



TOWN BOARD REGULAR MEETING

February 11, 2013 - 7:00 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.

AGENDA

A. CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance
3. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
4. Board Liaison Reports
 - Town Board Member Baker – Parks, Recreation, and Culture Advisory Board; Cache La Poudre Trail Board Alternate
 - Town Board Member Thompson – Planning Commission; Tree Board; Great Western Trail Authority
 - Mayor Pro-Tem Melendez – Downtown Development Authority; Chamber of Commerce; North Front Range/MPO Alternate
 - Town Board Member Rose – Water & Sewer Board; Windsor Housing Authority, Planning Commission Alternate
 - Town Board Member Bishop-Cotner – Historic Preservation Commission; Clearview Library Board
 - Town Board Member Adams – Cache La Poudre Trail Board; Student Advisory Leadership Team (SALT)
 - Mayor Vazquez – North Front Range/MPO
5. Public Invited to be Heard

Individuals wishing to participate in Public Invited to be Heard (non-agenda item) are requested to sign up on the form provided in the foyer of the Town Board Chambers. When you are recognized, step to the podium, state your name and address then speak to the Town Board.

*Individuals wishing to speak during the Public Invited to be Heard or during Public Hearing proceedings are encouraged to be prepared and individuals will be limited to three **(3) minutes**. Written comments are welcome and should be given to the Town Clerk prior to the start of the meeting.*

B. CONSENT CALENDAR

1. Minutes of the January 28, 2013 Regular Town Board Meeting – P. Garcia
2. Report of Bills – D. Moyer
3. Resolution No. 2013-09 – A Resolution Approving and Accepting a Deed of Dedication for Right-of-Way known as “Tract A” within the Great Western Industrial Park Subdivision Seventh Filing within the Town of Windsor, Colorado – I. McCargar
4. Resolution No. 2013-10 – A Resolution Approving and Accepting a Deed of Dedication for Access, Egress and Utilities Easement within a portion of Lot 2, Westwood Village Subdivision, Third Filing, in the Town of Windsor, Colorado – I. McCargar

5. Resolution No. 2013-11 – A Resolution Approving and Accepting a License Agreement for an Emergency Access Route Serving the Great Western Industrial Park within the Town of Windsor, Colorado – I. McCargar
6. Resolution No. 2013-12 – A Resolution Approving a Site Plan Development Agreement for a Portion of Lot 1 and Lot 2, Block 3, of the Great Western Industrial Park Subdivision, Fourth Filing, within the Town of Windsor, Colorado – I. McCargar

C. BOARD ACTION

1. Ordinance No. 2013-1445 - An Emergency Ordinance Imposing a Temporary Moratorium on the Operation of any Private Marijuana Club Within the Reach of Article XVIII, Section 16 of the Colorado Constitution; Directing the Prompt Exploration of the Town's Regulatory Authority over such Activities; Declaring the Intention of the Town Board To Consider the Adoption of Appropriate Town Regulations With Respect to Such Activities, Including the Prohibition thereof; and Declaring an Emergency Pursuant to Section 4.11 of The Windsor Home Rule Charter
 - Legislative action
 - Staff presentation: Ian McCargar, Town Attorney
2. Ordinance No. 2013-1446 - An Ordinance Amending The Windsor Municipal Code To Establish New Policy And To Clarify Existing Policy With Respect To The Use Of Mobility Devices Within The Town Of Windsor, Colorado
 - Legislative Action
 - Staff presentation: Melissa M. Chew, CPRP, Director of Parks, Recreation & Culture

D. COMMUNICATIONS

1. Communications from the Town Attorney
2. Communications from Town Staff
3. Communications from the Town Manager
4. Communications from Town Board Members

E. EXECUTIVE SESSION

An executive session pursuant to § 24-6-402 (4) (b), C.R.S., to confer with the Town Attorney for the purposes of receiving legal advice on specific legal questions; enforcement of land use code, 675 Southwood Drive (Ian McCargar; Kelly Arnold), and an executive session pursuant to § 24-6-402 (4) (e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators; Greenspire Metropolitan District request for extension of payment obligations (Ian McCargar; Kelly Arnold)

F. ADJOURN



TOWN BOARD REGULAR MEETING

January 28, 2013 - 7:00 P.M.

Town Board Chambers, 301 Walnut Street, Windsor, CO 80550

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MINUTES

A. CALL TO ORDER

Mayor Vazquez called the regular meeting to order at 7:00 p.m.

1. Roll Call

Absent: Mayor Pro-Tem Kristie Melendez
Don Thompson
Jeremy Rose
Robert Bishop-Cotner
Ivan Adams
Mayor John Vazquez
Myles Baker

Also present: Town Manager Kelly Arnold Town
Town Attorney Ian McCargar
Town Clerk Patti Garcia
Chief of Police John Michaels
Director of Finance Dean Moyer
Director of Planning Joe Plummer
Associate Planner Brett Walker
Director of Human Resources Mary Robins
Director of Engineering Dennis Wagner
Economic Development Manager Stacy Johnson

2. Pledge of Allegiance

Town Board Member Rose led the Pledge of Allegiance.

3. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board

Town Board Member Bishop-Cotner motioned to table Ordinance No. 2013-1445, An Emergency Ordinance Imposing a Temporary Moratorium on the Operation of any Private Marijuana Club Within the Reach of Article XVIII, Section 16 of the Colorado Constitution; Directing the Prompt Exploration of the Town's Regulatory Authority over such Activities; Declaring the Intention of the Town Board To Consider the Adoption of Appropriate Town Regulations With Respect to Such Activities, Including the Prohibition thereof; and Declaring an Emergency Pursuant to Section 4.11 of The Windsor Home Rule Charter, until a full board was present; Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows:

Yeas -Melendez, Bishop-Cotner, Adams
Nayes - Thompson, Rose - Motion carried.

Town Board Member Thompson motioned to approve the Agenda as amended; Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows:

Yeas - Thompson, Rose, Melendez, Bishop-Cotner, Adams
Nayes - None - Motion carried.

4. Board Liaison Reports

- Town Board Member Baker – Parks, Recreation, and Culture Advisory Board; Cache La Poudre Trail Board Alternate
No report.
- Town Board Member Thompson – Planning Commission; Tree Board; Great Western Trail Authority
Town Board Member Thompson reported the Tree Board met last week and elected officers for 2013 and pursued discussions regarding the 2013 Arbor Day. The poster contest winners will be chosen at the next meeting. The Planning Commission also held elections for officers with no change from the current positions. The new Army Reserve Center site plan was presented at the Planning Commission meeting and is also on the current Town Board agenda. There was no report on the Great Western Trail Authority.
- Mayor Pro-Tem Melendez – Downtown Development Authority; Chamber of Commerce; North Front Range/MPO Alternate
Mayor Pro-Tem Melendez stated there were no updates from the Chamber of Commerce of the North Front Range MPO. Ms. Melendez reported the DDA had an open house on January 23; the meeting was sparsely attended but there was good conversation with the attendees along with some ideas on what the DDA should be working on in the future. At the DDA regular meeting the board members got caught up on the various committees and looked at duties and goals for 2013.
- Town Board Member Rose – Water & Sewer Board; Windsor Housing Authority, Planning Commission Alternate
No report.
- Town Board Member Bishop-Cotner – Historic Preservation Commission; Clearview Library Board
No report.
- Town Board Member Adams – Cache La Poudre Trail Board; Student Advisory Leadership Team (SALT)
Town Board Member Adams reported the Cache La Poudre Trail Board would be meeting on Thursday. Prior to the regular meeting, members of SALT met with the Town Board at the Community Recreation Center. Mr. Adams stated that they would be at the next month's town board meeting to give a report.
- Mayor Vazquez – North Front Range/MPO
No report.

5. Public Invited to be Heard

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Regan Price, 546 Buffalo Drive and Brenda Gimeson, 565 Southwood Lane, Windsor addressed the Town Board regarding the January 7, 2013 meeting at which aspects of the Community Recreation Center expansion were discussed. At that time, the Town Board requested community support in some fashion and they are prepared to move forward with a citizen initiative in favor of the expansion. They requested staff time be allotted in order to guide them through the process.

B. CONSENT CALENDAR

1. Minutes of the January 14, 2013 Regular Town Board Meeting – P. Garcia
2. Liquor License Special Event – Our Lady of the Valley Church – P. Garcia
3. Cancellation of March 11, 2013 Regular Town Board Meeting – P. Garcia
4. Resolution No. 2013-05 Approving the De-accession of Items to the Town of Windsor Museum Collection – C. Knight
5. Resolution No. 2013-06 - Approving the use of electronic message boards along state highways to meet CDOT regulations – T. Walker
6. Advisory Board Appointments – P. Garcia

Town Board Member Thompson motioned to approve the Consent Calendar as presented;

Town Board Member Rose seconded the motion. Roll call on the vote resulted as follows:

Yeas – Thompson, Rose, Melendez, Bishop-Cotner, Adams

Nays – None - Motion carried.

C. BOARD ACTION

1. Short Form Grant Application – Windsor Community Choir

- Applicant presentation: Grover Kelly

Grover Kelly, 400 Pelican Cove, Windsor addressed the Town Board regarding the funding request of \$1,000 for the Windsor Community Choir. Mr. Kelly stated the choir had been in existence for six years and is 35 people strong. The choir lacks the funds in order to purchase music; each person had paid \$35 in the fall to start building a music library. The funding request is to purchase enough music for current and future members and also so they don't have to rely on free domain music

Town Board Member Bishop-Cotner brought forward the previous request of \$1,200 with an additional \$400 each year from the Windsor Community Choir with Mayor Pro-Tem Melendez stating the initial request was to help purchase music for those experiencing a financial hardship and that the current application submitted did not justify \$1,000. Town Board Member Adams voiced his support of funding the request. Town Board Member Thompson believed the \$1,000 request was extravagant but was supportive of up to \$200. Town Board Member Rose stated that the request should be for funding for the current year; the funding is not to be used for ongoing projects.

Town Board Member Rose motioned to approve the funding request of \$1,000 to Windsor Community Choir; Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows:

**Yeas – Thompson, Rose, Adams
Nays – Melendez, Bishop-Cotner - Motion carried.**

2. Site Plan Presentation – Eagle Crossing Subdivision, First Filing – Aladar Drive (Army Reserve Center) Site Plan – United States of America, property owner / Lewis Naby, USACE, applicant / Matt Billingslea, PEC, PA, applicant’s representative

- Staff presentation: Brett Walker, Associate Planner

Associate Planner Walker presented the agenda item. The U.S. Army has proposed to construct an Army Reserve Center in the Limited Industrial (I-L) zoning district. The lot is 18.40± acres. This site is located within the I-25 Corridor Planning Area. The site includes the Reserve Center, organizational maintenance shop, parking lot, fenced military equipment lot, and a wash rack. Mr. Walker stated the documents submitted to the Town included references to Fort Collins, Loveland, and Windsor but the Army has given a verbal statement that there will be no town or city specific identifiers at the site. The US Army has stated that they anticipate 10 people on-site on normal week days and up to 162 reservists on-site during drill weekends. The lot is located east of Fairgrounds Avenue.

Mr. Walker provided a presentation which provided the color rendering of the building and site location; the sign detail has the street address included. They are not going through the normal site plan process as they are exempt from many local regulations due to the Army being part of the federal government.

Town Board Member Thompson inquired as to what the facility was for. Andy Pakiz, US Army Corp of Engineers, stated it will be for training, classrooms, and administration.

3. Ordinance No. 2013-1445 - An Emergency Ordinance Imposing a Temporary Moratorium on the Operation of any Private Marijuana Club Within the Reach of Article XVIII, Section 16 of the Colorado Constitution; Directing the Prompt Exploration of the Town’s Regulatory Authority over such Activities; Declaring the Intention of the Town Board To Consider the Adoption of Appropriate Town Regulations With Respect to Such Activities, Including the Prohibition thereof; and Declaring an Emergency Pursuant to Section 4.11 of The Windsor Home Rule Charter

- Legislative action
- Staff presentation: Ian McCargar, Town Attorney

Tabled.

4. Resolution No. 2013-07 - A Resolution approving an incentive agreement for infrastructure improvements between the Town of Windsor and Woodward, Inc. the purpose of which is to encourage additional employment activity within the vicinity of Hwy 34 & County Road 17

- Legislative action
- Staff presentation: Stacy Johnson, Economic Development Manager; Ian McCargar, Town Attorney

Economic Development Manager Johnson provided an overview of the resolution and related incentive agreement. Ms. Johnson reported that the agreement was drafted pursuant to direction by the Town Board on January 7, 2013 based on two facts of information; that there was confirmation from both Century Link and Poudre Valley REA that the overall intention of the agreement was to increase the amount of capacity for both power and fiber at the site and to allow the surrounding land and buildings to use those services as needed and to attract more companies to the location. Ms. Johnson provided a presentation which noted the location of the 45,000

square foot facility and reported they have a four-year lease with an option to purchase. They plan to employ 100-150 employees with an average salary of \$75,000 plus benefits.

The initial request in July, 2011 included a request for reimbursement of the town administrative portion of building permit fees for both Phase 1 and 2 along with a 50% rebate of personal property tax for up to ten years; if there are additional phases they will need to come back to Town Board with that request. The Agreement states that Phase 1 and 2 reimbursement of the development fees is not to exceed \$2,800; the personal property tax rebate is estimated to range from \$2,965 - \$3,488 annually. Ms. Thompson stated letters of support from PVREA and Century Link were included in the Town Board packet. Staff recommended approval of the resolution.

Town Board Member Thompson stated the infrastructure improvements are mutually beneficial. Mayor Pro-Tem Melendez reported on an article in the Northern Colorado Business Report regarding Woodward Governor and positives of what they bring to the community.

Town Board Member Bishop-Cotner motioned to approve Resolution No. 2013-07; Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows:

**Yeas – Thompson, Rose, Melendez, Bishop-Cotner, Adams
Nays – None - Motion carried.**

5. Resolution No. 2013-08 - A Resolution Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted for the Town of Windsor, Colorado, for 2012

- Legislative action
- Staff presentation: Dean Moyer, Director of Finance

Director of Finance Moyer reported on the agenda item noting it is for consideration of a supplemental budget which is required to adjust the previous year's budget. Mr. Moyer reviewed the revenue additions and expenditure items that were included in the supplemental budget. Staff recommended approval of the resolution.

Town Board Member Bishop-Cotner motioned to approve Resolution No. 2013-08; Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows:

**Yeas – Thompson, Rose, Melendez, Bishop-Cotner, Adams
Nays – None - Motion carried.**

6. December Financial Report

- Staff presentation: Dean Moyer

Director of Finance Moyer reviewed the December Financial Report that was included in the Town Board packet. It was noted that the Town recorded the highest gross sales tax collection for the month of December and that year to date gross sales tax increased 10.21% from December 2011. 437 single family home permits were issued in 2012 which was the third highest number in Windsor's history.

Town Board Member Bishop-Cotner inquired as to the number of houses that were built 2012 and if they were being lived in. Director of Planning Plummer stated he would check the certificate of occupancy status of the homes that had received permits.

D. COMMUNICATIONS

1. Communications from the Town Attorney

Town Attorney McCargar stated he is following up with Greenspire Metropolitan District and their request for an extension of their payment; Mr. McCargar will keep the Town Board informed of his progress.

2. Communications from Town Staff

Director of Planning Plummer provided an overview of the Inactive Development Projects reported included in the Communications portion of the packet. Mr. Plummer stated it had been a good exercise for staff and the developers.

Director of Engineering Wagner reported that the State Highway & I-25 Interchange Reconstruction Project was awarded the Large Community Engineering/Construction Management award at the APWA 27th Annual Awards Luncheon. Plaques were provided to CDOT, the City of Fort Collins, and the Town of Windsor.

3. Communications from the Town Manager

Town Manager Arnold provided an overview of the 2012 Neighborhood Parks Final Report that was included in the packet stating the both the design and construction components for the parks came in under budget with a tentative celebration in the spring with the individual neighborhoods.

4. Communications from Town Board Members

Town Board Member Adams conveyed he has received good feedback regarding Poudre Heights Park and also thanked the Town Board and Town Manager Arnold for attending the dinner hosted by SALT.

Mayor Pro-Tem Melendez noted that the Great Western Industrial Park had been rated #2 in northern Colorado by Northern Colorado Business Report.

E. EXECUTIVE SESSION

An executive session pursuant to § 24-6-402 (4) (e) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators; Hilltop Estates storm drainage issues. (Kelly Arnold, Dennis Wagner, Ian McCargar)

Town Board Member Bishop-Cotner motioned to go into an executive session pursuant to § 24-6-402 (4) (e) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators; Hilltop Estates storm drainage issues at 8:19 p.m.; Town Board Member Thompson seconded the motion. Roll call on the vote resulted as follows:

**Yeas – Thompson, Rose, Melendez, Bishop-Cotner, Adams
Nays – None - Motion carried.**

The meeting moved to Executive Session at 8:25 p.m.

Upon a motion duly made at 8:50 p.m., the Executive Session was closed and the Town Board returned to the Regular Meeting.

Upon returning to the regular meeting, Mayor Vazquez advised that if any participants in the Executive Session believed the session contained any substantial discussion of any matters not included in the motion to convene the Executive Session, or believed any improper action occurred during the Session in violation of the Open Meetings Law, such concerns should now be stated. Hearing none, the Regular Meeting resumed.

F. ADJOURN

Town Board Member Thompson motioned to adjourn at 8:50 p.m.; Town Board Member Rose seconded the motion. Roll call on the vote resulted as follows:

Yeas – Thompson, Rose, Melendez, Bishop-Cotner, Adams

Nays – None - Motion carried.

Patti Garcia, Town Clerk

TOWN OF WINDSOR

REPORT OF BILLS

January 2013

*At the regular meeting of the Town Board of the Town of Windsor,
Colorado, held in the Town Hall Board Room on February 11, 2013
the following claims were presented, examined, and approved by the Windsor Town Board.*

VENDOR	DESCRIPTION	FUND	AMOUNT
1st Bank of Northern Colorado	employee payroll deductions	GF	8,676.58
1st Bank of Northern Colorado	employee payroll deductions	GF	4,599.46
ABSO	Dec 2012 background screenings	GF	1,164.70
Ackelson, Gary	Water refund 2012	WF	63.13
Ackelson, Gary	sewer refund 2012	SF	40.00
Ackelson, Gary	Storm Drain Refund 2012	SDF	11.18
Adams, Ian	Water refund 2012	WF	14.81
Adams, Ian	sewer refund 2012	SF	20.00
Adams, Ian	Storm Drain Refund 2012	SDF	2.20
Adams, Ivan	CML presentation mileage reimbursement	GF	102.12
Agfinity	fuel	FMF	11,563.29
Agricultural Consultants Inc	lab testing	SF	48.00
Albertson, Robert	Water refund 2012	WF	4.70
Albertson, Robert	sewer refund 2012	SF	20.00
Albertson, Robert	Storm Drain Refund 2012	SDF	5.30
Alti Source Solutions	Water refund 2012	WF	122.40
Alti Source Solutions	sewer refund 2012	SF	40.00
Alti Source Solutions	Storm Drain Refund 2012	SDF	8.60
Anderson, Kathy	Water refund 2012	WF	14.84
Anderson, Kathy	sewer refund 2012	SF	20.00
Anderson, Kathy	Storm Drain Refund 2012	SDF	4.05
Anderson, William	Water refund 2012	WF	35.05
Anderson, William	sewer refund 2012	SF	20.00
Anderson, William	Storm Drain Refund 2012	SDF	4.99
Apex Legal Svc	Will maker class	GF	276.00
Apex Legal Svc	Will maker class	GF	690.00
Aqua Sierra	water quality analysis	GF	450.00
Arapahoe Rental	equipment rental	GF	251.07
Arapahoe Rental	lift rental/lighting	FS	240.87
Armadillo Property Mgmt	Water refund 2012	WF	36.83
Armadillo Property Mgmt	sewer refund 2012	SF	40.00
Armadillo Property Mgmt	Storm Drain Refund 2012	SDF	6.89
Arras, Jesus	Water refund 2012	WF	37.43
Arras, Jesus	sewer refund 2012	SF	20.00
Arras, Jesus	Storm Drain Refund 2012	SDF	8.88
Asbury, Isaac	Water refund 2012	WF	112.18
Asbury, Isaac	sewer refund 2012	SF	9.03
Asbury, Isaac	Storm Drain Refund 2012	SDF	2.20
AT&T Corp	phone service	SF	36.04

VENDOR	DESCRIPTION	FUND	AMOUNT
AT&T Mobility	phone service	GF	74.89
Baca, Fred	Water refund 2012	WF	17.28
Baca, Fred	sewer refund 2012	SF	20.00
Baca, Fred	Storm Drain Refund 2012	SDF	2.20
Backbone Properties	Water refund 2012	WF	14.82
Backbone Properties	sewer refund 2012	SF	20.00
Backbone Properties	Storm Drain Refund 2012	SDF	4.52
Bank of Choice	Water refund 2012	WF	30.08
Bank of Choice	sewer refund 2012	SF	20.00
Bank of Choice	Storm Drain Refund 2012	SDF	5.08
Barefoot Farms	seeding #2 ditch trail	CTF	3,808.25
Betters, Nancy	sewer refund 2012	SF	20.00
Betters, Nancy	Storm Drain Refund 2012	SDF	5.73
Big R of Greeley	uniforms	GF	80.13
Bittner, Trent	Water refund 2012	WF	67.48
Bittner, Trent	sewer refund 2012	SF	20.00
Bittner, Trent	Storm Drain Refund 2012	SDF	2.20
Blugroove Inc	Gym equip	CIF	1,534.80
Bomgaars	storage cabinet	SF	14.99
Brewster, Lonnie II	Water refund 2012	WF	15.86
Brewster, Lonnie II	sewer refund 2012	SF	20.00
Brewster, Lonnie II	Storm Drain Refund 2012	SDF	5.15
Brister, James	Water refund 2012	WF	70.16
Brister, James	sewer refund 2012	SF	40.00
Brister, James	Storm Drain Refund 2012	SDF	9.56
Brittan, Lance	Water refund 2012	WF	63.60
Brittan, Lance	sewer refund 2012	SF	40.00
Brittan, Lance	Storm Drain Refund 2012	SDF	9.50
Bronson, Judd	Storm Drain Refund 2012	SDF	4.60
Brunner, Justin	uniforms	GF	130.50
Bunting Disposal	trash service	GF	666.60
Bunting Disposal	trash service	CRCF	92.00
Bunting Disposal	trash service	SF	28.75
Bunting Disposal	trash service	GF	714.50
Bunting Disposal	trash service	CRCF	197.80
Bunting Disposal	trash service	SF	61.81
Burns, James	Water refund 2012	WF	50.52
Burns, James	sewer refund 2012	SF	20.00
Burns, James	Storm Drain Refund 2012	SDF	5.10
Canteen Refreshment Svc	coffee svc	GF	57.94
Carpet Care Dynamics	contracted carpet cleaning CRC	FS	1,355.00
Cartegraph Systems	Annual maintenance renewal	ITF	2,580.00
Cash-Wa Dist	senior event supplies	GF	154.14
Cash-Wa Distributing	CRC kitchen supplies	CRCF	240.30
Casterline, Brandon	training lunch reimbursement	GF	23.16
Centruy Link	utilities	GF	490.79
Centruy Link	utilities	SF	423.16
Century Link	telephone svc	GF	1,159.17
Century Link	telephone svc	CRCF	1,094.19
Century Link	telephone svc	SF	103.32

VENDOR	DESCRIPTION	FUND	AMOUNT
Chematox	blood alcohol test	GF	17.50
Cirsa	Nov 2012 deductible	GF	825.65
Cirsa	workman's comp/prop & casualty insurance	GF	246,002.33
Cirsa	workman's comp/prop & casualty insurance	CRCF	22,108.13
Cirsa	workman's comp/prop & casualty insurance	WF	24,512.12
Cirsa	workman's comp/prop & casualty insurance	SF	27,706.86
Cirsa	workman's comp/prop & casualty insurance	SDF	13,504.09
Cirsa	workman's comp/prop & casualty insurance	FMF	6,481.21
Cirsa	workman's comp/prop & casualty insurance	ITF	483.46
Cirsa	workman's comp/prop & casualty insurance	FS	10,031.30
City of Ft. Collins	ice buster	GF	6,589.37
City of Greeley	water purchased	WF	263.02
Clear Water Solutions	Non-potable water svcs/decreed acctg	KERN	3,233.46
Coldwell Banker Relocation	Storm Drain Refund 2012	SDF	9.92
Colo Parks & Rec Assoc	CPO registration/book	GF	265.00
Colorado Coach Transportation	senior trip transportation	GF	250.00
Colorado Code Publishing Co	Code hosting 1st Qtr 2013	GF	120.00
Colorado Equipment	parts/credits	FMF	242.92
Colorado Machinery	John Deere grader and loader	FMF	28,977.64
Colorado Municipal Clerks Assoc	Membership dues	GF	170.00
Colorado Municipal Judges Assoc	Membership dues	GF	40.00
Colorado Municipal League	Membership dues	GF	6,424.00
Coloradoan	Beacon subscription	GF	24.47
Coloradoan	public notice publishing	GF	131.88
Comcast Cable Comm	internet svc	ITF	206.95
Concentra	physical	GF	65.00
Coren Printing	printing-brush permits, door hangers, misc	GF	1,393.00
Coren Printing	printing-receipt forms/cards/envelopes	CRCF	658.00
Coren Printing	printing-flyers	DDA	7.20
Cozzens, Ethan	Water refund 2012	WF	35.75
Cozzens, Ethan	sewer refund 2012	SF	20.00
Cozzens, Ethan	Storm Drain Refund 2012	SDF	4.79
Creative Culture Insignia	Badges	GF	549.25
Crown, Kristen	sewer refund 2012	SF	9.62
Crown, Kristen	Storm Drain Refund 2012	SDF	5.38
Dale's Environmental Svcs	inspect sewer lines	SF	2,425.00
Dataprint	water billing svcs	WF	1,695.39
Dataprint	water billing svcs	SF	1,360.23
Dataprint	water billing svcs	SDF	1,360.20
Dataprint	Outsource water billing	WF	1,365.50
Dataprint	Outsource water billing	SF	1,365.49
Dataprint	Outsource water billing	SDF	1,365.50
Daudert, Elise	Water refund 2012	WF	17.04
Daudert, Elise	sewer refund 2012	SF	20.00
Daudert, Elise	Storm Drain Refund 2012	SDF	4.85
DaVinci Sign Systems	Entry sign for Eastman Park	PIF	11,182.00
DaVinci Sign Systems	Design/manufacture sign	DIF	1,959.00
Dean Contracting Inc	backstop extension	DIF	7,400.00
Dean Contracting Inc	backstop extension	CIF	3,745.00
Debaere, Richard	Water refund 2012	WF	266.46

VENDOR	DESCRIPTION	FUND	AMOUNT
Debaere, Richard	sewer refund 2012	SF	120.00
Debaere, Richard	Storm Drain Refund 2012	SDF	27.36
Dept of Labor and Employment	unemployment insurance payable	GF	3,775.42
Dick, Bruce	winter basketball camp	GF	2,771.00
Dolifka, Troy	Water refund 2012	WF	80.22
Dolifka, Troy	sewer refund 2012	SF	40.00
Dolifka, Troy	Storm Drain Refund 2012	SDF	7.77
Don Kehn Construction	Capital improvement project 2012	CIF	29,436.05
Duran Excavating	Greeley Ditch #2 trail	CTF	43,272.73
Duran Excavating	Windsor Trail	CTF	14,621.99
Eames, Nathan	Storm Drain Refund 2012	SDF	33.15
Earth Engineering	WWTP headworks/lift station test	SF	1,000.00
Earth Engineering	Testing for Windsor Trail	CTF	220.00
Eastwood, Hugh	Water refund 2012	WF	39.28
Eastwood, Hugh	sewer refund 2012	SF	20.00
Eastwood, Hugh	Storm Drain Refund 2012	SDF	5.62
Eckrich, Thomas	plaques	GF	80.00
Economic Development Council	Membership dues	GF	275.00
Elder, Clayton	Water refund 2012	WF	23.19
Elder, Clayton	sewer refund 2012	SF	30.00
Elder, Clayton	Storm Drain Refund 2012	SDF	7.08
Elite Awards	brass plates	GF	32.50
Elite Awards	brass plates	GF	13.00
Emgovpower	Annual software maintenance	ITF	3,000.00
Engel, Thomas	Storm Drain Refund 2012	SDF	4.89
Enviropest	pest control	GF	95.00
Enviropest	pest control	FS	66.00
Estes, Mark	Water refund 2012	WF	62.39
Estes, Mark	sewer refund 2012	SF	40.00
Estes, Mark	Storm Drain Refund 2012	SDF	9.34
Fagler, Dorothy	Water refund 2012	WF	13.92
Fagler, Dorothy	sewer refund 2012	SF	20.00
Fagler, Dorothy	Storm Drain Refund 2012	SDF	4.26
Farnsworth Group	WWTP headworks construction admin	SF	16,069.88
Fastenal Co	parts	FMF	12.22
Fort Collins Baseball Club	FCBC league fees	GF	1,850.00
Fort Collins-Loveland Water Dist	water purchased	GF	247.77
Fort Collins-Loveland Water Dist	water purchased	WF	57,084.66
Foster, Chris	Water refund 2012	WF	115.78
Foster, Chris	sewer refund 2012	SF	20.00
Foster, Chris	Storm Drain Refund 2012	SDF	4.66
FR Companies	Water refund 2012	WF	17.81
FR Companies	sewer refund 2012	SF	20.00
FR Companies	Storm Drain Refund 2012	SDF	4.75
Frankenberger, Lee	Water refund 2012	WF	67.51
Frankenberger, Lee	sewer refund 2012	SF	40.00
Frankenberger, Lee	Storm Drain Refund 2012	SDF	10.58
Frey McGregor Plock & Root	project mgmt	GF	3,125.00
Frey McGregor Plock & Root	legal svcs	GF	24,000.00
Ft Collins/Loveland Water dist	water purchased	GF	214.23

VENDOR	DESCRIPTION	FUND	AMOUNT
Ft Collins/Loveland Water dist	water purchased	WF	28,097.37
Ft. Collins Tree Care	pruning/removal	GF	17,810.00
Fullop, Leslie	Water refund 2012	WF	49.79
Fullop, Leslie	sewer refund 2012	SF	40.00
Fullop, Leslie	Storm Drain Refund 2012	SDF	10.58
Gardner, Gene	Water refund 2012	WF	21.91
Gardner, Gene	sewer refund 2012	SF	20.00
Gardner, Gene	Storm Drain Refund 2012	SDF	6.32
Garno, Paul	Water refund 2012	WF	98.38
Garno, Paul	sewer refund 2012	SF	20.00
Garno, Paul	Storm Drain Refund 2012	SDF	4.95
Gebbia, Russ	Water refund 2012	WF	26.90
Gebbia, Russ	sewer refund 2012	SF	20.00
Gebbia, Russ	Storm Drain Refund 2012	SDF	2.20
General Air	CO2 rental	GF	137.92
Glasco, Aliesa	Facility reservation refund	CRCF	500.00
Government Financ Officers Assoc	Membership dues	GF	150.00
Grasmick, Sharon	Recreation refund	GF	50.00
Grauberger, Delmer	Water refund 2012	WF	120.11
Grauberger, Delmer	sewer refund 2012	SF	40.00
Grauberger, Delmer	Storm Drain Refund 2012	SDF	11.06
GRE Holdings	Water refund 2012	WF	75.35
GRE Holdings	sewer refund 2012	SF	53.32
GRE Holdings	Storm Drain Refund 2012	SDF	18.50
Greco, Paul	Storm Drain Refund 2012	SDF	5.68
Grogan, Sean	ABB officials	GF	4,140.00
Guerrero, Tyrone	Storm Drain Refund 2012	SDF	2.53
Hagerman, Andreas	Water refund 2012	WF	48.35
Hagerman, Andreas	sewer refund 2012	SF	20.00
Hagerman, Andreas	Storm Drain Refund 2012	SDF	4.74
Hamilton Linen	rental linens	GF	316.03
Hamilton Linen	rental linens	CRCF	394.64
Harford Homes	Storm Drain Refund 2012	SDF	5.71
Harmon, Darlene	Sell back cemetery lots	GF	1,200.00
Harter, Gary	uniforms	GF	97.84
Hartman, James	Water refund 2012	WF	18.53
Hartman, James	sewer refund 2012	SF	20.00
Hartman, James	Storm Drain Refund 2012	SDF	4.86
Heber, Troy	Water refund 2012	WF	62.57
Heber, Troy	sewer refund 2012	SF	20.00
Heber, Troy	Storm Drain Refund 2012	SDF	4.94
Heers, William	Water refund 2012	WF	119.48
Heers, William	sewer refund 2012	SF	40.00
Heers, William	Storm Drain Refund 2012	SDF	7.05
Helzer, Melvin	Water refund 2012	WF	29.18
Helzer, Melvin	sewer refund 2012	SF	20.00
Helzer, Melvin	Storm Drain Refund 2012	SDF	4.85
Henning, Robert	sewer refund 2012	SF	20.00
Henning, Robert	Storm Drain Refund 2012	SDF	6.11
Hensley Battery	batteries	FMF	477.07

VENDOR	DESCRIPTION	FUND	AMOUNT
Herman, Ryan	Storm Drain Refund 2012	SDF	6.03
Highland Park Rec	adaptive bowling Dec 2012	GF	126.00
Hillyard Inc	carpet extractor parts	FS	417.00
Hillyard Inc	supplies	FS	3,329.98
Hines Inc	construcion svc-Prospect/Poudre park	PIF	700.00
Hireright Solutions inc	DOT drug screen	GF	42.40
Hix Insurance	liability insurance-KERN	KERN	2,207.00
Hoh, Thomas	sewer refund 2012	SF	2.96
Hoh, Thomas	Storm Drain Refund 2012	SDF	2.20
Home Depot	drywall/supplies-Farm house restoration	GF	33.27
Horrocks, Richard	Water refund 2012	WF	39.59
Horrocks, Richard	sewer refund 2012	SF	20.00
Horrocks, Richard	Storm Drain Refund 2012	SDF	4.91
Huber Technology	rotamat fine screen 10% payment	SF	17,900.00
Hunsberger, Jess	Water refund 2012	WF	88.27
Hunsberger, Jess	sewer refund 2012	SF	20.00
Hunsberger, Jess	Storm Drain Refund 2012	SDF	4.53
Ingram, Greg	Storm Drain Refund 2012	SDF	3.34
International Council of Shopping Centers	ACSC 20123 membership	GF	100.00
International Economic	IEDC membership dues	GF	345.00
Iron Mountian Truck and Auto	repair door	FMF	397.05
ITASCA Greenhouse	Seedlings for Arbor Day	GF	383.98
Jacoby, David	Water refund 2012	WF	163.43
Jacoby, David	sewer refund 2012	SF	80.00
Jacoby, David	Storm Drain Refund 2012	SDF	19.44
Jacoby, Melvin	Water refund 2012	WF	43.86
Jacoby, Melvin	sewer refund 2012	SF	40.00
Jacoby, Melvin	Storm Drain Refund 2012	SDF	10.36
Jag'sw Entp.	fishing pier repairs	GF	23,200.00
Jax, Inc	uniforms	WF	114.98
Jax, Inc	uniforms	SF	367.93
Jensen, Shawn	Water refund 2012	WF	26.88
Jensen, Shawn	sewer refund 2012	SF	20.00
Jensen, Shawn	Storm Drain Refund 2012	SDF	5.28
Johansen, Deborah	Storm Drain Refund 2012	SDF	14.49
Johnson Drug Testing	employee testing	GF	150.00
Johnson, Charles	Water refund 2012	WF	29.61
Johnson, Charles	sewer refund 2012	SF	20.00
Johnson, Charles	Storm Drain Refund 2012	SDF	4.59
Jones, Jason	Water refund 2012	WF	35.27
Jones, Jason	sewer refund 2012	SF	20.00
Jones, Jason	Storm Drain Refund 2012	SDF	4.58
Jones, Karen	Consultation-Scrapbook Conservation project	GF	728.04
Joseph O'Brien	Gate/sign manufacturing	CIF	4,800.00
Keller, Penny	sewer refund 2012	SF	15.57
Kimberly Emil	legal svcs	GF	3,900.00
King Soopers	water for Board meetings	GF	14.00
King Soopers	supplies	GF	508.08
King Soopers	refreshments	CRCF	21.83
Kinsco	tactical fleece	GF	99.99

VENDOR	DESCRIPTION	FUND	AMOUNT
Kittle, Rob	Storm Drain Refund 2012	SDF	2.57
Knifong, Brian	Recreation refund	GF	260.00
Langley, Shawn	Water refund 2012	WF	25.78
Langley, Shawn	sewer refund 2012	SF	20.00
Langley, Shawn	Storm Drain Refund 2012	SDF	4.95
Larimer Cty Sales & Use Tax	Tax collection	GF	14,559.74
Lawrence, Jones, Custer, Grasmick	legal svcs	GF	3,695.45
Lee, Mary	mileage reimbursement	GF	27.42
Lewan & Associates	Capital improvement project software/equip	ITF	12,107.50
Lewan & Associates	Software/equipment project	ITF	65,859.04
Liley Rogers & Martell	legal svcs	DDA	144.00
Lind, Ann	Storm Drain Refund 2012	SDF	7.25
Little Beaver Porperties	Water refund 2012	WF	38.37
Little Beaver Porperties	sewer refund 2012	SF	20.00
Little Beaver Porperties	Storm Drain Refund 2012	SDF	5.20
Lopez, Nubia	sewer refund 2012	SF	5.49
Lopez, Nubia	Storm Drain Refund 2012	SDF	4.75
Lose, Chrystine	sewer refund 2012	SF	40.00
Lose, Chrystine	Storm Drain Refund 2012	SDF	11.28
Loveland Ford	coolant leak repair	FMF	544.24
Mail N Copy (Pace)	shipping	GF	18.46
Mail N Copy (Pace)	mailings	SF	12.06
Mail N Copy (Pace)	shipping	GF	7.80
Maines, Jason	sewer refund 2012	SF	20.00
Maines, Jason	Storm Drain Refund 2012	SDF	6.41
Mandsager, Dave	Water refund 2012	WF	190.62
Mandsager, Dave	sewer refund 2012	SF	40.00
Mandsager, Dave	Storm Drain Refund 2012	SDF	9.14
Manicone, Mark	food service	GF	430.00
Manweiler Hardware	supplies	GF	323.52
Manweiler Hardware	supplies	WF	34.17
Manweiler Hardware	supplies	SF	11.44
Manweiler Hardware	paint	FMF	36.00
Mark's Funeral Home	police evidence burn	GF	150.00
Martinez, Nicole	Water refund 2012	WF	68.33
Martinez, Nicole	sewer refund 2012	SF	60.00
Martinez, Nicole	Storm Drain Refund 2012	SDF	14.34
Masters, John	Water refund 2012	WF	24.64
Masters, John	sewer refund 2012	SF	20.00
Masters, John	Storm Drain Refund 2012	SDF	5.29
McCauley Constructors	Park Construction Retainage	PIF	87,147.20
McWhorter, Donna	Water refund 2012	WF	17.54
McWhorter, Donna	sewer refund 2012	SF	20.00
McWhorter, Donna	Storm Drain Refund 2012	SDF	5.29
Michael Manning	Municipal court judge svcs	GF	1,400.00
Michael Todd & Co	signs-PW	GF	2,170.31
Michelin North America	tires/repair	FMF	3,519.33
Militello, Joseph	Water refund 2012	WF	72.67
Militello, Joseph	sewer refund 2012	SF	20.00
Militello, Joseph	Storm Drain Refund 2012	SDF	5.29

VENDOR	DESCRIPTION	FUND	AMOUNT
Miller, Brett	Storm Drain Refund 2012	SDF	4.78
Montford Family Trust	Storm Drain Refund 2012	SDF	8.71
Moore, Kelly	class teaching fee	GF	189.00
Mordell Investments	Water refund 2012	WF	83.72
Mordell Investments	sewer refund 2012	SF	20.00
Mordell Investments	Storm Drain Refund 2012	SDF	2.20
Mountain States Rec	ADA Dock parts	CIF	9,507.00
Mountain-N-Plains	Water refund 2012	WF	18.04
Mountain-N-Plains	sewer refund 2012	SF	20.00
Mountain-N-Plains	Storm Drain Refund 2012	SDF	2.20
Myers, Mitchell	sewer refund 2012	SF	1.02
Myers, Mitchell	Storm Drain Refund 2012	SDF	2.00
Myers, Robert	sewer refund 2012	SF	40.00
Myers, Robert	Storm Drain Refund 2012	SDF	9.22
NAPA auto parts	supplies	GF	2.99
NAPA auto parts	auto parts	FMF	1,586.35
National League of Cities	Membership dues	GF	1,489.00
National Meter	annual svc agreement/supplies	WF	9,605.70
National Recreation & Parks Assoc	J. Eckhardt Annual Membership	GF	150.00
NCCAR	annual dues/website access	GF	900.00
NEECCO SBDC	sponsorship	GF	5,000.00
Neilsen-Morrill, Alison	Water refund 2012	WF	186.58
Neilsen-Morrill, Alison	sewer refund 2012	SF	40.00
Neilsen-Morrill, Alison	Storm Drain Refund 2012	SDF	7.67
Newegg Inc	printer toner	ITF	419.98
Nickodemus, Patrick	Storm Drain Refund 2012	SDF	21.95
Nightingale, Cameron	Storm Drain Refund 2012	SDF	16.20
North Front Range MPO	FY 12 UPWP	GF	1,211.45
North Front Range Water Quality	Membership dues	SF	3,567.00
North Weld County Water Dist	water purchased	WF	46,507.50
Northern Colorado Economic	Econ Dev membership	GF	5,000.00
Northern Colorado Water	NISP phase 3a Permitting work	WF	82,500.00
Northstar Concrete inc	Windsor trail/bench/depot	GF	7,647.50
Northstar Concrete inc	Windsor trail/bench/depot	CIF	4,268.75
Occupational Health Centers of California	DOT recertification	GF	65.00
Ochoa, Richard	teen night DJ	GF	250.00
Ochoa, Richard	daddy/daughter dance DJ	GF	175.00
Office Depot	office supplies	GF	609.52
Office Depot	office supplies	CRCF	0.24
Office Depot	office supplies	WF	7.88
Office Depot	office supplies	FMF	117.64
Office Depot	office supplies	ITF	0.37
Office Depot	office supplies	FS	0.73
Office Depot	office supplies	GF	720.32
Office Depot	office supplies	WF	0.25
Office Depot	office supplies	SF	0.12
Office Depot	office supplies	SDF	0.06
Office Depot	office supplies	FMF	0.06
Office Depot	office supplies	ITF	0.31
Office Depot	office supplies	FS	0.20

VENDOR	DESCRIPTION	FUND	AMOUNT
Old National Bank	Energy efficiency lease purch	FS	3,455.41
Olivas, Raul	Water refund 2012	WF	32.55
Olivas, Raul	sewer refund 2012	SF	20.00
Olivas, Raul	Storm Drain Refund 2012	SDF	2.20
Oltersdorf, David	Storm Drain Refund 2012	SDF	14.90
O'Neal, Jim	Water refund 2012	WF	23.36
O'Neal, Jim	sewer refund 2012	SF	20.00
O'Neal, Jim	Storm Drain Refund 2012	SDF	5.66
Ong, Jacob	Water refund 2012	WF	54.62
Ong, Jacob	sewer refund 2012	SF	20.00
Ong, Jacob	Storm Drain Refund 2012	SDF	5.11
O'Reilly Auto Parts	auto parts	FMF	98.94
Orphan, Mark	Storm Drain Refund 2012	SDF	6.08
Otero, Laurie	Water refund 2012	WF	30.75
Otero, Laurie	sewer refund 2012	SF	20.00
Otero, Laurie	Storm Drain Refund 2012	SDF	4.66
Paterson, Douglas	Water refund 2012	WF	186.58
Paterson, Douglas	sewer refund 2012	SF	40.00
Paterson, Douglas	Storm Drain Refund 2012	SDF	7.67
Pat's Place	Water refund 2012	WF	18.18
Pat's Place	sewer refund 2012	SF	26.18
Pat's Place	Storm Drain Refund 2012	SDF	5.71
Patterson, Jill	sewer refund 2012	SF	40.00
Patterson, Jill	Storm Drain Refund 2012	SDF	9.08
Payflex Systems	Dec 2012 FSA	GF	377.00
Payflex Systems	Jan 2012 FSA	GF	338.00
Pecone, Anthony	Storm Drain Refund 2012	SDF	4.99
Pestrite	pigeon patrol	FS	260.00
Petty Cash	end of year reimbursement	GF	244.96
Petty Cash	2012 end of year reimbursement	CRCF	6.37
Petty Cash	end of year reimbursement	FMF	3.78
Pioneer Sand	rolltop edging/lawn supplies	CTF	68.85
Points West Community Bank	Water refund 2012	WF	24.67
Points West Community Bank	sewer refund 2012	SF	20.00
Points West Community Bank	Storm Drain Refund 2012	SDF	4.56
Pollock, Dennis	Water refund 2012	WF	24.93
Pollock, Dennis	sewer refund 2012	SF	20.00
Pollock, Dennis	Storm Drain Refund 2012	SDF	4.85
Poudre Heights Master HOA	2012 Water Dist	GF	422.63
Poudre Valley Health Care Inc	blood draw	GF	118.00
Poudre Valley REA	utilities	GF	3,476.65
Poudre Valley REA	utilities	WF	1,288.85
Poudre Valley REA	utilities	GF	329.27
Poudre Valley REA	utilities	WF	31.52
Poudre Valley REA	utilities	SF	2,674.68
Precision REO	Water refund 2012	WF	221.54
Precision REO	Water refund 2012	WF	17.35
Precision REO	Water refund 2012	WF	52.41
Precision REO	sewer refund 2012	SF	80.00
Precision REO	sewer refund 2012	SF	20.00

VENDOR	DESCRIPTION	FUND	AMOUNT
Precision REO	sewer refund 2012	SF	20.00
Precision REO	Storm Drain Refund 2012	SDF	18.36
Precision REO	Storm Drain Refund 2012	SDF	2.20
Precision REO	Storm Drain Refund 2012	SDF	5.19
Public Svc Employees Credit Union	gift cards for wellness awards	GF	111.80
Real Home LLC	Water refund 2012	WF	15.64
Real Home LLC	sewer refund 2012	SF	20.00
Real Home LLC	Storm Drain Refund 2012	SDF	4.62
Recla, Sandra	Water refund 2012	WF	23.06
Recla, Sandra	sewer refund 2012	SF	20.00
Recla, Sandra	Storm Drain Refund 2012	SDF	4.31
Red Dog Signs & Wraps	overflow parking signs	GF	202.00
REH Jr Inc (Red Wing Shoes)	boot repair	GF	110.00
Reichert, Mark	Water refund 2012	WF	16.96
Reichert, Mark	sewer refund 2012	SF	20.00
Reichert, Mark	Storm Drain Refund 2012	SDF	4.24
Renz, Jeffrey	Water refund 2012	WF	94.78
Renz, Jeffrey	sewer refund 2012	SF	20.00
Renz, Jeffrey	Storm Drain Refund 2012	SDF	6.22
Rex Oil Co	bulbs	FMF	19.91
Rice, Spencer	Water refund 2012	WF	156.09
Rice, Spencer	sewer refund 2012	SF	20.00
Rice, Spencer	Storm Drain Refund 2012	SDF	4.54
Richards, Ralph	sewer refund 2012	SF	20.00
Richards, Ralph	Storm Drain Refund 2012	SDF	4.52
Rigley, Jamie	Water refund 2012	WF	35.29
Rigley, Jamie	sewer refund 2012	SF	20.00
Rigley, Jamie	Storm Drain Refund 2012	SDF	5.17
Rise, Matthew	Water refund 2012	WF	32.99
Rise, Matthew	sewer refund 2012	SF	20.00
Rise, Matthew	Storm Drain Refund 2012	SDF	5.10
RN Civil Construction	WWTP headworks	SF	20,699.00
Rob Kittle, Inc	Storm Drain Refund 2012	SDF	8.95
Robinson, Richard	Water refund 2012	WF	87.98
Robinson, Richard	sewer refund 2012	SF	40.00
Robinson, Richard	Storm Drain Refund 2012	SDF	10.30
Rocky Mountain Chaper FBINAA	Executive Command College-fees for 2 officers	GF	900.00
Rocky Mountain Investment Group	Water refund 2012	WF	22.39
Rocky Mountain Investment Group	sewer refund 2012	SF	20.00
Rocky Mountain Investment Group	Storm Drain Refund 2012	SDF	4.59
Rotary Club of Windsor	Membership dues 1st Qtr 2013	GF	175.00
Rye, David	Water refund 2012	WF	3.69
Rye, David	sewer refund 2012	SF	20.00
Rye, David	Storm Drain Refund 2012	SDF	2.20
Sadusky, Stanley	sewer refund 2012	SF	13.19
Sadusky, Stanley	Storm Drain Refund 2012	SDF	4.61
Safebuilt	permit fees Dec 2012 reimbursemnt	GF	82,393.53
Safeway	Holiday refreshments	GF	69.87
Safeway	supplies	WF	4.99
Samples, Douglas	Water refund 2012	WF	14.53

VENDOR	DESCRIPTION	FUND	AMOUNT
Samples, Douglas	sewer refund 2012	SF	20.00
Samples, Douglas	Storm Drain Refund 2012	SDF	2.20
Sam's Club	supplies	GF	178.76
Sam's Club	supplies	FMF	215.48
Schmad, Wayne	Water refund 2012	WF	25.53
Schmad, Wayne	sewer refund 2012	SF	20.00
Schmad, Wayne	Storm Drain Refund 2012	SDF	4.47
Schoeppner, William	Water refund 2012	WF	131.04
Schoeppner, William	sewer refund 2012	SF	20.00
Schoeppner, William	Storm Drain Refund 2012	SDF	5.57
Scott, Leslie	Storm Drain Refund 2012	SDF	5.91
Scott's Electric	Install junctn box on headworks	SF	324.72
Scott's Electric	install phone line/hvac monitor	FS	422.55
Scott's Electric	svc call cemetery	GF	99.00
Seacrest Group	lab testing	SF	1,525.00
Securitas Security Svcs	rental security	CRCF	183.50
Shaklee, Gary	sewer refund 2012	SF	20.00
Shaklee, Gary	Storm Drain Refund 2012	SDF	14.10
Shaw, Carla	Water refund 2012	WF	52.36
Shaw, Carla	sewer refund 2012	SF	20.00
Shaw, Carla	Storm Drain Refund 2012	SDF	4.86
Shepit, Jeffrey	Water refund 2012	WF	183.20
Shepit, Jeffrey	sewer refund 2012	SF	20.00
Shepit, Jeffrey	Storm Drain Refund 2012	SDF	5.45
Shiner, Kristine	Water refund 2012	WF	21.70
Shiner, Kristine	sewer refund 2012	SF	20.00
Shiner, Kristine	Storm Drain Refund 2012	SDF	4.71
Shubert, Heather	Recreation refund	GF	160.00
Simpson, Joseph	Water refund 2012	WF	33.52
Simpson, Joseph	sewer refund 2012	SF	20.00
Simpson, Joseph	Storm Drain Refund 2012	SDF	2.20
Sims, Joe	Water refund 2012	WF	76.22
Sims, Joe	sewer refund 2012	SF	20.00
Sims, Joe	Storm Drain Refund 2012	SDF	4.92
Sinnott, Mike	Water refund 2012	WF	55.89
Sinnott, Mike	sewer refund 2012	SF	20.00
Sinnott, Mike	Storm Drain Refund 2012	SDF	5.20
Snodgrass, Gerald	Storm Drain Refund 2012	SDF	8.80
Specht, Ronald	Water refund 2012	WF	53.03
Specht, Ronald	sewer refund 2012	SF	20.00
Specht, Ronald	Storm Drain Refund 2012	SDF	6.31
Speery, Jay	sewer refund 2012	SF	15.21
Speery, Jay	Storm Drain Refund 2012	SDF	9.79
Spinks, Jon	Water refund 2012	WF	28.53
Spinks, Jon	sewer refund 2012	SF	20.00
Spinks, Jon	Storm Drain Refund 2012	SDF	4.65
Spradley Barr Ford	transmission fluid	FMF	125.28
Standard Ins. Co	Dec 2012 monthly premium	GF	2,079.62
Staples	office supplies	ITF	265.98
State of Colorado	Wage assignment	GF	356.11

VENDOR	DESCRIPTION	FUND	AMOUNT
State of Colorado	Wage assignment	GF	51.69
State of Colorado	Wage assignment	GF	356.11
State of Colorado	Wage assignment	GF	51.69
Steve Schmidt Trucking	ice slicer	GF	467.50
Stoltz, J Stephen	Water refund 2012	WF	195.05
Stoltz, J Stephen	sewer refund 2012	SF	40.00
Stoltz, J Stephen	Storm Drain Refund 2012	SDF	17.42
Strnad, Bryan	Water refund 2012	WF	134.95
Strnad, Bryan	sewer refund 2012	SF	60.00
Strnad, Bryan	Storm Drain Refund 2012	SDF	15.39
Suburban Propane	propane	SF	99.00
Sugden, Richard II	Water refund 2012	WF	23.65
Sugden, Richard II	sewer refund 2012	SF	20.00
Sugden, Richard II	Storm Drain Refund 2012	SDF	6.20
SuiteOne Media	annual meeting streaming svc	ITF	4,800.00
Sundquist, John	Storm Drain Refund 2012	SDF	3.36
Swanson, Stacey	mileage reimbursement-bank runs Oct-Dec 2012	GF	14.99
Sysco Denver	Senior New Year's Eve party	GF	313.24
Tangney, Bernice	Water refund 2012	WF	99.82
Tangney, Bernice	sewer refund 2012	SF	60.00
Tangney, Bernice	Storm Drain Refund 2012	SDF	14.52
The Greeley Publishing Co	winter/spring Link Brouchure printing	GF	4,527.00
The Humane Society of Weld Cty	dog pound fee	GF	109.83
The Humane Society of Weld Cty	animal control	GF	109.83
The Pawnee Group	car wash tokens	FMF	55.25
The Water Shed	windsor trail repair/supplies	GF	33.02
Thomas Nicotera	gym mat replacements	CIF	3,021.00
Thompson, John	sewer refund 2012	SF	8.87
Thompson, John	Storm Drain Refund 2012	SDF	5.79
Timberline Electric & Control	water totalizers	WF	297.00
Timberline Electric & Control	Kern computer video	KERN	273.25
Toepke, Elaine	sewer refund 2012	SF	20.00
Toepke, Elaine	Storm Drain Refund 2012	SDF	5.04
Tom Ladd plumbing/heating inc	HVAC repair	GF	410.53
Topolnicki, Susan	Storm Drain Refund 2012	SDF	7.42
Trollco Inc	Water refund 2012	WF	125.51
Trollco Inc	sewer refund 2012	SF	119.50
Trollco Inc	Storm Drain Refund 2012	SDF	26.98
Trugreen Ltd Partnership	lawn service	GF	30.43
UMB Bank	bond paying agent fee	CRCF	150.00
UMB Purchasing Card	Reference Books, Safety Videos, PPE Helmets, Arborist Supplies	GF	805.28
UMB Purchasing Card	Coffee with the Mayor	GF	132.42
UMB Purchasing Card	Athletic Business Expo	GF	691.81
UMB Purchasing Card	Culvert for Prospect Pump House	GF	2,028.50
UMB Purchasing Card	Holiday Banquet Expenses, Legislative Breakfast	GF	2,150.65
UMB Purchasing Card	Fuel, Conference in Glenwood Springs	GF	49.02
UMB Purchasing Card	Staff Development	GF	376.42
UMB Purchasing Card	Town Board Meeting Refreshments	GF	153.20
UMB Purchasing Card	Colorado Preservation Conference, Wonderland Decorations	GF	655.02
UMB Purchasing Card	APA Membership	GF	94.00

VENDOR	DESCRIPTION	FUND	AMOUNT
UMB Purchasing Card	Senior Trips, Senior Lunches	GF	195.61
UMB Purchasing Card	Adaptive Recreation Trips, Class Supplies, Xmas Decorations	GF	220.99
UMB Purchasing Card	Aquatic Supplies	GF	39.03
UMB Purchasing Card	Logo Imprints on Pens, Toys, Pedometers	GF	1,915.32
UMB Purchasing Card	NRPA Membership, Windsor Wonderland Supplies, Irrigation Storage	GF	342.77
UMB Purchasing Card	Safety Committee Prizes, IPMA Certification	GF	503.95
UMB Purchasing Card	Employee Relations	GF	38.94
UMB Purchasing Card	cedar supply Windsor Trail	CTF	330.94
UMB Purchasing Card	Discount School Supplies, Sound Equipment	CRCF	861.43
UMB Purchasing Card	URISA annual dues	ITF	175.00
United Way of Weld Cty	employee donation	GF	30.00
USA Bluebook	books/supplies	SF	605.91
USA Mobility	On-call pager service	GF	13.33
Utility Notification Center	location transmissions	WF	191.59
Valdez, Alfredo	CDL license/permit reimbursement	FMF	49.00
Verizon	wireless phone svc	GF	1,211.89
Verizon	cellular telephone svc	CRCF	29.36
Verizon	cellular telephone svc	SF	40.01
Verizon	cellular telephone svc	ITF	40.01
Vermont Systems	2013 Annual Maint Contract	GF	5,484.00
Vestas Blades America Inc	Water refund 2012	WF	13,938.52
Vestas Blades America Inc	Water refund 2012	WF	3,600.53
Vestas Blades America Inc	sewer refund 2012	SF	799.22
Vestas Blades America Inc	Storm Drain Refund 2012	SDF	909.78
Victory Sales	program shirts	GF	2,133.00
Victory Sales	program shirts	CRCF	1,089.00
Victory Sales	shirts	GF	383.00
Vision Svcs Plan Insurance Co	employer's share vision insurance	GF	1,764.48
Vombar, Ben	Water refund 2012	WF	41.58
Vombar, Ben	sewer refund 2012	SF	20.00
Vombar, Ben	Storm Drain Refund 2012	SDF	2.20
W. W. Grainger	post guards	GF	307.76
W. W. Grainger	lamps CRC	FS	82.20
Wambolt, Margaret	Water refund 2012	WF	13.07
Wambolt, Margaret	sewer refund 2012	SF	20.00
Wambolt, Margaret	Storm Drain Refund 2012	SDF	4.59
Weld County Clerk & Recorder	weed/brush abatement	GF	22.00
Weld County Drug Task Force	municipal court collection	GF	1,260.00
Weld County School Dist RE4	bus svc on early release days	GF	378.08
Weld County School Dist RE4	Joint fuel facility expendature	FMF	755.76
Weld Cty Youth Conservation Corp	Windsor trail project	CTF	2,700.00
Well Being	Cooking classes	GF	65.80
Wendler, Dwayne	Water refund 2012	WF	57.90
Wendler, Dwayne	sewer refund 2012	SF	40.00
Wendler, Dwayne	Storm Drain Refund 2012	SDF	8.90
Western Material Handling	service on lift	FMF	205.62
Westlind, Shane	Water refund 2012	WF	123.20
Westlind, Shane	sewer refund 2012	SF	100.00
Westlind, Shane	Storm Drain Refund 2012	SDF	26.80
Wilson, Donald	sewer refund 2012	SF	20.00

VENDOR	DESCRIPTION	FUND	AMOUNT
Wilson, Donald	Storm Drain Refund 2012	SDF	6.12
Wilson, Jerry	Storm Drain Refund 2012	SDF	11.00
Windsor Hardware (ACE)	tools/supplies/lumber	GF	386.67
Windsor Hardware (ACE)	supplies/tools	SF	265.27
Windsor Hardware (ACE)	supplies/parts	FS	327.69
Windsor Severance Fire Rescue	Fire dept bldg permit fees	GF	13,510.00
Wireless Advanced Comm	radio/camera repair	FMF	5,907.50
Wireless Advanced Comm	annual svc agreement/FCC license renewal	GF	5,695.00
Wireless Advanced Comm	travel chargers	FMF	251.22
Woest, Neill	Water refund 2012	WF	25.10
Woest, Neill	sewer refund 2012	SF	20.00
Woest, Neill	Storm Drain Refund 2012	SDF	4.90
Wohlrs, Mark	Storm Drain Refund 2012	SDF	7.65
Xcel Energy	utilities	GF	32,199.36
Xcel Energy	utilities	CRCF	7,130.97
Xcel Energy	utilities	SF	419.05
Xcel Energy	utilities	GF	3,537.45
Xcel Energy	utilities	KERN	31.37
Xcel Energy	utilities	GF	19.69
Xcel Energy	utilities	SF	195.56
Xerox	copier maintenance	ITF	3,003.06
Youth & Family Connections	allocated contribution	GF	7,500.00
Zep Sales & Svc	supplies	FMF	391.86
Zexhags Inc	Cleaning of AHC	GF	410.00
Zexhags Inc	AHD cleaning	GF	50.00
Zexhags Inc	cleaning	GF	100.00
Zumwalt, David	Storm Drain Refund 2012	SDF	5.07
	TOTAL CASH DISBURSED		1,448,602.48
	PAYROLL (wages/ 2 pay periods)		308,201.27
	TOTAL		1,756,803.75

TOWN OF WINDSOR

RESOLUTION NO. 2013-09

A RESOLUTION APPROVING AND ACCEPTING A DEED OF DEDICATION FOR RIGHT-OF-WAY KNOWN AS “TRACT A” WITHIN THE GREAT WESTERN INDUSTRIAL PARK SUBDIVISION SEVENTH FILING WITHIN THE TOWN OF WINDSOR, COLORADO

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

WHEREAS, the Town is responsible for a system of public roadways within its corporate limits; and

WHEREAS, in keeping with sound land use practices, the Town requires the dedication of road right-of-way in conjunction with the development of land within the Town; and

WHEREAS, in conjunction with the Town’s approval of the Great Western Industrial Park Subdivision Seventh Filing (“Subdivision”), the Town required the developer to dedicate what is known as “Tract A” within the Subdivision as right-of-way for public roadway purposes; and

WHEREAS, the Tract A right-of-way is intended as a further southward extension of Great Western Drive within the Subdivision; and

WHEREAS, the developer has tendered a Deed of Dedication for Right-of-Way dated January 25, 2013 (“Deed of Dedication”), a copy of which is attached hereto and incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town Board has reviewed the Deed of Dedication and has concluded that its approval and acceptance is in the public interest.

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

Section 1. The attached Deed of Dedication for Right-of-Way dated January 25, 2013, is hereby approved and accepted.

Section 2. The Mayor is hereby authorized to execute the Acceptance section of the attached Deed of Dedication on behalf of the Town.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 11th day of February, 2013.

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

OTTENJOHNSON
ROBINSON NEFF + RAGONETTI_{PC}

January 29, 2013

AMANDA SMITH GREENBERG
303 575 7523
AGREENBERG@OTTENJOHNSON.COM

VIA FEDEX

Ian D. McCargar
Town Attorney, Windsor
Frey McCargar & Plock, LLC
131 Lincoln Avenue, Suite 100
Fort Collins, CO 80524

Dear Ian:

Enclosed is the Deed for Dedication of Tract A executed by our client along with a fully-executed Lender's Consent. Please have the appropriate representatives of the Town sign the Deed as indicated, record both the Deed and the Lender's Consent in the real property records of Weld County, and return a recorded copy in the enclosed, self-addressed stamped envelope. If you have any questions, please contact me. Thank you.

Very truly yours,



Amanda Smith Greenberg
for the Firm

ASG/cc
Enclosures
cc: Clay Drake

1035493.1

ACCEPTANCE

The Town of Windsor hereby accepts the above Deed of Dedication for Right-of-Way for municipal purposes as defined herein.

Dated this ____ day of _____, 2013.

TOWN OF WINDSOR, COLORADO
a Colorado municipality

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

APPROVED AS TO FORM:

Ian D. McCargar, Town Attorney

LENDER CONSENT TO DEED OF DEDICATION FOR RIGHT OF WAY

Dedication of Tract A

**Great Western Industrial Park Subdivision Seventh Filing Subdivision Plat
Recorded at Reception #3849231 on May 30, 2012
Weld County, Colorado**

First National Bank, f/k/a Union Colony Bank being the beneficiary of the Deed of Trust recorded July 16, 2007, in the real property records of Weld County Colorado (the "Records") at Reception No. 3452578 (as amended, the "Deed of Trust"), which encumbers the "Property" (defined in the Great Western Annexation Agreement), or a portion thereof, for itself and its successors and assigns hereby consents and agrees that its rights under the Deed of Trust are subject to the terms and provisions of that certain Deed of Dedication for Right of Way, dedicating to the Town of Windsor, Colorado (the "Town"), "Tract A," as Tract A is depicted in the Great Western Industrial Park Subdivision Seventh Filing subdivision plat recorded at Reception #3849231 on May 30, 2012 in the Records (the "Deed"). First National Bank, f/k/a Union Colony Bank for itself and its successors and assigns agrees that in the event of a foreclosure of the Deed of Trust (or deed in lieu of foreclosure) against any portion of the Property that such foreclosure or deed in lieu will not affect the terms and provisions of the Deed, which, notwithstanding such foreclosure or deed in lieu of foreclosure, shall remain in full force and effect.

First National Bank, f/k/a Union Colony Bank

By: *Roch Schmitz*
Name: *Roch Schmitz*
Title: *Vice President*

STATE OF COLORADO)
) ss.
COUNTY OF *WELD*)

The foregoing Lender Consent was acknowledged before me this *22* day of *January* 2013, by *Roch Schmitz* as *Vice President* of First National Bank, f/k/a Union Colony Bank, a Colorado corporation.

My commission expires: *5.22.2014*.

Witness my hand and official seal.



Natalie Schmitz
Notary Public

TOWN OF WINDSOR

RESOLUTION NO. 2013-09

A RESOLUTION APPROVING AND ACCEPTING A DEED OF DEDICATION FOR ACCESS, EGRESS AND UTILITIES EASEMENT WITHIN A PORTION OF LOT 2, WESTWOOD VILLAGE SUBDIVISION, THIRD FILING, IN THE TOWN OF WINDSOR, COLORADO

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

WHEREAS, the Town is responsible for a system of utilities, public access and public egress routes within its corporate limits; and

WHEREAS, in keeping with sound land use practices, the Town requires the dedication of easements for such public purposes in conjunction with the development of land within the Town; and

WHEREAS, in conjunction with the Town’s approval of the site plan for development of Lot 2, Westwood Village Subdivision, Third Filing, (“Site”), the Town required the developer to dedicate a combined access, egress and public utilities easement public use; and

WHEREAS, the dedication of the easement is intended to promote vehicular and pedestrian traffic flow within this commercial area; and

WHEREAS, the developer has tendered a Deed of Dedication for Access, Egress and Utilities easement dated January 29, 2013 (“Deed of Dedication”), a copy of which is attached hereto and incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town Board has reviewed the Deed of Dedication and has concluded that its approval and acceptance is in the public interest.

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

Section 1. The attached Deed of Dedication for Access, Egress and Utilities Easement dated January 29, 2013, is hereby approved and accepted.

Section 2. The Mayor is hereby authorized to execute the Acceptance section of the attached Deed of Dedication on behalf of the Town.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 11th day of February, 2013.

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Upon recording return to:
Town of Windsor, Colorado
301 Walnut Street
Windsor, CO 80550

DEED OF DEDICATION FOR ACCESS, EGRESS AND UTILITIES EASEMENT

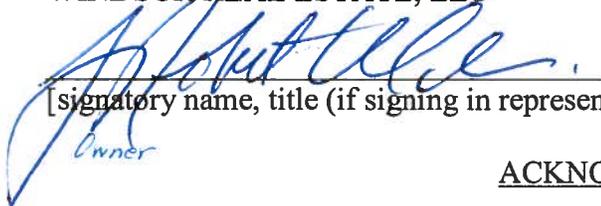
KNOW ALL MEN BY THESE PRESENTS:

The undersigned, WINDSOR REAL ESTATE, LLC, a limited liability company organized under the laws of the State of Colorado ("Grantor"), for valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby dedicate, grant, transfer and convey to the TOWN OF WINDSOR, COLORADO, a Colorado home rule municipal corporation ("Town"), a perpetual non-exclusive access, egress and utilities easement for public and municipal purposes on, over, across, under, along and within the real property located in Weld County, Colorado ("County") as described in the legal description and sketch depiction attached hereto as Exhibit A ("Property"), which is incorporated herein by this reference as if set forth fully, together with all appurtenances thereto. Grantor warrants title to the same, free and clear of all liens and encumbrances, subject to reservations and exceptions of record.

Acceptance of this conveyance by the Town shall not impose upon the Town any obligation for opening, widening, installation, improvement or maintenance of the Property, which obligation shall arise, if at all, by separate action of the Town Board of the Town.

DATED this 29 day of January, 2013.

WINDSOR REAL ESTATE, LLC


[signatory name, title (if signing in representative capacity)
Owner

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss:
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 29 day of January, 2013, by J Robert Wilson, in his/her capacity as Owner, of WINDSOR REAL ESTATE, LLC

Witness my official hand and seal. My commission expires 1/29/14.



Nancy K Lindemood
Notary Public

ACCEPTANCE

The Town of Windsor hereby accepts the above Deed of Dedication for Access, Egress and Utilities Easement for municipal purposes as defined herein.

Dated this ____ day of _____, 2013.

TOWN OF WINDSOR, COLORADO
a Colorado municipality

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

APPROVED AS TO FORM:

Ian D. McCargar, Town Attorney



**NORTHERN
ENGINEERING**

ADDRESS:
200 S. College Ave. Suite 10
Fort Collins, CO 80524

PHONE: 970.221.4158

FAX: 970.221.4159

WEBSITE:
www.northernengineering.com

DESCRIPTION:

A portion of Lot 2, Westwood Village 3rd Filing located in the Northwest Quarter of Section 20, Township 6 North, Range 67 West of the 6th P.M., Town of Windsor, County of Weld, State of Colorado being more particularly described as follows:

Considering the East line of said Lot 2 as bearing North 00°17'03" West and with all bearings contained herein relative thereto:

COMMENCING at the Southeast corner of said Lot 2; thence along the West line of said Lot 2, North 00°17'03" West, 20.00 feet to the **POINT OF BEGINNING**; thence departing said East line, along a curve concave to the north having a central angle of 01°01'42" with a radius of 120.09 feet, an arc length of 2.16 feet and the chord of which bears South 89°42'57" West, 2.16 feet; thence along a curve concave to the northeast having a central angle of 30°00'00" with a radius of 212.50 feet, an arc length of 111.26 feet and the chord of which bears North 75°17'03" West, 110.00 feet; thence, North 60°17'03" West, 123.12 feet; thence along a curve concave to the southwest having a central angle of 30°00'00" with a radius of 39.50 feet, an arc length of 20.68 feet and the chord of which bears North 75°17'03" West, 20.45 feet; thence, South 89°54'18" West, 31.35 feet to a point on the West line of said Lot 2; thence along said West line, North 00°05'42" West, 25.00 feet; thence departing said West line, North 89°54'18" East, 31.31 feet; thence along a curve concave to the southwest having a central angle of 29°57'32" with a radius of 64.50 feet, an arc length of 33.73 feet and the chord of which bears South 75°15'49" East, 33.34 feet; thence, South 60°17'03" East, 123.12 feet; thence along a curve concave to the northeast having a central angle of 29°59'02" with a radius of 187.50 feet, an arc length of 98.12 feet and the chord of which bears South 75°16'34" East, 97.01 feet; thence along a curve concave to the north having a central angle of 00°00'52" with a radius of 8,726.19 feet, an arc length of 2.21 feet and the chord of which bears North 89°28'30" East, 2.21 feet to a point on the East line of said Lot 2, thence along said East line, South 00°17'03" East, 25.01 feet to the **POINT OF BEGINNING**, containing 7,213 square feet, more or less.

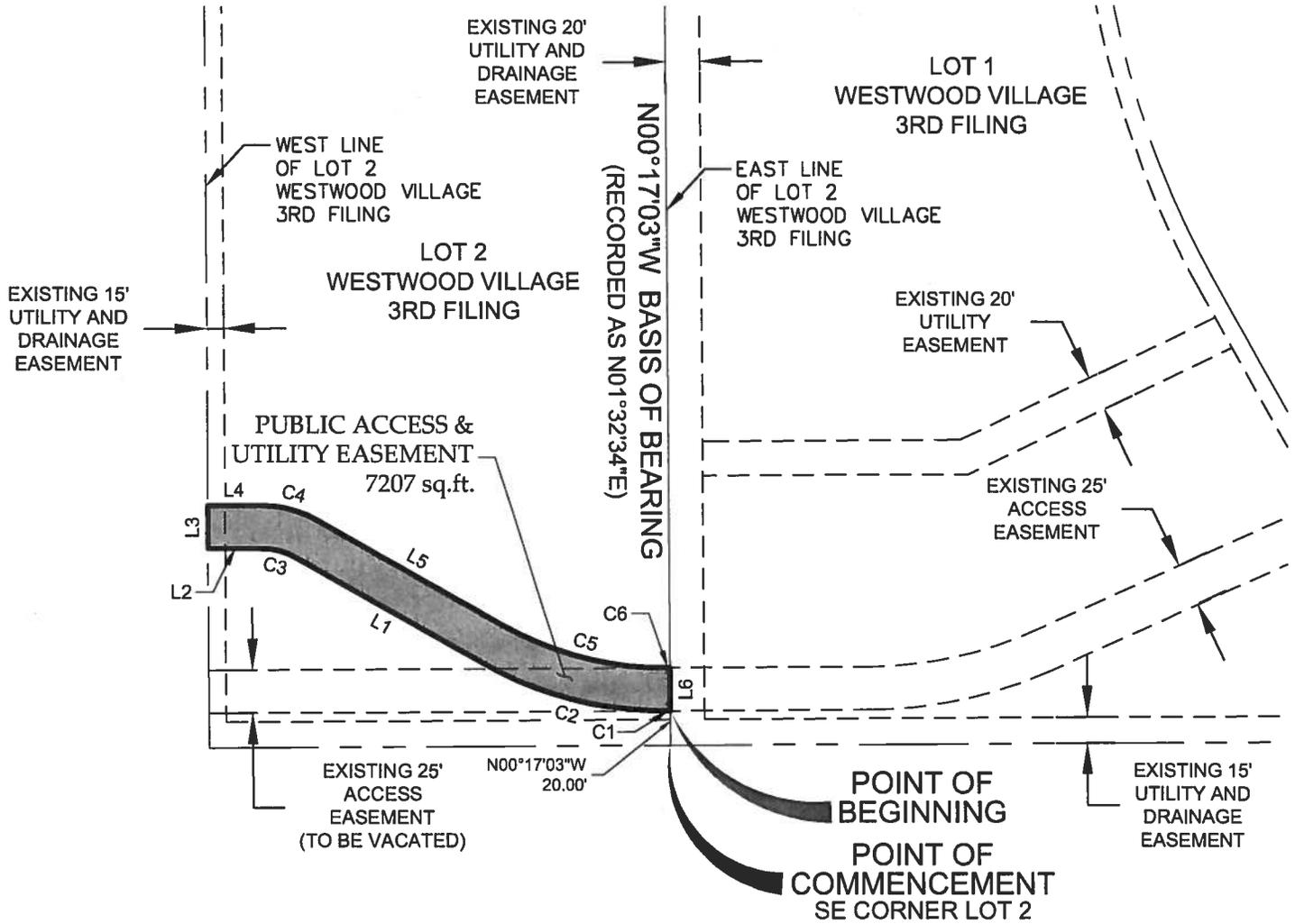
CNS

August 2, 2012

C:\Engineer\Projects\837-001\Dwg\Exhibits\483-001 Utility Description.doc

EXHIBIT

A PORTION OF LOT 2, WESTWOOD VILLAGE 3RD FILING LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO



LINE TABLE		
LINE	LENGTH	BEARING
L1	123.12'	N60°17'03"W
L2	31.07'	S89°54'24"W
L3	25.00'	N00°17'03"W
L4	31.11'	N89°54'22"E
L5	123.12'	S60°17'03"E
L6	25.00'	S00°17'03"E

Curve Table					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	1°01'42"	120.09'	2.16'	S89°43'19"W	2.16'
C2	30°00'00"	212.50'	111.26'	N75°17'03"W	110.00'
C3	30°00'00"	39.50'	20.68'	N75°17'03"W	20.45'
C4	29°57'32"	64.50'	33.73'	S75°15'49"E	33.34'
C5	29°59'02"	187.50'	98.12'	S75°16'34"E	97.01'
C6	1°15'54"	100.00'	2.21'	N89°42'58"E	2.21'

SCALE
1" = 100'



**NORTHERN
ENGINEERING**

200 S College Avenue, Suite 10
Fort Collins, Colorado 80524

PHONE: 970.221.4158 FAX: 970.221.4159
www.northernengineering.com



MEMORANDUM

Date: February 11, 2013
To: Mayor and Town Board
Via: Regular meeting packets
From: Ian D. McCargar, Town Attorney
Re: Resolution accepting emergency access license agreement
Item #: B.5.

Background / Discussion:

Under the terms of the subdivision development agreement for the Great Western Industrial Park ("GWIP") Subdivision, Seventh Filing, the Town required the developer to dedicate an emergency access route, the purpose of which was to assure that emergency responders could reach the portion of the GWIP that lies south of the rail line via State Highway 257 to the west. The Seventh Filing opened significant land area south of the tracks, and the need for a separate access is a source of concern in the event a train blocks access from the north via Great Western Drive.

Attached is a License Agreement which accomplishes this purpose, together with a Resolution accepting it. The License Agreement is akin to an easement, but was offered to avoid confusion with existing access easements and cross-easements between the Broe Land group and Carestream. This License Agreement is seen as an interim measure, as the parties at some point expect that Great Western Drive will connect to an eastern extension of Crossroads Boulevard at some point.

Financial Impact: None.

Relationship to Strategic Plan: Residents Feeling Safe and Secure Throughout Windsor; quality development through managed growth

Recommendation: Adopt attached Resolution (simple majority required).

Attachments:

LICENSE AGREEMENT;

RESOLUTION APPROVING AND ACCEPTING A LICENSE AGREEMENT FOR AN EMERGENCY ACCESS ROUTE SERVING THE GREAT WESTERN INDUSTRIAL PARK WITHIN THE TOWN OF WINDSOR, COLORADO

TOWN OF WINDSOR

RESOLUTION NO. 2013-11

A RESOLUTION APPROVING AND ACCEPTING A LICENSE AGREEMENT FOR AN EMERGENCY ACCESS ROUTE SERVING THE GREAT WESTERN INDUSTRIAL PARK WITHIN THE TOWN OF WINDSOR, COLORADO

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

WHEREAS, the Town is responsible for a system of utilities, public access and public egress routes within its corporate limits; and

WHEREAS, in keeping with sound land use practices, the Town requires the dedication of easements and similar legal interests for such public purposes in conjunction with the development of land within the Town; and

WHEREAS, in conjunction with the Town’s approval of the Great Western Industrial Park Subdivision, Seventh Filing, the Town required the developer to dedicate an emergency access route intended to serve the Great Western Industrial Park from a western terminus at State Highway 257; and

WHEREAS, the dedication of the emergency access route is intended to facilitate public safety service within this growing industrial area; and

WHEREAS, the developer has tendered a License Agreement (“License Agreement”), a copy of which is attached hereto and incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town Board has reviewed the License Agreement and has concluded that its approval and acceptance is in the public interest.

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

Section 1. The attached License Agreement is hereby approved and accepted.

Section 2. The Mayor is hereby authorized to execute the Acceptance section of the attached License Agreement on behalf of the Town.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 11th day of February, 2013.

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "**Agreement**") is entered into by and between BROE LAND ACQUISITIONS II, LLC, a Colorado limited liability company, BROE LAND ACQUISITIONS 10, LLC, a Colorado limited liability company and WINDSOR RENEWAL I, LLC, a Colorado limited liability company (collectively "**Owner**") and THE TOWN OF WINDSOR, COLORADO (the "**Town**") to be effective as of February ____, 2013 (the "**Effective Date**").

RECITALS

This Agreement is made with respect to the following facts:

A. Owner is the holder of certain real property interests in the Great Western Industrial Park, County of Weld, State of Colorado located in, along and adjacent to that certain private road commonly known as Poudre Trail Drive (collectively, "**Owner's Property Interests**").

B. The Town desires to confirm a right of emergency access for emergency vehicular ingress and egress ("**Emergency Access**") over and across portions of Owner's Property Interests in and along Poudre Trail Drive, as depicted on Exhibit A attached hereto (the "**Emergency Access Route**").

C. Owner has agreed to grant the Town a license for Emergency Access along the Emergency Access Route pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, incorporating and in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the Town agree as follows:

1. Grant of License. As of the Effective Date, Owner hereby expressly grants the Town and all emergency responders acting in their official capacities permission and a license (the "**License**"), over and across the Emergency Access Route for the sole purpose of Emergency Access to and from State Highway #257.

2. Subject to Superior Interests. The Town's interest, as licensee, under this Agreement shall be subject and subordinate to any and all prior or superior rights of record in and to the Emergency Access Route.

3. Use of the Emergency Access Route. The Town will:

(a) Use the Emergency Access Route in accordance with the terms and conditions of Owner's rights to use such Emergency Access Route pursuant to easements of record as of the Effective Date.

(b) Not permit any liens to be filed in, along or against the Emergency Access Route.

(c) Exercise reasonable care to avoid or minimize any resulting damage to the Emergency Access Route, or any disturbance of or interference with the use or enjoyment thereof.

(d) To the extent Emergency Access causes any damage to or physical alteration of the land along the Emergency Access Route, promptly restore such land to substantially the same condition in which it existed prior to the Emergency Access.

(e) Assume any risk related to the purpose for which the License is granted, and does hereby release and discharge Owner from any liability for loss, damage, destruction or injury arising out of or related to Emergency Access.

4. Reservation by Owner. Owner reserves the right to use the Emergency Access Route for purposes that will not interfere with, limit, or be inconsistent with Emergency Access.

5. Revocability. This Agreement shall be irrevocable, except upon the express written consent of Owner and the Town. Further, should the future development of public roadways provide emergency access via public roadways into and out of the Great Western Industrial Park from the southern terminus of Great Western Drive, the parties agree this Agreement shall be rendered unnecessary, in which case the License shall be deemed revoked with the consent of Owner and the Town.

6. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the fifth (5th) business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows:

If to Owner, to:

Broe Land Acquisitions II, LLC
252 Clayton Street, 4th Floor
Denver, Colorado 80206
Attention: Rich Montgomery
Email: rmontgomery@broe.com

Copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Amanda S. Greenberg
Email: agreenberg@ottenjohnson.com

If to the Town, to:

Town of Windsor
301 Walnut Street
Windsor, Colorado 80550
Attention: Kelly Arnold, Town Manager
Email: karnold@windsorgov.com

Copies to:

Joseph P. Plummer, Director of Planning
Town of Windsor
301 Walnut Street
Windsor, Colorado 80550
Email: jplummer@windsorgov.com

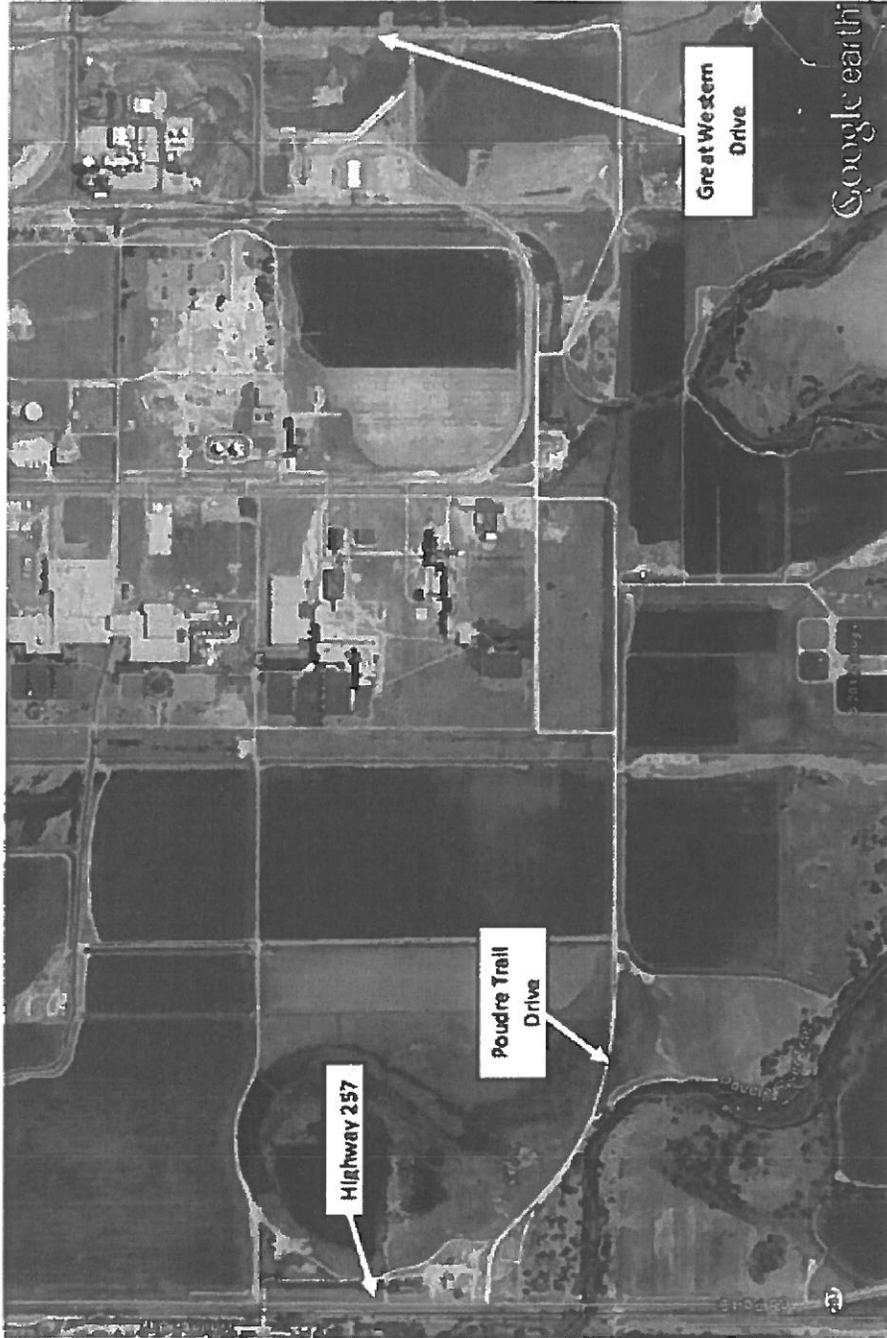
Ian D. McCargar, Esq.
Town Attorney
Historic Harmony Mill
131 Lincoln Ave., Suite 100
Fort Collins, CO 80524
Email: ian@freymccargar.com

or to such other address of which, or such other person of whom, any party notifies the other for such purpose in accordance with this Section 5.

7. Governing Law; Counterparts. This Agreement is governed by and construed in accordance with the laws of the State of Colorado. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

EXHIBIT A
(Depiction of Emergency Access Route)





MEMORANDUM

Date: February 11, 2013
To: Mayor and Town Board
Via: Regular meeting packets
From: Ian D. McCargar, Town Attorney
Re: Resolution approving site plan development agreement (Blue Water Resources)
Item #: B.6.

Background / Discussion:

The *Winsor Municipal Code* requires that an agreement be reached between the Town and the owner of any parcel of land proposed for administrative site plan approval. Although the site plan itself is approved by Planning staff, the site plan agreement requires Town Board approval, in order that the Mayor may act on the Town's behalf when signing it.

The owner of Lot 1 and Lot 2 of the Great Western Industrial Park 4th Filing has proposed the Blue Water Resources water transfer facility for a portion of the property. The attached Site Plan Development Agreement contains the terms of development and use of the land in keeping with the requirements of the Code.

Financial Impact: None.

Relationship to Strategic Plan: Quality development through managed growth

Recommendation: Adopt attached Resolution (simple majority required).

Attachments:

SITE PLAN DEVELOPMENT AGREEMENT, Blue Water Resources Water Transfer Facility (a Portion of Lot 1 and Lot 2, Great Western Industrial Park 4th Filing);

RESOLUTION APPROVING AND ACCEPTING A SITE PLAN DEVELOPMENT AGREEMENT FOR A PORTION OF LOT 1 AND LOT 2, BLOCK 3, OF THE GREAT WESTERN INDUSTRIAL PARK SUBDIVISION, FOURTH FILING, WITHIN THE TOWN OF WINDSOR, COLORADO

TOWN OF WINDSOR

RESOLUTION NO. 2013-12

A RESOLUTION APPROVING A SITE PLAN DEVELOPMENT AGREEMENT FOR A PORTION OF LOT 1 AND LOT 2, BLOCK 3, OF THE GREAT WESTERN INDUSTRIAL PARK SUBDIVISION, FOURTH FILING, WITHIN THE TOWN OF WINDSOR, COLORADO

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

WHEREAS, the Town has in place a comprehensive system of land use regulation, the purpose of which is the protection of the public health, safety and welfare; and

WHEREAS, the Great Western Industrial Park Subdivision, Fourth Filing (“Subdivision”) has received final plat approval by the Town Board; and

WHEREAS, the owner/developer of the Subdivision’s Lot 1 and Lot 2, Block 3 (“Property”), has proposed development within the Property in accordance with a Site Plan subject to administrative approval in accordance with the *Windsor Municipal Code*; and

WHEREAS, the Town and the owner/developer of the Property have negotiated the attached Site Plan Development Agreement, Great Western Industrial Park Subdivision Fourth Filing, Blue Water Resources Water Transfer Facility (“Site Plan Agreement”), which is incorporated herein by this reference as if set forth fully; and

WHEREAS, the Site Plan Agreement meets the requirements of the *Windsor Municipal Code* with respect to the construction of improvements and industrial uses within the Property; and

WHEREAS, the Site Plan Agreement and has been reviewed by the Town Board in accordance with applicable planning criteria.

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

1. The attached Site Plan Development Agreement is hereby approved.
2. The Mayor is hereby authorized to execute the Site Plan Development Agreement on behalf of the Town.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 11th day of February, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

**SITE PLAN DEVELOPMENT AGREEMENT
GREAT WESTERN INDUSTRIAL PARK 4TH FILING**

Blue Water Resources Water Transfer Facility

(A portion of Lot 1 and Lot 2, Block 3 of the Great Western Industrial Park 4th Filing)

THIS SITE PLAN AGREEMENT, hereinafter "Agreement", is made and entered into this 5th day of February, 2013, by and between the TOWN OF WINDSOR, a Colorado home rule municipality ("Town"), and BROE LAND ACQUISITIONS 10, LLC, a Colorado limited liability company ("Developer").

WITNESSETH:

WHEREAS, the *Windsor Municipal Code* provides that approval of site plans is necessary to ensure that the existing neighborhood character is protected, and detrimental impacts are minimized; and

WHEREAS, the Developer has requested administrative site plan approval of a site plan (the "Site Plan") for a project known as the Blue Water Resources Water Transfer Facility, located within a portion of Lot 1 and Lot 2, Block 3 of the Great Western Industrial Park 4th Filing, on land more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, by the terms of this Agreement, the Developer and the Town desire to set forth their mutual intentions and obligations with regard to certain matters, including but not limited to, the construction of public improvement and the issuance of building permits and certificates of occupancy;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, PAYMENTS AND PERFORMANCES OF THE PARTIES HERETO, THE PARTIES AGREE AS FOLLOWS:

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

1. Interest of the Developer. The Developer represents that it has an equitable or a legal interest in the Property and that all other persons holding legal or equitable interest in the Property are bound by this Agreement. To the extent that there are other persons holding legal or equitable interests in the Property, their signatures and consent to the within terms appear below.

2. Intent of the Parties. In order to achieve the development of the Property and for the provision of public services, public uses, and infrastructure, all in the promotion of the health, safety and welfare of the Town and its citizens, the parties desire to enter into this Agreement relating to the Property in conformance with the provisions of the *Windsor Municipal Code* and Colorado Law.

3. Performance by the Developer.

- a. **Issuance of Building Permits.** It is understood and agreed between the parties that no building permit shall be issued by the Town until the following conditions have been met and satisfied by the Developer:
1. Payment in lieu of dedication of water rights, if applicable to the Site Plan, the amount and nature of which shall be in accordance with the provisions of the *Windsor Municipal Code*.
 2. Payment in full of all building permit fees, impact fees, and all other development fees and charges in effect and applicable to the Site Plan pursuant to the *Windsor Municipal Code* at the time the building permit application is deemed complete. Such fees and charges shall be as set forth in the *Windsor Municipal Code* and may include, but shall not be limited to, storm drainage fees, road impact fees, and water and sewer plant investment fees
 3. Compliance with the requirements of the *Windsor Municipal Code* pertaining to the posting of a letter of credit or a performance bond, or opening an escrow account or other similar security in favor of the Town to assure the completion of public improvements, if any. Such security shall be posted prior to the commencement of construction of public improvements intended or scheduled for dedication to the Town, if any. In the event Developer elects to provide an irrevocable letter of credit in satisfaction of the obligation of security set forth in this section, then said letter of credit will be on a form substantially similar to that set forth in Exhibit B attached hereto and incorporated herein by this reference.
 4. The Developer shall provide to the Director of Planning a certified copy of a compact disk (CD) or other electronic data storage format as approved by the Town which shall contain the information exactly as is contained within the Site Plan as finally approved by the Town. The CD shall be (1) formatted and certified in accordance with the Town's requirements, and (2) first approved by the Town's Geographic Information Systems (GIS) technician. Any CD or other approved digital media submitted pursuant to this Agreement shall conform to all requirements of the Town's then-current Electronic Document Submittal Standards, a copy of which are maintained by the Director of Planning. Incomplete or inaccurate CDs and CDs that are not certified will not be accepted.
 5. Developer shall submit translucent original Mylars as required by Section 17-9-20(8)(b) of the *Windsor Municipal Code* to the Director of Planning.
- b. **Issuance of Certificates of Occupancy.** It is understood and agreed that no certificate of occupancy shall be issued by the Town until the following conditions have been met and satisfied by the Developer:

1. As-built drawings of all construction shown on the Site Plan, including a grading certification reflecting the as-built completed grading of the site.
2. Completion and approval of all developer requirements under the Site Plan, Grading and Erosion Plan, Utility Plan and Landscape Plan for the Property, if applicable. If the certificate of occupancy for the principal structure is requested during a normal planting season, installation of all improvements on any approved landscape plan shall be complete and shall require inspection and approval from the Parks, Recreation and Culture Department prior to the issuance of a final Certificate of Occupancy. If such certificate is requested during a non-planting season, or in the opinion of the Town's forester, the weather does not permit the installation of the required landscaping or irrigation system, a temporary certificate of occupancy may be issued conditioned upon the Developer posting with the Town a letter of credit or performance bond or setting up an escrow account or other similar security covering one hundred ten percent (110%) of the cost of the installation of the landscaping and any underground irrigation system. The terms of the temporary certificate of occupancy shall require that the Developer complete construction of the irrigation system and installation of the required landscaping no later than the end of the planting season following the issuance of the temporary certificate of occupancy. The amount of the security shall be approved by the Town's forester and shall be based upon estimated costs furnished to Developer by a licensed landscaping contractor prepared upon the landscaping contractor's business forms, and shall include an itemization for any underground irrigation system, as well as the other landscaping elements of the Landscape Plan.
3. Completion and approval of any onsite drainage system required for the Property.
4. Developer's execution and delivery of an Easement for Access, Egress and Utilities, with legal description incorporated therein, in the form substantially identical to Exhibit C attached hereto.

4. General Construction Requirements. All public improvements, if any, as set forth on the Site Plan, shall be installed and constructed as plotted and detailed on the plans approved by the Town and in accordance with the *Windsor Municipal Code* and other design standards and specifications of the Town. No changes shall be made without first obtaining written approval from the Town's Director of Engineering. Developer will secure a Certificate of Occupancy as required under the *Windsor Municipal Code* prior to conducting on the Property the uses contemplated by the Site Plan.

5. Acceptance Procedure for Public Improvements. The parties acknowledge that under the Site Plan there may be certain improvements constructed pursuant to this Agreement that are not scheduled for dedication to the Town. However, to the extent that the Site Plan identifies and requires the construction of any public improvements, such public improvements are set

forth in Exhibit D attached hereto and incorporated herein by this reference (collectively, the "Public Improvements"). The following provisions shall apply to the procedures by which any such Public Improvements will undergo construction acceptance and final acceptance:

- a. **Inspection and Testing.** At all times during the construction of the Public Improvements, the Town shall have the right to test and inspect or to require testing and inspection of material and work at the Developer's expense. Any material or work that does not conform to the approved plans and specifications shall be removed and replaced to the satisfaction of the Town's Director of Engineering at the Developer's expense within ten (10) days of receipt of written notice.
- b. **Construction Acceptance of Public Improvements and Warranty Period.** Upon completion of construction of the Public Improvements in accordance with the terms and conditions of this Agreement, the Developer shall submit a written request of Construction Acceptance of the Public Improvements to the Director of Planning. Within a reasonable time following such written request by the Developer, but in no event more than thirty (30) days thereafter, the Town shall inspect the improvements in accordance with the relevant provisions of the *Windsor Municipal Code*. Upon Town inspection and confirmation that the Developer has complied with all Town Construction Acceptance requirements, the Town shall issue a letter or Certificate of Construction Acceptance. Before obtaining Construction Acceptance of any improvement, the Developer shall present to the Town valid lien waivers, or an alternative thereto acceptable to the Town, from all persons providing materials or performing work on the improvements for which certification is sought. Certification by the Town for Construction Acceptance purposes does not constitute a waiver by the Town of the right to require Developer compliance with the Town's Construction Standards and Specifications as a result of defects in or failure of any improvement that is detected or that occurs following such certification. The Warranty Period shall commence upon the date certification of Construction Acceptance is issued by the Town.

The Town shall provide timely notice to the Developer whenever inspection reveals that an improvement does not conform to the Construction Standards and Specifications of the Town, is not constructed in accordance with the approved public improvement plan, or is otherwise defective. The Developer shall have thirty (30) days from the issuance of such notice to cure or substantially cure the defect. The Town may not declare a default under this Agreement during the 30-day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect, or because of health, safety and welfare concerns, the Town deems it necessary to act immediately.

The Developer warrants that the Public Improvements, if any, will be free from defects for a period of one (1) year from the date of construction acceptance by the Town. Said period is hereinafter referred to as "Warranty Period". The

Developer shall be responsible for the maintenance and repair of all Public Improvements during the Warranty Period.

- c. **Maintenance prior to final acceptance.** During the period between Construction Acceptance and Final Acceptance of the Public Improvements, the Developer shall, at its own expense, make all repairs or replacements due to defective materials or workmanship which, in the opinion of the Town's Director of Engineering, are necessary. If, within ten (10) days after the Developer's receipt of written notice from the Town requesting such repairs or replacements, the Developer shall not have undertaken with due diligence to make such repairs or replacements, the Town may make such repairs or replacements at the Developer's expense, and, in addition to said repair and replacement costs, the Developer shall also be assessed a maintenance surcharge payable to the Town in an amount equal to ten percent (10%) of said repair and replacement costs. In case of any emergency, such written notice may be waived.
- d. **Final acceptance.** In accordance with the applicable provisions of the *Windsor Municipal Code* regarding final acceptance, the Developer shall dedicate to the Town the Public Improvements required on the Site Plan. In further accordance with the provisions of the *Windsor Municipal Code* concerning final acceptance, the Town shall finally accept the dedication of any validly-certified improvement within thirty (30) days of the Developer's offer to finally dedicate the improvement. No offer of final dedication shall occur until the expiration of the Warranty Period described herein. The Town's final acceptance of dedication is expressly conditioned upon Developer providing sufficient evidence that there are no liens, encumbrances, or other restrictions on the improvement unacceptable to the Town in its reasonable judgment.
- e. **Temporary Certificates of Occupancy.** The Town will, in its discretion, consider issuing temporary certificates of occupancy for the Property prior to the completion and acceptance of the Public Improvements. The issuance of such temporary certificates shall set forth a schedule for the completion and acceptance of such Public Improvements.
- f. **Town not responsible for certain infrastructure.** With the exception of the 12-inch water main and 8-inch sewer main located within the utility easement granted to the Town pursuant to the approved Site Plan, the Town shall have no responsibility for operations or maintenance of water lines, fire hydrants and sanitary sewer facilities which fall outside of Town rights-of-way within the Property. The Town shall have no responsibility for maintenance of any storm drainage facilities, including detention vessels, within the Property. Nothing in this sub-paragraph shall be construed as denying the Town the authority to inspect and monitor such facilities for compliance with the requirements of the *Windsor Municipal Code* and the Town's applicable standards for such facilities.

6. Waste Dumping Prohibited. Developer agrees that it will not direct, authorize or perform the dumping or deposit of waste (including but not limited to liquids contaminated with

hydrocarbons) in amounts that exceed that which is permitted by law within the Property. Developer acknowledges that the Certificate of Occupancy may be revoked in the event Developer dumps or deposits waste on the site and such prohibited dumping is not ceased and corrected following reasonable notice and cure periods. As more particularly set forth on the Site Plan, Developer has agreed to install and maintain "No Dumping" signage on the Property.

7. Miscellaneous Provisions.

- a. **Scope.** This Agreement constitutes the entire agreement between the parties, and no statements, promises or inducements that are not contained in this Agreement shall be binding upon the parties.
- b. **Amendment or Modification.** The parties may amend or modify this Agreement only by written instrument executed by both parties.
- c. **No Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the Town and the Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or acceptance or any improvement.
- d. **Benefits.** This Agreement shall be binding upon and, except as otherwise provided in this Agreement, shall inure to the benefit of the successors in interest, assigns or the legal representatives of the parties hereto. Any right of Developer herein may be assigned and any obligation of Developer herein may be delegated to Developer's successors or assigns, including, but not limited to, one or more metropolitan districts or other quasi governmental entities, provided that Developer provide written notice to the Town of such assignment and, further provided that the Town consents to such assignment, with such consent not to be unreasonably withheld, conditioned or delayed. With the Town's advance consent, the express written assumption of any of the Developer's obligations under this Agreement by its assignee or transferee, shall thereby relieve the Developer of any further obligations under this Agreement with respect to the matter(s) so assumed. There is no prohibition on the rights of the Town to assign its rights under this Agreement. If the Town accepts new security from any developer or lender who obtains the Property, it shall release the original Developer's security. However, no act of the Town shall constitute a release of the original Developer from its liability under this Agreement.
- e. **Third Party Rights.** No person or entity that is not a party to this Agreement shall have any right of action under this Agreement.
- f. **Immunity.** Nothing contained in this Agreement constitutes a waiver of the Town's sovereign immunity under any applicable state law.

- g. **Vested Rights.** By the terms of this Agreement, the Town does not warrant that the Developer is entitled to any vested rights other than those established by the Developer in accordance with the provisions of the *Windsor Municipal Code* or by the laws of the State of Colorado.
- h. **Severability.** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties shall be construed as if the part, term or provision was never part of this Agreement.
- i. **Notice.** Any notice require or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified and return receipt requested, and addressed as follows:

IF TO DEVELOPER: Broe Land Acquisitions 10, LLC
 252 Clayton Street, 4th Floor
 Denver, CO 80206
 Attn: Rich Montgomery

Copy to: Otten Johnson Robinson Neff + Ragonetti
 950 17th Street, Suite 1600
 Denver, CO 80202
 Attn: Amanda Smith Greenberg

IF TO TOWN: Town Manager
 Town of Windsor
 301 Walnut Street
 Windsor, CO 80550

Copies to: Director of Planning
 Town of Windsor
 301 Walnut Street
 Windsor, CO 80550

Ian D. McCargar, Esq.
 Historic Harmony Mill
 131 Lincoln Ave., Suite 100
 Fort Collins, CO 80524

- j. **Applicable Law.** This Agreement shall be interpreted in accordance with Colorado Law.
- k. **Recordation.** The parties agree that their respective obligations hereunder shall be deemed to run with the land. Either party may record a copy of this Agreement in the Clerk and Recorder's Office of Weld County, Colorado.

- l. **Site Plan Approval.** The Town will grant Site Plan approval in accordance with the applicable provisions of the *Windsor Municipal Code*.
- m. **Developer's Rights Upon Default by Town.** In the event of breach or default of this Agreement by the Town, Developer shall be entitled to any and all remedies available at law or equity, including, without limitation, actions for damages and injunctive relief.

[Signatures appear on the following page(s)]

TOWN OF WINDSOR, COLORADO

By: _____
Mayor

ATTEST:

Town Clerk

DEVELOPER:

BROE LAND ACQUISITIONS 10, LLC

A handwritten signature in cursive script, appearing to read "Alex Yeros", is written over a horizontal line.

By: Alex Yeros, Manager

EXHIBIT A
THE PROPERTY
(see attached)

PROPERTY DESCRIPTION
Blue Water Resources Facility Area

A parcel of land being a portion of Lot 1, Block 3 of the Great Western Industrial Park Subdivision Fourth Filing, recorded December 3, 2008 as Reception No. 3592743 of the Records of Weld County, situate within the Northeast Quarter of Section Twenty-six (26), Township Six North (T.6N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), Town of Windsor, County of Weld, State of Colorado, and more particularly described as follows:

BEGINNING at the Southwest corner of Lot 1, Block 3 and assuming the West line of said Lot 1 as bearing North 00°22'26" West a distance of 1051.13 feet with all bearings contained herein relative thereto:

THENCE North 00°22'26" West along the West line of said Lot 1 a distance of 877.93 feet to the Southwesterly sideline of that City of Greeley Waterline Easement as defined within the platting of said Great Western Industrial Park Subdivision Fourth Filing;
THENCE South 30°00'35" East along the Southwesterly sideline of said Waterline Easement a distance of 690.15 feet to the Northerly prolongation of the East line of Lot 2, Block 3 of the Great Western Industrial Park Subdivision Fourth Filing;
THENCE South 00°22'26" East along said Northerly prolongation a distance of 278.06 feet to the South line of Lot 1, Block 3 of the Great Western Industrial Park Subdivision Fourth Filing;
THENCE South 89°37'35" West along said South line a distance of 341.27 feet to the Southwest corner of said Lot 1, Block 3 and the POINT OF BEGINNING.

Said described parcels contain 4.338 acres, more or less.

SURVEYOR'S CERTIFICATE

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

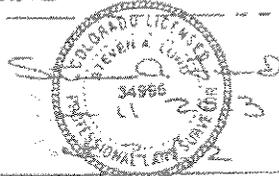


Steven A. Lund on behalf of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #34995

KING SURVEYORS, INC.
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011

EASTMAN PARK DRIVE

LOT 1
BLOCK 3
GREAT WESTERN
INDUSTRIAL PARK
SUBDIVISION
FOURTH FILING



Steven A. Lund - On Behalf Of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #34995

NOTE: This exhibit drawing is not intended to be a
monumented land survey. Its sole purpose is as a
graphic representation to aid in the visualization of
the written property description which it accompanies.
The written property description supercedes the
exhibit drawing.

GREAT WESTERN DRIVE

140°22'28"W 677.03'

140°22'28"W 677.03'

15' UC

15' TRAIL &
DRAINAGE
EASEMENT

40'±53' UC

A PORTION OF
LOT 1, BLOCK 3
4.528 ACRES

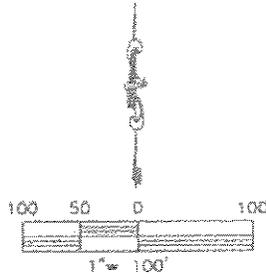
POINT OF
BEGINNING

S89°37'35"W 341.27'

LOT 2, BLOCK 3

CENTERLINE OF 20'
GREENEY WATERLINE NO. 1

50' WATERLINE EASEMENT
BOOK 251, PAGE 565
(Width & Alignment defined
in Subdivision Plat
Rec. No. 3592743)



LOT 1
BLOCK 3
GREAT WESTERN
INDUSTRIAL PARK
SUBDIVISION
FOURTH FILING

S89°22'28"W 270.00'

LOT 3, BLOCK 3



KING SURVEYORS, INC.
630 E. Garden Drive Windsor Colorado 80550
phone: (970) 686-5011 fax: 970 686-5831
www.kingsurveyors.com

PROJECT NO: 2012594
DATE: 10/25/2012
CLIENT: GREAT WESTERN
DWG: 2012594EXH
DRAWN: CSK CHECKED: SAL

EXHIBIT B

IRREVOCABLE LETTER OF CREDIT

[Issuing Bank's Letterhead]

IRREVOCABLE STANDBY LETTER OF CREDIT

Date of Issue: _____
Issuing Bank: _____
Letter of Credit No.: _____
Amount: _____

Town of Windsor ("Town")
301 Walnut Street
Windsor, CO 80550

Ladies and Gentlemen:

The issuing bank hereby establishes this Irrevocable Standby Letter of Credit in the Town's favor for an amount up to the aggregate sum of _____ U.S. dollars.

Funds under this credit are available to the town by its draft or drafts drawn at sight on the issuing bank, containing the number of this Letter of Credit as set forth above.

Partial drawings are permitted.

The sole condition for payment of any draft drawn under this Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Town Manager or Director of Planning and the Town Attorney, stating that [NAME OF DEVELOPER], its successor, transferee, or assign, has failed to perform in accordance with the Agreement for improvements benefiting the [NAME OF SUBDIVISION] dated the _____ day of _____, 20____.

Demands for payment by the Town pursuant to this Letter of Credit shall be deemed timely if deposited in the U.S. Mail prior to its date of expiration, affixed with first-class postage, and addressed to the above letterhead address.

This Letter of Credit is irrevocable, unconditional, non-transferable, and non-assignable.

This Letter of Credit shall have an initial term of two (2) years from its Date of Issue, but shall be deemed automatically extended without amendment or other action by either party for additional periods of one (1) year from the present or any future expiration date hereof, unless the issuing bank provides the Town with written notice, by registered mail, return receipt requested, at least ninety (90) days prior to the expiration date, that it does not wish to extend this Letter of Credit for an additional period. After receipt by the Town of such notice, the Town may draw hereunder, on or before the then-applicable expiration date, and for the then-remaining available amount by means of the Town's sight draft, drawn on the issuing bank, accompanied

by a letter, on the Town's letterhead, signed by the Town Manager or Director of Planning and the Town Attorney, stating the following:

The Town is in receipt of written notice from [NAME OF BANK] of its election not to renew its Letter of Credit No. [FILL IN] for an additional term of one (1) year and [FILL IN], its successor, transferee, or assign, is still obligated to the Town under the Agreement for improvements benefiting the [NAME] Subdivision, and an acceptable replacement Letter of Credit has not been received.

The issuing bank agrees that such drafts will be processed in good faith and duly honored upon presentation to it.

The issuing bank further agrees that the exclusive venue for any action concerning this Letter of Credit shall be, at the sole election of the Town, in either the District Court for Weld County, Colorado, or the District Court for Larimer County, Colorado. It further agrees that the procedural and substantive laws of the State of Colorado shall apply to any such action.

In the event it becomes necessary for the Town to bring an action to enforce the terms of this Letter of Credit, or any action alleging wrongful dishonor of this Letter of Credit, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and all costs and expenses associated with such litigation. The issuing bank further agrees that if it brings an action against the Town related directly or indirectly to this Letter of Credit, the prevailing party in such action shall likewise be entitled to recover its reasonable attorney fees and all costs and expenses associated with such litigation.

The amount of funds available under this Letter of Credit may not be reduced except by payment of drafts drawn hereunder, or pursuant to written authorization given to the issuing bank by the Town.

Except as otherwise provided for above, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce, Publication Number 500.

Very truly yours,
[NAME OF BANK]

By: _____
Signature of Authorized Signing Officer

Print Name

EXHIBIT C

EASEMENT FOR ACCESS, EGRESS AND UTILITIES

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the covenants and agreements herein set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, BROE LAND ACQUISITIONS 10, LLC, a limited liability company organized under the laws of the State of Colorado ("Grantor"), does hereby grant, transfer and convey to the TOWN OF WINDSOR, COLORADO, a Colorado home rule municipal corporation ("Grantee"), a perpetual non-exclusive utilities easement (the "Easement") for public and municipal purposes on, over, across, under, along and within the real property located in Weld County, Colorado ("County") as described in the legal description and sketch depiction attached hereto as Exhibit A (the "Easement Area"), which is incorporated herein by this reference as if set forth fully, together with all appurtenances thereto.

Grantor hereby grants to Grantee, its successors and assigns, the permanent right to enter, re-enter, occupy and use the Easement Area to construct, maintain, repair, replace, enlarge and operate public and municipal utility facilities over, across, under and upon the Easement Area.

Grantor further grants to Grantee:

1. The right of ingress to and egress from the Easement Area over and across said lands of the Grantor by means of roads and lanes thereon; provided, however, that if any portion of said land is or shall be subdivided, and dedicated roads or highways on such portion shall extend to the Easement Area, then said right of ingress and egress on said portion shall be confined to such dedicated roads and highways.
2. With the prior approval of Grantor, which shall not be unreasonably withheld or delayed, the right from time to time to enlarge, improve, reconstruct, relocate, and replace any public or municipal utility facilities, or other structures constructed hereunder, either in the original location or at any alternate locations within the Easement Area.
3. The right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement Area.
4. The right to mark the location of the Easement Area by suitable markers set in the ground, provided that said markers shall be placed in locations which shall not interfere with any reasonable use Grantor shall make of the Easement Area.

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

Grantor agrees not to take any of the following actions within the Easement Area unless, in each case, otherwise agreed to in writing by Grantee (i) erect or construct any building or other structure; (ii) drill or operate any well; (iii) construct any reservoir or other obstruction; (iv) add more than 3 feet to or remove more than 1/2 foot from the ground level; or (v) grant any other

easements or right of ways for utilities within the Easement Area to any party other than the Town of Windsor if such utility lines will interfere with the public or municipal utility facilities to be located within the Easement Area. Notwithstanding the foregoing, the restriction on Grantor's use of the Property set forth in subsection (v) above shall not prohibit Grantor from granting any easement or right of way for utilities to a third party; provided that such utility line does not compromise the Grantee's public or municipal utility facilities located within the Easement Area (for example, a utility line may cross the Easement Area in a perpendicular fashion).

Grantee shall not deposit, or permit or allow to be deposited any rubbish or debris within the Easement Area.

Grantee is hereby given the right to install and maintain public and municipal utility facilities within the Property.

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

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

Acceptance of this Easement by Grantee shall not impose upon Grantee any obligation for installation, improvement or maintenance of the Easement Area, which obligation shall arise, if at all, by separate action of the Town Board of Grantee.

DATED this ____ day of _____, 2013.

[Remainder of this page left intentionally blank - - signatures follow]

BROE LAND ACQUISITIONS 10, LLC

By: Alex Yeros, Manager

NOTARY ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss:
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Alex Yeros, in his capacity as Manager of BROE LAND ACQUISITIONS 10, LLC.

Witness my official hand and seal. My commission expires _____.

Notary Public

ACCEPTANCE

The Town of Windsor hereby accepts the above Easement for Access, Egress and Utilities for municipal purposes as defined herein.

Dated this ____ day of _____, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

Patti Garcia, Town Clerk

APPROVED AS TO FORM:

Ian D. McCargar, Town Attorney

EXHIBIT A

Legal Description of Easement Area

EXHIBIT A

PROPERTY DESCRIPTION

Utility Easement

A parcel of land for easement purposes, being a portion of Lot 1, Block 3 of the Great Western Industrial Park Subdivision Fourth Filing, recorded December 3, 2008 as Reception No. 3592743 of the Records of Weld County, situate within the Northeast Quarter of Section Twenty-six (26), Township Six North (T 6N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), Town of Windsor, County of Weld State of Colorado, and more particularly described as follows:

COMMENCING at the Southwest corner of Lot 1, Block 3 and assuming the West line of said Lot 1 as bearing North 00°22'26" West a distance of 1051.13 feet with all bearings contained herein relative thereto.

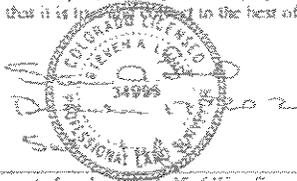
THENCE North 89°37'34" East along the South line of said Lot 1, Block 3 a distance of 32.00 feet to the Easterly line of an existing 16 foot wide utility easement;
THENCE North 00°22'26" West along said Easterly line a distance of 373.31 feet to the South line of an existing utility easement;
THENCE South 89°37'34" West along said South line a distance of 33.04 feet to the POINT OF BEGINNING.

THENCE North 00°22'26" West along the Easterly line of an existing utility easement a distance of 40.00 feet;
THENCE North 89°37'34" East a distance of 242.00 feet;
THENCE South 00°22'26" East a distance of 40.00 feet;
THENCE South 89°37'34" West a distance of 242.00 feet to the POINT OF BEGINNING.

Said described parcels contain 9,680 sq. ft. or 0.222 acre, more or less

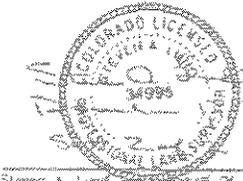
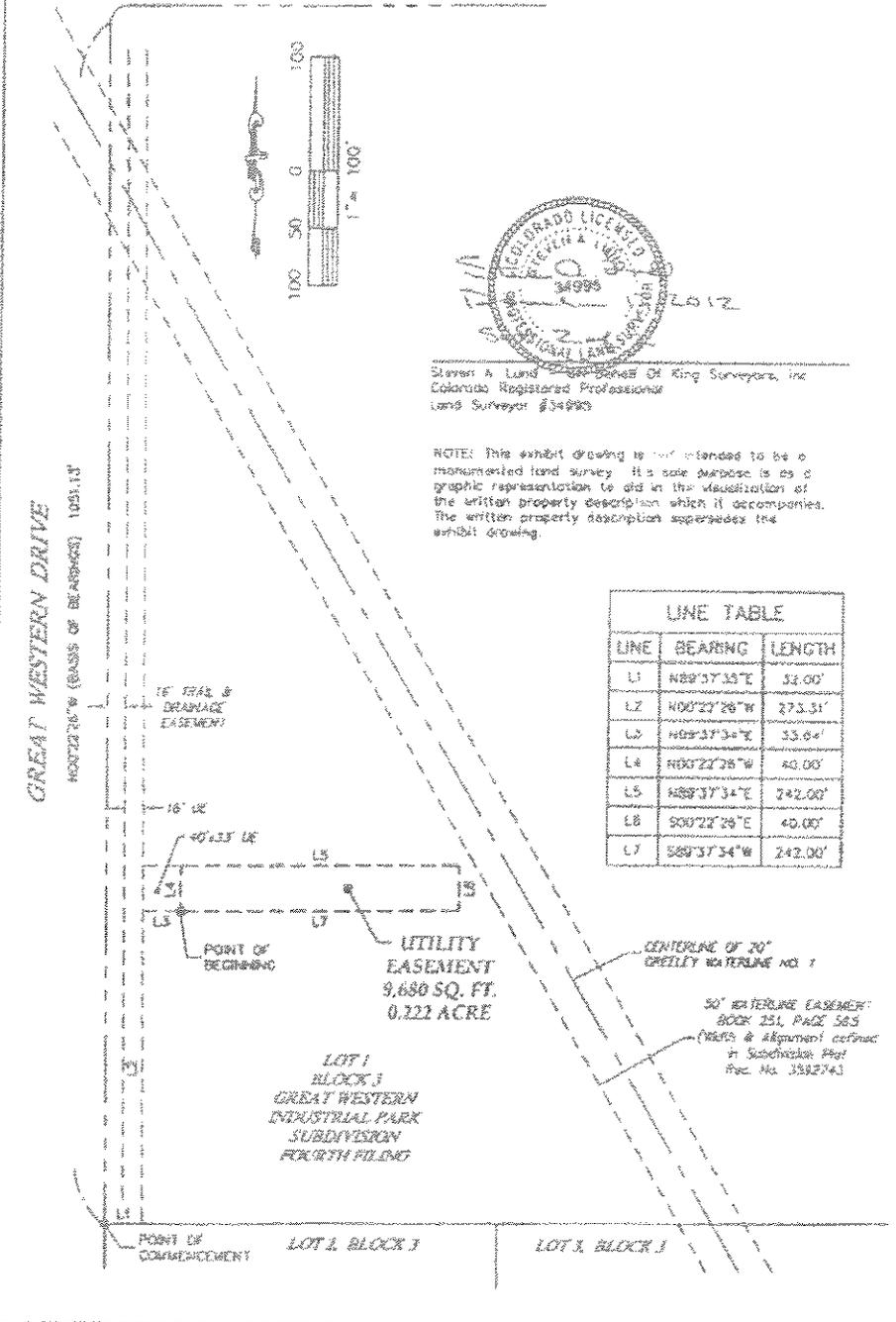
SURVEYOR'S CERTIFICATE

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



Steven A. Lund on behalf of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #14995

KING SURVEYORS, INC.
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011



Steven A. Lund is a member of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #34980

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

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°37'33"E	31.00'
L2	N00°22'28"W	275.31'
L3	N88°37'34"E	53.64'
L4	N88°22'28"W	40.00'
L5	N88°37'34"E	242.00'
L6	S00°22'28"E	40.00'
L7	S88°37'34"W	242.00'



KING SURVEYORS, INC.
650 E. Garden Drive | Windsor, Colorado 80550
phone: (770) 686-5111 | fax: (770) 686-5823
www.kingsurveyors.com

PROJECT NO: 2012594
DATE: 12/12/2012
CLIENT: GREAT WESTERN
DWG: 2012594EXH-2
DRAWN: CSK CHECKED: SAL



MEMORANDUM

Date: February 11, 2013
To: Mayor and Town Board
Via: Regular meeting packets
From: Ian D. McCargar, Town Attorney
Re: Emergency Moratorium Ordinance (Private Marijuana Clubs)
Item #: C.1.

Background / Discussion:

During the work session held on January 21, 2013, the Town Board instructed me to prepare an emergency ordinance addressing the establishment of private marijuana clubs in Windsor. The sentiment during the work session was that the Town Board should act quickly to assure that private marijuana clubs could not be established before the Town Board had sufficient time to consider a regulatory regime or a policy for prohibition of such activities within the Town.

Attached is an "Emergency Ordinance Imposing a Temporary Moratorium on the Operation of any Private Marijuana Club...". The Ordinance contains the following essential components:

- Recitals containing necessary findings of fact, both as to the subject matter and the need for emergency action under the Charter.
- Broad language prohibiting the establishment of a "Private Marijuana Club", defined as:

The consumption of marijuana by persons assembled within a commercial or industrial structure, where such consumption is permitted, encouraged, promoted, enabled, or condoned by persons assembled therein, whether such consumption is the primary intended purpose or an intended purpose incidental to other reasons for assembly therein.

- Termination and rescission language to allow flexibility in the future.

The private marijuana club moratorium is drafted narrowly by targeting the use of commercial and industrial structures in which more than one person may assemble, and in which the consumption of marijuana is taking place, either as a primary purpose or an incidental purpose. The private marijuana club moratorium does not reach into residential uses, as the intention is to steer clear of non-public use in the privacy of a person's home as directed by the Town Board during the January 21, 2013, work session.

Financial Impact: None.

Relationship to Strategic Plan: Residents feeling safe and secure; quality development through managed growth.

Recommendation: Adopt attached Ordinance in a single reading under Charter Section 4.11 (five affirmative votes required).

Attachment:

AN EMERGENCY ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE OPERATION OF ANY PRIVATE MARIJUANA CLUB WITHIN THE REACH OF ARTICLE XVIII, SECTION 16 OF THE COLORADO CONSTITUTION; DIRECTING THE PROMPT EXPLORATION OF THE TOWN'S REGULATORY AUTHORITY OVER SUCH ACTIVITIES; DECLARING THE INTENTION OF THE TOWN BOARD TO CONSIDER THE ADOPTION OF APPROPRIATE TOWN REGULATIONS WITH RESPECT TO SUCH ACTIVITIES, INCLUDING THE PROHIBITION THEREOF; AND DECLARING AN EMERGENCY PURSUANT TO SECTION 4.11 OF THE WINDSOR HOME RULE CHARTER

TOWN OF WINDSOR

ORDINANCE NO. 2013-1445

AN EMERGENCY ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE OPERATION OF ANY PRIVATE MARIJUANA CLUB WITHIN THE REACH OF ARTICLE XVIII, SECTION 16 OF THE COLORADO CONSTITUTION; DIRECTING THE PROMPT EXPLORATION OF THE TOWN'S REGULATORY AUTHORITY OVER SUCH ACTIVITIES; DECLARING THE INTENTION OF THE TOWN BOARD TO CONSIDER THE ADOPTION OF APPROPRIATE TOWN REGULATIONS WITH RESPECT TO SUCH ACTIVITIES, INCLUDING THE PROHIBITION THEREOF; AND DECLARING AN EMERGENCY PURSUANT TO SECTION 4.11 OF THE WINDSOR HOME RULE CHARTER

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

WHEREAS, on November 6, 2012, Colorado voters approved the adoption of "Amendment 64", which has since been codified at Article XVIII, Section 16 of the Colorado Constitution ("Amendment 64"); and

WHEREAS, Amendment 64 decriminalizes certain activity with respect to the use, possession, cultivation, transportation and distribution of marijuana, and contains requirements for the Colorado Department of Revenue ("DOR") to formulate policy for the regulation of business enterprises authorized under Amendment 64; and

WHEREAS, Amendment 64 requires that the DOR approve its policies by July 1, 2013, and further calls for the issuance of state-level licenses to qualifying marijuana business enterprises on and after October 1, 2013; and

WHEREAS, Amendment 64 expressly grants the Town the authority to establish its own regulatory regimen, and further expressly grants the Town the authority to prohibit the operation of marijuana business enterprises by resolution or ordinance; and

WHEREAS, the Town Board believes that the establishment of marijuana business enterprises carries the potential for abuse, financial mismanagement, regulatory complications not yet entirely clear, injury to the public health, and damage to the Town's reputation; and

WHEREAS, the establishment of "private marijuana clubs" presents a situation where non-public use of marijuana could take place in commercial and industrial structures within the Town, but not be subject to reasonable land use and police powers regulation; and

WHEREAS, the Town Board is aware that the use, possession, transportation, cultivation and distribution of marijuana remains criminal under federal law, such that the Town's legal authority to regulate marijuana business enterprises is in question; and

WHEREAS, until such time as the Town Board has developed a more-permanent policy with respect to marijuana business enterprises, the Town Board has concluded that the establishment of private marijuana clubs within the Town represents an emergency for which immediate action is genuinely and urgently necessary for the preservation of the public health, safety and welfare; and

WHEREAS, the imposition of a moratorium through and including December 31, 2013, with respect to the operation of private marijuana clubs will allow the Town to investigate and formulate more-permanent policy for the protection of the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, as follows:

Section 1. The foregoing recitals are hereby adopted by the Town Board as findings in support of the adoption of this Ordinance.

Section 2. Upon adoption of this Ordinance, there shall be an immediate moratorium on the establishment and operation of private marijuana clubs, which shall for purposes of this Ordinance be defined as follows:

The consumption of marijuana by persons assembled within a commercial or industrial structure, where such consumption is permitted, encouraged, promoted, enabled, or condoned by persons assembled therein, whether such consumption is the primary intended purpose or an intended purpose incidental to other reasons for assembly therein.

Section 3. For purposes of this Ordinance, “marijuana” shall have the same meaning as defined in Article XVIII, Section 16, sub-section (2) (f) of the Colorado Constitution.

Section 4. The within moratorium shall be liberally construed to prevent and prohibit the establishment, operation and continuation of any activity identified in Section 1 above.

Section 5. The Town Board, with the support of Town Administration, the Town Attorney and staff, shall explore appropriate policy with respect to the regulation of the activity identified in Section 1 above, including the prohibition of such activity.

Section 6. The Town Board expressly finds that the within moratorium is within its powers under the following authority: Article XX of the Colorado Constitution; the Town’s Home Rule Charter; the Local Land Use Enabling Act; Part Three of Article 23 of Title 31, C.R.S.; Section 31-15-103, C.R.S.; Section 31-14-401, C.R.S., and Section 31-15-501, C.R.S.

Section 7. Pursuant to Section 4.11 of the Town’s Home Rule Charter, the Town Board finds, determines and declares that adoption of the within moratorium is genuinely and urgently necessary for the preservation of the public health, safety and welfare, as failure to do so will create the risk that:

1. Marijuana clubs would be established in areas inconsistent with the Town's Land Use Comprehensive Plan.
2. Marijuana clubs would be established in areas inconsistent with existing surrounding uses.
3. Marijuana clubs would be established in a manner detrimental to the health, safety and welfare of the community.
4. Marijuana clubs would be established before the Town has adopted permanent policy with respect their regulation or prohibition, thus potentially creating expectations and property interests that will complicate and add undue expense to the Town's citizens should regulations or prohibition be later adopted by the Town.

Section 8. This Ordinance is effective immediately upon final adoption, and shall expire on January 1, 2014, unless repealed or extended by official action of the Town Board before such date.

Introduced, adopted by a minimum of two-thirds of the Members of the Windsor Town Board in office on the date of adoption, and ordered published this 28th day of January, 2013.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



MEMORANDUM

Date: February 11, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Melissa M. Chew, CPRP, Director of Parks, Recreation & Culture
Re: Ordinance 2013-1446 Defining Use of EPAMD's
Item #: C.2.a.

Background / Discussion:

As part of the ADA audit and process, the Town is required to define and establish a policy for the utilization of Electronic Personal Assistance Mobility Devices (EPAMD's) within parks, on trails and other public areas. As a previous definition for EPAMD's existed in the code but was unrelated to the ADA, Ordinance 2013-1446 accomplishes several things:

- Creates a new Article VII in Chapter 8, Vehicles and Traffic.
- Eliminates potentially-conflicting defined terms, defining an EPAMD in Section 8-7-10.
- Incorporates all of the regulations that were in the former Resolution, assigning them distinct sections within the Code.
- Amends existing Code Section 8-1-80 to change "EPAMD" to "SBMD" (Self-Balancing Mobility Device), to eliminate conflicting definitions in the Code.

Staff worked with legal counsel to develop this Ordinance, and the definitions and restrictions parallel those adopted by the Poudre River Trail Authority for the Poudre River Trail. These same definitions and restrictions apply to all Windsor trails consistently.

Financial Impact:

N/A

Relationship to Strategic Plan:

Goal 1.A., 1.E., 4.B.

Recommendation:

Move to approve Ordinance 2013-1446, Amending the Windsor Municipal Code to Establish New Policy and to Clarify Existing Policy with Respect to the Use of Mobility Devices within the Town of Windsor, Colorado

Attachments:

b. Ordinance 2013-1446

TOWN OF WINDSOR

ORDINANCE NO. 2013-1446

AN ORDINANCE AMENDING THE WINDSOR MUNICIPAL CODE TO ESTABLISH NEW POLICY AND TO CLARIFY EXISTING POLICY WITH RESPECT TO THE USE OF MOBILITY DEVICES WITHIN THE TOWN OF WINDSOR, COLORADO

WHEREAS, the Town of Windsor (hereinafter, "Town") is a Colorado home rule municipality, with all powers and authority attendant thereto; and

WHEREAS, the Town is responsible for the operation, management and oversight of various recreational areas and trails for the benefit of the public; and

WHEREAS, the Town encourages the use of its recreational areas and trails by persons of all abilities; and

WHEREAS, pursuant to the requirements of federal law and wise public stewardship, the Town provides reasonable accommodation of individuals with mobility disabilities; and

WHEREAS, such accommodation must be done in a way that does not negatively impact the natural habitat and historical amenities located along and within the Town's trails system; and

WHEREAS, such accommodation must be done in a way that does not negatively impact the natural habitat and historical amenities located within the Town's recreational areas; and

WHEREAS, such accommodation must be done in a way that does not jeopardize the safety of persons using the Town's trails and recreation facilities, including those with mobility disabilities; and

WHEREAS, the Windsor Town Board ("Town Board") has determined that the use of certain classes of power-driven mobility devices creates a substantial risk of harm to the immediate environment, natural and cultural resources, and jeopardizes the safety of users of the Town's trails and recreation facilities; and

WHEREAS, the Town Board has specifically determined that All Terrain Vehicles (ATVs), snowmobiles, Off-Road Vehicles (ORVs) and other similar devices are incompatible with public safety, environmental quality and wildlife preservation; and

WHEREAS, based upon these determinations the Town Board finds that ATVs, snow mobiles, ORVs and other similar devices that may meet the legal definition of "other power-driven mobility devices," are not appropriate for use on or within the Town's trail system or recreation facilities; and

WHEREAS, the use of electric motor-driven devices of a certain classification, legally defined as “Electronic Personal Assistance Mobility Devices”, does not carry the environmental impacts recited above with respect to ORV’s, snow mobiles and ATV’s, and such use should be permitted as a means of accommodating persons with mobility disabilities; and

WHEREAS, as a result of these findings by the Town Board, the Town Board has determined that adoption of regulations related to the use of Electronic Personal Assistance Mobility Devices is required for the promotion of public health, safety and welfare; and

WHEREAS, by Ordinance No. 2006-1238, codified at *Windsor Municipal Code* Section 8-1-80, the Town Board previously enacted regulations for the use of a particular type of electronic mobility device, commonly known by its manufacturer-specific name, “Segway”; and

WHEREAS, the definition used in Ordinance No. 2006-1238 to identify the “Segway”-type device was “EPAMD” which, given the terms defined within the Americans With Disability Act is now in conflict, and may create confusion; and

WHEREAS, in order to avoid confusion and misuse of defined terms contained herein, the Town Board has determined that the former usage of the term, “EPAMD”, in Ordinance No. 2006-1238 should be amended for clarity; and

WHEREAS, the within amendments to existing *Windsor Municipal Code* language promotes the public health, safety and welfare.

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

Section 1. Chapter 8 of the *Windsor Municipal Code* shall be amended by the addition of a new Article VII, which shall read as follows:

ARTICLE VII

Electronic Personal Assistance Mobility Devices

Sec. 8-7-10. Definitions.

As used in this Article, the following terms shall have the following defined meaning:

Electronic Personal Assistance Mobility Device (EPAMD) means a device used by a person with a mobility disability. This definition excludes gasoline-powered devices or vehicles, Segway® PT devices, any mobility device designed to operate in areas without defined pedestrian routes, golf cars, and riding lawn mowers. This definition is restricted to a device with the following additional specifications:

- (a) must not exceed one-half the width of any part of the trail, path or sidewalk upon which the device is being operated; and
- (b) must weigh no more than 500 pounds; and
- (c) must be designed to travel on two or more low-pressure tires; and
- (d) must operate by electric-powered engine with a maximum decibel level of 55 or less when measured at a distance of 25 feet from the device.

Wheelchair means a manually-operated or power-driven device designed primarily for use by an individual with a mobility disability for the main purpose of indoor, or of both indoor and outdoor locomotion.

Sec. 8-7-20. Scope and Authorization.

(1) The following regulations shall apply to the use of EPAMD within Town-owned, operated and/or maintained trails, and on all associated lands and facilities, including but not limited to all facilities related to the operation of the Poudre Trail, and further including but not limited to associated parking lots, restroom facilities, benches, etc. (collectively referred to as the “Trail Facilities”).

(2) The Town Board affirms and authorizes that persons with mobility impairments may use wheelchairs and manually-powered mobility aids (e.g. walkers, crutches, canes, braces or similar devices designed for use by individuals with mobility disabilities) within the Trail Facilities.

(3) The Town Board further authorizes persons with mobility impairments to use EPAMD’s within the Trail Facilities, subject to the following restrictions:

- (a) The operator of the EPAMD must be a person with a mobility impairment. Credible assurance of such impairment may be requested by Town personnel in accordance with Americans with Disabilities Act (ADA) regulations. Credible assurance of such impairment may include:
 - i. A valid State-issued disability parking placard or card or other State-issued proof of disability; or
 - ii. In lieu of a valid State-issued disability parking placard or card or other State-issued proof of disability, a verbal representation, not contradicted by observable fact, that the Mobility Device is being used for a mobility disability.
- (b) The EPAMD is only permitted in areas of the Trail Facilities in which the general public is allowed.

- (c) The EPAMD operator must not use or operate the EPAMD within the Trail Facilities if such use causes damage to real or personal property.
- (d) Operating an EPAMD within any Trail Facility while impaired by the consumption of alcohol or drugs is prohibited.
- (e) The EPAMD shall not be operated between dusk and dawn.
- (f) The EPAMD shall not be operated within wet or ecologically-sensitive or hazardous areas posted as prohibited access areas by the Town or any authority having jurisdiction over the area in question.
- (g) The EPAMD shall not be used to transport anyone other than a single mobility-impaired operator.
- (h) The EPAMD shall not be operated in a careless or reckless manner, or at speeds that unreasonably jeopardize the safety of the operator or any other person.

Sec. 8-7-30. No authorization for other power-driven mobility devices.

The Town Board does not authorize the use of other power-driven mobility devices which are excluded from the definition of an EPAMD pursuant to this Policy.

Sec. 8-7-40. Mobility-impaired operators only.

An individual without a mobility disability is prohibited from using an EPAMD within the Town's Trail Facilities under this policy, regardless of whether or not he or she is accompanying an individual with a mobility disability who is using an EPAMD.

Sec. 8-7-50. Storage.

The Town shall not be responsible for the storage of any EPAMD.

Sec. 8-7-60. Town not liable.

The Town shall not be liable for damage to any EPAMD, or injury to any person, regardless of the source or cause, or any circumstance involving the use, transportation or storage of any EPAMD within Town Trail Facilities.

Sec. 8-7-70. Limitation or suspension of use.

The Town Board reserves the right to suspend and/or limit EPAMD use within Trail Facilities, if deemed necessary to protect the public interest or public safety.

Sec. 8-7-80. Right to modify.

The Town Board reserves the right to change, modify, revise or amend the regulations applicable to the operation of EPAMD's at any time.

Section 2. Section 8-1-80 of the Windsor Municipal Code is hereby repealed, amended and re-adopted to read as follows:

Sec. 8-1-80. Self-balancing Mobility Devices.

(a) **Defined.** A Self-balancing Mobility Device (SBMD) is defined as a self-balancing, two-nontandem-wheeled device, designed to transport only one (1) person, with an electric propulsion system that limits the maximum speed of the device to twelve and one-half (12.5) miles per hour or less.

(b) **Operation authorized.** Except as otherwise provided by the terms of this Section, the operation of SBMDs in the Town shall be exempt from the Model Traffic Code, as adopted by the Town, and such other Town ordinances that regulate motorized vehicles in the Town.

(c) **Regulations.** For the purposes of operation, parking and equipment, and subject to the additional regulations set forth in this Section, SBMDs shall be considered bicycles and shall be subject to the provisions and regulations concerning bicycles contained in the Model Traffic Code, as adopted by the Town.

(d) **Minimum age.** Operation of SBMDs shall be limited to persons sixteen (16) years of age or older.

(e) **Operation on state highways prohibited.** It shall be unlawful to operate SBMDs on state highways other than for the purpose of crossing such highways.

(f) **Operation on Poudre River Trail.** Consistent with the rules and regulations of the Poudre River Trail, it shall be unlawful to operate SBMDs on those portions of the Poudre River Trail located within the boundaries of the Town.

(g) **Violations.** Violations of this Section shall be punishable in accordance with the properly adopted penalty provisions as set forth in this Code.

Introduced, passed on first reading, and ordered published this 11th day of February, 2013.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Introduced, passed on second reading, and ordered published this 25th day of February, 2013.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Patti Garcia

Subject: Promote municipal government by promoting CML's "If I were mayor ... " essay contest

From: CML [<mailto:cml@cml.org>]

Sent: Tuesday, January 29, 2013 3:49 PM

Subject: Promote municipal government by promoting CML's "If I were mayor ... " essay contest

Do you want your young residents to know more about municipal government? Then share this email with the middle school teachers, principals, and/or school administrators in your community!

CML is proud to launch the 2013 "If I Were Mayor ... " essay contest, and we need your help to spread the word and encourage the seventh and eighth graders in your city or town to participate. This year we are very excited to have Dr. Patricia Nelson Limerick serving as the contest's honorary chair. Now in its sixth year, this contest provides an opportunity for students to think about and tell others how they would make their city or town the best place to live, if elected mayor.

Sponsored by COLOTRUST, four winners will receive certificates of achievement, \$500 to establish a scholarship account with CollegeInvest, and the opportunity to attend the 91st CML Annual Conference in Vail to receive their awards and present their essays during the Elected Officials Luncheon on Friday, June 21.

Click here to view the contest brochure, [http://www.cml.org/uploadedFiles/CML_Site_Map_Global/Information/mayor_2013.pdf] which provides details and deadline information. The educators in your community may also be interested in the resources on the Lessons on Local Government website [<http://www.lessonsonlocalgovernment.com>] before assigning the essay.

Please contact Christine Taniguchi [<mailto:ctaniguchi@cml.org>] at CML, if you have any questions or need additional information. Special thanks to COLOTRUST for once again sponsoring this contest, and to Dr. Patricia Nelson Limerick, who is serving as the contest's honorary chair.

Colorado Municipal League

1144 Sherman Street | Denver, CO 80203

(p) 303-831-6411 or 866-578-0936 | (f) 303-860-8175 Forward to a Colleague | Unsubscribe

(<http://cml.informz.net/cml/default.asp?action=u&email=pgarcia@windsorgov.com&mi=2947784>)

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Please send any comments about this e-mail to <mailto:awright@cml.org>

Powered by Informz for iMIS <http://pod4.informz.net/clk/red8.asp?u=1007821520&mi=2947784&l=1>

This email was sent to: pgarcia@windsorgov.com (1007821520)



MEMORANDUM

Date: February 4, 2013
To: Town Board
From: Amy Porter, Special Events Coordinator
Re: January Special Event Monthly Report

Events in Planning:

- Summer Concert Series- 10.5 Hours
- Farmers Market- 1.5 Hours
- Harvest Festival-0.5 Hours
- Pelican Fest Triathlon-1.25 Hours
- USA Pro Cycling Challenge- 12.75 Hours
- Special Event Application Review and Revisions-5.5 Hours
- Administrative Meetings- 6.25 Hours

Events Conducted:

- None

Monthly Fiscal Implications/Sales Tax:

Sales Tax:

See attached document from finance

Town-Generated Revenue:

See attached document from finance

2012 Licensed Retail Events at Boardwalk Park + Farmer's Market (inside DDA)

TOTAL SALES TAX REPORTED \$7,957.57

Jr. Jam (6/16) – 3 retail vendors	\$ 49.91
Farmer's Markets (6/30-9/22) – avg. 16 retail vendors/week	\$1,784.37
Taste of Windsor (7/19) – 10 retail vendors	\$ 265.36
Fine Arts Festival (7/27-29) – 71 retail vendors collection letters. As of	\$1,215.64 (Sent 16

1/3/13 we still have 5 non-filers)

*TOW Concessions Concerts in the Park (6/7-7/26)	\$1,591.81
*TOW Concessions Concerts in the Park (8/2 final show)	\$ 7.28
*TOW Concessions for 4 th of July (this was probably all day???) *ask Erin @ CRC for more info if needed	\$2,549.47
2 independent vendors contracted for Concerts in the Park + July 4th Kona Ice = \$119.46 Total	\$ 201.22
June Concerts = \$41.00	
July Concerts = \$78.46	
August Concert = \$00.00	
All Time Favorites, #3877 = \$81.76	
June Concerts = \$30.03	
July Concerts = \$51.73	
August Concert = \$00.00	
Oktoberfest (9/15) – 10 retail vendors	\$ 253.13
Dash of the Dead (10/20) 2 retail vendors	\$ 2.50
Windsor Wonderland (12/1) – 3 retail vendors:	\$ 36.85

SPECIAL EVENTS IN OTHER LOCATIONS:

Wine Festival (8/25) \$1,168.97 Held at Main Park (all 30 vendors paid)
Harvest Festival (9/01-03) \$2,693.69 Held at Main Park (Total of 93 vendors and sent collection letters to 9 of those who were non-filers. As of 1/3/13, there are 2 remaining non-filers)
Harvest Festival @ Eastman Park (car show) = \$63.82
Harvest Festival @ Diamond Valley (mud vball) = \$26.78
Christmas in Windsor @ Rec Center = \$1,965.90