



TOWN BOARD REGULAR MEETING

July 8, 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. 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 24, 2013 Regular Town Board Meeting – M. Lee
2. Advisory Board Appointments – P. Garcia
3. Report of Bills – D. Moyer
4. Resolution No. 2013-38 - A Resolution Appointing a Director to the Boards of Directors for Greenwald Farms Metropolitan District Nos. 1-2 – I. McCargar
5. Resolution No. 2013-39 - A Resolution Appointing a Director to the Boards of Directors for Village East Metropolitan District Nos. 1-3 – I. McCargar
6. Resolution No. 2013-40 -A Resolution Approving and Accepting a Deed of Easement for Municipal Monument Sign near the Interchange of Colorado State Highway 392 and Interstate 25 in the Town of Windsor, Colorado – D. Wagner

C. BOARD ACTION

1. Ordinance No. 2013-1452 - An Ordinance Adopting by Reference the 2012 International Building Code; 2012 International Existing Building Code; 2012 International Residential Code; 2012 International Mechanical Code; 2012 International Plumbing Code; 2012 International Fuel Gas Code; 2012

International Property Maintenance Code; 2009 International Energy Conservation Code, as Amended by the Town of Windsor, Colorado; and the 2011 National Electrical Code, as Amended by the Town of Windsor, Colorado

- Second Reading
 - Legislative action
 - Staff presentation: Joe Plummer, Director of Planning & Ian McCargar, Town Attorney
2. Resolution No. 2013-41 - A Resolution Declaring the Applicability of Certain Provisions of the 2012 International Fire Code and 2012 International Fire Code Standards for Those Portions of the Town Within the Boundaries of the Windsor-Severance Fire Protection District
 - Legislative Action
 - Staff presentation: Joe Plummer, Director of Planning
 3. Resolution No. 2013-42 - A Resolution Adopting the Lakeview Cemetery Master Plan
 - Legislative Action
 - Staff Presentation: Wade Willis, Parks and Open Space Manager
 - Professional consultant: Phil Hendricks, Robert Peccia & Associates
 4. Resolution No. 2013-43 - A Resolution Adopting the Town of Windsor Museum Interpretive Landscape Plan
 - Legislative Action
 - Staff Presentation: Carrie Knight, Art & Heritage Manager
 - Professional consultant: Mark Kosmos, Robert Peccia & Associates
 5. Public Hearing – Conditional Use Grant proposal for oil and gas well facilities (Great Western–Diamond Valley Pad) to be located in the Limited Industrial (I-L) zone district located approximately 250 feet south of Eastman Park Drive and approximately ¾ mile east of State Highway 257 - Shannon Hartnett, Great Western Operating Co., applicant.
 - Quasi-judicial action
 - Staff presentation: Brett Walker, Associate Planner
 6. Conditional Use Grant proposal for oil and gas well facilities (Great Western–Diamond Valley Pad) to be located in the Limited Industrial (I-L) zone district located approximately 250 feet south of Eastman Park Drive and approximately ¾ mile east of State Highway 257 - Shannon Hartnett, Great Western Operating Co., applicant.
 - Quasi-judicial action
 - Staff presentation: Brett Walker, Associate Planner
 7. Consideration of Contract for Purchase and Sale of Vacant Land (Kyger Gravel Pit)
 - Staff presentation: Kelly Arnold, Town Manager & Ian McCargar, Town Attorney

D. COMMUNICATIONS

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

E. ADJOURN



TOWN BOARD REGULAR MEETING

June 24, 2013 - 7:00 P.M.

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

MINUTES

A. CALL TO ORDER

1. Roll Call

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

Also present:	Town Manager	Kelly Arnold
	Town Attorney	Ian McCargar
	Management Assistant	Kelly Unger
	Town Clerk	Patti Garcia
	Director of Finance	Dean Moyer
	Director of Planning	Joe Plummer
	Director of Engineering	Dennis Wagner
	Director of Parks, Recreation & Culture	Melissa Chew
	Director of Public Works	Terry Walker
	Chief of Police	John Michaels
	Human Resources Director	Mary Robins
	Manager of Economic Development	Stacy Johnson
	Associate Planner	Josh Olhava
	Associate Planner	Brett Walker

2. Pledge of Allegiance

Town Board Member Rose led the Pledge of Allegiance.

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

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

Yeas – Baker, Thompson, Rose, 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
Mr. Baker reported at that their June 4 meeting PReCAB recommended approval of both the Lakeview Cemetery and Museum at Boardwalk Park proposed Master Plans; recommended approval of the co-holding conservation easement IGA with Larimer County, and toured the Sheep Draw conservation easement. They will meet again on July 9.
- Town Board Member Thompson – Planning Commission; Tree Board; Great Western Trail Authority
Mr. Thompson was unable to attend the most recent Planning Commission and Great Western Trail Authority Board meetings as he was attending the CML conference which was held at the same time. He shared the Tree Board will be hosting Sick Tree Day on June 25 and will be evaluating trees at 40 + homes throughout Windsor. They will meet again the last Tuesday of July.
- Mayor Pro-Tem Melendez – Downtown Development Authority (DDA); Chamber of Commerce; North Front Range/MPO Alternate
Mayor Pro-Tem Melendez reviewed the DDA Wheels n Deals program that is being coordinated with the USA Pro Challenge event and with a kick off on August 2. The Farmer's Market will begin

weekly sales on Saturday, June 29 and the DDA will be selling bottled water with their own logo during the event; planters and bike racks have been ordered by the beautification committee for downtown and should be installed within 20 days. She had no report from the Chamber of Commerce.

- Town Board Member Rose – Water & Sewer Board; Windsor Housing Authority, Planning Commission Alternate
No report. Windsor Housing Authority met while Mr. Rose was attending CML.
- Town Board Member Bishop-Cotner – Historic Preservation Commission; Clearview Library Board
Mr. Bishop-Cotner had no report for the Historic Preservation Commission. The Clearview Library Board will meet in June 27 – a report will follow.
- Town Board Member Adams – Cache La Poudre Trail Board; Student Advisory Leadership Team (SALT)
No report.
- Mayor Vazquez – North Front Range/MPO
Mayor Vazquez shared the NFRMPO will meet next month.

5. Proclamation – Parks and Recreation Month
Mayor Vazquez read a proclamation naming July as Parks and Recreation Month in the Town of Windsor.
6. Public Invited to be Heard
There was no public comment.

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

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

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

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

Town Board Member Bishop-Cotner moved to approve Ordinance 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; Town Board Member Thompson seconded the motion.

Mr. McCargar presented a brief synopsis of previous Board discussions of this issue, reminding the Board the Ordinance would establish a local Liquor Licensing Authority that would make all liquor licensing determinations.

Mayor Pro-Tem Melendez raised the question if the Town Board were to retain these duties, could they react to violations in a timelier manner. Mr. McCargar replied the Town could respond to violations through a Show-Cause hearing and explained the details of that proceeding. He advised the Board that he would act as prosecutor in a Show-Cause hearing and a third-party counsel would be contracted to advise the Town Board. Mayor Vazquez expressed an interest to be more involved in corrective action. Mr. Thompson reiterated a need to resolve issues in a timely manner while maintaining consistency in resolution of violations; he suggested that the potential for subjectivity exists. Mayor Vazquez noted reliance on the recommendations of Chief Michaels, naming this a task within the scope-of-work of the Town Board. Mayor Pro-Tem Melendez asked if this change would result in an increase to licensing fees. Mr. McCargar responded it would not, as it would not be a significant outlay of funds. Mr. Bishop-Cotner stressed this change would shift responsibility to someone who is an expert and establishes a firm due process rule while eliminating potential litigation. Mr. Adams concurred, calling this proposal a good way to do business.

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

Mr. Adams called the question.

Roll call on the vote resulted as follows:

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

Nays – Melendez, Vazquez. Motion passed.

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

Town Board Member Adams moved to approve Resolution 2013-29; Town Board Member Bishop-Cotner seconded the motion.

Mr. McCargar explained this Resolution would appoint Teresa Ablao to serve as the Local Liquor Licensing Authority. He reviewed both her qualifications and the details of the professional services agreement.

Roll call on the vote resulted as follows:

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

Nays – None. Motion passed.

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

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

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

Nays – None. Motion passed.

NOTE: The record of this hearing shall include the application, staff memorandum, all supporting documents and testimony brought forth in this hearing.

Mr. Olhava reviewed the details of the Conditional Use Grant application and history of this site. He noted the applicant is working with staff to prepare and submit an amended site plan for this location. Mr. Olhava reported at their June 19 meeting, the Planning Commission recommended approval of the Conditional Use Grant extension subject to the following conditions:

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 on 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.

Mayor Vazquez asked the applicants if the conditions presented were acceptable. The applicants answered they were. There was no additional comment from the public.

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

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

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

Mayor Pro-Tem Melendez moved to approve an extension of the Conditional Use Grant; Town Board Member Thompson seconded the motion. Roll call on the vote resulted as follows:

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

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

NOTE: The record of this hearing shall include the application, staff memorandum, all supporting documents and testimony brought forth in this hearing.

Mr. Olhava reviewed the proposed site plan extension request, noting the church plans to move forward with building upon completion of the administrative site plan process. He reminded the Town Board of previous approval of the site plan and modification of building height. Mr. Olhava outlined proposed changes to the building footprint and landscaping. He noted at their June 19 meeting, the Planning Commission recommended approval of the site plan extension subject to the following conditions:

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

Mayor Vazquez asked if the building height modification would need to be reviewed again. Mr. McCargar answered that modification would carry through to the extension. Mr. Rose asked for clarification of the

process. Mr. Olhava noted changes to the building footprint will carry over to the amended site plan when reviewed by staff; all parking requirements have also been met.

Mr. Scott Nielson, NBW Architects spoke briefly, noting the conditions presented are acceptable. He added the height of the steeple has not changed. He added they intend to move on to building review as soon as the amended site plan is approved.

Mayor Pro-Tem Melendez moved to approve an extension of the site plan; Town Board Member Thompson seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None. Motion passed.

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

Mr. Walker presented an overview of the site plan, noting the site plan will be approved administratively as a qualified commercial and industrial site plan. He added the site plan is being presented for the information of the Board. Mr. Walker delineated location, amenities, landscaping, parking and an explanation of waiver request granted by the Planning Commission at their June 19 meeting. He explained the waiver addresses a reconfiguration requested by the applicant to enhance safety, traffic flow, increased sales, visual presence and esthetics, and the applicant has significantly increased landscaping at the site to mitigate any negative visual impacts. Mr. Adams asked if the proposal is in conformance with the corridor plan; Mr. Walker responded that although the site is adjacent to properties outside of the Town of Windsor corporate limits and these properties follow different design standards, this site plan will comply with our standards while blending with its neighbors. In response to a question from Mr. Baker, Mr. Walker explained access routes to and from the facility.

Mr. Wall of Verdad Real Estate and Mr. Meyers, Jr. of TST, Inc., applicant’s representatives, briefly addressed the Board and responded they have no objections to the recommendations of the Planning Commission.

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

Mayor Pro-Tem Melendez moved to approve Resolution 2013-35; Town Board Member Bishop-Cotner seconded the motion.

Mr. Olhava began by stating the applicants Stan and Sara Everitt are requesting to annex approximately 50.3 acres in the Covenant Park/Southwood Lane area. He added the requested zoning for the annexation will be High Density Estate (E2); the annexation will also include a Conservation Easement on the southern half of the property under recorded number 3140703. He concluded staff recommends approval of Resolution 2013-35 as presented.

Mr. McCargar commented this is a unique property, and a “great addition to the community”. Formal action to approve the annexation will take place in the future.

Roll call on the vote resulted as follows:

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

Nays – None. Motion passed.

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

Mayor Pro-Tem Melendez moved to approve Resolution 2013-36; Town Board Member Thompson seconded the motion.

Mr. Moyer began by reviewing the recent audit conducted by Anton Collins Mitchell LLP noting a 2012 refund of Recreation Center bonds. He reported an oversight in the refund transaction reporting process, and this Resolution will alleviate that problem. He recommends approval of this Resolution.

Roll call on the vote resulted as follows:

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

Nays – None. Motion passed.

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

Town Board Member Adams moved to approve Resolution 2013-37; Town Board Member Bishop-Cotner seconded the motion.

Mr. Moyer explained approval of this Resolution would adopt the 2012 Audit. Mayor Vazquez recognized the hard work of the Finance Department in preparation of the budget.

Roll call on the vote resulted as follows:

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

Nays – None. Motion passed.

10. Financial Report – D. Moyer

Mr. Moyer reported sales tax collections for May represent a 15.8 % increase year-to-date over May 2012 collections. He noted a total of 197 new single-family home permits through May, noting that number is greater than the total number of permits issued in 2008, 2009 or 2010; and consequently use tax collection has increased as well. He added revenue collections have surpassed the traditional May benchmark of 42 % of total. Mr. Moyer told the Board of actions with two vendors who have come forward to pay multiple years of previously uncollected sales tax, which may bring collections to the \$6.5 million level for 2013.

Mr. Moyer also reviewed expenditures noting a 29 % of total for 2013. He reported a monthly expenditure average of \$2.6 million. The Board had no questions.

D. COMMUNICATIONS

1. Communications from the Town Attorney

Mr. McCargar thanked the Board for availing him the opportunity to attend this year's CML Conference, calling it a very positive experience. He also reminded Board Members of an Executive Session to follow this meeting.

2. Communications from Town Staff

Mr., Walker reported the Town will seek a grant for further construction at the Waste Water Treatment Plan to achieve Regulation 85 compliance.

Chief Michaels reported August 6 will be the National Night Out and encouraged Town Board Members to participate.

Ms. Garcia also thanked the Board for the opportunity to attend the CML conference, and shared positive comments heard from other communities about life in Windsor.

Mr. Plummer shared a CML representative interviewed him recently for a publication they are preparing focusing on local housing programs targeting low to moderate income residents. He encouraged Board Members to review the publication when released.

3. Communications from the Town Manager

Mr. Arnold reiterated positive comments from other CML attendees. He then invited Mary Robins to the podium to present a loss prevention award from CIRSA for no claims in 2012.

4. Communications from Town Board Members

Mayor Pro-Tem asked the date of the last summer concert, staff replied August 8.

Mr. Adams reported he thoroughly enjoyed the CML conference. He asked for an update on effectiveness and public perception of the new park regulations. Chief Michaels reported an increased police presence in parks, and noted the public has been positive. Mayor Vazquez asked if the situation has improved. Chief Michaels responded he believes it has, noting it is early in the season, but he will provide more details in the near future. Mr. Thompson added his perception is the program is working just as hoped.

Mayor Pro-Tem Melendez moved to adjourn to 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; Town Board Member Thompson seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None. The meeting was adjourned to executive session.

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)

Town Board Member Bishop-Cotner moved to adjourn to 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); Town Board Member Thompson seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None. The meeting was adjourned to executive session at 8:29 p.m.

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

F. ADJOURN

Town Board Member Bishop-Cotner moved to adjourn at 9:23 p.m.; Town Board Member Thompson seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None. The meeting was adjourned.



MEMORANDUM

Date: July 8, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk
Re: Advisory Board Appointments
Item #: B.2.

Background / Discussion:

Town Board Members conducted advisory board interviews on Wednesday, June 26, 2013 and provided a recommendation of the following appointments:

Board of Adjustment

Benjamin George MD – 1 alternate term expiring September, 2016

Historic Preservation Commission

Jessica Dieken – Term expiring March, 2016

Water & Sewer Board

Julie Cline – Term expiring March, 2017

Downtown Development Authority

Dean Koehler – Term expiring April, 2017

Financial Impact:

None.

Relationship to Strategic Plan:

1.C.

Recommendation:

Approve the recommended appointments.

Attachments:

Applications of those being recommended for appointment.

RECEIVED MAY 23 2013

ok 5:45



Town of Windsor
Advisory Board/Commission Application
301 Walnut Street, Windsor, CO 80550
(970) 674-2400
www.windsor.gov

To be considered a candidate for a board or commission, please complete this application and return it to the Town Clerk's Office, 301 Walnut Street, Windsor, CO 80550, fax to (970) 686-7180 or email to pgarcia@windsorgov.com. Application deadlines vary. Late applications will be kept on file for one year for future vacancies.

All positions require residency within the Town of Windsor and some positions require a particular area of experience or vocation. Additional information can be found on the Town's website under Boards and Commissions or contact the Town Clerk's office at (970) 674-2400.

Candidates will be invited to an interview with the Town Board and appointments are made by the Town Board as a whole.

Name of Board or Commission: Board of Adjustment

Name: Benjamin George, M.D.

Address: 2113 Outer Banks Ct

Day Phone: 210-471-1217 Night Phone: 210-471-1217

E-Mail Address: bengeorge1@sbcglobal.net

Which Town District do you live in? (see attached map) 6 Are you a registered voter? yes

Current Occupation: Physician Employer: Northern Colorado Medical Center

Do you currently serve, or have you served previously, on a board or commission? If so, which one(s)?
No

Why do you want to become a member of this particular board or commission? I would like to get involved with our city government + contribute to our community

Briefly explain what you believe are the two most important issues facing this board or commission, and how do you believe this board or commission should address each issue?

1) Being able to keep our small town feel while allowing + encouraging growth. We should address each issue that arises fairly + equally.

2) To be an open, fair + balanced board that appropriately addresses citizens concerns.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I was in the Army for 11 years. I have developed leadership skills & also understand how committees work. As a physician, I also understand how to listen carefully to people

Please specify any activities which might create a conflict of interest that would prevent you from official action if you should be appointed to this board or commission:

Have you attended a meeting of the board or commission you are applying to or talked to anyone currently on the board? Yes No

Comments:

What are the positive aspects of the board or commission you are applying for? What would you like to see changed?

Allowing residents a second look at important issues they face.

All applicants are strongly encouraged to attend a regularly scheduled meeting of the board or commission for which they are applying.

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 for assistance.

I certify that all statements on this form are true and complete. I further understand that false statements shall be sufficient cause for rejection of this application or for grounds to apply the penalty provisions of the Code of Ethics.

Signature:



Date:

5/23/13

Rec'd 4/11/13
6:10

Town of Windsor, Colorado
Application for Historic Preservation Commission Membership

The Historic Preservation Commission will meet monthly. Commission members will be asked to attend training and educational workshops occasionally throughout the year which may require travel to Denver and nearby communities.

Qualifications:

1. Applicant must be a resident of the Town of Windsor
2. Applicant shall have demonstrated interest, knowledge or training in fields closely related to historic preservation. Preservation related disciplines include, but are not limited to, history, architecture, planning and archaeology.

Name Jessica Dieken

Mailing Address 316 Whitney Bay
Windsor, CO 80550

Residence Address 316 Whitney Bay
Windsor CO 80550

Phone Home 970-539-0084 Work " Cell "

Email Address Jessicadiekena@gmail.com

How long have you lived in Windsor? 3 months - resident of Northern Colo. for over 27 years

Occupation Communications/Marketing

Employer _____

Volunteer, Board, and Committee Affiliations, past and present, including Town of Windsor Boards:

Town of Windsor, Colorado
Application for Historic Preservation Commission Membership (2)

Please list any licenses, certificates, education, specialized training, abilities and/or skills that may be applicable to this Commission:

Bachelors Degree from the University of Northern Colorado and History.

Why are you interested in serving on the Historic Preservation Commission?

I am a great lover of history. Growing up, my father and I shared a passion for learning about the past which followed me throughout my childhood. I studied history at ~~Colorado~~ the University of Northern Colorado. I enjoy personal history, genealogy, and am always interested in identifying new historical facts.

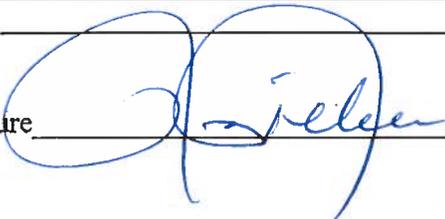
Are you available and committed to attending meetings?

Yes

Please specify any activities which might create a serious conflict of interest if you are appointed to the Historic Preservation Commission.

My work schedule is Monday through Friday 8:00am - 5:30pm.

Signature



Date

4/10/13

Thank you for your interest in the Historic Preservation Commission!



Advisory Board/Commission Application

To be considered a candidate for a board or commission, please complete this application and return it to the Town Clerk's Office, 301 Walnut Street, Windsor, CO 80550, fax to (970) 686-7180 or email to pgarcia@windsorgov.com. Application deadlines vary. Late applications will be kept on file for one year for future vacancies.

Qualifications: All positions require residency within the Town of Windsor and some positions require a particular area of experience or vocation.

Additional information can be found on the Town's website under Boards and Commissions or contact the Town Clerk's office at (970) 674-2400.

Candidates will be invited to an interview with the Town Board and appointments are made by the Town Board as a whole.

Name of Board or Commission: Water + Sewer Board

Name: Julie Cline

Address: 418 Fieldstone Drive

Day Phone: cell 970-217-4554 Night Phone: home 970-686-6288

E-Mail Address: jcline@hp.com alt email: juliewildtree@yahoo.com

How long have you been a resident in Windsor? 2 years

Current Occupation: Comm Notebooks Employer: Hewlett Packard

Do you currently serve, or have you served previously, on a board or commission? If so, which one(s)?
I have served on Economic Development Committees.

Why do you want to become a member of this particular board or commission?
I want to be active in my town's future.

Briefly explain what you believe are the two most important issues facing this board or commission, and how do you believe this board or commission should address each issue?

1) Drought and water usage - clean, drinkable water. Work with area reservoirs and develop more opportunities within the town.

2) Fracking and water usage + disposal - again make sure the water contracts will cover the town's need first, then industrial.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I possess a BS in Marketing from UNL, MBA from the University of Mississippi, Volunteer in the Classroom for Weld RE4 schools, and feel a real pride in my town.

Please specify any activities which might create a conflict of interest that would prevent you from official action if you should be appointed to this board or commission:

None

Have you attended a meeting of the board or commission you are applying to or talked to anyone currently on the board? Yes No

Comments:

If not appointed at this time, would you be interested in serving on any other advisory boards or commissions at the Town of Windsor? If so, please list any preferences: Board of

Adjustments.

All applicants are strongly encouraged to attend a regularly scheduled meeting of the board or commission for which they are applying.

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 for assistance.

I certify that all statements on this form are true and complete. I further understand that false statements shall be sufficient cause for rejection of this application or for grounds to apply the penalty provisions of the Code of Ethics.

Signature:

Julie A. Co

Date:

4/11/2013



Call @ 4:45 pm

Rec'd 0/31/13 6:15

Downtown Development Authority Board Application

To be considered a candidate for the Downtown Development Authority (DDA) Board, please complete this application and return it to the Town Clerk's Office, 301 Walnut Street, Windsor, CO 80550, fax to (970) 686-7180 or email to pgarcia@windsorgov.com. Application deadlines vary. Late applications will be kept on file for one year for future vacancies.

Qualifications:

- 1) Applicants must reside, be a business lessee or own real property in the DDA district. An officer or director of a corporation having its place of business in the district is eligible to apply.

Candidates will be invited to an interview with the Town Board and appointments are made by the Town Board as a whole.

Name of Board or Commission:
Name: DEAN KOEHLER
Address: 10285 CR 76 1/2 WINDSOR, CO 80550
Day Phone: 970-686-9191 Night Phone: 970-214-4495
E-Mail Address: KWDEANKC@gmail.com

How long have you been in the in Windsor DDA district?
Current Occupation: HEAD JANITOR Employer: K&W PRINTING OWNER

Please list your work experience, community involvement and other interests which apply to the DDA Board (please include your personal history or involvement in downtown Windsor):

I have owned and operated K&W PRINTING SINCE 1991, MANAGER OF WINDSHORE, LLC SINCE 1999, MEMBER OF COWS CLUB SINCE 2004

Briefly describe the reasons for your interest in serving on the DDA Board:

I am interested in improving opportunities for small business to grow and ensuring a positive business climate in Downtown

Briefly explain what you believe are the two most important issues facing the DDA Board and how do you believe this board should address each issue?

- 1) How to attract more customers into the DDA zone. The age old problem of parking and accessibility. Then getting businesses behind the possible solutions

2) We have several hundred car drive through
downtown. Not everybody will stop but many
people in Windsor don't even know all the businesses
in the DDA. Solution - ??? needs to be a
collective discussion.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board:

BUSINESS OWNER & MANAGER FOR 23 YEARS
FORMER SBA CONSULTANT DEKALB, FL 1 year
M.S. in INDUSTRIAL MANAGEMENT

Please specify any activities which might create a conflict of interest that would prevent you from official action if you should be appointed to this board:

ONLY ISSUES WHERE I WOULD EXCLUDE MYSELF
ON MY PERSONAL BUSINESS INTERESTS KAW, LAKE SHORE

Have you attended a meeting of the DDA Board or talked to anyone currently on the board? Yes No

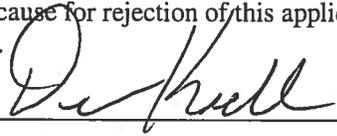
Comments: _____

If not appointed at this time, would you be interested in serving on any other advisory boards or commissions at the Town of Windsor? If so, please list any preferences: NO

All applicants are strongly encouraged to attend a regularly scheduled meeting of the board or commission for which they are applying.

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 for assistance.

I certify that all statements on this form are true and complete. I further understand that false statements shall be sufficient cause for rejection of this application or for grounds to apply the penalty provisions of the Code of Ethics.

Signature:  Date: _____

TOWN OF WINDSOR

REPORT OF BILLS

June 1, 2013

*At the regular meeting of the Town Board of the Town of Windsor,
Colorado, held in the Town Hall Board Room on July 8, 2013
the following claims were presented, examined, and approved by the Windsor Town Board.*

VENDOR	DESCRIPTION	FUND	AMOUNT
1st Bank of Northern Colorado	bi-weekly payroll deductions/health insurance	GF	8,019.55
1st Bank of Northern Colorado	bi-weekly payroll deductions/health insurance	GF	8,217.48
A-1 Chipseal Co	2013 roadway seal project	CIF	155,511.90
Aaron Walker Music	SCS permormance 06/20	GF	1,870.00
ABS0	May 2013 background screening	GF	2,712.18
ABS0	April 2013 Background Screenings	GF	1,423.21
Adams, Ivan	CML Conf reimb-mileage	GF	170.63
Adams, Ivan	CML conference per diem	GF	92.00
AFLAC	employee payroll deduction June 2013	GF	796.10
Agfinity	weed spray	GF	2,635.60
Agfinity	fuel	FMF	6,644.38
Air Comfort, Inc.	HVAC service agreement	FS	5,286.50
Alecia Marquardt	Farmer's market perf	GF	25.00
Alsco Inc.	linen rental	CRCF	254.00
Altec Industries	strobe light/bracket	FMF	114.76
Amsoil, Inc.	2 cycle oils	FMF	51.23
Aqua Engineering, Inc.	Windsor Village irrigation	CIF	573.90
Arapahoe Rental	propane, sod cutter rental	GF	124.05
Arapahoe Rental	carbine blade	FMF	39.80
Arnold, Kelly	CML Conf reimb-lodging, mileage	GF	680.63
Arnold, Kelly	conference per diem/Vail	GF	110.00
ASCAP	2013 license fee	GF	330.80
AT&T Mobility	telephone svc	GF	83.98
Baker, Myles	CML Conf reimb-lodging, mileage	GF	680.63
Baker, Myles	CML conference per diem	GF	110.00
Barefoot Farms, Inc.	mowing at parks	GF	1,172.50
Barker Rinker Seacat Architecture	CRC public mtgs-expansion study	CIF	4,486.61
Baseline Assoc	Pre-employment Polygraph test	GF	140.00
Bay Service, LLC	concert series performer	GF	1,000.00
Beegle, David L	concert series performer	GF	2,300.00
Belmire Sprinkler & Landscaping, Inc.	Windsor Village irrigation	CIF	11,705.68
Bestway Concrete Company	flow fill mix/Garden Drive	CIF	232.50
Beth Mosko	Farmer's market perf	GF	50.00
BHA Design Inc	392/I-25 Community Identification signs	CIF	719.75
Big R of Greeley, Inc.	hardware cable	GF	59.20
Bishop-Cotner, Robert	CML conference per diem	GF	128.00
Bobcat of the Rockies LLC	coupler	FMF	44.64
BP Energy co	sales tax refund	GF	1,249.41
BP Energy co	sales tax refund	CIF	832.94
BP Energy co	sales tax refund	CRCF	138.81
Bunting Disposal, Inc.	trash service	GF	749.50
Bunting Disposal, Inc.	trash service	CRCF	113.75
Bunting Disposal, Inc.	trash service	SF	21.50
Canteen refreshment services	coffee service	GF	56.08
Capano, Stacey	clip tension reimb	FS	9.49
Caroline Elliott/Northern Peaks Embroidery	uniforms embroidered	WF	61.80
Carolos Marin	Farmer's market perf	GF	75.00
Carrier Corporation	HVAC repairs CRC	FS	392.22

VENDOR	DESCRIPTION	FUND	AMOUNT
Cash-Wa Distributing Co	concession supplies	GF	1,981.33
CEM Sales & Service	pool chemicals	GF	3,690.25
CEM Sales & Service	install 2 lifts at pool	CIF	1,500.00
Century Environmental Hygiene	propylene glycol test	FS	670.00
Century Link	utilities	GF	613.75
Century Link	utilities	GF	162.46
Century Link	telephone svc	CRCF	613.75
Century Link	telephone svc	CRCF	6.49
Century Link	utilities	GF	484.43
Century Link	utilities	SF	416.26
CenturyLink	phone service	GF	484.43
CenturyLink	phone service	SF	416.26
Certapro Painters	pool paint interior/exterior	CIF	8,512.00
Certapro Painters	Bridgeport Painting/graffiti	GF	750.00
Chambers Plumbing & Heating, Inc.	metal duct fabrication	FS	205.57
Chematox	5-panel drug screen	GF	57.50
Chematox Lab	drug screenings	GF	502.50
Cherokee Trail Dugout Club	baseball tourney fee	GF	1,150.00
City of Greeley	water purchased	WF	27,484.90
Clear Water Solutions	augmentation plan, general water services	KERN	1,227.59
Clear Water Solutions	Gen water services-non-potable	KERN	2,103.87
Clear Water Solutions	augmentation plan	KERN	225.00
Clementi, P. Andrew	concert series performer	GF	1,800.00
Coca-Cola Enterpr	concess supplies	GF	2,639.16
Coca-Cola Enterprises	concession supplies	GF	1,150.84
Colorado Analytical Lab	lab sample test WWTP	SF	112.00
Colorado Asphalt Services, Inc.	asphalt	GF	1,810.00
Colorado Coach Transporation, LLC	senior trip transporation	GF	250.00
Colorado Code Publishing Company	code hosting	GF	120.00
Colorado Dept of Revenue	State sales tax due on prior year concessions sales	GF	5,240.00
Colorado Designscape Inc	Northern lights pymt 4	PIF	203,794.90
Colorado Equipment LLC	beacon light, light switch know	FMF	46.65
Colorado Health Medical Group	Rapid drug test	GF	40.00
Colorado Kenworth	air dryer	FMF	105.63
Colorado Mosquito Control	mosquito control	SDF	13,116.93
Colorado State University	Lake water testing	GF	60.00
Colorado State University	lake water testing	GF	30.00
Colorado State University	lake water testing	GF	60.00
Coloradoan Media Group	public notices	GF	423.88
Coloradoan Media Group	legal notices	CIF	38.60
Comcast Cable Communicaitons LLC	internet service	ITF	209.90
Comcast Cable Communicaitons LLC	CRC Cable/music	CRCF	235.82
Concentra Medical Centers	blood tests	GF	930.00
Concentra Medical Centers	employee drug testing	GF	545.00
Coral Creek	concert series performer	GF	1,000.00
Coren Printing	printing-bus cards,namplts,badges,envvelopes	GF	531.00
Coren Printing	printing-name badges for new employees	CRCF	16.00
Coren Printing	printing-envvelopes,gold window envelopes	WF	163.00
Coren Printing	printing-envvelopes,gold window envelopes	SF	163.00
Coren Printing	printing-envvelopes,gold window envelopes	SDF	163.00
Coren Printing	printing-bus cards,namplts,badges,envvelopes	ITF	66.00
Cub Scouts Pack 57	pool reservation refund	GF	300.00
Dale's Environmental svcs	camera drainage line CRC	FS	300.00
Dana Kepner	Repair clamps, coupling	WF	1,692.69
Dana Kepner Co Inc	meter box & curb box keys	WF	414.00
Data West Corporation	system care/Billmaster	WF	53.33
Data West Corporation	system care/Billmaster	SF	53.33
Data West Corporation	system care/Billmaster	SDF	53.34
Data West Corporation	system care/Billmaster	ITF	1,405.00

VENDOR	DESCRIPTION	FUND	AMOUNT
Dataprint	Water e-bill svc + inserts	WF	2,175.38
Dataprint, LLC	processing & mailing of utility statements	WF	1,471.31
Dataprint, LLC	processing & mailing of utility statements	SF	1,471.31
Dataprint, LLC	processing & mailing of utility statements	SDF	1,471.33
Deal, Brad	reimbursement-baseball tournament fees	GF	1,345.00
Deal, Brad	baseball tourney fee reimbursement	GF	600.00
Deal, Brad	Tourney fee reimb-high school baseball	GF	200.00
Dean A. Pendleton	oil pressure set	FMF	191.99
Diamond Club Baseball	varisty baseball tournament fee	GF	400.00
Diaz, George	reimbursement for license renewal	FMF	37.00
Digipix	counter culture exhibit panels	GF	1,125.18
DigiPix	museum banner.,SCS sponsor banners	GF	434.75
Duane Fisher	Water refund	SF	20.00
Duane Fisher	Water refund	SDF	4.53
Eaton Grove Nursery LTD	trees, grasses, plants	GF	260.62
Enviropest	pest control	GF	240.00
Enviropest	pest control	WF	75.00
Enviropest	pest control	FS	112.00
Erie Baseball Club	JV baseball league fees	GF	800.00
Evident	tubing, evidence bags, shipping	GF	108.00
Family Support Registry	wage assignment	GF	51.69
Family Support Registry	wage assignment	GF	296.57
Family Support Registry	wage assignment	GF	296.57
Family Support Registry	wage assignment	GF	51.69
Farnsworth Group, Inc.	WWTP Headworks Conctruction Administration	SF	1,551.17
Farnsworth Group, Inc.	interim lift station relocation	SF	4,353.44
Farrington, Linda	recreation refund	GF	72.00
Fastenal	safety hangers	FS	165.53
Fedex	shipping-HR	GF	21.54
Felsburg Holt & Ullevig, Inc.	Quiet zone study	CIF	979.18
Fine Tree Service	locust bug spray	GF	400.00
Fish Window Cleaning	contract window cleaning-CRC	FS	1,250.00
Fish Window Cleaning	contract window cleaning-PD	FS	415.00
Fisher, Duane	Water refund	WF	34.86
Force America Distributing, LLC	filter elements	FMF	162.85
Fort Collins-Loveland Water Dist	water purchased	GF	183.62
Fort Collins-Loveland Water Dist	water purchased	WF	29,393.80
Frchetti Engineering Inc.	engineering services/United Forest Service, SCADA	KERN	3,013.70
Frey McCargar Plock & Root, Inc.	legal services	GF	24,000.00
Frey McCargar Plock & Root, Inc.	filing recorder fees, vs. young/del lago	GF	1,306.05
Friedman, Mark D.	concert series performer	GF	1,000.00
Fulte, Ted A.	concert series performer	GF	2,000.00
Galls, LLC	flashlight, belts, radio holders	GF	109.65
Galls, LLC	locking holster	GF	57.48
Garcia, Patti	CML Conf reimb-mileage	GF	170.63
Garcia, Patti	CML conference per diem	GF	146.00
Garretson's Sport Center	baseballs, bases, batting tees, softballs	GF	1,988.16
General Air	welding supplies	GF	59.98
General Air	CO2 for pool	FS	260.91
GLH Construction	hydrant repair	WF	750.00
Golf & Sport Solutions, LLC	field chalk	GF	48.00
Grainger, Inc.	back up light	FMF	88.02
Grainger, Inc.	wall base/filters	FS	189.34
Great Western Railway of Colorado	trail #2 track panels	CTF	11,325.55
Greeley Lock & Key	DV lock replacements	GF	1,026.80
Greeley Lock & Key	remade keys,repair locks,re-keyed locks,	FS	523.19
Gulley Greenhouse	flowers for beds at Pool	GF	191.85
Gulley Greenhouse	flowers for beds at Pool/gazebo	GF	648.85
Harbor Freight	service cart	FS	37.99

VENDOR	DESCRIPTION	FUND	AMOUNT
Hay, Beth Susanne	preschool program	GF	147.00
Hayneedle	pool furniture/ADA benches	CIF	6,547.00
Hensley Battery LLC	battery	FMF	79.84
Higuera, Richard	reimb for meals during training	GF	20.49
Hillyard Inc.	gloves, soap, bucket, squeegee, vacuum recovery system	FS	1,395.30
Hireright Solutions	DOT drug testing	GF	127.20
Home Depot USA, Inc.	exhibit design - lumber, fixtures, hardware	GF	170.41
Home Depot USA, Inc.	new base-coving & adhesive	FS	89.98
Hotsy Equipment of Northern Colorado	Service on unit	FMF	137.00
Huber Technology, Inc.	rotamat fine screen/ 80% of payment	SF	143,200.00
Instrument & Supply west inc	repair PRV-North weld vault	WF	1,035.50
Interstate battery of the Rockies	NIHM FM batteries	GF	139.80
Interstate Battery of the Rockies	NIHM FM battery	GF	69.90
Interstate Battery of the Rockies	batteries	FS	76.12
Interwest Consulting Group	Cornerstone/Eastman engineering svc	CIF	8,806.50
Ironsmith	Bollards 5th/Main insurance	GF	2,487.00
Jax, Inc.	uniform allowance	GF	99.98
Jax, Inc.	uniform allowance	GF	141.97
JCG Technologies	software support renewal	ITF	890.00
John Brunner & Company	maintanance pool boiler	FS	285.00
John Deere Co	John Deere mower	FMF	10,683.93
John E. Reid and Associates, Inc.	interview/interrogation training	GF	550.00
JUB Engineers	WCR21 bridge engineer svcs	CIF	2,363.50
JUB Engineers	WCR 21 Bridge Engineers	CIF	10,301.12
Justin Roth	Farmer's market perf	GF	75.00
Kellison Corp	Windsor share/sealcoating	CIF	1,099.31
Ken Kawamura	conference per diem	GF	218.00
Kenz & Leslie Dist	power steering conditioner,carb cleaner	FMF	121.60
Kidz Explore	sporties for Shorties classess	GF	184.80
Kiel Grove	Farmer's market perf	GF	50.00
Kimberly Ann Emil, Attorney at Law	town prosecutor services	GF	4,185.00
King Soopers	concession supplies, senior coffee club, picnic supplies	GF	984.14
King Soopers	gloves, birthday cake	CRCF	58.92
Kinsco	uniform allowance	GF	209.95
Kinsco, LLC	employee shirts	GF	149.97
Klimek, Rick	reimb for meals during training	GF	104.60
L&M Enterprises	contract landscape maintenance	GF	3,159.12
Land Title Guarantee Co	Research on Ownership of outlot	GF	14.32
Lane Meadows Congress LLC	concert series performer	GF	1,250.00
Larimer County Sales & Use Tax	use tax collections	GF	26,058.79
Lawrence Jones Custer Grasmick	legal services	GF	2,824.10
Lawson Products, Inc.	washers, fittings, connectors	FMF	200.19
Leads online	total track svc pckg renewal	GF	1,668.00
Lee, Mary	mileage reimb-board mtg refresh	GF	34.18
Leonard Rick Engineers, Inc.	Kyger storage infrastrucutor feasibility study	KERN	7,036.50
Letofsky Sport Services	baseball tourney fee	GF	900.00
Lewan & Associates, Inc.	project management/ IT upgrade	ITF	4,535.99
Lewan & Associates, Inc.	dell precision T1650, Fed ex shipping	ITF	3,065.00
Lewan & Associates, Inc.	engineer level 3 project	ITF	2,311.47
Lewis, Perry	uniform	SDF	35.76
Liley, Rogers & Martell, Inc.	legal services	DDA	597.50
Lind & Ottenhoff	legal services	GF	2,073.55
LL Johnson Distributing Company	field chalk	GF	378.00
LL Johnson Distributing Company	irrigation heads,supplies	GF	907.08
Lorna Floyd	Farmer's market perf	GF	50.00
Lorna Floyd	Farmer's market perf	GF	50.00
Lorna Floyd	Farmer's market perf	GF	50.00
Loveland Ford Lincoln	Service on unit 80	FMF	11.14
Mac Equipment	repair blower assembly	FMF	653.89

VENDOR	DESCRIPTION	FUND	AMOUNT
MAC Equipment	spring clip bracket,seal,gasket	FMF	44.87
Madden, Kelly	recreation refund	GF	120.00
Madrick, John	business license refund	GF	10.00
Mail N Copy	beer garden signs	GF	87.00
Mantooth Marketing Company	Wheel & Deal project press packet	DDA	1,433.21
Manweiler Hardware, Inc.	brushes, tools, padlocks, pool supplies, trim line, clamps	GF	533.52
Manweiler Hardware, Inc.	paint, keys, battery, brush, bits	WF	61.15
Manweiler Hardware, Inc.	paint, keys	SF	14.26
Manweiler Hardware, Inc.	tank sprayer, spray paint & grip	FMF	37.93
Manweiler Hardware, Inc.	heat element, grease, tape, bug spray	FS	52.74
McCandless Truck Center	software to diagnose equipment	FMF	326.00
Melendez, Kristie	CML Conf per diem	GF	92.00
Melendez, Kristie	CML conference per diem	GF	92.00
Michael Todd & Company, Inc.	signs	GF	71.12
Michael Todd & Company, Inc.	street name signs	GF	702.00
Milliken Johnstown Electric	CRC irrigation well repairs	GF	65.00
Mines & Associates PC	employee assistance plan	GF	243.00
Mines & Associates PC	employee assistance plan	CRCF	16.20
Mines & Associates PC	employee assistance plan	WF	9.72
Mines & Associates PC	employee assistance plan	SF	9.72
Mines & Associates PC	employee assistance plan	SDF	3.24
Mines & Associates PC	employee assistance plan	FMF	9.72
Mines & Associates PC	employee assistance plan	ITF	9.72
Mines & Associates PC	employee assistance plan	FS	19.44
Miracle Recreation Equipment co	playground repairs Founders,Boardwalk parks	GF	1,437.75
Mohr Fire LLC	SCS Perf 7/04/13	GF	1,000.00
Moore, Kelly	Cheer team May	GF	873.50
Mountain States Employer's Council	Annual employment law update	GF	199.00
Napa Windsor	hitch pin	GF	8.99
Napa Windsor	thermometer, gloves, seat cover, spark plug, hitch pins	FMF	607.15
National Alliance for Youth Sports	NYSICA coach certificates	GF	120.00
National Alliance for Youth Sports	startsmart baseball supplies	GF	520.00
National Meter & Automation	washers,paint, meter bases/heads	WF	10,008.14
National meter & automation inc	pit meter/yokes	WF	5,220.48
National Recreation & Park Assoc	membership for 4 staff	GF	473.00
National Research Center	2013 NCS Survey balance due	GF	4,000.00
Natural Therapyz	gift card for wellness awards	GF	50.00
NCCG - Northern Colorado Comm Group	recruiting ads	GF	1,915.08
New Windsor Metropolitan Dist	Brunner Farm/Founder's park irrigation	GF	237.48
Newegg Inc.	UPS battery	ITF	148.84
Newegg Inc.	battery backup unit	ITF	1,299.99
North Colorado Medical Center	safe sitter classes	GF	739.20
North Front Range MPO	unified planning work	GF	870.36
North Weld County Water District	water purchased	WF	62,038.01
Office Depot	office supplies	GF	1,196.36
Office Depot	office supplies	CRCF	0.77
Office Depot	office supplies	ITF	1.15
Office Depot	office supplies	FS	2.30
Office Depot	office supplies/returns	GF	512.84
Office Depot	office supplies/returns	CRCF	8.54
Office Depot	office supplies/returns	FMF	51.88
Office Depot	office supplies/returns	ITF	41.30
Office Depot	office supplies/returns	FS	25.54
Officescapes	replacement chairs for Finance due to flood	GF	1,229.40
OJ Watson Equipment	lift gate installation on 2 new trucks	FMF	4,050.00
Old National	Energy efficiency lease puch	FS	3,455.41
O'Reilly Auto Parts	parts/supplies	FMF	137.97
Pappas, Mara	recreation refund	GF	85.00
Parker AG Services, LLC	bio-solids removal	SF	108,803.63

VENDOR	DESCRIPTION	FUND	AMOUNT
Payflex Systems USA, Inc.	employee flexible spending/payroll deductions	GF	585.00
Petty Cash-PD	supplies, stamps	GF	49.74
Pioneer Sand	fabric/rock for Treasure Island	GF	296.26
Pitney Bowes	postage meter rental	GF	245.24
Pitney Bowes	postage meter rental	CRCF	15.33
Pitney Bowes	postage meter rental	WF	30.60
Pitney Bowes	postage meter rental	SF	15.33
Poudre Valley Health Care Inc	blood draws	GF	590.00
Poudre Valley Medical Fitness	Aqua aerobics lease space	GF	180.00
Poudre Valley REA	utilities	GF	1,883.07
Poudre Valley REA	utilities	GF	312.46
Poudre Valley REA	utilities	WF	31.33
Poudre Valley REA	utilities	SF	1,942.46
Poudre Valley REA	utilities	GF	5,531.83
Poudre Valley REA	utilities	WF	31.98
Poudre Valley REA	utilities	SF	15,653.19
Poudre Valley REA	utilities	GF	1,518.02
Poudre Valley REA	utilities	WF	905.28
Poulsen	refund for overpymt on Road impact fees	CIF	8,127.00
Prairie Mountain Publishing	HR ads	GF	1,742.70
Press, Katy	N. Colorado retail updat consultant	GF	250.00
Procopio, Rhonda	dog training class	GF	238.00
Red Dog Signs and Wraps	shield decals	FMF	262.50
Reveille Entertainment	final payment SCS 08/08	GF	750.00
Rex Oil Co	transmissions fluid	FMF	1,769.05
Rex Oil Co	coolant 50/50	FMF	117.24
Rex Oil Co	oil kits	FMF	157.40
Robert Peccia & Assoc	Cemetery/museum landscape plan svcs	CIF	27,748.75
Rocky Mountain Wildlife Svcs	Prairie Dog burrows fumigation	WF	826.50
Ronald C. & Carol E. Hoffman	gloves for spraying weeds	GF	460.00
Ronald C. & Carol E. Hoffman	Gloves	GF	468.00
Rose, Jeremy	CML conference per diem	GF	146.00
Rouselle Enterpr	Creamins Vault	GF	130.00
Rovero, Veronica	recreation refund	GF	55.00
Roy Osborn	Balance due-SCS sound services	GF	3,125.00
Safebuilt	permit fees May 12013 reimb	GF	86,938.69
Safeway	event supplies/refresh, board mtg refresh	GF	58.35
Safeway	mtg refresh	WF	4.99
Safeway	admin assistant day treats	GF	30.49
Sam's Club	concess supplies,tie downs,rags, detergent,PW bbq food	GF	7,697.22
Sam's Club	tie downs,rags,air freshener,detergent	FMF	223.68
Scott's Electric & Bucket Truck Svc	pump repair CRC	FS	198.00
Seacrest group	lab sample test WWTP	SF	1,525.00
Sean B. Grogan	summer baseball umpires	GF	5,830.00
Silverback Graphics LLC	embroidery for cheer uniforms	GF	185.00
Society for Human Resources	SHRM Annual membership fee	GF	180.00
Southern Exposure Landscape Management	mow/trim 3 parks	GF	474.00
SPC-Sigma planning corporation	investment mgmt fees	WF	500.00
Spokes, Inc.	patrol car bike rack	GF	164.99
Sport About	lifeguard suits	GF	1,692.40
Spradley Barr Ford	antifreeze,brake lining/rotors,control assembly	FMF	549.07
Standard Insurance Company	employer paid insurance	GF	2,747.84
Staples	office supplies	GF	10.98
Staples	office supplies	ITF	681.85
Stephen Jones	Farmer's market perf	GF	50.00
Stephen Jones	Farmer's market perf	GF	50.00
Stephen Jones	Farmer's market perf	GF	50.00
Summit Supply	ball valve-pool, plumbing parts-shwr boardwlk pk	FS	355.75
Summit Supply	plumbing parts	FS	180.54

VENDOR	DESCRIPTION	FUND	AMOUNT
Swanson, Stacey	mileage reimb-bank runs 2nd qtr	GF	28.52
Taryn Johnson	Farmer's market perf	GF	25.00
The Humane Society of Weld County	animal housing & care	GF	378.93
Thoen, John M.	acoustical drop ceiling installation	CIF	625.00
Thomas Eckrich	Svc plaque for water board member	WF	40.00
Thompson, Don	CML conference per diem	GF	128.00
Timberline Electric and Control	install new program logic controller	SF	22,674.13
Timberline Electric and Control Corp	emergency repair/N. Weld vault	WF	1,185.74
Tometich, Scott	conference per diem	ITF	534.62
Traffic Master, Inc.	flagger certification	GF	40.00
Trane US	HVAC repairs-TH	FS	704.30
Transpro	freight ready mix blocks for enclosure	CIF	825.00
Tri-tech Security	alarm svc-CRC, monthly alarm monitoring fee	FS	221.50
Tri-tech Security	qtrly fire/security alarm monitoring	GF	168.00
Tri-tech Security	Monthly Fire Alarm	FS	66.00
Two Men and a Truck	Moving svcs-Counter culture exhibit	GF	190.00
Ultramax Ammunition	12 gauge shells	GF	184.00
UMR bank	mtg meals, forum	GF	110.37
UMR bank	Event meal, supplies, sign, certificate	GF	929.23
UMR bank	Conference, lodging, meals, supplies	GF	1,333.82
UMR bank	class, supplies, Senior & SALT meals	GF	142.97
UMR bank	Archery supplies, SALT & Senior meals, Senior Trips	GF	325.60
UMR bank	Tape, wood, bols, antiques, Educational supplies for museum	GF	284.11
UMR bank	Lunch, table for office, interview refreshmnts, advertising	GF	396.64
UMR bank	2 digital cameras, PATC webinar	GF	179.98
UMR bank	Trash cans, stools, printing, meals	GF	1,369.05
UMR bank	ATSSA traing, lunch mtg, APWA conference fee	GF	330.00
UMR bank	Cords, cheer uniforms, return uniform for credit	GF	1,583.45
UMR bank	APWA tshirts, ATSSA training	GF	419.20
UMR bank	Coffee w/mayor, lunch mtg	GF	109.28
UMR bank	Book, plants, supplies, Rockies/movie tickets	GF	375.09
UMR bank	Board mtg meals, admin day flowers	GF	517.00
UMR bank	Lunch, town mgr/staff, mtg refreshments	GF	79.58
UMR bank	Coloradoan subscription-monthly	GF	7.33
UMR bank	Nat'l PW week BBQ food	GF	18.72
UMR bank	Cemetery clean up food	GF	48.00
UMR bank	Book, plants, supplies, Rockies/movie tickets	GF	95.49
UMR bank	Trash cans, stools, printing, meals	CRCF	846.59
UMR bank	ATSSA traing, lunch mtg, APWA conference fee	SDF	8.74
UMR bank	SSL certification	ITF	177.98
UMR bank	TOW permit-irrigate well Boardwalk Park	KERN	28.75
United Way of Weld County	employee donation	GF	15.00
United Way of Weld County	employee donation	GF	15.00
USA Bluebook	operation wastewater books	WF	445.91
USA Bluebook	brushes,alum pole, gloves,	SF	484.44
USA Bluebook	gate valves, meter box pump	WF	634.24
Utility Notification Center	locate transmissions	WF	511.82
Vartec Telecom	telephone - fax machines	GF	8.80
Vartec Telecom	fax machine - telephone	SF	1.25
Vazquez, John	CML conference per diem	GF	92.00
Verizon Wireless Services	cellular telephone service	GF	1,181.82
Verizon Wireless Services	cellular telephone service	CRCF	29.19
Verizon Wireless Services	cellular telephone service	SF	40.01
Verizon Wireless Services	cellular telephone service	ITF	40.01
Verizon Wireless Services	utilities	GF	22.08
Victory Sales	staff shirts	GF	2,065.07
Victory Sales	shirts for Cara Tennis/CML	GF	849.25
Victory Sales	seasonal staff shirts	GF	779.74
Viking Underground Comm	pothole repairs at water tank	WF	600.00

VENDOR	DESCRIPTION	FUND	AMOUNT
Vision Services Plan	employer's share vision July 2013	GF	1,743.26
Vision Services Plan	employer's share vision	GF	1,610.98
Waste Management	Recycle site	GF	1,349.48
WCC Enterpr	SCS Perf 7/04/13 -balance due	GF	1,000.00
Weld County Clerk & Recorder	Vacation access easement-Westwood village	GF	21.00
Weld County Clerk & Recorder	recording fees-lien filings	GF	22.00
Weld County Clerk & Recorder	Document surcharge-filing	GF	32.00
Weld County Clerk & Recorder	recording fees-lien filings	GF	11.00
Weld County Drug Task Force	Windsor municipal court collections May 2013	GF	1,197.00
Weld County School District RE-4	fiber enclosure replaced-split with PW	SDF	410.00
Weld County Treasurer	property tax/Burlington subdivision	DDA	1,851.02
Well Being	cooking class	GF	33.60
Western Enterprises	balance of 4th of July fireworks	GF	12,000.00
Windsor Hardware-ACE	garden supp,soil,rope,stakes for trees,tank heaters,ext cords	GF	302.22
Windsor Hardware-ACE	2-cycle oil,nozzles,sprinkler head,broom	SF	38.91
Windsor Hardware-ACE	paint	FMF	34.99
Windsor Hardware-ACE	key,trim roller,blades,knife,pool acid,hose bibb,ball valve,brush	FS	146.24
Windsor-Severance Fire Rescue	bdg permit fee collection	GF	250.00
Wireless Advanced Comm	depot repair svc, install RF connector	FMF	397.00
Wireless Advanced Comm	radio installation	FMF	248.05
Xcel Energy	utilities	GF	26,851.91
Xcel Energy	utilities	SF	1,835.45
Xcel Energy	utilities	KERN	47.27
Xcel Energy	utilities	GF	1,777.39
Xcel Energy	utilities	GF	6,909.23
Xcel Energy	utilities	CRCF	5,267.25
Xcel Energy	utilities	SF	137.49
Xerox Corporation	copier meter readings	ITF	3,068.98
Zep Sales & Svc	window cleaner	FS	182.22
Zep Sales & Svc	hand cleaner/spray bottle	FMF	125.81
Zexhags Inc	AHC cleaning	GF	125.00
Zexhags Inc	Building attendant contract	CRCF	135.00
Zexhags Inc.	Art & Heritage Center cleaning	GF	50.00
Zexhags Inc.	AHC cleaning	GF	50.00
Zlight USA	lighting upgrade CRC	FS	1,424.00
	TOTAL CASH DISBURSED		<u>\$1,389,243.31</u>
	PAYROLL		
	(wages/ 2 pay periods)		<u>\$363,585.98</u>
	TOTAL		<u>\$1,752,829.29</u>

GARY R. WHITE
KRISTEN D. BEAR
WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA*
K. SEAN ALLEN
GEORGE M. ROWLEY**

WHITE • BEAR • ANKELE
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

CLINT C. WALDRON
NEIL RUTLEDGE
***ROBERT G. ROGERS
BRENT E. BUTZIN
KRISTIN J. BOWERS
****ZACHARY P. WHITE

June 24, 2013

VIA EMAIL

Mr. Ian McCargar
Town of Windsor
131 Lincoln Avenue, Suite 100
Fort Collins, CO 80524

**Re: Village East Metropolitan District Nos. 1 - 3 and Greenwald Farms
Metropolitan District Nos. 1 - 2 ("District") - Resolution Re-appointing Directors**

Dear Ian:

I am writing this letter in response to our recent telephone conversation regarding the need to appoint directors for the Districts' boards of directors (the "Boards") by the Town of Windsor as allowed for by §32-1-905(2.5), C.R.S.

The need for this appointment has arisen due to a disqualification of the Boards which occurred as the result of foreclosures by the lenders for each property. When the lenders took title to the property the previously board members lost their interests in the property which qualified them to be board members.

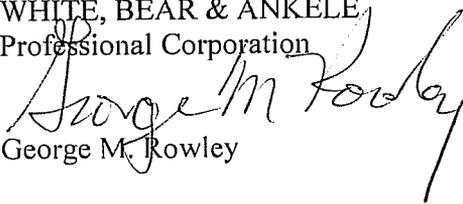
In order to allow the Districts to continue to operate, and perform their authorized functions, we propose the appointment of Debbie Delany as a director for the Village East Metropolitan District Nos. 1 - 3. Ms. Delany is a representative of Colorado Community Bank who is currently the owner of the property within these districts. For Greenwald Farms Metropolitan District Nos. 1 and 2 we propose Wayne Leistikow as a director. Wayne and his wife Jan own the property in these districts.

Accordingly, we request that the Town's Board of Trustees appoint the above-named individuals to the Boards at the upcoming July 8, 2013 meeting. Attached you will find forms of the Resolutions we propose for consideration by the Town's Board of Trustees.

I appreciate your attention to this matter. Should you have any questions or concerns in the interim please do not hesitate to contact me.

Sincerely,

WHITE, BEAR & ANKELE
Professional Corporation


George M. Rowley

Enclosure

TOWN OF WINDSOR

RESOLUTION NO. 2013-38

A RESOLUTION APPOINTING A DIRECTOR TO THE BOARDS OF DIRECTORS FOR GREENWALD FARMS METROPOLITAN DISTRICT NOS. 1 - 2

WHEREAS, the Greenwald Farms Metropolitan District Nos. 1-2 (the "Districts") are quasi-municipal corporations and political subdivisions of the State of Colorado, whose Service Plan was approved by the Town Board of the Town of Windsor, Colorado (the "Town Board"); and

WHEREAS, the Boards of Directors of Districts (the "Boards") are currently vacated due to a foreclosure on property in the district; and

WHEREAS, in recognition of the authority conferred upon the Town Board in §32-1-905(2.5), C.R.S., the Districts have made a written request to the Town Board for appointment of the Boards; and

WHEREAS, the Districts cannot proceed with the construction of the Public Improvements authorized in the Districts' Service Plan until Boards are appointed; and

WHEREAS, the Town Board desires to appoint a member to the Boards so that the Districts can achieve the goals for which they were organized.

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

1. The Town Board determines that the conditions for the appointment of directors in §32-1-905(2.5), C.R.S. have been met.

2. The Town Board, in accordance with §32-1-905(2.5), C.R.S., hereby appoints Wayne Liestikow to the Boards of Directors of the Districts.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 8th day of July, 2013.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

TOWN OF WINDSOR

RESOLUTION NO. 2013-39

A RESOLUTION APPOINTING A DIRECTOR TO THE BOARDS OF DIRECTORS FOR VILLAGE EAST METROPOLITAN DISTRICT NOS. 1 - 3

WHEREAS, the Village East Metropolitan District Nos. 1-3 (the “Districts”) are quasi-municipal corporations and political subdivisions of the State of Colorado, whose Service Plan was approved by the Town Board of the Town of Windsor, Colorado (the “Town Board”); and

WHEREAS, the Boards of Directors of Districts (the “Boards”) are currently vacated due to a foreclosure on property in the district; and

WHEREAS, in recognition of the authority conferred upon the Town Board in §32-1-905(2.5), C.R.S., the Districts have made a written request to the Town Board for appointment of the Boards; and

WHEREAS, the Districts cannot proceed with the construction of the Public Improvements authorized in the Districts’ Service Plan until Boards are appointed; and

WHEREAS, the Town Board desires to appoint a member to the Boards so that the Districts can achieve the goals for which they were organized.

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

1. The Town Board determines that the conditions for the appointment of directors in §32-1-905(2.5), C.R.S. have been met.
2. The Town Board, in accordance with §32-1-905(2.5), C.R.S., hereby appoints Debbie Delany to the Boards of Directors of the Districts.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 8th day of July, 2013.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor *Pro Tem*

ATTEST:

Patti Garcia, Town Clerk



MEMORANDUM

Date: July 8, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Dennis Wagner, Director of Engineering
Re: Windsor Municipal Monument Sign Easement
Item #: B.6.

Background / Discussion:

One of the enhancements to the I-25/Highway 392 interchange project is a Windsor sign near the southwest corner of Highway 392 and Westgate Drive. There are plans also for a Fort Collins sign on the opposite side of the interchange; however the location for that sign has not been finalized.

The proposed Windsor sign is a monument type sign using sandstone with "Windsor" engraved in 12" high letters and surrounding landscaping as per the attached rendering and other design drawings.

Slightly more than half of the sign will sit in State Highway 392 right-of-way, necessitating a Special Use Permit that has been obtained. The sign straddles the property line and a variance of the town's sign setback was granted by the Windsor Board of Adjustment.

The remainder of the sign is on private property owned by the Westgate Commercial Center Association which is the subject of the attached Deed of Easement and Resolution. There is no cost for the easement.

Recommendation:

Approve Resolution.

Attachments:

Resolution Approving Deed of Easement
Deed of Easement for Municipal Monument Sign
Windsor Sign Perspective
Page D-1 from SH 392 I-25 Community ID sign
Page L-1 from SH 392 I-25 Community ID sign

TOWN OF WINDSOR, COLORADO

RESOLUTION NO. 2013-40

A RESOLUTION APPROVING AND ACCEPTING A DEED OF EASEMENT FOR MUNICIPAL MONUMENT SIGN NEAR THE INTERCHANGE OF COLORADO STATE HIGHWAY 392 AND INTERSTATE 25 IN THE TOWN OF WINDSOR, COLORADO

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

WHEREAS, the Town has recently participated in a cooperative effort to improve the highway interchange at Colorado State Highway 392 and Interstate 25 (“Interchange”); and

WHEREAS, the Town desires to locate a monument-type sign near the Interchange to welcome the traveling public to Windsor’s western gateway, and to promote traveler awareness; and

WHEREAS, the Town has negotiated the terms of a Deed of Dedication of Easement for Municipal Monument Sign, a copy of which is attached hereto and incorporated herein (“Deed of Dedication”); and

WHEREAS, the Grantor has executed the Deed of Dedication, and the Town Board desires to formally accept the dedication by approval of the within Resolution.

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

Section 1. The attached Deed of Dedication is hereby approved and accepted.

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

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 8th day of July, 2013.

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

DEED OF EASEMENT FOR MUNICIPAL MONUMENT SIGN

For and in consideration of one dollar (\$1.00) and other valuable consideration in hand paid, Westgate Commercial Center Association ("Grantor"), grants and conveys to the Town of Windsor, Colorado, a municipal corporation duly organized and existing under and by virtue of the constitution of the State of Colorado ("Grantee"), an easement for so long as Grantee maintains monument signage in the Easement Area for the Town of Windsor, for the installation, maintenance, improvement, replacement and keeping of a Town of Windsor monument sign over, within and upon the real property described in the attached Exhibit A ("Easement Area"), located in the Town of Windsor, County of Larimer, State of Colorado. The easement granted herein shall include an unobstructed view corridor within the Easement Area from Colorado State Highway 392 such that eastbound travelers upon such public street shall have a clear and unobstructed view of the monument sign within the Easement Area. Grantor shall not plant, erect or install any obstruction within the Easement Area

Grantor reserves the right to grant utility easements beneath the Easement Area, so long as such utility easements do not materially interfere with the rights granted to Grantee herein.

Signed and delivered this 24 day of June, 2013.

GRANTOR:

Steve Schrader
Steve Schrader, Manager

NOTARY ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me on the 25 day of June, 2013, by Steve Schrader, in his capacity as President of Westgate Commercial Center Association.

Witness my hand and official seal.

My commission expires _____ My Commission Expires _____

9/24/2015

Sheena K. Duwa

Notary Public



ACCEPTANCE

I, John S. Vazquez, Mayor of the Town of Windsor, Colorado, do hereby accept the within Easement on behalf of the Town.

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

PROPERTY DESCRIPTION

Sign Easement

A tract of land for easement purposes, being a part of Tract D, Westgate Commercial Center Subdivision recorded September 17, 1997 as Reception No. 19970062048 of the Records of Larimer County Recorder, located in the Northeast Quarter of Section Twenty-two (22), Township Six North (T.6N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), Town of Windsor, County of Larimer, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of said Tract D and assuming the North line of said Tract D as bearing South 89°45'16" West a distance of 308.70 feet with all other bearings contained herein relative thereto;

THENCE South 89°45'16" West along the North line of said Tract D a distance of 51.98 feet to the **POINT OF BEGINNING**;

THENCE South 28°29'21" West a distance of 12.83 feet;
THENCE North 61°30'39" West a distance of 7.67 feet;
THENCE North 84°07'38" West a distance of 70.97 feet to the North line of said Tract D;
THENCE North 89°45'16" East along said North line a distance of 83.46 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 365 Square Feet, 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.

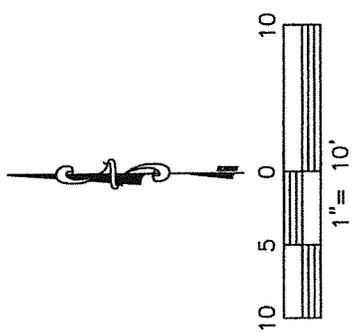
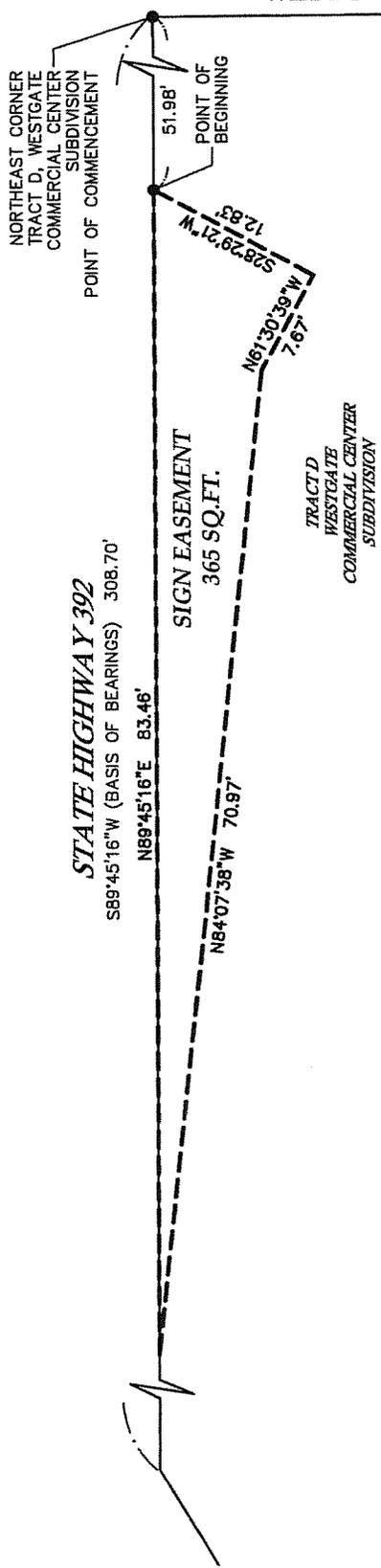
SURVEYORS STATEMENT

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.


Lawrence S. Pepek - on behalf of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #33642

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

WESTGATE DRIVE



STATE HIGHWAY 392

S89°45'16"W (BASIS OF BEARINGS) 308.70'

N89°45'16"E 83.46'

SIGN EASEMENT
365 SQ.FT.

NB4°07'38"W 70.97'

N81°30'39"W 7.67'

TRACT D
WESTGATE
COMMERCIAL CENTER
SUBDIVISION

NORTHEAST CORNER
TRACT D, WESTGATE
COMMERCIAL CENTER
SUBDIVISION
POINT OF COMMENCEMENT

51.98'

POINT OF
BEGINNING

S28°29'21"W 12.83'

L. Stepl 6-18-2013

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

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



KING SURVEYORS, INC.

650 E. Garden Drive | Windsor, Colorado 80550

phone: (970) 686-5011 | fax: (970) 686-5821

www.kingsurveyors.com

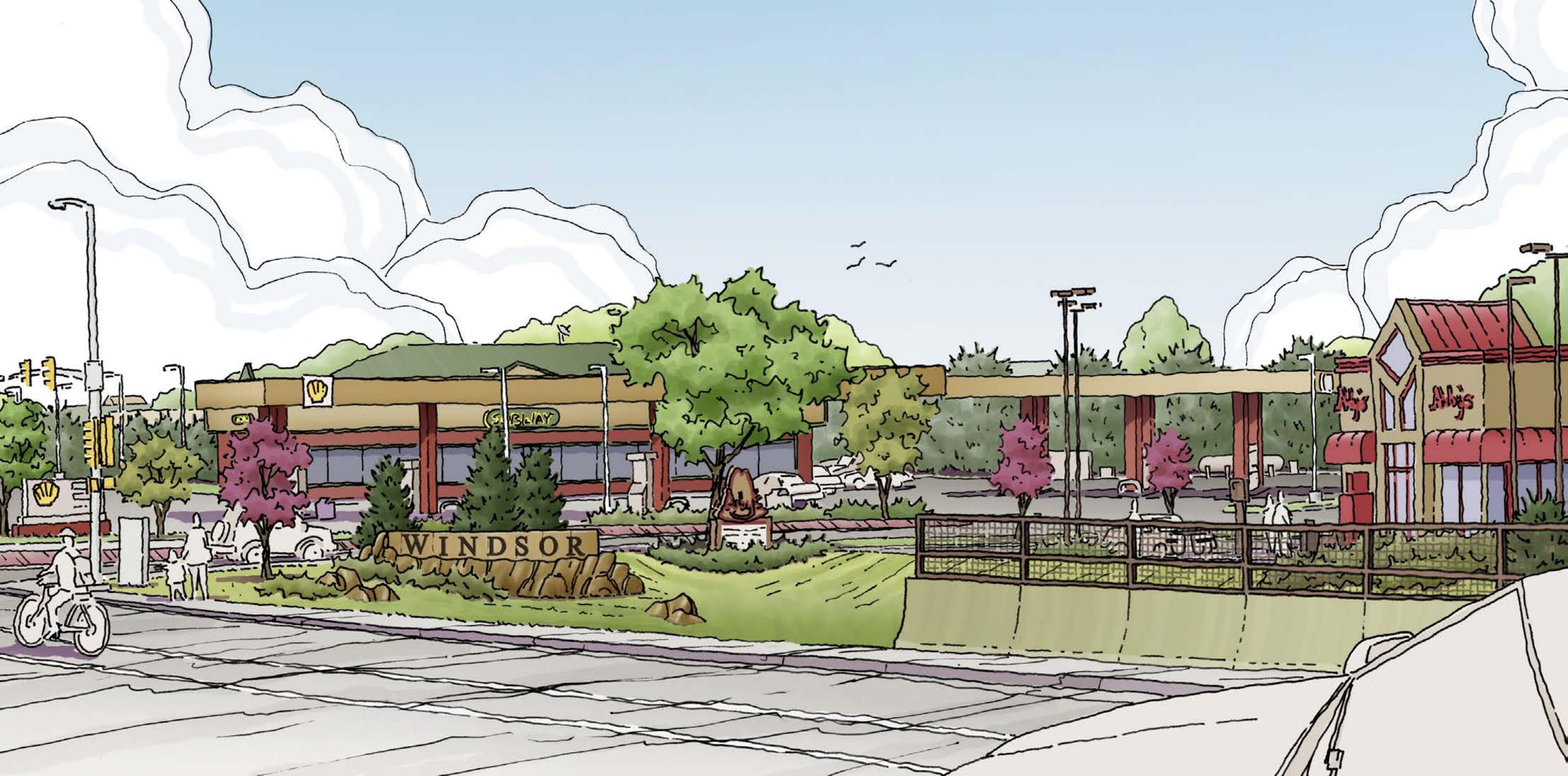
PROJECT NO: 2013283

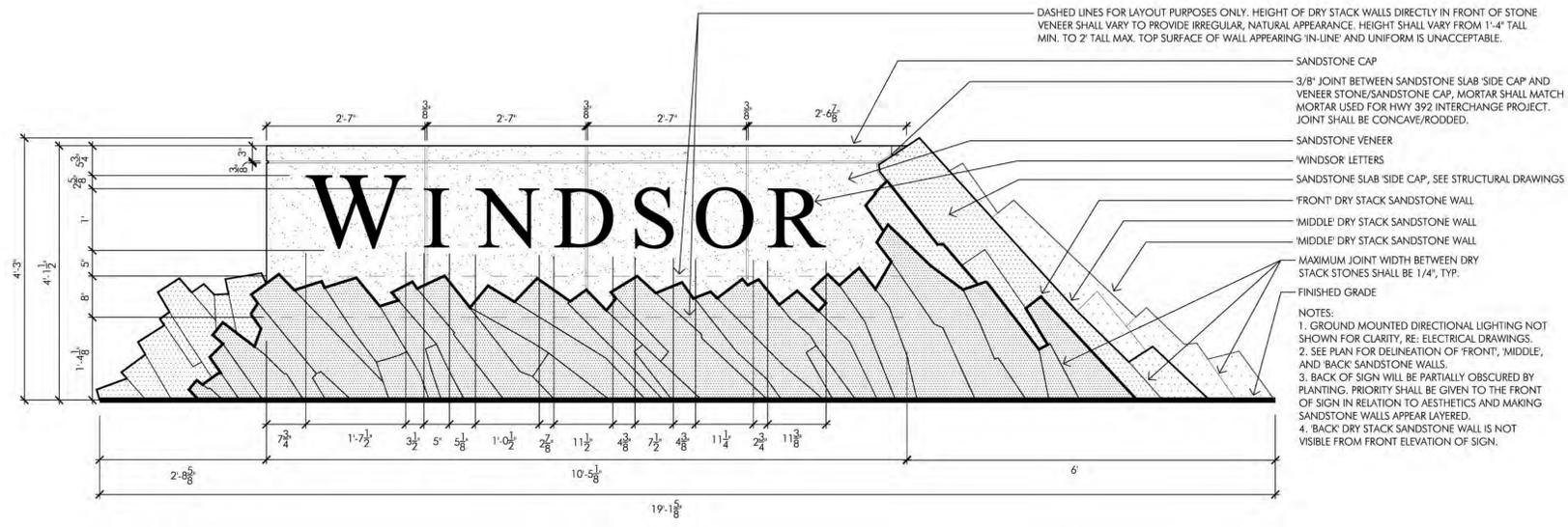
DATE: 6/18/2013

CLIENT: INTERWEST

DWG: 2013283EXH

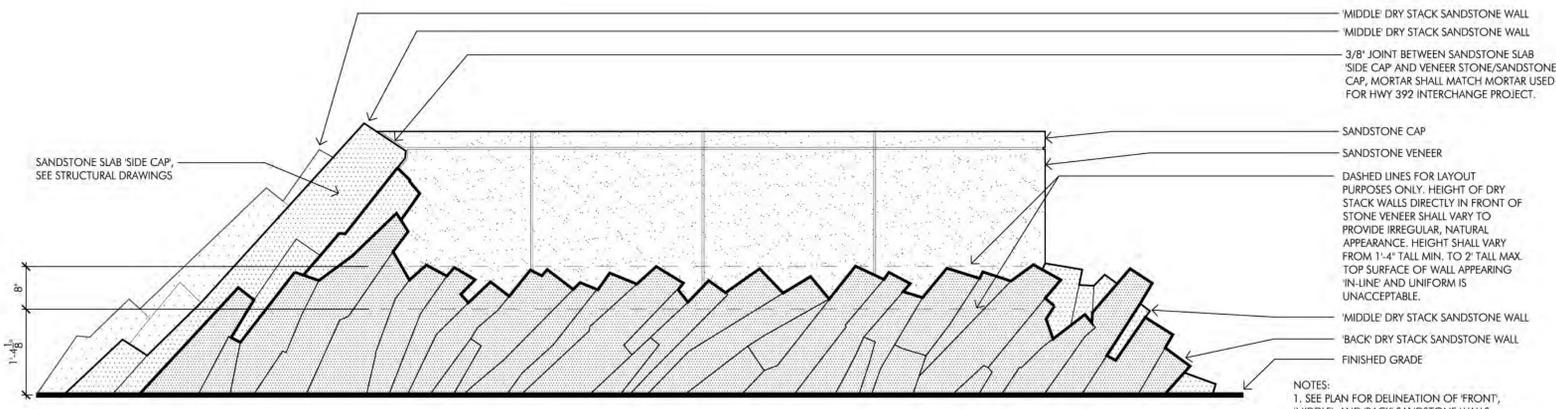
DRAWN: CSK CHECKED: LSP





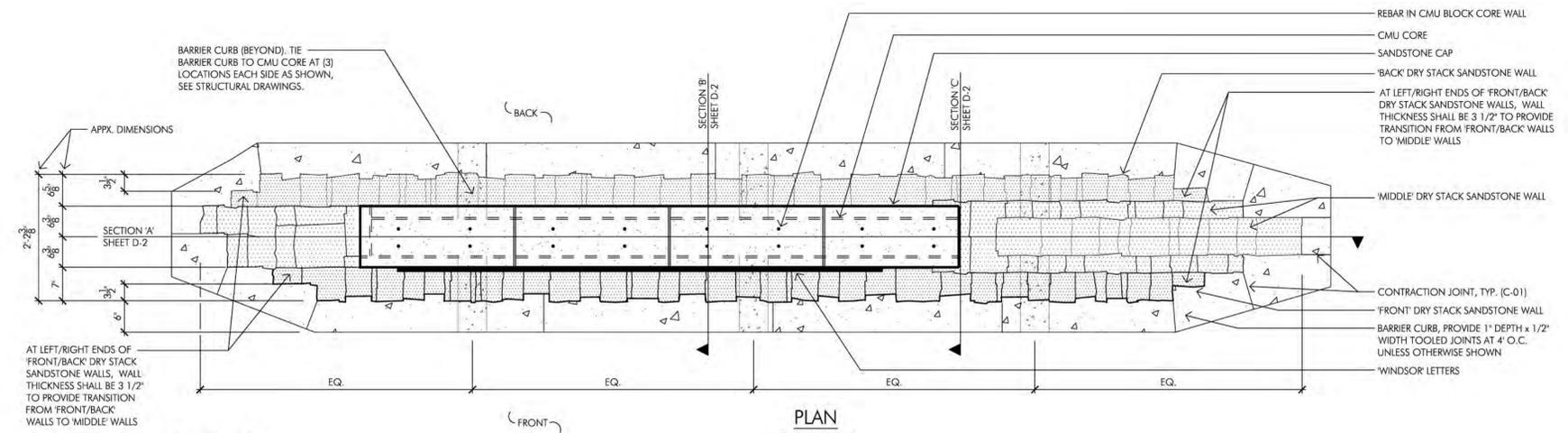
FRONT ELEVATION
SCALE: 3/4" = 1'-0"

- NOTES:
- CONTRACTOR TO SUBMIT MATERIAL SAMPLES OF STONE VENEER, STONE CAP, DRY STACK WALL, (1) FULL SIZE CHANNEL LETTER, PROPOSED PAINT COLOR TO OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
 - DETAILED AND DIMENSIONED SHOP DRAWINGS (INCLUDING THICKNESS, DIMENSIONS, MATERIALS, PROPOSED GRADES OF METAL, COLORS) SHALL BE PROVIDED BY CONTRACTOR TO OWNER'S REPRESENTATIVE TO REVIEW AND APPROVE PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL CONSTRUCT 5 LF. OF DRY STACK WALL FOR OWNER'S REPRESENTATIVE TO REVIEW AND APPROVE PRIOR TO CONSTRUCTION OF REMAINDER OF DRY STACK WALL.
 - SEE WINDSOR SIGN DETAILS, SHEET D-2.
 - STONE SHALL BE QUARRIED FROM ARKINS PARK QUARRY SINCE ARKINS PARK QUARRY SUPPLIED STONE THE FOR HWY 392 INTERCHANGE PROJECT. STONE WORK FOR HWY 392 INTERCHANGE PROJECT WAS PROVIDED BY ROCK AND COMPANY (DEAN.MACLENNAN@DEANM@ROCKANDCO.COM) - CONTRACTOR IS NOT REQUIRED TO USE ROCK AND COMPANY.
 - DRY STACK WALLS SHALL EXTEND DOWN TO FOOTING BELOW, TYP.



BACK ELEVATION
SCALE: 3/4" = 1'-0"

- NOTES:
- SEE PLAN FOR DELINEATION OF 'FRONT', 'MIDDLE', AND 'BACK' SANDSTONE WALLS.
 - 'FRONT' DRY STACK SANDSTONE WALL IS NOT VISIBLE FROM BACK ELEVATION OF SIGN.



PLAN
SCALE: 3/4" = 1'-0"

1 WINDSOR SIGN

Project: SH 392 / I-25 COMMUNITY ID SIGNS
100% Construction Documents

Client: Town of Windsor

Revisions

ROGER B. SHERMAN
03042008
Original Date of Licensure
STATE OF COLORADO
LICENSED LANDSCAPE ARCHITECT

6.10.13

NORTH

SCALE:
Designed by: BHA
Drawn by: JH
Checked by: RS

Drawing Name:
WINDSOR SIGN DETAIL

Project Number: 1252
Sheet Date: 05.10.13
Sheet Number: D-1





1603 Oakridge Drive
Fort Collins, CO 80525
(970) 223-7577
fax (970) 223-1827

Landscape Architecture
Urban Design
Graphic Design

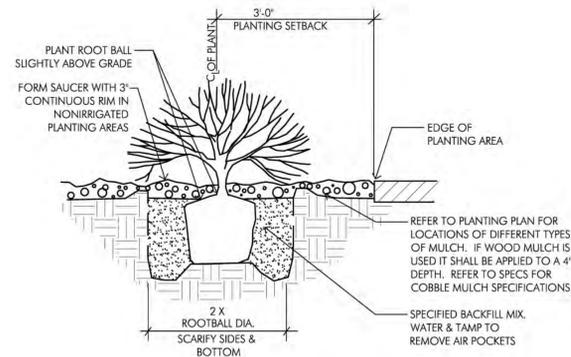
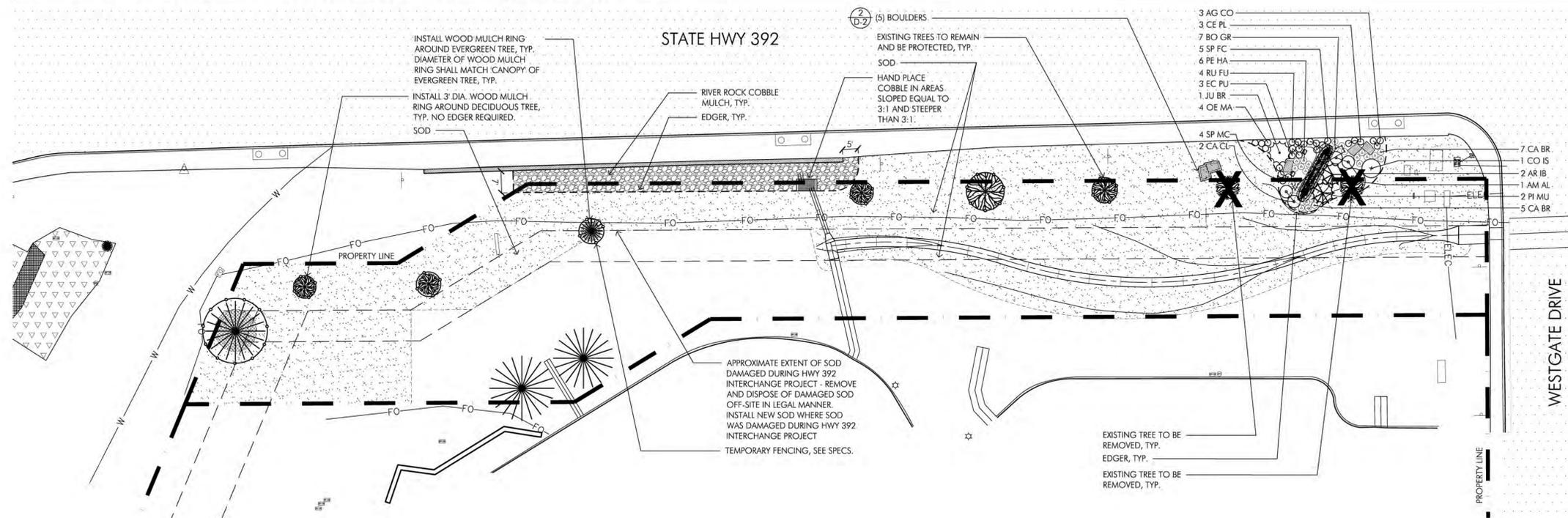
KEY MAP

NOT TO SCALE

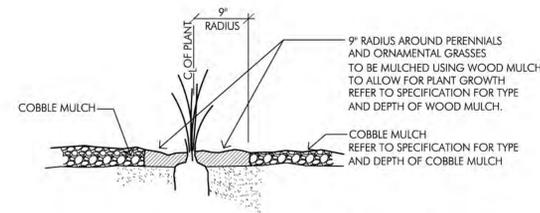


WINDSOR LANDSCAPE PLAN

EXISTING LANDSCAPE DEMOLITION PLAN, LANDSCAPE PLAN



1 SHRUB PLANTING DETAIL
NOT TO SCALE



2 ORNAMENTAL GRASS AND PERENNIAL MULCHING DETAIL
NOT TO SCALE

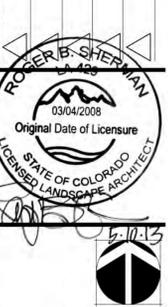
PLANT LIST

Key	Botanical Name	Common Name	Size	Root	Spacing	Quantity
CONIFER TREES						
PI MU	<i>Pinus mugo</i> 'Tannenbaum'	Tannenbaum Mugo Pine	15 Gal.	Cont.	See Plan	2
EVERGREEN SHRUBS						
JU BR	<i>Juniperus horizontalis</i> 'Youngstown'	Andorra Youngstown Juniper	5 Gal.	Cont.	See Plan	1
DECIDUOUS SHRUBS						
AM AL	<i>Amelanchier alnifolia</i> 'Regent'	Regent Serviceberry	5 Gal.	Cont.	See Plan	1
AR IB	<i>Aronia melanocarpa</i> 'Iniquis Beauty'	Dwarf Inq. Beauty Chokeberry	5 Gal.	Cont.	See Plan	2
SP MC	<i>Spiraea japonica</i> 'Magic Carpet'	Magic Carpet Spiraea	5 Gal.	Cont.	See Plan	4
SP FC	<i>Spiraea x 'Flowering Choice'</i>	Flowering Choice Spiraea	5 Gal.	Cont.	See Plan	5
CA CL	<i>Caryopteris x claudonensis</i> 'Blue Mist'	Blue Mist Spiraea	5 Gal.	Cont.	See Plan	2
CO IS	<i>Cornus sericea</i> 'Issin'	Issin Dogwood	5 Gal.	Cont.	See Plan	1
ORNAMENTAL GRASSES						
CA BR	<i>Calamagrostis brachytricha</i>	Korean Feather Reed Grass	1 Gal.	Cont.	See Plan	12
PE HA	<i>Pennisetum alopecuroides</i> 'Hameln'	Dwarf Fountain Grass	1 Gal.	Cont.	See Plan	6
BO GR	<i>Bouteloua gracilis</i> 'Blonde Ambition'	Blonde Ambition Grama Grass	1 Gal.	Cont.	See Plan	7
PERENNIALS, GROUNDCOVERS, & VINES						
CE PL	<i>Cerastium plumbaginoides</i>	Plumbago	1 Gal.	Cont.	See Plan	3
OE MA	<i>Oenothera macrocarpa</i>	Missouri Evening Primrose	1 Gal.	Cont.	See Plan	4
RU FU	<i>Rutbeckia fulgida</i> 'Goldstrum'	Black Eyed Susan	1 Gal.	Cont.	See Plan	4
AG CO	<i>Agastache rupestris</i>	Sunset Hyssop	1 Gal.	Cont.	See Plan	3
EC FU	<i>Echinacea purpurea</i>	Purple Coneflower	1 Gal.	Cont.	See Plan	3

- NOTES:
- ITEMS INTENDED TO REMAIN THAT ARE DISTURBED AND/OR DAMAGED SHALL BE RESTORED AND REPAIRED AT CONTRACTOR'S EXPENSE.
 - CONTRACTOR SHALL REPAIR AND REPLACE SOD AND/OR MULCH DAMAGED FOR IRRIGATION DEMOLITION AND IRRIGATION INSTALLATION.
 - MULCH NOT SHOWN FOR CLARITY. PLANTING BEDS SHALL BE MULCHED, SEE SPECS.
 - REPAIR AND REPLACE SOD THAT IS DISTURBED/DAMAGED DURING IRRIGATION INSTALLATION, TYP.

Project: SH 392 / I-25 COMMUNITY ID SIGNS
100% Construction Documents

Client: Town of Windsor



0' 10' 20' 40'
SCALE: 1" = 20'-0"

Designed by: BHA
Drawn by: JH
Checked by: RS

Drawing Name: LANDSCAPE PLAN

Project Number: 1252
Sheet Date: 05.10.13
Sheet Number: L-1





MEMORANDUM

Date: July 8, 2013
To: Mayor and Town Board
Via: Regular Meeting packets
From: Ian D. McCargar, Town Attorney
Re: Adoption of International Building Code family and amendments
Item #: C.1.

Background / Discussion:

SUMP PUMPS AND SUMP PITS

In the weeks following first reading of Ordinance No. 2013-1452, staff and Mayor Vazquez have worked closely with home building industry representatives to arrive at a revision to our proposed amendments to the International Residential Code's foundation regulations. Specifically, these amendments address circumstances in which high groundwater levels require greater care in the location of the residential basement slab and the need for a sump pump in the sump pit. During the July 1, 2013, work session, we discussed these amendments and have received direction to present the attached Ordinance No. 2013-1452.

This version of the Ordinance relies on pre-subdivision geotechnical surveys to identify high-groundwater areas. The text then requires that, prior to construction on any lots within identified high-groundwater areas, a "lot-specific" groundwater test must be performed. Based on the lot-specific test, the location of the foundation and requirements for sump pits and pumps are determined.

The revisions do not profess to assess *all* groundwater situations. Staff recognizes that groundwater levels vary from location to location and from season to season. Timing and location of tests can make a difference in assessing groundwater status. The logic behind the new text is to balance the need for geotechnical data gathering against the need for lot owners to develop their property on a reasonable time table. Staff recognizes that there will be locations that encounter groundwater levels at variance from test data, but staff feels these amendments are a good-faith effort to address the problem of high groundwater present in our area.

GREY WATER SYSTEMS

Recent legislation at the State level has approved the use of grey water recycling systems in Colorado. Town staff is prepared to implement grey water regulations in keeping with State law, but does not want the local building codes to contain grey water system provisions without a thorough understanding of these systems. Therefore, the grey water recycling provisions of the IBC family have been deleted in the attached

Ordinance. These deletions are found in various locations within the IBC family. The plan at this time is evaluate these systems, confer with the building community, and arrive at Town-specific provisions that are a good fit for Windsor.

Financial Impact: None.

Relationship to Strategic Plan: Managed growth

Recommendation: Approve on second reading the attached Ordinance Adopting By Reference The 2012 International Building Code; 2012 International Existing Building Code; 2012 International Residential Code; 2012 International Mechanical Code; 2012 International Plumbing Code; 2012 International Fuel Gas Code; 2012 International Property Maintenance Code; 2009 International Energy Conservation Code, As Amended By The Town Of Windsor, Colorado; and The 2011 National Electrical Code, As Amended By The Town Of Windsor, Colorado. Five affirmative votes required, take public comment.

Attachments: Ordinance Adopting By Reference The 2012 International Building Code; 2012 International Existing Building Code; 2012 International Residential Code; 2012 International Mechanical Code; 2012 International Plumbing Code; 2012 International Fuel Gas Code; 2012 International Property Maintenance Code; 2009 International Energy Conservation Code, As Amended By The Town Of Windsor, Colorado; and The 2011 National Electrical Code, As Amended By The Town Of Windsor, Colorado.

TOWN OF WINDSOR

ORDINANCE NO. 2013-1452

AN ORDINANCE ADOPTING BY REFERENCE THE 2012 INTERNATIONAL BUILDING CODE; 2012 INTERNATIONAL EXISTING BUILDING CODE; 2012 INTERNATIONAL RESIDENTIAL CODE; 2012 INTERNATIONAL MECHANICAL CODE; 2012 INTERNATIONAL PLUMBING CODE; 2012 INTERNATIONAL FUEL GAS CODE; 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE; 2009 INTERNATIONAL ENERGY CONSERVATION CODE, AS AMENDED BY THE TOWN OF WINDSOR, COLORADO; AND THE 2011 NATIONAL ELECTRICAL CODE, AS AMENDED BY THE TOWN OF WINDSOR, COLORADO

WHEREAS, the Town of Windsor Home Rule Charter Article IV, Section 4.13, authorizes the Town Board to adopt codes by reference as provided by applicable State statutes; and

WHEREAS, the Town of Windsor has previously adopted certain uniform building codes by reference; and

WHEREAS, the Town of Windsor desires to repeal and readopt updated versions of certain building codes by reference as permitted by the Town of Windsor Home Rule Charter; and

WHEREAS, the Town of Windsor specifically wishes to repeal certain Articles found within Chapter 18 of the Windsor Municipal Code, and to in their stead adopt by reference the International Building Code (2012 Edition); The International Residential Code for One – and Two – Family Dwellings (2012 Edition); The International Fuel Gas Code (2012 Edition); The International Plumbing Code (2012 Edition); The International Mechanical Code (2012 Edition); The International Existing Building Code (2012 Edition); The International Property Maintenance Code (2012 Edition); The International Energy Conservation Code (2009 Edition), Promulgated by the International Code Council, Inc, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, with specified amendments to each; and

WHEREAS, the Town of Windsor specifically wishes to adopt the 2011 National Electrical Code, promulgated by the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169; and

WHEREAS, by adopting the various codes by reference as described herein, the Town Board finds it necessary to make other revisions to Chapter 18 of the Windsor Municipal Code to assure ease of reference and convenience to the public; and

WHEREAS, the adoption of the foregoing codes by references promotes the public health, safety and welfare.

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

Section 1. Chapter 18, Article II of the *Windsor Municipal Code* is hereby repealed, amended and re-adopted to read as follows:

ARTICLE II

International Building Code

Sec. 18-2-10. Adoption of International Building Code.

Pursuant to state law, The International Building Code, 2012 Edition as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001. Chapters 1 through 35 inclusive and Appendix Chapter I, is hereby adopted by reference as the Town of Windsor Building Code as if fully set forth fully herein, with the additions deletions insertions and changes as follows:

IBC Section 101.1 IBC Section 101.1 (Title) is amended by the addition of the term “Town of Windsor” where indicated.

IBC Section 101.4.3 IBC Section 101.4.3 (Plumbing) is amended by deletion of the last sentence.

IBC Section 101.4.5 IBC Section 101.4.5 (Fire prevention) is amended by replacing “International Fire Code” with “adopted fire code”.

IBC Section 101.4.6 IBC Section 101.4.6 (Energy) is amended by replacing the words “International Energy Conservation Code” to “2009 International Energy Conservation Code”.

IBC Section 105.1 IBC Section 105.1 (Required) is amended by replacing the words “building official” with “town”.

IBC Section 105.2 IBC Section 105.2 (Work exempt from permit) is amended by deleting:

Exception #1 and replacing with “One-Story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet and the roof height does not exceed 8 feet above grade measured from a point directly outside the exterior walls of the structure.

Exception #2 is deleted in its entirety and replaced with “Fences not over 6 feet (2134mm) high.

Adding Exception #14 “Shingle repair or replacement work not exceeding one square (100 square feet in area) of covering per building.

IBC Section 105.5 IBC Section 105.5 (Expiration) is amended by the deletion of this section in its entirety and replaced with:

Every permit issued by the building official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.

IBC Section 109.4 IBC Section 109.4 (Work commencing before permit issuance) is deleted in its entirety and replaced with:

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits may be subject to an investigation fee established by the town. The amount of the investigation fee may be in the amount up to the amount of the permit fee that would normally be assessed for the specific type of construction activity, with any such investigation fee being *in addition to* all other required permit fees. The investigation fee shall be collected whether or not a permit is then subsequently issued.

IBC Section 109.6 IBC Section 109.6 (Refunds) is amended by deleting the section in its entirety and replacing the section with the following:

The Town may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Town may authorize refunding of not more than 80 percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The Town may authorize refunding of not more than 80 percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done.

The Town shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.”

IBC Section 111.3 IBC Section 111.3 (Temporary occupancy) is amended by deleting the words “building official” in the first and second sentence and replacing it with “Town”.

IBC Section 113.1 IBC Section 113.1 (General) is amended by deleting the last two sentences and inserting the following:

The members of the Board of Appeals shall be comprised of the members of the Town Board of Adjustment.

IBC Section 113.3 IBC Section 113.3 (Qualifications) is amended by deleting the section in its entirety.

IBC Section 114.2 IBC Section 114.2 (Notice of Violation) is amended by adding “Notice of Violations shall be delivered in accordance with section 107 of the IPMC” after the last paragraph.

IBC Section 202 IBC Section 202 (Definitions) is amended by addition of the following:

“Sleeping Room” (Bedroom) is any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of IBC Section 1208 and contains a closet, an area that is useable as a closet, or an area that is readily convertible for use as a closet. Living rooms, family rooms and other similar habitable areas that are so situated and designed so as to clearly indicate these intended uses, shall not be interpreted as sleeping rooms.

IBC Section 501.2 IBC Section 501.2 (Address Identification) is amended by deleting the second paragraph and replacing with “Each character shall be not less than 3 inches in height and not less than 0.5 inch in width.”

IBC Section 1013.2 IBC Section 1013.2 (Where required) is amended by the addition of a second paragraph inserted before the exceptions as follows:

All area wells, stair wells, window wells and light wells attached to any building that are located less than 36 inches (914.4 mm) from the nearest intended walking surface and deeper than 30 inches (762 mm) below the surrounding ground level, creating an opening greater than 24 inches (610 mm) measured perpendicular from the building, shall be protected with guardrails conforming to this section around the entire opening, or be provided with an equivalent barrier.

IBC Section 1029.5.1 IBC Section 1029.5.1 (Minimum Size) is amended by the addition of the following;

For all building permits issued after the effective date of Ordinance 1999-1021, June 14, 1999, all escape and rescue windows requiring a window well pursuant to the International Building Code shall comply with the dimension requirements set forth in this section, whether or not said escape or rescue window is located in a sleeping room.

With regard to building permits issued prior to the effective date of Ordinance 1999-1021, June 14, 1999, for additions to or alterations of existing buildings or structures, any window well with a finished sill height below adjacent ground level shall be deemed in compliance with the Town's regulations if said window well meets the dimensions set forth in the 1991 Edition of the Uniform Building Code, previously in effect in the Town.

IBC Section 1301.1.1 IBC Section 1301.1.1 (Criteria) is amended by replacing "International Energy Conservation Code" with the "2009 International Energy Conservation Code".

IBC Section 1612.3 IBC Section 1612.3 (Establishment of flood hazard areas) is amended by the insertion of "Town of Windsor" where indicated in [Name of Jurisdiction] and the date of the latest flood insurance study for the Town of Windsor dated September 27, 1991, or any flood insurance study for the Town of Windsor subsequently adopted and in effect.

IBC Section 3401.3 IBC Section 3401.3 (Compliance with other codes) is amended by deleting International Fire Code and inserting in its place "adopted fire code", deleting International Private Sewage Disposal Code, and deleting NFPA 70 and inserting in its place "National Electrical Code adopted by the State of Colorado"

IBC Section 3412.2 IBC Section 3412.2 (Applicability) is amended by the insertion of "the effective date of this Building Code pursuant to the Ordinance codified herein."

Sec. 18-2-20. Purpose and scope.

The purpose of the International Building Code is to safeguard the public health and safety by establishing minimum regulations for building systems using prescriptive and performance-related provisions.

Sec. 18-2-30. Modifications and amendments.

The International Building Code, together with any appendices thereto, is adopted by reference with the following specific deletion: All sections purporting to provide indemnification by the Town for inspections conducted pursuant to the provisions of the International Building Code shall be deleted.

Sec. 18-2-40. Copy on file.

Pursuant to Section 4.13 of the Home Rule Charter, the Town Clerk shall maintain a copy of the International Building Code and shall make copies thereof available for purchase by the public at a reasonable cost.

Section 2. Chapter 18, Article III of the Windsor Municipal Code is hereby repealed, amended and re-adopted to read as follows:

ARTICLE III

International Residential Code

Sec. 18-3-10. Adoption of code by reference.

Pursuant to State law, the International Residential Code, 2012 Edition, as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, Chapters 1 through 43 inclusive and Appendix Chapters G and H, is hereby adopted by reference as the Town of Windsor Residential Building Code as if set forth fully herein, with the additions deletions insertions and changes as follows:

IRC Section R101.1 IRC Section R101.1 (Title) is amended by the addition of the term “Town of Windsor” where indicated.

IRC Section R105.1 IRC Section R105.1 (Required) is amended by replacing the words “building official” with “Town”.

IRC Section R105.2 IRC Section R105.2 (Work Exempt from Permit) is amended by deleting Exception #1, and replacing with:

One-Story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet and the roof height does not exceed 10 feet above grade measured from a point directly outside the exterior walls of the structure.

Exception #2 is deleted in its entirety.

Exception #10 is deleted in its entirety and replaced with “Shingle repair or replacement work not exceeding one square (100 square feet in area) of covering per building.”

IRC Section 105.5 IRC Section 105.5 (Expiration) is amended by the deletion of this section in its entirety and replaced with:

Every permit issued by the building official under the provisions of this Code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one-half (1/2) the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.*

* SOURCE: Section 106.4.4 1997 Uniform Building Code

IRC Section R108.4 Section R108.4 (Related Fees) is amended by creating a new subsection as follows:

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits may be subject to an investigation fee established by the town. The amount of the investigation fee may be in the amount up to the amount of the permit fee that would normally be assessed for the specific type of construction activity, with any such investigation fee being *in addition to* all other required permit fees. The investigation fee shall be collected whether or not a permit is then subsequently issued.

IRC Section R108.5 IRC Section R108.5 (Refunds) is amended by deleting the section in its entirety and replacing the section with the following:

The Town may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Town may authorize refunding of not more than 80 percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The Town may authorize refunding of not more than 80 percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done.

The Town shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

IRC Section R109.1.5 IRC Section R109.1.5 (Other inspections) is amended by the addition of a new subsection as follows:

R109.1.5.2 Insulation Inspection Inspection of the structure shall be made following installation of the wall, ceiling and floor insulation and exterior windows and before wall coverings are installed.

IRC Section R110.4 IRC Section R110.4 (Temporary occupancy) is amended by deleting the words “building official” in the first and second sentence and replacing it with “Town”.

IRC Section R112.1 IRC Section R112.1 (General) is amended by deleting the last three sentences and inserting the following:

The members of the Board of Appeals shall be comprised of the members of the Town Board of Adjustment.

IRC Section R112.3 IRC Section R112.3 (Qualifications) is amended by deleting this section in its entirety.

IRC Section R113.2 IRC Section R113.2 (Notice of Violation) is amended by adding “Notice of Violations shall be delivered in accordance with section 107 of the International Property Maintenance Code adopted by reference in this Chapter.” after the last paragraph.

IRC Section R202 IRC Section R202 (Definitions) is amended by addition of the following:

“Sleeping Room” (Bedroom) is any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of IRC Sections R304 and R305 and contains a closet, an area that is useable as a closet, or an area that is readily convertible for use as a closet. Living rooms, family rooms and other similar habitable areas that are so situated and designed so as to clearly indicate these intended uses, shall not be interpreted as sleeping rooms.

IRC Table R301.2 (1) IRC Table R301.2 (1) is filled to provide the following:

Table R301.2 (1)
Climatic and Geographic Design Criteria

Ground Snow Load	Wind Design		Seismic Design Category	Subject to Damage From			Winter Design Temp	Ice barrier Underlayment Required	Flood Hazard	Air Freezing Index	Mean Annual Temp
	Speed (mph)	Topographic effects		Weathering	Frost Line Depth	Termite					
30psf	90	No	B	Severe	30 in.	Slight to Moderate	1	NO	9-27-91*	1000	45°F

IRC Section R302.1 IRC Section R302.1 (Exterior walls) is amended by the deletion of the wording; “or dwellings equipped throughout with an automatic sprinkler system installed in accordance with section P2904 shall comply with table R302.1(2).”

IRC Table R302.1 (2) IRC Table R302.1 (2) is deleted in its entirety.

IRC Section R302.2 IRC Section R302.2 (Townhouses) is amended by replacing “1-Hour fire resistance-rated wall” with “2-Hour fire resistance-rated wall”.

IRC Section R302.3 IRC Section R302.3 (Two-family dwelling) is amended by replacing “1-Hour fire-resistance rating” with “2-Hour fire-resistance rating”.

IRC Section R303.4 IRC Section R303.4 (Mechanical Ventilation) is amended by replacing “5 air changes per hour” with “7 air changes per hour” and replacing the words “in accordance with section N1102.4.1.2” with “in accordance with section 402.4.2.1 of the International Energy Conservation Code 2009 Edition”.

* or any flood insurance study for the Town of Windsor subsequently adopted and in effect

IRC Section R309.5 IRC Section R309.5 (Fire sprinklers) is amended by the deletion of this section in its entirety.

IRC Section R310.1 IRC Section R310.1 (Emergency Escape and Rescue Openings) is amended by the deletion of the first paragraph and replaced with “All windows located in basements, habitable attics and sleeping rooms shall meet all the requirements of section R310.1 through R310.2.2”.

IRC Section R310.1.1 IRC Section R310.1.1 (Minimum opening area) is amended by the deletion of the exception.

IRC Section R310.2 IRC Section R310.2 (Window wells) is amended by the addition of the following;

For all building permits issued after the effective date of Ordinance 1999-1021, June 14, 1999, all escape and rescue windows requiring a window well pursuant to the International Residential Code shall comply with the dimension requirements set forth in this section, whether or not said escape or rescue window is located in a sleeping room.

With regard to building permits issued prior to the effective date of Ordinance 1999-1021, June 14, 1999, for additions to or alterations of existing buildings or structures, any window well with a finished sill height below adjacent ground level shall be deemed in compliance with the Town’s regulations if said window well meets the dimensions set forth in the 1991 Edition of the Uniform Building Code, previously in effect in the Town.

IRC Section R310.2.1 IRC Section R310.2.1 (Ladder and steps) is amended by the addition of the following exception to read as follows:

Exception: Only one window well ladder shall be required in an unfinished basement.

IRC Section R312.1 IRC Section R312.1 (Guards required) is amended by the addition of a third paragraph as follows:

All area wells, stair wells, window wells and light wells attached to any building that are located less than 36 inches (914 mm) from the nearest intended walking surface and deeper than 30 inches (762 mm) below the surrounding ground level, creating an opening greater than 24 inches (610 mm) measured perpendicular from the building, shall be protected with guardrails conforming to this section around the entire opening, or be provided with an equivalent barrier.

Exceptions:

1. The access side of stairways need not be protected.

2. Area and window wells provided for emergency escape and rescue windows may be protected with approved grates or covers that comply with Section R310.4 of this Code.
3. Covers and grates may be used over stairways and other openings used exclusively for service access or for admitting light or ventilation.

IRC Section R313 IRC Section R313 (Automatic Fire Sprinkler Systems) is amended by the deletion of this section in its entirety.

IRC Section R319 Section R319 is amended by the deletion of the 4th paragraph and replacing with; “Numbers shall be a minimum of 3 inches high with a minimum stroke width of ½ inch.”

IRC Section R401.2 IRC Section R401.2 (Requirements) is amended by the addition of the following:

Foundations shall be designed and the construction drawings stamped by a Colorado registered design professional. The foundation design must be based on an engineer’s soils report. The drawings must be noted with the engineering firm name, specific location for design and soils report number. A site certification prepared by State of Colorado registered design professional is required for setback verification on all new Group R Division 3 occupancies.

IRC Section R405.1 IRC Section R405.1 (Concrete or masonry foundations) is amended with the addition of the following after the first sentence:

All foundation drains shall be designed and inspected by a State of Colorado registered design professional.

IRC Section R405.2.3 IRC Section R405.3 (Drainage System) is amended by the deletion of this section and replaced with:

If the Town determines that pre-subdivision geotechnical groundwater analysis reveals the presence of high ground water levels within a location, the issuance of a building permit for each lot within such location shall be conditioned upon a lot-specific ground water test as further described in this sub-section. No foundation components shall be installed until the location of the ground water table is determined and applicability of sump and/or sump pump requirements are addressed as provided herein.

In no case shall the bottom of the basement floor or crawl space finished grade lie within three (3) feet of the ground water table (determined as provided in this sub-section below). In cases where the bottom of the basement floor or crawl space finished grade is proposed to lie between three (3) feet and five (5) feet of the

ground water table (determined as provided in this sub-section below), a sump and functioning sump pump shall be provided to drain the porous layer and footings. In cases where the bottom of the basement floor or crawl space finished grade is proposed to lie five (5) feet or more above the ground water table (determined as provided in this sub-section), a sump shall be provided to drain the porous layer and footings.

The sump required in this Section shall be at least 24 inches (610 mm) in diameter or 20 inches square (0.0129 m²), shall extend at least 24 inches (610 mm) below the bottom of the basement floor and shall be capable of positive gravity or mechanical drainage to remove any accumulated water. The drainage system shall discharge into an approved sewer system or to daylight.

For purposes of this sub-section, the “lot-specific ground water test” required herein shall be certified by a Licensed Professional Engineer, and shall be subject to the following additional criteria:

1. The lot-specific ground water test hole shall be drilled within fifteen feet (15’) of the lowest point of the proposed foundation;
2. The data from the lot-specific ground water test hole shall be valid for one (1) year from the date the test data was certified by the Licensed Professional Engineer; and
3. Upon expiration of the aforesaid one-year time period, another lot-specific ground water test must be obtained in accordance with the criteria set forth in sub-paragraphs 1 and 2 above, and the data from each subsequent lot-specific ground water test shall be valid for one (1) year from the date such subsequent test data was certified by the Licensed Professional Engineer.

IRC Section R501.3 IRC Section R501.3 (Fire protection of floors) is amended by the deletion of this section in its entirety.

IRC Chapter 11 IRC Chapter 11 (Energy Efficiency) is deleted in its entirety and replaced with the 2009 International Energy Conservation Code.

IRC Section M1502.4.4.2 IRC Section M1502.4.4.2 (Manufactures instructions) is amended by the deletion of this section in its entirety.

IRC Section G2415.12 IRC Section G2415.12 (Minimum burial depth) is amended by the addition of the following:

All plastic fuel gas piping shall be installed a minimum of 18 inches (457 mm) below grade.

IRC Section G2415.12.1 IRC Section G2415.12.1 (Individual outside appliances) is deleted in its entirety.

IRC Section G2417.4.1 IRC Section G2417.4.1 (Test pressure) is amended by changing 3 psig to 10 psig.

IRC Section G2417.4.2 IRC Section G2417.4.2 (Test Duration) is amended by replacing “10 Minutes” with “15 Minutes”.

IRC Section P2503.5.1 IRC Section P2503.5.1 (Rough plumbing) is amended by deleting the first paragraph and replacing with “DWV systems shall be tested on completion of the rough piping installation by water or air with no evidence of leakage.”

IRC Section P2603.5.1 IRC Section P2603.5.1 (Sewer depth) is amended by filling in both areas where indicated to read “12 inches (305 mm)”.

IRC Section P 3009 (Grey Water Recycling Systems) is deleted in its entirety.

IRC Section P3103.1 IRC Section P3103.1 (Roof extension) is amended by replacing the words “6 inches” with “12 inches”.

Sec. 18-3-20. Purpose and scope.

The purpose of the International Residential Code is to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the use and occupancy, location and maintenance of all residential buildings and structures within this jurisdiction.

Sec. 18-3-30. Modifications and amendments.

The International Residential Code, together with any appendices thereto, is adopted by reference with the following specific deletion: All sections purporting to provide indemnification by the Town for inspections conducted pursuant to the provisions of the International Residential Code shall be deleted.

Sec. 18-3-40. Copy of code on file.

Pursuant to Section 4.13 of the Home Rule Charter, the Town Clerk shall maintain a copy of the International Residential Code and shall make copies thereof available for purchase by the public at a reasonable cost.

Section 3. Chapter 18, Article IV of the Windsor Municipal Code is hereby repealed, amended and re-adopted to read as follows:

ARTICLE IV

International Mechanical Code

Sec. 18-4-10. Adoption of code by reference.

Pursuant to State law, the International Mechanical Code, 2012 Edition, as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, Chapters 1 through 15 inclusive, is hereby adopted by reference as the Town of Windsor Mechanical Code as if fully set out in this Article with the additions, deletions, insertions and changes as follows:

IMC Section 101.1 IMC Section 101.1 (Title) is amended by the addition of the term “Town of Windsor” where indicated.

IMC Section 504.6.4.2 IMC Section 504.6.4.2 (Manufacturers Instructions) is amended by the deletion of this section in its entirety.

Sec. 18-4-20. Purpose and scope.

The purpose of the International Mechanical Code is to safeguard the public health and safety by establishing minimum regulations for mechanical systems using prescriptive and performance-related provisions.

Sec. 18-4-30. Modifications and amendments.

The International Mechanical Code, together with any appendices thereto, is adopted by reference with the following specific deletion: All sections purporting to provide indemnification by the Town for inspections conducted pursuant to the provisions of the International Mechanical Code shall be deleted.

Sec. 18-4-40. Copy of code on file.

Pursuant to Section 4.13 of the Home Rule Charter, the Town Clerk shall maintain a copy of the International Mechanical Code and shall make copies thereof available for purchase by the public at a reasonable cost.

Section 4. Chapter 18, Article V of the Windsor Municipal Code is hereby repealed, amended and re-adopted to read as follows:

ARTICLE V

International Fuel Gas Code

Sec. 18-5-10. Adoption of code by reference.

Pursuant to State law, the International Fuel Gas Code, 2012 Edition, as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, Chapters 1 through 8 inclusive, is hereby adopted by reference as the Town of Windsor Fuel Gas Code as if fully set out in this Article with the additions, deletions, insertions and changes as follows:

IFGC Section 101.1 IFGC Section 101.1 (Title) is amended by the addition of the term “Town of Windsor” where indicated.

IFGC Section 404.12 IFGC Section 404.12 (Minimum burial depth) is amended by the addition of the following: All plastic fuel gas piping shall be installed a minimum of 18 inches (457 mm) below grade.

IFGC Section 406.4.1 IFGC Section 406.4.1 (Test pressure) is amended by changing 3 psig to 10 psig.

IFGC Section 406.4.2 IFGC Section 406.4.2 (Test duration) is amended by changing the second paragraph to read:

When testing a system having a volume less than 10 cubic feet or a system in a single family dwelling, the test duration shall be not less than 15 minutes.

IFGC Section 614.6.5.2 IFGC Section 614.6.5.2 (Manufactures instructions) is amended by the deletion of this section in its entirety.

Sec. 18-5-20. Purpose and scope.

The purpose of the International Fuel Gas Code is to safeguard the public health and safety by establishing minimum regulations for fuel gas systems and gas-fired appliances, using prescriptive and performance-related provisions.

Sec. 18-5-30. Modifications and amendments.

The International Fuel Gas Code, together with any appendices thereto, is adopted by reference with the following specific deletion: All sections purporting to provide indemnification by the Town for inspections conducted pursuant to the provisions of the International Fuel Gas Code shall be deleted. (Ord. 2008-1315)

Sec. 18-5-40. Copy of code on file.

Pursuant to Section 4.13 of the Home Rule Charter, the Town Clerk shall maintain a copy of the International Fuel Gas Code and shall make copies thereof available for purchase by the public at a reasonable cost.

Section 5. Chapter 18, Article VI of the Windsor Municipal Code is hereby repealed, amended and re-adopted to read as follows:

ARTICLE VI

International Plumbing Code

Sec. 18-6-10. Adoption of code by reference.

Pursuant to State law, the International Plumbing Code, 2012 Edition, as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, Chapters 1 through 13 inclusive, is hereby adopted by reference as the Town of Windsor Plumbing Code as if fully set out in this Article with the additions, deletions, insertions and changes as follows:

IPC Section 101.1 IPC Section 101.1 (Title) is amended by the addition of the term “Town of Windsor” where indicated.

IPC Section 305.4.1 IPC Section 305.4.1 (Sewer depth) is amended by filling in both areas where indicated to read “12 inches (305 mm)”.

IPC Section 312.3 IPC Section 312.3 (Drainage and vent air test) is amended by deleting the first paragraph.

IPC Section 904.1 IPC Section 904.1 (Roof extension) is amended by inserting the number “12” (152.4 mm) where indicated in the second sentence.

IPC Chapter 13 (Grey Water Recycling Systems) is deleted in its entirety.

Sec. 18-6-20. Purpose and scope.

The purpose of the International Plumbing Code is to safeguard the public health and safety by establishing minimum regulations for plumbing systems, using prescriptive and performance-related provisions.

Sec. 18-6-30. Modifications and amendments.

The International Plumbing Code, together with any appendices thereto, is adopted by reference with the following specific deletion: All sections purporting to provide indemnification by the Town for inspections conducted pursuant to the provisions of the International Plumbing Code shall be deleted.

Sec. 18-6-40. Copy of code on file.

Pursuant to Section 4.13 of the Home Rule Charter, the Town Clerk shall maintain a copy of the International Plumbing Code and shall make copies thereof available for purchase by the public at a reasonable cost.

Section 6. Chapter 18, Article VII of the Windsor Municipal Code is hereby repealed, amended and re-adopted to read as follows:

ARTICLE VII

International Energy Conservation Code

Sec. 18-7-10. Adoption of code by reference.

Pursuant to State law, the International Energy Conservation Code, 2009 Edition, as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, Chapters 1 through 5 inclusive, is hereby adopted by reference as the Town of Windsor Energy Conservation Code as if fully set out in this Article with the additions, deletions, insertions and changes as follows:

IECC Section C101.1 IECC Section C101.1 (Title) is amended by the addition of the term “Town of Windsor” where indicated.

IECC Section 109.1 IECC Section 109.1 (General) is amended by deleting the last three paragraphs and inserting the following:

The members of the Board of Appeals shall be comprised of the members of the Town Board of Adjustment.

IECC Section 109.3 IECC Section 109.3 (Qualifications) is amended by the deletion of this section in its entirety.

Sec. 18-7-20. Purpose and Scope

The purpose of the International Energy Conservation Code is to safeguard the public health and safety by establishing minimum regulations for energy conservation systems systems, using prescriptive and performance-related provisions.

Sec. 18-7-30. Modifications and amendments.

The International Energy Conservation Code, together with any appendices thereto, is adopted by reference with the following specific deletion: all sections purporting to provide indemnification by the Town for inspections conducted pursuant to the provisions of the International Energy Conservation Code shall be deleted.

Sec. 18-7-40. Copy of code on file.

Pursuant to Section 4.13 of the Home Rule Charter, the Town Clerk shall maintain a copy of the International Energy Conservation Code and shall make copies thereof available for purchase by the public at a reasonable cost.

Section 7. Chapter 18, Article VIII is hereby repealed, amended and re-adopted to read as follows:

ARTICLE VIII

International Property Maintenance Code

Sec. 18-8-10. Adoption of code by reference.

Pursuant to State law, the International Property Maintenance Code, 2012 Edition, as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, Chapters 1 through 8 inclusive, is hereby adopted by reference as the Town of Windsor Property Maintenance Code as if fully set out in this Article with the additions, deletions, insertions and changes as follows:

IPMC Section 101.1 IPMC Section 101.1 (Title) is amended by the addition of the term “Town of Windsor” where indicated.

IPMC Section 102.3 IPMC Section 102.3 (Application of Other Codes) is amended by the deletion of the last paragraph.

IPMC Section 103.5 IPMC Section 103.5 (Fees) is amended by deleting the section in its entirety.

IPMC Section 111.2 IPMC Section 111.2 (Membership of board) is amended by deleting the section in its entirety and inserting the following:

The members of the Board of Appeals shall be comprised of the members of the Town Board of Adjustment.

IPMC Section 111.2.1 IPMC Section 111.2.1 (Alternate Members) is amended by the deletion of this section in its entirety.

IPMC Section 111.2.2 IPMC Section 111.2.2 (Chairman) is amended by deleting the section in its entirety.

IPMC Section 111.2.3 IPMC Section 111.2.3 (Disqualification of member) is amended by deleting the section in its entirety.

IPMC Section 111.2.4 IPMC Section 111.2.4 (Secretary) is amended by deleting the section in its entirety.

IPMC Section 111.2.5 IPMC Section 111.2.5 (Compensation of members) is amended by deleting the section in its entirety.

IPMC Section 111.3 IPMC Section 111.3 (Notice of Meeting) is amended by the deletion of this section in its entirety.

IPMC Section 111.4 IPMC Section 111.4 (Open Hearing) is amended by the deletion of this section in its entirety.

IPMC Section 302.3 IPMC Section 302.3 (Sidewalks and Driveways) is amended by the deletion of this section in its entirety.

IPMC Section 302.4 IPMC Section 302.4 (Weeds) is amended by deleting this section in its entirety.

IPMC Section 302.8 IPMC Section 302.8 (Motor Vehicles) is amended by deleting this section in its entirety.

IPMC Section 304.3 IPMC Section 304.3 (Premises Identification) is amended by deleting the 4th paragraph and replacing with “Numbers shall be a minimum 3 inches in height with a minimum stroke width of .5 inch.”

IPMC Section 304.14 IPMC Section 304.14 (Insect Screens) is amended by the deletion of this section in its entirety.

IPMC Section 308 IPMC Section 308 (Rubbish and Garbage) is amended by the deleting this section in its entirety.

IPMC Section 309 IPMC Section 309 (Pest Elimination) is amended by the deletion of this section in its entirety.

IPMC Section 604.2 IPMC Section 604.2 (Service) is amended by replacing “NFPA 70” with “Electrical Code adopted by the State of Colorado.”

Sec. 18-8-20. Purpose and Scope.

The purpose of the International Property Maintenance Code is to safeguard the public health and safety by establishing minimum regulations for property maintenance, using prescriptive and performance-related provisions.

Sec. 18-8-30. Modifications and amendments.

The International Property Maintenance Code, together with any appendices thereto, are adopted by reference with the following specific deletion: All sections purporting to provide indemnification by the Town for inspections conducted pursuant to the provisions of the International Property Maintenance Code shall be deleted.

Sec 18-8-40. Copy of codes on file.

Pursuant to Section 4.13 of the Home Rule Charter, the Town Clerk shall maintain a copy of the International Property Maintenance Code and shall make copies thereof available for purchase by the public at a reasonable cost.

Section 8. Chapter 18, Article IX of the Windsor Municipal Code is hereby repealed, amended and re-adopted to read as follows:

ARTICLE IX

International Existing Building Code

Sec. 18-9-10. Adoption of code by reference.

Pursuant to State law, the International Existing Building Code, 2012 Edition, as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001, Chapters 1 through 15 inclusive, is hereby adopted by reference as the Town of Windsor Existing Building Code as if fully set out in this Article with the additions, deletions, insertions and changes as follows:

International Existing Building Code is amended by replacing all references to “ICC Electrical Code” with “Electrical Code adopted by the State of Colorado”.

IEBC Section 101.1 IEBC Section 101.1 (Title) is amended by the addition of the term “Town of Windsor” where indicated.

IEBC Section 1301.1 IEBC Section 1301.1 (Conformance) is amended by deleting the section in its entirety and replacing it with the following:

Structures moved into or within the jurisdiction shall comply with the provision of this Code for new structures.

Sec. 18-9-20. Purpose and Scope.

The purpose of the International Existing Building Code is to safeguard the public health and safety by establishing minimum regulations for existing buildings, using prescriptive and performance-related provisions.

Sec. 18-9-30. Modifications and amendments.

The International Existing Building Code, together with any appendices thereto, are adopted by reference with the following specific deletion: All sections purporting to provide indemnification by the Town for inspections conducted pursuant to the provisions of the International Existing Building Code shall be deleted.

Sec 18-9-30. Copy of codes on file.

Pursuant to Section 4.13 of the Home Rule Charter, the Town Clerk shall maintain a copy of the International Existing Building Code and shall make copies thereof available for purchase by the public at a reasonable cost.

Section 9. Chapter 18, Article X of the Windsor Municipal Code is hereby repealed, amended and re-adopted to read as follows:

ARTICLE X

National Electrical Code

Sec. 18-10-10. Adoption of code by reference.

Pursuant to State law, the National Electrical Code, 2011 Edition, as promulgated by the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169, is hereby adopted by reference as the Town of Windsor Electrical Code as if set forth fully in this Article.

Sec. 18-10-20. Purpose and scope.

The purpose of the National Electrical Code is the practical safeguarding of persons and property from hazards arising from the use of electricity.

Sec. 18-10-30. Modifications and amendments.

The National Electrical Code, together with all appendices thereto, is adopted by reference with the following specific deletion: All sections purporting to provide indemnification by the Town for inspections conducted pursuant to the provisions of the National Electrical Code.

Sec. 18-7-40. Copy of code on file.

Pursuant to Section 4.13 of the Home Rule Charter, the Town Clerk shall maintain a copy of the National Electrical Code and shall make copies thereof available for purchase by the public at a reasonable cost.

Section 10. Chapter 18, Article XI of the Windsor Municipal Code is hereby repealed, amended and re-adopted to read as follows:

ARTICLE XI

Fire Zones

Sec. 18-11-10. Fire Zone I established.

All areas in the Town as shown on the Official Zoning Map of the Town to be in a Central Business CB District shall be in Fire Zone I as described in the adopted building code as adopted in Article II hereof.

Sec. 18-11-20. Fire Zone II established.

All areas in the Town as shown on the Official Zoning Map of the Town to be in a High-Density Multifamily Residential MF-2 District and Neighborhood Commercial NC District shall be in Fire Zone II as described in the adopted building code, as adopted in Article II of this Chapter.

Sec. 18-11-30. Fire Zone III established.

All other zoning classifications shown on the Official Zoning Map of the Town and all areas in the Town not specifically zoned shall be in Fire Zone III as described in the adopted building code, as adopted in Article II of this Chapter.

Section 11. Chapter 18, Article XII of the Windsor Municipal Code is hereby repealed, amended and re-adopted to read as follows:

ARTICLE XII

Building Numbering

Sec. 18-12-10. Numbering required; system established.

All buildings that are now or shall hereafter be erected within the corporate limits of the Town, facing upon any street or avenue, shall be separately numbered by the owner or owners, occupant or occupants or the agent thereof, according to the following plan, to wit:

- (1) Buildings on streets or avenues running east and west in the Town shall be numbered from 0 Street, as a base line, with odd numbers on the south side and even numbers on the north side, progressing alternately from side to side.
- (2) Buildings on streets or avenues running north and south in the Town shall be numbered from Ash Street, as a base line, with odd numbers on the east side and even numbers on the west side, progressing alternately from side to side.

Sec. 18-12-20. Size and placement of numbers.

The figures of each number shall be not less than three (3) inches in length, shall be legible and placed in a conspicuous place on the front of each building.

Sec. 18-12-30. Town Clerk to assign numbers.

It shall be the duty of the Town Clerk, upon request therefor, to advise the owner or owners, occupant or occupants or the agent thereof of the proper number assigned, under the provisions of this Article, to any building that is now or may hereafter be erected in the Town.

Section 12. Chapter 18, Article XIII is hereby repealed, amended and re-adopted to read as

follows:

ARTICLE XIII
General Provisions

Sec. 18-13-10. Code indemnification provisions repealed.

(a) Any and all provisions contained in any international or uniform codes pertaining to building inspection and construction adopted by reference by the Town and purporting to provide indemnification by the Town for inspections conducted pursuant to the provisions of such codes are, by force of this Article, excluded from such international or uniform codes, as adopted by the Town, and are hereby repealed.

(b) This Section shall generally apply to all indemnification provisions contained in any international or uniform codes adopted by the Town relating to building inspection and construction, which contravene the stated purpose of this Article, but shall be applicable specifically to the following sections of the following international codes:

- (1) 2012 International Building Code — Section 104.8.
- (2) 2012 International Residential Code — Section 104.8.
- (3) 2012 International Fuel Gas Code — Section 103.4.
- (4) 2012 International Plumbing Code — Section 103.4.
- (5) 2012 International Mechanical Code — Section 103.4.
- (6) 2012 International Existing Building Code — Section 104.8.
- (7) 2012 International Property Maintenance Code — Section 103.4.

Sec. 18-13-20. Town not liable for inspectors.

Under no circumstances shall the Town defend, insure, indemnify, hold harmless or be responsible for the actions of private inspectors with whom the Town may contract to perform services pursuant to the codes referred to in Section 18-13-10 above.

Section 13. Chapter 17 of the Windsor Municipal Code is hereby amended by the addition of a new Article XVI, which shall read as follows:

ARTICLE XVI

Reimbursement Agreements

Sec. 17-16-10. Reimbursement agreements.

(a) Any person constructing a street, water line, storm drainage line or sewer line through undeveloped areas of the Town to reach and serve such person's property, or any person constructing such a street or line on the perimeter of his or her property, shall be responsible for the entire cost of such construction. Any person constructing such improvements shall hereinafter be referred to as "the developer."

(b) Any developer who constructs a street, water line, storm drainage line or sewer line as aforesaid may enter into a reimbursement agreement with the Town, the terms of which are more fully described herein. In the event such an agreement is entered into, the Town is hereby authorized to assess a charge against each property owner specially benefited by the improvements for the cost of the improvements at the time access to the street is granted or a connection permit to the water line, storm drainage line or sewer line is issued.

(c) In the event an agreement is entered into and a charge is collected, the Town shall reimburse the developer to the extent of such collection after deducting a service charge of three percent (3%), representing the Town's administrative costs. All costs of construction of the street, water line, storm drainage line or sewer line must be fully paid by the developer before the developer will be entitled to any reimbursement under any agreement which may be entered into pursuant to this Section. Reimbursement to the developer is absolutely contingent upon actual collection of the charge by the Town.

(d) The amount of reimbursement which the Town shall assess shall be based upon the original cost of design and construction. In order to obtain approval of a reimbursement agreement with the Town, the developer shall first provide the Town with copies of the following:

(1) Completed bid forms from at least three (3) qualified contractors with an indication of which contractor was awarded the project. All bid forms must contain the description, estimated quantity and unit price for each item included in the project.

(2) Satisfactory evidence that all engineering, construction and other costs in connection with the project have been paid in full.

(3) A map which shall include the following:

a. The location of the improvements;

b. The name of the owner of each property specially benefited by the improvement and the amount of that benefit;

- c. The legal description of each property benefited by the improvement; and
- d. Such additional information which the Town Manager or Town Engineer may deem necessary.
- (e) In the event the foregoing information is not submitted by the developer within ninety (90) days from final acceptance of the improvement by the Town, there shall be no reimbursement agreement. In the event the information is timely submitted, the Town will review such information and prepare an appropriate reimbursement agreement to be executed by the developer and the Town.
- (f) The term of any reimbursement agreement shall not exceed a period of ten (10) years from the date of its execution. The Town Board may approve one (1) extension of the agreement not to exceed an additional ten (10) years if application for extension is made prior to the expiration of the original ten-year period. The Town is not liable for any portion of the uncollected balance.
- (g) The books and records of the developer relating to the cost of the construction of the improvements for which the developer seeks reimbursement shall be open to the Town at all reasonable times for the purpose of auditing and verifying the developer's costs.

Section 14. Severability. Should any one or more sections or provisions of this Ordinance or of any of the primary or secondary codes adopted by reference be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or the codes adopted by reference hereby, the intention being that the various sections and provisions are severable.

Section 15. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

Introduced, passed on first reading and ordered published this 25th day of March, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Passed on second reading, and ordered published this 8th day of July, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



MEMORANDUM

Date: July 8, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Joseph P. Plummer, AICP, Director of Planning
Re: Resolution No. 2013 – 41 Declaring the Applicability of Certain Provisions of the 2012 International Fire Code and 2012 International Fire Code Standards for Those Portions of the Town Within the Boundaries of the Windsor-Severance Fire Protection District
Item #: C.2.

Discussion Item:

As it may be seen from the enclosed letter dated April 23, 2011 to Town Manager Kelly Arnold and the enclosed excerpt from the Windsor-Severance Fire Protection District (District) minutes, on April 11, 2013 the District adopted the 2012 International Fire Code (please see enclosed District Resolution No. 2013-1).

Unlike the previous agenda item pertaining to the adoption of the 2012 Series of International Building Codes, etc., the Town does not adopt International Fire Codes since the Town does not enforce fire codes. In order for the International Fire Code and Fire Code Standards to be applicable within the Town limits, the Town should adopt a resolution declaring the applicability of the most-recent fire code that has been adopted by the District.

When the Town adopted the 2006 Series of International Building Codes in 2008, the Town also adopted the enclosed Resolution No. 2008-20 which, like the present proposal, established that the 2006 International Fire Code and Fire Code Standards were applicable in Windsor.

Therefore, and similar to Resolution No. 2008-20, staff has placed the enclosed Resolution No. 2013-41 on the agenda in order to declare the applicability of the 2012 International Fire Code and Fire Code Standards in Windsor.

Recommendation: Approval of Resolution No. 2013-41 as presented, with a copy of the approved Resolution being forwarded to the Windsor-Severance Fire Protection District.

Attachments: Fire Rescue Letter; Fire Rescue Resolution; Excerpt from Fire Rescue Minutes; and Town of Windsor Resolutions 2008-20 and 2013-41

pc: Herb Brady, Chief
Windsor-Severance Fire Protection District
Sandra Friedrichsen, Fire Marshal
Windsor-Severance Fire Protection District

TOWN OF WINDSOR

RESOLUTION NO. 2013-41

A RESOLUTION DECLARING THE APPLICABILITY OF CERTAIN PROVISIONS OF THE 2012 INTERNATIONAL FIRE CODE AND 2012 INTERNATIONAL FIRE CODE STANDARDS FOR THOSE PORTIONS OF THE TOWN WITHIN THE BOUNDARIES OF THE WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT

WHEREAS, the Board of Directors of the Windsor-Severance Fire Protection District have adopted certain provisions of the 2012 International Fire Code and 2012 International Fire Code Standards; and

WHEREAS, the corporate limits of the Town are included within the Windsor-Severance Fire Protection District; and

WHEREAS, the Town has reviewed those portions of the 2012 International Fire Code and 2012 International Fire Code Standards adopted by the Windsor-Severance Fire Protection District and, pursuant to Section 32-1-1002(1)(d), C.R.S., desires to declare the applicability thereof to those portions of the Town lying within the boundaries of the Windsor-Severance Fire Protection District;

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

1. The Town acknowledges that the Windsor-Severance Fire Protection District has adopted certain provisions of the 2012 International Fire Code and 2012 International Fire Code Standards.

2. The Town Board hereby finds and determines that the best interests of the citizens of the Town of Windsor will be served by making those provisions of the 2012 International Fire Code and 2012 International Fire Code Standards adopted by the Windsor-Severance Fire Protection District effective within the Town of Windsor, and by this Resolution the Town Board declares such applicability.

3. The Town Clerk is hereby directed to provide a copy of this Resolution to the Board of Directors of the Windsor-Severance Fire Protection District, acknowledging the action of the Town Board as aforesaid.

[remainder of this page intentionally left blank]

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 8th day of July, 2013.

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



Windsor Severance Fire Rescue

100 7th Street, Windsor, Colorado, 80550

970-686-2626

www.wsfr.us

23 April 2013

Town of Windsor
C/O Kelly Arnold, Town Manager
301 Walnut St
Windsor, CO 80550

Dear Mr. Arnold,

On 11 April, 2013, the Board of Directors of the Windsor-Severance Fire Protection District adopted the International Fire Code, 2012 edition, including various appendices and certain modifications.

As provided in Section 32-1-1002(1) (d) CRS, the 2012 International Fire Code cannot become effective and enforceable by the Windsor-Severance Fire Protection District in the portion of the Town of Windsor that is included in the Windsor Severance Fire Protection District until such time that the Town of Windsor adopts a resolution stating that the 2012 International Fire Code, as adopted by the Board of Directors, shall be applicable within the boundaries of the Windsor Severance Fire Protection District.

I have enclosed all the information necessary on the adoption of the 2012 International Fire Code, including a copy of the minutes adopting the 2012 International Fire Code and the modifications to the Code adopted by the Windsor-Severance Fire Protection District.

I would appreciate it if you would place this on the agenda for action by the Town of Windsor. Please notify me of the date and time that this is set for. Upon resolution it would be appreciated if a copy of the resolution be forwarded to me.

If you have any questions or need anything further please do not hesitate to contact me.

Respectfully,

Sandra Friedrichsen

Fire Marshal

Windsor-Severance Fire Protection District

- A. Replacement of the out going board member focused on Karen Kunz
 - 1. Director Buchholtz motioned to have Karen Kunz serve the remainder of Director Dykstra's term, motioned seconded by Director Abbott
 - 2. Motion passed unanimously
 - B. Old Station #2 sale update
 - 1. It was reported that town of Severance is willing to trade fees for old Station #2
 - 2. Bids and permit fees should be in by April 25th
 - 3. April 25th 7:00 pm Station #1 was set as a work session to open the bids
 - C. 2012 IFC Code Adoption
 - 1. Motion to adopt was made by Director Fagler, motion was seconded by Director Abbott
 - 2. Motion passed unanimously
 - D. Logo / Patch Design was covered by Chief Brady above
- VI. New Business
- A. Accounts Receivable Policy Adoption
 - 1. Motion to adopt was made by Director Fagler, motion was seconded by Director Abbott
 - 2. Motion passed unanimously
 - B. Discussion of a joint Johnstown, Milliken, Severance, and Windsor E.M.S. board
 - 1. Director Young volunteered to serve on it
 - 2. It was decided that the two chiefs, a member from each board, and a representative from Thompson Valley would make up the E.M.S. board
 - C. Quarterly Financial Reports - Ann Sellers
 - 1. Department has only used 18% of funds available with 25% of the year over
 - 2. Ann then presented a detailed break out of this quarters finances
 - D. Vacation Policy revisions were briefly covered
 - E. Chief Bateman has audited our departments communication techniques, and found we are doing a good job
 - F. 911 Surcharge has some technical issues with collection of fees. Correction is ongoing
 - G. Coffee with the Mayor discussed as a means of community outreach
- VII. Adjournment 20:15

**FIRE CODE
RESOLUTION 2013-1
WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT**

A RESOLUTION OF THE BOARD OF DIRECTORS ADOPTING THE INTERNATIONAL FIRE CODE, PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSION, AND PROVIDING FOR THE ISSUANCE OF PERMITS FOR HAZARDOUS USES OR OPERATION.

WHEREAS, The Board of Directors of the Windsor-Severance Fire Protection District deems it necessary to adopt the following code for the purpose of establishing rules of conduct and standards for the protection of life, health, property, security, and welfare of the inhabitants of the District; and

WHEREAS, The Board of Directors has considered the effect of the fire code enforcement within the boundaries of the District and has determined that enforcement of the proposed codes would not cause undue hardship or suppression of economic growth within the District; and

WHEREAS, The Board of Directors has studied the necessity for realistic and reasonable level of fire protection to be provided by a fire protection district; and

WHEREAS, The Board of Directors will pursue adoption by municipalities within the limits of the District and by counties in which territories of the District are located to adopt the same codes for the purpose of ensuring equitable protection of all of the inhabitants of the District;

NOW, THEREFORE, BE IT RESOLVED:

SECTION I: Adoption of the 2012 International Fire Code and referenced International Fire Code Standards.

The International Fire Code 2012 Edition, issued and published by the International Code Council, 4501 West Flossmoor Road, Country Club Hills IL 60478-5795, including appendices B, C, D, H, I and J, is hereby adopted by reference as the fire code of the district. The purpose of the fire code is to provide minimum standards to safeguard life and limb, health, property and the public welfare by regulating fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises; and to provide for the issuance of permits and collection of fees therefore. At least one copy of the International Fire Code, 2012 Edition, shall be on file in the office of the fire department, and may be inspected during regular business hours.

The date on which this Resolution shall take effect within the incorporated municipalities within this District shall be the date of approval by the governing board of said municipality and the date on which it shall take effect within the unincorporated portions of Weld/Larimer Counties shall be on the date of approval by the Boards of County Commissioners in and for the Counties

of Weld/Larimer State of Colorado. This Code shall be in effect within the territorial limits of the Windsor-Severance Fire Protection District.

SECTION II: Establishment and Duties of Fire Prevention.

Organizational structure and duties of the Fire Prevention Bureau or Division, if any, shall be as provided by the District's policies and or directives.

SECTION III: Definitions.

Wherever the word "District" is used, it shall mean the Windsor-Severance Fire Protection District.

Wherever the word "jurisdiction" is used in the adopted Code and Standards, it is meant to be inclusive of the boundaries of the Windsor-Severance Fire Protection District as they now or may hereafter exist.

Where the term "Chief" or "Chief of the Bureau of Fire Prevention" is used, it shall be held to mean the Chief of the Windsor-Severance Fire Protection District, or a designated member of the District.

Where the term "Bureau of Fire Prevention" is used, it shall be held to mean either the entire Fire Prevention Division or those employees (paid or volunteer) designated by the Chief to carry out enforcement duties relating to the prevention of fires and suppression of arson.

Where the term "Board" is used, it shall be held to mean the Board of Directors of the Windsor-Severance Fire Protection District.

Where the term "Board of Appeals" is used, it shall refer to the District's Board or to the boards established by the applicable municipalities or counties, if any.

Wherever the term "this code" is used, it shall be held to mean the International Building Code as adopted, amended and incorporated into the Weld/Larimer County Building Code, Town of Windsor/Severance Building Code.

SECTION IV: Amendments made in and to the 2012 International Fire Code. The 2012 International Fire Code is amended and changed in the following respects:

Section 105.6 amended - Operational Permits.

The International Fire Code is amended by deletion of Sections 105.6.11, 105.6.15, 105.6.17, 105.6.29, 105.6.35, 105.6.38, 105.6.46 as published.

Section 105.6.27 amended - LP Gas.

Section 105.6.27 of the International Fire Code is amended by the deletion of section 105.6.27 and the adoption of the following:

105.6.27 LP Gas. An operational permit is required for the storage and use of LP gas containers having an individual water capacity of 250 gallons or greater.

Section 108 amended - Board of Appeals.

Section 108 of the International Fire Code is amended by deletion of Section 108 as published and adoption of the following:

108.1 Board of Appeals established. The board of appeals is established and governed as the Windsor Severance Fire Protection District Board of Directors.

Section 109.1 amended - Unlawful Acts.

Section 109.1 of the International Fire Code is amended by addition of the following: 109.1.1 Unlawful Parking. Vehicles parked in fire apparatus access roads marked in accordance with Appendix D Section 103.6 shall be in violation of the municipal code and model traffic code of the town where located.

Section 109.4 amended - Violation penalties

Section 109.4 of the International Fire Code is amended by deletion of Section 109.4 as published and adoption of the following:

Section 109.4 Violation penalties.

A. Any person, partnership or corporation who violates this chapter or fails to obey it, or who violates or fails to obey any order made under it, or who builds in violation of any detail statement or specifications or plans submitted and approved under it, or builds in violation of any certificate or permit issued under it, commits a separate offense for each day or part of a day the violation exists. Offenses are punishable according to Colorado law. Imposition of one penalty for any violation shall not excuse the violation, nor permit it to continue; and all such persons shall correct or remedy such violations or defect within a reasonable time.

Section 308.1.1 amended - Open Flames.

Section 308.1.1 of the International Fire Code is amended in part, by addition of the following: 308.1.1 Open Flames. Sky Lanterns. The lighting of, and the release of, Sky Lanterns shall be prohibited.

Section 403.2 - amended - Public Safety Plan.

Section 403.2 of the International Fire Code is amended by the deletion of Section 403.2 as published and adoption of the following:

403.2 Public Safety Plan. In all occupancies, where the code official determines that an indoor or outdoor gathering of persons has a potential adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus roads, or where such gatherings adversely affect public safety services of any kind, the code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety.

Section 503 amended - Fire apparatus access roads.

Section 503 of the International Fire Code is amended by deletion of Section 503.1 through 503.2.8 as published and adoption of the following:

Section 503 Fire Apparatus Access Roads.

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portion of the exterior wall of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exception: The code official is authorized to increase the dimension of 150 feet where:

1. To a maximum of 300 feet when the building is equipped throughout with an approved NFPA 13 automatic sprinkler system not required by another provision of the code.
2. When fire apparatus access roads cannot be installed due to location on property, topography, waterways, non-negotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.

503.1.2 Additional access. A minimum of two separate and independent access/egress routes shall be provided when more than 25 individual dwelling units, or combined potential aggregate building area of more than 24,000 square feet in other type of development will be served by the access.

Exception: When all buildings are protected by approved automatic fire sprinkler systems, installed in accordance with NFPA 13 (NFPA 13D for Group R-3), two access/egress routes need not be provided unless more than 50 dwelling units or a combined potential aggregate building area of more than 48,000 square feet will be served by the single access/egress route.

503.2 Specifications. Fire apparatus roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8 and local Design Standards and Construction Specifications.

503.2.3 Surface. The full width of fire apparatus access roads shall be constructed with at least the first lift of an approved type of paving material in place and meet all of the construction requirements of the local Design Standards and Construction Specifications.

503.2.4 Turning Radius. The centerline radius of all turns shall not be less than 40 feet. No turn shall have less than a 30 foot inside radius and a 50 foot outside radius.

503.2.5 Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. Dead-ends in excess of 1,000 feet are not allowed.

Exception: When all buildings are equipped throughout with approved automatic sprinkler systems installed in accordance with NFPA 13 (NFPA 13D for one and two unit dwellings) the dead-end may be extended to 300 feet before a turnaround is required.

503.2.7 Grade and Vertical Alignment. The grade and vertical alignment of the fire apparatus access road shall be in accordance with the requirements of the local Design Standards and Construction Specifications.

503.2.9 Neck Downs and Islands. Short neck downs and islands may be allowed by the code official where all of these conditions are met:

1. The design does not negatively impact the turning radius of fire apparatus or the ability to safely operate aerial apparatus; and

2. They are designed to eliminate the potential blockage by lawfully parked vehicles and a 20 foot minimum clear width access is maintained throughout.

Section 507.3 amended - Fire Flow.

Section 507.3 of the International Fire Code is amended by deletion of Section 507.3 as published and adoption of the following:

507.3 Fire Flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined in accordance with Appendix B.

Section 507.5.7 addition - Fire Department Connections.

Section 507.5.7 of the International Fire Code is amended by addition of the following:

507.5.7 Fire Department Connections. A fire hydrant shall be located within 150 feet of a fire department connection, using an approved route without obstacles.

Section 510.1.1 addition - Where required.

Section 510.1.1 of the International Fire Code is amended by addition of the following:

510.1.1 Where required. Where adequate radio coverage cannot be established within a building, as defined by the fire code official, public safety radio amplification systems shall be installed in the following locations:

1. New buildings with a total building area greater than 50,000 square feet. For the purpose of this section, fire walls shall not be used to define separate buildings.
2. All new basements larger than 10,000 square feet.
3. Existing buildings meeting the criteria of item 1 or 2 of this section undergoing alterations or additions exceeding 50% of the existing aggregate area of the building as of the date of this ordinance.

Exceptions:

1. One and two-family dwellings and townhouses
2. If approved by the fire code official, buildings that provide a documented engineering analysis indicating the building is in compliance with radio reception levels in accordance with Section 510.4.1 and final fire department testing.

Section 603.8.1 amended - Residential Incinerators.

Section 603.8.1 of the International Fire Code is amended by deletion of Section 603.8.1 as published and adoption of the following:

603.8.1 Residential incinerators. Residential incinerators shall be prohibited.

Section 901.1 amended - Scope.

Section 901.1 of the International Fire Code is amended by deletion of Section 901.1 as published and adoption of the following:

901.1 Scope. The provisions of this chapter shall specify where fire protection systems are required and shall apply to the design, installation, inspection, operation, testing and maintenance of all fire protection systems. When the requirements of this code and the adopted building code are in conflict, the more restrictive shall apply.

Section 903.1 amended – Fire Protection Systems:

Section 903.1 of the International Fire Code is amended by addition of the following:

903.1 General. An automatic fire sprinkler system shall be installed in the occupancies and locations, as set forth in this Section 903, or in any Commercial or Industrial building where the floor area exceeds 5000 square feet.

The installation of automatic sprinkler systems shall apply when the floor area exceeds 5000 square feet, regardless of the cumulative floor area expansion. For buildings that exceed 5000 square feet the option is provided to allow for 1 hour fire separation barrier between tenants to keep individual areas at or below 5000 square foot requirement.

Section 903.1.1 amended - Alternative Protection.

Section 903.1.1 of the International Fire Code is amended by deletion of Section 903.1.1 as published and adoption of the following:

903.1.1 Alternative Protection. Alternative automatic fire-extinguishment systems complying with Section 904 shall be permitted in lieu of automatic sprinkler protection where recognized by the applicable standard and approved by the building code official and fire code official.

Section 903.2.11.1.3 amended - Basements.

Section 903.2.11.1.3 of the International Fire Code is amended by addition of the following:

903.2.11.1.3 Basements. Unfinished basement walls shall be clearly marked with the words "suppression required in basement if interior walls are constructed" per International Code Section 703.7 numbers 2 and 3.

Section 903.2.13 addition - Dead-end Roadways.

Section 903.2.13 of the International Fire Code is amended by addition of the following:

903.2.13 Dead-end Roadways. An automatic fire sprinkler system shall be installed in all Group R fire areas, including single family detached residences, when the residential structure is located beyond 400 feet of the entrance to a dead-end roadway.

Section 903.3.1.3 amended - NFPA 13D Sprinkler Systems.

Section 903.3.1.3 of the International Fire Code is amended by deletion of Section 903.3.1.3 as published and adoption of the following:

903.3.1.3 NFPA 13D Sprinkler Systems. Automatic sprinkler systems shall not be required in one- or two- family dwellings including townhomes that are located within 600 feet of a fire hydrant meeting minimum flow and pressure requirements and located within 400 feet from the entrance on a dead-end roadway. All other one- and two-family dwellings including townhouses shall have automatic sprinkler systems installed in accordance with NFPA 13D.

Section 903.4.3 amended - Floor Control Valves.

Section 903.4.3 of the International Fire Code is amended by deletion of Section 903.4.3 as published and adoption of the following:

903.4.3 Floor Control Valves. Approved supervising indicating control valves shall be provided at the point of connection to the riser on each floor in all multi-story structures.

Section 904.3.5 amended - Monitoring.

Section 904.3.5 of the International Fire Code is amended by addition of the following:

904.3.5.1 Monitoring. Monitoring of alternative automatic fire-extinguishing systems, when installed as an alternative to the required automatic sprinkler systems of Section 903, monitoring shall be required in accordance with NFPA 72.

Section 907.1.3 amended - Equipment.

Section 907.1.3 of the International Fire Code is amended by deletion of 907.1.3 as published and the adoption of the following:

907.1.3 Equipment: Systems and components shall be listed and approved for the purpose which they are installed. Only addressable fire alarm panels will be approved.

Exception: Fire alarm panels that can transmit individual specific initiating device information.

Section 907.1.3.1 Combination fire and security panels. A fire alarm system shall not be used for any purpose other than fire protection or control of fire protection systems. Combination fire and security panels are not permitted.

Section 907.2.1 amended - Group A.

Section 907.2.1 of the International Fire Code is amended by deletion of 907.2.1 as published and adoption of the following:

907.2.1 Group A. A manual and automatic fire alarm system shall be installed in accordance with NFPA 72 in all Group A occupancies. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm as required for the Group E occupancy.

Exceptions:

1. Where the building is equipped throughout with an automatic sprinkler system and the alarm notification appliances will activate upon sprinkler flow.
2. Fire area is 750 square feet or less.

Section 908.7 amended - Carbon Monoxide Detection Systems.

Section 908.7 of the International Fire Code is amended by the addition of the following:

Whenever a residential occupancy that has a fuel-fired appliance or attached garage has interior work performed that requires a permit, or whenever a residential property changes ownership or tenancy, a carbon monoxide detector shall be installed within 15 feet of any sleeping areas; those detectors may be battery operated, hard wired, or cord and plug type.

Section 1008.1.9.6 amended - Special Locking Arrangements in Group I-2.

Section 1008.1.9.6 of the International Fire Code is amended by replacing the word "or" in the second sentence with the word "and".

Section 1008.1.9.7 amended - Delayed Egress Locks.

Section 1008.1.9.7 of the International Fire Code is amended by the deletion of the first sentence of 1008.1.9.7 as published and the adoption of the following:

Approved, listed, delayed egress locks shall be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings which are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and an approved automatic smoke detection system installed in accordance with Section 907, provided that the doors unlock in accordance with Items 1 through 6 below.

Section 1018.1 amended - Corridors.

Section 1018.1 of the International Fire Code is amended by the revision of Table 1018.1 to the following:

Occupancy Group R required corridor fire-resistance ratings in buildings with a sprinkler system shall be 1 hour.

Section 3405 amended - Outdoor Storage.

Sections 3405.1 and 3405.4 of the International Fire Code are amended to read as follows:

3405.1 Tire Amounts. Outdoor storage of tires shall be restricted to no more than 500 tires per lot

3405.4 Distance from lot lines. Within 10 feet of property lines, tire storage shall not exceed the height of a single tire on tread (approximately 36 inches) from ground level. Distances of 10 feet or greater from property lines, tire storage shall not exceed 6 feet in height.

Section 5003.3.1 amended - Unauthorized discharges.

Section 5003.3.1 of the International Fire Code is amended by deletion of Section 5003.3.1 as published and adoption of the following:

5003.3.1 Unauthorized discharges. The owner or person in possession or control of any property or the person in possession or control of any hazardous materials shall immediately notify the fire department when any unauthorized discharge of hazardous materials occurs. The following procedures are required in accordance with Sections 5003.3.1.1 through 5003.3.1.4.

Chapter 80 amended - NFPA Codes.

The below referenced NFPA codes in Chapter 80 of the International Fire Code are amended by deletion as published and adoption of the following:

National Fire Protection Association (NFPA), Batterymarch Park, Quincy, MA 02269.

13- 2010 Installation of Sprinkler Systems to 13-2013

13D- 2010 Installation of Sprinkler Systems in One and Two Family Dwellings and Manufactured Homes to 13D-2013

13R - 2010 Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height to 13R-2013

30B-2011 Manufacture and Storage of Aerosol Products to 30B-2012

51A - 2011 Acetylene Cylinder Charging Plants to 51A- 2012

99-2010 Health Care Facilities to 99-2012

111-2010 Stored Electrical Energy Emergency and Standby Power Systems to 111-2012

170-2009 Standard for Fire Safety and Emergency Symbols to 170-2012

211-2010 Chimneys, Fireplaces, Vents and Solid Fuel-Burning Appliances to 211- 2012

385-2007 Tank Vehicles for Flammable and Combustible Liquids to 385-2012

409-2010 Aircraft Hangers to 409-2011

505-2010 Powered Industrial Trucks, Including Type Designations, Areas of Use, Maintenance, and Operation to 505-2011

1122-2008 Model Rocketry 1122-2013

2001- 2011 Clean Agent Fire Extinguishing Systems to 2001-2012

Appendix C105 amended - Distribution of Fire Hydrants.

Appendix C105 of the International Fire Code is amended by deletion of Section Appendix C105 as published and adoption of the following:

Appendix C105 Distribution of Fire Hydrants.

Multi-Family Residential: Hydrants shall be 200 feet from structures and spacing of 400 feet in the city limits.

Commercial and Industrial: Hydrants shall be 150 feet from structures and spacing of 300 feet.

Residential: Fire hydrants shall be no greater than 600 feet apart; with no structure greater than 300 feet from a hydrant.

Low Density Residential: An individual analysis will be conducted for each subdivision where lots within the subdivision are equal or greater than 2 acres.

Low Density Residential shall comply with residential unless the District approves an alternative. Alternatives shall be based upon the individual analysis and the proposal submitted by the developer. Cisterns, dry hydrants and open water sources are not acceptable alternatives.

Appendix D amended - Fire Apparatus Access Roads.

Appendix D of the International Fire Code is amended by deletion of Sections D101, D102, D103.1 through D103.5, D106, D107 and D108 as published.

SECTION V: Enforcement of the 2012 International Fire Code and referenced International Fire Code Standards.

Notwithstanding any conflict with the provisions of this Resolution or any requirements found in the 2012 International Fire Code or International Fire Code Standards referenced in this Resolution, the Chief shall enforce the International Fire Code and shall inspect or cause to be inspected all buildings, structures, property, premises, and public places, except the interior of any private dwelling, in accordance with the procedures set forth in § 32-1-1002(3), C.R.S. All inspections shall be recorded in an inspection report.

A "Notice of Violation or Hazard" may be issued by the Chief or his designee concerning violations or hazards which are not corrected on-site during an inspection. Said Notice shall be signed by the inspector and contain, as a minimum, the following information:

- a. Date of inspection;
- b. Name/address of premises inspected;
- c. Name of inspector;
- d. Nature of violations, including specific reference to section/subsections of code;
- e. Date of compliance/re-inspection;
- f. Suggested methods of correction, if applicable;

- g. Right to appeal to Board;
- h. Consequences of failure to correct the violation.

An "Order for Immediate Correction of Hazard" may be issued by the Chief:

- a. For Failure to correct a violation or hazard within the time specified in a previously issued Notice of Violation or Hazard; or
- b. For violating the code or state statute and said violation renders the building, structure or premises especially liable to fire or is hazardous to the safety of the occupants thereof, or which is so situated as to endanger other property as set forth in § 32-1-1002(3)(c), whether or not a Notice has been previously issued.

An Order shall be signed by the Chief or his designee and shall contain, as a minimum, the following information:

- a. Date of issuance;
- b. Name/address of premises inspected;
- c. Nature of violation or hazard;
- d. Time limit for correction;
- e. Right of appeal, if any, to the Board;
- f. Right of appeal to the District Court and time limit;
- g. Penalties for violation of order;
- h. Signature of the Chief or his designee;
- i. Acknowledgement of receipt signed by owner, lessee, agent or other responsible person.

An appeal of a Notice of Violation or Hazard may be made to the Board by delivery to the Chief in writing a notice of appeal within five days of the issuance of the Notice of Violation or Hazard. The appeal shall be heard at the next regular meeting or special meeting called for that purpose. The Board may affirm, rescind, or modify the Notice and may enter into such enforcement agreements as it deems proper.

An appeal of an Order for Immediate Correction of Hazard may be made to the Board only if no previous appeal has been made of a previously issued Notice of Violation or Hazard concerning the same violation or hazard. An appeal of an Order must be in writing and filed with the Board within three days of issuance of the Order.

The Board shall hear all such appeals and application for relief and render its decision thereon in accordance with its bylaws, rules and regulations.

In the event no appeal is made to the Board pursuant to this code and resolution or to the court pursuant to § 32-1-1002(3), C.R.S., and compliance with the Order and/or correction of the hazard has not occurred, the Board may, upon recommendation by the Chief or upon its own motion, refer the matter to the district attorney of the county in which the violation occurs.

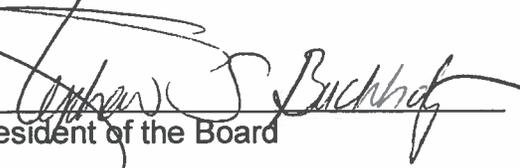
An appeal shall suspend the time limits for compliance or correction of a fire hazard or hazards, until the appeal is resolved for appeals of a Notice of Hazard which is issued pursuant to the terms contained herein. An appeal shall not suspend the time limit for compliance or correction of life safety deficiencies or violations. An appeal of an Order issued pursuant to the terms contained herein shall not suspend the time limits for compliance or correction, and compliance or correction shall be made or rendered forthwith, unless the Order is suspended by the Board.

SECTION VI: Effective Date:

This resolution shall take effect and be enforced within incorporated municipalities and unincorporated portions of Weld/Larimer Counties from and after its approval as set forth in §32-1-1002(1)(d) C.R.S.

Adopted this 11 day of April, 2013

WINDSOR-SEVERANCE
FIRE PROTECTION DISTRICT

By 
President of the Board

ATTEST:

By 
Secretary of the Board

TOWN OF WINDSOR

RESOLUTION NO. 2008 – 20

BEING A RESOLUTION DECLARING THE APPLICABILITY OF CERTAIN PROVISIONS OF THE 2006 INTERNATIONAL FIRE CODE AND 2006 INTERNATIONAL FIRE CODE STANDARDS FOR THOSE PORTIONS OF THE TOWN WITHIN THE BOUNDARIES OF THE WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT

WHEREAS, the Board of Directors of the Windsor-Severance Fire Protection District have adopted certain provisions of the 2006 International Fire Code and 2006 International Fire Code Standards; and

WHEREAS, a substantial portion of the Town is included within the Windsor-Severance Fire Protection District; and

WHEREAS, the Town has reviewed those portions of the 2006 International Fire Code and 2006 International Fire Code Standards adopted by the Windsor-Severance Fire Protection District and, pursuant to Section 32-1-1002(1)(d), C.R.S., desires to declare the applicability thereof to those portions of the Town lying within the boundaries of the Windsor-Severance Fire Protection District;

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

1. That the Town acknowledges that the Windsor-Severance Fire Protection District has adopted certain provisions of the 2006 International Fire Code and 2006 International Fire Code Standards.

2. That the Town Board hereby finds and determines that the best interests of the citizens of the Town of Windsor will be served by making those provisions of the 2006 International Fire Code and 2006 International Fire Code Standards adopted by the Windsor-Severance Fire Protection District effective in those portions of the Town lying within the boundaries of the Windsor-Severance Fire Protection District, and by this Resolution the Town Board declares such applicability.

3. That the Town Clerk is hereby directed to provide a copy of this Resolution to the Board of Directors of the Windsor-Severance Fire Protection District, acknowledging the action of the Town Board as aforesaid.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 10th day of March, 2008.

TOWN OF WINDSOR, COLORADO

By: *Michael A. Ste...*
Mayor

ATTEST

Cathy Kennedy
Town Clerk





MEMORANDUM

Date: July 8, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager & Melissa Chew, Director of Parks, Recreation & Culture
From: Wade Willis, Parks and Open Space Manager
Re: Resolution No. 2013-42 - A Resolution Adopting the Lakeview Cemetery Master Plan
Item #: C.3.

Background / Discussion:

In March 2013, staff selected Robert Peccia and Associates (RPA) to render landscape master planning services for the Lakeview Cemetery Master Plan Update. Staff requested funding for updating the master plan because additional land has been acquired and some components of the 2009 master plan needed to be updated to reflect existing site constraints and determine feasibility. Using the 2009 master plan as a base RPA has evaluated: proposed sexton facility, maintenance building alternatives, site circulation, western 4 acre parcel, site access, current trends and regional competitiveness. RPA will also be responsible for providing design drawings for the main entry sign located at the corner of 392 and 257, the replacement entry gates damaged in 2008, and an irrigation system to replace the current antiquated system. RPA has also completed a comparison of all cemeteries within a 25 mile radius to compare costs, services offered, financial sustainability, and amenities available. Their scope also included evaluating the feasibility of developing master plan components and evaluating the potential for cost recovery of the improvements.

RPA did explore the option of state and federal designation as a veterans cemetery per the discussion of the previous meeting with Town Board, below is the response provided by Aubrey Hake of RPA.

"Mark and I spoke with Tom Paquelet, Project Manager and Landscape Architect with the Department of Veterans Affairs in DC. He advised us that in order to start the process for becoming a Veterans Cemetery (State or National), the land must be State owned, operated and maintained. Also, veterans within a 75 mile radius of an existing state or national cemetery are considered already served. Fort Logan already serves the veteran population of Windsor.

Given the 75 mile radius requirement, Windsor would not be able to pursue a State or National Veterans Cemetery designation or grant monies to fund one."

The attached plan allows for the project to be broken down into pieces so that alternative funding can be sought, and to allow for consideration of funding in future budget years. Each component would be subject to fund availability and budget approval.

The draft plan was reviewed by PReCAB and Town Board on May 07 and May 20 respectively. PReCAB reviewed the finalized plan on June 04 and unanimously recommended approval of the plan.

Phil Hendricks, from Robert Peccia & Associates will present and answer any questions.

Financial impact:

No immediate financial impact. Any implementation, whether phased or not, would be subject to annual budget requests. Alternative funding sources will also be investigated.

Recommendation:

Move to Adopt Resolution No. 2013-42 - Approving the Lakeview Cemetery Master Plan

Attachments:

- b. Resolution 2013-42
- c. Lakeview Cemetery Master Plan (may be more than one page)
- d. Lakeview Cemetery Budget

TOWN OF WINDSOR

RESOLUTION NO. 2013-42

A RESOLUTION APPROVING THE MASTER PLAN FOR THE LAKEVIEW CEMETERY WITHIN THE TOWN OF WINDSOR, COLORADO

WHEREAS, the citizens of the Town of Windsor place high value on cultural and historic facilities for their natural beauty, contemplative values and cultural benefits; and

WHEREAS, the Lakeview Cemetery is a cultural and historical facility that serves Town residents and visitors alike; and

WHEREAS, the Town Board has authorized and appropriated funding for the development of a Master Plan for the Lakeview Cemetery (“Master Plan”); and

WHEREAS, the Town has through a competitive process secured the services of a professional design firm to assist with design, community outreach and advisory board review of the proposed Master Plan; and

WHEREAS, the Town’s Parks, Recreation and Culture Advisory Board has reviewed the Master Plan and has recommended that the Town Board approve it as the design vision for Lakeview Cemetery; and

WHEREAS, the Town Board has reviewed the attached Master Plan, and has concluded that the Master Plan should serve as the design vision for Lakeview Cemetery, thus allowing the Town to develop, maintain and preserve Lakeview Cemetery as a cultural and historical amenity.

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

1. Upon recommendation of the Parks, Recreation and Culture Advisory Board, the Town Board hereby adopts the attached Lakeview Cemetery Master Plan, which Master Plan is incorporated herein by this reference as if set forth fully.
2. The Director of Parks and Recreation is authorized to continue to manage the design and construction of Cemetery features in accordance with the Master Plan adopted hereby.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 8th day of July, 2013.

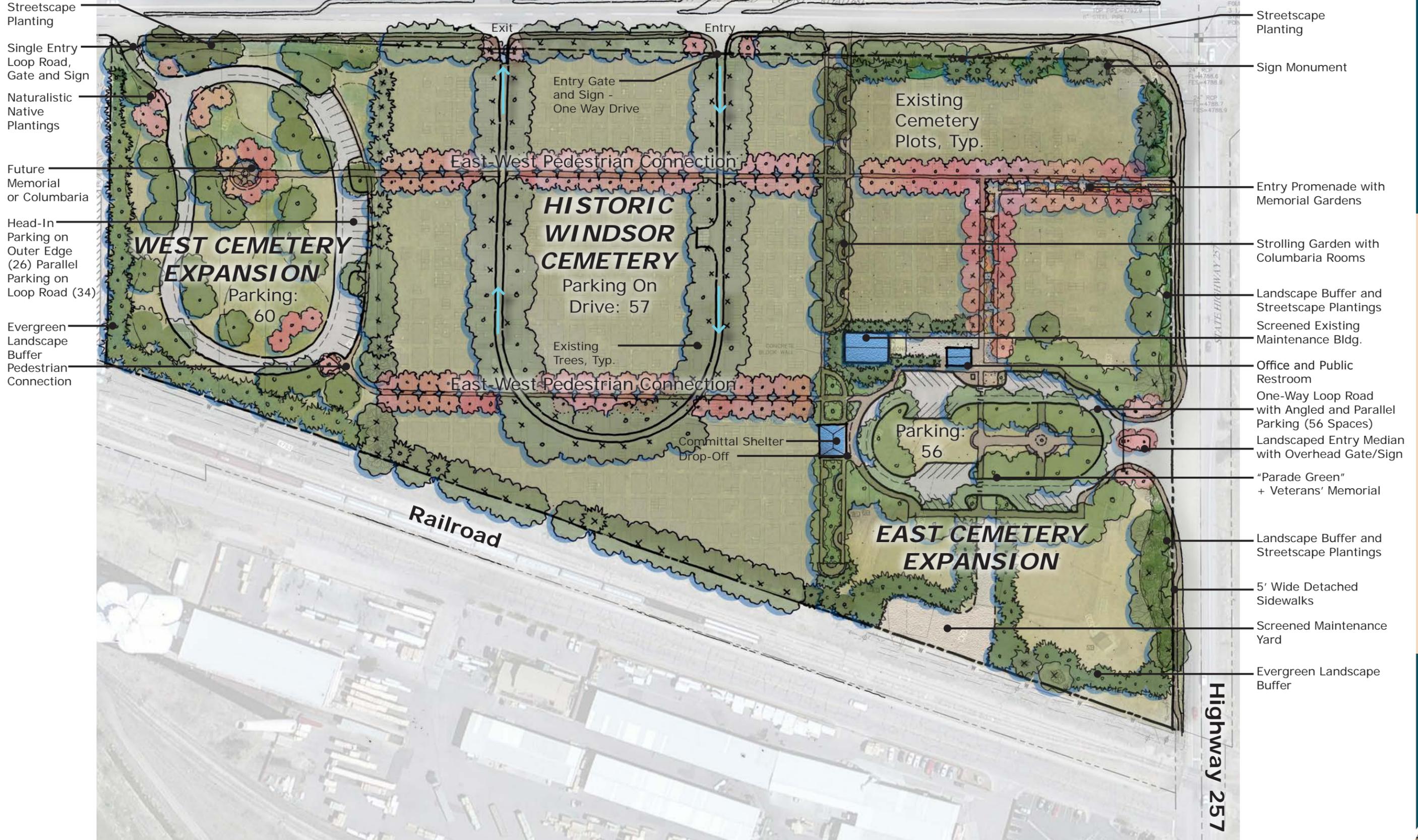
TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Highway 392



- Streetscape Planting
- Single Entry Loop Road, Gate and Sign
- Naturalistic Native Plantings
- Future Memorial or Columbaria
- Head-In Parking on Outer Edge (26) Parallel Parking on Loop Road (34)
- Evergreen Landscape Buffer Pedestrian Connection

- Streetscape Planting
- Sign Monument
- Entry Promenade with Memorial Gardens
- Strolling Garden with Columbaria Rooms
- Landscape Buffer and Streetscape Plantings
- Screened Existing Maintenance Bldg.
- Office and Public Restroom
- One-Way Loop Road with Angled and Parallel Parking (56 Spaces)
- Landscaped Entry Median with Overhead Gate/Sign
- "Parade Green" + Veterans' Memorial
- Landscape Buffer and Streetscape Plantings
- 5' Wide Detached Sidewalks
- Screened Maintenance Yard
- Evergreen Landscape Buffer

Final Draft Master Plan



TOWN OF WINDSOR
COLORADO

RPA

Robert Piccola & Associates
Landscape Architecture
400 Remington St. Ste. B
Windsor, CO 80550
Tel: 970.484.3200

July 2, 2013

MASTER PLAN

Lakeview Cemetery
Master Plan
WINDSOR, COLORADO

			Future Phase	Total Project Cost	
ITEM	UNIT	UNIT COST	QTY.	TOTAL COST	NOTES
SITE					
DEMOLITION					
	CATEGORY SUBTOTAL			\$62,327	
EARTHWORK AND STORM DRAINAGE					
	CATEGORY SUBTOTAL			\$92,728	
ROADS AND PARKING					
	CATEGORY SUBTOTAL			\$207,784	
SITE WORK PAVEMENT					
	CATEGORY SUBTOTAL			\$274,065	
SITE FURNISHINGS AND FENCE					
	CATEGORY SUBTOTAL			\$100,515	
SITE SIGNAGE & GATES					
	CATEGORY SUBTOTAL			\$135,000	
SITE LIGHTING/ELECTRICAL/SECURITY					
	CATEGORY SUBTOTAL			\$229,000	
PLANTING					
	CATEGORY SUBTOTAL			\$533,712	
IRRIGATION					
	CATEGORY SUBTOTAL			\$426,301	
MAINTENANCE FACILITY SITE					
	CATEGORY SUBTOTAL			\$5,770	
MAINTENANCE BUILDING (Remodel)					
	CATEGORY SUBTOTAL			\$153,000	
OFFICE BUILDING					
	CATEGORY SUBTOTAL			\$72,500	
RESTROOMS					
	CATEGORY SUBTOTAL			\$63,500	
COMMITTAL SHELTER					
	CATEGORY SUBTOTAL			\$150,000	
CEMETERY ELEMENTS					
	CATEGORY SUBTOTAL			\$220,000	
SUBTOTAL				\$2,726,202	
Master Plan Contingency	15.0%			\$408,900	
Contractor's General Conditions and Profit	7.5%			\$204,450	
Contractor's Bonds, Permits, Etc.	1.5%			\$40,890	
Contractor's Overhead and Profit	6.0%			\$163,560	
Escalation (to Spring 2014)	3.0%			\$81,780	
GRAND TOTAL				\$3,625,583	

NOTES

1. This is an order of magnitude estimate and is based on work completed to date. The quantities shown are approximate.
2. Construction Costs do not include costs incurred for phased project development. Phasing strategies and limits are to be vetted through a Town of Windsor Process prior to final acceptance.
3. Contingency percentages are included in the estimate. The schematic design contingency accounts for the many details and associated costs that are yet unknown. Within master planning and schematic design phases, 15 to 20 percent is the accepted norm. The owner's construction contingency allows for change orders and unforeseen conditions and/or costs that may be encountered during the
4. Costs given assume that all improvements will be made under contract with a qualified contractor. No adjustments have been made for volunteer labor and/or donated materials.
5. Design and/or Planning consultant fees are not included.



MEMORANDUM

Date: July 8, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager and Melissa Chew, Director of Parks, Recreation & Culture
From: Carrie Knight, Art & Heritage Manager
Re: Resolution 2013-43 Adopting Town of Windsor Museum at Boardwalk Park Interpretive Landscape Master Plan
Item #: C.4.

Background / Discussion:

As you may recall, in March 2013 staff selected Robert Peccia and Associates (RPA) to render interpretive landscape master planning services for the Town of Windsor Museum at Boardwalk Park.

RPA has incorporated feedback from Community Voice, public meetings and direction from staff, as well as appointed and elected officials. RPA has prepared a master plan incorporating all of the information from the meetings above for approval this evening and will be present for final presentation and to answer any questions.

The attached plan allows for the project to be broken down into pieces so that alternative funding can be sought, and to allow for consideration of funding in future budget years. Construction documents will be produced for Phase 1 only. Construction documents will be required for future phasing components. Staff will determine future phasing components subject to fund availability and budget approval.

The goals of the design were to a) improve visitor's understanding of the physical site, b) improve the appearance of the site, and c) increase learning space beyond the buildings on site. The draft plan was reviewed by PReCAB and Town Board on May 07 and May 20 respectively. PReCAB reviewed the finalized plan on June 04 and unanimously recommended approval of the plan.

Financial impact:

No immediate financial impact. Any implementation, whether phased or not, would be subject to annual budget requests. Alternative funding sources will also be investigated.

Recommendation:

Move to adopt Resolution 2013-43 approving the Town of Windsor Museum at Boardwalk Park Interpretive Landscape Master Plan.

Attachments:

- b. Resolution 2013-43
- c. Town of Windsor Museum at Boardwalk Park Interpretive Landscape Master Plan
- d. Town of Windsor Museum Interpretive Landscape Master Plan Budget

TOWN OF WINDSOR

RESOLUTION NO. 2013-43

A RESOLUTION APPROVING THE MASTER PLAN FOR THE MUSEUM AT BOARDWALK PARK WITHIN THE TOWN OF WINDSOR, COLORADO

WHEREAS, the citizens of the Town of Windsor place high value on recreational amenities and facilities for their natural beauty, recreational opportunities and cultural benefits; and

WHEREAS, the Museum at Boardwalk Park is a cultural and historical facility that serves Town residents and visitors alike; and

WHEREAS, the Town Board has authorized and appropriated funding for the development of a Master Plan for the Museum at Boardwalk Park (“Master Plan”); and

WHEREAS, the Town has through a competitive process secured the services of a professional design firm to assist with design, community outreach and advisory board review of the proposed Master Plan; and

WHEREAS, the Town’s Parks, Recreation and Culture Advisory Board has reviewed the Master Plan and has recommended that the Town Board approve it as the design vision for the Museum at Boardwalk Park; and

WHEREAS, the Town Board has reviewed the attached Master Plan, and has concluded that the Master Plan should serve as the design vision for the Museum at Boardwalk Park, thus allowing the Town to develop, maintain and preserve the Museum at Boardwalk Park as a cultural and historical amenity.

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

1. Upon recommendation of the Parks, Recreation and Culture Advisory Board, the Town Board hereby adopts the attached Master Plan for the Museum at Boardwalk Park, which Master Plan is incorporated herein by this reference as if set forth fully.
2. The Director of Parks and Recreation is authorized to continue to manage the design and construction of Museum features in accordance with the Master Plan adopted hereby.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 8th day of July, 2013.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



Viewpoint #1 Low Oblique View Looking West



Depot



Schoolhouse



Summer Kitchen



Foursquare & Shanty



Prayer House



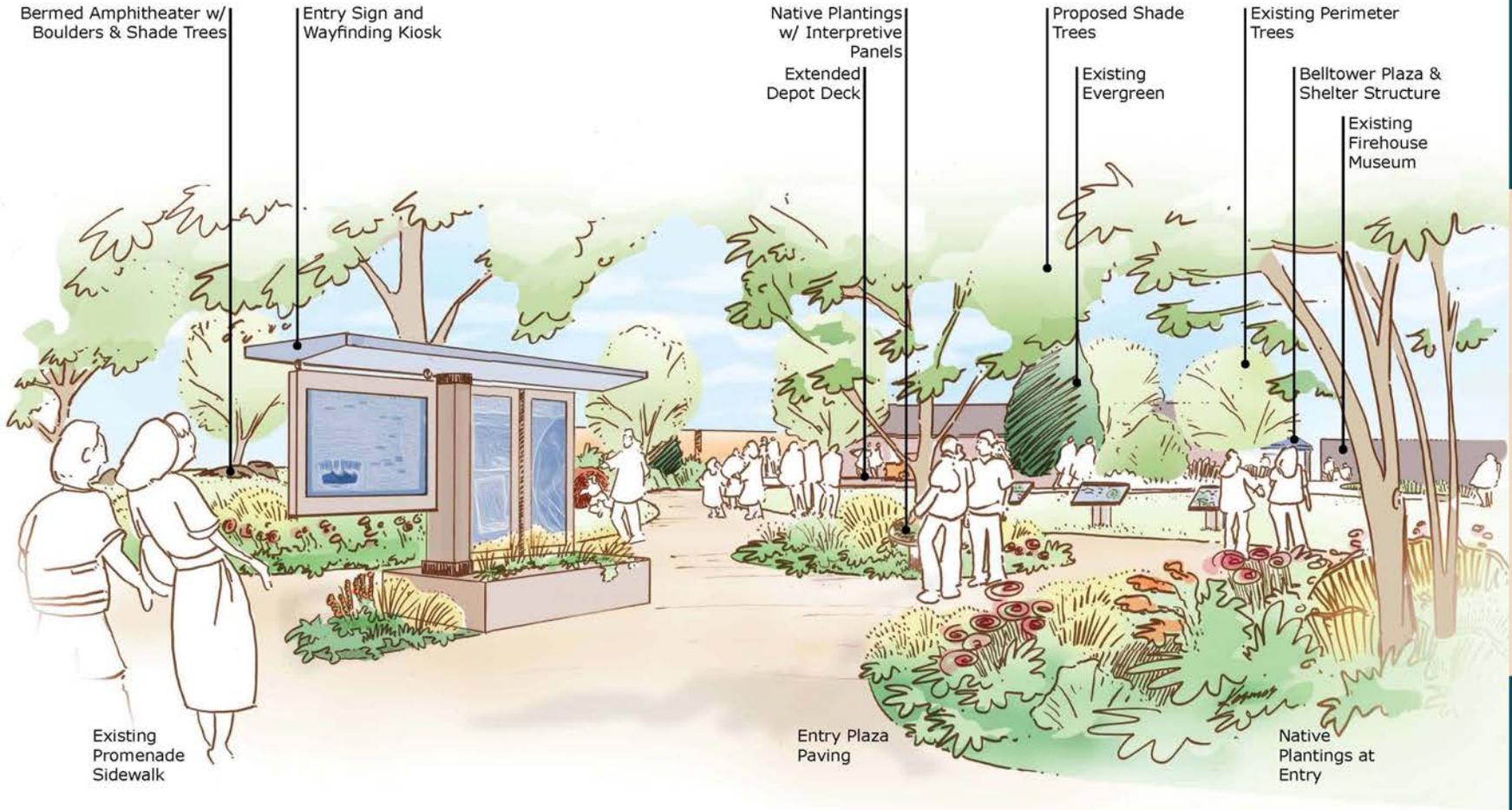
Robertson & Associates
Landscape Architects
10000 North Lincoln Avenue
Fort Collins, CO 80525
July 2, 2013

MUSEUM AT BOARDWALK PARK
PERSPECTIVE

Museum at Boardwalk Park
Master Plan
WINDSOR, COLORADO



Viewpoint #2 Main Pedestrian Entry to the Museum at Boardwalk Park



Bermed Amphitheater w/
Boulders & Shade Trees

Entry Sign and
Wayfinding Kiosk

Native Plantings
w/ Interpretive
Panels
Extended
Depot Deck

Proposed Shade
Trees
Existing
Evergreen

Existing Perimeter
Trees
Belltower Plaza &
Shelter Structure
Existing
Firehouse
Museum

Existing
Promenade
Sidewalk

Entry Plaza
Paving

Native
Plantings at
Entry

A clarified entry sequence into the Museum at Boardwalk Park begins at the centrally located entry plaza. An orientation and wayfinding kiosk provides visitors an overview of the museum's amenities and upcoming events. Amenities include an interactive sculpture, a lawn amphitheater, outdoor classrooms and a group shelter. Native plantings that support the museum's interpretive and educational outreach are concentrated at key intersections throughout the park.

WINDSOR MUSEUM							PLAN DATE: 7/2/2013	
MASTER PLAN OPINION OF PROBABLE COST							PREPARED BY: PEH, MK	
Robert Peccia & Associates							CHECKED BY: PEH, GAH	
July 2, 2013								
ITEM	UNIT	UNIT COST	Phase 1		Future Phase		Total Project Cost	NOTES
			QTY.	EXTENDED COST	QTY.	EXTENDED COST		
SITE								
DEMOLITION								
				\$0		\$20,170	\$20,170	
EARTHWORK AND STORM DRAINAGE								
				\$0		\$31,399	\$31,399	
SITE WORK PAVEMENT/ HARDSCAPE								
				\$4,680		\$88,308	\$92,988	
SITE FURNISHINGS AND FENCE								
				\$6,550		\$33,500	\$40,050	
SITE SIGNAGE								
				\$0		\$68,000	\$68,000	
SITE LIGHTING/ELECTRICAL/SECURITY								
				\$0		\$83,500	\$83,500	
PLANTING								
				\$4,128		\$68,326	\$72,453	
IRRIGATION								
				\$3,650		\$41,093	\$44,743	
STRUCTURES								
				\$30,000		\$44,920	\$74,920	
SUBTOTAL								
				\$49,008		\$479,215	\$528,222	
Master Plan Contingency								
	15.0%			\$7,351		\$71,882	\$79,233	
Contractor's General Conditions								
	8%			\$3,921		\$38,337	\$42,258	
Contractor's Bonds, Permits, Etc.								
	1.5%			\$735		\$7,188	\$7,923	
Overhead and Profit								
	7%			\$3,431		\$33,545	\$36,976	
Escalation (to Spring 2014)								
	3%			\$1,470		\$14,376	\$15,847	
GRAND TOTAL								
				\$65,915		\$644,544	\$710,459	
NOTES								
1. This is an order of magnitude estimate and is based on work completed to date. The quantities shown are approximate								
2. Construction Costs do not include costs incurred for phased project development.								
3. Contingency percentages are included in the estimate. The schematic design contingency accounts for the many details and associated costs that are yet unknown. Within master planning and schematic design phases, 15 to 20 percent is the accepted norm. The owner's construction contingency allows for change orders and unforeseen conditions and/or costs that may be encountered during the construction phase. this contingency was removed at the owner's request								
4. Costs given assume that all improvements will be made under contract with a qualified contractor. No adjustments have been made for volunteer labor and/or donated materials.								
5. Approximate project phasing has been included in the form of "Add Estimates". Construction priorities within future phase columns are yet to be determined.								
6. Design and/or Planning consultant fees are not included.								



TOWN OF WINDSOR
COSTAS



Robert Peccia & Associates
1400 Beaufort St., Unit 8
Windsor, Ontario N9A 5S7
Tel: 519-241-2380
July 2, 2013

COST OPINION
SUMMARY



Museum at Boardwalk Park
Master Plan
Windsor, Ontario



MEMORANDUM

Date: July 8, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Brett Walker, Associate Planner
Subject: Conditional Use Grant for oil and gas well facilities to be located in the Limited Industrial (I-L) zoning district – Great Western 2nd Annexation (Diamond Valley/Great Western Pad)
Location: Approximately five hundred feet (500') south of Eastman Park Drive and fifteen hundred feet (1500') east of Diamond Valley Drive
Item #s: C.5 and C.6

Summary

The applicant, Ms. Shannon Hartnett, Great Western Operating Company, LLC, is requesting conditional use grant approval to drill thirteen (13) oil and gas wells on a portion of Tract F of the Great Western Second, Third, and Fourth Annexation Master Plan. The Colorado Oil and Gas Conservation Commission (COGCC) has approved permits for these wells.

The nearest existing structure is one hundred ninety-eight (198) feet and the nearest residential structure is five hundred eleven (511) feet from the well site.

A neighborhood meeting was held on May 14, 2013 at the Community Recreation Center. No one from the public attended the meeting; therefore, meeting notes are not attached. This item was presented to the Planning Commission on June 19, 2013.

Conformance with Comprehensive Plan:

Colorado statutes protect the rights of mineral owners to develop such minerals and the setback requirements for oil and gas wells and facilities as well as the proposed conditions of approval are intended to help mitigate the impacts to the surrounding properties.

Conformance with Vision 2025:

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

Discussion:

The applicant has requested access to the site from Eastman Park Drive. This access point would cross a section of a Town-maintained trail. Town Planning and Engineering departments are recommending that access to site utilize either the Kodak truck route entrance from State Hwy 257 or Howard Smith Ave. This route will eliminate the trail crossing and safety issues associated with said crossing.

The proposed well site location is on a future high school site, as depicted on the Great Western Annexation and Master Plan and detailed in the Great Western Annexation and Development Agreement, recorded 02/02/2007. The school site is required to be dedicated to the Weld RE4 Windsor/Severance School District. Planning staff has been in contact with the School District and Great Western Development Company. Great Western Development Company has been notified that they need to work with the School District to determine an acceptable alternate school site that is not encumbered with oil and gas activities, setback regulations or other limiting factors prior to commencement of drilling operations at the site.

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

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

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

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

- (1) Visual requirements. To the maximum extent practical, abatement of negative visual impacts of oil and gas facilities shall be addressed through one (1) or more of the following methods:**
 - a. Use structures of minimal size to satisfy present and future functional requirements.** The applicant shall comply with this section of the Code in order to mitigate visual impacts. The proposed facilities had included thirteen (13) wellheads to be served by thirteen (13) low-profile (9-foot tall) steel oil tanks, one (1) low-profile water tanks and eleven (11) three-phase separators. The proposed conditions of approval will require that the tanks and separators be painted in a uniform, non-reflective, earth tone color.
 - b. The facilities shall be kept clean and otherwise properly maintained.** The applicant shall comply with this section of the Code in order to mitigate visual impacts.

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

Additionally, the applicant shall clean up all gravel, mud, dirt, etc. that is tracked onto the streets due to the oil and gas well vehicles driving between the street and the unpaved drive within 48 hours in accordance with Section 7-2-30 of the Municipal Code which

pertains to littering and states that: "No person shall throw, deposit, scatter or leave upon any sidewalk, alley, street or other public place or on any private property any loose paper, rags, rubbish, waste materials, refuse, garbage, trash, debris or any other foreign substances, nor shall any person owning or occupying any lot of ground allow or permit any such material which may be liable to be blown or scattered by the wind or otherwise to remain upon such lot or grounds."

- c. **Construction of buildings or other enclosures may be required where facilities create visual impacts that cannot be mitigated because of proximity, density and/or intensity of adjacent residential land use.** The subject property is zoned Limited Industrial (I-L) and is currently undeveloped land. The applicant is working with the property owner to minimize impacts of surface activities. The application materials state that an earth berm will be constructed around the oil and water tanks with a capacity that will contain 110% of the combined volume of all interconnected vessels. Additionally, all storage vessels shall be designed and constructed to contain a minimum of 110% of the volume of the largest vessel located within the berm. The applicant is also proposing to install a 6' high fence around the perimeter of the drilling operation, which shall conform to the Town of Windsor standards for fencing.

- (2) **Landscape requirements. Groundcover, shrubs and trees shall be established and maintained in order to adequately buffer the facility.** The subject property is zoned Limited Industrial (I-L) and is currently undeveloped land. The property is surrounded by undeveloped and developed industrial land in addition to Diamond Valley Community Park, which is located to the northeast of the subject property. The applicant is proposing to surround the drilling operation with earth berms in addition to a 6' high fence. Given the proximity to a Town-maintained trail and Eastman Park Drive, landscaping to adequately buffer the facility shall be provided.

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

Notification:

May 14, 2013 neighborhood meeting:

- April 15, 2013 - notification letters mailed to the adjacent property owners
- May 3, 2013 - notice published in the Windsor Beacon
- May 5, 2013 - notice published in the Windsor Now

June 19, 2013 and July 8, 2013 public hearings:

- May 31, 2013 - legal notice for Planning Commission and Town Board public hearings posted on the Town of Windsor website
- May 30, 2013 - Property posted with a notification sign
- May 31, 2013 - legal ad for Planning Commission and Town Board public hearings published in the Windsor Beacon
- May 29, 2013 - letters for Planning Commission and Town Board public hearings mailed to the adjacent property owners

Recommendation: At the June 19, 2013 Planning Commission meeting, the Planning Commission voted to forward a recommendation of approval of the conditional use grant to the Town Board, subject to the following conditions, and staff concurs with this recommendation:

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 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 existing trail and Eastman Park Drive, the Drilling and Site Improvement Plans shall depict proposed long-term screening materials including landscaping, earth berms and any 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 all Engineering Department comments regarding the flood plain location prior to commencement of any drilling-related activities.
 4. All oil well and construction-related traffic shall not use Eastman Park Drive to access the site. The Kodak truck route accessed off State Highway 257 and Howard Smith Avenue area acceptable access routes.
 5. The applicant shall submit written evidence to the Town that all requirements of the Weld RE4 Windsor/Severance School District have been satisfied prior to commencement of drilling activities.

Enclosures: Application materials, Engineering Department comments, presentation slides

pc: Shannon Hartnett, Great Western Operating Company LLC
Clay Drake, Great Western Development Company
Stephanie Watson, Assistant Superintendent, Weld RE4 Windsor/Severance School Dist.

FEE (Non Refundable): \$100.00

APPLICATION FOR CONDITIONAL USE:

OIL & GAS FACILITIES and MINERAL EXTRACTION

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



For office use only:
DATE: 7-27-12 By: _____
Project ID #: 2005-00007-0006
Zoning: I-L

Revised 8/15/11

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

Location of project*:

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

- Windsor Municipal Code: Chap. 16 Article VII & XXXI, and Chap. 15 Article III www.colocode.com/windsor.html
- Legible, accurate drawings (drawn to an appropriate scale, which cannot be smaller than 1"=30') and specifications necessary for the property consideration of this grant shall be submitted with this application. Use back or additional sheets if necessary.
 - A neighborhood meeting is required. Please see the attached neighborhood meeting requirements
 - The Planning Department shall provide the applicant with an example letter which shall contain the description of the land use proposal in question; the location of the land which is the subject of the hearing; the date, time and location of the hearing; a recital that public comment will be taken at the hearing; and a listing of all property owners within 500 feet of the subject property.
 - No less than ten (10) days prior to the date of the neighborhood meeting the applicant shall send such notices by first-class mail, postage prepaid, to all property owners on the listing provided by the Planning Department.
 - No less than ten (10) days prior to the date of the public hearing the applicant shall send such notices by first-class mail, postage prepaid, to all property owners on the listing provided by the Planning Department.

State Permit Number*: 400250031 Type of wells or facilities proposed*: Oil & Gas

Number of wells proposed*: 13 Total land area to be used*: 2.5 ACRES

Present use of land*: Agricultural Present zoning of land*: Light Industrial

Nearest existing structure(s)*: 198'

Nearest residential structure(s)*: 511'

Are any of these locations within a flood plain? Circle one*: Yes No Parcel #* 080727100014

Is there existing vehicular access? Circle one*: Yes No -- If no, show proposed new access roads on drawings.

If yes, off of what roads(s): FROM HWY 25 AND EASTMAN PARK DR., GO EAST APPROXIMATELY 3/4 MILE, TURN SOUTH 1/16th MILE TO SITE.

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

Submitted this _____ day of _____, 20____

GREAT WESTERN OIL & GAS CO., LLC

Applicant* (please print)

Janni Keidel

Applicant's Signature*

303-398-0388 866-742-1784

Phone*

Fax

jkeidel@gwogco.com

Email*

ALEX YEROS - VICE PRESIDENT, BROE LAND ACQUISITIONS II, LLC

Property Owner* (please print)

Alex Yeros

Property Owner's Signature*

303-398-0519 866-894-2103

Phone*

Fax

ayeros@broe.com

Email*

Applicant's Representative (if applicable) Name JANNI KEIDEL - PERMIT & REG. ANALYST

Phone 303-398-0388 Fax 866-742-1784 Email jkeidel@gwogco.com

NOTARY*: (all signatures) Subscribed before me this 26th day of July, 20 12

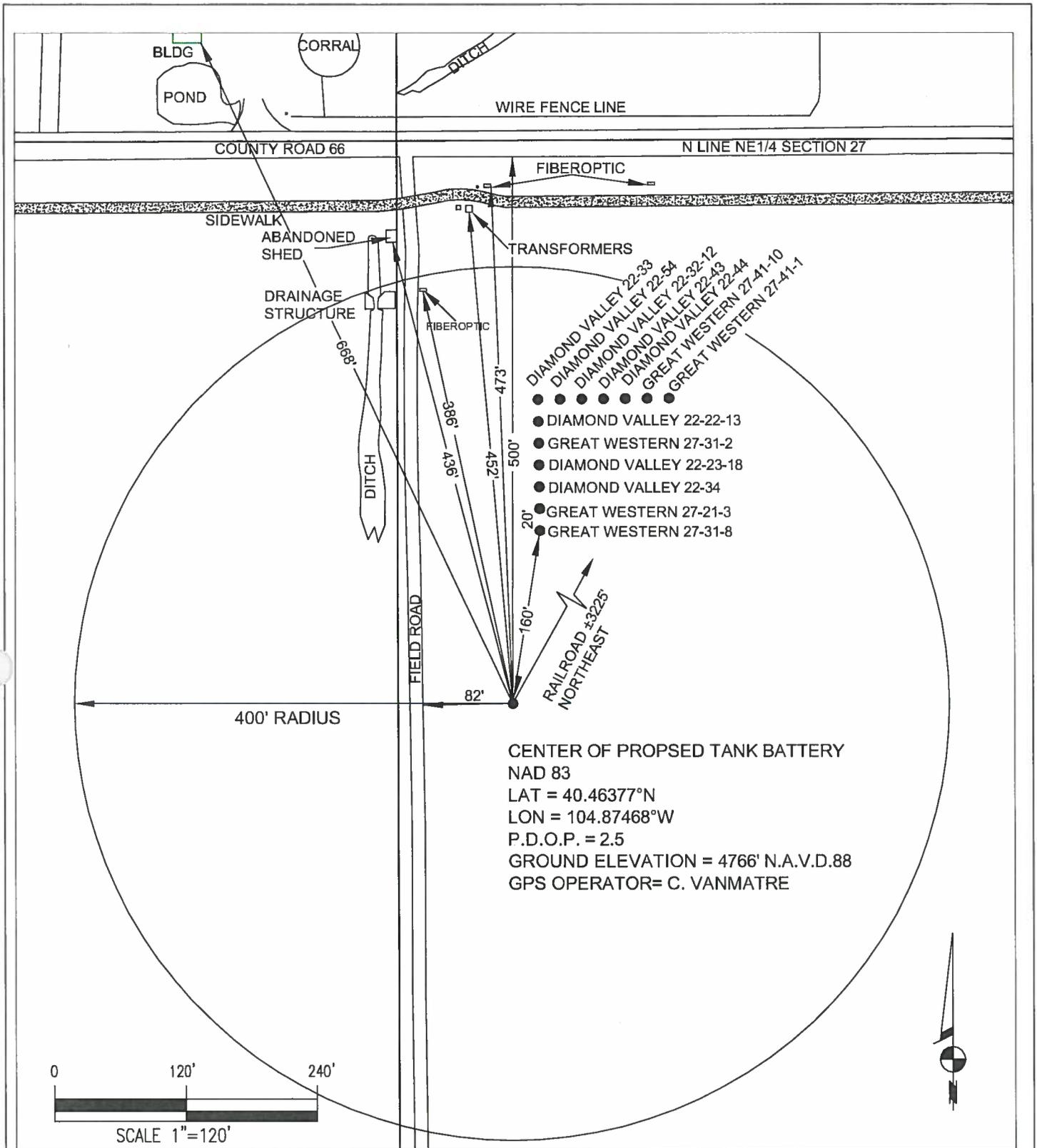
By: ALEX YEROS - VICE PRES. OF BROE LAND ACQUISITIONS II, LLC
GREAT WESTERN OIL & GAS CO., LLC - APPLICANT

Print name of property owner(s) and applicant(s)

Nancy R. Hardiman

Notary Public Signature

NANCY R. HARDIMAN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 02/20/2016



PROPOSED TANK BATTERY
DIAMOND VALLEY SURFACE LOCATIONS
GREAT WESTERN SURFACE LOCATIONS

SECTION 27, T 6 N, R 67 W



123 W. BATH AVENUE
 THORNTON, COLORADO 83260

PH: 303-702-1817
 FAX: 303-702-1488
 WWW.POWERSURVEYING.COM



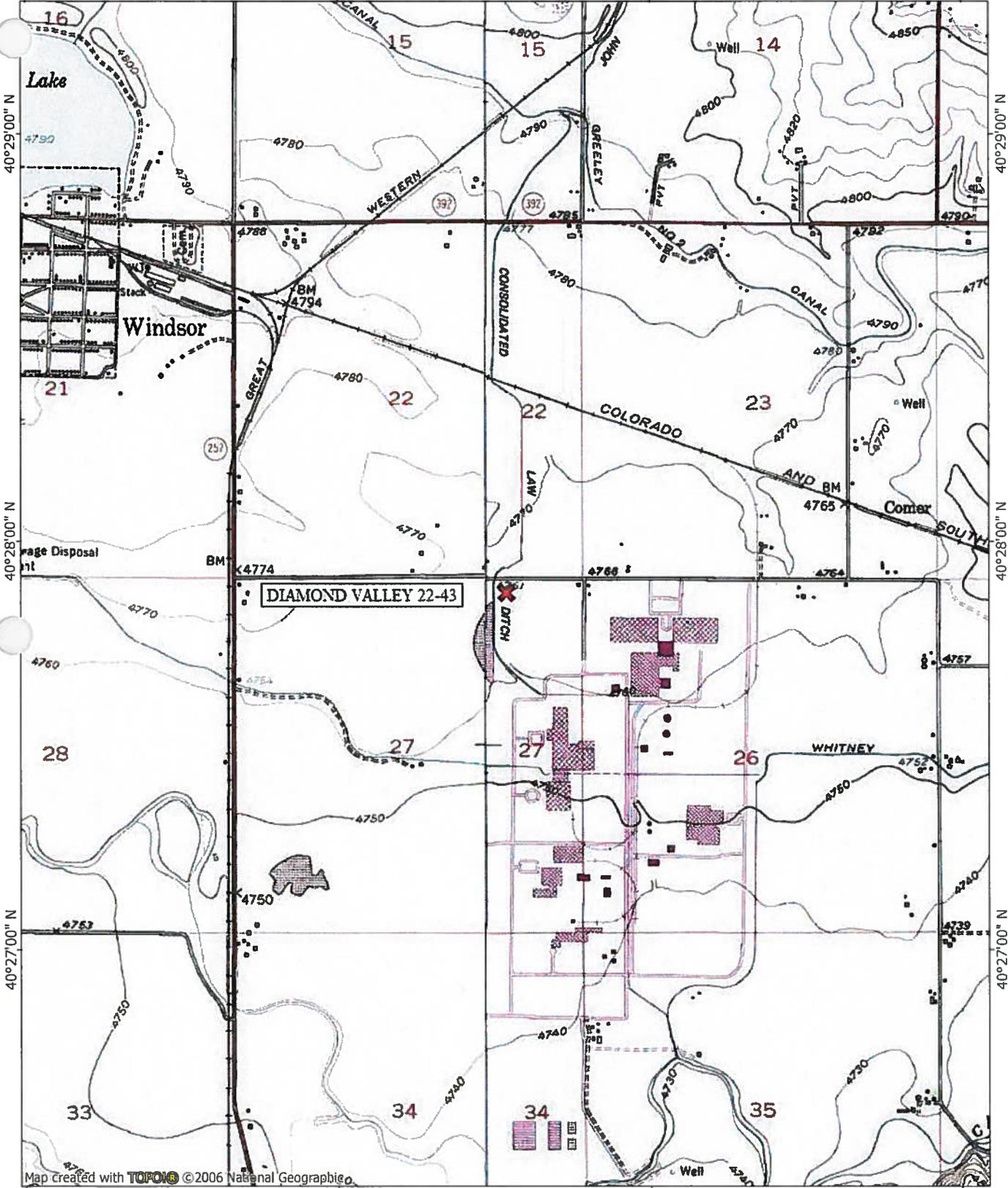
501-11-169 REV2

104°54'00" W

104°53'00" W

104°52'00" W

WGS84 104°51'00" W



Map Created with TOPO! © 2006 National Geographic

104°54'00" W

104°53'00" W

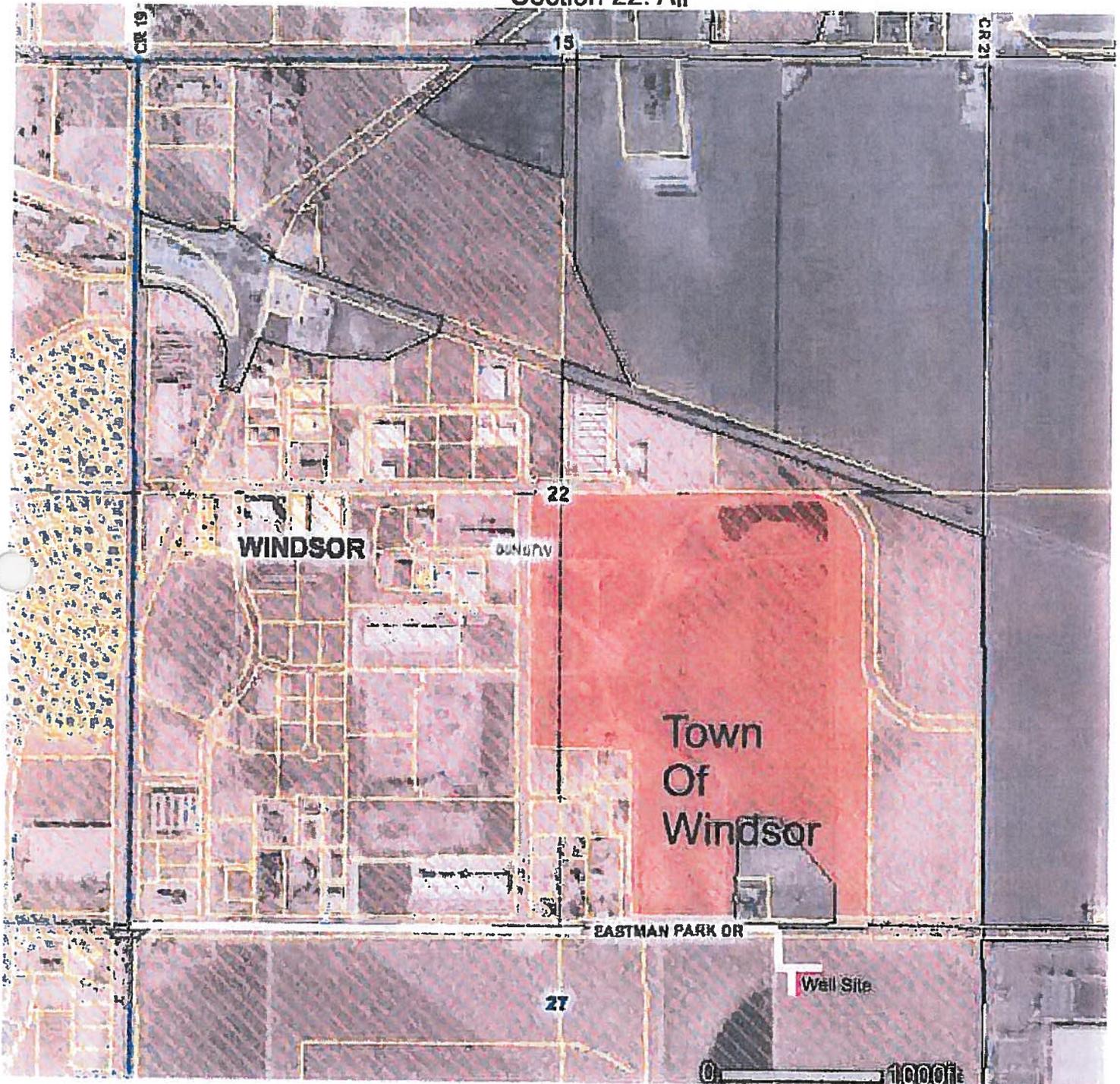
104°52'00" W

WGS84 104°51'00" W



TN MN
9½°
09/28/11

ACCESS ROAD
TOWNSHIP 6 NORTH, RANGE 67 WEST, 6th P.M.
Section 22: All



From Hwy 257 turn East on Eastman Park Dr,
Go 3/4 mile Turn South on Access Road
Go 1/16th mile
Turn East 1/16th mile to existing well site.

Lease Shaded in Red.

Great Western 27-31-8, Great Western 27-21-3,
Diamond Valley 22-34, Diamond Valley 22-13-18,
Diamond Valley 22-22-13, Great Western 27-31-2,
Diamond Valley 22-33, Diamond Valley 22-54,
Diamond Valley 22-32-12, Diamond Valley 22-43,
Diamond Valley 22-44, Great Western 27-41-1
Great Western 27-41-10



HYDROLOGY WITHIN 1000'
DIAMOND VALLEY SURFACE LOCATIONS
GREAT WESTERN SURFACE LOCATIONS

SECTION 27, T 6 N, R 67 W



501-11-169 REV 1

DIAMOND VALLEY AND
GREAT WESTERN
LOCATIONS
TANK BATTERY
NE1/4 SECTION 27 T 6 N,
R 67 W
DATE: 9/23/2011
LOOKING NORTH



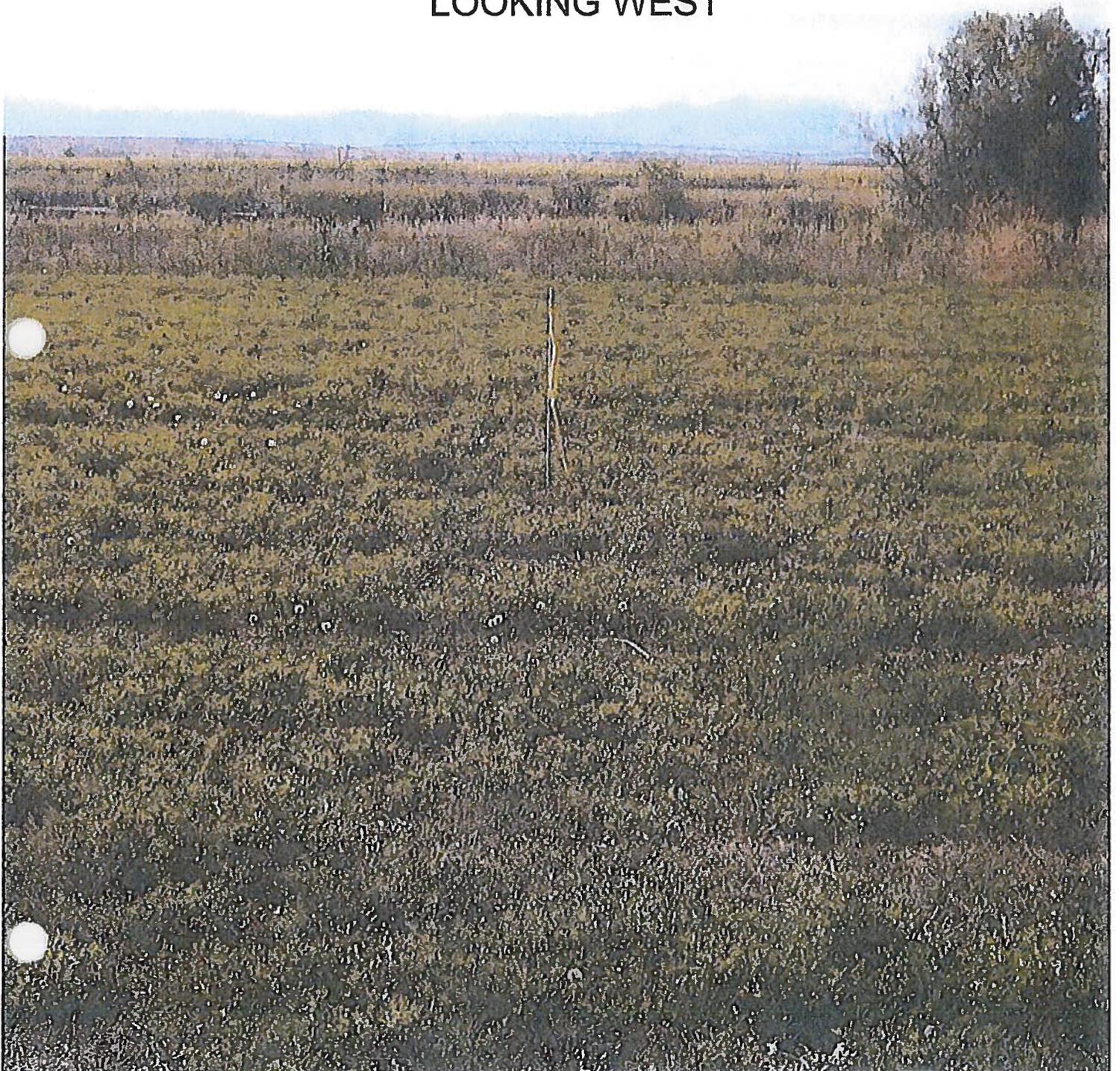
DIAMOND VALLEY AND
GREAT WESTERN
LOCATIONS
TANK BATTERY
NE1/4 SECTION 27 T 6 N,
R 67 W
DATE: 9/23/2011
LOOKING SOUTH



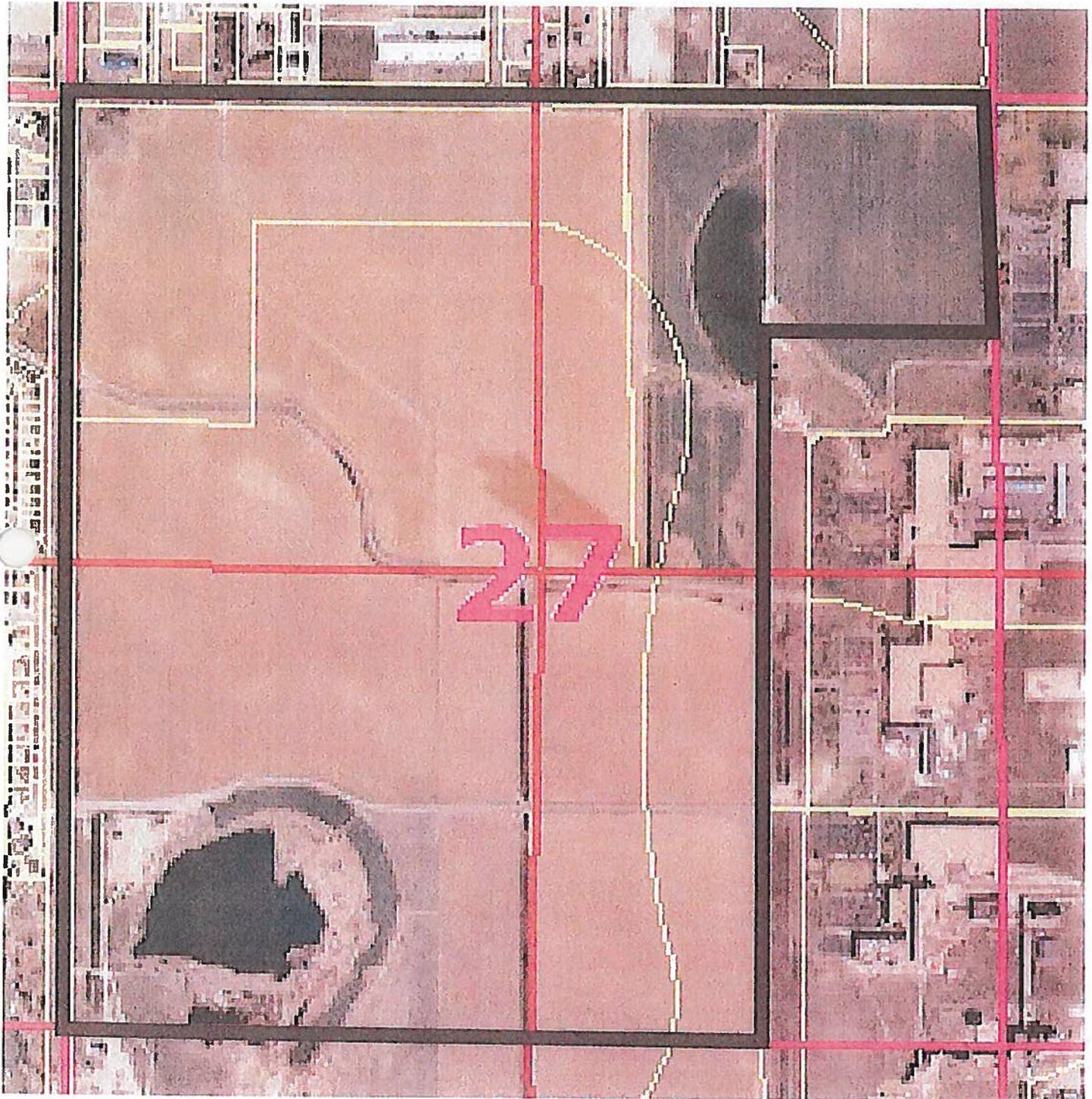
DIAMOND VALLEY AND
GREAT WESTERN
LOCATIONS
TANK BATTERY
NE1/4 SECTION 27 T 6 N,
R 67 W
DATE: 9/23/2011
LOOKING EAST



DIAMOND VALLEY AND
GREAT WESTERN
LOCATIONS
TANK BATTERY
NE1/4 SECTION 27 T 6 N,
R 67 W
DATE: 9/23/2011
LOOKING WEST

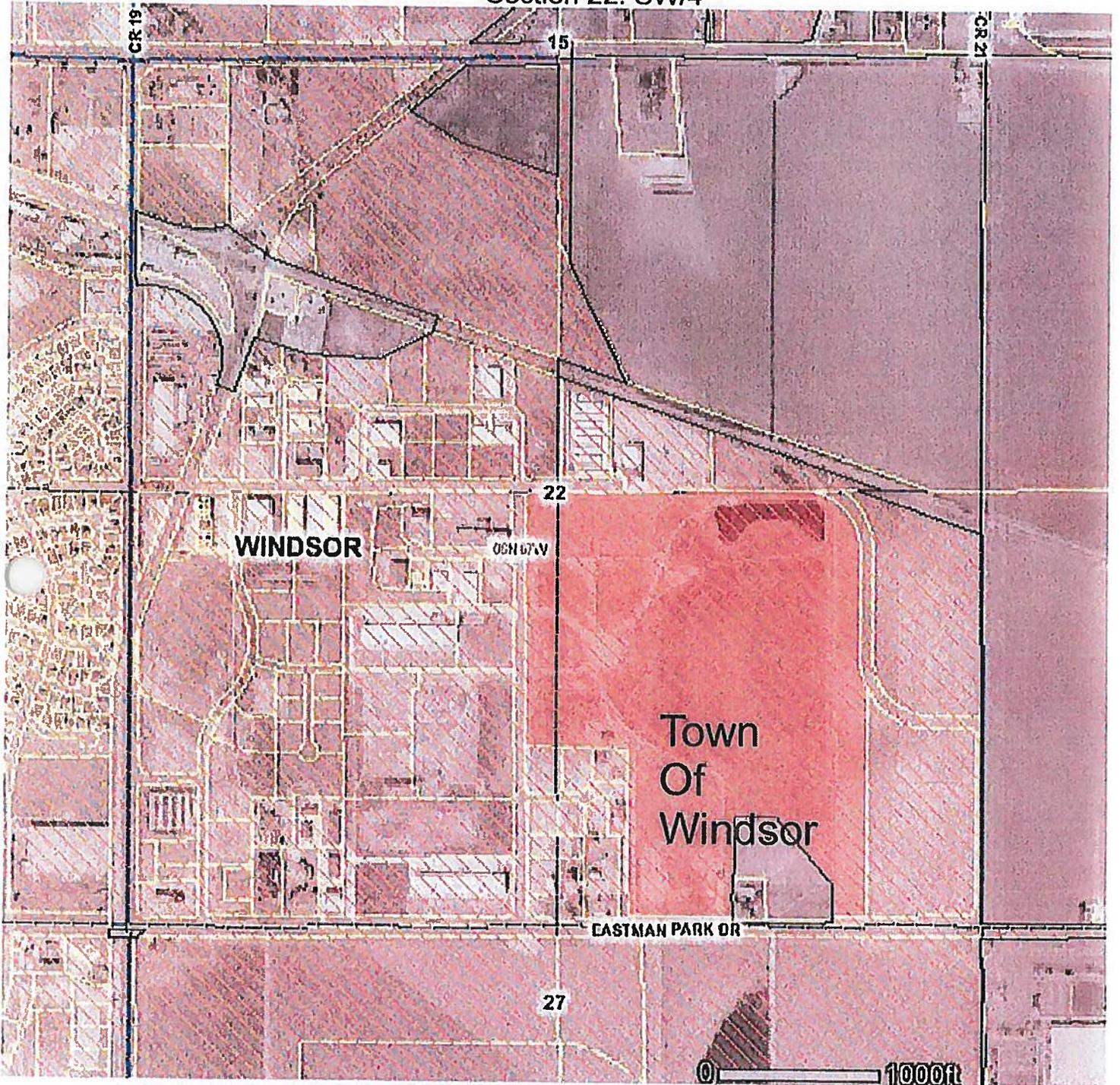


Diamond Valley Lease Map
Township 6 North, Range 67 West, 6th P.M.
Section 27: All

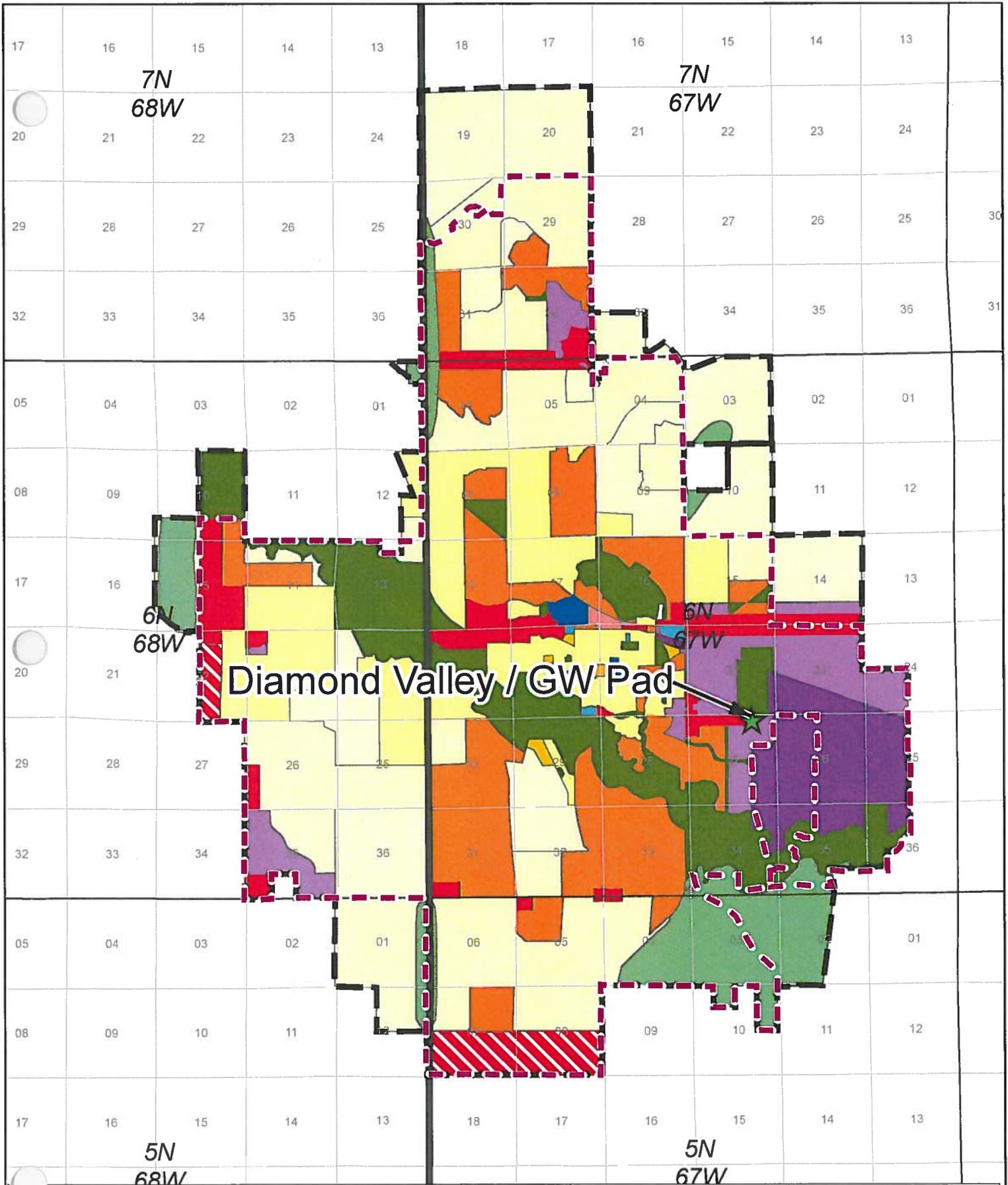


Ownership: Broe Land Aquisitions

LEASE MAP
TOWN OF WINDSOR
TOWNSHIP 6 NORTH, RANGE 67 WEST, 6th P.M.
Section 22: SW/4



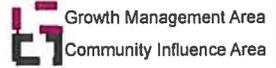
LEASE NO. 3795882
Containing 100.54 Acres, more or less.
Lease Shaded in Red.

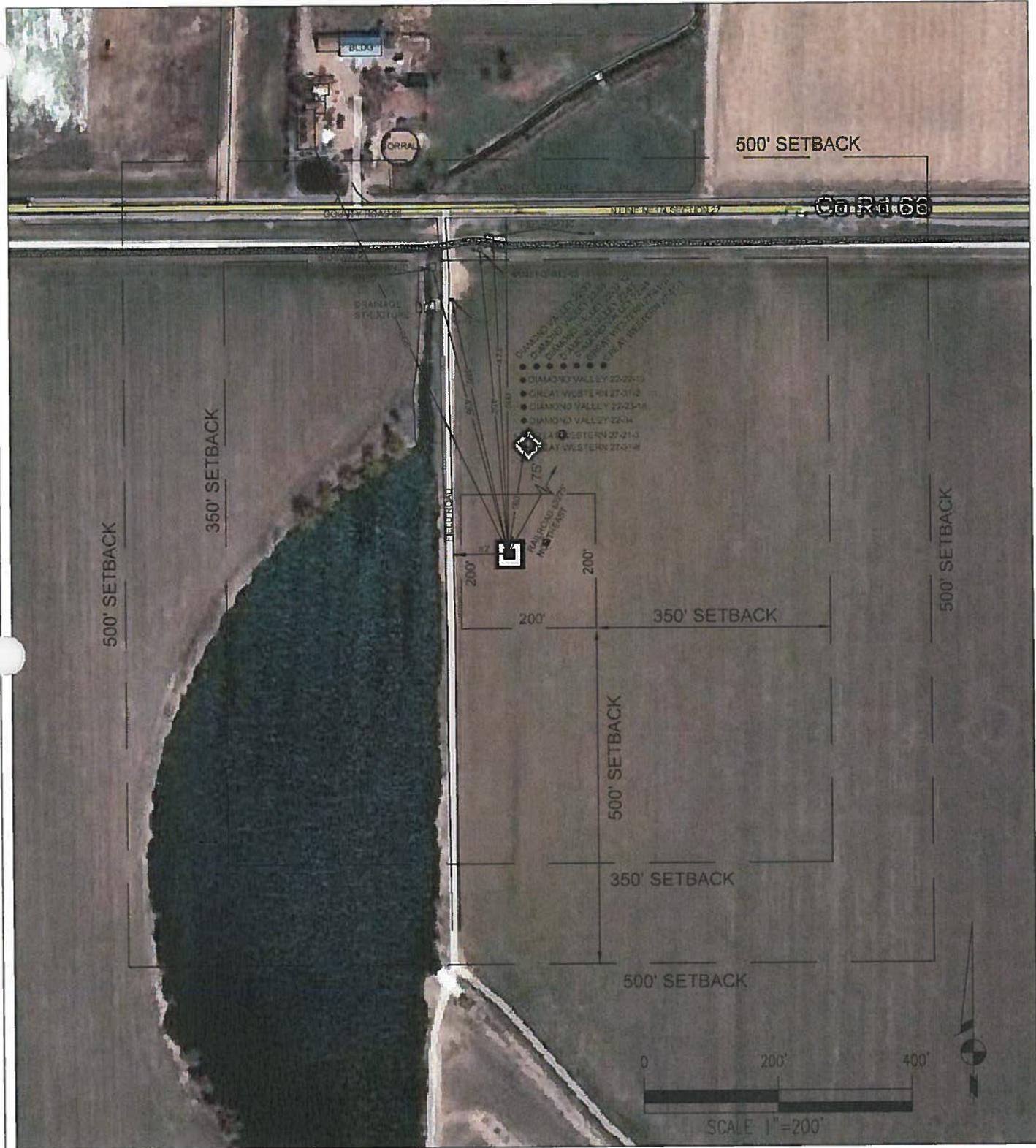


Diamond Valley / GW Pad

Land Use

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





TANK BATTERY
 DIAMOND VALLEY
 AND
 GREAT WESTERN LOCATIONS
 NE1/4 SECTION 27, T 6 N, R 67 W



501-12-165
 REF 501-11-169

Great Western 2nd Annexation – Diamond Valley & Great Western Oil Pad

CUG – Engineering Comments - 8.31.12 Review

Floodplain:

The proposed drill site location is located in a FEMA designated floodplain. The FEMA floodplain is mapped as an A-Zone, however a Letter of Map Revision (LOMR) has been submitted for an area that includes the proposed oil pad site. The LOMR did determine that shallow flooding will take place in the vicinity of the oil pad site in a 100 year flood condition. Additionally, base flood elevations were determined for areas adjacent to this location.

A floodplain development permit will be required since the oil well site and tank battery is in a floodplain. Please submit a floodplain development permit application. The form is available on line at <http://www.windsorgov.com/DocumentCenter/Home/View/275>

Please submit an anchoring plan for the tanks and separators. As part of the design, please include buoyancy force calculations and address any lateral forces on the tanks. Below are sample buoyancy force calculations provided for another oil tank location in the floodplain.

Buoyancy Force Calculations			
			Notes
Ground Elevation	4830.3	FASL	
BFE	4833.3	FASL	Anderson Consulting Engineers LOMR
Water Depth	3.0	Ft	BEC Survey (12/22/2010)
Volume of Water	603.3	CF	$V = h * \pi r^2$ (r=8', h= water depth)
Mass of Water	37643.7	lbs	$M=V*62.4\text{lb}/\text{CF}$
Mass of Tank	7500.0	lbs	From Manufacturer
Bouyancy Force	30143.7	lbs	
Factor of Safety	1.5		
Resulting Force to be Mitigated	45215.5	lbs	Per Oil Tank

Please specify specific piers used, anchor layout, cable layout, and cable size.

General site comments:

Proposed site access is vague in the materials received. There is a statement that, “*CWOG agrees to utilize existing roads on the Property to the extent practical in connection with its oil and gas operations within the Areas.*” Please explain how oil traffic will be routed. Be advised that oil well and construction traffic is not allowed to use the existing access road adjacent to the Law Ditch. However, the Kodak truck route entrance on SH 257, or Howard Smith Ave. are acceptable access points.

Please show existing contours and any proposed grading changes for access roads, pad sites, etc.



CONDITIONAL USE GRANT OIL & GAS WELL FACILITIES

**GREAT WESTERN 2ND ANNEXATION
(DIAMOND VALLEY-GREAT WESTERN PAD)
GREAT WESTERN OPERATING COMPANY, LLC**

**Brett Walker, Associate Planner
July 8, 2013**

Town Board

Item C.5 and C.6



CONDITIONAL USE GRANT

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

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

Sec. 16-7-60. Oil and gas facilities.

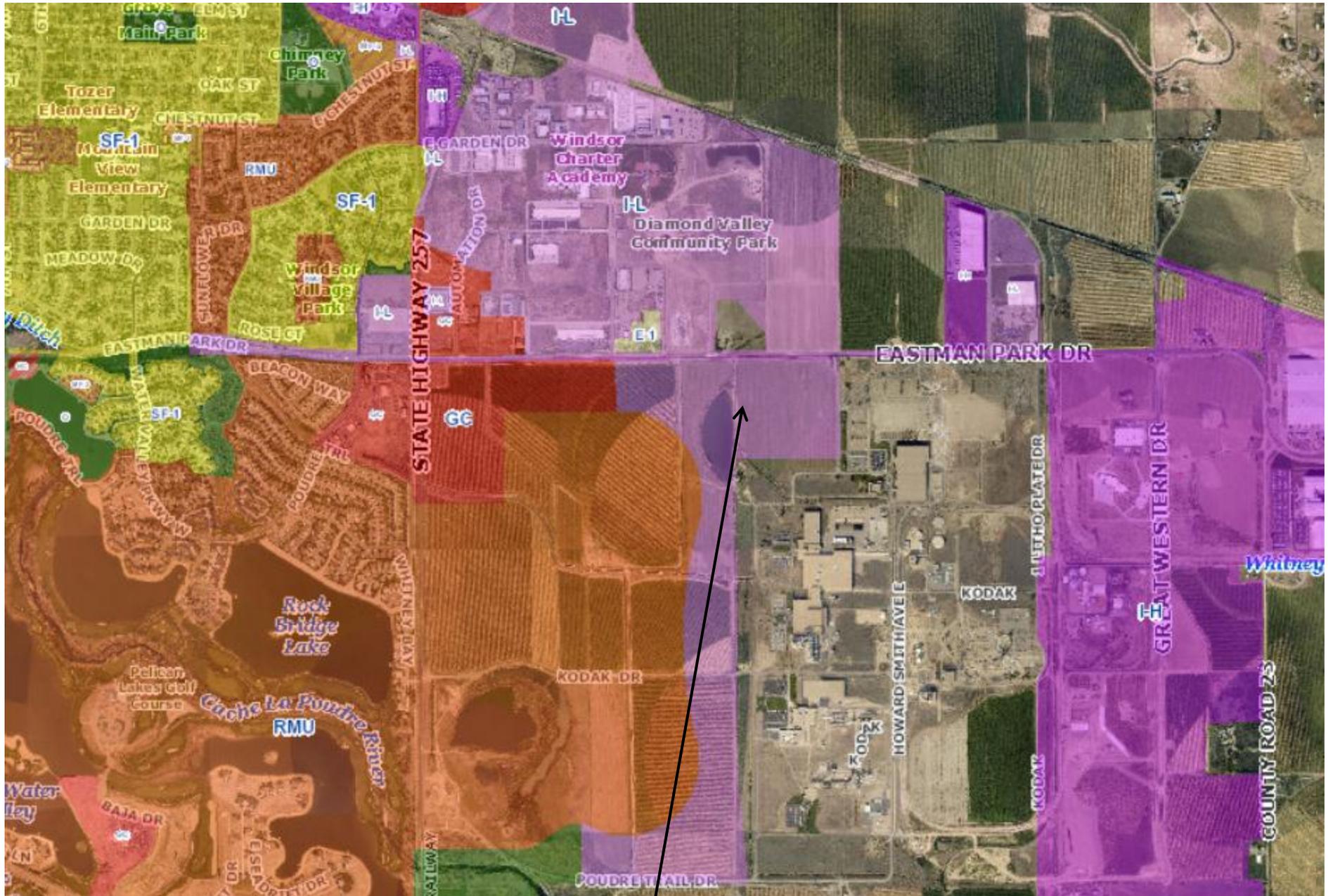
- (a) Oil and gas facilities, as defined in this Chapter, shall be permitted as a conditional use in all zoning districts.*
- (b) Oil and gas facilities as conditional uses shall be subject to approval by the Town Board of the conditions hereinafter specifically set forth in lieu of those conditions applicable to conditional uses generally, as set forth in Section 16-7-50 of this article.*

SITE VICINITY MAP



Site Location

SITE PROXIMITY ZONING MAP



Site Location – Zoned Limited Industrial (I-L)

IMPROVEMENT PLAN





CONDITIONS OF APPROVAL

1. Prior to the commencement of drilling, the applicant shall submit comprehensive “Drilling and Site Improvement Plans” for review and approval by the Town. Such plans shall address initial drilling activities, initial installation of site improvements and details, and on-going perpetual maintenance of the subject site including, but not limited to, the following:
 - a. Site access plan. The Drilling and Site Improvement Plans and supplemental information shall address site access points and haul routes for review and approval.
 - b. Public street clean-up and tracking prevention. The Drilling and Site Improvement Plans and supplemental information shall include a tracking pad for review and approval.
 - c. Site grading. The Drilling and Site Improvement Plans and supplemental information shall address site grading, including any earth berms for emergency containment.
 - d. Site lighting. The Drilling and Site Improvement Plans and supplemental information shall include details regarding site lighting fixtures and locations. Security and other site lighting shall utilize full cutoff light fixtures to mitigate light pollution



CONDITIONS OF APPROVAL

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

- f. Permanent Screening. Given the close proximity to the existing trail and Eastman Park Drive, the Drilling and Site Improvement Plans shall depict proposed long-term screening materials including landscaping, earth berms and any 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.

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



CONDITIONS OF APPROVAL

- i. Air quality.
 - 1) The applicant shall participate in any required Environmental Protection Agency (EPA) air quality monitoring and/or testing by allowing EPA to install equipment on site for said monitoring and testing.
 - 2) The applicant shall install and operate an emissions control device (ECD) capable of reducing Volatile Organic Compound (VOC) emissions on the subject oil and gas equipment in accordance with Colorado Oil and Gas Conservation Commission (COGCC) and/or the Colorado Department of Public Health and Environment (CDPHE) rules and regulations.
 - 3) The applicant shall submit to the Town copies of all air emissions reporting as required by the COGCC and/or the CDPHE's Air Pollution Control Division.

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



CONDITIONS OF APPROVAL

- k. Emergency containment. The secondary containment berm surrounding all storage vessels shall be designed and constructed to contain a minimum of 110% of the volume of the largest vessel located within the containment area or to State of Colorado standards, whichever requirements are more stringent.
- l. Waste disposal. The applicant shall submit to the Town copies of all waste management reports as required by the COGCC and/or the CDPHE rules and regulations.
- m. The following certification blocks shall be included on the Drilling and Site Improvement Plans:
 - 1) A signed owner's acknowledgement certification block.
 - 2) A signed drilling operator's acknowledgement certification block.
- n. The following notes shall be included on the Drilling and Site Improvement Plans:
 - 1) The applicant shall comply with all rules and regulations of the Colorado Oil and gas Conservation Commission (COGCC)
 - 2) The applicant shall comply with all rules and regulations of the Colorado Department of Public Health and Environment (CDPHE)
 - 3) The applicant shall maintain on-going compliance with all conditions of the Town and Windsor-Severance Fire Rescue.



CONDITIONS OF APPROVAL

- 4) The facilities shall be kept clean and otherwise properly maintained at all times.
 - 5) The existing access may be utilized for oil and gas well activities. This access point is temporary and will be required to be removed at such time that permanent access is available in the future.
2. The applicant shall address and comply with the conditions of Windsor-Severance Fire Rescue.
 3. The applicant shall address all Engineering Department comments regarding the flood plain location prior to commencement of any drilling-related activities.
 4. All oil well and construction-related traffic shall not use Eastman Park Drive to access the site. The Kodak truck route accessed off State Highway 257 and Howard Smith Avenue area acceptable access routes.
 5. The applicant shall submit written evidence to the Town that all requirements of the Weld RE4 Windsor/Severance School District have been satisfied prior to commencement of drilling activities.



CONDITIONAL USE GRANT REQUEST

Staff requests that the following be entered into the record:

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



MEMORANDUM

Date: July 8, 2013
To: Mayor and Town Board
Via: Regular meeting packets
From: Ian D. McCargar, Town Attorney
Re: Discussion of Kyger property purchase
Item #: C.7.

Background / Discussion:

I. NON-POTABLE MASTER PLAN

The Town of Windsor previously adopted its Non-Potable Water Master Plan following study and input from our water consulting firm, Clear Water Solutions. One of the recommendations of the Master Plan was for the Town to acquire more non-potable water rights, and more storage space for its non-potable water portfolio. The demand for non-potable water is driven largely by the need to maintain Windsor Lake as a recreational amenity, by the need to irrigate our parks and open space, and by the need to provide augmentation water under current commitments and water court decrees. The Master Plan recommends that Windsor continue to acquire non-potable water and storage space to meet its needs as time goes by.

II. KYGER PROPERTY

In recent months, we have held discussions with representatives of River Bluffs Ventures, LLC. River Bluffs Ventures owns three gravel mining sites north of Highway 392, and just west of the Larimer/Weld County line. The Kyger Gravel Pit site is a quarter-section of land at the northwest corner of Highway 392 and County Line Road. This site has undergone mining, and is now in the reclamation stage. The owners have proposed that a reservoir be constructed at this site and, upon completion, purchased by the Town.

The Kyger site is unique in many respects. Its southwest corner falls within the Cache la Poudre River. The site has historically been served by laterals connected to the Greeley No. 2 Canal nearby to the north. The Kyger site aligns with the two other gravel sites to the north (Veldman and Three Bells), and the Serfer pit to the south across Highway 392. The alignment of these sites lends itself to cooperative functioning of an integrated system of water storage vessels. These sites also lie in an area that may eventually be considered for drinking water treatment facilities. In sum, the Kyger Site is strategically located for water storage, treatment and delivery.

III. CONTRACT BASICS

The proposed Contract to Buy and Sell Real Estate (Land) is attached to this Memorandum. The Contract contains the following basic terms:

- The Seller will complete the storage vessel prior to closing;
- A purchase price formula set at \$2750 per acre-foot of useable storage;
- A target useable storage capacity of between 1000 and 1100 acre-feet;
- Contingencies to allow the Town to seek Colorado Water Conservation Board (CWCB) loan financing for not only the storage vessel purchase, but construction of a pumping facility and the purchase of water shares as well;
- An opportunity for the Town and other interested parties to coordinate and share costs for the operation of the Kyger Reservoir in conjunction with reservoirs which may in the future be built on the other three nearby sites (Serfer, Veldman and Three Bells); and
- The requirement that the Sellers provide the Town with sufficient easement rights across neighboring property, to allow the Town to receive water from the Cache la Poudre River and the Greeley No. 2 Canal.

IV. FINANCING

The financing package for this transaction will consist of a combination of borrowed funds, existing budgeted funds and existing enterprise fund balances. To the extent approved by the Town Board, the Town Manager is prepared to secure CWCB loan financing, in order to take advantage of historically-low interest rates and to maintain some balance in the Town's asset portfolio. Clear Water Solutions is preparing a feasibility study to support an application to CWCB, with a target filing date of August 1, 2013.

V. CONTEXT

The contract for purchase of the Kyger Site is the next step in long-term water planning for the Town. In many respects, the purchase of the Kyger site brings the Town to a new level of water management as recommended by the Non-Potable Water Master Plan.

Financial Impact:

	Budget	Proposed	Note
Revenue	\$0	\$6.25M	Combination of loan, previously-budgeted items & existing fund balances
Expense	\$0	\$6.25M	
Net		\$0	

Relationship to Strategic Plan: Managed Growth; Vibrant Downtown & Lake

Recommendation: Approve Contract to Buy and Sell Kyger property.

Attachments: Contract to Buy and Sell Real Estate (Land)

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

1. THIS CONTRACT is dated this ____ day of July, 2013, and is between RIVER BLUFFS VENTURES, LLC, a Colorado Limited Liability Company (“Seller”) and THE TOWN OF WINDSOR, COLORADO, a Colorado home rule municipal corporation (“Buyer”). Pursuant to the terms of this Contract, Buyer agrees to buy, and Seller agrees to sell, the Property described below on the terms and conditions set forth in this Contract.

2. PROPERTY.

2.1. Property. The Property is the legally described real estate in the County of Larimer, Colorado, set forth in the attached Exhibit A, incorporated herein by this reference as if set forth fully, together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, but specifically excluding all oil and gas or other hydrocarbons of any kind. For purposes of reference only, the attached Exhibit A-1 is provided as a depiction of the Property and other relevant structures.

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Fixtures. All fixtures attached to the Property on the date of this Contract, together with any fixtures attached to the Property pursuant to the terms of Section 24 of this Contract.

3. DATES AND DEADLINES.

The applicable dates and deadlines under this Contract are set forth below. The essential purpose of this Contract is to establish a sequence of improvements to the Property under the direction of Seller, while assuring Buyers adequate opportunity for due diligence prior to Buyer’s tender of the Purchase Price.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

The Purchase Price shall be determined in accordance with the terms set forth in § 24 below.

4.3. Form of Funds; Time of Payment; Funds Available.

4.3.1. Good Funds. All amounts payable by the Buyer at Closing shall be in funds that comply with all applicable Colorado laws, including public funds appropriation, electronic transfer funds, certified check, savings and loan teller’s check and cashier’s check (Good Funds).

4.3.2. Available Funds. All funds required to be paid at Closing or as otherwise agreed in writing between the parties shall be timely paid to allow disbursement by Closing Company at Closing. Buyer represents that Buyer, as of the date of this Contract, has appropriated funds that are immediately verifiable and available in an amount not less than the amount of the Purchase Price as determined in accordance with the “Purchase Price” terms set forth in § 24 below.

5. BUYER'S "DUE DILIGENCE" TERMINATION OPTION.

Notwithstanding anything in this Contract to the contrary, this Contract may be terminated by Buyer at any time prior to August 1, 2013 ("Due Diligence Date") if in the Buyer's sole discretion it determines that the inlet and outlet works Buyer intends to construct independently cannot be constructed economically. In such an event, the Buyer shall provide Seller with written notice terminating this Contract by the Due Diligence Date. If the Buyer fails to provide written notice by the Due Diligence Date, this contingency shall be deemed waived by the Buyer and all remaining terms of this Contract shall continue in full force and effect.

6. EVIDENCE OF TITLE AND ASSOCIATION DOCUMENTS.

6.1. Evidence of Title. No later than July 15, 2013, Seller furnish Buyer, at Seller's expense, a current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price determined as an estimate by a fair application of the formula set forth in Section § 24.6 below. If title insurance is furnished, Seller shall also deliver to Buyer copies of abstracts of title, if any, covering all or any portion of the Property (Abstract) in Seller's possession. At Seller's expense, Seller shall cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing. The title insurance commitment shall commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (effective date of commitment to date deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain this additional coverage shall be paid by Seller.

Note: The title insurance company may not agree to delete or insure over any or all of the standard exceptions. Buyer shall have the right to review the Title Commitment, its provisions and Title Documents (defined in § 6.2), and if not satisfactory to Buyer, Buyer may exercise Buyer's rights pursuant to § 7.1.

6.2. Copies of Exceptions. On or before July 15, 2013, Seller, at Seller's expense, shall upon Buyer's request furnish to Buyer (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions). This requirement shall pertain only to documents as shown of record in the office of the Larimer County Clerk and Recorder. The Title Commitment, together with any copies or summaries of such documents furnished pursuant to this section, constitute the Title Documents.

7. RECORD TITLE AND OFF-RECORD TITLE MATTERS.

7.1. Record Title Matters. Buyer has the right to review and object to any of the Title Documents (Right to Object, Resolution), as set forth in § 7.3. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment, notwithstanding § 12, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If Buyer objects to any of the Title Documents, Buyer shall cause Seller to receive Buyer's Notice to Terminate or Notice of Title Objection on or before August 20, 2013. If Title Documents are not received by Buyer, on or before July 15, 2013, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment shall be delivered to Buyer. Buyer shall deliver Buyer's Notice to Terminate or Notice of Title Objection on or before ten days after receipt by Buyer of the following documents: (1) any required Title Document not timely received by Buyer, (2) any change to the Title Documents, or (3) endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to

this § 7.1 (Record Title Matters), any title objection by Buyer and this Contract shall be governed by the provisions set forth in § 7.3 (Right to Object, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified in this Section, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

7.2. Off-Record Title Matters. Seller shall deliver to Buyer, on or before July 15, 2013, true copies of all existing surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (such as an unrecorded easement, unrecorded lease, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 12), in Buyer's sole subjective discretion, shall be received by Seller on or before August 20, 2013. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 7.2 (Off-Record Title Matters), any title objection by Buyer and this Contract shall be governed by the provisions set forth in § 7.3 (Right to Object, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection, on or before August 20, 2013, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

7.3. Right to Object, Resolution. Buyer's right to object to any title matters shall include, but not be limited to Record Title Matters, Off-Record Title Matters and Transfer of Title, in Buyer's sole subjective discretion (collectively, Notice of Title Objection). If Buyer objects to any title matter, on or before August 20, 2013, Buyer shall have the choice to either (1) object to the condition of title and pursue Title Resolution as provided in sub-section 7.3.1 below, or (2) terminate this Contract.

7.3.1. Title Resolution. If Seller receives Buyer's Notice of Title Objection as provided above with respect to Record Title Matters or Off-Record Title Matters, on or before August 20, 2013, and if Buyer and Seller have not agreed to a written settlement thereof on or before August 27, 2013, this Contract shall terminate on August 28, 2013, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection on or before August 27, 2013.

7.3.2. Right to Terminate – Title Objection. Buyer shall have the Right to Terminate under §20.1 on or before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

7.4. Special Taxing Districts. Buyer shall have the Right to Terminate under § 20.1, on or before July 15, 2013, based on any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

7.5. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property, or a right to approve this Contract, Seller shall promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract shall terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved by the holder of the right of first refusal, this Contract shall remain in full force and effect. Seller shall promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or Contract approval has not occurred on or before July 15, 2013, this Contract shall terminate.

8. FINANCING CONDITIONS AND OBLIGATIONS.

8.1. Loan Application. The parties contemplate that Buyer intends to pay all or part of the Purchase Price by obtaining one or more new loans (“New Loan”). Buyer, shall make an application for such New Loan on or before August 1, 2013, and shall exercise reasonable and good-faith efforts to expeditiously obtain such loan or loan approval.

8.2. Loan Conditions. This Contract is conditional upon Buyer determining, in Buyer’s sole subjective discretion, whether the terms of the New Loan are satisfactory. This condition is for the benefit of Buyer. Buyer shall have the Right to Terminate on or before October 15, 2013 (“New Loan Termination Date”), if the New Loan is not satisfactory to Buyer, in Buyer’s sole subjective discretion. If Buyer has not exercised its Right to Terminate on or before the New Loan Termination Date, Buyer’s Right to Terminate under this § 8 shall expire.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

9. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

9.1. Seller’s Property Disclosure Deadline. On or before July 15, 2013, Seller agrees to deliver to Buyer Seller’s Property Disclosure form, within which only Sections H, K, M, NO and P shall be completed by Seller to Seller’s actual knowledge, current as of July 15, 2013. For purposes of reference, a blank copy of Form No 8-25 is attached hereto.

9.2. Inspection Objection Deadline. Except as provided in § 24 with respect to the construction, inspection and certification of the water storage vessel upon the Property, Buyer acknowledges that Seller is conveying the Property to Buyer in an “as is” condition, “where is” and “with all faults”. In addition to the Seller’s Property Disclosure required in the sub-section immediately preceding this one, Seller shall on or before July 15, 2013, disclose to Buyer in writing any latent defects actually known by Seller. Buyer shall have the right to have inspections (by one or more third parties, personally or both) of the Property at Buyer’s expense. If any condition of the Property is unsatisfactory to the degree that the Buyer’s use of the property as a water storage site is impaired, in Buyer’s sole subjective discretion, Buyer shall, on or before August 15, 2013:

9.2.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

9.2.2. Inspection Objection. Deliver to Seller a written description of any unsatisfactory physical condition that Buyer requires Seller to correct.

9.3. Inspection Resolution Deadline. If Buyer timely delivers Buyer’s Inspection Objection to Seller, and if Buyer and Seller have not agreed in writing to a satisfactory resolution thereof on or before August 22, 2013, this Contract shall terminate on August 23, 2013, unless Buyer in writing tenders to Seller Buyer’s withdrawal of the Inspection Objection before August 23, 2013.

9.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract, is responsible for payment for all inspections, tests, surveys, engineering reports, or any other work performed at Buyer’s request (“Services”) and shall pay for any damage that occurs to the Property and Inclusions as a result of such Services. Buyer shall not permit claims or liens of any kind against the Property for Services performed on the Property at Buyer’s request.

9.5. Due Diligence Documents. On or before July 15, 2013, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer to the extent such Due Diligence Documents exist and are in Seller's possession:

9.5.1. All current leases, including any amendments or other occupancy agreements, pertaining to the Property (Leases);

9.5.2. Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller shall warrant that no such reports are in Seller's possession or known to Seller;

9.5.13. All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

9.6. Due Diligence Documents Conditions. Buyer shall have the right to review and object to Due Diligence Documents, zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property (Zoning), in Buyer's sole subjective discretion, or Seller's failure to deliver to Buyer all Due Diligence Documents. Buyer shall also have the unilaterally right to waive any condition herein.

9.6.1. Due Diligence Documents Objection. On or before August 15, 2013, Buyer shall have the Right to Terminate under § 20.1, based on any unsatisfactory matter disclosed by the Due Diligence Documents, to the degree that the Buyer's use of the property as a water storage site is impaired, in Buyer's sole subjective discretion. If, however, Due Diligence Documents are not timely delivered, or if Seller fails to deliver all Due Diligence Documents to Buyer, then Buyer shall have the Right to Terminate under § 20.1 on or before August 1, 2013.

9.7. Due Diligence – Environmental. Buyer shall have the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as deemed applicable in Buyer's sole discretion. Buyer shall order or provide such environmental inspections at its sole expense, which inspections shall be completed by August 20, 2013. All such inspections and evaluations shall be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's contractor's uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the Closing shall not be scheduled, notwithstanding anything to the contrary herein, until Buyer either (1) completes a Phase II Environmental Site Assessment, or (b) notifies Seller in writing that this Contract is terminated. Buyer shall have the Right to Terminate under § 20.1, based on any unsatisfactory results of Environmental Inspection which to any degree impairs Buyer's use of the property as a water storage site, in Buyer's sole subjective discretion.

9.8. Existing Leases, Permits or Licenses. Seller represents that there are no enforceable leases, use permits or licenses affecting the Property, other than Permit #M-1999-088 issued by the Division of Reclamation, Mining and Safety, Larimer County Permit 99-Z-1307 (and related permits associated with historical mining operations on the Property) and an Oil and Gas lease dated December 5, 2011. Buyer is relying upon such representation in entering into the within Contract. Seller shall not enter into any leases,

use permits or licenses affecting the Property without the prior written consent of Buyer. At Buyer's sole election, Buyer shall have the right to terminate and/or rescind the within Contract upon discovery of any leasehold interests, use permits or licenses affecting the Property of which Seller had actual knowledge as of the date of this Contract. This term shall survive the Closing.

9.9 Buyer's Termination Rights Under § 24. Notwithstanding the rights, duties and deadlines set forth above in this Section, the parties agree that Buyer shall have an absolute right to terminate this Contract if within twelve (12) months of the date of this Contract the State Engineer does not in writing issue a certification of the clay liner as contemplated in § 24.2.1.3 below.

CLOSING PROVISIONS

10. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

10.1. Closing Documents and Closing Information. Seller and Buyer have designated Land Title Guarantee Company of Windsor to serve as the Closing Company for this transaction. Seller and Buyer shall cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction at the scheduled Closing. Buyer and Seller shall sign and complete all customary or reasonably required documents at or before Closing.

10.2. Closing Instructions. Buyer and Seller agree to execute such Closing Instructions as may be required to assist and direct the Closing Company consistent with the intent of this Contract, and shall deliver such Closing Instructions to the Closing Company prior to Closing.

10.3. Closing. Delivery of the Special Warranty Deed in a form substantially identical to the attached Exhibit B shall take place at Closing. Closing shall be on the date set by mutual agreement of the parties. However, in keeping with the requirements of § 24 below, Closing shall not be scheduled until the storage vessel clay lining is tested and certified by the State Engineer, consistent with State Engineer requirements.

11. TRANSFER OF TITLE. Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver its Special Warranty Deed to Buyer, at Closing, conveying the Property free and clear of all taxes. Except as provided herein, title shall be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall be conveyed subject to:

11.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents and accepted by Buyer;

11.2. Distribution utility easements; and

11.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer.

12. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before Closing from the proceeds of this transaction or from any other source.

13. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

13.1. Closing Costs. Buyer and Seller shall pay their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

13.2. Closing Services Fee. The fee for real estate closing services shall be paid at Closing in equal sums by Buyer and by Seller.

14. TAXES. The parties recognize that the Buyer is a tax-exempt entity, such that from the date upon which title transfers to Buyer, no taxes will be payable by Buyer with respect to the Property. Sellers shall be solely responsible for all personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes through the date of transfer of title, even to the extent such taxes and assessments are billed in arrears following Closing. For purposes of estimates at Closing, such taxes and assessments shall be based on taxes for the calendar year immediately preceding Closing. In the event a tax assessment arising prior to Closing is billed after Closing, Seller shall be responsible for payment of any such assessment. This requirement shall survive Closing.

15. POSSESSION. Possession of the Property shall be delivered to Buyer on the day of Closing.

GENERAL PROVISIONS

16. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

16.1. Day. As used in this Contract, the term “day” shall mean the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

16.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline shall be extended to the next day that is not a Saturday, Sunday or Holiday.

17. CAUSES OF LOSS, INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both shall be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

17.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), Seller shall be obligated to repair the same before the Closing date. In the event such damage is not repaired within said time or if the damage exceeds such sum, this Contract may be terminated at the option of Buyer. Buyer shall have the Right to Terminate under § 20.1, on or before Closing Date, based on any Property Damage not repaired before Closing Date. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer shall be entitled to a credit at Closing for all insurance proceeds that were received by Seller resulting from such damage to the Property and Inclusions, plus the amount of any deductible provided for in such insurance policy. Such credit shall not exceed the Purchase Price. In the event Seller has not received such insurance proceeds prior to Closing, the parties may agree to extend the Closing Date or, at the option of Buyer, Seller shall assign such proceeds at Closing, plus credit Buyer the amount of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.

17.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), systems and components of the Property fail or be damaged between the date of

this Contract and Closing or possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion, service, system, component or fixture of the Property with a unit of similar size, age and quality, or an equivalent credit, less any insurance proceeds received by Buyer covering such repair or replacement.

17.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller shall promptly notify Buyer, in writing, of such condemnation action. Buyer shall have the Right to Terminate under § 20.1, on or before Closing Date, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer shall be entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit shall not include relocation benefits or expenses, or exceed the Purchase Price.

17.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, shall have the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence hereof. If any obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

18.1. If Buyer is in Default:

18.1.1. Specific Performance. Seller may elect to treat this Contract as canceled, and Seller may recover such damages as may be proper. In the alternative, Seller may elect to treat this Contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

18.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

19. MEDIATION. If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address. This section shall not alter any date in this Contract, unless otherwise agreed.

20. TERMINATION.

20.1. Right to Terminate. If a party has a right to terminate under the provisions of this Contract, the termination shall be effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate shall have accepted the specified matter, document or condition as satisfactory and waived the Right to Terminate under such provision.

20.2. Effect of Termination. In the event this Contract is terminated, the parties shall be relieved of all obligations hereunder, subject to rights of default set forth above.

21. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior

agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this Contract that, by its terms, is intended to be performed after termination or Closing shall survive the same.

22. NOTICE, DELIVERY, CHOICE OF LAW and VENUE.

22.1. Physical Delivery. All notices must be in writing; electronic delivery is not permitted. Any document, including a signed document or notice, from or on behalf of Seller, and delivered to Buyer shall be effective when physically received by the following persons: Town Manager, Town of Windsor, Colorado, 301 Walnut Street, Windsor, Colorado 80550; Town Attorney, Town of Windsor, Colorado, 301 Walnut Street, Windsor, Colorado 80550. Any document, including a signed document or notice, from or on behalf of Buyer, and delivered to Seller shall be effective when physically received by the following persons: Dino DiTullio or Mike DiTullio, River Bluffs Ventures, LLC, 1927 Wilmington Drive, Suite 101, Fort Collins, CO 80525

22.2. Choice of Law and Venue. This Contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado applicable to Colorado residents who sign a contract in Colorado for the sale and purchase of property located in Colorado. Any action for enforcement or interpretation of this Contract shall be brought exclusively in the State courts of Colorado sitting in the County of Larimer.

23. NOTICE OF ACCEPTANCE, COUNTERPARTS. This Contract is effective upon execution by the Buyer or Seller, whichever is the latter in time. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

24. ADDITIONAL PROVISIONS.

The terms of this Section 24 shall be deemed integral to and interrelated with the foregoing terms with respect to the sale and purchase of the Property.

CONTRACT FOR DESIGN AND CONSTRUCTION OF WATER STORAGE VESSEL

WHEREAS, the Property has been mined for sand and gravel Lafarge West, Inc. pursuant to DRMS mining Permit M-1999-088 (“Kyger Mining Permit”), and as part of the approval for the mining permit, Lafarge filed and the Division of Reclamation, Mining and Safety (“DRMS”) approved a reclamation plan for the Property entitled the “Lafarge Kyger Property Reclamation Plan” (dated January 21, 2000, Sheet 1 of 1 prepared by Tuttle Applegate, Inc., and on file with the DRMS) hereinafter referred to as the “Lafarge Reclamation Plan.”

WHEREAS Lafarge has completed mining on the Property and has conveyed the Kyger Mining Permit to Seller, and Seller plans to proceed with reclamation of the Kyger Property for the purpose of obtaining release of the Kyger Mining Permit and associated bonding obligation (“Kyger Reclamation”).

WHEREAS, to complete the Kyger Reclamation, Seller intends to file a technical revision to the to the Lafarge Reclamation Plan in order to obtain approval from the DRMS for certain modifications to said Lafarge Reclamation Plan (“Technical Revision”), in particular to get approval from the DRMS to construct a clay liner for the sand and gravel pit in order to make the sand and gravel pit (“Kyger Reservoir”) legally suitable as a water storage vessel. The reclamation plan for the Property after the anticipated filing and approval of the Technical Revision is referred to herein as the “Revised Kyger Reclamation Plan.”

WHEREAS, Seller has contracted with Connell Resources, Inc. (“Contractor”) to assist in the development of the Revised Kyger Reclamation Plan and to perform the Work (as the term is defined below) necessary to complete the Revised Kyger Reclamation Plan.

WHEREAS, the Buyer desires to obtain the Property in order to own and operate the Kyger Reservoir as a water storage vessel for water rights the Buyer owns, leases or may hereafter own, lease, appropriate or adjudicate.

WHEREAS, in accordance with the terms of this Agreement, Seller agrees to sell and convey a fee interest to the Property and to construct the Kyger Reservoir in accordance with the terms and conditions set forth herein.

WHEREAS, Seller agrees to also grant to the Buyer certain non-exclusive easements over and across parcels of nearby property to the north and northwest of the Property owned by Seller, in order to facilitate the delivery of water from the Greeley No. 2 Canal, the Box Elder Ditch and from the Cache la Poudre River to the Kyger Reservoir (hereinafter the “Easements”).

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants of the parties hereto, it is agreed as follows:

GENERAL CONSTRUCTION PROVISIONS

24.1.1. The parties’ intent is to convert the sand and gravel pit on the Property into the Kyger Reservoir using a compacted clay liner method. The Kyger Reservoir is physically situated such that it can be filled by water from delivered from the Cache la Poudre River directly, through the Greeley Canal No. 2, through the Box Elder Ditch and/or from pumps located on or near the Kyger Reservoir. Water so stored will be capable of released or delivered through a ditch, pumps, or pipe to the Cache la Poudre River. It is anticipated that upon completion of the Revised Kyger Reclamation Plan approximately 1000 acre-feet of storage will be made available once the excavation, reclamation and lining are completed. It is and shall be the parties’ intention to maximize the storage volume in the Kyger Reservoir consistent with good and safe engineering practices and the Drawings and Specifications (as that term is defined below) set forth herein.

24.1.2. The existing location and general features of the Kyger Reservoir are for reference purposes depicted in the attached Exhibit A-1. Upon execution of this Contract, if not prior thereto, Seller will retain an engineer (“Engineer”) to design the Technical Revision that will be submitted to the DRMS for approval of the Revised Kyger Reclamation Plan. Seller has contracted with Connell Resources, Inc. to complete the Revised Kyger Reclamation Plan and it is presently anticipated that the Technical Revision will be prepared by Applegate Group, Inc., in cooperation and coordination with Seller and Contractor. Any additions or changes to the project beyond those of the Revised Kyger Reclamation Plan will be accepted and adopted into the Project (as the term is defined below) through change orders pursuant to §§ 24.7.1 through 24.7.4 below (“Change Order Process”). Upon completion of the reclamation of the water storage area comprising the Kyger Reservoir, Seller shall cause a Final Survey to be done by a registered land surveyor and a stage capacity curve will be prepared at Seller’s expense to determine the final water storage capacity of the Kyger Reservoir, and such Final Survey and stage capacity curve (“Final Reservoir Capacity”) shall be submitted to Buyer for review and comment. At the conclusion of the Project (as the term is defined below), Seller will convey the Property to the Buyer as provided in the within Contract.

24.1.3. The “Project”, as that term is used herein, shall consist of the completion of (1) the Kyger Reservoir pursuant to the requirements and specifications for the Revised Kyger Reclamation Plan, (2) the

certification by the State Engineer that the liner installed by Seller for the Kyger Reservoir meets State Engineer lining standards, (3) the granting of the Easements to the Buyer, and (4) any approved changes to the Project accepted and adopted pursuant to the Change Order Process. Inlet and outlet works for the Kyger Reservoir which are outside of the Revised Kyber Reclamation Plan are not part of the Project but will be constructed independently by the Buyer at the Buyer's sole election and expense.

24.1.4. The term "Work" as used herein consists of all of the tasks necessary to complete the Project in accordance with specifications for the Revised Kyger Reclamation Plan and/or other engineering specifications that are made part of the Project pursuant to the Change Order Process (collectively "Drawings and Specifications").

SELLER'S RESPONSIBILITIES

24.2.1. The construction of the Project will take place in phases to be undertaken by Seller as generally described herein.

24.2.1.1. Phase 1 shall consist of the design of the Technical Revision to support the Revised Kyger Reclamation Plan. Seller shall be responsible for the design, approval and completion of the Technical Revision, and all costs associated therewith. The Buyer shall be entitled to review and comment on the Technical Revisions prior to the submittal to the DMRS. The parties shall endeavor to agree upon the Technical Revision prior to its submittal, but in the event they cannot, either party may terminate this Contract prior to submittal of the technical revisions to the DMRS.

24.2.1.2. Phase 2 is the construction phase of the Kyger Reclamation Plan. Upon approval of the Revised Kyger Reclamation Plan, if not prior thereto, Seller, through Contractor, shall commence work on the Project. It is anticipated presently that the reclamation of Kyger Reservoir itself will approximately 1 month to complete. Phase 2 will be deemed concluded when the structure or improvements have been substantially completed consistent with Revised Kyger Reclamation Plan and the Drawings and Specifications.

24.2.1.3. Phase 3 shall consist of the completion and testing of the Kyger Reservoir liner. Phase 3 may take place while certain Work under Phase 2 is still ongoing. In Phase 3 Seller shall, at Seller's cost, through its Contractor and/or Engineer, have the liner tested by the State Engineer consistent with State Engineer requirements. Seller shall be responsible for the costs associated with the testing and State Engineer's certification of the liner. This Phase shall be deemed to have concluded upon receipt of the certification of the liner from the State Engineer's Office.

24.2.1.4. The Project will be deemed "Substantially Completed" when Phase 2 and Phase 3 have concluded, but generally is that date when construction is sufficiently complete in accordance with the Kyger Reclamation Plan and the Drawings and Specifications so the Buyer can utilize the Project or designated portion thereof for the use for which it is intended. Upon Substantial Completion, Seller will be obligated to convey the Property to the Buyer in accordance with this Contract.

24.2.2. Seller's contract with the Contractor will require that Contractor will meet all applicable federal, state and county requirements.

24.2.3. The Seller and/or Contractor will secure all permits and approvals necessary for the construction of the Project, including but not limited to mining permits, reclamation permits, §404 permits or permits relating to wetlands and waters of the United States, discharge permits and well permits, easements and

grants from the property owner(s) necessary for all parts of the Project and shall pay all costs associated therewith. Seller's obligation to secure such permits shall terminate upon the Date of Substantial Completion defined in § 24.2.1.4.

24.2.4. The Seller will enter into such contracts as are necessary to provide all construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the execution and completion of the Project.

24.2.5. The Seller will pay all fees, sales, use, gross receipts and similar charges or taxes related to the Work provided by the Seller which has been legally enacted at the time of execution of this Contract and for which the Seller is liable.

24.2.6. The Seller will give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract, which govern the proper execution of the Work and which are necessary as a result of entering into a contract with the Buyer as a governmental entity.

24.2.7. The Seller shall pay all royalties and license fees for materials, methods and systems incorporated in the Work. Seller shall defend all suits or claims for infringement or any patent rights and shall save the Buyer harmless from loss on account thereof except when a particular design, process or produce is specified by the Buyer. In such case the Contractor shall be responsible for such loss only if he has reason to believe that the design, process or produce so specified is an infringement of a patent, and fails to give such information promptly to the Buyer.

24.2.8. The Seller warrants to the Buyer that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. The Seller agrees to correct all work performed by it or by Contractor under this Contract which proves to be defective in material and workmanship within a period of one year from the Date of Substantial Completion as defined in § 24.2.1.4. Seller shall assign to Buyer any warranties or similar promises to correct defects issued by Contractor to Seller.

24.2.9. The Seller will secure required certificates of inspection, testing or approval and deliver them to the Buyer prior to Closing. The Seller shall be required to obtain the Colorado State Engineer's approval of the compacted clay liner, and shall deliver confirmation of same to Buyer prior to Closing.

24.2.10. The Seller, with the assistance of Buyer's personnel, will direct the testing of operations of systems and equipment for readiness, and will assist in the initial start-up and testing.

24.2.11. The Seller shall furnish for the site of the construction and excavation all necessary surveys describing the physical characteristics, soils reports and subsurface investigations, legal limitations, utility locations, and all necessary legal descriptions associated with the Project.

24.2.12. In addition to conveyance of the Property, Seller shall at Closing transfer the Kyger Mining Permit to the buyer following Substantial Completion. Should the Kyger Mining Permit not yet be released by the DRMS at the time of Closing, it is understood that Seller shall nonetheless transfer to Buyer the Kyger Mining Permit. However, notwithstanding transfer of the Kyger Mining Permit to Buyer, Seller shall remain responsible for the timely completion of any remaining reclamation obligations required for the DRMS release of the Kyger Mining Permit; Buyer shall bear no responsibility for any cost, effort or undertaking necessary to release the Kyger Mining Permit. All such remaining reclamation obligations shall be set forth

in the Certificate of Substantial Completion (or, if such obligations are not known at the time of Substantial Completion, a reservation of reclamation obligations shall be set forth in the Certificate of Substantial Completion), so that the parties are aware of such remaining reclamation obligations. Seller's obligation for completion of any remaining reclamation obligations required for release of the Kyger Mining Permit shall survive closing and shall not merge with the Special Warranty Deed.

24.2.13. At the conclusion of the Project, Seller shall provide to Buyer copies of "as-built" drawings and specifications, in order that Buyer may have information relevant to the completed Project for purposes of ongoing management and maintenance.

BUYER'S RESPONSIBILITIES

24.3.1. The Buyer shall provide full information regarding its requirements for the Project prior to submittal of the Technical Revision to the DRMS in Phase 1.

24.3.2. The Buyer's Engineer(s) shall be fully acquainted with the Project, shall render any necessary decisions promptly, and furnish information expeditiously.

24.3.3. If the Buyer becomes aware of any fault or defect in the Project or non-conformance with the Revised Kyger Reclamation Plan, Drawings or Specifications or construction, it shall give prompt written notice thereof to Seller and Contractor.

24.3.4. The Buyer shall furnish reasonable evidence satisfactory to the Seller, prior to commencing Work in Phase 2 and at such future times as may be required, that sufficient funds are available and committed for the purchase of the Property. Unless such reasonable evidence is furnished, the Seller is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop work upon 15 days' notice to the Buyer. The failure of the Seller to insist upon the providing of this evidence at any one time shall not be a waiver of Buyer's obligation to provide assurance pursuant to this Contract, nor shall it be a waiver of the Seller's right to request or insist that such evidence be provided at a later date.

24.3.5. The Buyer shall have no contractual relationship or obligation to the Contractor, or to Contractor's subcontractors and shall communicate with the Contractor or subcontractors only through the Seller.

SUBCONTRACTS

24.4.1. The parties expect that the Work will be performed by the Contractor, or Contractor's subcontractors. However, Seller may engage other subcontractors to perform some or all of the Work contemplated herein.

24.4.2. A Subcontractor, as the term is used herein, includes the Contractor, and of Contractor's subcontractors, or subcontractors engaged separately by Seller. The term Subcontractor does not include any separate contractor employed by the Buyer.

24.4.3. No contractual relationship shall exist between Buyer and any Subcontractor. The Seller shall be responsible for the management of the Subcontractors in the performance of their Work.

PROJECT TIME SCHEDULE

24.5.1. Completion of the Project shall take place no later than twelve months from the date hereof, though it is presently anticipated that the Project will be Substantially Complete by November 1, 2014. No mining shall take place on the Property except as allowed by or incident to the Revised Kyger Reclamation Plan and the Project.

24.5.2. Seller has commenced Project construction work as soon as possible, and to complete the Work in a reasonably diligent manner.

24.5.3. The Date of Substantial Completion shall be the date of completion of Phase 2 and Phase 3 as set forth in Section 24.2.1.4 above. Warranties called for by this Contract or by the Drawings and Specifications shall commence on the Date of Substantial Completion of the Project or designated portion thereof. This date shall be established by a Certificate of Substantial Completion signed by the Buyer and Seller and shall state their respective responsibilities. This Certificate shall also list the items to be completed or corrected and fixed, if any, the time for their completion and correction.

24.5.4. If the Seller is delayed at any time in the progress of excavation, reclamation or construction by any act or neglect of the Buyer or by any separate contractor or subcontractor retained by Buyer, the Buyer, or by Change Order in the Project, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any causes beyond the Seller's control, or a delay authorized by the Buyer, then the Date for Substantial Completion shall be extended for the period of time caused by such delay.

PURCHASE PRICE

24.6.1 The Purchase Price for the Property shall be established using the following formula:

Two-thousand seven-hundred fifty dollars (\$2,750) per acre foot of Usable Storage Space. "Useable Storage Space", as used herein, is defined as the total amount of Final Reservoir Capacity in the Kyger Reservoir as determined by the Final Survey and stage capacity curve required in § 24.1.2, reduced by a factor which allows eighteen inches (18") of freeboard beneath the topmost elevation of the Kyger Reservoir walls.

24.6.2. The Purchase Price shall include all of the Work necessary to complete the Revised Kyger Reclamation Plan, but specifically does not include the costs of any Change Order or inlet and outlet structures not included in the Revised Kyger Reclamation Plan.

24.6.3. It is anticipated that upon Substantial Completion, the Kyger Reservoir will have a Usable Storage Space of approximately 1,000 acre feet, but this amount may vary, depending on the Final Survey. The Buyer will purchase all of the storage space constructed based upon the per-acre-foot Purchase Price formula, but to the extent the Usable Storage Space exceeds 1,200 acre feet, the Buyer shall have the option to decline the purchase of such space. In such event, the parties will develop an operating agreement whereby the Seller shall be able to use any additional Usable Storage Space not purchased by Buyer.

CHANGES IN THE PROJECT

24.7.1. The Buyer, without invalidating this Contract, may order changes in the Project within the general scope of this Contract consisting of additions, deletions or other revisions. All such Changes in the

Project shall be authorized by Change Order. If a Change Order will result in an increase in Usable Storage Space above the 1,200 acre foot limit set forth in § 24.6.3, then the Buyer shall be obligated to acquire the additional storage space resulting from the Change Order, unless the parties arrive at a contrary understanding at the time of Change Order approval. The Buyer will pay all costs associated with implementing any Change Order (including a Change Order to add inlet and outlet works not included in the Revised Kyger Reclamation Plan), any change to the Drawings and Specifications or the costs associated with the increase in the cost of the Work to be performed. A Change Order shall become valid upon execution by the Buyer and the Seller after consideration has been made for the implementation of the Change Order and the cost thereof. The foregoing notwithstanding, any Change Order that will delay the Project beyond the anticipated term of this Contract or that will require a change to the Revised Kyger Reclamation Plan must be mutually agreed to before the Change Order will be incorporated into the Project.

24.7.2. A valid Change Order is one written by the Seller, counter-signed by the Buyer, and presented to Contractor for incorporation into the Project pursuant to Section 24.7.1 issued after the execution of this Contract.

PAYMENT TO THE SELLER

24.8.1. The Buyer agrees to purchase all the storage space in accordance with the formula set forth in Section 24.6.1 and Section 24.7.1 above. The Purchase Price shall be tendered in a single lump sum at Closing, with no earnest money or other interim payments being made to Seller.

24.8.4. Upon Substantial Completion of the Project, the parties shall schedule the Closing in accordance with the terms set forth above, not later than 30 days from Substantial Completion. At the Closing, the Buyer shall render payment in full ("Final Payment"), which shall include payment for the Kyger Reservoir storage in accordance with Section 24.6 above and payment for all outstanding costs associated with any Change Orders in accordance with Section 24.7 above. Closing shall not take place until a Certificate of Substantial Completion has been signed pursuant to § 24.5.3 and Seller has obtained from the State of Colorado a certification that Kyger Reservoir liner meets all State standards for storage and is legally and physically able to store water at its constructed capacity. The parties may proceed to Closing, even if there are minor items to be completed at the time of Closing, but only if both parties agree to proceed with Closing and only with the understanding that these minor items shall be listed in the Certificate of Substantial Completion for completion by Contractor. In such event, the Contractor shall first deliver in writing its guarantee to complete said items within a reasonable time thereafter or on a specific time table established by the parties. The Buyer may retain out of the Final Payment a sum equal to the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items is likewise listed separately. Thereafter, the Buyer shall on a monthly basis pay to the Seller the amount retained for incomplete items as each of said items is satisfactorily completed.

24.8.5. No payment nor any partial or entire use of the Project by the Buyer shall constitute an acceptance of any Work not performed in accordance with the Drawings and Specifications.

24.8.6. Before payment of the Purchase Price, the Buyer may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Project have been paid or otherwise satisfied. The Buyer shall be allowed to withhold funds from the Purchase Price until such time as final settlement of all sums owed under this Contract has been completed as may be required by law

24.8.10. The acceptance of the Purchase Price shall constitute a waiver of all claims by the Seller except those previously made in writing and unsettled.

INSURANCE AND INDEMNITY

24.9.1. The Buyer shall assure that any contractor or subcontractor who may have a contract with the Buyer to perform work in the areas where Work will be performed under this Contract, shall agree to indemnify the Buyer and the Seller and hold them, and each of them, harmless from all claims for bodily injury and property damage that may arise from that contractor's or subcontractor's operations. Such provisions shall be in a form satisfactory to the Seller.

24.9.2. The Seller shall require as part of its Contract with the Contractor that Contractor purchase and/or maintain such insurance in such amounts as will protect Seller and Buyer from the claims set forth in the sub-sections below which may arise out of or result from the Contractor's operations under this Contract whether such operations be itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

24.9.2.1. Claims under worker's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed.

24.9.2.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

24.9.2.3. Claims for damages because of bodily injury, or death or any person other than Contractor's employees.

24.9.2.4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Seller or (2) by any other person.

24.9.2.5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use thereof.

24.9.2.6. Claims for damages because of bodily injury or death or any person or property damage arising out of the ownership, maintenance or use of any motor vehicle with limits of liability as required by Colorado law.

24.9.3. The policy of Comprehensive General Liability Insurance shall include premises operations (including explosion, collapse and underground coverage) independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage with limits of liability not less than \$1,000,000.00.

24.9.4. Comprehensive General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

24.9.5. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled or not renewed until at least sixty (60) days' prior written notice has been given to the parties. Certificates of Insurance or other evidence of insurance satisfactory to the parties showing such coverage to be in force shall be filed with the parties prior to Commencement of the Work.

TERMINATION OF THE CONTRACT AND TOWN'S RIGHT TO PERFORM SELLER'S OBLIGATIONS

24.10.1. If the Seller fails to perform any of its obligations under this § 24, including any obligation it assumes to perform Work with its own or through Contractor's forces, the Buyer may, after thirty (30) days' written notice, during which period the Seller fails to perform such obligation, make good such deficiencies, provided that, if such unperformed obligation cannot reasonably be performed within such thirty (30) day notice period, the Seller shall have a reasonable amount of time to perform. The Purchase Price shall be reduced by the cost to the Buyer of making good such deficiencies.

24.10.2. The Seller shall, as a condition of receiving the payment under this Contract, execute and deliver such papers and take all such steps, including the legal assignment of its contractual rights, as the Buyer may require for the purpose of fully vesting in the Buyer the rights and benefits of the Seller under such obligations or commitments.

NON-ASSIGNMENT WITHOUT CONSENT

24.11.1. Neither party shall assign its interest in this Contract without the written consent of the other.

EASEMENTS & AGREEMENTS

24.12.1. Buyer and Seller shall negotiate the location of easements required by Buyer for the delivery of water from the Cache la Poudre River to the Property (whether directly or through existing irrigation structures, or both) in good faith upon the execution of this Contract. Following such negotiations, Seller shall present to Buyer one or more Easement Agreements legally and physically sufficient to deliver water from the Cache la Poudre River to the Property, in form acceptable to the Buyer. The parties shall agree as to the location of the easements and the form of the Easement Agreements prior to October 1, 2013 or this Contract may be terminated by either party in accordance with §20.1. Closing is contingent upon the execution of these Easement Agreements by the landowner(s) of all property affected by said Easement Agreements, including landowners other than Seller.

PARTICIPATION BY THIRD PARTIES

24.12.2. The parties are prepared to expand the scope of participation in inlet and outlet works associated with the Property, including expanding the capacity of the pumping facility to serve sites other than the Kyger Reservoir. Prior to Closing, Buyer reserves the right to engage in discussions and negotiations with third parties for the purpose of reaching understandings regarding cost-sharing, multiple users, multiple sites, joint operations and cooperative planning for the Property and other nearby sites. Seller will participate in these discussions and negotiations, to the extent that Seller is willing and able to facilitate the expansion in scope contemplated in this sub-section. Seller's participation may extend to providing Buyer and committed third parties river access, head-gate access, easements, options, first-refusal rights and long-term lease opportunities. Buyer and Seller agree to engage in any such negotiations promptly after the execution of this Contract with the intention of arriving at an understanding between themselves and any involved third parties no later than October 1, 2013. In the event that such good faith negotiations require an extension of dates and deadlines set forth above, the parties agree to negotiate reasonable extensions consistent with the overall intent of this Contract to Close this transaction by December 1, 2013, as well as the intention of both parties to facilitate a more-global integration of the Property into a water storage system that utilizes shared facilities and economies of scale.

BUYER:

By: Kelly Arnold, Town Manager

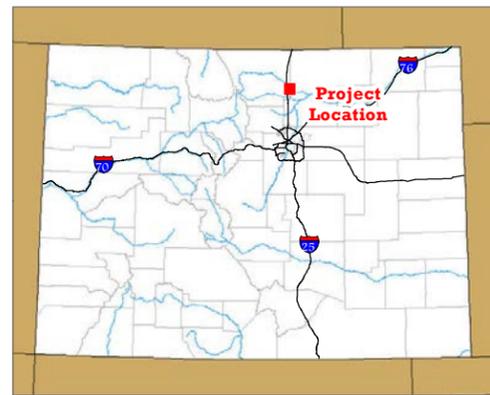
SELLER:

By: Dino DiTulio, LLC Managing Member

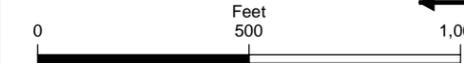
DRAFT



Path: U:\1426WDR_Windsor\00_GIS\MXD\Figures\Option_1111.mxd



- Existing Greeley No. 2 Canal Headgate
- ▲ Pump Station Controls Vault
- Outlet Pump Station Wet Well
- Riprap Inlet Rundown
- Flow Measurement Structure
- Proposed Access Road
- 24" PVC Pipe
- Existing Concrete Ditch to be Replaced and Enlarged
- Proposed Reservoir Outline
- ← Flow Arrows



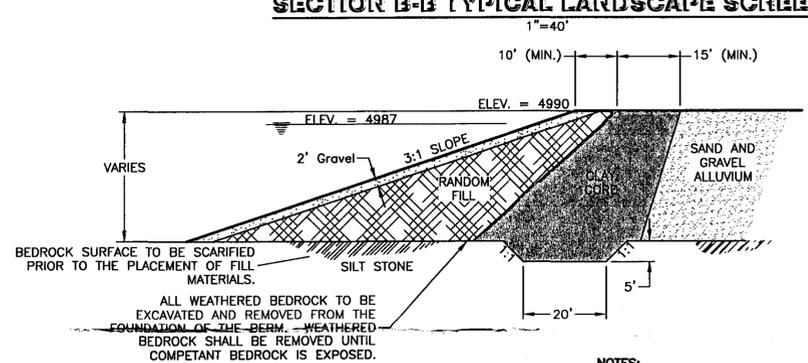
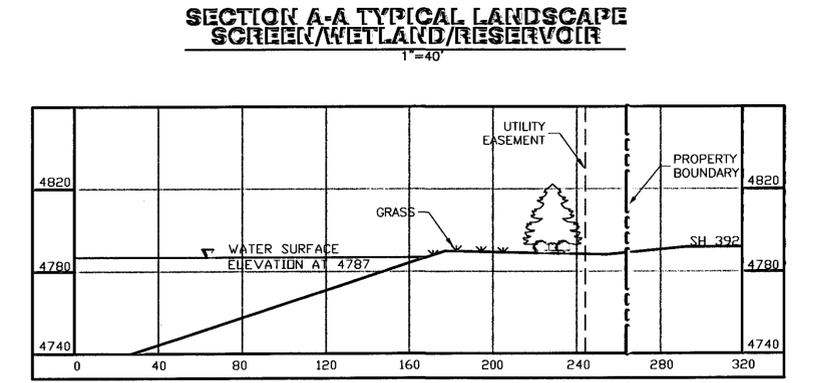
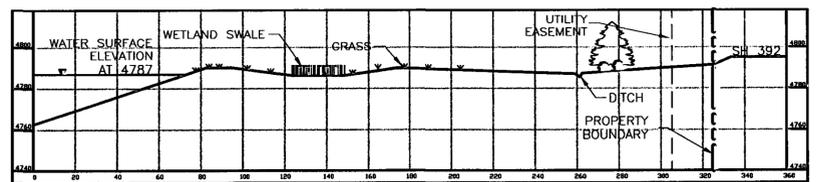
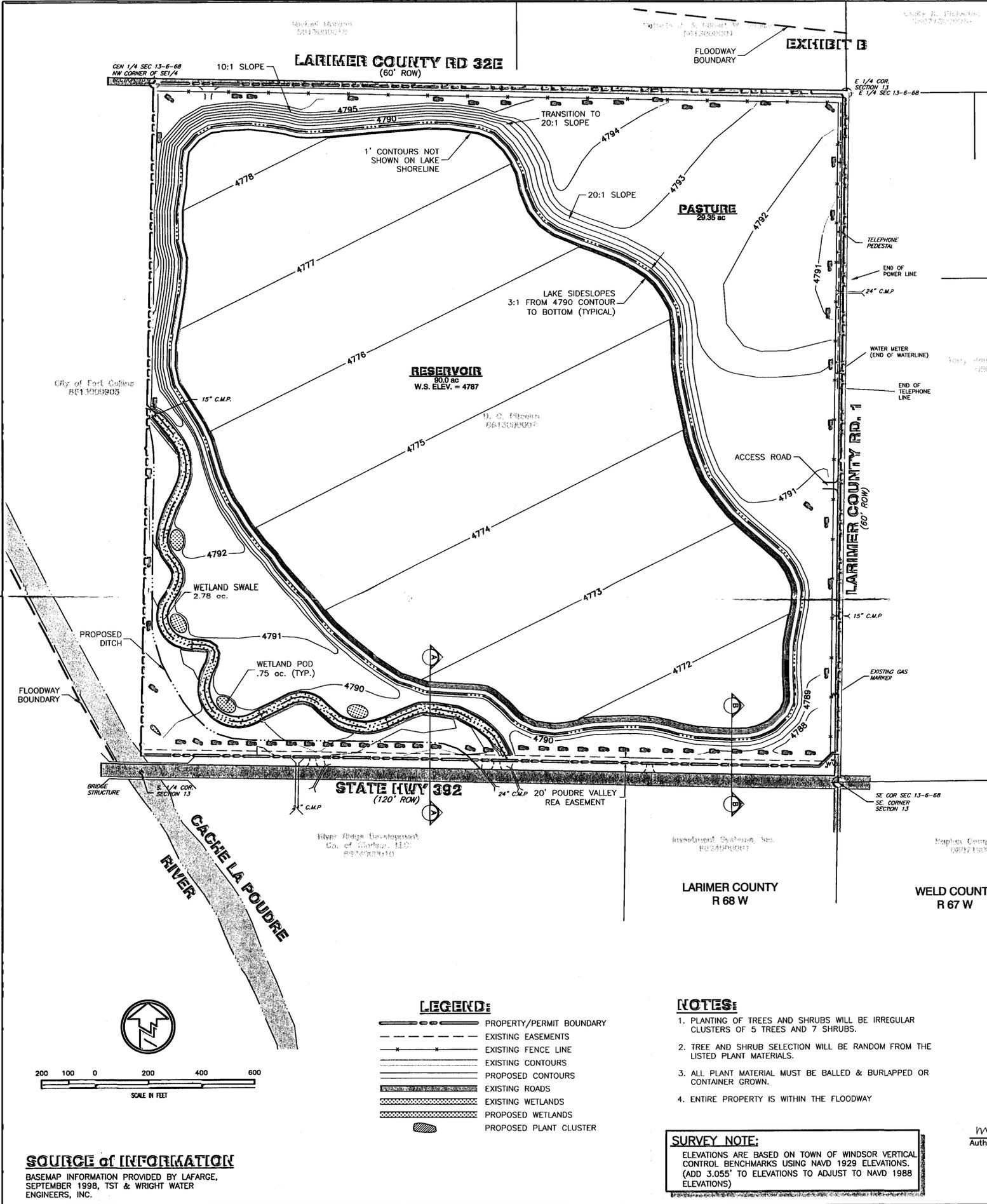
This product is for reference purposes only and is not to be construed as a legal document or survey instrument.

EXHIBIT 1

GREELEY NO. 2 CANAL DELIVERY ALTERNATIVE 1

LeonardRice
ENGINEERS, INC.
2000 Clay Street, Suite 300 | Denver, CO 80211
303-455-9589 | 800-453-9589 | Fax: 303-455-0115
www.LREwater.com

1426WDR01
MAY 2013



- NOTES:**
- EACH LAYER OF FILL SHALL BE SCARIFIED TO ALLOW PROPER BONDING BETWEEN LAYERS.
 - DENSITY AND MOISTURE CONTENT TESTING SHALL BE DONE 3 DAYS PER WEEK WITH AN AVERAGE OF 7 TESTS PER DAY.
- ZONE 1-CLAY/SHALE CORE**
 ALL ZONE 1 MATERIAL SHALL BE COMPACTED TO A MINIMUM 95% ASTM-D698-78 STANDARD PROCTOR @ ±2% OF OPTIMUM MOISTURE CONTENT.
- ZONE 2-EMBANKMENT**
 ALL ZONE 2 MATERIAL SHALL BE COMPACTED TO A MINIMUM 95% ASTM-D698-78 STANDARD PROCTOR @ ±2% OF OPTIMUM MOISTURE CONTENT.

TYPICAL SECTION
N.T.S.

LANDSCAPE PLAN

- TREES** (minimum of 100, no more than 25% of any one species)
- ROCKY MOUNTAIN JUNIPER (*Juniperus scopulorum*) (MIN. 5' TALL 5 GALLON CONTAINER)
 - AMERICAN PLUM (*Prunus americana*)
 - SHADBLow SERVICEBERRY (*Amelanchier canadensis*)
 - WHITE SWAMP OAK (*Quercus bicolor*) (1" CALIPER BALLED & BURLAPPED)
 - NARROWLEAF COTTONWOOD (*Populus angustifolia*)
- SHRUBS** (minimum of 100, no more than 50% of any one species)
- GOLDEN CURRENT (*Ribes aureum*) (5 GALLON CONTAINER)
 - COMMON PURPLE LILAC (*Syringa vulgaris*)
 - NATIVE CHOKECHERRY (*Prunus virginiana*)
 - RED TWIG DOGWOOD (*Cornus sericea 'Bailey'*)
 - BUFFALO BERRY (*Shepherdia argentea*)
- SEEDING - Grass**
- Hycrest Crested Wheatgrass 3.75 #PLS./AC.
 - Lincoln Smooth Brome 3.00 #PLS./AC.
 - Tetraploid Perennial Ryegrass 2.25 #PLS./AC.
 - Palute Orchardgrass 2.25 #PLS./AC.
 - Intermediate Wheatgrass 2.25 #PLS./AC.
 - Dahurian Wildrye 1.50 #PLS./AC.
- SEEDING - Wetlands**
- Spike Rush 0.8 #PLS./AC.
 - Tickle Corals 0.2 #PLS./AC.
 - Nebraska Rush 1.0 #PLS./AC.
 - Baltic Rush 0.4 #PLS./AC.
 - Western Mangrass 1.6 #PLS./AC.
 - Prairie Cordgrass 0.2 #PLS./AC.
 - Water Sedge 0.5 #PLS./AC.
- TOTALS:**
 15 #PLS./AC. TOTAL (Grass)
 4.7 #PLS./AC. TOTAL (Wetlands)



LEGEND:

- PROPERTY/PERMIT BOUNDARY
- EXISTING EASEMENTS
- EXISTING FENCE LINE
- EXISTING CONTOURS
- PROPOSED CONTOURS
- EXISTING ROADS
- EXISTING WETLANDS
- PROPOSED WETLANDS
- PROPOSED PLANT CLUSTER

- NOTES:**
- PLANTING OF TREES AND SHRUBS WILL BE IRREGULAR CLUSTERS OF 5 TREES AND 7 SHRUBS.
 - TREE AND SHRUB SELECTION WILL BE RANDOM FROM THE LISTED PLANT MATERIALS.
 - ALL PLANT MATERIAL MUST BE BALLED & BURLAPPED OR CONTAINER GROWN.
 - ENTIRE PROPERTY IS WITHIN THE FLOODWAY

SURVEY NOTE:
 ELEVATIONS ARE BASED ON TOWN OF WINDSOR VERTICAL CONTROL BENCHMARKS USING NAVD 1929 ELEVATIONS. (ADD 3.055' TO ELEVATIONS TO ADJUST TO NAVD 1988 ELEVATIONS)

Molly Child-Lacom 1/21/00
 Authorized Signature Date

SOURCE OF INFORMATION
 BASEMAP INFORMATION PROVIDED BY LAFARGE, SEPTEMBER 1998, TST & WRIGHT WATER ENGINEERS, INC.

RECEIVED JAN 21 2000

EXHIBIT F

TurketteApplegate, Inc.
 Consultants for Land, Minerals, and Water
 11990 Grant Street, Suite 304
 Denver, Co. 80233
 (303)452-6611 Fax: (303)452-2759
 FTP: ftp.ecd.net/users/turapple

RECLAMATION PLAN

LAFARGE
 KYGER PROPERTY

NO.	DATE	BY	CHK'D	DESCRIPTION
1	01/20/99	98-225	EPS/TRH	REVISIONS
2	11/03/99	LNR	MOL	REVISIONS due to Wetland COMMENTS
3	1/21/00	TRH	MOL	REVISIONS due to Wetland COMMENTS

Date: 01/20/99
 Job No: 98-225
 Drawn: EPS/TRH
 Design: LNR
 Check: MOL
 File: Reclam-14-00.dwg
 Scale: 1"=200'

JAN 21 2000

TB communications



Cindi L. Markwell
Secretary of the Senate

Senate
State of Colorado
Denver

State Capitol Building
Room 346
Denver, Colorado 80203
(303) 866-4838
E-mail: cindi.markwell@state.co.us

June 20, 2013

Kelly Arnold, Town Manager
Town of Windsor
301 Walnut Street
Windsor, CO 80550

Dear Mr. Arnold:

Enclosed is a copy of Senate Joint Resolution 13-032, *Concerning the designation of a portion of Highway 34 as the Staff Sergeant Christopher J. Birdwell Memorial Highway*, adopted by the General Assembly during the 2013 legislative session. This document is being sent to you in accordance with the provisions contained therein.

Sincerely,

A handwritten signature in blue ink that reads "Cindi L. Markwell".

Cindi L. Markwell
Secretary of the Senate

CLM/cds



SENATE JOINT RESOLUTION 13-032

BY SENATOR(S) Marble, Aguilar, Balmer, Baumgardner, Brophy, Cadman, Carroll, Crowder, Giron, Grantham, Guzman, Harvey, Heath, Hill, Hodge, Hudak, Jahn, Johnston, Jones, Kefalas, Kerr, King, Lambert, Lundberg, Newell, Nicholson, Renfroe, Roberts, Scheffel, Schwartz, Steadman, Tochtrop, Todd, Ulibarri, Morse;

also REPRESENTATIVE(S) Buck, Buckner, Conti, Coram, Court, DelGrosso, Dore, Duran, Everett, Exum, Fields, Fischer, Foote, Garcia, Gardner, Gerou, Ginal, Hamner, Holbert, Hullinghorst, Humphrey, Joshi, Kagan, Kraft-Tharp, Labuda, Landgraf, Lawrence, Lebsack, Lee, Levy, May, McCann, McLachlan, McNulty, Melton, Mitsch Bush, Moreno, Murray, Navarro, Nordberg, Pabon, Peniston, Pettersen, Primavera, Priola, Rankin, Rosenthal, Ryden, Saine, Salazar, Schafer, Scott, Singer, Sonnenberg, Stephens, Swalm, Szabo, Tyler, Vigil, Waller, Williams, Wilson, Wright, Young, Ferrandino.

CONCERNING THE DESIGNATION OF A PORTION OF HIGHWAY 34 AS THE STAFF SERGEANT CHRISTOPHER J. BIRDWELL MEMORIAL HIGHWAY.

WHEREAS, Christopher J. Birdwell was born in Englewood, Colorado, on June 2, 1987; and

WHEREAS, Staff Sergeant Birdwell grew up in the south metro Denver area and lived in Englewood and Highlands Ranch for a number of years before his family moved to Windsor, Colorado; and

WHEREAS, In 2005, Staff Sergeant Birdwell graduated from Windsor High School and considered joining the United States Marine Corps with a friend before deciding to enter the United States Army; and

WHEREAS, In March 2006, Staff Sergeant Birdwell was sent off to boot camp at Fort Leonard Wood, Missouri, and shortly thereafter, in August 2006, he was sent on his first deployment to Afghanistan; and

WHEREAS, After his first deployment, Staff Sergeant Birdwell returned to Fort Bragg, North Carolina, and in 2007 completed Airborne Training at Fort Benning, Georgia; and

WHEREAS, In August 2008, Staff Sergeant Birdwell reenlisted and changed his duty station to Fort Carson in Colorado Springs, Colorado, though he knew it would mean a second deployment to Afghanistan; and

WHEREAS, Staff Sergeant Birdwell was promoted to Sergeant in January 2009 and in June of that year deployed to Afghanistan as physical security detail for the Command Sergeant Major; and

WHEREAS, After his second deployment, Staff Sergeant Birdwell reenlisted for a third time and was able to complete the Sniper Training Course, which according to his mother was "the one course he wanted to master." In addition, Staff Sergeant Birdwell received the Army Expert Marksman Badge, the highest marksman medal a soldier can achieve; and

WHEREAS, On March 4, 2012, Staff Sergeant Birdwell was deployed for a third time to Afghanistan; and

WHEREAS, This deployment was unlike others Staff Sergeant Birdwell had experienced, and during a mission in April, he was in an area where two IEDs exploded within only a few hours of each other, with the second explosion damaging their vehicle and injuring the soldiers. When he and others arrived back at base, they discovered their b-hut had been burned to the ground by a suicide bomber, losing all their personal and military affects; and

WHEREAS, Following the attack, Staff Sergeant Birdwell took the opportunity to complete on-line coursework, earning points while in a promotable status; and

WHEREAS, On the morning of August 27, 2012, Staff Sergeant Birdwell and his company were out on a four-day mission in Kalagush when their convoy was stopped due to an IED explosion ahead that damaged the platoon leader's vehicle; and

WHEREAS, As a result, Staff Sergeant Birdwell and others had "boots on the ground" to secure the perimeter, which is when they are

most vulnerable to attack; and

WHEREAS, Though traffic was stopped in both directions while the soldiers searched the perimeter, an Afghan convoy was allowed through to help with security, and the convoy pulled up to where the damaged vehicle was stopped; and

WHEREAS, Staff Sergeant Birdwell spoke with the Clip Commander of the convoy, describing the help needed with the damaged vehicle, and as Staff Sergeant Birdwell stepped away from the commander to return to the damaged vehicle and secure two soldiers, a gunman in the convoy opened fire on the soldiers; and

WHEREAS, Staff Sergeant Birdwell, aged 25, and Army Specialist Mabry Anders from Baker's City, Oregon, aged 21, were the two men killed in the "green-on-blue" attack, which is the term used to describe insider attacks; and

WHEREAS, According to soldiers serving with Staff Sergeant Birdwell, another young soldier was injured in the blast, sustaining a shrapnel injury to his leg while in the back of the damaged vehicle, and would likely have been injured more severely, if not killed, had Staff Sergeant Birdwell not closed the back door and secured the young soldier inside the vehicle; and

WHEREAS, Staff Sergeant Birdwell was promoted posthumously to Staff Sergeant and received the Bronze Star and the Purple Heart; and

WHEREAS, Staff Sergeant Birdwell was known for his sense of humor and his ability to brighten anyone's day by making people laugh or smile; and

WHEREAS, Staff Sergeant Birdwell was a strong leader, an outgoing person, and a believer in servant leadership, and it is fitting that he be recognized for his service and sacrifice to our nation; now, therefore,

Be It Resolved by the Senate of the Sixty-ninth General Assembly of the State of Colorado, the House of Representatives concurring herein:

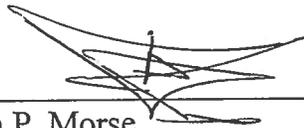
(1) That the portion of Highway 34 between westbound mile marker

102 and eastbound mile marker 96.5, near Windsor, Colorado, be renamed the "SSG. Christopher J. Birdwell Memorial Highway";

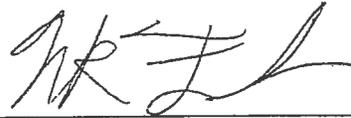
(2) That the Colorado Department of Transportation may accept and expend gifts, grants, and donations for the purposes of the initial placement of signs to mark Highway 34 as the "SSG. Christopher J. Birdwell Memorial Highway"; and

(3) That the Colorado Department of Transportation may explore a cooperative agreement with the Board of County Commissioners for Larimer and Weld Counties for the maintenance of the markings for the "SSG. Christopher J. Birdwell Memorial Highway".

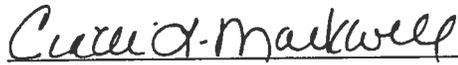
Be It Further Resolved, That copies of this Joint Resolution be sent to Staff Sergeant Birdwell's parents, Pam and Jim Birdwell, the town of Windsor, and the mayor of Windsor, John Vasquez.



John P. Morse
PRESIDENT OF
THE SENATE



Mark Ferrandino
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Cindi Markwell
SECRETARY OF
THE SENATE



Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



MEMORANDUM

Date: July 8, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Melissa M. Chew, CPRP, Director of Parks, Recreation & Culture
Re: USA Pro Challenge Update
Item #: D.1.a.

Background / Discussion:

August 24, 2013 will bring Stage 6 of the USA Pro Challenge through Windsor. We have established a webpage at www.windsorgov.com/usaprochallenge with detailed information. Below is summary of the efforts staff is putting forth already in anticipation of this event.

Communications by staff:

- 1) Email blasts sent to HOA / Metro District list (T drive), Chamber of Commerce, DDA list, Business license email, Golf courses, event venues, Ministerial Alliance, churches, US Post Office, Aims Automotive School, Good Samaritan, Poudre Valley Health, garbage disposal companies, Industrial Park companies, and gravel mining companies. Ptarmigan, Hyland Hills, and Country Meadows subdivisions will be contacted by Larimer County.
 - Week of May 28th
 - Week of July 8th
 - Week of August 1st
 - Weeks of August 6th and 13th – press releases and media blitz in local print and air media.

Email message:

The Town of Windsor is excited to share that the USA Pro Challenge professional cycling race will be coming through town on Saturday, August 24th. This is a large event and will limit access to businesses and residential areas for a brief time approximately between 10:00am and 1:00pm. Please visit www.windsorgov.com/usaprochallenge for information about the route, road closures and how it affects you. As more details become available, this page will be updated.

This is the first of several informative communications planned by the Town of Windsor; additional notices will be sent again.

- 2) Water Bill insert (attached) - July utility bills
- 3) Road signs indicating date and web site with road closures – intermittent throughout summer as marquees available

- 4) Speaking engagements (Optimists, Rotary, Kiwanis) – June and July
- 5) Link brochure – distributed first week of August

Media:

- 1) Press Release end of May
- 2) Feature Story planned in Windsor Beacon week of July 1st
- 3) Feature story planned in Windsor Now in later July
- 4) Weeks of August 6th and 13th – press releases and media blitz in local print and air media.

Logistics:

- 1) Police Department and Public Works completed the inventory for “rolling closures” along the route and determined staffing levels needed. This is being reviewed by Medalist, CDOT and State Patrol.
- 2) Volunteer recruitment efforts for “lay” personnel will begin and be funneled through the LOC (application is linked from our website).
- 3) Staff has identified various parking and spectator sites along the route. We are now contacting property owners to determine if they are agreeable to those areas being listed on our website as “possible viewing / parking” sites, and signing permission / release waivers.
- 4) Staff will host a “Kick-off Party on August 23rd in Boardwalk Park:
 - 6-8pm
 - LIVE MUSIC! Harley & the V-Twins
 - Food & fun including inflatables
 - Beer Garden
 - Large tricycle race
 - Aqua trike races
 - 7:30pm
 - Parade of Bikes–around Windsor Lake (Dress up in your coolest, craziest costume & decorate your bicycle!)
 - 8:30pm–12am DOUBLE FEATURE! (2nd movie will immediately follow 1st)
 - 8:30–10pm Rise of the Guardians (PG)
 - 10pm–12am American Flyers (PG-13)
- 5) DDA and other private businesses are planning ancillary or spin off events as well

Financial Impact:

Town Board budgeted \$10,000 as a contribution to the Local Organizing Committee for the bid. An additional \$4,000 was budgeted for marketing. Staff time leading up to the event and day of will be absorbed into our general fund budget.

Relationship to Strategic Plan:

Goal 1.B, E.

Recommendation:

For information only.

Attachments:

- b. Utility Bill Insert

**USA PRO
CHALLENGE**
AMERICA'S GREATEST STAGE



STAGE 6 START • LOVELAND
STAGE 6 FINISH • FORT COLLINS

SATURDAY, AUGUST 24, 2013
WINDSOR, CO



Photo credit: Getty Images

128 of the **WORLD'S** best
cyclists

25 COUNTRIES

16 PROFESSIONAL TEAMS

World & Olympic medalists, national champions,
and Tour de France overall winners!

www.windsorgov.com/usaprochallenge



www.prochallenge.com

www.nococycling.com

Friday, August 23, 2013

Kick-Off PARTY in WINDSOR

Boardwalk Park - The Fun Begins at 6pm
100 N. 5th Street, Windsor

6-8pm

-  LIVE MUSIC! Harley & the V-Twins
-  Food & fun including inflatables
-  Beer Garden
-  Large tricycle race
-  Aqua trike races



7:30pm

-  Parade of Bikes - around Windsor Lake
Dress up in your coolest, craziest costume & decorate your bicycle!

8:30pm-12am DOUBLE FEATURE!

2nd movie will immediately follow 1st

-  8:30-10pm Rise of the Guardians (rated PG)
-  10pm-12am American Flyers (rated PG-13)

Saturday, August 24, 2013

Stage 6 will start in Loveland at the Ranch, move through Windsor, Estes Park and finish in Fort Collins

Visit www.windsorgov.com/usaprochallenge for info & updates on parking, viewing sites, street closures and volunteering!

