



TOWN BOARD REGULAR MEETING

September 23, 2013 - 7:00 P.M.

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

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 by noon on the Thursday prior to the meeting to make arrangements.

AGENDA

A. CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance
3. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
4. Board Liaison Reports
 - Town Board Member Baker – Parks, Recreation & Culture Advisory Board; Cache La Poudre Trail Board Alternate
 - Town Board Member Thompson – Planning Commission; Tree Board; Great Western Trail Authority
 - Mayor Pro-Tem Melendez – Downtown Development Authority; Chamber of Commerce; North Front Range/MPO Alternate
 - Town Board Member Rose – Water & Sewer Board; Windsor Housing Authority, Planning Commission Alternate
 - Town Board Member Bishop-Cotner – Historic Preservation Commission; Clearview Library Board
 - Town Board Member Adams – Cache La Poudre Trail Board; Student Advisory Leadership Team (SALT)
 - Mayor Vazquez – North Front Range/MPO
5. Public Invited to be Heard

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

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

B. CONSENT CALENDAR

1. Minutes of the September 9, 2013 Regular Town Board Meeting – M. Lee
2. Advisory Board Appointments – P. Garcia

C. BOARD ACTION

1. Resolution No. 2013-52 - A Resolution of the Windsor Town Board Expressing Support for the Construction of a New County Office Building in Downtown Loveland
 - Legislative action
 - Presentation: Tom Donnelly, Larimer County Commissioner

2. Ordinance No. 2013-1457 - An Ordinance amending 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.
 - Second Reading
 - Legislative action
 - Staff Presentation: Brett Walker, Associate Planner
3. Ordinance No. 2013-1458 – An Ordinance amending 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
 - Second Reading
 - Legislative action
 - Staff Presentation: Brett Walker, Associate Planner
4. Ordinance No. 2013-1459 – An Ordinance Amending Chapter 8 of the Windsor Municipal Code for the Purpose of Allowing Greater Neighborhood Involvement in the Setting of Speed Limits within Residential Areas of the Town of Windsor, Colorado
 - First Reading
 - Legislative action
 - Staff Presentation: Kelly Unger, Management Assistant & Ian McCargar, Town Attorney
5. Ordinance No. 2013-1460 – An Ordinance Amending Section 8-6-20(b)(2) of the Windsor Municipal Code with Respect to Eligible Applicants for Golf Car Permits within the Town of Windsor, Colorado
 - First Reading
 - Legislative action
 - Staff Presentation: Ian McCargar, Town Attorney
6. Public Hearing – Rezoning certain property known as Windsor Commons Subdivision Second Filing, Lot 3 – 1101 Automation Drive – Karin Adams, JAKA Properties LLC, applicant/Garry A. Wilkening, Wilkening Storage LLC and Michael Kortendick, AICP, Landform, Inc., applicant’s representatives
 - Quasi-judicial
 - Staff Presentation: Josh Olhava, Associate Planner
7. Ordinance No. 2013-1461 – Rezoning certain property known as Windsor Commons Subdivision Second Filing, Lot 3 – 1101 Automation Drive – Karin Adams, JAKA Properties LLC, applicant/Garry A. Wilkening, Wilkening Storage LLC and Michael Kortendick, AICP, Landform, Inc., applicant’s representatives
 - First Reading
 - Quasi-judicial
 - Staff Presentation: Josh Olhava, Associate Planner
8. Public Hearing – Approval of Final Major Subdivision – Water Valley South Subdivision, 15th Filing – Mark Foster, applicant/Trollco, Inc., property owner
 - Quasi-judicial
 - Staff Presentation: Brett Walker, Associate Planner
9. Resolution No. 2013-53 – A Resolution of the Windsor Town Board Approving the Final Plat for the Water Valley South Subdivision, 15th Filing – Mark Foster, applicant/Trollco, Inc., property owner
 - Quasi-judicial
 - Staff Presentation: Brett Walker, Associate Planner
10. Site Plan Presentation – Highlands Industrial Park Subdivision Second Filing, Lots 3 & 4, Block 3 - Elder Construction – 7370 and 7380 Greendale Road – Tom Elder, Elder Holdings LLC, applicant/Cathy Mathis, The Birdsall Group, applicant’s representative
 - Staff Presentation: Josh Olhava, Associate Planner

11. Resolution No. 2013-54 – A Resolution Approving an Intergovernmental Agreement Between the Town of Windsor and the Colorado Department of Transportation with Respect to Grant Funding for the “Safe Routes to Schools” Trail Connection within the Town of Windsor, Colorado (7th Street Trail Project)
 - Legislative action
 - Staff Presentation: Melissa M. Chew, CPRP, Director of Parks, Recreation & Culture
12. Resolution No. 2013-55 – A Resolution Approving an Intergovernmental Agreement between the Town of Windsor and the Windsor-Severance Fire Rescue District with Respect to Training, Collaboration and Communication to Assure Public Safety within the Town of Windsor, Colorado
 - Legislative action
 - Staff Presentation: Terry Walker, Director of Public Works
13. Resolution No. 2013-56 – Resolution Authorizing the Town Manager to Execute Documents Associated with Grant Funding for the Law Ditch Pre-Disaster Mitigation Project (FEMA Project No. PDMC-PJ-08-CO-2011-003) Within the Town of Windsor, Colorado
 - Legislative action
 - Staff Presentation: Dennis Wagner, Director of Engineering
14. Financial Report
 - Staff Presentation: Dean Moyer, Director of Finance & Information Systems

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

September 9, 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 7:11 p.m.

1. Roll Call

Mayor John Vazquez
Myles Baker
Don Thompson
Ivan Adams

Also present: Town Manager
Town Attorney
Management Assistant
Director of Parks, Recreation & Culture
Town Clerk
Economic Development Manager
Director of Finance
Director of Planning
Director of Engineering
Director of Public Works

Kelly Arnold
Ian McCargar
Kelly Unger
Melissa Chew
Patti Garcia
Stacy Johnson
Dean Moyer
Joe Plummer
Dennis Wagner
Terry Walker

2. Pledge of Allegiance

Town Board Member Thompson led the Pledge of Allegiance.

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

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

Yeas – Baker, Thompson, 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 told members the Parks, Recreation & Culture Advisory Board will meet on September 10.
Town Board Member Thompson – Planning Commission; Tree Board; Great Western Trail Authority
Mr. Thompson reported the last Planning Commission meeting was cancelled. The Great Western Trail Board will meet next week. The Tree Board will offer tips to save your trees in its 2014 calendar. Mr. Thompson also noted this Board will consider Resolution 2013-50 later in the agenda, which would recognize Mr. Gene Morey for his service to the Tree Board, and make him an honorary Lifetime Member. He sincerely thanked Mr. Morey for his dedicated service.
Mayor Pro Tem Melendez – Downtown Development Authority; Chamber of Commerce; North Front Range/MPO Alternate
Mayor Pro Tem Melendez was not in attendance.
Town Board Member Rose – Water & Sewer Board; Windsor Housing Authority, Planning Commission Alternate
Mr. Rose was not in attendance.

- Town Board Member Bishop-Cotner – Historic Preservation Commission; Clearview Library Board
Mr. Bishop-Cotner was not in attendance.
- Town Board Member Adams – Cache La Poudre Trail Board; Student Advisory Leadership Team (SALT)
Mr. Adams reported he was ill and unable to attend the last Cache La Poudre Trail Board meeting. He thanked SALT members for their hard work at Harvest Festival events.
- Mayor Vazquez – North Front Range/MPO
Mayor Vazquez complimented the new MPO Director stating things are more efficient and effective. He noted RAMP funding continues to be a topic of interest, and discussion needs to continue. He also thanked everyone involved with the TIGER Grant, noting the whole Town will benefit. Mr. Arnold added that grant will address every rail crossing in Town, and official notification was received via email today.

5. Public Invited to be Heard

There was no public comment.

B. CONSENT CALENDAR

1. Minutes of the August 26, 2013 Regular Town Board Meeting – M. Lee
2. Advisory Board Appointments – P. Garcia
3. List of Bills – D. Moyer
4. Resolution No. 2013-50 – A Resolution of the Town of Windsor Expressing its Gratitude to Eugene Morey, and Granting to Mr. Morey a Lifetime Appointment to the Tree Board as an “Ex Officio” Member – P. Garcia

Town Board Member Thompson moved to approve the Consent Calendar as presented;

Town Board Member Baker seconded the motion. Roll call on the vote resulted as follows:

Yeas – Baker, Thompson, Adams, Vazquez

Nayes – None. Motion passed.

C. BOARD ACTION

1. Short Form Grant Application – Breast Friends Cancer Support Group Foundation, Inc.
 - Applicant presentation: Debbie MartinMs. Angela DiMichele spoke on behalf of the Breast Friends Cancer Support Group, asking for reimbursement of fees paid to the Town for their recent cancer walk, including a \$75 deposit and \$150 Lake Trail Fee.

Town Board Member Thompson moved to approve the Grant Application as presented;

Town Board Member Baker seconded the motion. Roll call on the vote resulted as follows:

Yeas – Baker, Thompson, Adams, Vazquez

Nayes – None. Motion passed.

2. I-25 Responsible Acceleration of Maintenance and Partnerships (RAMP) Discussion & Draft Support Letter
 - Staff presentation: Kelly Arnold, Town ManagerMr. Arnold began his presentation by stating he and Board Members have attended meetings to discuss the I-25 system and proposed implementation between State Highways 7 and 66, continuing north to Wellington. He noted immediate conversion to a third lane HOV express toll lane has been discussed but other alternatives exist and merit further discussion. He encouraged Board Members to maintain a continued presence at CDOT meetings. Mayor Vazquez

interjected other municipalities are members of a different MPO, and is encouraged as these meetings bring all groups together for dialogue. Board Members expressed a desire to stay involved as this project takes shape.

**Town Board Member Adams moved to forward a letter of support from the Town; Town Board Member Thompson seconded the motion. Roll call on the vote resulted as follows:
Yeas – Baker, Thompson, Adams, Vazquez
Nayes – None. Motion passed.**

D. COMMUNICATIONS

1. Communications from the Town Attorney

Mr. McCargar had nothing more at this time.

2. Communications from Town Staff

Ms. Chew pointed out fall sports have begun, and tournaments will continue at Diamond Valley and Chimney Park fields. She noted progress on trail projects in Highland Meadows and near Poudre Valley REA, and updated the Board on the multi-purpose court being constructed at Eastman Park. Ms. Chew commented there is some work still to be done to conclude the Sheepdraw Conservation Easement, and that talks continue regarding the Colorado Parks & Wildlife area. Mayor Vazquez inquired if the Town would take over management of that area; Ms. Chew responded options are still being discussed.

Ms. Chew also updated Board Members on the memorial bench project with the Birdwell family. She noted the family is thankful for time to work through this difficult situation, and select the most filling location. She noted the goal is to complete the project before the end of the year, and is encouraged that can happen now that a location has been determined.

Ms. Garcia updated Board Members on activities of the newly established Liquor Licensing Authority, stating the transition is going smoothly. She also reminded members of Salsa on 5th, and encouraged them to attend the event.

3. Communications from the Town Manager

Mr. Arnold spoke of upcoming Work Session topics including:

- A ballot issue with Larimer County
- Implementation of a 25 mph speed limit
- A need to readdress signage regarding truck brakes
- A lighted pedestrian crossing at County Road 13; noting that has been included in the 2014 budget
- A review of the golf cart Ordinance

4. Communications from Town Board Members

E. EXECUTIVE SESSION

An executive session pursuant to § 24-6-402 (4) (e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators. Economic inducements for new development (Stacy Johnson, Kelly Arnold, Ian McCargar)

Town Board Member Thompson moved to adjourn to an executive session pursuant to § 24-6-402 (4) (e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators; Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows:

Yeas – Baker, Thompson, Adams, Vazquez

Nayes – None. Motion passed.

Meeting was adjourned to Executive Session at 7:46 p.m.

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

F. ADJOURN

Following the conclusion of the Executive Session at, Town Board Member Thompson moved to adjourn the regular meeting; Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows:

Yeas – Baker, Thompson, Adams, Vazquez

Nayes – None. Motion passed.

The meeting was adjourned at 8:31 p.m.

Mary Lee, Deputy Town Clerk



MEMORANDUM

Date: September 23, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk
Re: Advisory Board Appointments
Item #: B.2.

Background / Discussion:

Town Board Members conducted advisory board interviews on Wednesday, September 18, 2013 and provided a recommendation of the following appointment:

Great Western Trail

John Garcia – 1 vacated term expiring December 2014

Financial Impact:

None.

Relationship to Strategic Plan:

1.C.

Recommendation:

Approve the recommended appointment.

Attachments:

Application



Advisory Board/Commission Application

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

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

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

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

Name of Board or Commission: Great Western Trail Authority

Name: John L. Garcia

Address: 1129 Hemlock Dr. Windsor Co. 80550

Day Phone: 970-531-1310 Night Phone: _____

E-Mail Address: soarlikeahawkjg@gmail.com

How long have you been a resident in Windsor? 5 years

Current Occupation: Teacher Employer: New Hope Academy

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

No

Why do you want to become a member of this particular board or commission? To contribute

to the community and participate in the growing trails network in the region.

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

1) _____

2) _____

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

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

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

Comments: Will meet with Don Thompson regarding trails.

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

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

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 for assistance.

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

Signature: John W. Date: 9/6/2013

TOWN OF WINDSOR

RESOLUTION NO. 2013-52

A RESOLUTION OF THE WINDSOR TOWN BOARD EXPRESSING SUPPORT FOR THE CONSTRUCTION OF A NEW COUNTY OFFICE BUILDING IN DOWNTOWN LOVELAND, COLORADO

WHEREAS, portions of the Town of Windsor lie within Larimer County, and are served by County offices in Fort Collins and Loveland; and

WHEREAS, the current County office building located at 205 East 6th Street in Loveland is crowded, inefficient and ineffective for serving our citizens; and

WHEREAS, remodeling a forty year-old building for today's needs is expensive, inefficient and is not the best use of public dollars; and

WHEREAS, on the 2013 General Election ballot, the qualified electors of Larimer County will be asked to allow Larimer County to build a new County office building in Loveland, Colorado, using tax revenue and reserves previously approved for renovations to the existing County office building; and

WHEREAS, Larimer County will use existing accumulated sales tax and reserves to fund the new facility; and

WHEREAS, Larimer County will not impose any additional taxes to fund the new County office building; and

WHEREAS, the new County office building is expected to be less expensive to operate and will provide adequate public parking; and

WHEREAS, providing core county services in Loveland such as Motor Vehicle, Employment, and Health and Human Services will reduce traffic congestion and provide conveniently-located services for the public in southern Larimer County, including Windsor's Larimer County residents.

NOW, THEREFORE BE IT RESOLVED by the Town Board of Windsor, Colorado, that the Town Board supports the construction of a new Larimer County office building in Loveland, Colorado.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 23rd day of September, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



MEMORANDUM

Date: September 23, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Brett Walker, Associate Planner
Subject: Ordinance No. 2013-1457 amending Chapters 15, 16 and 17 of the Windsor Municipal Code to update application submittal requirements for electronic submittals, referral processes, building permit document submittal, fee references, and building permit expiration - Second Reading
Item #: C.2

Discussion:

This item was presented to the Town Board at the August 26, 2013 Town Board meeting. A public hearing was held, and the Town Board approved the attached ordinance on first reading.

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.

Fiscal Impact:

None.

Relationship to Strategic Plan:

The Strategic Plan does not address planning application submittal processes or requirements.

Conformance with Vision 2025:

The Vision 2025 document does not address planning application submittal processes or requirements.

Recommendation:

Approval of the ordinance on second reading.

Attachments: Ordinance No. 2013-1457

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.

TOWN OF WINDSOR, COLORADO

ORDINANCE NO. 2013- 1457

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 26th day of August, 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: September 23, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Brett Walker, Associate Planner
Subject: Ordinance No. 2013-1458 amending 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 (Second Reading).
Item #: C.3

Discussion:

This item was presented to the Town Board at the August 26, 2013 Town Board meeting. A public hearing was held, and the Town Board voted to approve the attached ordinance.

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*

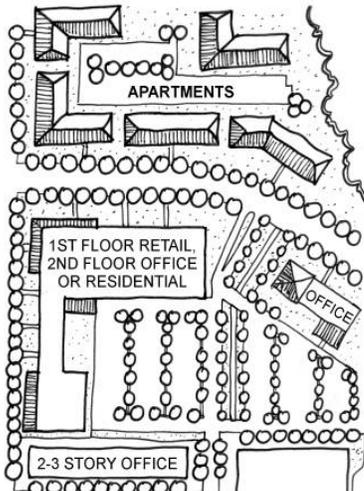
1. Old Town Windsor

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.

Fiscal Impact:

None.

Relationship to Strategic Plan:

Vision 2: Windsor has a vibrant downtown and lake which is a community focal point and destination. *Staff believes that the attached ordinance will promote this vision.*

Conformance with Vision 2025:

Downtown and Neighborhood Quality. *Staff believes that the attached ordinance will enhance downtown by providing additional development opportunities.*

Recommendation:

Approval of the ordinance on second reading.

Attachments: Ordinance No. 2013-1458

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.

TOWN OF WINDSOR, COLORADO

ORDINANCE NO. 2013- 1458

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 26th day of August, 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



MEMORANDUM

Date: September 23rd, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Kelly Unger, Management Assistant & Ian McCargar, Town Attorney
Re: Residential Speed Limits
Item #: Town Board Item C.4.

Discussion of Proposed Next Steps:

Per the request of Town Board, staff has prepared an ordinance allowing any property owners association or metropolitan districts to request 25 mph speed limits on local streets within their respective subdivision. At the September 16th work session, staff was directed to modify the draft ordinance by removing language regarding an application fee, removing the requirement of meeting notice signs to be posted in respective neighborhoods, and granting Town Board the ability to revoke any speed limit modification if finding the speed limit does not promote public safety, or negatively impacts traffic circulation, or adversely impacts infrastructure integrity.

Staff has also requested that, instead of including "Exhibit A" in the Ordinance, the Ordinance will simply refer to a map maintained by the Engineering Department and updated as new subdivisions are approved. That way, the Code will not require revision each time a new subdivision comes online.

Review Background:

At the Town Board work session on March 4th, June 3rd & September 16th the possibility of allowing Home Owner Associations (HOAs) to request 25 mph speed limits on local streets within their respective subdivision was proposed. Consensus on the Town Board was to direct staff to develop a petition method for HOA's to request 25 mph in the neighborhood. Staff has prepared a draft ordinance outlining the method for the HOA to request and implement 25 mph.

The Town Attorney has concluded that, in order to alter the 30 mph standard speed limit, adoption of an ordinance in the form attached and installation of new signs is required. The draft ordinance establishes a procedure to review the reduced speed limit request. Official action will be taken by resolution in each case.

Staff has polled other municipalities for residential speed limit standards and the results are tabulated below.

- Fort Collins local streets - 25 mph; minor collectors 25-30; major collectors 30-35
- Loveland was 30 mph until adoption of a new standard a few years ago; now it is 25 mph
- Greeley local streets - 30 mph
- Johnstown local streets – 25 mph
- Milliken local streets – 25 mph

Police Department statistics:

Over the last 2 years there were 17 accidents involving cars vs. pedestrians, bikes or skateboards. In approximately 50% of those incidents the driver of the motor vehicle was not at fault.

In 2012, the Police Department wrote 2,651 citations for traffic offenses and gave out 3,827 warning tickets.

The speed trailer is used as an education tool and in 2012 it was operational from March until the end of September at 15 different locations. In 2013 it is anticipated to be used at 20-24 locations.

Model Traffic Code:

The Model Traffic Code, which is the basis for traffic laws within Windsor, states that the maximum speed in a residential district shall be 30 mph unless *“local authorities determine upon the basis of a traffic investigation or survey or upon the basis of appropriate design standards...that any speed specified or established as authorized under sections 1101 to 1104 is greater or less than is reasonable or safe under the road and traffic conditions...said authority shall determine and declare a reasonable and safe speed limit...which shall be effective when appropriate signs...are erected...”*.

Relationship to Strategic Plan:

Goal 1.A. *Increase the safe and secure feeling of Windsor residents.*

Recommendation:

Approve Ordinance 2013-1459 allowing property owner associations or metropolitan districts to request 25 mph speed limits in their requested subdivision.

Attachments:

Ordinance 2013-1459
Application to Reduce Speed Limit

TOWN OF WINDSOR, COLORADO

ORDINANCE NO. 2013-1459

AN ORDINANCE AMENDING CHAPTER 8 OF THE *WINDSOR MUNICIPAL CODE* FOR THE PURPOSE OF ALLOWING GREATER NEIGHBORHOOD INVOLVEMENT IN THE SETTING OF SPEED LIMITS WITHIN RESIDENTIAL AREAS OF THE TOWN OF WINDSOR, COLORADO

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

WHEREAS, the Town’s citizenry places high value on a safe and efficient system of transportation, both locally and regionally; and

WHEREAS, by its adoption of the Model Traffic Code, the Town has approved a Town-wide speed limit of 30 miles per hour (mph), except where otherwise posted; and

WHEREAS, in some residential neighborhoods, a speed limit of less than 30 mph is a safe and appropriate speed for conditions particular to such neighborhoods; and

WHEREAS, the Town Board, in consultation with the Chief of Police and the Director of Engineering, have identified certain neighborhoods within which reduced speed limits are seen as safe and appropriate; and

WHEREAS, the Town Board recognizes that, pursuant to the Model Traffic Code, it has the authority to modify speed limits on purely-local streets through legislative action; and

WHEREAS, by the within Ordinance, the Town Board wishes to establish a procedure for legislative approval of reduced speed limits upon application, which approval will have the force and effect of law; and

WHEREAS, by its adoption of the within Ordinance, the Town Board believes that the safe and efficient movement of traffic will be promoted, and fair notice to drivers will be afforded.

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

Section 1. Chapter 8 of the *Windsor Municipal Code* shall be amended by the addition of a new Article VIII, which shall read as follows:

**ARTICLE VIII
MODIFICATION OF NEIGHBORHOOD SPEED LIMITS**

Sec. 8-8-10. General Speed Limits Affirmed.

The authority of the Town to establish speed limits through adoption of the Model Traffic Code is hereby affirmed. Except as modified pursuant to this Article, all speed limits established by adoption of the Model Traffic Code shall remain in full force and effect.

Sec. 8-8-20. Modification of Speed Limits; procedure.

- (1) Any property owners association or metropolitan district serving a neighborhood or subdivision may apply for a reduction of the applicable speed limit upon local and minor collector streets within the neighborhoods and subdivisions identified in a Town-wide street map maintained by the Engineering Department and updated as new subdivisions are approved. The following procedural requirements shall apply:
 - a. **Application.** The Town Manager shall make available an application form by which a qualifying association or metropolitan district may request consideration of speed limit modification under this Article. At a minimum, the form shall identify the applicant and the applicant's representative, and shall contain sufficient space for the applicant to identify the streets for which speed limit modification is sought under this Article. No application shall be accepted or processed if any of the streets identified therein, or portions thereof, have been the subject of a prior application filed pursuant to this Article. Nothing herein shall be construed to prevent the amendment of an application for speed limit modification pursuant to this Article, so long as all requirements of this Article are met with respect to such amendment(s).
 - b. **Entire neighborhoods only.** The approval of a speed limit modification pursuant to this Article shall apply to the full length of all streets within the neighborhood or subdivision for which approval is issued. The Town Board shall not have the authority to approve speed limit modifications for only a portion of the streets within a particular neighborhood or subdivision.
 - c. **Police Department and Engineering Department Review.** Upon receipt of a completed application, both the Police Department and Engineering Department shall undertake a review of the application. Upon completion of such reviews, the Chief of Police (or designee) shall prepare a written report for presentation to the Town Board, which report shall describe any concerns for public safety, traffic circulation or any other matter affecting the public interest. Upon completion of all staff-level reviews, the

application shall be referred by the Town Manager to the Town Board at a regular or special meeting.

- (2) **Town Board review and action; formal action required.** Prior to taking any action on an application filed pursuant to this Article, the Town Board shall conduct a public hearing at which staff comments, recommendations and relevant public input are considered. Any speed limit modification approved pursuant to this Article shall be in the form of a Resolution approved by a majority of Town Board members participating in the action. The Town Board shall have full legislative discretion in this regard, and any determination of the Town Board under this Article shall be deemed final legislative action.
- (3) **Posting of modified speed limits.** Upon Town Board approval of any Resolution approving a speed limit modification pursuant to this Article, the Town shall post signage reflecting the approved modified speed limit along all routes affected thereby. The number, location and other characteristics of such signage shall be determined through cooperation of the Police Department, Engineering Department and Public Works Department. No speed limit modification approved pursuant to this Article shall be effective until the posting of signage is completed under this sub-section.

Sec. 8-8-30. Limitations. Except as provided in Section 8-8-40 below, no speed limit modification approved pursuant to this Article shall increase any speed limit otherwise in effect at the time. No speed limit modification approved pursuant to this Article shall have the effect of establishing any speed limit of less than 25 miles per hour. No speed limit modification pursuant to this Article shall affect any speed limit in effect on any street not shown as eligible within the Town-wide street map maintained by the Engineering Department and updated as new subdivisions are approved.

Section 8-8-40. Revocation. The Town Board shall have the authority to revoke any speed limit modification approved pursuant to this Article upon a finding that such speed limit modification does not promote public safety, or negatively impacts traffic circulation, or adversely impacts infrastructure integrity.

Introduced, passed on first reading and ordered published this 23rd day of September, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Passed on second reading, and ordered published this 14th day of October, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



Town of Windsor
Town Hall
301 Walnut Street
Windsor, CO 80550
Phone: 970-647-2400 I Fax: 970-686-7180

APPLICATION TO REDUCE SPEED LIMIT

Any property owners association or metropolitan district serving a neighborhood or subdivision may apply for a reduction of the applicable speed limit upon local and minor collector streets within the neighborhoods and subdivisions identified in a Town-wide street map maintained by the Engineering Department and updated as new subdivisions are approved. The approval of a speed limit modification shall apply to the full length of all streets within the neighborhood or subdivision for which approval is issued. The Town Board shall not have the authority to approve speed limit modifications for only a portion of the streets within a particular neighborhood or subdivision.

Today's Date: _____

Contact Person: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Email:** _____

Neighborhood or subdivision you are requesting twenty-five (25) speed limit modification. Please explain. *(A map is available through the Engineering Department for reference of eligible streets.)*

We, the residents of _____, do hereby request the Town of Windsor to reduce the existing speed limits of thirty (30) miles per hour to twenty-five (25) miles per hour.

Signature of Representative

Date



MEMORANDUM

Date: September 23, 2013
To: Mayor and Town Board
Via: Regular meeting packets, September 23, 2013, regular meeting
From: Ian D. McCargar, Town Attorney
Re: Golf Cars on Public Streets; metropolitan district consent
Item #: C.5.

Background / Discussion:

History and current regulations.

When it comes to golf cars on public streets, the Windsor Town Board has taken two official regulatory steps:

- Resolution No. 2005-97 (“2005 Resolution”), under which “neighborhood electric vehicles” were permitted on the streets in the Water Valley area; and
- Ordinance No. 2009-1357 (“2009 Ordinance”), under which a permit system was established for neighborhoods by application and Town Board review. This Ordinance is codified at Chapter 8, Article VI of the *Windsor Municipal Code*.

Under the 2009 Ordinance, any person could apply for a permit which, if granted, would allow the operation of golf cars within a particular neighborhood or subdivision. As part of the eligibility requirements, the consent of the neighborhood’s or subdivision’s homeowner’s association, or the consent of a majority of the residents via a signed petition, was required. Recently, we were asked to consider allowing the metropolitan district in the neighborhood or subdivision to consent to the application.

Attached is a rather straightforward ordinance, under which metropolitan districts are included in the list of those whose consent will allow a person to apply for a golf car permit under the 2009 Ordinance. I have also attached the earlier Code fragment presented for reference during the September 16, 2013, work session to illustrate the changes to the existing Code language.

This amendment is presented on first reading this evening, and requires the affirmative vote of a simple majority of those participating.

Financial Impact: None.

Relationship to Strategic Plan: Transportation and mobility

Recommendation: Consider attached Ordinance, approve on first reading.

Attachments: An Ordinance Amending Section 8-6-20 (B) (2) of the *Windsor Municipal Code* With Respect to Eligible Applicants for Golf Car Permits Within the Town of Windsor, Colorado; “blue ink” fragment from September 16, 2013, work session.

TOWN OF WINDSOR, COLORADO

ORDINANCE NO. 2013-1460

AN ORDINANCE AMENDING SECTION 8-6-20 (b) (2) OF THE *WINDSOR MUNICIPAL CODE* WITH RESPECT TO ELIGIBLE APPLICANTS FOR GOLF CAR PERMITS WITHIN THE TOWN OF WINDSOR, COLORADO

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

WHEREAS, the Town’s citizenry places high value on a safe and efficient system of transportation, both locally and regionally; and

WHEREAS, in 2009, the Town Board adopted an ordinance, now codified at Chapter 8, Article VI of the *Windsor Municipal Code* (“Golf Car Ordinance”), under which eligible applicants could seek Town Board approval for the operation of golf cars on local streets within the Town; and

WHEREAS, the Golf Car Ordinance limited the eligibility of applicants to those who have the consent of a homeowners association or a majority of property owners within the affected neighborhood; and

WHEREAS, the Town Board, in consultation with the Chief of Police and Town Manager, have concluded that the criteria for applicant eligibility under the Golf Car Ordinance should be expanded to include those for whom consent is received from a metropolitan district which serves the neighborhood in question; and

WHEREAS, by the within Ordinance, the Town Board wishes to expressly permit metropolitan districts to consent to applications for permits under the Golf Car Ordinance; and

WHEREAS, by its adoption of the within Ordinance, the Town Board believes that the safe and efficient movement of traffic will be promoted for the benefit of the public.

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

Section 8-6-20 (b) (2) of the Windsor Municipal Code is hereby repealed, amended and re-adopted to read as follows:

(2) Any person wishing to seek Town Board permission for operation of a golf car upon Town streets within a particular neighborhood or subdivision shall first obtain the written consent of either the homeowners' association within the neighborhood or subdivision, or metropolitan district whose service area includes the applicable neighborhood or subdivision, or the written approval in the form of a signed petition from a majority of the residents within the applicable neighborhood or subdivision.

Introduced, passed on first reading and ordered published this 23rd day of September, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Passed on second reading, and ordered published this 14th day of October, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

DISCUSSION DRAFT, AMENDMENT TO WINDSOR MUNICIPAL CODE § 8-6-20 (b) (2)
REGARDING PETITION REQUIREMENTS FOR GOLF CAR PERMITS

Sec. 8-6-20. Operation of golf cars authorized.

- (a) Except as authorized and as provided by the terms of this Article, the operation of golf cars within the Town shall be unlawful.
- (b) The operation of golf cars shall be permitted only pursuant to the following requirements:
 - (1) Permits for the operation of a golf car upon Town streets shall be issued only for particular neighborhoods and subdivisions, and only by resolution of the Town Board.
 - (2) Any person wishing to seek Town Board permission for operation of a golf car upon Town streets within a particular neighborhood or subdivision shall first obtain the written consent of **either** the homeowners' association within the neighborhood or subdivision, **or metropolitan district whose service area includes** the applicable neighborhood or subdivision, or the written approval in the form of a signed petition from a majority of the residents within the applicable neighborhood or subdivision.



MEMORANDUM

Date: September 23, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Josh Olhava, Associate Planner
Subject: Public Hearing and Ordinance No. 2013-1461 – Rezoning certain property known as Windsor Commons Subdivision Second Filing, Lot 3 – 1101 Automation Drive - Karin Adams, JAKA Properties LLC, applicant/ Garry A. Wilkening, Wilkening Storage LLC and Michael Kortendick, AICP, Landform Inc., applicant's representatives
Location: 1101 Automation Drive
Item #s: C.6 & C.7

Background:

The applicant, Ms. Karin Adams, represented by Mr. Garry Wilkening and Mr. Michael Kortendick, are requesting to rezone approximately 3.799 acres (4.156 acres in size when including half of the Automation Drive right-of-way along the extent of the property) from General Commercial (GC) to Limited Industrial (I-L) zoning (please see the enclosed rezoning plat). The subject property is located at 1101 Automation Drive, directly north of the Windmill Childcare Center.

Mr. Wilkening, the owner of the existing Windsor Commons Self Storage facility across the street from the subject site has entered into a contractual agreement with the current property owner, Ms. Adams; and proposes to expand his storage facility to this site. The applicant and the Town have recorded a Contractual Agreement for Land Use Limitations under Recording Number 3960018 that limits the use of Lot 3; upon Town Board approval of the rezoning petition (please see the enclosed agreement Rec. No. 3960018 for additional details).

On Thursday, August 15, 2013, the applicant's representatives held a Neighborhood Meeting at the Community Recreation Center. There was limited attendance and no concerns were raised during the meeting by attendees. Please see the enclosed Neighborhood Meeting notes from August 15, 2013.

Conformance with Comprehensive Plan: The application is consistent with the following Commercial and Industrial Land Use goal and policy of the Comprehensive Plan:

- Goal:** 4) Encourage industrial uses to locate in areas which lessen the impact on the downtown area of Windsor.
- Policy:** 4) Encourage compatible industries to locate in and annex to Windsor, with general, heavy industrial activities locating in the eastern and southeastern portions of the GMA.

Conformance with Vision 2025: The proposed application is consistent with the following “Economic Vitality” goals of the Vision 2025 document:

Goal: 3) Grow and Diversify the Windsor economy.

Strategy: Promote the expansion of locally owned businesses in the community.

Notification: August 30, 2013 – Staff posted a Rezoning Proposal Under Review Sign
August 30, 2013 – Staff submitted the Legal Ad to the Paper
September 3, 2013 – Staff posted the Public Hearing notice
September 9, 2013 – Staff received the Mailing Affidavit

Recommendation: At their September 18, 2013 regular meeting, the Planning Commission forwarded a recommendation of approval of the Rezoning request to the Town Board, and staff concurs with this recommendation.

Enclosures: Ordinance No. 2013-1461
Application materials
Rezoning petition
Rezoning narrative
Neighborhood Meeting Notes from August 15, 2013
Rezoning plat
Contractual Agreement for Land Use Limitations – Rec. No. 3960018
PowerPoint presentation

pc: Karin Adams, JAKA Properties LLC, applicant
Garry A. Wilkening, Wilkening Storage LLC, applicant’s representative
Michael Kortendick, AICP, Landform Inc., applicant’s representative

TOWN OF WINDSOR, COLORADO

ORDINANCE NO. 2013-1461

AN ORDINANCE PURSUANT TO CHAPTER 16, ARTICLE V OF THE *WINDSOR MUNICIPAL CODE* APPROVING THE RE-ZONING OF THE PROPERTY LOCATED AT LOT 3, WINDSOR COMMONS SUBDIVISION, SECOND FILING UPON THE APPLICATION OF JAKA PROPERTIES, LLC

WHEREAS, the Town of Windsor is a home rule municipality with all powers conferred under Colorado law; and

WHEREAS, the Town has in place a comprehensive system of land use regulations, the purpose of which is to promote the public health, safety and welfare; and

WHEREAS, the Town has adopted the zoning regulations set forth in Chapter 16 of the Windsor Municipal Code (“Zoning Code”), under which parcels of land are identified and classified for regulatory purposes; and

WHEREAS, the property located at Lot 3, Windsor Commons Subdivision, Second Filing (“Property”), is presently zoned “General Commercial GC”, pursuant to the regulations found in Article XIX of the Zoning Code; and

WHEREAS, the owner of the Property, JAKA Properties, LLC, has filed a Petition (“Petition”) requesting re-zoning of the Property from its current General Commercial GC designation to a “Limited Industrial IL” designation; and

WHEREAS, in accordance with the requirements for re-zoning found in Article V of the Zoning Code, the Petition has been reviewed by staff and referred to the Planning Commission for review and recommendation following a public hearing; and

WHEREAS, the Planning Commission has recommended that the Town Board approve the re-zoning request, subject to certain conditions; and

WHEREAS, pursuant to the requirements for re-zoning found in Article V of the Zoning Code, the Town Board has convened a public hearing and heard relevant evidence with respect to the merits of the Petition; and

WHEREAS, based upon the evidence presented at the public hearing, the Town Board concludes that the Petition should be granted, and the Property re-zoned as requested.

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

1. The property located at Lot 3, Windsor Commons Subdivision, Second Filing (“Property”) is and shall henceforth be re-zoned from General Commercial GC to Limited Industrial IL.
2. In addition to all other applicable regulations, the use of the Property shall be subject to the regulations found in Chapter 16, Article XXI of the *Windsor Municipal Code*.
3. In addition to all regulations applicable under the *Windsor Municipal Code*, the use of the property shall be subject to the terms of that certain Conditional Agreement for Land Use Limitations dated August 21, 2013, between the Town and JAKA Properties, LLC.
4. Pursuant to *Windsor Municipal Code* § 16-5-20 (3), within ten (10) days of the effective date of this Ordinance, JAKA Properties, LLC, 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 two (2) translucent original Mylars of final rezoning maps to be recorded in the office of the Weld County Clerk and Recorder.

Introduced, passed upon a vote of ____ in favor and ____ opposed on first reading and ordered published this 23rd day of September, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Passed on second reading upon a vote of ____ in favor and ____ opposed, and ordered published this 14th day of October, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

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 (Code). The Town of Windsor Planning Department reserves the right to refuse to accept incomplete submittals. Please see the 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*: Windsor Commons Subdivision, Second Filing Rezoning

LEGAL DESCRIPTION*: Lot 3, Windsor Commons Subdivision, Second Filing

PROPERTY ADDRESS (if available): _____

PROPERTY OWNER (APPLICANT):	
Owner's Name(s)*: <u>Karin Adams</u>	
Company: <u>JAKA Properties LLC</u>	
Address*: <u>11460 County Rd. 140, Salida, CO 81201</u>	
Primary Phone #*: <u>719-221-1212</u>	Secondary Phone #: <u>719-539-3340</u>
Fax #: <u>719-539-3345</u>	E-Mail*: <u>karinadams44@gmail.com</u>

OWNER'S AUTHORIZED REPRESENTATIVE:	
Representative's Name: <u>Garry A. Wilkening</u>	
Company: <u>Wilkening Storage LLC</u>	
Address: <u>11535 W. Hampden Avenue, Lakewood, CO 80227</u>	
Primary Phone #: <u>720-244-1617</u>	Secondary Phone #: <u>720-220-2689</u>
Fax #: <u>303-948-9955</u>	E-Mail: <u>trouttklr@msn.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.

Karin Adams May 28, 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.

Karin Adams for JAKA Properties LLC
Print Name(s)

*Required fields

REZONING PETITION

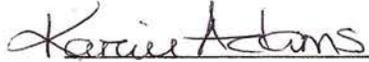
I, the undersigned, being the owner of the property described as Lot 3, Windsor Commons Subdivision, Second Filing, containing 3.799 acres more or less, hereby request a change in zoning from General Commercial (GC) to Limited Industrial (IL) and do hereby pay the required fee.

Date

Owner's Signature

Mailing Address

May 28 2013



11460 County Rd. 140

JAKA Properties, LLC

Salida, CO 81201

By: Karin Adams

Managing Member

Landform, Inc.

P.O. Box 9, Evergreen, Colorado, 80437-0009, Office: 303.670.5100, Wireless: 303.748.0221, Fax: 303.670.9544, mjkort@landform.us, www.landform.us

Town of Windsor Planning Department
ATTN.: Mr. Joseph Plummer, Director of Planning
301 Walnut Street
Windsor, CO 80550

**RE: Cover Letter Associated With Rezoning Lot 3, Windsor Commons
Subdivision, Second Filing to Accommodate an Enclosed Storage Facility
and Accessory Outdoor (RV/Boat/Camper) Storage**

Dear Mr. Plummer:

This *Cover Letter* and attached documentation are intended to provide you and others with the requisite information necessary to process a *Rezoning* associated with the above referenced property.

In brief, the proposal is to *Rezone* the property (as referenced above) to allow for a group of small uninhabited structures (specifically storage units) designed for the storage of items typically associated with a household. It should be noted that no hazardous materials are permitted to be stored within the facility.

PROPERTY IDENTIFICATION:

The subject property is currently classified as Vacant Land as thusly does not yet have a physical address assigned to it. The Assessor's Parcel Identification Number associated with this approximate 3.799-acre property (4.156 acres in size per the Zoning Map that includes ½ of the Automation Drive right-of-way in front of the subject property) is: 080722314003, while the Legal Description is: Lot 3 Windsor Commons, Second Filing. The property is located within Section 22, Township 6 North, Range 67 West, Sixth Principal Meridian, County of Weld, State of Colorado.

PROPERTY OWNERSHIP / APPLICANT / CONTACT INFORMATION:

The owner of the property is:
JAKA Properties, LLC
Karin S. Adams, Managing Member
339 E. Hwy. 50, Suite #104
Salida, CO 81201
Wireless: 719.221.1212

AUTHORIZED REPRESENTATIVE:

The Owner of the existing "Windsor Commons Self Storage" facility, who has entered into a contractual agreement with the (subject) property Owner is:

Wilkening Storage, LLC
Garry A. Wilkening, Member
11535 W. Hampden Avenue
Lakewood, CO 80227

And this author has been retained to assist the Applicant's Authorized Representative with this Rezoning Process. My contact information may be found on the bottom of this correspondence.

PROJECT GENESIS:

As previously mentioned the Authorized Representative for this project (also being the Owner of the existing "Windsor Commons Self Storage" facility) informed this author that he and his wife purchased the self-storage business in May 2012 and increased the occupancy from 83% to 99-100%. And while other like services exist within the region, demand for storage within this immediate area remains high. As you know many residential communities are governed by Covenants that preclude outdoor storage, further adding to the demand for these services within this area.

EXISTING & PROPOSED ZONING CLASSIFICATION / ADJOINING LAND USES:

The existing zone classification associated with the subject property is the "General Commercial GC District" that does not allow "enclosed storage facilities", "parking and service areas" and/or "accessory outdoor storage" (the later two designations appearing to apply to recreational vehicle, boat and camper storage). Therefore a Rezoning to "Limited Industrial I-L District" that allows the previously cited/sought uses is required.

It should be noted that the Limited Industrial (I-L) zone classification already exists on both sides of existing Highway 257 near the proposed Rezoning site, including a large area situated across the Highway and to the east, including that area containing the Applicant's existing "Windsor Commons Self Storage" facility. More specifically the existing "Windsor Commons Self Storage" facility is situated east and adjacent to existing Highway 257, west and adjacent to existing Automation Drive and south and adjacent to existing Commons Drive. The proposed expansion (Rezoning site) is oriented east and across existing Automation Drive.

Additionally the existing General Commercial, Planned Unit Development (GC-PUD) zone classification currently located in the very NE corner of existing Highway 257 and WCR 66 (Eastman Park Drive) has a small pocket of the I-L zone classification contained inside it resembling a hole-in-the-donut configuration, also being the location of the existing "Windsor Commons Self Storage" facility. As such Rezoning the subject property to I-L (to accommodate the desired storage uses) appears to be compatible with those nearby zone classifications and existing land uses.

One letter of support is being transmitted within the companion Rezoning submittal package from the Owner of "Moltz Construction, Inc." (situated east and adjacent to the

subject property) while another will be forthcoming from the Owner of the "Windmill Child Enrichment Center" (situated south and adjacent to the subject property). And given the limited impacts associated with the contemplated storage facility (including but not limited to an incremental increase in vehicle traffic and the built environmental form) one could expect the harmonious integration of the storage facility project within the surrounding area and community.

And Article XXI [Limited Industrial I-L District, Section 16-21-20 Use regulations, (c) Accessory uses, (5), Pages 16-98 & 99 of the Town of Windsor Municipal Code] states that assuming approval of the designated uses by right (as within the preceding paragraphs) the following shall be permitted accessory uses: Accessory outdoor storage that is normally auxiliary to the principal industrial use of the property. The total square footage of accessory outdoor storage in the Limited Industrial I-L District shall not exceed sixty-five (65%) of the total square footage of the property, which shall be calculated as the combined total square footage of the footprint of all buildings, landscaping, paved parking and the drive areas on the property. Any such storage located adjacent to a public street shall utilize screen walls, earth berms, landscaping, opaque fencing and/or a combination thereof to completely screen the storage, and no such storage shall be visible above or between said methods of screening. (See cited Section of the Town of Windsor Municipal Code for accessory outdoor storage and semi-improved surface criteria.)

PROJECT SCOPE:

It is proposed that the subject property consist of a phased development to include enclosed storage facilities (mini-storage) and the outdoor (or partially covered) storage of recreational vehicles, boats and campers. No hazardous material storage is permitted within the storage units.

More specifically proposed Phase I will contain approximately 145 self-storage units and 50 to 75 RV/Boat/ Camper spaces, while future phases will convert RV/Boat/Camper spaces to storage spaces. And predicated on the size and configuration of the lot, the maximum number of potential storage units could be approximately 350 to 400, depending on the actual unit mix and sizes of the individual units.

TOWN OF WINDSOR REZONING PROCESS:

The Town of Windsor, "Checklist for Rezoning Application" accompanies this formal case submittal and as such that information is not being repeated herein but is included by reference.

OTHER APPLIABLE TOWN OF WINDSOR CRITERIA:

One of the major Goals associated with Commercial and Industrial Development (as identified within the Comprehensive Plan) is to provide a safe, aesthetically appealing and healthy environment which does not have adverse impacts on the surrounding area. Please be aware that the proposed facility will utilize a network of security

cameras that record the on-site activities for security and safety. Additionally, the architectural treatment and overall design of the proposed facility will mimic that which already exists across the street within the existing "Windsor Commons Self Storage" facility that will help provide an aesthetically pleasing development. Further the previously described storage uses, installation of an approximate six foot high decorative fence around the property perimeter and the installation of site landscaping will help mitigate any adverse impacts on the surrounding area. And regarding the later, landscaping plant materials will both emphasize those that are indigenous to the area as well as be drought tolerant and the use of turf will be minimized as a water conservation measure.

While the placement of structures was contemplated along the southern edge of the property (along the common boundary with the existing Child Enrichment Center) decorative wrought iron fencing was ultimately selected in order to both tie this project to the existing "Windsor Commons Self Storage" (situated west and across the street). Additionally structure placement in that location would obstruct the solar gain on site contributing to snow and ice build-up potentially creating an unsafe environment. Since the RV/boat/camper storage will require visual screening, the placement of structures will be utilized in conjunction with site landscaping to best achieve the screening objective. At that the Applicant has indicated a desire to work with Planning Staff specific to site screening and will comply with Article XXI of the Windsor Municipal Code.

It appears that the subject property is situated outside of the Comprehensive Plan radius applicable to the Town's Growth Management Area, East Side Subarea Plan, so these standards do *not* apply.

EXISTING SITE CHARACTERISTICS / VEHICLE ACCESS:

The subject site as contained within the existing Plat of Lot 3 Windsor Commons, Second Filing may generally be characterized as being irregular in shape albeit predominately containing straight property lines excepting along the north line where the lot line follows a gentle sweeping curve. The property may be further described as being relatively flat, non-irrigated land covered with native grasses interspersed with weeds. No large trees or other significant vegetation was observed on site. Two local roadways, Automation and Commons Drives (both being Public Roadways) border the subject site to the west thereby providing easy access from both State Highway 257 (situated further west) and Eastman Park Drive (situated to the south).

An existing Waterline Easement (Recorded at Reception Number: 3124462, recorded on 11.6.2003) also traverses the site from north to south along the properties western edge. A copy of this Easement accompanies this Rezoning submittal. Obviously, no structures are being proposed within this area.

WATER / SEWER / STORMWATER DRAINAGE:

The water supply, wastewater services and stormwater drainage as provided by the Town of Windsor serve this site. However since these structures will be unoccupied and contain only dry storage, no water or sewer services are needed except for a possible restroom and as needed for the irrigation of site landscaping (that will be designed and installed as consist with existing requirements).

Additionally the existing Plat of Windsor Commons Subdivision, Second Filing (Recorded at Reception Number: 2911019, recorded 12.20.2001 with the Weld County Clerk & Recorder) also depicts an existing Drainage Easement situated within the southern portion of the Plat, situated along the Eastman Park Drive northerly right-of-way line and east of Automation Drive. Stormwater generated from impervious areas within the development will be diverted to this forty (40') foot Drainage Easement dedicated in conjunction with the referenced Plat document.

FIRE / EMERGENCY SERVICES:

The Windsor-Severance Fire Protection District will provide emergency services to the subject property that is situated inside the Town limits. Obviously access to this secured, limited access property will be provided as consistent with that required by District personnel. It is suspected that this entity will be provided with an outside Referral packet and we look forward to answering any additional questions that District personnel may have.

CONCLUSION:

Speaking also for the Authorized Representative, we look forward to working with you and your Staff on this very promising project. Should I have forgotten anything that you require, or should you simply wish to discuss this project in further detail, feel free to contact me using any of the information as contained within the footer of this letterhead.

Sincerely



Michael J. Kortendick, A.I.C.P.

Enclosures:

Refer to the Completed "Checklist for Rezoning Application"

September 12, 2013

Town of Windsor Planning Department
ATTN.: Mr. Josh Olhava, Associate Planner
301 Walnut Street
Windsor, CO 80550

RE: Community Meeting Notes Associated with the Rezoning for Lot 3, Windsor Commons Subdivision, Second Filing

Dear Josh:

As you are aware, I hosted the requisite Community Meeting associated with the above referenced project on Tuesday, August 15, 2013 at 6:00PM at the Windsor Community Recreation Center (Oak Room) 250 North 11th Street Windsor, CO 80550. Please find a copy of the Meeting Sign In Sheet, as attached.

And while the meeting was lightly attended the following discussion items, inquiries, concerns and/or issues raised by the meeting attendees are as follows:

- Inquiry and discussion about neighboring land uses.
- Project location / access
- Security / existing caretaker location
- Town process (Josh)
- Anticipated hearing dates (Josh)

Again, there did not appear to be much, if any controversy or dissention about the proposed land use and accompanying rezoning from General Commercial (G-C) to Limited Industrial (I-L) to accommodate the sought enclosed storage facility and accessory outdoor (RV/Boat/ Camper) storage.

Please let me know if you require anything additional in conjunction with this aspect of the project. And speaking also for both the Owner and future owner, we collectively thank you for all of your expertise and assistance with the processing of this project

Sincerely,

Michael J. Kortendick, A.I.C.P.

Enclosures:

Refer to the Completed "Checklist for Rezoning Application"

WINDSOR COMMONS SUBDIVISION SECOND FILING, LOT 3 REZONING

Lot 3, Windsor Commons Subdivision Second Filing And A Portion Of Automation Drive,
 Located In The Southwest Quarter Of Section 22, Township 6 North, Range 67 West Of The 6th P.M.,
 Town Of Windsor, County Of Weld, State Of Colorado

DATE: 6/11/2013
 FILE NAME: 2013329
 SCALE: 1"=50'
 DRAWN BY: CSK
 CHECKED BY: LSP

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-two (22), 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 Three (3), Windsor Commons Subdivision Second Filing recorded December 20, 2001 as Reception No. 2911019 of the records of Weld County Recorder, and a portion of Automation Drive Right of Way, located in the Southwest Quarter of Section Twenty-two (22), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Windsor, County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 3 and assuming the South line of said Lot 3 as bearing South 89°25'07" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, with all other bearings contained herein relative thereto;

THENCE South 89°25'07" West along the South line of said Lot 3 a distance of 307.83 feet to the centerline of Automation Drive;

THENCE along the centerline of Automation Drive the following Two (2) courses:

THENCE North 00°13'14" West a distance of 376.40 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 148.10 feet, having a Radius of 497.65 feet, a Delta of 17°03'05" and a Long Chord that bears North 08°18'18" East a distance of 147.56 feet to the Westerly prolongation of the Northerly line of said Lot 3;

THENCE along the Northerly and Easterly lines of said Lot 3 the following Six (6) courses:

THENCE South 69°01'38" East along a line being non-tangent to the aforesaid curve a distance of 217.30 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 91.59 feet, having a Radius of 265.00 feet, a Delta of 19°48'06" and a Long Chord that bears South 78°55'42" East a distance of 91.13 feet to a Point of Tangency;

THENCE South 88°49'46" East a distance of 134.97 feet;

THENCE South 00°13'14" East a distance of 262.09 feet;

THENCE North 89°25'55" West a distance of 140.91 feet;

THENCE South 00°11'56" East a distance of 160.56 feet to the POINT OF BEGINNING;

Said described parcel of land contains 181,048 Square Feet or 4.156 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 rezoned as indicated on this plat. The within rezoning plat is submitted in accordance with the Windsor Municipal Code. It is hereby acknowledged that all construction, use and development of this property will be in strict accordance with this rezoning plat. It is further acknowledged that deviation from this rezoning plat without the express written consent of the Town of Windsor may result in revocation of the Town's approval of the rezoning plat, denial of building permits, refusal to issue certificates of occupancy, injunctive relief prohibiting use of the property and other remedies available to the Town under the Windsor Municipal Code and other applicable laws of the State of Colorado. Know all men by these presents that the undersigned have caused said land to be laid out and rezoned under the name of WINDSOR COMMONS SUBDIVISION SECOND FILING, LOT 3 REZONING.

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

By: _____ As: _____

NOTARIAL CERTIFICATE

STATE OF _____)
 COUNTY OF _____)

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

My commission expires _____ (SEAL)
 Notary Public

MAYOR'S CERTIFICATE

This is to certify that a rezoning 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, hereby acknowledges and adopts the said rezoning map upon which this certificate is endorsed for all purposes indicated thereon.

ATTEST: _____
 Mayor Town Clerk

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

PLANNING DEPARTMENT APPROVAL

Approved this the _____ day of _____, 20____.

Director of Planning

TOWN MANAGER'S APPROVAL

Approved this the _____ day of _____, 20____.

Town Manager

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 South line of Lot 3, Windsor Commons Subdivision Second Filing, as bearing South 89°25'07" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, 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.)

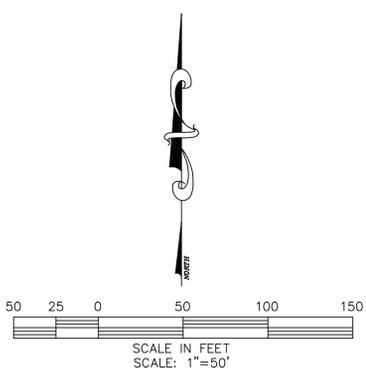
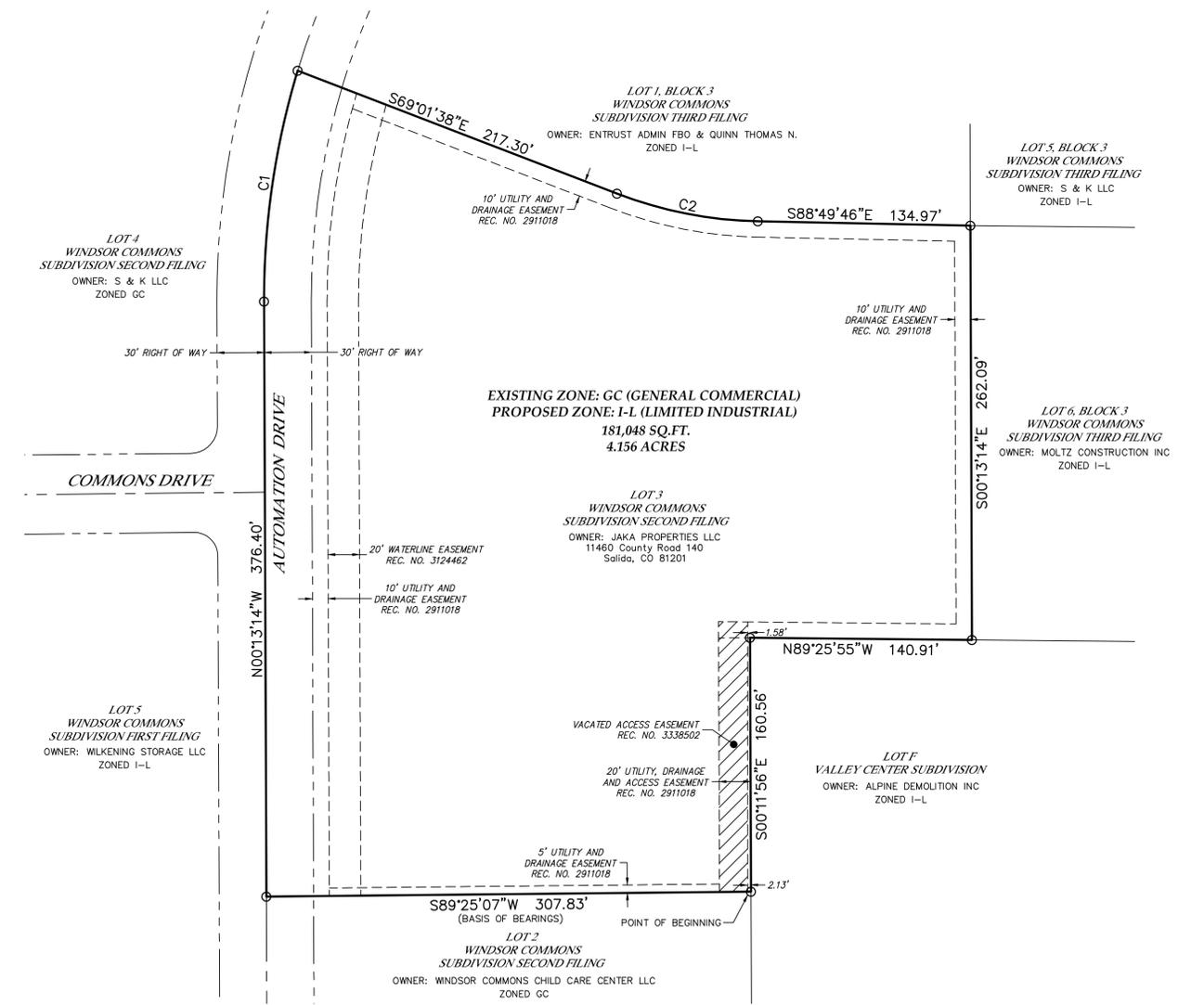
TITLE COMMITMENT NOTE

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 01330-24967-Amended No. C2, dated April 26, 2013 as prepared by Stewart Title Guarantee Company to delineate the aforesaid information.

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. Pepok-On Behalf Of King Surveyors Inc.
 Colorado Registered Professional
 Land Surveyor #33642

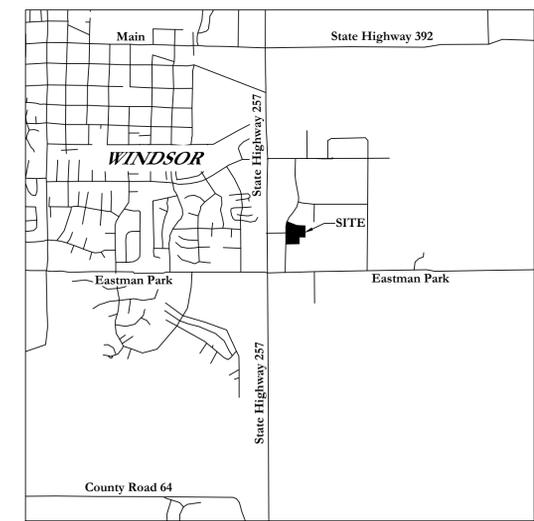


LEGEND

- EASEMENT
- - - SECTION LINE
- - - RIGHT-OF-WAY
- PROPERTY LINE
- CALCULATED POSITION

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	148.10'	497.65'	17°03'05"	147.56'	N08°18'18"E
C2	91.59'	265.00'	19°48'06"	91.13'	S78°55'42"E



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

REVISIONS:

DATE:	REVISIONS:
7-31-13	Town of Windsor comments

Windsor Commons Subdivision Second Filing
 Lot 3 Rezoning
 FOR
 WINDSOR COMMONS SELF STORAGE
 1172 AUTOMATION DRIVE, WINDSOR, CO 80550

PROJECT #: 2013329

CONDITIONAL AGREEMENT FOR LAND USE LIMITATIONS

THIS AGREEMENT FOR LAND USE LIMITATIONS (“Agreement”) is dated August 21, 2013, and is between JAKA PROPERTIES, LLC, a Colorado limited liability company (“Owner”), and THE TOWN OF WINDSOR, a Colorado home rule municipality (“Town”).

RECITALS:

WHEREAS, the Owner is the owner of a parcel of land located within the Town’s corporate limits, legally-described as Lot 3, Windsor Commons Subdivision, Second Filing (“Property”); and

WHEREAS, the Property currently lies within the “General Commercial GC” zoning district, as defined under Chapter 16 of the *Windsor Municipal Code* (“Zoning Code”); and

WHEREAS, the Zoning Code does not permit enclosed storage facilities, or parking and service areas, or accessory outdoor storage within the General Commercial GC zoning district; and

WHEREAS, Owner desires to sell or lease the Property to a third party (“Third Party”) who is engaged in the self-storage unit business, and who at present is operating a self-storage unit business on nearby property within the Town’s Limited Industrial IL zoning district; and

WHEREAS, enclosed storage facilities are listed as uses by right under the Zoning Code’s provisions applicable to the Limited Industrial IL zoning district; and

WHEREAS, Owner proposes to re-zone the Property from General Commercial GC to Limited Industrial IL, in order that a self-storage unit facility may do business on the Property, operated by the Third Party; and

WHEREAS, Owner has represented to the Town that Owner’s primary purpose in seeking re-zoning of the Property is to allow the Third Party to engage in the self-storage unit business within the Property; and

WHEREAS, Owner acknowledges that immediately to the south of the Property is an established child care and educational facility, which Town staff believes will be negatively impacted by industrial use of the Property other than self-storage units and accessory outdoor storage; and

WHEREAS, Owner acknowledges that re-zoning of the property is within the authority of the Windsor Town Board pursuant to the requirements of the Zoning Code; and

WHEREAS, Owner acknowledges that the determination of a re-zoning application is in each case dependent upon evidence presented to the Town Board during a public hearing in a quasi-judicial setting, including staff recommendations; and



WHEREAS, Owner acknowledges that the outcome of any re-zoning application cannot be pre-determined by contract or otherwise, and that there is no guarantee that Owner's re-zoning application will be approved by the Windsor Town Board; and

WHEREAS, the parties nonetheless wish to enter into this Agreement, in the event that a re-zoning of the Property from its current zoning designation to Limited Industrial IL is approved by the Windsor Town Board; and

WHEREAS, the parties desire to place certain limitations on the use of the Property, but only in the event that Owner's re-zoning application is approved by the Windsor Town Board.

NOW, THEREFORE, the parties agree as follows:

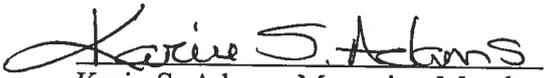
1. The foregoing recitals are affirmed as true, and incorporated into the body of this Agreement as if set forth full herein.
2. Nothing herein shall be deemed an agreement to re-zone the Property, it being acknowledged that the determination of Owner's Land Use Application dated May 28, 2013, is entirely within the authority of the Windsor Town Board.
3. The terms of this Agreement shall only become effective upon final approval by the Windsor Town Board of Owner's Land Use Application Form dated May 28, 2013. Specifically, this Agreement shall take effect at such time as the Property is re-zoned from General Commercial GC to Limited Industrial IL. In the event the re-zoning requested in the May 28, 2013 Land Use Application is denied and no judicial appeal by Owner follows, the within Agreement shall be null, void and of no effect. In the event of a successful judicial appeal by Owner, the terms of this Agreement shall remain in full force and effect.
4. Upon re-zoning to Limited Industrial IL, the Property shall be used exclusively for storage of tangible personal property in accordance with the applicable provisions of the Zoning Code and site planning documents approved by the Town.
5. Except as specifically provided in Section 4 above, no uses of the Property, even if otherwise permitted under the Zoning Code as uses by right or accessory uses in the Limited Industrial IL zoning district, shall take place on the Property. Owner specifically accepts this limitation on use of the Property, recognizing that there is no guarantee that the Windsor Town Board will approve its Land Use Application dated May 28, 2013.
6. The limitations on use of the Property as set forth in Sections 4 and 5 above may be modified or extinguished if Lot 2, Windsor Commons Subdivision, Fourth Filing ("1215 Automation Drive") ceases to be used as an educational facility or recreational facility or child care facility. In the event none of these uses are taking place at 1215 Automation Drive, use of the Property shall be restricted only by the provisions of the

Windsor Municipal Code generally applicable to property within the Town's Limited Industrial IL zoning district.

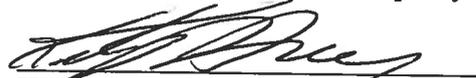
7. This Agreement shall be deemed a covenant running with the land, binding on its signatories, their heirs, successors and assigns, and all persons claiming under them. Either party may record this Agreement in the books and records of the Weld County Clerk and Recorder's Office.
8. This Agreement may not be amended or modified unless in writing, and approved by the Windsor Town Board.
9. This Agreement shall inure only to the benefit of its signatories. There are no third party beneficiaries of this Agreement.
10. This Agreement shall be construed in accordance with the laws of the State of Colorado. Any litigation regarding its interpretation or enforcement shall be brought exclusively in the state courts of Colorado sitting in Weld County.
11. In addition to any other remedies provided by law, the Town shall have the right to seek injunctive relief in the event of a breach of this Agreement by Owner. Should the Town be required to bring legal proceedings to enforce or interpret this Agreement, Owner will pay all reasonable legal fees, expert witness fees and court costs incurred by the Town in so doing.

WHEREFORE, the parties have executed this Agreement on the date first set forth above.

JAKA PROPERTIES, LLC,
a Colorado limited liability company


Karin S. Adams, Managing Member

TOWN OF WINDSOR, COLORADO,
a Colorado home rule municipality


Kelly Arnold, Town Manager



REZONING REQUEST
WINDSOR COMMONS SUBDIVISION
SECOND FILING, LOT 3

1101 AUTOMATION DRIVE

Josh Olhava, Associate Planner
September 23, 2013

Town Board

Item C.6.C.7



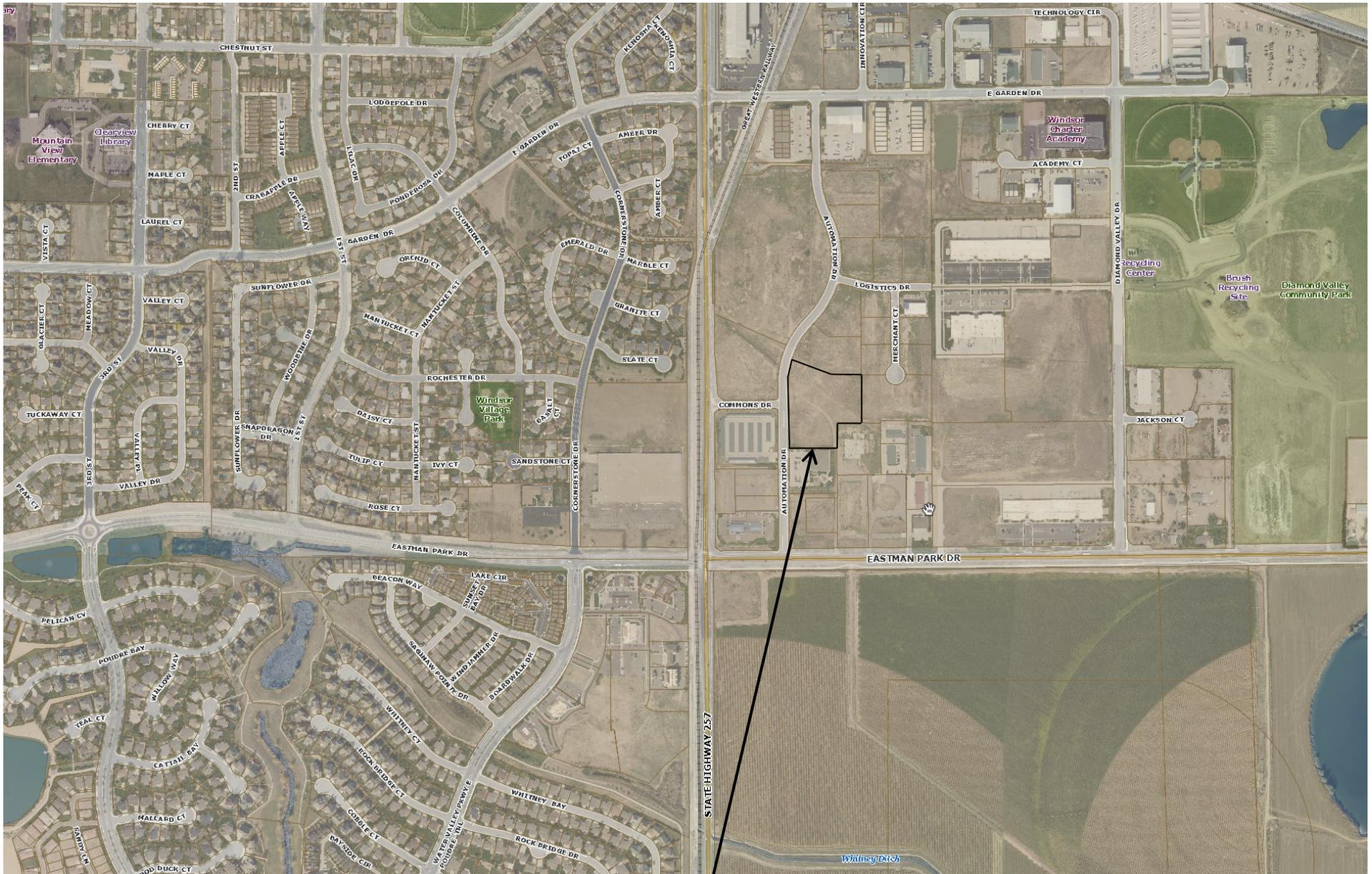
REZONING REQUEST

Article V of Chapter 16 of the Municipal Code outlines the Amendment procedures to established zoning districts:

Sec. 16-5-20. Rezoning Applications

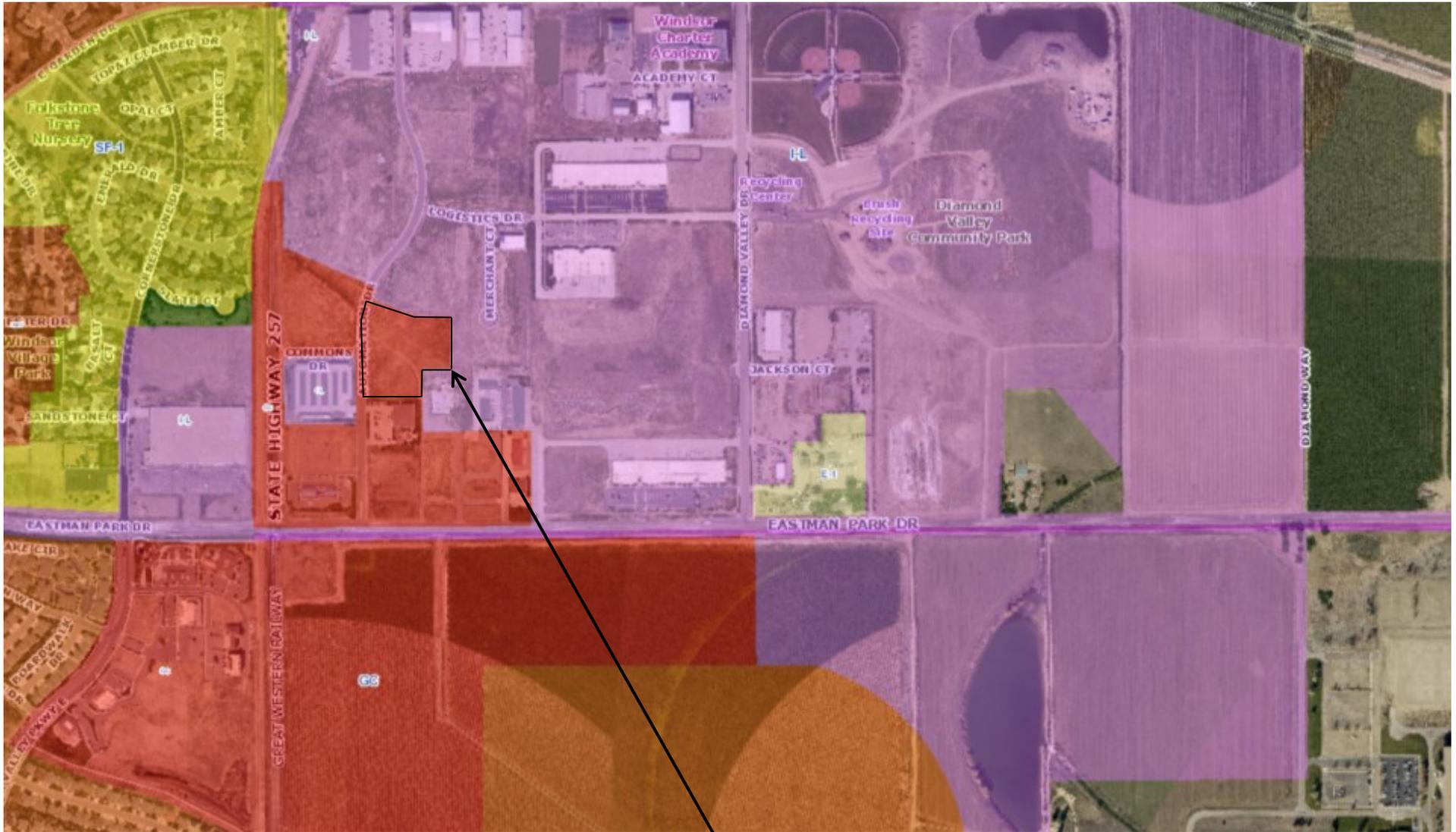
“(a) Purpose. The purpose of this Section is to provide a procedure for changing the existing zone classification of a parcel of land within the Town.”

SITE VICINITY MAP



Site Location

SITE PROXIMITY ZONING MAP



Site Location – Currently Zoned General Commercial (GC),
Proposed for Limited Industrial (I-L)



REZONING PLAT

WINDSOR COMMONS SUBDIVISION SECOND FILING, LOT 3 REZONING

Lot 3, Windsor Commons Subdivision Second Filing And A Portion Of Automation Drive,
 Located In The Southwest Quarter Of Section 22, Township 6 North, Range 67 West Of The 6th P.M.,
 Town Of Windsor, 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-two (22), 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 Three (3), Windsor Commons Subdivision Second Filing recorded December 20, 2001 as Reception No. 281018 of the records of Weld County Recorder, and a portion of Automation Drive Right of Way, located in the Southwest Quarter of Section Twenty-two (22), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Windsor, County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 3 and assuming the South line of said Lot 3 as bearing South 89°25'07" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, with all other bearings contained herein relative thereto;

THENCE South 89°25'07" West along the South line of said Lot 3 a distance of 307.83 feet to the centerline of Automation Drive;

Thence along the centerline of Automation Drive the following two (2) courses:

THENCE North 07°31'4" West a distance of 376.40 feet to a Point of Curvature;
 THENCE along the arc of a curve concave to the Southeast a distance of 148.10 feet, having a Radius of 497.65 feet, a Delta of 17°03'05" and a Long Chord that bears North 08°18'18" East a distance of 147.56 feet to the Western prolongation of the Northern line of said Lot 3.

Thence along the Northern and Eastern lines of said Lot 3 the following Six (6) courses:

THENCE South 69°03'38" East along a line being non-tangent to the aforesaid curve a distance of 217.20 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 91.59 feet, having a Radius of 285.00 feet, a Delta of 19°48'06" and a Long Chord that bears South 79°50'42" East a distance of 91.13 feet to a Point of Tangency;

THENCE South 89°48'48" East a distance of 134.97 feet;

THENCE South 07°31'4" East a distance of 262.09 feet;

THENCE North 89°25'07" West a distance of 140.91 feet;

THENCE South 07°15'6" East a distance of 160.56 feet to the POINT OF BEGINNING.

Said described parcel of land contains 181,048 Square Feet or 4.156 Acres, more or less (4).

ACKNOWLEDGEMENT OF OWNERSHIP INTEREST

Know all men by these presents that the undersigned, being all the owners, lienholders, and holders of any ownership interest as defined by the Town of Windsor, of the land described herein, have caused such land to be rezoned as indicated on this plat. The within rezoning plat is submitted in accordance with the Windsor Municipal Code. It is hereby acknowledged that all construction, use and development of this property will be in strict accordance with this rezoning plat. It is further acknowledged that deviation from this rezoning plat without the express written consent of the Town of Windsor may result in revocation of the Town's approval of the rezoning plat, denial of building permits, refusal to issue certificates of occupancy, injunctive relief prohibiting use of the property and other remedies available to the Town under the Windsor Municipal Code and other applicable laws of the State of Colorado. Know all men by these presents that the undersigned have caused said land to be laid out and rezoned under the name of WINDSOR COMMONS SUBDIVISION SECOND FILING, LOT 3 REZONING.

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

By: _____ As: _____

NOTARIAL CERTIFICATE

STATE OF _____)
 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
 Mayor Planning Commission

PLANNING DEPARTMENT APPROVAL

Approved this the _____ day of _____, 20____.

Director of Planning

TOWN MANAGER'S APPROVAL

Approved this the _____ day of _____, 20____.

Town Manager

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 South line of Lot 3, Windsor Commons Subdivision Second Filing, as bearing South 89°25'07" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, 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 assessments of record. For all information regarding assessments, rights-of-way and title of records, King Surveyors Inc. filed upon Title Commitment Number 0133-2887-Amended No. C2, dated April 26, 2013 as prepared by Stewart Title Guarantee Company to delineate the aforesaid information.

SURVEYOR'S CERTIFICATE

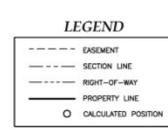
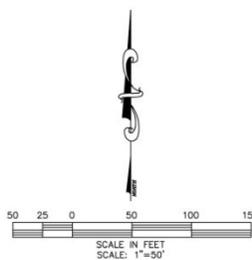
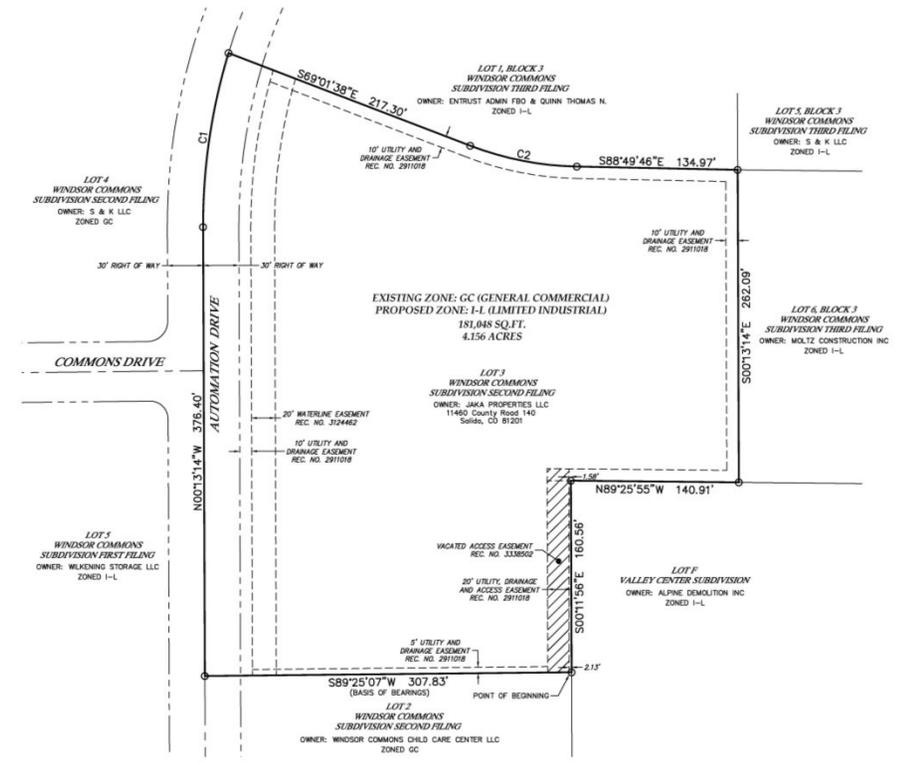
I certify that this plat accurately represents the results of a survey made by me or under my direct supervision.

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

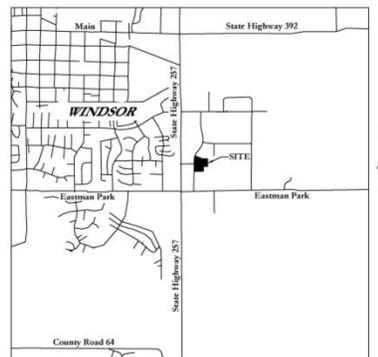
MAYOR'S CERTIFICATE

This is to certify that a rezoning 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, hereby acknowledges and adopts the said rezoning map upon which this certificate is endorsed for all purposes indicated thereon.

ATTEST: _____
 Mayor Town Clerk



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	148.10'	497.65'	17°03'05"	147.56'	N08°18'18"E
C2	91.59'	285.00'	19°48'06"	91.13'	S79°50'42"E





RECOMMENDATION

At their September 18, 2013 regular meeting, the Planning Commission forwarded a recommendation of approval of the Rezoning request to the Town Board, and staff concurs with this recommendation.



REZONING REQUEST

Staff requests that the following be entered into the record:

- Application and supplemental materials
- Staff memorandum and supporting documents
- Recommendation
- All testimony presented during the Public Hearing



MEMORANDUM

Date: September 23, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Brett Walker, Associate Planner
Subject: Public Hearing and Resolution No. 2013-54 approving a final major subdivision – Water Valley South Subdivision 15th Filing – Mr. Mark Foster, applicant/Trollco Inc., property owner
Location: On the northerly side of New Liberty Road, east and west of Seadrift Drive, north of Baybridge Drive
Item #s: C.8 & C.9

Background:

The applicant, Mr. Mark Foster, Water Valley Land Company, has submitted a major subdivision plat, known as Water Valley South Subdivision 15th Filing. The subdivision encompasses approximately 10.6 acres and is zoned Residential Mixed Use (RMU). A total of forty-five (45) single family residential lots and four (4) tracts are proposed. The single family residential lot sizes range from approximately 6,000 – 10,750 square feet.

The subject property was originally platted as an elementary school site to be dedicated to the school district; however, the district no longer plans to construct a school at this location. Therefore, the applicant has been working with the district to address all land dedication and/or cash-in-lieu requirements in accordance with the Town's intergovernmental agreement with the district and the conditions of approval require evidence that all requirements have been addressed to the district's satisfaction.

The applicant requested street design variances from the Town Engineer regarding street intersection spacing and centerline radius. On May 9, 2013, Dennis Wagner, Town Engineer, granted the requested street spacing and centerline radius variances.

The applicant held a Neighborhood Meeting on July 18, 2013 in accordance with Chapter 16, Article XXXI of the Municipal Code. There were approximately 20 local residents in attendance (based on the sign in sheet) that raised various concerns and questions. These concerns and questions included, but were not limited to topics on:

- Fencing regulations – would the fencing along the perimeter match existing fences in Water Valley?
- Covenant regulations – will this development have the same regulations as the rest of Water Valley?, and
- Traffic – Is a traffic light proposed for Crossroads Blvd/Hwy 257 intersection?

Notes from the July 18, 2013 Neighborhood Meeting are attached to this packet for the Planning Commission's information and reference.

At the September 18, 2013 Planning Commission meeting, Mr. Shawn Holmes, 1980 Cataluna Drive, made comments during the public hearing. Mr. Holmes was concerned with Calatuna Drive

changing from a dead-end street into a through-street, thought the proposed lot sizes were too small, and had concerns about traffic volumes and safety at the intersection of Crossroads Blvd. and State Hwy 257. The Town also received an email from Mr. Jerry D. Winters, 1890 Seadrift Drive, concerning on-street parking on Seadrift Drive. I have attached Mr. Winters email to this memo.

Conformance with Comprehensive Plan: The application is consistent with the following Socioeconomic Conditions and Housing goals and policies of the Comprehensive Plan:

Goals:

1. *Promote an adequate supply and variety of safe and economically achievable housing products to meet the current and future needs of the community.*

Policies:

3. *Encourage the development of housing environments which are sensitive to noise, traffic and established public facilities, and which will complement the area's terrain, vegetation and other natural resources.*

The application is consistent with the following Overall Land Use goals and policies of the Comprehensive Plan:

Goals:

1. *Promote the development of Windsor in an orderly manner that will provide a well-balanced land use pattern which will provide for the efficient and effective ongoing extension of public services and facilities.*

Policies:

1. *Growth will be directed to areas within the Town of Windsor's GMA. This growth will occur in accordance with the land use depiction, and the growth management guidelines of the Town's Comprehensive Plan.*

The application is consistent with the following Residential Land Use goals and policies of the Comprehensive Plan:

Goals:

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

Policies:

4. *All future growth should occur in accordance with directs set forth in the Land Use Plan. Emphasis should be placed on promoting residential developments in vacant and underutilized areas which are either already annexed or are contiguous to the existing corporate limits and are easily served with public utilities.*

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

Notification: The following notifications were

Notifications for this meeting and the September 23, 2013 Town Board hearing are as follows:

September 3, 2013– Affidavit of Mailing to property owners within 300 feet

Water Valley South Subdivision, 15th Filing – Public Hearing and Resolution approving the Final Major Subdivision

TB memo 09-23-2013

September 6, 2013 – Legal notice published in the Windsor Beacon.

September 2, 2013 – Public Hearing signs posted at site.

August 29, 2013 – Legal notice published on the Town's website.

Recommendation: At the September 18, 2013 Planning Commission meeting, the Planning Commission recommended that the Town Board approve Resolution No. 2013-54 approving the final major subdivision as presented, and staff concurs with the Planning Commission, subject to the following conditions of approval:

1. Prior to recordation of the plat, the applicant shall submit a revised subdivision submittal package addressing all Town and referral agency comments.
2. Prior to recordation of the plat, the applicant shall submit written evidence that all land dedication and/or cash-in-lieu requirements in accordance with Division 1 of Chapter 17, Article XIV of the Windsor Municipal Code have been addressed to the school district's satisfaction.

Enclosures: Resolution No. 2013-54
Application materials
Neighborhood meeting letter and notes
Staff presentation
Surrounding Property Owner Letter; Jerry Winters, 1890 Seadrift Drive

Pc: Mark Foster, Water Valley Land Company, applicant
Pat McMeekin, Water Valley Land Company, applicant
John Meyers, PE, TST, applicant's representative
Stephanie Watson, Assistant Superintendent of Business Services
Weld RE-4 School District

TOWN OF WINDSOR

RESOLUTION NO. 2013-54

A RESOLUTION OF THE WINDSOR TOWN BOARD APPROVING THE FINAL PLAT FOR THE WATER VALLEY SOUTH SUBDIVISION 15TH FILING WITHIN THE TOWN OF WINDSOR, COLORADO

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

WHEREAS, the Town has in place a comprehensive system of land use regulation, the purpose of which is the protection of the public health, safety and welfare; and

WHEREAS, the Water Valley South Subdivision 15th Filing (“Subdivision”) proposes to subdivide land located within the Town; and

WHEREAS, the owner/developer of the Subdivision has presented the Town with the attached Water Valley South Subdivision 15th Filing Plat (“Subdivision Plat”), which Subdivision Plat is incorporated herein by this reference as if set forth fully, and designated “Exhibit A”; and

WHEREAS, the proposed Subdivision Plat has been presented to the Windsor Planning Commission, and has received a written recommendation for approval by the Town Board; and

WHEREAS, the proposed Subdivision Plat has been the subject of a public hearing and has been reviewed by the Town Board in accordance with applicable planning criteria.

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

1. Pursuant to *Windsor Municipal Code* Section 17-4-20 (e), the attached Subdivision Plat for the Water Valley South Subdivision 15th Filing, is hereby approved.
2. The owner/developer is hereby instructed to comply with all post-approval requirements of Chapter 17, Article IV of the *Windsor Municipal Code* within thirty (30) days.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 23rd day of September, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

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 (Code). The Town of Windsor Planning Department reserves the right to refuse to accept incomplete submittals. Please see the 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*: Water Valley South Subdivision 15th Filing

LEGAL DESCRIPTION*: Tract T, Water Valley South

PROPERTY ADDRESS (if available): _____

PROPERTY OWNER (APPLICANT):
Owner's Name(s)*: <u>Trollco, Inc</u>
Company: _____
Address*: <u>1625 Pelican Lakes Point, Suite #201 Windsor, CO 80550</u>
Primary Phone #: <u>970-686-5828</u> Secondary Phone #: _____
Fax #: <u>970-686-2768</u> E-Mail*: <u>M.Foster@WaterValley.com</u>

OWNER'S AUTHORIZED REPRESENTATIVE:
Representative's Name: <u>Mark Foster</u>
Company: <u>Trollco, Inc. / Water Valley</u>
Address: _____
Primary Phone #: <u>970-219-7029</u> Secondary Phone #: _____
Fax #: _____ E-Mail: <u>M.Foster@WaterValley.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.

Signature: Owner or Owner's Authorized Representative** _____ Date _____

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

TOWN OF WINDSOR PLANNING DEPARTMENT

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

For office use only:
Project ID No.

GENERAL APPLICATION OVERVIEW FORM

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

EXISTING ZONING: RMU	PROPOSED ZONING: RMU
TOTAL ACREAGE: 10.65	
TOTAL # OF PROPOSED LOTS: 45	
AVERAGE LOT SIZE: 7,305	
MINIMUM LOT SIZE: 5,785	
TOTAL # OF PROPOSED PHASES: N/A	
ACREAGE PER PHASE: N/A	
LOTS PER PHASE: N/A	
PARKLAND (sq. ft. & acreages): 37,392, 0.86 acres	
PARKLAND (public or private): Private	
IRRIGATION WATER (potable or non-potable): Non-Potable	

UTILITIES TO BE PROVIDED BY:
WATER: Town of Windsor
SEWER: Town of Windsor
GAS: Xcel Energy, Atmos Energy
ELECTRIC: Poudre Valley REA
PHONE: Comcast, 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):
PRIVATE STREETS (break down by classification/width):
TOTAL STREETS (break down by classification/width):
WATER LINES (break down by line sizes):
SEWER LINES (break down by line sizes):
CURB:
GUTTER:
SIDEWALK:
OPEN SPACE (not to include detention areas) in sq ft & acres:
TRAIL EASEMENTS (break down by width):
Developed trail (break down by width, depth & material):
Undeveloped trail (break down by width, depth & material):

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

Water Valley South 15th Filing Neighborhood Meeting; Thursday, July 18, 2013; 6:00 P.M.

Q. Will there be fencing along the perimeter (along Seadrift)? Will any proposed fencing match existing fencing throughout Water Valley?

A. Existing fence regulations in Water Valley South will be applicable to this development. It will be up to the individual homeowner to install fencing.

Q. How many lots? Why are the lots so small?

A. 45. Lots are small due to the economics of the site. Lots meet the minimum size required by the Town.

Q. Will this development have the same covenants as the rest of Water Valley?

A. Yes.

Q. Will there be an additional park or playground associated with this development?

A. There will not be any additional parks or playgrounds that are not shown on the Water Valley Master Plan.

Q. Will a traffic light be installed at Crossroads/Hwy 257?

A. That is up to CDOT. Water Valley would like to see a light installed at the intersection, but ultimately, CDOT would make that decision.

Q. When will this be built?

A. It may not be built this year, but will likely be built next year.

Q. Will this development have the same parking covenants as the rest of Water Valley?

A. Yes.



May 9, 2013

Ryan Banning
TST Inc., Consulting Engineers
760 Whalers Way
Bldg. C, Suite 200
Fort Collins, CO 80525

Re: Tract T – Water Valley South – street centerline radius variance

Dear Ryan,

This is in response to your request for a variance of Windsor's criteria for local street centerline radius in the above referenced project. Tract T, being an infill parcel, poses unique challenges for lot and street layout and no significant negative condition has been identified, therefore the variance is approved.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Dennis Wagner". The signature is fluid and cursive, with a long, sweeping underline.

Dennis Wagner, P.E.
Director of Engineering



April 26, 2013

Mr. Dennis Wagner
Town of Windsor
Engineering Department
301 Walnut Street
Windsor, CO 80550

*Re: Tract T – Water Valley South – Centerline Radius Variance
Project No. 0732.0317.00*

Dear Mr. Wagner,

On behalf of TROLLCO, INC., TST respectfully requests a variance to the required minimum centerline radius for local residential roads as shown on the attached Exhibit A. This condition will occur at two different locations within the proposed subdivision, at the intersection of street A and B as well as the intersection of street B and C as shown on Exhibit A.

The specific modification that we are proposing is to allow a turn within local residential roads between 60 degrees and 90 degrees by applying the attached figure 7-24 from the Larimer County Urban Area Street Standards. This modification would apply to any turn, of said roadway type, not meeting the minimum centerline radius requirements of Table 1.07.3 of the Town of Windsor Standards.

Vertical Design of the proposed turns would meet the Town of Windsor requirements for eyebrow minimum flowline grade of 0.7%. The inner curve would be designed according to the curb return requirement for intersections.

Tract T is an infill site located between three developed roadways and an existing park parcel. We feel that this is a necessary modification in order to develop this site as planned single family lots due to the nature and orientation of the site with the existing subdivision. The orientation of the existing streets makes continuation of the internal streets according to the standards impossible while maintaining an efficient and developable use of land.

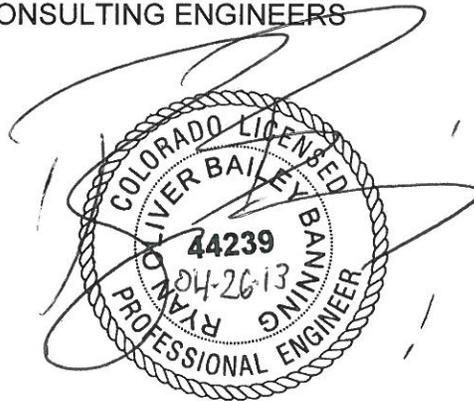


TST, Inc. anticipates no hardship to the Town due to this modification. This variance will not impact construction or maintenance costs for the City. There is also no perceived or anticipate risk to the health and safety of the public due to this variance from the design criteria. The change is anticipated to increase pedestrian safety by reducing traffic speeds through the subdivision and minimizing cut through traffic in the developed Tract T.

Please feel free to contact me with any questions or to discuss this request further.

Sincerely,

TST, INC. CONSULTING ENGINEERS



Ryan O. Banning P.E.

ROB



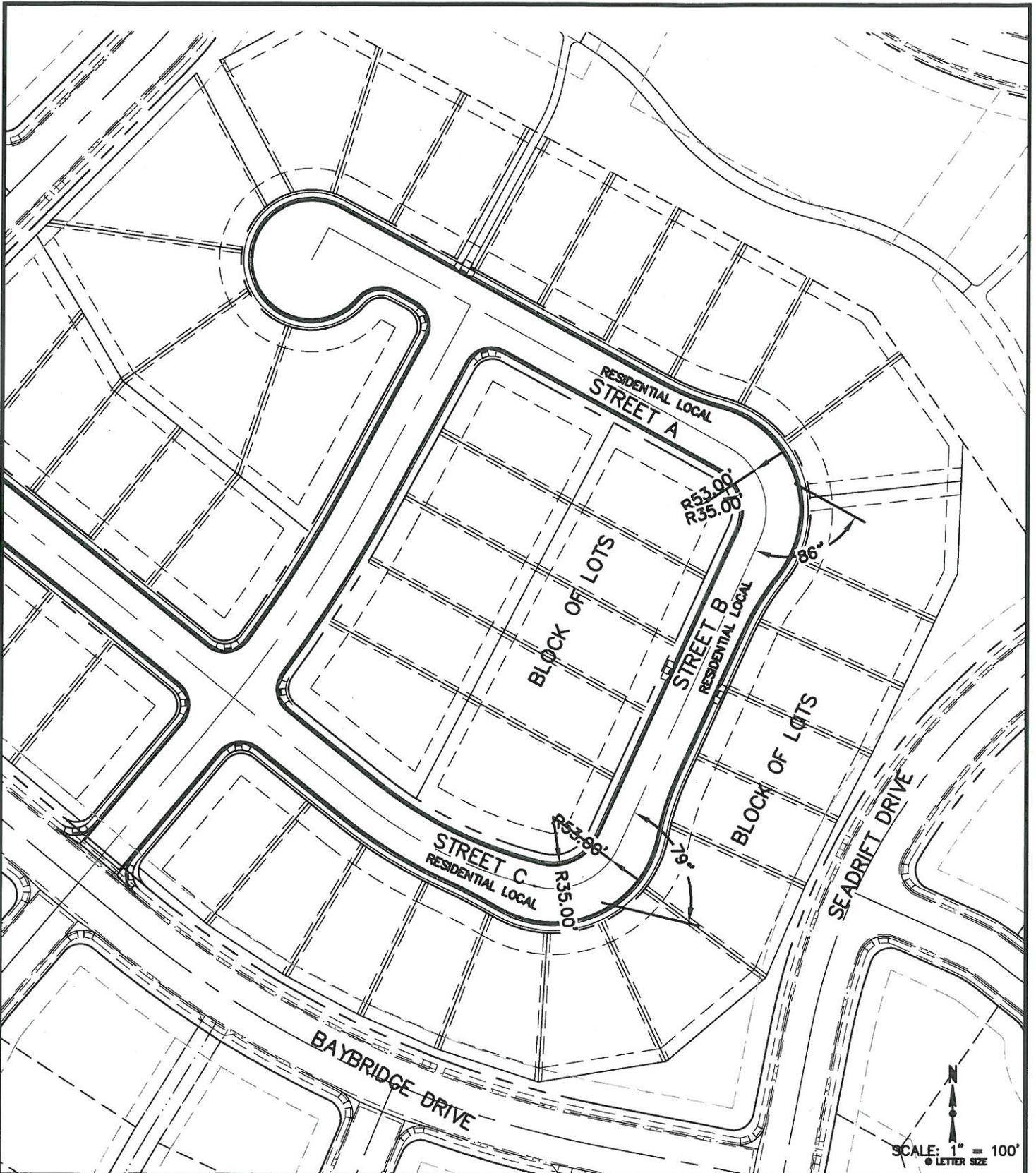


EXHIBIT A

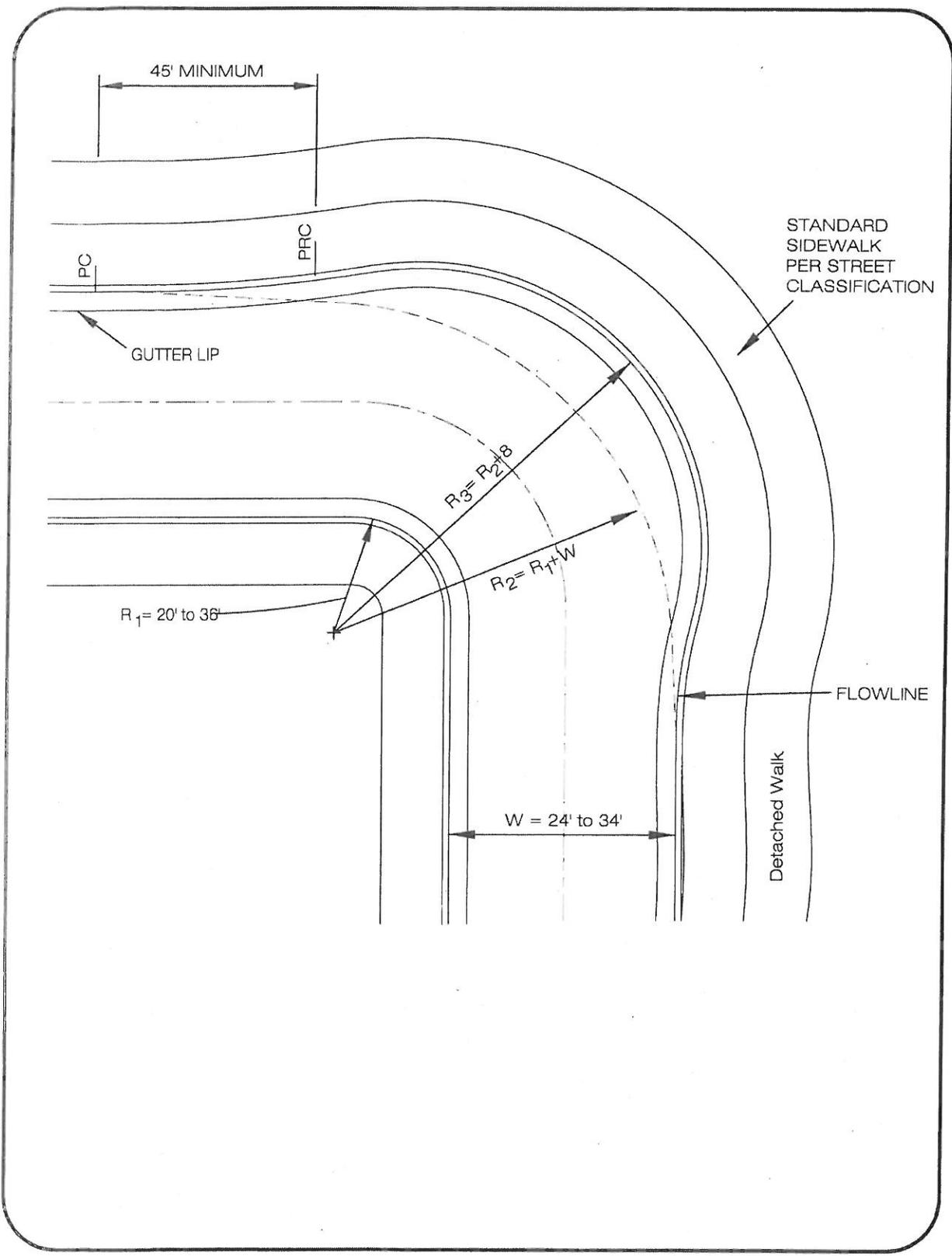
CORNER VARIANCE

WATER VALLEY SOUTH
 VARIANCE EXHIBIT FOR
 INTERSECTION OF TWO NON
 CONNECTED STREETS AT
 BUMPOUT

**WATER VALLEY TRACT T
 CENTERLINE RADIUS VARIANCE EXHIBIT
 WIDSOR, COLORADO**



780 Whalers Way
 Building C, Suite 200
 Fort Collins, Colorado
 Phone: 970.226.0557
 Fax: 970.226.0204
 Job no. 1089.0001.00
 Filename: K:\732\317.00\05
 DRAWINGS\EXHIBITS\VARIANCE
 EXHIBIT.DWG



WIDENING DETAIL FOR STREET TURNS $>60^\circ$ (LOCAL STREETS ONLY)

LARIMER COUNTY URBAN AREA STREET STANDARDS	DESIGN FIGURE	REVISION NO: 2	FIGURE
		DATE: 04/01/07	7-24



May 9, 2013

Ryan Banning
TST Inc., Consulting Engineers
760 Whalers Way
Bldg. C, Suite 200
Fort Collins, CO 80525

Re: Tract T – Water Valley South – street intersection spacing variance

Dear Ryan,

This is in response to your request for a variance of Windsor's criteria for distance between street intersections in the above referenced project. Tract T, being an infill parcel, poses unique challenges for lot and street layout and no significant negative condition has been identified, therefore the variance is approved.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Dennis Wagner".

Dennis Wagner, P.E.
Director of Engineering



April 26, 2013

Mr. Dennis Wagner
Town of Windsor
Engineering Department
301 Walnut Street
Windsor, CO 80550

*Re: Tract T – Water Valley South – Intersection Spacing Variance Request
Project No. 0732.0317.00*

Dear Mr. Wagner,

On behalf of TROLLCO, INC., TST respectfully requests a variance to the required minimum intersection spacing according to Table 1.07.3 of the Town of Windsor standards as shown on the attached Exhibit A. This condition will occur at two different locations within the proposed subdivision, at the intersection of street C with Seadrift Drive as well as the intersection of the extension of Cataluna Drive and Baybridge Drive.

The specific modification that we are proposing is to allow the spacing between Baybridge Drive Street C to be 178 feet from centerline to centerline along Cataluna Drive and to allow the spacing between Tidewater Drive and Street C to be 185 feet from centerline to centerline along Seadrift Drive. No vertical design change would be required to accomplish this horizontal modification.

Tract T is an infill site not originally intended for subdivision and located between three developed roadways and an existing park parcel. We feel that this is a necessary modification in order to develop this site as planned single family lots due to the nature and orientation of the site with the existing subdivision. Access aligned with Tidewater Drive to the west and Captiva Court to the east will generally render large portions of the tract undevelopable.

As proposed the access to Street C from Seadrift Drive bisects the stretch between Baybridge Drive and Tidewater Drive to the greatest extent possible without modification to the existing storm system. The alignment of Street C also must remain far enough south to allow street frontage to normal size/single stacked lots, creating the insufficient spacing to Baybridge Drive.

The major traffic movement will be accessing the extension of Cataluna Drive from Baybridge Drive and will be traveling at a very slow speed approaching Street C and is not seen as a significant conflict. The major traffic movement accessing Street C from Seadrift Drive will be from the south and will not be in conflict with an



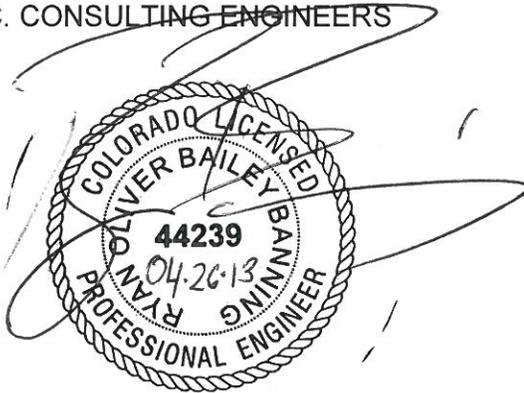
access of insufficient spacing. The major movement from Tidewater Lane onto Seadrift Drive will be to and from the south and therefore the conflicts between the intersections of insufficient spacing will be minimal.

TST, Inc. anticipates no hardship to the Town due to this modification. This variance will not impact construction or maintenance costs for the City. There is also no perceived or anticipate risk to the health and safety of the public due to this variance from the design criteria.

Please feel free to contact me with any questions or to discuss this request further.

Sincerely,

TST, INC. CONSULTING ENGINEERS



Ryan O. Banning P.E.

ROB



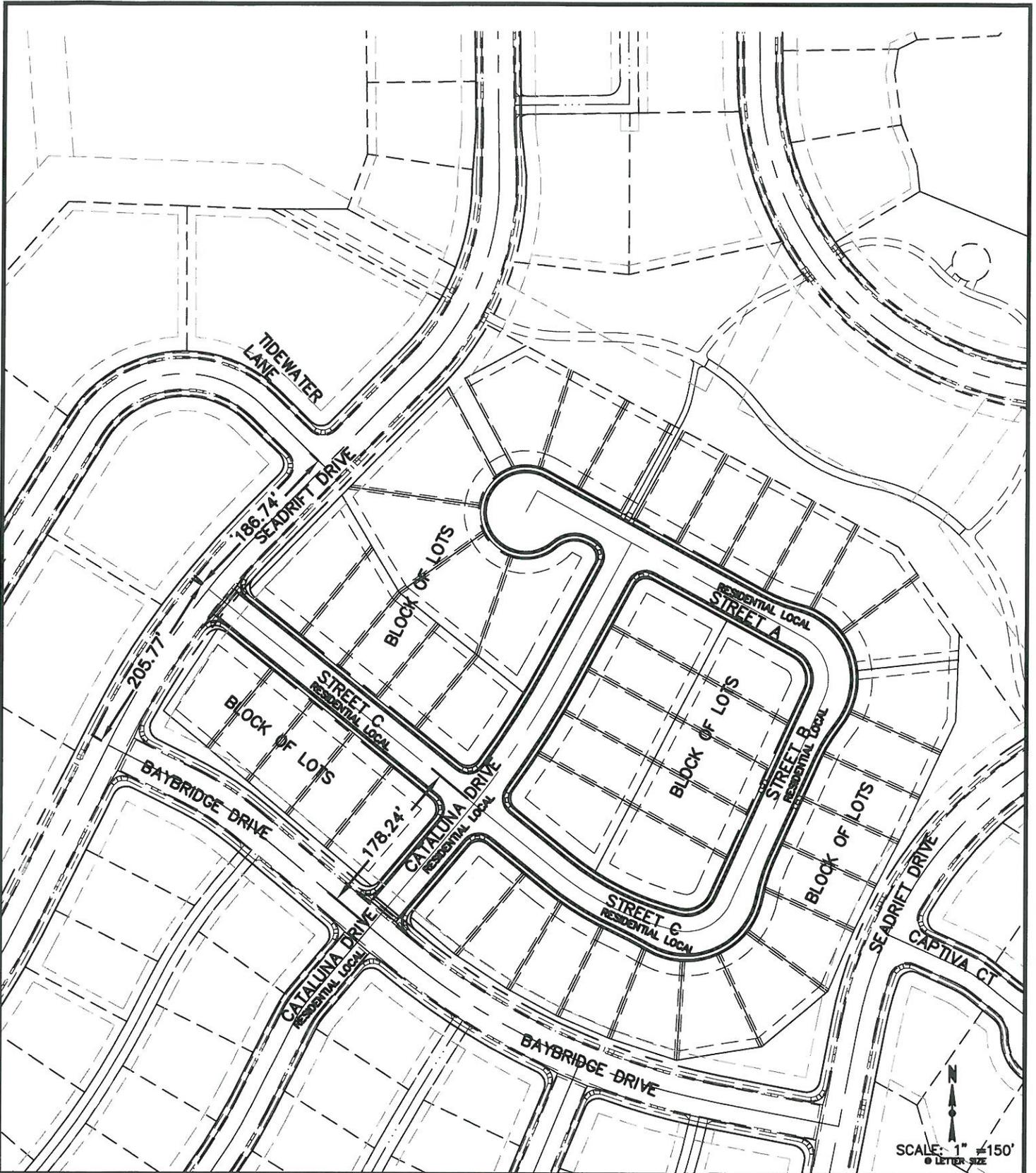


EXHIBIT A

INTERSECTION VARIANCE

WATER VALLEY SOUTH
 VARIANCE EXHIBIT FOR
 SPACING OF RESIDENTIAL
 LOCAL INTERSECTIONS

**WATER VALLEY TRACT T
 INTERSECTION SPACING VARIANCE
 WIDSOR, COLORADO**



760 Whalers Way
 Building C, Suite 200
 Fort Collins, Colorado
 Phone: 970.226.0557
 Fax: 970.226.0204
 Job no. 1089.0001.00
 Filename: K:\732\317.00\05
 DRAWINGS\EXHIBITS\VARIANCE EXHIBIT
 STREET SEPARATION.DWG



WATER VALLEY SOUTH SUBDIVISION FIFTEENTH FILING

FINAL MAJOR SUBDIVISION

**Brett Walker, Associate Planner
September 23, 2013**

Town Board

Item C.8 & C.9



MAJOR SUBDIVISION

Article IV of Chapter 17 of the Municipal Code outlines the purposes of the Major Subdivision process, including:

Sec. 17-4-10. Purpose.

The purposes of the major subdivision procedure are:

- 1) *To divide or reconfigure a parcel or parcels of land into six (6) or more parcels, sites or lots for the purpose, whether immediate or future, of transfer of ownership or building development.*

SITE VICINITY MAP

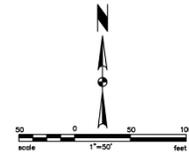




FINAL SUBDIVISION PLAT



- LEGEND**
- RECOVERED REBAR WITH RED PLASTIC CAP L# 33636
 - RECOVERED REBAR WITH CAP L# 37911
 - RECOVERED REBAR WITH ORANGE PLASTIC CAP L# 38110
 - RECOVERED BRASS DISK IN CONCRETE L# 38110
 - ▲ RECOVERED 1-1/4" IRON PIPE
 - ⊙ SET REBAR WITH ORANGE PLASTIC CAP L# 37963
 - ⊙ SET BRASS DISK IN CONCRETE L# 37963
 - MONUMENT TO BE SET IN STREET POST CONSTRUCTION
 - UTILITY EASEMENT
 - DE DRAINAGE EASEMENT
 - OUTER BOUNDARY



REVISIONS	DATE	DESCRIPTION

DRAWN	D.A.P.
CHECKED	C.R.W.
DESIGNED	D.A.P.
TITLE	317_Plat



**WATER VALLEY SOUTH SUBDIVISION
FIFTEENTH FILING
FINAL PLAT**



TST, INC.
CONSULTING ENGINEERS
760 Windsor Way
Boulder, CO 80505
Fort Collins, Colorado
Phone: 970.228.0859
Fax: 970.228.0204

JOB NO.	0732.0317.00
SCALE	1"=50'
DATE	AUG 2013
SHEET	2 of 3

NOTE: ALL DIMENSIONS SHOWN ON THIS SUBDIVISION PLAT ARE EXPRESSED IN U.S. SURVEY FEET.



PROPOSED LANDSCAPE PLAN

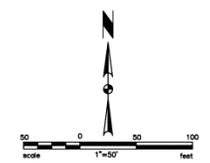
LANDSCAPE PLAN



HATCH LEGEND

GROUND COVERS	QTY	COMMON NAME
		WET NATIVE SEED MIX
		BLUEGRASS TURF

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">REVISED</td> <td style="width: 50%; text-align: center;">DESCRIPTION</td> </tr> <tr> <td style="text-align: center;">DATE</td> <td></td> </tr> <tr> <td style="text-align: center;">BY</td> <td></td> </tr> </table>	REVISED	DESCRIPTION	DATE		BY		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DRAWN</td> <td style="width: 50%;">BW</td> </tr> <tr> <td>CHECKED</td> <td>BW</td> </tr> <tr> <td>DESIGNED</td> <td>BW/MB</td> </tr> <tr> <td>FILENAME</td> <td>317_Landscape</td> </tr> </table>	DRAWN	BW	CHECKED	BW	DESIGNED	BW/MB	FILENAME	317_Landscape
REVISED	DESCRIPTION														
DATE															
BY															
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DESIGNED	BW/MB														
FILENAME	317_Landscape														
WATER VALLEY SOUTH SUBDIVISION FIFTEENTH FILING LANDSCAPE PLANS PLAN															
<p>TST, INC. CONSULTING ENGINEERS 760 Whetstone Way Fort Collins, Colorado Phone: 973.226.0557 Fax: 973.226.0264</p>															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>JOB NO.</td> <td>0732.0317.00</td> </tr> <tr> <td>SCALE</td> <td>1"=50'</td> </tr> <tr> <td>DATE</td> <td>AUG 2013</td> </tr> <tr> <td>SHEET</td> <td>1 of 2</td> </tr> </table>		JOB NO.	0732.0317.00	SCALE	1"=50'	DATE	AUG 2013	SHEET	1 of 2						
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RECOMMENDATION

At the September 18, 2013 Planning Commission meeting, the Planning Commission recommended that the Town Board approve Resolution No. 2013-54 approving the final major subdivision as presented, and staff concurs with the Planning Commission, subject to the following conditions of approval:

1. Prior to recordation of the plat, the applicant shall submit a revised subdivision submittal package addressing all Town and referral agency comments.
2. Prior to recordation of the plat, the applicant shall submit written evidence that all land dedication and/or cash-in-lieu requirements in accordance with Division 1 of Chapter 17, Article XIV of the Windsor Municipal Code have been addressed to the school district's satisfaction.



PRELIMINARY MAJOR SUBDIVISION

Staff requests that the following be entered into the record:

- Application and supplemental materials
- Staff memorandum and supporting documents
- Recommendation

Brett Walker

From: Jerry D. Winters <jwinters@wh-h.com>
Sent: Wednesday, September 18, 2013 2:43 PM
To: Brett Walker
Subject: Water Valley South, 15th Filing

Mr. Walker,

Pursuant to our telephone conversation, I request that there be no parking on either side of the street on Seadrift Drive that borders the subject property on the west side.

The property west of the subject property is zoned for 5-6 plexes. The subject property has 45 lots, and the property on the west side has plans for approximately 50 units. Ninety housing units will present a parking problem on Seadrift Drive. The subject property has no entrance/exit on East Seadrift Drive.

The plans to have interior streets were presented to us prior to the 5-6 plex zoning for the property west of the subject property. The subject property has interior streets. This seems to suggest that the developers recognized the traffic problems for both the subject property and the property west, zoned for 5-6 plexes and, thus, the reasons for interior streets. The interior streets are to serve for parking.

This is necessary for safety reasons and for fire trucks and other emergency vehicles.

We appreciate your consideration of this request, and please relay this request to the traffic engineers.

Jerry D. Winters



MEMORANDUM

Date: September 23, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joseph P. Plummer, AICP, Director of Planning
From: Josh Olhava, Associate Planner
Subject: Site Plan Presentation – Highlands Industrial Park Subdivision, Second Filing, Lots 3 & 4, Block 3 – Elder Construction – 7370 and 7380 Greendale Road – Tom Elder, Elder Holdings LLC, applicant/ Cathy Mathis, The Birdsall Group, applicant's representative
Location: 7370 & 7380 Greendale Road
Item #s: C.10

Background:

The applicant, Mr. Tom Elder, Elder Holdings LLC, represented by Ms. Cathy Mathis of The Birdsall Group, is proposing a new building and outdoor storage yard in the Limited Industrial (I-L) zoning district in the Highlands Industrial Park Subdivision. The two lots total 1.229 acres and are located on the northwest corner of Greendale Road and Bents Drive. The new building will house Elder Construction, who wishes to relocate their existing Loveland business to Windsor.

The proposed building is approximately 9,518 square feet in size. Elder will occupy approximately 6,283 square feet and plans to lease approximately 3,235 square feet to a future tenant with a comparable business. The building contains offices, a reception area, restrooms, a conference room and a shop area. Twenty-eight off street parking spaces will be provided. The gravel storage yard on the west side of the building is proposed to be fenced with vinyl coated chain link fencing. Staff is working with the applicant on providing screening for the outdoor storage yard, particularly from Crossroads Boulevard. Building materials are varied between pre-finished ribbed metal panels and Architectural pre-finished metal horizontal panels with stucco enhanced main entry accents and accent banding (please see the enclosed elevations in the PowerPoint presentation).

The current presentation is intended for the Town Board's information. Should the Town Board have any comments or concerns pertaining to this project, please refer such comments to staff during the presentation so that they may be addressed during staff's review of the project. The site plan will be reviewed and approved administratively by staff.

Conformance with Comprehensive Plan: The application is consistent with the following Commercial 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 various elements of the Vision 2025 document, particularly the chapter on Economic Vitality.

Notification: The Municipal Code does not require notification as this item is for presentation purposes

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

Enclosures: application materials
site plan narrative
PowerPoint presentation

pc: Tom Elder, Elder Holdings LLC, applicant
Cathy Mathis, TB Group, applicant's representative

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.

LAND USE APPLICATION FORM

Land use applications shall include all items listed in the application submittal checklist and the Town of Windsor Municipal Code (Code). The Town of Windsor Planning Department reserves the right to refuse to accept incomplete submittals. Please see the 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*: Highlands Industrial Park Subdivision Second Filing, Lots 3 and 4, Block 3 Site Plan (Elder Construction)**LEGAL DESCRIPTION*:** Lots 3 and 4, Block 3 of the Highlands Industrial Park Subdivision Second Filing, being a replat of Tract A, Highlands Industrial Park Subdivision, First Filing**PROPERTY ADDRESS (if available):** 7370 and 7380 Greendale**PROPERTY OWNER (APPLICANT):**

Owner's Name(s)*: Tom Elder
Company: Elder Holdings LLC
Address*: 7605 Kelly Lane, Colorado Springs CO 80919
Primary Phone #*: 719.471.2708 Secondary Phone #: _____
Fax #: _____ E-Mail*: tom@elderconstructioninc.com

OWNER'S AUTHORIZED REPRESENTATIVE:

Representative's Name: Cathy Mathis
Company: The Birdsall Group
Address: 444 Mountain Avenue, Berthoud CO 80513
Primary Phone #: 970.532.5891 Secondary Phone #: 970.217.9480
Fax #: 970.532.5759 E-Mail: cathy@tbgroup.us

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

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

Signature: Owner or Owner's Authorized Representative** _____ Date _____

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

Print Name(s) _____ *Required fields

TOWN OF WINDSOR PLANNING DEPARTMENT

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

For office use only:
Project ID No.

GENERAL APPLICATION OVERVIEW FORM

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

EXISTING ZONING: I-L	PROPOSED ZONING: n/a
TOTAL ACREAGE: 1.229 AC.	
TOTAL # OF PROPOSED LOTS: 2	
AVERAGE LOT SIZE: n/a	
MINIMUM LOT SIZE: .614 AC.	
TOTAL # OF PROPOSED PHASES: n/a	
ACREAGE PER PHASE: n/a	
LOTS PER PHASE: n/a	
PARKLAND (sq. ft. & acreages): n/a	
PARKLAND (public or private): n/a	
IRRIGATION WATER (potable or non-potable): Potable	

UTILITIES TO BE PROVIDED BY:
WATER: Fort Collins-Loveland Water District
SEWER: South Fort Collins Sanitation District
GAS: Xcel Energy
ELECTRIC: Poudre Valley REA
PHONE: CenturyLink

IF THIS IS A FINAL APPLICATION, SUBMIT TOTALS OF THE FOLLOWING IN LINEAR FEET (use separate sheets if necessary):
PUBLIC STREETS (break down by classification/width):
PRIVATE STREETS (break down by classification/width): 1313 SY PARKING LOTS AND DRIVE LANES
TOTAL STREETS (break down by classification/width):
WATER LINES (break down by line sizes): 65 LF 4" FIRELINE, 10 LF 3/4" SERVICE
SEWER LINES (break down by line sizes): 5 LF 4" SEWER SERVICE
CURB: 814 LF
GUTTER: 1018 LF (INCLUDING CROSSPANS AND CURB/GUTTER)
SIDEWALK: 274 LF
OPEN SPACE (not to include detention areas) in sq ft & acres: 16,231 SQ. FT./0.373 AC.
TRAIL EASEMENTS (break down by width): n/a
Developed trail (break down by width, depth & material): n/a
Undeveloped trail (break down by width, depth & material): n/a

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

August 13, 2013

Highlands Industrial Park Subdivision Second Filing, Lots 3 & 4, Block 3 Site Plan (Elder Construction)

This request is for construction of a new building, parking lot and outdoor storage yard to be located on Lots 3 and 4, Block 3 of the Highlands Industrial Park Second Filing Subdivision. The two lots total 1.229 acres and are located at the northeast corner of Bents Drive and Greendale Road. The site is zoned I-L, Limited Industrial District.

The proposed building is approximately 9,518 square feet in size. The building will house a new facility for Elder Construction, who wishes to relocate their existing Loveland business to Windsor. Elder will occupy 6,283 sq.ft. of the building and plan on leasing 3,235 to a future tenant with a comparable business.

The building will contain offices, a reception area, restrooms, a conference room and a shop area. There will be 28 off-street parking spaces provided.

The building is placed on the site within the required setbacks. There will be a fenced gravel yard on the west side of the building located on Lot 4. The proposed fencing will be vinyl-coated chain link.

Building materials consist of a combination of pre-finished ribbed metal panels and Architectural pre-finished metal horizontal panels to provide variety and interest. Accents include a stucco enhanced main entry and decorative steel awnings and accent banding. The roof will be a pre-finished, standing seam metal roof.



SITE PLAN PRESENTATION

HIGHLANDS INDUSTRIAL PARK SUBDIVISION

SECOND FILING, LOTS 3 & 4, BLOCK 3

ELDER CONSTRUCTION
7370 & 7380 GREENDALE ROAD

Josh Olhava, Associate Planner
September 23, 2013

Town Board

Item C.10



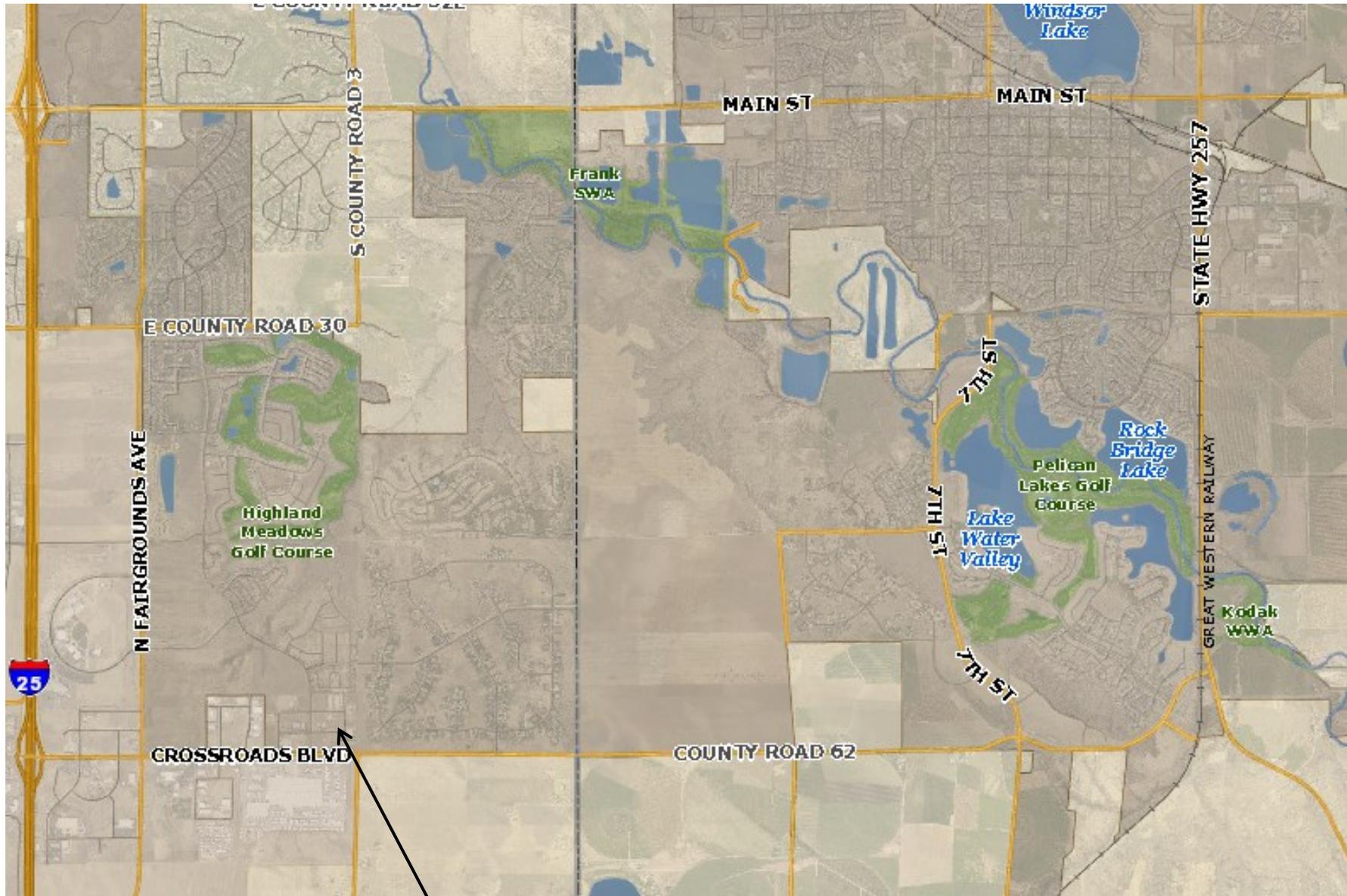
QUALIFIED COMMERCIAL & INDUSTRIAL SITE PLAN

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

Sec. 17-9-10. Intent and Purpose

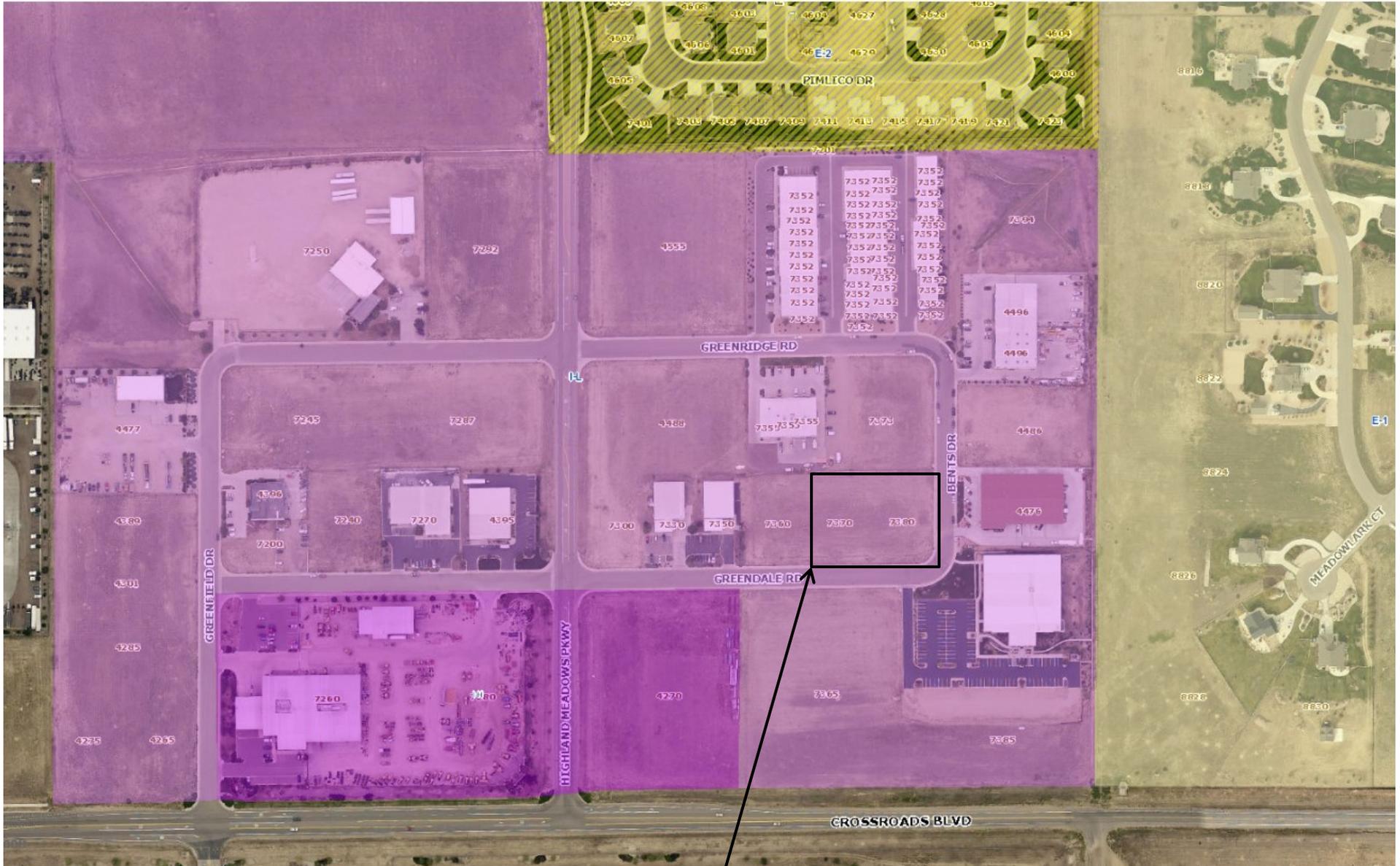
“Commercial and industrial site plans proposed to be developed on lots that have either previously been subdivided or are presently being subdivided as part of a minor subdivision shall qualify for administrative site plan review in accordance with the requirements of this Section.”

SITE VICINITY MAP



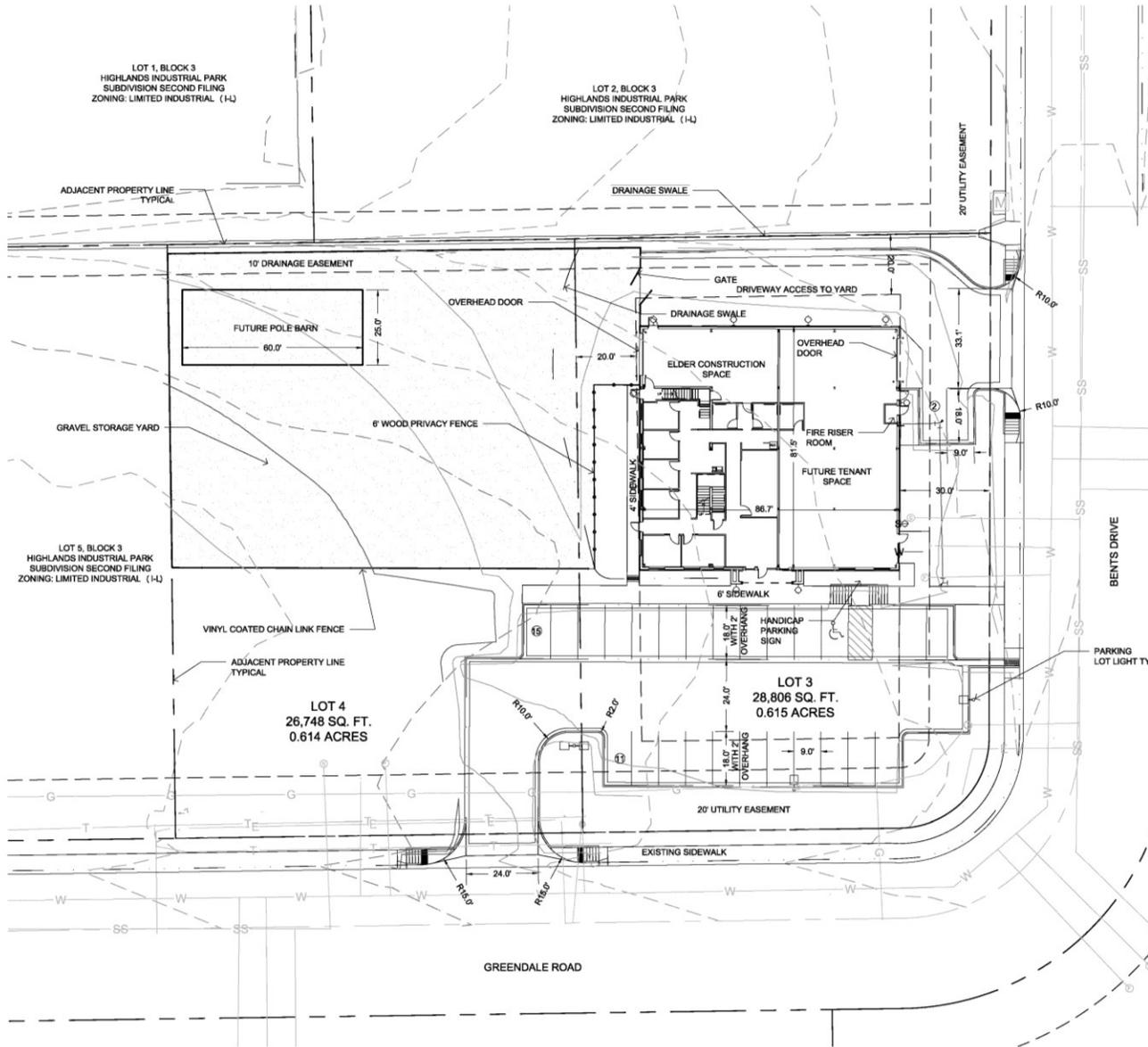
Site Location

SITE PROXIMITY ZONING MAP



Site Location – Zoned Limited Industrial (I-L)

ELDER CONSTRUCTION – SITE PLAN



Site General Notes:

1. ALL SIGNS SHALL BE REQUIRED TO APPLY FOR SIGN PERMIT.
2. PROPOSED GRADES SHALL MATCH OR IMPROVE EXISTING GRADES TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING WHILE PROVIDING A SMOOTH TRANSITION BETWEEN ALL ADJACENT UNDISTURBED GRADES AND PROPOSED GRADES.
3. JOB SITE TO BE KEPT CLEAN AT ALL TIMES AND CONSTRUCTION AREAS ARE TO BE MAINTAINED FOR SAFETY.
4. SOILS DISTURBED ADJACENT TO WORK AREA, INCLUDING AREAS OUTSIDE OF CONSTRUCTION LIMITS, DUE TO NEW CONSTRUCTION ARE TO BE REGRADED AND SURFACE CONDITIONS REPAIRED AND SEEDED EQUIVALENT TO THAT CONDITION PRIOR TO START OF WORK.
5. PROTECT EXISTING SURFACES BOTH INSIDE AND OUTSIDE OF CONSTRUCTION LIMITS, DURING CONSTRUCTION. IF GRASSES, CONCRETE OR ASPHALT ARE DAMAGED DUE TO CONSTRUCTION OPERATIONS OR WEATHER THE CONTRACTOR IS RESPONSIBLE FOR REPAIR TO THAT EQUIVALENT TO EXISTING CONDITIONS AT NO EXPENSE TO THE OWNER/CITY.
6. CONTRACTOR IS RESPONSIBLE FOR SETUP OF BARRICADES, WARNING SIGNAGE, OR OTHER PROTECTIVE DEVICES IF ANY EXCAVATIONS ARE LEFT EXPOSED AFTER ON-SITE WORK HOURS.
7. THE CONTRACTOR SHALL NOT PURPOSEFULLY PROCEED WITH ANY CONSTRUCTION PER PLANS PROVIDED WHEN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT WERE NOT CONSIDERED OR CHANGED AFTER PLANS WERE SUBMITTED. CONTRACTOR SHALL NOTIFY OWNER OR OWNER'S REPRESENTATIVE AND THE CITY OF LOVELAND IF SITUATION ARISES AND REVISIONS ARE NECESSARY.
8. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND OTHER POLLUTANTS FROM ENTERING ANY STORM WATER SEWER SYSTEM OR ADJACENT WATERWAYS, ETC. DURING THE DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE AND EXPENSE FOR THE CORRECTION OF ANY ADVERSE IMPACTS TO THE STORM WATER SEWER SYSTEM OR ADJACENT WATERWAYS, WETLANDS ETC. RESULTING FROM THE WORK DONE AS PART OF THIS PROJECT/CONTRACT.
9. THE CONTRACTOR SHALL BE RESPONSIBLE PRIOR TO BEING AND CONSTRUCTION, OF BECOMING AWARE OF ALL EXISTING AND PROPOSED UTILITIES, PIPES, STRUCTURES, ETC. CALL UNCC THREE DAYS BEFORE SCHEDULED WORK AT 811 OR 1-800-922-1987.
10. ALL FIXTURES SHALL BE FULL-CUT OFF AND MOUNTED IN FULL CUT OFF POSITION.

Land-Use Statistics

GROSS AREA COVERAGE			
	SQUARE FEET	ACRES	% OF GROSS AREA
BUILDING FOOTPRINT	7,178	0.164	13%
LANDSCAPE AREA	16,531	0.373	30%
PAVEMENT/PARKING	13,261	0.304	25%
GRAVEL YARD	15,505	0.356	29%
WALKS	1,378	0.032	3%
GROSS LAND AREA (TOTAL LOTS 3 & 4)	55,954	1.229	100%
TOTAL BUILDING SQUARE FOOTAGE:	9,518.96 SF		

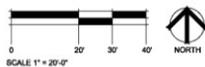
OFF-STREET PARKING PROVIDED:	
STANDARD ACCESSIBLE	27
TOTAL	28

ZONING: I-L, LIMITED INDUSTRIAL
 LOT 4 ACCESSORY OUTDOOR STORAGE YARD CALCULATION:
 15,756 S.F. / 26,748 S.F. = 59%

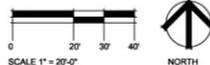
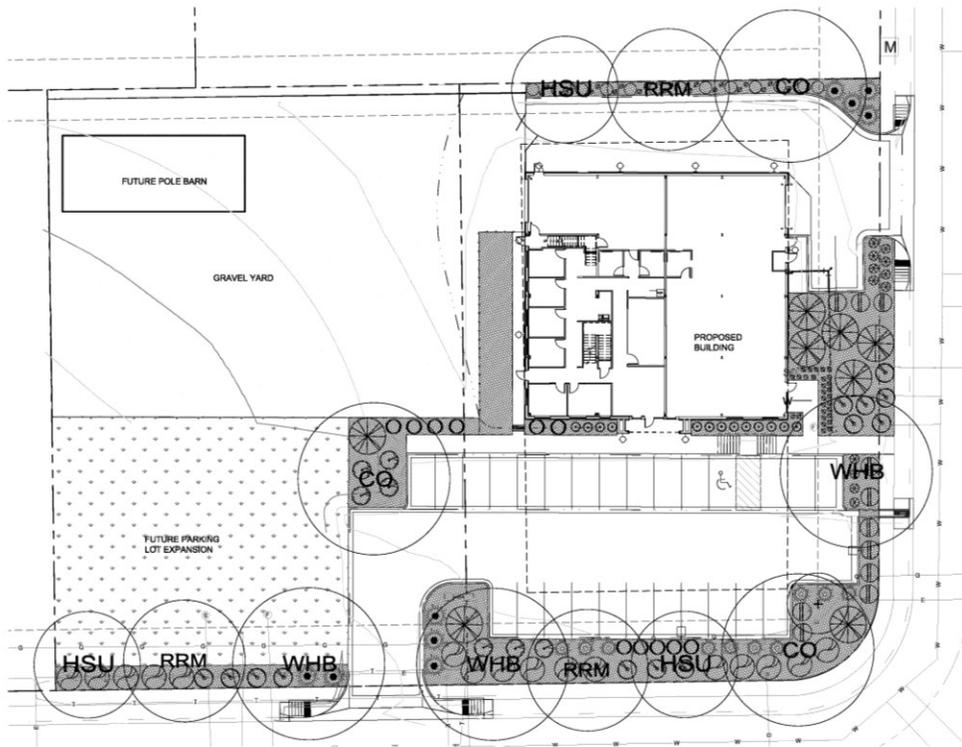
LEGEND

- CONCRETE WALKS / PAVEMENT
- GRAVEL
- LOT LINE
- FENCELINE
- EASEMENT LINE
- CURB/GUTTER FLOWLINE
- RIGHT-OF-WAY LINE
- HANDICAP PARKING STALL
- PARKING LOT LIGHT POLE
- BUILDING MOUNTED LIGHT

Site Plan

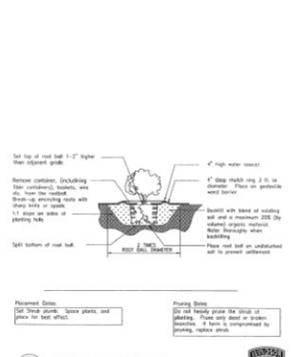
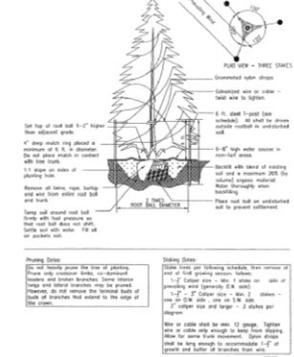
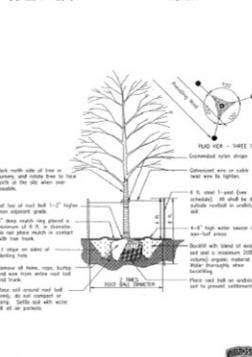


ELDER CONSTRUCTION - LANDSCAPE PLAN



Legend

- NON IRRIGATED NATIVE GRASS SEED MIX 7,990 SQ. FT.
- 4" x 4" WALNUT RIVER COBBLE OVER PAVING 7,990 SQ. FT.



A DECIDUOUS TREE - PLANTING DETAIL
SCALE: NOT TO SCALE

B EVERGREEN TREE - PLANTING DETAIL
SCALE: NOT TO SCALE

C SHRUBS - PLANTING DETAIL
SCALE: NOT TO SCALE

Landscape Notes

- LANDSCAPE CONTRACTOR MUST CONTACT TOWN OF WINDSOR PARKS AND RECREATION DEPARTMENT PRIOR TO PLANTING IN ORDER FOR TOWN TO VERIFY PROPER PLANTING.
- CONTRACTOR SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS DONE BY OTHER CONSULTANTS SO THAT THE PROPOSED DRAINAGE, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.
- JOB SITE TO BE KEPT CLEAN AT ALL TIMES AND CONSTRUCTION AREAS ARE TO BE MAINTAINED FOR SAFETY.
- SOILS DISTURBED ADJACENT TO WORK AREA, INCLUDING AREAS OUTSIDE OF CONSTRUCTION LIMITS, DUE TO NEW CONSTRUCTION ARE TO BE REGRADED AND SURFACE CONDITIONS REPAIRED EQUIVALENT TO THAT CONDITION PRIOR TO START OF WORK.
- PROTECT EXISTING SURFACES AND SOILS, BOTH INSIDE AND OUTSIDE OF CONSTRUCTION LIMITS. DURING CONSTRUCTION, IF GRADES, CONCRETE OR ASPHALT ARE DAMAGED DUE TO CONSTRUCTION OPERATIONS OR OTHERWISE THE CONTRACTOR IS RESPONSIBLE FOR REPAIR TO THAT EQUIPMENT TO EXISTING CONDITIONS AT NO EXPENSE TO THE OWNER/CITY.
- CONTRACTOR IS RESPONSIBLE FOR SETUP OF BARRICADES, WARNING SIGNAGE, OR OTHER PROTECTIVE DEVICES IF ANY EXCAVATIONS ARE LEFT EXPOSED AFTER ON-SITE WORK HOURS.
- THE CONTRACTOR SHALL NOT PURPOSEFULLY PROCEED WITH ANY CONSTRUCTION PER PLANS PROVIDED WHEN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT WERE NOT CONSIDERED OR CHANGED AFTER PLANS WERE SUBMITTED. CONTRACTOR SHALL NOTIFY OWNER OR OWNER'S REPRESENTATIVE AND THE TOWN OF WINDSOR IF SITUATION ARISES AND REVISIONS ARE NECESSARY.
- CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND OTHER POLLUTANTS FROM ENTERING ANY STORM WATER SEWER SYSTEM OR ADJACENT WATER WAYS, ETC. DURING THE DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE AND EXEMPTED FOR THE CORRECTION OF ANY ADVERSE IMPACTS TO THE STORM WATER SEWER SYSTEM OR ADJACENT WATER WAYS, WETLANDS ETC., RESULTING FROM THE WORK DONE AS PART OF THIS PROJECT/CONTRACT.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE PRIOR TO BEDDING AND CONSTRUCTION OF BECOMING AWARE OF ALL EXISTING AND PROPOSED UTILITIES, PIPES, STRUCTURES, ETC. CALL UNCO THREE DAYS BEFORE SCHEDULED WORK AT 811 OR 480-832-1987.
- STREET AND ORNAMENTAL TREES SHALL BE PLANTED NO CLOSER THAN FORTY (40) FEET AND FIFTEEN (15) FEET RESPECTIVELY FROM STREET LIGHTS. NO TREES SHALL BE PLANTED WITHIN TEN (10) FEET FROM WATER AND SEWER LINES, FOUR (4) FEET FROM GAS, TELEPHONE AND ELECTRIC UTILITIES, AND TEN (10) FEET FROM ANY DRIVEWAY.
- MINIMUM CLEARANCE OF THREE (3) FEET ON EACH SIDE OF FIRE DEPARTMENT CONNECTION (FDC) NO VEGETATION OTHER THAN TURF OR GRASS COVERED PLANTED IN FRONT OF FDC.
- NO SUBSTANTIAL IMPEDIMENT TO VISIBILITY BETWEEN THE HEIGHTS OF THREE (3) FEET AND EIGHTY (80) FEET SHALL BE CREATED OR MAINTAINED AT STREET INTERSECTIONS. TREES SHALL BE MAINTAINED IN A CONDITION OF ACCEPTABLE HEIGHT, FREE OF WEEDS AND DEBRIS, AND SHALL NOT REPRESENT A FIRE HAZARD NOR BECOME A NUISANCE SITE FOR WATER OR WIND EROSION.
- IF TREES OR SHRUBS ARE LOCATED ON TOP OF FIELD IRRIGATED UTILITIES, CONTRACTOR SHALL NOTIFY OWNER BEFORE ANY DIGGING HAS COMMENCED. VERIFY WITH OWNER IF AND WHICH SHRUBS/TREES SHALL BE TAKEN OUT OF PROJECT/CONTRACT.
- ALL LANDSCAPE AREAS SHALL BE MAINTAINED, INCLUDING MOWING, WATERING AND FERTILIZING BY CONTRACTOR UP TO FINAL ACCEPTANCE. IN ANY CONDITION REMOVED BEFORE PLACEMENT AND COMPACTION OF TOP SOIL. LANDSCAPE AND IRRIGATION WILL BE WARRANTED FOR ONE (1) FALL YEAR AFTER FINAL ACCEPTANCE BY OWNER.
- TO THE MAXIMUM EXTENT FEASIBLE, TOPSOIL THAT IS REMOVED DURING CONSTRUCTION ACTIVITY SHALL BE CONSERVED FOR LATER USE ON AREAS REQUIRING REVEGETATION AND LANDSCAPING.
- EXCAVATED MATERIAL TO BE USED AS FILL WILL HAVE ALL ROCKS, DEBRIS, WASTE MATERIAL, PRODM MATERIAL, VEGETATION LARGER THAN 2" IN ANY DIMENSION REMOVED BEFORE PLACEMENT AND COMPACTION OF TOP SOIL.
- PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING FOUNDATIONS AND A SMOOTH TRANSITION BETWEEN ALL ADJACENT EXISTING GRADES AND PROPOSED GRADES.
- PRIOR TO FINE GRADING, SOIL AREAS AND PLANTING BEDS, SHALL BE THOROUGHLY LOOSEND AND TILLED TO A 4" DEPTH. REMOVE ALL UNSUITABLE TOPSOIL, INCLUDING ALL ROCKS, DEBRIS, CONCRETE, TRUNKS, DEBRIS, WEEDS, ROOTS AND OTHER WASTE MATERIALS. AFTER THAT THE GRADE AMENDMENTS SHALL THEN BE THOROUGHLY TILLED AND INCORPORATED TO A MINIMUM 4" DEPTH IN THESE AREAS AT THE MINIMUM OF RATE OF 1.0 CU. YD. / 1,000 SQ. FT.
- UNIFORMLY COMPACT AND FINE GRADE THESE SOIL / GRASS AREAS AND PLANTING BEDS TO A SMOOTH SURFACE, FREE FROM IRREGULAR SURFACE CHANGES. CUT OUT SOFT SPOTS, FILL IN LOW SPOTS AND TRIM HIGH SPOTS TO COMPLY WITH REQUIRED GRADE TOLERANCES.
- ONCE COMPACTION AND FINE GRADED ALL ROCKS, DEBRIS, WASTE MATERIAL AND VEGETATION MATERIAL LARGER THAN 10" WILL BE RAKED FROM THE SURFACE AND REMOVED FROM SITE.
- SOIL TO BE 10% COLORADO GROWN TALL FESCUE GRASS SOIL BLEND SPECIFICALLY GROWN FOR LOW WATER LAWN APPLICATIONS WITH MINIMUM THREE (3) IMPROVED VARIETIES, HAVING A HEALTHY VIGOROUS ROOT SYSTEM. ONCE TURF IS LAID IT SHALL BE PROPERLY ROLLED, COMPACTED AND FIRMED TOGETHER TO ELIMINATE ANY GAPS BETWEEN ROLLS. APPLY FERTILIZER IN THESE AREAS PER SOO PAGES RECOMMENDATIONS.
- SEEDED AREAS IF APPLICABLE. ADEQUATE IRRIGATION WILL BE PROVIDED FOR THE ESTABLISHMENT AND MAINTENANCE FOR THESE SEEDED AREAS AND THAT NATIVE GRASSES SHALL BE MAINTAINED IN A CONDITION OF ACCEPTABLE HEIGHT, FREE OF WEEDS AND DEBRIS, AND SHALL NOT REPRESENT A FIRE HAZARD NOR BECOME A NUISANCE SITE FOR WATER OR WIND EROSION.
- SECOND DOMESTIC WATER METER TO BE SHOWN ON LANDSCAPE PLAN FOR IRRIGATION CONNECTION ON NON-PORTABLE WATER SOURCE CONNECTION.
- ALL PLANT MATERIALS ARE SIZED AND OUTLINED IN PLANT LIST. ALL PLANTS ARE TO BE PLANTED IN AMENDED SOIL AND STAKED AS SHOWN IN DETAILS. ALL PLANT MATERIAL SHALL MEET OR EXCEED THE CODE OF STANDARDS CURRENTLY RECOMMENDED BY THE COLORADO NURSERY ACT FOR NUMBER ONE GRADE.
- IF PLANTS ARE IN NEED OF REPLACEMENT DUE TO DROUGHT, DISEASE, OR DEATH, THE PLANTS MUST BE REPLACED WITH THE ORIGINAL SPECIES UNLESS APPROVED BY THE TOWN FORESTER.
- CHANGES IN PLANT SPECIES OF PLANT LOCATIONS FROM WHAT IS LISTED ON THE LANDSCAPE PLAN WILL REQUIRE THE APPROVAL OF THE TOWN FORESTER PRIOR TO INSTALLATION OR REPLACEMENT. OVERALL QUANTITY AND QUALITY TO BE CONSISTENT WITH THE APPROVED PLANS. IN THE EVENT OF CONFLICT WITH THE QUANTITIES INCLUDED IN THE PLANT LIST, SPECIES AND QUANTITIES SHALL BE PROVIDED.
- ALL TREES AND SHRUBS TO BE BALLED AND BURLAPPED, OR CONTAINERIZED AND SHALL HAVE ALL WIRE, TWINE, BASKETS, BURLAP, AND ALL OTHER NON-BIODEGRADABLE CONTAINMENT MATERIAL, REMOVED FROM THE TRUNK AND ROOT BALL OF THE PLANT, PRIOR TO PLANTING.
- ALL SHRUB BEDS SHALL HAVE MINIMUM 4" DEPTH (SHRUBBED CEDAR MULCH - NATURAL, COLOR ANCHOR WASHED SMOOTH COBBLE, A CONTINUOUS LAYER OF TYPICAL LANDSCAPE FABRIC OR APPROVED EQUAL, SHALL BE INSTALLED IN ALL SHRUB BEDS WITH 4" OVERLAP AT SEAMS WITH 4" STAPLES 4" O.C. IN ALL DIRECTIONS.
- EDGING BETWEEN GRASS TYPES AND SHRUB BEDS SHALL BE HEAVY DUTY STEEL EDGER MIN. 1/4" x 4" x 4" WITH ROLLED TOP AND SHALL BE SET LEVEL WITH THE TOP OF THE ADJACENT SOIL. NO EDGING SHALL BE USED BETWEEN CEDAR MULCH AND COBBLE TRANSITIONS.

Irrigation Notes

- IRRIGATION SYSTEM TO BE MAINTAINED AND BUILT BY CONTRACTOR. IRRIGATION CONTRACTOR SHALL VERIFY ALL ILL AND OPEN AVAILABLE SYSTEM SHALL BE DESIGNED TO MEET THE AVAILABLE P.S.I. AND P.M.F. IF NECESSARY CONTACT THE WATER DEPARTMENT PRIOR TO DESIGN TO OBTAIN AVAILABLE PRESSURE.
- THE IRRIGATION SYSTEM SHALL BE REVIEWED AND APPROVED BY THE TOWN WATER DEPARTMENT PRIOR TO ISSUANCE OF A PERMIT FOR THE IRRIGATION SYSTEM MUST BE INSTALLED OR BIDDERS WITH AN ANNUAL INSTRUMENT DEPOSIT WITH THE TOWN PRIOR TO ISSUANCE OF A PERMIT.
- ALL IRRIGATED 800 GRASS AREAS AND BE IRRIGATED BY A PERMANENT UNDERGROUND INSTRUMENT DEPOSITED WITHIN TURF AREAS LESS THAN 20 FEET IN WIDTH ARE TO BE IRRIGATED WITH FLOW-UP SPRAY HEADS AND AREAS GREATER THAN 20 FEET SHALL USE A NOZZLE POP-UP SPRAY SYSTEM.
- ALL TREES, SHRUBS AND PERENNIALS OUTSIDE OF IRRIGATED SOO AREA, ARE TO BE IRRIGATED WITH A PERMANENT DRIP IRRIGATION SYSTEM.
- IRRIGATION SYSTEM WITH SOIL SENSOR AND MONITORING BLENDING WILL BE DESIGNED AND BUILT BY CONTRACTOR AND ADJUSTED TO A LOW WATER REQUIREMENT, BASED ON THE RESULTS OF SELECTED PLANT MATERIAL.
- QUIRK COUPLERS SHALL BE PROVIDED AT EACH POINT OF CONNECTION AND AT REGULAR SPACING ALONG THE IRRIGATION MAINLINE. SPACING OF QUIRK COUPLERS SHALL BE APPROVED BY THE DESIGN CONTRACTOR TO ALLOW FUTURE USE AND LOCATION.
- FINAL LOCATION OF IRRIGATION HEADS MUST BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO PLANTING. HEAD LOCATION SHALL BE COORDINATED WITH THE FIELD WITH EXISTING SITE CONDITIONS AND PLANT MATERIAL.
- ALL IRRIGATION TRENCHES SHALL BE PROPERLY WATERED AND COMPACTION TO AVOID FUTURE SETTLING. ANY SETTLING DURING WARRANTY PERIOD WILL BE CORRECTED BY THE IRRIGATION CONTRACTOR'S IRRIGATION CONTRACTOR.
- COORDINATE ALL IRRIGATION WORK WITH EXISTING UTILITIES AND RESPECTIVE TRENCHES.
- ALL IRRIGATION BLENDING SHALL BE PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. IRRIGATION CONTRACTOR SHALL COORDINATE BLENDING LOCATIONS WITH GENERAL CONTRACTOR. ALL IRRIGATION BLENDING SHALL BE STAKED IN THE FIELD OR LOCATED ON DIMENSIONED "AS BUILT" DRAWINGS BY THE DESIGN CONTRACTOR TO ALLOW FUTURE USE AND LOCATION.

Plant List

NO.	SYM.	NAME	COMMON NAME	BRITISH NAME	HEIGHT	SPREAD	SEASONS	INSTALLATION/REMARKS
1	HSU	HOOP PINE	Podocarpus neriifolia	Podocarpus neriifolia	10'	12'	ALL	PROPOSED: 10' x 12' x 10' (10' x 12' x 10')
2	RRM	RED REDWOOD	Sequoia sempervirens	Sequoia sempervirens	20'	12'	ALL	PROPOSED: 20' x 12' x 10' (20' x 12' x 10')
3	CO	CORONA	Quercus agrifolia	Quercus agrifolia	20'	12'	ALL	PROPOSED: 20' x 12' x 10' (20' x 12' x 10')
4	WHB	WINDSOR HEDGE	Yucca filamentosa	Yucca filamentosa	4'	4'	ALL	PROPOSED: 4' x 4' x 4' (4' x 4' x 4')
5	WHB	WINDSOR HEDGE	Yucca filamentosa	Yucca filamentosa	4'	4'	ALL	PROPOSED: 4' x 4' x 4' (4' x 4' x 4')
6	WHB	WINDSOR HEDGE	Yucca filamentosa	Yucca filamentosa	4'	4'	ALL	PROPOSED: 4' x 4' x 4' (4' x 4' x 4')
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50	WHB	WINDSOR HEDGE	Yucca filamentosa	Yucca filamentosa	4'	4'	ALL	PROPOSED: 4' x 4' x 4' (4' x 4' x 4')

Land-Use Statistics

LAND-USE TYPE	SQUARE FEET	ACRES	% OF GROSS AREA
BUILDING FOOTPRINT	7,208	0.161	1%
LANDSCAPE AREA	16,018	0.378	30%
PAVEMENT/PARKING	15,507	0.357	29%
GRAVEL YARD	15,578	0.358	29%
GROSS LAND AREA	54,177	1.254	100%

Landscape Area Statistics

LANDSCAPE AREA TYPE	AREA
NON IRRIGATED NATIVE GRASS	7,176 SF
DRIP IRRIGATED MULCH/COBBLE/SHRUB BEDS	8,844 SF
TOTAL	16,020 SF

Native Grass Seed Mix

- DESIGNED NATIVE GRASS - LOW GROW NATIVE GRASS MIX:
- SEED SHALL BE A MIXTURE THAT MATCHES THE FOLLOWING:

COMMON NAME	%	SEED LBS / 1,000 SQ. YD.
SPRINK CRACKED WHEATGRASS	20%	2.0
SHEEP FESCUE	25%	2.5
PERENNIAL RYE	20%	2.0
CHEWING FESCUE	15%	1.5
HEMPY BUDGRASS	10%	1.0

- APPLICATION RATE: 20.0 LBS (PLS) PER ACRE (0.9 LBS / 1000 SQ. YD.)
 - ADEQUATE TEMPORARY IRRIGATION OR BY WATER TRUCK WILL BE PROVIDED FOR THE ESTABLISHMENT AND MAINTENANCE FOR THESE SEEDED AREAS AND THAT NATIVE GRASSES SHALL BE MAINTAINED IN A CONDITION OF ACCEPTABLE HEIGHT, FREE OF WEEDS, TRUSH AND DEBRIS, AND SHALL NOT REPRESENT A FIRE HAZARD NOR BECOME A NUISANCE SITE FOR WATER OR WIND EROSION.
- MULCH IN ALL NATIVE BEDS AREAS:**
- IMMEDIATELY FOLLOWING THE RAKING OPERATION, ADD STRAW MULCH TO THE SEEDED AREAS.
 - APPLY STRAW MULCH AT A MINIMUM OF 1.5 TONS PER ACRE OF AIR DRY MATERIAL. SPREAD STRAW MULCH UNIFORMLY OVER THE AREA EITHER BY HAND OR WITH MECHANICAL MULCH SPREADERS. WHEN SPREAD BY HAND, TEAR THE BALES OF STRAW AWAY AND FLUFF BEFORE SPREADING. DO NOT MULCH WHEN WIND VELOCITY EXCEEDS 10 MPH.
 - WHENEVER THE USE OF CHIPPING EQUIPMENT IS PRACTICAL, PLACE MULCH IN THE MANNER NOTED ABOVE AND ANCHOR IT INTO THE SOIL. USE A DISC SUCH AS A MACH TILLER, WITH A 1/4" BURNED DISC AT LEAST 1/2" IN THICKNESS, HAVING DULL EDGES, AND SPACE NO MORE THAN 8 INCHES APART WITH DISKS OF SUFFICIENT DIAMETER TO PREVENT THE FRAME OF THE EQUIPMENT FROM DRAGGING THE MULCH. ANCHOR MULCH A MINIMUM DEPTH OF 2 INCHES AND ACROSS THE SLOPE WHERE PRACTICAL, WITH NO MORE THAN TWO PASSES OF THE ANCHORING EQUIPMENT.
 - ALL IRRIGATION BLENDING SHALL BE DONE IN A MANNER WHICH WILL PROVIDE UNIFORM COVERAGE BUT WHICH WILL NOT CAUSE EROSION, MOVEMENT, OR DAMAGE TO THE FINISHED SURFACE.

ELDER CONSTRUCTION - BUILDING ELEVATIONS



5 SE Perspective

- 1 Pre-finished Overhead insulated metal doorway.
 - With prefabricated trim to match wall panel.
 - Basis of design: Overhead Door Thermacore series 593
 - Color: Flat Iron Grey
 - Aluminum Sash Section with DSB Glazing
 - R-value: 12.76
 - U-value: .078
- 2 Painted Hollow Metal doorway and frame.
 - Color: Clear Enamel
- 3 Pre-finished 20ga. brake metal flashing.
 - Color to match wall panel.
- 4 Prefinished Aluminum Slatwork.
 - Color: Clear Anodized Frame
 - Glazing: Low-E, Solar Grey 80
- 5 Decorative steel MC 12x10.5.
 - Color: painted Elder Red
- 6 Pre-finished metal gutter and downspout. Terminate @ concrete splashblock.
 - Color: Galvalume finish
- 7 Decorative Wall Mounted Lighting.
 - Type: WST LED
 - Color: OSBND Dark Grey
 - Full cutoff
- 8 Signage location. Submit and Review under separate cover.
- 9 Steel Bulford.
 - Painted Safety yellow
- 10 Decorative steel painted entry canopy with sloped panel roof.

WI		Standard Metal Panel Ceramic Slat 1050	12"	12"	
WI		Standard Metal Panel Ceramic Slat 1050	12"	12"	
WI		Al Weather Insulated Metal Panel	36"		
WI		34" Sluice Wall System			
WI		Standing Seam Metal Panel	16"	16"	



WST LED
Architectural Wall Sconce



Specifications

Luminaire

Height: 7-1/4" (18.4 cm)

Width: 15-1/8" (39.3 cm)

Depth: 9-1/8" (23.2 cm)

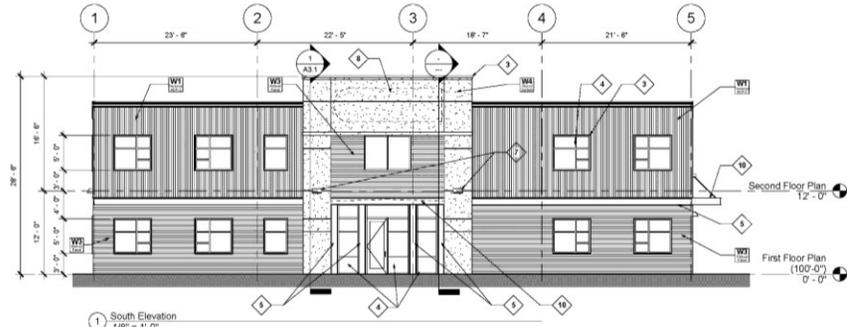
Weight: 17 lbs (7.7 kg)

Optional Back Box (BBW)

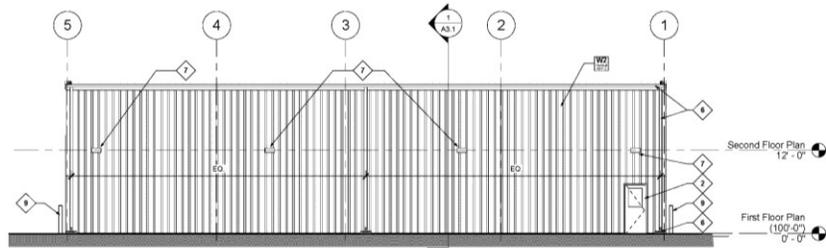
Height: 4" (10.2 cm)

Width: 5-1/2" (14.0 cm)

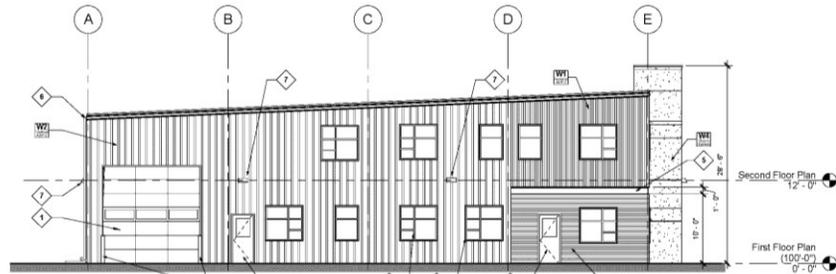
Depth: 1-1/2" (38.1 mm)



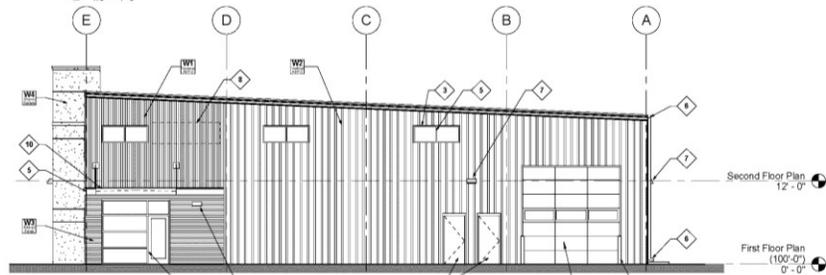
1 South Elevation
1/8" = 1'-0"



3 North Elevation
1/8" = 1'-0"



4 East Elevation
1/8" = 1'-0"



2 West Elevation
1/8" = 1'-0"



MEMORANDUM

Date: September 23, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Melissa M. Chew, CPRP, Director of Parks, Recreation & Culture
Re: Resolution 2013-54 Resolution Approving an Intergovernmental Agreement Between the Town of Windsor and the Colorado Department of Transportation with Respect to Grant Funding for the "Safe Routes To Schools" Trail Connection within the Town of Windsor, Colorado (7th Street Trail Project)
Item #: C.11.a

Background / Discussion:

As you may recall, the Town applied for and received a Safe Routes to School grant for the 7th Street Trail project. The grant includes construction funds and \$3,000 towards education of walking and biking to school as well.

Parks, Recreation & Culture staff, along with Police Department staff is working closely with Tozer and Mountain View schools on educational events and promotion of the project to students and parents. Engineering will oversee the construction.

The IGA outlines bidding, construction, grant reporting and accounting procedures as well as funds allocated and timelines for approval / completion. Once the IGA is approved, an Option Letter is typically signed by CDOT that authorizes the local agency (Windsor) to move forward with design, construction and other misc. expenses. As a note, we contributed the design cost in house, so that is not part of the grant. Design is partially complete already. The milestone dates from the application are:

MILESTONE DATES

- March, April 2013 Surveying and Engineering Design
- April 2013 Transportation Commission project selection finalized
- June 2013 Project kickoff meeting with CDOT
- July 1, 2013 All NEPA requirements completed

The following dates may be moved out a month or so as the IGA is just being processed now:

- August 1, 2013 IGA signed and Authorization to Proceed - Estimate
- August - September, 2013 Pre- Parent Survey and Student Tally
- September - December, 2013 Education kickoff and ongoing components
- September, 2013 All NEPA/Utilities/ROW clearances completed and Bid package development
- December, 2013 Award bid
- January – February 2014, Construction
- February, 2014 Ribbon cutting

- March , 2014 Post-Parent survey & student tally
- August 2014 Last date for project completion and final report to CDOT

Financial Impact:

Summary of funding (included in 2014 DRAFT budget)

SRTS 7th Street Trail	Grant App
Grant	\$120,346
TOW match	\$99,450
TOTAL	\$219,796

Relationship to Strategic Plan:

Goal 1. E. Promote multi-modal options.

Recommendation:

Move to approve Resolution 2013–54 approving an Intergovernmental Agreement between the Town of Windsor and the Colorado Department of Transportation with Respect to Grant Funding for the Safe Routes to School Trail Connection within the Town of Windsor, Colorado. (7th Street Trail Project)

Attachments:

- b. Resolution 2013-54

TOWN OF WINDSOR

RESOLUTION NO. 2013-54

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR AND THE COLORADO DEPARTMENT OF TRANSPORTATION WITH RESPECT TO GRANT FUNDING FOR THE "SAFE ROUTES TO SCHOOLS" TRAIL CONNECTION WITHIN THE TOWN OF WINDSOR, COLORADO

WHEREAS, the citizens of Windsor place high value on safe, accessible and user-friendly recreational trail facilities; and

WHEREAS, during its 2013 budget deliberations, the Town Board identified a route running north/south adjacent to Seventh Street as a possible location for a new trail segment, which would provide greater pedestrian connectivity for residents and visitors; and

WHEREAS, The Town's 2014 budget reflects the matching funds for this project, having been delayed from the 2013 approved budget; and

WHEREAS, the Town's Parks, Recreation and Culture Department has secured a grant through the "Safe Routes to School" program administered by the Colorado Department of Transportation ("CDOT"), under which funding for pedestrian routes connecting schools with neighborhoods is given priority; and

WHEREAS, CDOT requires the Town to enter into an agreement confirming the terms under which the grant funds will be disbursed, reported and applied; and

WHEREAS, the proposed Intergovernmental Agreement is attached hereto and incorporated herein; and

WHEREAS, the Town Board has reviewed the attached Intergovernmental Agreement and finds that it is proper in all respects.

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

1. The attached Intergovernmental Agreement is hereby approved.
2. The Mayor, Town Manager or Director of Parks, Recreation and Culture are hereby authorized to execute the said Agreement on the Town's behalf.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 23rd day of September, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



MEMORANDUM

Date: September 23, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Coby Shurtleff, Operations Manager & Terry Walker, Director of Public Works
Re: Fire Hydrant Operation and Maintenance Agreement
Item #: C.12.

Background / Discussion:

Staffs from the Town of Windsor and the Windsor-Severance Fire Protection District (WSFPD) both recognize that there is a vested interest by both parties in the operations and maintenance of fire hydrants located throughout the town. A proposed fire hydrant operations and maintenance agreement has been drafted and reviewed by the staffs of both parties that would cover the responsibilities of both the Town and WSFPD.

Under the proposed agreement, Town Staff would be responsible for training WSFPD personnel in how to operate and do basic maintenance on a fire hydrant. The training would include how to open/close a fire hydrant in a manner that reduces the potential for water main breaks, provide limited inspections on the ease of removing fire hydrant caps and lubricating fire hydrant caps when necessary. Town Staff would be responsible for providing water pressure readings and fire flow capability to WSFPD. Furthermore, Town Staff would be responsible for any costs associated with the relocation of fire hydrants as well as any cost for repair and maintenance of fire hydrants. Town Staff would provide on a monthly basis or at its own discretion an updated fire hydrant map to WSFPD that shows the location and associated water flow and pressure information.

Under the proposed agreement, WSFPD personnel would be responsible for fire hydrant inspection per the training provided by Town Staff and would notify Town Staff of any deficiencies found during the inspection process. WSFPD would (if requested by Town Staff and per workload) assist in water pressure readings and fire flow capability testing.

Of the approximately 1100 fire hydrants that serve the Town of Windsor, only 800 would be affected by this proposed agreement. The excluded 300 fire hydrants are located west of County Road 13 and are serviced by the Fort Collins/Loveland Water District.

Recommendation:

It is the recommendation of Town Staff that the Town Board approve the fire hydrant operation and maintenance agreement between the Town of Windsor and the WSFPD.

Attachments:

Resolution No. 2013-55
Fire Hydrant Operation and Maintenance Agreement

TOWN OF WINDSOR

RESOLUTION NO. 2013-55

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR AND THE WINDSOR-SEVERANCE FIRE RESCUE DISTRICT WITH RESPECT TO TRAINING, COLLABORATION AND COMMUNICATION TO ASSURE PUBLIC SAFETY WITHIN THE TOWN OF WINDSOR, COLORADO

WHEREAS, the Windsor Town Board has consistently determined that public safety is a high priority; and

WHEREAS, the Town of Windsor ("Town") has a long history of cooperation and collaboration with the Windsor-Severance Fire Rescue District ("District"); and

WHEREAS, the Town and the District have negotiated an agreement for training, testing and cooperation with respect to fire hydrants owned by the Town and necessary for protection of the public; and

WHEREAS, the attached Fire Hydrant Operation and Maintenance Agreement ("Agreement") is incorporated herein by this reference as if set forth fully; and

WHEREAS, Town Board has reviewed the Agreement and wishes to approve the Agreement in order that protection of the public is achieved through cooperation, communication and shared effort.

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

1. The attached Fire Hydrant Operation and Maintenance Agreement is hereby approved.
2. The Mayor is hereby authorized to execute the said Agreement on the Town's behalf.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 23rd day of September, 2013.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

FIRE HYDRANT OPERATION AND MAINTENANCE AGREEMENT
(Town of Windsor)

1. **PARTIES.** The parties to this Agreement are the **Windsor Severance Fire Protection District**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Fire District**”) and the **Town of Windsor**, a home rule municipal corporation and political subdivision of the State of Colorado (the “**Town**”), (collectively, the “**Parties**”).

2. **RECITALS AND PURPOSE.** Both parties are vested with certain statutory authority and owing distinct responsibilities to the residents and property owners within their respective service area or corporate limits, as the case may be. The Fire District is responsible for providing fire prevention, suppression and protection services within its boundaries, and the Town provides, among other services, domestic water services within its corporate limits. Although the Parties have unique purposes and provide separate services, the boundary of the District’s service area overlaps to a certain degree with the corporate limits of the Town. Due to this overlap, the Parties have previously committed to, and wish to reaffirm herein, their desire to work cooperatively to meet the needs of the public health, safety and welfare. A cooperative effort is required with respect to the fire hydrants accepted for maintenance by the Town (the “**Fire Hydrants**”), and the Parties wish to enter into this Agreement to better express their respective responsibilities regarding the operation, maintenance and testing of the Fire Hydrants.

3. **TERM.** This Agreement shall remain in effect for a period of one year from the date hereof and shall automatically renew for additional one year periods, unless either of the Parties provides at least thirty (30) days’ written notice of termination.

4. **TOWN RESPONSIBILITIES.**

- a. **Training** – The Town agrees to provide training materials, including at the Town’s option literature, videos and in-person training as the Town may elect to Fire District firefighters and personnel with respect to the proper operation, maintenance and testing of the Fire Hydrants. This training shall be in addition to the current training provided to Fire District firefighters with respect to operating the Fire Hydrants during a fire suppression event. Among other things, this training will cover testing and usage procedures to avoid causing a collapse or rupturing of Water District lines.
- b. **Water Pressure and Flows** – The Town shall be responsible for testing and maintaining the water flow and pressure levels of the Fire Hydrants to ensure that adequate water is available to meet the fire protection needs of the Fire District, subject to the water flow rating of each hydrant. Should the Town become actually aware of any changes in water flow or pressure levels for any reason, the Town shall notify the Fire District as soon as reasonably practical.
- c. **Relocation of Fire Hydrants** – The Town shall, through the Town’s customary land use development review process, notify the Fire District of any reconstruction, replacement or relocation of an existing Fire Hydrant and when possible shall consult with the Fire District on the location for the Fire Hydrant, if it is to be relocated. It shall be the sole responsibility of the Water District to provide for the cost of reconstructing, replacing or relocating an existing Fire Hydrant.
- d. **Repair and Maintenance Costs** – The Town shall be solely responsible for the cost of all Fire Hydrant maintenance and repairs and when possible the Fire District will assist the Water District with identifying any third-party that may have been responsible for damage to a Fire Hydrant.

5. FIRE DISTRICT RESPONSIBILITIES.

- a. **Hydrant Inspection** – The Fire District agrees to make a good-faith effort, depending on work-flow and weather, to inspect the functioning of Fire Hydrants. The inspection done by the Fire District will be in accordance with the training materials provided pursuant to Section 4.a. of this Agreement and will be limited to the inspecting of whether the Fire Hydrants are mechanically operable, able to open and close properly and capable of providing water flow. As part of this inspection, the Fire District will apply anti-seize lubricant to cap threads to maintain their functionality. As the Fire District completes its inspection of the Fire Hydrants, it will identify to the Town which Fire Hydrants have been inspected and which, if any, are not functioning properly. Notwithstanding the Fire District's responsibility for inspecting the Fire Hydrants, the Town shall continue to be responsible for providing routine maintenance, repairs and replacement of non-functioning Fire Hydrants and Fire Hydrant parts.
- b. **Water Flow and Pressure Testing** – If requested by the Town, Fire District personnel may assist with water flow and pressure testing in accordance with Section 4.a of this Agreement. Fire District personnel will not initiate Water Flow and Pressure testing without the request and approval of the Town.

6. GENERAL CONDITIONS.

- a. **Additional Fire Hydrants** – Any Fire Hydrants for which construction acceptance has been issued by the Town in accordance with its land development protocols within the Town after the date of this Agreement shall be subject to the terms and conditions contained herein. The Town shall notify the Fire District as soon as reasonably practical of the location of any additional Fire Hydrants for which construction acceptance has been issued by the Town.
- b. **Governmental Immunity and Liability** – Notwithstanding any of the terms and conditions stated in this Agreement, the Parties do not desire or intend to waive any of the protections or immunities provided under Section 24-10-101, C.R.S. *et seq.* known as the Colorado Governmental Immunity Act (the “Act”). Each of the Parties shall be responsible for its individual acts or omissions, subject to the Act's immunities and defenses.
- c. **Hydrant Mapping** – The Parties agree to cooperate in an effort to identify and map the Fire Hydrants in such a manner that the water flows and pressure levels are associated with the locations of the Fire Hydrants. The Town agrees to maintain and provide locations or modified locations of mapped Fire Hydrants along with associated water flow and pressure information in a mutually agreed upon industry standardized digital data format up to once every one (1) month or at the Town's discretion in accordance with section 6a.

DATED: _____, 2013.

WINDSOR SEVERANCE FIRE PROTECTION DISTRICT

By 
Herb Brady - Fire Chief

ATTEST:



TOWN OF WINDSOR

By _____
Terry Walker, Director of Public Works

ATTEST:

Patti Garcia, Town Clerk



MEMORANDUM

Date: September 16, 2013
To: Town Board
Through: Dennis Wagner, P.E., Director of Engineering
From: Doug Roth, P.E., Civil Engineer
Re: John Law Residential Flood Risk Reduction Pre Disaster Mitigation Grant
Item #: C.13

FEMA recently announced that Windsor will receive a Pre Disaster Mitigation Grant for the design, ROW acquisition, and construction of the John Law Residential Flood Risk Reduction project. FEMA will contribute 75% of the project cost up to a maximum contribution of \$1,540,736.65. The estimated total project cost is \$2,224,778.46 leaving an expected Town expenditure of \$684,041.80.

The State of Colorado Department of Public Safety, Division of Homeland Security and Emergency Management serves as administrator of the FEMA grant. Therefore the Town of Windsor must enter into a grant agreement contract with the State of Colorado. In order to enter into contract with the State, the Town Board must designate by ordinance an individual granted authority to sign the contract and any necessary contract addendums.

Project Background:

In May of 2009 the Town of Windsor and Severance jointly contracted with Anderson Consulting Engineers to study the John Law Floodplain in an attempt to identify floodplain improvements in their respective jurisdictions that may be eligible for Federal Pre Disaster Mitigation Funding. As a result of the study, a crossing structure (e.g. box culvert) was identified as an improvement that would provide substantial benefit to eleven homes located along SH 392 and likely meet the benefit cost ratio of one or greater. Furthermore the identified improvements will benefit Weld County Road 21 and SH 392. Town staff prepared and submitted a project grant application in late 2010.

The project site is in a drainage basin with a 29.2 square mile contributing area. Upper portions of the drainage basin are commonly called the Slough. Lower portions are commonly called the John Law Basin. There is a FEMA regulatory floodplain associated with the John Law Basin that was first delineated on a Weld County Flood Insurance Rate Map dated March 18, 1980. A more detailed floodplain study and associated floodplain Letter of Map Revision application conducted by the Town was initially submitted to FEMA in 2006 to further define the John Law Floodplain.

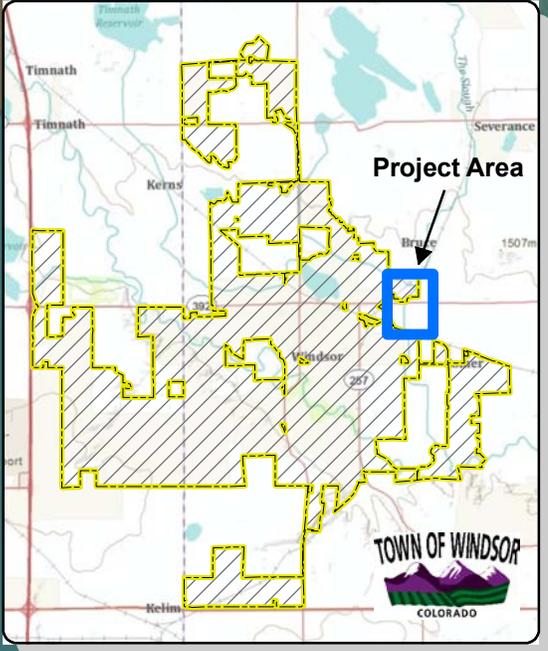
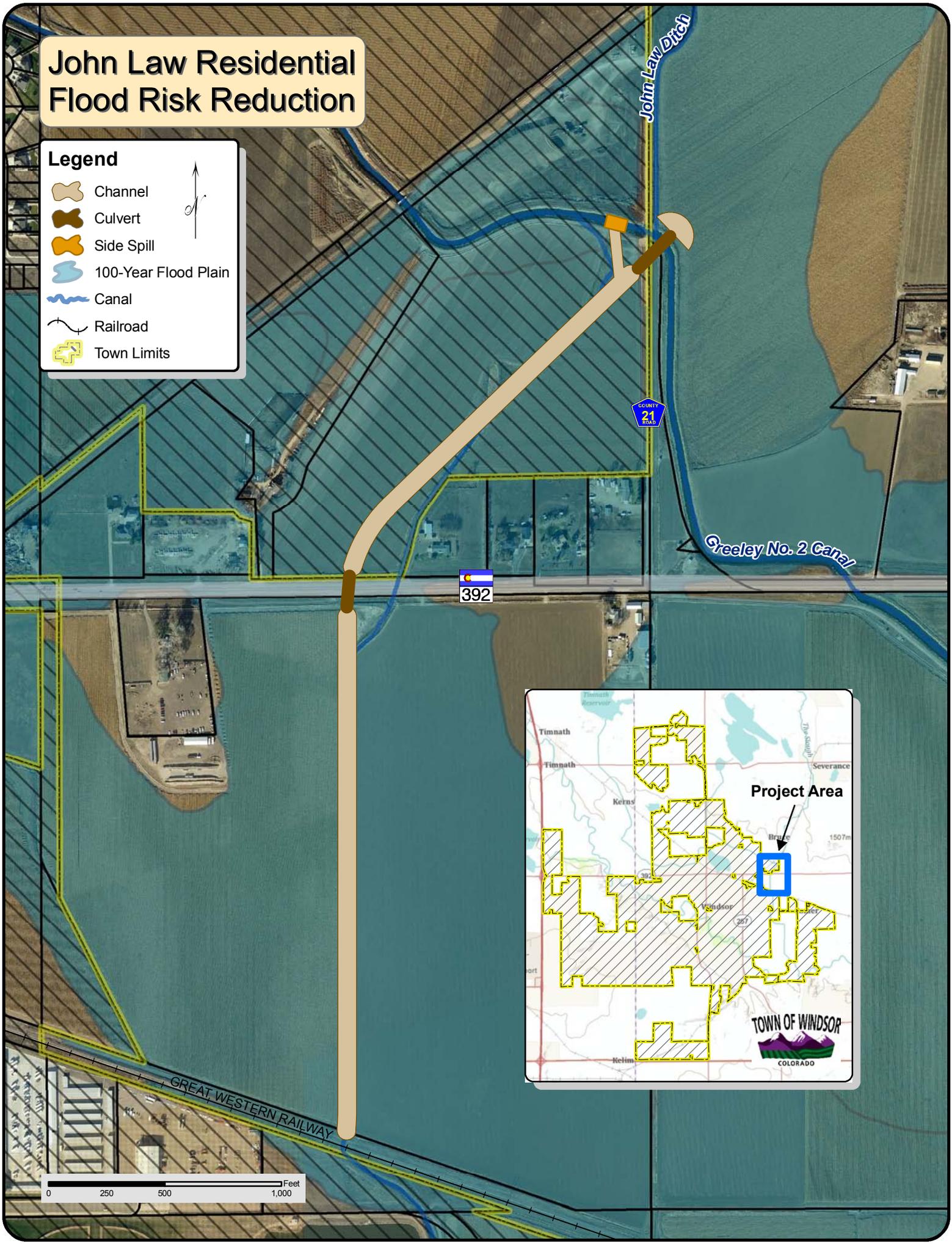
The proposed improvements involve oversizing the John Law Ditch from the Greeley No. 2 Canal south past SH 392 to the railroad tracks. Box culverts will be installed under the Greeley No. 2 Canal, WCR 21 and SH 392. Please see the attached exhibit detailing the box culvert locations and channel improvements.

Proposed improvements will contain and convey flood flows up to 10% annual frequency of occurrence (i.e. 10 year flooding event). The proposed improvements will not have significant impact on the 1% annual frequency of occurrence (i.e. 100 year floodplain). However, reduction of the minor events results in significant benefits as calculated in the Benefit Cost Analysis (BCA) using FEMA's BCA software.

John Law Residential Flood Risk Reduction

Legend

-  Channel
 -  Culvert
 -  Side Spill
 -  100-Year Flood Plain
 -  Canal
 -  Railroad
 -  Town Limits
- 



TOWN OF WINDSOR

RESOLUTION NO. 2013-

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE DOCUMENTS ASSOCIATED WITH GRANT FUNDING FOR THE LAW DITCH PRE-DISASTER MITIGATION PROJECT (FEMA PROJECT NO. PDMC-PJ-08-CO-2011-003) WITHIN THE TOWN OF WINDSOR, COLORADO

WHEREAS, the Town of Windsor (hereinafter, "Town") maintains a system of storm water drainage facilities for the safety of the community; and

WHEREAS, the Town has applied for and received approval for grant funding through the State of Colorado for storm water improvements known as the "Law Drainage Pre-Disaster Mitigation Project"; and

WHEREAS, the State of Colorado requires that signatories to agreements, reports and other documents associated with grant funding be specifically approved and authorized by the local government's governing body; and

WHEREAS, the Town Board wishes to memorialize the authority of the Town Manager as signatory for all purposes associated with the receipt, expenditure and reporting of grant funding from the State of Colorado in association with the Law Drainage Pre-Disaster Mitigation Project.

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

1. The Town Board for the Town of Windsor hereby expressly authorizes the Town Manager, Kelly Arnold, to execute all documents on the Town's behalf with respect to grant funding received from the State of Colorado with respect to the Law Drainage Pre-Disaster Mitigation Project ("Project"). Mr. Arnold is authorized to execute such agreements, documents, instruments and undertakings as may assure the Project's continued eligibility for State of Colorado grant funding for the Project.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 9th day of September, 2013.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

GRANT AGREEMENT

Between the

STATE OF COLORADO
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

And the

TOWN OF WINDSOR

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1. PARTIES

This Agreement (hereinafter called "Grant") is entered into by and between the TOWN OF WINDSOR (hereinafter called "Grantee"), and the STATE OF COLORADO acting by and through the Department of Public Safety, Division of Homeland Security and Emergency Management (hereinafter called the "State").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

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

- A. Provided, however, that authorized Pre-award Costs incurred prior to the Effective Date may be submitted for reimbursement as provided in §7(B)(v) below.
- B. Provided, however, that all Project costs specifically authorized in the FEMA Notice of Award that have been incurred after June 1, 2010 but prior to the Effective Date may be submitted for reimbursement from Federal Funds, as provided in §7(B)(v) below.
- C. Provided, however, that all or some of the costs or expenses incurred by Grantee prior to the Effective Date which have been or will be paid from Matching Funds, if such costs or expenses are properly documented as eligible expenses in (INSERT FEDERAL GRANT AUTHORIZATION USC REFERENCE), may be reimbursed from such Matching Funds, as provided in §7(B)(v) below.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §24-1-128.6, funds have been budgeted, appropriated and otherwise made available pursuant to said statute and ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT, SECTION 203, 42 U.S.C 5133; and a sufficient unencumbered balance remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

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

C. Purpose

Grant funds are hereby made available for the purpose of enhancing Homeland Security and Emergency Management related Prevention, Protection, Mitigation, Response and Recovery capabilities throughout the State, as more specifically described in the Statement of Work, attached as **Exhibit B**.

D. References

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

4. DEFINITIONS

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

A. Budget

"Budget" means the budget for the Work described in **Exhibit B**.

B. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in **§8** and **Exhibit B**.

C. Exhibits and Other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Federal Laws).
- ii. Exhibit B (Statement of Work - Reporting and Administrative Requirements - Budget).
- iii. Exhibit C (Federal Funding Accountability and Transparency Act of 2006 – FFATA).
- iv. Exhibit D (Additional Federal Agency Requirements).
- v. Form 1 (Grant Funding Change Letter).

D. Federal Funds

“Federal Funds” means the funds provided by FEMA to fund performance of the Work, which may be used to reimburse Pre-award Costs, if authorized in this Grant.

E. Goods

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

F. Grant

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

G. Grant Funds

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

H. Matching Funds

“Matching Funds” means funds provided by the Grantee for performance of the Work, which may be either cash or in-kind funds, as permitted and specified in **Exhibit B**. Matching Funds cannot include any Federal Funds, and State Matching Funds may not be used to reimburse Pre-award Costs, unless authorized in this Grant.

I. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

J. Pre-award Costs

“Pre-award Costs,” when applicable, means the costs incurred or performance of Work by Grantee or Sub-grantees prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and identified in the Statement of Work, attached hereto as **Exhibit B**.

K. Program

“Program” means the grant program, as specified on the first page, which provides funding for this Grant.

L. Project

“Project” means the total project, as specified on the first page, which is the purpose of the Work described in **Exhibit B**.

M. Review

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

N. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

O. Sub-grantee

“Sub-grantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

P. Work

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

Q. Work Product

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

5. TERM and EARLY TERMINATION

A. Initial Term

Unless otherwise permitted in §2 above, the Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on 12/31/2015 unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension

thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

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

B. Goods and Services

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

C. Employees

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

7. PAYMENTS TO GRANTEE

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

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$1,540,736.65**, as determined by the State from available funds. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices or reimbursement requests (referred to as "invoices" herein) to the State in the form and manner set forth and approved by the State. If permitted by the federal Program, the State may pay certain eligible, Pre-award Costs incurred within the applicable federal grant period from Federal Funds or Matching Funds.

ii. Interest

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

iii. Available Funds-Contingency-Termination

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

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other

grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

v. Retroactive Payments

The State shall pay Pre-award Costs only if (1) the FEMA Notice of Award allows reimbursement for Pre-award Costs by a Grantee or Subgrantee from Federal Funds or Matching Funds, or (2) the Pre-award Costs have been specifically detailed in Grantee's grant application, authorized by the State and incorporated in the Budget for the Work described in **Exhibit B**. Any such retroactive payments shall comply with State Fiscal Rules and Grantee and any Subgrantees shall have complied with all federal laws, rules and regulations applicable to the Work before the State shall make such payments. Grantee shall initiate any retroactive payment request by submitting invoices to the State that set out Grantee's compliance with the provisions of this Grant.

C. Use of Funds

Grant Funds shall be used only for eligible costs so identified in the Budget. Grantee may request budget modifications by submitting a written Grant Change Request to the State. In response to such requests, the State may, in its sole discretion, agree to modify, adjust, and revise the Budget, delivery dates, and the goals and objectives for the Work, and make such other modifications that do not change the total amount of the Budget.

D. Matching Funds

If applicable, Grantee shall provide Matching Funds as provided in **Exhibit B**.

8. REPORTING - NOTIFICATION

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

A. Performance, Progress, Personnel, and Funds

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

B. Litigation Reporting

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

C. Noncompliance

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

D. Subgrants

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

9. GRANTEE RECORDS

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

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: **(i)** a period of three years after the date the underlying Grant to the State is completed, terminated or **(ii)** final payment is made hereunder, whichever is later, or **(iii)** for such further period as may be necessary to resolve any pending matters, or **(iv)** if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period as set forth in §9(A), to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring

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

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

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

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

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

C. Use, Security, and Retention

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

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

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

12. REPRESENTATIONS AND WARRANTIES

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

A. Standard and Manner of Performance

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

B. Legal Authority – Grantee and Grantee's Signatory

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

C. Licenses, Permits, Etc.

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

13. INSURANCE

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

A. Grantee

i. Public Entities

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

ii. Non-Public Entities

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

B. Grantees and Sub-Grantees

Grantee shall require each Grant with Sub-grantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Sub-grantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket Grantual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Sub-grantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

iii. Automobile Liability

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

iv. Additional Insured

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

v. Primacy of Coverage

Coverage required of Grantee and Sub-grantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

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

vii. Subrogation Waiver

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

C. Certificates

Grantee and all Sub-grantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Sub-grantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any sub-grant, Grantee and each Sub-grantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner,

constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

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

A. Termination for Cause and/or Breach

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

i. Obligations and Rights

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

ii. Payments

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

iii. Damages and Withholding

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

B. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

C. Remedies Not Involving Termination

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

i. Suspend Performance

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

ii. Withhold Payment

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

iii. Deny Payment

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

iv. Removal

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

v. Intellectual Property

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

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy

notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Kevin R. Klein, Director
Department of Public Safety, Division of Homeland Security and Emergency Management
690 Kipling Street, Suite 2000
Denver, CO 80215
Kevin.Klein@cdps.state.co.us

B. Grantee:

Doug Roth
Civil Engineer
Town of Windsor Engineering Department
301 Walnut Street
Windsor, CO 80550-5141
droth@windsorgov.com

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

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

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado and the Grantee, their respective departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the

end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Division of Homeland Security and Emergency Management, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subgrants

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

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

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

D. Counterparts

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

E. Entire Understanding

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

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

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

H. List of Selected Applicable Laws

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

I. Modification

i. By the Parties

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

ii. By Operation of Law

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

iii. Grant Funding Change Letter

The State may increase or decrease Grant Funds available under this Grant using a Grant Funding Change Letter substantially equivalent to attached **Form 1**. The provisions of the Grant Funding Change Letter shall become part of and be incorporated into this Grant agreement. The Grant Funding Change Letter is not valid until it has been approved by the State Controller or designee.

J. Order of Precedence

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

- i.** Exhibit C (Federal Funding Accountability and Transparency Act)
- ii.** Colorado Special Provisions
- iii.** The provisions of the main body of this Grant
- iv.** Exhibit A (Applicable Federal Laws)
- v.** Exhibit B (Statement of Work)
- vi.** Exhibit D (Additional Federal Agency Requirements)

K. Severability

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

L. Survival of Certain Grant Terms

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

M. Taxes

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

N. Third Party Beneficiaries

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

O. Waiver

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

P. CORA Disclosure

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

21. COLORADO SPECIAL PROVISIONS

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

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW.

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

G. BINDING ARBITRATION PROHIBITED.

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

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not

acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

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

K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

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

L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

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

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

<p style="text-align: center;">GRANTEE TOWN OF WINDSOR</p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John Hickenlooper, GOVERNOR Department of Public Safety, Division of Homeland Security and Emergency Management Kevin R. Klein, Director</p> <p>_____</p> <p style="text-align: center;">By: Kevin R. Klein, Director</p> <p>Date: _____</p>
<p style="text-align: center;">2nd Grantee Signature if Needed</p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____</p> <p style="text-align: center;">Signature – Assistant Attorney General</p> <p>Date: _____</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

<p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Colorado Department of Public Safety, Maggie Leiman, Contracts Administrator</p> <p>Date: _____</p>
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EXHIBIT A – APPLICABLE FEDERAL LAWS AND STATE GRANT GUIDANCE

The following are incorporated into this contract without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. Sections 6101, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634
3. Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq.
4. Equal Pay Act of 1963, 29 U.S.C. 206(d)
5. Immigration Reform and Control Act of 1986, 8 U.S.C. 1324b
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e
9. Title IX of the Education Amendment of 1972, 20 U.S.C. 1681, et seq.
10. Section 24-34-301, et seq., Colorado Revised Statutes 1997, as amended
11. The applicable of the following:
 - 11.1. Cost Principals for State, Local and Indian Tribal Governments, 2 C.F.R. 225, (OMB Circular A-87);
 - 11.2. Cost Principals for Education Institutions, 2 C.F.R. 220, (OMB Circular A-21);
 - 11.3. Cost Principals for Non-Profit Organizations, 2 C.F.R. 230, (OMB Circular A-122), and
 - 11.4. Audits of States, Local Governments, and Non-Profit Organizations (OMB Circular A-133); and/or the Colorado Local Government Audit Law, 29-1-601, et seq, C.R.S., and State implementing rules and regulations.
 - 11.5. Immigration Status -Cooperation with Federal Officials, CRS 29-29-101, et seq.
 - 11.6. Davis-Bacon Act, 40 U.S.C. SS 276a to 276a-7.
 - 11.7. Copeland Act, 40 U.S.C. S 276c and 18 U.S.C. SS 874.
 - 11.8. Contract Work Hours and Safety Standards Act, 40 U.S.C. SS 327-333, regarding labor standards for federally assisted construction sub-awards.
 - 11.9. Wild and Scenic Rivers Act of 1968, 16 U.S.C. SS 1271 et. seq., related to protecting components or potential components of the national wild and scenic rivers system.
 - 11.10. National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, Executive Order No. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et. seq.
 - 11.11. Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5121 et seq., as amended.
 - 11.12. National Flood Insurance Act of 1968, 42 U.S.C. 4001 et. seq.
 - 11.13. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 104.
 - 11.14. Department of Defense Authorization Act of 1986, Title 14, Part B, Section 1412, Public Law 99-145, 50 U.S.C. 1521.
 - 11.15. USA PATRIOT Act of 2001, (Pub. L. 107-56).
 - 11.16. Digital Television Transition and Public Safety Act of 2005, (Pub L. 109-171)
12. Federal Emergency Management Agency, Department of Homeland Security Regulations: All Applicable Portions of 44 CFR Chapter 1, with the following Parts specially noted and applicable to all grants of FEMA/DHS funds:
 - 12.1 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 44 C.F.R. 13.
 - 12.2 Governmentwide Debarment and Suspension (Nonprocurement) and Requirements for Drug-Free Workplace, 44 C.F.R. 17.
 - 12.3 New Restrictions on Lobbying, 44 C.F.R. 18.
13. Privacy Act of 1974, 5 U.S.C. S 5529 and Regulations adopted thereunder (44 C.F.R. 6).
14. Prohibition against use of Federal Funds for Lobbying, 31 U.S.C. 1352
15. None of the funds made available through this agreement shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act, 42 U.S.C. 8251 et. Seq., or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
16. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992, 42 U.S.C. 13212.
17. Buy American Act, 41 U.S.C. 10a et seq.
18. Relevant Federal and State Grant Program Guidance

**EXHIBIT B- STATEMENT OF WORK-REPORTING & ADMINISTRATIVE REQUIREMENTS-
BUDGET**

1. GENERAL DESCRIPTION OF THE PROJECT(S).

1.1 Project Description. The purpose of this project is to reduce the flooding risk to residential homes located in the John Law Ditch floodplain by improving the conveyance capacity of a portion (approximately 4,000 foot reach) of the John Law Ditch. The improvements will be designed to convey flood discharges up to a 10% annual frequency of occurrence (i.e. 10 year return period). The improvements include replacement of the twin box culverts beneath Weld County Road 21, replacement of twin box culverts beneath State Highway 392 and widening and realigning a portion of the John Law Ditch.

1.2 Project Expenses. Project expenses include the costs to hire the contractor(s) to complete the project described in §1.1. All eligible expenses are listed in the budget table in §7 of this Exhibit B.

1.3 Non-Federal Match: This non-federal match section [check one] applies to or does not apply to this Grant. If it applies, this Grant requires a non-federal match contribution of 25% of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required with each drawdown request. The match [check one] may or may not include in-kind match.

2. DELIVERABLES: Sample Text Only

2.1 Grantee shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in §3 of this Exhibit B.

2.2 List additional grant deliverables. One electronic copy of the completed and approved multi-hazard risk analysis will be delivered to the OEM prior to the termination date of this Grant. The OEM will submit the product to FEMA for review and approval. If FEMA requires any revisions before they approve the analysis, Grantee will make such revisions to ensure it will be approved by FEMA within 60 days of the receipt of FEMA’s notice of necessary changes.

3. REPORTING REQUIREMENTS:

3.1 Quarterly Financial Status and Progress Reports. The project(s) approved in this Grant are to be completed on or before the termination date stated in §5 of the Grant Agreement. Grantee shall submit quarterly financial status and programmatic progress reports for each project identified in this agreement using the forms provided by the Division of Homeland Security and Emergency Management throughout the life of the grant. One copy of each required report with original or electronic signatures shall be submitted in accordance with the schedule below: (The order of the reporting period quarters below are irrelevant to the grant. If the grant is open during the “report period” reports for that period are due on the dates listed. If the grant is for more than one year, reports are due for every quarter that the grant remains open.)

Report Period	Due Date
October – December	January 30
January –March	April 30
April – June	July 24
July – September	October 30

3.2 Final Reports: Grantee shall submit final financial status and progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period. If all projects are completed before the end of the grant period, the final report may be submitted at any time before its final due date. Further reports

are not due after the Division of Homeland Security and Emergency Management has received, and sent notice of acceptance of the final grant report.

4. TESTING AND ACCEPTANCE CRITERIA:

The Division of Homeland Security and Emergency Management shall evaluate this Project(s) through the review of Grantee submitted financial and progress reports. The Division of Homeland Security and Emergency Management may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management and other requirements of this grant. The Division of Homeland Security and Emergency Management will notify Grantee in advance of such on-site monitoring.

5. PAYMENT:

5.1 Payment Schedule: Grantee shall submit requests for reimbursement using the Division of Homeland Security and Emergency Management's provided form at least quarterly. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required financial reports. All requests shall be for eligible actual expenses incurred by Grantee, as described in detail in the budget table(s) of this Exhibit. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution. If any financial or progress reports are delinquent at the time of a payment request, the Division of Homeland Security and Emergency Management may withhold such reimbursement until the required reports have been submitted.

5.2 Payment Amount: If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

5.3 Remittance Address. If mailed, payments shall be sent to the representative identified in §16 of the Grant:

Town of Windsor
301 Walnut Street
Windsor, CO 80550

6. ADMINISTRATIVE REQUIREMENTS:

Required Documentation: Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

6.1 Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

6.1.1 Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding \$5,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$5,000 or more are prominently marked in a manner similar to the following: Purchased with funds provided by the U.S. Department of Homeland Security.

6.1.2 Services. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

6.2 Procurement: A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:

6.2.1 Any sole source transaction in excess of \$100,000 shall be approved in advance by the Division of Homeland Security and Emergency Management.

6.2.2 Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that

provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

- 6.2.3 Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Sub-grantees should review contractor debarment information on <http://www.epls.gov>.
- 6.2.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the phrase -“This project was supported by grant #11PDM14TW, issued by the Division of Homeland Security and Emergency Management.”
- 6.2.5 Grantee shall verify that all purchases are listed in **\$1 or \$7** of this Exhibit. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L) for the grant period on the Responder Knowledge Base (RKB), at <http://www.rkb.mipt.org>. Additionally, funds used to support emergency communications activities should comply with the FY 2012 SAFECOM Guidance for Emergency Communication Grants, at <http://www.safecomprogram.gov>
- 6.2.6 Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$5,000 or more, are assigned without the prior written consent of the Division of Homeland Security and Emergency Management.
- 6.2.7 Grantee shall ensure that all funds are needed to supplement and not to supplant the Grantee’s own funds.

6.3 Additional Administrative Requirements: As this project includes construction components, the approved EHP review(s) must be complied with throughout the project, and the FEMA required Mitigation and Stipulations described in Exhibit D must be completed and documented before the project can be closed out. The Grantee shall comply with all applicable Federal, State and Local EHP requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws, including: National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Grantee must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require reevaluation for compliance with these EHP requirements. If ground disturbing activities occur during the project implementation, the Grantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify FEMA and the State Historic Preservation Office.

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7. BUDGET:

<i>Project Activity/Line Item</i>	<i>Federal Share up to 75%: \$1,540,736.65 Matching Non-Federal Share at least 25%: \$684,041.81</i>
	Total for Category/Line Item Grant Funds and Grantee Matching Contribution
Contractual (Pre-Award Hydraulic Study)	\$18,225.00
Contractual (Architectural Engineering Basic Fees)	\$330,594.10
Contractual (Land, Structures, Right-of-Way)	\$374,000.00
Contractual (Construction and Project Improvement, Demolition and Removal)	\$1,501,959.36
Total Budget	\$2,224,778.46

- Though the match share displayed above is more than 25% of the total project, up to 75% of the submitted expenditures may be reimbursed under this award up to the federal award amount.

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EXHIBIT C – FFATA Provisions

**State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As
Amended
As of 10-15-10**

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. “Award” means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

1.1.1. Grants;

1.1.2. Contracts;

1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.4. Loans;

1.1.5. Loan Guarantees;

1.1.6. Subsidies;

1.1.7. Insurance;

1.1.8. Food commodities;

1.1.9. Direct appropriations;

1.1.10. Assessed and voluntary contributions; and

1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award does not include:

1.1.12. Technical assistance, which provides services in lieu of money;

1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.14. Any award classified for security purposes; or

1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. “Central Contractor Registration (CCR)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.bpn.gov/ccr>.

1.3. “Contract” means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.4. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.5. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity.

Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.

1.6. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;

1.6.1. A governmental organization, which is a State, local government, or Indian Tribe;

- 1.6.2. A foreign public entity;
- 1.6.3. A domestic or foreign non-profit organization;
- 1.6.4. A domestic or foreign for-profit organization; and
- 1.6.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.7. "Executive" means an officer, managing partner or any other employee in a management position.
- 1.8. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.9. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."
- 1.10. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.
- 1.11. "Subaward" means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.12. "Subrecipient" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.
- 1.13. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's Central Contractor Registration (CCR) profile, if applicable.
- 1.14. "Supplemental Provisions" means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.15. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
2. Compliance. Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado

may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. Central Contractor Registration (CCR) and Data Universal Numbering System (DUNS) Requirements.

3.1. CCR. Contractor shall maintain the currency of its information in the CCR until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update the CCR information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. Total Compensation. Contractor shall include Total Compensation in CCR for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and

4.2. In the preceding fiscal year, Contractor received:

4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. Reporting. Contractor shall report data elements to CCR and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

6. Effective Date and Dollar Threshold for Reporting. The effective date of these supplemental provisions applies to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

7. Subrecipient Reporting Requirements. If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To CCR. A Subrecipient shall register in CCR and report the following data elements in CCR for each Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

11PDM14TW
CMS# 59811

7.2.1 Subrecipient's DUNS Number as registered in CCR.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Supplemental Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

9. Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

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EXHIBIT D – ADDITIONAL STATE AND FEDERAL AGENCY REQUIREMENTS

U.S. Department of Homeland Security
Region VIII
Denver Federal Center, Building 710
P.O. Box 25267
Denver, CO 80225-0267



FEMA

R8-MT-HM

July 19, 2013

Dave Hard, Director
Colorado Division of Emergency Management
9195 E. Mineral Avenue, Suite 200
Centennial, CO 80112

Attention: Marilyn Gally, SHMO

Re: PDMC-PJ-08-CO-2011-003
Windsor, Colorado John Law Floodplain 2011 Residential Flood Risk Reduction

Dear Mr. Hard:

The above referenced PDMC subgrant is approved for \$1,540,736.65 federal share. The Grantee is responsible for completion of all subgrants within the Grant period of performance per the HMA 2011 Guidance, Part VI, B.4. Once received, the subgrant should be awarded by the Grantee within 45 days from the date of this letter, and the subgrantee must then begin work immediately.

As this letter only highlights a few of the items in the Agreement Articles, please carefully review the Agreement Articles with the awarding documents in the eGrants system which references the rules and regulations that govern the PDMC program. Quarterly reports must be completed until the subgrant is officially reconciled by FEMA. Quarterly performance and financial reports are due on January 31, April 30, July 31, and October 31. Upon completion of this subgrant, all closeout documentation must be submitted to FEMA within 90 days per requirement.

Enclosed are environmental document(s) for this subgrant. In your award letter to the subgrantee, please send them a copy of these documents and make them aware of the importance of complying with all conditions of the Record of Environmental Consideration (REC). Failure to comply with the environmental conditions could jeopardize or delay federal funding and the success of the subgrant.

As you know, an approved subgrant cannot be changed in any way once awarded without authorization from FEMA. Any proposed changes to the scope of work, including design, permitting, or construction activities as described in the environmental documentation must be immediately reported to FEMA and will require additional environmental review. Any correspondence between the subgrantee and federal, state or local agencies related to environmental issues post award must also be reported.

Dave Hard
July 19, 2013
Page 2

It is the responsibility of the subgrantee to monitor the environmental conditions stated in the environmental document and report compliance in their quarterly reports. Once the subgrant is complete and ready for closeout, FEMA requires a description of how the environmental conditions were met, a signed copy of the enclosed Environmental Closeout Declaration form, and any copies of required permits not previously submitted with quarterly reports.

We will work closely with you and your staff to ensure the success of the subgrant. FEMA's goal for all approved subgrants is for work to begin immediately and to be completed within the Grant performance period. Please be aware that this subgrant and future subgrants may be disallowed for non-performance per 44 CFR Part 13.43, or for violation of any Federal, state, or local environmental law or regulation.

If you have any questions or concerns regarding the award of this subgrant, please call Rich Hansen, Colorado's HMA program manager, at 303-235-4807.

Sincerely,

mike hillenburg

Mike Hillenburg
Hazard Mitigation Assistance Branch Chief

Digitally signed by mike hillenburg
DN: cn=mike hillenburg, o=FEMA,
ou=Mitigation,
email=mike.hillenburg@dhs.gov, c=US
Date: 2013.07.19 15:56:27 -06'00'

Enclosures: REC
Environmental Closeout Procedures
Environmental Closeout Declaration Form

ENVIRONMENTAL CLOSEOUT DECLARATION:

This form must be signed after project completion and submitted as part of the grant closeout documentation. Also, please provide comments to each of the stipulations explaining how the requirements were met.

I attest that all conditions listed in the approved project's environmental document were followed and the appropriate permits and documentation are attached.

Project Title

Name of Applicant or Applicant's Agent (Print)

Title

Signature of Applicant or Applicant's Agent

Date

ENVIRONMENTAL CLOSEOUT PROCEDURES

Because the environmental laws fall within FEMA's area of responsibility, verification that the requirements of the environmental documents were met must be provided at the time of grant closeout. The applicant or applicant's agent must certify the conditions stated in the Catex or Fonsi document were met, attach all copies of permits and other required documentation, and submit to FEMA with the closeout packet.

Examples of conditions of environmental documents (not all inclusive):

1. Stormwater permits (EPA's NPDES; Section 401 of the Clean Water Act)
2. Dike permit
3. Army Corps of Engineers Section 10 or 404 permits
4. Floodplain development permit
5. Local permits for debris removal; abandonment of private wells, asbestos, etc.
6. Documentation that agency recommendations such as Best Management Practices (mitigation) were followed
7. Documentation that applicant received coordinated approvals from agencies on final design or plan where requested

This process begins at the time of grant award by the State. The applicant will have already received a copy of the environmental documentation from FEMA staff outlining the conditions to be met. The State should further emphasize the applicant's responsibilities. The HMA quarterly Performance Report must reflect the progress being made on environmental conditions.

The applicant must sign FEMA's Environmental Closeout Declaration and attach a statement or explanation of what action was taken to address each condition or explain why an action was not required. Copies of all permits must be attached.

Funding will be jeopardized if environmental conditions are not followed and required permits are not obtained.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
FINDING OF NO SIGNIFICANT IMPACT (FONSI)**

**John Law Ditch Flood Mitigation Project
Windsor, Colorado January 2013**

BACKGROUND

The Town of Windsor, Colorado has requested funding through Department of Homeland Security's Federal Emergency Management Agency's (FEMA) Pre-Disaster Mitigation program (PDMC PJ-08-CO-2011-003), to improve the conveyance capacity of a 4,000-foot reach of the John Law Ditch in Weld County Colorado. In accordance with the National Environmental Policy Act (NEPA) of 1969, National Historic Preservation Act (NHPA), Executive Order 11988, Executive Order 11990, and the implementing regulations of FEMA, an Environmental Assessment (EA) was prepared to assess the potential impacts on the human and natural environment, and is incorporated by reference. The draft EA was available for public review and comment for 15 days; no substantive comments were received.

PROJECT DESCRIPTION

The purpose of the proposed project is to reduce the chance of flooding of the John Law Ditch during future precipitation events up to and including 10-year event. The applicant has established the need to improve the conveyance capacity of a 4,000-foot reach of John Law Ditch in a manner that would prevent flooding of State Highway 392 (SH392), Weld County Road 21 (WCR 21), and multiple residential structures during flood events.

In the Draft Environmental Assessment (EA), the following two alternatives were considered: (1) a No Action Alternative, which considered the consequences of taking no action, and (2) Alternative 2, which includes replacement of the twin box culverts beneath WCR 21, replacement of twin box culverts beneath SH 392, and widening and realigning a portion of John Law Ditch. The Proposed Action would involve construction activities in the floodway and 100-year floodplain, and affect approximately 1 acre of wetlands and Waters of the U.S. (WOUS), and adverse effects to historic properties as a result of this project have been identified. Appropriate measures to address these actions and effects are included as mitigation and stipulations below.

MITIGATION AND STIPULATIONS

The resulting mitigation and stipulations upon which this finding is conditioned are:

- Prior to construction, the project sponsor must obtain the appropriate Clean Water Act, Section 404 permit from the U.S. Army Corps of Engineers and comply with all project conditions, including wetland mitigation requirements.
- The City must obtain and comply with a CGPS "General Stormwater Discharges Associated with Construction Activities" permit and any other applicable Clean Water Act Section 401 Water Quality certifications.

-
- All excavation and vegetation removal activities would be completed in accordance with Best Management Practices (BMPs) to reduce impacts to soils and water resources.
 - Any excess excavated soil would be stockpiled at one of the identified existing stockpile areas.
 - The applicant will obtain the appropriate State Air Pollutant Emission permit from CDPHE Air Pollution Control Division.
 - The project sponsor would need to obtain a floodplain development permit from the local Floodplain Administrator.
 - Disturbed areas along the banks of the ditch would be revegetated using native grass species.
 - All construction activities would occur when the ditch is dry and BMPs would be implemented to limit downstream sedimentation.
 - During the construction period, use of standard BMPs to address short-term impacts to soils, water quality, air quality, ambient noise levels, equipment maintenance, safety, transportation and utility services is required.
 - The project sponsor must comply with all stipulations in the Memorandum of Agreement to mitigate potential adverse impacts to historic properties. Additionally, if cultural resources are encountered during project activities, work would be stopped and FEMA and the Colorado State Historic Preservation Officer (SHPO) will be notified.
 - Access to all properties would be maintained during construction activities. Residents would be notified of any road closures and detours.
 - All equipment would be fitted with noise reducing features (e.g., mufflers) and construction activities would be limited to daytime hours.

Based upon the information contained in the referenced EA completed in accordance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, FEMA's implementing regulations (44 CFR Part 9 and Part 10) for environmental considerations, and Executive Orders (EO) addressing Floodplains (EO 11988), Wetlands (EO 11990), and Environmental Justice (EO 12898), it is found that the proposed project, with the prescribed mitigation measures and stipulations, would have no significant adverse impact on the human environment. As a result of this **Finding of No Significant Impact (FONSI)**, an Environmental Impact Statement will not be prepared. Construction may proceed beginning 15 days after the date of this document

APPROVAL



Steven E Hardegen
FEMA Region VIII Environmental Officer

01/10/2013

Date

07/19/2013
20:16:12

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

RECORD OF ENVIRONMENTAL CONSIDERATION REPORT(REC)

Project ID: PDMC-PJ-08-CO-2011-003 (0)

Title: Windsor, Colorado - John Law Floodplain -2011 Residential Flood Risk Reduction

NEPA DETERMINATION

Non Compliant Flag: No **EA Draft Date:** 10/17/2012 **EA Final Date:** 01/09/2013
EA Public Notice Date: 10/18/2012 **EA Fonsi Date:** 01/10/2013 **Level:** EA
EIS Notice of Intent Date: **EIS ROD Date:**

Comments: The proposed project is to improve the conveyance capacity of a 4,000-foot reach of John Law Ditch in a manner that would prevent flooding of State Highway 392 (SH392), Weld County Road 21 (WCR 21), and multiple residential structures during flood events by replacement of the twin box culverts beneath WCR 21, replacement of twin box culverts beneath SH 392, and widening and realigning a portion of John Law Ditch. The Proposed Action would involve construction activities in the floodway and 100-year floodplain, and affect approximately 1 acre of wetlands and Waters of the U.S. (WOUS), and adverse effects to historic properties as a result of this project have been identified. - rmyers1 - 02/05/2013 22:53:45 GMT

EXTRAORDINARY CIRCUMSTANCES

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comments
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	See attached EA and FONSI for project conditions. - rmyers1 - 02/05/2013 23:00:09 GMT
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would affect waters, including wetlands, of the U.S.	John Law Ditch is considered jurisdictional WOUS and an Individual Section 404 Permit would be required for this project. See attached EA and FONSI for project conditions. - rmyers1 - 02/05/2013 23:12:04 GMT
	Completed	Project may require Section 404/401 or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	There are no practicable alternatives to locating the Proposed Action in the 100-year floodplain. Post-project, the ditch would be able to convey up to a 10-year event within the channel and provide protection from flooding associated with such an event to 10 residential properties. The Proposed Action would not contribute to development within the 100-year

NOTE: All times are GMT using a 24-hour clock.

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20:16:12

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

RECORD OF ENVIRONMENTAL CONSIDERATION REPORT(REC)

Project ID: PDMC-PJ-08-CO-2011-003 (0)

Title: Windsor, Colorado - John Law Floodplain -2011 Residential Flood Risk Reduction

Environmental Law/ Executive Order	Status	Description	Comments
	Completed	Beneficial Effect on Floodplain Occupancy/Values - Review concluded	floodplain and would not affect the functions or values of the floodplain within or downstream of the project area. See attached EA and FONSI for project conditions. - rmyers1 - 02/05/2013 23:05:57 GMT
Executive Order 11990 - Wetlands	Completed	Located in wetlands or effects on wetlands	The Proposed Action would affect approximately 1 acre of WOUS and wetlands. Post-project, the modified channel would include a low-flow channel designed to mimic the existing channel. The banks would be revegetated with native grass species and the low-flow channel would allow wetland vegetation to re-establish once construction is completed. No net loss of wetlands is anticipated. See attached EA and FONSI for project conditions. - rmyers1 - 02/05/2013 23:08:51 GMT
	Completed	Possible adverse effect associated with constructing in or near wetland	
	Completed	Review completed as part of floodplain review - Review concluded	
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	On April 30, 2012, the USFWS stated they had no concerns regarding the Proposed Action with regard to the non-flow depletion species. See attached EA and FONSI for project conditions. - rmyers1 - 02/05/2013 22:58:21 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	See attached EA and FONSI for project conditions. - rmyers1 - 02/05/2013 23:00:21 GMT
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	

NOTE: All times are GMT using a 24-hour clock.

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FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

RECORD OF ENVIRONMENTAL CONSIDERATION REPORT(REC)

Project ID: PDMC-PJ-08-CO-2011-003 (0)

Title: Windsor, Colorado - John Law Floodplain -2011 Residential Flood Risk Reduction

Environmental Law/ Executive Order	Status	Description	Comments
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	See attached EA and FONSI for project conditions. - rmyers1 - 02/05/2013 22:59:30 GMT
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	In a letter dated August 24, 2012 FEMA sent their determination that the proposed undertaking would have no adverse effect to historic properties to the SHPO. The SHPO did not concur with this finding (October 17, 2012) A Memorandum of Agreement (MOA) was developed. See attached EA and FONSI for project conditions. - rmyers1 - 02/05/2013 23:47:41 GMT
	Completed	Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review	
	Completed	Determination of Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached)	
	Completed	Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence attached)	
	Completed	Resolution of Adverse Effect completed. (MOA attached) - Review concluded	
	Completed	Project affects undisturbed ground	
	Completed	Project area has no potential for presence of archeological resources	
	Completed	Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation attached) - Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

NOTE: All times are GMT using a 24-hour clock.

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FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

RECORD OF ENVIRONMENTAL CONSIDERATION REPORT(REC)

Project ID: PDMC-PJ-08-CO-2011-003 (0)

Title: Windsor, Colorado - John Law Floodplain -2011 Residential Flood Risk Reduction

Special Conditions required on implementation of Projects:

The resulting mitigation and stipulations upon which this finding is conditioned are:

Prior to construction, the project sponsor must obtain the appropriate Clean Water Act, Section 404 permit from the U.S. Army Corps of Engineers and comply with all project conditions, including wetland mitigation requirements.

The City must obtain and comply with a CGPS General Stormwater Discharges Associated with Construction Activities permit and any other applicable Clean Water Act Section 401 Water Quality certifications.

All excavation and vegetation removal activities would be completed in accordance with Best Management Practices (BMPs) to reduce impacts to soils and water resources.

Any excess excavated soil would be stockpile at one of the identified existing stockpile areas.

The applicant will obtain the appropriate State Air Pollutant Emission permit from CDPHE Air Pollution Control Division.

The project sponsor would need to obtain a floodplain development permit from the local Floodplain Administrator.

Disturbed areas along the banks of the ditch would be revegetated using native grass species.

All construction activities would occur when the ditch is dry and BMPs would be implemented to limit downstream sedimentation.

During the construction period, use of standard BMPs to address short-term impacts to soils, water quality, air quality, ambient noise levels, equipment maintenance, safety, transportation and utility services is required.

The project sponsor must comply with all stipulations in the Memorandum of Agreement to mitigate potential adverse impacts to historic properties. Additionally, if cultural resources are encountered during project activities, work would be stopped and FEMA and the Colorado State Historic Preservation Officer (SHPO) will be notified.

Access to all properties would be maintained during construction activities. Residents would be notified of any road closures and detours. All equipment would be fitted with noise reducing features (e.g., mufflers) and construction activities would be limited to daytime hours.

Source of condition: NEPA Determination

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

NOTE: All times are GMT using a 24-hour clock.

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U.S. Department of Homeland Security
Region VIII
Denver Federal Center, Building 710
P.O. Box 25267
Denver, CO 80225-0267



FEMA

R8-Mission Support Div/GMB

July 25, 2013

Mr. Dave Hard
Director, Colorado Division of Emergency Management
9195 E. Mineral Avenue, Suite 200
Centennial, Colorado 80112

Dear Mr. Hard:

We are pleased to inform you that your Application for Federal Assistance for a fiscal year 2011 PDM grant has been received and we have made an award of the amount through the eGrants system.

The PDM program is authorized by Section 203 of the Stafford Act, which allows the funding of eligible mitigation projects with up to a maximum 75% federal share. FEMA has imposed a \$3,000,000.00 federal share cap on projects to provide more opportunity for funding. The federal share of the award for the Windsor Colorado-John Law Floodplain -2011 Residential Flood Risk Reduction project (PDMC-PJ-08-CO-2011-003) is \$1,540,736.65, with at least a 25% match from the community required. The eGrants system calculates the award on a percentage basis, based on the total project cost and the federal share. The Windsor project subgrantee has pledged a local match of 30.7465136% of the total cost of the project (with 69.25348648% as the federal share).

In an overmatch situation such as this, where all of the official documents record the 69/31 match, the Grantee is limited to reimbursing the subgrantee for expenditures based upon that recorded percentage. If there are any cost savings or underruns on budget line items, the subgrantee could possibly lose a certain portion of their federal share of the award, which is not the intent of the program. As long as the local match does not go less than the 25% requirement, the grantee can override the eGrants system percentage to ensure availability of federal funds up to the federal share authorized. (in this case, the \$1,540,736.65)

If you have any questions, please contact your project officer or the Grants Management Specialist, Crystal Lehnhardt at (303) 235-4858.

Sincerely,

A handwritten signature in blue ink that reads "for Sharon K. Richey". The signature is written in a cursive style.

Sharon K. Richey
Director, Mission Support Division

cc: Program Manager
Enclosures:

FORM 1 – GRANT CHANGE LETTER

**GRANT CHANGE LETTER
NUMBER “SAMPLE ONLY”**

**To The
AGREEMENT**

Between the

**STATE OF COLORADO
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**

And

INSERT GRANTEE’S FULL LEGAL NAME (CAPITALIZED)

Date:	Original Contract #:	Original Contract CMS #	CMS Routing #
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In accordance with Section _____ of the Original Grant Agreement between the State of Colorado, acting by and through the Department of Public Safety, Division of Homeland security and Emergency Management, and Contractor's Name beginning Insert start date and ending on Insert ending date, the provisions of the Contract and any amendments thereto affected by this Grant Award Letter are modified as follows:

- Project Description.** Grantee shall perform the activities listed in Grantee’s Application dated _____, which is incorporated by reference herein in accordance with the provisions of the Original Contract.

Budget

<i>Project Activity/Line Item</i>	<i>Federal Share (Up to 50%)</i>	<i>Non-Federal Match (At least 50%)</i>	<i>Total</i>
Planning			
Operating			
Equipment			
Training			
Exercise			
Total Budget			

- 2) **Price/Cost.** The maximum amount payable by the State for performance of this Award Letter is \$ _____ and the maximum amount of Matching funds, if applicable, is \$ _____. The total amount of Homeland Security and Emergency Management activities is \$ _____.
- 3) **Performance Period.** Grantee shall complete its obligations under this Award Letter on or before _____.
- 4) **Effective Date.** The effective date hereof is upon approval of the State Controller or _____, whichever is later.
- 5) **Additional Requirements.** None

<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF PUBLIC SAFETY Division of Homeland Security and Emergency Management</p> <p>By: _____ Kevin Klein, Director</p> <p>Date: _____</p>	<p style="text-align: center;"><u>ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER</u></p> <p>CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.</p>
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<p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ "SAMPLE ONLY" Department of Public Safety</p> <p>Date: _____</p>	
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2013 MONTHLY FINANCIAL REPORT

Special points of interest:

- Highest August sales tax collection on record at \$504,765.
- Single Family Residential (SFR) building permits total 270 through the end of August. This is down slightly from the August 2012 number of 314.
- Issued 157 new business licenses in August.

Highlights and Comments

- * We recorded our highest gross sales tax collection for the single month of August.
- * August 2013 year-to-date gross sales tax increased 14.3% over August 2012.
- * Construction use tax through August even with 2012.
- * Expenditure charts reflect August figures tracking as expected.
- * Year-to-date total revenue through August exceeded expenditures by roughly \$7.3M.



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

Town Streets and Bridges Survive Snows, Hail and Flooding

Snows are expected in Colorado, although not to the extent we experienced in May. Then with the August hail storm, the snow removal equipment again had to be employed. Then of course, with the most recent flooding of the Poudre River, our streets, bridges, and trails were yet again tested. With so much extra road work, the Town of Windsor has still fared well by comparison to others.

Items of Interest

- Repair and cleanup begin after hail and flood.
- Harvest Festival on Labor Day weekend brought large crowds to Windsor.
- 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

August 2013

Benchmark = 67%	Sales Tax	Construction Use Tax	Property Tax	Combined
Budget 2013	\$5,502,998	\$1,317,445	\$4,096,598	\$10,917,041
Actual 2013	\$4,437,475	\$1,390,393	\$3,922,970	\$9,750,838
% of Budget	80.64%	105.54%	95.76%	89.32%
Actual Through August 2012	\$3,882,287	\$1,399,808	\$3,854,042	\$9,136,137
Change From Prior Year	14.30%	-0.67%	1.79%	6.73%

Ideally through the eighth month of the year you would like to see at least 67% 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 \$3,854,042 in property taxes, or 92% of the annual budget. We are slightly ahead of the 2012 pace.

Building Permit Chart

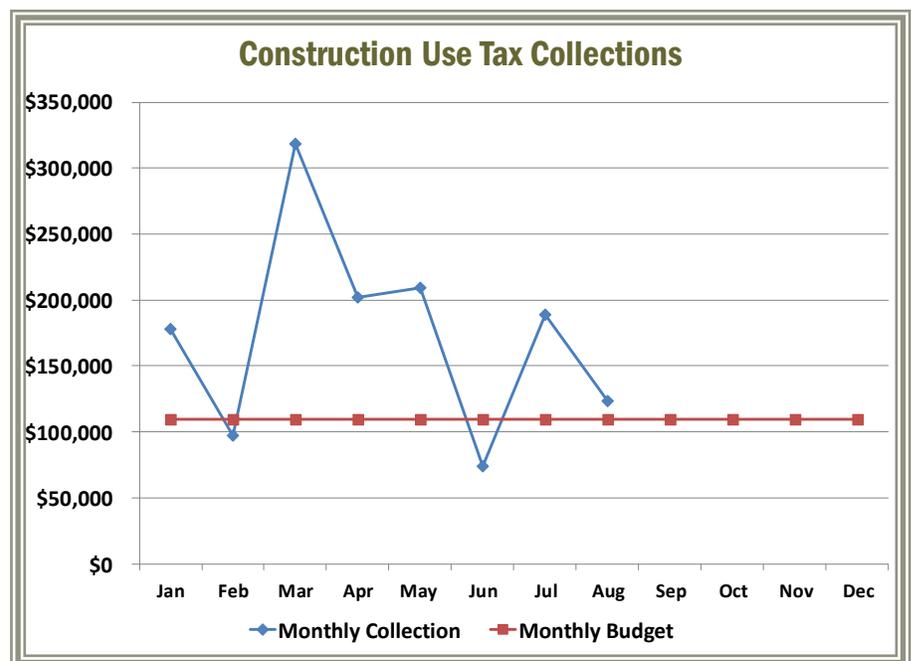
August 2013

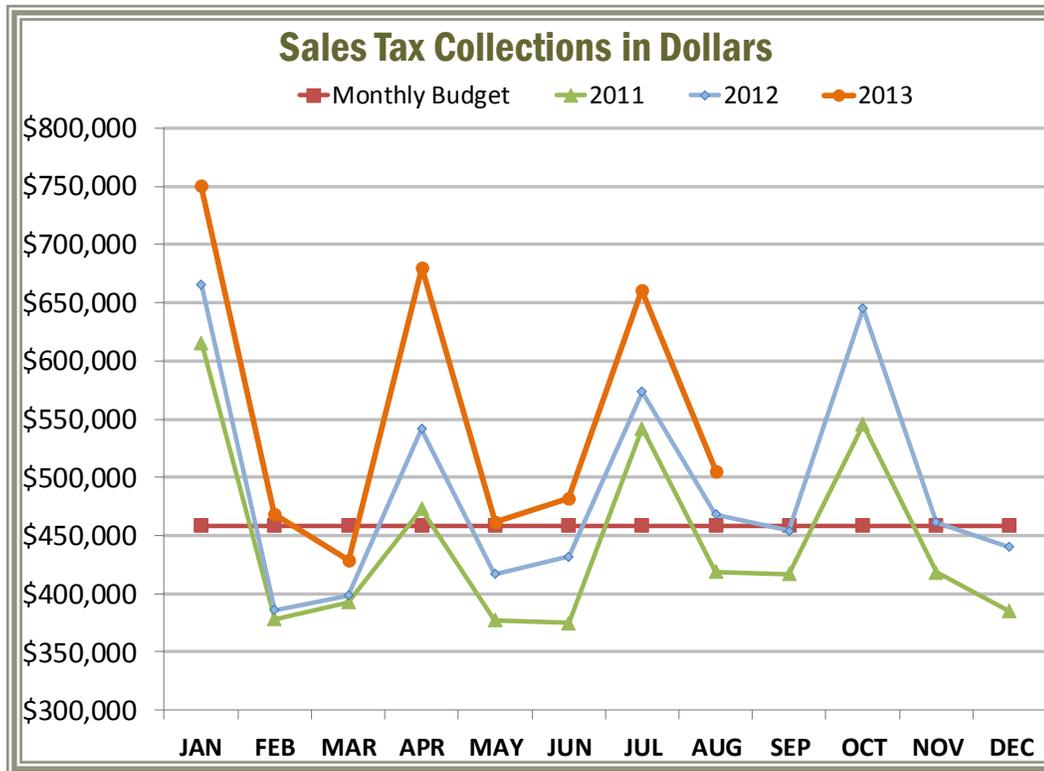
	SFR	Commercial	Industrial	Total
Through August 2013	270	1	3	274
Through August 2012	312	0	2	314
% change from prior year				-12.74%
2013 Budget Permit Total				305
% of 2013 Budget				89.84%

Building Permits and Construction Use Tax

We are showing a 12.74% decrease in number of permits as compared to August 2012. We issued 24 SFR permits in August 2013 as compared to 35 in August of 2012.

Construction use tax is even with last year and have reached the budgeted collections for the entire year.





Gross Sales tax collections for August 2013 were approximately \$38,000 higher than August 2012.

August Facts

August is a “single collection” month, meaning that the collections are for sales made in July. This August was our highest on record at \$504,765 producing roughly \$38,000 more in collections over August 2012.

We did not receive any voluntary compliance payments or audit payments in August.

We issued 157 new business licenses in August, 135 of which were roofing contractors. We had zero retail business license closures in August.

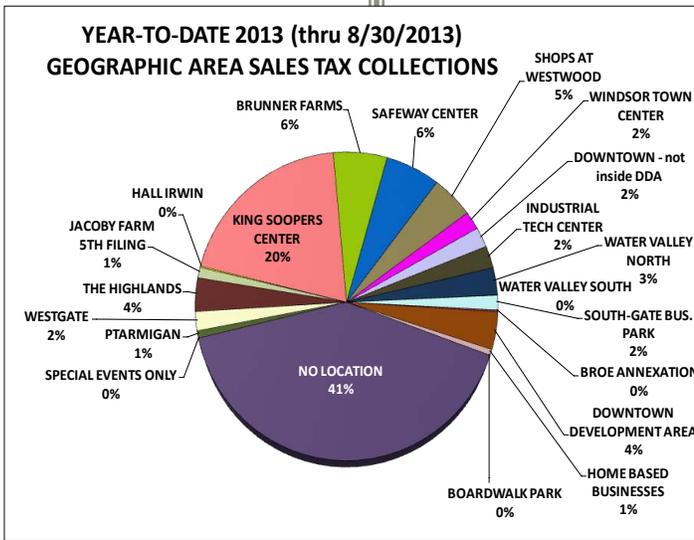
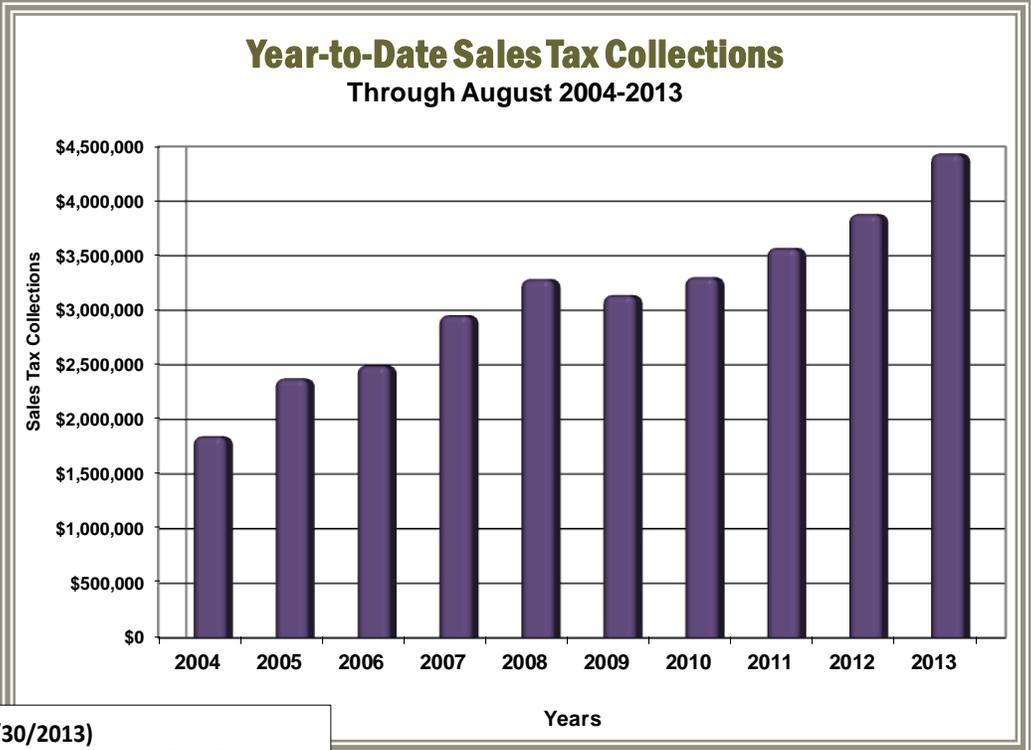
Looking Forward

We budgeted \$5.5 M in sales tax for 2013, making our average monthly collection requirement \$458,000. We surpassed that mark by \$46,765. We have had only one month this year when we have not reached our monthly budget collection.

It is promising that in a single collection month with no special payments received we still are able to reach a new high in collections and exceed our required monthly collection.

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 August we have collected \$4.4M in sales tax. If we maintain this pace, we may end the year in the \$6.5M range.

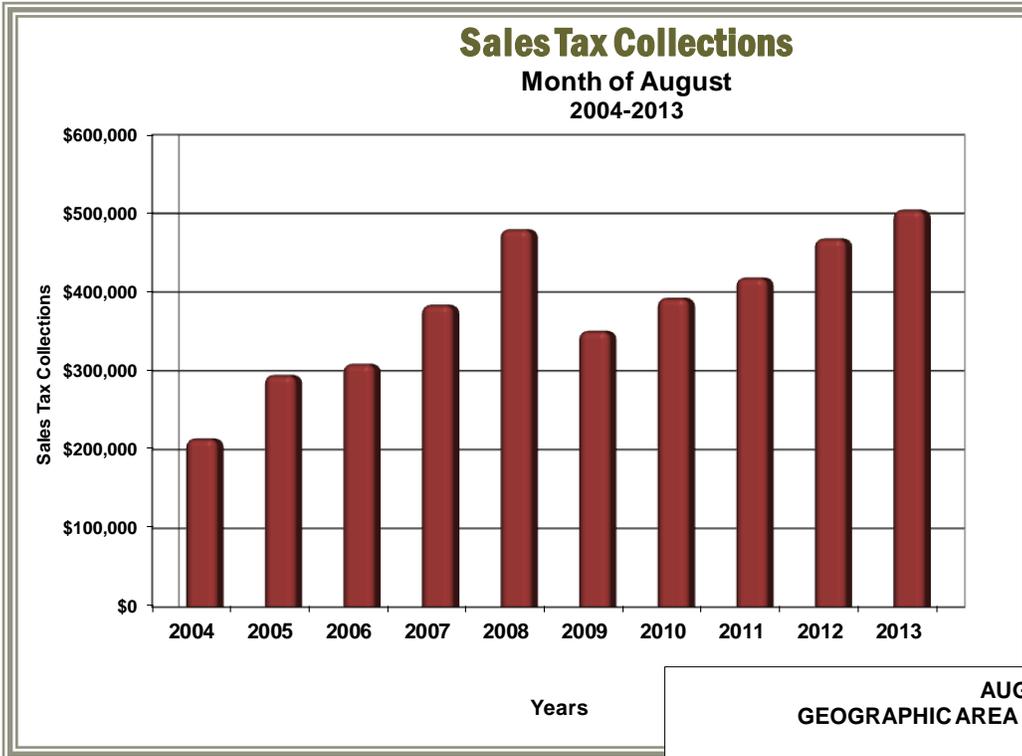


Our sales tax base is still anchored through groceries and utilities.

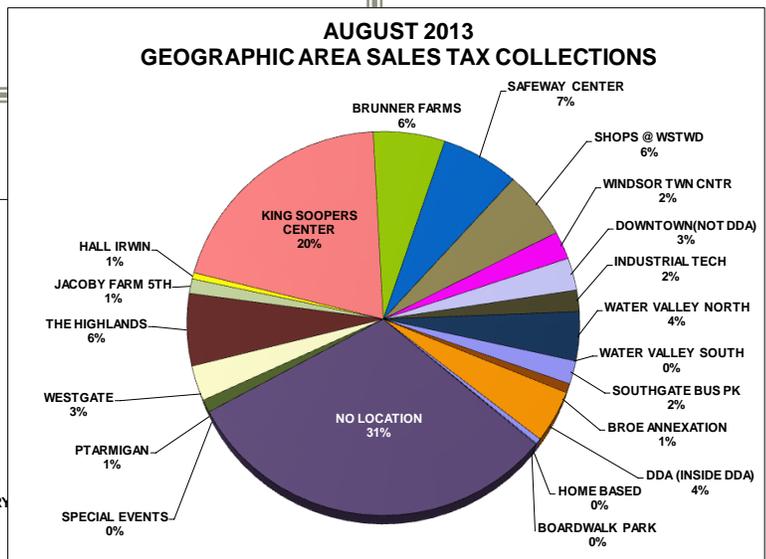
Year-to-Date Sales Tax

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

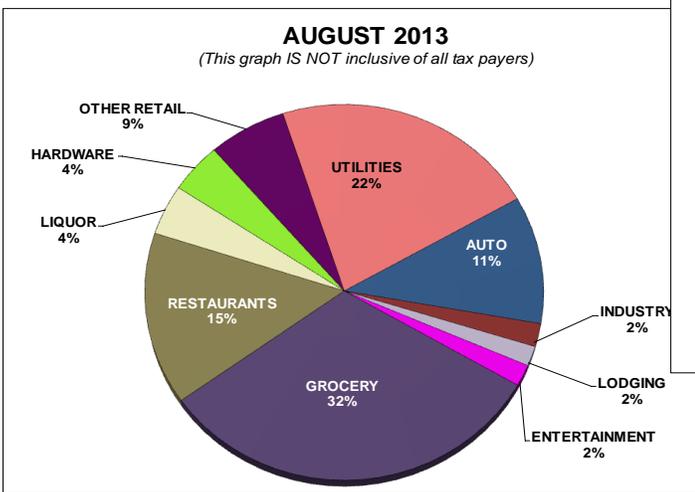
- Groceries, restaurants, general retail and auto parts all increased collections over August 2012.



In August 2013, we have collected \$504,765 in sales tax.



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



Monthly Sales Tax

- August 2013 gross collections of \$504,765 were 7.8% higher than August 2012 collections of \$468,247. August 2013 was the highest August 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 August collections. This base coupled with increased population and housing continue to drive sales tax collections higher.

All Funds Expense Chart

August 2013

Benchmark = 67%

<u>General Government</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2013 Budget</u>	<u>% of Budget</u>
General Fund	\$1,189,849	\$8,351,742	\$12,338,917	68%
Special Revenue	\$69,722	\$1,422,981	\$2,753,029	52%
Internal Service	\$173,074	\$1,449,178	\$2,355,908	62%
Other Entities(WBA)	\$12,090	\$96,725	\$145,080	67%
Sub Total Gen Govt Operations	\$1,444,735	\$11,320,626	\$17,592,934	64%
<u>Enterprise Funds</u>				
Water-Operations	\$456,929	\$1,880,129	\$2,700,133	70%
Sewer-Operations	\$64,984	\$961,760	\$1,238,601	78%
Drainage-Operations	\$71,722	\$323,795	\$406,995	80%
Non-Potable Operations	\$26,824	\$106,160	\$387,780	27%
Sub Total Enterprise Operations	\$620,459	\$3,271,844	\$4,733,509	69%
Operations Total	\$2,065,194	\$14,592,470	\$22,326,443	65%

plus transfers to CIF and Non-Potable for loan

Operations expenditures are tracking where they are expected through the first eight 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	\$200,141	\$1,328,315	\$5,080,214	26%
<u>Enterprise Fund Capital</u>				
Water	\$0	\$82,974	\$2,673,542	3%
Sewer	\$8,481	\$330,204	\$787,250	42%
Drainage	\$0	\$0	\$856,000	0%
Non-Potable	\$5,695	\$122,808	\$380,700	32%
Sub Total Enterprise Capital	\$14,176	\$535,986	\$4,697,492	11%
Capital Total	\$214,317	\$1,864,301	\$9,777,706	19%
<i>plus transfer to Non-Potable for loan</i>				
Total Budget	\$2,279,511	\$16,456,771	\$32,104,149	51%

All Funds Expenditures

As a tracking tool, we would expend no more than 67% of our annual budgeted expenditures through the month of August. Our total expenditures budget is at 51% 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

		<u>2013</u>			
	<u>Department</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>% of Budget</u>
410	Town Clerk/Customer Service	\$55,244	\$361,147	\$527,426	68.5%
411	Mayor & Board	\$26,854	\$304,433	\$470,308	64.7%
412	Municipal Court	\$1,450	\$11,371	\$19,659	57.8%
413	Town Manager	\$30,717	\$173,041	\$277,826	62.3%
415	Finance	\$68,069	\$413,590	\$579,638	71.4%
416	Human Resources	\$29,547	\$209,643	\$345,699	60.6%
418	Legal Services	\$38,388	\$268,803	\$370,000	72.6%
419	Planning & Zoning	\$53,110	\$640,732	\$809,677	79.1%
420	Economic Development	\$13,784	\$137,026	\$182,527	75.1%
421	Police	\$266,703	\$1,840,093	\$2,685,654	68.5%
428	Recycling	\$3,678	\$20,824	\$41,470	50.2%
429	Streets	\$69,402	\$639,783	\$949,735	67.4%
430	Public Works	\$33,824	\$265,789	\$424,111	62.7%
431	Engineering	\$63,080	\$410,860	\$600,833	68.4%
432	Cemetery	\$10,989	\$69,317	\$112,878	61.4%
433	Community Events	\$3,677	\$78,384	\$106,411	73.7%
450	Forestry	\$30,372	\$184,651	\$309,139	59.7%
451	Recreation Programs	\$169,660	\$1,090,305	\$1,668,558	65.3%
452	Pool/Aquatics	\$59,540	\$161,909	\$189,884	85.3%
454	Parks	\$120,267	\$752,275	\$1,178,951	63.8%
455	Safety/Loss Control	\$407	\$2,236	\$15,510	14.4%
456	Art & Heritage	\$24,152	\$169,623	\$253,595	66.9%
457	Town Hall	\$16,935	\$145,906	\$219,429	66.5%
Total General Fund Operations		\$1,189,849	\$8,351,741	\$12,338,917	67.7%

General Fund Expenditures

The General Fund represents the bulk of our daily operations budget. Again judging by the eight month, 67% rule of thumb, expenditures are where they should be after eight 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.

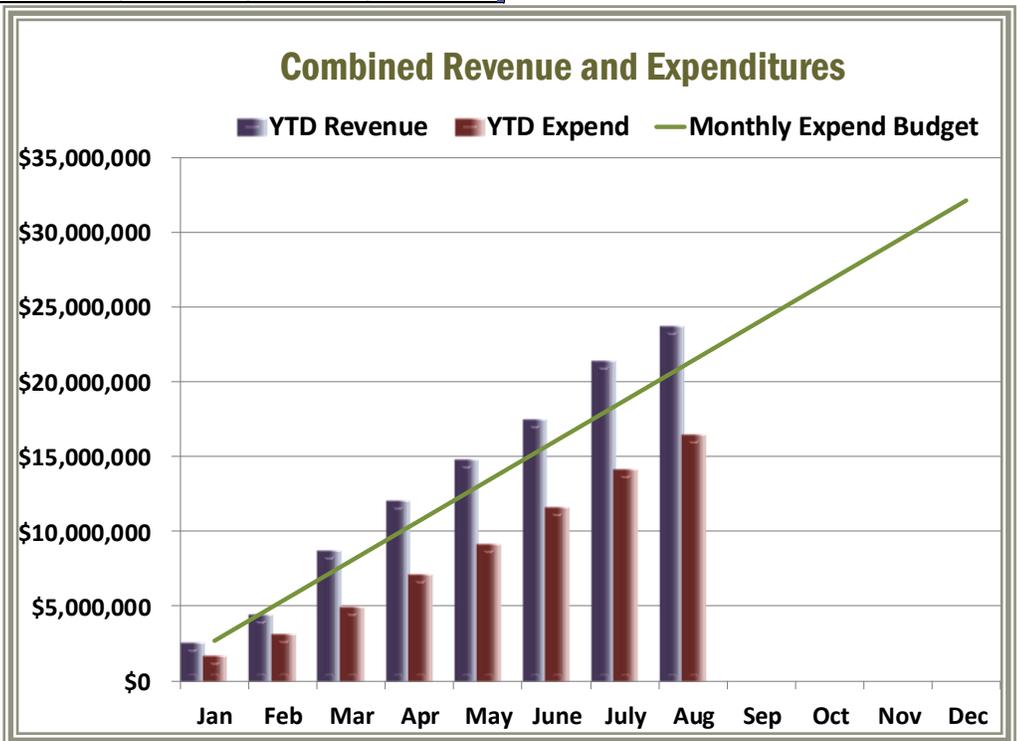
Economic development also reflects 100% expenditures in budgeted support for local organizations.

Community events and Aquatics are ahead of the 67% benchmark as well. This is to be expected as most of those two budgets are 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.

August YTD revenue total exceeded expenditures by roughly \$7.3 million. Monthly expenditures spread over 12 months equals \$2,675,346 per month. Our total revenue for August was \$2,365,892. 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
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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: September 11, 2013
To: Town Board
From: Amy Porter, Special Events Coordinator
Re: August Special Event Monthly Report

Events in Planning:

- Summer Concert Series- 19 hours
- Harvest Festival-23.5 hours
- Farmers Market-0.5 hours
- USA Pro Challenge- 53 hours
- Front Range Wine Festival-11 hours
- Special Event Application Reviews- 14.5 Hours
- Meetings-3 hours
- Office Work (includes phone, email, processing applications, correspondence, posting data, etc.)- 7.5 Hours

Events Conducted:

- Summer Concert Series
- Farmers Market
- USA Pro Challenge Kick Off Party
- USA Pro Challenge
- Front Range Wine Festival
- Harvest Festival
- Windsor Community Church 11k
- Step Up/His Little Feet 5k