



TOWN BOARD WORK SESSION

April 24, 2023 - 5:00 PM

1st Floor Conference Room, 301 Walnut Street, Windsor, CO 80550

To view Town Board meeting broadcasts, visit
www.windsorgov.com/MeetingsOnDemand.

AGENDA

GOAL of this Work Session is to have the Town Board receive information on topics of Town business from the Town Manager, Town Attorney and Town staff in order to exchange ideas and opinions regarding these topics.

Members of the Public in attendance are asked to be recognized by the Mayor before participating in any discussions of the Town Board

WORK SESSION AGENDA ITEMS

1. Arbor Day Poster Contest Recognition (5:00 - 5:30 pm)
Main Park
300 Locust Street
Windsor, CO 80550
2. Meet the Board - New Employees - B. Sorenson, Human Resources Manager
3. Windsor/Thornton 2nd Intergovernmental Agreement - W. Willis, Open Space and Trails Manager
4. Halfway Homestead Update -T. Fotsch, Deputy Director of Parks, Recreation, and Culture
5. Boardwalk Park Safety Assessment - E. Lucas, Public Services Director
6. Future Meetings Agenda

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: April 24, 2023
To: Mayor and Town Board
From:
Re: Arbor Day Poster Contest Recognition (5:00 - 5:30 pm)
Main Park
300 Locust Street
Windsor, CO 80550
Item #: 1.

Background / Discussion:

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:



MEMORANDUM

Date: April 24, 2023
To: Mayor and Town Board
From: Bradley Sorenson, HR Manager
Re: Meet the Board - New Employees - B. Sorenson, Human Resources Manager
Item #: 2.

Background / Discussion:

Last Name	First Name	Title	DOH	Dept. Head
Pratt	Stephanie	Parks Maint. Tech I	2/20/2023	Tara Fotsch
Billadeau	Molly	Rec. Coordinator Services	12/12/2022	Tara Fotsch
Douglas	Michael	Facilities Super. Custodial	2/13/2023	Tara Fotsch
Tonnies	Blaine	Facilities Maint. Tech I	1/30/2023	Tara Fotsch

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:



MEMORANDUM

Date: April 24, 2023
To: Mayor and Town Board
From: Wade Willis, Open Space, Trails Manager
Re: Windsor/Thornton 2nd Intergovernmental Agreement - W. Willis, Open Space and Trails Manager
Item #: 3.

Background / Discussion:

Town Staff with Thornton Staff have developed an IGA for installation, construction, operation, and maintenance of the Thornton Water Project pipeline through certain properties; right-of-way/ easement dedication to Windsor for realignment of Colorado Boulevard and installation of a water transmission pipeline; agreement to negotiate an emergency raw water lease; and the potential purchase by Windsor of property owned by Thornton. The IGA was approved by the City of Thornton on February 28, 2023.

At the work session, staff will present the details of the proposed IGA and answer Board questions.

Financial Impact:

None at this time

Relationship to Strategic Plan:

Supports Strategic Growth and Vital Infrastructure

Recommendation:

Direct staff to include on May 8th Regular Town Board Agenda for approval.

CC:

Attachments:

1. Windsor Thornton 2nd IGA

SECOND INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR, COLORADO AND THE CITY OF THORNTON, COLORADO

THIS SECOND INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into effective the ____ day of _____, 2023, by and between Town of Windsor, a Colorado home rule municipal corporation, located at 301 Walnut Street, Windsor, Colorado 80505 ("Town") and the City of Thornton, a Colorado home rule municipality, located at 9500 Civic Center Drive, Thornton, Colorado 80229 ("Thornton" or "Property Owner"), (jointly the "Parties") and is made concerning the real property described on **Exhibit A** ("Property A", otherwise referred to as Lonetree) **and Exhibit B** ("Property B", otherwise referred to as Farm 24) (jointly the "Properties"), attached hereto and incorporated herein by reference, the Thornton Water Project, and an Emergency Raw Water Lease.

RECITALS:

WHEREAS, Thornton is the owner of the Properties; and

WHEREAS, Property A consists of approximately 50.87 acres, more or less, located in unincorporated Larimer County west of Larimer County Road 1 and north of Larimer County Road 32E which is north of and adjacent to Town's Kyger Reservoir property and open space; and

WHEREAS, Property B consists of approximately 288.397 acres, more or less, located in the Town east of Weld County Road 13 and north of Weld County Road 76; and

WHEREAS, Thornton plans to install, construct, operate and maintain a water pipeline, generally referred to as the Thornton Water Project and appurtenances thereto ("the Pipeline") on the Properties; and

WHEREAS, Town plans to construct, operate and maintain a realignment of Larimer County Road 1 ("Colorado Boulevard") on Property A; and

WHEREAS, the Parties agree that Property A is eligible for annexation into Town's corporate limits; and

WHEREAS, Property B was previously annexed into Town and is currently zoned Residential Mixed Use; and

WHEREAS, Town may want to acquire Property B in furtherance of Town's plans for open space, community separators, or other community needs; and

WHEREAS, should the Town annex Property A, the Parties agree that any acquisition shall be subject to the Pipeline; and

WHEREAS, Town desires to have the ability to lease from Thornton, on an emergency basis, raw water supplies; and

WHEREAS, Thornton owns and controls certain water rights that potentially may be leased to Town on an emergency basis under separate agreement; and

WHEREAS, the Parties agree that it is beneficial for the Parties to coordinate and cooperate with each other to accomplish the plans of Parties; and

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.*, and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, it is the intent of the Parties that this Agreement contains the rights and obligations of the Parties which shall be performed by the Parties with respect to: annexation of Property A to the Town; installation, construction, operation and maintenance of the Pipeline within the Properties; the Town's realignment of Colorado Boulevard on Property A; negotiation of a separate raw water lease for emergency use by Windsor; and the Town's potential acquisition of Property B from Thornton.

NOW, THEREFORE, in consideration of the foregoing and the terms, covenants, conditions and provisions hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions for: annexation of Property A to the Town; installation, construction, operation and maintenance of the Pipeline within the Properties; the Town's realignment of Colorado Boulevard and provision for a water transmission pipeline within dedicated right-of-way on Property A; negotiation of a separate raw lease for emergency use by Windsor; and the Town's potential acquisition of Property B. All exhibits attached hereto are incorporated herein by this reference and are an integral part hereof.

2. Annexation of Property A. Property A, including adjacent Larimer County Road 32E right-of-way, shall be annexed to Town by ordinance in accordance with the terms of this Agreement and as shown on the annexation maps attached hereto as **Exhibit C**. The annexation of Property A shall be in accordance with the Colorado Municipal Annexation Act of 1965 (as amended, the "Act"), the Town Code and all applicable laws, and this Agreement. In addition:

- a. Town agrees that annexation of Property A is subject to future perpetual non-exclusive easements for the Pipeline as described on **Exhibit D** ("Permanent Easements"). The Permanent Easements will be superior to any property interests Town acquires through annexation of Property A.
- b. Thornton agrees that it will not withdraw the petition for annexation for Property A once it has been filed with Town.

- c. Thornton will pay Town an application fee of two thousand two hundred fifty-nine Dollars (\$2,529.00) for the annexation and zoning of Property A, which is the fee typically associated with the application for annexation and zoning of similar property. Town will not charge Thornton any other fees for the annexation and zoning of Property A.
- d. Thornton will submit the annexation petition, fee and annexation maps within ten (10) business days of the execution of this Agreement.
- e. Town agrees that the annexation of Property A meets the Review Criteria identified in Sec. 14-2-30 of the Town Land Use Code.
- f. Town will not require Thornton to waive, and Thornton specifically does not waive, any preexisting vested property rights.
- g. Town will not require Thornton to obtain letters of referral from districts, utility providers or other agencies agreeing to service Property A.
- h. Thornton will conduct a neighborhood meeting and public hearings pursuant to the requirements of Windsor Municipal Code sections 14-2-10 and 14-2-30, with Notice requirements governed by 31-12-101 et. seq.
- i. Thornton will not be required to submit any of the following in conjunction with the annexation and zoning of the Property:
 - i. Property Master Plan
 - ii. Public Facility Requirements
 - iii. Fiscal Impact Analysis
 - iv. A Concurrent Master Plan
- j. Upon filing of the petition for annexation, Town will undertake administrative and legislative action on the petition for annexation in a reasonable and timely manner as provided by law.

3. Zoning and Development of Property A. Upon annexation, Property A will be zoned ROL Recreation and Open Lands under Chapter 16, Article I of the Town Code. The Parties acknowledge Thornton currently has no plans to develop Property A and shall be permitted to continue all existing uses.

4. Windsor Water Transmission Pipeline Easement on Property A. Town may elect to construct a water transmission pipeline within an easement granted by Thornton, subject to Paragraph 2(a), for the transmission of water from Town's Kyger Reservoir to an approved point of delivery into the New Cache No. 2 Canal. The said easement shall be up to an additional 30 feet in width in a location generally shown on **Exhibit E Water Pipeline**. The right-of-way will be substantially in the form of **Exhibit F** and will be granted within thirty (30) days of the Town requesting the water pipeline right of way.

5. Roadway on Property A. Thornton agrees to grant to Town a right-of-way, subject to Paragraph 2(a), to construct, install, operate and maintain a roadway across Property A in the location generally shown on **Exhibit E**. The right of way will be substantially in the form of **Exhibit F**, and will be granted within thirty (30) days of the Town requesting the roadway right of way.

6. Installation, Construction, Operation and Maintenance of the Pipeline on the Properties. Thornton will install, construct, operate and maintain the Pipeline within the Properties in the locations as shown in **Exhibit D** in substantial accordance with the plan provided in **Exhibit G**. Town agrees to allow for open cut construction along the entire pipeline segment within Property A (with the exception of the canal crossing by separate agreement). Town agrees that open cut Pipeline construction may take place through the County Road 32E crossing to the connection of the existing pipeline within the Kyger parcel, but only so long as such construction coincides with construction of Town's realignment of Colorado Boulevard as it crosses County Road 32E. In the event the scheduling of Town's realignment of Colorado Boulevard prevents Thornton from proceeding with its Pipeline project through County Road 32E in an open trench, the Parties will discuss alternatives (such as maintaining one lane open to traffic during construction, etc.) to accommodate Thornton's Pipeline construction schedule. Upon request by Thornton, Town will timely grant or process any necessary permits or other approvals for installation, construction, operation and maintenance of the Pipeline through an administrative process unless otherwise required. Thornton will pay customary fees or costs for necessary permits or approvals.

7. Purchase of Property B. Town has expressed interest in purchasing Property B. If Town elects to purchase Property B, the Parties acknowledge and intend that such purchase shall be subject to Permanent Easements for the Pipeline located approximately as shown on **Exhibit D**, and the Permanent Easements will be superior to any property interests Town acquires through the purchase of Property B. The conveyance of the Permanent Easements shall occur simultaneously with the transfer of the Property to the Town.

8. Limited Right of First Refusal. In the event the parties do not enter an agreement for the purchase of Property B by Town within one (1) year of this Agreement, Thornton agrees to grant Town the first right of refusal to purchase Property B for a period of fifteen (15) years from the date first appearing above ("FROR Period"). If during the FROR Period Thornton receives from a third party a bona fide offer to purchase Property B, Thornton may accept said offer but only after first and forthwith giving the Town written notice of said offer, and allowing Town 90 days from the date of receipt of said notice to provide Thornton with written acceptance of the offer, upon the same terms and conditions as set forth in the offer from the third party. If the FROR Period expires during the said 90-day time frame, the FROR Period will be extended to

allow Town the entire 90 days to exercise its right to purchase Property B.

9. Application of Town Laws - Town Services. Except as expressly provided herein, all Town ordinances, regulations, codes, policies and procedures in existence and as the same may change from time to time, shall be applicable to the use and development of Property A, upon annexation. Upon annexation, Town shall provide all customary municipal services to Property A, to the same extent and upon the same terms and conditions as such services are provided to other properties throughout Town.

10. Water and Water Rights. Other than what is addressed in paragraph 14 below, Town shall not require Thornton to provide to Town or to any water provider or district any water or water rights, well or well rights, reservoir or storage rights, stock in mutual ditch and irrigation companies, or any other water or water rights for annexation of Property A, use or development of Property A, or installation, construction, operation or maintenance of the Pipeline.

11. Covenants Run With the Properties. This Agreement shall be recorded in the real estate records of Larimer County and Weld County and constitute a covenant running with the Properties.

12. Burdens and Benefits. The burdens and benefits of this Agreement shall bind and inure to the benefit of the Parties, all estates and interests in the Properties and in the Pipeline, and all successors or assigns of the Parties, except as may be otherwise expressly provided in this Agreement.

13. Infrastructure Standards. The Parties acknowledge and agree that Town Code and Town's then-existing design and construction standards shall be applicable to all future construction of items on the Properties historically considered to be public in nature, including generally, water lines (except the Pipeline as described herein), sewer lines, streets, drainage improvements, park improvements, traffic safety and control devices, etc. common to similar developments in Town.

14. Emergency Raw Water Lease. Thornton agrees to work in good faith with Town to negotiate for the next two (2) years after signing this agreement, an Emergency Raw Water Lease Agreement that identifies potential water rights or raw water supplies that are owned by Thornton that could be leased to Town for municipal purposes, and makes such water right or raw water supplies available to Town on an emergency basis. Water rights or raw water supplies will be leased only to the extent that Thornton is capable of providing such water rights and raw water supplies without cost or injury to Thornton or its water rights. Town specifically acknowledges that such water rights or raw water supplies are not decreed for use by Town. Town assumes all responsibility and cost for making any leased Thornton water rights or raw water supplies legally, physically and administratively available for Town's use, and will provide all information necessary to accurately account for any water rights or water supplies used by Town pursuant to any lease from Thornton.

15. Breach by Thornton - Town's Remedies. In the event of a material breach of any of the terms and conditions of this Agreement related to the Properties by Thornton, and until such breach is corrected, Town may take such actions as are permitted and/or authorized by the

ordinances of Town, this Agreement, and/or other law, as Town reasonably deems necessary in order to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the residents of Town from undue hardship and undue risk. These remedies include, but are not limited to:

- a. The refusal to issue any building permit;
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- c. Refusal to accept further land use applications for the Properties;
- d. Disconnection of Property A and/or Property B from Town;
- e. Specific performance of this Agreement;
- f. Any other remedy available at law or in equity.

Unless necessary to protect the immediate health, safety and welfare of Town, Town shall provide Thornton ninety (90) days prior written notice of its intent to take any action under this paragraph, specifying the claimed breach or default of Thornton. If during such ninety (90) day period Thornton commences to cure the breach described in the notice and proceeds reasonably thereafter to cure the breach, any action taken by Town to enforce this Agreement shall be discontinued and no further action shall be taken by Town to the extent that Thornton diligently pursues the cure to completion.

16. Breach by Town: Thornton's Remedies. Thornton shall have any and all remedies against Town for breach of this Agreement available at law or in equity for a material breach of this Agreement by Town, including but not limited to specific performance, and the right to seek statutory disconnection for a material breach which substantially impairs Thornton's ability to develop the Properties or install, construct, operate and maintain the Pipeline as provided for in this Agreement.

17. Acknowledgements. It is expressly understood that Thornton and Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with Thornton City Charter and Thornton City Code, Town Charter and Town Code, and the laws of the State of Colorado. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances, or as a waiver or abrogation of each other's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of their respective city and town or its inhabitants; nor shall this Agreement prohibit the enactment by Thornton or Town within their respective jurisdictions of any fee, ordinance, resolution, rule or regulation which is of uniform and general application.

18. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to

the addresses of the Parties herein set forth. All notices so given shall be considered effective on the date of delivery or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which further notices shall be sent.

Notice to Town:

Town Manager, Town of Windsor
301 Walnut Street
Windsor, Colorado 80550
Telephone: (970) 674-2400

with copy to:

Town Attorney
301 Walnut Street
Windsor, Colorado 80550
Telephone: (970) 674-2400

Notice to Thornton:

City of Thornton
9500 Civic Center Drive
Thornton, CO 80229
Telephone: 303-538-7200

with a copy to:

City Attorney
City of Thornton
9500 Civic Center Drive
Thornton, CO 80229
Telephone: 303-538-7210

19. Assignment. Thornton shall have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement related to the Properties or Pipeline to any person or entity, directly or indirectly, controlling, controlled by, or under common control with Thornton without the consent of Town. The terms “controlling,” “controlled by,” or “under common control with,” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities or otherwise. Thornton shall also have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement related to the Properties or Pipeline to any other person or entity having the legal authority and financial ability to perform the obligations being assigned to such person or entity after at least thirty (30) days prior written notice to Town. Upon such notice and written assumption of the obligations of Thornton by an assignee, the assignor shall be relieved of any further obligations or liability with respect to the performance of any of the duties or obligations of Thornton which have been assigned or transferred arising after the date such duties and obligations are assumed by the Assignee.

20. Authority to Execute Documents. This Agreement must be mutually approved by Thornton’s City Council and Windsor’s Town Board. Thornton City Council’s approval of this Agreement will authorize the Thornton City Manager to execute Town’s annexation application and petition or other documents as needed to allow Town to process the application as long as the documents are consistent with the terms of this Agreement. Windsor’s Town Board’s approval of

this Agreement will authorize the Windsor Town Manager or his designee to execute all documents necessary for annexation of the Property, and all documents necessary to allow the installation, construction, operation and maintenance of the Pipeline as provided for in this Agreement, including, but not limited to all easements, permits and licenses, as long as the documents are consistent with the terms of this Agreement.

21. Title and Authority. Thornton warrants and represents to Town that it is the record owner of the Properties, except for county roads shown on the annexation map. The persons signing this Agreement on behalf of Thornton or Town represent and warrant that he or she has full power and authority to enter into this Agreement on behalf of Thornton or Town. Thornton and Town understand that each is relying on such representations and warranties in entering into this Agreement.

22. Colorado Governmental Immunity Act. The Parties hereto understand and agree that they are relying on, and do not waive or intend to waive, by any provision of this Agreement, any rights, protections, or privileges provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as it is from time to time amended, or otherwise available to the Parties, their officers, or employees.

23. Multiple Fiscal Year Obligation. This Agreement shall not be deemed a multiple fiscal year obligation in violation of Article X, Section 20 of the Colorado Constitution.

24. Entire Agreement - Amendments. This Agreement represents the entire agreement of the Parties with respect to the annexation of Property A to Town, purchase of Properties by Town, development of the Properties, and the installation, construction, operation and maintenance of the Pipeline within Town. There are no promises, terms, conditions, or obligations other than those contained herein, which shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto. This Agreement may be amended only by written agreement between Thornton and Town.

25. Severability. If any part, term, or provision of the annexation or zoning of Property A or any portion of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, declared void or in conflict with any law of the State of Colorado by final court action, meaning that no appeal can be made or the time to appeal has expired, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the Parties shall cooperate to cure any such defect. If such defect has affected the annexation or zoning of Property A, after cure, Town shall reinstitute and complete proceedings to annex and zone Property A according to the terms of this Agreement and to otherwise carry out the terms and provisions hereof. If necessary, Thornton agrees to reapply for annexation after such cure. If such defect has affected the ability of Thornton to install, construct or maintain the Pipeline, after cure, the Parties agree to take such steps as are necessary allow installation of the Pipeline in accordance with the intent and terms of this Agreement.

26. Effective Date-Termination. This Agreement shall be effective and binding upon both Parties as of the date set forth above but shall not affect the effective date of the ordinance

annexing Property A to Town. The annexation and zoning provisions in this Agreement shall be terminated and considered null and void on the date of disconnection if Property A is subsequently disconnected from Town. The provisions of this Agreement providing for the installation, construction, operation and maintenance of the Pipeline shall not terminate if Property A is subsequently disconnected from the Town.

27. Further Assurances. The Parties agree to execute such additional documents and take such additional action as may be necessary to effectuate the intent of this Agreement.

28. No Duress. The Parties agree that this Agreement is freely and voluntarily executed by them after an opportunity for each party to obtain legal advice.

29. Execution and Counterparts. This Agreement may be executed and filed in any number of counterparts, all of which when taken together shall constitute the entire agreement of the Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.

30. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Should any party institute legal suit or action for enforcement of any right or obligation contained herein, it is agreed that exclusive venue of such suit or action shall be in Weld County, Colorado.

31. Third Party Beneficiaries. This Agreement is made by and between the Parties and, to the extent permitted, successors or assigns and solely for their benefit. No third parties, including but not limited to adjacent property owners and/or individual lot owners or buyers, shall be entitled to enforce the duties or enjoy the rights created herein.

32. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

33. Approvals. Whenever approval or acceptance of Town is necessary pursuant to any provisions of this Agreement, Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date set forth above.

[Signature pages follow]

TOWN:

TOWN OF WINDSOR, COLORADO,
A Colorado Home Rule Municipal Corporation

ATTEST:

Paul Rennemeyer, Mayor

Karen Frawley, Town Clerk

[Seal]

APPROVED AS TO FORM:

Kimberly A. Emil, Interim Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____ 2023, by Paul Rennemeyer, Mayor, Town of Windsor.

WITNESS my hand and official seal.

Notary Public
My Commission expires: _____

THORNTON:

CITY OF THORNTON, COLORADO,
a Colorado home rule municipality

By: _____
Kevin S. Woods, City Manager

ATTEST:

Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

Tami Yellico, City Attorney

Exhibit List

- Exhibit A – Lonetree parcel (Property A) legal description
- Exhibit B – Farm 24 parcel (Property B) legal description
- Exhibit C – Lonetree parcel (Property A) annexation maps
- Exhibit D – Thornton Water Project Permanent Easement on Lonetree parcel and Farm 24 parcels (Properties A and B)
- Exhibit E - Colorado Boulevard Realignment and Waterline Right of Way map on Lonetree parcel (Property A)
- Exhibit F – Waterline Easement and Right of Way document for Colorado Boulevard Realignment
- Exhibit G – Plans for TWP installation on Lonetree parcel (Property A)

EXHIBIT A



State Documentary Fee
Date: January 31, 2020
\$0.00 Exempt

Special Warranty Deed
(Pursuant to C.R.S. 38-30-113(1)(b))

Grantor(s), **LONE TREE INVESTMENTS, LLC**, whose street address is **6200 W 10TH STREET, Greeley, CO 80634**, City or Town of **Greeley**, County of **Weld** and State of **Colorado**, for the consideration of **(\$1,200,000.00) ***One Million Two Hundred Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **THE CITY OF THORNTON A COLORADO MUNICIPAL CORPORATION**, whose street address is **9500 CIVIC CENTER DRIVE, THORNTON, CO 80229**, City or Town of **THORNTON**, County of **Adams** and State of **Colorado**, the following real property in the County of **Larimer** and State of **Colorado**, to wit:

THE E 1/2 OF THE NE 1/4 OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO
EXCEPT THAT PORTION AS CONVEYED BY DEED RECORDED SEPTEMBER 22, 1988 AT RECEPTION NO. 88045751.

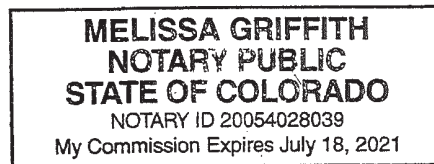
also known by street and number as: **TBD, WINDSOR, CO 80550**

with all its appurtenances and warrant(s) the title to the same against all persons claiming under me(us), subject to Statutory Exceptions.

Signed this day of **January 31, 2020**.

LONE TREE INVESTMENTS, LLC

By: *Wayne A Howard*
WAYNE A. HOWARD, MANAGER



State of **Colorado**)
)ss.
County of **Weld**)

The foregoing instrument was acknowledged before me on this day of **January 31st, 2020** by **WAYNE A. HOWARD AS MANAGER OF LONE TREE INVESTMENTS, LLC**

Witness my hand and official seal

My Commission expires: *7/18/21*

Melissa Griffith
Notary Public

When recorded return to: **THE CITY OF THORNTON A COLORADO MUNICIPAL CORPORATION**
9500 CIVIC CENTER DRIVE, THORNTON, CO 80229



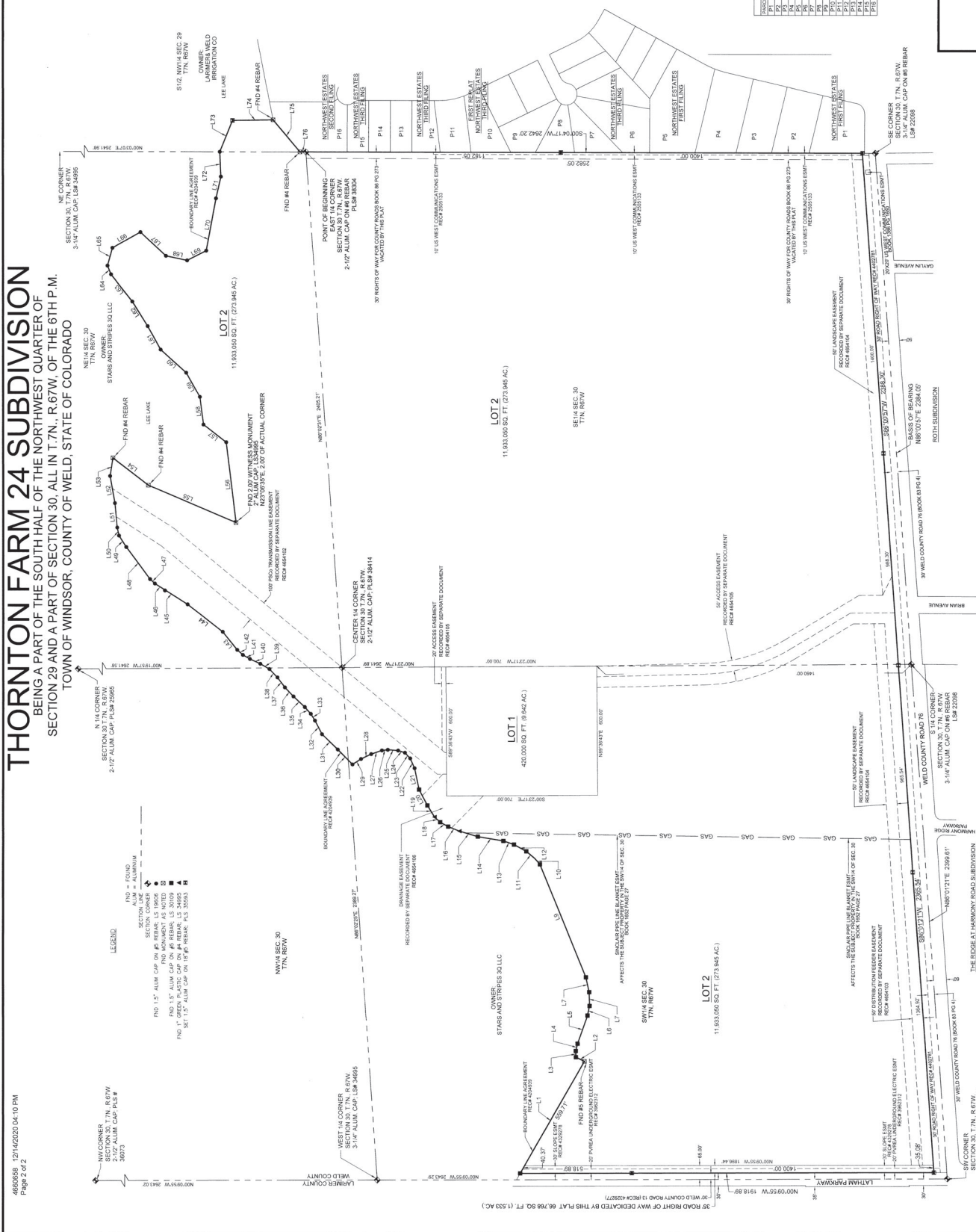
CASE NO. MINS20-001

THORNTON FARM 24 SUBDIVISION

BEING A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, T.7N., R.67W., OF THE 6TH P.M. SECTION 28 AND A PART OF SECTION 30, ALL IN T.7N., R.67W., OF THE 6TH P.M. TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO

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Page 2 of 2

LINE	BEARING	LENGTH
L1	N 89° 02' 52" E	43.96'
L2	N 89° 02' 52" E	38.94'
L3	N 89° 02' 52" E	38.94'
L4	N 89° 02' 52" E	38.94'
L5	N 89° 02' 52" E	38.94'
L6	N 89° 02' 52" E	38.94'
L7	N 89° 02' 52" E	38.94'
L8	N 89° 02' 52" E	38.94'
L9	N 89° 02' 52" E	38.94'
L10	N 89° 02' 52" E	38.94'
L11	N 89° 02' 52" E	38.94'
L12	N 89° 02' 52" E	38.94'
L13	N 89° 02' 52" E	38.94'
L14	N 89° 02' 52" E	38.94'
L15	N 89° 02' 52" E	38.94'
L16	N 89° 02' 52" E	38.94'
L17	N 89° 02' 52" E	38.94'
L18	N 89° 02' 52" E	38.94'
L19	N 89° 02' 52" E	38.94'
L20	N 89° 02' 52" E	38.94'
L21	N 89° 02' 52" E	38.94'
L22	N 89° 02' 52" E	38.94'
L23	N 89° 02' 52" E	38.94'
L24	N 89° 02' 52" E	38.94'
L25	N 89° 02' 52" E	38.94'
L26	N 89° 02' 52" E	38.94'
L27	N 89° 02' 52" E	38.94'
L28	N 89° 02' 52" E	38.94'
L29	N 89° 02' 52" E	38.94'
L30	N 89° 02' 52" E	38.94'
L31	N 89° 02' 52" E	38.94'
L32	N 89° 02' 52" E	38.94'
L33	N 89° 02' 52" E	38.94'
L34	N 89° 02' 52" E	38.94'
L35	N 89° 02' 52" E	38.94'
L36	N 89° 02' 52" E	38.94'
L37	N 89° 02' 52" E	38.94'
L38	N 89° 02' 52" E	38.94'
L39	N 89° 02' 52" E	38.94'
L40	N 89° 02' 52" E	38.94'
L41	N 89° 02' 52" E	38.94'
L42	N 89° 02' 52" E	38.94'
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L53	N 89° 02' 52" E	38.94'
L54	N 89° 02' 52" E	38.94'
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L60	N 89° 02' 52" E	38.94'
L61	N 89° 02' 52" E	38.94'
L62	N 89° 02' 52" E	38.94'
L63	N 89° 02' 52" E	38.94'
L64	N 89° 02' 52" E	38.94'
L65	N 89° 02' 52" E	38.94'
L66	N 89° 02' 52" E	38.94'
L67	N 89° 02' 52" E	38.94'
L68	N 89° 02' 52" E	38.94'
L69	N 89° 02' 52" E	38.94'
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L71	N 89° 02' 52" E	38.94'
L72	N 89° 02' 52" E	38.94'
L73	N 89° 02' 52" E	38.94'
L74	N 89° 02' 52" E	38.94'
L75	N 89° 02' 52" E	38.94'
L76	N 89° 02' 52" E	38.94'
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L80	N 89° 02' 52" E	38.94'
L81	N 89° 02' 52" E	38.94'
L82	N 89° 02' 52" E	38.94'
L83	N 89° 02' 52" E	38.94'
L84	N 89° 02' 52" E	38.94'
L85	N 89° 02' 52" E	38.94'
L86	N 89° 02' 52" E	38.94'
L87	N 89° 02' 52" E	38.94'
L88	N 89° 02' 52" E	38.94'
L89	N 89° 02' 52" E	38.94'
L90	N 89° 02' 52" E	38.94'
L91	N 89° 02' 52" E	38.94'
L92	N 89° 02' 52" E	38.94'
L93	N 89° 02' 52" E	38.94'
L94	N 89° 02' 52" E	38.94'
L95	N 89° 02' 52" E	38.94'
L96	N 89° 02' 52" E	38.94'
L97	N 89° 02' 52" E	38.94'
L98	N 89° 02' 52" E	38.94'
L99	N 89° 02' 52" E	38.94'
L100	N 89° 02' 52" E	38.94'



OWNER	ADDRESS	PHONE
1	10000 E. 1st St.	303.555.1234
2	10000 E. 1st St.	303.555.1234
3	10000 E. 1st St.	303.555.1234
4	10000 E. 1st St.	303.555.1234
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98	10000 E. 1st St.	303.555.1234
99	10000 E. 1st St.	303.555.1234
100	10000 E. 1st St.	303.555.1234

SHEET 2 OF 2

SEH

2000 S. Colorado Blvd.
Denver, Colorado 80222
Phone: 303.555.1234
Fax: 303.555.1235
www.sehinc.com

TO THE TOWN OF WINDSOR
A PART OF THE EAST 1/2 OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF LARIMER, STATE OF COLORADO



**LONE TREE ANNEXATION FOR
THE CITY OF THORNTON
9500 CIVIC CENTER DR.
THORNTON, CO 80229**

SURVEOR'S STATEMENT

I, STEVEN A. DINES, A COLORADO LICENSED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THE FOLLOWING INSTRUMENT, BEING A CERTIFICATE OF THE TOWN OF THORNTON, CITY AND COUNTY OF COLORADO WAS PREPARED UNDER MY DIRECT SUPERVISION, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INSTRUMENT ACCURATELY REPRESENTS THE INTENT OF THE PROPERTY SHOWN AND ANNEXTATION, HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

I FURTHER STATE THAT NOT LESS THAN ONE-SIXTH OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED IS CONTIGUOUS TO THE BOUNDARY LINE OF THE TOWN OF INDIANOR, COUNTY OF LAMAR, STATE OF COLORADO.

FOR AND ON BEHALF OF THE CITY OF THORNTON
STEVEN A. DINES, COLORADO REGISTERED LAND SURVEYOR #24949

FOR REVIEW

SHEET INDEX
SHEET 1 — COVER

ACKNOWLEDGEMENT OF OWNERSHIP INTEREST.

I KNOW ALL BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, LIENHOLDERS, AND HOLDERS OF ANY TYPE OF INTEREST IN THE ABOVE DESCRIBED VESSEL, HAVE HEREBY SET FORTH AND DECLARED THE WAY OF TRANSFER OF SAID VESSEL TO THE NEWLY FORMED PARTNERSHIP, AS HEREIN SET FORTH, UNDER THE NAME OF _____, THE WAY OF LONG TERM ANNEALING, IN COMPLIANCE WITH TOWNS WINDSOR REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNERS SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

IN WITNESS WHEREOF, WE HAVE HERETO SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 20____.

FOR REVIEW

FOR AND ON BEHALF OF THE CITY OF THORNTON
STEVEN A. DYNES, COLORADO REGISTERED LAND SURVEYOR #24949

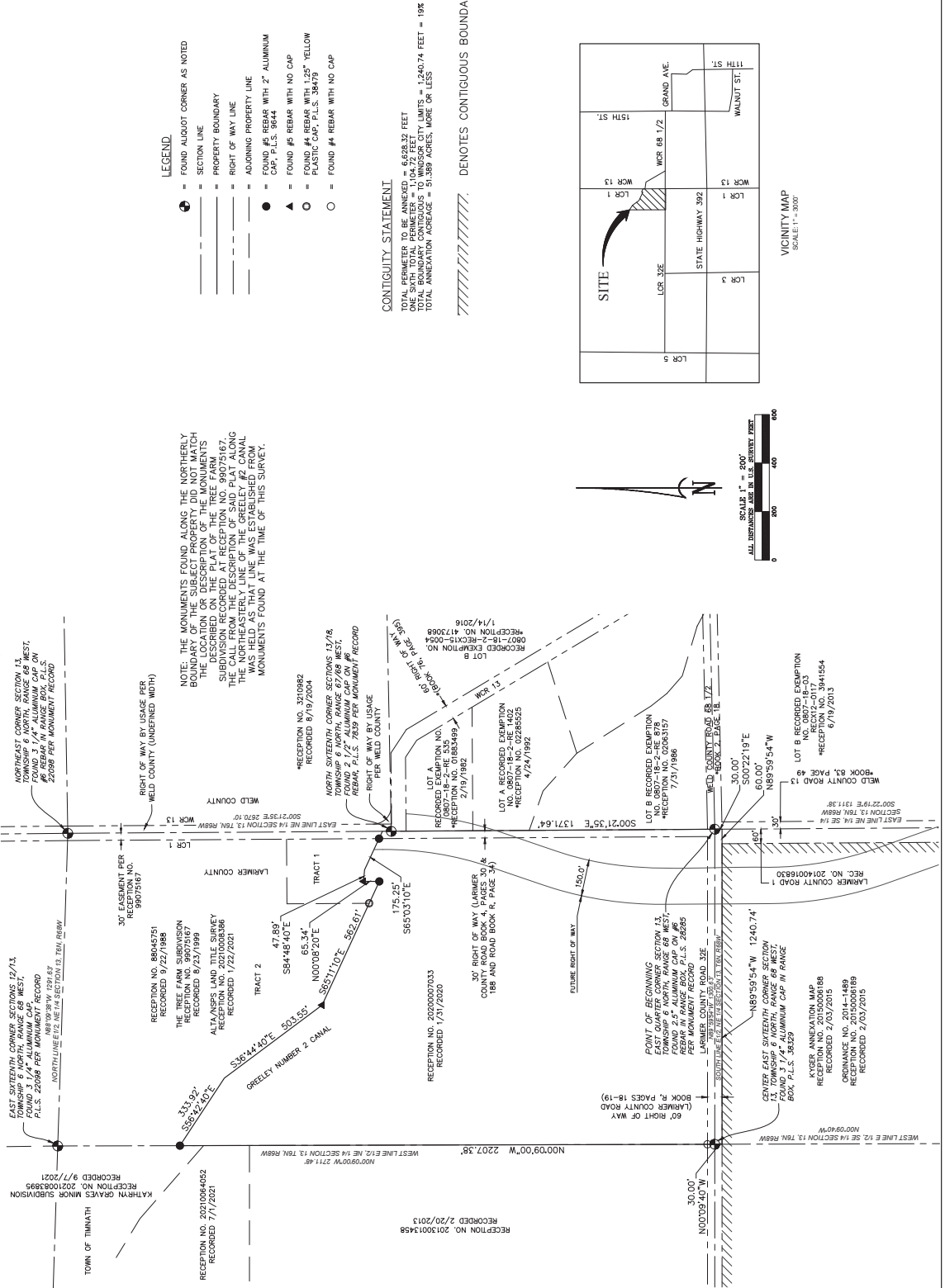
SHEET INDEX

SHEET 1 - COVER

SHEET 2 - PLAN SHEET

LONE TREE ANNEXATION

TO THE TOWN OF WINDSOR
A PART OF THE EAST 1/2 OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF LARIMER, STATE OF COLORADO



CITY OF THORNTON
SURVEY SECTION

INFRASTRUCTURE
DEPARTMENT
INFRASTRUCTURE
ENGINEERING
SECTOR
DIVISION
12450 WASHINGTON STREET
THORNTON, COLORADO
80241
(720) 977-8210

LONE TREE ANNEXATION FOR
THE CITY OF THORNTON
9500 CIVIC CENTER DR.
THORNTON, CO 80229

MARK	DATE	DESCRIPTION
BZ	1/26/2022	
CADD FILE		
LONE TREE ANNEXATION MAP.DWG		
DRAWN BY: BZ		
CHECKED BY: SD		
DESIGNED BY:		
FIELD BOOK NO.		
SHEET TITLE		
PLAN SHEET		
SHEET 2 OF 2		

EXHIBIT D

FARM 24

EXHIBIT A (1 OF 2)

PROPERTY DESCRIPTION

Thornton Water Project CIP 12-777
City of Thornton
Weld County Parcel No. 070530301002
Parcel 38-2 PE

A strip of land, Twenty-five (25) feet in width, being part of Lot 2, Thornton Farm 24 Subdivision, recorded December 14, 2020 as Reception No. 4660658 of the records of the Weld County Clerk and Recorder, located in the Southwest Quarter (SW1/4) of Section Thirty (30), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Windsor, County of Weld, State of Colorado, and being more particularly described as follows:

The West Twenty-five (25) feet of said Lot 2.

Said described strip of land contains 47,215 sq. ft. or 1.084 acres, more or less ($\pm$), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS

650 East Garden Drive
Windsor, CO 80550
(970) 686-5011

JN: 20170445



Michael Chad Dilka –
On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38106

REC. NO. 2016009438

WEST QUARTER CORNER,
SECTION 30, T7N, R67W

30' RIGHT-OF-WAY
USAGE/PRESCRIPTION
(SW $\frac{1}{4}$)

REC. NO. 4262153

20' ELECTRIC EASEMENT
TO POUDRE VALLEY RURAL ELECTRIC ASSOCIATION
(REC. NO. 3962312)

30' SLOPE EASEMENT
TO THE TOWN OF TIMNATH
(REC. NO. 4329278)

47,215 SQ. FT.
1.084 ACRES

38-2

OWNER: CITY OF THORNTON
(REC. NO. 02068011)

LOT 2

THORNTON FARM 24 SUBDIVISION
(REC. NO. 4660658)

WELD COUNTY PARCEL NO. 070530301002

30' RIGHT-OF-WAY
(ROAD BOOK 4, PAGES 30 & 188)
(ROAD BOOK R, PAGE 34)

PORTRION OF TRACT "A"
WES EADES SUBDIVISION EXEMPTION

TRACT "B"
WES EADES
SUBDIVISION EXEMPTION

35' RIGHT-OF-WAY
(ROAD BOOK 4, PAGES 30 & 188)(30')
(ROAD BOOK R, PAGE 34)(30')
(DEED OF DEDICATION,
REC. NOS. 85038953 & 20130013702)(35')

30' RIGHT-OF-WAY
(ROAD BOOK 4, PAGE 17)

SOUTHWEST CORNER,
SECTION 30, T7N, R67W

LARIMER COUNTY ROAD 40

50' RIGHT-OF-WAY
(ROAD BOOK 4, PAGE 17)
(RIGHT OF WAY DEED, BOOK 304, PAGE 193)(30')
(HARMONY SUBDIVISION, REC. NO. 2005-0095580)(20')

60' RIGHT-OF-WAY
(BOOK 83, PAGE 4)(30')
THORNTON FARM 24 ANNEXATION,
REC. NO. 4402781)(30')

WELD COUNTY ROAD 76

S86°01'23"W 2399.61'

60' RIGHT-OF-WAY
(BOOK 83, PAGE 4)(30')
(THE RIDGE AT HARMONY ROAD SUBDIVISION,
REC. NO. 4208563)(30')

SOUTH QUARTER CORNER,
SECTION 30, T7N, R67W

300 150 0 300

1" = 300'

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550

phone: (970) 686-5011 | fax: (970) 686-5821

email: contact@KingSurveyors.com

PROJECT NO: 20170445

DATE: 1/10/2023

CLIENT: CITY OF THORNTON

DWG: ESMT-THORNTON FARM 24-PE

DRAWN: SMF CHECKED: MCD

EXHIBIT D

LONE TREE PARCEL

EXHIBIT A

(1 OF 3)

PROPERTY DESCRIPTION

Thornton Water Project CIP 12-777

City of Thornton

Larimer County Parcel No. 8613000901

Parcel 33-3 PE

A strip of land, Fifty (50) feet in width for most of its length, being part of that parcel of land described in that Special Warranty Deed recorded January 31, 2020 as Reception No. 20200007033 of the records of the Larimer County Clerk and Recorder, located in the East Half of the Northeast Quarter (E1/2 NE1/4) of Section Thirteen (13), Township Six North (T.6N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the East Quarter (E1/4) corner of said Section 13 and assuming the East line of the Northeast Quarter (NE1/4) of said Section 13, being monumentalized by a #6 rebar with a 2 ½" diameter aluminum cap stamped "LS28285, 2018" in a monument box at the South end and by a #6 rebar with a 3 ¼" diameter aluminum cap stamped "LS22098, 1996" in a monument box at the North end, as bearing North 00°21'35" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2670.10 feet, with all other bearings contained herein relative thereto;

THENCE North 89°59'54" West along the South line of the Northeast Quarter (NE1/4) of said Section 13 a distance of 60.00 feet to the **POINT OF BEGINNING**;

THENCE continuing North 89°59'54" West along the South line of the Northeast Quarter (NE1/4) of said Section 13 a distance of 50.00 feet;

THENCE North 00°22'18" West a distance of 633.32 feet;

THENCE North 20°02'29" East a distance of 72.48 feet;

THENCE North 54°09'24" West a distance of 191.20 feet;

THENCE North 35°50'36" East a distance of 179.08 feet;

THENCE North 03°09'14" East a distance of 395.88 feet;

THENCE North 68°03'07" East a distance of 85.09 feet to the Southerly line of that parcel of land described in that Warranty Deed recorded September 22, 1988 as Reception No. 88045751 of the records of the Larimer County Clerk and Recorder;



EXHIBIT A
(2 OF 3)
PROPERTY DESCRIPTION
Thornton Water Project CIP 12-777
City of Thornton
Larimer County Parcel No. 8613000901
Parcel 33-3 PE

THENCE South 65°03'10" East along the Southerly line of that parcel of land described in said Warranty Deed a distance of 33.18 feet to the East line of the Northeast Quarter (NE1/4) of said Section 13, said point being the Southeast corner of that parcel of land described in said Warranty Deed;

THENCE South 00°21'35" East along the East line of the Northeast Quarter (NE1/4) of said Section 13 a distance of 51.59 feet;

THENCE South 85°06'24" West a distance of 61.63 feet;

THENCE South 03°09'14" West a distance of 374.20 feet;

THENCE South 35°50'36" West a distance of 143.74 feet;

THENCE South 54°09'24" East a distance of 179.02 feet;

THENCE South 20°02'29" West a distance of 101.29 feet;

THENCE South 00°22'18" East a distance of 624.65 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 77,541 sq. ft. or 1.780 acres, more or less ($\pm$), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

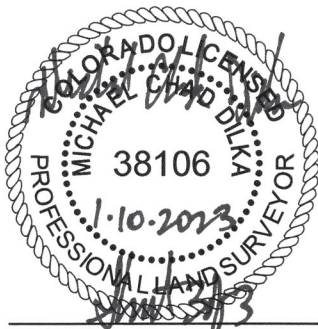
SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS, 650 East Garden Drive, Windsor, CO 80550, (970) 686-5011
JN: 20170445



Michael Chad Dilka –
On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38106

33-3

CITY OF THORNTON
(REC. NO. 20200007033)
LARIMER COUNTY PARCEL NO. 8613000901

LINE TABLE

LINE	BEARING	LENGTH
L1	N89°59'54"W	60.00'
L2	N89°59'54"W	50.00'
L3	N20°02'29"E	72.48'
L4	N54°09'24"W	191.20'
L5	N35°50'36"E	179.08'
L6	N68°03'07"E	85.09'
L7	S65°03'10"E	33.18'
L8	S00°21'35"E	51.59'
L9	S85°06'24"W	61.63'
L10	S35°50'36"W	143.74'
L11	S54°09'24"E	179.02'
L12	S20°02'29"W	101.29'

77,541 SQ. FT.
1.780 ACRES

30' RIGHT-OF-WAY
(LARIMER COUNTY ROAD
BOOK "R", PAGES 18-19)

CENTER-EAST
SIXTEENTH CORNER
SECTION 13, T6N, R68W

30' RIGHT-OF-WAY
(LARIMER COUNTY ROAD
BOOK "R", PAGES 18-19)

POINT OF
BEGINNING

EAST QUARTER CORNER
SECTION 13, T6N, R68W
POINT OF COMMENCEMENT

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

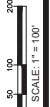
PROJECT NO: 20170445

DATE: 1/10/2023

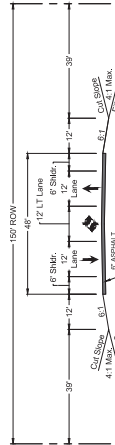
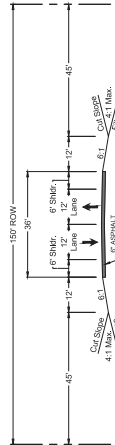
CLIENT: CITY OF THORNTON

DWG: ESMT-THORNTON_LONETREE-PE

DRAWN: SMF CHECKED: MCD



PROPERTY OWNER	EXISTING PROPERTY AREA (ACRE)	ACQUIRED PROPERTY FOR ROADWAY (ACRE)	REMAINING PROPERTY AREA (AC)
NILC (APN 08071810024)	75.91	0.61	75.30
Bard B, Lee Ann Haddi (APN 08071800006)	4.47	0.07	4.40
Freddie M, Karen Reynolds (APN 080718000057)	2.69	0.39	2.30
Green Tree Investments, LLC (APN 8613000001)	50.87	6.45	44.42



WELD COUNTY ROAD 13 INTERSECTION
MINOR ARTERIAL (2 LANES)

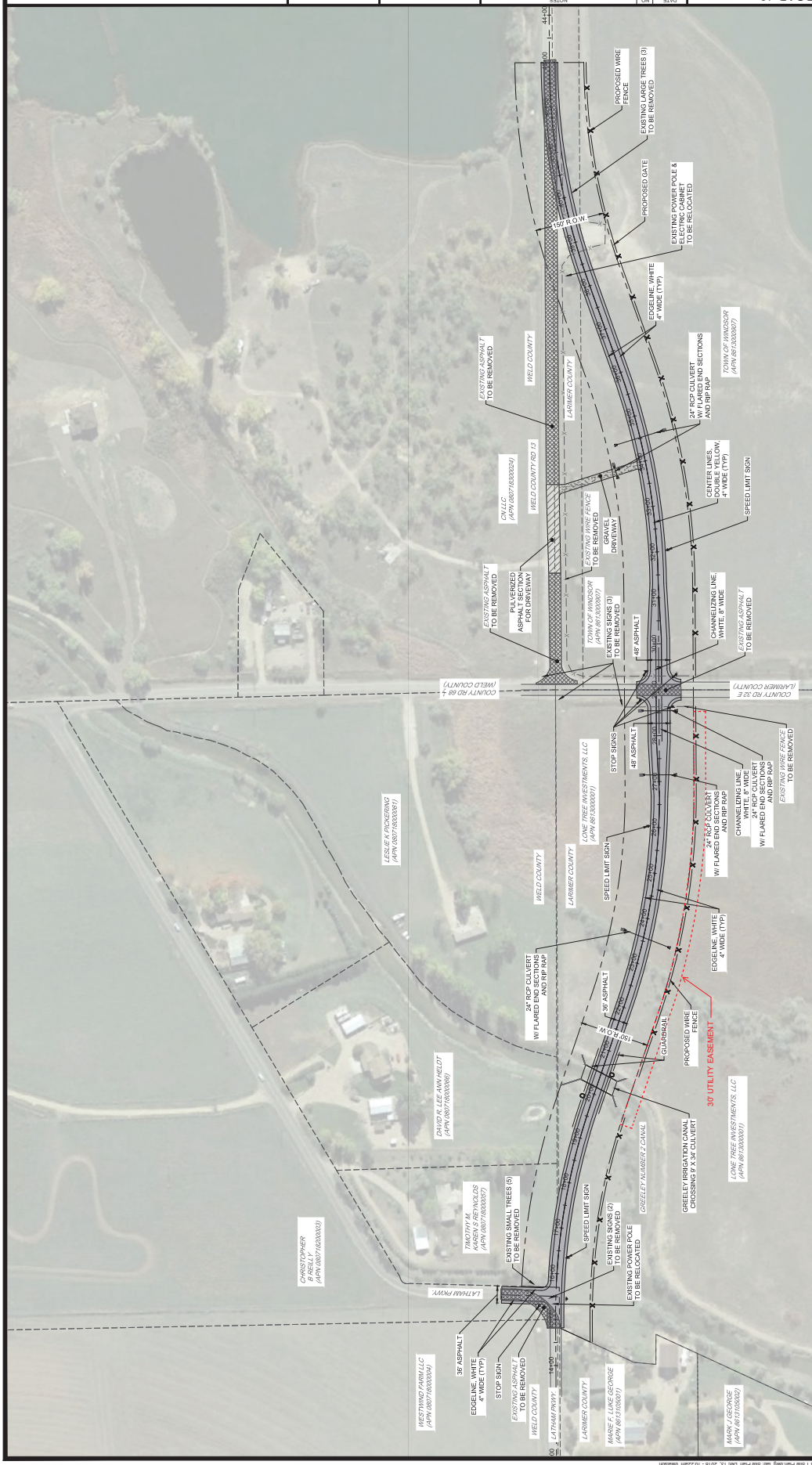
WELLS COUNTY ROAD 13 INTERIM
@ INTERSECTIONS

EXHIBIT F

EASEMENT FOR WATERLINE FACILITY AND DEDICATION OF RIGHT-OF-WAY (WELD COUNTY ROAD 13 REALIGNMENT)

This Easement for Water Line Facility (this “Waterline Easement”), and Right of Way dedication for Weld County Road 13 (“Road Right of Way”), made and entered this ____ day of _____, 2023, by and between the CITY OF THORNTON, COLORADO, a Colorado home rule municipality, (the “Grantor” or “City”), and the TOWN OF WINDSOR, COLORADO, a Colorado home rule municipality (the “Grantee” or “Town”).

Water Line Easement

For and in consideration of the covenants and agreements herein set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, an exclusive easement and permanent right to enter, re-enter, occupy and use the Town Waterline Facility Area defined herein to construct, maintain, repair, replace, enlarge and operate one or more water line facilities, and other related facilities, for the transmission of treated water and all underground and surface appurtenances related thereto (“Town Waterline Facilities”), over, across, under and upon the real property legally described and depicted on **Exhibit A** attached hereto and incorporated herein by this reference (the “Town Waterline Facility Area”) and located within certain real property owned by Grantor (“Grantor’s Property”).

Road Right of Way

For and in consideration of the covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby dedicate, grant, transfer and convey to Town, for public use as a perpetual right-of-way for street, road and utility purposes on, over, across, under, along and within the real property in Larimer County, Colorado as described in the legal description attached hereto as **Exhibit C** and as depicted on the sketch attached hereto as **Exhibit D** (“Right of Way Area”), both of which are incorporated herein by this reference as if set forth fully, with all appurtenances, and warrants title to the same, free and clear of all liens and encumbrances, subject to reservations and exceptions of record.

Except with respect to any rights, title, interest and claims arising under any of the items or matters identified in the list of title exceptions attached hereto as **Exhibit B**, Grantor warrants title to the Town Waterline Facility Area and the Right of Way area (collectively, “Areas”)

Grantor further grants to Grantee:

1. The right of ingress to and egress from the Areas over and across said lands of the Grantor by means of roads, driveways and lanes thereon.

2. The right from time to time to enlarge, improve, reconstruct, relocate, and replace any water line facilities, roadway facilities or other structures constructed hereunder, either in the original location or at any alternate locations within the Areas.

3. The right to mark the location of the Areas by suitable markers set in the ground, provided that said markers shall be placed in locations which shall not interfere with any reasonable use Grantor shall make of the respective Areas.

Grantor reserves the right to use the Areas for purposes which will not unreasonably interfere with Grantee's full employment of the rights granted hereby.

Grantor agrees not to take any of the following actions within the Areas unless, in each case, otherwise agreed to in writing by Grantee (i) erect or construct any building or other structure, (ii) drill or operate any well, (iii) construct any reservoir or other obstruction, (iv) add more than 3 feet to or remove more than 0.5 feet from the ground level, or (v) grant any other easements or right of ways for utilities within the Areas to any party other than the Town of Windsor without prior notice to the Town.

Grantor shall not intentionally deposit, or permit or allow to be deposited, rubbish, debris, or any similar substance or material, whether combustible or non-combustible within the Areas.

Grantee shall be responsible, at its sole cost and expense, for all repairs, maintenance and replacements of the Waterline Facilities, Roadway facilities, or any part thereof, except to the extent that any such repairs, maintenance or replacements are necessitated by Grantor's negligence or willful misconduct.

Whenever used herein, the singular number shall include the plural and the plural the singular. The use of any gender shall be applicable to all genders.

The terms, conditions, covenants and agreements of this Waterline Easement and Road Right of Way shall be construed as covenants touching and concerning, running with and appurtenant to the Areas. All of the covenants contained herein shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns.

[SIGNATURES TO FOLLOW]

ACCEPTANCE

The Town of Windsor hereby accepts the above Easement for Waterline Facility and Dedication of Right-of-Way for municipal purposes.

Dated this ____ day of _____, 20____.

TOWN OF WINDSOR, COLORADO
a Colorado municipality

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

EXHIBIT A to EXHIBIT F
(Water Line Easement Description to be inserted when available)

EXHIBIT B TO EXHIBIT F (TO BE UPDATED)

Old Republic National Title Insurance Company

Order Number: FC25170660

(Schedule B)

Policy No.: OX25170660.1944567

This policy does not insure against loss or damage by reason of the following:

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
6. 2020 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
7. RIGHT OF WAY EASEMENT AS GRANTED TO THE GREELEY IRRIGATION CO IN INSTRUMENT RECORDED JUNE 03, 1898 IN BOOK 131 AT PAGE [146](#).
8. RIGHT OF WAY EASEMENT AS GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH CO IN INSTRUMENT RECORDED DECEMBER 23, 1927, IN BOOK 568 AT PAGE [297](#).
9. UNDIVIDED 1/4 INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS AS CONVEYED IN DEED RECORDED DECEMBER 15, 1953, IN BOOK 964 AT PAGE [504](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
10. ALL IN AND TO ALL OIL, GAS AND OTHER MINERALS AS CONVEYED IN DEED RECORDED MARCH 08, 1985, AT RECEPTION NO. [85011108](#), [85011109](#), [85011110](#) AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
11. RIGHT OF WAY EASEMENT AS GRANTED FOR DITCH IN INSTRUMENT RECORDED SEPTEMBER 22, 1988, UNDER RECEPTION NO. [88045750](#).
12. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BOUNDARY SURVEY RECORDED MAY 16, 2003 UNDER RECEPTION NO. [20030060770](#).
13. RIGHT OF WAY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED DECEMBER 11, 2006, UNDER RECEPTION NO. [2006093611](#).
14. ALL OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS RESERVED IN INSTRUMENT RECORDED DECEMBER 15, 2006, UNDER RECEPTION NO. [2006095549](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
15. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 07, 2007 UNDER RECEPTION NO. [20070060639](#).
16. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 30, 2010, UNDER RECEPTION NO. [20100058874](#).
17. RIGHT OF WAY EASEMENT AS GRANTED TO DCP MIDSTREAM, LP IN INSTRUMENT RECORDED JULY 25, 2013, UNDER RECEPTION NO. [20130056904](#).
18. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 12, 2016 UNDER RECEPTION NO. [20160044648](#).

Old Republic National Title Insurance Company
(Schedule B)

Order Number: FC25170660

Policy No.: OX25170660.1944567

19. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 23, 2016 UNDER RECEPTION NO. [20160064176](#).
20. TERMS, CONDITIONS AND PROVISIONS OF SURFACE USE AGREEMENT AND GRANT OF EASEMENT RECORDED DECEMBER 19, 2018 UNDER RECEPTION NO. [20180077429](#).
21. ANY AND ALL RIGHTS OF THE DITCH COMPANY RELATING TO GREELEY NUMBER 2 CANAL, WHICH TRAVERSES SUBJECT PROPERTY OR IS DESCRIBED AS A BOUNDARY OF SUBJECT PROPERTY, INCLUDING BUT NOT LIMITED TO DITCH MAINTENANCE AND ACCESS RIGHTS TO LANDS ADJOINING THE DITCH OR CANAL, AS DISCLOSED BY MAPS MAINTAINED BY THE LARIMER COUNTY ASSESSORS OFFICE..

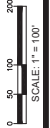
NOTE: THE FOLLOWING NOTICES PURSUANT TO CRS 9-1.5-103 CONCERNING UNDERGROUND FACILITIES HAVE BEEN FILED WITH THE CLERK AND RECORDER. THESE STATEMENTS ARE GENERAL AND DO NOT NECESSARILY GIVE NOTICE OF UNDERGROUND FACILITIES WITHIN THE SUBJECT PROPERTY:

(A) POUDRE VALLEY RURAL ELECTRIC ASSOCIATION, INC. RECORDED NOVEMBER 16, 1984 IN BOOK 2298 AT PAGE [1414](#).

(B) FORT COLLINS-LOVELAND SANITATION DISTRICT RECORDED APRIL 1, 1988 AT RECEPTION NO. [88014427](#).

(C) FORT COLLINS-LOVELAND WATER DISTRICT RECORDED APRIL 1, 1988 AT RECEPTION NO. [88014428](#).

EXHIBIT C to EXHIBIT F
(Right of Way Area Description to be inserted when available)



PROPERTY OWNER	EXISTING PROPERTY AREA (ACRE)	ACQUIRED PROPERTY FOR ROADWAY (ACRE)	REMAINING PROPERTY AREA (AC)
NILC (APN 08071810024)	75.91	0.61	75.30
Bard B, Lee Ann Haddi (APN 08071800006)	4.47	0.07	4.40
Freddie M, Karen Reynolds (APN 080718000057)	2.69	0.39	2.30
Green Tree Investments, LLC (APN 8613000001)	50.87	6.45	44.42

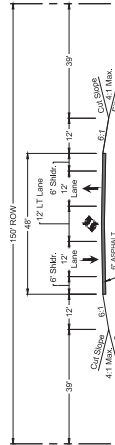
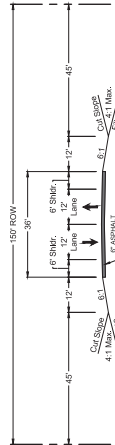
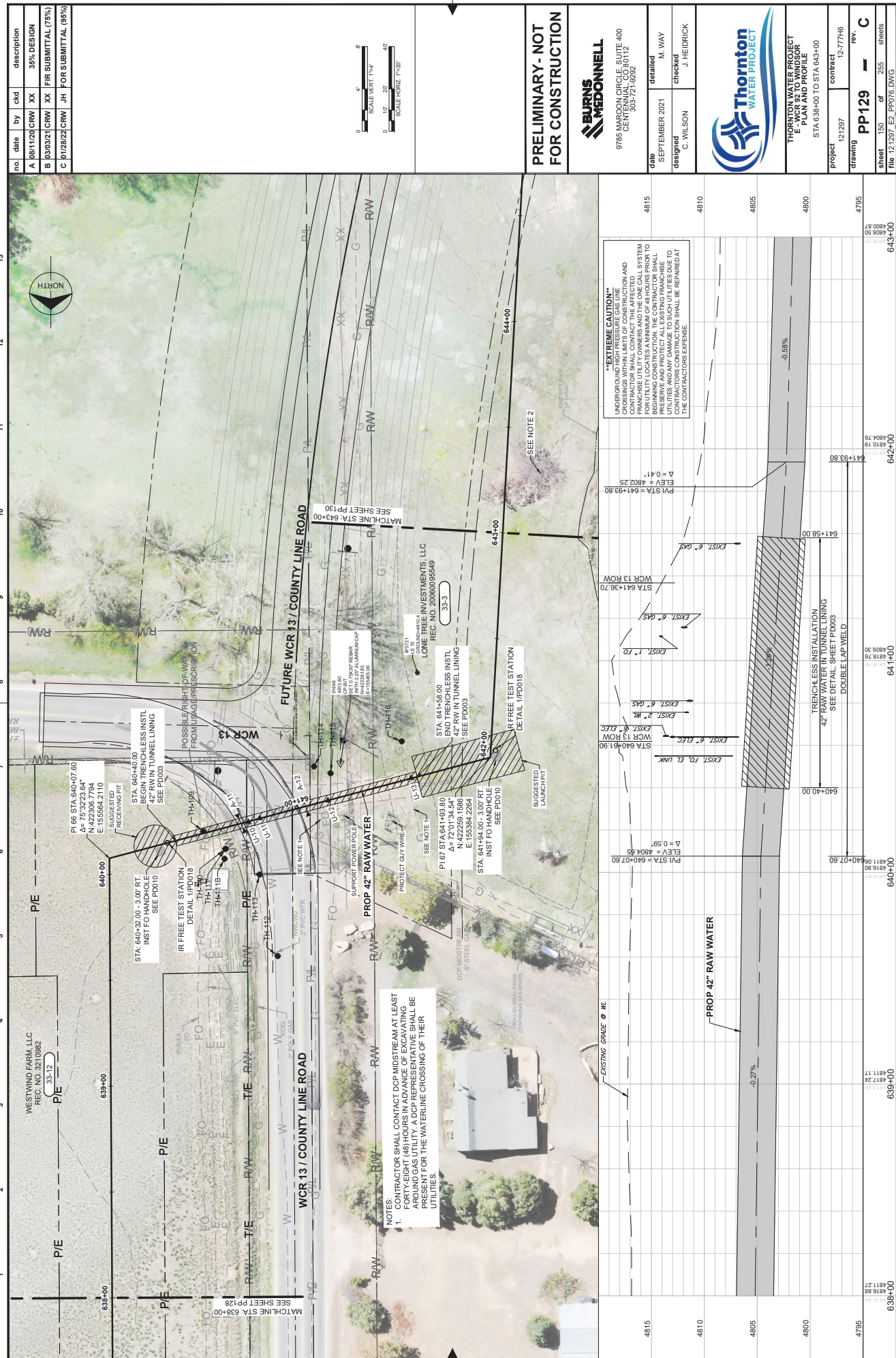
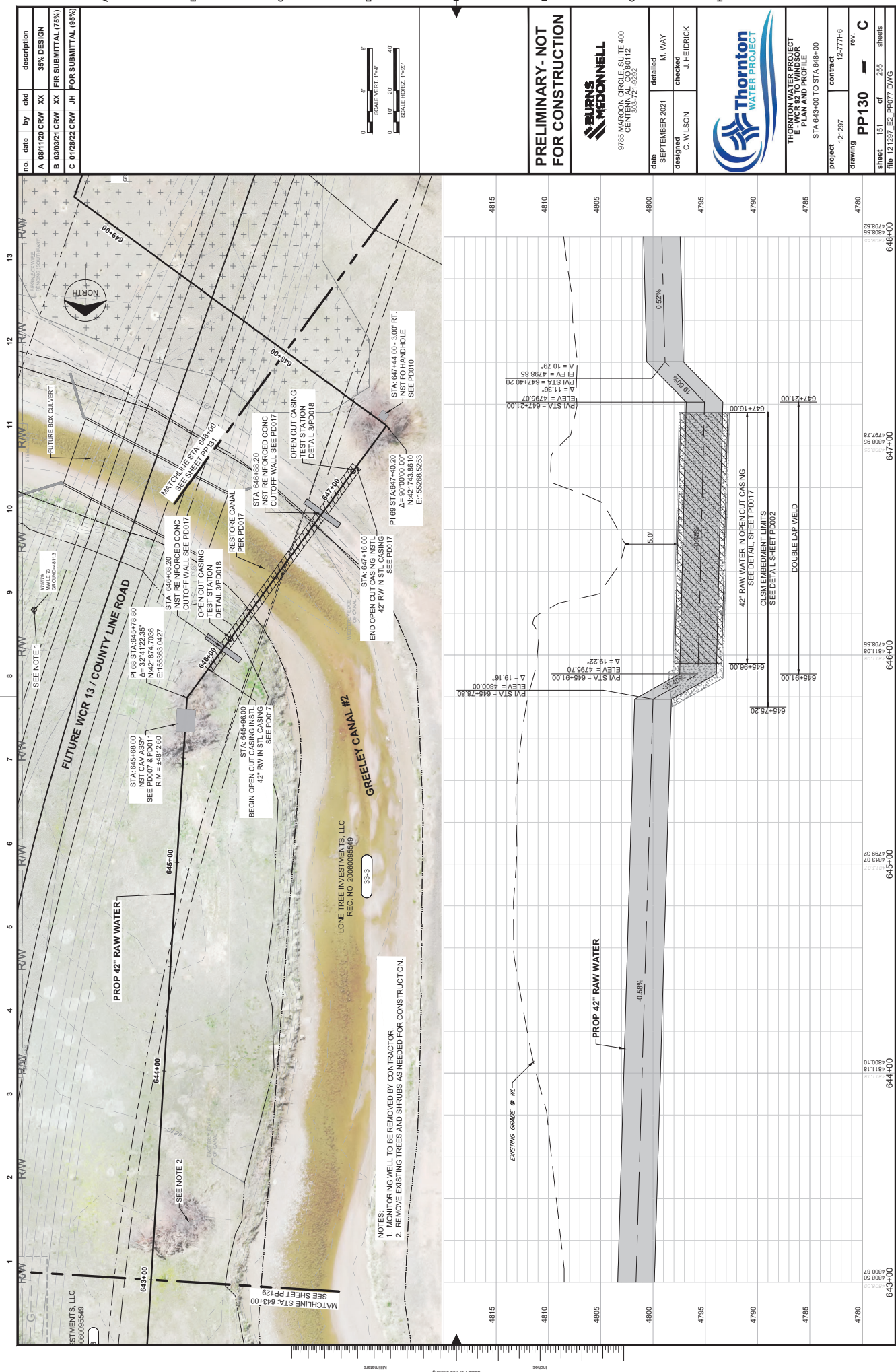


EXHIBIT G





PRELIMINARY - NOT
FOR CONSTRUCTION

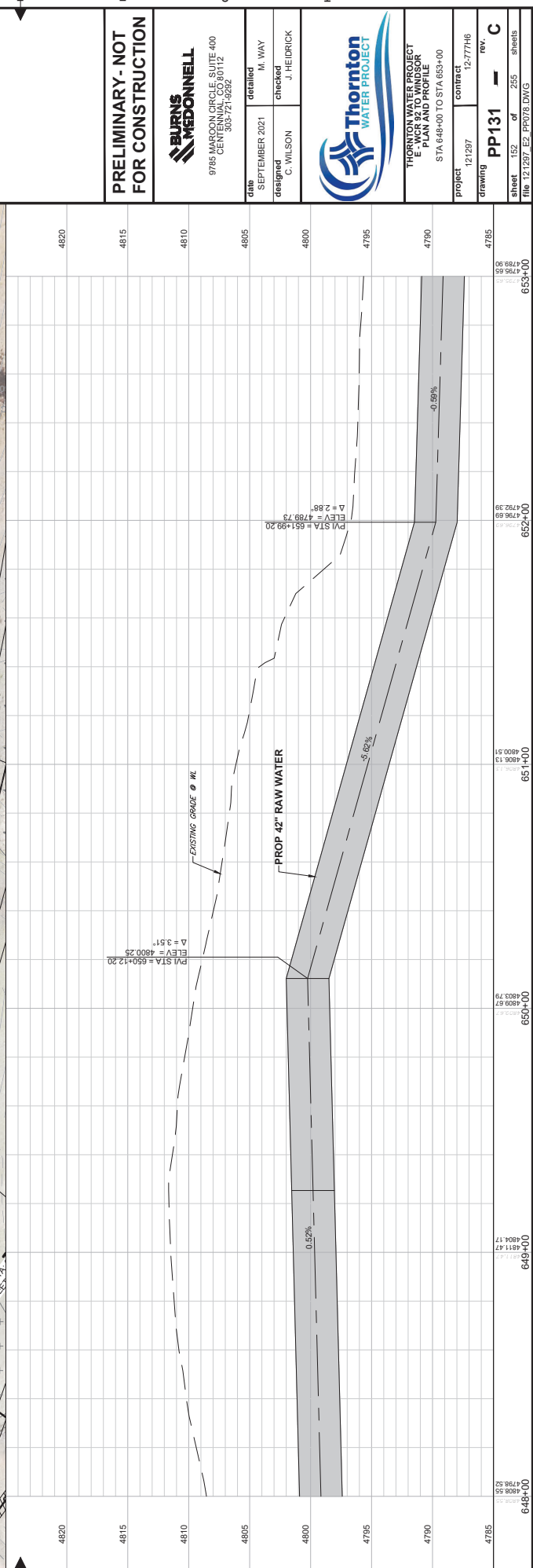
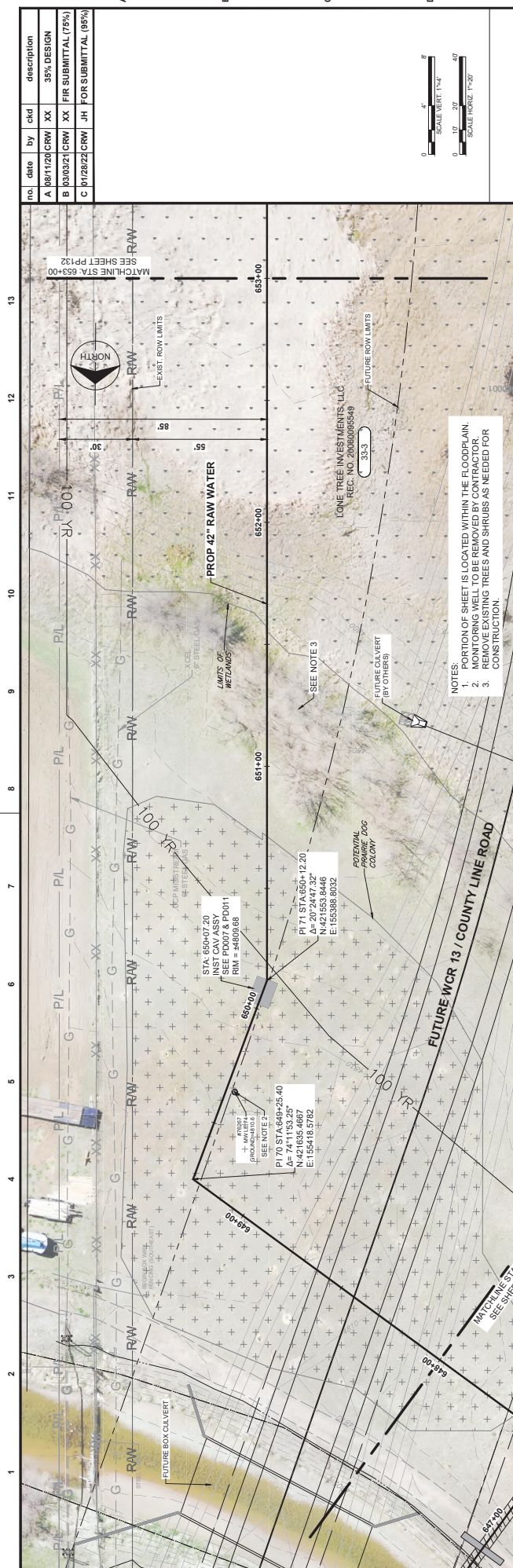
**BURNS
MCDONNELL**
9785 MARCONI CIRCLE, SUITE 400
CENTRO, TEXAS 75845
308-721-9282

date	SEPTEMBER 2021	designed	C. WILSON
checked	M. WAY	checked	J. HEDRICK

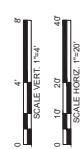


THORNTON WATER PROJECT
E-WCR 92 TO WINDSOR
PLAN AND PROFILE
STA 643+00 TO STA 648+00

project	121297	contract	12-777H6
drawing	PP130	rev.	C
sheet	151	of	255
sheet	151	of	255
file	121297 E2 PP077.DWG		



no.	date	by	sld	description
A	08/11/20	CRW	XX	35% DESIGN
B	03/03/21	CRW	XX	FIR SUBMITTAL (75%)
C	01/28/22	CRW	JH	FOR SUBMITTAL (95%)



PRELIMINARY - NOT FOR CONSTRUCTION

BURNS & MCDONNELL
 9785 MARCONI CIRCLE, SUITE 400
 CENTENNIAL, CO 80112
 303-721-9292

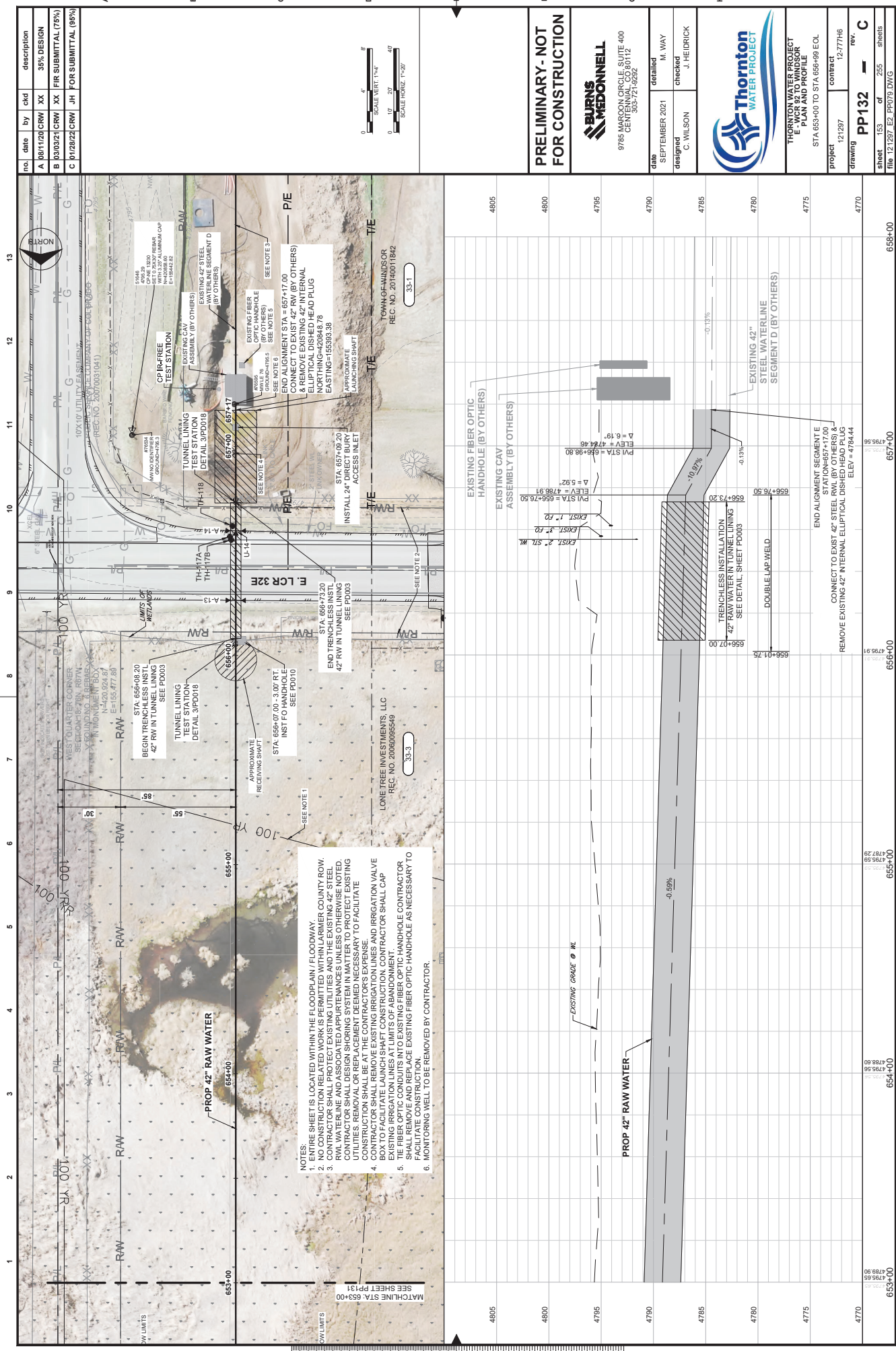
date	designed	checked	approved
SEPTEMBER 2021	C. WILSON	J. HEDRICK	M. WAY



THORNTON WATER PROJECT
 E-WCR 92 TO WINDSOR
 PLAN AND PROFILE
 STA 648+00 TO STA 653+00

project	contract	rev.
121297	121297	PP131
sheet	of	sheets
152	255	

file 121297 E2 PP078.DWG



PRELIMINARY - NOT
FOR CONSTRUCTION

**BURNS
MCDONNELL**

9785 MARCONI DRIVE, SUITE 400
CENTREVILLE, OHIO 45755
303-721-9292

date	designed	checked	approved
SEPTEMBER 2021	C. WILSON	J. HEDRICK	M. WAY

**Thornton
WATER PROJECT**

THORNTON WATER PROJECT
E-WCR 92 TO WINDSOR
PLAN AND PROFILE

STA 653+00 TO STA 656+99 EOL

project	contract	revision
121297	121297	121297H6

drawing **PP132** sheet 255 of 255
file 121297 E2 PP075.DWG



MEMORANDUM

Date: April 24, 2023
To: Mayor and Town Board
From: Tara Fotsch, Deputy Director of PRC
Re: Halfway Homestead Update -T. Fotsch, Deputy Director of Parks, Recreation, and Culture
Item #: 4.

Background / Discussion:

Staff and the design team have completed the final construction documents for the Halfway Homestead and will be giving the Board an update on the design and project timeline.

Financial Impact:

Relationship to Strategic Plan:

Vital Infrastructure. Ensure equitable parks, trails, open space and cultural infrastructure in all neighborhoods and areas throughout Windsor.

Recommendation:

CC:

Attachments:



MEMORANDUM

Date: April 24, 2023
To: Mayor and Town Board
From: Eric Lucas, Public Services Director
Re: Boardwalk Park Safety Assessment - E. Lucas, Public Services Director
Item #: 5.

Background / Discussion:

As Windsor has grown over the years, the demand for using Boardwalk Park (BWP), has also grown. Concerts and events frequently exceed 2,000 attendees. Well over 100,000 people annually walk the Tom Jones Trail and from Memorial Day to Labor Day the beach is often packed, especially Thursday - Sunday.

As with any park or public space, there can be moments of inappropriate or deviant behavior. Over the years, BWP has had its share of incidents where people refused to follow rules, were belligerent, intoxicated, caused vandalism, etc. These issues seemed to increase during large events and on the busy weekends of the summer when the park sees an influx of visitors due to Windsor Lake being a regionally significant free swimming beach.

When COVID began in early 2020 and spring weather began, our park system and those across the country saw a large increase in users because being outside was one of few outlets that people were allowed to participate in. On a positive note, people who hadn't discovered parks in their area discovered them and found an outlet for enjoyment and recreation. On a negative note, we saw an increase in inappropriate behavior that included: blatant disregard for our rules, visitors being belligerent to staff and others around them, vandalism, and an overall lack of civility that we hadn't experienced at that level before.

Incidents of deviant behavior continued into 2021 and when we met with Town Board (Aug 21), we shared that the lack of civility and behaviors previously mentioned was creating multiple issues for staff who were increasingly feeling unsafe, which most likely was creating a poor experience for park users and the overall decreased image of Windsor. Knowing that we began implementing several known deterrents, such as a uniformed officer during peak park use times, increases in staffing, staff training and hi-vis shirts worn by staff among other things. Additionally, we contracted with PROS Consulting to study the park, our experiences and provide staff with a roadmap to aid in solving some of the behaviors and incidents we are experiencing.

At the work session, staff will review the recommendations from our consultant (attached), identify the recommendations which we have already implemented (attached), and discuss next steps as it relates to Boardwalk Park.

Financial Impact:

None at this time

Relationship to Strategic Plan:

Recommendation:

Provide feedback on the report and encourage staff to continue efforts to implement recommendations as possible in an effort to ensure Boardwalk Park remains the centerpiece of the parks system in Windsor.

CC:

Tara Fotsch, Deputy Director Parks, Recreation & Culture

Attachments:

1. Boardwalk Park Assessment - Final Draft
2. BWP Assessment Action Item Status

BOARDWALK PARK ASSESSMENT

1.1 Introduction

The Town of Windsor Parks, Recreation & Culture Department (“Department”) has an excellent park system with quality facilities and amenities. The level of service with several experiences at each park and facility is top notch. The maintenance of the park system is more consistent than most parks and recreation systems in the country. The level of pride that the staff demonstrates for delivering a quality service to the community is greater than most. The system is so well designed, developed and maintained that some of the items recognized as corrective actions needed and challenges might seem small. That is because staff are engaged in planning, asset preservation, routine maintenance, problem-solving and helping outside just their area of responsibility. For these reasons, the public is extremely supportive of the Department and has leadership support that has created a system that is a National Gold Medal finalist and recognized as one of the best parks, recreation and culture agencies. Now leadership and residents are seeking support from the department in addressing instances of undesirable behavior and creating the best possible visitor experience at Boardwalk Park.



Boardwalk Park is essential to the Town of Windsor and the community. It is central to the community’s way of life and they rely on it for more than just individual recreation. The park is home to museums and structures that tell the story of earlier life in Windsor. It is where the community comes together to celebrate what is most important to them throughout the year. From people to pets, this is a venue for daily walks and moments of serenity. Also, Windsor Lake is the Park’s signature feature that attracts residents and visitors alike to enjoy the scenery or dip into the water with their fishing boats and kayaks. This approximately 190-acre lake is also vital to non-potable irrigation water and the free beach with concessions and a roped off swimming zone are a popular amenity. The summer special events bring in thousands of people. For these reasons, it is important that the staff manage the rise in deviant behavior.

Boardwalk Park Features/Amenities
ADA Accessible
Beach
Boat Launch
Concession
Dog Park
Fishing docks
Playground
Railroad Museum
Restrooms
Shelters
Trails (2.25 miles)
Viewing benches
Volleyball
Windsor Lake

Deviant behavior is the actions of people in public spaces that violate social norms or a community’s values. This type of behavior is known to negatively impact people’s perception of safety and can eventually lead to departure from the park by residents and visitors who use the park as it was intended.

2.1 Background

Boardwalk Park has had instances of inappropriate behavior over time prior to the pandemic.

Windsor, as much of the United States, starting relaxing COVID-19 protocols as weather warmed up in 2021. After over a year of people not being able to work consistently or be able to socialize, open spaces and beaches were sought out for much needed recreation and connection. The post pandemic time has resulted in increased instances of inappropriate and deviant behavior from individuals and groups. This has been the case nationwide and also at Boardwalk Park and these encounters, if unmanaged can, and sometimes rapidly, escalate.

2.1.1 BEHAVIOR ENCOUNTERED

Deviant behavior encountered by residents included:

- Drinking in the Park: openly drinking, chugging handles of liquor, and slamming beers
- Excessive amounts of trash left where products were consumed
- Large groups of tents blocking the view and increasing volume and deviant behavior
- Loud inappropriate language and cursing
- Loud music and inappropriate language in songs.
- People getting too frisky in public
- Smoking in the Park: Openly smoking marijuana and large marijuana bongs on the beach
- Violating personal space

Boardwalk Park & Lake Rules

Park hours: 5 am to 10 pm
Glass containers prohibited
Smoking and vaping prohibited
Portable charcoal grills prohibited
Propane-fueled cooking devices are limited to 300 square inches and 16.4-ounce containers
Tents prohibited after 6 pm
Littering prohibited
Horses prohibited
Golfing prohibited
Vehicles prohibited off-road
Dogs off-leash are prohibited, unless in designated off-leash areas
No pet snakes permitted in parks
Clean up after pets
Full strength beer and wine permitted in parks.

Swimming Rules

Swim at your own risk, no lifeguard on duty
Swimming is permitted within areas designated by ropes and buoys only
Children under 9 must be accompanied by a responsible person 16 years or older
Windsor Lake is an untreated agricultural body of water - do not ingest irrigation, lake or ditch water
Non-potable water is present
All park rules and regulations apply
Boardwalk Park is open from 5 am to 10 pm
Water access is limited to the swim beach

2.1.2 RESEARCH ON THE TOPIC

The Arizona State University (ASU) Center for Problem-Oriented Policing has studied the evolution of undesirable behavior as they call it, depreciative behavior. They have identified the cycle of decline and renewal in four stages: Onset, Diversification, Risk and Danger, and Assuming Guardianship.

The following define the four stages in the cycle:

- **Onset** is the visible signs of relatively minor or nonserious offenses. If unmanaged, these evolve into more serious offenses and disorder. In many instances these cause discomfort and sometimes fear within visitors.
- **Diversification** is the escalation of behavior to include multiple types of deviant behavior. This starts as user conflicts and when escalating reaches a tipping point, creates more risk and danger.
- **Risk and Danger** is the perception of visitors to the park. Following escalation, the perception changes negatively. This perception will eventually prevent users from returning and they will only return once they see evidence of park managers and police reclaiming the park.
- **Assuming Guardianship** is proactively taking back control of the park. It consists of assuming guardianship and actively recruiting appropriate users of the park back. Continued relationship building and interaction with visitors will be needed to continue focusing on.

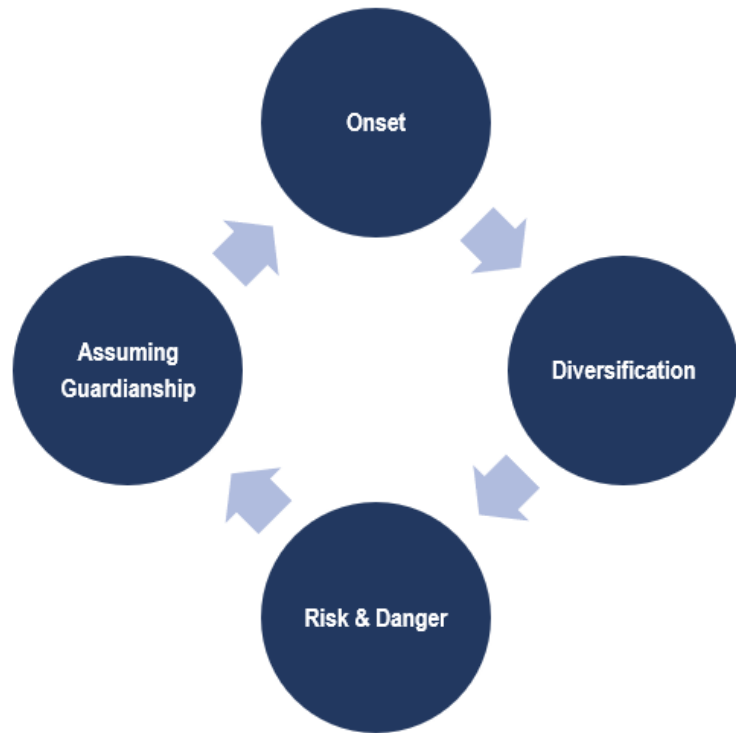


Figure 1: Cycle of Decline and Renewal

It is important to address deviant behavior at the onset, to avoid diversification and escalation leading to the perception of risk and danger. Having a park manager that can interact with a variety of people with different backgrounds can help create an environment where the appropriate user of the park feels comfortable and those engaging in deviant behavior feel uncomfortable with their ability to get away with it. (Source: *Dealing With Crime and Disorder in Urban Parks*, Jim Hilborn, 2009).

While we recognize that this may not be fully relevant to Boardwalk Park as an urban park, Windsor's rapid population growth and the increasing visitation to this site make the concept and its applications fairly relevant to this situation.

3.1 Proposed solution.

To uphold the level of excellence the staff has provided and the community has come to expect, a diversified approach is proposed with recommendations categorized into three themes.

1. **Operations and Staffing** - managing the space and people
2. **Placemaking** - activating the space to enhance user experience
3. **Technology and innovation** - for safety and security, proactively and reactively

Themes
Operations / Staffing
Placemaking
Technology / Innovation

This three-pronged approach to the situation has been noted as one of the most effective solutions to deviant behavior. The goal is to activate spaces through placemaking that invites appropriate users to the park creating the uncomfortable feeling in those intent on deviant behavior.

Boardwalk Park Operations & Staffing Action Plan
Improve security to include more lighting within the Park, trail lighting, and high resolution security cameras in key locations like the bandshell, concession buildings, pavilion, boat dock etc.
Training for staff on customer service, daily operations, and conflict resolution.
Removable bollards around Boardwalk Park for increased safety with vehicles and traffic.
Consider a park entrance / parking fee (prime/non-prime) potentially for weekends only (weekdays would be at no charge)
Incorporate branded medalions for trail mile markers.
Add staff to help with customers including facility rentals, first time visitors, and serve as a Park Ambassador (greeting people, helping with amenity location and encouraging visitors to enjoy the property as it was intended).
Have a common attire for all staff on site to ensure they are visible and bright, like lime green.
Additional park maintenance for peak days/times to help with trash and needed repairs (potentially two staff with overlapping shifts).
Activate spaces in various locations around Windsor Lake with gathering spaces and programming to bring in more people/traffic in an effort to alleviate undesired behavior.
Conduct a Boardwalk Park Master Plan to reenvision the park amenities and experiences
Develop Ash Street into a road to main street that can be closed down for events. Restaurants could have back service and/or put in necessary electric infrastructure, speakers, ability to cover on hot days for event goers, cooler days with heaters. An example would be Market St. / Georgia St. in Indianapolis, IN. (Entertainment Draw / Entertainment + Cultural District)
Develop new formalized paid (Tiered or Freemium) parking at the current dirt/millings parking lot, designed with ingress/egress when Ash Street is closed for events (<i>if charging for going into the park is not desired</i>).
Incorporate more placemaking with beach games, chess, checkers, ping pong tables, etc. (circular seating for impromptu conversations with great scenery).
Incorporate nature play and/or magical playground to the Park.
Consider fitness stations around the trail.
Create Instagram Photo Spots and promote these to help activate the far side of the lake trail and capture key focal points.
Integrate technology into Boardwalk Park operations including security cameras
Incorporate smart park elements into Boardwalk Park and Ash Street (charging stations, robots, solar charging park benches, etc.)
Consider police issued or similar walkie talkies for quick communications.
Consider the purchase of e-bikes for safe and quick transportation to areas that may be congested or tight spaces an ATV could not get through.
Utilize HAPPIFEET App to get user experience feedback on an ongoing basis

Figure 2: Boardwalk Park Staffing and Operations Action Plan

Conclusion

The Town has grown rapidly over the last decade and this has challenged community leaders and Town staff. This has resulted in a high level of teamwork between town departments and organizations within the community to expand services to meet the growing needs.

The residents are fortunate to have witnessed the Department appropriately grow and manage the system in several areas of operation, over the years, to successful outcomes. By instituting staff training, operational measures for visible safety and security, activating more spaces to enhance the user experience, and implementing technology to support operations, this site can continue to be the crown jewel of an already impressive, and growing parks, recreation and culture system in Windsor for years to come.

With passionate staff committed to delivering excellence in service, there is no doubt all staff and visitors at Boardwalk Park will not only feel safe but also will have a world class experience that they expect in Windsor.



Boardwalk Park Operations & Staffing Action Plan	Action Status
Improve security to include more lighting within the Park, trail lighting , and high resolution security cameras in key locations like bandshell, concession buildings, pavillion, boat dock etc.	Partial Implementation 2022 / Future Additional Implementation
Training for staff on customer service, daily operations, and conflict resolution.	Increased in 2022 / Ongoing implementation
Removable bollards around Boardwalk Park for increased safety with vehicles and traffic.	Future Budget 2024
Consider a park entrance / Parking fee (prime/non-prime) potentially for weekends only (weekdays would be at no charge).	Future Policy Discussion
Incorporate branded medalions for trail mile markers.	Future Budget Consideration
Add staff to help with customers including facility rentals, first time visitors, and serve as a Park Ambassador (greeting people, helping with amenity location and encouraging visitors to enjoy the property as it was intended.	Added Staff 2022 / Ongoing
Have a common attire for all staff on site to ensure they are visible and bright, like lime green.	Implemented 2022
Additional park maintenance for peak days/times to help with trash and needed repairs (potentially two staff with overlapping shifts).	Implemented 2022
Activate spaces in various locations around Windsor Lake with gathering spaces and programming to bring in more people/traffic in an effort to alleviate undesired behavior.	Future
Conduct a Boardwalk Park Master Plan to reenvision the park amenities and experiences	Future Policy Discussion
Develop Ash Street into a road to main street that can be closed down for events. Restaurants could have back service and/or put in necessary electric infrastructure, speakers, ability to cover on hot days for event goers, cooler days with heaters. An example would be Market St./Georgia St. in Indianapolis, IN (Entertainment Draw/Entertainment + Cultural District	Future Consideration
Develop new formalized paid (Tiered or Freemium) parking at the current dirt/millings parking lot, designed with ingress/egress when Ash Street is closed for events (<i>if charging for going into the park is not desired</i>).	Future Policy Discussion
Incorporate more placemaking with beach games, chess, checkers, ping pong tables, etc (circular seating for impromptu conversations with great scenery).	Future
Incorporate nature play and/or magical playground to the Park.	Under Construction 2022
Consider fitness stations around the trail.	Under Construction 2022 at playground no around lake
Create Instagram Photo Spots and promote these to help activate the far side of the lake trail and capture key focal points.	Future
Integrate technology into Boardwalk Park operations including security cameras	Future
Incorporate smartpark elements into Boardwalk Park and Ash Street (Charging stations, robots, solar charging park benches, etc.	Future
Consider Police issued or similar walkie talkies for quick communications.	Implemented 2022 / Ongoing
Consider the purchase of e-bikes for safe and quick transportation to areas that may be congested or tight spaces an ATV could not get through.	Partial Implementation 2022 / Future Additional Implementation
Utilize HAPPIFEET App to get user experience feedback on an ongoing basis.	Mid-year 2022 Implementation / Ongoing



MEMORANDUM

Date: April 24, 2023
To: Mayor and Town Board
From: Shane Hale, Town Manager
Re: Future Meetings Agenda
Item #: 6.

Background / Discussion:

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:

1. 2023 Future Meetings Agenda



FUTURE TOWN BOARD MEETINGS

May 1, 2023 5:30 p.m.	Town Board Special Meeting (First Floor Conference Room) 2023 Traffic Safety Program Report Harvest Festival Parade Route
May 8, 2023 5:30 p.m.	Town Board Work Session Board/Manager/Attorney Monthly Meeting Sustainable Windsor Colorado Recycling Education Police Station Construction Update Board Chambers Voting Panel Orientation (5 minutes)
May 8, 2023 7:00 p.m.	Town Board Regular Meeting
May 15, 2023 5:30 p.m.	Town Board Work Session Regional Nonpotable Water Quality Update FLOCK Camera Discussion
May 22, 2023 5:30 p.m.	Town Board Work Session Meet the Board – New Employees Draft Energy Plan Historic Preservation Commission Draft Preservation Plan
May 22, 2023 7:00 p.m.	Town Board Regular Meeting
May 29, 2023	Canceled – Memorial Day Holiday
June 5, 2023 5:30 p.m.	Town Board Special Meeting
June 12, 2023 5:30 p.m.	Town Board Work Session Board/Manager/Attorney Monthly Meeting
June 12, 2023 7:00 p.m.	Town Board Regular Meeting
June 19, 2023 5:30 p.m.	Town Board Work Session
June 26, 2023 5:30 p.m.	Town Board Work Session CANCELLED FOR CML
June 26, 2023 7:00 p.m.	Town Board Regular Meeting CANCELLED FOR CML

July 3, 2023
5:30 p.m.

Town Board Work Session

Future Work Session Topics

- DDA Entertainment District
- Telecom Code (Pending FCC Rules)
- Weld RE-4 School Land Dedication/Cash in lieu of Land Update
- Smart Meter Project (Brian)
- Revenue Projections (August 7)
- Capital Improvement Plan (September 18 – Public Services Campus)
- Utility Rates and Fees (October 9th)
- Operating Budget (Saturday, October 14th)
- Follow-up Budget Questions (November 13th)