TOWN BOARD REGULAR MEETING
February 10, 2014 - 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 Deputy Town Clerk prior to the start of the meeting.*

B. CONSENT CALENDAR

1. Minutes of the January 27, 2014 Regular Town Board Meeting – M. Lee
2. Advisory Board Appointment – P. Garcia
3. Report of Bills for January 2014 – D. Moyer
4. Resolution No. 2014-07 - A Resolution Approving An Intergovernmental Agreement Between The Town Of Windsor And The County Of Weld With Respect To The Sharing Of Costs For The County's Efforts At Increasing Distributions From The Department Of Local Affairs – I. McCargar

C. BOARD ACTION

1. Ordinance No. 2014-1468 – An Ordinance Designating the Park School building, 301 Walnut Street, as a Local Historic Landmark – Rachel Kline, Chairperson of the Historic Preservation Commission/applicant

Super-majority vote required for adoption on second reading

- Second Reading
- Quasi-judicial
- Staff presentation: Josh Olhava, Associate Planner

2. Resolution 2014-08 – Adopting Conservation Easement Stewardship Level of Service Standards
    - Legislative action
    - Staff presentation: Melissa M. Chew, CPRP, Director of Parks, Recreation & Culture

3. Resolution 2014-09 - Accepting a Deed of Conservation Easement on the Sheep Draw Property Located at 59th Avenue and the Poudre River in Greeley CO
    - Legislative action
    - Staff presentation: Melissa M. Chew, CPRP, Director of Parks, Recreation & Culture

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
January 27, 2014 - 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 7:04 p.m.

1. Roll Call

	Mayor	John Vazquez
	Mayor Pro-Tem	Kristie Melendez
		Myles Baker
		Don Thompson
		Jeremy Rose
		Ivan Adams
	Absent	Robert Bishop-Cotner
Also present:	Town Manager	Kelly Arnold
	Town Attorney	Ian McCargar
	Town Clerk	Patti Garcia
	Chief of Police	John Michaels
	Director of Finance	Dean Moyer
	Director of Planning	Joe Plummer
	Management Intern	Kelly Unger
	Director of Engineering	Dennis Wagner
	Chief Planner	Scott Ballstadt
	Associate Planner	Josh Olhava

2. Pledge of Allegiance
   Members of Windsor Cub Scout Pack 57 and Webelos Den 1 presented the colors, and 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
   Mr. Thompson moved to approve the agenda as presented; Mayor Pro-Tem Melendez seconded the motion. Roll call on the vote resulted as follows:
   Yeas – Baker, Thompson, Rose, Melendez, 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 reported PReCAB will meet next on February 4.
   - Town Board Member Thompson – Planning Commission; Tree Board; Great Western Trail Authority
     Mr. Thompson told Members the Tree Board will meet on January 28 to discuss Arbor Day and to elect officers for 2014. He noted the GWTA met on January 15. He added their continued focus is on trail upgrades, with the bid package due back next week. Mr. Thompson also shared the Planning Commission met on January 15 to consider the Conditional Use Grant seen on this evening's agenda as Board Action Items 3 and 4. The Commission forwarded a recommendation of denial for the CUG.

DRAFT

2014 Planning Commission officers will be: Chair – Gale Schick, Vice-Chair – Victor Tallon and Secretary – Wayne Frelund.

- Mayor Pro-Tem Melendez – Downtown Development Authority; Chamber of Commerce; North Front Range/MPO Alternate
  Mayor Pro-Tem Melendez reported The Chamber will meet next on February 5. She added the DDA Board will meet on February 19. Ms. Melendez reported a consultant has been selected to conduct the Mill Feasibility Study, set to begin in February. The DDA will also meet in January 29 to discuss the façade program.
- Town Board Member Rose – Water & Sewer Board; Windsor Housing Authority, Planning Commission Alternate
  Mr. Rose had nothing new to report at this time.
- 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 told Board Members the Cache La Poudre Trail Board will meet next Thursday. He applauded SALT for their Community Service activities and donations to those in need. He also shared the tutoring project is very successful.
- Mayor Vazquez – North Front Range/MPO
  Mayor Vazquez told Members the next MPO meeting will be in February.

5. Public Invited to be Heard
   There was no public comment.

B. CONSENT CALENDAR

1. Minutes of the January 13, 2014 Regular Town Board Meeting – M. Lee
2. Advisory Board appointments – P. Garcia
   Mr. Adams moved to approve the Consent Calendar as presented; Mr. Baker seconded the motion. Roll call on the vote resulted as follows:
   Yeas – Baker, Thompson, Rose, Melendez, Adams, Vazquez
   Nayes – None. Motion passed.

C. BOARD ACTION

NOTE: the official record of this evening's proceedings shall include applications, staff / Commission memos and recommendations, packet materials and supporting documents, and all testimony received.

1. Ordinance No. 2014-1466 – An Ordinance Repealing and Readopting Article I of Chapter 8 of the Windsor Municipal Code and Adopting by Reference the 2010 Edition of the "Model Traffic Code for Colorado", Promulgated by the Colorado Department of Transportation, Safety and Traffic Engineering Branch, 4201 East Arkansas Avenue, EP 700, Denver, Colorado 80222, with Amendments, Repealing all Ordinances in Conflict therewith, and Providing Penalties for Violation Thereof
   Super-majority vote required for adoption on second reading
   - Second Reading

- Legislative action
- Staff presentation: John Michaels, Chief of Police

Mayor Pro-Tem Melendez moved to approve Ordinance 2014-1466; Mr. Adams seconded the motion.

Chief Michaels briefly addressed the Board reminding them this Ordinance would update the Model Traffic Code to the 2010 version. He noted there have been no changes since first reading.

Roll call on the vote resulted as follows:
Yeas – Baker, Thompson, Rose, Melendez, Adams, Vazquez
Nayes – None. Motion passed.

2. Ordinance No. 2014-1467 – An Ordinance Amending Chapter 2, Article XII of the Windsor Municipal Code with Respect to Election Practices within the Town of Windsor
Super-majority vote required for adoption on second reading
   - Second Reading
   - Legislative action
   - Staff presentation: Patti Garcia, Town Clerk/Assistant to Town Manager

   Mayor Pro-Tem Melendez moved to approve Ordinance 2014-1467; Mr. Thompson seconded the motion.

   Ms. Garcia reminded the Board this Ordinance would address timelines for Write-In candidates for Municipal Elections, and set dates for cancellation of the election, should only one candidate per open seat choose to run. She noted there have been no changes since first reading.

   Mr. Thompson questioned if the short time-frame for Write-In candidates is realistic. Ms. Garcia responded this timeline represents a mid-range compared to neighboring municipalities, and offers ample time to declare candidacy.

   Roll call on the vote resulted as follows:
   Yeas – Baker, Thompson, Rose, Melendez, Adams, Vazquez
   Nayes – None. Motion passed.

3. Public Hearing – Continued from the January 13, 2014 meeting - Conditional Use Grant proposing to apply Weld County E (Estate) zoning to 1201 Stone Mountain Drive - Clint and Erika Sattler, property owners/applicants
   - Quasi-judicial
   - Staff presentation: Scott Ballstadt, Chief Planner

   Mayor Pro-Tem Melendez moved to open the public hearing; Mr. Thompson seconded the motion. Roll call on the vote resulted as follows:
   Yeas – Baker, Thompson, Rose, Melendez, Adams, Vazquez
   Nayes – None. Motion passed.

   Mr. Ballstadt reminded Board Members this item came before them on January 13, but was continued to allow time for the Planning Commission to consider the application and submit a recommendation to the Board. He reviewed the location, neighboring

properties, a brief history of discussions that have taken place, an in depth review of the provisions of the application, and the CUG process and Code Requirements thereof. He shared a table of combinations of animal units included in the amended application, and explained the calculation of animal units for clarification. Mr. Ballstadt pointed out communications from neighbors, both for and against the CUG. He reminded Board Members CUGs are not transferrable upon the sale of a property. Mr. Ballstadt reported the Planning Commission has forwarded a recommendation of denial of the CUG based upon incompatibility of the proposed use with the area in which it is to be located; concerns regarding animals getting loose, odors and flies; and a concern that approval of the CUG would create a negative impact on the health, safety, welfare and economic prosperity of the immediate neighborhood.

Mr. Sattler then addressed the Board requesting that all communications and submitted materials from Mr. and Mrs. Kness be stricken from the record and not considered, arguing that Mr. and Ms. Kness do not reside in the Town of Windsor or the state of Colorado. He revealed discrepancies regarding the address used on communications. In response to Mr. Thompson's request for counsel, Mr. McCargar clarified that an invalid address in itself is not enough to strike that testimony, but it is up to the Board to judge the weight given to that information when forming a decision on this issue. Mr. Sattler reminded Board Members the certified notice of public hearing was returned as undeliverable, confirming the Kness' do not live at that address. Mr. McCargar again stated that these matters may affect credibility but does not render the evidence inadmissible. The Board denied the request to strike the evidence from the record, and noted Mr. Sattler's objection.

Mr. Sattler went on to present information intended to impeach the veracity and motives of Ms. Kness, much of which was scandalous and very personal. Mr. Thompson expressed discomfort, and asked if it was necessary to receive this information. Mr. McCargar clarified the Board may limit the testimony, but Mr. Sattler has the right to make a record for this and future proceedings; the Board has the right to determine how they evaluate that testimony. Mr. Sattler alleged he has neighbors who will not openly express support for the CUG due to fear of reprisal from Mrs. Kness. He noted she has contacted both the Police Department and the Planning Staff with complaints; staff members acknowledged the accuracy of that statement. The Board acknowledged Mr. Sattler's concerns and asked him to discontinue his effort at impeachment, and Mr. Kness indicated that he would move on to address the merits of the application.

Mr. Sattler stated in 2011 he and his wife were advised by the Board to apply for a Conditional Use Grant for this property. He told the Board, they believed the right to have cattle on this property was "grandfathered in" when they purchased the property in 2002, calling this the best use of their property. He told the Board those cattle have been housed legally within the Town limits of Windsor, without incident, since 2011 when they were moved from his property. He displayed a visual presentation of improvements made to the property, and reviewed his family's volunteer efforts in Windsor, calling it "our Town." Mr. Sattler expressed an interest in enrolling his son in the 4-H livestock program. He also noted his daughter's allergy to processed dairy products; stating the

ability to raise dairy goats would alleviate a financial hardship to the family. Mr. Sattler also noted the 6 hens allowed by permit from the Town do not produce enough eggs to support his family's consumption. He also conveyed difficulties incurred caring for livestock being raised at another physical location.

Mr. Sattler went on to recap meetings with neighboring residents, stating opposition to raising pigs on this site. He stated these neighbors would drop their objections if pigs and sheep were eliminated from the list of requested animals. He explained the process followed in submitting this application. Mr. Sattler drew comparisons to the Hoehne and Providence Farm Subdivisions, and his home. Mr. Sattler also alluded to possible risks at oil & gas fracking sites within the Town limits, noting his application "poses no additional risks to the health, safety and welfare of the community than what is already allowed us by the Code." He spoke of enhanced sustainability and environmentally friendly activities associated with pasturing cattle.

Mayor Pro-Tem Melendez asked for clarification of timelines when there were cattle on this property. Mr. Sattler explained he keeps his cattle legally at another location within Windsor. She also asked how many chickens are allowed by the current ordinance. Mr. Ballstadt responded the CUG request would allow up to 28, and the Ordinance allows a maximum of 6.

Mr. Rose asked for clarification of the public hearing process. Mr. McCargar responded this is the time to gather all evidence relevant to the decision making process. If additional information is required at a later date or time, it would be necessary to re-open the public hearing to gather more evidence.

Friends and neighbors Mr. David Perez, Ms. Tarah Roland, Mr. Matt Tracer, Mr. Aaron Lore, Mr. Matt Tomah, Ms. Heidi Gerard, Ms. Laurie Tomah and Ms. Tina Schinner addressed the Board, refuting issues with odor, noise, and detriment to property values. They called the Sattlers a respectful, considerate family; an honor to know them. Many who spoke noted confusion with allowing horses, but not cows, relevance of the ability to provide food for a family, and a possible "feed-lot" perception being associated with request. Valuing Windsor's rural setting and agricultural influence rang through the comments with many calling that a positive component of this issue. Some pointed out the value of experiential learning offered by 4-H. Others expressed dissatisfaction with oil and gas operations so close to homes, stating the agricultural use of this land would be less offensive. Families of the scouts attending the meeting also spoke up. Ms. Pollie Perkins addressed the Board, calling agriculture a part of our life. Ms. Heather Reed stated she has a sense of heated emotion surrounding this discussion. She expressed she would hate to see the loss of the agricultural nature of our community.

Ms. Linda Francis addressed the Board, refuting allegations of harassment, and spoke of a barricade placed by Mr. Sattler on an encroachment located on land that she owns. Ms. Francis stated contradictory information regarding allowable cattle population on her property, and past interactions resulting in Police intervention. She stated a desire for the Board to deny the CUG.

Ms. Gayle Homolka a neighbor to the north also addressed the Board to clarify the Trailwood HOA is not involved in this proceeding, and to point out discrepancies in conversations between Mr. Sattler and herself. She recalled problems with odor and flies when cows were present on the property prior to 2011. She also expressed concern that pigs and sheep would be allowed if the CUG is granted. She pointed out eight Trailwood homeowners in the audience. They acknowledge agreement with Ms. Homolka's statements. One of those homeowners, Ms. Marlene Griffith reported rudeness between Mr. Sattler and Ms. Griffith's landscape contractor. She also noted bawling when a calf was removed from its mother while cattle were pastured on the property.

Mr. Rose asked for specific numbers regarding planned animal population. Mr. Sattler responded populations would vary by season. He stated no plans to remove the two horses, in addition to a desire for two goats. He pointed out a slide in Mr. Ballstadt's presentation listing possible scenarios, stating Example 3 (two horses, four cows and two goats) or Example 5 (three horses, three cows, twelve chickens, and two turkeys) would best represent his desires. He noted dairy cattle would not be raised on the property. Mr. Rose inquired if there would be calving on the property. Mr. Sattler responded there would be, but there would be no weaning of calves on the property. Mr. Rose also asked if there would be a bull on the property. Mr. Sattler responded there would not. Mr. Rose then asked if there would be grazing or if additional alfalfa would be brought in. Mr. Sattler responded grazing would be the best management for the property. Mr. Rose also inquired about manure management, asking if the Sattlers will compost the manure. Mr. Sattler responded they will, and noted that composting was determined to be a use by right where large animals are raised.

Mr. Adams inquired about cows in one of the photos shared by Mr. Sattler. Mr. Sattler explained that is a photo taken while cows grazed in that pasture in 2011.

Mayor Pro-Tem Melendez inquired if cattle will be allowed on Mr. Everitt's property. Mr. Ballstadt responded that he believes the standard agricultural language was included, but deferred to Mr. McCargar for clarification. Mr. McCargar noted familiarity with the agreement, and clarified it would allow that the "agricultural uses then in place could not be expanded or changed," adding the conservation easement on the property specifically calls for an agricultural use. She then inquired if the number of complaints previously investigated at this address was excessive. Chief Michaels recalled there were noise complaints, and one incident of cows getting out. He commented there were several incidents, but would have to refer to the files for a specific numbers.

Mr. Thompson asked to see the location of the residences on Trailwood relative to this property. Mr. Sattler pointed out his property and neighbors on the overhead view.

Mr. Baker asked if the seven animal units allowed would include the six hens already on the property. Mr. Sattler responded if more than the six permitted chickens were housed on the property, their numbers would be part of the total animal unit matrix. Mr. Baker asked if pigs would be allowed on this property. Mr. Ballstadt responded only the

animals listed in the application including Horse, donkey, pony, or llama (currently allowed in E-1 zone districts), cow, goat, turkey, and / or chicken hens would be allowed, adding there are no sheep or pigs on the list. Mr. Sattler interjected it was never his intent to have sheep or pigs. He also clarified his original submission referred to Weld County zoning merely as a definition, not a wish to include zoning outside of Windsor's existing Code. Mr. Baker also questioned the rationale for excluding cows from the E-1 zoning classification when it was created. Mr. Ballstadt responded, although he cannot answer that specific question without research, cows have not been allowed by Code for 20+ years, and the decision was to maintain that position. Mr. Baker also asked for clarification on revocation of a CUG once issued. Mr. McCargar stated there is an expectation to honor the CUG as long as it is followed. Mr. Sattler noted mechanisms included in the Code, violation thereof would result in revocation of the CUG – hence the "conditional" portion of the agreement.

Mayor Pro-Tem Melendez moved to close the public hearing; Mr. Adams seconded the motion. Roll call on the vote resulted as follows:
Yeas – Baker, Thompson, Rose, Melendez, Adams, Vazquez
Nayes – None. Motion passed.

4. Continued from the January 13, 2014 meeting - Conditional Use Grant proposing to apply Weld County E (Estate) zoning to 1201 Stone Mountain Drive - Clint and Erika Sattler, property owners/applicants
   - Quasi-judicial
   - Staff presentation: Scott Ballstadt, Chief Planner

   Mayor Pro-Tem Melendez moved to approve the Conditional Use Grant; Mr. Thompson seconded the motion.

   Mayor Vazquez made a correlation between housing units in land use, and animal units stating puzzlement. He reiterated his commitment to rights on personal property, stating he will support this application.

   Mr. Baker called this request reasonable, but expressed concern for neighbors as well. He stated he will support this action, but that support is not a blanket approval of cows on any / all horse property in Windsor, calling this a very unique piece of property.

   Mr. Adams asked if staff felt the application materials contained information that was accurate. Mr. Ballstadt responded staff does not review accuracy, and has no opinion on information outside of the application requirements. Mr. Adams reiterated his concern for owners of neighboring property.

   Mayor Pro-Tem Melendez began with a concession that both sides - for and against have presented good information. She conveyed concern regarding the Planning Commission's recommendation for denial. She also stated misgivings regarding past ill will between the Sattlers and their neighbors, and would urge resolution of these issues if the CUG moves forward. She stated support for the CUG under the condition that if

issues arise between neighbors, the Board will reconsider its decision, with the possibility of revocation of the CUG.

Mr. Thompson stated he supports what they want to do, but cannot disregard the recommendations of the staff and Planning Commission, or the comments from neighbors.

Mr. Rose stated he sees both sides of the issue, but stated concerns with the numbers of animals requested. He also stated similarity with fracking issues.

Mayor Vazquez encouraged the proverbial "rebuilding of fences" regardless of the outcome of this debate. He added he would like a condition of approval that no calves will be weaned on the property.

Mr. McCargar reviewed the discussion and stated the expectation is that neighbor issues be investigated and addressed by staff, but the weaning issue should be an amendment to the original motion.

Mayor Pro-Tem Melendez moved to amend the Conditional Use Grant application to include the condition that no weaning of calves will be allowed on the property; Mr. Thompson seconded the motion. Roll call on the vote resulted as follows:
Yeas – Baker, Rose, Melendez, Vazquez
Nayes – Thompson, Adams. Motion passed.

Mr. Rose restated concerns regarding having a bull on the property. Mr. Sattler stated they are currently using artificial insemination, so that condition would not represent a hardship to them.

Mr. Baker moved to amend the Conditional Use Grant application to include the additional condition that no bulls will be allowed on the property; Mr. Adams seconded the motion. Roll call on the vote resulted as follows:
Yeas – Baker, Rose, Melendez, Adams, Vazquez
Nayes – Thompson. Motion passed.

The motion made by Mayor Pro-Tem Melendez and seconded by Mr. Thompson to approve the Conditional Use Grant, as amended to include: no weaning of calves on the property, and no bulls allowed on the property. Roll call on the vote resulted as follows:
Yeas – Baker, Rose, Melendez, Vazquez
Nayes – Thompson, Adams. Amended Motion passed.

5. Public Hearing – Ordinance No. 2014-1468 - An Ordinance Designating the Park School building, 301 Walnut Street, as a Local Historic Landmark – Rachel Kline, Chairperson of the Historic Preservation Commission/applicant
   - Quasi-judicial
   - Staff presentation: Josh Olhava, Associate Planner

Mr. Rose stepped away for a moment for a short break.

Mayor Pro-Tem Melendez moved to open the public hearing; Mr. Thompson seconded the motion. Roll call on the vote resulted as follows:
Yeas – Baker, Thompson, Melendez, Adams, Vazquez
Nayes – None. Motion passed.

Mr. Rose rejoined the meeting.

Mr. Olhava told Board Members approval of this Ordinance would begin the process of designating the Park School / Town Hall as a Historic Landmark. He spoke of the history of the building, its significance to Windsor and details of its architecture and construction. Mr. Olhava reviewed the application criteria including architectural, social and geographic/environmental. He noted, in addition staff reviews the structure for physical integrity, stating reconstruction efforts following the tornado have introduced modern materials, but those materials "do not impede upon the building's overall preponderance of integrity." Mr. Olhava reported the Historic Preservation Commission recommends approval of this Ordinance.

Mr. Thompson voiced his support of this effort, as did Mayor Pro-Tem Melendez, Mr. Adams and Mayor Vazquez.

Mayor Pro-Tem Melendez moved to close the public hearing; Mr. Thompson seconded the motion. Roll call on the vote resulted as follows:
Yeas – Baker, Thompson, Rose, Melendez, Adams, Vazquez
Nayes – None. Motion passed.

6. Ordinance No. 2014-1468 – An Ordinance Designating the Park School building, 301 Walnut Street, as a Local Historic Landmark – Rachel Kline, Chairperson of the Historic Preservation Commission/applicant
   - First Reading
   - Legislative
   - Staff presentation: Josh Olhava, Associate Planner

   Mayor Pro-Tem Melendez moved to approve Ordinance 2014-1468; Mr. Thompson seconded the motion.

   There was no additional discussion.

   Roll call on the vote resulted as follows:
   Yeas – Baker, Thompson, Rose, Melendez, Adams, Vazquez
   Nayes – None. Motion passed.

7. Resolution No. 2014-06 - Resolution Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted for the Town of Windsor, Colorado, for 2013
   - Legislative action
   - Staff presentation: Dean Moyer, Director of Finance

Mayor Pro-Tem Melendez moved to approve Resolution 2014-06; Mr. Baker seconded the motion.

Mr. Moyer briefly addressed the Board calling this a "housekeeping item" required to reflect final acceptance of improvements from a developer in Windshire Park First Filing, Phase 3; and for 3 shares of water from Water Valley South and 45 shares of water from Jacoby Farm Second Filing. The total value as reflected is $2,019,310. He stated recommendation of approval. There was no discussion.

Roll call on the vote resulted as follows:
Yeas – Baker, Thompson, Rose, Melendez, Adams, Vazquez
Nayes – None. Motion passed.

8. Financial Report December 2013
   - Staff presentation: Dean Moyer, Director of Finance

Mr. Moyer presented his monthly review of financial information to the Board. This month's review also covered totals for 2013 as compared to 2012. He spoke of sales tax collection, building permits and construction use tax, and property tax totals. Mr. Moyer noted sales tax collections have been projected to be $6 million, or $500,000 / month in the 2014 budget.

Mr. Moyer recapped operations expenditures. He noted excesses in operating expenditures were balanced by surpluses in capital expenditures; hence no budget adjustment is required to end the 2013 fiscal year. There was no discussion.

D. COMMUNICATIONS

1. Communications from the Town Attorney
   Mr. McCargar updated the Board stating the leak test for the Kyger Reservoir has been received from the State Engineer's office, approving the Reservoir. That approval will trigger scheduling of a closing date. Mr. Grasmick will negotiate an agreement with the sellers regarding water from the flood, and that potentially pumped into the Reservoir in the near future. That agreement will come before the Board when received. He also reminded members of the upcoming Executive Session.

2. Communications from Town Staff
   Mr. Plummer updated the Board stating the appeals hearing for the truck rental business being conducted at Iron Mountain was postponed until the regular February meeting of the Board of Adjustment.

3. Communications from the Town Manager
   Mr. Arnold presented a brief update of current legislation impacting municipalities. He encouraged Board Members to attend the upcoming CML Legislative update.

4. Communications from Town Board Members
   Mr. Baker inquired if the capacity of the Kyger Pit has been determined. Mr. McCargar responded it has been decided the closing will be based upon 1,000 acre feet, but once the

ice clears, a sonar survey will be conducted. That survey will present a much more accurate picture of capacity, and adjustments to the actual purchase price will be calculated based upon that data.

E. EXECUTIVE SESSION

An executive session pursuant to § 24-6-402 (4) (b) and (e), C.R.S., for a conference with the Town Attorney for the purposes of receiving legal advice on specific legal questions and determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators. Ventana subdivision access issues. (Ian D. McCargar and Joseph P. Plummer)

Mr. Rose moved to adjourn to an executive session pursuant to § 24-6-402 (4) (b) and (e), C.R.S., for a conference with the Town Attorney for the purposes of receiving legal advice on specific legal questions and determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators. Ventana subdivision access issues; Mr. Thompson seconded the motion. Roll call on the vote resulted as follows:
Yeas – Baker, Thompson, Rose, Melendez, Bishop-Cotner, Adams, Vazquez
Nayes – None. The meeting was adjourned to Executive Session at 9:32 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.

Upon a motion duly made at 10:09 p.m., the Executive Session was closed and the Town Board returned to the Regular Meeting.

F. ADJOURN

Mr. Thompson moved to adjourn; Mr. Baker seconded the motion. All members voted yes. The meeting was adjourned at 10:09 p.m.

_____
Mary Lee, Deputy Town Clerk

M E M O R A N D U M

Date: February 10, 2014
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 an advisory board interview on Monday, February 3, 2014 and provided a recommendation of the following appointment:

Board of Adjustment
Jim McIntyre – 1-4 year term expiring September, 2017

Recommendation:
Approve the recommended appointment.

Attachments:
Application

4:32pM

TOWN OF WINDSOR
COLORADO

RECEIVED NOV 19 2013

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: Board of Adjustments

Name: Jim McIntyre

Address: 570 Lakeside Pl

Day Phone: 303-880-3290 Night Phone: Same

E-Mail Address: jmcint9079@aol.com

How long have you been a resident in Windsor? 4+ yrs

Current Occupation: CEO Employer: The Industrial Group

Do you currently serve, or have you served previously, on a board or commission? If so, which one(s)?
I am an alternate on the BOA and have been for 2½ yrs

Why do you want to become a member of this particular board or commission?
Same as above

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) I have been a voting member of the BOA for 2½ yrs. The BOA treats the applicants with respect and fairness, yet upholds the City of Windsor's regulations.

2) I see no issues the BOA needs to address.

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

I served on the same board for the city of Casper WY and Centerville OH over the past 20yrs

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

NONE

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

Comments:

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

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

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

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

Signature: Date: 11-19-13

TOWN OF WINDSOR

REPORT OF BILLS

January 1, 2014

At the regular meeting of the Town Board of the Town of Windsor, Colorado, held in the Town Hall Board Room on February 10, 2014 the following claims were presented, examined, and approved by the Windsor Town Board.

VENDOR	DESCRIPTION	FUND	AMOUNT
Gardner, Christin	refund class fees	GF	50.00
Chematox Labs	blood collection kits	GF	40.49
Coren Printing	printing-liquor warning signs, brush site permits 14, notary stamp	GF	451.00
Verizon Wireless Svcs	cellular phone svc	GF	1,302.00
Waste Management Svcs	recycle site pulls Dec 2013	GF	1,625.41
General Air Svc & Supply	welding supplies	GF	59.98
Michael Manning	municipal court judge svcs Dec 2013	GF	1,400.00
Manweiler Hardware	light bulb, Parks misc chgs Dec 2013	GF	132.49
Morey's Glass	angle iron frames development	GF	106.40
Safeway	staff development holiday refreshements	GF	79.88
Xcel Energy	utilities	GF	4,399.99
Sam's Club	Senior event	GF	92.79
Century Link	utilities	GF	502.96
Coloradoan Media Group	legal notices/employement ads published	GF	246.53
CIRSA	workman's comp claims	GF	1,691.73
Weld County Drug Task Force	municipal court collections Dec 2013	GF	1,596.00
Jax Inc	uniforms	GF	379.78
Galls	handcuffs	GF	65.69
Victory Sales	staff uniforms	GF	1,782.00
Office Depot	office supplies	GF	74.63
Windsor Hardware	clips,exten cords,lights,level,joint cmpd,outlet splitter,rachet,fish line	GF	217.83
Windsor Severance Fire Protection	town's share of museum utility	GF	40.96
Fine Lines Pavement Marking	pavement markings	GF	1,402.00
Mail N Copy	shipping chgs, lamination	GF	72.86
CEM Sales & Service	ADA Pool Cover	GF	622.54
K&W Printing	printing-two development signs	GF	380.00
DBC Irrigation	valve box lids, valve box	GF	52.21
Hageman Earth Cycle	contract grinding brush site	GF	11,500.00
King Soopers	board mtg/adaptive/senior/CARA event supplies	GF	626.57
Pioneer Sand	breeze for dog park	GF	172.53
Hireright solutions	background checks Dec 2013	GF	1,137.08
Barefoot Farms Inc	snow removal/icemelt	GF	1,305.00
Martinez, John	pride winner award dec 2013	GF	10.00
The Humane Society of Weld County	animal rescue & housing	GF	126.31
Front Range Auto Body	property casualty-towing unit	GF	184.00
Kinsco	uniforms	GF	937.36
NCCG-Northern Colo Communication group	employement ads/Winter 2014 Link publication	GF	5,004.17
Bruce C Dick	Basketball camp	GF	2,360.00
Highland Park Lanes	adaptive program monthly bowling fees	GF	204.40
Colorado Asphalt Svcs	bags of asphalt	GF	905.00
Manicone, Mark	Senior event bar service	GF	554.15
Newegg Inc	PD barcode printer & scanner	GF	706.96
Bomgaars	uniform, bar oil	GF	48.96
Cash-Wa dist	senior supplies	GF	398.85
Poudre Heights Master HOA	water for Poudre Heights park	GF	5,571.91
Spencer Fane & Grimshaw	bldg authority mtg legal fees	GF	909.50
Alsco	senior event linens	GF	87.30
Colorado Health & Medical Group	drug testing/physicals	GF	293.00
Goldschmidt & Assoc	polygraphs	GF	220.00
My Office Etc	office supplies	GF	32.20
CTL/Thompson Inc	testing services PVREA	PIF	227.00
Jag's Enterprises Inc	PVREA trail, eastman park	PIF	136,958.55
Arapahoe Rental	skidsteer rental	CIF	158.42
DBC Irrigation	edging for chimney park ADA path	CIF	183.20
Dean Contracting	chimney park gate openers	CIF	4,858.00

VENDOR	DESCRIPTION	FUND	AMOUNT
Coren Printing	printing-notary/deposit stamps	CRCF	20.00
Verizon Wireless Svcs	cellular phone svc	CRCF	38.55
Xcel Energy	utilities	CRCF	7,475.38
Victory Sales	staff uniforms	CRCF	1,200.00
Office Depot	office supplies	CRCF	75.96
Windsor Hardware	paint	CRCF	35.94
King Soopers	rental expenses	CRCF	23.99
Newegg Inc	adobe acrobat	CRCF	433.98
Cash-Wa dist	Kitchn supplies	CRCF	200.20
Alsco	rental linens	CRCF	44.00
My Office Etc	office supplies	CRCF	221.03
Connell Resources	meter rental deposit refund	WF	2,100.00
Hach Environmental	pocket chlorine meter, test	WF	476.42
Manweiler Hardware	paint, coupler & nipples	WF	66.38
North Weld County water dist	water purchased	WF	51,543.32
Safeway	water/sewer board mtg refresh	WF	6.67
City of Greeley	water purchased	WF	156.55
Office Depot	office supplies	WF	8.11
Enviropest	pest control	WF	75.00
Weld County Dept of Public Health & Environment	total coliform samples	WF	640.00
Moltz Construction	pump station repairs	WF	40,262.00
Big R of Greeley	copper pipe, union & fitting	SF	33.42
Falcon Environmental Corp	vacuum pump	SF	743.00
Verizon Wireless Svcs	cellular phone svc	SF	40.01
Manweiler Hardware	decon, tool bag, pliers	SF	44.52
Xcel Energy	utilities	SF	1,186.36
Century Link	utilities	SF	385.35
USA blue book	brass nozzle, gloves, brush	SF	206.33
Jax Inc	uniforms	SF	226.86
Windsor Hardware	PVC, galvinized elbows, hose	SF	7.47
Dorman, Lann	Colo rural water assoc online	SF	525.00
Bomgaars	snow pac & respirator	SF	99.98
Big R of Greeley	uniforms	FMF	154.58
4 Rivers Equipment	oil filter, locking pin, wheel bolts	FMF	116.36
LL Johnson Dist co	battery cable	FMF	123.24
Office Depot	office supplies	FMF	22.92
Windsor Hardware	propane heater	FMF	129.99
B&G Equipment Inc	filter & cap, repair block heater	FMF	587.00
Wireless Advanced Comm	clear strobe light, repair power supply	FMF	364.95
T&T Tire	tires for unit 11	FMF	497.52
Napa	lift pads,trans filter,air filter,wiper blades,starting fluid,diesel cleaner	FMF	2,374.15
Spradley Barr Ford	trans fluid	FMF	264.60
Hensley Battery	battery	FMF	204.92
O'Rielly Auto Parts	wiper blades, swivel connections	FMF	597.66
The Pawnee Group	car wash tokens Dec 2013	FMF	107.90
Bomgaars	uniforms	FMF	92.99
Agfinity Inc	diesel/unleaded fuel	FMF	7,029.83
Verizon Wireless Svcs	cellular phone svc	ITF	40.01
Xerox Corp	copier monthly maint charges	ITF	2,916.59
Comcast Cable Comm	internet svc PD	ITF	6.16
Carson-Robins, Mary	reimburse for Surface Cases	ITF	147.97
PSI Digital Imaging Solutions	plotter paper & Ink	ITF	221.74
Newegg Inc	card reader	ITF	24.98
Lewan & Assoc	dell laptops	ITF	5,298.05
My Office Etc	office supplies	ITF	3.22
Clear Water Solutions	Kern general water svcs-non-potable	KERN	4,050.05
General Air Svc & Supply	CO2 small bottle rental-pool	FS	12.00
Manweiler Hardware	screw eyes	FS	11.65
Grainger	signs, wire guards CRC, lighting ballast CRC	FS	604.10
Windsor Hardware	drill bit,chain,broom,disc,nails,pic hanger,plug, batteries,swiffer	FS	228.18
Enviropest	pest control	FS	112.00
Carrier Corp	HVAC repair	FS	761.22
Tri-teck Security	update security codes CRC	FS	65.00
Hillyard Inc	cloth, twls,liners,swab,liners,arsenal neutralizer,tissue	FS	1,252.60
Gordon Sign	sign-PD	FS	160.00
Stanley Access Technologies	automatic door repair CRC	FS	536.40

VENDOR	DESCRIPTION	FUND	AMOUNT
My Office Etc	office supplies	FS	6.42
Rocky Mountain Access Controls Inc	auto gate repair PD	FS	525.00
Liley Rogers & Martell	legal svc Dec 2013	DDA	360.00
Diane Hokans	DDA rack cards	DDA	266.00
Colorado Municipal Clerks Assoc	2014 dues	GF	170.00
Colorado Municipal League	2014 member dues	GF	6,617.00
Colorado Municipal Judges' Assoc	2014 member dues-Judge Manning	GF	40.00
Government Finance Officers Assoc	member dues x 3	GF	450.00
CIRSA	boiler ins renew,workmans comp insur 2014,prop/cas ins renew	GF	258,706.63
AWWA	renewal fee	GF	295.00
AWWA	2014 member dues	GF	85.00
Colorado Code Publishing Co	hosting of code 1st qtr 2014	GF	120.00
Vision Svc plan	vision employers share Jan 2014	GF	1,717.26
AFLAC	employee payroll deductions Jan 2014	GF	774.80
United Way of Weld County	employee donation	GF	15.00
Family Support Registry	wage assignment	GF	296.57
Vermont Systems Inc	2014 annual maint contract	GF	6,894.00
American Assoc for State	2014 annual meembership	GF	115.00
American Payroll Assoc	2014 membership dues	GF	219.00
Northern Colorado Economic	2014 economic dev membership, NCEDC annual mtg	GF	5,045.00
Sean Grogan	admin/scheduling of officials	GF	1,580.00
Colorado State Parks	2014 boat registration/lake	GF	35.25
Mines & Associates	employee assistance pgm Jan 2014	GF	236.52
Eforce software	2014 annual license support fee	GF	6,038.89
National League of Cities	2014 member dues	GF	1,489.00
Rotary Club of Windsor	2014 1st qtr member dues	GF	175.00
ASCAP	annual licensing fee	GF	330.00
International economic	IEDC annual membership	GF	385.00
NCCAR	NCCAR & Xceligent subscription	GF	960.00
Economic De Council of CO	EDCC annual membership 2014	GF	275.00
Colorado festivals & events assoc	annual membership	GF	175.00
Standard Insurance Co	employer paid long/short term disability	GF	3,023.75
Colorado Real estate journal inc	2014 journal listing	GF	100.00
Broadcast Music Inc	2014 annual license fee	GF	330.00
Rocky Mountain chapter FBINAA	Rocky mtn command college registration x 2	GF	900.00
SESAC	2014 annual licensing fee	GF	343.00
Frey, John	contract legal fees Jan 2014	GF	3,750.00
Colorado Supreme Court	2014 attorney registration	GF	325.00
CIRSA	property & Casualty insurance renewal	CRCF	21,361.09
Mines & Associates	employee assistance pgm Jan 2014	CRCF	19.44
Northern Colorado Water	NISP phase 3A permitting work	WF	82,500.00
CIRSA	workmans comp insurance, prop/casualty ins renewal	WF	25,020.24
Mines & Associates	employee assistance pgm Jan 2014	WF	9.72
University of Southern California	2014 water purveyor member dues	WF	320.00
North Front Range MPO	2014 membership dues	SF	3,666.00
CIRSA	workman's comp insurance 2014	SF	29,370.81
Mines & Associates	employee assistance pgm Jan 2014	SF	9.72
CIRSA	workmans comp insurance, prop/casualty ins renewal	SDF	12,500.42
Mines & Associates	employee assistance pgm Jan 2014	SDF	3.24
CIRSA	workman's comp insurance 2014	FMF	4,228.92
Kenz & Leslie Dist co	diesel thaw	FMF	20.30
Rocky Mountain Fleet Management Assoc	member fee	FMF	310.00
Mines & Associates	employee assistance pgm Jan 2014	FMF	9.72
Dean Pendleton	meg impact wrench	FMF	373.00
CIRSA	workman's comp insurance 2014	ITF	404.87
ESRI	small gov license agreement	ITF	25,500.00
Mines & Associates	employee assistance pgm Jan 2014	ITF	9.72
Suiteone Media Inc	streaming svcs renewal	ITF	4,800.00
Cartegraph Systems inc	2014 annual maintenance renewal	ITF	2,650.00
Springbrook Software Inc	initial payment of software contract	ITF	103,525.00
Hix Insurance Assoc	Kern Liability insurance	KERN	2,252.00
1st Bank of Northern Colo	bi-weekly employee payroll deductions	HIF	7,966.66
CIRSA	workman's comp insurance 2014	FS	10,893.87
Mines & Associates	employee assistance pgm Jan 2014	FS	19.44
Windsor Chamber of Commerce	2014 chamber dues	DDA	95.00
Colorado Special Districts Property	DDA liability insurance 2014	DDA	1,723.63

VENDOR	DESCRIPTION	FUND	AMOUNT
Public Agency Training Council Inc	leadership training	GF	295.00
Legino, Sandee	reimburse for CPR/FA Courses	GF	71.90
Chematox Labs	drug screenings	GF	385.00
Coren Printing	printing-name tags/plates	GF	43.00
Lil' Flower Shop	sympathy flowers, staff member surgery	GF	130.90
Xcel Energy	utilities	GF	33,813.15
Century Link	utilities	GF	620.48
Weld County Clerk & Recorder	filing fees	GF	51.00
Poudre Valley REA	utilities	GF	334.38
Scott's Electric Bucket	secure table,meter panel repair,outlet replace,truck outlet replace	GF	776.65
Larimer County Sales & Use Tax	Larimer Cty use tax collections	GF	12,971.64
Office Depot	office supplies	GF	46.55
Windsor-Severance Fire Protection	bldg permits fees collected reimbursement	GF	21,800.04
Wireless Advanced Comm	2014 service agreement	GF	5,370.00
United Way of Weld County	employee donation	GF	15.00
Family Support Registry	wage assignment	GF	296.57
Professional Management Soloutions	merit/classification consult	GF	1,315.00
Reserve Account/Pitney Bowes	reload postage meter	GF	4,178.00
North Front Range MPO	unified planning work pgm	GF	869.85
Complete Mailing Solutions Inc	contract station inserter	GF	721.26
Century Link	telephone svc	GF	186.21
Brunner, Justin	reimbursement of uniform	GF	196.03
Barefoot Farms Inc	snow removal	GF	2,098.75
Richard Ochoa	teen night DJ 1/10/14	GF	250.00
Pitney Bowes	postage meter rental Dec 2013	GF	14.88
Delbert Stoltz	snow/ice removal	GF	375.00
The Humane Society of Weld County	animal rescue & housing	GF	126.31
AT&T Mobility	phone svc PD	GF	75.71
Kinsco	uniform	GF	174.57
Steve Schmidt Trucking	hauling of ice buster	GF	1,275.00
Northern Colorado Crime Stoppers	agency participation dues 2014	GF	425.00
Power to Play Sports	2014 Colo winter leagues basketball	GF	19,500.00
NEECCO SBDC	2014 NEECCO SBDC Sponsorship	GF	5,000.00
UMB-Card Services	Great western railroad mtg lunch	GF	13.77
UMB-Card Services	Coffee w/Mayor	GF	51.40
UMB-Card Services	Colo Off Hist Preservation rep dinner	GF	37.15
UMB-Card Services	supplies,lunch meetings	GF	1,100.29
UMB-Card Services	registration wire decoder training x 2	GF	39.00
UMB-Card Services	Surface covers/book/sales tax	GF	25.40
UMB-Card Services	Board mtg dinner, subscription	GF	108.49
UMB-Card Services	Staff dev, books, credit	GF	559.14
UMB-Card Services	colo LTAP class, overtime meals	GF	156.67
UMB-Card Services	Books, supplies, return	GF	142.99
UMB-Card Services	Event supplies, staff development	GF	114.71
UMB-Card Services	Safety training video, books, recertification	GF	517.55
UMB-Card Services	Adaptive dinner out chaparone dinner	GF	24.90
UMB-Card Services	Adaptive supplies, trip, tix	GF	51.25
UMB-Card Services	HR Conference registration, anniv staff lunch	GF	630.40
UMB-Card Services	CPRA Nuggets skills registration	GF	30.00
UMB-Card Services	NRPA Membership, Archery supplies	GF	799.09
UMB-Card Services	Saving Place Conf registration	GF	1,015.00
UMB-Card Services	Intox mouthpieces, ammo,boxes, refund	GF	118.89
UMB-Card Services	Meeting refreshments	GF	30.05
UMB-Card Services	Chairs/employee banquet, flags, books	GF	2,972.43
UMB-Card Services	Senior trips, lunch, SALT events	GF	609.13
Lawrence Jones Custer Grasmick	legal svcs KERN	GF	3,483.00
Goldschmidt & Assoc	polygraphs	GF	110.00
Ablao Law LLC	legal svcs 4th qtr 2013	GF	723.75
Schmidt, Eliot	reimb for parking and pest application test	GF	71.00
Interstate All Battery of Ft. Collins	batteries, 2 way radios	GF	209.70
Laser Technology Inc	speed detector/mounting bracket	CIF	2,421.00
Interwest Consulting Group Inc	Cornerstone/Eastman roundabout engineer	CIF	3,075.00
UMB-Card Services	Chairs/employee banquet, flags, books	CIF	1,313.76
Jub Engeineers	WCR21 Bridge engineer svcs	CIF	872.58
Century Link	utilities	CRCF	620.48
Office Depot	office supplies	CRCF	3.84

VENDOR	DESCRIPTION	FUND	AMOUNT
Reserve Account/Pitney Bowes	reload postage meter	CRCF	43.50
Complete Mailing Solutions Inc	2014 contract station inserter	CRCF	10.62
Century Link	telephone svc	CRCF	2.67
Pitney Bowes	postage meter rental Dec 2013	CRCF	0.93
UMB-Card Services	portable speaker,ERG music sub	CRCF	536.99
UMB-Card Services	Chairs/employee banquet, flags, books	CRCF	539.71
Lockwood, Jolene	water refund	WF	121.27
Etl, Robert	water refund	WF	97.28
Snessby, Douglas	water refund	WF	13.83
Dakota Ridge Capital LLC	water refund	WF	16.48
Bell, Brad	water refund	WF	14.12
Jostad, John	water refund	WF	1.80
Landmark Construction Solutions	water refund	WF	85.72
New Expression Homes	water refund	WF	2.54
Pardue, Angela	water refund	WF	6.94
Chastain, Adam	water refund	WF	64.94
Johnston, Leonard	water refund	WF	103.77
Bottoms, Jennifer	water refund	WF	46.86
Sigmund, William	water refund	WF	26.37
Collier, Carol	water refund	WF	9.17
Terning, Harlan	water refund	WF	16.84
Powers, Kimberly	water refund	WF	36.92
Malloy, Thomas	water refund	WF	57.05
Wolfe, Jason	water refund	WF	26.11
Coren Printing	printing-delinquent envelopes	WF	73.33
USA blue book	curb stops. Flex key & probe	WF	1,073.20
Poudre Valley REA	utilities	WF	31.33
Reserve Account/Pitney Bowes	reload postage meter	WF	682.50
Complete Mailing Solutions Inc	2014 contract station inserter	WF	151.29
Data West Corp	forms-statements printing/ship,fee	WF	71.66
Century Link	telephone svc	WF	2.36
National Meter & Automation	meter yokes and paint	WF	1,739.40
Pitney Bowes	postage meter rental Dec 2013	WF	1.86
Dataprint	Dec 2013 water bill stmts	WF	1,839.85
Blackburn Manufacturing Co	water flags	WF	358.20
Weld County Dept of Public Health & Environment	water testing	WF	60.00
Melody Homes	water refund	WF	273.54
Lockwood, Jolene	sewer refund	SF	100.00
Etl, Robert	sewer refund	SF	40.00
Dakota Ridge Capital LLC	sewer refund	SF	20.00
Landmark Construction Solutions	sewer refund	SF	120.00
Chastain, Adam	sewer refund	SF	20.00
Johnston, Leonard	sewer refund	SF	60.00
Bottoms, Jennifer	sewer refund	SF	40.00
Sigmund, William	sewer refund	SF	20.00
Collier, Carol	sewer refund	SF	20.00
Terning, Harlan	sewer refund	SF	20.00
Powers, Kimberly	sewer refund	SF	20.00
Sliper, Boyd	sewer refund	SF	40.00
Malloy, Thomas	sewer refund	SF	40.00
Wolfe, Jason	sewer refund	SF	20.00
Coren Printing	printing-delinquent envelopes	SF	73.33
Poudre Valley REA	utilities	SF	357.22
Reserve Account/Pitney Bowes	reload postage meter	SF	12.50
Complete Mailing Solutions Inc	2014 contract station inserter	SF	2.61
Data West Corp	forms-statements printing/ship,fee	SF	71.67
Pitney Bowes	postage meter rental Dec 2013	SF	0.91
Dataprint	Dec 2013 water bill stmts	SF	1,494.55
Melody Homes	sewer refund	SF	333.05
Lockwood, Jolene	Storm drain refund	SDF	30.90
Etl, Robert	Storm drain refund	SDF	11.00
Bielecki, Richard	Storm drain refund	SDF	4.68
Dakota Ridge Capital LLC	Storm drain refund	SDF	2.20
Hilt, Matthew	Storm drain refund	SDF	100.00
Walker, Joseph	Storm drain refund	SDF	6.56
Landmark Construction Solutions	Storm drain refund	SDF	15.40

VENDOR	DESCRIPTION	FUND	AMOUNT
Chastain, Adam	Storm drain refund	SDF	5.29
Johnston, Leonard	Storm drain refund	SDF	16.23
Curci, Jen	Storm drain refund	SDF	8.23
Bottoms, Jennifer	Storm drain refund	SDF	5.03
Sigmund, William	Storm drain refund	SDF	5.71
Collier, Carol	Storm drain refund	SDF	5.73
Montoya, Elmer	Storm drain refund	SDF	9.74
Terning, Harlan	Storm drain refund	SDF	5.08
Powers, Kimberly	Storm drain refund	SDF	4.86
Snyder, Derrick	Storm drain refund	SDF	34.56
Brown, Robert	Storm drain refund	SDF	8.95
Sliper, Boyd	Storm drain refund	SDF	11.74
Clark, Barbara	Storm drain refund	SDF	7.09
Malloy, Thomas	Storm drain refund	SDF	6.20
Wolfe, Jason	Storm drain refund	SDF	5.20
German, Bob	Storm drain refund	SDF	31.37
Coren Printing	printing-delinquent envelopes	SDF	73.34
Data West Corp	forms-statements printing/ship,fee	SDF	71.67
Dataprint	Dec 2013 water bill stmts	SDF	1,494.56
Melody Homes	Storm drain refund	SDF	57.35
Weld County School Dist RE4	joint fuel facility expend	FMF	1,079.99
Zep Sales & Svc	hand cleaner	FMF	143.93
LL Johnson Dist co	parts for unit 39	FMF	765.76
Kimball Midwest	chisel set, paint markers	FMF	70.21
UMB-Card Services	mile-x equipment, screw jacks,uniform	FMF	620.76
Office Depot	office supplies	ITF	5.76
State of Colorado/OIT	frame, ATM internet svc	ITF	1,249.79
Ferguson-Jenkins & Assoc	GIS website maint	ITF	2,000.00
UMB-Card Services	replacement power supply,surface covers,books,dry erase supp	ITF	1,100.21
Staples	office supplies	ITF	245.96
Xcel Energy	utilities	KERN	63.68
1st Bank of Northern Colo	bi-weekly employee payroll deductions	HIF	8,039.71
Office Depot	office supplies	FS	11.54
UMB-Card Services	uniform alteration	FS	14.00
Amersco	monthly energy monitoring	FS	389.00
Archon Systems Inc	inventory computer pgm FAC	FS	499.00
Reserve Account/Pitney Bowes	reload postage meter	DDA	83.50
Complete Mailing Solutions Inc	2014 contract station inserter	DDA	14.22
Connie Hanrahan/Mantooth Mktg	Wheels N Deals Advertising	DDA	537.63
Colorado Department of Revenue	multiple event sales tax license	DDA	16.00
McGlamery Engineering Grou	engineer for DDA lots	DDA	490.00
Reconstruction Experts	duplicate permits refund	GF	233.12
Fort Collins-Loveland Water Dist	water purchased	GF	19.53
Northern Colorado Water	Registration water auditor class	GF	450.00
Weld County Clerk & Recorder	filing fees	GF	32.00
Larimer County Clerk & Recorder	filing fees	GF	16.00
United States Post Office	PO box for 2014 election	GF	570.00
Office Depot	office supplies	GF	2,078.96
Galeton	thermal gloves	GF	26.65
Fort Collins Baseball club	NOCO rookie travel league x 2	GF	1,900.00
North Front Range MPO	unified planning work pgm	GF	506.59
Harbor Freight Tools	shop equipment	GF	245.94
Sean Grogan	official fees	GF	23,960.00
Pitney Bowes	postage meter rental Dec 2013	GF	188.32
Mines & Associates	employee assistance pgm Jan 2014	GF	239.76
Safebuilt Inc	permit fees Dec 2013 reimb	GF	78,641.25
City of Fort Collins	ice buster	GF	16,657.67
Canteen Refreshments	monthly coffee service	GF	132.10
International council of shopping centers	2014 memberships x 2	GF	150.00
Longmont Baseball league inc	baseball registration	GF	4,425.00
Bomgaars	shop supplies, uniform	GF	389.72
Cox, David	APA conf per diem replacement check	GF	218.00
Occupational Health Centers	recertification physicals DOT	GF	69.00
Employer's council services inc	2014 poster update svc	GF	120.00
Don Kehn Construction Inc	CAP improvement project 2013	PIF	128.26
Don Kehn Construction Inc	CAP improvement project 2013	CIF	60,123.10

VENDOR	DESCRIPTION	FUND	AMOUNT
Western States Land Services Inc	WCR21 bridge-land acquisition	CIF	872.00
Vaught Frye Larson Architects	ADA drawings-CRC locker room	CIF	875.00
Aller-Lingle-Massey Architects	shop feasibility study	CIF	4,117.00
Office Depot	office supplies	CRCF	5.28
Pitney Bowes	postage meter rental Dec 2013	CRCF	11.77
Mines & Associates	employee assistance pgm Jan 2014	CRCF	16.20
Securitas Security Svcs	rental security	CRCF	82.58
Sboczak, Robert	water refund	WF	14.87
Fort Collins-Loveland Water Dist	water purchased	WF	27,508.64
Northern Colorado Water	2014 assessment	WF	84.00
City of Greeley	water purchased	WF	247.50
Office Depot	office supplies	WF	201.51
Don Kehn Construction Inc	CAP improvement project 2013	WF	6,020.78
Pitney Bowes	postage meter rental chgs	WF	23.54
Mines & Associates	employee assistance pgm Jan 2014	WF	9.72
Intermountain Sales Inc	receiver/transmitter locator	WF	2,749.00
Sboczak, Robert	sewer refund	SF	20.00
Falcon Environmental Corp	repair kit	SF	172.59
Scott's Electric Bucket	repair wire ondialer,check fan/heater,lift stn repair	SF	378.87
Office Depot	office supplies	SF	18.69
Sportsman's Warehouse	uniforms	SF	79.97
Operator Certification Program	renewal operator's certification	SF	85.00
Pitney Bowes	postage meter rental chgs	SF	11.78
Mines & Associates	employee assistance pgm Jan 2014	SF	9.72
Dorman, Lann	reimb for operator's cert renewal, water classes online	SF	275.00
Bomgaars	uniform	SF	96.97
Sboczak, Robert	Storm drain refund	SDF	6.16
Mines & Associates	employee assistance pgm Jan 2014	SDF	3.24
Hotsy Equipment of N. Colo	hose	FMF	58.50
Mac Equipment	air filters	FMF	69.54
Caroline Elliott	uniform embroidery	FMF	42.50
The Water shed	curb guard set/blade	FMF	461.26
Mines & Associates	employee assistance pgm Jan 2014	FMF	9.72
Dean Pendleton	snap on screw driver set	FMF	112.95
Office Depot	office supplies	ITF	7.91
Mines & Associates	employee assistance pgm Jan 2014	ITF	9.72
Lewan & Assoc	network services	ITF	5,000.00
Scott's Electric Bucket	electric outlets added PW	FS	208.54
Office Depot	office supplies	FS	34.45
Mines & Associates	employee assistance pgm Jan 2014	FS	19.44
Daniel Caulman	svc call PD	FS	295.00
Chematox Labs	blood alcohol test/drug screen	GF	65.00
GFOA	Budget review fee GFOA Awards for budget program	GF	330.00
Xcel Energy	utilities	GF	19.89
Century Link	utilities	GF	414.96
Weld County Clerk & Recorder	filing fees	GF	66.00
Poudre Valley REA	utilities	GF	8,891.14
Bunting Disposal Inc	trash service	GF	749.50
Colorado Association for Municipal	2014 dues CAMCA	GF	20.00
United States Post Office	postage permit fee	GF	160.28
Windsor Hardware	tools,lube for playground,plastic bolts, fasteners	GF	80.59
United Way of Weld County	employee donation	GF	15.00
Family Support Registry	wage assignment	GF	296.57
Pioneer Sand	Cap stones windsor highlands	GF	23.25
Youth & Family Connections	Alloct contrib Jub assess	GF	9,500.00
City of Greeley	4th Qtr 2013 sales tax rev sharing	GF	13,648.28
City of Greeley	senior trip.	GF	135.00
Kinsco	shirts	GF	346.93
Highland Park Lanes	adaptive bowling Dec 2013	GF	86.80
Belmire Sprinkler & Landscaping inc	tree planting 3rd & Main	GF	425.00
Trugreen Ltd Partnership	ice melt	GF	441.00
Kenneth Henschke	psych evals x 3	GF	375.00
Procopio, Rhonda	Jan dog classes	GF	224.00
Staples	office supplies	GF	80.04
Weld County Chiefs of Police Assoc	2014 membership renewal	GF	35.00
Swanson, Stacey	reimb for meeting refreshments	GF	23.93

VENDOR	DESCRIPTION	FUND	AMOUNT
Schmidt, Eliot	reimb for Planet certification	GF	85.00
My Office Etc	printing-business cards	GF	25.00
Fine Lines Pavement Marking	pickle ball court marking Eastman	CIF	200.00
ABCO Contracting Inc	WCR 13 bridge repair-retainage	CIF	8,084.19
Century Link	utilities	CRCF	475.82
Bunting Disposal Inc	trash service	CRCF	113.75
United States Post Office	postage permit fee	CRCF	2.36
Utility Billing Refunds	water refund	WF	2,009.89
Poudre Valley REA	utilities	WF	1,467.95
United States Post Office	postage permit fee	WF	33.62
Schonstedt Instrument co	repair locator instrument	WF	304.96
Melody Homes	water refund	WF	620.59
Utility Billing Refunds	sewer refund	SF	1,520.00
Century Link	utilities	SF	106.24
Poudre Valley REA	utilities	SF	17,015.43
Bunting Disposal Inc	trash service	SF	32.34
United States Post Office	postage permit fee	SF	0.58
Melody Homes	sewer refund	SF	620.00
Utility Billing Refunds	storm drain refund	SDF	668.99
Perry Lewis	uniform allowance	SDF	39.99
Melody Homes	Storm drain refund	SDF	122.84
Morey's Glass & Metals	rock chip repair	FMF	35.00
Windsor Valley Auto Wash	car wash tokens	FMF	120.00
Iron Mountain Truck and Auto, Inc.	repair hail damage unit 17	FMF	5,720.74
Comcast Cable Comm	internet svc PD	ITF	6.16
Comcast Cable Comm	internet	ITF	209.90
Technical Difference, Inc.	People-track one year support	ITF	2,189.30
Civicplus	2014 annual web hosting/support	ITF	9,882.81
Staples Advantage	toner	ITF	559.97
1st Bank of Northern Colo	bi-weekly employee payroll deductions	HIF	8,012.01
Century Link	utilities	FS	48.31
Victory Sales	uniform	FS	256.00
Windsor Hardware	flush lever, extension cord	FS	35.98
Dean Contracting	gate repair	FS	651.42
Old National Bank	energy eff lease purchase January	FS	3,455.41
Greeley Lock & Key	door repair TH, lock repair CRC	FS	738.76
United States Post Office	postage permit fee	DDA	3.16
			1,485,279.04
	PAYROLL		491,843.23
	(wages/ 3 pay periods)		
			1,977,122.27
	TOTAL		

M E M O R A N D U M

Date: February 10, 2014
To: Mayor and Town Board
Via: Regular meeting materials
From: Ian D. McCargar, Town Attorney
Re: Resolution approving IGA with Weld County (Bill Jerke oilfield worker count)
Item #: B.4.

Background / Discussion:

Each year, the Department of Local Affairs distributes the local allotment of oil and gas severance tax revenue under a statutory formula. The formula includes a factor driven by the number of oilfield workers residing within the local jurisdiction. For the past several years, Weld County has contracted with William Jerke, and Mr. Jerke has gone about confirming oil field worker residents within the County. The Town has participated in this effort by bearing a portion of Mr. Jerke's cost, and by paying a fractional "not to exceed" amount for each oil field worker added to the Town's roster.

Financial Impact:

The expenditure for Mr. Jerke's services is a pro-rated share of $10,000, depending on the number of municipalities who join in this contract. The County is bearing a $10,000 cost on its own in addition to the share allocated to the various municipalities. In addition, the Town will pay a "bonus amount" calculated at 5% of the revenue from severance tax and federal mineral lease distribution revenue on a per-worker basis, up to a maximum of $50 per worker. The "bonus amount" applies only to new oil field workers counted by Mr. Jerke over the number from last year's count.

The revenue derived from the arrangement will depend on the number of new oilfield workers counted by Mr. Jerke.

Relationship to Strategic Plan: Strengthen local industrial economy

Recommendation: Adopt the attached Resolution by action on the Consent Calendar

Attachments:

Resolution Approving an Intergovernmental Agreement Between the Town of Windsor and the County of Weld with Respect to the Sharing of Costs for the County's Efforts at Increasing Distributions From the Department of Local Affairs;

Intergovernmental Agreement for Payment of Bonus Amounts for Certain Reported Oil and Gas Employees Residing Within Municipal Boundaries

TOWN OF WINDSOR

RESOLUTION NO. 2014-07

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR AND THE COUNTY OF WELD WITH RESPECT TO THE SHARING OF COSTS FOR THE COUNTY'S EFFORTS AT INCREASING DISTRIBUTIONS FROM THE DEPARTMENT OF LOCAL AFFAIRS

WHEREAS, the Town of Windsor ("Town") and the County of Weld ("County") have a long history of cooperation in a variety of endeavors; and

WHEREAS, the County has recently entered into an agreement with William Jerke, under which Mr. Jerke will be compensated for reporting qualifying County residents employed in oil and gas and mineral extraction activity, thus increasing the County's share of State Severance Tax and federal mineral lease non-bonus payments distributed by the Department of Local Affairs ("DOLA Payments"); and

WHEREAS, the efforts of Mr. Jerke will benefit the Town, as the State formula for distribution of DOLA Payments requires a certain percentage of the DOLA Payments must be allocated to municipalities within each county; and

WHEREAS, the County has asked that the Town share in the cost of Mr. Jerke's services to acknowledge the benefit flowing to the Town as a result of increased DOLA Payment revenue to the Town; and

WHEREAS, the County has presented to the Town the attached Intergovernmental Agreement for Payment of Bonus Amounts for Certain Reported Oil and Gas Employees Residing Within Municipal Boundaries ("IGA"); and

WHEREAS, the IGA fairly allocates to the Town a portion of the cost for Mr. Jerke's services for a one-year period; and

WHEREAS, the IGA has been reviewed by the Town Manager and Director of Finance, both of whom have recommended the IGA be approved; and

WHEREAS, the Town Board has concluded that the IGA is proper in all respects, and promotes the public interest.

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

1. The attached Intergovernmental Agreement for Payment of Bonus Amounts for Certain Reported Oil and Gas Employees Residing Within Municipal Boundaries is hereby approved by the Town Board of the Town of Windsor.

2. The Mayor his hereby authorized to execute the said Intergovernmental Agreement in the form attached hereto.

3. The Town Attorney is authorized to make such minor changes to the Intergovernmental Agreement as may be necessary to assure its clarity and finalization as authorized herein.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 10th day of February, 2014.

TOWN OF WINDSOR, COLORADO

By:_____
John S. Vazquez, Mayor

ATTEST:

_____
Patti Garcia, Town Clerk

INTERGOVERNMENTAL AGREEMENT FOR PAYMENT OF BONUS AMOUNTS FOR CERTAIN REPORTED OIL AND GAS EMPLOYEES RESIDING WITHIN MUNICIPAL BOUNDARIES

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into effective as of the date set forth below, between the COUNTY OF WELD, a political subdivision of the State of Colorado, whose address is P. O. Box 758, 1150 O Street, Greeley, CO 80632, hereinafter referred to as "Weld County," and the TOWN OF WINDSOR, a municipal corporation of the State of Colorado, with address of 301 Walnut Street, Windsor, CO 80550, hereinafter referred to as "Municipality."

WITNESSETH:

WHEREAS, the Colorado Department of Local Affairs ("DOLA") distributes revenue derived from energy and mineral extraction statewide, with revenues coming from State Severance Tax receipts and Federal Mineral Lease non-bonus payments, and

WHEREAS, on December 18, 2013, the Board of County Commissioners entered into an agreement with William Jerke to assist in ensuring that the maximum number of oil and gas employees residing within unincorporated Weld County and the various municipalities within Weld County are reported to the State of Colorado, and

WHEREAS, generally, the terms of the agreement with Mr. Jerke call for the payment of a base amount of $20,000 plus for all reported oil and gas employees residing within Weld County over 4,353 (residing in unincorporated Weld County), a bonus amount of 5% of the State of Colorado Severance Tax Direct Distribution payment per employee (maximum $50), and 5% of the Federal Mineral Lease Distribution per employee (maximum $50), paid to Mr. Jerke upon the receipt of said State and Federal sums by the County (said distributions being collectively referred to herein as "Distributions"), and

WHEREAS, Municipality recognizes that it will benefit financially from the payment of the $20,000 by County, because the work performed by Mr. Jerke will most likely result in increased Distributions to it by DOLA, and

WHEREAS, Municipality offers, through this IGA, to share in the cost of the agreement with Mr. Jerke by paying a prorate share of the additional base of $10,000 (the increase of the base from $10,000 to $20,000) dependent upon the municipality's percentage of the 4,353 employees counted in 2013 (as shown on the attached Exhibit "A"), plus the bonus amount for all reported oil and gas employees residing within their municipality in 2014 over the number of employees reported for their municipality for 2013, and

WHEREAS, in accordance with Section 29-1-203, C.R.S., political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the corporations or contracting entities.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. PAYMENT BY MUNICIPALITY OF BONUS AMOUNTS FOR CERTAIN REPORTED OIL AND GAS EMPLOYEES RESIDING WITHIN MUNICIPALITY'S BOUNDARIES: Municipality agrees to pay to County a prorate share of the additional base of $10,000 (the increase of the base from $10,000 to $20,000) dependent upon the municipality's percentage of the 4,353 employees counted in 2013 (as shown on the attached Exhibit "A"), plus the bonus amount for all reported oil and gas employees residing within their municipality in 2014 over the number of employees reported for their municipality for 2013. The term "bonus amount" shall be the amount of 5% of the State of Colorado severance tax direct distribution payment per employee (maximum $50), and 5% of the federal mineral lease distribution per employee (maximum $50). Payment shall be made by Municipality to County at the end of the quarter when the Distributions are received.

2. TERM: The term of this IGA shall be from January 1, 2014, to and until December 31, 2014.

3. ENTIRE AGREEMENT: This writing constitutes the entire IGA between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

4. NO WAIVER OF IMMUNITY: No portion of this IGA shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this IGA be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this IGA.

5. NO THIRD PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this IGA shall give or allow any claim or right of action whatsoever by any other person not included in this IGA. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this IGA shall be an incidental beneficiary only.

Signed by the parties this ___ day of _____, 2014.

ATTEST:
Weld County Clerk to the Board

By: _____
Deputy Clerk to the Board

COUNTY OF WELD, a political subdivision of the State of Colorado

By: _____
Douglas Rademacher, Chairman
Board of County Commissioners of the County of Weld

ATTEST:

By: _____
Patti Garcia, Town Clerk

TOWN OF WINDSOR, a municipal corporation of the State of Colorado

By: _____
John Vazquez, Mayor

M E M O R A N D U M

Date: February 10, 2014
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Joe Plummer, AICP, Director of Planning
From: Josh Olhava, Associate Planner
Re: Ordinance No. 2014-1468 – Designating the Park School building, 301 Walnut Street, as a Local Historic Landmark – Rachel Kline, Chairperson of the Historic Preservation Commission/applicant - Second Reading
Item #: C.1

Background / Discussion:

Chairperson Kline, on behalf of the Windsor Historic Preservation Commission (HPC), submitted a nomination to designate the Park School building (currently serving as Town Hall offices for the Town of Windsor), located at 301 Walnut Street, as a historic landmark.

In accordance with Section 4.a. of the Historic Preservation Ordinance, the HPC, at their January 8, 2014 meeting, held a public hearing and forwarded a recommendation of approval to the Town Board on this nomination. On January 27, 2014, the Town Board held a public hearing and unanimously passed Ordinance 2014-1468 on first reading.

Criteria for Designation:

Proposed Landmarks must be at least fifty (50) years old and meet one (1) or more of the criteria for architectural, social, or geographical/environmental significance hereinafter described. A landmark could be exempt from the age standard if it is found to be exceptionally important in other significant criteria.

1. Architectural

a. Exemplifies specific elements of an architectural style or period.
Staff Comment: Staff agrees with the applicant that the Park School building exemplifies specific elements of an architectural style or period. The Park School building is an excellent example of a Colonial Revival structure made from local stone and labor. Its accentuated entrances with decorative arches, crowns, and pilasters extended forward, doors with fanlights, multi-paned sash windows, and overall symmetry are identifying features of the Colonial Revival style.

b. Example of the work of an architect or builder who is recognized for expertise nationally statewide, regionally or locally.
Staff Comment: N/A

c. Demonstrates superior craftsmanship or high artistic value.
Staff Comment: Staff agrees with the applicant that the Park School building demonstrates superior craftsmanship or high artistic value. The Park School building exhibits exemplary stone work and styling, unlike any other structure in Windsor.

d. Represents an innovation in construction, materials or design.
   Staff Comment: *N/A*

e. Pattern or grouping of elements representing at least one (1) of the above criteria.
   Staff Comment: *N/A*

f. Significant historic remodel.
   Staff Comment: *N/A*

2. Social

a. Site of historical event that had an effect upon society.
   Staff Comment: *N/A*

b. Exemplifies cultural, political, economic or social heritage of the community.
   Staff Comment: Staff agrees with the applicant that the Park School building exemplifies cultural, political, economic or social heritage of the community. The evolution of the building reveals the changing needs within Windsor to provide education to a rapidly growing population based on agriculture and industry. The building is Windsor's longest standing school house, providing area children with education from 1905 to 1978, first serving as a high school, then later as an elementary school.

c. An association with a notable person or the work of a notable person.
   Staff Comment: *N/A*

3. Geographic/Environmental

a. Enhances the sense of identity of the community.
   Staff Comment: Staff agrees with the applicant that the Park School building enhances the sense of identity of the community. The Park School building enhances a sense of identity within the community as a well-loved building by locals and visitors alike. Park School is one of Windsor's oldest remaining and notable landmarks, located in its' original location; it anchors the Town between business to the north on Main Street and the residential and religious district on Walnut Street and to the south.

b. An established and familiar natural setting or visual feature of the community.
   Staff Comment: *N/A*

The physical integrity of the proposed landmarks will also be evaluated using the following criteria (a property need not meet all of the following criteria):

a. Shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, State or nation.
   Staff Comment: See Criteria for Designation Item #2 'Social', above.

b. Retains original design features, materials and/or character.
   Staff Comment: Restoration work on the building such as stone work, doors, windows, roof line, construction of an elevator shaft, and added eastern exterior staircase was completed with the original design, materials, and workmanship in mind using in-kind construction methods and materials to maintain the building's aesthetic and structural integrity.

c. Original location or same historic context after having being moved.
   Staff Comment: The Park School building remains in its' original location.

d. Has been accurately reconstructed or restored based on documentation.
   Staff Comment: In 2010, the building was restored to its original design, including the removal of the 1967 annex. See Physical Integrity, Item 'b' above. Some materials, such as the exterior doors, lighting and venting are of modern materials, though these few modern materials do not impede upon the building's overall preponderance of integrity.

Relationship to the Strategic Plan: The nomination is consistent with the following Strategic Plan Objective:

Goal 2.B: Encourage Historic Preservation

Notification: The following notifications were completed in accordance with the Municipal Code:

- January 10, 2014 – Historic Review sign posted on the property

Recommendation: The Historic Preservation Commission recommends that the Town Board adopt Ordinance No. 2014-1468 on second reading based on the following findings of fact, and staff concurs with this recommendation.

That the Park School building as nominated and presented:

1. Exemplifies specific elements of an architectural style or period;
2. Demonstrates superior craftsmanship of high artistic value;
3. Exemplifies the cultural, economic and social heritage of the community; and
4. Enhances the sense of identity of the community.

Enclosures: Ordinance No. 2014-1468

pc: Rachel D. Kline, Chairperson of the Historic Preservation Commission, applicant

ORDINANCE NO. 2014-1468

AN ORDINANCE DESIGNATING THE PARK SCHOOL BUILDING (WINDSOR TOWN HALL) AS A LOCAL HISTORIC LANDMARK PURSUANT TO THE REQUIREMENTS OF ARTICLE XXVIII OF CHAPTER SIXTEEN OF THE *WINDSOR MUNICIPAL CODE*

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

WHEREAS, the Town's citizens have consistently voiced their support for the preservation of historically-significant properties and features within the Town, in order that the Town's heritage remains a source of education, community culture and pride; and

WHEREAS, under Article XXVIII, Chapter 16 of the *Windsor Municipal Code* ("Historic Preservation Code"), the Town has the authority to designate historic landmarks in accordance with the requirements of the Historic Preservation Code; and

WHEREAS, the Town, as owner of the historic Park School Building, now known as Windsor Town Hall, located at 301 Walnut Street, Windsor, Colorado, has requested historic landmark designation pursuant to the Historic Preservation Code; and

WHEREAS, the location and legal description of the Park School Building is depicted in Exhibit A hereto, incorporated herein by this reference as if set forth fully; and

WHEREAS, the Windsor Historic Preservation Commission has held the required public hearing on the Town's application for historic designation, and has recommended that the Park School Building be designated as a historic landmark; and

WHEREAS, the Town Board has conducted a public hearing, notice of which was duly posted in accordance with the requirements of the Historic Preservation Code; and

WHEREAS, the Town Board, in accordance with the requirements of the Historic Preservation Code, hereby finds that the characteristics of the Park School Building justifying its historic landmark designation are as set forth in Exhibit B hereto, the contents of which are incorporated herein by this reference as if set forth fully; and

WHEREAS, the particular features of the Park School Building that should be preserved are as set forth in Exhibit C hereto, the contents of which are incorporated herein by this reference as if set forth fully.

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

Section 1. The Town Board does hereby designate the Park School Building as a historic landmark, as that term is used in the Historic Preservation Code.

Section 2. This designation shall subject the Park School Building to all regulations, controls and standards set forth in the Historic Preservation Code.

Introduced, passed on first reading, and ordered published this 27th day of January, 2014.

TOWN OF WINDSOR, COLORADO

By_____
John S. Vazquez, Mayor

ATTEST:

_____
Patti Garcia, Town Clerk

Introduced, passed on second reading, and ordered published this 10th day of February, 2014.

TOWN OF WINDSOR, COLORADO

By_____
John S. Vazquez, Mayor

ATTEST:

_____
Patti Garcia, Town Clerk

"EXHIBIT A"

(Park School building)

Legal Description:

Lots 2, 4, 6, 8, 10, 12, 14 and 16, Block 18, Town of Windsor (original plat)
Section 21; Township 06; Range 67

"EXHIBIT B"

Criteria for Designation
(Park School building)

1. **<u>Architectural</u>**
   a. *Exemplifies specific elements of an architectural style or period.*

      The Park School building is an excellent example of a Colonial Revival structure made from local stone and labor. Its accentuated entrances with decorative arches, crowns, and pilasters extended forward, doors with fanlights, multi-paned sash windows, and overall symmetry are identifying features of the Colonial Revival style.

   c. *Demonstrates superior craftsmanship or high artistic value.*

      The building also demonstrates superior craftsmanship of high artistic value with its exemplary stone work and styling, unlike any other structure in Windsor.

2. **<u>Social</u>**
   b. *Exemplifies cultural, political, economic or social heritage of the community.*

      The evolution of the building reveals the changing needs within Windsor to provide education to a rapidly growing population based on agriculture and industry. The building is Windsor's longest standing school house, providing area children with education from 1905 to 1978, first serving as a high school, then later as an elementary school.

3. **<u>Geographic/Environmental</u>**
   a. *Enhances the sense of identity of the community.*

      The Park School building enhances a sense of identity within the community as a well-loved building by locals and visitors alike. Park School is one of Windsor's oldest remaining and notable landmarks, situated in its' original location; it anchors the Town between business to the north on Main Street and the residential and religious district on Walnut Street and to the south.

The physical integrity was evaluated using the following criteria:

a. *Shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, State or nation.*

   See Criteria for Designation Item #2 'Social', above.

b. *Retains original design features, materials and/or character.*

   Restoration work on the building such as stone work, doors, windows, roof line, construction of an elevator shaft, and added eastern exterior staircase was completed with the original design, materials, and workmanship in mind using in-kind construction methods and materials to maintain the building's aesthetic and structural integrity.

c. *Original location or same historic context after having being moved.*

   The Park School building remains in its' original location.

d. *Has been accurately reconstructed or restored based on documentation.*

   In 2010, the building was restored to its original design, including the removal of the 1967 annex. See Physical Integrity, Item 'b' above. Some materials, such as the exterior doors, lighting and venting are of modern materials, though these few modern materials do not impede upon the building's overall preponderance of integrity.

"EXHIBIT C"

Architectural Features to be Preserved
(Park School building)

Building Style and Form

The building is a Colonial Revival styled, three-story building of stone construction with an irregular rectangular plan, multiple roof, half-sunk basement, and two identical arched entrances. The irregular shape of the building is due to the inset central block between the eastern and western wings. This inset on the northern elevation is six feet, while the inset on the southern elevation from the eastern wing is 12 feet. The western wing and central block were originally flush on the southern elevation; however, this is now covered by the elevator shaft that measures 18' 10" x 23'. The eastern elevation has a small central inset measuring two feet by ten feet. The building's foundation is comprised of concrete.

The building features a multiple roof line comprised of parallel hips over the two outer wings with two wall dormers, one each on the eastern and western elevations. Over the partial third-story central block is a cross gable hip roof with gablet. The original 1910 roof did not feature the cross gable hip, but rather the parallel hips on the eastern and western wings had gablets, secondary to the central hip. These gablets were reconfigured during the 2010 restoration. The roof pitch for all slopes is 6:12 while the eaves are 3.5:12. The entire roof line, except the elevator shaft, features wide open eave overhangs with fascia boards and false rafters. On the eastern slope of the east wing hip near the wall dormer is a brick chimney flue.

Facades

The stone that covers the majority of the building is rough-cut and irregular coursed. The only portion of cladding that is not stone are the third-story walls, cross gables of the central hip, and gables of the wall dormers on the eastern and western wings. These surfaces are covered with square shingles painted brown. Small louvered vents in the central gablet ends have replaced the original larger vents.

The building has five entrances. The two main entrances are located on the northern elevation on either side of the central block inset. They protrude six feet from the central block and one and a half feet from either wing. These projected banks extend only to the first story. Elevated from the ground, these identical entrances feature double doors with fanlights above. The present metal and glazed doors and four-light fanlights replaced the original wood paneled and glazed doors and multi-light windows. Surrounding each entrance are round arches of 12 voissoirs and a keystone with stone pilasters. The stone crowns above the arches feature cut molding and panels. The western entrance is centered on the elevation and around the entrance is a round arch with 11 voissoirs. The southern entrance is centered on the elevator shaft and protrudes from the elevation. Around the entrance is a simple round arch with a keystone and pilasters. The crown of the entrance is smooth with simple molding, unlike the more decorative northern entrances. The eastern entrance is situated within the inset of the eastern elevation between the first and second floors.

The building has a total of 127 windows, all of which are wood-framed, multi-paned sashes. Those windows within the stone cladding feature stone lintels and sills. All windows, excluding those on the elevator shaft addition to the south, utilize the original window frame assembly and trim.

Windows on the northern elevation total 44. These include ten vertical bays of two 6/6/6 triple hung sashes on the first and second floors and a fixed, multi-paned window at the basement level (total of 30). Above the two entrances are ribbons of three 6/6/6 triple hung sashes (total of six). The final eight windows on the third story are 3/6/6 double hung sashes.

The western elevation features 21 total windows including six vertical bays of two 6/6/6 triple hung sashes on the first and second floors and a fixed, multi-paned window at the basement level, except one (total of 17). Two 6/6/6 triple hung sashes sit over the entrance while the remaining two fixed, multi-paned windows are found in the wall dormer.

The southern elevation has a total of 39 windows. These include eight vertical bays of two 6/6/6 triple hung sashes on the first and second floors and a fixed, multi-paned window at the basement level (total of 24). There are two additional basement windows near the eastern corner. There are five third-story 3/6/6 double hung sashes. Above the entrance is a ribbon of three 6/6/6 triple hung sashes. Further above are two 4/4 double hung sashes. On the western side of the elevator shaft is a vertical bay of two 3/6/6 triple hung sashes and one 6/6 double hung sash. On the eastern side of the elevator shaft is a vertical bay of 6/6 double hung sashes.

The eastern elevation has a total of 23 windows. These include nine vertical bays of two 6/6/6 triple hung sashes on the first and second floors (total of 18). Two of these bays feature the fixed, multi-paned basement windows. Above the entrance is a fixed, multi-paned window. The remaining two fixed, multi-paned windows are found in the wall dormer.

TOWN OF WINDSOR
COLORADO

M E M O R A N D U M

Date: February 10, 2014
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Melissa M. Chew, CPRP, Director of Parks, Recreation & Culture
Re: Resolution 2014 – 08 Adopting Conservation Easement Stewardship Level of Service Standards
Item #: C.2

Background / Discussion:

Conservation Easements are an effective tool for preserving lands that offer significant natural, historical or cultural resources. As such, they are identified in the 2007 Update of the Parks, Recreation, Trails and Open Lands Master Plan as options for developing an Open Lands program. The Master Plan also calls for developing a "Level of Service Statement" (Standards). The use of conservation easements for buffering, protecting and providing public access is also identified in numerous other Town guiding documents. These Standards outline a process of accountability and stewardship in decision making relevant to conservation easements.

Such Level of Service is also related to becoming a certified as a conservation easement holder, meaning an agency has established certain key stewardship practices, submitted information to the Colorado Board of Realtors and been approved. This is required for any conservation easement where a property owner will claim tax credits. It is currently preferred, and likely will be required in the future, for acquisitions funded through Great Outdoors Colorado.

The processes are written compilations of current practices or further details of other practices we had not fully developed. We did consult with and model material after Larimer County, who has completed the certification process.

This material was presented and discussed oat Work Session on February 3, 2014.

Financial Impact:

There is no cost associated with adopting these Standards. The Standards allow for Stewardship Fees to be collected on conservation easements, and the established review and approval process would occur for any easement proposed.

Relationship to Strategic Plan:

1.G. Lead through stewardship of natural resources.

Recommendation:

Move to approve Resolution 2014 – 08 adopting Conservation Easement Stewardship Level of Service Standards.

Attachments:

b. Resolution 2014 – 08
c. Conservation Easement Stewardship Level of Service Standards

TOWN OF WINDSOR
RESOLUTION NO. 2014 – 08

A RESOLUTION APPROVING AND ADOPTING THE MARCH, 2013, TOWN OF WINDSOR CONSERVATION EASEMENT STEWARDSHIP LEVEL OF SERVICE STANDARDS

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

WHEREAS, the Town's citizens have consistently placed a high value on parks, open space and recreational facilities; and

WHEREAS, conservation easements are a valuable tool for the preservation of natural areas, preservation of agricultural lands and buffering of developed areas; and

WHEREAS, the Town has adopted a number of visioning and planning policies with respect to conservation easement value; and

WHEREAS, the management of conservation easements requires a sound and sensible set of stewardship protocols to assure compliance with statutory requirements and the promotion of public trust; and

WHEREAS, the Town's Parks, Recreation and Culture Department has developed the March, 2013, Town of Windsor Conservation Easement Stewardship Level of Service Standards ("Standards"), a copy of which is attached hereto and incorporated herein by this reference as if set forth fully; and

WHEREAS, the Standards reflect best management practices and statutory requirements for the handling of conservation easements; and

WHEREAS, the Town's Parks, Recreation and Culture Board has reviewed the Standards, and has recommended that the Standards be adopted by the Town Board; and

WHEREAS, the Town Board has reviewed the Standards and has considered the recommendation of the Parks, Recreation and Culture Board, and is prepared to approved the Standards by it approval of the within Resolution.

NOW, THEREFORE, be it resolved by the Town Board for the Town of Windsor, Colorado, as follows:

1. The foregoing recitals are incorporated herein as if set forth fully.

2. The attached March 2013 Town of Windsor Conservation Easement Level of Service Standards are hereby approved and adopted.

3. The attached Standards shall be followed by the Town with respect to any conservation easements held by or managed by the Town.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 10th day of February, 2014.

TOWN OF WINDSOR, COLORADO

By:_____
John S. Vazquez, Mayor

ATTEST:

_____
Patti Garcia, Town Clerk

TOWN OF WINDSOR
COLORADO

Conservation Easements are effective tools to preserve significant natural, historical or cultural resources.

Conservation Easement Stewardship

Level of Service Standards

March 2013

The mission of the Parks, Recreation & Culture Department is to provide recreation and cultural opportunities for the entire community through quality programs, facilities, service and management of natural resources.

Summary

Conservation easements are an effective way to preserve land and open space for future generations without an outright purchase of land. A conservation easement might preserve working farms, natural resources, cultural or historical sites or lands with valuable attributes.

The foundation of an effective easement stewardship program is based on good working relationships with landowners. This is true for easements initiated by landowners as well as the Town of Windsor. When the Town serves as an easement holder, it has a legal and ethical responsibility to ensure that landowners comply with the terms of their conservation easements to uphold the public benefit. Since conservation easements are for public benefit, it is paramount that the public has confidence in the Town's ability to fulfill stewardship responsibilities. Communication, conservation easement deeds, good baseline inventory data, annual monitoring and perhaps management plans are effective ways to define the terms of an easement, and promote good stewardship of the public trust.

Windsor's level of service standards reflect management practices recommended and also rules established by the Colorado Division of Real Estate pursuant to Title 12, Article 61 and Title 24, Article 24 of the Colorado Revised Statutes regarding the conservation easement certification program, Colorado Open Space Alliance's (COSA) document Holding Conservation Easements: A Local Government Best Practices Handbook (2009) and guidance from the Center for Excellence of the Colorado Coalition of land Trusts. Further materials were obtained by the National Alliance for Land Trusts and the Trust for Public Lands.

What is a Conservation Easement?

A conservation easement is a legal document which contains permanent restrictions on the use or development of a specific property. Landowners enter into a conservation easement as a voluntary act to preserve the resource values that are found on the protected land. Each easement is individually crafted to reflect the needs and objectives of the landowner and the agency receiving the easement. Public access may be granted in the original conservation easement or under a separate access easement has been granted by the owner.

The easement must be granted to a qualified conservation-oriented governmental entity (such as The Town of Windsor), or a private non-profit land trust (such as Legacy Land Trust).
The process for establishing, monitoring and reporting on conservation easements is contained in this Stewardship document. However, there are three critical components in the creation of a conservation easement:

- a willing landowner (grantor)
- a qualified receiving entity (grantee)
- a property that has resource values which warrant protection

There are potential tax implications for granting a conservation easement:

- Property Taxes---in Larimer County and Weld County, agricultural property tax rates are already low and may not be affected much.
- Income Taxes-Under the current (2010) federal law, if the conservation easement is donated it may be considered a tax-deductible charitable gift, which would allow the donor to deduct a percentage of his or her adjusted gross income in the year of the gift.
- Estate Taxes-If estate taxes are due, they often are reduced because the property value has been diminished by the granting of the conservation easement.
- State Tax Credit Program-A landowner may earn a credit for State taxes (up to a maximum of $375,000) for the donation of a conservation easement. These credits are transferable, i.e. they can be sold if the landowner cannot utilize them to reduce his/her own taxes.

Property owners should seek information from their attorneys and financial advisors regarding the legal and tax implications of establishing a conservation easement on their property!

Once a Conservation Easement is established, the landowner has certain responsibilities:

- to utilize the property in a manner that protects the conservation values
- to allow only those uses which are identified in the conservation easement as "permitted uses"
- to prevent those uses which are specifically stated as "prohibited" in the easement, or other uses which would negatively affect the conservation values.
- to allow the recipient agency to access the property at least once per year to confirm that the terms of the conservation easement are being followed.

What's the distinction between a conservation easement and land purchased outright?

- land under easement stays in private ownership and use, in accordance with the terms of the easement.
- when land is sold to a resource agency, the landowner gives up all use of the land, and it will be used for those purposes as determined by the purchasing entity e.g. parks, trails, open space.
- if purchased, the amount paid for a conservation easement will be less than that paid when the land is sold outright.

Background

The 2006 Update of the Town of Windsor Comprehensive Plan, which was adopted by the Planning Commission and accepted by Town Board, identifies several goals for long term community development where conservation easements may play a role:

- Using sound conservation practices, unique and distinctive natural features, sensitive ecosystems, critical wildlife habitats, and other unique natural resources should be conserved and preserved in a manner that assures their protection from adverse impacts.
- Community growth should respect and incorporate existing environmental constraints and opportunities to assure that new development and redevelopment will be harmonious with the area's natural and manmade environments.
- Provide for the conservation of natural resources, particularly water, and implement directives which promote a cleaner, more water-efficient, and aesthetically-appealing community.
- Community growth should include measures to protect and promote Windsor's cultural heritage and resources.

Additionally, the Comprehensive Plan establishes several policies to guide the decision making process, where again, conservation easements might play a role:

- Preserve unique, sensitive and critical natural areas such as lakes, rivers, streams, arroyos, aquifer recharge areas, ridgelines, bluffs, significant wildlife habitats (wetlands and riparian areas, native grasslands, floodplains), significant stands of plants, scenic vistas, historical areas, archeological sites and other unique landscapes. Alteration of key natural resource features necessitated by development may be offset through mitigation or replacement.
- Important wildlife species should be protected by preserving key wildlife habitat, wildlife "friendly" fencing design and working on regional programs to protect wildlife.
- Developments occurring within areas identified on the Environmental Resources and Hazards Map or other areas identified by the Town or referral agency may require special studies including: special engineering practices, wildlife and habitat surveys, resource mapping, visual simulations and/or other mitigating actions before development may proceed in areas of high environmental sensitivity. These studies will be the responsibility of the developer.
- The Town should ensure that buffer areas of limited development or no development are preserved adjacent to important natural features. Important natural features shall include; major ridgelines, lakes, ponds, streams, arroyos, Poudre River, sensitive wildlife habitats, unique vegetation areas, wetlands, wildlife corridors, historical areas and archeology sites. Minimum recommended buffer distances (measured from the edge of the natural feature):
    - Low sensitivity features: 50 feet (example - drainages, canals, ditches)
    - Moderate sensitivity features: 100 feet (example - wetlands, ridgelines, riparian areas)
    - High sensitivity features: 300 feet (example - Poudre River, waterfowl nesting areas).
    - Other natural features may require greater buffer distances.
- Preserve and promote the Community's historic resources through the Historic Preservation Commission, historic resource surveys, historic preservation planning and

incentives, and operation of the Museums and Cultural Affairs (Art & Heritage) Division. The Town should encourage public education on cultural resources through school programs, public outreach efforts, museums, cultural events and the development of a historic walking tour.

Additionally, the 2007 Update of the Parks, Recreation, Trails and Open Lands Master Plan, adopted by the Parks Recreation & Culture Board as well as Town Board, also identifies developing an Open Lands program as a goal where conservation easements may help to accomplish objectives:

Goal: Develop and articulate an Open Lands Program and Approach for the Town of Windsor to protect its natural values and allow the co-existence of wildlife and human life where appropriate and possible.

Strategies:

- Communicate previously adopted definition of Open Lands and a Level of Service Statement that are appropriate and fitting for the Town of Windsor.
- Utilize a method of evaluation for determining open lands acquisition and/or easement priorities based on the values represented by potential properties.
- Determine potential acquisitions and/or easements for evaluation.
- Consider developing an Open Space land dedication requirement.
- Determine potential funding mechanisms for open lands acquisitions.
- Enhance Open Lands management and maintenance policies and practices.
- Take a comprehensive planning approach toward Open Lands preservation in the Town of Windsor.

Implementation

Resolution 2008-59 establishes a simple process for actual acceptance of a conservation easement. Town Board is the final authority for acceptance, acting on recommendation from the Parks, Recreation & Culture Board. The following criteria is outlined in the resolution:

- The proposed conservation easement protects and preserves a community buffer, significant and desirable scenic views or trails.
- The proposed conservation easement protects and preserves the area's cultural identity, archaeological sites or agricultural heritage.
- The proposed conservation easement protects significant and desirable ecological resources, including aquatic environments, wildlife habitat and unique vegetation.

Additionally, the resolution allows for the collection of a stewardship fee as a condition of accepting the easement to allow the Town to monitor the conservation easement and to fund any future easement enforcement costs.

DOCUMENT : Resolution 2008-59

Accountability

The Town of Windsor has available a Landowner's Information Packet. The purpose of this material is to inform landowners of the process of dedicating a conservation easement, whether the easement might be acquired via donation (whereby landowners might pursue tax credits), purchase or a combination of these efforts.

DOCUMENT : Landowner Information Packet (contains Conservation Easement Stewardship Level of Service Standards, Resolution 2008-59, and other documents developed by outside agencies)
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Evaluation
Before a conservation easement is presented for consideration, staff shall complete due diligence in evaluating the proposed easement acquisition, whether donation, fee simple or transfer. Staff shall consider the values of the proposed easement as outlined in the above referenced Resolution, and rate the value of the prospective property. The Town Board may provide direction via Executive Session for negotiations and acquisition.

DOCUMENT : Criteria Evaluation Checklist and Ranking; Process Flowchart
STAFF: Director of Park, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Appraisal
An appraisal shall be completed on the property by an independent third party for use by both the property owner and the Town. It may be utilized as a tool for reaching an appropriate price if the easement is purchased; or utilized by the property owner regarding tax credits. The cost of such appraisal shall be borne by the initiator of the easement, or the property owner if tax credits are sought.

DOCUMENT : N/A
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed. Outside entity.

Document Development
Staff shall involve the owner in meetings to determine their wants and needs, and the objectives of a conservation easement, resulting in a listing of reserved rights of the property owner, and both allowed and prohibited uses. When acceptable terms are reached, the easement shall be conveyed via Deed. The easement shall be in perpetuity, providing permanent protection for the stated conservation values.

Staff will also evaluate the Town's capacity to monitor and /or maintain the easement property, which may be variable depending on the terms of the easement.

DOCUMENT : Sample Deed
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Attorney, other staff as needed. Outside entity.

Recommendation
Once the necessary documents have been developed, materials are presented to the Parks Recreation & Culture Advisory Board (PReCAB) for review. PReCAB would conduct a Public Hearing regarding the easement acquisition and formulate a recommendation to the Town Board, who has final authority over approval of conservation easements.

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Manager, Town Attorney, other staff as needed.

Baseline Data Report
A thorough report of baseline date shall be prepared by an independent third party. In the future, this may be performed by staff if expertise is available. The cost of such study shall be borne by the initiator of the easement, or the property owner if tax credits are sought. The Baseline Data report should be completed prior to acceptance of the easement, but at the very least be completed within nine (9) months of closing.

DOCUMENT : N/A
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed. Outside entity.

Management Plan
Certain property values and certain retained rights, along with the anticipated use of the property (for example, recreational access) may require the development of a Management Plan. Such a plan should outline proposed access, development, improvement and uses in further detail than the stated rights in the deed. Management Plans be updated from time to time as needed to reflect current management practices and needs. This may be developed by staff or an outside party, before or after closing, and the cost is borne by the Town.

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed. Outside entity.

Monitoring
This practice of regularly inspecting and documenting the conditions of the easement property ensures the property is protected over time. Monitoring is essential to: build rapport with the property owner; save time and money by identifying problems early on; document violations; provide a record of property conditions in case of any necessary court action; and satisfy Internal Revenue Service requirements for tax-deductible easements. The Town of Windsor will

conduct at least one monitoring visit per year, within 12-14 months of the previous visit, when snow is not present. The process is as follows:

- Town sends letter to owners of all easement properties at the beginning of the monitoring season notifying them that a monitoring appointment will be set up.
- Staff calls the landowner or the land manager of the easement property to set up a site visit for monitoring.
- Before the site visit, staff will review the monitoring reports from previous years as well as the Easement Deed and legal description, and Management Plan (if applicable) to become familiar with rights, restrictions, condition of the property, and issues/problems related to land management.
- Gather material for the site visit including, but not limited to: camera and film, maps, surveys, aerial photos, Easement Deed, Management Plan (if applicable) and monitoring report forms.
- At the site visit, interview the owner or manager to discuss any changes that were made to the property since the previous year. Conduct phone interviews if a meeting on the property is not possible. Document on the monitoring report.
- Inspect the property. Staff has the right to inspect all of the easement property during the visit. The landowner or manager should tour the property with staff. For orientation purposes, new staff should request a guided tour of the property by the owner or manager.
- Compare current property conditions with the written observations and photos from the previous monitoring visit. Make note of any major natural or man-made changes and thoroughly document. Take new photos at established photo points and map.
- Complete the monitoring report form; sign and date two original copies of the monitoring report form, which are then sent to the landowner. The landowner is asked to sign both originals and send one back for the Town files. Record the date the monitoring report was sent and date it was returned. Follow up with landowners who fail to return the report after one month. It is essential that a signed monitoring report is filed so that the Town can prove, if necessary, that the monitoring did occur.

DOCUMENT : Monitoring checklist; Monitoring report
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Reporting

A variety of reports are essential to document easements and compliance, as follows:

- Monitoring report forms are completed annually and shared with the property owner.
- Monitoring reports are stored electronically with the Department of Parks, Recreation & Culture and with PReCAB packets (typical records retention applies).
- Backup reports on CD or DVD are stored at Town Hall.
- As a certified agency, the Town shall also file monitoring and stewardship reports with the State of Colorado / Department of Regulatory Agencies / Division of Real Estate.

- Easements funded through Great Outdoors Colorado, also require monitoring and stewardship reports.
- Annual monitoring and stewardship reports are provided to the Town of Windsor Parks, Recreation & Culture Board.

DOCUMENT : Stewardship Report
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Enforcement
Enforcing the rights of conservation easements is a critical obligation. Each deed of easement shall specify the legal arrangement between landowner and agency, however the defense of violations is borne by the easement holder. The process is as follows:

- The landowner shall be notified of the violation and requested compliance.
- Land owner and staff remove the violations, if feasible, and restore or mitigate damage.
- If restoration or mitigation is not feasible, the Town shall seek compensation for the loss of conservation values as originally outlined in the initial evaluation.
- If cooperation is not apparent, consultation with Town Manager, Town Attorney to determine course of action.
- If litigation is necessary, Town Board approves litigation funds; these would be paid from stewardship funds, if available, or Town general fund.

DOCUMENT : Enforcement Policy
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Manager, Town Attorney, other staff as needed.

Amendments
In the event and easement must be amended, the proposed amendments will be reviewed by staff, presented to PReCAB and ultimately Town Board for approval.

DOCUMENT : Amendment Policy
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Attorney, other staff as needed.

Certification/Recertification

The Town of Windsor was certified as a Conservation Easement Holder by the State of Colorado in May, 2013. In order to fulfill the rules for such established by the Division of Real Estate, the Town will reapply annually for certification to hold easements where tax credits are claimed.

DOCUMENT: Recertification Application
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager.

DOCUMENT A-1

WRITTEN PROJECT SELECTION CRITERIA AND EVALUATION PROCESS

Description of Existing Project Selection and Evaluation Process
Adopted April 2, 2013

PURPOSE: The purpose of the Project Selection and Evaluation Process is to establish values and criteria utilized in determining the appropriateness of accepting a proposed conservation easement and utilizing sound stewardship levels of service.

The Town of Windsor has established a rigorous process for the selection and evaluation of lands to be protected by Conservation Easement or fee acquisition. The three documents which constitute this process are:

1) Acquisition Process—This explains how each individual project proceeds through the various steps leading to a final decision by the Town Board. (Exhibit A)
2) Evaluation Process for Acquisition of Open Space (Exhibit B) establishes Evaluation Criteria (values) for rating a project in the following areas:

    - Protect or preserve community buffers
    - Protect or preserve scenic views
    - Protect or preserve trails
    - Protect or preserve ecological resources
    - Protect or preserve aquatic environments
    - Protect or preserve wildlife habitat
    - Protect or preserve unique vegetation
    - Protect or preserve cultural identity
    - Protect or preserve archeological sites
    - Protect or preserve agricultural heritage

A scoring system is used by staff (with input from appropriate outside experts) to analyze each project against the Evaluation Criteria so that the Parks, Recreation & Culture Advisory Board and Town Board can make informed decisions on approval or denial of proposed projects. It is used as an index or guideline for setting priorities, not as a precise measurement.

This evaluation process is used for all acquisition projects (fee simple and conservation easement), regardless of whether there will be a donation or a purchase.

Property owners should seek information from their attorneys and financial advisors regarding the legal and tax implications of establishing a conservation easement on their property as defined by Section 170(h)(4)(A) of the Federal IRS Code of 1986, as amended, and Treasury Regulations section 1.170.A-14.

EXHIBIT A

ACQUISITION PROCESS

The mission of the Town of Windsor Parks, Recreation & Culture Department is to provide recreation and cultural opportunities for the entire community through quality programs, facilities, service and management of natural resources.

1. PROJECT INITIATION

A) Staff-initiated or B) Partner-initiated or C) Outside inquiry

STAFF

- Determine initial project and partnership possibilities.
- Decision to proceed or not based on adopted screening criteria.

> **STOP PROCESS**
> ***Director of Parks, Recreation and Culture***
>
> **Refer to another agency or Rural Land Use Center.**
> **Act as partner, not lead.**
> **Lower priority -- project on hold.**
> **Fails to satisfy initial screen.**
> **Notify property owner of decision.**

2. EVALUATION AND PROJECT DEVELOPMENT / REVIEW

STAFF: (input from: Planning, Engineering, Public Works, Risk Management, Project Partners)

- Preliminary discussions with landowner; provide Landowner Information Packet.
- Enter project information into database and GIS system.
- Complete information worksheet, including map.
- Identify and engage potential partners and funding sources.
- Order and review Owner & Encumbrance report.
- Develop and review preliminary preservation options with staff and partners.
- Develop and review financing or acquisition options and budget with staff and partners.
- Develop and review preliminary management issues and options with staff

3. PARKS, RECREATION & CULTURE ADVISORY BOARD INITIAL REVIEW

STAFF: Director of Parks, Recreation & Culture

- Review and discuss project (executive session).
- Note: there may be several iterations of initial reviews as project is developing.

4. TOWN BOARD INITIAL REVIEW

STAFF: Director of Parks, Recreation & Culture, other staff as needed

- Review and discuss project (executive session).
- Note: there may be several iterations of initial reviews as project is developing

5. PROJECT TERMINATION OR CONTINUATION

- Determination by staff as to whether or not project merits continuation

6. DOCUMENT DEVELOPMENT AND PROJECT NEGOTIATION

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Manager, Town Attorney

- Negotiations with property owner.
- Environmental Audit / Baseline Inventory.
- Market evaluation / Appraisal.
- Title commitment.
- Survey.
- Prepare contract – have it signed by owner and Town Manager (contingent upon Town Board approval)
- Prepare draft conservation easement deed as appropriate
- Prepare partnership agreement with cooperating agency, as appropriate.

> **<u>STOP PROCESS</u>**
> ***Director of Parks, Recreation and Culture***
>
> **Negotiations fail.**
> **Notify property owner of decision.**

7. FIELD TRIP

STAFF: Director of Parks, Recreation & Culture, other staff as needed
Parks, Recreation & Culture Advisory Board
Project Partners

- View property.

Note: Could happen at any point in the process

8. RECOMMENDATIONS AND PUBLIC HEARING

STAFF: Director of Parks, Recreation & Culture, other staff as needed
Parks, Recreation & Culture Advisory Board

- Review and discuss Final Review and Evaluation including contract terms.
- Solicit public comment.
- Take staff recommendation to Parks, Recreation & Culture Advisory Board.
- Parks, Recreation & Culture Advisory Board recommendation to Town Board.

9. TOWN BOARDS' FINAL REVIEW AND DECISION

STAFF: Director of Parks, Recreation & Culture
Town Board

- Prepare Town Board resolution.
- Review and discuss Final Review and Evaluation including contract terms
- Review and discuss Parks, Recreation & Culture Advisory Board recommendation
- Motion and vote on approval or denial of contract
- Approve and Execute final resolution.
- Prepare press release including project description and map

<u>STOP PROCESS</u>

Terms of contract unacceptable.
Proposal disapproved by Town Board members.
Project on hold.
Notify property owner/representative of decision.

10. CLOSING

STAFF: Director of Parks, Recreation & Culture, Town Manager, Town Attorney

- Schedule closing with title company
- Arrange for transfer of funds
- Contingencies – assure compliance
- Prepare, execute and record deed.
- Clear title; issue title insurance.
- Advise Parks, Recreation & Culture Advisory Board.

11. DEVELOP MANAGEMENT PLAN

STAFF, Outside Agency

12. IMPLEMENT MANAGEMENT PLAN/MONITOR CONSERVATION EASEMENT

STAFF

- Implement management plan (if necessary) and stewardship activities with periodic review as necessary to ensure the goals of the management plan are being achieved.

- Implement stewardship activities to regularly monitor conservation easements to ensure compliance with easement language.
- Regularly file and distribute monitoring and stewardship reports as required.

EXHIBIT B

EVALUATION PROCESS

I. INITIAL SCREENING TO EXCLUDE POTENTIAL ACQUISITION

In order to expedite the acquisition process and limit consideration of offers on properties that are not made in good faith, or on properties that may become environmental or management problems in the future, a preliminary evaluation screens the properties. Criteria used to exclude properties include:

1. The applicant is not the actual landowner or the landowner's authorized representative.
2. The property under consideration is located outside of the Windsor GMA. However, if the property is outside the GMA there must be a regional benefit such as the Poudre River Trail Corridor, an existing IGA or other mutual benefit.
3. The property is already protected.
4. The property is not in conformance with the Parks, Recreation, Trails and Open Lands Master Plan – 2007 Update or other adopted land plans.
5. The conditions of the purchase agreement unduly interfere with appropriate management of the land or impair its value for open space, wildlife habitat, agriculture, regional park or trail purposes.
6. The property contains known health, safety, or liability problems that the Town is not able or willing to mitigate.
7. Location, access, or boundary issues render the property unmanageable by the Town.
8. The title is too defective and circumstances do not warrant the costs to clear the title.
9. The price is currently unreasonable given current supply and demand and net present value.

EVALUATION CRITERIA

These criteria establish evaluation strategies that can be applied to properties considered for acquisition under the Parks, Recreation, Trails and Open Lands Master Plan – 2007 Update/Goal 5, as well as the Comprehensive Plan. These criteria are guidelines and will be used as a tool in determining properties that may be suitable and appropriate for acquisition. :
From comp plan:

Unique, sensitive and critical areas such as lakes, rivers, streams arroyos, aquifer recharge areas, ridgelines, bluffs, wildlife habitat, significant stands of plants, scenic vistas, historical areas, archeological sites

Buffer areas adjacent to important natural features (as mentioned above)

VALUES

Tier I: Ecological Values
This process provides a broad-brush perspective of how many, and what type of values are present on the property, including:

- Bluffs and Slopes – arroyos, ridgelines, bluffs
- Ecological resources – unique landscapes
- Aquatic environments – lakes, rivers, streams, aquifer recharge areas
- Flood Plain – wetland and riparian areas
- Significant wildlife habitat – wetlands, riparian, grasslands, floodplain)
- Unique vegetation – stands of plants, native grasslands

Tier II: Personal / Public Values
At this level we begin to look at individual parcels with a finer filter. Evaluation tools should be used to further evaluate individual parcels to determine the degree of each value present through additional field study and evaluate for other criterion including:

- Significant sites – cultural identity, archeological sites, agricultural heritage
- Public access – trail or recreational agreements, adjacent land uses
- Community Buffers – scenic views
- Willing seller
- Wildlife /vegetation and restoration potential
- Cost/benefit of acquisition and long-term management

Tier III: Determine who should acquire the parcel, if it is a partnering opportunity with other local governments, state agencies, private organizations or individuals), and the appropriate acquisition technique.

III. SCORING SYSTEM

The scoring system is used by staff with input from appropriate professionals and/or experts to evaluate various properties against the evaluation criteria so that staff and Parks, Recreation & Culture Advisory Board can make reasoned decisions for recommendations to Town Board. The scoring system is an index, not a precise measurement, and is used as a guideline for setting priorities and making recommendations.

The process shall consist of an index of a high, medium, or low ranking for each of the criteria applicable to the property in question. If it is desired, numerical values can be attributed to each of the indices which then may be calculated for each of the sections and for a property total. Notations may be attached to a ranking of a particular criteria where it is important for understanding the context of that ranking. There may be situations on some properties where a particular evaluation criterion is not applicable and therefore not ranked.

Completed evaluation forms will be available during field trips to view the properties in question. Evaluations may be adjusted by the Board as needed.

Another tool that will be made available to assist in determining relative priority is a map that illustrates existing parkland and open space within the county. Properties proposed for acquisition may be overlayed to show relationships with existing open space and other strategic factors.

DOCUMENT A-2

GENERAL LANDOWNER INFORMATION

Landowner Information
Adopted April 2, 2013

PURPOSE: The purpose of a Landowner information packet is to provide detailed information early in the process about the values of conservation easements, the Town of Windsor's process and expectations of the landowner.

The Landowner information packet contains the following:

1) Stewardship Level of Service—This explains the background, process and accountability for each potential and approved project. (Exhibit A)
2) Other material : The Landowner Information packet also includes:

- Town of Windsor Strategic Plan
- A List of Who's Who in land conservation in Northern Colorado
- A sample Conservation Easement Deed
- A sample list of area attorneys
- Outside publication – Bountiful Conservation
- Outside publication – Conservation Tax Credits
- Outside publication – Tax Credit Connection

EXHIBIT A

CONSERVATION EASEMENT STEWARDSHIP – LEVEL OF SERVICE STANDARDS

TOWN OF WINDSOR
COLORADO

Conservation Easements are effective tools to preserve significant natural, historical or cultural resources.

Conservation Easement Stewardship

Level of Service Standards

March 2013

Summary

Conservation easements are an effective way to preserve land and open space for future generations without an outright purchase of land. A conservation easement might preserve working farms, natural resources, cultural or historical sites or lands with valuable attributes.

The foundation of an effective easement stewardship program is based on good working relationships with landowners. This is true for easements initiated by landowners as well as the Town of Windsor. When the Town serves as an easement holder, it has a legal and ethical responsibility to ensure that landowners comply with the terms of their conservation easements to uphold the public benefit. Since conservation easements are for public benefit, it is paramount that the public has confidence in the Town's ability to fulfill stewardship responsibilities. Communication, conservation easement deeds, good baseline inventory data, annual monitoring and perhaps management plans are effective ways to define the terms of an easement, and promote good stewardship of the public trust.

Windsor's level of service standards reflect management practices recommended and also rules established by the Colorado Division of Real Estate pursuant to Title 12, Article 61 and Title 24, Article 24 of the Colorado Revised Statutes regarding the conservation easement certification program, Colorado Open Space Alliance's (COSA) document Holding Conservation Easements: A Local Government Best Practices Handbook (2009) and guidance from the Center for Excellence of the Colorado Coalition of land Trusts. Further materials were obtained by the National Alliance for Land Trusts and the Trust for Public Lands.

What is a Conservation Easement?

A conservation easement is a legal document which contains permanent restrictions on the use or development of a specific property. Landowners enter into a conservation easement as a voluntary act to preserve the resource values that are found on the protected land. Each easement is individually crafted to reflect the needs and objectives of the landowner and the agency receiving the easement. Public access may be granted in the original conservation easement or under a separate access easement has been granted by the owner.

The easement must be granted to a qualified conservation-oriented governmental entity (such as The Town of Windsor), or a private non-profit land trust (such as Legacy Land Trust).
The process for establishing, monitoring and reporting on conservation easements is contained in this Stewardship document. However, there are three critical components in the creation of a conservation easement:

- a willing landowner (grantor)
- a qualified receiving entity (grantee)
- a property that has resource values which warrant protection

There are potential tax implications for granting a conservation easement:

- Property Taxes---in Larimer County and Weld County, agricultural property tax rates are already low and may not be affected much.
- Income Taxes-Under the current (2010) federal law, if the conservation easement is donated it may be considered a tax-deductible charitable gift, which would allow the donor to deduct a percentage of his or her adjusted gross income in the year of the gift.
- Estate Taxes-If estate taxes are due, they often are reduced because the property value has been diminished by the granting of the conservation easement.
- State Tax Credit Program-A landowner may earn a credit for State taxes (up to a maximum of $375,000) for the donation of a conservation easement. These credits are transferable, i.e. they can be sold if the landowner cannot utilize them to reduce his/her own taxes.

Property owners should seek information from their attorneys and financial advisors regarding the legal and tax implications of establishing a conservation easement on their property!

Once a Conservation Easement is established, the landowner has certain responsibilities:

- to utilize the property in a manner that protects the conservation values
- to allow only those uses which are identified in the conservation easement as "permitted uses"
- to prevent those uses which are specifically stated as "prohibited" in the easement, or other uses which would negatively affect the conservation values.
- to allow the recipient agency to access the property at least once per year to confirm that the terms of the conservation easement are being followed.

What's the distinction between a conservation easement and land purchased outright?

- land under easement stays in private ownership and use, in accordance with the terms of the easement.
- when land is sold to a resource agency, the landowner gives up all use of the land, and it will be used for those purposes as determined by the purchasing entity e.g. parks, trails, open space.
- if purchased, the amount paid for a conservation easement will be less than that paid when the land is sold outright.

Background

The 2006 Update of the Town of Windsor Comprehensive Plan, which was adopted by the Planning Commission and accepted by Town Board, identifies several goals for long term community development where conservation easements may play a role:

- Using sound conservation practices, unique and distinctive natural features, sensitive ecosystems, critical wildlife habitats, and other unique natural resources should be conserved and preserved in a manner that assures their protection from adverse impacts.

- Community growth should respect and incorporate existing environmental constraints and opportunities to assure that new development and redevelopment will be harmonious with the area's natural and manmade environments.
- Provide for the conservation of natural resources, particularly water, and implement directives which promote a cleaner, more water-efficient, and aesthetically-appealing community.
- Community growth should include measures to protect and promote Windsor's cultural heritage and resources.

Additionally, the Comprehensive Plan establishes several policies to guide the decision making process, where again, conservation easements might play a role:

- Preserve unique, sensitive and critical natural areas such as lakes, rivers, streams, arroyos, aquifer recharge areas, ridgelines, bluffs, significant wildlife habitats (wetlands and riparian areas, native grasslands, floodplains), significant stands of plants, scenic vistas, historical areas, archeological sites and other unique landscapes. Alteration of key natural resource features necessitated by development may be offset through mitigation or replacement.
- Important wildlife species should be protected by preserving key wildlife habitat, wildlife "friendly" fencing design and working on regional programs to protect wildlife.
- Developments occurring within areas identified on the Environmental Resources and Hazards Map or other areas identified by the Town or referral agency may require special studies including: special engineering practices, wildlife and habitat surveys, resource mapping, visual simulations and/or other mitigating actions before development may proceed in areas of high environmental sensitivity. These studies will be the responsibility of the developer.
- The Town should ensure that buffer areas of limited development or no development are preserved adjacent to important natural features. Important natural features shall include; major ridgelines, lakes, ponds, streams, arroyos, Poudre River, sensitive wildlife habitats, unique vegetation areas, wetlands, wildlife corridors, historical areas and archeology sites. Minimum recommended buffer distances (measured from the edge of the natural feature):
    - Low sensitivity features: 50 feet (example - drainages, canals, ditches)
    - Moderate sensitivity features: 100 feet (example - wetlands, ridgelines, riparian areas)
    - High sensitivity features: 300 feet (example - Poudre River, waterfowl nesting areas).
    - Other natural features may require greater buffer distances.
- Preserve and promote the Community's historic resources through the Historic Preservation Commission, historic resource surveys, historic preservation planning and incentives, and operation of the Museums and Cultural Affairs (Art & Heritage) Division. The Town should encourage public education on cultural resources through school programs, public outreach efforts, museums, cultural events and the development of a historic walking tour.

Additionally, the 2007 Update of the Parks, Recreation, Trails and Open lands Master Plan, adopted by the Parks Recreation & Culture Board as well as Town Board, also identifies developing an Open Lands program as a goal where conservation easements may help to accomplish objectives:

Goal: Develop and articulate an Open Lands Program and Approach for the Town of Windsor to protect its natural values and allow the co-existence of wildlife and human life where appropriate and possible.

Strategies:

- Communicate previously adopted definition of Open Lands and a Level of Service Statement that are appropriate and fitting for the Town of Windsor.
- Utilize a method of evaluation for determining open lands acquisition and/or easement priorities based on the values represented by potential properties.
- Determine potential acquisitions and/or easements for evaluation.
- Consider developing an Open Space land dedication requirement.
- Determine potential funding mechanisms for open lands acquisitions.
- Enhance Open Lands management and maintenance policies and practices.
- Take a comprehensive planning approach toward Open Lands preservation in the Town of Windsor.

Implementation

Resolution 2008-59 establishes a simple process for actual acceptance of a conservation easement. Town Board is the final authority for acceptance, acting on recommendation from the Parks, Recreation & Culture Board. The following criteria is outlined in the resolution:

- The proposed conservation easement protects and preserves a community buffer, significant and desirable scenic views or trails.
- The proposed conservation easement protects and preserves the area's cultural identity, archaeological sites or agricultural heritage.
- The proposed conservation easement protects significant and desirable ecological resources, including aquatic environments, wildlife habitat and unique vegetation.

Additionally, the resolution allows for the collection of a stewardship fee as a condition of accepting the easement to allow the Town to monitor the conservation easement and to fund any future easement enforcement costs.

DOCUMENT : Resolution 2008-59

Accountability

The Town of Windsor has available a Landowner's Information Packet. The purpose of this material is to inform landowners of the process of dedicating a conservation easement, whether the easement might be acquired via donation (whereby landowners might pursue tax credits), purchase or a combination of these efforts.

DOCUMENT : Landowner Information Packet (contains Conservation Easement Stewardship Level of Service Standards, Resolution 2008-59, and other documents developed by outside agencies)
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Evaluation
Before a conservation easement is presented for consideration, staff shall complete due diligence in evaluating the proposed easement. Staff shall consider the values of the proposed easement as outlined in the above referenced Resolution, and rate the value of the prospective property. The Town Board may provide direction via Executive Session for negotiations and acquisition.

DOCUMENT : Criteria Evaluation Checklist and Ranking; Process Flowchart
STAFF: Director of Park, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Appraisal
An appraisal shall be completed on the property by an independent third party for use by both the property owner and the Town. It may be utilized as a tool for reaching an appropriate price if the easement is purchased; or utilized by the property owner regarding tax credits. The cost of such appraisal shall be borne by the initiator of the easement, or the property owner if tax credits are sought.

DOCUMENT : N/A
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed. Outside entity.

Baseline Data Report
A thorough report of baseline date shall be prepared by an independent third party. In the future, this may be performed by staff if expertise is available. The cost of such study shall be borne by the initiator of the easement, or the property owner if tax credits are sought. The Baseline Data report should be completed prior to acceptance of the easement, but at the very least be completed within nine (9) months of closing.

DOCUMENT : N/A
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed. Outside entity.

Document Development
Staff shall involve the owner in meetings to determine their wants and needs, and the objectives of a conservation easement, resulting in a listing of reserved rights of the property owner, and both allowed and prohibited uses. When acceptable terms are reached, the easement shall be conveyed via Deed.

The easement shall be in perpetuity, providing permanent protection for the stated conservation values.

Staff will also evaluate the Town's capacity to monitor and /or maintain the easement property, which may be variable depending on the terms of the easement.

DOCUMENT : Sample Deed
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Attorney, other staff as needed. Outside entity.

Management Plan
Certain property values and certain retained rights, along with the anticipated use of the property (for example, recreational access) may require the development of a Management Plan. Such a plan should outline proposed access, development, improvement and uses in further detail than the stated rights in the deed. Management Plans be updated from time to time as needed to reflect current management practices and needs. This may be developed by staff or an outside party, and the cost is borne by the Town.

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed. Outside entity.

Recommendation
Once the necessary documents have been developed, materials are presented to the Parks Recreation & Culture Advisory Board (PReCAB) for review. PReCAB would conduct a Public Hearing regarding the easement acquisition and formulate a recommendation to the Town Board, who has final authority over approval of conservation easements.

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Manager, Town Attorney, other staff as needed.

Monitoring
This practice of regularly inspecting and documenting the conditions of the easement property ensures the property is protected over time. Monitoring is essential to: build rapport with the property owner; save time and money by identifying problems early on; document violations; provide a record of property conditions in case of any necessary court action; and satisfy Internal Revenue Service requirements for tax-deductible easements. The Town of Windsor will conduct at least one monitoring visit per year, within 12-14 months of the previous visit, when snow is not present. The process is as follows:

- Town sends letter to owners of all easement properties at the beginning of the monitoring season notifying them that a monitoring appointment will be set up.
- Staff calls the landowner or the land manager of the easement property to set up a site visit for monitoring.
- Before the site visit, staff will review the monitoring reports from previous years as well as the Easement Deed and legal description, and Management Plan (if applicable) to become familiar with rights, restrictions, condition of the property, and issues/problems related to land management.

- Gather material for the site visit including, but not limited to: camera and film, maps, surveys, aerial photos, Easement Deed, Management Plan (if applicable) and monitoring report forms.
- At the site visit, interview the owner or manager to discuss any changes that were made to the property since the previous year. Conduct phone interviews if a meeting on the property is not possible. Document on the monitoring report.
- Inspect the property. Staff has the right to inspect all of the easement property during the visit. The landowner or manager should tour the property with staff. For orientation purposes, new staff should request a guided tour of the property by the owner or manager.
- Compare current property conditions with the written observations and photos from the previous monitoring visit. Make note of any major natural or man-made changes and thoroughly document. Take new photos at established photo points and map.
- Complete the monitoring report form; sign and date two original copies of the monitoring report form, which are then sent to the landowner. The landowner is asked to sign both originals and send one back for the Town files. Record the date the monitoring report was sent, and date it was returned. Follow up with landowners who fail to return the report after one month. It is essential that a signed monitoring report is filed so that the Town can prove, if necessary, that the monitoring did occur.

DOCUMENT : Monitoring checklist; Monitoring report
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Reporting
A variety of reports are essential to document easements and compliance, as follows:

- Monitoring report forms are completed annually and shared with the property owner.
- Monitoring reports are stored electronically with the Department of Parks, Recreation & Culture and with PReCAB packets (typical records retention applies).
- Backup reports on CD or DVD are stored at Town Hall.
- As a certified agency, the Town shall also file monitoring and stewardship reports with the State of Colorado / Department of Regulatory Agencies / Division of Real Estate.
- Easements funded through Great Outdoors Colorado, also require monitoring and stewardship reports.
- Annual monitoring and stewardship reports are provided to the Town of Windsor Parks, Recreation & Culture Board.

DOCUMENT : Stewardship Report
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Enforcement
Enforcing the rights of conservation easements is a critical obligation. Each deed of easement shall specify the legal arrangement between landowner and agency, however the defense of violations is borne by the easement holder. The process is as follows:

- The landowner shall be notified of the violation and requested compliance.
- Land owner and staff remove the violations, if feasible, and restore or mitigate damage.
- If restoration or mitigation is not feasible, the Town shall seek compensation for the loss of conservation values as originally outlined in the initial evaluation.
- If cooperation is not apparent, consultation with Town Manager, Town Attorney to determine course of action.
- If litigation is necessary, Town Board approves litigation funds; these would be paid from stewardship funds, if available, or Town general fund.

DOCUMENT : Enforcement Policy
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Manager, Town Attorney, other staff as needed.

Amendments
In the event and easement must be amended, the proposed amendments will be reviewed by staff, presented to PReCAB and ultimately Town Board for approval.

DOCUMENT : Amendment Policy
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Attorney, other staff as needed.

Certification/Recertification

The Town of Windsor has adopted these Level of Service Standards as sound conservation practices. In the future, these standards will be valuable should the Town seek to be certified as a Conservation Easement Holder by the State of Colorado. If certified, and in order to fulfill the rules for such established by the Division of Real Estate, the Town will reapply annually for certification to hold easements where tax credits are claimed.

DOCUMENT: Application, Re-certification Application
STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager.

DOCUMENT A-3

DUE DILIGENCE PROCESS

DUE DILIGENCE PROCESS
Adopted April 2, 2013

PURPOSE: The purpose of the due diligence process is to evaluate potential acquisitions, including transfers of existing easements, ensuring that each transaction meets all technical, legal, ethical, and environmental standards.

After a project has undergone initial review by the Parks, Recreation & Culture Advisory Board PReCAB and the Town Board, staff shall undertake the following "due diligence" steps (not necessarily completed in the order indicated):

1. Comprehensive Field Review—staff will evaluate all aspects of the property, to include:
    - Obtain most recent aerial photograph and ownership maps, and do on-the-ground comparison between the maps and current status of the property.
    - Identification of boundaries of subject property
    - Identify all water features and associated facilities (lakes, ponds, rivers, streams, wetlands, drainages, ditches, irrigation facilities, center pivots, windmills, stock watering structures)
    - Identify farm/agricultural features (buildings, fences, livestock containment, tilled areas, grazed areas)
    - Check other property aspects such as disturbed areas, erosion, recreational features, residential uses/structures, utilities (above and below ground), equipment/vehicle storage, scenic features, historic or active trash disposal sites, historic or active fuel/chemical storage, historic/active mining sites.
    - Determine additional conservation and ecological values of the property including vegetation, wildlife, historic/cultural, agricultural, archaeological, paleontological, and scenic resources.

   Note: All of the above will later be presented in detail in the baseline report, along with additional property information.

2. Title Review—staff will contact a local title insurance company, and request a title insurance commitment, which must include the following:
    - Identification of current property ownership, and copy of vesting deed(s)
    - Exceptions (normally presented in Schedule B, Section 1 of title commitment)-- to include liens, mortgages, deeds of trust, leases, covenants, plats, easements, etc. Copies of each document shall be provided for staff review. Staff shall provide all documents to the Town Attorney, and work with the Attorney to evaluate all of the title issues. Staff shall confirm that legal description is accurate, and that Exceptions truly pertain to the subject property. Where appropriate, staff shall require that exceptions be deleted or corrected.
    - Requirements as listed in Section 1 of Schedule B of the commitment. Staff shall work with the Town Attorney and the property owner to ensure that these requirements are met by closing. If a property is encumbered by a mortgage or lien,

Staff will ensure that it is paid off at closing or that the mortgage/lien is subordinated at closing.

- Property tax certificate shall be provided. All taxes on fee acquisitions must be paid up to date of closing. On conservation easements, property taxes must not be in delinquent status, or have tax lien outstanding.

3. Evaluate the status of mineral rights—
   Based upon information provided by the title commitment and by the owner, staff shall determine whether or not the mineral rights (or portion) have been severed, i.e. are not owned by the surface owner. If they have been severed, it may be necessary to contract with a qualified geologist to determine the likelihood of future extraction of those minerals. In situations involving charitable donation of a conservation easement (and projects funded by GOCO or other grant agency) it will be necessary to obtain a "letter of remoteness" i.e. confirmation that the potential for future mining activity is so remote as to be negligible. In those cases where the Town is purchasing a conservation easement or fee ownership of land with severed minerals, staff should discuss with PRCAB and Town Board Trustees the potential for future mining activity, and whether such activity might undermine the values for which the property is being acquired.

4. Evaluate the status of Water Rights--
   Based upon information gathered from the field review, and that provided by the title commitment and by the owner, staff should coordinate with the Town Attorney (or a qualified private attorney familiar with water rights) to ensure that the Town's interests are protected. Staff should evaluate the following: a) what water is apparent on the property (identify and map each ditch, pond, lake, stream, irrigation facility, wells, wetlands, etc); b) determine the importance of the water to the identified conservation values; c) determine if existing water use is consistent with the decreed rights; d) determine if lakes and ponds are legal impoundments, whether storage rights exist, and whether existing dams are consistent with State requirements.

5. Property survey--
   Staff and Town Attorney shall determine if a property survey is necessary for each project. Factors to be considered include: size of property, ability to determine property boundaries on the ground, existence of fencing along boundaries, existing or potential encroachments, title issues which require a survey for resolution, whether property lines follow aliquot descriptions, etc.

6. Environmental Assessment—
   An environmental questionnaire must be completed by the property owner for each project (Exhibit A in process).

   Based upon information from the questionnaire and the field review, staff shall determine if it is necessary to contract with a qualified consultant to provide a Phase I Environmental Assessment or other acceptable analysis of environmental issues. Situations which

normally dictate that such analysis should be done include: evidence of existing/historic trash disposal sites, evidence of existing/historic fuel/chemical storage, existence of man-made structures, evidence of pollution on-site or on nearby properties, evidence of commercial or industrial use of the property. It is common for some grant agencies to require a Phase I, as a condition for the Town to receive funding.
Any issues raised by the Environmental Assessment should be discussed with the owner and—as appropriate—with the County Health Department and Town Attorney. Depending upon the extent of the problems identified in the report, the Town normally has the following options: 1) require mitigation or resolution of the problems identified; 2) have additional studies completed; and/or 3) decline to move ahead with the acquisition.

7. Determination of Value—
   The individual circumstances of each project dictate whether or not a formal appraisal is required.

   - Every acquisition (whether fee or conservation easement) that has a tax benefit component <u>must</u> have a qualified appraisal that complies with the U.S. Treasury Regulations. The appraisal must follow the Uniform Standards of Professional Appraisal Practice (USPAP), and must be prepared by a qualified appraiser who is familiar with the Internal Revenue Service and state appraisal requirements as they pertain to charitable donations of conservation easements or properties. Generally, this is also true where the Town expects to receive grant funding from a state or federal agency for an acquisition.
   - In situations where acquisitions are funded solely by the Town, the value may be determined by appraisal or by qualified staff, using accepted appraisal methodology. There may also be uncommon situations where staff will request authorization to pay more than market value for a property or conservation easement. As an example, this may occur where a larger conservation project may be at risk because of one remaining privately-owned parcel, and the owner refuses to sell at a lower price. If approval is given by the Town Board to pay a higher-than-market price, staff shall document the justification for the purchase price.

DOCUMENT A-5

STATEMENT OF QUALIFICATIONS FOR ATTORNEYS

STATEMENT OF QUALIFICATIONS FOR ATTORNEYS

John P. Frey has been practicing law in Fort Collins since his graduation from the University of Colorado School of Law in 1972. He received his undergraduate education at Marietta College in Marietta, Ohio. For the first 25 years of Mr. Frey's practice, he concentrated almost exclusively on civil and criminal litigation, trying a widely diverse cross-section of cases throughout the state of Colorado. Since 1998, the focus of Mr. Frey's practice has been the law of municipal government, land use law, and the arbitration and mediation of civil cases. A substantial portion of his time is dedicated to representation of the Town of Windsor, Colorado, and the Larimer County Emergency Telephone Authority. Since beginning his practice in Fort Collins, Mr. Frey has been active in community and professional association activities. In 2002, Mr. Frey received the Larimer County Bar Association's Professionalism Award, in recognition of his "adherence to highest standards of legal professionalism and outstanding service to the community." Mr. Frey was admitted to practice in Colorado and the U.S. District of Colorado in 1972. In 1992, he was admitted to practice before the U.S. Court of Appeals for the 10th Circuit. That same year he became a member of the Wyoming State Bar. Mr. Frey has achieved the "AV" rating (the highest rating available) from the Martindale-Hubbell Law Directory.

Ian D. McCargar has practiced law since 1983. He began his practice in Steamboat Springs, Colorado, and in 1992 became a shareholder in the Fort Collins firm of Frey, Korb, Haggerty & Michaels, P.C. He practiced with Frey, Korb, Haggerty & Michaels until the formation of Frey & McCargar, LLC in 2007, the predecessor firm to Frey McCargar & Plock, LLC. Mr. McCargar is the past President of the Northwest Colorado Bar Association. He is a member of the Larimer County and Colorado Bar Associations. He served as the President of the Larimer County Bar Association in 2009/2010. Mr. McCargar served as Third District Vice President on the Colorado Bar Association's Board of Governors Executive Council in 2009 and 2010. He is a 2011 graduate of the CBA's COBALT leadership training program, and remains active in promoting the Larimer County Bar Association's mentorship program in conjunction with the CBA. Mr. McCargar was admitted to practice in Colorado and the U.S. District of Colorado in 1983. He received his law degree from Thomas M. Cooley Law School in Lansing, Michigan, in 1982. He received his undergraduate education through James Madison College at Michigan State University in 1979.

DOCUMENT A-4

PROCEDURE RELATED TO THE PHASING OF CONSERVATION EASEMENT PROJECTS

Phasing Guidelines
Adopted April 2, 2013

PURPOSE: To provide guidance to staff, Parks, Recreation & Culture Advisory Board, and Town Board in the acceptance of conservation easements that are "Phased".

Definition of "Phasing": The establishment of conservation easements on multiple parcels held in the same ownership over a period of years, or the establishment of multiple conservation easements on a single larger parcel.

Phasing is generally accomplished by one of the following methods:

- placing an easement on only a portion of the landowner's total property, with the expectation that additional property will be placed under conservation easement in subsequent years;
- dividing the property into smaller parcels prior to placing separate conservation easements on each parcel—also called "fragmentation";
- retaining additional development rights within a single conservation easement with the expectation that these development rights will be extinguished through easement amendments in subsequent years.

Well planned phasing projects can have the mutual benefits of achieving the Town's conservation objectives while still maximizing the landowner's financial goals. In fact, in some situations, phasing may provide the necessary economic incentives to protect lands that otherwise could not be protected.

In evaluating phased conservation easements, the Town shall consider the following guidelines:

1) Every conservation easement (including phased easements) must stand alone. This includes donated easements.

2) Every donated conservation easement which seeks State or Federal tax benefits must meet the requirements of the Internal Revenue Code 170(h)(4)(A), and must meet the "conservation purposes" definition included in the Code. This applies to each individual phase of a "phased" conservation easement, as well as non-phased easements.

3) Each stage of a multiple-phase easement transaction must be evaluated independently on its own merits, particularly in regards to identification of and evaluating conservation values.

4) Every conservation easement (including phased easements) must be evaluated in accordance with the adopted evaluation criteria.

5) If phasing is necessary the Town should pursue a conservation easement on the

larger and/or more critical portions of a conservation property in the first phase.

6) If any subdivision of the property or reservation of building sites is permitted, it should be based on the conservation values of the larger parcel, not on the phasing of the conservation easement.

7) In cases where future phases are anticipated, the property owner shall provide a phasing plan, including a map, of the proposed easement phases before a first phase is accepted. Such a plan should be done in a manner not to jeopardize the value of the easement.

8) When evaluating a phased easement transaction the Town should also consider any potential negative public perceptions that could lessen public support for the conservation easement acquisition or open space in general.

DOCUMENT A-7

CONSERVATION EASEMENT ENFORCEMENT OR VIOLATION PROCESS

CONSERVATION EASEMENT ENFORCEMENT AND VIOLATION PROCESS
Adopted April 2, 2013

PURPOSE: The Enforcement and Violation Process establishes a procedural framework to to prevent, identify and resolve violations of conservation easements held by the Town of Windsor; also to document the steps that are to be taken in the event of a suspected violation of a conservation easement.

The following procedure will assist in ensuring that the tenants of the easement are enforced and the violation is resolved to the satisfaction of Town of Windsor and with the goal of retaining a positive relationship with the landowner.

Preventative Components

Ideally, good land owner communications, relationships and due diligence would prevent any violations. In reality, it is unlikely this will be the case, particularly as ownerships of properties change over time. Therefore, the following describe recognized best practices which will minimize the number and extent of potential violations:

- Well-written Conservation Easement document – Having a solid, comprehensive, understandable conservation easement provides a solid foundation for future stewardship and enforcement. It is particularly important to have a document which effectively spells out reserved rights and prohibited uses, and has enforcement provisions which are clear and defensible.

- Baseline Documentation—A detailed, comprehensive, and accurate baseline report reflects the condition of the property at the time the easement is put into place, and provides a sound basis for future monitoring and enforcement.

- Annual Monitoring – The primary, and most effective, way to ensure compliance with the terms of a conservation easement is through annual monitoring. By annually visiting the site with the owner, and documenting any changes on the easement property, many potential violations can be avoided before they occur.

- Staff Review – The Parks and Open Space Manager (or qualified designee) should review each monitoring report after the site visit to confirm compliance with the easement terms.

- Staff and volunteer training – Sufficient training should be provided to any staff member or volunteer that will monitor a conservation easement. Monitoring personnel should receive training in conservation easement terms and structure, landowner relations, documentation, safety topics, and representing the Town of Windsor appropriately. As

determined to be necessary, the Parks and Open Space Manager may shadow a staff member or volunteer on their first monitoring visit.

- Records Retention – By retaining all pertinent conservation easement stewardship documents per the written records policy, a strong, consistent record can be created to protect the conservation easement in the case of violation or litigation.

- Landowner Relationships – Finally, there is no better enforcement technique than a strong, positive and collaborative relationship with the landowner. Working together to steward the land based on the terms of the easement can avoid most violations before they ever begin. This is particularly important as property ownership moves out of "first generation" ownership.

- When staff becomes aware that a property has changed ownership, contact will be made with the new owner to explain the terms of the easement, discuss any concerns, and work with the owners to update the management plan for the property.

Violation Procedure

1) Monitoring and Violation identification – As previously mentioned, annual monitoring of each conservation easement is the best and most likely way that a potential violation is identified. If a possible violation is found during a monitoring visit, the monitor should note all details of the violation, including pictures, drawings, and notes. No judgments should be made at this point with the landowner; rather information gathering is the primary goal.

2) Staff Review – Once a potential violation is identified, appropriate staff shall meet to assess whether a true violation has occurred, and what the potential resolution should be. The Town Attorney may be contacted at this point, particularly if it appears there is a need to immediately have the violation resolved.

3) Landowner Contact – As soon as possible after determination by staff that a violation is likely, a meeting should be arranged with the landowner to examine the potential violation and discuss the issue with the landowner. At staff's discretion, a written notice may be sent to the landowner in advance of the meeting. The written notice should include the nature of the suspected violation and the solution proposed by staff to resolve the issue. Depending on the severity of the violation, it may be most effective to work with the landowner proactively to remedy the violation. Staff should inspect the violation site and thoroughly document conditions using maps, terrestrial or aerial photographs, GPS, video or other means. Subsequent to the inspection, staff shall send a notice letter to the landowner clearly describing the violation and require timely response and resolution. If the landowner is unresponsive or unwilling to resolve the matter, more formal actions detailed below should be taken. Staff shall keep detailed,

accurate notes from the very beginning of dealing with a violation, including notes of phone calls, meetings, correspondence, and any actions taken regarding the situation.

4) Parks, Recreation & Culture Advisory Board and Town Board Notification – At the discretion of the Department Director, (based upon the nature of the violation, the urgency to resolve the issue, the responsiveness of the landowner, etc.) the situation may be brought to the attention of Parks, Recreation & Culture Advisory Board and/or the Town Board .

5) Potential Legal Action – If agreeable and proactive solutions cannot be accomplished by the landowner and Town of Windsor staff, the Town Attorney's office shall be contacted for guidance. If the Town Attorney indicates that legal action is necessary, the matter shall be presented to the Town Board, who must authorize any legal action. If such authorization is given, staff shall assist the Town Attorney as needed, and shall provide updates to Parks, Recreation & Culture Advisory Board and the Town Board.

DOCUMENT A-8

CONSERVATION EASEMENT AMENDMENT PROCESS

CONSERVATION EASEMENT AMENDMENT GUIDELINES AND PROCESS
Adopted April 2, 2013

PURPOSE: The purpose of the Amendment Guidelines and Process is to establish recommended procedures for considering amendments to existing conservation easements.

While conservation easements are intended to last in perpetuity, unexpected circumstances may warrant an amendment to the recorded easement. Although amendments are not common, these guidelines will:

- Describe the role of staff and the Parks, Recreation & Culture Advisory Board in addressing an amendment.
- Ensure that any amendment is consistent with Parks, Recreation & Culture mission.
- Describe the circumstances that may warrant consideration of an amendment .
- Describe amendment principles that should be considered when reviewing an amendment.
- Describe the process for review, approval and documentation of an amendment.

Amendment Philosophy
When considering any amendment, this mission statement will be a critical element in the review process, in addition to applicable state and federal laws, and broadly accepted standards and practices for conservation easements:

The mission of the Parks, Recreation & Culture Department is to provide recreation and cultural opportunities for the entire community through quality programs, facilities, service and management of natural resources.

Amendment Principles
When evaluating a proposed amendment to a conservation easement, careful deliberation should be given to the legal, practical, historical, and conservation implications of the amendment. A general framework of principles regarding amendments should include, but is not limited to:

- The amendment should be consistent with the conservation purpose(s) and intent of the original conservation easement.
- It will have a net beneficial or neutral effect on the relevant conservation values protected by the easement.
- It must not result in private inurement or confer impermissible private benefit.
- It is consistent with the documented intent of the original grantor and any funding sources.

- Any conservation easement co-holders approve of the amendment.
- It is consistent with one of the circumstances for amendments listed below.

Circumstances for Consideration of Amendments

1. Prior Agreement – In rare cases, a conservation easement may include a specific provision allowing modification of the restrictions at a future date under specified conditions. Such agreements must be set forth in the conservation easement document or in a separate document signed by all parties at the time or prior to when the conservation easement was executed. The amendment must be consistent with the terms and conservation intent of the original agreement.
2. Upgrade Standard Language and Format – The standard language and format of conservation easements are periodically revised to reflect new standard clauses, statutory changes, changes in policy, or to improve enforcement and administration, or enhance the protection of the conservation values of the protected property, or consolidate the legal documents in order to simplify the protection regime. Amendments for any of these purposes may be considered so long as the changes are consistent with the intent and objectives of the original conservation easement.
3. Correct an Error or Ambiguity –An amendment may be appropriate to correct an obvious error or oversight that was made at the time the conservation easement was entered into. This may include correction of a legal description, inclusion of language that was unintentionally omitted, or clarification of an ambiguity in the easement.
4. Settle Condemnation Proceedings – An amendment may be considered as part of a settlement agreement with the condemning authority where it appears that the land to be taken has little or no resource value, is not central to the purpose of the conservation easement and where condemnation power would be properly exercised for a recognized public purpose. It may also be appropriate to recommend a settlement agreement with the condemning authority if the public health, welfare and safety significantly outweigh the diminution in conservation resource values. In reaching such an agreement, the intent of the original conservation easement must be preserved to the greatest possible extent.
5. Amendments to Leverage Additional Conservation – Amendments may add additional land to a conservation easement or delete of reserved rights by landowners.
6. Amendments to Reconfigure Conservation Easements – Modifications or additions of reserved rights in exchange for additional land conservation may be recommended provided that the above principles and other considerations are substantially met. Additionally, it may be acceptable to cooperate in a boundary adjustment based on a survey or in an exchange of land if the resource values of the land to be received are at least equivalent to the land exchanged.
7. Amendments Consistent with Conservation Purpose – Other amendments of a conservation easement may be considered where the modification is consistent with the goals of the original conservation project, there is no or only incidental private benefit, the amendment is substantially equivalent to or enhances the resource values protected by the conservation easement, and any additional burden on the staff is

outweighed by the increased conservation value. Requests made under this section will be reviewed carefully.

8. Sale or Transfer – Conservation Easements may be sold or transferred from the Town to another entity, considering that all due diligence requirements are met, and that any outside funding or certification authority is in agreement.

Process

1. Request for amendment – A comprehensive written proposal for amendment shall be submitted to staff. This proposal must explain specifically what is being amended in the Conservation Easement, and must address what circumstances justify the amendment; it must also address each of the "Amendment Principles" listed above. A stewardship fee (as determined by the Director of Parks, Recreation & Culture) may be required.
2. Review, recommendation, and approval - The review will generally follow the steps presented in the Acquisition Procedure. There may be occasions where the initial and final reviews are combined i.e. they are accomplished in a single meeting, rather than two separate meetings.
3. Partner/funding agency review and recommendation - Prior to consideration and staff recommendation, the request shall be provided to any partners or funding agencies involved in the original conservation easement for their input and recommendation.
4. Update other documents - It may be necessary to review and/or update the following: baseline report, title policy, management plan, charitable donation documentation, survey, legal description.
5. Signature and Recording - If approved, the amended conservation easement document shall be signed by the Mayor for the Town Boards and recorded in the office of the County Clerk and Recorder.

DOCUMENT A-9

RECORDS POLICY OR PROCEDURE

WRITTEN RECORDS GUIDELINES

Adopted April 2, 2013

PURPOSE: To ensure the preservation and organization of documents and records of importance to the Town.

This policy applies to all records and documents created in the course of the operation of the Town of Windsor, whether the documents are paper or created electronically.

The following policies apply to Records Management and Retention:

- Colorado Department of Personnel and Administration, Colorado State Archives Colorado Model Municipal Records Retention Schedule

- Resolution 2001-74 supporting Model Municipal Records Retention Schedule (Exhibit A)

- Town of Windsor Electronic Mail Policy based on C.R.S. 24-72-204.5 (Exhibit B)

**to include legal agreements, easements, leases, critical correspondence (such as correspondence with landowners related to project goals, tax and legal matters, notifications, approvals, enforcement, etc.), baseline documentation reports, surveys, title insurance policies, appraisals, letters of substantial compliance, IRS Forms 8283, and copies of deeds, conservation easements, and amendments to conservation easements. It should be noted that all deeds, easements, conservation easements, and amendments to conservation easements are also recorded in the Office of the Clerk and Recorder for the appropriate County where the conservation easement lies.*

EXHIBIT A

RESOLUTION 2001-74

TOWN OF WINDSOR

RESOLUTION NO. 2001-74

BEING A RESOLUTION ADOPTING THE MODEL MUNICIPAL RECORDS RETENTION SCHEDULE.

WHEREAS, the Town of Windsor desires to improve its records management practices through the adoption of a records retention schedule; and

WHEREAS, the Town recognizes the value of adopting a records retention schedule to provide legal authority for the destruction of nonpermanent municipal records and the permanent retention of municipal records that have enduring value; and

WHEREAS, the Colorado State Archives has adopted the Model Municipal Records Retention Schedule; and

WHEREAS, the Town has requested and received approval from the Colorado State Archives to adopt and follow the Model Municipal Records Retention Schedule; and

WHEREAS, the adoption of the Model Municipal Records Retention Schedule will benefit the Town and its residents by providing minimum retention periods for Town records;

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

1. That pursuant to the Colorado State Archives Approval dated September 28, 2001, the Model Municipal Records Retention Schedule, attached hereto and incorporated herein as "Exhibit A," is adopted by the Town.

2. The Town Clerk is hereby authorized to establish and administer a records management program for the Town of Windsor in accordance with the Model Municipal Records Retention Schedule.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 26th day of November, 2001.

TOWN OF WINDSOR, COLORADO

By _____
Mayor

ATTEST:
_____
Town Clerk

TOWN OF WINDSOR CORPORATE SEAL STATE OF COLORADO

EXHIBIT B

Town of Windsor
Electronic Mail Policy

The following policy was developed by the Town of Windsor to facilitate compliance with the Colorado Open Records Act, Colorado Revised Statutes (C.R.S.) §24-72-204.5, which requires the adoption of a written policy on any monitoring of electronic mail communications and the circumstances under which it will be conducted. The policy is to be used in conjunction with the Town of Windsor Employee Handbook, specifically Section 1.13(b) – Use of Computer, Internet Usage and Electronic Mail Communication System.

Purpose:
The purpose of this Policy is to insure that users of electronic mail are aware of privacy, security and legal issues related to their usage, and to ensure that requests for information stored in this format are complied with in the same manner as requests for information stored in non-electronic formats.

This Policy Applies to:

- All electronic mail systems and services provided or owned by the Town of Windsor (Town); and
- All users, holders, and uses of Town of Windsor e-mail accounts; and
- All Town of Windsor e-mail records of Town employees.

This E-mail Policy applies only to electronic mail in its electronic form. The Policy does not apply to printed copies of electronic mail. E-mail subject to the Town's Retention Schedule or State of Colorado Public Records Act shall be removed from electronic mail format and stored in a manner that no longer requires proprietary software to retrieve the document (i.e. store in standard text format, print the document). Such electronic mail once removed from the system shall be stored with other documents having similar retention characteristics or subject matter.

The Town's e-mail system is a tool to facilitate communication among its employees and with citizens or other external parties relating to current business matters. Records created using this system, whether business related or personal, belong to the Town. Users have the responsibility to use this resource in an efficient, effective, ethical and lawful manner. E-mail communications should follow the same standards expected in written business communications and face-to-face meetings. Violations of this Policy may result in disciplinary action, including possible termination or legal action. Nothing in this policy supersedes or waives any privacy or confidentiality provisions as set forth in the Open Records Act.

Retention and Archiving:
Although the Town's computer system will auto-delete e-mail at predetermined intervals, employees with email accounts are responsible for ongoing maintenance of their accounts. E-mail must be deleted when it is no longer required for business purposes and not subject to the Town's Retention Schedule or State of Colorado Public Records Act, C.R.S. §24-72-101 et seq. Relevant e-mail that must be retained in e-mail format shall be archived to avoid auto-deletion. The Colorado Municipal Retention Schedule instructs that retention of Electronic Mail follow the retention schedule for the specific type of record.

The Town's e-mail system is not a suitable platform for retention of official records and files. Due to ongoing changes in technologies and e-mail systems, users are cautioned not to rely on electronic mail for purposes of maintain lasting records. Messages are stored in an encrypted format, and subject to auto-deletion. Future

access must be considered. In the absence of the use of authentication systems, it is difficult to guarantee that e-mail documents have not been altered, intentionally or inadvertently. Therefore, this Policy forbids the *extended-term retention of e-mail messages within the messaging environment.*

1. E-mail of Routine, Short-term Value
A significant portion of e-mail messages are of transitory value and should be deleted daily, immediately after reading, reply, or other action concerning them. Within the messaging environment, the maximum retention period for e-mail is as follows:

- Maximum number of days to retain items in Inbox – 90 days
- Maximum number of days to retain items in all mail folders excluding Inbox – 365 days
- Maximum number of days to retain Calendar items in any folder – 365 days
- For items not being retained - Permanently delete
- Policy applies to documents attached to e-mail messages as well as to the messages themselves. The
- corporate retention policy can be found at T:\Policies for employee's use.

2. E-mail Required for Longer Retention
If the content of an e-mail message, or document(s) attached to the message, possesses business value for longer than 90 days, it should be made a part of that established file and retained appropriately according to the retention period in the schedule. In such cases, employees are required to:

- Generate a hard copy and place it in the proper paper file for further retention in accordance with the Town's records retention schedule; or
- Migrate the message (and/or attached documents) from the e-mail system to another software application that provides managed storage under retention rules, so that the message and/or attached documents may be saved for the retention period specified in the schedule.

3. E-mail Believed to Have Relevance to Litigation
If the content of an e-mail message, or document(s) attached to the message, can reasonably be anticipated to be relevant to litigation, it should be made part of an established litigation file within the Town's electronic document storage system.

Deletion of E-mail in the Messaging System:
All opened e-mail older than 90 days in an employee's Inbox and email older than 365 days remaining in employees' mail folders will be automatically deleted by the IT department. The retention of e-mail on backup media will not exceed 365 days.

Privacy:
Employees should have no expectation of privacy regarding the electronic media. Any information or data contained in any computer owned by the Town is available to the Town at all times and may be subject to audit. Correspondence of an employee in the form of e-mail may be a public record under the Colorado Open Records Act and may be subject to public inspection under C.R.S. §24-72-203.

E-mail is not necessarily a secure communication form, and information sent via e-mail could potentially be read by others. Employees using this media will respect the privacy of other users and will not intentionally seek information on, obtain copies of, or modify files, data or passwords belonging to other users. During network and system administration administrators may need to observe certain transactional addressing information to ensure proper functioning of the e-mail system. On these and other occasions they may inadvertently see the contents of e-mail messages. In this instance, administrators are not permitted to see or read the contents intentionally; or disclose or otherwise use what they have seen. One exception is,

however, when the administrator may need to inspect e-mail when rerouting or disposing of otherwise undeliverable email. This exception is limited to the least invasive level of inspection required to perform said duty.

User Responsibilities:

- Users of Town e-mail services have an obligation to use their e-mail in a responsible and informed way, conforming to network etiquette, customs, courtesies and any or all applicable laws and regulations.
- Employees shall represent themselves, their department, and the Town accurately and honestly.
- Unless the material is encrypted, users must refrain from sending credit card numbers, passwords, or other sensitive material data via e-mail.
- Copyright restrictions and regulations must be adhered to.
- Supervisors are encouraged to identify e-mail training needs and resources, to encourage use of e-mail to improve job performance, to support staff attendance at training sessions, and to permit use of official time for maintaining skills, as appropriate.

Personal Use:

E-mail services may be used for incidental personal purposes provided that, in addition to the constraints and conditions set forth in this Policy, such use does not:

- directly or indirectly interfere with the Town networking or electronic mail services;
- burden the Town with noticeable incremental cost;
- interfere with the e-mail user's employment responsibilities or other obligations to the Town; and
- involve solicitation, or be associated with a for-profit business activity.

Unacceptable E-mail Uses:

- The creation/exchange of messages which are offensive, harassing, obscene, threatening, abusive, or
- hostile.
- The sending/forwarding of chain letters.
- Knowingly visiting pornographic or illegal sites, disseminating, soliciting or storing sexually oriented
- messages or images.
- Unauthorized exchange of privileged, confidential, or sensitive information.
- Unauthorized use of another's e-mail account.
- Altering or copying a message or attachment belonging to another without permission.
- Soliciting money for religious or political causes, or advocating religious or political opinions.
- Propagation and mass mailings (i.e. 'spam').
- Other activities and non-business related activities that will cause congestion and disruption of networks and systems including, but not limited to, unnecessary list server subscriptions, large e-mail attachments (+5MB), playing games, conducting betting pools.

Definitions:

- Electronic Mail System: all technologies used to create, send, forward, reply to, transmit, store hold, copy, download, display, view, read or print computer records, including e-mail, instant messaging, list servers, newsgroups and file exchange. The Town of Windsor has ultimate ownership of its system and the rights regarding its use.
- Electronic Mail (e-mail): any electronic computer record, message, header, summary or address created, sent, forwarded, replied to, transmitted, stored, held, copied, downloaded, displayed,

viewed, read or printed by one or several e-mail systems. E-mail may include text, graphics, photographs, video, music, sound bites and faxed documents.

DOCUMENT A-10

CONTINGENCY PLAN

CONTINGENCY PLAN
Adopted April 2, 2013

PURPOSE: The purpose of a Contingency Plan is to provide a strategy for transferring conservation easements, in the event there is a determination that the Town of Windsor will no longer administer and steward conservation easements.

The following steps will be taken to ensure that conservation easements held by the Town will be transferred or assigned to another qualified entity:

1. Upon notification that the Town will cease to administer and steward conservation easements, information will be gathered by staff regarding all entities which are qualified to hold conservation easements within either Weld or Larimer County depending on location of said easement.
    - Qualified entities shall include: those with long-term experience holding conservation easements; experience with conservation easements that have a donative component; adequate staff and experience in monitoring conservation easements; adequate funding basis to provide on-going annual monitoring and enforcement; interest and experience in conservation of natural resources, open space, and agricultural/ranch lands.
    - Preference will be given to entities which are certified by the Colorado Division of Real Estate to accept donated conservation easements.
    - Entities may include local non-profit land trusts, other local government agencies, State agencies, Federal agencies, and state or national land protection groups (e.g. The Nature Conservancy, Colorado Open Lands, Trust for Public Lands, etc.).
2. Staff will identify which entity or entities appear to be best qualified to hold the easements, and will meet with those entities to determine if they are agreeable to accepting the conservation easements. Staff will provide a recommendation to the Parks, Recreation & Culture Advisory Board at a regular Board meeting. The Board will evaluate the proposal, and make a recommendation which will be considered by the Town Board at a public hearing. The Town Board will decide which entity or entities shall be assigned the conservation easements held by the Town of Windsor.
3. It will not be necessary for a single entity to be selected as the recipient i.e. some conservation easements may be assigned to one entity, and others to another entity, if that is determined to be the best approach.
4. Within 45 days of decision by Town Board , the Town Attorney will provide documents as necessary for transfer or assignment of the conservation easements to the selected entity. The documents will be executed by the Mayor, and recorded in the records of the County Clerk and Recorder.
5. County staff will provide all documents to the recipient entity pertaining to those conservation easements being transferred.
6. Notice of the action will be given to other entities (e.g. GOCO) which have an interest in specific easements, and to each affected property owner.

DOCUMENTS A-21 AND A-22

POLICY REGARDING CONFLICT OF INTEREST AND TRANSACTIONS WITH INSIDERS

CONFLICT OF INTEREST AND TRANSACTIONS GUIDELINES
Adopted April 2, 2013

PPURPOSE: The purpose of these guidelines is to bring together various existing policies pertaining to conflict of interest and ethical practices.

As of this date, the following policies are in effect and apply to the Board and Staff:

- Elected Officials: Town Charter "Ethical Standards, Gifts, Conflict of Interest and use of Town Property" adopted 2003 (Exhibit A attached)
- Appointed Officials: Board and Commission Liability Training, and Parks, Recreation & Cultural Advisory Board Bylaws—updated and re-adopted 2012. (Exhibit B attached)
- Staff: Town Charter and Employee Handbook (Exhibit C attached)

Board members and Staff shall not participate in the evaluation, analysis, review, or discussion of issues or projects where a potential conflict of interest exists, or where an appearance of such conflict of interest is likely. Board members and Staff shall disclose any potential or apparent conflicts of interest, and shall recuse themselves from any discussion or action on the matter at hand.

A conflict of interest exists in the following situations:

- where a Board member or Staff has a personal or private interest in a matter proposed or pending before the Board
- where a Board member or Staff stands to gain or lose financially as a result of a position taken by the Board;
- where a Board member or Staff believes he/she cannot fairly and impartially discharge his/her duties
- where a Board member or Staff's personal relationships or interests diverge so that an independent observer may reasonably question whether the person's actions or decisions are determined by personal benefit, gain or advantage, or personal relationship with interested parties

A conflict of interest also may occur when a proposed transaction or discussion matter involves any "insider." Insiders are:

- Town Board, Parks, Recreation & Culture Advisory Board or staff members and their immediate family members
- Substantial Contributors to projects and programs within the Department Parks, Recreation & Culture
- Persons who have an ability to influence decisions of the Department Parks, Recreation & Culture
- Persons who have access to information not available to the general public

EXHIBIT A

TOWN CHARTER EXCERPT

ARTICLE V
CODE OF ETHICS
5.1 PURPOSE
The purpose of this code is to establish guidelines for the ethical standards of conduct for town officials, public body members and employees. Public servants and volunteers are expected to act in the best interest of the town. Town officials, public body members and employees are expected to disclose any personal, financial or other interests in matters affecting the town that come before them for action. Town officials, public body members and employees are expected to recuse themselves from decision making if they have a conflict of interest or even the appearance of one. Town officials, public body members and employees are expected to be independent, impartial, and responsible to their fellow townspeople in their actions. Official decisions and policies will be made following proper channels of town government. Public offices or volunteer
positions in our town will not be used for personal gain. It is important that the public has confidence in the integrity of its government and that town officials, public body members, volunteers and employees have an opportunity to protect their personal reputation. This code establishes a process by which one may obtain guidance regarding potential ethical issues and it establishes a course of action for resolving disputes in a manner that is fair to all of the parties involved.

5.2 STANDARDS
A. The following requirements shall constitute reasonable standards and guidelines for the ethical conduct of elected or appointed officials, public body members, and employees.

B. No elected or appointed official, public body member, or employee who has the power or duty to perform, or has any influence over, an official action related to a contract, shall:

1. Have or acquire an interest in a contract between a business entity and the Town, unless the Town's procedures applicable to the solicitation and acceptance of such contract are followed and unless the elected or appointed official, public body member, or employee has complied with the provisions of Article 5.3;
2. Have an interest in any business entity, which is a party to the contract with the Town, unless the elected or appointed official, public body member, or employee has complied with the provisions of Article 5.3;
3. Represent or appear before the Town Board, any public body, or any other elected or appointed official, public body member, or employee, on behalf of any business entity which is a party to the contract with the Town;
4. Have solicited or accepted present or future employment with any business entity which is a party to a contract with the Town, if the offer or acceptance of such employment is related to or results from any official action performed by the elected or appointed official, public body member, or employee with regard to the contract; or

5. Solicit, accept, or be granted a present or future gift, favor, discount, items of perishable or nonpermanent value**,** service or thing of value from or for any person involved in the contract. Nothing in this paragraph shall prohibit any elected or appointed official, public body member, or employee from accepting an occasional non-pecuniary gift of an amount to be determined by ordinance, or from accepting
an award, publicly presented, in recognition of public service. However, no elected or appointed official, public body member, or employee shall accept a non-pecuniary gift of any value if the gift is or may be in any way associated with a contract that is or may be one for which the elected or appointed official, public body member, or
employee has the power or duty to perform an official action.

C. No elected or appointed official, public body member, or employee shall influence or attempt to influence the compensation, benefits, or other terms and conditions of Town office or Town employment applicable to a relative of the elected or appointed official, public body member, or employee.

D. No relative of an elected or appointed official, public body member, or employee shall be hired as a full time, permanent employee unless the Town's personnel procedures applicable to such employment have been followed.

E. No elected or appointed official, public body member, or employee shall use for personal or private gain, or for any other personal or private purposes, any information which is not available to the public and which is obtained by reason of his or her position with the Town, or disclose any such information except as required by law or for Town purposes.

F. No employee shall engage in or accept any employment or service, other than employment by the Town, if such employment or service reasonably would tend to impair the employee's independence of judgment in the performance of the employee's duties. This restriction shall not be construed to prohibit any other restrictions or prohibitions on outside employment applicable to an employee.

G. Neither the Town Manager, nor any employee who is the head of a Town department, shall be appointed to serve as a voting member of a public body, but this does not preclude town staff from serving in an advisory capacity.

H. No elected or appointed official, public body member, or employee shall request or direct the use of any town resources for personal or private gain, including work time, except in the same manner and under the same circumstances applicable to any other person. No special consideration, treatment, or advantage beyond that which is available to every other person in similar circumstances or need shall be granted
unless such use will substantially benefit the Town.

I. No elected or appointed official, public body member, or employee shall, at any time within two (2) years after termination from the Town:

1. Appear on behalf of the elected or appointed official's, public body member's, or employee's interest, or on behalf of the interest of any other person, before the Town Board, any public body, or department of the Town, in relation to any matter concerning which the elected or appointed official, public body member, or employee performed an official act; or
2. Represent the interest of the elected or appointed official, public body member, or employee, or of any other person, in any other matter before the Town Board, any public

body, or department of the Town, without disclosing to the Town the elected or appointed official's, public body member's, or employee's prior relationship to the Town and present relationship to the interest.

J. Except as provided in Subsection K, no elected or appointed official, public body member, or employee shall appear before the Town Board or any public body on behalf of any business entity.

K. A member of a public body may appear on behalf of a business entity before the Town Board or before a public body other than the public body of which he or she is a member, so long as the appearance does not concern any matter that has or may come before the public body of which he or she is a member.

L. Nothing in the Code of Ethics shall preclude an elected or appointed official, public body member, or employee from appearing before the Town Board, any public body, or any other elected or appointed official, public body member, or employee on behalf of any person which is not a business entity, so long as the appearance does not concern the elected or appointed official's, public body member's, or employee's interest.

M. No elected or appointed official or public body member shall offer or promise to give his or her vote or influence in favor of or against any proposed official action in consideration or upon condition that any other elected or appointed official, public body member, will promise or assent to give his or her vote or influence in favor of or against any other proposed official action.

N. No elected or appointed official shall become a full-time employee of the Town at any time during the term of office, or for two (2) years after leaving office.

O. No elected or appointed official shall acquire or seek to acquire any real estate or interest therein if the elected or appointed official knows, or reasonably should know, that the Town Board is evaluating, proposing, or pursuing the acquisition of such real estate or interest therein. The elected or appointed official's knowledge shall be presumed. The prohibitions of this subsection shall continue to apply until after the Town Board has abandoned any effort to acquire such real estate or interest therein, and such abandonment has been reflected in the minutes or other record of a Town Board meeting.

5.3 A DUTY TO DISCLOSE

An official, public body member or employee of the Town of Windsor shall not participate in the conduct of business on behalf of the Town or enter into discussion or deliberation of any matter without first, publicly and on the record, stating all possible conflicts of interest that may exist between themselves and their family members, and the principals or the issue under consideration.

5.4 NO MISUSE OF CONFIDENTIAL INFORMATION

No official, public body member or employee of the Town of Windsor shall use any confidential information acquired by virtue of that individual's official position for personal benefit, or for the benefit of any other person or business. This does not apply to information, which is readily available to the general public. In addition, no official, public body member or employee of the Town of Windsor shall violate the privacy of others by discussing information confidentially acquired in the course of official duties.

5.5 EXCLUSIONS

The provisions of this Code of Ethics shall not be interpreted so as to bar:

A. Any official, public body member or employee who is a resident of the Town of Windsor from fully participating in any Town Meeting;

B. Acceptance of donations for the expressed purpose of financing a political campaign, provided such contributions are reported in accordance with all local, state and federal laws that pertain to such donations;

C. Participation in a matter that relates to a person or business from which an official, public body member or employee has merely purchased goods or services, if the individual in question has no other conflict of interest relating to that person or business;

D. Police officers, fire fighters, and other emergency personnel from acting in the course of their official capacities when responding to emergencies in accordance with the rules and regulations of their departments.

5.6 ENFORCEMENT

A. The provisions of Articles 5.2 through 5.6 shall be enforced as follows:

1. The Town Attorney shall have the primary responsibility for administration of said provisions.
2. Any person who believes that an elected or appointed official, public body member, or employee has violated any of said provisions and wishes to initiate proceedings on such alleged violations shall file a written complaint with the Town Attorney. The complaint shall state in detail the facts of the alleged violation, shall specify the section or sections of the Code of Ethics alleged to have been violated, and shall contain a sworn or verified statement signed by the complainant and stating under penalty of perjury that the information in the complaint is true and accurate, and that the complaint is filed in good faith and not out of malice or any other improper motive or purpose. Any complaint that does not contain such a signed statement shall be returned forthwith to the complainant without action.
3. If the complaint is made against an officer or public body member, within ten (10) days after receipt of the complaint the Town Attorney shall forward a copy of the complaint to the elected or appointed official or public body member against whom the complaint is made, and to an advisory judge referred to in Article 5-8. The Town Attorney shall request the advisory judge to appoint a qualified disinterested attorney to serve as special prosecutor. If, within ten (10) days after the request, the advisory judge has not appointed a special prosecutor, the Town's Municipal Judge shall appoint a qualified disinterested attorney to serve as special prosecutor. The reasonable expenses and fees of an advisory judge making such an appointment and of the attorney serving as special prosecutor shall be paid by the Town. The attorney recommended or appointed pursuant to this paragraph shall serve as special prosecutor for purposes of investigation and action on the complaint, and shall take such actions concerning the complaint as are consistent with the Code of Ethics, the Colorado municipal court rules of procedure, and the prosecutor's ethical responsibilities. Before completing the investigation, the special prosecutor shall provide the elected or appointed official or

public body member against whom the complaint is made an opportunity to provide information concerning the complaint.

4. If the complaint is against an employee, the Town Attorney shall investigate the complaint and shall take such actions concerning the complaint as are consistent with the Code of Ethics, the Colorado municipal court rules of procedure, and the prosecutor's ethical responsibilities. Within ten (10) days after receipt of the complaint the Town Attorney shall forward a copy of the complaint to the employee against whom the complaint is made and, before completing the investigation, shall provide the employee an opportunity to provide information concerning the complaint.

B. A person commits false reporting of a complaint under this Article if:

1. The person makes a complaint of a violation under Articles 5.2 through 5.6 or knowingly causes the transmission of a complaint to the Town Attorney of such a violation when the person knows that the violation did not occur; or

2. The person makes a complaint or knowingly causes the transmission of a complaint to the Town Attorney pretending to furnish information relating to a violation of Articles 5.2 through 5.6 when the person knows that he or she has no such information or knows that the information is false.

C. A person who is convicted of false reporting of a complaint under this article shall be punished as provided in Article 16.5 of this Charter.

5.7 ADVISORY OPINIONS

A. The Municipal Judge shall maintain the consent of one (1) or more judges of municipalities other than the Town, to provide advisory opinions with respect to the applicability of Articles 5.2 through 5.6. The names of such advisory judges shall be provided to the Town Board, the Town Manager, and the Town Attorney. The reasonable expenses and fees of an advisory judge providing such an opinion shall be paid by the Town.

B. If any officer, public body member, or employee is uncertain as to the applicability of Articles 5.2 through 5.6 to a particular situation, or as to the definition of terms used in said Articles, the officer, public body member, or employee may apply in writing to the Town Board, Mayor, or Town Manager for an opinion from an advisory judge pursuant to these Articles, and the Town Board, Mayor, or Town Manager may submit an application to the advisory judge for procurement of an opinion. Any officer or public body member may apply directly to an advisory judge for an opinion. The application shall state in detail the applicable facts and the Article or Articles of the Code of Ethics concerning which the opinion is requested.

C. Any person who requests and acts in accordance with an advisory opinion issued pursuant to this Article shall not be subject to any penalties for such action under the Code of Ethics, unless material facts were omitted or misstated in the request for the advisory opinion.

D. An opinion rendered by an advisory judge pursuant to these Articles shall be disclosed to the public by posting, unless the advisory judge who issued the opinion determines it in the best interest of the Town to delay such posting, in which case the opinion shall be posted as soon as the judge determines that the best interest of the Town will no longer be harmed by public disclosure of the opinion.

5.8 VIOLATIONS - INJUNCTION

The Town Prosecutor shall have the power and the duty, where a violation of the provisions of the Code of Ethics is threatened or has occurred, to bring a civil action or proceeding at law or in equity for a judgment enjoining any violation of the provisions of the Code of Ethics. Any member of the community shall have the opportunity to submit, in good faith, a sworn statement of any suspected violation of the charter to the Town Attorney.

5.9 VIOLATIONS - VOIDING OF CONTRACT

Any contract that was the subject of any official action of the Town in which there was or is an interest prohibited by the Code of Ethics shall be voidable at the option of the Town, if legally permitted. Where the Town Attorney determines that the public interest may best be served by not voiding such contract, it may be enforced and an action or proceeding may be brought against any elected or appointed official, public body member, or employee in violation of the provisions of the Code of Ethics for damages in an amount not to exceed twice the damages suffered by the Town or twice the profit or gain realized by the elected or appointed official, public body member, or employee, whichever is greater.

5.10 DISTRIBUTION

The Town Clerk shall cause any forms required for compliance with the Code of Ethics, to be distributed to each elected or appointed official, public body member, and employee of the Town within twenty (20) days after the adoption of the ordinance, and to each elected or appointed official, public body member, and employee elected, appointed, or hired thereafter, before entering into any duties with the Town, and to each candidate for elective office at the time the candidate obtains a nomination petition. In addition, the Town Clerk shall cause a copy of any amendment to the Code of Ethics to be distributed to each elected or appointed official, public body member, and employee of the Town within twenty (20) days after the enactment of the amendment.

EXHIBIT B

PARKS, RECREATION & CULTURE ADVISORY BOARD BYLAWS

BYLAWS
Town of Windsor
Parks, Recreation & Culture Advisory Board

Article I
Introduction
A. The Windsor Municipal Code authorizes the Parks, Recreation & Culture Advisory Board to adopt bylaws for the transaction of business.
B. The within Bylaws have been adopted by the Town of Windsor Parks, Recreation & Culture Advisory Board, and all previously adopted bylaws are deemed repealed.
C. Pursuant to the Windsor Municipal Code, this Board shall be known as the *Town of Windsor Parks, Recreation & Culture Advisory Board*, hereinafter referred to as "Windsor Parks, Recreation & Culture Advisory Board" or "the Board."

Article II
Membership and Officers
A. The Windsor Parks, Recreation & Culture Advisory Board shall be composed of members appointed by the Board of Trustees of the Town of Windsor in accordance with the Windsor Municipal Code.
B. The Board shall elect a chairman, vice chairman, and secretary.
1. The chairman shall preside at all regular and special meetings of the Board and shall decide all points of procedure.
2. The vice chairman shall assume the duties and responsibilities of the chairman in the chairman's absence.
3. The secretary shall keep, or cause to be kept, all records of the Board, and shall transmit all appropriate records to the Town Clerk to become part of the official Town Record.
4. Board officers shall serve for a term of one (1) year and shall be elected annually at the January meeting of the Board.
5. Officer vacancies shall be filled at the next regular meeting of the Board by election of the members. Officers elected to fill vacancies shall serve until the next regular election of officers.

Article III
Meetings
A. The chairman shall prepare, or cause to be prepared, an agenda for every regular or special meeting of the Board.
B. The Board shall meet monthly on a date and at a time and location designated by the chairman. These regular meetings may be postponed, rescheduled, or canceled upon a vote by the Board.
C. The secretary shall prepare, or cause to be prepared and posted, a notice of each regular or special meeting of the Board. Such notice shall contain the meeting agenda.

D. Special meetings may be called by the chairman at the request of two (2) members, provided that notice of same, including a listing of all items to be considered (agenda), is delivered to each member of the Board or to his or her residence at least forty-eight (48) hours prior to the time set for such meeting, and further provided that announcement of a special meeting, or any other meeting at which all members of the Board are present, shall be sufficient notice of such meeting. Formal action taken at a special meeting called in accordance herewith shall be considered as though it were taken in a regular meeting for those, and only those, matters referred to in the agenda contained in the notice of the meeting.
E. All meetings of the Board shall be open to the public.
F. Before official and formal action can be taken on any matter at any meeting of the Board, a quorum shall be present and in session. A *quorum* is defined for purposes of these Bylaws as any four (4) members. The vice chairman shall preside in the absence of the chairman. Where both the chairman and vice chairman are absent, members present shall by majority vote select a member to preside over the meeting.
G. The chairman may from time to time call for work session meetings for the purpose of receiving information, hearing presentations, and discussing information, provided that no formal or informal action is taken.
H. All voting shall be by roll-call vote.
I. The members of the Board shall be bound by the Colorado Code of Ethics and the Colorado Public Official Disclosure Law. Summaries of the form of said code or laws in effect at the time of the adoption of these Bylaws are attached hereto as Appendix 1 and Appendix 2, respectively. Copies of the complete code and law, or subsequent amendments thereto, shall be distributed to all current and future members of the Board.
J. The order of business for all meetings shall be the order as it appears on the agenda except that the chairman may, under special circumstances, rearrange the order of business unless otherwise directed by a majority of the members there present and in session.
K. The secretary shall keep, or cause to be kept, minutes and keep the same recorded to date, showing all important facts pertaining to each meeting and hearing, the vote of each regular member upon each matter, or those absent or failing to vote, and such other details as the Board or its chairman shall direct. The minutes of each meeting shall be approved by the Board at its next meeting.
L. The secretary shall prepare, or cause to be prepared, the transmittal of official and formal actions of the Board to the Town Administrator's office for scheduling before the Windsor Town Board.

Article IV
Committees
A. There shall be no standing committees of the Board.
B. With the consent of the Board, the chairman may appoint ad hoc committees of the Board for special study or review.

Article V
Alternate Members
A. **Authorization.** The appointment of alternate members to the Board is authorized and

governed by Section 2-1-70 of the *Windsor Municipal Code*, and all subsequent amendments thereto.

B. **Attendance**. Alternate members shall attend all meetings and/or work sessions except as otherwise specified by the Chair. Alternate members shall receive notification of all meetings and/or work sessions in the same manner as the regular members of the Board are notified.

C. **Preparation**. Alternate members shall be provided all materials provided to regular members in anticipation of meetings and/or work sessions. Alternate members shall review all such materials, and shall be prepared to participate at all meetings and/or work sessions.

D. **Quorums, Vacancies and Recusals**. At the call of the Chairman, alternate members shall be seated as voting members for the following purposes: (1) to achieve a quorum in accordance with Section III. F. above; or (2) having achieved a quorum, one or more regular members are not in attendance at a meeting; or (3) in the event a regular member for any reason (including recusal) is unable to participate in the discussion and voting relative to an official and formal action.

E. **Voting**. Provided that all requirements for achieving a quorum and the additional criteria described in Section D., Quorums, Vacancies and Recusals, above are met, alternate members shall be accorded a vote upon any matter requiring action by the Board. In the event a conflict arises as to whether a regular member or an alternate member is to be seated, the regular member in attendance shall be seated and the alternate member shall not be accorded a vote.

Article VI
Amendments

These Bylaws may be amended by majority vote of a quorum of members present and in session at any regular meeting, provided that notice in writing has been given to each member at least ten (10) days prior to such meeting, or provided that such amendment was read at the last regular meeting of the Board.

THE WITHIN BYLAWS WERE APPROPRIATELY ADOPTED BY THE TOWN OF WINDSOR PARKS, RECREATION & CULTURE ADVISORY BOARD BY MAJORITY VOTE ON THE 7th OF February, 2012.

EXHIBIT C

EMPLOYEE HANDBOOK EXCERPT

1.2 Code of Ethics

Employment with the Town is a public trust imposing responsibilities to conserve resources, funds and materials. In accordance with that principle, Town employees are expected to act in the best interest of the town and in accordance with the Code of Ethics set forth in Article V of the Charter. The Code of Ethics provides standards designed to avoid conflicts of interest between Town employees and the Town and the appearance of any such conflicts and should be reviewed carefully. For example, no employee of the Town may participate in any Town procurement decisions affecting their personal financial interest or those of their immediate family and Town employees and their families are not to accept or solicit gifts or gratuities as a result of the employee's duties or responsibilities.

The Code of Ethics also establishes a process by which employees may obtain guidance regarding potential ethical issues and a course of action for resolving disputes in a manner that is fair to all of the parties involved. Every employee should receive a copy of this Code of Ethics, along with any updates. If you have not received a copy of this document, please request one from your supervisor or Human Resources.

TOWN OF WINDSOR
COLORADO

M E M O R A N D U M

Date: February 10, 2014
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Melissa M. Chew, CPRP, Director of Parks, Recreation & Culture
Re: Resolution 2014 – 09 Accepting Deed of Conservation Easement for Sheep Draw Property
Item #: C.3

Background / Discussion:

In 2012 Windsor participated in the Poudre River Initiative grant submitted to Great Outdoors Colorado (GOCO) for acquisition and development of various land parcels adjacent to the Poudre River. The Town partnered with Ft. Collins, Larimer County, Timnath and Greeley in the grant.

Greeley identified several land acquisitions as their part of the grant, including the Sheep Draw parcel. As a condition of acquisition, GOCO requires a conservation easement (CE) to be held on the property. Since we are partners, it makes sense that an entity affiliated with the grant is the CE holder. Through an already approved IGA, Windsor will jointly hold the conservation easement with Larimer County since we are new to this process, and ultimately be the sole CE holder after 2-3 years.

The Conservation Easement Stewardship Level of Service Standards process has been followed on this acquisition (see flow chart). The Parks, Recreation & Culture Advisory Board (PReCAB) held a public hearing on this proposed acquisition on February 4, 2014. There were no public comments. That same night PReCAB also adopted Resolution 2014-PRC02 recommending Town Board accept the Deed of Conservation Easement for the Sheep Draw Property.

Financial Impact:

We have identified a Stewardship Fee of $312 annually for the monitoring costs (staff time and travel) associated with this property. The City of Greeley has agreed to this and will be invoiced annually.

Relationship to Strategic Plan:

1.G. Lead through stewardship of natural resources.

Recommendation:

Move to approve Resolution 2014 – 09 accepting a Deed of Conservation Easement for the Sheep Draw Property located at 59th Avenue and the Poudre River in Greeley, as identified in the Poudre River Initiative GOCO Grant.

Attachments:

b. CE Stewardship LOS Flow Chart
c. Resolution 2014-PRC02
d. Resolution 2014 - 09
e. Deed of Conservation Easement – Sheep Draw

Conservation Easement: Selection Criteria and Evaluation Process

Initiation
- by whom (staff, landowner or partner)
- screening criteria and evaluate

Evaluation
- staff
- compare to established values; landowner meetings; begin document development, maps and management discussions;

Initial review
- Initial PReCAB and Town Board
- work sessions; staff presentations

Develop documents
- staff and / or outside assistance
- Negotiations, environmental audits, baseline report, title, survey, contracts, CE deed as necessary

Field Trip
- PReCAB, Town Board if desired

Recom-mendation
- staff
- assemble all documents and evaluations; public hearing; PReCAB recommendation, and take to Town Board

Town Board final review and decision
- staff
- Town Board adopt by resolution to approve CE deed or contract; press release

Manage-ment Plan
- staff and / or outside agency
- complies with retained rights as per deed

Monitor and Report
- staff
- annual monitoring; report to state if certified

TOWN OF WINDSOR
PARKS, RECREATION & CULTURE ADVISORY BOARD
RESOLUTION NO. 2014-PRC02

A RESOLUTION OF THE WINDSOR TOWN BOARD APPROVING A DEED OF CONSERVATION EASEMENT, AND ACCEPTING THE TERMS AND CONDITIONS THEREOF

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's citizens place high value on public recreational facilities, including recreational trails, natural areas and open space; and

WHEREAS, through the combined effort of the Town, Larimer County Open Space ("Larimer County") and the City of Greeley ("City"), a grant has been approved by the Great Outdoors Colorado Trust Fund, under which the City has acquired or will acquire a parcel of land known as the "Sheep Draw Property", consisting of approximately 158 +/- acres of land in western Weld County; and

WHEREAS, the Sheep Draw Property is located along the Poudre River, is intersected by the Poudre River Trail, and contains unique natural features worthy of permanent protection; and

WHEREAS, the Town, Larimer County and the City have negotiated an understanding, under which the Town and Larimer County will receive a grant of a conservation easement from Greeley, the purpose of which is to preserve the conservation values of the Sheep Draw Property in perpetuity in accordance with the requirements of § 38-30.5-101, *et. seq.*, C.R.S.; and

WHEREAS, the terms and conditions of the above-referenced conservation easement are set forth in the attached Deed of Conservation Easement, the contents of which are incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town's Parks, Recreation and Culture Board has reviewed the attached Deed of Conservation Easement, and the completed due diligence process per the Stewardship Level of Service Standards; and

WHEREAS, the Town's Parks, Recreation and Culture Board has concluded that the purpose and scope of the Deed of Conservation Easement promote the public health, safety and welfare.

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

1. The Parks, Recreation and Culture Board of the Town of Windsor hereby acknowledges and recommends acceptance of the dedication of a conservation easement, the description and terms of which are more fully set forth in the Deed of Conservation Easement attached hereto and incorporated herein.

2. The Parks, Recreation and Culture Board of the Town of Windsor hereby ratifies, recommends approval and confirms the terms and conditions of the aforesaid Deed of Conservation Easement.

3. The Parks, Recreation and Culture Board of the Town of Windsor hereby recommends that the Town Board authorize the Mayor of the Town to execute such documents as may be required to evidence the Town's receipt and acceptance of this Deed of Conservation Easement.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 4th day of February, 2014.

PARKS, RECREATION AND CULTURE BOARD
TOWN OF WINDSOR, COLORADO

Chair

WITNESS:

Secretary

TOWN OF WINDSOR
PARKS, RECREATION & CULTURE ADVISORY BOARD
RESOLUTION NO. PRC 2014-02

A RESOLUTION OF THE WINDSOR TOWN BOARD APPROVING A DEED OF CONSERVATION EASEMENT, AND ACCEPTING THE TERMS AND CONDITIONS THEREOF

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's citizens place high value on public recreational facilities, including recreational trails, natural areas and open space; and

WHEREAS, through the combined effort of the Town, Larimer County Open Space ("Larimer County") and the City of Greeley ("City"), a grant has been approved by the Great Outdoors Colorado Trust Fund, under which the City has acquired or will acquire a parcel of land known as the "Sheep Draw Property", consisting of approximately 158 +/- acres of land in western Weld County; and

WHEREAS, the Sheep Draw Property is located along the Poudre River, is intersected by the Poudre River Trail, and contains unique natural features worthy of permanent protection; and

WHEREAS, the Town, Larimer County and the City have negotiated an understanding, under which the Town and Larimer County will receive a grant of a conservation easement from Greeley, the purpose of which is to preserve the conservation values of the Sheep Draw Property in perpetuity in accordance with the requirements of § 38-30.5-101, *et. seq.*, C.R.S.; and

WHEREAS, the terms and conditions of the above-referenced conservation easement are set forth in the attached Deed of Conservation Easement, the contents of which are incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town's Parks, Recreation and Culture Board has reviewed the attached Deed of Conservation Easement, and the completed due diligence process per the Stewardship Level of Service Standards; and

WHEREAS, the Town's Parks, Recreation and Culture Board has concluded that the purpose and scope of the Deed of Conservation Easement promote the public health, safety and welfare.

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

1. The Parks, Recreation and Culture Board of the Town of Windsor hereby acknowledges and recommends acceptance of the dedication of a conservation easement, the description and terms of which are more fully set forth in the Deed of Conservation Easement attached hereto and incorporated herein.

2. The Parks, Recreation and Culture Board of the Town of Windsor hereby ratifies, recommends approval and confirms the terms and conditions of the aforesaid Deed of Conservation Easement.

3. The Parks, Recreation and Culture Board of the Town of Windsor hereby recommends that the Town Board authorize the Mayor of the Town to execute such documents as may be required to evidence the Town's receipt and acceptance of this Deed of Conservation Easement.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 4th day of February, 2014.

PARKS, RECREATION AND CULTURE BOARD
TOWN OF WINDSOR, COLORADO

Chair

WITNESS:

Secretary

TOWN OF WINDSOR
RESOLUTION NO. 2014-09

A RESOLUTION OF THE WINDSOR TOWN BOARD APPROVING A DEED OF CONSERVATION EASEMENT, AND ACCEPTING THE TERMS AND CONDITIONS THEREOF

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's citizens place high value on public recreational facilities, including recreational trails, natural areas and open space; and

WHEREAS, through the combined effort of the Town, Larimer County Open Space ("Larimer County") and the City of Greeley ("City"), a grant has been approved by the Great Outdoors Colorado Trust Fund, under which the City has acquired or will acquire a parcel of land known as the "Sheep Draw Property", consisting of approximately 158 +/- acres of land in western Weld County; and

WHEREAS, the Sheep Draw Property is located along the Poudre River, is intersected by the Poudre River Trail, and contains unique natural features worthy of permanent protection; and

WHEREAS, the Town, Larimer County and the City have negotiated an understanding, under which the Town and Larimer County will receive a grant of a conservation easement from Greeley, the purpose of which is to preserve the conservation values of the Sheep Draw Property in perpetuity in accordance with the requirements of § 38-30.5-101, *et. seq*., C.R.S.; and

WHEREAS, the terms and conditions of the above-referenced conservation easement are set forth in the attached Deed of Conservation Easement, the contents of which are incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town's Parks, Recreation and Culture Board has reviewed the attached Deed of Conservation Easement, and has formally recommended that the Town Board approve and accept the Deed of Conservation Easement; and

WHEREAS, the Town Board has reviewed the attached Deed of Conservation Easement and the recommendation of the Parks, Recreation and Culture Board, and has concluded that the purpose and scope of the Deed of Conservation Easement promote the public health, safety and welfare.

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

1. The Town of Windsor hereby acknowledges receipt and acceptance of the dedication of a conservation easement , the description and terms of which are more fully set forth in the Deed of Conservation Easment attached hereto and incorporated herein.

2. The Town of Windsor ratifies, approves and confirms the terms and conditions of the aforesaid Deed of Conservation Easement.

3. The Town of Windsor hereby authorizes the Mayor of the Town to execute such documents as may be required to evidence the Town's receipt and acceptance of this Deed of Conservation Easement.

4. The Town Attorney is authorized to make such minor revisions to the Deed of Conservation Easement as may be necessary and convenient to carrying out the intent of this Resolution.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 10th day of February, 2014.

TOWN OF WINDSOR, COLORADO

_____
John S. Vazquez, Mayor

ATTEST:

_____
Patti Garcia, Town Clerk

DEED OF CONSERVATION EASEMENT
(Sheep Draw Open Space)

NOTICE: THIS PROPERTY INTEREST HAS BEEN ACQUIRED IN PART WITH GRANT #12613 ("GRANT") FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND ("BOARD"). THIS DEED OF CONSERVATION EASEMENT CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY WHICH ARE INTENDED TO PROTECT ITS OPEN SPACE AND OTHER CONSERVATION VALUES. THE BOARD HAS FOUND THAT THIS DEED OF CONSERVATION EASEMENT PROVIDES BENEFITS THAT ARE IN THE PUBLIC INTEREST.

THIS DEED OF CONSERVATION EASEMENT is made this ____ day of _____, 2014, by the City of Greeley, a Colorado municipal corporation, having its address at 1000 10th Street, Greeley, Colorado 80631 ("Grantor"), in favor of the Town of Windsor, having its address at 301 Walnut Street, Windsor, Colorado 80550, and Larimer County having its address at 200 West Oak Street, 2nd Floor, Fort Collins, CO 80521 (the "Grantees", referred to herein in the singular)(collectively, the "Parties").

RECITALS:

A. Grantor is the sole owner in fee simple of approximately 158 acres of real property located in Weld County, Colorado, more particularly described in **Exhibit A** attached hereto and generally depicted on the map attached hereto as **Exhibit B,** both of which are incorporated herein by this reference (the "Property").

B. The Property possesses natural, scenic, open space, educational, and recreational values (collectively, "Conservation Values") of great importance to Grantor, the people of the City of Greeley and Weld County and the people of the State of Colorado. In particular, the Property contains the following characteristics, which are also included within the definition of Conservation Values**.**

i. **Relatively Natural Habitat**. The Property contains a combination of saltgrass meadows, wetlands, and cottonwood stands adjacent to and along a one-mile reach of the Cache la Poudre River. The diverse habitat on the property provides food, shelter, breeding ground, and migration corridors for several wildlife species, including white-tailed and mule deer, coyote, black-tailed prairie dog, great blue heron, bald eagle, and red-tailed hawk.

ii. **Open Space**. The Property qualifies as open space because it has been preserved for the scenic enjoyment of the general public and yields a significant public benefit.

iii. **Scenic Enjoyment.** The Property adds to the scenic character of the local rural landscape in which it lies, contains a harmonious variety of shapes and textures, and provides a degree of openness, contrast and variety to the overall

landscape. The Property is visible to the general public from North 59th Avenue and the Poudre River Trail, which are open to and actively utilized by residents of the City of Greeley, Weld County, and the State of Colorado.

iv. **Significant Public Benefit**. There is a strong likelihood that development of the Property would lead to or contribute to degradation of the scenic and natural character of the area. As a large parcel of open space, preservation will continue to buffer critical wildlife habitat and add to an important stopover for migratory raptors, songbirds, shorebirds, and waterfowl. In addition, the public acquisition of this Property furthers Congress' vision in designating the Cache la Poudre River National Heritage Area "to provide for the interpretation… of the unique and significant contributions to our national heritage of cultural and historic lands, waterways and structures within the Heritage Area."

v. **Outdoor Recreation and Education of the General Public.** The Property will provide public access for passive outdoor recreation and education and trail connections and associated recreation access for the use and enjoyment of the general public along a portion of the 21-mile Poudre River Trail.

C. Grantor intends that the Conservation Values be preserved and protected, and that any uses be prohibited that would substantially diminish or impair the Conservation Values or that otherwise would be inconsistent with the Purpose of this Easement, as defined in paragraph 1 below. The parties acknowledge and agree that uses expressly permitted by this Easement and the current land use patterns, including, without limitation, those relating to recreational use of the Poudre River Trail, oil and gas mining operations, and the Greeley No. 3 Canal and associated service road existing at the time of this grant, do not significantly impair or interfere with the Conservation Values and are consistent with the Purpose of the Easement.

D. Grantor further intends, as owner of the Property, to convey to Grantees the right to preserve and protect the Conservation Values in perpetuity.

E. Each of the Grantees is a governmental entity that has an open space program dedicated to land conservation.

F. Each of the Grantees is qualified to hold conservation easements as a governmental entity under C.R.S. § 38-30.5-104.

G. Funding for this project has been provided in part by the Great Outdoors Colorado Trust Fund program. The voters of the State of Colorado by adoption of Article XXVII to the Constitution of the State of Colorado, the legislature of the State of Colorado by adoption of enabling legislation, and the Board, by adopting and administering competitive grants application and rigorous due diligence review processes, have established that it is the policy of the State of Colorado and its people to preserve, protect, enhance and manage the state's wildlife, park, river, trail and open space heritage, to protect critical wildlife habitats through the acquisition of lands, leases or easements, and to acquire and manage unique open space and natural areas of statewide significance.

H. Each of the Grantees agrees by accepting this Easement to preserve and protect in perpetuity the Conservation Values for the benefit of this and future generations;

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

1. Purpose. The purpose of this Easement is to ensure that the Conservation Values are preserved and protected in perpetuity ("Purpose"). This Purpose is in accordance with § 170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto. To effectuate the Purpose of this Easement, Grantor and Grantees intend to permit only uses of the Property that do not substantially diminish or impair the Conservation Values and to prevent any use of the Property that will substantially diminish or impair the Conservation Values. Notwithstanding the foregoing, nothing in this Easement is intended to compel a specific use of the Property other than the preservation and protection of the Conservation Values.

2. Baseline Documentation Report. The parties acknowledge that a written report has been prepared, reviewed and approved by the Grantor and Grantees as of the conveyance date of this Easement (the "Baseline Report"). A copy of the Baseline Report shall be kept on file by all parties and by this reference made a part hereof. The parties acknowledge that the Baseline Report is intended to establish the condition of the Property as of the conveyance date of this Easement, and all parties have acknowledged the same in a signed statement, a copy of which is attached hereto as Exhibit C. The parties further agree that the existence of the Baseline Report shall in no way limit the parties' ability to use other pertinent information in resolving any controversy that may arise with respect to the condition of the Property as of the conveyance date of this Easement.

3. Rights of Grantees. To accomplish the Purpose of this Easement, the following rights are hereby conveyed to Grantees;

a. To preserve and protect the Conservation Values;

b. To enter upon the Property at reasonable times to monitor Grantor's compliance with and, if necessary, to enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantees shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

c. To prevent any activity on or use of the Property that is inconsistent with the Purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent use;

4. Reserved Rights. Grantor reserves to Grantor, and to Grantor's personal representatives, heirs, successors, and assigns, all rights accruing from Grantor's ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited or restricted herein and that do not substantially diminish or impair the Conservation Values. Without limiting the generality of the foregoing, the Grantor reserves the right to:

a. Establish, restore, enhance, maintain, and protect aquatic, wetland, riparian, and wildlife habitat, which habitat may be used as mitigation.

b. Allow non-commercial, non-motorized low-impact recreational uses.

c. Continue oil and gas mineral development that operates pursuant to existing leases on the Property.

d. Construct and maintain paved and unpaved trails and appurtenant structures on the Property for recreation, wildlife watching, and multi-use non-vehicular transportation purposes.

e. Construct and maintain a trailhead facility for access to the Property that may include access driveways, fences for vehicular and access control, vehicular parking, restroom facilities, picnic facilities, native landscaping, and signs for directional, regulatory, and interpretive purposes.

f. Construct and maintain interpretive signs and exhibits to provide visitors with information on Conservation Values, and natural features on the Property.

g. Manage vegetation including noxious weed control, fuels management, and establishment of native species to preserve and enhance the Conservation Values.

h. Manage nuisance animals through appropriate methods as needed to protect and preserve the Conservation Values.

i. Construct and maintain fences as needed to protect and preserve aquatic, riparian, wetland, and wildlife habitat.

j. Perform flood water mitigation, remediation, and reclamation as necessary to protect and preserve the Conservation Values.

5. Prohibited and Restricted Uses. Any activity on or use of the Property inconsistent with the Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted as set forth below:

a. Development Rights. To fulfill the Purpose of this Easement, Grantor hereby conveys to the Grantees all development rights deriving from, based upon or attributable to the Property in any way ("Grantees' Development Rights"), except those expressly reserved by Grantor herein, and the Parties agree that Grantees' Development Rights shall be held by the Grantees in perpetuity in order to fulfill the Purpose of this Easement, and to ensure that such rights are forever released, terminated and extinguished as to Grantor, and may not be used on or transferred off of the Property to any other property or used for the purpose of calculating permissible lot yield of the Property or any other property.

b. Construction of Building and Other Structures. The construction of any building, structure or other improvement, except those existing on the date of this Easement, is prohibited except in accordance with Paragraph 4. All existing buildings, structures, and other improvements are generally identified on the map attached hereto as **Exhibit B**. With Grantees' approval, existing buildings, structures, and improvements may be replaced and reasonably enlarged in their current locations or other such locations that Grantees determine do not substantially diminish or impair the Conservation Values. Grantor may maintain and repair existing buildings, structures and improvements without Grantees' approval. Any new building, structure or other improvement constructed on the Property for the purposes of the reserved rights described in Paragraph 4 by Grantor or Grantor's lessees will be coordinated with Grantees, to the maximum extent practicable, to ensure compatibility with the Conservation Values.

c. Residential, Recreational, and Commercial Improvements. Under no circumstances shall any new residential or commercial structures be constructed on the Property except as specifically reserved in Paragraph 4**.** Under no circumstances shall any new recreational building, structure or improvement be built on the Property, including but not limited to, athletic fields, golf courses or ranges, race tracks, airstrips, helicopter pads, or shooting ranges except as specifically reserved in Paragraph 4. Commercial structures constructed for the purposes of the reserved rights in Paragraph 4 will be coordinated with the Grantees, to the maximum extent practicable, to ensure compatibility with the Conservation Values.

d. Agricultural Improvements. Loafing sheds, corrals, water lines, water tanks and other minor agricultural structures and improvements may be constructed anywhere on the Property. Notwithstanding the foregoing, no agricultural improvements shall be constructed in the aquatic, wetland, riparian, or wildlife habitat, the preservation of which is important to achieve the Purpose of this Easement. Construction of any other new agricultural buildings or improvements other than those covered by this subparagraph (d) is prohibited.

e. Fences. New fences may be constructed on the Property and existing fences may be repaired or replaced for the purpose of reasonable and customary management of livestock and wildlife, or for separation of ownership and uses, including oil and gas operations, or for protection of aquatic, wetland, riparian, and wildlife habitat intended for use as mitigation. Construction of fences other than those covered by this subparagraph (e) is prohibited. Except in the trailhead building envelope and around gardens or crop storage areas, new fencing shall be constructed in a manner that is compatible with the movement of wildlife across the Property.

f. Subdivision. The Parties agree that the division, subdivision or de facto subdivision of the Property, whether by legal or physical process, into two or more parcels of land or partial or separate interests (including, but not limited to, condominium interests or partition of undivided interests) is prohibited. At all times the Property shall be owned and conveyed as a single parcel which shall be subject to the provisions of this Easement. Ownership of the single parcel by joint tenancy or tenancy in common is permitted; provided, however, that Grantor shall not undertake any legal proceeding to partition, subdivide or divide in any manner such undivided interests in the single parcel. Grantor's intent herein is that all portions of the Property, even if legally identified in one or more separate parcels, shall remain under one ownership and shall not be separately sold or conveyed.

g. Mining.

(1) The Parties acknowledge that the Property is subject to two active oil and gas Leases, both recorded on November 2, 1981 and originally conveyed to H.L. Willett (recorded in Weld County as Reception Nos. 1873400 and 1873401, respectively), and currently held by Noble Energy. As a part of such leases, there are two actively producing oil and gas wells and associated infrastructure on the Property, and underground gas pipelines described in Pipeline Right of Way Agreements recorded in the real property records of Weld County at Reception Nos. 1009102; 1039751; 1209437; 1214264; 1954668; 1955452; 1974895; and AR2365644,respectively. The locations of the oil and gas wells are depicted on Exhibit B of this Deed. These leases, agreements, and rights-of-way precede this Easement in time and right, but shall not be amended or extended without Grantees' approval or inclusion as a party to any such amendments or extensions that may involve the Grantor and potentially impact the surface of the Property pursuant to this paragraph (g). To the maximum extent practicable and subject to the existing leases, agreements, and rights-of-way, Grantor will use best efforts to regulate exploration or extraction of oil and gas in a manner that will significantly impair or interfere with the Conservation Values of the Property.

(2) The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance of any kind or description, using any surface mining method is prohibited. For the purpose of this description, surface mining is understood to mean a broad category of of mining in which surface material such as soil and rock are removed, including strip mining, open-pit mining and removal of mountaintops. This description does not apply to the limited surface disturbance of a site to accommodate oil and gas mineral development existing at the time of this Grant pursuant to leases existing at the time of this Grant and operating in accordance with local land use regulations. Mining utilizing methods other than surface mining may be permitted if the method of extraction has a limited, localized impact on the Property that does not substantially diminish or impair the Conservation Values. No extraction permitted pursuant to this paragraph shall occur without prior written notice to and approval of the Grantees, which notice shall include a description of the type of extraction, the areas within which such extraction shall occur, and the anticipated impact thereof. Any lease, surface use agreement, or other conveyance by Grantor to a third party of mineral rights subsequent to the date of recording of this Easement shall be subject to the restrictions of this Easement and shall so state, shall contain terms consistent with the provisions of this Easement,

and a copy of the same shall be provided to the Grantees prior to its execution by Grantor for Grantees' review and approval.

(3) Grantor agrees that by granting this Easement to the Grantees, it has granted to the Grantees a portion of its rights as owner of the surface of the Property on which the exploration, development, operations and reclamation of any minerals (including but not limited to oil and gas, helium, carbon dioxide and coalbed methane) may be conducted ("Surface Owner"). Grantor intends that the Grantees, in addition to Grantees interest as a holder of this Easement, shall have the rights of a Surface Owner to receive notices of proposed mineral activities and to take appropriate action to protect the Purpose of this Easement. Accordingly, Grantor agrees: (i) to provide the Grantees with any notices Grantor received related to the exploration, development, operations and reclamation of any minerals; and (ii) that the Grantees must approve in advance in writing any lease or agreement pertaining to use of the surface or subsurface of the Property for the exploration, development, operations and reclamation of any minerals, including any agreement permitted or required of a Surface Owner under C.R.S. §34-60-101 *et seq.*, as amended from time to time, and rules and regulations promulgated thereunder ("Surface Use Agreement"), between Grantor and owners or lessees of minerals (including but not limited to oil and gas, helium, carbon dioxide and coalbed methane), which approval the Grantees may withhold in Grantees reasonable discretion if Grantees determine that the proposed surface use would substantially diminish or impair the Conservation Values, is inconsistent with the preservation of the Conservation Values, is inconsistent with the terms of this Easement, or is not permitted under the terms of the mineral reservation or severance or the mineral lease.

(3) Notwithstanding any of the foregoing to the contrary, soil, sand, gravel or rock may be extracted upon written notice to but without further permission from the Grantees, so long as such extraction is solely for use on the Property for non-commercial purposes, is in conjunction with activities permitted herein, is accomplished in a manner which is consistent with the Purpose of this Easement, and does not substantially diminish or impair the Conservation Values. Any such extraction shall be limited to an area less than one-half acre size at any given time. Any area which is disturbed by extraction must be re-vegetated and restored to a natural condition promptly after completion of extraction.

(4) This paragraph (g) shall be interpreted in a manner consistent with § 170(h) of the United States Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto.

h. Paving and Road and Trail Construction. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road or trail be constructed without Grantees' approval except as specifically allowed in Paragraph 4 or for temporary construction use for development of aquatic, wetland, riparian, or wildlife habitat.

i. Trash. The dumping or accumulation of any kind of trash or refuse on the Property, including but not limited to household trash and hazardous chemicals, is prohibited.

j. Motorized Vehicles. Motorized vehicles may be used only in conjunction with activities permitted by this Easement and in a manner that does not substantially diminish or

impair the Conservation Values. Off road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles are prohibited.

k. Commercial or Industrial Activity.

(1) No industrial uses shall be allowed on the Property except for the existing oil and gas activities existing on the Property at the time of this grant. Commercial uses are allowed, as long as they are conducted in a manner that is consistent with § 170(h) of the United States Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto, are consistent with the Purpose of the Easement, and do not substantially diminish or impair the Conservation Values. Without limiting other potential commercial uses that meet the foregoing criteria, the following uses are allowed:

(a) Grazing livestock, such as cattle, horses, sheep, swine, goats and similar animals as a vegetation management tool consistent with the Management Plan.

(b) Development and construction of aquatic, wetland, riparian and wildlife habitat intended for use as multiple resource mitigation or a private or commercial Mitigation or Conservation Bank operating under the regulations and policies of the Clean Water Act and the Endangered Species Act or other applicable federal or state laws.

(2) The foregoing descriptions of allowed commercial uses notwithstanding, temporary or permanent commercial feed lots and other intensive growth livestock farms, such as dairy, swine, or poultry farms, are inconsistent with the Purpose of this Easement and are prohibited.

l. Signage or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for "no trespassing" signs, signs regarding low impact recreational uses, signs informing the public of the status of ownership, or signs consistent with the uses allowed in Paragraph 4 above. No signs shall significantly diminish or impair the Conservation Values. Grantees shall erect one or more signs visible from the nearest public roadway, or from an alternative location approved by the Board, identifying the Board's Grant and investment in this Property to the public.

6. Land Management / Management Plan.

To facilitate periodic communication between Grantor and the Grantees about management issues that may impact the Conservation Values, the Property shall be operated and managed in accordance with a "Management Plan" jointly prepared by Grantor and the Grantees, which plan shall be initially agreed upon within one year of the date of this Easement and shall be reviewed at least every five years and updated if either party determines an update is necessary.

7. Grantor Notice and Grantees Approval. The purpose of requiring Grantor to notify the Grantees prior to undertaking certain permitting activities is to afford the Grantees an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Purpose of this Easement. Whenever notice is required, Grantor shall notify the Grantees in writing not less than 60 days prior to the date Grantor intends to undertake the

activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantees to make an informed judgment as to its consistency with the Purpose of this Easement. Where Grantees' approval is required, Grantor shall not undertake the requested activity until Grantor has received Grantees' approval in writing. Grantees shall grant or withhold Grantees approval in writing within 60 days of receipt of Grantor's written request therefor and submittal of sufficient supporting details as described above. Grantees' approval may be withheld only upon Grantees' reasonable determination that the activity as proposed would substantially diminish or impair the Conservation Values or would be inconsistent with the Purpose of this Easement.

8. Enforcement. If the Grantees believe there is a violation of this Easement, Grantees shall immediately notify Grantor and the Board in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either:

a. Restore the Property to its condition prior to the violation; or

b. Provide a written explanation to the Grantees of the reason why the alleged violation should be permitted, in which event the Parties agree to meet as soon as possible to resolve their differences. If a resolution cannot be achieved at the meeting, the Parties agree to meet with a mutually acceptable mediator to attempt to resolve the violation during the mediation process. Should mediation fail to resolve the dispute, the Grantees may, at Grantees discretion, take appropriate legal action. When, in Grantees' opinion, an ongoing or imminent violation could irreparably diminish or impair the Conservation Values, Grantees may, at Grantees discretion, take appropriate legal action without pursuing mediation. If a court of competent jurisdiction determines that irreparable harm to the Conservation Values set forth herein is imminent, exists, or has occurred, Grantees may seek injunctive relief. The Board shall in no event be required to participate in any mediation.

9. Costs of Enforcement. The Parties recognize that Grantor and Grantees are municipalities, bound by the limitations found in the Colorado Constitution, Article XI, Section 1, which provides that local governments cannot become responsible for any debt, contract or liability of any person, company or corporation, public or private. Accordingly, if the violation of any of the provisions of this Easement by either party require or result in the commencement of legal action, the Parties agree that each party will be responsible for its own costs incurred because of the violation, including reasonable attorney's fees, costs of restoration and consultant fees.

10. No Waiver or Estoppel. Forbearance by the Grantees to exercise Grantees rights under this Easement in the event of a violation of any term shall not be deemed or construed to be a waiver by the Grantees of such term or of any subsequent violation of the same or any other term of this Easement or of any of the Grantees' rights under this Easement. No delay or omission by the Grantees in the exercise of any right or remedy upon any violation by Grantor shall impair such right or remedy or be construed as a waiver. Grantor hereby waives any defense of laches, estoppel, or prescription, including the one year statute of limitations for commencing an action to enforce the terms of a building restriction or to compel the removal of any building or improvement because of the violation of the same under C.R.S. § 38-41-119, *et seq.*

11. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle the Grantees to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Notwithstanding the foregoing, the Grantor shall make reasonable efforts to prevent third parties from performing, and shall not knowingly allow third parties to perform, any act on or affecting the Property that is inconsistent with the Purpose of this Easement

12. Access. The general public shall have access to the Property, subject to any regulations by Grantor necessary and appropriate to protect public health and safety and the Conservation Values.

13. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including weed control and eradication.

14. Hold Harmless. To the extent permitted by law, Grantor shall hold harmless, indemnify, and defend Grantees and the Board and the members, directors, officers, employees, agents, and contractors and their heirs, representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraph 9 herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Easement shall be construed as giving rise to any right or ability in Grantees or the Board, nor shall Grantees or the Board have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

15. Real Property Interest. This Easement constitutes a real property interest immediately vested in the Grantees, the value of which has not been determined as of this date. Should the Easement be taken for the public use or otherwise terminated according to Paragraph 16 below, Grantees shall be entitled to compensation for Grantees interest, which shall be determined by a qualified appraisal that establishes the ratio of the value of the Easement interest to the value of the fee simple interest in the Property as of the date of the taking or termination (The "Easement Value Ratio"). The Easement Value Ratio shall be used to determine the Grantees' compensation according to the following Paragraph 16.

16. Condemnation or Other Extinguishment. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can be terminated, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each

party shall promptly notify the other party and the Board in writing when it first learns of such circumstances. The Grantees shall be entitled to full compensation for Grantees interest in any portion of this Easement that is terminated as a result of condemnation or other proceedings. Grantees' compensation shall be an amount at least equal to the Easement Value Ratio, multiplied by the value of the unencumbered fee simple interest in the portion of the Property that will no longer be encumbered by this Easement as a result of condemnation or termination. The Board shall be entitled to receive fifty percent (50%) of Grantees' compensation. Grantees shall promptly remit the Board's share of these proceeds to the Board. Grantees shall use Grantees proceeds in a manner consistent with the conservation purposes of this Easement.

17. Assignment.

a. This Easement is transferable, but the Grantees may assign Grantees rights and obligations under this Easement only to an organization that:

(1) is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder;

(2) is authorized to acquire and hold conservation easements under Colorado law;

(3) agrees in writing to assume the responsibilities imposed on Grantees by this Easement; and

(4) is approved in writing as a transferee by the Board in its sole and absolute discretion. Grantees shall provide the Board with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction.

b. The Board shall have the right to require the Grantees to assign Grantees rights and obligations under this Easement to a different organization if either of the Grantees ceases to exist; is unwilling, unable or unqualified to enforce the terms and provisions of this Easement; or is unwilling or unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this paragraph 17.b., the Board shall consult with the Grantees and provide Grantees an opportunity to address the Board's concerns. If the Board's concerns are not addressed to its satisfaction, the Board may require the assignment of this Easement to an organization designated by the Board that complies with Paragraph 17.a.(1), (2), and (3) above.

c. If the Grantees desire to transfer this Easement to a qualified organization having similar purposes as the Grantees, but Grantor or the Board has refused to approve the transfer, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on the Grantees by this Easement, provided that Grantor and the Board shall have adequate notice of and an opportunity to participate in the court proceedings leading to the court's decision on the matter.

d. Upon compliance with the applicable portions of this Paragraph 17, the Parties shall record an instrument completing the assignment in the records of the county or counties in

which the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances.

18. Subsequent transfers. Grantor shall incorporate by reference the terms and conditions of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property. **Grantor further agrees to give written notice to the Grantees and the Board of the transfer of any interest at least 45 days prior to the date of such transfer and may be required to pay the Board an Additional Board Refund under Paragraph 19 below.** The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

19. Additional Board Refund. The Board's Grant has provided partial consideration for Grantor's acquisition of fee title to the Property and/or partial real estate interests in the Property above and beyond this Easement; therefore, any voluntary sale, conveyance, transfer, or other disposal of all or any portion of Grantor's interest in the Property ("Sale"), excluding any lease of the Property to a third party in the ordinary course of using the Property for permitted purposes, shall constitute a material change to the Grant that shall require prior written Board approval and may require a separate refund to the Board of any amount to compensate the Board for use of the Board's Grant, plus administrative costs (the "Additional Board Refund"), in addition to any payment that the Board may be entitled to receive under Paragraphs 15 and 16 above. Under no circumstances shall the Grantees be liable, directly or indirectly, for any portion of the Additional Board Refund to which the Board may be entitled to under this Paragraph.

a. Amount. The amount of the Additional Board Refund shall be based upon a percentage of Grantor's net proceeds from the Sale (which shall be defined as the fair market value of the property being sold in the Sale, minus direct transaction costs) ("Net Proceeds"). The Additional Board Refund shall be determined by: a) first dividing the Board's Grant amount by the original purchase price for fee title to the Property; b) then by multiplying the resulting ratio by the Net Proceeds; and c) adding interest figured from the Grant payment date at the Prime Rate listed by the Federal Reserve Bank of Kansas City, Missouri that is most current on the effective date of the Sale. The Board may, in its sole discretion, waive the requirement for payment of interest or reduce the amount of the interest due at the time of the Sale. The Additional Board Refund shall be paid to the Board in cash or certified funds on or before the effective date of the Sale.

b. Possible Exception to Refund Requirement. If a Sale occurs to a third party which is eligible to receive open space funding from the Board, and the Board has provided written confirmation of the Third party's eligibility, Grantor shall not be required to pay the Board an Additional Board Refund, unless the Board determines in its sole discretion that one or more aspects of the Grant have changed that reduce the Grant project's scope from that of the original Grant as approved by the Board. (For example, if the Grantor proposed that the Grant project would include public access to the Property, and the Sale will result in substantially the same amount and type of public occurred, and Grantor shall not be required to pay the board an Additional Board Refund, unless another aspect of the Grant project has changed that reduces the Grant project's scope from that of the original Grant as approved by the Board).

21. Notices. Any notice, demand, request, consent, approval, or communication that the parties or the Board is required to give to the other in writing shall be either served personally or sent by first class mail, postage prepaid, or by electronic mail addressed as follows:

To Grantor:

Becky Safarik
Assistant City Manager
1000 10th Street
Greeley, CO 80631

Director, Water and Sewer Department
1100 10th Street, Suite 300
Greeley, CO 80631

With a copy to:
City Attorney
1100 10th Street, Suite 401
Greeley, CO 80631

To Town of Windsor:

Director, Department of Parks, Recreation & Culture
301 Walnut Street
Windsor, CO 80550

With copy to:

Office of the Town Attorney
301 Walnut Street
Windsor, CO 80550

To Larimer County:

The Board of County Commissioners
200 West Oak, Second Floor
Fort Collins, CO 80521

With copy to:
Larimer County Department of Natural Resources
1800 West County Road 31
Loveland, CO 80537

To the Board:

Executive Director
State Board of the Great Outdoors Colorado Trust Fund

303 E. 17th Avenue, Ste. 1060
Denver, CO 80203

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

22. Grantor's Title Warranty. Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims whatsoever.

23. Recording. Grantees shall record this instrument in a timely fashion in the official records of Weld County, Colorado, and may re-record it at any time as may be required to preserve Grantees rights in this Easement.

24. General Provisions.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101, *et seq*. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

f. Joint Obligation. The obligations imposed upon the Grantor and the Grantees of this Easement shall be joint and several in the event that more than one entity or individual hold either interest at any given time.

g. Non-Merger. If either of the Grantees wishes to acquire fee title to the Property or any additional interest in the Property (such as a leasehold), the Grantees must first obtain the written approval of the Board. As a condition of such approval, the Board may require that the Grantees first transfer the Easement to another qualified organization consistent with Paragraph 17 above.

h. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

i. Termination of Rights and Obligations. Provided a transfer is permitted by this Easement, a party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

j. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon interpretation.

k. No Third Party Beneficiaries. This Easement is entered into by and between Grantor and the Grantees, and is solely for the benefit for Grantor, the Grantees, and the Board and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities for any third parties beyond Grantor, the Grantees, and the Board.

l. Amendment. If circumstances arise under which an amendment to or modification of this Easement or any of its exhibits would be appropriate, Grantor and the Grantees may jointly amend this Easement as long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) does not affect the perpetual duration of the restrictions contained in this Easement, (c) does not affect the qualifications of this Easement under any applicable laws, (d) complies with Grantees' and the Board's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (3) receives the Board's prior written approval. Any amendment must be in writing, signed by all parties, and recorded in the records of Weld County. In order to preserve the Easement's priority, the Board may require that the Grantor obtain subordination of any liens, mortgages, easements, or other encumbrances. For the purposes of the Board's approval under item (e) above, the term "amendment" means any instrument that purports to alter in any way any provisions of or exhibits to this Easement. Nothing in this paragraph shall be construed as requiring the Grantees or the Board to agree to any particular proposed amendment.

m. Change of Conditions. A change in the potential economic value of any use that is prohibited by or inconsistent with this Easement, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions that makes is impossible for continued use of the Property for conservation purposes and shall not constitute grounds for terminating grounds for terminating the Easement in whole or in part.

n. Termination of the Board. In the event that Article XXVII of the Colorado Constitution, which established the Board, is amended or repealed to terminate the Board or merge the Board into another entity, the rights and obligations of the Board hereunder shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

o. Authority to Execute. Each party represents to the others that such party has full power and authority to execute, deliver, and perform this Easement, that the individual executing this Easement on behalf of said party is fully empowered and authorized to do so, and that this Easement constitutes a valid and legally binding obligation of said party enforceable again party in accordance with its terms.

TO HAVE TO HOLD unto Grantees, Grantees successors, and assigns forever.

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

GRANTOR:

CITY OF GREELEY, COLORADO, a Municipal Corporation

ATTEST:

By:_____
City Clerk

By:_____
Mayor

APPROVED AS TO SUBSTANCE:

By:_____
City Manager

AS TO AVAILABILITY OF FUNDS:

By:_____
Director of Finance

APPROVED AS TO LEGAL FORM:

By:_____
City Attorney

GRANTEES:

TOWN OF WINDSOR, COLORADO, a Municipal Corporation

ATTEST:

By:_____ By:_____
Town Clerk Mayor

APPROVED AS TO LEGAL FORM:

By:_____
Town Attorney

COUNTY OF LARIMER, COLORADO

PARCEL 1:
A PARCEL OF LAND BEING PART OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 33 AND ASSUMING THE EAST LINE OF THE SE1/4 OF SAID SECTION 33 AS BEARING SOUTH 00 DEGREES 06 MINUTES 03 SECONDS WEST, AS DETERMINED BY GPS OBSERVATION, A DISTANCE OF 2691.25 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE SOUTH 00 DEGREES 06 MINUTES 03 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 1285.58 FEET;
THENCE NORTH 65 DEGREES 36 MINUTES 33 SECONDS WEST A DISTANCE OF 198.82 FEET;
THENCE NORTH 83 DEGREES 48 MINUTES 20 SECONDS WEST A DISTANCE OF 63.87 FEET;
THENCE SOUTH 73 DEGREES 18 MINUTES 50 SECONDS WEST A DISTANCE OF 110.57 FEET;
THENCE SOUTH 68 DEGREES 29 MINUTES 41 SECONDS WEST A DISTANCE OF 168.01 FEET;
THENCE SOUTH 84 DEGREES 32 MINUTES 09 SECONDS WEST A DISTANCE OF 48.92 FEET;
THENCE SOUTH 74 DEGREES 31 MINUTES 55 SECONDS WEST A DISTANCE OF 208.77 FEET;
THENCE SOUTH 85 DEGREES 36 MINUTES 23 SECONDS WEST A DISTANCE OF 58.54 FEET TO THE NORTH LINE OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 33; THENCE- SOUTH 89 DEGREES 21 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID SE1/4SE1/4 A DISTANCE OF 125.87 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND AS RECORDED IN BOOK 87 AT PAGE 119 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER (WCCR);
THENCE ALONG THE NORTHWESTERLY AND WESTERLY LINE OF THE AFORESAID PARCEL OF LAND BY THE FOLLOWING 6 COURSES AND DISTANCES:
THENCE SOUTH 46 DEGREES 25 MINUTES 35 SECONDS WEST A DISTANCE OF 85.07 FEET;
THENCE SOUTH 21 DEGREES 24 MINUTES 29 SECONDS WEST A DISTANCE OF 130.91 FEET;
THENCE SOUTH 34 DEGREES 43 MINUTES 52 SECONDS WEST A DISTANCE OF 99.83 FEET;
THENCE SOUTH 50 DEGREES 44 MINUTES 52 SECONDS WEST A DISTANCE OF 28.54 FEET;
THENCE SOUTH 64 DEGREES 12 MINUTES 59 SECONDS WEST A DISTANCE OF 132.69 FEET;
THENCE SOUTH 34 DEGREES 21 MINUTES 14 SECONDS WEST A DISTANCE OF 129.28 FEET TO THE WEST LINE OF SAID SE1/4SE1/4;
THENCE SOUTH 00 DEGREES 06 MINUTES 31 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 31.88 FEET;
THENCE SOUTH 47 DEGREES 02 MINUTES 14 SECONDS WEST A DISTANCE OF 81.43 FEET;
THENCE SOUTH 81 DEGREES 09 MINUTES 48 SECONDS WEST A DISTANCE OF 105.54 FEET;
THENCE NORTH 89 DEGREES 03 MINUTES 07 SECONDS WEST A DISTANCE OF 98.91 FEET;
THENCE SOUTH 82 DEGREES 31 MINUTES 43 SECONDS WEST A DISTANCE OF 81.73 FEET;
THENCE SOUTH 79 DEGREES 50 MINUTES 56 SECONDS WEST A DISTANCE OF 55.39 FEET;
THENCE NORTH 79 DEGREES 26 MINUTES 57 SECONDS WEST A DISTANCE OF 151.29 FEET;
THENCE SOUTH 88 DEGREES 43 MINUTES 45 SECONDS WEST A DISTANCE OF 93.89 FEET;
THENCE NORTH 86 DEGREES 13 MINUTES 45 SECONDS WEST A DISTANCE OF 109.82 FEET;
THENCE NORTH 57 DEGREES 59 MINUTES 06 SECONDS WEST A DISTANCE OF 35.88 FEET;
THENCE NORTH 43 DEGREES 52 MINUTES 48 SECONDS WEST A DISTANCE OF 43.07 FEET;
THENCE NORTH 27 DEGREES 36 MINUTES 46 SECONDS WEST A DISTANCE OF 168.18 FEET;
THENCE NORTH 35 DEGREES 14 MINUTES 45 SECONDS WEST A DISTANCE OF 48.61 FEET;
THENCE NORTH 49 DEGREES 48 MINUTES 52 SECONDS WEST A DISTANCE OF 84.62 FEET;
THENCE NORTH 52 DEGREES 53 MINUTES 31 SECONDS WEST A DISTANCE OF 59.95 FEET;
THENCE NORTH 51 DEGREES 49 MINUTES 36 SECONDS WEST A DISTANCE OF 127.58 FEET;

THENCE NORTH 41 DEGREES 14 MINUTES 47 SECONDS WEST A DISTANCE OF 70.71 FEET;
THENCE NORTH 49 DEGREES 26 MINUTES 50 SECONDS WEST A DISTANCE OF 38.60 FEET;
THENCE NORTH 75 DEGREES 53 MINUTES 29 SECONDS WEST A DISTANCE OF 118.00 FEET TO THE WEST LINE OF SAID SE 1/4;
THENCE NORTH 00 DEGREES 06 MINUTES 59 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 1340.18 FEET TO THE CENTER QUARTER CORNER;
THENCE CONTINUING NORTH 00 DEGREES 06 MINUTES 59 SECONDS EAST ALONG THE WEST OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 33, A
DISTANCE OF 949.70 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND AS RECORDED NOVEMBER 17, 1929 IN BOOK 861 AT PAGE 245 OF
THE RECORDS OF THE WCCR;
THENCE ALONG THE SOUTHERLY LINE OF THE AFORESAID PARCEL OF LAND BY THE FOLLOWING 7 COURSES AND DISTANCES:
THENCE SOUTH 86 DEGREES 22 MINUTES 46 SECONDS EAST, A DISTANCE OF 372.00 FEET;
THENCE SOUTH 62 DEGREES 36 MINUTES 46 SECONDS EAST, A DISTANCE OF 325.00 FEET;
THENCE SOUTH 81 DEGREES 32 MINUTES 46 SECONDS EAST, A DISTANCE OF 160.00 FEET;
THENCE NORTH 68 DEGREES 22 MINUTES 14 SECONDS EAST, A DISTANCE OF 208.00 FEET;
THENCE NORTH 42 DEGREES 07 MINUTES 14 SECONDS EAST, A DISTANCE OF 112.00 FEET;
THENCE NORTH 27 DEGREES 37 MINUTES 14 SECONDS EAST, A DISTANCE OF 280.00 FEET;
THENCE NORTH 51 DEGREES 42 MINUTES 14 SECONDS EAST, A DISTANCE OF 133.63 FEET TO THE EAST LINE OF SAID SW1/4 NE1/4;
THENCE SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST, ALONG SAID EAST LINE A DISTANCE OF 22.15 FEET;
THENCE NORTH 45 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 23.67 FEET;
THENCE NORTH 63 DEGREES 50 MINUTES 04 SECONDS EAST, A DISTANCE OF 160.13 FEET;
THENCE NORTH 89 DEGREES 27 MINUTES 09 SECONDS EAST, A DISTANCE OF 111 .78 FEET;
THENCE SOUTH 69 DEGREES 10 MINUTES 57 SECONDS EAST, A DISTANCE OF 100.49 FEET;
THENCE SOUTH 82 DEGREES 35 MINUTES 30 SECONDS EAST, A DISTANCE OF 137.65 FEET;
THENCE SOUTH 68 DEGREES 11 MINUTES 03 SECONDS EAST, A DISTANCE OF 165.91 FEET;
THENCE SOUTH 28 DEGREES 52 MINUTES 32 SECONDS EAST, A DISTANCE OF 43.94 FEET;
THENCE SOUTH 00 DEGREES 01 MINUTES 09 SECONDS WEST, A DISTANCE OF 64.33 FEET;
THENCE SOUTH 13 DEGREES 38 MINUTES 37 SECONDS WEST, A DISTANCE OF 324.59 FEET;
THENCE SOUTH 19 DEGREES 34 MINUTES 19 SECONDS WEST, A DISTANCE OF 161.03 FEET;
THENCE SOUTH 50 DEGREES 43 MINUTES 54 SECONDS WEST, A DISTANCE OF 131.36 FEET;
THENCE SOUTH 13 DEGREES 02 MINUTES 26 SECONDS WEST, A DISTANCE OF 216.42 FEET;
THENCE SOUTH 03 DEGREES 58 MINUTES 35 SECONDS WEST, A DISTANCE OF 72.67 FEET;
THENCE SOUTH 53 DEGREES 47 MINUTES 20 SECONDS EAST, A DISTANCE OF 186.22 FEET;
THENCE SOUTH 48 DEGREES 59 MINUTES 56 SECONDS EAST, A DISTANCE OF 99.79 FEET;
THENCE SOUTH 70 DEGREES 38 MINUTES 59 SECONDS EAST, A DISTANCE OF 83.64 FEET;
THENCE NORTH 76 DEGREES 48 MINUTES 39 SECONDS EAST, A DISTANCE OF 63.20 FEET;
THENCE NORTH 37 DEGREES 38 MINUTES 04 SECONDS EAST, A DISTANCE OF 75.14 FEET;
THENCE NORTH 43 DEGREES 25 MINUTES 09 SECONDS EAST, A DISTANCE OF 135.70 FEET;
THENCE NORTH 27 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 164.81 FEET;
THENCE NORTH 39 DEGREES 43 MINUTES 50 SECONDS EAST, A DISTANCE OF 35.09 FEET;
THENCE NORTH 43 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 170.63 FEET;
THENCE NORTH 63 DEGREES 44 MINUTES 07 SECONDS EAST, A DISTANCE OF 63.90 FEET;
THENCE SOUTH 54 DEGREES 56 MINUTES 20 SECONDS EAST, A DISTANCE OF 51 .90 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND AS RECORDED OCTOBER 29, 1996 IN BOOK 1574 AS RECEPTION NO. 2517822 OF THE RECORDS OF THE WCCR;
THENCE ALONG THE WESTERLY, SOUTHERLY, AND EASTERLY LINE OF THE AFORESAID

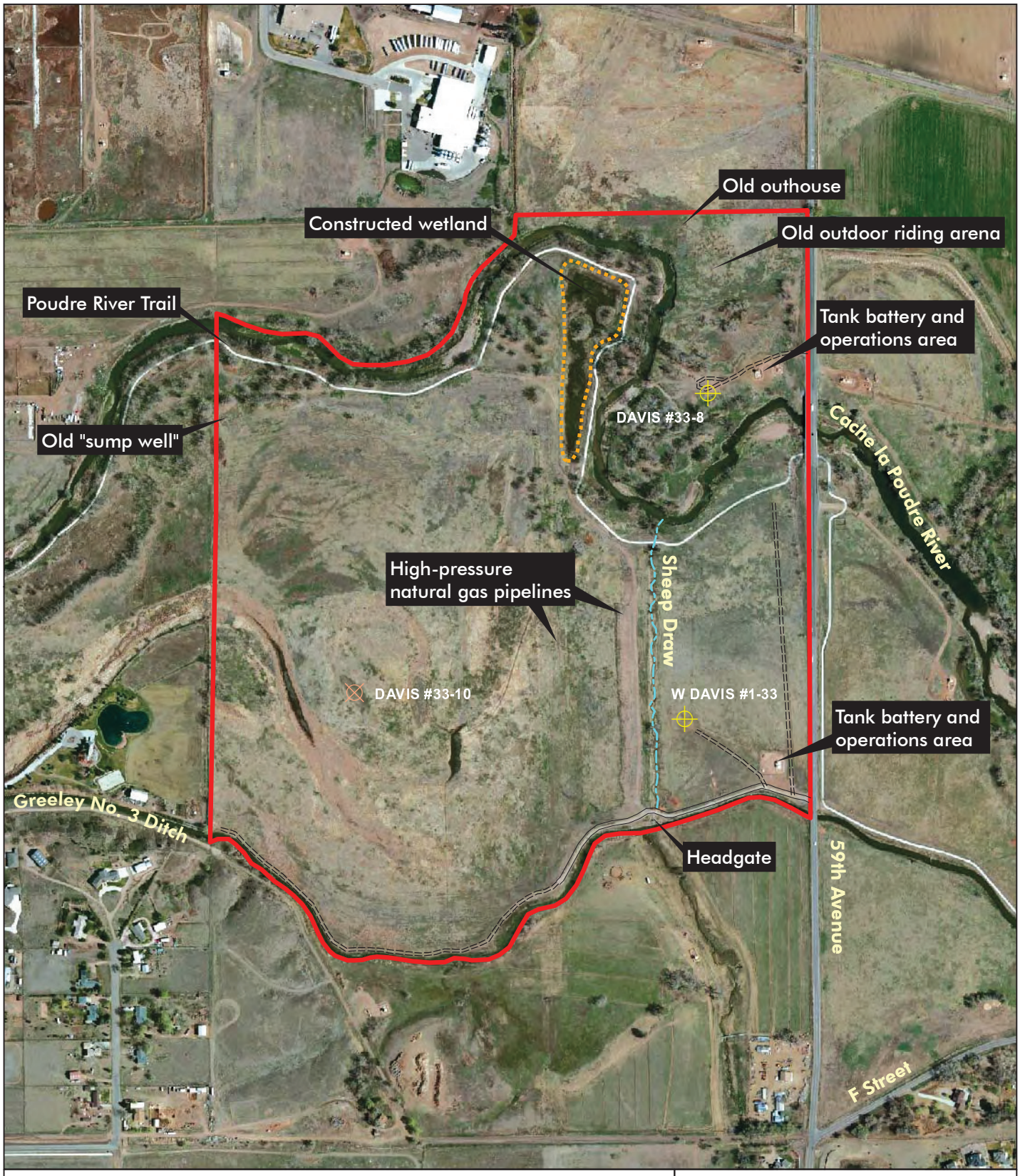
PARCEL OF LAND BY THE FOLLOWING 6 COURSES AND DISTANCE:
THENCE SOUTH 00 DEGREES 05 MINUTES 31 SECONDS WEST, A DISTANCE OF 324.96 FEET;
THENCE SOUTH 07 DEGREES 30 MINUTES 06 SECONDS EAST, A DISTANCE OF 413.30 FEET;
THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 254.59 FEET;
THENCE NORTH 89 DEGREES 37 MINUTES 26 SECONDS EAST, A DISTANCE OF 20.12 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 31, ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF 59TH AVENUE;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINES BY THE FOLLOWING 2 COURSES AND DISTANCE:
THENCE NORTH 00 DEGREES 06 MINUTES 03 SECONDS EAST, A DISTANCE OF 502,42 FEET;
THENCE NORTH 00 DEGREES 07 MINUTES 18 SECONDS EAST, A DISTANCE OF 433.60 FEET;
THENCE SOUTH 63 DEGREES 37 MINUTES 04 SECONDS EAST, A DISTANCE OF 33.45 FEET TO THE EAST LINE OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 33;
THENCE SOUTH 00 DEGREES 07 MINUTES 18 SECONDS WEST, ALONG THE EAST LINE OF SAID SE1/4 NE1/4 A DISTANCE OF 418.79 FEET TO THE POINT OF BEGINNING.
EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED TO UNION COLONY OF COLORADO BY DEED RECORDED IN BOOK 87 AT PAGE 119.
ALSO EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED TO CITY OF GREELEY BY DEED RECORDED OCTOBER 29, 1996 IN BOOK 1574 AS
RECEPTION NO. 2517822.
ALSO EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED BY DEED RECORDED IN BOOK 163 AT PAGE 486.

PARCEL 2:
A PARCEL OF LAND BEING PART OF THE SE1/4 OF THE NE1/4 OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SE1/4 NE1/4 AND ASSUMING THE EAST LINE OF SAID SE1/4 NE1/4 AS BEARING SOUTH 00 DEGREES 07 MINUTES 18 SECONDS WEST, AS DETERMINED BY GPS OBSERVATION, A DISTANCE OF 1363.96 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE SOUTH 88 DEGREES 49 MINUTES 14 SECONDS WEST ALONG THE NORTH LINE OF SAID SE1/4 NE1/4 TO THE NORTHWEST CORNER OF THAT
PARCEL OF LAND AS RECORDED OCTOBER 29, 1998 IN BOOK 1574 AS RECEPTION NO. 2517822 OF THE RECORDS OF THE WELD COUNTY CLERK AND
RECORDER CCR), SAID POINT BEING THE TRUE POINT OF BEGINNING:
THENCE ALONG THE WESTERLY LINE OF THE AFORESAID PARCEL OF LAND BY THE FOLLOWING 4 COURSES AND DISTANCES:
THENCE SOUTH 00 DEGREES 07 MINUTES 06 SECONDS WEST, A DISTANCE OF 199.62 FEET;
THENCE SOUTH 04 DEGREES 39 MINUTES 52 SECONDS WEST, A DISTANCE OF 378.49 FEET;
THENCE NORTH 89 DEGREES 52 MINUTES 54 SECONDS WEST, A DISTANCE OF 25.00 FEET;
THENCE SOUTH 00 DEGREES 05 MINUTES 31 SECONDS WEST, A DISTANCE OF 299.28 FEET;
THENCE NORTH 54 DEGREES 56 MINUTES 20 SECONDS WEST, A DISTANCE OF 51.90 FEET;
THENCE SOUTH 63 DEGREES 44 MINUTES 07 SECONDS WEST, A DISTANCE OF 63.90 FEET;
THENCE SOUTH 43 DEGREES 58 MINUTES 52 SECONDS WEST, A DISTANCE OF 170.63 FEET;
THENCE SOUTH 39 DEGREES 43 MINUTES 50 SECONDS WEST, A DISTANCE OF 35.09 FEET;
THENCE SOUTH 27 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 164.81 FEET;
THENCE SOUTH 43 DEGREES 25 MINUTES 09 SECONDS WEST, A DISTANCE OF 135.70 FEET;
THENCE SOUTH 37 DEGREES 38 MINUTES 04 SECONDS WEST, A DISTANCE OF 75.14 FEET;
THENCE SOUTH 76 DEGREES 48 MINUTES 39 SECONDS WEST, A DISTANCE OF 63.20 FEET;

THENCE NORTH 70 DEGREES 38 MINUTES 59 SECONDS WEST, A DISTANCE OF 83.64 FEET;
THENCE NORTH 48 DEGREES 59 MINUTES 56 SECONDS WEST, A DISTANCE OF 99.79 FEET;
THENCE NORTH 53 DEGREES 47 MINUTES 20 SECONDS WEST, A DISTANCE OF 186.22 FEET;
THENCE NORTH 03 DEGREES 58 MINUTES 35 SECONDS EAST, A DISTANCE OF 72.67 FEET;
THENCE NORTH 13 DEGREES 02 MINUTES 26 SECONDS EAST, A DISTANCE OF 216.42 FEET;
THENCE NORTH 50 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 131.36 FEET;
THENCE NORTH 19 DEGREES 34 MINUTES 19 SECONDS EAST, A DISTANCE OF 161.03 FEET;
THENCE NORTH 13 DEGREES 38 MINUTES 37 SECONDS EAST, A DISTANCE OF 324.59 FEET;
THENCE NORTH 00 DEGREES 01 MINUTES 09 SECONDS EAST, A DISTANCE OF 64.33 FEET;
THENCE NORTH 28 DEGREES 52 MINUTES 32 SECONDS WEST, A DISTANCE OF 43.94 FEET;
THENCE NORTH 68 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 165.91 FEET;
THENCE NORTH 82 DEGREES 35 MINUTES 30 SECONDS WEST, A DISTANCE OF 137.65 FEET;
THENCE NORTH 69 DEGREES 10 MINUTES 57 SECONDS WEST, A DISTANCE E OF 100.49 FEET;
THENCE SOUTH 89 DEGREES 27 MINUTES 09 SECONDS WEST, A DISTANCE OF 111.78 FEET;
THENCE SOUTH 63 DEGREES 50 MINUTES 04 SECONDS WEST, A DISTANCE OF 160.13 FEET;
THENCE SOUTH 45 DEGREES 41 MINUTES 18 SECONDS WEST, A DISTANCE OF 23.67 FEET TO THE WEST LINE OF SAID SE1/4 NE1/4;
THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 150.20 FEET TO THE NORTHWEST CORNER OF SAID SE1/4 NE1/4;
THENCE NORTH 88 DEGREES 49 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF SAID SE1/4 NE1/4, A DISTANCE OF 1270.75 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND BEING PART OF THE SE1/4 OF THE NE1/4 OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN. COUNTY OF WELD. STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SE1/4NE 1/4 AND ASSUMING THE EAST LINE OF SAID SE1/4 NE1/4 AS BEARING SOUTH 00 DEGREES 07 MINUTES 18 SECONDS WEST, AS DETERMINED BY GPS OBSERVATION, A DISTANCE OF 1363.96 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:
THENCE SOUTH 00 DEGREES 07 MINUTES 18 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 945.17 FEET;
THENCE NORTH 63 DEGREES 37 MINUTES 04 SECONDS WEST A DISTANCE OF 33.45 FEET TO THE WESTERLY RIGHT OF WAY LINE OF WELD COUNTY ROAD NO 31, ALSO BEING 59TH AVENUE, AND BEING ON THE EASTERLY LINE OF THE PARCEL OF LAND AS RECORDED OCTOBER 29, 1996 IN BOOK 1574 AS RECEPTION NO. 2517822 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER (WCCR),
THENCE NORTH 00 DEGREES 07 MINUTES 18 SECONDS EAST ALONG THE WESTERLY LINE OF THE AFORESAID RIGHT OF WAY LINES AND ALSO BEING THE EASTERLY LINE OF THE AFORESAID PARCEL OF LAND A DISTANCE OF 929.69 FEET TO THE NORTHEAST CORNER OF THE AFORESAID PARCEL OF LAND AND BEING THE NORTH LINE OF SAID SE1/4 NE1/4;
THENCE NORTH 88 DEGREES 49 MINUTES 14 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING.
EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED TO UNION COLONY OF COLORADO BY DEED IN BOOK 87 AT PAGE 119.
ALSO EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED TO CITY OF GREELEY BY DEED RECORDED OCTOBER 29, 1996 IN BOOK 1574 AS RECEPTION NO. 2517822.



Sheep Draw Property Baseline Inventory

Information on this map is provided for purposes of discussion and visualization only.

- Property boundary
- Constructed wetland
- Gravel road
- Two-track road
- Abandoned well location
- Producing oil and gas well

0 300 600 feet

N

Figure 3
Property Features

Prepared for: City of Greeley
File: 5447 figure 3 Baseline.mxd [dlH]
June 2013

ERO Resources Corp.

Aerial Image: © Copyright 2011 Microsoft

OWNER ACKNOWLEDGEMENT STATEMENT

Grantor	Grantees	
City of Greeley Culture, Parks, and Recreation 651 10th Avenue Greeley, Colorado 80631 Telephone: (970) 350-9406	Larimer County Natural Resources Department 1800 South County Road 31 Loveland, Colorado 80537 Telephone: (970) 679-4570	Town of Windsor Parks and Open Space Division 301 Walnut Street Windsor, Colorado 80550 Telephone: (970) 674-2422

LAND TYPE

The property consists of 158 +/- acres located in western Weld County that has historically been used for agriculture. Vegetation communities on the property include approximately: 110 acres of saltgrass meadow; 15 acres of riparian community; 6 acres of wetlands; 3 acres constructed wetlands; 4 acres of cottonwood stands outside the riparian community; 5 acres of open water; and 15 acres of disturbed grasslands.

CONDITION OF LAND

The property is in the West ½ of Section 33, Township 6 North, Range 66 West of the 6th Principal Meridian in Weld County, Colorado (Figure 1). Topography on the property is generally flat with an elevation of about 4,700 feet. Historically, the property and surrounding area have been agricultural, undeveloped, rural residential, commercial, or used for oil and gas production.

In compliance with Title 26 of the Internal Revenue Code [§1.170A-14(g)(5)], and to the best of my knowledge, this Baseline Inventory Report, including text, maps, and photographs, is an accurate representation of the Sheep Draw Property conservation easement property on _____, the time of the conveyance of the conservation easement. [month/day/year]

_____

Grantor Signature *Date*

_____

Grantee Signature *Date*

_____

Grantee Signature *Date*

TOWN OF WINDSOR
COLORADO

M E M O R A N D U M

Date: February 10, 2014
To: Town Board Members
From: Dean Moyer, Director of Finance & IT
Re: Refund from Weld County

Attached you will find two letters concerning a refund we received from Weld County. One is from the County explaining the refund and one is from us saying thank you. The original project took place in 2012 and produced a great deal of information we incorporated into our GIS function. As you can see by the letter, Weld County later decided to refund our original investment in the project.

OFFICE OF BOARD OF COMMISSIONERS
PHONE: 970-336-7204
FAX: 970-352-0242
1150 O STREET
P.O. BOX 758
GREELEY, COLORADO 80632

January 20, 2014

The Honorable John Vazquez
Mayor, Town of Windsor
301 Walnut Street
Windsor, Colorado 80550

Dear Mayor Vazquez:

During the regional flooding event of 2013, it was recognized that digital imagery datasets were a critical component of our collective emergency response and recovery efforts. To that end, Weld County disseminated imagery data to our regional partners at no cost.

Prior to the flood event of 2013, it was Weld County's policy to capture costs associated with Imagery and data share activities. On February 4, 2013, the Town of Windsor purchased 2012 Imagery collected by the Denver Regional Council of Governments, which was distributed by Weld County.

As a gesture of support to your municipal flood response and recovery efforts, Weld County would like to offer a full refund of the $7,200 purchase price that the Town of Windsor paid for this imagery in 2012.

We value our partnership with our communities and our ability to work together. The flood response further highlights the success we have in Weld County. Should you have any questions, please feel free to contact our office.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

Douglas Rademacher, Chair

Barbara Kirkmeyer, Pro Tem

Sean P. Conway

Mike Freeman

William F. Garcia

cc: Don Warden
Kelly Arnold
Trevor Jiricek
Ryan Rose

TOWN OF WINDSOR
COLORADO

January 28, 2014

Weld County Board of Commissioners
1150 O Street
P.O. Box 758
Greeley, CO 80632

Dear Commissioners:

As per your letter dated January 20, 2014, we have received your check of $7,200. This represents a full refund of the price that the Town of Windsor paid for our portion of the 2012 imagery collected by the Denver Regional Council of Governments.

Employees and residents benefit from having the aerial photography available in multiple interactive web maps. Uses include community development projects, oil and gas information, flood plain verification and storm drainage projects. The idea of now having our initial investment returned is an unexpected bonus. The spirit of cooperation between jurisdictions can only enhance the quality of local government.

Thank you for the generosity. We look forward to many years of intergovernmental cooperation.

Sincerely,

John Vazquez, Mayor

Kelly Arnold, Town Manager

301 Walnut Street · Windsor, Colorado · 80550 · phone 970-674-2400 · fax 970-674-2456
www.windsorgov.com