TOWN BOARD REGULAR MEETING
June 10, 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 & 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. Presentation of Safebuilt Scholarship – J. Plummer/R. Weber

6. 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 May 13, 2013 Regular Town Board Meeting and June 3, 2013 Special Town Board Meeting – P. Garcia
2. Liquor License Renewal – Backdraft Inc. dba Firestation Restaurant, Tavern License – P. Garcia
3. Liquor License Renewal – DOW dba The Duke, Tavern License – P. Garcia
4. Liquor License Manager Registration – DOW dba The Duke, Tavern License – P. Garcia
5. Liquor License Special Event Permit – Northern Colorado Soccer Club/Taste of Windsor (Boardwalk Park) – P. Garcia
6. Liquor License Manager Registration – Windsor Concepts, LLC dba Stuft-A Burger Bar, Hotel & Restaurant License – P. Garcia
7. Report of Bills – D. Moyer
8. Resolution No. 2013-27 - A Resolution Approving a License Agreement Between the Town of Windsor, Colorado and Broe Land Acquisitions, II, LLC with Respect to the Use of a Town-Owned Easement for the Conveyance of Augmentation Water, and Authorizing the Mayor to Execute the Same – I. McCargar

9. Resolution No. 2013-28 – A Resolution Approving an Intergovernmental Agreement between the Town of Windsor, Colorado, and the State of Colorado Department of Local Affairs with Respect to Grant Funding for the Construction of a Three Million-Gallon Water Storage Tank – D. Wagner
10. Designation of Mayor John Vazquez as voting delegate for the 2013 Colorado Municipal League Annual Meeting – P. Garcia

C. BOARD ACTION

1. Ordinance No. 2013-1455 - An Ordinance Approving the Disposition of Mineral Interests Underlying Covenant Park, and Authorizing the Mayor to Execute a Quit Claim Mineral Deed to Accomplish the Same
    - Second reading
    - Legislative action
    - Staff presentation: Ian McCargar, Town Attorney

2. Ordinance No. 2013-1456 – An Ordinance Amending the Windsor Municipal Code for the Purpose of Approving the Delegation of the Local Liquor Licensing Authority Duties to an Individual Familiar with Liquor Licensing and Learned in the Law
    - Second reading
    - Legislative action
    - Staff presentation: Ian McCargar, Town Attorney

3. Resolution No. 2013-29 - A Resolution Appointing Teresa Ablao to Serve as the Town of Windsor Local Liquor Licensing Authority Pursuant to the Provisions of the Colorado Liquor Code and Pursuant to Chapter 6, Article I of the Windsor Municipal Code
    - Legislative action
    - Staff presentation: Ian McCargar, Town Attorney

4. Public Hearing – Conditional Use Grant for Wireless Communications Facilities in accordance with Section 16-30-110 of the Municipal Code – 1680 Merlin Lane – Verizon Wireless, applicant/Kelly Harrison, Closser Consulting, LLC, applicant's representative
    - Quasi-judicial action
    - Staff presentation: Josh Olhava, Associate Planner

5. Conditional Use Grant for Wireless Communications Facilities in accordance with Section 16-30-110 of the Municipal Code – 1680 Merlin Lane – Verizon Wireless, applicant/Kelly Harrison, Closser Consulting, LLC, applicant's representative.
    - Quasi-judicial action
    - Staff presentation: Josh Olhava, Associate Planner

6. Public Hearing – Conditional Use Grant for oil and gas well facilities in the Residential Mixed Use (RMU) zoning district – Water Valley West Subdivision Lot 5 (Raindance FD) – Approximately one (1) mile south of State Highway 392, one (1) mile north of New Liberty Road (WCR 64), and one (1) mile east of County Road 13 – Shannon Hartnett, Great Western Operating Company, LLC, applicant/Broe Land Acquisitions II, LLC, property owner
    - Quasi-judicial action
    - Staff presentation: Brett Walker, Associate Planner

7. Conditional Use Grant for oil and gas well facilities in the Residential Mixed Use (RMU) zoning district – Water Valley West Subdivision Lot 5 (Raindance FD) – Approximately one (1) mile south of State Highway 392, one (1) mile north of New Liberty Road (WCR 64), and one (1) mile east of County Road 13 – Shannon Hartnett, Great Western Operating Company, LLC, applicant/Broe Land Acquisitions II, LLC, property owner
    - Quasi-judicial action
    - Staff presentation: Brett Walker, Associate Planner

8. Site Plan Presentation – Windsor Commons Third Filing, Lots 6 & 7, Block 3 – 975 & 990 Merchant Court - Mike Butler, Moltz Construction, applicant/Loren Bley, Bley Associates, architect
    - Staff Presentation: Brett Walker, Associate Planner

9. Site Plan Presentation – Great Western Industrial Park Fourth Filing, Lots 2 & 3, Block 3 – 31730 & 31750 Great Western Drive – John Pottorf, Helmerich & Payne International Drilling Co., applicant/Omar Herrera, PE, Lamp Rynearson & Associates, applicant's representative
    - Staff Presentation: Brett Walker, Associate Planner

10. Resolution No. 2013-30 – A Resolution Approving an Intergovernmental Agreement with Larimer County Regarding Joint Holding of Conservation Easements
    - Legislative action
    - Staff presentation: Melissa M. Chew, Director of Parks, Recreation & Culture

11. Resolution No. 2013-31 – A Resolution Approving the First Amendment to the October 22, 2012 Infrastructure Improvements Agreement Between the Town of Windsor and Eagle Crossing Windsor, LLC, with Respect to Retail Development within the Eagle Crossing Subdivision in the Town of Windsor, Colorado
    - Legislative action
    - Staff presentation: Ian McCargar, Town Attorney

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. ADJOURN

TOWN OF WINDSOR
COLORADO

M E M O R A N D U M

Date: June 10, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Joseph P. Plummer, AICP, Director of Planning
Re: Presentation of Safebuilt Scholarship
Item No: A.5.

Discussion:

In 2012 the Town's contract inspection agency, Safebuilt, Colorado, initiated a scholarship program that awarded two $500 scholarships to high school seniors, with one scholarship being awarded to a young gentleman and the other scholarship being awarded to a young lady. Safebuilt has continued this program, but beginning this year instead of offering two $500 scholarships, they offered a single $1,000 scholarship.

The criteria which were used in evaluating the scholarship applications are the same criteria that were used last year. These criteria are shown on the enclosed form and include grade point average; high school transcripts; a 250-word essay on the applicant's most significant contribution to the Windsor community; community service performed by the applicant; and verification of having been accepted to a college.

During the Windsor High School Senior Awards night on Monday, May 20th, this scholarship was awarded to Abigail Zimmerman, who will be attending the Colorado School of Mines. As a follow-up to that auspicious occasion, this current presentation has been scheduled to further recognize Miss Zimmerman's academic achievements and also to share this information with the Town Board about Safebuilt's ongoing commitment to give back to the community.

Attachments: Scholarship criteria
Scholarship application

pc: Mike McCurdie, President, Safebuilt
David Thomsen, Vice President, Safebuilt
Russ Weber, Building Official, Safebuilt
Angie Rizzuto, Chairperson, Windsor High School Counseling Department
Abigail Zimmerman, Scholarship Recipient

SAFEbuilt Scholarship

Background:
SAFEbuilt, through the Town of Windsor, has been providing building department services to the community of Windsor for over twenty years. One of our core commitments is to give back to the communities we serve. We are happy to offer the 2nd Annual SAFEbuilt Scholarship which will be awarded to the senior that shares our commitment to the Windsor community.

The Scholarship:
The SAFEbuilt Scholarship will recognize one Windsor High School Senior with a one-time scholarship of $1,000. The scholarship will be paid directly to the institution prior to the students' first term. Students will need to provide verification of acceptance.

Students will be asked to submit an essay of no more than 250 words explaining the most significant contribution they have made to the Windsor community during their time here. In order to be considered, the students must demonstrate a cumulative GPA of 3.0 or higher.

Review Committee:
The applications and essays will be reviewed by a committee consisting of one Town of Windsor employee and two SAFEbuilt employees. Their selection criteria will include:

- ✓ Quality and impact of essay
- ✓ Overall academic performance
- ✓ Involvement in community service

Important Dates:

The deadline for applications is **April 19, 2013. Applications are to be turned in to the WHS Counseling Office by 3:30 on the afternoon of the deadline.**

Winner will be announced during Senior Awards Night on **May 20, 2013.**

Winner will also be recognized at a Windsor Town Board Meeting in **June, 2013.**

SAFEbuilt.

Applicant Name: Abigail Zimmerman Application Due: April 19, 2013

SAFEbuilt Scholarship

Complete this form to apply for the SAFEbuilt Scholarship.

Section A: Contact Information

First Name: Abigail Last Name: Zimmerman

Address: 310 N. Shores Circle

City, State, Zip: Windsor, CO, 80550

Phone #: 970-310-0899 e-mail: alzimmerman05@gmail.com

Section B: Education Information

Grade Point Average: 4.170 Class Rank: 1 of 261

Education Institution you plan to attend in the fall of 2013:

1) Colorado School of Mines (First Choice)
2) Colorado State University (Second Choice)

Intended Major(s): Mechanical Engineering

Intended Career(s): Biomechanics Engineer

Section C: Student Resume

School Involvement: List up to four school-related activities in which you have participated during high school.

Activity	Honors, Positions Held, Letters Earned	Dates of Involvement	Hours Per Month
Yearbook	Editor-in-Chief	2010-2013	20
Varsity Soccer	All-Conference + Captain	2010-2013	60 during season
Student Council	Class Vice President	2009-2012	15
Key Club	Secretary	2011-2013	4

Community Involvement: List up to four community activities in which you are or have been Involved. Please provide a contact name and phone number to verify your involvement.

Activity	Organizational Contact	Positions Held	Dates of Involvement	Hours Per Month	
United Way	Lyle Smith Graybeal	Youth Allocation	2011-2013	6	970-304-6176
AWANA Club	Rod Carlson	member and volunteer	2002-2013	8	970-686-5471
Skyview Tutor	Carol Swanson	Tutor	2012-2013	2-8	970-686-2498
HELP International	Rod Carlson	Volunteer	2009-2013	varies	970-686-5471

Awards and Honors: List up to four awards or honors you received during high schools and briefly describe their significance.

Award/Honor	Significance to You	Date Received
All-Conference Soccer	award requires a lot of hard work	2011
National Honor Society	a prestigious group and honor	2011
Student of the Month	this award is community-wide	Sept. 2012
Boettcher Semi-Finalist	the scholarship is extremely competitive	2012

Section D: Written Response

Please attach a written response of no longer than 250 words describing what you consider to be **your most significant contribution to the community of Windsor during your time here.**

Section E: Student Statement

I certify the information provided in this application is, to the best of my knowledge, true and correct. I also certify that the written responses are a product of my own work and thoughts.

Signature: Abigail Zimmerman **Date:** 4/12/13

Please submit five (5) copies of this application for consideration.

Section E: Written Response

My greatest contribution to the community of Windsor is the way in which I have helped to develop two different programs that have had and will have a large impact on many students through the years. The first program that I have helped to grow is the AWANA program at the Windsor E-Free Church. Before, this program ran from preschool through sixth grade. I, however, decided that we could expand our program, so that more students could continue their studies if they so wished. Today, our program now runs all the way through high school age kids and around 70 students attend each week. I am receiving the highest award that is offered, the Citation Award, this spring. I have had multiple parents with small children approach me to thank me for being a strong role model. I am very thankful for my time with the AWANA program and the impact it has allowed me to make.

The other community program that I feel that I have helped to grow is the Windsor High School Girls' soccer program. For about six years, the girls' soccer team didn't win more than one or two games per season. As a freshman, I played every minute of every varsity game. My sophomore year, the team won a playoff game for the first time in the program's history. This year, I am team captain and starting defender/midfielder. I feel that I have had a large impact on the team in the four years that I have played. We have grown not only into a team that has success in terms of number of wins, but also a team that has success in teaching our players the meaning of hard word, perseverance, determination, and teamwork. I feel that I have helped both of these community programs grow just as much as they themselves have helped me to grow as a person.

WINDSOR HIGH SCHOOL

Home of the Wizards
1100 West Main Street
Windsor, CO 80550
970-686-8100

Cristi Thomas
Head Girls Soccer Coach
18-21 Years Transitions Teacher
Work # 970-686-8077
Cell # 970-218-5253
cristi.thomas@weldre4.k12.co.us
8235 Louden Circle
Fort Collins, CO 80528

January 19, 2013

To Whom It May Concern,

I am privileged to write in support of one of my student athletes, Abby Zimmerman. I have known Abby for about four years now. Our relationship began during the 2010 soccer season when Abby was just a freshman on the Windsor High School Girls' Varsity Soccer Team. At that time, Abby was one of our youngest players on the Varsity squad but her soft spoken determination and leadership still shined. Throughout the past three seasons Abby has maintained a high level of commitment, leadership, academic standards, determination, fairness, and responsibility.

Abby's character traits are what drive her to surpass what is merely required of her in order to make herself and those around her exceed expectations. She not only rises to the challenges confronting her but she does so with passion, a sense of duty, and an unwillingness to be satisfied with anything less than the best from herself. Her teammates would describe her as caring, loving, and hard-working. She is the oldest of four girls in her family and is always looking out and caring for her sisters.

Abby has certainly achieved both academic and extracurricular success. Her grades are the highest on the team, which is even more impressive when you consider her schedule of advance placement classes, National Honor Society, student government, volunteer work both in and out of school, and her sports schedules. Abby doesn't just get the grades and win the games; she leads and motivates others while doing it with a smile. It is this combination of balance and boundless effort that makes it easy for me and others around her to see nothing but a bright and successful future for this impressive student, athlete, and young lady.

Writing this letter today, thinking about Abby moving on to her bigger and brighter future has my eyes filled with both tears of sadness and tears of joy. Her presence both on and off the field will be missed by all. I recommend Abby with absolute confidence. She has made me proud to be her coach. I am looking forward to hearing about all her future achievements.

Sincerely,

Cristi Thomas

Cristi Thomas

TOWN BOARD REGULAR MEETING
May 13, 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

	Mayor John Vazquez
	Mayor Pro-Tem Kristie Melendez
	Myles Baker
	Don Thompson
	Jeremy Rose
	Robert Bishop-Cotner
	Ivan Adams
Also present: Town Manager	Kelly Arnold
Town Attorney	Ian McCargar
Town Clerk	Patti Garcia
Director of Finance	Dean Moyer
Director of Planning	Joe Plummer
Associate Planner	Josh Olhava
Director of Engineering	Dennis Wagner
Director of Parks, Recreation & Culture	Melissa Chew
Director of Public Works	Terry Walker
Chief of Police	John Michaels

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 Thompson motioned to approve the Agenda as presented; Town Board Member Bishop-Cotner seconded the motion. Roll call on the vote resulted as follows:
Yeas – Baker, Rose, Thompson, Melendez, Bishop-Cotner, Adams, Vazquez
Nayes – None. Motion passed.

4. Board Liaison Reports
   - Town Board Member Baker – Parks, Recreation & Culture Advisory Board; Cache La Poudre Trail Board Alternate
     Town Board Member Baker reported that the Parks, Recreation & Culture Advisory Board had a work session on May 7th at which staff presented the museum master plan and cemetery master plan along with a presentation from the Cache la Poudre Heritage Area. The museum at Boardwalk Park opened last Thursday. The next meeting of the Advisory Board will be June 4, 2013.

   - Town Board Member Thompson – Planning Commission; Tree Board; Great Western Trail Authority
     Town Board Member Thompson stated that the Great Western Trail would be meeting on Wednesday and that there was no report on the Tree Board. The Planning Commission met several weeks and reviewed the Eagle Crossing Site Plan Presentation, approved a conditional use grant for temporary outdoor storage at Arapahoe Rentals, and also reviewed a conditional use grant for Verizon Wireless facility improvements.

DRAFT

- Mayor Pro-Tem Melendez – Downtown Development Authority; Chamber of Commerce; North Front Range/MPO Alternate
  Mayor Pro-Tem Melendez reported the next meeting of the Downtown Development Authority will be May 15 at 7:30 a.m. at Town Hall. The Chamber of Commerce is busy with upcoming events with Crazy Days May 31 through to June 1 and the All Town Barbeque and summer concert series kick off on June 6. The USA Pro Challenge group will have a booth at the June 6 event and an additional feature this year is a beer garden. The 2013 Business Expo is being planned for August and the Directory is out and in mailboxes this week.

- Town Board Member Rose – Water & Sewer Board; Windsor Housing Authority, Planning Commission Alternate
  Town Board Member Rose stated that there was no report for the Water & Sewer Board. The Windsor Housing Authority will meet next Tuesday at 2 p.m.

- Town Board Member Bishop-Cotner – Historic Preservation Commission; Clearview Library Board
  Board Member Bishop-Cotner was not able to attend the respective meetings due to work commitments; no report.

- Town Board Member Adams – Cache La Poudre Trail Board; Student Advisory Leadership Team (SALT)
  Town Board Member Adams stated that the Cache La Poudre Trail Board discussed the Trail-athlon that had been held noting it had been well attended. A model of the new picnic building that will be built was also available for viewing at the meeting.

  SALT members Jenna and Rachel updated the Town Board on recent events; the flashlight Easter egg hunt was a success and they are finishing up with their tutoring program. Upcoming events include end of the school year activities and battle of the bands.

  Mr. Adams stated that Tammy Randall, teacher from Tozer elementary, wrote and received a grant award of $1,000 with $500 of it being used this year and $500 for 2013-2014.

- Mayor Vazquez – North Front Range/MPO
  Mayor Vazquez reported that the conversation was very lively at the last MPO meeting regarding the inspection maintenance program. Several NFRMPO members have been nominated for the regional air quality commission. This will provide representation of the north front range which will give us a voice in dealing with some of the air quality issues. Terry Blackmore, the new executive director for MPO met with him, Mayor Pro Tem Melendez and Town Manager Arnold and they were able to hear her plan of action on how she plans to meet the goals of the MPO. Town Manager Arnold reported a June groundbreaking is scheduled for SH392 and WCR23.

5. National Public Works Week Proclamation
   Mayor Vazquez read the Proclamation.

6. 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.*

   The Mayor opened the meeting for public comment, to which there was none.

B. CONSENT CALENDAR

1. Minutes of the April 22, 2013 Regular Town Board Meeting & May 6, 2013 Special Town Board Meeting – P. Garcia
2. Liquor License Renewal – Rachael Vigil dba Italian Grill, Hotel & Restaurant – P. Garcia
3. Liquor License Special Event Permit – Windsor Rotary Club (Boardwalk Park) – P. Garcia
4. Liquor License Special Event Permit – Windsor Rotary Club (Main Park) – P. Garcia
5. Liquor License Special Event Permit – Athletes in Tandem – P. Garcia
6. Liquor License Transfer of Ownership – Weld County Enterprises dba Corner Liquor, Retail Liquor Store – P. Garcia
7. Report of Bills – D. Moyer
8. Resolution No. 2013-24 – A Resolution Approving an Intergovernmental Agreement between the Town of Windsor, Colorado, and the Boxelder Sanitary Sewer Service to the Proposed Harmony Ridge Subdivision within the Town of Windsor, Colorado – I. McCargar
9. Resolution No. 2013-25 – A Resolution Approving the Initiation of Easement Acquisition, Facilities Design and Permitting Processes in Support of the Law Basin West Tributary Drainage Project within the Town of Windsor, Colorado – D. Wagner
10. Resolution No. 2013-27 – A Resolution Approving and Accepting a Dedication of Public Recreational Trail Easement and Right of Way within a Portion of the Eastbrook Annexation to the Town of Windsor, Colorado – M. Chew

Town Board Member Thompson motioned to approve the Consent Calendar as presented; Town Board Member Adams seconded the motion.

C. BOARD ACTION

1. Ordinance No. 2013-1454 - Amending Chapter 16 of the Windsor Municipal Code with respect to building location requirements
   - Second Reading
   - Legislative action
   - Staff presentation: Scott Ballstadt, Chief Planner

   Mayor Pro-Tem Melendez motioned to adopt Ordinance No. 2013-1454, Amending Chapter 16 of the Windsor Municipal Code with respect to building location requirements on second reading; Board Member Baker seconded the motion.

   Direct of Planning Plummer noted the ordinance had been reviewed and approved on first reading; there had been no changes made since that time. On April 20, 2013 the Planning Commission recommended approval of the ordinance to the Town Board and staff concurs. The ordinance is a housekeeping item which will bring the Municipal Code into alignment with the building location requirements as noted in the International Residential Code and the International Building Code.

   Roll call on the vote resulted as follows:
   Yeas – Baker, Rose, Thompson, Melendez, Bishop-Cotner, Adams, Vazquez
   Nayes – None. Motion passed.

2. Ordinance No. 2013-1450 - An Ordinance Prohibiting the Establishment and Operation of Certain Marijuana Cultivation Facilities Within the Town of Windsor, Colorado
   - Second reading
   - Legislative action
   - Staff presentation: Ian McCargar, Town Attorney

   Mayor Pro-Tem Melendez motioned to adopt Ordinance No. 2013-1450, An Ordinance Prohibiting the Establishment and Operation of Certain Marijuana Cultivation Facilities with the Town of Windsor, Colorado on second reading; Town Board Member Bishop-Cotner seconded the motion.

   Town Attorney McCargar explained the reason the ordinance was before the Town Board for second reading for a second time as staff learned that it was not published in full in the Windsor Beacon after first reading. Pursuant to the Town Charter, all ordinances are required to be published in full on first reading.

Mayor Vazquez opened the meeting for public comment to which there was none.

Roll call on the vote resulted as follows:
Yeas – Baker, Rose, Thompson, Melendez, Bishop-Cotner, Adams, Vazquez
Nayes – None. Motion passed.

3. Ordinance No. 2013-1455 - An Ordinance Approving the Disposition of Mineral Interests Underlying Covenant Park, and Authorizing the Mayor to Execute a Quit Claim Mineral Deed to Accomplish the Same
   - First reading
   - Legislative action
   - Staff presentation: Ian McCargar, Town Attorney

   Town Board Member Adams motioned to adopt Ordinance No. 2013-1455, An Ordinance Approving the Disposition of Mineral Interests Underlying Covenant Park, and Authorizing the Mayor to Execute a Quit Claim Mineral Deed to Accomplish the Same on first reading; Town Board Member Thompson seconded the motion.

   Town Attorney McCargar reported that prior to the development of Covenant Park, a quit claim deed was negotiated from Linda Francis to the Town in order to eliminate the miscellaneous easements. It has been discovered that the quit claim deed did not exclude Ms. Francis' mineral rights, which was not the intent. The solution proposed by Ms. Francis is to quite claim the mineral rights back to her. The ordinance and related Quite Claim Mineral Deed will correct the oversight.

   Roll call on the vote resulted as follows:
   Yeas – Baker, Rose, Thompson, Melendez, Bishop-Cotner, Adams, Vazquez
   Nayes – None. Motion passed.

4. Ordinance No. 2013-1456 – An Ordinance Amending the Windsor Municipal Code for the Purpose of Approving the Delegation of the Local Liquor Licensing Authority Duties to an Individual Familiar with Liquor Licensing and Learned in the Law
   - First reading
   - Legislative action
   - Staff presentation: Ian McCargar, Town Attorney

   Mayor Pro-Tem Melendez motioned to adopt Ordinance No. 2013-1456, An Ordinance Amending the Windsor Municipal Code for the Purpose of Approving the Delegation of the Local Liquor Licensing Authority Duties to an Individual Familiar with Liquor Licensing and Learned in the Law on first reading; Town Board Member Bishop-Cotner seconded the motion.

   Town Attorney McCargar stated the ordinance is a product of discussions held over the past six months regarding the delegation of the liquor licensing authority. Mr. McCargar went on to explain the adoption of the ordinance would delegate the duties to someone who has experience with liquor law. If the ordinance clears second reading by the Town Board, it will be followed by a resolution approving an agreement with Teresa Ablao to serve as the Licensed Liquor Authority.

   Town Board Member Baker stated the delegation would limit the Town's liability, removes subjectivity and would bring consistency to the process. Town Board Member Adams noted that the Town Board has done a good job thus far but believes it is time to move into this direction. Town Board Member Thompson agreed and noted that this would improve the efficiency of violators being dealt in a timely basis.

   Mayor Pro Tem Melendez stated that she will not be supporting the ordinance as it will not save anyone work and will cost money. She believes it is premature as there have been no problems to date. Mayor Vazquez concurred with Ms. Melendez stating he wants to have those that don't abide by the liquor licensing laws to come to the Town Board to answer for their actions; he believes it is part of their job description.

Roll call on the vote resulted as follows:
Yeas – Baker, Rose, Thompson, Bishop-Cotner, Adams
Nayes – Melendez, Vazquez. Motion passed.

5. Site Plan Presentation – Eagle Crossing Subdivision, Second Filing, Lot 1 - Family Entertainment Center - 4455 Fairgrounds Avenue – Summit Companies, Inc., applicant/Gary Dennison, Vaught Frye Larson Architects, applicant's representative
   - Staff presentation: Josh Olhava, Associate Planner

Mayor Vazquez stated that this would be the Town Board's opportunity to comment on the site plan that is being presented.

Associate Planner Olhava stated the applicant is proposing a family entertainment center in the General Commercial (GC) zoning district along Fairgrounds Avenue. The family fun center will contain bowling lanes, an arcade, lasertag, food and drink establishments, and private rooms for parties.

The total area of the building will be approximately 56,000 square feet with 54,000 square feet on the first floor and 2,000 square feet on the second floor for office and storage. The building will not exceed 35' tall. Various architectural elements are being used throughout the building with the main entrance on the southwest corner using distinctly different elements to contrast with the rest of the building. The facility will employ approximately 130 part-time employees and 15 full-time management positions.

The Planning Commission previously approved the parking on March 20, 2013 and a variance of Section of Chapter 17, Article XIII Division 2 on April 17, 2013, determining that the project should not be considered a "large retail establishment" and is not subject to those standards. Therefore, the project will be reviewed in accordance with the Commercial Corridor Plan and I-25 Corridor Plan standards.

The site plan will be reviewed and approved administratively by staff, however, if the project review process reveals issues that cannot be resolved between the applicant and staff, the site plan will be brought back to the Planning Commission and Town Board for review.

The Planning Commission commented that the non-entry elevations look very plain in appearance in contrast to the entry and asked that the applicant work with staff on improving these facades. Staff had previously been working with the applicant to improve the non-entry elevations and will continue doing so in accordance with the I-25 Corridor Plan.

Stephanie Siglar, Ripley Design, addressed the Town Board; she referred to a power point presentation that noted various components of the design including a large patio area, interior diagram which includes a bar area with entertainment in order to make the center an all-inclusive family event. Ms. Siglar provided a diagram of the site noting the building, shade trees, and parking.

Town Board Member Thompson stated that the landscape plan would alleviate issues regarding the concrete slab look. Town Board Member Baker thanked them for working with staff as he believes this is a gateway to Windsor.

Town Manager Arnold inquired how many parking spaces would be included. Pat McMeekin, Water Valley, stated that a variation was requested as 30% of the building is a bowling alley. Staff will take the comment regarding additional parking and follow up. The entertainment center is expected to be completed and open by the spring of 2014.

6. Public Hearing – Conditional Use Grant for Temporary Outdoor Storage in the General Commercial (GC) zoning district – Burlington Subdivision, Lot 18 – 217 Second Street – Jeff and Joel Henderson, property owners, applicants/Suzanne and James Stewart, Arapahoe Rentals, applicants
   - Quasi-judicial action
   - Staff presentation: Josh Olhava, Associate Planner

Mayor Pro-Tem Melendez motioned to open the public hearing; Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows:

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

Nayes – Melendez, Vazquez. Motion passed.

Associate Planner Olhava reported on the agenda item, noting it was pursuant to a request from the property owners, Mr. Joel Henderson and Mr. Jeff Henderson, and the business owners, Mrs. Suzanne Stewart and Mr. James Stewart of Arapahoe Rentals, for Conditional Use Grant (CUG) approval for 217 2nd Street.

The original CUG that was approved the CUG on June 27, 2005 required that the applicant submit a building permit application within two years of approval. In April of 2007 the applicant applied for and received a three year extension due to the original time frame not being economically feasible. In April 2010 the applicant applied for and received another three year extension as a new building was not economically feasible at that time. These extensions have required that the applicant submit a site plan application showing all of the permanent improvements which are proposed for the site as of April 23, 2010. The applicants are requesting a new Conditional Use Grant as staff advised, due to the change in business ownership; the landowners are the same.

The reason that a conditional use grant is required is because the General Commercial (GC) zoning district does not allow for outdoor storage to be the principal use of the property. Limited outdoor storage is permissible as an accessory use, however, in order for the storage to be considered accessory there needs to be a principal use on the same property. The original conditional use grant was approved to temporarily allow for the outdoor storage use until such time that the applicants site plan the property and build a building for the principal use of the property. The subsequent extensions were approved to give the applicants more time to address the issue.

At their May 2, 2013 meeting, the Planning Commission approved a recommendation of approval to the Town Bard based on the following conditions:

1. Site plan and building permit applications shall be submitted as follows:
    a. Applicant shall submit a complete site plan application and obtain approval within two (2) years of Town Board approval of this conditional use grant.
    b. Applicant shall submit a complete building permit application and begin construction of improvements within one (1) year of site plan approval.
2. Alley requirements and improvements shall be implemented as follows:
    a. Applicant shall dedicate a public use perpetual non-exclusive alleyway easement for public access purposes within six (6) months of approval. The alley easement is expected to be 15' wide along the southerly end of Burlington Subdivision Lot 17. The general alignment of the existing alley is not proposed to be changed. The easement is only being dedicated to encompass the existing alley alignment.
    b. Applicant shall pave the alley along the length of Burlington Subdivision Lot 17 using concrete pavement in accordance with Town of Windsor Design Criteria and Construction Specifications by October 31, 2014. A grading plan and proposed pavement section and schedule shall be provided to the Town of Windsor Engineering Department for approval prior to commencing work. Approval of the grading plan shall be conditioned upon sufficient evidence of insurance and indemnification for the Town's benefit.
3. Existing landscaping shall be maintained, with any dead or dying planting materials being replaced within thirty (30) days of Town Board approval. The applicant shall contact the Town Forester to complete an inspection after completion.

Staff requested that all materials be included in the permanent record.

Mayor Vazquez requested Mr. & Mrs. Stewart (business owners) to speak to what they intend to do with the property. They stated they took ownership of Arapahoe Rentals on February 8, 2013 and that it was not their intent to have to build a building on the property, it would be cost prohibitive for them.

Director of Planning Plummer stated that the intent was always to have a building at the property as noted through the subsequent requests for extension. This is not a new requirement but one that has been in place since 2005. The Planning Commission would like to see the improvements made.

Mayor Vazquez stated that a previous operator asked for the conditions; there is a new owner now and he would like to look at this as a new application and establish conditions based on the new owner's needs.

Town Board Member Thompson stated that Mr. Plummer was correct about the recommendations from the Planning Commission and went on to state that there is no point in putting up a building if it is not needed. Mr. Thompson asked about the landscape plan that has been on the books for the past eight years; the applicants will meet with the forestry department to get the landscaping rectified.

The Town Board discussed the conditional use grant and concerns related to requirements related to the previous owner, specifically the submission of a building permit application and begin construction of improvements within one year.

Mayor Pro Tem Melendez asked if the conditional use grant was approved if the owners could come back within two years and have it amended, to which Town Manager Arnold affirmed it could be amended within two years.

Town Attorney McCargar reminded the Town Board that the General Commercial (GC) zoning district does not allow for outdoor storage to be the principal use of the property; it is incompatible with the use that is proposed.

Mayor Vazquez inquired of Mr. & Mrs. Stewart as to which conditions they could support. Mrs. Stewart stated that they could meet all of the conditions except for the building requirement at this time.

Town Board Member Rose motioned to close the public hearing; Town Board Member Bishop-Cotner seconded the motion. Roll call on the vote resulted as follows:
Yeas – Baker, Rose, Thompson, Bishop-Cotner, Adams
Nayes – Melendez, Vazquez. Motion passed.

7. <u>Conditional Use Grant for Temporary Outdoor Storage in the General Commercial (GC) zoning district – Burlington Subdivision, Lot 18 – 217 Second Street - Jeff and Joel Henderson, property owners, applicants/Suzanne and James Stewart, Arapahoe Rentals, applicants</u>
   - Quasi-judicial action
   - Staff presentation: Josh Olhava, Associate Planner

Mayor Vazquez voiced support of the Conditional Use Grant but would like to remove the condition that requires it to go vertical in construction. He supports the two year site plan requirement along with beginning some improvements.

Town Attorney McCargar noted the requirements of the General Commercial (GC) zoning district which does not allow for outdoor storage to be the principal use of the property; it is incompatible with the use that is proposed. The Conditional Use Grant has given the owner/user of the property the opportunity to comply since 2005.

The Town Board discussed opportunities for either approving the conditional use grant as is or amending it to remove the building permit requirement.

Mayor Vazquez advised the Stewart's that they need to understand what their options are moving forward. They will need to present a plan within two years to show that they are a conforming business in Windsor's General Commercial zoning district. This is a piece of property that has been able to exist as a business and being non-compliant; the intent is that they have two years to get a plan in place

Town Board Member Adams motioned to approve the Conditional Use Grant for Temporary Outdoor Storage in the General Commercial (GC) zoning district – Burlington Subdivision, Lot 18 – 217 Second Street including the conditions as set forth by the Planning Commission and noted below; Town Board Member Thompson seconded the motion.

1. **Site plan and building permit applications shall be submitted as follows:**
    a. **Applicant shall submit a complete site plan application and obtain approval within two (2) years of Town Board approval of this conditional use grant.**
    b. **Applicant shall submit a complete building permit application and begin construction of improvements within one (1) year of site plan approval.**
2. **Alley requirements and improvements shall be implemented as follows:**
    a. **Applicant shall dedicate a public use perpetual non-exclusive alleyway easement for public access purposes within six (6) months of approval. The alley easement is expected to be 15' wide along the southerly end of Burlington Subdivision Lot 17. The general alignment of the existing alley is not proposed to be changed. The easement is only being dedicated to encompass the existing alley alignment.**
    b. **Applicant shall pave the alley along the length of Burlington Subdivision Lot 17 using concrete pavement in accordance with Town of Windsor Design Criteria and Construction Specifications by October 31, 2014. A grading plan and proposed pavement section and schedule shall be provided to the Town of Windsor Engineering Department for approval prior to commencing work. Approval of the grading plan shall be conditioned upon sufficient evidence of insurance and indemnification for the Town's benefit.**
3. **Existing landscaping shall be maintained, with any dead or dying planting materials being replaced within thirty (30) days of Town Board approval. The applicant shall contact the Town Forester to complete an inspection after completion.**

Town Board Member Rose motioned to amend the motion to strike Condition 1.b. Applicant shall submit a complete building permit application and begin construction of improvements within one (1) year of site plan approval; Town Board Member Baker seconded the motion. Roll call on the vote resulted as follows:

Yeas – Baker, Rose, Adams, Vazquez
Nayes – Melendez, Thompson, Bishop-Cotner, Motion passed.

Vote on the amended motion, striking Condition 1.b.
Roll call on the vote resulted as follows:

Yeas – Baker, Rose, Adams, Vazquez
Nayes – Melendez, Thompson, Bishop-Cotner, Motion passed.

8. <u>Continuation of Public Hearing opened on April 22, 2013 – Conditional Use Grant for oil and gas well facilities in the General Commercial (GC) and Residential Mixed Use (RMU) zoning district – Great Western 2nd Annexation (Kodak Pad Site) – Approximately eight hundred-forty feet (840') east of State Highway 257 and eleven hundred feet (1,100') south of Eastman Park Drive – Clayton Doke, Tekton Windsor, LLC, applicant/Broe Land Acquisitions II, LLC, property owner</u>
    - Quasi-judicial action
    - Staff presentation: Brett Walker, Associate Planner

Associate Planner Olhava addressed the Town Board and reported

This Conditional Use Grant public hearing was continued from the April 22, 2013 Town Board meeting at the request of the applicant. The Town Board voted to continue the public hearing to the May 13, 2013 Town Board meeting.

The applicant, Tekton Energy, is requesting conditional use grant approval to drill sixteen (16) horizontal oil and gas wells in the Great Western 2nd Annexation Kodak Pad site. Other improvements include sixteen (16) three-phase separators, sixteen (16) emissions control devices, thirty-two oil tanks, and eight

(8) water tanks. The applicant has permits pending with the Colorado Oil and Gas Conservation Commission (COGCC). Associate Planner Olhava explained that Section 16-7-10 of the Municipal Code outlines the intent of conditional use grants: "The conditional use classification is intended to allow consideration of uses such as oil and gas wells, small group living facilities, etc., which are unique in nature and character, although not specifically included as uses by right in any specific zoning districts. Such types of uses may be appropriate to allow under the conditional uses section of specific zoning districts with conditions upon approval by the Town Board subsequent to a recommendation from the Planning Commission."

In accordance with Section 16-7-60(a) of the Windsor Municipal Code, "Oil and gas facilities, as defined in this Chapter, shall be permitted as a conditional use in all zoning districts." The subject site is zoned General Commercial (GC) and Residential Mixed Use (RMU). Mr. Olhava noted the conditions of approval which included the standard conditions or all oil and gas applications in Windsor. Staff requested that all application materials and packet documents be entered into the record.

Jerry Sommers, Tekton, stated that he agreed with the conditions set forth in the staff memo and attached to these minutes.

The Town Board discussed the location of the facilities in relation to SH257 (1,100 feet from Eastman Park Drive and 1,140 feet from the nearest address) and location relative to the Poudre River (at least one mile from the river). Mr. Sommers stated that they have more robust conditions than the standard conditions that are required.

Mayor Vazquez asked if they have looked at secondary containment as Windsor has a shallow groundwater table in that area, similar to what the Town did with Musket Corp. Mr. Sommers stated that he was willing to discuss options.

Mayor Vazquez opened the meeting for public comment, to which there was none.

It was requested that all information and testimony be added into the permanent record.

Town Board Member Adams motioned to close the public hearing; Town Board Member Thompson seconded the motion. Roll call on the vote resulted as follows:
Yeas – Baker, Rose, Thompson, Bishop-Cotner, Adams
Nayes – Melendez, Vazquez. Motion passed.

9. <u>Conditional Use Grant for oil and gas well facilities in the General Commercial (GC) and Residential Mixed Use (RMU) zoning district – Great Western 2nd Annexation (Kodak Pad Site) – Approximately eight hundred-forty feet (840') east of State Highway 257 and eleven hundred feet (1,100') south of Eastman Park Drive – Clayton Doke, Tekton Windsor, LLC, applicant/Broe Land Acquisitions II, LLC, property owner - B. Walker</u>
   - Quasi-judicial action
   - Staff presentation: Brett Walker, Associate Planner

Mayor Pro-Tem Melendez motioned to approve the Conditional Use Grant for oil and gas well facilities in the General Commercial (GC) and Residential Mixed Use (RMU) zoning district – Great Western 2nd Annexation (Kodak Pad Site) – Approximately eight hundred-forty feet (840') east of State Highway 257 and eleven hundred feet (1,100') south of Eastman Park Drive; Town Board Member Thompson seconded the motion.

Staff had no additional information to provide.

Roll call on the vote resulted as follows:
Yeas – Baker, Rose, Thompson, Bishop-Cotner, Adams
Nayes – Melendez, Vazquez. Motion passed.

10. Resolution No. 2013-26 – A Resolution Authorizing the Town of Windsor to Participate in the Efforts of the Great Western Railroad of Colorado to Obtain Funding for Local Rail Improvements Available under the Federal "TIGER V" Grant Program
    - Legislative action
    - Staff presentation: Kelly Arnold, Town Manager

    Mayor Pro-Tem Melendez motioned to approve Resolution No. 2013-26; Town Board Member Thompson seconded the motion.
    Town Manager Arnold reported on the agenda item noting that an eligible project of the TIGER V grant program is rail improvements. TIGER V is a smaller version of TIGER IV and is specific to rail only. There are six elements that will be addressed in the grant:

    1) Town of Windsor Crossing Quiet Zone Project;
    2) Relaying 10.7 miles of track between Greeley and Windsor;
    3) Insertion of 8,500 ties and related surfacing;
    4) Public grade crossing renewal between Windsor and Greeley;
    5) Reinstallation of the track and related switches in Greeley to connect the region's railroads; and
    6) Construction of an interchange track near Greeley.

    The estimated cost of the project is $17M. Mr. Arnold discussed options for funding; the application will not show Windsor as fiscally participating at this time. We would submit it as a public agency and it would be our project. If the grant is approved, the Town may need to hire a consultant for the project. The Town has been working to get the trains out of town and to the east and this may be the opportunity to start that process. Mr. Arnold stated that a request has been made to CDOT and Congressman Gardner's office for letters of support.

    Roll call on the vote resulted as follows:
    Yeas – Baker, Rose, Thompson, Bishop-Cotner, Adams
    Nayes – Melendez, Vazquez. Motion passed.

D. COMMUNICATIONS

1. Communications from the Town Attorney 9:17
   Town Attorney McCargar reported a solution to the sump pump/sump pit options will be brought to the Mayor for discussion; the lawsuit against municipal judges including Judge Manning is effectively dismissed; there is a temporary injunction in place related to the case involving a zoning violation on Southwood Lane; and the Town of Windsor will be the plaintiff related to title problems with streets in Belmont Ridge.

2. Communications from Town Staff
   Chief of Police Michaels reported that April 27 was drug take back day and that 98 pounds had been received. It was also noted that the Police Department and the Optimists would be hosting a bike rodeo this Saturday at the Windsor middle school; 50 helmets would be given away.

3. Communications from the Town Manager
   Town Manager Arnold provided an updated on future meeting topics.

4. Communications from Town Board Members
   The Town Board Members acknowledged their various district meetings at which the CRC Expansion Feasibilty would be presented.

   Mayor Vazquez and Mayor Pro-Tem Melendez congratulated the Windsor girls soccer team, noted the accomplishments of the Windsor boys basement team and recognition of Windsor Senior Hannah West being awarded the Boettcher Scholarship.

E. ADJOURN

Town Board Member Adams motioned to adjourn the meeting at 9:25 p.m.; Town Board Member Bishop-Cotner seconded the motion. Roll call on the vote resulted as follows:
Yeas – Baker, Rose, Thompson, Bishop-Cotner, Adams

Nayes – Melendez, Vazquez. Motion passed.

_____
Patti Garcia, Town Clerk

TOWN BOARD SPECIAL MEETING
June 6, 2013 – Immediately following the work session
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.

MINUTES

A. CALL TO ORDER

1. Roll Call
   Mayor Vazquez called the meeting to order at 7:52 p.m.

		Mayor John Vazquez
		Mayor Pro-Tem Kristie Melendez
		Myles Baker
		Don Thompson
		Robert Bishop-Cotner
		Ivan Adams
Absent:		Jeremy Rose
Also present:	Town Manager	Kelly Arnold
	Town Attorney	John Frey
	Economic Development Manager	Stacy Johnson

B. EXECUTIVE SESSION

1. 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. Amendments to Infrastructure Improvements Agreement (John Frey; Kelly Arnold; Stacy Johnson)
   Town Board Member Adams motioned to go into 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. Amendments to Infrastructure Improvements Agreement (John Frey; Kelly Arnold; Stacy Johnson); Town Board Member Thompson seconded the motion. Roll call on the vote resulted as follows:
   Yeas – Baker, Bishop-Cotner, Melendez, Thompson, Adams, Vazquez
   Nayes – None. Motion passed.

   The meeting moved to Executive Session at 7:52 p.m.

   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.

C. ADJOURN

Town Board Member Thompson motioned to adjourn at 8:26 p.m.; Town Board Member Bishop-Cotner seconded the motion. Roll call on the vote resulted as follows:
Yeas – Baker, Bishop-Cotner, Melendez, Thompson, Adams, Vazquez
Nayes – None. Motion passed.

_____
Patti Garcia, Town Clerk

DRAFT

M E M O R A N D U M

Date: June 10, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk
Re: Liquor License Renewal – Backdraft Inc. dba Firestation Restaurant, Tavern License
Item #: B.2.

Background / Discussion:

Firestation Restaurant, which holds the beverage concession agreement for the Town of Windsor Community Recreation Center, has submitted a tavern liquor license renewal application. The current license has an expiration date of March 3, 2013 and the application was received by the Town of Windsor prior to the expiration date. The application has been reviewed by the Town Clerk's office and the respective license fees have been submitted.

The application was turned over to the Windsor Police Department for investigation. The Department's review did not find any issues that would affect the consideration of the renewal.

The application was also provided to the Finance Department. The Department's review did not present any unfavorable information which would affect the status of the license.

Financial Impact:
None

Relationship to Strategic Plan (optional):
3.A.

Recommendation:
Staff recommends approval of the liquor license renewal.

Attachments:
None.

M E M O R A N D U M

Date: June 10, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk
Re: Liquor License Renewal – DOW Inc. dba Duke of Windsor, Tavern Liquor License
Item #: B.3.

Background / Discussion:

Duke of Windsor has submitted a tavern liquor license renewal application. The current license has an expiration date of April 6, 2013 and the application was received by the Town of Windsor prior to the expiration date. The application has been reviewed by the Town Clerk's office and the respective license fees have been submitted.

The application was turned over to the Windsor Police Department for investigation. The Department's review did not find any issues that would affect the consideration of the renewal.

The application was also provided to the Finance Department. The Department's review did not present any unfavorable information which would affect the status of the license.

Financial Impact:
None

Relationship to Strategic Plan (optional):
3.A.

Recommendation:
Staff recommends approval of the liquor license renewal.

Attachments:
None.

M E M O R A N D U M

Date: June 10, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk
Re: Liquor License Change Manager – DOW Inc. dba Duke of Windsor, Tavern Liquor License
Item #: B.4.

Background / Discussion:

Duke of Windsor has submitted a permit application and report of changes requesting a change of manager from Cathy Best to Rick Best. The application has been reviewed by the Town Clerk's office and the respective license fees have been submitted.

The application was turned over to the Windsor Police Department for investigation. The Department's review did not find any issues that would affect the consideration of the renewal.

Financial Impact:
None

Relationship to Strategic Plan (optional):
3.A.

Recommendation:
Staff recommends approval of the liquor license renewal.

Attachments:
Application.

DR 8442 (09/24/09) Page 1
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
DENVER, COLORADO 80261
(303)-205-2300

FOR DEPARTMENT USE ONLY

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 28-18641-0000
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
LOCAL LICENSE FEE $ _____
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a
- [x] Corporation ..... ☐ Individual
- ☐ Partnership ..... ☐ Limited Liability Company

PRESENT LICENSE NUMBER

2. Name of Licensee: DOW INC

3. Trade Name: DUKE OF WINDSOR

4. Location Address: 522-524-526 MAIN STREET

City: WINDSOR | County: Weld | ZIP: 80550

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change

• License Account No. _____

1983-750 (999) ☐ Manager's Registration (Hotel & Restr.)..$75.00

2012-750 (999) [x] Manager's Registration (Tavern).....$75.00

☐ Change of Manager (Other Licenses) NO FEE

Section B – Duplicate License

• Liquor License No. _____

2270-100 (999) ☐ Duplicate License $50.00

Section C

2210-100 (999) ☐ Retail Warehouse Storage Permit (ea) $100.00

2200-100 (999) ☐ Wholesale Branch House Permit (ea).... 100.00

2260-100 (999) ☐ Change Corp. or Trade Name Permit (ea) . 50.00

2230-100 (999) ☐ Change Location Permit (ea)..... 150.00

2280-100 (999) ☐ Change, Alter or Modify Premises
$150.00 x _____ Total Fee _____

2220-100 (999) ☐ Addition of Optional Premises to Existing H/R
$100.00 x _____ Total Fee _____

1988-100 (999) ☐ Addition of Related Facility to Resort Complex
$75.00 x _____ Total Fee _____

DO NOT WRITE IN THIS SPACE – FOR DEPARTMENT OF REVENUE USE ONLY

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD

-750 (999)	-100 (999)	The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.	**TOTAL AMOUNT DUE**	$ .00

CHANGE OF MANAGER

8. Change of Manager or to **Register the Manager** of a **Tavern** or a Hotel and Restaurant liquor license.

(a) Change of Manager (attach Individual History DR 8404-I H/R and **Tavern** only)

Former manager's name Cathy Best

New manager's name Rick Best

(b) Date of Employment 4/1/2013

Has manager ever managed a liquor licensed establishment?..... Yes ☐ No ☒

Does manager have a financial interest in any other liquor licensed establishment?..... Yes ☐ No ☒

If yes, give name and location of establishment _____

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed _____

(b) **If the modification is temporary,** when will the proposed change:

Start _____ (mo/day/year) End _____ (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS $300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail and describe any exemptions that apply) .....Yes ☐ No ☐

(d) Is the proposed change in compliance with local building and zoning laws?.....Yes ☐ No ☐

(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?

.....Yes ☐ No ☐

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature	Title	Date
Cathy Best	Pres	4-22-13

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	Date filed with Local Authority

Signature	Title	Date

REPORT OF STATE LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date

DR 8404-I (07/25/11)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1881 PIERCE STREET RM 108A
DENVER CO 80261

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. **All** questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.**

1. Name of Business
DOW INC

2. Your Full Name (last, first, middle)
BEST, DALTON RICFORD

3. List any other names you have used.
RICK BEST

4. Mailing address (if different from residence)
701 MAIN STREET WINDSOR CO 80550

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current	609 Ash STREET	WINDSOR CO 80550	2/2011	PRESENT
Previous	33973 SIASCONSET Rd	WINDSOR CO 80550	10/2006	2/2011

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
BEST INSURANCE GROUP	701 MAIN ST WINDSOR CO 80550	~~9/2007~~ OWNER	9/2007	PRESENT

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
Cathy BEST	EX-WIFE	OWNER	DOW INC

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.
☐ Yes ☒ No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.
☐ Yes ☒ No

M E M O R A N D U M

Date: June 10, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk
Re: Liquor License Special Event Permit – Northern Colorado Soccer Club
Item #: B.5.

Background / Discussion:
Northern Colorado Soccer Club, located at 3527 W. 12th, Suite 150, Greeley, CO 80634, submitted on May 14, 2013 a Special Event Liquor License for an event to be held at Boardwalk Park, 100 N. 5th Street, Windsor, CO 80550. The event is as follows:

Taste of Windsor – July 18, 2013 from 9 a.m. – 11 p.m.

This event will be a beer garden set up with a delineated licensed premise for the serving and consumption of alcohol. The area will be fenced off and installed by the Northern Colorado Soccer Club.

The application has been reviewed and is in order. Required posting of the premise and publication of the application has been done in accordance with state liquor law requirements. The respective license fee has been submitted to the Town Clerk's office. The application was turned over to the Windsor Police Department for investigation. The Department's records reflect no adverse information that would affect this license.

A special event permit may not be issued to any organization for more than fifteen days per calendar year - CRS 12-48-105(3); each date is considered a separate permit. If approved, this will be considered as one special event permit for Northern Colorado Soccer Club.

Pursuant to the adoption of Resolution No. 2011-31, the final approval of the application is considered by the local licensing authority (Town Board). Information regarding the decision of the local licensing authority will be forwarded to the state liquor enforcement office.

Financial Impact:
None

Relationship to Strategic Plan (optional):
3.A.

Recommendation:
Staff recommends approval of the request.

Attachments:
Application and Premise Diagram

Town of Windsor
Town Clerk
301 Walnut Street
Windsor, CO 80550

APPLICATION FOR A SPECIAL EVENTS ALCOHOL PERMIT

Department Use Only

In order to Qualify for a Special Events Permit, you MUST BE NONPROFIT AND ONE OF THE FOLLOWING:

- ☐ Social
- ☐ Fraternal
- ☐ Patriotic
- ☐ Political
- ☒ Athletic
- ☐ Chartered Branch, Lodge or Chapter
- ☐ National Organization or Society
- ☐ Religious Institution
- ☐ Philanthropic Institution
- ☐ Political Candidate
- ☐ Municipality owning Arts Facilities

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- ☒ **MALT, VINOUS AND SPIRITUOUS LIQUOR** **$100**
- ☐ **FERMENTED MALT BEVERAGE (3.2% BEER)** **$100**

DO NOT WRITE IN THE SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT: Norther Colorado Soccer Club (NCSC)

State Sales Tax Number: 02867446-0000

2. MAILING ADDRESS (of Organization or Political Candidate): NCSC, 3527 W 12TH STE 105, Greeley CO 80634

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT: Boardwalk Park, 100 North St, Windsor CO 80550

NAME	DATE OF BIRTH	HOME ADDRESS	PHONE NUMBER
4. PRES. /SEC OF ORG. OR POLITICAL CANDIDATE: Derek Starkey	6/9/72	312 N 50TH Ave Pl Greeley CO 80634	(970) 324-0912
5. EVENT MANAGER: Emily Tilton	5/8/73	2166 44TH Ave, Greeley CO 80634	(970) 576-2299

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR

☒ NO ☐ YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE

☒ NO ☐ YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED ☒ YES ☐ NO

Date 18 July 2013	Date	Date	Date	Date
Hours 9am-11pm	Hours	Hours	Hours	Hours

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct and complete to the best of my knowledge

SIGNATURE	TITLE	DATE
	Director of Teams NCSC	5/14/2013

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

The forgoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provision of Title 12, Article 48, C.R.S., as amended

SIGNATURE	TITLE	DATE

TOWN OF WINDSOR
COLORADO

May 28th, 2013

To Whom It May Concern:

The Town of Windsor Parks and Recreation Department grants permission to the Northern Colorado Soccer Club to serve alcohol at Boardwalk Park, 100 North 5th Street, on Thursday, July 18, 2013 from 9 a.m. to 10 p.m. The beer garden area will be fenced off and will be installed by the Northern Colorado Soccer Club.

If you have any questions please feel free to contact me at any time.

Thank you,

Amy Porter
Special Events Coordinator
Town of Windsor
Parks, Recreation and Culture Department
301 Walnut Street
Windsor, CO 80550
970-674-2441
aporter@windsorgov.com

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Northern Colorado Soccer Club

is a **Nonprofit Corporation** formed or registered on 04/13/1993 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19931039063.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/23/2013 that have been posted, and by documents delivered to this office electronically through 05/24/2013 @ 09:40:58.

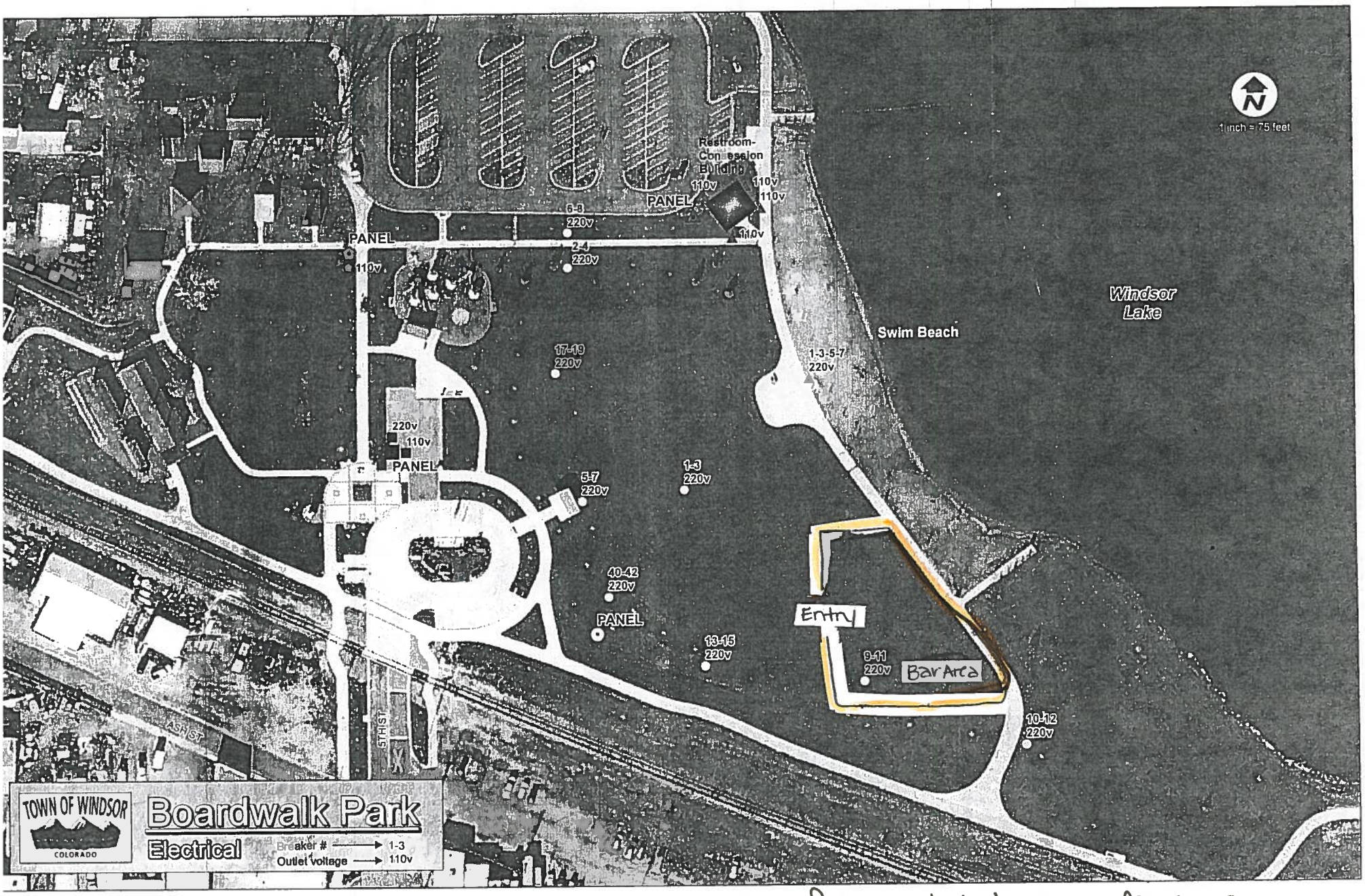
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 05/24/2013 @ 09:40:58 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8549280.

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click Business Center and select "Frequently Asked Questions."

2013 Taste of Windsor Now
Beer Garden



- drawing is not to scale
- maximum area outlined estimate 75' X 80' max
- Surrounded by snow-fence or metal barrier panels
- one entry point
- one serving area

M E M O R A N D U M

Date: June 10, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk
Re: Liquor License Change Manager – Windsor Concepts LLC dba Stuft-A Burger Bar, Hotel/Restaurant Liquor License
Item #: B.6.

Background / Discussion:

Stuft-A Burger Bar has submitted a permit application and report of changes requesting a change of manager from Donn Mulderick to Irina Rastello. The application has been reviewed by the Town Clerk's office and the respective license fees have been submitted.

The application was turned over to the Windsor Police Department for investigation. The Department's review did not find any issues that would affect the consideration of the renewal.

Financial Impact:
None

Relationship to Strategic Plan (optional):
3.A.

Recommendation:
Staff recommends approval of the Change of Manager.

Attachments:
Application.

COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
DENVER, COLORADO 80261
(303)-205-2300

FOR DEPARTMENT USE ONLY

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 14-72943-0000

ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN

LOCAL LICENSE FEE $ _____

APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a

☐ Corporation ..... ☐ Individual

☐ Partnership..... ☑ Limited Liability Company

PRESENT LICENSE NUMBER

2. Name of Licensee: Windsor Concepts, LLC

3. Trade Name: Stuff a burger bar

4. Location Address: 1294 Main St.

City: Windsor | County: Weld | ZIP: 80550

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change

• License Account No. 14-72943-0000

1983-750 (999) ☒ Manager's Registration (Hotel & Restr.)..$75.00

2012-750 (999) ☐ Manager's Registration (Tavern).....$75.00

Change of Manager (Other Licenses) NO FEE

Section B – Duplicate License

• Liquor License No. _____

2270-100 (999) ☐ Duplicate License $50.00

Section C

2210-100 (999) ☐ Retail Warehouse Storage Permit (ea) $100.00

2200-100 (999) ☐ Wholesale Branch House Permit (ea).... 100.00

2260-100 (999) ☐ Change Corp. or Trade Name Permit (ea) . 50.00

2230-100 (999) ☐ Change Location Permit (ea)..... 150.00

2280-100 (999) ☐ Change, Alter or Modify Premises
$150.00 x _____ Total Fee _____

2220-100 (999) ☐ Addition of Optional Premises to Existing H/R
$100.00 x _____ Total Fee _____

1988-100 (999) ☐ Addition of Related Facility to Resort Complex
$75.00 x _____ Total Fee _____

DO NOT WRITE IN THIS SPACE – FOR DEPARTMENT OF REVENUE USE ONLY

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD

-750 (999)	-100 (999)	The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.	TOTAL AMOUNT DUE	$ .00

CHANGE OF MANAGER

8. Change of Manager or to **Register the Manager** of a Tavern or a Hotel and Restaurant liquor license.

(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)

Former manager's name Donn Mulderink

New manager's name Irina Rastello

(b) Date of Employment 2/12 - Present

Has manager ever managed a liquor licensed establishment?..... Yes ☐ No ☒

Does manager have a financial interest in any other liquor licensed establishment?..... Yes ☐ No ☒

If yes, give name and location of establishment _____

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed _____

(b) **If the modification is temporary,** when will the proposed change:

Start _____ (mo/day/year) End _____ (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS $300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail and describe any exemptions that apply) .....Yes ☐ No ☐

(d) Is the proposed change in compliance with local building and zoning laws?.....Yes ☐ No ☐

(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?

.....Yes ☐ No ☐

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature	Title	Date
[signature]	Owner	1/4/13

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	Date filed with Local Authority

Signature	Title	Date

REPORT OF STATE LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date

DR 8404-I (07/25/11)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1881 PIERCE STREET RM 108A
DENVER CO 80261

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. **All** questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.**

1. Name of Business
STUFT a Burger Bar

2. Your Full Name (last, first, middle)
Rastello Irina S

3. List any other names you have used.
Chilikova Irina S

4. Mailing address (if different from residence)
4021 Bracadale Place Fort Collins CO 80524

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current	4021 Bracadale Place	Fort Collins CO 80524	08/15/12	present
Previous	512 E. Monroe Dr., #D424	Fort Collins CO 80525	08/15/11	08/15/12

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
STUFT a Burger Bar	1294 Main Street, Windsor CO 80550	General Manager	01/03/12	present
STUFT a Burger Bar	210 S. College Ave, Fort Collins CO 80524	Server	03/03/10	01/03/1
Rex's Restaurant	— Steamboat Springs CO	Server	01/01/08	02/02/10

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
N/A			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail. ☐ Yes ☑ No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail. ☐ Yes ☑ No

TOWN OF WINDSOR

REPORT OF BILLS

May 1, 2013

At the regular meeting of the Town Board of the Town of Windsor,
Colorado, held in the Town Hall Board Room on June 10, 2013
the following claims were presented, examined, and approved by the Windsor Town Board.

VENDOR	DESCRIPTION	FUND	AMOUNT
1st Bank of Northern Colorado	bi-weekly employee payroll deductions	GF	8,343.88
1st Bank of Northern Colorado	bi-weekly employee payroll deductions	GF	8,197.69
3D's Machine-N-Welding	welding on lake trikes	GF	162.05
ABSO	March 2013 background screenings	GF	2,472.11
Accutest Mountain States Inc	sample testing of City water	WF	864.00
ACZ Labs	lab testing WWTP	SF	210.00
AFLAC	employee payroll deductions-April 2013	GF	796.10
AFLAC	Employee payroll deductions-May 2013	GF	796.10
Agfinity	diesel & unleaded fuel	FMF	16,403.41
Agfinity	fertilizer for parks	GF	4,348.50
All Phase Restoration	emergency repairs-Finance office flood	FS	4,242.45
All Phase Restoration	mitigation TH glycol spill	FS	7,208.35
Alsco	rental linens	CRCF	30.50
Alsco	rental linens	GF	103.44
American Pizza Partners	teen night staff dinner	GF	34.00
American Red Cross	aquatics staff certifications	GF	209.00
Amersco	Systems/energy month monitoring	FS	375.00
Amersco	monthly systems/energy monitor	FS	375.00
Anderson Consulting Engineers	Law Basin West Trib prelim design	SDF	6,715.00
Anton Collins Mitchell	Audit svcs-progress billing	GF	11,250.00
Arapahoe Rental	propane	GF	16.96
Associated Landscape Contractors	ALCC Membership renewal	GF	195.00
AT&T Mobility	telephone svc-PW	GF	67.40
B & G Equipment	A/C Sensor, credit on return	FMF	47.16
Ballstadt, Scott	Mileage Reimb-site visits	GF	19.79
Banghart, Artis	Rec Refund	GF	36.00
Barefoot Farms	seeding @ Highland Mdws Park	GF	801.40
Barker Rinker Seacat Architecture	CRC Public Outreach expansion	CIF	4,181.90
Bates, Katie	mileage reimbursement-Colo/Wy Assoc of Museums Mtg	GF	76.84
Belmire Sprinkler & Landscape	Windsor village irrigation-pymt	CIF	23,583.83
BHA Design	392/I-25 community identification signs-split with Ft Collins	CIF	1,439.75
Big R	uniform, chemical spray gun	GF	226.80
Bobcat of the Rockies	blade, repair	FMF	465.46
Bomgaars	ratchet straps	CIF	126.43
Bomgaars	replace cartridge for face mask	GF	19.99
Boxwood Technology Inc	job ad-Nat'l Rec/Park Assoc	G`	99.00
Bunting Disposal	trash service	CRCF	92.00
Bunting Disposal	trash service	GF	666.60
Bunting Disposal	trash service	SF	28.75
Canteen Refreshment Svc	coffee supplies	GF	242.19
Caroline Elliot	uniforms-embroidery-PW	GF	203.70
Caroline Elliot	uniforms-embroidery-PW	WF	235.50
Cash-WA Dist Co	senior picnic supplies	GF	411.25
CEM Sales & Service	pool vacuum	CIF	3,288.00
Central inc	sprayer tip	GF	95.60
Central State Hose	suction/discharge hose for 8"	SF	7,460.36
Century Link	telephone svc	CRCF	613.75

VENDOR	DESCRIPTION	FUND	AMOUNT
Century Link	telephone svc	CRCF	6.51
Century Link	telephone svc	CRCF	461.78
Century Link	telephone svc	FS	47.11
Century Link	telephone svc	GF	485.14
Century Link	telephone svc	GF	613.75
Century Link	telephone Svc	GF	172.63
Century Link	telephone svc	GF	403.95
Century Link	telephone svc	SF	424.63
Century Link	telephone svc	SF	102.97
Century Link	telephone service	WF	0.24
Chematox Labs	drug/BAC screens-PD	GF	310.00
CIRSA	workman's comp payroll audit	CRCF	639.03
CIRSA	workman's comp payroll audit	FMF	418.20
CIRSA	workman's comp payroll audit	FS	647.27
CIRSA	Workman's Comp claims,Property/Casualty Insur claim	GF	1,714.30
CIRSA	workman's com payroll audit	GF	7,996.97
CIRSA	workman's comp payroll audit	ITF	31.20
CIRSA	workman's comp payroll audit	SDF	218.79
CIRSA	new insurance for headworks/pump station	SF	4,253.00
CIRSA	workman's comp payroll audit	SF	346.89
CIRSA	workman's comp payroll audit	WF	382.65
City of Greeley	water purchased	WF	19,111.85
Clear Water Solutions	general water svcs-non-potable water/decree acctg	KERN	7,159.44
CMS Mechanical Svcs	furnace inspection	SF	345.75
Coca-Cola Ent	concession supplies-CRC	GF	1,745.70
Colorado Analytical Laboratory	lab rest at sewer plant	SF	454.00
Colorado Analytical Laboratory	lab testing	SF	112.00
Colorado Assoc of Chiefs of Police	CACP Conf registration	GF	375.00
Colorado Bullhide	spray-on bed liner for 2 new units	FMF	748.00
Colorado Coach Transportation	Senior trip transp-May	GF	250.00
Colorado Dept of Public Health	biosolids WWTP	SF	2,476.32
Colorado Designscape Inc	winter farm park/northern lights park	PIF	91,304.85
Colorado Equipment	filters, credit or returned part, mower	FMF	42,359.35
Colorado Health Medical Group	drug testing	GF	40.00
Colorado Mosquito Control	Mosquito control	SDF	13,116.93
Colorado Mosquito Control	Mosquito control	SDF	13,116.93
Colorado Parks & Rec Assoc	CARA Swim team dues	GF	140.00
Colorado Standby	emergency generator svc/test CRC	FS	875.00
Colorado Standby	Annual Svc on lift stns	SF	4,540.00
Coloradoan Media Group	publish legal notices	GF	588.12
Comcast cable	CRC cable/music	CRCF	232.68
Comcast cable	internet PD	ITF	6.16
Comcast cable	utilities	ITF	209.90
Concentra	rapid UDS panel	GF	630.00
Coren Printing	printing; window envelopes w/logo,namplates,bus cards	CRCF	81.01
Coren Printing	office supplies	CRCF	5.61
Coren Printing	printing-business cards PW	FMF	33.83
Coren Printing	printing: window envelopes w/logo	FS	242.54
Coren Printing	printing-business cards PW, office supplies	FS	50.62
Coren Printing	printing; window envelopes w/logo,namplates,bus cards	GF	1,791.94
Coren Printing	printing-replace from flood,PD cards, business cards	GF	398.69
Coren Printing	printing; window envelopes w/logo	ITF	121.51
Coren Printing	office supplies	ITF	8.42
Coren Printing	printing-business cards	SF	33.83
Country Johns	portable restroom at MV football field	GF	87.00
Country Johns	portable restroom at MV football field	GF	16.84
Country Johns	portable restroom svc	GF	548.06
Crescendo Artist	Summer Concert Series Deposit x 2 bands	GF	2,500.00

VENDOR	DESCRIPTION	FUND	AMOUNT
Dailey, Laura	Recreation refund	GF	60.00
Dale Lynch	caulked stainless/plaster @ PD	FS	800.00
Dales' Environmental Services	manhole rehabs	SF	5,290.00
Daniel Caulman	security service call PD	FS	777.00
Dash Medical Gloves	gloves	GF	67.90
Dataprint	outsource water billing May 2013	SDF	1,422.51
Dataprint	outsource water billing May 2013	SF	1,422.49
Dataprint	epay water bills monthly fees	WF	338.49
Dataprint	outsource water billing May 2013	WF	1,422.49
Datawest	epay web hosting-water bills	ITF	585.00
Davinci Sign Systems	CRC/PD/CPP signs final payment	CIF	2,588.50
Dean Contracting	sales tax refund	CIF	1,000.46
Dean Contracting	sales tax refund	CRCF	166.73
Dean Contracting	sales tax refund	GF	1,500.68
Dept. of Labor & Employment	CPP Slide Registration	GF	630.00
DigiPix Signs	AHC-signs/panels for counter culture	GF	754.66
DigiPix Signs	SCS bubble tower banners	GF	429.00
Dominoes	pizza for teen night staff	GF	42.00
Don Kehn Construction	road base/rock for alleys	GF	2,817.17
Donnelson Ciancio & Grant PC	review svc plan for Great Western Metro	GF	350.00
Dressel, Debbie	mileage reimbursement-tax collectors quarterly meeting	GF	83.62
Earth Engineering Consultants	Geotech Report Sewer force main repair	SF	4,250.00
Egbert, Stephanie	senior footcare April 2013	GF	90.00
Elite Awards	Arbor day 5K medal replacements	GF	6.50
Emil, Kimberly Attorney at Law	Legal services, town prosecutor	GF	5,475.00
Enviropest	pest control-CRC/PW	FS	112.00
Enviropest	pest control	WF	75.00
Erwin Equipment Svcs	emergency generator repair	SF	799.58
E-Vents	Bridal festival full booths (2) payment	CRCF	1,178.00
Evident	Nark kits/bags/shipping	GF	84.00
Falcon Environmental Corp	freight for pump at Eastman Park	GF	76.08
Family Support Registry	wage assignment	GF	51.69
Family Support Registry	wage assignment	GF	296.57
Family Support Registry	wage assignment	GF	51.69
Family Support Registry	wage assignment	GF	296.57
Farnsworth Group	WWTP Headworks construct admin	SF	2,942.50
Fastenal	parts	FS	41.31
Fastenal	spray guns,rivets,safety glasses,wheels,earlplugs	FS	174.49
Fastenal	walk through ladder for shops	GF	750.61
Felsburg Holt & Ullevig	Prof svc-quite zone study April	CIF	1,975.62
Fine Tree Service	preventative spay for beetles on Spruce trees	GF	450.00
Five Star Timing	Arbor day 5K timing	GF	388.50
Force America Dist	Harness for relay box	FMF	247.94
Fort Collins-Loveland Water Dist	water purchased	GF	18.09
Fort Collins-Loveland Water Dist	water purchased	WF	31,222.80
Fotsch, Tara	reimburse for paint samples purchased	GF	29.87
Frachetti Engineering	Engineering svcs-UFP, SCADA	KERN	5,024.97
Frey, McCargar Plock & Root	legal services	GF	24,715.80
General Air	CO2 tank rental, welding supplies, pool cylinder refunds	GF	-37.13
General Air	welding supplies	GF	58.05
General Air	welding torch	WF	438.48
GLH Construction	Hydrant repair	WF	750.00
Golf & Sport Solutions	Hilltopper & field chalk	GF	135.80
Grainger	ballast/lamps/cleaner/door sweeps/hvac filters/lamps	FS	1,101.84
Great Western Metropolitan Dist	refund balance of Deposit,special council grant	GF	820.00
Greeley Lock and Key	TH,main pk Door repair/re-key/lock repair eastmn,th/make file ke	FS	1,423.85
Greeley Lock and Key	Farmhouse Key	GF	179.40
Greeley Monument Works	lettering on monument, move monument	GF	780.00

VENDOR	DESCRIPTION	FUND	AMOUNT
Gulley Greenhouse	flowers/landscaping	GF	2,066.13
Hach Environmental	itrogen/amonnia test strips/GLS	SF	428.74
Hamilton Linen	rental linens	CRCF	66.38
Hamilton Linen	Linen rental-N. Front Range MPO mtg	GF	45.17
Harmony Gardens	Bison Ridge park plants	GF	145.66
Harmony Gardens	Tree replacement/commemerative tree	GF	424.95
Hartman, Clare	water refund	SDF	4.86
Hartman, Clare	water refund	SF	20.00
Hartman, Clare	water refund	WF	18.53
Hensley Battery	battery	FMF	67.19
Highland Park Lanes	adaptive bowling fees	GF	212.80
Highland Park Lanes	adaptive bowling fees	GF	212.80
Hillyard	automatic chemical sprayer	CIF	1,389.00
Hillyard	chemicals,filters,tools,bucket,mop,paper products	FS	3,604.31
Hireright Solutions	DOT drug testing/collection fee	GF	127.20
Hireright Solutions	background check/DOT drug testing	GF	42.40
Home depot	farmhouse lumber, plywood for grave covers	GF	280.99
Houska Automotive Svcs	flat tire repair	FMF	90.00
Intermountain Sweeper	street sweeper purchased	FMF	172,865.00
Internal Revenue Service	Dec 31 2012-941 form	GF	602.52
Interwest Consulting Group	Engineering Svcs-Cornerstone/Eastman Dr. Roundabout	CIF	4,867.50
Irrigation Supply	pipe, materials	GF	286.96
J&J Excavating of Northern Colo	meter rental deposit refund	WF	2,000.00
J-2 Contracting CO	SCADA improvement	KERN	53,047.80
Johnson, Stacy	mileage reimbursement-Econ Development Council Mtg	GF	142.38
JUB Engineers	WCR 21 bridge engineering svcs	CIF	9,738.22
K & W Printing	development sign update	GF	70.00
Kenz & Leslie Dist	MOA, Oil conditioner, auto addititive	FMF	406.20
King Soopers	admin asst. day gifts	CRCF	92.28
King Soopers	mtg refresh,adaptive cook suppy,concession supplies	GF	419.02
King Surveyors	survey plat, fileds, new area	CIF	4,350.00
King Surveyors	Eastbrook Trail property descrip	GF	612.00
King Surveyors	Draft Eastman Description/Locate utiltity trench	KERN	557.50
Larimer County Sales & Use Tax	Larimer Cty use tax collection	GF	23,214.23
Lawrence Jones Custer Grasmick	legal svcs-KERN	GF	4,318.26
Lawson Products	Hook & Loop set, washers	FMF	25.81
Lawson Products	air brake set	FMF	280.45
Lengner, Stacy	Rec Refund	GF	75.00
Lewan & Assoc	credit for rtnd part,engineer lvl 2 OT, engineer lvl 3	ITF	1,104.50
Lifeloc Technologies	factory recertification/shipping	GF	205.43
Liley, Rogers & Martell	legal svcs, March/April 2013	DDA	845.00
LL Johnson Dist Co	pro league red field dirt,field marking paint	GF	1,047.60
LL Johnson Dist Co	Dist Company, baseball field dirt/chalk	GF	969.60
Loveland Ready Mix Concrete	50 Concrete blocks-rec storage	CIF	1,500.00
Mac Equipment	fuel filter, extension spring	FMF	41.77
Mail N Copy	shipping	GF	9.11
Mail N Copy	mailing	SF	25.37
Mail N Copy	mailing	WF	11.92
Manweiler's Hardware	cleaner, keys	CIF	5.35
Manweiler's Hardware	plumbing parts,clock, rivets	FS	175.92
Manweiler's Hardware	field supplies,bulbs,file,washers,drill bit,chisel scrapper	GF	254.63
Manweiler's Hardware	knife, tie downs, spray gun	SF	49.46
Manweiler's Hardware	cleaner, keys	WF	5.84
Mendoza, Jason	reimburse for meals during PLET training	GF	20.84
Metal Distributors	aluminum for CRC	FS	229.63
Michael Manning	municipal court judge svcs	GF	1,400.00
Mines & Associates	employee assistance program	CRCF	12.96
Mines & Associates	employee assistance program	CRCF	16.20

VENDOR	DESCRIPTION	FUND	AMOUNT
Mines & Associates	employee assistance program	FMF	9.72
Mines & Associates	employee assistance program	FMF	9.72
Mines & Associates	employee assistance program	FS	22.68
Mines & Associates	employee assistance program	FS	19.44
Mines & Associates	employee assistance program	GF	226.80
Mines & Associates	employee assistance program	GF	233.28
Mines & Associates	employee assistance program	ITF	6.48
Mines & Associates	employee assistance program	ITF	9.72
Mines & Associates	employee assistance program	SDF	3.24
Mines & Associates	employee assistance program	SDF	3.24
Mines & Associates	employee assistance program	SF	9.72
Mines & Associates	employee assistance program	SF	9.72
Mines & Associates	employee assistance program	WF	9.72
Mines & Associates	employee assistance program	WF	9.72
Mity-Lite Inc	table carts for CRC	CIF	4,192.52
Morey's Glass & Metals	Glass replacement-main park hockey	GF	121.00
Morris, Judy	reimburse incorrect deduction from payroll	GF	149.25
Mountain Rentals	paddle boards/paddles/spare parts	CIF	9,465.00
Mountain States Employer's Council	MSEC-Pblc employer's HR Conference	GF	448.00
Muskateer Gripweed	Final payment-SCS contract	GF	1,250.00
Napa Windsor	wrench,putty,coupling,filter,oil,stock filter order,lamps,belt	FMF	791.41
Napa Windsor	bed coating	SF	67.99
National Meter and Automation	Poudre Heights park meter gasket	GF	15.00
National Meter and Automation	1.5 Setters/pits and pit cones	WF	8,322.48
Newegg	seagate external drives, samsung printer	ITF	403.64
No Co Energy Star Homes	agency funding request	GF	1,000.00
North Colorado Medical Center	March 2013 Safe sitter class	GF	470.40
North Front Range MPO	Unified planning work pgm	GF	562.63
Northern Colorado Communication Group-Tribune	summer link 2013 inserts/recruiting ads HR	GF	4,908.39
Northern Colorado Pro Challenge	US pro cycling 2013 sponsorship	DDA	2,500.00
Northern Colorado Pro Challenge	pro cycling 2013 sponsorship	GF	10,000.00
Occupational Health Centers	employee drug/fitness tests	GF	1,068.00
Occupational Health Centers	Pre-employment drug screens/DOT	GF	320.00
Odle, Cyndi	mileage reimbursement-MSEC conf in Denver	GF	31.08
Office Depot	office supplies	CRCF	0.03
Office Depot	office supplies	CRCF	0.75
Office Depot	office supplies	FS	0.09
Office Depot	office supplies	FS	2.25
Office Depot	office supplies	GF	58.70
Office Depot	office supplies	GF	21.25
Office Depot	office supplies	GF	413.15
Office Depot	office supplies	GF	160.28
Office Depot	office supplies	ITF	0.04
Office Depot	office supplies	ITF	1.13
Office Depot	office supplies	SDF	5.83
Office Depot	office supplies	SF	87.33
Old National Bank	energy efficiency lease purchase May 2013	FS	3,455.41
Parker Ag Svcs	biol-solids removal	SF	26,165.22
Patrick Kipper	sculpture inspection/report	GF	180.00
Payflex Systems USA Inc	May 2013 flexible spending account-employee	GF	299.00
Petty Cash	PD-reimb for batteries,postage, luncheon	GF	45.94
Petty Cash	reimb drawer/sale of used computer equip	ITF	90.00
Pioneer Sand	rock treasure island/mulch main st	GF	694.66
Poudre Valley Health Care	secure blood draw	GF	118.00
Poudre Valley Medial Fitness	aqua aerobics classes March/April 2013	GF	360.00
Poudre Valley REA	utilities	GF	5,565.12
Poudre Valley REA	utilities	GF	3,304.15
Poudre Valley REA	utilities	GF	321.63

VENDOR	DESCRIPTION	FUND	AMOUNT
Poudre Valley REA	utilities	GF	5,533.80
Poudre Valley REA	utilities	SF	14,200.38
Poudre Valley REA	utilities	SF	2,744.37
Poudre Valley REA	utilitites	SF	17,475.29
Poudre Valley REA	utilities	WF	1,275.67
Poudre Valley REA	utilities	WF	31.24
Poudre Valley REA	utilities	WF	32.45
Prairie Mountain Publishing	recruitment ads	GF	505.90
Professional Law Enforcement Training PLET	Patrol Officer's drug investigation training	GF	350.00
Professional Management Solutions	IT Desk Audit	GF	540.00
Profit Resources	flohr brick	GF	58.85
Putnam, Carol	mileage reimbursement-CORA class, Thornton, CO	GF	52.88
Red Dog Signs and Wraps	signs for recycle center	FS	39.29
Red Dog Signs and Wraps	Historical preservation Comm banner	GF	72.15
Red Dog Signs and Wraps	lake signs	GF	220.00
Relay for Life	agency funding request-stage usage donation	GF	1,000.00
Restaurant Services Inc	sales tax refund	CIF	25.03
Restaurant Services Inc	sales tax refund	CRCF	4.16
Restaurant Services Inc	sales tax refund	GF	37.54
Rex Oil Co	hydralic oil/light bulbs	FMF	464.44
Robert Peccia & Assoc	museum/cemetery landscape plan svcs	CIF	17,896.78
Rolyan Buoys	lake buoys	GF	428.00
Rotary Club of Windsor	membership dues	GF	175.00
Roy Osborn	SCS sound services-1st pymt	GF	3,125.00
Rusch, Corey	reimburse for meals during PLET training	GF	27.23
S Corporation	annual laser fiche support	ITF	2,674.00
Safebuilt	permit fees April 2013 reimb	GF	101,963.28
Safeway	board mtg meals	GF	246.58
Safeway	Food-board apprec dinner	GF	21.50
Safeway	refreshments	WF	6.49
SAI North Team Sports	youth football helmets	CIF	4,995.00
SAI North Team Sports	volley ball nets for CRC gym	CRCF	518.00
SAI North Team Sports	Soccer Balls	GF	190.00
Sams Club	concession supplies-CRC	GF	158.86
Sam's Club	concessions, new card and svc fees	GF	1,608.74
Schaffer Enterp	shredding service	CRCF	33.90
Schaffer Enterp	shredding service	GF	116.14
Schindler Elevator Corp	service contract TH	FS	2,088.71
Schleiger, Leslie	Reimbursement-Karate boards	GF	132.18
Schneider's Paving	various streets repair	GF	24,700.00
Sean Grogan	ASB Summer League Umpires	GF	11,520.00
Sean Grogan	youth ball umpires	GF	1,950.00
Sentry Fire	svc chg/sprinkler parts	FS	82.50
Sigma Planning Corp	investment fees	GF	748.36
Snap-On tools/Scott Hook	welding helmet, lens, service	FMF	492.29
Something with Pizzaz	water bottle lables	DDA	395.90
Southern Exposure	irrigation svcs-bison ridge park	GF	238.33
Sportsman's Warehouse	uniforms	SF	69.98
Spradley Barr	cooling syst parts,gasket, thermostat,o-ring,lamps,water pmp	FMF	455.52
Spradley Barr	2013 Ford F-150 4x2 pickup (2)	FMF	37,178.00
Spradley Barr	extra keys for new units	FMF	144.00
Standard Insurance CO	employer paid premiums April 2013	GF	3,015.11
Staples	office supplies	GF	8.10
Staples	office supplies	ITF	914.11
State of Colorado	Farmer's Mkt advertising	GF	25.00
Stateswest Assessment Svcs	phase I environment site assessment	DDA	1,600.00
Summit Supply	bathroom door hardware	FS	237.24
Summit Supply	bath stall parts-ADA	FS	182.49

VENDOR	DESCRIPTION	FUND	AMOUNT
Sylvan Dale Ranch LLLP	adaptive trip	GF	192.50
T&T Tire	scrap tire disposal, new tire install, alignment	FMF	361.01
Terracon Consultants	Windsor VLG Pk testing svcs	CIF	322.95
Terracon Consultants	geotechnical Svcs	PIF	1,728.75
The Pawnee Group	car wash tokens	FMF	91.00
Thomas Eckrich	plaque for years of svc	DDA	40.00
Timberline Electric and Control	valve not responding/repair,mileage	WF	275.05
Tire Centers	new tire, install	FMF	477.85
Tometich, Scott	mileage reimb-GIS mtg, Brighton, CO	ITF	58.76
Tope, Cherryl	Water refund reissued	SDF	4.56
Tope, Cherryl	Water refund reissued	SF	20.00
Tope, Cherryl	Water refund reissued	WF	68.58
Town of Windsor Parks, Rec & Culture	sponsor 'Swing in the Streets' event	DDA	250.00
Tracom	Fiberglass bldg for Kodak Metering Manhole	SF	5,416.93
Trane	HVAC repairs	FS	1,000.50
Tri-Tech Security	Qtr 2 monitoring fee	FS	132.00
Tri-Tech Security	alarm svc, add new employee	FS	25.00
UMB Bank	flags, sympathy flwrs, teen mtg	CRCF	521.98
UMB Bank	Napa-window scraper	FMF	10.33
UMB Bank	coffee for manager's mtg	GF	25.90
UMB Bank	Arbor day refresh,book for staff	GF	136.44
UMB Bank	train meal,public relations	GF	97.69
UMB Bank	EDCC Conf lodging/website renewal	GF	260.66
UMB Bank	Class,membership,team mtg refresh	GF	380.95
UMB Bank	adaptive trips,tickets, meals	GF	362.68
UMB Bank	certifications class,uniforms	GF	205.00
UMB Bank	tix, SALT mtg food,senior trips	GF	226.13
UMB Bank	CML Conf registr,airfare,board mtg refresh	GF	1,063.32
UMB Bank	Seniors supplies, concessions, SALT mtg refresh	GF	295.78
UMB Bank	paint samples	GF	44.82
UMB Bank	aquatics/ARC Certifications	GF	838.00
UMB Bank	Safeway mischarges reimbursement	GF	-40.00
UMB Bank	Kiplinger subscription renewal	GF	163.00
UMB Bank	mtg refresh,cord,antiques for museum,books for staff	GF	693.49
UMB Bank	books,posts,tape,tree sale lunch	GF	337.67
UMB Bank	coloadoan subscrip,protem lunch	GF	23.33
UMB Bank	APA Conf shuttles,lodging Chi,class,training,flags, symp flwrs	GF	1,193.56
UMB Bank	North CO HR Assoc class	GF	18.00
UMB Bank	PPCT instructor training lodging PD	GF	312.00
UMB Bank	coffee	GF	25.51
UMB Bank	flags,sympathy flwrs,teen mtg	GF	1,150.56
UMB Bank	premoistened lens cloth wipes	ITF	14.49
UMB Bank	certification class, uniforms, meeting meals	SDF	157.45
United Way of Weld County	employee donation	GF	15.00
United Way of Weld County	employee donation	GF	15.00
USA Blue Book	Valve box cleaner	WF	356.68
USA Mobility	On-cal pager svc/credit	GF	8.54
Utility Notification Center	locate transmissions	WF	515.08
Vartec Telecom	telephone svc-fax machines	GF	8.79
Vartec Telecom	telephone svc-fax machines	SF	1.26
Verizon Wireless	utilities	CRCF	31.83
Verizon Wireless	utilities	GF	1,218.90
Verizon Wireless	utilities	GF	22.08
Verizon Wireless	utilities	ITF	40.01
Verizon Wireless	utilities	SF	40.01
Victory Sales	custodial clothing	FS	113.50
Victory Sales	Arbor Day 5K shirts/poster contest shirts	GF	1,609.99
Victory Sales	ABB League shirts	GF	347.40

VENDOR	DESCRIPTION	FUND	AMOUNT
Vision Service plan	employer's share of vision plan-May 2013	GF	1,794.48
Waste Management	trash svc-recycle site	GF	1,495.89
Water Works	car wash svcs Qtr 1	FMF	7.00
Weld County Drug Task Force	municipal court collections April 2013	GF	1,099.00
Weld County School Dist RE4	paper purchased	FMF	2.00
Weld County School Dist RE4	paper purchased	FS	5.99
Weld County School Dist RE4	paper purchased	GF	1,410.07
Weld County School Dist RE4	Early release prog transporatation Jan-May 2013	GF	472.00
Weld County School Dist RE4	paper purchased	ITF	9.98
Weld County School Dist RE4	paper purchased	SDF	2.00
Weld County School Dist RE4	paper purchased	SF	4.00
Weld County School Dist RE4	paper purchased	WF	7.98
Williams Equipment Co	wear plate/hyd fitting	FMF	346.96
Windsor Chamber of Commerce	Windsor buck purchase for Wellness Awards	GF	1,000.00
Windsor Hardware-Ace	CRC flag pole clasp	CRCF	4.99
Windsor Hardware-Ace	brushes,blade, polish,gasket, hoses, plumb supp,silicon	FS	199.20
Windsor Hardware-Ace	rope,hinges,sandppr,fastener,strike plt,wax,gas can, cleaner	GF	348.23
Windsor Hardware-Ace	caulk gun, silicone, weed spray, seal	SF	72.84
Windsor-Severance Fire Dept	fire dpt building permit collection	GF	250.00
Wireless Advanced Communication	install priority start-PD car	FMF	125.00
WN Miller Co	heated wiper blades	FMF	344.66
Xcel Energy	utilities	CRCF	6,884.50
Xcel Energy	utilities	GF	4,160.11
Xcel Energy	utilities	GF	29,889.61
Xcel Energy	utilities	GF	6,811.16
Xcel Energy	utilitiel	GF	1,262.26
Xcel Energy	utilities	KERN	15.83
Xcel Energy	utilities	KERN	31.65
Xcel Energy	utilities	PIF	5,748.00
Xcel Energy	utilities	SF	578.88
Xcel Energy	utilities	SF	137.49
Xerox Corp	copier maintenance agreements x 6	ITF	3,069.39
Zexhags Inc	building attendant contract	CRCF	54.00
Zexhags Inc	Museum/boardwalk park cleaning	GF	700.00
	TOTAL CASH DISBURSED		$1,192,305.53
	PAYROLL (wages/ 2 pay periods)		$328,080.51
	TOTAL		$1,520,386.04

M E M O R A N D U M

Date: June 10, 2013
To: Mayor and Town Board
Via: Regular meeting packets
From: Ian D. McCargar, Town Attorney
Re: Resolution approving license agreement (Broe Land Acquisitions II, LLC)
Item #: B.8.

Background / Discussion:

Broe Land Acquisitions II, LLC has asked if the Town will allow it to run augmentation water through an easement granted to the Town in 2002 by Eastman Kodak Company. After referring this to Dennis Wagner, we concluded that allowing Broe to run its augmentation water to the river through our easement area would not adversely affect the Town's use of the easement rights. We have negotiated the attached License Agreement, which has since been signed by the Broe representative. The Resolution simply confirms that the Town may enter into the License Agreement.

The License Agreement allows Broe to run its water in the easement area, but does not grant Broe any additional rights or privileges contrary to the Town's rights in the easement area. In keeping with the requirements of the Home Rule Charter, the License Agreement may be revoked with advance notice to Broe. The Town will not be responsible for managing or accounting for any of Broe's water as it passes through the easement area.

Financial Impact: None.

Relationship to Strategic Plan: Diversify, grow and strengthen local industrial economy

Recommendation: Approve Resolution; simple majority required.

Attachments:

License Agreement;

Resolution Approving a License Agreement Between the Town of Windsor, Colorado, and Broe Land Acquisitions II, LLC, with Respect to the Use of a Town-Owned Easement for the Conveyance of Augmentation Water, and Authorizing the Mayor to Execute Same

TOWN OF WINDSOR

RESOLUTION NO. 2013-27

A RESOLUTION APPROVING A LICENSE AGREEMENT BETWEEN THE TOWN OF WINDSOR, COLORADO, AND BROE LAND ACQUISITIONS II, LLC, WITH RESPECT TO THE USE OF A TOWN-OWNED EASEMENT FOR THE CONVEYANCE OF AUGMENTATION WATER, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

WHEREAS, the Town is the owner of easement rights granted pursuant to a Deed of Easement and Right of Way Agreement Drainage and Utility Easement dated as of February 5, 2002 ("Easement"), one purpose of which is to carry water across certain property to the Cache la Poudre river; and

WHEREAS, the Town has been approached by Broe Land Acquisitions II, LLC ("Broe") with a request to allow Broe to flow water and to construct and operate a flume within the Easement area, in order to measure the flow of such water into the Cache la Poudre River; and

WHEREAS, the Town and Broe have negotiated a License Agreement which will meet Broe's needs while preserving the Town's ability to use the Easement as originally intended; and

WHEREAS, the attached License Agreement has been reviewed by the Town Attorney and the Director of Engineering; and

WHEREAS, the Town Board desires to approve the attached License Agreement, the terms of which are incorporated herein by this reference as if set forth fully.

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

1. The attached License Agreement between the Town of Windsor and Broe Land Acquisitions II, LLC, is hereby approved by the Windsor Town Board.

2. The Mayor is hereby authorized to execute the attached License Agreement on behalf of Windsor.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 10th day of June, 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 (the "**Licensee**"), and THE TOWN OF WINDSOR, COLORADO (the "**Town**") to be effective as of May 30, 2013 (the "**Effective Date**").

RECITALS

This Agreement is made with respect to the following facts:

A. The Town is the holder of certain easement interests for drainage and other purposes pursuant to that certain Deed of Easement and Right-of-Way Agreement Drainage and Utility Easement dated as of February 5, 2002 and recorded in the real property records of Weld County, Colorado on March 18, 2002 at Reception No. 2934453 (the "**Town's Easement**").

B. Licensee desires to flow water and to construct and operate a flume (the "**Flume**") to measure the flow of such water into the Poudre River, to support Licensee's water augmentation plan related to Licensee's nearby property and development (collectively, "**Water Flow Access**") over and across portions of the Town's Easement area, as depicted on Exhibit A attached hereto (the "**Water Flow Route**").

C. The Town has agreed to grant Licensee a license for Water Flow Access along the Water Flow 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, Licensee and the Town agree as follows:

1. Grant of License. As of the Effective Date, the Town hereby expressly grants Licensee and its employees, agents, contractors, successor and assigns a license (the "**License**"), over and across the Water Flow Route for the sole purpose of Water Flow Access and operation of the Flume.

2. Subject to Superior Interests. Licensee'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 Water Flow Route.

3. Use of the Water Flow Route. Licensee will:

(a) Use the Water Flow Route in accordance with the terms and conditions of the Town's rights to use such Water Flow Route pursuant to the Town's Easement, and not in conflict with the Town's rights to use such Water Flow Route pursuant to the Town's Easement.

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

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

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

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

4. Reservation by the Town. The Town reserves the right to use the Water Flow Route in accordance with the terms and conditions of the Town's rights to use such Water Flow Route pursuant to the Town's Easement.

5. Revocability. In keeping with the requirements of the Town's Home Rule Charter, this Agreement shall be revocable by the Town with or without cause. In the event the Town invokes its authority to revoke this Agreement, the revocation shall be effective only after 12 months' prior written notification by the Town to Licensee.

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 Licensee, 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
301Walnut 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]

IN WITNESS WHEREOF, the undersigned have duly executed the foregoing as of the date first written above.

LICENSEE:

BROE LAND ACQUISITIONS II, LLC,
a Colorado limited liability company

By: _____
Name: ALEX YEROS
Title: VICE PRESIDENT

THE TOWN:

TOWN OF WINDSOR COLORADO

_____
Kelly Arnold, Town Manager

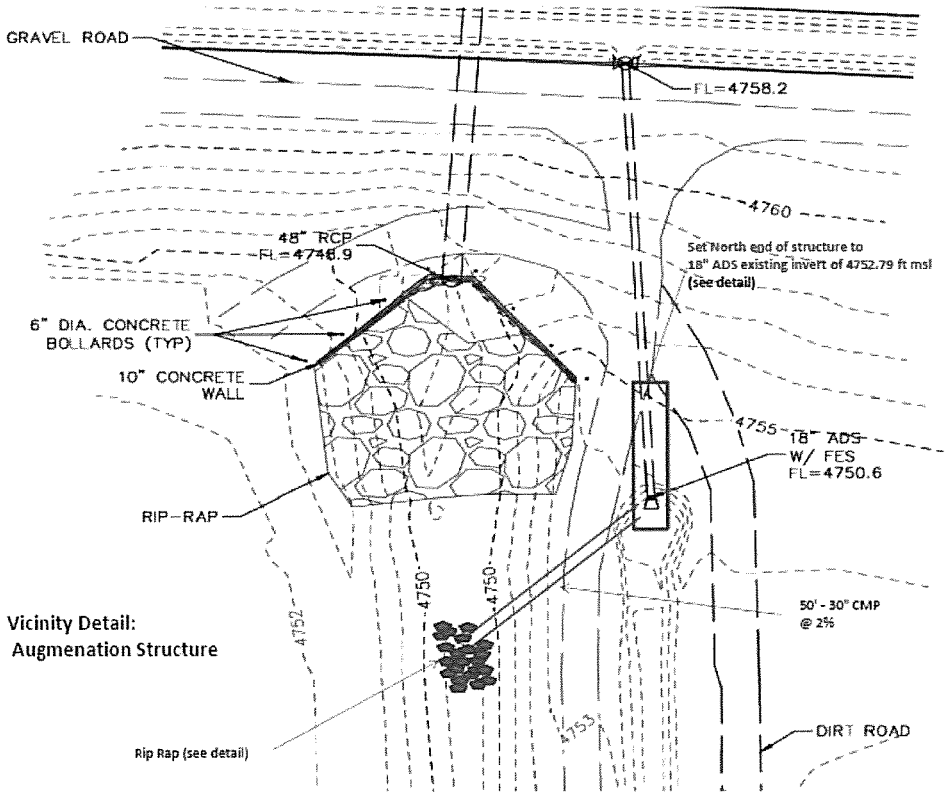
ATTEST:

_____
Patti Garcia, Town Clerk

1039692.4

EXHIBIT A

(Depiction of Water Flow Route)



1039692.4

M E M O R A N D U M

Date: June 10, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Dennis Wagner, Director of Engineering
Re: Intergovernmental Agreement Between the Town of Windsor and the Colorado Department of Local Affairs with Respect to Grant Funding for a Three-Million Gallon Water Storage Tank
Item #: B.9.

Background / Discussion:

For the past three years, the Town of Windsor 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 reinstated 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 with a possible suspension of work during winter and completion in 2014.

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.

	Budget	Proposed	Note
Revenue	$800,000	$450,000	Reduced Grant Amount
Expense	$0	$	
Net		$(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 approve the resolution authorizing the Mayor to execute the Grant Agreement with the State of Colorado Department of Local Affairs.

Attachments:

Resolution
Grant Agreement

TOWN OF WINDSOR

RESOLUTION NO. 2013-28

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR, COLORADO, AND THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS WITH RESPECT TO GRANT FUNDING FOR THE CONSTRUCTION OF A THREE MILLION-GALLON WATER STORAGE TANK

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

WHEREAS, the Town's water utility enterprise is responsible for sound planning and provision of treated water resources; and

WHEREAS, the Town has developed plans for a three million (3,000,000)-gallon water storage tank, the purpose of which will be to hold treated water for customer use in tandem with the existing water storage tank; and

WHEREAS, the State of Colorado Department of Local Affairs ("DOLA") has awarded to the Town an Energy Impact Assistance Fund Grant in the amount of $450,000.00 ("Grant"), which funds will be devoted to the construction of the proposed water storage tank; and

WHEREAS, DOLA requires the Town to enter into a written agreement containing the terms under which the Grant funds will be administered, applied and accounted for; and

WHEREAS, the Town Manager has participated in negotiations with DOLA with respect to the written agreement required by DOLA, and have arrived at the attached "Grant Agreement Between the State of Colorado Department Local Affairs and the Town of Windsor" ("IGA"); and

WHEREAS, the attached IGA will enable the use of the Grant funding for the construction of the water storage tank, which will assure the continued delivery of treated water to the Town's water utility customers for the foreseeable future; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. authorizes governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each, including the sharing of costs; and

WHEREAS, the Town Board wishes to approve the attached IGA, and to authorize the Mayor to execute it on the Town's behalf.

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

1. The attached Grant Agreement Between the State of Colorado Department Local Affairs and the Town of Windsor, incorporated herein by this reference as if set forth fully, is hereby approved by the Windsor Town Board.

2. The Mayor is hereby authorized to execute the attached Agreement on behalf of Windsor.

3. The Town Attorney is authorized to make necessary revisions to the Agreement in keeping with its essential purposes.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 10th day of June, 2013.

TOWN OF WINDSOR, COLORADO

By:_____
John S. Vazquez, Mayor

ATTEST:

_____
Patti Garcia, Town Clerk

GRANT AGREEMENT

Between

STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS

And

TOWN OF WINDSOR

Summary

Award Amount: $450,000.00

Identification #s:

Encumbrance #:	F13S7105	*(DOLA's primary identification #)*
Contract Management System #:	56310	*(State of Colorado's tracking #)*

Project Information:

Project/Award Number:	EIAF 7105
Project Name:	Windsor Water Storage Tank #2
Performance Period:	Start Date: _____ End Date: 10/31/14
Brief Description of Project / Assistance:	The Project is the construction of a 3-million gallon concrete water tank by the Town of Windsor.

Program & Funding Information:

Program Name	Energy & Mineral Impact Assistance Fund
Funding source:	State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds):	N/A
Funding Account Codes:	152 FBA0 127 5110

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1. PARTIES

This Agreement (hereinafter called "Grant") is entered into by and between the **TOWN OF WINDSOR** (hereinafter called "Grantee"), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the "State" or "DOLA").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to *(see checked option(s) below):*

A. ☒ The Effective Date.

B. ☐ The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.

C. ☐ insert date for authorized Pre-agreement Costs (as such term is defined in **§4)** , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

"Budget" means the budget for the Project and/or Work described in **Exhibit B**.

B. Closeout Certification

"Closeout Certification" means the Grantee's certification of completion of Work submitted on a form provided by the State.

C. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in **§6** and **Exhibit B.**

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- **i.** Exhibit A (Applicable Laws)
- **ii.** Exhibit B (Scope of Project)
- **iii.** Exhibit E (Project Performance Plan)
- **iv.** Exhibit G (Form of Option Letter)

E. Goods

"Goods" means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

"Grant" means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

"Grant Funds" means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

"Party" means the State or Grantee and "Parties" means both the State and Grantee.

I. Pay Request(s)

"Pay Request(s)" means the Grantee's reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

"Pre-agreement costs", when applicable, means the costs incurred on or after the date as specified in **§2** above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee's grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project
"Project" means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout
"Project Closeout" means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program
"Program" means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review
"Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B.**

O. Services
"Services" means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)
"Status Report(s)" means the Grantee's status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor
"Subcontractor" means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee
"Subgrantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property
"Subject Property" means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work
"Substantial Progress in the Work" means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

U. Work
"Work" means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product
"Work Product" means the tangible or intangible results of Grantee's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM.

A. Initial Term-Work Commencement
Unless otherwise permitted in **§2** above, the Parties' respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **October 31, 2014** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension
The State, at its sole discretion upon written notice to Grantee as provided in **§16,** may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF PROJECT

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in **§2** above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this **§7**, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **$450,000.00 (FOUR HUNDRED FIFTY THOUSAND and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. **Budget Line Item Adjustments.**
Modifications to uses of such Grant Funds shall be made in accordance with **§4.4** of **Exhibit B**. For line item adjustments over 10% but less than 24.99% (a "**Minor Line Item Adjustment**") which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit G** (each an "**Option Letter**"). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

ii. **Overall Budget Adjustments.**
Modifications to the overall Budget shall be made in accordance with **§4.5** of **Exhibit B**. For overall Budget adjustments less than 24.99% (a "**Minor Budget Adjustment**") which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

iii. **Setting Final Initial Budget.**
All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with **§4.5.1.1** of **Exhibit B**. If such True-up Budget Proposal (as such term is defined in **§4.5.1.1** of **Exhibit B**) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

D. Matching/Leveraged Funds
Grantee shall provide matching and/or leveraged funds in accordance with **Exhibit B**.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds
State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit B.**

B. Litigation Reporting
Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Noncompliance
Grantee's failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

D. Subgrants/Subcontracts
Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance
Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

(i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
(ii) for such further period as may be necessary to resolve any pending matters, or
(iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B.**

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative. Except as otherwise provided in this Grant, Grantee shall keep all tenant, patient and offender information confidential.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent

permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this **§10.**

E. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

DOLA is not a covered entity under HIPAA for purposes of this Grant. If the Grantee is a covered entity under HIPAA, it shall comply with the requirements of HIPAA, and in all instances shall comply with all other federal and state laws protecting the confidentiality of patient information.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in **§13(B)** with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** $1,000,000 each occurrence; **(b)** $1,000,000 general aggregate; **(c)** $1,000,000 products and completed operations aggregate; and **(d)** $50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section ☒ shall | ☐ shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $3,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding $10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in **§13B(i)-(iv)** above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of $5,000,000 per occurrence and $5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property**.**

vii.Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in **§vi** above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder's Risk Insurance

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.

b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed $10,000.

c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.

d) Builders Risk coverage shall include partial use by Grantee and/or property owner.

e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

This subsection shall apply if Grant Funds are provided for the construction or rehabilitation of real property.

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide

Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

i. **Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,

ii. **In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.

iii. **Insurer**. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,

iv. **Additional Insured**
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. **Primacy of Coverage**
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. **Cancellation**
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with **§16** (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. **Subrogation Waiver**
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§13**.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in **§16**. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued

with due diligence, the State may exercise any of the remedies set forth in **§15**. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to **§15(B)**, the State shall have the remedies listed in this **§15** in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in **§14(B)**, if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by **§15(A)** or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in **§15(A)(i)**.

iii. Payments

If this Grant is terminated by the State pursuant to this **§15(B)**, Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit E** – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment
Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal
Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property
If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Tony Hernandez, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: tony.hernandez@state.co.us

B. Grantee:

John Vasquez, Mayor
Town of Windsor
301 Walnut
Windsor, Colorado 80525
Email: jvasquez@windsorgov.com

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section ☐ shall | ☒ shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions,

agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is $100,000 or greater, either on the Effective Date or at anytime thereafter, this **§19** applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.
Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.
Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- **A.** Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- **B.** Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
  - **i.** That he or she is a United States citizen or legal permanent resident; or
  - **ii.** That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].
Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in **§21(A)**, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section ☐ shall | ☒ shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS - TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

a) Approval by Division Director

The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in **§5** of **Exhibit B** and the Principal Representative in **§16**.

b) Approval by DOLA Controller

The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Exhibit A (Applicable Laws)
ii. Colorado Special Provisions
iii. The provisions of the main body of this Grant (excluding the cover page)
iv. Any executed Option Letters
v. Exhibit B (Scope of Project)
vi. Exhibit E (Project Performance Plan)
vii. The cover page of this Grant

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**
This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. **FUND AVAILABILITY. CRS §24-30-202(5.5).**
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. **GOVERNMENTAL IMMUNITY.**
No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. **INDEPENDENT CONTRACTOR**
Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. **COMPLIANCE WITH LAW.**
Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. **CHOICE OF LAW.**
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. **BINDING ARBITRATION PROHIBITED**.
The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**
State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the

State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. **EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.**
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**
[*Not applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. **PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**
[*Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology* services *or products and services*] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. **PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**
Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

GRANTEE TOWN OF WINDSOR	STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS
By: _____ Name of Authorized Individual (print) Title: _____ Official Title of Authorized Individual _____ *Signature Date: _____	By:_____ Reeves Brown, Executive Director Date: _____
	PRE-APPROVED FORM CONTRACT REVIEWER By:_____ Bret Hillberry, State Grants Program Manager Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA

By:_____
Barbara M. Casey, CPA, Controller Delegate

Date:_____

M E M O R A N D U M

Date: June 10, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk
Re: Designation of Voting Delegate at the Colorado Municipal League (CML) Annual Meeting
Item #: B.10.

Background / Discussion:

The Colorado Municipal League will hold their annual meeting on Thursday, June 20th during the CML Conference. Each municipality has an opportunity to designate one voting member; generally it is the Mayor or his designee. This is formal acknowledgement that the Town Board designates Mayor John Vazquez as the voting delegate for the Town of Windsor at the CML Annual Meeting.

TOWN OF WINDSOR

ORDINANCE NO. 2013-1455

AN ORDINANCE APPROVING THE DISPOSITION OF MINERAL INTERESTS UNDERLYING COVENANT PARK, AND AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM MINERAL DEED TO ACCOMPLISH SAME

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

WHEREAS, the Town has completed improvements to Covenant Park, a community park located within the Town limits; and

WHEREAS, prior to development of Covenant Park, the Town discovered that the former owner of the Park property had placed a number of miscellaneous easements within the Park site, the purpose of which was to provide access to neighboring property owned by the former owner; and

WHEREAS, in order to assure that the development of Covenant Park did not run afoul of the various miscellaneous easements, the Town negotiated an agreement with the former owner, Linda Eklund-Francis, under which Ms. Eklund-Francis delivered to the Town a quit claim deed for her legal interest in the Park site; and

WHEREAS, the sole purpose of the quit claim deed to the Town from Ms. Eklund-Francis was to eliminate the miscellaneous easements, thus allowing the Town the ability to develop Covenant Park without concern for the easements; and

WHEREAS, it was never intended that the quit claim deed from Ms. Eklund-Francis would transfer mineral rights to the Town; and

WHEREAS, it has become advantageous for Mr. Eklund-Francis to develop the minerals lying under Covenant Park, and she has requested that the Town re-convey the mineral rights to her; and

WHEREAS, as it was never the Town's intention to own the mineral rights lying under Covenant Park, the Town Board has concluded that a re-conveyance of the mineral rights to Ms. Eklun-Francis is appropriate; and

WHEREAS, the Town Attorney has reviewed and referred to the Town Board the attached Quit Claim Mineral Deed; and

WHEREAS, the Town's Home Rule Charter requires that the disposal of a Town-owned fee interest in real property be accomplished by ordinance, unless the Town Board in its sole discretion elects to refer the matter to the voters; and

WHEREAS , the Town Board does not feel a referral to the voters is appropriate, as the re-conveyance of the mineral interests simply restores the status of title to what was intended by the earlier transfer of the Covenant Park property to the Town; and

WHEREAS, the Town Board finds the attached Quit Claim Mineral Deed is proper in all respects.

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

Section 1. The attached Quit Claim Mineral Deed is approved by the Windsor Town Board.

Section 2. Following the effective date of this Ordinance, the Mayor is hereby authorized to execute the said Quit Claim Mineral Deed on behalf of the Town.

Introduced, passed on first reading, and ordered published this 13th day of May, 2013.

TOWN OF WINDSOR, COLORADO

By_____
John S. Vazquez, Mayor

ATTEST:

_____
Patti Garcia, Town Clerk

Introduced, passed on second reading, and ordered published this 10th day of June, 2013.

TOWN OF WINDSOR, COLORADO

By_____
John S. Vazquez, Mayor

ATTEST:

_____
Patti Garcia, Town Clerk

TOWN OF WINDSOR

ORDINANCE NO. 2013-1456

AN ORDINANCE AMENDING THE *WINDSOR MUNICIPAL CODE* FOR THE PURPOSE OF APPROVING THE DELEGATION OF LOCAL LIQUOR LICENSING AUTHORITY DUTIES TO AN INDIVIDUAL FAMILIAR WITH LIQUOR LICENSING AND LEARNED IN THE LAW

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

WHEREAS, pursuant to the Colorado Liquor Code, § 12-47-101, *et. seq*., the Town Board has ably served as the "Local Licensing Authority" with respect to all determinations required under the Colorado Liquor Code; and

WHEREAS, the Town Board believes that the administration and determination of liquor licensing matters within the Town can be improved by the delegation of liquor licensing duties to an individual familiar with liquor licensing law and procedure; and

WHEREAS, the Town Board remains committed to assuring that liquor licensing administration and determination is handled fairly, expeditiously and with due regard to the community's sensibilities; and

WHEREAS, the Town Board believes that through the appointment process, the selection of a qualified individual can be accomplished, and the ongoing responsibilities of the local liquor licensing authority can be reviewed on a periodic basis.

NOW, THERFORE BE IT ORDAINED by the Town Board of the Town of Windsor, Colorado:

Chapter 6, Article I of the *Windsor Municipal Code* is hereby repealed, amended and re-adopted as follows::

ARTICLE I

Alcoholic Beverages

Sec. 6-1-10. Delegation of Local Licensing Authority duties to Town Board appointee.

The Town of Windsor Local Licensing Authority for all purposes under the Colorado Liquor Code, § 12-47-101, *et. seq*., C.R.S., shall be appointed by Resolution of the Town Board from time to time.

Sec. 6-1-20 Definitions.

As used in this Article, the following words or phrases shall have the following meanings, respectively:

Malt liquor includes beer and shall be construed to mean any beverage obtained by the alcoholic fermentation of any infusion or decoction of barley, malt, hops or any other similar products or any combination thereof in water, containing more than three point two percent (3.2%) alcohol by weight.

Medicinal liquor means any liquor sold by a duly licensed pharmacist or drugstore solely on a bona fide doctor's prescription.

Operator means a person licensed by law to sell three point two (3.2) beer and malt, vinous and spirituous liquors, other than medicinal liquors, for beverage purposes at retail and who is engaged at any time during the calendar year in such operation within the Town.
Person includes persons, partnerships, associations, organizations or corporations.

Spirituous liquor means any alcoholic beverage obtained by distillation, mixed with water and other substances in solution, and includes among other things: brandy, rum, whiskey, gin and every liquid or solid, patented or not, containing alcohol and which are fit for use for beverage purposes. Any liquid or solid containing beer or wine in combination with any other liquor except as above provided shall not be construed to be malt or vinous liquors but shall be construed to be spirituous liquor.

Three point two (3.2) beer means malt liquor as herein defined as containing not more than three point two percent (3.2%) alcohol by weight.

Vinous liquor includes wine and fortified wines not exceeding twenty-one percent (21%) alcohol by volume and shall be construed to mean an alcoholic beverage obtained by the fermentation of the natural sugar contents of fruits or other agricultural produce containing sugar.

Sec. 6-1-30. Applicability.

In addition to any of the rules or laws which may be applicable, these rules shall govern all proceedings before the Town Board. If any of the rules contained herein shall conflict with any provisions of the laws of the State or the rules of the State Licensing Authority pertaining to the Colorado Liquor Code or to rules pertaining to the licensing or sale of fermented malt beverages, the provisions of state law or the rules of the State Licensing Authority shall govern.

Sec. 6-1-40. Application for liquor license; fee.

(a) All applications for liquor licenses and for fermented malt beverage licenses shall be filed with the Town Clerk. Any person applying for such license shall file the state license application form which shall be filled out and completed in all material details. Incomplete

application forms shall be rejected. All license forms shall be filled out by typewriter or printed in ink, and all other information or exhibits submitted shall be typewritten or printed in ink, except plans and specifications which may be required.

(b) At the time of submitting the application, the applicant shall pay an application fee to the Town. Such fee shall be used to defray the expense incurred by the Town for the review, investigation, supplies, posting and publication of premises and all other services of personnel of the Town which pertain to the application. Such application fee shall apply only to applications for new licenses and to applications for the transfer of ownership of an existing license or for transfer of the location of an existing license. Such application fee shall be set by resolution of the Town Board.

Sec. 6-1-50. Classification.

The business of selling at retail any three point two (3.2) beer or malt, vinous or spirituous liquor, other than medicinal liquors, for beverage purposes within the Town is hereby defined and separately classified as such occupation for the purposes of this Article, as follows:

(1) Class "A" Operators. All operators who are licensed to sell beer, wine and spirituous liquors for consumption on the premises, either at hotels or restaurants, shall be Class "A" Operators.

(2) Class "B" Operators. All operators licensed as retail liquor stores to sell, in original containers, malt, vinous or spirituous liquors for consumption off the premises shall be Class "B" Operators.

(3) Class "C" Operators. All operators licensed to sell only three point two (3.2) beer and who sell the same for consumption on the premises are Class "C" Operators.

(4) Class "D" Operators. All operators licensed to sell only three point two (3.2) beer and who sell the same solely in the original package or container for consumption off the premises shall be Class "D" Operators.

(5) Class "E" Operators. All operators licensed to sell malt, vinous or spirituous liquors by the drink only to members of clubs and their guests within the premises of said club shall be Class "E" Operators.

(6) Class "F" Operators. All hotel and restaurant licensees, beer and wine licensees, tavern licensees, club licensees, and arts licensees obtaining a special license to sell, serve or distribute malt, vinous and spirituous liquors by the drink after the hour of 8:00 p.m. and until midnight on Sundays and Christmas, an Extended Hours License shall be a Class "F" Operator.

Sec. 6-1-60. Tax nondiscriminatory.

The Town hereby finds, determines and declares that, considering the nature of the business of selling at retail three point two (3.2) beer and malt, vinous and spirituous liquors for beverage purposes and relation of such business to the municipal welfare, as well as the relation thereof to the expenditures required by the Town and a proper, just and equitable distribution of tax burdens within the Town, and all other matters proper to be considered in relation thereto, the classification of said business as a separate occupation is reasonable, proper, uniform and nondiscriminatory and that the amount of tax hereby imposed by this Article is reasonable, proper, uniform and nondiscriminatory and necessary for a just and proper distribution of tax burdens within the Town.

Sec. 6-1-70. Assessment of tax; rate.

There is hereby levied and assessed an annual occupation tax on the business of selling three point two (3.2) beer or malt, vinous and spirituous liquors, except medicinal liquors, in the Town, as said occupation has been herein classified, such occupation tax to be set by resolution of the Town Board.

Sec. 6-1-80. Payment of tax.

(a) Such tax shall be due and payable to the Town Clerk on the same date as the liquor license renewal fee is due for each licensee, and shall be deemed delinquent thirty (30) days after the liquor license renewal date appearing in the Town's liquor license records. Prepayment of said tax may be made in during the month preceding the liquor license renewal due date.

(b) Upon receipt of such tax, it shall be the duty of the Town Clerk to execute and deliver to the operator paying the tax a receipt showing the name of the operator paying the tax, the date of payment, the annual period for which said tax is paid and the place at which said operator conducts business.

(c) The operator shall, at all times during said year, keep said receipt posted in a conspicuous place in his or her place of business.

(d) Whenever any licensee begins business with a new license, subsequent to January 1 of any year, the occupational license tax required herein shall be prorated on a monthly basis for the remaining portion of the year; but no refund shall be made to any person who discontinues business under a license before the expiration of the period covered by the tax. In the event the ownership of an existing license is transferred to a new licensee during any year, the transferred license shall not be considered a new license and no additional occupational license tax shall be required in connection with such license. If this Article is adopted in the middle of a fiscal year, the operator shall pay only that share of taxes which apply to the balance of the fiscal year in which this Article is adopted. All taxes provided for in this Article shall be due as provided above, except that all taxes provided for in this Subsection shall be due and payable upon the

beginning of business or upon adoption of this Article and shall be delinquent ten (10) days thereafter. Interest shall accrue on all delinquent taxes from the day of delinquency until paid and shall accrue at the rate of one percent (1%) per month.

Sec. 6-1-90. Delinquency.

No delinquency in payment of the tax herein provided for shall be grounds for suspension or revocation of any such operator by any licensing authority pursuant to the statutes enacted by the General Assembly of the State, and in performance of any duties imposed by said statutes upon the Town Board, as a licensing authority, the Town Board shall exclude from consideration any delinquency in payment of the tax herein provided for.

Sec. 6-1-100. Civil action for collection.

The Town shall have the right to recover all sums due by the terms of this Article by judgment and execution thereon in a civil action, in any court of competent jurisdiction. Such remedy shall be cumulative with all other remedies provided herein for the enforcement of this Article.

Sec. 6-1-110. Optional premises licenses.

(a) Authority. The Town Board shall have the power to issue optional premises licenses and optional premises for hotel and restaurant licenses in accordance with the provisions of the Colorado Liquor Code, Section 12-47-101 et seq., C.R.S., and the provisions of this Section. The provisions of this Section shall be considered in addition to all other standards applicable to the issuance of licenses under this Article and under the Colorado Liquor Code.

(b) Definitions. In addition to the definitions set forth in Section 6-1-10 of this Article, the following definitions shall apply for the purposes of this Section.

Optional premises means:

(1) The premises specified in an application for a hotel and restaurant license under this Article with related outdoor sports and recreational facilities for the convenience of its guests or the general public located on or adjacent to the hotel or restaurant within which such operator is authorized to sell or serve three point two (3.2) beer or malt, vinous or spirituous liquors, other than medicinal liquors, in accordance with the provisions of this Article and at the discretion of the Town Board and the State Licensing Authority; or

(2) The premises specified in an application for an optional premises license located on an applicant's outdoor sports and recreational facility.

The optional premises license and the optional premises for hotel and restaurant licenses shall be collectively referred to as an optional premises license unless otherwise specified herein.

Outdoor sports and recreational facility means a facility that charges a fee for the use of such facility, as defined in Section 12-47-103(22), C.R.S.

(c) Eligible facilities. An optional premises license may only be considered for premises which are located upon an outdoor sports and recreational facility as defined herein.

(d) Size of eligible facilities. There shall be no minimum size requirement for the outdoor sports and recreational facilities which may be eligible for the approval of an optional premises license. However, the Town Board may consider the size of the particular outdoor sports and recreational facility in relation to the number of optional premises requested for the facility.

(e) Number of optional premises per facility. There shall be no restrictions on the number of optional premises which any one (1) licensee may have on an outdoor sports and recreational facility. However, any applicant requesting approval of more than one (1) optional premises on an outdoor sports and recreational facility shall demonstrate the need for each optional premises in relationship to the outdoor sports and recreational facility and its guests.

(f) Information required on application. When submitting a request for the approval of an optional premises license, an applicant shall comply with all application requirements set forth in Section 6-1-30 of this Article. In addition, the applicant for an optional premises license shall submit the following information:

(1) A map or other drawing illustrating the outdoor sports and recreational facility boundaries and the approximate location of each optional premises requested;

(2) A description of the method which shall be used to identify the boundaries of the optional premises when in use; and

(3) A description of the provisions which have been made for storing three point two (3.2) beer or malt, vinous or spirituous liquor, other than medicinal liquors, in a secured area on or off the optional premises for future use on the optional premises.

(g) Processing of applications. An application for a new optional premises license shall be processed in the same manner as any other new license application under this Article. An application for an optional premises license filed in connection with an existing hotel and restaurant license shall be processed in the same manner as an application to modify or expand the licensed premises.

(h) Discretion of Town Board. Any decision by the Town Board to grant, deny or renew an optional premises license under this Section shall be discretionary.

(i) Notice of operation. Pursuant to Section 12-47-310, C.R.S., no alcoholic beverages may be served on the optional premises unless the operator has provided written notice to the Town Board and the State Licensing Authority forty-eight (48) hours prior to serving alcoholic beverages on the optional premises. Such notice shall contain the specific days and hours during which the optional premises are to be used. There shall be no limitation on the number of days which an operator may specify in each notice; however, no notice may specify any date of use which is beyond the current license period.

(j) Compliance with Article required. Nothing in this Section shall be construed to permit the violation of any other provision of this Article under circumstances not specified in this Section.

Introduced, passed on first reading and ordered published this 13th day of May, 2013.

TOWN OF WINDSOR, COLORADO

_____
John S. Vazquez, Mayor

ATTEST:

_____
Patti Garcia, Town Clerk

Passed on second reading, and ordered published this 10th day of June, 2013.

TOWN OF WINDSOR, COLORADO

_____
John S. Vazquez, Mayor

ATTEST:

_____
Patti Garcia, Town Clerk

M E M O R A N D U M

Date: June 10, 2013
To: Mayor and Town Board
Via: Regular Meeting packets
From: Ian D. McCargar, Town Attorney
Re: Liquor Licensing Authority Code amendment and companion Resolution
Item #: C.2 & C.3.

Background / Discussion:

The Agenda for this evening includes to related items for Town Board consideration:

- Second Reading of Ordinance No. 2013–1456 ("Code Amendment Ordinance"); and

- A Resolution Appointing Teresa Ablao to Serve as the Town of Windsor Local Liquor Licensing Authority Pursuant to the Provisions of the Colorado Liquor Code and Pursuant to Chapter 6, Article I of the *Windsor Municipal Code* ("Appointment Resolution")

The Code Amendment Ordinance revises Chapter 6, Article I of the Code to expressly allow for Town Board appointment of an individual learned in the law for purposes of performing the functions previously handled by the Town Board in its capacity as the Local Licensing Authority under the Colorado Liquor Code. Adoption on second reading would pave the way for your consideration of the Appointment Resolution. Adoption on Second Reading requires a five-vote majority.

The Appointment Resolution accomplishes two primary purposes: formal delegation of Local Licensing Authority duties to Ms. Teresa Ablao, and approval of the attached Professional Services Agreement between the Town and Ms. Ablao. The Professional Services Agreement formalizes the protocols and compensation arrangements for Ms. Ablao's service in this new capacity. Approval of the Resolution requires a simple majority of those participating.

Financial Impact: $1,000 to $2,000 annually, depending on the number of non-routine public hearings.

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

Recommendation: Final adoption of Ordinance No. 2013-1456 (five votes required); Review Professional Services Agreement, and approve Appointment Resolution (simple majority required).

Attachments:

Ordinance Amending the Windsor Municipal Code for the Purpose of Approving the Delegation of Local Liquor Licensing Authority Duties to an Individual Familiar with Liquor Licensing and Learned in the Law

Resolution Appointing Teresa Ablao to Serve as the Town of Windsor Local Liquor Licensing Authority Pursuant to the Provisions of the Colorado Liquor Code and Pursuant to Chapter 6, Article I of the *Windsor Municipal Code*

TOWN OF WINDSOR

RESOLUTION NO. 2013-29

A RESOLUTION APPOINTING TERESA ABLAO TO SERVE AS THE TOWN OF WINDSOR LOCAL LIQUOR LICENSING AUTHORITY PURSUANT TO THE PROVISIONS OF THE COLORADO LIQUOR CODE AND PURSUANT TO CHAPTER 6, ARTICLE I OF THE *WINDSOR MUNICIPAL CODE*

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

WHEREAS, pursuant to Title 12, Article 47 of the Colorado Revised Statutes ("Liquor Code"), the duties of the Local Liquor Licensing Authority have been historically handled by the Town Board sitting as a quasi-judicial decision-making body; and

WHEREAS, the Town Board has considered the costs and benefits of delegating Local Liquor Licensing Authority duties to a lawyer who is familiar with the Liquor Code and the due process requirements of liquor licensing; and

WHEREAS, the Town Board has considered the qualifications of the Town's Associate Municipal Court Judge, Teresa Ablao, with respect to liquor licensing functions; and

WHEREAS, the Town Board finds that Ms. Ablao has considerable expertise and experience in liquor licensing, liquor enforcement and liquor procedure; and

WHEREAS, the Town Board has concluded that the delegation of Local Liquor Licensing Authority to Ms. Ablao will promote consistency, fairness and the timely administration of the Liquor Code within the Town; and

WHEREAS, the Town Attorney has worked closely with Ms. Ablao to arrive at a Professional Services Agreement, a copy of which is attached hereto and incorporated herein by this reference as if set forth fully; and

WHEREAS, the aforesaid Professional Services Agreement provides for the delegation of Local Liquor Licensing Authority functions to Ms. Ablao, and further provides for continuing administrative protocols for the benefit of the community; and

WHEREAS, by the terms of this Resolution, the Town Board desires to appoint Ms. Ablao to serve as the Town's Local Liquor Licensing Authority pursuant to the provisions of the Liquor Code and recent amendments to Chapter 6, Article I of the Windsor Municipal Code for a period of one year from the date of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF

WINDSOR, COLORADO, AS FOLLOWS:

1. Pursuant to the provisions of the Liquor Code, Teresa Ablao is hereby appointed as the Town of Windsor Local Liquor Licensing Authority for a period of one year from the date of this Resolution.

2. The attached Professional Services Agreement between Ms. Ablao and the Town is hereby approved for a one-year period.

3. The Mayor is hereby authorized to execute the attached Professional Services Agreement on behalf of the Town.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 10th day of June, 2013.

TOWN OF WINDSOR, COLORADO

By_____
John S. Vazquez, Mayor

ATTEST:

_____
Patti Garcia, Town Clerk

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 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 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. 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, and such special meetings of the Local Licensing Authority as may be necessary to assure orderly and effective administration of the Local Licensing Authority's duties;

(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 minimum 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:	*Copy to*:	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 P.O. Box 7142 Loveland, CO 80537

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:

_____
Patti Garcia, Town Clerk

5/15/13
_____
Teresa Ablao, Attorney at Law

TOWN OF WINDSOR
COLORADO

M E M O R A N D U M

Date: June 10, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Josh Olhava, Associate Planner
Subject: Public Hearing and Conditional Use Grant for Wireless Communications Facilities in accordance with Section 16-30-110 of the Municipal Code in the Single Family (SF-1) zoning district – Verizon Wireless (Quasi-judicial)
Location: 1680 Merlin Lane
Item #: C.4 & C.5

Background:

The applicant, Verizon Wireless, represented by Ms. Kelly Harrison of Closser Consulting LLC, is requesting a Conditional Use Grant (CUG) for telecommunications facilities at 1680 Merlin Lane in the Single Family (SF-1) zoning district. The proposal includes a new equipment shelter to be built to house equipment for the new antennas that will be co-located on the existing telecommunications tower.

During their May 2, 2013 regular meeting, the Planning Commission inquired if there would be landscaping or fencing used as screening from adjacent properties (see the enclosed minutes excerpt from the May 2, 2013 Planning Commission meeting). Staff noted that no additional landscaping was recommended and that in remote locations such as this, screening is not typically required. Using mapping software, staff identified that the closest undeveloped residential lot is approximately two-hundred fifty feet (250') to the south of the proposed site improvements. The closest existing residential structure is approximately six-hundred feet (600') southeast from the proposed site improvements.

The new proposed equipment shelter's dimensions are eleven feet – six inches (11'6") by twenty-six feet (26') and eleven feet – two inches (11'2") high. Additional site improvements can be seen in the enclosed PowerPoint slides. Access to Merlin Lane is shared with the existing oil & gas site to the north and between three (3) and four (4) other property owners in the vicinity. The new equipment shelter is comparable in size to the existing structure and will be built using earth tone colors (see the enclosed staff PowerPoint for photos of similar structures).

Conformance with Comprehensive Plan: The proposed use is consistent with Land Use Goals and Policies of the Comprehensive Plan:

Conformance with Vision 2025: The proposed application is consistent with the "Infrastructure" and "Economic" elements of the Vision 2025 document.

Recommendation: At their May 2, 2013 regular meeting, the Planning Commission forwarded a recommendation of approval of the Conditional Use Grant to the Town Board, subject to the following conditions being met, and staff concurs with this recommendation:

1. Prior to issuance of a building permit for the modular structure, applicant shall submit evidence of legal right of access to the subject site.

2. A building permit is required for any structures.

3. A tracking pad shall be installed and maintained to prevent tracking on Merlin Lane or other Town roads. The applicant shall contact the Town Engineering Department for tracking pad specifications, inspection and approval.

Notification: April 17, 2013 – Conditional Use Grant Signs Posted on the property
May 20, 2013 – Affidavit of Mailing to property owners within 100 feet
May 24, 2013 – Public Hearing Legal Ad Published

Enclosures: Application materials
Authorization letter
Excerpt from May 2, 2013 Planning Commission Minutes (pgs. 4 & 5)
Staff PowerPoint

pc: Verizon Wireless, applicant
Kelly Harrison, Closser Consulting LLC., applicant's representative

FEE (Non Refundable): $100.00

APPLICATION FOR CONDITIONAL USE

TOWN OF WINDSOR **Office: (970) 674-2415**
301 WALNUT STREET **Fax: (970) 674-2456**
WINDSOR, CO 80550 **www.windsorgov.com**

TOWN OF WINDSOR

For office use only:	
DATE:	BY:
Project ID #:	
Zoning:	

TO BE COMPLETED BY APPLICANT: (Type or print in black ink)

Street Address*: 1680 Merlin Lane, Windsor Co. Lot: 1 Block: 1

Subdivision: Hilltop Sub. 1st Filing (0807290000045)

*****Conditional Use Grant approval is only valid for the applicant(s) who receive the original approval and is not transferable to subsequent occupants of the property.*****

*Describe the non conforming use or home occupation. Include activity description, average number of clients, need for parking, hours of operation, size of area to be used, justification of continuance of non conforming use and result of any communication with neighbors. (use back or additional sheets if necessary)

(continue on back)

Windsor Municipal Code Chapter 16 Article VII and Article XXXI http://www.colocode.com/windsor.html

- Legible, accurate drawings (drawn to an appropriate scale, which cannot be smaller than 1"=30') and specifications necessary for the property consideration of this grant shall be submitted with this application.
- The Planning Department shall provide the proponent with a form of written notice which shall contain the description of the land use proposal in question; the location of the land which is the subject of the hearings; the date, time and location of the hearings; and a recital that public comment will be taken at the public hearing.
- The Planning Department shall provide the proponent with a listing of all property owners within 100' of the subject property.
- No less than ten (10) days prior to the date of any public hearing the applicant shall send such notice by first-class mail, postage prepaid, to all the listing provided by the Planning Department.

*Present use of land: Former Radio tower + oil + gas use Size: 10 Acres

*Present use of structure: Size:

*Proposed use of land: Size:

*Proposed use of structure: Size:

If granted this conditional use grant, I/We the undersigned, agree to comply with the Code of the Town of Windsor, Colorado and any other stipulations as determined by the Town Board. I hereby depose and state under penalties of perjury that all statements and proposal submitted within this application are true and correct to the best of my knowledge.

Submitted this 19th **day of** March, 20 13

Kelly Harrison
Applicant (please print)

Mauna Towers LLC / Vic Michael
Property Owner* (please print)

Applicant's Signature

See attached LOA
Property Owner's Signature*

303-748-0599 303-561-2881
Phone (daytime) **Fax**

970-774-9191 N/A
Phone* (daytime) **Fax***

Kharrison@gmail.com
Email (If you do not have a email provide a mailing address)

vicmichael1@gmail.com
Email* (If you do not have a email provide a mailing address)

Applicant's Representative (if any) Name

Phone Fax Email

***NOTARY:** (all signatures) Subscribed before me this 19TH day of MARCH, 20 13

By: KELLY HARRISON
Print name of property owner(s) and applicant(s)

Notary Public Signature

3-13-2016
My commission expires

PAUL B. BUSTAMANTE NOTARY PUBLIC STATE OF COLORADO (SEAL)

My Commission Expires: 03/13/2016

CLOSSER CONSULTING, LLC

REPRESENTING

VERIZON WIRELESS

LETTER OF AUTHORIZATION

I, Victor A. Michael, Jr.,Owner and Sole Member of Mauna Towers LLC, representative of the below described property, do hereby authorize Kelly Harrison of Closser Consulting, as agent for Verizon Wireless, to submit any zoning or building permit applications necessary to ensure Verizon Wireless' ability to use the property for the purpose of constructing and operating a telecommunications facility.

PROPERTY LEGAL: WIN 1HT1-1 Lot1 Blk1 Hilltop Sub. 1st Filing

PARCEL NUMBER: 080729000045

Signature of Property Representative: _____

Printed Name: Victor A. Michael, Jr.

Title: Sole Member – Mauna Towers, LLC

2. Alley requirements and improvements shall be implemented as follows:

   a. Applicant shall dedicate a public use perpetual non-exclusive alleyway easement for public access purposes within six (6) months of approval. The alley easement is expected to be 15' wide along the southerly end of Burlington Subdivision Lot 17. The general alignment of the existing alley is not proposed to be changed. The easement is only being dedicated to encompass the existing alley alignment.

   b. Applicant shall pave the alley along the length of Burlington Subdivision Lot 17 using concrete pavement in accordance with Town of Windsor Design Criteria and Construction Specifications by October 31, 2014. A grading plan and proposed pavement section and schedule shall be provided to the Town of Windsor Engineering Department for approval prior to commencing work. Approval of the grading plan shall be conditioned upon sufficient evidence of insurance and indemnification for the Town's benefit.

3. Existing landscaping shall be maintained, with any dead or dying planting materials being replaced within thirty (30) days of Town Board approval. The applicant shall contact the Town Forester to complete an inspection after completion.

Mr. Ehrlich commented this property has come before the Commission several times, asking if this proposal is contingent upon a timeline for completion. Mr. Schick agreed, asking the applicant if the conditions of approval were agreeable to them. Mr. Henderson and Mr. Stewart answered they are in agreement with the conditions. Mr. Thompson echoed the concerns of the Commissioners suggesting the applicant develop a timeline and project plan before addressing the Town Board as the Board will also have concerns regarding the number of times this project has come before them. The applicants indicated they will take that under consideration, and thanked the Commission and Mr. Thompson for their input.

Mr. Ehrlich moved to forward a recommendation of approval of the Conditional Use Grant based upon the aforementioned conditions being met. Mr. Frank seconded the motion. Roll call on the vote resulted as follows: Yeas – Gale Schick, Paul Ehrlich, Robert Frank, Victor Tallon, Steve Scheffel, David Cox, Wayne Frelund; Nays – None. Motion carried.

4. Public Hearing – Conditional Use Grant for Wireless Communications Facilities in accordance with Section 16-30-110 of the Municipal Code – 1680 Merlin Lane – Verizon Wireless, applicant/Kelly Harrison, Closser Consulting, LLC, applicant's representative – J. Olhava

Mr. Olhava reported the applicant, Verizon Wireless, represented by Ms. Kelly Harrison of Closser Consulting LLC, is requesting a Conditional Use Grant (CUG) for telecommunications facilities at 1680 Merlin Lane. The proposal includes a new structure to be built to house equipment for the new antennas that will be co-located on the existing telecommunications tower. He added the new equipment shelter is comparable in size to the existing structure and will be built using earth tone colors. The proposed dimensions are eleven feet – six inches (11'6") by twenty-six feet (26') and eleven feet – two inches (11'2") high. (He also explained additional site improvements were included in the packet materials for reference.) Mr. Olhava noted access to Merlin Lane is shared with the existing oil & gas site to the north and between three (3) and four (4) other property owners in the vicinity.

Mr. Tallon moved to close the public hearing. Mr. Frank seconded the motion. Roll call on the vote resulted as follows: Yeas – Gale Schick, Paul Ehrlich, Robert Frank, Victor Tallon, Steve Scheffel, David Cox, Wayne Frelund; Nays – None. Motion carried.

5. Recommendation to Town Board – Conditional Use Grant for Wireless Communications Facilities in accordance with Section 16-30-110 of the Municipal Code – 1680 Merlin Lane – Verizon Wireless, applicant/Kelly Harrison, Closser Consulting, LLC, applicant's representative – J. Olhava

Mr. Olhava stated staff recommends that the Planning Commission forward a recommendation of approval of the conditional use grant to the Town Board, subject to the following conditions:

1. Prior to issuance of a building permit for the modular structure, applicant shall submit evidence of legal right of access to the subject site.
2. A building permit is required for any structures.
3. A tracking pad shall be installed to prevent tracking on Merlin Lane or other Town roads. The applicant shall contact the Town Engineering Department for tracking pad specifications, inspection and approval.

Mr. Cox inquired if there would be fencing / landscaping to serve as screening around the perimeter of the property. Mr. Olhava noted no comments requesting such were received from staff during the review process. Mr. Ballstadt added that in remote locations such as this screening is not typically required.

Mr. Ehrlich suggested an amendment to condition #3, to read "A tracking pad shall be installed **and maintained** to prevent tracking on Merlin Lane or other Town roads. The applicant shall contact the Town Engineering Department for tracking pad specifications, inspection and approval." The applicant commented that the addition would be acceptable.

Mr. Ehrlich moved to forward a recommendation of approval of the Conditional Use Grant based upon the aforementioned amended conditions being met. Mr. Frank seconded the motion. Roll call on the vote resulted as follows: Yeas – Gale Schick, Paul Ehrlich, Robert Frank, Victor Tallon, Steve Scheffel, David Cox, Wayne Frelund; Nays – None. Motion carried.

D. COMMUNICATIONS

1. Communications from the Planning Commission

Mr. Schick thanked Mr. Thompson for his suggestions regarding the Conditional Use Grant application at 217 Second Street, noting his ideas will help the applicant significantly.

2. Communications from the Town Board liaison

Mr. Thompson reported the Highland Meadows Eleventh Filing Resolution was approved by the Town Board. He also reported approval of the International Building Code is under continuing discussion by the Board with specific concern relating to ground water and test hole drilling. He noted another Work Session will be held to discuss this issue before it returns to the Town Board Agenda for second reading.

3. Communications from the staff

CONDITIONAL USE GRANT
TELECOMMUNICATIONS SITE IMPROVEMENTS

VERIZON WIRELESS
1680 MERLIN LANE

Josh Olhava, Associate Planner
June 10, 2013

Town Board

Item C.4.C.5

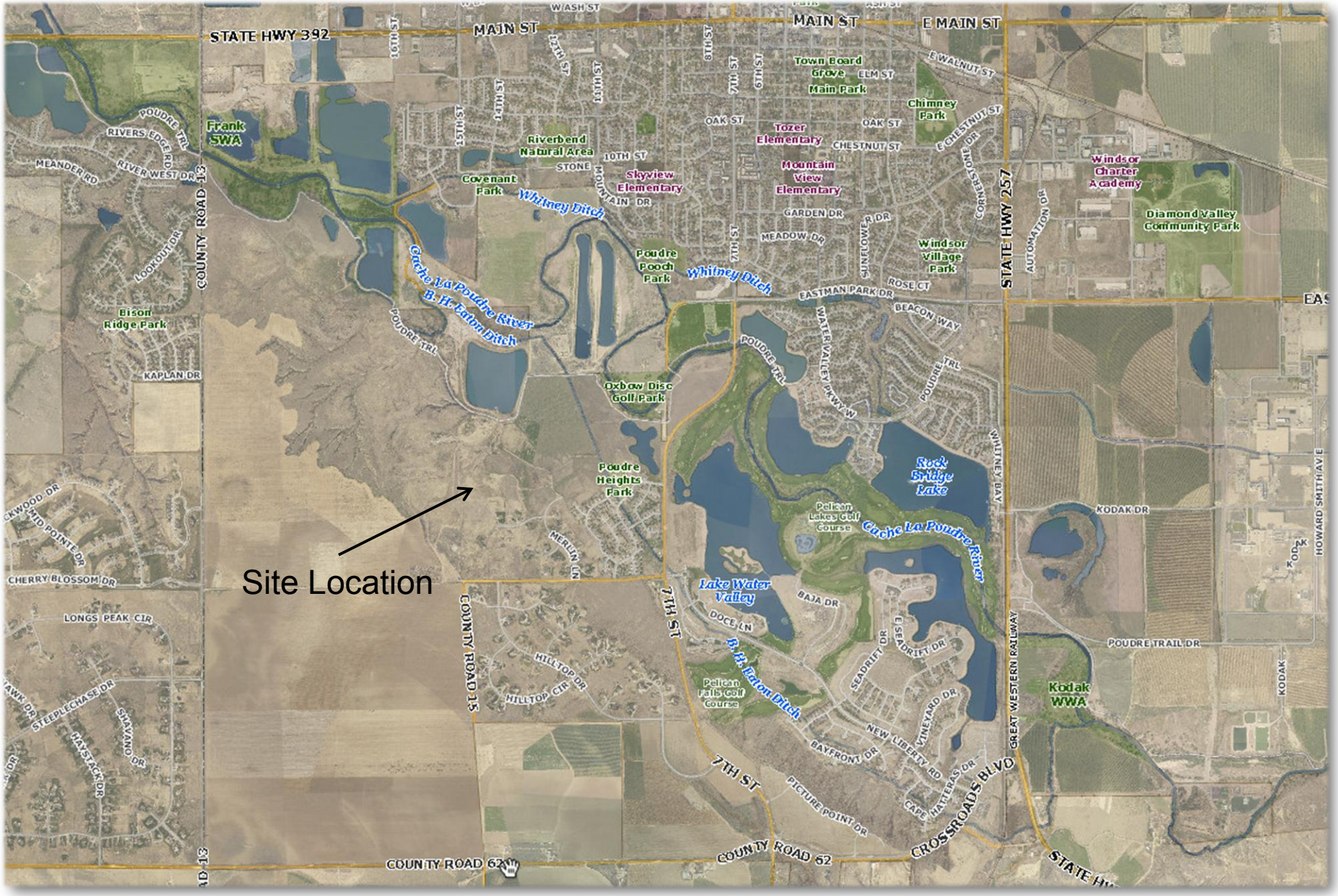
CONDITIONAL USE GRANT

Article VII of Chapter 16 of the Municipal Code outlines the intent of the Conditional Use Grant process, including:

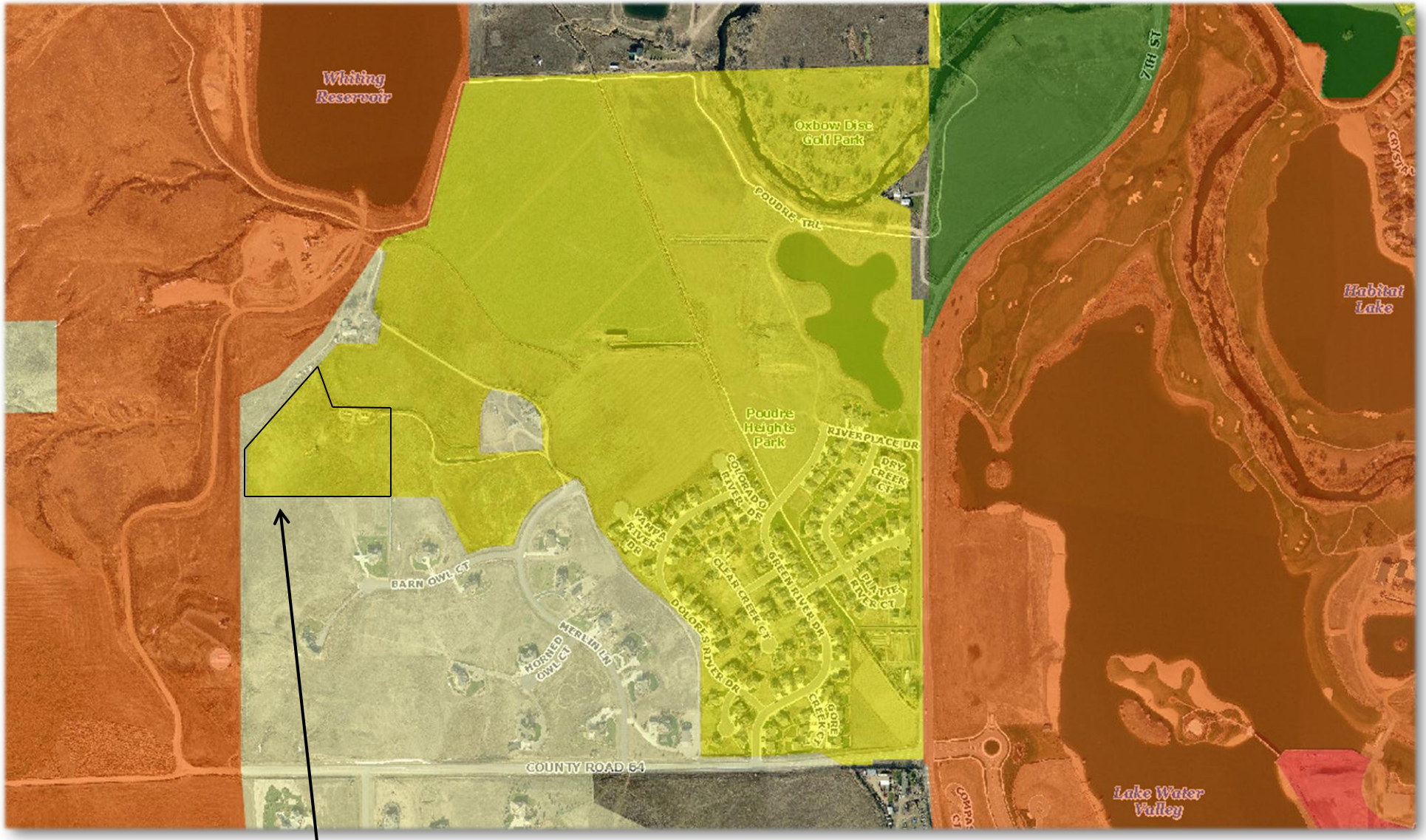
Sec. 16-7-10. Intent of conditional use grants.

"The conditional use classification is intended to allow consideration of uses which are unique in nature or character and, except as otherwise specifically provided in this Chapter, not specifically included as uses by right in any specific zoning districts. It is the specific intent of this Article, except as otherwise specifically provided in this Chapter, to prohibit the granting of conditional uses in any zone when such use is allowed as a use by right in any other zone."

SITE VICINITY MAP



SITE PROXIMITY ZONING MAP



Site Location – Zoned Single Family Residential (SF-1)

AERIAL IMAGE

SITE PHOTOS

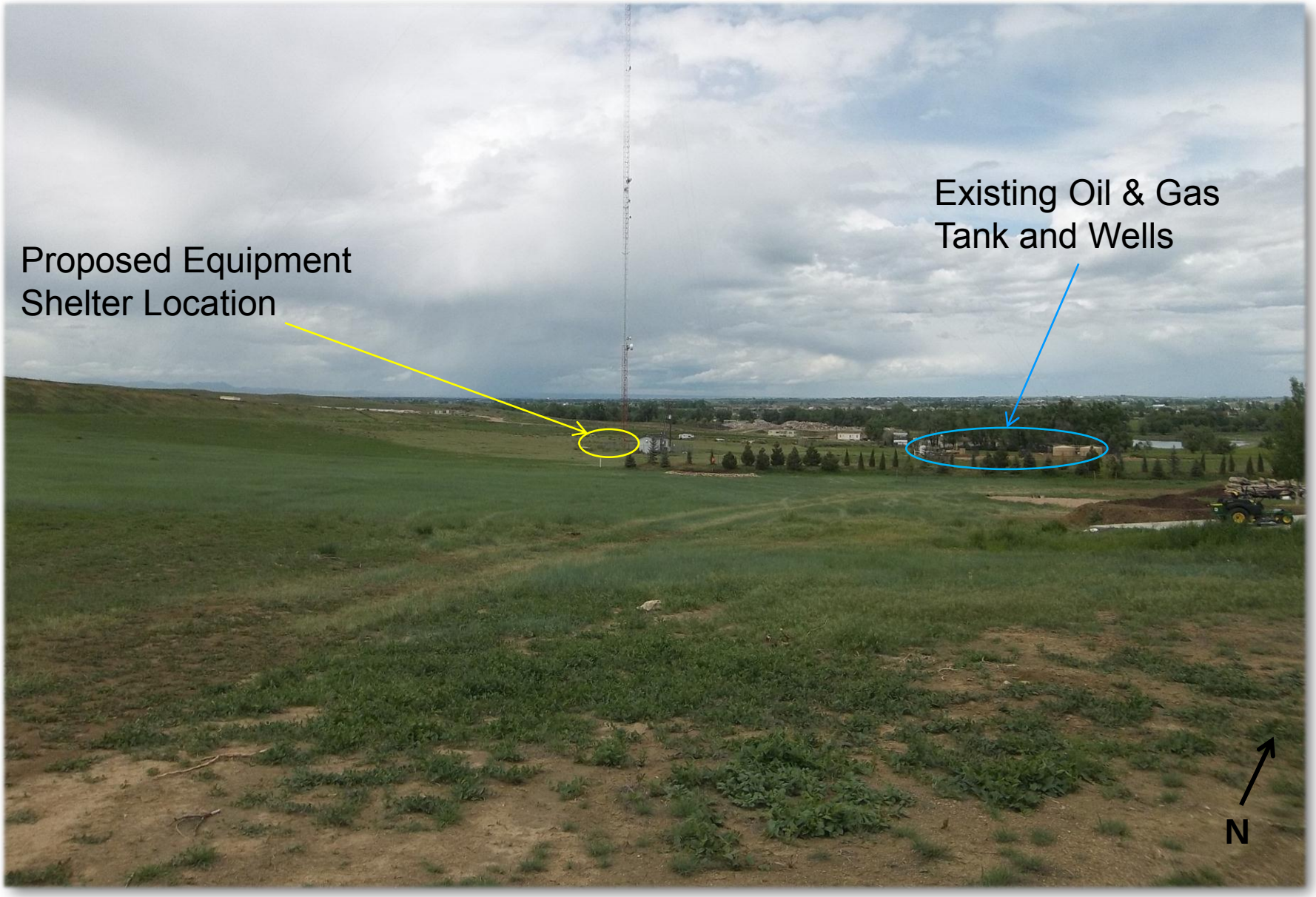


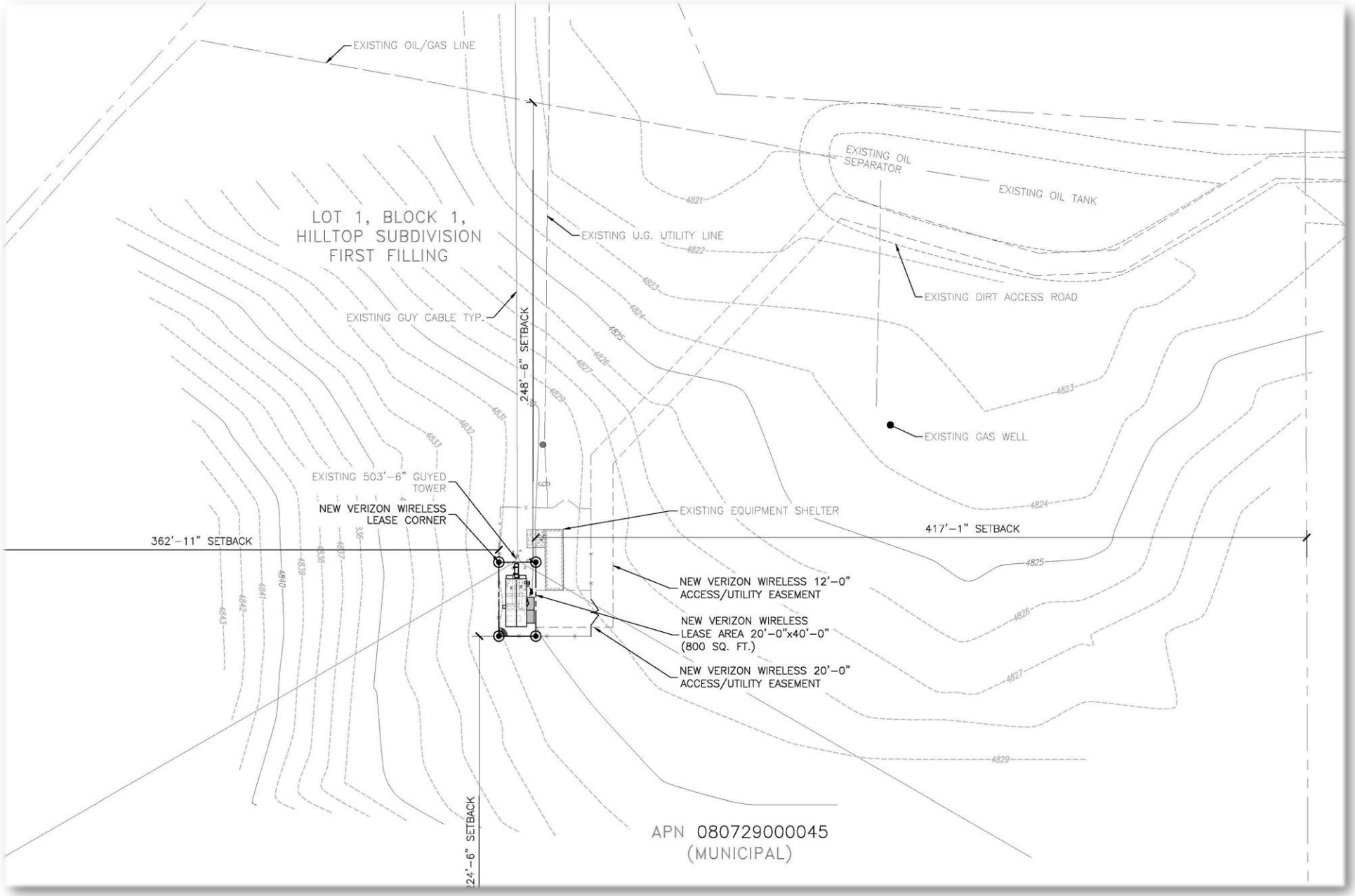
Image looking approximately north from adjacent Hilltop Estates Subdivision

SITE PHOTOS

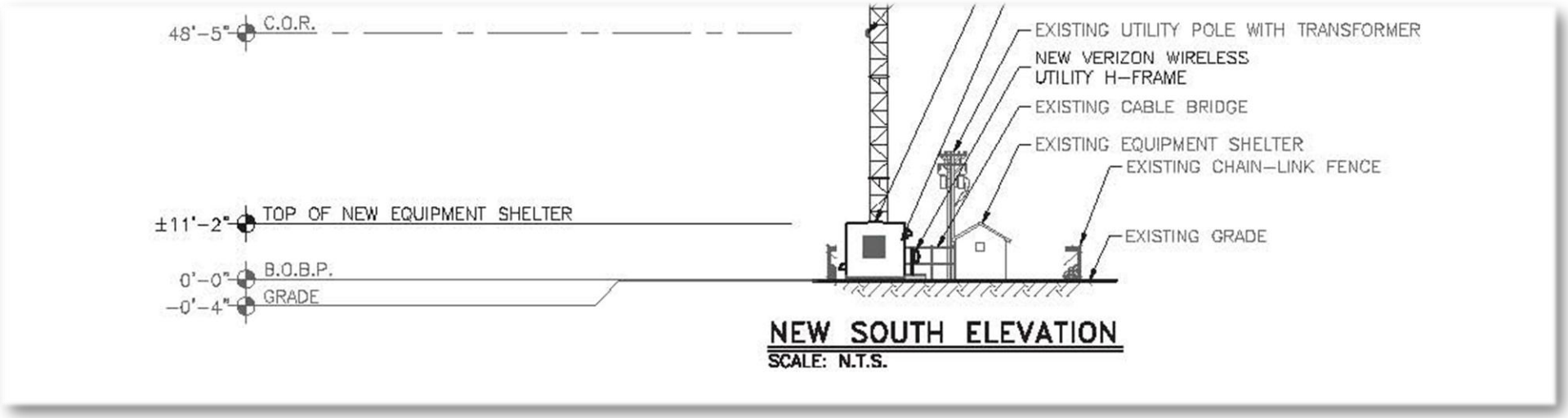
Image looking approximately south towards adjacent Hilltop Estates Subdivision

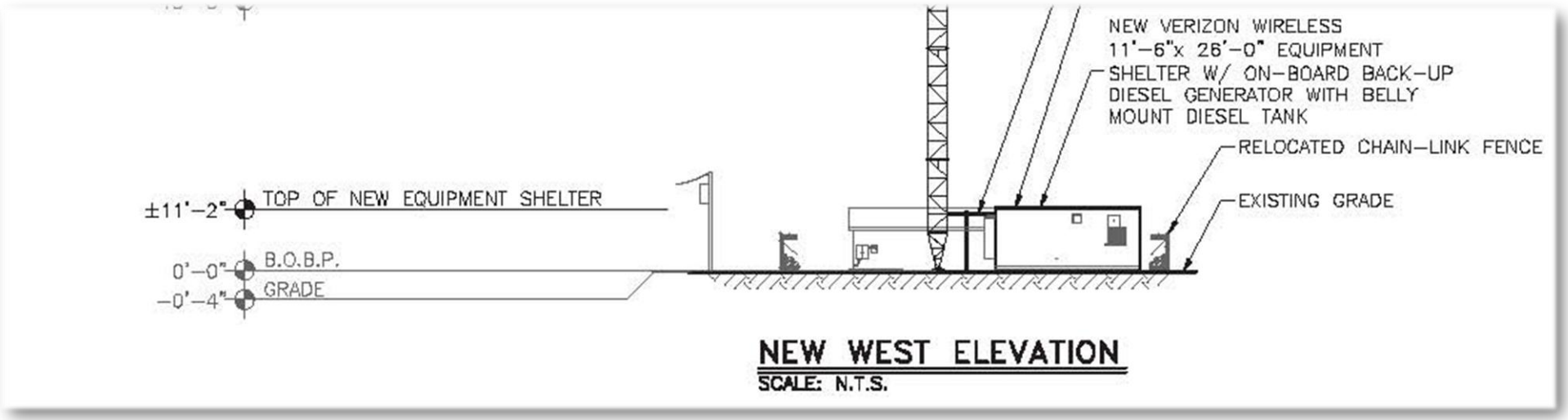
SITE PHOTOS

SITE PLAN


EXISTING OIL/GAS LINE
EXISTING OIL SEPARATOR
EXISTING OIL TANK
LOT 1, BLOCK 1,
HILLTOP SUBDIVISION
FIRST FILLING
EXISTING U.G. UTILITY LINE
EXISTING DIRT ACCESS ROAD
EXISTING GUY CABLE TYP.
248'-6" SETBACK
EXISTING GAS WELL
EXISTING 503'-6" GUYED TOWER
NEW VERIZON WIRELESS LEASE CORNER
EXISTING EQUIPMENT SHELTER
362'-11" SETBACK
417'-1" SETBACK
NEW VERIZON WIRELESS 12'-0" ACCESS/UTILITY EASEMENT
NEW VERIZON WIRELESS LEASE AREA 20'-0"x40'-0" (800 SQ. FT.)
NEW VERIZON WIRELESS 20'-0" ACCESS/UTILITY EASEMENT
24'-6" SETBACK
APN 080729000045
(MUNICIPAL)

SITE ELEVATIONS





Examples of Proposed Equipment Shelter

RECOMMENDATION

This application is consistent with **Sections 16-30-30 & 16-30-100** of the Municipal Code

Section 16-30-30 outlines the general requirements, location and design criteria for Telecommunication Facilities.

Section 16-30-100 encourages the Co-location of such facilities.

RECOMMENDATION

At their May 2, 2013 regular meeting, the Planning Commission forwarded a recommendation of approval of the Conditional Use Grant to the Town Board, subject to the following conditions being met, and staff concurs with this recommendation:

1. Prior to issuance of a building permit for the modular structure, applicant shall submit evidence of legal right of access to the subject site.

2. A building permit is required for any structures.

3. A tracking pad shall be installed and maintained to prevent tracking on Merlin Lane or other Town roads. The applicant shall contact the Town Engineering Department for tracking pad specifications, inspection and approval.

CONDITIONAL USE GRANT REQUEST

Staff requests that the following be entered into the record:

- Application and supplemental materials
- Staff memorandum and supporting documents
- Recommendation
- All testimony presented during the public hearing

M E M O R A N D U M

Date: June 10, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Brett Walker, Associate Planner
Subject: Public Hearing and Recommendation to Town Board – Conditional Use Grant for oil and gas well facilities to be located in the Residential Mixed Use (RMU) zoning district – Water Valley West Subdivision, Lot 5 (Raindance FD Pad Site)
Location: Approximately one (1) mile south of State Hwy 392, one (1) mile east of Weld County Road 13, and one (1) mile north of Weld County Road 64 (New Liberty Road).
Item #s: C.6 and C.7

Summary

The applicant, Great Western Operating Company, LLC, is requesting conditional use grant approval to drill ten (10) oil and gas wells on Water Valley West Subdivision, Lot 5 (Raindance FD Pad Site). The applicant has obtained permits for the wells from the Colorado Oil and Gas Conservation Commission (COGCC).

A neighborhood meeting was held on Wednesday, March 20, 2013. Attendance was limited to Great Western staff, consultants, surface owners/lessors, and Town staff. No presentation was shown, as no one in attendance had any questions.

This CUG application was presented to the Windsor Planning Commission on June 6, 2013. The Planning Commission had the following concerns:

1. Noise impacts during the well drilling and completion period;
2. Traffic control and safety at the Poudre Trail crossing;
3. Ongoing maintenance of the Poudre Trail due to trail damage caused by oil and gas related truck traffic.

Condition of Approval 3.d was modified by the Planning Commission to the following:

3.(d). *Repair and upgrade of access road and trail crossings shall be addressed prior to commencement of drilling activities. All necessary upgrades and maintenance of access road and Poudre Trail shall be approved by the Town prior to commencement of drilling activities.*

Subsequent to the Planning Commission meeting, Planning Department is recommending changes to Condition of Approval 4(b). Condition of Approval 4(b) was presented to the Planning Commission as:

Applicant/operator shall improve the approach on both sides of the trail to prevent rocks on the trail due to truck traffic. The existing truck traffic has damaged the trail and future crossings will likely create further damage. Therefore, the applicant/operator shall repair the trail at the approved crossing location.

For clarification purposes, the Planning Department is recommending that Condition of Approval 4(b) be changed to the following:

Applicant/operator shall improve the approach on both sides of the trail to prevent rocks on the trail due to truck traffic. Such improvements shall be reviewed, inspected and approved by the Engineering and Park, Recreation and Culture departments prior to commencement of drilling activities. All damage to the trail caused by truck traffic shall be repaired to the Town's trail standards within 30 days of Town notification to the applicant/operator.

Conformance with Comprehensive Plan:

Colorado statutes protect the rights of mineral owners to develop such minerals and the setback requirements for oil and gas wells and facilities as well as the proposed conditions of approval are intended to help mitigate the impacts to the surrounding properties. The proposed gas wells are located over three hundred (300) feet from the top of bank of the Poudre River.

Conformance with Vision 2025:

The proposed use is consistent with the economic vitality Goal 5 (Establish alternate sources of Town revenue) of the Vision 2025 document.

Discussion:

Section 16-7-10 of the Municipal Code outlines the intent of conditional use grants as follows: "The conditional use classification is intended to allow consideration of uses such as oil and gas wells, small group living facilities, etc., which are unique in nature and character, although not specifically included as uses by right in any specific zoning districts. Such types of uses may be appropriate to allow under the conditional uses section of specific zoning districts with conditions upon approval by the Town Board subsequent to a recommendation from the Planning Commission."

In accordance with Section 16-7-60(a) of the Windsor Municipal Code, "Oil and gas facilities, as defined in this Chapter, shall be permitted as a conditional use in all zoning districts." The subject site is zoned Residential Mixed Use (RMU).

In accordance with Section 16-7-60(b) of the Code, "Oil and gas facilities as conditional uses shall be subject to approval by the Town Board of the conditions hereinafter specifically set forth in lieu of those conditions applicable to conditional uses generally, as set forth in Section 16-7-50 of this Article." The following is a listing of the criteria for conditional use grants for oil and gas facilities contained in Section 16-7-60 and the information received with the application.

According to Section 16-7-60(c), based upon specific site characteristics, which shall include but shall not be limited to: nature and proximity of adjacent development; prevailing weather patterns, including wind direction; vegetative cover on or adjacent to the site; and topography of the site, the Town Board may, as a condition of approval of any conditional use grant, require any or all of the following methods to mitigate adverse impacts on surrounding properties:

(1) Visual requirements. To the maximum extent practical, abatement of negative visual impacts of oil and gas facilities shall be addressed through one (1) or more of the following methods:

a. **Use structures of minimal size to satisfy present and future functional requirements.** The applicant shall comply with this section of the Code in order to mitigate visual impacts.

The applicant is proposing to utilize up to ten (10) three-phase separators, four (4) emission control devices, ten (10) oil tanks, and two (2) water tanks. The applicant is proposing to use storage tanks that are low-profile, with a maximum height of nine and one-half (9.5) feet. The zoning on the site is Residential Mixed Use (RMU). Tanks and separators will be painted in uniform, non-reflective, earth tone colors. A berm will be constructed around the oil and water tanks to hold 110 percent of the capacity of the largest tank located within the berm.

b. **The facilities shall be kept clean and otherwise properly maintained.** The applicant shall comply with this section of the Code in order to mitigate visual impacts.

The application materials state that the mud and cuttings will be trucked offsite to an approved site per COGCC regulations.

According to the applicant, the site will be maintained to prevent the accumulation of trash and noxious weeds. All weeds will be prevented from growing or will be removed from the tank battery site, access road and wellhead pad. Weed spraying by a licensed applicator will be conducted annually, and any fugitive weeds will be removed manually.

Additionally, the applicant shall clean up all gravel, mud, dirt etc. that is on the streets due to the oil and gas well vehicles driving between the street and the unpaved drive within 48 hours in accordance with Section 7-2-30 of the Municipal Code which pertains to littering and states that: “No person shall throw, deposit, scatter or leave upon any sidewalk, alley, street or other public place or on any private property any loose paper, rags, rubbish, waste materials, refuse, garbage, trash, debris or any other foreign substances, nor shall any person owning or occupying any lot of ground allow or permit any such material which may be liable to be blown or scattered by the wind or otherwise to remain upon such lot or grounds.”

c. **Construction of buildings or other enclosures may be required where facilities create visual impacts that cannot be mitigated because of proximity, density and/or intensity of adjacent residential land use.** The subject property is zoned Residential Mixed Use (RMU) and is currently undeveloped land. The applicant has a surface use agreement with the property owner to minimize impacts of surface activities. The application materials state that an earth berm will be constructed around the oil and water tanks with a capacity that will contain 110% of the largest tank located within the berm.

(2) **Landscape requirements. Groundcover, shrubs and trees shall be established and maintained in order to adequately buffer the facility.** The subject property is zoned Residential Mixed Use (RMU). The site is currently undeveloped. The proposed drilling pad is located approximately seventy-five (75) north of the Poudre Trail. The proposed wells, which are located on the drilling pad, are located approximately three hundred-twenty (320) feet north of the Poudre Trail. The edge of the drilling pad is located approximately two hundred-fifteen (215) feet south of the Eaton Ditch and five hundred (500) feet south of the main channel of the Poudre River. Additionally, the proposed gas wells are located over

three hundred (300) feet from the top of bank of the Poudre River. Given the proximity to the Poudre Trail, the following condition of approval is recommended:

Given the close proximity to the Poudre Trail, the Drilling and Site Improvement Plans shall depict proposed long-term screening materials, including landscaping, earth berms, and other screening methods to mitigate visual impacts.

According to the applicant, the site will be maintained to prevent the accumulation of trash and noxious weeds. All weeds will be prevented from growing or will be removed from the tank battery site, access road and wellhead pad. Weed spraying by a licensed applicator will be conducted annually, and any fugitive weeds will be removed manually.

(3) Floodplain requirements. The oil and gas facilities shall comply with all applicable federal, state and local laws and regulations when located in a floodway or a one-hundred-year floodplain area. All equipment at oil and gas facilities located within a one-hundred-year floodplain area shall be anchored as necessary to prevent flotation, lateral movement or collapse or shall be surrounded by a berm with a top elevation at least one (1) foot above the level of a one-hundred-year flood. Any activity or equipment at any oil and gas facility within a one-hundred-year floodplain shall comply with the Federal Emergency Management Act and shall not endanger the eligibility of residents of the Town to obtain federal flood insurance. The subject property is not located in a floodplain or floodway.

Notification:

March 20, 2013 neighborhood meeting:

- February 25, 2013 - notification letters mailed to the adjacent property owners
- March 8, 2013 - notice published in the Windsor Beacon
- March 10, 2013 - notice published in the Windsor Now

June 6, 2013 and June 10, 2013 public hearings:

- May 17, 2013 - legal notice for Planning Commission and Town Board public hearings posted on the Town of Windsor website
- May 15, 2013 - Property posted with a notification sign
- May 15, 2013 - legal ad for Planning Commission and Town Board public hearings published in the Windsor Beacon
- May 3, 2013 - letters for Planning Commission and Town Board public hearings mailed to the adjacent property owners

Recommendation: At the June 6, 2013 Planning Commission meeting, the Planning Commission voted to recommend approval of the Conditional Use Grant to the Town Board, subject to the following conditions, and staff concurs with this recommendation (Please note that these conditions also reflect the changes that staff recommends on pages 1 and 2 of this memo).

1. Prior to the commencement of drilling, the applicant shall submit comprehensive "Drilling and Site Improvement Plans" for review and approval by the Town. Such plans shall address initial drilling activities, initial installation of site improvements and details, and

on-going perpetual maintenance of the subject site including, but not limited to, the following:

a. Site access plan. The Drilling and Site Improvement Plans and supplemental information shall address site access points and haul routes for review and approval.

b. Public street clean-up and tracking prevention. The Drilling and Site Improvement Plans and supplemental information shall include a tracking pad for review and approval.

c. Site grading. The Drilling and Site Improvement Plans and supplemental information shall address site grading, including any earth berms for emergency containment.

d. Site lighting. The Drilling and Site Improvement Plans and supplemental information shall include details regarding site lighting fixtures and locations. Security and other site lighting shall utilize full cutoff light fixtures to mitigate light pollution.

e. Temporary screening. The applicant shall install a buffer to screen the initial drilling activities and installation of site improvements from surrounding neighborhoods, trails, and streets. The temporary buffer shall include hay bales to enclose the drilling operations to provide noise mitigation.

f. Permanent screening. Given the close proximity to the Poudre Trail, the Drilling and Site Improvement Plans shall depict proposed long-term screening materials, including landscaping, earth berms, and other screening methods to mitigate visual impacts.

g. Fencing. The Drilling and Site Improvement Plans shall depict fencing of the perimeter of the site. Fencing materials shall be reviewed for approval by the Town based upon the character of the surrounding neighborhood.

h. Oil and gas equipment.

   (1) The applicant shall utilize electric motors in order to mitigate the noise impacts to the neighboring properties.
   (2) The applicant shall ensure that the wells and tanks are of the minimum size required to satisfy present and future functional requirements to mitigate visual impacts.
   (3) Low profile tanks shall be utilized and shall be installed in the least visible manner possible.
   (4) All tanks and equipment shall be painted to blend-in with the surrounding landscape.

i. Air quality.

   (1) The applicant shall participate in any required Environmental Protection Agency (EPA) air quality monitoring and/or testing by allowing EPA to install equipment on site for said monitoring and testing.
   (2) The applicant shall install and operate an emissions control device (ECD) capable of reducing Volatile Organic Compound (VOC) emissions on the subject oil and gas equipment in accordance with Colorado Oil and Gas Conservation

Commission (COGCC) and/or the Colorado Department of Public Health and Environment (CDPHE) rules and regulations.

(3) The applicant shall submit to the Town copies of all air emissions reporting as required by the COGCC and/or the CDPHE's Air Pollution Control Division.

j. Water quality.

(1) The applicant shall ensure that any hydrocarbon discharges from the site comply with all state and federal water quality requirements.
(2) The applicant shall participate in the Colorado Oil and Gas Association (COGA) Baseline Groundwater Quality Sampling Program utilizing independent third party sampling and laboratories and shall provide to the Town test results obtained before and after drilling operations.

k. Emergency containment. The secondary containment berm surrounding all storage vessels shall be designed and constructed to contain a minimum of 110% of the volume of the largest vessel located within the containment area or to State of Colorado standards, whichever requirements are more stringent.

l. Waste disposal. The applicant shall submit to the Town copies of all waste management reports as required by the COGCC and/or the CDPHE rules and regulations.

m. The following certification blocks shall be included on the Drilling and Site Improvement Plans:

(1) A signed owner's acknowledgement certification block.
(2) A signed drilling operator's acknowledgement certification block.

n. The following notes shall be included on the Drilling and Site Improvement Plans:

(1) The applicant shall comply with all rules and regulations of the Colorado Oil and Gas Conservation Commission (COGCC).
(2) The applicant shall comply with all rules and regulations of the Colorado Department of Public Health and Environment (CDPHE).
(3) The applicant shall maintain on-going compliance with all conditions of the Town and Windsor-Severance Fire Rescue.
(4) The facilities shall be kept clean and otherwise properly maintained at all times.
(5) The existing access may be utilized for oil and gas well activities. This access point is temporary and will be required to be removed at such time that permanent access is available in the future.

2. The applicant shall address and comply with the conditions of Windsor-Severance Fire Rescue.

3. The applicant shall address and comply with the comments and conditions of the Town of Windsor Engineering Department.

a. The drilling pad shall not be situated in the sixty (60) foot right of way.
b. Cut over the Town's waterline, as shown on the submitted *Production Facility Layout*, is not acceptable. Drilling pad cut/fill areas shall be altered accordingly.

c. All right of ways and easements shall be shown on the Drilling and Site Improvement Plan.
d. Repair and upgrade of access road and trail crossings shall be addressed prior to commencement of drilling activities. All necessary upgrades and maintenance of access road and Poudre Trail shall be approved by the Town prior to commencement of drilling activities.
e. Drilling pad location shall not be situated on top of the Town's 20" diameter waterline.
f. Any crossing of the waterline shall be in a defined location and shall be engineered for truck/equipment weight loads crossing the waterline. The Town shall approve waterline crossing locations prior to commencement of drilling activities.
g. A perpetual road maintenance plan shall be submitted to the Town for approval. Drilling operations shall not commence until the Town has approved a perpetual road maintenance plan.
h. All truck traffic shall follow the existing gravel pit haul route, which is accessed off Weld County Road 13.

4. The applicant shall address and comply with the comments and conditions of the Town of Windsor Parks, Recreation and Culture Department.
    a. Applicant/operator shall ensure safe/unobstructed passage of trail users and maintain space for trail maintenance operations, a minimum of ten (10) feet from edge of concrete.
    b. Applicant/operator shall improve the approach on both sides of the trail to prevent rocks on the trail due to truck traffic. Such improvements shall be reviewed, inspected and approved by the Engineering and Park, Recreation and Culture departments prior to commencement of drilling activities. All damage to the trail caused by truck traffic shall be repaired to the Town's trail standards within 30 days of Town notification to the applicant/operator.

Enclosures: PowerPoint slides, application materials, Engineering Department and Parks, Recreation, and Culture Department comments

pc: Shannon Hartnett, Great Western Operating Company, LLC
Martin Lind, property owner, Raindance Aquatic Investments LLC
Pat McMeekin, property owner's representative

FEE (Non Refundable): $100.00

APPLICATION FOR CONDITIONAL USE:
OIL & GAS FACILITIES and MINERAL EXTRACTION

For office use only:
DATE: 2-13-13 By:
Project ID #: 2004_00015_0012
Zoning: Rmu

TOWN OF WINDSOR
301 WALNUT STREET
WINDSOR, CO 80550

Office: (970) 674-2415
Fax: (970) 674-2456
www.windsorgov.com

Revised 8/15/11

TO BE COMPLETED BY APPLICANT: (Type or print in black ink)

Location of project*: Water Valley West Sub Lot 5

+++ If approved the Conditional Use Grant will be effective on the property regardless of transfer of ownership +++

Windsor Municipal Code: Chap. 16 Article VII & XXXI, and Chap. 15 Article III www.colocode.com/windsor.html

- Legible, accurate drawings (drawn to an appropriate scale, which cannot be smaller than 1"=30') and specifications necessary for the property consideration of this grant shall be submitted with this application. Use back or additional sheets if necessary.
- A neighborhood meeting is required. Please see the attached neighborhood meeting requirements
- The Planning Department shall provide the applicant with an example letter which shall contain the description of the land use proposal in question; the location of the land which is the subject of the hearing; the date, time and location of the hearing; a recital that public comment will be taken at the hearing; and a listing of all property owners within 500 feet of the subject property.
- No less than ten (10) days prior to the date of the neighborhood meeting the applicant shall send such notices by first-class mail, postage prepaid, to all property owners on the listing provided by the Planning Department
- No less than ten (10) days prior to the date of the public hearing the applicant shall send such notices by first-class mail, postage prepaid, to all property owners on the listing provided by the Planning Department.

State Permit Number*: 400339866 Type of wells or facilities proposed*: Oil & Gas
Number of wells proposed*: Ten wells Total land area to be used*: 6.6 acres initially
Present use of land*: Mixed use/Recreational Rmu Present zoning of land*: Mixed Use/Res Rmu
Nearest existing structure(s)*: 730 feet
Nearest residential structure(s)*: 730 feet
Are any of these locations within a flood plain? Circle one*: Yes No Parcel #* 080730102005
Is there existing vehicular access? Circle one*: Yes No -- If no, show proposed new access roads on drawings
If yes, off of what roads(s): Existing two-track off of CR 64

If this conditional use grant is approved, I/We the undersigned, agree to comply with the Code of the Town of Windsor, Colorado and any other stipulations as determined by the Town Board. I hereby depose and state under penalties of perjury that all statements and information submitted herein and pertaining to this application are true and correct to the best of my knowledge.

Submitted this 31st day of January, 20 13

Shannon Hartnett
Applicant* (please print)

Shannon Hartnett
Applicant's Signature*

303-830-9893
Phone* Fax

shartnett@gwogco.com
Email*

Martin Lind, as Manager of Raindance Aquatic Investments LLC
Property Owner* (please print)

Property Owner's Signature*

303-830-9893
Phone* Fax

mlind@watervalley.com
Email*

Applicant's Representative (if applicable) Name
Phone Fax Email

NOTARY*: (Optional) Subscribed before me this 31st day of January, 20 13

By: Martin Lind (owner) and Shannon Hartnett (applicant)
Print name of property owner(s) and applicant(s)

(SEAL)

Notary Public Signature

September 9, 2016
My commission expires

* Indicates required field

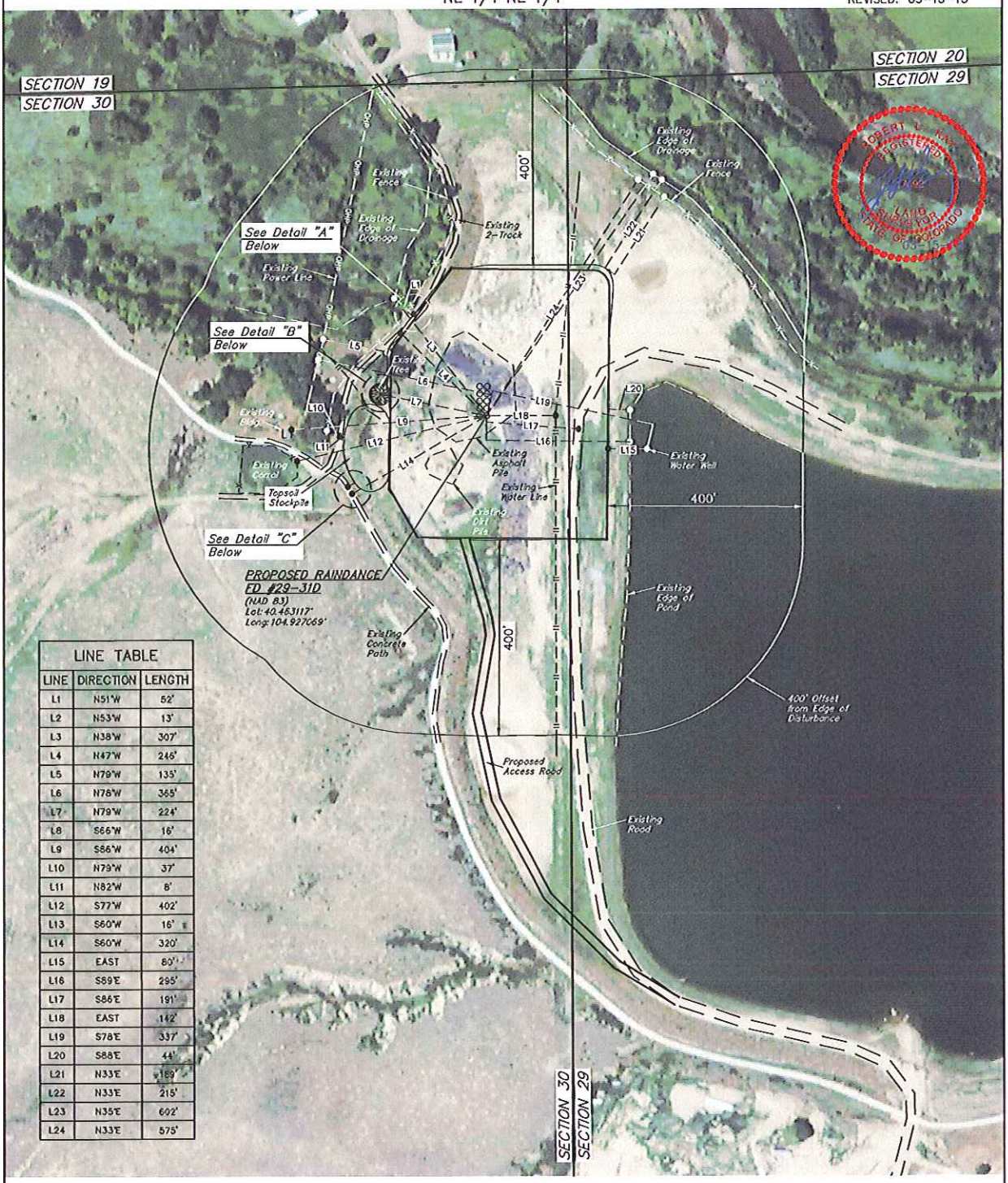
LARA D WYNN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20044032091
MY COMMISSION EXPIRES SEPTEMBER 09, 2016

GREAT WESTERN OIL & GAS COMPANY

ADDENDUM TO LEGAL PLAT FOR

RAINDANCE FD #29-31D, #29-11D, #29-4D #20-25D,
#20-18D, #20-32D, #20-33D, #20-34D, #19-14D, #29-32D
SECTION 30, T6N, R67W, 6th P.M.
NE 1/4 NE 1/4

SCALE: 1" = 200'
DATE: 10-03-12
DRAWN BY: J.W.
REVISED: 10-19-12
REVISED: 03-08-13
REVISED: 03-15-13



LINE TABLE		
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L9	S86°W	404'
L10	N79°W	37'
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L18	EAST	142'
L19	S78°E	337'
L20	S88°E	44'
L21	N33°E	±189'
L22	N33°E	215'
L23	N35°E	602'
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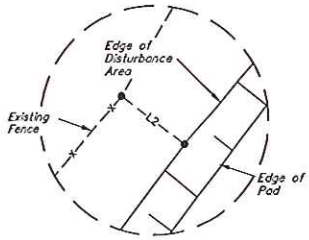

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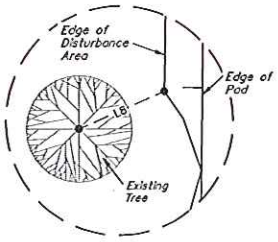

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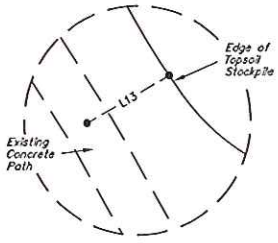

Detail "C"
No Scale

UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East • Vernal, Utah 84078 • (435) 789-1017

GREAT WESTERN OIL & GAS COMPANY

ADDENDUM TO LEGAL PLAT FOR

RAINDANCE FD #29-31D, #29-11D, #29-4D #20-25D,
#20-18D, #20-32D, #20-33D, #20-34D, #19-14D, #29-32D
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SCALE: 1" = 200'
DATE: 10-03-12
DRAWN BY: J.W.
REVISED: 10-19-12

ROBERT L. KAY REGISTERED LAND SURVEYOR STATE OF COLORADO 10-23-12

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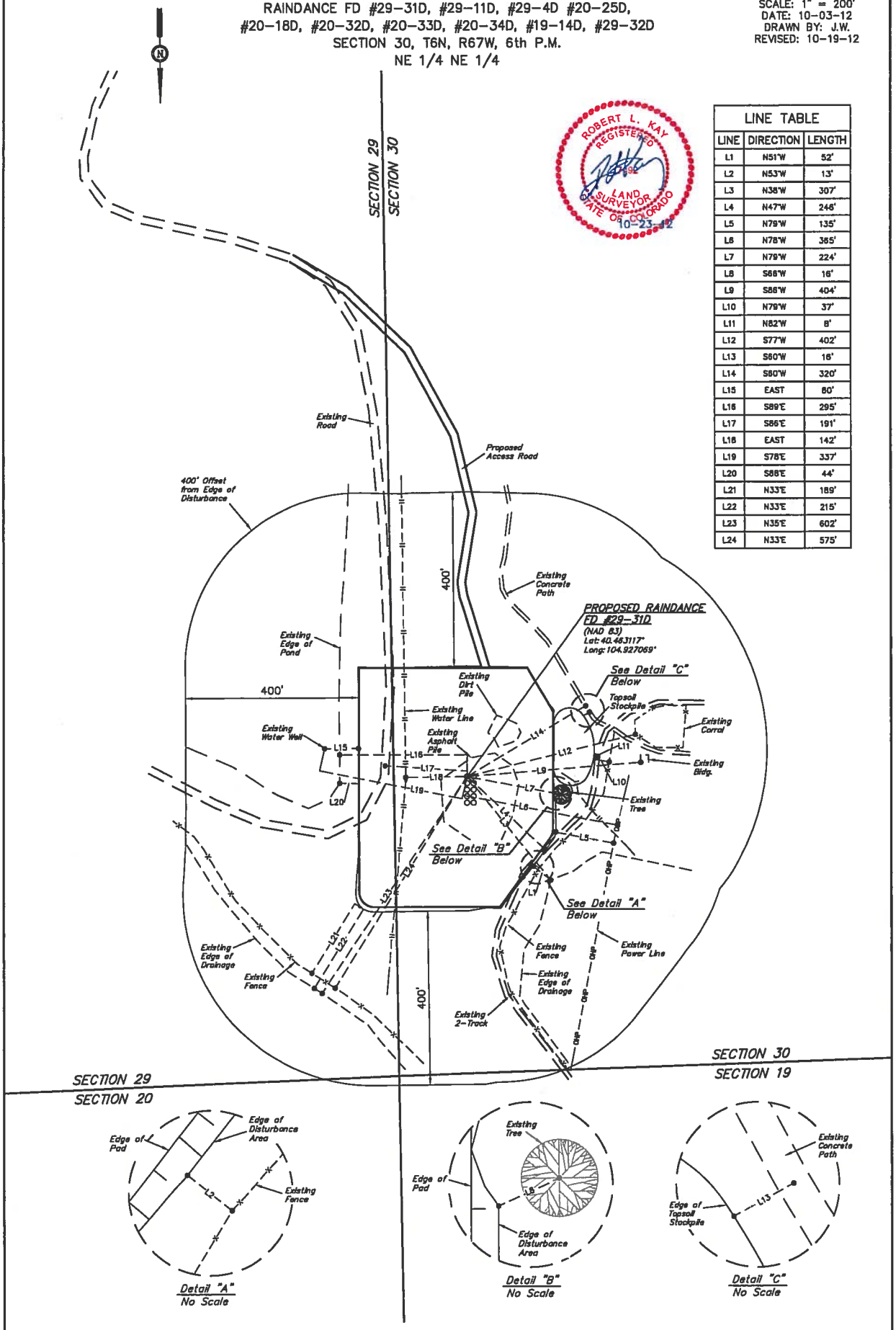
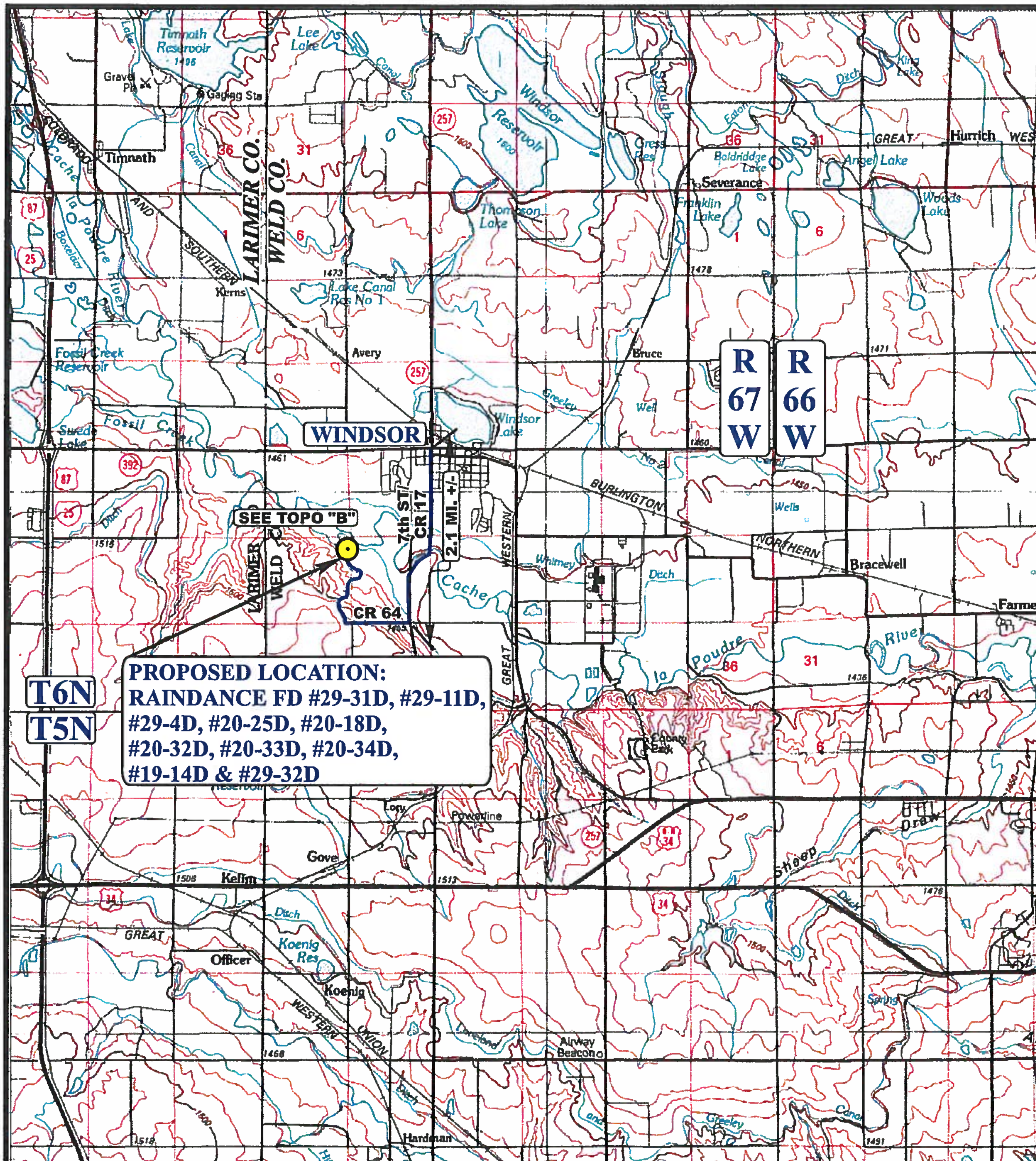


UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East • Vernal, Utah 84078 • (435) 789-1017



LEGEND:

PROPOSED LOCATION

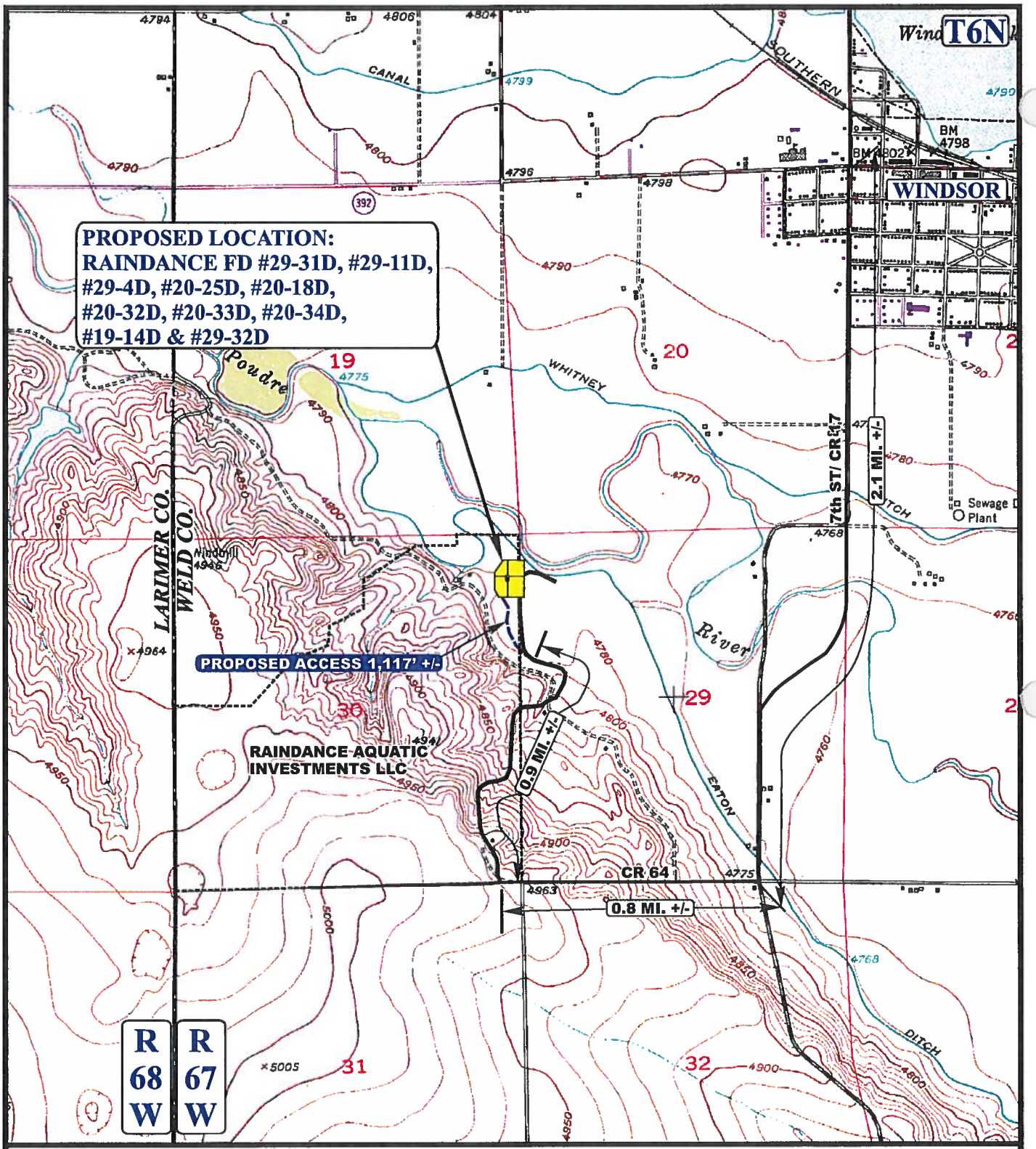
GREAT WESTERN OIL & GAS COMPANY

N

RAINDANCE FD #29-31D, #29-11D, #29-4D, #20-25D, #20-18D, #20-32D, #20-33D, #20-34D, #19-14D & #29-32D
SECTION 30, T6N, R67W, 6th P.M.
NE 1/4 NE 1/4

UELS
Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

ACCESS ROAD MAP	10	04	12	A TOPO
	MONTH	DAY	YEAR	
SCALE: 1:100,000	DRAWN BY: J.L.H.	REV: 12-19-12 B.D.H.		



LEGEND:

EXISTING ROAD

PROPOSED ACCESS ROAD

N

GREAT WESTERN OIL & GAS COMPANY

RAINDANCE FD #29-31D, #29-11D, #29-4D, #20-25D, #20-18D, #20-32D, #20-33D, #20-34D, #19-14D & #29-32D

SECTION 30, T6N, R67W, 6th P.M.

NE 1/4 NE 1/4

Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

ACCESS ROAD MAP	10 MONTH	04 DAY	12 YEAR	B TOPO
SCALE: 1" = 2000'	DRAWN BY: J.L.H.	REV: 12-19-12 B.D.H.		

GREAT WESTERN OIL & GAS COMPANY

RAINDANCE FD #29-31D, #29-11D, #29-4D, #20-25D, #20-18D, #20-32D, #20-33D, #20-34D, #19-14D & #29-32D

LOCATED IN WELD COUNTY, COLORADO
SECTION 30, T6N, R67W, 6th P.M.

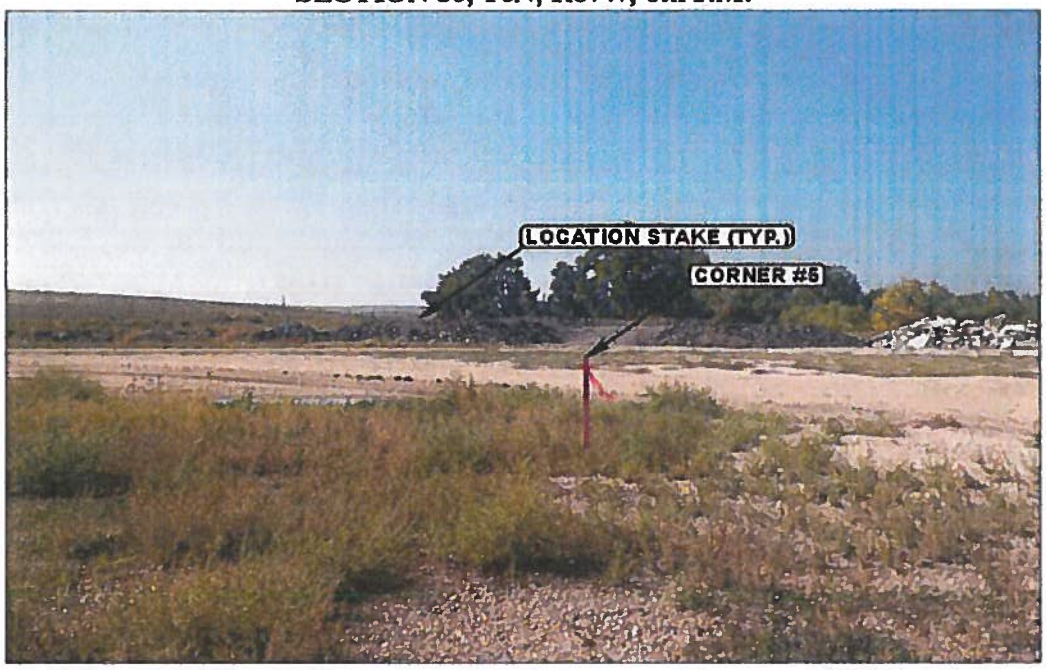


PHOTO: VIEW FROM CORNER #5 TO LOCATION STAKES **CAMERA ANGLE: WESTERLY**

PHOTO: VIEW FROM BEGINNING OF PROPOSED ACCESS **CAMERA ANGLE: NORTHERLY**

- Since 1964 -
Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

LOCATION PHOTOS	10 MONTH	04 DAY	12 YEAR	PHOTO
TAKEN BY: L.S.	DRAWN BY: J.L.H.	REVISED: 10-19-12		P1

GREAT WESTERN OIL & GAS COMPANY

RAINDANCE FD #29-31D, #29-11D, #29-4D, #20-25D, #20-18D, #20-32D, #20-33D, #20-34D, #19-14D & #29-32D

LOCATED IN WELD COUNTY, COLORADO
SECTION 30, T6N, R67W, 6th P.M.

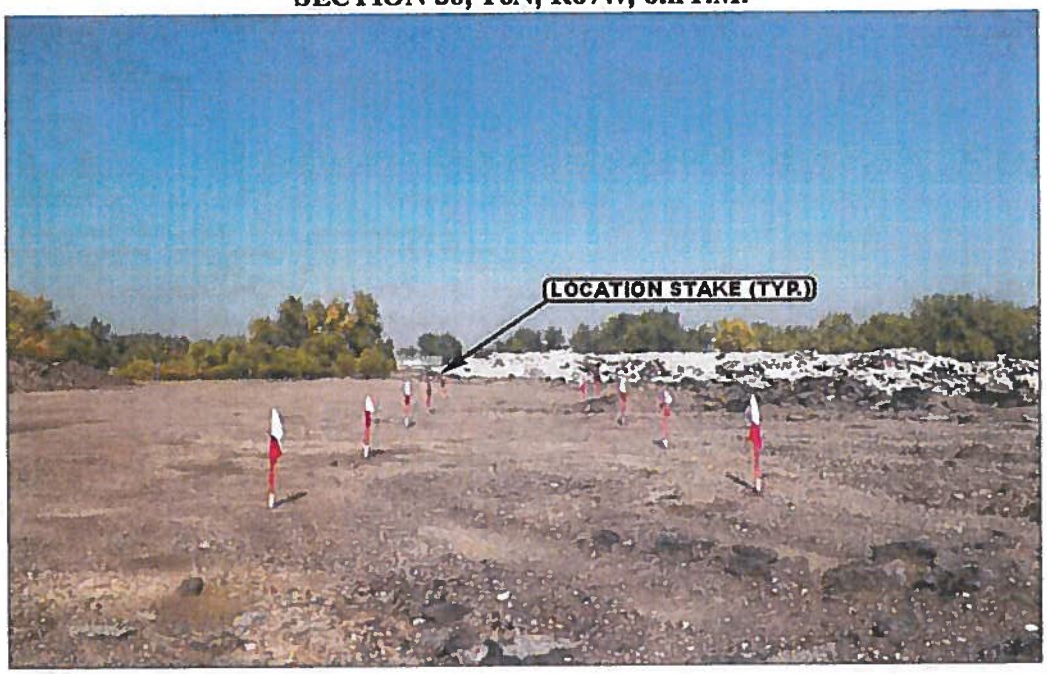


PHOTO: VIEW OF LOCATION STAKES **CAMERA ANGLE: NORTHERLY**

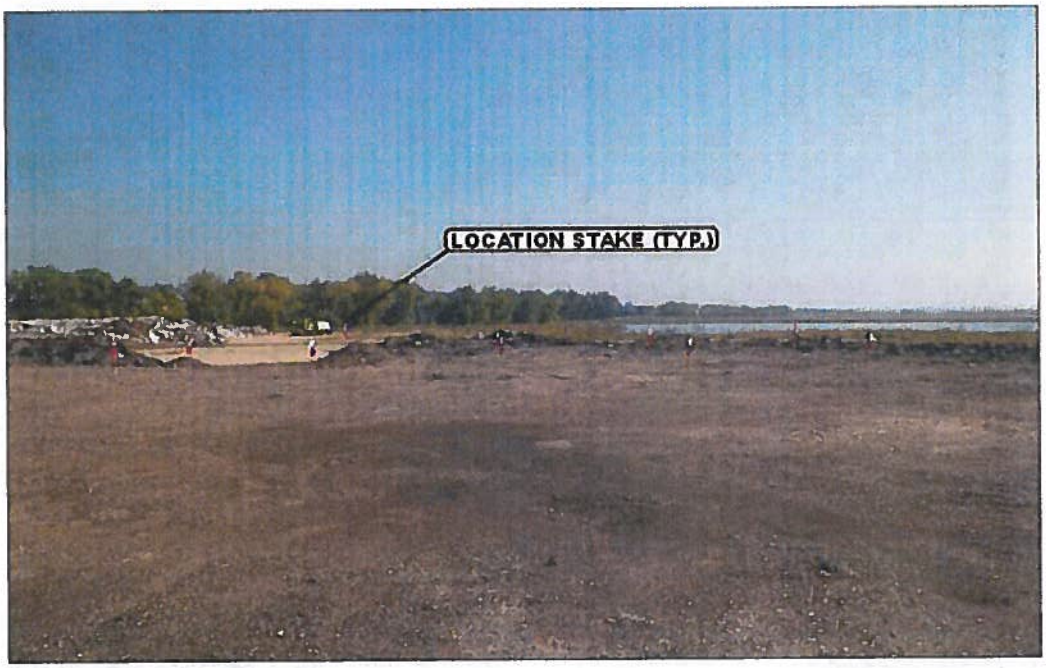


PHOTO: VIEW OF LOCATION STAKES **CAMERA ANGLE: EASTERLY**

- Since 1964 -

Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

LOCATION PHOTOS	10 MONTH	04 DAY	12 YEAR	PHOTO P2
TAKEN BY: L.S.	DRAWN BY: J.L.H.	REVISED: 10-19-12		

GREAT WESTERN OIL & GAS COMPANY

RAINDANCE FD #29-31D, #29-11D, #29-4D, #20-25D, #20-18D, #20-32D, #20-33D, #20-34D, #19-14D & #29-32D

LOCATED IN WELD COUNTY, COLORADO

SECTION 30, T6N, R67W, 6th P.M.

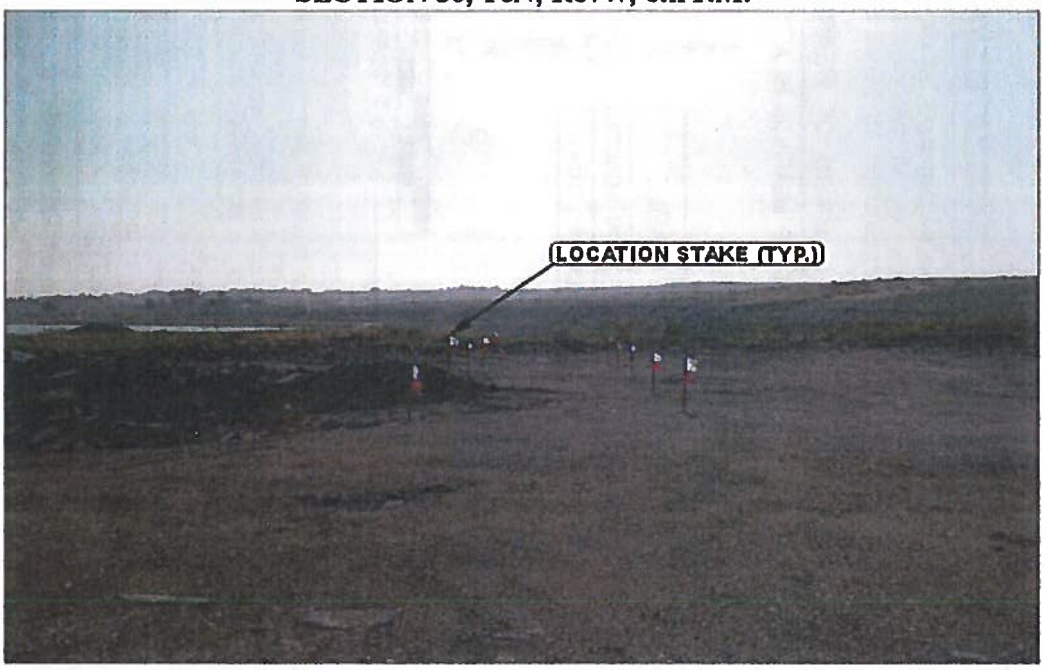


PHOTO: VIEW OF LOCATION STAKES **CAMERA ANGLE: SOUTHERLY**

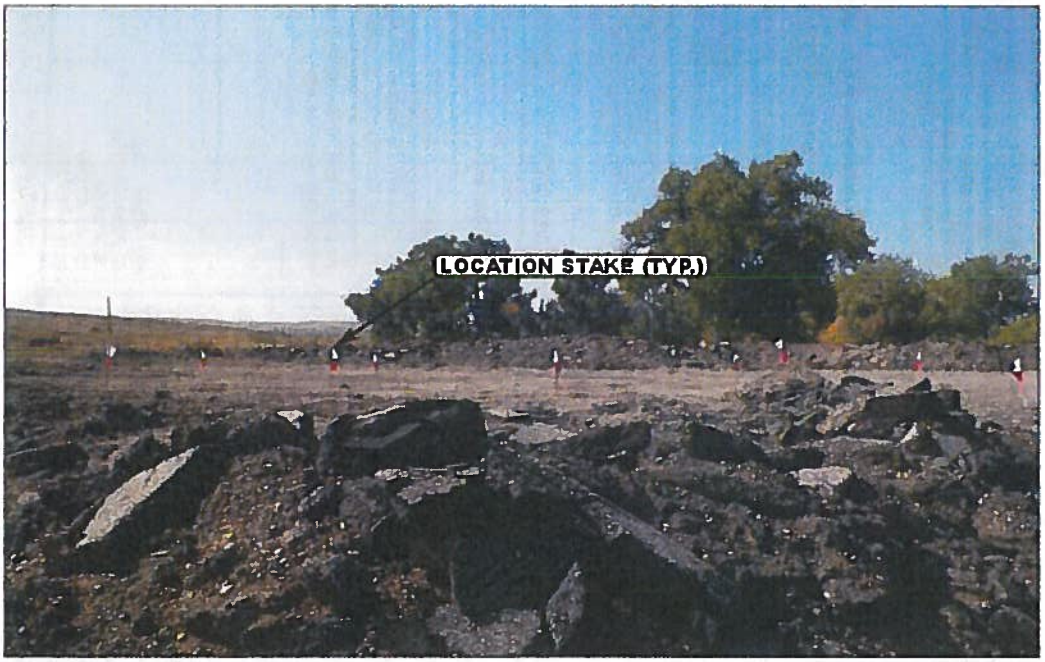


PHOTO: VIEW OF LOCATION STAKES **CAMERA ANGLE: WESTERLY**

- Since 1964 -

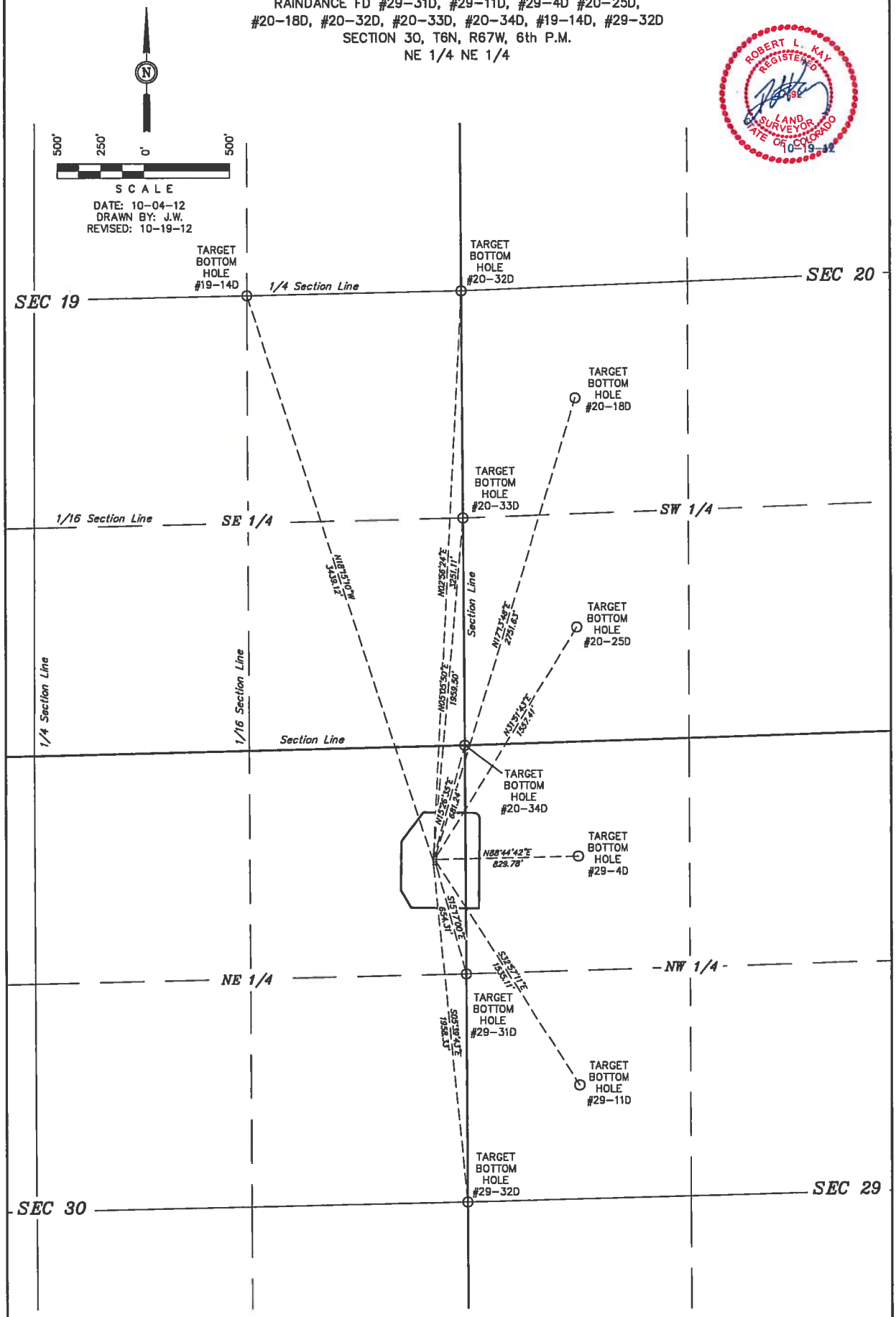
Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

LOCATION PHOTOS	10 MONTH	04 DAY	12 YEAR	PHOTO
TAKEN BY: L.S.	DRAWN BY: J.L.H.	REVISED: 10-19-12		P3

GREAT WESTERN OIL & GAS COMPANY

FIGURE #5

TARGET BOTTOM HOLE DRAWING FOR
RAINDANCE FD #29-31D, #29-11D, #29-4D #20-25D,
#20-18D, #20-32D, #20-33D, #20-34D, #19-14D, #29-32D
SECTION 30, T6N, R67W, 6th P.M.
NE 1/4 NE 1/4

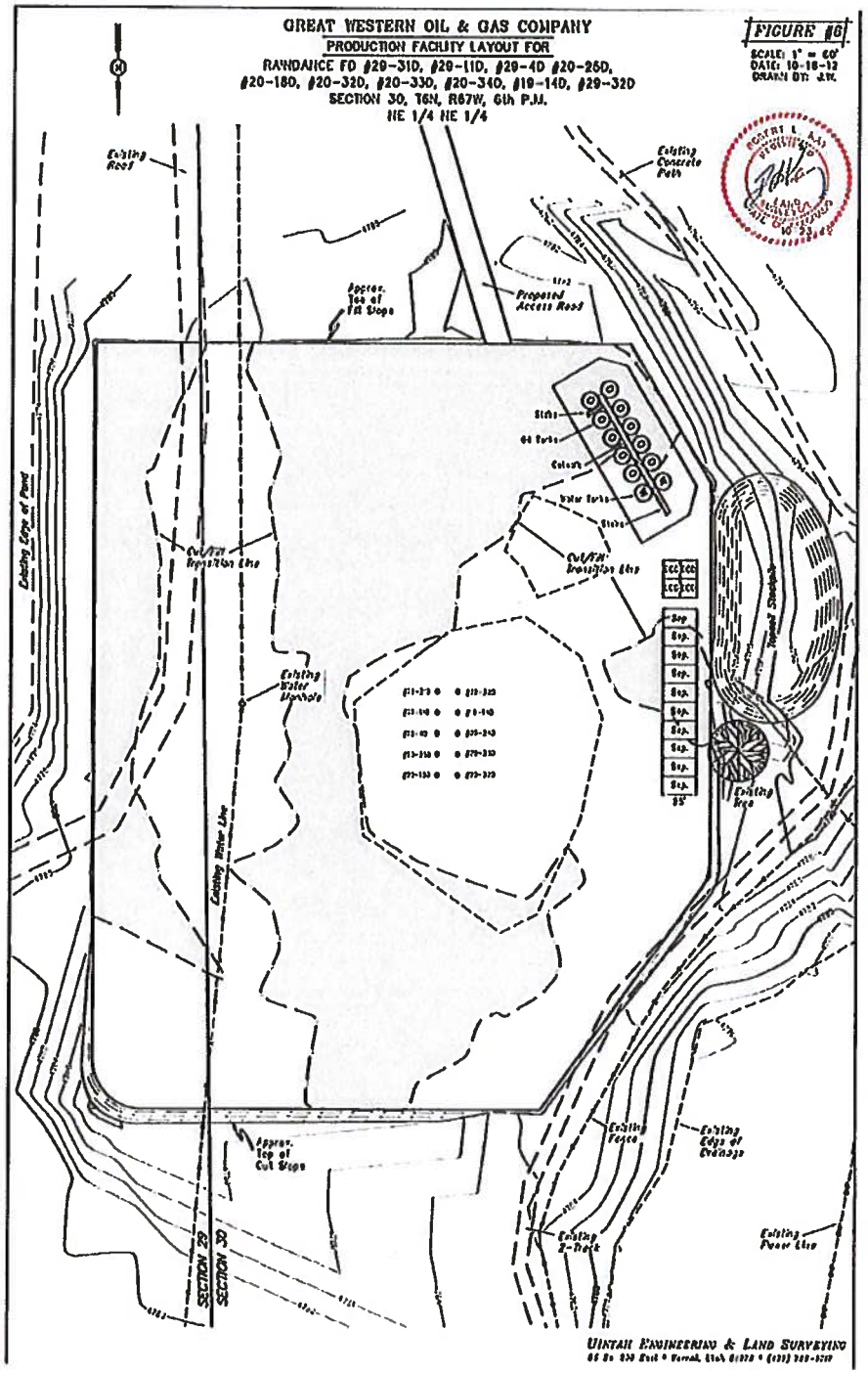


UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East • Vernal, Utah 84078 • (435) 789-1017

EXHIBIT "A"

Attached hereto and made a part of that certain Surface Use Agreement between Raindance Aquatic Investments, LLC ("OWNER") and Great Western Oil and Gas Company, LLC ("OPERATOR"), dated the 30th day of November, 2012.

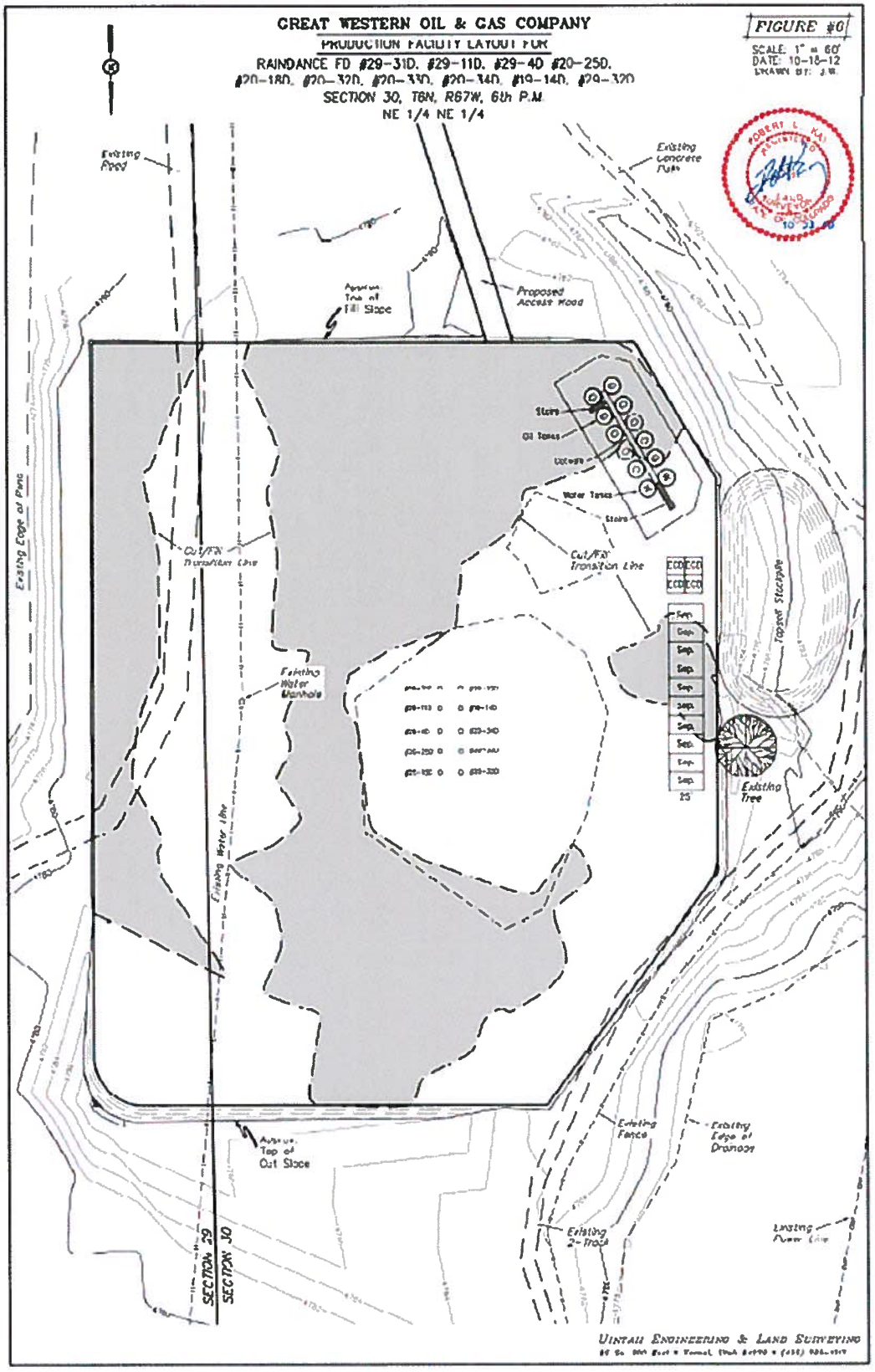
PROPERTY – Sec. 30 of T6N, R67W – Weld County, CO

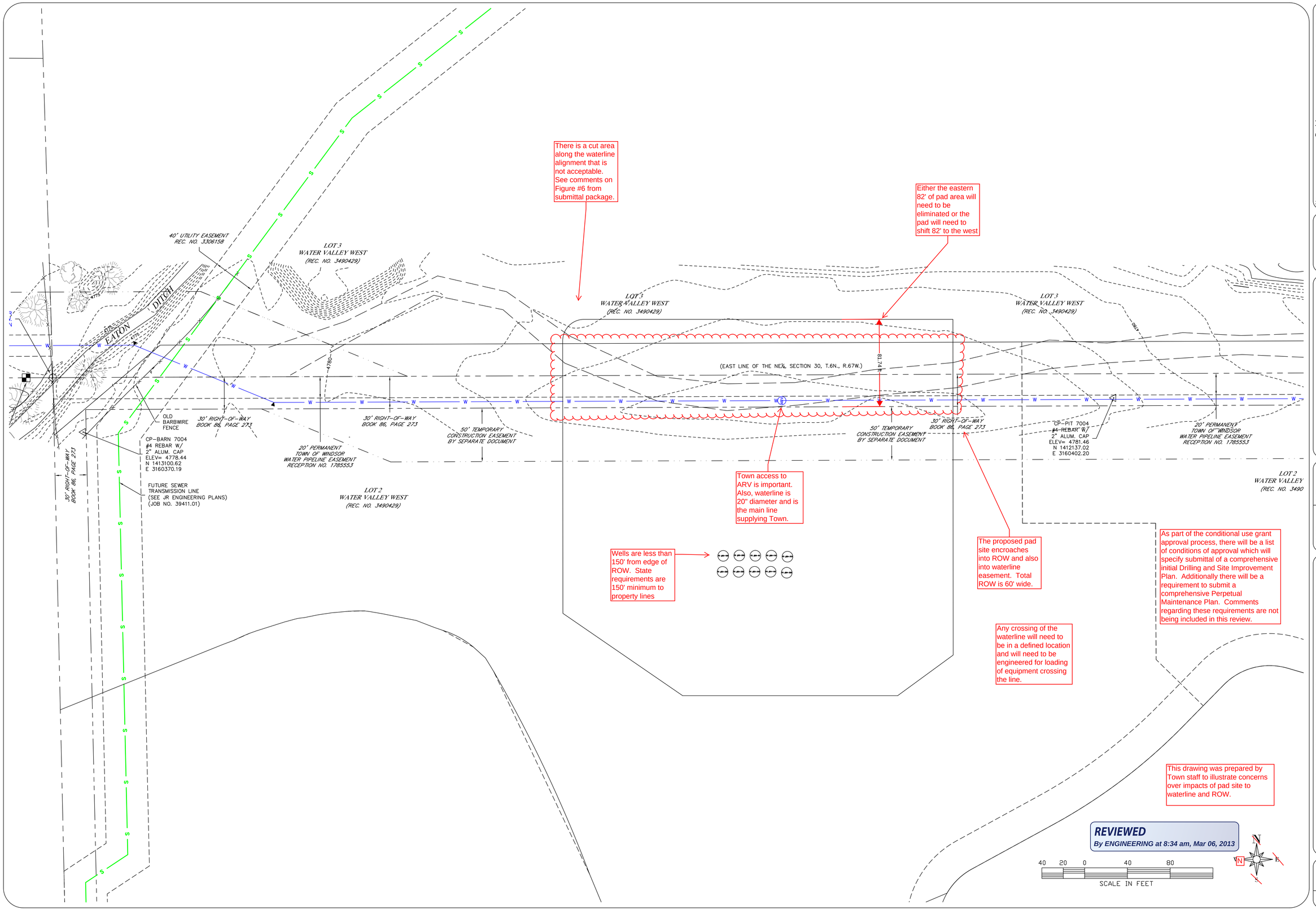


This Exhibit identifies the reclaimed facility allocation contained within the original drilling operations area.

* By initialing this page the parties agree that the Exhibit represents the intent of both parties. _____ Owner _____ Operator

Appendix F – Facility Detail Plan





No.	Revisions:	By:	Date:

Town of Windsor
301 Walnut Street
Windsor, CO 80550
(970) 686-7476

PROJECT: 11-003	DATE: 2/14/2013	
DESIGNED BY: CTT	SCALE: 1" = 40'	
DRAWN BY: CTT	REVIEWED BY:	

WATER VALLEY WEST SUBDIVISION LOT 5 (RAINDANCE FD) FACILITY OIL & GAS CONDITIONAL USE GRANT

SHEET 1 OF 1 SHEET

DRAWING FILENAME: G:\Users\clemyleman\Desktop\Water Valley West Subdivision Lot 5 (Raindance FD) Facility Oil & Gas Conditional Use Grant.dwg LAYOUT NAME: 1 DATE: Feb 14, 2013 - 10:06am CAD OPERATOR: clemyleman
LIST OF XREFS:]

GREAT WESTERN OIL & GAS COMPANY

ADDENDUM TO LEGAL PLAT FOR

RAINDANCE FD #29-31D, #29-11D, #29-4D #20-25D, #20-18D, #20-32D, #20-33D, #20-34D, #19-14D, #29-32D
SECTION 30, T6N, R67W, 6th P.M.
NE 1/4 NE 1/4

SCALE: 1" = 200'
DATE: 10-03-12
DRAWN BY: J.W.
REVISED: 10-19-12

ROBERT L. KAY REGISTERED LAND SURVEYOR STATE OF COLORADO 10-23-12

LINE TABLE		
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L20	S88°E	44'
L21	N33°E	189'
L22	N33°E	215'
L23	N35°E	602'
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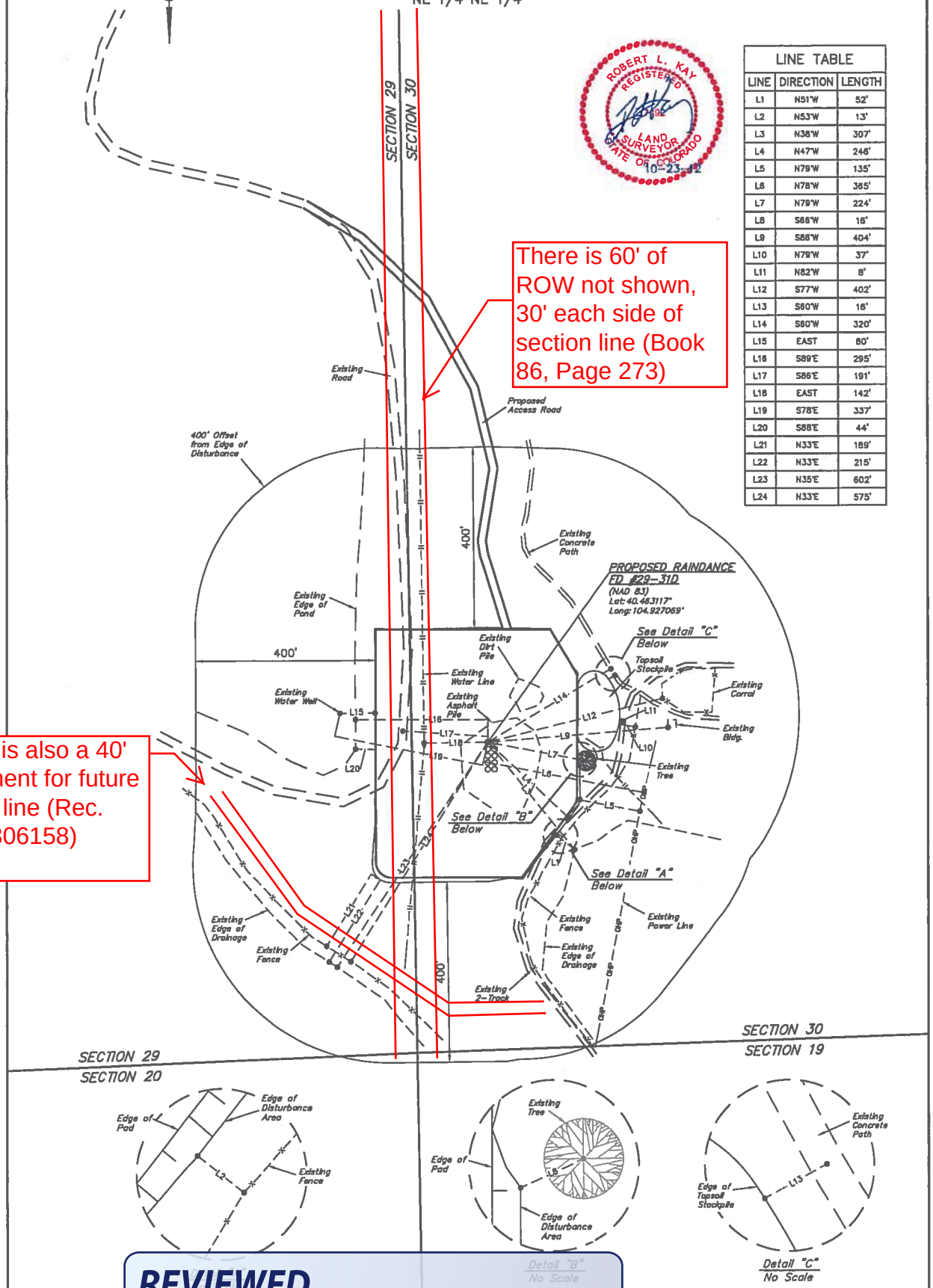
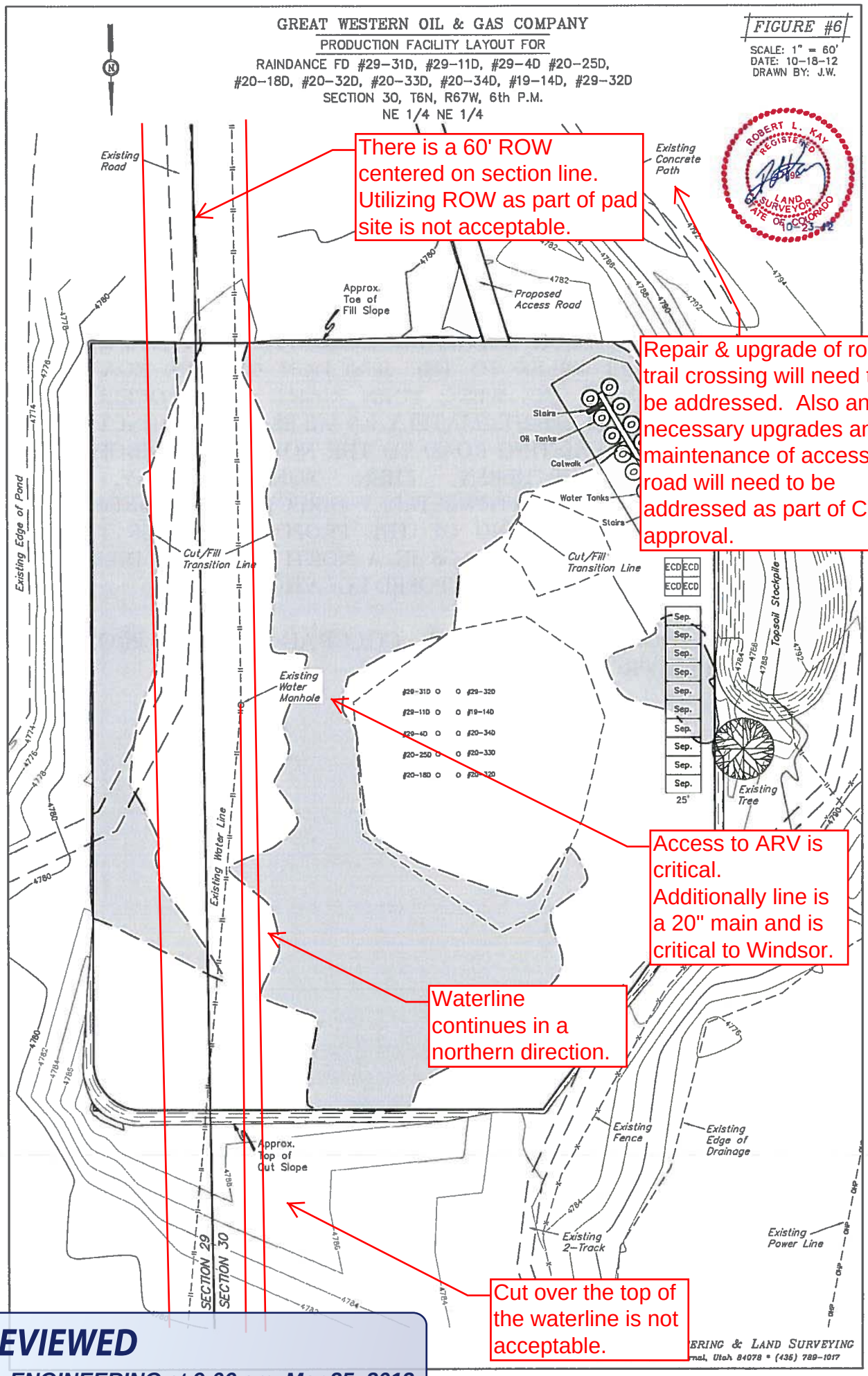
There is 60' of ROW not shown, 30' each side of section line (Book 86, Page 273)

There is also a 40' easement for future sewer line (Rec. No. 3306158)



REVIEWED
By ENGINEERING at 9:06 am, Mar 06, 2013

UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East • Vernal, Utah 84078 • (435) 789-1017



There is a 60' ROW centered on section line. Utilizing ROW as part of pad site is not acceptable.

Repair & upgrade of road/ trail crossing will need to be addressed. Also any necessary upgrades and maintenance of access road will need to be addressed as part of CUG approval.

Access to ARV is critical. Additionally line is a 20" main and is critical to Windsor.

Waterline continues in a northern direction.

Cut over the top of the waterline is not acceptable.

REVIEWED

By ENGINEERING at 9:06 am, Mar 25, 2013

GREAT WESTERN OIL & GAS COMPANY

ADDENDUM TO LEGAL PLAT FOR

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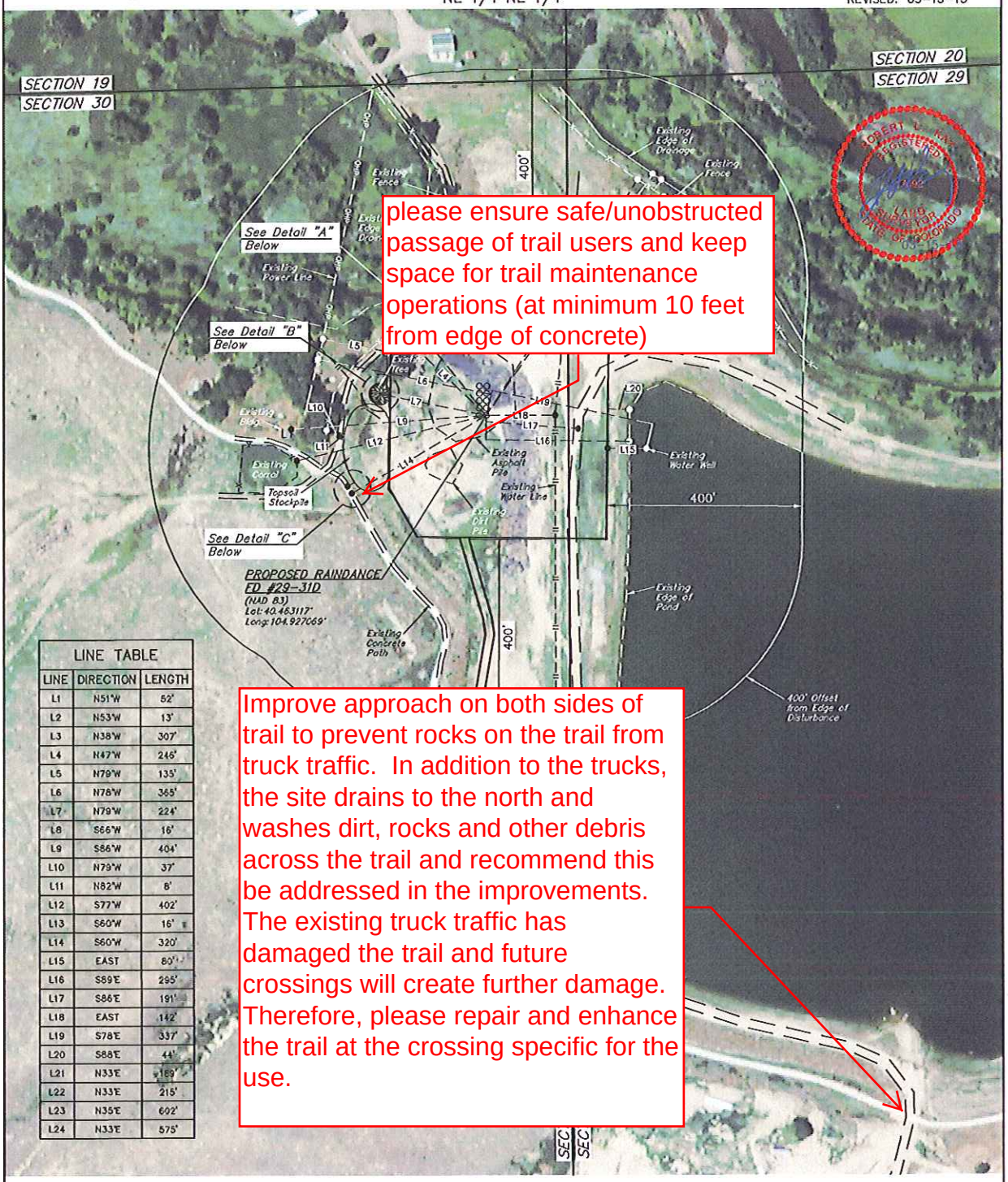
REVISED: 03-08-13
REVISED: 03-15-13



please ensure safe/unobstructed passage of trail users and keep space for trail maintenance operations (at minimum 10 feet from edge of concrete)

Improve approach on both sides of trail to prevent rocks on the trail from truck traffic. In addition to the trucks, the site drains to the north and washes dirt, rocks and other debris across the trail and recommend this be addressed in the improvements. The existing truck traffic has damaged the trail and future crossings will create further damage. Therefore, please repair and enhance the trail at the crossing specific for the use.

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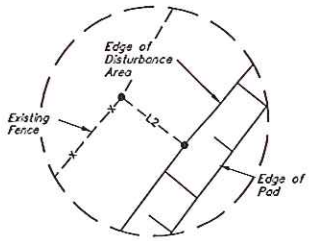

Detail "A"
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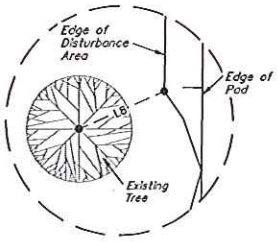
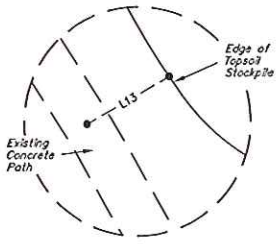


Detail "B"
No Scale



Detail "C"
No Scale

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CONDITIONAL USE GRANT
OIL & GAS WELL FACILITIES

WATER VALLEY WEST LOT 5
(RAINDANCE FD PAD)
GREAT WESTERN OPERATING COMPANY, LLC

Brett Walker, Associate Planner
June 10, 2013

Town Board

Item C.6 & C.7

CONDITIONAL USE GRANT

Sec. 16-7-10. Intent of conditional use grants.

"The conditional use classification is intended to allow consideration of uses which are unique in nature or character and, except as otherwise specifically provided in this Chapter, not specifically included as uses by right in any specific zoning districts. It is the specific intent of this Article, except as otherwise specifically provided in this Chapter, to prohibit the granting of conditional uses in any zone when such use is allowed as a use by right in any other zone."

Sec. 16-7-60. Oil and gas facilities.

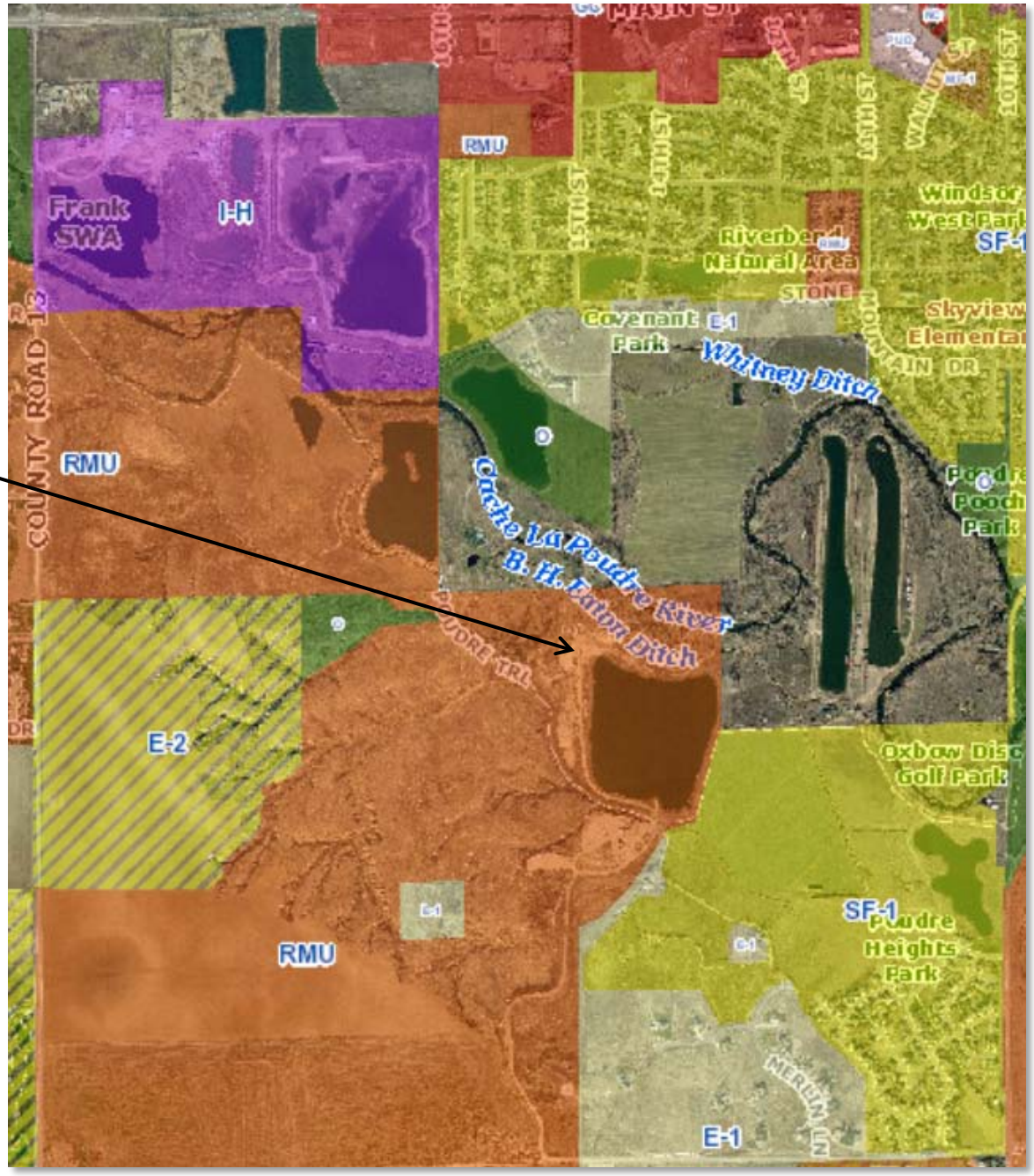
(a) Oil and gas facilities, as defined in this Chapter, shall be permitted as a conditional use in all zoning districts.

(b) Oil and gas facilities as conditional uses shall be subject to approval by the Town Board of the conditions hereinafter specifically set forth in lieu of those conditions applicable to conditional uses generally, as set forth in Section 16-7-50 of this article.

SITE VICINITY MAP

SITE PROXIMITY ZONING MAP

Site Location – Zoned Residential Mixed Use (RMU)



AERIAL IMAGE

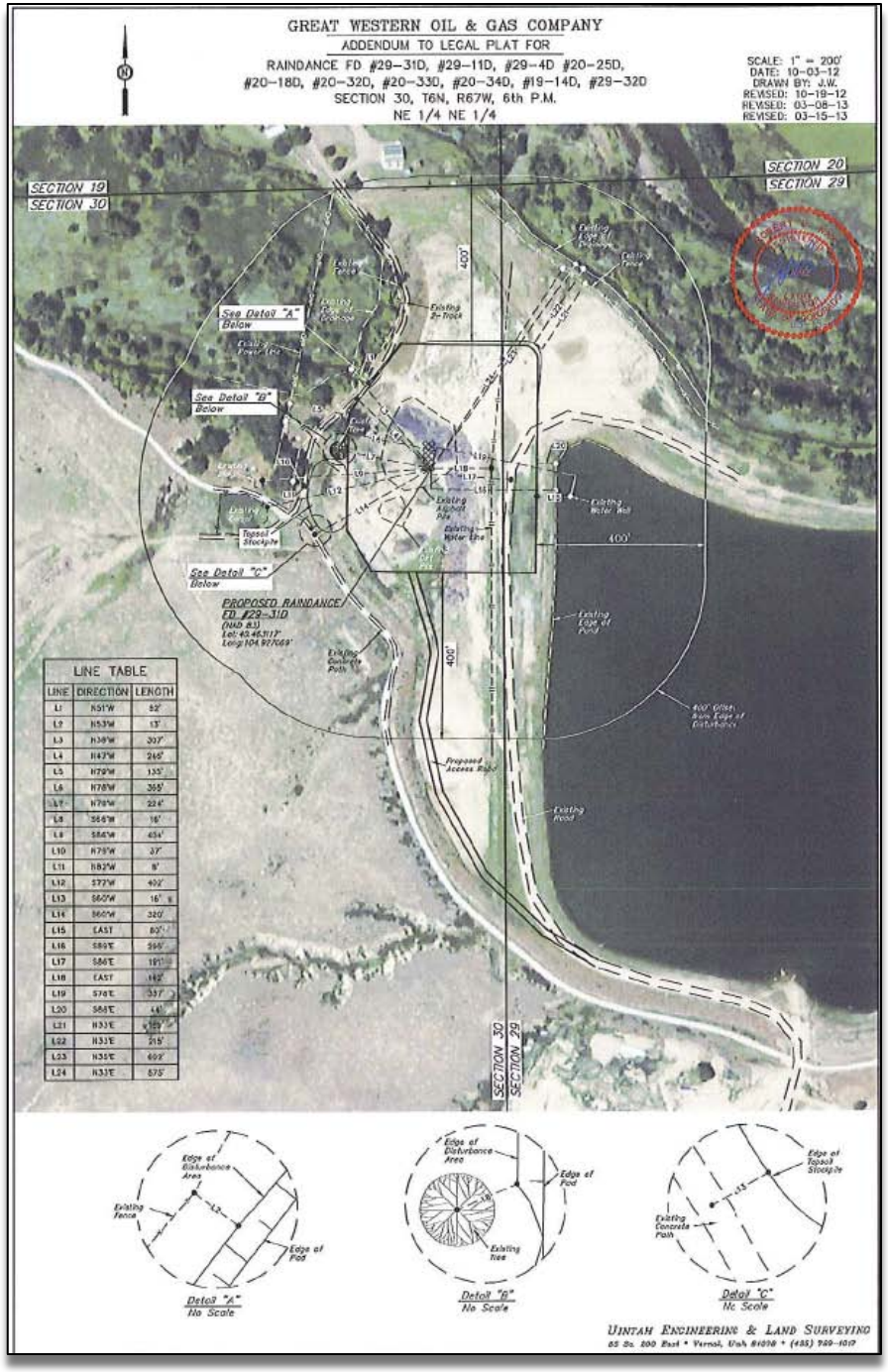
Cache la Poudre River

Eaton Ditch

Approximate location of drilling pad and wells.

Poudre Trail

IMPROVEMENT PLAN



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N51°W	52'
L2	N53°W	13'
L3	N38°W	307'
L4	N42°W	246'
L5	N79°W	133'
L6	N78°W	355'
L7	N78°W	224'
L8	S66°W	16'
L9	S86°W	454'
L10	N79°W	37'
L11	N82°W	8'
L12	S72°W	402'
L13	S60°W	16'
L14	S60°W	320'
L15	EAST	82'
L16	S89°E	595'
L17	S86°E	191'
L18	EAST	142'
L19	S78°E	537'
L20	S65°E	44'
L21	N33°E	189'
L22	N31°E	219'
L23	N35°E	409'
L24	N33°E	575'

POUDRE RIVER SETBACKS

Cache la Poudre River

Eaton Ditch

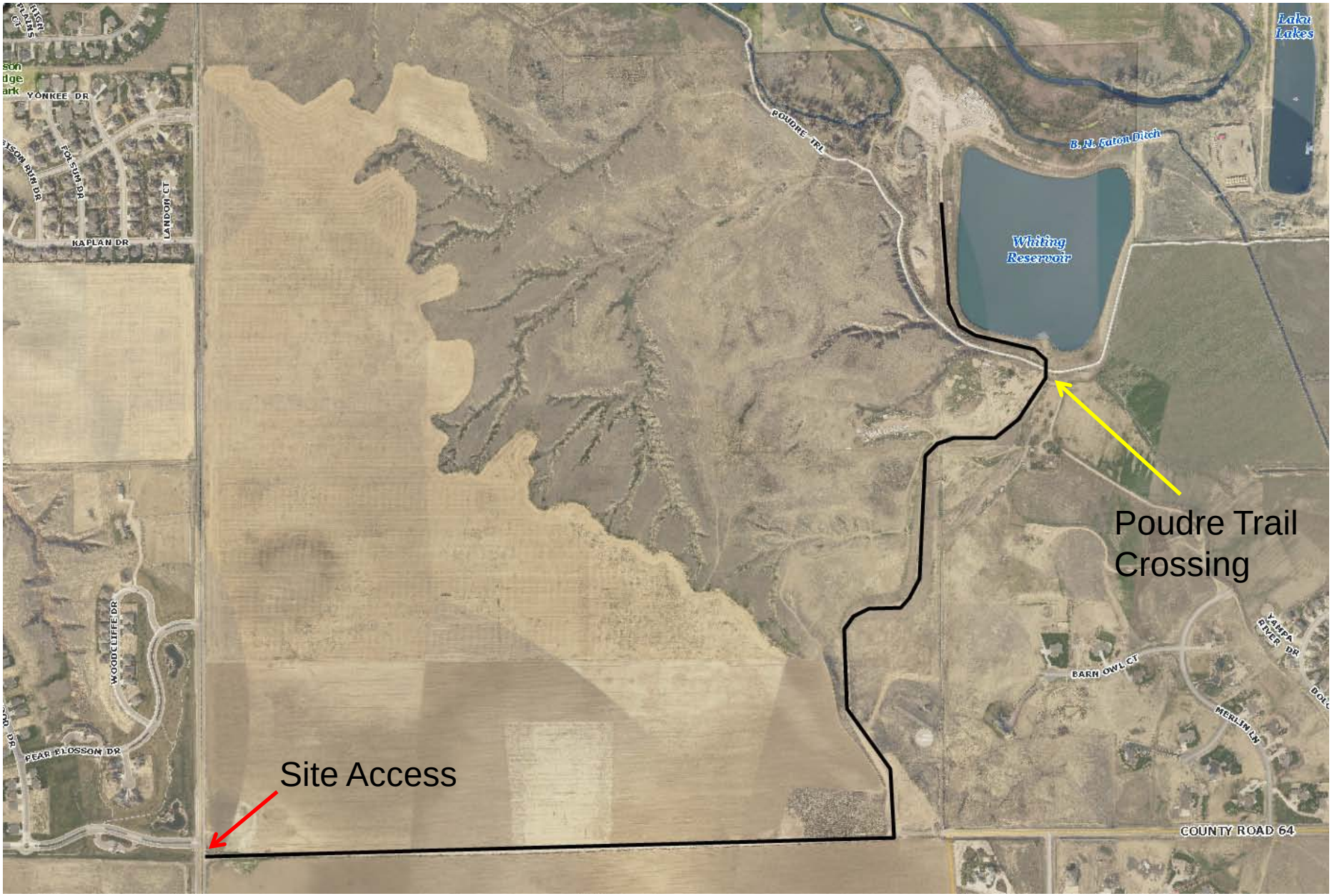
Approximate top of bank of Cache la Poudre River

Approximate 300 ft setback from Poudre River

Poudre Trail

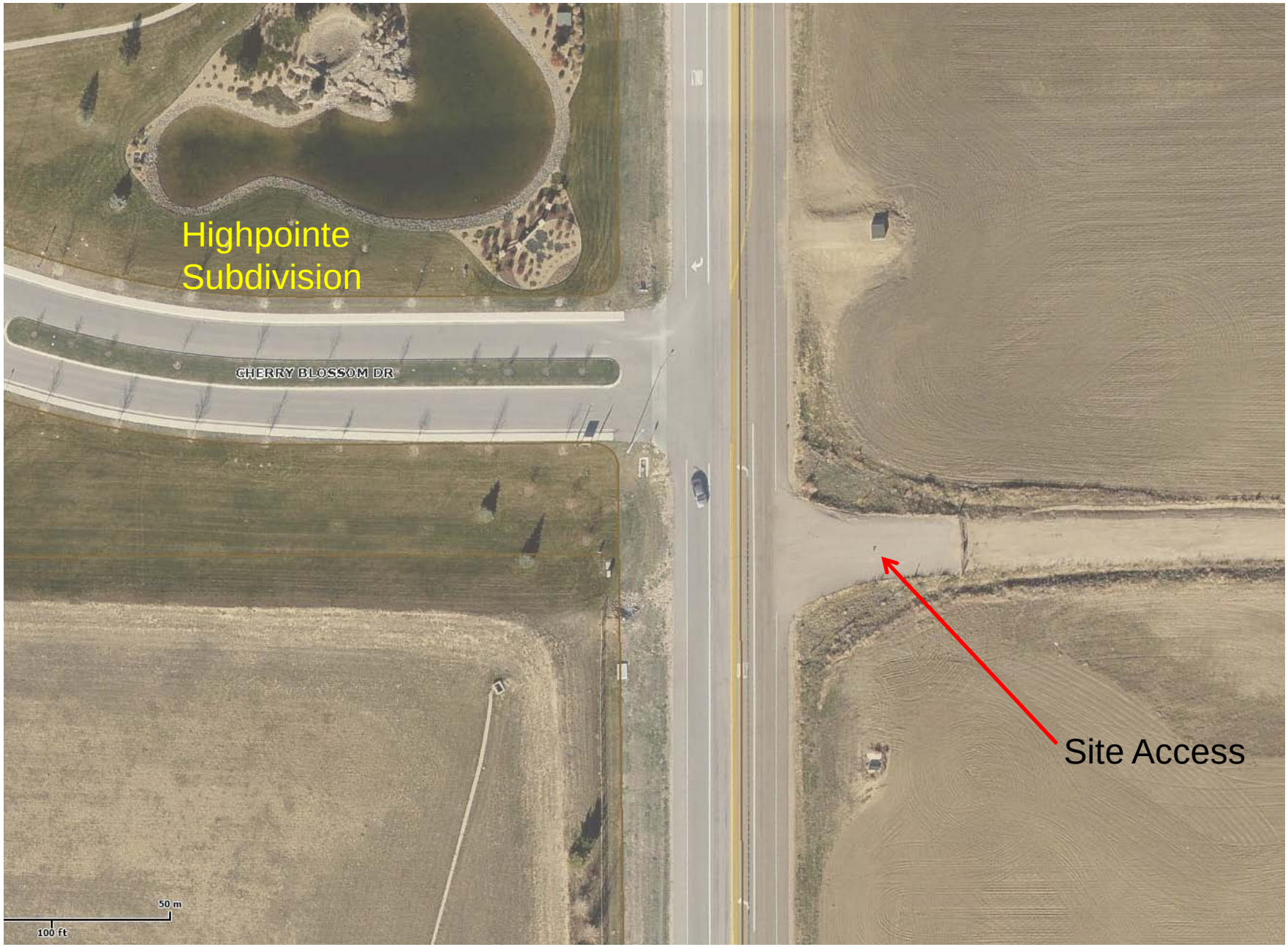
SITE ACCESS

From Weld County Road 13



SITE ACCESS

Weld County Road 13 at Cherry Blossom Drive and Site Access



POUDRE TRAIL CROSSING

Access road at Weld County Road 13 (facing towards WCR 13)

POUDRE TRAIL CROSSING

Access road at Weld County Road 13 (facing east)

POUDRE TRAIL CROSSING

Poudre Trail Crossing (looking north)

POUDRE TRAIL CROSSING

Poudre Trail at access crossing (looking west)

POUDRE TRAIL CROSSING

Poudre Trail at access crossing (looking east)

CONDITIONS OF APPROVAL

1. Prior to the commencement of drilling, the applicant shall submit comprehensive "Drilling and Site Improvement Plans" for review and approval by the Town. Such plans shall address initial drilling activities, initial installation of site improvements and details, and on-going perpetual maintenance of the subject site including, but not limited to, the following:

    a. Site access plan. The Drilling and Site Improvement Plans and supplemental information shall address site access points and haul routes for review and approval.

    b. Public street clean-up and tracking prevention. The Drilling and Site Improvement Plans and supplemental information shall include a tracking pad for review and approval.

    c. Site grading. The Drilling and Site Improvement Plans and supplemental information shall address site grading, including any earth berms for emergency containment.

    d. Site lighting. The Drilling and Site Improvement Plans and supplemental information shall include details regarding site lighting fixtures and locations. Security and other site lighting shall utilize full cutoff light fixtures to mitigate light pollution

CONDITIONS OF APPROVAL

e. Temporary screening. The applicant shall install a buffer to screen the initial drilling activities and installation of site improvements from surrounding neighborhoods and streets. The buffer shall include hay bales to enclose the drilling operations to provide noise mitigation.

f. Permanent Screening. Given the close proximity to the Poudre Trail, the Drilling and Site Improvement Plans shall depict proposed long-term screening materials, including landscaping, earth berms, and other screening methods to mitigate visual impacts.

g. Fencing. The Drilling and Site Improvement Plans shall depict fencing of the perimeter of the site. Fencing materials shall be reviewed for approval by the Town based upon the character of the surrounding neighborhood.

h. Oil and gas equipment.
   1) The applicant shall utilize electric motors in order to mitigate the noise impacts to the neighboring properties.
   2) The applicant shall ensure that the wells and tanks are of the minimum size required to satisfy present and future functional requirements to mitigate visual impacts.
   3) Low profile tanks shall be utilized and shall be installed in the least visible manner possible.
   4) All tanks and equipment shall be painted to blend-in with the surrounding landscape.

CONDITIONS OF APPROVAL

i. Air quality.
   1) The applicant shall participate in any required Environmental Protection Agency (EPA) air quality monitoring and/or testing by allowing EPA to install equipment on site for said monitoring and testing.
   2) The applicant shall install and operate an emissions control device (ECD) capable of reducing Volatile Organic Compound (VOC) emissions on the subject oil and gas equipment in accordance with Colorado Oil and Gas Conservation Commission (COGCC) and/or the Colorado Department of Public Health and Environment (CDPHE) rules and regulations.
   3) The applicant shall submit to the Town copies of all air emissions reporting as required by the COGCC and/or the CDPHE's Air Pollution Control Division.

j. Water quality.
   1) The applicant shall ensure that any hydrocarbon discharges from the site comply with all state and federal water quality requirements.
   2) The applicant shall participate in the Colorado Oil and Gas Association (COGA) Baseline Groundwater Quality Sampling Program utilizing independent third party sampling and laboratories and shall provide to the Town test results obtained before and after drilling operations.

CONDITIONS OF APPROVAL

k. Emergency containment. The secondary containment berm surrounding all storage vessels shall be designed and constructed to contain a minimum of 110% of the volume of the largest vessel located within the containment area or to State of Colorado standards, whichever requirements are more stringent.

l. Waste disposal. The applicant shall submit to the Town copies of all waste management reports as required by the COGCC and/or the CDPHE rules and regulations.

m. The following certification blocks shall be included on the Drilling and Site Improvement Plans:
   1) A signed owner's acknowledgement certification block.
   2) A signed drilling operator's acknowledgement certification block.

n. The following notes shall be included on the Drilling and Site Improvement Plans:
   1) The applicant shall comply with all rules and regulations of the Colorado Oil and gas Conservation Commission (COGCC)
   2) The applicant shall comply with all rules and regulations of the Colorado Department of Public Health and Environment (CDPHE)
   3) The applicant shall maintain on-going compliance with all conditions of the Town and Windsor-Severance Fire Rescue.

CONDITIONS OF APPROVAL

4) The facilities shall be kept clean and otherwise properly maintained at all times.
5) The existing access may be utilized for oil and gas well activities. This access point is temporary and will be required to be removed at such time that permanent access is available in the future.

2. The applicant shall address and comply with the conditions of Windsor-Severance Fire Rescue.

3. The applicant shall address and comply with the comments and conditions of the Town of Windsor Engineering Departments.

   a) The drilling pad shall not be situated in the sixty (60) foot right of way.
   b) Cut over the Town's waterline, as shown on the submitted *Production Facility Layout*, is not acceptable. Drilling pad cut/fill areas shall be altered accordingly.
   c) All right of ways and easements shall be shown on the Drilling and Site Improvement Plan.
   d) Repair and upgrade of access road and trail crossings shall be addressed prior to commencement of drilling activities. All necessary upgrades and maintenance of access road and Poudre Trail shall be approved by the Town prior to commencement of drilling activities.

CONDITIONS OF APPROVAL

e) Drilling pad location shall not be situated on top of the Town's 20" diameter waterline.
f) Any crossing of the waterline shall be in a defined location and shall be engineered for truck/equipment weight loads crossing the waterline. The Town shall approve waterline crossing locations prior to commencement of drilling activities.
g) A perpetual road maintenance plan shall be submitted to the Town for approval. Drilling operations shall not commence until the Town has approved a perpetual road maintenance plan.
h) All truck traffic shall follow the existing gravel pit haul route, which is accessed off Weld County Road 13.

4. The applicant shall address and comply with the comments and conditions of the Town of Windsor Parks, Recreation and Culture Department.
   a) Applicant/operator shall ensure safe/unobstructed passage of trail users and maintain space for trail maintenance operations, a minimum of ten (10) feet from edge of concrete.
   b) Applicant/operator shall improve the approach on both sides of the trail to prevent rocks on the trail due to truck traffic. Such improvements shall be reviewed, inspected and approved by the Engineering and Park, Recreation and Culture departments prior to commencement of drilling activities. All damage to the trail caused by truck traffic shall be repaired to the Town's trail standards within 30 days of Town notification to the applicant/operator.

CONDITIONAL USE GRANT REQUEST

Staff requests that the following be entered into the record:

- Application and supplemental materials
- Staff memorandum and supporting documents
- Recommendation
- All testimony presented during the public hearing

M E M O R A N D U M

Date:	June 10, 2013
To:	Mayor and Town Board
Via:	Kelly Arnold, Town Manager Joseph P. Plummer, AICP, Director of Planning
From:	Brett Walker, Associate Planner
Subject:	Site Plan Presentation – Windsor Commons Subdivision Third Filing, Lots 6 & 7, Block 3 Site Plan – Moltz Construction
Location:	975 and 990 Merchant Ct, north of Eastman Park Drive, west of Automation Drive, and south of Logistics Drive
Item #:	C.8

Background:

Moltz Construction, a general contractor, has proposed to construct an office building and storage building in the Limited Industrial (I-L) zoning district. The structures are to be located on two lots – Lot 6 is approximately 2.3 acres (103,155 sq ft) and Lot 7 is approximately 0.7 acres (31,115 sq ft.). Improvements on Lot 6 include a 7,200 sq ft storage/warehouse building, four (4) parking stalls, 52,479 sq ft. outdoor storage area, and landscaping. Lot 7 improvements include a 7,002 sq ft., two story office building, 22 parking spaces, a trash enclosure, and landscaping.

Application materials state that 10 employees will occupy the office building during normal business hours of 7AM-5PM. The site plan, landscape plan, and building elevations are attached.

During the May 15, 2013 regular meeting, the Planning Commission made some comments and recommendations. The recommendations include:

1. The Planning Commission recommended that a Maintenance Plan for the upkeep of the outdoor storage aggregate base be required as part of the Site Plan Development Agreement. The Planning Commission was concerned with weed growth and general upkeep of the aggregate base.

   Municipal Code Section 16-21-20(c)(5) requires a plan for perpetual maintenance and dust abatement to be approved by the Engineering Department. Staff will be working with the applicant during the remainder of the site plan review relative to the development of the Maintenance Plan, and no building permits will be issued for the site until both the Maintenance Plan and the Site Plan Development Agreement are executed by the applicant.

The current presentation is intended for the Town Board's information. Should the Town Board have any comments or concerns pertaining to this project, please refer such comments to staff during the presentation so that they may be conveyed to the applicant and their consultant(s). The site plan will be approved administratively through the Town's standard site plan process.

Conformance with Comprehensive Plan: The application is consistent with the following Commercial and Industrial goals and policies of the Comprehensive Plan:

Goals:

1. *All commercial and industrial development should provide a safe, aesthetically-appealing and healthy environment which does not have adverse impacts on surrounding areas.*
3. *Windsor should continue to encourage and promote commercial and industrial development, redevelopment and expansions in order to strengthen its tax base, increase revenue sources, and provide high-quality employment opportunities for its residents.*
4. *Encourage industrial uses to locate in areas which lessen the impact on the downtown area of Windsor.*

Policies:

6. *All commercial and industrial site plans should provide landscaping plans for the exterior portions of the buildings, walkways, parking lots, and street frontages; develop specific landscaping regulations and requirements to implement this policy.*
10. *Encourage employment centers to locate in areas where traffic generation and environmental impacts will have the least impact on adjacent areas, and where connections to existing economic activity can be maximized.*

Conformance with Vision 2025: The proposed application is consistent with Goal 3 (Grow and Diversify the Windsor Economy) of the Vision 2025 document.

Notification: The Municipal Code does not require notification as this item is for presentation purposes.

Recommendation: No recommendation as this item is for presentation purposes.

Enclosures: Application materials
Excerpt from May 15, 2013 draft Planning Commission minutes
Presentation slides

pc: Mike Butler, Project Manager, Moltz Construction
Loren Bley, Bley Associates, applicant's architect

TOWN OF WINDSOR PLANNING DEPARTMENT
301 Walnut Street, Windsor, CO 80550
Phone: 970-674-2415; Fax: 970-674-2456

For office use only:
Project ID No.

LAND USE APPLICATION FORM

Land use applications shall include all items listed in the application submittal checklist and the Town of Windsor Municipal Code. The Town of Windsor Planning Department reserves the right to refuse to accept incomplete submittals. Please see the Town's Municipal Code (Code) for submittal requirements.

APPLICATION TYPE:

____ ANNEXATION
____ MASTER PLAN
____ REZONING
____ MINOR SUBDIVISION
____ LOT LINE ADJUSTMENT
____ MAJOR SUBDIVISION
____ SITE PLAN
____ ADMINISTRATIVE SITE PLAN
_X_ SITE PLAN - Qualified Commercial or Industrial (Fast Track)

STATUS:
(for MAJOR SUBDIVISIONS and SITE PLANS *only*)

____ Preliminary
_X_ Final

PROJECT NAME*: MOLTZ CONSTRUCTION, INC.

LEGAL DESCRIPTION*: LIN 3W COM LOT 6 BLK 3 WINDSOR COMMONS 3FG
LIN 3W COM LOT 7 BLK 3 WINDSOR COMMONS 3FG

PROPERTY ADDRESS (if available): 990 MERCHANT CT
975 MERCHANT CT

PROPERTY OWNER (APPLICANT):	
Owner's Name(s)*:	MOLTZ CONSTRUCTION, INC.
Company:	MOLTZ CONSTRUCTION, INC.
Address*:	2881 31ST AVE STE F3 GREELEY, CO. 80631
Primary Phone #*: 970.330.3248	Secondary Phone #: 719.539.7695
Fax #*: 970.330.5623	E-Mail*: mike@moltzconstruction.com

OWNER'S AUTHORIZED REPRESENTATIVE:	
Representative's Name:	MIKE BUTLER, PROJECT MANAGER
Company:	MOLTZ CONSTRUCTION, INC.
Address:	2881 31ST AVE STE F3 GREELEY, CO 80631
Primary Phone #: 970.330.3248	Secondary Phone #: 719.539.7695
Fax #: 970.330.5623	E-Mail: mike@moltzconstruction.com

All correspondence will only be sent to the owner's authorized representative. It is the sole responsibility of the representative to distribute correspondence to the owner and other applicable parties, i.e. engineers, architects, surveyors, attorneys, consultants, etc.

I hereby depose and state under the penalties of perjury that all statements, proposals, and/or plans submitted with or contained within the application are true and correct to the best of my knowledge.

Signature: Owner or Owner's Authorized Representative** — Date: 3/21/13

**Proof of owner's authorization is required with submittal if signed by Owner's Authorized Representative.

Mike Butler
Print Name(s)

*Required fields

BLEY ASSOCIATES ARCHITECTS

TOWN OF WINDSOR
PLANNING DEPARTMENT

CONCEPT REVIEW
for

WINDSOR COMMONS BUSINESS PARK
Merchant Court, Block 3, Lots 6,7, 3rd Filing

MOLTZ CONSTRUCTION, INC
Office/Storage Buildings

NARRATIVE

Moltz Construction, Inc. is a General Contractor and also provides construction management, primarily for the construction of municipal and industrial water and wastewater related projects.

Moltz Construction's home office is located in Salida, Colorado since the company's inception in 1989. Please refer to Company Profile attached herewith. Moltz Construction is proposing to move their northern Colorado company branch, currently located in Greeley, Colorado to the Windsor Commons Business Park. The new location in Windsor, Colorado would accomodate their need for expanded office and storage buildings.

Lot 7 of the Windsor Commons Park would accomodate the construction of a 60'x 60' two level, 7002 square foot office building with garage space. The first floor, including the garage space, is 3836 SF; the second floor is 3166 SF for a total square footage of 7002 square feet. Both levels of the building shall be used for office functions (B2 Occupancy). Two stair exits are provided from the second level. A One-Hour fire separation is provided as indicated on the Drawings. Entire lot is to be paved with concrete or asphalt with the exception of the area of building footprint and landscaped areas.
Approximately ten employees would occupy and use the building on Lot 7 during normal business hours of approximately 7 AM to 5 PM.

Lot 6 of the Windsor Commons Park would accomodate a 60' x 120' single level maintenance/warehouse building structure. The building space shall include a One-Hour fire separation wall and a restroom for employee use. Hardscaping includes an asphalt circular service drive and concrete parking area. Also, Lot 6 shall include space for layout and storage of equipment used in Moltz Construction's operation. The area for layout and storage is indicated on the Drawings. The entire layout and storage area shall be covered with road base.

5312 WEST 9TH STREET DRIVE, #150 • GREELEY, CO 80634 • (970) 330-3322 • Fax (970) 330-2919

PLANNING COMMISSION REGULAR MEETING
MAY 15, 2013 – 7:00 P.M.
Town Board Chambers, 301 Walnut Street, Windsor, CO 80550

Minutes

A. CALL TO ORDER

1. Chairman Schick called the regular meeting of the Windsor Planning Commission to order on May 15, 2013 at 7:00 p.m.

2. Roll Call

The following Planning Commission members were present:		Gale Schick Paul Ehrlich Jr. Ken Gerlach Wayne Frelund
Also Present:	Chief Planner	Scott Ballstadt
	Associate Planner	Brett Walker

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

   Mr. Ehrlich moved to approve the agenda as presented. Mr. Frelund seconded the motion. Roll call on the vote resulted as follows: Yeas – Gale Schick, Paul Ehrlich, Ken Gerlach, Wayne Frelund; Nays – None. Motion carried.

4. Public Invited to be Heard
   There was no public comment.

B. CONSENT CALENDAR

1. Approval of the minutes of May 2, 2013

   Mr. Ehrlich moved to approve the minutes as presented. Mr. Gerlach seconded the motion. Roll call on the vote resulted as follows: Yeas – Gale Schick, Paul Ehrlich, Ken Gerlach, Wayne Frelund; Nays – None. Motion carried.

C. BOARD ACTION

1. Site Plan Presentation – Windsor Commons Third Filing, Lots 6 & 7, Block 3 – 975 & 990 Merchant Court - Mike Butler, Moltz Construction, applicant/Loren Bley, Bley Associates, architect – B. Walker

   Mr. Walker stated Moltz Construction, a general contractor, has proposed to construct an office building and storage building in the Limited Industrial (I-L) zoning district. The structures are to be located on two lots – Lot 6 is 2.3± acres (103,155 sq. ft.) and Lot 7 is 0.7± acres (31,115 sq. ft.). Improvements on Lot 6 include a 7,200 sq. ft. storage/warehouse building, four (4) parking stalls, 52,479 sq. ft. outdoor storage area, and landscaping. Lot 7 improvements include a 7,002 sq. ft., two story office building, 22 parking spaces, a trash enclosure, and landscaping.

   Mr. Walker clarified the application materials state that 10 employees will occupy the office building during normal business hours of 7AM-5PM. He noted the site plan, landscape plan, and building elevations were included in the packet materials for review.

   Mr. Walker reminded Commissioners this evening's presentation is intended for the Planning Commission's information, and any comments or concerns pertaining to this project should be

referred to staff during the presentation so that they may be conveyed to the applicant and their consultant(s). The site plan will be approved administratively through the Town's standard site plan process. Additionally, the applicant has been advised that another similar site plan presentation is scheduled for June 10, 2013 for the Windsor Town Board.

Mr. Ehrlich inquired what paving materials would be used for the storage lot. Mr. Walker replied the applicant would be using CDOT Class 5 or Class 6 aggregate base. Mr. Ehrlich also asked if there was a plan for maintenance of the lot. Mr. Ballstadt responded that the Town would require a maintenance plan to be incorporated in the Site Plan Development Agreement.

2. Site Plan Presentation – Great Western Industrial Park Fourth Filing, Lots 2 & 3, Block 3 – 31730 & 31750 Great Western Drive – John Pottorf, Helmerich & Payne International Drilling Co., applicant/Omar Herrera, PE, Lamp Rynearson & Associates, applicant's representative – B. Walker

Mr. Walker began by telling Commissioners the applicant, Helmerich & Payne (H & P) International Drilling Company, represented by Mr. Omar Herrera of Lamp Rynearson, is proposing a rig storage yard in the Heavy Industrial (I-H) zoning district along the east side of Great Western Drive. The proposed use will utilize 7.3 acres of land, situated on two lots in the Great Western Industrial Park Subdivision. H & P provides services to the oil and gas industry. According to the applicant, the proposed use is for a three-year lease and includes equipment storage of the following:

- Portable storage containers
- Portable boilers
- Drilling rigs
- Other drilling related equipment

Mr. Walker added there will be two full-time employees at the site, and the site will be accessible 24 hours a day. A portion of the storage area will be fenced to secure valuable equipment. He noted the site is located south of the recently approved Blue Water Resources site plan, and access to the site will utilize Blue Water Resources' southern access point.

Mr. Walker reminded Commissioners this evening's presentation is intended for the Planning Commission's information, and any comments or concerns pertaining to this project should be referred to staff during the presentation so that they may be addressed during staff's review of the project. The site plan will be reviewed and approved administratively by staff, however, if the project review process reveals issues that cannot be resolved between the applicant and staff, the site plan will be brought back to the Planning Commission for review. Additionally, the applicant has been advised that another similar site plan presentation by the applicant is scheduled on Monday, June 10, 2013 for the Windsor Town Board.

Mr. Ehrlich asked if the property is leased, and if that is why the structure appears to be a temporary structure. He expressed concerns if the structure were to remain beyond the three year lease period, and asked staff consider that alternative and address the temporary facility while being consistent with other planning criteria. Mr. Ballstadt interjected staff will incorporate those comments in their review of the project, and deadlines for the temporary use will be addressed in the Site Plan Development Agreement. Mr. Ballstadt also stated that staff could include a requirement that the applicant be required to come back before the Planning Commission and Town Board for further approval if the applicant would like to continue the use beyond three years. Mr. Schick added this issue should be reviewed and noted "temporary" can have many definitions. Mr. Frelund asked if the storage area would house pipe and drilling supplies. The applicant answered it would.

SITE PLAN PRESENTATION

WINDSOR COMMONS
THIRD FILING, LOTS 6 & 7, BLOCK 3

MOLTZ CONSTRUCTION
975 & 990 MERCHANT COURT

Brett Walker, Associate Planner
June 10, 2013

Town Board

Item C.8

QUALIFIED COMMERCIAL & INDUSTRIAL SITE PLAN

Article IX of Chapter 17 of the Municipal Code outlines the purposes of the Qualified Commercial & Industrial Site Plan process such that:

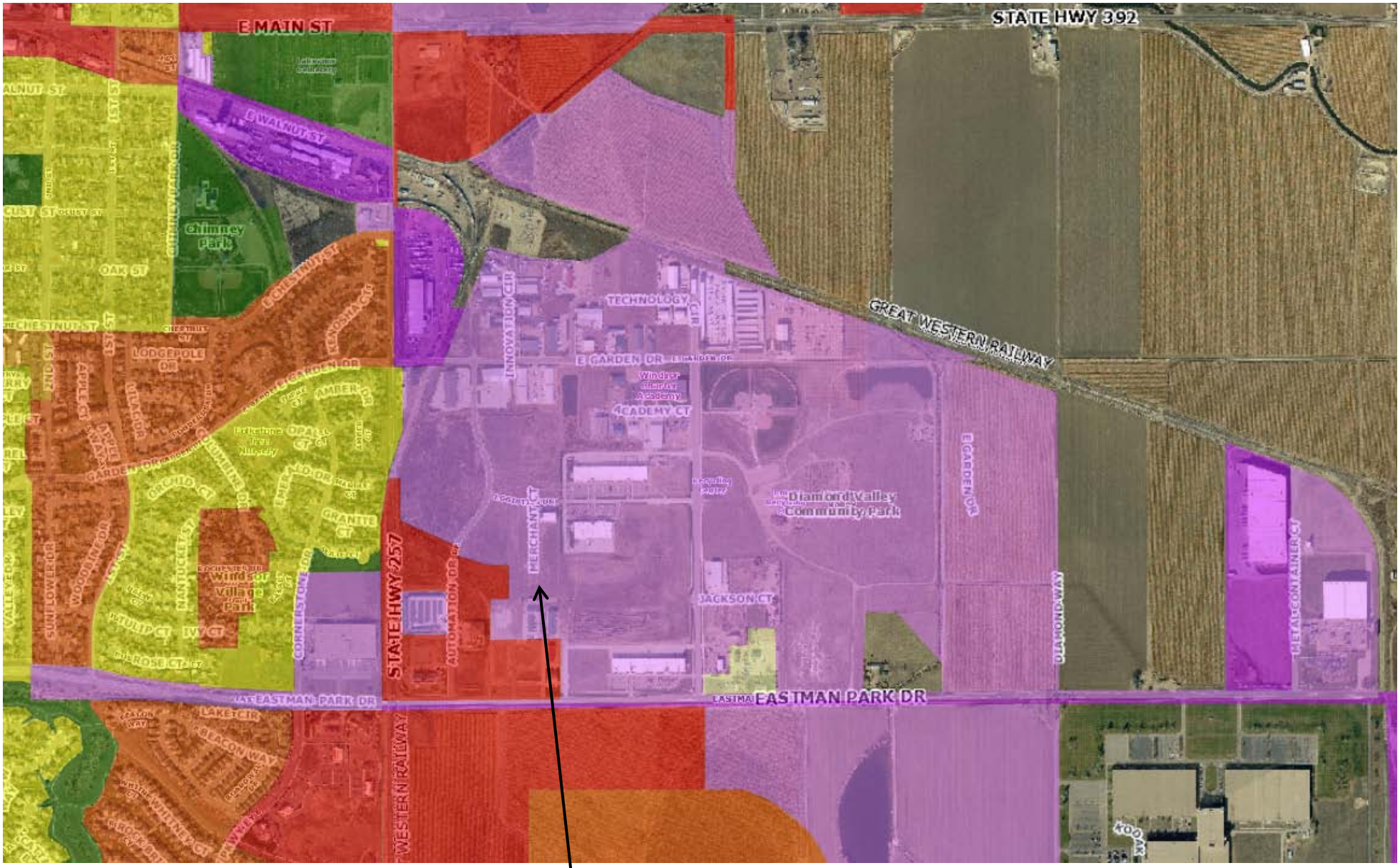
Sec. 17-9-10. Intent and Purpose

"Commercial and industrial site plans proposed to be developed on lots that have either previously been subdivided or are presently being subdivided as part of a minor subdivision shall qualify for administrative site plan review in accordance with the requirements of this Section."

SITE VICINITY MAP

Site Location

SITE PROXIMITY ZONING MAP



Site Location – Zoned Limited Industrial (I-L)

MOLTZ CONSTRUCTION SITE PLAN

WINDSOR COMMONS SUBDIVISION, THIRD FILING, LOTS 6 AND 7, BLOCK 3 (MOLTZ CONSTRUCTION, INC.)

Revised 1/27/10

Standard General Notes for Construction Plans

1. All street, sanitary sewer, storm sewer and waterline construction shall conform to the Town of Windsor Standards and Specifications current at the date of execution of the Development Agreement pertaining to this development. Any construction occurring three years or more after the execution of the Development Agreement shall require re-examination of the plans by the Town Engineer, who may require that they be made to conform to standards and specifications current at that time.

2. All waterline construction shall conform to the Fort Collins-Loveland Water District Standards and Specifications current at the date of construction.

3. All sanitary sewer construction shall conform to the South Fort Collins Sanitation District Standards and Specifications current at the date of construction.

4. Sanitary sewer service shall be provided to each lot via individual sewage disposal systems.

5. Street paving shall not begin until subgrade compaction tests are taken and the Town Engineer approves the results.

6. The contractor shall comply with all requirements of the soils report prepared for this project and approved by the Town Engineer.

7. Prior to commencement of any construction, the contractor shall provide the Town Engineer 24 hours advanced notice. Phone (970) 686-7476.

8. Temporary erosion control measures shall be provided by the contractor during construction as identified on the Erosion Control Plan. Maintenance of onsite drainage and erosion control facilities during construction shall be the responsibility of the Contractor.

9. Prior to commencement of any construction, the contractor shall contact all utilities to coordinate schedules.

10. Prior to commencement of any construction that will affect traffic signs of any type, the contractor shall contact the Town Engineer. Phone (970) 686-7476.

11. All traffic control devices, striping and signing shall be in accordance with the Manual on Uniform Traffic Control Devices.

12. The contractor shall contact the Town of Windsor Construction Inspector prior to any street cut. The existing street condition shall be documented by the Town of Windsor Construction Inspector before any cuts are made. Any street patching shown on the drawings is approximate. Actual limits of street patch shall be determined by the Town of Windsor Construction Inspector. Patching shall be done in conformance with Town of Windsor Division 1 Streets Design Criteria and Construction Specifications (section 02545). All large patches shall be paved with an asphalt lay-down machine. In streets where more than one cut is made, an overlay of the entire street width, including the patched area, may be required. In accordance with the referenced specifications, the Town Engineer shall make the determination of the need for a complete overlay.

13. All damaged existing curb, gutter, and sidewalk shall be repaired prior to acceptance of completed improvements.

14. The type, size, location and number of all known underground utilities are approximate when shown on these construction drawings. It shall be the responsibility of the contractor to verify the existence and location of all underground utilities along the route of the work prior to commencing any new construction. The contractor shall be responsible of any unknown underground utilities.

15. The contractor shall notify the Town of Windsor Public Works Department at (970) 686-7476 at least 48 hours prior to installing a new sewer service.

16. The contractor shall notify the Town of Windsor Public Works Department at (970) 686-7476 at least 48 hours prior to installing a new water service or abandoning an existing water service.

17. The Town of Windsor shall not be responsible for operation, maintenance or repair of storm drainage facilities located on private property.

18. The Contractor shall be responsible for obtaining the services of a qualified testing laboratory to perform all compaction testing, asphalt testing, concrete testing and any other testing as may be required to complete the work. Quality Control test results must be submitted for all phases of this project per the Town's requirements.

19. The Contractor shall maintain one (1) set of "redlined" prints of the construction plans. The "redlined" prints shall be kept current to accurately represent the dimensions and locations of all work performed by the Contractor. Prior to final payment, the Contractor must present the "redlined" prints to the Owner's engineer for preparation of a set of reproducible "Record Drawings" which shall be submitted to the Town within 30 days of construction acceptance of the project by the Town.

20. The Owner/Developer shall be responsible for providing all required lot staking and construction staking. The Contractor shall coordinate through the Owner's designated representative to assure that the surveyor is given adequate notice and instruction in order to complete the survey requirements for the various phases of the work. The Contractor shall be responsible for the cost of re-surveying required due to the Contractor's or subcontractor's activities. The Contractor shall be responsible for the costs associated with rescheduling the surveyor to accommodate the Contractor's requests for unscheduled staking.

Revised 1/27/10

Standard General Notes for Construction Plans (CONT)

21. The Contractor shall provide and implement a "Traffic Control Plan" related to all construction activities for this project.

22. The Contractor shall perform all work according to all Town, County, State and Federal safety and health regulations. In particular, the trenching and open excavation operations shall comply with all current O.S.H.A. regulatory requirements.

23. All construction activities must comply with the State of Colorado permitting process for "Stormwater Discharges Associated with Construction Activity." For information contact the Colorado Department of Health, Water Quality Control Division, WQCD-PE-B2, 4300 Cherry Drive South, Denver, Colorado, 80246-1530. Attention: Permits and Enforcement Section. Phone (303) 692-3590.

24. If dewatering is to be used to install utilities, a State Construction Dewatering Discharge Permit is required if discharge is into a storm sewer, channel, irrigation ditch, or any waters of the United States.

25. The engineer who has prepared these plans, by execution and/or seal hereon, does hereby affirm responsibility to the Town of Windsor, as a beneficiary of said engineer's work, for any errors and omissions contained in these plans, and approval of these plans shall not relieve the engineer who has prepared these plans of any such responsibility.

26. The contractor shall have a registered land surveyor tie out and reset any property corners or section corners planned to be disturbed by construction of this project and shall have a registered land surveyor reestablish any property corners or section corners inadvertently disturbed during construction of this project

Show benchmark information separate from general notes. Use and call out NAVD 1988 datum.

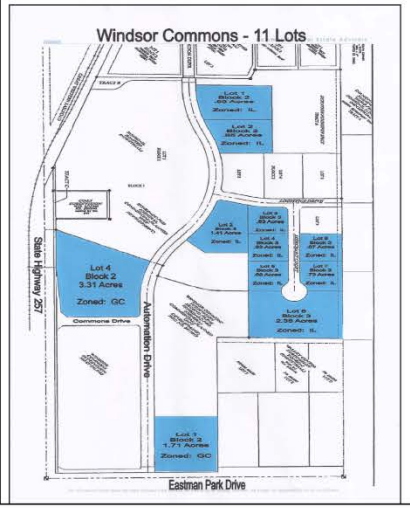
Utility Plan Notes

1. All waterlines shall be C900, DR 18 PVC pipe with a minimum 12 gage insulated tracer wire.

2. All waterlines shall be buried a minimum of 5 feet below finished grade.

3. Maintain 10 feet of horizontal separation and 18 inches of vertical separation between all sewer and water lines.

VICINITY MAP



DESCRIPTION

A plat of a parcel of land in the TOWN OF WINDSOR, County of Weld, Colorado, located in the Section 22 T 06, Range 67 and more particularly described as follows:

Lot(s) 6 and 7, Block 3, Windsor Commons Subdivision Third Filing, Town of Windsor, County of Weld, State of Colorado recorded in the County of Weld, Colorado, on 11/30/2004 Reception Number 3239492.

ACKNOWLEDGEMENT OF OWNERSHIP INTEREST

Know all men by these presents that the undersigned, being all the owners, lienholders, and holders of any ownership interest as defined by the Town of Windsor, of the land described hereon, have caused such land to be site planned as indicated on this site plan. The within site plan is submitted in accordance with the Windsor Municipal Code. It is hereby acknowledged that all construction, use and development of this property will be in strict accordance with this site plan. It is further acknowledged that deviation from this site plan without the express written consent of the Town of Windsor may result in revocation of the Town's approval of the site plan, denial of building permits, refusal to issue certificates of occupancy, injunctive relief prohibiting use of the property and other remedies available to the Town under the Windsor Municipal Code and other applicable laws of the State of Colorado. Know all men by these presents that the undersigned have caused said land to be laid out and site planned under the name of Windsor Commons Subdivision Third Filing, Lots 6 & 7, Block 3 Site Plan (Moltz Construction, Inc)

In witness whereof, we have hereunto set our hands and seals this the

_____ day of _____, 20____.

_____

Mike Butler, Owner Representative, Project Manager
Moltz Construction Inc., a Colorado Corporation

NOTARIAL CERTIFICATE (To be used in conjunction with all owner's signatures)

STATE OF _____)

COUNTY OF _____)ss

The foregoing instrument was acknowledged before me by Mike Butler, this

_____ day of _____, 20____.

My commission expires: _____

_____

Notary Public

(SEAL)

PROJECT TEAM

OWNER

MOLTZ CONSTRUCTION INC.
2881 31st. Ave. STE 5A
Greeley, CO 80631
(970) 330-3248

ARCHITECT

BLEY ASSOCIATES, INC.
5738 26th St.
Greeley, CO 80634
P: (970) 330-3322
F: (970) 330-2919

CIVIL ENGINEER

NORTH STAR DESIGN INC.
700 Automation Drive, Unit 1
Windsor, CO 80550
P: 970-686-6934
F: 970-686-1188

STRUCTURAL ENGINEER

WEEKS & ASSOCIATES, INC.
4700 College Ave.
Fort Collins, CO 80525
(970) 225-2422

ELECTRICAL / MECHANICAL

PRIEST ENGINEERING
Greenwood Executive Park, Bldg. 3
6486 Quebec. St.
Centennial, CO 80111
P: 303-773-8773
F: 303-774-8333

GEOTECH

NORTHERN COLORADO GEOTECH
2456 29th St., Unit 21
Greeley, CO 80631
(970) 506-9244

DRAWING INDEX

1 PROJECT INFORMATION
2 SITE PLAN
3 LANDSCAPE PLAN
4 UTILITY PLAN
5 GRADING PLAN
6 DRAINAGE & EROSION CONTR. PLAN
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8 CIVIL DETAILS
9 EXTERIOR ELEVATIONS
10 EXTERIOR ELEVATIONS
11 WAREHOUSE ELEVATIONS
12 SITE DETAILS

EASEMENT APPROVAL

Utility easements are adequate as shown and are hereby approved.

_____ _____ _____
Town of Windsor Public Works Department — Century Link Communications — Xcel Energy

_____
Comcast Cable

ENGINEERING DEPARTMENT APPROVAL

Approved this the _____ day of _____, 20_____.

_____
Director of Engineering

PLANNING DEPARTMENT APPROVAL

Approved this the _____ day of _____, 20_____.

_____
Director of Planning

MAYOR'S CERTIFICATE

This is to certify that a site plan of the property described herein is approved by the Town of Windsor passed and adopted on this the _____ day of_____, 20___, A.D. and that the Mayor of the Town of Windsor, on behalf of the Town of Windsor, hereby acknowledges and adopts the said site plan upon which this certificate is endorsed for all purposes indicated thereon.

_____ ATTEST: _____
Mayor — Town Clerk

TOWN MANAGER'S APPROVAL

Approved this the _____ day of _____, 20_____.

_____
Town Manager

PUBLIC WORKS DEPARTMENT APPROVAL

Approved this the _____ day of _____, 20_____.

_____
Director of Public Works

PREPARER'S CERTIFICATE

I certify that this Windsor Commons Subdivision Third Filing, Lots 6 & 7, Block 3 Site Plan (Moltz Construction, Inc) was prepared by me or under my direct supervision.

_____
Signature
Preparer of Windsor Commons Subdivision Third Filing, Lots 6 & 7, Block 3 Site Plan (Moltz Construction, Inc)

_____
Print Name
Preparer of Windsor Commons Subdivision Third Filing, Lots 6 & 7, Block 3 Site Plan (Moltz Construction, Inc)

NOTICE OF OTHER DOCUMENTS

All persons take notice that certain documents have been executed pertaining to this development, which create certain rights and obligations of the development, the developer and/or subsequent owners of all or portions of the development site, many of which obligations constitute promises and covenants that run with the land. These documents are of record and are on file with the director of planning of the Town of Windsor and should be closely examined by all persons interested in purchasing any portion of the development site.

DATE: 2.27.13
PROJECT NO.:
DRAWN: RM
CHECKED: LB

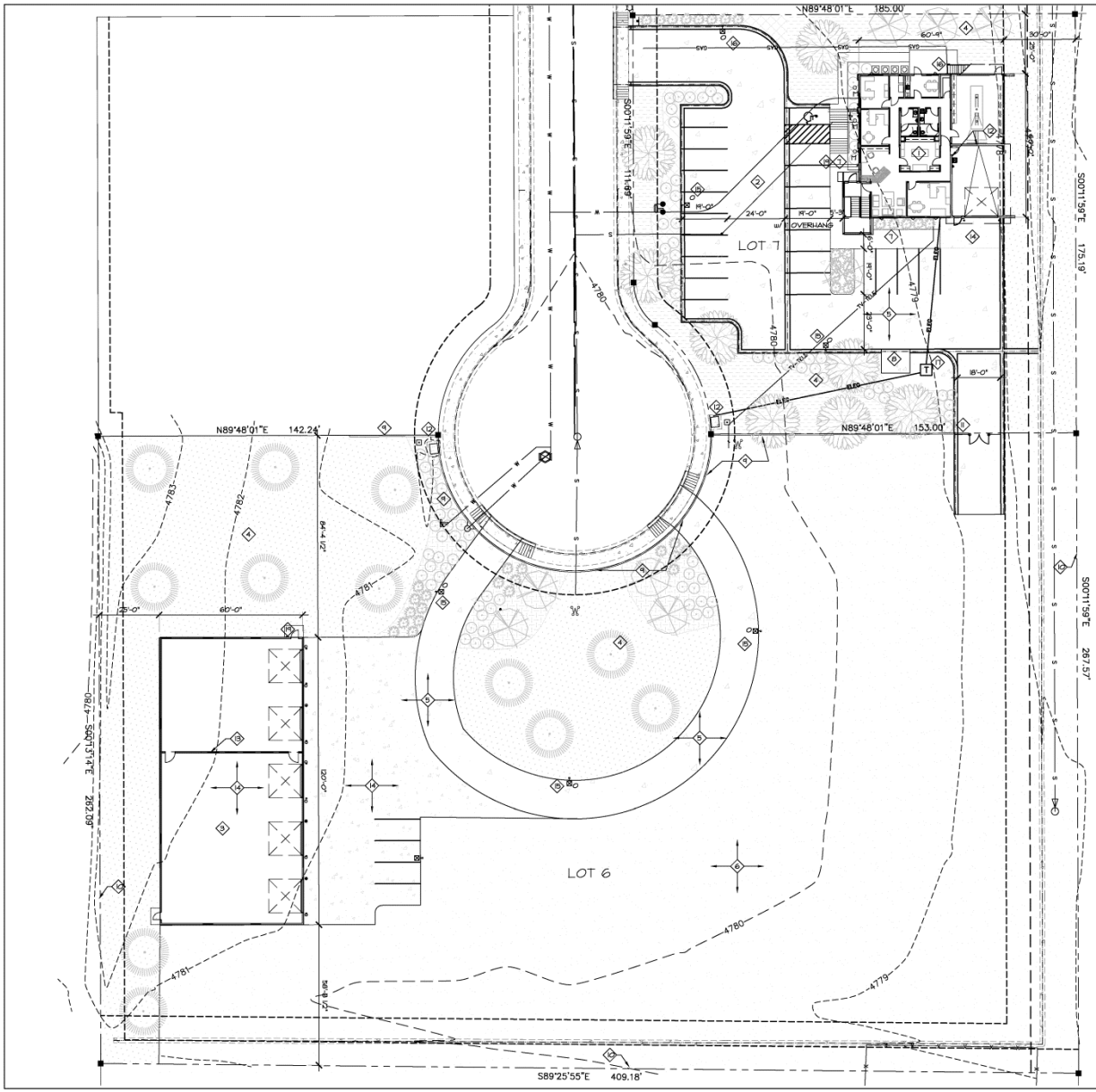
REVISION:	DATE:	BY:
1	5/17/13	RM

WINDSOR COMMONS SUBDIVISION, THIRD FILING, LOTS 6 & 7, BLOCK 3 (MOLTZ CONSTRUCTION, INC.)

BLEY ASSOCIATES
ARCHITECTS PLANNERS
5312 W. 9TH STREET DRIVE
GREELEY, COLORADO

PROJECT INFORMATION

SITE PLAN



WINDSOR COMMONS SUBDIVISION THIRD FILING, LOTS 6 & 7, BLOCK 3 SITE PLAN (MOLTZ CONSTRUCTION INC)

PARKING:	22 - LOT 5 (OFFICE BUILDING) 4 - LOT 6 (WAREHOUSE BUILDING)
APPLICABLE CODE:	2006 INTERNATIONAL BUILDING CODE
TYPE OF CONSTRUCTION:	TYPE 5, NON-RATED
OCCUPANCY CLASSIFICATION:	B-2
NUMBER OF STORIES:	TWO STORIES FIRST FLOOR - SLAB ON GRADE SECOND FLOOR - CONCRETE SLAB OVER METAL DECK
ALLOWABLE HEIGHT	35'-0" MAX BLDG HEIGHT ALLOWABLE
DESIGN FLOOR AREA:	FIRST FLOOR 3836 SF SECOND FLOOR 3166 SF TOTAL 7002 SF
FIRE PROTECTION	ONE (1) HOUR FIRE RATED BUILDING SEPARATIONS AS FOLLOWS: REFER TO MAP PLAN E. FIRST FLOOR/ SECOND FLOOR 1620 SF W. FIRST FLOOR/ SECOND FLOOR 4712 SF GARAGE 670 SF TOTAL 7002 SF FIRE RESISTANT CMU LOAD BEARING WALL IBC 720.1(2), ITEM #3-1.4 FIRE EXTERIOR C BOTH FIRST & SECOND FLOOR AS INDICATED ON DRAWINGS.

SITE PLAN NOTES

1. PROPOSED 60' x 60' 2-STORY BUILDING WITH 30' x 22' SHOP & 12' H. OVERHEAD DOOR
2. PARKING LOT - 22 SPACES 9' x 19'
3. PROPOSED 60' x 120' BUILDING WITH (5) 14' x 14' OVERHEAD DOORS
4. LANDSCAPE AREA
5. ASPHALT DRIVE & PARKING AREA WITH 4 SPACES 9' x 19'
6. LAY-DOWN STORAGE AREA - ROAD BASE (52,479 S.F.) ALLOWABLE 55,252 S.F. (65% OF 85,003 S.F.)
7. SIDEWALK
8. TRASH COURT
9. ORNAMENTAL SCREEN FENCE
10. CHAIN LINK FENCE - VINYL COATED OR SIMILAR
11. CHAIN LINK GATE
12. TRANSFORMER (150 KVA)
13. BUILDING - 1 HR. RATED FIREWALL (REF. PLAN)
14. 5" CONC. BLDG. PAD / 5" CONC. PAVING (EXTERIOR)
15. EXTERIOR PARKING / DRIVE POLE LIGHTS (REF. TO ELECT. DWGS)
16. GAS LINE ENTRY METER EXTERIOR AT STOR. RM. #112
17. TRANSFORMER PAD (75 KVA)
18. -not used-

R. KNOX BOX

1/2 SITE PLAN
1" = 20'-0"

ALL LAND AND ENGINEERING INFORMATION PROVIDED BY NORTH STAR DESIGN, INC.

North Star design, inc.
700 Automation Drive, Unit I
Windsor, Colorado 80550
Phone: 970-686-6939
Fax: 970-686-1188

DATE: 2.27.13
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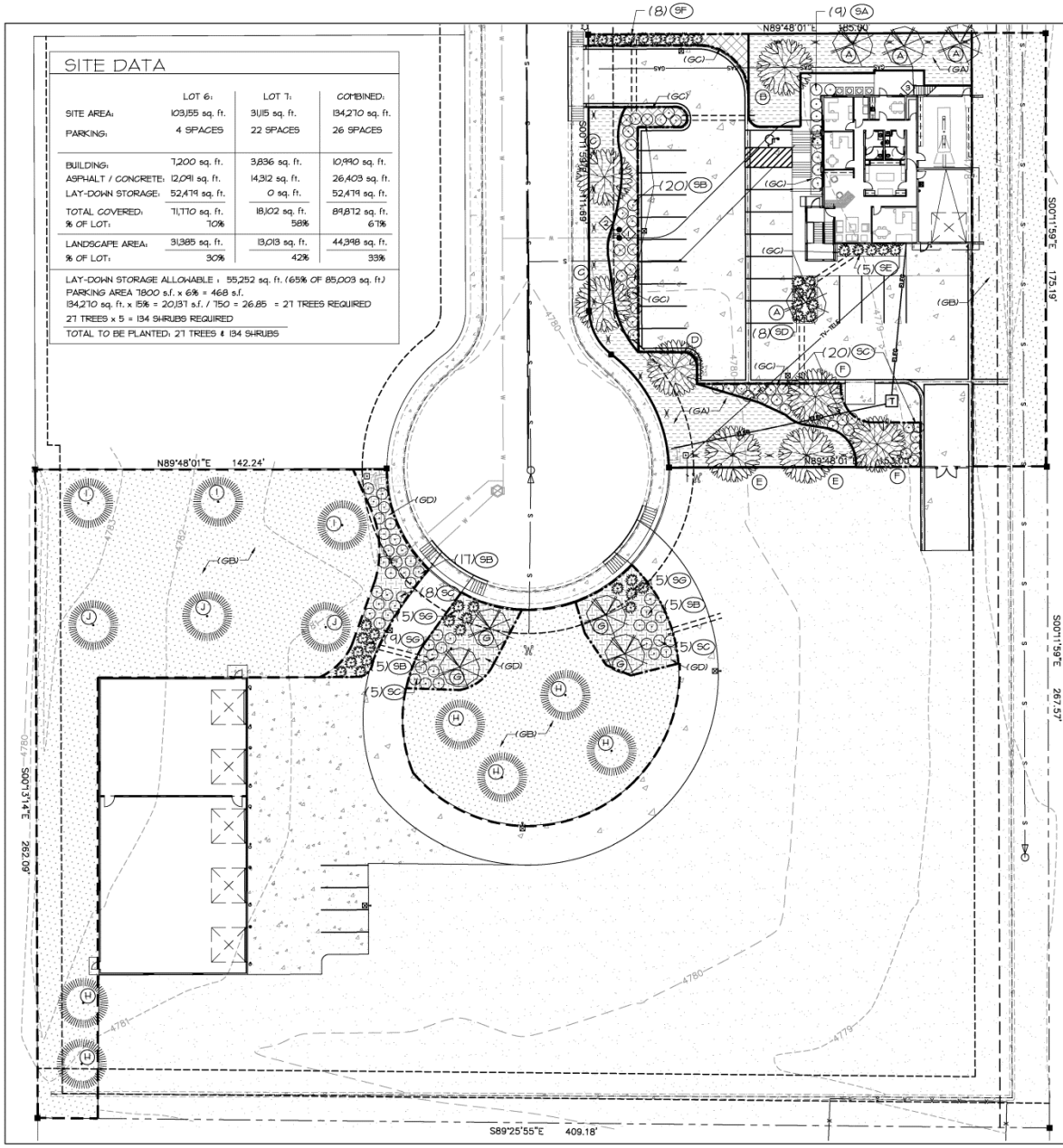
WINDSOR COMMONS SUBDIVISION, THIRD FILING, LOTS 6 & 7, BLOCK 3 (MOLTZ CONSTRUCTION, INC.)

BLEY ASSOCIATES
ARCHITECTS PLANNERS
5312 W. 8TH STREET, DRIVE
GREELEY, COLORADO

SITE PLAN

LANDSCAPE PLAN



SITE DATA

	LOT 6:	LOT 7:	COMBINED:
SITE AREA:	103,155 sq. ft.	31,115 sq. ft.	134,270 sq. ft.
PARKING:	4 SPACES	22 SPACES	26 SPACES
BUILDING:	7,200 sq. ft.	3,836 sq. ft.	10,990 sq. ft.
ASPHALT / CONCRETE:	12,091 sq. ft.	14,312 sq. ft.	26,403 sq. ft.
LAY-DOWN STORAGE:	52,479 sq. ft.	0 sq. ft.	52,479 sq. ft.
TOTAL COVERED:	71,770 sq. ft.	18,102 sq. ft.	89,872 sq. ft.
% OF LOT:	70%	58%	67%
LANDSCAPE AREA:	31,385 sq. ft.	13,013 sq. ft.	44,398 sq. ft.
% OF LOT:	30%	42%	33%

LAY-DOWN STORAGE ALLOWABLE : 55,252 sq. ft. (65% OF 85,003 sq. ft.)
PARKING AREA 1800 s.f. x 6% = 468 s.f.
134,270 sq. ft. x 15% = 20,131 s.f. / 750 = 26.85 = 27 TREES REQUIRED
27 TREES x 5 = 134 SHRUBS REQUIRED
TOTAL TO BE PLANTED: 27 TREES & 134 SHRUBS

IRRIGATION NOTES

1. METER PIT - SEE CIVIL PLANS
2. SPRINKLER PIT - SEE CIVIL PLANS
3. SPRINKLER CONTROL - WALL MOUNTED BOX
4. IRRIGATION SYSTEM: RAINBIRD 1804 POP-UP HEAD W/ 15' NOZZLE
   DV100 VALVE
   GSF CONTROLLER
   POLY PIPE

LANDSCAPE LEGEND

- SHADE TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- SHRUB
- SHRUB
- ASPHALT
- CONCRETE
- ROADBASE
- (GA) SOD/ TURF - IRRIGATED
- (GB) HYDROSEED LOW GROW NATIVE MIX - NON-IRRIGATED W/ DRIP SYSTEM
- (GC) ORGANIC MULCH - SHREDDED REDWOOD, 3" DEPTH MIN.
- (GD) INORGANIC ROCK, 1 1/2" W/ NON WOVEN GEOTEXTILE FABRIC
- AUTOMATIC POP-UP IRRIGATION SYSTEM
- DRIP SYSTEM (ALL PLANTS & TREES)
- NON-IRRIGATED NATIVE GRASS (W/ DRIP SYSTEM)
- 4" PVC SLEEVE UNDER PAVING
- POP-UP SPRINKLER HEAD

PLANTING LEGEND

TREES:

ID	COMMON NAME	SCIENTIFIC NAME	QUANTITY	SIZE	TYPE
A	'SPRING SNOW' CRABAPPLE	MALUS X	3	1-1/2" CAL.	B&B
B	THORNLESS HONEY LOCUST	GLEDITSIA TRIACANTHOS INERMIS	1	2" CAL.	B&B
C	GREEN EMERALD MAPLE	THUJA OCCIDENTALIS	2	2" CAL.	B&B
D	CATALPA	CALTALPA SPECIOSA	1	2" CAL.	B&B
E	HACKBERRY	CELTIS OCCIDENTALIS	2	2" CAL.	B&B
F	WASHINGTON HAWTHORN	CRATAEGUS SPECIES	2	2" CAL.	B&B
G	FLOWERING CRABAPPLE 'RED SPIDER'	MALUS PENDULA	4	1-1/2" CAL.	B&B
H	AUSTRIAN PINE	PINUS NIGRA	7	6' HEIGHT	B&B
I	PONDEROSA PINE	PINUS PONDEROSA	3	6' HEIGHT	B&B
J	BLUE SPRUCE	PICEA PUNGENS	3	6' HEIGHT	B&B
	TOTAL:		28		

SHRUBS:

ID	COMMON NAME	SCIENTIFIC NAME	QUANTITY	SIZE	TYPE
SA	ROCK SPIREA	HOLODISCUS DUMOSUS	9	5 GALLON	CONTAINER
SB	COMPACT BURNING BUSH	EUONYMAS ALATUS COMPACTUS	47	5 GALLON	CONTAINER
SC	LODENSE PRIVET	LIGUSTRUM VULGARE 'LODENSE'	38	5 GALLON	CONTAINER
SD	'GOLD MOUND' SPIREA	SPIRAEA JAPONICA	8	5 GALLON	CONTAINER
SE	LEAD PLANT	AMORPHA CANESCENS	5	5 GALLON	CONTAINER
SF	KARE FORESTER REED GRASS	CALMAGROSTIS	8	5 GALLON	CONTAINER
SG	'SNOW MOUND' SPIREA	SPIRAEA NIPPONICA	19	5 GALLON	CONTAINER
	TOTAL:		134		

1/2 LANDSCAPE PLAN
1" = 20'-0"

ALL LAND AND ENGINEERING INFORMATION PROVIDED BY NORTH STAR DESIGN, INC.

North Star design, inc.
700 Automation Drive, Unit I
Windsor, Colorado 80550
Phone: 970-686-6939
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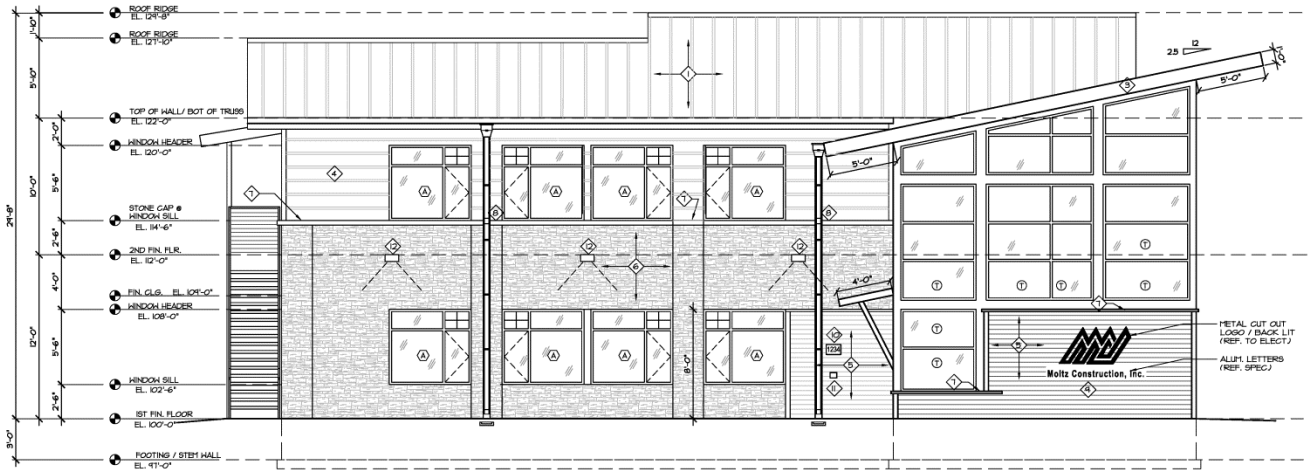
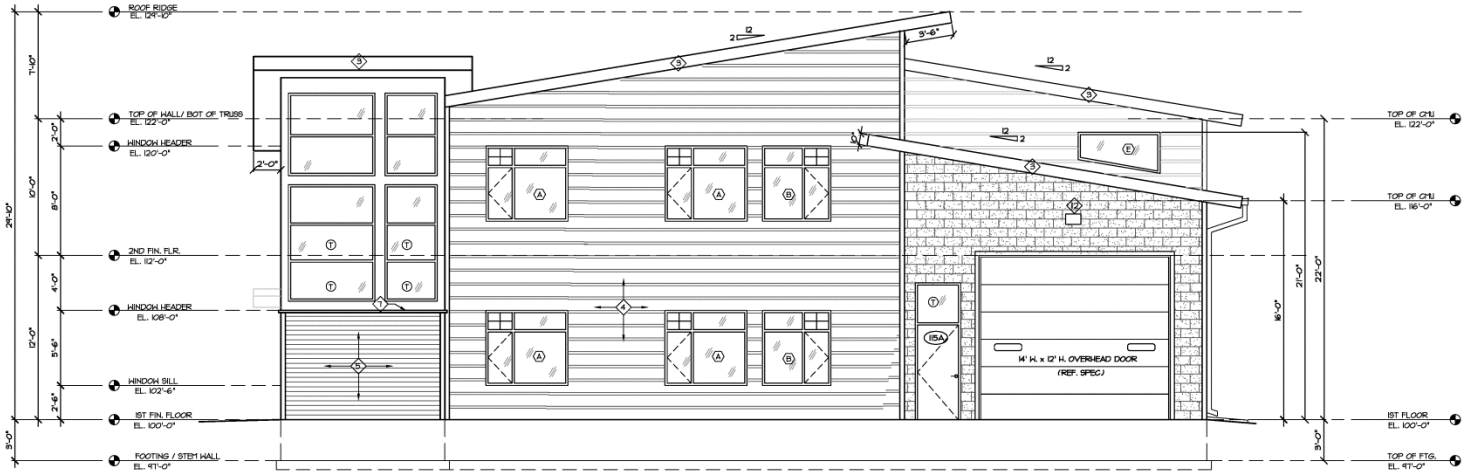
BLEY ASSOCIATES
ARCHITECTS PLANNERS
5312 W. 9TH STREET DRIVE
GREELEY, COLORADO

LANDSCAPE PLAN

BUILDING ELEVATIONS



1 WEST ELEVATION
1/4"=1'-0"



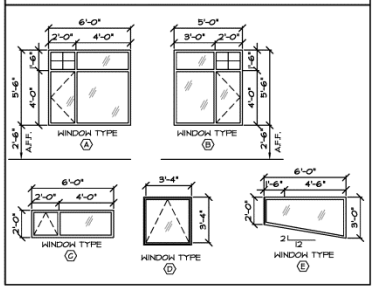
2 SOUTH ELEVATION
1/4"=1'-0"

GENERAL NOTES

1	SS - STANDING SEAM METAL ROOF	DARK BRONZE (50) METAL SALES
2	CMB - CORRUGATED METAL ROOF	
3	PRE-FINISHED METAL FASCIA	
4	METAL SIDING (TYPE 1)	ASH GRAY (25) METAL SALES
5	METAL SIDING (TYPE 2)	MISTIQUE PLUS (183) METAL SALES
6	SYNTHETIC STONE VENEER	SLATE GRAY ELDORADO STONE
7	BOX METAL SILL TRIM	
8	GUTTER / DOWNSPOUT ASSEMBLY (REF. ROOF PLAN)	
9	BACK LIGHT MOLTZ LOGO	
10	ADDRESS PLATE	
11	KNOX BOX	
12	WALL PACK EXT. LIGHT FIXTURE (SEE ELECT.)	
13	EXTERIOR CMU	SPLITFACE CHARCOAL NH ROBINSON BLOCK

WINDOW TYPES

WEATHERED COPPER (W50) METAL SALES



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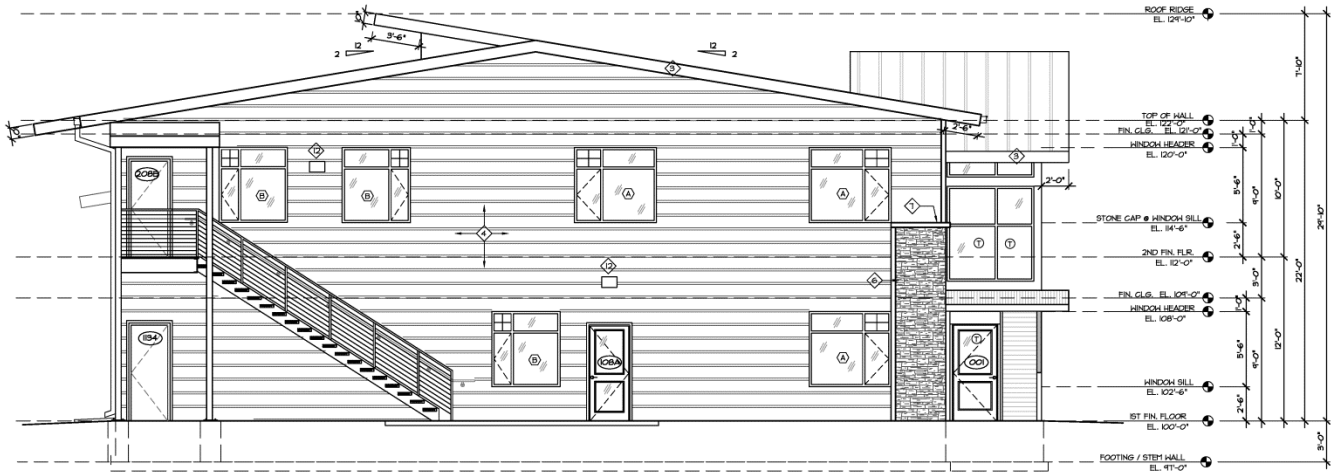
BLEY ASSOCIATES
ARCHITECTS PLANNERS
5312 W. 9TH STREET DRIVE
GREELEY, COLORADO

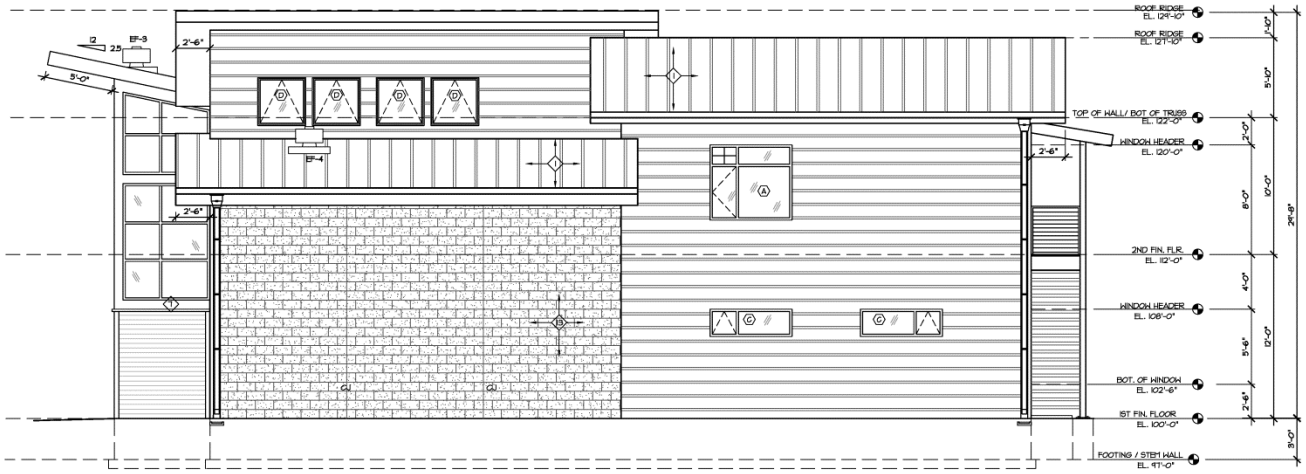
EXTERIOR ELEVATIONS

BUILDING ELEVATIONS



3 NORTH ELEVATION
1/4"=1'-0"

GENERAL NOTES	
1 SS - STANDING SEAM METAL ROOF	DARK BRONZE (50) METAL SALES
2 CMB - CORRUGATED METAL ROOF	
3 PRE-FINISHED METAL FASCIA	
4 METAL SIDING (TYPE 1)	ASH GRAY (25) METAL SALES
5 METAL SIDING (TYPE 2)	MISTIQUE PLUS (-83) METAL SALES
6 SYNTHETIC STONE VENEER	SLATE GRAY ELDORADO STONE
7 BOX METAL SILL TRIM	
8 GUTTER / DOWNSPOUT ASSEMBLY (REF. ROOF PLAN)	
9 BACK LIGHT MOLTZ LOGO	
10 ADDRESS PLATE	
11 KNOX BOX	
12 WALL PACK EXT. LIGHT FIXTURE (SEE ELECT.)	
13 EXTERIOR CMU	SPLITFACE CHARCOAL NH ROBINSON BLOCK



4 EAST ELEVATION
1/4"=1'-0"

DATE: 2.27.13
PROJECT NO.:
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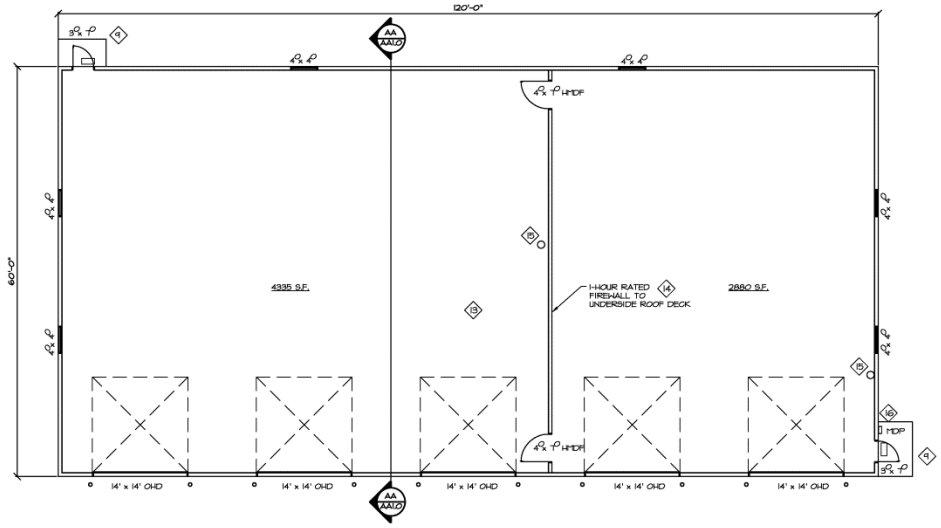
1	5/17/13	RM

WINDSOR COMMONS SUBDIVISION, THIRD FILING, LOTS 6 & 7, BLOCK 3 (MOLTZ CONSTRUCTION, INC.)

BLEY ASSOCIATES
ARCHITECTS
PLANNERS
5312 W. 9TH STREET DRIVE
GREELEY, COLORADO

EXTERIOR ELEVATIONS

BUILDING ELEVATIONS



1 - WAREHOUSE FLOOR PLAN
1/8"=1'-0"

GENERAL NOTES

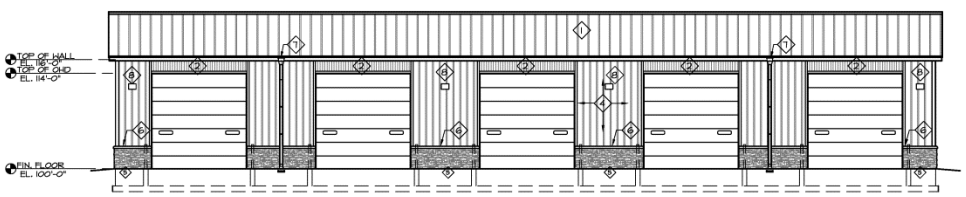
1. SS - STANDING SEAM METAL ROOF
2. CM - CORRUGATED METAL
3. PRE-FINISHED METAL FASCIA
4. METAL SIDING
5. SYNTHETIC STONE VENEER BY OWNER
6. CONC. CAP / PRECAST CONC. SILL
7. GUTTER / DOWNSPOUT ASSEMBLY
8. WALL MOUNT WALL PACK FIXTURE
9. ALL HDF ASSEMBLIES, WDWS, OH GARAGE DRS. FURNISHED AND INSTALLED BY METAL BLDG. CONTRACTOR.
10. WP RECEPTACLE
11. ~~MAIN DISTRIBUTION ELEC. PANEL (1 DEP) 400 A.P. 208 / 3Ø SERVICE~~
12. ~~WAREHOUSE BATH SPEC~~

~~2x4 STUD WALL CONSTRUCTION WITH 5/8" GSB TAPED ALL INTERIOR WALLS FRP BOARD 4' HT. CLG. @ ALL INTERIOR WALLS. FRA'E CLG LID WITH 2x6's 16" OC.~~

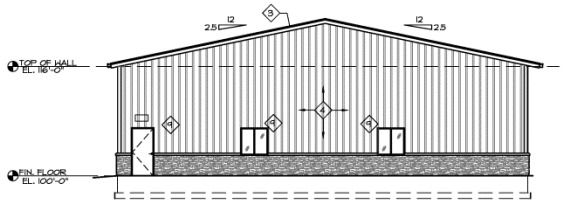
~~PLUMBING FIXTURE SCHEDULE~~

~~2 PIECE TOILET, MODEL SE1000 BY SEAGONS, ADA ELONGATED~~
~~PORCELAIN WALL MOUNT LAVATORY, MODEL SE1000 BY SEAGONS, ADA COMPLIANT~~
~~LAVATORY FAUCET, DELTA 597~~
~~TANKLESS ELECTRIC WATER HEATER, CHRONOMITE LABORATORIES, INC. HARBOR CITY, CA (310) 534-2300, MODEL SR30L, 20 A.P. CIRCUIT~~
~~OPEN FRONT TOILET SEAT, MODEL SE10052, ADA COMPLIANT~~

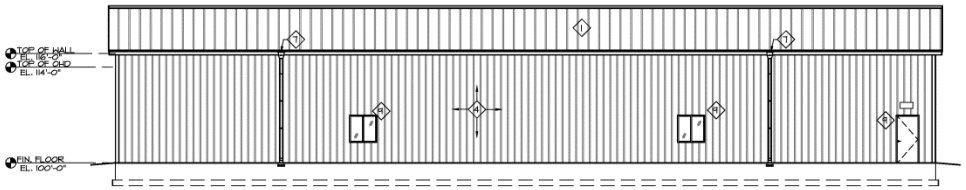
13. ~~ELECTRICAL POWER AND LIGHTING BY OWNER~~
14. ONE-HOUR FIRE RATED WALL BY OWNER
15. FIRE EXTINGUISHER CANS BY OWNER
16. KNOX BOX



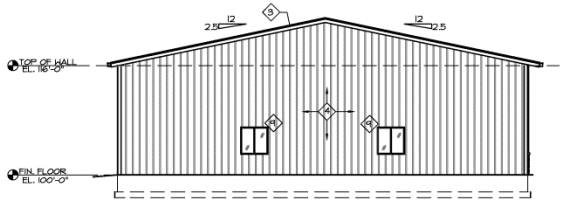
2 - WAREHOUSE EAST ELEVATION
1/8"=1'-0"



3 - WAREHOUSE NORTH ELEVATION
1/8"=1'-0"



4 - WAREHOUSE WEST ELEVATION
1/8"=1'-0"



5 - WAREHOUSE SOUTH ELEVATION
1/8"=1'-0"

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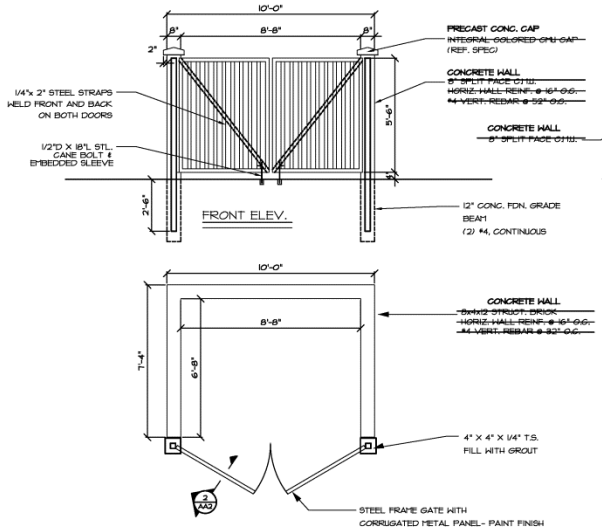
WINDSOR COMMONS SUBDIVISION, THIRD FILING, LOTS 6 & 7, BLOCK 3 (MOLTZ CONSTRUCTION, INC.)

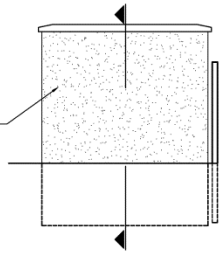
BLEY ASSOCIATES
ARCHITECTS PLANNERS
5312 W. 9TH STREET DRIVE
GREELEY, COLORADO

WAREHOUSE FLOOR PLAN ELEVATIONS

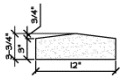
FENCING/TRASH COURT



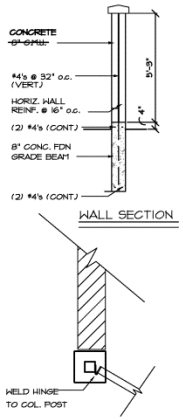
1 - TRASH COURT DETAILS
3/8"=1'-0"



REAR ELEV. (SIDES SIM)

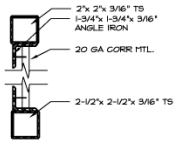


PRECAST WALL CAP
NOT TO SCALE

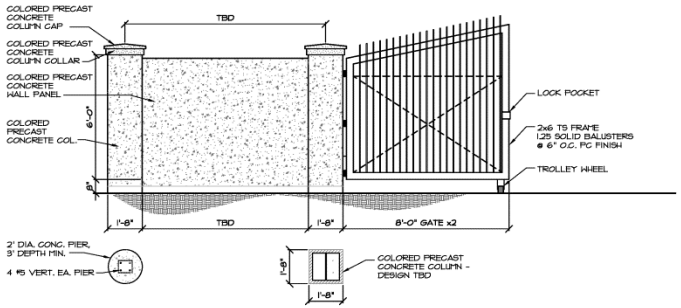


WALL SECTION

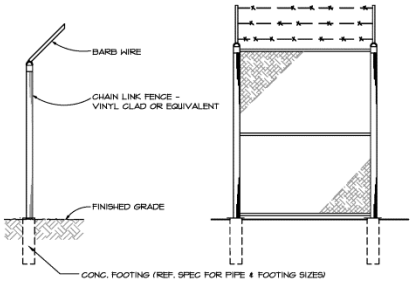
WALL SECTION
NOT TO SCALE



2 - GATE SECTION
3"=1'-0"

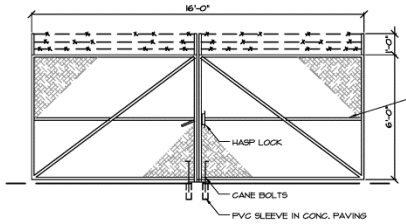


4 - SECURITY SCREEN WALL
3/8"=1'-0"
NOTE: COLOR / PATTERN / TEXTURE BY OWNER

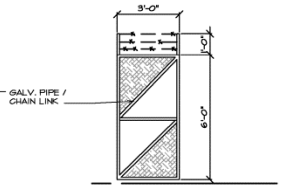


FENCE TYPE HAS 16' DBL. GATES (2- 8' LEAFS)
TYPICAL WITH LOCKABLE LATCH FOR PAD LOCK
(REFER TO SPEC. AND SUBMIT SHOP DWGS)

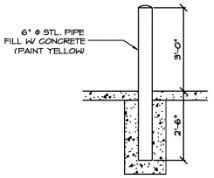
3 - CYCLONE FENCE DETAIL
3/8"=1'-0"



3.1 - CHAIN LINK DRIVE GATE
3/8"=1'-0"



3.2 - CHAIN LINK GATE
3/8"=1'-0"



NOTE: REF. FLOOR PLAN FOR LOCATIONS

5 - BOLLARD DETAIL
1/2"=1'-0"

DATE: 2.27.13
PROJECT NO.:
DRAWN: RM
CHECKED: LB

REVISION:	DATE:	BY:
1	5/17/13	RM

WINDSOR COMMONS SUBDIVISION, THIRD FILING, LOTS 6 & 7, BLOCK 3 (MOLTZ CONSTRUCTION, INC.)

BLEY ASSOCIATES
ARCHITECTS PLANNERS
5312 W. 9TH STREET DRIVE
GREELEY, COLORADO

SITE DETAILS

M E M O R A N D U M

Date: June 10, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Brett Walker, Associate Planner
Subject: Site Plan Presentation – Great Western Industrial Park Subdivision, 4th Filing, Lots 2 and 3, Block 3 – H and P Rig Storage Yard
Location: 31730 and 31750 Great Western Drive
Item #s: C.9

Background:

The applicant, Helmerich and Payne (H and P) International Drilling Company, represented by Mr. Omar Herrera of Lamp Rynearson, is proposing a rig storage yard in the Heavy Industrial (I-H) zoning district along the east side of Great Western Drive. The proposed use will utilize 7.3 acres of land, situated on two lots in the Great Western Industrial Park Subdivision. H and P provides services to the oil and gas industry. According to the applicant, the proposed use is for a three-year lease and includes equipment storage of the following:

- Portable storage containers
- Portable boilers
- Drilling rigs
- Other drilling related equipment

There will be two full-time employees at the site, and the site will be accessible 24 hours a day. A portion of the storage area will be fenced to secure valuable equipment. The site is located south of the recently approved Blue Water Resources site plan, and access to the site will utilize Blue Water Resources' southern access point.

During their May 15, 2013 regular meeting, the Planning Commission made some comments and recommendations. The recommendations include:

1. Since the proposed use is temporary in nature, and some of their improvements do not meet the standards the Town requires for permanent improvements, there should be time limitations written into the Site Plan Development Agreement. Planning Commission recommended that if the applicant/operator requests an extension, the request should be presented to the Planning Commission and Town Board.

   Staff will place a limitation of the use consistent with H and P's three year lease of the site. Staff will also make a requirement that any extension of the use will require approval from the Planning Commission and Town Board.

2. The Planning Commission recommended that a Maintenance Plan for the upkeep of the outdoor storage aggregate base be required as part of the Site Plan Development Agreement. The Planning Commission was concerned with weed growth and general upkeep of the aggregate base.

   Municipal Code Section 16-20-20(c)(5) requires a plan for perpetual maintenance and dust abatement to be approved by the Engineering Department. Staff will be working with the

applicant during the remainder of the site plan review relative to the development of the Maintenance Plan, and no building permits will be issued for the site until both the Maintenance Plan and the Site Plan Development Agreement are executed by the applicant.

The current presentation is intended for the Town Board's information. Should the Town Board have any comments or concerns pertaining to this project, please refer such comments to staff during the presentation so that they may be addressed during staff's review of the project. The site plan will be reviewed and approved administratively by staff, however, if the project review process reveals issues that cannot be resolved between the applicant and staff, the site plan will be brought back to the Planning Commission and Town Board for review.

Conformance with Comprehensive Plan: The application is consistent with the following Industrial goals and policies of the Comprehensive Plan:

Goals:

1. *All commercial and industrial development should provide a safe, aesthetically-appealing and healthy environment which does not have adverse impacts on surrounding areas.*
3. *Windsor should continue to encourage and promote commercial and industrial development, redevelopment and expansions in order to strengthen its tax base, increase revenue sources, and provide high-quality employment opportunities for its residents.*
4. *Encourage industrial uses to locate in areas which lessen the impact on the downtown area of Windsor.*

Policies:

4. *Encourage compatible industries to locate in and annex to Windsor, with general, heavy industrial activities locating in the eastern and southeastern portions of the GMA.*
6. *All commercial and industrial site plans should provide landscaping plans for the exterior portions of the buildings, walkways, parking lots, and street frontages; develop specific landscaping regulations and requirements to implement this policy.*

Conformance with Vision 2025: The proposed application is consistent with Goal 3 (Grow and Diversify the Windsor Economy) of the Vision 2025 document.

Notification: The Municipal Code does not require notification as this item is for presentation purposes.

Recommendation: No recommendation as this item is for presentation purposes.

Enclosures: Application materials
Excerpt from May 15, 2013 draft Planning Commission minutes
Presentation slides

pc: Alex Yeros, Broe Land Acquisitions 10, property owner
Clay Drake, Great Western Development Company
Omar Herrera, P.E., Lamp Rynearson & Associates
John Pottorf, Helmerich & Payne International Drilling Company

TOWN OF WINDSOR PLANNING DEPARTMENT
301 Walnut Street, Windsor, CO 80550
Phone: 970-674-2415; Fax: 970-674-2456

For office use only:
Project ID No.

LAND USE APPLICATION FORM

Land use applications shall include all items listed in the application submittal checklist and the Town of Windsor Municipal Code. The Town of Windsor Planning Department reserves the right to refuse to accept incomplete submittals. Please see the Town's Municipal Code (Code) for submittal requirements.

APPLICATION TYPE:

____ ANNEXATION
____ MASTER PLAN
____ REZONING
____ MINOR SUBDIVISION
____ LOT LINE ADJUSTMENT
____ MAJOR SUBDIVISION
____ SITE PLAN
____ ADMINISTRATIVE SITE PLAN
X SITE PLAN - Qualified Commercial or Industrial (Fast Track)

STATUS:
(for MAJOR SUBDIVISIONS and SITE PLANS *only*)

____ Preliminary
____ Final

PROJECT NAME*: Helmerich & Payne (H&P) Rig Storage Yard

LEGAL DESCRIPTION*: Lots 2 and 3, Block 3, Great Western Industrial Park Subdivision, Fourth Filing

PROPERTY ADDRESS (if available): 31730 Great Western Drive

PROPERTY OWNER (APPLICANT):

Owner's Name(s)*: Alex Yeros
Company: Broe Land Acquisitions 10, LLC
Address*: 252 Clayton St, Fourth Floor, Denver, CO 80206
Primary Phone #*: (303) 393-0033 Secondary Phone #:
Fax #*: (303) 393-0041 E-Mail*: ayeros@broe.com

OWNER'S AUTHORIZED REPRESENTATIVE:

Representative's Name: Clay Drake
Company: Great Western Development Company, LLC
Address: 2005 Howard Smith Ave East, Windsor, CO 80550
Primary Phone #: (970) 686-8831 Secondary Phone #: (970) 222-0928
Fax #: (866) 351-9462 E-Mail: CDrake@broe.com

All correspondence will only be sent to the owner's authorized representative. It is the sole responsibility of the representative to distribute correspondence to the owner and other applicable parties, i.e. engineers, architects, surveyors, attorneys, consultants, etc.

I hereby depose and state under the penalties of perjury that all statements, proposals, and/or plans submitted with or contained within the application are true and correct to the best of my knowledge.

Signature: Owner or Owner's Authorized Representative** Date 4-29-13.

**Proof of owner's authorization is required with submittal if signed by Owner's Authorized Representative.

Alex Yeros
Print Name(s)

*Required fields

SITE PLAN NARRATIVE

H & P RIG STORAGE YARD

LOTS 2 AND 3, BLOCK 3, GREAT WESTERN INDUSTRIAL PARK SUBDIVISION, FOURTH FILING

LOCATION

The subject property is located in the Northeast Quarter of Section 26, Township 6 North, Range 67 West of the 6th P.M. More specifically, the property is located at 31730 Great Western Drive, south of Eastman Park Drive on the east side of Windsor. The project is located on Lots 2 and 3, Block 3, of the Great Western Industrial Park Subdivision, Fourth Filing (GWIP). Federally owned land and the Hexcel Corporation is located to the west of this property; farmland to the south; Praxair, Inc. and Vestas Blades America, Inc. to the east; and Blue Water Resources Water Transfer Facility and farmland to the north.

PROPOSED LAND USE

The proposed land use is for a three-year lease for the storage of oil and gas production equipment such as portable storage containers, portable boilers, drilling rigs, and other drilling related equipment. The proposed use is a permitted use within the current Heavy Industrial (I-H) zoning. The proposed land use will utilize approximately 7.3 acres of Lots 2 and Lot 3, Block 3, of the GWIP. Two full-time employees will be on-site. The storage yard will be accessible 24 hours a day with a portion of the yard fenced in to secure specific valuable equipment. Access to the facility will include one entry and one exit located within Lot 2.

TRAFFIC

The storage yard will be accessible 24 hours a day, 365 days a year. Typically, storage and release of equipment will be performed during normal business hours (7 a.m. – 7 p.m.) seven days a week. However, since oil and gas wells are operational 24 hours a day, the equipment stored in the yard may be accessed 24 hours a day. The storage yard will support approximately 12 drilling rigs operating throughout northern Colorado, producing approximately 15 trucks over a 24-hour period to support the 12 drilling rigs in the field.

PROPOSED STRUCTURES

The site will consist of two 14' W × 60' L mobile offices that will each contain a restroom for the occupants. The site will also consist of bolsters for storing drill pipe and connex containers for storing miscellaneous equipment and supplies. A chain link security fence will be installed around the perimeter of the site with green fabric on the sections visible from Great Western Drive.

UTILITIES AND STORMWATER DRAINAGE

The proposed portable building units will be serviced by the existing potable water and sanitary sewer mains located at the southwest corner of the site. There are also adequate dry utilities in the area to service the needs of the building units and storage yard. All storm drainage will be routed to the existing drainage swale on the west side of the property that drains to a regional detention pond for the GWIP. The detention pond is located south of Lots 2 and 3.

LANDSCAPING

Landscaping will buffer the storage areas from Great Western Drive. Landscaping will include a variety of drought tolerant shrubs and trees. Open space and landscaping within the development will also include native dry land grasses. A paved trail will be constructed along the frontage of the property as shown on the Site Plan.

NOT APPLICABLE SITE PLAN APPLICATION ITEMS

- $325.00 Corridor Plan architectural review fee does not apply to this project.
- A block scale model is not applicable to this type of project.
- CDOT permits do not apply to this project.
- Lot line adjustments are not a part of this project, therefore a survey of the property is not included.
- Architectural Plans of the mobile offices are not required per the DRC meeting. However, a floor plan and elevation photos of the offices have been included in the site plan for review.
- Site lighting is not anticipated on this site since a three-year lease is anticipated.

referred to staff during the presentation so that they may be conveyed to the applicant and their consultant(s). The site plan will be approved administratively through the Town's standard site plan process. Additionally, the applicant has been advised that another similar site plan presentation is scheduled for June 10, 2013 for the Windsor Town Board.

Mr. Ehrlich inquired what paving materials would be used for the storage lot. Mr. Walker replied the applicant would be using CDOT Class 5 or Class 6 aggregate base. Mr. Ehrlich also asked if there was a plan for maintenance of the lot. Mr. Ballstadt responded that the Town would require a maintenance plan to be incorporated in the Site Plan Development Agreement.

2. Site Plan Presentation – Great Western Industrial Park Fourth Filing, Lots 2 & 3, Block 3 – 31730 & 31750 Great Western Drive – John Pottorf, Helmerich & Payne International Drilling Co., applicant/Omar Herrera, PE, Lamp Rynearson & Associates, applicant's representative – B. Walker

Mr. Walker began by telling Commissioners the applicant, Helmerich & Payne (H & P) International Drilling Company, represented by Mr. Omar Herrera of Lamp Rynearson, is proposing a rig storage yard in the Heavy Industrial (I-H) zoning district along the east side of Great Western Drive. The proposed use will utilize 7.3 acres of land, situated on two lots in the Great Western Industrial Park Subdivision. H & P provides services to the oil and gas industry. According to the applicant, the proposed use is for a three-year lease and includes equipment storage of the following:

- Portable storage containers
- Portable boilers
- Drilling rigs
- Other drilling related equipment

Mr. Walker added there will be two full-time employees at the site, and the site will be accessible 24 hours a day. A portion of the storage area will be fenced to secure valuable equipment. He noted the site is located south of the recently approved Blue Water Resources site plan, and access to the site will utilize Blue Water Resources' southern access point.

Mr. Walker reminded Commissioners this evening's presentation is intended for the Planning Commission's information, and any comments or concerns pertaining to this project should be referred to staff during the presentation so that they may be addressed during staff's review of the project. The site plan will be reviewed and approved administratively by staff, however, if the project review process reveals issues that cannot be resolved between the applicant and staff, the site plan will be brought back to the Planning Commission for review. Additionally, the applicant has been advised that another similar site plan presentation by the applicant is scheduled on Monday, June 10, 2013 for the Windsor Town Board.

Mr. Ehrlich asked if the property is leased, and if that is why the structure appears to be a temporary structure. He expressed concerns if the structure were to remain beyond the three year lease period, and asked staff consider that alternative and address the temporary facility while being consistent with other planning criteria. Mr. Ballstadt interjected staff will incorporate those comments in their review of the project, and deadlines for the temporary use will be addressed in the Site Plan Development Agreement. Mr. Ballstadt also stated that staff could include a requirement that the applicant be required to come back before the Planning Commission and Town Board for further approval if the applicant would like to continue the use beyond three years. Mr. Schick added this issue should be reviewed and noted "temporary" can have many definitions. Mr. Frelund asked if the storage area would house pipe and drilling supplies. The applicant answered it would.

SITE PLAN PRESENTATION
GREAT WESTERN INDUSTRIAL PARK FOURTH FILING, LOTS 2 & 3, BLOCK 3

HELMERICH & PAYNE (H&P) INTERNATIONAL DRILLING CO.
31730 & 31750 GREAT WESTERN DRIVE

Brett Walker, Associate Planner
June 10, 2013

Town Board

Item C.9

QUALIFIED COMMERCIAL & INDUSTRIAL SITE PLAN

Article IX of Chapter 17 of the Municipal Code outlines the purposes of the Qualified Commercial & Industrial Site Plan process such that:

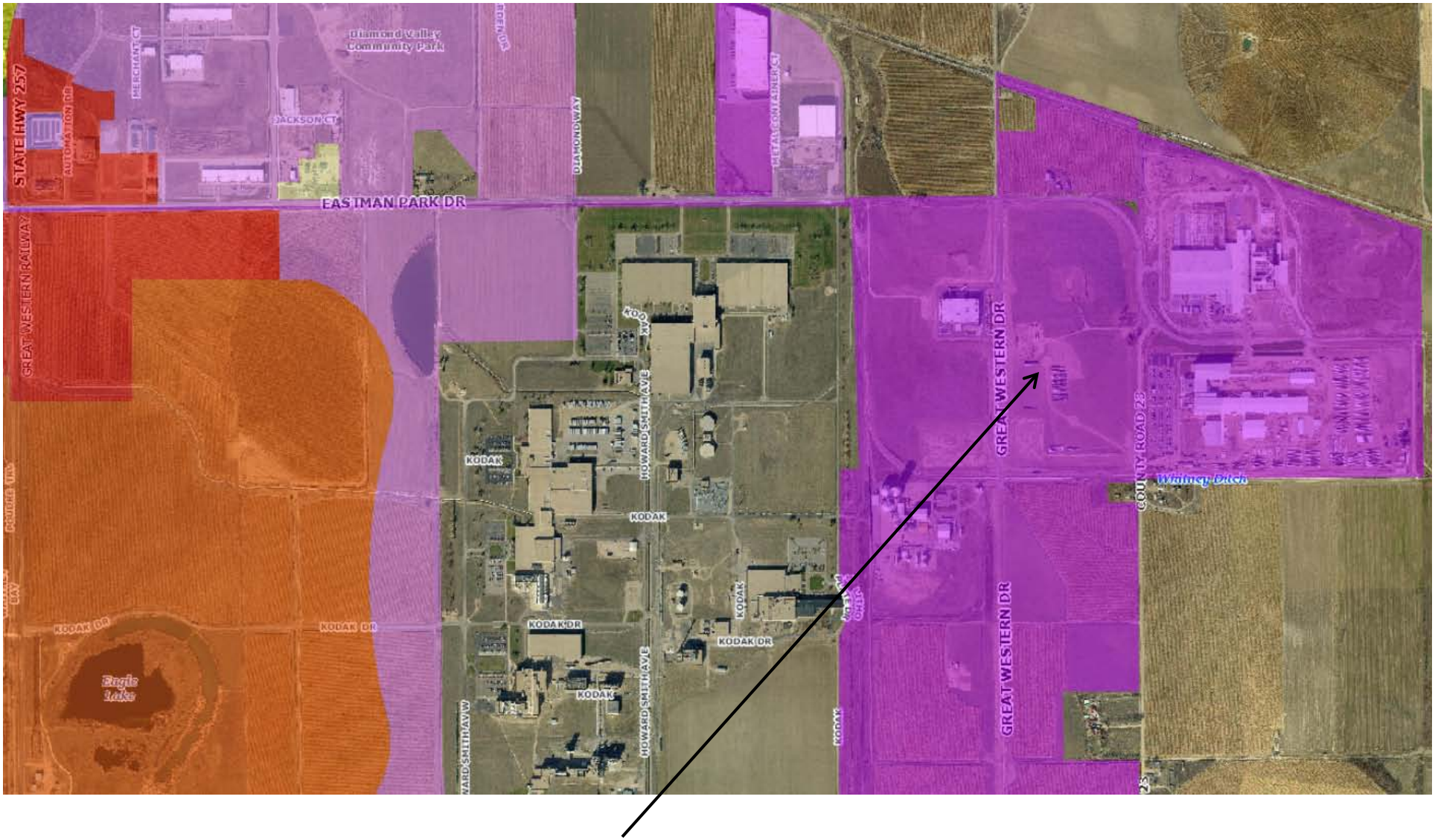
Sec. 17-9-10. Intent and Purpose

"Commercial and industrial site plans proposed to be developed on lots that have either previously been subdivided or are presently being subdivided as part of a minor subdivision shall qualify for administrative site plan review in accordance with the requirements of this Section."

SITE VICINITY MAP

Site Location

SITE PROXIMITY ZONING MAP



Site Location – Zoned Heavy Industrial (I-H)

H & P RIG STORAGE YARD

GREAT WESTERN INDUSTRIAL PARK SUBDIVISION FOURTH FILING, LOT 2 AND LOT 3, BLOCK 3, SITE PLAN

(H AND P RIG STORAGE YARD)
WINDSOR, CO 80550
ZONING: I-H

STANDARD GENERAL NOTES FOR PUBLIC IMPROVEMENTS

1. ALL STREET, SANITARY SEWER, STORM SEWER AND WATERLINE CONSTRUCTION SHALL CONFORM TO THE TOWN OF WINDSOR STANDARDS AND SPECIFICATIONS CURRENT AT THE DATE OF EXECUTION OF THE DEVELOPMENT AGREEMENT PERTAINING TO THIS DEVELOPMENT. ANY CONSTRUCTION OCCURRING THREE YEARS OR MORE AFTER THE EXECUTION OF THE DEVELOPMENT AGREEMENT SHALL REQUIRE RE-EXAMINATION OF THE PLANS BY THE TOWN ENGINEER, WHO MAY REQUIRE THAT THEY BE MADE TO CONFORM TO STANDARDS AND SPECIFICATIONS CURRENT AT THAT TIME.
2. ALL WATERLINE CONSTRUCTION SHALL CONFORM TO THE TOWN OF WINDSOR STANDARDS AND SPECIFICATIONS CURRENT AT THE DATE OF CONSTRUCTION.
3. ALL SANITARY SEWER CONSTRUCTION SHALL CONFORM TO THE TOWN OF WINDSOR STANDARDS AND SPECIFICATIONS CURRENT AT THE DATE OF CONSTRUCTION.
4. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE SOILS REPORT PREPARED FOR THIS PROJECT AND APPROVED BY THE TOWN ENGINEER.
5. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE TOWN ENGINEER 24 HOURS ADVANCED NOTICE. PHONE (970) 686-7476.
6. TEMPORARY EROSION CONTROL MEASURES SHALL BE PROVIDED BY THE CONTRACTOR DURING CONSTRUCTION AS IDENTIFIED ON THE EROSION CONTROL PLAN. MAINTENANCE OF ONSITE DRAINAGE AND EROSION CONTROL FACILITIES DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL CONTACT ALL UTILITIES TO COORDINATE SCHEDULES.
8. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION THAT WILL AFFECT TRAFFIC SIGNS OF ANY TYPE, THE CONTRACTOR SHALL CONTACT THE TOWN ENGINEER. PHONE (970) 686-7476.
9. ALL TRAFFIC CONTROL DEVICES, STRIPING AND SIGNING SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
10. THE CONTRACTOR SHALL CONTACT THE TOWN OF WINDSOR CONSTRUCTION INSPECTOR PRIOR TO ANY STREET CUT. THE EXISTING STREET CONDITION SHALL BE DOCUMENTED BY THE TOWN OF WINDSOR CONSTRUCTION INSPECTOR BEFORE ANY CUTS ARE MADE. ANY STREET PATCHING SHOWN ON THE DRAWINGS IS APPROXIMATE. ACTUAL LIMITS OF STREET PATCH SHALL BE DETERMINED BY THE TOWN OF WINDSOR CONSTRUCTION INSPECTOR. PATCHING SHALL BE DONE IN CONFORMANCE WITH TOWN OF WINDSOR DIVISION 1 STREETS DESIGN CRITERIA AND CONSTRUCTION SPECIFICATIONS (SECTION 02595). ALL LARGE PATCHES SHALL BE PAVED WITH AN ASPHALT LAY-DOWN MACHINE. IN STREETS WHERE MORE THAN ONE CUT IS MADE, AN OVERLAY OF THE ENTIRE STREET WIDTH, INCLUDING THE PATCHED AREA, MAY BE REQUIRED. IN ACCORDANCE WITH THE REFERENCED SPECIFICATIONS, THE TOWN ENGINEER SHALL MAKE THE DETERMINATION OF THE NEED FOR A COMPLETE OVERLAY.
11. ALL DAMAGED EXISTING CURB, GUTTER, AND SIDEWALK SHALL BE REPAIRED PRIOR TO ACCEPTANCE OF COMPLETED IMPROVEMENTS.
12. THE TYPE, SIZE, LOCATION AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THESE CONSTRUCTION DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF THE WORK PRIOR TO COMMENCING ANY NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE OF ANY UNKNOWN UNDERGROUND UTILITIES.
13. THE CONTRACTOR SHALL NOTIFY THE TOWN OF WINDSOR PUBLIC WORKS DEPARTMENT AT (970) 686-7476 AT LEAST 48 HOURS PRIOR TO INSTALLING A NEW SEWER SERVICE.
14. THE CONTRACTOR SHALL NOTIFY THE TOWN OF WINDSOR PUBLIC WORKS DEPARTMENT AT (970) 686-7476 AT LEAST 48 HOURS PRIOR TO INSTALLING A NEW WATER SERVICE OR ABANDONING AN EXISTING WATER SERVICE.
15. THE TOWN OF WINDSOR SHALL NOT BE RESPONSIBLE FOR OPERATION, MAINTENANCE OR REPAIR OF STORM DRAINAGE FACILITIES LOCATED ON PRIVATE PROPERTY.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE SERVICES OF A QUALIFIED TESTING LABORATORY TO PERFORM ALL COMPACTION TESTING, ASPHALT TESTING, CONCRETE TESTING AND ANY OTHER TESTING AS MAY BE REQUIRED TO COMPLETE THE WORK. QUALITY CONTROL TEST RESULTS MUST BE SUBMITTED FOR ALL PHASES OF THIS PROJECT PER THE TOWN'S REQUIREMENTS.
17. THE CONTRACTOR SHALL MAINTAIN ONE (1) SET OF "REDLINED" PRINTS OF THE CONSTRUCTION PLANS. THE "REDLINED" PRINTS SHALL BE KEPT CURRENT TO ACCURATELY REPRESENT THE DIMENSIONS AND LOCATIONS OF ALL WORK PERFORMED BY THE CONTRACTOR. PRIOR TO FINAL PAYMENT, THE CONTRACTOR MUST PRESENT THE "REDLINED" PRINTS TO THE OWNER'S ENGINEER FOR PREPARATION OF A SET OF REPRODUCIBLE "RECORD DRAWINGS" WHICH SHALL BE SUBMITTED TO THE TOWN WITHIN 30 DAYS OF CONSTRUCTION ACCEPTANCE OF THE PROJECT BY THE TOWN.
18. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED LOT STAKING AND CONSTRUCTION STAKING. THE CONTRACTOR SHALL COORDINATE THROUGH THE OWNER'S DESIGNATED REPRESENTATIVE TO ASSURE THAT THE SURVEYOR IS GIVEN ADEQUATE NOTICE AND INSTRUCTION IN ORDER TO COMPLETE THE SURVEY REQUIREMENTS FOR THE VARIOUS PHASES OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF RE-SURVEYING REQUIRED DUE TO THE CONTRACTOR'S OR SUBCONTRACTOR'S ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COSTS ASSOCIATED WITH RESCHEDULING THE SURVEYOR TO ACCOMMODATE THE CONTRACTOR'S REQUESTS FOR UNSCHEDULED STAKING.
19. THE CONTRACTOR SHALL PROVIDE AND IMPLEMENT A "TRAFFIC CONTROL PLAN" RELATED TO ALL CONSTRUCTION ACTIVITIES FOR THIS PROJECT.
20. THE CONTRACTOR SHALL PERFORM ALL WORK ACCORDING TO ALL TOWN, COUNTY, STATE AND FEDERAL SAFETY AND HEALTH REGULATIONS. IN PARTICULAR, THE TRENCHING AND OPEN EXCAVATION OPERATIONS SHALL COMPLY WITH ALL CURRENT O.S.H.A. REGULATORY REQUIREMENTS.
21. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE STATE OF COLORADO PERMITTING PROCESS FOR "STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY." FOR INFORMATION CONTACT THE COLORADO DEPARTMENT OF HEALTH-WATER QUALITY CONTROL DIVISION, WQCD-PE-B2, 4300 CHERRY DRIVE SOUTH, DENVER, COLORADO, 80246-1530. ATTENTION: PERMITS AND ENFORCEMENT SECTION. PHONE (303) 692-3590.
22. IF DEWATERING IS TO BE USED TO INSTALL UTILITIES, A STATE CONSTRUCTION DEWATERING DISCHARGE PERMIT IS REQUIRED IF DISCHARGE IS INTO A STORM SEWER, CHANNEL, IRRIGATION DITCH, OR ANY WATERS OF THE UNITED STATES.
23. THE ENGINEER WHO HAS PREPARED THESE PLANS, BY EXECUTION AND/OR SEAL HEREON, DOES HEREBY AFFIRM RESPONSIBILITY TO THE TOWN OF WINDSOR, AS A BENEFICIARY OF SAID ENGINEER'S WORK, FOR ANY ERRORS AND OMISSIONS CONTAINED IN THESE PLANS, AND APPROVAL OF THESE PLANS SHALL NOT RELIEVE THE ENGINEER WHO HAS PREPARED THESE PLANS OF ANY SUCH RESPONSIBILITY.
24. THE CONTRACTOR SHALL HAVE A REGISTERED LAND SURVEYOR TIE OUT AND RESET ANY PROPERTY CORNERS OR SECTION CORNERS PLANNED TO BE DISTURBED BY CONSTRUCTION OF THIS PROJECT AND SHALL HAVE A REGISTERED LAND SURVEYOR REESTABLISH ANY PROPERTY CORNERS OR SECTION CORNERS INADVERTENTLY DISTURBED DURING CONSTRUCTION OF THIS PROJECT.

CONTACTS

TOWN	TOWN OF WINDSOR 301 WALNUT STREET WINDSOR, CO 80550
WINDSOR SEVERANCE FIRE RESCUE	SANDRA FRIEDRICHSEN DIVISION CHIEF/FIRE MARSHAL 100 7TH STREET WINDSOR, CO 80550 970-686-2626
COMCAST COMMUNICATIONS	DON KAPPERMAN 1201 UNIVERSITY AVENUE FORT COLLINS, CO 80521 970-567-0245
XCEL ENERGY	AL ERMER 1901 E. HORSETOOTH RD. FORT COLLINS, CO 80525 970-225-7869
CENTURYLINK	DEB THOMAS 3702 AUTOMATION WAY FORT COLLINS, CO 80525 970-490-7506

PROJECT CONTROL

TOPOGRAPHIC SURVEY PREPARED BY LAMP RYNEARSON & ASSOCIATES, INC.
BASIS OF BEARING:
CONSISTING THE WEST PROPERTY LINE OF LOT 3, BLOCK 3 OF THE GREAT WESTERN INDUSTRIAL PARK SUBDIVISION, FORTH FILING TO BEARING NORTH 00°22'26" WEST

COORDINATE REFERENCE:
CP GAS ¾ REBAR WITH 2" ALUMINUM CAP
N=1412090.24
E=3180058.18

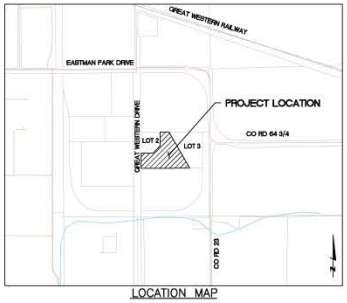
CP GW ¾ REBAR WITH 2" ALUMINUM CAP
N=1413217.23
E=3180078.57

BENCHMARK:
BM NGS Q136
N=1414431.32
E=3179891.52
ELEV.=4767.82 (NAVD 1988)

DEVELOPER
HELMERICH & PAYNE INTERNATIONAL DRILLING CO.
2360 G ROAD
GRAND JUNCTION, CO 81505
PHONE: 303-263-0872
FAX: 303-263-0876

OWNER
BROE LAND ACQUISITIONS 10, LLC
252 CLAYTON ST, FOURTH FLOOR
DENVER, CO 80206
PHONE: 303-393-0033
FAX: 303-393-0041

ENGINEER
LAMP RYNEARSON & ASSOCIATES, INC
4715 INNOVATION DRIVE
FORT COLLINS, COLORADO 80525
PHONE: 970-226-0342
FAX: 970-226-0879



LOCATION MAP
SCALE= NTS

REVISIONS	A	B	C	D
04/26/13				

INDEX OF SHEETS

SHEET NUMBER	SHEET TITLE	04/26/13	A	B	C	D
1	COVER SHEET	●				
2	LEGEND SHEET	●				
3	OVERALL MAP	●				
4	SITE PLAN	●				
5	STORMWATER MANAGEMENT PLAN	●				
6	STORMWATER MANAGEMENT PLAN DETAILS	●				
7	GRADING AND GRAVEL SURFACING PLAN	●				
8	UTILITY PLAN	●				
9	DETAILS	●				
10	DETAILS	●				
11	DETAILS	●				
12	LANDSCAPE PLAN	●				
13	LANDSCAPE NOTES	●				
14	MOBILE OFFICE PLAN	●				

DESCRIPTION

A PLAT OF A PARCEL OF LAND IN THE TOWN OF WINDSOR, COUNTY OF WELD, COLORADO, LOCATED IN THE NORTHEAST 1/4, SECTION 26 T 6 N R 67 W, OF THE 6 P.M. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 2 AND LOT 3, BLOCK 3, SUBDIVISION GREAT WESTERN INDUSTRIAL PARK, FOURTH FILING, RECORDED IN THE COUNTY OF WELD, COLORADO, ON DECEMBER 3, 2008, UNDER RECEPTION NUMBER 3592743.

ACKNOWLEDGEMENT OF OWNERSHIP INTEREST

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, LIENHOLDERS, AND HOLDERS OF ANY OWNERSHIP INTEREST AS DEFINED BY THE TOWN OF WINDSOR, OF THE LAND DESCRIBED HEREON, HAVE CAUSED SUCH LAND TO BE SITE PLANNED AS INDICATED ON THIS SITE PLAN. THE WITHIN SITE PLAN IS SUBMITTED IN ACCORDANCE WITH THE WINDSOR MUNICIPAL CODE. IT IS HEREBY ACKNOWLEDGED THAT ALL CONSTRUCTION, USE AND DEVELOPMENT OF THIS PROPERTY WILL BE IN STRICT ACCORDANCE WITH THIS SITE PLAN. IT IS FURTHER ACKNOWLEDGED THAT DEVIATION FROM THIS SITE PLAN WITHOUT THE EXPRESS WRITTEN CONSENT OF THE TOWN OF WINDSOR MAY RESULT IN REVOCATION OF THE TOWN'S APPROVAL OF THE SITE PLAN, DENIAL OF BUILDING PERMITS, REFUSAL TO ISSUE CERTIFICATES OF OCCUPANCY, INJUNCTIVE RELIEF PROHIBITING USE OF THE PROPERTY AND OTHER REMEDIES AVAILABLE TO THE TOWN UNDER THE WINDSOR MUNICIPAL CODE AND OTHER APPLICABLE LAWS OF THE STATE OF COLORADO. KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED HAVE CAUSED SAID LAND TO BE LAID OUT AND SITE PLANNED UNDER THE NAME OF GREAT WESTERN INDUSTRIAL PARK SUBDIVISION FOURTH FILING, LOT 1 AND LOT 2, BLOCK 3, SITE PLAN (BLUE WATER RESOURCES WATER TRANSFER FACILITY).

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS THE _____ DAY OF _____, 20____.

BROE LAND ACQUISITIONS 10, LLC
ALEX YEROS

NOTARIAL CERTIFICATE

STATE OF_____)
COUNTY OF_____)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____, THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

EASEMENT APPROVAL

UTILITY EASEMENTS ARE ADEQUATE AS SHOWN AND ARE HEREBY APPROVED.

TOWN OF WINDSOR PUBLIC WORKS DEPARTMENT | CENTURYLINK COMMUNICATIONS | XCEL ENERGY

COMCAST CABLE

ENGINEERING DEPARTMENT APPROVAL

APPROVED THIS THE ____ DAY OF _____, 20____.

DIRECTOR OF ENGINEERING

PLANNING DEPARTMENT APPROVAL

APPROVED THIS THE ____ DAY OF _____, 20____.

DIRECTOR OF PLANNING

TOWN MANAGER'S APPROVAL

APPROVED THIS THE ____ DAY OF _____, 20____.

TOWN MANAGER

PUBLIC WORKS DEPARTMENT APPROVAL

APPROVED THIS THE ____ DAY OF _____, 20____.

DIRECTOR OF PUBLIC WORKS

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT A SITE PLAN OF THE PROPERTY DESCRIBED HEREIN IS APPROVED BY THE TOWN OF WINDSOR PASSED AND ADOPTED ON APPROVED THIS THE ____ DAY OF _____, 20____, A.D. AND THAT THE MAYOR OF THE TOWN OF WINDSOR, ON BEHALF OF THE TOWN OF WINDSOR, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID SITE PLAN UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

_____ ATTEST: _____
MAYOR TOWN CLERK

PREPARER'S CERTIFICATE

I CERTIFY THAT THIS SITE PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

SIGNATURE
PREPARER OF SITE PLAN
OMAR R. HERRERA
PRINT NAME

NOTICE OF OTHER DOCUMENTS

ALL PERSONS TAKE NOTICE THAT CERTAIN DOCUMENTS HAVE BEEN EXECUTED PERTAINING TO THIS DEVELOPMENT, WHICH CREATE CERTAIN RIGHTS AND OBLIGATIONS OF THE DEVELOPMENT, THE DEVELOPER AND/OR SUBSEQUENT OWNERS OF ALL OR PORTIONS OF THE DEVELOPMENT SITE, MANY OF WHICH OBLIGATIONS CONSTITUTE PROMISES AND COVENANTS THAT RUN WITH THE LAND. THESE DOCUMENTS ARE OF RECORD AND ARE ON FILE WITH THE DIRECTOR OF PLANNING OF THE TOWN OF WINDSOR AND SHOULD BE CLOSELY EXAMINED BY ALL PERSONS INTERESTED IN PURCHASING ANY PORTION OF THE DEVELOPMENT SITE.

OVERALL LAND USE TABLE

Property Description	Area (Square Feet)	Percentage
Lot 2, Block 3	118,098	16.8%
Lot 3, Block 3	585,849	83.2%
Total	703,947	100.0%

Land Use Description	Area (Square Feet)	Percentage
Buildings	1,680	0.2%
Parking	0	0.0%
Private Drives	155,753	22.1%
Public Streets	0	0.0%
Sidewalks	0	0.0%
Trails	4,600	0.7%
Open Space/Vacant Land	541,914	77.0%
Total	703,947	100.0%

LAMP RYNEARSON & ASSOCIATES
4715 Innovation Drive 970.226.0342 | P
Fort Collins, CO 80525 970.226.0879 | F
www.LRA-Inc.com

0213019.00 - GREAT WESTERN INDUSTRIAL PARK SUBDIVISION FOURTH FILLING, LOTS 2 AND 3, BLOCK 3, SITE PLAN - 04/26/13

SITE PLAN

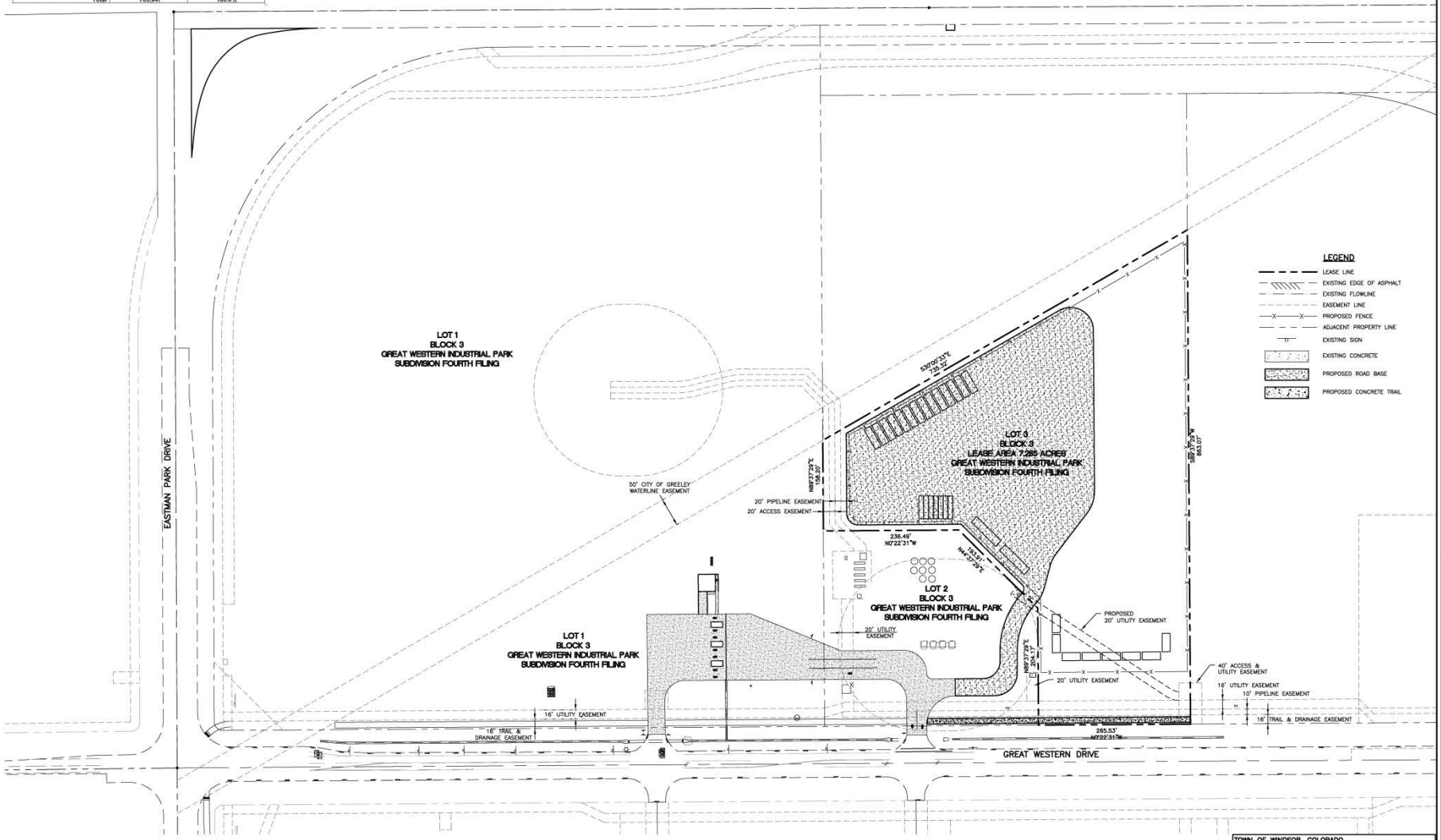
GREAT WESTERN INDUSTRIAL PARK SUBDIVISION FOURTH FILING, LOT 2 AND LOT 3, BLOCK 3, SITE PLAN

(H AND P RIG STORAGE YARD)
WINDSOR, CO 80550
ZONING: I-H

OVERALL LAND USE TABLE

Property Description	Area (Square Feet)	Percentage
Lot 2, Block 3	118,098	16.8%
Lot 3, Block 3	585,849	83.2%
Total	703,947	100.0%

Land Use Description	Area (Square Feet)	Percentage
Buildings	1,880	0.2%
Parking	0	0.0%
Private Drives	155,753	22.1%
Public Streets	0	0.0%
Sidewalks	0	0.0%
Trails	4,600	0.7%
Open Space/Vacant Land	541,914	77.0%
Total	703,947	100.0%



TOWN OF WINDSOR, COLORADO
DRAWING APPROVAL
REVIEW IS FOR GENERAL COMPLIANCE WITH TOWN STANDARDS, NO RESPONSIBILITY IS ASSUMED FOR CORRECTNESS OF DESIGN.
ACCEPTED BY _____ DATE _____
TOWN ENGINEER

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

drawn by K/W
designed by CJS
reviewed by DDH
references
filename 02130198192.dwg
revisions
A – 1ST SUBMITTAL 04/26/13

This document is a PRELIMINARY version which has never been sealed. This media should not be considered a certified document.

LAMP RYNEARSON & ASSOCIATES
4715 Innovation Drive
Fort Collins, CO 80525
970.226.0342 | P
970.226.0879 | F
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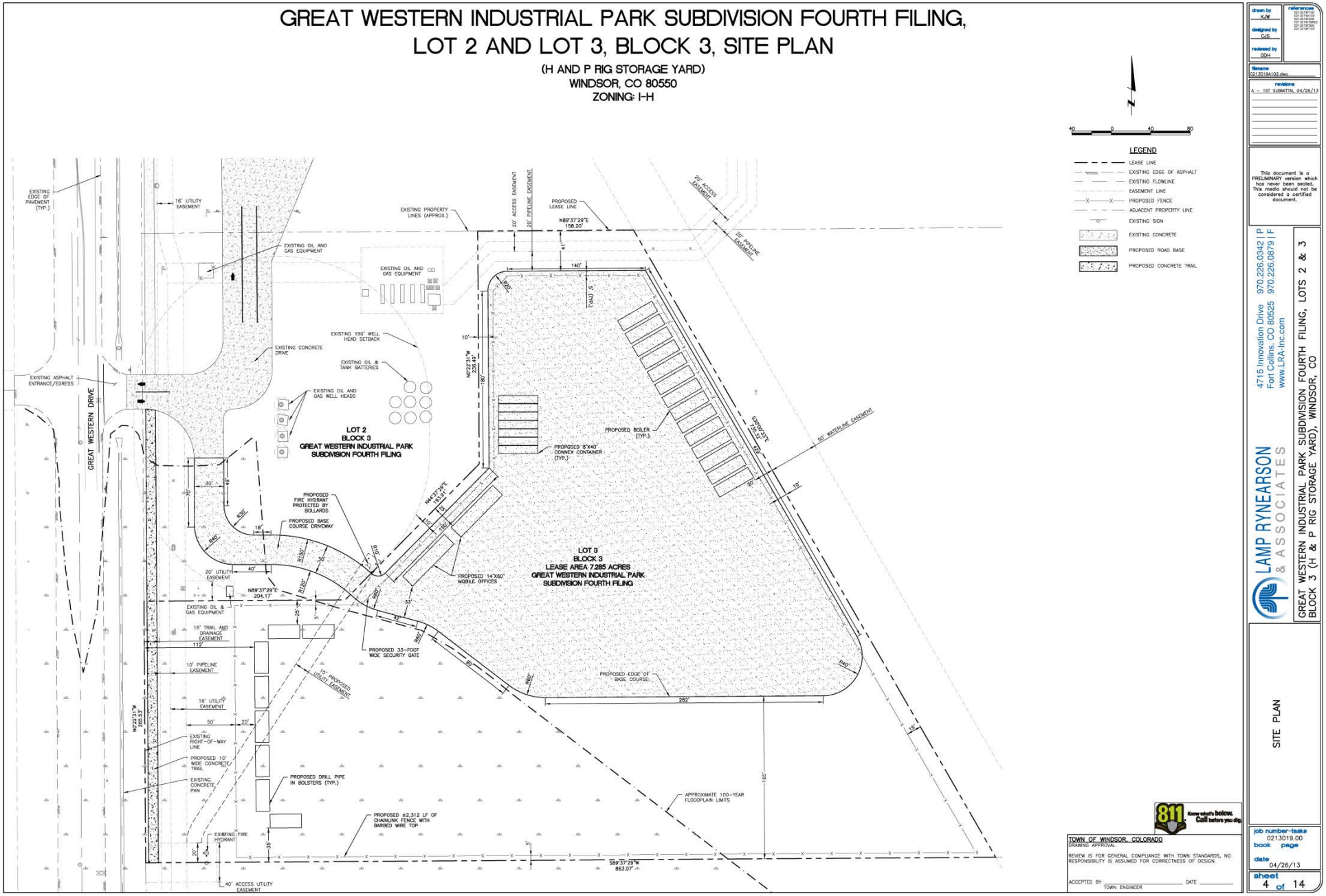
GREAT WESTERN INDUSTRIAL PARK SUBDIVISION FOURTH FILING, LOTS 2 & 3
BLOCK 3 (H & P RIG STORAGE YARD), WINDSOR, CO

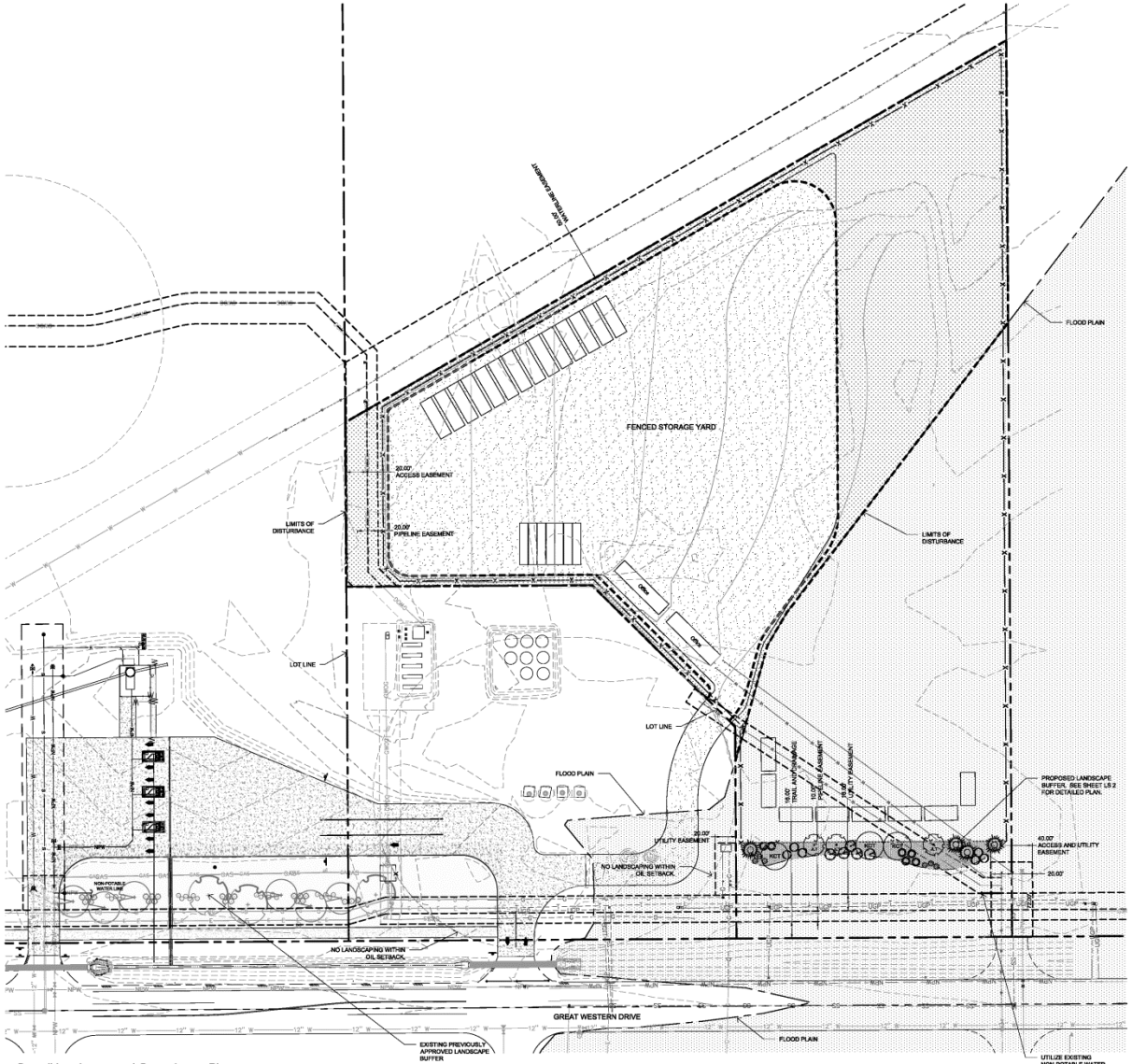
OVERALL MAP

job number–tasks 0213019.00
book page
date 04/26/13
sheet 3 of 14

SITE PLAN (DETAILED)



LANDSCAPE PLAN



Overall Landscape and Groundcover Plan

0 30' 45' 60' SCALE 1" = 30'-0"

NORTH

73,600 S.F. NON-IRRIGATED NATIVE GRASS MIX
ARKANSAS VALLEY SEED MIX - SEE NOTES OR APPROVED EQUAL

4,848 S.F. SMOOTH RIVER COBBLE
SHRUB BED AREAS TO RECEIVE MINIMUM 4"- 6" COBBLE OVER WEED BARRIER FABRIC

Plant List

KEY	QTY	RATIO	COMMON NAME	BOTANICAL NAME	HEIGHT	WIDTH	SIZE	INSTALLATION NOTES
SHADE / CANOPY TREES -	3							
KCT	3	30.0%	COFFEETREE, KENTUCKY (SEEDLES)	Gymnocladus dioicus 'Espresso'	55'	50'	2.3" cal. BB	BALANCED, WELL BRANCHED W/ STRAIGHT TRUNK & CENTRAL LEADER
EVERGREEN TREES -	4							
	4	40.0%	PINE, AUSTRIAN	Pinus nigra	45'	40,	6'-8' BB	FULL SPECIMEN, EVENLY AND WELL BRANCHED W/ STRAIGHT TRUNK & TOP LEADER
ORNAMENTAL TREES -	3							
JLT	3	30.0%	LILAC TREE, JAPANESE	Syringa reticulata	20'	20'	5" Clump BB	BALANCED, WELL BRANCHED W/ STRAIGHT TRUNK & CENTRAL LEADER
EVERGREEN SHRUBS -	6							
	6	-	JUNIPER, ARCADIA	Juniperus sabina 'Arcadia'	3'	5'	5 Gallon	12" (ft) FULL SPECIMEN, EVENLY AND WELL BRANCHED
DECIDUOUS SHRUBS -	17							
	6	-	MAHOGANY, MOUNTAIN	Cercocarpus ledifolius	15'	10'	5 Gallon	24" (ft) FULL SPECIMEN, EVENLY AND WELL BRANCHED
	6	-	OAK, GAMBLE	Quercus gambelii	15'	10'	5 Gallon	24" (ft) FULL SPECIMEN, EVENLY AND WELL BRANCHED
	5	-	SAND CHERRY, WESTERN	Prunus besseyi	5'	5'	5 Gallon	24" (ft) FULL SPECIMEN, EVENLY AND WELL BRANCHED

GENERAL NOTES

1. LANDSCAPE CONTRACTOR MUST CONTACT TOWN OF WINDSOR PARKS AND RECREATION DEPARTMENT PRIOR TO PLANTING IN ORDER FOR TOWN TO VERIFY PROPER PLANTING.
2. CONTRACTOR SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS DONE BY OTHER CONSULTANTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.
3. JOB SITE TO BE KEPT CLEAN AT ALL TIMES AND CONSTRUCTION AREAS ARE TO BE MAINTAINED FOR SAFETY.
4. SOILS DISTURBED ADJACENT TO WORK AREA, INCLUDING AREAS OUTSIDE OF CONSTRUCTION LIMITS, DUE TO NEW CONSTRUCTION ARE TO BE REGRADED AND SURFACE CONDITIONS REPAIRED EQUIVALENT TO THAT CONDITION PRIOR TO START OF WORK.
5. PROTECT EXISTING SURFACES AND SOILS, BOTH INSIDE AND OUTSIDE OF CONSTRUCTION LIMITS, DURING CONSTRUCTION. IF GRADES, CONCRETE OR ASPHALT ARE DAMAGED DUE TO CONSTRUCTION OPERATIONS OR WEATHER THE CONTRACTOR IS RESPONSIBLE FOR REPAIR TO THAT EQUIVALENT TO EXISTING CONDITIONS AT NO EXPENSE TO THE OWNER / TOWN
6. CONTRACTOR IS RESPONSIBLE FOR SETUP OF BARRICADES, WARNING SIGNAGE, OR OTHER PROTECTIVE DEVICES IF ANY EXCAVATIONS ARE LEFT EXPOSED AFTER ON-SITE WORK HOURS.
7. THE CONTRACTOR SHALL NOT PURPOSEFULLY PROCEED WITH ANY CONSTRUCTION PER PLANS PROVIDED WHEN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT WERE NOT CONSIDERED OR CHANGED AFTER PLANS WERE SUBMITTED. CONTRACTOR SHALL NOTIFY OWNER OR OWNER'S REPRESENTATIVE AND THE TOWN OF WINDSOR IF SITUATION ARISES AND REVISIONS ARE NECESSARY.
8. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND OTHER POLLUTANTS FROM ENTERING ANY STORM WATER SEWER SYSTEM OR, ADJACENT WATER WAYS, ETC., DURING THE DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE AND EXPENSE FOR THE CORRECTION OF ANY ADVERSE IMPACTS TO THE STORM WATER SEWER SYSTEM OR, ADJACENT WATER WAYS, WETLANDS ETC., RESULTING FROM THE WORK DONE AS PART OF THIS PROJECT/CONTRACT.
9. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE PRIOR TO BIDDING AND CONSTRUCTION, OF BECOMING AWARE OF ALL EXISTING AND PROPOSED UTILITIES, PIPES, STRUCTURES, ETC. CALL UNCC THREE DAYS BEFORE SCHEDULED WORK AT 811 OR 1-800-922-1987.
10. THE OWNER SHALL MAINTAIN LANDSCAPED AREAS WITHIN THE ADJACENT RIGHT-OF-WAY ADJACENT TO THEIR PROPERTY UNLESS AN APPROVED BUSINESS ASSOCIATION ASSUMES THIS OBLIGATION. MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO, IRRIGATING, MOWING, PRUNING, REMOVAL OF TRASH AND WEEDS, AND REPLACEMENT OF ANY REQUIRED PLANTINGS THAT BECOME DISEASED, INFESTED, OR OTHERWISE UNHEALTHY.
11. THE IRRIGATION SYSTEM SHALL BE REVIEWED AND APPROVED BY THE TOWN'S WATER DEPARTMENT PRIOR TO ISSUANCE OF A BUILDING PERMIT. THE IRRIGATION SYSTEM MUST BE INSTALLED OR SECURED WITH A FINANCIAL INSTRUMENT DEPOSITED WITH THE TOWN PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE BUILDING.

Native Grass Seed Mix

NON IRRIGATED NATIVE GRASS -

FOOTHILLS NATIVE GRASS MIX: SEED SHALL BE A MIXTURE THAT MATCHES THE FOLLOWING:

COMMON NAME	%
ANNUAL RYEGRASS	20%
SLENDER WHEATGRASS	15%
MOUNTAIN BROME	10%
PUBESCENT WHEATGRASS	10%
HARD FESCUE	10%
KENTUCKY BLUEGRASS	10%
INDIANGRASS	8%
BIG BLUESTEM	7%
BLUE GRAMA	5%
SWITCHGRASS	5%

1. SEED SHALL BE AS MANUFACTURED BY ARKANSAS VALLEY SEED SOLUTIONS, 4625 COLORADO BOULEVARD, DENVER, CO 80216, (877) 957-3337.
2. DRILLED IN TWO PERPENDICULAR DIRECTIONS WITH AN APPLICATION RATE: 26.0 LBS (PLS) PER ACRE (0.57 LBS / 1000 SF)
3. ADEQUATE TEMPORARY IRRIGATION OR BY WATER TRUCK WILL BE PROVIDED BY CONTRACTOR FOR THE ESTABLISHMENT AND MAINTENANCE OF THESE SEEDED AREAS, AND THAT NATIVE GRASSES SHALL BE MAINTAINED IN A CONDITION OF ACCEPTABLE HEIGHT, FREE OF WEEDS, TRASH AND DEBRIS, AND SHALL NOT REPRESENT A FIRE HAZARD NOR BECOME A NUISANCE SITE FOR WATER OR WIND EROSION.
4. PRIOR TO SEEDING A PRE CONSTRUCTION MEETING SHALL BE SCHEDULED WITH THE CITY FORESTRY MANAGER AT 970-339-2436.

MULCH IN ALL NATIVE SEED AREAS:

1. IMMEDIATELY FOLLOWING THE RAKING / SEEDING OPERATION, ADD STRAW MULCH TO THE SEEDED AREAS.
2. APPLY STRAW MULCH AT A MINIMUM OF 1.5 TONS PER ACRE OF AIR DRY MATERIAL. SPREAD STRAW MULCH UNIFORMLY OVER THE AREA WITH MECHANICAL MULCH SPREADER / CRIMPER. DO NOT MULCH WHEN WIND VELOCITY EXCEEDS 10 MPH.
3. WHEREVER THE USE OF CRIMPING EQUIPMENT IS PRACTICAL, PLACE MULCH IN THE MANNER NOTED ABOVE AND ANCHOR IT INTO THE SOIL. USE A DISC SUCH AS A MULCH TILLER, WITH A FLAT SERRATED DISC AT LEAS ¼ INCH IN THICKNESS, HAVING DULL EDGES, AND SPACE NO MORE THAN 9 INCHES APART, WITH DISCS OF SUFFICIENT DIAMETER TO PREVENT THE FRAME OF THE EQUIPMENT FROM DRAGGING THE MULCH. ANCHOR MULCH A MINIMUM DEPTH OF 2 INCHES AND ACROSS THE SLOPE WHERE PRACTICAL WITH NO MORE THAN TWO PASSES OF THE ANCHORING EQUIPMENT.
4. IMMEDIATELY UPON COMPLETION OF THE MULCHING AND BINDING OPERATION, THE SEEDED AREAS SHALL BE IRRIGATED, KEEPING THE TOP 2 INCHES OF SOIL EVENLY MOIST UNTIL SEED HAS UNIFORMLY GERMINATED AND GROWN TO A HEIGHT OF 2-INCHES.
5. WATERING APPLICATION SHALL BE DONE IN A MANNER WHICH WILL PROVIDE UNIFORM COVERAGE BUT WHICH WILL NOT CAUSE EROSION, MOVEMENT, OR DAMAGE TO THE FINISHED SURFACE.

TB GROUP
landscape architecture | planning | illustration
444 Mountain Ave.
Berthoud, CO 80513
tel. 970.532.5891
web TBGroup.us

LEAD

PROJECT TITLE

H & P RIG STORAGE YARD

Great Western Industrial Park Subdivision, Fourth Filing, Block 3, Lots 2 and 3

Site Plan

Windsor, Colorado

PREPARED FOR

LAMP, RYNEARSON & ASSOCIATES, INC.

4715 Innovation Drive
Fort Collins, Colorado
80525

PH: 970.226.0342

NOT FOR CONSTRUCTION
FOR REVIEW ONLY

CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
Know what's below.
Call before you dig.
CALL 2 WORKING DAYS IN ADVANCE BEFORE YOU DIG. MINE OR EXCAVATION TOP TO BEGIN OF UNDERGROUND MINERAL UTILITIES.

REVISIONS	DATE

DATE

04-26-13

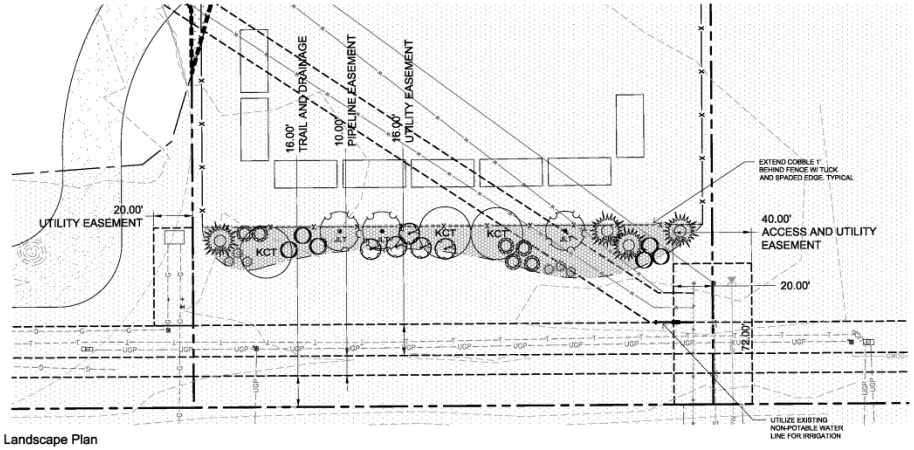
SHEET TITLE

Landscape Plan

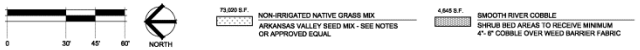
SHEET INFORMATION

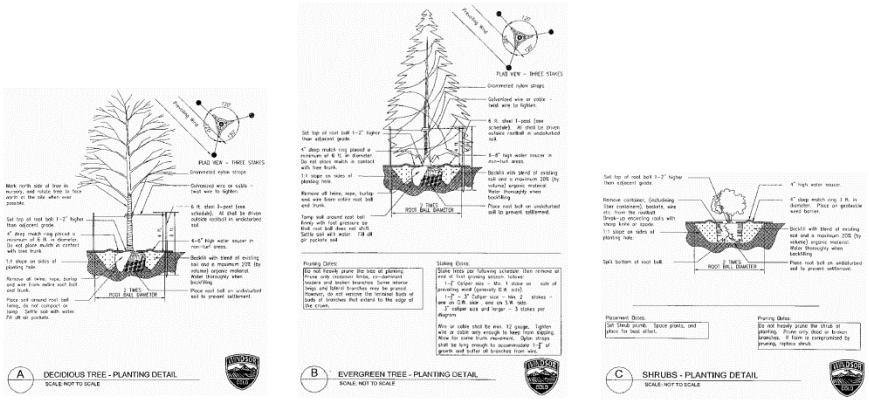
SHEET
12
OF 14

LANDSCAPE PLAN (DETAILED)



Landscape Plan





PLANTING DETAILS

Plant List

KEY	QTY	RATIO	COMMON NAME	BOTANICAL NAME	HEIGHT	WIDTH	SIZE	INSTALLATION NOTES
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EVERGREEN TREES -		4						
	4	40.0%	PINE, AUSTRIAN	Pinus nigra	45'	40,	6'-8' BB	FULL SPECIMEN, EVENLY AND WELL BRANCHED W/ STRAIGHT TRUNK & TOP LEADER
ORNAMENTAL TREES -		3						
JLT	3	30.0%	LILAC TREE, JAPANESE	Syringa reticulata	20'	20'	5' Clump BB	BALANCED, WELL BRANCHED W/ STRAIGHT TRUNK & CENTRAL LEADER
EVERGREEN SHRUBS -		6						
	6	-	JUNIPER, ARCADIA	Juniperus sabina 'Arcadia'	3'	5'	5 Gallon	12" (N) FULL SPECIMEN, EVENLY AND WELL BRANCHED
DECIDUOUS SHRUBS -		17						
	6	-	MAHOGANY, MOUNTAIN	Cercocarpus ledifolius	15'	10'	5 Gallon	24" (N) FULL SPECIMEN, EVENLY AND WELL BRANCHED
	6	-	OAK, GAMBLE	Quercus gambelii	15'	10'	5 Gallon	24" (N) FULL SPECIMEN, EVENLY AND WELL BRANCHED
	5	-	SAND CHERRY, WESTERN	Prunus besseyi	5'	5'	5 Gallon	24" (N) FULL SPECIMEN, EVENLY AND WELL BRANCHED

LANDSCAPE NOTES

1. STREET AND ORNAMENTAL TREES SHALL BE PLANTED NO CLOSER THAN FORTY (40) FEET AND FIFTEEN (15) FEET RESPECTIVELY FROM STREET LIGHTS. NO TREES SHALL BE PLANTED WITHIN TEN (10) FEET FROM WATER AND SEWER LINES, FOUR (4) FEET FROM GAS, TELEPHONE AND ELECTRIC UTILITIES, AND TEN (10) FEET FROM ANY DRIVEWAY.
2. MINIMUM CLEARANCE OF THREE (3) FEET ON EACH SIDE OF FIRE DEPARTMENT CONNECTION (FDC). NO VEGETATION OTHER THAN TURF OR GROUND COVERS PLANTED IN FRONT OF FDC.
3. NO SUBSTANTIAL IMPEDIMENT TO VISIBILITY BETWEEN THE HEIGHTS OF THREE (3) FEET AND EIGHT(8) FEET SHALL BE CREATED OR MAINTAINED AT STREET INTERSECTIONS WITHIN A SITE TRIANGLE DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EDGES OF THE DRIVING SURFACE, THEN TO FORTY (40) FEET ALONG BOTH INTERSECTING EDGES AND THEN ALONG A TRANSVERSE LINE CONNECTING THESE POINTS.
4. IF TREES OR SHRUBS ARE LOCATED ON TOP OF FIELD VERIFIED UTILITIES, CONTRACTOR SHALL NOTIFY OWNER BEFORE ANY DIGGING HAS COMMENCED. VERIFY WITH OWNER IF AND WHICH SHRUBS/TREES SHALL BE TAKEN OUT OF PROJECT/CONTRACT.
5. ALL LANDSCAPE AREAS SHALL BE MAINTAINED, INCLUDING MOWING, WATERING AND FERTILIZING BY CONTRACTOR, UP TO FINAL ACCEPTANCE. AT SUCH TIME OWNER WILL BE RESPONSIBLE FOR ALL MAINTENANCE. LANDSCAPE AND IRRIGATION WILL BE WARRANTED FOR ONE (1) FULL YEAR AFTER FINAL ACCEPTANCE BY OWNER
6. TO THE MAXIMUM EXTENT FEASIBLE, TOPSOIL THAT IS REMOVED DURING CONSTRUCTION ACTIVITY SHALL BE CONSERVED FOR LATER USE ON AREAS REQUIRING REVEGETATION AND LANDSCAPING.
7. EXCAVATED MATERIAL TO BE USED AS FILL WILL HAVE ALL ROCKS, DEBRIS, WASTE MATERIAL, FROZEN MATERIAL, VEGETATION LARGER THAN 3" IN ANY DIMENSION REMOVED BEFORE PLACEMENT AND COMPACTION OF SOIL.
8. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING FOUNDATIONS AND A SMOOTH TRANSITION BETWEEN ALL ADJACENT EXISTING GRADES AND PROPOSED GRADES
9. PRIOR TO FINE GRADING, SOD AREAS AND / OR PLANTING BEDS, SHALL BE THOROUGHLY LOOSENED AND TILLED TO A 6" DEPTH. REMOVE ALL UNSUITABLE TOPSOIL, INCLUDING ALL ROCKS LARGER THAN 3 INCHES IN ANY DIRECTION, ALL CONCRETE, TRASH, DEBRIS, WEEDS, ROOTS AND OTHER WASTE MATERIALS. AFTER THAT TIME ORGANIC AMENDMENTS SHALL THEN BE THOROUGHLY TILLED AND INCORPORATED TO A MINIMUM 6" DEPTH IN THESE AREAS AT THE MINIMUM OF RATE OF 3 CU. YDS. / 1,000 SQ.FT.
10. UNIFORMLY COMPACT AND FINE GRADE THESE SOD / GRASS AREAS AND PLANTING BEDS TO A SMOOTH SURFACE, FREE FROM IRREGULAR SURFACE CHANGES. CUT OUT SOFT SPOTS, FILL IN LOW SPOTS AND TRIM HIGH SPOTS TO COMPLY WITH REQUIRED GRADE TOLERANCES.
11. ONCE COMPACTED AND FINE GRADED ALL ROCKS, DEBRIS, WASTE MATERIAL AND VEGETATION MATERIAL LARGER THAN 1/2" WILL BE RAKED FROM THE SURFACE AND REMOVED FROM SITE.
12. NATIVE SEEDED AREAS - ADEQUATE IRRIGATION WILL BE PROVIDED FOR THE ESTABLISHMENT AND MAINTENANCE FOR THESE SEEDED AREAS, AND THAT NATIVE GRASSES SHALL BE MAINTAINED IN A CONDITION OF ACCEPTABLE HEIGHT, FREE OF WEEDS AND DEBRIS, AND SHALL NOT REPRESENT A FIRE HAZARD NOR BECOME A NUISANCE SITE FOR WATER OR WIND EROSION.
13. ALL TREES AND SHRUBS OUTSIDE OF IRRIGATED AREAS ARE TO BE IRRIGATED WITH A DRIP IRRIGATION SYSTEM. PERENNIAL SHRUB BEDS SHALL BE IRRIGATED BY 6" POP-UP SPRAY HEADS. IRRIGATION SYSTEM WILL BE DESIGNED AND BUILT BY CONTRACTOR.
14. ALL PLANT MATERIALS ARE SIZED AND OUTLINED IN PLANT LIST. ALL PLANTS TO BE PLANTED IN AMENDED SOIL AND STAKED AS SHOWN IN DETAILS. ALL PLANT MATERIAL SHALL MEET OR EXCEED THE CODE OF STANDARDS CURRENTLY RECOMMENDED BY THE COLORADO NURSERY ACT FOR NUMBER ONE GRADE.
15. IF PLANTS ARE IN NEED OF REPLACEMENT DUE TO DECLINING HEALTH, DISEASE, OR DEATH, THE PLANTS MUST BE REPLACED WITH THE ORIGINAL SPECIES UNLESS APPROVED BY THE TOWN FORESTER.
16. CHANGES IN PLANT SPECIES OF PLANT LOCATIONS FROM WHAT IS LISTED ON THE LANDSCAPE PLAN WILL REQUIRE THE APPROVAL OF THE TOWN FORESTER PRIOR TO INSTALLATION OF REPLACEMENT. OVERALL QUANTITY AND QUALITY TO BE CONSISTENT WITH THE APPROVED PLANS. IN THE EVENT OF CONFLICT WITH THE QUANTITIES INCLUDED IN THE PLANT LIST, SPECIES AND QUANTITIES SHALL BE PROVIDED.
17. ALL TREES AND SHRUBS TO BE BALLED AND BURLAPPED, OR CONTAINERIZED.
18. ALL PLANT MATERIAL SHALL HAVE ALL WIRE, TWINE, BASKETS, BURLAP, AND ALL OTHER NON-BIODEGRADABLE CONTAINMENT MATERIAL REMOVED FROM THE TRUNK AND/OR ROOT BALL OF THE PLANT, PRIOR TO PLANTING.
19. ALL SHRUB BEDS SHALL HAVE MINIMUM 6" DEPTH SHREDDED CEDAR MULCH - NATURAL COLOR AND/OR WASHED SMOOTH COBBLE. A CONTINUOUS LAYER OF TYPAR LANDSCAPE FABRIC OR APPROVED EQUAL SHALL BE INSTALLED IN ALL SHRUB BEDS WITH 6" OVERLAP AT SEAMS WITH 4" STAPLES 4' O.C. IN ALL DIRECTIONS.
20. EDGING BETWEEN GRASS TYPES AND SHRUB BEDS SHALL BE HEAVY DUTY STEEL EDGER MIN. 14 GA x 4" WITH ROLLED TOP AND SHALL BE SET LEVEL WITH PROPOSED GRADES

Irrigation Notes

1. ENTIRE IRRIGATION SYSTEM AND ASSOCIATED IRRIGATION TAP(S) TO BE SIZED, DESIGNED AND BUILT BY CONTRACTOR UTILIZING THE EXISTING NON-POTABLE WATER LINE AS INDICATED ON PLANS . IRRIGATION CONTRACTOR SHALL VERIFY P.S.I. AND GPM AVAILABLE. SYSTEM SHALL BE DESIGNED TO MEET THE AVAILABLE P.S.I. AND GPM. IF NECESSARY CONTACT THE WATER DEPARTMENT PRIOR TO BEGINNING DESIGN TO OBTAIN AVAILABLE PRESSURES.
2. ALL INDICATED SOD GRASS AREAS ARE TO BE IRRIGATED BY A PERMANENT UNDERGROUND AUTOMATIC IRRIGATION SYSTEM. TURF AREAS LESS THAN 25 FEET IN WIDTH ARE TO BE IRRIGATED WITH POP-UP SPRAY HEADS AND AREAS GREATER THAN 25 FEET SHALL USE A ROTOR POP-UP SPRAY SYSTEM.
3. ALL TREES, SHRUBS AND PERENNIALS OUTSIDE OF IRRIGATED SOD AREAS, ARE TO BE IRRIGATED WITH A PERMANENT DRIP IRRIGATION SYSTEM.
4. IRRIGATION SYSTEM WITH RAIN SENSOR AND NECESSARY SLEEVING WILL BE DESIGNED AND BUILT BY CONTRACTOR AND ADJUSTED TO A LOW WATER REQUIREMENT, BASED ON THE NEEDS OF SELECTED PLANT MATERIAL.
5. QUICK COUPLERS SHALL BE PROVIDED AT EACH POINT OF CONNECTION AND AT REGULAR SPACING ALONG THE IRRIGATION MAINLINE. SPACING OF QUICK COUPLES SHALL NOT EXCEED 200 FEET. LOCATE QUICK COUPLING VALVE AT A POINT OF EASY ACCESS.
6. FINAL LOCATION OF IRRIGATION HEADS MUST BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO PLANTING. HEAD LOCATION SHALL BE COORDINATED IN THE FIELD WITH EXISTING SITE CONDITIONS AND PLANT MATERIAL.
7. ALL IRRIGATION TRENCHES SHALL BE PROPERLY WATERED AND COMPACTED TO AVOID FUTURE SETTLING. ANY SETTLING DURING WARRANTY PERIOD WILL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
8. COORDINATE ALL IRRIGATION WORK WITH EXISTING UTILITIES AND RESPECTIVE TRADES.
9. ALL IRRIGATION SLEEVING SHALL BE PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. IRRIGATION CONTRACTOR SHALL COORDINATE SLEEVING LOCATIONS WITH GENERAL CONTRACTOR. ALL IRRIGATION SLEEVING TO BE STAKED IN THE FIELD OR LOCATED ON DIMENSIONED "AS-BUILT" DRAWING BY THE GENERAL CONTRACTOR TO ALLOW FUTURE USE AND LOCATION.

TB GROUP
landscape architecture | planning | illustration
444 Mountain Ave.
Berthoud, CO 80513
tel 970.532.5891
web TBGroup.us

SEAL

PROJECT TITLE

H & P RIG STORAGE YARD

Great Western Industrial Park Subdivision, Fourth Filing, Block 3, Lots 2 and 3

Site Plan

Windsor, Colorado

PREPARED FOR

LAMP, RYNEARSON & ASSOCIATES, INC.

4715 Innovation Drive
Fort Collins, Colorado
80525

PH: 970.226.0342

NOT FOR CONSTRUCTION
FOR REVIEW ONLY

CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
Know what's below.
Call before you dig.
CALL 2 WORKING DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR DISCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

REVISIONS	DATE

DATE

04-26-13

SHEET TITLE

Landscape Notes

SHEET INFORMATION

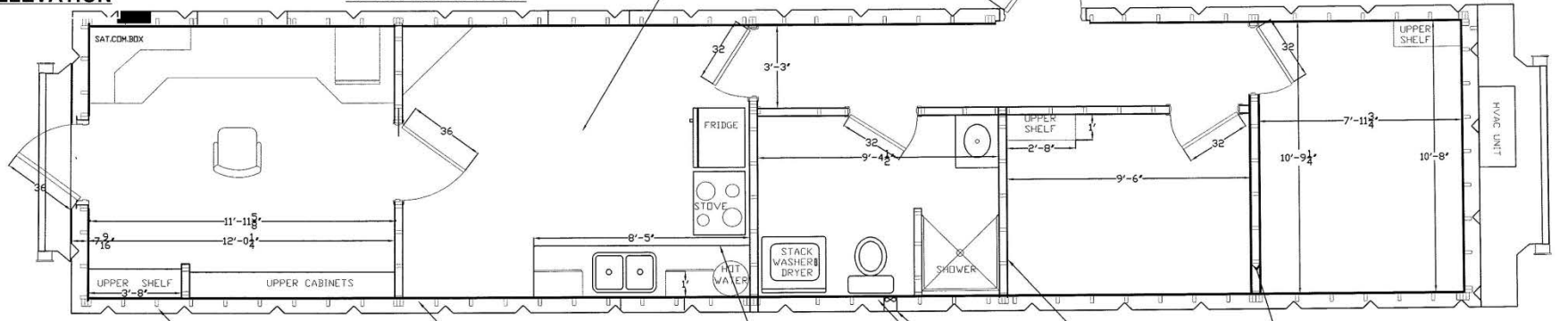
SHEET
13
OF 14

BUILDING ELEVATIONS

SIDE ELEVATION

REAR ELEVATION

FRONT ELEVATION



FRONT ELEVATION

D	10/25/10	NOTE ON FIRE WALL & W. H. SERVICE DOOR
C	11/13/09	CHG DIM TO FRACTIONS
B	10/22/09	ADDED 1/2" FIRE SEP, REMOVED GRILLS, LIGHTS
A	9/28/09	HALL WIDTH, VENT FAN, ATTIC VENTS

D.B.I.
"AT YOUR SERVICE"
MACHINE
1416 Sanderville Sharon Rd.Laurel,Ms 39443
(601)649-2524 E-mail:fabwld@dannybyrdinc.com

TITLE: RIG MANAGER HOUSE
CUSTOMER:
PROJECT: INTERIOR CONSTRUCTION

DRAWN:	DATE:	DWG.NO.:	REV:
REB	10/21/09	C	D
SCALE: NTS	SHEET: 1 of 1		

SHEET 14 OF 14

M E M O R A N D U M

Date: June 10, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Melissa M. Chew, CPRP, Director of Parks, Recreation & Culture
Re: Resolution 2013-30 - Approving an Intergovernmental Agreement between the Town of Windsor, Colorado, and Larimer County
Item #: C.10.

Background / Discussion:

The Parks, Recreation & Culture Advisory Board (PReCAB) and staff have recently held several discussions about conservation easements, specifically those related to the Poudre River Initiative Grant through GOCO. As Windsor does not have much experience with conservation easements, GOCO has asked that any easements relative to this grant be held jointly between Windsor and Larimer County such that we gain more experience.

This Intergovernmental Agreement sets the stage to jointly hold easements with Larimer County as described in the grant application referenced above. It has been reviewed by legal counsel on both sides, and was presented to PReCAB on June 4th who recommended approval.

Also on June 4th, PReCAB visited the Sheep Draw site, one of the proposed acquisitions by Greeley in the grant that will have a jointly held conservation easement. Each easement will follow the outline for acquisition as contained in the Conservation Easement Level of Service Standards, attached. As such, Town Board will have an opportunity to take action on each easement. The standards are a compilation of some existing practices and materials for wise stewardship that were reviewed and adopted by PReCAB earlier this year.

Financial Impact:

N/A relative to the IGA. Stewardship fees will be addressed with each specific easement.

Relationship to Strategic Plan:

N/A However, holding conservation easements and preservation of ecologically valuable lands is identified in both the Comprehensive Plan and the Parks, Recreation, Open Space and Trails Master Plan.

Recommendation:

Move to approve Resolution 2013-30, Approving An Intergovernmental Agreement between the Town of Windsor, Colorado, and Larimer County with Respect to Co-

Management of Conservation Easements Funded in Part Through the Great Outdoors Colorado (GOCO) Poudre River Initiative Grant

Attachments:

b. Resolution 2013-30
c. Intergovernmental Agreement Between the Town of Windsor, Colorado, and Larimer County with Respect to Co-Management of Conservation Easements
d. Conservation Easement Level of Service Standards

TOWN OF WINDSOR

RESOLUTION NO. 2013-30

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR, COLORADO, AND LARIMER COUNTY WITH RESPECT TO CO-MANAGEMENT OF CONSERVATION EASEMENTS FUNDED IN PART THROUGH THE GREAT OUTDOORS COLORADO (GOCO) POUDRE RIVER CORRIDOR AND REGIONAL TRAIL INITIATIVE GRANT

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

WHEREAS, portions of the Town lie within Larimer County ("County"); and

WHEREAS, the Town and Larimer County have a long history of cooperation and mutual assistance with respect to resource management and open space protection; and

WHEREAS, the City of Greeley ("Greeley") desires to acquire fee title to certain parcels of real property which will be encumbered by conservation easements located in the County of Weld, State of Colorado, as part of the Great Outdoors Colorado (GOCO) Poudre River Corridor and Regional Trail Initiative Grant, of which Windsor was a partner; and

WHEREAS, the Town, Greeley and the County desire to cooperate in the ownership, management and accountability associated with the GOCO-funded conservations easements; and

WHEREAS, in order to satisfy the requirements of GOCO for the ongoing management of the property and the conservation easements, the Town and Larimer County have negotiated the attached "Intergovernmental Agreement Concerning Co-Holding of Conservation Easements in Weld County" ("IGA"); and

WHEREAS, the Director of Parks, Recreation and Culture and the Town Attorney have participated in the negotiations and have reviewed the IGA on the Town's behalf; and

WHEREAS, the attached IGA will enable the use of GOCO funding for preservation of natural areas beneficial to the Town's residents and visitors; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. authorizes governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each, including the sharing of costs; and

WHEREAS, the Town Board wishes to approve the attached IGA, and to authorize the Mayor to execute it on the Town's behalf.

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

1. The attached IGA between the Town of Windsor and Larimer County, incorporated herein by this reference as if set forth fully, is hereby approved by the Windsor Town Board.

2. The Mayor is hereby authorized to execute the attached Agreement on behalf of Windsor.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 10th day of June, 2013.

TOWN OF WINDSOR, COLORADO

By:_____
John S. Vazquez, Mayor

ATTEST:

_____
Patti Garcia, Town Clerk

INTERGOVERNMENTAL AGREEMENT
CONCERNING CO-HOLDING OF CONSERVATION EASEMENTS IN WELD COUNTY

This Agreement is made this _____ day of June, 2013, by and between the TOWN OF WINDSOR, COLORADO (the "Town") and LARIMER COUNTY, COLORADO ("Larimer County").

WHEREAS, part of 2 of Article 1 of Title 29, C.R.S. authorizes governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each, including the sharing of costs; and

WHEREAS, the City of Greeley desires to acquire fee title to certain parcels of real property which will be encumbered by conservation easements located in the County of Weld, State of Colorado, as part of the Great Outdoors Colorado (GOCO) Poudre River Corridor and Regional Trail Initiative Grant (log #12613), those parcels are legally described in Exhibit A; and

WHEREAS, the parties recognize that certain lands along the Poudre River in both Larimer and Weld counties are important to be protected from development through various means such as fee acquisition, conservation easements, and regulatory measures; and

WHEREAS, Larimer County has imposed a sales and use tax ("Help Preserve Open Spaces Sales Tax") for the purchase and maintenance of open space, natural areas, parks and trails and a portion of the funds generated by said sales tax are distributed to municipalities located within Larimer County; and

WHEREAS, the Town receives a share of the Larimer County Revenues for the purchase and maintenance of open space, natural areas, parks and trails for the benefit of the Windsor community; and

WHEREAS, the Town and Larimer County anticipate co- holding conservation easements on those lands acquired by the City of Greeley as part of the GOCO Poudre River Corridor and Regional Trail Initiative grant project, those parcels are legally described in Exhibit A e (the "Properties"); and

WHEREAS, the parties desire to cooperate with one another concerning the responsibilities for holding the conservation easements and all responsibilities inherit therein including development of baseline documentation reports and management plans, annual monitoring, and defense of the conservation easements.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

A. <u>Managing Entity</u>

The Town of Windsor will be the primary lead in managing the oversight of the conservation easements. Subject to annual appropriation and the limitations set forth in the Colorado Constitution with respect ot local governments, all costs associated with development of reports, documents, annual monitoring and easement defense will be borne by the Town. The Town will also serve as the primary contact to Great Outdoors Colorado (GOCO) and any other state or federal agencies that govern the amendment, transfer or disposition of these conservation easement properties.

B. Baseline Documentation Report

By the time of closing, the Town shall be the primary party responsible for ensuring development of a baseline documentation report for each property. Larimer County may provide technical assistance and staff expertise to assist with the development of the baseline and/or contractor selection as needed. To the extent Larimer County assists in or develops the report, Larimer County will be a signatory of the baseline documentation report.

C. Management Plan.

The City of Greeley will write and update (as needed) a Management Plan for each conservation easement property per GOCO requirements. Both the Town and Larimer County will jointly review and approve the draft Management Plans. The Management Plans shall provide for a resource inventory for each of the properties and establish a plan to address issues including, but not limited to, any facilities for appropriate public access, weed control, necessary improvements and restoration needs. The Town will be responsible for ensuring that the City of Greeley manages the properties in concert with the adopted Management Plans and completes regular reviews/updates of the plans as needed.

D. Annual Monitoring.

The Town will be responsible for completing, and providing a copy to Larimer County and the City of Greeley, an annual monitoring report including associated photographs and maps. Larimer County shall be notified at least one week in advance of all monitoring visits.

E. Easement Defense.

Subject to annual appropriation and the limitations set forth in the Colorado Constitution with respect ot local governments, the Town is solely responsible for defending all conservation easement properties and will incur all financial costs (legal, consulting, etc.) needed for their defense.

F. Miscellaneous Provisions.

1. This Agreement may not be assigned by either party without the prior written consent of the other party.

2. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

3. Nothing in this Agreement waives the immunities, limits of liability, or other terms and conditions of the Colorado Governmental Immunity Act as now in force or hereafter amended.

4. Any notices required or permitted to be given shall be in writing and personally delivered to the office of the parties of by first class mail, postage prepaid, as follows:

To Larimer County: Director
Larimer County Natural Resources Department
1800 South County Road 31
Loveland, Colorado 80537-9638

To the Town of Windsor: Director
Town of Windsor Parks, Recreation & Culture
301 Walnut Street
Windsor, CO 80550

5. Any such notice shall be effective (i) in the case of personal delivery, when the notice is actually received, or (ii) in the case of first class mail, the third day following deposit in the United States mail, postage prepaid, addressed as set forth above. Any party may change these persons or addresses by giving notice as required above.

6. This Agreement shall be effective upon the date of the last party to sign.

TOWN OF WINDSOR, COLORADO

Dated:_____ By: _____
Mayor

ATTEST: APPROVED AS TO FORM:

_____ _____
Town Clerk Town Attorney

LARIMER COUNTY, COLORADO

Dated:_____ By: _____
Chair, Board of County Commissioners

ATTEST:

_____
Deputy Clerk

APPROVED AS TO FORM:

_____
County Attorney

TOWN OF WINDSOR
COLORADO

Conservation Easements are effective tools to preserve significant natural, historical or cultural resources.

Conservation Easement Stewardship

Level of Service Standards

March 2013

Summary

Conservation easements are an effective way to preserve land and open space for future generations without an outright purchase of land. A conservation easement might preserve working farms, natural resources, cultural or historical sites or lands with valuable attributes.

The foundation of an effective easement stewardship program is based on good working relationships with landowners. This is true for easements initiated by landowners as well as the Town of Windsor. When the Town serves as an easement holder, it has a legal and ethical responsibility to ensure that landowners comply with the terms of their conservation easements to uphold the public benefit. Since conservation easements are for public benefit, it is paramount that the public has confidence in the Town's ability to fulfill stewardship responsibilities. Communication, conservation easement deeds, good baseline inventory data, annual monitoring and perhaps management plans are effective ways to define the terms of an easement, and promote good stewardship of the public trust.

Windsor's level of service standards reflect management practices recommended and also rules established by the Colorado Division of Real Estate pursuant to Title 12, Article 61 and Title 24, Article 24 of the Colorado Revised Statutes regarding the conservation easement certification program, Colorado Open Space Alliance's (COSA) document Holding Conservation Easements: A Local Government Best Practices Handbook (2009) and guidance from the Center for Excellence of the Colorado Coalition of land Trusts. Further materials were obtained by the National Alliance for Land Trusts and the Trust for Public Lands.

What is a Conservation Easement?

A conservation easement is a legal document which contains permanent restrictions on the use or development of a specific property. Landowners enter into a conservation easement as a voluntary act to preserve the resource values that are found on the protected land. Each easement is individually crafted to reflect the needs and objectives of the landowner and the agency receiving the easement. Public access may be granted in the original conservation easement or under a separate access easement has been granted by the owner.

The easement must be granted to a qualified conservation-oriented governmental entity (such as The Town of Windsor), or a private non-profit land trust (such as Legacy Land Trust).
The process for establishing, monitoring and reporting on conservation easements is contained in this Stewardship document. However, there are three critical components in the creation of a conservation easement:

- a willing landowner (grantor)
- a qualified receiving entity (grantee)
- a property that has resource values which warrant protection

There are potential tax implications for granting a conservation easement:

- Property Taxes---in Larimer County and Weld County, agricultural property tax rates are already low and may not be affected much.
- Income Taxes-Under the current (2010) federal law, if the conservation easement is donated it may be considered a tax-deductible charitable gift, which would allow the donor to deduct a percentage of his or her adjusted gross income in the year of the gift.
- Estate Taxes-If estate taxes are due, they often are reduced because the property value has been diminished by the granting of the conservation easement.
- State Tax Credit Program-A landowner may earn a credit for State taxes (up to a maximum of $375,000) for the donation of a conservation easement. These credits are transferable, i.e. they can be sold if the landowner cannot utilize them to reduce his/her own taxes.

Property owners should seek information from their attorneys and financial advisors regarding the legal and tax implications of establishing a conservation easement on their property!

Once a Conservation Easement is established, the landowner has certain responsibilities:

- to utilize the property in a manner that protects the conservation values
- to allow only those uses which are identified in the conservation easement as "permitted uses"
- to prevent those uses which are specifically stated as "prohibited" in the easement, or other uses which would negatively affect the conservation values.
- to allow the recipient agency to access the property at least once per year to confirm that the terms of the conservation easement are being followed.

What's the distinction between a conservation easement and land purchased outright?

- land under easement stays in private ownership and use, in accordance with the terms of the easement.
- when land is sold to a resource agency, the landowner gives up all use of the land, and it will be used for those purposes as determined by the purchasing entity e.g. parks, trails, open space.
- if purchased, the amount paid for a conservation easement will be less than that paid when the land is sold outright.

Background

The 2006 Update of the Town of Windsor Comprehensive Plan, which was adopted by the Planning Commission and accepted by Town Board, identifies several goals for long term community development where conservation easements may play a role:

- Using sound conservation practices, unique and distinctive natural features, sensitive ecosystems, critical wildlife habitats, and other unique natural resources should be conserved and preserved in a manner that assures their protection from adverse impacts.
- Community growth should respect and incorporate existing environmental constraints and opportunities to assure that new development and redevelopment will be harmonious with the area's natural and manmade environments.
- Provide for the conservation of natural resources, particularly water, and implement directives which promote a cleaner, more water-efficient, and aesthetically-appealing community.
- Community growth should include measures to protect and promote Windsor's cultural heritage and resources.

Additionally, the Comprehensive Plan establishes several policies to guide the decision making process, where again, conservation easements might play a role:

- Preserve unique, sensitive and critical natural areas such as lakes, rivers, streams, arroyos, aquifer recharge areas, ridgelines, bluffs, significant wildlife habitats (wetlands and riparian areas, native grasslands, floodplains), significant stands of plants, scenic vistas, historical areas, archeological sites and other unique landscapes. Alteration of key natural resource features necessitated by development may be offset through mitigation or replacement.
- Important wildlife species should be protected by preserving key wildlife habitat, wildlife "friendly" fencing design and working on regional programs to protect wildlife.
- Developments occurring within areas identified on the Environmental Resources and Hazards Map or other areas identified by the Town or referral agency may require special studies including: special engineering practices, wildlife and habitat surveys, resource mapping, visual simulations and/or other mitigating actions before development may proceed in areas of high environmental sensitivity. These studies will be the responsibility of the developer.
- The Town should ensure that buffer areas of limited development or no development are preserved adjacent to important natural features. Important natural features shall include; major ridgelines, lakes, ponds, streams, arroyos, Poudre River, sensitive wildlife habitats, unique vegetation areas, wetlands, wildlife corridors, historical areas and archeology sites. Minimum recommended buffer distances (measured from the edge of the natural feature):
    - Low sensitivity features: 50 feet (example - drainages, canals, ditches)
    - Moderate sensitivity features: 100 feet (example - wetlands, ridgelines, riparian areas)
    - High sensitivity features: 300 feet (example - Poudre River, waterfowl nesting areas).
    - Other natural features may require greater buffer distances.
- Preserve and promote the Community's historic resources through the Historic Preservation Commission, historic resource surveys, historic preservation planning and

incentives, and operation of the Museums and Cultural Affairs (Art & Heritage) Division. The Town should encourage public education on cultural resources through school programs, public outreach efforts, museums, cultural events and the development of a historic walking tour.

Additionally, the 2007 Update of the Parks, Recreation, Trails and Open lands Master Plan, adopted by the Parks Recreation & Culture Board as well as Town Board, also identifies developing an Open Lands program as a goal where conservation easements may help to accomplish objectives:

Goal: Develop and articulate an Open Lands Program and Approach for the Town of Windsor to protect its natural values and allow the co-existence of wildlife and human life where appropriate and possible.

Strategies:

- Communicate previously adopted definition of Open Lands and a Level of Service Statement that are appropriate and fitting for the Town of Windsor.
- Utilize a method of evaluation for determining open lands acquisition and/or easement priorities based on the values represented by potential properties.
- Determine potential acquisitions and/or easements for evaluation.
- Consider developing an Open Space land dedication requirement.
- Determine potential funding mechanisms for open lands acquisitions.
- Enhance Open Lands management and maintenance policies and practices.
- Take a comprehensive planning approach toward Open Lands preservation in the Town of Windsor.

Implementation

Resolution 2008-59 establishes a simple process for actual acceptance of a conservation easement. Town Board is the final authority for acceptance, acting on recommendation from the Parks, Recreation & Culture Board. The following criteria is outlined in the resolution:

- The proposed conservation easement protects and preserves a community buffer, significant and desirable scenic views or trails.
- The proposed conservation easement protects and preserves the area's cultural identity, archaeological sites or agricultural heritage.
- The proposed conservation easement protects significant and desirable ecological resources, including aquatic environments, wildlife habitat and unique vegetation.

Additionally, the resolution allows for the collection of a stewardship fee as a condition of accepting the easement to allow the Town to monitor the conservation easement and to fund any future easement enforcement costs.

DOCUMENT : Resolution 2008-59

Accountability

The Town of Windsor has available a Landowner's Information Packet. The purpose of this material is to inform landowners of the process of dedicating a conservation easement, whether the easement might be acquired via donation (whereby landowners might pursue tax credits), purchase or a combination of these efforts.

DOCUMENT : Landowner Information Packet (contains Conservation Easement Stewardship Level of Service Standards, Resolution 2008-59, and other documents developed by outside agencies)
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Evaluation
Before a conservation easement is presented for consideration, staff shall complete due diligence in evaluating the proposed easement. Staff shall consider the values of the proposed easement as outlined in the above referenced Resolution, and rate the value of the prospective property. The Town Board may provide direction via Executive Session for negotiations and acquisition.

DOCUMENT : Criteria Evaluation Checklist and Ranking; Process Flowchart
STAFF: Director of Park, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Appraisal
An appraisal shall be completed on the property by an independent third party for use by both the property owner and the Town. It may be utilized as a tool for reaching an appropriate price if the easement is purchased; or utilized by the property owner regarding tax credits. The cost of such appraisal shall be borne by the initiator of the easement, or the property owner if tax credits are sought.

DOCUMENT : N/A
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed. Outside entity.

Baseline Data Report
A thorough report of baseline date shall be prepared by an independent third party. In the future, this may be performed by staff if expertise is available. The cost of such study shall be borne by the initiator of the easement, or the property owner if tax credits are sought. The Baseline Data report should be completed prior to acceptance of the easement, but at the very least be completed within nine (9) months of closing.

DOCUMENT : N/A
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed. Outside entity.

Document Development
Staff shall involve the owner in meetings to determine their wants and needs, and the objectives of a conservation easement, resulting in a listing of reserved rights of the property owner, and both allowed and prohibited uses. When acceptable terms are reached, the easement shall be conveyed via Deed.

The easement shall be in perpetuity, providing permanent protection for the stated conservation values.

Staff will also evaluate the Town's capacity to monitor and /or maintain the easement property, which may be variable depending on the terms of the easement.

DOCUMENT : Sample Deed
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Attorney, other staff as needed. Outside entity.

Management Plan
Certain property values and certain retained rights, along with the anticipated use of the property (for example, recreational access) may require the development of a Management Plan. Such a plan should outline proposed access, development, improvement and uses in further detail than the stated rights in the deed. Management Plans be updated from time to time as needed to reflect current management practices and needs. This may be developed by staff or an outside party, and the cost is borne by the Town.

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed. Outside entity.

Recommendation
Once the necessary documents have been developed, materials are presented to the Parks Recreation & Culture Advisory Board (PReCAB) for review. PReCAB would conduct a Public Hearing regarding the easement acquisition and formulate a recommendation to the Town Board, who has final authority over approval of conservation easements.

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Manager, Town Attorney, other staff as needed.

Monitoring
This practice of regularly inspecting and documenting the conditions of the easement property ensures the property is protected over time. Monitoring is essential to: build rapport with the property owner; save time and money by identifying problems early on; document violations;

provide a record of property conditions in case of any necessary court action; and satisfy Internal Revenue Service requirements for tax-deductible easements. The Town of Windsor will conduct at least one monitoring visit per year, within 12-14 months of the previous visit, when snow is not present. The process is as follows:

- Town sends letter to owners of all easement properties at the beginning of the monitoring season notifying them that a monitoring appointment will be set up.
- Staff calls the landowner or the land manager of the easement property to set up a site visit for monitoring.
- Before the site visit, staff will review the monitoring reports from previous years as well as the Easement Deed and legal description, and Management Plan (if applicable) to become familiar with rights, restrictions, condition of the property, and issues/problems related to land management.
- Gather material for the site visit including, but not limited to: camera and film, maps, surveys, aerial photos, Easement Deed, Management Plan (if applicable) and monitoring report forms.
- At the site visit, interview the owner or manager to discuss any changes that were made to the property since the previous year. Conduct phone interviews if a meeting on the property is not possible. Document on the monitoring report.
- Inspect the property. Staff has the right to inspect all of the easement property during the visit. The landowner or manager should tour the property with staff. For orientation purposes, new staff should request a guided tour of the property by the owner or manager.
- Compare current property conditions with the written observations and photos from the previous monitoring visit. Make note of any major natural or man-made changes and thoroughly document. Take new photos at established photo points and map.
- Complete the monitoring report form; sign and date two original copies of the monitoring report form, which are then sent to the landowner. The landowner is asked to sign both originals and send one back for the Town files. Record the date the monitoring report was sent, and date it was returned. Follow up with landowners who fail to return the report after one month. It is essential that a signed monitoring report is filed so that the Town can prove, if necessary, that the monitoring did occur.

DOCUMENT : Monitoring checklist; Monitoring report
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Reporting

A variety of reports are essential to document easements and compliance, as follows:

- Monitoring report forms are completed annually and shared with the property owner.
- Monitoring reports are stored electronically with the Department of Parks, Recreation & Culture and with PReCAB packets (typical records retention applies).
- Backup reports on CD or DVD are stored at Town Hall.

- As a certified agency, the Town shall also file monitoring and stewardship reports with the State of Colorado / Department of Regulatory Agencies / Division of Real Estate.
- Easements funded through Great Outdoors Colorado, also require monitoring and stewardship reports.
- Annual monitoring and stewardship reports are provided to the Town of Windsor Parks, Recreation & Culture Board.

DOCUMENT : Stewardship Report
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Enforcement
Enforcing the rights of conservation easements is a critical obligation. Each deed of easement shall specify the legal arrangement between landowner and agency, however the defense of violations is borne by the easement holder. The process is as follows:

- The landowner shall be notified of the violation and requested compliance.
- Land owner and staff remove the violations, if feasible, and restore or mitigate damage.
- If restoration or mitigation is not feasible, the Town shall seek compensation for the loss of conservation values as originally outlined in the initial evaluation.
- If cooperation is not apparent, consultation with Town Manager, Town Attorney to determine course of action.
- If litigation is necessary, Town Board approves litigation funds; these would be paid from stewardship funds, if available, or Town general fund.

DOCUMENT : Enforcement Policy
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Manager, Town Attorney, other staff as needed.

Amendments
In the event and easement must be amended, the proposed amendments will be reviewed by staff, presented to PReCAB and ultimately Town Board for approval.

DOCUMENT : Amendment Policy
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Attorney, other staff as needed.

Certification/Recertification

The Town of Windsor has adopted these Level of Service Standards as sound conservation practices. In the future, these standards will be valuable should the Town seek to be certified as a Conservation Easement Holder by the State of Colorado. If certified, and in order to fulfill the rules for such established by the Division of Real Estate, the Town will reapply annually for certification to hold easements where tax credits are claimed.

DOCUMENT: Application, Re-certification Application
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager.

M E M O R A N D U M

Date: June 10, 2013
To: Mayor and Town Board
Via: Regular meeting packets
From: Ian D. McCargar, Town Attorney
Re: First Amendment to Eagle Crossing Infrastructure Improvements Agreement
Item #: C.11.

Background / Discussion:

In October, 2012, the Town entered into an Infrastructure Improvements Agreement ("Agreement") with the developer of Eagle Crossing, the purpose of which was to finance the construction of public improvements to serve the Summit entertainment center and the proposed 7-11 store. The Agreement called for the Town to advance the costs of infrastructure construction, with reimbursement of $159,000 to the Town via an assignment of a covenant-based Project Improvement Fee assignment from the developer. If either Summit or 7-11 did not open as promised, of if the PIF Assignment were somehow invalidated, the developer would owe the Town the full $643,000 in infrastructure costs as liquidated damages. The Town's right to reimbursement was secured by a lien on all property within the Eagle Crossing Subdivision, not just the Summit and 7-11 lots. The developer agreed that all lenders and lien-holders would subordinate to the Town's lien rights, thus putting the Town in a priority position as to all other lien-holders. The developer indicated on more than one occasion that its lender(s) would subordinate to the Town's lien rights.

Following execution of the Agreement, the developer notified us that it could not obtain the subordination certificates from its lender(s), and asked that the Town accept a second position behind the lender(s). The developer has provided some documentation and assurances that there is sufficient equity in the Subdivision property, such that the Town's lien would not exceed the amount of equity. Based on these representations, the First Amendment contains this change, and contains some other terms that reflect the increased risk assumed by the Town by taking a second position. For example, the developer will now pay interest on the funds advanced for infrastructure improvements at a rate equal to the Town's rate of return on its pooled investments, plus four percent (4%). This rate doubles if the developer does not pay the interest when due.

Regardless of the additional terms, the Town is at risk by taking a second position. Under the foreclosure laws, junior lien-holders face extinguishment if the first lien-holder forecloses. The only avenue available to junior lien-holders is to "buy out" the first lien, which would then put the junior lien-holders in first position on the entire property. We

have been told that the first lien is approximately $4M, but that does not take into account late fees, costs of foreclosure and attorney fees. Unless the Town is prepared in this event to come up with substantial funds to buy around the first lien, the Town's lien would be wiped out by a foreclosure, thus leaving the Town holding the bag for its $643,000.

Obviously, the amount of risk to the Town under the First Amendment must be weighed against the risk that Summit and 7-11 will not open as represented. The Town must also weigh the sales tax and property benefits that would eventually come about as development occurs in Eagle Crossing. Based on the outcomes of the executive session held on June 3, 2013, the First Amendment is being presented for approval by the attached Resolution.

Financial Impact: Depends on Summit and 7-11 openings. If all goes as represented, the Town will recover $159,000 in direct reimbursements via the PIF Assignment. If things do not turn out as represented, the Town could be out $643,000 unless and until the developer honors its obligation to repay.

Relationship to Strategic Plan: Fostering local retail economy

Recommendation: Approve Resolution Approving the First Amendment to the Infrastructure Improvements Agreement Between the Town of Windsor and Eagle Crossing Windsor, LLC, With Respect to Retail Development Within the Eagle Crossing Subdivision in the Town of Windsor, Colorado

Attachments:

Infrastructure Improvements Agreement dated October 22, 2012;

First Amendment to Infrastructure Improvements Agreement;

Resolution Approving the First Amendment to the Infrastructure Improvements Agreement Between the Town of Windsor and Eagle Crossing Windsor, LLC, With Respect to Retail Development Within the Eagle Crossing Subdivision in the Town of Windsor, Colorado

TOWN OF WINDSOR, COLORADO

RESOLUTION NO. 2013-31

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE OCTOBER 22, 2012, INFRASTRUCTURE IMPROVEMENTS AGREEMENT BETWEEN THE TOWN OF WINDSOR AND EAGLE CROSSING WINDSOR, LLC, WITH RESPECT TO RETAIL DEVELOPMENT WITHIN THE EAGLE CROSSING SUBDIVISION IN THE TOWN OF WINDSOR, COLORADO

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

WHEREAS, the vicinity of Crossroads Boulevard and Fairgrounds Avenue (Weld County Road 5) is an important gateway to the Town in its southwest quadrant; and

WHEREAS, this southwestern gateway to Town is an important retail location for the Town, full development of which will bring employment, tax revenue and enhanced visitor traffic to the community; and

WHEREAS, the Eagle Crossing Subdivision ("Eagle Crossing") is located at this important gateway, and is suitable for retail development; and

WHEREAS, the owner of Eagle Crossing ("Owner") previously approached the Town with the representation that construction of certain public infrastructure by the Town will enable the Owner to attract two national retail outlets to lots within Eagle Crossing; and

WHEREAS, the attraction of these two national retailers to Eagle Crossing is expected to generate significant sales tax, use tax, property tax and fee revenue for the Town; and

WHEREAS, based upon representations made by the Owner, it is expected that the tax and retail fee revenue from the two national retailers will enable the Town to recover the cost of the public infrastructure within approximately three and one-half years; and

WHEREAS, in reliance upon the Owner's representations regarding the public benefit to increased retail activity within Eagle Crossing, the Town and the Owner entered into the Eagle Crossing Subdivision Second Filing, Lot 1 And Lot 5 Infrastructure Improvements Agreement ("Agreement") on October 22, 2012; and

WHEREAS, the Agreement contemplated that the Town would advance certain public infrastructure costs to the Owner, with the Town's right to repayment being secured by a first position in relation to all other secured creditors with respect to Eagle Crossing; and

WHEREAS, following execution of the Agreement, the Owner notified the Town that its lender would not subordinate its secured position to the Town's lien, thus requiring an amendment to the terms of the Agreement; and

WHEREAS, attached hereto and incorporated herein by this reference is a copy of the First Amendment To Eagle Crossing Subdivision Second Filing, Lot 1 And Lot 5 Infrastructure Improvements Agreement ("Amendment") which contains the amended terms for construction of the public improvements and the means by which the Town will recover revenue to offset the costs of construction; and

WHEREAS, the Town Board has considered the relative risks associated with a subordinated position to the Owner's lender, and has concluded, in reliance upon representations of the Owner, that the benefits of the retail activity expected within Eagle Crossing outweigh the increased risks associated with a subordinated position; and

WHEREAS, the Town Board has considered the economic advantages to retail activity within Eagle Crossing, and has concluded that there is a substantial public benefit to justify the expenditure of public monies within the structure of the Agreement; and

WHEREAS, the Town Board, in reliance upon the Owner's representations with respect to increased retail activity within Eagle Crossing and the amount of equity available within Eagle Crossing, believes that the terms of the attached Amendment are fair, reasonable and in the public interest.

NOW, THEREFORE, be it resolved by the Town Board for the Town of Windsor, Colorado, as follows:

1. The attached Amendment is hereby approved by the Town Board.

2. The Mayor is authorized to execute the Agreement on behalf of the Town.

3. The Town Attorney is authorized to make modifications to the form of the Agreement as may be necessary.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 10th day of June, 2013.

TOWN OF WINDSOR, COLORADO

By:_____
John S. Vazquez, Mayor

ATTEST:

_____
Patti Garcia, Town Clerk

FIRST AMENDMENT
TO
EAGLE CROSSING SUBDIVISION
SECOND FILING, LOT 1 AND LOT 5
INFRASTRUCTURE IMPROVEMENTS AGREEMENT

THIS FIRST AMENDMENT TO INFRASTRUCTURE IMPROVEMENTS AGREEMENT is made and entered into this 10th day of June, 2013, by and between the TOWN OF WINDSOR, a Colorado home rule municipality ("Town") and EAGLE CROSSING WINDSOR, LLC, a Colorado limited liability company ("Developer").

WITNESSETH:

WHEREAS, the Town and Developer entered into that certain Eagle Crossing Subdivision, Second Filing, Lot 1 and Lot 5 Infrastructure Improvements Agreement dated October 22, 2012, and recorded in the books and records of the Weld County Clerk & Recorder on May 17, 2013 at Reception #20130037284 ("Agreement"); and

WHEREAS, the Agreement contemplated that the Town would advance certain infrastructure costs to enable roadway, storm drainage, water and sewer system improvements, such that two lots within the Eagle Crossing Subdivision, Second Filing ("Subdivision"), specifically identified as "Lot 1 and Lot 5"; and

WHEREAS, in agreeing to its undertakings as set forth in the Agreement, the Town expressly relied upon the Developer's representation that infrastructure improvements to the Subdivision would bring about retail activity upon Lot 1 and Lot 5; and

WHEREAS, in reliance upon Developer's representations, the Town concluded that a public benefit will occur, thus justifying the expenditure of public funds for the infrastructure improvements; and

WHEREAS, the Agreement was further executed for the purpose of assuring the completion of certain infrastructure improvements, such that the Town would not bear the ultimate cost of completing the identified infrastructure improvements; and

WHEREAS, in furtherance of the Town's objectives under the Agreement, the Agreement provided that the Town's rights to reimbursement, indemnification and recovery of public funds constituted a lien against all property within the Subdivision; and

WHEREAS, the Agreement provided that the Town's lien for its rights to reimbursement, indemnification and recovery of public funds would be a first lien on all property within the Subdivision; and

WHEREAS, the Agreement specifically provided that the Town's obligation to pay infrastructure costs was expressly conditioned upon the Developer presenting written evidence that all lien-holders were subordinate to the Town's lien for reimbursement, indemnification and recovery of public funds; and

WHEREAS, prior to execution of the Agreement, Developer represented to the Town that Developer had the capability and intention to secure written evidence of lien-holder subordination; and

WHEREAS, following approval and execution of the Agreement, Developer indicated that it is unable to secure the subordination documents required under the Agreement, and has proposed an alternative security arrangement; and

WHEREAS, Developer has represented that the alternative security arrangement set forth herein does not place public funds at significant risk, for the reason that Developer's belief as to the estimated value of the property within the Subdivision is sufficiently high to cover the anticipated balance of all liens associated therewith; and

WHEREAS, Developer has presented to the Town various documents which Developer represents as authentic and upon which Developer is asking the Town to rely in considering the alternate security arrangement set forth herein; and

WHEREAS, Developer intends that the Town will reasonably rely upon Developer's representations with respect to the level of risk to the Town in entering into the within Amendment; and

WHEREAS, the Town is being induced to enter into the within Amendment by Developer's representations as to the level of risk associated with the terms set forth herein, and Developer agrees that such inducement is based solely on the reasonable reliance of the Town upon Developer's representations; and

WHEREAS, the within Amendment will enable the development of Lot 1 and Lot 5, which both parties agree is the primary mutual benefit to the parties arising out of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, payments, and performances of the parties, it is mutually agreed 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 Amendment.

SPECIFIC TERMS AMENDED

The Agreement shall be modified as follows:

1. Paragraph 5 shall be amended by the addition of a new sub-paragraph (g), which shall read as follows:

(g) Developer has paid to the Town the sum of $360.00 to satisfy Developer's share of costs associated with services performed by Felsburg, Holt & Uhllevig, as described in Invoice No. 7298 dated May 14, 2012.

2. Paragraph 20 (d) shall henceforth read as follows:

Developer has provided the Town with satisfactory evidence that Developer has secured a contract for the sale of Lot 1 Developer and Summit Companies, under which Summit Companies is obligated to purchase Lot 1 of the Subdivision, with a closing date scheduled for no later than September 1, 2013.

3. Paragraph 20 (e) shall henceforth read:

Developer has provided the Town with satisfactory evidence that Developer has secured a contract for the sale of Lot 5 between Developer and Verdad Real Estate, under which Verdad Real Estate is obligated to purchase Lot 5 of the Subdivision, with a closing date scheduled for no later than September 1, 2013.

4. The existing text found in Paragraph 20 (g) of the Agreement shall be stricken.

5. Paragraph 23 of the Agreement shall henceforth read:

The Town, by undertaking to pay the cost of certain Public Improvements within the Subdivision as provided herein, is relying upon the Developer's representations as to the public benefit to be derived from retail activity within the Subdivision, including but not limited to the retail activity associated with the Summit Companies facility and the 7-11 store. In the event either the Summit Companies facility or the 7-11 store shall, despite their execution of enforceable contracts for the purchase of Lot 1 and Lot 5, respectively, fail or refuse to commence retail activity by May 1, 2014, within Lot 1 or Lot 5 of the Subdivision, respectively, Developer acknowledges that the economic activity (and, thus, the public benefit) upon which the Town has relied in undertaking the Public Improvements will not come to pass as represented by Developer. The parties further acknowledge that, in such event, the Town will suffer damages, which damages will be practically impossible to prove with sufficient certainty in the event of litigation. Accordingly, Developer agrees in the event that, despite the execution of enforceable contracts for the purchase of Lot 1 and Lot 5, respectively, either Summit Companies or 7-11, or both Summit Companies and 7-11 shall by May 1, 2014, fail to commence retail activity upon Lot 1 or Lot 5, respectively, the Developer will reimburse the Town in the total amount paid by the Town for Public Improvements pursuant to this Agreement ("Reimbursement Amount"). Such reimbursement shall be payable in full at such time as Developer or

the owner of any property within the Subdivision seeks any Town approval of whatever nature (including but not limited to site plan approvals and building permit approvals) for any location within the Subdivision, or by February 29, 2016, whichever occurs sooner. Such reimbursement shall be deemed liquidated damages for the Town's losses associated with the loss of the public benefit upon which this Agreement is based.

In consideration for this Amendment and notwithstanding any other terms herein, the Reimbursement Amount shall bear interest from the date the Town first makes payment upon the first payment request contemplated under paragraph 20 above ("Town's First Payment Date") through the "Summit Companies Opening Date", as that terms is used in the Agreement, at a rate derived in accordance with the following formula:

> Annual rate of interest = the Town's rate of return for its pooled investments during calendar year 2013, plus four percent (4%).

Such interest shall be paid by Developer in the form of a check or draft on or before the "Summit Companies Opening Date", as that term is used in the Agreement. In the event Developer fails to pay interest as required in this sub-paragraph, the rate of interest will be adjusted to a rate equal to the Town's rate of return for its pooled investments during calendar year 2013, plus eight percent (8%), which rate shall apply from the "Summit Companies Opening Date" until paid in full.

Further, in the event the Covenant is for any reason invalidated or declared unenforceable for any reason, the Developer will reimburse the Town in the total amount paid by the Town for Public Improvements pursuant to this Agreement, plus interest from the Town's First Payment Date until paid in full as determined by the formula set forth in this paragraph 23. Such reimbursement, together with interest calculated as set forth above in this paragraph 23 shall be payable at such time as Developer or the owner of any property within the Subdivision seeks any Town approvals (including but not limited to site plan approvals and building permit approvals) for any location within the Subdivision, or by February 29, 2016, whichever occurs sooner. Such reimbursement shall be deemed liquidated damages for the Town's losses associated with the loss of the public benefit upon which this Agreement is based.

The Town's right to reimbursement, together with interest due thereupon, under this Paragraph 23 shall constitute a lien upon all real property situated within the Subdivision.

Subject to the requirements of this sub-paragraph, the Town will release its lien upon any lot or tract within the Subdivision in the event any such lot or tract within the Subdivision is sold by Developer prior to the Town's receipt of full reimbursement to

which it is entitled under this paragraph 23. The Town's obligation to release its lien rights with respect to any such lot or tract will arise as follows:

In the event that the Town is entitled only to collection of the Assignment of Project Improvement Fee Revenue ("PIF Assignment") as described in paragraph 22 (*i.e.*, the Summit and Verdad facilities open for business as required herein, and the PIF Covenant is not invalidated), the Town will upon request execute and deliver to Developer a Request for Partial Release of Deed of Trust with respect to each lot or tract within the Subdivision sold by Developer during the pendency of the PIF Assignment. Developer will pay all costs associated with the preparation, review and recordation of any Request for Partial Release of Deed of Trust executed under this sub-paragraph. Developer agrees that it will not present any Request for Partial Release of Deed of Trust to the Public Trustee until Developer has executed and delivered to the Town a Further Assignment of PIF Revenue in favor of the Town with respect to each lot or tract for which partial release of the Town's lien is requested. Any Further Assignment of PIF Revenue executed pursuant to this sub-paragraph shall be in a form approved by the Town. The purpose of each such Further Assignment of PIF Revenue shall be to provide further security for the Town's right to collect under the PIF Assignment, and shall expire upon the Town's collection of all PIF Revenue to which the Town is entitled under the PIF Assignment. The Developer shall be responsible for all costs associated with preparation, review and recordation of any Further Assignment of PIF Revenue required pursuant to this sub-paragraph.

In the event the Town is entitled to collect the Reimbursement Amount as liquidated damages as described in this paragraph 23 (*i.e.*, either or both Summit Companies or 7-11 fails to commence retail activity by the deadlines set forth herein, or the PIF Covenant is invalidated for any reason), the Town shall be under no obligation to release its lien rights with respect to any lot or tract until the Town receives full payment of the Reimbursement Amount.

6. Paragraph 32 of the Agreement shall henceforth read:

Should the Town be required to resort to litigation to enforce the terms of this Agreement, the Town shall be entitled to costs, including reasonable attorney fees and expert witness fees, from the Developer in the event the court determines the Town is the prevailing party.

TOWN OF WINDSOR, COLORADO

By:_____

John S. Vazquez, Mayor

ATTEST:

_____

Patti Garcia, Town Clerk

DEVELOPER:

Eagle Crossing Windsor, LLC, a Colorado Limited Liability Company

By:_____

Martin Lind, President

EAGLE CROSSING SUBDIVISION
SECOND FILING, LOT 1 AND LOT 5
INFRASTRUCTURE IMPROVEMENTS AGREEMENT

THIS INFRASTRUCTURE IMPROVEMENTS AGREEMENT is made and entered into this 22nd day of October, 2012, by and between the TOWN OF WINDSOR, a Colorado home rule municipality ("Town") and EAGLE CROSSING WINDSOR, LLC, a Colorado limited liability company ("Developer").

WITNESSETH:

WHEREAS, the Developer seeks permission to subdivide and improve certain property within the Town, known as the Eagle Crossing Subdivision, Second Filing ("Subdivision" or "the Property"); and

WHEREAS, the Developer represents that it has an equitable or legal interest in the Property and that all other persons holding legal or equitable interest in the Property are bound by this Agreement; and

WHEREAS, The Developer has provided to the Town an Ownership and Encumbrance report from a title company to verify the ownership and any encumbrances associated with the Property; and

WHEREAS, the Developer has represented to the Town that, upon approval of the Minor Subdivision Plat, Developer intends that two lots within the Subdivision, presently individually identified as Lot 1 and Lot 5, will be occupied by national retail outlets; and

WHEREAS, the parties acknowledge that the intended retail operations upon Lot 1 and Lot 5, and each of them, are expected to generate sales tax and property tax revenue to the Town, thus creating a general benefit to the public; and

WHEREAS, in agreeing to its undertakings as set forth herein, the Town is relying upon the Developer's representation that infrastructure improvements to the Subdivision will bring about retail activity upon Lot 1 and Lot 5; and

WHEREAS, the Town and the Developer are entering into this Agreement regarding the Subdivision and certain infrastructure improvements serving Lot 1 and Lot 5 within the Subdivision, in order that retail activity may take place within the Subdivision and, thus a public benefit will occur; and

WHEREAS, this Agreement is also executed for the purpose of assuring the completion of certain infrastructure improvements necessary for the development of Lot 1 and Lot 5, and each of them, within the Subdivision, including but not limited to streets, water infrastructure and sewer

infrastructure, and the protection of the Town from the ultimate cost of completing the said certain infrastructure improvements; and

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

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

WHEREAS, the Developer has submitted a Minor Subdivision Plat for the subdivision of the Property; and

WHEREAS, upon completion of all applicable reviews and approvals, the Town has or shall contemporaneously herewith submit for recordation the aforesaid Minor Subdivision Plat to the Clerk and Recorder's Office in Larimer County, Colorado; and

WHEREAS, the Town seeks to protect the health, safety and general welfare of the community by providing for the completion of various improvements in the Subdivision, thereby limiting the harmful effects of substandard subdivisions, including premature subdivisions, which leaves property undeveloped and unproductive; and

WHEREAS, in conjunction with the Minor Subdivision Plat, the Developer has submitted a Public Improvement Plan for certain infrastructure improvements necessary for the development of Lot 1 and Lot 5, and each of them, within the Subdivision which has been reviewed and approved by the Town's Director of Engineering; and

WHEREAS, the aforesaid Minor Subdivision Plat and Public Improvement Plan were approved by the Town; and

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

ARTICLE I

PROVISION FOR CERTAIN INFRASTRUCTURE IMPROVEMENTS

1. **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 Subdivision in conformance with the provisions of the *Windsor Municipal Code* and Colorado law.

2. **Infrastructure Improvements:**

Subject to all conditions set forth in this Agreement, the Developer shall construct and install those subdivision infrastructure improvements listed and identified on "Exhibit B," attached hereto and incorporated herein by this reference and otherwise illustrated on the Public Improvement Plan approved by the Town ("Public Improvements"). The Developer's obligation to undertake the Public Improvements will arise upon the execution of this Agreement.

Developer has retained the services of a civil engineering firm ("TST"), which firm has prepared or will prepare drawings, specifications and bid documents acceptable to the Town for use in design, bidding, construction management and construction of the Public Improvements. The cost of all services performed by TST in furtherance of this Agreement shall be paid solely by the Developer without reimbursement by the Town.

Additionally, Developer has retained the services of TST for the purpose of preparing drawings and specifications for the construction of infrastructure serving Lot 1 and Lot 5, and each of them, which infrastructure is not intended for dedication to public ownership or maintenance ("Private Infrastructure"). With the exception of the costs associated with the detention pond and related structures described in Exhibits B and B-1, the Private Infrastructure is described and set forth in Exhibit A, incorporated herein by this reference as if set forth fully, and has been reviewed by the Town for accuracy. With the exception of "hard" construction costs associated with the detention pond and related structures described in Exhibits B and B-1, the Town will bear no cost associated with the design, construction, construction management or maintenance of Private Infrastructure within the Subdivision.

3. **Cost Estimates:**

Attached hereto and incorporated herein as "Exhibit B-1" is the Developer's estimate of costs for the construction of the Public Improvements. These estimates have been reviewed and approved by the Town's Director of Engineering. The Developer has represented to the Town that Exhibit B-1 represents the anticipated fair market cost for completion of the Public Improvements, and the Town has relied upon such representations as an inducement to enter into the reimbursement provisions of the within Agreement.

4. **Waiver of Security for Completion of Public Improvements:**

The parties recognize that the Town ordinarily requires the posting of adequate security to assure the completion of public improvements within subdivisions. However, in this instance, the parties agree that the consequences for Developer's inability or failure to complete the Public Improvements will fall primarily on Developer and the intended owners of Lot 1 and Lot 5, and each of them. Therefore, no security will be required for the completion of Public Improvements constructed in accordance with this Agreement.

5. **Conditions for Commencement of Public Improvements and Private Infrastructure:**

Prior to undertaking any construction activity with respect to the Public Improvements or Private Infrastructure under this Agreement, the Developer shall comply in full with each of the following conditions:

a. **Mylar Drawings.** The Developer shall provide to the Director of Planning the required number of copies of the translucent original mylar drawings of the Subdivision Plat pursuant to the Windsor Municipal Code to be recorded in the office of the County Clerk and Recorder, as well as the complete set of translucent original mylar utility and drainage plan drawings. The mylars shall include signatures as required. Reproduction mylars, dark-colored or tinted mylars and sepias will not be accepted.

b. **Electronic Copy of Drawings.** The Developer shall provide to the Director of Planning a certified copy of a compact disc (CD) or other electronic data storage format as approved by the Town which shall contain the information exactly as is contained within the Subdivision Plat 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 Compact Disc (CD) or other approved digital media submitted pursuant to this Article 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.

c. **Street Lighting and Street Lighting Plan.** The Developer shall submit three (3) copies of the street lighting plan for the Subdivision to the Town, and said street lighting plan shall be reviewed and approved by the Town Engineer prior to the construction of electrical utilities. The Town shall not be responsible for reimbursement of any costs, deposits or effort associated with the installation of street lights within the Subdivision.

d. **Competitive Bidding**. With respect to all Public Improvements for which reimbursement is provided under this Agreement, the Developer shall publicly solicit proposals from qualified firms, the purpose of which will be the selection of the lowest responsive and responsible bidder to undertake completion of the Public Improvements.

Prior to awarding any contract for the Public Improvements, the Developer shall provide the Town with the final Tabulation of Bids reflecting bidder cost proposals for the Public Improvements. Any construction costs associated with such plans which deviate from Exhibits B or B-1 shall be subject to approval by the Town. Such approval shall be a condition of and obtained from the Town before award of the construction contract for Public Improvements. The bidding process, including notice, bidder evaluation and bid award, will generally comply with the requirements for competitive bidding under Chapter 4, Article V of the Windsor Municipal Code.

e. **Insurance.** The Developer shall require the chosen contractor to obtain the insurance required under this sub-section, otherwise comply with this sub-section, and receive approval from the Town as to the form and amount of such insurance. The chosen contractor shall maintain such insurance during the term of all construction activity undertaken pursuant to this Development Agreement. The insurance shall name the Town as an additional insured, and coverage shall extend to the Town, its electives and appointive boards, commissions, officers, agents, employees, and representatives, and to the Developer and each contractor and subcontractor performing work on the improvements.

(i) **Workers' Compensation Insurance**. The Developer shall require the chosen contractor to provide Workers' Compensation insurance for the contractors' or subcontractors' respective employees. The Developer agrees to indemnify the Town for all damages, loss, attorney fees and other expenses resulting from the Developer's failure to comply with the requirements of this section.

(ii) **Public Liability and Property Damage Insurance**. The Developer shall require the chosen contractor to maintain public liability insurance in an amount of not less than two million dollars ($2,000,000.00) to any one person and subject to the same limit of any one occurrence.

(iii) **Evidence of Insurance**. Concurrently with the execution of this Development Agreement, the Developer shall furnish the Town satisfactory evidence of the insurance required, including at the Town's sole election, copies of insurance policies and endorsements. The Developer shall also provide evidence that the insurance carriers are required to give the Town at least ten (10) days' prior written notice of the cancellation or reduction in coverage of any insurance policy required hereunder.

f. **Dedication of Street Right-of-Way**. Developer shall dedicate public streets within the Minor Subdivision Plat by separate Deed of Dedication in a form acceptable to the Town, which public streets shall be identified by specific tracts within the Subdivision Plat.

6. Stormwater Management Plan:

All construction activities must comply with the State of Colorado permitting process for "Stormwater Discharges Associated with Construction Activity." Prior to the beginning of construction activities, the Developer shall provide one (1) copy of the Stormwater Construction Permit required by the Colorado Department of Health and Environment – Water Quality Control Division for all construction disturbing one acre or more inclusive of any construction phasing. Additionally the Developer shall provide one (1) copy of the Stormwater Management Plan required as part of the Stormwater Construction Permit.

7. Construction Standards and Specifications:

Developer shall construct and install all Public Improvements in accordance with the public improvement plans approved by the Town and all applicable provisions of the Windsor Municipal Code.

8. Notice to Mineral Estate Owners and Certification Thereof:

The Developer acknowledges that it has complied with the notification requirements of § 10-11-123, C.R.S., by providing notification to mineral estate owners, and by thereafter certifying to the Town, pursuant to § 24-65.5-103, C.R.S.

9. Provision for Other Improvements Within the Subdivision:

It is understood that the Public Improvements set forth in Exhibit B are intended to primarily serve Lots 1 and 5 of the Subdivision. The provision of any other or further public improvements serving other lots or sites within the Subdivision shall be provided for within future Subdivision Development Agreements or Site Plan Development Agreements for each site or lot within the Subdivision, and the cost of which shall be borne by either the Developer or the tenant or purchaser of the lot or site for which Site Plan approval is sought. The Town shall bear no cost associated with such improvements. Such future Subdivision Development Agreements or Site Plan Development Agreements shall provide for the construction of public improvements to serve each such site or lot, or to serve the need for public infrastructure within the Subdivision as a whole, each as may be deemed necessary by the Town.

10. Commencement and Completion Periods:

Following notification of bid award as provided in Section 5 (d) above, the Developer shall: (a) notify the Town in writing of the commencement date; (b) commence construction of the public improvements on said date; and (c) shall, absent weather delays as provided for herein, endeavor to complete the said Public Improvements within seventy-two (72) days of commencement. Should weather interfere with the completion of the Public Improvements, the Town's Director of Engineering may, in his sole discretion, extend the date of completion to accommodate any such weather-related delays.

11. Construction Acceptance of Public Improvements and Warranty Period:

Upon completion of construction of all Public Improvements in accordance with the terms and conditions of this Agreement, the Developer shall submit a written request of Construction Acceptance of all 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 improvements, each and every one of them, 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 improvements during the Warranty Period.

12. Final Acceptance of Dedication, Public Improvements:

In 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. The Town shall not accept dedication of the detention pond and related structures, even though such items are included in Exhibits B and B-1, and Developer agrees that such items are for maintenance purposes considered Private Infrastructure not intended for dedication to public use.

13. Issuance of Building Permits for Lot 1 and Lot 5:

No building permit shall be issued by the Town for either Lot 1 or Lot 5 until the following conditions have been met and satisfied:

a. Presentation to the Town of evidence satisfactory to the Town that the Developer has provided adequate water rights and paid sufficient water plant investment fees to the Fort Collins-Loveland Water District to insure domestic water service to the Subdivision.

b. Developer's compliance with all applicable rules and regulations of the Fort Collins-Loveland Water District with regard to domestic water service to be provided to the Subdivision.

c. Presentation to the Town of evidence satisfactory to the Town that the Developer has paid sufficient sewer plant investment fees to the South Fort Collins Sanitation District to insure sanitary sewer service to the Subdivision.

d. Developer's compliance with all applicable rules and regulations of the South Fort Collins Sanitation District with regard to sanitary sewer service to be provided to the Subdivision.

e. Payment in full of all building permit fees, impact fees, and all other development fees and charges in effect at the time the building permit application is deemed complete. Such fees and charges shall include, but shall not be limited to, storm drainage fees, and road impact fees.

f. Removal of all existing overhead utility lines and poles within and directly adjacent to Lots 1 and 5, and relocation of all utility service lines underground.

g. Sufficient assurance that the utility easement dedication requirements of the South Fort Collins Sanitation District and the Fort Collins-Loveland Water District have been met, either by Plat dedication or by separate instrument.

h. A certificate of compliance from a licensed engineer or surveyor, evidencing that the storm water detention pond(s) have been constructed in accordance with the approved plans and drainage report, including but not limited to outlet structure size and elevation and pond volume.

i. Confirmation in writing from the Windsor-Severance Fire Rescue District ("Fire District") that an emergency and access and fire flow plan has been approved for all sites within which construction activity will take place within both Lot 1 and Lot 5 of the Subdivision prior to issuance of a Certificate of Occupancy for either of said lots. Said confirmation shall contain details of both the emergency access and fire flow plans, in order that the Town may be aware of their particulars.

14. Issuance of Certificates of Occupancy:

No certificates of occupancy shall be issued by the Town for Lot 1 or Lot 5 within the Subdivision until:

(a) All applicable terms and conditions of any Site Plan approvals (including applicable provisions of any specific Site Plan Development Agreement) with respect to such lot or site have been satisfied; and

(b) The Developer has provided as-built drawings of all Public Improvements and Private Infrastructure;

(c) Presentation of satisfactory evidence to the Town Engineer that all of the street lights shown in the street lighting plan for the Subdivision as outlined in paragraph 5(c) of this Agreement have been installed and are fully operational;

(d) In accordance with the Town's specifications, completion of any trails which are located on the specific Lot for which a Certificate of Occupancy is being sought and which are intended for dedication to the Town.

(e) Construction Acceptance of all Public Improvements in accordance with the terms and provisions of this Agreement. This shall include all improvements, whether or not such improvements are scheduled for dedication to the Town under the terms and conditions of this Agreement;

15. Other Conditions of Development:

The following additional conditions of development shall be deemed a covenant running with the land:

a. **Landscape maintenance**: The Developer, its successors and/or assigns in interest, owners association or other entity other than the Town is responsible for maintenance and upkeep of entry features, walls, landscaping and landscaped areas and sidewalks between all paved streets (whether public or private) and each lot within the Subdivision. The Developer, its successors and/or assigns in interest, or some other entity other than the Town, agree to the responsibility of maintaining all other open space areas associated with the Subdivision including, but not limited to, storm drainage facilities, detention ponds and detention areas, open space tracts and storm water detention facilities.

b. **Drainage maintenance**: With respect to storm water detention facilities constructed pursuant to this Agreement, Developer shall be responsible for maintenance of such facilities in perpetuity. Developer's maintenance obligation under this sub-section may be assigned to another Developer or association or metropolitan district with the Town's prior written consent, which consent will not be unreasonably withheld or unreasonably conditioned. With respect to storm drainage facilities constructed pursuant to Site Plan Development Agreements within the Subdivision, each property respective owner within the Subdivision shall in perpetuity be responsible for maintenance of all storm drainage facilities installed pursuant to such Site Plan Development Agreement(s) for each respective lot or site within the Subdivision. Requirements include, but are not limited to maintaining the specified storm water detention/retention volumes, maintaining outlet structures, flow restriction devices and facilities needed to convey flow to the storm water basins. The Town shall have the right to enter properties to inspect said facilities at any time. If these facilities are not properly maintained, such failures may, in addition to any and all available legal and equitable remedies and at the Town's sole election, be addressed pursuant to Chapter 7, Article VIII of the Windsor Municipal Code.

c. **Commercial, industrial and multi-family landscaping maintenance:** The Developer, its successors and/or assigns in interest, owners association or other entity other than the Town, upon the issuance of any certificate of occupancy for any commercial, industrial or multi-family lot or lots, shall in perpetuity be responsible for maintaining any landscaping located thereon in compliance with the approved landscape plan for such lot or lots.

d. **Town not responsible**: With the exception of trees in public places as provided in Section 7-4-50 of the Windsor Municipal Code, the Town shall not have any responsibility for the perpetual maintenance and upkeep of entry features, walls, landscaping and landscaped areas and all other open space areas associated with the Subdivision including, but not limited to, storm drainage facilities, detention ponds and detention areas, irrigation systems, open space tracts and storm water detention facilities. Developer, either itself or through its successors and/or assigns in interest, owners association, or other capable entity, shall assure such perpetual maintenance and upkeep.

e. **Existing underground drainage facilities**. To the extent existing underground drainage facilities are proposed for integration into Developer's approved storm drainage facility improvement plans, such existing underground facilities will be preserved and maintained by the Developer, its successors and/or assigns in interest, owners association or other entity other than the Town. Even if Developer does not propose to integrate existing underground drainage facilities into Developer's approved storm drainage plans, Developer agrees to repair and restore any damage done to such underground drainage facilities by Developer or its agents during the construction of public improvements by parties other than the Town as required in this Agreement or as required in any Site Plan Development Agreement applicable to any lot or site within the Subdivision.

f. **I-25 Corridor Plan Design Standards.** Future development of all blocks, tracts and lots shall be subject to the I-25 Corridor Plan Design Standards and the design criteria and development standards contained in the Windsor Highlands Ninth Annexation agreement through the site plan process.

16. Compliance with Law:

When fulfilling its obligations under this Agreement, the Developer shall comply with all relevant laws, ordinances, and regulations in effect at the time of final subdivision plat approval. When necessary to protect the public health, safety and welfare, the Developer shall be subject to laws, ordinances and regulations that become effective after final plat approval.

17. **Dedication not required:**

The parties acknowledge that the Private Infrastructure are not scheduled for dedication to the Town, which improvements shall be specifically identified in applicable site plan approvals and related agreements approved by both parties with respect to individual lots or sites within the Subdivision. The Developer, its successors and/or assigns in interest, owners association or other entity other than the Town is responsible for maintenance and upkeep of the Private Infrastructure. The parties acknowledge that the storm water detention pond and related facilities, although set forth in Exhibits B and B-1, are not intended for dedication to public use.

ARTICLE II

THE TOWN'S OBLIGATIONS

19. Plat Approval, Site Plan Approval, Improvement Plan Approval:

The Town will grant final Subdivision Plat approval to the Subdivision under the terms and conditions consistent with all relevant Colorado laws and provisions of the *Windsor Municipal Code* in effect at the time of final Subdivision Plat approval.

The Town will grant final Site Plan approval for Lot 1 and Lot 5 prior to March 1, 2013, so long as complete Site Plan submittals for each such lot are received by the Town on or before December 31, 2012.

The Town will grant final approval to the detailed plans depicting all Public Improvements prior to March 1, 2013, so long as completed improvement plans are received by the Town on or before December 31, 2012.

20. Town's Obligation to Reimburse Certain Costs of Public Improvements:

In recognition of the general public benefit brought about by retail activity within the Subdivision, particularly the retail activity anticipated within Lot 1 and Lot 5, and subject to all requirements of this Agreement, the Town will pay directly to the chosen contractor certain costs associated with the construction of the Public Improvements. During construction of the Public Improvements, the Developer will tender for review and approval periodic applications for payment fully completed and signed by chosen contractor describing the work completed, and accompanied by such supporting documentation as may be requested by the Town. Such periodic applications shall not occur more frequently than monthly. The Town shall, within twenty (20) days of receipt of the contractor's completed application for payment, pay an amount equal to ninety-five percent (95%) of the requested payment, with the remaining five percent (5%) held as retainage and subject to disbursement as provided in this paragraph. Upon final acceptance of all Public Improvements, the Town shall within ten (10) days pay to the contractor the retainage accumulated under this paragraph.

The Town's obligation to pay said certain Public Improvements costs shall arise at such time as each and every one of the following conditions have been met:

a. Developer has executed this Agreement; and

b. Developer has executed the Assignment of Developer's rights to any Project Improvement Fee revenue as required by paragraph 22 of this Agreement; and

c. Developer has provided the Town with complete and satisfactory evidence that the construction of the Public Improvements has been competitively bid as provided in Section 5 (d) above; and

d. Developer has provided the Town with satisfactory evidence that Developer has secured a contract for the sale of Lot 1 Developer and Summit Companies, under which Summit Companies is obligated to purchase Lot 1 of the Subdivision, with a closing date scheduled for no later than March 30, 2013; and

e. Developer has provided the Town with satisfactory evidence that Developer has secured a contract for the sale of Lot 5 between Developer and Verdad Real Estate, under which Verdad Real Estate is obligated to purchase Lot 5 of the Subdivision, with a closing date scheduled for no later than March 30, 2013; and

f. The Town has received satisfactory evidence that, with the exception of the storm water detention pond and related facilities described in Exhibit B and Exhibit B-1, both Summit Companies and the corporate parent of 7-11 Stores have each committed to construction of the Private Infrastructure, whether in the form of a Site Plan Development Agreement or other written undertaking approved by the Town; and

g. The Developer has presented to the Town evidence that any lender or secured creditor to whom any portion of the Subdivision is pledged as collateral for any undertaking by Developer or any third party has in writing agreed to subordinate to any lien established pursuant to Section 23 of this Agreement.

The requirement for March 30, 2013, closing dates under either sub-section (e) or (f) of this Section 20, and each of them, may be extended with the Town's advance written consent.

21. Limitation on Town's Obligation to Pay Certain Costs of Public Improvements:

The parties hereby acknowledge that the Town's obligation to pay the cost of constructing the Public Improvements shall in no event exceed Six-Hundred Forty-Three Thousand Dollars ($643,000.00).

Should the actual cost of the Public Improvements, as reported by the Developer and approved by the Town, be less than the maximum amount set forth in this Section 21, the Town's obligation shall be limited to the actual cost. In no instance shall such amounts include costs for site-related improvements or other improvements attributable to the Developer as impacts of current or future development. The Town's obligation for payment shall extend only to those "hard" costs associated with construction of the Public Improvements as described within Exhibit B-1. In no instance shall such amounts include "soft" costs, such as civil engineering or design work performed by TST or any other third party.

It is understood and agreed, that should Developer refer for payment amounts in excess of those set forth above as the Town's maximum obligation, authority for the payment of such amounts shall require specific approval by the Windsor Town Board. Absent such approval, Developer shall be solely responsible for any payment amounts in excess of those set forth above as the Town's maximum obligation.

22. Assignment of Project Improvement Fee (PIF):

Developer acknowledges that on March 4, 2011, a Declaration of Covenants Imposing and Implementing a Project Improvement Fee ("Declaration") was recorded in the books and records of Larimer County, which Declaration is incorporated herein by this reference as if set forth fully. The Declaration imposes a requirement that certain economic activity within the Subdivision shall be subject to a Project Improvement Fee ("Fee"). Said Fee is payable to the Developer in accordance with the Declaration.

Simultaneously with its execution of the within Agreement, Developer will execute an Assignment of Project Improvement Fee Revenue in the form attached hereto as Exhibit D. Developer or its agent, in consideration of the Town's reimbursement of Public Improvement costs as set forth herein, agrees to serve as a fiduciary and remit all Fee revenue to the Town for a period of three (3) years. As used in this Agreement and Exhibit D, "Fee revenue" shall mean one percent (1%) of any exchange of goods or services for money or other media of exchange, including all sales by a Retailer (as defined in the Declaration) of tangible personal property or services initiated, consumed, conducted, transacted or otherwise occurring from or within Lot 1 of the Subdivision. Subject to the terms of Exhibit D, the three (3)-year assignment of Fee revenue shall take effect at such time as the Summit Companies facility proposed for Lot 1 is fully open for public business ("Summit Companies Opening Date"), and shall conclude at 11:59 p.m. on the third anniversary of the Summit Companies Opening Date.

The Town shall have no responsibility for the collection of any assigned Fee revenue from any Retailer, except in conjunction with a default in payment by the Retailer as more-fully described in Exhibit D. In keeping with the terms of the Declaration, Developer or its agent shall be required to collect all Fee revenue and shall remit such collections to the Town on a calendar-year quarterly basis without deductions or offsets, commencing the first calendar quarter-year following the Summit Companies Opening Date as set forth in this Section. The Town shall have the independent right to audit retail activity within Lot 1 of the Subdivision during the term of the three (3)-year assignment, and for a period of six (6) months following its expiration. The Town, as assignee, shall have the same rights to Retailer reports and data as the PIF Collection Agent and the PIF Recipient under the Declaration.

23. Town's Right To Reimbursement of Public Improvement costs:

The Town, by undertaking to pay the cost of certain Public Improvements within the Subdivision as provided herein, is relying upon the Developer's representations as to the public benefit to be derived from retail activity within the Subdivision, including but not limited to economic activity associated with the retail activity associated with the Summit Companies facility and the 7-11 store. In the event either the Summit Companies facility or the 7-11 store shall, despite their execution of enforceable contracts for the purchase of Lot 1 and Lot 5, respectively, fail or refuse to commence retail activity by November 1, 2013, within Lot 1 or Lot 5 of the Subdivision, respectively, Developer acknowledges that the economic activity (and, thus, the public benefit) upon which the Town has relied in undertaking the Public Improvements will not come to pass as represented by Developer. The parties further acknowledge that, in such event, the Town will suffer damages, which damages will be practically impossible to prove with sufficient certainty in the event of litigation. Accordingly, Developer agrees in the event that, despite the execution of enforceable contracts for the purchase of Lot 1 and Lot 5, respectively, either Summit Companies or 7-11, or both Summit Companies and 7-11 shall by November 1, 2013, fail to commence retail activity upon Lot 1 or Lot 5, respectively, the Developer will reimburse the Town in the total amount paid by the Town for Public Improvements pursuant to this Agreement ("Reimbursement Amount"). Such reimbursement shall be payable in full at such time as Developer or the owner of any property within

the Subdivision seeks any Town approval of whatever nature (including but not limited to site plan approvals and building permit approvals) for any location within the Subdivision, or by February 29, 2016, whichever occurs sooner. Such reimbursement shall be deemed liquidated damages for the Town's losses associated with the loss of the public benefit upon which this Agreement is based.

The November 1, 2013, date set forth in this Section may be extended with the Town's advance written consent. In the event that the Town consents to an extension of the November 1, 2013, date set forth in this paragraph, Developer shall pay interest on the reimbursement amount for the period of any such extension at a rate determined by adding two percent (2%) to the Town's rate of return for pooled investments as of November 1, 2013.

Further, in the event the Covenant is for any reason invalidated or declared unenforceable for any reason, the Developer will reimburse the Town in the total amount paid by the Town for Public Improvements pursuant to this Agreement. Such reimbursement shall be payable at such time as Developer or the owner of any property within the Subdivision seeks any Town approvals (including but not limited to site plan approvals and building permit approvals) for any location within the Subdivision, or by February 29, 2016, whichever occurs sooner. Such reimbursement shall be deemed liquidated damages for the Town's losses associated with the loss of the public benefit upon which this Agreement is based.

The Town's right to reimbursement under this Section 23 shall constitute a first lien upon all real property situated within the Subdivision.

SECTION III
GENERAL TERMS

24. Events of Default:

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

a. The Developer's failure to reimburse the Town as provided in Section 23 above;

b. The Developer's failure to remit all or any portion of the Fee as required in Section 22 above;

c. The Developer's failure to pay liquidated damages as provided in Section 23 above;

d. The Developer's insolvency, the appointment of a receiver for the Developer, or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; and

e. Foreclosures of any lien against the Property, or a portion thereof, or assignment or conveyance of the Property in lieu of foreclosure, unless such conveyance has been

approved by the Town in writing, prior to the transfer and subject to such conditions as the Town may deem appropriate.

The Town may not declare a default until written notice has been given to the Developer.

25. Governmental Immunity:

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

26. Third Party Beneficiaries:

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

27. Severability:

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

28. No Waiver:

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

29. Compliance with TABOR:

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

30. Entire Understanding:

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing.

31. Modification and Amendment:

This Agreement is subject to such modifications as may be required by changes in federal or state law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.

32. Attorney Fees:

Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, shall be entitled to costs, including reasonable attorney fees and expert witness fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each shall bear its own costs in their entirety.

33. Binding Effect:

This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns. This Agreement shall be deemed a covenant running with the land.

34. Personal Jurisdiction and Venue:

Personal jurisdiction and venue for any civil action commenced by either party to this Agreement, whether arising out of or relating to this Agreement or the security, shall be deemed proper only if such action is commenced in the District Court for Larimer County, Colorado. The Developer expressly waives its right to bring such action in or to remove such action to any other court, whether state or federal.

35. Notice:

Any notice required 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: The Developer's last known address set forth in records regularly maintained by the Town.

IF TO TOWN: Town Manager *Copies to:* Director of Planning Ian D. McCargar, Esq.

Town of Windsor 301 Walnut Street Windsor, CO 80550	Town of Windsor 301 Walnut Street Windsor, CO 80550	Town Attorney 131 Lincoln Ave., Suite 100 Fort Collins, CO 80524

36. Recordation:

The Town shall record a copy of this Development Agreement, the PIF Assignment and the Monument Sign Easement with the Clerk and Recorder's Office in Larimer County, Colorado.

[Remainder of this page intentionally left blank- - signature page follows]

TOWN OF WINDSOR, COLORADO

By:_____
Mayor

ATTEST:

_____
Town Clerk

DEVELOPER:

Eagle Crossing Windsor, LLC, a Colorado Limited Liability Company

By:_____
Martin Lind, President

M E M O R A N D U M

Date: **June 5, 2013**
To: Town Board
From: Amy Porter, Special Events Coordinator
Re: May Special Event Monthly Report

Events in Planning:

- 4th of July- 2 hours
- All Town BBQ-4.5 hours
- Summer Concert Series- 6 hours
- Farmers Market-8 hours
- Harvest Festival-5 hours
- Pelican Fest Triathlon- 2 hours
- Poudre River Trail-athlon-6 hours
- Relay for Life- 1 hour
- Taste of Windsor-1 hour
- USA Pro Challenge- 34.5 hours
- Walk MS-0.5 hours
- Front Range Wine Festival-1 hour
- Administrative Meetings- 4 hours
- Special Event Application Reviews- 32 Hours
- Office Work (includes phone, email, processing applications, correspondence, posting data, etc.)- 30.50 Hours

Events Conducted:

- Walk MS
- Pelican Fest Triathlon
- WMS 6th Grade BBQ
- WMS 7th Grade Picnic
- Young Life Summer Break Kick Off
- Mountain View Elementary All School Picnic
- WMS 8th Grade Picnic
- Town of Windsor Water Festival

Monthly Sales Tax collected from Special Events:
$5.28