



TOWN BOARD REGULAR MEETING

June 24, 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. Proclamation – Parks and Recreation Month
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 June 10, 2013 Regular Town Board Meeting – P. Garcia
2. Liquor License Renewal – Okole Maluna, LLC dba Okole Maluna Hawaiian Grill, Hotel & Restaurant Liquor License – M. Lee
3. Liquor License Renewal – Los Agaveros, Inc. dba Pueblo Viejo Family Mexican Restaurant, Hotel & Restaurant Liquor License – M. Lee
4. Liquor License Renewal – American Pizza Partners LP dba Pizza Hut, 3.2 % Beer On Premises Liquor License – M. Lee
5. Approval of Submission of Grant for Waste Water Treatment Plant – T. Walker
6. Resolution No. 2013-33 - A Resolution Approving an Oil and Gas Lease, and Related Terms, Between the Town of Windsor, Colorado, and Grizzly Petroleum Company, LLC, and Authorizing the Mayor to Execute Same (“Grizzly Lease #3”) – I. McCargar

7. Resolution No. 2013-34 – A Resolution Approving the Extension of an Oil and Gas Lease, and Related Terms, between the Town of Windsor, Colorado and Great Western Leasing, LLC, and Authorizing the Mayor to Execute the Same – I. McCargar

C. BOARD ACTION

1. 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
2. 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
3. Public Hearing - Request for an Extension of Conditional Use Grant Approval for Temporary Modular Classrooms in the Single Family (SF-1) zoning district – Vineyard Church – 1450 Westwood Drive – Hans H. Breur, Executive Pastor, Vineyard Church of the Rockies, applicant
 - Quasi-judicial
 - Staff presentation: Josh Olhava, Associate Planner
4. Request for an Extension of Conditional Use Grant Approval for Temporary Modular Classrooms in the Single Family (SF-1) zoning district – Vineyard Church – 1450 Westwood Drive – Hans H. Breur, Executive Pastor, Vineyard Church of the Rockies, applicant
 - Quasi-judicial
 - Staff presentation: Josh Olhava, Associate Planner
5. Site Plan Extension Request – Greenspire Subdivision, Second Filing, Lot 1, Block 1 – the Church of Jesus Christ of Latter-Day Saints (LDS Church) – Alan Palmer, LDS Church, applicant/ Tim Nuetzel, Short Elliott Hendrickson Inc., and Scott L. Nielson, NBW Architects, applicant’s representatives
 - Quasi-judicial
 - Staff presentation: Josh Olhava, Associate Planner
6. Site Plan Presentation – Eagle Crossing Subdivision, Second Filing, Lot 5, Block 1 (7-11) Site Plan – Jimmy Wall, Verdad Real Estate, Inc., applicant/John Meyers, Jr., TST, Inc., applicant’s representative
 - Staff presentation: Brett Walker, Associate Planner
7. Resolution No. 2013-35 - A Resolution Making Certain Findings Of Fact Concerning The Providence Farm Annexation To The Town Of Windsor, Colorado; Determining Substantial Compliance With Section 31-12-101, C.R.S., “The Municipal Annexation Act Of 1965”; And Establishing Dates For Public Hearings Before The Planning Commission And The Town Board Of The Town Of Windsor, Colorado With Regard To The Providence Farm Annexation
 - Legislative Action
 - Staff Presentation: Josh Olhava, Associate Planner
8. Resolution No. 2013-36 - A Resolution Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted for the Town of Windsor, Colorado, For 2012, an Addendum to Resolution No. 2013-08.
 - Legislative Action
 - Staff Presentation: Dean Moyer, Director of Finance

9. Resolution No. 2013-37 - A Resolution Accepting the Audit Report For 2012 Prepared by Anton Collins Mitchell LLP, Certified Public Accountants

- Legislative Action
- Staff Presentation: Dean Moyer, Director of Finance

10. Financial Report – D. Moyer

D. COMMUNICATIONS

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

E. EXECUTIVE SESSION

An executive session pursuant to § 24-6-402 (4) (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. (Water storage acquisition; Kelly Arnold)

F. ADJOURN

Recreation and Parks Month Proclamation

Whereas parks and recreation programs are an integral part of communities throughout this country, including Windsor, Colorado; and

Whereas our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

Whereas parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

Whereas parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

Whereas parks and recreation areas are fundamental to the environmental well-being of our community; and

Whereas parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

Whereas our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

Whereas the U.S. House of Representatives has designated July as Parks and Recreation Month; and

Whereas the Town of Windsor recognizes the benefits derived from parks and recreation resources

NOW THEREFORE, BE IT PROCLAIMED BY JOHN VAZQUEZ, MAYOR OF THE TOWN OF WINDSOR, COLORADO,
that July is recognized as Park and Recreation Month in the Town of Windsor, Colorado.

Signed this _____ day of _____, 2013

By _____

Mayor



TOWN BOARD REGULAR MEETING

June 10, 2013 - 7:00 P.M.

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

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MINUTES

A. CALL TO ORDER

1. Roll Call

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

Excused:

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 Thompson 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 add to the Consent Calendar Item B.11., Resolution No. 2013-22 – A Resolution Vacating a Portion of a Fifteen Foot Utility and Drainage Easement Located Parallel to the Southern Boundary of Lot 2 of the Westwood Village Subdivision, Third Filing, in the Town of Windsor, Colorado and to remove Items C.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 and C.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 until a date certain; Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None. Motion passed.

4. Board Liaison Reports

- Town Board Member Baker – Parks, Recreation & Culture Advisory Board; Cache La Poudre Trail Board Alternate
No report.
- Town Board Member Thompson – Planning Commission; Tree Board; Great Western Trail Authority
Town Board Member Thompson reported there had been a work session along with a regular meeting last week for the Planning Commission. At the work session, members reviewed

accessory dwelling units, discussed a code amendment to allow upstairs residential use of retail units in the downtown corridor along concurring with staff in allowing applicants to submit plans electronically. The meeting consisted of reviewing the Conditional Use Grant for Water Valley/Raindance and is Item C.7., reviewed the continued use of modular structures for Vineyard Church of the Rockies which will be on a later Town Board agenda. There were no reports for Great Western Trail Authority or the Tree Board.

- Mayor Pro-Tem Melendez – Downtown Development Authority (DDA); Chamber of Commerce; North Front Range/MPO Alternate
Mayor Pro-Tem Melendez stated there was no report from the DDA, they would be meeting on Wednesday due to the Colorado Municipal League conference that is scheduled. The Chamber of Commerce had met Wednesday, June 5; it was reported that over 4,000 citizens were served at the All Town Barbeque on June 6. It was a great success and a kick off for the Thursday night concert series. Michal Connors, Windsor Chamber of Commerce, will be providing the yearly chamber report on June 17 to the Town Board. It was noted that the remodel of the Chamber offices is complete and people are invited to stop by. Ms. Melendez noted that there was no report of the MPO meeting as it was the same night as the All Town Barbeque although she attended a meeting titled “Impact 64” that was sponsored by CDOT in association with the MPO. CDOT is looking at an initiative and moving away from a sales tax hike to a .07% sales tax hike for the state of Colorado which would be dedicated solely to transportation to fund roadway infrastructure that federal funds are not covering. Ms. Melendez also stated that the American Legion would be holding a flag retirement ceremony on Saturday, June 15 with events from 9 a.m. to 1 p.m.
 - Town Board Member Rose – Water & Sewer Board; Windsor Housing Authority, Planning Commission Alternate
Town Board Member Rose stated that both boards would be meeting in the near future.
 - Town Board Member Bishop-Cotner – Historic Preservation Commission; Clearview Library Board
No report.
 - Town Board Member Adams – Cache La Poudre Trail Board; Student Advisory Leadership Team (SALT)
Town Board Member Adams reported that the picnic shelter on the Cache La Poudre Trail is on its way; it will be placed near the Poudre Learning Center. It was also reported that mile markers along the trail are being re-concreted at the base. Mr. Adams stated that 529 people participated in the Poudre Trailathon and over \$2,000 was raised; the next event is the Poudre Challenge on August 24. Due to end of the school year, there was no report from SALT.
 - Mayor Vazquez – North Front Range/MPO
No report.
5. Presentation of Safebuilt Scholarship – J. Plummer/R. Weber
Director of Planning Plummer and Russ Weber, Safebuilt, introduced the scholarship with Mr. Weber inviting the 2013 recipient, Abigail Zimmerman to the podium. The Town Board Members congratulated her on her accomplishments.
6. Public Invited to be Heard

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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.

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

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 Stuff-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

Mayor Pro-Tem Melendez motioned to approve the Consent Calendar as amended; Town Board Member Thompson seconded the motion. Roll call on the vote resulted as follows:

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

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

Mayor Pro-Tem Melendez 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 second reading; Town Board Member Adams seconded the motion.

Town Attorney McCargar reported on the agenda item noting it is a housekeeping matter that is required by charter to be done by ordinance. 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. The quit claim deed did not exclude mineral rights, which the Town inadvertently received. Adoption of the ordinance will restore the mineral rights to Linda Francis. There have been no changes since first reading.

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

Roll call on the vote resulted as follows:

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

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

Postponed.

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

Postponed.

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

Town Board Member Thompson motioned to open the public hearing; Town Board Member Bishop-Cotner seconded the motion. Roll call on the vote resulted as follows:

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

Associate Planner Walker addressed the Town Board on the Conditional Use Grant (CUG). 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. Staff noted that no additional landscaping was recommended and that in remote locations such as this, screening is not typically required. The proposed equipment shelter’s dimensions are 11’6” by 26’ and 11’2” high. Additional site improvements can be seen in the PowerPoint slides included in the Town Board packet. Access to Merlin Lane is shared with the existing oil & gas site to the north and between three and four 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. Mr. Walker noted the site elevations which showed what the buildings are proposed to look like along with an example of a similar building at another site. At the May 2, 2013 meeting, the Planning Commission forwarded a recommendation of approval of the CUG:

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.

Mr. Walker requested that the following be entered into the record: the applications, staff memos and recommendations, packet materials and supporting documents, and all testimony received.

Town Attorney McCargar asked if there had been any comments received from Water Valley West to which Mr. Walker stated that there had been no comments received.

The Town Board discussed provisions for mandatory screening in the future as development will eventually creep up.

Town Attorney McCargar stated that if the Town Board wanted to discuss further conditions for the applicant that it could be brought forward during the public hearing. Town Board Member Thompson stated that none of the residents have expressed concern and that the question was general in nature.

Kelly Harrison, representing the applicant, addressed the Town Board. Mayor Vazquez inquired if there were any objections to the conditions that have been recommended. Ms. Harrison stated that there are no objections.

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

Town Board Member Adams motioned to closed the public hearing; Town Board Member Bishop-Cotner seconded the motion. Roll call on the vote resulted as follows:

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

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

Mayor Pro-Tem Melendez motioned to approve the Conditional Use Grant for Wireless Communications Facilities in accordance with Section 16-30-110 of the Municipal Code – 1680 Merlin Lane – Verizon Wireless; Town Board Member Thompson seconded the motion.

There were no additional comments from staff.

Roll call on the vote resulted as follows:

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

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

Town Board Member Thompson motioned to open the public hearing; Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows:

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

Associate Planner Walker Brett reported the applicant, Great Western Operating Company, LLC, is requesting a conditional use grant approval to drill ten (10) oil and gas wells on Water Valley West 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. Mr. Walker reviewed the conditions set forth in the Municipal Code with regard to oil and gas facilities and mitigation of adverse impacts on surrounding properties, including visual, landscape and floodplain requirements. The location of the sites was presented noting it is zoned residential mixed use.

The CUG application was presented to the Windsor Planning Commission on June 6, 2013 with the following concerns being noted:

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

Mr. Walker reviewed the conditions of approval noting those that had been modified from the standard conditions for oil and gas conditional use grants. Modified conditions are as follows:

Condition of Approval 1(f). Permanent screening. The condition included information specific to the Poudre Trail due to the close proximity of the trail to the site.

Condition of Approval 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.

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.

Mayor Vazquez inquired regarding Condition 3(d) as he believes the trail should be repaired after the drilling operations are complete. Mr. Walker stated that staff will look at the condition and address it.

At the June 6, 2013 Planning Commission meeting, the Planning Commission voted to recommend approval of the Conditional Use Grant subject to the following conditions:

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.

Wade Pollard and Tom Rand, representing the application addressed the Town Board. Mayor Vazquez inquired if, after review of the condition, they had any objections. They stated there no objections but noted there were concerns regarding access not allowed off of WCR64, only off of CR13. They have a private contract with the surface owner of WCR64 for use and have not received permission from the surface owner of CR13. The applicants would like to discuss this further with Planning staff. Associate Planner Walker stated there are advantages and disadvantages at both sites; there is lower density on surrounding residential land uses on CR13 and less of an impact related to the trucks in and out of the site. At WCR64 there is a higher density of residential land uses in the vicinity and there are concerns with the right turn with an include; specifically trucks having to stop at 7th Street and then immediately start up the hill.

Mayor Vazquez stated that no jake brakes should be included as a condition of the CUG.

Mr. Rand stated that they anticipate 20 to 25 trucks daily until the wells are completed; then it should be reduced to approximately 12-15 trucks daily. The prior pad was approved for access off of WCR64.

Pat McMeekin, Broe Land Acquisitions, stated the surface use agreement on CR64 was due to it being the best access point. CR13 is not a through road so to put this type of traffic on an unmaintained road was not smart. Use of WCR64 seemed to be the most logical point.

Mayor Vazquez voices support of using WCR64 but stated there should be a back-up agreement, particularly due to noise. He requested a clause in the CUG stating that if use of WCR64 does not work then the applicant will need to go back to staff's recommendation.

Town Board Member Thompson voiced concern regarding the Poudre Trail stating it gets quite a bit of usage which will only increase. He inquired what their plan was to protect the trail and keep debris off of it. Mr. Rand stated that this is the second drill pad that they have worked on that passes the Poudre River Trail; they will put the trail back in the same condition or better than it was when they first accessed the site.

Town Manager Arnold asked they addressed noise condition in the permit as concerns from Poudre Heights had been received during the drilling phase. The applicants stated that no timeframes for drilling were listed on the conditions received from COGCC

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

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

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

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

Mayor Pro-Tem Melendez motioned to approve the 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; Town Board Member Adams seconded the motion.

Associate Planner Walker noted the amendment of Condition 3.h. to state that access will be allowed from New Liberty providing there not issues related to complaints to the point it becomes a problem, no jake brakes, and if the Town discovers there are issues or complaints due to this route, then an alternate route will be imposed.

Town Manager Arnold stated an element of safety should be discussed related to Condition 3.d. Chief Planner Ballstadt stated that the current damage to the trail was done by gravel mining. Town Board Member Adams inquired if we were going to require them to fix damage that they were not responsible for. Town Manager Arnold offered that the trail should be maintained until the wells are complete and then staff will review the condition of it and determine if it needs repair or replaced. It was determined that this will not be done in advance, but when the project is complete. Mr. Rand stated that they will maintain the trail to keep it as safe as possible; once operations are complete they will review and determine how to proceed based on discussions with staff.

Town Board Member Thompson requested that New Liberty (WCR64) be posted with notices that jake brakes are prohibited.

Mayor Pro-Tem Melendez motioned to amend Condition 3.d indicating the trail should be maintained in a safe condition by the applicant until the wells are complete. Staff will then review the condition of the trail and determine if it needs repair or replaced and amend Condition 3.h. to state that access will be allowed from New Liberty providing there no excessive complaints to the point it becomes a problem, no jake brakes will be allowed, and if the Town discovers there are issues or complaints due to this route, then an alternate route will be imposed; Town Board Member Bishop-Cotner seconded the motion. Roll call on the vote resulted as follows:

**Yeas – Rose, Thompson, Melendez, Bishop-Cotner, Adams, Vazquez
Nayes – None. Motion passed.**

Motion to approve the Conditional Use Grant:

Roll call on the vote resulted as follows:

**Yeas – Rose, Thompson, Melendez, Bishop-Cotner, Adams, Vazquez
Nayes – None. Motion passed.**

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

Associate Planner 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 approximately 2.3 acres and Lot 7 is approximately 0.7 acres. 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. It is anticipated that there will be 10 employees occupying the office building during normal business hours.

During the May 15, 2013 regular meeting, the Planning Commission made recommendations regarding a Maintenance Plan for the upkeep of the outdoor storage aggregate base be required as part of the Site Plan Development Agreement as there was concern with weed growth and general upkeep of the aggregate base.

The current presentation is intended for the Town Board's information and this is the opportunity to comment on the project. The site plan will be approved administratively through the Town's standard site plan process.

Mayor Vazquez voiced support of the project.

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

Associate Planner Walker stated that 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 use 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. 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.

At their May 15, 2013 regular meeting, the Planning Commission made the following comments and recommendations:

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.

Mr. Walker stated that 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.

Omar Herrera, representing the applicant, addressed the Town Board and noted that they are storing holding racks for drill pipes. Pursuant to a question from Mayor Vazquez, the applicant stated that they make sure that the drill pipes are clean when storing them. When the rigs are stacked, plastic is put between them so the ground is not contaminated.

Town Manager Arnold stated that by definition this is a temporary use; John Pottorf stated that they have a three year lease. They are not certain what the plan will be in 2½ years. Associate Planner Walker noted that the Planning Commission discussed this being temporary in nature and voiced concern about what would be done if the structures were to remain beyond the three year period.

Clay Drake, representing Great Western, stated that if the temporary use is granted then he requests that they not be required to pave the road or to submit a traffic flow pattern. Chief Planner Ballstadt stated that staff discussed this with Town Attorney McCargar and noted that Chapter 16 of the code states that all traffic circulation is required to be paved with asphalt or concrete. Any deviance from Chapter 16 would require the Board of Adjustment to grant a variance. The applicant stated that they do not want to delay the process and would not be requesting a variance from the Board of Adjustment.

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

Mayor Pro-Tem Melendez motioned to approve Resolution No. 2013-30; Town Board Member Thompson seconded the motion.

Director of Parks, Recreation and Culture Chew reported on the resolution noting it is an intergovernmental agreement the Town of Windsor and Larimer County to jointly hold conservation easements. The conservation easements that have created this discussion are related to the Poudre River Initiative Grant through Great Outdoors Colorado (GOCO). The Town partnered with other local municipalities on projects through the Poudre River corridor. There are four properties that are being looked at for acquisition by the City of Greeley. When GOCO funds are being used to purchase land, they like to have a third party hold the conservation easements to assure that no development takes place. Larimer County is willing to guide Windsor through the process as this is something that we are not experienced with. The

Parks, Recreation and Culture Board will look at the site, the baseline data and management plan that is developed for the property and will come to the Town Board with recommendations for the various conservation easements: Sheep Draw, Poudre River Ranch property, Sebring Ranch Property, and Poudre Bluffs. Ms. Chew stated that Poudre Bluffs is where the Town comes into the equation as it is at Missile Silo Park where we are trying to get trail access down to the Poudre River Trail. It was also noted that the ordinance that allows for the Town accept conservation easements allows us to access a stewardship fee; the City of Greeley has been notified that we intend to access the fee which would be used to defray expenses by the Town of Windsor.

Roll call on the vote resulted as follows:

Yeas – Rose, Thompson, Melendez, Bishop-Cotner, Adams, Vazquez
Nays – None. Motion passed.

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

Mayor Pro-Tem Melendez motioned to approve Resolution No. 2013-31; Town Board Member Adams seconded the motion.

Town Attorney McCargar reported that in October of last year the Town entered into an agreement with Eagle Crossing subdivision, under that agreement which was to advance infrastructure costs and recover a portion of those costs through the assignment of fee revenue that would normally be paid to the developer. The agreement also stated that if some retail activity did not take place by a certain date, the Town would have the opportunity to recover all of the costs of the infrastructure; not just a portion that was assigned under the fee assignment. There was a potential \$159,000 recovery with a worst case \$643,000 recovery if the retail activity did not take place. Mr. McCargar explained the lien process noting that the bank did not accept the subordinate position of first position which was given to the Town by the Developer. It was recommended that the agreement be amended to reflect that the bank has offered to list the Town of Windsor as the second position behind the lender. Mr. McCargar voiced concern with the second position as it is risky under foreclosure law. It has been reported to the Town that there is enough equity in the property to cover the first lien as well as any lien that could be placed by the Town. Mr. McCargar stated that the agreement includes several other minor amendments along with the change of lien position.

Mayor Vazquez voiced support of moving forward with the resolution and thanked Mr. McCargar for the research completed and his honesty.

Town Board Member Thompson stated that in the future he would like solid information about who has first and second rights before entering into an agreement.

Roll call on the vote resulted as follows:

Yeas – Rose, Thompson, Melendez, Bishop-Cotner, Adams, Vazquez
Nays – None. Motion passed.

D. COMMUNICATIONS

1. Communications from the Town Attorney
None.
2. Communications from Town Staff
None.
3. Communications from the Town Manager
None.

4. Communications from Town Board Members
None.

E. ADJOURN

Town Board Member Thompson motioned to adjourn at 9:00 p.m.; Town Board Member Bishop-Cotner seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None. Motion passed.

Patti Garcia, Town Clerk



MEMORANDUM

Date: June 14, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Mary Lee, Deputy Town Clerk
Re: Liquor License Renewal – Okole Maluna, LLC, dba Okole Maluna Hawaiian Grill,
Hotel & Restaurant Liquor License
Item #: B.2.

Background / Discussion:

Okole Maluna Hawaiian Grill, has submitted a Hotel & Restaurant liquor license renewal application. The current license has an expiration date of August 4, 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.



MEMORANDUM

Date: June 14, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Mary Lee, Deputy Town Clerk
Re: Liquor License Renewal – Los Agaveros, Inc. dba Pueblo Viejo Family Mexican Restaurant, Hotel & Restaurant Liquor License
Item #: B.3.

Background / Discussion:

Pueblo Viejo Family Mexican Restaurant, has submitted a Hotel & Restaurant liquor license renewal application. The current license has an expiration date of September 8, 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.



MEMORANDUM

Date: June 17, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Mary Lee, Deputy Town Clerk
Re: Liquor License Renewal – American Pizza Partners LP dba Pizza Hut, 3.2 %
Beer On Premises Liquor License
Item #: B.4.

Background / Discussion:

Pizza Hut, has submitted a 3.2 % Beer On Premises liquor license renewal application. The current license has an expiration date of September 29, 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.



MEMORANDUM

Date: June 24, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Terry Walker, Director of Public Works
Re: Approval of Nutrient Grant Submittal
Item #: B.5.

Background / Discussion:

On May 24, 2012 the Water Quality Control Commission established regulation 85, Nutrients Management Control, requiring public domestic wastewater treatment facilities with a design flow equal to or greater than 2.0 million gallons per day to meet effluent limits for nutrients. The Town of Windsor wastewater treatment facility has a design flow of 2.8 MGD and is therefore subject to the requirements of regulation 85. The new limits will become effective with the next discharge permit cycle. Windsor's current permit will expire on May 1, 2014. There will likely be a 5 year compliance schedule to meet the new limits so the Town should expect to comply with the new limits as early as May 1, 2019.

In May, 2012 the Colorado General Assembly passed HB-13-1191, Nutrients Grant Fund to provide grant funding to assist with compliance with regulation 85. The funding includes \$2,700,000 for planning projects with no one project receiving more than \$80,000. The Town of Windsor is submitting an application for a Planning Project Grant of \$80,000.

Relationship to Strategic Plan:

Goal 4.D.

Recommendation:

Authorize staff to submit a Planning Project Grant of \$80,000 for funding to comply with regulation 85, Nutrients Management Control.

Attachments:

None.



355 Eastman Park Dr., Ste. 200 · Windsor, CO 80550
Telephone: (970) 674-9888 · Fax: (970) 674-9535
Email: jonathan@lolaw.us

Kenneth F. Lind
George H. Ottenhoff

Chrysten S. Hinze

Jonathan E. Batt
Special Counsel

Date: June 3, 2012
To: Kelly Arnold; Ian McCargar, Town Attorney
From: Jonathan Batt, Esq., Special Counsel for Oil and Gas Matters
Re: Proposed Oil and Gas Lease with Grizzly Petroleum Company, LLC.

Background:

In June of 2012, the Town of Windsor granted two Oil and Gas Leases to Grizzly Petroleum Company, LLC. These initial Leases covered acreage in the area of property commonly known as “Laku Lakes” (Section 20, Township 6 North, Range 67 West, 6th P.M), consisting of approximately 3.196 and 60.431 acres respectively. A well was drilled subject to the initial Leases from the Laku Lakes pad. In a subsequent title opinion, it was discovered that a smaller parcel of approximately 3.88 acres is owned by the Town of Windsor and remains available for lease.

Proposed Lease Agreement:

In May of 2013, Great Western Oil and Gas Company (which leases property in the name of Grizzly Petroleum Company, LLC) contacted our law firm to propose an Oil and Gas Lease on the remaining 3.88 acre parcel. At this time, the terms and conditions of the Oil and Gas Lease either meets or exceeds the current market terms and prevailing oil and gas exploration practices within Weld County. The significant terms of the Lease are as follows:

1. Term: three (3) years;
2. Lease royalty: 20%;
3. Bonus consideration: \$1,200.00 per net mineral acre;
4. The net mineral acreage: 3.88 acres more or less;
5. Initial bonus payment: \$4,656.00 (based on an estimated 3.88 acres);
6. Surface use: The proposed Lease contains a surface use prohibition which means that no activities of any type regarding oil and gas development can take place upon the surface of the subject property. Drilling has already been done and production will take place from a location on adjoining property within the spacing unit.

7. Development plan: This parcel is subject to Lease acreage that has already been drilled as part of a bigger development plan.

Proposed Lease Considerations:

Based upon the proposed Lease terms, consider the following factors:

1. Drilling is completed: This parcel is within a spacing unit for which the well has already been drilled. There are no new development or surface issues for consideration in this Lease proposal.
2. Additional consideration: In addition to previous bonus payments on the two existing leases, Grizzly Petroleum will pay the Town of Windsor an additional lease bonus equal to \$1,200/per net acre or \$4,656.00 for the new lease. Based upon our experience in oil and gas transactions in the area, the underlying terms of the proposed Lease are top-of-market.

Recommendation:

Approval of Oil and Gas Lease.

Attachments:

Proposed Town of Windsor Lease Cover Letter
Proposed Oil and Gas Lease Form
Exhibit "A": Town of Windsor Tract Map

TOWN OF WINDSOR

RESOLUTION NO. 2013-33

A RESOLUTION APPROVING AN OIL AND GAS LEASE, AND RELATED TERMS, BETWEEN THE TOWN OF WINDSOR, COLORADO, AND GRIZZLY PETROLEUM COMPANY, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE SAME (“GRIZZLY LEASE #3”)

WHEREAS, the Town of Windsor (“Town”) is a Colorado Home Rule Municipality, with all powers and authority vested pursuant to law; and

WHEREAS, the Town is the owner of certain mineral interests located beneath Town-owned property within Sections 19, 20 and 29, Township 6, Range 67 West, 6th P.M; and

WHEREAS, under Colorado law, the owners of mineral interests have a right to exploit, extract and put to beneficial use all minerals beneath the surface of the land; and

WHEREAS, the oil and gas deposits located within Weld County have drawn increasing interest from oil and gas extraction firms; and

WHEREAS, as is the case within Weld County, the Town’s oil and gas interests have become a source of particular interest to oil and gas extraction firms; and

WHEREAS, Grizzly Petroleum, LLC (“Grizzly”) has approached the Town with terms and conditions for the leasing of Town-owned oil and gas rights beneath Town-owned property, consisting of approximately 3.88 mineral acres; and

WHEREAS, the Town’s Oil and Gas Special Counsel has negotiated a proposed Lease Agreement with Grizzly, the terms and conditions of which are set forth in the attached “Oil and Gas Lease”, incorporated herein by this reference as if set forth fully; and

WHEREAS, the terms and conditions of the attached Oil and Gas Lease are consistent with the market and with prevailing oil and gas exploration practices within Weld County; and

WHEREAS, the attached Oil and Gas Lease specifically provides that no oil and gas activity will take place on the surface of any Town-owned property; and

WHEREAS, the Town’s Oil and Gas Special Counsel has recommended that the attached Oil and Gas Lease be approved by the Town Board; and

WHEREAS, the Town Board has concluded that the attached Oil and Gas Lease is beneficial to the public interest, in that it allows the Town to derive revenue from existing Town-owned resources; and

WHEREAS, the within Resolution is deemed to promote the public health, safety and welfare.

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

1. The attached Oil and Gas Lease is hereby approved.
2. The Mayor is hereby authorized to execute the attached Oil and Gas Lease on behalf of the Town.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 24th day of June, 2013.

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

1700 Broadway
Suite 650
Denver, Colorado 80290



K. Wade Pollard, CPL
Land Manager
Great Western Operating Company, LLC

John S. Vazquez, Mayor and
Kelly Arnold, Town Manager
Town of Windsor, Weld County, CO.
301 Walnut St.
Windsor, CO 80550

May 21, 2013

Re:

Township 6 North, Range 67 West, 6th P. M.

Section 20: A certain Tract of Land, lying in the Southeast Quarter (SE/4), more particularly described as... Tract B of the Mountain View Subdivision Second Filing, a plat of which was recorded on April 18, 1979 in Book 866 at Reception No. 1787838, LESS and EXCEPT Tract A, Weld County, Colorado, containing 3.88 acres, more or less.

Mayor Vazquez and Mr. Arnold,

Great Western Oil and Gas Company, LLC is interested in Leasing the above described lands from the Town of Windsor, for Oil and Gas exploration and development purposes. Please note that our Leases are taken under the name of Grizzly Petroleum Company, LLC. Public Records indicate that you own a 3.88 Net Mineral Acre interest under the said lands. The attached Lease, dated 05/9/2013, covers your 100.0% interest in Minerals under the above described 3.88 acre tract, located in Weld County, Colorado, and provides for a Three (3) Year Primary Term, and Twenty Percent (20.00%) Royalty, in the event of production, subject to proportionate reduction.

Please find enclosed, Original Oil and Gas Lease covering your land(s), an Order for Payment, representing the Total Bonus Payment for the Lease, in the amount of \$4,656.00, on the basis of \$1,200.00 per net mineral acre (3.88 acres X 100.0% = 3.88 Net Mineral Acres), subject to approval of Title, and a W-9 form for Tax Purposes.

1. Please sign the Lease and all documents Exactly as your name appears, in the presence of a Notary Public.
2. Return the signed and notarized Lease, along with your completed W-9 form, and your signed Order for Payment, to K. Wade Pollard, at 1700 Broadway, Suite 650, Denver, CO. 80290, in the enclosed pre-addressed, stamped envelope.
3. *NOTE - ALL Required & Acknowledged Documents should be received by Lessee within Thirty (30) days from the Date of the attached Lease, or Lease Offer will be considered Terminated and Withdrawn, unless contacted by Lessor(s).
4. Please keep all documents stamped "COPY" for your records.

Thank you for your time and consideration regarding this matter, and if you should have any questions regarding this Lease Package, please feel free to contact me. Thanks again.

Very truly yours,

K. Wade Pollard, CPL
Land Manager
Great Western Operating Company, LLC
Direct - (303) 398-0353
wpollard@gwogco.com

1700 Broadway
Suite 650
Denver, Colorado 80290



K. Wade Pollard, CPL
Land Manager
Great Western Operating Company,
LLC

May 21, 2013

ORDER OF PAYMENT

On approval of the agreement associated herewith and on approval of title to same, Great Western Oil and Gas Company, LLC will make payment as indicated herein by check within 45 days of receipt of said agreement. No default shall be declared for failure to make payment until 15 days after receipt by Great Western Oil and Gas Company, LLC of written notice of Payee's intention to declare such default. In the event title research reveals that the Payee owns less than the full and undivided 100% interest in the property covered by the agreement, it is understood and agreed that the amount referenced below shall be proportionately reduced according to the percentage of the interest that the payee owns.

PAYEE: Town of Windsor, a Colorado Municipal Corporation

Address: 301 Walnut St.
Windsor, CO 80550

PHONE NUMBER: 970-674-2400

AMOUNT: FOUR THOUSAND SIX HUNDRED FIFTY SIX DOLLARS and NO CENTS

\$4,656.00

This payment is for the following Agreement, which covers property described as follows:

Township 6 North, Range 67 West of the 6th P.M.

Section 20: A certain Tract of Land, lying in the Southeast Quarter (SE/4), more particularly described as...Tract B of the Mountain View Subdivision Second Filing, a plat of which was recorded on April 18, 1979 in Book 866 at Reception No. 1787838, LESS and EXCEPT Tract A, Weld County, Colorado, containing 3.88 acres more or less.

Agreement Type: Oil and Gas Lease

Dated: May 9, 2013

Gross Acres: 3.88 **Net Acres:** 3.88 **\$ Per Net Acre:** \$1,200.00

Term: 3 Years **Royalty:** 20.00%

Completed by:

Acknowledged by:

Wade Pollard

(Land Manager)

(Lessor/Grantor)

For Office Use Only:

Sent via Certified mail on _____

Check # _____ in the amount of \$ _____

Town of Windsor

A certain Tract lying in the SE/4 of Section 20-T06N-R67W, identified as Tract B, Mountain View Subdivision Second Filing, containing 3.88 acres, m/l, Weld County, CO



OIL AND GAS LEASE

THIS AGREEMENT, dated the _____ of June, 2013 is made and entered into by and between **TOWN OF WINDSOR, a Colorado Municipal Corporation**, whose address is 301 Walnut St. Windsor, CO 80550, hereinafter called Lessor (whether one or more), and **GRIZZLY PETROLEUM COMPANY, LLC**, whose address is 1700 Broadway, Suite 650, Denver, CO 80290-1170, hereinafter called Lessee.

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE (\$10.00+) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Weld, State of Colorado, described as follows, to-wit:

Township 6 North, Range 67 West of the 6th P.M.

Section 20: A certain Tract of Land, lying in the Southeast Quarter (SE/4), more particularly described as...Tract B of the Mountain View Subdivision Second Filing, a plat of which was recorded on April 18, 1979 in Book 866 at Reception No. 1787838, LESS and EXCEPT Tract A, **containing 3.88 acres, more or less**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS IS A NO SURFACE OCCUPANCY LEASE. IT IS AGREED THAT LESSEE, ITS SUCCESSORS AND ASSIGNS SHALL NOT CONDUCT ANY DRILLING OPERATIONS OR LOCATE ANY PRODUCTION FACILITIES UPON THE LEASED LANDS, NOR WILL ANY ACCESS TO THE SURFACE OF THE LEASED LANDS BE PERMITTED WITHOUT EXPRESS WRITTEN CONSENT OF LESSOR.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, including all lands and rights acquired or retained by Lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above, as well as all riparian lands and rights which may be incident, appurtenant, related or attributed to Lessor in any lake, reservoir, stream or river traversing or adjoining the lands described above, and further, all lands included in any road, easement or right-of-way traversing or adjoining the lands described above, which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above.

1. It is agreed that this lease shall remain in force for a term of **Three (3) years** from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

In the event a well or wells is drilled and completed on the lands, or on the lands pooled therewith, for the purpose of developing coalbed gas, the word "operations" shall mean, in addition to those matters covered in the preceding paragraph. (1) operations of said wells to remove water or other substances from the coalbed, or to dispose of such water or other substances, even though such operations do not result in the production of hydrocarbons in paying quantities, or (2) shutting-in or otherwise discontinuing production from said wells to allow for surface or underground mining affecting the drillsite or wellbore.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal **Twenty Percent (20.00%)** part of all oil produced and saved from the leased premises.

2nd To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, **Twenty Percent (20.00%)** of the net proceeds derived from such sale or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **Twenty Percent (20.00%)** of such gas and casinghead gas, Lessor's interest, in either case, to **Twenty Percent (20.00%)** of the cost of compressing, dehydrating and otherwise treating such gas or casinghead gas to render it marketable or usable and **Twenty Percent (20.00%)** of the cost of gathering and transporting such gas and casinghead gas from the mouth of the well to the point of sale or use.

3rd To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product, a royalty of **Twenty Percent (20.00%)** of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners Five Dollars (\$5.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas and oil produced on said land for Lessee's operation thereon.

- 7. Lessee shall bury Lessee's pipeline below plow depth.
- ~~8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.~~
- 9. Lessee shall pay for damages caused by Lessee's operations on said land.
- 10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessees' operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission or any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit.

13. When operations or production are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to furnish transport or furnish facilities for transportation or lack of market in the field for the minerals produced, or as a result of any cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee and this lease shall remain in force during such delay or interruption and ninety (90) days thereafter, anything in this lease to the contrary notwithstanding.

~~14. Lessee's seismic operations will be conducted in accordance with good standard practices and in a prudent and careful manner and Lessee and its agents and contractors (collectively the "Lessee"), jointly and severally, will assume and pay, hold the Lessors free and harmless from, and indemnify and defend Lessors from any and all claims and damages including, without limitation, attorney's fees and costs of court that may result from work by Lessee by virtue of the permission granted in this Agreement. This provision shall apply whether the claims are by persons or to property located on or off the Lands, including persons employed by Lessors and property owned by the Lessors. The consideration paid for this Agreement is not compensation for any such damages.~~

15. Lessor agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessor, for itself and its heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

16. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Town of Windsor, a Colorado Municipal Corporation

By: _____
JOHN S. VAZQUEZ (MAYOR)

ATTEST : _____
By: PATTI GARCIA, TOWN CLERK

CORPORATE ACKNOWLEDGMENT

STATE OF Colorado)
) ss
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this _____ day of June, 2013 by John S. Vazquez as Mayor for the Town of Windsor, a Colorado Municipal Corporation and Patti Garcia, Town Clerk for the Town of Windsor, a Colorado Municipal Corporation.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public:

**After recording return to: Grizzly Petroleum Company, LLC
Attn: Angie C. Nickel
1700 Broadway, Suite 650
Denver, CO 80290-1700**



355 Eastman Park Dr., Ste. 200 · Windsor, CO 80550
Telephone: (970) 674-9888 · Fax: (970) 674-9535
Email: jonathan@lolaw.us

Kenneth F. Lind
George H. Ottenhoff

Chrysten S. Hinze

Jonathan E. Batt
Special Counsel

Date: June 17, 2013
To: Kelly Arnold; Ian McCargar, Town Attorney
From: Ken Lind and Jonathan Batt, Esq., Special Counsel for Oil and Gas Matters
Re: Proposed Second Amendment to Oil and Gas Lease with Great Western

Background:

On September 12, 2011, the Town of Windsor passed Resolution No. 2012-26 granting an Oil and Gas Lease to Great Western Leasing, LLC. The Lease covered acreage under the property commonly known as “Diamond Valley Park Site” (Section 22, Township 6, Range 67 West, 6th P.M), consisting of approximately 105.54 acres. At the time of approval, the terms and conditions of the Oil and Gas Lease were consistent with the market and prevailing oil and gas exploration practices within Weld County. The significant terms of the Lease are as follows:

1. Term: fifteen (15) months;
2. Lease royalty: 20%;
3. Bonus consideration: \$1,200.00 per net mineral acre;
4. The net mineral acreage: 100.54 acres more or less;
5. Bonus payment: \$120,648.00;
6. Surface use: The approved Lease contains a surface use prohibition which means that no activities of any type regarding oil and gas development can take place upon the surface of the subject property. Drilling and production would take place from two locations on adjoining properties within the spacing unit.
7. Development plan: Lessee agreed to drill a minimum of seven wells as described in Article 16.

Lease Amendment in August of 2012:

On August 7, 2012, Great Western Oil and Gas Company provided our law firm with a Proposed Amendment to Town of Windsor Lease. The Town Board approved the Lease Amendment which contained the following changes to the approved Lease:

1. One year extension: The approved Lease had a primary term of fifteen (15) months with an effective date of August 22, 2011 and expiration date of November 22, 2012. Acceptance of the proposed Amendment provided a one year extension making the revised expiration date November 22, 2013. Typically, oil and gas leases have a primary term of three years. The one year extension was within prevailing industry practices.
2. Additional consideration: In addition to previous bonus payments, Great Western agreed to pay the Town of Windsor an additional lease bonus equal to \$100/per net acre or \$10,554.00 to extend the Lease for one additional year.
3. Horizontal Drilling: The Town will realize increased revenues from horizontal drilling methods. At the time of initial Lease approval, the generally accepted practice was directional drilling. However, horizontal drilling has since become the preferred drilling method because of its increased effectiveness at extracting the mineral resource.
4. One drilling pad: The approved Lease anticipated two drilling and production sites. However, the horizontal drilling method will allow the production to occur from a single location on adjacent property.
5. Consent of participation leaseholders: Tekton Energy supported the Amended Oil and Gas Lease.

Proposed Lease Extension in June of 2013:

In June of 2013, Great Western approached our law firm with a proposed extension of the Amended Oil and Gas Lease. The proposed terms for the extension are the following:

1. Six month extension with an option for an additional three months: The proposed Lease extension would extend the Amended Oil and Gas Lease for six months, with an expiration date of May 22, 2014. Further, the proposed Lease extension would grant an option to extend the Lease by an additional three months. Granting the extension and exercising the option would make the total duration from the effective date of the initial approved Lease less than the standard three year lease in the industry.
2. Additional consideration: In exchange for receiving the initial Lease extension for six months, Great Western agrees to pay the Town of Windsor an additional lease bonus of \$10,554.00. In the event Great Western exercises the option for an additional three months, Great Western agrees to pay the Town of Windsor an additional \$5,277.00.

Recommendation:

Approval of Extension of Amended Oil and Gas Lease.

Attachments:

Proposed Second Amendment to Oil and Gas Lease

TOWN OF WINDSOR

RESOLUTION NO. 2013-34

A RESOLUTION APPROVING THE EXTENSION OF AN OIL AND GAS LEASE, AND RELATED TERMS, BETWEEN THE TOWN OF WINDSOR, COLORADO, AND GREAT WESTERN LEASING, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE SAME (DIAMOND VALLEY SITE)

WHEREAS, the Town of Windsor (“Town”) is a Colorado Home Rule Municipality, with all powers and authority vested pursuant to law; and

WHEREAS, the Town is the owner of certain mineral interests located beneath Town-owned property within the south half of Section 22, Township 6, Range 67 West, 6th P.M; and

WHEREAS, under Colorado law, the owners of mineral interests have a right to exploit, extract and put to beneficial use all minerals beneath the surface of the land; and

WHEREAS, the oil and gas deposits located within Weld County have drawn increasing interest from oil and gas extraction firms; and

WHEREAS, as is the case within Weld County, the Town’s oil and gas interests have become a source of particular interest to oil and gas extraction firms; and

WHEREAS, Great Western Leasing, LLC (“GW”) has approached the Town with terms and conditions for extending the Lease of Town-owned oil and gas rights beneath the property commonly known as the “Diamond Valley Park Site”, consisting of approximately 105.54 acres; and

WHEREAS, the Town’s Oil and Gas Special Counsel has negotiated a proposed Lease extension with GW, the terms and conditions of which are set forth in the attached “ Second Amendment to Oil and Gas Lease”, incorporated herein by this reference as if set forth fully; and

WHEREAS, the terms and conditions of the attached Second Amendment to Oil and Gas Lease are consistent with the market and with prevailing oil and gas exploration practices within Weld County; and

WHEREAS, the attached Second Amendment to Oil and Gas Lease specifically provides that no oil and gas activity will take place on the surface of any Town-owned property; and

WHEREAS, the Town’s Oil and Gas Special Counsel has recommended that the attached Second Amendment to Oil and Gas Lease be approved by the Town Board; and

WHEREAS, the Town Board has concluded that the attached Second Amendment to Oil and Gas Lease is beneficial to the public interest, in that it allows the Town to derive revenue from existing Town-owned resources; and

WHEREAS, the within Resolution is deemed to promote the public health, safety and welfare.

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

1. The attached Second Amendment to Oil and Gas Lease is hereby approved.
2. The Mayor or, as necessary, Mayor *Pro Tem*, is hereby authorized to execute the attached Second Amendment to Oil and Gas Lease on behalf of the Town.

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

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

SECOND AMENDMENT TO OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Town of Windsor, a Colorado municipal corporation, whose address is 301 Walnut Street, Windsor, CO 80550 ("Lessor") did execute and deliver unto Great Western Leasing, LLC, with an address of 1700 Broadway, Suite 650, Denver CO 80290 ("Lessee"), that certain Oil and Gas Lease dated August 22, 2011, recorded at Reception No. 3795882 on September 30, 2011 in the records of Weld County, State of Colorado (the "Lease"), covering the following described lands situated in Weld County, Colorado, to wit:

Township 6 North, Range 67 West, 6th P.M.

Lot One (I), Block Two (2), Diamond Valley Subdivision, Lot Two (2) Block Two (2) Diamond Valley Subdivision Town of Windsor and all dedicated streets, roads and alleys, being in the S/2 of Section 22.

Containing 105.54 acres, more or less

WHEREAS, primary term as cited in Article I of the original lease reads 15 months in length with an original expiration date of November 20, 2012; and

WHEREAS, by Assignment of Oil and Gas Lease dated November 8, 2011, recorded at Reception No. 3807194 on November 11, 2011, Great Western Leasing, LLC ("Assignor") assigned and conveyed said Lease to Grizzly Petroleum Company, LLC, a Colorado limited liability company, with an address of 1700 Broadway, Suite 650, Denver, CO 80290 ("Assignee"); and

WHEREAS, the Town of Windsor, a Colorado municipal corporation, whose address is 301 Walnut Street, Windsor, CO 80550 ("Lessor") did execute and deliver unto Grizzly Petroleum Company, LLC, with an address of 1700 Broadway, Suite 650, Denver CO 80290 ("Lessee"), that certain Amendment to Oil and Gas Lease dated August 13, 2012, recorded at Reception No. 3869192 on August 28, 2012 in the records of Weld County, State of Colorado (the "Lease"); and

WHEREAS, that certain Amendment to Oil and Gas lease dated August 13, 2012, recorded at Reception No. 3869192 on August 28, 2012, Amended Article 16 and extended the primary term one (I) additional year. The amended lease expiration expires on November 22, 2013; and

NOW, THEREFORE, in consideration of the sum of Ten Thousand Five Hundred and Fifty Four Dollars (\$10,554.00), the receipt and sufficiency of which is hereby acknowledged, the undersigned Lessor hereby agrees to extend the primary term six (6) additional months; amending the lease expiration date to expire on May 22, 2014. In addition, in consideration of the sum of Five Thousand Two Hundred and Seventy Seven Dollars (\$5,277.00), the undersigned Lessor grants an option for an additional extension of three (3) months. The option can be exercised by the Lessee at any time prior to the amended expiration date of May 22, 2014 so long as payment in the amount of Five Thousand Two Hundred and Seventy Seven Dollars

(\$5,277.00) is made in full prior to the May 22, 2014 expiration date. If the extension option is exercised, the amended expiration date will be August 22, 2014.

Lessor does hereby ratify, approve, confirm and adopt the above described oil and gas lease insofar as it covers the above described land and does hereby lease, demise, grant and let said land unto Grizzly Petroleum Company, LLC, its successors and assigns, subject to and under all of the terms and provisions of said Lease and lands as amended and described above. The undersigned does hereby agree and declare that said Lease is in full force and effect and such Lease is hereby expressly affirmed and ratified to be effective and binding for all purposes.

The provisions hereof shall extend to and be binding upon the heirs, successors, legal representatives and assigns of the parties hereto.

EXECUTED this _____ day of _____, 2013, but shall be effective for all intents and purposes as of August 22, 2011.

Lessor: Town of Windsor

By: John S. Vazquez
Title: Mayor

STATE OF COLORADO) (CORPORATE ACKNOWLEDGMENT)
) SS.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____2013, by John S. Vazquez, as Mayor of the Town of Windsor, a Colorado municipal corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

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, THEREFORE 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.

Spirituos 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 24th day of June, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

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 24th day of June, 2013.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



MEMORANDUM

Date: June 24, 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 Request for an Extension of Conditional Use Grant Approval for Temporary Modular Classrooms in the Single Family (SF-1) zoning district – Vineyard Church – 1450 Westwood Drive – Hans H. Breur, Executive Pastor for Vineyard Church of the Rockies, applicant
Location: 1450 Westwood Drive
Item #: C.3 & C.4

Background:

The applicant, Hans H. Breur, Executive Pastor for Vineyard Church of the Rockies, is requesting an extension of their Conditional Use Grant (CUG) for 1450 Westwood Drive. A conditional use grant is required in this situation as the proposed use is not a use allowed by right in any zoning district per Section 16-7-10 of the Municipal Code which outlines the Intent of Conditional Use Grants.

The original CUG required that the applicant submit a building permit application within two years of approval. The Windsor Town Board approved the original CUG on May 24, 2010 with a three year deadline for the removal of the temporary modular structure. Please see the enclosed Zoning Certificate from May 2010. The applicant and the applicant's contractor are currently working with staff on submitting a Site Plan for review. The church plans to move forward with construction as soon as the planning process is complete.

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

Goal:

- To protect the character and quality of the residential areas in Windsor.

Policies:

11. Churches should be encouraged in residentially zoned areas in Town due to the compatible nature of residential and church uses.

Conformance with Vision 2025: The proposed application is consistent with the "social, cultural, and recreational" elements of the Vision 2025 document.

Recommendation: At their June 6, 2013 regular meeting, the Planning Commission forwarded a recommendation of approval for a two (2) year extension of the conditional

use grant to the Town Board, subject to the following conditions, and staff concurs with this recommendation:

1. Site plan and building permit applications shall be submitted as follows:
 - a. Applicant shall complete the Town's site plan application within three (3) months of Town Board approval of this conditional use.
 - b. Applicant shall submit a complete building permit application within thirty (30) days of site plan approval.
2. The applicant shall remove the modular structure within thirty (30) days of receiving the Certificate of Occupancy.

Notification: May 15, 2013 – Conditional Use Grant Sign Posted on the Property
May 17, 2013 – Public Hearing Legal Ad Published
May 23, 2013 – Affidavit of Mailing to property owners within 100 feet

Enclosures: Extension request
Zoning certificate from May 2010
Staff PowerPoint

pc: Hans H. Breur, Executive Pastor for Vineyard Church of the Rockies, applicant



Mr. Josh Olhava
Planning Department
301 Walnut Street
Windsor, CO 80550

To whom it may concern,
The Vineyard Church located at 1450 Westwood Drive has begun the process of building an 8,000+ square foot addition onto the existing building. We have secured the funding of the addition and hired Mayan Construction Services to build the addition. The survey was done last week.

We would like to request a 12 month extension of the Conditional Use Grant to allow us to continue using the temporary modular classrooms while the construction is underway. The time-frame is somewhat dependent upon the city processes.

Sincerely,
Hans H. Breuer

A handwritten signature in black ink, appearing to read "Hans H. Breuer", written over a light blue horizontal line.

Executive Pastor
Vineyard Church of the Rockies
1201 Riverside Ave.
Fort Collins, CO 80524
(970) 222-6057

telephone: 970.484.5999

fax: 970.498.8685

email: info@vineyardoftherockies.org

www.vineyardoftherockies.org

church office: 1201 Riverside Avenue, Fort Collins, CO 80524

ONE CHURCH, MANY LOCATIONS!

Fort Collins | Windsor



**DECISION OF
THE WINDSOR PLANNING COMMISSION AND
THE WINDSOR TOWN BOARD
ZONING CERTIFICATE**

This certificate is evidence that on May 6, 2010, the Planning Commission and on May 24, 2010, the Windsor Town Board granted to:

Vineyard of the Rockies

Represented by Mr. Glenn Couch and Mr. Scott Glahn

owner(s) of the property described as follows:

1450 Westwood Drive

Tract C Westwood Village Subdivision

Windsor, CO 80550

A Conditional Use Grant for a temporary modular church classroom located at 1450 Westwood Drive in the Single Family (SF-1) zone district.

Approval of the conditional use grant is subject to the following conditions:

1. The applicant shall comply with all site requirements shown on the site plan, and prior to commencing installation of the temporary modular, the applicant shall obtain all applicable building permits.
2. The temporary structure being approved for a period not exceeding three (3) years from the date of approval by the Town Board, and therefore the temporary modular structure shall be removed from the site no later than May 24, 2013.
3. Due to the temporary nature of this building, Staff recommends that no permanent trees or landscaping be installed. All future permanent additions to the site will need to adhere to the current Town of Windsor landscape standards.
4. All staff and SAFEbuilt comments being addressed prior to the issuance of the certificate of occupancy for the proposed temporary modular.

Peggy Tremelling
Planning Technician
5/27/10

pc: Mr. Gale Schick
Chairman, Planning Commission
Planning Staff



CONDITIONAL USE GRANT

CONTINUED USE OF TEMPORARY MODULAR CLASSROOMS

**VINEYARD CHURCH
1450 WESTWOOD DRIVE**

**Josh Olhava, Associate Planner
June 24, 2013**

Town Board

Item C.3 & C.4



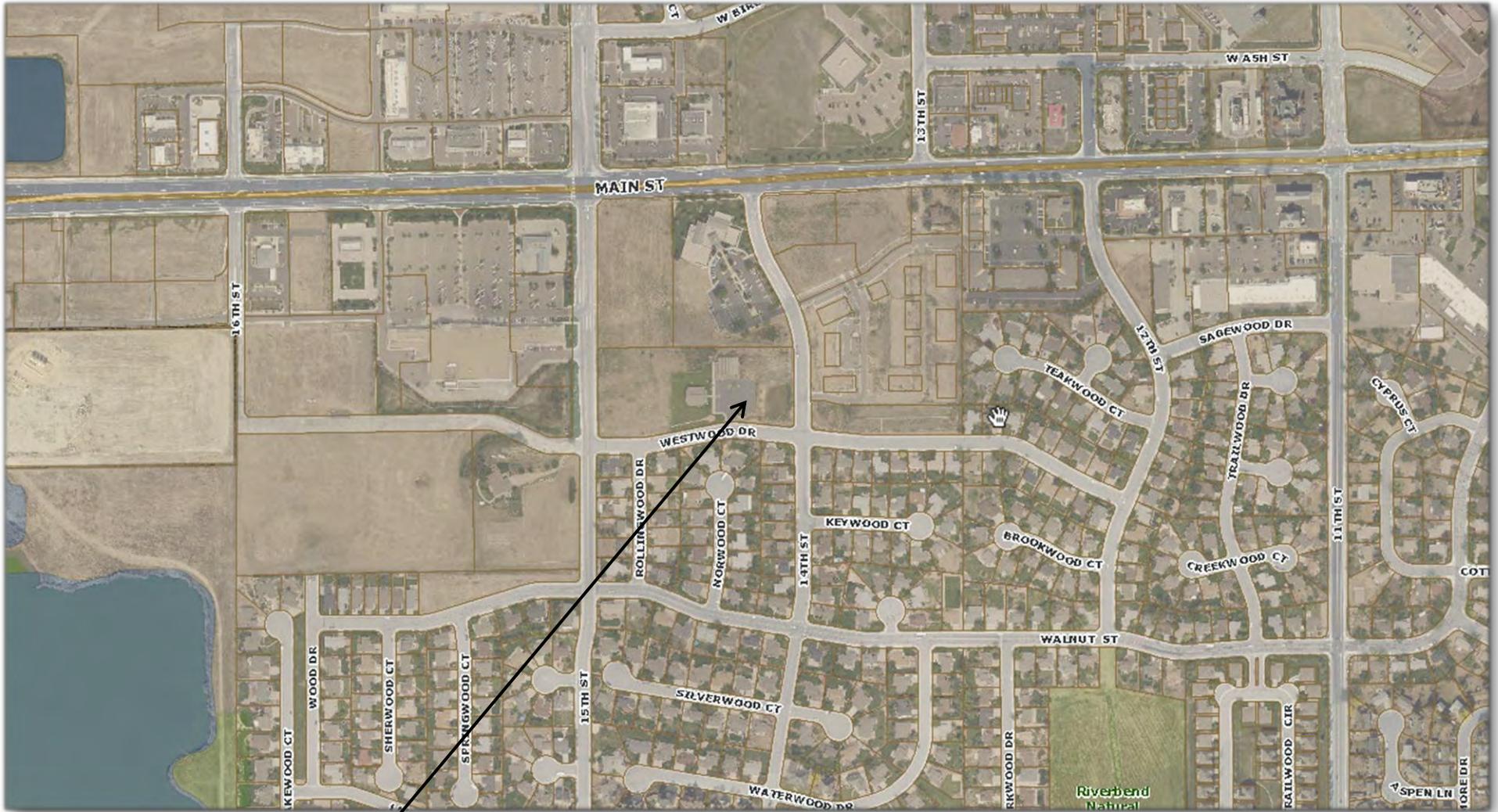
CONDITIONAL USE GRANT

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.

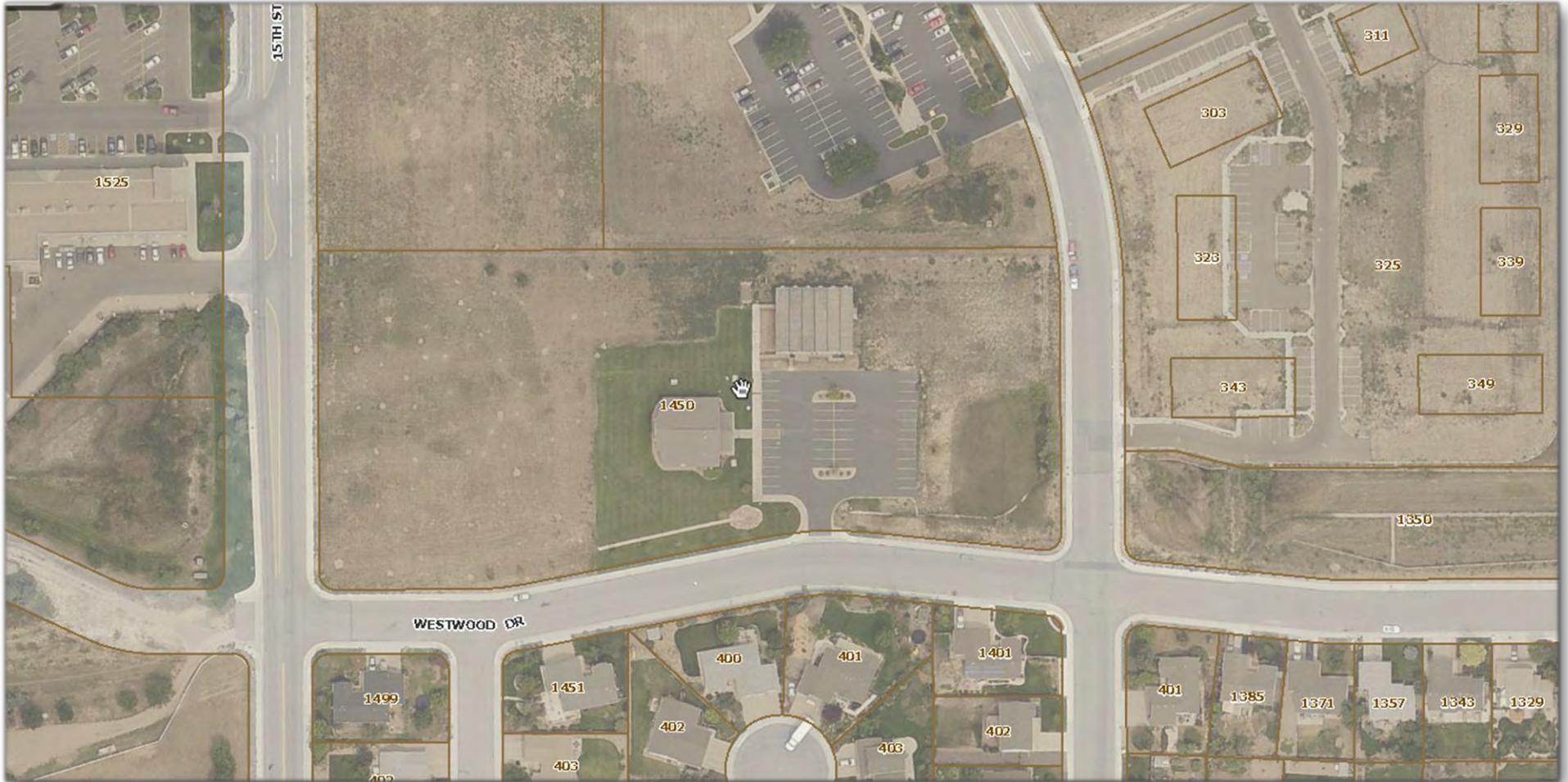
“The conditional use classification is intended to allow consideration of uses which are unique in nature or character and, except as otherwise specifically provided in this Chapter, not specifically included as uses by right in any specific zoning districts. It is the specific intent of this Article, 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 Location

AERIAL IMAGE



STREET VIEW OF SITE





RECOMMENDATION

At their June 6, 2013 regular meeting, the Planning Commission forwarded a recommendation of approval for a two (2) year extension of the conditional use grant to the Town Board, subject to the following conditions, and staff concurs with this recommendation:

1. Site plan and building permit applications shall be submitted as follows:
 - a) Applicant shall complete the Town's site plan application within three (3) months of Town Board approval of this conditional use.
 - b) Applicant shall submit a complete building permit application within thirty (30) days of site plan approval.
2. The applicant shall remove the modular structure within thirty (30) days of receiving the Certificate of Occupancy.



CONDITIONAL USE GRANT REQUEST

Staff requests that the following be entered into the record:

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



MEMORANDUM

Date: June 24, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Josh Olhava, Associate Planner
Subject: Site Plan Extension Request – Greenspire Subdivision, Second Filing, Lot 1,
Block 1 – the Church of Jesus Christ of Latter-Day Saints (LDS Church) – Alan
Palmer, LDS Church, applicant
Location: 500 Hillspire Drive
Item #: C.5

Background:

The applicant, Alan Palmer, LDS Church, represented by Tim Nuetzel, Short Elliott Hendrickson Inc. and Scott L. Nielson, NBW Architects, is requesting an extension of their approved Final Site Plan for 500 Hillspire Drive, located in the Residential Mixed Use (RMU) zoning district. On June 25, 2012 the Town Board approved the original Final Site Plan (see attached Resolution No. 2012-49).

Article VII of Chapter 17 of the Municipal Code outlines the Site Plan process, including the procedures for Final Site Plans.

Sec. 17-7-50(a)(8) states:

“If construction has not commenced within one (1) year after approval, the approved site plan shall become void.”

On January 11, 2010 the church received approval for the Modification of building height by the Town Board in accordance with Section 16-10-50(c)(b) of the Municipal Code (see attached Resolution No. 2010-04).

Sec. 16-10-50(c)(b) states:

“Any building or structure proposed to exceed the maximum building height allowed in the respective zoning district pursuant to this Section, or by other ordinances, rules or regulations of the Town, shall be subject to review and recommendation by the Planning Commission, and thereafter to approval or disapproval by the Town Board pursuant to the provisions of this Section.”

The applicant has submitted a new Site Plan that reflects changes to the building footprint, landscaping and site improvements. This site plan review will be completed administratively with presentations given before the Planning Commission and Town Board for their information and comments. The church plans to move forward with construction as soon as the planning process is complete.

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

Goal:

- To protect the character and quality of the residential areas in Windsor.

Policies:

11. Churches should be encouraged in residentially zoned areas in Town due to the compatible nature of residential and church uses.

Conformance with Vision 2025: The proposed application is consistent with the “social, cultural, and recreational” elements of the Vision 2025 document.

Recommendation: At their June 19, 2013 regular meeting, the Planning Commission forwarded a recommendation of approval for an extension of the approved Site Plan to the Town Board, subject to the following conditions, and staff concurs with this recommendation:

1. Applicant shall complete the Town’s administrative site plan application process.
2. Applicant shall submit a complete building permit application within thirty (30) days of site plan approval.

Notification: No notifications required for a Site Plan Extension Request

Enclosures: Extension request letter
Resolution No. 2012-49 – Final Site Plan Approval
Resolution No. 2010-04 – Building Height Modification Approval
Staff PowerPoint

pc: Alan Palmer, LDS Church, applicant
Tim Nuetzel, Short Elliott Hendrickson Inc., applicant’s representative
Scott L. Nielson, NBW Architects, applicant’s representative

April 10, 2013

Scott Ballstadt
Chief Planner
Town of Windsor, Colorado

Re: Windsor LDS Meetinghouse
Site Plan Approval Extension Request

Scott,

Thank you for your recent correspondence regarding a potential time extension for the Site Plan Approval on the referenced project. It is our understanding that the initial Site Plan Approval was acquired on June 25, 2012 and the permit is valid for one year until June 25, 2013.

The Owner has recently determined they will approve funding for the construction of this facility. The Owner's schedule is to conduct a pre-bid conference with the potential General Contractors on April 12th, open bids on April 30th, and begin on-site construction in early June.

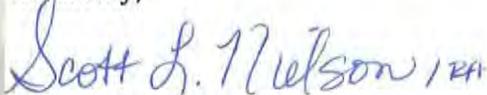
We are working with the city and others to finalize the water line and drainage line easements, complete the administrative review of the minor site plan modifications in process, and go through the building permit review and compliance to acquire the building permit.

The Owner has requested we apply for an extension of the site plan approval date in the event some part of the above described process delays construction start beyond the June 25, 2013 site plan approval deadline.

We appreciate the support the Town of Windsor has been in working with the Owner to keep this project moving forward over the last several years. We hope this partnership will remain as we work through the final steps leading to construction starting.

We hope this letter is sufficient for your purposes in considering the request for a time extension. If there is anything else that is required, please notify us as soon as possible so we can be responsive and timely. We will await further word from you.

Sincerely,



Scott L. Nielson, AIA
NBW Architects

Copies: Alan Palmer, Ed Howell



TOWN OF WINDSOR

RESOLUTION NO. 2012-49

A RESOLUTION RATIFYING, APPROVING AND CONFIRMING THE TERMS AND CONDITIONS OF THE FINAL SITE PLAN FOR THE GREENSPIRE SUBDIVISION, SECOND FILING, LOT 1, BLOCK 1 IN THE TOWN OF WINDSOR, COLORADO

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

WHEREAS, the Town has in place a comprehensive system of land use regulations, including regulations pertaining to site plans for non-residential uses, the primary purpose of which is to assure orderly development and preservation of property values; and

WHEREAS, the Town of Windsor Planning Commission reviewed the proposed Final Site Plan for the Greenspire Subdivision, Second Filing, Lot 1, Block 1 ("Site Plan"), and has recommended that the Town Board approve the Site Plan; and

WHEREAS, the Town Board has reviewed the Site Plan, and concludes that the Site Plan promotes the public health, safety and welfare.

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

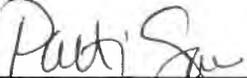
1. The Town of Windsor hereby ratifies, approves and confirms the terms and conditions of the Final Site Plan for the Greenspire Subdivision, Second Filing, Lot 1, Block 1 in the Town of Windsor, Colorado.
2. The Mayor is hereby authorized to execute the final site plan on behalf of the Town, and the Clerk shall attest thereto.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 25th day of June, 2012.

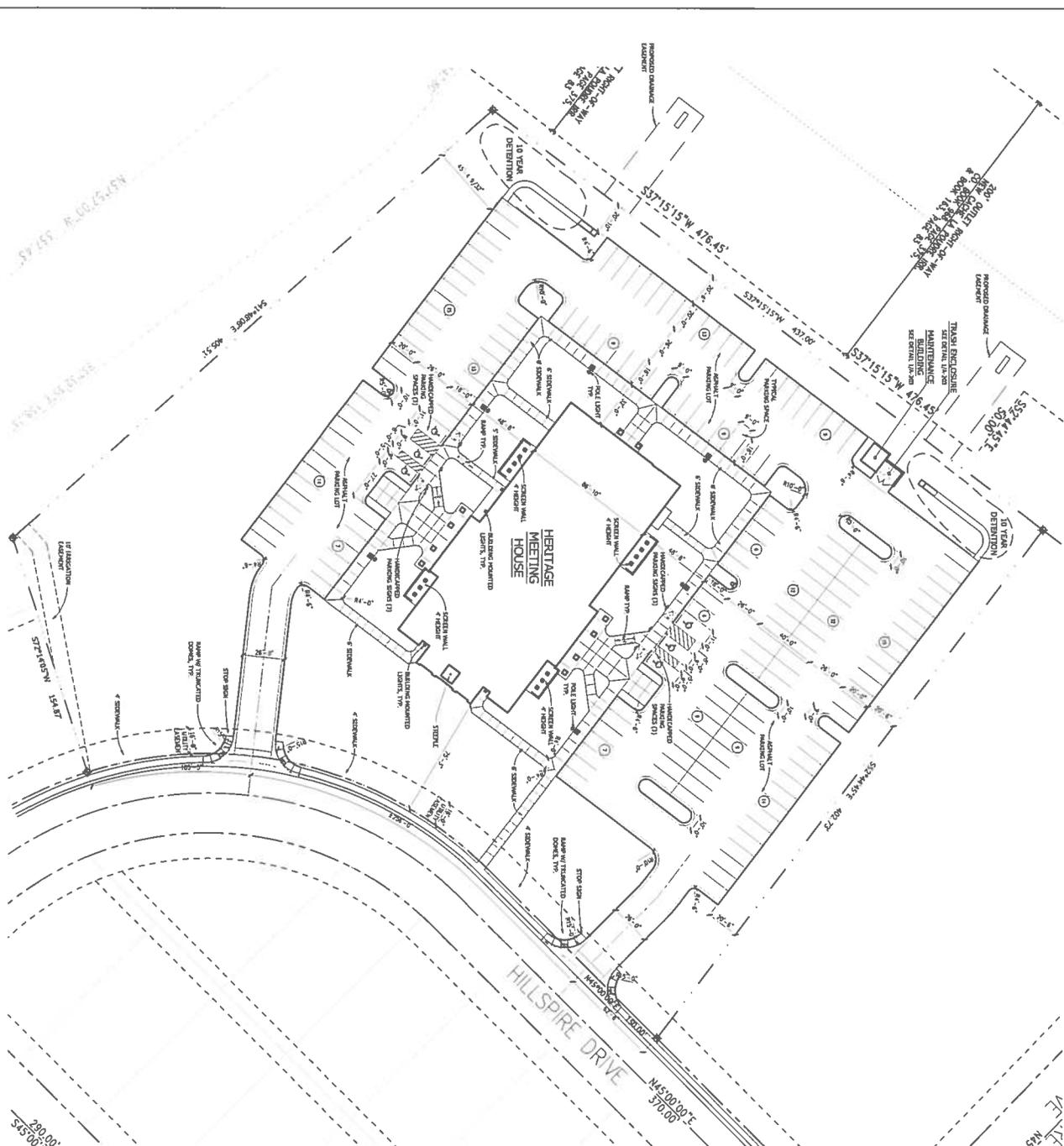
TOWN OF WINDSOR, COLORADO

By: 
John S. Vazquez, Mayor

ATTEST:


Patti Garcia, Town Clerk





LOT COVERAGE AREAS:

SITE - 198,403 SQ. FT.
 CHURCH - 16,598 SQ. FT.
 PARKING - 69,335 SQ. FT.
 SIDEWALKS - 9,991 SQ. FT.
 OPEN SP - 99,816 SQ. FT.

SITE INFORMATION:

1. ADDRESS - 500 HILLSPIRE DRIVE
2. PLANNING DISTRICT - 14.4 LARGE OR SECOND
3. WARD - GREENSPIRE
4. ALL IIR PARKING SPACES WILL HAVE A 2' OVERHANG WITH 4" SLOPE
5. DRIVE - RESERVING MINED USE

SD-1 SHEET 1 OF 18	Project for: THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS	GREENSPIRE SUBDIVISION SECOND FILING, LOT 1 SITE PLAN (LDS CHURCH AT GREENSPIRE)	Keys & Associates ARCHITECTURE & PLANNING 117 S. CASCADE • COVINGTON SPRINGS, CO • 80020 PHONE: 303-434-3747 • FAX: 303-434-3748
	Date: 01-17-2011 Author: [Name] Designer: [Name] Checker: [Name]	REVISIONS NO. DATE BY DESCRIPTION	

TOWN OF WINDSOR

RESOLUTION NO. 2010-04

BEING A RESOLUTION APPROVING A REQUEST IN ACCORDANCE WITH SECTION 16-10-50 OF THE WINDSOR MUNICIPAL CODE FROM THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS TO EXCEED THE MAXIMUM BUILDING HEIGHT FOR A STRUCTURE IN AN RMU, RESIDENTIAL MIXED USE, ZONING DISTRICT IN THE TOWN OF WINDSOR, COLORADO

WHEREAS, the Windsor Town Board has received a request from the Church of Jesus Christ of Latter-day Saints to allow a steeple height of sixty-four feet (64') in an RMU, Residential Mixed Use, zoning district; and

WHEREAS, in accordance with Section 16-24-40 (4) of the Windsor Municipal Code, a church steeple shall not exceed forty-five feet (45') in height; and

WHEREAS, Section 16-10-50 (c) (1) b of the Windsor Municipal Code states that any building or structure proposed to exceed the maximum building height allowed in the respective zoning district pursuant to this Section, or by other ordinances, rules or regulations of the Town, shall be subject to review and recommendation by the Planning Commission, and thereafter to approval or disapproval by the Town Board pursuant to the provisions of this Section; and

WHEREAS, on December 16, 2009 the Windsor Planning Commission held a public hearing and on January 11, 2010 the Windsor Town Board held a public hearing to receive public comments on the request from the Church of Jesus Christ of Latter-day Saints to allow a steeple height of sixty-four feet (64') in an RMU, Residential Mixed Use, zoning district; and

WHEREAS, Section 16-10-50 (c) (2) of the Windsor Municipal Code requires that any building or structure proposed to be constructed at a height that would exceed the maximum building height allowed for any respective zoning district be reviewed and approved relative to Views; Light and Shadow; Privacy; and Neighborhood Scale criteria; and

WHEREAS, In accordance with the terms and conditions outlined in said Section 16-10-50 (c) (2) of the Windsor Municipal Code, said request has been reviewed relative to Views; Light and Shadow; Privacy; and Neighborhood Scale criteria;

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

Section 1. The request to allow the Church of Jesus Christ of Latter-day Saints church steeple to exceed the maximum allowed building height is granted, subject to the height of the church steeple not exceeding sixty-four feet (64').

Section 2. The Church of Jesus Christ of Latter-day Saints shall comply with the height allowance granted above in Section 1 as well as all other site planning and building permit regulations of the Town of Windsor pertaining to the development of the Church of Jesus Christ of Latter-day Saints site.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 11th day of January, 2010.

TOWN OF WINDSOR, COLORADO



John S. Vazquez, Mayor

ATTEST:



Patti Garcia, Town Clerk





SITE PLAN EXTENSION REQUEST

GREENSPIRE SUBDIVISION SECOND FILING, LOT 1, BLOCK 1

**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
500 HILLSPIRE DRIVE**

**Josh Olhava, Associate Planner
June 24, 2013**

Town Board

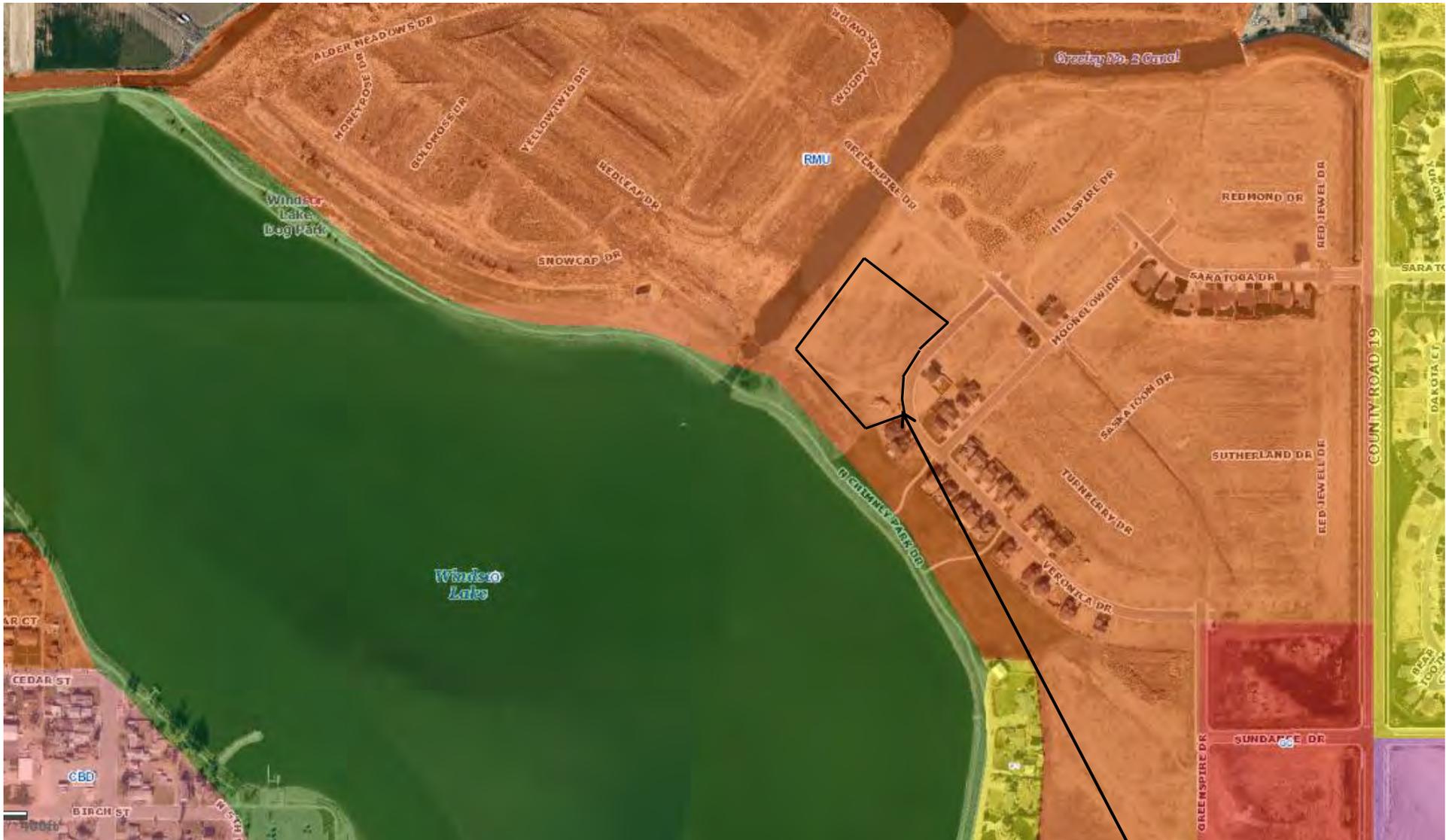
Item C.5

SITE VICINITY MAP



Site Location

SITE PROXIMITY ZONING MAP



Site Location – Zoned Residential Mixed Use (RMU)



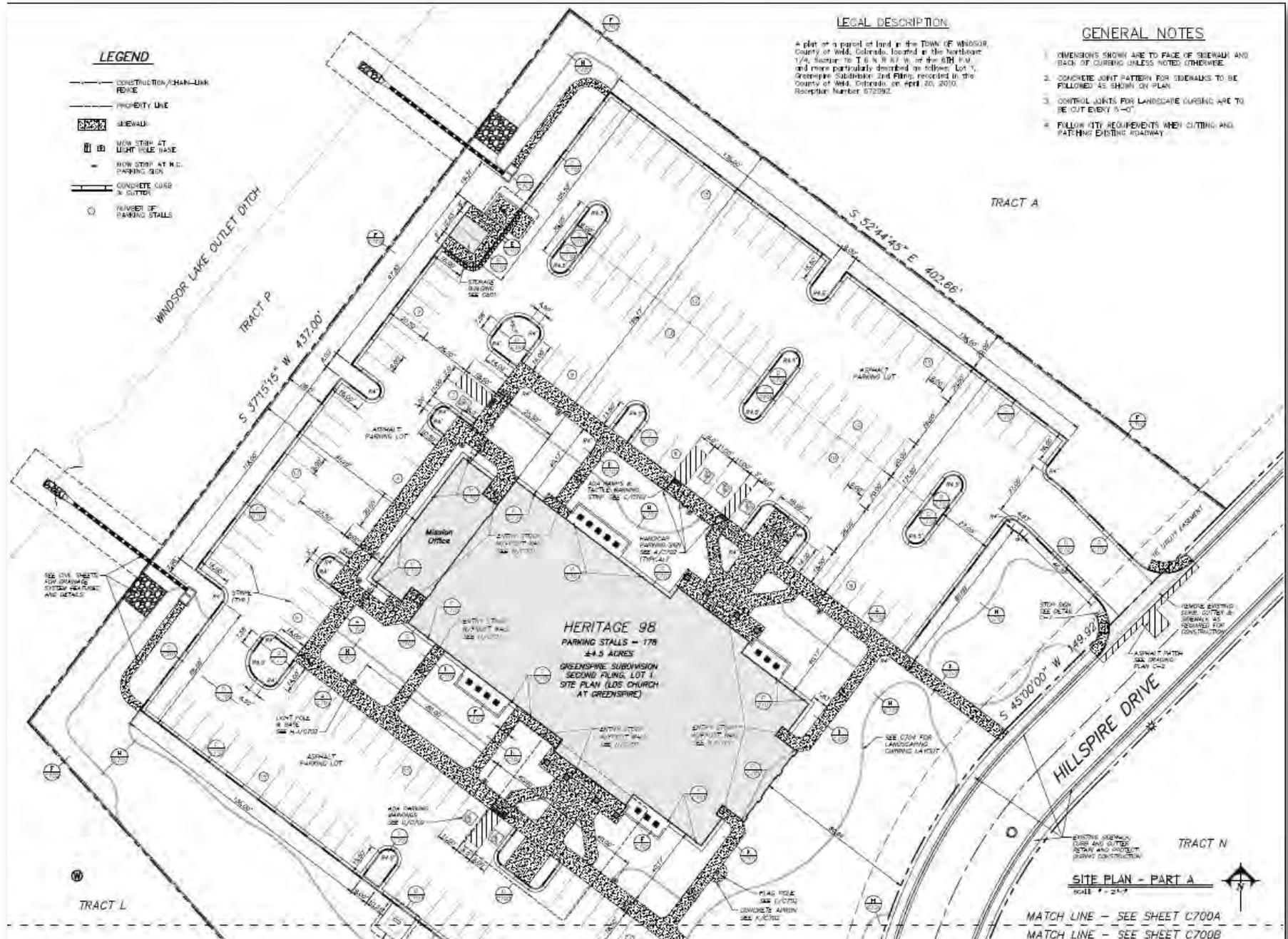
FINAL SITE PLAN EXTENSION REQUEST

Article VII of Chapter 17 of the Municipal Code outlines the Site Plan process, including:

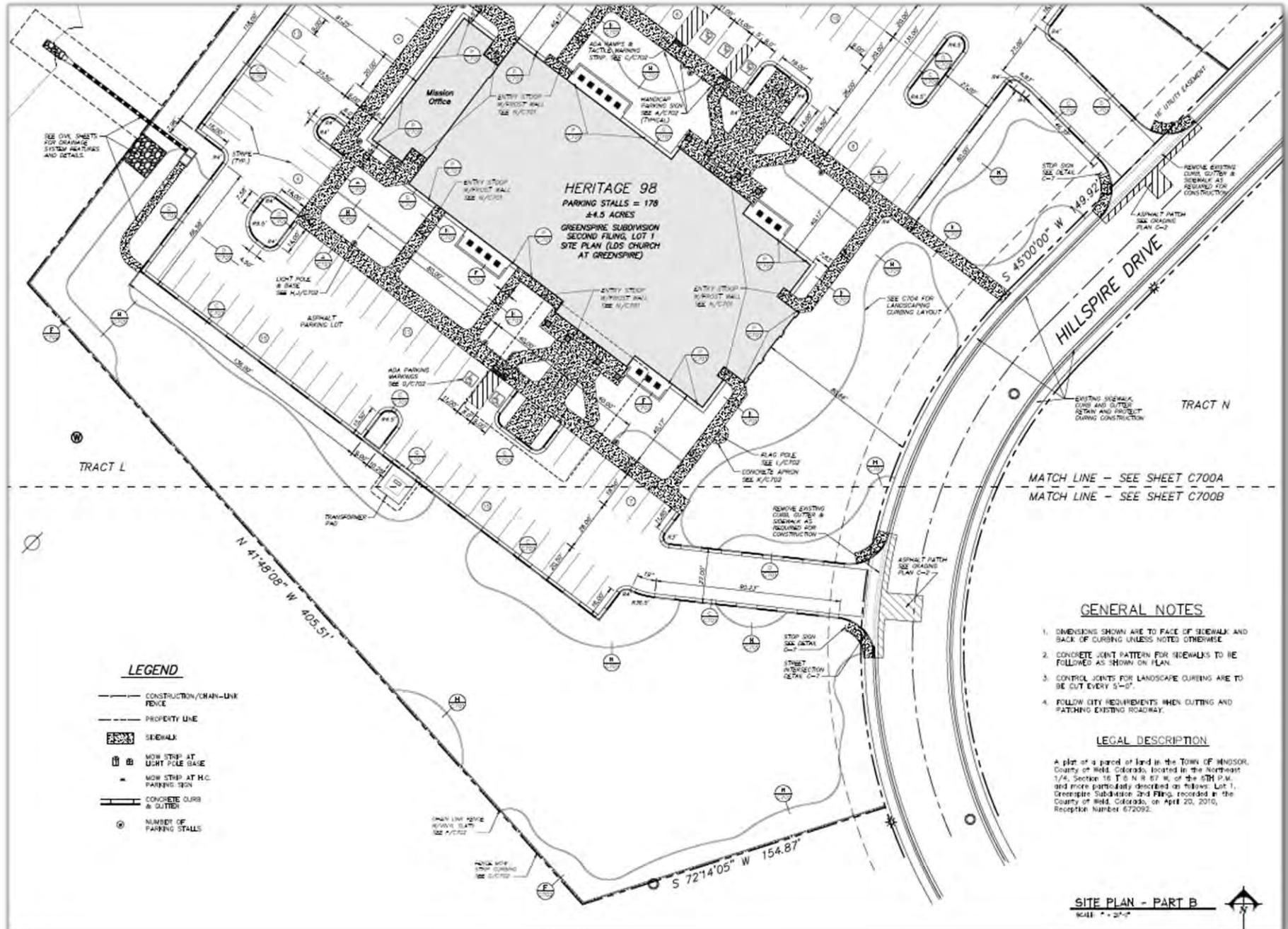
Sec. 17-7-50(a)(8). Final Site Plan Procedure.

“If construction has not commenced within one (1) year after approval, the approved site plan shall become void.”

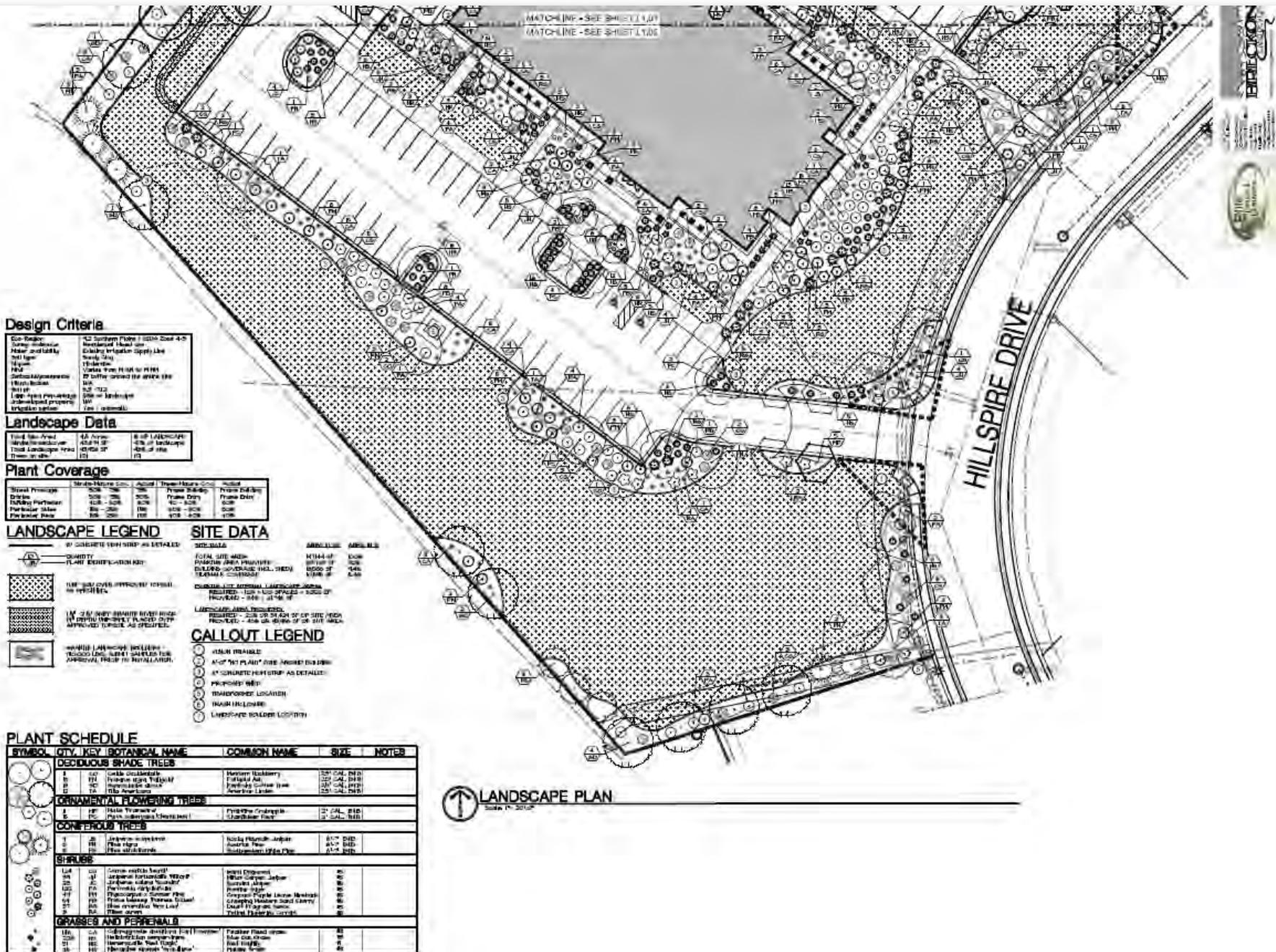
NEW SITE PLAN



NEW SITE PLAN CONT...



NEW LANDSCAPE PLAN CONT...





RECOMMENDATION

At their June 19, 2013 regular meeting, the Planning Commission forwarded a recommendation of approval for an extension of the approved Site Plan to the Town Board, subject to the following conditions, and staff concurs with this recommendation:

1. Applicant shall complete the Town's administrative site plan application process.
2. Applicant shall submit a complete building permit application within thirty (30) days of site plan approval.



FINAL SITE PLAN EXTENSION REQUEST

Staff requests that the following be entered into the record:

- Application and supplemental materials
- Staff memorandum and supporting documents
- Recommendation
- All testimony presented



MEMORANDUM

Date: June 24, 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 – Eagle Crossing Subdivision 2nd Filing, Lot 5, Block 1
Site Plan – 7-11
Location: North side of Crossroads Blvd.; approximately two hundred fifty (250) feet east
of Fairgrounds Ave.
Item #s: C.6

Background:

The applicant, 7-11, represented by Ms. Alicia Rhymer of 7-11 and Mr. Jimmy Wall of Verdad Real Estate, has proposed to construct a convenience store and gas station in the General Commercial (GC) zoning district. The structures are to be located on a 42,655 sq ft (0.979 acres) lot. Improvements include a 3,100 sq ft convenience store and a six (6) dispenser fueling facility. Additionally, the site will include fifteen (15) parking spaces, a trash enclosure, and landscaping. Application materials state that four (4) full time and three (3) part time employees will staff the 7-11. Staff has attached the site plan, landscape plan, and building elevations.

The applicant received Planning Commission approval of a waiver request of Commercial Corridor Plan Section III.A(2)(b) and (c) at the June 19, 2013 Planning Commission meeting. The site layout and building and parking lot configuration proposed by the applicant required a waiver. Additionally, this Site Plan was presented to the Planning Commission at their June 19, 2013 regular meeting.

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.*

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) elements of the Vision 2025 document.

Notification: No notifications as this item is for presentation purposes

Recommendation: No recommendation as this item is for presentation purposes.

Enclosures: Application materials, presentation slides.

pc: Alicia Rhymer, 7-11
Jimmy Wall, Verdad Real Estate

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.

GENERAL APPLICATION OVERVIEW FORM

This form is to be completed for each application type and submitted at the same time the LAND USE APPLICATION FORM is submitted.

EXISTING ZONING: <i>GC</i>	PROPOSED ZONING: <i>GC</i>
TOTAL ACREAGE: <i>0.9792 AC</i>	
TOTAL # OF PROPOSED LOTS: <i>1</i>	
AVERAGE LOT SIZE: <i>0.9792 AC</i>	
MINIMUM LOT SIZE: <i>0.9792 AC</i>	
TOTAL # OF PROPOSED PHASES: <i>1</i>	
ACREAGE PER PHASE: <i>0.9792 AC</i>	
LOTS PER PHASE: <i>1</i>	
PARKLAND (sq. ft. & acreages): <i>0</i>	
PARKLAND (public or private): <i>N/A</i>	
IRRIGATION WATER (potable or non-potable): <i>POTABLE</i>	

UTILITIES TO BE PROVIDED BY:
WATER: <i>FCLWD</i>
SEWER: <i>SFCSD</i>
GAS: <i>XCEL</i>
ELECTRIC: <i>PVREA</i>
PHONE: <i>CENTURY LINK</i>

IF THIS IS A FINAL APPLICATION, SUBMIT TOTALS OF THE FOLLOWING IN LINEAR FEET (use separate sheets if necessary):
PUBLIC STREETS (break down by classification/width):
PRIVATE STREETS (break down by classification/width):
TOTAL STREETS (break down by classification/width):
WATER LINES (break down by line sizes):
SEWER LINES (break down by line sizes):
CURB:
GUTTER:
SIDEWALK:
OPEN SPACE (not to include detention areas) in sq ft & acres:
TRAIL EASEMENTS (break down by width):
Developed trail (break down by width, depth & material):
Undeveloped trail (break down by width, depth & material):

For office use only:
Applicable Corridor Plan:
Metropolitan District:
Application fee: \$ _____ Date received: _____ By: _____

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
- SITE PLAN - Qualified Commercial or Industrial (Fast Track)

STATUS:

- (for MAJOR SUBDIVISIONS and SITE PLANS only)
- Preliminary
 - Final

PROJECT NAME*: 7-ELEVEN WINDSOR

LEGAL DESCRIPTION*: BLOCK 1, LOT 5 OF THE EAGLE CROSSING SUBDIVISION SECOND FILING

PROPERTY ADDRESS (if available): _____

PROPERTY OWNER (APPLICANT):	
Owner's Name(s)*:	<u>Simon Massey</u>
Company:	<u>Verdad Real Estate, Inc</u>
Address*:	<u>1211 South White Chapel Southlake TX 76092</u>
Primary Phone #*:	<u>817-328-1613</u>
Secondary Phone #:	<u>214-601-5830</u>
Fax #*:	E-Mail*: <u>Jmassey@verdadrealestate.com</u>

OWNER'S AUTHORIZED REPRESENTATIVE:	
Representative's Name:	<u>John Meyers Jr</u>
Company:	<u>TST Inc</u>
Address:	<u>760 Wheelers way Fort Collins</u>
Primary Phone #:	<u>488-2165</u>
Secondary Phone #:	<u>222-1317</u>
Fax #:	E-Mail:

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 5-17-13

**Proof of owner's authorization is required with submittal if signed by Owner's Authorized Representative.

Print Name(s) John Meyers Jr

*Required fields

May 17, 2013

7-11 at Eagle Crossing Windsor – Project narrative.
Project No. 1200.0001.00

Beginning mid-summer, 2013, the applicant plans to build a 7-Eleven convenience store on Lot 5 of Eagle Crossing. The 7-11 building will be approximately 3,100 sqft including retail space, storage, restrooms and office. The subject site occupies 42,655 sqft with a 6 dispenser fueling facility, paved parking areas and soft landscaping. The store will serve hot and cold snack food, beverages (hot and cold), and miscellaneous convenience goods consistent with typical c-store operation. The store is expected to employ approximately 4 full time employees and 3 part time employees beginning at the end of 2013.

The single story building will be constructed with conventional steel framing and metal studs on a structural building slab with concrete footings. The exterior will include stone veneer to match adjoining properties to be approved. The roof will be a singly ply type roofing system. The interior will have a ceramic tile floor, wall panels and counters and gondolas for the equipment and merchandise. The materials and colors chosen will carefully mimic surrounding development.

Access to the site will consist of shared private drives with pedestrian facilities that will connect to Crossroads and also to Steeplechase and Stallion Drives. Storm water will be managed in the temporary detention pond just east of the planned private drive and eventually in the regional pond shown in the master plan.

We hope that the addition of 7-11 to the Eagle Crossing area will be a welcomed addition to the Town and provide residents and passersby with everyday necessities and conveniences.

Sincerely,



TST, INC. CONSULTING ENGINEERS
John Meyers Jr, P.E.



SITE PLAN PRESENTATION
EAGLE CROSSING
SECOND FILING, LOT 5, BLOCK 1

7-11
CROSSROADS BLVD

Brett Walker, Associate Planner
June 24, 2013

Town Board
Item C.6



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

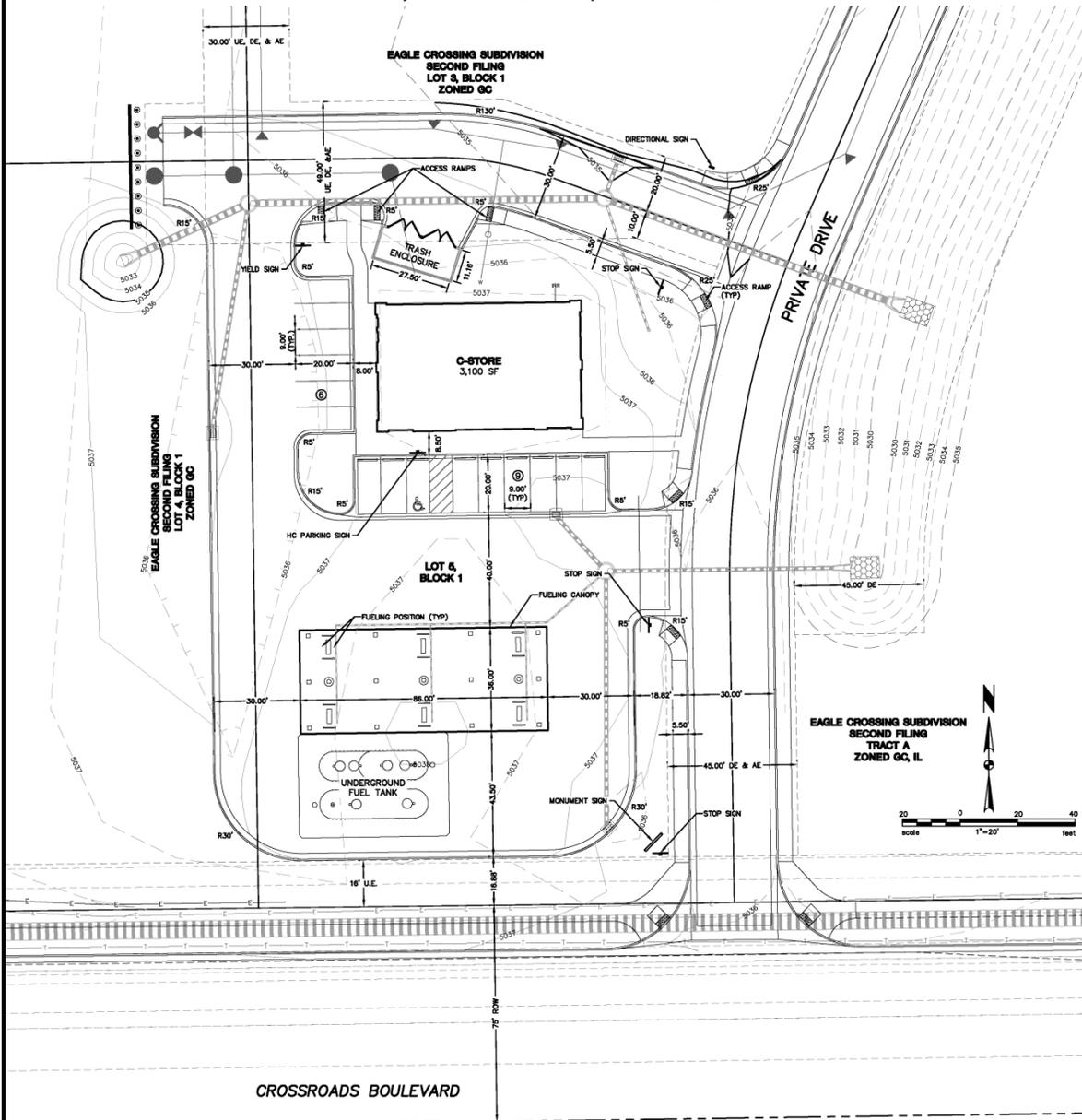


Site Location – Zoned General Commercial (GC)



7-11 SITE PLAN

**BLOCK 1, LOT 5 OF THE EAGLE CROSSING SUBDIVISION SECOND FILING
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 68 WEST, OF THE 6TH P.M.;
 TOWN OF WINDSOR, COUNTY OF LARIMER, STATE OF COLORADO**



OWNER:

VERDAD REAL ESTATE
 1121 GRANT STREET, SUITE 2-A
 DENVER, CO 80203
 (720) 255-2493

LAND USE STATISTICS

DESCRIPTION	NET AREA (SQ. FT.)	NET AREA (ACRES)	% OF TOTAL
BUILDING COVERAGE	3,100.00	0.0712	7%
PARKING & DRIVES	28,198.77	0.6474	66%
SIDEWALKS	2922.61	.0671	7%
LANDSCAPE	8,433.62	0.1936	20%
TOTAL SITE AREA	42,655.00	0.9792	100%

BUILDING DETAILS:

C-STORE 3,100 SQ. FT.
 TOTAL 3,100 SQ. FT.

PARKING:

C-STORE 3,100 @ 1.0/250 = 12.4* SPACES
 TOTAL REQUIRED 13 SPACES
 TOTAL PROVIDED 15 SPACES (1 HANDICAP)

*PARKING RATIO WAS TAKEN FROM CHAPTER 16 OF THE WINDSOR MUNICIPAL CODE.

BUILDING HEIGHT: 19'-6"
 MAXIMUM BUILDING HEIGHT: 55'-0"
 EXISTING ZONING: GC

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 HEREIN, 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, PROHIBITION OF 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 7-ELEVEN WINDSOR.

IN WITNESS THEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS
 THE ___ DAY OF _____, 20__.

NAME/TITLE:

NOTARIAL CERTIFICATE

STATE OF COLORADO)
 COUNTY OF LARIMER)
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____
 THIS ___ DAY OF _____, 20__.
 MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

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: _____ TOWN CLERK
 _____ MAYOR

ENGINEERING DEPARTMENT APPROVAL

APPROVED THIS THE ___ DAY OF _____, 20__.
 _____ DIRECTOR OF ENGINEERING

TOWN MANAGER'S APPROVAL

APPROVED THIS THE ___ DAY OF _____, 20__.
 _____ TOWN MANAGER

PLANNING DEPARTMENT APPROVAL

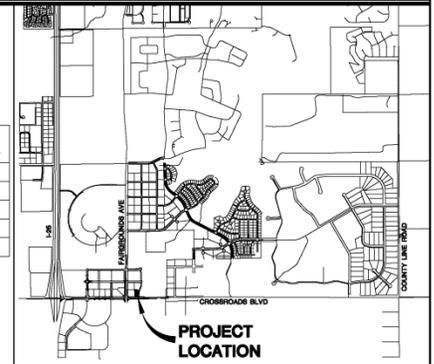
APPROVED THIS THE ___ DAY OF _____, 20__.
 _____ DIRECTOR OF PLANNING

PUBLIC WORKS DEPARTMENT APPROVAL

APPROVED THIS THE ___ DAY OF _____, 20__.
 _____ DIRECTOR OF PUBLIC WORKS

EASEMENT APPROVAL

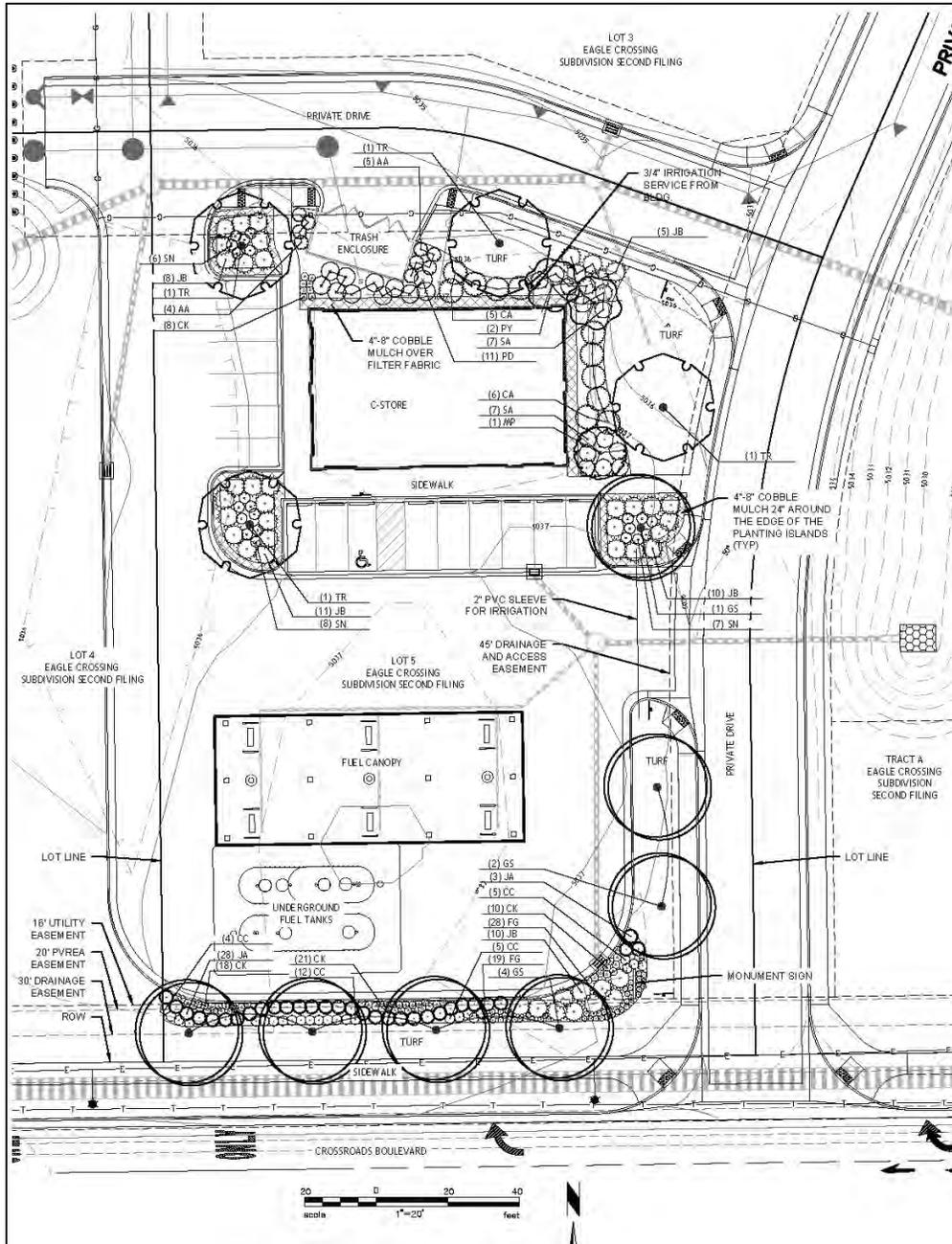
UTILITY EASEMENTS ARE ADEQUATE AS SHOWN AND ARE HEREBY APPROVED.



NOTICE OF OTHER DOCUMENTS

ALL PERSONS TAKE NOTICE THAT CERTAIN DOCUMENTS HAVE BEEN EXECUTED PERTAIN 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.

LANDSCAPE PLAN



PLANT LIST

KEY	QTY	SCIENTIFIC NAME	COMMON NAME	SIZE	CONDITION	HEIGHT	SPREAD	WATER	SPECIES DIVERSITY
DECIDUOUS TREES									
GS	7	OLEDTISIA TRIACANTHOS 'SKYLINE'	SKYLINE HONEY LOCUST	2 cal.	B&B	40'	30'	LOW	50%
TR	4	TILIA AMERICANA 'REDMOND'	REDMOND AMERICAN LINDEH	8' cal.	B&B	50'	40'	MEDIUM	29%
ORNAMENTAL DECIDUOUS TREES									
MP	1	MALUS X PRAIRIFIRE	PRAIRIFIRE CRAB APPLE	1.5' cal.	B&B	20'	20'	MEDIUM	7%
PY	2	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR	1.5' cal.	B&B	25'	20'	MEDIUM	14%
TOTAL TREES 14 1 TREE PER 750 SF OF LANDSCAPE AREA = A MINIMUM OF 11 TOTAL TREES REQUIRED									
SHRUBS									
AA	9	ARONIA ARBUTIFOLIA 'BRILLIANTISSIMA'	BRILLIANT RED CHOKEBERRY/RED CHOKEBERRY	5 gal.	CONT	6'	6'	MEDIUM	
CA	11	CORNUS ALBA 'ARGENTED-MARGINATA'	EUROPEAN VARIEGATED DOGWOOD	5 gal.	CONT	8'	8'	MEDIUM	
CC	26	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'	BLUE MIST SPIREA	5 gal.	CONT	4'	3'	LOW	
JA	31	JUNIPERUS CHINENSIS 'ARMSTRONG'	ARMSTRONG JUNIPER	5 gal.	CONT	4'	4'	LOW	
JB	44	JUNIPERUS SABINA 'BROADMOOR'	BROADMOOR JUNIPER	5 gal.	CONT	18'	8'	LOW	
PD	11	PHYSCARPUS OPULIFOLIUS 'DIABLO'	DIABLO HINEBARK	5 gal.	CONT	8'	8'	LOW	
SA	14	SYMPHORICARPOS ALBUS	COMMON WHITE SNOWBERRY	5 gal.	CONT	5'	5'	LOW	
SN	21	SPIRAEA JAPONICA 'NEON FLASH'	NEON FLASH SPIREA	5 gal.	CONT	3'	4'	MEDIUM	
TOTAL SHRUBS 167 5 SHRUBS PER 750 SF OF LANDSCAPE AREA = A MINIMUM OF 56 SHRUBS REQUIRED									
ORNAMENTAL GRASSES									
CR	57	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	1 gal.	CONT	5'	2'	LOW	
FG	47	FESTUCA GLAUCA	BLUE FESCUE GRASS	1 gal.	CONT	1'	1'	LOW	
GROUND COVERS									
MULCH	4" TO 8" COBBLE OVER WEED BARRIER								
SEED/SOD	DROUGHT TOLERANT GRASS BLEND								

PLANTING NOTES

- ALL PLANT MATERIALS SHALL BE IN ACCORDANCE WITH AMERICAN ASSOCIATION OF NURSERMEN SPECIFICATION FOR NUMBER ONE GRADE.
- ALL TURF AREAS ARE TO BE IRRIGATED WITH AN AUTOMATIC POP-UP IRRIGATION SYSTEM. ALL SHRUB BEDS AND TREES ARE TO BE IRRIGATED WITH AN AUTOMATIC DRIP (TRICKLE) IRRIGATION SYSTEM, OR ACCEPTABLE ALTERNATIVE. THE IRRIGATION SYSTEM IS TO BE ADJUSTED TO MEET THE WATER REQUIREMENTS OF THE INDIVIDUAL PLANT MATERIAL.
- ALL TREES TO BE BALLED AND BURLAPPED, ROOT CONTROL BAG, OR CONTAINERIZED.
- ALL SHRUB BEDS TO BE MULCHED WITH WOOD MULCH (3" AVERAGE DEPTH) ON TYPAR FILTER FABRIC, UNLESS NOTED AS 4" TO 8" COBBLE MULCH OVER TYPAR FILTER FABRIC WHERE INDICATED ON THE PLAN.
- EDGING BETWEEN GRASS AND SHRUB BEDS SHALL BE 1/8" X 4" STEEL SET LEVEL WITH TOP OF SOD. CHANGES IN PLANT SPECIES OR PLANT LOCATIONS FROM WHAT IS LISTED ON THE LANDSCAPE PLAN WILL REQUIRE THE APPROVAL OF THE TOWN FORESTER PRIOR TO INSTALLATION OR REPLACEMENT. OVERALL QUANTITY AND QUALITY TO BE CONSISTENT WITH APPROVED PLANS. IN THE EVENT OF CONFLICT WITH THE QUANTITIES INCLUDED IN THE PLANT LIST, SPECIES AND QUANTITIES ILLUSTRATED SHALL BE PROVIDED.
- STREET AND ORNAMENTAL TREES SHALL BE PLANTED NO CLOSER THAN 40' AND 15' RESPECTIVELY FROM GAS, TELEPHONE AND ELECTRIC UTILITIES, AND 10' FROM ANY DRIVEWAY.
- MINIMUM CLEARANCE OF 3' ON EACH SIDE OF FIRE DEPARTMENT CONNECTION. NO VEGETATION OTHER THAN TURF OR GROUND COVERS PLANTING IN FRONT OF A FIRE DEPARTMENT CONNECTION. 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.
- DEVELOPER SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS DONE BY OTHER CONSULTANTS SO THE PROPOSED GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.
- PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED SHALL BE THOROUGHLY LOOSENEED, ORGANIC AMENDMENTS SUCH AS COMPOST OR AGED MANURE SHALL BE THOROUGHLY INCORPORATED AT A RATE OF AT LEAST 3 CUBIC YARDS PER 1,000 SQUARE FEET. TURF GRASS WILL BE SEEDED OR SODDED WITH A DROUGHT TOLERANT BLEND. TREES THAT ARE PLANTED IN TURF AREAS WILL BE INSTALLED WITH AN ORGANIC MULCH RING HAVING A RADIUS OF AT LEAST 18 INCHES.
- TO THE MAXIMUM EXTENT FEASIBLE, TOPSOIL THAT IS REMOVED DURING CONSTRUCTION ACTIVITY SHALL BE COVERED FOR LATER USE ON AREAS REQUIRING VEGETATION AND LANDSCAPING.
- CONTACT TOWN OF WINDSOR PARKS AND RECREATION DEPARTMENT PRIOR TO PLANTING IN ORDER FOR TOWN TO VERIFY PROPER PLANTING.
- 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.
- IF PLANTS ARE IN NEED OF REPLACING DUE TO DECLINING HEALTH, DISEASE, OR DEATH, THE PLANTS MUST BE REPLACED WITH THE ORIGINAL SPECIES UNLESS APPROVED BY THE TOWN FORESTER.



COLOR PALETTE

PAC-CLAD® COLOR CHART

Petersen Aluminum

▲★ Cardinal Red	▲★ Colonial Red	Burgundy	▲★ Terra Cotta	▲★ Sierra Tan	▲★ Mansard Brown
▲★ Stone White	▲★ Granite	▲★ Sandstone	▲★ Almond	▲★ Medium Bronze	▲★ Dark Bronze
▲★ Slate Gray	▲★ Bone White	▲★ Musket Gray	▲★ Charcoal	Midnight Bronze	Matte Black
▲★ Cityscape	Interstate Blue	▲★ Hemlock Green	▲★ Arcadia Green	▲★ Patina Green	▲★ Hunter Green
▲★ Military Blue	Award Blue	▲★ Teal	Hartford Green	Forest Green	▲★ Evergreen
▲★ Berkshire Blue	▲★ Slate Blue				

● Denotes PAC-CLAD Metallic Colors ★ Denotes Energy Star® Colors
▲ Denotes PAC-CLAD Cool Colors

Kynar 500® or Hylar 5000® pre-finished galvanized steel and aluminum for roofing, curtainwall and storefront applications.

See back for color availability chart.
 Note: Midnight Bronze available in .040 aluminum only.

PAC-CLAD Metallic Colors

●▲★ Zinc	●▲★ Silver	●▲★ Copper Penny	●▲★ Aged Copper	●▲★ Champagne	●▲★ Weathered Zinc

PAC-CLAD STANDARD COLORS	REFLECTIVITY	EMISSIVITY	3 YEAR EXPOSURE	SRI	STEEL			ALUMINUM			ENERGY STAR®
					24GA.	22GA.	.032	.040	.050	.063	
Almond	0.56	0.83	0.27	64	✓	✓	✓	✓	✓	✓	●
Arcadia Green	0.33	0.84	0.32	33	✓		✓				●
Bone White	0.71	0.85	0.71	86	✓	✓	✓	✓	✓	✓	●
Cardinal Red	0.42	0.84	0.41	45	✓		✓		✓		●
Charcoal	0.28	0.84	0.28	27	✓		✓		✓		●
Cityscape	0.37	0.85	0.34	39	✓		✓	✓	✓		●
Colonial Red	0.34	0.85	0.33	35	✓		✓	✓	✓		●
Dark Bronze	0.27	0.85	0.26	26	✓	✓	✓	✓	✓	✓	●
Evergreen	0.27	0.85	0.25	26	✓		✓				●
Granite*	0.36	0.84	0.35	37	✓	✓	✓	✓	✓		●
Hemlock Green	0.30	0.85	0.31	30	✓	✓	✓		✓		●
Hunter Green	0.26	0.84	0.26	24	✓		✓				●
Mansard Brown	0.26	0.84	0.24	24	✓	✓	✓	✓	✓		●
Medium Bronze	0.30	0.85	0.29	30	✓	✓	✓	✓	✓	✓	●
Military Blue	0.29	0.84	0.28	28	✓		✓				●
Musket Gray	0.32	0.84	0.31	32	✓	✓	✓		✓		●
Patina Green	0.34	0.85	0.33	35	✓		✓				●
Sandstone	0.51	0.83	0.51	57	✓	✓	✓	✓	✓	✓	●
Sierra Tan	0.38	0.85	0.35	40	✓	✓	✓	✓	✓		●
Slate Blue	0.25	0.84	0.27	23	✓		✓				●
Slate Gray	0.38	0.84	0.37	40	✓	✓	✓	✓	✓		●
Stone White	0.61	0.86	0.59	72	✓	✓	✓	✓	✓	✓	●
Teal	0.26	0.85	0.26	24	✓		✓				●
Terra Cotta	0.37	0.84	0.37	39	✓		✓		✓		●
PAC-CLAD METALLIC COLORS											
Aged Copper	0.27	0.83	0.25	25	✓		✓		✓		●
Champagne	0.45	0.78	0.41	57	✓		✓	✓	✓		●
Copper Penny	0.45	0.82	0.42	48	✓		✓	✓	✓		●
Silver	0.53	0.80	0.51	59	✓		✓	✓	✓		●
Weathered Zinc	0.27	0.80	0.27	23	✓		✓		✓		●
Zinc	0.30	0.85	0.30	30	✓		✓	✓	✓		●
Galvalume Plus**	0.68	0.14	0.55	57	✓						
PAC-CLAD STANDARD COLORS (DO NOT MEET COOL ROOF REQUIREMENTS)											
Award Blue						✓		✓		✓	
Berkshire Blue*	0.25	0.84	0.22	23	✓						●
Burgundy						✓		✓		✓	
Forest Green						✓	✓	✓	✓	✓	
Hartford Green						✓		✓	✓	✓	
Interstate Blue						✓		✓		✓	
Matte Black						✓		✓	✓	✓	✓
Midnight Bronze									✓		

HEMLOCK GREEN EXAMPLE





MEMORANDUM

Date: June 24, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Josh Olhava, Associate Planner
Subject: Resolution Making Certain Findings of Fact and Setting Public Hearing Dates for the Providence Farm Annexation
Location: South of Covenant Park and southeast of Southwood Lane
Item #: C.7

Background:

The applicants, Stan & Sara Everitt, are requesting to annex approximately 50.3 acres south of Covenant Park and southeast of Southwood Lane. As it may be seen from the enclosed plat, the applicant is requesting High Density Estate (E-2) zoning for all of the property. Additionally, the plat identifies a Conservation Easement on the southern half of the property with Rec. No. 3140703. (see enclosed Deed of Conservation Easement)

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

Goal: Ensure the logical extension of the Town boundaries so that Windsor may expand in a directed, logical and fiscally responsible manner.

Conformance with Vision 2025: The proposed application is consistent with the "Growth and Land Use Management" elements of the Vision 2025 document.

Recommendation: Staff recommends approval of Resolution No. 2013-35 as presented

Notification: None required for this Resolution

Enclosures: Resolution No. 2013-35
2010 Annexation Petition
Deed of Conservation Easement
2013 Annexation Plat

pc: Stan & Sara Everitt, applicants

TOWN OF WINDSOR

RESOLUTION NO. 2013-35

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT CONCERNING THE PROVIDENCE FARM ANNEXATION TO THE TOWN OF WINDSOR, COLORADO; DETERMINING SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-101, *ET SEQ.*, C.R.S., "THE MUNICIPAL ANNEXATION ACT OF 1965"; AND ESTABLISHING DATES FOR PUBLIC HEARINGS BEFORE THE PLANNING COMMISSION AND THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, WITH REGARD TO THE PROVIDENCE FARM ANNEXATION

WHEREAS, the Town Clerk has received a petition seeking annexation of certain real property proposed as the "Providence Farm Annexation"; and

WHEREAS, pursuant to The Municipal Annexation Act of 1965, the Town Board is required to determine whether or not the aforesaid petition is in substantial compliance with the requirements of said Act; and

WHEREAS, upon such determination, the Town Board is required to set public hearing dates in accordance with the requirements of said Act; and

NOW, THEREFORE, IT IS FOUND AND RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. That pursuant to Section 31-12-107, C.R.S., a petition for annexation has been filed with the Town Clerk for the annexation of certain real property known as the "Providence Farm Annexation", more fully and particularly described within said petition.
2. That the Town Board finds that the aforesaid petition is in substantial compliance with Section 31-12-107(1), C.R.S.
3. That in accordance with the Town Board's determination, public hearings shall be held before the Planning Commission and the Town Board to determine if the proposed annexation complies with Sections 31-12-104 and 105, C.R.S.
4. That a public hearing shall be held before the Planning Commission at 7:00 p.m. on Wednesday, August 7, 2013, at Windsor Town Hall, 301 Walnut Street, Windsor, Colorado.
5. That a public hearing shall be held before the Town Board at 7:00 p.m. on Monday, August 12, 2013, at Windsor Town Hall, 301 Walnut Street, Windsor, Colorado.
6. That the Town Clerk, or her designee, shall give notice of the aforesaid hearings in compliance with the Municipal Annexation Act of 1965.

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

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

**ANNEXATION PETITION
C.R.S. 31-12-107(1)**

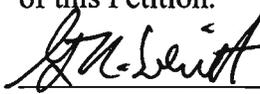
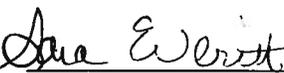
I/we, being more than fifty percent of the landowners in the area described herein, and owning more than fifty percent of the area proposed to be annexed (excluding public streets, public alleys and land owned by the Town of Windsor), do hereby request that the Town of Windsor approve the annexation of the following-described real property:

Lot B, RE-3124; Weld County, Colorado

which shall henceforth be known as the "Providence Farm Annexation to the Town of Windsor, Colorado".

In support of this Petition, I/we allege:

1. The perimeter of the proposed annexation has a distance of 6,172.68 feet, of which 2,264.26 feet are contiguous to the existing Town limits of the Town of Windsor. A minimum of 1/6 of the perimeter of the proposed annexation is contiguous to the Town of Windsor.
2. It is desirable and necessary that such area be annexed to the Town of Windsor;
3. A community of interest exists between the said territory and the Town of Windsor.
4. Said territory is urban or will be urbanized in the near future.
5. Said territory is integrated or capable of being integrated with the Town of Windsor.
6. To the extent that I/we are not the owners of 100% of the area proposed for annexation, the consenting signatures of all other owners appear below, including those owners of land held in identical ownership comprising twenty acres or more (which, together with the buildings and improvements situated thereon has a valuation for assessment in excess of two hundred thousand dollars for *ad valorem* tax purposes for the year next preceding the proposed annexation) and not situated entirely within the outer boundaries of the Town of Windsor as they exist as of the date of this Petition.

	11-19-2010	Stan Everitt	695 Southwood Lane Windsor
Landowner signature (Date)		Printed Name	Mailing Address of Landowner
	11-19-2010	SARA Everitt	695 Southwood Lane Windsor
Landowner signature (Date)		Printed Name	Mailing Address of Landowner

COLD
80550

The legal description of the land owned by each signatory above:

AFFIDAVIT OF PETITION CIRCULATOR

I, Stanley K. Everett, being of suitable age and first duly sworn, do hereby attest that the signatures appearing above are, in fact, the signatures of each person whose name it purports to be.

Stanley K. Everett 11-22-10
[Name of Petition Circulator] Date

703

**DEED OF CONSERVATION EASEMENT
Francis Property, Weld County, Colorado**

This DEED OF CONSERVATION EASEMENT ("Conservation Easement") is made this 22 day of December, 2003, by **THOMAS G. FRANCIS**, having an address of **Post Office Box 10, Windsor, Colorado 80550**, (hereinafter "Grantor"), in favor of **LEGACY LAND TRUST**, a Colorado nonprofit corporation, having an address of 214 S. College Avenue, Suite 200, Fort Collins, Colorado, 80524, (hereinafter "Grantee"), for the purpose of conserving the agricultural, wildlife and plant habitat, open space and scenic qualities of the subject property. The following Exhibits are a part of this Conservation Easement:

- Exhibit A -- Legal Description of Property
- Exhibit B -- Map of Property

RECITALS

- A. Grantor is owner in fee simple of certain real property in Weld County, Colorado, more particularly described in Exhibit A and depicted in Exhibit B, both attached hereto and incorporated by this reference, (hereinafter, the "Property").
- B. The Property possesses agricultural, natural, scenic, open space, and historic values (collectively, "Conservation Values") of great importance to the Grantor, the area residents, the people of Weld County and the people of the State of Colorado.
- C. In particular the Property consists of grass and alfalfa meadow adjacent to riparian habitat of the Poudre River. The Property also contains valuable deposits of sand and gravel, the removal of which would cause significant harm to the conservation values of the Property. The total acreage protected by this Conservation Easement is approximately 20 acres.
- D. The specific Conservation Values of the Property are further documented in an inventory of relevant features of the Property, dated **December 2003**, to be kept on file in the offices of the Grantee and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the condition of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with terms of this grant.
- E. Grantors intend that the Conservation Values of the Property be preserved and maintained by permitting only those uses on the Property that do not significantly impair or interfere with them, including, without limitation, those land uses relating to the continuation of land use patterns, including those relating to agriculture, ranching, hunting, and fishing existing at the time of this grant.

When recorded, please return to:
Legacy Land Trust
214 S. College Avenue, Suite 200
Fort Collins, CO 80524

TNG 8072108

- F. Grantor further intends, as owners of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.
- G. Grantee is a publicly supported, tax-exempt nonprofit organization, founded in 1993, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"), the primary purpose of which is to facilitate the acquisition and preservation of environmentally sensitive areas, critical wildlife habitat, and other lands that are important for the enrichment of present and future generations.
- H. Grantee agrees by accepting this grant to honor the intention of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado and in particular C.R.S. §38-30.5-101 et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

- 1. **Purpose.** The purpose of this Easement is to assure that the agricultural, natural habitat, open space, historic and scenic values of the Property will be retained in perpetuity and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. It is also the purpose of this Easement to permit the continuation of the residential and agricultural uses and other uses of the Property which are consistent with the foregoing goals.
- 2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:
 - a. To preserve and protect the Conservation Values of the Property;
 - b. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;
 - c. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 8;
 - d. To place signs, not to exceed 18"x 24" in size, on the perimeter of the Property identifying Grantee and the existence of an Easement.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
 - a. **Construction of Buildings and Other Structures.** There are currently no existing permanent structures on the Property. The construction of any permanent building or other structure or improvement, is prohibited except in accordance with Paragraph 4(a) below;
 - b. **Subdivision.** Any division or subdivision of title to the Property, whether by physical or legal process, including partition, is prohibited;
 - c. **Timber Harvesting.** Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent injury to persons, damage to property, damage to other trees, and/or harm to animals or other plants. Dead trees may also be cut for firewood and other uses on the Property. Commercial timber harvesting on the property shall be prohibited;
 - d. **Mining.** The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substances is prohibited;
 - e. **Paving and Road and Trail Construction.** No part of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road or trail be constructed without the advance written permission of Grantee. Grantor shall have right without Grantee's permission, to maintain existing access road as shown in Exhibit B, and to construct and maintain new access roads reasonably necessary to provide access to any improvements constructed on the Property pursuant to subparagraph 4(a) below.
 - f. **Trash.** The dumping or uncontained accumulation of any kind of trash or refuse on the Property is prohibited;
 - g. **Commercial or Industrial Activity.** No commercial or industrial uses shall be allowed on the property, except that farm or agricultural products such as trees, grains, hay, vegetables or fruits may be grown and harvested; and horses, cattle and other livestock may be raised on the Property and sold as permitted by the Management Plan; and
 - h. **Motorized and Recreational Vehicles.** No motorized vehicles may enter the Property except as may be necessary for maintenance, for farm or agricultural activities, and for emergencies. No storage of, nor use of, recreational vehicles shall be permitted on the Property.
4. **Reserved Rights.** Grantor reserves to himself, and to his personal representatives, heirs and assigns, all rights accruing from their ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. These ownership rights include, but are not limited to, the right to exclude any member of the public from



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trespassing on the Property, the right to sell or otherwise transfer the Property to anyone Grantor chooses, and the right to honor existing and to grant additional access easements across the Property.

- a. **New Structures and Improvements.** New non-residential buildings and other improvements related to agricultural uses, including small sheds, and protective covers, may be built with advance written permission of Grantee and so long as such structures and improvements do not impair the Conservation Values of the Property. Structures and improvements built in accordance with this provision may be restored or, in the event of destruction, replaced at their original location. Communication facilities such as cellular and radio towers are expressly prohibited;
 - b. **Fences and Ditches.** Grantor may repair or replace existing fences, ditches, ponds and other water storage and irrigation systems and facilities; new fences, ditches, ponds, and other water storage and irrigation systems and facilities may be built for purposes of reasonable and customary management of the Property and used primarily for agricultural purposes;
 - c. **Livestock and Poultry.** Grantor may keep poultry and pasture and graze domestic livestock, provided that range shall be maintained in its present condition as documented in the Baseline Documentation or improved to "good" or "excellent" condition as determined by the standards of the USDA Natural Resources Conservation Service. Under no circumstances shall any intensive livestock operations, such as feed lots, be allowed. Any grazing of livestock shall be in accordance with the approved management plan;
 - d. **Private Recreation.** Grantor may conduct private non-motorized recreational activities which do not result in permanent or significant alteration of the Property and which are consistent with the Conservation Values, including but not limited to horseback riding, hunting, fishing, swimming, picnicking and hiking;
 - e. **Trees.** Grantor may plant native trees and shrubs for windbreaks on the property, to improve wildlife habitat, or for aesthetic purposes, as specified in the Management Plan; and
 - f. **Utilities.** Grantor may construct, install, maintain, repair, replace, improve, use, reconstruct, relocate, and expand any and all water, sewer, gas, electric, telephone, television, communication and other utility lines, pipes and facilities currently serving the Property or necessary for any use not prohibited by the Easement. Grantor may convey new utility easements so long as those easements are for solely the benefit of this Property; and
 - g. **Predatory Animals.** Grantor shall have the right to control predatory and problem animals in accordance with all applicable laws and regulations.
5. **Land Management.** The Property shall be managed in accordance with good conservation practices and in accordance with a Management Plan prepared and accepted with the mutual consent of Grantor and Grantee, which plan shall be reviewed by each party no less frequently than every five years. No update of the Management Plan shall be made without the agreement

of Grantor and Grantee. No chemicals shall be used for management of the Property, except for control of noxious weeds, without the prior approval of both Grantor and Grantee.

6. **Notice of Intention to Undertake Certain Permitted Action.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities specified in subparagraphs 3(e) and 4(a) above is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the provisions and purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intend to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the provisions and purpose of this Easement.
7. **Grantee's Approval.** Where Grantee's consent or approval is required, Grantee shall grant its consent or approval in writing within fifty-five (55) days of receipt of Grantor's written request therefore, unless Grantee reasonably and in good faith determines that the proposed action would have a significant adverse effect on the Conservation Values of the Property. If Grantee's consent or approval is conditioned, delayed, withheld, or denied, Grantee shall provide written notice to the Grantor within said fifty-five (55) days setting forth in detail the factual basis for Grantee's refusal to grant its consent or approval.
8. **Enforcement.** Grantee shall have the right to prevent and correct or require correction of violation of terms and purposes of this Easement. Grantee may enter the Property for the purpose of inspecting for violations. If Grantee finds what it reasonably believes is a violation, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) restore the Property to its condition prior to the violation or (b) provide a written explanation to Grantee of the reason the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. Grantor shall discontinue any activity that could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation is imminent, exists or has occurred, Grantee may request an injunction to stop the violation, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation. Notwithstanding the foregoing, when, in the Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, in its reasonable discretion, take immediate appropriate legal action.
9. **Costs of Violation.** Any costs incurred by Grantee in enforcing the terms of this easement against Grantor, including, without limitation, costs of suit and attorneys' fees and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by

Grantor. In the event Grantor prevails in any litigation commenced by Grantee, the court shall award costs and reasonable attorneys' fees to Grantor.

10. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
11. **Waiver of Certain Defenses.** Grantor hereby waives any defenses of laches, estoppel or prescription and any defenses available under CRS Section 38-41-119.
12. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to persons or the Property resulting from such causes.
13. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.
14. **Grantors' Title Warranty.** Grantor warrants that the Grantor has good and sufficient title to the Property, free from all liens and encumbrances securing monetary obligations, and hereby promises to defend title to the Property against all claims that may be made against it by any person claiming, by, through, or under Grantor. The parties intend that this Easement encumber the Property, including any and all soil, sand, gravel, oil, natural gas, fuel, rock, stone, decorative rock or stone, or any other mineral substance of any type of character on or thereunder, whether any such interest is now owned or is later acquired by the Grantor.
15. **Costs and Liabilities.** Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including weed control and eradication, and including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
16. **Taxes and Responsibilities.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

17. **Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence or intentional acts of any of the Indemnified Parties; (2) the obligations of grantor specified herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Grantee shall hold harmless, indemnify, and defend Grantor and their assigns, personal representatives, and heirs (collectively "Indemnified Parties II") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, for injury or death to any person, or physical damage any property, arising from the actions of the Grantee, its members, directors, officers, employees, agents and contractors, or from a guest or invitee of the Grantee, unless due to negligence or intentional act of the Indemnified Parties II.
18. **Extinguishment.** If circumstances arise in the future such as to render the purpose of this Easement substantially impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other when it first learns of such circumstances. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Colorado law at the time, in accordance with paragraph 19 below.
19. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantee, which the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction, if any, for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.
20. **Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.



21. **Assignment.** The Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is (a) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code, and the applicable regulations promulgated thereunder, and (b) authorized to acquire and hold conservation easements under Colorado law.
22. **Subsequent Transfers.** Grantor agree to incorporate the terms of this Easement by reference to the recorded document in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agree to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of any transfer of this Easement or limit its enforceability in any way.
23. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Thomas G. Francis
Post Office Box 10
Windsor, Colorado 80550

To Grantee: Legacy Land Trust
214 S. College Avenue, Suite 200
Fort Collins, Colorado 80524

or to such other address as either party time to time shall designate by written notice to the other.

24. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of Weld County, and may re-record it at any time as may be required to preserve its rights in this Easement.
25. **General Provisions.**
 - a. **Controlling Law.** The laws of the State of Colorado shall govern the interpretation and performance of this Easement.
 - b. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101 et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

- c. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and superseded all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- e. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- f. **Joint Obligation.** The obligations imposed by this Easement upon Grantor shall be joint and several.
- g. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- h. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- i. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- j. **Amendment.** If the circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantor and Grantee are free to jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this instrument under any applicable laws. Any amendment must be consistent with the conservation purposes of this instrument and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties and recorded.
- k. **Adequate Insurance.** Grantor shall maintain adequate general liability insurance on the Property. Grantor warrants that the Grantee is and will continue to be named as an additional insured on such policy. Grantor shall provide a copy of such insurance or certificate of such insurance to the Grantee at the time this Easement is executed and on an annual basis thereafter.



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10 of 12 R 61.00 D 0.00 Steve Moreno Clerk & Recorder

IN WITNESS WHEREOF Grantor and Grantee have executed this Deed of Conservation Easement on the day and year first above written.

Grantor: Thomas G. Francis
Thomas G. Francis

Grantee: LEGACY LAND TRUST
by Steve Ryder
Steve Ryder, Executive Director

STATE OF COLORADO)
) ss
COUNTY OF Weld)

Acknowledged before me this 22 day of December, 2003, by Thomas G. Francis.

Witness my hand and official seal.
My commission expires 3/31/07.



Davin Birge
Notary Public
Address: 1295 Main St.
Windsor CO 80550

STATE OF COLORADO)
) ss
COUNTY OF ~~LARIMER~~)
Weld

Acknowledged before me this 22 day of December, 2003, by Steve Ryder, Executive Director of LEGACY LAND TRUST.

Witness my hand and official seal.
My commission expires 3/31/07.



Davin Birge
Notary Public
Address: 1295 Main St.
Windsor CO 80550

PROPERTY DESCRIPTION

Exhibit A

A parcel of land being a part of Lot B, Recorded Exemption No. 3124 as recorded in Weld County Records under Reception No. 2913015 on January 2, 2002 located in the Southwest Quarter (SW1/4) of Section Twenty (20), Township Six North (T.6N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6thP.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Center Quarter (C1/4) Corner of said Section 20 and assuming the North line of said SW1/4 as bearing South 86°31'57" West, a distance of 2611.93 feet with all other bearings contained herein relative thereto:

THENCE South 86°31'57" West along said North line a distance of 2311.95 feet to a point on the West line extended of said Lot B;

THENCE South 00°51'15" East along said line a distance of 1730.50 feet to the POINT OF BEGINNING;

THENCE North 87°27'39" East a distance of 1132.73 feet to the East line of said Lot B; Thence along said Lot B the following five courses and distances:

THENCE South 02°48'43" East a distance of 842.82 feet;

THENCE South 87°27'39" West a distance of 724.87 feet;

THENCE North 45°20'49" West a distance of 482.46 feet;

THENCE North 81°39'34" West a distance of 99.64 feet;

THENCE North 00°51'15" West a distance of 470.26 feet to the POINT OF BEGINNING.

Said parcel contains 20.000 acres more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYOR'S CERTIFICATE

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

  18-23-03
Lawrence S. Pepek
Colorado Registered Professional
Land Surveyor #33642

KING SURVEYORS, INC.
9299 Eastman Park Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 2000247


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11 of 12 R 61.00 D 0.00 Steve Moreno Clerk & Recorder

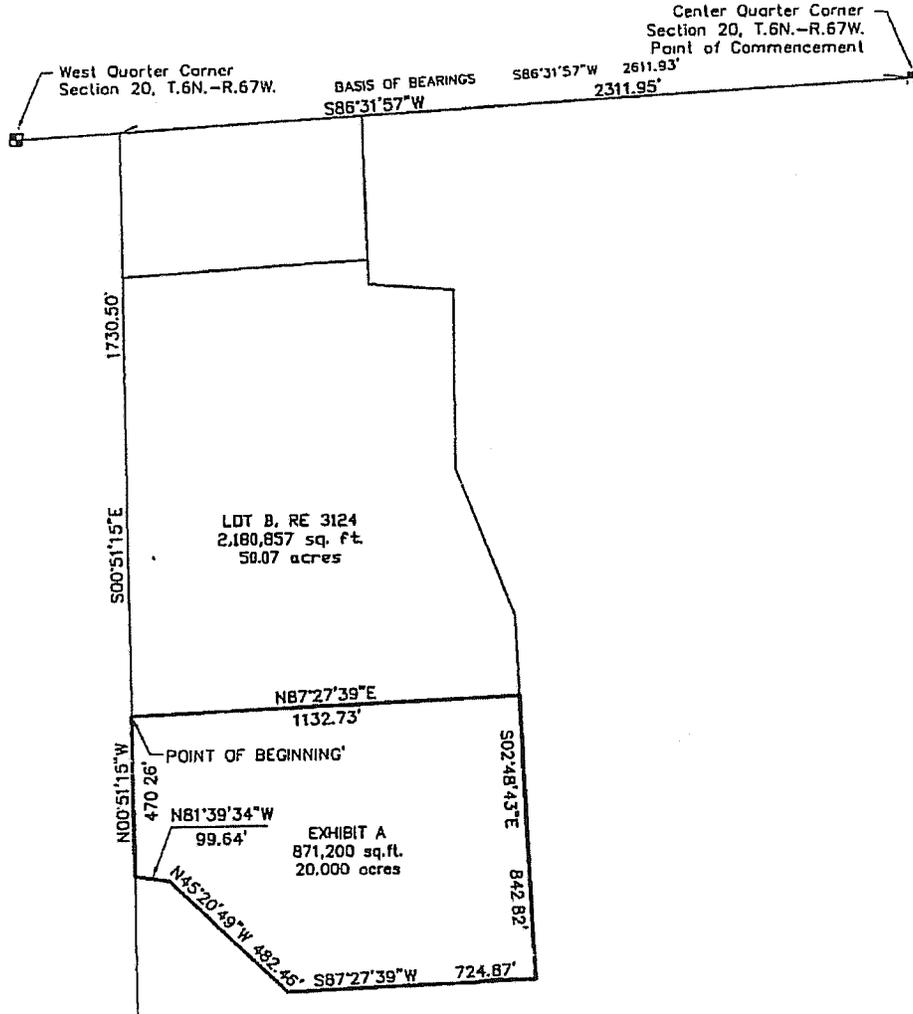
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20 ACRE CONSERVATION
EASEMENT

EXHIBIT B

SW1/4, SEC. 20, T.6N., R.67W.
LOT B, RE 3124

3140703 12/31/2003 03:10P Weld County, CO
12 of 12 R 61.00 D 0.00 Steve Moreno Clerk & Recorder

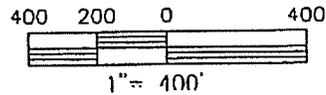
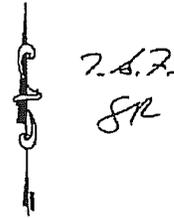


[Handwritten Signature]

3364

10-29-03

REGISTERED PROFESSIONAL LAND SURVEYOR



KING SURVEYORS, INC.

9299 EASTMAN PARK DRIVE, WINDSOR, CO 80550
PHONE: (970) 686-5011 FAX: (970) 686-5821
WWW.KINGSURVEYORS.COM

PROJECT NO: 2000247
DATE: 10-23-03
CLIENT: FRANCES
DWG: 2000247CONSERVATION

PROVIDENCE FARM ANNEXATION TO THE TOWN OF WINDSOR

Lot B, Recorded Exemption No. 0807-20-3 RE-3124,
Situate In The Southwest Quarter Of Section 20, Township 6 North, Range 67 West Of The 6th P.M.,
County Of Weld, State Of Colorado

DESCRIPTION

A plot of a parcel of land in the TOWN OF WINDSOR, County of Weld, Colorado, located in the Southwest Quarter of Section Twenty (20), Township Six North (T.6N), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.) and more particularly described as follows:
Lot B, Recorded Exemption No. 0807-20-3 RE-3124 recorded January 2, 2002 at Reception No. 2913015 of the Records of Weld County, Colorado.
Containing 50.326 acres more or less.

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 annexed as indicated on this plat under the name of PROVIDENCE FARM ANNEXATION. In compliance with Town of Windsor regulations and by contractual agreement, the landowners shall bear all expenses involved in improvements.

In witness whereof, we have hereunto set our hands and seals this the _____ day of _____, 20____.

By: _____ As: _____
Stanley K. Everitt Grandchildren's Trust

NOTARIAL CERTIFICATE

STATE OF _____)
 ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 20____.

My commission expires _____ Notary Public (SEAL)

ENGINEERING DEPARTMENT APPROVAL

Approved this the _____ day of _____, 20____.

Director of Engineering

PLANNING COMMISSION APPROVAL

Approved this the _____ day of _____, 20____.

Chairman,
Windsor Planning Commission

PUBLIC WORKS DEPARTMENT APPROVAL

Approved this the _____ day of _____, 20____.

Director of Public Works

MAYOR'S CERTIFICATE

This is to certify that an annexation map of the property described herein was approved by Ordinance No. _____ of the Town of Windsor passed and adopted on the _____ day of _____, 20____, A.D. and that the Mayor of the Town of Windsor, as authorized by said ordinance, on behalf of the Town of Windsor, hereby acknowledges and adopts the said annexation map upon which this certificate is endorsed for all purposes indicated thereon.

ATTEST: _____
Mayor Town Clerk

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.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the West line of Lot B, RE-3124, as bearing North 00°56'32" West a distance of 1769.57 feet with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

NOTE

According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon. (13-80-105 C.R.S.)

TITLE COMMITMENT NOTE

This survey does not constitute a title search by King Surveyors Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, King Surveyors Inc. relied upon Title Commitment Number S80-F0381617-383-JNB dated June 15, 2011 as prepared by Fidelity National Title Insurance Company to delineate the aforesaid information.

NOTE

Conservation Easement Recorded at Reception #3140703 on December 31, 2003 in Weld County. The purpose of which is to preserve in perpetuity the unique agricultural, natural habitat, historic, scenic and open space character of the affected portions of the Property. A copy of the said Conservation Easement is attached to the annexation agreement as an Exhibit. Approximately 20 acres.

TOWN MANAGER'S APPROVAL

Approved this the _____ day of _____, 20____.

Town Manager

PLANNING DEPARTMENT APPROVAL

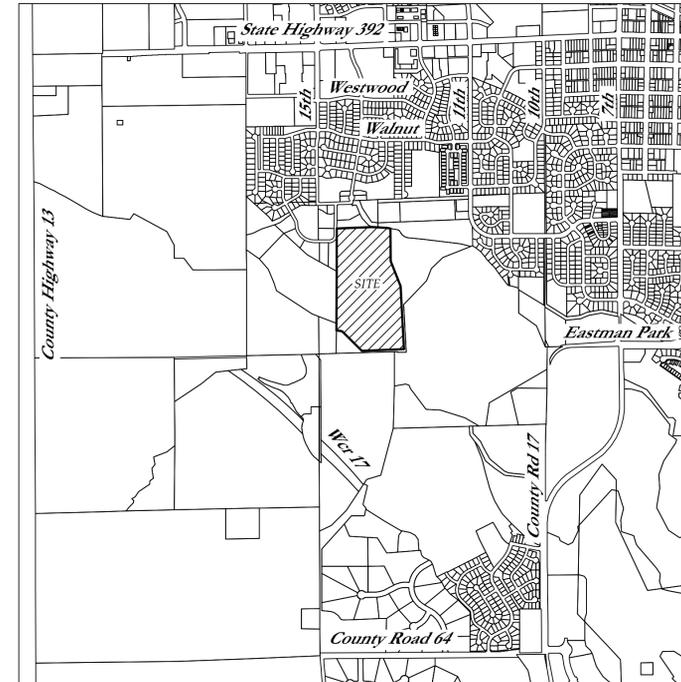
Approved this the _____ day of _____, 20____.

Director of Planning

SURVEYOR'S CERTIFICATE

I certify that this plat accurately represents the results of a survey made by me or under my direct supervision.

Lawrence S. Pepek-On Behalf Of King Surveyors Inc.
Colorado Registered Professional
Land Surveyor #33642



VICINITY MAP
(NOT TO SCALE)

CONTIGUOUS BOUNDARY = 2264.26 L.F.
TOTAL BOUNDARY = 6172.68 L.F.
RATIO = 1:2.726
AREA = 50.326 NET ACRES

//// //// //// //// //// DENOTES CONTIGUOUS BOUNDARY

DATE:	10/12/2010
FILE NAME:	2010162ANX
SCALE:	1"=100'
DRAWN BY:	CSK
CHECKED BY:	LSP

KING SURVEYORS, INC.
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821



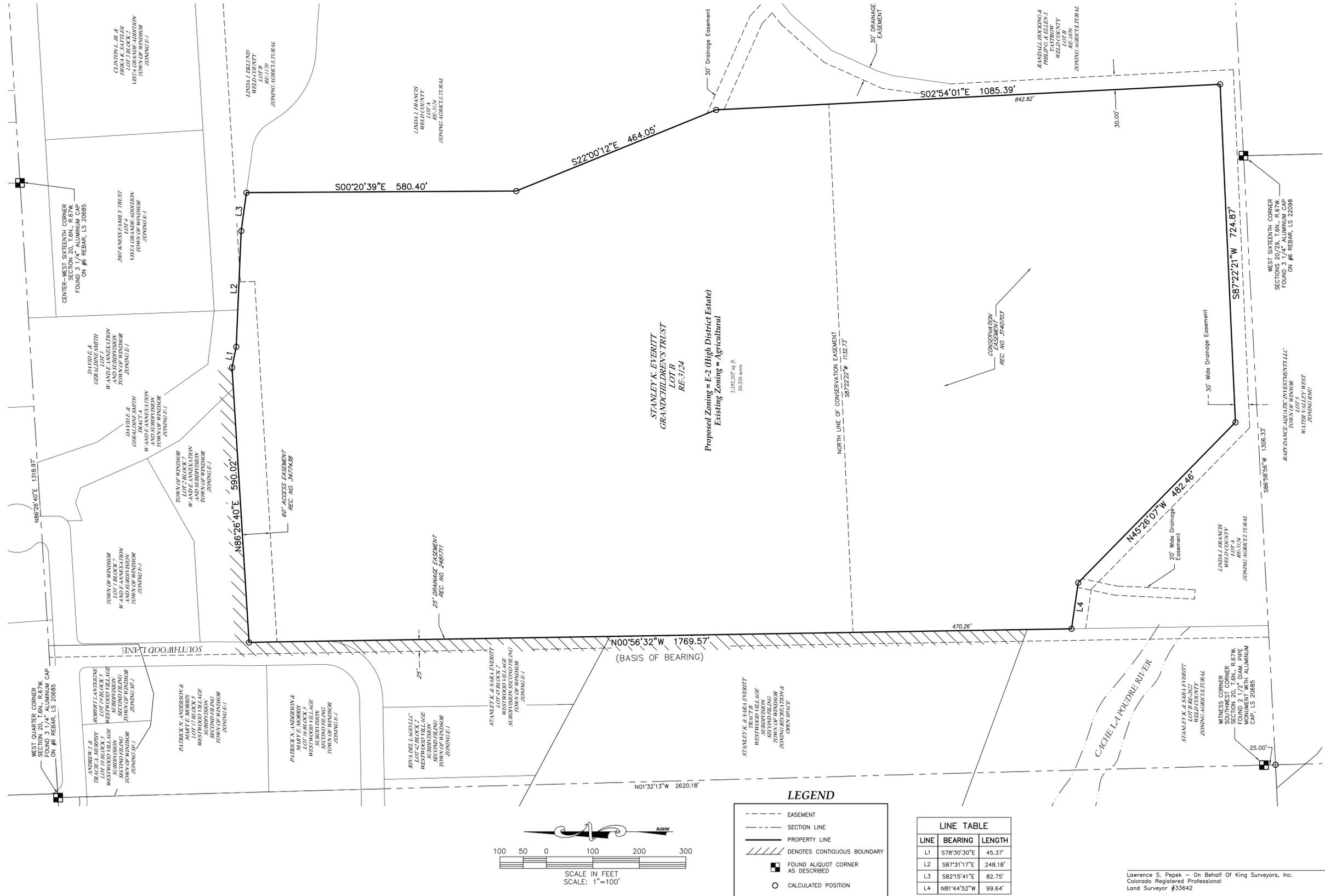
REVISIONS:	DATE:
ADDRESS TOWN COMMENTS	01-09-13
REVISE PER TOWN COMMENTS	3-20-13
CSK	

PROVIDENCE FARM ANNEXATION
FOR
STANLEY K. EVERITT GRANDCHILDREN'S TRUST
695 SOUTHWOOD LANE
WINDSOR, CO 80550

PROJECT #:
2010162

PROVIDENCE FARM ANNEXATION TO THE TOWN OF WINDSOR

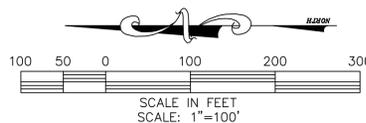
Lot B, Recorded Exemption No. 0807-20-3 RE-3124,
Situate In The Southwest Quarter Of Section 20, Township 6 North, Range 67 West Of The 6th P.M.,
County Of Weld, State Of Colorado



LEGEND

- EASEMENT
- - - SECTION LINE
- PROPERTY LINE
- /// DENOTES CONTIGUOUS BOUNDARY
- FOUND ALIQUOT CORNER AS DESCRIBED
- CALCULATED POSITION

LINE TABLE		
LINE	BEARING	LENGTH
L1	S78°30'30"E	45.37'
L2	S87°31'17"E	248.18'
L3	S82°15'41"E	82.75'
L4	N81°44'52"W	99.64'



DATE:	10/12/2010
FILE NAME:	2010162ANX
SCALE:	1"=100'
DRAWN BY:	CSK
CHECKED BY:	LSP

KING SURVEYORS, INC.
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821

REVISIONS:	DATE:
ADDRESS TOWN COMMENTS	01-09-13
REVISE PER TOWN COMMENTS	CSK 3-20-13

PROVIDENCE FARM ANNEXATION
FOR
STANLEY K. EVERITT GRANDCHILDREN'S TRUST
695 SOUTHWOOD LANE
WINDSOR, CO 80550

PROJECT #
2010162

Lawrence S. Pipek - On Behalf Of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #33642



MEMORANDUM

Date: June 24, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Dean Moyer, Director of Finance
Re: Supplemental Budget 2012 Resolution –
as an addendum to Resolution #2013-08
Item #: C.8.

Background / Discussion:

As recently discovered during the 2012 audit process, the Town Board meeting on January 28, 2013 did not include the Community Recreation Center refunding bonds transaction in Resolution #2003-08. Tonight's resolution provides for a Supplement to the 2012 Budget to appropriate addition sums of money to the Community Recreation Center Fund for this additional transaction.

The Town refunded the existing 2002 Sales Use Tax bonds in January of 2012. To properly account for this transaction, we need to record both revenue and an expense for the dollar value of this transaction.

Financial Impact:

The new refunding bonds issued required a revenue transaction of the proceeds and premiums on the refunding bonds and an expenditure transaction of escrow payment and debt issuance cost for the refunding bonds. This transaction does not involve any additional cash trading hands. We assign a dollar amount to both sides of the equation and record an equal amount of revenue and expenditure.

Total net adjustments appear below.

Total Supplemental Budget	Revenue	\$3,894,944
Total Supplemental Budget	Expense	(\$3,894,944)
Net Supplemental Revenue(Expense)		\$0

Recommendation:

Approve the 2013 Supplemental Budget as presented.

Attachments:

Resolution 2013-36

TOWN OF WINDSOR

RESOLUTION NO. 2013-36

BEING A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF WINDSOR, COLORADO, FOR 2012, AN ADDENDUM TO RESOLUTION NO. 2013-08.

WHEREAS, the Town of Windsor adopted the annual budget in accordance with the Local Government Budget Law, on November 28, 2011; and adopted a supplemental budget on January 28, 2012.

WHEREAS, the Town of Windsor has received unanticipated revenues and incurred expenditures not assured at the time of the adoption of the 2012 Budget; and

WHEREAS, the Town's Home Rule Charter authorizes supplemental appropriations under the circumstances referred to herein.

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

SECTION 1. That the 2012 appropriation for the **COMMUNITY RECREATION FUND** Revenue increased from \$1,382,486 to \$5,277,430 and Expenditures hereby increase from \$1,214,804 to \$5,109,748 for the purposes shown below.

ACCT #	ACCOUNT	DESCRIPTION	2012		2012
			AMENDED 2012 BUDGET	ADDITIONAL SUPPLEMENT	
COMMUNITY RECREATION FUND					
05-	REVENUE				
000-4383-000		Proceeds from the refunding bonds	\$0	\$3,705,000	\$3,705,000
000-4385-000		Premiums on refunding bonds	\$0	\$189,944	\$189,944
TOTAL COMMUNITY RECREATION FUND REVENUE			\$0	\$3,894,944	\$3,894,944
490-	EXPENSES				
490-7362-000		Escrow payment for refunding bonds	\$0	\$3,787,760	\$3,787,760
490-7363-000		Debt issuance costs	\$0	\$107,184	\$107,184
TOTAL COMMUNITY RECREATION FUND EXPENSES			\$0	\$3,894,944	\$3,894,944

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 24th day of June, 2013.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

TOWN OF WINDSOR

RESOLUTION NO. 2013-37

A RESOLUTION ACCEPTING THE AUDIT REPORT FOR 2012 PREPARED BY ANTON COLLINS MITCHELL LLP, CERTIFIED PUBLIC ACCOUNTANTS.

IT IS HEREBY RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS;

1. That the audit report of 2012, prepared by Anton Collins Mitchell LLP, Certified Public Accountants, 3545 W 12th Street, Suite 201, Greeley, Colorado, is hereby accepted by the Board of Trustees of the Town of Windsor, Colorado.
2. That said audit report constitutes an audit of the books and financial records of the Town of Windsor, Colorado, for the calendar year 2012.
3. That the Mayor and the Director of Finance are authorized to distribute such audit report to the Colorado Division of Local Government, as the official audit report of the Town of Windsor, Colorado, and to provide such audit report to such other agencies as are necessary.

Upon motion duly made, seconded, and carried, the foregoing Resolution was adopted this 24th day of June, 2012.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

2013 MONTHLY FINANCIAL REPORT

Special points of interest:

- Highest May sales tax collection on record at \$461,800.
- Single Family Residential (SFR) building permits total 197 through the end of May. This surpasses the entire year number of 2008 (119), 2009 (96), 2010 (134).

Highlights and Comments

- * We recorded our highest gross sales tax collection for the single month of May.
- * May 2013 year-to-date gross sales tax increased 15.8% over May 2012.
- * Construction use tax up 24.98% over 2012.
- * Expenditure charts reflect May figures tracking as expected.
- * Year-to-date May revenue total exceeded expenditures by roughly \$5.6M.



Progress on 7th Street

The picture on the left depicts 7th Street before any improvements. The picture on the right shows the addition of 6' shoulders. This street is part of the overlay projects for 2013 and spans from Eastman Park Drive to Riverplace Drive and is expected to be completed by July 5th.

Inside this issue:

Sales, Use and Property Tax	2
Year-to-Date Sales Tax	4
Monthly Sales Tax	5
All Fund Expenditures	6
General Fund Expenditures	7

Items of Interest

- Summer concert and recreation seasons are underway.
- Northern Lights Park construction is nearing completion.
- Visit us at the improved www.windsorgov.com and look for live streaming of Town Board and Planning Commission meetings.

Sales, Use and Property Tax Update

May 2013

Benchmark = 42%	Sales Tax	Construction Use Tax	Property Tax	Combined
Budget 2013	\$5,502,998	\$1,317,445	\$4,096,598	\$10,917,041
Actual 2013	\$2,790,067	\$1,003,972	\$2,297,786	\$6,091,825
% of Budget	50.70%	76.21%	56.09%	55.80%
Actual Through May 2012	\$2,408,748	\$803,323	\$2,324,605	\$5,536,676
Change From Prior Year	15.83%	24.98%	-1.15%	10.03%

Ideally through the fifth month of the year you would like to see at least 42% collection rate on your annual budget number. We have reached that benchmark in all three tax categories.

At this point last year we had collected \$3,324,605 in property taxes, or 55.9% of the annual budget. We are about even with the 2012 pace.

Building Permit Chart

May 2013

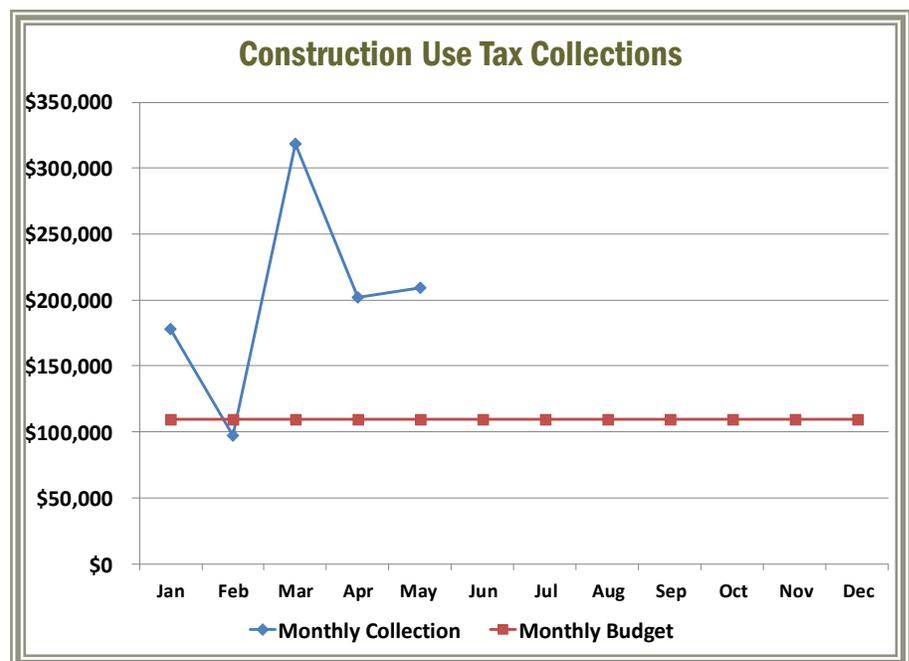
	SFR	Commercial	Industrial	Total
Through May 2013	197	0	3	200
Through May 2012	186	0	0	186
% change from prior year				7.53%
2013 Budget Permit Total				305
% of 2013 Budget				65.57%

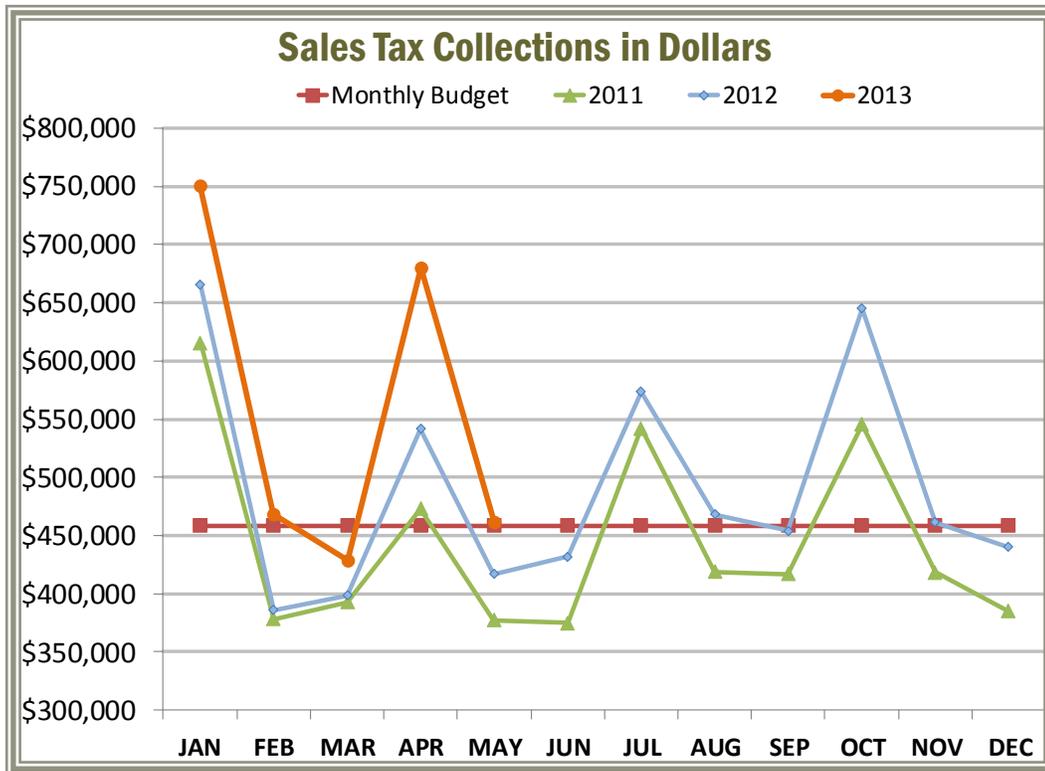
Building Permits and Construction Use Tax

We are showing a 7.53% increase in number of permits as compared to May 2012.

Construction use tax is 24.98% ahead of last year and easily cleared the 42% collection benchmark of total collections for the year. This revenue is a key factor in funding our Capital Improvement Plan (CIP).

Driven by 35 SFR permits issued in May, we collected nearly 2 times our required average collection for the month of May, putting us well ahead of our required budget pace.





Gross Sales tax collections for May 2013 were approximately \$45,000 higher than May 2012.

May Facts

May is a “single collection” month, meaning that the collections are for sales made in April. This May was our highest on record at \$461,800, producing roughly \$45,000 more in collections over May 2012.

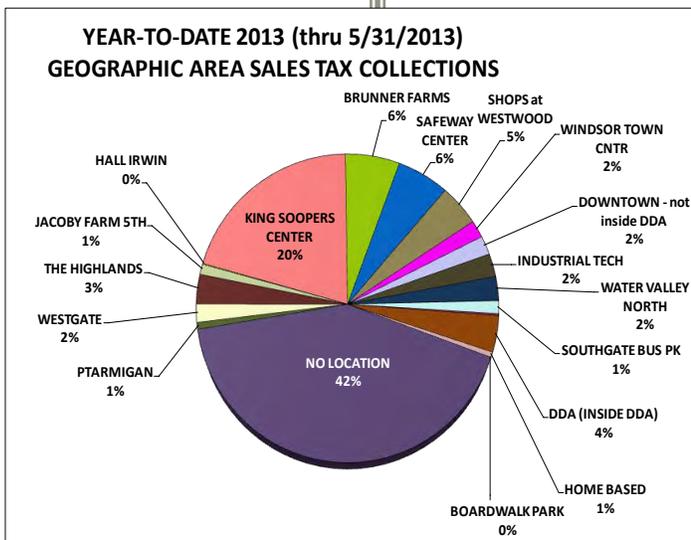
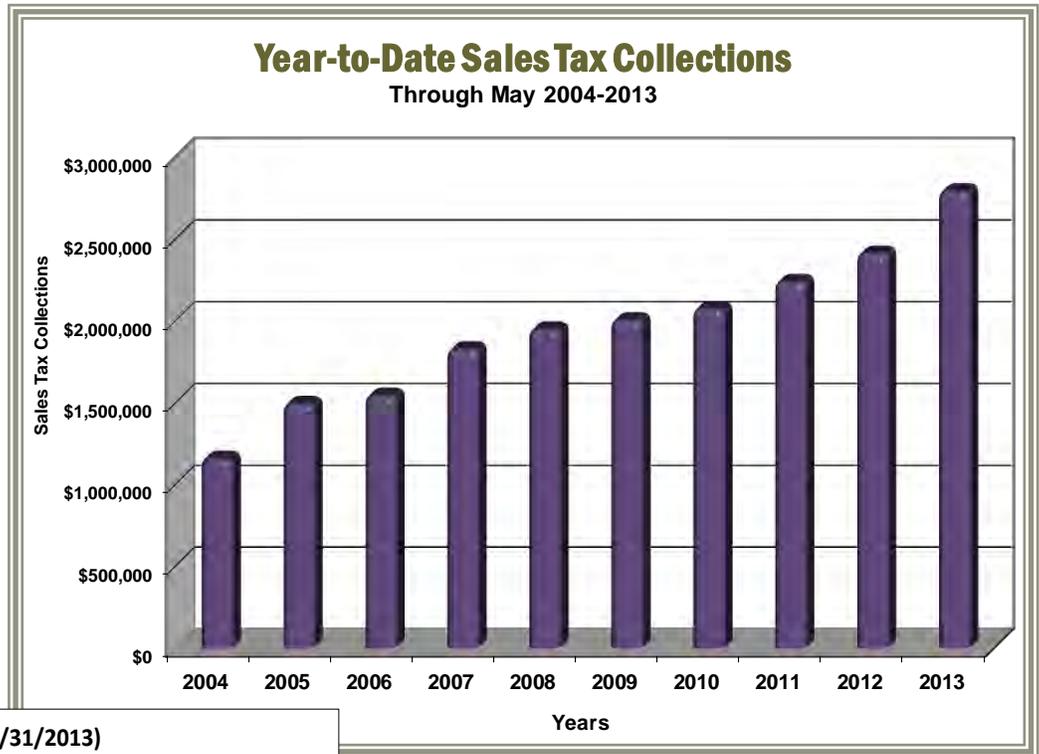
Unlike April we did not receive any one time payments. It is encouraging that without any unusual payments, we still set a record collection month for May. As shown in the chart above, May is usually one of our weaker months of the year.

Looking Forward

We budgeted \$5.5 M in sales tax for 2013, making our average monthly collection requirement \$458,000. We surpassed that mark by \$3,800.

We are also currently working with two vendors to voluntarily remit collections from past years. This works out well for us; we get unpaid taxes without the expense of an audit. I expect we will see more large payments in the months to come. I think we will reach our annual budget collections, with an increasing probability of surpassing \$6 million in collections.

Through May we have collected nearly \$2.8M in sales tax. If we maintain this pace, we may end the year in the \$6.5M range.

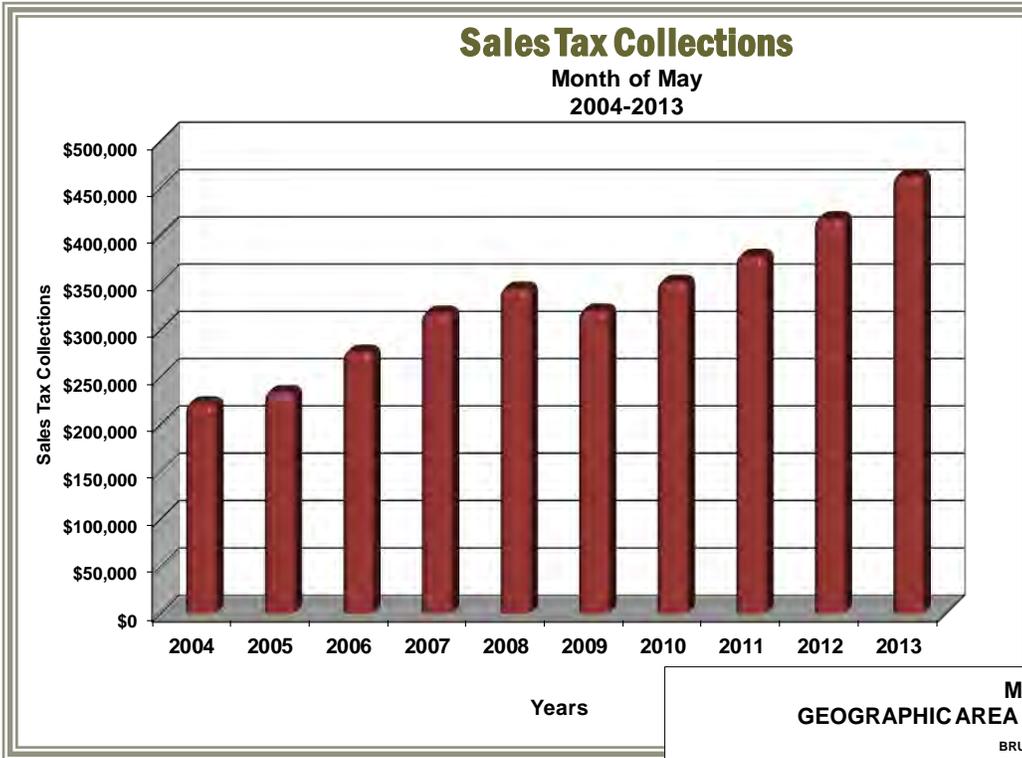


Our sales tax base is still anchored through groceries and utilities.

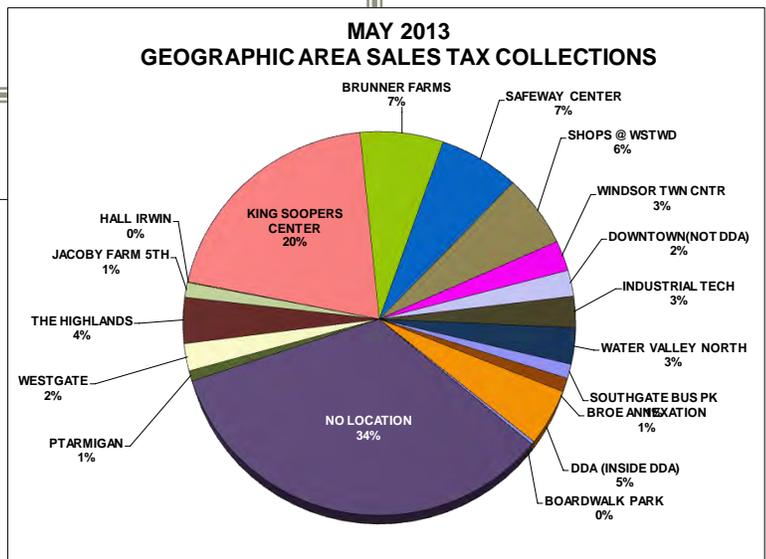
Year-to-Date Sales Tax

Our sales tax base has not changed a great deal over the past decade, with groceries and utilities leading our industry sectors in sales tax collection. Some of this increase can be attributed to an overall increase in prices and cost of living.

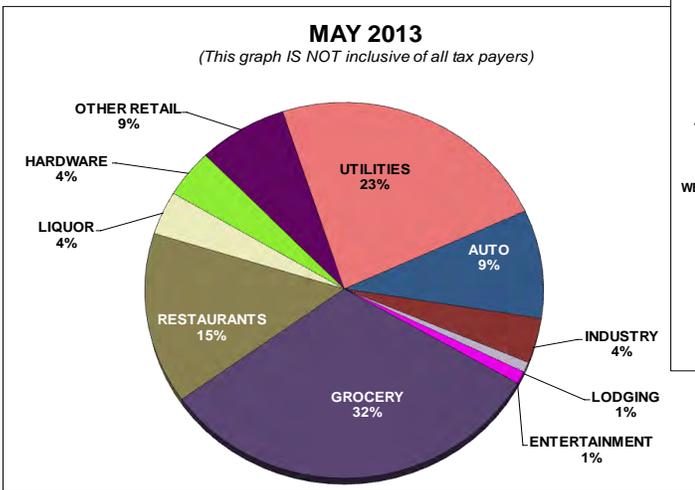
- Groceries, restaurants, general retail and auto parts all increased collections over May 2012.
- Liquor store collections were down slightly over May 2012 as were utilities. We granted several exemptions through utility companies supplying wholesale utilities to local manufacturers. These were not in place in May 2012, hence the decline in the utility sector in May 2013.



In May 2013, we have collected \$461,800 in sales tax.



Geographic area chart now shows a breakdown between the DDA and the rest of the Downtown



Monthly Sales Tax

- May 2013 gross collections of \$461,800 were 10.75% higher than May 2012 collections of \$417,020. May 2013 was the highest May gross sales collection on record.
- Our sales tax base is necessity driven, as demonstrated in the pie graph above. Necessities of food, utilities and automobiles comprised 79% of our May collections. This base coupled with increased population and housing continue to drive sales tax collections higher.

All Funds Expense Chart

May 2013

Benchmark = 42%

<u>General Government</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2013 Budget</u>	<u>% of Budget</u>
General Fund	\$939,099	\$5,141,817	\$12,338,917	42%
Special Revenue	\$205,741	\$778,196	\$2,753,029	28%
Internal Service	\$330,091	\$1,020,166	\$2,355,908	43%
Other Entities(WBA)	\$12,090	\$60,455	\$145,080	42%
Sub Total Gen Govt Operations	\$1,487,021	\$7,000,634	\$17,592,934	40%
<u>Enterprise Funds</u>				
Water-Operations	\$133,861	\$846,527	\$2,700,133	31%
Sewer-Operations	\$117,377	\$528,627	\$1,238,601	43%
Drainage-Operations	\$56,906	\$187,326	\$406,995	46%
Non-Potable Operations	\$9,707	\$56,446	\$387,780	15%
Sub Total Enterprise Operations	\$317,851	\$1,618,926	\$4,733,509	34%
Operations Total	\$1,804,872	\$8,619,560	\$22,326,443	39%

plus transfers to CIF and Non-Potable for loan

Operations expenditures are tracking where they are expected through the first five months of the year.

Through May, operating and capital expenditures combined equal 29% of the 2013 Budget.

As is usually the case in the second quarter, operations comprise more spending than the capital projects.

<u>General Govt Capital</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2013 Budget</u>	<u>% of Budget</u>
Capital Improvement Fund	\$120,756	\$266,390	\$5,080,214	5%
<u>Enterprise Fund Capital</u>				
Water	\$0	\$82,500	\$2,673,542	3%
Sewer	\$30,354	\$113,950	\$787,250	14%
Drainage	\$0	\$0	\$856,000	0%
Non-Potable	\$58,630	\$90,444	\$380,700	24%
Sub Total Enterprise Capital	\$88,984	\$286,894	\$4,697,492	6%
Capital Total	\$209,740	\$553,284	\$9,777,706	6%
<i>plus transfer to Non-Potable for loan</i>				
Total Budget	\$2,014,612	\$9,172,844	\$32,104,149	29%

All Funds Expenditures

As a tracking tool, we would expend no more than 42% of our annual budgeted expenditures through the month of May. Our total expenditures budget is at 29% of the total budget.

The first and second quarters are usually highest in operations as we gear up for the summer with the addition of seasonal help and more operational costs. The third and fourth quarters usually show the highest capital expenditure cost, as we pay for projects as they are completed.

General Fund Expense Chart

		2013			
Department	Current Month	YTD Actual	Budget	% of Budget	
410	Town Clerk/Customer Service	\$41,358	\$222,267	\$527,426	42.1%
411	Mayor & Board	\$36,623	\$217,233	\$470,308	46.2%
412	Municipal Court	\$1,436	\$6,914	\$19,659	35.2%
413	Town Manager	\$17,475	\$103,957	\$277,826	37.4%
415	Finance	\$57,471	\$248,093	\$579,638	42.8%
416	Human Resources	\$24,772	\$128,933	\$345,699	37.3%
418	Legal Services	\$34,859	\$159,444	\$370,000	43.1%
419	Planning & Zoning	\$38,326	\$513,320	\$809,677	63.4%
420	Economic Development	\$10,403	\$102,649	\$182,527	56.2%
421	Police	\$196,420	\$1,178,479	\$2,685,654	43.9%
428	Recycling	\$2,867	\$11,617	\$41,470	28.0%
429	Streets	\$97,587	\$344,265	\$949,735	36.2%
430	Public Works	\$34,987	\$170,700	\$424,111	40.2%
431	Engineering	\$46,176	\$252,308	\$600,833	42.0%
432	Cemetery	\$7,345	\$41,861	\$112,878	37.1%
433	Community Events	\$9,231	\$31,793	\$106,411	29.9%
450	Forestry	\$25,702	\$111,428	\$309,139	36.0%
451	Recreation Programs	\$135,063	\$626,555	\$1,668,558	37.6%
452	Pool/Aquatics	\$7,770	\$29,490	\$189,884	15.5%
454	Parks	\$76,942	\$439,121	\$1,178,951	37.2%
455	Safety/Loss Control	(\$284)	\$1,525	\$15,510	9.8%
456	Art & Heritage	\$19,649	\$104,344	\$253,595	41.1%
457	Town Hall	\$16,921	\$95,521	\$219,429	43.5%
Total General Fund Operations		\$939,099	\$5,141,817	\$12,338,917	41.7%

General Fund Expenditures

The General Fund represents the bulk of our daily operations budget. Again judging by the five month, 42% rule of thumb, expenditures are exactly where they should be after five months.

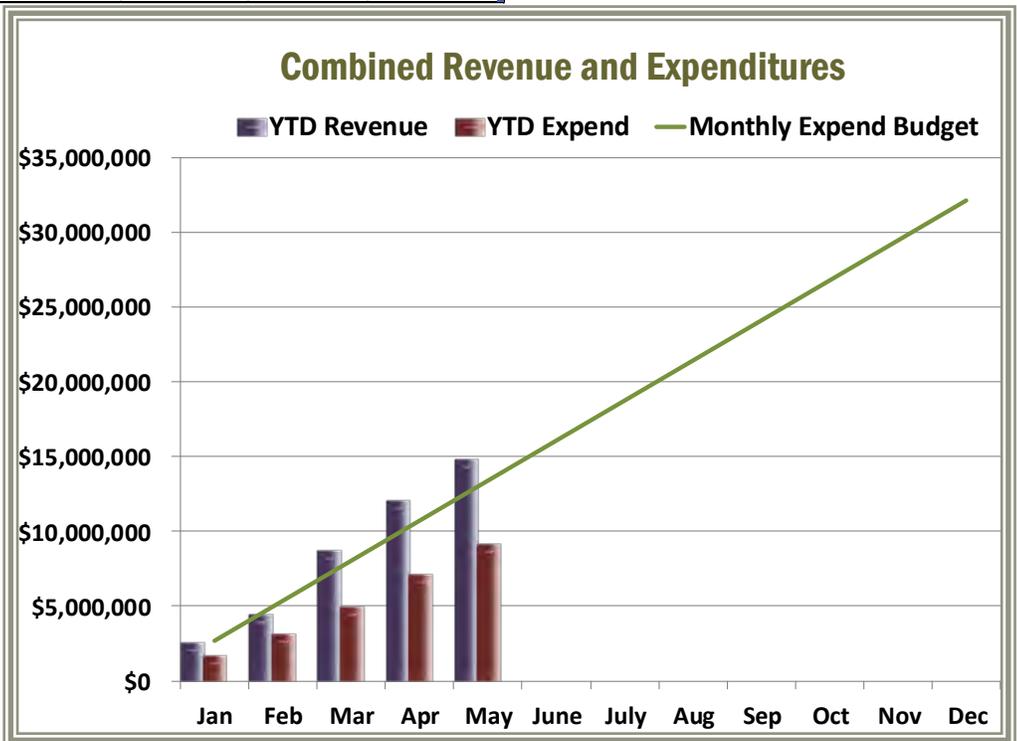
The planning department expenditures reflect the payment of \$307,000 in grant money to the Housing authority. This represents 100% of that particular line item.

Economic development also reflects 100% expenditures in budgeted support for local organizations.

Revenue and Expenditure Compared to Budget

The chart on the right shows monthly revenue compared to monthly expenditure as well as a trend line showing the total 2013 budget expended equally over twelve months.

May YTD revenue total exceeded expenditures by roughly \$5.6 million. Monthly expenditures spread over 12 months equals \$2,675,346 per month. Our total revenue for May was \$2,797,847. This YTD difference will become less as the year progresses and we pay for Capital projects.



Our Vision:

WINDSOR'S hometown feel fosters an energetic COMMUNITY SPIRIT AND PRIDE that makes our town a special place in Northern Colorado.

WINDSOR has a VIBRANT DOWNTOWN AND LAKE which is a community focal point and destination.

WINDSOR has a STRONG LOCAL ECONOMY with diverse business sectors that provide jobs and services for residents.

WINDSOR promotes quality development through MANAGED GROWTH.

WINDSOR residents enjoy a friendly community with HOUSING OPPORTUNITIES, CHOICES for LEISURE, CULTURAL ACTIVITIES, and RECREATION, and MOBILITY for all.

WINDSOR is a GOOD ENVIRONMENTAL STEWARD.



2013 Monthly Financial Report

Town of Windsor
301 Walnut Street
Windsor, CO 80550
Phone: 970-674-2400
Fax: 970-674-2456

The Town of WINDSOR strengthens community through the fiscally responsible and equitable delivery of services, support of hometown pride, and encourages resident involvement.

The key categories coming forth from the recommended 2013 Budget are:

COMPLETING STARTED OR PROMISED PROJECTS

STEWARDSHIP OF THE COMMUNITY ASSETS

CONTINUING TO PREPARE FOR THE FUTURE

MAINTAINING A MOTIVATED (PRIDE) EMPLOYEE GROUP

We're on the Web

www.windsorgov.com