



GREELEY PARKS & RECREATION ADVISORY BOARD MEETING

FRIDAY, AUGUST 6, 2021 -- 7:00 A.M.
Family FunPlex, 1501 65th Avenue – Community Room B

Agenda

- 1. Roll Call**
- 2. Approval of Agenda**
- 3. Approval of Minutes**
- 4. Public Input**
- 5. Board Member Committee Reports: Art Commission - Other**
- 6. Staff Reports**
- 7. Old Business**
- 8. New Business**
 - A. Appointment to Greeley Arts Commission**

Board member Caitlin Alexander recently resigned her position on the Parks and Recreation Advisory Board. Caitlin also served as an appointee from the Parks and Recreation Advisory Board to the Greeley Arts Commission, which holds a voting member position from Parks and Recreation (as well as the Planning Commission). A replacement appointee is requested. The Arts Commission meets the 3rd Tuesday of each month at 4:00pm. Typically the Commission meets in person at the Greeley Recreation Center, Room 201, but there may be virtual options available in the near future.
 - B. Intergovernmental Agreement for cooperative land conservation and management of regional open space**
- 9. Upcoming Agendas**
 - Naming of East Greeley Natural Area site
 - Metro Districts and incorporation of parks/public lands and amenities
 - Potential renaming of East Memorial Park
 - CPRD Assessment results
- 10. Next Meeting Set – Friday, September 3, 2021**
- 11. Adjournment**

Board members unable to join this meeting, please notify
Scott McPherson (Chair) at: sjmac4946@gmail.com

GREELEY PARKS AND RECREATION ADVISORY BOARD MEETING MINUTES – July 2, 2021

1. ROLL CALL

The Greeley Parks and Recreation Advisory Board met Friday, July 2, 2021 at 7:00am via virtual meeting. Board members joining were: Scott McPherson, Marshall Parks, Mikyla Silva, Philip Fulcher, Clint Torczon and Vincente Vega Ruiz. Staff joining were: Andy McRoberts (Director of Culture, Parks, and Recreation), Eric Bloomer (Parks Superintendent), Scott Schuttenberg (Recreation Superintendent), Justin Scharton (Natural Areas and Trails Superintendent), Shiloh Hatcher (Forestry Manager) and Leslie Evans (Administrative Specialist II).

2. APPROVAL OF AGENDA – Motion to accept by Clint Torczon, second by Scott McPherson.

3. APPROVAL OF MINUTES – A motion was made by Scott McPherson to approve the minutes of the previous meeting. The motion was seconded by Marshall Parks and passed unanimously.

4. PUBLIC INPUT

5. BOARD MEMBER COMMITTEE REPORTS – Art Commission: City is working on vandalism of sculpture at 8th Street Plaza. New murals complete in women's rooms at UCCC.

6. STAFF REPORTS

Andy McRoberts

- The department will be submitting 30 budget increase requests, including funds to address storm drainage issues at Boomerang Golf Course, as well as the purchase of replacement gold carts. Staffing issues continue to be a problem Department and City wide. The assessment report has been prepared and presented to the City Manager's office. Results will be reported at the next meeting.

Justin Scharton

- Happy to report marginal damage due to the storm and the successful drainage of the Sheep Draw Corridor. The Department is working with the Weld County Youth Corps to address staffing issues. They are hoping to fill several positions no later than August 1st.

Eric Bloomer

- Focusing on clean up from storm and flooding damage. Due to additional staff shortages, park rentals have been cancelled for the year, although the shelters will still be open. Reservations made prior to June 9 will be honored.

Scott Schuttenberg

- The Department remains focused on personnel and budget problems. There are currently 200 available part-time/seasonal positions contributing to the continued closure of open swim at Centennial Pool. Staff have been and will continue to create special events for the pool (i.e. swim in movie). The Department is looking forward to the opening of childcare at the FunPlex, as well as the rock wall at the Recreation Center. Recreation will also see the return of fencing and archery.

7. OLD BUSINESS

8. NEW BUSINESS

- A. Park Naming Process – Promontory area: The Board will consider a community outreach to solicit name ideas as well location description.
- B. Forestry – Municipal Code Revisions: Shiloh Hatcher (Forestry Manager) gave a presentation on the pros of moving from private property issues to more concentrated ROW inspection and

enforcement. Due to non-right-of-way inspections (i.e. – private property/backyards), the department has been struggling to meet more critical city needs. Shiloh proposed prioritizing preventative maintenance and the identification of possible problems opposed to reactive operation. Following the presentation, Marshall Parks made a motion to support the code revisions, seconded by Mikyla Silva and passed unanimously.

9. UPCOMING AGENDAS

- Naming of East Greeley Natural Area site
- Metro Districts and incorporation of parks/public lands and amenities
- Potential renaming of East Memorial Park
- CPRD Assessment results

10. NEXT MEETING – The next meeting is scheduled for Friday, August 6 at 7am, tentatively at the Family FunPlex.

11. ADJOURNMENT – Scott McPherson adjourned the meeting at 8:14 am.

Respectfully submitted:

DocuSigned by:

Scott McPherson

9/15/2021

Scott McPherson, Chair

DocuSigned by:

Leslie Evans

9/15/2021

Leslie Evans, Administrative Specialist II

PARKS & RECREATION ADVISORY BOARD

STAFF REPORTS – August 6, 2021

Andy McRoberts – Director of Culture, Parks, and Recreation

- Skate parks are experiencing repeated vandalism and poor behavior of some of the visitors at both the 3rd Street Plaza and Centennial Park. Staff are reviewing options to try and modify behavior and we are convening a brainstorming session with Parks staff, police, and members of the Youth for Christ/Refuge Indoor Skate Park. One of the items that needs to be addressed is continual damage to the adjacent property owner's perimeter fence at 3rd Street Plaza. We are looking at options to replace the fence with sturdier material (the current fence is vinyl and is "easy" to damage).
- At the Board's request, we have put in a request with the Communications and Engagement Department to solicit potential park names from the community for both the Westgate subdivision (71st Ave/Hwy 34) and Promontory.

Eric Bloomer – Parks Superintendent

Parks

- The Balsam Park Improvement project is nearly completed. Work onsite should be complete in late August and open to the public. The Natural Area Site will not be complete until September.
- The Greeley Stampede was a huge success. The Stampede is reporting increased numbers from the 2019 event (~2% increase overall). The park has recovered after a tremendous amount of work by staff and the Weld County Fair started without issues.
- Lincoln Park hosted the Arts Picnic July 24 & 25. This event was also very successful and people were excited to get back in the park for this annual event.

Forestry

- Forestry staff are working with contracted labor to complete the seeding of the west 20th street expansion. These areas will be native grasses, which have proven to be very effective ground treatments in several medians and tree lawn applications around the city.
- Forestry Code changes will be brought to City Council in August or September for adoption.

Linn Grove Cemetery

- Staff are working to prepare for the new columbarium that has been ordered. The anticipated completion is fall of this year. Previously we reported completion in August but this no longer seems attainable due to materials and delivery delays.

Scott Schuttenberg - Recreation Superintendent

Recreation

- Recreation continues to hire full-time and numerous part-time positions. Current full-time vacancies include two Recreation Managers, two Recreation Supervisors (Family FunPlex & Facilities), two Administrative Specialists.
- We have recently filled 11 full-time vacant staff positions this summer for sports, AIR, fitness, customer service and facility service workers.
- Greeley Recreation Center has begun holding more large scale rentals and reoccurring reservations (i.e. Quinceañera's, Rotary meetings, UCCC events, etc.).
- Childcare will resume at the Family Funplex beginning September 1.
- The climbing wall at the Recreation Center will reopen on September 15.
- Greeley Recreation Center is also working to bring back contracted programs for the fall such as Tumbling and Fencing.

Active Adult Center

- AAC staff have resumed producing their monthly newsletter. Beginning in August, staff will be offering and expanded variety of classes including Tai Chi and chess. Shuffleboard and corn hole tournaments will also be offered in August.

Aquatics

- Discovery Bay swimming pool will be transitioning to weekends only from August 14 through Monday, September 6 (Labor Day).
- Staff will also be opening Centennial Pool for weekend open swim beginning Saturday, August 14.

Ice Haus

- The maintenance shutdown took place June 28 - July 4. The ice was re-done, new protective netting was installed, and accents in the lobby were repainted.
- Summer registrations for all programs and leagues have been very strong, comparable to in-season levels (Sept - Mar) from pre-COVID.
- All of the user groups will resume normal operations this Fall.

Sports

- The fall sports registration deadline is August 9. Staff will be at the Weld County School District 6 back to school event on August 7 taking registrations. Participation numbers look good so far.
- Youth Soccer games will be played at the newly renovated Balsam Park this fall as well as at Monfort Park.

Rodarte Community Center/Youth Enrichment

- The youth boxing program is back in full swing with 19 participants.
- The last day of the Fun in the Sun Program was July 30. The program was very successful and the 140 kids that participated had a great experience.
- The STEM Summer Scholars program also wrapped up in July. Staff collaborated with the CSU Extension Office to host the program along with a UNC professor and a mathematics Masters Student.
- The Anna Gimmestad and Rodarte after school program will resume August 12.
- The Rodarte Community Center will be closed for annual cleaning and maintenance from August 2 - 6. The facility will reopen on August 9 and programs including senior groups, GED program, and facility rentals will start back up.

[Justin Scharton – Natural Areas & Trails](#)

Poudre and Sheep Draw trail counts

Location	Month Total	Daily Avg (Month) Trend (prior month)	YTD Daily Avg Trend (prior year)
Sheep Draw @ McCloskey TH (installed May 2018)	8432	281 ↑36.2%	166 ↓26.7%
Triple Creek Spur @ Mountain Vista TH (re-installed Aug 2020)	4626	154 ↑0.2%	124 n/a
Poudre Trail @ Island Grove (installed Aug 2020)	4129	138 ↓41.6%	116 n/a
Poudre Trail @ Rover Run (Temp moved May 2020)	0	0 ↑0%	0 n/a
Poudre Trail @ PLC (installed Aug 2020)	126,333	4211 ↑1196%	850 n/a
Poudre Trail @ Poudre East (Kodak TH)	14402	338 ↑25.7%	199 ↓41.6%

- Poudre River Trail – Duran Section** | The design process has kicked off for this repair of a damaged section of the Poudre River Trail. Design is scheduled to be completed by mid-fall, with construction to begin in late 2021 or early 2022, weather and funding dependent.
- Poudre River Trail – Poudre Ponds** | While the trail is open, the pond remains closed while the Water & Sewer project continues. In the meantime NAT is completing fish habitat improvements, and will coordinate with Colorado Parks & Wildlife on re-stocking of the pond. The pond will not begin filling until mid-August at the earliest, and will not open to the public until sometime this fall.

- **Signature Bluffs Army Corps Restoration Project** | Spring weather including high river flows and groundwater halted work to re-seed the meadow area during spring seeding window, and will be delayed until the ideal fall window. Contractor will mow routinely over summer to keep weed height low.
- **East Memorial NA** | Installation of boulders and nature play features continues (see photos), construction is on track to be completed in early September.

Land Management

- Vegetation management remains behind schedule along trail corridors, but with one seasonal maintenance staff now on board dedicated to the Poudre River Trail, and Anthony Ibarra beginning in the Tech II position in early August, the backlog is anticipated to lessen steadily in the latter part of the season. NAT has partnered with Weld County Youth Corps for much of the vegetation management season to supplement NAT efforts, and contracted mowing is also being explored for future seasons as a backup.

Archived agendas are located on the City of Greeley website: <https://greeleygov.com/government/b-c>

Upcoming Events

- **August 6** - Neighborhood Nights: Labyrinth, Sanborn Park, 7-10pm
- **August 13** - Neighborhood Nights: Croods: A New Age, Anna Gimmetstad Park, 7-10pm
- **August 20** - Neighborhood Nights: Sandlot, Farr Park, 7-10pm
- **August 27** - Neighborhood Nights: Shrek, Sherwood Park, 7-10pm
- **August 28** - Glenmere Urban Wildlife Sanctuary Trail Improvements Volunteer Project, 8 am - 4 pm

GREELEY PARKS & RECREATION ADVISORY BOARD												
Attendance												
2021	January	February	March	April	May	June	July	August	September	October	November	December
Albano, Mandi	A	P				N o M e e t i n g						
Alexander, Caitlin	P	P	P	P	P		A					
Fulcher, Philip				P	P		P					
McPherson, Scott (Chair 3/20-2/21, 3/21-2/22)	P	P	P	A	P		P					
Parks, Marshall	P	P	P	P	P		P					
Reeser, Richard	P	P	P	P	A							
Silva, Mikyla (Vice-Chair 3/20-2/21)	P	P	P	P	P		P					
Torczon, Clint (Vice-Chair 3/21-2/22)	P	P	P	P	A		P					
Vega Ruzi, Vicente			P	P	P		P					
Wilson, Louise			P	P	P		A					
Witherell, Sarah	P	A										

Parks & Recreation Advisory Board - Agenda Summary

August 6, 2021

Key Staff Contact: Justin Scharton, Natural Areas & Trails Superintendent

Title:

Intergovernmental Agreement for cooperative land conservation and management of regional open space

Background:

The City of Greeley (City) and the Town of Windsor (Town) entered into a land use and utility planning intergovernmental agreement (IGA) in 2004, creating a cooperative planning area in selected areas in or between the respective defined growth area boundaries of the municipalities. An update to the IGA was completed in 2008 to reflect additional growth the communities had experienced and to add additional lands to the cooperative planning area.

While both the City and Town have been engaged in land conservation for open space and trails development for a number of years, to date there has not been any formal agreement or process to address when the municipalities acquire property together (or separately) in these cooperative planning areas. Additionally, addressing ownership, maintenance costs, and management responsibilities are all goals of this IGA.

The IGA (attachment A), details the major categories of land acquisition and management of acquired lands within the cooperative planning area, including:

- Planning and coordination prior to property acquisition
- Ownership and cost-sharing
- Property management plans
- Improvement development
- Revenue generation
- Emergency/disaster response
- Reporting
- Disposing of property
- Notifications and updating process

With land conservation projects being developed in which various aspects of ownership, management, and cost-sharing will be part of the transactions, the completion of this collaboratively-developed IGA is timely. Adoption of this IGA now will codify the roles and responsibilities of the Town and City as open space and trails partnerships in the future are developed.

Decision Options:

Staff recommendation is to approve IGA as presented.

Suggested motion(s)

- I move to recommend approval of the Greeley-Windsor IGA as presented, with legitimate format edits, and to forward the recommendation to Greeley City Council to adopt the IGA by Resolution.
- I move to recommend approval of the Greeley-Windsor IGA with the following amendments: _____(be specific)
- I move to reject the Greeley-Windsor IGA as presented.

Attachments:

- 1) Draft IGA

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INTERGOVERNMENTAL AGREEMENT FOR ACQUISITION, OWNERSHIP AND MANAGEMENT OF OPEN SPACE LAND

This Intergovernmental Agreement for Acquisition, Ownership and Management of Open Space Land (“Agreement”) is made this [date], by and between the CITY OF GREELEY, COLORADO (“City”) and TOWN OF WINDSOR, COLORADO (“Town”), each a Colorado home rule municipality.

WHEREAS, part of 2 of Article 1 of Title 29, C.R.S. authorizes governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each, including the sharing of costs; and

WHEREAS, the parties, together with the Poudre River Trail Corridor Inc., have worked cooperatively to prepare and adopt *A Plan (Poudre Greenway Guide/ Priority Parcels Map Books) for the Region Between Greeley and Windsor* (“Plan”) to protect and promote the quality of life, the natural environment and the character of each community; and

WHEREAS, the parties have worked cooperatively to prepare and adopt the *Comprehensive Cache la Poudre Greenway Guide – Greeley-Windsor Reach* (“Guide”) to direct future urban development toward municipal boundaries, while balancing preservation of open lands and critical natural areas around the Cache la Poudre River and within areas between Greeley and Windsor; and

WHEREAS, the Guide identifies certain critical lands to be protected from development through various means such as fee acquisition, conservation easements, and regulatory measures; and

WHEREAS, the Guide further speaks to the management of lands within the identified Resource Management Area and the Regional Park Preserve; and

WHEREAS, the City has completed the Get Outdoors Greeley strategic plan in 2021 and the Town is in the process of developing a strategic plan with the anticipated adoption date in late 2021, which will further define and guide potential strategic open lands acquisitions and joint management areas; and

WHEREAS, each party may in the future acquire lands without contribution from the other, yet such acquisitions may fit into the overall strategic objectives of the Guide; and

WHEREAS, the parties desire to assure that independently-acquired lands will be subject to cooperative management and use as permitted and contemplated herein; and

WHEREAS, the parties desire to cooperate and contract with one another concerning the sharing of costs and responsibilities for the acquisition, ownership, improvement, and management

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of the properties acquired by each.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

A. Prior to Contracting for Purchase. Prior to the execution of any agreement for purchase of real property interests that may be appropriate for administration under this Agreement, the parties will:

- (1) Communicate regarding the suitability of each parcel under consideration, and will arrive at consensus as to whether the acquisition meets the criteria found in the Plan and the Guide.
- (2) Communicate regarding acquisition of interests in open space lands through fee transfers, conservation easements or other legal means, and will arrive at the preferred mode of ownership interest for each suitable parcel.
- (3) Communicate as to whether title to the acquisition will be held jointly or separately.
- (4) Communicate as to contractual terms for closing, title insurance, appraisals, due diligence and other items, and will between them allocate responsibility for such terms.
- (5) Communicate regarding each party's contribution, if any, toward the purchase price of any interests being acquired, and will obtain required authority to commit funds to each acquisition.

B. Approval of Purchase Contracts. The specific terms of purchase will be reduced to writing and subject to the following requirements:

- (1) Each party's representatives will obtain required governing body approval for each contract of sale for each acquisition of property interests that may be appropriate for administration under this Agreement.
- (2) The parties' representatives will coordinate and cooperate to assure timely governing body approval, understanding that executive sessions may be required to assure acceptable terms are negotiated and legal opinions are received as needed.
- (3) In the event one or the other party does not receive governing body approval for execution of a purchase agreement, the other party may proceed with the acquisition independently of the non-approving party. In this event, the acquiring party shall bear all expense associated with the acquisition. Nothing in this sub-section shall prevent the parties from later negotiating terms for the joint management of a parcel acquired separately by either party.

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C. Pre-Closing Contract Performance. Each party will carry out its agreed responsibilities for contract terms necessary to satisfy closing requirements. The parties will coordinate any contractual interpretations, modifications and communication with seller representatives in a manner mutually-acceptable to accommodate unforeseen circumstances. Neither party shall be compelled to undertake any obligation or commit additional funds outside of the approved contract terms without first obtaining governmental body approval, if such governmental body approval is needed in the sole estimation of any party.

D. Post-Closing. Upon closing of a parcel acquisition, the parties will negotiate a parcel-specific Management Plan as described in Section E below.

E. Property Management Plans. For each acquisition intended for administration under this Agreement, the parties will arrive at acceptable terms for a written management (“Management Plan”) to be adopted as provided in this Section.

- (1) Ownership. The parties will specifically agree as to how title to each acquisition will be held for so long as the acquisition is administered under this Agreement. Nothing herein will be deemed to compel joint ownership if the open space values of the parties can otherwise be achieved. Regardless of how title is held, management of each acquisition will be undertaken jointly as set forth in the approved management plan for the acquisition.
- (2) Management Best Practices. Each acquisition will be managed in accordance with industry best practices as set forth in the Management Plan, subject to any prior leases, declarations, or other legal restrictions otherwise affecting the property.
- (3) Management Cost-sharing. The Management Plan for each acquisition will define the sharing of cost and human resources needed to administer the property in a manner that promotes the parties’ open space values. The dedication of fiscal resources in future fiscal years will be subject to appropriation and legal availability of funds. Unless otherwise expressly agreed in the Management Plan for a particular acquisition, liabilities and costs outside of customary management costs for site improvements, the Poudre River Trail, or property management will be shared by the parties in proportion to their ownership interest in the acquisition. However, in the event such liability or extraordinary costs arise solely or in part from the negligent acts or omissions of one party, the responsible party shall be responsible for such liability or extraordinary cost attributable to its acts or omissions.
- (4) After-imposed Encumbrances, Restrictions, Conditions. The Management Plan for each acquisition will identify any encumbrances, restrictions or conditions the parties agree are appropriate, subject to approval of each party’s governing body. Regardless of how title is held, neither the Town nor the City may establish, memorialize or record any encumbrance or

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restriction on a parcel subject to a Management Plan established under this Agreement without the express consent of the other party.

- (5) Improvements. To the extent improvements to an acquisition are mutually agreed-upon by the parties (including, without limitation, Recreational Improvements, Landscape Improvements, and Habitat Improvements), the improvements and cost sharing therefor will be included in the applicable Management Plan.
- (6) Revenue Generation. To the extent any acquisition held pursuant to this Agreement generates revenue, any such revenue shall be applied to the customary costs of property management for the current or in future years, unless otherwise expressly agreed by the parties. To the extent that accumulated revenue attributed to an acquisition exceeds sums needed for current or reasonably anticipated future management costs, the parties may apply such accumulated revenue for improvements to any or all acquisitions held pursuant to this Agreement.
- (7) Memorialization of Management Plans. Once all terms for management of an acquisition have been reduced to writing, the written Management Plan will be executed by the Town Manager and City Manager, or their designees. Nothing herein shall be deemed to prohibit each party from undertaking management activity before execution of the written Management Plan, if doing so preserves the open space values of both parties on an interim basis.
- (8) Modifications to Approved Management Plans. In the event the parties mutually determine that modifications to an executed Management Plan are necessary or appropriate to promote the parties' open space values, such changes may be made by written amendments executed by the City Manager and Town Manager or their designee. No amendments will be construed to permit or compel any changes to ownership or additional encumbrances on a parcel without governing body approval as required in sub-sections E. (1) and (4) above.
- (9) Updates to Management Plans. To the extent necessary for management of acquisitions, the parties will consider updated Management Plans every ten (10) years, or as circumstances may otherwise require.
- (10) Emergencies, Unforeseen Circumstances. The parties recognize that exigencies may arise that fall outside of even the best-crafted Management Plan. Therefore, in the event of emergency or unusual circumstances requiring immediate response, the party responsible for administering the Management Plan will be entitled to use reasonable discretion in responding to such circumstances, regardless of the expressed terms of the Management Plan, provided that reasonable efforts are made to consult with the other party regarding the proper course of action.

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- (11) **Responsible Party.** Each Management Plan will identify the entity responsible for administering the Management Plan and, if practical, identify individuals or departments with primary management responsibility. Any changes in composition or personnel will be updated to ensure both the Town and the City are accountable to each other on an ongoing basis.
- (12) **Periodic Reports.** The responsible party will provide periodic reporting of management activity for each acquisition on no less than an annual basis. Each party will identify the person or persons to whom reports shall be provided. All items of material importance to the parties will be disclosed through periodic reporting, including but not limited to disclosure of fiscal and human resources devoted to the property during the prior year, to assure that each party is discharging its respective obligations with respect to each acquisition.
- F. **Disposition of Property.** The parties recognize that circumstances may arise which render continued joint management of an acquisition impractical or infeasible. Under such circumstances, the parties agree to the disposition of property held pursuant to the Agreement as follows:
- (1) **Buy-out, jointly-held and Withdrawing Party-held acquisitions.** If for any reason a party no longer desires to participate in joint management of an acquisition (“Withdrawing Party”) to which title is held jointly or solely in the name of the Withdrawing Party, the Withdrawing Party will provide written notice accordingly to the other party (“Remaining Party”). Upon notification, the other party may respond with an offer to purchase the Withdrawing Party’s interest in the acquisition upon terms acceptable to the Remaining Party, which offer the Withdrawing Party must receive within sixty (60) days of the Withdrawing Party’s notice of request for withdrawal. If the Remaining Party’s offer is accepted by the Withdrawing Party, the parties will proceed to transfer ownership in accordance therewith. If the parties are unable to come to terms for the buy-out of the Withdrawing Party’s interest, then title and management of the acquisition will remain as previously agreed pursuant to the then-current Management Plan.
- (2) **Sale to third party, jointly-held and Withdrawing Party-held acquisitions.** If a party (“Transferring Party”) wishes to transfer its interest in an acquisition held jointly or solely by the Transferring Party to a third party, the Transferring Party shall first notify the other party (“Remaining Party”) accordingly. The Remaining Party will have thirty days to request relevant information regarding the party to whom the Transferring Party wishes to transfer its interest (“Third Party”), in order to assess the Third Party’s qualifications to perform the Transferring Party’s responsibilities under the applicable Management Plan. The Remaining Party shall have sixty (60) days following receipt of

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- the Third Party's qualifications to object to the transfer. If no objection to the Third Party's qualifications is tendered within sixty (60) days, the Remaining Party will be deemed to consent to the proposed transfer. If the Remaining Party lodges a timely objection to the transfer, the parties will endeavor to resolve the Remaining Party's concerns. In the absence of a mutual resolution of the Remaining Party's concerns, title to the acquisition and its management will remain as previously agreed pursuant to the then-current Management Plan.
- (3) Transfer of management responsibilities only. If a party for any reason determines it is unable to continue the joint management of an acquisition under the terms of the then-current Management Plan ("Withdrawing Party"), the Withdrawing Party will tender a request to be relieved of ongoing management responsibility to the other party ("Remaining Party"). The parties will undertake negotiations to modify the terms of the Management Plan. If the parties are unable to modify the Management Plan, the management of the acquisition will remain as previously agreed pursuant to the then-current Management Plan.
 - (4) Transfer of both parties' interests to a third party. The parties may at any time agree to dispose of an acquisition undertaken pursuant to this Agreement. Unless otherwise expressly agreed prior to the transfer, the parties will divide equally the net proceeds of any transfer to a third party. If a governmental entity other than the Town or the City by eminent domain take all or any portion of an acquisition held pursuant to this Agreement, the proceeds of the taking will be divided equally between the parties unless otherwise expressly agreed otherwise.
 - (5) Appraisals. Each party may request one (1) appraisal of any acquisition being disposed of in accordance with this sub-section 9, and the parties will share equally in the cost of each such appraisal.
 - (6) The foregoing terms with respect to disposition of acquisitions held pursuant to this Agreement shall not be deemed exclusive. If the foregoing terms for disposition of acquisitions are unsuccessful, either party may seek equitable relief in the state courts of Colorado sitting in Weld County.
 - (7) Nothing herein shall be deemed to modify the requirements for disposition of real property interests applicable to the parties under their adopted codes, charters and policies
- G. Term and Termination. This Agreement shall take effect upon execution, and shall remain in force for a period of twenty (20) years from the date first appearing above. Notwithstanding this term, the parties commit to reviewing their relationship hereunder every five (5) years to

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determine whether amendments are necessary. This Agreement may be extended by mutual agreement for additional terms to be negotiated. Either party may terminate this Agreement at any time with written notice to the other party of not less than thirty (30) days. Notwithstanding the expiration or termination of this Agreement, any Management Plan adopted by the parties shall survive termination, and the terms of Section F shall remain in effect as to the disposition of any acquisition held under a Management Plan at the time of the expiration or termination of this Agreement.

H. Miscellaneous.

1. This Agreement may not be assigned by either party without the prior written consent of the other party.
2. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.
3. Financial obligations of the parties payable after the current fiscal year are contingent upon the governing bodies of the parties, in their discretion, appropriating the necessary funds therefor.
4. Nothing in this Agreement waives the immunities, limits of liability, or other terms and conditions of the Colorado Governmental Immunity Act as now in force or hereafter amended.
5. This Agreement contains the entire understanding of the parties with respect to its subject matter, and shall not be deemed a modification of any other written agreements between the parties relating to other topics.
6. Any notices required or permitted to be given shall be in writing and personally delivered to the office of the parties of by first class mail, postage prepaid, as follows:

To the City:

Justin Scharton, Natural Areas & Trails
Superintendent Culture,
Parks & Recreation Department
321 N. 16th Avenue
Greeley, CO 80631

To the Town:

Wade Willis, Open Space and Trails
Manager
922 N. 15th Street
Windsor, CO 80550

Any such notice shall be effective (i) in the case of personal delivery, when the notice is actually received, or (ii) in the case of Certified Mail, the third day following deposit in the United States mail, certified mail postage prepaid, addressed as set forth above. Any party may change these

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persons or addresses by giving notice as required above.

6. This Agreement shall be effective upon the date first appearing above.

CITY OF GREELEY, COLORADO

By: _____
John Gates, Mayor

ATTEST:

Anissa Hollingshead, City Clerk

APPROVED AS TO FORM:

Doug Marek, City Attorney

TOWN OF WINDSOR, COLORADO

By: _____
Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

APPROVED AS TO FORM:

Ian D. McCargar, Town Attorney

East Memorial Natural Area

Construction Progress June 2021



Earth work underway to build new earthform. Other areas have been seeded to native prairie grasses.



Rocks and stones.





Benches and Chairs





Nature Play features.

