



**TOWN BOARD REGULAR MEETING**  
February 23, 2015 - 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
  - Mayor Pro Tem Baker – Water & Sewer Board; North Front Range/MPO alternate
  - Town Board Member Morgan – Parks, Recreation & Culture; Great Western Trail Authority
  - Town Board Member Melendez – Downtown Development Authority; Chamber of Commerce
  - Town Board Member Rose – Clearview Library Board
  - Town Board Member Bishop-Cotner – Historic Preservation Commission; Planning Commission
  - Town Board Member Adams – Tree Board; Poudre River Trail Corridor Board
  - Mayor Vazquez – Windsor Housing Authority; North Front Range/MPO
5. Invited to be Heard

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

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

B. CONSENT CALENDAR

1. Minutes of the February 9, 2015 Regular Town Board Meeting – P. Garcia
2. Resolution No. 2015-13 - A Resolution Approving The First Amendment To Agreement For Extraterritorial Municipal Utility Services Between The Town Of Windsor And Windsor Renewal 1, LLC, And Authorizing The Mayor To Execute Same – I. McCargar
3. Resolution No. 2015-14 - A Resolution Approving The Fifth Amendment To An Intergovernmental Agreement Between The Town Of Windsor And The Poudre Tech Metropolitan District, And Authorizing The Mayor To Execute Same – I. McCargar

4. Resolution No. 2015-15 - A Resolution Appointing Kimberly A. Emil As Windsor Town Prosecutor, and Further Appointing Ms. Emil Assistant Town Attorney For The Town Of Windsor, Colorado – I. McCargar

C. BOARD ACTION

1. Site Plan Presentation – South Gate Business Park Subdivision Fifth Filing, Lot 1 – Aims Community College - Public Safety Institute – Michael Millsapps of Aims Community College, applicant
  - Staff presentation: Josh Olhava, Associate Planner
2. Site Plan Presentation – Windsor Commons Subdivision Third Filing, Lot 2, Block 2 – Tru-Balance / Design Logic – James H. Andersen, applicant / Richard Hazel, applicant’s representative
  - Staff presentation: Paul Hornbeck, Associate Planner
3. Resolution No. 2015-16 – A Resolution Approving and Authorizing the Town Manager to Waive Certain Development Fees Associated With the Construction of the Windsor Charter Academy, and Directing that such Fees be Accounted for as Provided by Law
  - Legislative action
  - Staff presentation: Joe Plummer, Director of Planning

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

February 9, 2015 - 7:00 P.M.

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

MINUTES

A. CALL TO ORDER

Mayor Vazquez called the meeting to order at 7:07 p.m.

- 1. Roll Call

	Mayor	John Vazquez
	Mayor Pro Tem	Myles Baker
		Christian Morgan
		Jeremy Rose
		Kristie Melendez
		Robert Bishop-Cotner
		Ivan Adams
	Absent	Christian Morgan

Also present:

Town Manager	Kelly Arnold
Town Attorney	Ian McCargar
Town Clerk/Assistant to the Town Manager	Patti Garcia
Communications/Assistant to the Town Manager	Kelly Unger
Chief of Police	John Michaels
Director of Planning	Joe Plummer
Director of Economic Development	Stacy Johnson
Associate Planner	Josh Olhava

- 2. Pledge of Allegiance  
**Town Board Member Robert Bishop-Cotner led the Pledge of Allegiance.**
- 3. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board  
**Mayor Pro Tem Baker motioned to approve the agenda as presented; Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Morgan, Melendez, Bishop-Cotner, Adams, Vazquez; Nays – None; Motion passed.**
- 4. Board Liaison Reports
  - Mayor Pro Tem Baker – Water & Sewer Board; North Front Range/MPO alternate  
Mayor Pro Tem Baker reported that the Water & Sewer Board would be meeting on Wednesday at 6:30 am at Town Hall.
  - Town Board Member Morgan – Parks, Recreation & Culture; Great Western Trail Authority  
No Report - Absent
  - Town Board Member Melendez – Downtown Development Authority; Chamber of Commerce  
Town Board Member Melendez reported that the Chamber of Commerce would be meeting this Wednesday and will report on conference in California.  
Downtown Development Authority – The DDA held first Board of Directors retreat on February 4, 2015; they looked at what they have accomplished. The time allotted for the

retreat was not enough time to cover all discussions. There will be follow up meetings scheduled to discuss the past, present and future accomplishments. They hope to wrap up their focus on the remaining year and half and plan to follow a solid strategy and game plan for the DDA and the future. Each DDA board member thought about their current direction and will re-assess the direction and ideas regarding DDA owned lots. The retreat ended on positive note and they look forward to going to the Town Board and DDA businesses with a report on where they are headed in the future.

- Town Board Member Rose – Clearview Library Board  
No report.
- Town Board Member Bishop-Cotner – Historic Preservation Commission; Planning Commission  
Town Board Member Bishop-Cotner reported that the Planning Commission met last Wednesday and they discussed the Charter School that was on the agenda which resulted in a 6-1 vote for the third option.  
The Historic Preservation Commission will meet Wednesday and planned discussions are set for the Saving Places Conference, work plan for 2015 and the Eaton House.
- Town Board Member Adams – Tree Board; Poudre River Trail Corridor Board  
Town Board Member Adams reported on the Poudre River Trail Corridor and stated that Becky Safarick reported on the status of the corridor master plan which is moving along well. The property appraisals are going well also and they have been able to find the property they want and need.

Dates have been set for bike rides:

- Poudre Trail-Athon- Saturday May 9<sup>th</sup>
- Blue Moon Bike Ride- Friday July 31<sup>st</sup>
- Poudre Challenge- Saturday September 19<sup>th</sup>
- Full Moon ride- Monday September 28<sup>th</sup>

Mr. Adams also reported on the Tree Board and stated that there is a tree meeting in Greeley February 20<sup>th</sup> from 8:30 -3:30. Arbor Day is scheduled for April 17<sup>th</sup> and the Tree Board has selected a theme, "Color Our World"; the Arbor Day 5k will take place on April 18, 2015. Programs will be at Windsor Charter Academy and Grandview Elementary. They are ordering tree seedlings for students at these two schools for them to take home, additionally they are planning the poster and poetry contest for students and t-shirts for participants. On Monday April 13<sup>th</sup>, there will be an Arbor Day Proclamation as part of the Town Board agenda and on April 27<sup>th</sup> the Town Board will present awards to the student winners of the contests. Sick tree day is scheduled for June 23<sup>rd</sup>

- Mayor Vazquez – Windsor Housing Authority; North Front Range/MPO  
Windsor Housing Authority –No report.  
Mayor Vazquez reported on the MPO and stated they met last Thursday and went over the director's review, talked about the next year moving forward with the MPO and direction for staff. A meet and greet is scheduled for Thursday, February 12, 2015 to meet the new CDOT director at the Weld County offices.

5. Invited to be Heard

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

B. CONSENT CALENDAR

1. Minutes of the January 26, 2015 Regular Town Board Meeting – P. Garcia
2. Resolution No. 2015-08 - A Resolution De-Accessioning Items from the Town of Windsor Museum Collections as Recommended by the Parks, Recreation & Culture Advisory Board – M. Chew
3. Resolution No. 2015-09 - A Resolution Accessioning Items from the Town of Windsor Museum Collections as Recommended by the Parks, Recreation & Culture Advisory Board – M. Chew
4. Resolution No. 2015-10 - A Resolution Adopting the Town of Windsor Trail Master Plan as Recommended by the Parks, Recreation & Culture Advisory Board – M. Chew
5. Resolution No. 2015-11A - A Resolution Approving and Encouraging the Town's Involvement in the "Poudre Runs Through It Study/Action Work Group", and Authorizing Continued Efforts to Explore Funding Options for Worthy Projects – M. Chew
6. Report of Bills – K. Arnold

**Town Board Member Adams motioned to approve the Consent Calendar as presented; Town Board Member Melendez seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays – None; Motion passed.**

#### C. BOARD ACTION

1. Ordinance No. 2015-1493 – An Ordinance Designating the Eaton House building, 130 N. 5<sup>th</sup> 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
- Legislative action
- Staff presentation: Josh Olhava, Associate Planner

**Town Board Member Melendez motioned to approve Ordinance No. 2015-1493, An Ordinance Designating the Eaton House building, 130 N. 5<sup>th</sup> Street, as a Local Historic Landmark on second reading; Town Board Member Bishop-Cotner seconded the motion.**

Associate Planner Olhava addressed the Town Board noting the Windsor Historic Preservation Commission has submitted the enclosed application to designate the Eaton House as a local historic landmark. The Eaton House is located at 130 N. 5th Street and was originally built in 1902 by Mr. Benjamin H. Eaton.

The Historic Preservation Commission held a public hearing on January 14, 2015. There were no concerns raised during the meeting. On January 26, 2015, the Town Board held a public hearing. The board asked for clarification on this being a local designation with the Town and what would be the next steps. Mr. Olhava advised that in the next couple of months, staff would be working on a grant application for funds to analyze the Eaton House with a historical structure assessment. A locally designated structure can be more competitive within the State's grant application process. The Parks Department does have funds allocated to this process, as well as a Master Planning process to take place following the historical structure assessment.

There are no changes since first reading.

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

**Roll call on the vote resulted as follows: Yeas – Baker, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays – None; Motion passed.**

2. Site Plan Presentation – Windsor Commons Subdivision Third Filing, Lot 1, Block 1 – Windsor Charter Academy – Kirk Wiebusch, Centennial Lending LLC., applicant/ Greg Lockwood, applicant’s representative

- Staff presentation: Josh Olhava, Associate Planner

Associate Planner Olhava provided the site plan presentation for Windsor Charter Academy, stating it was being reviewed in accordance with Article IX of Chapter 17 of the Municipal Code.

The site is zoned as Limited Industrial in the Windsor Commons Subdivision, located at 810 Automation Drive with the new building being built to serve as a Middle and High School for the Windsor Charter Academy.

Site characteristics include:

- an approximately 32,000 square foot building;
- 2 stories;
- an outdoor recreation field;
- a future expansion area for a building and parking; and
- 116 off street parking spaces, including accessible parking space(s).

Mr. Olhava provided a visual of the site plan noting the parking lot, recreation field, landscape plan. The current presentation of the site plan is intended for the Town Board’s information. Mr. Olhava stated that any comments pertaining to the site plan should be brought forward during the presentation so that they may be addressed as the site plan will be reviewed and approved administratively by staff

Town Manager Arnold - What is the proposed barrier line? It is adjacent to the rail road line?

Mr. Olhava – This is adjacent to the railroad line and will have a barrier of native grasses and the recreation field will have a chain link fence. This area is not intended to be a play field.

Town Board Member Rose – Since being close to the current charter, is there a proposed path between the two?

Mr. Olhava – There are sidewalks between the two.

Town Board Member Melendez – Will there be additional parking should the parking lot be full? Are there other options?

Mr. Olhava – This site plan meets the code as far as parking requirements for a school facility. There are 116 off street parking spaces planned. There are options to expand parking in the future if needed as well as off street parking.

Town Board Member Adams - Asked for clarification that the parking is designed for a school through 12<sup>th</sup> grade and at this point the school will only house 8<sup>th</sup>-10<sup>th</sup> grades but will expand to 12<sup>th</sup> in the future.

Mr. Olhava – The parking was based on the narrative they provided based on the number of students, teachers, etc.

Mayor Pro Tem Baker - Will the walkway between the building and the playfield be fenced on the west side?

Mr. Olhava - It is not, but staff has asked for an additional landscape screen so that could serve as a natural fencing.

Applicant Trisha Kroetch from North Start Design – Ms. Kroetch reported the fence will be up tomorrow and they will start moving dirt this week. They intend to be open in fall of 2015.

3. Consideration of Architectural Materials – Windsor Commons Subdivision Third Filing, Lot 1, Block 1 – Windsor Charter Academy – Kirk Wiebusch, Centennial Lending LLC., applicant/ Greg Lockwood, applicant’s representative

- Staff presentation: Joe Plummer, Director of Planning

**Town Board Member Melendez motioned to approve Consideration of Alternative Architectural Materials in Plan 3; Mayor Pro-Tem Baker seconded the motion.**

Director of Planning Plummer stated he had met with applicant in September regarding the architectural renderings relative to the previous agenda item. The Windsor Charter Academy wishes to construct a 49,400 square-foot school building for grades six through ten, with additional space for grades eleven and twelve being added as the need arises.

As part of their development plan, the Windsor Charter Academy is requesting a waiver from the requirement to construct a masonry wainscot around the portions of the building that will be seen from adjoining streets. As part of this waiver request, on January 21, 2015 the Planning Commission reviewed preliminary drawings of the proposed building elevations.

Following the Planning Commission’s review of the proposed building elevations and determining that those drawings had not shown sufficient details on the characteristics of the elevations, the Planning Commission requested that additional renderings of the elevations be submitted for review in order to show how, in the absence of a wainscot treatment, the appearance of the metal panels could be mitigated.

Following the Planning Commission’s request, the representative for the Windsor Charter Academy, Mr. Greg Lockwood of Roche Constructors, submitted the three enclosed elevation drawings for the Planning Commission’s consideration. The Planning Commission reviewed the elevation drawings at the February 4, 2015 Planning Commission meeting and has recommended that, in the absence of the wainscot element being applied to the building elevations, that the Town Board approve the architectural elements shown on Plan 3.

Mr. Plummer reviewed all three Plans noting the variations. Town Board Member Bishop-Cotner stated that the Planning Commission recommended Plan 3 and Greg Lockwood, applicant’s representative reported Plan 3 is the school board’s choice as well.

Town Board Member Adams - Asked Mr. Lockwood if he approved of Plan 3 as well.

Mr. Lockwood stated he did.

Mr. Adams - Is it a normal procedure to put 10 classrooms on the second floor.

Mr. Lockwood- Without looking at the plans he cannot give an answer.

The Planning Commission and the Charter School Board both recommended approval of the use of the architectural elements shown on Plan 3 for all respective building elevations.

**Roll call on the vote resulted as follows: Yeas – Baker, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays – None; Motion passed.**

4. Resolution No. 2015-11 - A Resolution Authorizing the Submission of an Application to the Colorado Office of Economic Development for the Approval of a Regional Tourism Project within the Town of Windsor and the Surrounding Vicinity

- Legislative action
- Staff presentation: Stacy Johnson, Director of Economic Development

**Town Board Member Melendez motioned to approve Resolution No. 2015-11, A Resolution Authorizing the Submission of an Application to the Colorado Office of Economic Development for the Approval of a Regional Tourism Project within the Town of Windsor and the Surrounding Vicinity; Town Board Member Bishop-Cotner seconded the motion.**

Ms. Johnson provided a timeline of steps which has brought the project to this point noting the final application is due February 17, 2015. March 11<sup>th</sup> will be the last day to physically expand any Regional Tourism Zones and August 28<sup>th</sup> will be the last day to subtract any areas or to add or expand any projects. Moving forward with the five projects identified in previous sessions are three projects in Loveland, one in Larimer County and one in Windsor. There is work on additional projects and the Regional Tourism Zone (RTZ) maps were included in the packets. Town of Windsor staff recommends approval of the Resolution No. 2015-11.

Mayor Pro Tem Baker - Does the state sales tax from the existing projects in the RTZ's need to say within the zones or is that only for new projects?

Ms. Johnson - All are located within the zone currently but legally they do not need to be located within the zone.

Mayor John Vazquez - Commended Ms. Johnson on her efforts with this project and working along with Larimer County and Loveland.

**Roll call on the vote resulted as follows: Yeas – Baker, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays – None; Motion passed.**

5. Resolution No. 2015-12 - A Resolution Authorizing Conditional Letter of Commitment for Future Certain Economic Inducements between the Town of Windsor and One Regional Tourism Project Known as the Resort Hotel & Conference Center within the Town of Windsor

- Legislative action
- Staff presentation: Stacy Johnson, Director of Economic Development

**Town Board Member Adams motioned to approve Resolution No. 2015-12, A Resolution Authorizing Conditional Letter of Commitment for Future Certain Economic Inducements between the Town of Windsor and One Regional Tourism Project Known as the Resort Hotel & Conference Center within the Town of Windsor; Town Board Member Melendez seconded the motion.**

Director of Economic Development Johnson presented of a letter of request from Senate Hospitality to Go NoCo, letter from Go NoCo Chairman Rick Raesz and a letter of commitment signed by Town Manager Kelly Arnold.

Ms. Johnson provided an overview of PeliGrande Resort & Conference Center for Town Of Windsor. Ms. Johnson advised that if any changes occurred on the project that the commitment letter could change as well. The project will be located within the Town of Windsor limits and the Town will offer expedited review for the project and the Town may enter into agreements with the yet to be established Regional Tourism Authority for the benefit to rebate town sales and property tax.

A successful award from the Regional Tourism Authority needs to occur no later than December 31, 2015. Ms. Johnson stated that staff recommended approval of Resolution No. 2015-12.

Mayor Pro-Tem Baker - Is the letter and terms were truly conditional?

Town Attorney McCargar - This is an agreement to negotiate. The commitment being made is that we will continue talking.

Mr. Baker - If the project is approved in October, how soon do we act?

Ms. Johnson – Financing and funding will need to be established and then the Town would move forward as soon as possible. Ms. Johnson provided an estimate of May 2018 but also noted that all variables would be taken into consideration at the time; there are no limitations on timeframe.

Town Board Member Adams – When would discussion with the public take place?

Ms. Johnson - The official application will be made public on February 17<sup>th</sup>. It is already public in packet.

Town Board Member Melendez stated she plans to support the resolution as this is a once in a lifetime opportunity for our community and it will make a positive economic development impact. Ms. Melendez thanked Ms. Johnson and GoNoCo board for their time and due diligence as did Mr. Adams and Mayor Vazquez.

**Roll call on the vote resulted as follows: Yeas – Baker, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays – None; Motion passed.**

6. Financial Report

- Staff presentation: Kelly Arnold, Town Manager

Mr. Arnold presented the Town of Windsor financial report:

- Report completed by finance department and included end of year information
- Highlights are included within the report
- December 2015 reported highest sales tax collection on record
- Mr. Arnold noted the new retail in the region has not made an impact
- 2015 capital projects are listed
- Reviewed expense chart and will hope to have a supplemental budget ordinance in March for those areas that we are over budget
- Included was a wrap-up of 2014 capital
- 2015 reports will need to differentiate the 3.2% and .75 separately
- The 2015 capital report will be started soon

Mayor Vazquez- When do the bids for projects come in?

Mr. Arnold - It depends on the project.

Mr. Arnold mentioned the bills report is still being refined. He has raised some questions on the report as the system is lumping items together from the same vendor.

#### D. COMMUNICATIONS

1. Communications from the Town Attorney

None.

2. Communications from Town Staff

Director of Planning Plummer asked if there were any questions regarding the newsletter that was included in Town Board packet. Town Manager Arnold recommended including an inception date of review to track how long projects are in the queue and asked if the review of progress had a due date for tracking. Town Board Member Melendez thanked Mr. Plummer for the work put into the newsletter. Mr. Arnold mentioned the residential review process versus the preferential treatment of commercial industrial that will be discussed at a future work session.

3. Communications from the Town Manager

Town Manager Arnold reminded the Town Board that next Monday is President's Day and that Town Hall will be closed.

4. Communications from Town Board Members

Mayor Vasquez wanted to wish good luck to all the athletes headed to regional and state for competitions.

#### E. ADJOURN

**Mayor Pro-Tem Baker motioned to adjourn the meeting; Town Board Member Bishop-Cotner seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays – None; Motion passed.**

The meeting was adjourned at 8:13 p.m.



---

## MEMORANDUM

**Date:** February 23, 2015  
**To:** Mayor and Town Board  
**Via:** Regular Meeting materials, February 23, 2015  
**From:** Ian D. McCargar, Town Attorney  
**Re:** First Amendment to Agreement for Extraterritorial Utility Services (Musket Site)  
**Item #:** B.2.

**Background / Discussion:**

In June of 2012, we negotiated an agreement with the landowner upon whose property the Musket Corporation proposed to operate its transload facility. With the expansion of Musket's operations the agreement now requires amendment.

The 2012 agreement provided for Town sanitary sewer service to the Musket Site as then-proposed, but specifically required amendment if Musket expanded its operations. In 2014, the County received an application for permission to expand Musket operations, including the construction of a permanent building and addition of more personnel. In keeping with the terms of the original agreement, the County required that the landowner enter into an amendment of the 2012 agreement as a condition for approval of expanded Musket operations.

We have negotiated the attached First Amendment to Extraterritorial Municipal Utility Services. These terms essentially acknowledge that the Town will continue serving expanded operations on the Musket Site, and preserves all former understandings with respect to sanitary sewer service. Extraterritorial sewer service is not something we are by law required to provide, so that is why these terms are captured in written agreements.

**Financial Impact:** None.

**Relationship to Strategic Plan:** Diversify, grow and strengthen local economy.

**Recommendation:** Approve as a Consent Calendar item the attached First Amendment; simple majority required.

**Attachments:**

- June 25, 2012 Agreement for Extraterritorial Municipal Utility Service;
- First Amendment to Agreement for Extraterritorial Municipal Utility Services;
- Resolution Approving The First Amendment To Agreement For Extraterritorial Municipal Utility Services Between The Town Of Windsor And Windsor Renewal 1, LLC, and Authorizing The Mayor To Execute Same

TOWN OF WINDSOR

RESOLUTION NO. 2015-13

A RESOLUTION APPROVING THE FIRST AMENDMENT TO AGREEMENT FOR EXTRATERRITORIAL MUNICIPAL UTILITY SERVICES BETWEEN THE TOWN OF WINDSOR AND WINDSOR RENEWAL 1, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

WHEREAS, on June 25, 2012, the Town and Windsor Renewal 1, LLC (“Landowner”) entered into an Agreement for Extraterritorial Municipal Utility Service (“Agreement”), under which the Town agreed to provide sanitary sewer service to what is known as the Musket Site; and

WHEREAS, the Musket Site is located outside of the Town’s municipal boundaries, and is subject to development approvals issued by the County of Weld; and

WHEREAS, the Agreement specifically required that Town sanitary sewer service to any expansion of operations within the Musket Site would require an amendment to the Agreement upon terms set forth in the Agreement; and

WHEREAS, in 2014, Musket requested approvals from Weld County for an expansion of its operations within the Musket Site; and

WHEREAS, as a condition of approval for expanded operations within the Musket Site, Weld County required that the Landowner enter into an amendment to the Agreement consistent with the conditions set forth in the Agreement; and

WHEREAS, the Town and the Landowner have negotiated the terms of an amendment to the Agreement, set forth in the attached First Amendment to Agreement for Extraterritorial Municipal Utility Services (“First Amendment”), the terms of which are incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town Board has reviewed the attached First Amendment, and finds that its terms are reasonable and proper in all respects; and

WHEREAS, the Town Board wishes to approve the said First Amendment, and authorize the Mayor to execute it on the Town’s behalf.

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

1. The attached First Amendment to Agreement for Extraterritorial Municipal Utility Services is hereby approved by the Town Board.
2. The Mayor is hereby authorized to execute the said First Amendment on the Town's behalf.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 23<sup>rd</sup> day of February, 2015.

TOWN OF WINDSOR, COLORADO

By: \_\_\_\_\_  
John S. Vazquez, Mayor

ATTEST:

\_\_\_\_\_  
Patti Garcia, Town Clerk

**FIRST AMENDMENT  
TO  
AGREEMENT FOR EXTRATERRITORIAL MUNICIPAL UTILITY SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR EXTRATERRITORIAL MUNICIPAL UTILITY SERVICES (this “**Amendment**”) is made and entered into as of the \_\_\_ day of February, 2015 (the “**Effective Date**”), by and between the TOWN OF WINDSOR, COLORADO, a Colorado home rule municipality (“**Town**”), and WINDSOR RENEWAL 1, LLC, a Colorado limited liability company (“**Owner**”).

**Recitals**

This Amendment is made with respect to the following facts:

A. Owner and the Town previously entered into that certain Agreement for Extraterritorial Municipal Utility Service on June 25, 2012 (the “**Service Agreement**”).

B. Initially capitalized terms used but not defined herein have the meanings given them in the Service Agreement.

C. The Service Agreement provides that the Town will provide extraterritorial sanitary sewer services to the Musket Site on the terms and conditions set forth in the Service Agreement.

D. Subsequent to the making of the Service Agreement, Musket made application to Weld County, Colorado (the “**County**”), for a recorded exemption (RECX14-0073) and a site plan review (SPR14-0017) for an expansion of the Musket Site to include, among others, additional land area, installation of portable office space with a restroom facility, construction of a 2,000 square foot maintenance shop and construction of a new parking lot for staging of 45 oil transport trucks which will require restroom facilities (collectively, the “**Expanded Use**”).

E. The County has approved the Expanded Use on the conditions that Musket (1) submit this Amendment executed with the Town; and (2) submit evidence that Kodak, which owns the sanitary sewer infrastructure, has agreed to receive domestic sewer discharges into their portion of the collection system for the Expanded Use.

F. The Town has received from the successor to Kodak, Kodak Alaris, adequate written assurance consenting to receipt of sanitary sewer discharges from the Expanded Use, thus satisfying the County’s condition noted in Recital E(2) above.

G. Under the Service Agreement, the Town’s provision of extraterritorial sanitary sewer services to the Musket Site does not include the Expanded Use and pursuant to Section 5 of the Service Agreement, any commitment of the Town to provide extraterritorial sanitary sewer services for the Expanded Use will require a modification of the terms and conditions of the Service Agreement.

H. Owner and the Town now desire to amend the Service Agreement to modify the terms and conditions relating to the contemplated expansion of use and land area of the Musket

Site and the Town's provision of extraterritorial sanitary sewer services in connection therewith, as set forth herein.

### Amendment

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, such consideration being acknowledged as good and sufficient value to Owner and the Town (each a "**Party**" and collectively the "**Parties**"), the Parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals shall be incorporated as though fully set forth herein.

2. Amendments.

(a) The fourth WHEREAS clause of the Service Agreement is hereby deleted in its entirety and in its place inserted the following:

“WHEREAS, Owner has leased that portion of the Property more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the “Musket Site”) to Musket Corporation, an Oklahoma corporation (“Musket”), within which Musket has constructed improvements pursuant to USR 12-0005, and intends to construct additional improvements pursuant to RECX14-0073 or SPR14-0017, which will include an expansion of the existing transloading facility, serving up to ten (10) full-time employees per work shift; and”.

(b) To address extraterritorial sanitary sewer service in light of the Expanded Use, Section 2 of the Service Agreement is hereby deleted in its entirety and in its place inserted the following:

**“2. Provision of Domestic Sanitary Sewer Utility Service.** The Town shall provide domestic sanitary sewer utility service to the Musket Site, as expanded by the improvements approved pursuant to RECX14-0073 or SPR14-0017 in accordance with the terms of this Agreement, as it may be amended.”.

(c) To address expansion of the Musket Site, Section 3.d of the Service Agreement is hereby deleted in its entirety and in its place inserted the following:

**“d. Expansion of Musket Site.** Owner shall have an ongoing duty to notify the Town in writing of any material change in the use of the Musket Site, the result of which will (i) bring more than ten (10) full-time employees per work shift employed at the Musket Site, or (ii) include the construction of additional buildings not contemplated by USR 12-0005, RECX14-0073 or SPR14-0017 that are permanent in nature and intended for human occupancy upon the Musket Site.”.

(d) Section 3.e.ii of the Service Agreement (addressing termination of sanitary sewer utility service) is hereby deleted in its entirety and in its place inserted the following:

“ii. Musket fails to adhere to the terms of the letter agreement with Kodak referenced in sub-section 3 (b) above, (including but not limited to compliance with sanitary sewer service cost reimbursement requirements), or fails to adhere to the easement rights upon which Kodak Alaris has relied in giving the Town written assurances that sanitary sewer discharges from the Musket Site as a result of the Expanded Use are permitted under such easement rights, or in the even such letter agreement is terminated;”.

(e) The legal description of the Musket Site as set forth in Exhibit B to the Service Agreement is hereby replaced with the legal description attached hereto as Exhibit A and incorporated herein by this reference (the “**Expanded Musket Site**”). The Expanded Musket Site will be the “Musket Site” as defined in the Service Agreement for all purposes under the Service Agreement.

3. Headings. The section headings herein shall have absolutely no legal significance and are used solely for convenience of reference.

4. Recordation. This Amendment shall be recorded in the real property records of the Clerk and Recorder for the County.

5. Effect of Amendment. Except as expressly modified herein, the Service Agreement is unmodified, is hereby ratified and affirmed, will remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Service Agreement and the terms of this Amendment, the provisions of this Amendment will govern and control.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

*[Signature Page Follows This Page]*

IN WITNESS WHEREOF, the Parties have made this Amendment as of the Effective Date.

**OWNER:**

WINDSOR RENEWAL 1, LLC, a Colorado limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ as \_\_\_\_\_ of WINDSOR RENEWAL 1, LLC, a Colorado limited liability company.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**TOWN:**

TOWN OF WINDSOR, COLORADO, a  
Colorado home rule municipality

By: \_\_\_\_\_  
John S. Vazquez, Major

ATTEST:

\_\_\_\_\_  
Patti Garcia, Town Clerk

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by John S. Vazquez, as Mayor, and Patti Garcia, as Town Clerk, of the TOWN OF WINDSOR, COLORADO, a Colorado home rule municipality.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Legal Description of the Expanded Musket Site**

COMMENCING AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 6 NORTH,  
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN:  
THENCE S14°15'05"E A DISTANCE OF 3,075.69 FEET, TO THE POINT OF BEGINNING;  
THENCE N89°53'21"E A DISTANCE OF 1,440.65 FEET;  
THENCE S00°00'41"E A DISTANCE OF 1,016.72 FEET;  
THENCE N90°00'00"W A DISTANCE OF 680.49 FEET;  
THENCE N00°04'40"E A DISTANCE OF 50.86 FEET;  
THENCE S89°55'01"W A DISTANCE OF 619.50 FEET;  
THENCE S00°10'24"E A DISTANCE OF 44.09 FEET;  
THENCE N89°59'25"W A DISTANCE OF 141.33 FEET;  
THENCE N00°00'54"E A DISTANCE OF 1,008.14 FEET, TO THE POINT OF BEGINNING.  
CONTAINING A CALCULATED AREA OF 1,430,916 SQUARE FEET OR 32.8493 ACRES.



---

## MEMORANDUM

**Date:** February 23, 2015  
**To:** Mayor and Town Board  
**Via:** Regular meeting materials, February 23, 2015  
**From:** Ian D. McCargar, Town Attorney  
**Re:** Fifth Amendment to IGA with Poudre Tech & Water Valley Metro Districts (Parks fees)  
**Item #:** B.3.

**Background / Discussion:**

Following adoption of the Town's Park Impact Fee ordinance in 2004, representatives of the Poudre Tech and Water Valley Metropolitan Districts negotiated an agreement under which the Town's neighborhood park impact fees would be waived for lots within a defined area of the Metropolitan Districts' boundaries. Since that time, the Districts have expanded their boundaries, but the defined area under the 2004 agreement has not been expanded to keep up with these changes. In late-2014, the Districts asked for expansion of the area within which neighborhood park fee exemptions would be permitted.

The attached Fifth Amendment to Intergovernmental Agreement accomplishes this expansion. The Director of Parks, Recreation and Culture has participated in the negotiations and evaluation of the defined area, shown in Exhibit A to the Amendment.

**Financial Impact:** Reduced collections of neighborhood parks fees, depending on building activity.

**Relationship to Strategic Plan:** Promote quality development

**Recommendation:** Adopt the attached Resolution approving the Fifth Amendment. Simple majority required.

**Attachments:**

Resolution No. 2015-14 - A Resolution Approving The Fifth Amendment To An Intergovernmental Agreement Between The Town Of Windsor And The Poudre Tech Metropolitan District, And Authorizing The Mayor To Execute Same

Fifth Amendment to An Intergovernmental Agreement Between The Town Of Windsor And The Poudre Tech Metropolitan District, and Exhibit A thereto

TOWN OF WINDSOR

RESOLUTION NO. 2015-14

A RESOLUTION APPROVING THE FIFTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR AND THE POUFRE TECH METROPOLITAN DISTRICT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

WHEREAS, in 1995, the Town and the Poudre Tech Metropolitan District entered into an Intergovernmental Agreement (“IGA”), which IGA has been amended for various reasons on four separate occasions in the interim; and

WHEREAS, for reasons stated therein, the Third Amendment to the IGA exempted certain portions of the Water Valley development area from neighborhood park fees imposed pursuant to Town Ordinance No. 2004-1190; and

WHEREAS, further development has occurred within Water Valley, and the District has requested that other portions of Water Valley, including Water Valley South and South Hill, be exempted from neighborhood park fees under Ordinance No. 2004-1190; and

WHEREAS, with the consent of the Director of Parks, Recreation and Culture, the Town has undertaken extensive negotiations with the Districts in order to exempt other areas within Water Valley from neighborhood park fees; and

WHEREAS, as a result of these negotiations, the Town and the District have arrived at the attached Fifth Amendment to Intergovernmental Agreement Between Town of Windsor, Colorado and Poudre Tech Metropolitan District (“Fifth Amendment”), the terms of which are incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town Attorney has reviewed and recommended approval of the Fifth Amendment; and

WHEREAS, the Town Board has reviewed the Fifth Amendment and given due consideration to its terms; and

WHEREAS, the Town Board desires to approve the Fifth Amendment and authorize the Mayor to execute it on the Town’s behalf.

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

1. The attached Fifth Amendment to Intergovernmental Agreement between Town of Windsor, Colorado and Poudre Tech Metropolitan District is hereby approved.
2. The Mayor is authorized to execute the said Fifth Amendment on the Town's behalf.
3. The Town Attorney is authorized to make such revisions and modifications as are necessary to assure compliance with this Resolution.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 23<sup>rd</sup> day of February, 2015.

TOWN OF WINDSOR, COLORADO

By: \_\_\_\_\_  
John S. Vazquez, Mayor

ATTEST:

\_\_\_\_\_  
Patti Garcia, Town Clerk

FIFTH AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
TOWN OF WINDSOR, COLORADO  
AND  
POUDRE TECH METROPOLITAN DISTRICT

This “Fifth Amendment” to Intergovernmental Agreement is made this \_\_\_ day of \_\_\_\_\_, 2015, between Poudre Tech Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and the Town of Windsor, Colorado, a municipal corporation and political subdivision of the State of Colorado (the “Town”).

WHEREAS, the District and Town previously entered into an Intergovernmental Agreement dated June 12, 1995 (the “IGA”), setting forth their agreements and understandings regarding the relationship between the District and the Town concerning the matters set forth in the IGA; and

WHEREAS, the IGA has been amended by a First, Second, Third, and Fourth Amendment and it is now deemed necessary to further amend the IGA by this Fifth Amendment to provide for the clarification of the sections and sub-sections specifically addressed in this Fifth Amendment; and

WHEREAS, the District has the power and authority under its Service Plan to provide public park and recreation improvements within the service area of the District and Water Valley Metropolitan District No. 1 and Water Valley Metropolitan District No. 2 (collectively, the “Districts”) for the benefit of a development area within Windsor generally known as “Water Valley”, “Water Valley South”, and “South Hill” (collectively, “Water Valley”) as depicted in **Exhibit A**, as may be amended from time to time, attached here to and incorporated herein; and

WHEREAS, the Third Amendment to IGA (the “Third Amendment”) exempted the property, property owners, developers, builders and Districts in or serving Water Valley from the application of Windsor Ordinance No. 2004-1190 as it pertains to the payment of neighborhood park fees, and from any future Windsor ordinance, resolution, policy, practice, regulation or other governmental act which has the effect of imposing such neighborhood park fees upon the properties included within and identified in Exhibit A to the Third Amendment; and

WHEREAS, the District and the Town desire to amend Exhibit A to the Third Amendment to include additional property within the exemption granted by the Third Amendment.

NOW THEREFORE, in consideration of the foregoing recitals, the past performance by the Developer and the Districts acting on behalf of the property owners in Water Valley to develop parks as required by the approved Plats, the mutual covenants contained herein, and other good

and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

## AGREEMENTS

1. Preamble. The Town and the Districts acknowledge that the recitals set forth above are true and correct and those recitals are hereby incorporated into the body of this Amendment.

2. Amendment. Exhibit A to the Third Amendment is hereby replaced in its entirety with Exhibit A, attached hereto and incorporated herein by this reference as if set forth fully. The shaded portions of Exhibit A shall define that area of Water Valley which the parties agree shall be exempt from the requirements of Ordinance No. 2004-1190 as it pertains to the payment of neighborhood park fees, and from any future Town ordinance, resolution, policy, practice, regulation or other governmental act which has the effect of imposing such neighborhood park fees upon the properties included within and identified in Exhibit A. Unless included in the shaded portions of Exhibit A, and except as may otherwise be agreed by further written amendment, no other property shall be exempt from the within-described effects of 2004-1190.

3. Nothing herein shall be construed to modify the Parties' prior understanding that all parks and trails within Water Valley shall remain open to the public on reasonable terms and conditions. Lawful fees may be collected from members of the public not residing in Water Valley in order for the District to defray the costs of the parks, including but not limited to the operation and maintenance thereof.

4. All other terms and provision of the IGA, including the First, Second, Third and Forth Amendments thereto, shall remain in full force and effect, and all other provisions thereof shall be deemed part of this Fifth Amendment.

*(Remainder of Page Intentionally Left Blank)*

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

POUDRE TECH METROPOLITAN DISTRICT

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

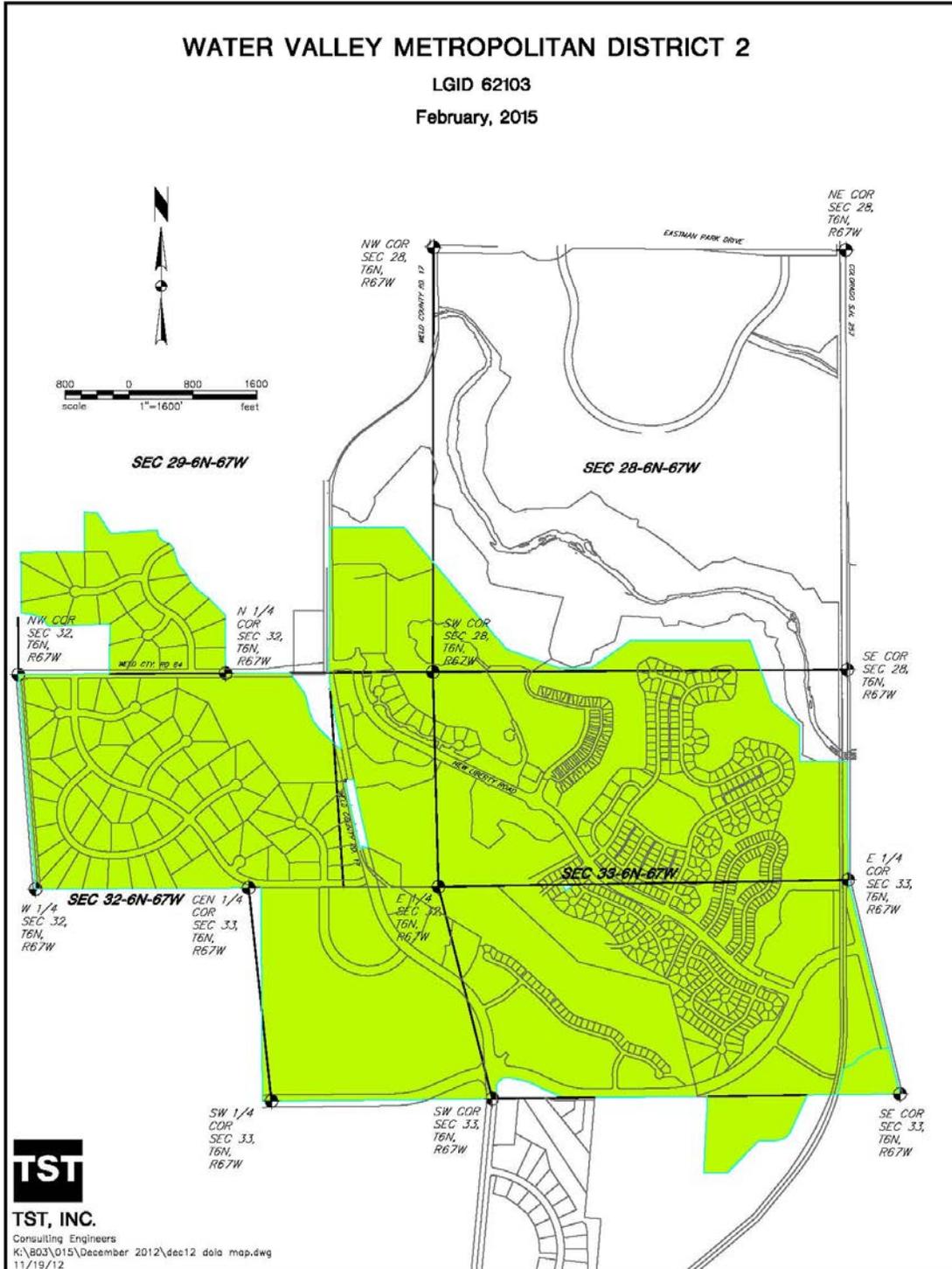
TOWN OF WINDSOR

\_\_\_\_\_  
John S. Vazquez, Mayor

Attest:

\_\_\_\_\_  
Patti Garcia, Town Clerk

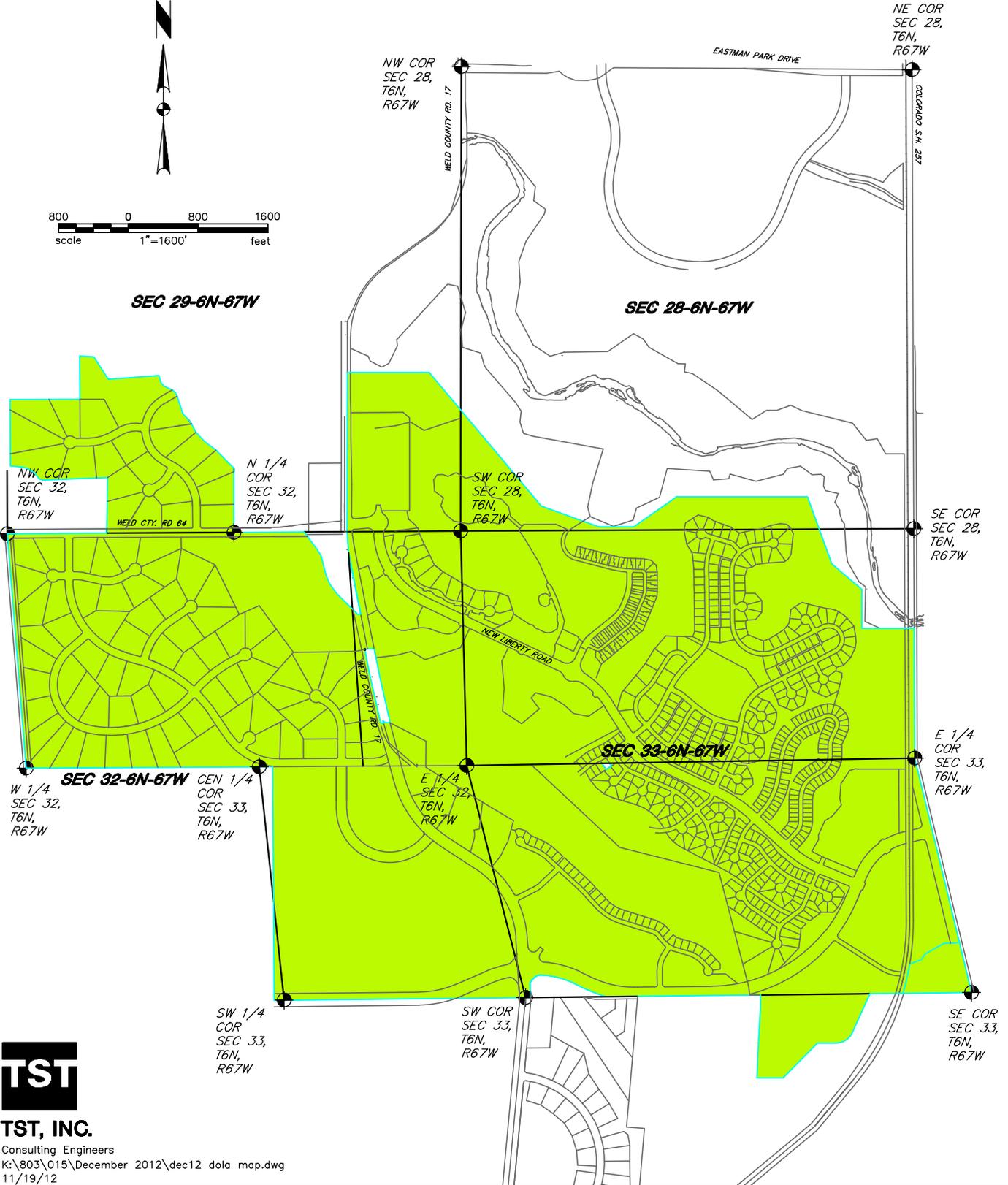
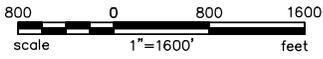
# EXHIBIT A



# WATER VALLEY METROPOLITAN DISTRICT 2

LGID 62103

December, 2012



**TST, INC.**

Consulting Engineers  
K:\803\015\December 2012\dec12 dola map.dwg  
11/19/12



---

## MEMORANDUM

**Date:** February 23, 2015  
**To:** Mayor and Town Board  
**Via:** Regular Meeting materials, February 23, 2015  
**From:** Ian D. McCargar, Town Attorney  
**Re:** Resolution appointing Kimberly Emil Town Prosecutor and Assistant Town Attorney  
**Item #:** B.4.

**Background / Discussion:**

In anticipation of the retirement of John Frey, the 2015 Town Budget appropriated sums for a three-quarter time in-house combined Town Prosecutor and Assistant Town Attorney. After a thorough and competitive hiring process, I have selected longtime Town Prosecutor Kimberly Emil to serve in this important position. Kim's talents as a prosecutor are well-documented. With the help of broad-based assessment team, I have concluded that Kim is also eminently qualified to serve as Assistant Town Attorney. This position will provide me back-up during any absences, but will also assume responsibility for various projects beneficial to the Town.

Section 9.1 (E) of the Home Rule Charter provides that "Town employees subordinate to the Town Attorney shall be subject to the supervision and control of the Town Attorney". As is the case in many private law offices, in her capacity as Assistant Town Attorney Ms. Emil will serve the interests of the client as an associate member of the Office of the Town Attorney, and will work under my supervision. As we develop the respective roles and responsibilities within the office, I welcome your feedback on her performance. I will include an overview of her performance within my annual Town Attorney performance reviews for you as well.

**Financial Impact:** Budgeted for 2015

**Relationship to Strategic Plan:** Fiscally responsible and equitable delivery of services

**Recommendation:** Adopt attached Resolution Appointing Kimberly A. Emil as Windsor Town Prosecutor, and Further Appointing Ms. Emil Assistant Town Attorney for the Town of Windsor, Colorado

**Attachment:**

A Resolution Appointing Kimberly A. Emil as Windsor Town Prosecutor, and Further Appointing Ms. Emil Assistant Town Attorney for the Town of Windsor, Colorado

TOWN OF WINDSOR

RESOLUTION NO. 2015-15

A RESOLUTION APPOINTING KIMBERLY A. EMIL AS WINDSOR TOWN PROSECUTOR, AND FURTHER APPOINTING MS. EMIL ASSISTANT TOWN ATTORNEY FOR THE TOWN OF WINDSOR, COLORADO

WHEREAS, under the Town of Windsor Home Rule Charter, Section 1.47, the Town Prosecutor shall be an attorney at law admitted to practice in the State of Colorado who is appointed by the Town Board to appear on behalf of the Town before the Municipal Court, to enforce violations of the Code of Ethics, and (3) to perform such other duties as prescribed by the Town Board.

WHEREAS, in April, 2008, the Town and Kimberly A. Emil entered into a Professional Services Agreement appointing Kimberly A. Emil as Windsor Town Prosecutor; and

WHEREAS, the Town and Ms. Emil have each year renewed and reaffirmed the professional relationship between the Town and Ms. Emil, the most-recent being a Professional Services Agreement through the present; and

WHEREAS, Ms. Emil continues to perform her duties as Town Prosecutor at a high professional level and, having completed a rigorous review of her qualifications, has been selected to serve as Assistant Town Attorney on an in-house, part-time basis; and

WHEREAS, the Town has offered Ms. Emil employment consistent with the provisions of Section 9.1 of the Home Rule Charter, and Ms. Emil has accepted the Town's offer; and

WHEREAS, by the terms of this Resolution, the Town Board desires to again reappoint Ms. Emil to her position as Town Prosecutor, and to appoint Ms. Emil as Assistant Town Attorney serving under the Town Attorney as provided in the Home Rule Charter.

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

1. Kimberly A. Emil is hereby reappointed as Town Prosecutor, serving at the Town Board's pleasure as provided in the Home Rule Charter.
2. Kimberly A. Emil is hereby appointed as Assistant Town Attorney, serving under the control and supervision of the Town Attorney as provided in the Home Rule Charter.
3. The appointments herein shall be effective March 2, 2015.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 23<sup>rd</sup> day of February, 2015.

TOWN OF WINDSOR, COLORADO

By \_\_\_\_\_  
John S. Vazquez, Mayor

ATTEST:

\_\_\_\_\_  
Patti Garcia, Town Clerk



## MEMORANDUM

**Date:** February 23, 2015  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Joseph P. Plummer, AICP, Director of Planning  
Josh Olhava, Associate Planner  
**Subject:** Site Plan Presentation – South Gate Business Park Subdivision Fifth Filing,  
Lot 1 – Aims Community College - Public Safety Institute – Michael Millsapps  
of Aims Community College, applicant  
**Location:** 1120 & 1130 South Gate Drive  
**Item #:** C.1

### **Background:**

The applicant, Mr. Michael Millsapps of Aims Community College is proposing a new building and site upgrades in the General Commercial (GC) zoning district in the South Gate Business Park Subdivision, located at 1120 & 1130 South Gate Drive. The new building will serve as a Public Safety Institute and will include site improvements to make a an overall campus feel. (see enclosed narrative for further information)

Site characteristics include:

- an approximately 43,000 square foot, 2 story building;
- architectural elements to match existing Automotive Tech. building, with additional accent colors;
- plazas, landscaping and walkways;
- an outdoor, 4-story, fire training tower and training site;
- a future expansion area for buildings and parking; and
- over 150 off street parking spaces, including accessible parking space(s).

The current presentation of the site plan is intended for the Town Board's information. Should the Town Board have any comments or concerns pertaining to the site plan, please refer such comments to staff during the presentation so that they may be addressed during staff's review of the project. The site plan will be reviewed and approved administratively by staff, however, if the project review process reveals issues that cannot be resolved between the applicant and staff, the site plan will be brought back to the boards for review.

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

### **Goals:**

1. *All commercial and industrial development should provide a safe, aesthetically-appealing and healthy environment which does not have adverse impacts on surrounding areas.*

**Policies:**

6. *All commercial and industrial site plans should provide landscaping plans for the exterior portions of the buildings, walkways, parking lots, and street frontages; develop specific landscaping regulations and requirements to implement this policy.*

**Conformance with Vision 2025:** The proposed application is consistent with various elements of the Vision 2025 document, particularly the chapter on Economic Vitality.

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

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

**Enclosures:** application materials  
staff PowerPoint

pc: Michael Millsapps of Aims Community College, applicant



## AndersonMasonDale Architects

### MEMORANDUM

Date: 02 December 2014  
Project #: 14.051.00  
Project: Aims Community College  
Windsor Campus - Public Safety Institute

To: Mr. Scott Ballstadt  
From: James R. Taylor, AIA

Subject: Executive Summary for SITE PLAN - Qualified Commercial or Industrial  
Distribution:

---

Aims Community College is building a new, state-of-the art, 53,500 square-foot, two-story Public Safety Institute on their 17 acre Windsor campus. This facility will be the new home for the Fire Science, EMS and Criminal Justice programs, currently offered at Aims' Greeley Campus. The building diagram is broken into three primary wings; the western wing will house the academic offices and support functions, the northern wing holds the classrooms and labs, and the southern, single-story wing, will be used for fire and EMS training. The high-bay space includes an apparatus bay and large CPAT training area. The new building sits due south of and slightly elevated from the existing AutoTech Center.

In order to begin building the campus fabric, the new building will take cues from the existing building's exterior materials pallet. Exterior materials will include brick veneer, formed metal wall panel, aluminum composite metal panel, curtain wall and storefront. Building forms and massing are modern and academic. Glass and metal panels are used to break up the longer runs of masonry. Glass is used to drive light into the building as well as showcase the programs at night.

In addition to the main building, Aims is building a new four-story, 5,000 square foot training tower. The tower will be roughed in to include gas fire props on the first two levels. At this time, this training structure is to be built of load bearing CMU. The color will complement the masonry of the other two buildings.

There will be two bid alternates. One is a small shade structure called the Rest Pavilion. It is sited near the training tower and training grounds. It will provide shade for the trainees during the summer. Another bid alternate will be a small storage building, referred to as the Service Building. It is a single story building clad in the same formed metal wall panel as the classroom wing of the main building.

Decorative and chain-link fences will surround the training grounds. New parking, landscaping, plazas and site amenities are described on the accompanying drawings.



# **SITE PLAN PRESENTATION**

## **SOUTH GATE BUSINESS PARK SUBDIVISION**

### **FIFTH FILING, LOT 1**

**(AIMS COMMUNITY COLLEGE – PUBLIC SAFETY INSTITUTE)**

**1120 & 1130 SOUTH GATE DRIVE**

**Josh Olhava, Associate Planner**

**February 23, 2015**

Town Board

Item C.1



# QUALIFIED COMMERCIAL & INDUSTRIAL SITE PLAN

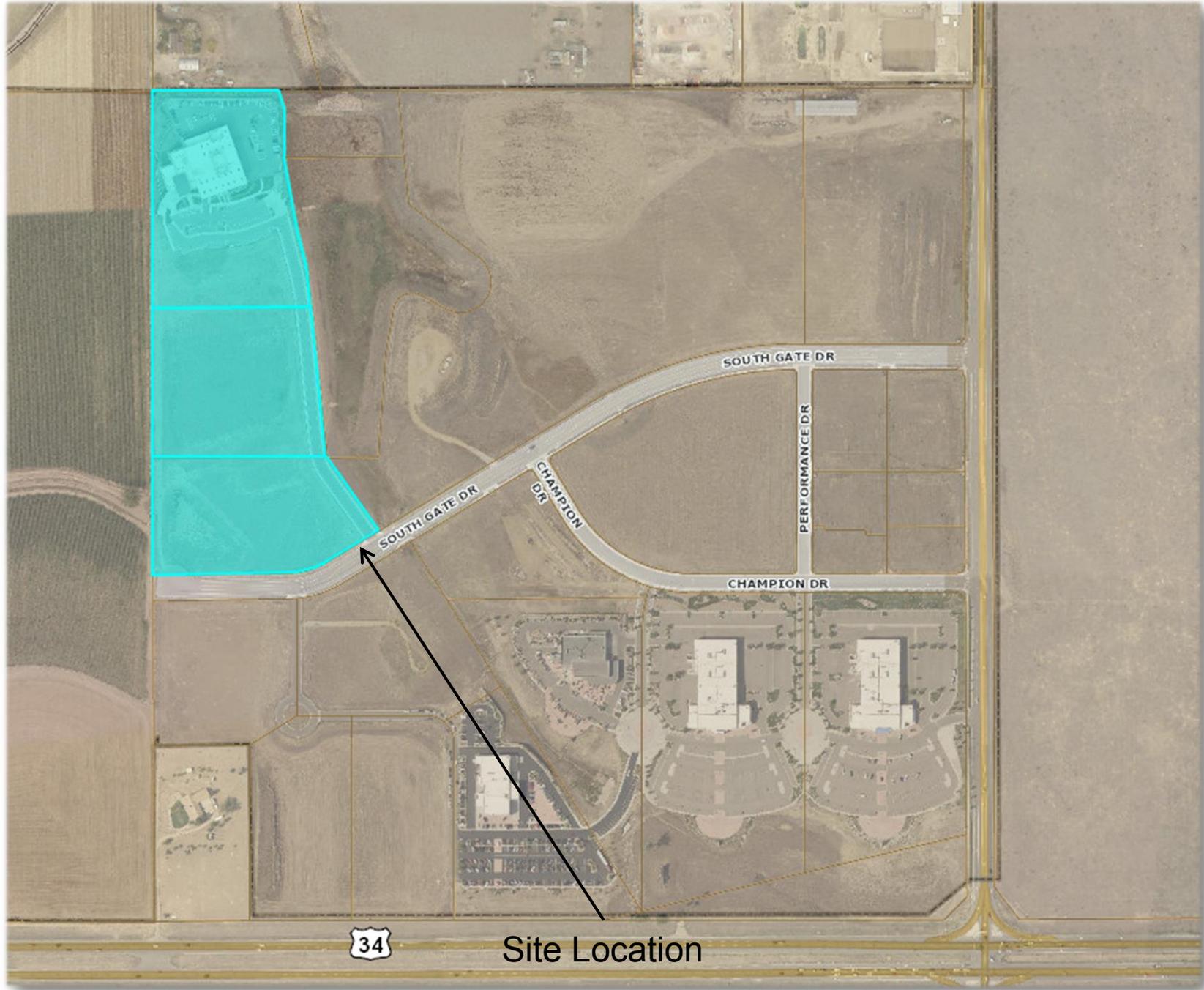
---

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

## **Sec. 17-9-10. Intent and Purpose**

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

# SITE VICINITY MAP



34

Site Location

# SITE PROXIMITY ZONING MAP

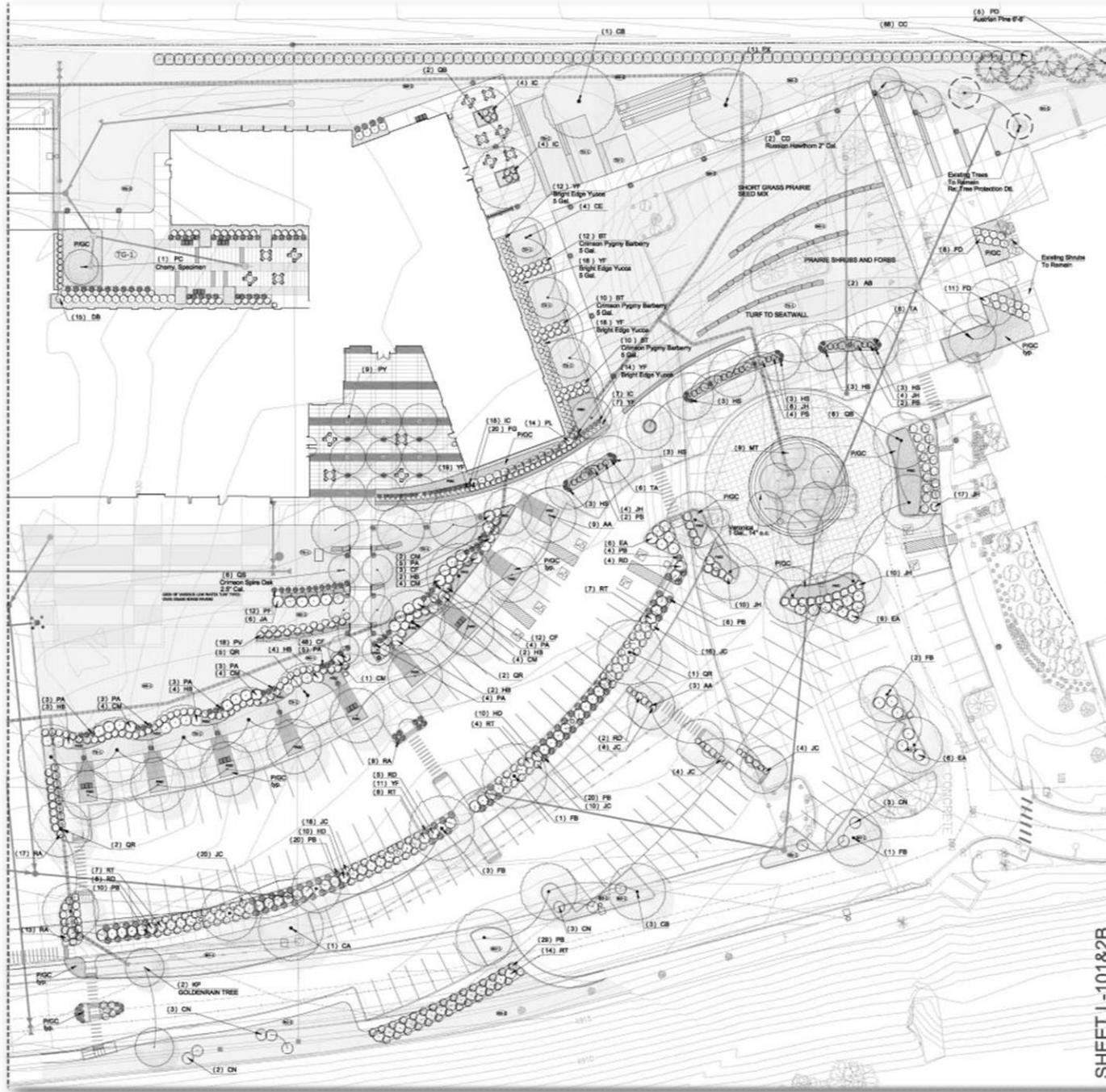


Site Location – Zoned General Commercial (GC)

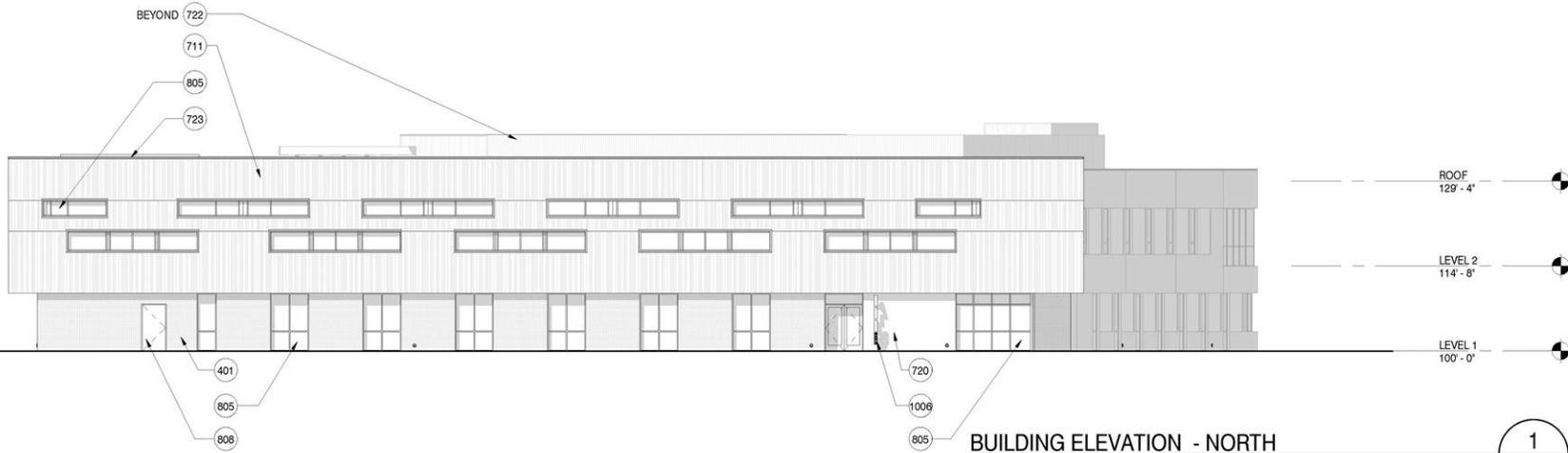




# LANDSCAPE PLAN (2 OF 2)



# ELEVATIONS (1 OF 2)

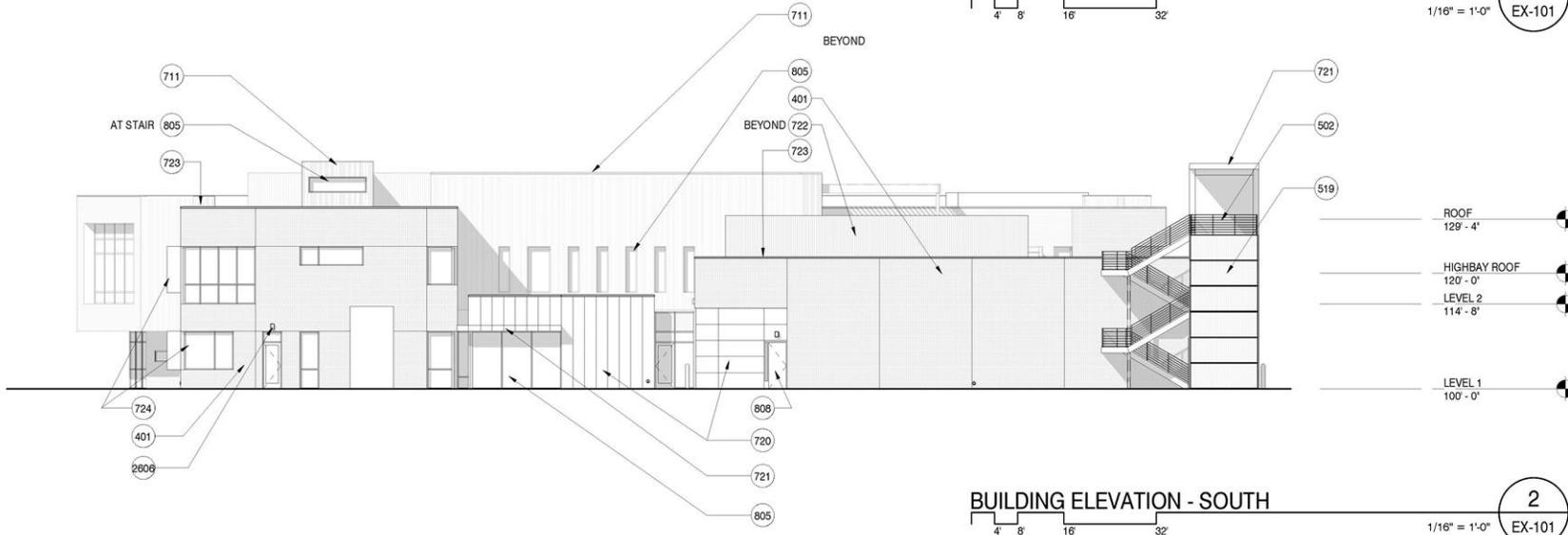


**BUILDING ELEVATION - NORTH**

1

EX-101

WORK NOTES	
302	CONCRETE BOLLARD
401	MASONRY CLAD WALL, ALL SIDES
501	PAINTED STEEL TRELLIS
502	BAR GRATE STAIR WITH GALVANIZED STEEL RAILINGS
519	EXPANDED METAL RAILING
711	FORMED METAL WALL PANEL
720	ALUMINUM COMPOSITE PANEL ASSEMBLY
721	ALUMINUM COMPOSITE METAL PANEL SUNSHADE
722	PERFORATED METAL WALL PANEL SCREEN WALL
723	ALUMINUM COPING
724	ALUMINUM SUNSHADE
801	GLASS PANEL OVERHEAD SECTIONAL DOOR
805	ALUMINUM STOREFRONT
806	ALUMINUM CURTAIN WALL
808	HOLLOW METAL DOOR AND FRAME
1006	PIN MOUNTED ALUMINUM LETTERING
2606	WALL MOUNTED LIGHT FIXTURE



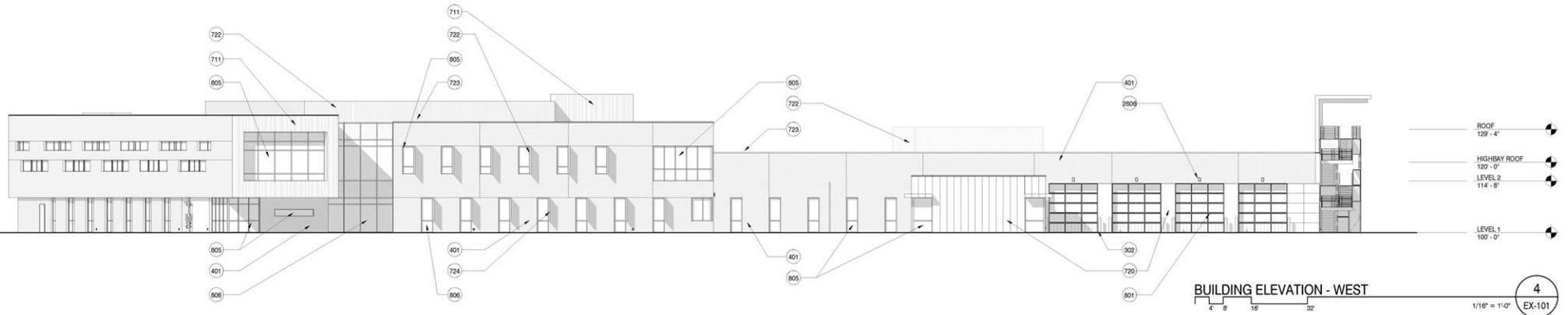
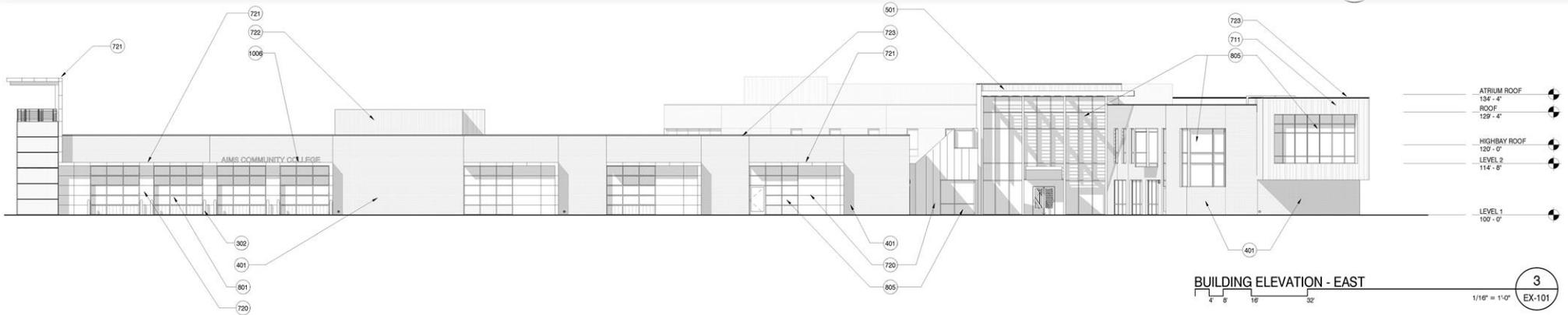
**BUILDING ELEVATION - SOUTH**

2

EX-101

GENERAL NOTES	
1.	GENERAL NOTE

# ELEVATIONS (2 OF 2)





## MEMORANDUM

**Date:** February 23, 2015  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
Joseph P. Plummer, AICP, Director of Planning  
**From:** Paul Hornbeck, Associate Planner  
**Subject:** Site Plan Presentation – Windsor Commons Subdivision 3<sup>rd</sup> Filing, Lot 2, Block 2 – James H. Andersen, Tru-Balance/Design Logic, applicant / Richard Hazel, Hauser Architects, P.C, applicant's representative  
**Location:** 841 Automation Drive  
**Item #s:** C.2

### **Background:**

The applicant, Mr. James H. Andersen, represented by Mr. Richard Hazel, is proposing to construct a new building in the Limited Industrial (I-L) zoning district in the Windsor Commons Subdivision.

Site characteristics include:

- 1.14 acre property;
- 10,400 square foot metal building;
- Off-street parking; and
- Landscaped area of 27,926 square feet.

The current presentation is intended for the Town Board's information. Should the Town Board have any comments or concerns pertaining to this project, please refer such comments to staff during the presentation so that they may be addressed during staff's review of the project. The site plan will be reviewed and approved administratively by staff, however, if the project review process reveals issues that cannot be resolved between the applicant and staff, the site plan will be brought back to the Town Board for review.

### **Conformance with Comprehensive Plan:**

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

#### **Goals:**

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

#### **Policies:**

6. *All commercial and industrial site plans should provide landscaping plans for the exterior portions of the buildings, walkways, parking lots, and street frontages; develop specific landscaping regulations and requirements to implement this policy.*

10. *Encourage employment centers to locate in areas where traffic generation and environmental impacts will have the least impact on adjacent areas, and where connections to existing economic activity can be maximized.*

**Conformance with Vision 2025:** The proposed application is consistent with various elements of the Vision 2025 document, particularly the chapter on Economic Vitality.

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

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

**Enclosures:** application materials  
site plan narrative  
staff PowerPoint

pc: Richard Hazel, applicant  
James H. Andersen, applicant's representative

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

For office use only:
Project ID No.

**LAND USE APPLICATION FORM**

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

**APPLICATION TYPE:**

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

**STATUS:**

(for MAJOR SUBDIVISIONS and SITE PLANS only)

- Preliminary
- Final

**PROJECT NAME\*:** Tru Balance / Design Logic

**LEGAL DESCRIPTION\*:** Windsor Commons Subdivision 3rd Filing, Lot 2, Block 2

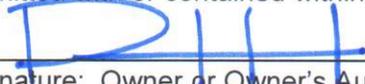
**PROPERTY ADDRESS (if available):** 841 Automation Drive

<b>PROPERTY OWNER (APPLICANT):</b>	
Owner's Name(s)*:	<u>James H. Andersen</u>
Company:	<u>Tru-Balance / Design Logic</u>
Address*:	<u>671 Academy Court, Suite A, Windsor , CO 80550</u>
Primary Phone #*:	<u>970.686.5716</u>
Secondary Phone #:	_____
Fax #*:	<u>970.686.9245</u>
E-Mail*:	<u>jim@tru-bal.com</u>

<b>OWNER'S AUTHORIZED REPRESENTATIVE:</b>	
Representative's Name:	<u>Richard Hazel</u>
Company:	<u>Hauser Architects, P.C.</u>
Address:	<u>3780 East 15th Street, Suite 201, Loveland, CO 80538</u>
Primary Phone #:	<u>970.669.8220</u>
Secondary Phone #:	_____
Fax #:	_____
E-Mail:	<u>rick@hauserarchitectspc.com</u>

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

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

 December 10, 2014  
Signature: Owner or Owner's Authorized Representative\*\* Date  
\*\*Proof of owner's authorization is required with submittal if signed by Owner's Authorized Representative.

Richard Hazel  
\_\_\_\_\_  
Print Name(s)  
Fast Track Site Plan Application and Checklist  
Page 4

\*Required fields  
Revised 11/15/2013

**SITE PLAN PRESENTATION**  
**WINDSOR COMMONS SUBDIVISION**  
**THIRD FILING, LOT 2, BLOCK 2**  
**(TRU-BALANCE / DESIGN LOGIC)**  
**841 AUTOMATION DRIVE**

**Paul Hornbeck, Associate Planner**  
**February 23, 2015**

Town Board

Item C.2



# QUALIFIED COMMERCIAL & INDUSTRIAL SITE PLAN

---

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

## **Sec. 17-9-10. Intent and Purpose**

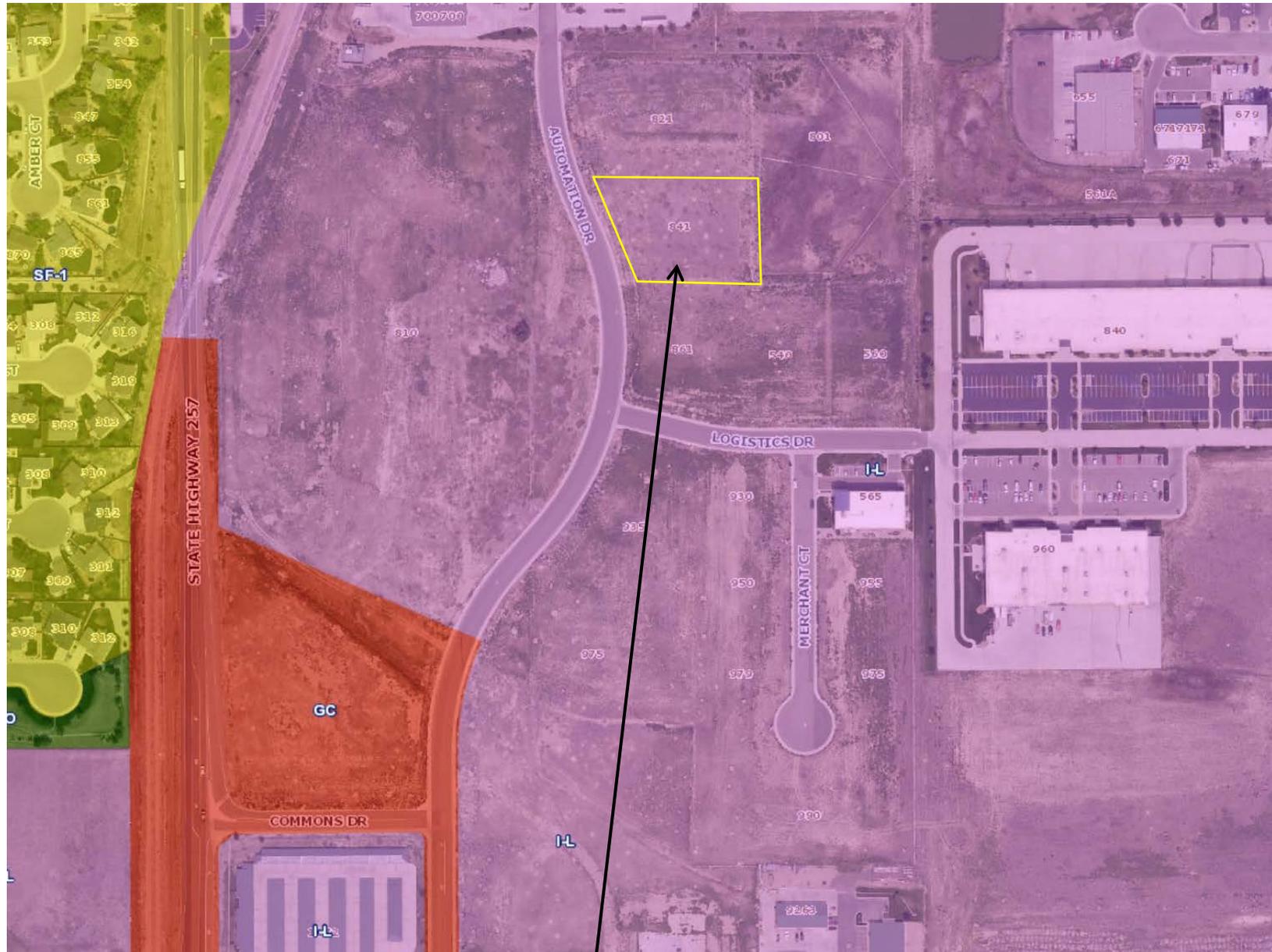
“Commercial and industrial site plans proposed to be developed on lots that have either previously been subdivided or are presently being subdivided as part of a minor subdivision shall qualify for administrative site plan review in accordance with the requirements of this Section.”

# SITE VICINITY MAP



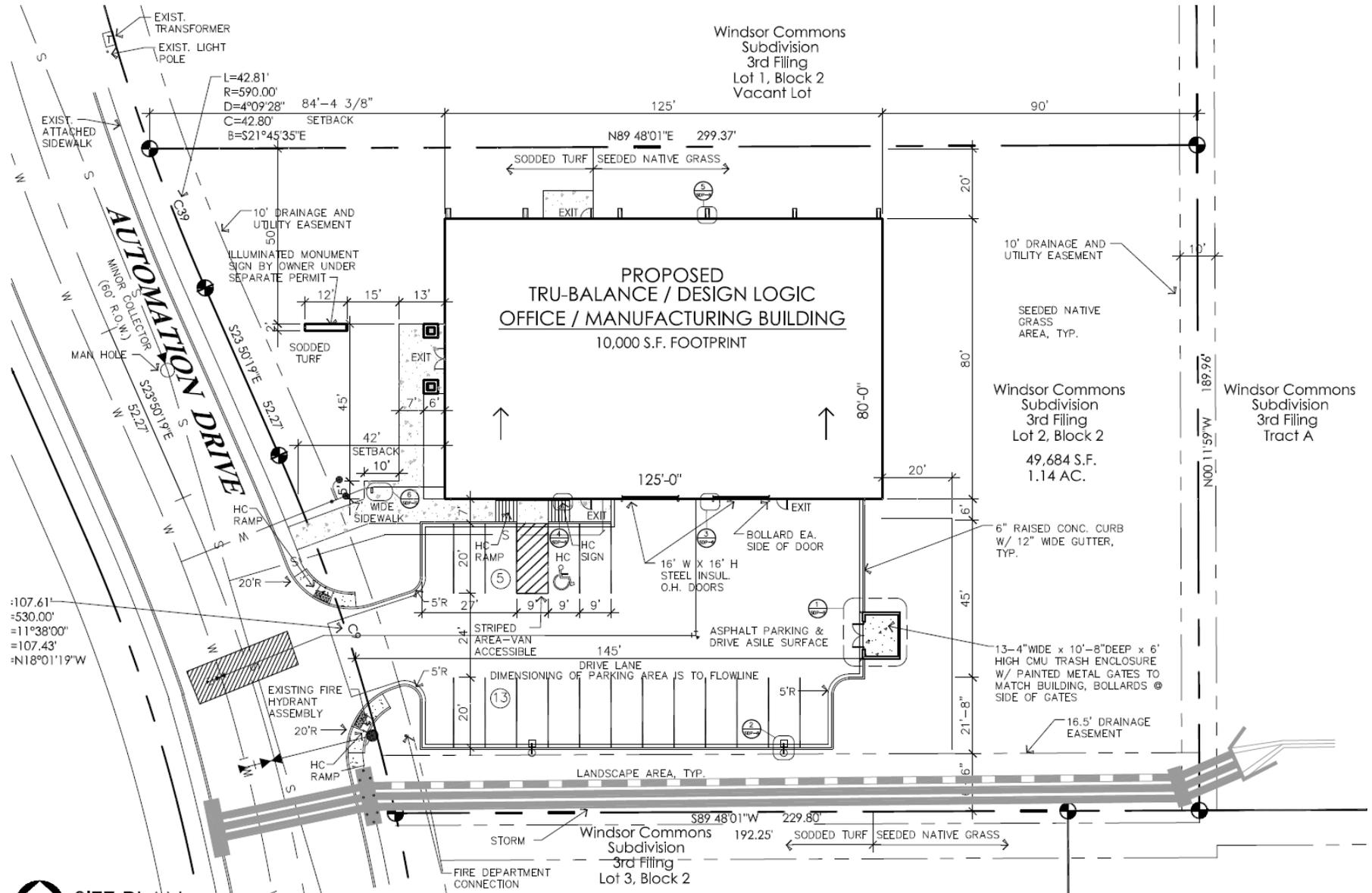
Site Location

# SITE PROXIMITY ZONING MAP



Site Location – Limited Industrial (IL)

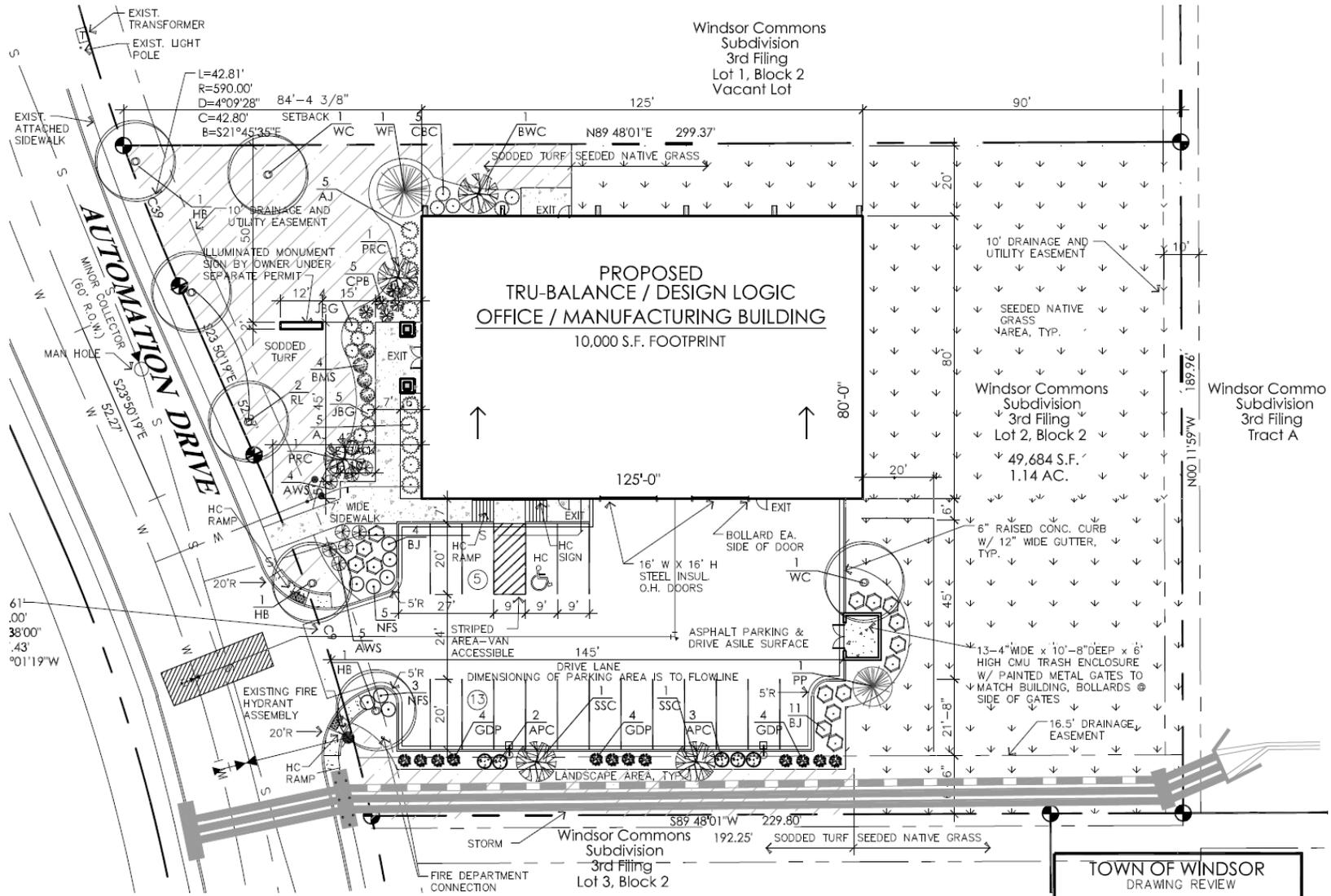
# SITE PLAN



**SITE PLAN**  
SCALE: 1" = 20'-0"



# LANDSCAPE PLAN



**LANDSCAPE PLAN**  
SCALE: 1" = 20'-0"

**TOWN OF WINDSOR**  
DRAWING REVIEW

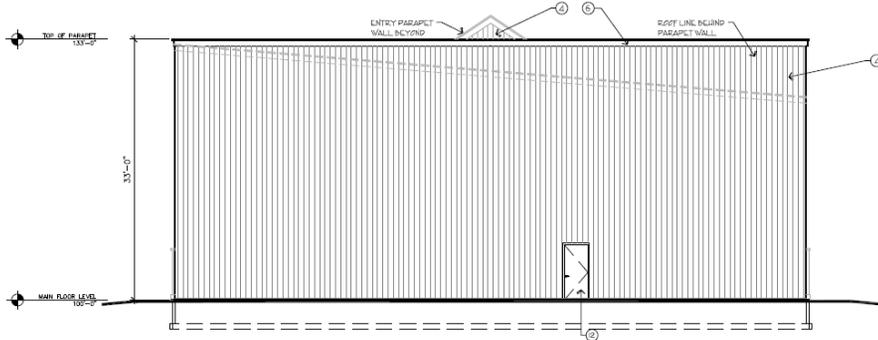
REVIEW IS FOR GENERAL COMPLIANCE WITH TOWN STANDARDS. NO RESPONSIBILITY IS ASSUMED FOR CORRECTNESS OF DESIGN.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TOWN ENGINEER

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS

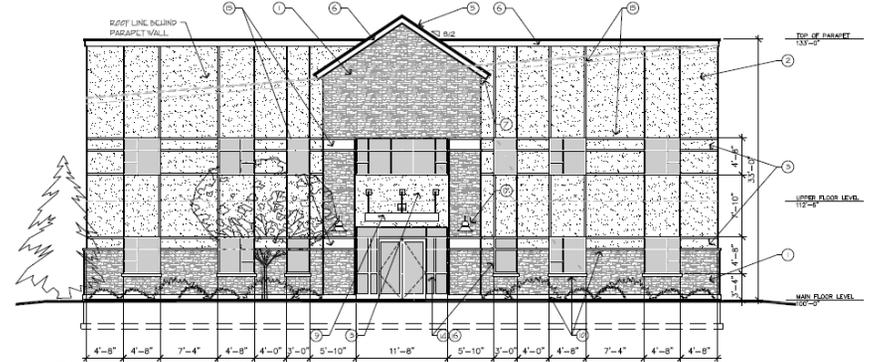
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

# ELEVATIONS



**EAST ELEVATION (REAR)**

SCALE: 1/8" = 1'-0"

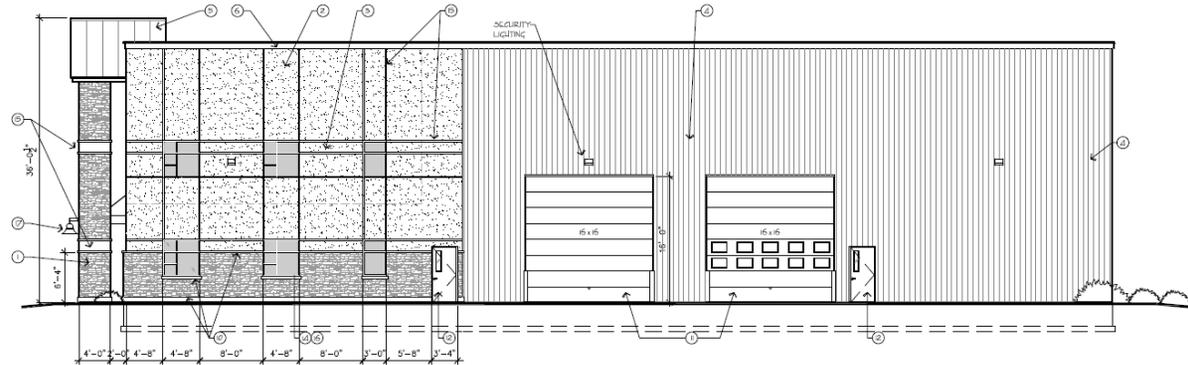


**WEST ELEVATION (STREET FRONT)**

SCALE: 1/8" = 1'-0"

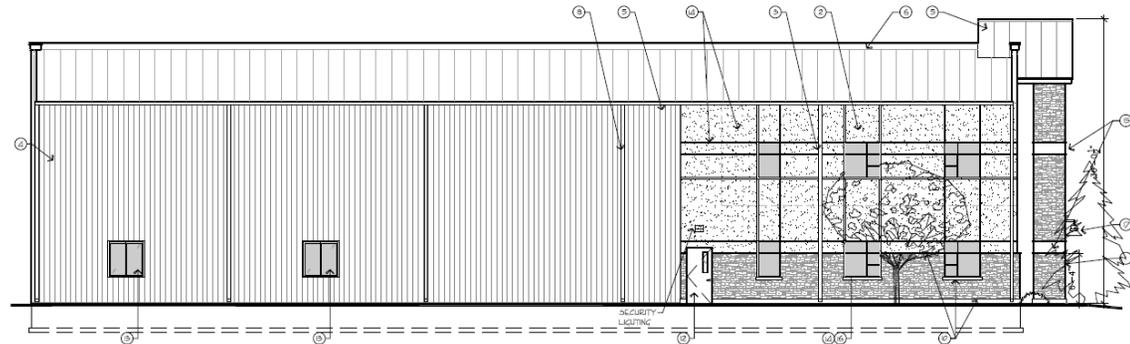
## EXTERIOR FINISH SPECIFICATIONS

1. **CULTURED STONE:** CULTURED LEDGESTONE VENEER AT BASE OF BUILDING AT SOUTH FACADE AND PORTIONS OF EAST AND WEST FACADES. (COLOR: GRAY/TAN MIX)
2. **E.I.F.S. STUCCO SYSTEM:** STUCCO WALL SYSTEM AT WEST AND SOUTH FACADE. (COLOR: LIGHT GRAY)
3. **E.I.F.S. STUCCO SYSTEM RELIEF BAND:** STUCCO WALL SYSTEM AT WEST AND SOUTH FACADE. (COLOR: DARK GRAY)
4. **METAL WALL PANEL:** 26 GA. 6" WIDE, PRE-FINISHED VERTICAL METAL WALL PANELS BY BUILDING MANUF. (COLOR: LIGHT GRAY)
5. **METAL ROOF PANEL:** 26 GA. 24" WIDE, PRE-FINISHED STANDING SEAM METAL ROOF PANELS BY BUILDING MANUF. (COLOR: DARK GRAY)
6. **FASCIA:** 26 GA. METAL, PRE-FINISHED FASCIA PANELS BY BUILDING MANUF. (COLOR: DARK GRAY)
7. **SOFFIT AT ENTRY GABLE ROOF:** 26 GA. METAL, PRE-FINISHED SOFFIT PANELS BY BUILDING MANUF. (COLOR: DARK GRAY)
8. **RAIN GUTTERS:** 20 GA. METAL, PRE-FINISHED GUTTERS AND DOWNSPOUTS BY BUILDING MANUF. (COLOR: LIGHT GRAY)
9. **METAL AWNING:** METAL AWNING PAINTER. (COLOR: RED)
10. **PRECAST SILLS:** SCALED FINISH. (COLOR: OFF-WHITE)
11. **OH METAL DOORS:** PRE-FINISHED BY BUILDING MANUF. TO MATCH BUILDING. (COLOR: LIGHT OR DARK GRAY)
12. **HOLLOW METAL DOORS:** PAINTED TO MATCH BUILDING. (COLOR: LIGHT OR DARK GRAY)
13. **METAL WINDOWS:** PRE-FINISHED BY BUILDING MANUF. TO MATCH TO BUILDING. (COLOR: LIGHT OR DARK GRAY)
14. **STOREFRONT ALUMINUM WINDOWS:** CLEAR ANODIZED
15. **ALUMINUM CLADDING:** CLEAR ANODIZED
16. **WINDOW GLAZING:** BLUE-TINTED GLAZING
17. **DECORATIVE LIGHTING:** (COLOR: RED)



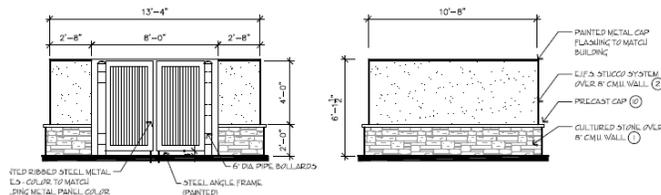
**SOUTH ELEVATION**

SCALE: 1/8" = 1'-0"



**NORTH ELEVATION**

SCALE: 1/8" = 1'-0"



**TRASH ENCLOSURE ELEVATIONS**

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



## MEMORANDUM

**Date:** February 23, 2015  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Joseph P. Plummer, AICP, Director of Planning  
**Subject:** Resolution No. 2015-16 – A Resolution Approving and Authorizing the Town Manager to Waive Certain Development Fees Associated With the Construction of the Windsor Charter Academy, and Directing that such Fees be Accounted for as Provided by Law  
**Item #:** C-3

### **Background:**

As it may be seen from the enclosed project narrative and as it was presented at the February 9, 2015 town board meeting, the applicant, the Windsor Charter Academy (WCA), is proposing to construct a new charter school which will be located at 810 Automation Drive. The new school will be 49,400 square-feet in area and will serve as a Middle and High School that will accommodate grades six through ten presently, with additional space for grades eleven and twelve being added as the need arises.

As it may be seen from the enclosed letter and attached spreadsheet and as it is stipulated in the enclosed Resolution No. 2015-16, the applicant's representative, Mr. Greg Lockwood of Roche Constructors, is requesting that the following fees be waived for this project:

- Administrative fee: \$ 4,361
  - Water Plant Investment fee: \$42,300
  - Sewer Plant Investment fee: \$23,273
  - Drainage fee: \$17,511
- Total: \$87,445

As it may be also be seen from the enclosed letter and spreadsheet, the WCA will be dedicating shares of raw water to satisfy the raw water requirement and will be paying the other development fees associated with the project.

As in the past when other taxing districts and/or the Windsor Housing Authority have requested that certain fees be waived and because the Town does not have a policy that specifically addresses these types of requests, the Town Board makes a decision on each such request on a case-by-case basis.

**Recommendation:** The Town Board to make a determination on the applicant's request

**Enclosure:** Project narrative  
Letter from Roche Constructors  
Resolution No. 2015-16

pc: Greg Lockwood, Roche Constructors, applicant's representative

## **PROJECT NARRATIVE**

### **WINDSOR COMMONS THIRD FILING LOT 1, BLOCK 1 (WINDSOR CHARTER ACADEMY)**

December 3, 2014

The proposed site is approximately 12.15 acres and is located in Windsor Commons Third Filing in east Windsor, east of Highway 257. The site is located adjacent to and west of the existing Automation Drive and is currently zoned IL (Light Industrial). The intended user is Windsor Charter Academy, for a middle and high school. It is intended that the site be developed in one phase.

The project will provide space for the existing Windsor Charter Academy to offer additional classes at the middle school and high school level. The school hopes to open with approximately 220 students in grades six through ten. In each of the ensuing years eleventh and then twelve grades will be added to the class offering. Aims College has expressed an interest in providing classes as well for the advanced students. The building is approximately 49,400 square feet on two levels and will ultimately house 525 students and approximately 40 staff including teachers, administrative staff, janitorial and food service staff.

The first floor of the building will house the Administrative offices, Kitchen, Lunch room, Media Center, Computer Lab, Instrumental Music, two Art Rooms and two Classrooms. In addition there will be a gymnasium with seating for 350 spectators, Boys and Girls Locker Rooms, a coach's office and a concession stand that open to the Lunch Room for during half time.

The second floor will house twelve Classrooms and two Science Rooms. The second floor will be accessible from an elevator and two stairs. There will be restroom facilities, seminar rooms and teacher work rooms on both floors.

The structure will be a pre-engineered metal building. The exterior walls will be stucco embossed metal panels in two colors. A parapet screen wall will be constructed to minimize the visual effect of the roof top mechanical units. The exterior surface of the parapet will be faced with traditional metal panels that will be in a contrasting color to the wall panels. There will gutters on the gymnasium and internal gutters hidden by the parapet. The downspouts will be exposed.

All of the roof top units will be screened by the parapet with the exception of the two large air handlers serving the gymnasium. They will be located on the west atop of the instrumental music room roof. Approximately 60% of the height of the roof top units will be hidden by the parapet.

All site lighting will be pole mounted, down directional and shielded to prevent light spillage from the site. Refer to the photometric plans for additional information regarding pole height, fixture type and light locations.

Access to the site will be provided at two locations from Automation Drive. The traffic will enter via the north driveway and exit via the south driveway. Student drop offs will occur near the main entrance of the building and cars will stack through the parking lot drives. The parking lot can accommodate approximately 55 vehicles in the stacking queue. A traffic study that will analyze the onsite movements and the surrounding intersections will be submitted to the Town of Windsor within 2 weeks.

A sidewalk is provided from Automation Drive to the main entrance to accommodate pedestrian traffic. There are 116 parking stalls provided in the paved portion of the site and it was calculated that approximately 90 parking stalls would be required when an event is held in the gymnasium.

Water and sewer will be provided by the Town of Windsor. Detention is being provided offsite in the detention pond constructed with the overall subdivision improvements.

February 18, 2015

VIA EMAIL

Mr. Joe Plummer  
Town of Windsor  
301 Walnut St.  
Windsor, CO 80550

Re: Windsor Charter Academy  
Roche Project No. 14035

Dear Joe:

We have received the building/impact fees from the Town of Windsor for the above referenced project and request your consideration of a reduction in fees for this non-profit charter school. The proposed fee from the Town of Windsor is \$316,475.77. We request the following fees be waived; administrative fee, water plant investment fee, sewer plant investment fee and drainage fee (please see attached spreadsheet). This would reduce the fee paid to the Town of Windsor to \$229,031.16. We will be satisfying the raw water requirements by dedicating the shares of water and not paying with cash. We understand that this request for reduction in fees is consistent with what has been allowed by the Town of Windsor on previous projects similar to ours.

Please let us know if the requested reduction in fees is acceptable.

Sincerely,

ROCHE CONSTRUCTORS, INC.



Greg Lockwood  
Senior Project Manager

GL/td

Attachment

cc: Tom Roche, Roche Constructors, Inc.

Corporate Office:  
361 71<sup>st</sup> Avenue, 80634  
P.O. Box 1727, 80632  
Greeley, CO  
(970) 356-3611

Regional Office:  
Suite 130  
7680 W. Sahara Avenue  
Las Vegas, NV 89117  
(702) 252-3611  
License No. A/B 42653

Regional Office:  
Suite 100  
1235 W. 124<sup>th</sup> Avenue  
Westminster, CO 80234  
(303) 920-5555

Windsor Charter Academy  
 Fee Waiver Request

As Proposed by Town		As Proposed by Applicant	
Line #	Description	Value	Value
1	Valuation	\$ 6,173,750.00	\$ 6,173,750.00
2	Electrical Valuation	\$ 439,055.00	\$ 439,055.00
3	Building Fee	\$ 12,209.53	\$ 12,209.53
4	Electrical Fee	\$ 5,175.00	\$ 5,175.00
5	Construction Meter	\$ 57.50	\$ 57.50
6	Plan Review Fee	\$ 7,936.19	\$ 7,936.19
7	Administrative Fee	\$ 4,360.51	\$
8	Raw Water**	\$ 153,570.00	\$ 153,570.00
9	Water Plant Investment	\$ 42,300.00	\$ -
10	Sewer Plant Investment	\$ 23,273.00	\$ -
11	Drainage Fee	\$ 17,511.10	\$ -
12	Water Meter and Yoke	\$ 1,819.00	\$ 1,819.00
13	Irrigation Meter	n/a	n/a
14	Fire District Fee	\$ 31,175.00	\$ 31,175.00
15	Windsor Use Tax*	\$ -	\$ -
16	Larimer County Use Tax*	\$ -	\$ -
17	Road Impact Fee	\$ 17,088.94	\$ 17,088.94
18	Cac Development Fee	\$ -	\$ -
<b>Total</b>		<b>\$ 316,475.77</b>	<b>\$ 229,031.16</b>

TOWN OF WINDSOR

RESOLUTION NO. 2015-16

A RESOLUTION APPROVING AND AUTHORIZING THE TOWN MANAGER TO WAIVE CERTAIN DEVELOPMENT FEES ASSOCIATED WITH THE CONSTRUCTION OF THE WINDSOR CHARTER ACADEMY, AND DIRECTING THAT SUCH FEES BE ACCOUNTED FOR AS PROVIDED BY LAW

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

WHEREAS, the Town and its citizens place a high value on public education, including educational programs offered by charter schools organized in compliance with Colorado law; and

WHEREAS, the Windsor Charter Academy, a duly-organized Charter School under the laws of the State of Colorado, proposes to build a school and related facilities within Windsor Commons Subdivision, Third Filing, Lot 1, Block 1 (“School Site”); and

WHEREAS, the owner of the School Site, WCA Holdings, LLC, has requested that the Town consider waivers of certain fees customarily collected in conjunction with the development of land within the Town; and

WHEREAS, the Town Board, having considered the meritorious service to the community anticipated by development of the School Site and having further considered the general public benefit derived from an educated community, desires to approve the waiver of certain development-related fees as set forth herein; and

WHEREAS, the law requires that under these circumstances certain financial accounting must take place to assure the integrity of the funds established by the Town for receipt of development-related fees, so that such fees may be lawfully imposed in all cases; and

WHEREAS, the Town Board wishes to comply with the law in this regard while approving the waiver of certain development-related fees in this particular case.

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

1. The Town Board finds that there is a general public benefit to granting the request by WCA Holdings, LLC, for waiver of certain development-related fees in association with the development of the School Site.

2. The Town Board hereby authorizes the Town Manager to waive the following development-related fees with respect to the Windsor Charter Academy facility proposed for Windsor Commons Subdivision, Third Filing, Lot 1, Block 1:
  - a. Town administrative fees, the amount of which is estimated to be \$4,361.00; and
  - b. Water Plant Investment fees, the amount of which is estimated to be approximately \$42,300.00; and
  - c. Sewer Plant Investment fees, the amount of which is estimated to be approximately \$23,273.00; and
  - d. Storm water drainage New Growth Basin Impact Fee, the amount of which is estimated to be approximately \$17,511.00.
3. The Town Board hereby directs that the Town Manager account for the foregoing waivers through reimbursements out of the Town's Capital Fund or General Fund in like amounts to each of the impact fee funds affected by the waivers authorized in Section 2 (b) through (d) above.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 23<sup>rd</sup> day of February, 2015.

TOWN OF WINDSOR, COLORADO

By: \_\_\_\_\_  
John S. Vazquez, Mayor

ATTEST:

\_\_\_\_\_  
Patti Garcia, Town Clerk

	December 2014				
	<u>Previous Month</u>	<u>Previous Month's Year to Date</u>	<u>Current Month</u>	<u>Year To Date</u>	<u>Y.T.D. 2013</u>
<b>Misdemeanor Complaints</b>					
911 Hang up Calls	9	130	15	145	123
Animal	31	397	26	423	354
Arson	1	4	0	4	2
Assault	3	47	5	52	32
Assist Other Department	14	120	4	124	89
Attempted Suicide	3	15	0	15	13
Checks	0	0	1	1	3
Child Abuse	4	18	1	19	17
Citizen Service	63	664	43	707	673
Civil Complaints	5	92	8	100	113
Contributing Delinq./ Minor	0	0	0	0	0
Crime Against At-Risk Adult	0	2	0	2	0
Criminal Mischief	9	110	11	121	106
Criminal Trespass Premises	2	29	5	34	29
Death	2	16	2	18	13
Drugs	0	35	1	36	66
DUI's	6	57	4	61	100
False Burglar Alarm	21	276	25	301	282
False Imprisonment	0	0	0	0	2
False Reporting	0	1	0	1	0
Found Property	9	127	6	133	128
Harassment	4	102	4	106	120
Indecent Exposure	1	4	0	4	1
A. Curfew	0	3	0	3	5
B. Runaway	3	23	2	25	29
C. Other	6	80	5	85	63
Juvenile Problems (total)	9	106	7	113	98
Liquor Violations	0	13	0	13	92
Lost Property	2	39	3	42	34
Menacing	2	13	0	13	5
MIC / MIP	2	19	1	20	16
Missing Persons	1	26	2	28	21
Obstructing Police	2	10	2	12	10
Obstructing Telephone Service	1	3	1	4	3
Open door	6	70	7	77	32
Ordinance Violations	33	436	18	454	308
Reckless Endangerment	0	0	0	0	1
Repossession	0	0	0	0	0
Sexual Assault	2	14	2	16	7
Sex Offender Violation	1	1	0	1	3
Soliciting	0	11	0	11	12
Suspicious Activity	28	442	25	467	409

	December 2014				
	<u>Previous Month</u>	<u>Previous Month's Year to Date</u>	<u>Current Month</u>	<u>Year To Date</u>	<u>Y.T.D. 2013</u>
<b>Misdemeanor Complaints Cont'd</b>					
Theft	10	149	15	164	120
Theft By Receiving	0	0	0	0	2
Towed - Abandoned	1	16	0	16	5
Towed - Traffic	8	76	12	88	82
Towed (Total)	9	86	12	98	87
Traffic Accidents (total)	36	280	41	321	350
A. Non-injury/Property damage	34	267	35	302	313
B. Injury	1	29	5	34	29
C. Fatal	0	1	0	1	1
D. DUI Accidents	1	11	1	12	9
Underage Possession Marijuana	0	32	1	33	N/A
Vehicle Laws	150	1946	157	2103	2250
Violation of Restraining Order	0	16	2	18	31
Warrants - WPD	0	5	1	6	12
Warrants - Other Department	10	84	4	88	88
Warrants (Total)	10	89	5	94	100
Weapon Violation	0	6	0	6	5
<b>Felony Complaints</b>					
Armed Robbery	0	0	0	0	0
Arrests	3	66	5	71	72
Arson	0	1	0	1	1
Assault	1	6	1	7	20
Attempted Burglary	0	2	0	2	2
Auto Theft	2	8	0	8	3
Burglary	0	25	1	26	39
Checks	0	1	1	2	1
Child abuse	0	0	0	0	2
Child Neglect	0	0	0	0	0
Contrib./Delinq. of Minor	0	0	0	0	0
Criminal Impersonation	0	0	0	0	0
Criminal Mischief	1	14	0	14	31
Criminal Trespass - Dwelling	0	6	1	7	6
Criminal Trespass - Vehicle	2	76	7	83	59
Drugs	0	21	0	21	18
Forgery	0	4	1	5	17
Fraud	8	93	16	109	60
Homicide	0	0	0	0	0
Identity Theft	5	22	1	23	6
Intimidating Witness/Victim	0	0	0	0	0
Menacing	0	6	0	6	4
Recovery of Stolen Vehicle (ALL)	2	7	0	7	3
Robbery	0	0	0	0	1
Sexual Assault	0	0	1	1	0
Tampering with Evidence	0	0	0	0	1
Theft by Receiving	0	0	0	0	0

	<b>December 2014</b>				
	<u>Previous Month</u>	<u>Previous Month's Year to Date</u>	<u>Current Month</u>	<u>Year To Date</u>	<u>Y.T.D. 2013</u>
Theft	1	58	4	62	59
Warrant ( Other Department)	0	23	1	24	8
Weapon Violation	0	0	0	0	1
Adult Arrest	24	242	18	260	340
Juvenile Detentions	3	25	3	28	27
Total Calls for Service	448	5674	438	6112	5906
A. Criminal	258	3217	269	3486	3606
B. Non-Criminal	190	2457	169	2626	2300
Cases Filed (County Penal)	11	167	10	177	133
County Traffic Citations	42	513	47	560	745
Municipal Citation	131	1732	124	1856	1657
A. Traffic	107	1460	110	1570	1466
B. Ordinances	24	272	14	286	193
Warnings	297	3169	191	3360	3641
Juvenile Filings	3	38	2	40	33
Parking Tickets	46	262	34	296	306
Juvenile Notification Forms	14	140	14	154	120
M-1 Holds	12	N/A	2	14	N/A
Misdemeanor Complaints Cleared by Arrest	24	200	14	214	313
Monetary Loss Misdemeanor Complaints	\$2,005	\$24,762	\$4,794	\$29,556	\$13,375
Monetary Recovery Misdemeanor Complaints	\$277	\$5,246	\$450	\$5,696	\$2,616
Felony Complaints Cleared by Arrest	3	66	5	71	72
Monetary Loss Felony Complaints	\$44,300	\$196,414	\$114,182	\$310,596	\$167,802
Monetary Recovery Felony Complaints	\$44,300	\$74,855	\$0	\$74,855	\$12,654

<b>JANUARY 2015</b>			
	<u>Current Month</u>	<u>Year To Date</u>	<u>Y.T.D 2014</u>
<b>Misdemeanor Complaints</b>			
911 Hang up Calls	11	11	13
Animal	22	22	32
Arson	0	0	0
Assault	4	4	5
Assist Other Department	11	11	6
Attempted Suicide	1	1	1
Checks	0	0	0
Child Abuse	1	1	1
Citizen Service	74	74	44
Civil Complaints	12	12	11
Contributing Delinq./ Minor	0	0	0
Crime Against At-Risk Adult	0	0	0
Criminal Mischief	15	15	8
Criminal Trespass Premises	3	3	1
Death	0	0	1
Drugs	4	4	6
DUI's	8	8	4
False Burglar Alarm	25	25	32
False Imprisonment	0	0	0
False Reporting	0	0	0
Found Property	13	13	9
Harassment	6	6	6
Indecent Exposure	1	1	0
A. Curfew	0	0	0
B. Runaway	3	3	1
C. Other	4	4	5
Juvenile Problems (total)	7	7	6
Liquor Violations	0	0	3
Lost Property	3	3	2
Menacing	0	0	1
MIC / MIP	2	2	4
Missing Persons	0	0	3
Obstructing Police	0	0	0
Obstructing Telephone Service	0	0	0
Open door	6	6	2
Ordinance Violations	26	26	49
Reckless Endangerment	0	0	0
Repossession	0	0	0
Sexual Assault	0	0	1
Sex Offender Violation	1	1	0
Soliciting	1	1	0
Suspicious Activity	36	36	46

<b>JANUARY 2015</b>			
	<u>Current Month</u>	<u>Year To Date</u>	<u>Y.T.D 2014</u>
<b>Misdemeanor Complaints Cont'd</b>			
Theft	22	22	13
Theft By Receiving	0	0	0
Towed - Abandoned	0	0	3
Towed - Traffic	8	8	9
Towed (Total)	8	8	12
Traffic Accidents (total)	35	35	38
A. Non-injury/Property damage	33	33	35
B. Injury	1	1	2
C. Fatal	0	0	0
D. DUI Accidents	1	1	1
Underage Possession Marijuana	5	5	5
Vehicle Laws	196	196	140
Violation of Restraining Order	4	4	1
Warrants - WPD	1	1	0
Warrants - Other Department	10	10	10
Warrants (Total)	11	11	10
Weapon Violation	0	0	0
<b>Felony Complaints</b>			
Armed Robbery	0	0	0
Arrests	6	6	7
Arson	0	0	0
Assault	1	1	2
Attempted Burglary	0	0	0
Auto Theft	0	0	1
Burglary	0	0	4
Checks	0	0	0
Child abuse	0	0	0
Child Neglect	0	0	0
Contrib./Delinq. of Minor	0	0	0
Criminal Impersonation	0	0	0
Criminal Mischief	1	1	1
Criminal Trespass - Dwelling	1	1	1
Criminal Trespass - Vehicle	20	20	1
Drugs	0	0	1
Forgery	0	0	0
Fraud	16	16	3
Homicide	0	0	0
Identity Theft	2	2	1
Intimidating Witness/Victim	0	0	0
Menacing	1	1	0
Recovery of Stolen Vehicle (ALL)	0	0	1
Robbery	0	0	0
Sexual Assault	1	1	0
Tampering with Evidence	0	0	0
Theft by Receiving	0	0	0

<b>JANUARY 2015</b>			
	<u>Current Month</u>	<u>Year To Date</u>	<u>Y.T.D 2014</u>
Theft	22	22	4
Warrant ( Other Department)	2	2	3
Weapon Violation	0	0	0
Adult Arrest	25	25	20
Juvenile Detentions	4	4	4
<b>Total Calls for Service</b>	<b>533</b>	<b>533</b>	<b>455</b>
A. Criminal	326	326	242
B. Non-Criminal	207	207	213
		0	
Cases Filed (County Penal)	17	17	13
County Traffic Citations	54	54	53
Municipal Citation	140	140	130
A. Traffic	125	125	95
B. Ordinances	15	15	35
Warnings	286	286	353
Juvenile Filings	0	0	1
Parking Tickets	48	48	15
Juvenile Notification Forms	19	19	12
M-1 Holds	8	8	N/A
Misdemeanor Complaints Cleared by Arrest	23	23	17
Monetary Loss Misdemeanor Complaints	\$7,554	\$7,554	\$578
Monetary Recovery Misdemeanor Complaints	\$88	\$88	\$365
Felony Complaints Cleared by Arrest	6	6	7
Monetary Loss Felony Complaints	\$38,262	\$38,262	\$17,249
Monetary Recovery Felony Complaints	\$0	\$0	\$10,000