



TOWN BOARD REGULAR MEETING

August 12, 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 July 22, 2013 Regular Town Board Meeting – M. Lee
2. Report of Bills – D. Moyer
3. Resolution No. 2013-45- A Resolution Ratifying, Approving and Confirming the Terms and Conditions of a Water Service Agreement between the Town of Windsor and North Weld County Water District – D. Wagner
4. Resolution No. 2013-46 - A Resolution Approving and Accepting a Utilities Easement from CARE Housing/Cottonwood Holdings, LLP, in Favor of The Town of Windsor, Colorado – W. Willis
5. Advisory Board appointments – P. Garcia

C. BOARD ACTION

1. Short Form Grant Application – Reflections for Youth
 - Applicant presentation: Karen Farley

2. Special Event Partnership Request – Windsor Downtown Development Authority
 - Staff presentation: Patti Garcia, Town Clerk/Assistant to the Town Manager & Kristie Melendez, Town Board Liaison to the Downtown Development Authority

D. COMMUNICATIONS

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

E. EXECUTIVE SESSION

An executive session pursuant to 24-6-402(4)(b), C.R.S., to confer with the Town Attorney for purposes of receiving legal advice on specific legal questions; civil actions for enforcement of the *Windsor Municipal Code* (Ian McCargar) and 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 facility contract (Kelly Arnold and Ian McCargar)

F. ADJOURN



TOWN BOARD REGULAR MEETING

July 22, 2013 - 7:00 P.M.

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

Minutes

A. CALL TO ORDER

Mayor Vazquez called the regular meeting to order at 7:00 p.m.

1. Roll Call

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

Also present:

Town Manager	Kelly Arnold
Town Attorney	Ian McCargar
Management Assistant	Kelly Unger
Town Clerk	Patti Garcia
Director of Planning	Joe Plummer
Director of Public Works	Terry Walker
Director of Engineering	Dennis Wagner
Chief of Police	John Michaels
Human Resources Director	Mary Robins
Manager of Economic Development	Stacy Johnson
Associate Planner	Josh Olhava

2. Pledge of Allegiance

Town Board Member Adams 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 Rose moved to amend the agenda removing Item B.3; 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.**

4. Board Liaison Reports

- Town Board Member Baker – Parks, Recreation & Culture Advisory Board; Cache La Poudre Trail Board Alternate
Mr. Baker reported PReCAB met on July 9. At that meeting they reviewed the Sheep Draw Conservation Easement and the 2013 Capital Projects status. On July 20 four parks were dedicated: Northern Lights Park, Poudre Heights Park, Bison Ridge Park, and Brunner Farm Park. He commended the Parks Department for their efforts.
- Town Board Member Thompson – Planning Commission; Tree Board; Great Western Trail Authority
Mr. Thompson told the Board the Great Western Trail Authority will focus their efforts on maintenance and upgrades to the existing trail. He reminded members there is currently a vacancy on the Authority and encouraged interested parties to apply.

Mr. Thompson told of Planning Commission actions: a review the site plan being presented this evening as Item C.1; and a request for a site plan extension at Windsor Auto Repair.

That extension was tabled until the October 16 meeting to allow the applicant to gather more information.

He concluded by stating the most recent Tree Board Meeting was cancelled.

- Mayor Pro-Tem Melendez – Downtown Development Authority; Chamber of Commerce; North Front Range/MPO Alternate
Ms. Melendez had no update for the Chamber of Commerce.

The DDA will kick off *Wheels and Deals* on August 2, with details of the event posted on the DDA web site, in downtown businesses and in the newspaper. Their next event will be *Salsa on 5th* on September 14. There will be a joint work session with the Town Board in August to discuss the back lot properties, the façade project, and the future of the mill with DOLA assisting the DDA in those discussions.

Ms. Melendez also recapped projects of the MPO, noting updated emissions information from the Colorado Department of Public Health and Environment regarding recent wildfires and oil and gas operations. Legislative review informational meetings will be held in Fort Morgan, Greeley on July 24 and Fort Collins on July 25. She encouraged attendance at those meetings. Ms. Melendez touched on budget updates and the Impact 64 initiative, informing the Board of a work session to be held in Loveland on July 29.

- Town Board Member Rose – Water & Sewer Board; Windsor Housing Authority, Planning Commission Alternate
Mr. Rose had no updates at this time.
- Town Board Member Bishop-Cotner – Historic Preservation Commission; Clearview Library Board
Mr. Bishop-Cotner reported the Library Board will meet on July 26.

He informed the Board the Windsor Historic Preservation Commission will host the Northeast Colorado Regional Historic Preservation Commission Forum on August 2.

- Town Board Member Adams – Cache La Poudre Trail Board; Student Advisory Leadership Team (SALT)
Mr. Adams began his report by telling members SALT met on July 11 to prepare for the Family Campout. He noted their next event will be an Island Party in September, with a large participation anticipated. A new Commitment Policy was discussed by members, and recruitment of new members was also a topic. The next meeting will be July 26,

Mr. Adams told of GoCO finding for trail projects. He noted Tom Selders will act as interim trail manager while interviews take place to fill the current vacancy. Mr. Adams also reported the Poudre Challenge will be held on August 24. The next meeting of the Board will take place on August 1.

- Mayor Vazquez – North Front Range/MPO
Mayor Vazquez had no report.

5. Public Invited to be Heard

There was no public comment.

B. CONSENT CALENDAR

1. Minutes of the July 8, 2013 Regular Town Board Meeting – M. Lee
2. Resolution No. 2013-38 - A Resolution Appointing a Director to the Boards of Directors for Greenwald Farms Metropolitan District Nos. 1-2 – I. McCargar
3. Resolution No. 2013-44 – A Resolution Approving Amendments to the Town of Windsor Design Criteria and Construction Specifications – Division I – Streets, Section 1.10(A) with respect to Cul-de-Sacs – D. Wagner

Mayor Pre-Tem Melendez moved to approve the Consent Calendar as amended; 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.

C. BOARD ACTION

1. Site Plan Presentation – Highlands Industrial Park Subdivision, First Filing, Lot 4, Block 5 – Maximum Safety – 7300 Greendale Road – Paul Hoffman, Hoffman Properties LLC, applicant/ Cathy Mathis, TB Group, applicant’s representative

- Staff presentation: Josh Olhava, Associate Planner

Mr. Olhava presented a brief report of the review process for this property. He told of a new building in this subdivision to house Maximum Safety, an Oil & Gas Consulting firm relocating from Loveland. He noted there will be no processing, manufacturing or storage of hazardous materials at this site. The Planning Commission reviewed the project at their July 17 meeting.

Mr. Thompson asked if the gravel storage yard was in compliance. Mr. Olhava responded it is. There were no additional questions or comments from the Board.

2. Financial Report

- Staff presentation: Kelly Arnold, Town Manager

Mr. Arnold reviewed the monthly financial report, noting June sales tax collections set a new record with an 11.2% increase over the same time period in 2012. He noted a year-to-date gross sales tax increase of 15.18%. He pointed out a slight lag in property tax collection, which should be temporary. Mr. Arnold reported expenses are on track with estimates, with a slight spike prompted by current Capital Improvements Projects activity, noting that spike will level over the next few months as projects are completed.

Mr. Arnold went on to touch on building activity, with a review of newly issued permits, existing projects, and a geographic representation of building concentration and availability of buildable lots. He pointed out the existing inventory representing build-out in 2-2 ½ years at current levels. Mr. Arnold also highlighted prospective development by subdivision, noting the impact that will have on future planning.

D. COMMUNICATIONS

1. Communications from the Town Attorney
Mr. McCargar had no further communications.
2. Communications from Town Staff
Staff had no additional communications.
3. Communications from the Town Manager

Mr. Arnold reminded the Board there will be no meeting on Monday, July 29, as it is the fifth Monday. He added the ground breaking on Thursday for the CR 23 project went well. He told of discussions with Weld County to address CR 23 south with a connection to Great Western Drive, highlighting hopes to widen that area to address transportation issues in the area. Mayor Vazquez asked to include that intersection in talks regarding signaling. He also asked for an update on a signal on State Highway 257. Mr. Wagner responded there has been nothing definitive from CDOT.

4. Communications from Town Board Members
Board Members had no additional communications.

E. ADJOURN

Town Board Member Bishop-Cotner moved to adjourn; Town Board Member Thompson seconded the motion. All members voted Yes. The meeting was adjourned at 7:35 p.m.

TOWN OF WINDSOR

REPORT OF BILLS

July 31, 2013

*At the regular meeting of the Town Board of the Town of Windsor,
Colorado, held in the Town Hall Board Room on August 12, 2013
the following claims were presented, examined, and approved by the Windsor Town Board.*

VENDOR	DESCRIPTION	FUND	AMOUNT
Petty Cash	Reimb-Chief's luncheon, vehicle lic/reg, mileage	GF	131.20
1st Bank of Northern Colo	Bi-weekly employee payroll deductions	GF	7,764.56
1st Bank of Northern Colo	Bi-weekly employee payroll deductions	GF	7,773.05
4-Rivers Equipment	dip stick	FMF	17.55
A-1 Chipseal CO	crack repair/roadway seal projects	CIF	74,099.65
ABSO	June 2013 background screenings	GF	846.72
Adamson Police Products	uniforms	GF	71.00
Agfinity	bulk fertilizer	GF	4,528.00
Agfinity	fuel	FMF	8,346.87
Agone, Garner	Water refund	WF	31.22
Agone, Garner	Sewer refund	SF	20.00
Agone, Garner	Storm Drain refund	SDF	5.29
Air Comfort	HVAC repair-PD	FS	585.00
Air Comfort	upgrade server room HVAC PD, reset HVAC units/generator	FS	643.36
AlSCO	linens for rental pkg	CRCF	23.38
American Inst of CPAs	2013 dues	GF	425.00
Apex Legal Svc	will maker class	GF	345.00
Arapahoe Rental	lawn mower/stump grinder rental	GF	486.25
Arro-last Target systems	Range targets-Archery	CIF	3,850.00
AT&T Mobility	phone svc	GF	8.29
B & G Equipment	blow-door mtr, A/C controller	FMF	269.01
Backe, Hazel	Water refund	WF	48.66
Backe, Hazel	Sewer refund	SF	40.00
Backe, Hazel	Storm Drain refund	SDF	8.84
Bailey, Robin	rental refund	GF	175.00
Ball, Stephanie	Water refund	WF	81.05
Ball, Stephanie	Sewer refund	SF	40.00
Ball, Stephanie	Storm Drain refund	SDF	10.10
Barker Seacat Architecture	CRC Expansion public meetings	CIF	2,975.47
Bates Engineering	3MG water tank design	WF	474.00
Beth Hay	contract pymt-class	GF	147.00
Beth Hay	contract pymt-class	GF	280.00
BHA Design Inc	392/I-25 Comm Identification signs	CIF	316.12
Big R of Greeley	cable, clamps, electric wire, boot, uniform	GF	164.15
BK Garage Door Svc	adjust opener/svc door at Eastman Pk	GF	50.00
Blanco, Dania	Facility rental refund	CRCF	20.00
Bobcat of the Rockies	antifreeze/cap	FMF	45.98
Bomgaars	ratchets, uniforms	GF	99.96
Bomgaars	ratchets, uniforms, shovel, saw, hammer, rope, fasteners	CIF	303.57
Bomgaars	drill, grinding disc	WF	159.99
Bomgaars	shovel, saw, hammer, rope, fastner	SDF	290.92
Bomgaars	adapter for sprayer, drill, grinding disc	FMF	51.54
Bruce Dick	summer basketball camps	GF	2,700.00
Bunch, Donna & Timothy	Water refund	WF	106.56
Bunch, Donna & Timothy	Sewer refund	SF	60.00
Bunch, Donna & Timothy	Storm Drain refund	SDF	19.62
Bunting Disposal	trash svc	GF	749.50
Bunting Disposal	trash svc	CRCF	113.75
Bunting Disposal	trash svc	SF	26.92

VENDOR	DESCRIPTION	FUND	AMOUNT
Petty Cash	Reimb-Chief's luncheon,vehicle lic/reg,mileage	GF	131.20
Canteen Refresh	coffee service	GF	133.36
Caroline Elliot	Embroidery-uniforms	GF	87.50
Carrier Corp	HVAC repair CRC	FS	832.12
Cash-WA Dist	Concession supplies	GF	1,854.05
Cefkin, Piangja	Court interpreting	GF	35.00
CEM Sales & Svc	pool chemicals	GF	252.25
Century Link	Internet Svc, phone svc	GF	1,100.52
Century Link	phone svc	GF	161.64
Century Link	phone svc	CRCF	613.75
Century Link	phone svc	CRCF	5.87
Century Link	phone svc	WF	0.02
Century Link	Internet Svc, phone svc	SF	426.62
Century Link	Utilities	GF	419.97
Century Link	Utilities	CRCF	888.56
Century Link	Utilities	SF	105.34
Century Link	Utilities	FS	48.74
Chematox Laboratory Inc	Blood collection kits, drug screens	GF	885.49
CIRSA	Harvest Fest insur, workman's comp	GF	6,114.12
CIRSA	glycol leak	FS	1,846.05
City of Greeley	water purchased	WF	93,335.16
City of Greeley	Sales tax pymt 2nd Qtr 2013	GF	11,256.60
Clear Water Solutions	Kyger feasibility Study	WF	9,000.00
Clear Water Solutions	Kern/WSCD RE4 augmenation/general water svcs	KERN	3,966.20
Coca Cola Entp	Concession supplies	GF	1,708.96
Coca Cola Entp	concessions supplies	GF	402.36
Colorado Analytical Lab	water lab test WWTP	SF	361.00
Colorado Coach Transporation	senior trip	GF	250.00
Colorado Dept of Public Health	monthly water samples	WF	760.00
Colorado Dept of Revenue	state sales tax payable	GF	1,280.00
Colorado Designscape Inc	North Lights park/application for PYMT 5	PIF	244,164.44
Colorado Iron & Metal Inc	cut/fabricate aluminum CRC irrigation cabinet	GF	94.50
Colorado Society of CPAs	2013 dues	GF	325.00
Colorado State Univ	lake water testing	GF	80.00
Coloradoan	legal notices	GF	16.08
Coloradoan	legal notice-Comm ID sign bids	CIF	36.68
Comcast Cable	CRC cable/music	CRCF	239.21
Comcast Cable	internet svc	ITF	209.90
Concentra Medical Centers	blood test	GF	155.00
Coren Printing	printing-bus cards,name badges/plates,certif,envelopes	GF	942.00
Coren Printing	printing-door hangers	WF	125.00
Coren Printing	printing-busines cards, name tags/plates	SDF	63.00
Coren Printing	printing-namebadges/plates	FMF	27.00
Coren Printing	printing-namebadges/plates	ITF	11.00
Creative Culture Insignia	Badge/Eagle shield for new officer	GF	84.75
Dana Kepner Co	20" repair clamps	WF	4,444.84
Dataprint	Pro Challenge insters-utility bills	GF	401.18
Dataprint	e-bill fee-utility billing svc	WF	346.31
Dataprint	outsource billing water bills	WF	1,474.90
Dataprint	outsource billing water bills	SF	1,474.91
Dataprint	outsource billing water bills	SDF	1,474.91
DBC Irrigation	irrigation/sprinkler supplies	GF	5,765.55
Deal, Brad	Baseball toumy fee reimbursement	GF	375.00
Dean A Pendleton	wire cutter,pliers,circuit	FMF	150.59
Dean Contracting	reinstall fencing-pool, painting	FS	450.00
Department of Labor & Employment	pool boiler inspection	GF	25.00
Diamond Vogel paint	street paint	GF	805.60
Diamond Vogel paint	traffic paint 75 gallons	GF	1,210.10
Digi Pix Signs	museum master plan panels	GF	264.72
Dilsaver, Diana	Sewer refund	SF	20.00

VENDOR	DESCRIPTION	FUND	AMOUNT
Petty Cash	Reimb-Chief's luncheon,vehicle lic/reg,mileage	GF	131.20
Dilsaver, Diana	Storm Drain refund	SDF	3.52
D-lawn Service-Delbert Stoltz	ordinance violation cleanups	GF	791.00
Don Kehn Construction	CAP 2013-Street maintenance	CIF	495,341.21
Douglass, Amy	Recreation refund	GF	67.50
Ehrlich, Walter	Water refund	WF	16.75
Ehrlich, Walter	Water refund	WF	14.89
Ehrlich, Walter	Water refund	WF	17.19
Ehrlich, Walter	Sewer refund	SF	20.00
Ehrlich, Walter	Sewer refund	SF	20.00
Ehrlich, Walter	Sewer refund	SF	20.00
Ehrlich, Walter	Storm Drain refund	SDF	4.29
Ehrlich, Walter	Storm Drain refund	SDF	4.29
Ehrlich, Walter	Storm Drain refund	SDF	4.29
Enviropest	pest control- PW	WF	75.00
Enviropest	pest control-CRC/PW	FS	112.00
Evans, Christine	Water refund	WF	22.03
Evans, Christine	Sewer refund	SF	20.00
Evans, Christine	Storm Drain refund	SDF	5.32
Ewing Irrigation Products	chemicals for Cemetery	GF	90.64
Family Support Registry	Wage Assignment	GF	51.69
Family Support Registry	Wage Assignment	GF	296.57
Family Support Registry	Wage Assignment	GF	51.69
Family Support Registry	Wage Assignment	GF	296.57
Farnsworth Group Inc	WWTP headworks construction admin	SF	5,313.88
Farnsworth Group Inc	interim lift station relocation	SF	12,780.01
Fastenal Co	nuts, bolts, cable ties	SF	43.70
Fine Lines Pavement marking	paint yellow curb	CIF	200.00
Fine Lines Pavement marking	town street striping	CIF	92,794.78
Fine Tree Service Inc	spider mite spray	GF	500.00
Fish Window Cleaning	contract window cleaning-TH	FS	2,495.00
Fiske electric	added circuit server room PD	FS	467.60
Forestry Suppliers inc	Hand pruners	GF	173.54
Fort Collins-Loveland Water Dist	water purchased	GF	349.67
Fort Collins-Loveland Water Dist	water purchased	WF	29,507.28
Frey McCargar Plock & Root	legal svcs	GF	24,837.00
Front Range Energy	property tax incentive	GF	35,852.77
Garden Valley Vet Hospital	pet recovery/boarding	GF	432.00
Garden Valley Vet Hospital	pet recovery/boarding	GF	192.00
Garretson's Sport Center	baseball pitching rubbers	GF	359.75
Garretson's Sport Center	batting T's	GF	119.00
Garvin, Kent	Storm Drain refund	SDF	13.54
General Air	Welding supplies	GF	58.05
General Air	CO-2 for pool	FS	623.03
Gerrard Excavating Inc	meter rental deposit refund	WF	2,100.00
GLH Construction	hydrant repair	WF	1,953.00
Goldschmidt & Assoc	pre-employment tests	GF	110.00
Golf & Sport Solutions	Red infield dirt, hilltopper dirt	GF	2,108.38
Graber Manufacturing Inc	bike rake/7 loop hvy duty wind	DDA	1,128.00
Grace River Church	Park rental deposit return	GF	100.00
Grainger Inc	hard hat	GF	10.17
Grainger Inc	ballast,lamps, lighting,door holder,ice mach filters	FS	365.95
Gray, Marion	Water refund	WF	21.84
Gray, Marion	Sewer refund	SF	20.00
Gray, Marion	Storm Drain refund	SDF	4.59
Greeley Lock & Key	keys/rings, lock repair CRC/Electric strike board	FS	727.40
Greeley Monument Works	columbarium engraving tombstones	GF	255.00
Greenlawn Sod Co	sod for Windsor West Park	GF	118.00
Gulley Greenhouse	annual flowers for Boardwalk Park	GF	105.84
Gulley Greenhouse	flowers for Downtown	DDA	95.00

VENDOR	DESCRIPTION	FUND	AMOUNT
Petty Cash	Reimb-Chief's luncheon,vehicle lic/reg,mileage	GF	131.20
Harbor Freight Tools	tarps/ratchet	SF	72.60
Hartmann, Meghan	Water refund	WF	14.85
Hartmann, Meghan	Sewer refund	SF	20.00
Hartmann, Meghan	Storm Drain refund	SDF	4.52
Healthy Kids Club	Park rental deposit return	GF	100.00
Hensley Battery	battery	FMF	130.93
Highland Park Lanes	Adaptive bowling fees	GF	268.80
Higuera, Richard	reimburse for cable/tech puchases	GF	95.17
Hillyard Inc	cloths,mop,frame,liners, twls,test strips,soap,sanitizer, 409,TP	FS	5,300.19
Hireright Solutions	DOT Drug testing	GF	127.20
Home Depot	Farmhouse lumber/paint, beet shanty paint	GF	121.94
Home Depot	rack/shelving PD	FS	79.84
Houska Automotive Svcs	tires/tubes unit 30	FMF	805.00
Huber Technology	10% pymt headworks project WWTP	SF	17,900.00
Huston, Linda	rec refund	GF	225.00
Interwest Consulting Group	Engineer svcs-Cornerstone roundabout	CIF	6,622.50
Irrigation Supply	irrigation rotors/diaphragm/joint	GF	1,286.43
J-2 Contracting	SCADA improvements-WL flow control	KERN	23,627.20
Jack Henry & Assoc	remit plus annual support	ITF	3,600.00
James M Mock	review svc plan Harmony Ridge	GF	1,840.00
Kelly Moore	cheerleader class	GF	1,134.63
Kenneth Henschke	Psych Eval new officer	GF	125.00
Kenz & Leslie Dist	MOA, Carb cleaner, lubricant	FMF	239.30
Kimberly Emil, Attorney	Legal Svcs-Town Prosecutor	GF	3,420.00
King Soopers	concession,senior refresh,staff refresh	GF	759.67
Kinsco	uniforms	GF	901.42
L&M Enterpr	contract landscape maint	GF	7,025.11
LAGT LLC	Water refund	WF	38.78
LAGT LLC	Sewer refund	SF	20.00
LAGT LLC	Storm Drain refund	SDF	2.20
Land Title Guarantee Co	Title search zoning violation	GF	7.95
Larimer County Clerk & Recorder	document surcharge	GF	167.00
Larimer County Sales & Use tax	Use tax collections	GF	8,742.45
Larimer County Solid Waste	hauling June 2013	GF	771.58
Lawrence Jones Custer Grasmick	legal svcs	GF	4,030.10
Lawson Products	blades,fusion wrap,sand paper	FMF	656.47
Lee, Mary	mileage reimb board mtgs/training	GF	132.55
Leonard Rice Engineering	Kyger feasibility Study	KERN	2,709.00
Lewan & Assoc	optiplex 9010 desktop computer	ITF	7,870.70
Liley, Rogers & Martell	legal svcs-DDA/Audit info	GF	154.00
Liley, Rogers & Martell	legal svcs-DDA/Audit info	DDA	1,212.00
Lind & Ottenhoff	Special counsel/oil & gas	GF	5,192.30
LL Johnson Dist Co	field marking chalk, pro league red dirt for bball fields	GF	1,311.60
LL Johnson Dist Co	Marking chalk for pkg lot	CIF	378.00
LL Johnson Dist Co	spring tines	FMF	348.45
Loveland Ford Lincoln Mercury	bland door motor	FMF	24.35
Mac Equipment	bearings, drive belts	FMF	60.52
Mac Equipment	gas spring assembly	FMF	37.08
Mail N Copy	postage-2 letters certified, Rockies skills challenge certif	GF	65.90
Manweiler's	cleaner,brushes,paint,plug,snaps,sprayer, gas can,hammer	GF	633.22
Manweiler's	Electrical tape,gloves,valve	CIF	66.97
Manweiler's	Electrical tape,gloves,valve	WF	3.66
Manweiler's	paint thinner, roller	SF	11.50
Manweiler's	copper tubing,plumb parts, 255 master locks,brush,finish	FS	158.76
Maplogic Corp	layout manager-maint	ITF	250.00
Melendez, Kristie	CML Conf mileage reimb	GF	85.31
Melendez, Kristie	reimburse-water for Farmer's Mkt, website hosting	DDA	287.24
Michael Manning	municipal court judge svcs	GF	1,400.00
Michael Manning	municipal court judge svcs	GF	1,400.00

VENDOR	DESCRIPTION	FUND	AMOUNT
Petty Cash	Reimb-Chief's luncheon,vehicle lic/reg,mileage	GF	131.20
Michael Todd & Co	Signs	GF	3,741.32
Midkiff, Tiffanie	Recreation refund	GF	235.00
Mines & Associates PC	employee assistance pgm	GF	239.76
Mines & Associates PC	employee assistance pgm	CRCF	16.20
Mines & Associates PC	employee assistance pgm	WF	9.72
Mines & Associates PC	employee assistance pgm	SF	9.72
Mines & Associates PC	employee assistance pgm	SDF	3.24
Mines & Associates PC	employee assistance pgm	FMF	9.72
Mines & Associates PC	employee assistance pgm	ITF	9.72
Mines & Associates PC	employee assistance pgm	FS	19.44
Minitman Supply Inc	washers, fittings	GF	12.94
Morey's Glass	glass replacement, schoolhouse	GF	1.57
Myers, Nick	Storm Drain refund	SDF	6.73
NAPA	air filter, gauges, oil filter, rust trmnt, sand disk, gloves, hitch	FMF	938.10
NCCAR	NCCAR/Xceligent subscrip	GF	60.00
NCCG-Northern Colorado Comm Group	Tribune renewal/ads	GF	63.95
NCCG-Northern Colorado Comm Group	graduate ad	CRCF	150.00
NCCG Northern Colo Comm Group	employment ads	GF	235.42
New Windsor Metropolitan Dist	Founders/Brunner park irrigation	GF	1,006.90
Newegg	adobe creative cloud 1 year subscrip	ITF	599.88
North Front Range MPO	unified planning work pgm	GF	443.34
North Weld County Water Dist	water purchased	WF	140,862.48
NYS Child Support Processing Center	Wage Assignment	GF	345.00
NYS Child Support Processing Center	Wage Assignment	GF	338.40
Occupational Health Centers	physical, blood tests	GF	128.00
Occupational Health Centers	blood test	GF	33.00
Office Depot	office supplies	GF	452.57
Office Depot	office supplies	CRCF	4.03
Office Depot	office supplies	ITF	6.05
Office Depot	office supplies	FS	12.09
Office Depot	office supplies	GF	317.13
Officescapes	Credit, replace Dividers for IT Dept damaged in leak	GF	1,381.60
OJ Watson Equipment	lift gate install on new units	FMF	2,025.00
Old National Bank	energy efficient lease purchase June 2013	FS	3,455.41
Osmun, Richard	Water refund	WF	17.95
Osmun, Richard	Sewer refund	SF	20.00
Osmun, Richard	Storm Drain refund	SDF	4.35
Payflex Systems	July employee fees due	GF	312.00
Petty Cash	vehicle lic/reg fee, luncheon, mileage	FMF	51.12
Petty Cash	reburuse CRC for petty cash	GF	127.60
Petty Cash	reimburse CRC petty cash	CRCF	12.67
Pietz, Thomas	Storm Drain refund	SDF	5.17
Pioneer Sand	mulch for pool bedding, Pea gravel for cemetery	GF	269.42
Poudre Valley Health Care Inc	Blood draws	GF	354.00
Poudre Valley REA	Utilities	GF	3,367.07
Poudre Valley REA	Utilities	WF	750.00
Poudre Valley REA	Utilities	GF	5,840.48
Poudre Valley REA	Utilities	WF	63.50
Poudre Valley REA	Utilities	SF	16,839.05
Red Dog Signs	new Park rules signs, pool slide sign	GF	364.39
Red Dog Signs	diamond valley/sponsor/pro challenge signs/banners	GF	465.83
Red Willow Construction	bike trail crossing #2 ditch	CTF	1,810.00
Red Wings Shoes	uniforms	FMF	198.21
Reserve Acct	postage meter load	GF	4,143.89
Reserve Acct	Pitney Bowes-postage meter load	CRCF	101.77
Reserve Acct	Pitney Bowes-postage meter load	WF	644.68
Reserve Acct	Pitney Bowes-postage meter load	SF	14.95
Reserve Acct	Pitney Bowes-postage meter load	DDA	94.71
Rex Oil Co	Case of oil	FMF	62.06

VENDOR	DESCRIPTION	FUND	AMOUNT
Petty Cash	Reimb-Chief's luncheon,vehicle lic/reg,mileage	GF	131.20
Robert Fries	Duplicate keys for boat/lake	GF	12.50
Rocky Mountain Power Generation	Emergency Generator Test PD	FS	241.00
Rooftop Anchor Inc	roof fall protection inspection	FS	1,100.00
Rose, Jeremy	CML Conf mileage reimb	GF	170.63
Rotary Club	2013 Membership dues	GF	165.00
S & B Porta-bowl restrooms	Portable restrooms for 4th of July	GF	630.00
Safebuilt	permit fees June 2013 reimb	GF	50,407.88
Safety & Construction Supply inc	safety glasses	CIF	181.20
SAI North Team Sports	tennis balls	GF	371.00
Sboczak, Robert	Water refund	WF	14.87
Sboczak, Robert	Sewer refund	SF	20.00
Sboczak, Robert	Storm Drain refund	SDF	6.16
Scott's Electric	light repair at AHC	GF	207.81
Scott's Electric	Svc calls-water tank/high water	WF	99.00
Scott's Electric	Svc calls-water tank/high water	SF	99.00
Scott's Electric	parts, lighting upgrade @ pool, power outage CRC	FS	1,381.03
Scott's Electric	Village Park extend sleeve damaged	CIF	594.18
Securitas Security Svcs	security for rental pkg	CRCF	873.13
Shearer, David	Storm Drain refund	SDF	13.94
Sombrero Stables	horeseback riding trip seniors	GF	630.00
Souther Exposure Landscape Maint	repair irrigation wires dmgd during construction	GF	1,073.27
Sportsman's Warehouse	uniforms	GF	57.99
Sportsman's Warehouse	uniforms	WF	119.99
Stalker Radio	radio cable	GF	110.00
Standard Insur Co	Monthly premium July 2013 Short/Long term disability	GF	2,792.82
Standard Insur Co	Aug 2013 monthly premiums	GF	2,997.85
Staples	office supplies	ITF	946.56
Steele, Jerry	Storm Drain refund	SDF	3.21
Stephanie Egbert	Senior Footcare June 2013	GF	120.00
Stephen Jones	Farmer's Mkt performance 7/20	GF	50.00
Summit Supply	drinking fountain repair parts	FS	126.00
Summit Supply	metering cartridge Boardwalk	FS	124.61
T & T Tire	tires	FMF	677.36
T&T Tire	tires	FMF	551.04
T&T Tire	tires/alignment	FMF	468.95
Tennant Sales	detergent CRC	FS	129.00
The Humane Society	animal housing/care for strays	GF	252.62
The Pawnee Group	car wash tokens	FMF	207.19
The Rhythm Co	Swing in the Street dance instruction	GF	50.00
Thompson, Don	CML Conf mileage reimb	GF	170.63
Timberline Electric	training new parks staff	GF	322.55
Timberline Electric	springer ditch reading/repair	KERN	525.00
Tracker Software corp	pubworks annual software support	ITF	1,699.00
Tri-tech Security	alarm svc-Add employees	FS	25.00
Tri-tech Security	sensor repair AHC	GF	130.00
Tucker, Robert	Water refund	WF	46.92
Tucker, Robert	Sewer refund	SF	40.00
Tucker, Robert	Storm Drain refund	SDF	10.50
UMR Credit Card Svcs	Laminating-Prospect park plans	GF	18.81
UMR Credit Card Svcs	Staff Anniv lunch	GF	39.92
UMR Credit Card Svcs	CPRA registration/NRPA membership renewal	GF	219.72
UMR Credit Card Svcs	Sign permit, Staff lunch	GF	24.72
UMR Credit Card Svcs	Marking paint	GF	26.97
UMR Credit Card Svcs	CACP Conf gas/lodging, caps,ship	GF	611.42
UMR Credit Card Svcs	CML conf lodging, copies, refreshments	GF	360.96
UMR Credit Card Svcs	Balloons, parts, event supplies	GF	459.06
UMR Credit Card Svcs	SALT Mtg pizza	GF	30.56
UMR Credit Card Svcs	ARC/Pool Certifications, swim suits, lessons	GF	80.59
UMR Credit Card Svcs	Athletic tape, Tennis ct tape, Tennis balls	GF	157.51

VENDOR	DESCRIPTION	FUND	AMOUNT
Petty Cash	Reimb-Chief's luncheon,vehicle lic/reg,mileage	GF	131.20
UMR Credit Card Svcs	Newspaper subscrip, ICMA Conf, meal	GF	681.30
UMR Credit Card Svcs	Media Mtg/event supplies, newspaper subscrip	GF	188.02
UMR Credit Card Svcs	CMLConf meal/lodging, coffee w/Mayor	GF	1,366.82
UMR Credit Card Svcs	CML lodging, TB mtg/dinner, CMCA	GF	3,711.90
UMR Credit Card Svcs	Meals, handbooks, stopwatch, tables	GF	625.62
UMR Credit Card Svcs	Water cooler, test strips, microwave, meal	GF	324.99
UMR Credit Card Svcs	AWWA renewal	GF	295.00
UMR Credit Card Svcs	lunch mtg	GF	25.82
UMR Credit Card Svcs	New employee lunch	GF	91.85
UMR Credit Card Svcs	American Legion registration for youth baseball	GF	475.00
UMR Credit Card Svcs	Adaptive trip driver meals, Rockies/other tickets	GF	169.01
UMR Credit Card Svcs	Sign permit, Staff lunch, water cooler, test strips, meal	CIF	91.31
UMR Credit Card Svcs	Water cooler, test strips, microwave, meal	CRCF	369.90
UMR Credit Card Svcs	replacement tubes (lamps)	SF	96.40
UMR Credit Card Svcs	sunscreen/fan/shovel/probe/charger	ITF	412.66
United Way	Employee donation	GF	15.00
United Way	Employee donation	GF	15.00
Unsen, Douglas	Water refund	WF	50.96
Unsen, Douglas	Sewer refund	SF	40.00
Unsen, Douglas	Storm Drain refund	SDF	9.48
USA Mobility Wireless	on- all pager svc	GF	13.27
Utility Notification Center	locate transmissions	WF	441.73
Vartec Telecom	telecom	GF	8.78
Vartec Telecom	telecom	SF	1.25
Vazquez, John	Congressional Cities Conf per diem-replacement check	GF	390.00
Verizon Wireless	Cell phone svc, Utilities-town billboards	GF	1,470.14
Verizon Wireless	cell phone svc	CRCF	30.52
Verizon Wireless	cell phone svc	SF	40.01
Verizon Wireless	cell phone svc	ITF	40.01
Victory Sales	shirts-sick tree day,bball camp,cara track,fball/youth workout	GF	2,594.38
Victory Sales	seasonal/4th of July race shirts	GF	1,119.40
Vigil, David	Water refund	WF	42.90
Vigil, David	Sewer refund	SF	20.00
Vigil, David	Storm Drain refund	SDF	5.90
Vision Service Plan	employer's share vison Aug 2013	GF	1,770.50
Wanco	door handle	FMF	56.00
Waste Management	recycle site pulls	GF	1,502.73
Weld Co Drug Task force	Municipal court collections June 2013	GF	798.00
Weld County School Dist RE4	joint fuel facility expentiture	FMF	919.89
Weld County Sheriff's office	Ballistic vest for new officer	GF	795.00
Well Being	cooking class	GF	112.00
White, Robert	Water refund	WF	30.76
White, Robert	Sewer refund	SF	20.00
White, Robert	Storm Drain refund	SDF	4.76
Windsor Chamber of Commerce	windsor bucks for wellness awards	GF	2,375.00
Windsor Hardware ACE	sealant,rivets,tape,flex hose,irrig head,spray,socket set,keys	GF	194.41
Windsor Hardware ACE	trash can, pate, pipe	SF	102.39
Windsor Hardware ACE	plumb trap,soap,varnish,hose,copper tube,batteries,grip sprng	FS	351.70
Windsor Valley Auto Wash	car wash tokens	FMF	90.00
Windsor-Severance Fire Rescue	Fire dept bldg permit fee reimbursement	GF	2,775.00
Wireless Advanced Communications	plastic Rad holster, remote speaker	GF	196.00
Woodward, Roger	Storm Drain refund	SDF	4.89
Xcel Energy	Utilities	GF	33,576.00
Xcel Energy	Utilities	CRCF	5,632.60
Xcel Energy	Utilities	SF	5,583.54
Xcel Energy	Utilities	KERN	48.99
Xcel Energy	Utilities	GF	2,520.50
Xerox Corp	copier meter chgs	ITF	2,969.99
Zep Sales & Service	sunscreen,hand cleaner,insect spray	FMF	516.20

VENDOR	DESCRIPTION	FUND	AMOUNT
Petty Cash	Reimb-Chief's luncheon,vehicle lic/reg,mileage	GF	131.20
Zexhags	AHC Cleaning	GF	100.00
Zexhags	AHC Cleaning	GF	100.00
Zexhags	BA Contract	CRCF	310.50
TOTAL CASH DISBURSED			<u>\$1,695,762.08</u>
PAYROLL (wages/ 2 pay periods)			<u>\$385,552.83</u>
TOTAL			<u>\$2,081,314.91</u>



MEMORANDUM

Date: August 5, 2013
To: Windsor Town Board
Via: Kelly Arnold, Town Manager
From: Dennis Wagner, Director of Engineering
Re: Water Service Agreement with North Weld County Water District

Background / Discussion:

In April 2000 an agreement that established the terms for water service to Windsor was signed by Windsor and the North Weld County Water District (NWCWD). Since then three amendments to that original agreement have been ratified. After 13 years and three amendments it is time to incorporate all previous amendments and to bring everything into one new master agreement.

Town Attorney, Ian McCargar, and NWCWD attorney, Ken Lind, developed the attached master agreement. Below is a summary of the three amendments and where and how they are included in the new master agreement.

- The First Amendment delineated each entity's service area and the procedures for transferring service between entities. Section 10.3 in the new master agreement includes that subject matter.
- The Second Amendment established a maximum annual water purchase from NWCWD of 452 million gallons and peak water demand of 1,720 gallons per minute until December 31, 2012. It was expected that by December 31, 2012, the town would have constructed a second water transmission line and connection to the NWCWD system at Weld County Road 74 in order to provide additional capacity to the town. However, that transmission line has not yet been constructed, which is recognized in the new master agreement and so the town can continue to take up to 452 million gallons per year at up to 1,720 gpm through the existing meter in WCR 19 until a new transmission line is constructed to WCR 74. The new master agreement sets January 1, 2024 as the deadline for getting the transmission line to WCR 74.
- The Third Amendment addressed the fact that Windsor growth on Weld County Road 68-1/2 between 15th and 17th Streets and the widening of that road resulted in the abandonment of NWCWD's small diameter water line under the road. In order for the district to continue water service to their customers west of 17th Street, the town agreed to install a master meter and "sell" water to the district. Installation of that meter has been accomplished and is recognized in Article 7 of the new master agreement.

Recommendation:

The Windsor Water and Sewer Board approved a motion on June 12, 2013, that recommends approval of the proposed master agreement.

Attachments:

Water Service Agreement

TOWN OF WINDSOR

RESOLUTION NO. 2013-45

A RESOLUTION RATIFYING, APPROVING AND CONFIRMING THE TERMS AND CONDITIONS OF A WATER SERVICE AGREEMENT BETWEEN THE TOWN OF WINDSOR AND NORTH WELD COUNTY WATER DISTRICT

WHEREAS, since 2000, the Town of Windsor (hereinafter, "Town") has entered into a series of intergovernmental agreements and related amendments with the North Weld County Water District, the purpose of which is to assure cooperation in the delivery of treated water to the Town's citizens and visitors; and

WHEREAS, from time to time, circumstances require that the said intergovernmental agreement undergo review and revision to assure continued cooperation between the parties; and

WHEREAS, the Town's Director of Engineering and the Town's Water and Sewer Board have reviewed and given approval to the terms of the attached Water Service Agreement (Master Meter), the terms of which are incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town Board finds that the attached Water Service Agreement is proper in all respects.

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

1. The Town hereby ratifies, approves and confirms the terms and conditions of the attached Water Service Agreement (Master Meter) between the Town of Windsor and North Weld County Water District.
2. The Town hereby authorizes the Mayor to execute said Water Service Agreement on the Town's behalf.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 12th day of August, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

WATER SERVICE AGREEMENT (Master Meter)

THIS WATER SERVICE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2013, by and between the NORTH WELD COUNTY WATER DISTRICT, acting by and through the North Weld County Water District Enterprise ("District"), and THE TOWN OF WINDSOR, COLORADO, a Colorado home rule municipal corporation ("Town"), (Collectively "Parties").

RECITALS

WHEREAS, the District is a statutory special district formed under the laws of the State of Colorado and is a quasi municipal corporation; and

WHEREAS, the North Weld County Water District Enterprise was established and is administered in compliance with the provisions of Section 20, Article X of the Colorado Constitution and Article 45.1 of Title 37 of the Colorado Revised Statutes, as amended and as applicable; and

WHEREAS, the District (on its own or in cooperation with others) owns, maintains and operates a system for the storage and distribution of potable water within Weld County and Larimer County, Colorado; and

WHEREAS, the Town owns, maintains and operates a separate and independent system for the storage of and distribution of potable water to its customers and municipal contract recipients; and

WHEREAS, the Town and the District have heretofore entered into the following agreements and understandings with respect to certain potable water supplies and services:

- Water Service Agreement (Master Meter) dated November 13, 2000;
- First Amendment to Water Service Agreement dated June 11, 2001;
- Second Amendment to Water Service Agreement dated February 23, 2004; and
- Third Amendment to Water Service Agreement dated November 23, 2009;

and

WHEREAS, the above-referenced agreements and amendments will be referred to collectively herein as the "Prior Agreements" or individually by title and date; and

WHEREAS, District and Town have determined that it is in the best interest of Town and District for the Parties to cooperate with each other in providing water services under which the Town receives potable water supplies and services from the District in accordance with the within terms; and

WHEREAS, the District, as a non-profit quasi municipal statutory district must establish and provide water rates so as to cover maintenance and operation, depreciation, replacement and appropriate funding of capital costs of the District; and

WHEREAS, by enacting Titles 31 and 32 and specifically § 31-35-402(1)(b) and § 32-1-502(2)(c) of the Colorado Revised Statutes and pursuant to Article XIV, Section 18 of the Colorado Constitution, the Legislature of the State of Colorado has: (a) determined that the State of Colorado has a valid interest in providing water for its citizens; (b) clearly articulated and affirmatively expressed the State of Colorado's policy to allow municipalities and special service districts to provide water by utilizing cooperative agreements and to eliminate competition in areas where each Party is capable of providing service; and (c) developed a structure to actively supervise municipalities and special service districts, if the Parties choose to utilize such agreements; and

WHEREAS, Town and the District enter into this Agreement pursuant to the provisions of § 29-1-203, C.R.S; and

WHEREAS, the District and Town shall and will continue to own their own water rights individually and separately, with Town relying upon the yield of its own water rights to provide the raw water necessary for treatment proposed under this Agreement; and

WHEREAS, the Town and District desire to enter into this Agreement restating, updating and defining their respective rights, duties, obligations and interests; and

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter set forth, it is agreed as follows:

ARTICLE 1 DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

Commitment shall mean the District's obligation to furnish water as set forth in Section 2.1.

Conservation Plan shall refer to a plan created by the Town in accordance with Section 2.7 below.

Delivery Point(s) shall mean point(s) at which the District delivers water to the Town's potable water delivery and storage system.

Engineering Standards shall mean the engineering standards of the District, including future modifications thereto.

Furnish when used with regard to the District's Commitment shall mean to acquire and furnish and includes all of the intermediate steps necessary to provide water at the delivery point(s) but does not include the obligation to construct certain localized storage, pumping, transmission or distribution facilities which may be constructed by the Town as part of the Town's facilities.

Impossible shall mean a circumstance in which the District is prevented from performing under the terms and provision of this Agreement. Such a circumstance must be beyond the control of the District and must not be created by any actions of the District.

Master Meter shall mean a meter at which the District will furnish water to the Town to enable the Town to provide water service to its customers.

Minimum Raw Water Obligations shall mean 110% of the total measured potable water usage by the Town through any District master meter for the previous year plus any anticipated increases in usage.

Notice shall mean the notice described in Section 12.12.

Uncontrollable Forces shall mean any cause beyond the control of the obligated party, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, riot, civil disturbance, labor disturbance, sabotage, breach of construction contract by a third party or restraint by court or public authority, which by due diligence and foresight, such party could not have reasonably been expected to avoid.

Water Supply shall include, but not be limited to, existing water supplies, future water supply projects and development of existing and after-acquired water rights.

Water System shall mean the distribution system whereby a Party provides water service.

Windsor Service Area or *Service Area*, shall mean all existing or future taps served by the Town and all existing and future water delivery pipelines of the Town. *Windsor Service Area* or *Service Area* is further defined and explained in Section 10.3 of this Agreement.

ARTICLE 2

WATER SUPPLY

2.1 The District shall furnish potable water via master meter(s) for use in Town's Water System, and the Town shall purchase and receive from the District, water for the operation of the Town's water system at the locations and in the maximum and minimum

annual amounts, peak demands in gallons per minute, and minimum and maximum pressures, all as are more fully set forth herein. The Town shall not serve users or property outside the Windsor Service Area without approval of the District which will not be unreasonably withheld.

2.2 The water to be furnished by the District shall be potable water, which complies with the Federal Safe Drinking Water Act and any other applicable drinking water regulations. The District shall conduct all testing necessary to assure that the water furnished under this Agreement complies with Federal and State drinking water standards. No promise or guarantee of pressure is made by the District or is to be implied from anything contained herein.

2.3 The District's commitment shall be limited only by the occurrence of factors, which make it impossible for the District to meet the commitment.

2.4 At any time, the Town may purchase or otherwise acquire surface, raw water rights and or other waters. If such water rights have a raw water quality which is capable of being delivered to and treated by the District's then-current water treatment system to the then-current federal and state Drinking Water Standards, and are usable in the District's water supply system, if so requested by the Town, the District agrees to accept such water rights and reserve to the Town an additional amount of treated water. The amount of additional treated water shall be equivalent to the firm annual yield of the conveyed water rights, as determined by the District, using the same firm annual yield methodology used by the District in the operation and management of its water rights and water system, less treatment and conveyance losses.

2.5 The minimum and maximum pressures described herein are to be met by the District at the Delivery Point(s) only. The Town is responsible for all pressures within its system after the Delivery Point. Additionally, the Delivery Point(s) shall be as set forth in Exhibit A unless modified by written mutual agreement.

2.6 Both parties to this Agreement recognize that the District's water supply is dependent upon natural water resources that are variable in quantity of supply from year to year. The District shall not be liable to accurately anticipate availability of the District's water supply or for an actual failure of the District's water supply due to inadequate run-off or other occurrence beyond the reasonable control of the District. In time of such shortage or failure, use of the water supplied by the District may be curtailed in a manner to be determined by the District; provided, however, that such curtailment on use shall be applied uniformly by the District both inside and outside of the Town's Service Area.

2.7 The Town has adopted its 2008 Water Conservation Plan and 2011 Update which shall be deemed sufficient by the parties to encourage wise use of water throughout the Town's service area.

2.8 The District shall use reasonable diligence to provide a constant and

uninterrupted supply of water except for interruption or reductions due to: (1) uncontrollable forces; (2) operations or devices installed for water system protection; and (3) maintenance, repair, replacement, installation of equipment, or investigation and inspection of the water system, which interruption or reductions are temporary, and in the opinion of the District, necessary. Excepting cases of emergency, the Town will be given reasonable advance notice of such interruptions.

2.9 Neither party shall be considered in default under this Agreement if prevented from fulfilling any obligations by reason of Uncontrollable Forces. A party rendered unable to fulfill its obligation by reason of Uncontrollable Forces shall exercise due diligence to remove such inability with all reasonable dispatch.

2.10 Neither Party shall, by reason of this Agreement or by use of any water hereunder, acquire vested or adverse right or future right, in law or equity, in the water rights or Water System owned by the other Party.

ARTICLE 3

RAW WATER

3.1 The Town shall annually provide raw water ("Raw Water Requirement") for treatment and delivery by the District, in the amount of 110% of the total measured potable water usage by the Town at the master meter for the previous year, plus any anticipated increases in the Town's usage. Raw water provided to the District shall be provided on an actual gallon basis as measured at the intake station at the Soldier Canyon Filter Plant. The stated 110% is 100% plus an allowance of 10% to cover estimated shrinkage from the Soldier Canyon Treatment Plant to the point of delivery at the master meter.

3.2 The Raw Water Requirement shall be provided from the Colorado Big Thompson Project ("CBT"), the Windy Gap Project ("WG"), North Poudre Irrigation Company ("NPIC"), or from any other source reasonably acceptable to the District which is at least as usable to the District as CBT water at the District's sole discretion.

3.3 The District shall not be required to acquire, rent or own any additional Raw Water necessary to meet the Town's Raw Water Requirement. The Town is solely responsible for making arrangements for its own Raw Water necessary to meet the Raw Water Requirement.

3.4 In the event the Town does not provide sufficient raw water to the District to meet its Raw Water Requirement, the District shall give the Town notice of such insufficiency, as nearly as possible, thirty (30) days prior to the time when such additional raw water will be necessary. If, after such notice, the Town fails or refuses to provide sufficient raw water, the District may, in its sole discretion provide such raw water and, in such event, the Town shall be assessed by the District in accordance with Section 8.2 below. The District shall maintain dominion and control over all raw water provided to

Town under this Paragraph 3.4, and Town releases any right to the return flows that result from such water supplied by District, including any reuse rights associated with such water.

3.5 Windsor shall maintain dominion and control over any and all raw water provided to the District for treatment under this Agreement, and the District releases any right to the return flows that result from such water supplied by Windsor, including any reuse rights associated with such water.

ARTICLE 4 DISTRICT FACILITIES

4.1 The District shall, at its sole expense, take such actions and make such connections between the Town's system and the District's system as necessary to supply water service to the Town as provided pursuant to this Agreement.

4.2 The District shall install the necessary metering equipment and master meter vault(s). The District shall design the master meter vault(s) and flow control devices, in accordance with the specifications of the District. Unless otherwise agreed in advance, the Town shall reimburse the District for all costs and expenses including design, location, construction and installation of all equipment and vault(s) replaced or added after the date of this Agreement. Prior to the District incurring such costs and expenses, the Town shall be consulted and the District shall request the Town's approval of the design, location and expenses for said equipment and vaults, which approval will not be unreasonably withheld.

4.3 The District shall install, own and operate a flow-restricting device at the metering vault(s). Said device shall be capable of controlling the flow rate to the Town within the rates provided herein, as directed by the Town in writing. The Town shall not be responsible for charges based on deliveries at flow rates greater than the flow rates directed by the Town in writing or as stated in this Agreement.

4.4 The District shall own and maintain the District's Water System, including any interconnection facilities, water line, pump station and treatment plant facilities necessary to serve the Town as required by this Agreement, up to the Delivery Point(s). The District shall own the master meter, meter vault, and flow and pressure control facilities, which shall be managed, administered, operated and maintained exclusively by the District. For the purpose of determining operations and maintenance responsibility, the Town shall be responsible for all maintenance and operations from the master meter vault outlet valve on the Town's side of the outlet valve.

ARTICLE 5 ASSOCIATED FACILITIES

5.1 At the current time the Town receives water from the District at a meter vault located at the following location ("Delivery Point"):

34997 Weld County Road 19, within the NE ¼ of Section 9, Township 6 North, Range 67 West of the Prime Meridian, Weld County, State of Colorado.

Maximum Annual Amount: 452 million gallons

Minimum Annual Amount: See paragraph 11.5 below

Peak Demand: 1720 gallons per minute (GPM)

Maximum pressure: 105 psi

Minimum pressure: 30 psi

5.1.1 Upon the Town's completion of its water line to Weld County Road 74, the Town shall be entitled to receive water from the District through a District Meter Vault to be located in a mutually-agreed location on the south side of Weld County Road 74 ("WCR 74 Master Meter"). The parties agree that the District will serve customers located within the western one-half of Section 31, Township 7 North, Range 67 West of the Prime Meridian, Weld County, State of Colorado.

5.1.2 In the event that the Town receives water from the WCR 74 Master Meter, the following amounts, peak demand figures and pressure figures shall apply:

Maximum Annual Amount: 1.8 billion gallons

Minimum Annual Amount: See paragraph 11.5 below

Peak Demand: 6944 gallons per minute (GPM)

Maximum pressure: 105 psi

Minimum pressure: 30 psi

5.1.3 The District shall have no obligation to provide the Town with water through the WCR 74 Master Meter after January 1, 2024, if by that date the Town has not completed its water line to the southern edge of Weld County Road 74.

5.2 The Town will own and continue to be responsible for construction, operation and maintenance of its distribution lines and other system facilities on the Town's side of the Delivery Points. The Town shall undertake all proper steps to prevent connections to the Town's water system which would in any way permit water produced in or by the Town to enter the District's distribution system by back-flow, back-pressure or otherwise, so as to prevent the quality of water in the District's transmission system from being affected by water produced in or by the Town.

5.3 The Town agrees to maintain its facilities which transport or store water supplied by the District in good repair at all times and to make such replacements as may be necessary to keep such facilities in proper operating condition at all times.

5.4 Subject to the minimum pressure and minimum supply provisions of this Agreement, the Town agrees that it will, at all times, operate the distribution of water supplied by the District so as not to unreasonably interfere with service to others dependent upon the District for a supply of water. Specifically, the Town agrees that it will operate its facilities which transport or store waters supplied by the District, especially any such pumping or storage facilities, in correlation with operation of District facilities and will install and use such devices, including telemetry, as are reasonably necessary to effectuate correlation; provided, however, that shall not be required to pay for the installation of any physical changes to its water distribution system required only to benefit others outside its Service Area.

ARTICLE 6

MASTER METER(S)

6.1 The District shall read its master meters at monthly intervals, under its own meter reading schedule. If requested by the Town, the District shall give the Town notice of any master meter reading and allow a Town representative to be present to observe.

6.2 At least once every five (5) years the District shall test and calibrate its master meters at the District's sole expense. At any time, upon the Town's written request, the District shall make or cause to be made a special meter test at the Town's expense. The District shall notify the Town in advance of any District master meter test and allow a Town representative to be present.

6.3 The readings of any master meter which shall have been disclosed as inaccurate by tests conducted pursuant to American Water Works standards shall be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the tests are made in accordance with the percentage of inaccuracy found by such tests, provided that no correction shall be made for a longer period than such inaccuracy may be conclusively determined by the Town or the District to have existed.

6.4 If any meter shall fail to register for any period, the Town and the District shall agree as to the amount of water furnished during such period and the responsible entity shall render a bill therefor. If no agreement can be reached, the billing shall be based upon historical usage data.

6.5 If at any time the Town desires to change the location of any District master meter vault, the District will attempt to accommodate such request if, in the sole and reasonable opinion of the District, such relocation will not detrimentally affect the District's

water system in any manner and only upon the condition that the Town shall be responsible for any and all costs and expenses, of any type or kind, for the relocation thereof.

ARTICLE 7

“MASTER METER A”

7.1 The parties acknowledge that, pursuant to the November 23, 2009, Third Amendment to Water Service Agreement, it was intended that the District would install what was referred to therein as “Master Meter A”, for the purpose of measuring the flow of water from the Town’s water line under Weld County Road 68-1/2 (aka Jacoby Road) to the District’s customers to the west of Master Meter A. The parties here agree that the within terms shall govern the installation and reading of Master Meter A.

7.2 Given that the parties intended that the Town would service the District’s customers to the west (and would continue doing so as the District continued to abandon its water line under Weld County Road 68-1/2 [aka Jacoby Road] as Town of Windsor improvements take place in a westerly direction), the parties agree that the Town will install Master Meter A at its sole expense and in strict observance of the District’s requirements for master meter installation. The Town shall own and maintain Master Meter A, its meter vault and pressure control facilities, which shall be managed, administered, operated and maintained exclusively by the Town.

7.3 The Town shall read Master Meter A on a monthly basis. Once every five (5) years, the Town shall test and calibrate Master Meter A at the Town’s sole cost. At any time upon the District’s request, the Town shall make or cause to be made a special meter test of Master Meter A, the cost of which shall be borne by the District. The Town shall notify the District in advance of any meter test of Master Meter A, and a District representative may be present to observe the test.

7.4 If Master Meter A shall for any reason fail to register for any period, the Town and District shall agree as to the amount of water furnished by the Town to the District’s customers through Master Meter A. If no agreement can be reached, the accounting shall be based upon historical usage data.

7.5 The parties acknowledge that, under the November 23, 2009, Third Amendment to Water Service Agreement, it was intended that the District would credit the Town with the water the Town provided the District’s customers through Master Meter A. The parties, however, now agree that the Town will read Master Meter A and will render a monthly billing statement to the District in conjunction with the Town’s regular customer billings, the rate for which will be equal to the rate charged by the District to the Town at that time.

7.6 The parties acknowledge that, under the November 23, 2009, Third Amendment to Water Service Agreement, it was intended that the Town would receive a

credit, retroactive to November 1, 2006, for the water provided by the Town through Master Meter A to the District's customers. The parties now agree that the District will provide this retroactive credit pursuant to this Agreement, the amount of which shall be determined by the District's reading of individual customer service meters from November 1, 2006, until the Town has completed installation of Master Meter A. The retroactive credit called for in this sub-section shall be applied within ninety (90) days of the Town's installation of Master Meter A as provided under this Agreement.

7.7 The parties acknowledge that the treated water measured at Master Meter A as provided herein is for the use and benefit of District's customers west of Master Meter A. Therefore, it is agreed that treated water usage measured at Master Meter A shall have no effect of increasing the following obligations of the Town:

- (a) the Town's obligation to dedicate raw water pursuant to this Agreement; and
- (b) the Town's obligation to pay demand charges pursuant to this Agreement; and
- (c) the Town's obligation to pay commodity charges pursuant to this Agreement; and
- (d) the Town's obligation to tender "Contributed Capital" pursuant to Section 5.03 of the Water Service Agreement dated August 28, 1989, as amended by the Amendment to Water Service Agreement signed by the District on November 12, 1996, and signed by the Town on January 27, 1996.

7.8 In keeping with the practices of the parties, the parties agree that, in the event of any Town of Windsor improvements, or any improvements due to development which meet Town of Windsor requirements, but not including improvements of any type made by Weld County or the Town of Timnath to Weld County Road 68 ½ (aka Jacoby Road) located to the West of 17th Street , or Weld County Road 13 between Hwy. 392 to WCR 74 the District shall continue to abandon its 3" diameter or smaller water service line(s) under the paved portion(s) of WCR 68 ½ (aka Jacoby Road) and/or 13. Upon District abandonment, the Town will provide water service to the affected District customers. As the District's water service lines are abandoned, Master Meter A will be relocated to the west to a point or points where the paved portion of the roadway ends. In keeping with the foregoing, as the Town assumes responsibility for serving District customers to the west of the relocated Master Meter A, the foregoing terms shall continue to apply with respect to installation, maintenance, readings and billing associated with any relocated site for Master Meter A.

ARTICLE 8

RATES AND CHARGES

8.1 The schedule of charges provided for in this Agreement shall remain in full force and effect until the District shall deem it necessary to raise or lower the charges for the water. In addition to any other rate or charge herein provided, the Town shall pay or cause to be paid all applicable plant investment fees, and such other rates, tolls, charges or combinations thereof as the District may, from time to time, in the exercise of its lawful authority impose. System development charges for the construction of new facilities and the use of existing facilities will be the subject of separate contracts of the parties and shall be determined on a case by case basis. The parties agree that the Town shall at all times be subject to rates and charges equivalent and in effect for all municipal customers of the District.

8.2 The District will adopt water service rates sufficient to totally and fully reimburse the District for all costs of furnishing water under this Agreement. The District may adjust the charges to be made for the use of water hereunder. The rates charged to Windsor shall be directly related and limited to the cost incurred by the District in furnishing water to Windsor as fairly determined by the District. The charges provided for in this paragraph shall remain in effect until the District deems it necessary to raise or lower the charges for the water, in accordance with section 8.3. In addition to any other rate or charge herein provided, Windsor shall pay all applicable fees, and such other rates, tolls, charges or combination thereof as the District may, from time to time, in the exercise of its lawful authority impose consistent with this Article and Article 1, Title 32 of the Colorado Revised Statutes.

8.3 The District will, not less than once, but not more than two times in each calendar year, review the plant investment fee, and the rates for potable water furnished hereunder, and if necessary, adjust such rates based upon actual usage and audit figures so as to produce sufficient revenues to maintain and operate the system necessary to serve the Town and all other users, and establish and maintain reasonable reserves for operation and maintenance. Such revised rates shall be deemed to be substituted for the original rate herein provided, and the Town agrees to pay such revised rates for potable water delivered after the effective date of such rate revisions.

8.4 The District shall provide notice to the Town of any expected rate change or any projected operation, maintenance or capital improvement cost that will affect the rates to be paid by the Town, provided that:

- a. The District shall notify the Town of a proposal for an increase in water service rates at least thirty (30) days prior to the District Board Meeting at which formal action on such proposal is scheduled.
- b. The District shall notify the Town of new water service rates within ten (10) days after adoption by the District Board.
- c. The new water service rates shall not become effective sooner than thirty (30)

days after they have been adopted and shall not apply to water delivered by the District on or before the date of their adoption by the District Board.

8.5 Billing for each month shall be made on or about the last day of the month and payment made on or before the twentieth day of the following month. Any bill not paid by the twentieth day of the month following billing shall be delinquent and the Town shall pay an additional delinquent fee of Ten Percent (10%) of the unpaid monthly billing. However, in no event shall the delinquent fee be less than One Thousand Dollars (\$1,000.00) per month. Additionally, if the Town refuses or fails to pay any bill by the due date, the District may discontinue delivery of potable water hereunder upon thirty (30) days written notice to the Town of its intention to so do.

8.6 The parties agree that water service rates charged to the Town shall be related to the cost of service incurred by the District in providing water service to the Town as fairly as determined by the District. The Town further specifically agrees that water service rates for water service provided under this Agreement shall be governed by the provisions of this Agreement, any State or Federal statutes to the contrary notwithstanding.

ARTICLE 9

COSTS AND EXPENSES

9.1 The Town shall pay for all costs associated with acquisition of raw water by the Town and temporary transfer of the same to the District, and any periodic charges or assessments related to such raw water. If the Town acquires such raw water and seeks to temporarily transfer such raw water to the District, the Town shall be responsible for all costs and/or expenses involved in changing the District's operations to facilitate use of such raw water for the Town's benefit) from a provider other than the Northern Colorado Water Conservancy District.

9.2 The Town shall pay an additional fee for any potable water furnished to the Town, for which the District provided raw water to meet the Town's Minimum Raw Water Obligation as described in Section 3.4. This additional fee is due 30 days after October 31 of each year.

As an example:

Additional fee = [(water used above raw water transferred)]¹ ÷ 228,000 x [(cash in lieu of value x 10%)]

AF = ² 8,000,000 ÷ 228,000 X [(³ \$10,000.00 x 10%)]
AF = 35.08772 (\$1,000.00)
AF = \$35,087.72

¹. Average CBT delivery rate.

2. Fictional amount of 8 million gallons.
3. Current cash in lieu, subject to change.

ARTICLE 10

ANNEXATIONS AND INCREASES IN SERVICE

10.1 The parties recognize that it is the intent of the Plant Investment Fee to pay for system enhancement needed by the District to supply expanded usage by the Town. So long as the Town's demand stays within the peak demand specified in Section 5.1 above, the District will furnish the new service and no additional plant investment fees will be required from the Town.

10.2 Should the Town expect additional demand above the peak demand specified in Section 5.1 above, the Town shall make written request to the District for such additional potable water service. Upon receipt of written request, the District shall have thirty (30) days within which to notify the Town in writing of its decision and terms, to supply such additional potable water service. If the District determines to provide such additional potable water service, the District will apply a Plant Investment Fee for each additional one-gallon per minute (1 gpm) beyond the peak demand specified in Section 5.1 above.

10.3 The Windsor Service Area shall include all of those areas so specified in the map attached hereto, designated Exhibit A which is incorporated herein by this reference as if set forth fully. It is understood and agreed that the Town shall have responsibility for serving new water service customers within the Windsor Service Area, and further understand that the District will not serve customers in the Windsor Service Area without the express consent of the Town and in accordance with the terms and conditions set forth herein.

10.3.1 The parties understand and agree that new water service customers within the Windsor Service Area shall first be required to make application to the Town for service. In the event the District receives a request for service from a new customer within the Windsor Service District, the District will continue to refer all such requests to the Town.

10.3.2 The parties understand and agree that there may be certain areas within the Windsor Service Area which cannot be served by the Town at the time of application. In such event, and upon specific request of the District by the Town, the District may provide service to specific new customers in accordance with the terms and conditions set forth herein. The District's decision of whether to serve new customers within the Windsor Service Area shall be in the District's sole discretion. Any service provided by the District to new customers under this Section shall be deemed interim in nature, and shall be provided only upon the following requirements being fulfilled by the applicant:

- (a) Payment of all fees, costs, charges and/or raw water dedication as may be required by the District; and

(b) Written assurance that, at such time as the District receives notice from the Town that the Town is prepared to serve the applicant, the applicant will voluntarily connect to and pay all costs of connecting to the Town's system.

10.3.3 At such time as each customer transfers from the District's system to the Town's system under this Section, the Town shall be credited with a one-gallon-per-minute plant investment fee, as is more fully described in Section 10.2 above. In the event that any tap size exceeds the customary residential service size, the plant investment fee credit shall be proportionally increased in excess of one-gallon-per-minute.

10.3.4 Any expansion of the Windsor Service Area within the Town's corporate limits, but not within the boundaries of the District, may be made following written notification by the Town to the District. Any new expansion of the Windsor Service Area which overlaps the boundaries of the District after the effective date of this Agreement shall require an agreement between the Town and the District, under which fair compensation to the District for authorities, services and facilities ownership and operation of which are accepted by the Town. The determination of value for such authorities, services and facilities shall be undertaken in compliance with the provisions of § 32-1-502 (2) (c), C.R.S. Upon execution of such agreement, the District's consent to the Town's expansion of its Service Area shall be presumed. The Town shall not extend service into any area which is both (a) not within the Town's corporate limits at the time service is considered, and (b) within any area within the District's boundaries at the time service is continued.

10.3.5 Notwithstanding anything to the contrary, the Town shall not serve any taps or property located north of Weld County Road 74 (known as Larimer County Road 38 in areas within Larimer County) located west of Colorado State Highway 257, and the area north of Weld County Road 72 to the east of Colorado State Highway 257, even if such area is at some time annexed into the Town. The District shall serve these taps and properties.

ARTICLE 11

GENERAL TERMS AND REMEDIES

11.1 This Agreement shall be effective as of the date first appearing above and remain in effect on a perpetual basis unless terminated as provided in this Article.

11.2 The Parties agree to act in good faith and to the best of their ability in taking all steps necessary to fully implement the terms and conditions of this Agreement, including the execution and delivery of such other documents, certificates, agreements and other writings and the taking of such other actions as may be necessary or desirable to consummate or implement this Agreement. The Parties agree that this Agreement shall be construed and enforced as the fully integrated expression of their contract with respect to the matters addressed herein. No express or implied covenants not specifically set forth shall be deemed to be a part of this Agreement. The Parties expressly aver that no representations

other than those specifically set forth in this Agreement have been relied upon by either Party to induce it to enter into this Agreement.

11.3 In the event of a material breach of any provision of this Agreement by any party which is not corrected within one year from date of notice of the breach, the non-defaulting party may terminate this Agreement. However, if this Agreement is terminated by District due to a material breach by the Town, the District will not cease water service to the Town until after two years from the written date of the District's written notice of the breach.

11.4 The Parties agree that, in addition to any other remedies allowed by law consistent with this Agreement, the provisions of this Agreement may be specifically enforced in a Court of competent jurisdiction. Venue for any action shall be the District Court in and for Weld County, Colorado.

11.5 In the event the Town wishes to terminate this Agreement, with or without cause, it shall give written notice to the District of such intent in accordance with the notice provisions of this Agreement. Upon the giving of such notice, this Agreement shall terminate five years thereafter. During this five-year period the Town shall be obligated to take and pay for, or in the alternative pay for, a minimum of ten million (10,000,000) gallons annually. Nothing herein shall be construed as limiting the Town's right to take and pay for an amount in excess of ten million (10,000,000) gallons annually during this period, subject only to the peak demand limitations otherwise set forth in this Agreement.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 The District recommends that potable water storage tank facilities be constructed to hold not less than the maximum one day usage of all water sources. The Town agrees to provide one or more potable water storage tank facilities, the location, construction date(s) and size of which shall be at the sole discretion of the Town. It is the intent of this paragraph that such potable water storage tank facilities may be necessary to ensure an adequate and steady supply and pressure for the Town as well as not to create a burden upon the District facilities.

12.2 To the extent it has the legal authority, power, ability and right to do so, the Town agrees to adopt rules and regulations reasonably compatible with those of the District relating to the delivery and use of potable water, so long as and to the extent such are reasonable and not inconsistent or in conflict with the Town's Home Rule Charter, ordinances and policies, as they exist or as they may be amended from time to time. To the extent it has the legal authority, power, ability and right to do so, the Town, for itself and for all of its members or customers who receive water supplied by the District, agrees to abide by all tariffs, rules, and regulations of the District so long as and to the extent such are not inconsistent or in conflict with the Town's Home Rule Charter, ordinances and policies, as they exist or as they may be amended from time to time.

12.3 No later than September 1 of each year, the Town will supply the District with estimates of its projected maximum day and average day needs for following year.

12.4 Nothing in this Agreement shall be interpreted as creating an "Integrated System" within the meaning of the Colorado Primary Drinking Water Regulations, 5 CCR 1003. Each Party owns its own water system and each is a separate and independent system from the other.

12.5 The Parties agrees to maintain all facilities within their respective Water Systems in good repair and to make such replacements as may be necessary to keep the facilities in proper operating condition at all times.

12.6 All Prior Agreements are null and void as of the effective date of this Agreement, it being the intention of the parties that the within Agreement incorporates all or such portions of the Prior Agreements as the parties require.

12.7 The parties shall reasonably assist each other in acquiring any easements and other permits or approvals necessary to accomplish and place into effect this Agreement and for the construction of any necessary facilities.

12.8 The invalidity or un-enforceability of any provision of this Agreement shall not affect or impair any other provision unless material to the performance of either party.

12.9 None of the remedies provided for under this Agreement need to be exhausted or exercised as a prerequisite to either party's pursuit of further relief to which it may be entitled. No Party shall waive its rights hereunder by failing to exercise its rights; any such failure shall not affect the right of such Party to exercise at some future time the rights not previously exercised.

12.10 Except as otherwise provided herein, if either party shall be in default or breach in performance of any term, covenant or condition of this Agreement, the party not in default or breach shall give the defaulting or breaching party prompt written notice of such default or breach. If the default or breach is not cured within thirty (30) days following notice, except as specifically provided in Section 10.2 above, the party not in default or breach may seek remedies provided for herein.

12.11 The waiver by either party of any default or breach of any term, covenant or condition of this Agreement shall not operate as a waiver of any default or breach of any other term, covenant or condition, or subsequent default or breach of the same.

12.12 Neither party may assign or transfer all or any part of this Agreement without the prior written consent of the non-assigning party, although such consent shall not be unreasonably withheld.

12.13 It is expressly understood and agreed that the terms and the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, are strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that no person and/or entity, other than the undersigned Parties, receiving services or benefits under this Agreement shall be deemed any more than an incidental beneficiary only.

12.14 Any notice, demand or request delivered by mail in accordance with this section shall be deemed received seventy-two (72) hours after the same is deposited certified mail, return receipt requested, in any post office or postal box regularly maintained by the United States Postal Service addressed to the District at P. O. Box 56, Lucerne, CO 80646. The addresses may be changed at any time by similar notice. Any notice, demand or request delivered by mail in accordance with this section shall be deemed received seventy-two (72) hours after the same is deposited certified mail, return receipt requested, in any post office or postal box regularly maintained by the United States Postal Service, addressed to the Town Manager, 301 Walnut Street, Windsor, Colorado 80550.

12.15 Neither party shall, by reason of this Agreement, or the use of water thereunder, or otherwise, acquire vested or adverse right or future right, in law or equity, in the water rights owned by the other party. The use, rental or license of water after the expiration of the initial term of this Agreement or under any renewal thereof shall not be deemed to initiate, create or vest any rights, save those herein expressly stated and enumerated.

12.16 There shall be understood between the parties hereto that each party owns its own water system and each is a separate and independent system from the other.

12.17 Neither party waives any defenses and immunities to third parties, which it would otherwise be entitled under the Colorado Governmental Immunity Act.

12.18 To the extent that it has the legal right, power, authority and ability to do so, the Town agrees that until paid, all rates, tolls or charges shall constitute a perpetual lien on and against all property and water facilities and water rights of the Town, and any such lien shall be perfected, enforced and foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics liens. The District may shut off or discontinue service for account delinquencies or other violations of the District's Rules and Regulations, or for other violations of this Agreement.

12.19 No party shall waive its rights hereunder by failing to exercise its rights; any such failure shall not affect the right of such party to exercise at some future time the rights not previously exercised.

12.20 None of the remedies provided for under this Agreement need to be exhausted or exercised as a prerequisite to either party's pursuit of further relief to which it may be entitled.

12.21 Nothing in this Agreement shall be construed as a grant by either party of any exclusive right or privilege.

12.22 This Agreement shall remain in force until terminated by agreement or pursuant to the provisions hereof.

12.23 The Town and the District agree that this Agreement shall be construed and enforced as the fully integrated expression of their contract with respect to the matters addressed herein. No express or implied covenants not specifically set forth shall be deemed to be a part of this Agreement. The parties expressly aver that no representations other than those specifically set forth in this Agreement have been relied upon by either party to induce it to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF WINDSOR, COLORADO

BY: John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

NORTH WELD COUNTY
WATER DISTRICT

By: Chad Adams

ATTEST:

president

By: Gabe Ambrecht

By: Secretary

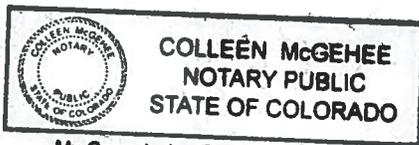
STATE OF COLORADO)

COUNTY OF WELD) ss.
)

The foregoing instrument was acknowledged before me this 20th day of May 2013, by Charles Achziger as President of North Weld County Water District.

WITNESS by hand and official seal.

My commission expires:



Colleen McGehee
Notary Public

STATE OF COLORADO)
My Commission Expires 08/29/2014)
) ss.
COUNTY OF _____)

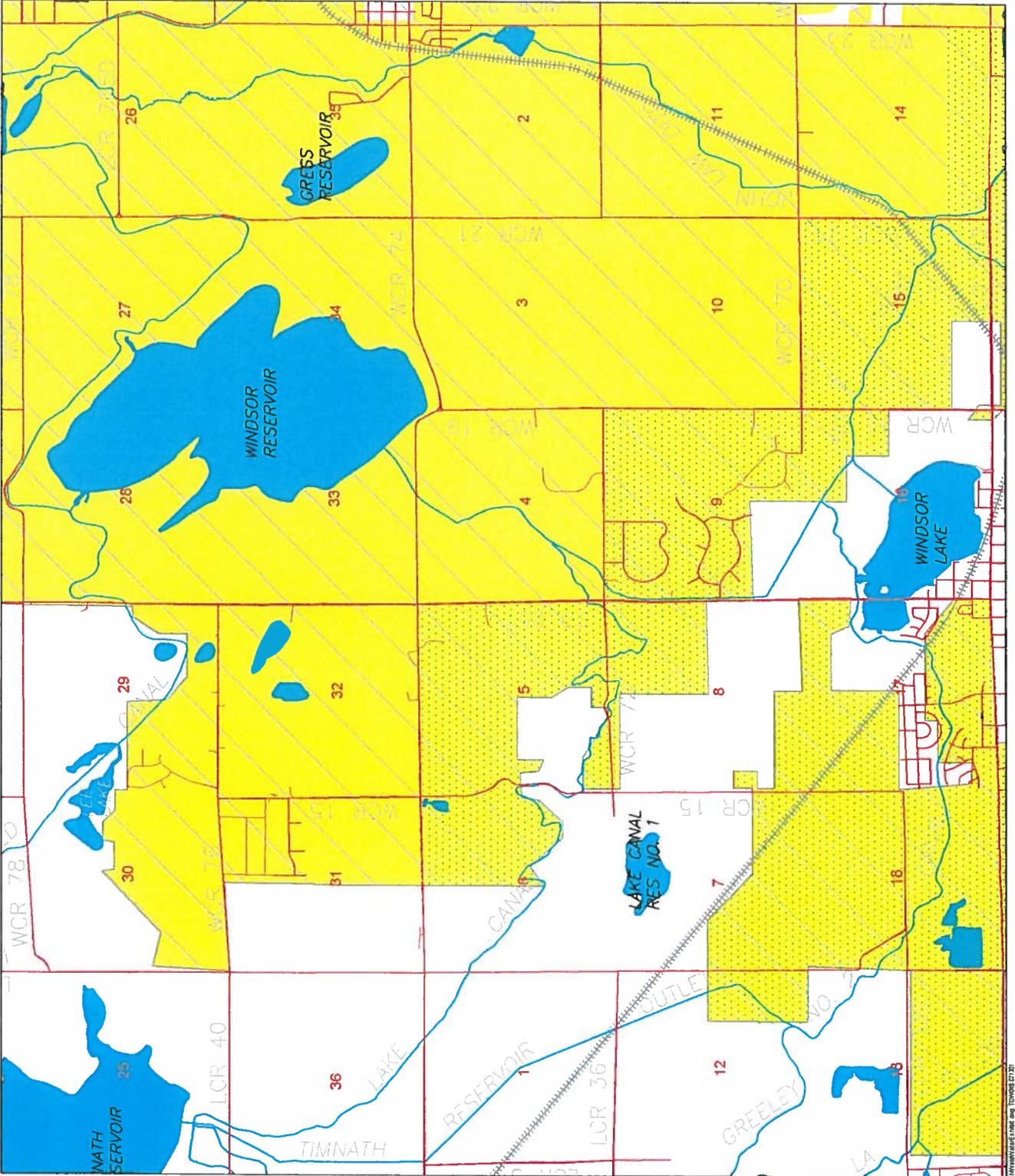
The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____ and _____ as _____ and _____ of _____.

WITNESS by hand and official seal.

My commission expires:

Notary Public

EXHIBIT A WATER SERVICE AREAS



LEGEND

-  Areas within NWCWD as of Jan. 1, 2001
-  Windsor Contract Service Area/
Windsor Service Area



MEMORANDUM

Date: August 12, 2013
To: Mayor and Town Board
Via: Melissa Chew, Director of Parks, Recreation & Culture and Kelly Arnold, Town Manager
From: Wade Willis, Parks and Open Space Manager
Re: Care House SCADA Improvement Easement
Item #: B.4.

Background / Discussion:

As a part of the 2013 SCADA improvements to the Kern System an automated gate was installed at the irrigation splitter box west of the CARE Housing Units between Chestnut Street and Garden Drive. CARE Housing representatives have agreed to allow a trench for electric service through their site for the new structure. The Town Attorney has recommended that this facility be memorialized in a Utilities Easement, a copy of which is attached to this Memorandum. This Utilities Easement is the formal recognition of the location and purpose of the utility service to the nearby SCADA facility.

Financial impact:

None. CARE Housing did not require a fee for the easement.

Recommendation:

Adopt attached Resolution Approving and Accepting a Utilities Easement from CARE Housing to the Town of Windsor, Colorado. Simple majority required.

Attachments:

- a. Resolution No. 2013-46
- b. July 18, 2013, Utilities Easement

TOWN OF WINDSOR, COLORADO

RESOLUTION NO. 2013-46

A RESOLUTION APPROVING AND ACCEPTING A UTILITIES EASEMENT FROM CARE HOUSING/COTTONWOOD HOLDINGS, LLP, IN FAVOR OF 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 is the sole owner of all share of stock in the Kern Reservoir and Ditch Company (“Kern”); and

WHEREAS, the Kern is required to establish and maintain a system of irrigation water measuring devices, supported by an extensive network of Supervisory Control and Data Acquisition (“SCADA”) facilities throughout the Town; and

WHEREAS, the Parks, Recreation and Culture Department’s 2013 Kern projects list included the establishment of a SCADA-supported measuring device in the vicinity of Chestnut Street and Garden Drive in Windsor; and

WHEREAS, an existing power pole was made available by CARE Housing/Cottonwood Holdings, LLP, from which electric power can be supplied to the SCADA unit; and

WHEREAS, in order to memorialize the purpose and location of electrical utility facilities serving the Town’s SCADA unit, the Town and CARE Housing/Cottonwood Holdings, LLP, negotiated the attached Utilities Easement; and

WHEREAS, the Town Board has reviewed the attached Utilities Easement and has concluded that its approval and acceptance is in the public interest.

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

Section 1. The attached Utilities Easement dated July 18, 2013, incorporated herein by this reference as if set forth fully, is hereby approved and accepted.

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

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 12th day of August, 2013.

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Upon recording return to:
Town of Windsor, Colorado
301 Walnut Street
Windsor, CO 80550

UTILITIES EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, CARE HOUSING/COTTONWOOD HOLDINGS LLLP, a Colorado limited liability limited partnership (“Grantor”), for valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby dedicate, grant, transfer and convey to the TOWN OF WINDSOR, COLORADO, a Colorado home rule municipal corporation (“Town”), a perpetual non-exclusive utilities easement to construct Utility Systems over, across, under, along and within the real property located in Weld County, Colorado as described in the legal description and sketch depiction attached hereto as Exhibit A (“Property”), which is incorporated herein by this reference, and to repair, replace, relocate, inspect, operate and maintain said Utility Systems. “Utility Systems” shall include below ground wires, lines, cables and other equipment, appurtenances and structures associated with the transmission of electrical services to the Town’s SCADA facility.

Town shall not without the prior written consent of the Grantor, which consent may be withheld by Grantor in its sole and absolute discretion: (i) install or build any improvements upon the Property except for the Utility Systems; or (ii) construct any permanent above ground Utility Systems.

In the event that any ground surface or improvements are damaged or disturbed by Town’s use of the Property, Town shall immediately restore such ground surface and improvements to their prior condition. Grantor, at its sole expense and in its sole and absolute discretion, may relocate the Utility Systems.

Town agrees to maintain, at its sole cost and expense, the Utility Systems, in accordance with this Easement Agreement and in a safe, clean and operable manner at all times. Town shall not be permitted to erect any fence or other barrier within or across any portion of the Property that would prevent or obstruct passage of vehicular or pedestrian traffic.

Town hereby releases and holds harmless Grantor from and against any and all claims, demands, fines, costs and liabilities, including attorney fees, as a result of Town’s performance or non-performance of its obligations under this Easement Agreement including, but not limited to, any acts or omissions by Town related to this Easement Agreement and use of the Property.

Subject to the provisions of this Easement Agreement, acceptance of this conveyance by the Town shall not impose upon the Town any obligation for installation, improvement or maintenance of the Property, which obligation shall arise, if at all, by separate action of the Town Board of the Town.

ACCEPTANCE

The Town of Windsor hereby accepts the above Deed of Dedication for Utilities Easement for municipal purposes as defined herein.

Dated this ____ day of _____, 2013.

TOWN OF WINDSOR, COLORADO
a Colorado municipality

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

APPROVED AS TO FORM:

Ian D. McCargar, Town Attorney

PROPERTY DESCRIPTION

10' Utility Easement

A strip of land, 10.00 feet in width for easement purposes, being a part of Lot One (1), Block One (1), Windsor Townhomes P.U.D. recorded February 8, 1984 as Book 1020 at Reception No. 1955602 of the Records of Weld County Recorder, located in the East Half (E1/2) of Section Twenty-one (21), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Windsor, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 1 and assuming the West line of said Lot 1 as bearing North 08°16'47" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 349.91 feet with all other bearings contained herein relative thereto;

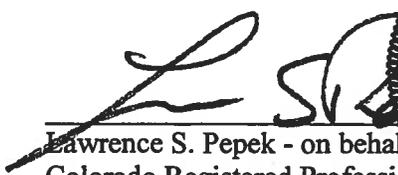
THENCE North 08°16'47" West along said West line a distance of 216.38 feet;
THENCE North 81°42'38" East a distance of 3.69 feet to the **POINT OF BEGINNING**;

THENCE North 13°27'11" East a distance of 21.23 feet;
THENCE North 03°21'58" West a distance of 33.57 feet;
THENCE North 24°01'21" East a distance of 46.90 feet;
THENCE North 64°38'11" East a distance of 17.33 feet;
THENCE South 81°23'00" East a distance of 50.00 feet;
THENCE South 08°37'00" West a distance of 10.00 feet;
THENCE North 81°23'00" West a distance of 46.94 feet;
THENCE South 64°38'11" West a distance of 10.57 feet;
THENCE South 24°01'21" West a distance of 40.76 feet;
THENCE South 03°21'58" East a distance of 32.61 feet;
THENCE South 13°27'11" West a distance of 22.71 feet;
THENCE North 76°32'49" West a distance of 10.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 1,613 Square Feet or 0.037 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

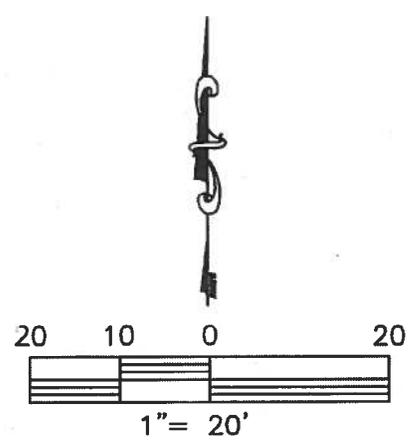
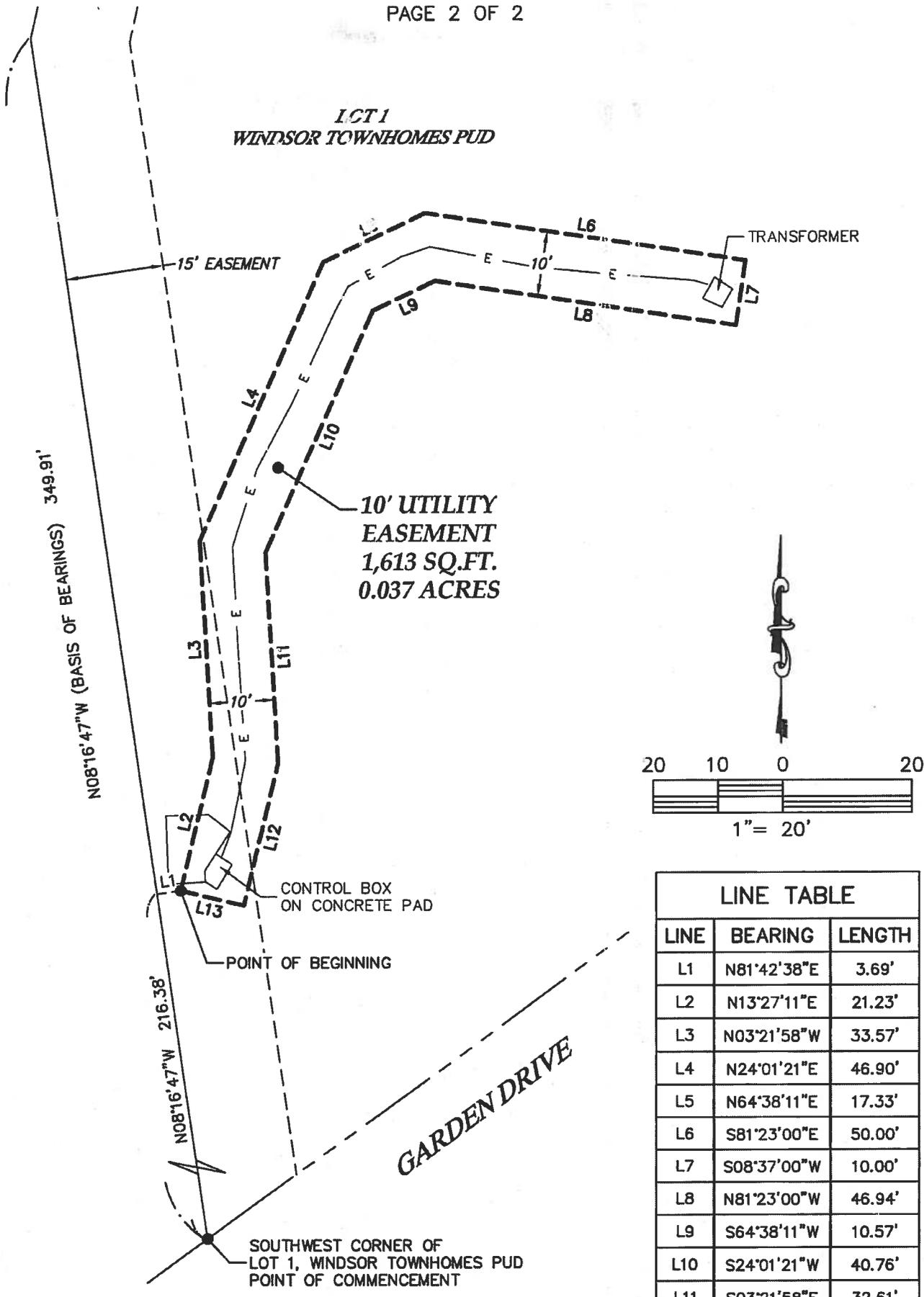
SURVEYORS STATEMENT

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



LINE TABLE		
LINE	BEARING	LENGTH
L1	N81°42'38"E	3.69'
L2	N13°27'11"E	21.23'
L3	N03°21'58"W	33.57'
L4	N24°01'21"E	46.90'
L5	N64°38'11"E	17.33'
L6	S81°23'00"E	50.00'
L7	S08°37'00"W	10.00'
L8	N81°23'00"W	46.94'
L9	S64°38'11"W	10.57'
L10	S24°01'21"W	40.76'
L11	S03°21'58"E	32.61'
L12	S13°27'11"W	22.71'
L13	N76°32'49"W	10.00'



Lawrence S. Pepek - On Staff of King Surveyors, Inc.
 Colorado Registered Professional Land Surveyor #33642
 4-15-2013

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: 2013213
DATE: 4/15/2013
CLIENT: TOWN OF WINDSOR
DWG: 2013213EXH
DRAWN: CSK CHECKED: LSP



MEMORANDUM

Date: August 12, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk
Re: Advisory Board Appointments
Item #: B.5.

Background / Discussion:

Town Board Members conducted advisory board interviews on Friday, August 9, 2013 and provided a recommendation of the following appointments:

Poudre Trail Board

Bill Hertneky – 1 vacated term expiring June, 2016

Parks, Recreation & Culture

Ken Bennett – 1 term expiring September, 2017

Financial Impact:

None.

Relationship to Strategic Plan:

1.C.

Recommendation:

Approve the recommended appointments.

Attachments:

Applications of those being recommended for appointment.

7/23/13

Parks Recreation and Culture Board App of Ken Bennett.txt

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: Park, Recreation and Culture.

Name: Ken Bennett

Address: 299 Columbus Street, Windsor, CO 80550

Day Phone: 970 310-9055 Night Phone: 970 310-9055

E-Mail Address: ken.bennett29@gmail.com

How long have you been a resident in Windsor? 11 months

Current Occupation: semi-retired Employer: part-time consultant with Fleet Street Group, Government Affairs firm.

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

Not in Windsor. Past board member for the Colorado Institute for Leadership Training.

Why do you want to be a member of this particular board or commission?

I want to be a contributing member and provide some service to our community. The community atmosphere including the parks, the landscaping, recreation facilities and activities for all ages was a factor in us choosing to move to Windsor.

Briefly explain what you believe are the two most important issues facing this board or commission, and

Parks Recreation and Culture Board App of Ken Bennett.txt
how do you believe this board or commission should address each issue?

Keeping in mind that I am still fairly new to Windsor:

1) Expansion of the Community Recreation Center, maintaining existing facilities and activities.

I am a believe in gathering input from a variety of sources before making recommendation; evaluating and anticipating on-going budget needs.

2) Coordination with other governments and agencies.

Developing and maintaining communication links for regional projects such as the Poudre River Trail, open spaces (conservation easements can be a great tool if done properly), anticipating future demographics, and again seeking input from various neighborhoods in Windsor and keeping informed of regional needs and plans.

♀

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

As a former school district administrator and former principal, I have a history of working with people and groups. Professionally I was an athletic director early in my career and had a small role in cultural and recreational activities throughout the Thompson School District. Personally I enjoy playing tennis and now riding bike on the Poudre River Trail. My wife is a past president of the Johnstown Historical Society, so we are very much in turn to honoring local culture and community history.

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

No, but I am planning on attending the August 6th meeting although I may have a work conflict that evening

I have been reading the minutes of past meetings.

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:

I am also applying to the Tree Board. Maybe other boards as I become more familiar with the community.

Parks Recreation and Culture Board App of Ken Bennett.txt

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:

Ken Bennnett, July 23, 2013

♀

Rec'd 7/5/13



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: POUDRE TRAIL BOARD

Name: BILL HERTNEKY

Address: 319 HABITAT COVE, WINDSOR, CO. 80550

Day Phone: 970-396-2907 Night Phone: _____

E-Mail Address: bhertneky56@gmail.com

How long have you been a resident in Windsor? since 2001

Current Occupation: retired banker Employer: _____

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? _____

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) continued progress on goal of the Poudre Trail connecting Greeley to Fort Collins. This will require addl. fundraising, negotiating with land owners, & finding a good solution for crossing I-25.
- 2) coordinating management of the Poudre Trail with the several other existing & proposed trail systems in Weld & Larimer Counties.

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

My wife and I are frequent users of the Poudre Trail in Windsor, so this is of particular interest to us.

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: I have visited with existing board members.

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: _____

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: 7/3/13



MEMORANDUM

Date: August 12, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Amy Porter, Special Events Coordinator
Re: Short form grant application - Reflections for Youth
Item #: 1

Background / Discussion:

Reflection for Youth is a non-profit organization based in Northern Colorado that offers safe homes and education to teens in crisis. Their goal is to reunify families through therapy and help give teens a second chance at a successful life. The organization will be hosting the 5th Annual Benefit Doubles Disc Golf Tournament to be held on September 21, 2013 at the Eastman Park Oxbow Disc Golf Course.

The grant program is to support organizations that enhance the quality of life in Windsor; this includes groups that provide programs or services in areas such as arts and culture, health and human services, education, and amateur sports. The funding is to be based on services and programs that are need-based, nondiscriminatory, and provided to the citizens of Windsor. The short form grant application is for requests less than \$1,000.

Financial Impact:

Reflections for Youth would like to invite the Town of Windsor to participate as a sponsor at the Premier Level (\$400).

Relationship to Strategic Plan:

1.B. & 1.F.

Recommendation:

For Town Board discussion and direction to staff.

Attachments:

Short form grant application



Short Form Grant Application

ORGANIZATION NAME: Reflections for Youth
MAILING ADDRESS: 1001 S. Lincoln Ave. #190, Loveland, CO 80537
PHYSICAL ADDRESS: same as above
ORGANIZATION DIRECTOR/PRESIDENT: Jeff Johnson
GRANT CONTACT: Karen Farley
DAYTIME PHONE: 970-344-1380 x220 CELL PHONE: 804-855-4764
FAX: 970-344-1394 EMAIL: Karen@reflectionsforyouth.org
WEBSITE ADDRESS: www.reflectionsforyouth.org
FEDERAL IDENTIFICATION NUMBER: 20-1514288
IS THE ORGANIZATION TAX EXEMPT UNDER THE PROVISIONS OF SECTION 501(c)(3) OF THE INTERNAL REVENUE CODE? Yes

PURPOSE OF GRANT:

- Agency Support as a whole
Marketing Support
Special Program or Projects
Capital Expenditure
Seed, start-up or development costs
Technical assistance

TYPE OF AGENCY:

- Arts & Culture
Health & Human Services
Education
Environment
Sports/Recreation
Other:

AMOUNT OF REQUEST: \$400 FISCAL YEAR END: 6/31/2013

BRIEF DESCRIPTION OF REQUEST:

Reflections for Youth is a non-profit organization based in Northern Colorado that offers safe homes and education for teens in crisis. Our goal is to reunify families through therapy and help give teens a second chance at a successful life. We are hosting our 5th Annual Benefit Doubles Disc Golf Tournament to be held September 21st, 2013. Last year, we chose to move the event to a more centralized location based on the families we serve so that they may be involved. Oxbow Disc Golf Course on Windsor's beautiful south side proved to be the perfect location, and we are prepared for another sold-out event! We would like to request sponsorship from the Town of Windsor at the Premier Level (\$400). The positive impact of this event is great on the youth in our agency. We would love your support in continuing to make this event a huge success!

2012 Actual Revenues: \$2,402,609
2013 Budgeted Revenues: \$2,422,000

2012 Actual Expenses: \$2,299,368
2013 Budgeted Expenses: \$2,354,000

Signature, Director/President

Date 5/7/13

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO
CERTIFICATE OF REGISTRATION

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

REFLECTIONS FOR YOUTH, INC.

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20083004628.

The status of its registration is **GOOD**, and this status has been in effect since 11/20/2012.

The organization's registration is or was due to be renewed by 05/15/2013.

Registrations in good or delinquent status remain valid until the registration becomes suspended or revoked. An organization whose registration has been suspended is prohibited by law from soliciting contributions, providing consulting services in connection with a solicitation campaign, or conducting a solicitation campaign in Colorado.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 05/10/2013.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 05-10-2013 13:59:53



A handwritten signature in blue ink, appearing to read "Scott Gessler".

Secretary of State of the State of Colorado



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248323016
Dec. 01, 2011 LTR 4168C E0
20-1514288 000000 00

00027105
BODC: TE

REFLECTIONS FOR YOUTH INC
% JEFFREY J JOHNSON
PO BOX 1860
BERTHOUD CO 80513-1860



035613

Employer Identification Number: 20-1514288
Person to Contact: Yvette Davis
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Nov. 21, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in July 2006.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



MEMORANDUM

Date: August 12, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk/Assistant to the Town Manager
Re: Windsor Downtown Development Authority Special Event Partnership Request
Item #: C.2.

Background / Discussion:

The Windsor Downtown Development Authority (DDA) will be holding "Salsa on 5th Street" on September 14, 2013 from 5:30 to 7:30 p.m. The location of the event is 5th Street, north of Main and the set up will be similar to the Swing in the Street which was hosted by the Town of Windsor on August 8. This is anticipated to be the signature event hosted by the DDA on a yearly basis. Event highlights for 2013 include:

- Live band & salsa dancers on site
- Salsa dancing contest
- Salsa tasting contest
- Sponsorship by Taco John's (\$1,500) and food samples/marketing materials
- Local restaurants can participate and provide food samples/marketing materials
- Mantooth Marketing Company is working with the DDA to coordinate the event and the PR component

This event is anticipated to bring between 300-500 people to the Windsor area and will hopefully grow each year. The DDA is requesting approval of the Event Sponsorship Package by the Town Board which includes items such as use of the show stage, barricades & cones, and message board.

Financial Impact:

The sponsorship package is valued at \$1,750 per day and is considered an in-kind contribution.

Relationship to Strategic Plan:

1.F. and 2.A.

Attachments:

Special event application
Event sponsorship package information



Town of Windsor
Town Hall
301 Walnut Street
Windsor, CO 80550
Phone: 970-674-2400 | Fax: 970-686-7180
www.windsorgov.com

SPECIAL EVENT APPLICATION

PUBLIC EVENTS MUST COMPLY WITH THE SPECIAL EVENT REQUIREMENTS.

Today's Date: 8/7/2013

PARK LOCATION REQUESTED: _____

- Park: _____
- Street: 5th Street, north of Main
- Sidewalk _____
- Trail _____
- Other: _____

Date(s) Requested: September 14, 2013 Circle Day of the Week: M T W TH F SA SU

Set-up Date/Time Requested: Beginning: 1:30 (a.m. p.m.) Ending: 8:30 (a.m. p.m.)

Actual Event Date/Time Requested: Beginning 5:30 (a.m. p.m.) Ending 7:30 (a.m. p.m.)

Event Name: Salsa on Fifth

Organizer Name: Patti Garcia

Organizer Address: 301 Walnut Street

City: Windsor State: CO Zip Code: 80550

Day Phone: 970 674 2404 Evening Phone: 970 531 6071 Cell Phone: 970 531 6071

Email: pgarcia@windsorgov.com

Contact Person on Call during Event: Isis Diloreti

Contact's cell phone number: 303 667 3647

Approximate Number Attendees: 500 Approximate Number of Staff 4

Event Components

Please mark all items that apply to your event and provide details (* Insurance Required)

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Alcohol* | <input checked="" type="checkbox"/> Dance or Drama | <input type="checkbox"/> Fireworks* | <input type="checkbox"/> Satellite |
| <input checked="" type="checkbox"/> Amplified Sound | <input type="checkbox"/> Drawing or Raffle | <input checked="" type="checkbox"/> Food | <input type="checkbox"/> Sporting Event |
| <input type="checkbox"/> Animals* | <input type="checkbox"/> Dunk Tanks* | <input type="checkbox"/> Distribution/Sales | <input checked="" type="checkbox"/> Stage* |
| <input type="checkbox"/> Bicycling | <input checked="" type="checkbox"/> Electricity/Generator | <input type="checkbox"/> Helium Balloons | <input type="checkbox"/> Stakes (longer than 12") |
| <input type="checkbox"/> Bleachers | <input type="checkbox"/> Entertainers (clowns, etc.) | <input type="checkbox"/> Marching Bands | <input type="checkbox"/> Tables/Chairs |
| <input type="checkbox"/> Boats* | <input type="checkbox"/> Exhibits or Displays | <input type="checkbox"/> Parade Floats | <input type="checkbox"/> Tents |
| <input type="checkbox"/> Carnival Rides* | <input type="checkbox"/> Fencing/Scaffolding | <input type="checkbox"/> Public Address System | <input type="checkbox"/> Theater |
| <input type="checkbox"/> Caterer | <input type="checkbox"/> Festival | <input type="checkbox"/> Rally/Protest | <input type="checkbox"/> Vehicles* |
| <input type="checkbox"/> Company Picnic | <input type="checkbox"/> Filming – Video | <input type="checkbox"/> Parking/Shuttle | <input checked="" type="checkbox"/> Vendors - <i>would not be selling items providing samples of food</i> |
| <input checked="" type="checkbox"/> Concert/Live Music | <input type="checkbox"/> Filming – Photography | <input type="checkbox"/> Race (timed event) | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Cooking/Barbeque | <input type="checkbox"/> Inflatable Toys (i.e. bounce house)* | <input type="checkbox"/> Run (non-timed event) | _____ |

1. Is this event public or private (invitation only)? Public
2. Will there be an admission fee charged for this event? Yes No
3. Will vendors be selling any items? Yes No If yes, what is being sold? DDA selling bottled water
A Colorado state sales tax license and a Town of Windsor special event sales tax license are required.
4. Will there be amplified sound at your event? Yes No
Please note: Event organizer must abide by the Town of Windsor Noise Ordinance.
5. Will there be food vendors and/or catering at the event? Yes No
Food vendors must have a Temporary Retail Food Establishment license or a Mobile Retail Food License from the Weld County Department of Public Health and Environment.

Name & Contact Information of Caterer: vendors will provide samples of food

6. Will you have tents? Yes No Any tents larger than 20x30? Yes No
If yes, a tent permit is required by the Fire Department.
7. Will there be stakes longer than 12"? Yes No
If you plan to use ground stakes 12" or longer in any park, line locates will be required, so the irrigation systems are not damaged.
8. I anticipate the need for vehicle access to allow for set-up and take down: Yes No Time _____
 (Vehicle access includes the gates opened for limited vehicles to drive in closest to event site for loading and unloading only, access not available in all park areas.) *Stage PUTTERS Trash Vendors*
9. Will additional security be hired? Yes No

Name and Contact information _____

10. Will additional Medical Services be hired? Yes No

If Yes, name and contact information _____

If No, someone on staff must be CPR certified must be on site.

Name and contact information of this person Josh Olhava - 614 512 3204

11. Will you be bringing in portable toilets Yes No How Many 4?

Please indicate placement on site map

Name of company providing these facilities SB PortaBowl

When will the facilities be delivered? September 13 2013

When will the facilities be picked up? September 16 2013

12. Will you be notifying neighborhoods of event? Yes No

Electronic message boards, local media
How _____

13. Will you be putting up sign, banners, or other temporary advertising in any place other than in the park?
Yes No

If yes, a temporary sign permit is required. Please submit with application.

14. Will alcohol be served at your event? Yes No

If yes, a special event alcohol permit application must be submitted with this application including the fee.

Who will be serving alcohol: _____

Have they applied for the special events liquor license: Yes: No:

15. Will you require any streets to be closed? Yes No

If yes, please submit the special event street closure notification form with this application.

Who will be responsible for closure and barricades of streets: Town of Windsor

16. Will your event include a parade or race? Yes No

If yes, please submit the parade/race application with this application.

Do you need street closure for the parade or race? Yes No

Who will be responsible for closure and barricades of street: _____

17. Will you be using the show stage? Yes No

If yes, please submit the show stage application.



Event Sponsorship Package

All events requesting the Town of Windsor to sponsor their event will be given the following items in return for sponsorship. Any request above and beyond these inclusions will need to be presented and approved by Town Board. Please use the Special Event Additional Resources Request form for any additional requests.

1. No Charge for town park rental(s)- value of \$200/day
2. Use of designated park garbage cans (event organizer must supply staff to empty the garbage cans)- value of \$100/day
3. Use of designated park recycle cans (event organizer must supply staff to empty the recycle cans)- value of \$100/day
4. Use of existing town dumpster located near designated park – Additional dumpsters may be needed based on park guidelines. Additional dumpsters are the organizers costs- value of \$150/day.
5. Use of show stage at no charge including staff set-up and take down (based on availability)- value of \$400/day
6. Street closure barricades/cones and town staff to set-up barricades/cones, if necessary value of \$150/day
7. Use of Town picnic tables at available site – value of \$75/day
8. Town staff to maintain the park restrooms facilities during event. Additional portable restroom units recommended by the International Portable Sanitation Association if required at the event are the organizers costs. – value of \$100/day
9. Use of available power pedestals and power cords during event including set up and tear down by qualified staff (up to 7 power pedestals, based on availability)- value of \$350/day
10. Use of Electrical Marquee sign on east and west entrance into Windsor on 392 (based on availability)- value of \$125/day

Total Value- \$1750/day

In return for event sponsorship, the approved Town of Windsor logo is required to be present on all marketing material, flyers, newspaper ads, press releases and mentioned in any and all radio advertisements and TV stories or advertisements.



MEMORANDUM

Date: August 12, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Josh Olhava, Associate Planner
Subject: Summary of the 2013 Northeast Colorado Regional Historic Preservation
Commissioner Forum
Location: First United Methodist Church of Windsor
Item #s: D.2

Summary:

On Friday, August 2nd, the Historic Preservation Commission hosted the 2013 Northeast Colorado Regional Historic Preservation Commissioner Forum at the First United Methodist Church of Windsor. The First United Methodist Church was built in 1914 and is listed on the National Register of Historic Places. There were over 20 preservation commissioners and staff from around the region in attendance, as well as representatives from the State Historic Preservation Office.

These forums have allowed commissioners and staff from around the region to network and discuss issues they have had with historic preservation in their jurisdictions during the past year. They then discuss strategies and projects they have completed and are working on that are benefiting preservation awareness and protection of local historic resources. During and after the forum, the State provides jurisdictions with technical guidance and assistance by sharing information on workshops and training opportunities, as well as grants, tax incentives and resources that are available for Certified Local Governments and local preservation efforts.

The Historic Preservation Commission and staff learned about local efforts from surrounding jurisdictions including Morgan County, Brush, Greeley, Loveland and Fort Collins. Windsor closed out the afternoon forum by first discussing how the past year has seen a turnover in both commission membership and Town staff, which has brought new and exciting ideas and energy into the preservation efforts of the Town. The commission expressed how one of their primary goals is working on community education and awareness for historic preservation and its benefits for a community. The commission discussed how they are working on issues that have repeatedly come up during past forums, as well as new research, projects and educational efforts that are currently underway and planned for the next year.

The Town received positive feedback and invitations for future discussions on these and other initiatives during informal discussions with neighboring colleagues after the forum ended. Overall the commission and staff felt this was a great event and opportunity to network, share ideas and receive feedback from surrounding jurisdictions and State representatives.

Century III
BALANCE SHEET - UNAUDITED

June, 2013
Cumulative

Balance Sheet Full Detail
Fiscal Year - December

ASSETS

Cash

81-0-000-1120.000 Cash In Bank-Operations x8752	98,284.79
81-0-000-1120.001 Cash-Owner Reserve x3585	109,490.74
81-0-000-1120.002 Petty Cash	116.27
81-0-000-1120.003 Owner Reserve Withdrawals	0.00
Total Cash	207,891.80

Accounts & Notes Receivable

81-0-000-1130.000 A/R-Tenants	744.00
81-0-000-1130.001 A/R-Vacant Units	0.00
81-0-000-1140.000 A/R-USDA	0.00
81-0-000-1141.000 AR-WHA	0.00
Total Accounts & Notes Receivable	744.00

Restricted Deposits

81-0-000-1191.000 Tenant Deposits Held in Trust	13,995.69
81-0-000-1191.001 Tenant Deposits Held in Trust-BOC CD	13,906.34
81-0-000-1330.000 Rsv for Replacement-USDA	107,636.87
81-0-000-1330.001 Draws Rsv for Replacement-USDA	0.00
81-0-000-1330.002 Deposits Res for Rep -USDA	40,781.45
81-0-000-1340.000 Rsv for Replacement-Signature Bank CD	100,036.08
Total Restricted Deposits	276,356.43

Inventory and Prepays

81-0-000-1200.010 Prepaid Misc Exp	0.00
81-0-000-1200.030 Prepaid Insurance	965.58
81-0-000-1200.040 Prepaid Workers Comp Insurance	276.00
Total Inventory and Prepays	1,241.58

Total Current Assets 486,233.81

Property Plant & Equipment

81-0-000-1410.000 Land	146,051.00
81-0-000-1420.000 Buildings	2,376,895.87
81-0-000-1460.000 Furnishings & Equipment	10,891.45
Total Property Plant & Equip	2,533,838.32

Intangible Assets

Total Intangible Assets 0.00

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Century III
BALANCE SHEET - UNAUDITED

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June, 2013

	Cumulative
Accum Depreciation & Amortization	
81-0-000-1495.020 Accum Depr-Bldg	-1,132,637.12
Total Accumulated Depr & Amort	-1,132,637.12
Net Fixed Assets	1,401,201.20
TOTAL ASSETS	1,887,435.01

June, 2013
Cumulative

LIABILITIES

Accounts Payable

81-0-000-2110.000 A/P-Operation	17,298.96
81-0-000-2110.010 A/P-Vendors	0.00
81-0-000-2110.020 A/P-Windsor	0.00
81-0-000-2131.000 Accrued Interest Payable	2,098.58
81-0-000-2170.000 Mortgage Payable-Current (First)	11,525.47
81-0-000-2170.001 Current Mortgage for current year	0.00
Total Accounts Payable	30,923.01

Accrued Liabilities

81-0-000-2120.000 Accrued Payroll	2,441.32
81-0-000-2120.010 Old Age & Medicare Taxes	0.00
81-0-000-2120.020 Federal w/h Tax Liability	0.00
81-0-000-2120.030 State w/h Tax Liability	0.00
81-0-000-2120.035 Wokman's Comp Payable	0.00
81-0-000-2120.060 SEP Payable	0.00
81-0-000-2120.070 Accrued Mgt Services	995.82
81-0-000-2150.000 Accrued Audit Fee	4,875.02
Total Accrued Liabilities	8,312.16

Prepays, Escrows and Deposits

81-0-000-2191.000 Tenant Deposits Held in Trust	27,643.35
81-0-000-2191.010 Tenant Deposit Liab Interest	0.69
81-0-000-2210.000 Prepaid Revenue	5,507.15
Total Prepays, Escrows and Deposits	33,151.19

Long Term Liabilities

81-0-000-2320.000 Mortgage-USDA loan 5	502,226.30
81-0-000-2320.010 Mortgage-USDA loan 4	157,477.30
81-0-000-2320.020 Mortgage-USDA loan 3	146,199.45
Total Long Term Liabilities	805,903.05

TOTAL LIABILITIES

878,289.41

SURPLUS

Net Income	6,111.83
81-0-000-3210.000 Earned Surplus	808,283.77
81-0-000-3210.010 Contributions-Windsor	15,000.00
81-0-000-3210.020 Contributions-Colorado	13,350.00
81-0-000-3210.300 Reserve Acct Fund Bal	166,400.00
Total Surplus	1,009,145.60

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Century III
BALANCE SHEET - UNAUDITED

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June, 2013
Cumulative

TOTAL LIABILITIES & SURPLUS	1,887,435.01
Proof	0.00

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**Century III
 OPERATING STATEMENT-UNAUDITED**

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June, 2013

Fiscal Year December	Current Period Actuals	Current Period Budget	Current Year Actuals	Year To Date Budget	Full Year Budget	Budget - YTD Variance %
OPERATING INCOME						
Rental Income						
81-1-000-5120.000 Rental Income	25,380.00	34,680.00	147,645.63	208,080.00	416,160.00	-29.04%
81-1-000-5120.010 Rental Income-Sec 8	1,826.00	0.00	10,938.00	0.00	0.00	0.00%
81-1-000-5120.020 Rental Income-USDA	8,938.00	0.00	52,831.00	0.00	0.00	0.00%
81-1-000-5220.000 Vacancy Loss	0.00	-416.67	-1,125.88	-2,500.02	-5,000.00	-54.97%
Total Rental Income	36,144.00	34,263.33	210,288.75	205,579.98	411,160.00	2.29%
Other Income						
81-1-000-5410.000 Interest Income	2.55	0.00	17.22	0.00	0.00	0.00%
81-1-000-5410.001 Interest Income-Reserve	2.28	104.17	235.79	625.02	1,250.00	-62.27%
81-1-000-5910.000 Service Income-Laundry	0.00	20.83	39.00	124.98	250.00	-68.80%
81-1-000-5930.000 Tenant Charge-Maint	0.00	41.67	0.00	250.02	500.00	-100.00%
81-1-000-5980.001 USDA Int Subsidy	3,562.95	3,562.92	21,377.70	21,377.52	42,755.00	0.00%
81-1-000-5990.000 Miscellaneous Income	0.00	0.00	125.00	0.00	0.00	0.00%
Total Other Income	3,567.78	3,729.59	21,794.71	22,377.54	44,755.00	-2.60%
TOTAL OPERATING INCOME	39,711.78	37,992.92	232,083.46	227,957.52	455,915.00	1.81%

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Century III
OPERATING STATEMENT-UNAUDITED

June, 2013

	Current Period Actuals	Current Period Budget	Current Year Actuals	Year To Date Budget	Full Year Budget	Budget - YTD Variance %
OPERATING EXPENSE						
Administration						
81-1-000-6310.011 Housing-Contract	2,259.92	2,333.33	10,975.26	13,999.98	28,000.00	-21.61%
81-1-000-6310.030 Special Projects	100.00	0.00	100.00	0.00	0.00	0.00%
81-1-000-6311.000 Office Expense	0.00	166.67	683.01	1,000.02	2,000.00	-31.70%
81-1-000-6311.010 Telephone Expense	234.74	264.25	1,285.63	1,585.50	3,171.00	-18.91%
81-1-000-6320.000 Management Fees	2,979.10	2,398.42	14,903.69	14,390.52	28,781.00	3.57%
81-1-000-6320.028 Mgt Services -Acct,Housing,Maint	962.50	962.50	5,775.00	5,775.00	11,550.00	0.00%
81-1-000-6340.000 Legal Expense	0.00	41.67	0.00	250.02	500.00	-100.00%
81-1-000-6350.000 Audit Fees	645.83	645.83	3,874.98	3,874.98	7,750.00	0.00%
81-1-000-6390.000 Miscellaneous Exp	0.00	25.00	0.00	150.00	300.00	-100.00%
81-1-000-6390.010 Publications, Dues & Sub	0.00	16.67	100.00	100.02	200.00	-0.02%
81-1-000-6390.030 Contract Labor	0.00	20.83	46.18	124.98	250.00	-63.05%
81-1-000-6390.040 Travel & Training-Staff	565.57	416.67	2,863.80	2,500.02	5,000.00	14.55%
81-1-000-6390.080 Bank Charges/Costs	102.27	116.67	674.80	700.02	1,400.00	-3.60%
81-1-000-6390.200 Office Equipment	75.00	0.00	75.00	0.00	0.00	0.00%
Total Administration	7,924.93	7,408.51	41,357.35	44,451.06	88,902.00	-6.96%
Tenant Services						
81-1-000-6210.000 Advertising & Marketing	0.00	20.83	0.00	124.98	250.00	-100.00%
81-1-000-6250.010 Tenant Renting Expenses	8.76	208.33	344.39	1,249.98	2,500.00	-72.45%
Total Tenant Services	8.76	229.16	344.39	1,374.96	2,750.00	-74.95%
Utilites						
81-1-000-6450.000 Electricity	3,933.85	2,239.83	15,812.81	13,438.98	26,878.00	17.66%
81-1-000-6451.000 Water	2,614.93	2,006.00	8,364.88	12,036.00	24,072.00	-30.50%
81-1-000-6452.000 Natural Gas	877.15	2,449.33	13,212.82	14,695.98	29,392.00	-10.09%
81-1-000-6453.000 Sewer	1,460.00	1,755.00	8,874.66	10,530.00	21,060.00	-15.72%
81-1-000-6455.000 Utilities-Other	100.49	66.67	488.28	400.02	800.00	22.06%
Total Utilities	8,986.42	8,516.83	46,753.45	51,100.98	102,202.00	-8.51%
General Maintenance						
81-1-000-6515.000 Supplies & Materials	634.02	1,333.33	4,786.86	7,999.98	16,000.00	-40.16%
81-1-000-6515.010 Appliance Parts	0.00	50.00	165.49	300.00	600.00	-44.84%
81-1-000-6515.020 Roads & Grounds Supplies	0.00	250.00	0.00	1,500.00	3,000.00	-100.00%
81-1-000-6515.030 Decorating Supplies	0.00	125.00	0.00	750.00	1,500.00	-100.00%
81-1-000-6515.040 Cleaning Supplies-Maint	0.00	125.00	0.00	750.00	1,500.00	-100.00%
81-1-000-6520.020 Maintenance Salaries	2,533.26	2,875.00	16,187.74	17,250.00	34,500.00	-6.16%
81-1-000-6520.040 Painting Contract	0.00	250.00	0.00	1,500.00	3,000.00	-100.00%
81-1-000-6520.050 Cleaning Contract-General	0.00	208.33	518.60	1,249.98	2,500.00	-58.51%
81-1-000-6520.051 Cleaning Contract-Vacancy	0.00	166.67	324.30	1,000.02	2,000.00	-67.57%
81-1-000-6520.060 Exterminating	90.00	100.00	545.00	600.00	1,200.00	-9.17%
81-1-000-6520.070 Contract Repairs-HVAC	0.00	41.67	1,381.95	250.02	500.00	452.74%
81-1-000-6520.080 Contract Repairs-Windows	0.00	25.00	0.00	150.00	300.00	-100.00%
81-1-000-6520.090 Contract Repairs-Sewer	0.00	100.00	428.50	600.00	1,200.00	-28.58%
81-1-000-6520.100 Contract Repairs-Electrical	807.39	125.00	892.34	750.00	1,500.00	18.98%
81-1-000-6520.120 Contract Repairs-Boilers	0.00	141.67	0.00	850.02	1,700.00	-100.00%

Century III
OPERATING STATEMENT-UNAUDITED

June, 2013

	Current Period Actuals	Current Period Budget	Current Year Actuals	Year To Date Budget	Full Year Budget	Budget - YTD Variance %
81-1-000-6520.130 Contract Repairs-Flooring	150.00	250.00	150.00	1,500.00	3,000.00	-90.00%
81-1-000-6520.140 Contract Repairs-Plumbing	342.40	208.33	874.25	1,249.98	2,500.00	-30.06%
81-1-000-6520.150 Contract Repairs-Appliances	350.12	50.00	703.20	300.00	600.00	134.40%
81-1-000-6520.160 Contract Repairs-Grounds Systems	1,120.00	333.33	1,120.00	1,999.98	4,000.00	-44.00%
81-1-000-6520.200 Contract Repairs-Other	0.00	541.67	43.60	3,250.02	6,500.00	-98.66%
81-1-000-6525.000 Rubbish Removal	657.65	666.67	3,931.53	4,000.02	8,000.00	-1.71%
81-1-000-6537.000 Grounds Contract-Lawn/gutter cleaning	0.00	1,666.67	6,875.00	10,000.02	20,000.00	-31.25%
81-1-000-6537.010 Grounds Contract-Snow Removal	0.00	166.67	525.00	1,000.02	2,000.00	-47.50%
81-1-000-6590.000 Misc Maint Expense	0.00	41.67	1,624.68	250.02	500.00	549.82%
81-1-000-6590.010 Inspection Fees	0.00	104.17	0.00	625.02	1,250.00	-100.00%
81-1-000-6590.040 Comprehensive Needs Assessment (CNA)	0.00	250.00	0.00	1,500.00	3,000.00	-100.00%
Total General Maintenance	6,684.84	10,195.85	41,078.04	61,175.10	122,350.00	-32.85%
Taxes and Insurance						
81-1-000-6711.000 Adm Fee-Payroll Taxes	350.87	379.25	2,242.12	2,275.50	4,551.00	-1.47%
81-1-000-6711.001 Adm Fee-Payroll Taxes-Contract	200.46	252.42	973.50	1,514.52	3,029.00	-35.72%
81-1-000-6720.000 Prop & Liab Insurance	1,842.47	1,768.58	10,989.67	10,611.48	21,223.00	3.56%
81-1-000-6722.000 Workers Comp	74.50	0.00	447.00	0.00	0.00	0.00%
81-1-000-6722.001 Workers Comp-Contract	33.22	0.00	161.32	0.00	0.00	0.00%
Total Taxes and Insurance	2,501.52	2,400.25	14,813.61	14,401.50	28,803.00	2.86%
Total Operating Expense	26,106.47	28,750.60	144,346.84	172,503.60	345,007.00	-16.32%
Financial Expense						
81-1-000-6820.000 Mortgage Interest Exp	2,030.29	1,920.17	11,663.80	11,521.02	23,042.00	1.24%
81-1-000-6820.005 Mortgage Interest Exp Subsidy	3,562.95	3,562.92	21,377.70	21,377.52	42,755.00	0.00%
81-1-000-6820.010 Fidelity Ins	0.00	45.83	0.00	274.98	550.00	-100.00%
81-1-000-6820.050 Asset Management Fee	625.00	625.00	3,750.00	3,750.00	7,500.00	0.00%
Total Financial Expense	6,218.24	6,153.92	36,791.50	36,923.52	73,847.00	-0.36%
Capital Improvements						
81-1-000-6593.010 RR-Flooring	0.00	1,333.33	0.00	7,999.98	16,000.00	-100.00%
81-1-000-6593.030 RR-Appliances	0.00	916.67	2,888.00	5,500.02	11,000.00	-47.49%
81-1-000-6593.050 RR-Cabinets	0.00	133.33	0.00	799.98	1,600.00	-100.00%
81-1-000-6593.080 RR-Plumbing/ Hotwater Heaters	0.00	0.00	1,194.28	0.00	0.00	0.00%
81-1-000-6593.089 RR-504	0.00	208.33	0.00	1,249.98	2,500.00	-100.00%
81-1-000-6595.033 PI&M-Bath Remodels 2012	2,546.45	166.67	10,336.63	1,000.02	2,000.00	933.64%
81-1-000-6595.034 PI&M-Bath cabinet doors 2012	0.00	0.00	357.78	0.00	0.00	0.00%
81-1-000-6595.035 PI&M-Kitchen all cabinets 2012	0.00	1,416.67	0.00	8,500.02	17,000.00	-100.00%
81-1-000-6595.044 PI&M-Sidewalk repairs 2012	0.00	250.00	0.00	1,500.00	3,000.00	-100.00%
81-1-000-6595.045 PI&M-Sprinkler valves bldg water valves-2011/2012	580.00	250.00	580.00	1,500.00	3,000.00	-61.33%
81-1-000-6595.054 PI&M-Club House Door 2012	0.00	0.00	1,181.11	0.00	0.00	0.00%
81-1-000-6595.058 PI&M-Counter tops 2012	0.00	0.00	2,868.33	0.00	0.00	0.00%
81-1-000-6595.059 PI&M-Club House Improvements	0.00	125.00	0.00	750.00	1,500.00	-100.00%
Total Capital Improvements	3,126.45	4,800.00	19,406.13	28,800.00	57,600.00	-32.62%

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Century III
 OPERATING STATEMENT-UNAUDITED

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June, 2013

	Current Period Actuals	Current Period Budget	Current Year Actuals	Year To Date Budget	Full Year Budget	Budget - YTD Variance %
TOTAL EXPENSE	35,451.16	39,704.52	200,544.47	238,227.12	476,454.00	-15.82%
Net Income (Loss) Before Non-Cash Items	4,260.62	-1,711.60	31,538.99	-10,269.60	-20,539.00	-407.11%
Non-Cash Items						
81-1-000-6620.000 Depr-Building	4,237.86	0.00	25,427.16	0.00	0.00	0.00%
Total Non-Cash Items	4,237.86	0.00	25,427.16	0.00	0.00	0.00%
Net Income (Loss)	22.76	-1,711.60	6,111.83	-10,269.60	-20,539.00	-159.51%
						%
Cash Flow - Operations						
Principal Payments on Mortgage	-1,784.15	-1,894.33	-11,222.84	-11,365.98	-22,732.00	-1.26%
Owner Reserve Draws	0.00	4,800.00	0.00	28,800.00	57,600.00	-100.00%
Add Back non-cash items	4,237.86	0.00	25,427.16	0.00	0.00	0.00%
Net Adjustments to Cash Flow-Operations	2,476.47	1,194.07	20,316.15	7,164.42	14,329.00	183.57%
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Change in Cash						
Change in A/R - Tenants	698.00	0.00	871.00	0.00	0.00	0.00%
Change in A/R - Other	5,103.56	0.00	0.00	0.00	0.00	0.00%
Change in Prepaid Rents	613.00	0.00	1,575.15	0.00	0.00	0.00%
Change in Security Deposits	0.00	0.00	1,016.70	0.00	0.00	0.00%
Change in Accrued Expenses	645.83	0.00	-2,438.23	0.00	0.00	0.00%
Change in A/P - Outside Parties	3,513.26	0.00	-1,698.30	0.00	0.00	0.00%
Change in Prepaid Expenses	1,416.97	0.00	-1,044.33	0.00	0.00	0.00%
Net Change in Cash Flow	14,467.09	1,194.07	18,598.14	7,164.42	14,329.00	159.59%

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WHA (80) B/S
BALANCE SHEET - UNAUDITED
Windsor Housing Authority
June, 2013

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Cumulative

Property Plant and Equipment
Total Property Plant & Equipment

0.00

Accumulated Depreciation
Total Accumulated Depreciation

0.00

Intangible Assets
Total Intangible Assets

0.00

Net Noncurrent Assets

356,828.41

TOTAL ASSETS

430,625.04

WHA (80) B/S
BALANCE SHEET - UNAUDITED
Windsor Housing Authority
June, 2013

Cumulative

LIABILITIES

Accounts Payable

80-0-000-2110.000 A/P-Operation	0.00
80-0-000-2110.010 Accounts Payable-Vendors	0.00
80-0-000-2110.028 A/P-Hacol	0.00
80-0-000-2110.081 Advance from Century III	0.00
Total Accounts Payable	0.00

Retainage Payable

Total Retainage Payable	0.00
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Accrued Liabilities

Total Accrued Liabilities	0.00
---------------------------	------

Accrued Interest

Total Accrued Interest	0.00
------------------------	------

Due to Other Funds

80-0-000-2110.028 A/P-Hacol	0.00
Total Due to Other Funds	0.00

Prepays Escrows and Deposits

Total Prepays Escrows and Deposits	0.00
------------------------------------	------

Notes Payable Current

Notes Payable Current	0.00
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Total Current Liabilities

0.00

Advance to Other Funds

80-0-000-2310.028 Note Payable-HACOL 5% Dev	0.00
80-0-000-2310.128 Accrued Int - HACOL 5% Dev	0.00
Total Advance to Other Funds	0.00

Notes Payable

Total Notes Payable	0.00
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Total Long Term Liabilities

0.00

TOTAL LIABILITIES

0.00

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WHA (80) B/S
BALANCE SHEET - UNAUDITED
Windsor Housing Authority
June, 2013

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	Cumulative
SURPLUS	
Net Income (Loss)	385,828.41
80-0-000-3210.000 Earned Surplus	44,796.63
TOTAL SURPLUS	430,625.04

TOTAL LIABILITIES & SURPLUS

430,625.04

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0.00

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WHA Operating Statement
OPERATING STATEMENT-UNAUDITED
Management Company
June, 2013

	Current Period Actuals	Period Budget	Current Year Actuals	YearTo Date Budget	Year Budget
Fiscal Year - December					
INCOME					
Operating Income					
80-1-000-5125.038 Mgmt Fees-Century III	625.00	0.00	3,750.00	0.00	0.00
Total Operating Income	625.00	0.00	3,750.00	0.00	0.00
Development Income					
80-1-000-5990.082 Gain on Land Sale	0.00	0.00	46,750.00	0.00	0.00
80-1-000-5990.083 Dev Fee Windsor Meadows	0.00	0.00	65,000.00	0.00	0.00
80-1-000-5990.210 Grant Income-Town	0.00	0.00	307,000.00	0.00	0.00
Total Development Income	0.00	0.00	418,750.00	0.00	0.00
Other Income					
80-1-000-5410.010 Interest Income on Soft Notes	1,513.97	0.00	3,078.41	0.00	0.00
80-1-000-5990.000 Misc Income	0.00	0.00	5,395.00	0.00	0.00
Total Other Income	1,513.97	0.00	8,473.41	0.00	0.00
TOTAL INCOME	2,138.97	0.00	430,973.41	0.00	0.00
EXPENSES					
Administration					
80-1-000-6210.000 Advertising	500.00	0.00	500.00	0.00	0.00
80-1-000-6325.000 Accounting/Mgmt Services	350.00	0.00	2,100.00	0.00	0.00
Total Administration	850.00	0.00	2,600.00	0.00	0.00
Maintenance					
Taxes and Insurance					
Financial Expense					
80-1-000-6850.000 Grant Expense	0.00	0.00	42,545.00	0.00	0.00
Total Financial Expense	0.00	0.00	42,545.00	0.00	0.00
Total Operating Expense	850.00	0.00	45,145.00	0.00	0.00
SUBTOTAL INCOME (LOSS) FROM OPERATIONS	1,288.97	0.00	385,828.41	0.00	0.00
Developer Fee Expense					
Net Income (Loss)	1,288.97	0.00	385,828.41	0.00	0.00
Cash Flow - Operations & Dev					
Net Adj to Cash Flow - Op & Dev	1,288.97	0.00	385,828.41	0.00	0.00

Items to adjust net income to cash
 Current Development Items:

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WHA Operating Statement
OPERATING STATEMENT-UNAUDITED
Management Company
June, 2013

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	Current Period	Period Budget	Current Year	YearTo Date Budget	Year Budget
	Actuals		Actuals		
Change in Accounts Receivable	0.00	0.00	-27,850.00	0.00	0.00
Net Increase (Decrease) in Cash	1,288.97	0.00	357,978.41	0.00	0.00