

RAINDANCE METROPOLITAN DISTRICT NOS. 1-3

www.raindancemetrodistrict.org

Raindance MD No. 1
Martin Lind, President
May 2027
Justin Donahoo,
Secretary/Treasurer
May 2029
Austin Lind, Asst.
Secretary
May 2029
Ryan Scallon, Asst.
Secretary
May 2029
Vacant
May 2027

Raindance MD No. 2
Martin Lind, President
May 2027
Justin Donahoo,
Secretary/Treasurer
May 2029
Austin Lind, Asst.
Secretary
May 2029
Barry McGuinness, Asst.
Secretary
May 2027
Garrett Scallon, Asst.
Secretary
May 2029

Raindance MD No. 3
Martin Lind, President
May 2027
Justin Donahoo,
Secretary/Treasurer
May 2029
Christopher Kiraly,
Secretary
May 2029
Cindy Beemer, Asst.
Secretary
May 2027
Ryan Scallon, Asst.
Secretary
May 2029

NOTICE OF JOINT MEETING

Tuesday, June 23, 2026, at 10:00 a.m.

1625 Pelican Lakes Point, Suite 201, Windsor, Colorado 80550

This meeting may also be attended via teleconferencing through the directions below:
<https://us06web.zoom.us/j/81784084221?pwd=WUZyWUVaNjBaMlFnL1lKWkhuNmJaZz09>
Meeting ID: 817 8408 4221; Passcode: 043909; Call In#: 1 (720)707-2699

JOINT MEETING AGENDA

1. Call to Order
2. Declaration of Quorum/Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Boards on matters that affect the Districts that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
5. Consent Agenda –The items listed below are a group of items to be acted on with a single motion and vote by the Boards. An item may be removed from the consent agenda to the regular agenda by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Boards.
 - a. Approval of Minutes from the March 25, 2026, Joint Special Meeting (District Nos. 1-3) (**enclosure**)
 - b. Ratify/Approve Independent Contractor Agreements
 - c. Ratify Town of Windsor, Roadway and Roundabout Improvements (CO BLVD) (District No. 1) (**enclosure**)
6. Operations Matters

- a. General District Operations
 - i. Operations Report (*if any*)
 - ii. Update re Status of Golf Cart Access Discussions with Town of Windsor (**enclosure**)
 - iii. Consider Adoption of Joint Resolution with Poudre Tech Metropolitan District Concerning Enforcement of Rules and Regulations Related to E-Bikes, Golfcarts, and LSEV's (**enclosure**)
- b. Raindance River Resort / WaterDance Operations
 - i. Operations Report (*if any*)
- c. Water System Operations
 - i. System Operations Report (*if any*)
- 7. Capital Matters
 - a. Capital Report (*if any*)
- 8. Legal Matters
 - a. Discussion re Establishment of Non-Potable Water Activities Authority with Poudre Tech Metropolitan District (**enclosure**)
- 9. Financial Matters
 - a. Consider Approval of Payables/Financials (*to be distributed, if any*)
- 10. Other Business
- 11. Adjourn

**MINUTES OF A JOINT SPECIAL MEETING OF
THE BOARDS OF DIRECTORS OF THE
RAINDANCE METROPOLITAN DISTRICT NOS. 1-3
HELD WEDNESDAY, MARCH 25, 2026, AT 1:00 P.M.
AT 1625 PELICAN LAKES POINT, SUITE 2021, WINDSOR, CO 80550
AND VIA TELECONFERENCE**

The joint special meeting of the Boards of Directors of Raindance Metropolitan District Nos. 1-3 was called and held in accordance with the applicable laws of the State of Colorado. The following Directors, having confirmed their qualifications to serve, were in attendance:

Attendance

Raindance Metropolitan District No. 1

Martin Lind, President
Justin Donahoo, Secretary/Treasurer
Austin Lind, Assistant Secretary
Ryan Scallon, Assistant Secretary

Raindance Metropolitan District No. 2

Martin Lind, President
Justin Donahoo, Secretary/Treasurer
Austin Lind, Assistant Secretary
Garrett Scallon, Assistant Secretary
Barry McGuinness, Assistant Secretary

Raindance Metropolitan District No. 3

Martin Lind, President
Justin Donahoo, Secretary/Treasurer
Christopher Kiraly, Director
Ryan Scallon, Assistant Secretary
Cindy Beemer, Assistant Secretary

Also present were Zachary P. White, Esq., Darah D. Fuller, Esq., White Bear Ankele Tanaka & Waldron, Attorneys at Law (District Counsel); Gary Kerr, Lara Wynn, Todd Cristiano, Water Valley Companies (District General Manager); Steve Southard, Melissa Ehrlich, Nancy Ward, Ariel Fuqua, Victoria Filippi, Hannah Lindsey, Advance HOA Management (District Managers and Accountants); and members of the public.

Combined Meetings

The Boards of Directors of the Districts have determined to hold joint meetings of the Districts and to prepare joint minutes of action taken by the Districts in such meetings. Unless otherwise

noted herein, all official action reflected in these minutes is the action of each of the Districts. Where necessary, action taken by an individual District will be so reflected in these minutes.

Confirmation of Posting of Meeting Notice

Ms. Lindsey confirmed the meeting notice was posted as required by law.

Call to Order/Declaration of Quorum

It was noted that a quorum of the Boards was present, and Mr. White called the meeting to order.

Conflict of Interest Disclosures

Mr. White advised the Boards that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. White reported that disclosures for those directors that provided WBA, PC, with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Boards at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Boards. Mr. White inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted.

Approval of Agenda

The Boards reviewed the proposed agenda. Following discussion, upon a motion duly made and seconded, the Boards unanimously approved the agenda as presented.

Public Comments

Members of the public spoke to the Boards to express their concerns about golf-cart and e-bike usage throughout the Districts, particularly by the youth. Thomas Wagner emphasized that the issue was particularly bad around Barnyard Park and that it has put his wife in danger due to health considerations. Another member of the public suggested holding a community meeting at a school to educate kids on the dangers of e-bikes and importance of helmets and noted that ER doctors could attend and talk about issues that they are seeing in the hospital due to accidents with e-bikes. Director Martin Lind was very supportive and emphasized that the Districts were concerned as well and working to address the issues. Director Martin Lind thank the members of the public for attending the meeting and speaking up about their concerns.

Consent Agenda

Mr. White reviewed the items on the consent agenda with the Boards. Mr. White advised the Boards that any item may be removed from the consent agenda to the regular agenda upon the request of any director. No items were requested to be removed from the consent agenda. Upon

a motion duly made and seconded, the following items on the consent agenda were unanimously approved, ratified, and adopted:

- Minutes from the January 28, 2026, Joint Special Meeting (District Nos. 1-3)
- Minutes from the February 25, 2026, Special Meeting (District No. 1)
- Independent Contractor Agreements

Operations Matters

General District Operations

Operations Report – None.

Update re Status of Golf Cart Access Discussions with Town of Windsor – Mr. Southard provided an update regarding Golf Cart Access Discussions with the Town of Windsor to the Boards. The Boards directed Mr. Southard to proceed with painting green dotted striping down the center of all paths that carts are allowed on to clarify for residents and police. If additional paths are approved following negotiations with the Town they will also be striped. Director Martin Lind emphasized the importance of golf-cart culture in the community and requested that golf-carts be permitted everywhere where it is safe.

Raindance River Resort / WaterDance Operations

Operations Report – None.

Water System Operations

Water Rates Presentation – Mr. Cristiano provided a Water Rates Presentation to the Boards. Mr. Kerr added that rate calculations include the assumption of a refinance, and requested direction from the Boards on how to proceed with the consultants necessary to move forward. The Boards provided Mr. Kerr with direction.

Consider Adoption of 2026 Water Rate Schedule – Mr. Kerr opened the public hearing on the 2026 Water Rate Schedule. Mr. White noted that the notice of public hearing was provided in accordance with Colorado law. No written objections have been received prior to the meeting. There being no public comment, the hearing was closed.

Mr. White presented the 2026 Water Rate Schedule to the Boards. Following discussion, upon a motion duly made and seconded, the Boards unanimously approved the rates, subject to final legal revisions and review.

Consider Approval of Water System Rules – Ms. Lindsey led the Boards in a discussion regarding the approval of Water System Rules. Following discussion, upon a motion duly made and seconded, the Boards unanimously approved the rules.

Capital Matters

Capital Report – None.

Legal Matters

Discussion re Establishment of Non-Potable Water Activities Authority with Poudre Tech Metropolitan District – Mr. White discussed the Establishment of Non-Potable Water Activities Authority with Poudre Tech Metropolitan District with the Boards. Following discussion, upon a motion duly made and seconded, the Boards provided Mr. White with directions to pursue investigating options for formalizing a relationship.

Financial Matters

Consider Approval of Payables/Financials – Ms. Filippi presented the Payables and Financials to the Boards. Following discussion, upon a motion duly made and seconded, the Boards unanimously approved the payables and financials.

Other Business

None.

Adjourn

There being no further business to come before the Boards, following discussion and upon a motion duly made, seconded, and unanimously carried, the Boards determined to adjourn the meeting.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Secretary for the Meeting

The foregoing minutes were approved on the 23rd day of June 2026.

**INTERGOVERNMENTAL AGREEMENT REGARDING THE ROUNDABOUT AND
ROADWAY IMPROVEMENTS AT THE INTERSECTION OF CROSSROADS
BOULEVARD AND COLORADO BOULEVARD**

THIS INTERGOVERNMENTAL AGREEMENT REGARDING THE ROUNDABOUT AND RELATED ROADWAY IMPROVEMENTS CONCERNING THE INTERSECTION OF COLORADO BOULEVARD AND CROSSROADS BOULEVARD (“Agreement”) is made and entered into on _____, by and between the TOWN OF WINDSOR, a Colorado home rule municipality (“Town”), and the RAINDANCE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“District”). The Town and the District are referred to collectively herein as the Parties.

RECITALS

WHEREAS, the Parties concur that a roundabout and related roadway improvements concerning the intersection of Colorado Boulevard and Crossroads Boulevard, within the Town of Windsor, CO, will serve as a needed transportation improvement for the general public, and will serve the development of property within the Planned Unit Development known as RainDance (“Property”); and

WHEREAS, pursuant to the District’s Service Plan approved by the Town in Ordinance No. 2014-1469 on March 10, 2014, and pursuant to Article 1, Title 32, Colorado Revised Statutes (the “Special District Act”), the District is authorized to construct, maintain, and finance various improvements within and without its boundaries, including the Property; and

WHEREAS, in Raindance Subdivision, Eighteenth (18th) Filing Subdivision Agreement between the Town and Raindance Development LLC, the Phase 3 improvements - consist of the construction of a two-lane roundabout, are subject to a separate written agreement that will address overlapping improvements and any related cost-sharing/reimbursements between the Parties; and

WHEREAS, the Raindance Subdivision, Eighteenth (18th) Filing Subdivision Agreement was partially assigned to the District by Raindance Development LLC, including the right to construct certain public improvements for the benefit of the Property; and

WHEREAS, the Town seeks to protect the health, safety and general welfare of the community by providing for the completion of various improvements in the vicinity of the Property, thereby promoting its transportation objectives and limiting the harmful effects of substandard or inadequate development; and

WHEREAS, the Town’s Roadway Classification System calls for advancing a vital infrastructure project aimed at enhancing safety, optimizing traffic flow, and improving connectivity for all modes of transportation at the intersection of Colorado Boulevard (Weld County Road 13/Larimer County Road 1) and Crossroads Boulevard (the “Roundabout”); and

WHEREAS, the Town has appropriated funding in 2026 to construct the Roundabout; and

WHEREAS, The Parties acknowledge that the District is permitted to finance and construct auxiliary roadway improvements including completion of the connection of Iron Wheel Drive to Colorado Boulevard (the “Iron Wheel Connection”), and the connection of Falling Leaf Drive to Crossroads Boulevard (the “Falling Leaf Connection”, and together with Iron Wheel Connection, the “Auxiliary Roadway Connections”), both of which are in the immediate vicinity of the Roundabout that directly serve development within the Property; and

WHEREAS, the Parties acknowledge that construction of the Roundabout is necessary for completion of the Iron Wheel Connection; and

WHEREAS, the Parties acknowledge that coordinating the construction of the Roundabout at the same time as the Auxiliary Roadway Connections creates efficiencies for the Town and the District, and will serve to reduce delays caused by the construction of roadway improvements; and

WHEREAS, the Town has agreed to coordinate and undertake the construction of the Roadway Improvements (defined below); and

WHEREAS, the Town has presented its cost estimates with respect to the Roadway Improvements scope of work, attached hereto and incorporated herein by reference as **Exhibit A** (“Cost Estimates”); and

WHEREAS, the Parties agree that the Cost Estimates are only estimates, and are not binding; and

WHEREAS, based upon the Cost Estimates, the purpose of this Agreement is to assure the completion of Roadway Improvements necessary for general transportation, development of the Property, and to allocate responsibility for certain costs and infrastructure improvements between the Parties and to establish the terms under which the Town and District will finance and construct the Project; and

WHEREAS, this Agreement is not executed for the benefit of materialmen, laborers, or others providing work, services, or material to the Improvements, or for the benefit of lot buyers within the Property; and

WHEREAS, the mutual promises, covenants, and obligations contained in this Agreement are authorized by the statutes of the State of Colorado and the ordinances of the Town of Windsor; and

WHEREAS, the Parties desire to set forth their understandings with respect to eligible reimbursable project elements for the Roadway Improvements, construction, initial cost and cost reimbursements.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, payments, and performances of the parties, it is mutually agreed as follows:

PREAMBLE

The Parties agree that the aforesaid recitals are true and correct, and those recitals are hereby incorporated into the body of this Agreement.

ARTICLE I

ROADWAY IMPROVEMENTS

1.1 Roadway Improvements.

Subject to all conditions set forth in this Agreement, the Town shall construct the following improvements in accordance with the improvement plans approved by the Town for the project (“Roadway Improvements”), including, but not limited to:

- replacing the existing traffic signal with a multi-lane concrete roundabout; and
- widening the north (Colorado Blvd) and east (Crossroads Blvd) approaches to a four-lane Urban Arterial roadway section, totaling approximately 3.1 lane miles of new asphalt pavement; and
- associated curb and gutter; and
- dedicated bike lanes; and
- a ten-foot detached sidewalk around all sides of the roundabout roadway surface; and
- drainage collection and conveyance infrastructure; and
- medians and turn lanes; and
- an extension of existing Iron Wheel Dr roadway connecting to Colorado Blvd; and
- an extension of existing Falling Leaf Dr roadway connecting to Crossroads Blvd; and
- associated street lighting, signage, and roadway striping;

All of the foregoing as more particularly described in the final construction plans and specifications approved by the Town, as generally depicted in **Exhibit B**.

1.2 Prosecution of Work

The Town shall undertake the project, subject to its appropriation of funding by the Windsor Town Board and shall diligently pursue timely commencement and completion of the Roadway Improvements. The Parties agree that actual costs of construction shall be shared in the same percentage breakdown set forth in Section 2.1.C.. In the event the bidding process for the project results in a projected cost that exceeds the project Cost Estimates, neither Party shall be under any obligation to appropriate additional funding for the Roadway Improvements.

In the event that the lowest responsive and responsible bid for the Roadway Improvements, or the Town's updated engineer's estimate following completion of final design, exceeds the Cost Estimates set forth in Exhibit A, either Party shall have the right, upon written notice to the other Party, to require the Parties to confer in good faith to modify the scope of the Roadway Improvements, adjust the cost allocations, or identify alternative funding sources to address such increase.

If the Parties are unable to reach mutually acceptable terms within sixty (60) days following such notice, either Party may terminate this Agreement upon written notice to the other Party, without further obligation, except for any costs previously incurred and agreed to be shared pursuant to this Agreement.

If during the prosecution of the work contemplated under this Agreement, the Town selected contractor submits change orders that would cause the District's portion of the Cost Estimate to exceed the amount of the Cost Estimate, the Town shall provide notice to the District of the change order, and the District shall have a reasonable opportunity to review and discuss the change order with the Town to confirm whether it is necessary and whether any cost associated therewith will be allocated to the District.

Notwithstanding the foregoing, the District shall not be obligated to reimburse the Town for any costs in excess of the District's proportional share of the Cost Estimates set forth in Exhibit A, unless otherwise agreed to in writing by the District.

1.3 Provision for District-funded Improvements Serving the Property.

It is understood that the Roadway Improvements are intended to serve general public transportation needs, and will eventually provide arterial access to and from local and collector streets to be constructed within the Property in the future as development occurs, particularly to and from Tract A, Raindance 18th Filing. The provision for any other or further public improvements serving subdivisions, tracts, lots or sites within the Property shall be set forth in future Subdivision Development Agreements or Site Plan Development Agreements. The Town shall bear no cost associated with such improvements, except those improvements which are customarily reimbursable pursuant the Town's existing reimbursement policy, and as may be provided for in specific reimbursement agreements in accordance with such policy.

Nothing in this Section shall be construed to obligate the District to finance or construct improvements other than the Roadway Improvements expressly described in this Agreement.

1.4 Design Costs.

The Town will bear the initial cost of design for the Roadway Improvements ("Design Costs"). The allocation of estimated costs between the Parties is set forth in the Cost Estimates, indicating which costs will be paid by the Parties, and when such costs are to be paid.

Design Costs shall not be subject to reimbursement by the District unless expressly identified in the Cost Estimate as a District responsibility.

1.5 Town Maintenance Responsibility.

- a. The Roundabout will have wood mulch and rock ground cover and boulders within the center, which will be maintained by the Town.

1.6 District Maintenance Responsibility.

- a. **Drainage Maintenance:** With respect to storm water detention and infiltration facilities constructed pursuant to this Agreement, the District shall be responsible for maintenance of such facilities in perpetuity. District's maintenance obligation under this sub-section may be assigned to another developer, association, or another special district with the Town's prior written consent, which consent will not be unreasonably withheld or unreasonably conditioned. Maintenance requirements include, but are not limited to maintaining the specified storm water detention/retention volumes, maintaining outlet structures, flow restriction devices and facilities needed to convey flow to the storm water basins. The Town shall have the right to enter properties to inspect said facilities at any time. If these facilities are not properly maintained, such failures may, in addition to any and all available legal and equitable remedies and at the Town's sole election, be addressed pursuant to Chapter 7, Article VIII of the Windsor Municipal Code.

ARTICLE II

REIMBURSEMENT AND COST RECOVERY

2.1 District Reimbursement.

The Parties acknowledge and approve the Cost Estimates. The District hereby acknowledges its obligation to directly reimburse the Town for the District's share of the cost incurred by the Town associated with construction of the Roadway Improvements. The Parties further acknowledge and agree that the District's obligation to reimburse the Town shall be limited to those actual costs certified by the Town to the District. Upon completion of the Roadway Improvements, the Town shall provide to the District an itemized accounting of certified actual costs (the "Certified Costs"), which may differ somewhat from the Cost Estimates. Upon presentation of the Certified Costs to the District, the District shall pay to the Town the total amount set forth in the Cost Certification within 90 days of receipt thereof. In the event the District does not make reimbursement within such period, the Town may withhold any building permit to be issued within any portion of the Property until the Reimbursement has been paid in full.

- a. The total estimated cost for the Project is Seven Million, Four Hundred Eighty-Six Thousand, One Hundred Fifty-Two Dollars and no cents (\$7,486,152.00).

b. The District's responsibility pursuant to the Costs Estimates is estimated to be One Million, One Hundred Twenty-Five Thousand, Two Hundred Twenty-Seven Dollars and no cents (\$1,125,227.00).

c. AREA METHOD FROM RESPONSIBILITY EXHIBIT

	Area (SF)	%
Project Total	482,259	100.00%
Town of Windsor	392,609	81.41%
Raindance	89,650	18.59%

**ARTICLE III
GENERAL TERMS**

3.1 Events of Default.

The following conditions, occurrences or actions shall constitute a default by the District:

- a. The District's failure to make any reimbursement payment to the Town as provided in Section 2.1 above;
- b. If clearly evidencing the District's inability to perform under this Agreement, the District's insolvency, the appointment of a receiver for the District, or the filing of a voluntary or involuntary petition in bankruptcy respecting the District.
- c. If clearly evidencing the District's inability to perform under this Agreement, foreclosure of any lien against or encumbrance upon the Property, or any portion thereof, or assignment or conveyance of the Property in lieu of foreclosure, unless such assignment or conveyance has been approved by the Town in writing, prior to the transfer and subject to such conditions as the Town may deem appropriate.

The Town may not declare a default until written notice has been given to the District. The District shall have the right to cure any default within 30 days of written notice from the Town.

The following conditions, occurrences or actions shall constitute a default by the Town:

- a. The Town's failure to perform or observe any of its covenants, agreements, or conditions set forth in this Agreement.

4.2 Remedies Upon Default

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

4.3 Governmental Immunity.

Notwithstanding any other provision of this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as now or hereafter amended, as enjoyed by the Town or the District.

4.4 Third Party Beneficiaries.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Town and the District. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Town and the District that any such person or entity, other than the Town and the District receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

4.5 Severability.

To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

4.6 No Waiver.

The waiver of any breach of a term, provision or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

4.7 Compliance with TABOR.

It is the intent of the Town and the District to fully comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado. Therefore, the Parties agree that this Agreement is subject to an annual appropriation by the Windsor Town Board and the Board of Directors of the District, respectively, and that the failure to make such appropriation will relieve the Town and the District of any multi-year fiscal obligations which may be created by the terms of this Agreement.

4.8 Entire Understanding.

This Agreement is intended as the complete integration of all understandings between the Parties with respect to its subject matter. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless set forth herein.

4.9 Modification and Amendment.

Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.

4.10 Attorney Fees.

IF TO TOWN: Town Manager Copies to: Director of Planning
Town of Windsor Town of Windsor Town Attorney
301 Walnut Street 301 Walnut Street 301 Walnut Street
Windsor, CO 80550 Windsor, CO 80550 Windsor, CO 80550

4.15 Signature Authority.

The persons who sign and execute this Agreement represent that they are duly authorized to execute this Agreement in their individual or representative capacity.

TOWN OF WINDSOR, COLORADO

By: _____
Julie Cline, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]

RAINDANCE METROPOLITAN DISTRICT NO.
1

Name: *Martin Lind*
Title: *President*

ATTEST:
Austin Lind

Name: *Austin Lind*
Title: *Asst. Secretary*

[Seal]

EXHIBIT A
COST ESTIMATES

EXHIBIT A - COST ESTIMATES



OPINION OF PROBABLE CONSTRUCTION COST



PROJECT: CROSSROADS BLVD & COLORADO BLVD ROUNDABOUT

DATE: 02/05/2026, REV 03/16/2026 NISP Costs

CLIENT: TOWN OF WINDSOR

ITEM NO.	SECTION NUMBER	CONTRACT ITEM	UNIT	UNIT COST	CONTRACTOR QUANTITY	TOTAL COST	TOWN OF WINDSOR COST	RAINANCE METRO DISTRICT NO. 1 COST	NISP COST
2	201-00000	Clearing & Grubbing	LS	\$ 45,000.00	1	\$ 45,000	\$ 36,635	\$ 8,365	\$ -
3	202-00010	Removal of Tree	EACH	\$ 1,500.00	2	\$ 3,000	\$ 3,000	\$ -	\$ -
4	202-00027	Removal of Riprap	SY	\$ 40.00	114	\$ 4,560	\$ -	\$ 4,560	\$ -
5	202-00035	Removal of Pipe	LF	\$ 30.00	270	\$ 8,100	\$ 4,860	\$ 3,240	\$ -
6	202-00037	Removal of End Section	EACH	\$ 750.00	2	\$ 1,500	\$ 1,500	\$ -	\$ -
7	202-00090	Removal of Delineator	EACH	\$ 40.00	11	\$ 440	\$ 320	\$ 120	\$ -
8	202-00220	Removal of Asphalt Mat	SY	\$ 15.00	27,520	\$ 412,800	\$ 387,630	\$ 25,170	\$ -
9	202-00250	Removal of Pavement Marking	SF	\$ 0.75	143	\$ 107	\$ 74	\$ 33	\$ -
10	202-00810	Removal of Ground Sign	EACH	\$ 150.00	17	\$ 2,550	\$ 1,950	\$ 600	\$ -
11	202-00827	Removal of Pull Box	EACH	\$ 250.00	2	\$ 500	\$ 500	\$ -	\$ -
12	202-00840	Removal of Traffic Signal Pole	EACH	\$ 2,750.00	4	\$ 11,000	\$ 11,000	\$ -	\$ -
13	202-00855	Removal of Traffic Signal Controller Cabinet	EACH	\$ 10,000.00	1	\$ 10,000	\$ 10,000	\$ -	\$ -
14	202-01000	Removal of Fence	LF	\$ 15.00	1938	\$ 29,070	\$ 29,070	\$ -	\$ -
15	202-01035	Removal of Gate	EACH	\$ 300.00	1	\$ 300	\$ 300	\$ -	\$ -
16	202-01130	Removal of Guardrail Type 3	LF	\$ 5.00	100	\$ 500	\$ 500	\$ -	\$ -
17	203-00010	Unclassified Excavation (Complete In Place)	CY	\$ 20.00	16,157	\$ 323,140	\$ 263,070	\$ 60,070	\$ -
18	203-00050	Unsuitable Material	CY	\$ 50.00	1,000	\$ 50,000	\$ 40,705	\$ 9,295	\$ -
19	203-00060	Embankment Material (Complete in Place)	CY	\$ 25.00	14,146	\$ 353,650	\$ 287,908	\$ 65,742	\$ -
20	203-01500	Blading	HR	\$ 175.00	20	\$ 3,500	\$ 2,849	\$ 651	\$ -
21	203-01550	Dozing	HR	\$ 200.00	20	\$ 4,000	\$ 3,256	\$ 744	\$ -
22	203-01594	Combination Loader	HR	\$ 150.00	80	\$ 12,000	\$ 9,769	\$ 2,231	\$ -
23	203-01597	Potholing	HR	\$ 300.00	40	\$ 12,000	\$ 9,769	\$ 2,231	\$ -
24	203-02330	Laborer	HR	\$ 50.00	40	\$ 2,000	\$ 1,628	\$ 372	\$ -
25	206-01781	Shoring (Area 1)	LS	\$ 7,500.00	1	\$ 7,500	\$ -	\$ -	\$ 7,500
26	206-01782	Shoring (Area 2)	LS	\$ 7,500.00	1	\$ 7,500	\$ -	\$ -	\$ 7,500
27	207-00205	Topsoil	CY	\$ 25.00	6,559	\$ 163,975	\$ 133,493	\$ 30,482	\$ -
28	207-00210	Stockpile Topsoil	CY	\$ 20.00	6,019	\$ 120,380	\$ 98,002	\$ 22,378	\$ -
29	207-00606	Topsoil (Imported)	CY	\$ 60.00	540	\$ 32,400	\$ 26,377	\$ 6,023	\$ -
30	208-00002	Erosion Log Type 1 (12 Inch)	LF	\$ 5.00	1,100	\$ 5,500	\$ 4,355	\$ 1,145	\$ -
31	208-00035	Aggregate Bag	LF	\$ 10.00	40	\$ 400	\$ 390	\$ 10	\$ -
32	208-00045	Concrete Washout Structure	EACH	\$ 1,200.00	1	\$ 1,200	\$ 977	\$ 223	\$ -
33	208-00075	Pre-fabricated Vehicle Tracking Pad	EACH	\$ 7,950.00	3	\$ 23,850	\$ 19,416	\$ 4,434	\$ -
34	208-00103	Removal and Disposal of Sediment (Labor)	HR	\$ 65.00	40	\$ 2,600	\$ 2,117	\$ 483	\$ -
35	208-00105	Removal and Disposal of Sediment (Equipment)	HR	\$ 150.00	40	\$ 6,000	\$ 4,885	\$ 1,115	\$ -
36	208-00106	Sweeping (Sediment Removal)	HR	\$ 175.00	20	\$ 3,500	\$ 2,849	\$ 651	\$ -
37	208-00207	Erosion Control Management	DAY	\$ 300.00	30	\$ 9,000	\$ 7,327	\$ 1,673	\$ -
38	210-00010	Reset Mailbox Structure	EACH	\$ 500.00	1	\$ 500	\$ 500	\$ -	\$ -
39	210-04010	Adjust Manhole	EACH	\$ 1,000.00	3	\$ 3,000	\$ -	\$ 3,000	\$ -
40	210-04050	Adjust Valve Box	EACH	\$ 400.00	2	\$ 800	\$ -	\$ 800	\$ -
41	212-00006	Seeding (Native)	ACRE	\$ 2,500.00	7.91	\$ 19,775	\$ 18,525	\$ 1,250	\$ -
42	212-00032	Soil Conditioning	ACRE	\$ 5,000.00	7.91	\$ 39,550	\$ 37,050	\$ 2,500	\$ -
43	213-00002	Mulching (Weed Free Hay)	ACRE	\$ 5,000.00	7.91	\$ 39,550	\$ 37,050	\$ 2,500	\$ -
44	213-00010	Mulching (Decorative) (Shredded Cedar)	CF	\$ 15.00	330.00	\$ 4,950	\$ 4,950	\$ -	\$ -
45	213-00061	Mulch Tackifier	LB	\$ 10.00	1,582	\$ 15,820	\$ 12,879	\$ 2,941	\$ -
46	213-00067	Rock Mulch (Weed Free) (Type 1 - Size .5" - .75")	SF	\$ 6.00	3,975	\$ 23,850	\$ 23,850	\$ -	\$ -
47	213-00068	Rock Mulch (Weed Free) (Type 2 - Size 1" - 1.5")	SF	\$ 6.00	653	\$ 3,918	\$ 3,918	\$ -	\$ -
48	213-00700	Landscape Boulder (4'x2'x2')	EACH	\$ 450.00	9	\$ 4,050	\$ 4,050	\$ -	\$ -
49	213-00701	Landscape Boulder (6'x2'x2')	EACH	\$ 500.00	21	\$ 10,500	\$ 10,500	\$ -	\$ -
50	216-00101	Soil Retention Blanket (Straw/Coconut) (Biodegradable Class 1)	SY	\$ 4.00	6,467	\$ 25,868	\$ 25,868	\$ -	\$ -
51	240-00000	Wildlife Biologist	HR	\$ 200.00	8	\$ 1,600	\$ 1,600	\$ -	\$ -
52	304-06000	Aggregate Base Course (Class 6)	TON	\$ 35.00	26,346	\$ 922,110	\$ 750,693	\$ 171,417	\$ -
53	306-01000	Reconditioning	SY	\$ 2.00	45,253	\$ 90,506	\$ 73,681	\$ 16,825	\$ -
54	403-34841	Hot Mix Asphalt (Grading SX) (100) (PG 64-22)	TON	\$ 120.00	9,671	\$ 1,160,520	\$ 944,784	\$ 215,736	\$ -
55	403-34852	Hot Mix Asphalt (Grading SX) (100) (PG 64-28)	TON	\$ 130.00	4,436	\$ 576,680	\$ 469,478	\$ 107,202	\$ -
56	412-01200	Concrete Pavement (12 Inch)	SY	\$ 70.00	4,795	\$ 335,650	\$ 335,650	\$ -	\$ -
57	506-00206	Riprap (6 Inch)	CY	\$ 600.00	4	\$ 2,400	\$ 1,954	\$ 446	\$ -
58	506-00209	Riprap (9 Inch)	CY	\$ 650.00	9	\$ 5,850	\$ 5,850	\$ -	\$ -
59	601-05016	Concrete Class P	CY	\$ 800.00	112	\$ 89,600	\$ 89,600	\$ -	\$ -
60	603-01185	18 inch Reinforced Concrete Pipe (Complete In Place)	LF	\$ 185.00	321	\$ 59,385	\$ 48,346	\$ 11,039	\$ -
61	603-01245	24 Inch Reinforced Concrete Pipe (Complete In Place)	LF	\$ 300.00	79	\$ 23,700	\$ 19,294	\$ 4,406	\$ -
62	603-02245	30x19 Inch Reinforced Concrete Pipe Elliptical (Complete In Place)	LF	\$ 325.00	146	\$ 47,450	\$ 47,450	\$ -	\$ -



OPINION OF PROBABLE CONSTRUCTION COST



PROJECT: CROSSROADS BLVD & COLORADO BLVD ROUNDABOUT

DATE: 02/05/2026, REV 03/16/2026 NISP Costs

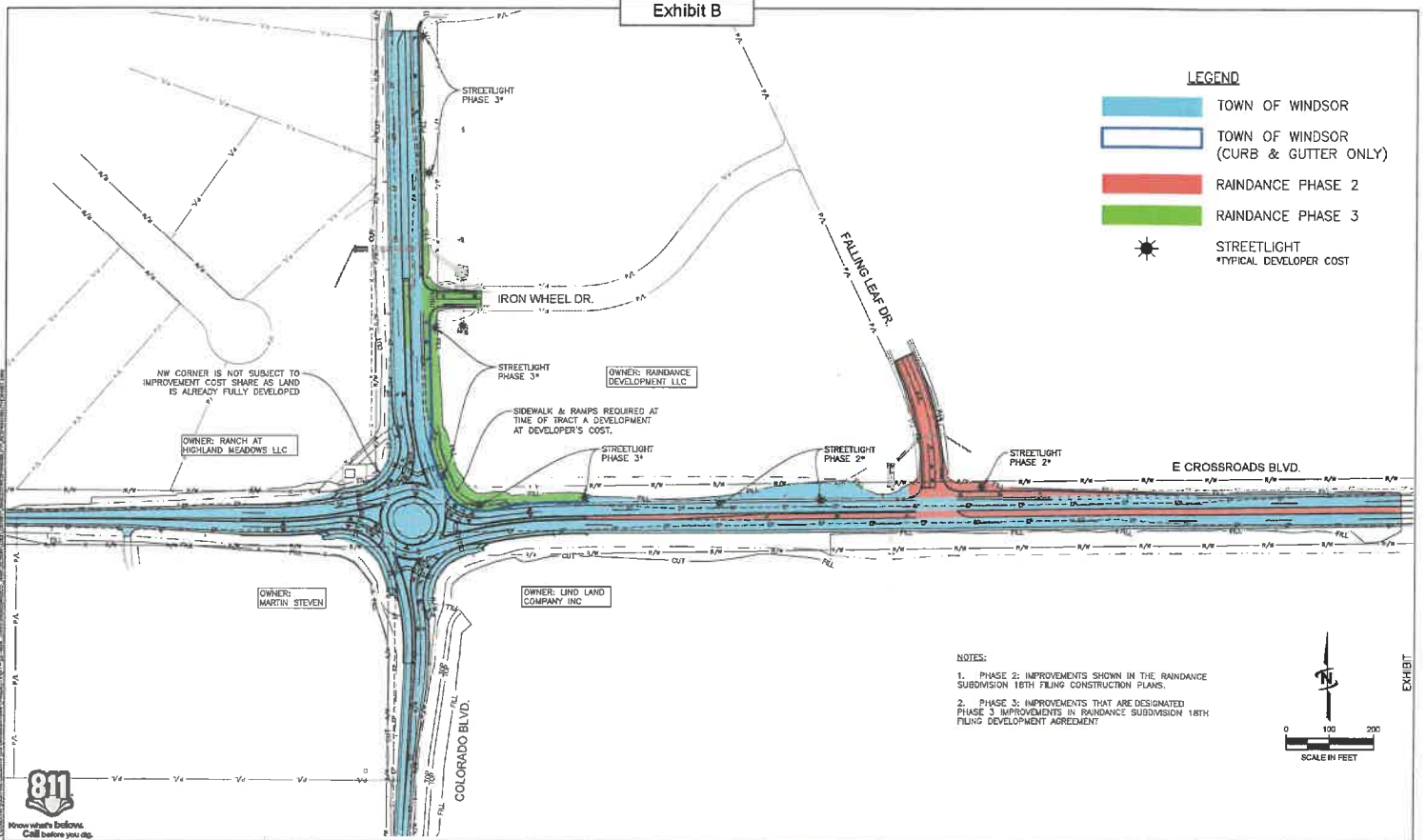
CLIENT: TOWN OF WINDSOR

ITEM NO.	SECTION NUMBER	CONTRACT ITEM	UNIT	UNIT COST	CONTRACTOR QUANTITY	TOTAL COST	TOWN OF WINDSOR COST	RAINANCE METRO DISTRICT NO. 1 COST	NISP COST
63	603-05018	18 Inch Reinforced Concrete End Section	EACH	\$ 1,700.00	8	\$ 13,600	\$ 11,072	\$ 2,528	\$ -
64	603-05024	24 Inch Reinforced Concrete End Section	EACH	\$ 1,900.00	1	\$ 1,900	\$ 1,547	\$ 353	\$ -
65	603-05124	30x19 Inch Reinforced Concrete End Section Elliptical	EACH	\$ 2,000.00	2	\$ 4,000	\$ 4,000	\$ -	\$ -
66	604-19105	Inlet Type R L 5 (5 Foot)	EACH	\$ 6,500.00	2	\$ 13,000	\$ 13,000	\$ -	\$ -
67	607-01000	Fence Barbed Wire with Metal Posts	LF	\$ 15.00	992	\$ 14,880	\$ 14,880	\$ -	\$ -
68	607-11460	Fence Wood Railing (2 Rail Post & Dowel)	LF	\$ 40.00	186	\$ 7,440	\$ 7,440	\$ -	\$ -
69	608-00006	Concrete Sidewalk	SY	\$ 75.00	1,020	\$ 76,500	\$ 55,200	\$ 21,300	\$ -
70	608-00010	Concrete Curb Ramp	SY	\$ 200.00	282	\$ 56,400	\$ 43,000	\$ 13,400	\$ -
71	609-21010	Curb and Gutter Type 2 (Section I-B)	LF	\$ 25.00	2,947	\$ 73,675	\$ 65,725	\$ 7,950	\$ -
72	609-21011	Modified Curb & Gutter Type 2 (Section I-M)	LF	\$ 35.00	353	\$ 12,355	\$ 12,355	\$ -	\$ -
73	609-21020	Curb and Gutter Type 2 (Section II-B)	LF	\$ 35.00	4,212	\$ 147,420	\$ 116,060	\$ 31,360	\$ -
74	610-00024	Median Cover Material (4 Inch Patterned Concrete)	SF	\$ 10.00	12,257	\$ 122,570	\$ 105,690	\$ 16,880	\$ -
75	612-00041	Flexible Delineator (Type 1)	EACH	\$ 100.00	8	\$ 800	\$ 800	\$ -	\$ -
76	613-10000	Wiring	LS	\$ 10,000.00	1	\$ 10,000	\$ 8,141	\$ 1,859	\$ -
77	613-13006	Luminaire (LED) (6,800 Lumens)	EACH	\$ 1,200.00	21	\$ 25,200	\$ 14,400	\$ 10,800	\$ -
78	613-34350	Light Standard Metal (35-Foot)	EACH	\$ 4,600.00	21	\$ 96,600	\$ 55,200	\$ 41,400	\$ -
79	613-40000	Concrete Foundation Pad	EACH	\$ 2,500.00	2	\$ 5,000	\$ 4,071	\$ 929	\$ -
80	613-40010	Light Standard Foundation	EACH	\$ 2,500.00	21	\$ 52,500	\$ 30,000	\$ 22,500	\$ -
81	613-50109	Meler Power Pedestal	EACH	\$ 11,800.00	1	\$ 11,800	\$ 6,844	\$ 4,956	\$ -
82	613-50210	Temporary Lighting	LS	\$ 15,000.00	1	\$ 15,000	\$ 15,000	\$ -	\$ -
83	614-00011	Sign Panel (Class I)	SF	\$ 50.00	133	\$ 6,650	\$ 6,650	\$ -	\$ -
84	614-00012	Sign Panel (Class II)	SF	\$ 55.00	106	\$ 5,830	\$ 5,830	\$ -	\$ -
85	614-00013	Sign Panel (Class III)	SF	\$ 60.00	140	\$ 8,400	\$ 8,400	\$ -	\$ -
86	614-00216	Steel Sign Post (2x2 Inch Tubing)	LF	\$ 20.00	348	\$ 6,960	\$ 6,960	\$ -	\$ -
87	614-00218	Steel Sign Post (2.25x2.25 Inch Tubing)	LF	\$ 25.00	87	\$ 2,175	\$ 2,175	\$ -	\$ -
88	614-01585	Steel Sign Post (2.5" Round Sch 80)	LF	\$ 35.00	55	\$ 1,925	\$ 1,925	\$ -	\$ -
89	614-01588	Steel Sign Slipbase (2.5" Round Sch 80)	EACH	\$ 400.00	5	\$ 2,000	\$ 2,000	\$ -	\$ -
90	614-10120	Variable Message Sign	EACH	\$ 100.00	11	\$ 1,100	\$ 896	\$ 204	\$ -
91	619-00002	Water Service	EACH	\$ 3,500.00	1	\$ 3,500	\$ 3,500	\$ -	\$ -
92	619-10240	60 Inch Welded Steel Casing Pipe	LF	\$ 850.00	180	\$ 153,000	\$ -	\$ -	\$ 270,000
93	619-80000	Cathodic Protection	EACH	\$ 5,000.00	1	\$ 5,000	\$ -	\$ -	\$ 5,000
94	620-00001	Field Office (Class 1)	EACH	\$ 15,000.00	1	\$ 15,000	\$ 12,212	\$ 2,788	\$ -
95	620-00020	Sanitary Facility	EACH	\$ 3,500.00	2	\$ 7,000	\$ 5,699	\$ 1,301	\$ -
96	621-00450	Detour Pavement	SY	\$ 50.00	1,121	\$ 56,050	\$ 45,631	\$ 10,419	\$ -
97	625-00000	Construction Surveying	LS	\$ 35,000.00	1	\$ 35,000	\$ 28,494	\$ 6,506	\$ -
98	626-00000	Mobilization	LS	\$ 150,000.00	1	\$ 200,000	\$ 162,821	\$ 37,179	\$ -
99	627-00005	Epoxy Pavement Marking	GAL	\$ 120.00	136	\$ 16,320	\$ 13,286	\$ 3,034	\$ -
100	627-00011	Pavement Marking Paint (Waterborne)	GAL	\$ 80.00	93	\$ 7,440	\$ 6,057	\$ 1,383	\$ -
101	627-30405	Preformed Thermoplastic Pavement Marking (Word-Symbol)	SF	\$ 25.00	1,137	\$ 28,425	\$ 23,141	\$ 5,284	\$ -
102	627-30410	Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line)	SF	\$ 20.00	817	\$ 16,340	\$ 13,302	\$ 3,038	\$ -
103	630-00000	Flagging	HR	\$ 50.00	2,000	\$ 100,000	\$ 100,000	\$ -	\$ -
104	630-00007	Traffic Control Inspection	DAY	\$ 200.00	20	\$ 4,000	\$ 4,000	\$ -	\$ -
105	630-00012	Traffic Control Management	DAY	\$ 950.00	60	\$ 57,000	\$ 57,000	\$ -	\$ -
106	630-80335	Barricade (Type 3 M-A)(Temporary)	EACH	\$ 200.00	16	\$ 3,200	\$ 2,605	\$ 595	\$ -
107	630-80341	Construction Traffic Sign (Panel Size A)	EACH	\$ 85.00	103	\$ 8,755	\$ 7,127	\$ 1,628	\$ -
108	630-80342	Construction Traffic Sign (Panel Size B)	EACH	\$ 125.00	10	\$ 1,250	\$ 1,018	\$ 232	\$ -
109	630-80356	Advance Warning Flashing Arrow Panel A Type	EACH	\$ 1,500.00	2	\$ 3,000	\$ 2,442	\$ 558	\$ -
110	630-80359	Portable Message Sign Panel	DAY	\$ 170.00	800	\$ 136,000	\$ 136,000	\$ -	\$ -
111	630-80360	Drum Channelizing Device	EACH	\$ 30.00	500	\$ 15,000	\$ 12,212	\$ 2,788	\$ -
112	630-80372	Concrete Barrier (Temporary) (Furnish and Install)	LF	\$ 70.00	450	\$ 31,500	\$ -	\$ -	\$ 31,500
113	630-80380	Traffic Cone	EACH	\$ 15.00	100	\$ 1,500	\$ 1,221	\$ 279	\$ -
114	630-80393	Stackable Vertical Panels	EACH	\$ 50.00	100	\$ 5,000	\$ 5,000	\$ -	\$ -
115	630-86810	Traffic Signal (Temporary)	EACH	\$ 35,000.00	3	\$ 105,000	\$ 105,000	\$ -	\$ -
116	700-70010	F/A Minor Contract Revisions	FA	\$ 300,000.00	1	\$ 300,000	\$ 244,231	\$ 55,769	\$ -
117	700-70012	F/A Asphalt Pavement Incentive	FA	\$ 5,000.00	1	\$ 5,000	\$ 5,000	\$ -	\$ -
118	700-70016	F/A Fuel Cost Adjustment	FA	\$ 7,500.00	1	\$ 7,500	\$ 7,500	\$ -	\$ -
119	700-70019	F/A Asphalt Cement Cost Adjustment	FA	\$ 5,000.00	1	\$ 5,000	\$ 5,000	\$ -	\$ -
120	700-70023	F/A On-the-Job Trainee	FA	\$ 20,800.00	1	\$ 20,800	\$ 20,800	\$ -	\$ -
121	700-70380	F/A Erosion Control	FA	\$ 10,000.00	1	\$ 10,000	\$ 8,141	\$ 1,859	\$ -
CONSTRUCTION SUBTOTAL:						\$ 7,339,364	\$ 6,031,701	\$ 1,103,164	\$ 321,500
2% Contingency:						\$ 146,787	\$ 120,634	\$ 22,063	\$ 6,430
TOTAL:						\$ 7,486,152	\$ 6,152,335	\$ 1,125,227	\$ 327,930

EXHIBIT B

DEPICTION OF ROADWAY IMPROVEMENTS

Exhibit B



811
Know what's below. Call before you dig.

Print Date: 11/5/2024
Scale: AS NOTED

JUB
4745 Boardwalk Drive Building D, Suite 200
Fort Collins, CO 80525
Phone: (970) 277-2620

JUB ENGINEERS, INC.

Sheet Revisions		
Date:	Comments:	Init.



301 Walnut Street
Windsor, CO 80550
Phone: (970) 874-2400
Fax: (970) 874-2486



As Constructed	No Revisions:
Revised:	
Valid:	

CROSSROADS/COLORADO RAB COST RESPONSIBILITY	
Designer:	KRITCHIE
Detailer:	ASBURKE
Sheet Subst:	EXHIBIT

Project No./Code	T.B.D.
Drawing Number	EX-1
Sheet Number	1 of 1

TOWN OF WINDSOR

RESOLUTION NO. 2026 - 29

A RESOLUTION AMENDING, APPROVING AND CONSOLIDATING PERMITS PURSUANT TO CHAPTER 8, ARTICLE VI OF THE WINDSOR MUNICIPAL CODE FOR THE PURPOSE OF ALLOWING THE USE OF GOLF CARS ON PUBLIC ROADWAYS, CERTAIN TRAILS AND LIMITED SIDEWALKS WITHIN THE NEIGHBORHOODS KNOWN AS WATER VALLEY NORTH, WATER VALLEY SOUTH, PELICAN HILLS, PELICAN FARMS AND RAINDANCE

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

WHEREAS, Chapter 8, Article VI of the Windsor Municipal Code (“Code”), addresses the operation of golf cars on public roadways (“Golf Car Code”); and

WHEREAS, the Golf Car Code contains various requirements for Town Board review and approval of neighborhood requests for permission to operate golf cars on public roadways; and

WHEREAS, except as approved by the Town Board, the Golf Car Code makes it clear that operation of golf cars on public streets is prohibited and, through Ordinance No. 2025-1728, made low-speed electric vehicles (“LSEVs”) able to access and use permitted golf car paths; and

WHEREAS, permission for the operation of golf cars on public roadways has already been provided for areas within the Poudre Tech Metropolitan District, Water Valley Master Association, Water Valley North, Water Valley South, Pelican Hills (Hilltop Estates), South Hill (Frye Farm and Pelican Farms) and RainDance communities (“Communities”) pursuant to Resolution No. 2018-08 and Resolution 2020-35 (“Prior Resolutions”); and

WHEREAS, Poudre Tech Metropolitan District, Water Valley Metropolitan District Nos. 1 & 2, RainDance Metropolitan District Nos. 1-3 and National Resort Metropolitan District (“Districts”), are owners of parks, trails and open space within the Communities and have submitted a written request to the Town Board, seeking permission for the operation of golf cars and LSEVs on additional public roadways, certain trails and limited sidewalks within a defined area in order to address certain connectivity concerns of residents, as shown in the amended “Golf Car Path Map”, attached hereto as Exhibit A, and incorporated herein by reference; and

WHEREAS, the Town and Districts believe that it is in the best interests of the Town and Districts to adopt this Resolution to supersede and replace the Prior Resolutions; and

WHEREAS, the Town’s Police Department has undertaken the necessary administrative reviews, and has made its recommendations to the Town Board in this regard; and

WHEREAS, the Town Board has undertaken the necessary legislative review and has concluded that, subject to the limitations, conditions and restrictions set forth herein, the requested permit should be issued pursuant to the Golf Car Code; and

WHEREAS, this Resolution is intended to promote public health, safety and welfare.

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

Section 1. The foregoing recitals are incorporated herein as if fully set forth.

Section 2. Pursuant to Chapter 8, Article VI of the Code, the operation of golf cars and LSEVs shall be lawful upon public roadways, certain trails and limited sidewalks within the geographical area depicted upon the attached Exhibit A (“Permit Area”).

Section 3. The following conditions apply to the operation of golf cars and LSEVs within the Permit Area:

- a. Anyone who operates a golf car shall comply with Chapter 8, Article VI of the Code and anyone who operates an LSEV shall comply with Chapter 8, Article VIII of the Code.
- b. Operators of golf cars and LSEVs shall be at least sixteen (16) years of age and possess a valid driver’s license.
- c. No golf car or LSEV shall be operated upon any sidewalk, pedestrian trail or recreational facility within the Town, unless such facility is posted as a designated golf car path. Golf cars and LSEVs are prohibited on the Poudre Trail and Town regional trails. LSEV operations on golf car paths must comply with the provisions of the Golf Car Code and with this permit.
- d. Golf cars and LSEVs shall not be operated upon any roadway with a posted speed limit greater than thirty-five (35) MPH, nor on any portion of the public roadways depicted on the Golf Car Path Map as “no golf cars allowed”, including but not limited to Colorado State Highway 392, Colorado State Highway 257, 7th Street, Colorado Boulevard or Crossroads Boulevard. No golf cars shall be operated on any portion of New Liberty Road. Golf cars shall only cross such roadways where golf car crossings are posted as set forth in Section 4 below. Specifically, the 7th Street Bridge is designated as the approved crossing for 7th Street.
- e. Operators must obey all traffic and parking regulations applicable to motor vehicles.
- f. No golf car shall be operated between sunset and sunrise, or at any other time when persons and vehicles are not clearly discernible at one thousand feet (1,000’) due to insufficient light or atmospheric conditions, unless the golf car is equipped and illuminated with headlamps, taillamps, stop lamps and turn signals as required under Title 42, Article 4, Part 2, Colorado Revised Statutes.

- g. Golf cars and LSEVs shall be operated as close to the right side of the roadway as practicable, exercising due care when approaching, overtaking or passing a standing vehicle, a vehicle proceeding in the same direction or any pedestrian or bicyclist.


Section 4. In addition to the foregoing operation-specific conditions, the permissions granted under this Resolution are expressly conditioned upon the posting of signage within the Permit Area, the cost of which shall be borne solely by the Districts. All signage shall comply with the following requirements:

- a. At each roadway intersection through which vehicular traffic may exit the Permit Area, a sign having a reflective surface area of at least twenty-four by twenty-four inches (24" X 24") shall face the exiting traffic lane, shall contain the universal symbol prohibiting golf cars and shall either contain the phrase, "NO GOLF CARS BEYOND THIS POINT", either on the same sign or elsewhere on the same post.
 - i. Within fifty feet (50') of each roadway intersection, a reflective sign of at least twenty-four by twenty-four inches (24" X 24") shall face approaching traffic, and shall contain a depiction of a golf car together with the phrase, "GOLF CARS ON ROADWAY", or shall separately contain such phrase elsewhere upon the same signpost.
- b. At every crossing of any state highway or roadway posted above thirty-five (35) MPH, a reflective sign of at least twenty-four by twenty-four inches (24" X 24") shall face approaching traffic and shall contain a depiction of a golf car together with the phrase, "GOLF CARS CROSSING", either on the same sign or elsewhere on the same post.
- c. In addition to the above requirements, the Districts shall deliver a complete copy of this Resolution to residents within the Districts by United States Mail, first-class postage prepaid, or by e-mail.

Section 5. The golf car privileges granted herein are revocable if, in the sole discretion of the Town Board, the safety of the public cannot be assured.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 18 day of May, 2026.

TOWN OF WINDSOR, COLORADO


Julie Cline, Mayor



ATTEST:


Karen Frawley, Town Clerk



EXHIBIT A
Golf Car Path Map



-  GOLF CART & LOW SPEED ELECTRIC VEHICLE TRAIL
-  NO GOLF CARTS ALLOWED
-  GOLF CART CROSSING
-  ALL ROADWAYS GOLF CART ACCESSIBLE UNLESS OTHERWISE NOTED

THE COMBINED TRAIL MAP
for the Communities of
RAINDANCE & WATER VALLEY



**JOINT RESOLUTION
OF THE BOARDS OF DIRECTORS OF
POUDRE TECH METROPOLITAN DISTRICT AND
RAINDANCE METROPOLITAN DISTRICT NO. 1**

**CONCERNING ENFORCEMENT OF RULES AND REGULATIONS
(RELATED TO E-BIKES, GOLFCARTS and LSEVs)**

WHEREAS, the Boards of Directors (each, a “Board” and collectively, the “Boards”) of the Poudre Tech Metropolitan District and Raindance Metropolitan District No. 1 (each, a “District” and collectively, the “Districts”), quasi-municipal corporations and political subdivisions of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Boards of the Districts are authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of the State of Colorado for carrying on the business, objects, and affairs of the Boards and the Districts; and

WHEREAS, pursuant to § 32-1-1001(n), C.R.S., the Boards are authorized to have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted to the Districts by Article 1, Title 32, C.R.S.; and

WHEREAS, pursuant to § 32-1-1001(1)(j), C.R.S., the Districts are authorized to fix and impose fees, rates, tolls, charges and penalties for services or facilities provided by the Districts; and

WHEREAS, the Districts own, operate, and maintain various parks, trails, orchards, and open space throughout the communities commonly known as Water Valley and Raindance, which communities are interconnected through such trails and open space for the benefit of the residents of Water Valley and Raindance, and the public at large; and

WHEREAS, the Districts have each previously determined that it is in the best interest of the Districts and their residents and property owners of the Districts to adopt identical rules and regulations in order to preserve and protect public property and facilities owned and/or operated by the Districts, and prohibit activities that interfere with the use and enjoyment of such property and facilities (respectively, the “Amenities Use Policies”); and

WHEREAS, the Districts amended their Amenities Use Policies in January 2026 to specifically address the operation of electric bicycles ("e-bikes"), golf carts, and low-speed electric vehicles ("LSEVs") within District property, establishing clear standards of conduct and expressly identifying “Violations and Disciplinary Measures” as defined in the Amenities Use Policies, including the authority to assess fines against individuals who fail to comply with such rules (the “Electric Vehicle Rules”); and

WHEREAS, notwithstanding the adoption of the Electric Vehicle Rules and the Districts' good-faith efforts to communicate expectations to residents and users of District property, the

Districts have experienced ongoing and significant difficulties in achieving effective enforcement of such the Electric Vehicle Rules; and

WHEREAS, the Districts have contracted with a third-party security patrol service to assist with monitoring and enforcement activities, and such security personnel have documented a high volume of violations involving e-bikes, golf carts, and LSEVs; however, the third-party patrol service lacks sufficient legal authority to effectively issue fines or otherwise compel compliance, limiting the practical deterrent effect of the Districts' existing enforcement framework; and

WHEREAS, the Districts have identified serious and ongoing safety concerns arising from the widespread misuse of e-bikes and other vehicles on District property, including: (i) safety and security risks to residents and the broader community associated with unauthorized and unsupervised vehicle operation; and (ii) significant dangers posed to minor children and other community members by operators of e-bikes traveling at excessive speeds without helmets, lights, or other required safety equipment; and

WHEREAS, in light of these persistent enforcement challenges and safety concerns, the Boards of Directors of the Districts (collectively, the "Boards") have determined that it is necessary and appropriate to make available enhanced enforcement methods to ensure that the Districts' rules and regulations can be meaningfully enforced and that the health, safety, and welfare of residents, property owners, and visitors can be adequately protected; and

WHEREAS, pursuant to § 18-9-117(1), C.R.S., in addition to any authority granted by any other law, the Districts may adopt such orders, rules, or regulations as are reasonably necessary for the administration, protection, and maintenance of public property under their control, management or supervision, regarding, *inter alia*, the following matters: (i) the preservation of property, grounds and structures; (ii) restriction or limitation of the use of such public property as to time, manner, or permitted activities; (iii) prohibition of activities or conduct on public property which may be reasonably expected to substantially interfere with the use and enjoyment of such places by others or which may constitute a general nuisance; (iv) necessary sanitation, health, and safety measures; (v) camping, picnicking, assemblages, and other individual or group usages including the time, place, and manner in which such activities may be permitted; (vi) use of all vehicles as to place, time, and manner of use; and (vii) control and limitation on fires; and

WHEREAS, pursuant to § 18-9-117(2), C.R.S., such limitations or prohibitions must be prominently posted at all public entrances to such property or such notice must be given by an officer or agency, including any agent thereof, or by any law enforcement officer having jurisdiction or authority to enforce the limitations, restrictions, or prohibitions; and

WHEREAS, pursuant to C.R.S. § 42-1-111(1)(bb) and the Town of Windsor Resolution 2026-09, the operation of private golf carts on certain designated public streets within the boundaries of the Town of Windsor is authorized subject to compliance with applicable state laws and local ordinances; and

WHEREAS, the Boards have determined that it is in the best interest of the Districts and the residents and property owners of the Districts to adopt additional rules and regulations regarding the enforcement of the Electric Vehicle Rules upon District property and within the

communities served by the Districts in order to provide for the preservation of the health, safety, and welfare of residents, property owners, and the public.

NOW, THEREFORE, be it resolved by the Boards of Directors of Poudre Tech Metropolitan District and Raindance Metropolitan District No. 1 as follows:

1. Adoption of Enforcement Policy. The enforcement policy attached hereto as **Exhibit A** and incorporated herein by this reference (the “**Enforcement Policy**”) are hereby adopted pursuant to § 32-1-1001(1)(m) and § 18-9-117, C.R.S.

2. Amendment. The Districts expressly reserve the right to amend, revise, redact, and/or repeal the Rules and Regulations adopted hereby in whole or in part, from time to time in order to further the purpose of carrying on the business, objects, and affairs of the Districts. The foregoing shall specifically include, but not be limited to, the right to adopt new rules and regulations and/or policies and procedures as may be necessary, in the Boards’ discretion.

3. Effective Date. The provisions of this resolution shall take effect as of the date of this resolution.

4. Severability. If any term or provision of this resolution or if any rule or regulation is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the remainder of the resolution or rules and regulations, as a whole, but shall be severed, leaving the remaining terms or provisions in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

5. Penalties. Violators of any of the Rules and Regulations shall be subject to the disciplinary measures and civil penalties set forth in the Rules and Regulations, as well as any and all other remedies available to the Districts, as follows:

a. Criminal Remedies. Pursuant to § 18-9-117(3)(a) and (b), C.R.S., any violation of the Rules and Regulations is unlawful and violators shall be subject to criminal penalties enforceable by authorized law enforcement officers, including the Windsor Police Department.

b. Civil Penalties. A violation of any of the Rules and Regulations is subject to any and all civil remedies available to the Districts under Title 32, C.R.S. or other applicable laws, including the progressive disciplinary measures and fines set forth in **Exhibit A**, and actual costs and attorneys’ fees incurred by the Districts. The Districts may collect such penalties, charges, costs and fees by any means authorized by law.

[Signature page follows.]

ADOPTED AND RESOLVED THIS 26TH DAY OF JUNE, 2026.

DISTRICT:

Poudre Tech Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the District

Attest:

By: _____

DISTRICTS:

Raindance Metropolitan District No. 1, quasi-municipal corporations and political subdivisions of the State of Colorado

By: _____
Officer of the Districts

Attest:

By: _____
Secretary of the Districts

Attest:

By: _____

Signature page to Resolution Adopting Rules and Regulations.

EXHIBIT A

Enforcement Policy

Policy and Scope:

The Board of Directors of the Poudre Tech Metropolitan District and Raindance Metropolitan District No. 1 (each a “Board”), each individually and with respect to each individual district (each, the “District”), find and determine that the operation of E-Bikes, private golf carts, and low-speed electric vehicles (“LSEVs”) on District property and within the communities served by the District must be regulated in order to protect the health, welfare and safety of residents and guests of the District, to preserve District property, and to ensure the peaceful use and enjoyment of recreation amenities, trails, and common areas. The provisions of these Rules and Regulations shall be applicable throughout the District.

Electric Bicycles (E-Bikes)

Definitions

Electric Bicycle (E-Bike) means a bicycle equipped with fully operable pedals and an electric motor not exceeding 750 watts or 1 horsepower, classified as follows:

1. *Class 1*: provides assistance only when the rider is pedaling and ceases to assist at 20 mph.
2. *Class 2*: provides assistance regardless of whether the rider is pedaling but ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.
3. *Class 3*: provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches a speed of 28 miles per hour.
4. *Class 4 / High-Powered Electric Bike*: exceeds the 750-watt or 1-horsepower motor limit and/or has no speed limit. Bikes within this class are not legally recognized as E-Bikes within the Colorado legal system and are governed by the same laws that apply to motorcycles.

Permitted Use

1. **Class 1 and Class 2 E-Bikes**: Permitted on all roadways, bike lanes, and multi-use paths where traditional bicycles are allowed, unless otherwise posted.
2. **Class 3 E-Bikes**: Permitted only on roadways and bike lanes adjacent to roadways. Operation on multi-use paths or pedestrian trails is strictly prohibited.
3. **Class 4 / High-Powered Electric Bikes**: Must be operated in compliance with all traffic laws applicable to motorcycles. Prohibited on all bike paths, multi-use paths, and pedestrian trails.

Age and Safety Requirements

1. **Speed Limit**: E-Bike operators shall not exceed the 15 MPH speed limit on the Community Concrete Trails.
2. **Class 3 E-Bikes**: Operators must be at least sixteen (16) years old. All riders under the age of eighteen (18) must wear a helmet.

Prohibited Activities

1. Operating any motorized vehicle, including E-Bikes, on sidewalks, pedestrian trails, or within recreational facilities is strictly prohibited.
2. Tampering with or modifying an E-Bike to alter its speed capability beyond its designated class is prohibited.

Enforcement

Violations of this Section may result in removal from the premises, suspension of recreational privileges, fines, or other enforcement actions as deemed appropriate by the District and/or the Windsor Police Department.

Private Golf Carts

Use Generally

Pursuant to C.R.S. § 42-1-111(1)(bb), all golf cart drivers **must be at least sixteen (16) years of age** and possess a valid driver's license. Golf carts may only be operated within designated areas within the Water Valley and Raindance communities as depicted in **Attachment F**, attached hereto. Golf carts shall not be driven or parked outside the designated areas, including open space, parks, beaches, and turf fields. Golf carts shall not be operated with more passengers than there are seats on the golf cart, and all passengers must remain seated while the golf cart is moving.

Registration Required

All golf carts used or intended for use within the Water Valley and Raindance communities are required to be registered with the District. Golf Cart Registration Forms may be obtained from the District Manager. Any person found operating an unregistered golf cart may be subject to fines, at the discretion of the Board.

Golf Carts on Public Streets

Use of private golf carts on designated public streets within the Water Valley and Raindance communities is permitted under the jurisdiction of the Town of Windsor pursuant to Town of Windsor Resolution 2018-18. All golf cart users must comply with all applicable ordinances of the Town of Windsor and the laws of the State of Colorado regarding motor vehicles.

Lights

Golf carts must be equipped and illuminated with head, tail, and stop lamps and turn signals when used at night or during periods of low visibility.

Enforcement

Violations of this Section may result in removal from the premises, suspension of golf cart privileges, fines, revocation of registration, or other enforcement actions as deemed appropriate by the District and/or the Windsor Police Department.

Low-Speed Electric Vehicles (LSEVs)

Definition

Low-Speed Electric Vehicle (LSEV) means a self-propelled, electrically powered motor vehicle as defined in C.R.S. § 42-1-102(48.5) that: (i) is emission free; (ii) has four wheels; (iii) is capable of attaining a speed of no more than twenty-five (25) miles per hour on a paved level surface; and (iv) complies with the federal motor vehicle safety standards set forth in 49 C.F.R. § 571.500. An LSEV does not include a golf cart or an E-Bike.

Operation on District Property

LSEVs may only be operated within designated areas within the Water Valley and Raindance communities as depicted in **Attachment F**, attached hereto, and upon public streets where authorized by the Town of Windsor and the laws of the State of Colorado. LSEVs shall not be driven or parked outside the designated areas, including on open space, parks, beaches, turf fields, sidewalks, pedestrian trails, multi-use paths, or within recreational facilities.

Licensing, Registration, and Insurance

Operators of LSEVs must be at least sixteen (16) years of age and must possess a valid driver's license. LSEVs must be titled, registered, and insured in accordance with Colorado law. LSEVs used or intended for use within the Water Valley and Raindance communities are also required to be registered with the District; LSEV Registration Forms may be obtained from the District Manager. Any person found operating an unregistered LSEV may be subject to fines, at the discretion of the Board.

Equipment and Lighting

LSEVs must be equipped with all safety equipment required by applicable federal and Colorado law, including head, tail, and stop lamps, turn signals, seat belts, mirrors, and a windshield. LSEVs must be illuminated with head, tail, and stop lamps and must use turn signals when operated at night or during periods of low visibility. All occupants must remain seated and properly restrained while the LSEV is in motion, and the vehicle shall not be operated with more passengers than there are seats and seat belts.

Prohibited Activities

1. Operating an LSEV on sidewalks, pedestrian trails, multi-use paths, or within recreational facilities is strictly prohibited.
2. Operating an LSEV on any roadway with a posted speed limit exceeding thirty-five (35) miles per hour is prohibited, except to directly cross such roadway at an intersection.
3. Tampering with or modifying an LSEV to exceed the maximum speed established by C.R.S. § 42-1-102(48.5) or other applicable law is prohibited.

Enforcement

Violations of this Section may result in removal from the premises, suspension of operating privileges, fines, revocation of registration, or other enforcement actions as deemed appropriate by the District and/or the Windsor Police Department.

Violations and Disciplinary Measures

If any person is found to violate the District's rules and regulations, including these Rules and Regulations, disciplinary measures may be administered by the District Manager as follows without the necessity of any action of the District's Board of Directors:

First offense: Advisory Letter

Second offense within 90 days of the Advisory Letter: \$100

Third offense within 90 days of the Advisory Letter: \$200

Violations of the 15 MPH speed limit on the Community Concrete Trails will incur a \$95 fine per incident.

Users may also be restricted from use of the Recreation Amenities at the discretion of the District Manager or their designee for repeated violations of these Rules and Regulations.

The District Manager may also suspend individuals for violating the District's rules and regulations. Any violation by the District Manager may result in a suspension of up to thirty (30) days for the District Manager, the approval of which shall be done by the District's Board of Directors and the District's attorney.

The District's Board of Directors shall be notified of all disciplinary measures imposed by the District Manager and shall, in its discretion, have the ability to impose other disciplinary measures it deems appropriate at any point in time, which may include revocation of Recreation Amenities privileges for a user and/or the user's family members. Any violations and disciplinary measures taken shall be recorded in writing and kept on file by the District Manager. All violations may be reported to local law enforcement authorities as deemed necessary by the District Manager or the District's Board of Directors.

Raindance 2020 Enterprise Bonds and Poudre Tech 2023 Water Loan Refinance

At the March 25, 2026 joint special meetings, both Raindance Metropolitan District No. 1 (“Raindance”) and Poudre Tech Metropolitan District (“PTMD”) directed counsel to investigate options for formalizing their coordination relationship through a Non-Potable Water Activities Authority. The two districts already collaborate extensively on the day-to-day operations and maintenance of the non-potable system. The physical infrastructure is interconnected, the water resources are managed jointly, and the systems effectively function as one. An authority would give that existing relationship a formal governmental structure, replacing or supplementing the current IGA with a more durable, purpose-built entity.

Objective:

Determine the best long term structure to enable Raindance and Poudre Tech to achieve a cost-effective joint refinancing of the Raindance 2020 Water Enterprise Bonds (“Raindance Bonds”) and Poudre Tech 2023 Water Loan (“PTMD Loan”).

Current Structure:

Raindance and Poudre Tech (“Districts”) operate their respective non-potable water systems and manage their respective water resources under a simple IGA entered in 2021 (“IGA”). The IGA’s primary operative term is:

“The Districts shall manage their Water Systems and Water Resources Jointly as if they were one system.”

The IGA includes the following key protective/limiting language:

1. No conveyance of title, easements, or real/personal property interests in the individual Water Systems or Water Resources.
2. No authorization to issue debt.

Practically speaking, the Districts each own their own improvements, water rights, etc., and share in operational and some capital costs (Raindance Reservoir). Each district sets its own rates for non-potable water service.

Alternative Structure – Intergovernmental Authority:

Establishment of an intergovernmental authority (an “Authority”). An Authority is a separate governmental entity that two or more political subdivisions create together in order to jointly carry out functions that each of them already has the power to perform on their own. Once formed, an Authority is its own legal entity: it can enter into contracts, own property, adopt rules, and collect fees. It is not part of any of its member districts; it stands alongside them as a separate governmental body.

Key characteristics of an Authority:

- It is its own entity. The Authority's actions and obligations are its own, separate from those of its member districts.
- It has its own board. The Authority is governed by a Board of Directors, appointed by the member districts under the terms of the Establishment Agreement.
- Its powers are delegated. The Authority can only exercise powers that each of its member districts independently holds, and only to the extent authorized in the Establishment Agreement.
- It typically cannot levy taxes. An authority created for operational purposes is generally funded through contributions from its member districts or fees collected for services, not through an independent mill levy.

The statutory basis for formation of an intergovernmental authority is Section 29-1-204.2, C.R.S. Metropolitan districts are also independently authorized under Title 32, C.R.S. to enter into intergovernmental agreements, provide services within and outside their boundaries, and establish fees and rates.

An authority is formed by executing a written contract called an "Establishment Agreement" among the participating governmental entities. The Establishment Agreement is the authority's foundational governing document: it creates the entity, names it, establishes the board structure, defines the scope of delegated powers, and sets out the financial and operational framework.

After formation, the authority operates as any other political subdivision of the State. It must adopt annual budgets, comply with open meetings and public records requirements, and file annual reports.

Establishment Agreements have become fairly standardized documents, including provisions providing for:

Creation and Purpose: formally creates the authority as a separate legal entity, gives it a name, defines its geographic boundaries, and states its purpose.

Membership and Board Structure: defines the number of members, how new members can be added, and how the Board of Directors is structured. This includes how many directors each member district gets to appoint, eligibility requirements (e.g., whether directors must also serve on a member district's board), how vacancies are filled, quorum and voting rules, and how officers are selected. Based on discussions with bond counsel, including board members from the community. From a tax perspective, this leans towards favoring the Authority structure.

Powers: sets out what the authority is actually authorized to do, typically including operating and maintaining public improvements, entering contracts, collecting fees, and acquiring property. Also addresses any limits on what the authority can do without member district approval (like taking on debt or transferring property).

Public Improvements: Provisions setting out the ownership and long term operation and maintenance of public improvements. Based on discussions with bond counsel, it is not necessary for the financed assets and system assets to be transferred to the Authority to issue the refinancing bonds or future bonds. The financed assets owned by a governmental entity, which they are. If assets are transferred to the Authority, the Establishment Agreement should provide that the assets go back to Raindance MD 1 and PTMD upon dissolution of the Authority (should that occur).

Budget and Funding: Addresses how the authority is funded (member contributions and/or service fees), budget and recordkeeping requirements, and any limits on the authority's ability to issue bonds or incur debt. If the Authority is an issuer, the Authority may also be the one to set and collect the rates/fees that will pay the bonds. That would eliminate the need for any pledge agreement with the member districts. But, the Authority could issue the bonds if the member districts will continue to collect the rates/fees with a pledge of revenues.

Termination: How the authority can be wound down, whether by notice from a member or occurrence of a specified event, and what happens to assets and obligations when it is.

If formed, the authority could combine the Districts' assets, water rights, and infrastructure under a single operational umbrella, allowing for more synchronized planning and management across the full system. This consolidation would also create a stronger lending profile for refinancing existing district debt, given the significant combined value of the infrastructure and water rights that would back any borrowing.

From a community perspective, an authority could also make it easier for residents to understand how the non-potable water system works and why rates change over time. Currently, Poudre Tech and Raindance set rates independently, and residents tend to think about water service in terms of their own neighborhood rather than as part of a shared regional system. A single authority operating the combined system would present a unified picture of costs, investments, and rate decisions that better reflects the reality of how the system actually functions, and gives residents a single point of reference for understanding future rate changes.