



## **TOWN BOARD SPECIAL MEETING**

October 5, 2020 - 6:00 PM

Town Board Chambers, 301 Walnut Street, Windsor, CO 80550 Zoom Meeting,  
Click on the link [https://windsorgov.zoom.us/j/95126821737?](https://windsorgov.zoom.us/j/95126821737?pwd=eDkzc0dmR0dhS1dWc3dTeWlKTnQ0UT09)  
pwd=eDkzc0dmR0dhS1dWc3dTeWlKTnQ0UT09 OR join by telephone at (888)  
788-0099 or (877) 853-5247 -Webinar ID:951 2682 1737

### **AGENDA**

#### **A. CALL TO ORDER**

1. Roll Call

#### **B. BOARD DISCUSSION ITEMS**

1. Meet The Board - New Employees - B. Sorenson, Human Resources Manager
2. Capital Improvement Plan Follow Up - D. Moyer, Finance Director
3. Future Meetings Agenda

#### **C. EXECUTIVE SESSION**

1. An Executive Session Pursuant to C.R.S. §24-6-402 (4)(e)(I) for the Purpose of Determining Positions Relative to Matters that may be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators with Respect to Shared Use of Sports Facilities (S. Hale, Town Manager; E. Lucas, Public Services Director; T. Fotsch, Deputy Director of PRC)

#### **D. BOARD ACTION**

1. Resolution No. 2020-74 - A Resolution Approving the Second Amended and Restated Agreement for Cooperative Development and Use of Diamond Valley Property
  - Legislative action
  - Staff presentation: Ian D. McCargar
2. Resolution No. 2020-75 - A Resolution in Support of Town of Windsor Referred Ballot Measure 3A Appearing on the November 3, 2020 General Election Ballot in Larimer and Weld Counties
  - Legislative action
  - Staff presentation: Shane Hale, Town Manager

#### **E. ADJOURN**

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 by noon on the Thursday prior to the meeting to make arrangements.



## MEMORANDUM

**Date:** October 5, 2020  
**To:** Mayor and Town Board  
**Via:** Shane Hale, Town Manager  
**From:** Brad Sorenson, Human Resources Manager  
**Re:** Meet The Board - New Employees  
**Item #:** B.1.

### Background / Discussion:

| Last Name  | First Name | Title                 | DOH       | Supervisor |
|------------|------------|-----------------------|-----------|------------|
| Omiecinski | Ryne       | Wastewater Technician | 3/16/2020 | Eric Lucas |
| Sisneros   | Anthony    | Parks Maint. Operator | 3/30/2020 | Eric Lucas |
| Moehling   | Ryan       | Equipment Operator    | 3/2/2020  | Eric Lucas |
| Moos       | Tim        | Utility Technician    | 3/2/2020  | Eric Lucas |



## MEMORANDUM

**Date:** October 5, 2020  
**To:** Mayor and Town Board  
**Via:** Shane Hale, Town Manager  
**From:** Dean Moyer, Finance Director  
**Re:** Capital Improvement Plan Follow-Up  
**Item #:** B.2.

### ATTACHMENTS:

- ▢ Capital Improvement Plan Follow Up
- ▢ Road Impact Fee Update
- ▢ Larimer County Open Space Tax Update



# 2021 CAPITAL IMPROVEMENT PROGRAM



# CAPITAL FUNDS OVERVIEW

| FUND                     | 2021 ESTIMATED<br>BEGINNING<br>FUND BALANCES | 2021 ESTIMATED<br>MINIMUM FUND<br>BALANCES | PROJECTED<br>REVENUES | PROJECTED<br>EXPENDITURES | 2021 ESTIMATED<br>ENDING FUND<br>BALANCES | OVER/(UNDER)<br>MINIMUM FUND<br>BALANCE |
|--------------------------|----------------------------------------------|--------------------------------------------|-----------------------|---------------------------|-------------------------------------------|-----------------------------------------|
| Park Improvement Fund    | \$ 12,924,785                                | \$ 828,595                                 | \$ 3,048,667          | \$ 5,222,021              | \$ 10,751,431                             | \$ 9,922,836                            |
| Conservation Trust Fund  | \$ 423,814                                   | \$ -                                       | \$ 387,594            | \$ 520,000                | \$ 291,408                                | \$ 291,408                              |
| Capital Improvement Fund | \$ 13,419,374                                | \$ 7,758,716                               | \$ 14,538,995         | \$ 20,860,138             | \$ 7,098,231                              | <b>\$ (660,485)</b>                     |
| Water Fund               | \$ 26,927,981                                | \$ 2,558,780                               | \$ 10,964,083         | \$ 10,893,620             | \$ 26,998,444                             | \$ 24,439,664                           |
| Sewer Fund               | \$ 15,886,357                                | \$ 1,678,639                               | \$ 4,357,057          | \$ 6,991,430              | \$ 13,251,984                             | \$ 11,573,345                           |
| Storm Drainage Fund      | \$ 3,622,757                                 | \$ 634,333                                 | \$ 2,243,004          | \$ 1,915,681              | \$ 3,950,080                              | \$ 3,315,748                            |



# REVISED CAPITAL FUNDS OVERVIEW

| FUND                     | 2021 ESTIMATED<br>BEGINNING<br>FUND BALANCES | 2021 ESTIMATED<br>MINIMUM FUND<br>BALANCES | PROJECTED<br>REVENUES | PROJECTED<br>EXPENDITURES | 2021 ESTIMATED<br>ENDING FUND<br>BALANCES | OVER/(UNDER)<br>MINIMUM FUND<br>BALANCE |
|--------------------------|----------------------------------------------|--------------------------------------------|-----------------------|---------------------------|-------------------------------------------|-----------------------------------------|
| Park Improvement Fund    | \$ 12,924,785                                | \$ 828,595                                 | \$ 3,048,667          | \$ 5,222,021              | \$ 10,751,431                             | \$ 9,922,836                            |
| Conservation Trust Fund  | \$ 423,814                                   | \$ -                                       | \$ 387,594            | \$ 520,000                | \$ 291,408                                | \$ 291,408                              |
| Capital Improvement Fund | \$ 13,419,374                                | \$ 7,758,716                               | \$ 14,538,995         | \$ 20,357,638             | \$ 7,600,731                              | <b>\$ (157,985)</b>                     |
| Water Fund               | \$ 26,927,981                                | \$ 2,558,780                               | \$ 10,964,083         | \$ 10,893,620             | \$ 26,998,444                             | \$ 24,439,664                           |
| Sewer Fund               | \$ 15,886,357                                | \$ 1,678,639                               | \$ 4,357,057          | \$ 6,991,430              | \$ 13,251,984                             | \$ 11,573,345                           |
| Storm Drainage Fund      | \$ 3,622,757                                 | \$ 634,333                                 | \$ 2,243,004          | \$ 1,915,681              | \$ 3,950,080                              | \$ 3,315,748                            |

***Capital Improvement Fund excludes the DDA Lot Improvements and RR Quiet Zone Crossing projects***



# PARK IMPROVEMENT FUND

| Project Name                                       | Priority                      | Focus Area                        | 2021                |
|----------------------------------------------------|-------------------------------|-----------------------------------|---------------------|
| <b><u>Park Improvement Fund</u></b>                |                               |                                   |                     |
| Riverwalk and South Side Master Plan               | Priority I -MUST DO           | Sustainable Infrastructure        | \$ 3,700,000        |
| Colorado Blvd. Trail (LCOS)                        | Priority I -MUST DO           | Sustainable Infrastructure        | \$ 365,875          |
| <b>7th Street Pedestrian Bridge (50%)</b>          | <b>Priority III -COULD DO</b> | <b>Sustainable Infrastructure</b> | <b>\$ 337,500</b>   |
| <b>Windsor Trail System - Poudre Bridge (LCOS)</b> | <b>Priority I -MUST DO</b>    | <b>Sustainable Infrastructure</b> | <b>\$ 678,063</b>   |
| Neighborhood Parks                                 | Priority I -MUST DO           | Sustainable Infrastructure        | \$ 110,000          |
| <b>2021 Proposed Totals</b>                        |                               |                                   | <b>\$ 5,191,438</b> |

*Original cost for the Poudre Bridge construction was \$150,000. The new estimate of \$678,063 will be fully funded with Larimer County Open Space dollars.*



# CAPITAL IMPROVEMENT FUND

| Project Name                                     | Priority                      | Focus Area                           | 2021                |
|--------------------------------------------------|-------------------------------|--------------------------------------|---------------------|
| <b><u>Capital Improvement Fund</u></b>           |                               |                                      |                     |
| Street Maintenance Program                       | Priority II -SHOULD DO        | Sustainable Infrastructure           | \$ 2,814,000        |
| SH 392 Widening at LCR 5                         | Priority I -MUST DO           | Sustainable Infrastructure           | \$ 2,500,000        |
| SH 257/Eastman Park Dr Intersection Improvements | Priority I -MUST DO           | Sustainable Infrastructure           | \$ 2,278,000        |
| New Liberty Road Widening                        | Priority I -MUST DO           | Sustainable Infrastructure           | \$ 1,670,000        |
| <b>Street Lighting</b>                           | <b>Priority II -SHOULD DO</b> | <b>Vibrant &amp; Healthy Economy</b> | <b>\$ 1,600,000</b> |
| 7th Street Multimodal Corridor Improvements      | Priority II -SHOULD DO        | Sustainable Infrastructure           | \$ 1,545,000        |
| <b>Highway Bypass Reserve</b>                    | <b>Priority II -SHOULD DO</b> | <b>Sustainable Infrastructure</b>    | <b>\$ 1,000,000</b> |
| CR13 & SH392 Left-Turn Treatment                 | Priority I -MUST DO           | Sustainable Infrastructure           | \$ 875,000          |
| Street Oversizing - Road Impact Fee Restricted   | Priority I -MUST DO           | Sustainable Infrastructure           | \$ 750,000          |
| <b>Town Hall Remodel &amp; Security Upgrades</b> | <b>Priority I -MUST DO</b>    | <b>Sustainable Infrastructure</b>    | <b>\$ 750,000</b>   |
| Traffic Signal - Crossroads Blvd. & New Liberty  | Priority II -SHOULD DO        | Sustainable Infrastructure           | \$ 575,000          |





# CAPITAL IMPROVEMENT FUND (Continued)

| Project Name                                   | Priority                       | Focus Area                           | 2021              |
|------------------------------------------------|--------------------------------|--------------------------------------|-------------------|
| Walnut Street Bikeway Improvements             | Priority II -SHOULD DO         | Vibrant & Healthy Economy            | \$ 555,000        |
| <b>7th Street Pedestrian Bridge (50%)</b>      | <b>Priority III -SHOULD DO</b> | <b>Sustainable Infrastructure</b>    | <b>\$ 337,500</b> |
| <b>Windsor Village Playground Replacement</b>  | <b>Priority II -SHOULD DO</b>  | <b>Sustainable Infrastructure</b>    | <b>\$ 300,000</b> |
| SH 392 Widening - 17th Street to Colorado Blvd | Priority II -SHOULD DO         | Sustainable Infrastructure           | \$ 210,000        |
| Railroad Crossing Improvements                 | Priority II -SHOULD DO         | Sustainable Infrastructure           | \$ 180,000        |
| <b>Alleyway Improvements</b>                   | <b>Priority II -SHOULD DO</b>  | <b>Vibrant &amp; Healthy Economy</b> | <b>\$ 175,000</b> |
| CP Main Park                                   | Priority II -SHOULD DO         | Sustainable Infrastructure           | \$ 125,000        |
| <b>Cemetery Restoration / Improvements</b>     | <b>Priority II -SHOULD DO</b>  | <b>Vibrant &amp; Healthy Economy</b> | <b>\$ 100,000</b> |
| Entry Signage to Promote Community Events      | Priority II -SHOULD DO         | Vibrant & Healthy Economy            | \$ 100,000        |
| SH 392 Bypass Study                            | Priority II -SHOULD DO         | Sustainable Infrastructure           | \$ 100,000        |
| Pedestrian Crossing Treatments                 | Priority I -MUST DO            | Sustainable Infrastructure           | \$ 100,000        |



# CAPITAL IMPROVEMENT FUND (Continued)

| Project Name                                                          | Priority               | Focus Area                 | 2021         |
|-----------------------------------------------------------------------|------------------------|----------------------------|--------------|
| Right Turn Lane at corner of SH392/SH257                              | Priority II -SHOULD DO | Sustainable Infrastructure | \$ 82,500    |
| CP Eastman Park                                                       | Priority I -MUST DO    | Sustainable Infrastructure | \$ 70,000    |
| Town of Windsor Museum - Eaton House                                  | Priority II -SHOULD DO | Sustainable Infrastructure | \$ 60,000    |
| CP Chimney Park - Pool Assessment                                     | Priority I -MUST DO    | Sustainable Infrastructure | \$ 50,000    |
| All Weather Stations for Snow Removal                                 | Priority II -SHOULD DO | Vibrant & Healthy Economy  | \$ 40,620    |
| CP Boarwalk Park - Capacity & Security Study                          | Priority II -SHOULD DO | Sustainable Infrastructure | \$ 40,000    |
| PS Generator Transfer Switches                                        | Priority I -MUST DO    | Sustainable Infrastructure | \$ 39,088    |
| Traffic Monitoring Cameras                                            | Priority II -SHOULD DO | Vibrant & Healthy Economy  | \$ 31,172    |
| Open Space Kodak Watchable Wildlife Area                              | Priority II -SHOULD DO | Sustainable Infrastructure | \$ 30,000    |
| Open Space Kyger                                                      | Priority II -SHOULD DO | Sustainable Infrastructure | \$ 25,000    |
| 5th Street Multimodal Improvements - Windsor Lake Trail to Walnut St. | Priority III -COULD DO | Vibrant & Healthy Economy  | \$ 5,000     |
| 2021 Proposed Totals                                                  |                        |                            | \$19,116,922 |



# CAPITAL PROJECTS THAT SHOULD BE DEFERRED

| Project Name                              | Priority               | Focus Area                 | 2021       |
|-------------------------------------------|------------------------|----------------------------|------------|
| DDA Lot Improvements                      | Priority II -SHOULD DO | Sustainable Infrastructure | \$ 94,500  |
| Rancho Drive Railroad Quiet Zone Crossing | Priority II -SHOULD DO | Strategic Growth           | \$ 408,000 |



# CAPITAL PROJECTS THAT SHOULD BE DEFERRED

|                     |                               |            |                           |
|---------------------|-------------------------------|------------|---------------------------|
| Project Name        | DDA Lot Improvements          | Start      | 2021                      |
| Department/Division | Public Works & Engineering    | Completion | 2021                      |
| Project Manager     | Brian Rowe & Curtis Templeman | Priority   | Priority II -SHOULD DO    |
| Account Number      | 04-429-8445-000               | Focus Area | Vibrant & Healthy Economy |

## Project Description and Location:

Funding the DDA parking lot will provide a key aspect to core functions and mission in improving parking in the downtown business district. This is the main access alley way going through the DDA parking lot. The Streets Division inspects, repairs, & maintains the DDA parking lot and alley way each year. Fixing this alley way will eliminate having to patch the alley way each year, like we have done the past 7 years now. The areas that we have fixed are considered filling in low spots, potholing, rutting, and drainage issues. Applying the right treatments at the right time to paved surfaces, can prolong the life of the infrastructure, which will provide orderly and safe traffic flow for special events and normal day to day functions. The results of fixing this will help with daily core maintenance operations such as street sweeping, snow & ice removal operations, and storm drainage maintenance.

## Project Justification:

A Town Board Goal is to improve Safety and Quality of life, that supports our infrastructures with an improved parking lot in the downtown business district. Doing so, will provide improved access to parking with a safe traffic flow for all residents and the traveling public that come through the Town of Windsor, which means maintaining a safe and dependable transportation system and striving to be a recognized leader through maintenance that is productive, innovative and adaptable.

| Project - Capital Costs                                                                                | 2021             | 2022             | 2023              | 2024              | 2025              | LT Project  | Total             |
|--------------------------------------------------------------------------------------------------------|------------------|------------------|-------------------|-------------------|-------------------|-------------|-------------------|
| Property Acquisition                                                                                   |                  |                  |                   |                   |                   |             | -                 |
| Planning /Design/Engineering                                                                           |                  |                  |                   |                   |                   |             | -                 |
| Construction (Asphalt & Concrete Work, Signage & Striping, Guardrail Install/Reset & Traffic Control). | 94,500           | 99,225           | 103,950           | 108,675           | 113,400           |             | 519,750           |
| Contingency                                                                                            |                  |                  |                   |                   |                   |             | -                 |
| Other:                                                                                                 |                  |                  |                   |                   |                   |             | -                 |
| <b>Total:</b>                                                                                          | <b>\$ 94,500</b> | <b>\$ 99,225</b> | <b>\$ 103,950</b> | <b>\$ 108,675</b> | <b>\$ 113,400</b> | <b>\$ -</b> | <b>\$ 519,750</b> |

## Funding Sources

|              |               |               |                |                |                |          |                |
|--------------|---------------|---------------|----------------|----------------|----------------|----------|----------------|
|              | 94,500        | 99,225        | 103,950        | 108,675        | 113,400        | -        | 519,750        |
|              |               |               |                |                |                |          | -              |
| <b>Total</b> | <b>94,500</b> | <b>99,225</b> | <b>103,950</b> | <b>108,675</b> | <b>113,400</b> | <b>-</b> | <b>519,750</b> |

## Project - Operating Impact

|                 |          |          |          |          |          |          |          |
|-----------------|----------|----------|----------|----------|----------|----------|----------|
| Operating Costs |          |          |          |          |          |          | -        |
| <b>Total</b>    | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> |



# CAPITAL PROJECTS THAT SHOULD BE DEFERRED

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                           |      |      |            |                        |            |            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|------|------|------------|------------------------|------------|------------|
| Project Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Rancho Drive Railroad Quiet Zone Crossing |      |      | Start      | 2021                   |            |            |
| Department/Division                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Engineering                               |      |      | Completion | 2022                   |            |            |
| Project Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Desa Blair                                |      |      | Priority   | Priority III -COULD DO |            |            |
| Account Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | -----                                     |      |      | Focus Area | Strategic Growth       |            |            |
| Project Description and Location:                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                           |      |      |            |                        |            |            |
| Train horns are currently sounded at the Rancho Drive railroad crossing south of Crossroads. As a result of resident complaints, Engineering has been asked to look into installing Quiet Zone infrastructure that would stop (greatly reduce) horns from being sounded at this crossing. According to Omnitrax, the crossing normally sees an average of three trains per week, resulting in a total of 6 movements, as they are round-trip (i.e. 1 north and 1 south), and that will occur year-round. |                                           |      |      |            |                        |            |            |
| Project Justification:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                           |      |      |            |                        |            |            |
| Adding Quiet Zone infrastructure would stop (greatly reduce) train horns from being sounded, which would improve quality of life for nearby residents and should eliminate complaints to the Town.                                                                                                                                                                                                                                                                                                       |                                           |      |      |            |                        |            |            |
| Project - Capital Costs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2021                                      | 2022 | 2023 | 2024       | 2025                   | LT Project | Total      |
| Property Acquisition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                           |      |      |            |                        |            | -          |
| Planning /Design/Engineering                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 50,000                                    |      |      |            |                        |            | 50,000     |
| Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 290,000                                   |      |      |            |                        |            | 290,000    |
| Contingency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 68,000                                    |      |      |            |                        |            | 68,000     |
| Other:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                           |      |      |            |                        |            | -          |
| Total:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ 408,000                                | \$ - | \$ - | \$ -       | \$ -                   | \$ -       | \$ 408,000 |
| Funding Sources                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                           |      |      |            |                        |            |            |
| Impact Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 408,000                                   | -    | -    |            |                        |            | 408,000    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                           |      |      |            |                        |            | -          |
| Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 408,000                                   | -    | -    | -          | Page 13 of 55          |            | 408,000    |



# PROJECTS FOR FURTHER DISCUSSION

| Project Name                           | Priority               | Focus Area                 | 2021       |
|----------------------------------------|------------------------|----------------------------|------------|
| Town Hall Remodel & Security Upgrades  | Priority I -MUST DO    | Sustainable Infrastructure | \$ 750,000 |
| Windsor Village Playground Replacement | Priority II -SHOULD DO | Sustainable Infrastructure | \$ 300,000 |
| Alleyway Improvements                  | Priority II -SHOULD DO | Sustainable Infrastructure | \$ 175,000 |
| Cemetery Restoration / Improvements    | Priority II -SHOULD DO | Sustainable Infrastructure | \$ 100,000 |

**Note: The Estimated Fund Balance in the Capital Improvement Fund is \$157,985 BELOW the Minimum Fund Balance**



# PROJECTS FOR CONSIDERATION

|                                   |                                       |      |      |      |            |                        |            |
|-----------------------------------|---------------------------------------|------|------|------|------------|------------------------|------------|
| Project Name                      | Town Hall Remodel & Security Upgrades |      |      |      | Start      | 2020                   |            |
| Department/Division               | Town Manager                          |      |      |      | Completion | 2021                   |            |
| Project Manager                   | Shane Hale                            |      |      |      | Priority   | Priority II -SHOULD DO |            |
| Account Number                    | 04-457-8420-000                       |      |      |      | Focus Area | Infrastructure         |            |
| Project Description and Location: |                                       |      |      |      |            |                        |            |
|                                   |                                       |      |      |      |            |                        |            |
| Project Justification:            |                                       |      |      |      |            |                        |            |
|                                   |                                       |      |      |      |            |                        |            |
| Project - Capital Costs           | 2021                                  | 2022 | 2023 | 2024 | 2025       | LT Project             | Total      |
| Property Acquisition              |                                       |      |      |      |            |                        | -          |
| Planning /Design/Engineering      |                                       |      |      |      |            |                        | -          |
| Construction                      | 750,000                               |      |      |      |            |                        | 750,000    |
| Contingency                       |                                       |      |      |      |            |                        | -          |
| Other:                            |                                       |      |      |      |            |                        | -          |
| Total:                            | \$ 750,000                            | \$ - | \$ - | \$ - | \$ -       | \$ -                   | \$ 750,000 |
| Funding Sources                   |                                       |      |      |      |            |                        |            |
| Road Impact Fees                  | 750,000                               | -    |      |      |            |                        | 750,000    |
|                                   |                                       |      |      |      |            |                        | -          |
| Total                             | 750,000                               | -    | -    | -    | -          | -                      | 750,000    |



# PROJECTS FOR CONSIDERATION

|                                                           |                    |              |            |      |              |                            |              |
|-----------------------------------------------------------|--------------------|--------------|------------|------|--------------|----------------------------|--------------|
| Project Name                                              | Neighborhood Parks |              |            |      | Start        | 2021                       |              |
| Department/Division                                       | Parks & Recreation |              |            |      | Completion   | 2025                       |              |
| Project Manager                                           | Eric Lucas         |              |            |      | Priority     | Priority I -MUST DO        |              |
| Account Number                                            | 04-454-8412-XXX    |              |            |      | Focus Area   | Sustainable Infrastructure |              |
| Project Description and Location:                         |                    |              |            |      |              |                            |              |
| Jacoby Farm - \$10,000 (2021), \$1,200,000 (2022)         |                    |              |            |      |              |                            |              |
| Windsor Village - Playground Replacement \$300,000 (2021) |                    |              |            |      |              |                            |              |
| Windsor West - Playground Replacement \$300,000 (2022)    |                    |              |            |      |              |                            |              |
| Highland Meadows - \$100,000 (2023)                       |                    |              |            |      |              |                            |              |
| Founders Green - \$300,000 (2023)                         |                    |              |            |      |              |                            |              |
| Wayne Miller - \$3,000,000 (2025)                         |                    |              |            |      |              |                            |              |
| Harmony Ridge - \$1,000,000 (2022)                        |                    |              |            |      |              |                            |              |
| Project Justification:                                    |                    |              |            |      |              |                            |              |
|                                                           |                    |              |            |      |              |                            |              |
| Project - Capital Costs                                   | 2021               | 2022         | 2023       | 2024 | 2025         | LT Project                 | Total        |
| Property Acquisition                                      |                    |              |            |      |              |                            | -            |
| Planning /Design/Engineering                              |                    |              |            |      |              |                            | -            |
| Construction                                              | 300,000            | 2,500,000    | 400,000    |      | 3,000,000    |                            | 6,200,000    |
| Contingency                                               |                    |              |            |      |              |                            | -            |
| Other:                                                    |                    |              |            |      |              |                            | -            |
| Total:                                                    | \$ 300,000         | \$ 2,500,000 | \$ 400,000 | \$ - | \$ 3,000,000 | \$ -                       | \$ 6,200,000 |
| Funding Sources                                           |                    |              |            |      |              |                            |              |
| Capital Improvement Fund                                  | 300,000            | 300,000      | 400,000    | -    | -            | -                          | 1,000,000    |
| Park Improvement Fees                                     |                    | 2,200,000    |            |      | 3,000,000    |                            | 5,200,000    |
| Total                                                     | 300,000            | 2,500,000    | 400,000    | -    | 3,000,000    | Page 16 of 556,200,000     |              |





# PROJECTS FOR CONSIDERATION

|                                                                                                                                     |                                  |      |      |      |            |                            |            |
|-------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------|------|------|------------|----------------------------|------------|
| Project Name                                                                                                                        | Alley Improvement Project - 2021 |      |      |      | Start      | 2021                       |            |
| Department/Division                                                                                                                 | Engineering                      |      |      |      | Completion | Designed                   |            |
| Project Manager                                                                                                                     | Curtis Templeman                 |      |      |      | Priority   | Priority III -COULD DO     |            |
| Account Number                                                                                                                      | 04-429-6278-000                  |      |      |      | Focus Area | Sustainable Infrastructure |            |
| Project Description and Location:                                                                                                   |                                  |      |      |      |            |                            |            |
| 2021 - Pave Alley north of Main Street between 6th Street & 7th Street                                                              |                                  |      |      |      |            |                            |            |
| Project Justification:                                                                                                              |                                  |      |      |      |            |                            |            |
| It contributes to the following Town Board goal: Develop and Maintain Effective Infrastructure                                      |                                  |      |      |      |            |                            |            |
| This alley is the last alley in the downtown area that is dirt; local businesses have requested this alley to be paved in the past. |                                  |      |      |      |            |                            |            |
| Project - Capital Costs                                                                                                             | 2021                             | 2022 | 2023 | 2024 | 2025       | LT Project                 | Total      |
| Property Acquisition                                                                                                                |                                  |      |      |      |            |                            | -          |
| Design                                                                                                                              |                                  |      |      |      |            |                            | -          |
| Concrete Paving                                                                                                                     | 175,000                          |      |      |      |            |                            | 175,000    |
| Contingency                                                                                                                         |                                  |      |      |      |            |                            | -          |
| Other:                                                                                                                              |                                  |      |      |      |            |                            | -          |
| Total:                                                                                                                              | \$ 175,000                       | \$ - | \$ - | \$ - | \$ -       | \$ -                       | \$ 175,000 |
| Funding Sources                                                                                                                     |                                  |      |      |      |            |                            |            |
|                                                                                                                                     | 175,000                          | -    | -    | -    | -          | -                          | 175,000    |
|                                                                                                                                     |                                  |      |      |      |            |                            | -          |
| Total                                                                                                                               | 175,000                          | -    | -    | -    | -          | Page 17 of 55              | 175,000    |

# PROJECTS FOR CONSIDERATION

|                                                                                                                                                                                                                                               |                                     |      |           |      |            |                            |              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------|-----------|------|------------|----------------------------|--------------|
| Project Name                                                                                                                                                                                                                                  | Cemetery Restoration / Improvements |      |           |      | Start      | 2021                       |              |
| Department/Division                                                                                                                                                                                                                           | Parks & Recreation                  |      |           |      | Completion | 2021                       |              |
| Project Manager                                                                                                                                                                                                                               | Eric Lucas                          |      |           |      | Priority   | Priority II -SHOULD DO     |              |
| Account Number                                                                                                                                                                                                                                | 04-432-8412-000                     |      |           |      | Focus Area | Sustainable Infrastructure |              |
| Project Description and Location:                                                                                                                                                                                                             |                                     |      |           |      |            |                            |              |
| 2021 Hwy 392/257 Landscaping \$100,000<br>2023 Design & Engineering for Completion of East Cemetery Expansion \$40,000<br>2025 Construction of East Cemetery Construction \$800,000; contingency \$83,571<br>LT Project : West Lawn Expansion |                                     |      |           |      |            |                            |              |
| Project Justification:                                                                                                                                                                                                                        |                                     |      |           |      |            |                            |              |
| Continues cemetery rehabilitation and makes the site compatable with the Main St corridor plan                                                                                                                                                |                                     |      |           |      |            |                            |              |
| Project - Capital Costs                                                                                                                                                                                                                       | 2021                                | 2022 | 2023      | 2024 | 2025       | LT Project                 | Total        |
| Property Acquisition                                                                                                                                                                                                                          |                                     |      |           |      |            |                            | -            |
| Planning /Design/Engineering                                                                                                                                                                                                                  |                                     |      | 40,000    |      |            |                            | 40,000       |
| Construction                                                                                                                                                                                                                                  | 100,000                             |      |           |      | 800,000    | 853,721                    | 1,753,721    |
| Contingency                                                                                                                                                                                                                                   |                                     |      |           |      | 83,571     |                            | 83,571       |
| Other:                                                                                                                                                                                                                                        |                                     |      |           |      |            |                            | -            |
| Total:                                                                                                                                                                                                                                        | \$ 100,000                          | \$ - | \$ 40,000 | \$ - | \$ 883,571 | \$ 853,721                 | \$ 1,877,292 |
| Funding Sources                                                                                                                                                                                                                               |                                     |      |           |      |            |                            |              |
|                                                                                                                                                                                                                                               | 100,000                             | -    | 40,000    | -    | 883,571    | 853,721                    | 1,877,292    |
|                                                                                                                                                                                                                                               |                                     |      |           |      |            |                            | -            |
| Total                                                                                                                                                                                                                                         | 100,000                             | -    | 40,000    | -    | 883,571    | 853,721                    | 1,877,292    |

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# WATER FUND

| Project Name                                | Priority                      | Focus Area                 | 2021                |
|---------------------------------------------|-------------------------------|----------------------------|---------------------|
| <b><u>Water Fund</u></b>                    |                               |                            |                     |
| <b>Water\Farm Purchase (50%)</b>            | <b>Priority II -SHOULD DO</b> | <b>Strategic Growth</b>    | <b>\$ 1,975,000</b> |
| Northern Integrated Supply Project (NISP)   | Priority I -MUST DO           | Strategic Growth           | \$ 1,204,500        |
| Water Line Replacement                      | Priority I -MUST DO           | Sustainable Infrastructure | \$ 585,000          |
| Water System - South Pressure Zone Upgrades | Priority I -MUST DO           | Strategic Growth           | \$ 304,800          |
| Kyger Lake                                  | Priority II -SHOULD DO        | Sustainable Infrastructure | \$ 295,000          |
| Non-Potable Water Infrastructure            | Priority I -MUST DO           | Sustainable Infrastructure | \$ 80,000           |
| Windsor Water Model & Master Plan Update    | Priority II -SHOULD DO        | Strategic Growth           | \$ 75,000           |
| Water Line Oversizing                       | Priority IV - Other Year      | Sustainable Infrastructure | \$ 50,000           |
| Kern Splitter Box Repair                    | Priority I -MUST DO           | Sustainable Infrastructure | \$ 25,000           |
| Acquisition of Hydraulic Pump               | Priority II -SHOULD DO        | Sustainable Infrastructure | \$ 14,500           |
| Two Inch Wash Bay Water line                | Priority II -SHOULD DO        | Sustainable Infrastructure | \$ 9,617            |
| <b>2021 Proposed Totals</b>                 |                               |                            | <b>\$ 4,618,417</b> |



# SEWER FUND

| Project Name                                  | Priority               | Focus Area                 | 2021         |
|-----------------------------------------------|------------------------|----------------------------|--------------|
| <b><u>Sewer Fund</u></b>                      |                        |                            |              |
| Sewer Plant Modifications                     | Priority I -MUST DO    | Strategic Growth           | \$ 6,500,000 |
| Sewerline Oversizing                          | Priority I -MUST DO    | Sustainable Infrastructure | \$ 220,000   |
| Sewer Interceptor - North Extension Easements | Priority II -SHOULD DO | Strategic Growth           | \$ 153,300   |
| Sewerline Rehab                               | Priority I -MUST DO    | Sustainable Infrastructure | \$ 78,130    |
| Manhole Rehab                                 | Priority I -MUST DO    | Sustainable Infrastructure | \$ 40,000    |
| 2021 Proposed Totals                          |                        |                            | \$ 6,991,430 |

*Original cost for Sewer Plant Modifications in 2021 was \$4.6M. The new cost of \$6.5M reflects a consultant-recommended change in schedule but does not inflate the overall cost of the project.*



# SEWER FUND

|                                                                                                                                                                                                                                                              |                  |      |      |      |               |                            |            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------|------|------|---------------|----------------------------|------------|
| Project Name                                                                                                                                                                                                                                                 | Sewer Oversizing |      |      |      | Start         | 2021                       |            |
| Department/Division                                                                                                                                                                                                                                          | Engineering      |      |      |      | Completion    | 2021                       |            |
| Project Manager                                                                                                                                                                                                                                              | Doug Roth        |      |      |      | Priority      | Priority II -SHOULD DO     |            |
| Account Number                                                                                                                                                                                                                                               | 07-481-8452-000  |      |      |      | Focus Area    | Sustainable Infrastructure |            |
| Project Description and Location:                                                                                                                                                                                                                            |                  |      |      |      |               |                            |            |
| Reimburse anyone who oversizes a sewer main at the request of the Town in order to provide sewer to future growth areas.<br>Great Western Industrial Park - 10th Filing (Intersand Site)                                                                     |                  |      |      |      |               |                            |            |
| Project Justification:                                                                                                                                                                                                                                       |                  |      |      |      |               |                            |            |
| Sewer mains that are the backbone of the sewer system are typically larger than those that provide localized service to a single development. It is important and more cost effective to construct the larger lines in association with private development. |                  |      |      |      |               |                            |            |
| Project - Capital Costs                                                                                                                                                                                                                                      | 2021             | 2022 | 2023 | 2024 | 2025          | LT Project                 | Total      |
| Property Acquisition                                                                                                                                                                                                                                         |                  |      |      |      |               |                            | -          |
| Planning /Design/Engineering                                                                                                                                                                                                                                 |                  |      |      |      |               |                            | -          |
| Construction                                                                                                                                                                                                                                                 | 220,000          |      |      |      |               |                            | 220,000    |
| Contingency                                                                                                                                                                                                                                                  |                  |      |      |      |               |                            | -          |
| Other:                                                                                                                                                                                                                                                       |                  |      |      |      |               |                            | -          |
| Total:                                                                                                                                                                                                                                                       | \$ 220,000       | \$ - | \$ - | \$ - | \$ -          | \$ -                       | \$ 220,000 |
| Funding Sources                                                                                                                                                                                                                                              |                  |      |      |      |               |                            |            |
| Impact Fees                                                                                                                                                                                                                                                  | 220,000          | -    |      |      |               |                            | 220,000    |
|                                                                                                                                                                                                                                                              |                  |      |      |      |               |                            | -          |
| Total                                                                                                                                                                                                                                                        | 220,000          | -    | -    | -    | -             | -                          | 220,000    |
| Project - Operating Impact                                                                                                                                                                                                                                   |                  |      |      |      |               |                            |            |
| Operating Costs                                                                                                                                                                                                                                              |                  |      |      |      |               |                            | -          |
| Total                                                                                                                                                                                                                                                        | -                | -    | -    | -    | Page 21 of 55 |                            | -          |



# SEWER FUND

|                                                                            |                           |              |            |      |               |                     |               |
|----------------------------------------------------------------------------|---------------------------|--------------|------------|------|---------------|---------------------|---------------|
| Project Name                                                               | Sewer Plant Modifications |              |            |      | Start         | 2020                |               |
| Department/Division                                                        | Sewer                     |              |            |      | Completion    | 2025                |               |
| Project Manager                                                            | Dennis Markham            |              |            |      | Priority      | Priority I -MUST DO |               |
| Account Number                                                             | 07-481-8457-000           |              |            |      | Focus Area    | Strategic Growth    |               |
| Project Description and Location:                                          |                           |              |            |      |               |                     |               |
| Sewer Plant modifications - Biosolids handling improvements                |                           |              |            |      |               |                     |               |
| Project Justification:                                                     |                           |              |            |      |               |                     |               |
| TB Goal to upgrade infrastructure to support future growth and development |                           |              |            |      |               |                     |               |
| Project - Capital Costs                                                    | 2021                      | 2022         | 2023       | 2024 | 2025          | LT Project          | Total         |
| Property Acquisition                                                       |                           |              |            |      |               |                     | -             |
| Planning /Design/Engineering                                               | 1,736,832                 |              |            |      |               |                     | 1,736,832     |
| Construction                                                               | 2,963,168                 | 6,100,000    | 800,000    |      | 11,300,000    | 45,000,000          | 66,163,168    |
| Contingency                                                                |                           |              |            |      |               |                     | -             |
| Other:                                                                     | 1,800,000                 |              |            |      |               |                     | 1,800,000     |
| Total:                                                                     | \$ 6,500,000              | \$ 6,100,000 | \$ 800,000 | \$ - | \$ 11,300,000 | \$ 45,000,000       | \$ 69,700,000 |
| Funding Sources                                                            |                           |              |            |      |               |                     |               |
| Plant Investment Fees                                                      | 6,500,000                 | 6,100,000    | 800,000    | -    | 11,300,000    | 45,000,000          | 69,700,000    |
|                                                                            |                           |              |            |      |               |                     | -             |
| Total                                                                      | 6,500,000                 | 6,100,000    | 800,000    | -    | 11,300,000    | 45,000,000          | 69,700,000    |
| Project - Operating Impact                                                 |                           |              |            |      |               |                     |               |
| Operating Costs                                                            |                           |              |            |      |               |                     | -             |
| Total                                                                      | -                         | -            | -          | -    | -             | -                   | -             |



# CONSERVATION TRUST FUND

| Project Name                             | Priority               | Focus Area                 | 2021              |
|------------------------------------------|------------------------|----------------------------|-------------------|
| <b><u>Conservation Trust Fund</u></b>    |                        |                            |                   |
| Poudre Trail System                      | Priority I -MUST DO    | Sustainable Infrastructure | \$ 270,000        |
| Windsor Trail at High Hops               | Priority I -MUST DO    | Sustainable Infrastructure | \$ 100,000        |
| Open Space Kodak Watchable Wildlife Area | Priority II -SHOULD DO | Sustainable Infrastructure | \$ 130,000        |
| <b>2021 Proposed Totals</b>              |                        |                            | <b>\$ 500,000</b> |



# FLEET MANAGEMENT & INFORMATION TECHNOLOGY

| Project Name                              | Priority               | Focus Area                 | 2021              |
|-------------------------------------------|------------------------|----------------------------|-------------------|
| <b><u>Fleet Management Fund</u></b>       |                        |                            |                   |
| Additional Vehicles & Equipment           | Priority II -SHOULD DO | Sustainable Infrastructure | \$ 171,000        |
| Replacement Vehicles & Equipment          | Priority II -SHOULD DO | Sustainable Infrastructure | \$ 549,942        |
| <b>2021 Proposed Totals</b>               |                        |                            | <b>\$ 549,942</b> |
| <b><u>Information Technology Fund</u></b> |                        |                            |                   |
| Network Redundancy                        | Priority I -MUST DO    | Strategic Growth           | \$ 100,000        |
| Point to Point Fiber                      | Priority I -MUST DO    | Strategic Growth           | \$ 60,000         |
| IT Security Tools                         | Priority I -MUST DO    | Strategic Growth           | \$ 50,000         |
| Business Analytics SW                     | Priority II -SHOULD DO | Strategic Growth           | \$ 50,000         |
| GPS Locator                               | Priority I -MUST DO    | Strategic Growth           | \$ 30,000         |
| Security Access Control                   | Priority I -MUST DO    | Strategic Growth           | \$ 10,000         |
| <b>2021 Proposed Totals</b>               |                        |                            | <b>\$ 300,000</b> |

Note: Replacement Vehicles & Equipment are funded from Operations, not the CIP





# STORM DRAINAGE FUND

| Project Name                                                               | Priority               | Focus Area                 | 2021                |
|----------------------------------------------------------------------------|------------------------|----------------------------|---------------------|
| <b><u>Storm Drainage Fund</u></b>                                          |                        |                            |                     |
| 10th St. Drainage Improvements                                             | Priority II -SHOULD DO | Sustainable Infrastructure | \$ 300,000          |
| Remove/Replace 10th Street Drainage Pan/Inlets in Pine Drive               | Priority II -SHOULD DO | Sustainable Infrastructure | \$ 181,200          |
| Chestnut St. to Eastman Park Dr. Drainage Imp - Chestnut to Garden Portion | Priority II -SHOULD DO | Sustainable Infrastructure | \$ 100,000          |
| New Liberty Rd. Drainage Improvements Design                               | Priority I -MUST DO    | Sustainable Infrastructure | \$ 900,000          |
| Headwall Repair (15th St & Harmony)                                        | Priority II -SHOULD DO | Sustainable Infrastructure | \$ 17,500           |
| Law Basin Master Plan Channel - Access                                     | Priority I -MUST DO    | Strategic Growth           | \$ 12,300           |
| <b>2021 Proposed Totals</b>                                                |                        |                            | <b>\$ 1,511,000</b> |

## ROAD IMPACT FEES – SCHEDULE OF LIABILITIES & REVENUES

| KNOWN (CONTRACTED OR 20%) LIABILITY      | 2020                  | 2021                  | 2022                | 2023                | 2024                 | 2025                 |
|------------------------------------------|-----------------------|-----------------------|---------------------|---------------------|----------------------|----------------------|
| Harmony Oversizing WCR 15 to Duncroft    | \$ (1,920,000)        |                       |                     |                     |                      |                      |
| LCR 5 from SH 392 to Oakmont             | \$ (2,230,308)        |                       |                     |                     |                      |                      |
| LCR 5 -Ptarmigan portion Oakmont to 32E  | \$ (2,690,000)        |                       |                     |                     |                      |                      |
| SH 392 Widening at LCR 5                 | \$ (2,500,000)        |                       |                     |                     |                      |                      |
| Hollister Lake Rd. (\$737,000)           |                       | \$ (737,000)          |                     |                     |                      |                      |
| Fairgrounds Blvd (\$1,120,000)           |                       | \$ (13,000)           | \$ (617,213)        | \$ (489,788)        |                      |                      |
| LCR5 at Fossil Creek Ranch (\$1,729,631) |                       | \$ -                  | \$ -                | \$ (158,286)        | \$ (680,477)         | \$ (714,501)         |
| POTENTIAL LIABILITY                      | 2020                  | 2021                  | 2022                | 2023                | 2024                 | 2025                 |
| Raindance @ WCR13                        |                       | \$ (215,662)          |                     |                     |                      |                      |
| Raindance @ Crossroads                   |                       | \$ (624,837)          |                     |                     |                      |                      |
| South Hill @ Crossroads                  |                       | \$ (180,000)          |                     |                     |                      |                      |
| <b>TOTAL LIABILITY</b>                   | <b>\$ (9,338,288)</b> | <b>\$ (1,768,478)</b> | <b>\$ (615,191)</b> | <b>\$ (646,051)</b> | <b>\$ (678,453)</b>  | <b>\$ (712,476)</b>  |
| OPENING FEE REVENUE BALANCE              | \$ 6,874,711          |                       |                     |                     |                      |                      |
| PROJECTED RECEIPTS                       | \$ 2,939,109          | \$ 2,939,109          | \$ 3,086,064        | \$ 3,240,368        | \$ 3,402,386         | \$ 3,572,505         |
| DEVELOPER REIMBURSEMENTS (PTARMIGAN)     | \$ 710,000.0          |                       |                     |                     |                      |                      |
| <b>TOTAL REVENUE</b>                     | <b>\$ 10,523,820</b>  | <b>\$ 2,939,109</b>   | <b>\$ 3,086,064</b> | <b>\$ 3,240,368</b> | <b>\$ 3,402,386</b>  | <b>\$ 3,572,505</b>  |
| <b>FUND BALANCE - RUNNING TOTAL</b>      | <b>\$ 1,185,532.0</b> | <b>\$ 2,356,163</b>   | <b>\$ 4,827,037</b> | <b>\$ 7,421,354</b> | <b>\$ 10,145,287</b> | <b>\$ 13,005,316</b> |

**Note: Assumes a 5% Annual Increase in Receipts from 2022**

## LARIMER COUNTY OPEN SPACE – OVERVIEW OF REVENUES & EXPENSES WITHIN THE PARK IMPROVEMENT FUND

| <b>Actual Fund Balance 12/31/2018</b>    |                     | \$ 4,318,521        | \$ 2,516,319        | \$ 2,116,478        | \$ 960,739          | \$ 477,863        | \$ 14,590        | \$ 10,404,509        |
|------------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-------------------|------------------|----------------------|
| Park Improvement Fund                    | Neighborhood        | Community           | Park & Trail        | LCOS                | Grants              | Cash in Lieu      | Interest         | Fund Bal             |
| '19 Neighborhood Park Fees               | \$ 86,388           |                     |                     |                     |                     |                   |                  |                      |
| '19 Community Park Fees                  |                     | \$ 576,408          |                     |                     |                     |                   |                  |                      |
| 19 Park & Trail Fee                      |                     |                     | \$ 2,514,213        |                     |                     |                   |                  |                      |
| '19 LCOS                                 |                     |                     |                     | \$ 242,638          |                     |                   |                  |                      |
| 19 Grants                                |                     |                     |                     |                     | \$ -                |                   |                  |                      |
| '19 Cash in Lieu of parks                |                     |                     |                     |                     |                     | \$ 275,702        |                  |                      |
| '19 Interest                             |                     |                     |                     |                     |                     |                   | \$ 2,629         | \$ 3,697,978         |
| '19 Expenditures                         |                     |                     |                     |                     |                     |                   |                  |                      |
| Boardwalk Pk WIBIT                       |                     |                     |                     |                     |                     |                   |                  |                      |
| Village East Park development            | \$ (963,789)        |                     |                     |                     |                     |                   |                  |                      |
| Kyger trail CR 13/392 to west end        |                     |                     |                     | \$ (147,556)        |                     |                   |                  |                      |
| Poudre Tr OS Acquisition                 |                     |                     |                     |                     |                     |                   |                  |                      |
| Admin Transfer                           | \$ (29,692)         |                     |                     |                     |                     |                   |                  | \$ (1,141,037)       |
| <b>Actual Fund Balance 12/31/2019</b>    | <b>\$ 3,411,428</b> | <b>\$ 3,092,727</b> | <b>\$ 4,630,691</b> | <b>\$ 1,055,821</b> | <b>\$ -</b>         | <b>\$ 753,565</b> | <b>\$ 17,219</b> | <b>\$ 12,961,450</b> |
| Park Improvement Fund                    | Neighborhood        | Community           | Park & Trail        | LCOS                | Grants              | Cash in Lieu      | Interest         | Fund Bal             |
| '20 Neighborhood Park Fees               |                     |                     |                     |                     |                     |                   |                  |                      |
| '20 Community Park Fees                  |                     | \$ 131,028          |                     |                     |                     |                   |                  |                      |
| 20 Park & Trail Fee                      |                     |                     | \$ 2,073,664        |                     |                     |                   |                  |                      |
| '20 LCOS                                 |                     |                     |                     | \$ 192,088          |                     |                   |                  |                      |
| 20 Grants                                |                     |                     |                     |                     |                     |                   |                  |                      |
| '20 Cash in Lieu of parks                |                     |                     |                     |                     |                     |                   |                  |                      |
| '20 Interest                             |                     |                     |                     |                     |                     |                   | \$ 1,331         | \$ 2,398,111         |
| '20 Projected Expenditures               |                     |                     |                     |                     |                     |                   |                  |                      |
| Kyger Reservoir Trail                    |                     |                     |                     | \$ (682,277)        |                     |                   |                  |                      |
| DV Fixtures & Equipment                  |                     |                     | \$ (220,000)        |                     |                     |                   |                  |                      |
| Phase I of Riverwalk                     |                     |                     | \$ (1,501,920)      |                     |                     |                   |                  |                      |
| Site Improvements                        |                     |                     |                     |                     |                     |                   |                  |                      |
| Admin Transfer                           | \$ (30,583)         |                     |                     |                     |                     |                   |                  | \$ (2,434,780)       |
| <b>Estimated Fund Balance 12/31/2020</b> | <b>\$ 3,380,845</b> | <b>\$ 3,223,755</b> | <b>\$ 4,982,435</b> | <b>\$ 565,632</b>   | <b>\$ -</b>         | <b>\$ 753,565</b> | <b>\$ 18,550</b> | <b>\$ 12,924,781</b> |
| Park Improvement Fund                    | Neighborhood        | Community           | Park & Trail        | LCOS                | Grants              | Cash in Lieu      | Interest         | Fund Bal             |
| '21 Neighborhood Park Fees               |                     |                     |                     |                     |                     |                   |                  |                      |
| '21 Community Park Fees                  |                     |                     |                     |                     |                     |                   |                  |                      |
| 21 Park & Trail Fee                      |                     |                     | \$ 1,555,248        |                     |                     |                   |                  |                      |
| '21 LCOS                                 |                     |                     |                     | \$ 192,088          |                     |                   |                  |                      |
| 21 Grants (GOCO & NISP)                  |                     |                     |                     |                     | \$ 1,300,000        |                   |                  |                      |
| '21 Cash in Lieu of parks                |                     |                     |                     |                     |                     |                   |                  |                      |
| '21 Interest                             |                     |                     |                     |                     |                     |                   | \$ 1,331         | \$ 3,048,667         |
| '21 projected expenditures               |                     |                     |                     |                     |                     |                   |                  |                      |
| Windsor Trail System (Poudre Bridge)     |                     |                     |                     | \$ (678,063)        |                     |                   |                  |                      |
| 7th Street Pedestrian Bridge             |                     |                     | \$ (675,000)        |                     |                     |                   |                  |                      |
| CO Blvd. Trail                           |                     |                     |                     | \$ (65,875)         | \$ (300,000)        |                   |                  |                      |
| Neighborhood Parks                       | \$ (110,000)        |                     |                     |                     |                     |                   |                  |                      |
| Phase II of Riverwalk                    |                     |                     | \$ (3,700,000)      |                     |                     |                   |                  |                      |
| Admin Transfer                           |                     |                     |                     |                     |                     |                   |                  | \$ (5,528,938)       |
| <b>Estimated Fund Balance 12/31/2021</b> | <b>\$ 3,270,845</b> | <b>\$ 3,223,755</b> | <b>\$ 2,162,683</b> | <b>\$ 13,782</b>    | <b>\$ 1,000,000</b> | <b>\$ 753,565</b> | <b>\$ 19,881</b> | <b>\$ 10,444,510</b> |



## MEMORANDUM

**Date:** October 5, 2020  
**To:** Mayor and Town Board  
**Via:** Shane Hale, Town Manager  
**From:** Karen Frawley, Town Clerk  
**Re:** Future Meeting Agenda  
**Item #:** B.3.

### ATTACHMENTS:

- ▢ Future Meetings Agenda



## FUTURE TOWN BOARD MEETINGS

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|                                |                                                                                                                                                                                          |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| October 12, 2020<br>5:30 p.m.  | Town Board Work Session with Planning Commission<br>Land Use Code Update – Zone Districts, Subdivisions, & Procedures –<br>Paul Hornbeck                                                 |
| October 12, 2020<br>7:00 p.m.  | Town Board Regular Meeting                                                                                                                                                               |
| October 19, 2020<br>6:00 p.m.  | Town Board Work Session with Planning Commission<br>Urban3 presentation regarding Sustainable Infrastructure and Land Use<br>Development Patterns – David Eisenbraun and Scott Ballstadt |
| October 24, 2020<br>8:00 a.m.  | Operational Budget Discussion                                                                                                                                                            |
| October 26, 2020<br>5:30 p.m.  | Town Board Work Session<br>Water and Sewer Rate Review                                                                                                                                   |
| October 26, 2020<br>7:00 p.m.  | Town Board Regular Meeting                                                                                                                                                               |
| November 2, 2020<br>5:30 p.m.  | Town Board Work Session<br>Operational Budget                                                                                                                                            |
| November 9, 2020<br>5:30 p.m.  | Town Board Work Session with Planning Commission<br>7 <sup>th</sup> Street Multimodal & Walnut Bikeway Projects Kickoff & Initial Input<br>– Paul Hornbeck                               |
| November 9, 2020<br>7:00 p.m.  | Town Board Regular Meeting                                                                                                                                                               |
| November 16, 2020<br>5:30 p.m. | Town Board Work Session<br>DDA Budget presentation—Matt Ashby<br>Wayfinding Signage Discussion—Matt Ashby<br>Impact Fees (Road Impact, Parks, Drainage, Water, etc.)                     |
| November 23, 2020<br>5:30 p.m. | Town Board Work Session<br>Trailer Parking<br>Poudre River Trail Corridor Strategic Plan Update                                                                                          |
| November 23, 2020<br>7:00 p.m. | Town Board Regular Meeting                                                                                                                                                               |
| December 7, 2020<br>5:30 p.m.  | Town Board Work Session<br>Affordable Housing discussion for Strategic Plan                                                                                                              |

|                                |                                                                                            |
|--------------------------------|--------------------------------------------------------------------------------------------|
| December 14, 2020<br>5:30 p.m. | Town Board Work Session<br>2006 SH 392 Environmental Overview Study (EOS) Bypass Alignment |
| December 14, 2020<br>7:00 p.m. | Town Board Regular Meeting                                                                 |
| December 21, 2020<br>5:30 p.m. | Town Board Work Session<br>Board-Manager-Attorney Social                                   |

**Future Work Session Topics**

- Eastman Park Drive Project Kickoff (October 2020)
- Joint Meeting with Town of Windsor, Town of Severance, Fire District and School District – Tentative for Fall of 2020
- Facility Master Plan Check in (January)
- Telecom Code (December or January)
- Poudre Learning Center Presentation (January)
- Comprehensive Plan Review
- Proportional services and amenities for planned population (February 2021)
- Economic development/retail needs based on population levels
- Code Amendments for Reimbursements



## MEMORANDUM

**Date:** October 5, 2020  
**To:** Mayor and Town Board  
**Via:** Shane Hale, Town Manager  
**From:** Shane Hale, Town Manager  
**Re:** Executive Session  
**Item #:** C.1.



## MEMORANDUM

**Date:** October 5, 2020  
**To:** Mayor and Town Board  
**Via:** Shane Hale, Town Manager  
**From:** Ian D. McCargar, Town Attorney  
**Re:** Amended development and use agreement for Future Legends Sports Park  
**Item #:** D.1.

### Background / Discussion:

As a result of instructions given during a recent executive session, I have negotiated revisions to the *First Amended and Restated Agreement for Cooperative Development and Use of Diamond Valley Property*. The attached *Second Amended Agreement for Cooperative Development and Use of Diamond Valley Property* contains the following key amendments while restating all other agreements to date:

Recital J refers to confidential financial information provided to us recently by the ownership group.

Section II.A has been revised to state that the Town's forfeiture rights in the property will be extinguished upon completion of the second phase of athletic fields scheduled for completion on or before March 1, 2022.

Section II.C has been modified to reinforce the intention to finalize a water lease for irrigation of the sports fields. This lease is in the final stages of legal review.

Sections II. D and E have been deleted, as they dealt with items that have already been addressed (brush pile, crushed asphalt).

Section II.G allows the ownership group to modify the Facilities Plan, but not in a way that materially limits the Town's fiscal obligations or rights of use.

Section III.A has been modified to allow for-profit sports-anchored schools academies as a permitted use, but prohibiting tax-exempt schools. This change accommodates plans for a sports academy that is for-profit (taxable).

Section III.C and D allow for location of a regional storm drainage facility easement in a location approved by both parties. This change accommodates site development without sacrificing the Town's storm drainage objectives.

Section IV. B.2 & 3 allow for extinguishment of the Town's deed-based reversionary rights in the 6-acre-+ parcel being site planned for the Sports Bubble. The Town's quit claim deed giving up these rights to the Bubble Site will not be recorded until the ownership group closes its financing. The ownership group will present a surety bond for \$150,000 to provide security that the Phase 1 Bubble construction will be finalized by December 31, 2022. This form of security is common, and will encourage the ownership group to finish Phase 1 Bubble construction on time.

The remainder of the agreement is largely unchanged from the 2019 First Amended Agreement.

### Financial Impact:

None

### Relationship to Strategic Plan:

Local economy

### Recommendation:



Adopt Resolution No. 2020-74; simple majority of those present required

**CC:**

Shane Hale  
Eric Lucas  
Tara Fotsch  
Stacy Miller

**ATTACHMENTS:**

- ▯ Second Amended and Restated Agreement for Cooperative Development and Use of Diamond Valley Property
- ▯ Resolution No. 2020-74

**SECOND AMENDED AND RESTATED  
AGREEMENT FOR COOPERATIVE DEVELOPMENT AND USE  
OF  
DIAMOND VALLEY PROPERTY**

THIS SECOND AMENDED AND RESTATED AGREEMENT FOR COOPERATIVE DEVELOPMENT AND USE OF DIAMOND VALLEY PROPERTY (“Amendment”) is dated October 5, 2020 (“Effective Date”), and is between THE TOWN OF WINDSOR, a Colorado home rule municipal corporation (“Town”) and FUTURE LEGENDS, LLC, a limited liability company organized under the laws of the State of Nevada (“Owner”). The parties may be referred to herein collectively as “parties”, or individually in context as “party”.

**I. RECITALS AND CONTEXT.**

- A. The Town is a home rule municipal corporation with all powers and authority vested under Colorado law.
- B. The Town and Colorado National Sports Park LLC (“CNSP”) entered into that certain *Agreement for Cooperative Development and Use of Diamond Valley Property* dated September 10, 2018 (the “Original Agreement”), as amended by the *First Amended and Restated Agreement for Cooperative Development and Use of Diamond Valley Property* dated January 28, 2019, and extended by that certain *First Agreement for Extension of Time* dated February 29, 2020 and the *Second Agreement for Extension of Time* dated July 31, 2020 (together, the “Amended Agreement”). The parties acknowledge that the Amended Agreement is hereby amended and restated in its entirety by this Amendment. The parties further acknowledge that neither party is in default under the Amended Agreement.
- C. Prior to execution of the Original Agreement, the Town was the Owner of certain real property located in Weld County, State of Colorado, referred to herein as “Diamond Valley Property”, and legally-described as follows:

Tract A, Diamond Valley Subdivision, Fifth Filing, Town of Windsor

- D. Pursuant to the Original Agreement, the Town transferred title to the Diamond Valley Property in accordance with the Special Warranty Deed incorporated into the Original Agreement, and later corrected through a recorded Correction Deed.
- E. Pursuant to the Amended Agreement, CNSP transferred title to the Diamond Valley Property back to the Town, and the Town re-transferred the Property to CNSP as a Restricted Parcel, as described on Exhibit A thereto (“Restricted Parcel”) and Unrestricted Parcel, as described on Exhibit B thereto (“Unrestricted Parcel”) in accordance with the Special Warranty Deeds incorporated into the Amended Agreement.
- F. CNSP transferred the Restricted Parcel and the Unrestricted Parcel to Owner by Special Warranty Deeds dated May 28, 2019 and recorded at Reception No. 4497548 and

Reception No. 4497549 of the Weld County Clerk and Records Office, and assigned the Amended Agreement to Owner and the Town hereby confirms its consent to such transfer and assignment.

- G. Prior to the transfer of the Diamond Valley Property to CNSP, the Town invested significant public funds in recreational improvements to the Diamond Valley Property since its acquisition in the year 2000.
- H. Prior to the execution of the Original Agreement, the Town intended to invest significantly in improvements to the Diamond Valley Property in accordance with the Town's Parks, Recreation and Culture Master Plan adopted in April, 2016.
- I. Owner intends to establish a multi-phase and multi-faceted sports complex on and adjacent to the Diamond Valley Property ("Sports Park"), consisting of sports fields, training facilities, lodging establishments, dining establishments and other related retail establishments in the general configuration set forth on the Facilities Plan attached as **Exhibit A** ("Facilities Plan").
- J. Owner has provided to the Windsor Town Board its financial information to show the Owner's intended investment into the Diamond Valley Property, and has indicated its commitment to accommodating Town recreational programming within portions of the Diamond Valley Property.
- K. Subject to this Amendment, the Town is prepared to modify the Amended Agreement to facilitate the Sports Park development.
- L. As of December 31, 2019, the Town has removed its personal property from all concessions areas and Owner has assumed all operations of concession facilities in the Sports Park.
- M. The parties affirm that Owner intends that the Town rely upon the representations set forth herein, and that the Town is in fact relying upon the representations set forth herein in entering into the Amended Agreement as set forth herein.
- N. Under Colorado law, local governments may encourage the establishment of new commercial facilities through incentives and inducements. This Amendment is entered into under this authority and the general powers of home rule municipalities in matters of purely-local concern.
- O. The parties do not intend this Amendment to provide incentives or inducements for development beyond what is expressly set forth herein, and intend that this Amendment shall be the sole and exclusive memorialization of incentives and inducements for future development and use of the Diamond Valley Property.

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- P. The parties do not intend this Amendment to stand as an agreement for the exercise of legislative or quasi-judicial powers reserved to the Windsor Town Board in any particular manner in any particular case.
- Q. The parties do not intend this Amendment to modify the Town's generally-applicable development standards.
- R. The parties acknowledge that the recitals set forth herein are material to the agreement between the parties.

**NOW, THEREFORE**, the parties agree as follows:

**II. TRANSFER OF DIAMOND VALLEY PROPERTY TITLE TO OWNER, CONDITIONS AND LIMITATIONS.**

- A. Minimum Improvement Requirements. Upon completion of the Minimum Improvement Requirements (as defined in this Section II.A below), the Town forever waives and discharges any rights to forfeiture of the Restricted Parcel as provided in Section VIII.A of the *First Amended and Restated Agreement for Cooperative Development and Use of Diamond Valley Property* dated January 28, 2019.

The Minimum Improvement Requirements shall consist of the athletic field and related improvements called for in accordance with the *Second Agreement for Extension of Time* dated July 31, 2020.

- B. No Surface Use.

1. The Town has reserved and excepted its mineral and oil and gas rights associated with the Diamond Valley Property. The Town hereby expressly waives, releases, relinquishes and surrenders forever all rights of ingress and egress onto the surface of the Diamond Valley Property for the purpose of exploring for, drilling for, mining, producing, treating, saving, storing, or transporting any Minerals, defined below, of any kind or character from or under the Diamond Valley Property without Owner's written permission, which permission Owner may grant or withhold in its sole discretion. The Town shall not and shall not permit any other person to enhance through fracking a wellhead within 250 feet of the closest boundary of the Diamond Valley Property or penetrate the subsurface of the Diamond Valley Property below the surface at a depth which is less than 500 feet below the surface of the Diamond Valley Property; provide that the foregoing shall apply only to the Town's mineral and oil and gas rights and shall not restrict the Town's authority with respect to conditional use permit approvals.
2. In the event of any breach or threatened breach of this Section II.B, Owner, or Owner's successors or assigns, shall be entitled to institute proceedings for full and

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adequate relief from the consequences of said breach or threatened breach, including, without limitation, the right to exercise any and all remedies afforded under law or at equity, including, but not limited to, the right to obtain injunctive relief.

3. As used herein, “Minerals” shall mean: any and all gravel, sand, oil, gas, and other liquid hydrocarbon substances, casinghead gas, coal, carbon dioxide, helium, geothermal resources, and all other naturally occurring elements, compounds and substances, whether similar or dissimilar, organic or inorganic, metallic or nonmetallic in whatsoever form and whether occurring, found, extracted or removed in solid, liquid or gaseous state or in combination, association or solution with other mineral or non-mineral substances in, on or that may be produced from the Diamond Valley Property.

- C. Water Rights, Storage and Delivery Systems. The Town has reserved and excepted its water rights and related infrastructure from the Restricted Parcel. The parties state their intention to negotiate arrangements for Owner’s future use of water-related assets retained by the Town, including irrigation water leases, delivery system agreements, and the like. If the cost of irrigation water delivered to the Diamond Valley Property during 2020 exceeds one-thousand dollars (\$1000), calculated at the rate of \$800 per AF (“Agreed Rate”) at the measuring device, Owner shall pay the full cost of irrigation water delivered to the Diamond Valley Property during 2020 at the Agreed Rate.
- D. Shared Use Agreement. Town and Owner shall in good faith negotiate a Shared Use Agreement (“Shared Use Agreement”) setting forth each party’s rights with regards to the operation, maintenance, management and use of the Diamond Valley Property. The Shared Use Agreement shall include a requirement that the Owner be fully responsible for the cost of all irrigation system repairs and modifications necessary to assure safe public use of the Diamond Valley Property during 2020.
- E. Facilities Plan. Owner will develop the Sports Park in accordance with the Facilities Plan, as Owner may, upon notice to Town, amend from time to time in Owner’s sole discretion so long as Town’s fiscal obligations, rights of use and access rights set forth in the Shared Use Agreement are not materially limited by such revision.

### **III. DIAMOND VALLEY PROPERTY PERMITTED USES, CONNECTIVITY AND STORM DRAINAGE PLANNING.**

- A. Permitted Uses. In order to assure the mutual objectives of the parties with respect to a symbiotic mix of sport-oriented uses, including commercial activity, within the Diamond Valley Property, the parties agree that only certain uses shall be permitted therein. The following listing of Permitted Uses and Non-Permitted Uses shall exclusively define the activity approved by the Town within the Diamond Valley Property:

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### Permitted Uses

- Adventure parks
- Entertainment facilities/Theaters
- Event Centers
- Facilities directly associated with sports programming taking place within the Diamond Valley Property (*i.e.*, restrooms, kiosks, storage etc.)
- Food service (concessions, fast food, drive through, fast casual, sit down etc.)
- Fuel sales and Convenience Centers
- General Commercial zoning district uses by right, except identified as Non-Permitted below
- Health Club
- Hospitality/Hotel/Motel/lodging/student housing
- Indoor or outdoor recreation
- Medical Center/clinic/Hospital
- Museum
- Retail not identified as non-permitted below
- For-profit sports-anchored academies or schools
- Sports fields
- Sports-related office(s)
- Stadium
- Support services for other permitted uses
- Large and small places of assembly as defined in the *Windsor Municipal Code*

### Non-Permitted Uses

- Any use prohibited under the *Windsor Municipal Code* and not permitted above
- Automobile or recreational vehicle sales and service establishments, including used car lots
- Garden Center/landscape supply
- Lumber and building supply yards
- Mini rental storage units (not directly associated with park/sports park business)
- Non-sports related industrial uses
- Sexually-oriented businesses
- Tire stores/storage/manufacturing
- Tax-exempt schools

- (1) Any proposed use in violation of the foregoing listing of Permitted Uses or falling within the Non-Permitted Uses shall be ineligible for development approval and/or issuance of a certificate of occupancy. Any use in violation of the foregoing listing of Permitted Uses or falling within the Non-Permitted Uses shall be subject to the remedies set forth for use violations in the *Windsor Municipal Code*.

- (2) Nothing herein shall preclude the parties from modifying the listing of Permitted Uses set forth in this Section III. Any such modifications shall not take effect until set forth in writing and signed by the parties or their successors in interest.
- (3) The Permitted Uses and Non-Permitted Uses set forth herein shall prevail over and supersede uses by right in any zoning district designation for any portion of the Diamond Valley Property.
- B. Contract Planning Services Available. Development approval within the Sports Park shall be processed in accordance with the requirements of the Windsor Municipal Code. At its sole expense, Owner shall be eligible for development review by third-party land use planners under contract with the Town in accordance with the Town's policies for provision of such services.
- C. Transportation and Trail Connectivity. In order to assure future development within the entire Diamond Valley Property is integrated with Town-approved transportation and trail master-plans, Owner shall provide to the Town an easement for a bicycle and pedestrian trail within the Diamond Valley Property generally falling within the permanent Law Ditch Master Drainage Channel Easement referred to in sub-section III.D below. Such easement shall be in commercially reasonable form and location as approved by the parties. Owner shall bear no cost for locating or surveying the specific location of the bicycle and pedestrian trail easement or the installation or maintenance of improvements within such easement. Nothing herein shall require the Town to install any improvements in the easement referred to in this sub-section III.C.
- D. Storm Drainage Master Planning. In order to assure future development of sites within the entire Diamond Valley Property is undertaken consistent with an integrated storm drainage plan, Owner shall receive Town approval for a storm drainage master plan ("DV Property Drainage Master Plan"). The DV Property Drainage Master Plan shall provide for adequate integration of storm drainage facilities throughout the Diamond Valley Property as development occurs. If required by the Town during the site planning process for the Property, and in accordance with the Town's adopted Storm Drainage Master Plan, the DV Property Drainage Master Plan shall provide for permanent and temporary easements sufficient for the installation and maintenance of the Town's Law Ditch Master Drainage Channel. Unless otherwise provided in the Site Plan Development Agreement applicable to the Diamond Valley Property, the Law Ditch Master Drainage Channel easements shall lie immediately east of the existing 25-foot ditch easement to Great Western Sugar Company recorded December 31, 1959, at Book 1547, Page 612 & 613 of the books and records of the Weld County Clerk & Recorder. The allocation of cost for the installation of improvements identified in the Drainage Master Plan shall be determined in accordance with generally-applicable Town requirements.

- E. Variances. The Town acknowledges that the unique nature and development of the Sports Park may require certain variances, modifications or exceptions be made to the Town's rules or regulations regarding heights of buildings, lighting, parking, signage or other aspects of the development. If variances, modifications or exceptions are required for development of the Sports Park, the Town staff shall work in good faith to present such requested variances, modifications or exceptions to the appropriate approving bodies for consideration.

#### IV. TOWN'S REVERSIONARY RIGHTS; CONTINUATION AND DISCONTINUATION OF SPORTING ACTIVITY.

- A. Reaffirmation of Reversionary Clause. The parties reaffirm that the Restricted Parcel Deed for the Restricted Parcel contains a reversionary clause requiring that *the entire Restricted Parcel and all improvements thereon shall be and remain open to the public for athletic activity through December 31, 2038*. The parties intend that the entirety of the Restricted Parcel shall be subject to the reversionary clause, unless released pursuant to this Section IV.
- B. Release from Reversionary Clause.
1. Discretionary Release. The Town may in its sole and absolute discretion release all or any portion of the Restricted Parcel from the effect of the reversionary clause found in the Restricted Parcel Deed. Any such release may be subject to conditions established by the Town Board. Such a release shall occur only upon official action of the Windsor Town Board taken at a regular or special meeting in accordance with the Town's Home Rule Charter.
  2. Sports Bubble Site. Owner intends to construct upon the portion of the Restricted Parcel legally described on **Exhibit B**, an air supported structure and attached two-story building for use as an indoor sports facility in two phases ("Sports Bubble Site") to be completed on or before December 31, 2022. Upon Owner's delivery to the Town of a surety bond in a form acceptable to the Town in an amount of no less than One-hundred-fifty-thousand dollars (\$150,000) ("Surety Bond"), the Town will deliver its quit claim deed releasing the Town's reversionary rights in the Sports Bubble Site. The Town's quit claim deed shall only be recorded upon the Owner's satisfaction of all lender requirements for closing, and shall be recorded immediately prior to the deed of trust securing Owner's financing for construction of improvements within the Restricted Parcel.
  3. Release of Surety Bond. The Surety Bond will remain in full force and effect to secure the completion of the Sports Bubble, as evidenced by a Town-issued permanent Certificate of Occupancy for the first phase of Sports Bubble construction. Unless the Surety Bond is called by the Town in accordance with its terms, the Surety Bond shall in no event remain in effect beyond January 31, 2023.

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4. Commercial Use. Notwithstanding anything contained herein to the contrary, if Owner receives a building permit from the Town to build a commercial facility on the Restricted Parcel and Owner constructs such commercial facility in accordance with the building permit, then the Town shall within 30 days of certificate of occupancy issuance quit claim its interest in the land upon which the commercial facility is built, and all improvements thereon, from the effect of the reversionary clause found in the Restricted Parcel Deed.
- C. Continuation and Discontinuation of Sports Activity. The parties reaffirm their intention that the Minimum Improvements Requirements shall remain open to public sports activity indefinitely. However, the parties acknowledge that circumstances may arise that render continued sports activity inadvisable or economically infeasible, both within and outside of the Minimum Improvements Requirements. Accordingly, the parties agree to the following with respect to the future discontinuation of sports activity within the Restricted Parcel:
- (1) Owner shall keep the Minimum Improvements Requirements open to first-priority use by the Town and operating as an outdoor sports-related activity facility in accordance with the Shared Use Agreement.
  - (2) After December 31, 2038, Owner shall first notify the Town of its intention to discontinue sports-related programming within those portions of the Restricted Parcel improved for sports activity but that do not include the Minimum Improvements Requirements (“Discontinuation Notice”). The Discontinuation Notice shall be given to the Town no less than thirty-six (36) months prior to the intended date of discontinuation. Upon receipt of the Discontinuation Notice, the Town shall have one-hundred-eighty (180) days to notify Owner of the Town’s intention to purchase all or any portion of the Restricted Parcel that has been developed for sports-related activity that falls outside of the Minimum Improvements Requirements (“Town Purchase Notification”). The purchase price shall be determined through an independent appraisal of the fair market value of land and improvements. To the extent that improvements are owned by the Future Legends Metropolitan District, the Town’s rights of purchase shall not apply to such improvements. Following receipt of the Town Purchase Notification, the parties will negotiate a purchase and sale agreement and schedule a closing. Upon closing, Owner will convey all or the agreed portion of the Restricted Parcel, including both real property and improvements thereon, to the Town, free and clear of encumbrances, at the price determined as provided in this sub-section.
  - (3) Unless and until the Town takes title to all or any portion of the Restricted Parcel under this sub-section IV.C, Owner shall continue to operate those portions of the Restricted Parcel that have been developed for sports-related activity outside of the

Minimum Improvements Requirements as a sports-related activity facility as required under this Amendment for the remainder of the 36-month notification period.

- (4) After December 31, 2038, and in the event the Town does not exercise its right to purchase all or any portion of the Restricted Parcel as set forth in sub-section IV.C.(2) above, Owner shall have full authority to make other use of or dispose of those portions not purchased by the Town, and this Amendment shall terminate.
- (5) For purposes of this Amendment “developed for sports-related activity” shall mean improved outdoor sports fields, improvements to outdoor sports fields, outdoor parking areas not then-subject to shared parking agreements with commercial developers, concession and restroom facilities, seating, social areas, dug-out's and shelters intended for public use, outdoor lighting systems, scoreboards, signage, private driveways, irrigation systems and any facilities not exclusively dedicated to commercial activity.

## **V. WAIVER AND RELEASE OF CLAIMS.**

- A. In consideration of the terms set forth herein, Owner, its investors, principals, agents, officers and employees, hereby fully and unconditionally waive and release the Town of Windsor and its officials, agents and employees from any and all claims of any nature, whether known or unknown, accruing before the Effective Date. This waiver and release of claims shall be broadly construed, and shall extend to any and all claims, regardless of the theory of recovery. This provision shall be construed to prevent Owner, its investors, principals, agents, officers and employees from bringing any claims of any nature accruing prior to the Effective Date against the Town.
- B. In consideration of the terms set forth herein, the Town, on its own behalf and on behalf of its officials, principals, agents, officers and employees, hereby fully and unconditionally waive and releases Owner and its officials, agents and employees from any and all claims of any nature, whether known or unknown, accruing before the Effective Date. This waiver and release of claims shall be broadly construed, and shall extend to any and all claims, regardless of the theory of recovery. This provision shall be construed to prevent the Town its officials, principals, agents, officers and employees from bringing any claims of any nature accruing prior to the Effective Date against Owner.

## **VI. MISCELLANEOUS.**

- A. Entire Agreement. The terms set forth herein represent the entire understanding of the parties with respect to its subject matter. There are no enforceable representations, promises or undertakings other than set forth herein.

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- B. Review of Counsel. Each party hereby affirms that it has consulted with independent legal and finance counsel to the extent necessary to assure a full and fair understanding of the effect and consequences of this Amendment.
- C. No Third-Party Beneficiaries. Except for agents and consultants of the parties, there are no third-party beneficiaries intended under this Amendment. No person or entity other than the signatories below shall have any right to enforce this Amendment.
- D. Severability. If any portion of this Amendment is declared unenforceable by a court of competent jurisdiction, the remainder shall nonetheless be given full effect.
- E. Governing Law, Venue. This Amendment shall be construed in accordance with Colorado law. Venue for any litigation between the parties arising out of this Amendment shall exclusively lie in the state courts of Colorado, sitting in Weld County.
- F. Binding Effect. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
- G. Assignment. Owner shall not assign its interest in the Restricted Parcel without the Town's prior written consent and no such assignment shall be effective as to the Town unless the Town has given its prior written consent. The Town will respond to any request for consent to assignment within ninety (90) days of receipt and if the Town fails to respond within such time period it shall be deemed to have consented to such assignment. Owner shall be permitted to freely assign its rights in the Unrestricted Parcel, and upon such assignment shall be released from its obligations hereunder with respect to the portion of the Restricted Parcel so released.
- H. No Waiver. The waiver by any party of a breach of any term of this Amendment shall not be construed as a waiver of any subsequent breach by any party.
- I. Amendments. This Amendment may only be modified in writing, bearing the signatures of all parties below.
- J. Default, Remedies.
1. Events of Default, Notice.
    - a. Owner's failure to perform or observe any of its covenants, agreements, or conditions set forth in this Amendment shall constitute a default by Owner.
    - b. The Town's failure to perform or observe any of its covenants, agreements, or conditions set forth in this Amendment shall constitute a default by the Town.

c. Neither party may declare a default until written notice has been given to the other party as provided in Section VI.K below. Upon receipt of such written notice, the party so notified shall have the right to cure any default within 30 days; provided, however, that if the default is not curable within thirty (30) days, the defaulting party shall have the amount of time reasonably necessary to cure the default so long as the defaulting party promptly commences and diligently pursues cure thereof.

2. Remedies Upon Default.

a. In the event of a breach or default of this Amendment by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages.

b. If the Town exercises its purchase option in the Restricted Parcel as described in Section IV.C, Town shall not be entitled to any other remedies, whether at law or equity, for Owner's breach of or default under this Agreement.

c. Except as limited and as permitted by Colorado law, the prevailing party in any litigation arising out of this Amendment shall be entitled to an award of reasonable attorney fees in addition to any other relief granted by a court of competent jurisdiction. Nothing herein shall be deemed a waiver by the Town of its privileges and immunities under Article XI, Section 1 and Article X, Section 20 of the Colorado Constitution.

K. Notice. Any notice required under this Amendment shall be deemed received after three (3) days if mailed by United States Mail, certified mail return receipt requested, addressed as follows:

TO TOWN:

Town Manager  
301 Walnut Street  
Windsor, CO 80550

With copy to:

Town Attorney  
301 Walnut Street  
Windsor, CO 80550

TO OWNER:

Jeff Katofsky  
4558 Sherman Oaks Avenue  
Sherman Oaks, CA 91403

With a copy to:

Kutak Rock LLP  
1801 California Street, Suite 3000  
Denver, Colorado 80202  
Attn: Kathryn A. Starick

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Each party may update contact and address information upon notification hand-delivered or mailed to the other party at above address(es), United States Mail, First Class postage pre-paid.

- L. Covenant Runs With the Land, Non-Merger. This Amendment shall be recorded in the books and records of the Weld County Clerk & Recorder's Office, and shall be deemed a covenant running with the land. The provisions of this Amendment shall survive delivery of any deed referred to herein, and shall not merge therein.
- M. Availability of Funds. The Town's fiscal obligations herein shall be subject to appropriation and legal availability of funds.
- N. Counterparts. This Amendment may be executed in counterparts, the assembled signature pages serving as each party's execution of the whole.
- O. Incorporation of Extension Agreement. Notwithstanding the extinguishment of the Second Agreement for Extension of Time dated July 31, 2020, by its terms, the terms and conditions of the Second Agreement for Extension of Time are hereby incorporated herein by this reference, and Section 9 thereof shall be of no force or effect.
- P. Amendment Supersedes. This Amendment shall supersede and replace entirely the Amended Agreement upon execution by both parties, with the exception of the following specific sections of the *First Amended and Restated Agreement for Cooperative Development and Use of Diamond Valley Property* dated January 28, 2019:
  - 1. Section V.C, except that the Town's rights to priority use shall be deemed to apply to the Minimum Improvement Requirements called for in accordance with the Second Agreement for Extension of Time dated July 31, 2020.
  - 2. Section VI, B-F.

WHEREAS, the parties have executed this Amendment as of the Effective Date.

TOWN OF WINDSOR

FUTURE LEGENDS, LLC

\_\_\_\_\_  
By: Paul Rennemeyer, Mayor

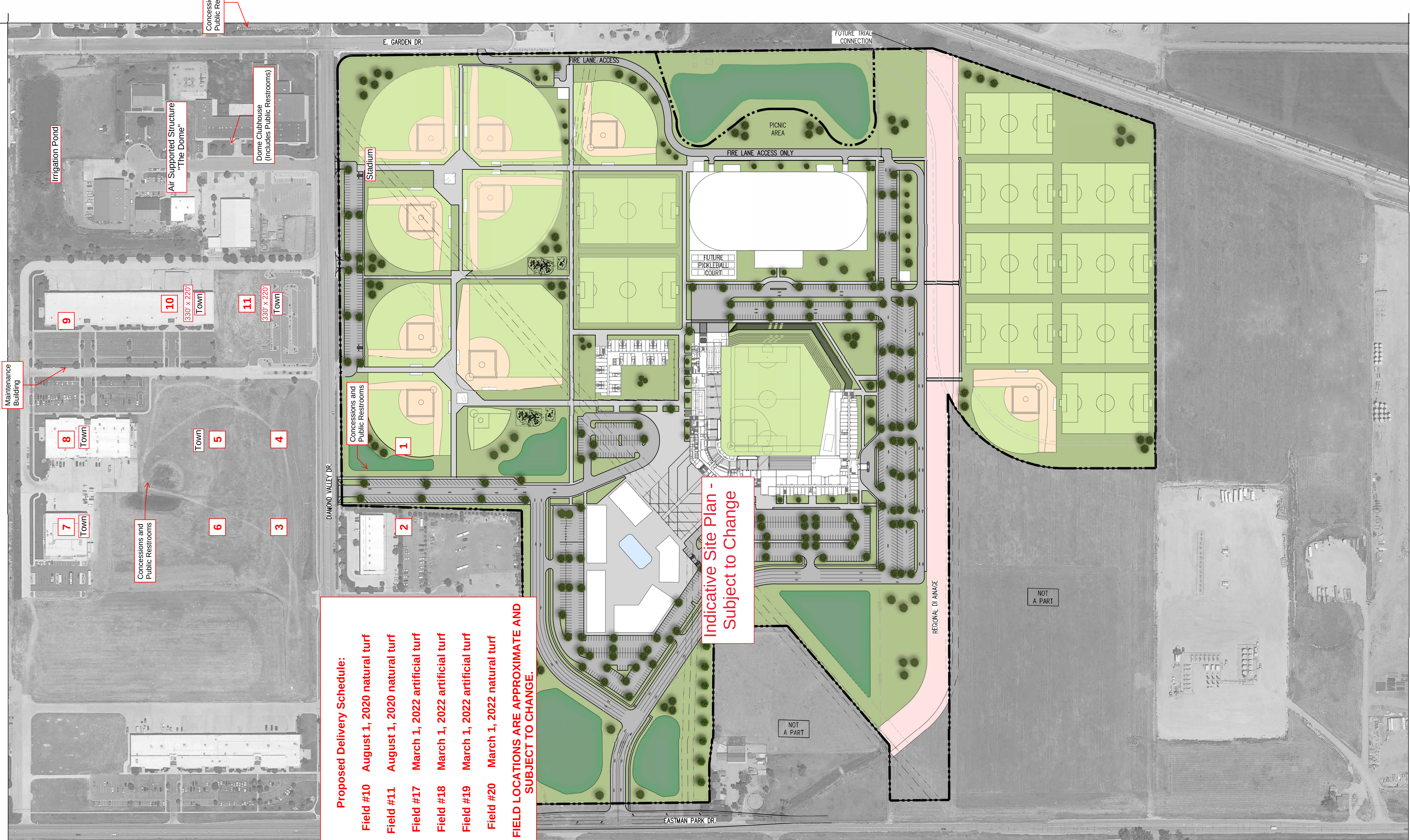
\_\_\_\_\_  
By: Jeffrey Katofsky, Manager

SECOND AMENDED AND RESTATED AGREEMENT FOR COOPERATIVE  
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**EXHIBIT A**  
**FACILITIES PLAN**

SECOND AMENDED AND RESTATED AGREEMENT FOR COOPERATIVE  
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**EXHIBIT B**  
**SPORTS BUBBLE SITE DESCRIPTION**

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EXHIBIT B  
PROPOSED LOT 1

PART OF TRACT A, DIAMOND VALLEY SUBDIVISION FIFTH FILING AS RECORDED AT RECEPTION NUMBER 3202938 IN THE WELD COUNTY CLERK AND RECORDERS OFFICE, LOCATED IN THE SOUTH HALF OF SECTION 22, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6<sup>TH</sup> PM, WELD COUNTY COLORADO, DESCRIBED AS FOLLOWS;

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 22, MONUMENTED WITH A NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "LS 20685";

THENCE N89°17'45"E, A DISTANCE OF 979.58 FEET ON THE NORTH LINE OF SAID TRACT A;

THENCE S00°42'15"E, A DISTANCE OF 373.96 FEET TO THE POINT OF BEGINNING;

THENCE N90°00'00"E, A DISTANCE OF 666.18 FEET

THENCE S00°00'00"E, A DISTANCE OF 414.89 FEET;

THENCE N90°00'00"W, A DISTANCE OF 666.18 FEET;

THENCE N00°00'00"E, A DISTANCE OF 414.89 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 276,393 SQUARE FEET OR 6.345 ACRES.

**BASIS OF BEARING:**

BEARINGS ARE BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 IN WHICH THE EAST LINE OF DIAMOND VALLEY SUBDIVISION AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22 BEARS N00°08'23"W, A DISTANCE OF 2375.70 FEET BETWEEN THE SOUTHEAST CORNER OF SECTION 22, MONUMENTED WITH A 3" BRASS CAP STAMPED "PLS 22098", IN RANGE BOX AND THE NORTHEAST CORNER OF LOT 1, BLOCK 3, SAID DIAMOND VALLEY SUBDIVISION, MONUMENTED WITH A 4 REBAR WITH A 1-1/4" BLUE PLASTIC CAP STAMPED "LS 34174, WITH ALL OTHER BEARINGS RELATIVE THERETO.

**EXHIBIT B** IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT EXHIBIT A - LEGAL DESCRIPTION. IN THE EVENT THAT EXHIBIT A CONTAINS AN AMBIGUITY, EXHIBIT B MAY BE USED TO RESOLVE SAID AMBIGUITY.



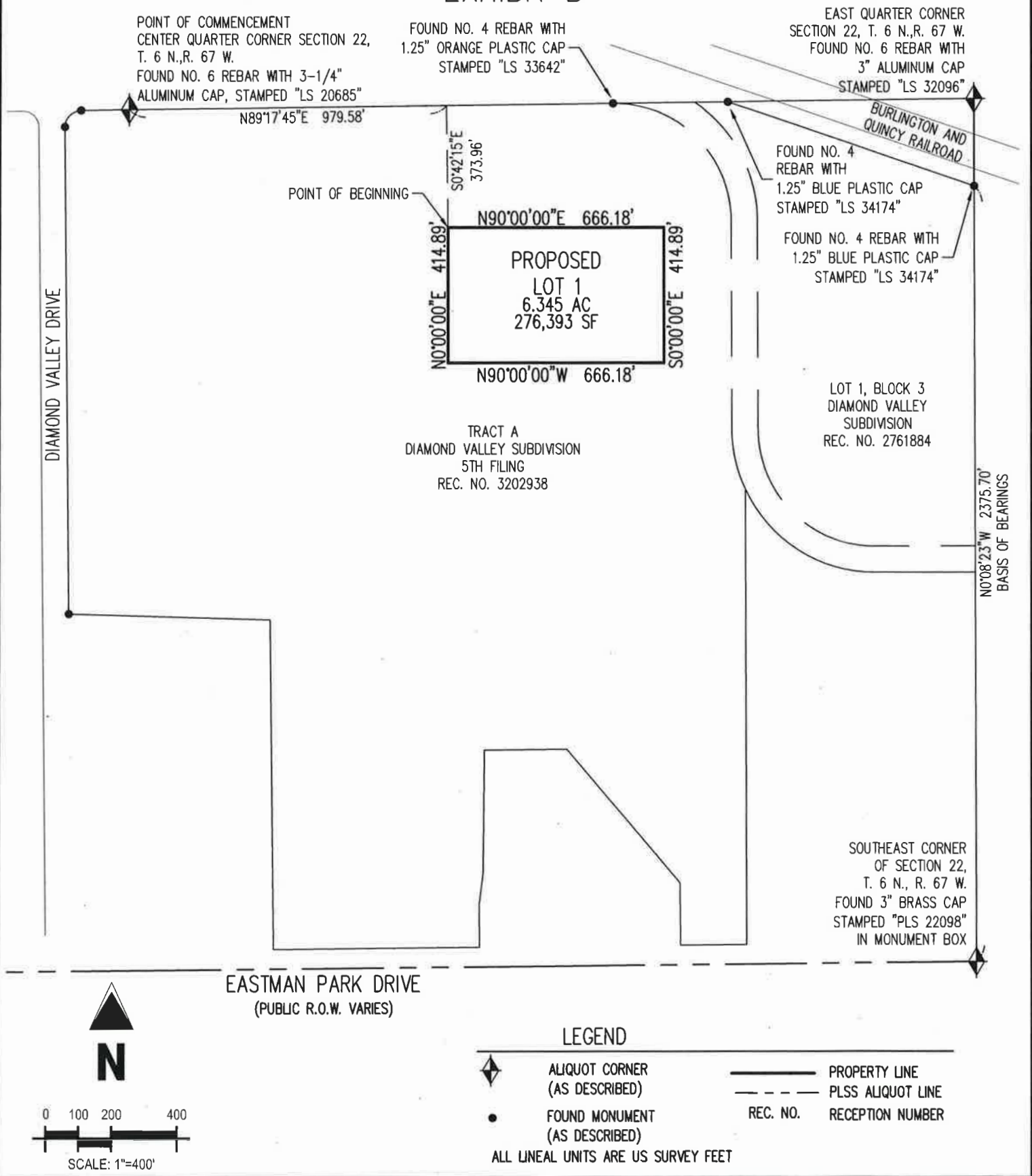
PREPARED FOR AND ON BEHALF OF GALLOWAY  
BY FRANK A. KOHL, PLS# 37067

8/5/2020

H:\Future Legends, LLC\CO, Windsor\_FTL000001 - Colorado National Sports Park\Survey\Docs\ProposedLots\FUTURE LEGENDS-ProposedLot1

NOTE: THIS IS NOT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

## EXHIBIT B



PART OF THE SOUTH HALF OF  
SECTION 22, T. 6 N., R. 67 W. OF THE 6TH P.M.  
WINDSOR, WELD COUNTY, COLORADO

FUTURE LEGENDS PROPOSED LOT 1

Project No: FTL000001.01

Drawn By: AN

Checked By: FAK

Date: 8/5/2020

**Galloway**

5265 Ronald Reagan Blvd., Suite 210  
Johnstown, CO 80534  
970.800.3300 • [gallowayls.com](http://gallowayls.com)

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TOWN OF WINDSOR

RESOLUTION NO. 2020-74

A RESOLUTION APPROVING THE SECOND AMENDED AND RESTATED AGREEMENT FOR COOPERATIVE DEVELOPMENT AND USE OF DIAMOND VALLEY PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the Town of Windsor (“Town”) is a Colorado home rule municipality with all powers and authority as provided by law; and

WHEREAS, on January 28, 2019, the Town approved the *First Amended Agreement for Development and Use of Diamond Valley Property* (“First Amended Agreement”), an agreement that amended an earlier agreement for development and use of the Diamond Valley Property; and

WHEREAS, since approval of the First Amended Agreement, ownership of the Diamond Valley Park has been assumed by Future Legends, LLC (“Ownership”); and

WHEREAS, with the change to new Ownership have come a variety of requests for accommodation of Ownership’s plans for the Diamond Valley Property, including zoning-related action, modifications to field completion deadlines, and extensions of time; and

WHEREAS, Ownership has requested certain modifications to the First Amended Agreement to accommodate financing for the Future Legends Sports Park and related improvements; and

WHEREAS, the Town and the Ownership have negotiated the attached *Second Amended Agreement for Development and Use of Diamond Valley Property* (“Second Amended Agreement”), which is incorporated herein by this reference; and

WHEREAS, the Town Manager and Town Attorney have given their support to approval of the Second Amended Agreement; and

WHEREAS, the Town Board has concluded that the attached Second Amended Agreement promotes the public health, safety and welfare.

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

**Section 1.** The attached Second Amended and Restated Agreement for Development and Use of Diamond Valley Property is hereby approved.

**Section 2.** The Mayor is hereby authorized to execute the Second Amended Agreement on the Town’s behalf.

**Section 3.** The Town Attorney is authorized to make such modifications to the form of the Second Amended Agreement to protect the Town’s interests.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 5<sup>th</sup> day of October, 2020.

TOWN OF WINDSOR, COLORADO

By: \_\_\_\_\_  
Paul Rennemeyer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Frawley, Town Clerk

[Seal]



## MEMORANDUM

**Date:** October 5, 2020  
**To:** Mayor and Town Board  
**Via:** Shane Hale, Town Manager  
**From:** Shane Hale, Town Manager  
**Re:** A resolution in support of the Town of Windsor referred ballot measure  
**Item #:** D.2.

### ATTACHMENTS:

- ▢ Resolution No. 2020-75

## TOWN OF WINDSOR

### RESOLUTION NO 2020-75

A RESOLUTION IN SUPPORT OF TOWN OF WINDSOR REFERRED BALLOT MEASURE 3A APPEARING ON THE NOVEMBER 3, 2020 GENERAL ELECTION BALLOT IN LARIMER AND WELD COUNTIES

WHEREAS, the Town of Windsor (“Town”) is a home rule municipality with all powers conferred by Colorado law; and

WHEREAS, the Town’s citizens and businesses have consistently expressed a desire that the Town Board make the promotion of economic development, community development and the promotion of tourism, conventions and related activities a priority; and

WHEREAS, the Town’s adopted 2020-2025 Strategic Plan identifies a vibrant and healthy economy as a priority for the Town; and

WHEREAS, the Town Board is aware that the promotion of community development, economic development and tourism requires a dedicated funding stream sufficient to meet these purposes; and

WHEREAS, the Town is located in a region where many of its larger municipal neighbors have assured adequate funding for these purposes through the establishment of a hotel lodging tax approved by the registered electors of each municipality; and

WHEREAS, on August 24, 2020, the Town Board adopted Resolution No. 2020-69, incorporated herein by this reference, referring a proposed Ordinance before the voters, under which a three percent (3%) lodging tax would, if approved, be imposed on specified lodging services provided in the Town; and

WHEREAS, the referred measure has been designated as “Town of Windsor Referred Measure 3A” for purposes of the official ballot; and

WHEREAS, the Town Board believes the imposition of a new tax of modest proportion, if approved with the consent of the voters, will serve as a tool for assuring economic vitality within the region by encouraging visitors to enjoy the many attributes Windsor has to offer; and

WHEREAS, Referred Measure 3A will, if approved by the voters, accomplish the following key impacts:

- Impose an excise tax on hotel and short-term lodging visits in Windsor;
- Raise additional tax revenue to be exclusively dedicated to local business promotion, destination tourism, conventions, branding, marketing and sponsorship of community events; and

- Establish a marketing commission appointed by the Town Board and composed of business representatives who will be tasked with making recommendations to the Town Board for disposition of the revenue raised by the new tax; and
- Require amendments to the *Windsor Municipal Code* to implement its terms.

and

WHEREAS, the Colorado Fair Campaign Practices Act, C.R.S. § 1-45-117(1)(b)(III)(A), expressly authorizes the Town Board to adopt a Resolution advocating voter approval of Referred Measure 3A; and

WHEREAS, the Town Board has determined that the health, safety, and welfare of its citizens are promoted by Town Board adoption of this Resolution.

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

1. The Town Board hereby enthusiastically supports the passage of Town of Windsor Ballot Issue 3A.
2. The Town Board urges all eligible voters in Windsor to vote “YES” on Ballot Issue 3A at the November 3, 2020 General Election held by mail ballot in the counties of Larimer and Weld.
3. Pursuant to §1-45-117(1)(b)(III)(B) C.R.S., the passage of this Resolution may be reported and this Resolution may be distributed, through established, customary means other than paid advertising, by which information about other proceedings of the Town Board are regularly provided to the public.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 5<sup>th</sup> day of October, 2020.

TOWN OF WINDSOR, COLORADO

By: \_\_\_\_\_  
Paul Rennemeyer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Frawley, Town Clerk

[Seal]