



**TOWN BOARD WORK SESSION**  
May 6, 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.

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**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. | Box-Elder IGA – interim sanitary sewer service – D. Wagner           |
| 6:20 p.m. | 2. | Law Basin West Tributary storm water update – D. Wagner              |
| 6:40 p.m. | 3. | Water tank project update – K. Arnold                                |
| 7:00 p.m. | 4. | Liquor licensing authority review of draft contract(s) – I. McCarger |
| 7:20 p.m. | 5. | Future meetings agenda   |



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## MEMORANDUM

**Date:** May 6, 2013  
**To:** Windsor Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Dennis Wagner, Director of Engineering  
**Re:** Intergovernmental Agreement with Boxelder Sanitation District for temporary sewer service to development northeast of the intersection of WCR 13 and WCR 74  
**Item #:** Work session - 1

### Background / Discussion:

In 2004, the owner of the west half of Section 31, that is immediately east of WCR 13 and north of WCR 74, proposed development of the property, but Windsor's sewer system was still 4.5 miles from the property. The property, shaded yellow on the attached *Harmony Ridge.PDF* file, has been annexed to Windsor since 1985. The property owner asked Windsor to allow the property to be served on an interim basis by the Boxelder Sanitation District which had a sewer line approximately 1 mile west of the site. It resulted in an Intergovernmental Agreement (IGA) between Windsor and Boxelder Sanitation District (BSD) in June 2006. According to the IGA, BSD would provide sewer service until Windsor's sewer system was extended to the property and at that time service would be converted to Windsor. Discussions with the developer also included a stipulation that Windsor would collect Sewer Plant Investment Fees on each new tap, even initially when BSD was providing service, so that when service was converted to Windsor collection of plant investment fees wouldn't have to be done retroactively.

The 2004 owner was not successful in starting development and the property has come under new ownership that wants to proceed with a new development called Harmony Ridge, including an additional 160 acres (shaded green on map), but with temporary sewer service by BSD. As illustrated on the attached "*East Side Interceptor Sewer.PDF*" file, Windsor's sewer system is now about 3.5 miles from the Harmony Ridge property but would still be a cost-prohibitive endeavor.

The original 2006 IGA with BSD expired in 2011. Thus the current owner recently approached the BSD Board of Directors who responded positively to a new IGA with Windsor that would be similar to the original one.

### Recommendation:

The Windsor Water and Sewer Board considered the proposal for a new IGA on April 10, 2013, and passed a recommendation for approval; staff concurs.

### Attachments:

Draft IGA  
Harmony Ridge.PDF  
East Side Interceptor Sewer.PDF

## **INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement ("IGA") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF WINDSOR, COLORADO, a Colorado home-rule municipality, hereinafter referred to as "the Town," and BOXELDER SANITATION DISTRICT, a Colorado special district, hereinafter referred to as "the District";

### **WITNESSETH:**

WHEREAS, The Town and the District are Colorado governmental entities authorized by Colorado law to enter into agreements concerning the provision of governmental services; and

WHEREAS, the Town has received a comprehensive annexation and development proposal for a mixed-use development legally described on Exhibits "A" and "B," attached hereto and incorporated herein by this reference, hereinafter referred to as "Harmony Ridge." This development is proposed to be located on Section 31, T7N, R67W of Weld County on the northeast corner of Weld County Road 13 and Weld County Road 74. The Harmony Ridge development is anticipated to be located entirely within the future sanitary sewer service area of the Town; and

WHEREAS, the Town's Water and Sewer Advisory Board has conducted a preliminary review of Harmony Ridge and has recommended to the Town Planning Department that any approval to the development be specifically conditioned upon the agreement of the developer to provide adequate sanitary sewer service to all aspects of the development and that septic systems not be approved for any portion of the development. Additionally, the Water and Sewer Advisory Board has recommended that Harmony Ridge ultimately be served by the Town's sanitary sewer utility; and

WHEREAS, because of lack of infrastructure, the Town is not presently capable of serving sanitary sewer to Harmony Ridge in the absence of the developer's agreement to extend the Town's currently existing sanitary sewer line to the development, and the Town and the developer agree that such an extension is not economically feasible at this time; and

WHEREAS, the District has existing sanitary sewer infrastructure in reasonable proximity to Harmony Ridge. This infrastructure and other components of the District's wastewater collection system connected thereto, pending some infrastructure capacity and other enhancements, could potentially be utilized to provide sanitary sewer service to Harmony Ridge. The wastewater plant of the District has sufficient capacity to service the build-out hydraulic and load of Harmony Ridge under current permit conditions and into the reasonably near future; and

WHEREAS, the property described on Exhibit A is presently included in the District and the property described on Exhibit B is not included in the District. In anticipation that the Town will ultimately be the permanent sewer service provider for Harmony Ridge, it is appropriate that the Property described on Exhibit A be excluded from the District; and

WHEREAS, the District is able by contract to provide sanitary sewer service for Harmony Ridge until such time as Harmony Ridge connects to the Town's sanitary sewer utility.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the mutual receipt of which is hereby acknowledged, the parties agree as follows:

1. By the terms of this IGA, the Town and the District agree that the District shall provide sanitary sewer service to Harmony Ridge by contract on such terms and upon such conditions as the District may establish and after the property described on Exhibit A is excluded from the District. The costs of the extension and enhancements related to the District's extending service to Harmony Ridge shall be paid by the developer and are not recoverable or otherwise to be reimbursed. These improvements shall become and remain the property of the District, and the portion of the improvements located within the development are expected to become the property of the Town at such time as Harmony Ridge connects to the Town's sanitary sewer utility. Nothing contained herein shall limit or otherwise restrict the District from imposing whatever requirements of infrastructure construction, land dedication or other such conditions of service, as the District in its sole discretion may require. This includes the normal tap fees to reimburse the capital construction costs of the treatment plant.
2. The sanitary sewer infrastructure within Harmony Ridge shall meet or exceed the more stringent of the minimum design and construction standards and specifications of the Town and the District.
3. The District, using its customary practice, shall inspect the construction of the infrastructure within Harmony Ridge and accept the infrastructure if it meets or exceeds the applicable performance specifications (per Section 2 above). This includes but is not limited to house laterals (owned and maintained by owner of the property served), collection and interceptor lines and manholes and other appurtenances attached thereto.
4. These sanitary sewer assets, exclusive of the house laterals, shall be dedicated to the District and become its assets.
5. The District, while it owns and controls the wastewater collection system within Harmony Ridge, shall maintain said wastewater collection system in conformity with its routine maintenance practices.

6. The wastewater collection system, while the District owns it, shall be subject to all District Rules and Regulations. Any properties utilizing said collection system shall be customers of the District and, if necessary, will be subject to the District's Industrial Pretreatment Program requirements.
7. The Town acknowledges that so long as the District serves Harmony Ridge with sanitary sewer service pursuant to its duty of compliance with its NPDES permit and laws applicable to the installation, operation and maintenance of the collection system, the Town shall not interfere with that duty by land use decisions that are incompatible with sanitary sewer capacity constructed on the basis of the Town's current or projected land use densities. Furthermore, the Town shall report immediately to the District any evidences of sanitary sewer overflows, any changes of commercial activities that may require pretreatment permitting, any change in the water supply sources that may impact the water quality of the wastewater, or any other new information that should be reported to the District to assure it remains in compliance. The District shall from time to time notify the Town of specific information the Town should provide relevant to the District's sanitary sewer service to this development. Failure to provide information specifically identified herein as relevant to permit compliance and within the control of the Town sufficiently to contribute materially to noncompliance resulting in civil penalties to the District shall be grounds for termination of this IGA by the District or civil action for damages by such breach of the IGA.
8. The Town and the District agree that the Town has the right to require the Harmony Ridge developer to enter into a comprehensive annexation and development agreement that shall in part address the obligation of the Harmony Ridge developer to connect to the Town's sanitary sewer utility when such connection is economically feasible. The terms and conditions of this development agreement, as those terms and conditions relate to sanitary sewer service, shall be negotiated between the District and the developer, which terms shall be integrated into the development agreement as a condition of building permit issuance by the Town.
9. The District shall continue to serve Harmony Ridge by contract until Harmony Ridge connects to the Town's sanitary sewer utility, subject to the District's Rules and Regulations. Nothing in this IGA shall prevent the District from serving portions of Harmony Ridge by contract while the Town serves other portions of Harmony Ridge, if doing so meets the sanitary sewer needs of the parties and Harmony Ridge customers.
10. Not less than one year prior to Harmony Ridge's anticipated date of termination of its wastewater discharges to the District's wastewater collection system, the Town shall advise the District of this event in writing.
11. When Harmony Ridge is required to connect to the Town's sanitary sewer utility pursuant to the aforesaid annexation and development agreement, the District agrees that upon such connection it shall relinquish its right to serve Harmony Ridge and shall

convey to the Town the District-owned wastewater collection system within Harmony Ridge which was used to service the development, in an "as-is" condition. Nothing herein shall be deemed to foreclose the Town's ability to hold third parties (without limitation, such as the developer, a metropolitan district or property owner association) responsible for bringing the wastewater collection system within Harmony Ridge up to Town standards prior to conveyance to the Town.

12. The transfer of District infrastructure under this IGA to the Town shall not involve any portions of the District-owned wastewater collection infrastructure off-site from Harmony Ridge.
13. The District's sanitary sewer assets located within Harmony Ridge shall be transferred to the Town in an "as is" condition with no warranty, recognizing that the construction is to be in accordance with the more restrictive of the minimum specifications of the Town and District.
14. The District will not be responsible for any clean up of sanitary sewer infrastructure or of water, soil or other media that may have been subject to any impact from the presence or operation of the Harmony Ridge sanitary sewer infrastructure, subsequent to the transfer of the Harmony Ridge development sanitary sewer infrastructure to the Town.
15. After the connection of Harmony Ridge to the Town's sanitary sewer utility and pursuant to the then existing requirements of the Windsor Municipal Code, the Town shall commence service to the development, and thereafter be obligated to maintain the infrastructure conveyed to the Town pursuant to this IGA. The transfer of the wastewater infrastructure within Harmony Ridge shall terminate all obligations of the District concerning the sanitary sewer assets transferred to the Town.
16. The Town and the District shall address by supplemental agreement such procedural and managerial issues that may arise relating to the transfer of Harmony Ridge sanitary sewer service from the District to the Town. This includes the resolution of disputes between the two entities.
17. At least six months prior to the transfer of Harmony Ridge sanitary sewer service from the District to the Town, the two governments shall prepare and complete to the reasonable satisfaction of the District, a transfer plan which shall address issues including but not limited to the effect of the transfer on the District's bonded indebtedness, the District's programs intended to ensure compliance with applicable portions of the federal Clean Water Act and associated federal regulations, and state Water Quality Act and associated state regulations, as applicable to Harmony Ridge. The parties shall ensure that customers shall not be assessed fees and charges from both the District and the Town simultaneously, although it is understood nonetheless that the District shall have the continuing right to collect delinquent sanitary sewer charges, fees and assessments following the Town's assumption of sanitary sewer service to former District customers.

18. Indemnities: To the extent permitted and as otherwise limited to by Colorado law, the District shall indemnify the Town against any claims made before the transfer of the Harmony Ridge collection system from the District to the Town, except any claims based, or related to, alleged problems with the sanitary sewer infrastructure within the Harmony Ridge development. To the extent permitted and as otherwise limited by Colorado law, the Town shall indemnify the District against any claims made after the transfer of the Harmony Ridge collection system from the District to the Town.
19. This IGA shall become effective upon approval of its terms by the Windsor Town Board and the Board of Directors of the District and shall remain in effect for a period of five (5) years unless extended through formal actions by both the Town Board and the District Board. Notwithstanding anything to the contrary contained in the foregoing sentence, if during the five year term the District starts receiving any wastewater flow from Harmony Ridge, then this agreement shall remain in full force and effect until such time as the Town assumes ownership of the sanitary sewer assets located within Harmony Ridge.
20. This IGA shall be rendered void if the District is dissolved or merged or otherwise subsumed by another entity, unless that entity and the Town agree to extend this agreement within a reasonable time of such transaction.
21. The Town and the District specifically acknowledge that the provisions of this IGA are intended to address the rights and obligations of the Town and the District and such provisions are not intended to create any rights or provide any benefits to the developer of Harmony Ridge or the developer's successors or assigns.

IN WITNESS WHEREOF, the parties hereto have signed this IGA the day and year first written above.

TOWN OF WINDSOR, COLORADO

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By: Mayor John S. Vazquez

ATTEST:

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Patti Garcia, Town Clerk

APPROVED AS TO FORM:

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Kelly Arnold, Town Manager



# Town of Windsor GIS MAP



The Town of Windsor makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of the data portrayed in this product; nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. By printing or utilizing this map, you hereby release the Town of Windsor, its employees, agents, contractors, and suppliers from any and all responsibility and liability associated with its use.



# East Side Sewer Interceptor Master Plan

## Land Use

- Central Business District
- Community Separator
- Employment Corridor
- Heavy Industrial
- High Density Estate Single Family Residential
- Light Industrial
- Low Density Estate Single Family Residential
- Multi-Family Residential
- Neighborhood & General Commercial
- Other Public/Semi-Private
- Parks, Open Space, Mineral Extraction & Flood Plain
- Residential Mixed Use
- Schools
- Single Family Residential
- Greeley City Limits

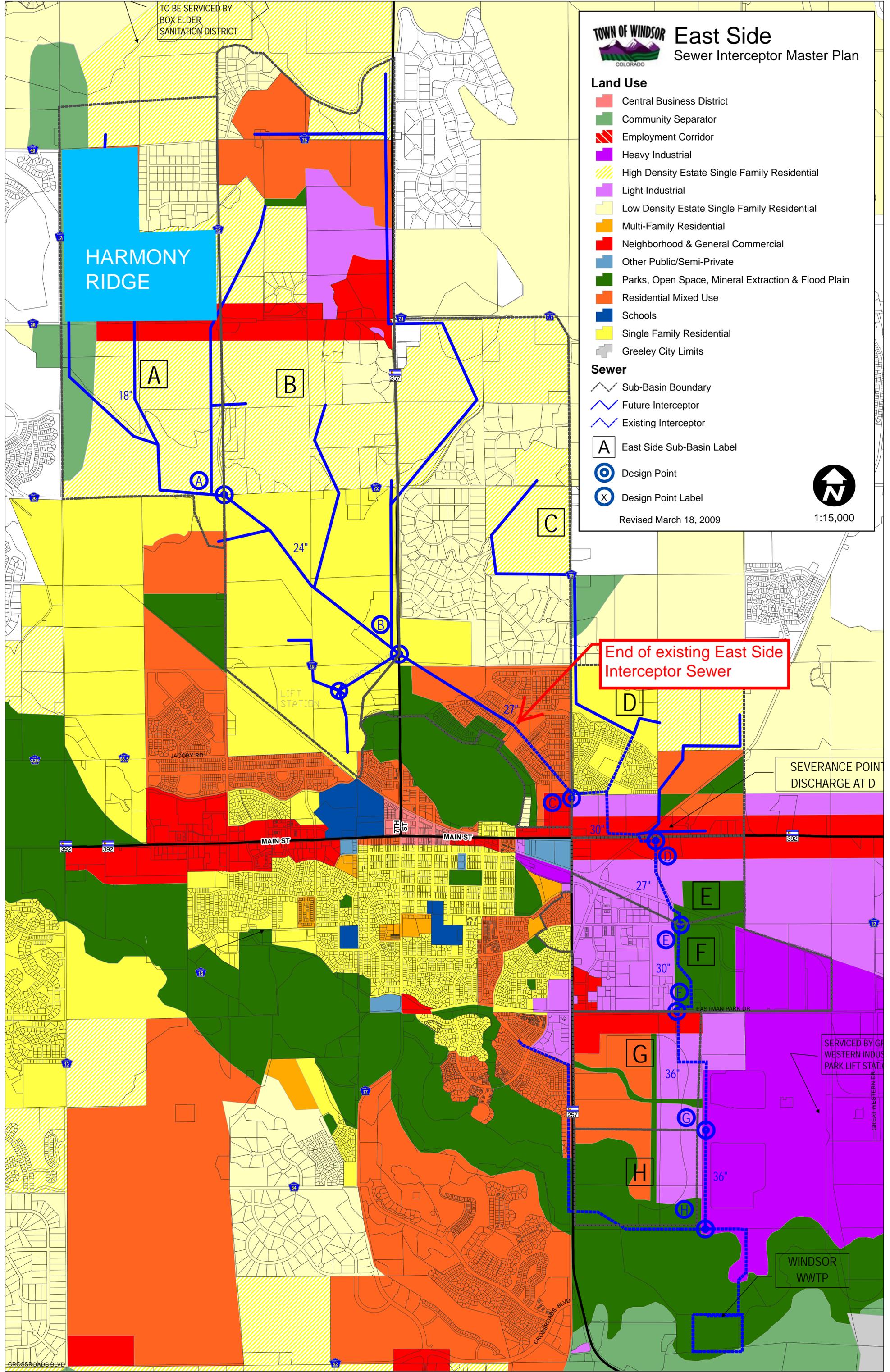
## Sewer

- Sub-Basin Boundary
- Future Interceptor
- Existing Interceptor
- East Side Sub-Basin Label
- Design Point
- Design Point Label

Revised March 18, 2009



1:15,000





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## MEMORANDUM

**Date:** May 2, 2013  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Dennis Wagner, Director of Engineering  
**Re:** Phase 1A preliminary design of Law Basin West Tributary Channel

### Background / Discussion:

The Davis Seepage Pipe was constructed following an agreement in 1919 that committed several property owners to share in the costs of construction. Those property owners decided that a pipe would convey groundwater more effectively than the open ditch that existed at the time. High groundwater levels cause crop damage and the open ditch was an ongoing maintenance problem. Open ditches have a tendency to collect silt and weeds which reduce the ability to convey water.

Now almost 100 years later houses occupy the land instead of crops and the conveyance of water is a problem once again. Several homeowners within the Peakview Subdivision report frequent and persistent sump pump operation, and a high level of concern for potential damage to property. Two sources of water, groundwater and storm water, are involved. The original Davis Seepage Pipe was intended mainly to convey groundwater with some minor surface and storm water flows. However, with the development of the Greenspire and Peakview Estates Subdivisions, increased surface water runoff enters the Davis Seepage Pipe. Groundwater collection pipes are perforated to allow the water to steadily enter the pipe and flow downhill; they do not work well for conveying storm water. Storm water typically comes quickly, overpowering pipe capacity. The pressure forces water out of the pipe into the surrounding soil which eventually leads to system failure. Discussions involved stakeholders starting in the spring of 2011, followed by extensive information gathering and additional meetings. The conclusion at that point was that further consulting resources were needed to provide potential solutions.

Phase 1 preliminary design for rehabilitating the Davis Seepage Pipe system and a new channel to convey storm water in what is referred to in the town's Master Drainage Plan as the west tributary of the Law Drainage Basin was authorized by the Town Board in August 2012. Anderson Consulting Engineers (ACE) in Fort Collins was contracted to develop the preliminary design and cost estimate. The scope of that preliminary design started on the north side of State Highway 392 and extended south/southeast about 4,100 feet to the Law Ditch. ACE concluded that the groundwater and the storm water should be conveyed by separate and distinct facilities, thereby returning the Davis Pipe to its intended function of primarily carrying ground water.

Then in January 2013, the Town Board approved Phase 1A which expanded the scope of the preliminary design of the Law Basin West Tributary Channel from Highway 392 northwest to WCR 19. With the exception of re-routing Davis Seepage Pipe flows at WCR 19, the Davis Seepage Pipe was not included in the preliminary design for the segment from Highway 392 to WCR 19.

Anderson Consulting Engineers recently completed the latest phase of preliminary design that was authorized in January. Their work also included an estimate of \$1.95 million to complete the West Tributary Channel (and low-flow pipe) from the Law Ditch to WCR 19. Davis Seepage Pipe rehabilitation is not included.

The table below illustrates a schedule that would result in completion of the proposed Law Basin West Tributary Channel and Low-flow Pipe in early 2015.

Task	Time Period
Sign contract for final design	July 2013
CLOMR – Endangered Species Study, Submit, Approval US Fish & Wildlife	3 <sup>rd</sup> & 4 <sup>th</sup> Qtr 2013
Easement Acquisition	3 <sup>rd</sup> & 4 <sup>th</sup> Qtr 2013
Final Design & Bid Package Prep	3 <sup>rd</sup> & 4 <sup>th</sup> Qtr 2013 & 1 <sup>st</sup> Qtr 2014
Corps of Engineers Individual 404 Permit	1 <sup>st</sup> & 2 <sup>nd</sup> Qtr 2014
Advertise for Bids	July 2014
Award Bid	August 2014
Construction	4 <sup>th</sup> Qtr 2014 & 1 <sup>st</sup> Qtr 2015

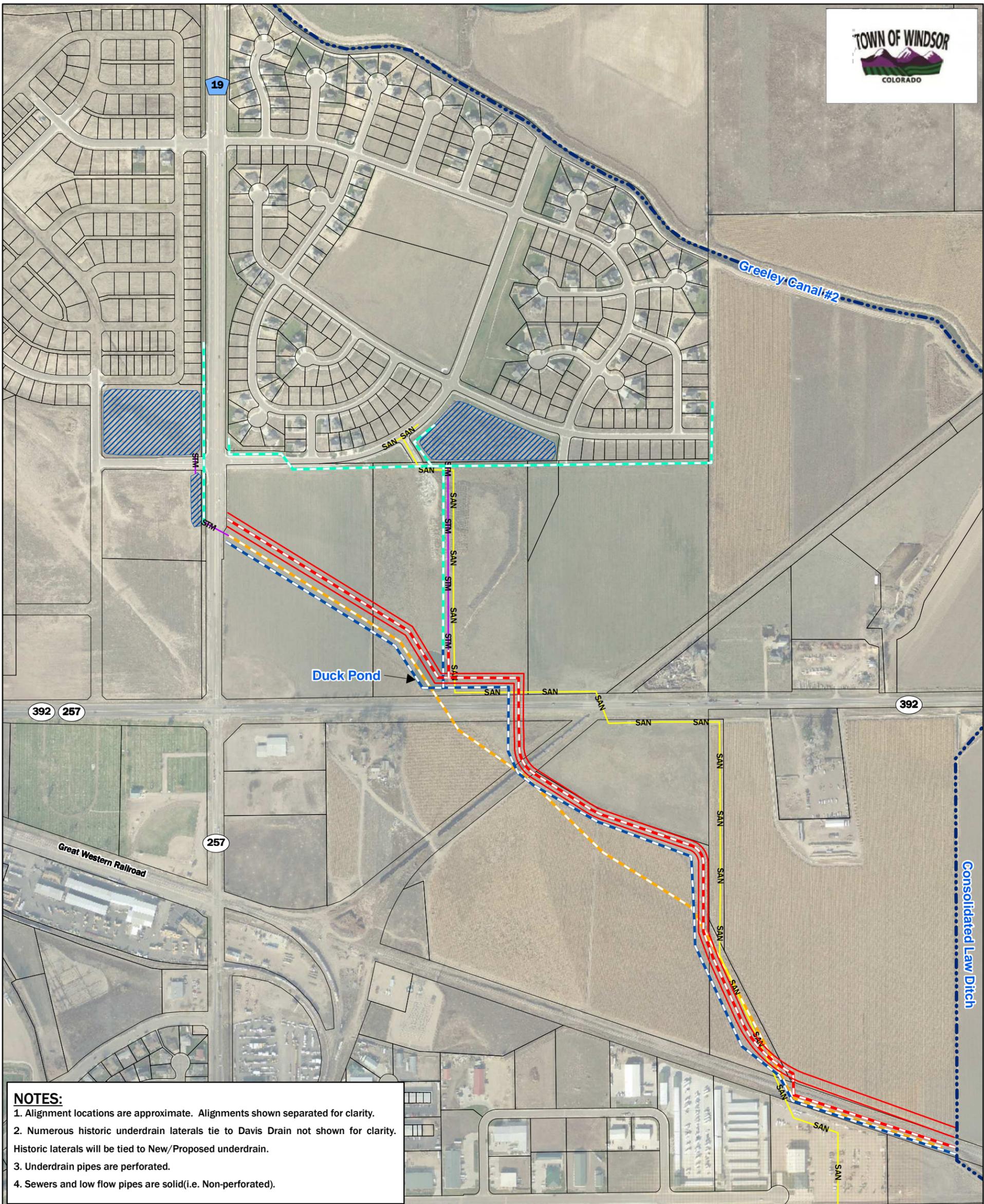
If the board chooses to pursue the schedule above, some unbudgeted expenditures are necessary in 2013. For example, \$35,000 for Conditional Letter of Map Revision (CLOMR) of the Law Basin Floodplain and Endangered Species Act permitting will be done. Also in 2013 will be easement negotiation and acquisition at an estimated \$180,000; and a majority of the final project design, costing approximately \$90,000.

Recommendation:

Authorize staff to proceed with work listed for 2013 for the Law Basin West Tributary Channel and Low-flow Pipe Project.

Attachments:

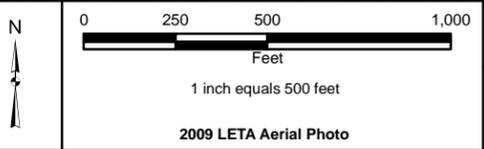
- Map of existing and proposed alignments.
- Cost Estimate.



**NOTES:**

1. Alignment locations are approximate. Alignments shown separated for clarity.
2. Numerous historic underdrain laterals tie to Davis Drain not shown for clarity. Historic laterals will be tied to New/Proposed underdrain.
3. Underdrain pipes are perforated.
4. Sewers and low flow pipes are solid (i.e. Non-perforated).

Existing		Proposed	
	Surface / Channel Drainage		
	Underdrains		
(Davis - 1919 Design)		(Davis - 2013 Design)	
	Storm Sewers		(Low Flow Pipe)
(Subdivision)			
	Sanitary Sewer		
	Parcel		
	Detention Pond		



Project Number: **COTOW21.01**  
 Created by: **BNA**  
 Date: **1/30/2013**  
 Reviewed by: **CJP**

**Existing & Proposed Alignments Of The Davis Seepage Drain & The Law Basin West Tributary Channel**

**West Tributary Channel Preliminary Design - Law Ditch Confl. To Upstream/West Side of WCR 19**  
**Engineer's Opinion of Construction Costs - 30% PRELIMINARY Design**

Item Number	Description	Unit Costs		Estimated Quantity	Item Cost (\$)
		Cost	Unit		
1	Mobilization	\$ 60,000	LS	1	\$ 60,000
2	Traffic Control	\$ 75,000	LS	1	\$ 75,000
3	Construction Surveying and Staking	\$ 30,000	LS	1	\$ 30,000
4	ROW Acquisition	\$ 20,000	AC	9	\$ 180,000
5	Clearing and Grubbing	\$ 3,000	AC	10	\$ 30,000
6	Water Control and Dewatering	\$ 75,000	LS	1	\$ 75,000
7	Field Office	\$ 13,000	LS	1	\$ 13,000
8	Remove and Replace Fence (3-Strand Wire)	\$ 5	LF	350	\$ 1,750
9	Remove 20-inch VCP	\$ 4	LF	595	\$ 2,380
10	Remove CMP at SH 392	\$ 5,000	LS	1	\$ 5,000
11	Remove CMP at Railroad	\$ 5,000	LS	1	\$ 5,000
12	Unclassified Excavation&Place (Channel Only)	\$ 4	CY	9800	\$ 39,200
13	Topsoil Storing and Placement	\$ 5	CY	450	\$ 2,250
14	Imported Fill	\$ 11	CY	9500	\$ 104,500
15	Irrigation Tailwater Ditch	\$ 2,000	LS	1	\$ 2,000
16	Grade Control Structures (Riprap)	\$ 600	EA	12	\$ 7,200
17	Fabric Sediment Fence	\$ 5	LF	5700	\$ 28,500
18	Erosion Control Ditches and Berms	\$ 3	LF	500	\$ 1,500
19	18-inch Solid SDR-35 Pipe	\$ 20	LF	320	\$ 6,400
20	24-inch Solid SDR-35 Pipe	\$ 25	LF	6243	\$ 156,075
21	30-inch Solid SDR-35 Pipe	\$ 60	LF	60	\$ 3,600
22	36-inch Pipe Sleeves (~10 LF EA)	\$ 1,000	EA	17	\$ 17,000
23	36-inch RCP Carrier Pipe (Assumed Bored)	\$ 160	LF	170	\$ 27,200
24	Inlet Structures-Channel Bottom to Low Flow Pipe	\$ 2,500	EA	16	\$ 40,000
25	Manholes-Low Flow Pipe	\$ 6,500	EA	5	\$ 32,500
26	30-inch Perforated SDR-35 Pipe	\$ 65	LF	264	\$ 17,160
27	Manholes-Underdrain	\$ 6,500	EA	14	\$ 91,000
28	Concrete Linear (8'W x 4"Thick, SH392-WCR19)	\$ 28	LF	2000	\$ 56,000
29	18-inch RCP - Service Road Crossing (4 EA-50LF)	\$ 50	LF	200	\$ 10,000
30	Double Cell 3'x6' RCB Culvert (RR Spur & SH 392)	\$ 800	LF	280	\$ 224,000
31	Headwall/Wingwall (Double Cell 3'x6')	\$ 12,500	LS	6	\$ 75,000
32	Hydroseeding/Mulching	\$ 2,700	AC	13	\$ 35,100
33	Railroad Flagging	\$ 95	HR	200	\$ 19,000
34	Railroad Permitting and Insurance	\$ 12,500	LS	1	\$ 12,500
35	CLOMR & Endangered Species Act Permitting	\$ 35,000	LS	1	\$ 35,000
36	USACE 404 Permitting (Assumed Nationwide)	\$ 10,000	LS	1	\$ 10,000
37	Utility Relocations	\$ 10,000	LS	3	\$ 30,000

**Subtotal (\$): \$ 1,559,815**

**Engineering: \$ 90,000**

**Resident Construction Inspection Services: \$ 70,000**

**Contingency - 15%: \$ 233,972**

**TOTAL: \$ 1,953,787**

**Notes:**

1. Excavated channel and low flow pipe with channel bottom inlets
2. Design & cost estimate assumes project constructed independent from Davis Underdrain Rehabilitation
3. Design assumes interim grading to facilitate local drainage getting to proposed channel. Ultimate grading where indicated would be constructed at a future date.
4. CLOMR/ESA Permitting includes: Simplified ESA (\$5,000), CLOMR Prep.&Submit (\$25,000), and FEMA Review Fee (\$5,000).



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## MEMORANDUM

**Date:** May 6, 2013  
**To:** Mayor and Town Board  
**From:** Kelly Arnold, Town Manager  
**Re:** Water Tank Grant  
**Item #:** Work Session - 3

### **Background / Discussion:**

For the past three year, the Town of Windsor has been prepared to apply for a State of Colorado Energy and Mineral Impact Assistance Program grant for a 3-million gallon water tank project. This year the State re-instated funding of the program and the Town applied for \$800,000 grant to help offset the cost of almost \$2,300,000. The total amount of the project was budgeted in the 2013 budget with the \$800,000 grant recognized as a revenue source.

After providing a presentation on the grant for the Energy and Mineral Assistance Program Board, the Town received notice that the **Board approved \$450,000** for the project. The shortfall of \$350,000 will now need to be made up from the Water Fund if the project is to be constructed. The project is designed and in a "ready to go" position upon Town Board approval of the grant and funding of the balance of the project. If approved the project can be under construction by late summer and completed in six to eight months.

Just as a reminder, here is a summary of the project that can be found in the grant application that was submitted November 26, 2012:

***In 2002 Windsor adopted a Water Master Plan that presented a detailed analysis of future water demands, suggested system improvements and opinions of cost for the recommended infrastructure. The Master Plan outlined a need to service growth in the South Pressure Zone of Windsor by adding a water storage tank and pump station. The closed-loop pump station was constructed in 2006 at the site of the existing 2-million gallon water storage tank that was built in 1978. The Water Master Plan recommended another 3-million gallons of water storage to be added to the infrastructure by 2010 to satisfy the water storage requirements which typically include enough water for equalization of peak-hour demands, plus fire and emergency storage. In 2002, the water storage volume of the current 2-million gallon tank was projected to be sufficient through year 2010 and that was with a prediction of 5,496 water taps. Today Windsor has 5,520 water taps and in 2012 alone has processed 377 single-family building permits.***

### **Financial Impact:**

The shortfall of \$350,000 would be paid from the Water Fund reserve balance. The projected fund balance for the Water Fund at the end of 2013 is to be over \$7,300,000. The use of the reserve would reduce the fund balance by \$350,000.

	<b>Budget</b>	<b>Proposed</b>	<b>Note</b>
<b>Revenue</b>	\$800,000	\$450,000	Reduced Grant Amount
<b>Expense</b>	\$0	\$	
<b>Net</b>		\$(350,000)	To be funded from reserves

**Relationship to Strategic Plan:**

**#4: Promote, Manage, and Facilitate an Effective Infrastructure System in Town and the Northern Colorado Region.** This project helps meet the goal of addressing new water system needs and continue to provide quality water reserves for day-to-day use.

**Recommendation:**

It is recommended that the Town Board authorize Town staff to review grant contract and bring the contract to the June 10<sup>th</sup> Board meeting for approval. It is also recommended that the Town Board approve the use of the Water Fund reserves to help offset the grant shortfall of \$350,000.

**Attachments:**

- April 17, 2013 Department of Local Affairs notification letter on grant award.



# STATE OF COLORADO

John W. Hickenlooper, Governor

Department of Local Affairs  
Reeves Brown, Executive Director

April 17, 2013

The Honorable John Vazquez, Mayor  
Town of Windsor  
301 Walnut Street  
Windsor, CO 80550

RE: EIAF #07105 - Windsor Water Storage Tank #2

Dear Mayor Vazquez:

The state Energy and Mineral Impact Assistance Advisory Committee met recently to review requests for grant and loans from state severance tax and mineral lease revenues. These revenues are derived from oil, gas, carbon dioxide, coal and metals extracted in Colorado.

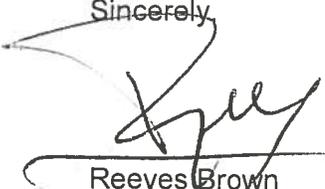
Your project was reviewed based on a variety of factors such as its connection to energy impact, degree of need, measurable outcomes, amount of request, relationship to community goals, level of local match and community support, management capacity and readiness to go.

I am unable to provide funding for the entire request. I am willing however, to enter into a contract for a grant in the amount of \$450,000. We anticipate these grant funds will be from state severance tax proceeds which may cause you to go to election to receive and spend these funds. You should confer with your legal and budget advisors to determine if such an election is necessary.

Please contact Don Sandoval at (970) 679-4501 for information on how to proceed. As you know, no state funds should be obligated before a grant contract is fully executed. Expenditures made prior to the contract being fully executed cannot be reimbursed by the state. This award offer is good for one year from the date of this letter.

Good luck with your project. Let us know if we can be of any assistance.

Sincerely,



Reeves Brown  
Executive Director

cc: Vicki Marble, Senator  
Stephen Humphrey, Representative  
Kelly Arnold, Town Manager  
Don Sandoval, DOLA



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## MEMORANDUM

**Date:** May 6, 2013  
**To:** Mayor and Town Board  
**Via:** Work session packets, May 6, 2013  
**From:** Ian D. McCargar, Town Attorney; Patti Garcia, Town Clerk  
**Re:** Liquor Licensing Authority agreement discussion  
**Item #:** Work session - 3

**Background / Discussion:**

During our recent work session on the topic of delegating Liquor Authority duties, staff was asked to prepare a discussion draft of an agreement under which the Town would delegate some or all Liquor Authority duties to Teresa Ablao. The attached Professional Services Agreement contains UPPER CASE lettering to illustrate alternate terms for this delegation, based on comments from the Town Board during the last work session. Specifically, the draft agreement calls for either a full delegation of liquor licensing authority, or a delegation of only those matters requiring a public hearing under the Liquor Code. Under either model, the Town Clerk's Office would continue to provide its customary administrative support to the Authority.

A full delegation of Local Licensing Authority would result in the Town Board divesting itself of all aspects of the process, including new licenses, renewals, transfers and disciplinary matters. The Authority would report its activity to the Town Board on a regular basis for informational purposes.

A delegation of only those matters requiring a public hearing would allow the Town Board to retain licensing authority in the more-routine areas, such as transfers and renewals. New licenses and disciplinary actions would be referred to Ms. Ablao, as the statutes require public hearings in those areas. Renewals are unique, as a public hearing is not required in all cases; the statutes are clear, however, that a renewal cannot be denied without first having a public hearing. If the Authority intends to explore licensee conduct, practices and policies, a public hearing process allows for a denial of the renewal if the licensee's practices are not satisfactory. Thus, the Town Board could keep the routine renewals (those that do not involve an exploration of licensee practices), but our recommendation is that any renewal in which the licensee's business or employee practices are under discussion should be heard in a full public hearing. Our current practice of bringing the licensee before the Authority for an unstructured conversation about licensee practices without the umbrella of a public hearing carries too many due process risks, even if it is well-intentioned. Regardless of whether Liquor Authority duties are delegated to Ms. Ablao or not, the current practice of bringing renewal candidates before the Authority without a public hearing umbrella should be discontinued.

**Financial Impact:** Estimated annual cost for full delegation: \$1,000 to \$2,000 annually.  
Estimated cost for partial delegation: \$500 to \$1000 annually.

**Relationship to Strategic Plan:** Strong local economy, diverse business sectors; community spirit and pride.

**Recommendation:** Consider Liquor Authority delegation; instruct staff and administration.

**Attachments:**

Memo - Liquor Authority Actions 2009 - present  
Draft Professional Services Agreement



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## MEMORANDUM

**Date:** May 6, 2013  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Patti Garcia, Town Clerk  
**Re:** Liquor Authority Actions 2009 - present  
**Item #:** Work session

**Background / Discussion:**

The Town Board requested a breakdown of actions taken by the local licensing authority for the past four years. The table is broken down by show cause hearings, new licenses, renewals, special event, transfer, and other (modification of premise, change of manager, etc.) and noting if they were on the action or consent agenda. The 2009 show cause hearing was for The Duke of Windsor due to a delinquent sales tax account.

	Show cause hearing/action	New/action	Renew/action	Renew/consent	Special event/consent	Transfer/consent	Other/consent	Totals
2009	1	0	4	23	1	3	1	33
2010	0	2	2	25	7	1	3	40
2011	0	4	0	29	8	0	2	43
2012	0	2	2	26	8	4	2	44
2013	0	0	0	10	2	0	1	13

## PROFESSIONAL SERVICES AGREEMENT

(Town of Windsor Local Liquor Licensing Authority)

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the TOWN OF WINDSOR, COLORADO, a Colorado home-rule municipality (hereinafter, "Town") and TERESA ABLAO, attorney at law (hereinafter, "Ablao").

### WITNESSETH:

WHEREAS, the Colorado Liquor Code, § 12-47-101, *et. seq.*, provides for establishment of a Local Licensing Authority, the function of which is to make all quasi-judicial and administrative determinations pertaining to the issuance, transfer, renewal, suspension and revocation of liquor licenses within a defined area; and

WHEREAS, pursuant to the authority granted under the Colorado Liquor Code, the Windsor Town Board has been designated the Local Licensing Authority for Liquor Code administration within the Town's corporate limits; and

WHEREAS, the Town Board has considered the costs and benefits of delegating **PORTIONS OF/ALL OF** the Local Licensing Authority responsibilities to a single person who is experienced in liquor licensing and is learned in substantive and procedural law; and

WHEREAS, Ablao has the requisite experience, training, education and familiarity with liquor licensing practices and procedures; and

WHEREAS, the Town Board wishes to retain Ablao for the purpose of serving as the Liquor Licensing Authority **IN ALL LIQUOR LICENSING MATTERS/IN THOSE LIQUOR LICENSING MATTERS REQUIRING A PUBLIC HEARING UNDER THE COLORADO LIQUOR CODE**; and

WHEREAS, Ablao desires to serve in this capacity, subject to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, it is agreed between the parties as follows:

1. **Preamble.** The parties acknowledge that the recitals set forth above are true and correct, and those recitals are incorporated into the body of this Agreement.
2. **Professional Services.** Ablao agrees to provide professional services to the Town as the Liquor Licensing Authority **IN ALL LIQUOR LICENSING MATTERS/IN THOSE LIQUOR LICENSING MATTERS REQUIRING A PUBLIC HEARING, WHETHER SUCH PUBLIC HEARINGS ARE REQUIRED BY LAW OR ARE REQUESTED BY A**

**PARTY IN INTEREST.** Such services shall include:

- (a) Convening **REGULAR MEETINGS OF THE LOCAL LICENSING AUTHORITY ON A SCHEDULE ESTABLISHED IN CONSULTATION WITH THE TOWN CLERK'S OFFICE/ SPECIAL MEETINGS OF THE LOCAL LICENSING AUTHORITY FOR THE PURPOSE OF PUBLIC HEARINGS REQUIRED OR REQUESTED UNDER THE COLORADO LIQUOR CODE;**
- (b) Working in cooperation with the Town Clerk's Office with respect to administration of liquor licenses within the Town; and
- (c) Reporting to the Town Board on a **MONTHLY/QUARTERLY** basis the activities of the Local Licensing Authority.

Ablao agrees to perform the duties of Local Licensing Authority in a competent and professional manner, and in compliance with applicable Colorado law.

- 3. Term. This Agreement shall commence upon Ablao's appointment by Resolution of the Town Board and shall continue for one (1) year thereafter unless sooner terminated as provided herein. The Town Board shall annually evaluate Ablao's performance, and this Agreement may be extended for additional one (1) year periods by agreement between the parties, approved by Resolution of the Town Board.
- 4. Termination. The foregoing time periods notwithstanding, the Town may terminate this Agreement at any time without cause by providing written notice of termination to Ablao. In the event of termination, Ablao shall be paid for services rendered prior to the date of termination subject only to the satisfactory performance of her obligations under this Agreement. Such payment shall be Ablao's sole right and remedy for such termination.
- 5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Town agrees to pay Ablao the sum of Seventy-five Dollars (\$75) per hour. Ablao shall bill the Town on a **QUARTERLY** basis by itemized statements acceptable to the Town.
- 6. Hearing Room and Support Services. The Town shall provide Ablao hearing room space as needed to administer the Local Licensing Authority processes delegated to Ablao hereunder. The Town Clerk's Office will provide administrative support to the Local Licensing Authority as has customarily been provided to the Town Board in its capacity as Local Licensing Authority. The Town Clerk's Office will timely provide Ablao with all documents and reports filed with or generated by Town staff with respect to the liquor licensing duties delegated to Ablao hereunder, and such information as may requested by Ablao for the

discharge of Local Licensing Authority duties delegated hereunder. Ablao shall at her own expense maintain such other office space as she deems necessary to perform the duties of Local Licensing Authority, including a mailing address and communications availability by telephone, facsimile and electronic mail.

7. Independent Contractor. With respect to services performed under this Agreement, Ablao shall be deemed an independent contractor. The Town shall not be responsible for withholding any portion of Ablao's compensation hereunder for the payment of FICA, Workers' Compensation, or other taxes or benefits, or for any other purpose.
8. Personal Services. It is understood that the Town enters into this Agreement based upon the special abilities of Ablao, and that this Agreement shall be considered as an agreement for personal services. Accordingly, Ablao shall neither assign any responsibilities nor delegate any duties arising under this Agreement.
9. Notices. Any notice, request or other communication to either party by the other party concerning the terms and conditions of this Agreement shall be in writing and shall be deemed given only (1) when actually received by the addressees, or (2) when sent postage prepaid by certified United States mail, return receipt requested, addressed as follows:  

TOWN:	<i>Copy to:</i>	ABLAO:
Town of Windsor 301 Walnut Street Windsor, CO 80550	Ian D. McCargar, Town Attorney 131 Lincoln Ave., Suite 100 Fort Collins, CO 80524	Teresa Ablao [number & street] [city and zip]
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the services to be rendered by Ablao to the Town. Neither Ablao nor the Town is bound by any representation not stated in this Agreement.
11. Governing Law. The laws of the State of Colorado shall govern validity, interpretation, performance and enforcement of this Agreement.
12. Binding Effect. The terms of this Agreement shall inure to the benefit of the parties, including their successors and permissible assigns, if any.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed on the day and year first written above.

TOWN OF WINDSOR, COLORADO

By: \_\_\_\_\_

John S. Vazquez, Mayor

ATTEST:

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Patti Garcia, Town Clerk

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Teresa Ablao, Attorney at Law

DRAFT



## FUTURE TOWN BOARD MEETINGS

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

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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 Train Quiet Zone study update and train development review process – K. Arnold Cemetery Master Plan – W. Willis Museum Landscape Plan – C. Knight
May 27, 2013	Memorial Day – Meetings cancelled
June 3, 2013 6:00 p.m.	Town Board Work Session
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 2012 Audit Report Presentation Economic Development update
June 24, 2013 6:00 p.m.	Town Board Work Session
June 24, 2013 7:00 p.m.	Town Board Meeting
July 1, 2013 6:00 p.m.	Town Board Work Session
July 8, 2013 5:30 p.m. - First floor conference room	Board/Manager/Attorney Monthly Meeting
July 8, 2013 6:00 p.m.	Town Board Meeting Kern Board Meeting
July 15, 2013 6:00 p.m.	Town Board Work Session
July 22, 2013 6:00 p.m.	Town Board Work Session
July 22, 2013 7:00 p.m.	Town Board Work Session
July 29, 2013	Fifth Monday

### Additional Events

May 20, 2013; 11:30 a.m. Fort Collins	CML Spring Outreach Meeting
June 18-21, 2013	CML Annual Conference

**Future Work Session Topics**

N/A