



TOWN BOARD REGULAR MEETING
November 9, 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. Weld County Adoption Day Proclamation
6. Public Invited to be Heard
Individuals wishing to participate in Public Invited to be Heard (non-agenda item) are requested to sign up on the form provided in the foyer of the Town Board Chambers. When you are recognized, step to the podium, state your name and address then speak to the Town Board.

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

B. CONSENT CALENDAR

1. Minutes of the October 26, 2015 Regular Town Board Meeting – K. Eucker
2. Resolution No. 2015-67 - A Resolution Approving One No-Surface-Occupancy Oil and Gas Lease, and Related Terms, between the Town of Windsor, Colorado, and Grizzly Petroleum Company, LLC, and Authorizing the Mayor to Execute the same (one small parcel of land totaling 1.07 NET

MINERAL ACRES, all in Section 29, Township 6 North, Range 67 West, in Weld County, Town of Windsor) – I. McCargar/K. Emil

3. Report of Bills for October 2015 - D. Moyer

C. BOARD ACTION

1. Update on Boardwalk Park Band Shell/Pavilion Project
 - Staff presentation: Eric Lucas, Director of Parks, Recreation & Culture
2. Ordinance No. 2015-1510 - An Ordinance Repealing Section 16-9-190 of the *Windsor Municipal Code* Concerning Permit Requirements for Temporary Advertising Intended to Promote Residential Development
 - Second Reading
 - Legislative Action
 - Staff presentation: Ian D. McCargar, Town Attorney
3. Ordinance No. 2015-1511 - An Ordinance of The Town Board of the Town of Windsor, Colorado, Approving a Consolidated Service Plan for the East Fossil Creek Ranch Metropolitan District Nos. 1-2 and Authorizing the Execution of an Intergovernmental Agreement Between the Town and the Districts
 - Second Reading
 - Legislative Action
 - Staff presentation: Ian D. McCargar, Town Attorney; James Mock, Special Metropolitan District Counsel
4. Ordinance No. 2015-1512 – An Ordinance Amending Section 16-27-70 of the *Windsor Municipal Code* and Adopting the New Digitized Weld County Flood Insurance Rate Maps and Flood Insurance Study Pertaining to the Flood Damage Prevention Measures Applicable to Land Use Practices within the Town of Windsor
 - First Reading
 - Legislative Action
 - Staff presentation: Dennis Wagner, Director of Engineering
5. 2016 Budget Update
 - Staff Presentation: Dean Moyer, Director of Finance

D. COMMUNICATIONS

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

E. ADJOURN



National Adoption Day 2015 Proclamation

WHEREAS the City of Windsor, Colorado recognizes the importance of giving children permanent, safe and loving families through adoption; and

WHEREAS, more than 100,000 children in the U.S. foster care system are waiting to be adopted; and

WHEREAS, more than 280 children in Colorado are waiting for permanent families; and

WHEREAS, more than 30 children in the Windsor/Weld County area are waiting for permanent families; and

WHEREAS, to help these children find permanent, nurturing families, the Weld County Department of Human Services and the 19th Judicial District Court will hold a special celebration on Friday, November 20th, 2015 (in association with National Adoption Day on Saturday, November 21st) to finalize the adoptions of local children and join other organizations to celebrate all adoptions; and

WHEREAS, this effort, along with similar celebrations in all 50 states, the District of Columbia, Guam and Puerto Rico will offer children the chance to live with stable and loving families and encourage other dedicated individuals to make a powerful difference in the lives of a child through adoption;

NOW, THEREFORE, I, John S. Vazquez, Mayor of Windsor, Colorado, by virtue of the authority vested in me, do hereby proclaim November 20, 2015 as WELD COUNTY ADOPTION DAY, and November 21, 2015 as NATIONAL ADOPTION DAY in the Town of Windsor, and in so doing, urge all citizens to join in a national effort to raise awareness about the importance of adoption.

John S. Vazquez, Mayor
Windsor, Colorado





TOWN BOARD REGULAR MEETING
October 26, 2015 - 7:00 P.M.
Town Board Chambers
301 Walnut Street, Windsor, CO 80550

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MINUTES

A. CALL TO ORDER

Mayor Vazquez called the regular meeting to order at 7:06 p.m.

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| 1. Roll Call | Mayor
Mayor Pro Tem | John Vazquez
Myles Baker
Christian Morgan
Jeremy Rose
Kristie Melendez
Robert Bishop-Cotner
Ivan Adams |
| | Absent | |

- | | | |
|---------------|--|--|
| Also Present: | Town Manager
Town Attorney
Town Clerk/Assistant to Town Manager
Communications/Assistant to Town Manager
Chief of Police
Director of Planning
Director of Finance
Associate Planner | Kelly Arnold
Ian McCargar
Patti Garcia
Kelly Unger
John Michaels
Scott Ballstadt
Dean Moyer
Josh Olhava |
|---------------|--|--|

2. Pledge of Allegiance
Town Board Member Morgan 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 Bishop-Cotner seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Morgan, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays- None; Motion passed.

1. Board Liaison Reports
- Mayor Pro Tem Baker – Water & Sewer Board; North Front Range/MPO alternate
Mayor Pro Tem Baker had no report.
 - Town Board Member Morgan – Parks, Recreation & Culture; Great Western Trail Authority
Town Board Member Morgan had no report.
 - Town Board Member Melendez – Downtown Development Authority; Chamber of Commerce
Town Board Member Melendez reported there were 1026 kids that come out for trick or treating downtown.

Ms. Melendez reported the DDA, Town of Windsor and the Chamber are preparing for Windsor Wonderland. Also, the DDA approved the budget for 2016 and interviews for the executive director position will take place on November 5, 2015.

- Town Board Member Rose – Clearview Library Board
Town Board Member Rose had no report.
- Town Board Member Bishop-Cotner – Historic Preservation Commission; Planning Commission
Town Board Member Bishop-Cotner reported items from the Planning Commission meeting are on the agenda tonight.
- Town Board Member Adams – Tree Board; Poudre River Trail Corridor Board
Town Board Member Adams reported the Poudre River Trail Corridor Board had their retreat with the majority of the discussion was regarding land acquisition for the trail.
- Mayor Vazquez – Windsor Housing Authority; North Front Range/MPO
Mayor Vazquez had no report.

2. Invited to be Heard

Mayor Vazquez opened the meeting for public comment.

Joi Machmer, 7902 Bayside Drive, Windsor, CO

Ms. Machmer stated she has lived in Country Meadows since 2000. She does not feel car dealerships belong in residential areas and believes car dealerships would be an eyesore in our community.

David Machmer, 7902 Bayside Drive, Windsor, CO

Mr. Machmer stated whatever the decision may be it would set a precedent with what you allow to be next to residential areas.

Tom Croft 4868 Twin Peaks Circle, Windsor, CO

Mr. Croft expressed his concern that car dealerships would greatly change the country feel of the neighborhood. Mr. Croft Urged the board to consider closing the proposed amendment to the IGA.

Diane Howell, 7919 Bayside Drive, Windsor, CO

Ms. Howell thanked the Town Board for hearing the residents' concerns regarding the car dealerships. Ms. Howell pointed out that car dealerships are not permitted in the current IGA and feels there is a good reason for the exclusion.

Earl Pittman, 8413 Cherry Blossom Drive, Windsor, CO

Mr. Pittman thanked the Town Board for all their work with the Pace property as it has been settled.

Jana Anderson- 7930 Bayside Drive, Windsor, Co

Ms. Anderson reported her opposition to car dealerships and feels that is not a good use for the property and feels Windsor will not benefit financial from this project.

Ms. Anderson spoke on behalf of Michelle Thomas, 7914 Bayside Drive, Windsor, CO

Ms. Thomas feels putting a car dealership in that space is a mistake. Car dealerships will not generate income for Windsor and feels a car dealership does not fit into the vision statement for Windsor.

Lauren O'Keefe, 5025 Harvest Moon Circle, Windsor, CO

Ms. O'Keefe stated she was comfortable with list of uses at the time they purchased their home. Ms. O'Keefe feels Dealin Doug is putting up a smoke screen with the LLC when he purchased the land and he also knew what that land was zoned for.

Mayor Vazquez thanked the audience for taking the time to attend the meeting and voice their concerns.

B. CONSENT CALENDAR

1. Minutes of the October 12, 2015 Regular Town Board Meeting – K. Eucker
2. Resolution No. 2015-64 – A Resolution vacating a portion of a utility and drainage easement located in Tract A of the First Replat of Highland Meadows Subdivision 2nd Filing – J. Olhava
Town Board Member Adams motioned to approve the consent calendar as presented; Town Board Member Morgan seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Morgan, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays- None; Motion passed.

C. BOARD ACTION

1. Budget Request Presentation by the Windsor-Severance RE-4 School District

Mr. Arnold stated the school board requested \$150,000 for technological expenses.

Dan Seegmiller Superintendent with the Weld RE-4 School District reported with growing deficits, it is more difficult to maintain buildings and to continue the infrastructure that is needed for the district to educate as it would like. There are 3 action items within the request. These are action items the district feels are very necessary but not attainable this year without support from the town. There is an ongoing need for Chromebook and for our students to be able to access these resources that are available. That also takes infrastructure such as the carts so that the devices are portable, able to be recharged and protected as well. Also, the wireless coverage has been difficult to maintain with more devices are coming onto the network. With the significant power outages that have been an issue, the district would like to allow the schools to maintain systems in the event of an emergency.

Mr. Bishop-Cotner inquired about the second request on the access points and wiring as the request is for \$73,000 but according to calculations, it is actually \$72,200.

Trevor Timmons, Director of Technology and Information Services with the Windsor-Severance RE-4 school district stated the number was rounded to make an even number.

Mr. Bishop-Cotner inquired on how the purchased 600 Chromebook are being stored with five carts down.

Mr. Timmons stated the schools already purchased several carts so they are already on their way to the schools.

Mr. Adams inquired if the kids are benefiting from the technology.

Mr. Timmons stated a laptop with a trimmed down operating system like Google has brought technology down to be more affordable. A Chromebook can be put into the classroom at \$200 each compared to a full pc laptop at a minimum of \$500-\$600. The Chromebooks have allowed the district to go from a ratio of 1 computer to every 16 students and now 1 computer to every 2 or 3 students. In looking at data, behavior rates, in regards to referrals of sending kids to the office have dropped significantly. Also, standardized assessments have shown students in 1 to 1 Chromebook classrooms have outscored their peers that were in non-Chromebook classes.

Mr. Baker inquired if future technological expenses will be included in the next bond issue as this is not going to be an ongoing benefit.

Mr. Seegmiller stated that is currently being evaluated.

Mr. Morgan inquired if there was a plan is for maintenance in school buildings.

Mr. Seegmiller stated out of the items that the request could have been used for the school district felt technology was the greater immediate impact.

Ms. Melendez inquired if the request will benefit all schools in the district.

Mr. Seegmiller stated the request will benefit all schools in the district.

Mr. Arnold inquired if the Town Board would like invoices or anything from the school district as a final package submittal for reimbursement. Mr. Arnold could review the information and if the information meets criteria, then the check would be issued and not come back to the Town Board for further approval.

Ms. Melendez stated historically other individuals that have made a request provide documentation and believes it would be good fiscal protocol.

2. Ordinance No. 2015-1507 - Amending Section 18-10-10 of the Windsor Municipal Code with respect to minimum standards governing the planning, laying out and installing or the making of additions, alterations and repairs in the installation of wiring apparatus and equipment for electric light, heat and power within the Town of Windsor
Super-majority vote required for adoption on second reading
 - Second reading
 - Legislative action
 - Staff presentation: Scott Ballstadt, Director of Planning

Town Board Member Melendez motioned to approve ordinance No. 2015-1507 - Amending Section 18-10-10 of the Windsor Municipal Code with respect to minimum standards governing the planning, laying out and installing or the making of additions, alterations and repairs in the installation of wiring apparatus and equipment for electric light, heat and power within the Town of Windsor; Town Board Member Bishop-Cotner seconded the motion.

Director of Planning Scott Ballstadt stated in 2013 the Town adopted the 2012 International Building Codes by reference and concurrently adopted the 2011 National Electrical Code (NEC) by reference in Section 18-10-10 of the Municipal Code. However, the Colorado State Electrical Board requires municipalities to enforce the most current electrical code as adopted by the state, which is currently the 2014 NEC. Therefore, the reference in the Municipal Code is currently dated and the proposed ordinance will correct this by excluding the reference to a specific edition of the code.

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

3. Ordinance No. 2015-1508 - Amending Section 18-3-10 of the Windsor Municipal Code with respect to exceptions for building permit issuance within the Town of Windsor
Super-majority vote required for adoption on second reading
- Second reading
 - Legislative action
 - Staff presentation: Scott Ballstadt, Director of Planning

Town Board Member Melendez motioned to approve Ordinance No. 2015-1508 - Amending Section 18-3-10 of the Windsor Municipal Code with respect to exceptions for building permit issuance within the Town of Windsor; Town Board Member Bishop-Cotner seconded the motion.

Director of Planning Scott Ballstadt stated the proposed ordinance will correct conflicting building height allowances in the Municipal Code. Section 16-8-30 of the Municipal Code zoning regulations allows for accessory buildings no larger than one hundred twenty (120) square feet and no taller than eight (8) feet in height to be installed without requiring a building permit. However, when the Town approved Ordinance No. 2013-1452 adopting Windsor's amendments to the building codes, the amendments referring to storage sheds exempt from building permits differed between the IBC and the International Residential Code (IRC). While the IBC amendment refers to a height of eight (8) feet, the IRC amendment refers to a height of ten (10) feet. Therefore, this ordinance will simply update Section 18-3-10 to refer to a maximum roof height of eight (8) feet to be consistent with Sections 16-8-30 and 18-2-10 of the Municipal Code.

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

4. Ordinance No. 2015-1509 - An Ordinance Repealing Article 9.5 of Chapter 16 of the Windsor Municipal Code Concerning Election and Ideological Signs
Super-majority vote required for adoption on second reading
- *Second Reading*
 - Legislative action
 - Staff presentation: Ian D. McCargar, Town Attorney

Town Board Member Adams motioned to approve Ordinance No. 2015-1509 - An Ordinance Repealing Article 9.5 of Chapter 16 of the Windsor Municipal Code Concerning Election and Ideological Signs; Town Board Member Bishop-Cotner seconded the motion.

Town Attorney Ian McCargar stated in light of recent case law out of the United States Supreme Court, we are recommending repeal of the Town's Election Sign Code, adopted in 2009 and codified in Article 9.5 of Chapter 16. The Election Sign Code clarified our regulation of a particular type of signage, the intent of which was to provide guidance to the community. Considering that our Election Sign Code is entirely driven by the content of the sign (election messages, ideological messages), we are recommending repeal of this portion of Chapter 16.

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

5. Ordinance No. 2015-1510 - An Ordinance Repealing Section 16-9-190 of the Windsor Municipal Code Concerning Permit Requirements for Temporary Advertising Intended to Promote Residential Development
 - First Reading
 - Legislative Action
 - Staff presentation: Ian D. McCargar, Town Attorney

Town Board Member Melendez motioned to approve Ordinance No. 2015-1510 - An Ordinance Repealing Section 16-9-190 of the Windsor Municipal Code Concerning Permit Requirements for Temporary Advertising Intended to Promote; Mayor Pro Tem Baker seconded the motion.

Town Attorney Ian McCargar stated the attached Ordinance Repealing Section 16-9-190 of the Windsor Municipal Code Concerning Permit Requirements for Temporary Advertising Intended to Promote Residential Development is a companion to Item C-3, and is presented for the same reason. Aside from having limited relevance in the current economic climate, the content-based nature of this regulation runs afoul of the Supreme Court's decision. In order to preserve the remainder of our sign code, the repeal of the residential lot sales language is advised.

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

6. Ordinance No. 2015-1511 - An Ordinance of The Town Board of the Town of Windsor, Colorado, Approving a Consolidated Service Plan for the East Fossil Creek Ranch Metropolitan District Nos. 1-2 and Authorizing the Execution of an Intergovernmental Agreement Between the Town and the Districts
 - First Reading
 - Legislative Action
 - Staff presentation: Ian D. McCargar, Town Attorney; James Mock, Special Metropolitan District Counsel

Mayor Pro Tem Baker motioned to approve Ordinance No. 2015-1511 - An Ordinance of The Town Board of the Town of Windsor, Colorado, Approving a Consolidated Service Plan for the

East Fossil Creek Ranch Metropolitan District Nos. 1-2 and Authorizing the Execution of an Intergovernmental Agreement between the Town and the Districts; Town Board Member Bishop-Cotner seconded the motion.

Town Attorney Ian McCargar stated this is the first service plan review under the new model service plan. If the Town Board approves the creation of the district, a court order issued in Larimer County will ultimately create the district.

Attorney Jim Mock stated a lot of time was spent going over the model and the serve plan before you complies with the model service plan. There were a few minor technical adjustments which make it mutually better for the districts and the town.

Applicant's representative Dave Greher stated this was the first metropolitan district in Windsor that he has worked on. Mr. Greer stated the current process was extremely easy in comparison to other municipalities. There were a few minor adjustments that were easily rectified.

Mr. Baker inquired about the information on page 17 of the service plan that referred to the debt mill levy that may not exceed 34 mills then the next paragraph the operations and maintenance mill levy shall not exceed 39 mills.

Mr. Mock stated it is a total of 39 mills combined.

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

7. Continuation from the October 12, 2015 Public Hearing – Conditional Use Grant to allow temporary agricultural uses for seasonal cattle grazing in the General Commercial (GC) zone district, located at 8420 SE Frontage Road – Doug Moreland, Manager, Downsmore, LLC., applicant
 - Staff presentation: Josh Olhava, Associate Planner

Mr. Bishop-Cotner stated:

“Mr. Mayor, for the record, I would like to point out that in my capacity as Town Board liaison to the Planning Commission, I was present at the Planning Commission meeting during which this matter was previously presented. I wish to state that my participation in the Planning Commission proceedings has in no way influenced me in my capacity as a Town Board Member this evening. I will make my decision and cast my vote this evening based solely on the evidence presented during this public hearing.”

Town Board Member Melendez motioned to reopen the public hearing; Town Board Member Bishop-Cotner seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays- None; Motion passed.

Associate Planner Josh Olhava stated the applicant, Mr. Doug Moreland, is requesting a Conditional Use Grant (CUG) to allow temporary seasonal cattle grazing to occur at the subject property, 8420 SE Frontage Road. The property encompasses approximately 60 acres and is zoned General Commercial (GC) and is located within the Corridor Activity Center (CAC), as

identified in the Town's Intergovernmental Agreement with the City of Fort Collins pertaining to development of the I-25/SH 392 interchange.

The applicant's proposal includes:

- approximately fifteen (15) animal units on approximately 60 acres;
- a domestic water tank for the cattle; and
- the use of cattle grazing on the property for approximately four (4) months per year.

At the October 7th and 12th Planning Commission and Town Board meetings, neither the applicant nor a representative was present to answer questions and concerns raised during the public hearing.

Neither the Comprehensive Plan nor the Vision 2015 document address the specific conditions of the conditional use grant request.

At their October 21, 2015 meeting the Planning Commission forwarded a recommendation of approval of the Conditional Use Grant subject to the following conditions and staff concurs with the recommendation:

1. There shall be no more than fifteen (15) animal units allowed on the property at any one time;
2. The property owner shall erect and maintain a temporary perimeter fence to contain the animals and to protect neighboring property owner fences from livestock damage;
3. The temporary perimeter fence is permitted to be barbed wire, specifically for this conditional use on the property and shall not exceed four (4) feet in height;
4. The conditional use grant shall expire three (3) years from the date of Town Board approval;
5. All noxious weeds shall be eradicated in accordance with the Colorado Noxious Weed Act and Larimer County Weed District;
and
6. The property shall be maintained and remain in compliance with the Chapter 7 of the Town of Windsor Municipal Code regarding nuisances or the CUG may be revoked by the Town Board.

Mr. Baker inquired if the CUG could be reviewed after one year if it becomes too obnoxious.

Mr. Olhava stated the way it is written is that if the property does not remain in compliance with the nuisance part of the code that it could come back before the Town Board.

Mr. McCargar stated if the Town Board would like to review the CUG more frequently, that condition could be added to the conditions.

Mr. Adams inquired to if the phrase "may be revoked" is strong enough for what was heard at the last public hearing.

Mr. Olhava stated the reason it is worded that way was in case it was brought back before the Town Board, it was at the discretion of the Town Board to make the decision to revoke the CUG.

Mr. McCargar stated if additional information is needed on the topic now would be the time to inquire into it. If changes to the conditions of approval are requested, that can be done in the next agenda item.

Mr. Vazquez commented using the term like shall be as opposed to may be gives a predetermine outcome. Mr. Vazquez believes that decision should be at the discretion of the Town Board as there may be extenuating circumstances or something that may have caused a temporary non-compliance situation which doesn't call for a revocation.

Mr. McCargar stated a CUG can be revoked but it may only be revoked based on evidence so even though the language is shall, a future board after hearing evidence at a public hearing would have to decide whether a violation occurred or not and that again vests in their judgement weather to revoke or not.

Mr. Vazquez commented the word shall could create an adversary situations in the future whereas maybe still leaves it up to the discretion of the board.

Mr. Morgan inquired about the applicant's timeframe for grazing; seems to be limiting the use of the land to 4 months a year but the recommendation would be approving 12 months of use and there is not a time frame reference in the conditions of approval.

Mr. Olhava stated that is correct.

Mr. Morgan inquired if there was a specific reason it was at 4 months.

Mr. Olhava stated that was what the applicant stated. At the Planning Commission meeting, it was asked what 4 months of the year it was be utilized and the representative did not have an answer.

Mr. Rose inquired if the CUG was denied, what would be the responsibility to the property owner without the CUG in place.

Mr. Olhava stated it would still fall under the nuisance code and the weeds would need to be maintained.

Mr. Rose inquired if staff have a position on the current status of the land with regard to weed management.

Mr. Olhava stated there was a complaint about the weeds on the site and when code enforcement went out they contacted the property owner; shortly after they moved cattle onto the property. The owner was notified of the CUG process to be allowed to graze cattle.

Craig Hau, The Group Inc., representative for applicant stated the applicant is satisfied with the six requirements for cattle grazing. There was a misunderstanding after the property was acquired since the property historically has been a farm. Soon after the land was purchased, code enforcement contacted Mr. Howell's office regarding the weeds. Most of the weeds are on the east side of the property.

Mr. Vazquez inquired about the duration and timeframe of the grazing.

Mr. Howell stated the property is not flood irrigated and has not had it been tilled so it is just pasture ground. The ground is subject to rainfall in the spring. Most years it would be April – July but if it is a late rain season it could be May – August.

Mr. Vazquez commented for clarification this CUG is for grazing rights and not for feedlot rights so hay cannot be imported and the cattle feed on the property.

Mr. Bishop-Cotner inquired if the cattle are presently on the land.

Mr. Howell stated they are not.

Mr. Olhava stated the cattle were removed from the property but during public comment at the Planning Commission meeting an individual mentioned there were cattle back on the land but that has not been confirmed.

Dallas Horton a resident of Fossil Creek Meadows commented that he is in favor of the CUG.

Town Board Member Adams motioned to close the public hearing; Town Board Member Melendez seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays- None; Motion passed.

8. Continuation from October 12, 2015 – Conditional Use Grant to allow temporary agricultural uses for seasonal cattle grazing in the General Commercial (GC) zone district, located at 8420 SE Frontage Road – Doug Moreland, Manager, Downsmore, LLC., applicant
 - Quasi-judicial action
 - Staff presentation: Josh Olhava, Associate Planner

Town Board Member Melendez motioned to approve the Conditional Use Grant as presented; Mayor Pro Tem Baker seconded the motion.

Mr. Olhava had nothing further to add.

Mr. McCargar clarified the record stating the motion assumes an approval of a conditional use grant subject to the six conditions as presented by staff. The issue about whether to confine the conditional use grant and the grazing that may take place under it to a fixed period of time is not in those conditions. If there is consensus to modify the conditions, that should be discussed and the record made clear.

Mr. Morgan stated he is comfortable with not adding a fixed time frame to the CUG.

Mr. Baker stated he preferred having the four month time frame added to the CUG.

Ms. Melendez stated she is opposed to adding time frame language as it could complicate the CUG in the future.

Mr. Vazquez stated he would be reluctant to add the verbiage regarding a time frame also.

Mr. McCargar stated if the Town Board wants to add a one year review; it is recommended a motion to amend the pending motion to add a review period.

Mr. Vazquez inquired if expiration dates are placed on other CUG's.

Mr. McCargar stated there have been some.

Mr. Rose commented that if the conditions are not being met, citizens will notify town hall and if those complaints are not resolved, the citizens will come back to the board to take action on.

Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Rose, Melendez, Adams, Vazquez; Nays- Bishop-Cotner; Motion passed.

9. Public Hearing – Final Major Subdivision – Highland Meadows Golf Course Subdivision 12th Filing – Jon Turner, applicant/ Jason Sherrill, Landmark Homes, applicant's representative
- Staff presentation: Josh Olhava, Associate Planner

Town Board Member Melendez motioned to open the public hearing; Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays- None; Motion passed.

Associate Planner Josh Olhava stated the applicant, Mr. Jon Turner, represented by Mr. Jason Sherrill has submitted a final major subdivision plat, known as Highland Meadows Golf Course Subdivision 12th Filing. The subdivision encompasses approximately 7.5 acres and is zoned Residential Mixed Use (RMU). A total of 8 building envelopes are being platted, along with HOA maintained open space, private drives and a park tract within the site. The site will include up to 96 attached, residential units, to be reviewed as the following site plan agenda item.

The applicant held a neighborhood meeting on October 8, 2014 in accordance with Chapter 16, Article XXXI of the Municipal Code. There was 1 neighbor in attendance. No major concerns or issues were raised during that meeting. The discussion included an overview of the project, anticipated timeframes for development and general planning questions. The applicant received Preliminary Plat approval at the July 1, 2015 Planning Commission meeting and on October 21, 2015, the Planning Commission held a public hearing prior to providing their recommendation on the project.

The application is consistent with various elements of the Comprehensive Plan as well as the Vision 2025 document.

At their October 21, 2015 meeting, the Planning Commission forwarded to the Town Board a recommendation of approval of the final major subdivision and Resolution No. 2015-65 as presented, subject to the following condition, and staff concurs with this recommendation:

1. All remaining subdivision requirements shall be addressed prior to recordation.

Mr. Arnold inquired what the building standards are for the private drives.

Mr. Olhava stated the private drives are HOA maintained. The details for the private drives may be included in the site plan.

Mr. Arnold inquired if the plat would need to be amended if the HOA requested the town take the streets on as public streets.

Mr. Olhava stated that is correct.

Mr. Vazquez inquired who will be doing what if the HOA becomes dysfunctional.

Mr. McCargar stated in the development agreement, an expectation that to the extent improvements are not dedicated to the town for maintenance but they will be maintained. Given that expectation if they are not being maintained then in theory the developer is in breach of the agreement and the town would have the ability to force some sort of compliance with the agreement.

Mr. Sherrill referenced the design standards stating there were soils tests that were provided and the civil engineer provided specific drawings on how things would be constructed and they will be constructed per those standards. The declarant of the HOA will remain as the declarant until all improvements are completed and all plans are constructed per the approved plans. After that, the Colorado Common Owners Interest Act requires the property managers to provide budgets and provide reserve studies to manage future maintenance needs with improved regulations that previous associations didn't have.

Mr. Vazquez inquired about the warranty period on the infrastructure.

Mr. Sherrill stated the warranty will follow the Colorado State Statutes that puts the responsibility on the developer for seven years on not just the buildings but also the improvements that they are constructing.

Mr. Vazquez inquired if the private drives are an option as roadway standards cannot be met if there was a dedicated right of way.

Mr. Sherrill stated if you were to apply your typical roadway standards in the subsequent right of way, you start to lose the things that we try to strive for in a planning sense to create side wakes and pocket parks and so forth so when streets are wider than necessary for an ally to serve a 12 unit building. Designing for private drives allows us the flexibility to add more landscaping and more amenities that the homeowners actually want as opposed to this major separation that would be required to accommodate a right of way.

Mr. Baker inquired if this area will be age restricted.

Mr. Sherrill stated tract H is not age restricted.

Mr. Adams inquired if he was the declarant right now.

Mr. Sherrill stated once we are approved and the HOA is established we would be the declarant.

Town Board Member Melendez motioned to close the public hearing; Town Board Member Morgan seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays- None; Motion passed.

10. Resolution No. 2015-65 – A Resolution Approving the Final Major Subdivision – Highland Meadows Golf Course Subdivision 12th Filing – Jon Turner, applicant/ Jason Sherrill, Landmark Homes, applicant’s representative

- Quasi-judicial action
- Staff presentation: Josh Olhava, Associate Planner

Mayor Pro Tem Baker motioned to approve Resolution No 2015-65; Town Board Member Morgan seconded the motion.

Mr. Olhava had nothing further to add.

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

11. Resolution No. 2015-66 – A Resolution Approving the Final Site Plan – Highland Meadows Golf Course Subdivision 12th Filing – Site Plan – Jon Turner, applicant/ Jason Sherrill, Landmark Homes, applicant’s representative

- Quasi-judicial action
- Staff presentation: Josh Olhava, Associate Planner

Town Board Member Melendez motioned to approve Resolution No 2015-66; Mayor Pro Tem Baker seconded the motion.

Associate Planner Josh Olhava stated the applicant, Mr. Jon Turner, represented by Mr. Jason Sherrill has submitted a site plan, known as Highland Meadows Golf Course Subdivision 12th Filing Site Plan. The site plan encompasses approximately 7.5 acres and is zoned Residential Mixed Use (RMU). The site will include up to 96 attached, residential units, in 8 building envelopes. The private drives and open spaces will be managed by the HOA.

Site characteristics include:

- attached single-stall garages for each unit;
- single car parking spaces on the driveway for each unit;
- 39 additional parking spaces throughout the site;
- a neighborhood/HOA maintained park; and
- numerous sidewalks and trails throughout the site.

The sidewalks and trails create inter and intra connectivity throughout the neighborhood. In addition, open spaces and landscaping elements provide pedestrian environments throughout the site. The building facades include lap siding, straight edge shingle siding and manufactured stone veneer. Additional site details can be found in the enclosed staff PowerPoint.

The application is consistent with various goals of the Comprehensive Plan as well as the Vision 2025 document.

At their October 21, 2015 meeting, the Planning Commission forward to the Town Board a recommendation of approval of the final site plan and Resolution No. 2015-66 as presented, subject to the following conditions, and staff concurs with this recommendation:

1. All remaining comments shall be addressed prior to submitting mylars.

Mr. Vazquez inquired as to why this site plan was not approved administratively.

Mr. McCargar stated the attached nature of the product requires resolution approval because of the residential land use.

Mr. Adams inquired how staff considers school needs.

Mr. Olhava stated every residential project subdivision including multi-family site plans are sent to the school district as a referral agency and they provide a response letter.

Mr. Arnold inquired if there are phasing elements.

Mr. Sherrill stated first the underground construction will all be completed; alleyways that were not associated with the loop will be constructed as the buildings are constructed and the landscape perimeter to each individual building will be constructed as the project is built up.

Mr. Arnold inquired when the park will be build.

Mr. Sherrill stated it will be built at about 50% of completion.

Mr. Arnold inquired if buildings 1, 2, and 3, are that the order they will be built.

Mr. Sherrill stated not necessarily.

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

12. Financial Report

- Staff presentation: Dean Moyer, Director of Finance

Director of Finance Dean Moyer provided and overview of the financial report included in the Town Board Packet.

- Sales tax collections of the 3.2% sales tax for September was \$624,626.
- September 2015 year-to-date gross sales tax increased 4.24% from September 2014.
- Construction use tax through September is at 78.2% of the annual budget.
- 36 business licenses were issued in September, of which 23 were sales tax vendors.
- Single Family Residential building permits total 239 through September; up from 192 in September of 2014.
- CRC expansion sales tax surpasses budget requirements for the 8th consecutive month.

D. COMMUNICATIONS

1. Communications from the Town Attorney
Mr. McCargar reminded the Town Board of the executive session scheduled tonight.
2. Communications from Town Staff
Ms. Unger stated the state legislative breakfast is scheduled for December 3, 2015 at 7:00 a. m.
3. Communications from the Town Manager
None.
4. Communications from Town Board Members
Mr. Vazquez wished Windsor school athletics good luck.

E. EXECUTIVE SESSION

An executive session pursuant to C.R.S. § 24-6-402 (4) (b) to confer with the Town Attorney for the purposes of receiving legal advice on specific legal questions concerning the Intergovernmental Agreement with Fort Collins (I-25/Highway 392 Interchange) I. McCargar

Town Board Member Melendez motioned to go into executive session pursuant to C.R.S. § 24-6-402 (4) (b) to confer with the Town Attorney for the purposes of receiving legal advice on specific legal questions concerning the Intergovernmental Agreement with Fort Collins (I-25/Highway 392 Interchange); Mayor Pro-Tem Baker seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Morgan, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays – None. Motion passed.

Upon a motion duly made, the Town Board returned to the regular meeting at 9:28 p.m.

The Executive Session was closed and the Town Board returned to the Regular Meeting.

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 at 9:29 p.m.

F. ADJOURN

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

The meeting was adjourned at 9:29 p.m.

Krystal Eucker, Deputy Town Clerk



MEMORANDUM

Date: November 9, 2015
To: Mayor and Town Board
Via: Regular meeting materials, November 9, 2015
From: Kimberly Emil, Assistant Town Attorney
Re: Approval of Oil and Gas Lease for a single 1.07 acre parcel of land with Grizzly Petroleum Company, LLC
Item #: B.2

Background / Discussion:

Lind, Ottenhoff and Root was contacted by Grizzly Petroleum Company, LLC (“Grizzly”) (a subsidiary of Great Western Oil and Gas Company, LLC) to review and present to the Town a proposed Oil and Gas Lease covering one parcel of land located in Section 29, Township 6 North, Range 67 West, of the 6th P.M. in Weld County Colorado, specifically, Tract B of the Mountain View Subdivision.

This is a No Surface Occupancy lease and the acreage is part of a drilling program by Grizzly Petroleum Company, LLC. Grizzly already has leases for the other adjoining lands. The significant terms of this lease are for a three (3) year lease, paying a royalty of 20%, a \$3500.00 per net mineral acre bonus for a total bonus of 3,745.00.

Recommendation:

Approve the attached Oil and Gas Lease and authorize the Mayor to sign the agreement.

Attachments:

Resolution Approving Oil and Gas Lease
Oil and Gas Lease
Recommendation letter from Kenneth Lind, of Lind Ottenhoff & Root, LLP, dated October 28, 2015
Letter from Elk River Land Services, LLC dated October 6, 2015
Order of Payment
W-9
Plat map showing the specific Parcel and location

TOWN OF WINDSOR

RESOLUTION NO. 2015-67

A RESOLUTION APPROVING ONE NO-SURFACE-OCCUPANCY OIL AND GAS LEASE, AND RELATED TERMS, BETWEEN THE TOWN OF WINDSOR, COLORADO, AND GRIZZLY PETROLEUM COMPANY, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME (one small parcel of land totaling 1.07 NET MINERAL ACRES, all in Section 29, Township 6 North, Range 67 West, in Weld County, Town of Windsor).

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

WHEREAS, the Town is the owner of certain mineral interests located beneath Town-owned property within Section 29, Township 6 North, Range 67 West, 6th P.M, Weld County, Colorado; and

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

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

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

WHEREAS, Grizzly Petroleum Company, LLC ("Grizzly") has approached the Town with terms and conditions for the leasing of Town-owned oil and gas rights beneath Town-owned property, consisting of approximately 1.07 net mineral acres; and

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

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

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

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

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

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

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

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

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 9th day of November, 2015.

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

OIL AND GAS LEASE

THIS AGREEMENT, dated the 15th of July, 2015, effective July 6, 2012, made and entered into by and between Town of Windsor, a Colorado Municipal Corporation, whose address is 301 Walnut St., Windsor, Colorado 80550, hereinafter called Lessor (whether one or more) and GRIZZLY PETROLEUM COMPANY, LLC, whose address is 1801 Broadway, Ste 500, Denver, Colorado 80202, hereinafter called Lessee.

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE (\$10.00+) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, (hereinafter "oil or gas"), and to produce, save, market and take care of said products, being all the certain tract(s) of land situated in the County of Weld, State of Colorado, described as follows, to-wit:

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

Section 29: That part of the NE/4NE/4 described in a Quit Claim Deed recorded April 5, 1966 in Book 565 at Reception No. 1486952 as follows: Beginning at a point from which the Northeast corner of said Sec. 29 bears North 86°05' East, 856.65 feet, which point lies in the South right-of-way line of the County highway; thence along said South right-of-way line South 87°59' West, 185.30 feet to a point marked by an iron pin; thence by chords and distances along an irregular curve to the left and along said right-of-way line as follows: South 61°21' West, 50.00 feet, South 44°51' West 50.00 feet, South 34°55' West, 50.00 feet, South 29°24' West, 50.00 feet, South 25°31' West 50.00 feet, South 23°50' West 50.00 feet, South 22°14' West, 50.00 feet, South 19°49' West 50.00 feet, South 16°05' West 50.00 feet, South 3°30' West 121.70 feet to a point marked by an iron pin; thence in a Northeasterly direction and in a variable curve to the right forming a new right-of-way line by chords and distances as follows: North 16°59' East 50.00 feet, North 19°40' East 50.00 feet, North 22°05' East 50.00 feet, North 23°37' East 50.00 feet, North 28°24' East 50.00 feet, North 36°17' East, 50.00 feet, North 46°25' East 50.00 feet, North 54°43' East 50.00 feet, North 64°10' East 50.00 feet, North 74°14' East 50.00 feet, North 78°19' East 50.00 feet, North 80°03' East 50.00 feet to the point of beginning, Weld County, Colorado

Containing 1.07 acres, more or less.

Notwithstanding anything to the contrary contained in this lease, it is expressly understood and agreed that Lessee shall have no right hereunder to enter upon the surface of the leased premises to conduct its operations.

1. It is agreed that this lease shall remain in force for a term of **Three (3) years** from the effective date of July 6, 2012, and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of any dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled there-with.

In the event a well or wells is drilled and completed on the lands, or on the lands pooled therewith, for the purpose of developing coalbed gas, the word "Operations" shall mean, in addition to those matters covered in the preceding paragraphs: (1) Operations of said wells to remove water or other substances from the coalbed, or to dispose of such water or other substances, even though such operations may not result in the production of hydrocarbons in paying quantities, or (2) shutting-in or otherwise discontinuing production from said wells to allow for surface or underground mining affecting the drillsite or wellbore.

2. This is a PAID-UP LEASE requiring no payment of rentals during the primary term. Unless otherwise stated herein, in consideration of the initial cash payment for entering this Lease, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any Operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal **twenty percent (20.00%)** part of all oil and other liquid hydrocarbons produced and saved from the leased premises.

2nd To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, **twenty percent (20.00%)** of the net proceeds derived from such sale, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **twenty percent (20.00%)** of such gas and casinghead gas, Lessor's interest, in either case, to bear **twenty percent (20.00%)** of the cost of compressing, dehydrating and otherwise treating such gas or casinghead gas to render it marketable or usable and **twenty percent (20.00%)** of the cost of gathering and transporting such gas and casinghead gas from the mouth of the well to the point of sale or use on Lessor's property. The term "net proceeds" shall mean after deduction of Lessor's proportionate share of the costs enumerated above.

3rd To pay Lessor for gas produced from any well and used off the premises or in the manufacture of gasoline or any other product, a royalty of **twenty percent (20.00%)** of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where oil or gas from a well capable of producing oil or gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that oil

or gas is being produced within the meaning of this lease. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operations thereon.

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

6. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth.

7. No well shall be drilled nearer than 200 feet from any improvement on the premises without the prior written consent of Lessor, which shall be set out under a Surface Use Agreement to be agreed to by the parties prior to any surface use by the Lessee.

8. Lessee shall pay for damages caused by Lessee's operations on said land.

9. Lessee shall have the right at any time to remove all machinery and fixtures placed on premises, including the right to draw and remove casing.

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

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

12. WARRANTY OF TITLE. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor. If Lessee exercises such option, Lessee shall be subrogated to the rights of the holder thereof, and the undersigned Lessor, for itself and its heirs, successors and assigns, hereby surrenders and releases all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

13. When operations or production are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to furnish transport or furnish facilities for transportation or lack of market in the field for the minerals produced, or as a result of any cause whatsoever beyond the reasonable control of Lessee, the time of such delay or interruption shall not be counted against Lessee and this lease shall remain in force during such delay or interruption and for ninety (90) days thereafter, anything in this lease to the contrary notwithstanding.

14. Lessor hereby agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessor, for itself and its heirs, successors and assigns, hereby surrenders and releases all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

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

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

By: _____
John S. Vazquez, Mayor

Attest: _____
Patti Garcia, Town Clerk

STATE OF Colorado)
) ss
COUNTY OF Weld)

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of November, 2015, personally appeared John S. Vazquez as Mayor of The Town of Windsor, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

Notary Public

My Commission Expires _____

Date: October 28, 2015
To: Kelly Arnold; Ian McCargar, Town Attorney
From: Kenneth F. Lind, Esq., Special Counsel for Oil and Gas Matters
Re: One Proposed Oil and Gas Lease for a single 1.07 acre parcel of land with Grizzly Petroleum Company, LLC.

Proposed Oil and Gas Lease:

Our law firm was contacted by Grizzly Petroleum Company, LLC (a subsidiary or wholly owned Company of Great Western Oil and Gas Company, LLC) to review and present to the Town of Windsor a proposed Oil and Gas Lease. The Lease covers one parcel of land located in Section 29, Township 6 North, Range 67 West, of the 6th P.M. in Weld County, Colorado specifically being Tract B of the Mountain View Subdivision.

The significant terms of the Lease are as follows:

1. Primary Term: three (3) years;
2. Lease royalty: 20%;
3. Bonus consideration: \$3,500.00 per net mineral acre;
4. The net mineral acreage: 1.07 acres;
5. Initial bonus payment: \$3,745.00;
6. Surface use: This Lease is a “No Surface Occupancy” Oil and Gas Lease prohibiting all activities of any type regarding oil and gas development upon the surface of the subject properties;
7. Development plan: This acreage is part of a drilling program by Grizzly Petroleum Company, LLC which involves the Town of Windsor and land in and near the Mountain View Subdivision.

Comments on Proposed Oil and Gas Leases:

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

1. This Lease is generally considered as a “clean up” Lease as it covers only one small parcel of land in the vicinity of the Riverbend Subdivision. Other adjoining lands are in the subject of prior Leases entered into between the Town of Windsor and Grizzly.
2. The original offer made for the subject property was made on July 15, 2015 with a Five Hundred Dollar (\$500) per acre bonus and fifteen percent (15%) landowner royalty. Additionally, the proposed lease form had language that was different than prior approved leases that had been entered into between the Town and Grizzly. Based upon those three factors I rejected the July 15, 2015 offer and entered into negotiations with a Contract Landman from Elk River Land Services working on behalf of Grizzly Petroleum. Over the next two months the negotiations were successful as the bonus increased from Five Hundred Dollars (\$500.00) per acre to Three Thousand Five Hundred Dollars (\$3,500.00) per acre, the royalty interest was increased from fifteen percent (15%) to twenty percent (20%), and the lease form was changed to match prior leases. Due to these negotiations, the royalty is the same as prior leases between the Town and Grizzly and the bonus money matches the most recent lease entered into between the Town of Windsor and Grizzly which is higher than prior leases.
3. Our law firm has not been contacted by any other company due to the small amount of land involved with this Lease and its location.
4. Additionally, by execution of this Lease, the Town will not be considered a non-consent mineral owner and subject to all of the negative aspects of forced pooling. The proposed Lease is substantially better in all aspects than being force pooled.
5. Grizzly Petroleum Company, LLC is associated with Great Western Oil and Gas Company, LLC which is involved with numerous oil and gas operations in and around the Town of Windsor.

Recommendation:

Approval of Oil and Gas Lease.

Attachments:

Letter from Elk River Land Services, LLC dated October 6, 2015 and providing additional information for this Oil and Gas Lease;

Proposed Town of Windsor Lease for the Parcel in Section 29;

Plat map showing the specific Parcel and location;

Resolution No. 2015-_____;

Order of Payment

Form W-9

Yours very truly,

LIND, OTTENHOFF & ROOT LLP


Kenneth F. Lind



ELK RIVER LAND SERVICES, LLC.

Elk River Land Services, LLC
767 Skinner Gulch Rd.
Loveland, Co. 80537

Chris Heller
Contract Landman
970-342-9222 Cell
970-667-7470 Office
hellerland@gmail.com

October 6, 2015

Town of Windsor
c/o John Vazquez, Mayor
301 Walnut Street
P.O. Box 627
Windsor, Colorado 80550

RE: Offer to Lease Mineral Interest
T6N-R67W-Sec. 20: All of Tract "B" of Mountain View First Filing
1.07 gross / 1.07 net acres
Weld County, Colorado

Great Western Operating Company, LLC ("Great Western"), an operating company and affiliate of Grizzly Petroleum Company, LLC ("Grizzly"), spud the:

H-Y 20-54 well on July 1, 2012. The H-Y 20-54 well is located within a 160.00-acre wellbore spacing unit that includes the above-referenced mineral interest in the Subject Lands.

H-Y 20-34 well on June 25, 2012. The H-Y 20-34 well is located within a 80.00-acre wellbore spacing unit that includes the above-referenced mineral interest in the Subject Lands.

H-Y 20-23-18 well on June 14, 2012. The H-Y 20-23-18 well is located within a 160.00-acre wellbore spacing unit that includes the above-referenced mineral interest in the Subject Lands.

As of the date of this letter, Great Western understands that such mineral interest remains unleased.

Elk River Land Services, LLC ("Elk River"), acting as agent for Grizzly and Great Western, respectfully desires to lease the above-referenced mineral interest in the Subject Lands from you. We hereby offer you the opportunity to enter into the oil and gas lease, attached as Attachment 1, under the following terms:

- \$3500/acre Bonus ;
- 20.00 % royalty interest;
- \$ 1.00/per net acre shut in amount;
- and a 3 year term.

We desire to hear from you quickly regarding this Offer to Lease. If you desire to execute the lease, please contact me, Chris Heller, at (970) 667-7470 or hellerland@gmail.com.

In the event you do not desire to execute the enclosed oil and gas lease, Grizzly respectfully offers you, the unleased mineral owner, the opportunity to participate in the aforementioned HY 20-54, 20-34 and 20-23-18 Wells for your proportionate share of net mineral acres within the 160.00, 80.00 and 160.00 -acre spacing units.

In the event you decide to participate in the H-Y 20-54, 20-34 and 20-23-18 Wells as opposed to executing the attached oil and gas lease, please review and respond to the attached well election letter and Authorization For Expenditure ("AFE"), which indicates the estimated drilling and completion costs for the HY wells. *See Attachment 2 attached hereto.* Your estimated cost for participating in the H-Y Wells is proportionate to the number of net mineral acres referenced above as they are included in the 160.00, 80.00 and 160.00 -acre spacing units.

Should there be any questions, please contact the undersigned landman, Chris Heller at (970) 667-7470 or by e-mail at: hellerland@gmail.com Thank you for your time and consideration regarding this matter.

Name: Chris Heller

Title: Contract Landman

1801 Broadway
Suite 500
Denver, Colorado 80202



Michael Tucker
Contract Landman
Tel: 303.398.0555
E-mail:
mtucker@gwogco.com

October 19, 2015

ORDER OF PAYMENT

On approval of the agreement associated herewith and on approval of title to same, Great Western Oil and Gas Company, LLC will make payment as indicated herein by check within 45 days of receipt of said agreement. No default shall be declared for failure to make payment until 15 days after receipt by Great Western Oil and Gas Company, LLC of written notice of Payee's intention to declare such default. In the event title research reveals that the Payee owns less than the full and undivided 100% interest in the property covered by the agreement, it is understood and agreed that the amount referenced below shall be proportionately reduced according to the percentage of the interest that the payee owns.

Pay To: Town of Windsor

The Amount of: Three thousand seven hundred forty five Dollars (**\$ 3,745.00**)

Address: 301 Walnut Street, PO BOX 627, Windsor, CO. 80550

Phone number: _____

This payment is for an **Oil and Gas Lease** dated **ANYDATE**, which covers the property described as follows:

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

SECTION 20: All of Tract "B" of the Mountain View First filing and Replat of Caranna Subdivision second filing in the Town of Windsor, Colorado, located in Weld County, Colorado.

Containing 1.07 acres, more or less

Net Mineral Acres: 1.07, ±

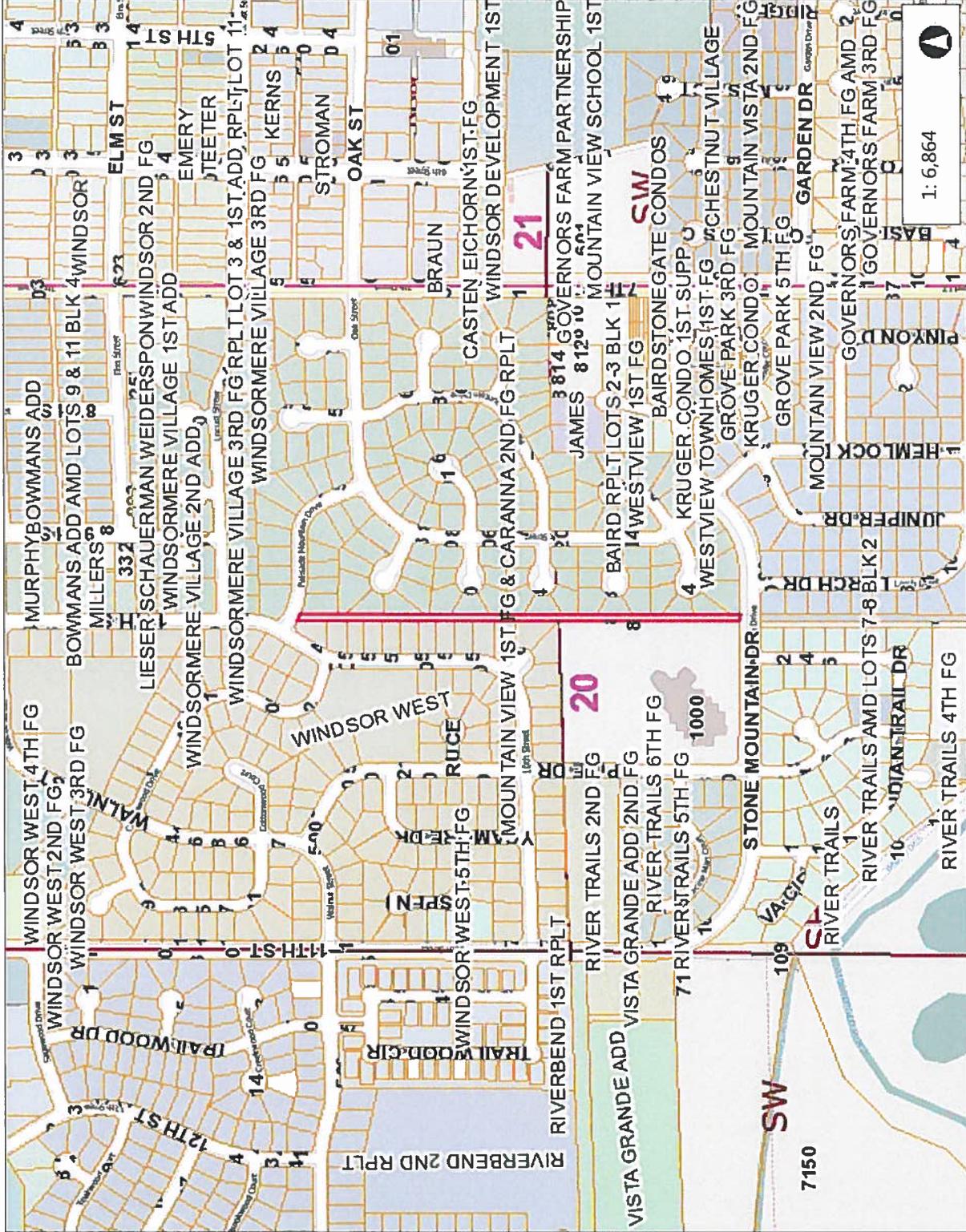
Please sign

Date

For Office Use Only:

Sent via Certified mail on _____

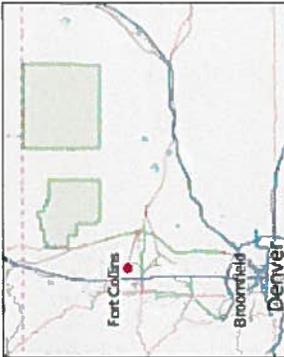
Check # _____ in the amount of \$ _____



1,144.0 572.02 1,144.0 Feet

1: 6,864

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



- Legend**
- Parcels
 - Highway
 - Township / Range
 - Section
 - Quarter Section
 - County Boundary

Notes
Enter Map Description

Report of Bills

October 2015



TOWN OF WINDSOR
301 WALNUT STREET
WINDSOR, CO 80550
WWW.WINDSORGOV.COM

(970) 674-2400
MON-FRI 8AM TO 5PM

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 01 GENERAL FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
74721	AFLAC	EMPLOYEE PAYROLL DEDUCTIONS	10/16/2015	1,018.04
74815	AFLAC	EMPLOYEE PAYROLL DEDUCTIONS SEPT 2015	10/23/2015	1,018.04
74852	ARLENE TALMAN	REIMBURSEMENT FOR CLASS	10/23/2015	83.00
74768	CARD SERVICES	PW- FUEL	10/16/2015	15.17
74677	COLORADO DEPARTMENT OF REVENUE	SALES TAX PAYABLE	10/09/2015	255.00
74733	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	10/16/2015	276.92
74734	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	10/16/2015	296.57
74820	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	10/23/2015	276.92
74821	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	10/23/2015	296.57
74701	ISABEL APOLONIO MELENDEZ	REIMB FOR CANCELED TRIP	10/09/2015	36.00
74726	LARIMER COUNTY SALES AND USE TAX	LARIMER CTY USE TAX COLLECTIONS SEPT 2015	10/16/2015	13,628.54
74616	MARY POWELL	REFUND FOR SENIOR TRIP	10/02/2015	12.00
74922	RUBICON DEVELOPMENT	REPLACE REIMB CK #71090 (NEVER RCVD)- REFUND BALANCE OF DEPOSIT	10/30/2015	918.65
74754	SAFEBUILT INC.	AUGUST 2015 REIMBURSEMENT	10/16/2015	83,187.54
74774	STANDARD INSURANCE COMPANY	EMPLOYER PAID LONG/SHORT TERM DISABILITY	10/16/2015	3,518.47
74912	STANDARD INSURANCE COMPANY	EMPLOYER PAID L/T, S/T DISABILITY	10/30/2015	3,429.27
74732	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATION	10/16/2015	15.00
74819	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATION	10/23/2015	15.00
74719	VISION SERVICE PLAN	EMPLOYER'S SHARE OF VISION	10/16/2015	2,066.62
74886	VISION SERVICE PLAN	EMPLOYER'S SHARE OF VISION INSUR-NOV 2015	10/30/2015	2,097.12
74717	WELD COUNTY DRUG TASK FORCE	COURT COLLECTIONS SEPT 2015	10/16/2015	1,001.00
74929	WESTMARK HOMES LLC	REFUND ON PERMIT 15WIN-00529	10/30/2015	173.76
74728	WINDSOR-SEVERANCE FIRE PROTECT	FIRE DEPT BLDG PERMIT FEE COLLECTIONS REIMB	10/16/2015	38,425.00
Total for Department: 000 NO PROJECT CODE				152,060.20

Department: 410 TOWN CLERK/CUSTOMER SERVI

74786	ABLAO LAW LLC	LIQUOR AUTHORITY JULY 2015-SEPTEMBER 2015	10/16/2015	356.25
74768	CARD SERVICES	CLERK-STAFF DEV, CMCA CONF REG	10/16/2015	909.35
74747	CENTURY LINK	TELEPHONE SVC	10/16/2015	6.69
74552	COREN PRINTING, INC.	NOTARY STAMP	10/02/2015	22.00
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	19.60
74777	ELECTION SYSTEMS AND SOFTWARE	ELECTION TABULATOR SHIPPING BOXES AND POSTAGE	10/16/2015	139.64
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	25.92
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	25.92
74574	OFFICE DEPOT	OFFICE SUPPLIES	10/02/2015	153.67
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	6.83
74889	OFFICE DEPOT	OFFICE SUPPLIES	10/30/2015	4.37
74765	PATTI GARCIA	CARDS FOR STAFF FOR CUST SVC WEEK	10/16/2015	15.95
74558	PETTY CASH	PETTY CASH REIMB- J. MORRIS	10/02/2015	10.00
74559	PETTY CASH	PETTY CASH REIMB- P. CAIVANO	10/02/2015	10.00
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	18.38
74893	RESERVE ACCOUNT	POSTAGE	10/30/2015	150.00
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	11.35

Check No.	Vendor/Employee	Transaction Description	Date	Amount
74911	STAPLES CONTRACT AND COMMERCIAL	OFFICE SUPPLIES	10/30/2015	44.98
74591	THE GREELEY TRIBUNE	ORD 2015-1496	10/02/2015	28.00
74755	THE GREELEY TRIBUNE	ELECTRICAL CODE TB PUB HEARING	10/16/2015	58.70
74902	THE GREELEY TRIBUNE	ORD 2015-1509	10/30/2015	37.00
Total for Department: 410 TOWN CLERK/CUSTOM				2,054.60
Department: 411 MAYOR & TOWN BOARD				
74768	CARD SERVICES	MAYOR-COFFEE W/MAYOR	10/16/2015	283.53
74709	LIL FLOWER SHOP	SYMPATHY FLOWERS FOR THE GEBHARDT FAMILY	10/16/2015	74.95
74915	POUDRE VALLEY REA	SECURITY DEPOSIT	10/30/2015	50.00
74723	WELD COUNTY	TOWN BOARD-TOWN/COUNTRY DINNER MEETING	10/16/2015	75.00
Total for Department: 411 MAYOR & TOWN BOAR				483.48
Department: 412 MUNICIPAL COURT				
74747	CENTURY LINK	TELEPHONE SVC	10/16/2015	3.50
74552	COREN PRINTING, INC.	PRINTING SUPPLIES	10/02/2015	76.00
74623	MICHAEL E MANNING	MUNICIPAL COURT JUDGE SVCS-SEPT2015	10/09/2015	1,410.00
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	26.29
74893	RESERVE ACCOUNT	POSTAGE	10/30/2015	100.00
Total for Department: 412 MUNICIPAL COURT				1,615.79
Department: 413 TOWN MANAGER				
74768	CARD SERVICES	COMM- 3RD QTR STAFF MTG MEAL	10/16/2015	187.56
74747	CENTURY LINK	TELEPHONE SVC	10/16/2015	5.14
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	4.90
74798	DOUG ROTH	TIER I PRIDE AWARD	10/16/2015	25.00
74661	KELLY E ARNOLD	ICMA CONF LODGING REIMB	10/09/2015	1,043.76
74680	KELLY UNGER	ICMA CONF LUNCH REIMB	10/09/2015	57.25
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	9.72
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	9.72
74574	OFFICE DEPOT	OFFICE SUPPLIES	10/02/2015	1.86
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	17.32
74889	OFFICE DEPOT	OFFICE SUPPLIES	10/30/2015	1.75
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	5.98
74893	RESERVE ACCOUNT	POSTAGE	10/30/2015	50.00
74668	ROTARY CLUB OF WINDSOR	MEMBERSHIP DUES	10/09/2015	155.00
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	3.02
74911	STAPLES CONTRACT AND COMMERCIAL	OFFICE SUPPLIES	10/30/2015	0.80
74718	VARTEC TELECOM	FAX MACHINE SVC	10/16/2015	1.26
74723	WELD COUNTY	TOWN ATTORNEY-TOWN/COUNTRY DINNER MEETING	10/16/2015	15.00
Total for Department: 413 TOWN MANAGER				1,595.04
Department: 415 FINANCE				
74768	CARD SERVICES	FIN- LUNCH FOR BUDGET MTG	10/16/2015	41.13
74747	CENTURY LINK	TELEPHONE SVC	10/16/2015	16.00
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	24.50
74804	HELEN MEDINA	OFFICE CHAIR REFINISHING -1/2 DEPOSIT	10/16/2015	125.00
74745	KING SOOPERS	TOWN BOARD BUDGET WORK SESSION MEAL	10/16/2015	55.66
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	16.20
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	16.20
74574	OFFICE DEPOT	OFFICE SUPPLIES	10/02/2015	6.52
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	0.32

Check No.	Vendor/Employee	Transaction Description	Date	Amount
74889	OFFICE DEPOT	OFFICE SUPPLIES	10/30/2015	6.15
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	165.21
74893	RESERVE ACCOUNT	POSTAGE	10/30/2015	1,000.00
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	8.38
74911	STAPLES CONTRACT AND COMMERCIAL	OFFICE SUPPLIES	10/30/2015	2.80
74718	VARTEC TELECOM	FAX MACHINE SVC	10/16/2015	1.25

Total for Department: 415 FINANCE 1,485.32

Department: 416 HUMAN RESOURCES

74762	BANNER OCCUPATIONAL HEALTH SER	HEALTH FAIR SCREENINGS 2015	10/16/2015	325.00
74768	CARD SERVICES	HR- REVERSE CALLING FEE	10/16/2015	1,594.51
74853	CARESPOT PROFESSIONAL SERVICES, LLC	DRUG TESTING	10/23/2015	70.00
74747	CENTURY LINK	TELEPHONE SVC	10/16/2015	6.62
74675	COLORADO HEALTH MEDICAL GROUP	DRUG SCREENS/PHYSICALS	10/09/2015	563.00
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	4.90
74799	GOVERNMENTJOBS.COM	EMPLOYMENT AD	10/16/2015	175.00
74797	HIRERIGHT, LLC	BACKGROUND CHECKS SEPT 2015	10/16/2015	1,062.43
74709	LIL FLOWER SHOP	SYMPATHY ARRANGEMENT	10/16/2015	74.95
74700	MARGARET SALDANA	CONF PARKING REIMB, DENVER, CO	10/09/2015	92.95
74756	MARY CARSON-ROBINS	MILEAGE REIMB IPMA & NOCO SHRM CONF	10/16/2015	157.04
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	9.72
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	9.72
74672	OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST	PHYSICAL	10/09/2015	85.00
74574	OFFICE DEPOT	OFFICE SUPPLIES	10/02/2015	2.80
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	86.22
74889	OFFICE DEPOT	OFFICE SUPPLIES	10/30/2015	2.63
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	14.14
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	77.15
74884	SAMS CLUB DIRECT	HR-RETIREMENT PARTY SUPPLIES	10/30/2015	42.62
74911	STAPLES CONTRACT AND COMMERCIAL	OFFICE SUPPLIES	10/30/2015	1.20
74828	THE GREELEY TRIBUNE	EMPLOYMENT AD	10/23/2015	414.00
74851	THERESA SMITH	MILEAGE REIMB COSHRM CONF	10/23/2015	145.12
74620	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	10/09/2015	36.22

Total for Department: 416 HUMAN RESOURCES 5,052.94

Department: 418 LEGAL SERVICES

74747	CENTURY LINK	TELEPHONE SVC	10/16/2015	5.94
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	9.80
74783	JAMES M. MOCK PLLC	RVW SVC PLAN E. FOSSIL CREEK RANCH	10/16/2015	2,820.00
74770	LAWRENCE JONES CUSTER GRASMICK	LEGAL SERVICES	10/16/2015	4,573.90
74836	LIND AND OTTENHOFF, LLP	OIL & GAS LEGAL COUNSEL	10/23/2015	92.75
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	6.48
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	6.48
74574	OFFICE DEPOT	OFFICE SUPPLIES	10/02/2015	0.93
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	0.05
74889	OFFICE DEPOT	OFFICE SUPPLIES	10/30/2015	0.88
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	0.87
74893	RESERVE ACCOUNT	POSTAGE	10/30/2015	50.00
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	1.17
74911	STAPLES CONTRACT AND COMMERCIAL	OFFICE SUPPLIES	10/30/2015	0.40
74843	WEST PUBLISHING CORPORATION	WESTLAW SUBSCRIPTION SEPT 2015	10/23/2015	699.37

Total for Department: 418 LEGAL SERVICES 8,269.02

Department: 419 PLANNING & ZONING

Check No.	Vendor/Employee	Transaction Description	Date	Amount
74768	CARD SERVICES	LEGAL- FILING FEES	10/16/2015	372.71
74695	CARLIN BARKEEN	APA CONF MILEAGE REIMB, STEAMBOAT, CO	10/09/2015	197.80
74747	CENTURY LINK	TELEPHONE SVC	10/16/2015	25.97
74685	CHARLES SCHINNER	APA CONF MILEAGE REIMB STEAMBOAT, CO	10/09/2015	197.80
74552	COREN PRINTING, INC.	NAME PLATE BADGE CBARKEEN	10/02/2015	75.00
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	9.80
74697	DOUG DENNISON	APA CONF MILEAGE REIMB, STEAMBOAT, CO	10/09/2015	197.80
74610	HOUSEAL LAVIGNE ASSOCIATES	COMP PLAN PREP	10/02/2015	5,711.32
74849	HOUSEAL LAVIGNE ASSOCIATES	CONSULT SERVICE COMP PLAN	10/23/2015	2,604.94
74553	KING SURVEYORS, INC.	BRENIMAN FARM ANNX	10/02/2015	123.75
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	16.20
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	16.20
74574	OFFICE DEPOT	OFFICE SUPPLIES	10/02/2015	107.16
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	0.23
74889	OFFICE DEPOT	OFFICE SUPPLIES	10/30/2015	4.39
74687	PAUL HORNBECK	APA CONF MILEAGE REIMB STEAMBOAT, CO	10/09/2015	197.80
74559	PETTY CASH	PETTY CASH REIMB- P. CAIVANO	10/02/2015	6.00
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	13.77
74893	RESERVE ACCOUNT	POSTAGE	10/30/2015	100.00
74561	SAMS CLUB DIRECT	office supplies	10/02/2015	8.38
74648	SCOTT BALLSTADT	APA CONF MILEAGE REIMB-STEAMBOAT, CO	10/09/2015	197.80
74911	STAPLES CONTRACT AND COMMERCIAL	OFFICE SUPPLIES	10/30/2015	2.00
74678	STEVE SCHEFFEL	APA CONF MILEAGE REIMB STEAMBOAT, CO	10/09/2015	197.80
74755	THE GREELEY TRIBUNE	CUG WINDSOR HIGHLAND	10/16/2015	21.70
74736	THOMAS R ECKRICH	APPRECIATION PLAQUE FOR BOARD MEMBER ON THE HPB	10/16/2015	40.00
74718	VARTEC TELECOM	FAX MACHINE SVC	10/16/2015	1.25
74651	VICTOR TALLON	APA CONF MILEAGE REIMB STEAMBOAT, CO	10/09/2015	197.80
74679	WAYNE FRELUND	APA CONF MILEAGE REIMB STEAMBOAT, CO	10/09/2015	197.80
74810	WELD COUNTY CLERK AND RECORDER	RECORD SOUTH GATE BUS PK 5TH	10/23/2015	21.00
Total for Department: 419 PLANNING & ZONING				10,864.17

Department: 420 ECONOMIC DEVELOPMENT

74768	CARD SERVICES	ECON- MTG MEALS	10/16/2015	137.00
74747	CENTURY LINK	TELEPHONE SVC	10/16/2015	12.75
74913	COLORADO REAL ESTATE JOURNAL	ANNUAL SUBSCRIPTION	10/30/2015	85.00
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	3.24
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	3.24
74574	OFFICE DEPOT	OFFICE SUPPLIES	10/02/2015	0.93
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	0.05
74889	OFFICE DEPOT	OFFICE SUPPLIES	10/30/2015	215.69
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	1.81
74893	RESERVE ACCOUNT	POSTAGE	10/30/2015	50.00
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	1.16
74911	STAPLES CONTRACT AND COMMERCIAL	OFFICE SUPPLIES	10/30/2015	0.40
Total for Department: 420 ECONOMIC DEVELOPM				511.27

Department: 421 POLICE DEPARTMENT

74816	BUNTING DISPOSAL, INC.	TRASH SERVICE	10/23/2015	32.50
74768	CARD SERVICES	PD- SUPPLIES/HOLSTER	10/16/2015	140.80
74917	CAROL PUTNAM	MEALS REIMB CCIC REGIONAL TRAINING	10/30/2015	44.82
74747	CENTURY LINK	TELEPHONE SVC	10/16/2015	31.92
74630	CENTURYLINK	UTILITIES	10/09/2015	300.36
74619	CHEMATOX LABORATORY INC	BLOOD ALCOHOL TEST/15-11855	10/09/2015	40.00
74706	CHEMATOX LABORATORY INC	BLOOD ALCOHOL/DRUG SCREEN/15-12481	10/16/2015	45.00
74882	CHEMATOX LABORATORY INC	BLOOD ALCOHOL TEST/15-13412	10/30/2015	20.00
74704	CITY OF ARVADA	TRANSFER OF BALLISTICS VEST A. KRAUSE	10/09/2015	688.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
74552	COREN PRINTING, INC.	BUSINESS CARDS/COOK	10/02/2015	139.00
74667	CREATIVE CULTURE INSIGNIA, LLC	BADGES/A KRAUSE/C RUSCH	10/09/2015	185.25
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	49.00
74674	EVIDENT, INC	CRIME SCENE TAPE	10/09/2015	386.25
74682	INTERSTATE ALL BATTERY OF FT C	3V/CR123A BATTERIES	10/09/2015	31.92
74664	KINSCO, LLC	TSHIRTS/PANTS/A KRAUSE	10/09/2015	408.30
74753	KINSCO, LLC	ARMOR SKIN/QTY 2/R FEIT	10/16/2015	238.18
74901	KINSCO, LLC	SEWING/SGT PATCHES/C RUSCH	10/30/2015	133.98
74898	LEXISNEXIS MATTHEW BENDER	PEACE OFFICER HANDBOOKS	10/30/2015	543.61
74773	MEDICAL CENTER OF THE ROCKIES	BLOOD DRAW/15-12481/15-11855	10/16/2015	393.00
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	87.48
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	87.48
74923	MUNICIPAL CODE CORPORATION	FREIGHT INV 00259958	10/30/2015	14.24
74855	NAFTO	BASIC FTO PD TRAINING	10/23/2015	375.00
74574	OFFICE DEPOT	OFFICE SUPPLIES	10/02/2015	114.40
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	215.39
74889	OFFICE DEPOT	OFFICE SUPPLIES	10/30/2015	161.99
74557	PETTY CASH	PETTY CASH REIMB-K. JOHNSON	10/02/2015	2.32
74626	PETTY CASH	PETTY CASH REIMB	10/09/2015	10.49
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	88.52
74893	RESERVE ACCOUNT	POSTAGE	10/30/2015	800.00
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	17.47
74657	TASER INTERNATIONAL	TASERS AND EQUIPMENT	10/09/2015	2,155.56
74897	TASER INTERNATIONAL	DPM BATTERY PACKS	10/30/2015	670.36
74750	THE HUMANE SOCIETY OF WELD COUNTY	ANIMAL HOUSING AND CARE/X2/15-11446	10/16/2015	252.62
74650	THOMAS R ECKRICH	PLAQUE FOR HIGUERA RETIREMENT	10/09/2015	50.00
74620	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	10/09/2015	1,349.84
74560	XCEL ENERGY	UTILITIES-PD	10/02/2015	1,899.09
74883	XCEL ENERGY	UTILITIES- PD	10/30/2015	1,744.60
Total for Department: 421 POLICE DEPARTMENT				13,948.74

Department: 428 RECYCLING

74653	COUNTRY JOHNS	DIAMOND VALLEY RESTROOM SERVICE	10/09/2015	85.00
74708	WASTE MANAGEMENT OF COLORADO	RECYCLE SITE PULLS	10/16/2015	1,022.40
74560	XCEL ENERGY	UTILITIES-RECYCLING	10/02/2015	41.31
74883	XCEL ENERGY	UTILITIES-RECYCLING	10/30/2015	30.09
Total for Department: 428 RECYCLING				1,178.80

Department: 429 STREETS & ALLEYS

74780	AGFINITY, INCORPORATED	WEED SPRAY	10/16/2015	3,831.70
74702	CITY OF LOVELAND - PUBLIC WORKS/TRAFFIC DIVISIO	TRAFFIC SIGNALS/SIGNS/MKGS MAINT FAIRGRNDS/CROSSRDS	10/09/2015	5,504.00
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	4.90
74792	FAIRBANK EQUIPMENT, INC	SPRAYER PARTS	10/16/2015	199.59
74891	FINE LINES PAVEMENT MARKING LL	PAINT AND THERMAL MARKINGS	10/30/2015	2,271.00
74806	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	10/23/2015	112.24
74608	FULLER LANDSCAPING, LLC	MOWING AT I-25 & 392 WINDSOR EXIT	10/02/2015	4,200.00
74607	MARTIN MARIETTA MATERIALS, INC	WCR 74 SHOULDER PROJECT	10/02/2015	11,414.50
74919	MARTIN MARIETTA MATERIALS, INC	7TH ST. & MAIN ST. ASPHALT PATCH	10/30/2015	17,787.35
74555	MICHAEL TODD AND COMPANY, INC.	SIGNS & POST	10/02/2015	4,490.34
74808	MICHAEL TODD AND COMPANY, INC.	SIGNS	10/23/2015	232.43
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	12.96
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	12.96
74764	PERRY LEWIS	REIMBURSEMENT FOR UNIFORM ALLOWANCE	10/16/2015	180.00
74568	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	10/02/2015	3,581.53
74569	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES- ACCT#29977002 PAY DIFFERENCE OWED	10/02/2015	30.00
74720	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	10/16/2015	858.59

Check No.	Vendor/Employee	Transaction Description	Date	Amount
74814	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	10/23/2015	6,519.56
74887	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	10/30/2015	3,581.70
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	1.10
74724	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE INC	SCHOOL ZONE LIGHT REPAIR	10/16/2015	99.00
74636	TRAFFIC SIGNAL CONTROLS	SCHOOL LIGHTS/SIGNS	10/09/2015	219.00
74707	VERIZON WIRELESS SERVICES LLC	TOWN BILLBOARD PHONE SVC	10/16/2015	23.84
74628	XCEL ENERGY	UTILITIES -STREETS	10/09/2015	24,283.38

Total for Department: 429 STREETS & ALLEYS 89,451.67

Department: 430 PUBLIC WORKS DEPARTMENT

74752	AT AND T MOBILITY	PHONE SVC PW	10/16/2015	84.50
74816	BUNTING DISPOSAL, INC.	TRASH SERVICE	10/23/2015	48.75
74768	CARD SERVICES	PW-APWA CONF REG/PKG, MTG REFRESH	10/16/2015	520.53
74747	CENTURY LINK	TELEPHONE SVC	10/16/2015	6.83
74809	CENTURYLINK	UTILITIES	10/23/2015	49.83
74791	COMPLETE WIRELESS TECHNOLOGIES	2 DIGITAL RADIOS	10/16/2015	3,905.29
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	4.90
74621	GENERAL AIR SERVICE AND SUPPLY CO	WELDING SUPPLIES	10/09/2015	81.38
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	3.24
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	3.24
74727	OFFICE DEPOT	POST-ITS, OFFICE SUPPLIES	10/16/2015	90.56
74889	OFFICE DEPOT	MAGNETS & POST-ITS	10/30/2015	22.43
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	35.63
74893	RESERVE ACCOUNT	POSTAGE	10/30/2015	150.00
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	142.10
74718	VARTEC TELECOM	FAX MACHINE SVC	10/16/2015	1.25
74620	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	10/09/2015	32.07
74560	XCEL ENERGY	UTILITIES-PW	10/02/2015	1,818.27
74632	ZEP SALES AND SERVICE	SUPER CLEANER, TKO CLEANER	10/09/2015	182.94

Total for Department: 430 PUBLIC WORKS DEPAR 7,183.74

Department: 431 ENGINEERING DEPARTMENT

74741	AAA AUTO PARTS NAPA WINDSOR	GLASS WIPES	10/16/2015	10.66
74747	CENTURY LINK	TELEPHONE SVC	10/16/2015	22.78
74552	COREN PRINTING, INC.	BUS CARDS DWAGNER	10/02/2015	46.00
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	19.60
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	19.44
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	19.44
74574	OFFICE DEPOT	OFFICE SUPPLIES	10/02/2015	18.10
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	0.23
74889	OFFICE DEPOT	OFFICE SUPPLIES	10/30/2015	4.39
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	16.32
74893	RESERVE ACCOUNT	POSTAGE	10/30/2015	150.00
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	8.38
74911	STAPLES CONTRACT AND COMMERCIAL	OFFICE SUPPLIES	10/30/2015	2.00
74591	THE GREELEY TRIBUNE	WATER STORAGE TANK PYMT	10/02/2015	25.00
74823	UNIVERSITY OF COLORADO	LTAP CLASS-K. BRENNEMAN	10/23/2015	50.00
74718	VARTEC TELECOM	FAX MACHINE SVC	10/16/2015	1.25

Total for Department: 431 ENGINEERING DEPART 413.59

Department: 432 CEMETERY

74816	BUNTING DISPOSAL, INC.	TRASH SERVICE	10/23/2015	16.25
74768	CARD SERVICES	PARKS-CREDIT FOR PALLET RTND	10/16/2015	-10.00
74653	COUNTRY JOHNS	LAKEVIEW CEMETERY RESTROOM SERVICE	10/09/2015	85.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	4.90
74909	GREELEY MONUMENT WORKS, INC	MONUMENT LETTERING	10/30/2015	160.00
74818	HOME DEPOT USA, INC	PLYWOOD	10/23/2015	65.14
74710	MANWEILER HARDWARE, INC	INSECT SPRAY AND BATTERIES	10/16/2015	138.01
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	3.24
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	3.24
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	29.41
74742	POUDRE VALLEY COOP ASSOCIATION	GRASS SEED	10/16/2015	200.00
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	1.10
74573	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE INC	REPAIR WIRE NORTH OF PUMP-CEMETERY	10/02/2015	543.72
74560	XCEL ENERGY	UTILITIES-CEMETERY	10/02/2015	767.78

Total for Department: 432 CEMETERY 2,007.79

Department: 433 COMMUNITY EVENTS

74641	BUNTING DISPOSAL, INC.	TRASH SVC	10/09/2015	100.00
74926	COW GIRL CATERING	CATERING FOR 10TH MTN DIVISION RECEPTION	10/30/2015	760.00
74800	MARIACHI SOL DE MI TIERRA	HERITAGE FEST PERFORMANCE	10/16/2015	800.00
74574	OFFICE DEPOT	OFFICE SUPPLIES	10/02/2015	0.93
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	0.05
74889	OFFICE DEPOT	OFFICE SUPPLIES	10/30/2015	0.88
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	1.16
74841	SLATE COMMUNICATIONS	SUBCONTRACTOR FEES	10/23/2015	1,800.00
74918	SLATE COMMUNICATIONS	EVENT COORDINATION	10/30/2015	8,579.83
74911	STAPLES CONTRACT AND COMMERCIAL	OFFICE SUPPLIES	10/30/2015	0.40
74828	THE GREELEY TRIBUNE	125TH ANNIVERSARY AD	10/23/2015	180.00
74629	WELD COUNTY SCHOOL DIST RE-4	ALL SCHOOL REUNION OPEN/CLOSE OF WHS	10/09/2015	300.00

Total for Department: 433 COMMUNITY EVENTS 12,523.25

Department: 450 FORESTRY

74769	ARBOR VALLEY	REPLACEMENT TREES	10/16/2015	900.00
74768	CARD SERVICES	FORESTRY- MTG REFRESHMENTS	10/16/2015	528.52
74654	GULLEY GREENHOUSE, INC.	FLOWERS FOR TOWN HALL POTS	10/09/2015	221.34
74710	MANWEILER HARDWARE, INC	POTTING SOIL, MISC.	10/16/2015	59.79
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	6.48
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	6.48
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	1.16

Total for Department: 450 FORESTRY 1,723.77

Department: 451 RECREATION

74741	AAA AUTO PARTS NAPA WINDSOR	CRUISE IN PRIZES	10/16/2015	499.75
74601	APEX LEGAL SERVICE LLC	SEPTEMBER MAKE YOUR OWN WILL CLASS	10/02/2015	276.00
74571	ARAPAHOE RENTAL	PROPANE FILL	10/02/2015	87.72
74785	AWARD ALLIANCE LLC	CRUISE IN AWARDS	10/16/2015	575.25
74565	BOBBY WARNER	CPRA PER DIEM	10/02/2015	164.00
74768	CARD SERVICES	CRC- ANTENNA	10/16/2015	2,385.08
74801	CAROL HIRATA	REC PICTURES	10/16/2015	825.00
74747	CENTURY LINK	TELEPHONE SVC	10/16/2015	23.43
74638	CO PARKS AND RECREATION ASSOC	CPRA BUSINESS/OPERATION PLANNING	10/09/2015	110.00
74760	COCA-COLA	CONCESSIONS SUPPLIES	10/16/2015	1,408.68
74580	COUNTRY JOHNS	PORTOLETS FOR FOOTBALL	10/02/2015	38.13
74653	COUNTRY JOHNS	PORTOLETS FOR FOOTBALL	10/09/2015	170.00
74846	DANNI DANCE CORP	OCTOBER DANCE	10/23/2015	518.00
74738	DBC IRRIGATION SUPPLY	ROTORS, COUPLING AND HEAD TRIMMER	10/16/2015	132.27
74683	DENEICE J DYER	SEPTEMBER BALLETT	10/09/2015	234.50
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	19.60

Check No.	Vendor/Employee	Transaction Description	Date	Amount
74670	E-470 PUBLIC HIGHWAY AUTHORITY	TOLLWAY - SUPPLY PICKUP	10/09/2015	1.45
74830	E-470 PUBLIC HIGHWAY AUTHORITY	SENIOR TRIP TOLL FEES	10/23/2015	30.74
74731	ENVIROPEST	PEST CONTROL - CP CONCESSIONS	10/16/2015	90.00
74758	FIVE STAR TIMING	LABOR DAY 5K TIMING	10/16/2015	400.00
74759	GOLF AND SPORT SOLUTIONS, LLC	LASER GRADE RED INFIELD MATERIAL	10/16/2015	674.00
74757	HIGHLAND PARK LANES	ADAPTIVE BOWLING FEES	10/16/2015	361.20
74609	HUGO FLORES	TEEN NIGHT DJ - OCTOBER	10/02/2015	300.00
74582	JAY ECKHARDT	CPRA PER DIEM	10/02/2015	164.00
74825	JAY ECKHARDT	MILEAGE REIMB. CPRA CONFERENCE	10/23/2015	76.76
74588	KENDRA MARTIN	CPRA PER DIEM	10/02/2015	164.00
74744	KING SOOPERS	SENIOR COFFEE CLUB	10/16/2015	616.73
74642	LL JOHNSON DISTRIBUTING CO.	LINE MARKING CHALK	10/09/2015	1,302.00
74725	LL JOHNSON DISTRIBUTING CO.	FIELD PAINT	10/16/2015	756.00
74710	MANWEILER HARDWARE, INC	GLOVES, SUN SCREEN, ANTI-FREEZE, SCREWS, BUCKETS	10/16/2015	160.07
74587	MATT KRAUS	CPRA PER DIEM	10/02/2015	164.00
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	16.20
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	16.20
74688	MOUNTAIN SONG MUSIC STUDIO, INC	FALL - MUSIC TOGETHER CLASS	10/09/2015	1,071.00
74854	NATALIE WAGNER	REIMB FOR NYSCA COACHES TRAINING	10/23/2015	20.00
74574	OFFICE DEPOT	OFFICE SUPPLIES	10/02/2015	19.28
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	55.07
74889	OFFICE DEPOT	OFFICE SUPPLIES	10/30/2015	30.49
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	45.04
74893	RESERVE ACCOUNT	POSTAGE	10/30/2015	750.00
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	633.49
74884	SAMS CLUB DIRECT	TEEN NIGHT SUPPLIES - SALT	10/30/2015	574.98
74746	SEAN GROGAN	ASB FALL MENS TOURNAMENT STAFF	10/16/2015	3,910.00
74581	TARA FOTSCH	CPRA PER DIEM	10/02/2015	164.00
74824	VERMONT SYSTEMS, INC.	USER GROUP MEETING FEE	10/23/2015	50.00
74722	VICTORY SALES, INC	MUD VB T-SHIRTS	10/16/2015	4,776.21
74890	WINDSOR HARDWARE, LLC	CORNER BRACE AND FASTENERS	10/30/2015	21.63
74660	ZEXHAGS INC.	OUTDOOR RECREATION CLEANING	10/09/2015	720.00
74749	ZEXHAGS INC.	CLEANING OF OUTDOOR RECREATION SITES	10/16/2015	972.00
Total for Department: 451 RECREATION				26,573.95

Department: 452 AQUATICS/SWIMMING POOL

74768	CARD SERVICES	CRC- CPRA CONF LODGING	10/16/2015	1,276.42
74809	CENTURYLINK	UTILITIES	10/23/2015	123.91
74763	COLORADO STATE UNIVERSITY FUND #2-21790	LAKE WATER TESTING	10/16/2015	30.00
74890	WINDSOR HARDWARE, LLC	EYE BOLTS FOR LAKE LOGS	10/30/2015	56.91
74628	XCEL ENERGY	UTILITIES -POOL	10/09/2015	1,203.92

Total for Department: 452 AQUATICS/SWIMMING 2,691.16

Department: 454 PARKS

74584	AQUA SIERRA, INC.	SERVICE PROGRAM QUARTERLY BILLING	10/02/2015	2,238.25
74816	BUNTING DISPOSAL, INC.	TRASH SERVICE	10/23/2015	630.50
74768	CARD SERVICES	PARKS- NEW METER (MAIN PK)	10/16/2015	1,547.83
74781	CEDAR SUPPLY NORTH, INC.	RAILING FOR FISHING PEIR AT BOARDWALK	10/16/2015	135.99
74747	CENTURY LINK	TELEPHONE SVC	10/16/2015	3.78
74630	CENTURYLINK	UTILITIES	10/09/2015	37.98
74603	COLORADO DESIGNSCAPE INC	LANDSCAPE @ 6TH & CEDAR	10/02/2015	23,602.00
74840	COLORADO DESIGNSCAPE INC	LANDSCAPING @ 6TH & CEDAR	10/23/2015	6,527.00
74653	COUNTRY JOHNS	EASTMAN PARK RESTROOM SERVICE	10/09/2015	598.00
74738	DBC IRRIGATION SUPPLY	SPRINKLER PARTS	10/16/2015	1,716.32
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	19.60
74771	FASTENAL COMPANY	ANCHORS FOR RIVER GAIGE	10/16/2015	31.14

Check No.	Vendor/Employee	Transaction Description	Date	Amount
74806	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	10/23/2015	688.39
74665	G R MAROLT AND ASSOCIATES LLC	6' BENCH W/BACK, STEEL BAR ENDS-BLACK	10/09/2015	1,100.00
74562	GRAINGER, INC.	FUSES FOR EASTMAN PUMP HOUSE	10/02/2015	34.18
74673	HELENA CHEMICAL COMPANY	HERBBICIDE	10/09/2015	140.00
74818	HOME DEPOT USA, INC	CONCRETE	10/23/2015	200.67
74579	KIRK MOSES	PARK BENCH SIGN	10/02/2015	10.50
74652	KIRK MOSES	PARK BENCH SIGN	10/09/2015	10.50
74782	L AND M ENTERPRISES INC	MONTHLY LANDSCAPE MAINTENANCE	10/16/2015	18,898.51
74710	MANWEILER HARDWARE, INC	PARKS SEPTEMBER CHARGES	10/16/2015	236.13
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	19.44
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	19.44
74711	MIRACLE RECREATION EQUIPMENT C	BAR SOCKETS	10/16/2015	30.71
74592	NEW WINDSOR METROPOLITAN DISTR	WATER USE ASSESSMENT	10/02/2015	1,489.00
74761	NEW WINDSOR METROPOLITAN DISTR	WATER USE ASSESSMENT	10/16/2015	875.50
74574	OFFICE DEPOT	OFFICE SUPPLIES	10/02/2015	0.93
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	38.90
74889	OFFICE DEPOT	OFFICE SUPPLIES	10/30/2015	0.88
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	17.57
74814	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	10/23/2015	77.30
74904	RED DOG SIGNS AND WRAPS	SIGNS FOR COYOTE GULCH PARK	10/30/2015	83.91
74893	RESERVE ACCOUNT	POSTAGE	10/30/2015	200.00
74659	ROCKY MOUNTAIN WILDLIFE SVC	PRAIRIE DOG BURROWS FUMIGATED	10/09/2015	1,209.00
74795	ROOT HOUSE STUDIO	LANDSCAPE ARCITECTURE SERVICES BW	10/16/2015	4,680.00
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	4.80
74573	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE INC	SERVICE CALL-REPL. PHOTO CELL	10/02/2015	773.28
74911	STAPLES CONTRACT AND COMMERCIAL	OFFICE SUPPLIES	10/30/2015	0.40
74718	VARTEC TELECOM	FAX MACHINE SVC	10/16/2015	1.25
74639	VICTORY SALES, INC	TOWN OF WINDSOR 125TH SHIRTS	10/09/2015	60.00
74888	VICTORY SALES, INC	UNIFORMS	10/30/2015	12.00
74586	WADE WILLIS	CPRA PER DIEM	10/02/2015	164.00
74896	WADE WILLIS	REBURSTMENT- FOOD FOR MEETING	10/30/2015	30.00
74890	WINDSOR HARDWARE, LLC	CABLE AND CLIPS FOR LAKE LOGS	10/30/2015	197.16
74729	WINDSOR-SEVERANCE FIRE PROTECT	TOWN'S PORTION OF MUSEUM ELECTRICTY SEPT2015	10/16/2015	24.30
74628	XCEL ENERGY	UTILITIES -PARKS	10/09/2015	8,928.46

Total for Department: 454 PARKS 77,345.50

Department: 455 SAFETY/LOSS CONTROL

74771	FASTENAL COMPANY	PW VENDING MACHINE SUPPLIES	10/16/2015	434.69
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Total for Department: 455 SAFETY/LOSS CONTRO 434.69

Department: 456 ART & HERITAGE

74768	CARD SERVICES	AHC- MAILING FEE	10/16/2015	2.08
74747	CENTURY LINK	TELEPHONE SVC	10/16/2015	2.11
74630	CENTURYLINK	UTILITIES	10/09/2015	51.11
74809	CENTURYLINK	UTILITIES	10/23/2015	182.87
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	4.90
74670	E-470 PUBLIC HIGHWAY AUTHORITY	SENIOR TRIP	10/09/2015	19.28
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	6.48
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	6.48
74574	OFFICE DEPOT	OFFICE SUPPLIES	10/02/2015	1.86
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	0.09
74889	OFFICE DEPOT	OFFICE SUPPLIES	10/30/2015	1.75
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	3.92
74893	RESERVE ACCOUNT	POSTAGE	10/30/2015	50.00
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	3.02
74911	STAPLES CONTRACT AND COMMERCIAL	OFFICE SUPPLIES	10/30/2015	0.80
74718	VARTEC TELECOM	FAX MACHINE SVC	10/16/2015	1.25

Check No.	Vendor/Employee	Transaction Description	Date	Amount
74628	XCEL ENERGY	UTILITIES -MUSEUM	10/09/2015	606.65
Total for Department: 456 ART & HERITAGE				944.65
Department: 457 TOWN HALL				
74816	BUNTING DISPOSAL, INC.	TRASH SERVICE	10/23/2015	21.50
74747	CENTURY LINK	TELEPHONE SVC	10/16/2015	32.08
74630	CENTURYLINK	UTILITIES	10/09/2015	130.94
74714	CENTURYLINK	INTERNET TH	10/16/2015	629.79
74809	CENTURYLINK	UTILITIES	10/23/2015	64.44
74712	XCEL ENERGY	UTILITIES-TOWN HALL	10/16/2015	2,247.49
Total for Department: 457 TOWN HALL				3,126.24
Total for Fund:01 GENERAL FUND				423,539.37
Fund: 02 PARK IMPROVEMENT FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
74930	RICHMOND AMERICAN HOMES OF COLORADO, INC	REFUND FOR OVERCHGD NEIGHBORHOOD PK FEE	10/30/2015	1,734.00
Total for Department: 000 NO PROJECT CODE				1,734.00
Department: 454 PARKS				
74669	MCCAULEY CONSTRUCTORS, INC	COYOTE GULCH PARK CONSTRUCT	10/09/2015	647,757.94
74845	THE BIRDSALL GROUP	CONSTR ADMIN-COYOTE GULCH PARK	10/23/2015	522.00
Total for Department: 454 PARKS				648,279.94
Total for Fund:02 PARK IMPROVEMENT FUND				650,013.94
Fund: 03 CONSERVATION TRUST FUND				
Department: 454 PARKS				
74693	ERO RESOURCES CORPORATION	FRANK STATE WILDLIFE AREA MANAGEMENT	10/09/2015	3,067.50
Total for Department: 454 PARKS				3,067.50
Total for Fund:03 CONSERVATION TRUST FUND				3,067.50
Fund: 04 CAPITAL IMPROVEMENT FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
74703	FOSSIL RIDGE VENTURES, LLC AND FARMERS BANK	REIMB FOR CONSTR EXP CROOKED STICK DR	10/09/2015	406,143.70
74929	WESTMARK HOMES LLC	REFUND ON PERMIT 15WIN-00529	10/30/2015	438.61
Total for Department: 000 NO PROJECT CODE				406,582.31
Department: 419 PLANNING & ZONING				
74562	GRAINGER, INC.	PORTABLE HUMIDIFIER	10/02/2015	170.10
Total for Department: 419 PLANNING & ZONING				170.10

Check No.	Vendor/Employee	Transaction Description	Date	Amount
74640	OFFICESCAPES	DESKS FOR RECEPTION AREA	10/09/2015	3,468.29
Total for Department: 421 POLICE DEPARTMENT				3,468.29
Department: 429 STREETS & ALLEYS				
74838	COLIN ROBERTS	TOWING SVC	10/23/2015	50.00
74807	CONNELL RESOURCES INC.	EATON DITCH CONTROL GATE IMPROVEMENTS	10/23/2015	40,000.00
74822	FELSBURG HOLT AND ULLEVIG, INC	257 NORTHBND LEFT TURN LANE	10/23/2015	5,339.16
74906	INTERWEST CONSULTING GROUP INC	EASTMN PK/7TH ST RNDABOUT DESIGN	10/30/2015	2,771.50
74696	JOHN DEERE FINANCIAL	FORK TINES	10/09/2015	104.97
74689	OTTERTAIL ENVIRONMENTAL INC	PRE-CONSTR NOTIFICATION	10/09/2015	280.00
74611	WALSH CONSTRUCTION, INC	CONCRETE REPLACEMENT PJCT	10/02/2015	51,906.77
Total for Department: 429 STREETS & ALLEYS				100,452.40
Department: 430 PUBLIC WORKS DEPARTMENT				
74910	GREELEY LOCK AND KEY	PAXTON ACCESS CONTROL	10/30/2015	5,988.53
74698	INFUSION ARCHITECTS	PW/PARKS FACILITY DESIGN	10/09/2015	71,825.00
74692	WILLIAM T. WELCH COMPANY, LLC	PW/PARKS FACILITY CONSULTANT	10/09/2015	6,998.68
Total for Department: 430 PUBLIC WORKS DEPAR				84,812.21
Department: 432 CEMETERY				
74604	ROBERT PECCIA AND ASSOCIATES I	CEMETERY SIDEWALK/STREETSCAPE DESIGN	10/02/2015	2,972.55
74614	SCHLOSSER SIGNS, INC	CEMETERY MONUMENT SIGN/ARCHWAY CONSTR	10/02/2015	17,678.55
Total for Department: 432 CEMETERY				20,651.10
Department: 451 RECREATION				
74784	SHADE BROTHERS PAINTING	DEPOSIT ON DIAMOND VALLEY PAINTING	10/16/2015	9,492.50
74842	SHADE BROTHERS PAINTING	DIAMOND VALLEY PAINTING - FINAL PAYMENT	10/23/2015	9,492.50
Total for Department: 451 RECREATION				18,985.00
Department: 454 PARKS				
74894	GREENPLAY, LLC	CONSULTING SERVICE-LEGACY PLAN 2015	10/30/2015	5,185.00
74622	KING SURVEYORS, INC.	SURVEY OF NEW WALK-RIVER WEST TRAIL	10/09/2015	2,274.00
74627	PETTY CASH	PETTY CASH REIMB	10/09/2015	12.00
74694	THK ASSOCIATES, INC	EASTMAN PARK SOUTH MASTER PLAN	10/09/2015	5,067.60
Total for Department: 454 PARKS				12,538.60
Department: 456 ART & HERITAGE				
74676	ZLIGHT USA	BULBS FOR AHC/MUSEUM	10/09/2015	179.40
Total for Department: 456 ART & HERITAGE				179.40
Total for Fund:04 CAPITAL IMPROVEMENT FUND				647,839.41

Fund: 05 COMMUNITY & REC CENTER FUND

Department: 490 COMMUNITY RECREATION CENT

Check No.	Vendor/Employee	Transaction Description	Date	Amount
74816	BUNTING DISPOSAL, INC.	TRASH SERVICE	10/23/2015	113.75
74768	CARD SERVICES	CRC- BATTERIES, SUPPLY STRIP, PRINTING, MEMORY CARDS	10/16/2015	535.04
74747	CENTURY LINK	TELEPHONE SVC	10/16/2015	1.31
74714	CENTURYLINK	INTERNET CRC	10/16/2015	629.79
74809	CENTURYLINK	UTILITIES	10/23/2015	496.13
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	9.80
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	12.96
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	12.96
74574	OFFICE DEPOT	OFFICE SUPPLIES	10/02/2015	0.93
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	0.05
74889	OFFICE DEPOT	OFFICE SUPPLIES	10/30/2015	0.88
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	6.35
74893	RESERVE ACCOUNT	POSTAGE	10/30/2015	600.00
74884	SAMS CLUB DIRECT	PAPER PLATES	10/30/2015	117.66
74684	SECURITY AND SOUND DESIGN	GYM AMP REPLACEMENT DEPOSIT	10/09/2015	514.50
74789	SECURITY AND SOUND DESIGN	RESET ALARM SYSTEM	10/16/2015	80.00
74911	STAPLES CONTRACT AND COMMERCIAL	OFFICE SUPPLIES	10/30/2015	0.40
74620	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	10/09/2015	29.16
74628	XCEL ENERGY	UTILITIES -CRC	10/09/2015	5,769.14

Total for Department: 490 COMMUNITY RECREAT 8,930.81

Total for Fund:05 COMMUNITY & REC CENTER F 8,930.81

Fund: 06 WATER FUND

Department: 000 NO PROJECT CODE ASSIGNED

74802	ADVANCED UNDERGROUN	WATER METER RENTAL DEPOSIT REFUND	10/16/2015	2,100.00
74554	CONNELL RESOURCES INC.	METER RENTAL REFUND	10/02/2015	2,100.00
74863	Darcy Harris	Utility Billing Refund - Closed Account	10/23/2015	54.54
74865	DR Horton	Utility Billing Refund - Closed Account	10/23/2015	57.32
74866	DR Horton	Utility Billing Refund - Closed Account	10/23/2015	21.23
74868	Francis & Sheila Hillis	Utility Billing Refund - Closed Account	10/23/2015	114.00
74872	Harbor Walk Patio Homes	Utility Billing Refund - Closed Account	10/23/2015	78.62
74860	Jerry & Janet Steele	Utility Billing Refund - Closed Account	10/23/2015	58.70
74857	John & Tracy Boucher	Utility Billing Refund - Closed Account	10/23/2015	128.13
74859	Julie Ruane	Utility Billing Refund - Closed Account	10/23/2015	37.81
74870	Lennar Colorado, LLC	Utility Billing Refund - Closed Account	10/23/2015	25.59
74874	Lennar Colorado, LLC	Utility Billing Refund - Closed Account	10/23/2015	39.83
74875	Lennar Colorado, LLC	Utility Billing Refund - Closed Account	10/23/2015	39.29
74876	Lennar Colorado, LLC	Utility Billing Refund - Closed Account	10/23/2015	39.35
74877	Lennar Colorado, LLC	Utility Billing Refund - Closed Account	10/23/2015	39.20
74878	Lennar Colorado, LLC	Utility Billing Refund - Closed Account	10/23/2015	39.51
74594	MCCAULEY CONSTRUCTORS, INC	MATER RENTAL REFUND	10/02/2015	2,100.00
74862	Paul Silverman	Utility Billing Refund - Closed Account	10/23/2015	6.14
74615	ROCKY MOUNTAIN ENVIRONMENTAL CONSTRUCTION	WATER METER RENTAL DEPOSIT REFUND	10/02/2015	2,100.00
74881	Rocky Mountain Property Management, Inc	Utility Billing Refund - Closed Account	10/23/2015	107.73
74879	Scott & Lori Coakley	Utility Billing Refund - Closed Account	10/23/2015	45.61
74861	William & Susan Adams	Utility Billing Refund - Closed Account	10/23/2015	85.83

Total for Department: 000 NO PROJECT CODE 9,418.43

Department: 471 WATER

74699	392 VENTURES	WATER LINE OVERSIZING-FALCON PT SUB	10/09/2015	62,239.50
74794	BABCOCK LABORATORIES, INC.	LAB TESTING	10/16/2015	2,220.00
74602	BATES ENGINEERING INC	3MG WATER TANK CONSTR PHASE SVCS	10/02/2015	2,078.11
74768	CARD SERVICES	PW- NPWC CONF LODGING/CAB	10/16/2015	486.93
74747	CENTURY LINK	TELEPHONE SVC	10/16/2015	0.71

Check No.	Vendor/Employee	Transaction Description	Date	Amount
74716	CITY OF GREELEY WATER DEPARTMENT	WATER PURCHASED	10/16/2015	102,201.27
74811	CITY OF GREELEY WATER DEPARTMENT	WATER PURCHASED	10/23/2015	2,878.09
74751	CLEAR WATER SOLUTIONS INC	POTABLE WATER	10/16/2015	377.50
74899	CLEAR WATER SOLUTIONS INC	CWCB WEP UPDATE 9/1/15 - 10/4/15	10/30/2015	3,246.20
74552	COREN PRINTING, INC.	DOOR HANGERS	10/02/2015	159.00
74827	DATAPRINT SERVICES, LLC	POSTAGE	10/23/2015	1,117.39
74776	FARNSWORTH GROUP, INC.	WATER PUMP STATION REPAIR STUDY	10/16/2015	959.50
74806	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	10/23/2015	30,738.90
74596	JVA, INCORPORATED	WATER LINE REPLACEMENT STUDY	10/02/2015	990.00
74710	MANWEILER HARDWARE, INC	PIPE FITTINGS, BUNGEE CORDS	10/16/2015	60.61
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	9.72
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	9.72
74625	NORTH WELD COUNTY WATER DISTRICT	WATER PURCHASED	10/09/2015	100,226.43
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	22.15
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	150.44
74613	PITTSBURG TANK & TOWER MAINTENANCE COMPANY	TANK INSPECTION	10/02/2015	2,550.00
74568	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	10/02/2015	772.50
74720	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	10/16/2015	31.43
74814	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	10/23/2015	32.17
74887	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	10/30/2015	772.50
74893	RESERVE ACCOUNT	POSTAGE	10/30/2015	600.00
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	1.10
74566	TIMBERLINE ELECTRIC AND CONTRO	WATER LEVEL TELEMETRY FOR NEW TANK	10/02/2015	10,615.00
74635	UTILITY NOTIFICATION CENTER OF COLORADO	LOCATE TRANSMISSIONS	10/09/2015	514.80
74856	VARRA COMPANIES, INC	FLOW FILL FOR WATER EXCAVATION	10/23/2015	546.50
74775	WELD CO DEPT OF PUBLIC HEALTH	TOTAL COLIFORM & E COLI SAMPLES	10/16/2015	1,340.00

Total for Department: 471 WATER 327,948.17

Department: 484 NON-POTABLE

74892	AQUA ENGINEERING, INC.	COVENANT PARK GROUNDWATR PUMP SYSTEM	10/30/2015	220.00
74751	CLEAR WATER SOLUTIONS INC	KERN/WCSF RE-4 12-120	10/16/2015	15,738.36
74590	NEW CACHE LA POUDE IRRIGATING	SHARE TRACE FOR EKLUND WATER SHARES	10/02/2015	500.00
74624	NORTH WELD COUNTY WATER DISTRICT	TRANSFERRED WATER	10/09/2015	36.30
74887	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	10/30/2015	347.92
74712	XCEL ENERGY	UTILITIES-KERN	10/16/2015	63.19

Total for Department: 484 NON-POTABLE 16,905.77

Total for Fund:06 WATER FUND 354,272.37

Fund: 07 SEWER FUND

Department: 481 SEWER SYSTEM

74768	CARD SERVICES	PW- PWO SEMINAR LODGING, RMWEA CONF REG	10/16/2015	560.00
74630	CENTURYLINK	UTILITIES	10/09/2015	161.62
74809	CENTURYLINK	UTILITIES	10/23/2015	49.19
74827	DATAPRINT SERVICES, LLC	POSTAGE	10/23/2015	1,959.07
74710	MANWEILER HARDWARE, INC	SAFETY GLASSES, EAR MUFFS, KNIFE, SPRAYER, ETC.	10/16/2015	67.57
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	3.24
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	3.24
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	0.62
74720	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	10/16/2015	34.69
74893	RESERVE ACCOUNT	POSTAGE	10/30/2015	150.00
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	1.10
74573	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE INC	SERVICE CALL-REPL. MOTOR SAVER @ LS #8	10/02/2015	535.99
74724	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE INC	SERVICE CALL-PHONE NOT WORKING @ LS# 8	10/16/2015	198.00
74620	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	10/09/2015	200.05
74628	XCEL ENERGY	UTILITIES -WATER/SEWER	10/09/2015	544.62

Check No.	Vendor/Employee	Transaction Description	Date	Amount
74741	AAA AUTO PARTS NAPA WINDSOR	SAFTETY GLOVES	10/16/2015	12.99
Total for Department: 481 SEWER SYSTEM				4,481.99
Department: 482 DISPOSAL PLANT				
74737	BATTERIES PLUS	3.7V BATTERY	10/16/2015	16.95
74816	BUNTING DISPOSAL, INC.	TRASH SERVICE	10/23/2015	34.84
74630	CENTURYLINK	UTILITIES	10/09/2015	205.26
74809	CENTURYLINK	UTILITIES	10/23/2015	61.27
74850	CITY OF FORT COLLINS	POUDRE RIVER COOP MONITOR PGM LAB SVC	10/23/2015	3,697.33
74578	COLORADO ANALYTICAL LABORATORY	LAB TEST	10/02/2015	540.00
74829	CUMMINS ROCKY MOUNTAIN, LLC	PM SVC GENERATOR WWTP	10/23/2015	1,341.32
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	4.90
74837	FARNSWORTH GROUP, INC.	WWTP IMPROVEMENTS- CONSTRUCTION SERVICE	10/23/2015	22,865.09
74771	FASTENAL COMPANY	HARDWARE	10/16/2015	990.80
74637	HD SUPPLY FACILITIES MAINTENANCE, LTD USA BLUE	BLOWER COUPLERS	10/09/2015	152.87
74818	HOME DEPOT USA, INC	MAILS, 2X6 STUDS, PVC PARTS	10/23/2015	60.26
74646	MAIL N COPY	INK CARTRIDGES	10/09/2015	196.08
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	6.48
74900	MINES AND ASSOCIATES PC	EMPLOYEYEE ASSISTANCE PGM NOV 2015	10/30/2015	6.48
74817	PARKSON CORPORATION	AERATION PARTS	10/23/2015	1,038.60
74720	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	10/16/2015	271.84
74814	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	10/23/2015	17,632.24
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	1.10
74573	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE INC	INSTALL DRIVE FOR BLOWER @ WWTP	10/02/2015	148.50
74718	VARTEC TELECOM	FAX MACHINE SVC	10/16/2015	1.25
74890	WINDSOR HARDWARE, LLC	SAW BLADE, PVC CEMENT	10/30/2015	161.66
Total for Department: 482 DISPOSAL PLANT				49,435.12
Total for Fund:07 SEWER FUND				53,917.11
Fund: 08 STORM DRAIN FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
74871	Cottages at Highland Meadows LLC	Utility Billing Refund - Closed Account	10/23/2015	2.99
74880	Ids Homes	Utility Billing Refund - Closed Account	10/23/2015	48.92
74858	Jeffrey & Ashley Ladborde	Utility Billing Refund - Closed Account	10/23/2015	12.17
74867	Ramon Curtis Moore	Utility Billing Refund - Closed Account	10/23/2015	5.91
74873	Reserve at Highpointe Estates LLC	Utility Billing Refund - Closed Account	10/23/2015	0.54
74864	Sarita Metzger	Utility Billing Refund - Closed Account	10/23/2015	3.75
74869	William & Tamara Jenkins	Utility Billing Refund - Closed Account	10/23/2015	3.59
Total for Department: 000 NO PROJECT CODE				77.87
Department: 483 STORM DRAINAGE SYSTEM				
74730	ANDERSON CONSULTING ENGINEERS	LAW BASIN W. TRIB DESIGN	10/16/2015	32,705.58
74768	CARD SERVICES	ENG -MAILING FEE	10/16/2015	19.99
74617	CROW CREEK CONSTRUCTION, LLC	SET UP/OPERATE PUMP ON DAVIS SEEPAGE PIPE	10/02/2015	3,192.00
74827	DATAPRINT SERVICES, LLC	POSTAGE	10/23/2015	1,538.17
74924	DCP MIDSTREAM, LLC	LAW BASIN W. TRIB CHANNEL	10/30/2015	20,000.00
74772	FOSTER VALUATION COMPANY LLC	W TRIB LAW BASIN LAND EXPENSE	10/16/2015	1,500.00
74572	GLH CONSTRUCTION, INC.	REMOVE CLUVERT IN LAW DITCH	10/02/2015	6,121.01
74598	GREELEY LOCK AND KEY	SEWER ROBOT	10/02/2015	343.40
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	22.15
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	1.10
74618	UNIFIED TITLE COMPANY OF N. COLO, LLC	WINDSOR INDUST PK EASEMENT FOR LAW BASIN W. TRIB CHANNEL BALANCE	10/07/2015	132.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
74705	WELD COUNTY DISTRICT COURT	DEPOSIT FOR PINECREST EASEMENTS FOR LAW BASIN W. TRIB	10/09/2015	47,500.00
74927	WINDSOR LV, II, LLC	LAW PDM EASEMENT ACQUISITION	10/30/2015	14,900.00
			Total for Department: 483 STORM DRAINAGE SYS	127,975.40
			Total for Fund:08 STORM DRAIN FUND	128,053.27

Fund: 10 FLEET MANAGEMENT FUND

Department: 491 FLEET MANAGEMENT

74631	4 RIVERS EQUIPMENT	REPAIR A/C ON UNIT 35	10/09/2015	1,881.33
74741	AAA AUTO PARTS NAPA WINDSOR	LIGHT BULBS	10/16/2015	791.01
74780	AGFINITY, INCORPORATED	FUEL FOR FLEET	10/16/2015	18,215.77
74599	AIR CARE COLORADO	EMISSION TEST COUPONS	10/02/2015	465.00
74645	B AND G EQUIPMENT, INC	REPAIR UNIT 70 DUMP BODY HYDRO CYLINDER	10/09/2015	1,069.37
74908	BOMGAARS	DEWALT COMO KIT	10/30/2015	419.97
74768	CARD SERVICES	PW- LICENSE PLATES	10/16/2015	229.09
74928	CHRIS DEMPSEY	REIMB- ASE CERTIFICATION	10/30/2015	106.00
74839	CLASS C SOLUTIONS GROUP	DELUXE SNOW BRUSH	10/23/2015	40.29
74916	CLASS C SOLUTIONS GROUP	WATERLESS HAND WIPES	10/30/2015	33.98
74838	COLIN ROBERTS	TOWING SVC-UNIT 36	10/23/2015	45.00
74686	COMPLETE WIRELESS TECHNOLOGIES	REFURBISHED TOWN RADIOS	10/09/2015	786.00
74791	COMPLETE WIRELESS TECHNOLOGIES	ANTANA KITS	10/16/2015	112.00
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	4.90
74713	DXP ENTERPRISES, INC	BEARING	10/16/2015	154.70
74595	EATON SALES AND SERVICE, LLC	HEAVY DUTY USED OIL CADDY	10/02/2015	597.57
74835	FASTER ASSET SOLUTIONS	ANNUAL SUPPORT SERVICES	10/23/2015	7,882.49
74562	GRAINGER, INC.	WATER FILTER	10/02/2015	15.90
74885	GRAINGER, INC.	COMPRESSED AIR FILTER	10/30/2015	90.05
74656	HENSLEY BATTERY LLC	BATTERY	10/09/2015	204.21
74813	J. J. KELLER AND ASSOCIATES	DOT INSPECTION SHEETS	10/23/2015	226.00
74575	KENZ AND LESLIE DISTRIBUTING	ADDITIVES FOR FLEET VEHICLES	10/02/2015	454.40
74644	KENZ AND LESLIE DISTRIBUTING	INJECTOR ADAPTER FUEL KIT	10/09/2015	600.00
74743	KIMBALL MIDWEST	CUT OFF BLADE, OILER, BIT DRIVER, ETC.	10/16/2015	266.15
74907	KOIS BROTHER EQUIPMENT CO, INC	SANDER AND PLOW FOR UNIT 43	10/30/2015	129,220.81
74779	KUBAT EQUIPMENT & SERVICE CO	SERVICE ON GAS PUMP	10/16/2015	654.00
74567	LAWSON PRODUCTS, INC.	SHOP SUPPLIES	10/02/2015	352.22
74634	LAWSON PRODUCTS, INC.	THRED CHASER/REPAIR KIT TOOL	10/09/2015	569.89
74812	LAWSON PRODUCTS, INC.	WASHERS, CONNECTORS, SPLITWIRE LOOM, ETC.	10/23/2015	130.25
74735	MAC EQUIPMENT INC.	CARBURETOR	10/16/2015	444.43
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	9.72
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	9.72
74556	MOREY'S GLASS AND METALS INC	ROCK CHIP REPAIR-UNIT 78	10/02/2015	45.00
74606	MOTION AND FLOW CONTROL PRODUCTS	HYDRAULIC FITTINGS	10/02/2015	308.83
74788	MOTION AND FLOW CONTROL PRODUCTS	HYDRULIC HOSES	10/16/2015	140.25
74844	MOTION AND FLOW CONTROL PRODUCTS	HYDRULIC HOSES	10/23/2015	188.02
74649	O.J. WATSON EQUIPMENT	BLACK NERF BARS FOR UNIT 45	10/09/2015	194.10
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	14.89
74748	OREILLY AUTO PARTS	FILTERS, BRAKE ROTOR	10/16/2015	321.95
74904	RED DOG SIGNS AND WRAPS	TOWN LOGO	10/30/2015	157.50
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	284.40
74848	SMITH CO., INC.	ALTERNATOR	10/23/2015	130.90
74655	SPRADLEY BARR FORD, INC - FT COLLINS	HOSE ASY AND OIL DRAIN PLUG	10/09/2015	273.50
74585	T AND T TIRE OF WINDSOR, INC.	FLAT REPAIR UNIT 135	10/02/2015	216.49
74663	THE PAWNEE GROUP	CAR WASH TOKENS & DISCOUNT	10/09/2015	180.70
74593	TIRE CENTERS LLC	ALIGN THRUST ANGLE	10/02/2015	168.30
74563	WILLIAMS EQUIPMENT COMPANY	HYD. FILTER FOR UNIT 72	10/02/2015	91.50
74715	WILLIAMS EQUIPMENT COMPANY	HOSE AND SPRAY DOWN GUN	10/16/2015	459.96
74890	WINDSOR HARDWARE, LLC	KEY'S FOR UNIT 14	10/30/2015	19.95

Check No.	Vendor/Employee	Transaction Description	Date	Amount
74576	WIRELESS ADVANCED COMMUNICATIO	LAPTOP TABLE FOR PD UNIT	10/02/2015	198.67
74647	WIRELESS ADVANCED COMMUNICATIO	INSTALL ALLEY AND TRUNK LID LIGHT IN UNIT 26	10/09/2015	1,140.30
74564	ZEP SALES AND SERVICE	SUPER CLEANER, TKO HAND CLEANER	10/02/2015	182.94
Total for Department: 491 FLEET MANAGEMENT				170,800.37
Total for Fund:10 FLEET MANAGEMENT FUND				170,800.37

Fund: 11 INFORMATION TECHNOLOGY FUND

Department: 492 INFORMATION TECHNOLOGY

74796	ACCELA, INC	ONLINE UTILITY BILLS MONTHLY TRANSACTION FEES	10/16/2015	2,707.00
74768	CARD SERVICES	IT- REMOTE SUPPORT SOFTWARE LICENSE RENEWAL	10/16/2015	238.00
74583	COMCAST CABLE COMM. LLC	INTERNET-PD	10/02/2015	8.15
74740	COMCAST CABLE COMM. LLC	CABLE-CRC	10/16/2015	248.89
74826	COMCAST CABLE COMM. LLC	INTERNET-TH	10/23/2015	212.90
74895	COMCAST CABLE COMM. LLC	INTERNET-PD	10/30/2015	10.63
74793	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEE	10/16/2015	4.90
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	12.96
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	12.96
74671	NEWEGG BUSINESS, INC	TONER	10/09/2015	447.30
74832	NEWEGG BUSINESS, INC	CARD READERS FOR PD	10/23/2015	78.35
74574	OFFICE DEPOT	OFFICE SUPPLIES	10/02/2015	2.80
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	0.14
74889	OFFICE DEPOT	OFFICE SUPPLIES	10/30/2015	2.63
74925	PASTPERFECT SOFTWARE INC	SOFTWARE DATA CONVERSION	10/30/2015	480.00
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	4.80
74911	STAPLES CONTRACT AND COMMERCIAL	OFFICE SUPPLIES	10/30/2015	1.20
74620	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	10/09/2015	212.38
74643	XEROX CORPORATION	XEROX MONTHLY LEASE PYMT	10/09/2015	3,072.13
Total for Department: 492 INFORMATION TECHNO				7,758.12
Total for Fund:11 INFORMATION TECHNOLOGY				7,758.12

Fund: 15 HEALTH INSURANCE FUND

Department: 000 NO PROJECT CODE ASSIGNED

74767	1ST BANK OF NORTHERN COLORADO	BI-WEEKLY EMPLOYEE PARYOLL DEDUCTIONS	10/16/2015	8,808.45
74834	1ST BANK OF NORTHERN COLORADO	BI-WEEKLY EMPLOYEE PAYROLL DEDUCTIONS	10/23/2015	8,778.65
Total for Department: 000 NO PROJECT CODE				17,587.10
Total for Fund:15 HEALTH INSURANCE FUND				17,587.10

Fund: 17 FACILITY SERVICES

Department: 496 CUSTODIAL SERVICE

74787	ARCHON SYSTEMS INC	INVENTORY SOFTWARE MAINT	10/16/2015	199.00
74690	BRON TAPES OF COLORADO, INC	TAPE FOR TARPING @ CRC	10/09/2015	371.68
74803	DUPRAY USA, LLC	STEAM CLEANER	10/16/2015	1,997.00
74666	FISH WINDOW CLEANING	WINDSOW CLEANING @ PD	10/09/2015	415.00
74905	FISH WINDOW CLEANING	WINDOW CLEANING @ TOWN HALL	10/30/2015	2,795.00
74589	HILLYARD INC	GLOVES, SOAP, PAPER TWLS, TP	10/02/2015	1,822.39
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	12.96
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	12.96
74574	OFFICE DEPOT	OFFICE SUPPLIES	10/02/2015	0.93

Check No.	Vendor/Employee	Transaction Description	Date	Amount
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	0.05
74889	OFFICE DEPOT	OFFICE SUPPLIES	10/30/2015	0.88
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	1.16
74911	STAPLES CONTRACT AND COMMERCIAL	OFFICE SUPPLIES	10/30/2015	0.40
74633	SUPPLYWORKS	EXTENTION CORD	10/09/2015	636.04
74790	UNISOURCE WORLDWIDE INC	TOILET AND GLASS CLEANER, CAN LINERS	10/16/2015	310.53
74890	WINDSOR HARDWARE, LLC	GROUND CONNECTORS	10/30/2015	125.39

Total for Department: 496 CUSTODIAL SERVICE 8,701.37

Department: 497 FACILITY MAINTENANCE

74833	ACADEMIC SPECIALTIES, INC	REPAIR GYM CURTAIN @ CRC	10/23/2015	520.00
74914	AIR COMFORT, INC	HVAC REPAIR - TOWN HALL	10/30/2015	212.50
74571	ARAPAHOE RENTAL	FLOOR SANDER CRC	10/02/2015	54.85
74847	BITZERS' POOL SERVICES	LEAK WITHIN SLIDE POOL, PLUS WINTERIZATION	10/23/2015	2,309.99
74577	C.E.M. SALES AND SERVICE	POOL WINTERISER	10/02/2015	2,313.97
74809	CENTURYLINK	UTILITIES	10/23/2015	50.08
74681	COLORADO MEDICAL WASTE INC	CONTAINERS FOR BIOWASTE	10/09/2015	81.00
74903	DEAN CONTRACTING, INC.	SERVICE CALL- AUTO GATE REPAIR AT PD	10/30/2015	1,098.21
74731	ENVIROPEST	PEST CONTROL	10/16/2015	391.00
74771	FASTENAL COMPANY	HAMMER BIT	10/16/2015	30.61
74621	GENERAL AIR SERVICE AND SUPPLY CO	LIG. CO2. POOL	10/09/2015	13.56
74562	GRAINGER, INC.	DIMMER SWITCH	10/02/2015	550.22
74885	GRAINGER, INC.	LAMPS	10/30/2015	714.66
74551	JOHN BRUNNER AND COMPANY	WATER LINE REPAIR @ CRC	10/02/2015	1,762.20
74805	JOHN BRUNNER AND COMPANY	REPLACE THERMOSTAT IN TERRY'S OFFICE	10/23/2015	187.50
74710	MANWEILER HARDWARE, INC	WATERPROOF COVER	10/16/2015	9.89
74662	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE	10/09/2015	6.48
74900	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PGM NOV 2015	10/30/2015	6.48
74574	OFFICE DEPOT	OFFICE SUPPLIES	10/02/2015	1.89
74727	OFFICE DEPOT	OFFICE SUPPLIES	10/16/2015	0.08
74889	OFFICE DEPOT	OFFICE SUPPLIES	10/30/2015	1.76
74831	OLD NATIONAL BANK	ENERGY EFFICIENCY LEASE PURCHASE OCT 2015	10/23/2015	3,455.41
74600	ROCKY MOUNTAIN POWER GENERATIO	EMERGENCY GENERATOR PM	10/02/2015	595.00
74561	SAMS CLUB DIRECT	OFFICE SUPPLIES	10/02/2015	3.02
74573	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE INC	LOCATES AT POOL	10/02/2015	786.67
74724	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE INC	NEW FURNITURE ELECTRIC HOOK-UP PD	10/16/2015	411.27
74911	STAPLES CONTRACT AND COMMERCIAL	OFFICE SUPPLIES	10/30/2015	0.80
74570	VICTORY SALES, INC	UNIFORMS	10/02/2015	240.00
74605	WESTVIEW PRODUCTIONS LLC	PHOTO EYE FOR NIGHT SITE LIGHTING	10/02/2015	863.69
74890	WINDSOR HARDWARE, LLC	PLUG	10/30/2015	42.48

Total for Department: 497 FACILITY MAINTENAN 16,715.27

Total for Fund:17 FACILITY SERVICES 25,416.64

Fund: 19 DOWNTOWN DEVELOPMENT AUTHORI

Department: 486 DOWNTOWN DEVELOPMENT AU

74921	BREAST FRIENDS SUPPORT GROUP	FUNDING FOR FOOTSTEPS & HOPE EVENT	10/30/2015	3,000.00
74768	CARD SERVICES	DDA- DOWNTON CO INC CONF REG	10/16/2015	40.00
74612	JASON SHAEFFER	PER DIEM -DDA CONF 10/6-9, 2015	10/02/2015	66.00
74920	KAILLEE MELENDEZ	DDA WEBSITE & NEWSLETTER 9/15/15-10/15/15	10/30/2015	75.00
74597	KRISTIE MELENDEZ	K.MELENDEZ PER DIEM DCI CONFERENCE	10/02/2015	173.00
74766	KRISTIE MELENDEZ	MILEAGE TO DCI CONFERENCE	10/16/2015	448.50
74709	LIL FLOWER SHOP	SYMPATHY FLOWERS FOR THE MELENDEZ FAMILY	10/16/2015	59.95
74658	PITNEY BOWES	LEASE/POSTAGE MACHINE	10/09/2015	12.09
74893	RESERVE ACCOUNT	POSTAGE	10/30/2015	50.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
74828	THE GREELEY TRIBUNE	DDA WEBSKIN	10/23/2015	333.00
74890	WINDSOR HARDWARE, LLC	DDA-CABLE TIES FOR SIGNS	10/30/2015	17.99
Total for Department: 486 DOWNTOWN DEVELOP				4,275.53
Total for Fund:19 DOWNTOWN DEVELOPMENT A				4,275.53
Fund: 21 COMMUNITY CENTER EXPANSION				
Department: 493				
74778	BARKER RINKER SEACAT ARCHITECT	CRC EXPANSION	10/16/2015	59,268.86
74739	CTL/THOMPSON, INC.	CRC EXPANSION	10/16/2015	2,575.00
74691	PINKARD CONSTRUCTION COMPANY	CRC EXPANSION	10/09/2015	561,923.24
Total for Department: 493				623,767.10
Total for Fund:21 COMMUNITY CENTER EXPANS				623,767.10
Total				3,119,238.64
Payroll 2 Pay Periods				384,831.82
Grand Total				<u>3,504,070.46</u>



MEMORANDUM

Date: November 9, 2015
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Eric Lucas, Director of Parks, Recreation, and Culture
Re: Boardwalk Park Band Shell
Item #: C.1

Background / Discussion:

On June 8th Town Board directed staff to move forward with design development of a band shell / shelter located at the current show stage pad within Boardwalk Park. Staff has been working with Root House Studio (RHS) to create a performance venue that will work for small and large events. In addition, staff has directed RHS to include improvements to the vendor section of the park (parking lot area). Combined, these improvements will help ensure Boardwalk Park remains a fantastic resource for residents as well as a regional destination during large events.

The proposed design includes screening, accessibility, power and sound. RHS will present the current design concept and design elements. With Town Board support the intent is to move forward with final design drawings to help ensure the project can be constructed in the spring of 2016. This timeline will enable staff to utilize the structure for events in 2016.

Financial Impact:

None at this time. It should be noted that the project estimate is currently under budget.

Relationship to Strategic Plan:

Goal 2.A.

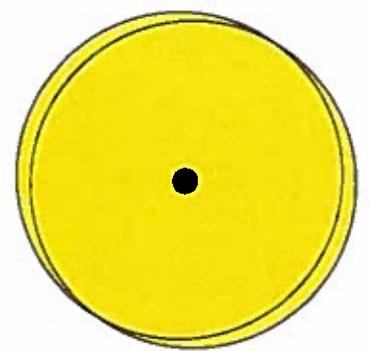
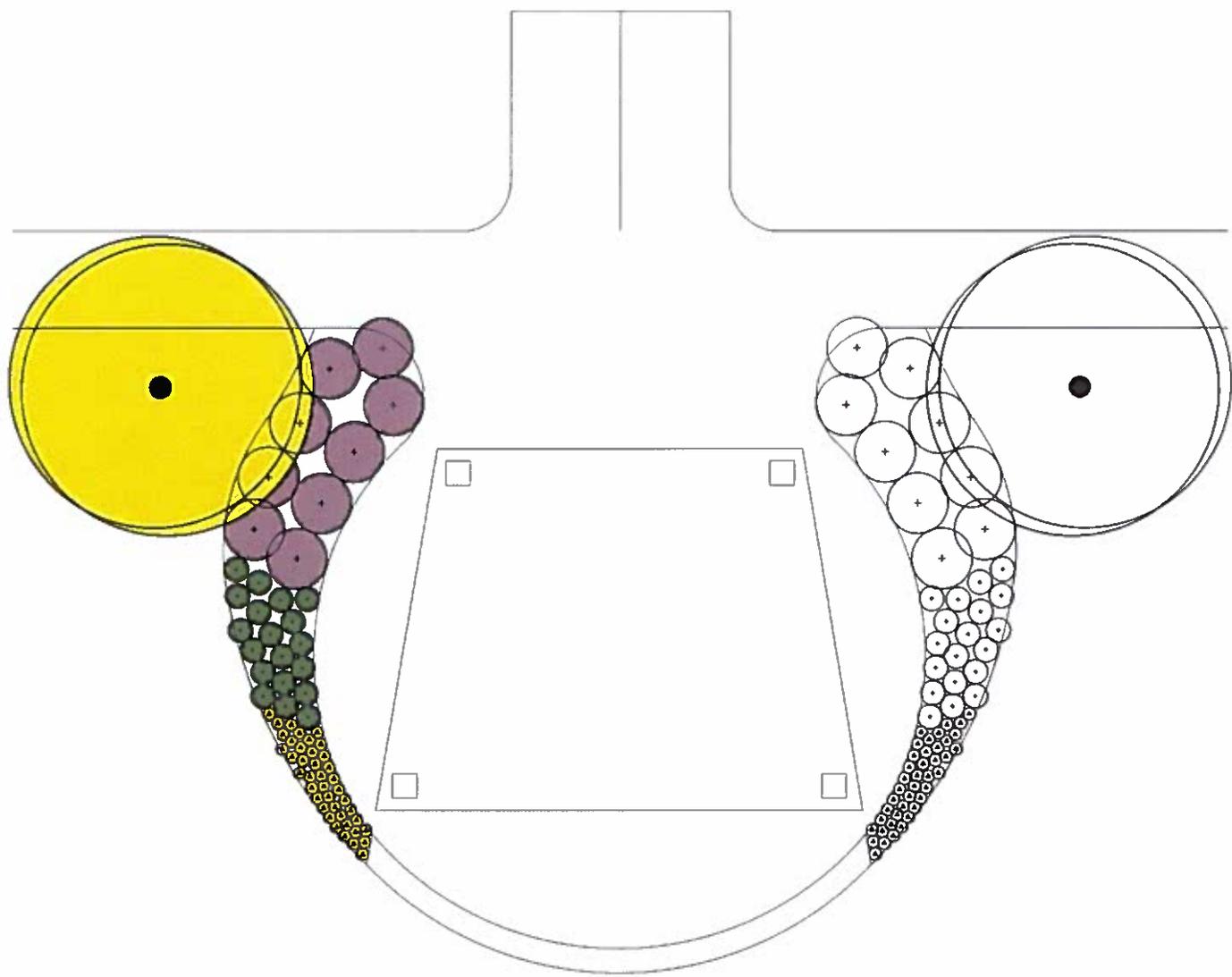
Recommendation:

Direct staff to proceed with construction documents based on the current design drawings and feedback received during meeting.

Attachments:

C.1. A Architect Renderings





DECIDUOUS TREES



GRASSES/SHRUBS



SMALL SHRUBS



PERENNIALS



Boardwalk Park
Design Development
Windsor, CO

October 28, 2015





Boardwalk Park
Design Development

Windsor, CO

October 28, 2015



ROOT HOUSE
ARCHITECTS



MEMORANDUM

Date: November 9, 2015
To: Mayor and Town Board
Via: Regular meeting materials, November 9, 2015
From: Ian D. McCargar, Town Attorney
Re: Repeal of temporary signs for residential lot sales
Item #: C.2.

Background / Discussion:

The attached Ordinance Repealing Section 16-9-190 of the *Windsor Municipal Code* Concerning Permit Requirements for Temporary Advertising Intended to Promote Residential Development is a companion to Item C-3, and is presented for the same reason. Code Section 16-9-190 was added during the economic downturn to facilitate lagging residential lot sales. Aside from having limited relevance in the current economic climate, the content-based nature of this regulation runs afoul of the Supreme Court's decision in *Reed vs. Town of Gilbert, Arizona*. In order to preserve the remainder of our sign code, the repeal of the residential lot sales language is advised.

These sign code repeal measures are presented separately to assure clarity of the record.

Staff has requested an appropriation to fund a full-scale review of the Town's land use code in 2016 and 2017, which will give us the opportunity to examine sign regulations as a whole.

There have been no changes to the ordinance since first reading.

Recommendation:

Adopt the attached Ordinance Repealing Section 16-9-190 of the *Windsor Municipal Code* Concerning Permit Requirements for Temporary Advertising Intended to Promote Residential Development on second reading.

Attachments:

Ordinance No. 2015-1510 - Ordinance Repealing Section 16-9-190 of the Windsor Municipal Code Concerning Permit Requirements for Temporary Advertising Intended to Promote Residential Development

TOWN OF WINDSOR

ORDINANCE NO. 2015 - 1510

AN ORDINANCE REPEALING SECTION 16-9-190 OF THE *WINDSOR MUNICIPAL CODE* CONCERNING PERMIT REQUIREMENTS FOR TEMPORARY ADVERTISING INTENDED TO PROMOTE RESIDENTIAL DEVELOPMENT

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

WHEREAS, the Town of Windsor regulates signs on a content-neutral basis in Article 9 of Chapter 16 (“Sign Code”); and

WHEREAS, Section 16-9-190 was added to the Sign Code in 2011 to allow for signs intended to promote residential development during the then-effective economic downturn, and created special rules applicable to those types of signage; and

WHEREAS, recent case law has called into question the constitutionality of sign code distinctions based on content; and

WHEREAS, the Town of Windsor desires to maintain the constitutionality and enforceability of its sign regulations and remain content-neutral, therefore the Town Board should consider repealing Section 16-9-190 of the *Windsor Municipal Code*, and thereafter rely upon the provisions of Chapter 16, Article 9 for sign regulation;

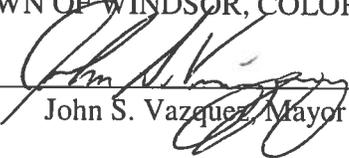
WHEREAS, the repeal of Section 16-9-190 of the *Windsor Municipal Code* will simplify the regulation and enforcement of signage, resulting in increased efficiency and consistency over time.

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

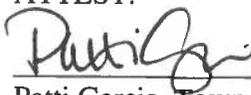
Section 16-9-190 of the *Windsor Municipal Code* is hereby repealed in its entirety.

Introduced, passed on first reading, and ordered published this 26th day of October, 2015.

TOWN OF WINDSOR, COLORADO

By 
John S. Vazquez, Mayor

ATTEST:


Patti Garcia, Town Clerk



Introduced, passed on second reading, and ordered published this 9th day of November, 2015.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

JAMES M. MOCK, PLLC

ATTORNEY AT LAW
P.O. BOX 11196
BOULDER, COLORADO 80301
1919 8TH STREET, SUITE 204
BOULDER, COLORADO

TELEPHONE: 303-915-3289
E-MAIL: JIM@MOCKLAWOFFICE.COM

MEMORANDUM

October 15, 2015

TO: Town Board
Town of Windsor

CC: Kelly Arnold, Town Manager
Ian McCargar, Town Attorney
Town of Windsor

FROM James M. Mock

RE: **Final Review of Service Plan For East Fossil Creek Ranch Metropolitan District Nos. 1-2**

I have reviewed the Service Plan dated October 8, 2015 for the above-referenced metropolitan districts proposed to be organized within the Town, and I have discussed it in detail with Town Staff. Based on this Service Plan's high level of compliance with the Town's revised Model Service Plan and Code provisions, **I recommend Town Board approval of the Ordinance before you.** This memo provides some background context and then provides the applicable review criteria for your consideration in determining whether to approve the Ordinance. A summary of the Service Plan is included in the attached Appendix 1 incorporated into this memo by reference.

Background

The metropolitan districts governed by the Service Plan and the Intergovernmental Agreement are related to the 252 acre Fossil Creek Ranch project located west of and adjacent to Larimer County Road 5 and south and adjacent to Larimer Country Road 34C. The Service Plan was submitted in early September. I reviewed it against the text of the Town's revised Model Service Plan and against Town Code Chapter 19 (Special Districts) approved by the Town Board in late August. I communicated the findings and

recommendations of my review to Town Staff and, then, to the proponents of the Districts. Our comments have been adopted over the course of two subsequent drafts into the Service Plan and IGA before you. Our work in bringing the Service Plan and IGA to this point was completed by early October.

Service Plan Approval Criteria

Based on my review of the Service Plan, it is my conclusion that the Town Board can reasonably find that the Service Plan meets or exceeds each of the Special District Act's and Town's four criteria for approval. Those criteria are:

- a. There is sufficient existing and projected need for continued organized service in the area to be served by the Districts;
- b. The existing service in the area to be served by the Districts is not adequate for present and projected needs;
- c. The Districts are capable of providing economical and sufficient services to the area they intend upon serving;
- d. The area to be included within the Districts has, or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.

Reference is made to the Service Plan (including Exhibits) and the attached Appendix 1 for substantiation of these criteria. A representative from the proponent is also expected to be in attendance on at the Town Board meeting on October 26 to address any further questions or provide any additional requested detail. I will also be in attendance at the October 26 meeting, and I look forward to addressing any questions that may arise.

Appendix 1

Summary of East Fossil Creek Ranch Metropolitan District Nos. 1-2 Service Plan

Summary of Factual Information

1. The Project is west of and adjacent to Larimer County Road 5 and south and adjacent to Larimer County Road 34C.
2. All property is currently located within Town of Windsor boundaries (per Service Plan).
3. It is expected that the Districts will serve residential development. If the Inclusion Area is incorporated into either of the Districts, it is expected that the Districts will also serve multi-family and/or commercial development.
4. Total Project area: 252 acres (83 acres initially plus 169 acre Inclusion Area).
5. 292 single family units in initial boundaries; Inclusion Area estimated to have 400 multi-family units and 650,000 sf of commercial space.
6. Maximum Debt Authorization: \$16,280,000.
7. The Inclusion Area overlaps with the area anticipated to be part of a West Fossil Creek Metro District (which possible District will be the subject of a Service Plan expected to be submitted to the Town in the future). The Service Plan includes provisions that prevent a scenario where property is included in both the East and West Districts.
8. The estimated costs of organizing the Districts and initial operations is \$75,000. This number is on the low side of Service Plans I have reviewed for the Town.
9. V.D. The following proposed “demonstrated public benefit” is consistent with similar enhancements provisions approved by the Town Board:

Formation of the Districts is expected to provide enhanced amenities for residents that would otherwise be unavailable. The Project may include a pool and miniature golf course at a community clubhouse along with enhanced landscaping and streetscaping throughout the Service Area. The Project will include open space and fencing, irrigation, and streetscaping improvements within the Service Area, and will stimulate the development of a significant area of commercial and residential development along the I-25 Corridor and within the Town. The Project may also include regional trail connections from the Districts’ Service Area to the regional Poudre River Trail Corridor further enhancing the regional and sub-regional benefit of the Project.

Public Improvements for the Districts also include offsite improvements to adjacent roadways and intersections along County Road 5 and County Road 34C to improve traffic flow and improve access to I-25 from the Districts' Service Area and from the Town.

10. Exhibits A-C are prepared by Northern Engineering, are well developed, and comply with the requirements of the Town Code's special district provisions. I have not tracked or checked the legal descriptions for accuracy; that responsibility falls to the proponents of the Districts.
11. Exhibit D (Preliminary Infrastructure Plan) appears to be comprehensive and is prepared in conformance with the Town Code and Model Service Plan requirements. The estimated costs of Public Improvements is \$25,214,580. As part of that amount, the PIP contemplates expenditures of approximately \$1.5 Million for open space improvements.
12. Exhibit E (Map Depicting Public Improvements) appears to be well developed. The Map indicates the Districts will improve CR 5 and CR 34, with interior roads to be improved by the Districts and conveyed to the Town.
13. Exhibit F (Financial Plan) has been prepared by Stifel, Nicolaus & Company, Incorporated, and it is generally in compliance with the Code. It includes the following assumptions (which are subject to change generally without approval of the Town):
 - a. Estimated assessed value in 2027 (reflecting full build-out in 2025): \$32,912,951
 - b. Single Family units are expected to be completed starting in 2018 with full build-out in 2021.
 - c. Three series of bonds issued every other year commencing in 2019
 - d. Total face amount of bonds: \$16,280,000

Summary of Changes from Model Service Plan

The following items have been added to the Service Plan and IGA and are not included in the Model Service Plan. Staff and I support these additions:

14. V.A.8: Consolidation Limitation: *The Districts may be consolidated with one another, with written notice to but without the prior consent of the Town, to accomplish the objectives set forth herein, and the consolidation thereof will not constitute a material modification of this Service Plan.*

15. V.A.10 Capital Improvements Fee: The Districts are authorized to impose a Capital Improvements Fee of \$0.80/sf on commercial property.

16. Section VI.K. Urban Renewal Authorities. The proponents requested a limitation on the Town's ability to include the project within the boundaries of an urban renewal authority. Town Staff proposed the following language, which has been included in the Service Plan:

The Districts' tax revenues shall not be affected by any urban renewal authority overlapping any portion of the Districts, the formation of which is approved by the Town, unless the Districts, Town, and urban renewal authority have complied with the requirements of Section 31-25-107(9.5), C.R.S.

17. Section X. Service Plan Amendment:

Upon request of the Districts to the Town Manager for a written determination as described above, the Districts may publish notice of its intent to undertake actions as authorized by Section 32-1-207(3)(b), C.R.S., provided that the Districts may proceed with the desired activities only after receipt of written approval from the Town.

TOWN OF WINDSOR

ORDINANCE NO. 2015 - 1511

AN ORDINANCE OF THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO APPROVING A CONSOLIDATED SERVICE PLAN FOR THE EAST FOSSIL CREEK RANCH METROPOLITAN DISTRICT NOS. 1-2 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND THE DISTRICTS

WHEREAS, the Town of Windsor, Colorado (the "Town") is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, the members of the Windsor Town Board (the "Town Board") have been duly elected, chosen and qualified; and

WHEREAS, Three T Investments, LLLP, a Colorado limited liability limited partnership, SPfister, LLC, a Colorado limited liability company, and Burnette/Young Investments, a Colorado general partnership (collectively, the "Developer") are the owners of certain real property referred to for land use planning purposes as the Fossil Creek Ranch single family unit residential planned unit development (the "Property"); and

WHEREAS, pursuant to the provisions of the Special District Control Act, Part 2 of Article 1 of Title 32, C.R.S., on October 8, 2015, the Developer formally filed a Consolidated Service Plan (the "Service Plan") for the proposed East Fossil Creek Ranch Metropolitan District Nos. 1-2 (the "Districts") with the Town; and

WHEREAS, after duly posting and publishing notice, the Town Board considered the Service Plan for first reading at its October 26, 2015, regular meeting; and

WHEREAS, at the October 26, 2015, regular meeting the Town Board took testimony from staff, the Developer, and the general public; and

WHEREAS, pursuant to Article XV of the Town of Windsor Home Rule Charter (the "Town Charter") and Chapter 19, Article 1 of the *Windsor Municipal Code* ("Special District Ordinance"), the Town Board has full authority to approve by ordinance service plans for metropolitan districts within the Town; and

WHEREAS, the Town Board has fully considered the Service Plan and desires to approve it subject to the findings set forth herein;

WHEREAS, the Town Board further finds it is in the best interests of the citizens of Windsor to authorize the appropriate Town officials to enter into an intergovernmental agreement with the Districts in substantially the form as that attached as Exhibit G to the Service Plan.

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

Section 1. The Town Board adopts the forgoing recitals as findings and conclusions of the Board.

Section 2. The Town Board hereby determines that the Service Plan contains all of the information required by C.R.S. § 32-1-202(2).

Section 3. The Town Board hereby determines that all of the jurisdictional and other requirements of the Special District Ordinance and the Town Charter have been fulfilled, including those relating to the filing and form of the Service Plan and that notice of the public meetings on this Ordinance was given in the time and manner required by law and the Town Charter.

Section 4. Pursuant to C.R.S. § 32-1-204.5, and based upon the information contained within the Service Plan and evidence presented to the Town Board, the Town Board hereby finds and determines pursuant to C.R.S. § 32-1-203(2), and Section 10 of the Special District Ordinance, as follows:

A. There is sufficient existing and projected need for organized service in the area to be served by the Districts.

B. The existing service in the area to be served by the Districts is inadequate for present and projected needs within the Development.

C. The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries.

D. The area to be included in the Districts will have the financial ability to discharge the proposed indebtedness on a reasonable basis.

E. Formation of the Districts enables the underlying project to result in a demonstrated public benefit.

Section 5. The Service Plan of the proposed Districts dated October 2, 2015, and attached hereto as Exhibit A, shall be and is hereby approved.

Section 6. The Town Clerk is hereby directed to provide the Developer with a certified copy of this Ordinance for the purpose of filing the same with the District Court of Larimer County.

Section 7. This Ordinance shall take effect as provided in the Town Charter

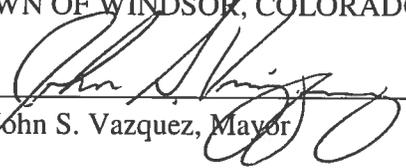
Section 8. The officers of the Town are authorized and directed to take all action necessary or appropriation to effectuate the provisions of this Ordinance.

Section 9. The Town Manager and Town Attorney are hereby authorized to enter into negotiations, on behalf of the Town of Windsor, with respect to an Intergovernmental Agreement between the Town of Windsor, Colorado and the East Fossil Creek Ranch Metropolitan Districts Nos. 1-2 in the form substantially identical to Exhibit G to the Service

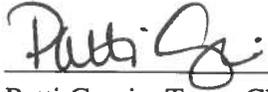
Plan, which Intergovernmental Agreement shall take effect only upon approval by resolution formally adopted by the Town Board.

Introduced, passed on first reading, and ordered published this 26th day of October, 2015.

TOWN OF WINDSOR, COLORADO

By 
John S. Vazquez, Mayor

ATTEST:


Patti Garcia, Town Clerk



Introduced, passed on second reading, and ordered published this 9th day of November, 2015.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

**SERVICE PLAN
FOR
EAST FOSSIL CREEK RANCH METROPOLITAN DISTRICT NOS. 1-2
TOWN OF WINDSOR, COLORADO**

Prepared by:

**Collins Cockrel & Cole, P.C.
390 Union Blvd., Ste. 400
Denver, Colorado 80228**

Submitted: October 8, 2015

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EXHIBIT A	Legal Descriptions
EXHIBIT B	Vicinity Map
EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map and Legal Description
EXHIBIT D	Preliminary Infrastructure Plan
EXHIBIT E	Map Depicting Public Improvements
EXHIBIT F	Financial Plan
EXHIBIT G	Service Plan Intergovernmental Agreement
EXHIBIT H	District Disclosure Form

I. INTRODUCTION

A. Purpose and Intent.

The Districts are intended to be independent units of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of this Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated residents and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

A multiple district structure is proposed in this Service Plan with District No. 1 serving as the Coordinating District and District No. 2 serving as a residential Financing District (or, with the Inclusion Area Boundaries, a mixed use Financing District). In order to assure delivery of the Public Improvements according to an Approved Development Plan, initial decision making is to be vested in the Project Developer through use of multiple districts. District No. 1 is proposed to be the Coordinating District, and is expected to coordinate the financing, construction and maintenance of all Public Improvements. District No. 2 is proposed to be the Financing District which is expected to include all or substantially all of the future development comprising the Project and provide the revenue to support the Districts Improvements and other services. The Coordinating District will be permitted to provide public service and facilities throughout the Districts pursuant to this Service Plan. Further, and notwithstanding the foregoing, the Districts may provide the Public Improvements and related services through any combination of Districts for the benefit of the property within the Service Area, subject to the limitations of this Service Plan. The Districts will consider from time-to-time whether they are eligible for inactive status under Section 32-1-104, C.R.S., and whether opting into such status will provide a cost savings to the Districts.

The Districts are not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan. This Service Plan has been prepared in accordance with Article 1 of Chapter 19 of the Town Code.

B. Need for the Districts.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public

Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding Districts' Service Plan.

The Town's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of a Debt Mill Levy to be imposed by the Districts. All Debt is expected to be repaid by taxes imposed and collected by the Districts at a property tax mill levy rate no higher than the limit set forth herein for the Debt Mill Levy and for a duration not to exceed the Maximum Debt Mill Levy Imposition Term, and from other legally available revenues, including but not limited to Capital Improvement Fees. Debt which is incurred within these parameters (as further described in the Financial Plan) will insulate property owners and property from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt. Under no circumstances is the Town agreeing or undertaking to be financially responsible for the Debt or the construction of Public Improvements.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with the Project and those regional improvements necessitated by the Project. Ongoing operational and maintenance activities are allowed, but only as specifically addressed in this Service Plan. In no case shall the mill levies imposed by the Districts on any property exceed the Maximum Aggregate Mill Levy.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt. However, if the Districts have authorized operating functions under this Service Plan, or if by agreement with the Town it is desired that the Districts shall continue to exist, then the Districts shall not dissolve but shall retain only the power necessary to impose and collect taxes or Fees to pay for costs associated with said operations and maintenance functions and/or to perform agreements with the Town.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy (which shall not exceed the maximum Debt Mill Levy rate and which shall not exceed the Maximum Debt Mill Levy Imposition Term) and from Capital Improvement Fees and other legally available revenues. It is the intent of this Service Plan to ensure to the extent possible that, as a result of the formation and operation of the Districts, no taxable property bears a tax burden that is greater than the Maximum Aggregate Mill Levy in amount, even under bankruptcy or other unusual situations. Generally, the costs of

Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

II. DEFINITIONS

In this Service Plan, the following terms which appear in a capitalized format herein shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Act: means the Special District Act, Article 1 of Title 32 of the Colorado Revised Statutes.

Approved Development Plan: means a plan, development agreement, or other process established by the Town (including but not limited to approval of a final plat or PUD by the Town Board, subdivision improvement agreement, or issuance of a building permit) for identifying and authorizing, among other things, Public Improvements necessary for facilitating development of property within the Service Area as approved by the Town pursuant to the Town Code and as amended pursuant to the Town Code from time to time.

Board: means the Board of Directors of a District.

Capital Improvement Fee: has the meaning set forth in Section V(A)(10) below.

Coordinating District: means District No. 1.

Covenant Enforcement and Design Review Services: means those services authorized under Section 32-1-1004(8), C.R.S.

Debt: means bonds, notes, contracts, or other financial obligations for the payment of which the Districts have pledged their general credit, promised to impose an ad valorem property tax mill levy, and/or have pledged District revenues. The terms do not include contracts through which the Districts procure or provide services or tangible personal property without the use of a multiple fiscal year financial obligation.

Debt Mill Levy: means a mill levy imposed for payment of the costs of Public Improvements and incidental capitalized costs, whether such payment is made on a current funding basis or to defray Debt incurred to pay the costs of the Public Improvements. The Debt Mill Levy is further described in Section VI.C. below.

District No. 1: means the East Fossil Creek Ranch Metropolitan District No. 1.

District No. 2: means the East Fossil Creek Ranch Metropolitan District No. 2.

Districts: means District No. 1 and District No. 2 collectively.

End User: means any owner, or tenant of any owner, of any taxable property within the Districts held as a dwelling or in connection with a business other than real estate development or construction within the Districts. By way of example, a homeowner, residential renter, commercial property owner, or commercial tenant is an End User. None of the following is an End User: a Project Developer; the business entity that constructs homes or commercial structures within the Project; and, a person who has filed (or should, in reasonable prudence, have filed) a conflict of interest disclosure with the Colorado Secretary of State pursuant to Section 24-18-110, C.R.S., on account of his or her business relationship with a Project Developer or other property owner within the District.

External Financial Advisor: means a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer or employee of the Districts or the Project Developer.

Fees: means fees, rates, tolls, penalties and charges as authorized by the Special District Act. The imposition and use of Fees is limited by this Service Plan, including as set forth in Section V.(A).(10).

Financial Plan: means the Financial Plan described in Section VI which is prepared by an External Financial Advisor (or a person or firm skilled in the preparation of financial projections for Colorado special districts) in accordance with the requirements of the Town Code. In the event the Financial Plan is not prepared by an External Financial Advisor, the Financial Plan is accompanied by a letter of support from an External Financial Advisor.

Financing District: means, District No. 2.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Maps: means the map attached hereto as Exhibits C-2 describing property proposed for inclusion within the Districts in the future and/or for service through one or more additional districts, as further described in Section III below. All of such area is already contained within the municipal boundaries of the Town.

Initial District Boundaries: means the boundaries of the area depicted in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as Exhibit C-1 describing the Districts' boundaries.

Map Depicting Public Improvements: means the map or maps attached hereto as Exhibit E, showing the approximate expected location(s) of the Public Improvements listed in the Preliminary Infrastructure Plan.

Maximum Aggregate Mill Levy: means the maximum total combined mill levy the Districts are permitted to impose on property for all purposes. The amount is set forth in Section VI.C. below.

Maximum Debt Authorization: means the total Debt the Districts are permitted to incur as set forth in Section V.A.6.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of the Debt Mill Levy on a particular property for purposes of paying the costs of the Public Improvements (as set forth in Section VI.D below).

Operations and Maintenance Mill Levy: means a mill levy the Districts are permitted to impose on property for payment of general operating expenses, including administration, operations, and maintenance costs. The Operations and Maintenance Mill Levy shall not be levied to pay for Public Improvements or Debt. It is further described in Section VI.C. below.

Preliminary Infrastructure Plan: means the Preliminary Infrastructure Plan described in Section V.B. which includes: (a) a preliminary list of the Public Improvements to be developed by the Districts; and (b) an estimate of the cost of the Public Improvements.

Project: means the development or property referred to for land use planning purposes as the Fossil Creek Ranch single family unit residential planned unit development. If property within the Inclusion Area Boundaries is included in the Districts, the Project will expand to serve multi-family residential and/or commercial development.

Project Developer: means a person undertaking the development of the Project and any individual or affiliated entity, such as a parent or subsidiary entity or entity under common control or ownership. The term also includes a master or limited developer and any successor developer. The current Project Developer and proponent of the Districts is Three T Investments, LLLP.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed by the Districts as generally described in the Special District Act, except as specifically

limited in Section V below, to serve the future property owners and residents of the Service Area.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map after such property has been included.

Service Plan: means this service plan for the Districts approved by the Town Board.

Service Plan Amendment: means an amendment to the Service Plan approved by the Town Board in accordance with applicable state law.

Service Plan Intergovernmental Agreement: means the intergovernmental agreement entered into by the town and the Districts in substantially the form as attached hereto as Exhibit G.

Special District Act: means Article 1 of Title 32 of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

TABOR: means article X, section 20 of the Colorado Constitution.

Town: means the Town of Windsor, Colorado.

Town Board: means the Town Board of the Town of Windsor, Colorado.

Town Code: means the Town of Windsor Code and any regulations, rules, or policies promulgated thereunder, as the same may be amended from time to time.

West Districts: means the potential future West Fossil Creek Ranch Metropolitan Districts to be created within the Inclusion Area Boundaries described in this Service Plan to serve a multi-family residential and commercial development.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 83 acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately 169 acres. A legal description of the Initial District Boundaries is attached hereto as part of Exhibit A. A map of the Initial District Boundaries is attached hereto as Exhibit C-1. A map of the Inclusion Area Boundaries is attached hereto as Exhibit C-2. A vicinity map is attached hereto as Exhibit B. The Project Developer owns the property within the Initial District Boundaries.

It is anticipated that the Districts' boundaries may change from time to time as inclusions and exclusions occur pursuant to Section 32-1-401, et seq., C.R.S., and Section

32-1-501, et seq., C.R.S., subject to the limitations set forth in this Service Plan. Property within the Inclusion Area Boundaries may be included into the boundaries of the Districts or may be the subject of a proposed Service Plan Amendment for the creation of one or more additional financing districts to serve such areas.

The Project Developer also owns the property within the Inclusion Area Boundaries. Subject to approval by the Town Board, the Project Developer intends to organize one or more separate special districts for development of Public Improvements for the property located within the Inclusion Area Boundaries to be known as the West Fossil Creek Ranch Metropolitan Districts. Although it is anticipated that the Initial District Boundaries may change from time to time, inclusions and exclusions of property within the Inclusion Area Boundaries are subject to the limitations set forth in this Service Plan. If the West Districts are organized, it is expected that no property in the Inclusion Area Boundaries will be included into the Districts. Further, no property shall be included in either of the Districts if also within any of the West Districts.

IV. PROPOSED LAND USE AND ASSESSED VALUATION

The Initial District Boundaries consist of approximately 83 acres. The Service Area is planned to include residential area, which will be mixed use if the property in the Inclusion Area Boundaries is included in the Districts. The current assessed valuation of the Initial District Boundaries is \$10,000 for this Service Plan and, at build out, is expected to be approximately \$7,347,899, which amount is expected to be sufficient to reasonably discharge the Debt to be incurred by the Districts. The current assessed valuation of the Initial District Boundaries together with the Inclusion Area Boundaries is \$12,500 for this Service Plan and, at build out, is expected to be approximately \$32,265,144, which amount is expected to be sufficient to reasonably discharge the Debt to be incurred by the Districts in the event that property in the Inclusion Area Boundaries is included. The estimated population within the District Boundaries at build out is expected to be approximately 759 persons (292 single family residential units with an average of 2.6 residents each). The estimated population within the Inclusion Area Boundaries at build out is expected to be approximately 800 persons (400 multi-family family residential units with an average of 2.0 residents each).

Approval of this Service Plan by the Town does not imply approval of the Project for development, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings which may be identified in this Service Plan or any of the exhibits attached thereto or any of the Public Improvements, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, SERVICES, AND LIMITATIONS

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to acquire, construct and install the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the State Constitution, subject to the limitations set forth herein.

If, after the Service Plan is approved, the General Assembly grants new or broader powers for metropolitan districts, to the extent permitted by law any or all such powers shall be deemed to be a part hereof and available to or exercised by the Districts upon execution of a written agreement with the Town Board concerning the exercise of such powers, which agreement shall be approved subject to the Town Board's sole legislative discretion. Execution and performance of such agreement by the Districts shall not constitute a material modification of this Service Plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and applicable provisions of the Town Code. To the extent the Public Improvements are not accepted by the Town or other appropriate jurisdiction, the Districts shall be authorized to operate and maintain any part or all of the Public Improvements, provided that any increase in an operations mill levy beyond the limits set forth herein shall be subject to approval by the Town Board.

2. Development Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, as applicable. The Districts directly or indirectly through the developer of the Project will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Unless waived by the Town, the Districts shall be required, in accordance with the Town Code, to post a surety bond, letter of credit, or other approved development security for any Public Improvements to be constructed by the Districts in connection with a particular phase. Such development security shall be released when the Districts (or the applicable District furnishing the security) have obtained funds, through bond issuance or otherwise, adequate to insure the construction of the applicable Public Improvements, or when the improvements have been completed and finally accepted. Any limitation or requirement concerning the time within which the Town must review a

District proposal or application for an Approved Development Plan or other land use approval is hereby waived by the Districts.

3. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

4. Inclusion and Exclusion Limitation. The Districts shall not include within their respective boundaries, any property outside of the Initial District Boundaries or the Inclusion Area Boundaries without the prior written consent of the Town Board. The boundaries of the Districts may be adjusted within the boundaries of the Service Area by inclusion or exclusion pursuant to the Act, provided that the following materials are furnished to the Town Planning Department: a) written notice of any proposed inclusion or exclusion is provided at the time of publication of notice of the public hearing thereon; b) an engineer's or surveyor's certificate is provided establishing that the resulting boundary adjustment will not result in legal boundaries for any District extending outside of the Service Area; and c) to the extent the resulting boundary adjustment causes the boundaries of the Districts to overlap, that any consent to such overlap required by Section 32-1-107, C.R.S. is furnished. Notwithstanding the preceding text, property located in an Inclusion Area may not be included into a District pursuant to Section 32-1-401(2)(a), C.R.S., i.e., all Inclusion Area property to be included within a District must be included pursuant to the consent of the fee owner or owners of one hundred percent of the property to be included. Inclusions or exclusions that are not authorized by the preceding text shall require the prior approval of the Town Board, and such approval shall not constitute a material modification of this Service Plan.

5. Initial Debt Limitation. Prior to the effective date of approval of an Approved Development Plan relating to development within the Service Area, the Districts shall not incur any Debt.

6. Maximum Debt Authorization. The Districts shall not incur Debt in excess of \$16,280,000. To the extent the Districts seek to modify the Maximum Debt Authorization, they shall obtain the prior approval of the Town Board. Increases which do not exceed 25% of the amount set forth above, and which are approved by the Town Board in a written agreement, shall not constitute a material modification of this Service Plan. Debt established pursuant to an intergovernmental agreement pledging the collection and payment of property taxes and/or Capital Improvement Fees in connection with a Coordinating District and Financing District(s) structure and which secures payment of Debt issued by the Coordinating District shall not count against the Maximum Debt Authorization limitation.

7. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply for, except pursuant to an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

8. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, other than as described in the following sentence. The Districts may be consolidated with one another, with written notice to but without the prior consent of the Town, to accomplish the objectives set forth herein, and the consolidation thereof will not constitute a material modification of this Service Plan.

9. Eminent Domain Limitation. The Districts shall not exercise their statutory power of eminent domain, except as may be necessary to construct, install, access, relocate or redevelop the Public Improvements identified in the Preliminary Infrastructure Plan. Any use of eminent domain shall be undertaken strictly in compliance with State law and shall be subject to prior consent of the Town Board.

10. Limitation on Using Fees for Capital Improvements. The Districts are prohibited from imposing or collecting Fees for purposes of paying for Public Improvements or Debt; provided, however, that the Districts may impose and collect a one-time capital improvement fee as a source of revenue for repayment of Debt and/or costs of Public Improvements in an amount not to exceed \$2,500 per dwelling unit for residential development or \$0.80 per square foot for commercial development (the "**Capital Improvement Fee**"). No Capital Improvement Fee related to repayment of Debt shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said taxable property. The Town undertakes no obligation to inform the Districts as to the status of Certificates of Occupancy or to monitor the collection of Capital Improvement Fees. Notwithstanding any of the foregoing, the restrictions in this

paragraph shall not apply to any Fee imposed or collected from taxable property for the purpose of funding administration, operation, and maintenance costs of the Districts.

11. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Aggregate Mill Levy have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan amendment; and

b. are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C, Section 903) and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

12. Pledge in Excess of Maximum Aggregate Mill Levy – Material Modification. Any Debt incurred with a pledge or which results in a pledge that exceeds the Maximum Aggregate Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

13. Covenant Enforcement and Design Review Services Limitation. The Districts are authorized to transfer responsibility for provision of covenant enforcement services and design review services under a declaration of covenants, conditions, and restrictions (“CCRs”) to a not for profit entity controlled by End Users. The Districts shall not impose assessments that might otherwise be authorized to be imposed and collected pursuant to a CCRs. The preceding sentence does not limit the Districts’ ability to impose Fees to defray the costs of covenant enforcement and design review services. The Districts shall be authorized to contract among themselves to assign responsibility for Covenant Enforcement and Design Review Services to one of the Districts, but any such contract shall be terminable by any District upon reasonable notice to the named enforcing District, and any determinations made by the enforcing District under such contract shall be appealable *de novo* to the Board of Directors of the District in which the property that is the subject of the determination is located. The Board of Directors of the District in which the property is located will then have thirty (30) days to hear the appeal or grant an extension; otherwise, the appeal shall be deemed denied.

14. Restrictions on Developer Reimbursements.

a. In the event the District procures or pays for Public Improvements outside of a public bid process, prior to reimbursement to the Project Developer or payment to a third party on behalf of the Project Developer a qualified independent third party shall certify to the Districts that costs of the Public Improvements are reasonable.

b. A qualified independent third party shall certify to the Districts that Public Improvements financed by a District are fit for intended purposes. Note that this certification standard might differ from the certification standards required by the end-owner of such facilities, such as the Town or other special district.

c. In the event a District agrees to reimburse the Project Developer for an advancement of money, property, or services and such agreement does not qualify as Debt as defined in this Service Plan, then the District shall not pay a rate of interest on such advancement that exceeds a rate equal to the prime rate as published in the Wall Street Journal (“WSJ”) plus two percent (2%) for the applicable period. In the event the WSJ ceases to publish a prime rate, then the Districts shall substitute a rate from a similar market index. The Districts will from time to time monitor the feasibility of issuing Debt, and if the amount owed under the reimbursement agreement can be satisfied with the proceeds of Debt incurred at a cost materially less than the prime rate plus two percent (2%), then the Districts shall take reasonable steps to incur such Debt and satisfy the reimbursement obligation to the Project Developer. The purpose of this paragraph is to set a readily ascertainable ceiling on the rate of interest a District board of directors can agree to pay a Project Developer for advancements that do not qualify as Debt; this paragraph neither prevents the District from issuing Debt at a higher rate of interest than the WSJ prime rate plus two percent (2%) nor does it prevent the District from paying a lower rate of interest on a developer reimbursement agreement.

15. Town Trails. Trails which are interconnected with a Town or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

16. Overlap of Existing Special Districts. The proponents of the Districts have reviewed the boundaries of the Service Area to determine whether a District is expected to provide the same service to the same property as an existing special or metropolitan district. To the extent prohibited by Section 32-1-107, C.R.S., the Districts shall not duplicate the services provided by any existing metropolitan or special district in any area of overlap except as may be consented to by such existing district. The Town shall be held harmless if any existing metropolitan or special district refuses to authorize services and from any claims brought by such district for improvements constructed or installed or services provided prior to receiving any required consent.

17. Overlap of Districts. No property shall be simultaneously included within the boundaries of more than one of the Districts, except as provided in Section V.A.4. above and in the following sentence. To the extent any District overlaps any other District(s), the total mill levy to be imposed by the Districts to property located in two or more of the Districts shall not exceed the Maximum Aggregate Mill Levy, and the property shall not be subject to a Debt Mill Levy for a period which exceeds the Maximum Debt Mill Levy Imposition Term.

18. Location and Extent Limitation. To the extent a metropolitan district may have any powers pursuant to Section 31-23-209, C.R.S., with respect to the Town, the District hereby waives and shall not exercise any such powers to override or avoid submitting to the jurisdiction of the Town Board or compliance with the Town Code or other regulations.

19. Disclosure. Contemporaneously with the inclusion of property into a District, the District shall record a disclosure in the form set forth in Exhibit H hereto in the appropriate county's real property records.

20. Service Plan Amendment Requirement. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. The Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements shall be permitted to accommodate development needs consistent with the then-current Approved Development Plan(s) for the Project.

The Districts shall be independent units of local government, separate and distinct from the Town, and their activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of the Service Plan. Any action of the Districts which: (1) violates the limitations set forth in this Section V.A. or (2) violates the limitations set forth in Section VI. below, shall be deemed to be a material modification to this Service Plan unless otherwise agreed by the Town as provided for in Section X of this Service Plan or unless otherwise expressly provided herein. Unless otherwise expressly provided herein, any other departure from the provisions of this Service Plan shall be considered on a case-by-case basis as to whether such departure is a material modification. Any determination by the Town that a departure is not a material modification shall be conclusive and final and shall bind all residents, property owners and others affected by such departure to the extent permitted by law. Any such determination shall not have a precedential effect on the Town's oversight of other metropolitan districts. Any determinations made by the Town shall be made in the Town's sole legislative discretion.

Subject to Section X. of this Service Plan, Section 32-1-207, C.R.S., and to the extent permitted by law, the Districts may seek formal approval from the Town of modifications to this Service Plan which are not material, but for which the Districts may desire a written amendment and approval by the Town. Such approval may be evidenced by any instrument executed by the Town Manager, Town Attorney, or other specially designated representative of the Town Board as to the matters set forth therein and shall be conclusive and final.

B. Preliminary Infrastructure Plan.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. The Preliminary Infrastructure Plan, including: (1) a list of the Public Improvements to be developed by the Districts; and (2) an estimate of the cost of the Public Improvements is attached hereto as Exhibit D and is hereby deemed to constitute the preliminary engineering or architectural survey required by Section 32-1-202(2)(c), C.R.S. The Map Depicting Public Improvements is attached hereto as Exhibit E and is also available in size and scale approved by the Town Planning Department.

As shown in the Preliminary Infrastructure Plan, the estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed by the Districts is approximately \$25,214,580. The Districts shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in their discretion.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be consistent with or exceed the standards of the Town and shall be in accordance with the requirements of the Approved Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town's requirements, and construction scheduling may require. Upon approval of this Service Plan, the Districts will continue to develop and refine the Preliminary Infrastructure Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt or other funding of the Public Improvements. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in Exhibit D assume construction to applicable local, State and Federal requirements. Changes in the Public Improvements, Preliminary Infrastructure Plan, Map Depicting Public Improvements, or costs, shall not constitute material modifications of this Service Plan. Additionally, due to the preliminary nature of the PIP, the Town shall not be bound by the PIP in reviewing and approving the Approved Development Plan and the Approved Development Plan shall supersede the PIP.

C. Operational Services.

The Districts shall be authorized to provide the following ongoing operations and maintenance services:

1. Landscape maintenance and upkeep for common areas and other District owned property within the Districts' boundaries, including, but not limited to, entrance and external streetscapes and the non-potable water system that may be used to irrigate those areas.
2. Maintenance and upkeep for common area fencing and entrance features.
3. District administrative, legal and accounting services.
4. Neighborhood parks and trails.
5. Covenant code enforcement and design review.
6. Solid Waste Management; provided, however, that in approving this Service Plan, the Town is not authorizing the provision of any services in excess of what is already provided by Section 32-1-1006(6), C.R.S.

D. Demonstrated Public Benefit.

Formation of the Districts is expected to provide enhanced amenities for residents that would otherwise be unavailable. The Project may include a pool and miniature golf course at a community clubhouse along with enhanced landscaping and streetscaping throughout the Service Area. The Project will include open space and fencing, irrigation, and streetscaping improvements within the Service Area, and will stimulate the development of a significant area of commercial and residential development along the I-25 Corridor and within the Town. The Project may also include regional trail connections from the Districts' Service Area to the regional Poudre River Trail Corridor further enhancing the regional and sub-regional benefit of the Project.

Public Improvements for the Districts also include offsite improvements to adjacent roadways and intersections along County Road 5 and County Road 34C to improve traffic flow and improve access to I-25 from the Districts' Service Area and from the Town.

The above demonstrated public benefit is in the best interests of the Service Area and of the residents and future residents of the Service Area.

VI. FINANCIAL PLAN

A. General.

Embedded in the structure of the Financial Plan are the Town's policies that (i) the costs of Public Improvements are to be paid from taxes and not from Fees (with the exception of the Capital Improvements Fee) and that (ii) property shall not be taxed for more than a period of thirty (30) years to pay the costs of the Public Improvements necessary for or part of the master planned development of the Project of which such property is a part. Accordingly, the costs of Public Improvements, and Debt incurred to fund the same, are to be paid from revenues of the Debt Mill Levy and Capital Improvements Fees; and, the Districts' administrative, operating and maintenance costs are to be paid from the Operations and Maintenance Mill Levy and Fees. Any ambiguity in this Service Plan is to be resolved consistent with these policies.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from certain revenues and by and through the proceeds of Debt to be incurred by the Districts. The Financial Plan for the Districts shall be to: (i) incur no more Debt than the Districts can reasonably pay from revenues derived from the Debt Mill Levy and other legally available revenues and (ii) satisfy all other financial obligations arising out of the Districts' administrative and operations, and maintenance activities.

The total Debt that the Districts shall be permitted to incur shall not exceed the Maximum Debt Authorization; provided, however, that Debt incurred to refund outstanding Debt of the Districts shall not count against the Maximum Debt Authorization so long as such refunding Debt does not result in a net present value expense. District Debt shall be permitted to be incurred on a schedule and in such year or years as the issuing District determines shall meet the needs of the Financial Plan referenced above and phased to serve the Project as it occurs. All bonds and other Debt incurred by the Districts may be payable from any and all legally available revenues of the Districts, including but not limited to revenues from the Debt Mill Levy to be imposed upon all taxable property within the Districts and Capital Improvement Fees.

All Debt incurred by the Districts must be incurred in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law. The Maximum Debt Authorization is supported by the Financial Plan prepared by Stifel, Nicolaus & Company, Incorporated, attached hereto as Exhibit F. The Project Developer has provided valuation and absorption data it believes to be market based and market comparable. The Financial Plan attached to this Service Plan satisfies the requirements of Section 19-1-20(i) of the Town Code. Notwithstanding any of the terms contained in the Financial Plan or herein, it is expressly expected and understood that the Financial Plan is based upon assumptions that provide only a reasonable expectation of future

conditions and that the actual Debt may be issued at different times and with different terms than those set forth in the Financial Plan, which shall not be deemed a material modification so long as the Debt complies with the express provisions in the body of this Service Plan and the Service Plan Intergovernmental Agreement.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is incurred. In the event of a default, the proposed maximum interest rate on any Debt is not permitted to exceed twelve percent (12%). The proposed maximum underwriting discount will be three percent (3%). Debt, when incurred, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Mill Levies.

A District may impose a “Debt Mill Levy” upon taxable property within such District for payment of Public Improvements, including Debt incurred and other obligations incurred to pay the costs of Public Improvements. The Districts are authorized to promise to impose the Debt Mill Levy for a period not to exceed the Maximum Debt Mill Levy Imposition Term, and revenues derived from the Debt Mill Levy may be pledged to defray Debt. The Debt Mill Levy may not exceed thirty-four (34) mills. However, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement, then the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

An “Operations and Maintenance Mill Levy” may be imposed upon the taxable property within the Districts for payment of administration, operations, and maintenance costs. The Districts are prohibited from imposing an Operations and Maintenance Mill Levy for purposes of generating revenue to fund Public Improvements or for defraying Debt. The Districts are prohibited from promising to impose an Operations and Maintenance Mill Levy, except that the Districts may, to the extent of authorization under TABOR, promise to impose an Operations and Maintenance Mill Levy in connection with a Debt covenant to fund basic District administrative, operations, and maintenance costs. Revenues derived from the Operations and Maintenance Mill Levy may not be pledged. The Operations and Maintenance Mill Levy shall not exceed thirty-nine (39) mills. However, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized

tax credit, cut or abatement, then the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

The Maximum Aggregate Mill Levy shall be the maximum mill levy the District or any combination of Districts is permitted to impose upon taxable property for any purpose, including payment of Debt, capital improvements costs, administration, operations, and maintenance costs. The Maximum Aggregate Mill Levy is thirty-nine (39) mills. However, if, on or after January 1, 2015, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, then the preceding mill levy limitations may be increased or decreased to reflect such changes, with such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation. By way of example, if a District has imposed a Debt Mill Levy of 30 mills, the maximum Operations and Maintenance Mill Levy that it can simultaneously impose is 9 mills.

D. Maximum Debt Mill Levy Imposition Term.

No District or combination of Districts shall have any authority to impose or collect a Debt Mill Levy on any single property for a period greater than thirty (30) years after the year of the initial imposition of a Debt Mill Levy; this restriction is referred to as the Maximum Mill Levy Imposition Term. The Maximum Mill Levy Imposition Term begins to run on the earlier of (i) the first year the Debt Mill Levy is collected, or (ii) five years after the year in which the first building permit for a residential, commercial or industrial building is issued for property within the District. As an example of (ii), if the first building permit in District No. 2 is issued in 2016, then District No. 2 should impose its Debt Mill Levy no later than tax year 2021 (which mill levy would be first collected in 2022). In the event a District fails to impose a Debt Mill Levy within this five-year time period, the Maximum Debt Mill Levy Imposition Period shall be reduced a year for each year that the imposition of the mill levy is delayed. Put another way, a District has a five year window from the initial building permit within which to impose a full 30-year Debt Mill Levy. In structuring Debt, Districts shall be mindful that this primary revenue source for repayment shall expire at the end of this thirty-year term. The Maximum Public Improvement Mill Levy Imposition Term may be

altered only upon approval by the Town pursuant to a separate written intergovernmental agreement, and only upon a finding by the Town of extraordinary burdens to the Districts or extraordinary benefits to be conferred upon the Town by the Districts.

E. Sources of Funds.

As discussed in more detail above, the Districts may impose mill levies on taxable property within its boundaries as a primary source of revenue for repayment of debt service, capital improvements, administrative expenses and operations, and maintenance, to the extent operations and maintenance functions are specifically addressed in this Service Plan. The Districts may also rely upon various other revenue sources authorized by law, including loans from the Project Developer. At the Districts' discretion, they may assess Fees that are reasonably related to the costs of operating and maintaining District services and facilities. Fees, other than Capital Improvement Fees, shall not be imposed for the purpose of paying for Public Improvements or defraying Debt unless specifically permitted by the Town Board, and any such permission shall not constitute a material modification of this Service Plan. The Districts are permitted to pledge revenues from the Capital Improvements Fee to the payment of Debt.

F. Security for Debt.

The Districts do not have the authority and shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the Districts in the payment of any such obligation or performance of any other obligation.

G. Debt Instrument Disclosure Requirement.

In the text of each bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, the Project Developer.

H. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the applicable Districts' Board.

I. Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be \$75,000, which will be eligible for reimbursement from Debt proceeds or other legally available revenues.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be operated and maintained. The first year's operating budget is estimated to be \$50,000. Ongoing administration, operations, and maintenance costs may be paid from property taxes and other revenues.

J. Elections.

The Districts will call an election on the questions of organizing the Districts, electing the initial Boards, and setting in place financial authorizations as required by TABOR. The election will be conducted as required by law.

K. Urban Renewal Authorities.

The Districts' tax revenues shall not be affected by any urban renewal authority overlapping any portion of the Districts, the formation of which is approved by the Town, unless the Districts, Town, and urban renewal authority have complied with the requirements of Section 31-25-107(9.5), C.R.S.

L. Subdistricts.

The Districts may organize subdistricts or areas as authorized by Section 32-1-1101(1)(f), C.R.S., provided, however, that without the specific approval of the Town, any such subdistrict(s) or area(s) shall be subject to all limitations on Debt, taxes, Fees, and other provisions of this Service Plan. Neither the Debt Mill Levy, the Operations and Maintenance Mill Levy, nor any Debt limit shall be increased as a result of creation of a subdistrict. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the Districts shall notify the Town prior to establishing any such subdistrict(s) or area(s), and shall provide the Town with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The Town Board may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of this Service Plan.

M. Special Improvement Districts.

The Districts are not authorized to establish a special improvement district without the prior approval of the Town Board.

N. Restrictions on Districts Controlled by End User Boards.

This Service Plan's limitations on the Debt Mill Levy, the Operations and Maintenance Mill Levy, the limitation on the use of Fees for Public Improvements, and certain other financial limitations are intended to strike a balance between (i) providing adequate project control and revenue to the Project Developer to facilitate desirable development which will result in demonstrated public benefit and (ii) providing adequate safeguards for protection of residents and taxpayers. When a District Board is composed entirely of End Users, the balance may shift in favor of removing some of the limitations on financial powers. The Town Board may be more inclined to remove financial limitations in scenarios where the District Board wants to add Public Improvements which were not contemplated as part of the Project Developer's master plan for the Project (e.g., 20 years after development a neighborhood wants to renovate and expand the uses of its community center), a District-owned Public Improvement requires significant repairs, maintenance or upgrades and the cost properly rests with the District, or the restructuring of Debt would result in a net present value savings as set forth in Section 11-56-101 et seq., C.R.S. In the event such circumstances are present, the District Board should consider approaching the Town for authorization.

VII. ANNUAL REPORT

A. General. The Districts shall be responsible for submitting an annual report with the Town Clerk not later than September 1st of each year following the year in which the Order and Decree creating the Districts has been issued by the District Court in and for the County of Larimer Colorado. The Town may waive this requirement in its sole discretion.

B. Reporting of Significant Events.

The annual report shall include the following:

1. A narrative summary of the progress of the Districts in implementing the Service Plan for the report year;
2. The audited financial statements of the Districts for the report year, including a statement of financial condition (*i.e.*, balance sheet) as of December 31 of the report year and the statement of operations (*i.e.*, revenues and expenditures) for the report year, or the District's application for exemption from Audit;

3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the Districts in development of Public Improvements in the report year and the source of funds for the same;

4. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the Districts at the end of the report year, including the amount of outstanding indebtedness, the amount and terms of any new District indebtedness or long-term obligations incurred in the report year, the amount of payment or retirement of existing indebtedness of the Districts in the report year, the total assessed valuation of all taxable properties within the Districts as of January 1st of the report year and the current mill levy of the Districts pledged to debt retirement in the report year; and

5. Copies of developer Reimbursement Agreements or amendments thereto made in the applicable year.

6. Copies of documentation establishing compliance with Section V.A.14 (Restrictions on Developer Reimbursements).

7. Any other information deemed relevant by the Town Manager.

Districts which are subject to a current resolution of inactive status pursuant to Section 32-1-104, C.R.S., may disregard these annual reporting requirements to the extent the requirements are not applicable.

In the event the annual report is not timely received by the Town Clerk or is not fully responsive, notice of such default may be given to the Board of such District, at its last known address. The failure of the Districts to file the annual report within forty-five (45) days of the mailing of such default notice by the Town Clerk may constitute a material modification, at the discretion of the Town Board.

VIII. DISSOLUTION

Upon a determination of the Town Board that the purposes for which the Districts were created have been accomplished, the Districts agree to file a petition in the District Court in and for the County of Larimer, Colorado, for dissolution, in accordance with the provisions of the Special District Act. In no event shall dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding Debt and other financial obligations as required pursuant to State statutes. If the Districts are responsible for ongoing operations and maintenance functions under this Service Plan (“**Long Term District Obligations**”), the Districts shall not be obligated to dissolve upon any such Town Board determination, subject to the Districts’ requirement to obtain the Town’s continuing approvals under Section V.A. However, should the Long Term

District Obligations be undertaken by the Town or other governmental entity, or should the Districts no longer be obligated to perform the Long Term District Obligations, the Districts agree to commence dissolution proceedings as set forth above.

IX. INTERGOVERNMENTAL AND EXTRATERRITORIAL AGREEMENTS

All intergovernmental agreements must be for purposes, facilities, services or agreements lawfully authorized to be provided by the Districts, pursuant to the State Constitution, Article XIV, Section 18(2)(a) and Sections 29-1-201, et seq., C.R.S. To the extent practicable, the Districts may enter into additional intergovernmental and private agreements to better ensure long-term provision of the Public Improvements identified herein or for other lawful purposes of the Districts. Agreements may also be executed with property owner associations and other service providers. It is expected that the Districts will enter into an Operations Agreement that will describe the obligation of the Coordinating District to furnish operations, coordination of financing, coordination of construction and/or acceptance of improvements, covenant enforcement and design review services, and administrative and statutory compliance functions on behalf of the Districts generally. The Operations Agreement is expected to require funding from the Districts through the imposition of a property tax mill levy not to exceed the Maximum Aggregate Mill Levy. It is also expected that the Districts will enter into agreements among themselves providing for the pledge of revenues to the payment of Debt that is authorized to be incurred by the Districts hereunder.

No later than two weeks after their organizational meetings, the Districts and the Town shall enter into a Service Plan Intergovernmental Agreement in substantially the form attached hereto as Exhibit G.

No other agreements are required, or known at the time of formation of the Districts to likely be required, to fulfill the purposes of the Districts. Execution of intergovernmental agreements or agreements for extraterritorial services (e.g. outside of the Service Area) by the Districts that are not described in this Service Plan shall require the prior approval of the Town Manager, which approval shall not constitute a material modification hereof.

X. MATERIAL MODIFICATIONS

Material modifications to this Service Plan may be made only in accordance with Section 32-1-207, C.R.S. No modification shall be required for an action of the Districts which do not materially depart from the provisions of this Service Plan. The Districts may request from the Town Manager (or his or her designee) a determination as to whether the Town believes any particular action constitutes a material departure from the Service Plan, and the Districts may rely on the Town Manager's written determination with respect thereto; provided that the Districts acknowledge that the Town Manager's determination as aforesaid will be binding only upon the Town, and will not be binding

upon any other party entitled to enforce the provisions of the Service Plan as provided in Section 32-1-207, C.R.S., except as otherwise expressly provided herein. Such other parties shall be deemed to have constructive notice of the provisions of this Service Plan concerning changes, departures or modifications which may be approved by the Town in procedures described herein, and, to the extent permitted by law, are deemed to be bound by the terms hereof.

Upon request of the Districts to the Town Manager for a written determination as described above, the Districts may publish notice of its intent to undertake actions as authorized by Section 32-1-207(3)(b), C.R.S., provided that the Districts may proceed with the desired activities only after receipt of written approval from the Town.

XI. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;
2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

XII. ORDINANCE OF APPROVAL

The Districts agree to incorporate the Town Board's ordinance of approval, including any conditions on any such approval, into the Service Plan presented to the District Court in and for the County of Larimer, Colorado.

EXHIBIT A

Legal Descriptions



**NORTHERN
ENGINEERING**

DESCRIPTION: DISTRICT 1

A tract of land located in the South Half of the Southeast Quarter of Section 10 and the East Half of Section 15, Township 6 North, Range 68 West of the 6th P.M., Town of Windsor, County of Larimer, State of Colorado, and being more particularly described as follows:

Considering the East line of the Northeast Quarter of Section 15 as bearing North 00° 19' 33" East and with all bearings contained herein relative thereto:

COMMENCING at the East Quarter corner of Section 15; thence along the South line of said Northeast Quarter, North 86° 59' 44" West, 60.06 feet to the West right-of-way line of County Road 5; thence along said West line, North 00° 19' 33" East, 2195.03 feet to the **POINT OF BEGINNING**; thence, North 89° 40' 27" West, 149.24 feet; thence, North 65° 24' 25" West, 60.37 feet; thence, North 52° 40' 21" West, 60.37 feet; thence, North 46° 45' 45" West, 300.00 feet; thence, North 43° 53' 18" West, 20.03 feet; thence, North 38° 56' 22" West, 60.56 feet; thence, North 31° 14' 59" West, 60.13 feet; thence, North 62° 34' 53" East, 30.00 feet; thence, North 17° 20' 01" West, 126.71 feet; thence, North 89° 33' 25" West, 30.00 feet; thence, North 00° 26' 35" East, 240.00 feet; thence, North 04° 36' 12" East, 60.28 feet; thence, North 09° 31' 56" East, 30.00 feet; thence, North 14° 29' 00" East, 59.83 feet; thence, North 21° 04' 21" East, 59.70 feet; thence, North 27° 38' 51" East, 59.58 feet; thence, North 34° 12' 35" East, 59.47 feet; thence, North 40° 45' 34" East, 59.35 feet; thence, North 47° 17' 58" East, 59.25 feet; thence, North 56° 27' 01" East, 59.09 feet; thence, North 58° 31' 44" East, 385.42 feet; thence, North 20° 10' 08" East, 27.58 feet; thence South 89° 36' 55" East, 24.98 feet; thence, South 00° 23' 05" West, 942.52 feet; thence, South 00° 19' 33" West, 463.55 feet to the **POINT OF BEGINNING**.

The above described tract of land contains 626,986 square feet or 14.394 acres, more or less and is subject to all easements and rights-of-way now on record or existing.

LMS

September 2, 2015

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**NORTHERN
ENGINEERING**

DESCRIPTION: DISTRICT 2

A tract of land located in the South Half of the Southeast Quarter of Section 10 and the East Half of Section 15, Township 6 North, Range 68 West of the 6th P.M., Town of Windsor, County of Larimer, State of Colorado, and being more particularly described as follows:

Considering the East line of the Northeast Quarter of Section 15 as bearing North $00^{\circ} 19' 33''$ East and with all bearings contained herein relative thereto:

COMMENCING at the East Quarter corner of Section 15; thence along the South line of said Northeast Quarter, North $86^{\circ} 59' 44''$ West, 60.06 feet to the West right-of-way line of County Road 5; thence along said West line, North $00^{\circ} 19' 33''$ East, 971.27 feet to the **POINT OF BEGINNING**; thence along a curve concave to the southwest having a central angle of $89^{\circ} 59' 52''$ with a radius of 23.00 feet, an arc length of 36.13 feet and the chord of which bears North $44^{\circ} 40' 23''$ West, 32.53 feet; thence, North $89^{\circ} 40' 19''$ West, 76.97 feet; thence along a curve concave to the south having a central angle of $06^{\circ} 08' 07''$ with a radius of 407.00 feet, an arc length of 43.58 feet and the chord of which bears North $86^{\circ} 36' 16''$ West, 43.56 feet; thence, North $83^{\circ} 32' 12''$ West, 60.03 feet; thence along a curve concave to the north having a central angle of $00^{\circ} 02' 36''$ with a radius of 393.00 feet, an arc length of 0.30 feet and the chord of which bears North $83^{\circ} 33' 22''$ West, 0.30 feet; thence, South $00^{\circ} 19' 41''$ West, 106.59 feet; thence, North $89^{\circ} 40' 19''$ West, 55.91 feet; thence, North $87^{\circ} 40' 08''$ West, 68.31 feet; thence, North $83^{\circ} 03' 06''$ West, 68.92 feet; thence, North $76^{\circ} 07' 21''$ West, 137.72 feet; thence, North $66^{\circ} 53' 01''$ West, 137.72 feet; thence, North $58^{\circ} 18' 26''$ West, 118.00 feet; thence, North $52^{\circ} 22' 38''$ West, 581.46 feet; thence, North $66^{\circ} 19' 33''$ West, 123.71 feet; thence, North $56^{\circ} 11' 04''$ West, 93.22 feet; thence, North $32^{\circ} 39' 20''$ West, 70.43 feet; thence, North $07^{\circ} 31' 11''$ West, 58.00 feet; thence, North $08^{\circ} 02' 45''$ East, 55.00 feet; thence, North $37^{\circ} 18' 06''$ East, 60.00 feet; thence, North $51^{\circ} 58' 35''$ East, 97.59 feet; thence, North $61^{\circ} 53' 22''$ East, 49.69 feet; thence, North $26^{\circ} 46' 30''$ West, 211.43 feet; thence, North $63^{\circ} 13' 30''$ East, 47.34 feet; thence, North $26^{\circ} 46' 30''$ West, 110.00 feet; thence, North $63^{\circ} 13' 30''$ East, 243.69 feet; thence, North $24^{\circ} 37' 56''$ West, 224.58 feet; thence, North $11^{\circ} 29' 40''$ West, 256.28 feet; thence, North $14^{\circ} 13' 35''$ West, 311.59 feet; thence, North $10^{\circ} 15' 12''$ West, 81.03 feet; thence, North $02^{\circ} 34' 38''$ East, 78.53 feet; thence, North $12^{\circ} 16' 18''$ East, 146.02 feet; thence, North $26^{\circ} 41' 01''$ East, 67.94 feet; thence, North $55^{\circ} 30' 29''$ East, 67.94 feet; thence, North $69^{\circ} 55' 13''$ East, 250.03 feet; thence, North $60^{\circ} 17' 33''$ East, 88.61 feet; thence, North $45^{\circ} 52' 27''$ East, 55.17 feet; thence, North $38^{\circ} 19' 31''$ East, 113.73 feet; thence, North $14^{\circ} 19' 50''$ East, 146.39 feet; thence, North $01^{\circ} 27' 07''$ East, 133.35 feet; thence, South $89^{\circ} 07' 49''$ East, 829.62 feet; thence along a curve concave to the southwest having a central angle of $89^{\circ} 30' 54''$ with a radius of 16.00 feet, an arc length of 25.00 feet and the chord of which bears South $44^{\circ} 22' 22''$ East, 22.53



**NORTHERN
ENGINEERING**

feet; thence, South 00° 23' 05" West, 295.38 feet; thence, North 89° 36' 55" West, 24.98 feet; thence, South 20° 10' 08" West, 27.58 feet; thence, South 58° 31' 44" West, 385.42 feet; thence, South 56° 27' 01" West, 59.09 feet; thence, South 47° 17' 58" West, 59.25 feet; thence, South 40° 45' 34" West, 59.35 feet; thence, South 34° 12' 35" West, 59.47 feet; thence, South 27° 38' 51" West, 59.58 feet; thence, South 21° 04' 21" West, 59.70 feet; thence, South 14° 29' 00" West, 59.83 feet; thence, South 09° 31' 56" West, 30.00 feet; thence, South 04° 36' 12" West, 60.28 feet; thence, South 00° 26' 35" West, 240.00 feet; thence, South 89° 33' 25" East, 30.00 feet; thence, South 17° 20' 02" East, 126.71 feet; thence, South 62° 34' 53" West, 30.00 feet; thence, South 31° 14' 59" East, 60.13 feet; thence, South 38° 56' 22" East, 60.56 feet; thence, South 43° 53' 18" East, 20.03 feet; thence, South 46° 45' 45" East, 300.00 feet; thence, South 52° 40' 21" East, 60.37 feet; thence, South 65° 24' 25" East, 60.37 feet; thence, South 89° 40' 27" East, 149.24 feet; thence, South 00° 19' 33" West, 1223.76 feet to the POINT OF BEGINNING.

The above described tract of land contains 2,969,446 square feet or 68.169 acres, more or less and is subject to all easements and rights-of-way now on record or existing.

LMS

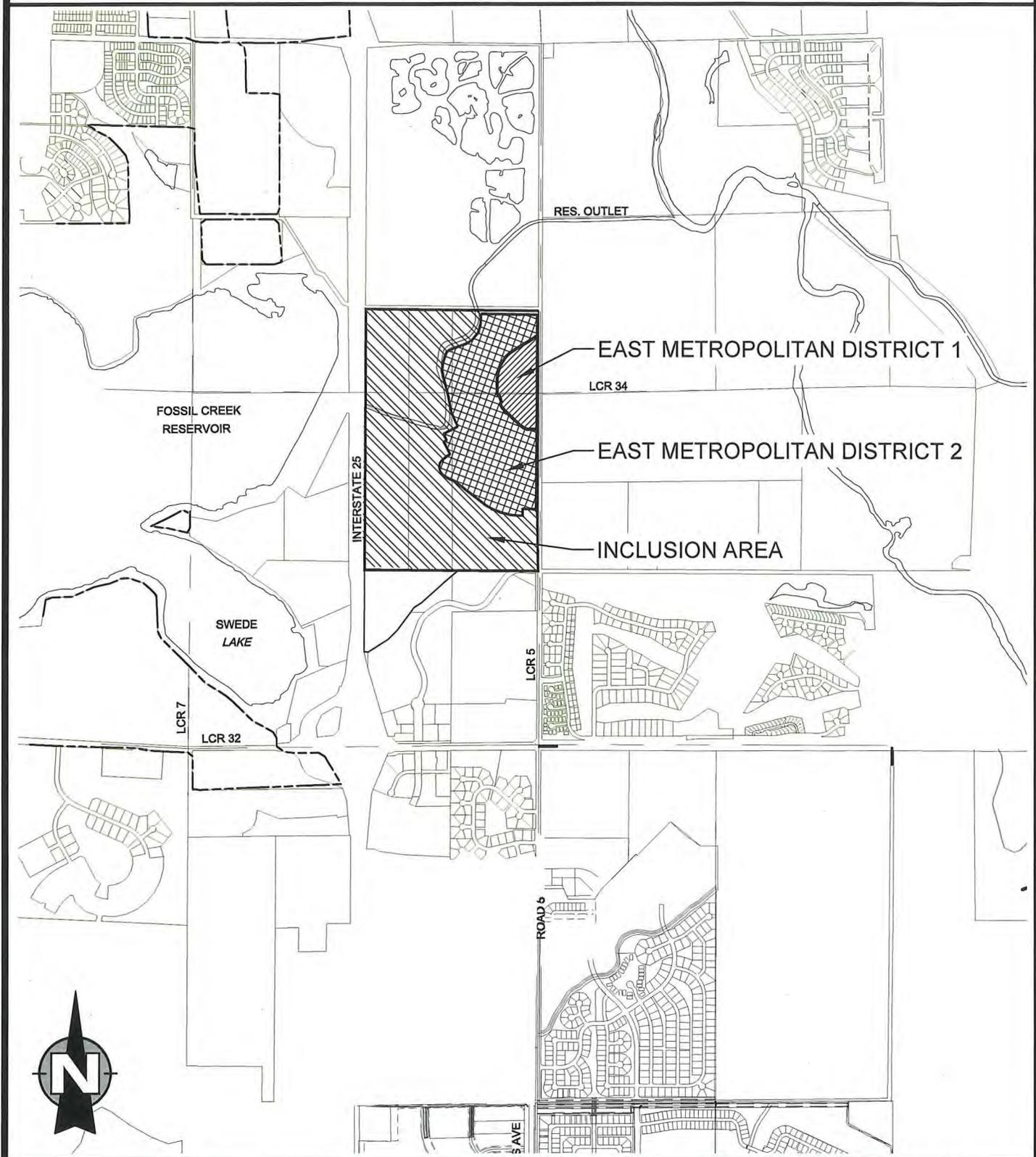
September 2, 2015

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EXHIBIT B

Vicinity Map

VICINITY MAP



301 North Howes Street, Suite 100
Fort Collins, Colorado 80525

**NORTHERN
ENGINEERING**

PHONE: 970.221.4158
www.northernengineering.com

FOSSIL CREEK RANCH METROPOLITAN DISTRICTS

DRAWN BY: A. Morse

SCALE: 1" = 2000'

ISSUED: SEPTEMBER 2015

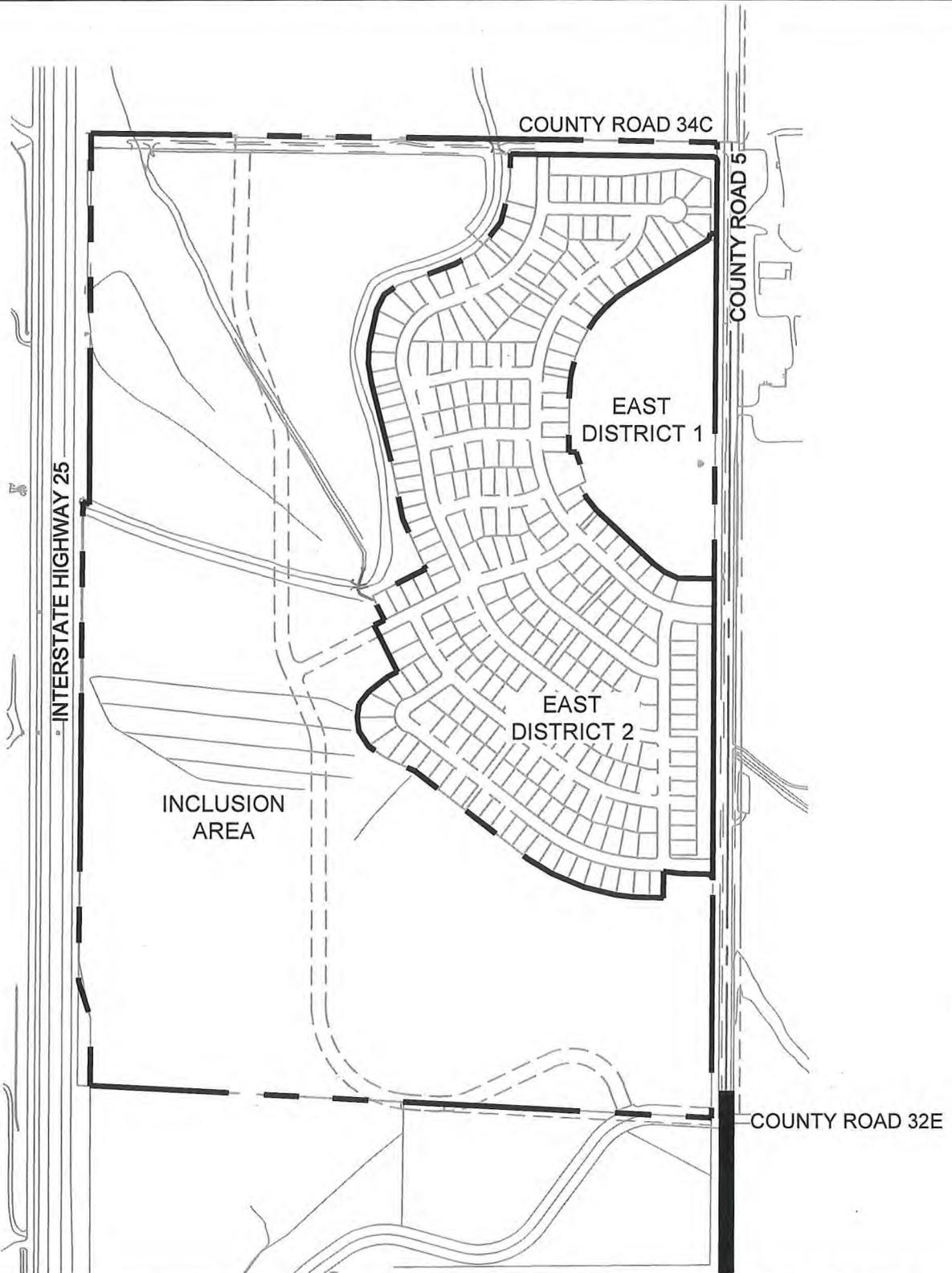
SHEET NO:

EX 1

EXHIBIT C-1

Initial District Boundary Map

MAP OF DISTRICTS



301 North Howes Street, Suite 100
Fort Collins, Colorado 80525

**NORTHERN
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PHONE: 970.221.4158
www.northernengineering.com

FOSSIL CREEK RANCH METROPOLITAN DISTRICTS

DRAWN BY: A. Morse

SHEET NO:

SCALE: 1" = 600'

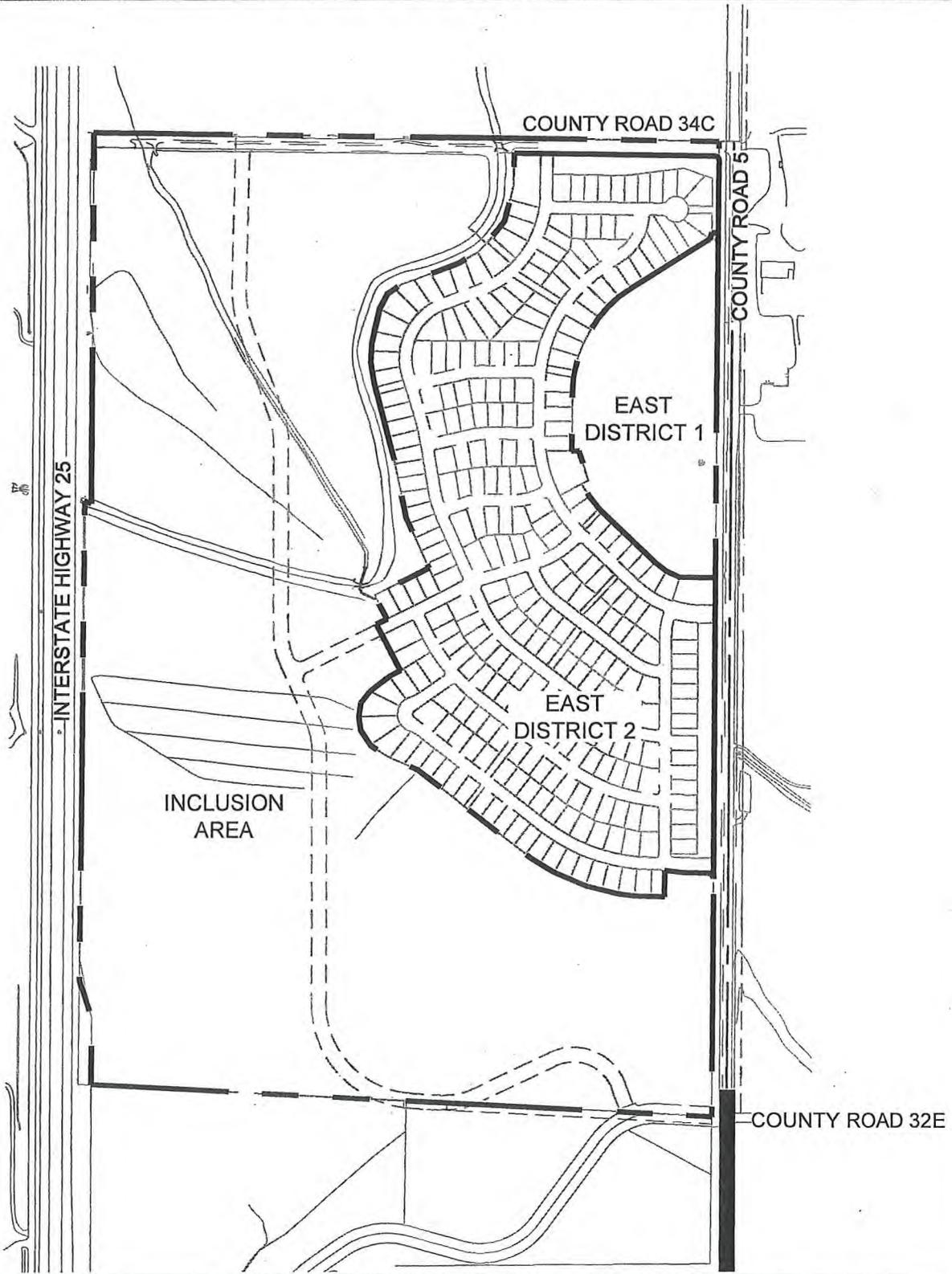
ISSUED: SEPTEMBER 2015

EX 2

EXHIBIT C-2

Inclusion Area Boundary Map and Legal Description

MAP OF DISTRICTS



301 North Howes Street, Suite 100
Fort Collins, Colorado 80525

NORTHERN ENGINEERING

PHONE: 970.221.4158
www.northernengineering.com

FOSSIL CREEK RANCH METROPOLITAN DISTRICTS

DRAWN BY: A. Morse

SCALE: 1" = 600'

ISSUED: SEPTEMBER 2015

SHEET NO:

EX 2



DESCRIPTION: FUTURE INCLUSION

A tract of land located in the South Half of the Southeast Quarter of Section 10 and the East Half of Section 15, Township 6 North, Range 68 West of the 6th P.M., Town of Windsor, County of Larimer, State of Colorado, and being more particularly described as follows:

Considering the East line of the Northeast Quarter of Section 15 as bearing North 00° 19' 33" East and with all bearings contained herein relative thereto:

COMMENCING at the East Quarter corner of Section 15; thence along the South line of said Northeast Quarter, North 86° 59' 44" West, 60.06 feet to the **POINT OF BEGINNING**; thence, North 87° 02' 23" West, 1260.20 feet; thence, South 00° 44' 25" West, 126.06 feet; thence, South 50° 56' 49" West, 174.53 feet; thence, South 48° 21' 39" West, 456.11 feet; thence, South 57° 32' 47" West, 133.00 feet; thence, South 36° 34' 05" West, 419.03 feet; thence, South 45° 05' 20" West, 193.50 feet; thence, South 57° 46' 45" West, 305.51 feet; thence, South 57° 38' 33" West, 54.28 feet; thence, South 71° 48' 23" West, 8.86 feet; thence, North 00° 11' 36" East, 1620.73 feet; thence, North 17° 24' 13" West, 161.51 feet; thence, North 00° 29' 28" East, 1948.56 feet; thence, South 68° 56' 39" East, 28.11 feet; thence, North 00° 11' 58" East, 1511.26 feet; thence, South 89° 07' 49" East, 2567.08 feet; thence, South 00° 23' 05" West, 75.87 feet; thence along a curve concave to the southwest having a central angle of 89° 30' 54" with a radius of 16.00 feet, an arc length of 25.00 feet and the chord of which bears North 44° 22' 22" West, 22.53 feet; thence, North 89° 07' 49" West, 829.62 feet; thence, South 01° 27' 07" West, 133.35 feet; thence, South 14° 19' 50" West, 146.39 feet; thence, South 38° 19' 31" West, 113.73 feet; thence, South 45° 52' 27" West, 55.17 feet; thence, South 60° 17' 33" West, 88.61 feet; thence, South 69° 55' 13" West, 250.03 feet; thence, South 55° 30' 29" West, 67.94 feet; thence South 26° 41' 01" West, 67.94 feet; thence, South 12° 16' 18" West, 146.02 feet; thence, South 02° 34' 38" West, 78.53 feet; thence, South 10° 15' 12" East, 81.03 feet; thence, South 14° 13' 35" East, 311.59 feet; thence, South 11° 29' 40" East, 256.28 feet; thence, South 24° 37' 56" East, 224.58 feet; thence, South 63° 13' 30" West, 243.69 feet; thence, South 26° 46' 30" East, 110.00 feet; thence, South 63° 13' 30" West, 47.34 feet; thence, South 26° 46' 30" East, 211.43 feet; thence, South 61° 53' 22" West, 49.69 feet; thence, South 51° 58' 35" West, 97.59 feet; thence, South 37° 18' 06" West, 60.00 feet; thence, South 08° 02' 45" West, 55.00 feet; thence, South 07° 31' 11" East, 58.00 feet; thence, South 32° 39' 20" East, 70.43 feet; thence, South 56° 11' 04" East, 93.22 feet; thence, South 66° 19' 33" East, 123.71 feet; thence, South 52° 22' 38" East, 581.46 feet; thence, South 58° 18' 26" East, 118.00 feet; thence, South 66° 53' 01" East, 137.72 feet; thence, South 76° 07' 21" East, 137.72 feet; thence, South 83° 03' 06" East, 68.92 feet; thence, South 87° 40' 08" East, 68.31 feet; thence, South 89° 40' 19" East, 55.91 feet; thence, North 00° 19' 41" East, 106.59 feet; thence along a curve concave to the



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north having a central angle of $00^{\circ} 02' 20''$ with a radius of 393.01 feet, an arc length of 0.27 feet and the chord of which bears South $83^{\circ} 33' 30''$ East, 0.27 feet; thence, South $83^{\circ} 32' 12''$ East, 60.06 feet; thence along a curve concave to the north having a central angle of $06^{\circ} 08' 07''$ with a radius of 407.00 feet, an arc length of 43.58 feet and the chord of which bears South $86^{\circ} 36' 16''$ East, 43.56 feet; thence, South $89^{\circ} 40' 19''$ East, 76.97 feet; thence along a curve concave to the southwest having a central angle of $89^{\circ} 59' 52''$ with a radius of 23.00 feet, an arc length of 36.13 feet and the chord of which bears South $44^{\circ} 40' 23''$ East, 32.53 feet; thence, South $00^{\circ} 19' 33''$ West, 971.27 feet the POINT OF BEGINNING.

The above described tract of land contains 7,482,666 square feet or 171.778 acres, more or less and is subject to all easements and rights-of-way now on record or existing.

LMS

September 4, 2015

S:\Survey Jobs\208-002\Dwg\Metro District Exhibits\208-002 Future Inclusion Description.docx

EXHIBIT D

Preliminary Infrastructure Plan

PRELIMINARY OPINION OF DISTRICTS EXPENDITURES

PUBLIC IMPROVEMENTS FOR
FOSSIL CREEK RANCH METROPOLITAN DISTRICTS

PUBLIC IMPROVEMENT	QUANTITY	UNIT	UNIT PRICE	COST
I. Water System				
Water Line (8")	10,900	LF	\$ 150.00	\$ 1,635,000
Water Line (10")	5,000	LF	\$ 165.00	\$ 825,000
Water Line (12")	4,420	LF	\$ 180.00	\$ 795,600
			Subtotal	\$ 3,255,600
II. Sewer System				
Sewer Line (8")	14,100	LF	\$ 175.00	\$ 2,467,500
Sewer Line (10")	4,850	LF	\$ 190.00	\$ 921,500
Sub-Drain System	1	LS	\$ 2,000,000.00	\$ 2,000,000
Dewatering Pump Station	1	LS	\$ 500,000.00	\$ 500,000
			Subtotal	\$ 5,889,000
III. Storm Drain Facilities				
Storm Drain (18" RCP)	2,700	LF	\$ 100.00	\$ 270,000
Storm Manhole (4')	14	LS	\$ 2,000.00	\$ 28,000
Storm Inlet Type R (10')	17	LS	\$ 5,000.00	\$ 85,000
Storm FES (18")	7	LS	\$ 500.00	\$ 3,500
Storm Outlet Structure	4	LS	\$ 7,000.00	\$ 28,000
Storm Drain Facilities	1	LS	\$ 750,000.00	\$ 750,000
			Subtotal	\$ 1,164,500
IV. Street Improvements				
Local Streets	13,360	LF	\$ 350.00	\$ 4,676,000
Collector Streets	7,550	LF	\$ 360.00	\$ 2,718,000
Arterial Streets	3,180	LF	\$ 385.00	\$ 1,224,300
Earthwork	41,800	CY	\$ 13.75	\$ 574,750
			Subtotal	\$ 9,193,050
V. Parks and Open Space				
Landscaping & Trails	1	LS	\$ 1,000,000.00	\$ 1,000,000
Fencing	8,500	LF	\$ 60.00	\$ 510,000
			Subtotal	\$ 1,510,000
			TOTAL COST	\$ 21,012,150
			Engineering, Design, Administration (10%)	\$ 2,101,215
			Construction Contingency & Non-Itemized Improvements (10%)	\$ 2,101,215
			Total Cost	\$ 25,214,580

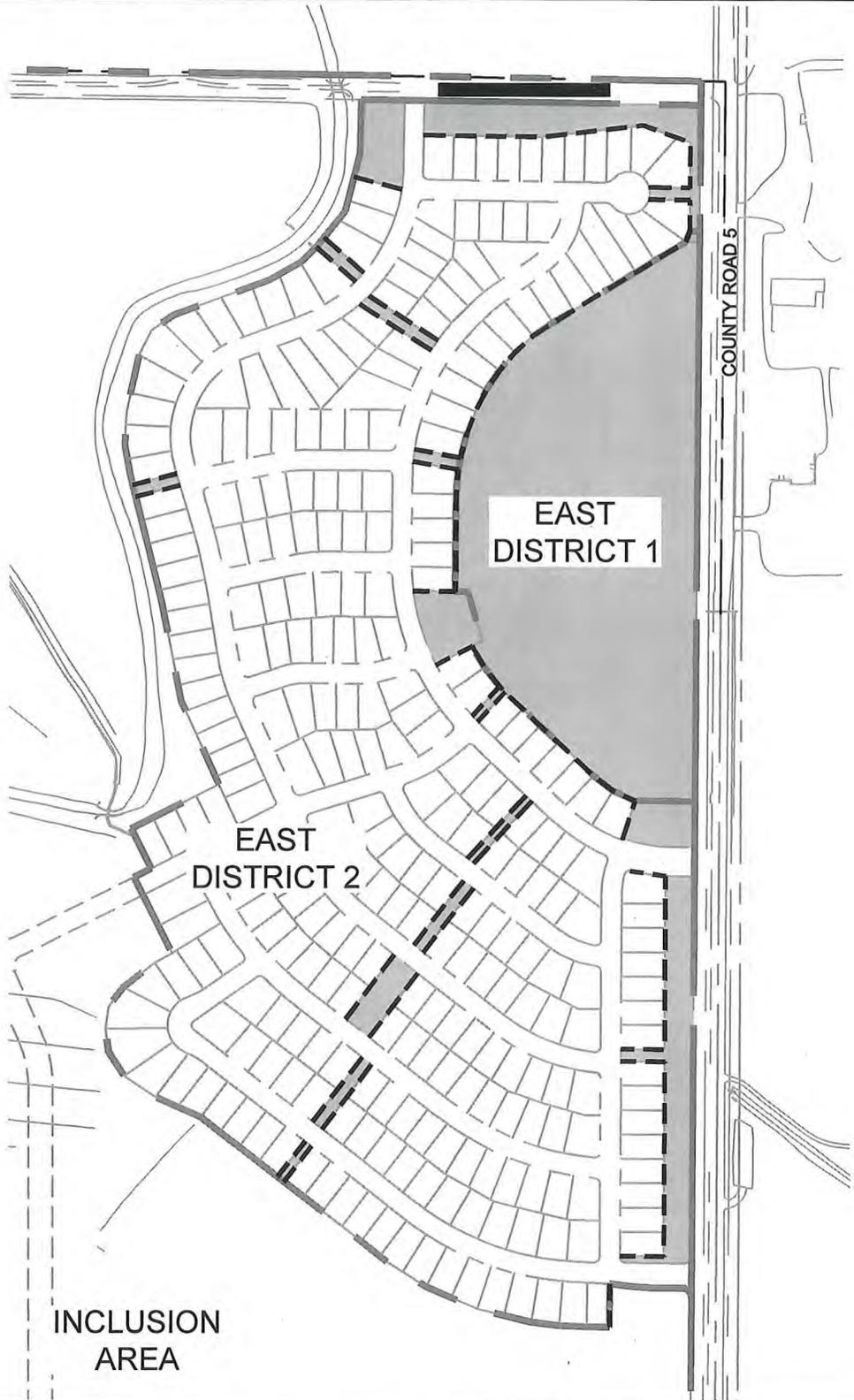
EXHIBIT E

Map Depicting Public Improvements

OPEN SPACE AND FENCING

LEGEND:

-  OPEN SPACE
-  FENCES



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FOSSIL CREEK RANCH METROPOLITAN DISTRICTS

DRAWN BY: A. Morse

SCALE: 1" = 400'

ISSUED: SEPTEMBER 2015

SHEET NO:

EX 3

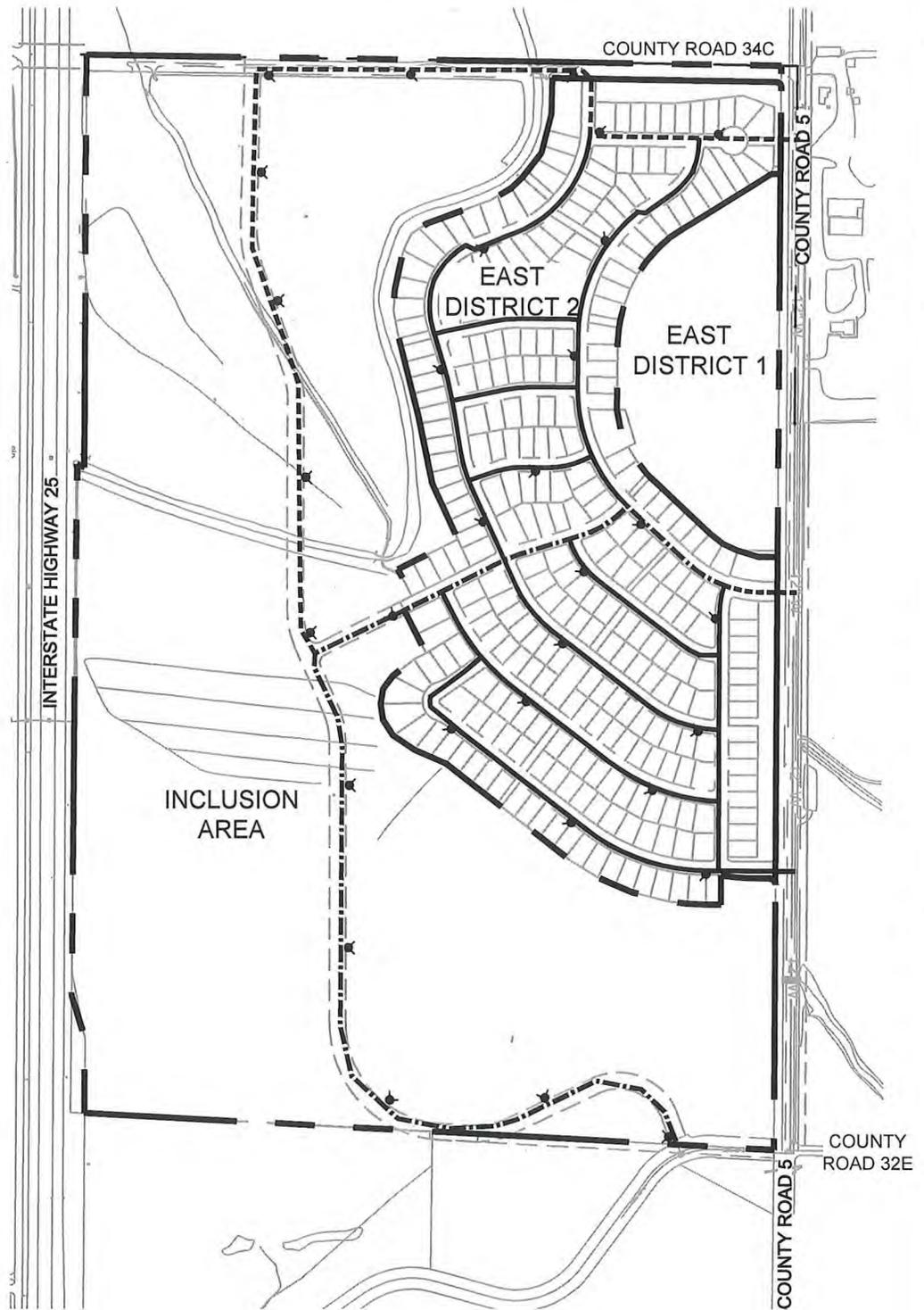
POTABLE WATER SYSTEM

LEGEND:

-  8" WATER LINE
-  10" WATER LINE
-  12" WATER LINE
-  HYDRANT

NOTES:

1. ALL LOTS SHALL BE PROVIDED A WATER SERVICE
2. ALL WATER TO BE OWNED AND MAINTAINED BY TOWN OF WINDSOR.



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FOSSIL CREEK RANCH METROPOLITAN DISTRICTS

DRAWN BY: A. Morse

SCALE: 1" = 600

ISSUED: SEPTEMBER 2015

SHEET NO:

EX 4

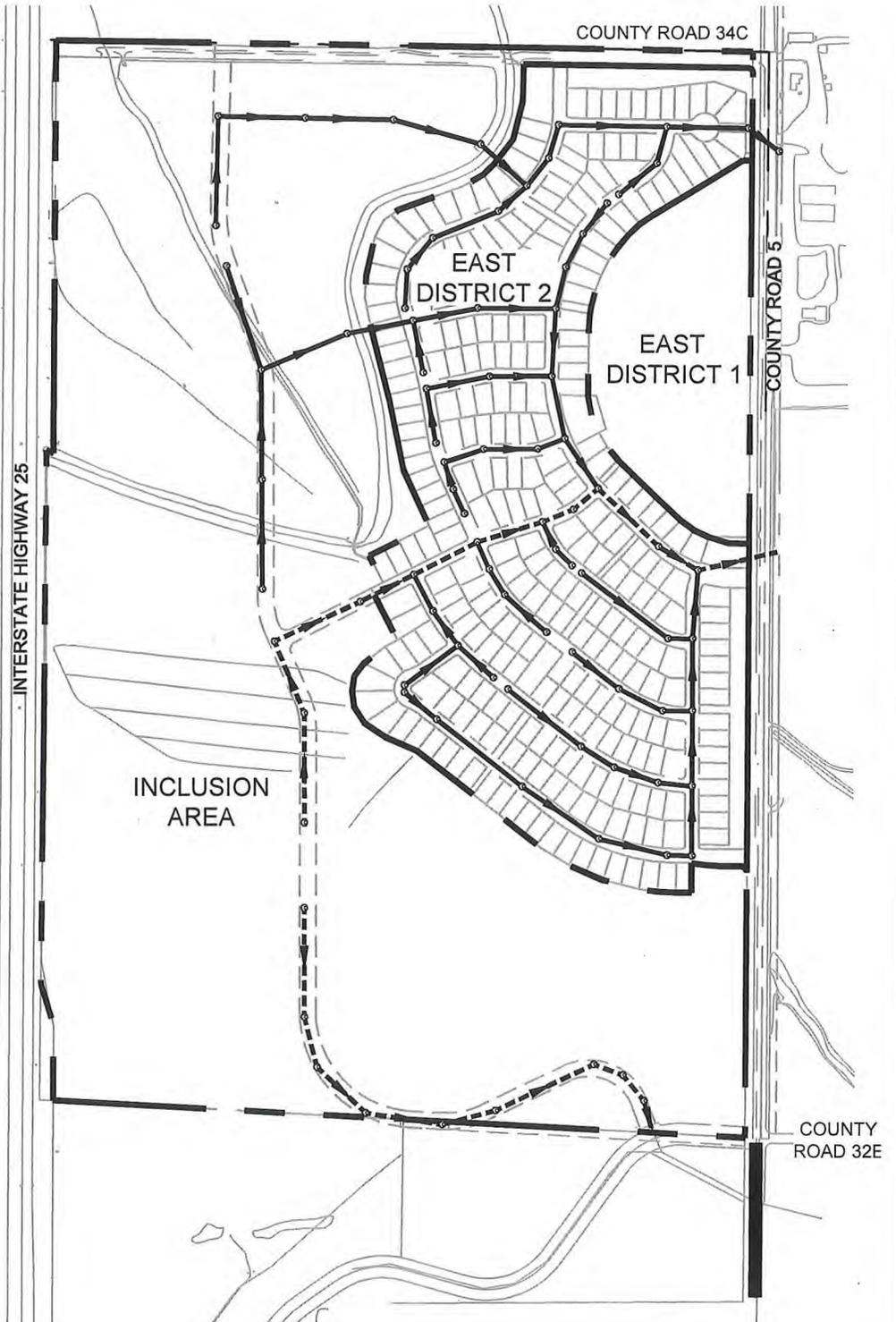
SANITARY SEWER SYSTEM

LEGEND:

- DIRECTION OF FLOW
- 8" SEWER LINE
- 10" SEWER LINE
- MANHOLE

NOTES:

1. ALL LOTS SHALL BE PROVIDED A SEWER SERVICE
2. ALL SEWER TO BE OWNED AND MAINTAINED BY TOWN OF WINDSOR.



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**FOSSIL CREEK RANCH
METROPOLITAN DISTRICTS**

DRAWN BY: A. Morse

SHEET NO:

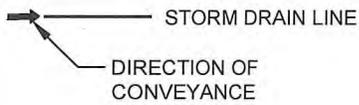
SCALE: 1" = 600'

ISSUED: SEPTEMBER 2015

EX 5

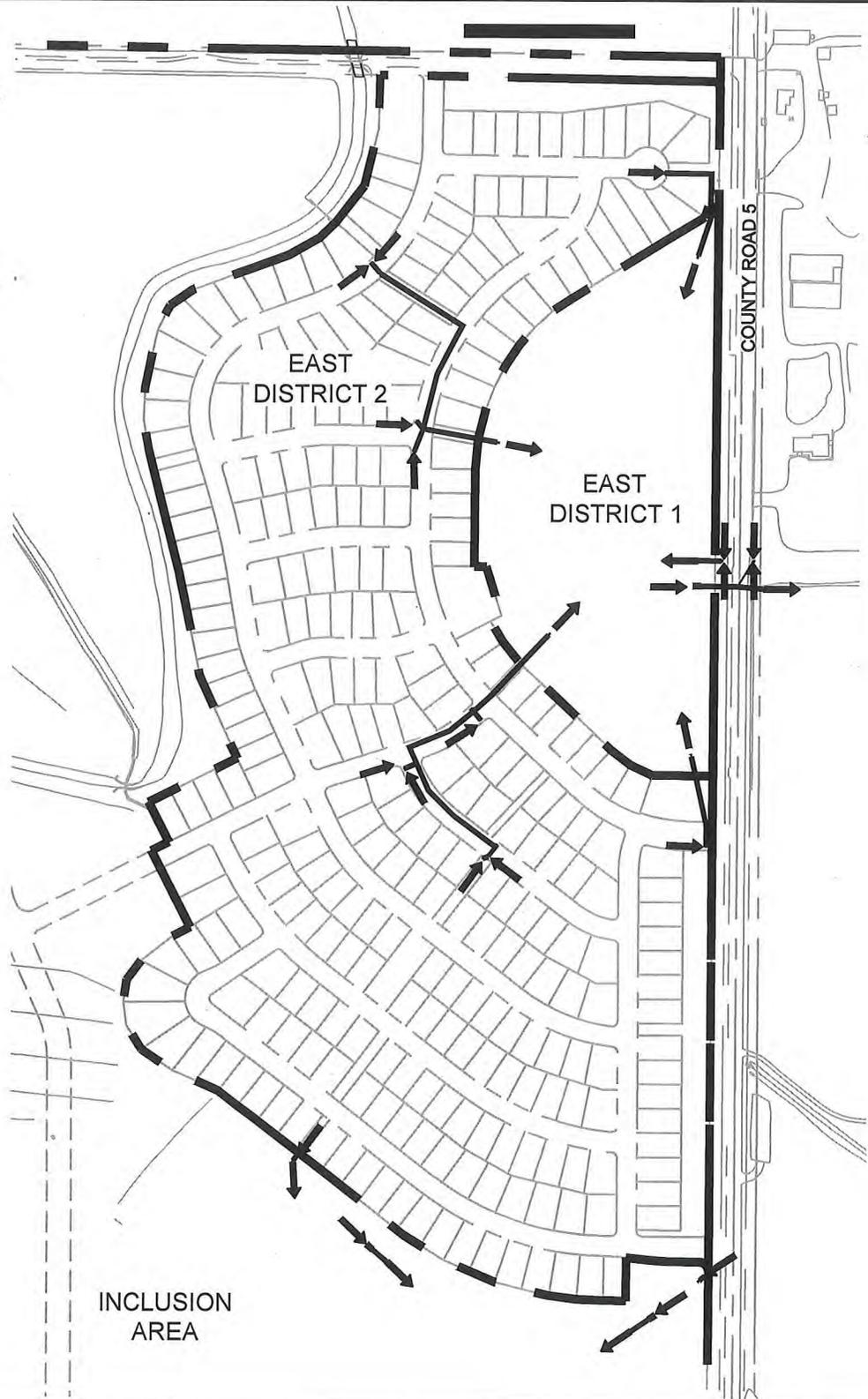
STORM SEWER SERVICE

LEGEND:



NOTES:

1. ALL STORM WITHIN RIGHT-OF-WAY TO BE OWNED AND MAINTAINED BY TOWN OF WINDSOR
2. ALL STORM OUTSIDE OF RIGHT-OF-WAY TO BE OWNED AND MAINTAINED BY METRO DISTRICT



INCLUSION
AREA



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**FOSSIL CREEK RANCH
METROPOLITAN DISTRICTS**

DRAWN BY: A. Morse

SHEET NO:

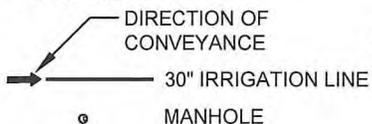
SCALE: 1" = 400'

ISSUED: SEPTEMBER 2015

EX 6

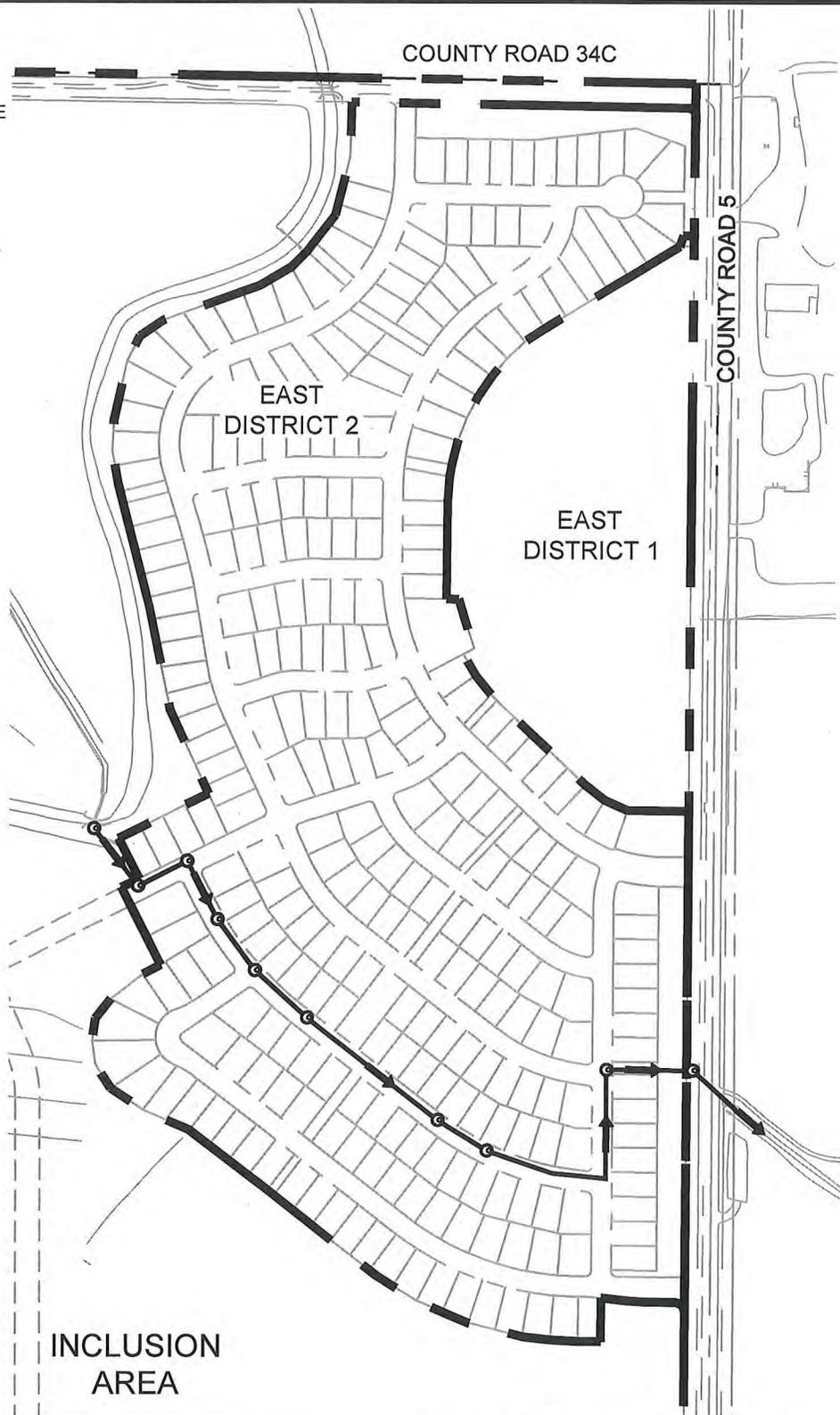
IRRIGATION SERVICE

LEGEND:



NOTES:

1. ALL IRRIGATION WITHIN RIGHT-OF-WAY TO BE OWNED AND MAINTAINED BY TOWN OF WINDSOR
2. ALL IRRIGATION OUTSIDE OF RIGHT-OF-WAY TO BE OWNED AND MAINTAINED BY METRO DISTRICT



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**FOSSIL CREEK RANCH
METROPOLITAN DISTRICTS**

DRAWN BY: A. Morse

SHEET NO:

SCALE: 1" = 400'

ISSUED: SEPTEMBER 2015

EX 7

STREET PLAN

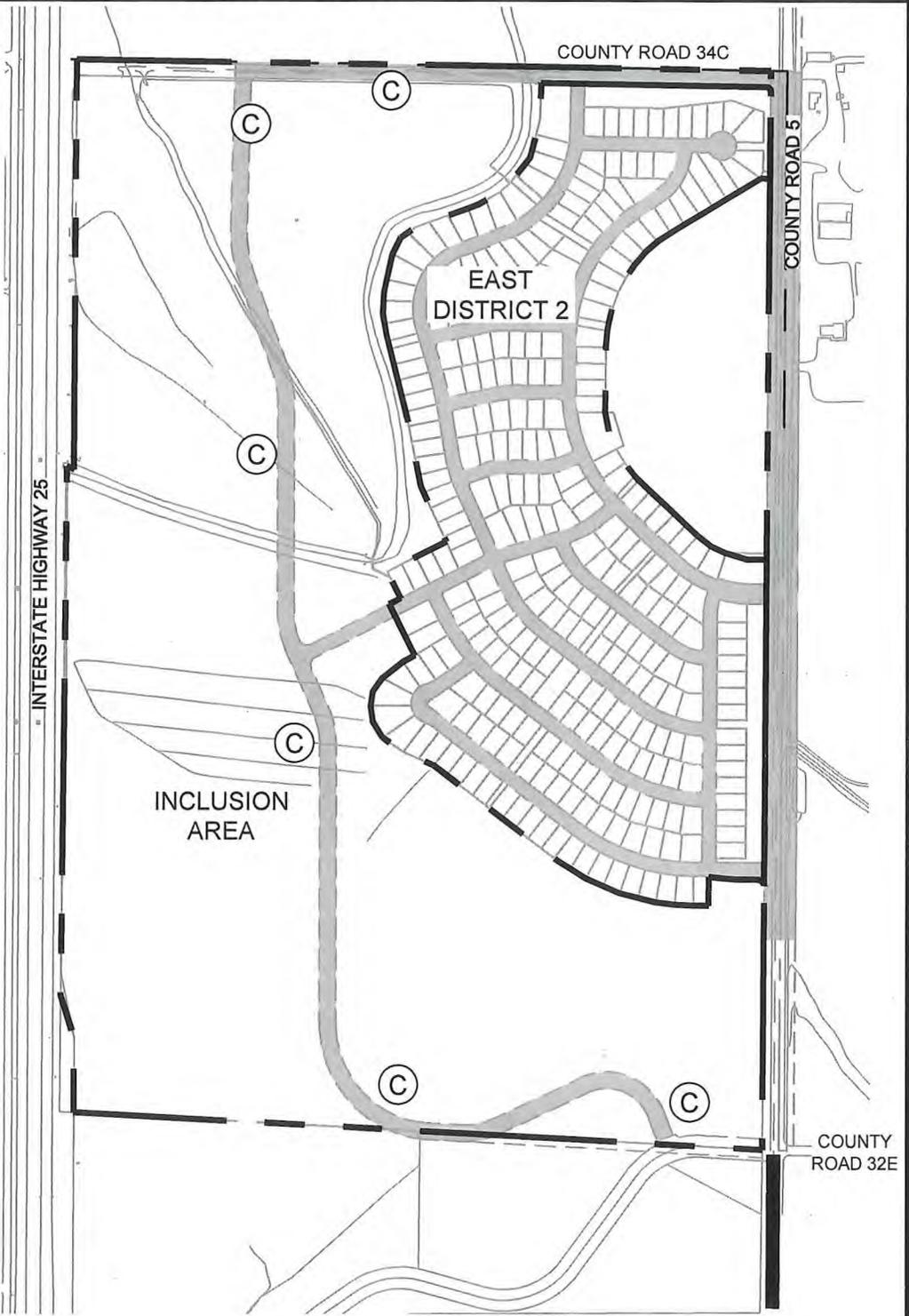
LEGEND:

 IMPROVED BY METRO DISTRICT - OWNED AND MAINTAINED BY THE TOWN OF WINDSOR

 STREET TYPE INDICATOR REFERENCE EXHIBIT 9: STREET DETAILS

NOTE:

1. ALL STREETS ARE LOCAL STREETS UNLESS OTHERWISE NOTED (REFERENCE EXHIBIT 9: STREET DETAILS - TYPE A).

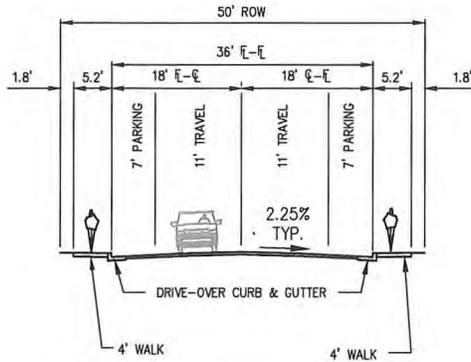


NE
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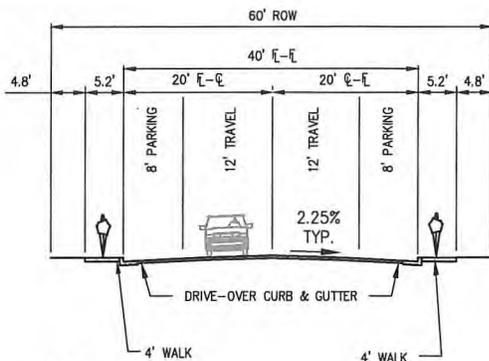
FOSSIL CREEK RANCH METROPOLITAN DISTRICTS	
DRAWN BY: A. Morse	SHEET NO:
SCALE: 1" = 600'	EX 8
ISSUED: SEPTEMBER 2015	

STREET DETAILS



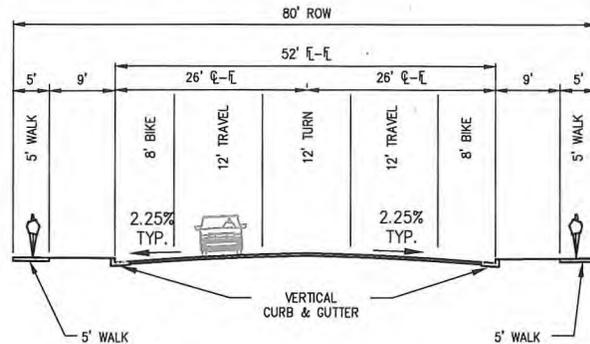
(A) LOCAL STREET

GELBRAY PLACE, AMERIFAX DRIVE, HOLSTEIN DRIVE, BUE LINGO DRIVE, ABIGAR DRIVE, ALUR STREET, BARZONA STREET, BRANGUS DRIVE, TULIM LANE, BRADFORD PLACE, HORRO STREET AND ANKINA DRIVE
(50' ROW)
DRIVE-OVER CURB & GUTTER



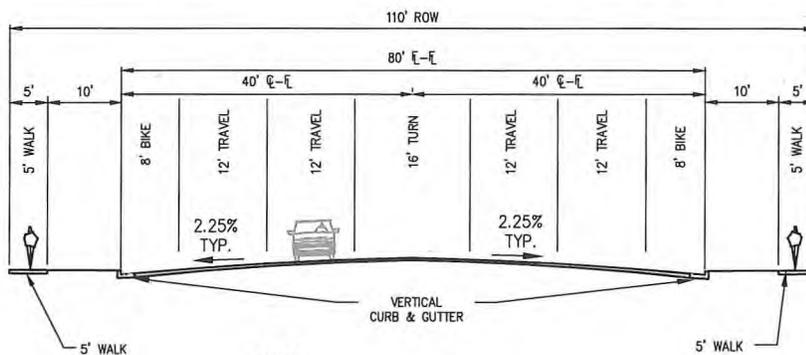
(B) MINOR COLLECTOR STREET

HOLSTEIN DRIVE
(60' ROW)
DRIVE-OVER CURB & GUTTER



(C) MINOR COLLECTOR

CR34C
(70' ROW)
BIKE LANES, VERTICAL CURB AND GUTTER, NO ON-STREET PARKING



(D) MINOR ARTERIAL

SCR5
(110' ROW)
BIKE LANES, VERTICAL CURB AND GUTTER, NO ON-STREET PARKING



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FOSSIL CREEK RANCH METROPOLITAN DISTRICTS

DRAWN BY: A. Morse

SCALE: Not To Scale

ISSUED: SEPTEMBER 2015

SHEET NO:

EX 9

EXHIBIT F

Financial Plan

East Fossil Creek Ranch Metropolitan District No. 2

(In the Town of Windsor, Colorado)

Limited Tax General Obligation Bonds

District Cash Flow

Collection Year*	ASSESSED VALUE SUMMARY				DEBT SERVICE REVENUE SUMMARY					
	Original District Boundaries	Inclusion Area Boundaries 1	Inclusion Area Boundaries 2	Total Assessed Value	Mill Levy	Property Tax Revenue	SO Tax ¹ .5% of Property Tax	Collection Fees ²	Capital Improvement Fee	Net Revenues
2018	6,351,000	1,044,000	2,140,200	9,535,200	0	-	-	-	-	-
2019	6,351,000	1,044,000	2,140,200	9,535,200	34.00	324,197	301	(646)	225,000	548,852
2020	6,738,981	1,044,000	2,140,200	9,923,181	34.00	337,388	344	(740)	225,000	561,993
2021	6,936,432	1,044,000	2,140,200	10,120,632	34.00	344,101	467	(1,002)	225,000	568,566
2022	7,347,899	1,977,000	4,710,938	14,035,838	34.00	477,218	35,791	(10,260)	385,000	887,750
2023	7,397,613	2,910,000	7,053,727	17,361,340	34.00	590,286	44,271	(12,691)	330,000	951,866
2024	7,619,542	3,958,290	9,656,336	21,234,168	34.00	721,962	54,147	(15,522)	330,000	1,090,587
2025	7,619,542	4,919,280	12,215,437	24,754,259	34.00	841,645	63,123	(18,095)	330,000	1,216,673
2026	7,848,128	5,066,858	15,446,618	28,361,604	34.00	964,295	72,322	(20,732)	80,000	1,095,884
2027	7,848,128	5,066,858	19,997,965	32,912,951	34.00	1,119,040	83,928	(24,059)	120,000	1,298,909
2028	8,083,572	5,218,864	20,597,904	33,900,340	34.00	1,152,612	86,446	(24,781)	-	1,214,276
2029	8,083,572	5,218,864	20,597,904	33,900,340	34.00	1,152,612	86,446	(24,781)	-	1,214,276
2030	8,326,079	5,375,430	21,215,841	34,917,350	34.00	1,187,190	89,039	(25,525)	-	1,250,705
2031	8,326,079	5,375,430	21,215,841	34,917,350	34.00	1,187,190	89,039	(25,525)	-	1,250,705
2032	8,575,861	5,536,693	21,852,316	35,964,871	34.00	1,222,806	91,710	(26,290)	-	1,288,226
2033	8,575,861	5,536,693	21,852,316	35,964,871	34.00	1,222,806	91,710	(26,290)	-	1,288,226
2034	8,833,137	5,702,794	22,507,886	37,043,817	34.00	1,259,490	94,462	(27,079)	-	1,326,872
2035	8,833,137	5,702,794	22,507,886	37,043,817	34.00	1,259,490	94,462	(27,079)	-	1,326,872
2036	9,098,131	5,873,878	23,183,122	38,155,131	34.00	1,297,274	97,296	(27,891)	-	1,366,679
2037	9,098,131	5,873,878	23,183,122	38,155,131	34.00	1,297,274	97,296	(27,891)	-	1,366,679
2038	9,371,075	6,050,094	23,878,616	39,299,785	34.00	1,336,193	100,214	(28,728)	-	1,407,679
2039	9,371,075	6,050,094	23,878,616	39,299,785	34.00	1,336,193	100,214	(28,728)	-	1,407,679
2040	9,652,207	6,231,597	24,594,975	40,478,779	34.00	1,376,278	103,221	(29,590)	-	1,449,909
2041	9,652,207	6,231,597	24,594,975	40,478,779	34.00	1,376,278	103,221	(29,590)	-	1,449,909
2042	9,941,774	6,418,545	25,332,824	41,693,142	34.00	1,417,567	106,318	(30,478)	-	1,493,407
2043	9,941,774	6,418,545	25,332,824	41,693,142	34.00	1,417,567	106,318	(30,478)	-	1,493,407
2044	10,240,027	6,611,101	26,092,808	42,943,936	34.00	1,460,094	109,507	(31,392)	-	1,538,209
2045	10,240,027	6,611,101	26,092,808	42,943,936	34.00	1,460,094	109,507	(31,392)	-	1,538,209
2046	10,547,228	6,809,434	26,875,593	44,232,254	34.00	1,503,897	112,792	(32,334)	-	1,584,355
2047	10,547,228	6,809,434	26,875,593	44,232,254	34.00	1,503,897	112,792	(32,334)	-	1,584,355
2048	10,863,644	7,013,717	27,681,860	45,559,222	34.00	1,549,014	116,176	(33,304)	-	1,631,886
Total:						33,695,945	2,452,881	-705,228	2,250,000	37,693,598

Notes:

- (1) Estimated SO Tax : 7.50%
- (2) Estimated Collection Fee 2.00%
- *(3) Capital Improvement Fee 2,500 per single family unit
- (4) DSRF - Requirement: Estimate Int Earnings: 1.50%

ALL PROJECTIONS AND VALUE ESTIMATES PROVIDED BY DEVELOPER

The interest rate and rating assumptions are based on current market conditions and similar credits. The City's actual results may differ, and Stifel makes no commitment to underwrite at these levels.

East Fossil Creek Ranch Metropolitan District No. 2

(In the Town of Windsor, Colorado)

Limited Tax General Obligation Bonds

Single Family Residential Buildout Summary

Year		Build Out Schedule (Single Family)				Land Value				TOTAL	
Completed	Collection	Units Completed	Value Per Unit ^(*)	Market Value	Assessed Value ^(**)	Undeveloped Lots	Lot Value	Market Value ^(*)	Assessed Value ^(***)	Market Value	Assessed Value
2016	2018	0	300,000	0	0	292	75,000	21,900,000	6,351,000	21,900,000	6,351,000
2017	2019	0	300,000	0	0	292	75,000	21,900,000	6,351,000	21,900,000	6,351,000
2018	2020	90	309,000	27,810,000	2,213,676	202	77,250	15,604,500	4,525,305	43,414,500	6,738,981
2019	2021	180	309,000	55,620,000	4,427,352	112	77,250	8,652,000	2,509,080	64,272,000	6,936,432
2020	2022	270	318,270	85,932,900	6,840,259	22	79,568	1,750,485	507,641	87,683,385	7,347,899
2021	2023	292	318,270	92,934,840	7,397,613	0	79,568	0	0	92,934,840	7,397,613
2022	2024	292	327,818	95,722,885	7,619,542	0	81,955	0	0	95,722,885	7,619,542
2023	2025	292	327,818	95,722,885	7,619,542	0	81,955	0	0	95,722,885	7,619,542
2024	2026	292	337,653	98,594,572	7,848,128	0	84,413	0	0	98,594,572	7,848,128
2025	2027	292	337,653	98,594,572	7,848,128	0	84,413	0	0	98,594,572	7,848,128
2026	2028	292	347,782	101,552,409	8,083,572	0	86,946	0	0	101,552,409	8,083,572
2027	2029	292	347,782	101,552,409	8,083,572	0	86,946	0	0	101,552,409	8,083,572
2028	2030	292	358,216	104,598,981	8,326,079	0	89,554	0	0	104,598,981	8,326,079
2029	2031	292	358,216	104,598,981	8,326,079	0	89,554	0	0	104,598,981	8,326,079
2030	2032	292	368,962	107,736,951	8,575,861	0	92,241	0	0	107,736,951	8,575,861
2031	2033	292	368,962	107,736,951	8,575,861	0	92,241	0	0	107,736,951	8,575,861
2032	2034	292	380,031	110,969,059	8,833,137	0	95,008	0	0	110,969,059	8,833,137
2033	2035	292	380,031	110,969,059	8,833,137	0	95,008	0	0	110,969,059	8,833,137
2034	2036	292	391,432	114,298,131	9,098,131	0	97,858	0	0	114,298,131	9,098,131
2035	2037	292	391,432	114,298,131	9,098,131	0	97,858	0	0	114,298,131	9,098,131
2036	2038	292	403,175	117,727,075	9,371,075	0	100,794	0	0	117,727,075	9,371,075
2037	2039	292	403,175	117,727,075	9,371,075	0	100,794	0	0	117,727,075	9,371,075
2038	2040	292	415,270	121,258,887	9,652,207	0	103,818	0	0	121,258,887	9,652,207
2039	2041	292	415,270	121,258,887	9,652,207	0	103,818	0	0	121,258,887	9,652,207
2040	2042	292	427,728	124,896,654	9,941,774	0	106,932	0	0	124,896,654	9,941,774
2041	2043	292	427,728	124,896,654	9,941,774	0	106,932	0	0	124,896,654	9,941,774
2042	2044	292	440,560	128,643,553	10,240,027	0	110,140	0	0	128,643,553	10,240,027
2043	2045	292	440,560	128,643,553	10,240,027	0	110,140	0	0	128,643,553	10,240,027
2044	2046	292	453,777	132,502,860	10,547,228	0	113,444	0	0	132,502,860	10,547,228
2045	2047	292	453,777	132,502,860	10,547,228	0	113,444	0	0	132,502,860	10,547,228
2046	2048	292	467,390	136,477,946	10,863,644	0	116,848	0	0	136,477,946	10,863,644

* Biennial Inflation: 3.00%

** Residential Assessment Rate: 7.96%

** Vacant Land Assessment Rate: 29.00%

ALL PROJECTIONS AND VALUE ESTIMATES PROVIDED BY DEVELOPER

East Fossil Creek Ranch Metropolitan District No. 2

(In the Town of Windsor, Colorado)

Limited Tax General Obligation Bonds

Inclusion Area - Multi Family Residential Buildout Summary

Year		Build Out Schedule (Single Family)				Land Value				TOTAL		
Completed	Collection	Units Completed	Value Per Unit ^(*)	Market Value	Assessed Value ^(**)	Undeveloped Lots	Lot Value	Market Value ^(*)	Assessed Value ^(***)	Capital Fee	Market Value	Assessed Value
2016	2018	0	0	0	0	400	9,000	3,600,000	1,044,000	0	3,600,000	1,044,000
2017	2019	0	0	0	0	400	9,000	3,600,000	1,044,000	0	3,600,000	1,044,000
2018	2020	0	0	0	0	400	9,000	3,600,000	1,044,000	0	3,600,000	1,044,000
2019	2021	0	0	0	0	400	9,000	3,600,000	1,044,000	0	3,600,000	1,044,000
2020	2022	100	150,000	15,000,000	1,194,000	300	9,000	2,700,000	783,000	0	17,700,000	1,977,000
2021	2023	200	150,000	30,000,000	2,388,000	200	9,000	1,800,000	522,000	0	31,800,000	2,910,000
2022	2024	300	154,500	46,350,000	3,689,460	100	9,270	927,000	268,830	0	47,277,000	3,958,290
2023	2025	400	154,500	61,800,000	4,919,280	0	9,270	0	0	0	61,800,000	4,919,280
2024	2026	400	159,135	63,654,000	5,066,858	0	9,548	0	0	0	63,654,000	5,066,858
2025	2027	400	159,135	63,654,000	5,066,858	0	9,548	0	0	0	63,654,000	5,066,858
2026	2028	400	163,909	65,563,620	5,218,864	0	9,835	0	0	0	65,563,620	5,218,864
2027	2029	400	163,909	65,563,620	5,218,864	0	9,835	0	0	0	65,563,620	5,218,864
2028	2030	400	168,826	67,530,529	5,375,430	0	10,130	0	0	0	67,530,529	5,375,430
2029	2031	400	168,826	67,530,529	5,375,430	0	10,130	0	0	0	67,530,529	5,375,430
2030	2032	400	173,891	69,556,444	5,536,693	0	10,433	0	0	0	69,556,444	5,536,693
2031	2033	400	173,891	69,556,444	5,536,693	0	10,433	0	0	0	69,556,444	5,536,693
2032	2034	400	179,108	71,643,138	5,702,794	0	10,746	0	0	0	71,643,138	5,702,794
2033	2035	400	179,108	71,643,138	5,702,794	0	10,746	0	0	0	71,643,138	5,702,794
2034	2036	400	184,481	73,792,432	5,873,878	0	11,069	0	0	0	73,792,432	5,873,878
2035	2037	400	184,481	73,792,432	5,873,878	0	11,069	0	0	0	73,792,432	5,873,878
2036	2038	400	190,016	76,006,205	6,050,094	0	11,401	0	0	0	76,006,205	6,050,094
2037	2039	400	190,016	76,006,205	6,050,094	0	11,401	0	0	0	76,006,205	6,050,094
2038	2040	400	195,716	78,286,391	6,231,597	0	11,743	0	0	0	78,286,391	6,231,597
2039	2041	400	195,716	78,286,391	6,231,597	0	11,743	0	0	0	78,286,391	6,231,597
2040	2042	400	201,587	80,634,983	6,418,545	0	12,095	0	0	0	80,634,983	6,418,545
2041	2043	400	201,587	80,634,983	6,418,545	0	12,095	0	0	0	80,634,983	6,418,545
2042	2044	400	207,635	83,054,032	6,611,101	0	12,458	0	0	0	83,054,032	6,611,101
2043	2045	400	207,635	83,054,032	6,611,101	0	12,458	0	0	0	83,054,032	6,611,101
2044	2046	400	213,864	85,545,653	6,809,434	0	12,832	0	0	0	85,545,653	6,809,434
2045	2047	400	213,864	85,545,653	6,809,434	0	12,832	0	0	0	85,545,653	6,809,434
2046	2048	400	220,280	88,112,023	7,013,717	0	13,217	0	0	0	88,112,023	7,013,717
2047	2049	400	220,280	88,112,023	7,013,717	0	13,217	0	0	0	88,112,023	7,013,717
2048	2050	400	226,888	90,755,383	7,224,129	0	13,613	0	0	0	90,755,383	7,224,129
2049	2051	400	226,888	90,755,383	7,224,129	0	13,613	0	0	0	90,755,383	7,224,129

* Biennial Inflation: 3.00%

** Residential Assessment Rate: 7.96%

** Vacant Land Assessment Rate: 29.00%

ALL PROJECTIONS AND VALUE ESTIMATES PROVIDED BY DEVELOPER

East Fossil Creek Ranch Metropolitan District No. 2

(In the Town of Windsor, Colorado)

Limited Tax General Obligation Bonds

Inclusion Area - Commercial Property Buildout

Year		Build Out Schedule (Commercial)				Undeveloped Land Value				TOTAL	
Completed	Collection	Sq. Ft. Completed	Value Per Sq. Ft.	Market Value	Assessed Value ^(**)	Undeveloped Acres	Value Per Acre	Market Value ^(*)	Assessed Value ^(***)	Market Value	Assessed Value
2016	2018	0	0	0	0	82	90,000	7,380,000	2,140,200	7,380,000	2,140,200
2017	2019	0	0	0	0	82	90,000	7,380,000	2,140,200	7,380,000	2,140,200
2018	2020	0	0	0	0	82	90,000	7,380,000	2,140,200	7,380,000	2,140,200
2019	2021	0	0	0	0	82	90,000	7,380,000	2,140,200	7,380,000	2,140,200
2020	2022	100,000	100	10,000,000	2,900,000	69.385	90,000	6,244,615	1,810,938	16,244,615	4,710,938
2021	2023	200,000	100	20,000,000	5,800,000	48.036	90,000	4,323,195	1,253,727	24,323,195	7,053,727
2022	2024	300,000	103	30,900,000	8,961,000	25.865	92,700	2,397,711	695,336	33,297,711	9,656,336
2023	2025	400,000	103	41,200,000	11,948,000	9.948	92,700	922,196	267,437	42,122,196	12,215,437
2024	2026	500,000	106	53,045,000	15,383,050	2.296	95,481	219,199	63,568	53,264,199	15,446,618
2025	2027	650,000	106	68,958,500	19,997,965	0.000	95,481	0	0	68,958,500	19,997,965
2026	2028	650,000	109	71,027,255	20,597,904	0.000	98,345	0	0	71,027,255	20,597,904
2027	2029	650,000	109	71,027,255	20,597,904	0.000	98,345	0	0	71,027,255	20,597,904
2028	2030	650,000	113	73,158,073	21,215,841	0.000	101,296	0	0	73,158,073	21,215,841
2029	2031	650,000	113	73,158,073	21,215,841	0.000	101,296	0	0	73,158,073	21,215,841
2030	2032	650,000	116	75,352,815	21,852,316	0.000	104,335	0	0	75,352,815	21,852,316
2031	2033	650,000	116	75,352,815	21,852,316	0.000	104,335	0	0	75,352,815	21,852,316
2032	2034	650,000	119	77,613,399	22,507,886	0.000	107,465	0	0	77,613,399	22,507,886
2033	2035	650,000	119	77,613,399	22,507,886	0.000	107,465	0	0	77,613,399	22,507,886
2034	2036	650,000	123	79,941,801	23,183,122	0.000	110,689	0	0	79,941,801	23,183,122
2035	2037	650,000	123	79,941,801	23,183,122	0.000	110,689	0	0	79,941,801	23,183,122
2036	2038	650,000	127	82,340,055	23,878,616	0.000	114,009	0	0	82,340,055	23,878,616
2037	2039	650,000	127	82,340,055	23,878,616	0.000	114,009	0	0	82,340,055	23,878,616
2038	2040	650,000	130	84,810,257	24,594,975	0.000	117,430	0	0	84,810,257	24,594,975
2039	2041	650,000	130	84,810,257	24,594,975	0.000	117,430	0	0	84,810,257	24,594,975
2040	2042	650,000	134	87,354,565	25,332,824	0.000	120,952	0	0	87,354,565	25,332,824
2041	2043	650,000	134	87,354,565	25,332,824	0.000	120,952	0	0	87,354,565	25,332,824
2042	2044	650,000	138	89,975,202	26,092,808	0.000	124,581	0	0	89,975,202	26,092,808
2043	2045	650,000	138	89,975,202	26,092,808	0.000	124,581	0	0	89,975,202	26,092,808
2044	2046	650,000	143	92,674,458	26,875,593	0.000	128,318	0	0	92,674,458	26,875,593
2045	2047	650,000	143	92,674,458	26,875,593	0.000	128,318	0	0	92,674,458	26,875,593
2046	2048	650,000	147	95,454,691	27,681,860	0.000	132,168	0	0	95,454,691	27,681,860
2047	2049	650,000	147	95,454,691	27,681,860	0.000	132,168	0	0	95,454,691	27,681,860
2048	2050	650,000	151	98,318,332	28,512,316	0.000	136,133	0	0	98,318,332	28,512,316
2049	2051	650,000	151	98,318,332	28,512,316	0.000	136,133	0	0	98,318,332	28,512,316

* Biennial Inflation: 3.00%
 ** Residential Assessment Rate: 7.96%
 ** Commercial Assessment Rate: 29.00%

ALL PROJECTIONS AND VALUE ESTIMATES PROVIDED BY DEVELOPER

DISCLOSURE

Stifel, Nicolaus & Company, Incorporated ('Stifel') has prepared the attached materials. Such material consists of factual or general information (as defined in the SEC's Municipal Advisor Rule). Stifel is not hereby providing a municipal entity or obligated person with any advice or making any recommendation as to action concerning the structure, timing or terms of any issuance of municipal securities or municipal financial products. To the extent that Stifel provides any alternatives, options, calculations or examples in the attached information, such information is not intended to express any view that the municipal entity or obligated person could achieve particular results in any municipal securities transaction, and those alternatives, options, calculations or examples do not constitute a recommendation that any municipal issuer or obligated person should effect any municipal securities transaction. Stifel is acting in its own interests, is not acting as your municipal advisor and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, to the municipal entity or obligated party with respect to the information and materials contained in this communication.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

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EXHIBIT G

Service Plan Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE TOWN OF WINDSOR, COLORADO

AND THE

EAST FOSSIL CREEK RANCH METROPOLITAN DISTRICT NOS. 1-2

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2015, by and between the TOWN OF WINDSOR, a home rule municipal corporation of the State of Colorado (the “Town”) and the EAST FOSSIL CREEK RANCH METROPOLITAN DISTRICT NOS. 1 – 2, each a quasi-municipal corporation and political subdivision of the State of Colorado (the “Districts”). The Town and the Districts are individually referred to as a “Party” and collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Service Plan approved by the Town on _____, 2015 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts; and

WHEREAS, the Parties have determined that any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (the “Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and applicable provisions of the Town Code. To the extent the Public Improvements are not accepted by the Town or other appropriate jurisdiction, the Districts shall be authorized to operate and maintain any part or all of the Public Improvements, provided that any increase in an operations mill levy beyond the limits set forth herein and the Service Plan shall be subject to approval by the Town Board.

2. Development Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, as applicable. The Districts directly or indirectly through the Project Developer will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Unless waived by the Town, the Districts shall be required, in accordance with the Town Code, to post a surety bond, letter of credit, or other approved development security for any Public Improvements to be constructed by the Districts in connection with a particular phase. Such development security shall be released when the Districts (or the applicable District furnishing the security) have obtained funds, through bond issuance or otherwise, adequate to insure the construction of the applicable Public Improvements, or when the improvements have been completed and finally accepted. Any limitation or requirement concerning the time within which the Town must review a District proposal or application for an Approved Development Plan or other land use approval is hereby waived by the Districts.

3. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and

early redemption provisions, is reasonable considering the financial circumstances of the District.

4. Inclusion and Exclusion Limitation. The Districts shall not include within their respective boundaries, any property outside of the Initial District Boundaries or the Inclusion Area Boundaries without the prior written consent of the Town Board. The boundaries of the Districts may be adjusted within the boundaries of the Service Area by inclusion or exclusion pursuant to the Act, provided that the following materials are furnished to the Town Planning Department: a) written notice of any proposed inclusion or exclusion is provided at the time of publication of notice of the public hearing thereon; b) an engineer's or surveyor's certificate is provided establishing that the resulting boundary adjustment will not result in legal boundaries for any District extending outside of the Service Area; and c) to the extent the resulting boundary adjustment causes the boundaries of the Districts to overlap, that any consent to such overlap required by Section 32-1-107, C.R.S. is furnished. Notwithstanding the preceding text, property located in an Inclusion Area may not be included into a District pursuant to Section 32-1-401(2)(a), C.R.S., i.e., all Inclusion Area property to be included within a District must be included pursuant to the consent of the fee owner or owners of one hundred percent of the property to be included. Inclusions or exclusions that are not authorized by the preceding text shall require the prior approval of the Town Board, and such approval shall not constitute a material modification of the Service Plan.

5. Initial Debt Limitation. Prior to the effective date of approval of an Approved Development Plan relating to development within the Service Area, the Districts shall not incur any Debt.

6. Maximum Debt Authorization. The Districts shall not incur Debt in excess of \$16,280,000. To the extent the Districts seek to modify the Maximum Debt Authorization, they shall obtain the prior approval of the Town Board. Increases which do not exceed 25% of the amount set forth above, and which are approved by the Town Board in a written agreement, shall not constitute a material modification of the Service Plan. Debt established pursuant to an intergovernmental agreement pledging the collection and payment of property taxes and/or Capital Improvement Fees in connection with a Coordinating District and Financing District(s) structure and which secures payment of Debt issued by the Coordinating District shall not count against the Maximum Debt Authorization limitation.

7. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply for, except pursuant to an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

8. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, other than as described in the following sentence. The Districts' may be consolidated with one another, with notice to but without the prior consent of the Town, to accomplish the objectives set forth herein, and the consolidation thereof will not constitute a material modification of this Service Plan.

9. Eminent Domain Limitation. The Districts shall not exercise their statutory power of eminent domain, except as may be necessary to construct, install, access, relocate or redevelop the Public Improvements identified in the Preliminary Infrastructure Plan. Any use of eminent domain shall be undertaken strictly in compliance with State law and shall be subject to prior consent of the Town Board.

10. Limitation on Using Fees for Capital Improvements. The Districts are prohibited from imposing or collecting Fees for purposes of paying for Public Improvements or Debt; provided, however, that the Districts may impose and collect a one-time capital improvement fee as a source of revenue for repayment of Debt and/or costs of Public Improvements in an amount not to exceed \$2,500 per dwelling unit or \$0.80 per square foot for commercial development (the "**Capital Improvement Fee**"). No Capital Improvement Fee related to repayment of Debt shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said taxable property. The Town undertakes no obligation to inform the Districts as to the status of Certificates of Occupancy or to monitor the collection of Capital Improvement Fees. Notwithstanding any of the foregoing, the restrictions in this paragraph shall not apply to any Fee imposed or collected from taxable property for the purpose of funding administration, operation, and maintenance costs of the Districts.

11. Bankruptcy Limitation. All of the limitations contained in the Service Plan and this Agreement, including, but not limited to, those pertaining to the Maximum Aggregate Mill Levy have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan amendment; and

b. are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C, Section 903) and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

12. Pledge in Excess of Maximum Aggregate Mill Levy – Material Modification. Any Debt incurred with a pledge or which results in a pledge that exceeds the Maximum Aggregate Mill Levy shall be deemed a material modification of the Service Plan pursuant to Section 32-1-207, C.R.S., and a breach of this Agreement and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

13. Covenant Enforcement and Design Review Services Limitation. The Districts are authorized to transfer responsibility for provision of covenant enforcement services and design review services under a declaration of covenants, conditions, and restrictions (“CCRs”) to a not for profit entity controlled by End Users. The Districts shall not impose assessments that might otherwise be authorized to be imposed and collected pursuant to a CCRs. The preceding sentence does not limit the Districts’ ability to impose Fees to defray the costs of covenant enforcement and design review services. The Districts shall be authorized to contract among themselves to assign responsibility for Covenant Enforcement and Design Review Services to one of the Districts, but any such contract shall be terminable by any District upon reasonable notice to the named enforcing District, and any determinations made by the enforcing District under such contract shall be appealable *de novo* to the Board of Directors of the District in which the property that is the subject of the determination is located. The Board of Directors of the District in which the property is located will then have thirty (30) days to hear the appeal or grant an extension; otherwise, the appeal shall be deemed denied.

14. Restrictions on Developer Reimbursements.

a. In the event the District procures or pays for Public Improvements outside of a public bid process, prior to reimbursement to the Project Developer or payment to a third party on behalf of the Project Developer a qualified independent third party shall certify to the Districts that costs of the Public Improvements are reasonable.

b. A qualified independent third party shall certify to the Districts that Public Improvements financed by a District are fit for intended purposes. Note that this certification standard might differ from the certification standards required by the end-owner of such facilities, such as the Town or other special district.

c. In the event a District agrees to reimburse the Project Developer for an advancement of money, property, or services and such agreement does not qualify as Debt as defined in the Service Plan, then the District shall not pay a rate of interest on such advancement that exceeds a rate equal to the prime rate as published in the Wall Street Journal (“WSJ”) plus two percent (2%) for the applicable period. In the event the WSJ ceases to publish a prime rate, then the Districts shall substitute a rate from a similar market index. The Districts will from time to time monitor the feasibility of issuing Debt, and if the amount owed under the reimbursement agreement can be

satisfied with the proceeds of Debt incurred at a cost materially less than the prime rate plus two percent (2%), then the Districts shall take reasonable steps to incur such Debt and satisfy the reimbursement obligation to the Project Developer. The purpose of this paragraph is to set a readily ascertainable ceiling on the rate of interest a District board of directors can agree to pay a Project Developer for advancements that do not qualify as Debt; this paragraph neither prevents the District from issuing Debt at a higher rate of interest than the WSJ prime rate plus two percent (2%) nor does it prevent the District from paying a lower rate of interest on a developer reimbursement agreement.

15. Town Trails. Trails which are interconnected with a Town or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

16. Overlap of Existing Special Districts. To the extent prohibited by Section 32-1-107, C.R.S., the Districts shall not duplicate the services provided by any existing metropolitan or special district in any area of overlap except as may be consented to by such existing district. The Town shall be held harmless if any existing metropolitan or special district refuses to authorize services and from any claims brought by such district for improvements constructed or installed or services provided prior to receiving any required consent.

17. Overlap of Districts. No property shall be simultaneously included within the boundaries of more than one of the Districts, except as provided in Section V.A.4. above and in the following sentence. To the extent any District overlaps any other District(s), the total mill levy to be imposed by the Districts to property located in two or more of the Districts shall not exceed the Maximum Aggregate Mill Levy, and the property shall not be subject to a Debt Mill Levy for a period which exceeds the Maximum Debt Mill Levy Imposition Term.

18. Location and Extent Limitation. To the extent a metropolitan district may have any powers pursuant to Section 31-23-209, C.R.S., with respect to the Town, the District hereby waives and shall not exercise any such powers to override or avoid submitting to the jurisdiction of the Town Board or compliance with the Town Code or other regulations.

19. Disclosure. Contemporaneously with the inclusion of property into a District, the District shall record a disclosure in the form set forth in Exhibit H hereto in the appropriate county's real property records.

20. Financial Plan.

The total Debt that the Districts shall be permitted to incur shall not exceed the Maximum Debt Authorization; provided, however, that Debt incurred to refund outstanding Debt of the Districts shall not count against the Maximum Debt

Authorization so long as such refunding Debt does not result in a net present value expense. District Debt shall be permitted to be incurred on a schedule and in such year or years as the issuing District determines shall meet the needs of the Financial Plan referenced above and phased to serve the Project as it occurs. All bonds and other Debt incurred by the Districts may be payable from any and all legally available revenues of the Districts, including but not limited to revenues from the Debt Mill Levy to be imposed upon all taxable property within the Districts and Capital Improvement Fees.

All Debt incurred by the Districts must be incurred in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law. The Maximum Debt Authorization is supported by the Financial Plan prepared by Stifel, Nicolaus & Company, Incorporated, attached hereto as Exhibit F. The Project Developer has provided valuation and absorption data it believes to be market based and market comparable. The Financial Plan attached to this Service Plan satisfies the requirements of Section 19-1-20(i). of the Town Code. Notwithstanding any of the terms contained in the Financial Plan or herein, it is expressly expected and understood that the Financial Plan is based upon assumptions that provide only a reasonable expectation of future conditions and that the actual Debt may be issued at different times and with different terms than those set forth in the Financial Plan, which shall not be deemed a material modification so long as the Debt complies with the express provisions in the body of this Service Plan.

21. Maximum Voted Interest Rate and Maximum Underwriting Discount. The interest rate on any Debt is expected to be the market rate at the time the Debt is incurred. In the event of a default, the proposed maximum interest rate on any Debt is not permitted to exceed twelve percent (12%). The proposed maximum underwriting discount will be three percent (3%). Debt, when incurred, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

22. Maximum Mill Levies.

A District may impose a "Debt Mill Levy" upon taxable property within such District for payment of Public Improvements, including Debt incurred and other obligations incurred to pay the costs of Public Improvements. The Districts are authorized to promise to impose the Debt Mill Levy for a period not to exceed the Maximum Debt Mill Levy Imposition Term, and revenues derived from the Debt Mill Levy may be pledged to defray Debt. The Debt Mill Levy may not exceed thirty-four (34) mills. However, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement, then the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January

1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

An "Operations and Maintenance Mill Levy" may be imposed upon the taxable property within the Districts for payment of administration, operations, and maintenance costs. The Districts are prohibited from imposing an Operations and Maintenance Mill Levy for purposes of generating revenue to fund Public Improvements or for defraying Debt. The Districts are prohibited from promising to impose an Operations and Maintenance Mill Levy, except that the Districts may, to the extent of authorization under TABOR, promise to impose an Operations and Maintenance Mill Levy in connection with a Debt covenant to fund basic District administrative, operations, and maintenance costs. Revenues derived from the Operations and Maintenance Mill Levy may not be pledged. The Operations and Maintenance Mill Levy shall not exceed thirty-nine (39) mills. However, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement, then the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

The Maximum Aggregate Mill Levy shall be the maximum mill levy the District or any combination of Districts is permitted to impose upon taxable property for any purpose, including payment of Debt, capital improvements costs, administration, operations, and maintenance costs. The Maximum Aggregate Mill Levy is thirty-nine (39) mills. However, if, on or after January 1, 2015, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, then the preceding mill levy limitations may be increased or decreased to reflect such changes, with such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation. By way of example, if a District has imposed a Debt Mill Levy of 30 mills, the maximum Operations and Maintenance Mill Levy that it can simultaneously impose is 9 mills.

23. Maximum Debt Mill Levy Imposition Term.

No District or combination of Districts shall have any authority to impose or collect a Debt Mill Levy on any single property for a period greater than thirty (30) years after the year of the initial imposition of a Debt Mill Levy; this restriction is referred to as the Maximum Mill Levy Imposition Term. The Maximum Mill Levy Imposition Term begins to run on the earlier of (i) the first year the Debt Mill Levy is collected and (ii) five years after the year in which the first building permit for a residential, commercial or industrial building is issued for property within the District. As an example of (ii), if the first building permit in District No. 2 is issued in 2016, then District No. 2 should impose its Debt Mill Levy no later than tax year 2021 (which mill levy would be first collected in 2022). In the event a District fails to impose a Debt Mill Levy within this five-year time period, the Maximum Debt Mill Levy Imposition Period shall be reduced a year for each year that the imposition of the mill levy is delayed. Put another way, a District has a five year window from the initial building permit within which to impose a full 30-year Debt Mill Levy. In structuring Debt, Districts shall be mindful that this primary revenue source for repayment shall expire at the end of this thirty-year term. The Maximum Public Improvement Mill Levy Imposition Term may be altered only upon approval by the Town pursuant to a separate written intergovernmental agreement, and only upon a finding by the Town of extraordinary burdens to the Districts or extraordinary benefits to be conferred upon the Town by the Districts.

24. Sources of Funds.

As discussed in more detail above, the Districts may impose mill levies on taxable property within its boundaries as a primary source of revenue for repayment of debt service, capital improvements, administrative expenses and operations, and maintenance, to the extent operations and maintenance functions are specifically addressed in the Service Plan. The Districts may also rely upon various other revenue sources authorized by law, including loans from the Project Developer. At the Districts' discretion, they may assess Fees that are reasonably related to the costs of operating and maintaining District services and facilities. Fees, other than Capital Improvement Fees, shall not be imposed for the purpose of paying for Public Improvements or defraying Debt unless specifically permitted by the Town Board, and any such permission shall not constitute a material modification of this Service Plan. The Districts are permitted to pledge revenues from the Capital Improvements Fee to the payment of Debt.

25. Security for Debt.

The Districts do not have the authority and shall not pledge any revenue or property of the Town as security for the indebtedness set forth in the Service Plan. Approval of the Service Plan shall not be construed as a guarantee by the Town of payment of any of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the

event of default by the Districts in the payment of any such obligation or performance of any other obligation.

26. Debt Instrument Disclosure Requirement.

In the text of each bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, the Project Developer.

27. Urban Renewal Authorities.

The Districts' tax revenues shall not be affected by any urban renewal authority overlapping any portion of the Districts, the formation of which is approved by the Town, unless the Districts, Town, and urban renewal authority have complied with the requirements of Section 31-25-107(9.5), C.R.S.

28. Subdistricts.

The Districts may organize subdistricts or areas as authorized by Section 32-1-1101(1)(f), C.R.S., provided, however, that without the specific approval of the Town, any such subdistrict(s) or area(s) shall be subject to all limitations on Debt, taxes, Fees, and other provisions of this Service Plan. Neither the Debt Mill Levy, the Operations and Maintenance Mill Levy, nor any Debt limit shall be increased as a result of creation of a subdistrict. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the Districts shall notify the Town prior to establishing any such subdistrict(s) or area(s), and shall provide the Town with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The Town Board may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of this Service Plan.

29. Special Improvement Districts.

The Districts are not authorized to establish a special improvement district without the prior approval of the Town Board.

30. Notices.

All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts

East Fossil Creek Ranch Metropolitan District
Nos. 1 - 2

Attn: _____

Phone: _____

Email: _____

with a copy to:

Collins Cockrel & Cole, P.C.

Attn: David A. Greher

390 Union Blvd., Ste. 400

Denver, Colorado 80228

Phone: (303) 986-1551

Email: dgreher@cccfirm.com

To the Town:

Town of Windsor

301 Walnut Street

Windsor, Colorado 80550

Attn: Town Manager

cc: Town Attorney

Phone: (970) 674-2400

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

31. Miscellaneous.

a. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the Districts until after the effective date of this Agreement.

b. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto.

c. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

d. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

e. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

f. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

g. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages.

h. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in District Court in and for Weld County.

i. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

j. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

k. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

l. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire Agreement between the Parties concerning the subject matter hereof; provided, however, that this Agreement does not modify, affect, or limit the Town's or any other person's right of action to enforce the provisions of the Service Plan separately from this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the Districts as of the date first above written.

Signature page to follow

TOWN OF WINDSOR, COLORADO

By: _____
Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

**EAST FOSSIL CREEK RANCH
METROPOLITAN DISTRICT NOS. 1 - 2,**
each a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
President

ATTEST:

Secretary

EXHIBIT H

District Disclosure Form

East Fossil Creek Ranch Metropolitan District Nos. 1-2

In accordance with § 32-1-104.8, Colorado Revised Statutes, East Fossil Creek Ranch Metropolitan District Nos. 1-2 (the “**Districts**”) are required to submit a public disclosure to the Larimer County Clerk and Recorder for recording along with a map depicting the boundaries of the District, attached hereto as Exhibit A.

1. Name of District: East Fossil Creek Ranch Metropolitan District Nos. 1-2.
2. Powers of the District as authorized by § 32-1-1004, Colorado Revised Statutes, and the Districts’ Service Plan as of the time of this filing: The Districts have the authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth in the Service Plan.
3. The Districts’ Service Plan, approved on _____, by the Town of Windsor, State of Colorado, which can be amended from time to time, includes a description of the Districts’ powers and authority. A copy of the Districts’ Service Plan is available from the Division of Local Government.
4. East Fossil Creek Ranch District Nos. 1-2 are authorized by Title 32 of the Colorado Revised Statutes to use a number of methods to raise revenues for capital needs and general operations costs. These methods, subject to the limitations imposed by section 20 of article X of the Colorado Constitution, include issuing debt, levying taxes, and imposing fees and charges. The maximum debt service mill levy authorized under the Districts’ Service Plan is 34 mills. The maximum operations and maintenance mill levy authorized under the Districts’ service plan is 39 mills. Voter approval for the imposition of these taxes under section 20 of article X of the Colorado Constitution has been obtained. Information concerning directors, management, meetings, elections and current taxes are provided annually in the Notice to Electors described in § 32-1-809(1), Colorado Revised Statutes, which can be found at the District office, on the Districts’ website, on file at the division of local government in the state department of local affairs, or on file at the office of the clerk and recorder of each county in which the special district is located.



MEMORANDUM

Date: November 9, 2015
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Doug Roth, Civil Engineer
Re: Digital Flood Insurance Rate Map Adoption by Ordinance
Item #: 4.

Background / Discussion:

Over a decade ago FEMA launched a project to electronically digitize all Flood Insurance Rate Maps (FIRM) across the country. A FIRM typically shows the 100-year floodplain boundary and many times includes the floodway boundary also. The digital flood insurance rate map (DFIRM) project for Weld County has been ongoing for over nine years.

The DFIRM product is a GIS based map produced from converting existing manually produced FIRM panels into a digital format. The intent of the DFIRM is to digitize existing mapping, not to restudy the floodplain. Putting the FIRM maps into the DFIRM format will allow a number of possibilities to link to other important data in a GIS format.

The Letter of Final Determination was issued by FEMA on July 20, 2015 notifying communities that they have a six month period to adopt the DFIRM mapping and associated Flood Insurance Study (FIS). In order to adopt the DFIRM mapping, the Town Floodplain Ordinance will need to be amended to adopt the Weld County DFIRM mapping and FIS as the official Town floodplain mapping. A copy of the Ordinance will need to be sent to Colorado Water Conservation Board (CWCB) and FEMA so that they have verification that the Town has complied with FEMA requirements. CWCB has requested that local ordinance updates be completed by December 15th in order to have time to demonstrate to FEMA that communities are compliant with National Flood Insurance Program regulations.

Financial Impact:

No financial impact anticipated.

Recommendation:

Mapping has been reviewed by staff and appears to reflect changes requested by staff during the review period. Staff recommends amending the Floodplain Ordinance to incorporate The Flood Insurance Study for Weld County, Colorado and Incorporated Areas, dated January 20, 2016, with accompanying Flood Insurance Rate Maps.

Attachments:

DFIRM Adoption Ordinance

TOWN OF WINDSOR

ORDINANCE NO. 2015-1512

AN ORDINANCE AMENDING SECTION 16-27-70 OF THE *WINDSOR MUNICIPAL CODE* AND ADOPTING THE NEW DIGITIZED WELD COUNTY FLOOD INSURANCE RATE MAPS AND FLOOD INSURANCE STUDY PERTAINING TO THE FLOOD DAMAGE PREVENTION MEASURES APPLICABLE TO LAND USE PRACTICES WITHIN THE TOWN OF WINDSOR

WHEREAS, the Town of Windsor (“Town”) is a Colorado home rule municipality, with all powers of self-governance reserved in accordance with state law; and

WHEREAS, the Town adopted the State floodplain regulations in 2013, codified in Chapter 16, Article XXVII of the *Windsor Municipal Code*, the purpose of which is to protect the public health, safety and welfare; and

WHEREAS, the Federal Emergency Management Agency (“FEMA”) is responsible for working cooperatively with state and local governments for the purpose of assuring the adoptions of up-to-day flood damage prevention policy; and

WHEREAS, FEMA and the Colorado Water Conservation Board have completed a revision of the Weld County Flood Insurance Rate Maps in digital countywide format; and

WHEREAS, these new maps and accompanying Flood Insurance Study will become effective January 20, 2016; and

WHEREAS, to be in compliance, the Town must adopt revisions to its local floodplain management regulations by December 15, 2015; and

WHEREAS, the Town Board has reviewed the within Ordinance, and finds that its adoption promotes the public health, safety and welfare.

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

Section 16-27-70 of the *Windsor Municipal Code* is hereby repealed, amended and re-adopted to read as follows:

Sec. 16-27-70. Basis for establishing the Special Flood Hazard Area.

The Special Flood Hazard Areas identified by the Federal Emergency Management Agency in a scientific and engineering report “The Flood Insurance Study for Weld County, Colorado and Incorporated Areas,” dated January 20, 2016, with accompanying Flood Insurance Rate Maps

(FIRM)” are hereby adopted by reference and declared to be a part of this Article and any revisions thereto are hereby adopted by reference and declared to be a part of this Article. These Special Flood Hazard Areas identified by the FIS and attendant mapping are the minimum area of applicability of this Article and may be supplemented by studies designated and approved by the Town of Windsor. The Flood Insurance Study, FIRMs DFIRMs, and/or FBFMs are on file at the Town Hall, 301 Walnut Street, Windsor, Colorado 80550.

Introduced, passed on first reading, and ordered published this 9th day of November, 2015.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Introduced, passed on second reading, and ordered published this 23rd day of November, 2015.

TOWN OF WINDSOR, COLORADO

By _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



MEMORANDUM

Date: November 9, 2015
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Dean Moyer, Director of Finance and Information Systems
Re: 2016 Budget Retreat Follow Up
Item #: C.5

Background / Discussion:

We held our budget retreat on Saturday October 10, 2015. During that meeting we discussed a number of items to add or delete from the 2016 budget. We had some items for which we wanted more information.

Financial Impact:

- **Request for funding from school district** – added \$150,000 to the Capital Improvement Fund
- **Development of parcel at 15th & Walnut** – added \$100,000 to the Capital Improvement Fund
- **Seasonal and Part time pay** – Added roughly \$63,000 in wages in the General Fund to attract more seasonal and part time employees.
- **Water Line Replacement** – Cost estimate on replacement of 16" water line at Riverbend was reduced from \$1.2 million to \$798,000.
- **Economic Development Fund** - Changed to add \$200,000 in 2016 and keep carryover from 2015.
- **New Cache Stormwater master plan** - overflow improvement for \$75,000 as described in the attached email from Dennis Wagner.
- **Additional Employees for the development review process** – memo from Scott Ballstadt and Dennis Wagner is attached. These positions were budgeted to begin on March 1 and the cost for 9 months would be \$212,512. This includes salary, benefits and equipment.
- **Associates to Senior Planners** – This is described in the memo as well. Adjusting the pay range and titles of the two Associate Planners. Cost for this is \$18,476.

Recommendation: Approve these changes to the 2016 Budget at the budget hearing on November 23

Attachments:

Email from Dennis Wagner
Memo from Scott Ballstadt and Dennis Wagner

Dean Moyer

From: Dennis Wagner
Sent: Wednesday, November 04, 2015 3:33 PM
To: Dean Moyer
Subject: \$75,000

Dean, below is my suggestion for explanation of the \$75,000 budget item:

Windsor's 2003 Storm Drainage Master Plan prescribes improvements in the Law Drainage Basin, including using Windsor Lake as a key component for flood control in the Law Drainage Basin. The New Cache La Poudre Irrigation Company (NCLPIC) Canal, commonly called the Greeley No. 2 Canal, acts as an inlet and outlet to Windsor Lake, thus in the event of a flood the canal will most likely be flowing at or above capacity and it will be critical to control the amount of water that continues on east in the canal as it leaves the Law Drainage Basin. The method prescribed for controlling the water in the canal is a check structure in the canal near Highway 392 and WCR 21. Coincidentally, there is an existing check structure in the canal that simply needs modification in order to better function under flood conditions.

NCLPIC has estimated it will cost \$75,000 to modify the check structure. Windsor staff recommends a simple payment of \$75,000 to NCLPIC so they can make the modifications to their structure.

Dennis L. Wagner, P.E.

Director
Town of Windsor | Engineering
301 Walnut Street | Windsor, CO 80550
Dir: 970-674-2406 | Off: 970-674-2400 | Fax: 970-686-2456
dwagner@windsorgov.com
www.windsorgov.com

Follow Us www.windsorgov.com/socialmedia



MEMORANDUM

Date: November 9, 2015
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Dennis Wagner, Director of Engineering
Scott Ballstadt, AICP, Director of Planning
Subject: Discussion of staffing needs required for mandatory land use development review timeframes
Item #:

Discussion:

The topic of land use development review timeframes and related staff needs was discussed during the October 10, 2015 Town Board budget work session and again during the October 19, 2015 work session to discuss fixed review timeframes for a specific project as proposed by the developer. Concerns were raised that, given the current workload of reviewing staff and the future land use projects that are anticipated, the Town's review timeframes may not remain competitive with neighboring communities and the Town Board's preferred timeframes. The board also expressed a desire to provide the same level of development review timelines to all applicants which would take a policy modification

The board discussed different options, including the use of private consultants to perform planning and engineering development review functions, however, the institutional knowledge of Town processes, specific project history, and relationships with local developers are just a few factors that make use of outside entities inefficient in most development review applications. Additionally, in the current economic climate, staff is finding that the private sector consultants are also extremely busy and their availability to provide the expected level of service at the current fee structure would be difficult.

Based on these discussions, staff was directed to bring back information outlining the staffing needs that would be necessary to maintain a consistent level of service now and into the immediate future. Of course, if the development economy were to slow down to levels comparable to 2009 – 2011, then modifications in work force would need to be made. But it is reasonable to assume that with anticipated developments initiating and that Windsor will continue for an extended period of time as a community that will be desirable for developers, these staffing needs will be more or less permanent.

For the purpose of these discussions, the typical review timeframe for the initial submittal of a land use application is forty-five (45) days.

Engineering Department

Construction Inspector:

A second Construction Inspector is the most critical staffing need in the Engineering Department at this time. The current inspector position covers water, sewer, storm drainage and streets for all private land development projects to protect the town's interests because that infrastructure will be owned and maintained by the town in the future. He also inspects the town's owned

construction projects. Examples include Law Basin Pre-Disaster Mitigation Project, the Law Basin West Tributary Channel Project, Coyote Ridge Park, Railroad Quiet Zone Project, street asphalt overlays, chip seals and crack sealing, and curb, gutter and sidewalk replacement.

The current work load is difficult to manage and the only back-up for the one inspector are staff engineers which reduces their land development projects review time and design of Capital Improvement projects. The hectic construction schedule, without back-up, is physically demanding and doesn't allow an employee to take personal time as one would normally wish. In 2014, construction inspection was split about evenly between land development and town-sponsored projects but in 2015 land development projects are consuming about 70%.

If a second Construction Inspector is added, the responsibility for reviewing house grading plans and finish-grading certificates would be shifted from an engineer. This would increase efficiency for those functions because the field work that is involved would be done by a Construction Inspector who is in the field most of the time. Additional field duties would include assistance in monitoring, verification and construction of oil/gas related facilities in accordance with the town's CUG and other requirements.

Engineering Technician:

The Engineering Department staff currently includes four licensed civil engineers and a Construction Inspector. The engineers review infrastructure designs related to land development projects, directly design and manage construction of town-sponsored projects and manage private consultants under contract to study or design town-sponsored projects. As stated above, a second Construction Inspector is the most critical need but an experienced Engineering Technician would be valuable additional manpower to review land development projects if large projects materialize as expected.

Planning Department

Planning Technician:

The Planning Technician position is one that touches every single land use application the Town receives. From complex subdivisions and other land use projects to temporary sign permit applications, the Planning Technician reviews each application for completeness and enters them into the system before they are distributed to other staff for review. In addition, the Planning Technician is the first point of contact the Planning Department has with the general public and the development community whether in person, on the phone or electronically. From initial application and interim submittals to the coordination of signatures on approved drawings and recordation, the Planning Technician is involved in every step in the process.

Reviewing land use applications for completeness is generally the Planning Technician's top priority to ensure that applications move into the review process as quickly as possible. This can be especially challenging with interruptions in the form of answering phones, walk-in traffic, etc., so the Planning Department has historically used an internal goal of three (3) business days for review of submittals for completeness and distribution to reviewing staff. However, with the evolution away from paper hard-copy to electronic submittals, the completeness review has been expedited so that submittals are distributed in more of a "real time" manner. This oftentimes forces the Planning Technician to put other duties such as returning phone calls, emails and reviewing sign permits on hold when large multifaceted land use applications are submitted.

The Planning Department does not currently have a formal “back-up” for the Permit Technician, so during vacations or times when the workload is excessive, the Associate Planners are forced into duty to assist the Planning Technician with back-up duties during absences. This makes for inefficient use of Associate Planner time and at times takes them away from the development review process.

As was discussed at the budget work session, the Planning Technician position is currently at capacity. The additional Planning Technician position would provide much needed back-up and better customer service in the form of quicker response times to both the general public and the development community. It would also allow additional time for thorough and accurate review of development applications, as well as free up planner time currently being used to back-up the position.

Associate Planners:

The Associate Planners perform the majority of land use reviews in the Planning Department, and they also serve as “project manager” and staff liaison to the applicants. One of the ideas the board mentioned during the budget work session was the potential to pay overtime for the increased workload that the Town’s in-house planners experience, however, the Associate Planners were changed to salaried employees a few years ago and are no longer eligible for overtime.

The duties of the Associate Planner position have evolved greatly over the past 15 years and involve many more responsibilities and evening meetings than ever before. Where Windsor’s Associate Planners originally attended the occasional night meeting, they now regularly attend twice monthly Town Board and Planning Commission meetings as well as Board of Adjustment, Historic Preservation Commission and occasionally, on an as-needed basis, early morning Downtown Development Authority meetings when planning related issues such as parking, façade improvements, etc. are on the agenda. Additionally, when the Town adopted the neighborhood meeting requirements, it requires the planners to attend at least one neighborhood meeting for every project (including oil and gas conditional use grants) that requires a public hearing.

As the Associate Planner job description in Windsor has evolved over the years, many of the duties that have been added and which they are currently performing fall more in line with a Senior Planner job description as defined by the American Planning Association (APA). For example, according to APA, Senior Planners typically present staff reports and other findings to Planning Commission and Town Board, whereas an Associate Planner would typically only assist with evaluations and recommendations. Similarly, Associate Planners typically “conduct research” but Senior Planners “interpret and make recommendations”, while Windsor’s Associate Planners routinely evaluate and make recommendations on land use development projects.

Windsor’s Associate Planners also serve as the staff liaison to the Board of Adjustment and Historic Preservation Commission overseeing agendas, meeting materials, scheduling and conducting meetings, although APA identifies these tasks as Senior Planner duties. Windsor’s Associate Planners are the primary reviewers and preparers of staff reports regarding land use development applications, as well as Municipal Code and Comprehensive Plan updates, and they work closely with the Town Attorney in the drafting and negotiating of development agreements associated with development review, which are all tasks more closely related to those of a Senior Planner.

All of this relates to the development review process in terms of staff workload and available capacity. Although paying overtime is not a compensation option, the planners have expressed that they have the capacity and willingness to put in additional time necessary to maintain compliance with forty-five (45) day land use review deadlines. The planners typically work 42 – 45 hours during a week with evening meetings. They are familiar with the anticipated workload from their dealings with the development community and they are comfortable with the necessary time commitment. Promotion of the Associate Planners to a senior level planner position would compensate them for both the senior level work that they are currently performing and the anticipated future workload.



MEMORANDUM

Date: November 9, 2015
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk/Assistant to Town Manager
Re: 2014-2106 Strategic Plan Progress Report – 3rd Quarter
Item #: D. Communications

Background / Discussion:

The attached Quarterly Progress Report acknowledges the status of the individual action steps related to each priority. All of the items that are completed or in process have comments regarding their status. The next Progress Report will be provided to the Town Board on January 11, 2016 which will include updates through the 4th quarter of 2015. The Progress Report will be posted on the Strategic Plan page on the Town's website.

The 2014-2016 Strategic Plan was adopted by the Town Board on September 22, 2014. Since that time, staff completed an Action Plan and began marketing, addressing budget prioritization, and tracking accomplishments. The Strategic Plan has been printed and distributed to advisory boards, other government agencies, and is available at Town facilities and other locations that have requested the document.

Feel free to contact me or Kelly Unger with any questions.

Attachments:

2014-2016 Strategic Plan Progress Report

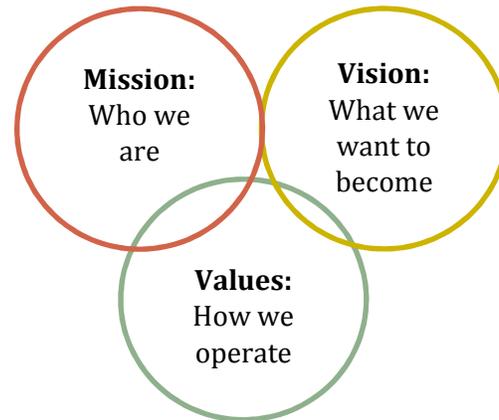


22 TONS SUGAR BEETS PER ACRE.
GROWN BY -RICE AND GREEN- WINDSOR 1911.

TOWN OF WINDSOR STRATEGIC PLAN

2014-2016

MISSION, VISION & VALUES



MISSION STATEMENT

The Town of Windsor strengthens community through the fiscally responsible and equitable delivery of services, support of hometown pride, and encourages resident involvement.

VISION STATEMENT

1. Windsor's hometown feel fosters an energetic community spirit and pride that makes our town a special place in Northern Colorado.
2. Windsor has a strong local economy with diverse business sectors that provide jobs and services for residents.
3. Windsor promotes quality development.
4. Windsor enjoys a friendly community with a vibrant downtown, housing opportunities, choices for leisure, cultural activities, recreation and mobility for all.
5. Windsor is a good environmental steward.

VALUES

Producing Results – Responsibility - Integrity - Dedication - Exceptional Service

2014-2016 Strategic Plan Progress Report

Progress Codes	<div style="display: flex; flex-direction: column; gap: 10px;"> <div style="display: flex; align-items: center;"> <div style="width: 15px; height: 15px; background-color: #4a69bd; margin-right: 5px;"></div> Completed </div> <div style="display: flex; align-items: center;"> <div style="width: 15px; height: 15px; background-color: #6aa84f; margin-right: 5px;"></div> On Schedule </div> <div style="display: flex; align-items: center;"> <div style="width: 15px; height: 15px; background-color: #f1c232; margin-right: 5px;"></div> Behind Schedule </div> <div style="display: flex; align-items: center;"> <div style="width: 15px; height: 15px; background-color: #e377c2; margin-right: 5px;"></div> Not Started </div> </div>
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Goal 1: Build Community Spirit and Pride					
Priority	Plan of Action	Staff Assigned	Estimated Completion	Progress	Outcomes/Notes
A. <i>Promote safety and security</i>	i. Update and train all personnel on the Emergency Operations Plan	TW JM	Completed		Completed. Updated Emergency ops plan finalized and given to department heads.
	ii. Promote rail safety efforts	KA KU	3/2016		Bids to be read on July 14, 2015. Construction is expected to begin at the end of August.
	iii. Establish best practices and efficiencies for police services	JM	12/2015		Records management and evidence room bar coding has been completed.
	iv. Establish crosswalk safety standards	DW	9/2015		Initial TB work session was held on 9/22/14.
B. <i>Provide opportunities for residents to be involved and informed in Town governance and in community service</i>	i. Strengthen communications efforts	KU	Ongoing		New communications positions/structure in place. Updated press release template for easy to read format and added example for staff. Increased communications on social media during snow/flood events. Added Nextdoor.com a communication tool to reach neighborhood groups.

Priority	Plan of Action	Staff Assigned	Estimated Completion	Progress	Outcomes/Notes
C. <i>Encourage healthy, family-friendly neighborhoods for all ages</i>	i. Update the Comprehensive Plan	Planning	12/2015		Advisory Committee meeting #3 and review of draft Comp Plan scheduled for 11/4/15.
	ii. Engage neighborhood participation through Town supported activities	KU	5/2016		Discussion with staff on ways to implement will begin 8/15.
D. <i>Promote a "One Windsor-One Community" Philosophy</i>	i. Develop a new resident orientation program	KU	5/2016		Staff will begin working on an orientation packet and welcome to Windsor dedicated webpage.
	ii. Promote Windsor's unique attributes	EL SJ KU	10/2015		125 th marketing and promo; marketing special events; E.D. hosted Broker event.
E. <i>Lead through stewardship of natural resources</i>	i. Establish 2016 Water Conservation Plan	PG TW DW	6/2016		Received grant for the Plan from CWCB. Work is in process.
	ii. Identify opportunities for disposal of household items	TW	Completed		Recycle site has added a compactor for co-mingled recyclables
	iii. Explore natural area preservation opportunities	EL	12/2015		CE certification submitted; FSWA MOU and grant; OS Mgmt Plan part of Legacy Plan Scope.
	iv. Implement LED street light conversion	KA KU	8/2015		Poudre Valley REA ordered the LED Street Lights. They were installed July 2015.
F. <i>Improve appearance and aesthetics of main corridors</i>	i. Develop public right-of-way standards for main corridors	Planning	9/2015		Houseal Lavigne preparing language for inclusion in Comprehensive Plan.
G. <i>Support Windsor's youth</i>	i. Develop Windsor's business and school partnership	KA KU	6/2016		Discussions taking place with new superintendent.

H. <i>Encourage historic preservation</i>	i. Implement Historic Preservation Commission Work Plan	Planning	12/2015		85% complete as of 10/2015.
	i. Promote Lake View Cemetery	EL	12/2015		Develop historic program and feature article; enhance website; Signage concept in process CIP projects.

Goal 2: Promote Windsor as a Destination					
Priority	Plan of Action	Staff Assigned	Estimated Completion	Progress	Outcomes/Notes
A. <i>Provide diverse and healthy choices in leisure culture, and recreation</i>	i. Encourage community supported events	EL	3/15		Revised show stage guidelines; adding town sponsored events to Link and social media.
	ii. Celebrate Windsor's 125 th Anniversary	KU	12/15		Events held throughout the year.
	iii. Support CRC Expansion	EL	6/16		Design Development starts 3/1/15; CM/GC selected 3/5/15; groundbreaking 7/23/15. Good progress as of Oct 15. On Schedule on Budget
	iv. Implement Museum Landscape Plan	EL	12/15		2016 – Phase II Design Build underway; 2017 – Phase III.
	v. Update Parks, Recreation, and Culture Master Plan	EL	03/16		Contracted with GreenPlay LLC for Legacy Plan. Staff meetings in progress
B. <i>Promote creative and artistic outlets</i>	i. Promote Art in Public Places Plan	EL	6/16		Placement of 1-2 public art pieces; coordinating w/ WSHS for Boardwalk Park.
	i. Seek cultural district designation	EL	6/16		

Goal 3: Diversify, Grow, and Strengthen the Local Economy

Priority	Plan of Action	Staff Assigned	Estimated Completion	Progress	Outcomes/Notes
A. <i>Foster business attraction tools and promote the business retention and expansion program</i>	i. Utilize incentives guidelines program	SJ	Ongoing		Provided incentives to several companies so far in 2015.
	ii. Research and identify new financial assistance programs	SJ	Ongoing		Continue to always research opportunities. New programs with Colorado Lending Source, Upstate Colorado. Working with Larimer County to create Economic Development Strategic Plan to qualify for more Federal assistance/grants etc.
B. <i>Strengthen retail strategies for all commercial corridors</i>	i. Create a shop local program	SJ	6/16		May be restricted without staff and money. Research performed by intern for viable programs throughout the U.S.
	ii. Support new businesses	SJ	Ongoing		List all new businesses on our business directory on our website. Always try to network and refer resources.
	iii. Develop a business-to-business program	SJ	6/16		Always refer our licensed businesses. Also part of Manufacturing Sector Partnership. Helped with inaugural NOCOM manufacturing event at the Ranch.

C. <i>Advance employment opportunities</i>	i. Promote primary employment	SJ	Ongoing		Acquired several more employers this year already. Always working to secure primary employers in several business parks throughout town.
	ii. Network/connect with brokers and site selectors	SJ	Ongoing		Ongoing – Also Held 2015 Broker event 6.11.15, total attendance 80 people.
D. <i>Support the Downtown Development Authority</i>	i. Support implementation of the DDA Work Plan	PG KU	Ongoing		DDA working on potential developments – met with DCI & Library 6/2015.

Goal 4: Develop and Maintain Effective Infrastructure					
Priority	Plan of Action	Staff Assigned	Estimated Completion	Progress	Outcomes/Notes
A. <i>Identify and address barriers to traffic flow</i>	i. Actively engage with North Front Range Metropolitan Planning Organization	DW	Ongoing		Attending NFRMPO Technical Advisory Committee mtg/ and Council meetings.
	ii. Prioritize projects in 5 year Capital Improvement Plan	DW	Completed		Staff completed work on CIP.
	iii. Determine feasibility to reduce river flooding impacts on arterial roads	DW	11/15		Eaton Ditch control gate was completed on May 1, 2015 to reduce 7 th St. flooding. CR 13 being looked at.
B. <i>Support multiple forms of alternative transportation</i>	i. Develop Transportation Plan to include Trails Master Plan	DW, MC	12/15		Trails Master Plan updated; Houseal Lavigne preparing language for Comprehensive Plan.
C. <i>Make street maintenance a priority</i>	i. Establish methods to fund a target Pavement Condition Index standard	DW	Completed		CIP funding is set at 70% of Pavement Index Standard.
D. <i>Pursue water independence</i>	ii. Participate in Northern Integrated Supply Project (NISP)	DW	Ongoing		Windsor continues to participate financially.
	iii. Finalize direction for the Regional Water Transmission & Treatment effort	DW	11/15		Continuing meetings with entities interested in a northern treatment plant. Consultant completed additional study of Soldier Canyon treatment plant capacity.



Great Western Trail Authority

231 W. 4th Avenue
Severance, CO 80546
gwtrail.com

TO: Town Board members of Windsor, Severance, and Eaton

FROM: The Great Western Trail Authority

DATE: October 1, 2015

RE: GWTA Stakeholder Report

The Great Western Trail Authority (GWTA) board presents this report on our activities in 2015 to IGA members Windsor, Severance and Eaton. We have also included our draft budget for 2016, and our annual request for your town's direct funding support.

2015 Highlights

- In December of 2014, the Great Western Trail Authority was awarded a \$550,000 CDOT Transportation Alternatives Program (TAP) grant to be used toward the completion of seven miles of trail from Severance to Eaton. This grant will be allocated over 3 years with completion scheduled for 2018.
- The GWTA also applied for a \$200,000 Colorado State Trails grant for the same project. While this grant was not awarded in 2015, we are resubmitting for 2016. We are aware of the weaknesses in the previous application and have taken steps to remedy them.
- The 3 miles of trail that were completed between Windsor and Severance in 2014 are seeing increased usage. We have received many favorable reports from bicyclists, runners, and walkers. Since the Severance Middle School is adjacent to the trail, students are finding it a good alternative route to school. The GWTA hosted a Bike-to-School Day in May where 75 SMS students and teachers walked or rode their bikes on the trail. The developer of the subdivision next to the school constructed a "spur" from the trail to the school grounds.
- In June, the GWTA hosted an informational meeting where 75 adjacent property owners along the trail right-of-way between Severance and Eaton were invited to hear about our plans.

- Construction was started on the Village East subdivision to the west of the trail between the #2 Ditch and CR 21. The developer has agreed to put a concrete surface on roughly a quarter mile of the trail adjacent to the subdivision.
- In August, Fun Run was held during Severance Days on the trail between Severance and Windsor with 63 participants.

2016 Goals

- The GWTA has applied for a GOCO-Funded Youth Corp Crew grant whereby youth and young adults are employed to work on public and protected lands. If the application is improved, these crews would work on clearing and grubbing the right-of-way between Severance and Eaton. Eaton is serving as our local government sponsor for this grant.
- Complete the surveying, design, and engineering of the right-of-way between Severance and Eaton in preparation for the start of construction in 2018.

2016 Budget Notes

While conducting a recent financial audit, we discovered that our 3 IGA towns did not make their \$7500 contribution in 2014. We know that each town had included this expense in their 2014 budgets. Our treasurer was under the impression that the money would simply be forwarded by the towns without an invoice. Since this was not the case, we are requesting the towns contribute \$15,000 each in 2016 to make up for the missed year. It is our intention to seek the services of an accountant this year to make sure there are no more oversights of this kind in the future.

Please see the 2016 GWTA Budget spreadsheet for additional notes on sources and uses of funds.

If you would like a member of the GWTA board to attend one of your budget workshops this year to answer questions, please let us know.

Thank you for your continued support and hopefully we will see the completion of the Great Western Trail in the next 3 years.

Respectfully,

Great Western Trail Authority Board
info@gwtrail.com

Great Western Trail - 2016 Budget

Capital Reserves (Balance Forward)	42,681.05	38,473.10	81,470.52	38,473.10
Revenue	2014 Actual	2015 Budget	2015 YTD	2016 Budget
Town of Windsor*		7,500.00	7,500.00	15,000.00
Town of Severance*		7,500.00	7,500.00	15,000.00
Town of Eaton*		7,500.00	7,500.00	15,000.00
Interest	13.62		6.21	
Grants				
Government Grants (Restricted)	86,675.60		74,949.40	50,000.00
Corporate & Private gifts				
Total Revenue	86,689.22	22,500.00	97,455.61	95,000.00
Expenses				
New Trail Blazing		1,500.00	0.00	1,500.00
Trail Construction Expense-Grant funds	25,050.18	1,500.00	136,574.40	0.00
Trail Construction Expense-Local cash	16,299.68			
Seeding & grass establishment		2,000.00	0.00	500.00
Mowing and Trimming	457.50	5,000.00	400.00	2,000.00
Weed Management	2,602.00	525.00	770.00	9,000.00
Pest Management	420.00	3,000.00	0.00	0.00
Grading		500.00	0.00	0.00
Drainage & erosion control		500.00	0.00	0.00
Trash Removal		0.00	199.00	100.00

Tree and Shrub Maintenance		0.00	0.00	0.00
Sign Installation and Replacement		750.00	288.48	500.00
Fence Installation and Maintenance		1,000.00	0.00	0.00
Crusher Fine Maintenance		1,000.00	0.00	500.00
Concrete Repair and Replacement		0.00	0.00	0.00
Bridge Maintenance		500.00	0.00	0.00
Surveyors		0.00	0.00	15,000.00
Engineering		0.00	0.00	35,000.00
Legal	100.00	0.00	0.00	500.00
Insurance (CIRSA)	1,994.00	2,000.00	1,800.75	2,000.00
Accounting	0.00	0.00	0.00	1,000.00
Public Relations/Promotions	132.44	2,500.00	48.08	500.00
Dues & Subscriptions		1,000.00	100.00	100.00
Postage/Printing/Computer/Internet	843.95	500.00	178.64	400.00
Public Meetings		200.00	93.68	200.00
O & M Expense Subtotal	47,899.75	23,975.00	140,453.03	68,800.00
Net Operating Cash Flow	38,789.47	-1,475.00	-42,997.42	26,200.00
Capital Outlay**				10,000.00
To Capital Reserves (Carryover)	81,470.52	36,998.10	38,473.10	54,673.10
*Bookeeping adjustment-towns were not billed for their 2014 GWTA contribution				
**2016-Tractor & Mower Purchase				

115 common council - I-25 - from meeting w/ Larimer
 County Commissioners
 on 10/22/15

I-25 is the largest unfunded infrastructure need in Northern Colorado. It affects all jurisdictions in commute times, safety issues, economic development, delivery of goods and services and emergency response.

CDOT is applying for a grant to replace 3 bridges (Poudre, Big Thompson, Little Thompson) on I-25 in Larimer County and repair one (Saint Vrain) in Weld County. If the grant is awarded, a match of about \$18 million will be required. Larimer County is proposing a short term extraction from the General Fund, routed through Road & Bridge, to raise about 1/3 of the matching funds over the next 5 years.

This proposal will not affect what municipalities currently receive including the increase based on valuation. The current Road & Bridge mill levy is .572 we are proposing an increase of .4132 to generate an extra \$2,000,000 per year. Based on the distribution formula, all the municipalities combined will generate \$761,645 per year. Larimer County will put in a proportional share based on valuation to fund I-25. The remaining County funds would go to a county project that would have benefits to residents in all of Larimer County. The proposed project is the expansion of CR 19 (Taft Hill) to 4 lanes between Horsetooth & Harmony that carries a current volume of 22,000 (2013) and serves a large portion of the residents.

ALL ENTITIES - PROPORTIONATE TO VALUATION

Entity	Valuation	Percent of Total	Additional Temporary Mill Levy	\$ Increase	I-25	Larimer County Project
Berthoud	\$ 64,747,424	1.8%	0.4228	\$ 13,688		
Estes Park	\$ 188,068,870	5.2%	0.4228	\$ 39,758		
Ft Collins	\$ 2,102,719,876	58.4%	0.4228	\$ 444,515		
Loveland	\$ 988,467,779	27.4%	0.4228	\$ 208,962		
Timnath	\$ 45,297,578	1.3%	0.4228	\$ 9,576		
Wellington	\$ 55,285,729	1.5%	0.4228	\$ 11,687		
Windsor	\$ 104,297,125	2.9%	0.4228	\$ 22,048		
Johnstown	\$ 53,975,316	1.5%	0.4228	\$ 11,410		
Municipalities	\$ 3,602,859,697	100.0%	0.4228	\$ 761,645		
Municipalities *	\$ 3,602,859,697	76.1%	0.4228	\$ 761,645	\$761,645	
Unincorp. **	\$ 1,129,043,675	23.9%	0.4228	\$ 1,239,004	\$295,629	\$943,375
Larimer	\$ 4,731,903,372	100.0%	0.4228	\$ 2,000,649	\$1,057,274	\$943,375
5 Year Total					\$5,286,370	\$4,716,874
* Municipal share back is based on 50% of mill levy revenue						
** County share of mill levy revenue is 100% of collections from unincorporated and 50% of municipal property						

- Follows elected official direction to supply local dollars for I-25
- Raises \$5,286,370 over the five years for I-25
- No impact to local agency budgets (except County)
- Does not affect current funding levels
- County project will benefit many residents & address a current need – widening CR 19 (Taft Hill)

NORTHERN COLORADO



ECONOMIC DEVELOPMENT CORPORATION

October 20, 2015

Kelly Arnold
Town of Windsor
301 Walnut Street
Windsor, CO 80550

Dear Kelly,

On Monday, October 12, 2016, the NCEDC Board of Directors approved the execution of a Memorandum of Understanding (MOU) with the Northern Colorado Economic Alliance (NCEA). The primary purpose of the MOU is to set the stage for a merger of the two organizations to support the ongoing need for long-term economic development efforts on behalf of the entire region.

As an Investor in NCEDC, I wanted you to hear about this prior to the joint announcement that will be made on Thursday of this week, or reading about the merger in the local print media.

As you may recall, NCEDC was originally formed in 2004 as the result of a merger between separate economic development organizations in Fort Collins and Loveland. At that time, those two organizations determined it was better to unite and pursue economic development on a county-wide basis, than compete separately.

As a part of that evolution, the NCEDC Board decided it was in the best interests of both Investors and the Community that we merge with NCEA and support a broader, regional effort to support the long-term economic vibrancy of the place where we all live, work and play.

The NCEDC Board and I strongly encourage all investors to continue their important contributions to efforts which enable a durable Northern Colorado economy by investing in the NCEA. The NCEA has been created to meet two key objectives, both in close collaboration with partners across the region:

*The first is to encourage primary employers across the globe to bring new primary jobs to the region. These jobs provide opportunities to replace lost jobs, employ new job-seekers and diversify the economy. NCEA will do so through an unprecedented professional branding and marketing campaign and a professional sales and marketing staff. DCI, the global "place marketing" firm which handles the branding and marketing for the Metro Denver EDC, is currently under contract to begin that work.

*The second is to prepare for long term success by effectively advocating for globally competitive regional economic infrastructure which enables primary employers to successfully compete over the long term.

Thank you for your previous support of NCEDC. Many local companies that are considered household names were first attracted to this region through the outreach and nurturing by NCEDC. It is most important that these efforts continue and be successful in the future.

Kind regards,

A handwritten signature in dark ink, appearing to read 'Paul'.

Paul F. Mueller
Chairman, Board of Directors



TB Communications

1899 Wynkoop St. Suite 550
Denver, CO 80202

October 23, 2015

VIA FACSIMILE

Kelly Arnold
Town Manager
Town of Windsor
301 Walnut St.
Windsor, CO 80550
Fax No. 970-686-7180

RE: Channel Lineup Changes

Dear Kelly,

As part of our on-going commitment to keep you informed about changes to Comcast's video services in your community, I am sending you this notice containing several upcoming changes to the channel lineup in your area.

Effective December 17, 2015:

- RLTV (Ch. 205) will be dropped from the channel lineup.
- Pop (Ch. 104) and Pop HD (782) will be moved from the Basic Cable package to the Digital Preferred package

Effective on or around January 14, 2016:

- Spike (Ch. 56) and Spike HD (Ch. 756) will move from the Digital Starter Package to the Digital Preferred Package.
- CMT (Ch.63) and CMT HD (Ch. 763) will move from the Digital Starter Package to the Sports and Entertainment Tier.

Customers are notified of all of these changes in their monthly billing statements.

Should you have any questions regarding this information, please feel free to contact me at 303-603-2012.

Sincerely,

A handwritten signature in cursive script that reads "Glenn Walker".

Glenn Walker
Government Affairs Manager