



**TOWN BOARD  
SPECIAL MEETING**

**December 3, 2018 // 5:30 p.m. // First floor conference room  
301 Walnut Street, Windsor, CO 80550**

**AGENDA**

**A. CALL TO ORDER**

1. Roll Call
2. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board

**B. DISCUSSION ITEMS**

1. Recycling Center Discussion
2. Frank State Wildlife Area Discussion

**C. EXECUTIVE SESSION**

1. An executive session pursuant to Colorado Revised Statutes § 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 Colorado National Sports Park. (Shane Hale, Stacy Miller, Ian McCargar)
2. An executive session pursuant to Colorado Revised Statutes §24-6-402 (4) (f)(I) to discuss personnel matters where the employees who are the subject of the executive session have not both requested an open meeting - Town Manager annual review, Town Attorney annual review (S. Hale and I. McCargar)

**D. ADJOURN**



## **MEMORANDUM**

**Date:** November 29, 2018  
**To:** Mayor and Town Board  
**From:** Eric Lucas, Director of Parks, Recreation & Culture  
**Re:** Recycling Center Re-location  
**Item #:** B.2

### **Background / Discussion**

With the recent transfer of the ownership of Diamond Valley Park to Colorado National Sports Park, the Town must re-locate the recycling center to another location in the very near future (1-3 months). Staff engaged in a quick but thorough examination of multiple locations throughout Windsor. Ultimately, the infrastructure cost involved in other locations was significant and we determined the best location for the recycling center is at the current public works campus. Ultimately, the permanent home will be the future Tacincala Park site when it is developed.

The re-location will entail expansion of the current parking lot to the east, fencing and electrical work (gate / cardboard compactor). Beyond the cost of relocation, we anticipate minimal ongoing expenses. Long term when the site moves to Tacincala Park, the site will become expanded parking for the growing campus.

The presentation will provide details concerning other locations considered, construction plan, timing, cost estimate, marketing/communication, and ongoing operations.

### **Financial Impact**

Staff is working to determine the costs for the project and will provide them on the night of the meeting. We expect the contracted costs (work not performed by the Town), to be somewhere in the range of \$75,000 - \$100,000.

### **Recommendation**

Staff recommends approval to proceed with relocation of the recycling center to the Public Works campus location.

### **Attachments**

b. Map of Location







## MEMORANDUM

**Date:** December 3, 2018  
**To:** Shane Hale, Town Manager  
Mayor & Town Board  
**From:** Jessica Scheopner, Customer Service Supervisor  
**Re:** Residential brush/organic yard waste rebate program  
**Item #:** B.2.

### Background/Discussion

During the 2019 budget process it was decided that the Town will no longer be providing brush/organic yard waste recycling as part of the overall recycling services in the future. Staff was directed to explore and research a rebate program to encourage residential properties to recycle their brush/organic yard waste.

Staff researched area brush/organic yard waste recycling centers and the average cost a consumer would pay for the services.

- Yard/garden waste, leaves, and grass clippings \$10.25/load
- For sod/soil, dirty rock, branches and brush \$22.50 /load
- Average cost \$16.25/load

Implementation of a rebate program requires a general application, proof of residency, proof of payment for a qualifying service/product, issuance of the rebate, tracking and communication of the program. This particular program would be managed through the Customer Service Division. The overhead cost per rebate is illustrated below and is included in the financial impact.

| OVERHEAD EXPENSES                 |                |
|-----------------------------------|----------------|
| Personnel Cost/hr                 | \$15           |
| Time (hours)per rebate            | 0.1            |
| Supply costs (postage,paper, etc) | \$ 0.50        |
| <b>COST PER REBATE</b>            | <b>\$ 1.55</b> |

### Recommendation

Staff is recommending the implementation of an annual brush/organic yard waste rebate program for residential properties beginning January 1, 2019. Staff is recommending a rebate amount of \$10 for 2019.

### Financial Impact

The financial impact is dependent upon two variables 1) the rebate amount and 2) the level of participation from residents. Below illustrates the cost of the program at varying participation levels. All figures are based on the current number of residential accounts through the utility billing system. The current number of residential accounts is 9,770.

| Participation | \$5       | Overhead     | TOTAL COST   |
|---------------|-----------|--------------|--------------|
| 100%          | \$48,850  | \$ 15,143.50 | \$63,993.50  |
| 75%           | \$36,638  | \$ 11,357.63 | \$47,995.13  |
| 50%           | \$24,425  | \$ 7,571.75  | \$31,996.75  |
| 25%           | \$12,213  | \$ 3,785.88  | \$15,998.38  |
| 10%           | \$4,885   | \$ 1,514.35  | \$6,399.35   |
| 5%            | \$2,443   | \$ 757.18    | \$3,199.68   |
|               |           |              |              |
| Participation | \$10      | Overhead     | TOTAL COST   |
| 100%          | \$97,700  | \$ 15,143.50 | \$112,843.50 |
| 75%           | \$73,275  | \$ 11,357.63 | \$84,632.63  |
| 50%           | \$48,850  | \$ 7,571.75  | \$56,421.75  |
| 25%           | \$24,425  | \$ 3,785.88  | \$28,210.88  |
| 10%           | \$9,770   | \$ 1,514.35  | \$11,284.35  |
| 5%            | \$4,885   | \$ 757.18    | \$4,885.00   |
|               |           |              |              |
| Participation | \$15      | Overhead     | TOTAL COST   |
| 100%          | \$146,550 | \$ 15,143.50 | \$161,693.50 |
| 75%           | \$109,913 | \$ 11,357.63 | \$121,270.13 |
| 50%           | \$73,275  | \$ 7,571.75  | \$80,846.75  |
| 25%           | \$36,638  | \$ 3,785.88  | \$40,423.38  |
| 10%           | \$14,655  | \$ 1,514.35  | \$16,169.35  |
| 5%            | \$7,328   | \$ 757.18    | \$8,084.68   |
|               |           |              |              |



## **MEMORANDUM**

**Date:** November 29, 2018  
**To:** Shane Hale, Town Manager  
**From:** Eric Lucas, Director of Parks, Recreation & Culture  
**Re:** Frank State Wildlife Easement Acquisition  
**Item #:** Wks Item #3

### **Background / Discussion**

In September 10<sup>th</sup> of 2014 the Town entered into an agreement with the Colorado Division of Parks and Wildlife (CPW) to convey the Frank Stand Wildlife Easement to the Town of Windsor. Action items in the agreement consisted of completion of a Baseline Study, Management Plan and final completion of mining and restoration activities on the sites by the property owner. The study and plan were both completed with grant funding in 2015 and 2016. Mining activities continue on the site to and CPW has notified staff they are no longer interested in holding the easement. CPW staff stated they have sought an alternate entity to hold the easement without success. On November 28, 2019, CPW contacted Town staff and informed staff that they intend to terminate the easement (this would remove the current protections from the site), or are willing to convey the easement to the Town of Windsor if the conveyance process can get underway now.

This is a critical area of conservation in Windsor and would be a significant loss. The area is well recognized within the region as a destination for recreation, most abundantly for fishing and wildlife viewing on areas accessible by the Poudre Trail. Elimination of the easement would eliminate those recreational opportunities and potentially make trail connections from West and North of the River significantly more difficult.

### **Financial Impact**

Costs associated with management of the FSWA CE's would be minimal for trail maintenance, trash or any other needs, estimated at about \$3,000 per year. This can be absorbed by the current Open Space & Trails Division with Parks staff assistance. CPW would remain responsible for law enforcement related to fishing; other law enforcement would be TOW responsibility.

### **Relationship to Strategic Plan**

Acquisition of the Easements would assist in but not be limited to the following benefits:

- Protection of the Poudre River Corridor
- Acquisition of open space, based on the new plan
- Encourage and facilitate the acquisition of future easements for trail development including but not limited to access from the Larimer County portion of Town to the Poudre

- Trail, access to the Poudre Trail for users north of the river as well as connection along CR 13 to the #2Ditch Trail at the Kyger Property.
- Develop and improvement of wildlife viewing access as well as improved fishing access
  - Water Storage / NISP Mitigation efforts
  - Multi Modal Transportation Plan

### **Recommendation**

Staff recommends that the Board direct staff to move forward with acquisition of the Frank State Wildlife Easements

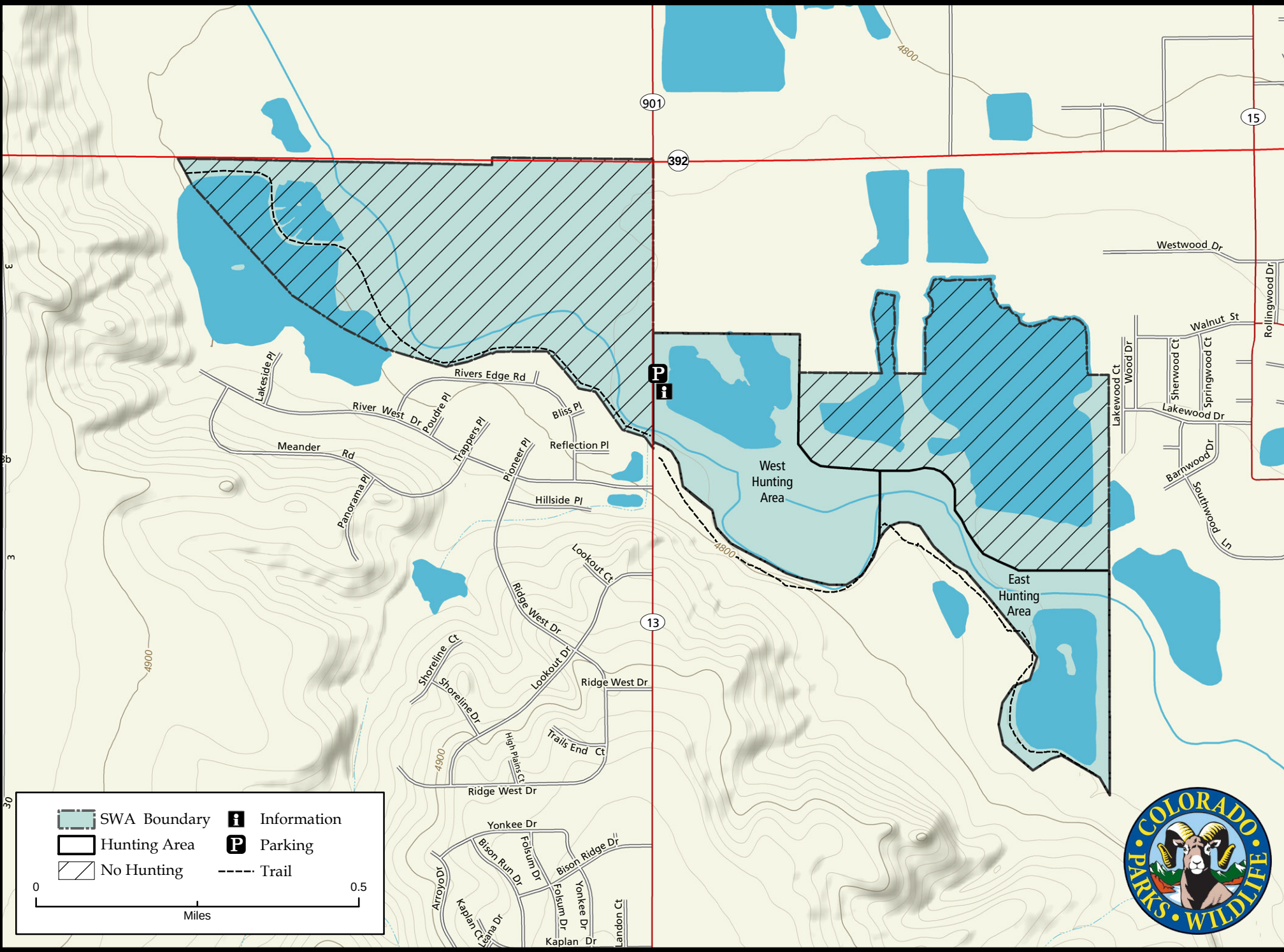
### **Attachments**

Frank State Wildlife Area Map

September 10<sup>th</sup>, 2014 CPW and TOW agreement



# Frank State Wildlife Area



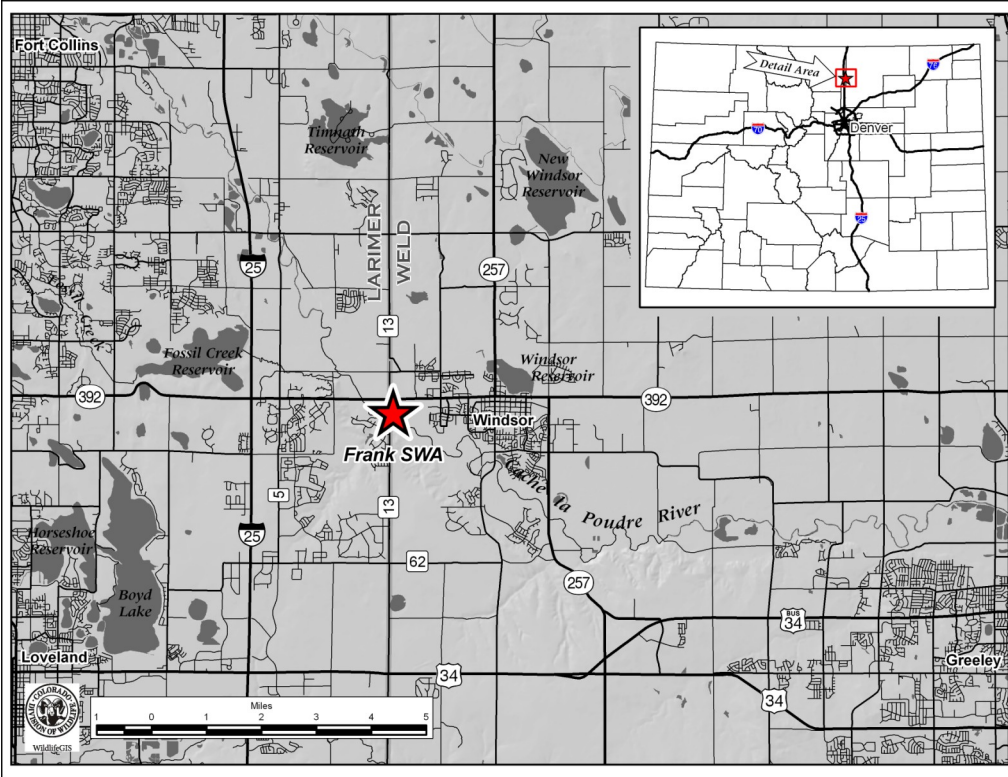
## Frank State Wildlife Area Larimer & Weld Counties

From Interstate 25 at the Windsor exit (Exit 262), go 2.3 miles east on Highway 392 to County Road 13, then 1/2 mile south (right) to the parking area.

### Wildlife Area Offers:

Hunting: Deer, Rabbit, Squirrel,  
Pheasant, Dove,  
Waterfowl

Fishing: Warmwater



**#901.A:** Reservations may be made by calling 1-800-846-9453. Reservations are not accepted more than 14 days in advance of the hunt date, nor after 12:00 noon on the day before the hunt date, or Friday at 12:00 noon for Sundays and holidays falling on Monday. Hunters who wish to cancel a reservation must do so no later than 12:00 noon on the day before the hunt date. Failure to hunt a reserved area without prior cancellation, or follow check station procedures, may cause forfeiture of the privilege to make reservations for the remainder of the hunting season. Hunters are limited to a maximum of one reservation per hunt date and one reservation per phone call. Reservations are not transferable. The individual named on the reservation must be at the property on the day of the hunt and be a licensed hunter for the species to be hunted.

### Regulations:

- A. Discharge of firearms or bows is prohibited, except when hunting.
- B. Discharge of bows is allowed for bowfishing.
- C. Fires are prohibited.
- D. Hunting is prohibited, except with shotguns or bows.
- E. Camping is prohibited.
- F. Boating is prohibited in a manner that creates a white water wake.
- G. During regular duck seasons, all waterfowl and small game hunting on this property is limited to Saturdays, Sundays, Mondays and legal holidays. A reservation is required. Reservations may be made according to #901.A of these regulations. No more than four hunters are allowed per reservation.
- H. Hunters must check out at the designated check station in accordance with the procedures posted at the property.
- I. During regular duck seasons, hunters with reservations may only hunt the area specified on the reservation. 22
- J. Hunting is prohibited west of WCR 13 and in the posted safety zone in the northeast corner of the property.

### More Information:

CPW Office (Fort Collins): (970) 472 - 4330

Website: <http://wildlife.state.co.us/>

*In addition to or in place of those restrictions listed in regulation #900 the above listed provisions or restrictions apply (see Chapter 9, <http://wildlife.state.co.us/RulesRegs/Regulations/>).*

This product is produced and distributed by: Colorado Parks and Wildlife - GIS Group, 317 W. Prospect, Fort Collins, CO 80526. Information depicted hereon is for reference purposes only and is compiled from best available sources. Mapped property boundaries may or may not reflect actual legal holdings. Please observe and respect all marked boundaries and signs on the property. Regulations are subject to change - posted regulations at the individual SWA take precedence over any regulations referred to here. For further information, please see regulations brochures available at CPW offices or [wildlife.state.co.us](http://wildlife.state.co.us).

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 10<sup>th</sup> day of September, 2014, by and between the TOWN OF WINDSOR, COLORADO, a Colorado home rule municipality, hereinafter referred to as "the Town" and the STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS AND WILDLIFE and the PARKS AND WILDLIFE COMMISSION, hereinafter referred to as ("CPW").

WHEREAS, CPW currently holds five (5) conservation easements ("the Easements") on certain property located in or adjacent to the Town in both Weld County and Larimer County; and

WHEREAS, CPW has for many years actively and effectively managed the Easements for the benefit of the citizens of the state and the region; and

WHEREAS, as a result of increased population growth and development in the Town and other areas surrounding the Easements, continued management of the Easements by CPW no longer meets the mission statement of CPW and more closely meets the mission statement of the Parks and Recreation Department of the Town; and

WHEREAS, the Town is interested in promoting the recreational opportunities presented by the Easements; and

WHEREAS, in accordance the provisions of this MOU, the Town is willing to accept the assignment of the Easements and assume responsibility for such management; and

WHEREAS, both the Town and CPW ("the Parties") recognize that numerous steps must be taken, and required due diligence must performed, before the formal transfer of the Easements can occur; and

WHEREAS, by the terms of this MOU the Parties desire to set forth those steps and identify the due diligence required and agree that they shall jointly cooperate in accomplishing same with the ultimate goal of accomplishing a formal transfer of the Easements from CPW to the Town.

NOW THEREFORE, the Town and CPW enter into the following non-binding Memorandum of Understanding:

#### PREAMBLE

The Parties acknowledge that the recitals set forth above are true and correct and those recitals are incorporated into the body of this MOU.

#### OWNERSHIP INTERESTS IN PROPERTY ENCUMBERED BY THE EASEMENTS

The Parties recognize that there are a number of property owners and users in the area that comprises the Easements. The Parties likewise recognize that such owners and users are entitled to be informed regard the proposed assignment of the Easements from CPW to the Town and should be entitled to provide input with regard to such assignment and the Management Plan hereinafter addressed.

Accordingly, the Town and CPW agree to work diligently to catalogue the owners and users in the area of the Easements and regularly meet with those owners and users to advise of the progress made with regard to the matters contained in this MOU and to seek their comments and suggestions thereon.

#### III. MANGEMENT PLAN FOR EASEMENTS

CPW acknowledges that at present no formal Management Plan exists for the Easements. Similarly, CPW acknowledges that there is currently no Environmental Report or Baseline Study

for the Easements. The Parties recognize that prior to the assignment contemplated by this MOU, a Management Plan and accompanying Environmental Report and Baseline Study, must be prepared and approved by both CPW and the Town. The parties agree work jointly and cooperatively in the preparation of these documents. In addition to other required information, the Management Plan will be remain consistent with the provisions of the original grant of the Easements and shall include public use of the Easements for fishing, hiking, wildlife viewing, birding, bicycling, photography, exploring and the use of non-motorized boats. It is understood and agreed that, considering the recent urbanization of the area surrounding the Easements, the Management Plan may limit or prohibit hunting as an allowed public use of the Easements.

#### IV. MINING AND RECLAMATION

The Parties acknowledge that the mining of aggregates is currently lawfully occurring on the property comprising the Easements. The Parties agree that while they may actively pursue the dictates of this MOU, the ultimate assignment of the Easements from CPW to the Town will not occur unless and until all mining rights and uses on the property underlying the Easements has been exhausted and that such mining activities, including required reclamation activities, no longer restrict lawful public access to the property as established by the Easements.

#### V. PUBLIC OUTREACH AND EDUCATION

In addition to reaching out to the owners and users of the property comprising the Easements, the Parties shall also jointly agree upon and execute a public outreach campaign to inform and educate the public with regard to proposed Management Plan for the Easements and shall keep the public fully informed with regard to the proposed assignment of the Easements from CPW to the Town.



## VI. PERTINENT DOCUMENTS

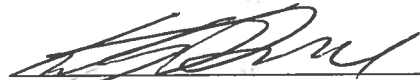
The following documents are attached and made a part of this MOU:

**Exhibit "A"** is a map showing the approximate location of the Easements.

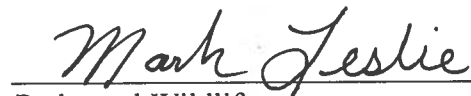
**Exhibit "B"** consists of copies of the original five (5) grants comprising the Easements.

## VII. AUTHORITY AND APPLICABLE LAW

The Town and CPW hereby acknowledge that pursuant to the laws of the state of Colorado, both entities are lawfully authorized to assign, receive, and manage conservation easements. The Parties agree that this MOU shall be governed by the applicable laws of the state of Colorado.

  
\_\_\_\_\_  
Kelly Arnold, Town Manager  
Town of Windsor

9-10-14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Parks and Wildlife

9/10/14  
\_\_\_\_\_  
Date