



TOWN BOARD REGULAR MEETING
March 28, 2016 - 7:00 P.M.
Town Board Chambers
301 Walnut Street, Windsor, CO 80550

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

AGENDA

A. CALL TO ORDER

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

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

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

B. CONSENT CALENDAR

1. Minutes of the March 14, 2016 Regular Town Board Meeting – K. Eucker

C. BOARD ACTION

1. Ordinance No. 2016-1519 - An Ordinance Approving the Re-zoning of Tract A, Hilltop Estates Subdivision – Dr. Ahmed M. Sherif and Rabla A. Haderi, applicants/ Thomas Canzona and William Garcia, applicant's representatives
Super-majority vote required for adoption on second reading

- Second Reading
 - Legislative action
 - Staff Presentation: Josh Olhava, Senior Planner
2. Resolution No. 2016-17 – A Resolution Approving a Purchase and Sale Agreement Between the Town of Windsor and Carestream Health, Inc., for the Acquisition of Certain Assets in the Davis and Law Water System
 - Legislative action
 - Staff presentation: Ian D. McCargar, Town Attorney
 3. Resolution No. 2016-18 – A Resolution of the Town of Windsor Regarding Adoption of a Water Conservation Plan
 - Legislative action
 - Staff presentation: Patti Garcia, Town Clerk/Assistant to the Town Manager
 4. Resolution No. 2016–19 – A Resolution Approving an Agreement and Permit for Temporary Access through Church Parking Lot between the Town of Windsor and The Archdiocese of Denver to Enable Construction of Improvements to the Intersection of Seventh Street and Eastman Park Drive-D. Wagner
 - Legislative action
 - Staff presentation: Dennis Wagner, Director of Engineering
 5. Resolution No. 2016-20 – A Resolution Approving and Accepting a Deed of Dedication for Right of Way and Easement Rights from Trollco, Inc. for Public Use as a Perpetual Right of Way for Street, Transportation and Utility Purposes Concerning the Southeast Corner of 7th Street and Eastman Park Drive
 - Legislative action
 - Staff presentation: Dennis Wagner, Director of Engineering
 6. CDOT presentation regarding I-25 improvements
 - Staff presentation: Kelly Arnold, Town Manager
 7. Community Development Report
 - Staff presentation: Scott Ballstadt, Director of Planning
 8. Monthly Financial Report
 - Staff presentation: Kelly Arnold, Town Manager

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. EXECUTIVE SESSION

An executive session pursuant to Colorado Revised Statutes § 24-6-402 (4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect to development restrictions on real property (K. Arnold and I. McCargar)

F. ADJOURN



TOWN BOARD REGULAR MEETING
March 14, 2016 - 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 7:02 p.m.

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

Also Present:	Town Manager	Kelly Arnold
	Town Attorney	Ian McCargar
	Town Clerk/Assistant to Town Manager	Patti Garcia
	Communications/Assistant to Town Manager	Kelly Unger
	Chief of Police	John Michaels
	Director of Engineering	Dennis Wagner
	Director of Planning	Scott Ballstadt
	Director of Parks, Recreation and Culture	Eric Lucas
	Deputy Town Clerk	Krystal Eucker

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
Town Board Member Melendez motioned to approve the agenda as presented. Town Board Member Morgan seconded the motion. Roll call on the vote resulted as follows: Yeas –Morgan, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays- None; Motion passed.
4. Board Liaison Reports
 - Mayor Pro Tem Baker – Water & Sewer Board; North Front Range/MPO alternate Mayor Pro Tem Baker- Absent
 - Town Board Member Morgan – Parks, Recreation & Culture; Great Western Trail Authority
Town Board Member Morgan reported the Parks and Recreation Board had some public comments regarding the disc golf course located near Eastman Park and the maintenance there. Staff agreed to see if there are any issues regarding maintenance at the park. Fishing guidelines for Eastman Park were also updated to make them more conducive for

kids fishing there with adults. A presentation was made to the Board on the Band Shell project and the proposed fee structure for the Community Recreation Center. Another presentation was made on a piece of software called Echolink which tracks usage for individuals walking, biking, the weather that could give staff a better idea of peak times for when the parks are being utilized.

Mr. Morgan also reported the Great Western Trail Authority met with an individual from Weld County regarding weeds. The Board was informed on the weeds along the trail and what could be done to mitigate those weeds. Some Board members also brought forward the idea of individuals completing useful public service hours as a way to get individuals out working on the trail.

- Town Board Member Melendez – Downtown Development Authority; Chamber of Commerce

Town Board Member Melendez reported the Downtown Development Authority meets on March 16, 2016.

Ms. Melendez reported she was unable to attend the Chamber of Commerce meeting but they did appoint new officers.

- Town Board Member Rose – Clearview Library Board

Town Board Member Rose reported the Library Board is continuing discussions on expanding the library.

- Town Board Member Bishop-Cotner – Historic Preservation Commission; Planning Commission

Town Board Member Bishop-Cotner had no report.

- Town Board Member Adams – Tree Board; Poudre River Trail Corridor Board

Town Board Member Adams reported the Tree Board met and the poster contest winners were decided. Arbor Day events will be at Mountain View Elementary School on April 14, 2016 and Tozer Elementary on April 15, 2016. The Arbor Day 5K run/walk will be held on April 17, 2016 at Boardwalk Park.

Mr. Adams reported the Poudre River Trail Corridor Board will be completing repairs on two areas; one being east of the bridge on Highway 257. An amount of \$30,000 has been approved for those repairs.

- Mayor Vazquez – Windsor Housing Authority; North Front Range/MPO
Mayor Vazquez had no report.

5. Public Invited to be Heard

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

B. CONSENT CALENDAR

1. Minutes of the February 22, 2016 Regular Town Board Meeting – K. Eucker
2. Consideration of Great Western Trail Authority Bylaw Amendments – P. Garcia
3. Advisory Board Appointments – P. Garcia
4. Report of Bills for February 2016 – D. Moyer
5. Resolution No. 2016-13 - A Resolution of the Windsor Town Board Approving the Accessioning of Items to the Town of Windsor Museum Collection – E. Lucas

6. Resolution No. 2016 -14 - A Resolution Approving and Accepting a Dedication of Right of Way for Roadway and Related Public Transportation Purposes at the Northeast Corner of Weld County Road 13 and Crossroads Boulevard, in the Town of Windsor, Colorado – D. Wagner
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 – Morgan, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays- None; Motion passed.

C. BOARD ACTION

1. Site Plan Presentation – Water Valley South Subdivision 23rd Filing, Lots 1 & 2 – Water Valley Vaults (self-storage project updates) – Justin Donahoo, Trollco Inc., applicant/ Brent Cooper, Ripley Design, Inc., applicant’s representative
 - Staff presentation: Josh Olhava, Senior Planner

Per Mr. Olhava, the applicant, Mr. Justin Donahoo, Trollco Inc., represented by Mr. Brent Cooper, Ripley Design, Inc., is proposing an amendment to a previously approved site plan for the Water Valley Vaults located in Water Valley South. The original site plan was approved in 2008 and 2009. The site plan encompasses approximately 11.7 acres and is zoned Limited Industrial (IL).

Site characteristics include:

- 4 total phases of development;
- 8 total self-storage type buildings ranging from 960 square feet to 2,560 square feet;
- 121 storage based units;
- a caretakers quarters (utilizing the existing home site);
- 42 total parking spaces;
- approximately 33 percent of the site to be landscaped; and
- an RV Dump station.

Building and structural details include:

- prefinished metal siding;
- split-faced CMU walls and supports;
- vertical stone veneer accents;
- prefinished metal doors; and
- metal trim.

The site plan presentation is intended for the Town Board’s information. Should the Town Board have any comments or concerns pertaining to this project, please refer such comments to staff during the presentation so that they may be addressed during staff’s review of the project. The site plan will be reviewed and approved administratively by staff; however, if the review process reveals issues that cannot be resolved between the applicant and staff, the site plan will be brought back to the Planning Commission and Town Board for review. The applicant is also concurrently completing a minor subdivision to adjust some of the building envelopes that were previously platted.

Mr. Vazquez inquired about the RV dump station.

Mr. Olhava stated an RV dump station is where an RV can dump waste into an outlet.

Mr. Vazquez inquired if the RV dump is a vault.

Mr. Olhava stated he does not have the details on the dump station but the Town's engineering staff has reviewed the plans.

Mr. Vazquez inquired if the units will be independently owned.

Mr. Olhava stated the units will be individually owned.

Ms. Melendez inquired if the units will be big enough to house an RV.

Mr. Olhava stated the units will be able to house an RV as some of the units go up to 2,500 square feet. There is also an option of installing a mezzanine.

Mr. Vazquez inquired if the units will actually be storage units or will they be the man cave concept where uses were not restricted to solely storage.

Mr. Olhava stated the project presented is the man cave project. The name and the layout have changed.

Mr. Vazquez inquired if the units could be made habitable.

Mr. Olhava stated they cannot. The applicant has stated that restriction will also be in their HOA conveyance.

Mr. Vazquez inquired about running commercial businesses.

Mr. Olhava stated a business would need to meet code requirements and the buildings would need to meet the building and fire code requirements. All businesses purposed for the units will go through the business licensing process through the Town which will include a zoning review by the Planning Department. Customer traffic will also not be allowed at the site.

Mr. Vazquez inquired if an individual that restores vehicles could work out of one of these units.

Mr. Olhava stated they would if the business meets all code regulations.

Mr. Adams inquired how e a limited amount of customers for an individual like a mechanic.

Mr. Olhava stated those details could pose a challenge on being regulated. The intent is to restrict customers on the site. If complaints are received, those complaints would be followed up on.

Mr. Ballstadt stated the units are not intended to be habitable nor for commercial uses that will bring commercial traffic to the site.

Mr. Adams inquired as to how far the oil wells are from this site.

Mr. Olhava stated the oil and gas wells are a good distance away from the site.

Mr. Morgan inquired if the units are considered wet units with electricity.

Mr. Olhava stated the units will have electricity and water and sewer extends into the building. It is not known at this time if the water and sewer run to each individual unit.

Mr. Morgan inquired if that will be set up as a 100 year lease or would they actually own the units.

Mr. Olhava stated the units fall under condominiums so the units will be purchased as real estate.

Ms. Melendez inquired about the buildings in the presentation being numbers but are represented by letters from Ripley Design.

Mr. Olhava stated originally they were platted with letters.

Mr. Vazquez inquired if there will be a second access of New Liberty Road.

Mr. Olhava stated there is an emergency access off Crossroads Boulevard.

Mr. Adams inquired if the landscaping will be enough at 30%.

Mr. Olhava stated the applicant is proposing a berm with landscaping on top of the berm so there is a type of landscaped wall.

Mr. Vazquez inquired as to the minimum landscape requirement for limited industrial zoning.

Mr. Olhava believes it is 20%.

Mr. Vazquez inquired as to why there is a City of Greeley stamp on the drawings.

Mr. Olhava stated there is a water line on the western property boundary.

Ms. Melendez inquired if there is a business model known like this anywhere else.

Mr. Olhava stated that is unknown.

2. Public Hearing – Ordinance No. 2016-1519 – An Ordinance Approving the Re-zoning of Tract A, Hilltop Estates Subdivision – Dr. Ahmed M. Sherif and Rabla A. Haderi, applicants/ Thomas Canzona and William Garcia, applicant’s representatives

- Staff presentation: Josh Olhava, Senior Planner

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

Per Mr. Olhava the applicants, Dr. Ahmed M. Sherif and Rabla A. Haderi, represented by Mr. Thomas Canzona and Mr. William Garcia, are requesting to rezone approximately 9.6 acres from Single Family Residential (SF-1) to Low Density Estate Residential (E-1) zoning. Staff is concurrently reviewing a minor subdivision to split the lot into two estate lots.

Lot 1 is proposed to include the existing neighborhood detention pond; currently staff is working with the applicants on the management and maintenance of that detention pond. Lot 2 is outside the oil and gas buffer area. The applicants received approval for the use of a septic system for Tract A, subject to the property being rezoned to E-1. Sewer is not accessible and septic systems are used throughout Hilltop Estates; so the proposed lots will be compatible with the existing neighborhood and neighbors use of septic systems.

Mr. Vazquez inquired if the septic option has gone through the water board.
Mr. Olhava stated it has and Dennis Wagner has signed off on it.

Mr. Olhava stated the applicant did hold a neighborhood meeting on Tuesday January 5, 2016 at the Community Recreation Center. Some neighbors had concerns about overall drainage and detention in the area which were directed to engineering staff.

Mr. Vazquez inquired as to why this application requires a rezone for an E-1 zoning when it is currently SF-1 zoning.

Mr. Olhava stated in terms of density, the applicant can do the larger estate lots but the issue is the septic which is not allowed for SF-1. The applicant has also inquired about equestrian uses.

Mr. Ballstadt stated the SF-1 zoning does not allow for either the use of septic or any livestock so the only zoning districts they are able to propose the septic system and/or livestock would be in the E-1 district. The rezoning process is the correct process because the variance request would require the applicant to provide hardship.

Mr. Morgan inquired if the existing farmhouse is part of the application.

Mr. Olhava stated there is a farmhouse that is accessible by an access road.

The applicant's representative Mr. William Garcia stated this property was originally planned for a Church relocation site. The current use will decrease the density use. To improve the drainage and clarity of who is in charge of the drainage, the applicant has worked with the engineering and planning staff of the Town to ensure that easement will be placed on the plat. The Grantee is intended to be Poudre Tech Metro District.

Mr. Rose inquired if the deed is restricting the property to only church uses.

Mr. Garcia stated deed restrictions have not been brought forward. Mr. Garcia stated the property will be used for personal use.

Mr. Rose inquired if the property could be used as a commercial site under the E-1 zoning.

Mr. Garcia stated they could but that is not the applicant's intention. Lot 1 is intended for the private residence of Dr. Sherif and his family with a home at approximately 10,000 square feet. The house on lot 2 is still in the planning stages.

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 –Morgan, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays- None; Motion passed.

3. Ordinance No. 2016-1519 - An Ordinance Approving the Re-zoning of Tract A, Hilltop Estates Subdivision – Dr. Ahmed M. Sherif and Rabla A. Haderi, applicants/ Thomas Canzona and William Garcia, applicant's representatives

- First Reading
- Legislative action
- Staff Presentation: Josh Olhava, Senior Planner

Town Board Member Adams motioned to approve Ordinance No. 2016-1519 - An Ordinance Approving the Re-zoning of Tract A, Hilltop Estates Subdivision; Town Board Member Morgan seconded the motion.

Mr. Olhava had nothing further to add.

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

4. Resolution No. 2016-15 - A Resolution Approving an Agreement for Certain Economic Inducements and Development Incentives Between the Town of Windsor, Colorado, and CenterPointe Development Group (CDG), with Respect to the Development of Property for Commercial Purposes Within Windsor
 - Legislative action
 - Staff presentation: Stacy Johnson, Director of Economic Development

Town Board Member Rose motioned to approve Resolution No. 2016-15; Town Board Member Bishop-Cotner seconded the motion.

Per Ms. Johnson in December of 2015 the Economic Development staff was contacted by Clint Jameson a managing partner for Center Pointe Development Group (CDG) to discuss placing a Starbucks Café & drive thru at 1570 Main street. This is a new retail construction facility of 2,200 square feet. The construction cost is approximately \$1.6 million. Mr. Jameson is requesting some assistance with the development fees to be able to build a building for Starbucks Café in Windsor which includes waiving the Administrative Fee, Drainage Fee and the Windsor Use Tax and reimbursing the Water Plant Investment Fee and the Sewer Plant Investment Fee upon issuance of a Certificate of Occupancy. The total amount of fees waived or reimbursed is \$61,134.04.

Ms. Melendez inquired if this is approved how soon the process will get started.

Ms. Johnson stated a site plan should be presented within the next 30-60 days. The latest they would like to be open would be April of 2017.

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

5. Resolution No. 2016-16 - A Resolution Supporting the Town of Windsor's Efforts at Seeking a Grant from the Colorado Department of Local Affairs Energy and Mineral Impact Assistance Funds for the Purpose of Constructing a Water Line
 - Legislative action
 - Staff presentation: Kelly Unger, Communications Manager/Assistant to the Town Manager

Town Board Member Melendez motioned to approve Resolution No. 2016-16; Town Board Member Bishop-Cotner seconded the motion.

Per Ms. Unger, Town staff is seeking support to apply for grant funding from the Department of Local Affairs to replace a water line. This pipe is about 35 years old and has had five record breaks since 2003. The water line serves about 550 homes. The grant funding would assist Windsor offset the costs needed for replacement of the line. The application is due to the Department of Local Affairs by April 1, 2016.

Mr. Vazquez inquired if this is in a street or if it is in open space.

Mr. Arnold stated it is in open space. The full funding amount has been budgeted for the project.

Mr. Vazquez inquired if this would interfere with the public works grant.

Mr. Arnold stated it would not. It would come out of the same fund but a different process being an administrative grant approval.

Mr. Vazquez inquired what the budget is for this project.

Ms. Unger stated the project costs are approximately \$800,000.

Mr. Vazquez inquired how much will be requested in the grant.

Ms. Unger stated \$200,000 is being requested.

Mr. Melendez inquired as to what is being done to ensure the new pipe will last longer.

Ms. Unger stated it is newer technology which will be a PVC pipe as opposed to the iron pipe currently in the ground. The Town's engineering staff have recommended the PVC pipe installation.

Mr. Arnold stated the ground is referred to as hot soils which have burned away at the pipe causing breaks.

Mr. Rose inquired if we are going in and tearing out the old pipe would it be make sense to replace more of the line.

Mr. Wagner stated similar breaks have not happened east of 11th Street. Soils where the breaks have happened may have a higher corrosive element than in other areas. Since there is no evidence of breaks east of 11th that area does not need to be replaced at this time.

Mr. Rose inquired if there would be a benefit to looking at anything else while doing this project.

Mr. Wagner stated not at this point.

Mr. Vazquez inquired if the pipe will be the same size.

Mr. Wagner stated the pipe that will be installed will be a 16" pipe line.

Mr. Vazquez inquired that when it comes to buried utilities, is the normal practice to fix problems when identified as opposed to estimate where the problems might occur and fix them then.

Mr. Wagner stated there is a lot of ductile iron pipe in the ground which has served well for many years but there are certain soils that it does not work well with.

Mr. Morgan inquired to what the disruption will be while the line will be replaced.
Mr. Wagner stated there is some houses that will be affected and without water for about a day.

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

6. Process for Anticipated District 4 Vacancy

- Staff presentation: Kelly Arnold, Town Manager

Per Ms. Garcia, Ms. Melendez will soon be sworn in as the Mayor for the Windsor Town Board which will leave a vacancy for District 4. The Charter provides three options for filling that vacancy.

1. The position may remain vacant if it is less than one year until the next regular municipal election.
2. The Town Board may call for a special election to fill the vacated seat.
3. The Town Board may select a person to fill the position until the next regular municipal election.

Based on the time frame the option to leave the vacancy open if there is less than one year remaining on the term is not an option.

The second option is to hold a special election which would cost the Town approximately \$8,000. The election would be held on May 24, 2016.

The last option would be having the Town Board appoint an individual to that seat which is what staff is recommending based on the time constraint and the cost of an election. The Town is prepared to have an application ready and to start promoting that vacancy on March 15, 2016 if the Board wishes to move forward with that option. Individuals would need to submit an application and letter of interest to the Town by April 4, 2016. The process of reviewing the applications would take place on April 18, 2016 after the new Board is seated.

Mr. Vazquez inquired as to what would happen if no applications were submitted.
Ms. Garcia stated if there is no interest in the first few days then postcards would be mailed to that district to solicit interest.

Mr. Vazquez commented that it is very important that individuals in District 4 have representation and suggests appointing an individual for the district.

Ms. Melendez believes appointing an individual would be a good solution.

Mr. Vazquez inquired if the Board has the ability to hold a special election if they decide not to choose from the pool of applicants.

Ms. Arnold stated that is an option.

Mr. Adams inquired as to the cost of a special election.

Ms. Garcia stated an estimated guess would be approximately \$8,000 for District 4.

Mr. Vazquez summarized the consensus of the Board which is to pursue appointments with the option of holding a special election.

7. Monthly Financial Report

- Staff presentation: Dean Moyer, Director of Finance

Mr. Moyer provided an overview of the Financial Report

- Sale tax collections of the 3.2 % sales tax for January were \$1,056,468.
- January 2016 sales tax was down \$50,486 over January 2016 which was a decrease of 4.56%.
- Construction Use tax in January is at 8.88% of the annual budget at \$156,504.
- CRC Expansion tax has surpassed the budget requirement for January 2016.
- Single Family Building permit total 18 for January 2016 which is down from 30 in January 2015.
- 34 business licenses were issued in January, of which 17 were sales tax vendors.

D. COMMUNICATIONS

1. Communications from the Town Attorney
None

2. Communications from Town Staff

Ms. Garcia updated the Board on the status of the election; ballots were mailed out today and the election will be certified on April 13, 2016.

3. Communications from the Town Manager

Mr. Arnold reminded the Board of the joint work session with PReCAB. The work session in two weeks will be changed from the broadband discussion to discuss the I-25/392 CAC IGA.

Communications from Town Board Members

Ms. Melendez requested to have an updated version of the Comprehensive Plan.

E. BOARD ACTION

1. Resolution No. 2016-17 - A Resolution Approving an Amended and Restated Intergovernmental Agreement between the Town of Windsor and the Windsor Downtown Development Authority Regarding Continued Town Support of the Windsor Downtown Development Authority

- Legislative action
- Staff presentation: Kelly Arnold, Town Manager

Town Board Member Melendez motioned to approve Resolution No. 2016-17; Town Board Member Adams seconded the motion.

Per Mr. McCargar the Town of Windsor and Downtown Development Authority (DDA) have a long standing arraignment since 2011. That first IGA called for certain levels of Town funding and also certain types of cooperation with the DDA to get them started. Over the course of

each year, the DDA presents their budget to the Board and the Board approves or sends the budget back for amendments. The previous years the Board has approved the DDA budgets and have also extended funds to the DDA.

The resolution being presented to the Board is a modification of the existing IGA that would extend the Town's support to the DDA for another five years. At the end of that five year period this agreement will have the option to review the partnership at that time.

The DDA has its own tax base which is a very small fraction that supports them independently of the funds the Town provides. The Town also provides a sales tax base which is a number that is derived by the sales tax generated within the boundaries of the DDA.

The other aspect of this agreement is that the Town provides administrative support which in this agreement is fixed at \$35,000 per year. A number of Town staff have assisted the DDA with what they need. In the coming years the DDA has obtained an executive director so much of the administrative duties will fall on the executive director.

Town dollars are pledged to the DDA but if those dollars are not expended at the end of each fiscal year, those dollars roll into what is referred to as a special reserve fund under the IGA. Once the dollars roll into that fund they may only be used for capital projects.

Ms. Melendez commented that since the DDA's inception, they have made a tremendous amount of progress in a short period of time. There are some significant tools at their disposal now including the facade program.

Mr. Morgan agreed with Ms. Melendez and commented that in the last two years there have been some significant improvements in the downtown area.

Mr. Rose stated he is excited about the prospects of the DDA but is unsure if that requires Town support to accomplish those goals.

Mr. Adams inquired about the surplus reserve balance.

Mr. McCargar stated there is a carryover balance that reflects unexpended funds which is approximately \$500,000.

Mr. Adams stated he is in support of continuing with the agreement with the DDA.

Ms. Melendez commented that the DDA has been intentionally fiscally responsible with their money and have been frugal with the funds received by the Town. The DDA also knows that projects of a larger scale which might include the back lots could be a significant amount of money and \$250,000 that may not cover all the costs. It has been an intentional effort for the funds to roll over into the special reserve fund for capital projects. Ms. Melendez also stated since the inception of the DDA there have been little to no vacancies in the DDA and increase in sales tax.

Mr. Vazquez commented that in the last several years there have been an increase in citizen engagement in the DDA but also encouraged the DDA to invest the in capital projects sooner rather than later.

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

F. ADJOURN

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

The meeting was adjourned at 8:52 p.m.

Krystal Eucker, Deputy Town Clerk



MEMORANDUM

Date: March 28, 2016
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Scott Ballstadt, AICP, Director of Planning
From: Josh Olhava, AICP, Senior Planner
Subject: Ordinance No. 2016-1519 – An Ordinance Approving the Re-zoning of Tract A, Hilltop Estates Subdivision – Dr. Ahmed M. Sherif and Rabla A. Haderi, applicants/ Thomas Canzona and William Garcia, applicant's representatives – 2nd Reading
Location: 1264 Barn Owl Court
Item #: C.1

Background:

The enclosed Ordinance No. 2016-1519 was approved on first reading by the Town Board following a public hearing at the March 14, 2016 regular meeting. No changes have been made to the ordinance since first reading. No major concerns or issues were raised by the Town Board and the only public comments were made by the applicant's representatives. The request to rezone from Single Family Residential (SF-1) to Low Density Estate Residential (E-1) was necessary for the applicant to be allowed equestrian uses and septic service, subject to Water & Sewer Board approval. The E-1 zone is the only zone that allows for equestrian use and the use of individual septic systems. The Water & Sewer Board approved the use of septic for this property as it is adjacent to other E-1 zoned properties that utilize septic systems and existing sewer services are not readily available to the property.

The applicants, Dr. Ahmed M. Sherif and Rabla A. Haderi, represented by Mr. Thomas Canzona and Mr. William Garcia, are requesting to rezone approximately 9.6 acres from Single Family Residential (SF-1) to Low Density Estate Residential (E-1) zoning (please see the enclosed rezoning plat). Staff is concurrently reviewing a minor subdivision to split the lot into two estate sized lots.

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

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

Policy: Infill development of all types of land uses should be encouraged, to ensure more efficient use of infrastructure, strengthen existing neighborhood connections, preserve the economic viability of the Town Center, and meet all Town Development Standards.

March 28, 2016

Town Board – memo – Hilltop Estates Subdivision, Tract A – Rezoning, 2nd Reading

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

A neighborhood meeting was held on Tuesday, January 5, 2016 at 6:00 PM in the Aspen Room at the Community Recreation Center. Notifications for this meeting were as follows:

- December 14, 2015 – affidavit of mailing to property owners within 300 feet
- December 20, 2015 – legal ad published in the paper

Public Hearing notifications for Planning Commission and Town Board public hearings were as follows:

- February 18, 2016 - property posted with a notification sign
- February 15, 2016 - legal notice posted on the Town of Windsor website
- February 19, 2016 - legal ad published in the Tribune
- February 16, 2016 - affidavit of letters mailed to the adjacent property owners

Recommendation: Approval of Ordinance No. 2015-1505 on second reading, as presented.

Enclosures: Ordinance No. 2016-1519
Application materials & rezoning plat
Aerial rezoning exhibit

pc: Dr. Ahmed M. Sherif and Rabla A. Haderi, applicant
Mr. Thomas Canzona, applicant's representative
Mr. William Garcia, applicant's representative

TOWN OF WINDSOR

ORDINANCE NO. 2016-1519

AN ORDINANCE PURSUANT TO CHAPTER 16, ARTICLE V OF THE *WINDSOR MUNICIPAL CODE* APPROVING THE RE-ZONING OF TRACT A, HILLTOP ESTATES SUBDIVISION, TOWN OF WINDSOR

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

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

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

WHEREAS, the Hilltop Estates Subdivision, Tract A (“Property”) is presently zoned “Single Family SF-1” pursuant to the regulations found in Article XXII of the Zoning Code; and

WHEREAS, the owners of the Property, Ahmed M. Sherif and Rabia A. Haderi, have filed a Petition (“Petition”) requesting re-zoning of the Property from its current Single Family SF-1 designation to “Low Density Estate (E-1)” designation; and

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

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

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

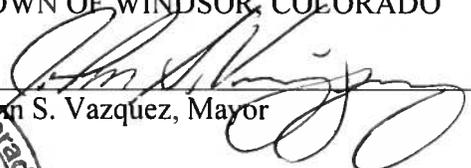
WHEREAS, based upon the evidence presented at the public hearing, the Town Board concludes that the Petition should be granted, and the Property re-zoned as requested.

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

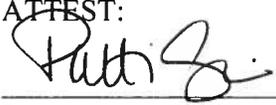
1. Hilltop Estates Subdivision Tract A ("Property") is and shall henceforth be rezoned from Single Family SF-to Low Density Estate (E-1).
2. In addition to all other applicable regulations, the use of the Property shall be subject to the regulations found in Chapter 16, Article XIV, Division 1, of the *Windsor Municipal Code*.
3. Pursuant to *Windsor Municipal Code* § 16-5-20 (3), within ten (10) days of the effective date of this Ordinance, Ahmed M. Sherif and Rabia A. Haderi shall submit to the Planning Department a certified copy of a compact disc (CD) containing all drawings that have been approved by the Town, plus two (2) translucent original Mylars of final rezoning maps to be recorded in the office of the Weld County Clerk and Recorder.

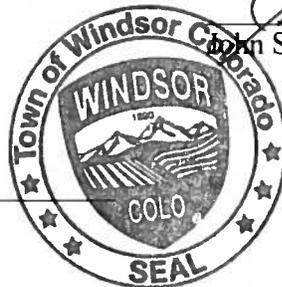
Introduced, passed upon a vote of 6 in favor and 0 opposed on first reading and ordered published this 14th day of March, 2016.

TOWN OF WINDSOR, COLORADO


John S. Vazquez, Mayor

ATTEST:


Patti Garcia, Town Clerk



Passed on second reading upon a vote of ___ in favor and ___ opposed, and ordered published this 28th day of March, 2016.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



LAND USE APPLICATION

1 Land use applications shall include all items listed in the application submittal checklist and the Town of Windsor Municipal Code. The Town of Windsor Planning Department reserves the right to reject incomplete submittals. The application fee and all associated materials are to be provided with this form. Staff will review the submittal and advise you of its completeness for processing.

2 **APPLICATION TYPE:**

Annexation
 Master Plan
 Rezoning
 Minor Subdivision
 Lot Line Adjustment
 Major Subdivision
 Site Plan
 Administrative Site Plan

SUBTYPE:
 (for Major Subdivisions and Site Plans only)
 Preliminary
 Final
 Qualified Commercial/Industrial

Project Name*: Sherif Minor Subdivision
 Legal Description*: See attached.
 Address/Location*: T.B.D Low Density
 Existing Zoning: SF1 Proposed Zoning: Estate lot: E-1.

3 **OWNER:**

Name(s)*: Ahmed M. Sherif - Rabla A. Haderi
 Company: _____
 Address*: 1909 - Homestead Road - Greeky Co. 80634
 Phone #: 970-302-2564 Email*: asherif067@yahoo.com

APPLICANT (Owner or Owner's Representative):

Name*: THOMAS CANZONA
 Company: New Horizons & Associates
 Address*: 1212 - 38 Ave. Greeky 80634
 Phone #: 970-396-5225 Email*: thomascanzona@yahoo.com

AUTHORIZED REPRESENTATIVE:

Name: William Garcia
 Company: Coan Payton - Payne.
 Address: 5586 - W - 19th St - 2000 - Greeky 80634
 Phone #: 970-339-3500 Email: WGARCIA@CP2LAW.COM

4 All correspondence will only be sent to those listed above. It is the sole responsibility of those listed to distribute correspondence to other applicable parties.

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

Signature: Thomas Canzona Date: _____
 (Proof of owner's authorization is required with submittal if signed by Applicant)
 Print Name: THOMAS CANZONA *Required fields

REZONING PETITION

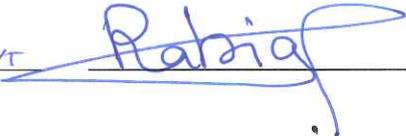
We the undersigned, being owners of the property described as Tract A, Hilltop Estates Subdivision, County of Weld, State of Colorado, containing 9.62 acres more or less, hereby request a change in zoning from SF1 to estate and do hereby pay the required fee.

Date

Owners Signature

Mailing Address

10/23/15



1212 38th Avenue, Greeley, CO 80634



1212 38th Avenue, Greeley, CO 80634

SHERIF REZONING NARRATIVE

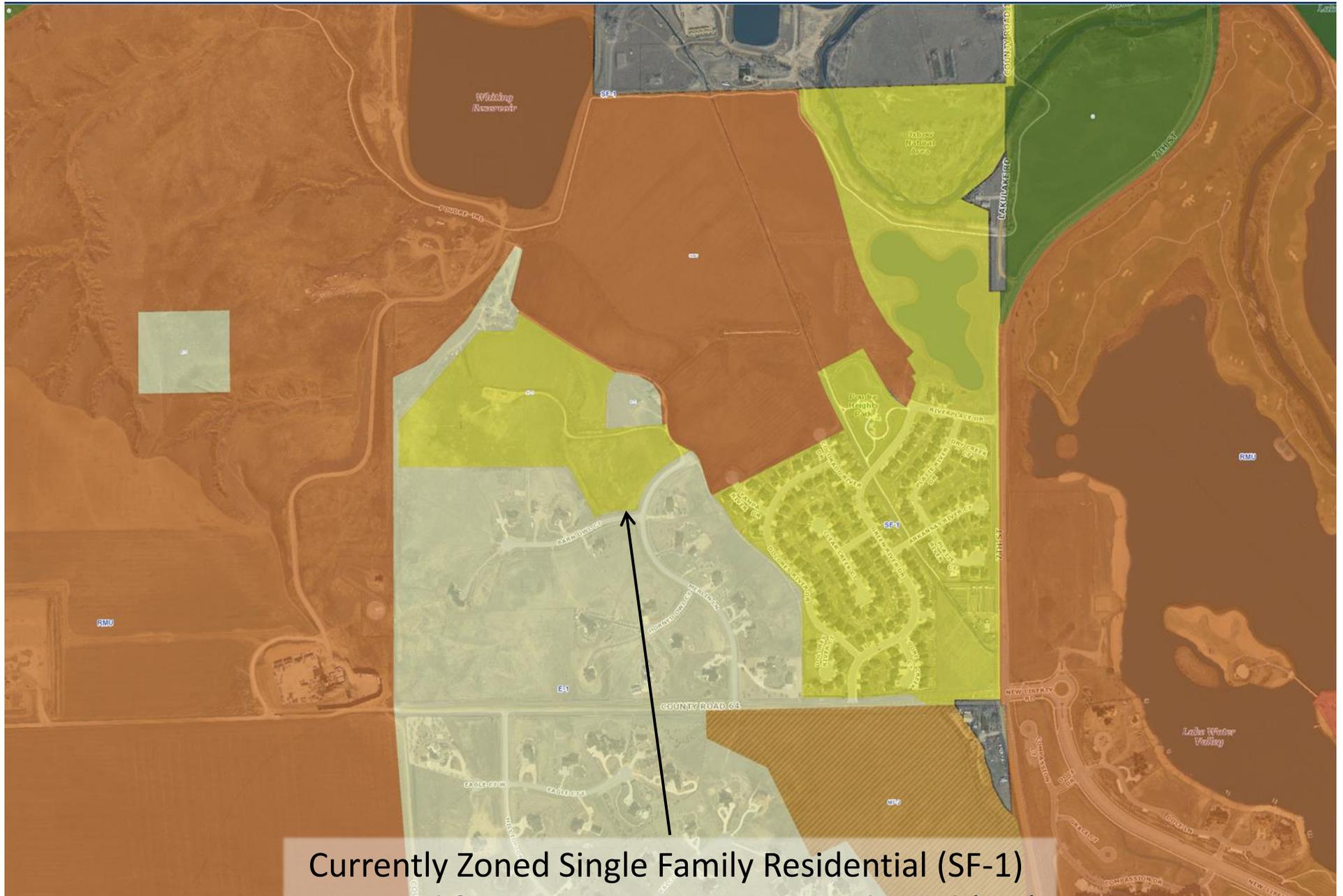
Applicants Dr. Ahmed Sherif and Rabia Haderi purchased the property known as Hilltop Estates Tract A in June of 2015. The property was previously owned by St. Alban's Episcopal Church and initially considered for locating a church facility on the 9.62 acre parcel. The property is currently zoned Single Family Residential (SF-1).

Applicants request a change of zone from SF-1 to Low Density Estate (E-1). Currently, the property does not have access to a municipal sewer line within 100' of the property line. Windsor Municipal Code Sec. 13-1-30 (d) provides an exception to the requirement to connect to a sewer line where such line is not within 100' of the property line. SF-1 zoning, however, requires connection to a municipal sewer line for residential development, making the current zoning impractical for development. In the Town of Windsor, E-1 zoning allows for the use of a septic system. It is Applicants' intention to seek a minor subdivision exemption of the property to create 2 lots and place a residence on each. Each lot will be over 2.5 acres, which is the minimum acreage for placement of a septic system in the E-1 zone, according to Windsor Municipal Code Sec. 16-14-50. Applicants' intended use of the property is an additional benefit to the subdivision, as the placement of two residences will result in fewer vehicle trips in the community than a church's potential usage. This limits the property's road infrastructure impact. Also, there will be less impervious surface, lessening the need for stormwater drainage infrastructure, both on the parcel and on adjacent parcels.

Currently, Hilltop Estates subdivision is a residential community with E-1 zoning. The properties in the subdivision are acreages and are served with septic systems. To the North of the subdivision there are two parcels that are zoned SF-1. To the East of the Northeast of the property are one E-1 zoned property and one Residential Mixed Use (RMU) property, which is currently undeveloped. The subject property has been classified as exempt/religious nonresidential land. The conversion to estate zoned property will increase the taxable value of the property. Further, it will promote uniformity within the Hilltop Estates subdivision by matching the zoning of the neighboring subdivision parcels. To leave the property in SF-1 would leave the appearance of spot zoning, which is not favored. A change from SF-1 to E-1 provides maximum usage of topographical features to promote a balanced residential zoning and maintains the semi-rural environment as intended in Windsor Municipal Code Sec. 16-14-10.

For the above reasons, Applicants submit their rezoning application and request approval.

AERIAL ZONING EXHIBIT



Currently Zoned Single Family Residential (SF-1)
Proposed for Low Density Estate Residential (E-1)



MEMORANDUM

Date: March 28, 2016
To: Mayor and Town Board
Via: Regular meeting materials, March 28, 2014
From: Ian D. McCargar, Town Attorney
Re: Town of Windsor – Carestream Purchase & Sale Agreement (Davis & Law Assets)
Item #: C.2.

Background / Discussion:

Presented for approval is a proposed Agreement between the Town and Carestream Health, Inc., under which the Town will receive ownership and control of certain Carestream assets associated with the Davis and Law water delivery system. This contract was negotiated in 2015 as a result of the Town's need to relocate portions of the Law Ditch to accommodate the design of the Law Pre-disaster Mitigation ("PDM") Project. When we notified Carestream of our plans to re-align a portion of the Law Ditch, they objected on water law principles. Although there were significant disagreements over the law, we ultimately arrived at an agreement under which the Town would be permitted to relocate the necessary portions of the Law Ditch, but would also take over certain Carestream assets in the combined Davis & Law delivery systems. Our primary purpose in taking on these assets was to complete the PDM Project on-time, thus assuring the FEMA and other grant funding we worked so hard to secure. The PDM improvements have largely been completed since we negotiated these terms.

The contract is quite lengthy and detailed, but may be condensed as follows:

- 1. Transfer of Carestream Assets.** Under the Contract, Carestream will its 1953 water right in the Davis & Law System, certain water conveyance structures and certain easement rights. Carestream will also assign its rights and obligations under the 1919 Davis Pipeline Agreement, which includes its right to six cubic feet per second ("6 cfs") from the Davis Pipeline, and its obligation to clear out the "sand pockets in the manholes". Simply stated, the Town will step into Carestream's shoes as to Carestream's water rights in the Davis Pipeline, and the obligations of the Great Western Sugar Company under the 1919 Agreement.
- 2.** The 6 cfs water right will be leased back to Carestream under a separate Water Lease for 99 years. Under the Water Lease, the Town will not guarantee any quality or amount of water through the Pipeline. This is in recognition that Carestream had no real desire or plans to maintain the Pipeline for delivery of the water right. If all or any portion of the 6 cfs makes it to the point of use, Carestream will accept it. Otherwise, there is no Town promise to deliver the water through the Pipeline. If the Town decides to make repairs or upgrades to the Pipeline, the delivery of the 6 cfs need not be the priority. The only exposure for the Town under the Water Lease is if the Town "*take[s] any action primarily intended to deliberately deny Carestream its water*", which is deliberately drafted to significantly narrow our exposure to only the most unlikely of circumstances.
- 3.** As owner of the Pipeline, the Town may choose to make repairs or upgrades, but is under no obligation to do so. The Pipeline has experienced a number of issues, mostly with

surcharging caused by the presence of stormwater in the pipe. The Law West Tributary Project is intended to separate the stormwater from the groundwater, with the hope that the Pipeline will perform as originally designed over the near-term. The Pipeline traverses a number of undeveloped properties, and provides groundwater drainage of benefit to many developed parcels. These parcels generally fall within the original 8 farms whose owners entered into the 1919 Agreement with the Great Western Sugar Company. The Town may make policy decisions in the future regarding repairs and upgrades, and will address questions of cost recovery as part of those decisions. The 1919 Agreement proportionally allocates repair costs among the 8 farms, which are now populated by hundreds of individual lot owners. Clearly, the proportional cost-sharing arrangement contemplated in 1919 does not fit today's complex land ownership. The financing options for the Davis Seep Pipeline are not directly tied to the Carestream transaction before you this evening.

If we sign off on the contract, we will schedule a closing in the near-future. There are a number of pre-closing steps we will need to take, including title examination, inspections and survey work. Assuming they all work out, we will acquire the Carestream assets and develop a management plan.

Financial Impact:

	Budget	Proposed	Note
Revenue	\$0	\$0	
Expense	\$0	\$0	
Net		\$0	The transaction is without consideration

Relationship to Strategic Plan:

Develop and maintain effective infrastructure. The Law PDM Project is a landmark stormwater management project.

Recommendation:

Adopt attached Resolution Approving Purchase and Sale Agreement Between the Town of Windsor and Carestream Health, Inc., for the Acquisition of Certain Assets in the Davis and Law Water System. Simple majority required.

Attachments:

- Agreement (Town of Windsor and Carestream Health, Inc.), together with Exhibits A through H.
- Resolution No. 2016-17 - Resolution Approving a Purchase and Sale Agreement Between the Town of Windsor and Carestream Health, Inc., for the Acquisition of Certain Assets in the Davis and Law Water System
- Maps of Carestream easements and related facilities

AGREEMENT

This AGREEMENT is entered into this ____ day of ____, 2016 (“Effective Date”), by and between Town of Windsor, Colorado, a Colorado home rule municipality (hereinafter “Town”), and Carestream Health, Inc., a Delaware corporation (hereinafter “Carestream”).

RECITALS

WHEREAS, Carestream is the owner of a water right decreed to the Davis and Consolidated Law Seepage Ditch Water Right System in Civil Action 11217 in the District Court for Larimer County, State of Colorado, on September 10, 1953, which decree was recorded on May 27, 1954 as Reception No. 1182310, Book 1392 Pages 1-5, in the books and records of the Weld County Clerk and Recorder (“Water Right”); and

WHEREAS, Carestream holds the right, title and interest in and to the Davis Seepage Ditch and that portion of the Consolidated Law Ditch used to carry water available to the Water Right, including the associated water diversion, carriage, storage, and transmission facilities, and the other improvements or appurtenances owned by Carestream and used in connection with the Water Right, as more particularly described on **Exhibit A** (“Davis and Law Ditch”); and

WHEREAS, Carestream is the fee owner of certain improvements to the Davis Seepage Ditch undertaken pursuant to that certain Contract and Grant dated April 7, 1919, and recorded on October 8, 1919 as Reception No. 308439, Book 556 Page 362, in the books and records of the Weld County Clerk and Recorder (“1919 Agreement”), which improvements for purposes of this Agreement are included in all references to the Davis and Law Ditch; and

WHEREAS, the lands decreed to be irrigated by the Water Right are located in Sections 26, 27, 34 and 35, Township 6 North, Range 67 West of the 6th P.M. in Weld County, Colorado (“Irrigated Property”); and

WHEREAS, Carestream owns certain ditches that may facilitate delivery of water from the point at which water is delivered to portions of the Irrigated Property location in said Sections 34 and 35 to the Cache la Poudre River; and

WHEREAS, Town desires to undertake certain modifications to the Davis and Law Ditch to improve certain flood prevention and control measures within the Town as part of its Law Pre-Disaster Mitigation Project; and

WHEREAS, the Law Pre-Disaster Mitigation Project (“Project”) has been approved for federal grant funding and may in the future be financed through additional grant funding for which the Town has applied or may apply, which grants contain or may contain deadlines for Project completion; and

WHEREAS, in order to facilitate the Project, the parties desire that ownership of the Water Right and the Davis and Law Ditch be transferred to the Town; and

WHEREAS, in conjunction with this Agreement, Town will enter into a no-cost water lease agreement pursuant to which Carestream and/or its assignee, transferee, or lessee will make continued use of the Water Right for irrigation purposes.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

ARTICLE I THE PROPERTY

- 1.1 Subject to the satisfaction of the terms and conditions of this Agreement, Carestream shall convey to Town the Water Right and the Davis and Law Ditch, with all rights, easements and rights of way that are appurtenant thereto and that were conveyed to Carestream by that Special Warranty Deed dated April 29, 2010, and recorded on May 3, 2010 as Reception No. 3690506 in the books and records of the Weld County Clerk and Recorder. Additionally, Carestream shall convey to Town a perpetual, non-exclusive easement within an existing drainage ditch and across certain real property generally located in the E ½ of section 34, T 6 N, R 67 W, 6th P.M, for the sole purpose of conveying water within the existing drainage ditch from the point at which water is delivered to the portions of the Irrigated Property located in Sections 34 and 35 of said township and range to the Cache la Poudre River, and accessing, operating, maintaining, and repairing said existing ditch, as said easement is described in **Exhibit B** (“Windsor Easement”). The Water Right, Davis and Law Ditch, and Windsor Easement are described collectively herein as the “Property.” Title to the Property must be merchantable in Carestream as of closing, and Carestream shall deliver to Windsor a copy of all documents related to merchantable title before or upon execution of this Agreement. Carestream shall convey the Water Right and the Davis and Law Ditch to Town by special warranty deed, in the form of **Exhibit C**, and shall convey the Windsor Easement to Town by easement deed and agreement in the form of **Exhibit D**. Carestream shall take all necessary actions before the Closing Date, as defined below, to transfer to Town free and clear title to the Property. The Property will be transferred to Town in as-is condition.
- 1.2 Subject to the satisfaction of the terms and conditions of this Agreement, Town and Carestream shall, at Closing, enter into a no-cost water lease agreement (“No-Cost Lease Agreement”) in the form of **Exhibit E**, which agreement will grant Carestream and its assignees, lessees, or transferees the right to use the Water Right to irrigate the Irrigated Property, at no cost to Carestream, for a term of 99 years or until otherwise terminated pursuant to the terms and conditions of the No-Cost Lease Agreement. In accordance with its terms, the executed No-Cost

Lease Agreement will be recorded in the real property records of Weld County, Colorado.

- 1.3 Subject to the satisfaction of the terms and conditions of this Agreement, Carestream and Town shall, at Closing, enter into an agreement assigning to Town all of Carestream's rights and obligations under the 1919 Agreement, by means of an assignment and assumption agreement in the form of **Exhibit F**.
- 1.4 Town will be responsible for all repair, replacement and maintenance obligations associated with the Davis and Law Ditch, but Town will have no obligation to repair, replace, or maintain the Davis and Law Ditch for the purpose of insuring that water is physically and legally available for Carestream and/or its assignees, lessees, or transferees to use under the No-Cost Lease Agreement. No quantity or quality of water is being guaranteed by the Town for use by Carestream under the No-Cost Lease Agreement. The Town will have no obligation to insure that water is physically and/or legally available for use by Carestream pursuant to the Water Right, nor will it have any obligations to maintain, repair or replace the Davis and Law Ditch or defend or take such legal actions in relation to the Water Right before any administrative or judicial tribunal so as to insure any water is physically or legally available for use by Carestream; provided, however, that Town may take no deliberate action with the primary intent of depriving Carestream of the use of water under the No-Cost Lease Agreement. The parties affirm their duties of good faith and fair dealing with respect to their undertakings herein.

ARTICLE II PURCHASE PRICE

- 2.1 The purchase price for the Property is one dollar (\$1) and such other good and valuable consideration as is set forth in this Agreement.

ARTICLE III TITLE AND CLOSING

- 3.1 **Time and Place of Closing.** Subject to and in accordance with the provisions of this Agreement, closing of the purchase and sale of the Property ("Closing") will be held at the offices of the Town of Windsor on _____ ("Closing Date").
- 3.2 **Title Insurance.** Within thirty (30) days of the Effective Date, Town shall secure one or more commitment(s) for an ALTA Owners Policy of Title Insurance ("Commitment") from Land Title Guarantee Company (the "Title Company") committing the Title Company to issue, in the name of the Town and in accordance with the Commitment, a policy insuring title to the Davis and Law

Ditch, as more particularly described on **Exhibit A**, and to the land that will be burdened by the Windsor Easement. The Commitment shall bear an effective date subsequent to the Effective Date and shall include complete, legible copies of all documents referred to therein. If the final Commitment issued by the Title Company includes additional exceptions to title then Town shall be entitled to object to such additional matters as provided for herein, and the dates for title review, objection, and response shall be similarly extended at Town's discretion.

- 3.3 **Objections.** Within seven business days of receiving the Commitment, Town shall deliver to Carestream written notice of Town's objections to title, if any. Permissible exceptions to title shall include only the following (together, "Permitted Exceptions"): (i) zoning laws and building ordinances; (ii) title exceptions shown on the Commitment to which Town has not objected or is deemed to have accepted by failing to object; (iii) rights of others to use capacity within the Davis and Law Ditch; and (iv) non-exclusive easements of others within the Windsor Easement, as those non-exclusive easements are listed in Exhibit G. If Town fails to so deliver a title objection notice on or before the above-stated date then Town shall be deemed to have waived its rights to object to the exceptions listed in the Title Commitment.
- 3.4 **Cure.** Carestream will have seven business days following Town's notice of objections to cure, remove, or commit in writing to cure or remove Town's objections. If Carestream will not cure or remove or commit to removing the objections or otherwise fails to respond to Town's notice of title objections on or before seven business days following Town's notice of objections, then Town may terminate this Agreement by written notice to Carestream on or before the date which is two business days after the end of such seven-day period. In the event Town does not so terminate this Agreement, Town shall be deemed to have waived such objections (other than any objections Carestream has agreed in writing to cure), and such objections shall be deemed Permitted Exceptions hereunder.
- 3.5 **Modification of Deadlines.** Carestream and Town may alter the deadlines in this Article III as necessary to ensure a meaningful review process. Any modification of these deadlines must be mutually agreed upon and memorialized in writing as an amendment to this Agreement.
- 3.6 **Title Insurance Policy.** A title insurance policy consistent with the Commitment shall be issued or committed to be issued by the Title Company as of the date of Closing and shall show no exceptions other than the Permitted Exceptions (the "Title Policy"). Notwithstanding anything to the contrary in this Agreement, Carestream shall pay off or obtain releases of all existing mortgages and other lien indebtedness with respect to the Water Right

and the Davis and Law Ditch at Closing, and such matters shall not be deemed Permitted Exceptions.

- 3.7 **Delivery of Documents and Purchase Price.** On or before the Closing Date, and subject to the satisfaction of the conditions precedent to Closing described in Article IV of this Agreement, Carestream and Town shall accomplish the following:
- 3.7.1 Carestream shall deliver or cause to be delivered to Town a special warranty deed conveying the Property, free and clear of all taxes and assessments and other liens and encumbrances except non-delinquent general property taxes for the year of Closing, in the form of the deeds attached as **Exhibits C and D**.
 - 3.7.2 Carestream shall deliver or cause to be delivered to Town a dry-up covenant on the Irrigated Property in the form of **Exhibit H**, to be effective upon the expiration of the No-Cost Lease.
 - 3.7.3 Town shall deliver or cause to be delivered to Carestream the Purchase Price set forth in Section 2.1 above and an executed No-Cost Lease Agreement in the form attached as **Exhibit E**.
 - 3.7.4 Additionally, the parties shall execute and deliver to each other any other documents required to be executed by Carestream and/ or the Town pursuant to the terms of this Agreement or as may be required pursuant to applicable law.
- 3.8 **Closing Costs.** The Town shall pay the cost of securing the Commitment and the Title Policy premium. The cost of any transfer and/or recording fees shall be paid by the Town. Town and Carestream shall sign and complete all customary or required documents at or before closing. Fees for real estate closing services provided by Land Title shall be paid by Town. Each party shall be responsible for its own attorney's fees and other consultant fees or services associated with this Agreement.
- 3.9 **Removal of Encumbrances.** Any encumbrances on title required to be removed shall be removed at or before Closing.

ARTICLE IV CONDITIONS TO CLOSING

- 4.1 **Town's Conditions.** Town's obligation to purchase the Property is subject to the fulfillment prior to Closing of each of the following conditions:

4.1.1 **Document Review.** Town's review and approval of the following documents and materials within thirty days of the Effective Date of this Agreement ("Diligence Period"), which documents Carestream shall use its best efforts to cause to be delivered to Town contemporaneously with the execution of this Agreement, but no later than fifteen days after the Effective Date:

- (i) Carestream shall provide Town all documents or reports in Carestream's possession, or otherwise reasonably available to Carestream, related to or affecting the title to or transferability of the Property;
- (ii) Carestream shall cooperate with Town to obtain a current ALTA preliminary title report for the Property at Town's sole cost and expense;
- (iii) Carestream shall provide to the Town copies of all applications, permits, licenses, certificates, or agreements in its possession, or otherwise reasonably available to Carestream, related to the use of the Property, including but not limited to zoning, operation, occupancy or use of the Property, and especially as the same relate to delivery of water and maintenance and operation of the Property; and
- (iv) Carestream shall provide to the Town copies of any surveys, soils and/or engineering reports, feasibility studies, site plats and plans, and other reports, studies or documents relating to the Property.
- (v) Nothing herein requires Carestream to disclose any material protected by legal privilege, including but not limited to the attorney-client privilege or attorney-work product doctrine.
- (vi) If, as a result of its investigations during the Diligence Period, Town in its sole discretion determines that Carestream's title to the Property is defective and not merchantable, Town may provide written notice to Carestream of title defects before the expiration of the Diligence Period. If such notice of title defect is given, Carestream will have twenty-one days from receipt of such notice in which to cure said title defects. If Carestream is able to cure the noticed title defect(s) and provides evidence and written notice of such cure within the twenty-one-day cure period, then Town will have seven days from receipt of the written notice of cure to accept such cure and go forward with this Agreement, or to terminate the Agreement.

- (vii) Carestream and Town may alter the due diligence and cure deadlines contained herein as necessary to ensure a meaningful review process. Any modification of these deadlines must be mutually agreed upon and recorded in writing as an amendment to this Agreement.

4.1.2 **Physical Inspection.** Town's inspection, review and approval of the physical and environmental condition of the Property within twenty-one days of the Effective Date of this Agreement. Town acknowledges that the Property is conveyed in as-is condition, and that Carestream has no obligation hereunder to repair or correct defects identified during the inspection.

4.1.3 **Approvals.**

- (i) This Agreement must have been approved by the Board of Directors of the Town of Windsor ("Town Board") prior to Closing.
- (ii) Town must have completed all third-party landowner easement acquisitions necessary for completion of the Law Pre-Disaster Mitigation Project by no later than July 1, 2016. Town shall provide written notice to Carestream when all such easement acquisitions have been completed, including all necessary approvals of such acquisitions.

4.1.4 **Closing Obligations.** Carestream must have complied with the Closing procedures described in Article III above.

4.2 **Carestream's Conditions.**

4.2.1 **Approvals.** This Agreement must have been approved by the Carestream Corporate Finance Committee before Closing.

4.2.2 **Closing Obligations.** Town must have complied with the Closing procedures described in Article III above.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

Carestream represents and warrants as follows:

- 5.1 **Encumbrances.** From the Effective Date of this Agreement until the Closing, Carestream will not encumber the Water Right or the Davis and Law Ditch, or interests appurtenant to the Water Right or the Davis and Law Ditch, in any way, nor grant any property or contractual rights or other interests relating to the Water Right or the Davis and Law Ditch without the prior written consent of Town; provided, however, that this paragraph 5.1 is not intended to and does not prevent Carestream from continuing to lease to third parties water available to the Water Right for irrigation of the Irrigated Property.
- 5.2 **Compliance with Governmental Regulations.** To the best of Carestream's current, actual knowledge there are no orders or directives of any city, county, state, or federal authority for repairs, maintenance work, or improvements to be performed on the Property. To the best of Carestream's current, actual knowledge Carestream has received no written notice from any municipal, state, or other statutory authority relating to defects in any improvement or noncompliance with any code or restriction applicable to the Property that has not been corrected, or any threat of or impending expropriation or condemnation of the Property. To the best of Carestream's current, actual knowledge there are no orders or directives of the State Engineer or Water Court which allege to impair or otherwise relate to the use of the Water Right on the Irrigated Property.
- 5.3 **Condition of Property.** The Property will be conveyed to Town in as-is condition. However, Carestream will provide Town with Carestream's property disclosure form completed by Carestream to the best of Carestream's actual knowledge as of the date thereof. To the best of Carestream's current, actual knowledge, there is no material defect or condition affecting the use, development or value of the Property as a result of the presence of any hazardous wastes or toxic or other contamination. To the best of Carestream's current actual knowledge, the Property is not used and has not been used in the past as a waste disposal or landfill for hazardous materials or sanitary landfill purposes.
- 5.4 **Litigation.** To the best of Carestream's current, actual knowledge, no litigation is pending, or to the best of Carestream's knowledge, proposed, threatened, or anticipated with respect to any matter affecting the Property.
- 5.5 **Contracts, Leases, and Agreements.** Except for the existing lease between Carestream and Dale Leach for use of water available to the Water Right for irrigation purposes on the Irrigated Property, and except as otherwise shown in

the Commitment or otherwise disclosed to Town by Carestream in writing, there are no leases, subleases, contracts, or other agreements, written or oral, regarding the Water Right or the Davis and Law Ditch, or granting to any party or parties the right to use or occupy the Water Right or the Davis and Law Ditch, which will survive Closing. From the Effective Date through the Closing Date, Carestream shall not enter into any lease or contract with respect to the Water Right or the Davis and Law Ditch without Town's written consent.

- 5.6 **Compliance with Law.** To the best of Carestream's current, actual knowledge, Carestream has complied in all material respects with all laws, rules, regulations, ordinances, orders, judgments, and decrees applicable to the Property, and Carestream has no current actual knowledge of any proposed order, judgment, decree, governmental taking, or other proceeding applicable to Carestream which might materially and adversely affect the Property.
- 5.7 **Utilities.** Carestream has not received any written notice of the curtailment of any utility service supplied to the Property.
- 5.8 **Condemnation.** In the event any portion of the Property is condemned or access thereto is taken or proceedings or negotiation therefor are commenced by an entity other than Town prior to Closing, if Town, in Town's sole discretion, concludes that such taking renders the remainder of the Property unsuitable for Town's purposes, and Town notifies Carestream in writing of such conclusion prior to Closing, then this Agreement will terminate. If the Agreement is not so terminated, the Purchase Price will not be affected, and (1) if a condemnation award is paid prior to the Closing, then at Closing, Carestream shall assign such award to Town, and (2) at Closing, Carestream shall assign all claims to Town, and Town shall have the right to contest the condemnation of the Property and/or the award resulting therefrom.

ARTICLE VI MISCELLANEOUS

- 6.1 **Fees and Expenses Apportionment.** Except as otherwise expressly set forth in this Agreement, Town and Carestream will each bear its own expenses in connection with transaction contemplated by this Agreement.
- 6.2 **Possession of Property.** Possession of the Water Right and the Davis and Law Ditch and non-exclusive possession of the Windsor Easement will be delivered to Town at Closing.

6.3 **Default and remedies.**

- 6.3.1 **Notice and Cure Rights.** Except as otherwise provided herein, if either Party believes that the other Party is in default of any obligation under this Agreement, the Party alleging the default shall give written notice to the other Party setting forth the nature of the alleged default and the curative action(s) required. The Party receiving the notice shall cure the alleged default within ten business days of such notice (“Cure Period”).
- 6.3.2 Time is of the essence. If the Party alleging a default is not satisfied after the Cure Period, the Party alleging default is entitled to the remedies described in paragraphs 6.3.3 and 6.3.4 below, unless otherwise provided in this Agreement.
- 6.3.3 In the event of Carestream’s breach or default hereunder, Town not being in breach or default hereunder, Town may elect one of the following remedies to be exercised by or on behalf of the Town, as Town’s sole and exclusive remedy:
- 6.3.1.1 Terminate this Agreement by giving Carestream timely written notice of such election within seven days of the end of the Cure Period. Upon such termination, both Town and Carestream will be relieved and released of all further obligations, claims and liabilities hereunder except those that expressly survive any such termination of this Agreement; or
 - 6.3.1.2 Waive the applicable breach or default and proceed with the transaction contemplated hereby in accordance with the remaining terms hereof without any adjustment in the Purchase Price; or
 - 6.3.1.3 Seek specific performance of this Agreement.
- 6.3.4 In the event of Town’s breach or default hereunder, Carestream not being in breach or default hereunder, Carestream may elect one of the following remedies to be exercised by or on behalf of Carestream, as Carestream’s sole and exclusive remedy:
- 6.3.4.1 Waive the applicable breach or default and proceed with the transaction contemplated hereby in accordance with the remaining terms hereof without any adjustment in the Purchase Price; or
 - 6.3.4.2 Terminate this Agreement by giving Town timely written notice of such election within seven days of the end of the Cure Period. Upon such termination, both Town and Carestream will be relieved

and released of all further obligations, claims and liabilities hereunder except those that expressly survive any such termination of this Agreement.

- 6.4 **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and will be deemed given and effective when delivered by electronic mail, Express Mail, Federal Express, or like service, or on the third mail delivery day after it is deposited in the United States mail, postage prepaid by certified or registered mail, return receipt requested, addressed to the parties as follows:

If to Town: Town Manager, Town of Windsor, Colorado
301 Walnut Street
Windsor, CO 80550
karnold@windsorgov.com

If to Carestream: Chris Schmachtenberger
Director, MFAPS Media Manufacturing
Carestream Health, Inc.
200 Howard Smith Avenue W.
Windsor, CO 80550
cschmachtenberger@carestream.com

- 6.5 **Risk of Loss.** Carestream is responsible for all risks of damage, loss, or injury to the Property and all property-owner liability prior to Closing. In the event any material damage, aside from normal wear and tear, occurs to the Property between the Effective Date and the Closing Date, Town may declare this Agreement null and void.
- 6.6 **Brokerage.** Carestream and Town hereby warrant to each other that no real estate agent or other broker or finder is involved in this transaction. Each party agrees to indemnify and hold harmless the other against any and all claims based in whole or in part on act of such indemnifying party for commissions, fees, or other compensation made by any such real estate agent, broker, or finder as the result of the sale of the Property contemplated hereby.
- 6.7 **Governing Law.** This Agreement is governed by Colorado law. Any warranties or covenants by and between the parties agreed to herein will survive the Closing and transfer of title to Town and will not merge with the deeds delivered at Closing.
- 6.8 **Entire Agreement.** This Agreement, including its exhibits and schedules, which are hereby incorporated herein, constitutes the entire agreement between

Carestream and Town and supersedes any other written or oral agreements between Carestream and Town with respect to the subject matter hereof. This Agreement may be modified only by the written agreement of both parties.

- 6.9 **Assignment.** This Agreement is binding upon and benefits Carestream and Town and their respective successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other party.
- 6.10 The Town's obligation to render payment as required herein is expressly conditioned upon the legal availability of funds through official action of the Town Board. Nothing in this contract shall be deemed a multiple fiscal year obligation under Article X, Section 20 of the Colorado Constitution.
- 6.11 The parties will cooperate with each other and execute and deliver such other instruments and take such other steps as may be necessary to effectuate all the provisions of this Agreement.
- 6.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.
- 6.13 **Recording:** Within 30 days of Closing, Town shall deliver to the Weld County Clerk and Recorder for recording all documents associated with the conveyance described in this agreement, including but not limited to all deeds, the No-Cost Lease Agreement, and the Assignment and Assumption of Carestream's rights and obligations under the 1919 Agreement.
- 6.14 **Incorporation of Exhibits:** All attached exhibits to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth below:

Date: _____

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Date: January 24, 2016



Richard J. Jebo,
Chief Supply Chain and Logistics Officer
Carestream Health, Inc.

EXHIBIT A

Davis Seepage Ditch and Consolidated Law Ditch, and Davis and Consolidated Law Seepage Ditch Water Right System

All of the right, title and interest in and to the Davis Seepage Ditch and the Consolidated Law Ditch that was conveyed to Carestream by Eastman Kodak Company by Special Warranty Deed dated April 29, 2010, and recorded on May 3, 2010, in the real property records of the Weld County, Colorado Clerk and Recorder at Reception No. 3690506; and all of Carestream's right, title, and interest to the Davis and Consolidated Law Seepage Ditch Water Right System that was adjudicated to claimant Great Western Sugar Company in the amount of 6.0 cfs by decree of the District Court for Weld County, Colorado in Civil Action No. 11217 dated September 10, 1953 and recorded May 27, 1954 as Reception No. 1182310 in Book 1392 at Pages 1-5 of the real property records of Weld County, Colorado ("Davis and Law Rights"); together with all of Carestream's right, title, and interest in and to ditches, pipelines, headgates, measuring devices, storage structures, dams, reservoir and other water conveyances, storage and use structures that are used in connection with the beneficial use and enjoyment of the Davis and Law Rights ("Water Conveyance Structures"). The following are expressly excluded from the Water Conveyance Structures: (a) any such water use structures and other personal property that are used solely by Eastman Kodak Company or its successor-in-interest ("Kodak"), including but not limited to the structure known as Kodak Pond located in the Northeast ¼ of Section 27, Township 6 North, Range 67 West of the 6th P.M. in Weld County, Colorado, and the pump station from Kodak Pond; and (b) those portions thereof located on Kodak's retained land below the east headgate for the Davis and Consolidated Law Seepage Ditch from Kodak Pond, which constitute part of the storm sewer system for both the Carestream Property and the Kodak Property (as defined in the Reciprocal Easement Agreement (Storm Sewer Easements), between Carestream and Kodak, dated April 30, 2007 and recorded April 30, 2007 as Reception No. 3472434 in Weld County, Colorado); and (c) the non-exclusive right of Kodak to use the Davis and Consolidated Law Seepage Ditch and associated facilities located to the north of Kodak Pond in the Northeast ¼ of Section 15, Township 6 North, Range 67 West of the 6th P.M. in Weld County, Colorado for the sole purpose of diverting and conveying water to Kodak Pond under Kodak's 3 shares of Fossil Creek Reservoir (Preferred) stock and 1 share of New Cache la Poudre Irrigation Company stock from the existing structure on the Greeley No. 2 Canal used for diverting water from the Greeley No. 2 Canal into the Davis and Consolidated Law Seepage Ditch, the exercise of which reserved right is limited at all times to the excess capacity, if any, in the referenced portion of the ditch above the capacity necessary for conveyance of the water legally and physically available, up to the decreed flow rate of 6 cubic feet per second, under the Davis and Law Rights.

EXHIBIT B

Windsor Easement

A parcel of land for easement purposes, 30 feet in width, situate in the East 1/2 of Section 34, Township Six N., Range 67 W. of the 6th P.M., County of Weld, State of Colorado, and more particularly described as follows:

COMMENCING at the North Sixteenth Corner common to Sections 34 and 35 of Township 6 N., Range 67 W., 6th P.M. and assuming the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 34 as bearing South 89°42'22" West a distance of 1191.12 feet with all bearings contained herein relative thereto;

THENCE South 89°42'22" West along the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 34 a distance of 1191.12 feet to the Northeast Sixteenth corner of said Section 34;

THENCE South 89°42'22" West along the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 34 a distance of 119.00 feet to the **POINT OF BEGINNING**;

THENCE South 00°17'38" East a distance of 25.93 feet;

THENCE South 48°12'21" East a distance of 105.53 feet;

THENCE South 00°06'23" East a distance of 1828.30 feet;

THENCE South 22°39'30" West a distance of 118.98 feet;

THENCE South 12°12'44" East a distance of 100.84 feet to the northerly edge of a low lying pond area, said point bears North 65°42'30" West a distance of 1125.34 feet from the Northeast 1/4 of the Town of Windsor Sewer Treatment Plant property;

THENCE South 77°47'16" West a distance of 30.00 feet;

THENCE North 12°12'44" West a distance of 110.26 feet;

THENCE North 22°39'30" East a distance of 122.36 feet;

THENCE North 00°06'23" West a distance of 1808.88 feet;

THENCE North 48°12'21" West a distance of 105.47 feet;

THENCE North 00°17'38" West a distance of 39.25 feet to the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 34;

THENCE North 89°42'22" East along the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 34 a distance of 30.00 feet to the **POINT OF BEGINNING**.

Said described parcels contain 65,487 sq. ft. or 1.503 acres, more or less.

Exhibit C

Form of Special Warranty Deed

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this _____ day of _____, 2015, between Carestream Health Inc. (“Carestream”), a Delaware corporation, GRANTOR, and the Town of Windsor, Colorado, a Colorado home rule municipality, GRANTEE:

WITNESS that the GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto the GRANTEE and its successors and assigns forever, the water rights specifically described as follows (the “Subject Water Rights”):

All of the right, title, and interest in and to the Davis Seepage Ditch and the Consolidated Law Ditch that was conveyed to Grantor by Eastman Kodak Company by Special Warranty Deed dated April 29, 2010, and recorded on May 3, 2010, in the real property records of the Weld County, Colorado Clerk and Recorder at Reception No. 3690506; and all of Grantor’s right, title, and interest in and to the Davis and Consolidated Law Seepage Ditch Water Right System that was adjudicated to claimant Great Western Sugar Company in the amount of 6.0 cfs by decree of the District Court for Weld County, Colorado in Civil Action No. 11217 dated September 10, 1953 and recorded May 27, 1954 as Reception No. 1182310 in Book 1392 at Pages 1-5 of the real property records of Weld County, Colorado.

Further, the Grantor hereby sells and conveys to Grantee the water diversion, carriage, storage, and transmission facilities, and the other improvements or appurtenances owned by Grantor and used in connection with the Subject Water Rights, and more specifically described as follows (the “Water Conveyance Structures”):

All of Grantor’s right, title, and interest in and to ditches, pipelines, headgates, measuring devices, storage structures, dams, reservoir and other water conveyances, storage and use structures that are used in connection with the beneficial use and enjoyment of the Subject Water Rights. The following are expressly excepted from the Water Conveyance Structures: (a) any such water use structures and other personal property that are used solely by Eastman Kodak Company (“Kodak”) or its successor-in-interest, including but not limited to the structure known as Kodak Pond located in the Northeast ¼ of Section 27, Township 6 North, Range 67 West of the 6th P.M. in Weld County, Colorado, and the pump station from Kodak Pond; and (b) those portions thereof located on Kodak’s retained land below the east headgate for the Davis and Consolidated Law Seepage Ditch from Kodak Pond, which constitute part of the storm sewer system for both the Carestream Property and the Kodak Property (as defined in the Reciprocal Easement Agreement (Storm Sewer Easements), between

Carestream and Kodak, dated April 30, 2007 and recorded April 30, 2007 as Reception No. 3472434 in Weld County, Colorado); and (c) the non-exclusive right of Kodak to use the Davis and Consolidated Law Seepage Ditch and associated facilities located to the north of Kodak Pond in the Northeast ¼ of Section 15, Township 6 North, Range 67 West of the 6th P.M. in Weld County, Colorado for the sole purpose of diverting and conveying water to Kodak Pond under Kodak's 3 shares of Fossil Creek Reservoir (Preferred) stock and 1 share of New Cache la Poudre Irrigation Company stock from the existing structure on the Greeley No. 2 Canal used for diverting water from the Greeley No. 2 Canal into the Davis and Consolidated Law Seepage Ditch, the exercise of which reserved right is limited at all times to the excess capacity, if any, in the referenced portion of the ditch above the capacity necessary for conveyance of the water legally and physically available, up to the decreed flow rate of 6 cubic feet per second, under the Subject Water Rights.

TO HAVE AND TO HOLD the Subject Water Rights and the Water Conveyance Structures unto the Grantee and its successors and assigns forever. Grantor covenants and agrees that it shall and will WARRANT AND FOREVER DEFEND the Subject Water Rights and the title to them in the quiet and peaceable possession of Grantee and its successors and assigns, against all and every person or persons claiming the whole or any part thereof by, through, or under the GRANTOR.

Further, Grantor covenants and agrees that it shall and will WARRANT AND FOREVER DEFEND Grantee's right to use the Water Conveyance Structures in the quiet and peaceable possession of Grantee and its successors and assigns, against all and every person claiming by, through, or under Grantor any interest in the Water Conveyance Structures between the Greeley No. 2 Canal and the Kodak Pond that interferes with or is claimed to have priority over Grantee's ownership and right to use said portion of the Water Conveyance Structures to divert, convey, and deliver a flow rate of up to 6.0 cfs under the Subject Water Rights.

IN WITNESS WHEREOF, the GRANTOR has executed this deed on the date first written above.

Carestream Health, Inc.,
A Delaware corporation

By: 
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, _____ of Carestream Health, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Exhibit D

Form of Easement Deed and Agreement

THIS EASEMENT DEED AND AGREEMENT is made this ____ day of _____, 2015, between Carestream Health, Inc., a Delaware corporation, Grantor, and the Town of Windsor, a Colorado home rule municipality, Grantee (each a “party” and together the “parties”).

WITNESS that Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to Grantee and its successors and assigns, forever, a permanent, non-exclusive easement (the “Windsor Easement”) for the right to enter, re-enter, occupy and use the Easement Property, as hereinafter defined, for the sole purpose of access to and use of the existing drainage ditch thereon for the delivery of water to the Cache la Poudre River in, through, over, and across the following-described real property situate, lying and being in the County of Weld and the State of Colorado, as follows:

Those lands of the Grantor that are described and shown on the map and legal description attached as **Exhibit 1** (the “Easement Property”). **Exhibit 1** is incorporated herein by this reference.

IT IS HEREBY MUTUALLY covenanted and agreed by and between Grantor and Grantee as follows:

1. Access Rights. Grantee will have and exercise the non-exclusive right of ingress and egress in, to, over, through, and across the Easement Property, and to additional property owned by Grantor adjacent to the Easement Property, in connection with or to facilitate the delivery of water to the Cache la Poudre River. Grantee will exercise these rights of ingress and egress in a manner that minimizes interference with Grantor’s activities on the Easement Property and any adjoining lands.
2. Restrictions on Improvements upon the Easement Property. Grantor is prohibited from constructing or placing any permanent structure or building, including without limitation any structure for diversion or delivery of water, on any part of the Easement Property without the prior written consent of Grantee, which consent will not be unreasonably withheld. Grantor may install temporary or removable and replaceable objects upon the Easement Property. Grantee is prohibited from constructing or placing any permanent structure in or on any part of the Easement Property without the prior written consent of Grantor.

3. Grantor's Retained Rights. Grantor retains the right to the undisturbed use and occupancy of the Easement Property insofar as such use and occupancy are consistent with and do not impair Grantee's access to and use of the Easement Property.
4. Binding Effect and Enforcement Costs. This Easement Deed and Agreement, with the burdens it imposes, is binding upon and will run with the Easement Property forever, and is forever enforceable against Grantor and its representatives, successors, and assigns in the Easement Property for the benefit of Grantee and its representatives, successors and assigns. In the event any party or its representative, successor, or assign seeks to enforce its rights hereunder through litigation, arbitration, or administrative proceeding, the non-prevailing party shall pay to the prevailing party, as part of any judgment, order, or award, the prevailing party's reasonable attorneys' fees and costs.
5. Time of Exercise of Rights. It is mutually agreed by and between the parties that Grantee may commence the exercise of its right to the use of the Windsor Easement forthwith, or it may postpone the exercise of all or some part of its rights hereunder to some future time.
6. Entire Agreement. This Easement Deed and Agreement embodies the entire understanding and agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior negotiations, understanding or agreements regarding that subject matter. No additional or different oral representation, promise, or agreement will be binding on any party with respect to the subject matter of this Easement Deed and Agreement.
7. Captions for Convenience. All headings and captions herein are for convenience only and have no meaning in the interpretation or effect of this Easement Deed and Agreement.

IN WITNESS WHEREOF, the parties have executed this Easement Deed and Agreement on the date first set forth above.

GRANTOR:

Carestream Health, Inc.



[name] Richard J Jebo
[title] Chief Supply Chain and Logistics Officer

GRANTEE:

Town of Windsor

[name]
[title]

STATE OF COLORADO)

ss.

COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, _____, of Carestream Health, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires _____.

Notary Public

STATE OF COLORADO)

ss.

COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, _____, of the Town of Windsor, a Colorado home rule municipality.

Witness my hand and official seal.

My commission expires _____.

Notary Public

Exhibit E

Form of No-Cost Lease Agreement

**AGREEMENT FOR LEASE OF
DAVIS AND CONSOLIDATED LAW SEEPAGE DITCH WATER**

THIS Agreement for Lease of Davis and Consolidated Law Seepage Ditch Water ("Lease") is made and entered into this _____ day of _____, 2015, by and between the Town of Windsor, a Colorado Home Rule Municipality, the mailing address of which is 301 Walnut Street, Windsor, Colorado 80550 ("Town"), and Carestream Health Inc., a Delaware corporation, the mailing address of which is 200 Howard Smith Avenue West, Windsor, Colorado 80550 ("Carestream").

RECITALS

WHEREAS, on _____, Town and Carestream entered into an agreement for Carestream's conveyance of the Davis and Consolidated Law Seepage Ditch Water Right System to Town ("Davis and Law Agreement"); and

WHEREAS, pursuant to the Davis and Law Agreement, on _____, Carestream conveyed to Town all of its right, title and interest in and to the water right decreed to the Davis and Consolidated Law Seepage Ditch Water Right System in Civil Action 11217 in the District Court for Larimer County, State of Colorado, on September 10, 1953, which decree was recorded on May 27, 1954 as Reception No. 1182310, Book 1392 Pages 1-5, in the books and records of the Weld County Clerk and Recorder ("Water Right"); and

WHEREAS, pursuant to the Davis and Law Agreement, Town agreed to lease the Water Right back to Carestream; and

WHEREAS, Town and Carestream desire to enter into this Lease setting forth the terms and conditions pursuant to which Town will lease the Water Right to Carestream and Carestream will beneficially use the Water Right.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Town and Carestream hereby agree as follows.

1. Recitals. The above recitals are incorporated herein.

2. Leased Water. Town agrees to lease to Carestream the Water Right and use of the water therefrom for the irrigation of approximately 680 acres in Sections 26, 27, 34 and 35 of Township 6 North, Range 67 West of the 6th P.M. in Weld County, Colorado (the "Irrigated Property").

3. Lease Term. This Lease will be for a term of 99 years beginning as of _____, 2015, the date of Closing under the Davis and Law Agreement.

4. Lease Payment. There is no cost to Carestream for lease of the Water Right and no lease payment due to Town hereunder.

5. Delivery. All water attributable to the Water Right will accrue to and flow down the Davis and Consolidated Law Seepage Ditch (“Davis and Law Ditch”) for diversion by Carestream on an as-available, when- available basis. Carestream will take delivery of the water at the point of measurement of the Water Right, which point is described in the CA 11217 Decree as the location of a pumping plant near the north line of the NE ½ of Section 27, Township 6 North, Range 67 West of the 6th P.M. in Weld County, Colorado (“Delivery Location”). The Delivery Location is located at or near the inlet to Kodak Pond (a/k/a Kodak Lake) in the NE ¼ of said Section 27. Carestream is responsible for all of its costs in taking delivery of and using the Water Right.

6. Maintenance. Town is solely responsible for all repair, replacement, and maintenance obligations associated with the Davis and Law Ditch, but Town has no obligation hereunder to repair, replace, or maintain the Davis and Law Ditch for the purpose of insuring that water is physically and legally available for Carestream and/or its assignees, lessees, or transferees to use under this Lease.

7. No quantity or quality of water and no quantity of use guaranteed. No quantity or quality of water is guaranteed by the Town for Carestream’s use under this Lease. The Town has no obligation to insure that water is physically and/or legally available for use by Carestream pursuant to the Water Right, nor does it have any obligation to defend or take such legal actions in relation to the Water Right before any administrative or judicial tribunal so as to insure any water is physically or legally available for use by Carestream; provided, however, that Town may take no deliberate action with the primary intent of depriving Carestream of the use of water under this Lease. No quantity of use of water is guaranteed by Carestream under this Lease.

8. Use of the Water Right; Record Keeping. Subject to the additional terms in paragraph 15 below, Carestream or its lessee, transferee, or contractee may use the Water Right for its decreed purpose of irrigation of the Irrigated Property. By December 1 of each year, Carestream shall provide Town an annual report which details Carestream’s use of the Water Right for irrigation purposes in the previous irrigation season (“Annual Report”). The Annual Report must include the following monthly data: (i) the number of acres that Carestream irrigated with water available to the Water Right; (ii) the irrigation method used; (iii) the number of days water from the Water Right was used; and (iv) the crops grown (including acreage amounts for each crop).

9. Default and remedies.

A. Default by Carestream. If Carestream defaults in performing its obligations under this Agreement, Town may elect to (i) waive the default; or (ii) terminate this Agreement. Prior to enforcing either of its remedies hereunder, Town shall give Carestream written notice of default specifying (i) the particular obligation(s) for which Town believes Carestream to be in default, and (ii) Town’s particular reasons for that belief. Carestream shall have thirty calendar days

to demonstrate that it is not in default, or to cure such default, before Town takes further action to enforce its remedies hereunder.

B. Default by Town. If Town defaults in performing its obligations under this Agreement, Carestream may elect to (i) waive the default; (ii) terminate this Agreement; or (iii) initiate an action in the District Court for Weld County for enforcement of Town's obligation to take no deliberate action with the primary intent of depriving Carestream of the use of water under this lease. Prior to enforcing its remedies hereunder, Carestream shall give Town a written notice of default specifying (i) the particular obligation(s) for which Carestream to be in default, and (ii) Carestream's particular reasons for that belief. Town shall have thirty calendar days to demonstrate that it is not in default, or to cure such default, before Carestream takes further action to enforce its remedies hereunder.

10. Notices. Any notice or other communication given by either of the parties hereto to the other party relating to this Lease shall be in writing and shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the party to whom notice is given at the address specified below; or (ii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified below; or (iii) on the date shown on the delivery acknowledgment provided by the courier if sent by a nationally-recognized overnight courier service (such as Federal Express) that provides evidence of delivery; or (iv) on the date and at the time shown on the e-mail message if sent to the e-mail addresses specified below:

If to Town, to:

Town Manager
301 Walnut Street
Windsor, CO 80550
karnold@windsorgov.com

If to Carestream, to:

Chris Schmachtenberger
Director, MFAPS Media Manufacturing
Carestream Health, Inc.
200 Howard Smith Avenue W.
Windsor, CO 80550
cschmachtenberger@carestream.com

11. Force Majeure. Neither party shall be liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Lease under such circumstances. If a party asserts Force Majeure as an

excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of likelihood or actual occurrence of the event described herein.

12. Recording. Town shall record this Lease in the Real Property Records for Weld County within five business days of the date on which the Lease is executed by both Parties.

13. Dry-Up Covenant. Carestream has executed a dry-up covenant on the Irrigated Property for the benefit of the Water Right. That covenant will become effective only at such time as this Lease expires or is terminated in accordance with the terms and conditions hereof.

14. Non-Exclusive License – Access to and Use of Measurement Flume. For the period in which this Lease is in effect, Town grants to Carestream a non-exclusive license for access to and use of the measurement flume on the Davis and Law Ditch north of Kodak Pond.

15. Assignability. With the exception of the right of Carestream's lessee, transferee, or contractee to use the Water Right for its decreed purpose of irrigation of the Irrigated Property, as described in paragraph 8 above, Carestream may assign its rights and delegate its duties under this Lease without the consent of Town only as part of a sale of the Irrigated Property. When Carestream assigns its right to use water available under this Lease to a lessee, transferee, and/or contractee in accordance with paragraph 8 above, Town shall have no obligations to said lessee, transferee, or contractee, and the following additional terms and conditions will apply: (i) Carestream shall promptly notify Town of any such assignment that is other than Carestream's lease with Dale Leach and Irrigation Water Agreement with Eastman Kodak Company ("Kodak") that exist on the date of execution of this Lease; (ii) Carestream will retain all obligations and rights under this Lease; (iii) Carestream's agreement with its lessee, transferee, or contractee other than Dale Leach or Kodak must provide for the lessee's, transferee's, or contractee's assumption of Carestream's duties and obligations hereunder, including responsibility for beneficially using the Water Right consistent with this Lease and complying with the reporting requirement described in paragraph 8; and (iv) a copy of the lease, transfer, or contract document must be furnished to Town within thirty days after the execution of any such agreement.

16. Electronic Signature. Town and Carestream understand, agree, and acknowledge that in signing this Lease and in completion of this transaction the parties hereto may transmit certain documents in electronic form, and Town and Carestream further understand, agree, and acknowledge that any such electronic signatures will be adequate, binding, and valid as if such were an original signature or an original document and each such electronic document may be executed in several counterparts and all of such counterparts taken together shall be deemed to be one document.

17. Non-Business Day. In the event any time period expires on a Saturday, Sunday, or legal holiday of the State of Colorado, the date of performance will be the next day which is not a Saturday, Sunday, or legal holiday.

18. Effect of Headings and Recitals. The paragraph headings are inserted only for convenient reference and do not define, limit, or prescribe the scope of this Lease. The recitals of this Lease are included as an aid to interpretation of this Lease, but do not themselves create, limit, or define any rights or obligations of the parties hereto.

19. No Waiver. Waiver of any term, provision, or condition of this Lease, in any one or more instances, will not be and is not to be construed as a further or continuing waiver of any such term, provision, or condition, or as a waiver of any other term, provision, or condition of this Lease.

20. Governing Law and Jurisdiction. This Lease is governed by and to be interpreted in accordance with the laws of the State of Colorado.

21. Severability. If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding.

22. Waiver of Consequential Damages. Notwithstanding any provision to the contrary in this Lease, Town and Carestream agree that neither party will be liable to the other for any consequential, incidental or indirect damages, including but not limited to loss of profit or loss of production, revenue, or anticipated business.

23. Written Amendment Required. No amendment, alteration, or modification of or addition to this Lease is valid or binding unless confirmed in writing and signed by the party or parties to be bound by such change.

24. Entire Agreement. This Lease contains the entire agreement between Town and Carestream with respect to the subject matter hereof.

25. Binding Effect. This Lease is binding upon and inures to the benefit of Town and Carestream and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

Carestream Health, Inc.

Town of Windsor



[name] Richard J Jebo
[title] Chief Supply Chain and Logistics Officer

[name]
[title]

STATE OF COLORADO)

ss.

COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, _____, of Carestream Health, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires _____.

Notary Public

STATE OF COLORADO)

ss.

COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, _____, of the Town of Windsor, a Colorado home rule municipality.

Witness my hand and official seal.

My commission expires _____.

Notary Public

EXHIBIT F

Assignment and Assumption Agreement

This ASSIGNMENT AND ASSUMPTION AGREEMENT is dated the ___ day of _____, 2015 (the "Effective Date"), by and between Carestream Health, Inc., a Delaware Corporation ("Carestream"), and the Town of Windsor, a Colorado home rule municipality ("Town").

WHEREAS, Carestream and the Town have entered into an Agreement dated _____, 2015, pursuant to which Carestream will convey to Town all of Carestream's right, title, and interest in and to the Davis and Consolidated Law Seepage Ditch Water Right System ("Water Right"), the Davis Seepage Ditch, and that portion of the Consolidated Law Ditch used to carry water available to the Water Right, including the associated water diversion, carriage, storage, and transmission facilities, and the other improvements or appurtenances owned by Carestream and used in connection with the Water Right ("Davis and Law Agreement"); and

WHEREAS, Carestream is the fee owner of certain improvements to the Davis Seepage Ditch undertaken pursuant to that certain Contract and Grant dated April 7, 1919, and recorded on October 8, 1919 as Reception No. 308439, Book 556 Page 362, in the books and records of the Weld County Clerk and Recorder ("1919 Agreement"); and

WHEREAS, in fulfillment of their respective obligations under the Davis and Law Agreement, Carestream will assign to Town and Town will assume all of Carestream's rights and obligations under the 1919 Agreement;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

Carestream hereby transfers, assigns, and sets over to Town all of Carestream's right, title, and interest in and to and all of Carestream's rights and obligations under the 1919 Agreement, forever.

Town hereby accepts the foregoing assignment as of the Effective Date, and as of such date hereby assumes the performance of all of Carestream's obligations arising under the 1919 Agreement on or after the Effective Date.

IN WITNESS WHEREOF, intending to be legally bound, Carestream and the Town have caused this Assignment and Assumption Agreement to be executed under the laws of the State of Colorado on the date first written above.

[Signatures on following page]

Carestream Health, Inc.

Town of Windsor



[name] Richard J Jebo
[title] Chief supply Chain and Logistics Officer

[name]
[title]

STATE OF COLORADO)

ss.

COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, _____, of Carestream Health, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires _____.

Notary Public

STATE OF COLORADO)

ss.

COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, _____, of the Town of Windsor, a Colorado home rule municipality.

Witness my hand and official seal.

My commission expires _____.

Notary Public

Exhibit G

Non-exclusive easements of others within the Windsor Easement as of the Effective Date:

1. Easement IA1 conveyed to Eastman Kodak Company by Carestream by Easement Agreement (Easements to Kodak / Joint Infrastructure), dated April 30, 2010, and recorded on May 3, 2010, in the real property records of the Weld County, Colorado Clerk and Recorder at Reception No. 3690507 (“Carestream/Kodak Easement Agreement”). The Windsor Easement is coextensive with Easement IA1, which is described in Section 1(e) of and Exhibit G to the Carestream/Kodak Easement Agreement.
2. A trail easement conveyed to Weld County, State of Colorado by Eastman Kodak by a Lease Agreement recorded on February 11, 1999, in the real property records of the Weld County, Colorado Clerk and Recorder at Reception No. 2672770 (“Weld County Trail Easement”). The Lease Agreement was subsequently amended by an Amended Lease Agreement, which was recorded on November 19, 1999, in the real property records of the Weld County, Colorado Clerk and Recorder at Reception No. 2733550. Easement IA1, as described in the Carestream/Kodak Easement Agreement, crosses the Weld County Trail Easement.
3. Easement W-3 conveyed to Eastman Kodak Company by Broe Land Acquisitions II, LLC, by Easement Agreement (West Property Retained Easements), dated November 15, 2005, and recorded on November 15, 2005, in the real property records of the Weld County, Colorado Clerk and Recorder at Reception No. 3340224. Easement W-3 runs adjacent to and may overlap or share a boundary with Easement IA1 as described in the Carestream/Kodak Easement Agreement.
4. Easement W-3a conveyed to Eastman Kodak Company by Broe Land Acquisitions II, LLC, by Easement Agreement (West Property Retained Easements), dated November 15, 2005, and recorded on November 15, 2005, in the real property records of the Weld County, Colorado Clerk and Recorder at Reception No. 3340224. Easement W-3a runs adjacent to and may overlap or share a boundary with Easement IA1 as described in the Carestream/Kodak Easement Agreement.
5. Easement W-5 conveyed to Eastman Kodak Company by Broe Land Acquisitions II, LLC, by Easement Agreement (West Property Retained Easements), dated November 15, 2005, and recorded on November 15, 2005, in the real property records of the Weld County, Colorado Clerk and Recorder at Reception No. 3340224. Easement W-5 runs adjacent to and may overlap or share a boundary with Easement IA1 as described in the Carestream/Kodak Easement Agreement.

Exhibit H

Form of Dry-Up Covenant on the Irrigated Property

DRY-UP COVENANT

This Dry-up Covenant (“Covenant”) is made and entered into on this ____ day of _____ 2015, by and between Carestream Health, Inc., a Delaware corporation (hereinafter, “Grantor”) and the Town of Windsor, Colorado, a Colorado home rule municipality (hereinafter, “Grantee”).

WITNESS:

WHEREAS, Grantee acquired the water rights described in that certain agreement dated _____ (the “Agreement”), specifically the Davis and Consolidated Law Seepage Ditch Water Right System as decreed in Civil Action 11217 in the District Court for Larimer County, State of Colorado, on September 10, 1953, which decree was recorded on May 27, 1954 as Reception No. 1182310, Book 1392 Pages 1-5, in the books and records of the Weld County Clerk and Recorder (“Water Right”); and

WHEREAS, the Water Right is decreed to be used to irrigate lands owned by Grantor in Sections 26, 27, 34 and 35, Township 6 North, Range 67 West of the 6th P.M. in Weld County, Colorado, hereinafter known as the “Property”; and

WHEREAS, Grantee and Grantor have entered into that certain agreement for lease of Davis and Consolidated Law Seepage Ditch Water dated _____, a copy of which is attached hereto as Exhibit A, regarding use of the Water Right (hereinafter the “Lease”); and

WHEREAS, after the Lease expires or is terminated and the Water Right is no longer used to irrigate the Property, Grantee may submit a Water Court application and/or Substitute Water Supply Plan approval request to change the beneficial use of the Water Right to include augmentation, recharge, exchange, municipal and other beneficial uses which may be made by Grantee in such locations as it may determine to be in its best interests as provided by Colorado law (“Change in Use”); and

WHEREAS, to comply with Colorado law in approving the Change in Use, the consumption of water on the Property attributable to the Water Right must be permanently reduced in the same amount as is changed and transferred to other beneficial uses so as not to materially injure vested water rights of other appropriators; and

WHEREAS, Grantor executes this Covenant to dry-up the Property to ensure that the historical consumptive use of water on the Property attributable to the Water Right ceases after expiration or termination of the Lease in accordance with its terms.

1. Grantor covenants for itself and all subsequent owners of the Property that, upon expiration or termination of the Lease according to its terms, Grantor and its successors and assigns no longer will irrigate the Property with water attributable to the Water Right. The purpose of this covenant is to ensure that the amount of transferable consumptive use attributable to the Water Right is not impaired by continuing irrigation of the Property with the Water Right following any Change in Use.
2. All subsequent owners of the Property shall take any action necessary to eliminate any continuing consumptive use of water attributable to use of the Water Right for irrigation purposes on the Property, as may be determined and/or required by the Water Court in any Change in Use in order that the consumptive use associated with the Water Right may be applied to beneficial use.
3. Grantor hereby grants to Grantee a non-exclusive perpetual easement for the purpose of access to and over the Property as may be necessary to take actions to effectuate and enforce this Covenant, including but not limited to the conducting of any monitoring or testing activity that may be required by the State Engineer or by any court or tribunal of competent jurisdiction to enforce this Covenant.
4. This Covenant does not and will not prohibit or limit, and is not to be construed as prohibiting or limiting, subsequent owners of the Property from irrigating the Property as follows: (1) with water available and attributable to Grantor's shares in the Whitney Ditch Company; (2) with water rights which may in the future be transferred to the Property and approved for such use through a subsequent appropriate Water Court proceeding; (3) with water from well(s) which are authorized to pump pursuant to a Water Court-approved plan for augmentation; (4) with water which is non-tributary water to the South Platte River or its tributaries; or (5) with water supplied by a municipality or water district. Unless the Property is so irrigated by one of the sources described in the preceding sentence, Grantor hereby covenants that the Property will not be planted with crops which are capable of extending roots into the underlying groundwater, including but not limited to alfalfa.
5. Grantor is and will remain entitled to use the Property for any purpose not inconsistent with this Covenant.
6. The Covenant is for the benefit of Grantee and its successors and assigns in and to the Water Right.
7. This Covenant may be enforced by the Grantee and its successors and assigns in and to the Water Right.
8. The terms, conditions, covenants, burdens and benefits set forth herein are intended to be and are real covenants burdening the Property for the benefit of Grantee and Grantee's successors and assigns in ownership of the Water Right,

running with the Property, and being enforceable against Grantor and its successors and assigns in ownership of the Property for the benefit of the Grantee and its successors and assigns in ownership of the Water Right.

9. The terms and conditions of this Covenant and the real covenants given and easement granted herein are perpetual and will not expire unless specifically released in writing by Grantee or its successor or assign in ownership of the Water Right.
10. Grantee shall record this Covenant in the real property records of the Weld County Clerk and Recorder.

[Signatures on following page]

The Town of Windsor

Date: _____

By _____

John Vasquez, Mayor

(Add additional Attestations and approvals as to form etc. as required)

Carestream Health, Inc.

Date: January 24, 2016

By  _____
[add name and title]

Richard J Jebo, Chief Supply Chain and Logistics Officer

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____ 2015, by John Vasquez, Mayor, Town of Windsor, Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____ 2015, by _____ as _____ for Carestream Health Inc.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Windsor Lake

Map #2 - Easements in Carestream-owned System

Line Legend:

- Purple - Broe Easement - carry New Cache Shares
- Yellow - Opco Easement - carry New Cache and Fossil Res Shares
- Green - Carestream owned - Davis Drain portion
- Red - Carestream owned - Consolidated Law portion
- Light Blue - Carestream owned - combined Davis and Law

Greeley No. 2 Canal

392 Weid County Road 68

23

Windsor

Confluence of Davis Ditch with Consolidated Law

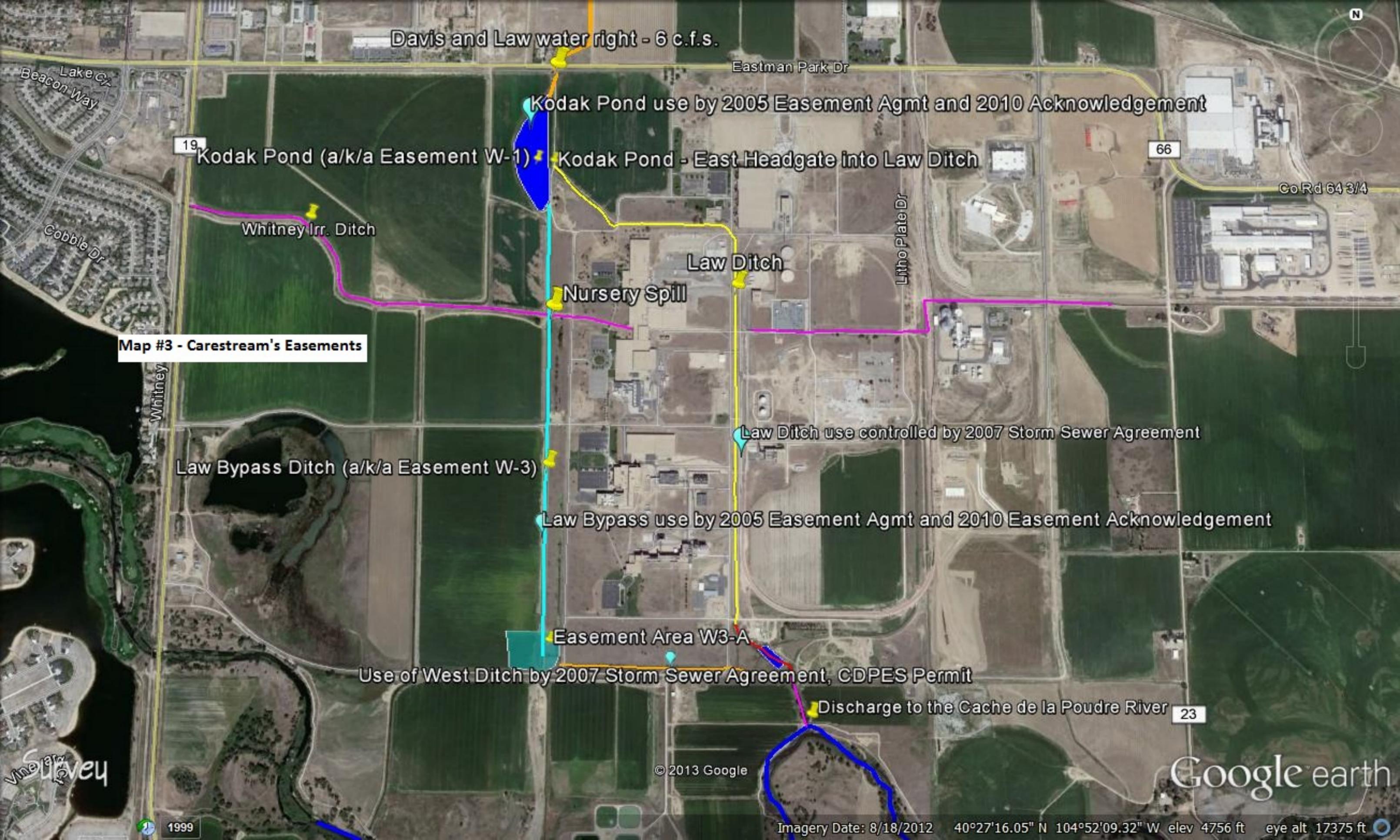
Davis and Consolidated Law Ditch system

Survey

© 2013 Google

Kodak Pond

Google earth



Davis and Law water right - 6 c.f.s.

Eastman Park Dr

Kodak Pond use by 2005 Easement Agmt and 2010 Acknowledgement

19 Kodak Pond (a/k/a Easement W-1)

Kodak Pond - East Headgate into Law Ditch

66

Co Rd 64 3/4

Lake Cr
Beacon Way

Cobble Dr

Whitney Irr. Ditch

Law Ditch

Litho Plate Dr

Nursery Spill

Map #3 - Carestream's Easements

Law Ditch use controlled by 2007 Storm Sewer Agreement

Law Bypass Ditch (a/k/a Easement W-3)

Law Bypass use by 2005 Easement Agmt and 2010 Easement Acknowledgement

Easement Area W3-A

Use of West Ditch by 2007 Storm Sewer Agreement, CDPES Permit

Discharge to the Cache de la Poudre River

23

Vine Survey

© 2013 Google

Google earth

1999

Imagery Date: 8/18/2012 40°27'16.05" N 104°52'09.32" W elev 4756 ft eye alt 17375 ft



New Law Ditch alignment

Old Law Ditch alignment

Legend
Parcels

Notes

--



1: 7,199



NAD_1983_HARN_StatePlane_Colorado_North_FIPS_0501_Feet

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Date Prepared: 3/23/2016 3:34:24 PM

TOWN OF WINDSOR

RESOLUTION NO. 2016-17

A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE TOWN OF WINDSOR AND CARESTREAM HEALTH, INC., FOR THE ACQUISITION OF CERTAIN ASSETS IN THE DAVIS AND LAW WATER SYSTEM

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

WHEREAS, the Town has undertaken the Law Pre-disaster Mitigation Project (“Project”), the purpose of which is to protect persons and property from the devastating effects of stormwater events; and

WHEREAS, significant funding for the Project has been provided through state and federal grants, which require completion of the Project by certain deadlines; and

WHEREAS, the designed alignment of the Project requires the relocation of certain portions of the John Law Ditch, the water rights to which are in part owned by Carestream Health, Inc. (“Carestream”); and

WHEREAS, the timely consent of Carestream was required for the Project to remain on-schedule; and

WHEREAS, in consideration for Carestream’s consent to relocation of certain portions of the John Law Ditch, the Town has negotiated the attached Agreement with Carestream, incorporated herein by this reference as if set forth fully, under which certain Carestream assets will be accepted by the Town; and

WHEREAS, the Town Board has reviewed the attached Agreement, and has concluded that the interests of the public are promoted by its terms; and

WHEREAS, the Town Board wishes to approve the attached Agreement and authorize the Mayor to execute it; and

WHEREAS, the Town Board wishes to expressly authorize the Town Manager to execute any and all further documents necessary to close the transaction, including deeds, assignments, leases and easements.

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

1. The attached Agreement between the Town of Windsor, as purchaser, and Carestream Health, Inc., as Seller, is hereby approved.
2. The Mayor is hereby authorized to execute the Agreement on the Town's behalf.
3. The Town Manager, Kelly E. Arnold, is hereby authorized to execute any documents necessary to close the transaction represented by the attached Agreement, including any deeds, assignments, leases and easements.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 28th day of March, 2016.

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



MEMORANDUM

Date: March 28, 2016
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk/Assistant to the Town Manager
Re: Resolution Regarding Adoption of a Water Conservation Plan
Item #: C.3.

Background / Discussion:

Colorado Revised Statute 37-60-126, prompted by the Water Conservation Act of 2004, declares that water providers delivering over 2,000 acre-feet of water are required to carry a State approved Water Conservation Plan on file with the Colorado Water Conservation Board (CWCB) Office of Water Conservation and Drought Planning. In response to this statute, the Town of Windsor, in conjunction with Clear Water Solutions, Inc. comprised the 2008 Water Conservation Plan that was adopted by the Town Board, accepted by CWCB and implemented by the Town of Windsor.

An updated Water Conservation Plan is required to be submitted every seven years; this update will keep Windsor compliant with the Water Conservation Act and will also allow Windsor to continue to receive grants and loans through CWCB. Windsor's updated Plan is entitled *2015 Municipal Water Efficiency Plan*. The Plan is designed to promote the efficient consumption of all water usage; the goal of the Plan is to encourage the beneficial use of our water resources which will help support a future water supply.

Staff began working with Clear Water Solutions in May 2015 on this effort which included a grant submittal to CWCB for funding to complete the Plan. The Town received a grant in the amount of \$40,634 with the Town matching \$10,451 in in-kind services and \$3,200 cash.

The Draft Plan was presented to the Town Board at the January 4, 2016 work session and comments related to the Plan are being addressed or are included in the document. Items of note include:

- Acknowledgement of Strategic Plan Goal 1.E. - Lead through stewardship of Natural Resources
- Addition of the tiered rates on utility bills during the summer months
- Rebate programs – options will be recommended during 2017-2018 budget discussions
- Water Audit Kits – will be distributed to Windsor residents at summer events

The timeline for the Plan is as follows:

- March 28, 2016: Town Board adopts Plan
- March 29, 2016: Clear Water Solutions submits Plan to CWCB
- 2016: CWCB approves final Plan (up to 90 days)
- 2016 and 2017: Budget & program planning

Financial Impact:

The matching funds for the grant were included in the 2015 & 2016 Water Fund. The funding of Water Efficiency Activities included in the Plan will be addressed in future budgets. Grant funds can be pursued for conservation activities that are identified in the Plan.

Relationship to Strategic Plan:

Goal 1.E. Lead through stewardship of natural resources.

Recommendation:

Staff recommends approval of Resolution No. 2016-18.

Attachments:

- Resolution No. 2016-18 – A Resolution of the Town of Windsor Regarding Adoption of a Water Conservation Plan
- 2015 Municipal Water Efficiency Plan Update

TOWN OF WINDSOR

RESOLUTION NO. 2016-18

A RESOLUTION OF THE TOWN OF WINDSOR REGARDING ADOPTION OF THE TOWN OF WINDSOR 2015 MUNICIPAL WATER EFFICIENCY PLAN UPDATE

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

WHEREAS, the Windsor Town Board recognizes the importance of conserving water and improving water use efficiency; and

WHEREAS, under Sec. 37-60-126, CRS, prompted by the Water Conservation Act of 2004, water providers delivering over 2,000 acre feet or more per calendar year are required to develop, adopt, and make publicly available and implement a water use efficiency plan; and

WHEREAS, on March 23, 2009, the Town Board adopted Resolution No. 2009-22 implementing the Town of Windsor water conservation plan; and

WHEREAS, the Board desires to adopt an updated water conservation plan, “Town of Windsor 2015 Municipal Water Efficiency Plan Update” (Plan) that will describe the role of water use efficiency in the Town’s water supply planning; and

WHEREAS, the Plan was presented for review and comment at a Town Board Work Session held on January 4, 2016; and

WHEREAS, a notice announcing the availability of the Plan for public review and comment was published on January 8, 2016 in the Greeley Tribune and the Plan was publicly available for a period of not less than sixty (60) days, commencing on January 8, 2016 and concluding March 11, 2016.

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

1. The attached Town of Windsor 2015 Municipal Water Efficiency Plan Update is hereby approved and accepted.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 28th day of March, 2016.

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk



TOWN OF WINDSOR

2015 MUNICIPAL WATER EFFICIENCY PLAN UPDATE



*clear***WATER***solutions*
water rights • planning • engineering

8010 S. County Road 5, Ste. 105 Windsor, Colorado 80528
(T) 970.223.3706 (F) 970.223.3763
www.clearwatercolorado.com

EXECUTIVE SUMMARY

The Town of Windsor, Colorado, (Town *or* Windsor) is a growing Northern Colorado community located a little over 50 miles north of Denver. The town limits of Windsor cover an area of approximately 25.3 square miles. The footprint of Windsor's Water Service Area, however, is a slightly different area of approximately 28.9 square miles and is shown in **Figure 1.1a, Section 1.0**. In 2014, the Town provided water to approximately 14,520 people. Future resident population for the Water Service Area is estimated to grow to 18,587 by the year 2024.

Windsor has developed a Municipal Water Efficiency Plan (Plan) update in accordance with the Water Conservation Act of 2004 and to meet the provisions of Colorado Revised Statute section 37-60-126. As part of CRS 37-60-126, a State-approved Plan will qualify Windsor for funding from the Colorado Water Conservation Board (CWCB) and the Colorado Water Resources and Power Development Authority for water supply and delivery projects.

The Town receives its treated water from three separate water providers, Fort Collins-Loveland Water District (FCLWD), North Weld County Water District (NWCWD), and the City of Greeley (Greeley). Windsor is responsible for acquiring its own raw water supplies, which it transfers to the water suppliers on an annual basis for treatment and delivery. For the water supplies that are transferred, the Town owns units of water of the Colorado-Big Thompson (C-BT) Project and shares in the North Poudre Irrigation Company. The treated water that Windsor receives at the master meters from FCLWD, NWCWD, and Greeley is then distributed to the Town's customers through over 125 miles of pipelines. Windsor also owns shares in several ditch companies which the Town uses for non-potable irrigation of several of the Town parks and open spaces. The irrigation system is separate from the treated water system.

In 2014, Windsor's customers utilized approximately 1,825 acre-feet (AF) of treated water. The Town is expected to increase its annual water demand through new growth to approximately 2,754 AF of treated water over the planning period which extends to 2024. Water savings from this water conservation planning effort is estimated to save a possible 2,306 AF over the planning period. The savings from this planning effort will make a considerable contribution toward the water supplies needed to serve the 2024 demand.

This report documents Town's water system, past and future water use, and the water efficiency planning process used in accordance with CWCB's Municipal Water Efficiency Plan Guidance Document.

Past and Current Water Efficiency Activities

Windsor has implemented a variety of water efficiency activities since 2003, which is prior to when the Town's first Water Conservation Plan was prepared. In the 2008 Water Conservation Plan, the Town implemented additional activities. The water efficiency activities that have been historically implemented are shown in **Table ES-1**.

Table ES-1: Windsor's Existing and On-going Water Efficiency Activities

Selected Water Efficiency Activities	Approximate Date of Implementation [a]
Foundational Activities	
<i>Meter Testing and Replacement</i>	2009
<i>Meter Upgrades [b]</i>	2009
<i>Frequency of Meter Reading [c]</i>	2007
<i>Tracking Water Use by Customer Type [c]</i>	2007
<i>Volumetric Billing [c]</i>	2007
<i>Water Rate Adjustments [c]</i>	2007
<i>Frequency of Billing [c]</i>	2007
<i>Inclining/Tiered Rates [d]</i>	2003
<i>System Wide Water Audits</i>	2008
<i>Leak Detection and Repair [d]</i>	2003
<i>Water Line Replacement Program</i>	Unknown
<i>Integrated Water Resources Plans [c]</i>	2007
<i>Master Plans/Water Supply Plans</i>	2008
<i>Capital Improvement Plans</i>	2007
<i>Parks and Open Space Meters</i>	2008
Targeted Technical Assistance and Incentives	
<i>Indoor Audits [e]</i>	Unknown
<i>Xeriscape [d]</i>	2003
<i>Parks and Open Space Rain and ET Sensors</i>	2009
<i>Give-aways</i>	2013
Ordinances and Regulations	
<i>Water Waste Ordinance [d]</i>	2003
<i>Time of Day Watering Restriction</i>	2007
Education Activities	
<i>Combined Educational Activities (Bill Stuffers, Newsletters, Newspaper Articles, Mass Mailings, Website, Social Networking) [d]</i>	2003
<i>K-12 Teacher and Classroom Education Programs [d]</i>	2003
<i>Interactive Websites</i>	2013
<i>Citizen Advisory Boards</i>	1978
<i>Xeriscape Demonstration Garden [d]</i>	2003
[a] Implemented activities have continued through the present day unless otherwise noted. [b] No additional upgrades since upgrading to Orion. [c] These activities were mentioned in the 2008 WCP as already existing, so they were likely started prior to 2007 when the planning process began. [d] Implemented as a result of the 2002 Drought [e] Audits are currently conducted for Town facilities only.	

Despite the resources available to estimate water savings, the savings of some activities, such as those that are highly dependent on human behavior (e.g. public education programs) are much more difficult to quantify and, in many cases, cannot be estimated with reasonable accuracy. Additionally, data was not collected for many activities. For the activities that we were unable to quantify, demand data was used to estimate savings. The water savings from the Town's efforts since the 2008 WCP are presented in **Table ES-2**. This table shows a savings over the projected overall water use as well as savings evident on a per tap basis. The Town has saved an average of over 12 percent from their projected water use and has saved an average of 11 percent on a per tap basis.

Table ES-2: Water Savings Estimates

Year	Estimated Total Number of Taps (2008 WCP)	Actual Number of Taps	Estimated Use (2008 WCP) (AF)	Actual Water Use (AF)	% Savings Water Use	AF/Tap (from 2008 WCP)	Actual AF/Tap	% Savings per Tap
2008	4,629	4,740	1,839	1,749	4.9%	0.40	0.37	7.1%
2009	4,768	4,937	1,886	1,609	14.7%	0.40	0.33	17.6%
2010	5,006	4,952	1,967	1,817	7.6%	0.39	0.37	6.6%
2011	5,256	5,064	2,052	1,773	13.6%	0.39	0.35	10.3%
2012	5,519	5,239	2,142	2,033	5.1%	0.39	0.39	0.0%
2013	5,795	5,634	2,236	1,772	20.7%	0.39	0.31	18.5%
2014	6,085	5,741	2,335	1,825	21.8%	0.38	0.32	17.1%
Average					12.6%			11.0%

Related to the activities listed previously in **Table ES-1** and the savings evident in **Table ES-2**, **Figure ES-1** further illustrates an overall water efficiency trend. The population of Windsor has had a steady and high increase over the past 16 years of over six percent. Although the gallons per capita per day (GPCD) water usage has varied considerably year to year, the per capita usage has had a downward trend. Much of the variability in the water usage can easily be linked to the yearly fluctuations in temperature and precipitation. The downward trend in usage, however, is a clear indication of the water savings that has likely occurred because of the various water efficiency activities incorporated by the Town. The total usage of water has experienced a much smaller increase (less than three percent) versus the overall six percent in population increase.

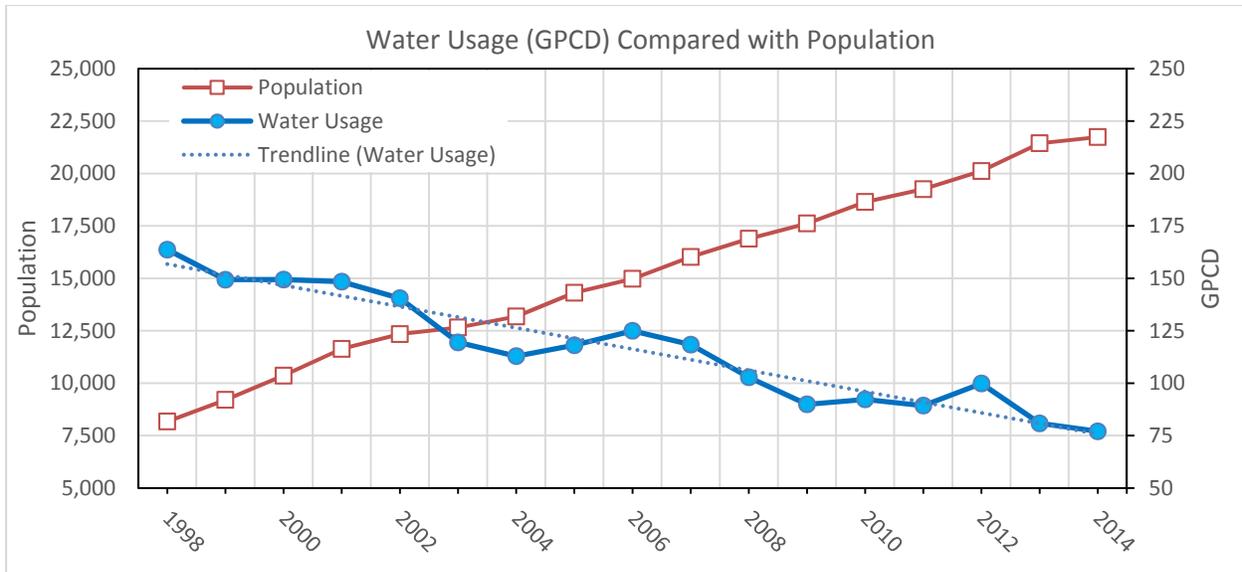


Figure ES-1: Per Capita Water Usage (GPCD) Compared with Population

A preliminary set of goals have been developed prior to the selection of the water efficiency activities to provide a means to screen and evaluate the selected activities. Goals from the Town’s 2008 WCP were assessed and incorporated into the new goal development process.

A meeting was initially held with Town Staff to discuss water efficiency goals appropriate for Windsor. The following preliminary goals were established by Staff:

- In keeping with the savings goal established in Windsor’s 2008 WCP, the targeted water savings goal for this Plan will be to lower the total per capita water use by 10% over the ten-year planning period.
- The targeted ten-year water reduction goals for the following customer categories were as follows:
 - In Town
 - Residential: 12.0%
 - Business: 5.0%
 - Industrial: 5.0%
 - School: 5.0%
 - Church: 5.0%
 - Out of Town
 - Residential: 12.0%
 - Business: 3.0%
 - Church: 3.0%
 - Dual System
 - Residential: 12.0%
 - Business: 5.0%
 - Landscape Only: 10.0%
 - Non-Revenue Water: 1.0%

- To develop a water efficiency program that can be implemented within Town staffing constraints and with Staff approval.
- To implement water efficiency activities that are compatible with the community and their Town Board representatives.

The success of the stated goals will be measured through monitoring of billing data, screening and evaluating activities that are acceptable to Town Staff, and soliciting Town Board and community feedback on water efficiency activities.

Windsor used a four-phase process for selecting and fully evaluating water efficiency activities. The four phases included: 1) assessment; 2) identification; 3) qualitative screening; and 4) evaluation and selection.

The initial screening of the water efficiency activities with Town Staff resulted in selecting 25 candidate activities for further evaluation. Eliminated activities may be reevaluated with future planning efforts. Some of the activities were combined within their SWSI Levels Framework to assist in evaluation and avoid double counting savings. The second screening was accomplished by evaluating each activity based on the following criteria: Applicability to the Town of Windsor, Moderate to high potential reduction of water use, and Town Board and Town resident support and acceptance. Of the 25 original activities evaluated, 23 of those activities were chosen for implementation. The Water Budgets activity was combined into a hybrid with Water Efficient Rate Structure with Regular Updates, and the following measure was eliminated in the second screening process:

- Turf Replacement Incentives

The final 22 activities chosen are as follows:

- Meter Testing and Replacement Program
- System Wide Water Audits
- Control of Apparent Losses (with Metering)
- Automatic Water Meter Reading Installation and Operations
- Water Efficient Rate Structure/Water Budgets with Regular Updates
- Leak Detection and Repair Program
- Water Line Replacement Program
- Master Plans/Water Supply Plans
- Slow the Flow Residential Irrigation Audits
- Indoor Residential Water Audits
- Pre-Rinse Spray Valve (PRSV) Upgrades
- Residential and Commercial Ultra High-Efficiency Toilet Upgrade Service or High-Efficiency Toilet Rebate Program
- Rebate for Evapotranspiration (ET) Irrigation System Controllers
- High Efficiency Clothes Washer Rebate
- Give-Aways: Residential Water Audit Kits

- Water Waste Ordinance
- Time of Day Watering Restrictions
- Landscape Design Ordinances and Restrictions
- Town Facility Requirements
- General Educational Activities (Bill Stuffers, Newsletters, Newspaper Articles, Mass Mailings, Website (*water efficiency, interactive links, and other information*), Water Fairs, K-12 Teacher and Classroom Education Programs, Social Networking (*e.g., Facebook and Twitter*), Citizen Advisory Boards)
- Xeriscape Demonstration Garden
- Landscape Design (Xeriscape) and Maintenance Classes
- Garden in a Box

Table ES-3 compares the anticipated water savings from the selected activities with the original goals and then adjusts the water savings goals for this Plan update. Over the ten-year planning period, the selected activities could potentially provide an overall water savings of 2,306 AF. The adjusted goals reflect what is believed to be obtainable by the Town’s Staff. After the goals were adjusted to reflect the expected water savings, the estimated water use reduction is 9.3%. Therefore, Windsor will target an overall reduction from their forecasted water use by 9.3% over the planning period because of implementation of this Plan.

Table ES-3: Water Efficiency Goals Comparison

Water Use Categories:	Total Projected Water Use (2015 to 2024) (AF)	Reduction Goals for Planning Horizon		Adjusted Reduction Goals for Planning Horizon	
		(%)	(AF)	Total Water Savings from Activities (AF)	Resulting Reduction (%)
In Town Residential	12,023	12.0%	1,443	1,394	11.6%
In Town Business	1,743	5.0%	87	92	5.3%
In Town Industrial	2,519	5.0%	126	136	5.4%
In Town School	221	5.0%	11	15	7.0%
In Town Church	79	5.0%	4	3	4.3%
Out of Town Residential	31	12.0%	4	4	13.1%
Out of Town Business	5	3.0%	0.15	0.18	3.8%
Out of Town Church	1	3.0%	0.03	0.03	3.0%
Dual System Residential	4,342	12.0%	521	381	8.8%
Dual System Business	209	5.0%	10	13	6.4%
Landscape Only	1,774	10.0%	177	141	7.9%
Non-Revenue Water	1,757	1.0%	18	126	6.6%
Total Water Supply:	24,704				
Total Demand Reduction:			2,401	2,306	
Total Percent Reduction:			9.7%		9.3%

Implementation and Monitoring Plan

The implementation plan defines the process necessary to carry out the selected water efficiency activities. Monitoring types of demand data can be beneficial in tracking the savings generated from implementing a water efficiency plan. Windsor monitors total treated water produced on a daily basis. Other categories of raw and treated water and customer accounts are monitored on a monthly and annual basis.

The demand data which will be collected during the monitoring period of the Plan is presented in **Table ES-4**. Patti Garcia (Town Clerk and Assistant to the Town Manager) will be chiefly responsible for coordinating and delegating to implement this Plan. The Town also realizes that the most successful Plan is one that involves a team effort from many staff, other key personnel, and sometimes assistance outside of Town employees.

Table ES-4: Selection of Demand Data for Efficiency Plan Monitoring

Monitoring Data	HB 10-1051 Reporting Requirement				Selection			
	Annual	Monthly	Bi-Monthly	Daily	Annual	Monthly	Weekly	Daily
Total Water Use								
Total treated water supplied (metered at wholesale suppliers master meters)					X	X	X	X
Total treated water delivered (sum of customer meters)	√				X	X		
Raw non-potable deliveries (Parks and Open Space)					X	X		
Reclaimed water produced								
Reclaimed water delivered								
Per capita water use					X			
Indoor and outdoor treated water deliveries					X			
Treated water peak day produced								
Reclaimed water peak day produced								
Raw water peak day produced/delivered								
Non-revenue water	√				X			
Water Use by Customer Type								
Treated water delivered		√			X	X		
Raw non-potable deliveries (Parks and Open Space)					X	X		
Reclaimed water delivered								
Residential per capita water use					X			
Unit water use (e.g. AF/account or AF/irrigated acre)					X			
Indoor and outdoor treated water deliveries					X			
Large users					X	X		
Other Accounting for Substitute Water Supply Plans					X	X	X	

Monitoring Data (cont.)	HB 10-1051 Reporting Requirement				Selection			
	Annual	Monthly	Bi-Monthly	Daily	Annual	Monthly	Weekly	Daily
Other Demand Related Data								
Irrigated landscape (e.g. AF/acre or number of irrigated acres)					X			
Precipitation					X	X		
Temperature					X	X		
Evapotranspiration					X	X		
Drought index information					X			
Economic conditions					X			
Population					X	X		
New taps					X	X		

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INTRODUCTION

The Town of Windsor is a growing Northern Colorado community located a little over 50 miles north of Denver. The Town is surrounded by the much larger communities of Fort Collins to the west, Loveland to the southwest, and Greeley to the southeast. Windsor was founded in 1882 and incorporated in 1890; the Town just celebrated its 125th Anniversary in 2015. Windsor's roots are in agriculture, but in the 1950s its economy began to expand into manufacturing and other sectors as well. With the high growth along the northern Front Range, Windsor has grown in its economic diversity as well as providing a stable community for people working within Town limits and in the surrounding municipalities.

Windsor has an active community and Town Board that is highly vested in providing an exciting, healthy, and family-oriented lifestyle. Windsor Vision 2025 emphasizes land and growth management that enhances residential, commercial, and recreational diversity and ensures that the growth is sustainable. Related to this, the Town has also included a goal in their Strategic Plan to “Lead through the stewardship of natural resources” which supports the water conservation efforts.

The town limits of Windsor cover an area of approximately 25.3 square miles. The footprint of Windsor's Water Service Area, however, is a slightly different area of approximately 28.9 square miles and is shown in **Figure 1.1a**, Section 1.0. The Town of Windsor receives its treated water from three separate water providers, Fort Collins-Loveland Water District (FCLWD), North Weld County Water District (NWCWD), and the City of Greeley. Windsor is responsible for acquiring its own raw water supplies, which it transfers to the water suppliers on an annual basis for treatment and delivery.

A portion of Windsor's residents within the Town's current boundary and future growth area is not served by the Town of Windsor Water Division. Residents in Larimer County are served by FCLWD, and residents in portions of the northern Town boundary and future growth area are served by NWCWD.

Windsor is committed to optimizing its water supplies and system through practical water conservation practices. The benefits may include delaying the purchase of costly water supplies and infrastructure upgrades and reducing wastewater flows and treatment. The purpose of this Water Efficiency Plan is to guide Windsor in the process of water efficiency planning and implementation. The planning horizon for this plan is ten years, from 2015 to 2024.

Windsor has made a number of efforts in the last 15 years to improve their water use efficiency and have implemented a number of steps and programs

throughout that time. A Water Conservation Plan (2008 WCP) was completed in May 2009. The 2008 WCP outlined several water efficiency activities that were implemented as early as 2003 (several years prior to the 2008 WCP) and have continued ever since.

In efforts to be as proactive as possible, Windsor has also completed other water related plans including a Water Rate Study in 2011 (2011 WRS), a Non-Potable Water Master Plan in 2010 (2010 NPWMP), and a Potable Water Master Plan in 2009 (2009 PWMP). Each of these plans, in conjunction with each other and the current Plan, have helped and will continue to assist the Town to supply its residents and businesses with water at a reasonable value.

In this Plan update, the Town of Windsor will perform the five steps of municipal water efficiency planning as outlined in the Municipal Water Efficiency Plan Guidance Document (Guidance Document); 1) profile of existing water supply system, 2) profile of water demands and historical demand management, 3) integrated planning and water efficiency benefits and goals, 4) selection of water efficiency activities, and 5) implementation and monitoring plan. The Town has made many proactive conservation efforts to date and will continue this commitment into the future.

Several documents were reviewed and utilized to develop this Municipal Water Efficiency Plan (MWEF or Plan) update. The Colorado Water Conservation Board (CWCB) *Municipal Water Efficiency Plan Guidance Document* was used as a guide to develop this plan. The 2008 WCP, 2009 PWMP, 2010 NPWMP, 2011 WRS, and the 2015 Town of Windsor Comprehensive Plan (currently in progress) were used for comparisons to previous goals, past and current implementations, and future projections. Windsor's website and Facebook pages were also used for additional information to help in this planning effort. There are many acronyms, terms, and terminology that are commonly used in water efficiency and water planning, and some additional terms are common in this geographical area; a list of terms and their meanings is included in **Appendix A**.

SECTION 1.0 – PROFILE OF EXISTING WATER SUPPLY SYSTEM

1.1 Overview of Existing Water Supply System

Service Area

The Town of Windsor is approximately 50 miles north of the Denver Metropolitan area and is centrally located between the cities of Fort Collins, Loveland, and Greeley. Although the Town's western boundaries extend into Larimer County, Windsor's potable Water Service Area is located entirely within Weld County as shown in **Figure 1.1a**. The northernmost boundary of the service area is Weld CR 74; the westernmost boundary is the Larimer-Weld County Line Road (also known as Colorado Boulevard or WCR 13); the southernmost boundary is Highway 34; and the easternmost boundary is approximately half way between County Roads 23 and 25. The service area covers approximately 28.9 square miles.

The population that is served by the Town's water supply is estimated to be smaller than the Town's population. The water service population is estimated at 14,883 for 2015; the Town's overall population is estimated at 22,391 for the same year. The Town grew at a rapid rate in the 1990s, almost doubling its population. The growth has tapered off since 2002 with a similar slowdown in growth along the Front Range; Windsor's growth, however, remains higher than surrounding areas. The average growth rate over the last ten years is five percent. The Town considers building permits issued when estimating population. These can be higher than U.S. Census Bureau numbers. Both methods provide a good description of population trends for the Town, and the number of building permits issued gives an indication of the near future growth. The historical population from 2010 – 2015 of the Town and its Water Service Area are presented in **Table 1.1a**.

Table 1.1a: Town and Water Service Population (2010 – 2015)

Year	Population	Change in Population	Population Growth	Water Service Area Population
2010	18,644	1,025	6%	12,502
2011	19,255	611	3%	12,776
2012	20,119	864	4%	13,229
2013	21,441	1,322	7%	14,266
2014	21,739	298	1%	14,520
2015 ^[1]	22,391	652	3%	14,883

[1] Estimates at the time of Plan research

Some of the Town residents in the northern reaches receive their water supply directly from NWCWD. All residents west of the Larimer-Weld County Line (WCR 13) receive their supply directly from FCLWD. It is estimated that

approximately 30 to 35 percent of the population of Windsor receives their water supply directly from one of these other water providers. These residents are not included in any past or future water use presented in this report. The Town hopes to partner with NWCWD and FCLWD for potential water efficiency activities even though these partnerships would not directly affect Windsor’s water savings.

Water Supply

Windsor currently does not operate a water treatment plant and is a wholesale purchaser of potable water. As mentioned previously, the Town’s supply for potable water comes from three sources: FCLWD, NWCWD, and the City of Greeley. Long-term contracts with these water providers establish the terms of service including amount, duration, and payment. Windsor owns its water rights for raw water and turns needed water over to the providers each year for treatment and delivery. A surcharge of water is required in addition to the projected use for each year to cover losses from treatment and delivery to Windsor. **Table 1.1b** shows the contracted flow from each water supplier.

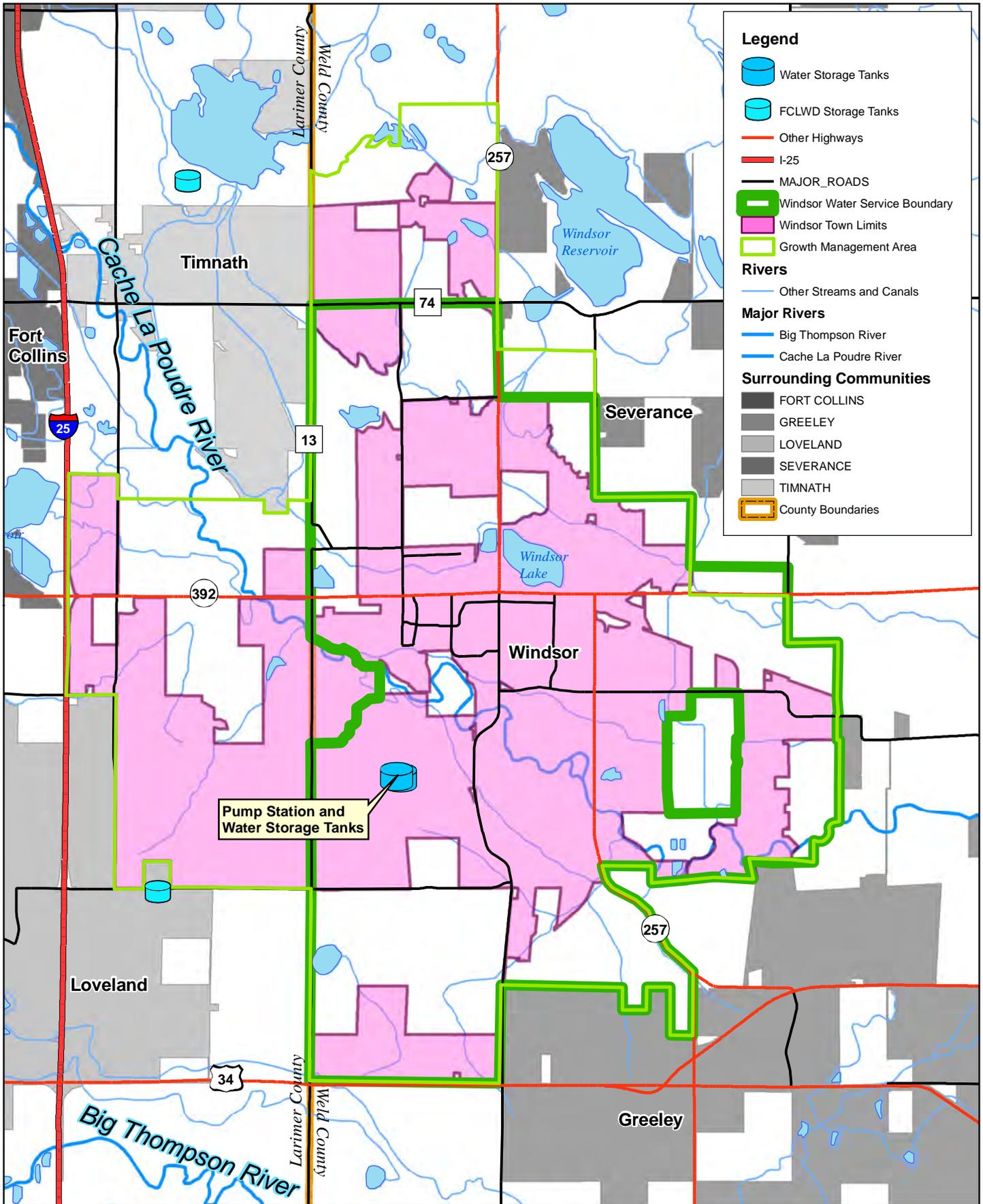
Currently Windsor does not supply reclaimed water. The dual systems within the Town obtain the non-potable water from a different provider. Some additional detail will be included about non-potable water later in the report.

Table 1.1b: Contracted Flow from Suppliers

Name of Supplier	Annual Contracted Flow (Million Gallons per Year)
FCLWD	110
NWCWD (existing)	120 - 368
NWCWD (future)	120 - 1,800
Greeley	130 - 197

Key Existing Facilities

Windsor has two treated-water storage tanks with a total capacity of five million gallons (MG) and a booster pump station that delivers water to elevations above that which can be delivered by gravity. The existing water storage tanks provide water for fire protection, daily operating levels, and emergency water storage. In early 2007, construction of the water booster pump station was completed. The station is located immediately adjacent to Windsor's existing water storage tanks. The pump station is necessary to supply water to future development above elevations of 4,940 feet. The treated water flows by gravity or pump stations from the master meter connections or storage tanks through over 125 miles of pipelines ranging in diameter from two inch to 30 inches. The breakdown of pipe diameters and mileage are shown in **Table 1.1c**.



Legend

- Water Storage Tanks
- FCLWD Storage Tanks
- Other Highways
- I-25
- MAJOR_ROADS
- Windsor Water Service Boundary
- Windsor Town Limits
- Growth Management Area

Rivers

- Other Streams and Canals

Major Rivers

- Big Thompson River
- Cache La Poudre River

Surrounding Communities

- FORT COLLINS
- GREELEY
- LOVELAND
- SEVERANCE
- TIMNATH
- County Boundaries

Pump Station and Water Storage Tanks



Figure 1.1a
TOWN OF WINDSOR
Municipal Water Efficiency Plan



Date: 08/20/2015
 Drawn By: NEA
 Scale: As Shown
 Job No: 15-110

Table 1.1c: Miles of Windsor Distribution System Pipeline

Diameter	Miles
18" to 30"	4.7
10" to 16"	42.4
8"	55.2
6" and below	23.5
Total	125.7

1.2 Water Supply Reliability

Water supply reliability is the ability of the Town's water supplies to meet the needs of its customers during times of stress. The Town of Windsor is located in the South Platte River Basin where the Statewide Water Supply Initiative (SWSI) 2010 identified a 58 percent gap between water needs and water supplies in the Basin by 2050. Water efficiency is one method the SWSI report identified for meeting this gap.

Colorado-Big Thompson Project

The Northern Colorado Water Conservancy District (Northern Water) manages the Colorado-Big Thompson (C-BT) Project which imports an average of 213,000 acre-feet (AF) of water from the Western Slope to the Eastern Slope of the Colorado portion of the Continental Divide. This water provides a supplementary source each year to several public and private water users along the northern Front Range and northeastern Colorado for agricultural, municipal, and industrial uses. Northern Water partitions the water it provides into 310,000 units. The C-BT system has approximately 740,000 AF of gross storage. There is approximately 2.3 times the storage than would be needed to deliver a 100 percent quota. This gives the C-BT system some drought reliability.

In over 50 years of C-BT project operation, the average yield has been 0.73 AF per unit and the commonly used average quota is 70 percent. The yield has never been less than 0.50 AF per unit (50 percent quota) or more than 1.0 AF per unit (100 percent quota). The historical annual quota established by the Northern Water Board is shown on the following **Figure 1.2a**. **Table 1.2a** shows Windsor has a firm C-BT yield of 1,953.5 AF (not including North Poudre Irrigation Company (NPIC) shares).

Northern Water defines a C-BT annual carryover program (ACP) to C-BT Allottees, which allows C-BT owners to carry over unused C-BT units from the previous year to the following year. Per Northern Water Annual Carryover Program Procedures:

"As with past carryover programs, the District Board, staff, and counsel will review the advantages and consequences of the ACP on a continuing basis. And while the Board recognizes the Program's benefit to many C-BT allottees, it may modify or discontinue the ACP at any time." –NorthernWater.org, accessed February 2015

Considering this procedure, a 50 percent quota is what most water providers use as the firm yield for C-BT units.

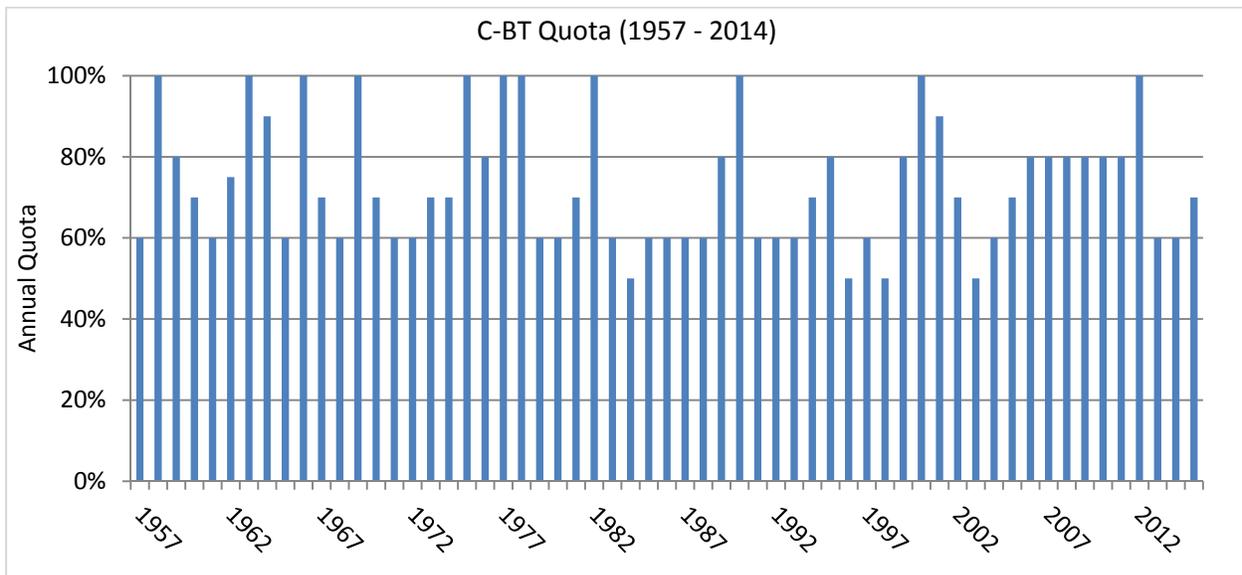


Figure 1.2a: Historical C-BT Quota

Table 1.2a: Windsor’s Current Water Supply Firm Yield

Water Source	Shares or Units	Average Yield per Share (AF)	Firm Yield per Share (AF)	Total Average Supply (AF)	Total Firm Supply (AF)	Notes
Potable Sources						
Colorado-Big Thompson Project - Fixed Quota	2,101.0	0.7	0.5	1,470.7	1,050.5	
Colorado-Big Thompson Project - Variable Quota	1,568.0	0.7	0.6	1,097.6	940.8	
North Poudre Irrigation Company (NPIC)	383.5	2.4	2.0	920.4	767.0	
Non-Potable Sources						
B.H. Eaton Ditch Company	2.0	26		52.0		
Whitney Ditch Company	2.0	33		66.0		
Alluvial Wells				190.0		According to permitted pumping rate
Agricultural component of NPIC	350.5	1.0		350.5		Not available for use; rented to shareholders
Kern Reservoir & Ditch Company	100.0			450.0		

Water Source (cont.)	Shares or Units	Average Yield per Share (AF)	Firm Yield per Share (AF)	Total Average Supply (AF)	Total Firm Supply (AF)	Notes
Non-Potable Sources (cont.)						
Louden Irrigating Canal & Reservoir Company ^[1]	3.0	9.96		29.9		
New Cache La Poudre Irrigating Company ^[1]	3.25	6.64		21.6		
Cache La Poudre Reservoir Company ^[1]	3.5	1.29		4.5		
Totals						
Total Available for Treated Use				3,488.7	2,758.3	
Total Available for Non-Potable Use				1,428.5		

[1] Values for "Average Yield per Share" and "Total Average Supply" are estimates only based on Historical Consumptive Use and do not necessarily represent decreed amounts.

Non-Potable Supply

Native Water Supplies - The Town owns agricultural water rights that divert water from the Cache la Poudre River. These include shares in the following ditch companies: NPIC, B.H. Eaton Ditch Company, Whitney Ditch Company, and Loudon Ditch Company. These water rights are decreed for agricultural uses only and are used to irrigate the Town's parks and open spaces. If there is any excess above the Town's non-potable water demands, the water rights may be rented for agricultural use. The NPIC native portion cannot be physically delivered to Windsor and is therefore always rented back to shareholders within that system.

North Poudre Irrigation Company - NPIC owns 40,000 C-BT units, so its shares include a C-BT portion and a native agricultural portion. The C-BT water is delivered equally among the 10,000 shares within the NPIC system for agricultural, municipal, and industrial use. Delivery of the C-BT portion can be taken anywhere that C-BT units can be delivered, so an entity outside of the NPIC service area can actually own NPIC shares and lease the native portion back to shareholders in the service area. As shown in **Table 1.2a**, Windsor owns 370.5 shares of NPIC that equate to 741.0 AF able to be utilized for potable uses.

Reservoir Storage - Kern Reservoir (also known as Windsor Lake) is located within the municipal limits of the Town of Windsor. As Windsor has grown in recent decades, they acquired all 100 shares in the Kern Reservoir & Ditch Company (KRDC). The Town has completed the change of use court process for all 100 shares to include well augmentation and other municipal uses.

Windsor plans to continue to use KRDC to augment depletions associated with their irrigation wells and to provide augmentation water needed to fulfill a long-term lease

agreement with Front Range Energy. In addition, Windsor will continue to use KRDC water directly for irrigation at additional public facilities and for municipal and recreation uses.

Other Factors that Potentially Impact Water Supply

The C-BT supplies are stored in Lake Granby on the Western Slope of Colorado. Should a fire ever occur in that area, water quality would be a major issue for Windsor and other C-BT Allottees. There is a tremendous amount of beetle kill to trees surrounding Lake Granby, Grand Lake, and other C-BT Reservoirs. This beetle kill poses a potential increase risk of fire. Windsor would be vulnerable to FCLWD's, NWCWD's, and Greeley's abilities to treat large quantities of water degraded from ash and soot runoff. This has been an ongoing issue for other water treatment facilities when fire has been present in a basin used for raw water supply. In addition, East Slope C-BT storage, once segregated from the system to avoid contamination, is not enough storage to meet demands, particularly in a drought.

Windsor's water supplies would also be vulnerable in an extended drought. The Town currently maximizes its carryover each year through Northern Water, but a multi-year drought would likely decrease or eliminate Windsor's carryover account. Over a decade ago, Colorado experienced one its severest water shortages on record during the Drought of 2002. Windsor's implemented a drought contingency plan during 2002, and they were able continue to provide adequate water for its residents. More recently, Colorado experienced another drought that stretched from 2012 through August of 2013; fortunately no drought contingency plan was needed during this second recent shortage, and again, Windsor was able to deliver sufficient water for its residents.

1.3 Supply-Side Limitations and Future Needs

Town System Limitations

The pipelines in the system consist of cast iron in the older part of the system and PVC in the newer areas. The cast-iron mains are slowly being replaced with PVC as their lifespan reaches the end. As mentioned earlier, Windsor maintains over 125 miles of pipeline within their system.

Floods bring particular challenges to water providers like Windsor. In September 2013, the Front Range experienced some the largest rainfall amounts recorded for this area in the last 100 years. The Town witnessed several areas of considerable flooding as can be seen in the collage of photos in **Figure 1.3a**; fortunately they did not sustain any major damage to the potable water supply infrastructure during the recent flood. The southern portions of the Town, however, sit right along the Poudre River which can easily flood again causing potential infrastructure damage in the future.



Figure 1.3a: Various Images of 2013 Flood

Future Water Supply

Increasing pressure on water from population growth along the Front Range has driven the price of water up significantly in the last twenty years. The primary water sources that Windsor is considering for future supply are additional C-BT units, native Poudre River water, and an ongoing Northern Water project called the Northern Integrated Supply Project (NISP).

C-BT Units - In 1963, C-BT water could be purchased for \$35 per unit from farmers that felt they had more water than they could use. Since C-BT water is so versatile, the market value of its shares has increased and is a good indication of the price for municipal water. The market price at the beginning of 2015 was approximately \$26,000 per unit or \$52,000 per AF assuming a 50 percent firm yield. **Figure 1.3b** shows how the price of C-BT units has varied from 1957 to 2015.

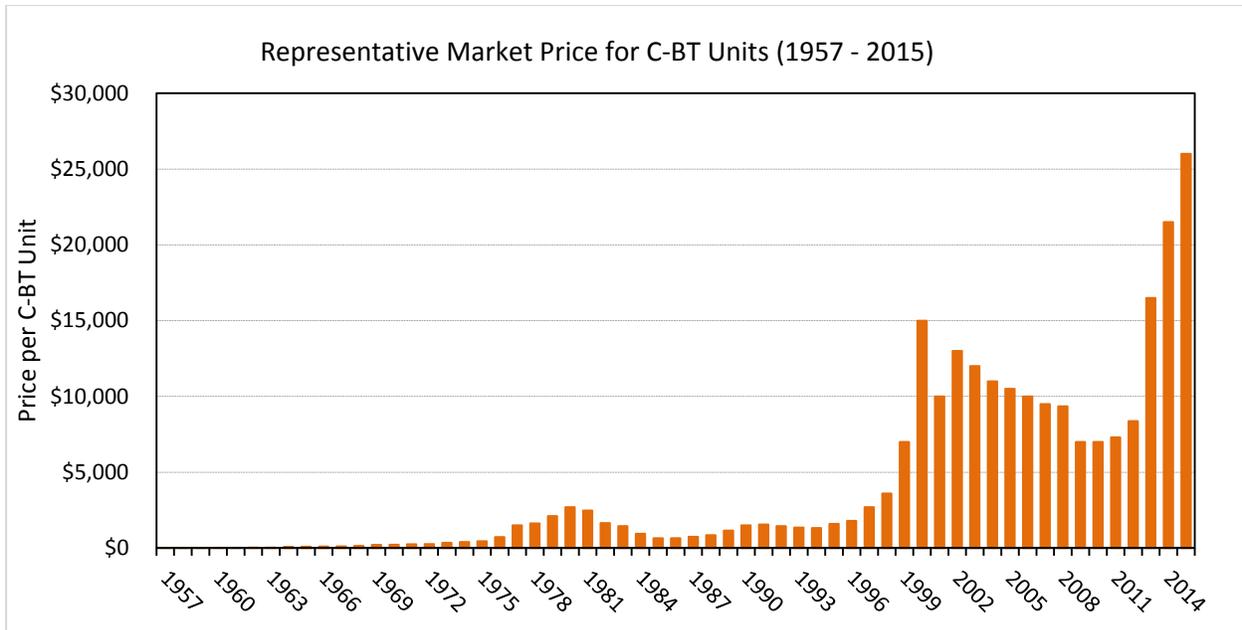


Figure 1.3b: Price of C-BT Units

A key limitation with C-BT water is the fact that it is in great demand and is converting from agricultural (AG) use to municipal and industrial (M&I) use rapidly. The transition is illustrated in **Figure 1.3c**. At this current rate of acquisition, it is projected that few (if any) C-BT units will be available by the year 2040. In the past several years, the oil and gas industry has acquired a significant amount of C-BT water when it goes to the open market. The high demand and limited availability of C-BT water has driven up the price significantly.

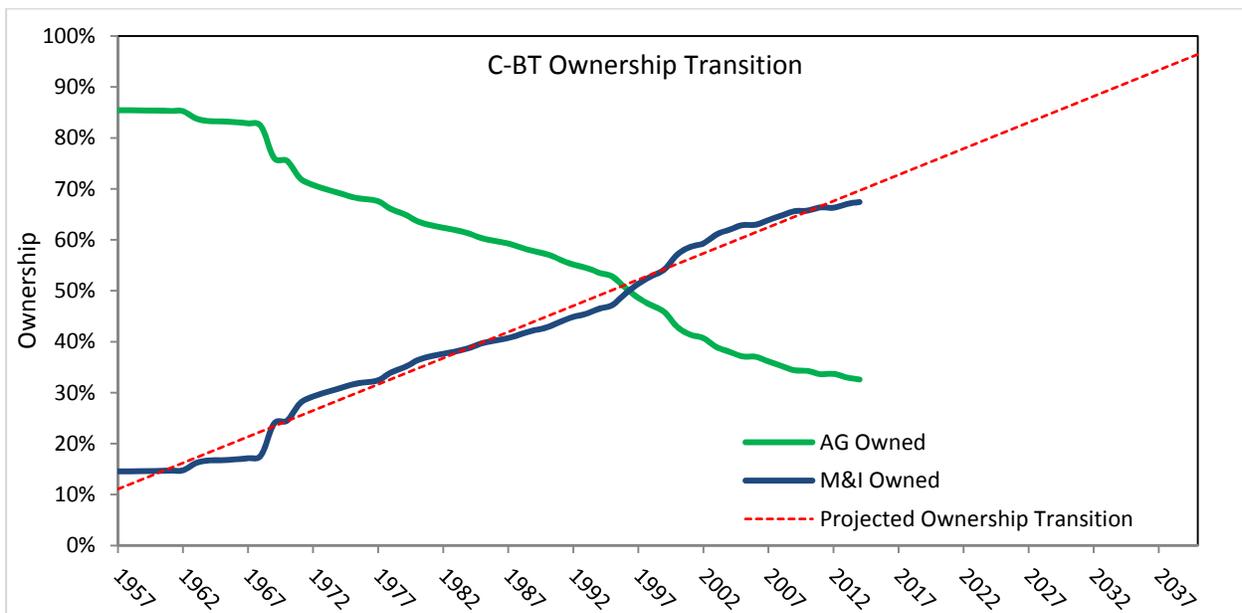


Figure 1.3c: C-BT Ownership Transfer

Potable Water Master Plan - Windsor completed a PWMP in November of 2009. The PWMP focuses on Windsor broadening its water portfolio. Some of these steps include water rights acquisition, clarifying and updating existing agreements, and changing allocation processes in order to meet the needs of the current population as well as plan for future growth. It should be noted that the PWMP does, however, highlight that water conservation is also key to meeting the future needs of Windsor's growing community; the PWMP specifically encourages that funds be budgeted for water efficiency activities.

It is Windsor's policy for new developments in certain areas to build dual systems using the agricultural water that was historically used on that same land. Water used to irrigate outdoor landscaping is therefore provided by native non-potable supplies. In many areas in Colorado, including Windsor, outdoor use can often make up over 40 percent of the total water consumption. Dual systems like these have several benefits; one of the greatest benefits is that the cost and energy to treat and delivery potable water is greatly reduced since less potable water is needed for irrigation purposes.

Non-Potable Water Master Plan - Windsor also completed a NPWMP in March of 2011. The NPWMP focuses on parks and open space irrigation. Much of the NPWMP focuses on wells and consumptive use of the many parks and open space areas of Windsor. The NPWMP does, however, encourage installing more efficient irrigation systems, a measure that will save water in the long run.

Northern Integrated Supply Project - NISP is a regional project that is being financed and will be owned by fifteen municipalities and water districts in northern Colorado. It includes two reservoirs, water rights on the Poudre River, and an exchange with two local ditch companies. NISP is a good example of the kind of projects identified to fill the water need gap described in the SWSI Report. NISP is currently in the National Environmental Policy Act (NEPA) permitting process. Construction of this project will occur only if permits are obtained from the federal government and all NEPA requirements are satisfied. In June 2015, the Army Corps of Engineers released a Supplemental Draft Environmental Impact Statement for NISP. Northern Water is hoping for a final permit decision to be completed by 2017. Windsor is currently participating in NISP, and if the project makes it through the permitting process, the Town will be obligated to pay for its share of the design and construction costs; these are currently estimated at approximately \$12,500 per AF. This will involve a large capital outlay from participating entities in the short term, but will provide water supply well past 2025 for Windsor.

SECTION 2.0 – PROFILE OF WATER DEMANDS AND HISTORICAL WATER EFFICIENCY ACTIVITIES

2.1 Demographics and Key Characteristics of the Service Area

Windsor provides potable and fire protection water to a service area that encompasses approximately 28.9 square miles. The Town provides service to approximately 5,670 taps for various end users. Over the past 20 years, the Town has seen a rapid growth rate that has averaged over 6 percent and has been as high as 12 percent. On the outer boundaries of Windsor, there continues to be the steady shift from a rural setting to a more urban-style development.

The Town breaks its billing system into four larger categories: *In Town*, *Out of Town*, *Dual System*, and *Landscape Only*. Within each of those larger categories, the Town has further divided customers into subcategories. **Table 2.1a** lists the categories and subcategories. Each of the categories will be discussed in more detail in Section 2.2.

Table 2.1a: Windsor’s Customer Categories

Customer Categories
In Town
Residential
Business
Industrial
School
Church
Out of Town
Residential
Business
Church
Dual System
Residential
Business
Landscape Only

2.2 Historical Water Demands

Annual Treated Water

As mentioned previously, Windsor receives its potable water from three sources, FCLWD, NWCWD, and Greeley. **Figure 2.2a** graphically illustrates how the portions of water have been supplied for the Town since 1998. Prior to 1992, supplies were not broken out into the separate providers. For the last ten years of the potable water provided, NWCWD has supplied an average of

approximately 53 percent, FCLWD has supplied 17 percent, and Greeley has supplied 30 percent.

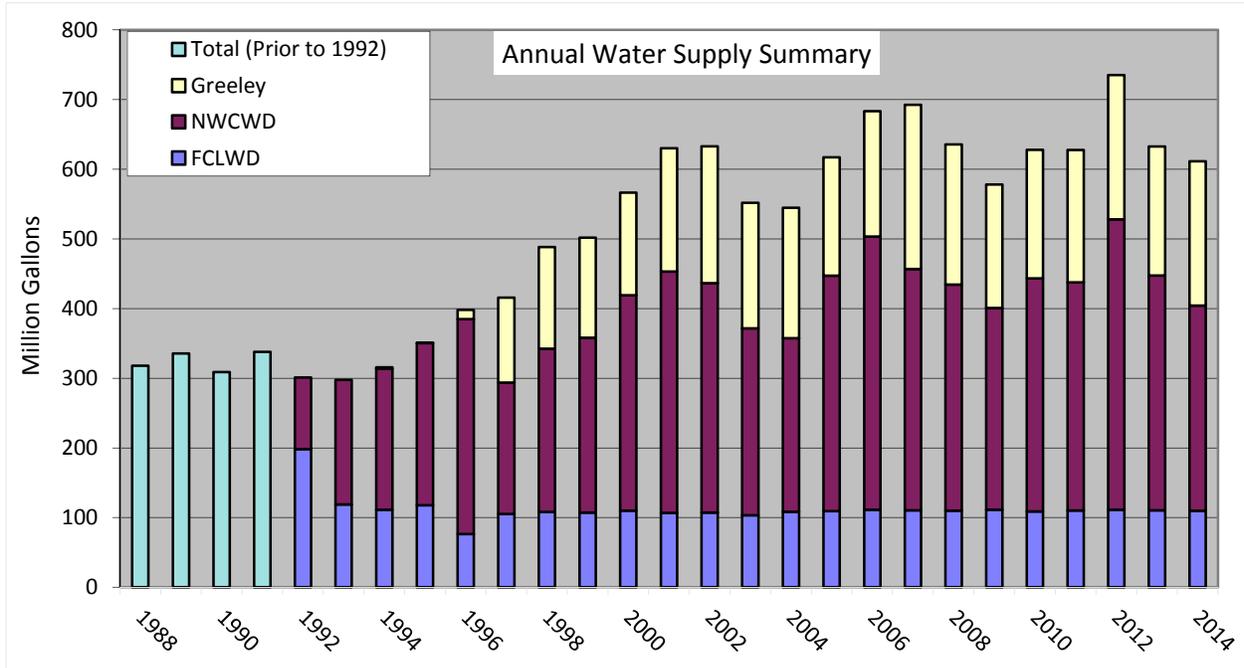


Figure 2.2a: Potable Water Supply Source Breakdown.

After receiving the water at the master meters from the three suppliers, Windsor then delivers the water to its end users through the system taps. **Table 2.2a** shows the annual treated water deliveries made by Windsor for the years 2010 – 2014.

Table 2.2a: Windsor Annual Treated Water Delivery

Year	Annual Treated Water Deliveries (AF)
2010	1,817
2011	1,773
2012	2,033
2013	1,772
2014	1,825
Average	1,844

Table 2.2b summarizes the various water uses per customer category. Values were calculated as an average over the years 2010 - 2014. The basic breakdown by percentage for the same years is further illustrated in **Figure 2.2b**. Figure 2.2b combines the subcategories within the larger categories to give a better sense of the overall percentages of customers. Also included is Non-Revenue Water (losses) that will be discussed later. Each of the customer categories is also described in more detail following the table and chart.

Table 2.2b: Five-Year Average Potable Supply and Water Use by Category

Customer Category	Average (AF)	Percent of Total Provided by Suppliers
In Town		
Residential	966	48.7%
Business	140	7.1%
Industrial	202	10.2%
School	18	0.9%
Church	6.3	0.3%
In Town Total	1,333	67.1%
Out of Town		
Residential	2.5	0.126%
Business	0.4	0.020%
Church	0.1	0.005%
Out of Town Total	3.0	0.2%
Dual System		
Residential	349	17.6%
Business	17	0.8%
Dual System Total	366	18.4%
Landscape		
Landscape Only	143	7.2%
Total Delivered to End Users	1,844	92.9%
Non-Revenue	141	7.1%
Total Provided by Suppliers	1,986	100.0%

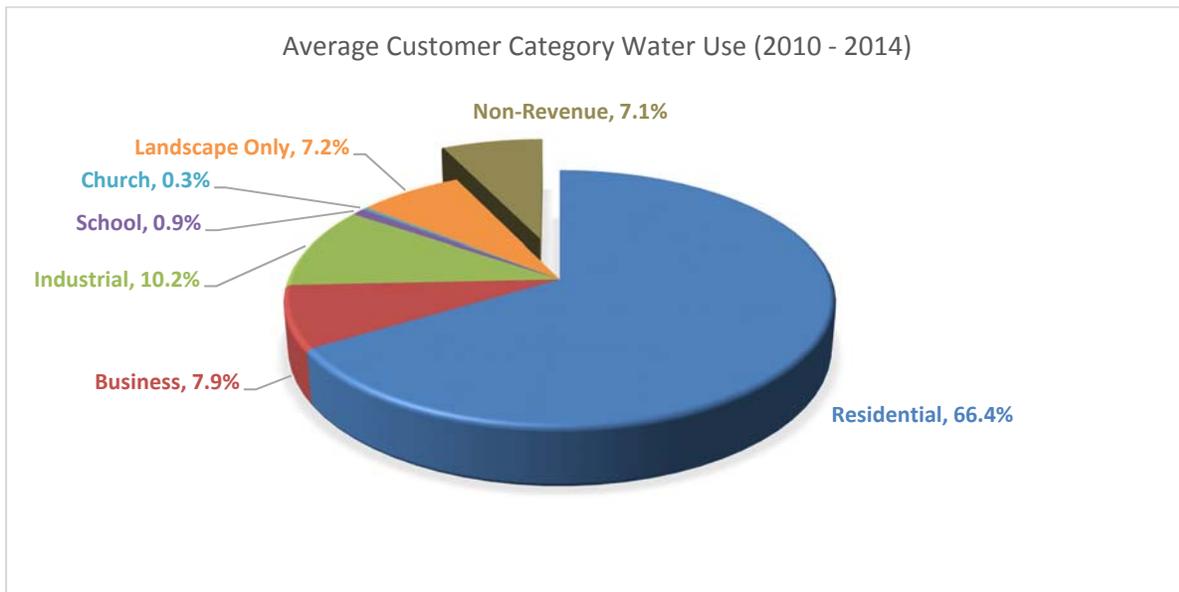


Figure 2.2b: Water Usage Categories

In Town

In Town end users are broken into five subcategories: Residential, Business, Industrial, School, and Church. These end users are those that lie within the Town Limits and also within the Water Service Boundary. Please see **Figure 1.1a** for a map of the boundaries. All In Town users combined consumed an annual average of 1,333 AF of water from 2010 through 2014. This amount equates to 67.1% of all potable water supplied. Each category within In Town is detailed following this paragraph.

Residential: Residential water use includes both indoor and outdoor use. This customer category includes both single-family homes, townhomes, apartments, and condominiums. The Residential category constitutes the largest water use in the Town, at 48.7% of all potable water supplied. Residential water use in the Town is currently 966 AF per year.

Business: Business water users in the Town include office buildings, retail stores, grocery stores, restaurants, and car washes. In Town Businesses averaged 140 AF per year (2010 – 2014) in the Town which represents 7.1% of the potable water supplied.

Industrial: Industrial water users in the Town include multiple manufacturing and industrial facilities of various sizes. Industrial customers were the largest non-residential category. Industrial water use averaged 202 AF per year (2010 – 2014) which represents 10.2% of the potable water supplied.

School: Windsor has around ten public and private schools that are included within this category. School water use averaged 18 AF per year (2010 – 2014). This use equates to only 0.9% of the total potable water supplied.

Church: Windsor has around twenty churches that are supplied water through the Town's potable system. Even with this large number of churches for the size of the town, churches only used an average 6.3 AF per year (2010 – 2014). This amount equates to 0.3% of the total potable water supplied.

Out of Town

Out of Town end users are broken into three subcategories: Residential, Business, and Church. These customers are within the Windsor Water Service Boundary, but their actual location is outside of the Town Limits. The Out of Town category constitutes a relatively small amount of the overall water use with an annual average of only 3.0 AF from 2010 through 2014. This equates to only 0.2% of the total potable water supplied. The three subcategories represent the same type of customers with the same name that were explained with the In Town subcategories. The average percentages and AF per year (2010 – 2014) for each of these subcategories can be seen in **Table 2.2b**.

Dual System

Dual System end users are broken into two subcategories: Residential and Business. These customers have a dual system that supplies potable water suitable for human use and consumption and non-potable water mostly used for irrigation. The Dual System category utilizes a total of 18.4% of the annual potable water supplied or 366 AF per year (2010 – 2014). Currently the non-potable component of the dual use customers is tracked by a homeowners association or other type of private group, and the Town does not have any jurisdiction or reporting requirements.

Residential: Dual System Residential customers are very similar to the In Town Residential customers except they have a dual system. This category was the second largest water consumer overall. Residential Dual System customers consumed an average of 349 AF per year (2010 – 2014). This equates to 17.6% of the total potable water supplied.

Business: Similar to the Residential Dual System customers, Business Dual System customers are those businesses that have a dual system. This category was a relatively small water consumer. Business Dual System customers consumed an average of 17 AF per year (2010 – 2014). This equates to 0.8% of the total potable water supplied during that historical period.

Landscape

The Landscape Only category includes water used to irrigate areas surrounding parking lots, medians, and landscaped areas typically associated with commercial properties. Water use associated with the Landscape category averaged 143 AF per year (2010 – 2014). This equates to 7.2% of the total potable water supplied.

Annual Treated Water Use by Customer Category

The Town's average annual water demand for 2010 - 2014 for each customer category is shown on **Table 2.2c**. Windsor has added several categories of billing data over the past several years to help identify specific use categories. The total annual potable water usage from 2010 – 2014 has ranged from 1,772 to 2,033 AF and averaged 1,844 AF. Also shown in **Table 2.2c** is the residential and total per capita water use expressed as gallons per capita per day (GPCD). Residential GPCD is calculated as the residential water use divided by the Water Service Area population, and Total GPCD is calculated as the total water use (all categories) divided by the Water Service Area population.

Table 2.2c: Annual Treated Water Use by Customer Category

Customer Category	2010	2011	2012	2013	2014	Average
Values in AF unless otherwise specified						
In Town						
Residential	1,005	952	1,087	886	901	966
Business	125	127	152	143	154	140
Industrial	204	194	211	204	200	202
School	18	18	17	17	19	18
Church	6.8	6.7	7.3	5.3	5.5	6.3
Out of Town						
Residential	1.9	2.1	2.5	2.7	3.4	2.5
Business	0.7	0.4	0.3	0.3	0.3	0.4
Church	0.1	0.1	0.1	0.1	0.1	0.1
Dual System						
Residential Dual System	306	318	365	369	387	349
Business Dual System	13	14	16	20	21	17
Landscape						
Landscape Only	137	142	175	124	134	143
Total (all categories)	1,817	1,773	2,033	1,772	1,825	1,844
Water Service Area Estimated Population	12,502	12,776	13,229	14,266	14,520	13,458
Residential GPCD	93.7	88.9	97.9	78.7	79.4	87.7
Total GPCD	129.8	123.9	136.9	110.9	112.2	122.7

Indoor and Outdoor Demands

The indoor and outdoor use was estimated using the total usage per month for five years (2010 – 2014) of data. The total monthly water use during the months from December through March was assumed to be only associated with indoor use. The basis for this assumption was determined from analyzing monthly use patterns over the previous five years as well as years prior to the period. A daily average for indoor use was calculated by dividing the total winter water use (December through March) by the number of days during the same four month period. The indoor use for the other months of the year (April through November) was calculated as the average indoor use per day multiplied by the days per month. The outdoor monthly use was assumed to be the difference between the total monthly use and the indoor monthly use. **Figure 2.2c** is a chart breaking-out the estimated average monthly indoor and outdoor water use. During the course of an average year (2010 – 2014), outdoor use constituted an estimated 40 percent of the total billed usage.

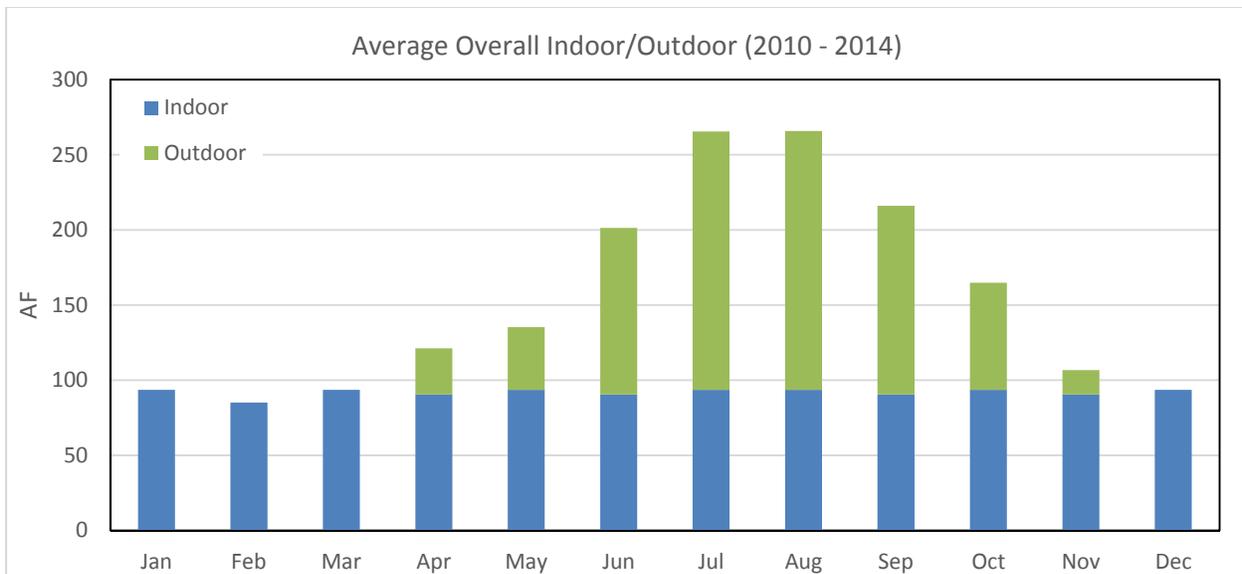


Figure 2.2c: Average Monthly Indoor & Outdoor Water Use

Parks and Open Space Irrigation

Currently the Town irrigates the majority its Parks and Open Space areas with a separate system of meters, wells, reservoirs, and pipelines. This system currently consists of over 21 meters, and since the 2008 WCP, the Town has made continuous efforts to improve the tracking of the water used to irrigate these areas. Some of the water data tracking has been due to the required augmentation mentioned in Section 1.2. The other data has been tracked to better monitor use and more efficiently utilize the water resources available. **Table 2.2d** shows the amount of non-potable and potable water that has been historically recorded since the 2008 WCP. Any potable water recorded here has not been recorded for any other customer categories previously mentioned.

On average, over the last five years (2010 – 2014), potable use has made up approximately 29 percent of the overall supply for irrigating Windsor’s Parks and Open Space. **Figure 2.2d** further illustrates how the percentage of non-potable versus potable use for Parks and Open Space has varied over the years since the 2008 WCP. It should be noted that earlier years in this data do not necessarily represent the entire amount of water utilized for irrigation due to meters coming online and other data recording complications. One of Windsor’s goals is to continue to refine the data gathering and recording processes. Another goal for the Parks and Open Space is to implement further water efficiency efforts without compromising the water rights associated with the ditch shares. Some of these efforts may include additional evapotranspiration (ET) sensors and other system controls.

Table 2.2d: Parks and Open Space Water Use

Year	Non-Potable (AF)	Potable (AF)	Total (AF)
2008	178.0	87.7	265.7
2009	134.7	66.1	200.8
2010	157.7	0.1	157.7
2011	161.5	103.0	264.6
2012	245.7	125.0	370.7
2013	250.0	100.0	350.0
2014	264.1	114.6	378.7

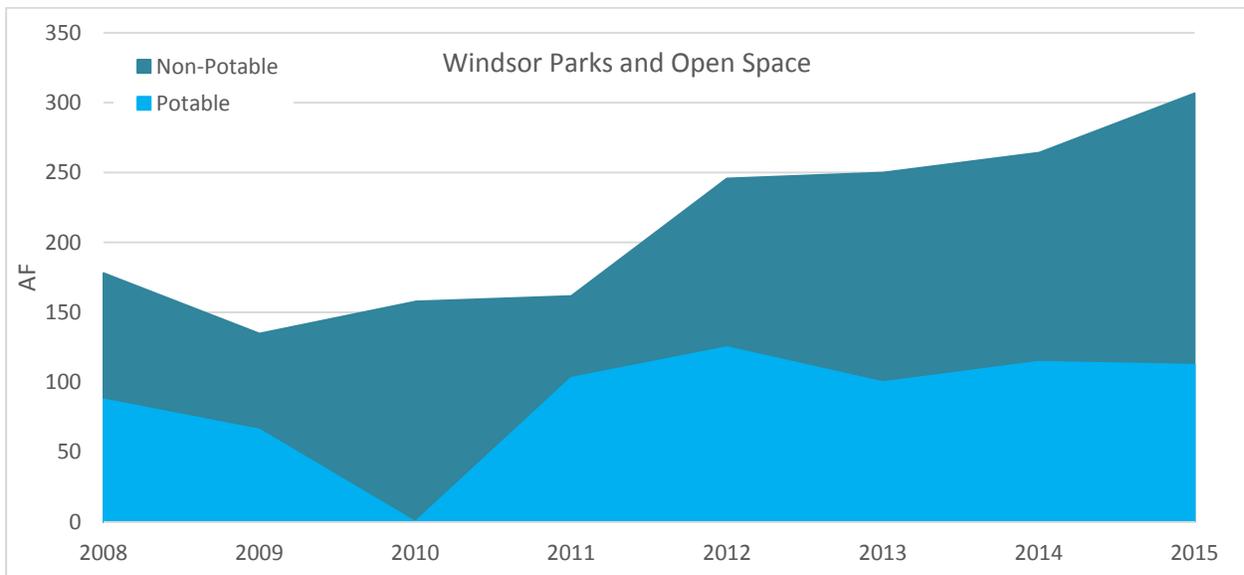


Figure 2.2d: Parks and Open Space Annual Water Use

As can be expected, a majority of the water for Windsor’s Parks and Open Space is utilized during the summer months. Similar to the outdoor use in the other categories, the highest use is seen during the months of July, August, and September. If the water used for Parks and Open Space is combined with the other outdoor use, then the overall outdoor consumption is approximately 49 percent of all metered water (both potable and non-potable). **Figure 2.2e** illustrates the seasonal use of the Parks and Open Space water.

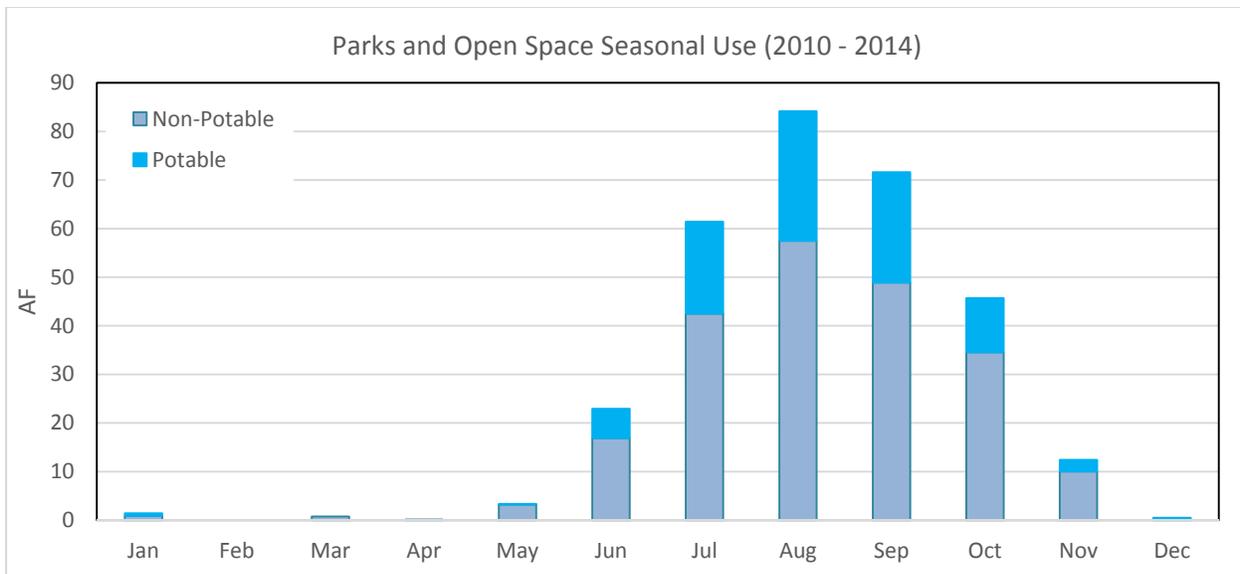


Figure 2.2e: Windsor Parks and Open Season Water Use

2.3 Past and Current Water Efficient Activities and Impact to Demands

Current Water Efficiency Measures

Table 2.3a shows the existing and on-going water efficiency activities for the Town. As can be seen from the Water Efficiency Activities list, the Town is continuously making efforts to improve its own foundational activities such as its Tracking Water Use by Customer Type and Tiered Rate Structure activities. Windsor strives to encourage its customers to be water conscious through educational activities like the Treasure Island Xeriscape Demonstration Garden. Windsor has continued to expand the demonstration garden to further illustrate to its customers ways they can beautify their landscape while saving water at the same time (see Figure 2.3a).

Table 2.3a: Windsor’s Previous and On-going Water Efficiency Activities

Selected Water Efficiency Activities	Approximate Date of Implementation [a]
Foundational Activities	
<i>Meter Testing and Replacement</i>	2009
<i>Meter Upgrades [b]</i>	2009
<i>Frequency of Meter Reading [c]</i>	2007
<i>Tracking Water Use by Customer Type [c]</i>	2007
<i>Volumetric Billing [c]</i>	2007
<i>Water Rate Adjustments [c]</i>	2007
<i>Frequency of Billing [c]</i>	2007
<i>Inclining/Tiered Rates [d]</i>	2003
<i>System Wide Water Audits</i>	2008

Selected Water Efficiency Activities (cont.)	Approximate Date of Implementation [a]
Foundational Activities (cont.)	
<i>Leak Detection and Repair [d]</i>	2003
<i>Water Line Replacement Program</i>	Unknown
<i>Integrated Water Resources Plans [c]</i>	2007
<i>Master Plans/Water Supply Plans</i>	2008
<i>Capital Improvement Plans</i>	2007
<i>Parks and Open Space Meters</i>	2008
Targeted Technical Assistance and Incentives	
<i>Indoor Audits [e]</i>	Unknown
<i>Xeriscape [d]</i>	2003
<i>Parks and Open Space Rain and ET Sensors</i>	2009
<i>Give-aways</i>	2013
Ordinances and Regulations	
<i>Water Waste Ordinance [d]</i>	2003
<i>Time of Day Watering Restriction</i>	2007
Education Activities	
<i>Combined Educational Activities (Bill Stuffers, Newsletters, Newspaper Articles, Mass Mailings, Website, Social Networking) [d]</i>	2003
<i>K-12 Teacher and Classroom Education Programs [d]</i>	2003
<i>Interactive Websites</i>	2013
<i>Citizen Advisory Boards</i>	1978
<i>Xeriscape Demonstration Garden [d]</i>	2003
<p>[a] Implemented activities have continued through the present day unless otherwise noted.</p> <p>[b] No additional upgrades since upgrading to Orion.</p> <p>[c] These activities were mentioned in the 2008 WCP as already existing, so they were likely started prior to 2007 when the planning process began.</p> <p>[d] Implemented as a result of the 2002 Drought</p> <p>[e] Audits are currently conducted for Town facilities only.</p>	



Figure 2.3a: Windsor's Treasure Island Demonstration Garden

Water conservation occurs from both passive savings and active programs. Passive savings are those correlated with changes made by customers without any utility incentive; examples of these could be replacing old inefficient fixtures with newer more efficient models. Active programs, on the other hand, are like the ones listed in **Table 2.3a** that have been initiated by the utility, in this case Windsor. Overall between passive and active savings, Windsor continues to see a general downward trend of per capita usage. This trend will be discussed in more detail later in this section.

Numerous factors can contribute to overall water usage, so it is difficult to pinpoint what is the greatest contributor to increases and decreases in usage. Drought and drought restrictions (i.e. the Drought of 2002) may reduce water use considerably. On the other hand, until restrictions are in place, water usage may increase while customers are trying to compensate for lack of natural moisture. An improving economy like that of the Windsor area after the recent recession will often include additional construction and overall increase in total water use. Some other factors may include tourism, floods (September 2013), and other significant events.

Water Savings Estimates Using Demand Data

Despite the resources available to estimate water savings, the savings of some activities, such as those that are highly dependent on human behavior (e.g. public education programs) are much more difficult to quantify and, in many cases, cannot be estimated with reasonable accuracy. Additionally, data was not collected for many activities. For the activities that we were unable to quantify, demand data was used to estimate savings.

The water savings from the Town's efforts since the 2008 WCP are presented in **Table 2.3b**. This table shows a savings over the projected overall water use as well as savings evident on a per tap basis. The Town has saved an average of over 12 percent from their projected water use and has saved an average of 11 percent on a per tap basis.

Table 2.3b: Water Savings Estimates

Year	Estimated Total Number of Taps (2008 WCP)	Actual Number of Taps	Estimated Use (2008 WCP) (AF)	Actual Water Use (AF)	% Savings Water Use	AF/Tap (from 2008 WCP)	Actual AF/Tap	% Savings per Tap
2008	4,629	4,740	1,839	1,749	4.9%	0.40	0.37	7.1%
2009	4,768	4,937	1,886	1,609	14.7%	0.40	0.33	17.6%
2010	5,006	4,952	1,967	1,817	7.6%	0.39	0.37	6.6%
2011	5,256	5,064	2,052	1,773	13.6%	0.39	0.35	10.3%
2012	5,519	5,239	2,142	2,033	5.1%	0.39	0.39	0.0%
2013	5,795	5,634	2,236	1,772	20.7%	0.39	0.31	18.5%
2014	6,085	5,741	2,335	1,825	21.8%	0.38	0.32	17.1%
Average					12.6%			11.0%

Related to the activities listed previously in **Table 2.3a** and the savings evident in **Table 2.3b**, **Figure 2.3b** further illustrates an overall water efficiency trend. The population of Windsor has had a steady and high increase over the past 16 years of over six percent. Although the GPCD water usage has varied considerably year to year, the per capita usage has had a downward trend. Much of the variability in the water usage can easily be linked to the yearly fluctuations in the climate. As a comparison, both the average yearly temperature and total annual precipitation is shown for the same years in **Figure 2.3c**. The downward trend in usage, however, is a clear indication of the water savings that has likely occurred because of the various water efficiency activities incorporated by the Town. Although somewhat similar to **Figure 2.3b**, **Figure 2.3d** shows the total usage of water has experienced a much smaller increase (less than three percent) even though the population has had a much higher increase as indicated previously. It should be noted that **Figures 2.3b** and **2.3d** show population and other calculations based on the Town population due to Water Service Area data not being available prior

to 2004 and to give a better illustration incorporating a longer overall duration for the trend.

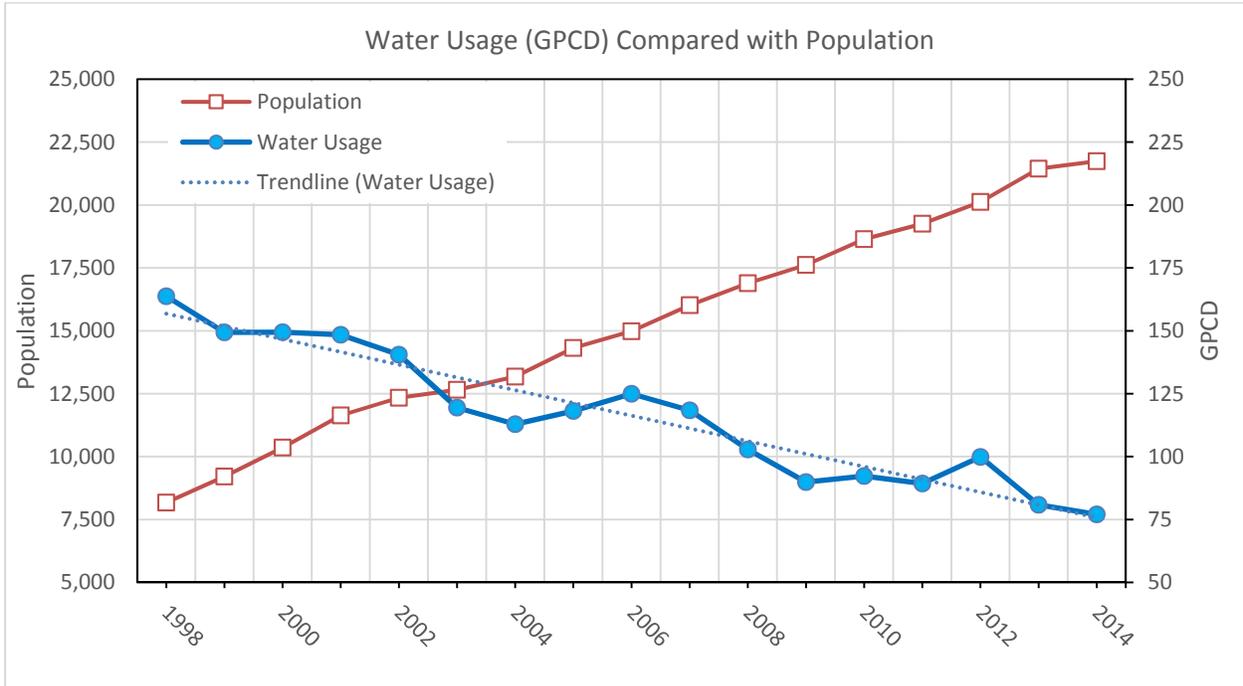


Figure 2.3b: Per Capita Water Usage (GPCD) Compared with Population

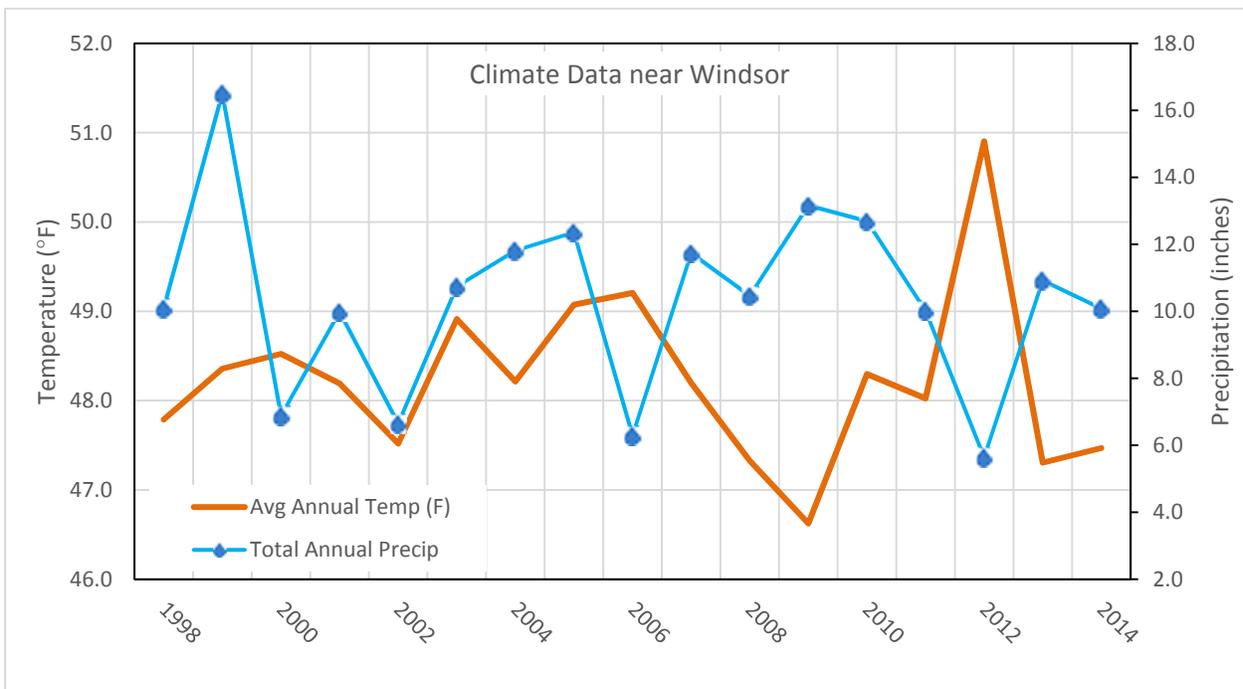


Figure 2.3c: Climate Data to Compare with Water Usage

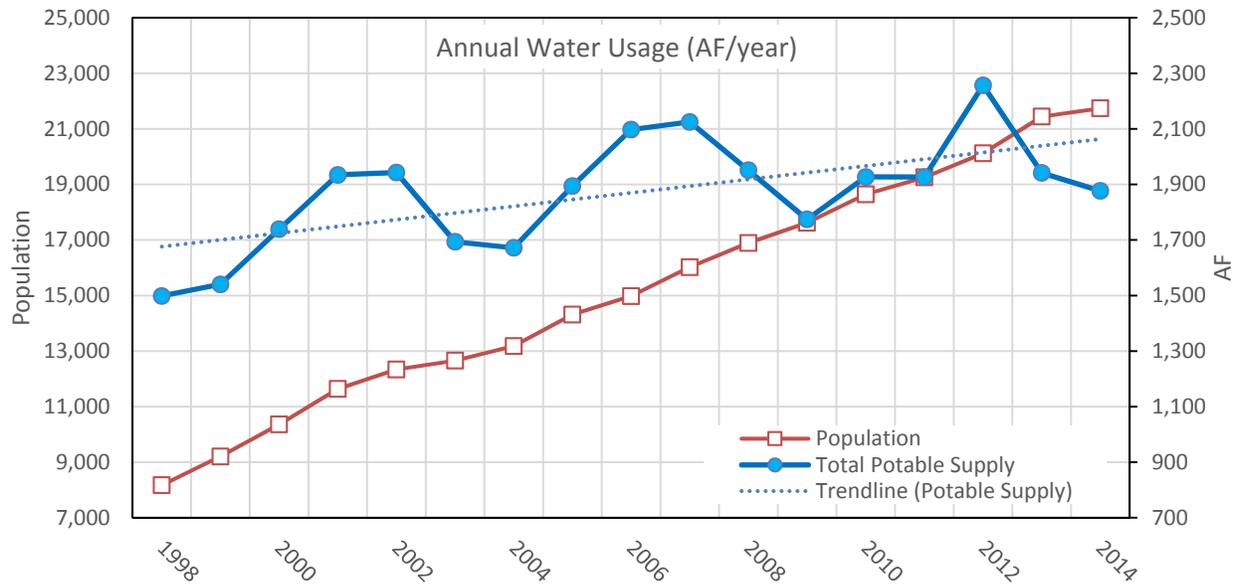


Figure 2.3d: Population Compared with Total Water Usage

2.4 Demand Forecasts

As part of the preparation of the water efficiency plan, we prepared an “unmodified” baseline demand forecast that does not include any impacts from water efficiency. This forecast shows demand starting in 2015 and going through the planning horizon of 2024 (10 years). The baseline forecast is based on a combination of anticipated demographics and land use in Windsor. In the baseline forecast, demands increase proportionally with the population at the current rate of usage. Population estimates shown in five year increments for the previous 25 years and projected population for the next 10 years are presented in **Table 2.4a** and illustrated in **Figure 2.4a**. A conservative future estimate was developed by the Town Staff (Staff) based on the general growth trend of the Town following the recent recession and economic recovery.

Table 2.4a: Windsor Population Growth in Five Year Increments

Year	Population	Average Yearly Growth Rate
1990	5,245	-
1995	6,379	4.0%
2000	10,360	10.2%
2005	14,316	6.7%
2010	18,644	5.4%
2015	22,391	3.7%
2020	25,333	2.5%
2025	28,662	2.5%

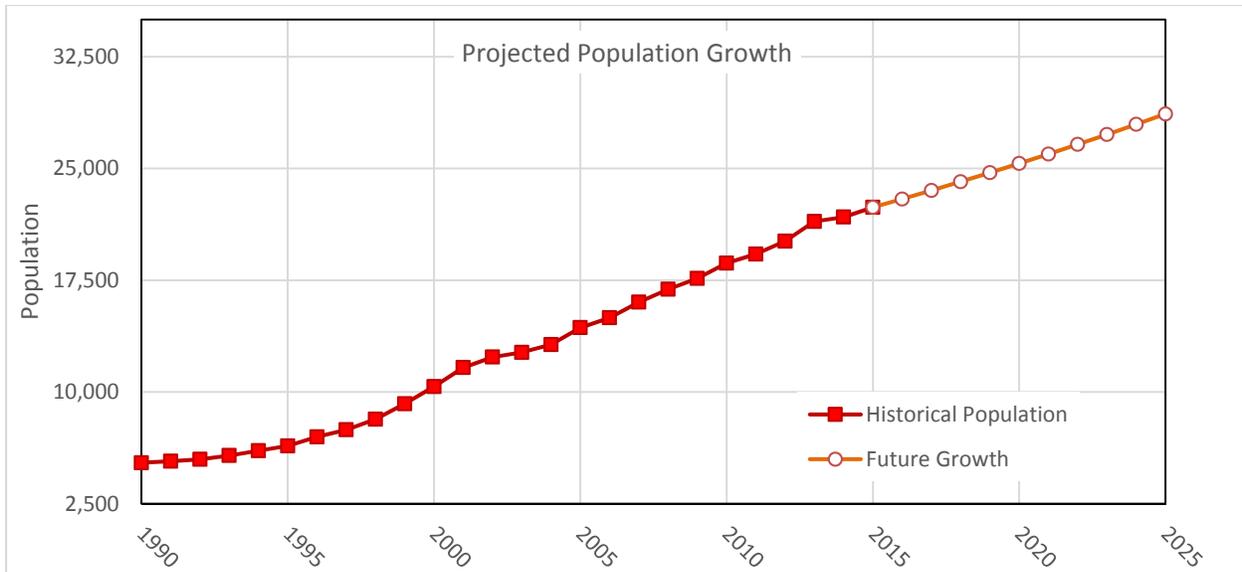


Figure 2.4a: Windsor Population Growth

Table 2.4b shows the population growth (both Total Town Population and Water Service Area Population) for the planning period. This table also shows the Total Taps anticipated and the Total Treated Water Demand over the planning period. As is shown in **Table 2.4c** and **2.4d**, the majority of the treated water is anticipated to continue to be used by the residential categories. Steady growth and therefore demand is anticipated in all categories with similar percentages representing each customer category. Build-out is not anticipated during the next 10 years, and therefore the steady increase in demand is not predicted to taper off.

Table 2.4b: Demand Projections

Year	Total Town Population	Water Service Area Population	Total Taps	Total Treated Water Demand (AF)
2015	22,391	14,883	5,884	2,205
2016	22,951	15,255	6,031	2,260
2017	23,525	15,636	6,182	2,317
2018	24,113	16,027	6,337	2,375
2019	24,715	16,428	6,495	2,434
2020	25,333	16,839	6,657	2,495
2021	25,967	17,260	6,824	2,557
2022	26,616	17,691	6,994	2,621
2023	27,281	18,133	7,169	2,687
2024	27,963	18,587	7,348	2,754

Table 2.4c: Demand Projections for Customer Categories

Year	Total Treated Water Demand (AF)	Total Billed (AF)	In Town				
			Residential (AF)	Business (AF)	Industrial (AF)	School (AF)	Church (AF)
2015	2,205	2,048	1,073	156	225	20	7.0
2016	2,260	2,099	1,100	159	230	20	7.2
2017	2,317	2,152	1,127	163	236	21	7.4
2018	2,375	2,206	1,156	168	242	21	7.6
2019	2,434	2,261	1,185	172	248	22	7.8
2020	2,495	2,317	1,214	176	254	22	8.0
2021	2,557	2,375	1,245	180	261	23	8.2
2022	2,621	2,435	1,276	185	267	23	8.4
2023	2,687	2,496	1,308	190	274	24	8.6
2024	2,754	2,558	1,340	194	281	25	8.8

Table 2.4d: Demand Projections for Customer Categories

Year	Out of Town			Dual System		Landscape	Non-Revenue (AF)
	Residential (AF)	Business (AF)	Church (AF)	Residential (AF)	Business (AF)	Landscape Only (AF)	
2015	2.8	0.4	0.1	388	19	158	157
2016	2.9	0.4	0.1	397	19	162	161
2017	2.9	0.5	0.1	407	20	166	165
2018	3.0	0.5	0.1	417	20	171	169
2019	3.1	0.5	0.1	428	21	175	173
2020	3.2	0.5	0.1	438	21	179	177
2021	3.2	0.5	0.1	449	22	184	182
2022	3.3	0.5	0.1	461	22	188	186
2023	3.4	0.5	0.1	472	23	193	191
2024	3.5	0.5	0.1	484	23	198	196

SECTION 3.0 – INTEGRATED PLANNING AND WATER EFFICIENCY BENEFITS AND GOALS

3.1 Water Efficiency and Water Supply Planning

Forecasted Modified Water Demands

A modified demand forecast that includes the impacts of the proposed water efficiency activities is illustrated in **Figure 3.1a** and summarized in **Table 3.1a**. Under the revised forecast, it is estimated that total demands for Windsor in 2025 will be about 549 AF greater than they are in 2015. By the end of the planning period, it is estimated that the Town will see a savings of 256 AF annually. This represents 256 AF of savings over not continuing current activities or implementing any new activities. The Town plans to accomplish this level of water efficiency by continuing successful programs already implemented (e.g., *Master Plans/Water Supply Plans* and *Strong Educational Activities*), repeat and improve important programs (e.g., *Water Efficient Rate Structure/Water Budgets with Regular Updates*), and implement new programs (e.g., offering *Slow the Flow Irrigation Audits* and other incentives like rebates). Projected water savings is expected to be seen by a steady reduction of per capita use. Overall raw water demand, however, will continue to increase.

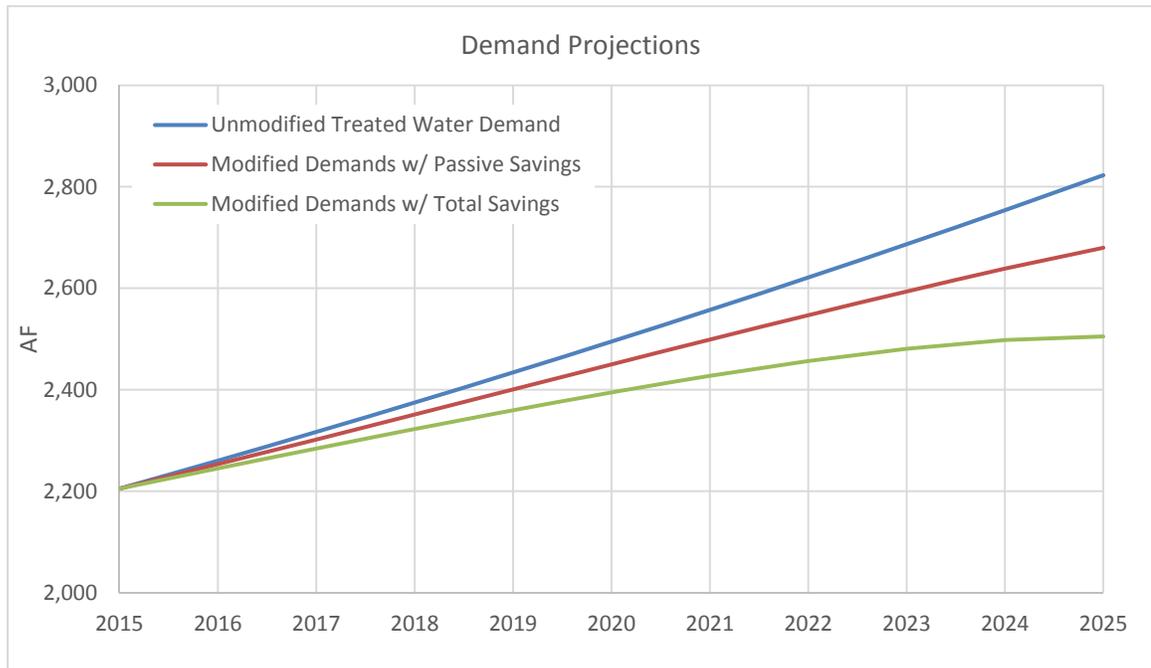


Figure 3.1a: Demand Projections with Modified Demands

Table 3.1a: Demand Projections – Unmodified and Modified

Year	Unmodified Treated Water Demand (AF)	Modified Treated Water Demand with Passive Savings (AF)	Modified Treated Water Demands with Combination Savings (AF)
2015	2,205	2,205	2,205
2016	2,260	2,253	2,245
2017	2,317	2,302	2,284
2018	2,375	2,351	2,322
2019	2,434	2,400	2,359
2020	2,495	2,450	2,394
2021	2,557	2,499	2,427
2022	2,621	2,547	2,456
2023	2,687	2,594	2,481
2024	2,754	2,639	2,498
Savings		4.2%	9.3%
Increase Use from 2015	549	434	293
Difference from Unmodified		115	256

Impacts to Future Water Facilities and Supply Acquisitions

Water efficiency planning is very important to Windsor. The benefits of this water efficiency planning effort may include:

- Freeing up water supplies for increased growth and development
- Additional water to cover shortages in droughts or other emergency situations
- Delaying the purchase of additional water supplies

3.2 Water Efficiency Goals

Water efficiency goals are intended to lay out a set of targeted objectives that if accomplished will result in the identified benefits. A preliminary set of goals have been developed prior to the selection of the water efficiency activities to provide a means to screen and evaluate the selected activities. Goals from the Town's 2008 WCP were assessed and incorporated into the new goal development process.

A meeting was initially held with Town Staff to discuss water efficiency goals appropriate for Windsor. The following preliminary goals were established by Staff:

- In keeping with the savings goal established in Windsor's 2008 WCP, the targeted water savings goal for this Plan will be to lower the total per capita water use by 10 percent over the ten-year planning period.
- The targeted ten-year water reduction goals for the following customer categories were as follows:

- In Town
 - Residential: 12.0%
 - Business: 5.0%
 - Industrial: 5.0%
 - School: 5.0%
 - Church: 5.0%
- Out of Town
 - Residential: 12.0%
 - Business: 3.0%
 - Church: 3.0%
- Dual System
 - Residential: 12.0%
 - Business: 5.0%
- Landscape Only: 10.0%
- Non-Revenue Water: 1.0%
- To develop a water efficiency program that can be implemented within Town staffing constraints and with Town Board approval.
- To implement water efficiency activities that are compatible with the community and their Town Board representatives.

The success of the stated goals will be measured through monitoring of billing data, screening and evaluating activities that are acceptable to Town Staff, and soliciting Town Board and community feedback on water efficiency activities.

SECTION 4.0 – SELECTION OF WATER EFFICIENCY ACTIVITIES

4.1 Summary of Selection Process

Windsor used a four-phase process for selecting and fully evaluating water efficiency activities. The four phases include: 1) assessment; 2) identification; 3) qualitative screening; and 4) evaluation and selection.

Assessment, Identification, and Qualitative Screening

Using the analysis performed and presented in Section 2.3, the Town identified areas where water efficiency could be enhanced. With the apparent water saving success of the Water Efficient Rate Structure Updates and the popularity of Windsor's Education Program, the Town would like to continue these activities as well as a number of others. In addition to these activities, the Town generally wants to focus on activities that assist with meeting their water efficiency goals.

We utilized Worksheets D-G from the *MWEP Guidance Document* to identify a list of water efficiency activities that are generally compatible with the Town's needs. A copy of Worksheets D-G can be found in **Appendix B** of this report.

The list of activities evaluated are organized according to the SWSI Levels Framework. The SWSI Levels Framework was developed as a component of the 2010 SWSI update to organize water efficiency activities into a model that assists municipalities in prioritizing and selecting activities. The framework may be represented as a cylinder consisting of the following four categories in **Figure 4.1a**.

SWSI Levels Framework includes the following levels of water efficiency activities:

- **Foundational Activities** – These activities focus on system operations and water efficiencies that are under Windsor's direct control and can improve the effectiveness of the planning efforts by ensuring sufficient metering and data tracking.
- **Targeted Technical Assistance and Incentives** – These measures cover activities that Windsor and its customers can do to improve existing water efficiency.
- **Ordinances and Regulations** – These measures include regulatory activities designed to encourage water efficiency.
- **Education Activities** – These efforts educate the public on the benefits of water efficiency, inform customers on how they can reduce their water usage, and publicize water efficiency activities that Windsor is implementing.

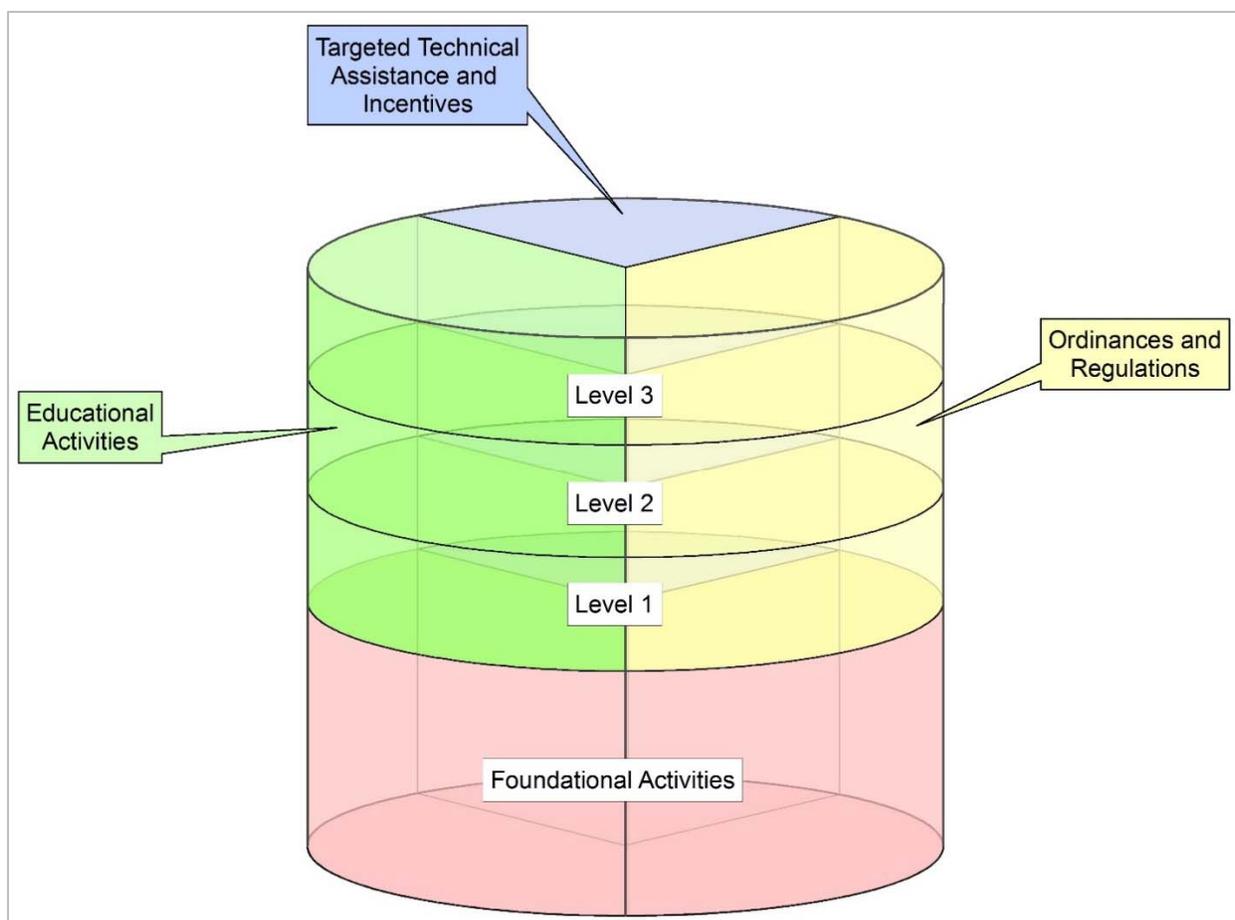


Figure 4.1a: SWSI Levels Framework

Further discussion regarding the SWSI Levels Framework are provided in subsequent sections.

Town Staff developed qualitative screening criteria used to evaluate the preliminary list of activities. The screening criteria include: 1) Financially feasibility; 2) Staff availability; 3) Staff and Board Approval. Activities not meeting the screening criteria were eliminated. The specific reason for elimination of activities can be found in Worksheets D-G, located in **Appendix B**.

Evaluation and Selection

The evaluation and selection phase of the selection process involved development of evaluation criteria, evaluation of the activities, and selection of the final activities for implementation. Some of the general evaluation criteria included:

- Applicability to the Town of Windsor
- Moderate to high potential reduction of water use
- Town Board and Town resident support and acceptance

4.2 Water Efficiency Activities

The initial screening of the water efficiency activities with Town Staff resulted in selecting 25 candidate activities for further evaluation. Eliminated activities may be evaluated with future planning efforts. Some of the activities were combined within their SWSI Levels Framework to assist in evaluation and avoid double counting savings. The preliminary analysis of costs and benefits of the selected measures and programs are shown in **Table C1, Appendix C**. Details about the cost/benefit evaluation and information about each measure can be found in the following section with further detail is available in **Appendix D**.

4.3 Selection of Activities for Implementation

The second screening was accomplished by evaluating each activity based on the criteria discussed in Section 4.1 (Applicability to Town of Windsor, moderate to high potential reduction of water use, and Town Board and Town resident support and acceptance). Of the 25 original activities evaluated, 22 of those activities were chosen for implementation. Details about the final 22 activities chosen can be found in the following descriptions.

Foundational Activities

- **Meter Testing and Replacement Program**
The Town has a program in place where large meters are sent in for testing and calibration every seven years, and small meters are replaced every ten years. Faulty meters account for apparent losses (i.e. losses due to meter inaccuracies) and real losses (also known as physical losses), and the Town wants to minimize these losses.
- **System Wide Water Audits**
By utilizing System Wide Water Audits and pairing it with other measures (e.g., *Meter Testing and Replacement* and *Leak Detection*), Windsor identifies unmetered and unbilled treated water uses in order to assess where losses are occurring and how losses can be addressed. These losses are considered non-revenue water.
- **Control of Apparent Losses (with Metering)**
This measure entails utilizing existing meters as well as adding additional meters to determine where system losses are occurring. This measure is often coupled with System Wide Water Audits since they have similar benefits, and metering helps the auditing process.
- **Automatic Water Meter Reading Installation and Operations**
All of Windsor customer meters have been upgraded to Orion AMR meters. The Town is not currently planning on further upgrades to an AMI system during the Planning Period. AMR meters allow for data to be processed quicker with less sources of error.
- **Water Efficient Rate Structure/Water Budgets with Regular Updates**
Based on many studies, water rates (e.g., inclining and/or tiered) are one of the most effective ways to encourage efficient water use. A rate study is necessary to ensure maximum water conservation savings. Windsor's last rate study was

conducted in 2011. The Town's last adjustment was approved on December 14, 2015 for the 2016 rates. Windsor's current rate structure is included in **Table 4.3a**. In order to further educate and communicate with Windsor's customers about their water use, the Town is currently in the process of adding tiered rate information to the customers' bills to inform them where their monthly water consumption is related to the next rate tier. *Volumetric Billing* is also included within *Water Efficient Rate Structure/Water Budgets with Regular Updates* since both activities are very interrelated. The complete water fees schedule and other water related fees are included in **Appendix E**. Please note that water rates on Page 1 of 9 of Appendix E have been updated with the most recent adjustments on Page 6 of 9 of Appendix E.

Table 4.3a: Windsor's Current Tiered Rate Structure

Meter Size	1st Tier Usage Charge	1st Tier Threshold	2nd Tier Usage Charge	2nd Tier Threshold	3rd Tier Usage Charge	3rd Tier Threshold
	per 1,000 gal	gal / month	per 1,000 gal	gal / month	per 1,000 gal	gal / month
¾" Single family residential	\$3.73	16,000	\$5.56	22,500	\$8.29	> 22,500
¾" residential with dual system	\$3.73	9,700	\$5.56	> 9,700	N/A	N/A
1" residential with dual system	\$3.73	9,700	\$5.56	> 9,700	N/A	N/A
1.5" residential with dual system	\$3.73	9,700	\$5.56	> 9,700	N/A	N/A
¾" multi-family residential	\$3.73	157,000	\$5.56	> 157,000	N/A	N/A
¾" commercial, industrial, school	\$3.73	157,000	\$5.56	> 157,000	N/A	N/A
1" commercial, industrial, school	\$3.73	157,000	\$5.56	> 157,000	N/A	N/A
1.5" commercial, industrial, school	\$3.73	157,000	\$5.56	> 157,000	N/A	N/A
2" commercial	\$3.73	493,000	\$5.56	> 493,000	N/A	N/A
2" industrial	\$3.73	783,000	\$5.56	> 783,000	N/A	N/A
2" school	\$3.73	157,000	\$5.56	> 157,000	N/A	N/A
3" school	\$3.73	306,700	\$5.56	> 306,700	N/A	N/A
4" industrial	\$3.73	2,461,000	\$5.56	> 2,461,000	N/A	N/A

Windsor is also investigating a Water Budget type of Rate Structure. Every water customer has unique water needs. For this activity, Windsor proposes to bill customers using a personalized water budget. Water budgets are typically based on some type of predetermined allotment and represents the amount of water a customer is expected to need for a specific month and/or year. Water

budgets may vary monthly due to seasonal watering demands and climate fluctuations. The goal of a water budget structure is to encourage customers to use water more efficiently by rewarding efficient water use and reducing water waste. Those customers who are efficient, use the lowest-cost water and therefore pay the lowest rates. Customers who are inefficient pay higher rates for the water that exceeds the budgeted amount. No matter what, customers are only billed for the water they use.

- **Leak Detection and Repair Program**

Currently Windsor combines customer water use observations by Staff and pairs it with help from outside consultants ("American Leak Detection" (ALD) and "National Meter and Automation Inc.") to evaluate their system for leaks. Repairs to the system are made as needed. Windsor's 2015 Leak Report from American Leak Detection is included in **Appendix E**. ALD tested 57,437 feet of pipeline. No leaks were discovered in 2015. According to ALD, "The system appeared to (be) very well maintained with ready access to valves and curb stops for testing."

- **Water Line Replacement Program**

Windsor has budgeted 1.2 million dollars for 2016 to replace older and higher use pipeline.

- **Master Plans/Water Supply Plans**

The Town has seen many benefits in developing, updating, and evaluating Master Plans, Water Supply Plans, Capital Improvement Plans, and Water Efficiency Plans. These plans have increased the Town's awareness of activities and programs they can incorporate to help play their part in this region's overall need for water efficiency. Windsor plans to continue committing resources for such plans that will improve its overall water efficiency and help plan for future use.

Targeted Technical Assistance and Incentives

Windsor is planning on partnering with the Center for ReSource Conservation (CReSC) for several of its *Targeted Technical Assistance and Incentive Programs*. CReSC offers multiple programs including "Garden in a Box", "Slow the Flow", "Toilet Upgrades", and more. CReSC is a non-profit organization that offers many programs that can assist communities with conservation efforts. The benefit for a provider like Windsor who is relatively small in size is that CReSC helps to greatly reduce the planning efforts, startup costs, and labor that can be associated with getting efficiency activities up and running. CReSC has the programs already set up and in place, so Windsor will know exactly what the upfront costs will be. Additionally, CReSC hires and trains local technicians to provide the various services they offer, another value added component of CReSC programs.

- **Slow the Flow Residential Irrigation Audits**

CReSC offers "Slow the Flow" Residential Irrigation Audits for communities like Windsor. "The service usually takes 90 minutes and involves a visual inspection, data collection, and in-depth evaluation. The consultant will deliver a clear and actionable list of suggestions to reduce water use and runoff at each property,

while keeping landscapes and lawns healthy" –CReSC. This program will also help educate the Town's participants on how to water more effectively and efficiently.

- **Indoor Residential Water Audits**

CReSC also offers indoor water audits. "'Slow the Flow' offers consultations on residential water use and suggests simple measures to increase water use efficiency in the home. During the session the consultant will measure outputs from faucets, toilets, and shower-heads, and perform a cost/benefit analysis on fixture replacement options. He/She may also install low-flow shower-heads and faucet aerators at no cost. The consultation will leave the home owner with a customized list of recommendations for increasing efficient water use" –CReSC.

- **Pre-Rinse Spray Valve (PRSV) Upgrades**

CReSC also offers this program typically targeted for restaurants or other businesses that have a commercial type dishwasher. "Save water in commercial kitchens with a quick, easy, and effective pre-rinse spray valve (PRSV) upgrade. This 15-minute swapping service is offered at no cost to businesses and creates instant, measurable water and energy savings" –CReSC. CReSC estimates a savings of 20,000 per PRSV swap. Pre-rinse nozzles for dishwashers are installed by CReSC technicians.

- **Residential and Commercial Ultra High-Efficiency Toilet Upgrade Service or High-Efficiency Toilet Rebate Program**

Windsor hopes to participate in the Ultra High-Efficiency Toilet Upgrade Service offered by CReSC where participants can "Save thousands of gallons of water per year with the breakthrough technology of the Niagara Stealth Toilet." – CReSC. If Windsor does not participate in the CReSC program, then the Town will offer rebates instead for high efficiency toilet replacements.

- **Rebate for ET Irrigation System Controllers**

The Town plans to offer rebates (likely in the form of a bill credit) for customers who install "Smart Controllers" for Irrigation. Smart controllers sense either the soil moisture or climate conditions (e.g., rainfall, ET, and temperature) and adjust the irrigation scheduling accordingly.

- **High Efficiency Clothes Washer Rebate**

Along with the other rebates mentioned, Windsor hopes to further encourage its residents in their water saving efforts by offering rebates to customers for High-Efficiency Clothes Washers.

- **Give-Aways: Residential Water Audit Kits**

The Town customized Water Audit Kits with many useful, education, and yet fun water saving components. Some of the items include hose nozzles, showerheads, aerators, and outdoor moisture meters to name a few. The complete contents list with descriptions can be found in **Appendix E**.

The Town distributed 341 Water Audit Kits beginning April 1, 2013; of the kits distributed, 274 customers participated for the entire project period of May 2012 to April 2014 which is 8.5% of the In Town Residential customers. Participation included having the water tracked after implementing some of the components. A comparison of consumption per household was created based on usage from

May 2012 to April 2013 and compared to usage from May 2013 to April 2014. Consumption savings by the 274 participating customers was 5,377,169 gallons which is an average of 19,624.70 gallons per account over a 12 month period.

Windsor hopes to promote and distribute additional Water Audit Kits during the spring and summer of 2016 at the Water Conservation booth at various Town events. The Town will request to track data from participants.

Ordinances and Regulations

- **Water Waste Ordinance**
Windsor currently has an ordinance in place that specifies the responsibility the property owner has to keep the water lines on their property in good condition in order to prevent the waste of water.
- **Time of Day Watering Restrictions**
Windsor has a Water Restriction Ordinance in place that states, "From May 1 through September 30 of each year, no lawn watering shall be permitted between the hours of 10:00 a.m. and 6:00 p.m." This restriction is also highlighted on the Water Conservation webpage.
- **Landscape Design Ordinances and Restrictions**
Windsor is investigating the following landscape design ordinances: Rules and Regulations for Landscape Design/Installation, Soil Amendment Requirements, Turf Restrictions, and Irrigation Equipment Requirements. The Town Staff would like to word ordinances and restrictions in such a way to encourage proactive efforts on the part of developers.
- **Town Facility Requirements**
Many of the Town facilities already have modern, low water use fixtures. Windsor hopes to update the remaining Town facilities with water saving fixtures.

Educational Activities

- **General Educational Activities**
The Town has in the past and plans to continue to make strong efforts to educate its citizens with many educational activities. These activities include Bill Stuffers, Newsletters, Newspaper Articles, Mass Mailings, a Water Efficiency Page and links on Windsor's Website, and Social Networking (e.g., Facebook and Twitter). Windsor is also very active in the community with other outreach efforts like Water Fairs and K-12 Teacher and Classroom Education. The Town has an interactive, educational 32-foot trailer it uses to travel to schools as well as community and civic events. The trailer, named the "Water Wagon", helps to raise the awareness of water and its conservation by demonstrating the sources, importance, function, and uses of the water that so many take for granted. A snapshot of the inside of the Water Wagon and its many displays is pictured in **Figure 4.3a**. The Water Wagon is often paired with additional outside activities to enhance the students' experiences.

Windsor also has Citizen Advisory Boards to further encourage residents' involvement in conservation efforts. For ease of evaluating and avoiding overlap of the costs and benefits, these activities were combined into the one category.



Figure 4.3a: Windsor's Water Wagon

- **Xeriscape Demonstration Garden**

Maintaining a xeriscape demonstration garden is an excellent way to educate the public to the water savings and beauty available from xeriscaping. Windsor, in partnership with the Demonstration Gardening Group (DiGGers), has designed and maintained the Treasure Island Demonstration Garden located along the Poudre River Trail Corridor multiuse trail since 2008. The DiGGers are part of the Weld County Colorado Master Gardeners, a group of volunteers who help encourage and educate home and community gardeners. Treasure Island continues to expand each year and remains a beautiful example for Windsor residents to admire low-watering landscape options and get ideas for their own landscaping and gardening adventures.

Treasure Island also serves other purposes. The DiGGers have often offered xeriscape and gardening classes during the summer months. During its growing seasons, the garden has provided thousands of pounds of fresh vegetables to the Windsor Food Pantry. Listed in **Table 4.3b** are just a few of the inspiring numbers associated with Treasure Island. The estimated visitors and observers are likely very conservative.

Table 4.3b: Treasure Island Xeriscape Demonstration Garden Numbers

Year	Total Vegetable Distribution of the Windsor Food Pantry (lbs.)	Visitors (estimated)	Cyclist and pedestrians observers from Poudre Trail (estimated)	Volunteer Efforts (Hours)
2013	1,980 ^[1]	500	1,250	1,173
2014	2,843	600	1,100	1,416
2015	4,868	750	1,250	1,799

[1] 2013 Flood caused pounds of vegetables produced to be lowered by approximately 300 pounds from previous years.

- Landscape Design (Xeriscape) and Maintenance Classes**

Classes have been traditionally conducted at the Treasure Island Xeriscape Demonstration Garden. The classes provide a number of venues in which participants can learn more about xeriscaping as well as other home gardening tricks and techniques.

- Garden in a Box**

Windsor hopes to partner with CReSC for another of the programs available. Each year CReSC offers an “array of do it yourself Xeric garden kits, created by professional landscape designers for sun, shade, and everything in between.” These plant by number gardens can have a significant conservation impact and are perfect for anyone who wants to beautify their yard while using less water than standard turf. Garden in a Box is also a great complimentary activity to other programs like the demonstration garden at Treasure Island and the Landscape Classes.

Comparison of Costs and Benefits

As shown in **Table C1**, the cost for the evaluated activities varied from \$0.22 per 1,000 gallons for the *Water Efficient Rate Structure/Water Budgets with Regular Updates* to \$1,498.16 per 1,000 gallons for the *Water Line Replacement Program*. The 22 selected water efficiency activities and associated water savings were arranged within the targeted customer categories to more easily compare the anticipated savings to the original goals. Some of the measures contribute savings to more than one category. **Table 4.3c** shows the water savings for the selected activities, sub-totaled for each category.

Table 4.3c: Combined Water Savings of Selected Water Efficiency Activities

Conservation Measures and Programs	Estimated Annual Water Savings (MG)	Estimated Total Water Savings over Planning Period (MG)
Non-Revenue Water		
Meter Testing and Replacement Program	0.72	7.2
System Wide Water Audits	0.57	5.7
Control of Apparent Losses (with Metering)	0.43	4.3
Automatic Water Meter Reading Installation and Operations	0.14	1.4
Leak Detection and Repair Program	1.15	11.5
Water Line Replacement Program	0.80	8.0
Master Plans/Water Supply Plans	0.29	2.9
Subtotal - MG	4.1	41
Acre-Feet	12.6	126
Residential (InT-Res)		
Automatic Water Meter Reading Installation and Operations	0.98	9.8
Water Efficient Rate Structure/Water Budgets with Regular Updates	31.34	313.4
Master Plans/Water Supply Plans	1.96	19.6
Slow the Flow Residential Irrigation Audits	0.09	4.9
Indoor Residential Water Audits	0.03	1.9
Residential and Commercial Ultra High-Efficiency Toilet Upgrade Service or High-Efficiency Toilet Rebate Program	0.10	5.6
Rebate for ET Irrigation System Controllers	0.01	0.8
High Efficiency Clothes Washer Rebate	0.04	2.4
Give-Aways: Residential Water Audit Kits	0.06	3.2
Water Waste Ordinance	0.39	3.9
Time of Day Watering Restrictions	0.28	2.8
Landscape Design Ordinances and Restrictions	0.46	4.6
Education Activities (Combined areas)	7.84	78.4
Xeriscape Demonstration Garden	0.04	2.3
Landscape Design (Xeriscape) and Maintenance Classes	0.004	0.2
Garden in a Box	0.01	0.5
Subtotal - MG	43.6	454
Acre-Feet	133.9	1,394

Conservation Measures and Programs <i>(cont.)</i>	Estimated Annual Water Savings (MG)	Estimated Total Water Savings over Planning Period (MG)
Business (InT-Bus)		
Automatic Water Meter Reading Installation and Operations	0.09	0.9
Water Efficient Rate Structure/Water Budgets with Regular Updates	1.70	17.0
Master Plans/Water Supply Plans	0.28	2.8
Pre-Rinse Spray Valve (PRSV) Upgrades	0.01	0.5
Residential and Commercial Ultra High-Efficiency Toilet Upgrade Service or High-Efficiency Toilet Rebate Program	0.06	3.2
Rebate for ET Irrigation System Controllers	0.002	0.1
Water Waste Ordinance	0.06	0.6
Time of Day Watering Restrictions	0.02	0.2
Landscape Design Ordinances and Restrictions	0.03	0.3
Town Facility Requirements	0.15	1.5
Education Activities (Combined areas)	0.28	2.8
Xeriscape Demonstration Garden	0.003	0.2
Landscape Design (Xeriscape) and Maintenance Classes	0.0002	0.01
Garden in a Box	0.001	0.04
Subtotal - MG	2.7	30
Acre-Feet	8.2	92
Industrial (InT-Ind)		
Automatic Water Meter Reading Installation and Operations	0.08	0.8
Water Efficient Rate Structure/Water Budgets with Regular Updates	1.23	12.3
Master Plans/Water Supply Plans	0.41	4.1
Pre-Rinse Spray Valve (PRSV) Upgrades	0.32	17.7
Rebate for ET Irrigation System Controllers	0.03	1.5
Water Waste Ordinance	0.08	0.8
Time of Day Watering Restrictions	0.04	0.4
Landscape Design Ordinances and Restrictions	0.06	0.6
Education Activities (Combined areas)	0.41	4.1
Xeriscape Demonstration Garden	0.03	1.5
Landscape Design (Xeriscape) and Maintenance Classes	0.003	0.2
Garden in a Box	0.001	0.04
Subtotal - MG	2.7	44
Acre-Feet	8.3	136

Conservation Measures and Programs <i>(cont.)</i>	Estimated Annual Water Savings (MG)	Estimated Total Water Savings over Planning Period (MG)
School (InT-Sch)		
Automatic Water Meter Reading Installation and Operations	0.01	0.1
Water Efficient Rate Structure/Water Budgets with Regular Updates	0.14	1.4
Master Plans/Water Supply Plans	0.04	0.4
Pre-Rinse Spray Valve (PRSV) Upgrades	0.04	2.0
Water Waste Ordinance	0.01	0.1
Education Activities (Combined areas)	0.11	1.1
Subtotal - MG	0.3	5
Acre-Feet	1.0	15
Church (InT-Chu)		
Automatic Water Meter Reading Installation and Operations	0.004	0.04
Water Efficient Rate Structure/Water Budgets with Regular Updates	0.051	0.51
Master Plans/Water Supply Plans	0.013	0.13
Water Waste Ordinance	0.003	0.03
Time of Day Watering Restrictions	0.003	0.03
Landscape Design Ordinances and Restrictions	0.005	0.05
Education Activities (Combined areas)	0.026	0.26
Xeriscape Demonstration Garden	0.001	0.03
Landscape Design (Xeriscape) and Maintenance Classes	0.0003	0.02
Garden in a Box	0.0004	0.02
Subtotal - MG	0.1	1
Acre-Feet	0.3	3
Residential (OutT-Res)		
Automatic Water Meter Reading Installation and Operations	0.003	0.03
Water Efficient Rate Structure/Water Budgets with Regular Updates	0.076	0.76
Master Plans/Water Supply Plans	0.005	0.05
Slow the Flow Residential Irrigation Audits	0.002	0.11
Indoor Residential Water Audits	0.003	0.17
Water Waste Ordinance	0.001	0.01
Education Activities (Combined areas)	0.020	0.20
Subtotal - MG	0.1	1
Acre-Feet	0.3	4

Conservation Measures and Programs <i>(cont.)</i>	Estimated Annual Water Savings (MG)	Estimated Total Water Savings over Planning Period (MG)
Business (OutT-Bus)		
Automatic Water Meter Reading Installation and Operations	0.0002	0.002
Water Efficient Rate Structure/Water Budgets with Regular Updates	0.0039	0.039
Master Plans/Water Supply Plans	0.0008	0.008
Water Waste Ordinance	0.0002	0.002
Education Activities (Combined areas)	0.0008	0.008
Subtotal - MG	0.01	0.1
Acre-Feet	0.02	0.2
Church (OutT-Chu)		
Automatic Water Meter Reading Installation and Operations	0.0001	0.0005
Water Efficient Rate Structure/Water Budgets with Regular Updates	0.0005	0.0045
Master Plans/Water Supply Plans	0.0002	0.0018
Water Waste Ordinance	0.00004	0.0004
Education Activities (Combined areas)	0.0004	0.0036
Subtotal - MG	0.001	0.01
Acre-Feet	0.003	0.03
Residential Dual System (Dual-Res)		
Automatic Water Meter Reading Installation and Operations	0.35	3.5
Water Efficient Rate Structure/Water Budgets with Regular Updates	8.49	84.9
Master Plans/Water Supply Plans	0.71	7.1
Slow the Flow Residential Irrigation Audits	0.001	0.04
Indoor Residential Water Audits	0.02	0.9
Residential and Commercial Ultra High-Efficiency Toilet Upgrade Service or High-Efficiency Toilet Rebate Program	0.04	2.1
High Efficiency Clothes Washer Rebate	0.02	0.9
Give-Aways: Residential Water Audit Kits	0.02	1.2
Water Waste Ordinance	0.14	1.4
Time of Day Watering Restrictions	0.03	0.3
Landscape Design Ordinances and Restrictions	0.04	0.4
Education Activities (Combined areas)	2.12	21.2
Xeriscape Demonstration Garden	0.001	0.1
Landscape Design (Xeriscape) and Maintenance Classes	0.0001	0.01
Garden in a Box	0.002	0.1
Subtotal - MG	12.0	124
Acre-Feet	36.8	381

Conservation Measures and Programs (cont.)	Estimated Annual Water Savings	Estimated Total Water Savings over Planning Period
	(MG)	(MG)
Business Dual System (Dual-Bus)		
Automatic Water Meter Reading Installation and Operations	0.01	0.1
Water Efficient Rate Structure/Water Budgets with Regular Updates	0.10	1.0
Master Plans/Water Supply Plans	0.03	0.3
Pre-Rinse Spray Valve (PRSV) Upgrades	0.02	1.2
Residential and Commercial Ultra High-Efficiency Toilet Upgrade Service or High-Efficiency Toilet Rebate Program	0.03	1.6
Water Waste Ordinance	0.01	0.1
Education Activities (Combined areas)	0.01	0.1
Subtotal - MG	0.2	4
Acre-Feet	0.6	13
Landscape Only (Land)		
Automatic Water Meter Reading Installation and Operations	0.12	1.2
Water Efficient Rate Structure/Water Budgets with Regular Updates	2.89	28.9
Master Plans/Water Supply Plans	0.29	2.9
Rebate for ET Irrigation System Controllers	0.07	4.1
Water Waste Ordinance	0.06	0.6
Time of Day Watering Restrictions	0.09	0.9
Landscape Design Ordinances and Restrictions	0.14	1.4
Education Activities (Combined areas)	0.12	1.2
Xeriscape Demonstration Garden	0.07	4.1
Landscape Design (Xeriscape) and Maintenance Classes	0.01	0.6
Garden in a Box	0.002	0.1
Subtotal - MG	3.9	46
Acre-Feet	11.9	141
Grand Total - (MG)	70	751
Acre-Feet	214	2,306

These savings were compared to the original goals set in Section 3. **Table 4.3d** compares the anticipated water savings from the selected activities with the original goals and then adjusts the water saving goals for this Plan.

Over the ten-year planning period, the selected activities provide an overall estimated water savings of 2,306 acre-feet if all activities could be implemented for the entire period. Most of the preliminary goals were fairly close (less than two percent difference) to the final calculations. Only Dual System Residential and Landscape Only had to be

reduced more than two percent. On the positive side, Non-Revenue water percentage was increased. The adjusted goals reflect the goals believed to be obtainable by Town Staff.

After the goals were adjusted to reflect the expected water savings, the estimated water use reduction is 9.3%. Therefore, Windsor will target an overall reduction in its projected water use by 9.3% over the planning period because of implementation of this Plan.

Table 4.3d: Water Efficiency Goals Comparison

Water Use Categories:	Total Projected Water Use (2015 to 2024) (AF)	Reduction Goals for Planning Horizon		Adjusted Reduction Goals for Planning Horizon	
		(%)	(AF)	Total Water Savings from Activities (AF)	Resulting Reduction (%)
In Town Residential	12,023	12.0%	1,443	1,394	11.6%
In Town Business	1,743	5.0%	87	92	5.3%
In Town Industrial	2,519	5.0%	126	136	5.4%
In Town School	221	5.0%	11	15	7.0%
In Town Church	79	5.0%	4	3	4.3%
Out of Town Residential	31	12.0%	4	4	13.1%
Out of Town Business	5	3.0%	0.15	0.18	3.8%
Out of Town Church	1	3.0%	0.03	0.03	3.0%
Dual System Residential	4,342	12.0%	521	381	8.8%
Dual System Business	209	5.0%	10	13	6.4%
Landscape Only	1,774	10.0%	177	141	7.9%
Non-Revenue Water	1,757	1.0%	18	126	6.6%
Total Water Supply:	24,704				
Total Demand Reduction:			2,401	2,306	
Total Percent Reduction:			9.7%		9.3%

SECTION 5.0 – IMPLEMENTATION AND MONITORING PLAN

5.1 Implementation Plan

The implementation plan defines the process necessary to carry out the selected water efficiency activities. Patti Garcia (Town Clerk and Assistant to the Town Manager) will be chiefly responsible for coordinating and delegating to implement this Plan. Some of the details Windsor will use to implement the water efficiency plan are presented in Worksheet J, **Appendix B**. Windsor will continue to work to budget money and pursue CWCB water efficiency implementation grants to meet its water efficiency goals.

5.2 Monitoring Plan

Monitoring types of demand data can be beneficial in tracking the savings generated from implementing a water efficiency plan. Windsor monitors total treated water produced on a daily basis. Other categories of raw and treated water and customer accounts are monitored on a monthly and annual basis. The demand data which will be collected during the monitoring period of the plan is presented in Worksheets K and L, **Appendix B**. An abbreviated table of Worksheet K is presented in the following, **Table 5.2a**.

Table 5.2a: Selection of Demand Data for Efficiency Plan Monitoring

Monitoring Data	HB 10-1051 Reporting Requirement				Selection			
	Annual	Monthly	Bi-Monthly	Daily	Annual	Monthly	Weekly	Daily
Total Water Use								
Total treated water supplied (metered at wholesale suppliers master meters)					X	X	X	X
Total treated water delivered (sum of customer meters)	√				X	X		
Raw non-potable deliveries (Parks and Open Space)					X	X		
Reclaimed water produced								
Reclaimed water delivered								
Per capita water use					X			
Indoor and outdoor treated water deliveries					X			
Treated water peak day produced								
Reclaimed water peak day produced								
Raw water peak day produced/delivered								
Non-revenue water	√				X			

Monitoring Data (cont.)	HB 10-1051 Reporting Requirement				Selection			
	Annual	Monthly	Bi-Monthly	Daily	Annual	Monthly	Weekly	Daily
Water Use by Customer Type								
Treated water delivered		√			X	X		
Raw non-potable deliveries (Parks and Open Space)					X	X		
Reclaimed water delivered								
Residential per capita water use					X			
Unit water use (e.g. AF/account or AF/irrigated acre)					X			
Indoor and outdoor treated water deliveries					X			
Large users					X	X		
Other Accounting for Substitute Water Supply Plans					X	X	X	
Other Demand Related Data								
Irrigated landscape (e.g. AF/acre or number of irrigated acres)					X			
Precipitation					X	X		
Temperature					X	X		
Evapotranspiration					X	X		
Drought index information					X			
Economic conditions					X			
Population					X	X		
New taps					X	X		

SECTION 6.0 – ADOPTION OF NEW POLICY, PUBLIC REVIEW, AND FORMAL APPROVAL

6.1 Public Review Process

A public review process is required for all State approved plans. Since Windsor has had a municipal water efficiency or conservation program in place since 2002, the public has become familiar with the efficiency concept and the associated activities. The Town's public education program has contributed to this level of awareness. For this water efficiency planning process, the public was notified of the 60-day comment period from January 8, 2016 to March 11, 2016 and how to submit comments. The Plan was available for download on Windsor's website on the Water Conservation webpage and at the Town Hall for review. One set of public comments was received during the 60 day comment period. Not all comments were directly related to water efficiency. To the extent possible, comments were addressed in the revised Plan update. Copies of public notice announcements, and a summary of the public comments, and the official Plan adoption resolution are provided in **Appendix F**.

6.2 Local Adoption and State Approval Process

After the public comment period, the comments were incorporated into the planning document as well as any additional revisions. The Windsor Board adopted the Plan at the Board meeting on **March 28, 2016**, and the Plan was submitted to CWCB following the Board Meeting.

CWCB provided written notification of approval, conditional approval, or disapproval within 90 days of submittal. Conditions for conditional approval or disapproval will be addressed if necessary. The soonest possible approval of the Municipal Water Efficiency Plan will be in the summer of 2016. Research and set up of programs can begin upon approval and implementation of the selected measures will begin in the fall of 2016. The cover letter prepared for CWCB, CWCB's Approval Checklist, and CWCB's formal approval letter are included in **Appendix G**.

6.3 Periodic Review and Update

The Town plans to review and update this efficiency plan every seven years. The next update is scheduled to be completed in 2022.

APPENDIX A
Definition of Terms

DEFINITION OF TERMS & TERMINOLOGY

This section provides an overview of some of the common terminology used in this document. Please note that this is not a comprehensive list of all terms and definitions. Other important terminology is reserved for discussion in the document.

<i>AF:</i>	Acre-foot: The amount of water it would take to cover one acre of land to a depth of one foot; approximately 325,851 gallons.
<i>Average Day Demand:</i>	Average daily treatment plant production divided by the total tap equivalents served
<i>BMP:</i>	Best Management Practice
<i>Build-out:</i>	Theoretical maximum development of city, town, district, or service area
<i>C-BT Quota:</i>	The percentage set by the NCWCD Board of Directors each water year which determines the amount of ac-ft per unit of CBT, i.e. 70% quota equals 0.7 ac-ft per CBT unit.
<i>C-BT:</i>	Colorado Big Thompson
<i>Central Weld (CWCWD):</i>	Central Weld County Water District
<i>CRC:</i>	Community Recreation Center (in Windsor)
<i>CReSC:</i>	Center for Resource Conservation
<i>CWCB:</i>	Colorado Water Conservation Board
<i>Demand management:</i>	The implementation of water efficiency activities to reduce water deliveries (demands) and or improve efficiencies within the distribution system. For purposes of this document, demand management refers to both system and customer water demands. Demand management is used interchangeably with water efficiency.

<i>Demand-side:</i>	The distribution and consumption of treated water supplies for domestic purposes or the delivery and use of reclaimed water or untreated raw (i.e. ditch water, groundwater) for non-potable purposes such as irrigation or industrial processes.
<i>Dual water supply systems:</i>	Water supply systems that use a combination of treated water to meet potable water needs and reclaimed water and/or non-treated water (i.e. untreated ditch water and groundwater) to meet non-potable water needs.
<i>ELCO:</i>	East Larimer County Water District
<i>ET Controllers:</i>	Evapo-transpiration controllers adjust the amount of water applied from sprinkler systems based on soil moisture and weather conditions.
<i>ET:</i>	Evapo-transpiration: The rate at which water is removed from the soil by evaporation and from plant surfaces by transpiration.
<i>FCLWD:</i>	Fort Collins-Loveland Water District
<i>GMA:</i>	Growth Management Area
<i>GPCD:</i>	Gallons per capita per day: A measure of efficiency to determine the approximate amount of water that each resident within an area utilizes each day.
<i>Maximum Day:</i>	The largest amount of water used in a single day.
<i>MG:</i>	Million gallons
<i>MGD:</i>	Million gallons per day
<i>MWEP:</i>	Municipal Water Efficiency Plan
<i>NCWCD:</i>	Northern Colorado Water Conservancy District. More often referred to as Northern Water (see Northern Water)
<i>NEPA:</i>	National Environmental Policy Act
<i>NISP:</i>	Northern Integrated Supply Project
<i>Non-Potable Use:</i>	Water that is not treated and used for irrigation or other uses than potable. The District currently does not have a non-potable water supply.

<i>Non-revenue water:</i>	Annual non-revenue water (previously referred to as unaccounted for water) consists of unbilled authorized uses (i.e. hydrant flushing), apparent losses, and real losses. Real losses consist of leaks in the water distribution system that does not reach the end user. Apparent losses consist of unauthorized consumption, customer metering inaccuracies, and data handling errors.
<i>NPIC:</i>	North Poudre Irrigation Company
<i>NWCWD:</i>	North Weld County Water District
<i>Peak Hour:</i>	The largest amount of water used in a single hour – typically occurs on the Maximum Day.
<i>Phreatophytes:</i>	Species of plants and trees that consume groundwater through their root zones below the water table such as Cottonwood and Russian Olive trees.
<i>PIF:</i>	Plant Investment Fee, fee charged to developers for on-going maintenance cost of infrastructure replacement and repair.
<i>Potable Use:</i>	Water that is treated to drinking water standards for municipal use, including residential and commercial use. The District's CBT water is used for potable use.
<i>SCFP:</i>	Soldier Canyon Filter Plant
<i>SFE:</i>	Single Family Equivalent, unit of measure used in planning to adjust water use for multi-family dwellings, such as townhomes or condominiums, to a single residential equivalent.
<i>Supply-side:</i>	Water supply operations and facilities that include the diversion, extraction, storage, and transmission of untreated water.
<i>SWSI:</i>	State Wide Supply Initiative
<i>System water demand:</i>	Volume of water necessary to meet customer water needs within a certain period of time. System water demand is typically measured at the point of discharge from the water treatment plant and includes non-revenue water. In dual water supply systems, system water demand may also include the distribution and delivery of non-potable water (i.e.: reclaimed water and untreated ditch and groundwater) to meet irrigation needs.
<i>TE:</i>	Tap Equivalent, unit of measure often used by providers to adjust water use for larger taps such as multi-family or commercial, to a single residential tap equivalent of 5/8".

<p><i>Water efficiency:</i></p>	<p>Water efficiency includes the practices, techniques, and technologies that extend water supplies either directly through water savings or through substituting alternative supplies such as reuse. For purposes of this document, water efficiency is inclusive of water conservation and is used instead of "water conservation." The term water efficiency captures the essential objective of a local plan which is to improve the efficiency of a municipal demand and water supply system. Water efficiency includes both system demands and customer water demands.</p> <p><i>Note: CWCB's former 2005 Water Conservation Plan Development Guidance Document and other literature on conservation and water use efficiency distinguish supply-side and demand-side water use efficiency. These resources generally characterize demand-side as technical efficiencies (e.g. water efficient toilets) and behaviors (e.g. taking shorter showers) that save water at the end use/water user level. Supply-side refers to water efficiency at the system level such as the repair of pipeline leaks and water reuse. For purposes of this Plan, the distinction between these water efficiency encompasses both supply and demand side efficiencies.</i></p>
<p><i>Water efficiency activities:</i></p>	<p>Traditionally water efficiency activities have been referred to as water conservation measures and or water conservation programs. For purposes of this document, measures and programs are replaced with water efficiency activities. Water efficiency activities encompass all efforts to either save water or improve efficiencies within a water supply system.</p>
<p><i>WCP:</i></p>	<p>Water Conservation Plan. CWCB's previous designation for (Municipal) Water Efficiency Plans</p>
<p><i>Wind and Rain Sensor:</i></p>	<p>A device that is connected to the irrigation system controller that will temporarily shut off irrigation when a pre-determined amount of rain or wind is detected.</p>
<p><i>WSSC:</i></p>	<p>Water Supply and Storage Company</p>
<p><i>WTP:</i></p>	<p>Water treatment plant</p>
<p><i>WWTP:</i></p>	<p>Wastewater treatment plant</p>



APPENDIX B

Municipal Water Efficiency Plan Guidance Document Worksheets

WORKSHEET A - WATER SUPPLY LIMITATIONS AND FUTURE NEEDS

Limitation and/or Future Need [1]	[2]		Comments on Limitation or Future Need [3]	How is Limitation or Future Need Being Addressed [4]
	Yes	No		
System is in a designated critical water supply shortage area	X		SWSI	Water Efficiency Planning
System experiences frequent water supply shortages and/or emergencies		X		
System has substantial non-revenue water		X	7% last 5 years	
Experiencing high rates of population and demand growth		X	Appear to be leveling off. Higher than surrounding communities.	Town continues to add to their water right and storage portfolio for future development.
Planning substantial improvements or additions		X	Have recently added a 3 MG storage tank and are planning on adding a new water line from NWCWD	
Increases to wastewater system capacity anticipated		X		
Need additional drought reserves		X		
Drinking water quality issues		X	None	
Aging infrastructure in need of repair		X	Town is consistently upgrading their older infrastructure	
Issues with water pressure in portions of distribution system		X	No Issues	

Instructions:

[1] This column provides a list of limitations/future needs related to planning and operating the water supply system.

[2] Enter an "X" to show whether or not the system exhibits the limitations/future needs.

[3] Include any comments regarding the limitations/future needs that may be useful to consider in the planning process.

[4] If applicable, include how the limitation/future need is being addressed.

WORKSHEET D - IDENTIFICATION AND SCREENING OF FOUNDATIONAL ACTIVITIES

Water Efficiency Activities for Screening (1)	State Statute Requirement (2)	Identification		Carry to Evaluation (5)	Reason for Elimination (6)
		Existing/ Potential Activity (3)	Targeted Customer Category (4)		
Metering (BP1)					
Automatic Meter Reading Installation and Operations	V, VII	E	All Categories	X	
Submetering for Large Users (Indoor and Outdoor)	V	P	All Categories [a]		Will re-evaluate with future planning efforts
Meter Testing and Replacement	V	E	Non-Revenue	X	
Meter Upgrades	V	P	All Categories		Have upgraded to Orion
Identify Unmetered/Unbilled Treated Water Uses	V	E	Non-Revenue	X	Evaluation will be combined with system wide water audits
Data Collection - Monitoring and Verification (BP2)					
Frequency of Meter Reading	VII	E	All Categories		
Tracking Water Use by Customer Type	VII	E	All Categories		Activities not evaluated in cost/benefit analysis because it is difficult to quantify savings
Upgrade Billing System to Track Use by Sufficient Customer Types	VII	E	All Categories		
Tracking Water Use for Large Customers	VII	E	All Categories		
Area of Irrigated Lands in Service Area (e.g. acres)	VII	P	All Categories		Will re-evaluate with future planning efforts
Water Use Efficiency Oriented Rates and Tap Fees (BP1)					
Volumetric Billing	VII, VIII	E	All Categories [a]	X	Included in Water Rate Adjustments
Water Rate Adjustments	VII, VIII	E	All Categories [a]	X	
Frequency of Billing	VII	E	All Categories [a]		Activities not evaluated in cost/benefit analysis because it is difficult to quantify savings
Inclining/Tiered Rates	VII, VIII	E	All Categories [a]	X	Included in Water Rate Adjustments
Water Budgets	VII, VIII	P	All Categories [a]	X	Evaluation combined with a water efficient rate structure evaluation
Tap Fees with Water Use Efficiency Incentives	VII	P			Will re-evaluate with future planning efforts
System Water Loss Management and Control (BP3)					
System Wide Water Audits	V	E		X	
Control of Apparent Losses (with Metering)	V	E	Non-Revenue	X	
Leak Detection and Repair	V	E	Non-Revenue	X	
Water Line Replacement Program	V	E	Non-Revenue	X	
Planning (BP2)					
Integrated Water Resources Plans		E	All Categories		Will re-evaluate with future planning efforts
Master Plans/Water Supply Plans		E	All Categories	X	
Capital Improvement Plans		E	All Categories		Activities not evaluated in cost/benefit analysis because it is difficult to quantify savings

Instructions:

- [1] This column provides a list of possible activities & identifies the Best Practice activity as defined in the Colorado WaterWise Guidebook of Best Practices (BP) for Municipal Water Conservation in Colorado. List additional activities identified through the planning process.
- [2] This column identifies, by roman numeral, the elements that correspond with the best practices and that shall be fully considered in the planning process per Colorado State Statute 37-60-126.
- [3] Specify whether the activity is "Existing" or a "Potential" activity to carry through screening by entering an "E" or "P", respectively.
- [4] As applicable, specify which customer category (residential, commercial, etc.) is/would be impacted by the activity.
- [5] Based on the screening process, indicate which activities will be carried onto the evaluation phase with an "X".
- [6] If eliminated via screening, comment on why.

[a] All categories except Non-Revenue

[b] Outdoor Efficiency Activity: All categories except Non-Revenue potentially benefitted; InT-Sch, OutT-Res, OutT-Bus, OutT-Chu, and Dual-Bus excluded in calculations due to small percentages of customers in these categories.

[c] Indoor Efficiency Activity: All categories except Non-Revenue potentially benefitted; InT-Chu, OutT-Res, OutT-Bus, OutT-Chu, and Land excluded in calculations due to small percentages of customers in these categories.

WORKSHEET E - IDENTIFICATION AND SCREENING OF TARGETED TECHNICAL ASSISTANCE INCENTIVES

Water Efficiency Activities for Screening <u>[1]</u>	State Statute Requirement <u>[2]</u>	Existing/Potential Activity <u>[3]</u>	Identification SWSI Framework Levels <u>[4]</u>			Targeted Customer Category <u>[5]</u>	Carry to Evaluation <u>[6]</u>	Reason for Elimination <u>[7]</u>	
			Level 1 Municipal Uses	Level 2 Customers with the Largest Water Use	Level 3 Customer Type(s) in Service Area				
			Installation of Water Efficient Fixtures and Appliances						
Indoor Audits	I	P	X	X	X	InT-Res, OutT-Res, Dual-Res	X		
Toilet Retrofits	I	P	X	X	X	InT-Res, InT-Bus, Dual-Res, Dual-Bus		The Town will evaluate these activities with future planning efforts	
Urinal Retrofits	I	P	X	X	X				
Showerhead Retrofits	I	E	X	X	X			X	
Faucet Retrofits (e.g. aerator installation)	I	E	X	X	X			X	Included in Give-away kits (residential audit kit)
Water Efficient Washing Machines	I	P	X		X	InT-Res, OutT-Res, Dual-Res		Limited resources and/or need for these activities	
Water Efficient Dishwashers	I	P	X	X	X				
Efficient Swamp Cooler and Air Conditioning Use	I	P	X	X	X				
Low Water Use Landscapes									
Drought Resistant Vegetation	II	P	X	X	X	InT-Res, InT-Bus, Dual-Res, Dual-Bus		Will re-evaluate with future planning efforts	
Removal of Phreatophytes	II	P	X	X	X	All Categories [a]		Negative public response	
Irrigation Efficiency Evaluations/Outdoor Water Audits	II	P	X	X	X	InT-Res, OutT-Res, Dual-Res	X		
Outdoor Irrigation Controllers	II	P	X	X	X	InT-Res, InT-Bus, Dual-Res, Dual-Bus		The Town will evaluate these activities with future planning efforts	
Irrigation Scheduling/Timing	II	P	X	X	X				
Rain Sensors	II	P	X	X	X				
Residential Outdoor Meter Installations	II	P	X	X	X				Encouraged in standards
Xeriscape	II	E	X	X	X				Will re-evaluate with future planning efforts
Other Low Water Use Landscapes	II	P	X	X	X				Not interested in evaluation of this activity at this time
Irrigation Equipment Retrofits	II	P	X	X	X				
Water- Efficient Industrial and Commercial Water-Using Processes									
Specialized Nonresidential Surveys, Audits and Equipment Efficiency Improvements	III	P	X	X	X	InT-Bus, InT-Ind, InT-Sch, Dual-Bus		Will re-evaluate with future planning efforts	
Commercial Indoor Fixture and Appliance Rebates/Retrofits	III	P	X	X	X			X	PRSV replacement
Cooling Equipment Efficiency	III	P	X	X	X				Will re-evaluate with future planning efforts
Restaurant equipment	III	P	X	X	X				See Commercial Indoor Fixture and Appliance Rebates/Retrofits

WORKSHEET E - IDENTIFICATION AND SCREENING OF TARGETED TECHNICAL ASSISTANCE INCENTIVES

Incentives								
Toilet Rebates	X	P	X	X	X	InT-Res, InT-Bus, Dual-Res, Dual- Bus	X	Either rebates or retrofits/replacements
Urinal Rebates	X	P	X	X	X			Will re-evaluate with future planning efforts
Showerhead Rebates	X	P			X			Little need anticipated with Water Conservation Kits
Water Efficient Faucet or Aerator Rebates	X	P	X	X	X			Will re-evaluate with future planning efforts
Water Efficient Washing Machine Rebates	X	P			X			Not interested in evaluation of this activity at this time
Water Efficient Dishwasher Rebates	X	P			X			
Efficient Irrigation Equipment Rebates	II, X	P	X	X	X	InT-Res, OutT-Res, Dual-Res	X	
Landscape Water Budgets Information and Customer Feedback	II, X	P	X	X	X	InT-Res, InT-Bus, Dual-Res, Dual-		Limited resources for this program
Turf Replacement Programs/Xeriscape Incentives	II, X	P	X	X	X		X	
Give-aways	X	E	X	X	X	InT-Res, Dual-Res	X	

Instructions:

[1] This column provides a list of activities & if applicable, identifies the Best Practice activity as defined under *Colorado WaterWise Guidebook of Best Practices (BP) for Municipal Water Conservation in Colorado*. List additional activities identified through the planning process.

[2] This column identifies, by roman numeral, the elements that correspond with the best practices and that shall be fully considered in the planning process per Colorado State Statute 37-60-126.

[3] Specify whether the activity is an "Existing" or "Potential" activity to carry through screening by entering an "E" or "P", respectively.

[4] Specify which level the historical/potential activities fall under by entering an "X" in the appropriate column.

[5] As applicable, specify which customer category (residential, commercial, etc.) is/would be impacted by the activity.

[6] Based on the screening process, indicate which activities will be carried on the evaluation phase with an "X".

[7] If eliminated via screening, comment on why.

[a] All categories except Non-Revenue

[b] Outdoor Efficiency Activity: All categories except Non-Revenue potentially benefitted; InT-Sch, OutT-Res, OutT-Bus, OutT-Chu, and Dual-Bus excluded in calculations due to small percentages of customers in these categories.

[c] Indoor Efficiency Activity: All categories except Non-Revenue potentially benefitted; InT-Chu, OutT-Res, OutT-Bus, OutT-Chu, and Land excluded in calculations due to small percentages of customers in these categories.

WORKSHEET F - IDENTIFICATION AND SCREENING OF ORDINANCES AND REGULATIONS

Water Efficiency Activities for Screening [1]	State Statute Requirement [2]	Identification SWSI Framework Levels [4]					Targeted Customer Category [5]	Carry to Evaluation [6]	Reason for Elimination [7]
		Existing/ Potential Activity [3]	Level 1 Customer Type(s) within the Existing Service Area	Level 2 New Development	Level 3 Point of Sales on Existing Building Stock				
General Water Use Regulations									
Water Waste Ordinance (BP 5)	IX	E	X			All Categories	X		
Time of Day Watering Restriction	IX	E	X			All Categories [b]	X		
Day of Week Watering Restriction	IX	P	X			All Categories [b]			Will re-evaluate with future planning efforts
Water Overspray Limitations	IX	P	X			All Categories			May be incorporated into Water Waste Ordinance at a later date
Landscape Design/Installation Rules and Regulations									
Rules and Regulations for Landscape Design/Installation (BP 9)	IX	P	X	X		All Categories [b]	X		May be incorporated into the wording for the Rules and Regulations for Landscape Design/Installation Will re-evaluate with future planning efforts
Landscape Training and Certification (BP 8)	IX	P	X	X					
Irrigation System Installer Training and Certification (BP 8)	IX	P	X	X					
Soil Amendment Requirements (BP 9)	IX	P	X	X					
Turf Restrictions (BP 9)	IX	P	X	X					
Irrigation Equipment Requirements	IX	P	X	X					
Outdoor Water Audits/Irrigation Efficiency Regulations (BP 10)	IX	P	X	X					
Outdoor Green Building Construction (BP 8,9)	IX	P	X	X					
Indoor and Commercial Regulations									
High Efficiency Fixture and Appliance Replacement (BP 12)	IX	P	X	X	X	All Categories [c]			Will re-evaluate with future planning efforts
Commercial Cooling and Process Water Requirements (BP 14)	IX	P	X	X		InT-Bus, InT-Ind, InT-Sch, Dual-Bus			
Green Building Construction (BP 12)	IX	P	X	X		All Categories [a]			
Indoor Plumbing Requirements (BP 12)	IX	P	X	X					
City Facility Requirements (BP 12)	IX	P	X			InT-Bus	X		
Required Indoor Residential Audits (BP 13)	IX	P	X	X	X	InT-Res, OutT-Res, Dual-Res			Public response is anticipated to be negative
Required Indoor Commercial Audits (BP 14)	IX	P	X	X	X	InT-Bus, InT-Ind,			
Commercial Water Wise Use Regulations (Car Washes, Restaurants, etc.)	IX	P	X	X	X	InT-Sch, Dual-Bus			

Instructions:

- [1] This column provides a list of possible activities & if applicable identifies the Best Practice activity as defined under Colorado WaterWise Guidebook of Best Practices (BP) for Municipal Water Conservation in Colorado. List additional activities identified through the planning process.
- [2] This column identifies, by roman numeral, the elements that correspond with the best practices and that shall be fully considered in the planning process per Colorado State Statute 37-60-126.
- [3] Specify whether the activity is an "Existing" or "Potential" activity to carry through screening by entering an "E" or "P", respectively.
- [4] For current/historical activities, specify which level the activities fall under by entering an "X" in the appropriate column.
- [5] As applicable, specify which customer category (residential, commercial, etc.) is/would be impacted by the activity.
- [6] Based on the screening process, indicate which activities will be carried on the evaluation phase with an "X".
- [7] If eliminated via screening, comment on why.

[a] All categories except Non-Revenue

[b] Outdoor Efficiency Activity: All categories except Non-Revenue potentially benefitted; InT-Sch, OutT-Res, OutT-Bus, OutT-Chu, and Dual-Bus excluded in calculations due to small percentages of customers in these categories.

[c] Indoor Efficiency Activity: All categories except Non-Revenue potentially benefitted; InT-Chu, OutT-Res, OutT-Bus, OutT-Chu, and Land excluded in calculations due to small percentages of customers in these categories.

WORKSHEET G - IDENTIFICATION AND SCREENING OF EDUCATION ACTIVITIES

Water Efficiency Activities for Screening [1]	State Statute Requirement [2]	Existing/ Potential Activity [3]	Identification			Targeted Customer Category [5]	Carry to Evaluation [6]	Reason for Elimination [7]	
			SWSI Framework Levels [4]						
			Level 1 One-Way	Level 2 One-Way with Feedback	Level 3 Two-way communication				
Customer Education (BP6)									
Bill Stuffers	VI	E	X				X		
Newsletter	VI	E	X				X		
Newspaper Articles	VI	E	X			All Categories [a]	X		
Mass Mailings	VI	E	X				X		
Web Pages	VI	E	X	X			X		
Water Fairs	VI	E	X			InT-Res, OutT-Res, Dual-Res	X		
K-12 Teacher and Classroom Education Programs	VI	E		X	X		X		
Message Development/Campaign	VI	P	X					Not interested at this time	
Interactive Websites	VI	E	X	X	X	All Categories [a]	X		
Social Networking (e.g Facebook)	VI	E	X	X	X		X		
Customer Surveys	VI	P		X					Will re-evaluate with future planning efforts
Focus Groups	VI	P			X				
Citizen Advisory Boards	VI	E			X		X		
Technical Assistance									
Customer Water Use Workshops	VI			X				Not interested at this time	
Landscape Design and Maintenance Workshops	VI			X		All Categories [b]	X		
Xeriscape Demonstration Garden	VI		X	X			X		
Garden in a Box	VI					X			
Water Conservation Expert Available	VI				X	All Categories [a]		Limited resources for this program	

Instructions:

[1] This column provides a list of possible activities & if applicable identifies the Best Practice activity as defined under Colorado WaterWise Guidebook of Best Practices (BP) for Municipal Water Conservation in Colorado. List additional activities identified through the planning process.

[2] This column identifies, by roman numeral, the elements that correspond with the best practices and that shall be fully considered in the planning process per Colorado State Statute 37-60-126.

[3] Specify whether the activity is an "Existing" or "Potential" activity to carry through screening by entering an "E" or "P", respectively.

[4] For current/historical activities, specify which level the activities fall under by entering an "X" in the appropriate column.

[5] As applicable, specify which customer category (residential, commercial, etc.) is/would be impacted by the activity.

[6] Based on the screening process, indicate which activities will be carried on the the evaluation phase with an "X".

[7] If eliminated via screening, comment on why.

[a] All categories except Non-Revenue

[b] Outdoor Efficiency Activity: All categories except Non-Revenue potentially benefitted; InT-Sch, OutT-Res, OutT-Bus, OutT-Chu, and Dual-Bus excluded in calculations due to small percentages of customers in these categories.

[c] Indoor Efficiency Activity: All categories except Non-Revenue potentially benefitted; InT-Chu, OutT-Res, OutT-Bus, OutT-Chu, and Land excluded in calculations due to small percentages of customers in these categories.

WORKSHEET J - IMPLEMENTATION PLAN

Selected Water Efficiency Activities [1]	Historical Period of Implementation [2]	Estimated Period of Implementation [2]	Implementation Actions [3]	Entity/Staff Responsible for Implementation [6]	Coordination and Public Involvement [7]	Additional Comments [8]
Foundational Activities						
<i>Meter Testing and Replacement Program/Meter Upgrades</i>	2009 - present	ongoing		Engineering; Public Works		
<i>System Wide Water Audits</i>	2008 - present	ongoing		Engineering; Public Works		
<i>Control of Apparent Losses (with Metering)</i>		ongoing		Engineering; Public Works		
<i>Automatic Water Meter Reading Installation and Operations</i>	2008 - present	ongoing		Public Works		
<i>Water Efficient Rate Structure/Water Budgets with Regular Updates</i>	2003 - present	ongoing		Engineering		
<i>Leak Detection and Repair Program</i>	2003 - present	ongoing		Engineering; Public Works		
<i>Water Line Replacement Program</i>	Unknown - present	ongoing		Engineering; Public Works		
<i>Master Plans/Water Supply Plans</i>	2008 - present	ongoing		Various Town Staff		
<i>Parks and Open Space Meters</i>	2008 - present	ongoing		Wade Willis, Parks and Open Space		
Targeted Technical Assistance and Incentives						
<i>Slow the Flow Residential Irrigation Audits</i>		2017 - ongoing	Contact and coordinate with CReSC	Town Clerk; Customer Service	CReSC	
<i>Indoor Residential Water Audits</i>		2017 - ongoing	Contact and coordinate with CReSC	Town Clerk; Customer Service	CReSC	
<i>Pre-Rinse Spray Valve (PRSV) Upgrades</i>		2017 - ongoing	Contact and coordinate with CReSC	Town Clerk; Customer Service	CReSC	
<i>Residential and Commercial Ultra High-Efficiency Toilet Upgrade Service or High-Efficiency Toilet Rebate Program</i>		2018 - ongoing	Contact and coordinate with CReSC	Town Clerk; Customer Service	CReSC	
<i>Rebate for ET Irrigation System Controllers</i>		2016 - ongoing	Set up rebate program	Town Clerk; Customer Service		
<i>Give-Aways: Residential Water Audit Kits</i>	2013 - present	ongoing - with additional efforts	Additional marketing of availability	Town Clerk; Customer Service		
<i>Parks and Open Space Rain and ET Sensors</i>	2009 - present	ongoing - with additional sensors	Determine which parks are most advantageous	Wade Willis, Parks and Open Space		
Ordinances and Regulations						
<i>Water Waste Ordinance</i>	2003 - present	ongoing		Public Works		
<i>Time of Day Watering Restrictions</i>	2007 - present	ongoing		Public Works		
<i>Landscape Design Ordinances and Restrictions</i>		2017 - ongoing		Public Works		
<i>Town Facility Requirements</i>		2016 - ongoing	Inventory the number of fixtures that need to be replaced	Engineering; Public Works		Most facilities are already updated. Fixtures will be replaced as needed with more modern fixtures.

WORKSHEET J - IMPLEMENTATION PLAN

Education Activities						
<i>Education Activities: Bill Stuffers, Newsletters, Newspaper Articles, Mass Mailings, Website</i>	2003 - present	ongoing		Town Clerk; Customer Service		
<i>Xeriscape Demonstration Garden</i>	2003 - present	ongoing		Bill Pratt; Town Clerk; Customer Service	Bill Pratt and DiGGers	
<i>Landscape Design (Xeriscape) and Maintenance Classes</i>	2012 - present	ongoing - with additional marketing	Coordinate with Bill Pratt and DiGGers	Bill Pratt; Town Clerk; Customer Service	Bill Pratt and DiGGers	
<i>Garden in a Box</i>		2017 - ongoing	Contact and coordinate with CReSC	Town Clerk; Customer Service	CReSC	

Instructions:

- [1] Provide the list of water efficiency activities selected for implementation during Step 4.
- [2] Provide period in which activity is going to be implemented.
- [3] Include information on specific actions necessary to implement the activities (e.g. advertise rebates to public).
- [4] Indicate timing of when the action are scheduled to be implemented (e.g. when leaks will be repaired, when rebate program will start, etc.).
- [5] Insert anticipated annual costs.
- [6] Specify which entity/staff responsible for implementing the activities.
- [7] If applicable, comment on necessary coordination among staff/other entities and how the public will be involved. This includes educational campaigns, feedback, direct participation in certain actions, etc.
- [8] Add any additional comments.

WORKSHEET K - SELECTION OF MONITORING DEMAND DATA FOR MONITORING PLAN

Monitoring Data [1]	HB 10-1051 Reporting Requirement [2]				Selection [3]				Entity/Staff Responsible for Data Collection and Evaluation [4]	Schedule/Timing of Monitoring [5]	Comments [6]
	Annual	Monthly	Bi-Monthly	Daily	Annual	Monthly	Weekly	Daily			
Total Water Use											
Total treated water supplied (metered at wholesale suppliers master meters)					X	X	X	X	Engineering, Public Works		
Total treated water delivered (sum of customer meters)	√				X	X			Engineering, Public Works		
Raw non-potable deliveries (Parks and Open Space)					X	X			Wade Willis (Parks and Open Space Division)		
Reclaimed water produced (metered at WWTP discharge)									N/A		
Reclaimed water delivered (sum of customer meters)									N/A		
Per capita water use					X				Engineering, Public Works		Per capita use based on residential population
Indoor and outdoor treated water deliveries					X				Engineering, Public Works		Estimated from daily average use during Dec - Mar
Treated water peak day produced									N/A		
Reclaimed water peak day produced									N/A		
Raw water peak day produced/delivered									N/A		
Non-revenue water	√				X				Engineering, Public Works		
Water Use by Customer Type											
Treated water delivered		√			X	X			Engineering, Public Works		
Raw non-potable deliveries (Parks and Open Space)					X	X			Wade Willis (Parks and Open Space Division)		
Reclaimed water delivered									N/A		
Residential per capita water use					X				Engineering, Public Works		Per capita use based on residential population
Unit water use (e.g. AF/account or AF/irrigated acre)					X				Engineering, Public Works		Based on taps
Indoor and outdoor treated water deliveries					X				Engineering, Public Works		Estimated from daily average use during Dec - Mar
Large users					X	X			Customer Service		No specific format. Mostly observational.
Other Accounting for Substitute Water Supply Plans					X	X	X		Wade Willis, Clear Water Solutions		
Other Demand Related Data											
Irrigated landscape (e.g. AF/acre or number of irrigated acres)					X				Engineering, Public Works		Town owned irrigated lands. Water Budgets may include additional analysis
Precipitation					X	X			Engineering, Public Works, Parks and Open Space		
Temperature					X	X			Engineering, Public Works, Parks and Open Space		
Evapotranspiration					X	X			Engineering, Public Works, Parks and Open Space		
Drought index information					X				Engineering, Public Works, Parks and Open Space		
Economic conditions					X				Finance, Engineering, Other Town Staff		
Population					X	X			Planning and Zoning		
New taps					X	X			Customer Service		

Instructions:

[1] This worksheets provides a list of possible demand data. Add additional demand data provider would like to monitor.

[2] Specifies annual reporting requirements per HB 10-1051.

[3] Select demand data provider plans to use to monitor effectiveness of water efficiency activities by inserting an "X" in appropriate boxes.

[4] Specify staff/entity responsible for data collection and evaluation.

[5] Specify the timing and/or set schedule in which data will be collected and evaluated.

[6] Add any additional comments.

APPENDIX C
Additional Tables

Table C1: Water Efficiency Activity Evaluation

Water Efficiency Activities for Evaluation	Existing/ Potential Activity	Targeted Customer Category	Evaluation			
			Projected Water Savings			Projected Implementation Costs over Planning Period Including Lost Revenue
			Total Water Savings over the Planning Period (AF)	Average Annual Water Savings (AF/yr)	Cost per 1,000 gal saved	
Foundational Activities						
<i>Meter Testing and Replacement Program</i>	E	Non-Revenue	21.97	2.20	\$14.70	\$105,183
<i>System Wide Water Audits</i>	E	Non-Revenue	17.57	1.76	\$5.24	\$30,000
<i>Control of Apparent Losses (with Metering)</i>	E	Non-Revenue	13.18	1.32	\$54.72	\$235,000
<i>Automatic Water Meter Reading Installation and Operations</i>	E	All Categories	54.84	5.48	\$4.87	\$87,014
<i>Water Efficient Rate Structure with Regular Updates</i>	E/P	All Categories [a]	1,412.75	141.28	\$0.21	\$96,400
<i>Water Budgets</i>	P	All Categories [a]	1,696.00	169.60	\$0.29	\$160,000
<i>Leak Detection and Repair Program</i>	E	Non-Revenue	35.14	3.51	\$11.18	\$128,000
<i>Water Line Replacement Program</i>	E	Non-Revenue	24.70	2.47	\$1,498.16	\$12,060,000
<i>Master Plans/Water Supply Plans</i>	E	All Categories	123.52	12.35	\$8.22	\$330,921
Targeted Technical Assistance and Incentives						
<i>Slow the Flow Residential Irrigation Audits</i>	P	InT-Res, OutT-Res, Dual-Res	15.38	0.28	\$16.38	\$82,099
<i>Indoor Residential Water Audits</i>	P	InT-Res, OutT-Res, Dual-Res	9.12	0.17	\$12.83	\$38,121
<i>Pre-Rinse Spray Valve (PRSV) Upgrades</i>	P	InT-Bus, InT-Ind, InT-Sch, Dual-Bus	65.54	1.19	\$5.38	\$114,852
<i>Residential and Commercial Ultra High-Efficiency Toilet Upgrade Service</i>	P	InT-Res, InT-Bus, Dual-Res, Dual-Bus	38.11	0.69	\$9.31	\$115,611
<i>Rebate for ET Irrigation System Controllers</i>	P	InT-Res, In-Bus, InT-Ind, Land	20.04	0.36	\$6.13	\$40,005
<i>High Efficiency Clothes Washer Rebate</i>	P	InT-Res, Dual-Res	9.97	0.18	\$20.60	\$21
<i>Give-Aways: Residential Water Audit Kits</i>	E	InT-Res, Dual-Res	13.58	0.25	\$18.24	\$80,687
<i>Turf Replacement Incentives</i>	P	InT-Res, In-Bus, InT-Ind, Dual-Res, Land	3.80	0.07	\$104.67	\$129,528
Ordinances and Regulations						
<i>Water Waste Ordinance</i>	E	All Categories	22.95	2.29	\$3.66	\$27,384
<i>Time of Day Watering Restrictions</i>	E	All Categories [b]	13.72	1.37	\$3.66	\$16,346
<i>Landscape Design Ordinances and Restrictions</i>	P	All Categories [b]	22.86	2.29	\$10.10	\$75,243
<i>Town Facility Requirements</i>	P	InT-Bus	4.70	0.47	\$26.85	\$41,150

Education Activities						
<i>Bill Stuffers</i>	E	All Categories [a]	335.42	33.54	\$5.01	\$547,478
<i>Newsletters</i>	E					
<i>Newspaper Articles</i>	E					
<i>Mass Mailings</i>	E					
<i>Website</i>	E					
<i>Water Fairs</i>	E					
<i>K-12 Teacher and Classroom Education Programs</i>	E					
<i>Interactive Websites</i>	E					
<i>Social Networking (e.g Facebook)</i>	E					
<i>Citizen Advisory Boards</i>	E					
<i>Xeriscape Demonstration Garden</i>	E	All Categories [b]	25.28	0.46	\$8.53	\$70,225
<i>Landscape Design (Xeriscape) and Maintenance Classes</i>	P/E	All Categories [b]	3.15	0.06	\$18.30	\$18,752
<i>Garden in a Box</i>	P	All Categories [b]	2.53	0.05	\$64.41	\$53,003

APPENDIX D
Activity Cost and Benefit Analysis

Meter Testing and Replacement Program

Large meters are sent in for testing and calibration every 7 years; small meters are replaced every 10 years. Faulty meters account for apparent losses (i.e. losses due to meter inaccuracies) and real losses (also known as physical losses).

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Savings Rate	1.25%
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Notes:

2010 - 2014 average system non-revenue leakage/loss rate was 7.1%. Natural Resources Defense Council estimate 10% of homes have leaks that waste 90 gals or more per day. These leaks are often go unaccounted due to faulty meters.

Category	Avg. Annual Water Use over Planning Period (MG)	Estimated Annual Water Savings (gal/yr)
Non Revenue Water	57.26	715,747
Estimated Annual Water Savings	0.72	MG/yr
Estimated Savings over Planning Period	7.2	MG

Costs

Total Cost to Water Provider

Labor Costs

Staff Hours	90
Hourly Cost	\$60.00
Annual Staff Costs	\$5,400
Third Party Costs	\$0.00
Evaluation and Follow-up Costs	\$0.00
Annual Labor	\$5,400.00

Notes:

The \$170.61 weighted average unit cost includes meter testing and replacement Residential = \$150/meter, Business and other Non-Residential categories = \$200/meter

Materials Costs

Unit Cost	\$170.61 /participant
Number of Meters/Year	30 /year
Annual Materials	\$5,118.35 /year

Estimated Annual Cost	\$10,518 /year
Estimated Total Cost over Planning Period	\$105,183
Cost per 1000 Gallons Saved	\$14.70

System Wide Water Audits

By utilizing System Wide Water Audits and paired with other measures (e.g., Meter Testing and Replacement and Leak Detection), Windsor identifies unmetered and unbilled treated water uses in order to assess where losses are occurring and how losses can be addressed. These losses are considered non-revenue water.

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Savings Rate **1.00%**

Category	Avg. Annual Water Use over Planning Period (MG)	Estimated Annual Water Savings (gal/yr)
Non Revenue Water	57.26	572,597

Notes:

By specifically identifying these losses, additional actions can be taken to reduce the water lost. This measure has the potential to improve all categories. A conservative reduction of 1% of projected annual water use was assumed.

Estimated Annual Water Savings **0.57** MG/yr
 Estimated Savings over Planning Period **5.7** MG

Costs

Total Cost to Water Provider

Labor Costs

Staff Hours	50 /year
Hourly Cost	\$60.00 /hour
Annual Staff Costs	\$3,000.00
Third Party Costs	\$0.00 /year
Evaluation and Follow-up Costs	\$0.00 /year
Annual Labor	\$3,000.00 /year

Notes:

Estimated staff costs for Staff to spend approximately 50 hours per year at \$60.00/hour to continue to develop within Windsor.

Although some revenue may be lost on the demand side, more revenue will likely be realized on the supply side.

Estimated Annual Cost	\$3,000 /year
Estimated Total Cost over Planning Period	\$30,000
Cost per 1000 Gallons Saved	\$5.24

Control of Apparent Losses (with Metering)

This measure entails utilizing existing meters as well as adding additional meters to determine where system losses are occurring. This measure is often coupled with System Wide Water Audits since they have similar benefits, and metering helps the auditing process.

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Savings Rate	0.75%
-------------------------------	-------

Notes:

2010 - 2014 average system non-revenue leakage/loss rate was 7.1%. One of the first steps in reducing losses is to identify where the losses are occurring. Metering and System Wide Water Audits help in this process.

Category	Avg. Annual Water Use over Planning Period (MG)	Estimated Annual Water Savings (gal/yr)
Non Revenue Water	57.26	429,448

Estimated Annual Water Savings	0.43	MG/yr
Estimated Savings over Planning Period	4.3	MG

Costs

Total Cost to Water Provider

Labor Costs

Staff Hours	100.0
Hourly Cost	\$60.00
Annual Staff Costs	\$6,000
Third Party Costs	
Evaluation and Follow-up Costs	
Annual Labor	\$6,000.00

Estimated staff costs for Staff to spend approximately 100 hours per year at \$60.00/hour to continue to develop within Windsor.

Materials Costs

Unit Cost	\$3,500.00	/meter
Number of New Meters	5	/year
Annual Materials	\$17,500.00	/year

Meters range in price depending on size and type. Prices range from \$2000/unit to over \$5,000 per unit. Unit cost represents an approximate average.

Estimated Annual Cost	\$23,500.00	/year
Estimated Total Cost over Planning Period	\$235,000.00	
Cost per 1000 Gallons Saved	\$54.72	

Automatic Water Meter Reading Installation and Operations

All of Windsor customer meters have been upgraded to Orion AMR meters. The Town is not currently planning on further upgrades to an AMI system during the Planning Period. AMR meters allow for data to be processed quicker with less sources of error.

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Customer Category	Avg. Annual Water Use over Planning Period (MG)	Estimated Annual Savings Rate	Estimated Annual Water Savings (gal/yr)
Non-Revenue	57.26	0.25%	143,149
In Town Residential	391.76	0.25%	979,412
In Town Business	56.80	0.15%	85,199
In Town Industrial	82.08	0.10%	82,083
In Town School	7.19	0.15%	10,791
In Town Church	2.57	0.15%	3,854
Out of Town Residential	1.02	0.25%	2,544
Out of Town Business	0.16	0.15%	237
Out of Town Church	0.04	0.15%	54
Residential Dual System	141.49	0.25%	353,717
Business Dual System	6.80	0.15%	10,200
Landscape Only	57.82	0.20%	115,642

Estimated Annual Water Savings	1.79	MG/yr
Estimated Savings over Planning Period	17.9	MG

Notes:

Because there is not customer interaction with an online webpage, savings is estimated to be relatively small. AMR meters are still an improvement over the older manual read meters because data can be processed quicker, and there are less sources for error.

Costs

Total Cost to Water Provider

Labor Costs

Staff Hours	45	/year
Hourly Cost	\$60.00	/hour
Annual Labor	\$2,700.00	/year

Notes:

Annual Staff Costs for this savings measure include data processing. Other costs, such as fuel and vehicle maintenance are not included since some costs would be associated with reading the meters no matter what the scenario.

Water Rates

Rate Category	Current Rates (per 1,000 gals)
<i>Non-Revenue</i>	N/A
<i>In Town Residential</i>	\$3.65
<i>In Town Business</i>	\$3.62
<i>In Town Industrial</i>	\$3.83
<i>In Town School</i>	\$3.62
<i>In Town Church</i>	\$3.62
<i>Out of Town Residential</i>	\$5.47
<i>Out of Town Business</i>	\$5.43
<i>Out of Town Church</i>	\$5.43
<i>Residential Dual System</i>	\$3.62
<i>Business Dual System</i>	\$3.62
<i>Landscape Only</i>	\$3.63

Notes:

Water rates are based on a weighted average for each customer category and incorporate seasonal usage.

The revenue calculations do not include the base fee since the base fee does not cover any usage volume.

Estimated Revenue assumes that the current rates will not change significantly over the planning period.

Estimated Average Annual Revenue without Water Savings	<u>\$2,737,682 /year</u>
Estimated Average Annual Revenue with Water Savings	<u>\$2,731,681 /year</u>
Estimated Annual Revenue Loss Related to Water Savings	<u>\$6,001 /year</u>

Estimated Annual Cost	<u>\$8,701 /year</u>
Estimated Cost over Planning Period not including Lost Revenue	<u>\$27,000</u>
Estimated Total Cost over Planning Period Including Lost Revenue	<u>\$87,014</u>
Cost per 1000 Gallons Saved	\$4.87

Water Efficient Rate Structure/Water Budgets with Regular Updates

Based on many studies, water rates (e.g., inclining and/or tiered) are one of the most effective ways to encourage efficient water use. A rate study is necessary to ensure maximum water conservation savings. Windsor's last rate study was conducted in 2011. Because they are very interrelated, this measure also includes Inclining/Tiered rates and Volumetric Billing within it.

Windsor is also investigating a Water Budget type of Rate Structure. Every water customer has unique water needs. For this activity, Windsor proposes to bill customers using a personalized water budget (typically based on some type of predetermined allotment) that will reflect their specific water needs. The goal of a water budget structure is to encourage customers to use water more efficiently by rewarding efficient water use and reducing water waste. Those customers who are efficient, use the lowest-cost water and therefore pay the lowest rates. Customers who are inefficient pay more for the increasing cost of the water they consume.

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Customer Category	Avg. Annual Water Use over Planning Period (MG)	Annual Estimated Savings Rate	Estimated Annual Water Savings (gal/yr)
Non-Revenue	57.26	0.00%	0
In Town Residential	391.76	8.00%	31,341,190
In Town Business	56.80	3.00%	1,703,974
In Town Industrial	82.08	1.50%	1,231,248
In Town School	7.19	2.00%	143,880
In Town Church	2.57	2.00%	51,383
Out of Town Residential	1.02	7.50%	76,325
Out of Town Business	0.16	2.50%	3,943
Out of Town Church	0.04	1.25%	454
Residential Dual System	141.49	6.00%	8,489,207
Business Dual System	6.80	1.50%	101,999
Landscape Only	57.82	5.00%	2,891,048

Notes:

Assumed a conservative reduction of per customer category of projected total billed water. Rate change studies have often shown an even greater savings (e.g., Southwest Florida Water Management District study indicated a 13% savings). Conservative savings rates were applied to each category. Providers using Water Budget rate structures have often indicated an even greater savings than just a straight tiered rate type of structure.

Estimated Annual Water Savings	46.03	MG/yr
Estimated Savings over Planning Period	460.3	MG

Costs

Total Cost to Water Provider

Labor Costs	
Staff Hours	44 /year
Hourly Cost	\$60.00 /hour
Annual Staff Costs	\$2,640.00
Third Party Costs (Rate study) Evaluation and Follow-up Costs (Labor/Consultant)	\$7,000.00 /year
Annual Labor	\$9,640.00 /year

Notes:

Annual staff costs include coordination with consultants.

Annual Revenue Lost due to water savings is not incorporated into the Total Cost to Water Provider because these costs are absorbed and included in the rate adjustments to the customers.

Total Cost to Water Provider

Estimated Annual Cost	\$9,640 /year
Estimated Total Cost over Planning Period	\$96,400
Cost per 1000 Gallons Saved	\$0.21

Leak Detection and Repair Program

Currently Windsor combines customer service staff's analysis of billed water use, maintenance personnel's water line observations, along with help from outside consultants ("American Leak Detection" and "National Meter and Automation Inc." to evaluate their system for leaks. Repairs to the system are made as needed.

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Savings Rate	2.00%
Annual Estimated Non-Revenue Water without Savings	57.26 MG/yr
Estimated Annual Water Savings	1.15 MG/yr
Estimated Savings over Planning Period	11.5 MG

Notes:

2010 - 2014 average system unaccounted leakage/loss rate was 7.1%.

Savings equals the current projected water usage of non-revenue water multiplied by the estimated savings rate.

Costs

Total Cost to Water Provider

Labor Costs

Staff Hours	80	/year
Hourly Cost	\$60.00	/hour
Annual Staff Costs	\$4,800.00	
Third Party Costs (Leak Detection Consult)	\$8,000.00	/year
Evaluation and Follow-up Costs (Labor/Consultant)		/year
Annual Labor	\$12,800.00	/year

Notes:

Third Party Costs include leak survey performed annually by a consultant.

Annual staff costs include coordination with consultants.

Estimated Annual Cost	\$12,800	/year
Estimated Total Cost over Planning Period	\$128,000	
Cost per 1000 Gallons Saved	\$11.18	

Water Line Replacement Program

This measure involves a continuing process of replacing old pipes within Windsor

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Savings Rate	2.0%	of area replaced
Estimated Percentage of Usage of Area Affected	5.0%	
Annual Estimated Water Usage for Area Affected	40.25	MG/yr
Estimated Water Production over Planning Period without Savings	402.49	MG
Estimated Annual Water Savings	0.80	MG/yr
Estimated Savings over Planning Period	8.0	MG

Notes:

The line replacement is estimated to affect approximately 5% of the service area each year.

Costs

Total Cost to Water Provider

Labor Costs

Staff Hours	100	/year
Hourly Cost	\$60	/hour
Annual Labor	\$6,000	/year

Labor and Materials Costs

Annual Materials Budget	\$1,200,000	/year
Annual Materials	\$1,200,000	/year

Notes:

Staff Hours include coordinating with outside contractors

Notes:

Costs provided by Windsor. \$1.2 million budgeted for 2016

Estimated Annual Cost	\$1,206,000	/year
Estimated Total Cost over Planning Period	\$12,060,000	
Cost per 1000 Gallons Saved	\$1,498.16	

Master Plans/Water Supply Plans

Windsor plans to continue developing, updating, and evaluating plans (i.e. Master Plans, Water Supply Plans, Capital Improvement Plans, and Water Efficiency Plans) that will improve its overall water efficiency and help plan for future use.

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Savings Rate	0.50%
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Notes:

This measure has the potential to improve all categories. A conservative reduction of 0.5% of projected annual water use was assumed.

Category	Avg. Annual Water Use over Planning Period (MG)	Estimated Annual Water Savings (gal/yr)
Non-Revenue	57.26	286,299
In Town Residential	391.76	1,958,824
In Town Business	56.80	283,996
In Town Industrial	82.08	410,416
In Town School	7.19	35,970
In Town Church	2.57	12,846
Out of Town Residential	1.02	5,088
Out of Town Business	0.16	789
Out of Town Church	0.04	182
Residential Dual System	141.49	707,434
Business Dual System	6.80	34,000
Landscape Only	57.82	289,105

Estimated Annual Water Savings	4.02	MG/yr
Estimated Savings over Planning Period	40.2	MG

Costs

Total Cost to Water Provider

Labor Costs	
Staff Hours	90 /year
Hourly Cost	\$60.00 /hour
Annual Staff Costs	\$5,400.00
Third Party Costs	\$14,000.00 /year
Evaluation and Follow-up Costs	/year
Annual Labor	\$19,400.00 /year

Notes:

Estimated staff costs for Staff to spend an average of 90 hours per year at \$60.00/hour to help develop the various Plans for the Town.

Water Rates

Rate Category	Current Rates (per 1,000 gals)
<i>Weighted average of customer rates</i>	\$3.66

Notes:

The annual revenue loss was estimated based on a weighted average of current rates for all Windsor customers.

Estimated Revenue assumes that the current rates will not change significantly over the planning period.

Estimated Average Annual Revenue without Water Savings	<u>\$2,738,427</u> /year
Estimated Average Annual Revenue with Water Savings	<u>\$2,724,735</u> /year
Estimated Annual Revenue Loss Related to Water Savings	<u>\$13,692</u> /year

Estimated Annual Cost	<u>\$33,092</u> /year
Estimated Cost over Planning Period not including Lost Revenue	<u>\$194,000</u>
Estimated Total Cost over Planning Period Including Set-up and Lost Revenue	<u>\$330,921</u>
Cost per 1000 Gallons Saved	<u>\$8.22</u>

Slow the Flow Residential Irrigation Audits

CReSC offers multiple programs including Slow the Flow sprinkler consultations for Windsor's residential customers. "The service usually takes 90 minutes and involves a visual inspection, data collection, and in-depth evaluation. The consultant will deliver a clear and actionable list of suggestions to reduce water use and runoff at each property, while keeping landscapes and lawns healthy." -CReSC

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Savings Rate	5%
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Customer Category	Avg. Annual Outdoor Water Use Over the Planning Period (gal/tap)	Estimated Annual Water Savings (gal/tap/yr)	Annual Program Participants (taps)
In Town Residential	47,729.0	2,386	37
Out of Town Residential	41,722.5	2,086	1
Residential Dual System	7,628.7	381	2

Estimated Annual Water Savings	0.091	MG/yr
Estimated Savings over Planning Period	5.0	MG

Notes:

The outdoor use estimates are based on the following approximations for each customer category: In Town Residential = 47%, Out of Town Residential = 40%, Residential Dual System = 12%.

Assumed a conservative estimate of 5% savings of projected outdoor water usage. Customers have to put Auditor's advice and suggestions into practice.

Program Participants based on other water providers' participation rates for similar numbers of people. Dual System customers are assumed to be much less likely to participate in audits.

Costs

Total Cost to Water Provider

Labor Costs	
Staff Hours	30 /year
Hourly Cost	\$60 /hour
Annual Labor	\$1,800 /year
Third Party Costs	
Audit Cost	\$114
Number of Participants	40 /year
Annual Cost	\$4,560 /year

Notes:

Costs include staff time for implementing (approximately 45 min. per participant). Program is largely organized by CReSC.

Third Party Costs include CReSC's time. Residential audits = \$114/audit

Water Rates

Rate Category	Current Rates (per 1,000 gals)
<i>In Town Residential</i>	3.65
<i>Out of Town Residential</i>	5.47
<i>Residential Dual System</i>	3.62

Note:

The annual revenue loss was estimated based on current rates for the listed Town customer categories.

Estimated Revenue assumes that the current rates will not change significantly over the planning period.

Estimated Average Annual Revenue without Water Savings	<u>\$36,999 /year</u>
Estimated Average Annual Revenue with Water Savings	<u>\$35,149 /year</u>
Annual Revenue Loss Related to Water Savings	<u>\$1,850 /year</u>

Estimated Annual Cost	<u>\$8,210 /year</u>
Estimated Cost over Planning Period not including Lost Revenue	<u>\$63,600</u>
Estimated Total Cost over Planning Period Including Set-up and Lost Revenue	<u>\$82,099</u>
Cost per 1000 Gallons Saved	<u>\$16.38</u>

Indoor Residential Water Audits

Center for ReSource Conservation (CReSC) also offers indoor water audits (w/ low-flow shower-heads and faucet aerators) "Slow the Flow offers consultations on residential water use and suggests simple measures to increase water use efficiency in the home. During the session the consultant will measure outputs from faucets, toilets, and shower-heads, and perform a cost/benefit analysis on fixture replacement options. He/She may also install low-flow shower-heads and faucet aerators at no cost. The consultation will leave the home owner with a customized list of recommendations for increasing efficient water use." -CReSC

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Savings Rate	5%
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Customer Category	Avg. Annual Indoor Water Use Over the Planning Period (gal/tap)	Estimated Annual Water Savings (gal/tap/yr)	Annual Program Participants (taps)
In Town Residential	53,380.1	2,669	13
Out of Town Residential	60,836.0	3,042	1
Residential Dual System	54,285.9	2,714	6

Estimated Annual Water Savings	0.054	MG/yr
Estimated Savings over Planning Period	2.97	MG

Notes:

The indoor use estimates are based on the following approximations for each customer category: In Town Residential = 52%, Out of Town Residential = 59%, Residential Dual System = 87%.

Assumed a conservative estimate of 5% savings of projected indoor water usage . Customers have to put Auditor's advice and suggestions into practice. Shower heads and aerators will be installed by CReSC.

Program Participants based on other water providers' participation rates for similar numbers of people. Indoor audits tend to be less popular than outdoor audits.

Costs

Total Cost to Water Provider

Labor Costs	
Staff Hours	15 /year
Hourly Cost	\$60 /hour
Annual Staff Costs	\$900
Third Party Costs	/year
Evaluation and Follow-up Costs	/year
Annual Labor	\$900 /year
Third Party Costs	
Audit Costs	\$90
Number of Participants	20 /year
Annual Third Party Cost	\$1,800 /year

Notes:

Costs include staff time for implementing (approximately 45 min. per participant). Program is largely organized by CReSC
 Third Party Costs include CReSC 's time.
 Residential audits = \$90/audit

Water Rates

Rate Category	Current Rates (per 1,000 gals)
<i>In Town Residential</i>	3.65
<i>Out of Town Residential</i>	5.47
<i>Residential Dual System</i>	3.62

Note:

The annual revenue loss was estimated based on current rates for the listed Town customer categories.

Estimated Revenue assumes that the current rates will not change significantly over the planning period.

Estimated Average Annual Revenue without Water Savings	\$22,241 /year
Estimated Average Annual Revenue with Water Savings	\$21,129 /year
Annual Revenue Loss Related to Water Savings	\$1,112 /year

Estimated Annual Cost	\$3,812 /year
Estimated Cost over Planning Period not including Lost Revenue	\$27,000
Estimated Total Cost over Planning Period Including Set-up and Lost Revenue	\$38,121
Cost per 1000 Gallons Saved	\$12.83

Pre-Rinse Spray Valve (PRSV) Upgrades

Center for ReSource Conservation (CReSC) offers this program. "Save water in commercial kitchens with a quick, easy, and effective pre-rinse spray valve (PRSV) upgrade. This 15-minute swapping service is offered at no cost to businesses and creates instant, measurable water and energy savings" -CReSC

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Savings Rate	2.4%
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Customer Category	Avg. Annual Indoor Water Use Over the Planning Period (gal/tap)	Estimated Annual Water Savings (gal/tap/yr)	Annual Program Participants (taps)
In Town Business	192,260	4,500	2
In Town Industrial	1,214,173	29,300	11
In Town School	376,299	9,000	4
Business Dual System	286,706	7,000	3

Estimated Annual Water Savings	0.39	MG/yr
Estimated Savings over Planning Period	21.4	MG

Notes:

CReSC estimates a savings of 20,000 per PRSV swap. Pre-rinse nozzles for dishwashers are installed by CReSC. Number of participants and savings rates are also based upon per tap water usage and percentage of water usage.

Costs

Total Cost to Water Provider

Labor Costs	
Staff Hours	15 /year
Hourly Cost	\$60 /hour
Annual Staff Costs	\$900
Third Party Costs	\$2,500 /year
Evaluation and Follow-up Costs	\$0 /year
Annual Labor	\$3,400 /year

Notes:

Costs include staff time (approximately 45 min./participant) for implementing and evaluation.

Third Party Costs include CReSC time. Minimum cost = \$2,500 for 20 installs. Material cost is incorporated into Third Party Costs and includes the cost of the fixture.

Water Rates

Rate Category	Current Rates (per 1,000 gals)
<i>In Town Business</i>	\$3.62
<i>In Town Industrial</i>	\$3.83
<i>In Town School</i>	\$3.62
<i>Business Dual System</i>	\$3.62

Estimated Average Annual Revenue without Water Savings	<u>\$335,981</u> /year
Estimated Average Annual Revenue with Water Savings	<u>\$327,896</u> /year
Annual Revenue Loss Related to Water Savings	<u>\$8,085</u> /year

Notes:

The annual revenue loss was estimated based on current rates for the indicated customer category.

Estimated Revenue assumes that the current rates will not change significantly over the planning period.

Estimated Annual Cost	<u>\$11,485</u> /year
Estimated Cost over Planning Period not including Lost Revenue	<u>\$34,000</u>
Estimated Total Cost over Planning Period Including Set-up and Lost Revenue	<u>\$114,852.12</u>
Cost per 1000 Gallons Saved	<u>\$5.38</u>

Residential and Commercial Ultra High-Efficiency Toilet Upgrade Service or High-Efficiency Toilet Rebate Program

Windsor hopes to participate in the Ultra High-Efficiency Toilet Upgrade Service offered by CReSC where participants can "Save thousands of gallons of water per year with the breakthrough technology of the Niagara Stealth Toilet." -CReSC. If Windsor does not participate in the CReSC program, then the Town will offer rebates instead for high efficiency toilet replacements. Number of participants is estimated to be approximately the same.

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Percent Savings **10%**

Annual Estimated Water Use Per Tap without Savings

Customer Category	Avg. Annual Indoor Water Use Over the Planning Period (gal/tap)	Estimated Annual Water Savings (gal/tap/yr)	Annual Program Participants (taps)
In Town Residential	53,380	5,338	19
In Town Business	192,260	19,226	3
Residential Dual System	54,286	5,429	7
Business Dual System	286,706	28,671	1

Estimated Annual Water Savings **0.23** MG/yr
 Estimated Savings over Planning Period **12.42** MG

Notes:

Estimated Water Use is based on indoor use for the listed Customer Categories. Other categories (e.g., In Town Church) may utilize the program, but the percentage of water use within the other categories is very small and therefore incorporated into the listed categories.

Upgrade service available through CReSC.

Savings based on Toilet Rebate program data provided by other water providers. Number of participants were adjusted to fit the population. CReSC has a minimum number of 30 toilets. After the data was filtered, calculated savings came to 10% for the Cost/Benefit analysis.

Estimated Savings over Planning Period is calculated by compounding the estimated annual water savings per the total number of participants for each given year. As more participants utilize the replacements or rebates, more savings is realized.

Costs

Total Cost to Water Provider

Labor Costs

Staff Hours	22.5	/year
Hourly Cost	\$60.00	/hour
Annual Labor	\$1,350.00	/year

Rebates

Rebate Cost	\$190.00	
Number of Participants	30	/year
Annual Rebate Cost	\$5,700.00	

Notes:

Annual staff time is estimated at approximately 45 min. per participant. This time includes water savings tracking.

Minimum participation is 30 toilets at \$5,700. Additional toilets are \$190 a piece. Costs for a rebate program may be lower, but savings is also likely to be lower.

Water Rates

Rate Category	Current Rates (per 1,000 gals)
<i>In Town Residential</i>	\$3.65
<i>In Town Business</i>	\$3.62
<i>Residential Dual System</i>	\$3.62
<i>Business Dual System</i>	\$3.62

Notes:

The annual revenue loss was estimated based on current rates for the listed Town customer categories.

Estimated Revenue assumes that the current rates will not change significantly over the planning period.

Estimated Average Annual Revenue without Water Savings	<u>\$45,111</u>	/year
Estimated Average Annual Revenue with Water Savings	<u>\$40,600</u>	/year
Annual Revenue Loss Related to Water Savings	<u>\$4,511</u>	/year

Estimated Annual Cost	<u>\$11,561</u>	/year
Estimated Cost over Planning Period not including Lost Revenue	<u>\$70,500</u>	
Estimated Total Cost over Planning Period Including Set-up and Lost Revenue	<u>\$115,611</u>	
Cost per 1000 Gallons Saved	<u>\$9.31</u>	

Rebate for ET Irrigation System Controllers

Windsor will offer rebates to customers for installing Smart Controllers for irrigation. Smart controllers sense either the soil moisture or climate conditions and adjust the irrigation scheduling accordingly.

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Savings Rate	5.0%
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Customer Category	Avg. Annual Outdoor Water Use Over the Planning Period (gal/tap)	Estimated Annual Water Savings (gal/tap/yr)	Annual Program Participants (taps)
In Town Residential	47,729	2,386	6
In Town Business	41,863	2,093	1
In Town Industrial	553,452	27,673	1
Landscape Only	746,624	37,331	2

Estimated Annual Water Savings	0.12	MG/yr
Estimated Savings over Planning Period	6.5	MG

Notes:

This measure affects projected outdoor water usage for the listed Customer Categories. Other customer categories may also benefit, but participation would be considerably less given the demographics or the very small percentage of customers within those categories.

Estimate that approximately 40% of total customer use is outdoor use.

Costs

Total Cost to Water Provider

Labor Costs	
Staff Hours	10 /year
Hourly Cost	\$60.00 /hour
Annual Staff Costs	\$600.00
Third Party Costs	\$0.00 /year
Evaluation and Follow-up Costs (Labor/Consultant)	\$0.00 /year
Annual Labor	\$600.00 /year
Rebates	
Rebates	\$100.00
Number of Participants	10 /year
Annual Rebate Cost	\$1,000.00 /year

Notes:

The main cost associated with issuing of rebates is verification of correct ET sensor and installation and the processing of the rebate.

Water Rates

Rate Category	Current Rates (per 1,000 gals)
<i>In Town Residential</i>	\$3.65
<i>In Town Business</i>	\$3.62
<i>In Town Industrial</i>	\$3.83
<i>Landscape Only</i>	\$3.63

Notes:

The annual revenue loss was estimated based on current rates for listed Town customers and assumes rates will not change significantly over the planning period.

Estimated Average Annual Revenue without Water Savings	<u>\$48,011</u> /year
Estimated Average Annual Revenue with Water Savings	<u>\$45,610</u> /year
Annual Revenue Loss Related to Water Savings	<u>\$2,401</u> /year

Estimated Annual Cost	<u>\$4,000.55</u> /year
Estimated Cost over Planning Period not including Lost Revenue	<u>\$16,000.00</u>
Estimated Total Cost over Planning Period Including Set-up and Lost Revenue	<u>\$40,005.48</u>
Cost per 1000 Gallons Saved	<u>\$6.13</u>

High Efficiency Clothes Washer Rebate

Windsor is planning on offering rebates to customers for High-Efficiency Clothes Washers.

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Residential Water Use Per Tap without Savings

Notes:

Customer Category	Avg. Annual Indoor Water Use Over the Planning Period (gal/tap)	Estimated Annual Water Savings (gal/tap/yr)	Annual Program Participants (taps)
In Town Residential	53,380	1,555	28
Residential Dual System	54,286	1,555	10

Residential Annual Use	53,620	gallons/tap/yr
Total	53,620	gallons/tap/yr

People per Household (tap)	2.70	
Laundry loads per tap per week	4.70	
Estimated savings per rebate	1,555	gallons/yr
Gallons Saved per Household per Year	1,555	gallons/yr

Annual Program Participants	38	/yr
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Estimated Annual Water Savings	0.06	MG/yr
Estimated Savings over Planning Period	3.25	MG

Notes:

Savings based on other water providers' results (0.25 loads per day) and on Amy Vicker's "Handbook for Water Use and Conservation". Vicker's savings based on 0.37 loads per person per day.

Costs

Total Cost to Water Provider

Labor Costs

Staff Hours	28.5	/year
Hourly Cost	\$60.00	/hour
Annual Staff Costs	\$1,710.00	
Evaluation and Follow up Costs	\$0.00	/year
Annual Labor	\$1,710.00	/year

Rebates

Rebate Cost	\$100.00	
Number of Participants	38	/year
Annual Rebate Cost	\$3,800.00	

Notes:

Estimated annual staff time is estimated at approximately 45 minutes per participant. This time includes water savings tracking.

Rebates offered to customers: 1 per household for \$100.

Water Rates

Rate Category	Current Rates (per 1,000 gals)
<i>In Town Residential</i>	\$3.65
<i>Residential Dual System</i>	\$3.62

Notes:

Estimated Revenue assumes that the current rates will not change significantly over the planning period.

Estimated Average Annual Revenue without Water Savings	<u>\$40,803</u> /year
Estimated Average Annual Revenue with Water Savings	<u>\$39,619</u> /year
Annual Revenue Loss Related to Water Savings	<u>\$1,183</u> /year

Estimated Annual Cost	<u>\$6,693</u> /year
Estimated Cost over Planning Period not including Lost Revenue	<u>\$55,100</u>
Estimated Total Cost over Planning Period Including Set-up and Lost Revenue	<u>\$66,934</u>
Cost per 1000 Gallons Saved	<u>\$20.60</u>

Give-Aways: Residential Water Audit Kits

Self-guided residential water audit kits are designed with the following items: a water saving hose nozzle, a water efficient shower head, two faucet aerators, a dish squeegee, a Toilet Tummy, leak detection tablets, and an outdoor moisture meter. Instructions for conducting the audit and evaluating the results can give residential customers insight and direction on how they can save water and money. The guidance offered in the instructions could lead the customer to take part in other conservation programs offered, including rebates, Garden in a Box, or Outdoor Water Audits.

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Savings Rate **1.00%**

	Avg. Annual Indoor Water Use Over the Planning Period (gal/tap)	Estimated Annual Water Savings (gal/tap/yr)	Annual Program Participants (taps)
In Town Residential	53,380	534	110
Residential Dual System	54,286	543	40

Estimated Annual Water Savings **0.08** MG/yr
 Estimated Savings over Planning Period **4.42** MG

Notes:

Estimated Savings over Planning Period is calculated by compounding the estimated annual water savings per the total number of participants for each given year. Estimated Water Use is based on the forecasted annual indoor water use since most of the audit kit contents are related to indoor savings efforts.

Costs

Total Cost to Water Provider

Labor Costs

Staff Hours (Website updates, etc.)	50	/year
Hourly Cost	\$60.00	/hour
Annual Labor	\$3,000.00	/year

Give Aways per Year

Give Away Kits per Year	200	/year
Materials Cost	\$3,458.00	/year

Notes:

Staff Hours are estimated at 15 minutes per kit or participant. Residential water conservation kits are available at wholesalers like AM Conservation Group, Inc. (www.amconservationgroup.com) for \$17.29 per unit for a bulk purchase of kits. Kits are customized to include the Windsor's logo. Windsor currently has a backstock of existing kits, so initial distribution will be less expensive.

Water Rates

Rate Category	Current Rates (per 1,000 gals)
<i>In Town Residential</i>	\$3.65
<i>Residential Dual System</i>	\$3.62

Notes:

The annual revenue loss was estimated based on current rates for listed Town customers.

Estimated revenue assumes that the current rates will not change over the planning period.

Estimated Average Annual Revenue without Water Savings	<u>\$161,068</u> /year
Estimated Average Annual Revenue with Water Savings	<u>\$159,458</u> /year
Annual Revenue Loss Related to Water Savings	<u>\$1,611</u> /year

Estimated Annual Cost	<u>\$8,069</u> /year
Estimated Cost over Planning Period not including Lost Revenue	<u>\$64,580</u>
Estimated Total Cost over Planning Period Including Set-up and Lost Revenue	<u>\$80,687</u>
Cost per 1000 Gallons Saved	\$18.24

Water Waste Ordinance

Windsor currently has an ordinance in place that specifies the responsibility of the property owners to keep the water lines on their property in good condition in order to prevent the waste of water.

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Savings Rate 0.10%

Notes:

This measure potentially affects all customer categories. A very conservative estimate of 0.10% savings is used for calculations.

Customer Category	Avg. Annual Water Use over Planning Period (MG)	Estimated Annual Water Savings (gal/yr)
Total Metered Water Use	747.73	747,730

Estimated Annual Water Savings 0.75 MG/yr
 Estimated Savings over Planning Period 7.5 MG

Costs

Total Cost to Water Provider

Labor Costs

Staff Hours	<u>0</u> /year
Hourly Cost	<u>\$60.00</u> /hour
Annual Labor	<u>\$0.00</u> /year

Notes:

Since there is already a policy in place, no additional time is estimated for Staff Hours.

Water Rates

Rate Category	Current Rates (per 1,000 gals)
Weighted average of customer rates	\$3.66

Notes:

The annual revenue loss was estimated based on a weighted average rate for all Town customer categories.

Estimated Revenue assumes that the current rates will not change significantly over the planning period.

Estimated Average Annual Revenue without Water Savings \$2,738,427 /year
 Estimated Average Annual Revenue with Water Savings \$2,735,688 /year
Estimated Annual Revenue Loss Related to Water Savings \$2,738 /year

Estimated Annual Cost	<u>\$2,738</u> /year
Estimated Cost over Planning Period not including Lost Revenue	<u>\$0</u>
Estimated Total Cost over Planning Period Including Set-up and Lost Revenue	<u>\$27,384.27</u>
Cost per 1000 Gallons Saved	<u>\$3.66</u>

Time of Day Watering Restrictions

Windsor has a Water Restriction Ordinance in place that states, "From May 1 through September 30 of each year, no lawn watering shall be permitted between the hours of 10:00 a.m. and 6:00 p.m."

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Savings Rate	0.15%
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Notes:

Outdoor use is estimated at a weighted average of approximately 37% for the listed categories. Outdoor use of the categories not included represented less than 0.5% of the total water consumed.

Customer Category	Avg. Annual Outdoor Water Use Over the Planning Period (MG)	Estimated Annual Water Savings (gal/yr)
In Town Residential	184.93	277,401
In Town Business	10.16	15,234
In Town Industrial	25.70	38,551
In Town Church	1.95	2,926
Residential Dual System	17.43	26,150
Landscape Only	57.82	86,731

A conservative estimate of 0.15% savings of projected outdoor water usage was assumed.

Estimated Annual Water Savings	0.4	MG/yr
Estimated Savings over Planning Period	4	MG

Costs

Total Cost to Water Provider

Labor Costs

Staff Hours	0	/year
Hourly Cost	\$60.00	/hour
Annual Staff Costs	\$0.00	
Annual Labor	\$0.00	/year

Notes:

Since ordinance is in place, no Staff Hours are estimated for this existing measure.

Water Rates

Rate Category	Current Rates (per 1,000 gals)
In Town Residential	\$3.65
In Town Business	\$3.62
In Town Industrial	\$3.83
In Town Church	\$3.62
Residential Dual System	\$3.62
Landscape Only	\$3.63

Notes:

The annual revenue loss was estimated based on current weighted rates for listed customer categories

Estimated Revenue assumes that the current rates will not change significantly over the planning period.

Estimated Average Annual Revenue without Water Savings	<u>\$1,089,736</u> /year
Estimated Average Annual Revenue with Water Savings	<u>\$1,088,102</u> /year
Annual Revenue Loss Related to Water Savings	<u>\$1,635</u> /year

Estimated Annual Cost	<u>\$1,635</u> /year
Estimated Cost over Planning Period not including Lost Revenue	<u>\$0</u>
Estimated Total Cost over Planning Period Including Set-up and Lost Revenue	<u>\$16,346</u>
Cost per 1000 Gallons Saved	<u>\$3.66</u>

Landscape Design Ordinances and Restrictions

Windsor is investigating the following landscape design ordinances: Rules and Regulations for Landscape Design/Installation, Soil Amendment Requirements, Turf Restrictions, and Irrigation Equipment Requirements

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Savings Rate	0.25%
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Notes:

Customer Category	Avg. Annual Outdoor Water Use Over the Planning Period (MG)	Estimated Annual Water Savings (gal/yr)
In Town Residential	184.93	462,336
In Town Business	10.16	25,390
In Town Industrial	25.70	64,252
In Town Church	1.95	4,876
Residential Dual System	17.43	43,583
Landscape Only	57.82	144,552

Outdoor use is estimated at a weighted average of approximately 37% for the listed categories. Outdoor use of the categories not included represented less than 0.5% of the total water consumed.

A conservative estimate of 0.25% savings of projected outdoor water usage was assumed. Most of these ordinances and restrictions would only be applied to new construction.

Estimated Annual Water Savings	0.7	MG/yr
Estimated Savings over Planning Period	7	MG

Costs

Total Cost to Water Provider

Labor Costs

Staff Hours	80	/year
Hourly Cost	\$60.00	/hour
Annual Staff Costs	\$4,800.00	
Third Party Costs	\$0.00	/year
Evaluation and Follow-up Costs	\$0.00	/year
Annual Labor	\$4,800.00	/year

Notes:

Costs include staff time for setting up rules and ordinances and for enforcing rules and restrictions for measure.

Water Rates

Rate Category	Current Rates (per 1,000 gals)
In Town Residential	\$3.65
In Town Business	\$3.62
In Town Industrial	\$3.83
In Town Church	\$3.62
Residential Dual System	\$3.62
Landscape Only	\$3.63

Notes:

The annual revenue loss was estimated based on current weighted rates for listed customer categories

Estimated Revenue assumes that the current rates will not change significantly over the planning period.

Estimated Average Annual Revenue without Water Savings	<u>\$1,089,736</u> /year
Estimated Average Annual Revenue with Water Savings	<u>\$1,087,012</u> /year
Annual Revenue Loss Related to Water Savings	<u>\$2,724</u> /year

Estimated Annual Cost	<u>\$7,524</u> /year
Estimated Cost over Planning Period not including Lost Revenue	<u>\$48,000</u>
Estimated Total Cost over Planning Period Including Set-up and Lost Revenue	<u>\$75,243</u>
Cost per 1000 Gallons Saved	<u>\$10.10</u>

Town Facility Requirements

Windsor hopes to update their Town facility fixtures with water saving fixtures

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Percent Savings	10%
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Annual Estimated Water Use Per Tap without Savings

Customer Category	Avg. Annual Indoor Water Use Over the Planning Period (gal/tap)	Estimated Annual Water Savings
In Town Business	192,260	See Below

Number of Town Buildings and Facilities	10
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Number of employees	164
Toilets and urinals per building	10
Total Toilets and Urinals	100
Estimated flushes	492 /day
Gallons Saved per flush per day	0.4 gallons
Total gallons saved per year	71,832 gallons/yr

Faucets per building	15
Total Faucets	150
Estimated minutes	4 /person/day
Total number of minutes	239,440 /yr
Amount saved	0.3 gpm
Total gallons saved per year	81,410 gallons/yr

Estimated Annual Water Savings	0.153	MG/yr
Estimated Savings over Planning Period	1.53	MG

Notes:

Original savings based on 10 Town Buildings and Facilities with approximately 10 toilets and urinals per building. It is also estimated that approximately 1.5 faucets per toilet/urinal will be in each area. These would include sink areas outside of restrooms. As Windsor looks into the facilities more thoroughly, this number may change.

It is also estimated that there are approximately 164 employees total utilizing Town facilities.

Costs

Total Cost to Water Provider

Installation (One Time) Labor Costs

Staff Hours	275	1st year
Hourly Cost	\$60.00	/hour
Labor	\$16,500.00	1st year

Yearly Labor Costs

Staff Hours	4	/year
Hourly Cost	\$60.00	/hour
Annual Labor	\$240.00	/year

Equipment

High Efficiency Toilet Cost	\$200.00	each
Fixture/Faucets	\$15	each
Total Equipment Costs	\$22,250.00	one time fee

Notes:

Annual staff time is estimated at approximately 2 hrs. per toilet and 30 min. per fixture/faucet replacement).

This time includes water savings tracking.

Toilet equipment cost is estimated at \$200 each and fixture/faucet replacement at \$15 each

One Time Cost	\$38,750
Estimated Annual Cost	\$4,115 /year
Estimated Cost over Planning Period not including Lost Revenue	\$41,150
Estimated Total Cost over Planning Period Including Set-up and Lost Revenue	\$41,150
Cost per 1000 Gallons Saved	\$26.85

Educational Activities

Analysis of costs and benefits for educational activities are combined as shown below. Activities include Bill Stuffers, Newsletter, Newspaper Articles, Mass Mailings, and Water Efficiency Page on Windsor's Website. Windsor is also very active in the community with outreach efforts like Water Fairs, K-12 Teacher and Classroom Education, and Citizen Advisory Boards.

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Customer Category	Avg. Annual Water Use over Planning Period (MG)	Estimated Annual Savings Rate	Estimated Annual Water Savings (gal/yr)
In Town Residential	391.76	2.0%	7,835,297
In Town Business	56.80	0.5%	283,996
In Town Industrial	82.08	0.5%	410,416
In Town School	7.19	1.5%	107,910
In Town Church	2.57	1.0%	25,691
Out of Town Residential	1.02	2.0%	20,353
Out of Town Business	0.16	0.5%	789
Out of Town Church	0.04	1.0%	363
Residential Dual System	141.49	1.5%	2,122,302
Business Dual System	6.80	0.1%	6,800
Landscape Only	57.82	0.2%	115,642

Estimated Annual Water Savings	10.9	MG/yr
Estimated Savings over Planning Period	109	MG

Costs

Total Cost to Water Provider

Labor Costs

Staff Hours	220	/year
Hourly Cost	\$60.00	/hour
Annual Labor	\$13,184.00	/year

Materials Costs

Unit Cost (cost of Bill Stuffers)	\$0.25	/participant
Avg. Number of Participants (receiving bill stuffers) over Planning Period	6,592	/year
Annual Materials	\$1,648.00	/year

Notes:

Staff hours include time spent preparing newsletter, updating website, and preparing bill stuffers.

In 2014 there were 5740 active tap accounts. The average affected number of taps during the planning period is projected to be 6592.

Water Rates

Rate Category	Current Rates (per 1,000 gals)
<i>In Town Residential</i>	\$3.65
<i>In Town Business</i>	\$3.62
<i>In Town Industrial</i>	\$3.83
<i>In Town School</i>	\$3.62
<i>In Town Church</i>	\$3.62
<i>Out of Town Residential</i>	\$5.47
<i>Out of Town Business</i>	\$5.43
<i>Out of Town Church</i>	\$5.43
<i>Residential Dual System</i>	\$3.62
<i>Business Dual System</i>	\$3.62
<i>Landscape Only</i>	\$3.63

Notes:

The annual revenue loss was estimated based on current rates for all Town customers and assumes rates will not change significantly over the planning period.

Estimated Average Annual Revenue without Water Savings	<u>\$2,737,682</u> /year
Estimated Average Annual Revenue with Water Savings	<u>\$2,697,766</u> /year
Estimated Annual Revenue Loss Related to Water Savings	<u>\$39,916</u> /year

Estimated Annual Cost	<u>\$54,748</u> /year
Estimated Cost over Planning Period not including Lost Revenue	<u>\$148,320</u>
Estimated Total Cost over Planning Period Including Lost Revenue	<u>\$547,478.35</u>
Cost per 1000 Gallons Saved	<u>\$5.01</u>

Xeriscape Demonstration Garden

Maintaining a xeriscape demonstration garden is an excellent way to educate the public to the water savings and beauty available from xeriscaping. Windsor has designed, maintained, and continued to expand a xeriscape demonstration garden along the Poudre River Trail Corridor multiuse trail since 2008.

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Savings Rate	0.25%
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Customer Category	Avg. Annual Outdoor Water Use Over the Planning Period (gal/tap)	Estimated Annual Water Savings (gal/tap/yr)	Annual Program Participants (taps)
In Town Residential	47,729.0	119	358
In Town Business	41,863.4	105	30
In Town Industrial	553,451.7	1,384	20
In Town Church	122,318.4	306	2
Residential Dual System	7,628.7	19	50
Landscape Only	746,624.3	1,867	40

Estimated Annual Water Savings	0.15	MG/yr
Estimated Savings over Planning Period	8.2	MG

Notes:

This measure affects projected outdoor water usage for the listed Customer Categories. Other customer categories may also benefit, but participation would be considerably less given the demographics or the very small percentage of customers within those categories.

It is estimated that approximately 40% of total customer use is outdoor use.

Costs

Total Cost to Water Provider

Labor Costs	
Staff Hours	42 /year
Hourly Cost	\$60.00 /hour
Annual Staff Costs	\$2,500.00
Third Party Costs	\$1,000.00 /year
Evaluation and Follow-up Costs (Labor/Consultant)	\$0.00 /year
Annual Labor	\$3,500.00 /year
Materials Costs	
Annual Materials Budget	\$500 /year
Annual Materials	\$500.00 /year

Notes:

Relatively little Staff time is estimated per participant. Cost is for garden, installation, plants, planting materials, and on-going maintenance. Much of the garden is run through volunteer efforts and donations.

Water Rates

Rate Category	Current Rates (per 1,000 gals)
<i>In Town Residential</i>	\$3.65
<i>In Town Business</i>	\$3.62
<i>In Town Industrial</i>	\$3.83
<i>In Town Church</i>	\$3.62
<i>Residential Dual System</i>	\$3.62
<i>Landscape Only</i>	\$3.63

Notes:

The annual revenue loss was estimated based on current rates for all Town customers and assumes rates will not change significantly over the planning period.

Estimated Average Annual Revenue without Water Savings	<u>\$1,208,981 /year</u>
Estimated Average Annual Revenue with Water Savings	<u>\$1,205,959 /year</u>
Annual Revenue Loss Related to Water Savings	<u>\$3,022 /year</u>

Estimated Annual Cost	<u>\$7,022.45 /year</u>
Estimated Cost over Planning Period not including Lost Revenue	<u>\$40,000.00</u>
Estimated Total Cost over Planning Period Including Set-up and Lost Revenue	<u>\$70,224.53</u>
Cost per 1000 Gallons Saved	<u>\$8.53</u>

Landscape Design (Xeriscape) and Maintenance Classes

Classes have been traditionally conducted at the Treasure Island Xeriscape Demonstration Garden. The classes provide a number of venues in which participants can learn more about xeriscaping as well as other gardening techniques.

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Savings Rate	0.25%
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Customer Category	Avg. Annual Outdoor Water Use Over the Planning Period (gal/tap)	Estimated Annual Water Savings (gal/tap/yr)	Annual Program Participants (taps)
In Town Residential	47,729.0	119	34
In Town Business	41,863.4	105	2
In Town Industrial	553,451.7	1,384	2
In Town Church	122,318.4	306	1
Residential Dual System	7,628.7	19	5
Landscape Only	746,624.3	1,867	6

Estimated Annual Water Savings	0.02	MG/yr
Estimated Savings over Planning Period	1.0	MG

Notes:

Similar to the Demonstration Garden itself, this measure affects projected outdoor water usage for the listed Customer Categories. Other customer categories may also benefit, but participation would be considerably less given the demographics or the very small percentage of customers within those categories.

It is estimated that approximately 40% of total customer use is outdoor use.

Costs

Total Cost to Water Provider

Labor Costs	
Staff Hours	12.5 /year
Hourly Cost	\$60.00 /hour
Annual Staff Costs	\$750.00
Third Party Costs	\$500.00 /year
Evaluation and Follow-up Costs (Labor/Consultant)	\$0.00 /year
Annual Labor	\$1,250.00 /year
Materials Costs	
Annual Materials Budget	\$250 /year
Annual Materials	\$250.00 /year

Notes:

Staff time is estimated at approximately 1/4 hour per participant for scheduling and coordination. Much of the garden is run through volunteer efforts including the classes.

Water Rates

Rate Category	Current Rates (per 1,000 gals)
<i>In Town Residential</i>	\$3.65
<i>In Town Business</i>	\$3.62
<i>In Town Industrial</i>	\$3.83
<i>In Town Church</i>	\$3.62
<i>Residential Dual System</i>	\$3.62
<i>Landscape Only</i>	\$3.63

Notes:

The annual revenue loss was estimated based on current rates for all Town customers and assumes rates will not change significantly over the planning period.

Estimated Average Annual Revenue without Water Savings	<u>\$150,067</u> /year
Estimated Average Annual Revenue with Water Savings	<u>\$149,691</u> /year
Annual Revenue Loss Related to Water Savings	<u>\$375</u> /year

Estimated Annual Cost	<u>\$1,875</u> /year
Estimated Cost over Planning Period not including Lost Revenue	<u>\$15,000</u>
Estimated Total Cost over Planning Period Including Set-up and Lost Revenue	<u>\$18,752</u>
Cost per 1000 Gallons Saved	<u>\$18.30</u>

Garden in a Box

Each year CReSC offers an array of do it yourself Xeric garden kits, created by professional landscape designers for sun, shade and everything in between. These plant by number gardens can have a significant conservation impact and are perfect for anyone who wants to beautify their yard while using less water than standard turf.

Planning Period	2015 to 2024
Years in Planning Period	10
Program Length	10 years

Estimated Water Savings

Annual Estimated Savings Rate ¹

Customer Category	Avg. Annual Outdoor Water Use Over the Planning Period (gal/tap)	Estimated Annual Water Savings (gal/tap/yr)	Annual Program Participants (taps)
In Town Residential	47,729.0	374	25
In Town Business	41,863.4	374	2
In Town Industrial	553,451.7	374	2
In Town Church	122,318.4	374	1
Residential Dual System	7,628.7	374	5
Landscape Only	746,624.3	374	5

Estimated Annual Water Savings	0.01	MG/yr
Estimated Savings over Planning Period	0.8	MG

Notes:

¹ The "Annual Estimated Saving Rate" represents a 25% savings of water for the turf area replaced with the Garden in the Box plants and not a 25% savings overall.

Similar to the Demonstration Gardens themselves, this measure affects projected outdoor water usage for the listed Customer Categories. Other customer categories may also benefit, but participation would be considerably less given the demographics or the very small percentage of customers within those categories.

It is estimated that approximately 40% of total customer use is outdoor use. Each garden is estimated to use up to 60% less water than the same area of turf, but irrigation systems need to be adjusted for benefit to be realized. A garden typically covers 100 sq ft. Assumption was made that same area of turf will be replaced with same area of xeriscaping. Irrigation requirements = approximately two AF/acre for turf = 748 gal/garden saving. This estimate was cut in half due to other potential problems.

Costs

Total Cost to Water Provider

Labor Costs

Staff Hours	40	/year
Hourly Cost	\$60.00	/hour
Annual Staff Costs	\$2,400.00	
Third Party Costs		/year
Evaluation and Follow-up Costs (Labor/Consultant)	\$0.00	/year
Annual Labor	\$2,400.00	/year

Notes:

Staff cost include approximately 1/4 hour per participant. CReSC offers end consumers a discount through the water provider.

Materials Costs

Associated Costs	\$65.00	/garden
Number of Participants	40	/year
Annual Materials	\$2,600.00	/year

CReSC's price is \$4,370 for 80 gardens. An assumed 20% mark-up was made for smaller quantity.

Water Rates

Rate Category	Current Rates (per 1,000 gals)
<i>In Town Residential</i>	\$3.65
<i>In Town Business</i>	\$3.62
<i>In Town Industrial</i>	\$3.83
<i>In Town Church</i>	\$3.62
<i>Residential Dual System</i>	\$3.62
<i>Landscape Only</i>	\$3.63

Notes:

The annual revenue loss was estimated based on current rates for all Town customers and assumes rates will not change significantly over the planning period.

Estimated Average Annual Revenue without Water Savings	\$126,557 /year
Estimated Average Annual Revenue with Water Savings	\$126,257 /year
Annual Revenue Loss Related to Water Savings	\$300 /year

Estimated Annual Cost	\$5,300 /year
Estimated Cost over Planning Period not including Lost Revenue	\$50,000
Estimated Total Cost over Planning Period Including Set-up and Lost Revenue	\$53,003
Cost per 1000 Gallons Saved	\$64.41

APPENDIX E

Town of Windsor Supplementary Documents

WATER FEES AND CHARGES								
CODE SECTION	DESCRIPTION							RES/ORD NUMBER
WATER PLANT INVESTMENT FEE								
13-2-70	Water Meter Size					Fee		Res 2014-37
	3/4"					\$8,063.00		
	1"					\$13,062.00		
	1 1/2"					\$30,801.00		
	2"					\$50,716.00		
	3"					\$111,753.00		
	4"					\$192,464.00		
	Taps over 4" will be considered individually					-		
MONTHLY WATER CHARGES								
13-2-90								Res 2014-80
	Meter Size	Monthly Base Fee	1 st Tier Usage Charge	1 st Tier Threshold	2 nd Tier Usage Charge	2 nd Tier Threshold	3 rd Tier Usage Charge	3 rd Tier Threshold
			per 1,000 gal	gal / month	per 1,000 gal	gal / month	per 1,000 gal	gal / month
	¾" Single family residential	\$14.81	\$3.62	16,000	\$5.40	22,500	\$8.05	> 22,500
	¾" residential with dual system	\$14.81	\$3.62	9,700	\$5.40	> 9,700	N/A	N/A
	1" residential with dual system	\$23.93	\$3.62	9,700	\$5.40	> 9,700	N/A	N/A
	1.5" residential with dual system	\$49.00	\$3.62	9,700	\$5.40	> 9,700	N/A	N/A
	¾" multi-family residential	\$9.57	\$3.62	157,000	\$5.40	> 157,000	N/A	N/A
	¾" commercial, industrial, school	\$14.81	\$3.62	157,000	\$5.40	> 157,000	N/A	N/A
	1" commercial, industrial, school	\$23.93	\$3.62	157,000	\$5.40	> 157,000	N/A	N/A
	1.5" commercial, industrial, school	\$49.00	\$3.62	157,000	\$5.40	> 157,000	N/A	N/A
	2" commercial	\$77.49	\$3.62	493,000	\$5.40	> 493,000	N/A	N/A
	2" industrial	\$77.49	\$3.62	783,000	\$5.40	> 783,000	N/A	N/A
	2' school	\$77.49	\$3.62	157,000	\$5.40	> 157,000	N/A	N/A
	3" school	\$148.87	\$3.62	306,700	\$5.40	> 306,700	N/A	N/A
	4" industrial	\$243.25	\$3.62	2,461,000	\$5.40	> 2,461,000	N/A	N/A
RAW WATER FEES								
Consult Engineering Department for fees – varies by subdivision								
MISCELLANEOUS WATER CHARGES								
13-2-90	Out of Town customers			1.5 times in-town rate				Res 2000-13
13-2-150	Reconnect following termination due to non-payment – regular hours			\$30.00				Res 1992-18
13-2-150	Reconnect following termination due to non-payment – after regular hours			\$60.00				Res 1992-18
13-2-150	Turning water on – routine circumstances			\$10.00				Res 1992-18
13-2-150	Fee for multiple trips			\$15.00				Res 1992-18
1992-839	Utility bill delinquent charge			\$20.00				Res 1992-60
	Tank (bulk) water			\$3.50 / 1,000 gallons				Res 2000-13
	Hydrant Meter			\$2,100.00 refundable deposit + \$12.00 / day rental fee + \$7.40 / 1,000 gallons used				Ord 2012-1432

SEWER FEES AND CHARGES						
CODE SECTION	DESCRIPTION		FEE			RES/ORD NUMBER
	MONTHLY SEWER CHARGES					
	Single-family dwelling units		\$20.00			Res 2001-39
	Commercial/Industrial without separate meter for outdoor usage (irrigation)					Res 2000-49
	Water Meter Size	Winter Usage in gallons	Base Fee	PLUS Commodity Charge	= TOTAL Monthly Charge	
	¾"	3,750	\$19.00	\$6.10	\$25.10	
	¾"	5,625	\$19.00	\$9.15	\$28.15	
	¾"	7,500	\$19.00	\$12.20	\$31.20	
	¾"	11,250	\$19.00	\$18.30	\$37.30	
	¾"	21,000	\$19.00	\$34.61	\$53.61	
	¾"	50,100	\$19.00	\$81.50	\$100.50	
	1.0"	2,250	\$31.00	\$3.66	\$34.66	
	1.0"	4,500	\$31.00	\$7.32	\$38.32	
	1.0"	19,500	\$31.00	\$31.72	\$62.72	
	1.0"	28,500	\$31.00	\$46.36	\$77.36	
	1.0"	40,500	\$31.00	\$65.88	\$96.88	
	1.5"	25,500	\$61.00	\$41.48	\$102.48	
	1.5"	45,000	\$61.00	\$73.20	\$134.20	
	1.5"	112,500	\$61.00	\$183.00	\$244.00	
	1.5"	63,000	\$61.00	\$102.48	\$163.48	
	2.0"	502,500	\$97.00	\$817.40	\$914.40	
	4.0"	1,657,500	\$301.00	\$2,696.20	\$2997.20	
	Commercial/Industrial with separate meter for outdoor usage (irrigation)					
	Water Meter Size	Base Fee		PLUS Commodity Charge per 1,000 gallons		
	¾"	\$19.00		\$1.63		
	1"	\$31.00		\$1.63		
	1.5"	\$61.00		\$1.63		
	2"	\$97.00		\$1.63		
	3"	\$181.00		\$1.63		
	4"	\$301.00		\$1.63		
	Kodak site			\$1.63		Res 1997-32
	SEWER PLANT INVESTMENT FEE					
13-1-10	Water Meter Size	Ratio with ¾"		Sewer Plant Investment Fee		Res 2014-37
	¾"	1.00		\$4,400.00		
	1"	1.62		\$7,128.00		
	1 1/2"	3.82		\$16,808.00		
	2"	6.29		\$27,676.00		
	3"	13.86		\$60,984.00		
	4"	23.87		\$105,028.00		
	Taps over 4" will be considered individually			-		

STORM DRAINAGE FEES		
CODE SECTION	DESCRIPTION	RES/ORD NUMBER
	NEW GROWTH BASIN IMPACT FEE	
13-3-50	Collected when there is to be construction of more than 350 square feet of impervious surface on any property New Growth Basin Impact Fee = (Impervious Rate Factor) X (New Growth Basin Impact Fee Factor) X (Area) where Impervious Rate Factor is based on the following table of values	Ord 2003-1148
	Category of Development	Impervious Rate Factor
	very low density Single-Family residential 1.5 acres	0.10
	very low density Single-Family residential 2.5 acres	0.10
	Single-Family residential high density	0.40
	Single-Family residential medium density	0.40
	Light Industrial	0.80
	Heavy Industrial	0.90
	Commercial	0.95
	Multi-Family residential	0.70
	Residential Mixed Use	0.50
	New Growth Basin Impact Fee Factor = \$0.1838 / square foot Area = net area in square feet of the property	
	MONTHLY BASIN USER FEE	
13-3-50	Monthly Basin User Fee = [(Operations and Maintenance Rate) X (Impervious Rate Factor) X (Area) + \$2.20] + [(Monthly Basin Improvement Rate) X (Area) X (Impervious Rate Factor)] where Impervious Rate Factor is based on the above table of values Operations and Maintenance Rate = \$0.00009 / square foot Monthly Basin Improvement Rate = \$0.00046 / square foot Area = net area in square feet of the property	Ord 2007-1292

EXCAVATION, BUILDING MOVING AND DRIVEWAY FEES			
CODE SECTION	DESCRIPTION	FEE	RES/ORD NUMBER
Chapter 11			
Article II	Excavation Permit		Res 1992-18
	Type I	\$10.00	
	Type II	\$50.00	
Article IV	Building Moving Permit	\$25.00	Res 1992-18
Article VI	Driveway Permit	\$5.00	Res 1992-18

TOWN OF WINDSOR

RESOLUTION NO. 2015-88

A RESOLUTION ESTABLISHING RATES FOR TOWN OF WINDSOR WATER SERVICE CUSTOMERS, AND AUTHORIZING THE IMPLEMENTATION OF SUCH RATES

WHEREAS, the Town of Windsor is a Colorado Home Rule Municipality, with all powers of self-government as provided by Colorado law; and

WHEREAS, in keeping with the commands of Windsor Municipal Code Section 13-2-90, the Town Board has annually undertaken to fix rates for users of the Town's municipal treated water system; and

WHEREAS, on December 14, 2015, the Town Board was presented a proposed water rate structure developed by Town staff; and

WHEREAS, the aforementioned water rate structure states that:

- sixty three percent (63%) of the Town's water customers are in the category of "*3/4 inch Single Family Residential without a Dual Water System*"; and
- this customer category accounts for fifty three percent (53%) of the Town's annual water usage;

and

WHEREAS, the aforementioned water rate structure contains a recommendation that the Town consider an additional third-tier usage threshold and rate for the customer category of "*3/4 inch Single Family Residential without a Dual Water System*"; and

WHEREAS, the Water and Sewer Board has recommended that the Town Board approve the within-described rates to offset supplier price increases and otherwise assure the prudent management of the Town's water utility enterprise; and

WHEREAS, the Town Board has considered the recommendations of the 2015 Water Rate Study, the needs of the community and the financial realities of the Town's treated water supply sources; and

WHEREAS, in addition to the authority found within *Windsor Municipal Code* Section 13-2-90, Section 12.2 of the Windsor Home Rule Charter authorizes the Town Board to establish rates for the use of municipal water.

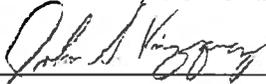
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. Commencing with the monthly billing period beginning January 15, 2016, only Town water users in customer category of "*3/4 inch Single Family Residential without a Dual Water System*" shall be subject to a third tier of water usage and corresponding fees, as is set forth in the attached schedule. All other users shall be subject to the first-tier and second-tier rates set forth in the attached schedule.
2. Commencing with the monthly billing period beginning January 15, 2016, Town water users shall be assessed an increased usage charge per 1,000 gallons of water used. As is set forth in the following schedule, usage under the applicable first-tier threshold for each customer category shall be charged at \$3.73/1,000 gallons per month. Usage over the applicable second-tier threshold, but under the applicable third-tier threshold, shall be charged at \$5.56/1,000 gallons per month. Usage over the applicable third-tier threshold shall be charged \$8.29/1,000 gallons per month.
3. In order to maintain the system and plan for additional system improvements, the monthly base fee for each category of water user shall be collected at the levels set forth in the attached table.
4. The table attached hereto shall be incorporated herein by this reference as if set forth fully.
5. The within Resolution shall supersede all prior rate-setting Resolutions for treated water customers served by the Town's water utility enterprise.

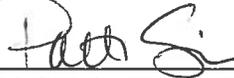
Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 14th day of December, 2015.

TOWN OF WINDSOR, COLORADO




John S. Vazquez, Mayor

ATTEST:


Patti Garcia, Town Clerk

2016 Water Rates							
Customer Category	Monthly Base Fee	1 st Tier Usage Charge (per 1,000 gallons)	2nd Tier Usage Charge (per 1,000 gallons)	3rd Tier Usage Charge (per 1,000 gallons)	1st Tier Threshold (gallons per month)	2nd Tier Threshold (gallons per month)	3rd Tier Threshold (gallons per month)
¾" Single Family Residential w/o Dual Water System	\$14.81	\$3.73	\$5.56	\$8.29	16,000	16,001-22,500	>22,500
¾" Residential with Operative Dual System	\$14.81	\$3.73	\$5.56	-	9,700	-	-
1" Residential with Operative Dual System	\$23.93	\$3.73	\$5.56	-	9,700	-	-
1.5" Residential with Operative Dual System	\$49.00	\$3.73	\$5.56	-	9,700	-	-
¾" Multi-family Residential	\$9.57	\$3.73	\$5.56	-	157,000	-	-
¾" Commercial-Industrial-School	\$14.81	\$3.73	\$5.56	-	157,000	-	-
1" Commercial-Industrial-School	\$23.93	\$3.73	\$5.56	-	157,000	-	-
1.5" Commercial-Industrial-School	\$49.00	\$3.73	\$5.56	-	157,000	-	-
2" Commercial	\$77.49	\$3.73	\$5.56	-	493,000	-	-
2" Industrial	\$77.49	\$3.73	\$5.56	-	783,000	-	-
2" School	\$77.49	\$3.73	\$5.56	-	157,000	-	-
3" School	\$145.87	\$3.73	\$5.56	-	306,700	-	-
4" Industrial	\$243.25	\$3.73	\$5.56	-	2,461,000	-	-



November 17 2015
Town of Windsor
Charwon Walter
301 Walnut
Windsor, Colorado 80550

On this date American Leak Detection completed an electronic leak survey of several miles of water main and associated hydrants/services. All testing was performed in accordance with AWWA M.36 (Code of Leak Detection and Water Audits).

No leakage was indicated in the areas tested. The system appeared to very well maintained with ready access to valves and curb stops for testing.

Warm regards,

Mike Parish, Area Engineer
American Leak Detection of Northern Colorado



Leak Survey 2015

STREET	INTERSECTION TO INTERSECTION	DISTANCE IN FEET	PIPE TYPE	NUMBER OF SERVICES
Parking Lot	11 th - Church	745	Ductile	14
West side of Church	Main St. - Walnut St.	550	Ductile	1
11th Street	South through Cypress Court	935	Ductile	3
10th Street	Main st. - Locust St.	1360	PVC	31
Walnut Street	10th - 11th	2151	Ductile	27
Century Three Parking Lot	All	800	Ductile	13
Cottonwood Drive	All	2220	Ductile	41
Cottonwood Court	All	270	Ductile	10
10th Street	Locust Street - 11th	2312	PVC	42
Pine Drive	10th - Walnut Street	1050	PVC	12
Spruce Court	All	190	Ductile	7
Sycamore Drive	All	741	PVC	14
Aspen Lane	All	520	PVC	12
9th Street	Main St. - Walnut St.	500	Ductile	4
7th Street	Main St. - Walnut St.	520	Ductile	3
Main Street	9th St. - 7th Street	990	Ductile	17
Walnut Street	10th St. - 7th Street	1325	Ductile	29
Elm Street	9th St. - 7th Street	920	PVC	27
9th Street	Walnut St. - Locust St.	880	Ductile	11
Locust Street	10th St. - 7th Street	1320	Ductile	4
Locust Street Bulb Out (2)	All	280	Ductile	9
10th Street Bulb Out	All	125	Ductile	4
Palisade Mountain Drive	All	750	Ductile	16
Horsetooth Court	All	275	Ductile	9
Spruce Mountain Court	All	160	Ductile	7
Pine Mountain Court	All	210	Ductile	9
Milner Mountain Court	All	175	Ductile	7
Buckhorn Mountain Court	All	370	Ductile	10
Oak Street	7th St. - Parkview Mountain Drive	1285	Ductile	14
Blue Mountain Court	All	240	Ductile	9
Shipman Mountain Court	All	275	Ductile	10
Parkview Mountain Drive	All	1160	Ductile	20
Oak Street	Parkview Mtn. Dr. - Stone Mtn. Dr.	717	Ductile	0
Storm Mountain Court	All	170	Ductile	7
Iron Mountain court	All	210	Ductile	9
Table Mountain Court	All	375	Ductile	10
Pine Drive	10th St. - Stone Mtn. Drive	880	Ductile	7
Medicine Man Court	All	730	Ductile	21
Indian Trail Drive	All	1765	Ductile	32
Kiva Circle	All	315	Ductile	5
Tipi Ring Court	All	165	Ductile	2
Pine Drive	Stone Mtn Dr. - Indian Trail Dr.	620	Ductile	9
Raindance Circle	All	180	Ductile	4
Stone Mtn. Drive	Indian Trail Dr. - Indian Trail Dr.	750	Ductile	0
Ivy Court	All	324	Ductile	8
Rose Court	All	950	Ductile	17
Tulip Court	All	720	Ductile	28
Daisy Court	All	620	Ductile	14
Rochester Court	All	260	Ductile	5
Blue Bell Court	All	140	Ductile	4
Orchid Court	All	525	Ductile	15
Nantucket Court	All	270	Ductile	8
Nantucket Street	All	1550	Ductile	30
Rochester Drive	1st Street to Columbine Drive	1120	Ductile	15
Columbine Drive	Lilac Drive to Garden Drive	710	PVC	13
Columbine Drive	Rochester Drive to Garden Drive	1130	Ductile	28
Hemlock Drive	Stone Mtn. Drive to 7th Street	1310	Ductile	31
Hemlock Court	All	225	Ductile	6
Larch Drive	all	1310	Ductile	22
Juniper Drive	All	975	Ductile	20
Pinyon Drive	All	1312	Ductile	27
Pinyon Court	All	170	Ductile	4
2nd Street	Chestnut Street to Garden Drive	1190	PVC	41
Apple Way	All	500	PVC	15
Apple Court	All	640	PVC	31
Crabapple Drive	All	525	PVC	24
Lilac Drive	All	925	PVC	18
Lodgepole Drive	All	590	PVC	16
Ponderosa Drive	All	1220	PVC	27
Chestnut Street	Lilac Drive to Ponderosa Drive	640	PVC	8
Sorrel Drive	All	590	PVC	17
Bluegrass Way	All	1090	PVC	19
Bluegrass Court	All	320	PVC	12
Durum Street	All	1235	PVC	40
Durum Court	All	450	PVC	19
Buffalo Drive	All	670	PVC	11
Conifer Court	All	750	Ductile	24

Total Feet 57,437 Total Services 1169

Total Miles 10.88

Survey was completed by American Leak Detection of Northern Colorado

Free Residential Water Audit Kit Contents

Item	Picture	Description
Water Saving Hose Nozzle		<p>This heavy-duty Deluxe Seven Spray Hose Nozzle features a heavy-duty, durable metal body with a cushioned dial ring and grip for long life. Seven water saving spray settings that range from full force to a water saving mist enabling more water efficiency, with less water waste. Pressure compensated for consistent water savings regardless of water pressure.</p>
Chrome Showerhead		<ul style="list-style-type: none"> • Multi-mode, adjustable spray selections offer regular, massage and combo settings. • Pressure compensator provides consistent spray velocity over a wide range of water pressures for consistent performance and customer satisfaction. • Energy efficient non-aerating spray reduces heat loss and increases comfort. • 2.0 GPM MAX
1 Standard Bath Faucet Aerator & 1 Kitchen Faucet Aerator		<ul style="list-style-type: none"> • Standard Faucet Aerators are water saving, increase spray velocity, reduce splash. They are great for any application including both the kitchen and bathroom sinks • Deluxe Dual Swivel Spray combines all the features one could want in a water saving faucet aerator; new 1.5 gpm ultra efficient flow rate, volume control for reduced flow with the flip of a finger, dual spray pull down for wide full force, energy efficient multiple stream spray and up for a splash-free bubble stream and 360 degree swivel for optimum convenience. Makes any kitchen faucet more water and energy efficient.
Dish Squeegee		<p>The Dish Squeegee™ makes doing dishes simple, faster and more eco friendly. According to the US EPA, pre-rinsing dishes prior to dishwasher use wastes water. Experts estimate pre-rinsing dishes prior to putting them in the dishwasher can waste up to 6500 gallons of water a year! Not rinsing pots, bowls and plates prior to putting them in the dishwasher can also waste water when dishes emerge unclean. Simply squeegee away the mess without pre-rinsing to save water, the energy used to heat hot water, time, and money. The Dish Squeegee™ is made of soft and pliable silicone that won't scratch fine cookware or Teflon surfaces. No dishwasher, no problem! Squeegee away the mess for efficient dish doing prior to washing. The Dish Squeegee™ is dishwasher safe and won't absorb germs or bacteria like a household sponge. Take the Dish Squeegee™ challenge and keep the faucet off to break the habit of wasteful water use and squeegee off dishes prior to putting them in the dishwasher to save water, energy, time, and money.</p>
Toilet Tummy		<p>The Toilet Tummy™ is a globally recognized water saving product that's effective, low in cost, maintenance free and user friendly. Invented 20 years ago, millions have been sold and remain in successful operation saving water every day. Just fill with water and hang on the inside of the toilet tank wall then forget about it. Saves an approximate 80 to 160 oz. of water per flush. The Toilet Tummy™ is lightweight, and never needs maintenance. With the average person flushing a minimum of six times a day the Toilet Tummies™ water savings add up .</p>
Leak Detection Tablets		<p>Leak Detection Dye Tablets are used to identify leaks in your toilet tank that can waste thousands of gallons of water annually. Worn, old and poorly made toilet flappers can leak undetected allowing water to continuously flow down the drain. Leak Detection Dye Tablets, when placed in the toilet tank, dissolve, turning the water blue. If blue water appears in the bowl, you have a leaky flapper that needs to be replaced.</p>
Outdoor Moisture Meters		<p>The Moisture Meter promotes healthier lawns, gardens, shrubs and helps save water by eliminating improper watering, a major cause of water waste. It accurately measures the moisture in the soil at the root level where it counts.</p>

APPENDIX F
Public Comments and Response

Affidavit of Publication

STATE OF COLORADO

ss.

County of Weld,

I, Diane McConkey

of said County of Weld, being duly sworn, say that I am an advertising clerk of

THE GREELEY TRIBUNE,

that the same is a daily newspaper of general circulation and printed and published in the City of Greeley, in said county and state; that the notice or advertisement, of which the annexed is a true copy, has been published in said daily newspaper for consecutive (days): that the notice was published in the regular and entire issue of every number of said newspaper during the period and time of publication of said notice, and in the newspaper proper and not in a supplement thereof; that the first publication of said notice was contained in the Eighth day of January A.D. 2016 and the last publication thereof: in the issue of said newspaper bearing the date of the

Eighth day of January A.D. 2016 that said The Greeley Tribune has been published continuously and uninterrupted during the period of at least six months next prior to the first issue thereof contained said notice or advertisement above referred to; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879, or any amendments thereof; and that said newspaper is a daily newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

January 8, 2016

Total Charges: \$14.50

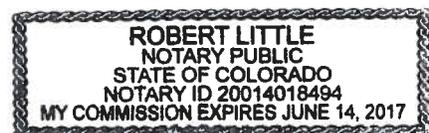
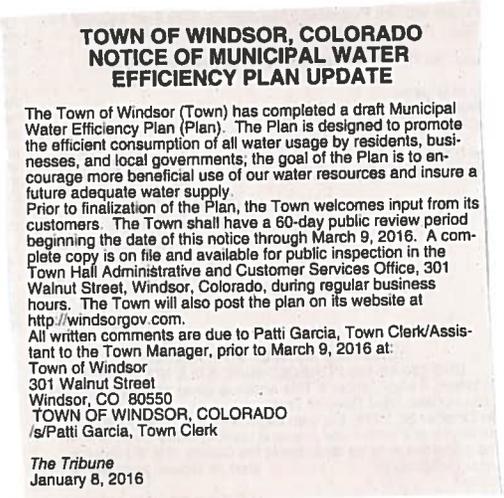
Diane McConkey

8th day of January 2016

My Commission Expires 6/14/2017

Robert Little

Notary Public



SUMMARY OF PUBLIC COMMENTS

The following is a summary of the comments that were received during the Public Review Period.

Public comments recommended the following: The Town of Windsor should investigate building a local water treatment plant, water credits should be given for use of xeriscape, and free plant giveaways should be offered. Several concerns were identified including rising water rates, the water rate tier system, and lack of consideration of lot size in relation to the amount of water being used. Additional concerns noted that Windsor water rates are higher than others in the region which does not encourage growth or development. Furthermore, options related to water conservation, such as the replacement of other forms of landscaping with xeriscaping and the purchasing of high efficiency washers and toilets, are costly.



APPENDIX G

Colorado Water Conservation Board Cover Letter and Approval



MEMORANDUM

Date: March 28, 2016
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Dennis Wagner, Town Engineer
Re: Resolution Approving an Agreement and Permit for Temporary Access Through Our Lady of the Valley Church Parking Lot Associated with Construction of the Eastman Park Drive & 7th Street Roundabout
Item #: C.4.

Background / Discussion:

In order to assure worker safety and convenience to the public during construction of the proposed roundabout at Eastman Park Drive and Seventh Street, the Town has negotiated an Agreement for temporary access with the Archdiocese of Denver.

This Agreement provides temporary access to Eastman Park through the Our Lady of the Valley Church parking lot during construction of the roundabout and will allow the Town to shut down the entire intersection expediting the construction schedule while still providing citizens a safe access route to Eastman Park.

Financial Impact: None.

Relationship to Strategic Plan: Provide safety and effective infrastructure.

Recommendation:

Adopt Resolution Approving an Agreement and Permit for Temporary Access through the Our Lady of the Valley Church Parking Lot between the Town of Windsor and the Archdiocese of Denver to Enable Construction of Improvements to the Intersection of Seventh Street and Eastman Park Drive.

Attachments:

- Resolution No. 2016–19 - A Resolution Approving an Agreement and Permit for Temporary Access through Church Parking Lot between the Town of Windsor and The Archdiocese of Denver to Enable Construction of Improvements to the Intersection of Seventh Street and Eastman Park Drive
- Agreement and Permit for Temporary Access through Church Parking Lot

TOWN OF WINDSOR

RESOLUTION NO. 2016-19

A RESOLUTION APPROVING AN AGREEMENT AND PERMIT FOR TEMPORARY ACCESS THROUGH CHURCH PARKING LOT BETWEEN THE TOWN OF WINDSOR AND THE ARCHDIOCESE OF DENVER TO ENABLE CONSTRUCTION OF IMPROVEMENTS TO THE INTERSECTION OF SEVENTH STREET AND EASTMAN PARK DRIVE

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

WHEREAS, the Town operates a system of transportation and traffic control systems, including traffic roundabouts at various locations throughout Town; and

WHEREAS, the Town proposes to construct a traffic roundabout at the intersection of Seventh Street and Eastman Park Drive, funding for which has been appropriated in 2016; and

WHEREAS, in order to assure worker safety and the convenience of the public, the Town has negotiated with the Archdiocese of Denver for an Agreement and Permit for Temporary Access Through Church Parking Lot (“Agreement”), a copy of which is attached hereto and incorporated herein by this reference as it set forth fully; and

WHEREAS, the Agreement has been reviewed by staff and by the Town Attorney; and

WHEREAS, the Town Board wishes to approve the Agreement through official action.

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

1. The attached Agreement and Permit for Temporary Access Through Church Parking Lot is hereby approved.
2. The Town Manager is hereby authorized to execute the said Agreement on behalf of the Town.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 28th day of March, 2016.

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

**AGREEMENT AND PERMIT FOR TEMPORARY ACCESS THROUGH CHURCH
PARKING LOT**

THIS AGREEMENT, dated the ___ day of _____, 2016, is between the Town of Windsor, Colorado, a Colorado home rule municipality (hereinafter, "*Town*"), and the Archdiocese of Denver, a Colorado corporation sole ("*Archdiocese*"), as trustee for the benefit of Our Lady of the Valley Catholic Parish (the "*Parish*"), (hereinafter, the "*Church*").

RECITALS

WHEREAS, the Church owns real property and improvements located at 1250 7th Street, within the Town (hereinafter, "*Church Property*"); and

WHEREAS, the Church Property is located proximate to and north of a Town recreational facility known as "Eastman Park" (hereinafter, "*Park Property*"); and

WHEREAS, the Church and the Town have a history of cooperation to assure reciprocal use of the parking lots located on their respective adjacent properties for the mutual benefit of the parties by visitors to both the Church Property and the Park Property; and

WHEREAS, the Town is building a roundabout at the intersection of Eastman Park and 7th street with the expectation that the intersection will be closed for a period of time (May 2016 through August 2016), contingent upon selection of a qualified contractor; and

WHEREAS, the Town seeks to enter into an agreement with the Church to route traffic destined for Eastman Park through their parking lot during this period of time, with the understanding, however, that scheduling of major team and other recreational sports events typical for the months in question will be abated during the Town's construction period; and

WHEREAS, the parties wish to set forth below their understandings and expectations with respect to the temporary rerouting of traffic and corresponding limited right of access across the Church Property, and the terms and conditions applicable thereto.

NOW, THEREFORE, the parties agree as follows:

1. **Parking Lot and Roadway Use.** The parties agree that participants in events sponsored by either of them are allowed to park vehicles within the paved parking areas of the other, in accordance with the terms of the previously enacted permit and agreement, dated January 10, 2011.
 - a. The Parties agree that the Town may reroute traffic destined for Eastman Park through the designated area of the Church parking lot shown on Exhibit A, attached hereto and incorporated herein, for the limited time period that the intersection of 7th Street and Eastman Park Drive shall be closed for the construction of the roundabout; and

- b. Upon ten (10) days' notice by the Town, the Church shall allow the Town entry upon the Church Property to set up traffic control markers designating the route the diverted traffic destined for Eastman Park shall travel through the Church parking lot, as well as temporary speed bumps, portable caution and/or stop signs and other appropriate traffic control devices designed to enhance pedestrian and vehicular safety with the Church Property's parking lot; and
 - c. The Town agrees that by the Church's permitting the rerouting of traffic destined for Eastman Park as provided in this Agreement, that the Town shall assume liability for injury or damage to persons or property caused as a result of the Town's usage for the benefit of the public, but does not assume any liability for any injury or damage to persons or property caused by the negligent or intentional conduct of the Church; and
 - d. Neither party shall be entitled to compensation from any source for the shared use of rerouting traffic through the parking facilities pursuant to this Agreement other than as specifically set forth herein; and
 - e. The Town agrees that should there be a need for any repairs to the Church Property caused by the rerouting of public traffic across the Church Property during the construction period of the roundabout, that the Town will be responsible for the reasonable cost of such repairs; and
 - f. Notwithstanding the limitations of sub-paragraph (c) above, either party may voluntarily perform clean-up work or snow removal within the other's parking facility if by so doing the cooperative spirit behind this Agreement is promoted; and
 - g. To the extent permitted and as limited by Colorado law, the Town agrees to indemnify and hold the Church harmless for any claims, demands or causes of action arising out of public use of the Church Property as set forth in this Agreement, specifically in accordance with the terms of the Insurance Addendum attached hereto and made a part hereof; and
2. **Duration of this Agreement.** This Agreement shall become effective at least ten (10) days prior to the beginning of construction (the "*Effective Date*"), and shall terminate within one week of the conclusion of the construction; *provided however*, the parties may negotiate such further extensions as may at that time be mutually-beneficial or required by the Town to accommodate conclusion of construction.
 3. **Miscellaneous.** The parties further agree as follows:
 - a. The within Agreement is the entire agreement of the parties. There are no enforceable representations, undertakings or promises with respect to the subject matter of this Agreement, except as set forth herein.
 - b. The benefits of the within Agreement shall not inure to any person not a signatory hereto. There are no third-party beneficiaries to this Agreement.

- c. The provisions of this Agreement are independent and severable; should any portion of this Agreement be deemed unenforceable, the remaining provisions shall nonetheless remain in full force and effect.

WHEREFORE, the parties, by their signatures below, do mutually agree to the foregoing terms upon the date first-stated above.

TOWN OF WINDSOR, COLORADO

Kelly Arnold, Town Manager

Date: _____

ARCHDIOCESE OF DENVER, a Colorado corporation sole,
As trustee for the benefit of Our Lady of the Valley Catholic Parish-Windsor

By: 
Very Rev. Randy M. Dollins, V.G.,
Attorney-in-Fact for Samuel J. Aquila, S.T.L.,
Archbishop of Denver

Date: 2/26/16

Reviewed, acknowledged and agreed to by:

Our Lady of the Valley Catholic Parish-Windsor,
A Colorado corporation sole

By: _____
Rev, Gregg Pedersen, Pastor

Date: _____

- c. The provisions of this Agreement are independent and severable; should any portion of this Agreement be deemed unenforceable, the remaining provisions shall nonetheless remain in full force and effect.

WHEREFORE, the parties, by their signatures below, do mutually agree to the foregoing terms upon the date first-stated above.

TOWN OF WINDSOR, COLORADO

Kelly Arnold, Town Manager

Date: _____

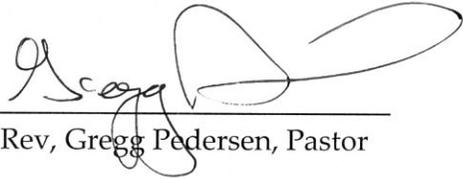
ARCHDIOCESE OF DENVER, a Colorado corporation sole,
As trustee for the benefit of Our Lady of the Valley Catholic Parish-Windsor

By: _____
Very Rev. Randy M. Dollins, V.G.,
Attorney-in-Fact for Samuel J. Aquila, S.T.L.,
Archbishop of Denver

Date: _____

Reviewed, acknowledged and agreed to by:

Our Lady of the Valley Catholic Parish-Windsor,
A Colorado corporation sole

By: 

Rev, Gregg Pedersen, Pastor

Date: 2.25.16

**INSURANCE ADDENDUM
(Public Entities & Related Non-Public Contractors)**

Insurance. Grantee shall obtain and maintain insurance as specified in this Addendum at all times during the term of the Construction and/or Access Easement provided for Grantee's benefit (the "*Easement*"), and further shall cause such Other Entities, Contractors and Sub-Contractors as may be related to or doing work on the project defined with said Easement and the foregoing Agreement to which this Addendum pertains, to secure and maintain the insurance specified hereunder. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantor and, in the case of Other Entities, Contractors and Sub-Contractors, to Grantee and Grantor.

A. Grantee

i. Public Entities

If Grantee is a "*public entity*" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "*GIA*"), then Grantee shall maintain at all times during the term of the Easement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to Grantor. Grantee shall require each agreement with other Entities, Contractors and Sub-Contractors that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet their respective liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of the Easement insurance coverage and policies meeting the same requirements set for in (B) below with respect to other Entities, Contractors and Sub-Contractors that are not "public entities."

B. Grantees, Other Entities, Contractors and Sub-Contractors. Grantee shall require each contract or other agreement with other Entities, Contractors or Sub-Contractors, other than those that are public entities, providing Goods or Services in connection with the Easement, to include insurance requirements substantially similar to the following:

i. Worker's Compensation – Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of the other Entities, Contractors or Sub-Contractor's employees acting within the course and scope of their employment.

ii. General Liability – Commercial General Liability Insurance with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and, \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Grantee, Other Entities, Contractors or Sub-Contractors shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantor and/or Grantee, as the case may be, a certificate or other document satisfactorily showing compliance with this provision.

- iii. **Automobile Liability** – Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- iv. **Additional Insured** – Grantee and Grantor shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies.
- v. **Primacy of Coverage** – Coverage required of Grantee and Other Entities, Contractors and Sub-Contractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.
- vi. **Cancellation** – The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45-days prior notice to the Grantor and/or Grantee, as the case may be. If received by Grantee, Grantee shall forward such notice to Grantor within 7 days of Grantee’s receipt of such notice.
- vii. **Subrogation Waiver** – All insurance in any way related to the Easement and secured and maintained by Grantee or Other Entities, Contractors and Sub-Contractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantor, its related ecclesiastical organizations and their respective officers, agents, employees, and volunteers.

C. Certificates

Grantee and all Other Entities, Contractors and Sub-Contractors shall provide certificates showing insurance coverage required hereunder to Grantor within 7 business days of the Effective Date of the Easement. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Other Entity, Contractor or Sub-Contractor shall deliver to Grantor certificates of insurance evidencing renewal thereof. In addition, upon request of Grantor at any time during the term of the Easement, Grantee and any Other Entities, Contractors or Sub-Contractors shall, within 10 days of such request, supply to Grantor evidence satisfactory to Grantor of compliance with the provisions of this **Section B**.

ACKNOWLEDGED & AGREED TO BY:

Grantee

By: _____

Date: _____

Name: _____
 [Printed Name of Signer]

Title: _____



EXHIBIT A

Preferred Traffic Route Thru Church Parking Lot



The Town of Windsor makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of the data portrayed in this product; nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. By printing or utilizing this map, you hereby release the Town of Windsor, its employees, agents, contractors, and suppliers from any and all responsibility and liability associated with its use.



MEMORANDUM

Date: March 28, 2016
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Dennis Wagner, Town Engineer
Re: Acceptance of Deed of Dedication for Right of Way and Easement Rights for Roundabout Improvements at Eastman Park Drive and Seventh Street
Item #: C.5.

Background / Discussion:

To aid in the construction of the proposed roundabout at Eastman Park Drive and Seventh Street, the Town has acquired permanent right-of-way and a temporary construction easement at the southeast corner of Eastman Park Drive and Seventh Street.

The dedication of right-of-way includes 97 square feet and is illustrated in the attached Deed and accompanying Exhibit A.

The temporary construction easement allows for temporary use of the vacant piece of property located at the southeast corner of the proposed roundabout. The easement as depicted in the attachments, will allow the Town to construct a temporary detour road while the intersection is completely closed for eight to ten weeks during construction of the roundabout. The detour will allow only westbound Eastman Park Drive traffic to turn south onto 7th Street and northbound 7th Street traffic to turn east on Eastman Park Drive.

The project bid opening will be April 21st with a completion date before August 18th, which sets up the roundabout to be constructed while school is out for the summer.

Financial Impact: None.

Relationship to Strategic Plan: Provide safety and effective infrastructure.

Recommendation:

Adopt Resolution Approving and Accepting a Deed of Dedication for Right of Way and Easement Rights from Trollco, Inc. for Public Use as a Perpetual Right of Way for Street, Transportation and Utility Purposes Concerning the Southeast Corner of 7th Street and Eastman Park Drive.

Attachments:

- Resolution No. 2016-20, A Resolution Approving and Accepting a Deed of Dedication for Right of Way and Easement Rights from Trollco, Inc. for Public Use as a Perpetual Right of Way for Street, Transportation and Utility Purposes Concerning the Southeast Corner of 7th Street and Eastman Park Drive.
- Deed of Dedication for Right of Way and Easement Rights

TOWN OF WINDSOR

RESOLUTION NO. 2016-20

A RESOLUTION APPROVING AND ACCEPTING A DEED OF DEDICATION FOR RIGHT OF WAY AND EASEMENT RIGHTS FROM TROLLCO, INC. FOR PUBLIC USE AS A PERPETUAL RIGHT OF WAY FOR STREET, TRANSPORTATION AND UTILITY PURPOSES CONCERNING THE SOUTHEAST CORNER OF 7TH STREET AND EASTMAN PARK DRIVE

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

WHEREAS, the Town is responsible for a system of transportation within its corporate limits; and

WHEREAS, the Town has appropriated funds for the construction of a roundabout at the intersection of 7th Street and Eastman Park Drive in 2016; and

WHEREAS, the dedication of the right of way and easement rights is needed to facilitate the roundabout; and

WHEREAS, the property owner at the southeast corner of the intersection has tendered a Deed of Dedication for Right of Way and Easement Rights dated March 14, 2016 (“Deed of Dedication”), a copy of which is attached hereto and incorporated by this reference as if set forth fully; and

WHEREAS, the Town Board has reviewed the Deed of Dedication and has concluded that its approval and acceptance is in the public interest.

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

Section 1. The attached Deed of Dedication for Right of Way and Easement Rights dated March 14, 2016, is hereby approved and accepted.

Section 2. The Mayor is hereby authorized to execute the Acceptance section of the attached Deed of Dedication on behalf of the Town.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 28th day of March, 2016.

TOWN OF WINDSOR, COLORADO

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

ACCEPTANCE

The Town of Windsor hereby accepts the above Deed of Dedication for Right-of-Way and Easement Rights for municipal and utility purposes as defined herein.

Dated this ____ day of _____, 2016.

TOWN OF WINDSOR, COLORADO
a Colorado home rule municipality

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

APPROVED AS TO FORM:

Ian D. McCargar, Town Attorney

EXHIBIT A

PARCEL DESCRIPTION

A parcel of land, being part of Tract A, Water Valley Phase One as Recorded May 25, 1995 as Reception number 2439707 of the Weld County Clerk and Recorder, located in the Northwest Quarter (NW1/4) of Section Twenty-eight (28), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Windsor, County of Weld, State of Colorado and being more particularly described as follows:

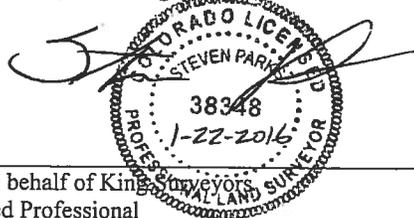
BEGINNING at the Northwest corner of said Tract A and assuming the North line of Tract A as bearing South 89°37'17" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 374.90 feet and with all other bearings contained herein relative thereto;

THENCE South 89°37'17" East along said North line a distance of 16.65 feet;
THENCE South 55°18'17" West a distance of 20.30 feet to the West line of Tract A;
THENCE North 00°11'10" East along said West line a distance of 11.66 feet to the POINT OF BEGINNING;

Said described parcel of land contains 97 Square Feet, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYORS STATEMENT

I, Steven Parks, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

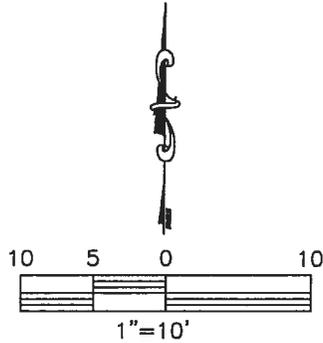


Steven Parks - on behalf of King Surveyors
Colorado Licensed Professional
Land Surveyor #38348

KING SURVEYORS
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011

NOTE: This exhibit drawing is not intended to be a monumented land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°37'17"E	16.65'
L2	S55°18'17"W	20.30'
L3	N00°11'10"E	11.66'



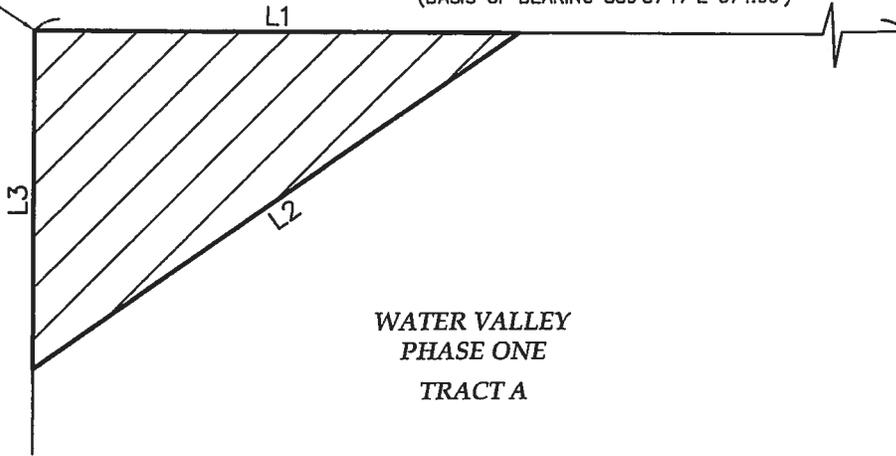
EASTMAN PARK DRIVE

(66' ROW)

POINT OF BEGINNING

(BASIS OF BEARING S89°37'17"E 374.90')

7TH STREET
(ROW VARIES)



**WATER VALLEY
PHASE ONE
TRACT A**



Steven Parks – On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38348



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
www.kingsurveyors.com

PROJECT NO:2015099
DATE: 1-21-2016
CLIENT: INTERWEST
DWG: 2015099EXHIBIT TRACT A
DRAWN: RDS CHECKED: SIP



DATE: March 24, 2016
TO: Town of Windsor
FROM: Aaron Greco, Office of Policy & Government Relations
SUBJECT: USDOT's TIGER VIII I-25 application

Background

USDOT has announced the application process for the TIGER VIII discretionary grant program. Under TIGER VIII \$500 million is available for project awards. No less than \$100 million may be awarded to projects in rural areas. Grants may be used for up to 80 percent of the costs of a project located in a urban area and up to 100 percent of the costs of a project located in a rural area. Funds must be obligated by September 30, 2019.

CDOT Region 4 and Headquarters staff are developed a funding strategy to leverage a \$25M TIGER request into \$230M worth of improvements on 14 miles of the North I-25 between SH402 and SH14. The scope of improvements would include replacement of both the Cache La Poudre River Bridge and the Union Pacific Grade Separation Bridge in addition to the widening of the Great Western Railroad Bridge and the Big Thompson Bridge to accommodate the increased capacity. This capacity expansion will encompass a Tolloed Express Lane (TEL). These improvements align with the preferred alternative outlined in the North I-25 EIS.

CDOT staff is recommending to the Colorado Transportation Commission that private financing of up to \$100M be considered based on the prospect that the corridor can generate revenue through the collection of user fees. In addition to a loan, State dollars totaling at least \$80M, along with pledged local and private funds totaling \$25M and a TIGER VIII award of \$25M will bridge the current funding gap.

Private Financing backed by Toll Revenues	Up to \$100M
State Funds	\$80M
Private and Local Contributions	\$25M
USDOT TIGER VIII award	\$25M
Total	\$230M

Action Requested

CDOT is requesting local match contributions from all local jurisdictions impacted by the increased capacity and resiliency created by this project. Mobility throughout the corridor will increase dramatically and will represent significant progress toward the Ultimate Preferred Alternative outlined in the North I-25 EIS. CDOT Region 4 Regional Transportation Director Johnny Olson will give a presentation detailing the benefits and the path to success on this phase of the project.

COMMUNITY DEVELOPMENT REPORT – MARCH, 2016

COMPREHENSIVE PLAN

The Planning Commission adopted the new Comprehensive Plan on March 2, 2016, following a recommendation of approval from the Town Board

POLICIES, PROCEDURES, & STANDARDS

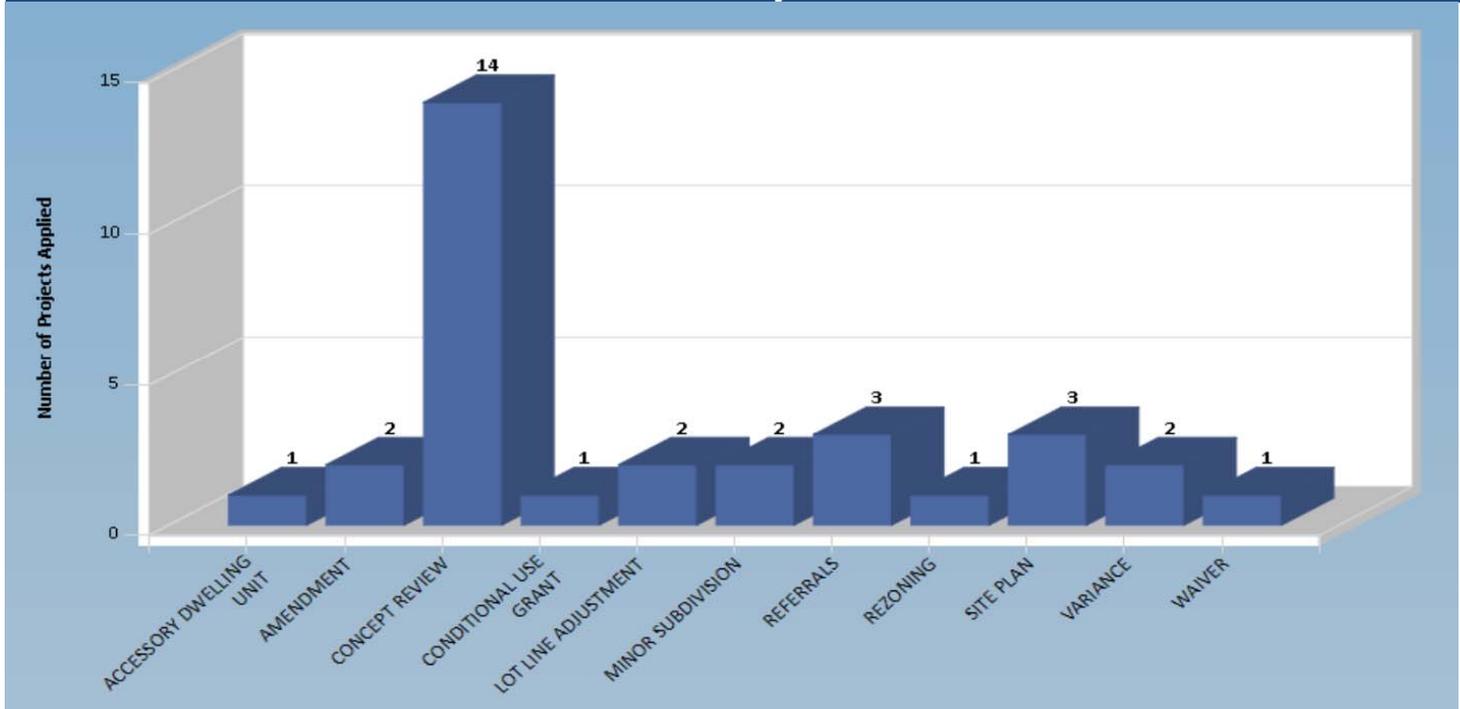
I-25/ SH 392 Corridor Activity Center – Town Board Work Session March 28, 2016

Building Permit Summary for February, 2016

	Monthly Total	Monthly Valuation	Year-to-Date Total	Year-to-Date Valuation
New Single Family	59	\$15,489,468	77	\$21,334,862
New Multi-Family	3 (8 units)	\$2,199,454	3 (8 units)	\$2,199,454
New Commercial/Industrial	2	\$586,578	3	\$1,886,578

PROJECTS & PERMIT SUMMARY

Year-to-Date Projects Reviewed



Total Projects: 32

Glossary of Project Types

Amendment – Used to make modifications to an approved project, typically master plans or site plans

Annexation – Process by which property is brought under the jurisdiction of the Town

Concept Review – An optional meeting and review process that provides early feedback on projects prior to formal submittal

Conditional Use Grant – Consideration of uses which are unique in nature or character that are not included as uses by right

Land Use Map Amendment – Changes to the Town’s Land Use Map, which guides zoning decisions

Minor Subdivision – The division or reconfiguration of parcels of land into two to five parcels when single-family dwelling units are permitted

Public Improvement Plans – Public improvements, such as streets, that are required to be built by developers as a part of site development

Referrals – Town review of certain projects in adjacent jurisdictions, as mandated by state statute or inter-governmental agreement

Rezoning – The changing of existing zone classification of a parcel of land

Site Plan – Development of land for multifamily, commercial, or industrial uses

Lot Line Adjustment – Minor changes to the location of a lot property line

Major Subdivision – The division or reconfiguration of parcels of land into six or more parcels

Vacation – Process in which the Town’s ownership or interest in a right-of-way or easement is abandoned

Waiver – Request for specific Commercial Corridor Plan standards to be waived on a site plan

Major Development Projects Currently Under Review

Note: For more detailed review timeframes please see: <http://windsorgov.com/DocumentCenter/View/13290>

Project	Description	Status
Fossil Creek Meadows (Northwest of WCR 5 & WCR 32E)		
Amended Master Plan & Preliminary Major Subdivision	Platting of 292 single family lots	Awaiting 2 nd submittal
Fossil Ridge Subdivision (Hialeah Dr off of Highland Meadows Pkwy)		
5 th Filing Preliminary Plat	10 lot subdivision	Awaiting new, revised application
Windsor Highlands Amended Master Plan	Amendment to allow 10 additional lots	Awaiting new, revised application
Great Western Industrial Park 2nd Annexation (East of HWY 257)		
Amended Master Plan, Land Use Map Amendment & Rezoning to PUD	Proposal of mixed industrial, commercial, and residential development on 745 acres	Reviewing 2 nd submittal
Great Western Industrial Park 3rd - Lot 1, Block 1 (11140 Eastman Park Dr)		
Vestas Site Plan – Phase X	Approximately 40,000 s.f. in various additions	Awaiting 5 th submittal
Highlands Industrial Park 6th (Crossroads Blvd & Greenfield Dr)		
Concrete Equipment Supply Site Plan & Minor Subdivision	New 10,000 s.f. building	Awaiting mylars from applicant
Highland Meadows Golf Course 8th - Lot 6 (Crooked Stick Dr & Highland Meadows Pkwy)		
Fitness & Tennis Center Site Plan	40,000 s.f. building with outdoor tennis courts	Awaiting mylars from applicant
Labue Farm (North of Crossroads Blvd at WCR 15)		
Annexation	Annexation of 155 acres	Awaiting 4 th submittal from applicant
Lakeview Addition 7th (Cedar St at Highway 257)		
Final Site Plan	New four unit apartment building	Awaiting 2 nd submittal from applicant
Poudre Heights Subdivision 3rd (Northwest of 7th St & New Liberty Rd)		
Preliminary Plat & Preliminary Site Plan	Platting of 392 residential lots including site planning of 125 townhome units	Awaiting 3 rd submittal from applicant
Ptarmigan Business Park & Lutheran Church (Northwest corner of SH 392 & LCR 5)		
Rezoning & Master Plan Amendment	Rezoning of 62 acres from GC to RMU	Reviewing 2 nd submittal
The Ridge at Harmony Road (Northeast of CR 74 & WCR 13 intersection)		
Final Major Subdivision	Platting of 418 residential lots in first filing	Awaiting 4 th submittal
Shutts Subdivision 3rd (Fairgrounds Ave & LCR 30)		
Preliminary Major Subdivision & Preliminary Site Plan	66 condominiums, 32 townhomes, 37 single family lots, and up to 11,000 s.f. of commercial	Awaiting 2 nd submittal from applicant
South Hill Subdivision (Northwest of Crossroads Blvd & 7th St)		
Final Plat	210 lots on 124 acres	Reviewing 2 nd submittal
Water Valley South 8th - (South of Crossroads Blvd & HWY 257)		
Amended Site Plan	6 duplex buildings (12 units)	Reviewing 1 st submittal
Water Valley South 9th - Lots 1 & 2 (South of Crossroads Blvd & HWY 257)		
Self-Storage	Construction of six buildings housing 97 storage units	Awaiting mylars from applicant
Weakland Annexation – (6461 HWY 392)		
Annexation	Annexation of approximately 10 acres	Reviewing 1 st submittal
Site Plan	Construction of new greenhouse & brewing facility	Reviewing 1 st submittal
Windshire Park Annexation (North and east of the end of 17th St)		
Amended Master Plan	Amendment to change Parcel E designation from Church to Townhomes	Awaiting 3 rd submittal from applicant
Windshire Park 4th (15th St & Windshire Dr)		
Preliminary Major Subdivision & Preliminary Site Plan	58 Townhomes on 8.5 acre tract	Awaiting 2 nd submittal from applicant
Windsor Commons Subdivision 2nd - Lot 2 (1101 Automation Drive)		
Windsor Commons Self-Storage Site Plan	New 70,000 s.f. building	Awaiting mylars from applicant



Volume 5, Issue 2
February 2016

2016 MONTHLY FINANCIAL REPORT

Special points of interest:

- CRC expansion sales tax collections surpass budget requirement for February.
- Single Family Residential (SFR) building permits total 77 through February 2016. This is up from the February 2015 number of 53.
- 38 business licenses were issued in February, of which 23 were sales tax vendors.



Inside this issue:

Sales, Use and Property Tax	2
Year-to-Date Sales Tax	4
All Fund Expenditures	5
General Fund Expenditures	6
Capital Project Status	7

Highlights and Comments

- * Sales tax collections of the 3.2% sales tax for February was a record \$657,413.
- * February 2016 sales tax was up \$135,687 over February 2015. An increase of 26%.
- * Construction use tax through February is at 25.48% of the annual budget at \$449,198.



Spring Construction Projects Ramp Up

With warmer weather, street projects are again starting up. This bridge construction project for Sundance Drive over the Greeley Canal in Winter Farm 3rd Filing is being completed by the developer. Once all is completed the Town of Windsor will take construction acceptance and maintain the streets and bridges in this subdivision.

Items of Interest

- Town Board election is scheduled for April 5, 2016.
- Visit us at www.windsorgov.com and look for live streaming of Town Board and Planning Commission meetings.

Sales, Use and Property Tax Update

February 2016

Benchmark = 16%	Sales Tax	Construction Use Tax	Property Tax	Combined
Budget 2016	\$7,764,563	\$1,763,109	\$5,089,810	\$14,617,482
Actual 2016	\$1,713,881	\$449,198	\$109,748	\$2,272,827
% of Budget	22.07%	25.48%	2.16%	15.55%
Actual Through February 2015	\$1,628,680	\$316,114	\$80,468	\$2,025,262
Change From Prior Year	5.23%	42.10%	36.39%	12.22%
CRC Expansion Budget 2016	\$1,710,843	\$331,739		\$2,042,582
CRC Expansion Actual 2016	\$402,021	\$133,646		\$535,667
CRC Expansion % of Budget	23.50%	40.29%		26.22%

Ideally at the end of the second month of the year you want to see 16% collection rate on your annual budget number. We have exceeded that benchmark in two of three tax categories. Property tax collections will pick up in the months to come.

Building Permit Chart

February 2016

	SFR	Commercial	Industrial	Total
Through February 2016	77	1	2	80
Through February 2015	53	0	0	53
% change from prior year				50.94%
2016 Budget Permit Total				262
% of 2016 Budget				30.53%

Building Permits and Construction Use Tax

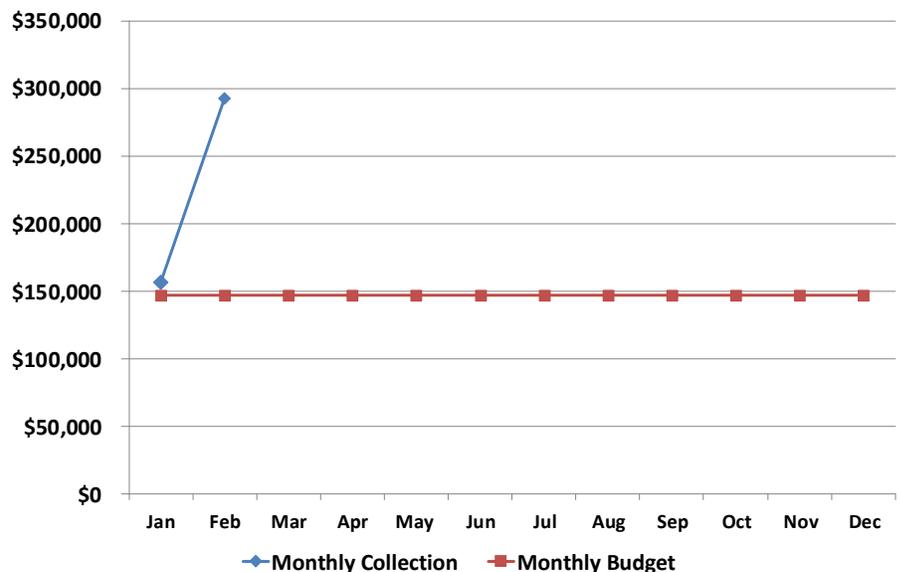
We are showing a 50.94% increase in number of permits as compared to February 2015. We issued 77 SFR permits through February 2016 as compared to 53 through February 2015.

The 59 SFR permits issued in February 2016 represents the largest number issued in the single month of February on record.

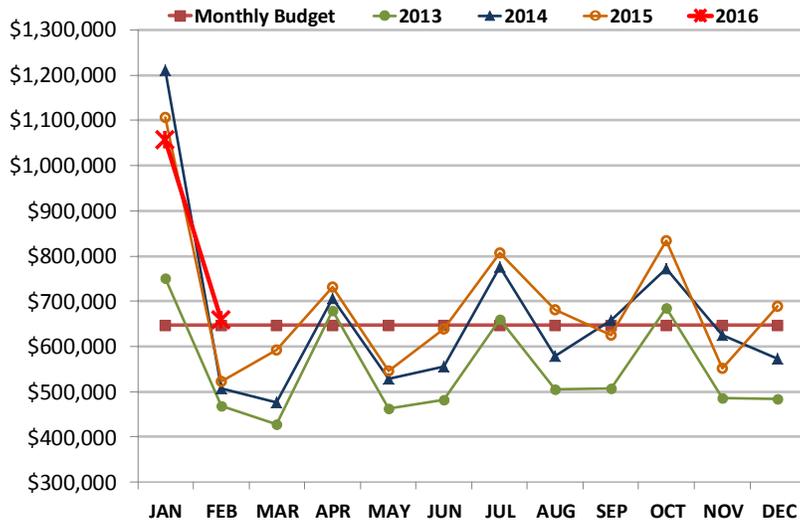
February 2016 construction use tax is above our required monthly collection.

The .75% construction use tax for the CRC expansion is at 40.29% of the annual budget.

Construction Use Tax Collections - 3.2%



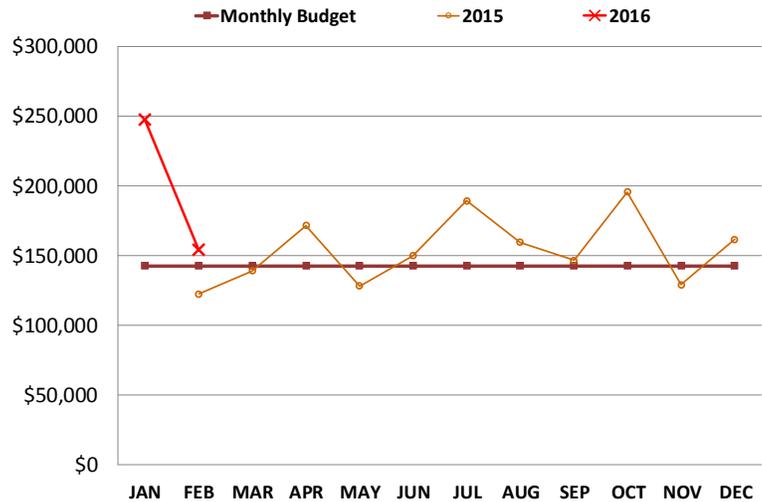
Sales Tax Collections in Dollars - 3.2%



Gross sales tax collections for the month of February 2016 were \$135,687 or 26% higher than February 2015.

CRC Expansion sales tax collection for February 2016 was \$154,208. The required monthly collection to meet the budgeted projections is \$142,570.

Community Recreation Center Expansion Sales Tax



February Highlights

February is a “single collection” month, meaning that the collections are for sales made in January. As mentioned in presenting last month’s report, a good deal of the February increase resulted from late vendor payments for January. The first week of February, we received roughly \$40,000 in sales tax payments for returns that were due in January.

Looking Forward

3.2% Collections

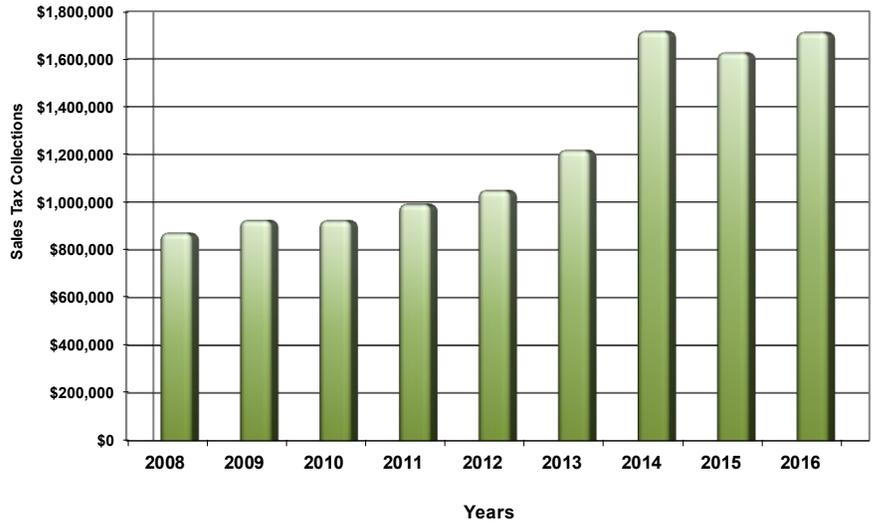
The Town budgeted \$7.7M in sales tax for 2016, making our average monthly collection requirement \$647,047. February collections were above this mark at \$657,413. It is too early in the year to project our annual total but we are off to a strong start.

.75% Collections

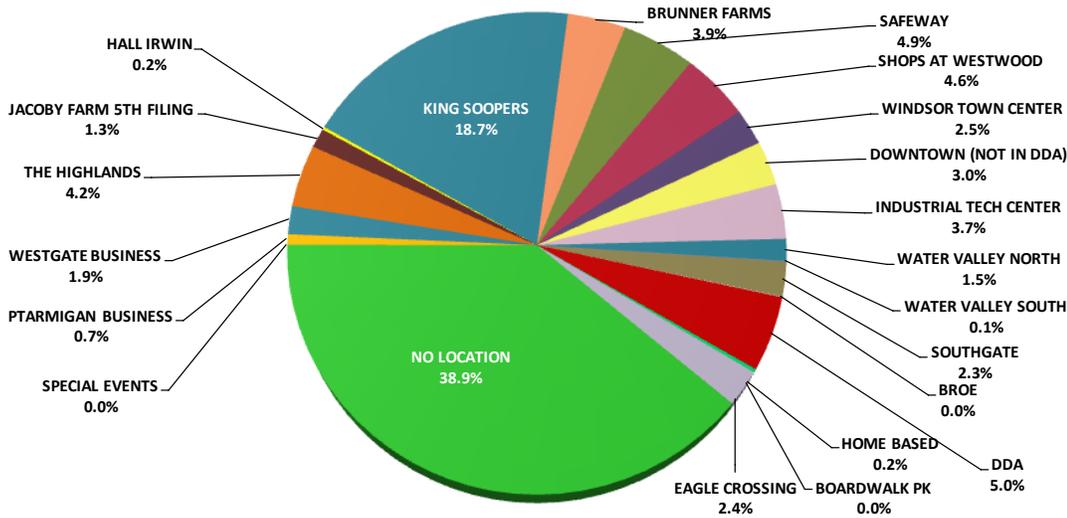
This begins the second year of collecting this portion of the tax. Our monthly budget requirement is \$142,570. We collected \$154,208 in February. Since the inception of this tax, we have not had a month where we did not reach our monthly collection requirement.

February year to date collections are up over 2015 collections by 5.23% and basically even with 2014 year to date. 2014 collections included a one time payment from Vestas of over \$300,000.

Year-to-Date Sales Tax Collections -3.2%
Through February 2008-2016



Sales Tax Revenue by GEO Code
February 2016



The King Soopers Center remains the largest local driving force in sales tax collections.

Year-to-Date Sales Tax

Our sales tax base has not changed a great deal over the past decade, with groceries and utilities leading our industry sectors in sales tax collection. Some of this increase can be attributed to an overall increase in prices and cost of living, estimated at 1.2% for the year of 2015 in the Denver/Boulder/Greeley area.

- We had 7 sales tax license closures in February 2016 while issuing 23 new licenses.
- Between the DDA (5.0%) and the Downtown (3.0%) total of 8% surpassed the Safeway complex of 4.9%.

All Funds Expense Chart

February 2016

Benchmark = 16%

Operations expenditures are at 15% of the annual budget, slightly under the budget target.

<u>General Government</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2016 Budget</u>	<u>% of Budget</u>
General Fund	\$1,189,207	\$2,617,346	\$15,012,482	17%
Special Revenue (PIF, CTF, CRC, CRCX)	\$118,840	\$204,193	\$3,723,744	5%
Internal Service	\$202,704	\$523,898	\$2,970,181	18%
Other Entities (WBA, Ec Dev Inc)	\$12,090	\$24,185	\$145,080	17%
Sub Total Gen Govt Operations	\$1,522,841	\$3,369,622	\$21,851,487	15%
<u>Enterprise Funds</u>				
Water-Operations	\$264,340	\$364,949	\$3,739,144	10%
Sewer-Operations	\$210,832	\$314,238	\$1,707,267	18%
Drainage-Operations	\$29,153	\$67,037	\$541,574	12%
Sub Total Enterprise Operations	\$504,325	\$746,224	\$5,987,985	12%
Operations Total	\$2,027,166	\$4,115,846	\$27,839,472	15%

plus transfers to CIF and Non-Potable for loan

Through February, operating and capital expenditures combined to equal 12% of the 2016 Budget.

<u>General Govt Capital</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2016 Budget</u>	<u>% of Budget</u>
Capital Improvement Fund	\$422,521	\$467,967	\$11,678,171	4%
CRC Expansion Fund	\$1,258,619	\$1,281,191	\$8,049,363	16%
<u>Enterprise Fund Capital</u>				
Water	\$29,916	\$318,666	\$5,269,134	6%
Sewer	\$89,243	\$89,243	\$1,717,982	5%
Drainage	\$325,394	\$368,869	\$3,048,595	12%
Sub Total Enterprise Capital	\$444,553	\$776,778	\$10,035,711	8%
Capital Total	\$2,125,693	\$2,525,936	\$29,763,245	8%
Total Budget	\$4,152,859	\$6,641,782	\$57,602,717	12%

All Funds Expenditures

The Town is where it should be at this time of year regarding expenditures. Operating expenditures should pick up in the next few months as we gear up for the busy spring and summer season. Construction on the CRC Expansion continues and will increase the pace of capital spending as the weather gets warmer.

General Fund Expense Chart

Department		Current Month	YTD Actual	2016 Budget	% of Budget
410	Town Clerk/Customer Service	\$52,632	\$124,328	\$690,854	18.0%
411	Mayor & Board	\$78,363	\$178,955	\$1,103,343	16.2%
412	Municipal Court	\$106	\$1,696	\$19,630	8.6%
413	Town Manager	\$34,135	\$81,127	\$440,163	18.4%
415	Finance	\$48,412	\$115,308	\$659,277	17.5%
416	Human Resources	\$40,510	\$69,865	\$442,405	15.8%
418	Legal Services	\$33,159	\$67,477	\$380,497	17.7%
419	Planning & Zoning	\$42,764	\$100,934	\$701,114	14.4%
420	Economic Development	\$30,683	\$68,250	\$431,868	15.8%
421	Police	\$306,935	\$695,182	\$3,273,456	21.2%
428	Recycling	\$3,523	\$5,045	\$50,945	9.9%
429	Streets	\$74,914	\$148,993	\$1,217,066	12.2%
430	Public Works	\$32,841	\$70,887	\$365,326	19.4%
431	Engineering	\$62,477	\$159,309	\$887,113	18.0%
432	Cemetery	\$11,198	\$21,324	\$129,108	16.5%
433	Community Events	\$875	\$1,589	\$136,215	1.2%
450	Forestry	\$25,703	\$60,932	\$338,963	18.0%
451	Recreation Programs	\$142,835	\$286,135	\$1,712,976	16.7%
452	Pool/Aquatics	\$6,255	\$18,609	\$186,332	10.0%
454	Parks	\$121,808	\$239,871	\$1,297,222	18.5%
455	Safety/Loss Control	\$385	\$385	\$17,460	2.2%
456	Art & Heritage	\$19,187	\$55,567	\$279,437	19.9%
457	Town Hall	\$19,507	\$45,578	\$251,712	18.1%
Total General Fund Operations		\$1,189,207	\$2,617,346	\$15,012,482	17.4%

General Fund Expenditures

General Fund operating expenditures are slightly above the 16% budget benchmark through February.

The first two months included a number of one time annual payments that put us a little ahead of the pace. This should even out later in the year.

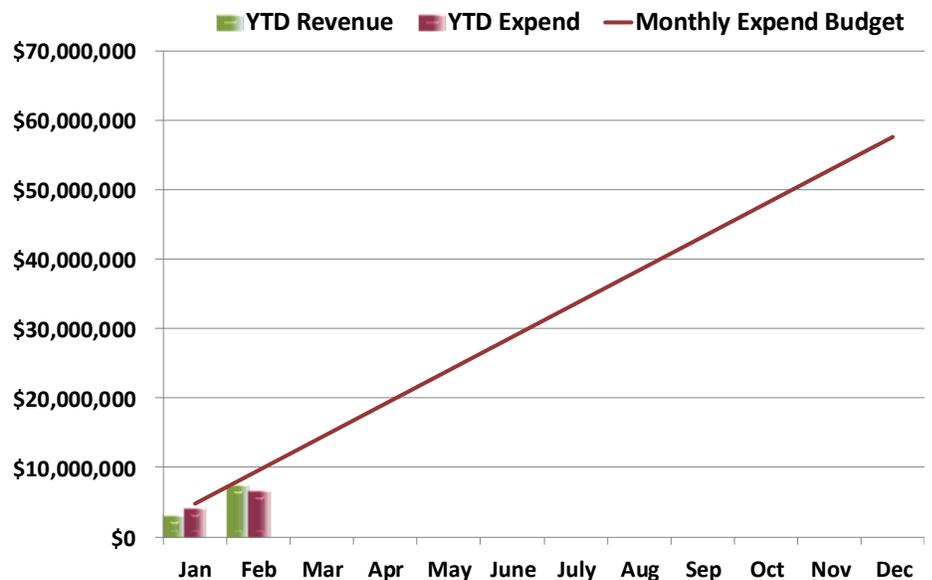
Revenue and Expenditure

The chart on the right shows monthly revenue compared to monthly expenditure as well as a trend line showing the total 2016 budget expended equally over twelve months.

Our monthly budgeted total expenditures equal \$4,800,226. In February we collected \$4,221,341 in total revenue.

Look for the expenditure bar to get ahead of the budget pace as we near the end of the CRC expansion later this summer.

Combined Revenue and Expenditures





TOWN OF WINDSOR 2016 MAJOR CAPITAL PROJECT STATUS
arranged by reporting department

	2016 Projects	2016 Budget	Spent YTD	Dept.	Multi-Yr	Est. Start Process	Actual Start	% Complete	Est. Complete	Actual Complete
1	PW/Parks Maintenance Facility Design	2,333,000	\$0	T Mng	2014-2017	Aug-15		0%	2017	
2	IT - Studio Equipment Upgrade	125,000	\$0	Fin	2016	Feb 1		10%	early May	
3	GIS Asset Management Software	150,000	\$0	Fin	2016	Apr 1		5%	EOY	
4	Water Master Plan Rate Study	35,000	\$0	Fin	2016	Apr 1		0%	mid Jun	
5	Eastman Pk/7th St Roundabout	1,085,320	\$1,508	Eng OH	2015-2016	2015	2015	70%	mid Aug	
6	County Line Road Mitigation design	50,000	\$0	Eng OH	2016-2017	mid Feb		0%	mid Jun	
7	Walnut St / Hwy 257 Turn Lane	55,000	\$0	Eng DB	2015-2016	2015	2015	50%	mid Jun	
8	9th Street Traffic Signal	180,000	\$0	Eng DW	2016	Jun 1		5%	Aug 1	
9	Crossroads-CR13 traffic signal	340,000	\$0	Eng OH	2016	mid Aug		0%	mid Oct	
10	Harmony Rd-CR15 traffic signal design	16,000	\$0	Eng OH	2016-2017	mid Apr		0%	mid Aug	
11	New Liberty Rd Extension	2,000,000	\$0	DW/KB	2016	May 1		5%	Sep 1	
12	GW Railroad Quiet Zone w/grant	2,200,000	\$0	Eng DB	2014-2016	2015	2015	58%	Sep 1	
13	Street Maintenance (overlay, crack seal, chip seal)	2,100,000	\$0	Eng CT	2016	Jan-15		15%	Oct 1	
14	Poudre River Maintenance	75,000	\$0	Eng DW	2016	May 1		0%	Sep 1	
16	Water Line Replacement 16th S of Riverbend	798,000	\$0	Eng CT	2015-2016	Jul 1		10%	Nov 1	
17	Kyger Reservoir Pump Station	2,315,281	\$0	Eng OH	2014-2017	mid Aug		30%	Feb 2017	
19	Update Storm Water Study	100,000	\$0	Eng DW	2015	Feb		0%	Dec	
20	Law Basin Master Plan Channel - construction w/ PDM Grant - 2012-2015	1,998,095	\$0	Eng DR	2012-2016	2015	2015	50%	end Jun	
21	Law Basin West Tributary Channel - 2013-2015	1,050,500	\$43,476	Eng OH	2013-2016	2015	2015	60%	May 1	
22	Trail Cross 257/Grasslands; CR19#2 Ditch; CR13	108,107	\$0	Eng CT	2016	Bid 4/1		25%	Jul 1	
23	Main Park Shelter Replacement (2)	53,190	\$0	Eng OH	2015-2016	Nov 2015		5%	May 1	
24	Chimney Park south parking lot slurry/stripe	15,000	\$0	Eng CT	2016	Aug 1		0%	Oct 1	
25	Chimney Park North Shelter Replacement	27,310	\$0	Eng OH	2015-2016	Nov 2015	1-Nov	5%	May 1	
26	Cemetery streetscape sidewalk constructions	247,500	\$0	Eng CT	2015-2016	Jun 1		30%	Oct 1	
27	Museums -Depot siding	45,000	\$0	Eng OH	2016	mid Aug		0%	mid Nov	
29	Boardwalk Trash Enclosure	40,150	\$0	Pks/WW	2016	Mar 1		0%	Jun 1	
30	Poudre Trail From Westwood Village /w grant	250,000	\$0	Pks/WW	2015-2016	Feb 1		0%	Aug 1	
31	Windsor Tr Jacoby easement 13 to New Cache Ditch	10,000	\$0	Pks/WW	2016	Feb 1		0%	Aug 1	
32	Windsor Tr 392 @ Highlands Design & Underpass	185,000	\$0	Pks/WW	2016	Feb 1	1-Feb	1%	mid Nov	
33	15th & Walnut Open Space Development	100,000	\$0	Pks/WW	2016	Jun 1	Jan	1%	Nov 1	
	Poudre River Diversion Design w/grant	-	\$0	Pks/WW	2016	Oct 7			EOY	
34	Main Park Irrigation design	9,000	\$0	Pks/WW	2016-2017	Mar 1		0%	Aug 1	
35	Main Park Pickle Ball Court w/grant	45,100	\$0	Pks/WW	2016	May 1		0%	Jul 1	
36	Boardwalk Performance Venue	500,000	\$0	Pks/WW	2016	Mar 1		10%	May 1	
37	Eaton House Structural Assess w/grant	15,000	\$0	Pks/AD	2015-2016	Jan		0%	May 1	
28	Museums-Phase 3 Landscaping documents	37,645	\$0	Pks/AD	2016	Jun 1		0%	Sep 1	
38	Eaton House Master Plan w/grant	25,000	\$0	Pks/AD	2016	Jan	Jan	10%	Jul 1	
39	Chimney Pk North change to Non-potable	99,000	\$0	Pks/WW	2016	Mid Apr		0%	mid Jun	
40	Automate splitter box E of Chimney Pk design	33,000	\$0	Pks/WW	2016-2017	Aug 1		0%	mid Nov	
41	CRC Expansion	7,215,695	\$11,764	Pks/EL	2014-2016	2015	2015	55%	Aug 30	
42	Railroad Impr CR15 Hwy 34	40,000	\$0	P Wks	2016	Apr 1		0%	Sep 1	
43	CR 15 South of Crossroads	130,000	\$0	P Wks	2016	Apr 1		0%	Sep 1	
44	Sewer Line Rehab	83,370	\$0	P Wks	2016	Apr 1		0%	Sep 1	
45	Chemical Treatment Facility	35,000	\$0	P Wks	2016	Apr 1		5%	Apr 1	
46	Sewer Nutrient Program w/grant	402,000	\$0	P Wks	2014-2016	2015	2015	15%	May 2016	
47	Lift Station #4 Replacement	515,000	\$0	P Wks	2016	May 1		10%	Oct	
48	Repl. #1,12,14,36,70,81,82,83, leasing #35, 94, 52, 19, incl Toro - Chimney Park, incl tow behind broom	560,000	\$0	P Wks	2016	Jan-16		10%	Jul	
49	1 New Eng Vehicle/equipped	30,000	\$0	P Wks	2016	Jan-16		0%	Jul	
	Color key for funds =	PIF	CTF	CIF	WF	NPWF	SF	SDF	FF	ITF



Our Vision:

WINDSOR'S hometown feel fosters an energetic COMMUNITY SPIRIT AND PRIDE that makes our town a special place in Northern Colorado.

WINDSOR has a STRONG LOCAL ECONOMY with diverse business sectors that provide jobs and services for residents.

WINDSOR promotes QUALITY DEVELOPMENT.

WINDSOR residents enjoy a friendly community with a VIBRANT DOWNTOWN, HOUSING OPPORTUNITIES, CHOICES for LEISURE, CULTURAL ACTIVITIES, RECREATION, and MOBILITY for all.

WINDSOR is a GOOD ENVIRONMENTAL STEWARD.



2016 Monthly Financial Report

Town of Windsor
301 Walnut Street
Windsor, CO 80550

Phone: 970-674-2400
Fax: 970-674-2456

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

*The bottom line focus of the 2016 budget allows us to maintain our service levels and fund important long-term capital improvements. The budget also focuses on outcomes related to the Strategic Plan. **The 2016 budget guiding tenets are providing employees fair compensation, the best work tools, and a safe work place within reasonable fiscal responsibility. This along with the resources focused on customer service will continue to make Windsor a premier community not only in Northern Colorado but in all of Colorado.***

We're on the Web

www.windsorgov.com



Liquor Licensing Authority

To: Mr. Mayor and Members of the Town Board

CC: Patti Garcia, Town Clerk
Ian McCargar, Town Attorney
Kelly Arnold, Town Administrator
Krystal Eucker, Deputy Town Clerk
John Michaels, Chief of Police

From: Teresa Ablao, Associate Town Judge

Date: March 21, 2016

RE: Windsor Local Liquor Licensing Authority report – 1st Quarter 2016

Dear Mayor and Town Board Members:

This quarter we had a fairly light amount of activity with respect to Liquor Licensing. The Authority met on February 1, February 29 and March 21. Below is a brief summary of what has occurred since my last report.

Renewals:

This quarter, 9 license renewals were approved on consent.

- *Highland Meadows Golf course* (Hotel/Restaurant license)
- *Cinder and Cruise Liquors* (Retail Store license)
- *Chimney Park Bistro* (Hotel/Restaurant license)
- *Asian Pearl Bistro* (Hotel/Restaurant license)
- *Chili Thai Windsor* (Hotel/Restaurant license)
- *A Stuff Burger Bar* (Hotel/Restaurant license)
- *The Summit* (Hotel/Restaurant license)
- *American Legion Club* (Tavern license)
- *Picasso and Wine* (Beer/Wine license)

Two licensees were required to appear on their license renewals.

- a. *Angkor Liquors* (Retail Store license) provided adequate evidence of additional training for its staff and the license was renewed contingent upon providing the Authority with a new diagram within 10 days.
- b. *Ricky B's* (Tavern license) was required to appear for hearing on their renewal application due to having had a compliance check violation in the previous year. This violation is being handled by the State Enforcement Division. To date, no information regarding this action has been provided by the State as to the status of the violation. The Licensee provided proof of additional training and the license was renewed. The state may still take any disciplinary action it deems appropriate.

Special Event Permits granted:



Liquor Licensing Authority

There were 3 Special Event Permits granted this quarter.

- *Windsor Downtown Development Authority*
- *Clearview Library District*
- *Windsor Community Playhouse*

New applications granted:

No new licenses were applied for this quarter

As always, please feel free to contact me anytime if you have any questions or concerns.

Respectfully submitted,

Teresa Ablao

	FEBRUARY 2016			
	<u>Previous Month</u>	<u>Current Month</u>	<u>Year To Date</u>	<u>Y.T.D 2015</u>
Misdemeanor Complaints				
911 Hang up Calls	16	40	56	23
Animal	22	27	49	36
Arson	0	0	0	0
Assault	4	3	7	8
Assist Other Department	4	10	14	23
Attempted Suicide	1	1	2	1
Checks	0	0	0	0
Child Abuse	2	0	2	3
Citizen Service	104	73	177	124
Civil Complaints	13	7	20	17
Contributing Delinq./ Minor	0	0	0	0
Crime Against At-Risk Adult	0	0	0	0
Criminal Mischief	9	9	18	22
Criminal Trespass Premises	1	1	2	6
Death	2	1	3	2
Drugs	1	1	2	4
DUI's	5	8	13	13
False Burglar Alarm	26	16	42	51
False Imprisonment	0	0	0	0
False Reporting	0	0	0	0
Found Property	8	10	18	22
Harassment	15	10	25	16
Indecent Exposure	0	0	0	1
A. Curfew	0	0	0	0
B. Runaway	0	4	4	5
C. Other	3	4	7	8
Juvenile Problems (total)	3	8	11	13
Liquor Violations	0	0	0	0
Lost Property	2	4	6	8
Menacing	1	0	1	0
MIC / MIP	0	0	0	3
Missing Persons	1	3	4	1
Obstructing Police	1	0	1	0
Obstructing Telephone Service	1	0	1	0
Open door	2	2	4	17
Ordinance Violations	53	39	92	51
Reckless Endangerment	0	0	0	0
Repossession	0	0	0	0
Sexual Assault	3	2	5	1
Sex Offender Violation	0	0	0	1
Soliciting	1	0	1	3
Suspicious Activity	47	53	100	68

	FEBRUARY 2016			
	<u>Previous Month</u>	<u>Current Month</u>	<u>Year To Date</u>	<u>Y.T.D 2015</u>
Misdemeanor Complaints Cont'd				
Theft	10	13	23	32
Theft By Receiving	0	0	0	0
Towed - Abandoned	1	0	1	1
Towed - Traffic	6	13	19	17
Towed (Total)	7	13	20	18
Traffic Accidents (total)	33	42	75	64
A. Non-injury/Property damage	30	36	66	58
B. Injury	3	4	7	2
C. Fatal	0	0	0	0
D. DUI Accidents	0	2	2	4
Underage Possession Marijuana	1	1	2	5
Vehicle Laws	215	167	382	344
Violation of Restraining Order	3	1	4	9
Warrants - WPD	0	2	2	1
Warrants - Other Department	10	5	15	21
Warrants (Total)	10	7	17	22
Weapon Violation	0	0	0	0
Felony Complaints				
Armed Robbery	0	0	0	1
Arrests	9	2	11	20
Arson	0	0	0	0
Assault	1	1	2	5
Attempted Burglary	0	0	0	0
Auto Theft	2	0	2	0
Burglary	1	2	3	3
Checks	0	0	0	0
Child abuse	0	0	0	0
Child Neglect	0	0	0	0
Contrib./Delinq. of Minor	0	0	0	0
Criminal Impersonation	2	0	2	0
Criminal Mischief	1	1	2	2
Criminal Trespass - Dwelling	0	0	0	1
Criminal Trespass - Vehicle	5	1	6	24
Drugs	0	0	0	1
Forgery	3	0	3	0
Fraud	7	2	9	22
Homicide	0	0	0	0
Identity Theft	2	0	2	4
Intimidating Witness/Victim	0	0	0	0
Menacing	1	0	1	2
Recovery of Stolen Vehicle (ALL)	1	0	1	0
Robbery	0	0	0	0
Sexual Assault	0	0	0	1
Tampering with Evidence	0	0	0	0
Theft by Receiving	0	0	0	0
Theft	6	1	7	22
Warrant (Other Department)	2	1	3	6
Weapon Violation	0	0	0	0

	FEBRUARY 2016			
	<u>Previous Month</u>	<u>Current Month</u>	<u>Year To Date</u>	<u>Y.T.D 2015</u>
Adult Arrest	21	26	47	52
Juvenile Detentions	2	2	4	10
Total Calls for Service	606	544	1150	986
A. Criminal	350	295	645	579
B. Non-Criminal	256	249	505	407
Cases Filed (County Penal)	11	18	29	28
County Traffic Citations	62	46	108	97
Municipal Citation	174	134	308	257
A. Traffic	148	110	258	230
B. Ordinances	26	24	50	27
Warnings	414	328	742	510
Juvenile Filings	3	2	5	0
Parking Tickets	41	48	89	88
Juvenile Notification Forms	17	13	30	26
M-1 Holds	1	6	7	13
Misdemeanor Complaints Cleared by Arrest	20	26	46	42
Monetary Loss Misdemeanor Complaints	\$2,065	\$5,858	\$7,923	\$11,066
Monetary Recovery Misdemeanor Complaints	\$0	\$1,032	\$1,032	\$163
Felony Complaints Cleared by Arrest	4	2	6	20
Monetary Loss Felony Complaints	\$126,125	\$2,000	\$128,125	\$38,262
Monetary Recovery Felony Complaints	\$49,942	\$0	\$49,942	\$4,445



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Greeley, CO 80631
www.upstatecolorado.org

March 18, 2016

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

Dear John,

On behalf of the Upstate Colorado Economic Development professional team and Board of Directors, I want to thank you again for the Town of Windsor's commitment and investment in building a stronger local economy. Community leaders like you provide critical support to our efforts influencing a favorable business climate throughout Weld County and Northern Colorado.

I am enclosing a certificate that provides you an opportunity to share the fact that you are a supporter of Upstate Colorado. I hope that you will display it in a prominent location within your office.

Upstate Colorado Economic Development remains committed to its mission of facilitating and attracting investment, creating new job opportunities, stimulating income growth and expanding the local community tax base. With our continued efforts to attract nationally and develop locally, Upstate and our partners worked 70 new leads in 2015 translating 35% into active leads. Seven of these companies have already located or have announced to locate and are expected to invest approximately \$174 million and create 659 new jobs. With three potential projects already in the line-up for 2016, we look forward to another prosperous year.

As always, I welcome the opportunity to provide an update on Upstate's activities for your governing Board and/or senior staff. Thank you again for being a part of our success. Please feel free to contact me with any questions, I look forward to speaking with you soon.

Sincerely,

A handwritten signature in blue ink that reads "R. Werner".

Richard C. Werner
President & CEO

Enclosure (1)



UPSTATE COLORADO
ECONOMIC DEVELOPMENT

UPSTATE COLORADO ECONOMIC DEVELOPMENT

Acknowledges

Town of Windsor

As an Investor/Partner involved in efforts to build our economy and expand our job base through local economic development activities

Supporting Job Opportunities in Greeley and Weld County Communities

A handwritten signature in black ink, appearing to be 'J. Pa.', written over a horizontal line.

Chair

2016