



TOWN BOARD WORK SESSION
April 15, 2013 – 6:00 P.M.
301 Walnut Street, Windsor, CO 80550

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 by noon on the Thursday prior to the meeting to make arrangements.

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

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

AGENDA

- | | | |
|-----------|----|---|
| 6:00 p.m. | 1. | USA Pro Cycling Challenge update and IGA review – K. Arnold/M. Chew |
| 6:30 p.m. | 2. | Drought preparedness plan – K. Arnold/D. Wagner |
| 7:20 p.m. | 3. | Future Meetings Agenda |



MEMORANDUM

Date: April 15, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Melissa M. Chew, CPRP, Director of Parks, Recreation & Culture
Re: PRO Challenge IGA
Item #: 1.a.

Background / Discussion:

As you are aware, Windsor has participated with a northern Colorado Cycling group to submit a bid for a stage of the 2013 PRO Challenge bicycle race. Although much "leg work" is already underway, creating an Intergovernmental Agreement (IGA) amongst the municipalities involved requires formal Board approval. In the case of the IGA being created for the northern Colorado effort to secure the USA Pro Challenge, the IGA allows for equal representation from each of the 5 municipalities with the sole purpose of executing an agreement with Classic Bicycle Race, the owner of the USA Pro Challenge, to host the race in Larimer County and Northern Colorado. The IGA is made up of the City of Fort Collins, Larimer County, City of Loveland, Town of Estes Park, and the Town of Windsor. These entities are also in the process of approving the same document this week. There is also representation from the Fort Collins Convention and Visitors Bureau, and a select few members of the Local Organizing Committee that have event and industry experience.

The IGA will cease to exist after the event is closed and audited, however, there is nothing that prohibits it from being used for another event if it were updated and approved for such.

Legal counsel has been involved in the formation of the IGA and will be present to answer any questions you may have.

While the final route of the race has not been made public as yet, it will generally enter Windsor from the west on Main Street and head south through a residential area prior to the rail road tracks. Racers will exit town headed west. Chief Michaels and Terry Walker have both been involved in reviewing the course within town limits and the needs associated with such.

Financial Impact:

\$10,000 was allocated in the 2013 Budget for the Town's contribution to bid for this event. It was understood that there would be in-kind and other costs associated with day of event needs.

Relationship to Strategic Plan:

Goal 1.E.

Recommendation:

For discussion and provide direction to staff concerning adopting the IGA by Resolution on Consent Agenda for April 22, 2013.

Attachments:

- b. Process map
- c. Intergovernmental Agreement

Agency Agreement Structure for Northern Colorado Bid for the USA Pro Cycling Challenge

Participating Municipalities

- City of Fort Collins
- City of Loveland
- Larimer County
- Town of Estes Park
- Town of Windsor

Establish one participating governmental agency that has the authority to execute a contract with CBR (USAPCC). This will be an Intergovernmental Agreement (IGA)

Agreement with CBR

The IGA will execute an agreement with Classic Bicycle Race (the entity that owns the USAPCC). This agreement is currently being reviewed by our legal team.

Service Level Agreements

Each Municipality will execute a SLA with the IGA entity which obligates the municipality to fulfill its responsibilities for the race. The tasks for this are ongoing, but the agreement has not be drafted.



**AGREEMENT FOR THE ESTABLISHMENT OF THE NORTHERN COLORADO
PRO CHALLENGE LOCAL ORGANIZING COMMITTEE**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this _____
_____ among the following public entities which shall collectively be referred to as the “Parties”, or individually as a “Contracting Party”: County of Larimer, Town of Estes Park, the City of Fort Collins, the City of Loveland, the Town of Windsor.

WITNESSETH:

WHEREAS, the Colorado Constitution, Article XIV, Section §18 and §29-1-201, C.R.S., *et seq.* provide for and encourage political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other; and

WHEREAS, §29-1-203, C.R.S., as amended, authorizes any political subdivisions or agency of the State of Colorado to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting entities, including the sharing of costs, imposition of taxes, or incurring of debt; and

WHEREAS, §29-1-203(4) permits the establishment of a separate governmental entity by agreement; and,

WHEREAS, the Parties agree that it is in the best interests of the Parties and their citizens to promote and conduct the August 24, 2013, Loveland-Fort Collins Stage of the USA Pro Challenge (The Event) to be conducted by Classic Bicycle Racing, LLC (CBR); and,

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement for the purposes of establishing a separate Public Entity (Public Entity) to promote and conduct The Event and to define the purpose of such Entity and to state the manner in which each of the Parties hereto will participate; and,

WHEREAS, the Parties intend that the Public Entity shall fall within the definition of a “public entity” under the Colorado Governmental Immunity Act, §24-10-101, C.R.S; and,

WHEREAS, the Parties intend that those individuals providing services to the Public Entity, either as employees or volunteers are Public Employees within the scope of §24-10-103 C.R.S.; and,

WHEREAS, the Parties intend that the Public Entity created by this agreement is an Enterprise within the meaning of Article X, §20 of the Constitution of the State of Colorado; and,

WHEREAS, the Parties intend that the Public Entity is not subject to the revenue and spending limitations imposed by Article X, §20(2)(d) of the Colorado Constitution; and,

WHEREAS, the Parties intend that the Public Entity and its activities all be in furtherance of a public purpose;

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

I. PREAMBLE

The Parties agree that the recitals set forth above are true and correct and those recitals are hereby incorporated in the body of this Agreement as operative provisions.

II. ESTABLISHMENT OF THE NORTHERN COLORADO PRO CHALLENGE LOCAL ORGANIZING COMMITTEE

1. The Parties hereby establish the Public Entity to be known as the Northern Colorado Pro Challenge Local Organizing Committee (“LOC”) which shall be responsible for planning funding, promoting, and conducting The Event.
2. The LOC is hereby created as a Colorado public entity established pursuant to §29-1-203, C.R.S. *et seq.* and pursuant to the Colorado Governmental Immunity Act, §24-10-101, C.R.S., *et seq.*
3. The LOC is an independent legal entity, separate and distinct from the Parties, but subject to their ownership and control.

III. ESTABLISHMENT OF THE LOC BOARD

1. **Governing Board.** The LOC shall be governed by an Executive Committee (EC) which shall have the power to perform all acts necessary, whether express or implied, to fulfill the purpose, and to provide the functions, services and facilities, for which the LOC was created.
2. **Composition of the Executive Committee.** The EC shall consist of nine (9) members. The members of the EC shall be appointed as follows:
 - a. One member shall be appointed by each of the parties for a total of five (5) members.
 - b. The five members so appointed shall appoint four (4) additional members using whatever process and criteria the five members deem advisable keeping in mind the fundraising, public relations, and technical expertise needed to put on the Event.
 - c. Members shall serve until this agreement terminates.
 - d. Vacancies to the EC shall be filled either by the parties or members making the original appointment.
 - e. Members shall serve without compensation.
3. **Voting and Quorum.** Each member of the EC shall have one (1) vote. A quorum of the EC shall consist of five members. No official action may be taken by the EC on any matter

unless a quorum is present. The affirmative vote of a majority of the EC members present at the time of the vote shall be required for the EC to take action. The EC may meet, vote and act through electronic means. The EC is subject to the Colorado Open Meetings Law.

4. **Bylaws.** The EC may either adopt bylaws or it may adopt an organizing resolution or rules establishing officers and detailing all matters in connection therewith, including the election, duties and terms of officers and the filling of any officer vacancies, the establishment and responsibilities of committees, scheduling of meetings, and standing operating and fiscal procedures, as it deems necessary, provided the bylaws or rules are in compliance with Articles I and II of Title 29, C.R.S., as amended, and this Agreement.

IV. POWERS OF THE LOC

1. **Plenary Powers.** Except as otherwise limited by this Agreement, the LOC, in its own name and as provided herein, shall have and may exercise all powers lawfully authorized to any of the Parties and may exercise such powers pursuant to §29-1-203, this Agreement, as amended, including all incidental, implied, expressed or such other powers as necessary to execute the purposes of this Agreement. These powers include the authority to receive and expend funds from any source, to apportion costs and obligations to the Parties as stated herein or as may from time to time be agreed to, and to enter into contracts. The LOC shall act through the EC, officers and agents as authorized by this Agreement, the bylaws or other resolution of the EC. The LOC shall not have the power to levy taxes on its own behalf or on behalf of any Contracting Party or to bind any Party to a debt or obligation without the specific consent of the Party, nor shall the LOC have the power of eminent domain.

2. **Enumerated Powers.** The LOC is authorized to undertake all actions reasonably necessary to planning, funding, promoting, and conducting the Event, and to carry out the intent and purpose of this Agreement, including but not limited to:

a. Negotiate, enter into and perform contracts, agreements and other obligations with the USA Pro Challenge for the purpose of promoting and conducting The Event.

b. Collect, hold, and spend funds from any source including donations, sponsorships, advertising, product sales, fees, ancillary events, and other spectator charges.

c. Acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in personal property in connection with The Event.

d. Enter into, make and perform contracts and agreements with other governmental, non-profit, and private entities which are reasonably necessary to stage The Event.

e. Employ individuals, engage in employee borrowing arrangements, and contract with others as the EC deems necessary for the promotion and staging The Event or to otherwise perform the obligations of agreements related to The Event.

- f. Conduct the business and affairs of the LOC.
- g. Incur debts, liabilities or obligations to the extent and in the manner permitted by law. However, the LOC shall not incur debt in excess of Twenty-Five Thousand Dollars (\$25,000.00) without agreement of the Parties.
- h. Sue and to be sued in its own name.
- i. Receive contributions, gifts, bequests, grants, cash, equipment or services from the Parties or any other public or private individual or entity for the furtherance of the intent and purpose of this Agreement, and the LOC's performance of its obligations under this Agreement.
- j. Undertake any other actions or services that the LOC believes are reasonably necessary for the exercise of its powers and the performance of its obligations under this Agreement.

V. RULES AND REGULATIONS

The EC may promulgate and adopt rules, regulations, policies and procedures which the EC deems necessary to carry out the intent and purposes of this Agreement, and to exercise the LOC's powers and perform the LOC's obligations. After their initial adoption, the rules, regulations, policies and procedures may be modified or amended, provided any such modification or amendment: (a) is approved by a majority vote of the EC; (b) is consistent with the purpose and intent of this Agreement; (c) is not in conflict with any of the provisions of this Agreement; and (d) is in compliance with any and all applicable state and federal laws.

VI. FINANCIAL COMMITMENT OF THE PARTIES

1. **Funding.** The Parties agree to provide initial funding, which funds may be in cash transfers or in-kind services to the LOC as follows:

The City of Fort Collins:	Fifty-thousand dollars (\$50,000.00) plus \$50,000 in-kind.
The City of Loveland:	Fifty-thousand dollars (\$50,000.00) plus \$50,000 in-kind.
The Town of Windsor:	Ten-thousand dollars (\$10,000.00).
The Town of Estes Park:	Fifteen-thousand dollars (\$15,000).
Larimer County:	In-kind only.

2. **Future Funding.** It is understood that the LOC's budget is continuing to evolve. It is the goal of the EC to manage the event on a zero-based budget, where no profit is gained and expenses do not exceed revenue. To provide accountability, the EC shall meet on May 15, June 15, and July 15 to review the budget. If on these dates the LOC's budget is not accomplishing this goal, then the LOC will take the following actions:

- a. Refine the budget by reducing expenses or seek additional private funding so the goal may be attained; and

- b. Offset expenses by increasing the in-kind services being provided by the Parties.

In the event that these actions are not sufficient to provide adequate funding for the LOC's necessary expenses, each of the Parties agrees to return to their respected governing bodies to request supplemental funding.

VII. USE OF FUNDS – CONTRIBUTIONS

The LOC shall use the funds generated in connection with contributions, sponsorships, advertising revenue, ticket sales and any revenue from any source solely for the purpose of promoting and conducting The Event and LOC operations including any expense obligated to CBR.

VIII. BOOKS AND RECORDS

The LOC shall provide for the keeping of accurate and correct books of account showing in detail the revenue and expenses in connection with The Event. The LOC's books of account shall correctly show any and all revenues, costs, or charges paid to or to be paid by each of the Parties, and all funds received by, and all funds expended by the LOC. The LOC's books and records shall be open to inspection during normal business hours upon reasonable notice by the Parties. The books and records of the LOC shall also be made available to the public in accordance with the provisions of §24-72-201, C.R.S., *et seq.* (the "Open Records Act").

The LOC shall cause an audit to be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado. The LOC shall comply with the provisions of §29-1-601, C.R.S. *et seq.*, The Local Government Audit Law, as may be amended from time to time. The LOC shall comply with all federal and state financial reporting requirements.

IX. REPORTS TO PARTIES

On a monthly basis, the LOC shall submit a comprehensive financial report to the Parties summarizing the, revenue, expenses, obligations and other activities of the LOC starting the end of the month following approval of this Agreement.

X. ASSETS OF THE LOC

1. **Assets.** Any assets purchased or received by the LOC subsequent to the formation of the LOC shall be owned by the LOC for the mutual benefit of the Parties. Assets purchased with funds of the LOC and one or more Parties shall be owned jointly in proportion to the amounts contributed.
2. **Asset Inventory Schedules.** The LOC shall maintain an asset inventory list for any and all real and personal property acquired by the LOC.

XI. OTHER REPRESENTATIONS AND OBLIGATIONS OF THE PARTIES

1. The Parties have read and understand the agreements, obligations, and undertakings of the LOC with respect to CBR. The Parties agree to use their best efforts and to participate in good faith for the LOC to comply with such agreements, obligations and undertakings.
2. The Parties understand and agree that individual agreements, obligations and undertakings of each of them for its portion of the Event will be required. The parties shall use their best efforts and to participate in good faith for themselves individually and for the LOC to comply with those agreements, obligations and undertakings.
3. The Parties understand and agree that the CBR will issue an Event Handbook that contains additional obligations and conditions for promoting and staging the Event. The parties agree to use their best efforts and to participate in good faith for the LOC and the Parties to comply with the terms and conditions of the Handbook.
4. The Parties waive all claims for indemnification and damages against each other for any claims arising out of the performance of this agreement or the performance of any agreement or undertaking with CBR.

XII. DEFAULT OF PERFORMANCE

1. In the event any Contracting Party fails to perform any of its covenants and undertakings under this Agreement, the LOC may terminate this Agreement as to such Contracting Party. The LOC shall cause written notice of the LOC's intention to terminate said Agreement as to such Contracting Party to be given to that party's governing body identifying the matter in default. Upon failure to cure any such default within thirty (30) days after such notice is given, the membership in the LOC of the defaulting party shall thereupon terminate and said Contracting Party shall thereafter have no voting rights as a member of the LOC, nor be entitled to representation on the EC, and said Contracting Party may thereafter be denied service by the LOC. Furthermore, any Contracting Party whose participation is terminated under the provisions of this article of the Agreement shall forfeit all right, title and interest in and to any property of or within the LOC to which it may otherwise be entitled upon the dissolution of the LOC. Subject to Section XI (4), this article is not intended to limit the right of the LOC or any Contracting Party under this Agreement to pursue any and all other remedies it may have for breach of this Agreement.
2. In the event of litigation between any of the Parties hereto concerning this Agreement (or between the LOC and any Contracting Party), the prevailing party may recover its costs and reasonable attorney fees incurred therein.

XIII. DURATION OF AGREEMENT

This Agreement shall be in effect from the time it is fully executed and shall continue December 31, 2013. At that time the Agreement shall terminate, the entity created by this agreement shall dissolve and financial affairs of the LOC shall be wound up.

XIV. WITHDRAWAL AND DISSOLUTION

1. **Individual Party's Withdrawal.** No Contracting Party may withdraw from this LOC.
2. **Dissolution of LOC.** Upon the termination of this Agreement pursuant to Section XIII above, the LOC Board and the Parties shall take such actions necessary to finalize and conclude the LOC's operations and effect the orderly dissolution of the LOC.
3. **Distribution of Assets.** All contributions of real and personal property, all net cash proceeds received by the LOC and existing on December 31, 2013, and all assets of the LOC shall be distributed on a proportional basis in accordance with the original contributions of the parties under Section VI, taking into consideration supplemental and additional contributions if any have been made. No consideration shall be given for in-kind services provided to the LOC for purposes of this distribution. The EC shall be responsible for inventorying the revenues, property and assets of the LOC, making distributions to the Parties and concluding the affairs of the LOC. A Contracting Party which has made a contribution toward a jointly owned asset (as defined in Section X) would be entitled to retain ownership of the asset upon termination; however, the Contracting Party must account to the LOC for the amount of the LOC's contribution toward purchase of the asset upon distribution of the other assets of the LOC.

XV. LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS AND EMPLOYEES OF THE LOC

As a public entity, the LOC and its directors, officers and employees shall be immune from civil liability in accordance with, and the extent provided by §24-10-101, C.R.S., *et seq.* (the Governmental Immunity Act) and any other applicable law. In addition, and pursuant to the Governmental Immunity Act, the LOC will defend, indemnify, and hold harmless all officers, directors, and employees for claims arising from activities within the scope of their duties of such individuals. The LOC may purchase insurance for this purpose.

XVI. AMENDMENTS

This Agreement may be amended upon the affirmative vote of three Parties.

XVII. SEVERABILITY

In the event any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions of this Agreement shall remain in full force and effect unless and until otherwise determined. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provision of this Agreement.

XVIII. SUCCESSORS AND THIRD PARTIES

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties. This Agreement is not intended to, and does not, inure to the benefit any individual or entity who is not a Party.

XIX. ASSIGNMENT AND DELEGATION

No Contracting Party shall assign any of the rights nor delegate any of the duties created by this Agreement without the written approval of three quarters (3/4) of the other Parties to this Agreement, and any assignment without said approval is void.

XX. INTERPRETATION

a. This document represents the entire agreement of the parties and is deemed prepared by all of the parties.

b. Performance of this agreement is subject to the Constitution and laws of the State of Colorado and the charters of the municipal parties. Venue for any judicial action under this Agreement shall be in Larimer County District Court.

IN WITNESS WHEREOF, the Parties hereto have caused their representatives to affix their respective signatures hereto, as of the day and year hereinafter set forth.

**COUNTY OF LARIMER,
STATE OF COLORADO**

By _____

ATTEST:

Date: _____

CITY OF LOVELAND, COLORADO

By _____

ATTEST:

Date: _____

**CITY OF FORT COLLINS,
COLORADO**

By _____

ATTEST:

Date: _____

TOWN OF WINDSOR, COLORADO

By _____

ATTEST:

TOWN OF ESTES PARK, COLORADO

ATTEST:

By _____

Date: _____

Date: _____



MEMORANDUM

Date: April 11, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Dennis Wagner
Re: Drought Response for Windsor's Potable Water Supply

Background / Discussion:

Colorado experienced a severe drought in 2002 and 2003 that forced Windsor in March 2003 to restrict irrigation to 1 day per week and to implement tiered water rates. Shortly thereafter the drought lessened and the Town Board increased irrigation allowances to 2 days per week in June 2003.

Windsor's raw water supply is entirely from the CBT system. The Northern Colorado Water Conservancy District Board of Directors meet on Friday, April 12th and will decide if the CBT quota will change from the initial 50% set last November. Northern Water continually monitors snowpack, stream flow projections and reservoir levels and they will be receiving input from shareholders at the Spring Water Users Meeting on April 11th. Staff anticipates that the overall CBT yield will be less than 60% and there will be a need to reduce normal potable water usage during the remainder of 2013. Staff will be prepared to discuss an action plan at your work session on Monday, April 15th.

The attached draft Drought Response Plan includes suggestions for two levels (mild and moderate) of drought response. The Windsor Water and Sewer met on April 10th and approved a recommendation that the town implement Level 2 restrictions starting in May. Staff concurs with their recommendation. A question for the Town Board is whether the restrictions should be mandatory or voluntary.

Although difficult to estimate, especially with the new three tier water rates, Dean Moyer suggests that 20% water usage reduction could result in up to \$500,000 less revenue.

The attached map illustrates three areas in Windsor with different water supply situations.

- Yellow designates areas in Windsor's Water Service Area that use potable water for irrigation.
- Pink designates areas in Windsor's Water Service Area that use non-potable water for irrigation.

- Orange designates areas in Windsor Town Limits that have water service by another entity (either Fort Collins-Loveland Water District or North Weld County Water District).



MEMORANDUM

Date: April 13, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Dennis Wagner
Re: **UPDATE** - Drought Response for Windsor's Potable Water Supply

Background / Discussion:

We received relatively good news this morning. Northern Water's Board of Directors increased the CBT quota to 60% for the variable and fixed quota contracts.

The attached worksheet summarizes Windsor's 2013 water supply situation with the 60% CBT quota. At the top of the worksheet is a tabulation of Windsor's historical water usage since 2005. The average usage for 2005-2012 was 2,312 acre-feet and with 15.3% shrinkage for system losses, the total average is 2,666 acre-feet.

The shaded box on the attached worksheet calculates Windsor's 2013 raw water supply, given 60% CBT yield that was set today. Windsor is fortunate to have carried over 1,044 acre-feet of water that wasn't used in 2012. The total gross raw water available at this time is 3,728 acre-feet; applying 15.3% system losses, the total shrinks to 3,233 acre-feet. Assuming a goal to carry 800 acre-feet into 2014, the net raw water available in 2013 is 2,433 acre-feet. In other words, the water available is about 9% less than the 5-year historical average.

Although the Water and Sewer Board recommended Level 2 Drought Response based on the information that was available to them on April 10th, with the new information on CBT quota, staff now recommends a Voluntary Level 1 Response. Actual water usage will be monitored on a weekly basis to determine if it is trending toward necessitating additional restrictions.

TOWN OF WINDSOR

Drought Response Plan for Potable Water Supply

I. Overview

Drought is a natural phenomenon that has recurred at varying intervals throughout history, but that is curiously difficult to define. The Town of Windsor defines drought as an extended period of below-average precipitation and/or stream flow that stresses the water supply. For planning purposes, the Town of Windsor's water supply strategy is to have enough water to meet unrestricted customer usage. Unfortunately, no one can predict how long droughts will last or if they will be worse than estimated and so the town must be prepared to recognize drought conditions early and respond appropriately. The prime drought response goal is to budget water use so that supply will be available for the most essential uses for the drought's duration.

The town's water supply is based on Colorado Big Thompson (CBT) Project water. The CBT system is operated by the Northern Colorado Water Conservancy District (Northern Water).

This Drought Response Plan will be managed by the Engineering and Water Departments. Indicators of drought, as outlined in this plan, will also be monitored by these Departments. The Water and Sewer Advisory Board will recommend appropriate action to the Town Board guided by the response plans as outlined in this plan.

The Drought Response Plan is based on two levels of drought, each of which is triggered by the available water supply in the CBT system.

<u>Drought Level</u>	<u>Goal</u>
Level #1 – Mild	10% water reduction
Level #2 – Moderate	20% water reduction

Water supply in the CBT system is forecast monthly by Northern Water from February through June every year based on current snow pack, stream flow and storage levels. Because of the vagaries of weather, forecasts prior to March should be observed but no major decisions made at that point.

This plan identifies one way to respond to a drought - decreasing water use.

Decreasing Water Use. The Town of Windsor's prime drought response is to budget water use so supply will be available for the most essential uses for the drought's duration. There are a wide variety of options that can be used to decrease water use. In general, reductions will be voluntary during a moderate drought, with

mandatory measures being phased in if drought conditions become more serious. It is important to ensure that any discomfort, difficulty or potential loss is shared as equitably as possible across all customer classes.

Water Supply Availability. CBT Quota Declaration and the Town of Windsor carry-over of CBT allocation from the previous year will be utilized in establishing water supply availability for the current year and projections for future years.

II. Description of Drought Response Levels:

The Engineering and Water Department staffs are responsible for monitoring drought indicators and forecasting raw water availability. The following guidelines will assist staff and the Water and Sewer Board in advising the Town Board in determining the appropriate course of action to undertake in varying degrees of drought intensity. These will serve as a guideline only, with the experience and year by year specific details also guiding the Town's actions in any given drought scenario. Staff will compare CBT raw water supply with projected demand and will monitor actual demands and supply. If the annual CBT quota is 70% or more, the Town's water supply will not be considered in a drought scenario. The Town will continue to take water conservation actions at all times, especially during years of below average precipitation and/or snowpack.

Level 1 (Mild) Drought - 10% Water Reduction Goal

Upon determining a level one drought exists, the Town of Windsor may perform any or all of the following efforts:

- Increase in public information about drought severity and review and enactment of appropriate conservation efforts. The Town will promote a public water conservation campaign emphasizing mildly dry conditions existing at that time. Encourage customers to reduce water use.
- Mandatory measures for raw water reduction in public use of water.
 1. Parks & Recreation will conserve potable water where possible.
- Raw water leases and bulk potable water sales.
 1. Surplus raw water rental eliminated.
 2. Historic lease back of raw water reduced or eliminated.
 3. No water leases are guaranteed during a level one drought (except by existing contracts). If leases are approved the Town may elect to increase the lease rate to recover investment costs and to discourage non-essential uses.

4. Bulk potable water permits will be reviewed for use and total demand on system. Normal use of water through bulk permits will be allowed, but use of fire hydrants for irrigation will not be allowed (except for existing commitments).

Level 2 (Moderate) Drought - 20% Water Reduction Goal

Upon determining a Level 2 drought exists, the Town of Windsor may perform any or all of the following efforts as well as those from previous level:

- Continue public information about the drought severity and enactment of increasing conservation efforts. The Town will promote a public water conservation campaign emphasizing moderately dry conditions.
- Mandatory measures for raw water reduction in public use of water
 1. Generate publicity about the Drought Response Hotline and prepare employees, particularly Reception, to respond to drought-related questions; disseminate information.
- Mandatory water conservation by service customers.
 1. Require to all customers served by the Town of Windsor to reduce water use.
 2.

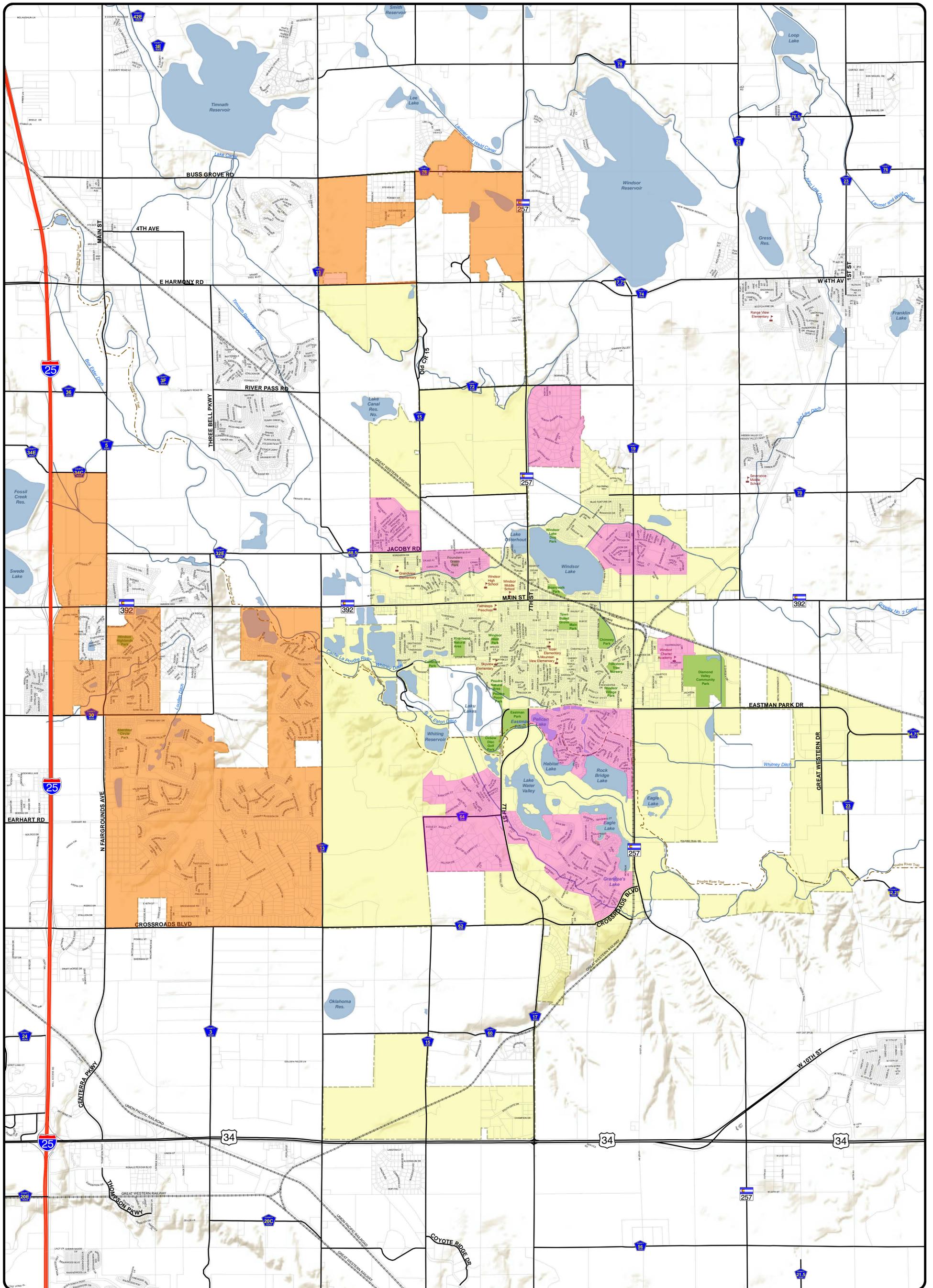
<u>Addresses ending with:</u>	<u>Watering day:</u>
0-2	Wednesday & Saturday
3-6	Sunday & Thursday
7-9	Tuesday & Friday
- No watering will be allowed on Monday.
- Watering restrictions shall not apply to hand watering of vegetable and flower gardens, trees and shrubs by individual holding a hose with a nozzle.
 1. No watering between the hours of 10:00 a.m. and 6:00 p.m.
 2. No additional water use through the potable system to replace water normally used through raw, gray or other water supply scenarios.
 3. Personal vehicles shall be washed only during the properties' designated watering day and only with a bucket or a hand-held hose and nozzle.
 4. Vehicle fleets and vehicles in auto dealerships may be washed no more than once a week.
 5. Address landscaping requirements in development agreements as related to drought plan.

- Train and assign Water Department and Law/Code Enforcement employees to:
 1. Police outdoor water use.
 2. Issue warnings.
 3. Impose penalties for water waste, violations of any permits and non-compliance with restrictions.
 4. Implement Town Hall and Parks & Recreation potable water reduction actions.
- Raw water leases and bulk water sales:
 1. Surplus raw water rental eliminated.
 2. Historic lease-back of raw water eliminated.
 3. No water leases are guaranteed during a Level 2 drought (except by existing contracts). If leases are approved, the Town may elect to increase the lease rate to recover investment costs and to discourage non-essential uses.
 4. Bulk water permits will be reviewed for use and total demand on system. Normally use of water through bulk permits will not be allowed, but can be allowed under review by water department staff. Use of fire hydrants for irrigation will not be allowed (except for existing commitments).
- Staff shall develop plans for implementing level three policies, including more restrictive mandatory water use reductions. Water Department will monitor drought response effectiveness, recommend adjustments, and report to public regularly.

Enforcement of Drought Restrictions (requires ordinance approval by Town Board):

The customer (owner or occupant of the licensed premises) shall be responsible for complying with drought restrictions. Those who violate any of these drought restrictions will be subject to the penalties listed below:

- For a first violation of any drought restriction the owner or occupant will be given a written warning.
- A written warning shall be issued for a first violation and fines will be imposed and escalated for each additional violation. Each day during which a violation occurs or continues shall constitute a separate misdemeanor offense. Continuing waste of water at the same premises or willful violation of any drought restriction may result in water service being terminated.



Municipal Boundary

 Windsor Corporate Limits - 24.6 sqmi
 0 0.25 0.5 1 Miles
 1:24,000

-  SUBDIVISIONS WITH NON-POTABLE IRRIGATION SYSTEMS
-  SUBDIVISIONS OUTSIDE OF WINDSOR'S WATER SERVICE AREA



This map was created for illustrative purposes only. Any repercussions from the misuse or misrepresentation of this map or its contents, whether intentional or not, are the sole responsibility of the user.
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 File: MunicipalBoundary(24x36-P)

2013 WATER SUPPLY PLAN

Historical Water Usage

Year	Amount purchased from NWCWD (million gallons)	Amount purchased from FCLWD (million gallons)	Amount purchased from Greeley (million gallons)	Total (including shrinkage) million gallons	Total (including shrinkage) acre-feet
2005	338.1	109.3	169.9	713.0	2,188
2006	392.1	111.3	180.0	787.7	2,418
2007	346.4	110.5	235.6	808.9	2,483
2008	324.7	109.8	201.2	739.5	2,270
2009	289.7	111.3	177.2	671.5	2,061
2010	334.4	108.9	184.5	727.5	2,233
2011	327.6	110.1	189.9	728.3	2,235
2012	416.8	111.3	207.2	850.3	2,610
Average	346.2	110.3	193.2	753.3	2,312 plus 15.3% shrinkage equals 2,666

Raw Water Supply

	Number of shares	Yield in 2013 (acre-feet)
CBT variable quota (assume 60%)	1,474	884 acre-feet
CBT fixed quota (assume 60%)	2,101	1,261
CBT carryover		1,044
North Poudre Irrigation Co.	359.5	539
Total CBT available		3,728 acre-feet
Available water after 15.3% shrinkage		3,233 acre-feet
Available water if 800 af carried over to 2014		2,433 acre-feet

Supply is approx. 9% less than Average Demand

Treatment/Contract Capacity

	w/o shrinkage	w/ shrinkage
Max. amount from NWCWD (452 MG)	1,386	1,525 acre-feet
Max amount from FCLWD (110 MG)	337	371
Max. amount from Greeley (630 af)	630	819
	2,353	2,714 acre-feet



FUTURE TOWN BOARD MEETINGS

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

April 22, 2013 6:00 p.m.	Town Board Work Session
April 22, 2013 7:00 p.m.	Town Board Meeting
April 29, 2013	Fifth Monday
May 6, 2013 6:00 p.m.	Town Board Work Session Cemetery Master Plan & Museum Landscape Plan – M. Chew
May 13, 2013 5:30 p.m. - First floor conference room	Board/Manager/Attorney Monthly Meeting
May 13, 2013 7:00 p.m.	Town Board Meeting Kern Board Meeting
May 20, 2013 6:00 p.m.	Town Board Work Session
May 27, 2013	Memorial Day – Meetings cancelled
June 3, 2013 6:00 p.m.	Town Board Work Session 2012 Audit Report Presentation
June 10, 2013 5:30 p.m. - First floor conference room	Board/Manager/Attorney Monthly Meeting
June 10, 2013 7:00 p.m.	Town Board Meeting
June 17, 2013 6:00 p.m.	Town Board Work Session
June 24, 2013 6:00 p.m.	Town Board Work Session
June 24, 2013 7:00 p.m.	Town Board Meeting

Additional Events

April 17, 2013; 7:00 a.m. Severance, CO	Weld County/Severance/Windsor joint meeting – attending: John Vazquez, Kristie Melendez, Don Thompson, Kelly Arnold
April 17, 2013; 5:00 p.m. The Ranch	NFRMPO Transportation Orientation – attending: Ivan Adams
April 22, 2013; 11:30 a.m. Loveland, CO	Local Governments Work Together lunch – attending: Don Thompson, Jeremy Rose, Ivan Adams
April 24, 2013 Community Recreation Center	Advisory Board Appreciation Dinner
May 20, 2013; 11:30 a.m. Fort Collins	CML Spring Outreach Meeting

Future Work Session Topics

Law West Tributary Improvements