



TOWN BOARD REGULAR MEETING

August 26, 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. Status of Windsor Meadows Apartments – John Moore, Chairman, Windsor Housing Authority
6. Public Invited to be Heard

Individuals wishing to participate in Public Invited to be Heard (non-agenda item) are requested to sign up on the form provided in the foyer of the Town Board Chambers. When you are recognized, step to the podium, state your name and address then speak to the Town Board.

*Individuals wishing to speak during the Public Invited to be Heard or during Public Hearing proceedings are encouraged to be prepared and individuals will be limited to three **(3) minutes**. Written comments are welcome and should be given to the Town Clerk prior to the start of the meeting.*

B. CONSENT CALENDAR

1. Minutes of the August 12, 2013 Regular Town Board Meeting – M. Lee
2. Rescheduling November 11, 2013 Regular Town Board Meeting to Tuesday, November 12, 2013 – P. Garcia
3. Resolution No. 2013-47 – A Resolution Appointing a Director to the Board of Directors for Village East Metropolitan Districts Nos. 1-3 – I. McCargar

C. BOARD ACTION

1. Standard (Long) Form Grant Application – Bulls on the Beach
 - Applicant presentation: Sean Pike or Erich Ehrlich

2. Resolution No. 2013-48 - A Resolution Approving Three "East Side" No-Surface Occupancy Oil and Gas Leases, and Related Terms, between the Town of Windsor, Colorado and Tekton Windsor, LLC, and Authorizing the Mayor to Execute the Same
 - Legislative Action
 - Applicant presentation: Jonathan Batt or Ken Lind
3. Resolution No. 2013-49 - A Resolution Making Certain Findings Of Fact Concerning The Providence Farm Annexation To The Town Of Windsor, Colorado; Determining Substantial Compliance With Section 31-12-101, C.R.S., "The Municipal Annexation Act Of 1965"; And Establishing Dates For Public Hearings Before The Planning Commission And The Town Board Of The Town Of Windsor, Colorado With Regard To The Providence Farm Annexation
 - Legislative Action
 - Staff presentation: Josh Olhava, Associate Planner
4. Site Plan Presentation - Highland Meadows Subdivision, 3rd Filing, Lot 3, Block 11 - The Meadows Veterinary Center – Dr. Jody Engel, applicant/John Ducatman, FMD Architects, Inc., applicant's representative
 - Staff Presentation: Josh Olhava, Associate Planner
5. Public Hearing - Amendments to Chapters 15, 16 and 17 of the Windsor Municipal Code to (1) update application submittal requirements for electronic submittals, referral processes, and building permit document submittal, fee references, and building permit expiration.
 - Legislative Action
 - Staff Presentation: Scott Ballstadt, Chief Planner
6. Amendments to Chapters 15, 16 and 17 of the Windsor Municipal Code to (1) update application submittal requirements for electronic submittals, referral processes, and building permit document and fee submittals.
 - Legislative Action
 - Staff Presentation: Scott Ballstadt, Chief Planner
7. Public Hearing – Amendments to Chapter 16 of the Windsor Municipal Code to allow for residential uses on the upper floors of businesses in the Central Business (CB) zoning district
 - Legislative Action
 - Staff Presentation: Scott Ballstadt, Chief Planner
8. Amendments to Chapter 16 of the Windsor Municipal Code to allow for residential uses on the upper floors of businesses in the Central Business (CB) zoning district
 - Legislative Action
 - Staff Presentation: Scott Ballstadt, Chief Planner
9. Presentation of Planning Commission referral comments sent to Weld County regarding the current review of the Weld County Comprehensive Plan
 - Staff Presentation: Scott Ballstadt, Chief Planner
10. July Financial Report
 - Staff presentation: Dean Moyer, Director of Finance

D. COMMUNICATIONS

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

E. ADJOURN



TOWN BOARD REGULAR MEETING

August 12, 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 7:07 p.m.

1. Roll Call

Mayor John Vazquez
Mayor Pro-Tem Kristie Melendez
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 Parks, Recreation & Culture	Melissa Chew
Chief of Police	John Michaels
Director of Finance	Dean Moyer
Director of Engineering	Dennis Wagner
Director of Public Works	Terry Walker
Chief Planner	Scott Ballstadt
Associate Planner	Josh Olhava

2. Pledge of Allegiance

Town Board Member Bishop-Cotner led the Pledge of Allegiance.

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

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

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

Nayes – None. Motion passed.

4. Board Liaison Reports

- Town Board Member Baker – Parks, Recreation & Culture Advisory Board; Cache La Poudre Trail Board Alternate
Mr. Baker was not in attendance.
- Town Board Member Thompson – Planning Commission; Tree Board; Great Western Trail Authority
Mr. Thompson had no report as these boards have not met since the last report.
- Mayor Pro-Tem Melendez – Downtown Development Authority; Chamber of Commerce; North Front Range/MPO Alternate
Ms. Melendez reported:

- The Wheels & Deals program kicked off on 8/2 and runs through 8/24.
 - Chamber of Commerce will meet on 8/14.
 - The MPO I-25 ramp project is asking for representatives to attend meetings, and share their concerns to the MPO - this is a one-time opportunity to advance the priority of northern Colorado projects; a show of community support would be very helpful.
 - The Impact 64 program has identified “A” and “B” list priorities.
 - The VanGo project is seeking a waiver in conjunction with scheduled van replacement in 2013 and 2014; comments are due by 9/4.
 - She and Mr. Arnold testified recently at legislative hearings, and gained much insight through participation in this activity.
- Town Board Member Rose – Water & Sewer Board; Windsor Housing Authority, Planning Commission Alternate
Mr. Rose had no report as these boards have not met since the last report.
 - Town Board Member Bishop-Cotner – Historic Preservation Commission; Clearview Library Board
Mr. Bishop-Cotner told of the Northeast Colorado Regional Historic Preservation Meeting held in Windsor.
 - Town Board Member Adams – Cache La Poudre Trail Board; Student Advisory Leadership Team (SALT)
Mr. Adams told of many positive comments from Trail Board Interim Manager Selders, and status of current work projects on the Trail. He also reported the Poudre Trail Challenge will take place on 8/24. Mr. Adams will update the Board regarding the placement of a commemorative bench for Sgt. Birdwell. SALT created a “Commitment” Agreement for membership, hosted a Teen Bonfire recently, and will assist at the 8/31 barbeque.
 - Mayor Vazquez – North Front Range/MPO
Ms. Melendez reported on the MPO.

5. Public Invited to be Heard

There was no public comment.

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

Mayor Pro Tem Melendez moved to approve the Consent Calendar as presented; Town Board Member Bishop-Cotner seconded the motion. Roll call on the vote resulted as follows:

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

Nayes – None. Motion passed.

C. BOARD ACTION

1. Short Form Grant Application – Reflections for Youth

- Applicant presentation: Karen Farley

Karen Farley of Reflections for Youth presented an overview of the Reflections for Youth program and their goals and services. She told of a typical 80-95% success rate for services provided through various means to students 11-18 years of age. Ms. Farley reviewed plans for their upcoming disc golf fund raiser. She thanked the Board for allowing them to use the Eastman Park Oxbow Disc Golf Course for their event. She asked that the Board donate an additional \$400 toward their event this year, noting that donations are applied nearly 100% to programs. The Police Chief Michaels and Director of Parks, Recreation & Culture Chew both stated no issues from previous group events held in Windsor.

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

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

Nayes – None. Motion passed.

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

Town Clerk Patti Garcia spoke on behalf of the Downtown Development Authority, reviewing plans for “Salsa on 5th” and asking for sponsorship by the Town Board. She told of reconfigured placement of amenities to allow more room for activities. Ms. Garcia noted plans are to make this an annual event with additional activities and attractions in the future.

Mayor Vazquez inquired if road closures could be reconfigured as needed to support the needs of those in attendance; Chief Michaels responded they could do that, and have done so at many past events to allow for last minute changes.

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

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

Nayes – None. Motion passed.

D. COMMUNICATIONS

1. Communications from the Town Attorney
Mr. McCargar told of upcoming Advisory Board Orientations.

2. Communications from Town Staff

Chief Michaels noted National Night Out was a success with questions answered about a variety of issues. Mr. Thompson voiced an issue raised concerning a pedestrian crossing on County Road 13. Chief Michaels responded he would look into that area. Mayor Vazquez raised a question about the stop light at Eastman Park Drive and State Highway 392. Mr. Adams complimented the Police Department for great work interacting with citizens.

Ms. Chew updated Board Members on the USA Pro Challenge. Mayor Pro Tem Melendez added the Windsor Now will feature a special section with information and maps.

3. Communications from the Town Manager

There were no further communications.

4. Communications from Town Board Members

There were no further communications.

Town Board Member Rose moved to adjourn to 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* 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; Town Board Member Thompson seconded the motion. Roll call on the vote resulted as follows:

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

Nayes – None. Motion passed.

Meeting was adjourned to Executive Session at 7:36 p.m.

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

Following the Executive Session Town Board Member Bishop-Cotner moved to adjourn; Town Board Member Rose seconded the motion. Roll call on the vote resulted as follows:

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

Nayes – None. Meeting was adjourned at 8:25 p.m.



MEMORANDUM

Date: August 26, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk/Assistant to Town Manager
Re: Rescheduling of November 11, 2013 Town Board meeting
Item #: B.2.

Background / Discussion:

Due to Veteran's Day holiday being observed on Monday, November 11, 2013, staff is recommending that the regular meeting of the Town Board be rescheduled to Tuesday, November 12, 2013. The work session, regular meeting and Kern Board meeting would be held beginning at 6:00 p.m. on November 12, 2013.

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

WHITE • BEAR • ANKELE
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

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

June 24, 2013

VIA EMAIL

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

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

Dear Ian:

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

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

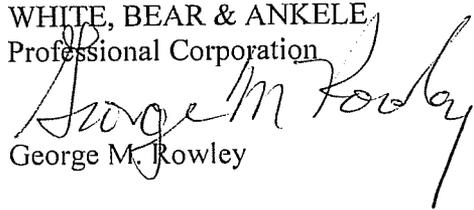
In order to allow the Districts to continue to operate, and perform their authorized functions, we propose the appointment of Debbie Delany as a director for the Village East Metropolitan District Nos. 1 - 3. Ms. Delany is a representative of Colorado Community Bank who is currently the owner of the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

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

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

Sincerely,

WHITE, BEAR & ANKELE
Professional Corporation


George M. Rowley

Enclosure

TOWN OF WINDSOR

RESOLUTION NO. 2013-47

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

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

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

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

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

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

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

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

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 26th day of August, 2013.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor *Pro Tem*

ATTEST:

Patti Garcia, Town Clerk



MEMORANDUM

Date: August 26, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk/Assistant to Town Manager
Re: Bulls on the Beach - Long Form Grant Application
Item #: C.1.

Background / Discussion:

The Town received a grant application for Bulls on the Beach which will be held on Saturday, August 31 and Sunday, September 1, 2013. The application is a request of \$3,000 for marketing support of the event.

Financial Impact:

The Town Board had a 2013 budget of \$61,449 for outside agency funding; the balance of the fund to date is \$58,449. Expenditures in 2013 include:

Windsor Community Choir	\$1,000
Relay for Life	\$1,000
NoCo Energy Star Homes	\$1,000

Attachments:

Bulls on the Beach application
Long form grant request requirements



Standard (Long) Form Grant Application

ORGANIZATION NAME: 88 Productions
MAILING ADDRESS: 500 Main Street
PHYSICAL ADDRESS: SAME
ORGANIZATION DIRECTOR/PRESIDENT: Sean Pike
GRANT CONTACT: Erich Ehrlich
DAYTIME PHONE: 970-227-2838 CELL PHONE: SAME
FAX: 970-686-6124 EMAIL: pikesAutocare@msu.com
WEBSITE ADDRESS: BullsOnTheBeachRides.com
FEDERAL IDENTIFICATION NUMBER:

IS THE ORGANIZATION TAX EXEMPT UNDER THE PROVISIONS OF SECTION 501(c)(3) OF THE INTERNAL REVENUE CODE? No

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: \$3,000.00 FISCAL YEAR END: 12-31-13

BRIEF DESCRIPTION OF REQUEST:

For Profit Special Event Community Driven Organization

2012 Actual Revenues: \$ 0 = N/A
2013 Budgeted Revenues: \$ 40,000.00

2012 Actual Expenses: \$ 0
2013 Budgeted Expenses: \$ 40,000.00

Signature, Director/President

Date 8.12.13



*Standard (Long) Form Grant Application
Checklist*

Included	Not applicable	
		Organizational Summary
X		Organizational Information (Poster)
		Purpose of Grant
	X	Evaluation
		Attachment A – 2013 Annual Budget
	X	Attachment B – Most Recent Year-to-Date Financial Statements
	X	Attachment C – Current Year Balance Sheet
		Attachment D – 501(c)(3) Documentation or Articles of Incorporation
		Attachment E – Organizational Chart
		Attachment F – Board of Directors
		All required information is included in grant application packet

August 14, 2013

Town of Windsor Grant Application

It's back! Our annual harvest festival tradition has returned. "Buckfest"... a fan favorite bull riding and bullfighting event is now "Bulls on the Beach" at Water Valley.

Bigger and better than ever.

Two full days of family fun. The event will be kicked off by a kid's rodeo and muttin' bustin' followed by the main event... the American Bullfighting and Bull riding Championship televised on the Altitude Channel. Kid's event is Saturday, August 31st and the main event is Sunday, September 1st.

Following the main event on Sunday, there will be a live band and dance on the rodeo grounds. VIP hospitality will be provided to all sponsors. This is an excellent opportunity for you to gain exposure in the community as well as all markets reached by the Altitude Channel, radio advertising and various forms of print media. The exposure your business will receive on this investment is second to none.

Please come be a part of "Bulls on the Beach 2013" at Water Valley.

Organizational Information

88 Productions LLC is a sport / recreational special events company promoting and supporting community events. The company was organized and established July 12, 2013. This is and will be the first year for organizing and promoting Bulls on the Beach at Water Valley with the intent to have this event reoccur each year. As mentioned above Buckfest was for many years an event enjoyed and supported by the community and over the past couple of years has been one event that the town's people have wanted to see come back. The committee is made up of two men that are local business owners and are Windsor High School graduates, community volunteers, and lifelong residents. We have joined with the Windsor FFA Chapter, Windsor Severance 4 H Group, Rotary International Club of Windsor, Windsor High Football Team, among some other nonprofits to donate and raise money to help in their efforts. Countless hours from July 12, 2013 have been exhausted to get this year's event off the ground although the timeline appears to be tasking we are achieving our goals and assisting the community.

Purpose of Grant / Evaluation

We have attached our sponsor and advertising brochure that has been given out to local businesses to advertise and simply relax and have fun in the sun at one of most desirable areas in Northern Colorado. Our timeline is short and our budget for this event has been supported and paid for almost 100 percent by local businesses through labor, materials, and support. We are asking for assistance from the Town of Windsor much like the business owners who reside in the city limits. This is a community event promoted, provided, donated all to the citizens that use and benefit from its services. We have no other daily source of revenue or monthly income for 88 Productions LLC other than to provide a venue that the community can enjoy. In the future with more time and evaluation we ask more partnership with the Town of Windsor and are humbled to the fact that you have embraced and recognized this year's event as town event. On the weekend Labor Day during the Harvest Festival we determined time slots where people if wanted to could stay in town and have other options for entertainment. We discussed this with the Harvest Festival Committee Chair Casey Johnson and immediately determined that for all this would be a win / win situation. Keep people in town while enjoy all the amenities, booths, entertainment that will make Harvest Festival a huge success. We have projected for both days of the event to have around 1500 to 1800 people as we are limited in spacing and capacity. The intent is to make larger as years go on. Our request is to support and to be a partner much like the businesses that have committed to sponsoring this year's event knowing that contributions help local chapters for fundraising and organizations in the Town of Windsor. Our results will be measured by the fundraising dollars that will go back to the local chapters and charities. The regional exposure once again will add to why Windsor is the best place to live in Northern Colorado and raise a family.

We appreciate your support and your partnership. We are Windsor and know that without your help we can't make that statement be true without you. Please consider our request and let's make this event bigger and better next year and help give back more to the community that we live, work and play day to day.



Sean Pike-Member



Erich Ehrlich -Member



KIDS RODEO

Saturday August 31st @ 2 pm

BULLS ON THE BEACH

Sunday September 1st @ 5pm

with concert / rodeo dance following

IT'S BACK! Our annual harvest festival tradition has returned. "Buckfest"... a fan favorite bullriding and bullfighting event is now **"BULLS ON THE BEACH"** at Water Valley.

Bigger and better than ever.

Two full days of family fun. The event will be kicked off by a kid's rodeo and mutton bustin' followed by the main event... the American Bullfighting and Bullriding Championship televised on the Altitude Channel. Kid's event is Saturday, August 31st and the main event is Sunday, September 1st.

Following the main event on Sunday, there will be a live band and dance on the rodeo grounds. VIP hospitality will be provided to all sponsors. This is an excellent opportunity for you to gain exposure in the community as well as all markets reached by the Altitude Channel, radio advertising and various forms of print media. The exposure your business will receive on this investment is second to none.

Please come be a part of "Bulls on the Beach 2013" at Water Valley.

For sponsorship details call the following:

Sean Pike 970-227-2838
 Erich Ehrlich 970-420-0123
 Ryan Scallon 970-217-7876
 Mark Long 970-978-8933

SPONSOR OPPORTUNITIES

TITLE SPONSOR

- Inclusion As Presenting Event Sponsor In All Advertising (Radio / Print Media / Posters Promoting The Event)
- Main Sponsor Banner Placed on or Near Arena Center Gate
- Banners Placed In and Around Arena
- Announcer Mentions Throughout Event
- Table for Display of Products
- 12 VIP Passes

Total Sponsorship Investment: \$4,000.00 (1 Available)

PRESENTING SPONSOR

- Inclusion As Presenting Event Sponsor In All Advertising (Radio / Print Media / Posters Promoting The Event)
- Main Sponsor Banner Placed on or Near Arena Center Gate
- Banners Placed In and Around Arena
- Announcer Mentions Throughout Event
- Table for Display of Products
- 10 VIP Passes

Total Sponsorship Investment: \$3,000.00 (2 Available)

BUCKING CHUTE SPONSOR

- Banner Placed Above Bucking Chute
- Announcer Mentions Throughout Event
- Table for Displaying Products
- 8 VIP Passes

Total Sponsorship Investment: \$2,500.00 (6 Available)

SPECIAL EVENT SPONSORSHIP

- Mutton Bustin / Bull Fighting / Ring Of Fear
- Banner Within Arena
- Announcer Mentions Throughout Event
- Table for Display Of Products
- 6 VIP Passes

Total Sponsorship Investment: \$1,300.00 (3 Available)

SUPPORTING SPONSOR

- Banner Within Arena
- Announcer Mentions Throughout Event
- 4 VIP Passes

Total Sponsorship Investment: \$800.00





Colorado Secretary of State
 Date and Time: 07/12/2013 02:08 PM
 ID Number: 20131403830
 Document number: 20131403830
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

88 Productions LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

500 MAIN STREET

(Street number and name)

WINDSOR

(City)

(Province – if applicable)

CO

(State)

United States

(Country)

80550

(ZIP/Postal Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province – if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

PIKE

(Last)

SEAN

(First)

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

500 MAIN STREET

(Street number and name)

WINDSOR

(City)

CO

(State)

80550

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO (State) _____ (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) PIKE SEAN
(Last) (First) (Middle) (Suffix)
or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address 500 MAIN STREET
(Street number and name or Post Office Box information)
WINDSOR CO 80550
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

PIKE	SEAN		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
500 MAIN STREET			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
WINDSOR	CO	80550	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
United States			
<i>(Province – if applicable)</i>	<i>(Country)</i>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

88 Productions LLC

is a **Limited Liability Company** formed or registered on 07/12/2013 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20131403830.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/13/2013 that have been posted, and by documents delivered to this office electronically through 08/14/2013 @ 12:08:21.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 08/14/2013 @ 12:08:21 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8615396.



A handwritten signature in blue ink that reads "Scott Gessler".

Secretary of State of the State of Colorado

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

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

Standard (Long) Form Grant Application Requirements

Please read the requirements carefully to ensure that your application is in compliance and complete. Be specific and concise in your answers. The long form is required for grant requests of \$1,001 or more.

PURPOSE

The purpose of the Town of Windsor Community Grant Program is to fiscally support projects, services, and activities through the funding of non-profit organizations and charitable organizations in order to enhance the quality of life of Windsor residents.

GUIDELINES

1. The Town of Windsor supports organizations that enhance the quality of life in Windsor, Colorado. This includes groups that provide programs or services in areas such as arts and culture, health and human services, education, and amateur sports.
2. Applicants should be tax exempt under the provisions of section 501(c)(3) of the Internal Revenue Code. Other nonprofit entities demonstrating a need will be considered on a case-by-case basis.
3. The Town of Windsor will fund specific projects and programs that have measurable results (evidence of productivity, change in numbers, etc.)
4. The services and programs are need-based, nondiscriminatory, and provided to the citizens of Windsor.
5. The services and programs are provided through a means that are more cost effective than the Town could provide and supplement or extend services currently provided by the Town of Windsor.
6. Operational funding requests will be considered; however, the Town of Windsor will not provide sustaining funds (multiple year commitments) to organizations.
7. Organizations receiving funding in the past must have current progress and/or final reports on file with the Town of Windsor in order to be eligible for the following year.
8. Grant recipients must complete and return a Final Report within one year of grant receipt.
9. If an organization receives duplicate funding for a request, the Town of Windsor funds must be returned. For example, if a project/program budget is \$5,000 and the Town of Windsor and another organization both award \$5,000 to the same project/program, the Town of Windsor funds must be returned.
10. The use of funds must support the Town of Windsor's Strategic Plan.

Please submit this application according to the directions.

FORMAT

- Follow the outline provided and respond to all questions in the order presented in the number of pages indicated.
- The "Organizational Summary" page is the cover page of your application. Do not include a separate cover letter.
- Number each page of your request.
- Be sure to include required attachments.

Standard (Long) Form Grant Application Outline

Please read the guidelines carefully to ensure you are complying with the submission requirements.

- I. Complete Organizational Summary
- II. Organizational Information – 2 pages maximum
 - a. Describe the mission of the organization and briefly outline the organization's goals.
 - b. Briefly describe the history of the organization. Include the year it was established.
 - c. Describe current programs or activities, accomplishments, financial status, and governance structure.
 - d. Describe the steps your organization has made to becoming self-supporting.
 - e. Describe how your organization is collaborating with other organizations.
 - f. Include an estimate of volunteer hours in 2013 from all volunteers, including board members.
- III. Purpose of Grant – 2 pages maximum
 - a. Describe the project/program to be funded, including a needs statement.
 - b. Describe the goals and objectives of the grant.
 - c. Describe the timetable for implementing this project/program.
 - d. How does this project/program benefit the local community? How many people will be impacted?
 - e. Include a list of all entities asked to give financial support to the proposed project, including the responses to date and dollar amounts committed.
 - f. What are the long-term sources/strategies for funding beyond the grant funds received?
 - g. Why should the Town of Windsor provide funding to your organization? How does the requested funding support the Town of Windsor Strategic Plan?
 - h. Are you funded by other sources? If so, what are the sources?
- IV. Evaluation – 1 page maximum
 - a. What are the expected results during your funding period?
 - b. How will you define and measure results?
 - c. How will the project's results be used and/or disseminated?
 - d. List dates that the Town of Windsor can expect to receive a preliminary or final report.
- V. Attachments
 - a. Organizations annual budget for fiscal year 2013.
 - b. Most recent year-to-date financial statements.
 - c. Current year balance sheet.
 - d. Copy of 501(c)(3) documentation if a non-profit or Articles of Incorporation.
 - e. Organizational chart – including executive director, staff, and volunteers.
 - f. List of board of directors, occupations, and board member donations.

LIND
& OTTENHOFF, LLP
Attorneys at Law

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Telephone: (970) 674-9888 · Fax: (970) 674-9535
Email: jonathan@lolaw.us

Kenneth F. Lind
George H. Ottenhoff

Chrysten S. Hinze

Jonathan E. Batt
Special Counsel

Date: July 22, 2013
To: Kelly Arnold; Ian McCargar, Town Attorney
From: Jonathan Batt, Esq., Special Counsel for Oil and Gas Matters
Re: Three Proposed Oil and Gas Leases with Tekton Windsor, LLC.

Proposed Oil and Gas Leases:

Our law firm was contacted by Tekton Windsor, LLC to review and present to the Town of Windsor three proposed Oil and Gas Leases. The Leases cover three separate parcels of land in Sections 7 and 21 in Township 6 North, Range 67 West, 6th P.M. in Weld County, Colorado and consisting of approximately 85.482 total acres, more or less. The significant terms of the Leases are as follows:

1. Primary Term: three (3) years;
2. Extension Option: two (2) years upon receipt of initial bonus payment amount;
3. Lease royalty: 18.5%;
4. Bonus consideration: \$1,250.00 per net mineral acre;
5. The net mineral acreage: 85.482 acres more or less;
6. Initial bonus payment: \$ 106,852.50;
7. Surface use: These Leases are "No Surface Occupancy" Oil and Gas Leases prohibiting all activities of any type regarding oil and gas development upon the surface of the subject properties.
8. Development plan: This acreage is part of an overall drilling program by Tekton in and near the Town of Windsor.

Comments on Proposed Oil and Gas Leases:

The recommendation of the proposed Oil and Gas Leases takes into consideration the following:

1. At this time, the terms and conditions of the Oil and Gas Leases are consistent with or better than prevailing market provisions. In fact, these Leases offer a higher royalty than a prior Lease between the parties.
2. Our law firm was contacted by three companies expressing an interest in various parts of the acreage. After their initial inquiry, one company did not submit an offer, while a second company submitted an offer that was later withdrawn. Overall, the Tekton lease proposals were substantially better than the other submitted offer.
3. Tekton Windsor, LLC already has leased mineral rights in these areas, including other mineral rights owned by the Town. It is advisable for the Town to consolidate the lease rights within mineral development areas with the entity that will directly drill and operate the development plan.
4. Tekton Windsor, LLC has drilled successful wells in and near the Town of Windsor. In addition, they have conducted a 3D seismic program in the area that provides important information in planning and drilling better performing wells.

Recommendation:

Approval of Oil and Gas Leases.

Attachments:

Tekton Cover Letter – Lease Terms for Section 7

Proposed Town of Windsor Lease – Section 7

Town of Windsor – Ariel Photograph of Section 7

Tekton Cover Letter – Lease Terms for North Half of Section 21

Proposed Town of Windsor Lease – North Half of Section 21

Proposed Town of Windsor Lease – North Half of Section 21 - Exhibit A

Town of Windsor – Plat Map of Section 21

Tekton Cover Letter – Lease Terms for South Half of Section 21

Proposed Town of Windsor Lease – South Half of Section 21

TOWN OF WINDSOR

RESOLUTION NO. 2013-48

A RESOLUTION APPROVING THREE "EAST SIDE" NO-SURFACE-OCCUPANCY OIL AND GAS LEASES, AND RELATED TERMS, BETWEEN THE TOWN OF WINDSOR, COLORADO, AND TEKTON WINDSOR, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE SAME (85.482 TOTAL ACRES, including 25.131 acres in Section 7, 56.541 acres in the North Half of Section 21, and 3.81 acres in the South Half of Section 21).

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

WHEREAS, the Town is the owner of certain mineral interests located beneath Town-owned property within Sections 7 and 21, Township 6 North, Range 67 West, 6th P.M, Weld County, Colorado; and

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

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

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

WHEREAS, Tekton Windsor, LLC ("Tekton") has approached the Town with terms and conditions for the leasing of Town-owned oil and gas rights beneath Town-owned property, consisting of approximately 85.482 net mineral acres; and

WHEREAS, the Town's Oil and Gas Special Counsel has negotiated proposed Lease Agreements with Tekton, the terms and conditions of which are set forth in the attached "Oil and Gas Leases", incorporated herein by this reference as if set forth fully; and

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

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

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

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

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

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

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

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 26th day of August, 2013.

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



July 12, 2013

Lind & Ottenhoff LLP
355 Eastman Park Drive, Suite 200
Windsor, Colorado 80550

Attention: Mr. Kenneth F. Lind

Dear Ken

Oil and Gas Lease Offer
Town of Windsor
Section 7, T6N-R67W
Weld County, Colorado

Tekton Windsor, LLC is interested in acquiring an Oil and Gas Lease from the Town of Windsor covering an approximately 25.131 acre tract of land within the Southeast Quarter of Section 7, Township 6 North, Range 67 West, Weld County, Colorado; the tract being more specifically described in the enclosed form of Oil and Gas Lease. As such, subject to the completion of our review of the public records confirming ownership of the minerals by the Town of Windsor, Tekton Windsor, LLC offers to acquire an Oil and Gas Lease from the Town of Windsor covering the mineral underlying the entire 25.131 acre tract using the attached form of Oil and Gas Lease on the basis of the following terms:

Bonus: \$1,250 per net mineral acre

Term: 3 year

Extension Option: 2 years by paying \$1,250 per net mineral acre

Royalty: 18.5%

Surface: No surface occupancy

It would be Tekton's preference for the Oil and Gas Lease from the Town of Windsor to allow for operations to be conducted on the surface, and if the Town of Windsor was willing grant a lease that would allow wells and facilities to be located on the surface of the land, Tekton would be willing to offer more favorable terms. However, it is Tekton's understanding that the Town of Windsor does not desire for the surface of the land to be used for the drilling of wells or the site for surface facilities, so this lease offer being made by Tekton is made with no surface occupancy.

This offer shall expire if not accepted by August 16, 2013. But, Tekton is willing to extend the offer to a later date, should the Town of Windsor need additional time to decide whether or not to accept the offer. Tekton has started the necessary review of the public records to verify that the minerals underlying the tract(s) are owned by the Town. So, upon receipt of confirmation that the Town of Windsor is willing to grant the lease being requested by Tekton on the proposed terms, Tekton will complete the record review, and should be prepared to proceed in a timely manner to confirm title and consummate the lease.

Please do not hesitate to give me a call at (303)446-6144 should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Scott B. Baily".

Scott B. Baily

OIL AND GAS LEASE (Non-Surface Development Lease)

This Oil and Gas Lease ("Lease") is made this _____ day of _____, 2013 by and between TOWN OF WINDSOR, a Colorado Municipal Corporation, whose address is 301 Walnut Street, Windsor, Colorado 80550 ("Lessor"), (whether one or more) and Tekton Windsor, LLC with a mailing address of 640 Plaza Drive, Suite 290, Highlands Ranch, Colorado 80129 ("Lessee").

WITNESSETH, For and in Consideration of TEN DOLLARS, the covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant, demise, lease and let exclusively unto said Lessee, its successors and assigns, with the exclusive rights for the purposes of drilling (including but not limited to straight, directional or horizontal wells), mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind (including coalbed gas), and laying pipelines, telephone and telegraph lines, building tanks, plants, power stations, roadways and structures thereon to produce, save and take care of said products (including dewatering of coalbed gas wells), and the exclusive surface or subsurface rights and privileges related in any manner to any and all such operations, including the injection of water, brine and other substances into the subsurface, and any and all other rights and privileges necessary, incident to, or convenient for the operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in Weld County, State of Colorado, described to wit:

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

Section 7: A parcel of land situate in the Southeast Quarter (SE1/4) of Section Seven (7), Township Six (6) North, Range Sixty-Seven (67) West of the Sixth Principal Meridian (6th P.M.), Weld County, Colorado, being more particularly described as follows:

Beginning at the Southeast corner of said Section 7 and assuming the East line of said SE1/4 as bearing N 00° 00' 20" E a distance of 2655.91 feet with all other bearings contained herein relative thereto: Thence S 89° 22' 40"W along the South line of said SE1/4 a distance of 37.04 feet to the Northeastly Right-of-Way line of the Greeley Salt Lake and Pacific Railroad as recorded April 24, 1864 in Book 43 at Page 79 of the records of the Weld County Clerk and Recorder; Thence N 50° 19' 06" W along said Northeastly Right-of-Way line a distance of 2045.99 feet to the North line of that parcel of land as recorded November 18, 1994 in Book 1468 as Reception No. 2416006. Also being the South line of that parcel of land as recorded April 7, 1992 in Book 1331 as Reception No. 2283615; Thence N 89° 13' 12" E along said Northerly and Southerly lines a distance of 1611.92 feet to the Northeast Corner of the S1/2SE/14 of said Section 7; thence S 00° 00' 20" W along the East line of said SE1/4 a distance of 1327.95 feet to the Point of Beginning.

Parcel ID #08070700029

together with all lakes, streams, roads, easements, and rights-of-way which traverse or adjoin said lands owned or claimed by Lessor, or which may hereinafter be established to be owned by Lessor, and also in addition to the above described lands and rights, any and all strips or parcels of land other than those constituting regular governmental subdivisions, adjoining or contiguous to the above described land owned or claimed by Lessor, all of the above described lands being hereinafter referred to as (the "Premises") and containing 25.131 acres, more or less.

1. It is agreed that this Lease shall remain in full force for a term of three (3) years from this date ("Primary Term") and as long thereafter as oil or gas of whatsoever volume, nature or kind is produced from the Premises or on acreage pooled or unitized therewith, or Operations are continued as hereinafter provided. If, at the expiration of the Primary Term, oil or gas is not being produced from the Premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, completion, reworking, dewatering, or other operations conducted in an effort to establish, resume or re-establish production of oil and gas, (collectively "Operations") thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted. Operations shall be considered to be continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on the Premises or on acreage pooled or unitized therewith, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional Operations within one hundred eighty (180) days from date of cessation of production or from date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the Primary Term, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled or unitized therewith. If at the expiration of this Lease, Lessee has in use surface or subsurface easements granted to Lessee pursuant to the terms hereof, such easements shall survive the termination of this Lease for as long thereafter as so utilized by Lessee.

2. This is a PAID-UP LEASE. In consideration of the payment made herewith, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the Primary Term. Lessee may at any time or times during or after the Primary Term surrender this Lease as to all or any portion of the Premises and as to any strata or stratum, by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, eighteen and one half percent (18.5 %) of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of products therefrom, the market value at the well of percent (18.5 %) of the product sold or used. On product sold at the well, the royalty shall be eighteen and one half percent (18.5 %) of the net proceeds realized from such sale. All royalties paid on gas sold or used off the Premises or in the manufacture of products therefrom will be paid after deducting from such royalty Lessor's proportionate amount of all post-production costs, including but not limited to gross production and severance taxes, gathering and transportation costs from the wellhead to the point of sale, treating, compression, and processing. On product sold at the well, the royalty shall be eighteen and one half percent (18.5 %) of the net proceeds realized from such sale, after deducting from such royalty Lessor's proportionate amount of all of the above post-production costs and expenses, if any.

4. Where gas from a well capable of producing gas (or from a well in which dewatering operations have commenced), is not sold or used after the expiration of the Primary Term, for the purposes of the Lease such well shall be considered to be producing gas, and the well shall nevertheless be considered to be producing gas for the purposes of this Lease, and Lessee shall pay or tender as royalty to Lessor at the address set forth above One Dollar (\$1.00) per year per net mineral acre, such payment or tender to be made on or before the anniversary date of this Lease next ensuing after the expiration of one hundred twenty (120) days from the date such well is shut in or dewatering operations are commenced and thereafter on or before the anniversary date of this Lease during the period such well is shut in or dewatering operations are being conducted.

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

6. Lessee shall have the right to use, free of cost, gas, and oil produced on the Premises for Lessee's operations thereon, except water from the wells of Lessor.

7. Lessee shall bury Lessee's pipeline below plow depth.

8. Lessee shall pay for damages caused by Lessee's operations on the Premises.

9. Lessee shall have the right at any time to remove all machinery and fixtures (including casing) Lessee has placed on the Premises.

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

11. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the Premises and as to any one or more of the formations thereunder, to pool or unitize the leasehold estate and the mineral estate covered by this Lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists

with respect to such other land, lease or leases. Likewise units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, Operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this Lease shall be treated as if it were production, Operations or a well shut in for want of a market under this Lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive royalties on production from such unit only on the portion of such production allocated to this Lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the Unit bears to the total number of surface acres in such Unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this Lease, expressed or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event that the Premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

12. All expressed or implied covenants of this Lease shall be subject to all Federal, State and Local Laws, Executive Orders, Rules or Regulations, and this Lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation. Any delay or interruption caused by storm, flood, act of God or other event of force majeure shall not be counted against Lessee. If Lessee is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Lease, other than the obligation to make money payments, Lessee shall give to Lessor, prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of Lessee, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance thereof. Lessee shall use all reasonable diligence to remove the force majeure situation as quickly as practicable. However, Lessee shall not be required against its will to settle any labor dispute. The term force majeure shall mean an act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability or failure of equipment, including drilling rigs, delays in obtaining drilling and other required permits despite its diligent efforts, freeze-up of wells or pipelines, and any other cause, whether of the kind specifically enumerated herein or not, which is not reasonably within the control of the Party claiming force majeure. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from producing or conducting Operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding.

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

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

15. Lessee at any time prior to the expiration of the Primary Term, shall have the right and option, but not the obligation, to extend the Primary Term for an additional two (2) year period. To exercise the right to extend the Primary Term, Lessor shall tender to Lessee by depositing in U.S. Mail, a check payable to Lessor ("Extension Payment") in the amount equivalent to the monetary consideration paid to Lessor as consideration for granting this Lease. Once the Extension Payment has been tendered, Lessor agrees to execute and provide to Lessee a recordable document evidencing the extension of the Primary Term of this Lease.

16. Notwithstanding anything to the contrary herein contained, without the further written consent of Lessor, Lessee, its successors or assigns, shall not have the right to occupy or use the surface of the Premises for any reason, including the installation of equipment or facilities associated with any drilling or production operations. Further, other than the use of existing roads, it is understood that Lessee, its successors or assigns shall not access the surface of the Premises without the consent of Lessor. Provided, however, nothing in this Article 16 shall be deemed to diminish or in any way restrict the rights granted in this Lease to use the subsurface of the Premises.

17. It is understood and agreed that Lessee may drill directionally or horizontally into the Premises and/or into land pooled with the Premises pursuant to paragraph eleven (11) (the pooling clause) hereof. Lessee shall have the full, unrestricted and exclusive right, power and authority to produce the oil, gas hydrocarbons, and associated substances lying under or beneath or recoverable from the Premises, either by means of any well or wells the surface drillsites of which are located on other lands, and which said well or wells are drilled directionally or horizontally through and into the Premises, and/or into land pooled with the Premises, the producing intervals of which are bottomed under the Premises or under such pooled area and produce oil, gas and hydrocarbons and associated substances therefrom. Lessor hereby grants unto Lessee such rights-of-way, easements and servitudes in and through the subsurface of the Premises as Lessee may require for boring well holes, casing same, and otherwise completing, producing and maintaining wells either in the Premises or in any land included in the same operating unit as hereinabove provided in this Lease with the Premises or any part thereof. For the purposes of this Lease, wells drilled directionally or horizontally under and into and/or producing from the Premises, the surface drillsites of which are located on other lands, shall be considered to have been drilled in the Premises from drillsites on other lands in the vicinity of the Premises.

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

Town of Windsor, a Colorado Municipal Corporation:

By: _____
JOHN S. VASQUEZ, MAYOR

Attest: _____
By: PATTI GARCIA, TOWN CLERK

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF _____)

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

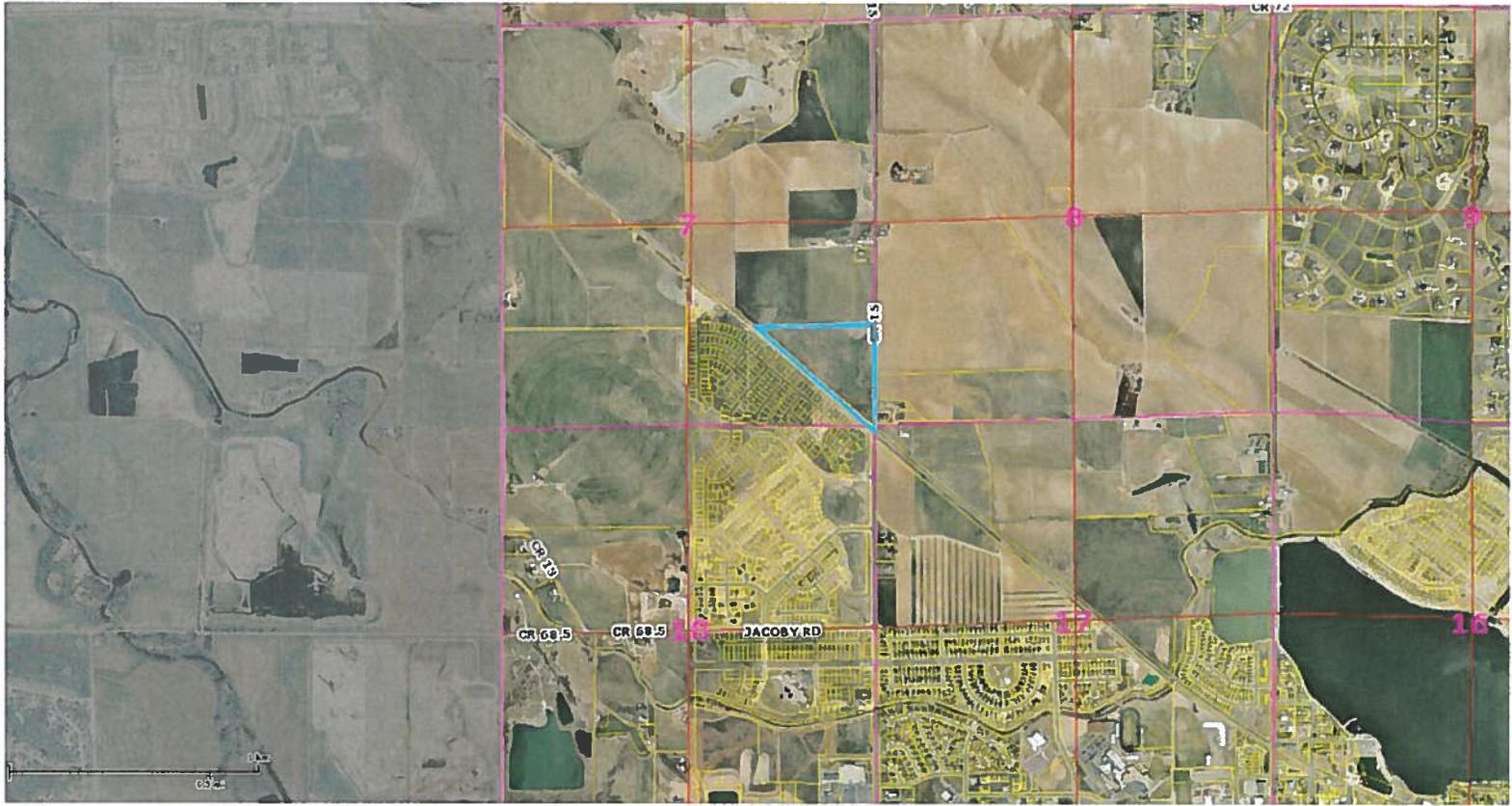
WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

Seal

After recording return to: Tekton Windsor, LLC.
640 Plaza Drive, Suite 290,
Highlands Ranch, Colorado 80129



Copyright 2011 Weld County Government. All rights reserved. Wed Jun 19 2013 01:12:22 PM.



July 12, 2013

Lind & Ottenhoff LLP
355 Eastman Park Drive, Suite 200
Windsor, Colorado 80550

Attention: Mr. Kenneth F. Lind

Dear Ken

Oil and Gas Lease Offer
Town of Windsor
North Half Section 21, T6N-R67W
Weld County, Colorado

Tekton Windsor, LLC is interested in acquiring an Oil and Gas Lease from the Town of Windsor covering approximate 56.541 acres of land within the North Half of Section 21, Township 6 North, Range 67 West, Weld County, Colorado; the tracts making up the land being more specifically described in the enclosed form of Oil and Gas Lease. As such, subject to the completion of our review of the public records confirming ownership of the minerals by the Town of Windsor, Tekton Windsor, LLC offers to acquire an Oil and Gas Lease from the Town of Windsor covering the mineral underlying the 56.541 acres of land using the form of Oil and Gas Lease on the basis of the following terms:

Bonus: \$1,250 per net mineral acre
Term: 3 year
Extension Option: 2 years by paying \$1,250 per net mineral acre
Royalty: 18.5%
Surface: No surface occupancy

It would be Tekton's preference for the Oil and Gas Lease from the Town of Windsor to allow for operations to be conducted on the surface, and if the Town of Windsor was willing grant a lease that would allow wells and facilities to be located on the surface of the land, Tekton would be willing to offer more favorable terms. However, it is Tekton's understanding that the Town of Windsor does not desire for the surface of the land to be used for the drilling of wells or the site for surface facilities, so this lease offer being made by Tekton is made with no surface occupancy.

This offer shall expire if not accepted by August 16, 2013. But, Tekton is willing to extend the offer to a later date, should the Town of Windsor need additional time to decide whether or not to accept the offer. Tekton has started the necessary review of the public records to verify that the minerals underlying the tract(s) are owned by the Town. So, upon receipt of confirmation that the Town of Windsor is willing to grant the lease being requested by Tekton on the proposed terms, Tekton will complete the record review, and should be prepared to proceed in a timely manner to confirm title and consummate the lease.

Please do not hesitate to give me a call at (303)446-6144 should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Scott B. Baily".

Scott B. Baily

OIL AND GAS LEASE (Non-Surface Development Lease)

This Oil and Gas Lease ("Lease") is made this _____ day of _____, 2013 by and between TOWN OF WINDSOR, a Colorado Municipal Corporation, whose address is 301 Walnut Street, Windsor, Colorado 80550 ("Lessor"), (whether one or more) and Tekton Windsor, LLC with a mailing address of 640 Plaza Drive, Suite 290, Highlands Ranch, Colorado 80129 ("Lessee").

WITNESSETH, For and in Consideration of TEN DOLLARS, the covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant, demise, lease and let exclusively unto said Lessee, its successors and assigns, with the exclusive rights for the purposes of drilling (including but not limited to straight, directional or horizontal wells), mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind (including coalbed gas), and laying pipelines, telephone and telegraph lines, building tanks, plants, power stations, roadways and structures thereon to produce, save and take care of said products (including dewatering of coalbed gas wells), and the exclusive surface or subsurface rights and privileges related in any manner to any and all such operations, including the injection of water, brine and other substances into the subsurface, and any and all other rights and privileges necessary, incident to, or convenient for the operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in Weld County, State of Colorado, described to wit:

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

Section 21: Those tracts of land situated in the North Half of Section Twenty-one (21), Township Six (6) North, Range Sixty-Seven (67) West of the Sixth Principal Meridian (6th P.M.), Weld County, Colorado, being more particularly described on Exhibit "A" attached hereto and made a part hereof.

together with all lakes, streams, roads, easements, and rights-of-way which traverse or adjoin said lands owned or claimed by Lessor, or which may hereinafter be established to be owned by Lessor, and also in addition to the above described lands and rights, any and all strips or parcels of land other than those constituting regular governmental subdivisions, adjoining or contiguous to the above described land owned or claimed by Lessor, all of the above described lands being hereinafter referred to as (the "Premises") and containing 56.541 acres, more or less.

1. It is agreed that this Lease shall remain in full force for a term of three (3) years from this date ("Primary Term") and as long thereafter as oil or gas of whatsoever volume, nature or kind is produced from the Premises or on acreage pooled or unitized therewith, or Operations are continued as hereinafter provided. If, at the expiration of the Primary Term, oil or gas is not being produced from the Premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, completion, reworking, dewatering, or other operations conducted in an effort to establish, resume or re-establish production of oil and gas, (collectively "Operations") thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted. Operations shall be considered to be continuously prosecuted if not more than one hundred eighty (180) days elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on the Premises or on acreage pooled or unitized therewith, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional Operations within one hundred eighty (180) days from date of cessation of production or from date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the Primary Term, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled or unitized therewith. If at the expiration of this Lease, Lessee has in use surface or subsurface easements granted to Lessee pursuant to the terms hereof, such easements shall survive the termination of this Lease for as long thereafter as so utilized by Lessee.

2. This is a PAID-UP LEASE. In consideration of the payment made herewith, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the Primary Term. Lessee may at any time or times during or after the Primary Term surrender this Lease as to all or any portion of the Premises and as to any strata or stratum, by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, eighteen and one half percent (18.5 %) of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of products therefrom, the market value at the well of percent (18.5 %) of the product sold or used. On product sold at the well, the royalty shall be eighteen and one half percent (18.5 %) of the net proceeds realized from such sale. All royalties paid on gas sold or used off the Premises or in the manufacture of products therefrom will be paid after deducting from such royalty Lessor's proportionate amount of all post-production costs, including but not limited to gross production and severance taxes, gathering and transportation costs from the wellhead to the point of sale, treating, compression, and processing. On product sold at the well, the royalty shall be eighteen and one half percent (18.5 %) of the net proceeds realized from such sale, after deducting from such royalty Lessor's proportionate amount of all of the above post-production costs and expenses, if any.

4. Where gas from a well capable of producing gas (or from a well in which dewatering operations have commenced), is not sold or used after the expiration of the Primary Term, for the purposes of the Lease such well shall be considered to be producing gas, and the well shall nevertheless be considered to be producing gas for the purposes of this Lease, and Lessee shall pay or tender as royalty to Lessor at the address set forth above One Dollar (\$1.00) per year per net mineral acre, such payment or tender to be made on or before the anniversary date of this Lease next ensuing after the expiration of one hundred twenty (120) days from the date such well is shut in or dewatering operations are commenced and thereafter on or before the anniversary date of this Lease during the period such well is shut in or dewatering operations are being conducted.

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

6. Lessee shall have the right to use, free of cost, gas, and oil produced on the Premises for Lessee's operations thereon, except water from the wells of Lessor.

7. Lessee shall bury Lessee's pipeline below plow depth.

8. Lessee shall pay for damages caused by Lessee's operations on the Premises.

9. Lessee shall have the right at any time to remove all machinery and fixtures (including casing) Lessee has placed on the Premises.

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

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

thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this Lease, expressed or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event that the Premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

12. All expressed or implied covenants of this Lease shall be subject to all Federal, State and Local Laws, Executive Orders, Rules or Regulations, and this Lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation. Any delay or interruption caused by storm, flood, act of God or other event of force majeure shall not be counted against Lessee. If Lessee is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Lease, other than the obligation to make money payments, Lessee shall give to Lessor, prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of Lessee, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance thereof. Lessee shall use all reasonable diligence to remove the force majeure situation as quickly as practicable. However, Lessee shall not be required against its will to settle any labor dispute. The term force majeure shall mean an act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability or failure of equipment, including drilling rigs, delays in obtaining drilling and other required permits despite its diligent efforts, freeze-up of wells or pipelines, and any other cause, whether of the kind specifically enumerated herein or not, which is not reasonably within the control of the Party claiming force majeure. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from producing or conducting Operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding.

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

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

15. Lessee at any time prior to the expiration of the Primary Term, shall have the right and option, but not the obligation, to extend the Primary Term for an additional two (2) year period. To exercise the right to extend the Primary Term, Lessor shall tender to Lessee by depositing in U.S. Mail, a check payable to Lessor ("Extension Payment") in the amount equivalent to the monetary consideration paid to Lessor as consideration for granting this Lease. Once the Extension Payment has been tendered, Lessor agrees to execute and provide to Lessee a recordable document evidencing the extension of the Primary Term of this Lease.

16. Notwithstanding anything to the contrary herein contained, without the further written consent of Lessor, Lessee, its successors or assigns, shall not have the right to occupy or use the surface of the Premises for any reason, including the installation of equipment or facilities associated with any drilling or production operations. Further, other than the use of existing roads, it is understood that Lessee, its successors or assigns shall not access the surface of the Premises without the consent of Lessor. Provided, however, nothing in this Article 16 shall be deemed to diminish or in any way restrict the rights granted in this Lease to use the subsurface of the Premises.

17. It is understood and agreed that Lessee may drill directionally or horizontally into the Premises and/or into land pooled with the Premises pursuant to paragraph eleven (11) (the pooling clause) hereof. Lessee shall have the full, unrestricted and exclusive right, power and authority to produce the oil, gas hydrocarbons, and associated substances lying under or beneath or recoverable from the Premises, either by means of any well or wells the surface drillsites of which are located on other lands, and which said well or wells are drilled directionally or horizontally through and into the Premises, and/or into land pooled with the Premises, the producing intervals of which are bottomed under the Premises or under such pooled area and produce oil, gas and hydrocarbons and associated substances therefrom. Lessor hereby grants unto Lessee such rights-of-way, easements and servitudes in and through the subsurface of the Premises as Lessee may require for boring well holes, casing same, and otherwise completing, producing and maintaining wells either in the Premises or in any land included in the same operating unit as hereinabove provided in this Lease with the Premises or any part thereof. For the purposes of this Lease, wells drilled directionally or horizontally under and into and/or producing from the Premises, the surface drillsites of which are located on other lands, shall be considered to have been drilled in the Premises from drillsites on other lands in the vicinity of the Premises.

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

Town of Windsor, a Colorado Municipal Corporation:

By: _____
JOHN S. VASQUEZ, MAYOR

Attest: _____
By: PATTI GARCIA, TOWN CLERK

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

Seal

After recording return to: Tekton Windsor, LLC.
640 Plaza Drive, Suite 290,
Highlands Ranch, Colorado 80129

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated effective _____, 2013, by and between Town of Windsor, as Lessor, and Tekton Windsor, LLC, as Lessee.

The lands covered by the Oil and Gas Lease to which this exhibit is attached are comprised of following described tracts of land situated in Weld County, State of Colorado, to-wit:

TRACT 1

A parcel of land situate in the Northwest Quarter (NW1/4) of Section Twenty-one (21), Township Six (6) North, Range Sixty-seven (67) West of the Sixth Principal Meridian (6th P.M.), Weld County, Colorado, being more particularly described as follows: All of Block 25 & 26, Town of Windsor 2nd Filing a subdivision of the Town of Windsor, Colorado, Parcel ID #080721212001.

Said parcel of land contains 8.260 acres, more or less.

TRACT 2

A parcel of land situate in the Northwest Quarter (NW1/4) of Section Twenty-one (21), Township Six (6) North, Range Sixty-seven (67) West of the Sixth Principal Meridian (6th P.M.), Weld County, Colorado, being more particularly described as follows: Lots 8-10 & Lots 10, 12, 14 & 16, Block 18, Town of Windsor a subdivision of the Town of Windsor, Colorado, Parcel ID #080721209007.

Said parcel of land contains 1.744 acres, more or less.

TRACT 3

A parcel of land situate in the Northeast Quarter (NE1/4) of Section Twenty-one (21), Township Six (6) North, Range Sixty-seven (67) West of the Sixth Principal Meridian (6th P.M.), Weld County, Colorado, being more particularly described as follows: Considering the north line of the NE 1/4 of said Section 21 as bearing N 90° 00' 00" W, and with all bearings contained herein relative thereto: Commencing at the northeast corner of Section 21, said point being the point of beginning, thence along the said north line, N 90° 00' 00" W, 1090.00 feet; thence S 00° 00' 00" E, 556.69 feet to the north right-of-way of the Colorado & Southern Railroad; thence, S 72° 28' 40" E, 1166.21 feet along the said right-of-way to the east line of the NE 1/4 of said Section 21; thence, along the said east line, N 01° 23' 40" W, 908.08 feet to the point of beginning. Parcel ID #s 080721100003 and 080721100004

Said parcel of land contains 18.464 acres, more or less.

TRACT 4

A parcel of land situate in the Northeast Quarter (NE1/4) of Section Twenty-one (21), Township Six (6) North, Range Sixty-seven (67) West of the Sixth Principal Meridian (6th P.M.), Weld County, Colorado, being more particularly described as follows: Lots One (1) through Nineteen (19), inclusive, in Block One (1) Coon Addition to the Town of Windsor, according to the map or plat recorded January 22, 1917 as Reception No. 244282 of the Records of Weld County, Parcel I.D. #080721101001.

Said parcel of land contains 1.700 acres, more or less.

TRACT 5

A parcel of land situate in the Northeast Quarter (NE1/4) of Section Twenty-one (21), Township Six (6) North, Range Sixty-seven (67) West of the Sixth Principal Meridian (6th P.M.), Weld County, Colorado, being more particularly described as follows: Lots One (1) through Seventeen (17), inclusive, in Block Two (2) Coon Addition to the Town of Windsor, according to the map or plat recorded January 22, 1917 as Reception No. 244282 of the Records of Weld County, Parcel I.D. #080721102003.

Said parcel of land contains 1.500 acres, more or less

TRACT 6

A parcel of land situate in the Northeast Quarter (NE1/4) of Section Twenty-one (21), Township Six (6) North, Range Sixty-seven (67) West of the Sixth Principal Meridian (6th P.M.), Weld County, Colorado, being more particularly described as follows: Lot 1 of Chimney Park 1st Filing, a subdivision of the Town of Windsor, Colorado, Parcel I.D. #080721117001.

Said parcel containing 20.664 acres, more or less.

TRACT 7

A parcel of land situate in the Northeast Quarter (NE1/4) of Section Twenty-one (21), Township Six (6) North, Range Sixty-seven (67) West of the Sixth Principal Meridian (6th P.M.), Weld County, Colorado, being more particularly described as follows: Lot 3 of Chimney Park 1st Filing, a subdivision of the Town of Windsor, Colorado, Parcel I.D. #080721128002.

Said parcel containing 1.921 acres, more or less.

TRACT 8

A parcel of land situate in the Northeast Quarter (NE1/4) of Section Twenty-one (21), Township Six (6) North, Range Sixty-seven (67) West of the Sixth Principal Meridian (6th P.M.), Weld County, Colorado, being more particularly described as follows: Lot 2 of Chimney Park 1st Filing, a subdivision of the Town of Windsor, Colorado, Parcel I.D. #080721117002.

Said parcel containing 1.736 acres, more or less

TRACT 9

A parcel of land situate in the Northeast Quarter (NE1/4) of Section Twenty-one (21), Township Six (6) North, Range Sixty-seven (67) West of the Sixth Principal Meridian (6th P.M.), Weld County, Colorado, being more particularly described as follows: Outlot B of Replat of Phase Two & Three of Windsor Village Second Filing, a subdivision of the Town of Windsor, Colorado, Parcel I.D. #080721400031.

Said parcel containing 0.552 acres, more or less.





July 12, 2013

Lind & Ottenhoff LLP
355 Eastman Park Drive, Suite 200
Windsor, Colorado 80550

Attention: Mr. Kenneth F. Lind

Dear Ken

Oil and Gas Lease Offer
Town of Windsor
South Half Section 21, T6N-R67W
Weld County, Colorado

Tekton Windsor, LLC is interested in acquiring an Oil and Gas Lease from the Town of Windsor covering approximately 3.81 acres of land within the South Half of Section 21, Township 6 North, Range 67 West, Weld County, Colorado; the tract being more specifically described in the enclosed form of Oil and Gas Lease. As such, subject to the completion of our review of the public records confirming ownership of the minerals by the Town of Windsor, Tekton Windsor, LLC offers to acquire an Oil and Gas Lease from the Town of Windsor covering the mineral underlying the 3.81 acres of land using the attached form of Oil and Gas Lease on the basis of the following terms:

Bonus: \$1,250 per net mineral acre
Term: 3 year
Extension Option: 2 years by paying \$1,250 per net mineral acre
Royalty: 18.5%
Surface: No surface occupancy

It would be Tekton's preference for the Oil and Gas Lease from the Town of Windsor to allow for operations to be conducted on the surface, and if the Town of Windsor was willing grant a lease that would allow wells and facilities to be located on the surface of the land, Tekton would be willing to offer more favorable terms. However, it is Tekton's understanding that the Town of Windsor does not desire for the surface of the land to be used for the drilling of wells or the site for surface facilities, so this lease offer being made by Tekton is made with no surface occupancy.

This offer shall expire if not accepted by August 16, 2013. But, Tekton is willing to extend the offer to a later date, should the Town of Windsor need additional time to decide whether or not to accept the offer. Tekton has started the necessary review of the public records to verify that the minerals underlying the tract(s) are owned by the Town. So, upon receipt of confirmation that the Town of Windsor is willing to grant the lease being requested by Tekton on the proposed terms, Tekton will complete the record review, and should be prepared to proceed in a timely manner to confirm title and consummate the lease.

Please do not hesitate to give me a call at (303)446-6144 should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Scott B. Baily".

Scott B. Baily

OIL AND GAS LEASE (Non-Surface Development Lease)

This Oil and Gas Lease ("Lease") is made this _____ day of _____, 2013 by and between TOWN OF WINDSOR, a Colorado Municipal Corporation, whose address is 301 Walnut Street, Windsor, Colorado 80550 ("Lessor"), (whether one or more) and Tekton Windsor, LLC with a mailing address of 640 Plaza Drive, Suite 290, Highlands Ranch, Colorado 80129 ("Lessee").

WITNESSETH, For and in Consideration of TEN DOLLARS, the covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant, demise, lease and let exclusively unto said Lessee, its successors and assigns, with the exclusive rights for the purposes of drilling (including but not limited to straight, directional or horizontal wells), mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind (including coalbed gas), and laying pipelines, telephone and telegraph lines, building tanks, plants, power stations, roadways and structures thereon to produce, save and take care of said products (including dewatering of coalbed gas wells), and the exclusive surface or subsurface rights and privileges related in any manner to any and all such operations, including the injection of water, brine and other substances into the subsurface, and any and all other rights and privileges necessary, incident to, or convenient for the operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in Weld County, State of Colorado, described to wit:

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

Section 21: A tract of land situate in the Southeast Quarter (SE1/4) of Section Twenty-one (21), Township Six (6) North, Range Sixty-Seven (67) West of the Sixth Principal Meridian (6th P.M.), Weld County, Colorado, being more particularly described as follows:

Considering the northeasterly line of Lot Sixteen (16) in Block Eight (8) of Replat of Phase Two and Three of Windsor Village Second Filing as bearing S 36°33' 00" E and with all bearings contained herein relative thereto: Commencing at the North Corner of said Lot 16 in Block 8, the said corner being the True Point of Beginning; thence, along the said northeasterly line S 36°33' 00" E, 265.54 feet; thence, S 39°33' 00" E, 165.00 feet; thence, N 53°27' 00" E, 413.59 feet to the centerline of Lake Supply Ditch; thence, N 46° 47' 48" W, 142.97 feet, along the said centerline; thence continuing along the said centerline, N 44° 30' 11" W, 292.44 feet to a point, the said point being the intersection of the extension of the southerly line of Garden Drive; thence, along the southerly line of Garden Drive extended, S 53° 27' 00" W, 356.33 feet to the True Point of Beginning.

Parcel ID #080721400020

together with all lakes, streams, roads, easements, and rights-of-way which traverse or adjoin said lands owned or claimed by Lessor, or which may hereinafter be established to be owned by Lessor, and also in addition to the above described lands and rights, any and all strips or parcels of land other than those constituting regular governmental subdivisions, adjoining or contiguous to the above described land owned or claimed by Lessor, all of the above described lands being hereinafter referred to as (the "Premises") and containing 3.81 acres, more or less.

1. It is agreed that this Lease shall remain in full force for a term of three (3) years from this date ("Primary Term") and as long thereafter as oil or gas of whatsoever volume, nature or kind is produced from the Premises or on acreage pooled or unitized therewith, or Operations are continued as hereinafter provided. If, at the expiration of the Primary Term, oil or gas is not being produced from the Premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, completion, reworking, dewatering, or other operations conducted in an effort to establish, resume or re-establish production of oil and gas, (collectively "Operations") thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted. Operations shall be considered to be continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on the Premises or on acreage pooled or unitized therewith, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional Operations within one hundred eighty (180) days from date of cessation of production or from date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the Primary Term, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled or unitized therewith. If at the expiration of this Lease, Lessee has in use surface or subsurface easements granted to Lessee pursuant to the terms hereof, such easements shall survive the termination of this Lease for as long thereafter as so utilized by Lessee.

2. This is a PAID-UP LEASE. In consideration of the payment made herewith, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the Primary Term. Lessee may at any time or times during or after the Primary Term surrender this Lease as to all or any portion of the Premises and as to any strata or stratum, by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, eighteen and one half percent (18.5 %) of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of products therefrom, the market value at the well of percent (18.5 %) of the product sold or used. On product sold at the well, the royalty shall be eighteen and one half percent (18.5 %) of the net proceeds realized from such sale. All royalties paid on gas sold or used off the Premises or in the manufacture of products therefrom will be paid after deducting from such royalty Lessor's proportionate amount of all post-production costs, including but not limited to gross production and severance taxes, gathering and transportation costs from the wellhead to the point of sale, treating, compression, and processing. On product sold at the well, the royalty shall be eighteen and one half percent (18.5 %) of the net proceeds realized from such sale, after deducting from such royalty Lessor's proportionate amount of all of the above post-production costs and expenses, if any.

4. Where gas from a well capable of producing gas (or from a well in which dewatering operations have commenced), is not sold or used after the expiration of the Primary Term, for the purposes of the Lease such well shall be considered to be producing gas, and the well shall nevertheless be considered to be producing gas for the purposes of this Lease, and Lessee shall pay or tender as royalty to Lessor at the address set forth above One Dollar (\$1.00) per year per net mineral acre, such payment or tender to be made on or before the anniversary date of this Lease next ensuing after the expiration of one hundred twenty (120) days from the date such well is shut in or dewatering operations are commenced and thereafter on or before the anniversary date of this Lease during the period such well is shut in or dewatering operations are being conducted.

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

6. Lessee shall have the right to use, free of cost, gas, and oil produced on the Premises for Lessee's operations thereon, except water from the wells of Lessor.

7. Lessee shall bury Lessee's pipeline below plow depth.

8. Lessee shall pay for damages caused by Lessee's operations on the Premises.

9. Lessee shall have the right at any time to remove all machinery and fixtures (including casing) Lessee has placed on the Premises.

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

11. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the Premises and as to any one or more of the formations thereunder, to pool or unitize the leasehold estate and the mineral estate covered by this Lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists

with respect to such other land, lease or leases. Likewise units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, Operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this Lease shall be treated as if it were production, Operations or a well shut in for want of a market under this Lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive royalties on production from such unit only on the portion of such production allocated to this Lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the Unit bears to the total number of surface acres in such Unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this Lease, expressed or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event that the Premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

12. All expressed or implied covenants of this Lease shall be subject to all Federal, State and Local Laws, Executive Orders, Rules or Regulations, and this Lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation. Any delay or interruption caused by storm, flood, act of God or other event of force majeure shall not be counted against Lessee. If Lessee is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Lease, other than the obligation to make money payments, Lessee shall give to Lessor, prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of Lessee, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance thereof. Lessee shall use all reasonable diligence to remove the force majeure situation as quickly as practicable. However, Lessee shall not be required against its will to settle any labor dispute. The term force majeure shall mean an act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability or failure of equipment, including drilling rigs, delays in obtaining drilling and other required permits despite its diligent efforts, freeze-up of wells or pipelines, and any other cause, whether of the kind specifically enumerated herein or not, which is not reasonably within the control of the Party claiming force majeure. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from producing or conducting Operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding.

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

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

15. Lessee at any time prior to the expiration of the Primary Term, shall have the right and option, but not the obligation, to extend the Primary Term for an additional two (2) year period. To exercise the right to extend the Primary Term, Lessor shall tender to Lessee by depositing in U.S. Mail, a check payable to Lessor ("Extension Payment") in the amount equivalent to the monetary consideration paid to Lessor as consideration for granting this Lease. Once the Extension Payment has been tendered, Lessor agrees to execute and provide to Lessee a recordable document evidencing the extension of the Primary Term of this Lease.

16. Notwithstanding anything to the contrary herein contained, without the further written consent of Lessor, Lessee, its successors or assigns, shall not have the right to occupy or use the surface of the Premises for any reason, including the installation of equipment or facilities associated with any drilling or production operations. Further, other than the use of existing roads, it is understood that Lessee, its successors or assigns shall not access the surface of the Premises without the consent of Lessor. Provided, however, nothing in this Article 16 shall be deemed to diminish or in any way restrict the rights granted in this Lease to use the subsurface of the Premises.

17. It is understood and agreed that Lessee may drill directionally or horizontally into the Premises and/or into land pooled with the Premises pursuant to paragraph eleven (11) (the pooling clause) hereof. Lessee shall have the full, unrestricted and exclusive right, power and authority to produce the oil, gas hydrocarbons, and associated substances lying under or beneath or recoverable from the Premises, either by means of any well or wells the surface drillsites of which are located on other lands, and which said well or wells are drilled directionally or horizontally through and into the Premises, and/or into land pooled with the Premises, the producing intervals of which are bottomed under the Premises or under such pooled area and produce oil, gas and hydrocarbons and associated substances therefrom. Lessor hereby grants unto Lessee such rights-of-way, easements and servitudes in and through the subsurface of the Premises as Lessee may require for boring well holes, casing same, and otherwise completing, producing and maintaining wells either in the Premises or in any land included in the same operating unit as hereinabove provided in this Lease with the Premises or any part thereof. For the purposes of this Lease, wells drilled directionally or horizontally under and into and/or producing from the Premises, the surface drillsites of which are located on other lands, shall be considered to have been drilled in the Premises from drillsites on other lands in the vicinity of the Premises.

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

Town of Windsor, a Colorado Municipal Corporation:

By: _____
JOHN S. VASQUEZ, MAYOR

Attest: _____
By: PATTI GARCIA, TOWN CLERK

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

Seal

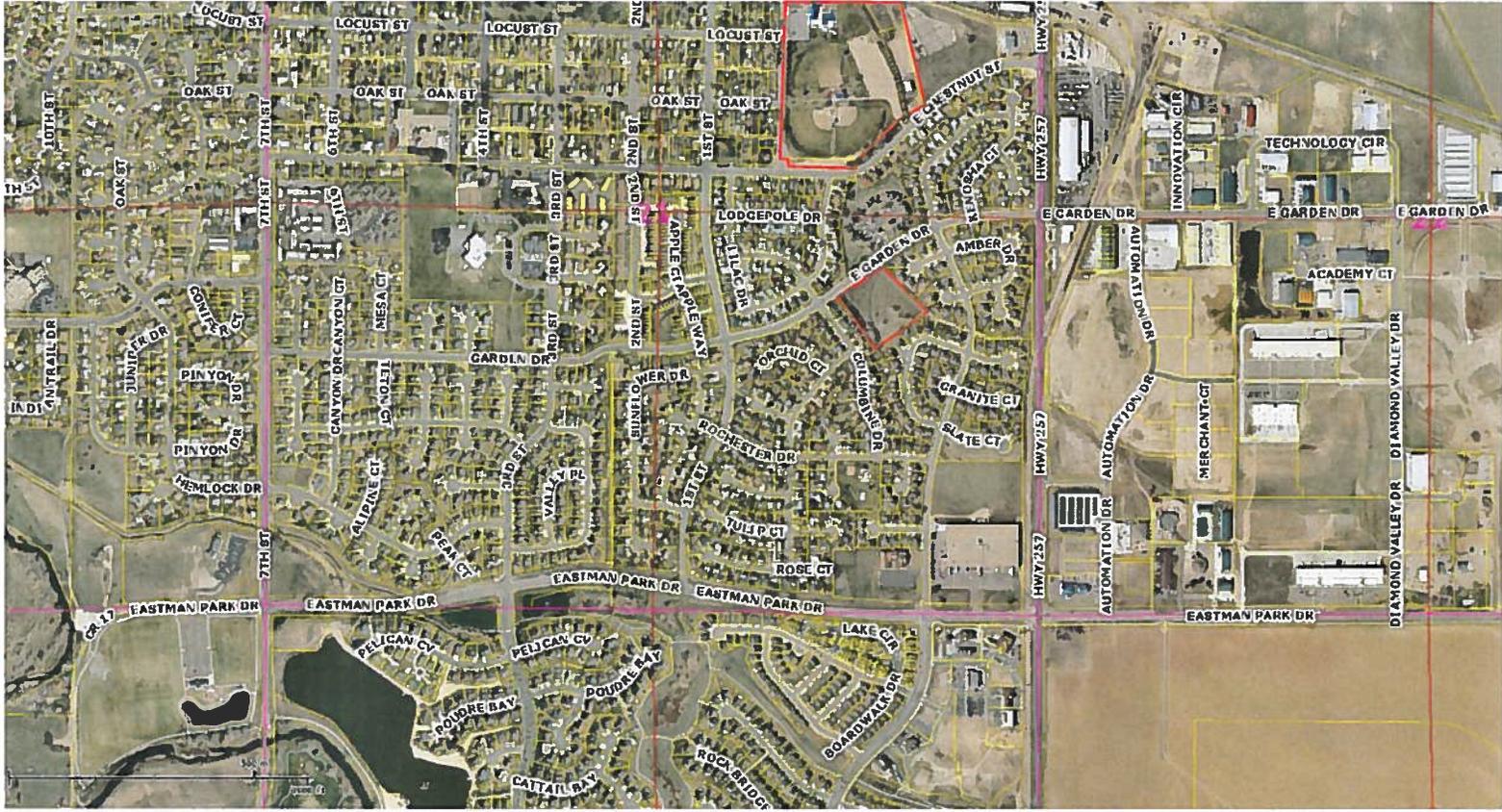
After recording return to: Tekton Windsor, LLC.
640 Plaza Drive, Suite 290,
Highlands Ranch, Colorado 80129

Town of Windsor



Copyright 2011 Weld County Government. All rights reserved. Fri Jun 21 2013 08:10:08 AM.

Town of Windsor



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MEMORANDUM

Date: August 26, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Josh Olhava, Associate Planner
Subject: Resolution Making Certain Findings of Fact and Setting Public Hearing Dates for the Providence Farm Annexation
Location: South of Covenant Park and southeast of Southwood Lane
Item #: C.3

Background:

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

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

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

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

Recommendation: Staff recommends approval of Resolution No. 2013-48 as presented

Notification: None required for this Resolution

Enclosures: Resolution No. 2013-48
2010 Annexation Petition
Deed of Conservation Easement
2013 Annexation Plat

pc: Stanley K. Everitt Grandchildren's Trust, applicants
Stan & Sara Everitt, applicant's representatives

TOWN OF WINDSOR

RESOLUTION NO. 2013-48

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

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

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

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

WHEREAS, the Town Board previously adopted Resolution No. 2013-35 on June 24, 2013, in which certain findings of fact were made and public hearings were scheduled; and

WHEREAS, due to a lack of quorum, the Planning Commission was unable to convene the scheduled public hearing, thus requiring a rescheduling of public hearings as required by The Municipal Annexation Act of 1995 and the requirements of the *Windsor Municipal Code*.

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

1. That pursuant to Section 31-12-107, C.R.S., a petition for annexation has been filed with the Town Clerk for the annexation of certain real property known as the "Providence Farm Annexation", more fully and particularly described within said petition.
2. That the Town Board finds that the aforesaid petition is in substantial compliance with Section 31-12-107(1), C.R.S.
3. That in accordance with the Town Board's determination, public hearings shall be held before the Planning Commission and the Town Board to determine if the proposed annexation complies with Sections 31-12-104 and 105, C.R.S.
4. That a public hearing shall be held before the Planning Commission at 7:00 p.m. on October 9, 2013, at Windsor Town Hall, 301 Walnut Street, Windsor, Colorado.

5. That a public hearing shall be held before the Town Board at 7:00 p.m. on Monday, October 14, 2013, at Windsor Town Hall, 301 Walnut Street, Windsor, Colorado.

6. That the Town Clerk, or her designee, shall give notice of the aforesaid hearings in compliance with the Municipal Annexation Act of 1965.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 26th day of August, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

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

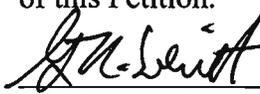
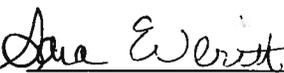
I/we, being more than fifty percent of the landowners in the area described herein, and owning more than fifty percent of the area proposed to be annexed (excluding public streets, public alleys and land owned by the Town of Windsor), do hereby request that the Town of Windsor approve the annexation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

Lot B, RE-3124; Weld County, Colorado

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

In support of this Petition, I/we allege:

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

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

COLD
80550

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

AFFIDAVIT OF PETITION CIRCULATOR

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

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

703

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

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

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

RECITALS

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

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

TNG 8072108

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

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

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

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



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

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

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

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

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

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

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

17. **Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence or intentional acts of any of the Indemnified Parties; (2) the obligations of grantor specified herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Grantee shall hold harmless, indemnify, and defend Grantor and their assigns, personal representatives, and heirs (collectively "Indemnified Parties II") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, for injury or death to any person, or physical damage any property, arising from the actions of the Grantee, its members, directors, officers, employees, agents and contractors, or from a guest or invitee of the Grantee, unless due to negligence or intentional act of the Indemnified Parties II.

18. **Extinguishment.** If circumstances arise in the future such as to render the purpose of this Easement substantially impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other when it first learns of such circumstances. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Colorado law at the time, in accordance with paragraph 19 below.

19. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantee, which the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction, if any, for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

20. **Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.



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

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

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

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

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

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

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

Grantor: Thomas G. Francis
Thomas G. Francis

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

STATE OF COLORADO)
) ss
COUNTY OF Weld)

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

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

Da- B
Notary Public
Address: 1295 Main St.
Windsor CO 80550



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

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

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

Da- B
Notary Public
Address: 1295 Main St.
Windsor CO 80550



PROPERTY DESCRIPTION

Exhibit A

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

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

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

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

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

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

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

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

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

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

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

SURVEYOR'S CERTIFICATE

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

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

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

JN: 2000247


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

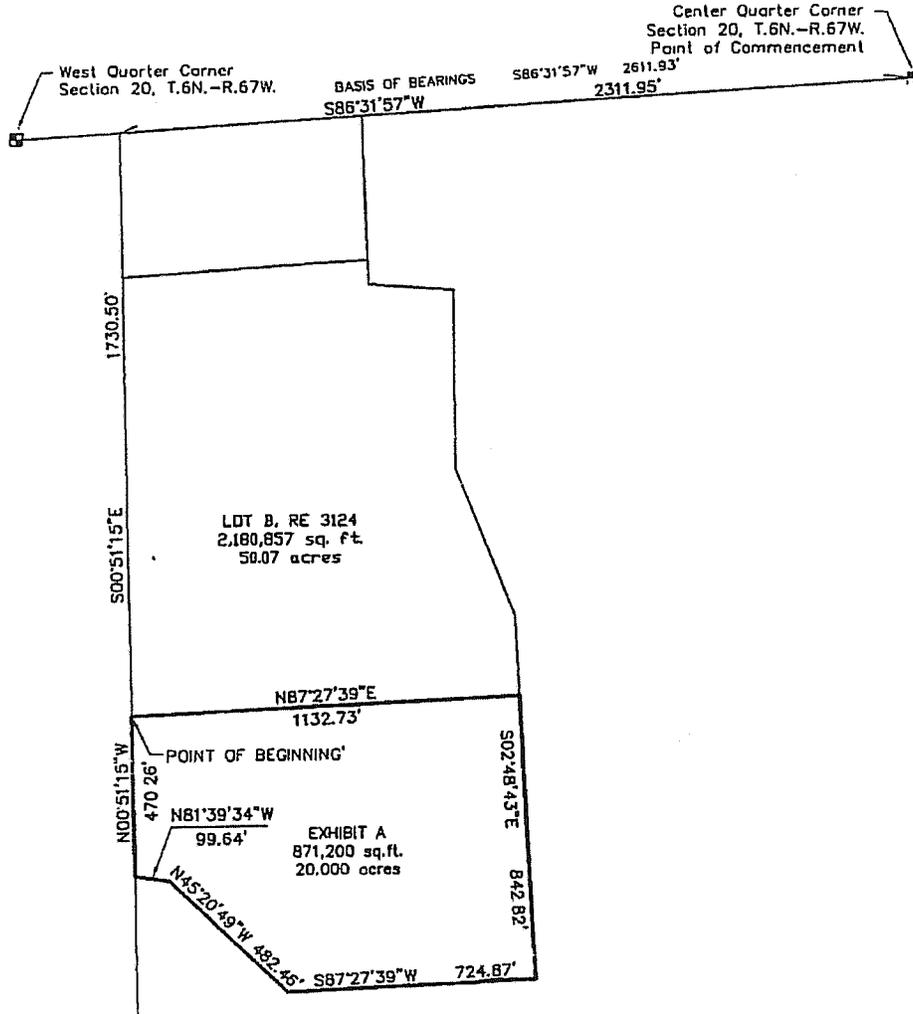
7.1.7r
SR

20 ACRE CONSERVATION
EASEMENT

EXHIBIT B

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

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

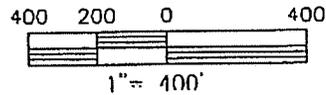
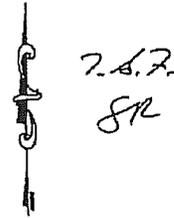


[Handwritten Signature]

3364

10-29-03

REGISTERED PROFESSIONAL LAND SURVEYOR



KING SURVEYORS, INC.

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

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

PROVIDENCE FARM ANNEXATION TO THE TOWN OF WINDSOR

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

DESCRIPTION

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

ACKNOWLEDGEMENT OF OWNERSHIP INTEREST

Know all men by these presents that the undersigned, being all the owners, lienholders, and holders of any ownership interest as defined by the Town of Windsor, of the land described hereon, have caused such land to be annexed as indicated on this plat under the name of PROVIDENCE FARM ANNEXATION. In compliance with Town of Windsor regulations and by contractual agreement, the landowners shall bear all expenses involved in improvements.

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

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

NOTARIAL CERTIFICATE

STATE OF _____)
 ss
COUNTY OF _____)

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

My commission expires _____ Notary Public (SEAL)

ENGINEERING DEPARTMENT APPROVAL

Approved this the _____ day of _____, 20____.

Director of Engineering

PLANNING COMMISSION APPROVAL

Approved this the _____ day of _____, 20____.

Chairman,
Windsor Planning Commission

PUBLIC WORKS DEPARTMENT APPROVAL

Approved this the _____ day of _____, 20____.

Director of Public Works

MAYOR'S CERTIFICATE

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

Mayor _____ ATTEST: _____
Town Clerk

NOTICE OF OTHER DOCUMENTS

All persons take notice that certain documents have been executed pertaining to this development, which create certain rights and obligations of the development, the developer and/or subsequent owners of all or portions of the development site, many of which obligations constitute promises and covenants that run with the land. These documents are of record and are on file with the director of planning of the Town of Windsor and should be closely examined by all persons interested in purchasing any portion of the development site.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

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

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

NOTE

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

TITLE COMMITMENT NOTE

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

NOTE

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

TOWN MANAGER'S APPROVAL

Approved this the _____ day of _____, 20____.

Town Manager

PLANNING DEPARTMENT APPROVAL

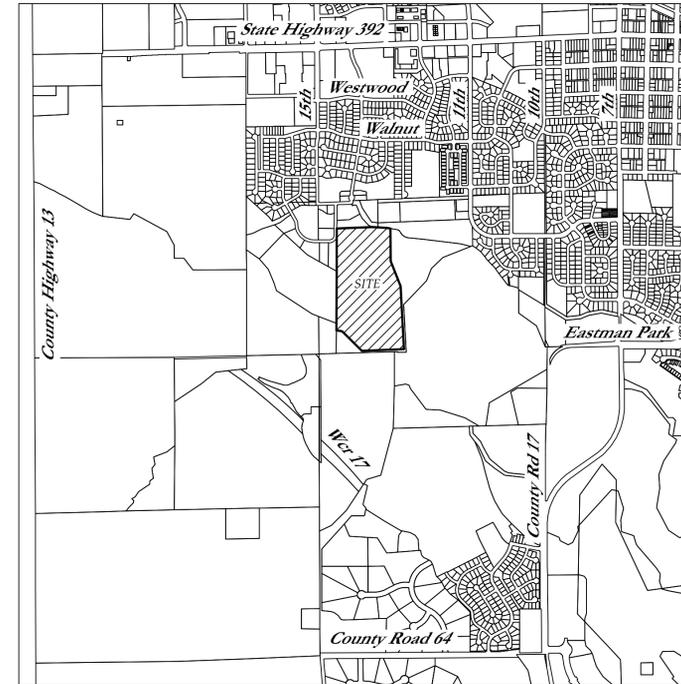
Approved this the _____ day of _____, 20____.

Director of Planning

SURVEYOR'S CERTIFICATE

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

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



VICINITY MAP
(NOT TO SCALE)

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

////// DENOTES CONTIGUOUS BOUNDARY

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

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



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

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

PROJECT #:
2010162

PROVIDENCE FARM ANNEXATION TO THE TOWN OF WINDSOR

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

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

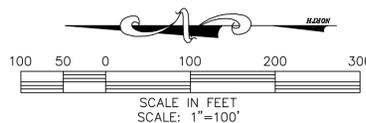
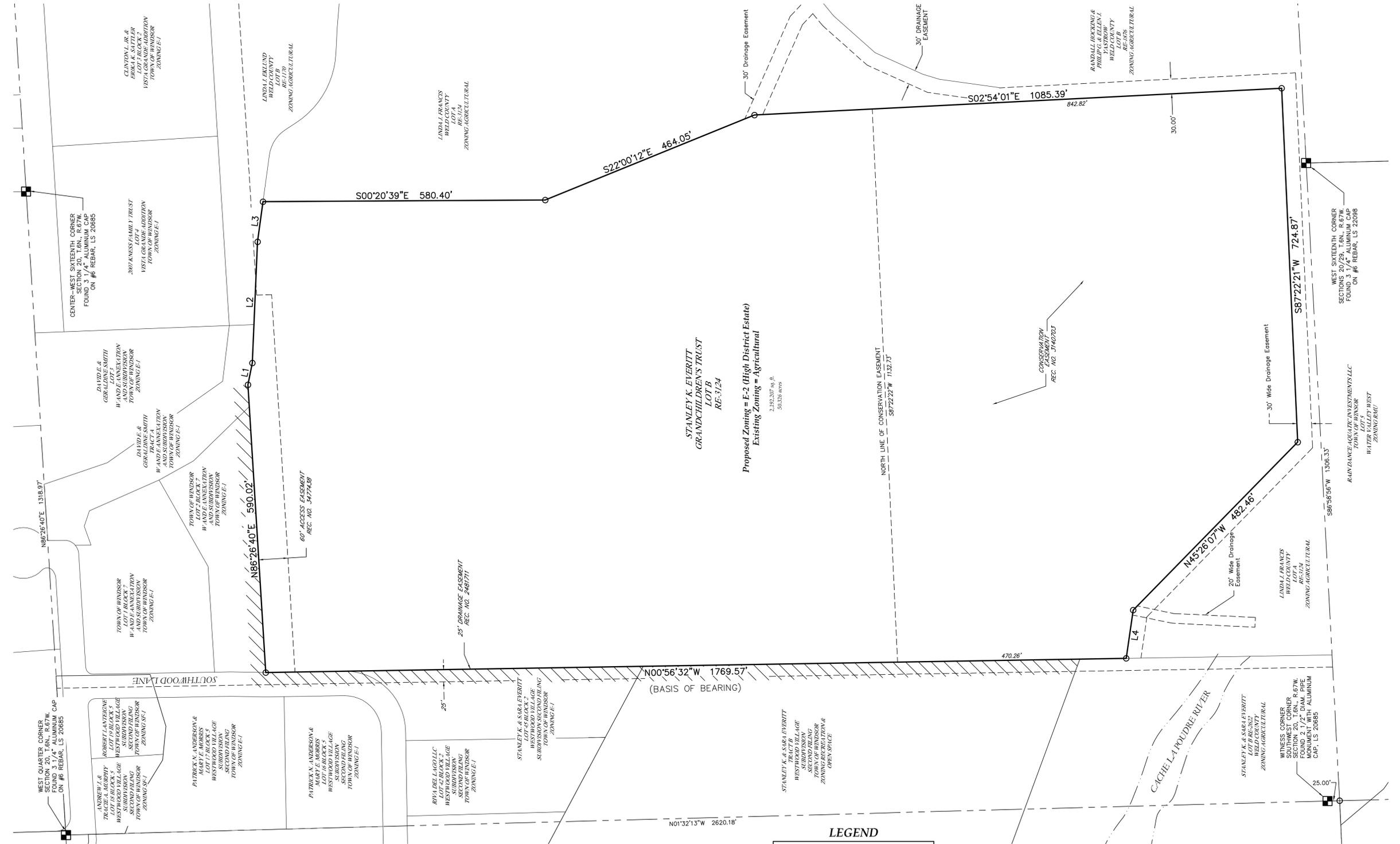
KING SURVEYORS, INC.
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821

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

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

PROJECT #
2010162

2
SHEET 2 OF 2



LEGEND

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

LINE TABLE

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

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



MEMORANDUM

Date: August 26, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Brett Walker, Associate Planner
Subject: Site Plan Presentation – Highland Meadows Subdivision Third Filing, Lot 3,
Block 11 Site Plan – The Meadows Veterinary Center
Location: Approximately 1/3 mile south of Hwy 392; east of Larimer County Road 5
(Fairgrounds Ave) and west of Highland Meadows Parkway.
Item #s: C.4

Background:

The applicant, Dr. Jody Engel, has proposed to construct a veterinary clinic in the Residential Mixed Use (RMU) zoning district. The structure is to be located on a 46,000 sq. ft. (1.056 acre) lot. Improvements include a 3,172 sq. ft. building, patios, walkways, and landscaping. Adequate parking and a trash enclosure exist and are shared with other uses at the site.

A shared parking agreement (Recorded 08/13/2003; Reception No. 2003-0103131) exists for those business/commercial properties surrounding the existing parking lot. The agreement allows for shared use of all the existing parking at the site. Staff has attached the site plan, landscape plan, and building elevations as part of the presentation slides.

The current presentation is intended for the Town Board's information. Should the Town Board have any comments or concerns pertaining to this project, please refer such comments to staff during the presentation so that they may be conveyed to the applicant and their consultant(s). The site plan will be approved administratively through the Town's standard site plan process.

This site plan memo was presented to the Planning Commission on August 21, 2013.

Conformance with Comprehensive Plan: The application is consistent with the following Commercial and Industrial goals and policies of the Comprehensive Plan:

Goals:

1. *All commercial and industrial development should provide a safe, aesthetically-appealing and healthy environment which does not have adverse impacts on surrounding areas.*
3. *Windsor should continue to encourage and promote commercial and industrial development, redevelopment and expansions in order to strengthen its tax base, increase revenue sources, and provide high-quality employment opportunities for its residents.*

Policies:

6. *All commercial and industrial site plans should provide landscaping plans for the exterior portions of the buildings, walkways, parking lots, and street frontages; develop specific landscaping regulations and requirements to implement this policy.*
10. *Encourage employment centers to locate in areas where traffic generation and environmental impacts will have the least impact on adjacent areas, and where connections to existing economic activity can be maximized.*

Conformance with Vision 2025: The proposed application is consistent with Goal 3 (Grow and Diversify the Windsor economy) of the Vision 2025 document.

Notification: No notifications as this item is for presentation purposes

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

Enclosures: Application materials, presentation slides.

Pc: Dr. Jody Engel, applicant
John Ducatman, architect
Cameron Knapp, P.E., engineer

TOWN OF WINDSOR PLANNING DEPARTMENT

301 Walnut Street, Windsor, CO 80550
Phone: 970-674-2415; Fax: 970-674-2456

For office use only:
Project ID No.

LAND USE APPLICATION FORM

Land use applications shall include all items listed in the application submittal checklist and the Town of Windsor Municipal Code. The Town of Windsor Planning Department reserves the right to refuse to accept incomplete submittals. Please see the Town's Municipal Code (Code) for submittal requirements.

APPLICATION TYPE:

- ANNEXATION
- MASTER PLAN
- REZONING
- MINOR SUBDIVISION
- LOT LINE ADJUSTMENT
- MAJOR SUBDIVISION
- SITE PLAN
- ADMINISTRATIVE SITE PLAN
- SITE PLAN - Qualified Commercial or Industrial (Fast Track)

STATUS:

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

PROJECT NAME*: THE MEADOWS VETERINARY CENTER

LEGAL DESCRIPTION*: HIGHLAND MEADOWS SUB., 3rd FILING, LOT 3, BLOCK 11

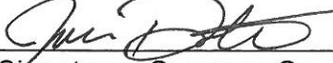
PROPERTY ADDRESS (if available): N.A. - NOT YET ASSIGNED

PROPERTY OWNER (APPLICANT):	
Owner's Name(s)*:	<u>DR. JODY ENGEL</u>
Company:	<u>THE MEADOWS VETERINARY CENTER</u>
Address*:	<u>HIGHLAND MEADOWS SUB., 3rd FILING, LOT 3, BLOCK 11</u>
Primary Phone #*:	<u>303-929-2102</u>
Secondary Phone #:	<u></u>
Fax #*:	<u></u>
E-Mail*:	<u>MPVHINC@AOL.COM</u>

OWNER'S AUTHORIZED REPRESENTATIVE:	
Representative's Name:	<u>JOHN DUCAMAN</u>
Company:	<u>FMD ARCHITECTS</u>
Address:	<u>2841 RIVIERA DRIVE, SUITE 200</u>
Primary Phone #:	<u>330-836-2343</u>
Secondary Phone #:	<u></u>
Fax #:	<u>330-836-7359</u>
E-Mail:	<u>JDUATMAN@FMDARCHITECTS.COM</u>

All correspondence will only be sent to the owner's authorized representative. It is the sole responsibility of the representative to distribute correspondence to the owner and other applicable parties, i.e. engineers, architects, surveyors, attorneys, consultants, etc.

I hereby depose and state under the penalties of perjury that all statements, proposals, and/or plans submitted with or contained within the application are true and correct to the best of my knowledge.

 FMD ARCHITECTS PROJECT MANAGER 6/17/2013
 Signature: Owner or Owner's Authorized Representative** Date

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

JOHN DUCATMAN
Print Name(s)

*Required fields

TOWN OF WINDSOR PLANNING DEPARTMENT301 Walnut Street, Windsor, CO 80550
Phone: 970-674-2415; Fax: 970-674-2456

For office use only:

Project ID No.

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

EXISTING ZONING: RMU	PROPOSED ZONING: RMU - NO CHANGE
TOTAL ACREAGE: 1.056 ACRES	
TOTAL # OF PROPOSED LOTS: 0 - NO PROPOSED LOTS	
AVERAGE LOT SIZE: N.A.	
MINIMUM LOT SIZE: N.A.	
TOTAL # OF PROPOSED PHASES: N.A.	
ACREAGE PER PHASE: N.A.	
LOTS PER PHASE: N.A.	
PARKLAND (sq. ft. & acreages): N.A. - NONE	
PARKLAND (public or private): N.A. - NONE	
IRRIGATION WATER (potable or non-potable): POTABLE FROM DOMESTIC CONNECTION	

UTILITIES TO BE PROVIDED BY:

WATER: FT. COLLINS - LOVELAND WATER DISTRICT
SEWER: SOUTH FORT COLLINS SANITATION DISTRICT
GAS: XCEL ENERGY
ELECTRIC: POUDRE VALLEY REA
PHONE: CENTURY LINK

IF THIS IS A FINAL APPLICATION, SUBMIT TOTALS OF THE FOLLOWING IN LINEAR FEET
(use separate sheets if necessary):

PUBLIC STREETS (break down by classification/width):	0
PRIVATE STREETS (break down by classification/width):	0
TOTAL STREETS (break down by classification/width):	0
WATER LINES (break down by line sizes):	42' OF 3/4" SERVICE LINE - (PRIVATE)
SEWER LINES (break down by line sizes):	50' OF 4" SERVICE LINE - (PRIVATE)
CURB:	0
GUTTER:	0
SIDEWALK:	94' OF 4' WIDE WALK - (PRIVATE)
OPEN SPACE (not to include detention areas) in sq ft & acres:	22,604 sq ft (0.519 acres)
TRAIL EASEMENTS (break down by width):	0
Developed trail (break down by width, depth & material):	0
Undeveloped trail (break down by width, depth & material):	0

For office use only:

Applicable Corridor Plan:	
Metropolitan District:	
Application fee: \$	Date received: By:



SITE PLAN PRESENTATION
HIGHLAND MEADOWS SUBDIVISION
THIRD FILING, LOT 3, BLOCK 11

THE MEADOWS VETERINARY CENTER
8030 LARIMER COUNTY ROAD 5

Josh Olhava, Associate Planner
August 26, 2013

Town Board

Item C.4



QUALIFIED COMMERCIAL & INDUSTRIAL SITE PLAN

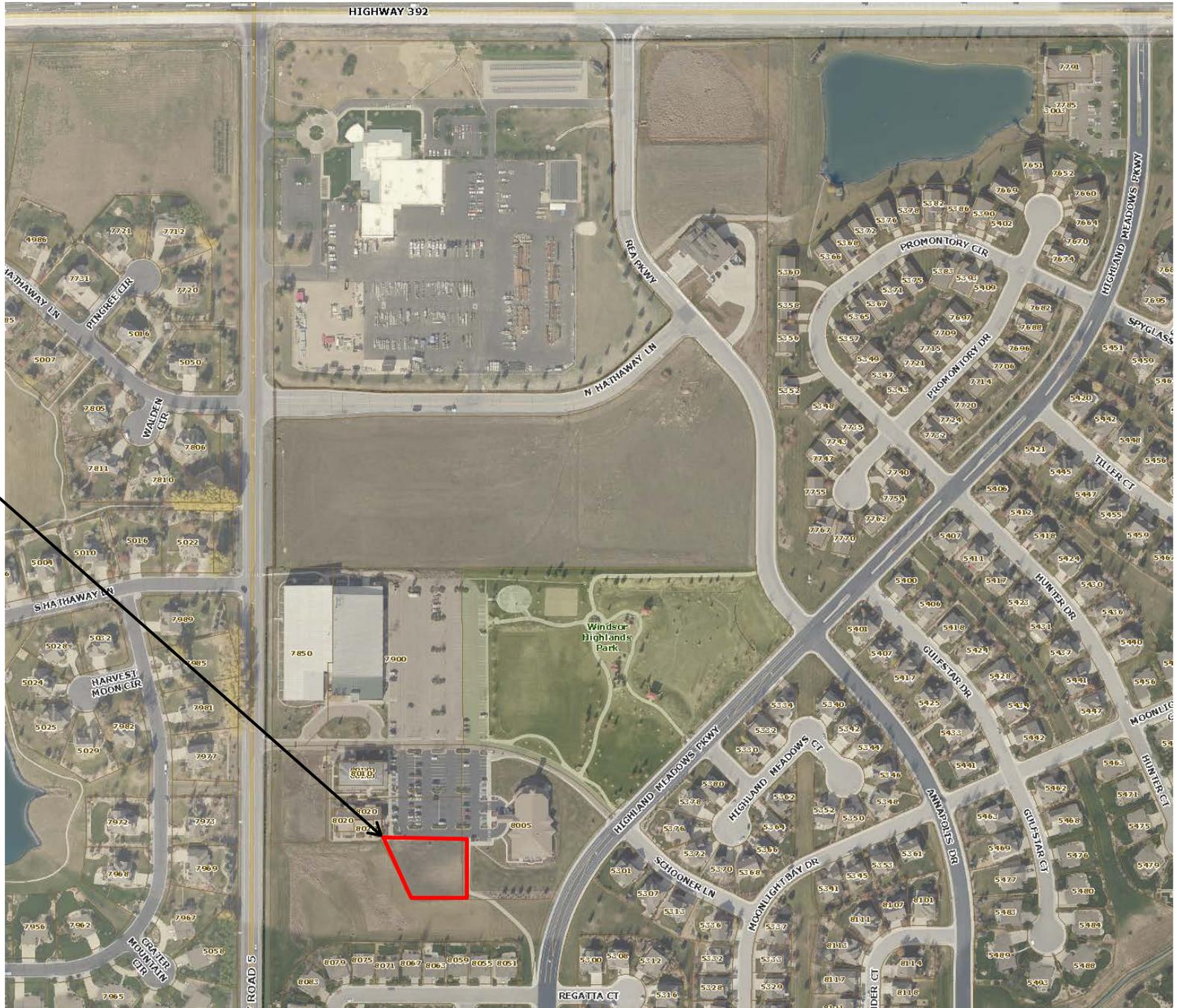
Article IX of Chapter 17 of the Municipal Code outlines the purposes of the Qualified Commercial & Industrial Site Plan process such that:

Sec. 17-9-10. Intent and Purpose

“Commercial and industrial site plans proposed to be developed on lots that have either previously been subdivided or are presently being subdivided as part of a minor subdivision shall qualify for administrative site plan review in accordance with the requirements of this Section.”

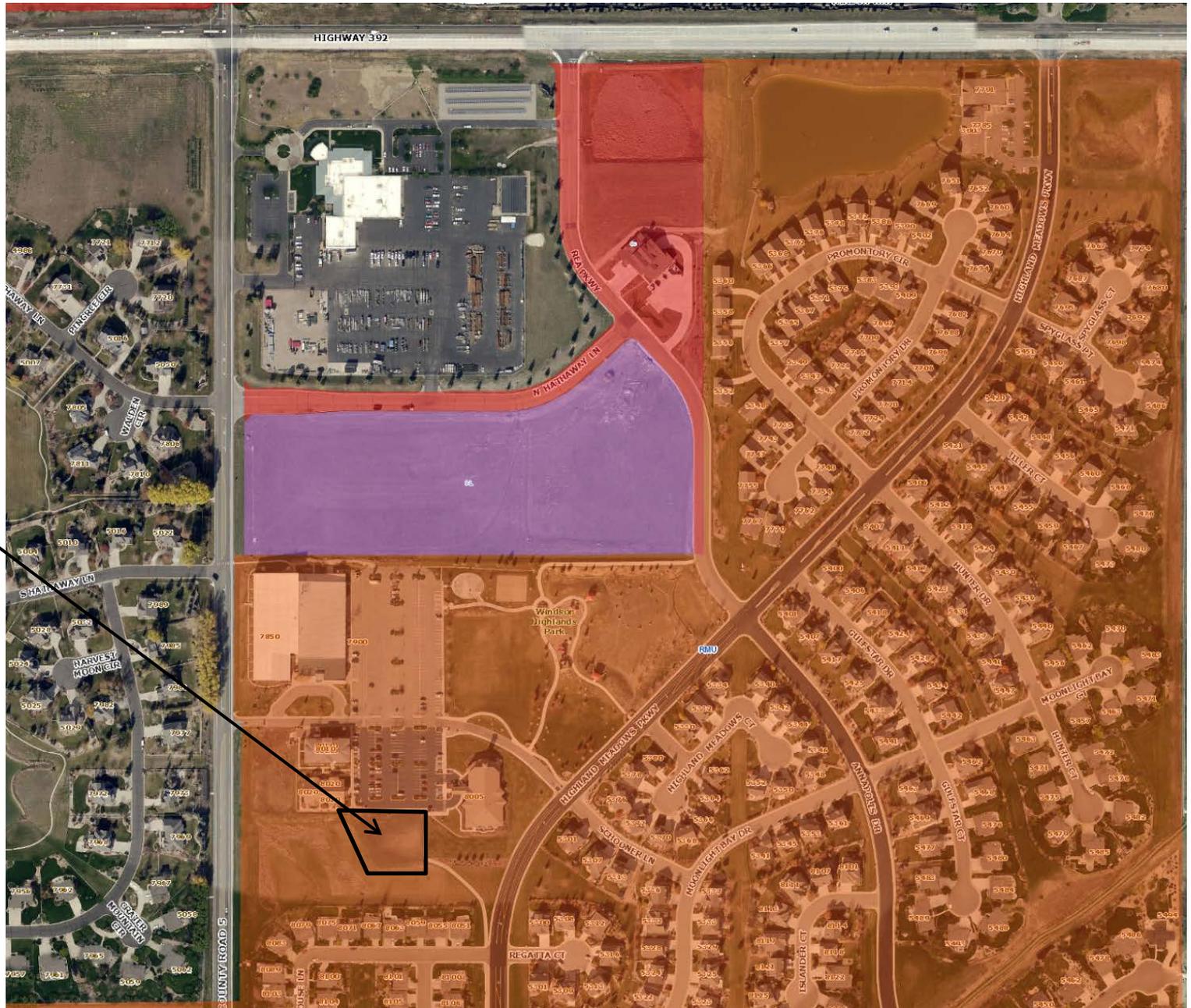
SITE VICINITY MAP

Site Location

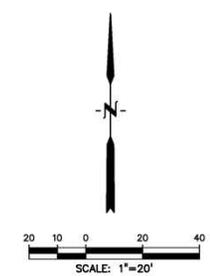
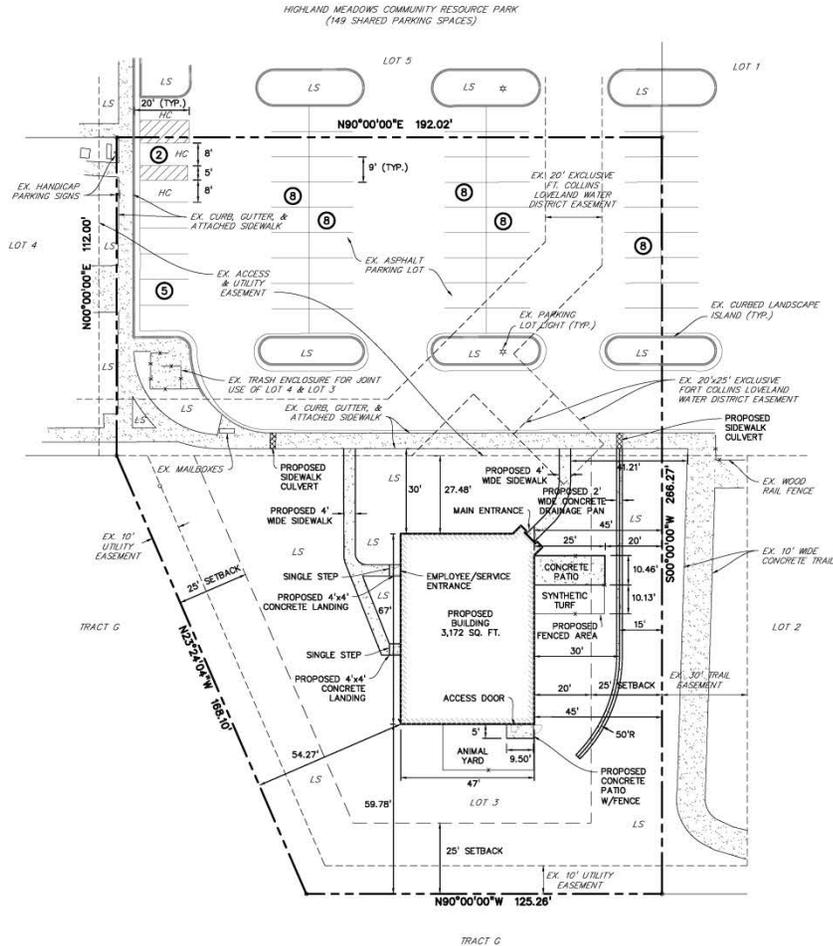


SITE PROXIMITY ZONING MAP

Site Location:
Residential Mixed
Use (RMU)



SITE PLAN



LEGEND

PROPERTY LINE	---
PARKING SPACES	⊙
EX. CONCRETE	▭
EX. LIGHT POLE	⊛
PROPOSED CONCRETE	▭
EX. SIGN	⊥
LANDSCAPE AREA	LS
EX. FENCE LINE	—+—

SITE DATA TABLE

TOTAL SITE COVERAGE	SQ. FT.	ACRES	% OF LOT
LOT SIZE	45,980	1.056	100%
+PROPOSED BUILDING	3,160	0.073	6.87%
PARKING	16,793	0.386	36.52%
PRIVATE DRIVES	0	0.000	0%
PUBLIC STREETS	0	0.000	0%
SIDEWALKS & PATHWAYS	4,020	0.092	8.74%
OPENS SPACE/LANDSCAPING	22,007	0.505	47.87%

SITE INFORMATION:

1. ADDRESS – 8030 LARIMER COUNTRY ROAD 5 WINDSOR, CO.
2. SITE INFO. – 45,980 SQ. FT. OR ±1.056 ACRES OF HIGHLAND MEADOWS SUBDIVISION, THIRD FILING, LOT 3, BLOCK 11 – WINDSOR, COLORADO.
3. BUILDING FLOOR SPACE – 2,988 SQ. FT.
4. ZONING – RMU (RESIDENTIAL MIXED USE)
5. MAXIMUM ALLOWED BUILDING HEIGHT – 35' PROPOSED BUILDING HEIGHT – 19' 4"
6. PARKING PROVIDED ON PROPERTY – 45 SPACES + 2 HANDICAP SPACES TOTAL = 47 SPACES

**TOWN OF WINDSOR
DRAWING APPROVAL**

REVIEW IS FOR GENERAL COMPLIANCE WITH TOWN STANDARDS. NO RESPONSIBILITY IS ASSUMED FOR CORRECTNESS OF DESIGN.

DATE _____ BY _____
TOWN ENGINEER

FMD ARCHITECTS

2841 Rivers Drive, Suite 201
Fairport, Ohio 44333
P: 330.866.2500
www.fmdarchitects.com

DREXEL-BARBELL & CO.
3000 WEST STREET
BOULEVARD, SUITE 100
BOULDER, COLORADO, SPRINGS

ARCHITECTS-PLANNERS-CONSTRUCTION-ADMINISTRATION-LEED-ACCREDITED

**HIGHLAND MEADOWS SUBDIVISION
THIRD FILING, LOT 3, BLOCK 11
SITE PLAN
(THE MEADOWS VETERINARY CENTER,
DR. JODY ENGEL)**

SITE PLAN

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FMD ARCHITECTS INC.
(A LEED FIRM)

JOB NUMBER: 13-264

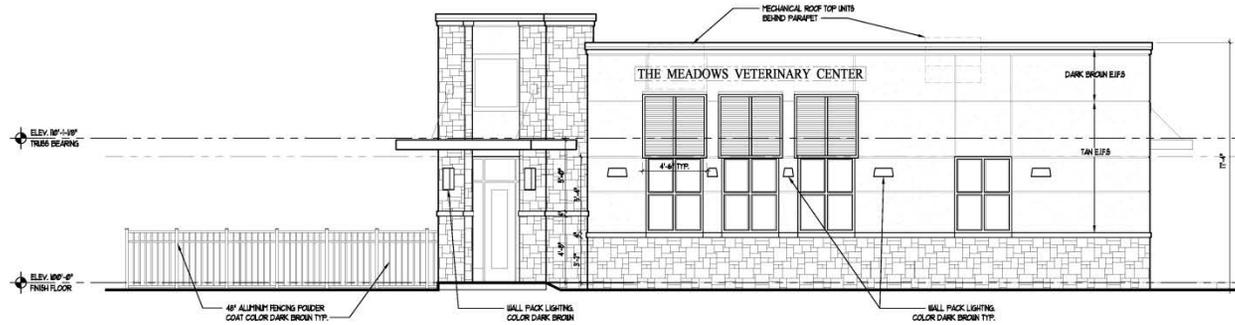
5-17-2013 - SITE PLAN SUBMISSION
8-8-2013 - SITE PLAN RESUBMISSION

2 OF 12



LANDSCAPE PLAN

BUILDING ELEVATIONS



3
5 OF 7
NORTH ELEVATION
SCALE: 1/4" = 1'-0"

GENERAL NOTES

1 CHANGES BY THE CONTRACTOR TO THE DESIGN INTENT SHALL BE HIGHLIGHTED TO THE ARCHITECT IN SHOP DRAWINGS. ACCEPTANCE OF NON-CONFORMING SHOP DRAWINGS DOES NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE WHAT IS IN THE CONTRACT DOCUMENTS.

EXTERIOR FINISH SCHEDULE

NOTE: ALL COLORS TO BE VERIFIED BY SAMPLE WITH OWNER & ARCHITECT PRIOR TO ORDERING MATERIALS.

WINDOWS UNCOLORED PELLA 300 SERIES VINYL WINDOWS. EXTERIOR FINISH BROWN. SEE SHEET # 400 FOR HEAD JAMB, SILL DETAILS AND # 400 WINDOW SCHEDULE FOR FURTHER INFORMATION.

EIFS: COLOR 1 - DARK BROWN
COLOR 9 - TAN

STONE: MANUFACTURED STONE - BROWNSTONE SERIES VENEER WATERMARK CLADDING BY THE ROCK GROUP OR "COURTAVENUE" BY ELCONADO STONE - COLOR - SANDER. PRE-MANUFACTURED CONCRETE WATERTABLE AND SILLS SIGN.

ROOFING: FIRESTONE RUBBERGARD ECOFITE EPDM SINGLE SINGLE PLY ROOFING AS BASE BID. FIRESTONE RUBBERGARD EPDM IN BLACK AS ALTERNATE BID.

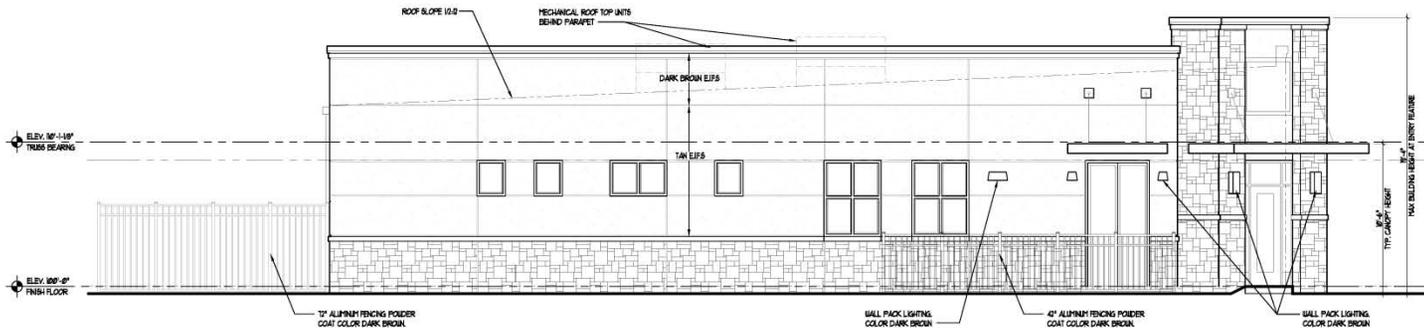
SEALANT: AT ALL DISJUNCTURAL MATERIALS SHALL BE BY PAINTED IN COLOR TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS FULL RANGE.

HIGHLAND MEADOWS SUBDIVISION
THIRD FILING, LOT 3, BLOCK 11
SITE PLAN
(THE MEADOWS VETERINARY CENTER
DR. JODY ENGEL)

ALL EXTERIOR BUILDING LIGHTING TO BE FULL CUT-OFF AND PORTIONED IN FULL CUT-OFF.



2
5 OF 7
NORTH/EAST ELEVATION
SCALE: 1/4" = 1'-0"



1
5 OF 7
EAST ELEVATION
SCALE: 1/4" = 1'-0"

DREXEL, BARRELL & CO.
ARCHITECTS
1800 11TH STREET
CALDEN, CALIFORNIA 95926
(916) 445-4539
WWW.DREXELBARRELL.COM

FMD
ARCHITECTS

2841 Redwood Drive, Suite 200
Folsom, Ohio 44133
P: 330.884.2343
F: 330.884.2349
WWW.FMDARCHITECTS.COM

HIGHLAND MEADOWS SUBDIVISION
THIRD FILING, LOT 3, BLOCK 11
SITE PLAN
(THE MEADOWS VETERINARY CENTER,
DR. JODY ENGEL)

EXTERIOR ELEVATIONS

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JOB NUMBER: 13-954

6-17-2013 - SITE PLAN SUBMISSION

8-8-2013 - SITE PLAN RESUBMISSION

BUILDING ELEVATIONS

GENERAL NOTES

1. CHANGES BY THE CONTRACTOR TO THE DESIGN INTENT SHALL BE HIGHLIGHTED TO THE ARCHITECT IN SHOP DRAWINGS. ACCEPTANCE OF NON-CONFORMING SHOP DRAWINGS DOES NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE WHAT IS IN THE CONTRACT DOCUMENTS.

EXTERIOR FINISH SCHEDULE

NOTE: ALL COLORS TO BE VERIFIED BY SAMPLE WITH OWNER & ARCHITECT PRIOR TO ORDERING MATERIALS.

WINDOWS: UNIDORS: PELLA 360 SERIES VINYL WINDOWS. EXTERIOR FINISH BROWN, SEE SHEET A-800 FOR HEAD, JAMB, SILL DETAILS AND A-800 WINDOW SCHEDULE FOR FURTHER INFORMATION.

EIFS: COLOR 4 - DARK BROWN
COLOR 9 - TAN

STONE: MANUFACTURED STONE - BROOKSTONE SERIES VENEER, WATERMARK CLADDING BY THE ROCK GARDEN OR "GEMSTONE" BY ELDORADO STONE - COLOR - BANBELL. PRE-MANUFACTURED CONCRETE WATERTABLE AND SILLING.

ROOFING: PRESTONE RUBBERGLASS SCOTTSBURY EPDM SINGLE PLY ROOFING AS BASE BID. PRESTONE RUBBERGLASS EPDM IN BLACK AS ALTERNATE BID.

SEALANT: AT ALL DISJUNCTION MATERIALS SHALL BE BY PAINTED IN COLOR TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS FULL RANGE.

HIGHLAND MEADOWS SUBDIVISION
THIRD FILING, LOT 3, BLOCK 11
SITE PLAN
(THE MEADOWS VETERINARY CENTER
DR. JODY ENGEL)

ALL EXTERIOR BUILDING LIGHTING TO BE FULL CUT-OFF AND POSITIONED IN FULL CUT-OFF.

DREVEL, BARRELL & CO.
Engineers - Surveyors
1001 W. 10TH AVE. SUITE 100
BOULDER, CO 80502
CONTACT: (303) 442-0338
WWW.DREVELARCHITECTS.COM

FMD
ARCHITECTS

2841 Rivers Drive, Suite 200
Boulder, CO 80502
Phone: (303) 442-7343
F: 303.442.7339
www.fmdarchitects.com

HIGHLAND MEADOWS SUBDIVISION
THIRD FILING, LOT 3, BLOCK 11
SITE PLAN
(THE MEADOWS VETERINARY CENTER,
DR. JODY ENGEL)

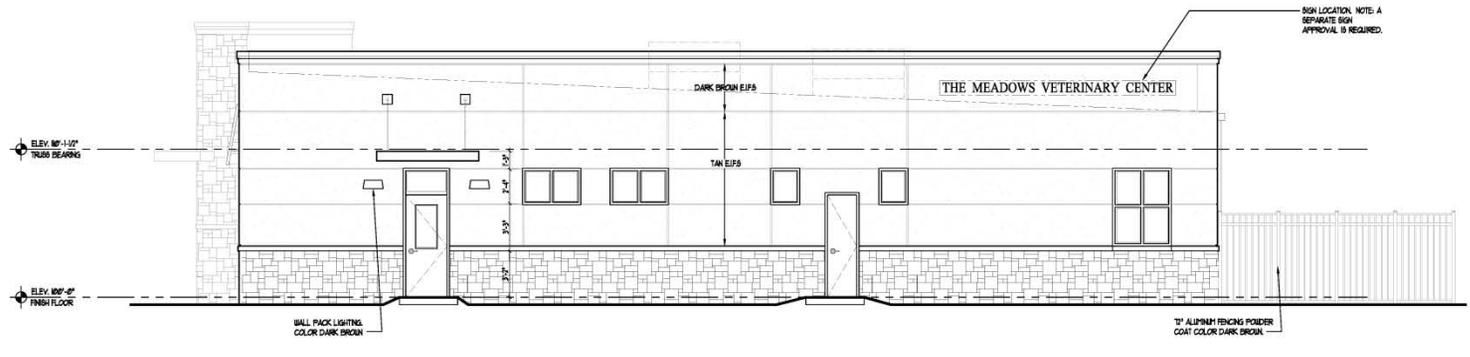
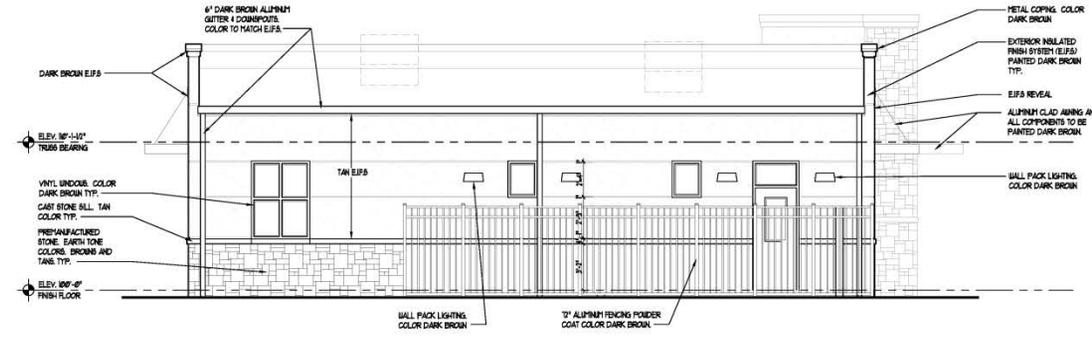
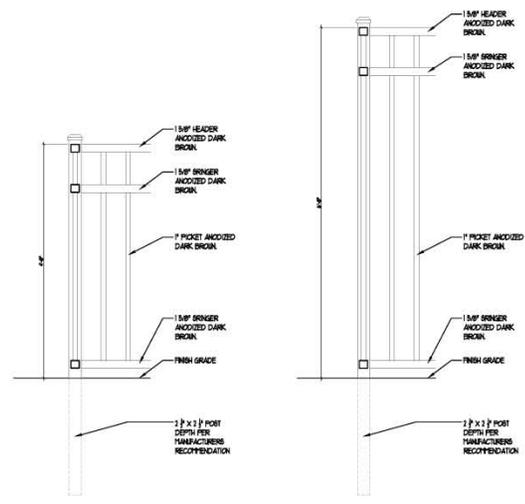
EXTERIOR ELEVATIONS

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JOB NUMBER: 13-964

6-17-2013 - SITE PLAN SUBMISSION

8-8-2013 - SITE PLAN RESUBMISSION





MEMORANDUM

Date: August 26, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Brett Walker, Associate Planner
Subject: Public Hearing – Amendments to Chapters 15, 16 and 17 of the Windsor Municipal Code to update application submittal requirements for electronic submittals, referral processes, and building permit document submittal, fee references, and building permit expiration
Item #: C.5 & C.6

Discussion:

Chapters 15, 16 and 17 of the Windsor Municipal Code contain application submittal requirements for land use and building permit applications, the Town's referral process for said land use applications, and building permit fee and expiration timeframes. The code sections no longer reflect current practices that Town staff uses for application submittal, referral, and review.

Currently, the Municipal Code references paper copy submittals of required application materials. With current technology, Town staff is able to accept electronic (PDF) files of most required documents. Electronic submittals increase efficiency by saving staff time at application intake and distribution, and saves the applicant's time and money related to printing costs.

The proposed amendments will update Municipal Code referral processes to reflect the more efficient electronic review process that the Town began implementing in recent years. With current technology, Town staff is able to more efficiently distribute referral materials electronically to outside agencies. The proposed changes to the Municipal Code reflect current referral processes using email and other means to electronically distribute documents. Electronic distribution of referral materials saves Town staff time and reduces distribution costs for envelopes, stamps, etc.

Windsor Municipal Code Sections 16-4-30 and 16-4-40 detail building permit application submittal requirements, building permit fees, and building permit expiration timeframes. The proposed code edits are meant to simplify the process of amending application submittal requirements in the future, eliminates application fee details to the Board-adopted fee schedule, and updates expiration timeframes with the current International Building Code/International Residential Code.

If the Town Board approves the proposed code edits, Planning staff will be able to update the Town's land use applications to reflect the code changes.

Recommendation:

On August 21, 2013, the Planning Commission voted to forward a recommendation of approval of the attached ordinance to the Town Board, and Town staff concurs with that recommendation.

Attachments: Draft ordinance

Notification: Notice of August 21, 2013 Planning Commission public hearing published in the Windsor Beacon on Friday, August 9, 2013 as well as being published on the Town's website and bulletin board.

Notice of August 26, 2013 Town Board public hearing published in the Windsor Beacon on Friday, August 9, 2013 as well as being published on the Town's website and bulletin Board.

pc: Kelly Arnold, Town Manager
Ian McCargar, Town Attorney
Stacy Johnson, Economic Development Manager
Russ Weber, SafeBuilt

TOWN OF WINDSOR, COLORADO

ORDINANCE NO. 2013- _____

AN ORDINANCE REPEALING, AMENDING AND RE-ADOPTING PORTIONS OF CHAPTERS 15, 16 AND 17 OF THE *WINDSOR MUNICIPAL CODE* WITH RESPECT TO PAPERLESS DEVELOPMENT REVIEW PROCEDURES

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

WHEREAS, the Town has in place a comprehensive system of land use regulations, both administrative and substantive; and

WHEREAS, the Town's administrative processes for review of development applications has undergone significant modernization, to the point where current references to paper copies in the submittal requirements within the *Windsor Municipal Code* are no longer necessary; and

WHEREAS, the Town's Planning Commission has convened a public hearing, and has recommended that the Town Board adopt the within Ordinance; and

WHEREAS, the Town Board has considered the recommendation of the Planning Commission and other relevant evidence, and has concluded that the within Ordinance is a proper exercise of its authority to regulate land use to promote the public health, safety and welfare; and

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

Section 1. Section 15-1-30 of the *Windsor Municipal Code* is hereby repealed, amended and re-adopted to read as follows:

Sec. 15-1-30. Preliminary steps.

(a) Procedure. At least fifteen (15) days prior to the presentation of any annexation petition to the Town Board, the applicant shall submit to the Town in electronic format an annexation petition, the annexation fee, the master plan fee, and the master plan and annexation map. The annexation and master plan fee shall be such fees then in effect, as established by resolution of the Town Board. Additional paper copies of any required documents may be required if deemed necessary for review purposes.

(1) The Planning Department shall review all documents submitted for completeness and accuracy. If all documents are complete and accurate, the Planning Department shall submit the annexation petition to the Town Clerk.

(2) The Town Clerk shall present the annexation petition and a resolution initiating annexation proceedings to the Town Board, which shall thereafter establish a date for a public hearing. Upon the establishment of a public hearing date, the Town Clerk shall give appropriate notice in accordance with the Colorado Municipal Annexation Act of 1965, as amended, and shall specifically direct copies of the annexation petition and the resolution initiating the annexation procedure by certified mail to the Clerk of the Board of County Commissioners and to the County Attorney of the County wherein the territory is located. Copies of the annexation petition and the resolution initiating the annexation procedure shall also be sent by certified mail to any school district or special district having territory within the annexed area. These copies shall be sent at least twenty-five (25) days prior to the public hearing.

(3) Upon acceptance of the annexation petition by the Town Board, the Planning Department shall furnish to the following entities copies of the annexation map and the master plan. The Planning Department may submit copies of the annexation map and the master plan to additional interested entities as determined by the Planning Department in its sole discretion. Such entities shall be advised by the Planning Department of the scheduled hearing date and shall further be notified that any objections to the annexation and master plan must be submitted to the Town in writing no later than seven (7) days after receipt of the annexation map and master plan:

- a. Telecommunications utility.
- b. Gas and electric utilities.
- c. Town Engineer.
- d. Windsor-Severance Fire Rescue.
- e. Water and sewer utilities.
- f. Colorado Department of Transportation.
- g. Town Recreation Department.
- h. Respective School District in which the subject property is located.
- i. Cable television provider.

(4) The Planning Department shall submit the annexation map, master plan and zoning request to the Planning Commission. The Planning Commission shall review the annexation map, master plan and zoning request at a public hearing and shall submit a written recommendation to the Town Board.

(b) Annexation map. All annexation maps shall be made with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, and shall be on a reproducible medium with outer dimensions of twenty-four by thirty-six (24 x 36) inches. The annexation map shall contain the following information:

- (1) The date of preparation, the scale and a symbol designating true north.
- (2) The name of the annexation.
- (3) The names, addresses, phone numbers and fax numbers of the applicant and the firm or person responsible for preparing the annexation map.
- (4) The legal description (including lot, block, subdivision, section, township, range).
- (5) Distinction of the boundary that is contiguous to the Town and the length of same.
- (6) Lot and block numbers if the area is already platted.
- (7) Existing and proposed easements and rights-of-way for collector and arterial streets.
- (8) Existing and requested zoning and acreage of each requested zone.
- (9) Ownership of all parcels within and adjacent to the annexation.
- (10) Appropriate certification blocks as directed by the Planning Department.
- (11) Vicinity map.
- (12) Revisions block. An information block entitled "Revisions" shall be included on all annexation maps, and all such blocks for revisions shall include entry blocks for a) the date of each revision, b) the initials of the person who made the revision, and c) a brief description of the revision. The applicant or applicant's representative shall be responsible for making entries in each of these respective blocks each time a revision has been made to the annexation map.

(c) Master plan. The applicant shall submit to the Planning Department the master plan fee, as established by resolution of the Town Board, along with the requirements provided in Subsection (a) above. All master plans shall be made with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, and shall be on a reproducible medium with outer dimensions of twenty-four by thirty-six (24 x 36) inches. The master plan shall contain the following information:

- (1) The date of preparation, the scale and a symbol designating true north.

- (2) The name of the annexation.
- (3) The names, addresses, phone numbers and fax numbers of the applicant and the firm or person responsible for preparing the master plan.
- (4) Existing and proposed easements and rights-of-way for collector and arterial streets.
- (5) On each land use-specific section of the plan identify:
 - a. Projected acreage, minimum lot size and gross and net residential densities;
 - b. Projected acreage designated for parks, open space and other public and semi-public uses;
 - c. Projected acreage for industrial and commercial uses; and
 - d. All of these projected acreages must equal the total acreage of the parcel shown in the Land Use Legend in Subparagraph (6)d below.
- (6) Land Use Legend showing:
 - a. Proposed gross and net residential densities;
 - b. Proposed acreage designated for each specific land use – parks, commercial, industrial, residential, other public and semi-public uses, streets, etc.;
 - c. Proposed zoning classifications; and
 - d. Total acreage of the parcel.
- (7) Existing watercourses with adequate easements for flood control.
- (8) Designation of all public sites to be reserved and dedicated.
- (9) Existing two-foot contours.
- (10) Appropriate certification blocks as directed by the Planning Department.
- (11) Vicinity map.
- (12) Revisions block. An information block entitled "Revisions" shall be included on all master plans, and all such blocks for revisions shall include entry blocks for a) the

date of each revision, b) the initials of the person who made the revision, and c) a brief description of the revision. The applicant or applicant's representative shall be responsible for making entries in each of these respective blocks each time a revision has been made to the master plan.

(d) Supportive information. The following supportive information shall be submitted in electronic format as specified by the Town with the annexation map and master plan. Additional paper copies of any required documents may be required if deemed necessary for review purposes:

- (1) A Town application form provided by the Planning Department. If signed by the authorized representative, written evidence of such authorization signed by the property owner shall be submitted as well.
- (2) A Town general application overview form provided by the Planning Department.
- (3) A deed or legal instrument identifying the applicant's interest in the property.
- (4) A soils description and limitation. This supportive information is not required where contemporaneous approval of a master plan is not requested.
- (5) Preliminary utility plan. Such utility plan shall include the size and location of all existing utility lines and facilities and the approximate size and location of all proposed utility lines and facilities. A table with estimates of peak hour and maximum day water and wastewater demands shall be included on the utility plan. This supportive information is not required to be submitted where contemporaneous approval of a master plan is not requested.
- (6) Preliminary drainage plan showing flow patterns, including off-site contributions, detention and retention areas and discharge areas. This supportive information is not required to be submitted where contemporaneous approval of a master plan is not requested.
- (7) An affidavit concerning the amount and historical use of all water rights owned within the last three (3) years.
- (8) A statement on community need for the proposed annexation and zoning.
- (9) For all annexations in excess of ten (10) acres, the applicant shall obtain from the school district serving the area to be annexed a statement of the effect of the annexation upon the school district, including an estimate of the number of students generated by the proposed annexation and the capital construction required to serve such students. The school district statement generated pursuant to this sub-section shall be incorporated into the application materials.

Section 2. Section 15-2-30 of the *Windsor Municipal Code* is hereby repealed, amended and re-adopted to read as follows:

Sec. 15-2-30. Preliminary steps.

(a) Procedure. The applicant shall submit in electronic format the master plan and all required supportive information as may be required by the Planning Department. Additional paper copies of any required documents may be required if deemed necessary for review purposes. Applicants shall pay the master plan fee then in effect as established by resolution of the Town Board. The Planning Department shall review all documents submitted for completeness and accuracy.

(b) Master plan. All master plans shall be made with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, and shall be on a reproducible medium with outer dimensions of twenty-four by thirty-six (24 x 36) inches. The master plan shall contain the following information:

- (1) The date of preparation, the scale and a symbol designating true north.
- (2) The name of the master plan.
- (3) The names, addresses, phone numbers and fax numbers of the applicant and the firm or person responsible for preparing the master plan.
- (4) Existing and proposed easements and rights-of-way for collector and arterial streets.
- (5) On each land use-specific section of the plan identify:
 - a. Projected acreage, minimum lot size and gross and net residential densities;
 - b. Projected acreage designated for parks, open space and other public and semi-public uses;
 - c. Projected acreage for industrial and commercial uses; and
 - d. All of these projected acreages must equal the total acreage of the parcel shown in the Land Use Legend in Subparagraph (6)d. below.
- (6) Land Use Legend showing:
 - a. Proposed gross and net residential densities;

b. Proposed acreage designated for each specific land use – parks, commercial, industrial, residential, other public and semi-public uses, streets, etc.;

c. Proposed zoning classifications; and

d. Total acreage of the parcel.

(7) Existing watercourses with adequate easements for flood control.

(8) Designation of all public sites to be reserved and dedicated.

(9) Existing two-foot contours.

(10) Appropriate certification blocks as directed by the Planning Department.

(11) Vicinity map.

(12) Revisions block. An information block entitled "Revisions" shall be included on all master plans, and all such blocks for revisions shall include entry blocks for: a) the date of each revision; b) the initials of the person who made the revision; and c) a brief description of the revision. The applicant or applicant's representative shall be responsible for making entries in each of these respective blocks each time a revision has been made to the master plan.

(c) Supportive information. The following supportive information shall be submitted in electronic format as specified by the Town with the proposed master plan. Additional paper copies of any required documents may be required if deemed necessary for review purposes:

(1) An application form provided by the Planning Department. In the event the application form is signed by an authorized representative, written evidence of such authorization shall likewise be provided.

(2) A general application overview on a form provided by the Planning Department.

(3) A deed or legal instrument identifying the applicant's interest in the property.

(4) A soils description and limitation report.

(5) A preliminary utility plan. Such utility plan shall include the size and location of all existing utility lines and facilities and the approximate size and location of all proposed utility lines and facilities. A table with estimates of peak hour and maximum day water and wastewater demands shall be included on the utility plan.

- (6) A preliminary drainage plan showing flow patterns, including off-site contributions, detention and retention areas and discharge areas.

Section 3. Section 16-4-30 of the Windsor Municipal Code is hereby repealed, amended and re-adopted to read as follows

Sec. 16-4-30. Application for building permit.

(a) All applications for building permits shall be accompanied by documents, plans, and information as listed on the building permit application in effect at the time of submittal. To ensure the health, safety, and welfare of the community, the Building Official has the authority to amend the building permit application submittal requirements at any time.

(b) One (1) copy of the plans shall be returned to the applicant by the Zoning Officer after he or she shall have marked such copy either as approved or disapproved and attested to same by his or her signature on such copy. The second copy of the plans, similarly marked, shall be retained by the Zoning Officer.

(c) An application for a building permit shall be deemed complete as defined by this Code when:

(1) All of the required information and submittal materials, as listed on the building permit application in effect at the time of submittal, have been submitted to and received by the zoning officer of the Town;

(2) All plan review, administrative, and building permit fees are paid as set by resolution by the Town Board; and

(3) The Zoning Officer has certified the application as complete.

Section 4. Section 16-4-40 of the Windsor Municipal Code is hereby repealed, amended and re-adopted to read as follows:

Sec. 16-4-40. Expiration of building permit.

(a) If the work described in any building permit has not begun within one-hundred eighty (180) days from the date of issuance thereof, said permit shall expire.

(b) Subsequent to building permit issuance, if no work is performed for a period of one-hundred eighty (180) continuous days, said permit shall expire. In order to verify progress of work, a building inspection is required.

Section 5. Section 16-5-20 of the *Windsor Municipal Code* is hereby repealed, amended and re-adopted to read as follows:

Sec. 16-5-20. Rezoning applications.

(a) Purpose. The purpose of this Section is to provide a procedure for changing the existing zone classification of a parcel(s) of land within the Town.

(b) Responsibilities of applicant.

(1) The applicant is responsible for having a representative at all meetings when the request is reviewed. Failure to have a representative present will be cause to have the item withdrawn from the agenda of that meeting.

(2) The applicant shall meet with the Planning Department to obtain a rezoning petition and to discuss the requirements of rezoning.

(c) Preliminary submission to Planning Commission.

(1) Procedure. The applicant shall submit to the Planning Department in electronic format **as** specified by the Town the rezoning petition, the review fee as established by resolution of the Town Board, the preliminary rezoning map and the required supportive information. Additional paper copies of any required documents may be required if deemed necessary for review purposes. Such submission shall allow the Planning Department to schedule consideration of the rezoning proposal by the Planning Commission.

a. The Planning Department shall distribute application materials to the appropriate referral agencies and offices.

b. The Planning Department shall submit the rezoning petition, rezoning map and the required supportive information to the Planning Commission. The Planning Commission shall give notice and hold a public hearing on the request as provided in Section 16-4-60. The Planning Commission shall submit a written recommendation to the Town Board within the time limit fixed by Section 16-5-10.

(2) Preliminary rezoning map and data shall be submitted in electronic format as specified by the Town. Additional paper copies of any required documents may be required if deemed necessary for review purposes. All rezoning maps shall be made with an engineer's scale, minimum scales to be one (1) inch represents two hundred (200) feet, shall be on one (1) or more sheets with outer dimensions of twenty-four by thirty-six (24 x 36) inches and shall contain the following information:

a. The date of preparation, the scale and a symbol designating true north.

- b. A legal description of the area proposed for rezoning, including total acreage.
- c. Each ownership within and adjacent to the property.
- d. Existing and proposed zone classification.
- e. The location and dimensions of all existing and proposed easements and rights-of-way.
- f. A description of all developed on-site property, including its use and total acreage.
- g. Vicinity map.

(3) Supportive information. The following supportive information shall be submitted with the rezoning map:

- a. Complete rezoning petition.
 - b. List of names and mailing addresses of owners of all property within three hundred (300) feet of the area for which rezoning is requested.
 - c. A statement regarding the justification for rezoning.
- (d) Final submission to Town Board.

(1) Procedure. The applicant shall submit to the Planning Department in electronic format as specified by the Town the final rezoning map a minimum of fifteen (15) days prior to a regularly scheduled meeting of the Town Board.

- a. The Town Board shall give notice and hold a public hearing on the rezoning request as provided in Section 16-4-60.
- b. If the rezoning request is approved, the ordinance affecting the rezoning shall become effective thirty (30) days after publication. The Official Zoning Map of the Town shall be changed only upon the approval of the Town Board, in accordance with Section 16-3-20 of this Chapter.

(2) Final rezoning map. The final rezoning map shall conform to the preliminary rezoning map as approved. Appropriate certification blocks as required by the Town shall appear on the final rezoning map.

(3) Upon final approval of the Town Board, the applicant shall submit to the Planning Department a certified copy of a compact disc (CD) containing all drawings that have been approved by the Town, plus either two (2) translucent original Mylars of final rezoning maps to be recorded in the office of the Weld County Clerk and Recorder or three (3) translucent original Mylars of final rezoning maps to be recorded in the office of the Larimer County Clerk and Recorder within ten (10) days of the effective date of the ordinance. Incomplete or inaccurate CDs and CDs that are not certified, reproduction Mylars, dark-colored or tinted Mylars and sepias will not be accepted.

Section 6. Section 17-4-20 of the *Windsor Municipal Code* is hereby repealed, amended and re-adopted to read as follows:

Sec. 17-4-20. Subdivision procedure.

(a) The subdivider is responsible for having a representative at all meetings where the subdivision request is reviewed. Failure to have a representative present will be cause to have the item withdrawn from the agenda of that meeting.

(b) No major subdivision plat shall become effective until after a public hearing thereon, at which parties in interest and citizens shall have an opportunity to be heard.

(c) Upon the filing of an application, petition or other document, the designated hearing authority shall set a date for a public hearing, to afford the public a full opportunity to be heard on such application, petition or document.

(d) Preliminary plat.

(1) Procedure. The subdivider shall submit to the Planning Department in electronic format as specified by the Town the preliminary plat, along with a review fee set by resolution of the Town Board and all required supportive information as set forth in this Section. Additional paper copies of any required documents may be required if deemed necessary for review purposes. Such submission shall allow the Planning Department to schedule consideration of the preliminary plat by the Planning Commission.

a. Upon the filing of the preliminary plat, the applicant or applicant's representative shall distribute copies of the preliminary plat to the following agencies and offices for review and comments (additional agencies or offices may be added to this list of referrals at the sole discretion of the Planning Department):

1. Gas and electric utilities.
2. Telecommunications utility.
3. Windsor-Severance Fire Rescue.

4. Cable television provider.
5. Windsor Post Office.
6. Respective school district in which the subject property is located.
7. Water and sewer utilities.

The preliminary plat shall be accompanied by written notice to the agencies and offices, and this written notice shall state that any comments or objections must be received by the Planning Department within ten (10) days of the receipt of this notice. Unless otherwise indicated on the "Developer's Referral Checklist" or later required by the Planning Department, the referral agency or office will not be contacted for comments or objections concerning the final plat. The Planning Department shall distribute application materials to referral agencies in a timely manner.

b. The subdivider shall meet with the Planning Department to review the recommendations of the referral agencies.

c. The preliminary plat and recommendations shall be reviewed by the Planning Commission as provided by planning policy.

d. The Planning Commission shall either approve or disapprove the preliminary plat. If the preliminary plat is approved, it shall be valid for a period of one (1) year from the date of approval. If a complete final plat application is received within the aforementioned one-year period, the preliminary plat approval shall remain valid during the review of the final plat unless said final plat application becomes inactive, at which time the preliminary plat shall be considered to have expired. For the purposes of this Section, an application shall be deemed inactive if the applicant does not submit required application materials as specified by the Town within one (1) year from the date requested by the Town. The applicant may submit a formal written request for reinstatement of an expired preliminary plat for a period of time not to exceed one (1) year for Planning Commission consideration within one (1) year of such expiration.

(2) Plats and data. All preliminary plats shall be made at a scale of either one (1) inch represents fifty (50) feet, with the exception of subdivisions which propose a minimum lot size of one (1) acre or greater which shall be made at a scale of one (1) inch represents one hundred (100) feet, shall be on a reproducible medium of one (1) or more sheets with outer dimensions of twenty-four (24) by thirty-six (36) inches and shall contain the following information:

a. The date of preparation, the scale, a symbol designating the zoning and a symbol designating true North.

- b. The proposed name of the subdivision.
- c. The legal description (lot, block, subdivision, section, township, range).
- d. The names, boundaries and zoning of adjacent subdivisions, streets and property owners.
- e. The names, addresses, phone numbers and fax numbers of the subdivider and firms or persons responsible for preparing the plat.
- f. The location and dimensions of all existing utilities, streets, alleys, easements, rights-of-way and watercourses within and adjacent to the subdivision and the names of all such streets.
- g. The location and dimensions of all proposed utilities, streets, alleys, easements, rights-of-way and watercourses within and adjacent to the subdivision and names of all such streets, alleys, easements, rights-of-way and watercourses.
- h. The lot numbers, approximate dimensions and the total lots devoted to each zone district on the plat.
- i. The total acreage of the parcel with a designation of the specific acreage dedicated to each zone district included in the parcel, the acreage of streets, public areas and other uses.
- j. Designation of any area subject to flooding and adequate easements for flood control.
- k. Traffic control plan.
- l. Vicinity map.
- m. Revisions block. An information block entitled "Revisions" shall be included on all preliminary plats, and all such blocks for: revisions shall include entry blocks for 1) the date of each revision, 2) the initials of the person who made the revision, and 3) a brief description of the revision. The applicant or applicant's representative shall be responsible for making entries in each of these respective blocks each time a revision has been made to the preliminary plat.

(3) Supportive information. The following supportive information shall be submitted in electronic format as specified by the Town with the preliminary plat. Additional paper copies of any required documents may be required if deemed necessary for review purposes.

- a. A Town application form provided by the Planning Department. If signed by the authorized representative, written evidence of such authorization signed by the property owner shall be submitted as well.

- b. A Town general application overview form provided by the Planning Department.
- c. A deed or legal instrument identifying the applicant's interest in the property.
- d. Preliminary utility drawings. Such utility drawings shall include, but shall not be limited to, existing and proposed facilities and utility lines, sizes and appurtenances, storm drainage facilities, etc. Appurtenances shall include valves, fire hydrants, manholes, etc.
- e. Traffic study prepared by a licensed engineer.
- f. Traffic control plan prepared by a licensed engineer.
- g. Proposed deed restrictions.
- h. A soil types and limitations report if not submitted when the area was annexed.
- i. Description and location of any hazardous areas (i.e., floodplain, geological, topographic, etc.) on the subject property and proposed remedial features.
- j. Preliminary drainage plan and report.
- k. Topographical map with two-foot contour intervals.
- l. Preferred method of water rights dedication: total acreage, lot-by-lot or by phase.
- m. A landscaping plan for any public right-of-way adjacent to any arterial street.
- n. A written narrative description of special considerations requested by the developer including but not limited to:
 - 1. Phasing plan (24" x 36" phasing plan plat).
 - 2. Landscaping proposal for all areas other than and in addition to the landscaping plan required for arterial streets in Item No. (3)n. above (also to be delineated on the preliminary plat).
 - 3. Infrastructure oversizing requirements.
 - 4. Park land dedication (also to be delineated on the preliminary plat).
 - 5. Design variations of required public improvements.

6. Any variations to subdivision regulations proposed in accordance with the Planned Unit Development (PUD) overlay.

(e) Final Plat. The final plat shall be submitted in electronic format as specified by the Town. Additional paper copies of any required documents may be required if deemed necessary for review purposes.

(1) Procedure. The subdivider shall submit to the Planning Department the final plat and complete construction utility drawings, along with a fee set by resolution of the Town Board and all required supportive information as set forth in this Section. Such submission shall allow the Planning Department to schedule consideration of the final plat by the Planning Commission.

a. Upon receipt of the final plat, the applicant or the applicant's representative shall distribute copies thereof along with accompanying notices to the agencies and offices set forth in Subsection 17-4-20(e) in a manner consistent with the requirements of that Section.

b. The subdivider shall meet with the Planning Department to review the recommendations of the referral agencies and offices.

c. The final plat and recommendations shall be reviewed by the Planning Commission as provided by planning policy.

d. The Planning Commission shall either recommend approval, conditional approval or disapproval of the final plat and shall submit a written recommendation to the Town Board.

e. The Planning Department shall prepare a memorandum of agreement for public improvements which shall be signed by the applicant.

f. The final plat, recommendation of the Planning Commission and memorandum of agreement shall be reviewed by the Town Board as provided by planning policy, which shall either approve or disapprove the final plat or refer the same back to the Planning Commission for further study.

g. Upon final approval of the Town Board, the subdivider shall submit the following to the Planning Department:

1. A certified copy of a compact disc (CD) or other electronic data storage format as approved by the Town which shall contain the information exactly as is contained within the subdivision plat as finally approved by the Town. The CD shall be: (1) formatted and certified in accordance with the Town's requirements; and (2) first approved by the Town's Geographic Information Systems (GIS) technician. Any CD or other approved digital media submitted pursuant to this Section shall conform to all requirements of the Town's most current Electronic Document Submittal Standards, a copy of which shall be maintained by the Director of Planning and made available to the public. Incomplete or inaccurate CDs and CDs that are not certified will not be accepted.

2. Translucent original Mylars of final plats to be recorded in the office of the applicable Clerk and Recorder and translucent original Mylars of complete construction utility drawings. The quantity of submittals required under this Subparagraph shall be established by the Director of Planning. Final plat Mylars shall include signatures on the appropriate certification blocks. Reproduction Mylars, dark-colored or tinted Mylars and/or sepias will not be accepted.

h. The Town Clerk shall cause the approved final plat to be recorded in the office of the County Clerk and Recorder.

(2) Plats and data. All final plats shall be made at a scale of either one (1) inch represents fifty (50) feet, with the exception of subdivisions which propose a minimum lot size of one (1) acre or greater which shall be made at a scale of one (1) inch represents one hundred (100) feet, shall be in electronic format of one (1) or more sheets with outer dimensions of twenty-four (24) by thirty-six (36) inches and shall conform to the preliminary plat as approved, except that the final plat may constitute only a portion of the territory covered by the preliminary plat.

a. The final plat shall contain the following information:

1. The date of preparation, the scale, a symbol designating the zoning and a symbol designating true North.

2. The name of the subdivision.

3. The legal description (lot, block, subdivision, section, township, range).

4. The names, boundaries and zoning of adjacent subdivisions, streets and property owners.

5. The names, addresses, phone numbers and fax numbers of the subdivider and the firms or persons responsible for preparing the plat.

6. A complete description of primary control points to which all dimensions, angles, bearings and similar data on the plat shall be referred.

7. All bearings, distances, chords, radii, central angles and tangent lengths for all lots, blocks, perimeters, easements and rights-of-way.

8. The location and physical description of all monuments.

9. Identification of each lot or site by a number and designation of the area of each lot in square feet.

10. Vicinity map.

11. Revisions block. An information block entitled "Revisions" shall be included on all final plats, and all such blocks for revisions shall include entry blocks for a) the date of each revision, b) the initials of the person who made the revision, and c) a brief description of the revision. The applicant or applicant's representative shall be responsible for making entries in each of these respective blocks each time a revision has been made to the final plat.

b. Appropriate certification blocks as required by the Town shall appear on the final plat.

(3) Supportive information. The following supportive information shall be submitted in electronic format as specified by the Town with the final plat. Paper copies shall be submitted, where indicated. Additional paper copies of any required documents may be required if deemed necessary for review purposes.

a. Complete improvement plans prepared by a registered professional engineer at a scale no smaller than one (1) inch represents fifty (50) feet to include the following:

1. Complete street plans and profiles.

2. Complete storm drainage plans and profiles.

3. Complete sanitary sewer plans and profiles, and water main plans with grades and sizes indicated.

4. Complete overlot and final grading plans.

b. One electronic version as specified by the Town and one paper copy of final drainage plan and report.

c. One electronic version as specified by the Town and one paper copy of design soil test results and the corresponding location map.

d. Final subdivision plat reduced to no larger than eleven (11) by seventeen (17) inches.

e. Final boundary closure calculations for the exterior boundary of the subdivision and for each individual lot prepared by a licensed civil engineer or land surveyor.

(4) Street lighting plan shall be reviewed and approved by the Town prior to construction of electrical utilities.

Section 7. Section 17-5-20 of the *Windsor Municipal Code* is hereby repealed, amended and re-adopted to read as follows:

Sec. 17-5-20. Subdivision procedure.

(a) Initial submittal.

(1) Procedure. The subdivider shall consult with the Planning Department in regard to the requirements of this Article and any special consideration pertaining to the site.

a. The subdivider shall submit a review fee set by resolution of the Town Board, and submit in electronic format as specified by the Town the minor subdivision plat and all required supportive information as set forth in this Section to the Planning Department.

b. Upon the filing of the minor subdivision plat, the Planning Department shall distribute application materials to the following agencies and offices for their review and comments (Additional agencies or offices may be added to this list of referrals at the sole discretion of the Planning Department):

1. Gas and electric utilities.
2. Telecommunications utility.
3. Windsor-Severance Fire Rescue.
4. Cable television provider.
5. Windsor Post Office.
6. Respective school district in which the subject property is located.
7. Water and sewer utilities.

The minor subdivision plat shall be accompanied by written notice to the agencies and the offices, and this written notice shall state that any comments or objections must be received by the Planning Department within ten (10) days of the receipt of this notice. Unless otherwise indicated on the "Developer's Referral Checklist" or later required by the Planning Department, the referral agency or office will not be contacted for comments or objections concerning the minor subdivision plat.

(2) Plats and data. All minor subdivision plats shall be made at a scale of either one (1) inch represents fifty (50) feet or one (1) inch represents one hundred (100) feet, shall be on a reproducible medium of one (1) or more sheets with outer dimensions of twenty-four (24) by thirty-six (36) inches and shall contain the following information:

- a. The date of preparation, the scale, a symbol designating the zoning and a symbol designating true North.
- b. The proposed name of the subdivision.
- c. The legal description (lot, block, subdivision, section, township, range).
- d. The names, boundaries and zoning of adjacent subdivisions, streets and property owners.
- e. The names, addresses, phone numbers and fax numbers of the subdivider and firms or persons responsible for preparing the plat.
- f. The location and dimensions of all existing utilities, waterways, rights-of-way, easements and streets within and adjacent to the subdivision and the names of all such streets and watercourses.
- g. The location and dimensions of all proposed utilities, watercourses, rights-of-way, easements and streets within and adjacent to the subdivision and names of all such streets and watercourses.
- h. The lot numbers, approximate dimensions and the total lots devoted to each zone district on the plat.
- i. The total acreage of the parcel with a designation of the specific acreage dedicated to each zone district included in the parcel, the acreage of streets, public areas and the other uses.
- j. The location and dimensions of all existing and proposed features on the site, including buildings, easements, rights-of-way and watercourses.
- k. Designation of any area subject to flooding and adequate easements for flood control.

- l. Traffic control plan.
 - m. Vicinity map.
 - n. All bearings, distances, chords, radii, central angles and tangent lengths for all lots, blocks, perimeters, easements and rights-of-way.
 - o. A complete description of primary control points to which all dimensions, angles, bearings and similar data on the plat shall be referred.
 - p. The location and physical description of all monuments.
 - q. Identification of each lot or site by a number and a designation of the area of each lot in square feet.
 - r. Appropriate certification blocks as required by the Town.
 - s. Revisions block. An information block entitled "Revisions" shall be included on all minor subdivision plats, and all such blocks for revisions shall include entry blocks for 1) the date of each revision, 2) the initials of the person who made the revision, and 3) a brief description of the revision. The applicant or applicant's representative shall be responsible for making entries in each of these respective blocks each time a revision has been made to the minor subdivision plat.
- (3) Supportive information. The following supportive information shall be submitted in electronic format as specified by the Town with the minor subdivision plat. Additional paper copies of any required documents may be required if deemed necessary for review purposes.
- a. A Town application form, provided by the Planning Department. If signed by the authorized representative, written evidence of such authorization signed by the property owner shall be submitted as well.
 - b. A Town general application overview form provided by the Planning Department.
 - c. A deed or legal instrument identifying the applicant's interest in the property.
 - d. Complete set of utility drawings. Such utility drawings shall include, but shall not be limited to, existing and proposed facilities and utility lines, sizes and appurtenances, storm drainage facilities, etc. Appurtenances shall include valves, fire hydrants, manholes, etc.
 - e. Topographical map with two-foot contour intervals.
 - f. Complete improvement plans prepared by a registered professional engineer at a scale no smaller than one (1) inch represents fifty (50) feet to include the following:

1. Complete street plans and profiles.
 2. Complete storm drainage plans and profiles.
 3. Complete sanitary sewer plans and profiles, and water main plans with grades and sizes indicated.
 4. Complete overlot and final grading plans.
- g. Drainage plan and report.
 - h. Design soil test results and a corresponding location map.
 - i. Preferred method of water rights dedication: total acreage, lot-by-lot or phase.
 - j. Landscaping plan for any public right-of-way adjacent to any arterial street.
 - k. Written narrative description of special considerations requested by the developer including but not limited to:
 1. Phasing plan (24" x 36" phasing plan plat).
 2. Landscaping proposal for all areas other than and in addition to the landscaping plan required for arterial streets in Item No. (3)k. above (also to be delineated on minor subdivision plat).
 3. Infrastructure oversizing requirements.
 4. Park land dedication (also to be delineated on minor subdivision plat).
 5. Design variations of required public improvements.
 6. Any variations to subdivision regulations proposed in accordance with the Planned Unit Development (PUD) overlay.
- (b) Submittal of corrections and plat recording.
- (1) The subdivider shall meet with the Planning Department to review the recommendations of the referral agencies.
 - (2) The subdivider shall make any changes and corrections that may be required. Such changes and corrections shall be reviewed by the Planning Department.

(3) The Planning Department shall prepare a memorandum of agreement for public improvements which shall be signed by the subdivider.

(4) The subdivider shall submit to the Planning Department the corrected minor subdivision plat.

(5) Upon final staff approval, the subdivider shall submit the following to the Planning Department:

a. A compact disc (CD) or other electronic data storage format as approved by the Town which shall contain the information exactly as is contained within the minor subdivision plat as finally approved by the Town. The CD shall be: (1) formatted and certified in accordance with the Town's requirements; and (2) first approved by the Town's Geographic Information Systems (GIS) technician. Any CD or other approved digital media submitted pursuant to this Section shall conform to all requirements of the Town's most current Electronic Document Submittal Standards, a copy of which shall be maintained by the Director of Planning and made available to the public. Incomplete or inaccurate CDs and CDs that are not certified will not be accepted.

b. Translucent original Mylars of final plats to be recorded in the office of the applicable County Clerk and Recorder and translucent original Mylars of complete construction utility drawings. The quantity of submittals required under this Subparagraph shall be established by the Director of Planning. Final plat Mylars shall include signatures on the appropriate certification blocks. Reproduction Mylars, dark-colored or tinted Mylars and/or sepias will not be accepted.

c. Paper copy of Drainage Report

d. Paper copy of Floodplain Impact Report, if applicable to particular project.

e. Paper copy of Traffic Impact Study, if applicable to particular project.

f. Paper copy of Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) as approved by FEMA, if applicable to particular project.

g. Paper copy of Geotechnical Report, if applicable to particular project.

h. Paper copy of Pavement Design Report, if applicable to particular project.

i. Paper copy of Subsurface Drainage System Report, if applicable to particular project.

j. Paper copy of Non-potable Irrigation System Report, if applicable to particular project.

(6) The Town Clerk shall cause the approved final plat to be recorded in the office of the County Clerk and Recorder.

(7) Street lighting plan, which shall be reviewed and approved by the Town prior to construction of electrical utilities.

Section 8. Section 17-6-30 of the *Windsor Municipal Code* is hereby repealed, amended and re-adopted to read as follows:

Sec. 17-6-30. Procedure.

(a) Initial determination.

(1) An application shall be submitted to the Director of Planning requesting an initial determination of whether or not the property in question is subject to lot line adjustment pursuant to this Section. This application shall be completed in a form designated by the Director of Planning and shall contain sufficient information to allow the Director of Planning to make an initial determination as aforesaid. The Town Board shall establish a fee for an initial determination, which may from time to time be modified by resolution of the Town Board.

(2) A favorable determination of this application shall not vest any rights under this Section in the applicant, and any benefits afforded to the applicant under this Section shall be subject to and conditioned upon the applicant's submission of full and complete additional data as hereinafter required and compliance with all additional procedural requirements hereinafter set forth.

(3) In the event an initial application is rejected, the applicant shall have a right of appeal to the Planning Commission pursuant to the provisions of the Code.

(b) Procedure upon acceptance. In the event a favorable determination is made by the Director of Planning pursuant to this Section, the applicant shall thereafter submit to the Planning Department in electronic format as specified by the Town the following documentation:

(1) Lot line adjustment plat. All plats shall be drawn to a minimum scale of one (1) inch representing fifty (50) feet and shall be on a reproducible medium of one (1) or more sheets with outer dimensions of twenty-four (24) inches by thirty-six (36) inches and shall contain the following information:

a. The date of preparation, the scale, a notation stating the zoning of the property and a symbol designating true North.

- b. The proposed name of the plat, which shall include the name of the subdivision in which the subject lots is located.
- c. The legal description (lot, block, subdivision, section, township, range).
- d. The names, addresses, phone numbers and fax numbers of the subdivider and firms or persons responsible for preparing the plat.
- e. The location and dimensions of all existing utilities, watercourses, rights-of-way, easements and streets within and adjacent to the subject lots, and the names of all such streets and watercourses.
- f. Vicinity map.
- g. All bearings, distances, chords, radii, central angles and tangent lengths for all lots, blocks, perimeters, easements and rights-of-way.
- h. A complete description of primary control points to which all dimensions, angles, bearings and similar data on the plat shall be referred.
- i. The location and physical description of all monuments.
- j. Identification of each of the lots by a number and a designation of the area of each of the lots in square feet.
- k. Appropriate certification blocks as required by the Town.
- l. An information block entitled, "Revisions" shall be included on all lot line adjustment plats, and all such revisions blocks shall include entry blocks for: (1) the date of each revision, (2) the initials of the person who made the revision, and (3) a brief description of the revision. The applicant or applicant's representative shall be responsible for making entries in each of these respective blocks each time a revision has been made to the lot line adjustment plat.

(2) Supportive documentation. The following supportive information shall be submitted in electronic format as specified by the Town. Additional paper copies of any required documents may be required if deemed necessary for review purposes.

- a. A completed application on a form provided by the Planning Department, together with any attachments that may be required by the Department. Said application shall be signed by the landowner.

b. A plot plan drawn to a minimum scale of one (1) inch representing thirty (30) feet, which shall be on a legal-size sheet with outer dimensions of fourteen (14) inches by eight and one-half (8½) inches and shall show the location and dimensions of all existing and proposed features on the site including, but not limited to, buildings and other structures, easements, rights-of-way and watercourses.

(c) Final approval.

(1) Upon final approval, the subdivider shall submit the following to the Planning Department:

a. A certified copy of a compact disc (CD) or other electronic data storage format as approved by the Town which shall contain the information exactly as is contained within the lot line adjustment plat as finally approved by the Town. The CD shall be: (1) formatted and certified in accordance with the Town's requirements; and (2) first approved by the Town's Geographic Information Systems (GIS) technician. Any CD or other approved digital media submitted pursuant to this Section shall conform to all requirements of the Town's most current Electronic Document Submittal Standards, a copy of which shall be maintained by the Director of Planning and made available to the public. Incomplete or inaccurate CDs and CDs that are not certified will not be accepted.

b. Translucent original Mylars of lot line adjustment plats to be recorded in the office of the applicable Clerk and Recorder. The quantity of submittals required under this Subparagraph shall be established by the Director of Planning. Final lot line adjustment plat Mylars shall include signatures on the appropriate certification blocks. Reproduction Mylars, dark-colored or tinted Mylars and/or sepias will not be accepted.

(2) Upon receipt of the Mylars as aforesaid, the Town Clerk shall cause the appropriate documents evidencing the approved lot line adjustment plat to be recorded in the office of the Weld County Clerk and Recorder or the Larimer County Clerk and Recorder.

Section 9. Section 17-7-40 of the *Windsor Municipal Code* is hereby repealed, amended and re-adopted to read as follows:

Sec. 17-7-40. Preliminary site plan.

(a) Procedure. The applicant shall submit to the Planning Department the review fee set by resolution of the Town Board, of the preliminary site plan and all required supportive information as set forth in this Section. Such submission shall allow the Planning Department to schedule consideration of the proposal by the Planning Commission.

(1) Upon the filing of the preliminary site plan, the Planning Department shall distribute the preliminary site plan to the following agencies and offices for their review and comments (additional agencies or offices may be added to this list of referrals at the sole discretion of the Planning Department):

- a. Gas and electric utilities.
- b. Telecommunications utility.
- c. Windsor-Severance Fire Rescue.
- d. Cable television provider.
- e. Windsor Post Office.
- f. Respective school district in which the subject property is located.

The preliminary site plan shall be accompanied by notice to the agencies and offices, and this notice shall state that any comments or objections must be received by the Planning Department within ten (10) days of the receipt of this notice. Unless otherwise indicated on the "Developer's Referral Checklist" or later required by the Planning Department, the referral agency or office will not be contacted for comments or objections concerning the final site plan.

(2) The applicant shall meet with the Planning Department to review the recommendations of the referral agencies or offices.

(3) The Planning Department shall submit the preliminary site plan and recommendations of the referral agencies to the Planning Commission. The preliminary site plan and recommendations shall be reviewed by the Planning Commission as provided by planning policy.

(4) The Planning Commission shall approve, conditionally approve or disapprove the preliminary site plan. If the preliminary site plan is approved, it shall be valid for a period of one (1) year from the date of approval. If a complete final site plan application is received within the aforementioned one-year period, the preliminary site plan approval shall remain valid during the review of the final site plan unless said final site plan application becomes inactive, at which time the preliminary site plan shall be considered to have expired. For the purposes of this Section, an application shall be deemed inactive if the applicant does not submit required application materials as specified by the Town within one (1) year from the date requested by the Town. The applicant may submit a formal written request for reinstatement of an expired preliminary site plan for a period of time not to exceed one (1) year for Planning Commission consideration within one (1) year of such expiration.

(b) Plans and data. All preliminary site plans shall be made with an engineer's scale, minimum scale to be one (1) inch represents forty (40) feet, shall be in electronic format as specified by the Town of one (1) or more sheets with outer dimensions of twenty-four (24) by thirty-six (36) inches and shall contain the following information:

(1) The date of preparation, the scale, a symbol designating the zoning and a symbol designating true North.

(2) The proposed name of the project.

(3) The legal description (lot, block, subdivision, section, township, range).

(4) The names, addresses, phone numbers and fax numbers of the applicant and the firms or persons responsible for preparing the site plan.

(5) Adjacent street improvements, including rights-of-way, curb cuts, paved areas, landscape areas, two-foot contours, structures and their use.

(6) The location and dimensions of all existing and proposed on-site easements, rights-of-way, curb cuts, paved areas, landscape areas, two-foot contours, structures and their use and facilities for water, sewer and storm drainage.

(7) The distances from proposed and existing structures to the property line.

(8) Building height.

(9) Vicinity map.

(10) Revisions block. An information block entitled "Revisions" shall be included on all preliminary site plans, and all such blocks for revisions shall include entry blocks for a) the date of each revision, b) the initials of the person who made the revision, and c) a brief description of the revision. The applicant or applicant's representative shall be responsible for making entries in each of these respective blocks each time a revision has been made to the preliminary site plan.

(c) Supportive information. The following supportive information shall be submitted with the preliminary site plan in electronic format as specified by the Town:

(1) A Town application form provided by the Planning Department. If signed by the authorized representative, written evidence of such authorization signed by the property owner shall be submitted as well.

(2) A Town general application overview form provided by the Planning Department.

- (3) A deed or legal instrument identifying the applicant's interest in the property.
- (4) A detailed narrative description of the proposed use including number of employees, type of activity, phases of development, etc. (if applicable).
- (5) If the use is residential, the type of units and the number of each unit to be built shall be specified.
- (6) A narrative description of all structures to be built on the site, including size, quantity, use and the number of units per structure.
- (7) Square footage and percentage of land devoted to:
 - a. Buildings, including amount of floor space for each floor.
 - b. Parking.
 - c. Private drives.
 - d. Public streets.
 - e. Sidewalks and pathways.
 - f. Open space.
- (8) A block scale model within and adjacent to the site will be required for planned unit developments and for site plans having more than one (1) building of a height of thirty-five (35) feet or more, to show space relationship.
- (9) Preliminary drainage plan and report.
- (10) Architectural elevations and specifications of all four (4) building elevations and all structures, signs and lighting to be included with the site plans.
- (11) Architectural elevations of the site as it is to be developed.
- (12) Landscaping plans to be included with site plans.

Section 10. Section 17-7-50 of the *Windsor Municipal Code* is hereby repealed, amended and re-adopted to read as follows:

Sec. 17-7-50. Final site plan.

(a) Procedure. The applicant shall submit to the Planning Department the final site plan and all required supportive information as set forth in this Section, a minimum of twenty-one (21) days prior to a regularly scheduled meeting of the Planning Commission.

(1) Upon the filing of the final site plan, the Planning Department shall distribute the final site plan to the following agencies and offices for their review and comments (additional agencies or offices may be added to this list of referrals at the sole discretion of the Planning Department):

- a. Gas and electric utilities.
- b. Telecommunications utilities.
- c. Windsor-Severance Fire Rescue.
- d. Cable television provider.
- e. Windsor Post Office.
- f. Respective school district in which the subject property is located.
- g. Water and sewer utilities.

The final site plan shall be accompanied by notice to the agencies and offices, and this notice shall state that any comments or objections must be received by the Planning Department within ten (10) days of the receipt of this notice. Unless otherwise indicated on the "Developer's Referral Checklist" or later required by the Planning Department, the referral agency or office will not be contacted for comments or objections concerning the final site plan.

(2) The applicant shall meet with the Planning Department to review the recommendations of the referral agencies or offices.

(3) The final site plan and recommendations shall be reviewed by the Planning Commission as provided by planning policy.

(4) The Planning Commission shall approve, conditionally approve or disapprove the preliminary site plan. If the preliminary site plan is approved, it shall be valid for a period of one (1) year from the date of approval. If a complete final site plan application is received within the aforementioned one-year period, the preliminary site plan approval shall remain valid during the review of the final site plan unless said final site plan application becomes inactive, at which time the site plan shall be considered to have expired. For the purposes of this Section, an application shall be deemed inactive if the applicant does not submit required application materials as specified by the Town within one (1) year from the date requested by the Town. The applicant may submit a formal written request for reinstatement of an expired site plan for Planning Commission consideration and recommendation to the Town Board within one (1) year of such expiration.

(5) The Planning Department shall prepare a memorandum of agreement for public improvements which shall be signed by the applicant.

(6) The final site plan and recommendations of the Planning Commission shall be reviewed by the Town Board as provided by planning policy. The Town Board shall approve the final site plan by resolution, disapprove it or refer the same back to the Planning Commission for further study.

(7) Upon approval by the Town Board, the applicant shall submit the following to the Planning Department:

a. A certified copy of a compact disc (CD) or other electronic data storage format as approved by the Town which shall contain the information exactly as is contained within all site plan drawings approved by the Town. The CD shall be: (1) formatted and certified in accordance with the Town's requirements; and (2) first approved by the Town's Geographic Information Systems (GIS) technician. Any CD or other approved digital media submitted pursuant to this Section shall conform to all requirements of the Town's most current Electronic Document Submittal Standards, a copy of which shall be maintained by the Director of Planning and made available to the public. Incomplete or inaccurate CDs and CDs that are not certified will not be accepted.

b. Translucent original Mylars of all final site plan drawings approved by the Town. The quantity of submittals required under this Subparagraph shall be established by the Director of Planning. Final site plan drawing Mylars shall include signatures on the appropriate certification blocks. Reproduction Mylars, dark-colored or tinted Mylars and/or sepias will not be accepted.

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

(b) Plans and data. All final plans shall be made with an engineer's scale, minimum scale to be one (1) inch represents forty (40) feet, shall be submitted in electronic format as specified by the Town of one (1) or more sheets with outer dimensions of twenty-four (24) by thirty-six (36) inches, and shall conform to the preliminary site plan, as approved.

(1) The final site plan shall contain the following information, in addition to the information on the preliminary site plan:

a. The location and dimensions of all existing and proposed traffic controls, trash disposal areas and enclosures, electric transformers, a complete submittal of all landscaping materials shown at mature sizes and the maintenance system for landscaping as per Windsor Landscaping Guidelines provided by the Planning Department.

b. Vicinity map.

c. Revisions block. An information block entitled "Revisions" shall be included on all final site plans, and all such blocks for revisions shall include entry blocks for: 1) the date of each revision, 2) the initials of the person who made the revision, and 3) a brief description of the revision. The applicant or applicant's representative shall be responsible for making entries in each of these respective blocks each time a revision has been made to the final site plan.

(2) Certification blocks. Appropriate certification blocks as required by the Town shall appear on the final site plan.

(c) Supportive information. The following supportive information shall be submitted with the final site plan:

(1) Permits from the Colorado Department of Transportation for curb cuts on state highways. Such permits must be cosigned by the Town Engineer.

(2) A survey of the lot lines if they are not the same as originally platted.

(3) Final utility plans. Such utility plans shall include, but shall not be limited to, existing and proposed facilities and utility lines, sizes and appurtenances, storm drainage facilities, etc. Appurtenances shall include valves, fire hydrants, manholes, etc.

(4) Grading plan with site elevations and finished floor elevations.

Section 11. Section 17-8-30 of the *Windsor Municipal Code* is hereby repealed, amended and re-adopted to read as follows:

Sec. 17-8-30. Administrative site plan review.

(a) Procedure. The applicant shall consult with the Planning Department for general information regarding requirements for site plans and any special considerations pertaining to the site.

(1) The applicant shall submit to the Planning Department the review fee set by resolution of the Town Board and submit the site plan in electronic format as specified by the Town.

(2) Upon the filing of an administrative site plan, the Planning Department shall review the nature and location of the proposal and determine whether or not a site plan presentation shall be scheduled before the Planning Commission and Town Board based upon the following criteria:

- a. Proximity to neighboring residential properties;
- b. Whether the project will be located in a prominent location;
- c. Extent of significant modifications to building elevations and/or additions of significant new structures; and/or
- d. Extent of significant modifications planned or needed for parking, lighting, internal or external traffic, vehicular circulation and/or space for loading and unloading.

(3) Upon the filing of the administrative site plan, the Planning Department shall distribute the administrative site plan to the following agencies and offices for their review and comments (additional agencies or offices may be added to this list of referrals at the sole discretion of the Planning Department):

- a. Gas and electric utilities.
- b. Telecommunications utility.
- c. Windsor-Severance Fire Rescue.
- d. Cable television provider.
- e. Windsor Post Office.
- f. Respective school district in which the subject property is located.
- g. Water and sewer utilities.

The administrative site plan shall be accompanied by notice to the agencies and offices, and this notice shall state that any comments or objections must be received by the Planning Department within ten (10) days of the receipt of the notice. Unless otherwise indicated on the "Developer's Referral Checklist" or later required by the Planning Department, the referral agency or office will not be contacted for comments or objections concerning the site plan.

(4) The applicant shall meet with the Planning Department to review the comments of the referral agencies.

(5) The applicant shall make all changes required by the referral agencies.

(6) Upon final staff approval, the applicant shall submit the following to the Planning Department:

a. A certified copy of a compact disc (CD) or other electronic data storage format as approved by the Town, which shall contain the information exactly as it is contained within all site plan drawings approved by the Town. The CD shall be: (1) formatted and certified in accordance with the Town's requirements; and (2) first approved by the Town's Geographic Information Systems (GIS) technician. Any CD or other approved digital media submitted pursuant to this Section shall conform to all requirements of the Town's most current Electronic Document Submittal Standards, a copy of which shall be maintained by the Director of Planning and made available to the public. Incomplete or inaccurate CDs and CDs that are not certified will not be accepted.

b. Translucent original Mylars of all final site plan drawings approved by the Town. The quantity of submittals required under this Subparagraph shall be established by the Director of Planning. Final site plan drawing Mylars shall include signatures on the appropriate certification blocks. Reproduction Mylars, dark-colored or tinted Mylars and/or sepias will not be accepted.

(b) Plans and data.

(1) All site plans shall be made with an engineer's scale, minimum scale to be one (1) inch represents forty (40) feet, shall be submitted in electronic format as specified by the Town on one (1) or more sheets with outer dimensions of twenty-four (24) by thirty-six (36) inches and shall contain the following information:

a. The date of preparation, the scale, a symbol designating the zoning and a symbol designating true North.

b. The name of the project.

c. The legal description (lot, block, subdivision, section, township, range).

- d. The names, addresses, phone numbers and fax numbers of the owner and the firms or persons responsible for preparing the site plan.
 - e. Land uses adjacent to the site.
 - f. The location and dimensions of all existing and proposed on-site easements, rights-of-way, curb cuts, paved areas, sidewalks, landscape materials (including common name, scientific name, planting size and mature size), two-foot contours, structures and their uses, parking areas, trash disposal areas and enclosures, signs and lighting, and water and sewer service connections.
 - g. Number of residential units.
 - h. Vicinity map.
 - i. Revisions block. An information block entitled "Revisions" shall be included on all site plans, and all such blocks for revisions shall include entry blocks for: 1) the date of each revision; 2) the initials of the person who made the revision; and 3) a brief description of the revision. The applicant or applicant's representative shall be responsible for making entries in each of these respective blocks each time a revision has been made to the site plan.
- (2) Appropriate certification blocks as required by the Town shall appear on the site plan.
- (3) The following supportive information shall be submitted with the site plan:
- a. A Town application form, provided by the Planning Department. If signed by the authorized representative, written evidence of such authorization, signed by the property owner, shall be submitted as well.
 - b. A Town general application overview form provided by the Planning Department.
 - c. A deed or legal instrument identifying the applicant's interest in the property.
 - d. A detailed narrative description of the proposed use, including number of employees, type of activity, phases of development, etc. (if applicable).
 - e. A preliminary drainage plan and report.
 - f. If the use is residential, the type of units and the number of each unit to be built shall be specified.
 - g. Architectural elevations and specifications of all four (4) building elevations of all proposed structures, signs and lighting to be included with the site plans.

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

Section 12. Section 17-9-20 of the *Windsor Municipal Code* is hereby repealed, amended and re-adopted to read as follows:

Sec. 17-9-20. Site plan review procedure.

The applicant shall submit to the Planning Department the review fee set by resolution of the Town Board, the site plan in electronic format as specified by the Town and all required supportive information as set forth in this Section.

(1) Upon the filing of the site plan, the Planning Department shall distribute copies of the site plan to the following agencies and offices for their review and comments (additional agencies or offices may be added to this list of referrals at the sole discretion of the Planning Department):

- a. Gas and electric utilities.
- b. Telecommunication facilities.
- c. Windsor-Severance Fire Rescue.
- d. Cable television provider.
- e. Windsor Post Office.
- f. Respective school district in which the subject property is located.
- g. Water and sewer facilities.

(2) The site plan shall be accompanied by notice to the agencies and offices, and this notice shall state that any comments or objections must be received by the Planning Department within ten (10) days of the receipt of this notice. Unless otherwise indicated on the "developer's referral checklist" or later required by the Planning Department, the referral agency or office will not be contacted for comments or objections concerning the site plan.

(3) The applicant shall meet with the Planning Department to review the recommendations of the referral agencies or offices.

(4) The applicant shall make all changes required by the referral agencies.

(5) The Planning Department shall make formal presentation of all commercial and industrial site plans qualified under this Section to the Planning Commission and Town Board at regularly scheduled meetings of those bodies. The Planning Department shall receive comments from the Planning Commission and the Town Board on such plans.

(6) Following its receipt of comments from the Planning Commission and Town Board, the Planning Department shall review the site plans in accordance with the procedures set forth in Section 17-8-30 of this Chapter, in addition to all requirements as set forth in this Section.

(7) In the event irreconcilable differences arise between the applicant and the Planning Department with regard to the administrative site plan review, the applicant may apply to the Town for further review of the site plan by the Planning Commission and Town Board. In the event such application is timely made, the site plan, together with the disputes giving rise to the application, shall be reviewed by the Planning Commission and, thereafter, the Planning Commission shall either recommend approval, conditional approval or disapproval of the final site plan to the Town Board. Upon its receipt of the proposed site plan, the Town Board shall review the site plan and shall make a final determination regarding the approval thereof.

(8) Upon final staff approval, the applicant shall submit the following to the Planning Department:

a. A certified copy of a compact disc (CD) or other electronic data storage format as approved by the Town which shall contain the information exactly as is contained within all drawings approved by the Town. The CD shall be: (1) formatted and certified in accordance with the Town's requirements; and (2) first approved by the Town's Geographic Information Systems (GIS) technician. Any CD or other approved digital media submitted pursuant to this Section shall conform to all requirements of the Town's most current Electronic Document Submittal Standards, a copy of which shall be maintained by the Director of Planning and made available to the public. Incomplete or inaccurate CDs and CDs that are not certified will not be accepted.

b. Translucent original Mylars of all final site plan drawings approved by the Town. The quantity of submittals required under this Subparagraph shall be established by the Director of Planning. Final site plan drawing Mylars shall include signatures on the appropriate certification blocks. Reproduction Mylars, dark-colored or tinted Mylars and/or sepias will not be accepted.

Section 13. Section 17-9-30 of the *Windsor Municipal Code* is hereby repealed, amended and re-adopted to read as follows:

Sec. 17-9-30. Plans and data.

All site plans shall be made with an engineer's scale, minimum scale to be one (1) inch represents forty (40) feet, shall be submitted in electronic format as specified by the Town on one (1) or more sheets with outer dimensions of twenty-four (24) inches by thirty-six (36) inches and shall contain the following information:

- (1) The date of preparation, the scale, a symbol designating the zoning and a symbol designating true North.
- (2) The proposed name of the project.
- (3) The legal description (lot, block, subdivision, section, township, range).
- (4) The names, addresses, phone numbers and fax numbers of the applicant and the firms or persons responsible for preparing the site plan.
- (5) Adjacent street improvements, including rights-of-way, curb cuts, paved areas, landscape areas, two-foot contours, structures and their use.
- (6) The location and dimensions of all existing on-site easements, rights-of-way, curb cuts, paved areas, landscape areas, two-foot contours, structures and their use and facilities for water, sewer and storm drainage.
- (7) The distances from proposed and existing structures to the property line.
- (8) The location and dimensions of all existing and proposed traffic controls, trash disposal areas and enclosures, electric transformers, a complete submittal of all landscaping materials shown at mature sizes and the maintenance system for landscaping as per Windsor Landscaping Guidelines provided by the Planning Department.
- (9) Building height.
- (10) Vicinity map.
- (11) Revisions block. An information block entitled "Revisions" shall be included on all site plans, and all such blocks for revisions shall include entry blocks for: a) the date of each revision, b) the initials of the person who made the revision, and c) a brief description of the revision. The applicant or applicant's representative shall be responsible for making entries in each of these respective blocks each time a revision has been made to the site plan.
- (12) Certification blocks. Appropriate certification blocks as required by the Town shall appear on the site plan.

Section 14. Section 17-9-40 of the *Windsor Municipal Code* is hereby repealed, amended and re-adopted to read as follows:

Sec. 17-9-40. Supportive information.

The following supportive information shall be submitted in electronic format as specified by the Town with the site plan. Paper copies shall be submitted where indicated. Additional paper copies of any required documents may be required if deemed necessary for review purposes.

- (1) A Town application form provided by the Planning Department. If signed by the authorized representative, written evidence of such authorization signed by the property owner shall be submitted as well.
- (2) A Town general application overview form provided by the Planning Department.
- (3) A deed or legal instrument identifying the applicant's interest in the property.
- (4) A detailed narrative description of the proposed use, including number of employees, type of activity, phases of development, etc. (if applicable).
- (5) If the use is residential, the type of units and the number of each unit to be built shall be specified.
- (6) A narrative description of all structures to be built on the site, including size, quantity, use and the number of units per structure.
- (7) Square footage and percentage of land devoted to:
 - a. Buildings, including amount of floor space for each floor.
 - b. Parking.
 - c. Private drives.
 - d. Public streets.
 - e. Sidewalks and pathways.
 - f. Open space.
- (9) A block scale model within and adjacent to the site will be required for Planned Unit Developments and for site plans having more than one (1) building of a height of thirty-five (35) feet or more, to show space relationship.

- (10) A drainage plan and report stamped by a licensed engineer.
- (11) Architectural elevations and specifications of all four (4) building elevations and all structures, signs and lighting to be included with the site plans.
- (12) Architectural elevations of the site as it is to be developed.
- (13) Landscaping plans to be included with site plans.
- (14) Permits from the Colorado Department of Transportation for curb cuts on state highways, if applicable. Such permits must be cosigned by the Town Engineer.
- (15) A survey of the lot lines, if they are not the same as originally platted.
- (16) A complete set of final utility plans. Such utility plans shall include, but shall not be limited to, existing and proposed facilities and utility lines, sizes and appurtenances, storm drainage facilities, etc. Appurtenances shall include valves, fire hydrants, manholes, etc.
- (17) A grading plan with site elevations and finished floor elevations.
- (18) A Traffic Impact Study, if deemed necessary.
- (19) If located in a floodplain, all documentation required to comply with flood plain regulations.

Introduced, passed on first reading, and ordered published this ____ day of _____, 2013.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Introduced, passed on second reading, and ordered published this ____ day of _____, 2013.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

DRAFT



MEMORANDUM

Date: August 26, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Brett Walker, Associate Planner
Subject: Public Hearing – Amendments to Chapter 16 of the Windsor Municipal Code to allow for residential uses on the upper floors of businesses in the Central Business (CB) zoning district.
Item #: C.7 & C.8

Discussion:

Sections 16-17-20(2)d and 16-18-20(2)a of the Code currently allow for residential quarters for the owner, proprietor, commercial tenant, employee or a caretaker to reside in the same building as the business, but does not specifically allow for residential space for rent.

Central Business district Section 16-18-20. Use regulations.

A building or lot may be used for the following purposes and no other:

(2) Permitted accessory uses.

- a. Any accessory uses permitted in the Neighborhood Commercial District.

Neighborhood Commercial district Section 16-17-20. Use regulations.

A building or lot may be used for the following purposes and no other:

(2) Permitted accessory uses.

- d. Residential quarters for the owner, proprietor, commercial tenant, employee or caretaker, located in the same building as the business.

However, the Downtown Corridor Plan and Comprehensive Plan both anticipate and encourage mixed use development with commercial space on the ground level and residential uses on the upper floors of commercial buildings to promote a vibrant downtown. Therefore, the Code should be clarified to allow residential uses on the upper floors of commercial buildings.

The proposed code edit would add the following principal permitted use by right to Section 16-18-20 of the Windsor Municipal Code:

- s. Residential uses on the upper floors of commercial buildings.***

Downtown Corridor Plan:

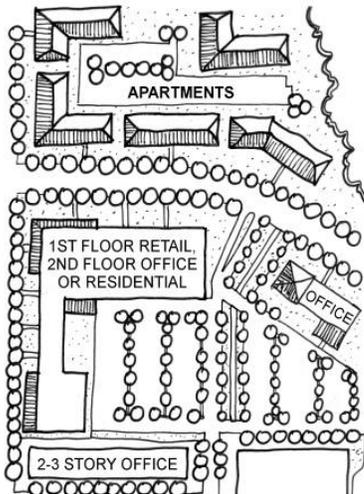
IV. Sub Area Guidelines

B. *Sub Areas*

1. Old Town Windsor
 - b) Character
 - (5) First story retail, second story commercial/ residential

Comprehensive Plan:

Overall Land Use Policy 15. Provide “mixed-use” development opportunities which will allow for market-driven development of a wide variety of retail, commercial and residential land uses, and which will emphasize the potential for synergy between land uses. Mixed-Use development provides a mix of residential, commercial, retail, and office uses in a compact, pedestrian-oriented environment. These areas should incorporate pedestrian-friendly design elements through management of location, scale and orientation of parking facilities, driveways, connective sidewalks and trails, public plazas, and storefronts.



Overall Land Use Policy 16. Mixed-use development can occur in two primary configurations –

Vertical Mixed-Use or *Horizontal Mixed-Use*. *Vertical mixed-use* refers to the integration of two or more land use types within a building, occurring on different floors. A typical example of a vertical mixed use building would incorporate active uses, such as stores and restaurants, at the street level and residential or office uses on the upper floors. *Horizontal mixed-use* refers to a pattern where several types of uses or buildings are included, as part of a cohesive development in proximity to each other – but each building would contain its own separate use. Either pattern should be designed as a set of coordinated uses, with common off-street parking areas, strong pedestrian connections, and similar design features.

Commercial and Industrial Land Use Policy 9. Continue to develop and assess the downtown revitalization plan and respective implementation strategies.

Therefore, based on input from Planning Commission at their June 6, 2013 work session and from joint Town Board/Planning Commission work session on July 22, 2013, staff worked with the Town Attorney to draft the enclosed ordinance.

Recommendation:

On August 21, 2013, the Planning Commission voted to forward a recommendation of approval of the attached ordinance to the Town Board, and Town staff concurs with the recommendation.

Attachments: Draft ordinance

Notification: Notice of August 21, 2013 Planning Commission public hearing published in the Windsor Beacon on Friday, August 9, 2013 as well as being published on the Town's website and bulletin board.

Notice of August 26, 2013 Town Board public hearing published in the Windsor Beacon on Friday, August 9, 2013 as well as being published on the Town's website and bulletin Board.

pc: Kelly Arnold, Town Manager
Ian McCargar, Town Attorney
Stacy Johnson, Economic Development Manager
Downtown Development Authority
Russ Weber, SafeBuilt

TOWN OF WINDSOR, COLORADO

ORDINANCE NO. 2013- _____

AN ORDINANCE REPEALING, AMENDING AND RE-ADOPTING SECTION 16-18-20 OF THE WINDSOR MUNICIPAL CODE WITH RESPECT TO RESIDENTIAL USES ON THE UPPER FLOORS OF BUILDINGS IN THE CENTRAL BUSINESS CB DISTRICT

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

WHEREAS, the Town has in place a comprehensive system of land use regulations, both administrative and substantive; and

WHEREAS, trends and patterns of residential development indicate that Code's current restrictions on residential use of property within commercial zoning districts could be modified while maintaining adherence to sound land use planning practices; and

WHEREAS, the Town's Planning Commission has convened a public hearing, and has recommended that the Town Board adopt the within Ordinance; and

WHEREAS, the Town Board has considered the recommendation of the Planning Commission and other relevant evidence, and has concluded that the within Ordinance is a proper exercise of its authority to regulate land use to promote the public health, safety and welfare.

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

Section 16-18-20 of the *Windsor Municipal Code* is hereby repealed, amended and re-adopted to read as follows:

Sec. 16-18-20. Use regulations.

A building or lot may be used for the following purposes and no other:

(1) Principal uses permitted by right. All uses by right as hereinafter set forth may be subject to approval of appropriate plans pursuant to the site plan regulations of the Town as are otherwise set forth in this Code.

- a. Any principal use permitted by right in the Neighborhood Commercial District.
- b. Retail stores.
- c. Customer service establishments.

- d. Business and professional offices.
 - e. Banks and saving and loan offices.
 - f. Medical and dental clinics.
 - g. Public administrative offices and service buildings.
 - h. Public utility offices and installations.
 - i. Public libraries.
 - j. Places of assembly (small).
 - k. Commercial lodging.
 - l. Theaters.
 - m. Minor repair, rental and servicing establishments.
 - n. Passenger transportation terminals, not including truck terminals.
 - o. One-family residential dwellings subject to the regulations set forth in Sections 16-11-70, 16-12-20(2), 16-12-30, 16-12-40, 16-12-50 and 16-12-60 of this Chapter.
 - p. Automobile sales.
 - q. Plumbing and heating contractors.
 - r. Other similar uses as defined in Section 16-2-20 of this Chapter.
 - s. Residential uses on the upper floors of commercial buildings.
- (2) Permitted accessory uses.
- a. Any accessory uses permitted in the Neighborhood Commercial District.
 - b. Signs, subject to the provisions of Article IX of this Chapter.
- (3) Conditional uses. The following uses shall be permitted in this District upon approval of a conditional use grant as provided in Article VII of this Chapter:
- a. Commercial parking facilities.
 - b. Gasoline service stations.

c. Oil and gas facilities pursuant to the conditional use regulations contained in Article VII of this Chapter pertaining thereto.

d. Subject to the applicable requirements of Section 16-7-70 of this Chapter, open or surface mining operations for the development or extraction of solid materials, as defined in this Chapter.

Introduced, passed on first reading, and ordered published this ____ day of _____, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Introduced, passed on second reading, and ordered published this ____ day of _____, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



CHAPTER 16 CODE EDITS CENTRAL BUSINESS ZONING DISTRICT

RESIDENTIAL USES ON THE UPPER FLOORS OF COMMERCIAL BUSINESSES

Scott Ballstadt, Chief Planner
August 26, 2013

Town Board

Item C.7 and C.8



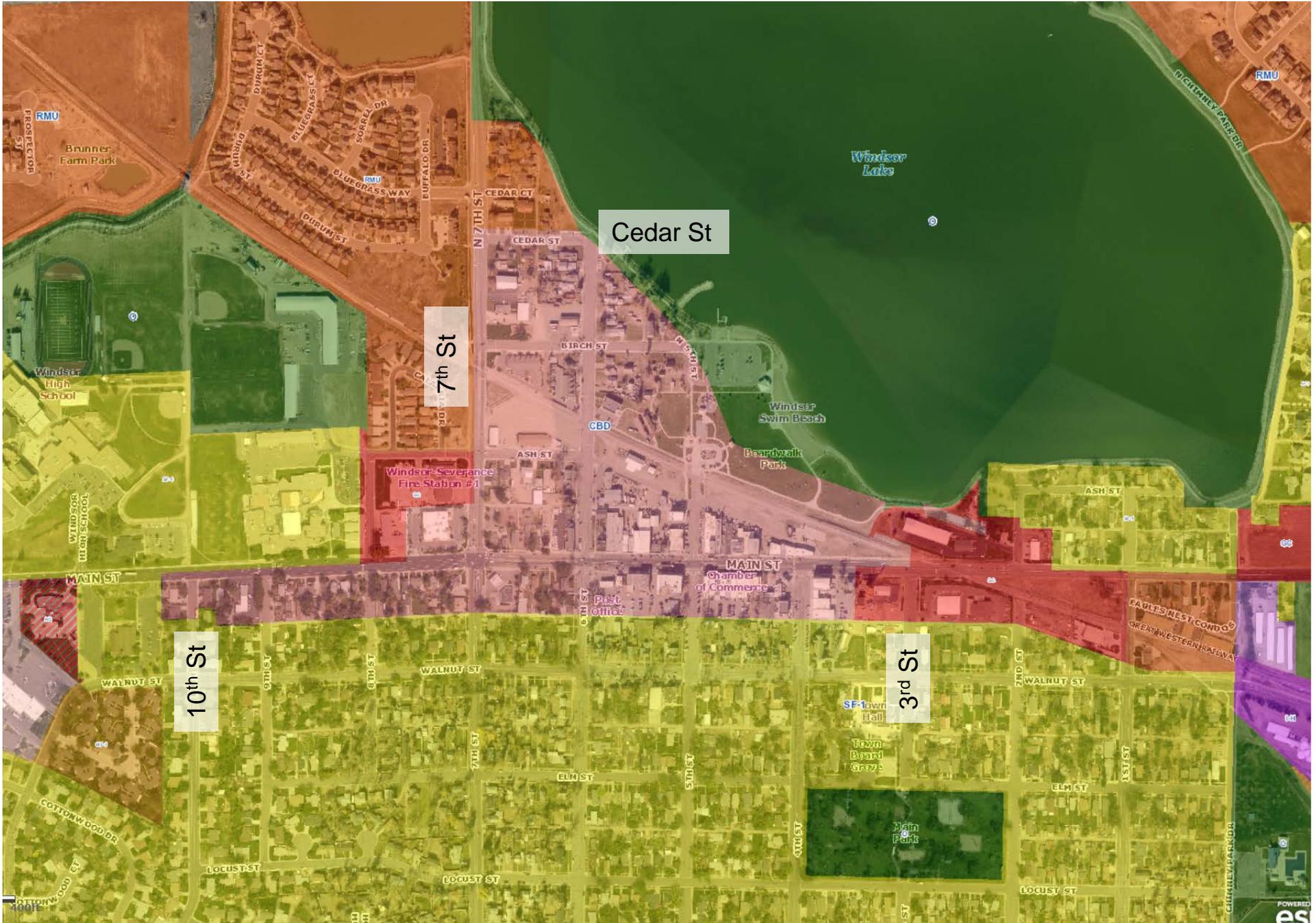
CODE TEXT AMENDMENTS

Article V of Chapter 16 of the Municipal Code outlines the authority to amend the Zoning Code.

Sec. 16-5-10. Authority to Amend.

The Town Board may amend, supplement, change or repeal the regulations, restrictions and district boundaries set forth in this Chapter, after public notice and hearings as provided in Section 16-31-10 of this Chapter and after first submitting the proposal to the Planning Commission for report and recommendation.

CENTRAL BUSINESS BOUNDARY





PROPOSED TEXT AMENDMENT

Sec. 16-18-20. Use regulations.

A building or lot may be used for the following purposes and no other:

- (1) Principal uses permitted by right. All uses by right as hereinafter set forth may be subject to approval of appropriate plans pursuant to the site plan regulations of the Town as are otherwise set forth in this Code.
 - a. Any principal use permitted by right in the Neighborhood Commercial District.
 - b. Retail stores.
 - c. Customer service establishments.
 - d. Business and professional offices.
 - e. Banks and saving and loan offices.
 - f. Medical and dental clinics.
 - g. Public administrative offices and service buildings.
 - h. Public utility offices and installations.
 - i. Public libraries.
 - j. Places of assembly (small).
 - k. Commercial lodging.
 - l. Theaters.
 - m. Minor repair, rental and servicing establishments.
 - n. Passenger transportation terminals, not including truck terminals.
 - o. One-family residential dwellings subject to the regulations set forth in Sections 16-11-70, 16-12-20(2), 16-12-30, 16-12-40, 16-12-50 and 16-12-60 of this Chapter.
 - p. Automobile sales.
 - q. Plumbing and heating contractors.
 - r. Other similar uses as defined in Section 16-2-20 of this Chapter.
 - s. **Residential uses on the upper floors of commercial buildings.**



RECOMMENDATION

On August 21, 2013, the Planning Commission voted to forward a recommendation of approval of the attached ordinance to the Town Board, and Town staff concurs with that recommendation.



ZONING CODE TEXT AMENDMENT

Staff requests that the following be entered into the record:

- Staff memorandum and supporting documents
- Recommendation



MEMORANDUM

Date: August 26, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Scott Ballstadt, AICP, Chief Planner
Subject: Presentation of Planning Commission referral comments sent to Weld County regarding the current review of the Weld County Comprehensive Plan
Item #: C.9

Discussion:

At their August 21, 2013 regular meeting, the Planning Commission discussed the attached letter and survey received from Weld County soliciting input regarding their current review of the Weld County Comprehensive Plan. In accordance with §31-23-206(1) of the Colorado Revised Statutes, it is the duty of the Town's Planning Commission to create and adopt a master plan (comprehensive plan) for the physical development of the Town, including any areas outside the Town's boundaries that relate to the planning of the Town. Therefore, the referral was scheduled for Planning Commission review and comment.

The enclosed Planning Commission referral comment letter points out that the majority of Weld County's population resides in municipalities and recommends that Weld County's Comprehensive Plan acknowledge that such urban areas have different needs and issues than rural parts of the County. The letter also points out that several existing goals and policies of the Weld County Comprehensive Plan encourage development in unincorporated areas surrounding municipalities, resulting in unincorporated development which benefits from the use of municipal infrastructure such as streets without having to pay municipal taxes.

In order to address these issues, the letter recommends that Weld County customize their Coordinated Planning Agreements with municipalities to address more urban issues. Additionally, the letter recommends that Weld County continue to include language found in many of their existing agreements which requires properties that are eligible for annexation to a municipality to petition for annexation before proposing development in the county.

Fiscal Impact: None

Relationship to Strategic Plan: Strategic Plan Vision #4 states, "Windsor promotes quality development through managed growth"

Recommendation: No recommendation as this item is for presentation purposes. No further action is required. However, the Town Board may choose to direct staff to forward their concurrence with Planning Commission comments or forward additional comments to Weld County.

Attachments: Planning Commission referral comment letter
Excerpts from Weld County Comprehensive Plan
Excerpts from Weld County Cooperative Planning Agreements
Letter and survey received from Weld County
Weld County Demographic Profile from Weld County website

pc: Gale Schick, Planning Commission Chairman



August 22, 2013

Ms. Michelle Martin, Planning Manager
Weld County Planning Department
1555 N. 17th Avenue
Greeley, Colorado 80631

Subject: Weld County Comprehensive Plan review

Dear Ms. Martin:

Thank you for notifying the Town of the current review of the Weld County Comprehensive Plan. In accordance with §31-23-206(1) of the Colorado Revised Statutes, it is the duty of the Town's Planning Commission to create and adopt a master plan (comprehensive plan) for the physical development of the Town, including any areas outside the Town's boundaries that relate to the planning of the Town. Therefore, the Town of Windsor Planning Commission reviewed this referral at its regular meeting on August 21, 2013 and offers the following comments for consideration.

Weld County Demographics

The guiding principles of the Weld County Comprehensive Plan (Plan) include language that appropriately respects the rich agricultural tradition of Weld County and the Plan rightfully supports the importance of rural uses and property rights. Where the Plan could be strengthened is in dealing with urban land uses and the property rights of Weld County taxpayers that live in municipalities.

According to the demographic profile on the Weld County website, the July 2008 population estimate was 251,220 total residents, 46,524, or 18.5% of which resided in unincorporated Weld County. Given the fact that approximately 81.5% of Weld County's population resides in municipalities, the Plan should acknowledge the fact that the County is urbanizing and more emphasis throughout the Comprehensive Plan should be given to the rights of these Weld County residents.

Additionally, according to the demographic profile on the Weld County website, the July 2008 population estimates for Greeley (93,698) and Windsor (12,462) made up 106,160, or 42.3% of Weld County's total population. The U.S. Census Bureau estimates for 2012 indicate that Windsor's (19,751) and Greeley's (95,357) combined population of 115,108 has risen to 43.7% of Weld County's population. The Plan should acknowledge that such urban areas have different needs and issues than rural parts of the County.

Existing Weld County Comprehensive Plan Language

Numerous goals and policies of the Weld County Comprehensive Plan direct urban development to municipalities or areas around the perimeter of municipalities. While these goals and policies are logical from the standpoint that urban development should locate where urban level services are available, they also encourage development in unincorporated areas surrounding municipalities. The result is

unincorporated development which benefits from the use of municipal infrastructure such as streets without having to pay municipal taxes, which is contrary to Section 22-2-30.E of the Plan which states, "Growth should pay for itself, in terms of initial costs and long-term costs."

Weld County regularly encourages communities to enter into Coordinated Planning Agreements with the County in order to address these and other issues. According to the website, Weld County currently has eleven (11) Coordinated Planning Agreements with municipalities. Seven (7) of those agreements (Kersey, LaSalle, Fort Lupton, Ault, Longmont, Hudson and Gilcrest) include the following language: "The COUNTY will not consider such proposal for Development unless the applicant or its predecessor has submitted a complete annexation petition and been denied said annexation by the MUNICIPALITY Board or electorate for a substantially similar development on the same property within the preceding twelve (12) months."

The annexation requirement in the existing agreements is consistent with the aforementioned Weld County Comprehensive Plan goals and policies that direct urban development to municipalities. However, the Town understands that Weld County wishes to eliminate this language from new agreements. Unfortunately, without such a requirement that urban, commercial and industrial development first petition to annex to adjacent municipalities, development occurs, more often than not, on the fringes and oftentimes in gateways to the community. Although Section 22-3-10.F of the Plan states that properties may be required to "develop in such a manner that they are compatible with the standards of the municipality", this often does not occur and can have a negative impact on neighboring Weld County property values both inside and outside of the municipality.

The guiding principles of the Weld County Comprehensive Plan already recognize the County's diversity, and Section 22-1-120.D states, "...land use policies must be flexible to adapt to the specific location and circumstances of each proposed land use change." The Plan should also encourage Coordinated Planning Agreements to be customized for larger communities to reflect the County's changing demographics and urbanizing areas of the County. Similarly, the Town has several existing intergovernmental agreements (IGAs) with neighboring communities and Larimer County and each IGA addresses issues specific to the participating jurisdictions.

Thank you for the opportunity to review this proposal.

Sincerely,



Scott Ballstadt, AICP
Chief Planner

pc: Gale Schick, Chairman, Windsor Planning Commission
Joseph Plummer, AICP, Director of Planning

Existing Weld County Comprehensive Plan Language (emphasis added)

ARTICLE II

Land Use Categories

Sec. 22-2-30. Urban development.

A. Urban development goals and policies are designed to plan for anticipated growth by **directing urban uses to areas where urban services exist.**

B. Urban development is characterized by designated areas for residences, retail, offices, services and other uses that are primarily located along major roadways, at major intersections and in subdivisions designed to accommodate these more intense uses. It relies on higher levels of services and infrastructure. Urban development patterns typically include a mix of residential, commercial, industrial and civic land uses in a compact transportation-oriented form. Larger areas of pavement for roadways, plazas and parking lots often accompany these uses. Industrial uses in urban areas vary from heavy industry and manufacturing to manufacturing combined with research and development, which is less obtrusive and disruptive to surrounding properties. Frequently the heavier industrial uses are segregated into areas **around the perimeter of communities** and linked to major transportation networks. Light industry and manufacturing may also be at the perimeters, but they are more often integrated into the community.

E. **Growth should pay for itself**, in terms of initial costs and long-term costs. New urban development should pay its proportionate share to upgrade existing systems that benefit everyone.

Sec. 22-2-40. Urban development Goals and Policies.

A. UD.Goal 1. **Concentrate urban development within existing municipalities, an approved Intergovernmental Agreement urban growth area, the Regional Urbanization Areas, County Urban Growth Boundary Areas, Urban Development Nodes or where urban infrastructure is currently available or reasonably obtainable.**

ARTICLE III

Land Use Amenities

Sec. 22-3-10. Public facilities and services.

A. The effective and efficient delivery of adequate public services is one (1) of the primary purposes and benefits of effective land use planning. Public services are government services, such as police and fire protection, health services and welfare and educational services and programs. Public facilities are physical structures and infrastructure, such as schools, libraries, roads, maintenance facilities, water distribution systems and sewage treatment facilities.

Municipal governments, County governments, special districts and private companies are capable of providing such services and facilities.

B. Because of the expense and limited available funding, proper allocation of public facilities and services is important. Revenue to support public services and facilities in unincorporated Weld County is usually generated by levying property taxes and user fees.

D. One (1) basic objective of the County is to plan and coordinate a timely, orderly and efficient arrangement of public facilities and services. In accomplishing this objective, **municipalities are considered to be the principal provider of services and facilities for urban uses.**

E. **Municipalities have the ability to coordinate the provision of adequate urban facilities and services under powers granted by state statutes and the Constitution.** The adopted urban growth boundary areas are the most logical areas for urban development to occur. Municipalities are designed to accommodate concentrations of development and are in a position to plan the expansion of existing facilities and services, as well as to coordinate the development of new facilities and services.

F. Alternative facilities and service mechanisms (for example, special districts) may be used for urban-type development within the Regional Urbanization Areas, Urban Development Nodes or County Urban Growth Boundary areas, with certain restrictions. The alternative facility and service systems must comply with the zoning and subdivision standards set forth in this Comprehensive Plan and this Code. Systems that are proposed to be located within a municipality's comprehensive planning area may be required to ***develop in such a manner that they are compatible with the standards of the municipality*** most likely to phase services into the area. They also may be required to meet state regulations and standards.

Weld County Coordinated Planning Agreement Annexation language (emphasis added)

ARTICLE IX

Kersey Plan

Sec. 19-9-50. Planning coordination.

C. Development in Urban Growth Area. The following shall apply to proposed Development in the Urban Growth Area:

1. Upon receipt of any proposal for Development of property then currently eligible for voluntary annexation to the MUNICIPALITY, the COUNTY will, in writing, notify the proponent of the opportunity for annexation and notify the MUNICIPALITY of the proposal. **The COUNTY will not consider such proposal for Development unless the applicant or its predecessor has submitted a complete annexation petition and been denied said annexation by the MUNICIPALITY Board or electorate for a substantially similar development on the same property within the preceding twelve (12) months.** The COUNTY may consider such a proposal if, after a period of seven (7) months from the date of filing of a complete annexation petition pursued in good faith by the applicant or its predecessor, the MUNICIPALITY has failed to approve or deny such annexation.

ARTICLE XI

LaSalle Plan

Sec. 19-11-50. Planning coordination.

C. Development in Urban Growth Area. The following shall apply to proposed Development in the Urban Growth Area:

1. Upon receipt of any proposal for Development of property then currently eligible for voluntary annexation to the MUNICIPALITY, the COUNTY will, in writing, notify the proponent of the opportunity for annexation and notify the MUNICIPALITY of the proposal. **The COUNTY will not consider such proposal for Development unless the applicant or its predecessor has submitted a complete annexation petition and been denied said annexation by the MUNICIPALITY Board or electorate for a substantially similar development on the same property within the preceding twelve (12) months.** The COUNTY may consider such a proposal if, after a period of seven (7) months from the date of filing of a complete annexation petition pursued in good faith by the applicant or its predecessor, the MUNICIPALITY has failed to approve or deny such annexation.

ARTICLE XII

Fort Lupton Plan

Sec. 19-12-50. Planning coordination.

C. Development in Urban Growth Area. The following shall apply to proposed Development in the Urban Growth Area:

1. Upon receipt of any proposal for Development of property then currently eligible for voluntary annexation to the MUNICIPALITY, the COUNTY will, in writing, notify the proponent of the opportunity for annexation and notify the MUNICIPALITY of the proposal. **The COUNTY will**

not consider such proposal for Development unless the applicant or its predecessor has submitted a complete annexation petition and been denied said annexation by the MUNICIPALITY Board or electorate for a substantially similar development on the same property within the preceding twelve (12) months. The COUNTY may consider such a proposal if, after a period of seven (7) months from the date of filing of a complete annexation petition pursued in good faith by the applicant or its predecessor, the MUNICIPALITY has failed to approve or deny such annexation.

ARTICLE XIII

Ault Plan

Sec. 19-13-50. Planning coordination.

C Development in Urban Growth Area. The following shall apply to proposed Development in the Urban Growth Area:

1. Upon receipt of any proposal for Development of property then currently eligible for voluntary annexation to the MUNICIPALITY, the COUNTY will, in writing, notify the proponent of the opportunity for annexation and notify the MUNICIPALITY of the proposal. **The COUNTY will not consider such proposal for Development unless the applicant or its predecessor has submitted a complete annexation petition and been denied said annexation by the MUNICIPALITY Board or electorate for a substantially similar development on the same property within the preceding twelve (12) months.** The COUNTY may consider such a proposal if, after a period of seven (7) months from the date of filing of a complete annexation petition pursued in good faith by the applicant or its predecessor, the MUNICIPALITY has failed to approve or deny such annexation.

ARTICLE XIV

Longmont Plan

Sec. 19-14-50. Planning coordination.

C. Development in Urban Growth Area. The following shall apply to proposed Development in the Urban Growth Area:

1. Upon receipt of any proposal for Development of property then currently eligible for voluntary annexation to the MUNICIPALITY, the COUNTY will, in writing, notify the proponent of the opportunity for annexation and notify the MUNICIPALITY of the proposal. **The COUNTY will not consider such proposal for Development unless the applicant or its predecessor has submitted a complete annexation petition and been denied said annexation by the MUNICIPALITY Board or electorate for a substantially similar development on the same property within the preceding twelve (12) months.** The COUNTY may consider such a proposal if, after a period of seven (7) months from the date of filing of a complete annexation petition pursued in good faith by the applicant or its predecessor, the MUNICIPALITY has failed to approve or deny such annexation.

ARTICLE XV

Hudson Plan

Sec. 19-15-50. Planning coordination.

C. Development in Urban Growth Area. The following shall apply to proposed Development in the Urban Growth Area:

1. Upon receipt of any proposal for Development of property then currently eligible for voluntary annexation to the MUNICIPALITY, the COUNTY will, in writing, notify the proponent of the opportunity for annexation and notify the MUNICIPALITY of the proposal. **The COUNTY will not consider such proposal for Development unless the applicant or its predecessor has submitted a complete annexation petition and been denied said annexation by the MUNICIPALITY Board or electorate for a substantially similar development on the same**

property within the preceding twelve (12) months. The COUNTY may consider such a proposal if, after a period of seven (7) months from the date of filing of a complete annexation petition pursued in good faith by the applicant or its predecessor, the MUNICIPALITY has failed to approve or deny such annexation.

ARTICLE XVI

Gilcrest Plan

Sec. 19-16-50. Planning coordination.

C. Development in Urban Growth Area. The following shall apply to proposed Development in the Urban Growth Area:

1. Upon receipt of any proposal for Development of property then currently eligible for voluntary annexation to the MUNICIPALITY, the COUNTY will, in writing, notify the proponent of the opportunity for annexation and notify the MUNICIPALITY of the proposal. **The COUNTY will not consider such proposal for Development unless the applicant or its predecessor has submitted a complete annexation petition and been denied said annexation by the MUNICIPALITY Board or electorate for a substantially similar development on the same property within the preceding twelve (12) months.** The COUNTY may consider such a proposal if, after a period of seven (7) months from the date of filing of a complete annexation petition pursued in good faith by the applicant or its predecessor, the MUNICIPALITY has failed to approve or deny such annexation.



DEPARTMENT OF PLANNING SERVICES
1555 N. 17TH AVENUE
GREELEY, CO 80631
970-353-6100 EXT 3540
FAX 970-304-6498
mmartin@co.weld.co.us

July 18, 2013

Address

RE: Weld County Comprehensive Plan

Dear Honorable Mayor, & Members of Council ,

Weld County Department of Planning Services would like to invite you to one or all of the below open forum meetings. We will be presenting the Weld County Comprehensive Plan midpoint review to you and the public. The comprehensive plan was last updated in 2008 and we would like any feedback you may have, (ex., what has worked, not worked, what you would like to see, etc.).

We would also like to direct you to our online survey <http://www.co.weld.co.us/Departments/PlanningZoning/ComprehensivePlanReview.html> as a way of providing us direction as we embark on this midpoint check in.

We appreciate your time and effort in helping us evaluate the Weld County Comprehensive Plan. If you have any questions please don't hesitate to contact me at 970-353-6100 x 3540 or mmartin@co.weld.co.us.

Sincerely,

Digitally signed by Tonya
Johnson
Reason: I am the author of this
document
Date: 2013.07.19 09:02:33 -06'00'

Michelle Martin

Planning Manger

AUGUST MEETINGS:

Fort Lupton Recreation Center

203 S Harrison Ave
Ft Lupton CO 80621
Friday, August 2, 2013
2:00-6:00 pm

Weld County SW Service Center – Large Meeting Room

4209 CR 24 ½
Longmont CO 80504
Tuesday, August 20, 2013
11:00-3:00 pm

SEPTEMBER MEETINGS:

City of Evans – Activity Room

1100 37th St
Evans CO 80620
Tuesday, September 10, 2013
2:00-6:00 pm

Town of Nunn – Town Hall

185 Lincoln Ave
Nunn CO 80648
Thursday, September 12, 2013
11:00-3:00 pm

Town of Grover – Pawnee School Multipurpose Room

19 Chatoga
Grover CO 80729
Friday, September 20, 2013
11:00-3:00 pm

Demographic Profile

Weld County, Colorado

Updated 2010



ECONOMY

2009 Rate of Inflation (Based on CPI*)

Denver/Boulder/Greeley	-0.70%
United States	-0.50%

2009 Per Capita Income

Weld County	Colorado	U.S. Average
\$23,788	\$44,251	\$40,111

Weld County Average Household Income

2007	2008	% Change	2009	% Change
\$64,487	\$65,776	2.0%	\$62,267	-5.33%

Data Provided by UNC Department of Economics

POPULATION

Population Characteristics

	Weld Co.	Greeley
1990	131,821	60,454
2000	180,926	76,930
2009 Estimate	258,141	92,526
2014 Projection	293,721	103,846

RACE/ETHNICITY*

One race	Weld Co.	Greeley
White	71.20%	69.20%
Black	.70%	1.00%
American Indian	2.30%	2.20%
Asian	.60%	.80%
Pacific Islander	.10%	.20%
Other	20.20%	21.30%
Multirace	5.00%	5.40%
Hispanic or Latino	27.50%	31.20%

AGE DISTRIBUTION

	Weld Co.	Greeley
Under 20	29.60%	29.40%
20-39	32.60%	28.30%
40-64	29.20%	25.60%
Over 64	8.60%	9.60%

TOTAL HOUSING UNITS* 97,182 38,639

TOTAL HOUSING UNITS OCCUPIED* 92,221 33,499

AVG. HOUSEHOLD SIZE* 2.6 2.4

*Source: Applied Geographic Solutions, Thousand Oaks CA, 2010

Weld County Population

	1990 Census	2000 Census	July 2008 Estimate	1990 Census	2000 Census	July 2008 Estimate
Weld County	131,821	180,936	251,220	Northglenn (MCP)	-	12
Ault	1,107	1,432	1,497	Nunn	324	471
Berthoud (MCP)	-	16	37	Pierce	823	884
Brighton (MCP)	17	154	247	Platteville	1,515	2,370
Dacono	2,228	3,015	4,132	Severance	106	597
Eaton	1,959	2,690	4,295	Windsor (MCP)	5,062	9,612
Erie (MCP)	1,244	2,009	7,312	Unincorporated	33,002	41,832
Evans	5,876	9,514	18,764			
Firestone	1,358	1,908	8,265			
Fort Lupton	5,159	6,787	7,385			
Frederick	988	2,467	8,211			
Garden City	199	357	357			
Gilcrest	1,084	1,162	1,190			
Greeley	60,454	76,930	93,698			
Grover	135	153	159			
Hudson	918	1,565	1,651			
Johnstown (MCP)	1,579	3,827	8,798			
Keenesburg	570	855	1,233			
Kersey	980	1,389	1,533			
La Salle	1,803	1,849	2,013			
Lochbuie	1,168	2,049	4,105			
Longmont (MCP)	-	24	31			
Mead	456	2,017	3,564			
Milliken	1,605	2,888	6,257			

MCP = Multi County Place

Greater Greeley*
2008 Population Estimate
114,832

*Includes Evans, Garden City, Greeley & LaSalle

July 2008
Regional Population Estimates

Brighton	32,204	Adams County	434,762
Fort Collins	136,427	Boulder County	298,685
Longmont	86,016	Larimer County	293,937
Loveland	65,824		

EMPLOYMENT AND WAGES

2009 Average Annual Wage — All Industries

Weld County	\$35,672
Adams County	\$39,676
Boulder County	\$50,440
Larimer County	\$37,596
Colorado	\$44,252

2009 Weld Occupational Hourly Wage — All Industries

Entry Level	\$9.41
Mean (average)	\$18.45
Median	\$15.28
Experienced	\$22.97

2009 Regional Turnover Information — All Industries

Weld County	13.6%
Adams County	12.5%
Boulder County	11.1%
Larimer County	14.4%
Colorado	13.0%

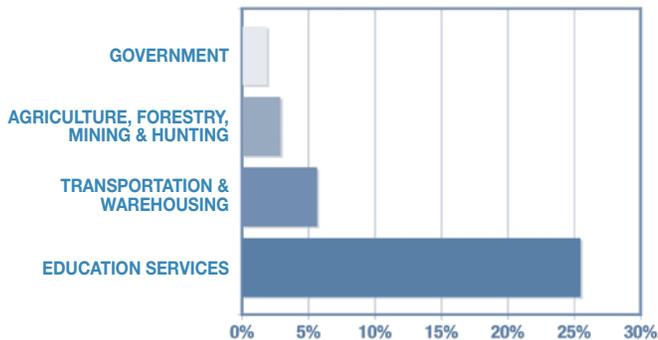
*Source: BLS

EMPLOYMENT AND WAGES

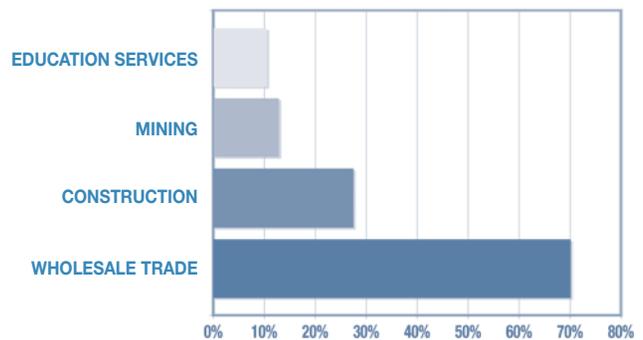
Weld County by Sector	Employment			Average Wages*			2009 Labor Force/ Employment
	2008	2009	% Change	2008	2009	% Change	
All Industries	84,479	80,274	-4.98%	\$35,984	\$39,624	10.12%	Weld County
Private	70,965	67,212	-5.29%	\$36,608	\$40,820	11.51%	Labor Force 116,606
Agriculture, Forestry, Fishing and Hunting	3,505	3,605	2.85%	\$27,612	\$29,484	6.78%	Employed 106,602
Mining	3,361	2,701	-19.64%	\$57,148	\$72,852	27.48%	Unemployed 10,004
Utilities	288	285	-1.04%	\$74,412	\$63,856	-14.19%	Unemployment Rate 8.6%
Construction	8,608	6,851	-20.41%	\$39,364	\$44,408	12.81%	Adams County
Manufacturing	11,357	10,876	-4.24%	\$44,928	\$42,432	-5.56%	Labor Force 221,488
Wholesale Trade	3,682	3,453	-6.22%	\$64,896	\$110,344	70.03%	Employed 202,015
Retail Trade	8,592	7,841	-8.74%	\$25,740	\$24,856	-3.43%	Unemployed 19,473
Transportation and Warehousing	2,065	2,181	5.62%	\$39,000	\$40,820	4.67%	Unemployment Rate 8.8%
Information	1,297	1,206	-7.02%	\$59,592	\$43,472	-27.05%	Boulder County
Finance and Insurance	3,744	3,562	-4.86%	\$41,548	\$44,906	6.13%	Labor Force 172,308
Real Estate and Rental and Leasing	994	960	-3.42%	\$31,824	\$30,420	-4.41%	Employed 162,536
Professional and Technical Services	2,134	1,856	-13.03%	\$49,348	\$49,920	1.16%	Unemployed 9,772
Management of Companies and Enterprises	911	926	1.65%	\$75,140	\$78,832	4.91%	Unemployment Rate 5.7%
Administrative and Waste Services	3,963	3,807	-3.94%	\$23,660	\$25,896	9.45%	Larimer County
Educational Services	287	360	25.44%	\$21,008	\$23,192	10.40%	Labor Force 172,252
Health Care and Social Assistance	7,744	7,828	1.08%	\$36,504	\$39,624	8.55%	Employed 161,665
Arts, Entertainment, and Recreation	1,057	963	-8.89%	\$13,000	\$14,196	9.20%	Unemployed 10,587
Accommodation and Food Services	6,195	6,026	-2.73%	\$11,908	\$12,376	3.93%	Unemployment Rate 6.1%
Other Services	1,901	1,925	1.26%	\$24,648	\$26,572	7.81%	Colorado
Government	13,784	14,037	1.84%	\$32,864	\$33,436	1.74%	Labor Force 2,649,884
							Employed 2,455,650
							Unemployed 194,234
							Unemployment Rate 7.3%

*Based on 2nd Quarter Data

Fastest Growing Industry Sectors in Weld by Employment (2008-2009) (from above sector info)



Fastest Growing Industry Sectors in Weld by Wages (2008-2009) (from above sector info)



K-12 EDUCATION

	2008 Enrollment	2009 Enrollment	% Change	2009 Graduation	Percent Graduation
RE-1 Gilcrest	1,769	1,784	.85%	108	77.10
RE-1J St. Vrain Valley (Dacono, Erie, Mead Firestone, Frederick)	7,049	7,405	5.05%	*	*
RE-2 Eaton	1,696	1,705	.53%	103	76.90
RE-3J Keenesburg	2,157	2,149	-.37%	111	86.00
RE-4 Windsor	3,965	4,082	2.95%	224	86.20
RE-5J Johnstown-Milliken	3,055	3,136	2.65%	137	77.40
Dist. 6 Greeley/Evans	18,870	19,117	1.31%	980	70
RE-7 Platte Valley (Kersey)	1,137	1,122	-1.32%	93	92.10
RE-8 Fort Lupton	2,428	2,423	-.21%	117	60.60
RE-9 Ault-Highland	842	816	-3.09%	60	75.90
RE-10 Briggsdale	151	161	6.62%	11	91.70
RE-11 Prairie	158	167	5.70%	10	100
RE-12 Pawnee	106	92	-13.21%	8	88.90
TOTAL	43,383	44,159	1.79%	1,962	81.90

*Not Available

All public school data from Colorado Department of Education website

Private Schools

	2009 Enrollment
Adventist Christian School	29
Dayspring Christian School-Greeley	329
Mountain View Academy-Greeley	101
Shepherd of the Hills Lutheran School-Greeley	43
St. Mary's Catholic School-Greeley	218
Trinity Lutheran School-Greeley	154

Private School data available from www.privateschoolreview.com

High School Graduate or Higher

Weld CO	Greeley
82.7%	79.8%

Source: American Community Survey (U.S. Census Bureau)

HIGHER EDUCATION

University of Northern Colorado — www.unco.edu

Located in Greeley, UNC offers a comprehensive array of baccalaureate programs and master's and doctoral degrees.

Fall 2009 Headcount: 12,148 (10,544 FTE)

Aims Community College — www.aims.edu

With campuses in Greeley, Ft. Lupton and Loveland, Aims is one of the largest comprehensive community colleges in Colorado with over 1,500 day and evening courses offered.

Fall 2009 Headcount: 5,379 (1,575 FTE)

Weld County is privileged to have within easy commuter distance five major universities:

		Year	Enrollment	
Colorado State University	Fort Collins	2008-09	25,413	www.colostate.edu
University of Colorado-Boulder	Boulder	2008-09	29,134	www.colorado.edu
University of Colorado-Denver	Denver	2008-09	14,119	www.cudenver.edu
Denver University	Denver	2008-09	11,644	www.du.edu
Colorado School of Mines	Golden	2008-09	4,849	www.mines.edu

all totals include undergraduate degree and advanced degree students

Some College Associate Degree or Higher

Weld CO	Greeley
53.2%	54.0%

Bachelors Degree or Higher

Weld CO	Greeley
21.1%	20.1%

Source: American Community Survey (U.S Census Bureau)

RETAIL

Taxable Retail Sales (in millions)

	2007	2008	2009
Weld	\$2,494.81	\$2,460.23	\$2,158.92
% Change	6.78%	-1.39%	-12.25%
Greeley	\$1,162.49	\$1,154.58	\$1,057.15
% Change	2.43%	-0.68%	-8.44%

COMMUNITY SERVICES

Number of Hotels/Motels: 28 – 1,262 rooms

Bed & Breakfasts: 8 – 43 rooms

Newspapers: The Greeley Tribune, circ. 28,000
Weeklies serve many of the smaller Weld communities.

Radio Stations:

	AM	FM
	KJMP 870	KUNC 91.5
	KJJD 1170	KKQZ 94.3
	KFKA 1310	KSME 96.1
	KHNC 1360	KUAD 99.1
	KGRE 1450	KTRR 102.5
		KELS 104.7

Healthcare: North Colorado Medical Center – Regional Hospital
Licensed beds 398
Pop. Service Area 382,000+
Physicians 330

Recreation: Over 35 parks throughout the county
5 public or private golf courses
Within a day's drive to: 2 national parks, 9 national forests, over 2,000 trout lakes, and numerous ski areas.

Major Events:

January	Colorado Farm Show
April	UNC Jazz Festival
May	Cinco de Mayo Festival/Semana Latina
June	Greeley Blues Jam
Late June-July 5	Greeley Independence Stampede
July	Weld County Fair
July	Arts Picnic
August	High Plains Chautauqua
September	Greeley Potato Day
September	Greeley Fiesta
September	Fort Lupton Trapper Days

Cultural: Union Colony Civic Auditorium, Greeley – 1,700 seat performing arts facility and home to the Greeley Philharmonic Orchestra and Greeley Chorale
UNC Performing Arts Series

FINANCE/INCENTIVES

Enterprise Zone

Weld County has a state-designated enterprise zone in twenty municipalities, including Greeley, offering state tax credits for businesses locating or expanding within the zone.

Weld/Larimer Revolving Loan Fund

"Gap" financing for industry projects that create new jobs in rural areas of Weld or Larimer counties.

Greeley Community Development Fund

Loan program designed for small businesses in Greeley that are marginally qualified for direct bank or SBA financing.

Government Incentives

Based on adopted incentive policies and/or on a case-by-case basis, municipalities will consider providing incentives to qualifying companies including; partial waivers of development fees, sales/use tax and/or personal property taxes.

AGRICULTURE

Weld County is an agricultural empire of 2.5 million acres of which 75% is devoted to farming and raising livestock. Weld County ranks 5th in the nation and 1st state-wide in the value of agricultural products sold. The bulk of the county's agriculture economy revolves around livestock production.

Weld County Agricultural Statistics

	1997	2002	2007
Total farms	2,959	3,121	3,921
Farms with sales of \$100,000+	702	540	644
Total farm production expenses (\$000)	1,002,474	1,086,020	1,377,792
Market value of ag products sold (\$000)	1,286,636	1,127,854	1,539,071
Total cropland (in acres)	882,260	878,101	987,892
Harvested cropland (in acres)	547,532	422,385	487,855
Irrigated land (in acres)	393,030	326,494	327,836

Ag census conducted every five years.

LOCATION

Land Area	Elevation	4,658 Feet
Weld 3,992 sq.mi.	Latitude	40.25° North
Greeley 27.58 sq.mi.	Longitude	104.37° West

CLIMATE

Yearly Averages—Greeley

Precipitation	13.74"	Average Temperatures:	
Snowfall	33.7"	April	63H 36L
Days Sunshine	340	July	89H 59L
		October	66H 37L
		December	41H 17L

UTILITIES

Electricity

Xcel Energy
For rate information call:
(800) 481-4700
Serving Greeley and parts of
Weld County.

United Power, Inc.
For rate information call:
(800) 468-8809
Serving parts of southern
Weld County.

Poudre Valley REA
For rate information call:
(800) 432-1012
Serving parts of western and northern Weld County.

Gas

Atmos Energy
For rate information call:
(888) 442-1313

Xcel Energy
For rate information call:
(800) 481-4700

Water/Sewer

Several area water systems serve northern Colorado. Considerable foresight by leaders in the county in purchasing water has ensured an adequate water supply not only during drought, but to accommodate considerable population and industrial growth. Sewer services are municipally provided in most areas of the county.

TAXES

Retail Sales Tax

State of Colorado (excluding food)	2.9%
Weld County	None
City of Greeley (including food)	3.46%
Local Municipalities – varies	2%-4%

State Corporate & Personal Income Tax

4.63% of Federal Taxable Income
Inventories, Goods in Transit and Intangibles are not taxed in Colorado and there is no Franchise Tax.

Property Taxes

Industrial/commercial property (buildings, land and equipment) is assessed at 29% of market value (based on a variety of factors). The state does not levy a property tax; however, counties throughout the state do. In Weld County there are 188 tax districts that overlap in a way that creates over 2,200 different tax areas and therefore mill levies range from approximately 60.000 mills to 148.000 mills. The mill levy represents the dollars levied for each \$1,000 of assessed value. For example, with a mill levy of 95.000 mills, the property owner would pay \$95.00 for every \$1,000 in assessed value.

HOUSING

2009 Home Sales by Region

Weld Area	# Sold	Median Sales Price
GREELEY/CENTRAL <i>Ault, Eaton, Evans, Gilcrest, Greeley Kersey, LaSalle, Nunn, Pierce</i>	1,701	\$136,700
NORTHWEST <i>Johnstown, Milliken, Severance, Windsor</i>	646	\$203,000
EAST/RURAL <i>Grover, Hudson, Keenesburg, New Raymer</i>	23	\$102,800
SOUTH CENTRAL <i>Fort Lupton, Lochbuie, Platteville</i>	158	\$142,300
SOUTHWEST <i>Dacono, Del Camino, Erie, Firestone, Frederick, Mead</i>	570	\$203,700

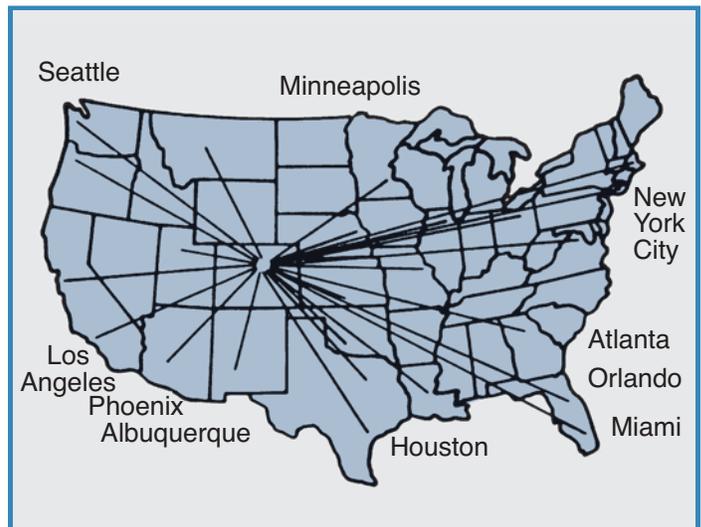
	2006	2007	2008	2009
Foreclosures-Weld	2,073	2,869	2,824	3,354
Vacancy Rate-Greeley*	10.6%*	9.0%*	5.5%*	4.5%*

*Multi-Family Only

TRANSPORTATION

Distance From Greeley To Selected Cities

City	Miles	2006 Population Est.
Loveland	19	58,867
Fort Collins	29	127,658
Estes Park	45	5,707
Boulder	50	97,467
Denver	50	568,913
Cheyenne, WY	50	55,362



City/State (From Denver)	Air Travel Time (Hours)	Freight By Rail (Days)	Freight By Truck (Days)	Ground Miles (From Denver)
Albuquerque	1	2	2	437
Atlanta	2	5	7	1,430
Chicago	2	2	3	1,021
Houston	2	3	3	1,034
Kansas City	11/4	2	2	606
Los Angeles	2	3	4	1,031
Minneapolis	11/2	3	3	917
New York City	3 1/4	5	8	1,794
Orlando	2 3/4	5	8	1,805
Phoenix	1 1/2	3	3	813
Seattle	2 1/4	3	4	1,341
Washington, D.C.	3	5	8	1,620

Air

International Airport:
Denver International Airport
Distance from Greeley: 50 miles

General Aviation Airports
Greeley-Weld County Airport
Erie Airport
Fort Collins-Loveland Airport

Rail

Freight: Union Pacific, Burlington Northern Santa Fe, and Great Western Railway of Colorado (OmniTRAX).

Truck

15 motor freight companies service Weld County.

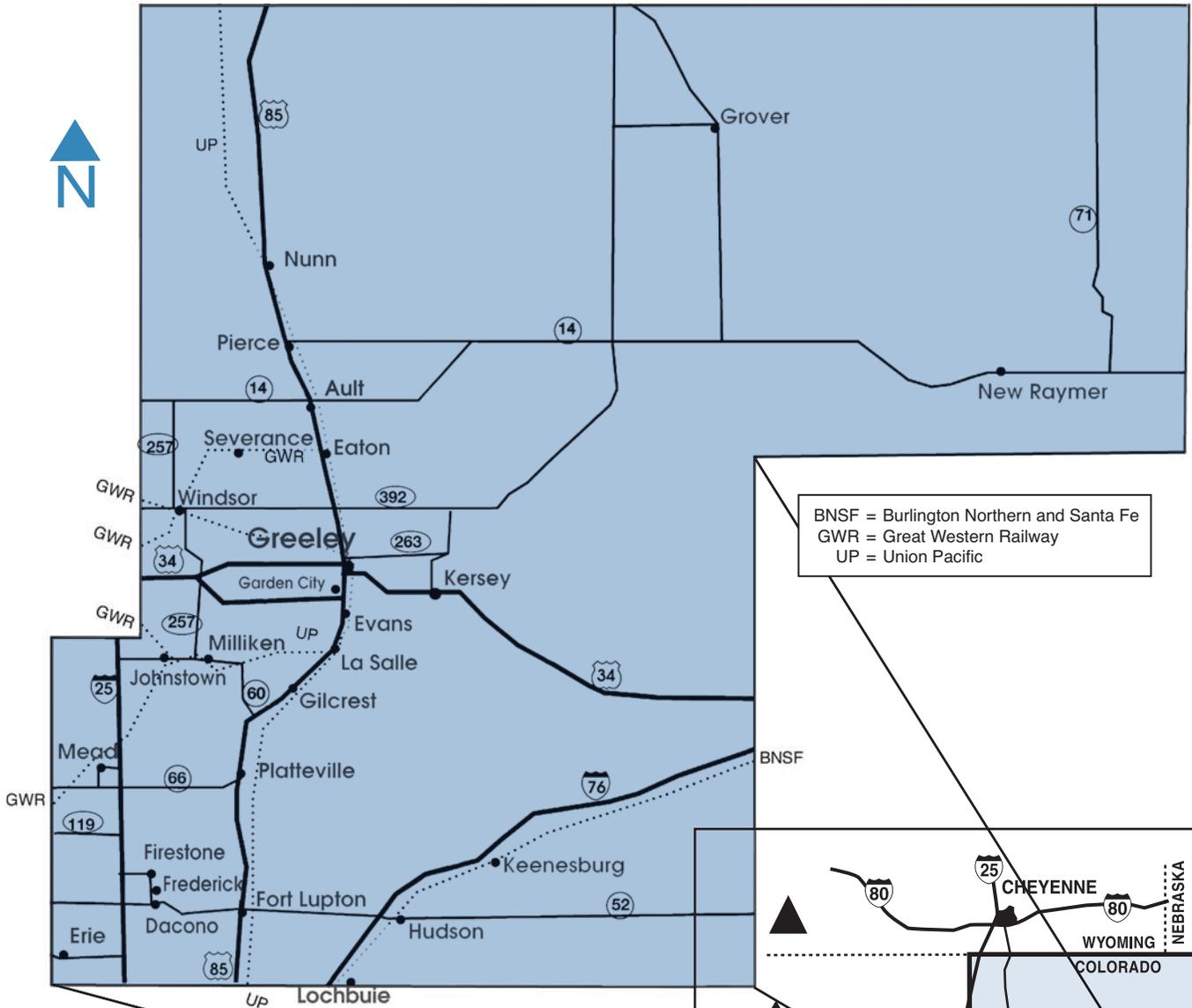
WELD COUNTY'S LARGEST EMPLOYERS

Figures include private industry, educational and governmental entities.			
<i>Company</i>	<i>Description</i>	<i>Jobs</i>	<i>Location</i>
JBS Swift (Overall Numbers)	Meat processing and transportation	4192	Greeley
North Colorado Medical Center	Regional hospital	2889	Greeley
Greeley/Evans School District 6	K-12 Education	2189	Greeley
U.S. Government	Federal government	1400	Weld
Weld County	County Government	1383	Greeley
State Farm Insurance Companies	Auto, home, life, health, business insurance and financial services	1350	Greeley
City of Greeley	Local Government	1130	Greeley
Wal-Mart Stores, Inc. (4 Locations)	Retail Foods	1015	Weld
Aims Community College	Vocational education/Arts & Sciences	874	Greeley
StarTek, Inc.	Integrated value added outsourcing service provider	702	Greeley
King Soopers (5) (Major employer Entry)	Retail Foods	684	Denver
Vestas Blades America	A Danish based manufacturer of wind turbine blades	650	Windsor
Windsor School District RE-4	Education	650	Windsor
Carestream Health, Inc.	Sensitized photographic and medical products, digital media	600	Windsor
McLane Western, Inc.	Grocery warehouse and wholesale distribution	474	Longmont
Asurion	Process insurance claims on wireless phone policies and provide roadside assistance	410	Evans
Johnstown-Milliken District RE-5J	Education	400	Milliken
Kodak Colorado	Traditional and Digital Photographic Media	390	Windsor
Tagawa Greenhouses, Inc.	Bedding plants, prefinished plugs	376	Brighton
Bonell Good Samaritan Center	Homes for the elderly	350	Greeley
Platte Chemical Co.	Agricultural chemicals, herbicides and pesticides	350	Greeley
Fort Lupton School District RE-8	Education	344	Fort Lupton
Keenesburg School District RE-3J	Education	319	Keenesburg
Gilcrest School District RE-1	Education	306	Gilcrest
Safeway, Inc. (4)	Retail Food	306	Weld
Crop Production Services, Inc.	Agricultural crop protection chemicals, adjuvant, plant nutrition products, seed, and fertilizer	300	Greeley
FCI Constructors Inc.	Construction	300	Longmont
Halliburton	Oilfield technologies and services.	300	Brighton
Colorado Premium Foods	Value added boxed beef/pork processing.	251	Greeley
137th Space Warning Squadron	Continental defense	250	Greeley
Hall-Irwin	Commercial buildings, land development, pipe/infrastructure, aggregate supplies	250	Milliken
North Range Behavioral Health	Mental Health Treatment	247	Greeley
The Greeley Medical Clinic, P.C.	Health care	237	Greeley
Eaton School District RE-2	Education	235	Eaton
Monson Bros. Co.	Carrots and onions	220	Greeley
RR Donnelley	Commercial printing	220	Greeley
Hungenberg Produce Co.	Grow, package and ship onions. carrots and cabbage	210	Greeley
O-I	Glass bottle manufacturing facility	206	Windsor
Villano Brothers Farms, Inc.	Grow, pack and wholesale corn, onions, broccoli, cilantro	204	Fort Lupton
Colorstar Growers of Colorado	One of the largest growers of poinsettias in the country and wholesale bedding plants	200	Fort Lupton
Production Control Services, Inc.	Plunger lift equipment and oilfield service company	200	Frederick
Sunblest Farms	Hydroponically grown greenhouse tomatoes	200	Fort Lupton
Weld County Garage	Buick, Pontiac, GMC dealership. Automobile Car	198	Greeley
Noble Energy	Energy Sales and Services	193	Denver
Kersey Platte Valley School District RE-7	Education	190	Kersey
Target Corporation	Retail Sales	183	Greeley
Hungenberg Produce Co.	Grow, package and ship onions. carrots and cabbage	181	Greeley
Agland, Incorporated	Farmer owned Co-Op. fertilizer, chemicals, seed, petroleum, car-care centers, lubricants	175	Eaton
Anadarko Petroleum Corporation	Energy company	175	Denver
PCC Advanced Forming Technology, Inc.	Metal injection molding of a variety of parts used in automotive, medical, aerospace, etc.	175	Firestone
BAE Systems Container Solutions, Inc.	Containers for military and aerospace shipping	170	Berthoud
All American Homes of Colorado, LLC	Manufacture custom homes and commercial buildings	160	Milliken
Abound Solar	Manufacturer of the next generation of thin-film photovoltaic solar modules	156	Longmont
Home Depot #1515	Retail hardware and lumber.	155	Greeley
Golden Aluminum, Inc	Building and construction products	153	Fort Lupton
All American Homes of Colorado, LLC	Manufacture custom homes and commercial buildings	150	Milliken
BJ Services CO.	Oilfield Services	150	Brighton
Kenny Electric Service	Electrical Services	150	Windsor
Delphi Medical Systems	Contract manufacturing, specializing in electronic and electro-mechanical assembly	142	Firestone
Fairacres Manor	Long-term healthcare/retirement community	137	Greeley
Salud Family Health Centers	Community health-system providing health care to the medically underserved in Northern Colorado	136	Fort Lupton
Barvista Homes	Manufactured housing	134	Johnstown
Meadow Gold Dairy	Processing and wholesale distribution—fluid milk products. Dairy	134	Greeley
Flatiron Constructors, Inc.	Corporate headquarters—Transportation, construction and civil engineering	130	Longmont
Boulder Scientific Company, Inc.	Custom chemical manufacturing	127	Mead
Lowe's	Retail hardware and lumber	127	Greeley
Semperian, LLC	Back-office administrative support for GMAC	127	Greeley
Ault Highland School District RE-9	Education	125	Ault
Roof Check, Inc.	Full service, state-of-the-art roofing and architectural sheet-metal fabrication	125	Longmont
Kenton Manor Health Care Center	Elder Care	120	Greeley
Centennial BOCES	Services to member school districts	119	Longmont
Metal Container Corporation	Manufacture aluminum beverage containers	117	Windsor
Ensign Well Service	Oil field services.	116	La Salle
Metal Container Corporation	Manufacture aluminum beverage containers	112	Windsor
Platte River By-Products	Animal by products	110	Greeley
TSN, Incorporated	Wholesale supplier of cleaning and janitorial supplies to gas stations and convenience stores	110	Frederick
Duke Energy Field Services, LP	Energy Services	106	Greeley
Harsh International, Inc.	Manufacture cattle feed mixers, hydraulic dumping equipment	105	Eaton
Lextron, Inc.	Corporate headquarters—animal health products and livestock supplies distributor	105	Greeley
Greeley Publishing Company	Newspaper printing	104	Greeley
Roche Constructors, Inc.	Corporate headquarters—general contractors	103	Greeley
Leed Fabrication Services, Inc.	Steel fabrication; tanks, enclosures, oilfield production equipment	100	Greeley
Magpul Industries Corp	Firearm parts for military and police	100	Erie
Norfolk Iron & Metal	Steel service center, carbon steel products and flat rolled products. Industrial	100	Greeley
Schaefer Enterprises Inc.	Recycling of end of life electronics	100	Greeley

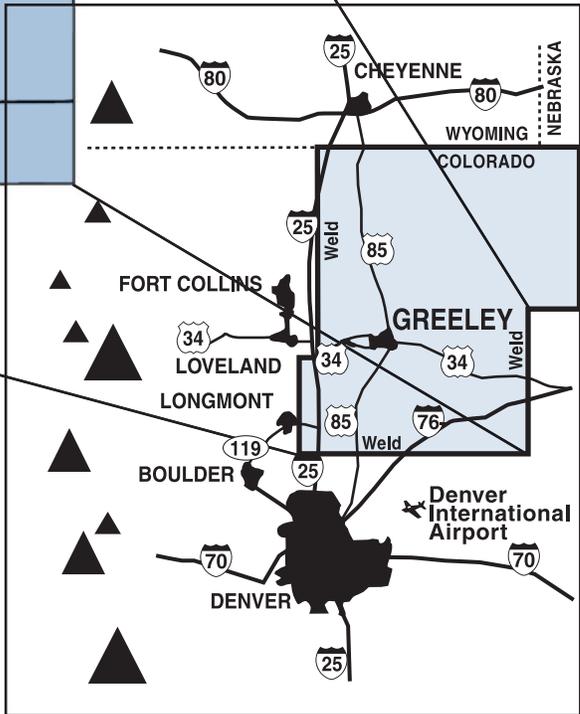
All numbers include full time, part time and seasonal employees for each entry.

WELD COUNTY

(3,992 Square Miles)



BNSF = Burlington Northern and Santa Fe
 GWR = Great Western Railway
 UP = Union Pacific



For Information Contact:



Supporting Job Opportunities in Greeley & Weld County Communities

822 7th Street, Suite 550
 Greeley, CO 80631
 (970) 356-4565 or Toll Free (800) 320-8578
 (970) 352-2436 Fax
www.upstatecolorado.org
info@upstatecolorado.org

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Sources of Information: City of Greeley, Weld County, Colorado Department of Labor and Employment–Labor Market Information, Colorado Department of Revenue, Colorado Division of Local Government, Greeley Mall, Greeley Convention & Visitors Bureau, MLS Statistics, North Colorado Medical Center, UNC Department of Economics, U.S. Census Bureau, Weld County Public Trustee.

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2013 MONTHLY FINANCIAL REPORT

Special points of interest:

- Highest July sales tax collection on record at \$660,817.
- Single Family Residential (SFR) building permits total 246 through the end of July. This is down slightly from the July 2012 number of 277.

Highlights and Comments

- * We recorded our highest gross sales tax collection for the single month of July.
- * July 2013 year-to-date gross sales tax increased 15.19% over July 2012.
- * Construction use tax up 5.45% over 2012.
- * Expenditure charts reflect July figures tracking as expected.
- * Year-to-date July revenue total exceeded expenditures by roughly \$7.1M.



Success in the Streets

Closing out the Thursday night summer concert series was the second annual street dance held in Windsor on August 8th. Last year's theme was "Salsa in the Streets" with Latin music and this year's was "Swing in the Streets" celebrating the 1940s era. The concert series is funded through the Community Events division of the General Fund.

Inside this issue:

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

Items of Interest

- USA Pro Cycling Challenge August 24.
- Harvest Festival on Labor Day weekend.
- Visit us at the improved www.windsorgov.com and look for live streaming of Town Board and Planning Commission meetings.

Sales, Use and Property Tax Update

July 2013

Benchmark = 58%	Sales Tax	Construction Use Tax	Property Tax	Combined
Budget 2013	\$5,502,998	\$1,317,445	\$4,096,598	\$10,917,041
Actual 2013	\$3,932,710	\$1,267,168	\$3,870,876	\$9,070,754
% of Budget	71.46%	96.18%	94.49%	83.09%
Actual Through July 2012	\$3,414,040	\$1,201,697	\$3,818,153	\$8,433,890
Change From Prior Year	15.19%	5.45%	1.38%	7.55%

Ideally through the seventh month of the year you would like to see at least 58% collection rate on your annual budget number. We have reached that benchmark in all three tax categories.

At this point last year we had collected \$3,818,153 in property taxes, or 92% of the annual budget. We are slightly ahead of the 2012 pace.

Building Permit Chart

July 2013

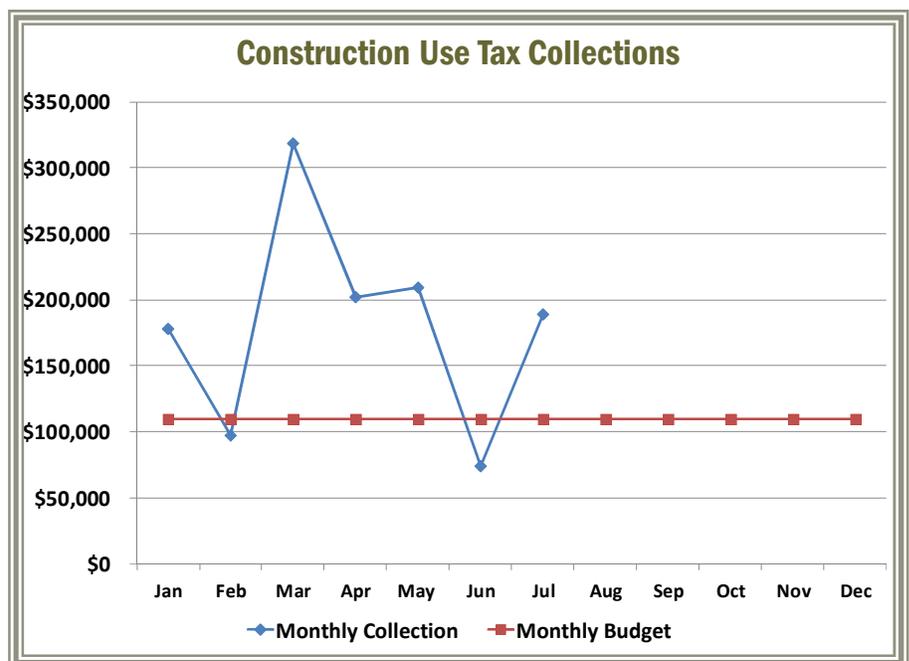
	SFR	Commercial	Industrial	Total
Through July 2013	246	0	3	249
Through July 2012	277	0	0	277
% change from prior year				-10.11%
2013 Budget Permit Total				305
% of 2013 Budget				81.64%

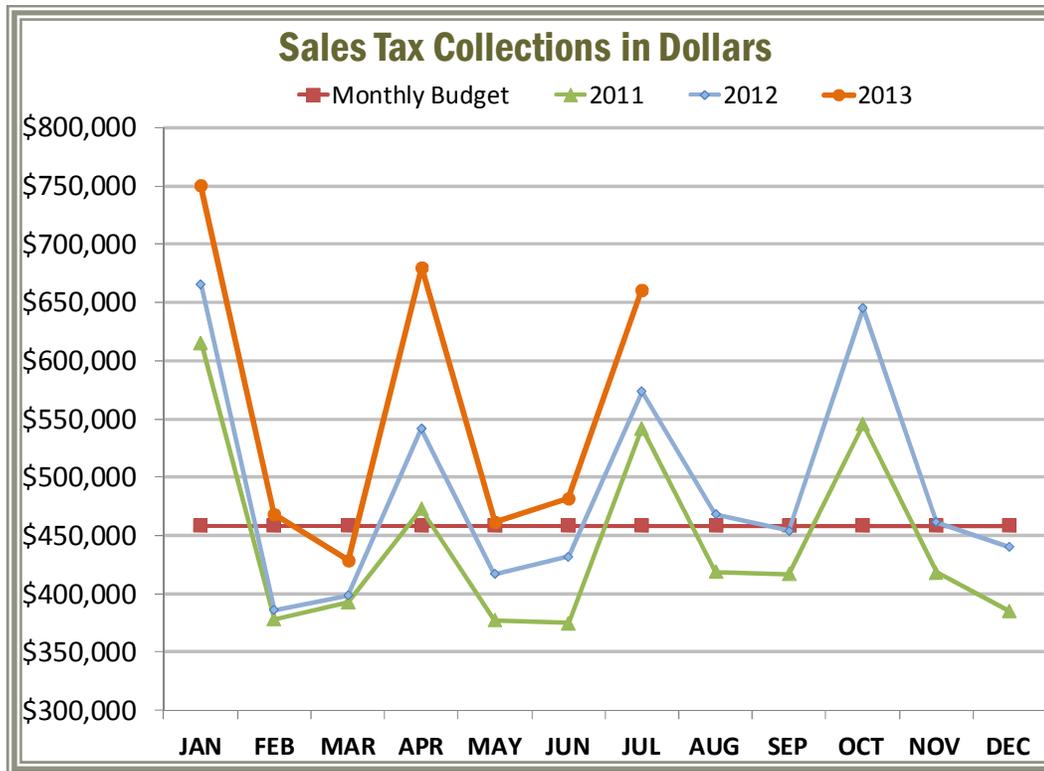
Building Permits and Construction Use Tax

We are showing a 10.11% decrease in number of permits as compared to July 2012. We issued 33 SFR permits in July 2013 as compared to 42 in July of 2012.

Construction use tax is 5.45% ahead of last year and easily cleared the 58% collection benchmark of total collections for the year. This revenue is a key factor in funding our Capital Improvement Plan (CIP).

July was stronger than June for issuing building permits. We are nearly at 100% of our annual budgeted collections at the end of July. I expect we will reach 100% collections in August.





Gross Sales tax collections for July 2013 were approximately \$87,000 higher than July 2012.

July Facts

July is a “quarterly collection” month, meaning that the collections are for sales made in June as well as quarterly filers for the second quarter. This July was our highest on record at \$660,187, producing roughly \$87,000 more in collections over July 2012.

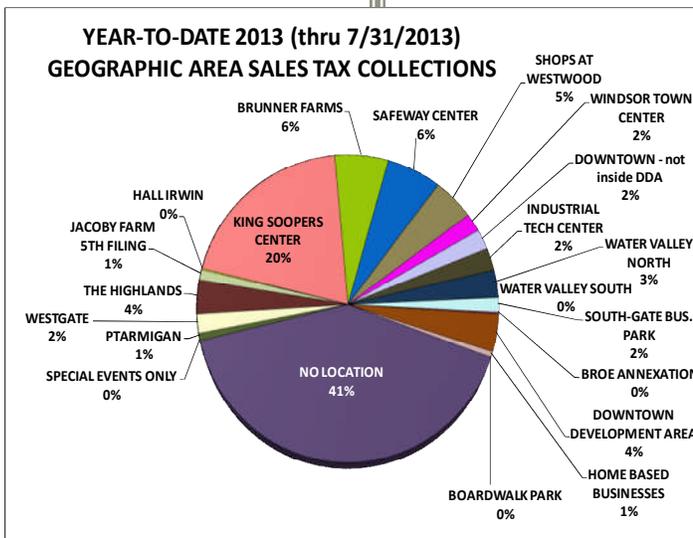
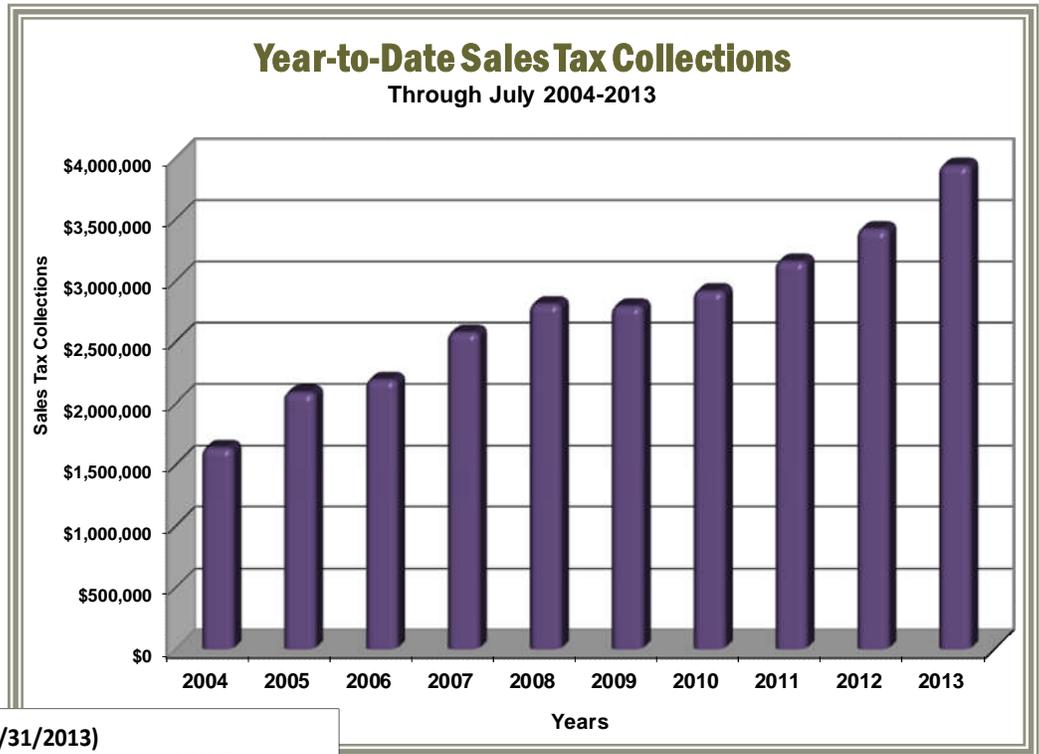
We received a one time voluntary compliance payments in July of roughly \$17,000 from Office Depot. Even without the extra payment, this was a record July collection.

Looking Forward

We budgeted \$5.5 M in sales tax for 2013, making our average monthly collection requirement \$458,000. We surpassed that mark by \$202,000.

If we continue at this pace, we are on target to collect \$6.5 million in sales tax for 2013. Preliminary budget estimates for 2014 place sales tax collections at \$6 million for 2014.

Through July we have collected over \$3.9M in sales tax. If we maintain this pace, we may end the year in the \$6.5M range.

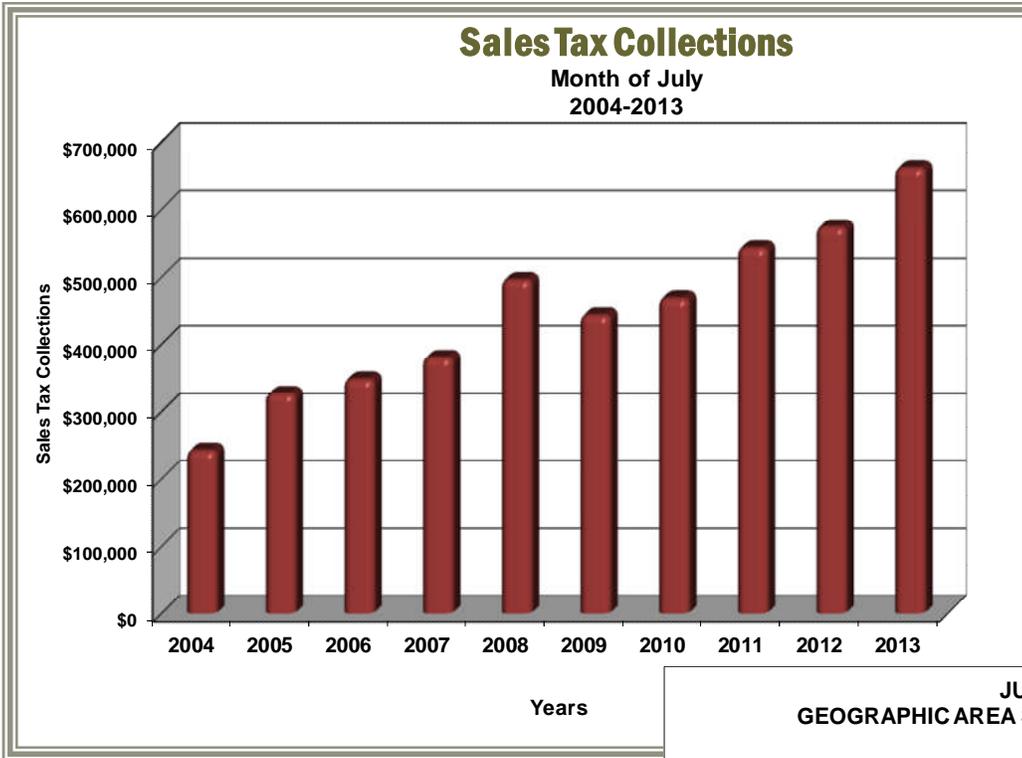


Our sales tax base is still anchored through groceries and utilities.

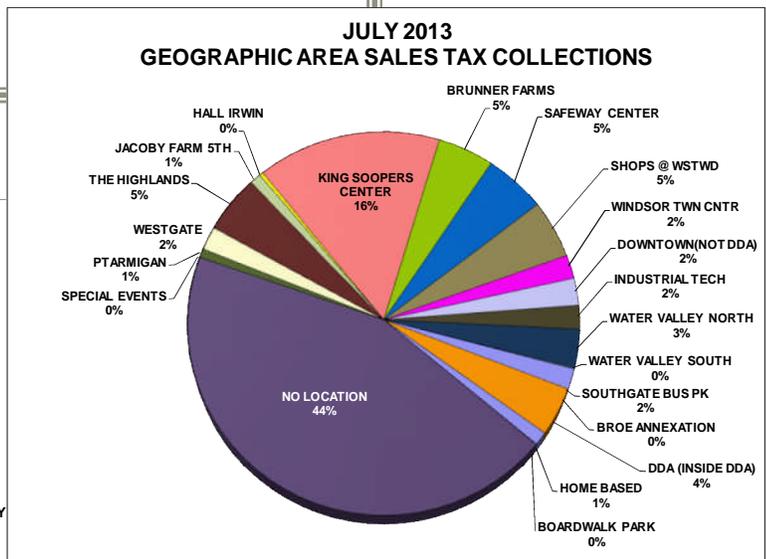
Year-to-Date Sales Tax

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

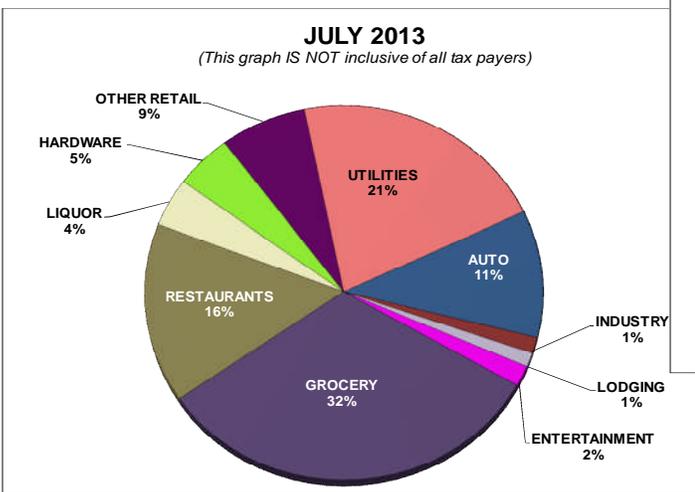
- Groceries, restaurants, hardware, general retail, entertainment and auto parts all increased collections over July 2012.
- Utility collections were down from July 2012. We do have an exemptions through utility companies supplying wholesale utilities to local manufacturers that were not in place in July 2012. I think that coupled with cooler summer weather led to this sector's decline. It appears this sector will average in the low \$90,000 range from now on.



In July 2013, we have collected \$660,817 in sales tax.



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



Monthly Sales Tax

- July 2013 gross collections of \$660,817 were 15.25% higher than July 2012 collections of \$573,387. July 2013 was the highest July gross sales collection on record.
- Our sales tax base is necessity driven, as demonstrated in the pie graph above. Necessities of food, utilities and automobiles comprised 80% of our July collections. This base coupled with increased population and housing continue to drive sales tax collections higher.
- We did receive a voluntary compliance payment from Office Depot of roughly \$17,000 in July.

All Funds Expense Chart

July 2013

Benchmark = 58%

<u>General Government</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2013 Budget</u>	<u>% of Budget</u>
General Fund	\$1,051,432	\$7,161,891	\$12,338,917	58%
Special Revenue	\$303,994	\$1,353,260	\$2,753,029	49%
Internal Service	\$122,534	\$1,276,104	\$2,355,908	54%
Other Entities(WBA)	\$12,090	\$84,635	\$145,080	58%
Sub Total Gen Govt Operations	\$1,490,050	\$9,875,890	\$17,592,934	56%
<u>Enterprise Funds</u>				
Water-Operations	\$360,405	\$1,423,199	\$2,700,133	53%
Sewer-Operations	\$188,329	\$896,776	\$1,238,601	72%
Drainage-Operations	\$25,689	\$252,073	\$406,995	62%
Non-Potable Operations	\$9,749	\$79,336	\$387,780	20%
Sub Total Enterprise Operations	\$584,172	\$2,651,384	\$4,733,509	56%
Operations Total	\$2,074,222	\$12,527,274	\$22,326,443	56%

plus transfers to CIF and Non-Potable for loan

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

<u>General Govt Capital</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2013 Budget</u>	<u>% of Budget</u>
Capital Improvement Fund	\$601,935	\$1,128,174	\$5,080,214	22%
<u>Enterprise Fund Capital</u>				
Water	\$474	\$82,974	\$2,673,542	3%
Sewer	\$35,994	\$321,722	\$787,250	41%
Drainage	\$0	\$0	\$856,000	0%
Non-Potable	\$23,627	\$117,113	\$380,700	31%
Sub Total Enterprise Capital	\$60,095	\$521,809	\$4,697,492	11%
Capital Total	\$662,030	\$1,649,983	\$9,777,706	17%
<i>plus transfer to Non-Potable for loan</i>				
Total Budget	\$2,736,252	\$14,177,257	\$32,104,149	44%

All Funds Expenditures

As a tracking tool, we would expend no more than 58% of our annual budgeted expenditures through the month of July. Our total expenditures budget is at 44% of the total budget.

The first and second quarters are usually highest in operations as we gear up for the summer with the addition of seasonal help and more operational costs. The third and fourth quarters usually show the highest capital expenditure cost, as we pay for projects as they are completed. Capital expenditures are starting to increase the percentage of the budget expended, as the construction season is coming to an end.

General Fund Expense Chart

	Department	Current Month	YTD Actual	2013	
				Budget	% of Budget
410	Town Clerk/Customer Service	\$41,881	\$305,903	\$527,426	58.0%
411	Mayor & Board	\$29,632	\$277,579	\$470,308	59.0%
412	Municipal Court	\$2,989	\$9,921	\$19,659	50.5%
413	Town Manager	\$20,055	\$142,324	\$277,826	51.2%
415	Finance	\$53,167	\$345,521	\$579,638	59.6%
416	Human Resources	\$23,184	\$180,096	\$345,699	52.1%
418	Legal Services	\$36,583	\$230,416	\$370,000	62.3%
419	Planning & Zoning	\$37,179	\$587,622	\$809,677	72.6%
420	Economic Development	\$10,223	\$123,242	\$182,527	67.5%
421	Police	\$195,647	\$1,573,390	\$2,685,654	58.6%
428	Recycling	\$2,809	\$17,147	\$41,470	41.3%
429	Streets	\$160,779	\$570,380	\$949,735	60.1%
430	Public Works	\$30,942	\$231,965	\$424,111	54.7%
431	Engineering	\$49,345	\$347,780	\$600,833	57.9%
432	Cemetery	\$9,743	\$58,328	\$112,878	51.7%
433	Community Events	\$9,053	\$74,707	\$106,411	70.2%
450	Forestry	\$21,192	\$154,279	\$309,139	49.9%
451	Recreation Programs	\$142,714	\$920,644	\$1,668,558	55.2%
452	Pool/Aquatics	\$39,458	\$102,369	\$189,884	53.9%
454	Parks	\$97,414	\$632,008	\$1,178,951	53.6%
455	Safety/Loss Control	\$0	\$1,829	\$15,510	11.8%
456	Art & Heritage	\$20,689	\$145,471	\$253,595	57.4%
457	Town Hall	\$16,754	\$128,970	\$219,429	58.8%
Total General Fund Operations		\$1,051,432	\$7,161,891	\$12,338,917	58.0%

General Fund Expenditures

The General Fund represents the bulk of our daily operations budget. Again judging by the seven month, 58% rule of thumb, expenditures are exactly where they should be after six months.

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

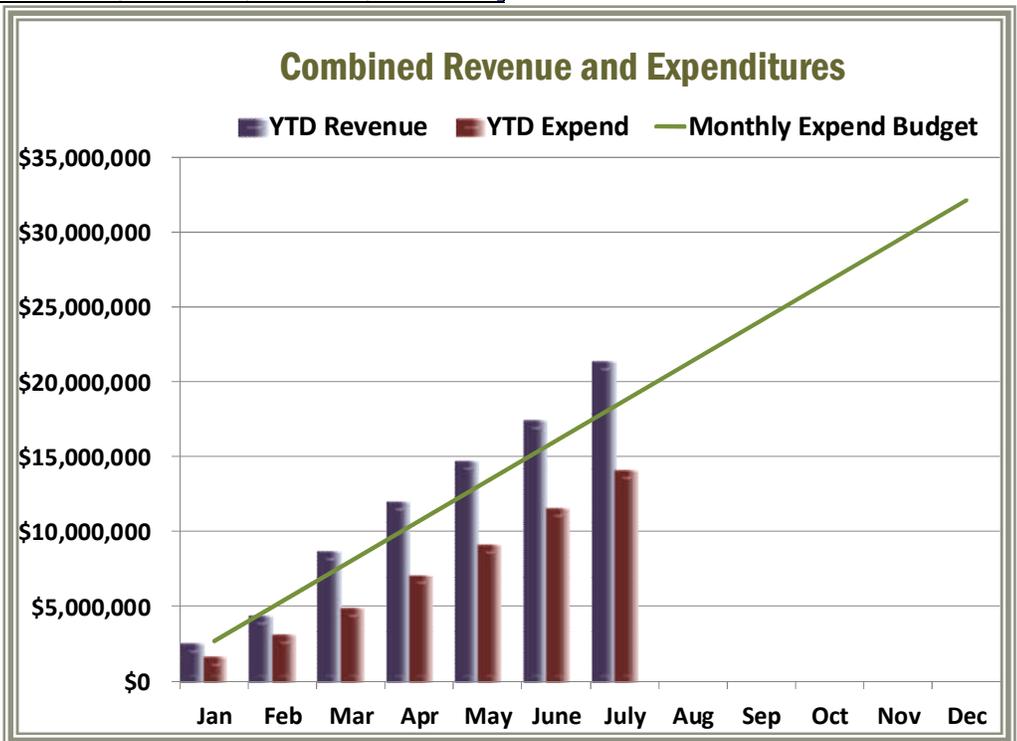
Economic development also reflects 100% expenditures in budgeted support for local organizations.

Community events is ahead of the 58% benchmark as well. This is to be expected as most of that budget is expended in three to four summer months.

Revenue and Expenditure Compared to Budget

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

July YTD revenue total exceeded expenditures by roughly \$7.1 million. Monthly expenditures spread over 12 months equals \$2,675,346 per month. Our total revenue for July was \$3,916,811. This YTD difference will become less as the year progresses and we pay for Capital projects.



Our Vision:

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

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

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

WINDSOR promotes quality development through MANAGED GROWTH.

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

WINDSOR is a GOOD ENVIRONMENTAL STEWARD.



2013 Monthly Financial Report

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

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

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

COMPLETING STARTED OR PROMISED PROJECTS

STEWARDSHIP OF THE COMMUNITY ASSETS

CONTINUING TO PREPARE FOR THE FUTURE

MAINTAINING A MOTIVATED (PRIDE) EMPLOYEE GROUP

We're on the Web

www.windsorgov.com



MEMORANDUM

Date: August 26, 2013
To: Town Board
From: Amy Porter, Special Events Coordinator
Re: D.1.a. July Special Event Monthly Report

Events in Planning:

- 4th of July- 16 hours
- Summer Concert Series- 16 hours
- Harvest Festival-3 hours
- Relay for Life- 4 hours
- Taste of Windsor Now-10 hours
- USA Pro Challenge- 30 hours
- Front Range Wine Festival-1 hour
- Special Event Application Reviews- 13.5 Hours
- Office Work (includes phone, email, processing applications, correspondence, posting data, etc.)- 36.5 Hours

Events Conducted:

- Summer Concert Series
- Taste of Windsor Now
- Relay for Life
- Farmers Market
- 4th of July
- Exalt in the Park

Monthly Sales Tax collected from Special Events:

- \$2,262.37



To: Town Board
From: Kelly A.
FyI

8000 E. Iliff Ave.
Denver, CO 80231

August 15, 2013

VIA FACSIMILE

Kelly Arnold
Town Manager
Town of Windsor
301 Walnut St.
Windsor, CO 80550
Fax No. 970-686-7180

RE: Encryption of Basic Channels

Dear Kelly,

Having completed our digital network enhancement to an all-digital system, on or shortly after October 15, 2013 we will begin encrypting our Limited Basic service in your area. Encryption has a number of consumer benefits; including the reduced need for home service calls and the enhanced security of our network by reducing service theft that impacts our customers' service experience.

When Limited Basic service is encrypted, all XFINITY Video customers will need equipment supplied by Comcast connected to each television in order to continue receiving services.

- A customer that has a set-top box, digital adapter, or a retail CableCARD™ device connected to each TV will be unaffected by this change.
- A customer that is currently receiving Comcast's Limited Basic service on any TV *without* equipment supplied by Comcast will lose the ability to view any channels on that TV. These customers will be entitled to receive equipment at no additional charge or service fee for a limited period of time. The number and type of devices the customer is entitled to receive, and for how long, will vary depending on the customer's situation.

Enclosed please find a sample of the customer notice that the FCC requires be sent to customers regarding encryption and the availability of devices at no additional charge or service fee. You'll note that we have established a special toll free number and website so that our customers can learn more about the equipment offer and eligibility.

In addition, the encryption of our Limited Basic service will impact those accounts receiving courtesy services pursuant to our Franchise/License Agreement. Courtesy accounts are entitled to receive up to three digital adapters or CableCARDS at no additional monthly charge, including those they may have previously received as part of our digital network enhancement to an all-digital platform.

As always, if you have any questions or concerns regarding this program, or any other matter, please feel free to contact me at 303-603-2012.

Sincerely,

A handwritten signature in cursive script that reads "Glenn Walker".

Glenn Walker
Government Affairs Manager
Enc.



AMERICAN CANCER SOCIETY RELAY FOR LIFE

Celebrate.

Remember.

Fight Back.

July 30, 2013

Mayor John Vazquez and Town Board Members
Town of Windsor
301 Walnut Street
Windsor, CO 80550

RE: Town of Windsor Strategic Plan - Grant Final Report

Dear Mayor Vazquez and Town Board Members:

On July 12th and 13th, the Relay For Life of Windsor was held at Eastman Park for its 7th year. The event has two main purposes; that is, to remember those we have lost to cancer and to give local residents the opportunity to share in the continuing fight against cancer. With the help from the grant from the Town of Windsor, we were able to rent the show stage without the cost hindering our event, and were able to raise over \$84,000 for research, advocacy, education and patient services. We were also able to build the community of Windsor's' spirit and pride by encouraging healthy, family-friendly neighborhoods and by organizing a successful community-supported event.

I believe that the biggest lesson that Relay For Life and the American Cancer Society learned from this experience is the power of communication. I am thankful that we were given plenty of notice from the Town of Windsor to find an alternative for the show stage but in the future, Relay For Life needs to make sure we are communicating to the Town what our exact needs will be for this event.

As for next year, we have already set our date for 2014 and communicated that date and our needs with Amy Porter and Laura Thiemann. I have received confirmation that the show stage is being reserved for our date so we shouldn't have any glitches next year. Both Amy and Laura have been so great to work with and we really value the partnership we have made with the Town of Windsor.

Sincerely,

Megan Clarkson
Community Relationship Manager

Visit www.RelayForLife.org.