



TOWN BOARD WORK SESSION

August 25, 2014 – 6:00 P.M.

Town Board Chambers

301 Walnut Street, Windsor, CO 80550

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.

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 who have a question related to an agenda item are requested to allow the Town Board to discuss the topic and then be recognized by the Mayor prior to asking their question.

AGENDA

1. Review of compensation study information
2. Future design and maintenance, WCR 13 – Timnath Intergovernmental Agreement
3. Future meetings agenda



MEMORANDUM

Date: August 25, 2014
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Mary Robins, Director of Human Resources
Re: Compensation Findings
Item #: Work Session - 1

Background / Discussion:

In the previous work session Mike Swallow of Personnel Systems & Services took direction from the Town Board and Staff on completing the compensation market survey. This work session is for the expressed purpose of delivering the survey results and determining next steps.

Areas of study include:

- Compensation Survey (to be reviewed in work session) – Town ranges and salaries as compared to:
 - Northern Colorado Municipalities (North of Hwy 34)
 - Current peer groups and region competitors
 - All Participants in the survey (private and public)
 - Least Cost Implementation to make range adjustments
 - Alternatives – based on TB approach to philosophy
 - Recommendations
- Town Board Compensation Findings (Attached)
- Benefit plans available & contribution levels (to be presented)
 - How do we compare?
- General Review of the past five years (2008-2013) employee turnover analysis

Financial Impact:

	Current Budget	Proposed Inc.	Note
Expense/Wages	\$6,194,240	\$15,947	Least Cost 0.26% increase to wages
Addition of Least Cost Implementation New Budget	\$6,210,187		

Relationship to Strategic Plan:

Recruit & retain qualified, quality employees to deliver Vision of Citizens & Town Board.

Recommendation:

To remain competitive with Northern Colorado communities, staff recommends the range movements be implemented to keep the Town competitively aligned to recruit and retain employees.

Attachments:

Town Board Survey Information

Windsor 2014

Elected Official Comparison Report

MAYOR					
Entity	# Inc	Pay Basis	Salary	Updated	Comments
BOULDER	1	Annual	\$9,683	07/03/2014	Mayor is an elected member of Council then selected by the group to serve as Mayor. Council is required to participate in retirement and city contributes 13.7%.
BRIGHTON	1	Annual	\$16,800	07/03/2014	May opt for insurance benefits, city pays 100% of the single premium and 80% of two party, spouse and family premium. Official contributes 7.5% into the 457 account and the city matches with 7.5% which is a Social Security replacement.
CASTLE ROCK	1	Annual	\$11,400	07/02/2014	Elected officials do not participate in employee benefits
COMMERCE CITY	1	Annual	\$12,810	07/03/2014	Eligible to participate in medical, dental and vision. City pays Employee share of medical and Mayor pays 100% of dependent medical coverage and all dental and vision premiums.
ERIE	1	Annual	\$6,000	02/22/2014	The Mayor is eligible for additional compensation for meetings attended @ \$25 up to \$250 per month
EVANS	1	Annual	\$5,100	02/01/2014	Receives recreation center membership
FORT COLLINS	1	Annual	\$13,236	03/01/2014	
FORT LUPTON	1	Annual	\$12,600	07/24/2014	\$75.00 per meeting/workshop or other meetings established for the Council to attend is included in the annual amount.
FOUNTAIN	1	Annual	\$4,800	06/26/2014	
GOLDEN	1	Annual	\$19,936	01/30/2014	
GREELEY	1	Annual	\$14,400	02/05/2014	The Mayor also receives a \$50 internet and \$40 phone allowance per month.
JOHNSTOWN	1	Annual	\$4,800	07/02/2014	\$200 per meeting, 24 per year.
LAFAYETTE	1	Annual	\$6,600	01/09/2014	Wellness Program, City matches up to 4%in 457
LOUISVILLE	1	Annual	\$6,000	07/10/2014	100% Paid by the Mayor if the benefit is opted for.
LOVELAND	1	Annual	\$12,000	02/18/2014	
MONTROSE	1	Annual	\$9,000	07/02/2014	No city premium subsidy if mayor elects to participate in insurance plans.
PARKER	1	Annual	\$14,400	06/26/2014	
WESTMINSTER	1	Annual	\$16,800	02/03/2014	Health/Dental may be elected, they pay 100% of our blended rate.
WHEAT RIDGE	1	Annual	\$10,080	07/02/2014	Life Insurance - \$5000. Receives recreation facility membership. If election is made to participate in insurance programs, city pays "employee only" portion of the premium.
Average			\$10,866		
WINDSOR	1	Annual	\$6,000	Jan-14	
Difference			-\$4,866		

TOWN BOARD

Entity	# Inc	Pay Basis	Salary	Updated	Comments
BOULDER	9	Annual	\$9,683	07/03/2014	Paid \$201.73 per meeting; 48 meetings per year. Council is required to participate in retirement and city contributes 13.7%
BRIGHTON	7	Annual	\$12,000	07/03/2014	May opt for insurance benefits, city pays 100% of the single premium and 80% of two party, spouse and family premium. Official contributes 7.5% into the 457 account and the city matches with 7.5% which is a Social Security replacement
CASTLE ROCK	6	Annual	\$7,800	07/02/2014	Elected officials do not participate in employee benefits
COMMERCE CITY	8	Annual	\$11,209	07/03/2014	Eligible to participate in medical, dental and vision. City pays Employee share of medical and Council pays 100% of dependent medical coverage and all dental and vision premiums.
EVANS	5	Annual	\$3,600	02/01/2014	Receives recreation center membership
FORT COLLINS	6	Annual	\$8,656	03/01/2014	
FORT LUPTON	6	Annual	\$9,600	07/24/2014	\$75.00 per meeting/workshop or other meetings established for the Council to attend is included in the annual amount.
FOUNTAIN	5	Annual	\$3,600	06/26/2014	
GOLDEN	5	Annual	\$13,818	01/30/2014	
GREELEY	6	Annual	\$9,600	02/05/2014	City Council members also receive \$50 internet and \$40 phone allowances per month.
JOHNSTOWN	5	Annual	\$3,000	07/02/2014	\$125 per meeting, 24 per year.
LAFAYETTE	5	Annual	\$4,800	01/09/2014	Wellness Program, City matches up to 4% in 457
LOUISVILLE	5	Annual	\$3,000	07/10/2014	100% Paid by the council member if the benefit is opted for.
LOVELAND	7	Annual	\$7,200	02/18/2014	
MONTROSE	3	Annual	\$7,800	07/02/2014	No city premium subsidy if official elects to participate in insurance plans.
PARKER	6	Annual	\$7,200	06/26/2014	
WESTMINSTER	5	Annual	\$12,000	02/03/2014	Health/Dental may be elected, they pay 100% of our blended rate.
WHEAT RIDGE	8	Annual	\$7,200	07/02/2014	Life Insurance - \$5000. If the official elects to participate in health and dental insurance the city will pay the "employee only" portion of the premium.
Average			\$7,876		
WINDSOR	6	Annual	\$4,000	Jan-14	
Difference			-\$3,876		



MEMORANDUM

Date: August 25, 2014
To: Mayor and Town Board
Via: Work session materials, August 25, 2014
From: Ian D. McCargar, Town Attorney
Re: Timnath IGA (Weld County Road 13)
Item #: Work Session - 2

Background / Discussion:

The proposed Harmony Ridge Subdivision has brought Windsor and Timnath together to address the future of Weld County Road 13, which is also known as County Line Road. As a result of discussions over the past six months, we have negotiated the attached Intergovernmental Agreement (IGA).

The IGA covers the following topics:

Identifying the County Line Road Corridor. Right now, the Corridor is defined as that stretch of County Line Road north of Harmony Road (WCR 74). The IGA allows for later expansion of the Corridor to track future development to the south of the Harmony Road/County Line Road intersection ("Intersection").

Density and land use assumptions. The density of and overall plan for the Harmony Ridge Subdivision is the basis for the IGA's assumptions regarding development north of the Intersection. Density is largely driven by the capacity of the Boxelder Sanitation District's facilities serving Harmony Ridge.

Right of way dedication. This is really a housekeeping matter, to make certain that the width of the right of way is at the correct dimension for future development of County Line Road as a regional roadway.

Road construction. This language assures consistency of construction by use of the engineering term of art, "rural asphalt cross section street".

Traffic control. This section speaks to the need for Windsor to require the Harmony Ridge developer to install traffic control measures in accordance with a qualified traffic control study. There is also room in this language to share costs through reimbursement agreements and developer agreements.

Road maintenance. This was the primary reason we initiated the conversation with Timnath. Given that this stretch of roadway is at considerable distance from the Town's Public Works facility and is much closer to Timnath's, Timnath will be responsible for maintenance of the roadway. We have identified cost-sharing components, and a system that will allow each municipality to budget appropriately for the costs attributable to each.

Term. We have set this up to have the IGA kick in from the point when the Harmony Ridge developer establishes an access onto County Line Road. Once that occurs, the cost-sharing and other terms take effect.

Approval schedule. Timnath is scheduled to consider approval of the IGA at its meeting on August 26, 2014. Assuming their approval, we will likely have this before you at the first meeting in September.

Financial Impact: Depends on maintenance costs allocated to Windsor, but will be subject to annual appropriation.

Relationship to Strategic Plan: Managed growth

Recommendation: Discuss as needed, expect future action item

Attachments:

Intergovernmental Agreement Between the Town of Timnath, Colorado, and the Town of Windsor, Colorado Regarding County Line Road Maintenance and Operations

**An Intergovernmental Agreement
Between the Town of Timnath, Colorado and the Town of Windsor, Colorado
Regarding County Line Road Maintenance and Operations**

This Agreement is made and entered into on the _____ day of _____, 2014, between the town of Timnath (“Timnath”) and the Town of Windsor (“Windsor”) each a municipal corporation of the State of Colorado (collectively referred to as the “Parties”).

WHEREAS, the Parties’ municipal boundaries and respective Growth Management Areas (GMAs) border each other along Larimer County Road 1, also known as Weld County Road 13 (hereinafter referred to as the “County Line Road”); and

WHEREAS, the Parties agree that development within either municipality and along either side of the County Line Road will impact road construction and maintenance; and

WHEREAS, all development along the west side of County Line Road between Harmony Road and Larimer County Road 40 is located within the boundaries of Timnath, and all development along the east side of County Line Road between Harmony Road and Weld County Road 76 is either currently located within the boundaries of Windsor, or will be located within the boundaries of Windsor via future annexations; and

WHEREAS, Windsor may annex certain property, the proposed development of which is predominantly single family homes and is generally proposed to develop as illustrated on Exhibit A, attached hereto and incorporated herein by reference.

WHEREAS, the Parties agree that it is in the best interests of each municipality to reach agreement on the future construction and maintenance of County Line Road and its signage, traffic signals, as necessary, and other appurtenances as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. County Line Road Corridor. This Agreement shall govern the County Line Road Corridor, which is generally described as lying along either side of a one-mile stretch of County Line Road, having its southern boundary at the intersection of County Line Road and Harmony Road (also known as LCR38 and WCR74) and having its northern boundary at the intersection of County Line Road and LCR40, as more particularly depicted on Exhibit B, attached hereto and incorporated herein by reference.

2. Proposed Development. The terms of this Agreement are based on the density and land use depicted in Exhibit A. If substantive changes are made to the proposed development, the Parties will evaluate whether or not the impacts to County Line Road of such development have changed and whether a new traffic impact analysis is needed.
3. Right-of-Way Dedication. The right-of-way within Timnath and along the west side of County Line Road is seventy feet wide. The current right-of-way along the east side of County Line Road and within Weld County is thirty feet wide. Windsor will require the developer along the east side of the County Line Road Corridor to dedicate an additional forty (40) feet of right-of-way along the east side of County Line Road upon the final platting of any such development. Said dedication shall be for the full length of County Line Road as depicted in Exhibit B. Windsor will work with Timnath to annex the additional dedicated right of way to the Town of Timnath.
4. Road Construction. Windsor will require the developer of property along the east side of County Line Road Corridor to construct a rural asphalt cross section street (*i.e.* open drainage ditch, detached sidewalk and other elements as approved by both Timnath and Windsor town engineers and per Exhibit X) in conjunction with the construction of any streets that access County Line Road from the east within the County Line Road Corridor. The rural asphalt cross section street required under this section shall be for the full length of the County Line Road Corridor as illustrated in Exhibit B. In the event that development along the east side of the County Line Road Corridor evolves in phases, the road construction requirements of this section shall be constructed to assure that the improvements extend from each phased access to the intersection of Harmony Road and County Line Road or, to the northern terminus of any such improvements previously constructed to the south, as the case may be.
5. Traffic Control. Development along the County Line Road Corridor may warrant the construction of a traffic control device or devices at the intersection of County Line Road and Harmony Road. When warranted by data contained within a reliable traffic impact study, and with the concurrence of the Timnath Town Engineer, Windsor shall require the developer of property east of County Line Road and adjacent to the County Line Road Corridor to install a traffic control device or devices. Nothing herein shall prevent Windsor from entering into an agreement for the re-capture of costs from surrounding development benefitted by any traffic control device or devices. Timnath agrees to reimburse Windsor for its share of the costs of any traffic control device or devices above and beyond any private party's fair share upon the further development of property within Timnath that is shown, via a traffic impact analysis to contribute to the need for the traffic control device or devices in question.

6. Road Maintenance. The costs of roadway maintenance within the County Line Road Corridor shall be borne in equal shares by the Parties. As an operational matter, Timnath will be responsible for maintenance of County Line Road in accordance with generally-accepted roadway maintenance standards. Timnath shall submit documentation of reimbursable costs incurred by Timnath during the previous twelve (12) months to Windsor by July 1 of each year, commencing 2015. Windsor shall reimburse Timnath for Windsor's share of said costs within thirty (30) days of receipt of Timnath's documentation. In order to assure sound budgetary practices, Timnath shall wherever practical notify Windsor by no later than August 1 of any significant reimbursable cost items anticipated for the coming twelve (12) months.

For the purposes of this Agreement, reimbursable road maintenance costs shall include but not be limited to:

- a. Snow plowing.
 - b. Salting or other method of de-icing or snow removal.
 - c. Street sweeping.
 - d. Surface and subsurface repairs including crack sealing, pothole repair, base repair, and striping.
 - e. Right of way mowing and shoulder maintenance
 - f. Traffic control signage installation, repair and replacement.
 - g. Repair and replacement of traffic control devices installed pursuant to this Agreement.
 - h. Street light maintenance and repair or replacement, if any.
 - i. Sidewalk maintenance, repair or replacement, if any.
7. Dispute of Costs. If there is any dispute between the Parties on what constitutes eligible costs of maintenance and/or repair, the Town Managers of each municipality shall come to agreement on an appropriate resolution.

8. Future Development and Agreement. The Parties acknowledge that future development elsewhere along County Road Line will impact the road, but that development densities and land uses are not confirmed at this time. The Parties agree to work in good faith on future agreements or amendments to this Agreement as future developments are proposed or approved.
9. No Third-Party Rights. This Agreement is made solely for the benefit of the Parties hereto, and is not intended nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.
10. Non-Compliance. If either Party fails to comply with the provisions of this Agreement, the other Party, after providing written notification to the non-complying Party and upon the failure of the non-complying Party to achieve compliance within a reasonable time after such notice under the circumstances, or ninety days, whichever is less, may maintain an action in a court of competent jurisdiction in Larimer County for specific performance, injunctive, or other relief.
11. Additions and Modifications. The Parties hereto agree that they shall cooperate with one another in making such additions and modifications to this Agreement as may be necessary to effectuate its purposes.
12. Term and Termination.
 - a. Term. This Agreement shall be effective on the date upon which Windsor issues construction acceptance for any roadway improvements that create access to County Line Road from the property lying east of County Line Road adjacent to the County Line Road Corridor (the "Effective Date"), and shall remain effective until terminated in accordance with this section or as may be otherwise permitted by this Agreement.
 - b. Mutual Termination. The Parties may mutually agree in writing to terminate this Agreement. A Party may refuse a request to terminate this Agreement for any or no reason.
 - c. Unilateral Termination. Either Party may terminate this Agreement without cause or reason by providing written notice of termination ("Notice of Termination") to the other Party which notice complies with the requirements of this Agreement. Such notice shall be delivered to the other Party prior to June 30th of the calendar year preceding the calendar year in which the termination will be effective and, if so tendered, shall be effective at 11:59

p.m. on December 31 of the calendar year within which such notice is so tendered. By way of example and not limitation, if a Party desires to terminate this Agreement effective December 31, 2018, Notice of Termination must be delivered to the other Party no later than June 30, 2017 in order for the Notice of Termination to be valid and effective.

- d. Termination for Cause. Should a Party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section, “reasonable time” shall be not less than ten (10) business days.

- 13. Colorado Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado with venue in Larimer County.
- 14. Assignment. Neither Party may assign this Agreement without the prior express written consent of the other Party. Any attempted assignment that violates the provisions of this section shall be null and void and without effect. Nothing herein shall prevent either Party from entering into an agreement with a third party to perform services in connection with this Agreement, provided that each Party shall remain responsible for the performance of its respective obligations under this Agreement.
- 15. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.
- 16. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to a Party, its officials, employees, contractors, or agents, or any other person acting on behalf of a Party and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.
- 17. Cooperation Concerning Third Party Claims. Each Party shall promptly deliver to the other Party a copy of the following document(s) after receipt:

- A. Any written letter, statement, or electronic mail message received by a Party asserting harm, damage, or claim of any nature against Timnath or Windsor arising or resulting from the performance or failure to perform pursuant to this Agreement.
 - B Any written notice of claim whether or not made pursuant to C.R.S. § 24-10-109 asserting that Timnath or Windsor committed or is responsible for any intentional tort or negligence occurring within County Line Road.,
 - C. Any complaint filed in any state or federal court which names Timnath or the Windsor, or an official, officer, employee, contractor, or agent of Timnath or Windsor which complaint cites or references this Agreement or the portions of County Line Road which lie within the County Line Road Corridor.
18. Waiver. A waiver of a breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.
19. Appropriation. Notwithstanding the provisions in Paragraph 12, pursuant to C.R.S. § 29-1-110, any financial obligations of Timnath and Windsor contained herein that are payable after the current fiscal year are subject to annual appropriation. The Parties each represent that they have appropriated or have adequate reserve funds readily available for appropriation to meet any financial obligation that may arise following the Party’s election to terminate this Agreement. The Parties each represent to the other that this Agreement does not violate Article X, Section 20 of the Colorado Constitution (TABOR).
20. Notices. All notices or other communications hereunder shall be sufficient given and shall be deemed given when personally delivered, or after the lapse of ten business days following mailing by certified mail, postage prepaid, addressed as follows:

To Timnath: Town of Timnath
 Attention: Town Manager
 4800 Goodman Street
 Timnath, CO 80547

To Windsor: Town of Windsor
 Attention: Town Manager
 301 Walnut Street
 Windsor, CO 80550

21. Severability. If any portion of this Agreement is finally held invalid or unenforceable by a court of competent jurisdiction as to either Party or as to both Parties, the Parties agree to take such action(s) as may be necessary to achieve the greatest degree possible the intent of the entirety of this Agreement. If any portion of any other paragraph of this Agreement is finally held invalid or unenforceable by a court of competent jurisdiction as to either party or as to both Parties, such invalidity or unenforceability shall not affect the other paragraphs of this Agreement, except that any corresponding right or obligation of the other Party shall be deemed invalid.
22. Additional Assurances. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.
23. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
24. Amendments. This Agreement may be amended in writing only by the mutual agreement of the governing bodies of the Parties hereto.
25. Reliance by the Parties. Windsor and Timnath understand that each is relying upon all of the promises made by the other in this Agreement, and each agrees:
 - a. Not to assert to any court or other body the invalidity or unenforceability of any portion of this Agreement;
 - b. To promptly notify the other Party of any legal action which might affect this Agreement;
 - c. To allow the other Party to participate in such legal action as the other Party deems appropriate; and
 - d. To defend this Agreement in such legal action.

(remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters, CMC
Town Clerk

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Exhibit A

Exhibit B



FUTURE TOWN BOARD MEETINGS

Work Sessions & Regular Meetings will be held in the Board Chambers unless otherwise noted.

September 1, 2014	Labor Day – No meeting
September 8, 2014 5:30 p.m.	Board/Manager/Attorney Monthly Meeting Draft Strategic Plan Update
September 8, 2014 7:00 p.m.	Town Board Meeting
September 15, 2014 6:00 p.m.	Town Board Work Session Update on Demographic and Housing Study
September 22, 2014 6:00 p.m.	Town Board Work Session
September 22, 2014 7:00 p.m.	Town Board Meeting
September 29, 2014	Fifth Monday
October 6, 2014 6:00 p.m.	Town Board Work Session
October 13, 2014 5:30 p.m./1 st floor conference room	Board/Manager/Attorney Monthly Meeting
October 13, 2014 7:00 p.m.	Town Board Meeting
October 20, 2014 6:00 p.m.	Town Board Work Session
October 27, 2014 6:00 p.m.	Town Board Work Session Discussion of draft 2015 DDA budget
October 27, 2014 7:00 p.m.	Town Board Meeting
November 3, 2014 6:00 p.m.	Town Board Work Session
November 10, 2014 5:30 p.m./1 st floor conference room	Board/Manager/Attorney Monthly Meeting
November 10, 2014 7:00 p.m.	Town Board Meeting
November 17, 2014 6:00 p.m.	Town Board Work Session
November 24, 2014	Town Board Work Session

6:00 p.m.

November 24, 2014
7:00 p.m.

Town Board Meeting

Additional Events

October 11, 2014

Budget work session

Future Work Session Topics

Flashing Crosswalks