



**TOWN BOARD REGULAR MEETING**  
April 11, 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.

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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. Arbor Day Proclamation
6. Poudre Valley Medical Fitness Week Proclamation
7. 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 28, 2016 Regular Town Board Meeting – K. Eucker
2. Report of Bills – D. Moyer

3. Resolution No. 2016-21 – A Resolution Approving an Intergovernmental Agreement Between the Town of Windsor and City of Fort Collins for the Exchange of Municipal Judge Services in the Event of Unavailability of Judicial Officers – I. McCargar

C. BOARD ACTION

1. Johnny's Community Run - Town Sponsored Event Request
  - Applicant presentation – Mark Jacoby
2. Windsor High School Band - Long Form Grant Request
  - Applicant Presentation – Robert Darragh, Director of Instrumental Music, Windsor High School
3. Resolution No. 2016-22 – A Resolution in Support of the Efforts of the Colorado Department of Transportation and North Front Range Metropolitan Planning Organization to Secure Funding for Necessary Improvements to Interstate Highway 25 Between State Highway 402 and State Highway 14
  - Legislative action
  - Staff presentation: Kelly Arnold, Town Manager
4. Site Plan Presentation – Highlands Industrial Park Subdivision, Block 4, Lot 1 – Advanced Roofing Technologies – Brad Evans, Advanced Roofing Technologies, applicant/ BJ DeForge, Hauser Architects, P.C., applicant's representative
  - Staff Presentation: Josh Olhava, Senior Planner
5. Public Hearing – Mineral Owner Notification for Surface Development per Article 65.5 of Colorado Revised Statutes – The Ridge at Harmony Road Subdivision – HR Exchange LLC., The Landhuis Company, applicant/ Jeff Mark, The Landhuis Company, applicant's representative
  - Legislative action
  - Staff presentation: Josh Olhava, Senior Planner
6. Public Hearing – Final Major Subdivision Plat for The Ridge at Harmony Road Subdivision – HR Exchange LLC., The Landhuis Company, applicant/ Jeff Mark, The Landhuis Company, applicant's representative
  - Quasi-judicial action
  - Staff presentation: Josh Olhava, Senior Planner
7. Resolution No. 2016-23 – A Resolution Approving the Final Major Subdivision Plat for The Ridge at Harmony Road Subdivision – HR Exchange LLC., The Landhuis Company, applicant/ Jeff Mark, The Landhuis Company, applicant's representative
  - Quasi-judicial action
  - Staff presentation: Josh Olhava, Senior Planner
8. Resolution No. 2016-24 – A Resolution Authorizing the Town Manager to Propose to the City of Fort Collins an Amendment to the Intergovernmental Agreement Between the Town of Windsor and City of Fort Collins With Respect to Development in the Interstate 25/State Highway 392 Corridor Activity Center

- Legislative action
- 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
5. Thank you to departing Mayor and Town Board Members  
Mayor John Vazquez  
Town Board Member Jeremy Rose  
Town Board Member Robert Bishop-Cotner

E. ADJOURN

# Arbor Day Proclamation

*Whereas,* 144 years ago J. Sterling Morton proposed a special day be set aside for the planting of trees, and

*Whereas,* this holiday, called Arbor Day, is now observed throughout the United States and the world, and

*Whereas,* this being the thirty-fifth year the Town of Windsor, Colorado has been awarded the Tree City USA award, and

*Whereas,* trees can reduce erosion, cut energy bills, clean the air, produce oxygen, provide habitat for wildlife, and are a renewable resource giving us fuel, lumber and numerous wood products, and

*Whereas,* trees enhance the value of our community and are a source of joy and beauty,

NOW THEREFORE, I, JOHN VAZQUEZ, MAYOR OF THE TOWN OF WINDSOR, COLORADO,  
DO HEREBY PROCLAIM, APRIL 15TH, 2016, AS

## Arbor Day

IN THE TOWN OF WINDSOR, COLORADO, AND I URGE ALL CITIZENS TO CELEBRATE ARBOR DAY AND TO SUPPORT EFFORTS TO PROTECT AND PLANT TREES FOR THIS AND FUTURE GENERATIONS.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

\_\_\_\_\_  
Mayor

PROCLAMATION DESIGNATING APRIL 24-30, 2016 AS  
POUDRE VALLEY MEDICAL FITNESS WEEK

WHEREAS, UCHealth's Poudre valley Medical Fitness aims to promote active healthy lifestyles to help lower the risk of developing chronic diseases, such as diabetes and heart disease, as well as to help recover from illness or injury. A medical fitness center identifies and utilizes a person's unique medical profile to design a safe, medically supervised fitness program as a necessary component to achieve optimum health, prevent and treat disease and/or injury; and

WHEREAS, Poudre valley Medical Fitness has proven to be beneficial for members in increasing physical activity, attaining a healthy lifestyle and rehabilitating from injury; and

WHEREAS, April 24 - 30 is National Medical Fitness Week and as northern Colorado's first and Windsor's only medical fitness facility, Poudre valley Medical Fitness Medical Fitness is bringing health and fitness activities to the Windsor community including participation in a national walking challenge; and

In celebrating Poudre valley Medical Fitness week, we are reminded of the benefits that medical fitness and a focus on health bring to our community.

NOW THEREFORE, be it resolved that April 24-30, 2016 is recognized as Poudre valley Medical Fitness Week in Windsor, Colorado.

Dated this 11th day of April, 2016

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John S. Vazquez, Mayor



**TOWN BOARD REGULAR MEETING**  
March 28, 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 7:07 p.m.

Roll Call

Mayor  
Mayor Pro Tem

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

Absent

Also Present:

Town Manager  
Town Attorney  
Town Clerk/Assistant to Town Manager  
Communications/Assistant to Town Manager  
Chief of Police  
Director of Engineering  
Director of Planning  
Director of Public Works  
Senior Planner  
Deputy Town Clerk

Kelly Arnold  
Ian McCargar  
Patti Garcia  
Kelly Unger  
John Michaels  
Dennis Wagner  
Scott Ballstadt  
Terry Walker  
Josh Olhava  
Krystal Eucker

1. Pledge of Allegiance

Mayor Pro Tem Baker led the Pledge of Allegiance.

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

1. Board Liaison Reports

- Mayor Pro Tem Baker – Water & Sewer Board; North Front Range/MPO alternate  
Mayor Pro Tem Baker had no update.
- Town Board Member Morgan – Parks, Recreation & Culture; Great Western Trail Authority

- Town Board Member Morgan had no update.
  - Town Board Member Melendez – Downtown Development Authority; Chamber of Commerce no update  
Town Board Member Melendez reported the DDA is creating a monthly shop local and business profile that will be advertised through Windsor Now on the first Sunday of the month. The DDA Strategic Plan should be completed within the next 30-60 days with two additional committees formed. A Downtown Clean Up Day is scheduled for May 13, 2016. The DDA and the Town are working on the Historic Mill project coordination. The DDA members will be attending a Main Street 101 program on May 20, 2016. The Fort Collins Sertoma Club approached the DDA with a program that will place brackets on business and then on nine holidays throughout the year a flag will be placed in the brackets; the DDA has approved participating in the program.
  - Town Board Member Rose – Clearview Library Board  
Town Board Member Rose had no report.
  - Town Board Member Bishop-Cotner – Historic Preservation Commission; Planning Commission  
Town Board Member Bishop-Cotner- Absent
  - Town Board Member Adams – Tree Board; Poudre River Trail Corridor Board  
Town Board Member Adams reported Arbor Day events will be held at Tozer Elementary School on April 15, 2016 and at Mountain View Elementary on April 14, 2016. On April 16, 2016 the 5K run/walk is scheduled with the tree sale to follow. There are also lectures scheduled at the library regarding landscaping.
  - Mayor Vazquez – Windsor Housing Authority; North Front Range/MPO  
Mayor Vazquez had no report.
2. 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 March 14, 2016 Regular Town Board Meeting – K. Eucker  
**Town Board Member Adams motioned to approve the consent calendar as presented; Town Board Member Morgan seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Morgan, Rose, Melendez, Adams, Vazquez; Nays- None; Motion passed.**

#### 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

**Town Board Member Rose motioned to approve Ordinance No. 2016-1519 - An Ordinance Approving the Re-Zoning of Tract A, Hilltop Estates Subdivision; Town Board Member Melendez seconded the motion.**

Per Mr. Olhava the ordinance presented 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.

Mr. Adams inquired if the lot is able to be used for equestrian uses.

Mr. Olhava stated if there are specific HOA covenants that supersede the Town's ordinances that would be a separate issue. The understanding is that the exterior lots do allow equestrian uses. The information received by Water Valley and the applicant's representatives is that Tract A was not part of the original HOA since it was deeded to the church.

Mr. Vazquez inquired if the homes adjacent to Tract A are E2 zoning.

Mr. Olhava stated they are E1 zoning.

Mr. Vazquez inquired if equestrian uses are allowed in high density estate lots as well as low density estate lots.

Mr. Olhava stated it is just low density in this area.

Mr. Vazquez inquired as to how the eight lots are allowed equestrian uses.

Mr. Olhava stated E1 allows for equestrian uses and they have HOA restrictions if lots do not back up to another lot. The lots in E1 zoning districts allow for equestrian uses but lots in E2 do not.

The applicant's representative Mr. William Garcia stated he would like comments made two weeks ago at the Town Board meeting to be put on record for this meeting as well. Tract A is in the Poudre Tech Metro District for water and staff have approved the language of the drainage easement. This tract is a not part of Hilltop Estates for the HOA but it is part of the Poudre Tech Metro District for purposes of drainage water.

Mr. Garcia also stated the intent for Tract A is to divide the tract into two lots that will be buildable under the E1 zoning for residential homes. The applicant will reside in the home on lot 1.

Mr. Vazquez inquired if the site plan will be signed off on and will there be a development agreement.

Mr. Olhava stated this situation will only require rezoning and the minor subdivision plat so there will be no requirement for a development agreement.

Mr. Vazquez inquired if the applicant would be allowed to open up a riding center at the equestrian facility if they chose to do so in the future.

Mr. Olhava stated they would not be allowed to do so as that would also fall into a home occupation which has specific requirements about customers coming to the home.

Mr. Vazquez inquired if there is an expectation from the applicant to be able to transition into something more than a personal riding arena.

Mr. Garcia stated there has been no indication for either of the two lots to be utilized for anything other than residential purposes.

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

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

**Town Board Member Rose motioned to approve Resolution No. 2016-17; Town Board Member Morgan seconded the motion.**

Per Mr. McCargar the resolution presented for approval is an agreement between the Town of Windsor and Carestream Health, Inc. The agreement turns over to the Town Carestream's interest in water delivery facilities associated with the Davis Pipeline and the Law Ditch. Negotiations started when the Law Pre-Disaster Mitigation project was in the design phase. That project was heavily funded with FEMA money and the Town wanted to make certain to not lose the FEMA grant so Carestream was notified of the Town's plans to realign the law ditch. Carestream responded with an objection but through a series of negotiations have arrived at this agreement. This agreement is the result to carry out the Law Ditch project without disagreements with Carestream over their water rights. This agreement turns over Carestream's interest in the Law Ditch and their interest in the Davis Pipeline in exchange for lease back water rights. That lease back recognizes that Carestream owns the water right now and would be expected to receive it into the future with a 99 year lease. The Town will be taking on the infrastructure but are not obligated to make certain the water makes it to Carestream but the Town cannot deliberately deny Carestream of their water rights.

Mr. Vazquez inquired if the Town has an obligation to deliver water in the event Carestream falls out of priority.

Mr. McCargar stated that the Town will not be obligated to do so.

Mr. Vazquez inquired about the John Law System and the John Law Consolidated Systems being two separate conveyance structures.

Water Attorney Brad Grasmick stated the agreement identifies the consolidated system south of the Number 2. The legal description describes the ditch starting at that point down to the Kodak pond.

Mr. Vazquez inquired about a carriage agreement associated with the agreement proposed.

Mr. Grasmick stated the water right is going to the Town along with the conveyance structure in this agreement. What the no cost lease back to Carestream says is that we will let them take the use of that water as it flows down the ditch and arrives at their property.

Mr. Vazquez inquired as the amount that will be delivered will be identical to the amount that their decree is.

Mr. Grasmick stated Carestream has the right to receive up to six CFS and they will receive what shows up and is available. There is no obligation on the Town to make that available.

Mr. McCargar stated the Town has no legal or physical obligation to deliver but it is whatever makes it to their point of use.

Ms. Melendez inquired on the financial portion of the agreement.

Mr. McCargar stated there is no financial obligation or impact to Carestream. If the Town chooses to improve the Davis pipeline for example then that will be the choice of the Town. There is no financial exchange that goes along with the agreement to Carestream.

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

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

**Town Board Member Adams motioned to approve Resolution No. 2016-18; Town Board Member Morgan seconded the motion.**

Per Ms. Garcia the resolution before the Board relates to the 2015 Municipal Water Efficiency Plan. The plan is in accordance with the Water Conservation Act of 2004 and a state approved Plan will qualify the Town for funding for water supply and deliver projects. Over a 10 year planning period which will be 2014-2024, the goal is to obtain an estimated overall water reduction of 9.3% through the implementation of water conservation activities identified in the Plan. The Town Board reviewed the draft plan at the January 4, 2016 work session and pursuant to that work session several items were either included in the plan or addressed internally. Staff recommends approval of Resolution 2016-18.

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

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

**Town Board Member Rose motioned to approve Resolution No. 2016-19; Town Board Member Melendez seconded the motion.**

Per Mr. Wagner the Town is beginning preparations for the construction of a roundabout at the intersection of Eastman Park Drive and 7<sup>th</sup> Street. Management of traffic at the intersection will be a challenge during construction. An agreement was negotiated between the Town and Our Lady of the Valley Catholic Church to provide temporary access through the parking lot for citizens to get to Eastman Park. The Town will completely shut down the intersection expediting the construction schedule.

Mr. Vazquez inquired if the access will allow vehicles to go south at 7<sup>th</sup> Street through the church parking lot.

Mr. Wagner they will not.

Mr. Vazquez inquired if there are time limitations on the church parking lot.

Mr. Wagner stated there are not.

Mr. Vazquez inquired if there has been consideration given to events at Eastman Park when there are events taking place at the same time at the church.

Mr. McCargar stated hours of the day were not part of the agreement. The expectation is that traffic will move slowly through the parking lots with speed control. Conflicts were believed to be minimized because the terms of the agreement were very specific.

Ms. Melendez inquired as to the length of the project.

Mr. Wagner stated bids will be opened April 21, 2016 and typically it will be about a month to get a contractor under contract. The goal is to have the project done and open back up to traffic before school starts on August 18, 2016.

Mr. Morgan inquired if the church parking lot is full, will a firetruck still be able to get through the parking lot.

Mr. Wagner stated parking is not allowed in aisles so fire trucks will have the room to move through the parking lot.

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

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

**Town Board Member Rose motioned to approve Resolution No. 2016-20; Town Board Member Adams seconded the motion.**

Per Mr. Wagner stated before the Board is a resolution regarding the Deed of Dedication for public right-of-way that consists of 97 square feet with the property owner being Trollco. There will also be a temporary detour access road. The objective is to build a temporary road that will bypass the intersection and allow traffic to continue westbound on Eastman Park Drive onto 7<sup>th</sup> Street south and northbound 7<sup>th</sup> Street traffic will continue onto Eastman Park Drive east.

Detour signs will be posted with alternative routes. A barricade will be put up at 7<sup>th</sup> Street and Garden Drive directing vehicles east on Garden Drive. The goal is to close 3<sup>rd</sup> Street as it is more of a local Street with 1<sup>st</sup> Street being more of a major collector.

Mr. Vazquez inquired if the roundabout on 3<sup>rd</sup> Street has been taken into consideration with the continued flow of traffic versus the controlled intersection at 1<sup>st</sup> Street.

Mr. Wagner stated the hope is that the plan works well but do recognize plans have to be adjusted. The width of 1<sup>st</sup> Street may make it the better option at this point.

Mr. Vazquez commented that Cornerstone could be used as an alternative route as well.

Mr. Morgan asked that notification be sent to emergency responding agencies informing them of the detour through the church parking lot.

Mr. Rose inquired as to what would stop individuals from going down 3<sup>rd</sup> Street.

Mr. Wagner stated there has been discussion of placing a barricade with local traffic only versus completely barricading the street.

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

6. CDOT presentation regarding I-25 improvements
  - Staff presentation: Kelly Arnold, Town Manager

Colorado Department of Transportation (CDOT) Region 4 Director Johnny Olson provided a presentation to the Town Board.

Mr. Olson stated a notice of funding came out for TIGER grand funding. CDOT was originally going to apply for grand funding for structures but when discussions took place it was decided to apply for the Phase 1 project on I-25.

Growth in Larimer and Weld County continues along with traffic volumes. Projections for 2035 show a significant increase in population and traffic in Larimer and Weld Counties.

Accomplishments and progress to date include:

- State Highway 7 to State Highway 66 Environmental Assessment completed in 1994
- North Front Range Transportation Alternatives Feasibility Study (2001) – HOV lane Denver to Ft. Collins
- Construction Projects totaling \$300 million
- Environmental Impact Statement (EIS) completed in 2011 (toll express lane, bus service, commuter rail)
- Maintenance - \$10 million/ year for last 10 years

The EIS showed the total cost of the I-25 build out to 2075 at approximately \$1.126 billion. There is a misconception that construction would not get started until 2075 but with phase implementation it will be completed in sections. The ultimate configuration includes three general purpose lanes with an HOV lane. An HOV lane is a tolled express lane allowing an individual to have a reliable trip or arrive at a destination in a reasonable amount of time. Transit facilities will also be added for individuals looking for reliable alternative modes of transportation.

Phase 1 is the section of I-25 from State Highway 402 to State Highway 14 at a project cost of approximately \$230 million which will include the addition of an HOV lane. That section was chosen first because it was the most congested area with a lot of local traffic commuting between the major communities so CDOT felt that was the first location needing a managed lane to move the people in northern Colorado.

Upcoming projects around the region include Crossroads Boulevard and I-25 to align the bridges so they are at the same level but leaving the roundabouts and the addition of a climbing lane at Berthoud Hill. A design is currently being worked on for Phase 1 and the final alignment from State Highway 66 to State Highway 14. Every year funds are designated towards the design to keep moving it forward in case any additional money becomes available the projects are ready to get started.

The funding strategy for Phase 1 includes \$100 million in private finance to be backed by North I-25 toll revenue, \$80 million in state funds, \$25 million in local contributions and \$25 million from the TIGER grant.

To date \$15-\$18 million has been secured through Larimer County, Fort Collins and private sectors which includes Windsor's mill levy contribution of approximately \$110,000 over five years. Communities that benefit from I-25 will be contacted regarding financial participation for the project. CDOT is requesting the Town of Windsor contribute \$1 million which could be over the couple years the construction is taking place.

The TIGER grant application is due April 28, 2016 and awardees will be notified in September of 2016.

North Front Range Metropolitan Planning Organization will be applying for a Fastlane grant for the freight program with the same project concept and it will show the same local match for both projects. There are different criteria for the grants but they will be focused on the same project moving forward. The letter of intent went in March 25, 2016 and that application is due April 14, 2016.

Mr. Vazquez inquired what percentage of utilization of that HOV lane you have estimated.

Mr. Olson stated we can get those numbers to you.

Mr. Vazquez inquired if individuals are going to be paying a toll to get an additional lane and that toll is set to guarantee a time of arrival, if only 2% of travelers can afford the HOV lane, then it is feasible to spend the funds on that.

Mr. Olson stated I-25 is congested during peak times but there is only one section of that road that really runs at a level of service. Without a managed lane there will be no leverage for the \$100 million private loan. Not only will this help with the bonding revenue it will also leverage the right equipment, materials and other items needed to maintain roads.

Mr. Baker inquired about what is involved in phase 1.

Mr. Olson stated Phase 1 would be taking this project and building the 3<sup>rd</sup> HOV lane with a 10'-12' inside shoulders. The railroad bridge and the county bridge south of Highway 34 will not be rebuilt and construction will go on under the bridges. Then up to Crossroads Boulevard it will include building to the center and adding shoulders and asphalt lanes.

Mr. Baker inquired that when he is asked about the project he can say that with all this money a toll lane will be built in each direction.

Mr. Olson stated yes an HOV lane is being built from State Highway 402 to State Highway 14 along with a transit facility.

Mr. Morgan inquired if traveling southbound in the HOV lane would end at Highway 402.

Mr. Olson stated that is correct and it would go back to the two-lane configuration until the climbing lane at Berthoud Hill for two miles then back to two-lane and then to three-lanes at Highway 66.

Mr. Morgan inquired if the toll fee would get a person as far south as Highway 402 then back into general purpose lanes.

Mr. Olson stated that is correct.

Mr. Vazquez commented that the EIS proposal showed the HOV lanes going to the North Metro Denver area and this project will be Phase 1 of the overall project.

Mr. Vazquez inquired if there will be vehicle restrictions on Berthoud Hill.

Mr. Olson stated discussion haven taken place regarding trucks using the right two lanes so that third lane is open on the climbing lanes.

Ms. Melendez inquired if the construction for Phase 1 will be 14 months.

Mr. Olson stated that is not correct. The goal would be to start construction in 12-14 months and the construction would be about 2 years.

Ms. Melendez inquired if Phase 2 will start after Phase 1.

Mr. Olson stated once funding is in place the next phase will start.

Mr. Adams inquired if Weld County is involved in the project.

Mr. Olson stated there are meetings set up with them.

Mr. Adams inquired about an earlier comment of 2-5% of travelers. Mr. Vazquez inquired earlier about what percentage of the current traffic would utilize an HOV lane.

Mr. Olson stated that will come through studies that will be distributed out.

Mr. Rose inquired if the HOV lane will address buses or will it be a standard HOV lane.

Mr. Olson stated it will be a standard HOV lane.

Mr. Adams inquired about safety from Highway 66 going south.

Mr. Olson stated when there is room to move traffic along that reduces secondary accidents.

Mr. Rose commented that he likes the project and is in favor of it.

Mr. Olson stated CDOT would like the Town of Windsor to contribute \$1 million for this corridor.

Mr. Vazquez inquired if the Town would consider the \$1 million request that would be required out of what fiscal year.

Mr. Arnold stated that could be over a two year period.

Mr. Vazquez inquired if I-25 is eligible for any of the Town's road impact fees.

Mr. McCargar stated it is not.

Mr. Arnold stated the funds for the project would come from the capital improvement fund out of the 2017 and 2018 budgets.

Mr. Vazquez inquired as to how much the I-25/Crossroads project will be.

Mr. Olson stated it will be \$32 million.

Mr. Vazquez inquired as to how much was requested from the Town for that project.

Mr. Olson stated there was no request for that project.

Colorado Transportation Commissioner Kathy Gilland expressed the importance of urgency of the project. This project has been the top priority and up until two months ago this opportunity for funding did not exist. Ms. Gilland stated for the I-70 corridor, the time that people are now crossing the same amount of territory is 26-50% faster. That is not telling how many people are

taking the express lane but that does tell you how that does free up all those lanes and what it is doing.

Mr. Vazquez commented that it is not faster from Empire to Idaho Springs if you are in a general purpose lane. The travel time is the same, the only benefit is that one or two vehicles per 100 that use the HOV lane. That seems like a disproportionate investment.

Mr. Vazquez inquired if other regional partners are committed to the project.

Mr. Olson stated there are other committed partners.

Fort Collins Councilmember Gerry Horak addressed the Board and stated it will be known in September if the grants were awarded for this project and he is optimistic about the project.

Mr. Arnold commented that all entities that feed into I-25 should be asked to participate in the project. Also, it is recommended to do a resolution of support on April 11, 2016 for \$1 million towards the project. A resolution will be needed for the Fastlane grant since the same local match can be used for both grants.

#### 7. Community Development Report

- Staff presentation: Scott Ballstadt, Director of Planning

Mr. Ballstadt provided an overview of the Community Development Report.

- The Comprehensive Plan was adopted by the Planning Commission on March 2, 2016
- A work session is scheduled for March 28, 2016 for the I-25/SH 392 Corridor Activity Center
- Building permits for February 2016 include 59 new single family permits, 3 new multi-family permits and 2 new commercial/industrial permits.

#### 8. Monthly Financial Report

- Staff presentation: Kelly Arnold, Town Manager

Mr. Arnold provided an overview of the Monthly Financial Report.

- The Community Recreation Center sales tax collections surpassed budget requirements for February.
- Single family building permits total 77 through February 2016 which is up from 53 in February of 2015.
- 38 Business Licenses were issued in February 2016 of which 23 were sales tax vendors.
- Sales tax collections for February 2016 were a record total of \$675,413
- February 2016 sales tax collections was up 26% from February 2015
- Construction use tax through February is 25.48% of the annual budget at \$449,198.

### D. COMMUNICATIONS

#### 1. Communications from the Town Attorney

Mr. McCargar reminded the Board of the executive session this evening.

2. Communications from Town Staff

Chief Michaels reported the National Drug Take Back Day is scheduled for April 30, 2016 from 10:00 am to 2:00 pm at the police department. The last event 170 pounds of prescription drugs were brought to the police department.

Mr. Arnold stated there was a break in the 24 inch transmission line from the Loveland Fort Collins Water line earlier in the day. The line is shut off and some residents are without water. The line is expected to be fixed and water restored to residents tomorrow.

Mr. Vazquez inquired as to how old the line is.

Mr. Wagner stated it was installed in 1978.

Mr. Vazquez inquired if it is a duct liner pipe.

Mr. Wagner stated that is correct.

Mr. Vazquez inquired if this incident will cause a rate increase down the road.

Mr. Wagner stated the water line is shut off so no water is being received but if the Town is are taking any water the Town is still paying for it.

3. Communications from the Town Manager

None

4. Communications from Town Board Members

None

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)

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

Upon a motion duly made, the Town Board returned to the regular meeting at 10:20 p.m.

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

Upon returning to the regular meeting, Mayor Vazquez advised that if any participants in the Executive Session believed the session contained any substantial discussion of any matters not included in the motion to convene the Executive Session, or believed any improper action occurred during the Session in violation of the Open Meetings Law; such concerns should now be stated. Hearing none, the Regular Meeting resumed at 10:20 p.m.

F. ADJOURN

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

The meeting was adjourned at 10:20 p.m.

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Krystal Eucker, Deputy Town Clerk

Report of Bills  
March 2016



TOWN OF WINDSOR  
301 WALNUT STREET  
WINDSOR, CO 80550  
WWW.WINDSORCO.COM  
(970) 674-2400  
MON-FRI 8AM TO 5PM

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 01 GENERAL FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
76211	COLORADO DEPARTMENT OF REVENUE	SALES TAX PAYABLE	03/18/2016	24.00
76038	DEAN MOYER	457 LOAN OVERPAYMENT REFUND	03/04/2016	522.75
76288	ELISSA ERICKSON	FACILITY RENTAL DEPOSIT REFUND	03/25/2016	95.62
76099	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	03/11/2016	276.92
76100	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	03/11/2016	296.57
76248	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	03/25/2016	276.92
76249	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	03/25/2016	296.57
76084	HIGHLAND MEADOWS LOTS, LLC	REFUND ON CANCELLED REMODEL	03/04/2016	210.68
76082	LEANNE SCHOLAND	UNENROLL FROM CLASS	03/04/2016	65.00
76078	RICHMOND AMERICAN HOMES OF COLORADO, INC	REIMB FOR INCORRECTLY ASSESSED FEES	03/04/2016	204.52
76193	SAFEBUILT INC.	Feb 2016 Reimbursement	03/18/2016	109,666.43
76083	THOMAS ALAN JOHNSON	MOTOR VEHICLE PURCHASE SALES TAX REFUND	03/04/2016	323.95
76097	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATION	03/11/2016	15.00
76247	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATION	03/25/2016	15.00
76238	WELD COUNTY DRUG TASK FORCE	COURT COLLECTIONS FEB 2016	03/25/2016	1,232.00
Total for Department: 000 NO PROJECT CODE				113,521.93
Department: 410 TOWN CLERK/CUSTOMER SERVI				
76280	ABLAW LAW LLC	LIQUOR AUTHORITY JAN-MAR 2016	03/25/2016	296.25
76200	CARD SERVICES	CLERK-OFFICE SUPPLIES, IIMC CONFERENCE REGISTRATION	03/18/2016	626.00
76186	CENTURY LINK	LONG DISTANCE PHONE SVC	03/18/2016	5.64
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	93.06
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	14.70
76122	ELECTION SYSTEMS AND SOFTWARE	UOCAVA BALLOTS	03/11/2016	105.75
76207	ELECTION SYSTEMS AND SOFTWARE	ELECTION SUPPLIES & SERVICE	03/18/2016	943.68
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	102.37
76176	OFFICE DEPOT	OFFICE SUPPLIES	03/18/2016	8.53
76194	THE GREELEY TRIBUNE	PUBLIC HEARING FOR HILLTOP ESTATE REZONE	03/18/2016	60.40
Total for Department: 410 TOWN CLERK/CUSTOM				2,256.38

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 411 MAYOR & TOWN BOARD				
76200	CARD SERVICES	TB-MTG SNACKS/DINNER	03/18/2016	96.31
76225	HUMPHRIES POLI ARCHITECTS, P.C.	LIBRARY FEASIBILITY STUDY	03/18/2016	5,106.30
76067	IVAN ADAMS	MILEAGE/PKG REIMB CML LEGISLATIVE WKSHP DENVER	03/04/2016	83.34
76282	UNC	ADVISORY BD MTG CATERING 3/16	03/25/2016	2,732.50
Total for Department: 411 MAYOR & TOWN BOAR				8,018.45
Department: 412 MUNICIPAL COURT				
76186	CENTURY LINK	LONG DISTANCE PHONE SVC	03/18/2016	3.91
76020	MICHAEL E MANNING	MUNICIPAL COURT JUDGE SVCS FEB 2016	03/04/2016	1,410.00
76255	TOWN OF WINDSOR MUNICIPAL COURT	COURT CHECK FEE	03/25/2016	18.40
Total for Department: 412 MUNICIPAL COURT				1,432.31
Department: 413 TOWN MANAGER				
76090	BOBBY WARNER	TIER 1 PRIDE AWARD WINNER	03/11/2016	25.00
76200	CARD SERVICES	ADMIN-PRIDE AWARD SUPPLIES, LUNCH W/MAYOR	03/18/2016	308.06
76186	CENTURY LINK	LONG DISTANCE PHONE SVC	03/18/2016	15.68
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	24.66
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	14.70
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	8.96
76176	OFFICE DEPOT	OFFICE SUPPLIES	03/18/2016	1.34
Total for Department: 413 TOWN MANAGER				398.40
Department: 415 FINANCE				
76060	ANTON COLLINS MITCHELL LLP	2015 AUDIT SVCS-INTERIM	03/04/2016	8,500.00
76186	CENTURY LINK	LONG DISTANCE PHONE SVC	03/18/2016	32.42
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	453.40
76018	DEBBIE DRESSEL	MILEAGE REIMB TAX MTG AURORA	03/04/2016	83.70
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	24.50
76177	MAIL N COPY	SHIPPING OF BUDGETS TO GFOA	03/18/2016	31.39
76189	MOUNTAIN STATES EMPLOYERS COUNCIL	MSEC COURSES	03/18/2016	655.00
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	16.41
76176	OFFICE DEPOT	OFFICE SUPPLIES	03/18/2016	134.12
Total for Department: 415 FINANCE				9,930.94

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 416 HUMAN RESOURCES				
76200	CARD SERVICES	HR-TRAINING REG	03/18/2016	1,677.17
76186	CENTURY LINK	LONG DISTANCE PHONE SVC	03/18/2016	12.59
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	117.15
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	4.90
76188	HIRERIGHT SOLUTIONS INC	BCKGRND CHECKS FEB 2016	03/18/2016	1,931.91
76189	MOUNTAIN STATES EMPLOYERS COUNCIL	MSEC COURSES	03/18/2016	1,110.00
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	473.57
76176	OFFICE DEPOT	OFFICE SUPPLIES	03/18/2016	38.81
76022	SAFeway, INC.	FOOD FOR HIRING PANEL	03/04/2016	23.33
76181	TARA FOTSCH	REIMBURSE FOR WELLNESS GIFT CARD	03/18/2016	28.95
76228	U.S. HEALTHWORKS GROUP OF KANSAS CITY, P.A.	OUT OF STATE DRUG TEST	03/18/2016	44.00
76252	UNIVERSITY OF COLORADO HEALTH	EMPLOYEE PHYSICALS/BLOOD DRAWS	03/25/2016	894.50
76157	VERIZON WIRELESS SERVICES LLC	CELLULAR PHONE SVC	03/18/2016	36.22
Total for Department: 416 HUMAN RESOURCES				6,393.10
Department: 418 LEGAL SERVICES				
76186	CENTURY LINK	LONG DISTANCE PHONE SVC	03/18/2016	10.47
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	9.45
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	9.80
76202	LAWRENCE JONES CUSTER GRASMICK	LEGAL SERVICES	03/18/2016	3,038.91
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	2.68
76176	OFFICE DEPOT	OFFICE SUPPLIES	03/18/2016	0.89
76209	SPENCER FANE AND GRIMSHAW LLP	BLG AUTHORITY ATTORNEY	03/18/2016	3.00
76212	WEST PUBLISHING CORPORATION	WESTLAW SUBSCRIPTION	03/18/2016	720.35
Total for Department: 418 LEGAL SERVICES				3,795.55
Department: 419 PLANNING & ZONING				
76200	CARD SERVICES	COMP PLAN-MTG SNACKS	03/18/2016	50.76
76186	CENTURY LINK	LONG DISTANCE PHONE SVC	03/18/2016	20.89
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	252.40
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	14.70
76076	HOUSEAL LAVIGNE ASSOCIATES	COMPREHENSIVE PLAN CONSULTING SVCS JAN 2016	03/04/2016	10,938.84
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	13.87
76176	OFFICE DEPOT	OFFICE SUPPLIES	03/18/2016	2.23
76101	THOMAS R ECKRICH	APPRECIATION PLAQUE	03/11/2016	40.00
76166	WELD COUNTY CLERK AND RECORDER	RECORD FEE WINTER FARM 4TH 5TH & 6TH	03/18/2016	33.00
Total for Department: 419 PLANNING & ZONING				11,366.69

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 420 ECONOMIC DEVELOPMENT				
76200	CARD SERVICES	ECON-OFFICE SUPPLIES	03/18/2016	99.93
76186	CENTURY LINK	LONG DISTANCE PHONE SVC	03/18/2016	8.37
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	9.45
76120	INTERNATIONAL ECONOMIC DEV COUNCIL	2016 ANNUAL MEMBERSHIP	03/11/2016	405.00
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	2.68
76176	OFFICE DEPOT	OFFICE SUPPLIES	03/18/2016	0.89
76286	THE PRINT SHOP OF LOVELAND, LLC	EXEC SUMMARY GONOCO REPRINTS	03/25/2016	125.00
76056	UNC FOUNDATION EAST COLORADO SBDC	2016 E. COLO SBDC SPONSORSHIP	03/04/2016	5,000.00
76051	UPSTATE COLORADO ECONOMIC DEVE	2016 ECONOMIC DEV MEMBERSHIP-UPSTATE CO	03/04/2016	10,000.00
76236	WINDSOR CHAMBER OF COMMERCE	2016 TOWN ANNUAL FUNDING	03/25/2016	25,000.00
Total for Department: 420 ECONOMIC DEVELOPM				40,651.32

Department: 421 POLICE DEPARTMENT

76289	AIR SCIENCE USA LLC	REPLACEMENT FILTERS	03/25/2016	588.66
76241	BUNTING DISPOSAL, INC	TRASH SVC	03/25/2016	32.50
76200	CARD SERVICES	PD-BATTERIES/VOICE RECORDER	03/18/2016	111.01
76186	CENTURY LINK	LONG DISTANCE PHONE SVC	03/18/2016	22.14
76026	CENTURYLINK	UTILITIES	03/04/2016	300.35
76229	CHEMATOX LABORATORY INC	DRUG SCREEN/CONFIRMATION/16-00045	03/25/2016	225.00
76057	CITY OF GREELEY	2016 CONTRIBUTION/VICTIM ASSISTANCE	03/04/2016	1,000.00
76015	COREN PRINTING, INC.	BUSINESS CARDS/DARCY	03/04/2016	250.45
76268	CREATIVE CULTURE INSIGNIA, LLC	BADGE/EAGLE SHIELD/SGT COOK	03/25/2016	95.75
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	49.00
76081	GREG TASSET	REPLACE DOOR	03/04/2016	275.00
76264	KINSCO, LLC	SILVER BADGE/SGT COOK	03/25/2016	90.00
76177	MAIL N COPY	PD-CERTIFIED LETTER SENT	03/18/2016	20.26
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	21.59
76176	OFFICE DEPOT	OFFICE SUPPLIES	03/18/2016	112.73
76054	POUDRE VALLEY HEALTH SYSTEM	BLOOD DRAWS/16-00045 AND 16-00768	03/04/2016	262.00
76266	POUDRE VALLEY HEALTH SYSTEM	BLOOD DRAWS/16-02387, 16-02333, 16-02530	03/25/2016	393.00
76080	STRATA LEADERSHIP, LLC	PD CLASS FEB 26, 2016	03/04/2016	944.00
76226	STRATA LEADERSHIP, LLC	ETHICS IN LAW ENFORCEMENT/JAN 13, 2016	03/18/2016	944.00
76191	THE HUMANE SOCIETY OF WELD COUNTY	ANIMAL CARE & HOUSING/QTY 3/16-01358, 16-01496	03/18/2016	389.52
76042	THOMAS R ECKRICH	2 PLAQUES	03/04/2016	80.00
76157	VERIZON WIRELESS SERVICES LLC	CELLULAR PHONE SVC	03/18/2016	1,393.58
76023	XCEL ENERGY	UTILITIES-PD	03/04/2016	2,223.19
Total for Department: 421 POLICE DEPARTMENT				9,823.73

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 428 RECYCLING				
76086	WASTE MANAGEMENT OF COLORADO	RECYCLE SITE PULLS	03/11/2016	1,150.20
76023	XCEL ENERGY	UTILITIES-RECYCLING	03/04/2016	56.92
Total for Department: 428 RECYCLING				1,207.12
Department: 429 STREETS & ALLEYS				
76200	CARD SERVICES	PW-DAYTIMER	03/18/2016	303.49
76055	COLORADO ASPHALT SERVICES, INC	BAGS OF ASPHALT	03/04/2016	3,136.00
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	9.00
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	4.90
76232	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	03/25/2016	19.53
76240	GLH CONSTRUCTION, INC.	SNOW REMOVAL	03/25/2016	5,670.00
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	2.88
76176	OFFICE DEPOT	WALL FILE	03/18/2016	108.45
76031	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	03/04/2016	2,471.48
76170	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	03/18/2016	806.50
76239	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	03/25/2016	4,880.31
76220	QUICK STITCH EMBROIDERY, LLC	UNIFORM & EMBROIDARY-NATE	03/18/2016	316.28
76064	SAFETY AND CONSTRUCTION SUPPLY	SIGN BASE AND ANCHOR	03/04/2016	209.52
76185	TOOL & ANCHOR SUPPLY	HARDWARE FOR SIGNS	03/18/2016	210.66
76016	VERIZON WIRELESS SERVICES LLC	PHONE SERVICE	03/04/2016	48.11
76089	XCEL ENERGY	UTILITIES-STREETS	03/11/2016	23,769.09
Total for Department: 429 STREETS & ALLEYS				41,966.20
Department: 430 PUBLIC WORKS DEPARTMENT				
76192	AT AND T MOBILITY	PHONE SVC PW	03/18/2016	84.50
76241	BUNTING DISPOSAL, INC.	TRASH SVC	03/25/2016	48.75
76200	CARD SERVICES	PW-MTG/PLOWING MEALS	03/18/2016	211.74
76186	CENTURY LINK	LONG DISTANCE PHONE SVC	03/18/2016	10.78
76235	CENTURYLINK	UTILITIES	03/25/2016	48.44
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	24.66
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	4.90
76017	GENERAL AIR SERVICE AND SUPPLY CO	WELDING SUPPLIES	03/04/2016	170.55
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	17.27
76176	OFFICE DEPOT	ENVELOPE OPENER	03/18/2016	47.35
76157	VERIZON WIRELESS SERVICES LLC	CELLULAR PHONE SVC	03/18/2016	32.15
76023	XCEL ENERGY	UTILITIES-PW	03/04/2016	1,610.52
Total for Department: 430 PUBLIC WORKS DEPAR				2,311.61

Check No.	Vendor/Employee	Transaction Description	Date	Amount
<b>Department: 431 ENGINEERING DEPARTMENT</b>				
76200	CARD SERVICES	ENG-FILING FEE	03/18/2016	0.50
76186	CENTURY LINK	LONG DISTANCE PHONE SVC	03/18/2016	17.96
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	68.40
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	29.40
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	35.74
76176	OFFICE DEPOT	OFFICE SUPPLIES	03/18/2016	2.67
76053	THE GREELEY TRIBUNE	LEGAL NOTICE	03/04/2016	114.00
76242	WINDSOR HARDWARE, LLC	SHOVEL	03/25/2016	29.98
<b>Total for Department: 431 ENGINEERING DEPART</b>				<b>298.65</b>
<b>Department: 432 CEMETERY</b>				
76241	BUNTING DISPOSAL, INC.	TRASH SVC	03/25/2016	16.25
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	9.00
76043	COUNTRY JOHNS	RESTROOM SERVICE-DIAMOND VALLEY	03/04/2016	180.00
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	4.90
76158	MANWEILER HARDWARE, INC	DRILL, NUTS & BOLTS, CUTTING PLIERS, ETC.	03/18/2016	274.96
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	1.51
76256	PIONEER SAND COMPANY	COMPOST	03/25/2016	384.25
76023	XCEL ENERGY	UTILITIES-CEMETERY SHED	03/04/2016	621.33
<b>Total for Department: 432 CEMETERY</b>				<b>1,492.20</b>
<b>Department: 433 COMMUNITY EVENTS</b>				
76274	ASCAP	MUSIC LICENSING	03/25/2016	336.00
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	9.45
<b>Total for Department: 433 COMMUNITY EVENTS</b>				<b>345.45</b>
<b>Department: 450 FORESTRY</b>				
76258	BANK OF COLORADO	ARBOR DAY 5K GIFT CARDS FOR PRIZES	03/25/2016	455.00
76200	CARD SERVICES	AHC-RINGS FOR TREE EXHIBITS	03/18/2016	244.38
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	9.45
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	1.51
76176	OFFICE DEPOT	OFFICE SUPPLIES	03/18/2016	38.11
76242	WINDSOR HARDWARE, LLC	PULL CORD FOR HEDGER	03/25/2016	6.21
<b>Total for Department: 450 FORESTRY</b>				<b>754.66</b>

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 451 RECREATION				
76285	ALISON KOSTER	CRITTER BIRTHDAY PARTY	03/25/2016	45.00
76068	ALSCO INC	RENTAL LINENS - DADDY/DAUGHTER DATE NIGHT	03/04/2016	187.15
76065	APEX LEGAL SERVICE LLC	FEBRUARY CLASS - CREATE YOUR OWN WILL	03/04/2016	276.00
76200	CARD SERVICES	CRC-CPRA REG	03/18/2016	2,207.34
76119	CASH-WA DISTRIBUTING CO.	KITCHEN SUPPLIES	03/11/2016	750.79
76186	CENTURY LINK	LONG DISTANCE PHONE SVC	03/18/2016	36.21
76092	CO PARKS AND RECREATION ASSOC	CPRA MEMBERSHIP - BRITT ZIMDAHL	03/11/2016	765.00
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	68.40
76072	DENEICE J DYER	FEBRUARY BALLET	03/04/2016	708.40
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	14.70
76245	DOMINOS PIZZA	SALT MEETING DINNER	03/25/2016	32.54
76077	FRONT RANGE RESPONSE	ULTIMATE BABYSITTER CLASS	03/04/2016	247.80
76283	FRONT RANGE RESPONSE	ULTIMATE BABYSITTER CLASS	03/25/2016	206.50
76163	GARRETSON'S SPORT CENTER	FLAG FOOTBALL FLAGS, BAGS AND CONES	03/18/2016	196.73
76263	INDIAN PEAKS GIRLS SOFTBALL AS	IPGSA SOFTBALL REGISTRATIONS	03/25/2016	695.00
76110	KING SOOPERS	STAFF LUNCH PRC	03/11/2016	592.90
76177	MAIL N COPY	DOUBLE SIDED TAPE	03/18/2016	181.55
76071	MARIE C DOTTS	TAI CHI INSTRUCTION	03/04/2016	385.00
76107	NATIONAL ALLIANCE FOR YOUTH SP	BASKETBALL SUPPLIES	03/11/2016	680.21
76108	NATIONAL ALLIANCE FOR YOUTH SP	NYS CA COACH CERTIFICATIONS	03/11/2016	60.00
76257	NORTH COLORADO MEDICAL CENTER	CPR CLASS	03/25/2016	168.00
76176	OFFICE DEPOT	OFFICE SUPPLIES	03/18/2016	1,019.93
76025	SAMS CLUB DIRECT	DADDY/DAUGHTER DATE NIGHT SUPPLIES	03/04/2016	245.21
76190	SENROR JALEPENOS	CONCESSIONS SUPPLIES	03/18/2016	60.00
76197	SWANK MOTION PICTURES, INC.	INDOOR MOVIE NIGHT	03/18/2016	191.00
76242	WINDSOR HARDWARE, LLC	MAGNETIC HOOKS	03/25/2016	11.97
Total for Department: 451 RECREATION				10,033.33

Department: 452 AQUATICS/SWIMMING POOL

76235	CENTURYLINK	UTILITIES	03/25/2016	124.06
76110	KING SOOPERS	CARA SWIM MEET SUPPLIES	03/11/2016	20.46
76176	OFFICE DEPOT	OFFICE SUPPLIES	03/18/2016	190.16
76171	VICTORY SALES, INC	CARA T-SHIRTS	03/18/2016	188.46
76089	XCEL ENERGY	UTILITIES-POOL	03/11/2016	394.45
Total for Department: 452 AQUATICS/SWIMMING				917.59

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 454 PARKS				
76172	ARAPAHOE RENTAL	TRENCHER RENTAL-IRRIGATION REPAIR-COYOTE GULCH	03/18/2016	567.90
76070	ARRO-LAST TARGET SYSTEMS	BACKSTOPS FOR ARCHEY RANGE	03/04/2016	2,025.00
76216	BEDROCK LLC	PLAYGROUND MULCH	03/18/2016	4,350.00
76273	BOW WOW WASTE	DOG WASTE BAGS	03/25/2016	1,755.00
76241	BUNTING DISPOSAL, INC.	TRASH SVC	03/25/2016	630.50
76200	CARD SERVICES	PARKS-PRO GEEN EXPO/WORKSHOP REG	03/18/2016	483.72
76186	CENTURY LINK	LONG DISTANCE PHONE SVC	03/18/2016	4.31
76164	CENTURYLINK	INTERNET SVC LIFT STN	03/18/2016	36.48
76092	CO PARKS AND RECREATION ASSOC	CPRA MEMBERSHIP - ELIOT SCHMIDT	03/11/2016	750.00
76044	COATING SPECIALTIES	SPRAY COATING ON 3 GATES	03/04/2016	750.00
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	39.15
76043	COUNTRY JOHNS	RESTROOM SERVICE-WINDSOR LAKE	03/04/2016	633.00
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	14.70
76223	ECO-COUNTER, INC.	WEATHER MODULE 1 STATION SETUP	03/18/2016	480.00
76281	ELIOT SCHMIDT	REINBURSTMENT FOR UNIFORMS	03/25/2016	119.99
76244	ENVIROPEST	PEST CONTROL DIAMOND VALLEY	03/25/2016	189.00
76232	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	03/25/2016	55.91
76234	GRAINGER, INC.	FIRST AID KIT	03/25/2016	177.15
76106	HARBOR FREIGHT TOOLS	BENCH GRINDERS	03/11/2016	109.98
76275	HELENA CHEMICAL COMPANY	HERBICIDE	03/25/2016	3,910.09
76102	K AND W PRINTING, INC	REGULATION SIGNS-DIAMOND VALLEY ARCHERY	03/11/2016	110.00
76251	K AND W PRINTING, INC	DOG PARK SIGNS	03/25/2016	100.00
76158	MANWEILER HARDWARE, INC	FEB PARK CHARGES	03/18/2016	63.70
76233	MOREY'S GLASS AND METALS INC	REPAIR BROKEN WINDOW @ CHIMNEY PARK	03/25/2016	126.00
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	6.85
76176	OFFICE DEPOT	OFFICE SUPPLIES	03/18/2016	12.44
76239	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	03/25/2016	39.48
76265	QUALITY WELL AND PUMP	SET PUMP BACK IN WATER @ KYGER PIT	03/25/2016	733.10
76194	THE GREELEY TRIBUNE	PORTABLE TOILET SERVICE BID	03/18/2016	88.90
76259	WAGNER EQUIPMENT CO.	MINI EXCAVATOR -RENTAL JETTY	03/25/2016	374.00
76262	WELD COUNTY UNDERGROUND WATER ASSOCIATION	WELL ASSESSMENTS	03/25/2016	331.70
76014	WHITNEY IRRIGATION COMPANY	WATER ASSESSMENT FOR THE YEAR 2016	03/04/2016	100.00
76242	WINDSOR HARDWARE, LLC	SHOP TOWELS	03/25/2016	557.67
76094	WINDSOR-SEVERANCE FIRE PROTECT	TOWN'S PORTION OF MUSEUM UTILITIES FEB 2016	03/11/2016	38.67
76089	XCEL ENERGY	UTILITIES-PARKS	03/11/2016	3,115.79
Total for Department: 454 PARKS				22,880.18

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 456 ART & HERITAGE				
76124	AIR COMFORT, INC	BI-ANNUAL MAINT, TOW MUSEUM DEPOT	03/11/2016	517.50
76184	AMERICAN ASSOC FOR STATE & LOCAL HISTORY AASLH	AASLH MEMBERSHIP	03/18/2016	115.00
76200	CARD SERVICES	AHC-MPMA MTG PKG/LODGING	03/18/2016	233.54
76186	CENTURY LINK	LONG DISTANCE PHONE SVC	03/18/2016	4.14
76026	CENTURYLINK	UTILITIES	03/04/2016	51.21
76235	CENTURYLINK	UTILITIES	03/25/2016	183.37
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	24.66
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	4.90
76158	MANWEILER HARDWARE, INC	ADHESIVE/LINKS FOR EXHIBITS	03/18/2016	14.37
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	5.13
76176	OFFICE DEPOT	OFFICE SUPPLIES	03/18/2016	135.26
76214	SECURITY AND SOUND DESIGN	QTRLY ART/HERT BLDG SECURITY MONITORING	03/18/2016	180.00
76089	XCEL ENERGY	UTILITIES-MUSEUM	03/11/2016	762.37
Total for Department: 456 ART & HERITAGE				2,231.45
Department: 457 TOWN HALL				
76241	BUNTING DISPOSAL, INC.	TRASH SVC	03/25/2016	21.50
76186	CENTURY LINK	LONG DISTANCE PHONE SVC	03/18/2016	33.11
76026	CENTURYLINK	UTILITIES	03/04/2016	131.38
76164	CENTURYLINK	INTERNET SVC TH	03/18/2016	630.40
76235	CENTURYLINK	UTILITIES	03/25/2016	64.44
76162	XCEL ENERGY	UTILITIES-TH	03/18/2016	2,321.99
Total for Department: 457 TOWN HALL				3,202.82
Total for Fund 01 GENERAL FUND				295,230.06
Fund: 02 PARK IMPROVEMENT FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
76196	MCCAULEY CONSTRUCTORS, INC	COYOTE GULCH PK 2015 RETAINAGE PAYABLE	03/18/2016	43,192.32
Total for Department: 000 NO PROJECT CODE				43,192.32
Department: 454 PARKS				
76270	MCCAULEY CONSTRUCTORS, INC	COYOTE GULCH PARK CHANGE ORDER	03/25/2016	10,994.00
Total for Department: 454 PARKS				10,994.00
Total for Fund 02 PARK IMPROVEMENT FUND				54,186.32

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 04 CAPITAL IMPROVEMENT FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
76084	HIGHLAND MEADOWS LOTS, LLC	REFUND ON CANCELLED REMODEL	03/04/2016	153.42
76083	THOMAS ALAN JOHNSON	MOTOR VEHICLE PURCHASE SALES TAX REFUND	03/04/2016	215.97
Total for Department: 000 NO PROJECT CODE				369.39
Department: 420 ECONOMIC DEVELOPMENT				
76277	WORKSPACE INNOVATIONS LTD	CABINET	03/25/2016	585.23
Total for Department: 420 ECONOMIC DEVELOPM				585.23
Department: 429 STREETS & ALLEYS				
76136	CTC, INC.	QUIET ZONE CONSTRUCTION	03/11/2016	330,256.57
76179	FELSBURG HOLT AND ULLEVIG, INC	PLANNING/ADMIN QUIET ZONE	03/18/2016	3,729.81
76096	FINE LINES PAVEMENT MARKING LL	REMOVAL OF OLD RR CROSSINGS	03/11/2016	3,480.00
76269	INTERWEST CONSULTING GROUP INC	ESTMN PK DR/7TH ST RDNBT DESIGN	03/25/2016	6,434.50
76130	TST, INC CONSULTING ENGINEERS	NEW LIBERTY ROAD DESIGN	03/11/2016	17,348.73
76133	WALSH CONSTRUCTION, INC	TRAFFIC CONTROL INSPECTION/QUIET ZONE	03/11/2016	35,781.74
Total for Department: 429 STREETS & ALLEYS				397,031.35
Department: 430 PUBLIC WORKS DEPARTMENT				
76134	INFUSION ARCHITECTS	PW BLDG ARCHITECT	03/11/2016	16,608.75
Total for Department: 430 PUBLIC WORKS DEPAR				16,608.75
Department: 432 CEMETERY				
76069	ROBERT PECCIA AND ASSOCIATES I	SIDEWALK/STREETSCAPE DESIGN CEMETERY	03/04/2016	6,935.95
76279	ROBERT PECCIA AND ASSOCIATES I	SIDEWALK/STREETSCAPE DESIGN	03/25/2016	1,981.70
Total for Department: 432 CEMETERY				8,917.65
Department: 454 PARKS				
76200	CARD SERVICES	ENG-MAIN PK SHELTER REPLACEMENT PERMIT	03/18/2016	25.00
76253	GREENPLAY, LLC	MASTER PLAN UPDATE	03/25/2016	4,680.00
76227	PLAYCO PARK BUILDERS, INC.	CHIMNEY PK SHELTER REPLACEMENT	03/18/2016	13,300.43
76059	ROBERT G WALKER	BANDSHELL DESIGN	03/04/2016	5,000.00
76215	THE BIRDSALL GROUP	15TH STREET & WALNUT STREET PROJECT	03/18/2016	190.00
76221	THK ASSOCIATES, INC	EASTMAN PARK SOUTH MASTER PLAN	03/18/2016	3,937.52
Total for Department: 454 PARKS				27,132.95

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 456 ART & HERITAGE				
76111	DIGI PIX SIGNS	SIGN	03/11/2016	175.38
Total for Department: 456 ART & HERITAGE				175.38
Department: 457 TOWN HALL				
76061	GREELEY LOCK AND KEY	NEW TOWN HALL PROXIMITY SYSTEM	03/04/2016	22,333.27
Total for Department: 457 TOWN HALL				22,333.27
Total for Fund:04 CAPITAL IMPROVEMENT FUND				473,153.97
Fund: 05 COMMUNITY & REC CENTER FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
76084	HIGHLAND MEADOWS LOTS, LLC	REFUND ON CANCELLED REMODEL	03/04/2016	10.23
76083	THOMAS ALAN JOHNSON	MOTOR VEHICLE PURCHASE SALES TAX REFUND	03/04/2016	35.99
Total for Department: 000 NO PROJECT CODE				46.22
Department: 490 COMMUNITY RECREATION CENT				
76068	ALSCO INC	RENTAL LINENS - WHS DANCE TEAM BANQUET	03/04/2016	304.05
76241	BUNTING DISPOSAL, INC.	TRASH SVC	03/25/2016	113.75
76200	CARD SERVICES	CRC-PGM SUPPLIES	03/18/2016	93.39
76186	CENTURY LINK	LONG DISTANCE PHONE SVC	03/18/2016	0.78
76164	CENTURYLINK	INTERNET SVC CRC	03/18/2016	630.40
76235	CENTURYLINK	UTILITIES	03/25/2016	497.69
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	68.40
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	14.70
76125	SECURITAS SECURITY SERVICES US	RENTAL SECURITY - WEDDING	03/11/2016	158.91
76138	SEVERANCE MIDDLE SCHOOL	MAGAZINES FOR CRC	03/11/2016	545.00
76128	SLATE COMMUNICATIONS	SPONSOR GUIDELINES	03/11/2016	850.00
76157	VERIZON WIRELESS SERVICES LLC	CELLULAR PHONE SVC	03/18/2016	29.23
76089	XCEL ENERGY	UTILITIES-CRC	03/11/2016	7,329.51
Total for Department: 490 COMMUNITY RECREAT				10,635.81
Total for Fund:05 COMMUNITY & REC CENTER F				10,682.03

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 06 WATER FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
76151	End-IRA Inc	UTILITY ACCOUNT CLOSING/REFUND	03/11/2016	56.15
76146	Bobby Antonio	UTILITY ACCOUNT CLOSING/REFUND	03/11/2016	49.76
76155	Brett Bakersky	UTILITY ACCOUNT CLOSING/REFUND	03/11/2016	9.64
76144	Cheryl & Edward Young	UTILITY ACCOUNT CLOSING/REFUND	03/11/2016	3.54
76139	Christine Hagerty	UTILITY ACCOUNT CLOSING/REFUND	03/11/2016	52.92
76141	DR Horton	UTILITY ACCOUNT CLOSING/REFUND	03/11/2016	80.62
76152	James Milliken	UTILITY ACCOUNT CLOSING/REFUND	03/11/2016	18.41
76142	Lennar Colorado, LLC	UTILITY ACCOUNT CLOSING/REFUND	03/11/2016	39.99
76154	Lynn Homes & Development	UTILITY ACCOUNT CLOSING/REFUND	03/11/2016	48.11
76145	Ryan King	UTILITY ACCOUNT CLOSING/REFUND	03/11/2016	80.08
76153	Siriporn McDaniels	UTILITY ACCOUNT CLOSING/REFUND	03/11/2016	47.23
76149	Terry & Joyce Vincent	UTILITY ACCOUNT CLOSING/REFUND	03/11/2016	15.59
76148	Thomas E Hellerich	UTILITY ACCOUNT CLOSING/REFUND	03/11/2016	39.71
Total for Department: 000 NO PROJECT CODE				541.75
Department: 471 WATER				
76276	BATES ENGINEERING INC	3-MG WATER TANK CONST	03/25/2016	2,100.00
76200	CARD SERVICES	PW-AWWA CONF REG	03/18/2016	341.01
76186	CENTURY LINK	LONG DISTANCE PHONE SVC	03/18/2016	0.95
76168	CITY OF GREELEY WATER DEPARTMENT	WATER PURCHASED	03/18/2016	1,812.45
76237	CITY OF GREELEY WATER DEPARTMENT	WATER PURCHASED	03/25/2016	667.17
76052	CLEAR WATER SOLUTIONS INC	POTABLE WATER GENERAL WATER RIGHTS SVCS	03/04/2016	8,449.52
76015	COREN PRINTING, INC.	DELINQUENT BILLING ENVELOPES	03/04/2016	86.33
76156	DANA KEPNER COMPANY, INC.	CURB BOX	03/18/2016	1,480.00
76230	DANA KEPNER COMPANY, INC.	METER GASKET & RATCHET	03/25/2016	120.84
76261	DATAPRINT SERVICES, LLC	POSTAGE	03/25/2016	1,538.96
76232	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	03/25/2016	31,053.07
76087	HACH ENVIRONMENTAL	WATER QUALITY TESTING EQUIP SUPPLIES	03/11/2016	137.91
76058	JVA, INCORPORATED	WATER LINE REPLACEMENT DESIGN	03/04/2016	12,375.00
76271	JVA, INCORPORATED	WATER LINE REPLACEMENT DESIGN	03/25/2016	13,125.00
76177	MAIL N COPY	MAILING OUT WATER SAMPLES	03/18/2016	54.60
76158	MANWEILER HARDWARE, INC	PADLOCKS, PAINT, KNEE PADS	03/18/2016	78.88
76048	NATIONAL METER AND AUTOMATION	METER BODIES & INDOOR SETTERS	03/04/2016	34,480.62
76187	NATIONAL METER AND AUTOMATION	METER BODIES & TRANSMITTERS	03/18/2016	6,868.32
76021	NORTH WELD COUNTY WATER DISTRICT	WATER PURCHASED	03/04/2016	60,565.92
76161	NORTHERN CO WATER CONSERVANCY DISTRICT	2016 ASSESSMENT	03/18/2016	2,261.70
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	4.32
76031	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	03/04/2016	1,495.76
76170	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	03/18/2016	31.43
76239	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	03/25/2016	32.36
76220	QUICK STITCH EMBROIDERY, LLC	UNIFORM & EMBROIDARY-CHARWON	03/18/2016	223.36
76022	SAFEWAY, INC.	FOOD FOR WATER MTG	03/04/2016	6.99
76030	UTILITY NOTIFICATION CENTER OF COLORADO	LOCATE TRANSMISSION	03/04/2016	480.48
Total for Department: 471 WATER				179,872.95

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 484 NON-POTABLE				
76114	CLEAR WATER SOLUTIONS INC	WINDSOR NEW CACHE 15-200	03/11/2016	13,146.84
76260	CLEAR WATER SOLUTIONS INC	KERN GENERAL WATER 2015	03/25/2016	3,501.28
76021	NORTH WELD COUNTY WATER DISTRICT	TRANSFERRED WATER	03/04/2016	18.30
76031	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	03/04/2016	112.50
76224	WENCK ASSOCIATES, INC	KYGER PUMP STN DESIGN	03/18/2016	25,702.14
76089	XCEL ENERGY	UTILITIES-KERN	03/11/2016	60.41
Total for Department: 484 NON-POTABLE				42,541.47
Total for Fund:06 WATER FUND				222,956.17
Fund: 07 SEWER FUND				
Department: 481 SEWER SYSTEM				
76200	CARD SERVICES	CUST SVC CONF LODGING	03/18/2016	56.00
76026	CENTURYLINK	UTILITIES	03/04/2016	197.02
76235	CENTURYLINK	UTILITIES	03/25/2016	49.30
76015	COREN PRINTING, INC.	DELINQUENT BILLING ENVELOPES	03/04/2016	86.33
76174	DALE'S ENVIRONMENTAL SERVICES,	VIDEO INSPECTION WATER VALLEY	03/18/2016	450.00
76261	DATAPRINT SERVICES, LLC	POSTAGE	03/25/2016	1,538.97
76231	FALCON ENVIRONMENTAL CORP	FITTINGS & FERRULE NUT	03/25/2016	215.41
76206	FARNSWORTH GROUP, INC.	MONITORING STUDY OF PUMP STATION	03/18/2016	758.00
76063	FASTENAL COMPANY	BITS, TAPE, PRY BAR	03/04/2016	-7.30
76091	JAX INC.	RATCHET TIE DOWNS	03/11/2016	215.94
76233	MOREY'S GLASS AND METALS INC	METAL	03/25/2016	10.24
76170	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	03/18/2016	43.46
76220	QUICK STITCH EMBROIDERY, LLC	UNIFORM & EMBROIDARY-MARK	03/18/2016	67.16
76035	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE INC	CUTTER HAMMER RELAY	03/04/2016	197.49
76173	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE INC	SERVICE CALL @ LS #8	03/18/2016	105.00
76157	VERIZON WIRELESS SERVICES LLC	CELLULAR PHONE SVC	03/18/2016	240.25
76089	XCEL ENERGY	UTILITIES-WATER/SEWER	03/11/2016	604.17
Total for Department: 481 SEWER SYSTEM				4,827.44
Department: 482 DISPOSAL PLANT				
76047	ACZ LABORATORIES, INC.	LAB TESTING	03/04/2016	210.00
76241	BUNTING DISPOSAL, INC.	TRASH SVC	03/25/2016	34.84
76026	CENTURYLINK	UTILITIES	03/04/2016	198.77
76235	CENTURYLINK	UTILITIES	03/25/2016	61.42
76041	COLORADO ANALYTICAL LABORATORY	LAB TESTING	03/04/2016	359.00
76246	COLORADO ANALYTICAL LABORATORY	LAB TESTING	03/25/2016	263.00
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	9.00
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	4.90
76206	FARNSWORTH GROUP, INC.	WWTP IMPROVMENT-CONST. SERVICES	03/18/2016	13,274.40
76019	HACH ENVIRONMENTAL	LAB SUPPLIES	03/04/2016	109.39
76087	HACH ENVIRONMENTAL	LAB SUPPLIES	03/11/2016	34.34

Check No.	Vendor/Employee	Transaction Description	Date	Amount
76091	JAX INC.	SNAP RING	03/11/2016	23.97
76177	MAIL N COPY	MAILING OUT WATER SAMPLES	03/18/2016	32.82
76158	MANWEILER HARDWARE, INC	NOZZLE, LEVEL, HOSE	03/18/2016	61.15
76176	OFFICE DEPOT	PAPER TOWELS, TISSUE	03/18/2016	100.38
76170	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	03/18/2016	321.62
76239	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	03/25/2016	20,348.60
76167	QA BALANCE SERVICES INC.	CALIBRATE BALANCER	03/18/2016	85.00
76029	TIMBERLINE ELECTRIC AND CONTRO	WWTP MSA CALIBRATION	03/04/2016	422.75
76242	WINDSOR HARDWARE, LLC	BULBS	03/25/2016	137.36

Total for Department: 482 DISPOSAL PLANT 36,092.71

Total for Fund:07 SEWER FUND 40,920.15

Fund: 08 STORM DRAIN FUND

Department: 000 NO PROJECT CODE ASSIGNED

76143	Reserve at Highpoint Estates	UTILITY ACCOUNT CLOSING/REFUND	03/11/2016	5.84
76147	Richard & Carol Raymond	UTILITY ACCOUNT CLOSING/REFUND	03/11/2016	0.49
76140	Westmark Homes	UTILITY ACCOUNT CLOSING/REFUND	03/11/2016	5.80
76150	William Yeagle, Jr.	UTILITY ACCOUNT CLOSING/REFUND	03/11/2016	145.04

Total for Department: 000 NO PROJECT CODE 157.17

Department: 483 STORM DRAINAGE SYSTEM

76039	ANDERSON CONSULTING ENGINEERS	JOHN LAW CHANNEL DESIGN SVCS	03/04/2016	57,389.23
76200	CARD SERVICES	CUST SVC CONF LODGING	03/18/2016	56.00
76015	COREN PRINTING, INC.	DELINQUENT BILLING ENVELOPES	03/04/2016	86.34
76261	DATAPRINT SERVICES, LLC	POSTAGE	03/25/2016	1,538.98
76033	GLH CONSTRUCTION, INC.	LAW BASIN W. TRIB EMERGENCY LINE REPAIR	03/04/2016	98,433.41
76034	GLH CONSTRUCTION, INC.	LAW BASIN W. TRIB CHANNEL	03/04/2016	189,946.16
76133	WALSH CONSTRUCTION, INC	JOHN LAW PDM CONSTRUCTION	03/11/2016	382,619.01

Total for Department: 483 STORM DRAINAGE SYS 730,069.13

Total for Fund:08 STORM DRAIN FUND 730,226.30

Fund: 10 FLEET MANAGEMENT FUND

Department: 491 FLEET MANAGEMENT

76027	4 RIVERS EQUIPMENT	HYD HOSE AND FITTINGS	03/04/2016	3,452.08
76219	A-I BASE, INC	DIRECTIONAL LED AUMBER BULB	03/18/2016	116.00
76284	A-I BASE, INC	DIRECTIONAL LED AUMBER BULB	03/25/2016	183.86
76183	AAA AUTO PARTS NAPA WINDSOR	IMPACT WRENCH	03/18/2016	1,524.34
76126	AGFINITY, INCORPORATED	FUEL FOR FLEET	03/11/2016	2,880.33
76062	AIR CARE COLORADO	EMISSION VOUCHERS	03/04/2016	465.00
76243	ALTEC INDUSTRIES, INC	DIELECTRIC TEST	03/25/2016	250.00
76172	ARAPAHOE RENTAL	PROPANE	03/18/2016	25.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
76095	B AND G EQUIPMENT, INC	FREIGHT FOR PARTS BOUGHT LAST YEAR	03/11/2016	1,170.43
76222	BOB'S CAR WASH	CAR WASH TOKENS	03/18/2016	142.80
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	39.15
76127	DEAN A PENDLETON	DRIVER SET	03/11/2016	319.90
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	4.90
76175	FARIS MACHINERY COMPANY	REAR MAIN BROOM-UNIT 87	03/18/2016	1,035.00
76063	FASTENAL COMPANY	HARDWARE	03/04/2016	98.35
76205	FASTENAL COMPANY	DRILL DRIVER	03/18/2016	309.99
76112	HENSLEY BATTERY LLC	BATTERY	03/11/2016	347.20
76032	JERRY'S AUTO UPHOLSTERY, CIN	RECOVER BUCKET SEAT	03/04/2016	250.00
76109	KIMBALL MIDWEST	MARKERS, DRILL BITS, SOVENT, ETC	03/11/2016	510.41
76169	LAWSON PRODUCTS, INC.	MISC. SHOP SUPPLIES	03/18/2016	633.36
76036	LL JOHNSON DISTRIBUTING CO.	TORO SANDPRO 5040	03/04/2016	20,195.43
76178	MAC EQUIPMENT INC.	2-CYCLE FUEL	03/18/2016	43.90
76159	MICHAEL TODD AND COMPANY, INC.	GRADER BLADE	03/18/2016	426.88
76160	MOREY'S GLASS AND METALS INC	ROCK CHIP REPAIR	03/18/2016	45.00
76040	O.J. WATSON EQUIPMENT	BOSS V-BOX SANDER FOR UNIT 45	03/04/2016	6,102.00
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	7.20
76176	OFFICE DEPOT	LABEL TAPE	03/18/2016	32.94
76113	OREILLY AUTO PARTS	CV SHAFT	03/11/2016	118.80
76220	QUICK STITCH EMBROIDERY, LLC	UNIFORM & EMBROIDARY-CHRIS	03/18/2016	186.72
76046	T AND T TIRE OF WINDSOR, INC.	TIRES FOR UNIT 47	03/04/2016	1,072.88
76116	TCI TIRE CENTERS	ALIGNMENT ON UNIT 45	03/11/2016	168.30
76024	WELD COUNTY SCHOOL DIST RE-4	JOINT FUEL FACILITY EXPENDITURES	03/04/2016	981.30
76165	WILLIAMS EQUIPMENT COMPANY	FLEX DEBRIS HOSE	03/18/2016	486.00
76242	WINDSOR HARDWARE, LLC	PAINT	03/25/2016	40.74
76131	WINDSOR VALLEY CAR WASH	CAR WASH TOKENS	03/11/2016	210.00
Total for Department: 491 FLEET MANAGEMENT				43,876.69
Total for Fund: 10 FLEET MANAGEMENT FUND				43,876.69

Fund: 11 INFORMATION TECHNOLOGY FUND

Department: 492 INFORMATION TECHNOLOGY

76218	ACCELA, INC	UTILITY ONLINE BILLS MONTHLY FEES FEB 2016	03/18/2016	2,304.00
76075	BARRACUDA NETWORKS, INC	BARRACUDA WEB FILTER	03/04/2016	1,699.00
76200	CARD SERVICES	IT-SOFTWARE LICENSE	03/18/2016	736.06
76104	CDW GOVERNMENT	AV ADAPTER	03/11/2016	48.12
76045	COMCAST CABLE COMM. LLC	INTERNET-PD	03/04/2016	15.05
76182	COMCAST CABLE COMM. LLC	CABLE-CRC	03/18/2016	251.02
76254	COMCAST CABLE COMM. LLC	INTERNET TH	03/25/2016	214.90
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	39.15
76203	D AND B POWER ASSOCIATES, INC	IT BATTERY MAINT SUPPORT	03/18/2016	3,161.00
76217	DISCOVERY BENEFITS, INC	FSA MONTHLY	03/18/2016	4.90
76098	DLT SOLUTIONS	AUTODESK SOFTWARE MAINT	03/11/2016	4,332.93
76117	NEWEGG BUSINESS, INC	POWER STIRPS CRC	03/11/2016	121.31
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	26.57
76176	OFFICE DEPOT	OFFICE SUPPLIES	03/18/2016	1.78
76198	PSI DIGITAL IMAGING SOLUTIONS	PLOTTER PAPER	03/18/2016	188.83

Check No.	Vendor/Employee	Transaction Description	Date	Amount
76213	QUILL CORPORATION	TONER	03/18/2016	1,695.19
76173	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE INC	INSTALL ELECTRICAL OUTLET FOR PROJECTOR-SHOPS	03/18/2016	256.34
76074	SOFTWARE SECURITY SOLUTIONS LLC	ESET ENDPOINT PROTECTION	03/04/2016	3,500.00
76157	VERIZON WIRELESS SERVICES LLC	CELLULAR PHONE SVC	03/18/2016	212.64
76093	XEROX CORPORATION	XEROX COPIER MONTHLY LEASE PYMT	03/11/2016	2,309.82
Total for Department: 492 INFORMATION TECHNO				21,118.61
Total for Fund 11 INFORMATION TECHNOLOGY				21,118.61
Fund: 15 HEALTH INSURANCE FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
76118	1ST BANK OF NORTHERN COLORADO	BI-WEEKLY EMPLOYEE PAYROLL DEDUCTIONS	03/11/2016	9,996.71
76272	1ST BANK OF NORTHERN COLORADO	BI-WEEKLY EMPLOYEE PAYROLL DEDUCTIONS	03/25/2016	9,996.71
Total for Department: 000 NO PROJECT CODE				19,993.42
Total for Fund:15 HEALTH INSURANCE FUND				19,993.42
Fund: 17 FACILITY SERVICES				
Department: 496 CUSTODIAL SERVICE				
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	9.45
76267	FISH WINDOW CLEANING	WINDSOW CLEANING @ PD	03/25/2016	415.00
76050	HILLYARD INC	TOWELS, TISSUE, HAND SOAP, DETERGENT	03/04/2016	1,034.54
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	6.19
76176	OFFICE DEPOT	OFFICE SUPPLIES	03/18/2016	3.56
76028	SUPPLYWORKS	MOP	03/04/2016	125.08
76210	TENNANT SALES AND SERVICE COMPANY	DETERGENT & BLADES	03/18/2016	283.10
76129	VERITIV OPERATING COMPANY	CAN LINERS	03/11/2016	294.65
76242	WINDSOR HARDWARE, LLC	FLAT BAR	03/25/2016	92.38
Total for Department: 496 CUSTODIAL SERVICE				2,263.95
Department: 497 FACILITY MAINTENANCE				
76066	AIR COMFORT, INC	NEW FURNACE @ DEPOT	03/04/2016	2,479.00
76124	AIR COMFORT, INC	REPLACE MOTOR @ PD	03/11/2016	2,200.00
76208	AIR COMFORT, INC	SOFTWARE UPDATE-HVAC @ PD	03/18/2016	499.00
76049	BAREFOOT FARMS INC.	SNOW REMOVAL @ TOWN HALL, CRC, PD	03/04/2016	2,833.75
76103	CARRIER CORPORATION	HAVC REPAIRS @ CRC	03/11/2016	2,225.00
76235	CENTURYLINK	UTILITIES	03/25/2016	50.23
76015	COREN PRINTING, INC.	OFFICE SUPPLIES	03/04/2016	24.66
76195	DEAN CONTRACTING, INC.	GATE REPAIR	03/18/2016	2,446.00
76244	ENVIROPEST	PEST CONTROL @ PW SHOP	03/25/2016	232.00
76017	GENERAL AIR SERVICE AND SUPPLY CO	CYLINDER RENTAL	03/04/2016	-92.98
76234	GRAINGER, INC.	FLOOD LIGHT	03/25/2016	245.36
76061	GREELEY LOCK AND KEY	REPAIR DEADBOLT & PANIC BAR	03/04/2016	1,397.12

Check No.	Vendor/Employee	Transaction Description	Date	Amount
76204	GREELEY LOCK AND KEY	DOOR REPAIR @ CRC	03/18/2016	566.08
76085	JOHN BRUNNER AND COMPANY	REPAIR HOT WATER SYSTEM @ CRC	03/11/2016	1,169.61
76088	MOREY'S GLASS AND METALS INC	LABOR TO R&R UNITS ON ROOF	03/11/2016	100.00
76037	OFFICE DEPOT	OFFICE SUPPLIES	03/04/2016	5.10
76176	OFFICE DEPOT	OFFICE SUPPLIES	03/18/2016	7.87
76199	OLD NATIONAL BANK	ENERGY EFFICIENCY LEASE PURCHASE MAR 2016 PYMT	03/18/2016	3,455.41
76079	PHILLIPS SEAMLESS GUTTERS & HOME IMPROVEMENT, INC	INSTALL GUTTERS PD	03/04/2016	1,464.00
76115	RED DOG SIGNS AND WRAPS	RECYCLE CENTER SIGNS	03/11/2016	42.00
76121	ROCKY MOUNTAIN POWER GENERATIO	SEMI ANNUAL SERVICE @ PD	03/11/2016	390.00
76173	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE INC	ADD OUTLETS TO DISPLAY CASES @ CRC	03/18/2016	1,236.54
76073	SECURITY AND SOUND DESIGN	MONITORING CHARGES	03/04/2016	330.00
76287	SNOWBRIDGE, INC	FLUID COOLER PIPING REPAIR @ TOWN HALL	03/25/2016	28,040.81
76278	TENNANT SALES AND SERVICE COMPANY	ON-SITE REPAIR (AUTO SCRUBBER)	03/25/2016	883.21
76242	WINDSOR HARDWARE, LLC	BATTERIES, FLASHLIGHT	03/25/2016	224.43

Total for Department: 497 FACILITY MAINTENAN 52,454.20

Total for Fund: 17 FACILITY SERVICES 54,718.15

Fund: 19 DOWNTOWN DEVELOPMENT AUTHORI

Department: 486 DOWNTOWN DEVELOPMENT AU

76137	AYRES ASSOCIATES, INC.	PROFESSIONAL SERVICES THROUGH 1/23/16- DDA	03/11/2016	10,796.18
76200	CARD SERVICES	DDA-SPECIAL DIST ASSOC DUES	03/18/2016	478.34
76225	HUMPHRIES POLI ARCHITECTS, P.C.	LIBRARY FEASIBILITY STUDY	03/18/2016	10,212.60
76135	LILEY LAW OFFICES, LLC	DDA LEGAL SERVICES	03/11/2016	2,186.00
76250	THOMAS R ECKRICH	APPRECIATION PLAQUE FOR MEMBER/DDA	03/25/2016	40.00

Total for Department: 486 DOWNTOWN DEVELOP 23,713.12

Total for Fund: 19 DOWNTOWN DEVELOPMENT A 23,713.12

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 21 COMMUNITY CENTER EXPANSION				
Department: 000 NO PROJECT CODE ASSIGNED				
76084	HIGHLAND MEADOWS LOTS, LLC	REFUND ON CANCELLED REMODEL	03/04/2016	38.35
76083	THOMAS ALAN JOHNSON	MOTOR VEHICLE PURCHASE SALES TAX REFUND	03/04/2016	135.09
Total for Department: 000 NO PROJECT CODE				173.44
Department: 493				
76123	BARKER RINKER SEACAT ARCHITECT	CRC EXPANSION	03/11/2016	38,518.89
76200	CARD SERVICES	IT-FIBER OPTIC CABLE FOR CRC EXP	03/18/2016	86.18
76105	CTL/THOMPSON, INC.	CRC EXPANSION TESTING CONTRACT	03/11/2016	1,820.00
76201	LEWAN AND ASSOCIATES, INC	CRC EXPANS NETWORKING EQUIP	03/18/2016	21,610.00
76180	MANWEHLER APPLIANCE	DISHWASHER/FRIDGE	03/18/2016	1,518.00
76132	PINKARD CONSTRUCTION COMPANY	CRC EXPANSION	03/11/2016	1,069,986.47
Total for Department: 493				1,133,539.54
Total for Fund:21 COMMUNITY CENTER EXPANS				1,133,712.98
Total A/P				3,124,487.97
Payroll 2 Pay Periods				<u>393,740.06</u>
Grand Total				3,518,228.03



## MEMORANDUM

**Date:** April 11, 2016  
**To:** Mayor and Town Board  
**Via:** Regular meeting materials, April 11, 2016  
**From:** Ian D. McCargar, Town Attorney  
**Re:** Resolution approving judge-sharing IGA with Fort Collins  
**Item #:** B.3.

### **Background / Discussion:**

On rare occasion, the City of Fort Collins experiences judicial unavailability due to conflicts of interest, unexpected absences and scheduled vacations. Although the City has appointed deputy/associate judges, there is a risk that judicial and administrative tribunals will be unable to perform their obligations as required by law. For this reason, the City Attorney's Office has asked if the Town will make Judge Manning available to cover judicial duties in this event. Judge Manning has expressed his consent to this arrangement. I have asked that there be some mutuality to the arrangement, and the City has offered the services of its long-time judge, Judge Kathleen M. Lane, to serve in Windsor should the need arise. Both Judge Manning and Judge Lane have consented to this arrangement. Given Judge Manning's stated intention to retire from his position in Windsor at the end of this calendar year, the arrangement runs until January 1, 2017.

In order to comply with the requirements of each municipality's Charter, a formal appointment is necessary. This appointment and approval is accomplished by the attached Intergovernmental Agreement. The City Council has already approved the appointment of Judge Manning and the sharing of Judge Lane's services. The Resolution before you this evening accomplishes the same legal purpose, and brings mutuality to the arrangement.

There is no cost or liability to the Town as a result of this arrangement. Each judge will be compensated by their home jurisdiction, with only reasonable expenses being paid by the requesting municipality. There is no employment relationship intended or created by the IGA.

### **Financial Impact:**

	<b>Budget</b>	<b>Proposed</b>	<b>Note</b>
<b>Revenue</b>	\$0	\$0	
<b>Expense</b>	\$0	\$0	
<b>Net</b>		\$0	

**Relationship to Strategic Plan:** Build community spirit and pride; safety and security

**Recommendation:**

Approve and adopt Resolution No. 2016-21; simple majority required

**Attachments:**

Resolution No. 2016-21 – A Resolution Approving an Intergovernmental Agreement Between the Town of Windsor and City of Fort Collins for the Exchange of Municipal Judge Services in the Event of Unavailability of Judicial Officers

Intergovernmental Agreement Between the Town of Windsor and City of Fort Collins for the Exchange of Municipal Judge Services in the Event of Unavailability of Judicial Officers

TOWN OF WINDSOR

RESOLUTION NO. 2016-21

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR AND CITY OF FORT COLLINS FOR THE EXCHANGE OF MUNICIPAL JUDGE SERVICES IN THE EVENT OF UNAVAILABILITY OF JUDICIAL OFFICERS

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

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

WHEREAS, the Town and the City have a long history of cooperation and mutual assistance; and

WHEREAS, on occasion, the judicial officers appointed by each municipality are unable to serve in their official capacities, for reasons such as conflicts of interest, unexpected absences and scheduled vacations; and

WHEREAS, despite the appointment of one or more Associate or Deputy Judges by each municipality, the possibility exists that the functioning of each city’s Municipal Court and administrative tribunals could be impaired without intergovernmental cooperation; and

WHEREAS, the City has recently requested that the Windsor Municipal Judge, Hon. Michael Manning, be allowed to step in and serve the citizens of Fort Collins in the event that the appointed municipal judges in Fort Collins are unable to serve for whatever reason; and

WHEREAS, the City has recently approved the appointment of Judge Manning in accordance with an Intergovernmental Agreement for Judicial and Administrative Services (“IGA”), a copy of which is attached hereto and incorporated herein by this reference as if set forth fully; and

WHEREAS, the City has authorized the like sharing of judicial services by its Municipal Court Judge, Judge Kathleen M. Lane, in order that the Town has the mutual benefit of the IGA; and

WHEREAS, the Town Attorney has reviewed the attached IGA and has recommended its approval; and

WHEREAS, the Town Board wishes to approve the attached IGA and authorize its execution.

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

1. The attached Intergovernmental Agreement for Judicial and Administrative Services is hereby approved.
2. To the extent required and as provided by law, Judge Kathleen M. Lane is hereby appointed to serve as a Municipal Judge for the Town of Windsor, subject to the terms and conditions of the attached Intergovernmental Agreement.
3. The approvals and appointment set forth herein shall expire on January 1, 2017.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 11<sup>th</sup> day of April, 2016.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT  
FOR JUDICIAL AND ADMINISTRATIVE SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of April, 2016, by and between THE CITY OF FORT COLLINS, COLORADO ("Fort Collins"), and the TOWN OF WINDSOR, COLORADO ("Windsor") and each and all also will be collectively referred to as the "Municipality or the Municipalities."

WITNESSETH:

WHEREAS, pursuant to Section 29-1-203, C.R.S., governments may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, the Municipal Courts of Cities and Towns are generally held and presided over by Municipal Judges employed by the Municipalities; and

WHEREAS, on occasion, the Municipal Judges may be prevented from sitting on the bench or presiding over a case by reason of personal conflict of interest, vacation, illness or other reason, and in some cases the Assistant Municipal Judge (also known as the temporary judge) may also be unavailable; and

WHEREAS, in order to provide cost-effective and efficient special judicial services to temporarily replace the services of the Municipal Judge in the event of a conflict of interest or other circumstance, the Municipalities desire to cooperatively exchange the services of their Municipal Judge with each other; and

WHEREAS, Section 1 of Article VII of the Fort Collins City Charter sets forth the requirements for the appointment of the Municipal Judge and temporary judge; and

WHEREAS, Section 9.2 B of the Town of Windsor Home Rule Charter sets forth the requirements for appointment of the Municipal Judge and Deputy Municipal Judge; and

WHEREAS, both the City Council and the Town Board have the authority to designate a reputable and qualified attorney to serve as temporary judge; and

WHEREAS, by Resolution 2016-028 the Fort Collins City Council recognized that Windsor's Municipal Judge, the Honorable Michael E. Manning, is a reputable and qualified attorney; and

WHEREAS, by Resolution 2016-21, the Town Board recognized that the Fort Collins Municipal Judge Kathleen M. Lane, is a reputable and qualified attorney; and

WHEREAS, the City Council authorized the Mayor of Fort Collins to execute an intergovernmental agreement between the City and the Town of Windsor, for the purpose of

appointing Judge Michael E. Manning as the temporary judge, through the end of the calendar year 2016, with such language in an intergovernmental agreement as the Municipalities determine is appropriate to provide for the exchange of judicial services when needed; and

WHEREAS, the Town Board has authorized the Mayor of Windsor to execute an intergovernmental agreement between the City and the Town of Windsor, for the purpose of appointing Judge Kathleen M. Lane as the temporary judge, through the end of the calendar year 2016, with such language in an intergovernmental agreement as the Municipalities determine is appropriate to provide for the exchange of judicial services when needed; and

WHEREAS, the City Council of Fort Collins has determined it would be in the best interests of the City to enter into an Intergovernmental Agreement to authorize the exchange of such judicial services under appropriate circumstances and to establish the terms and conditions upon which such exchange of services should occur; and

WHEREAS, the Town Board of the Town of Windsor has determined it would be in the best interests of Windsor to enter into an Intergovernmental Agreement to authorize the exchange of such judicial services under appropriate circumstances and to establish the terms and conditions upon which such exchange of services should occur;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Exchange of Judicial Services. If the presiding Municipal Judge of Fort Collins or Windsor, in her or his discretion, determines that a conflict of interest exists, or that any backup judges are unavailable to perform the normal duties of her/his position, the lead presiding Municipal Judge (“the Requesting Municipal Judge”) shall determine whether it would be appropriate to exchange judicial services under this Agreement. In making such determination, the Requesting Municipal Judge shall consider the unique circumstances which give rise to the need for a secondary backup Municipal Judge as well as any other factors which the Requesting Municipal Judge may consider to be relevant. If the City Council of the City of Fort Collins or the Municipal Judge for the City of Fort Collins determines that an exchange of judicial services would be appropriate under this Agreement, the Requesting Municipal Judge of the City of Fort Collins shall notify the Municipal Judge for the Town of Windsor, the Honorable Michael E. Manning, (“the Responding Municipal Judge”) and request that he provide such services. Should the Town of Windsor or its Municipal Judge determine that an exchange of judicial services would be appropriate under this Agreement, then the Municipal Judge for the Town of Windsor shall contact the Municipal Judge for the City of Fort Collins, Judge Kathleen M. Lane, and request the provision of secondary judicial services.

Upon receipt of such request, the Responding Municipal Judge shall determine whether such services may be provided without unduly interfering with the Responding Municipality’s

ability to perform the normal duties of its own court. The Responding Municipal Judge shall notify the Requesting Municipal Judge within three (3) working days as to whether the request for judicial services can be accommodated. If so, the Responding Municipal Judge will provide such services.

2. Reimbursement of Costs. The party for whom judicial services are rendered under this Agreement ("the Requesting Municipality") shall provide a replacement judge for judicial services for the Responding Municipality and shall reimburse the other party ("the Responding Municipality") for all out-of-pocket expenses incurred in rendering the requested judicial services. Such expenses shall include, without limitation, cost of reproducing documents, mileage, long distance telephone calls, deposition costs and expert witness fees, and shall exclude any reimbursement for compensation paid by the Responding Municipality to its Municipal Judge, its Temporary or Assistant or Deputy Judge, or to its support staff. Payment of such expenses shall be made within thirty (30) days of the date of receipt of any billing therefor. The Requesting Municipality shall endeavor to limit the costs to the Responding Municipality by providing staff support as needed, copies of documents and the use of equipment such as telephones or computers.

3. Employment Status. Throughout the delivery of the requested secondary judicial services, the Responding Municipal Judge and/or his/her personnel shall discharge the responsibilities of the Requesting Municipality in accordance with the Requesting Municipality's Charter and Code and other laws applicable to Requesting Municipality but shall continue to be employed solely by the Responding Municipality, and the delivery of such judicial services for the Requesting Municipality by the Responding Municipal Judge and/or his/her personnel shall be considered to be within the scope of the performance of the Responding Municipal Judge's duties for and employment by the Responding Municipality.

4. Workers' Compensation Insurance and Other Benefits. If the Responding Municipal Judge or other personnel of the Responding Municipality is injured, disabled or dies while providing services to the Requesting Municipality under this Agreement, said individual shall remain covered by, and eligible for, the workers compensation and other benefits to which said individual would otherwise be entitled if the injury, disability or death had occurred while acting solely as an employee of the Responding Municipality and not providing services to the Requesting Municipality under this Agreement. Nothing herein shall be deemed to create an employment relationship between the Town and its Municipal Judge or Deputy Judge.

5. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. In addition, the Municipalities acknowledge that there are legal constraints imposed upon them by the constitutions, statutes, rules and regulations of the State of Colorado and of the United States, and by their respective charters and codes and that, subject to such constraints, the Municipalities intend to carry out the terms and conditions of this Agreement. Whenever possible, each provision of this Agreement shall be

interpreted in such a manner so as to be effective and valid under applicable law. Venue for any judicial proceeding concerning this Agreement shall only be in the District Court for Larimer County, Colorado.

6. Indemnification and Governmental Immunity. To the extent permitted and as limited by Colorado law, the Requesting Municipality shall indemnify and hold harmless the Responding Municipality, its officers, employees and agents, including without limitation the Responding Municipal Judge, from and against all liabilities, claims and demands which may arise from the negligent acts or omissions of the Responding Municipal Judge or any of his or her subordinates, agents or other persons acting under his or her authority. In addition, the Requesting Municipality shall indemnify the Responding Municipality, its officers, employees and agents, including without limitation the Responding Municipal Judge, for all costs and expenses related to defending such liabilities, claims and demands, including, without limitation, litigation costs and attorneys' fees, whether or not such liabilities, claims or demands are groundless, frivolous, false or fraudulent. However, the parties agree that all such liabilities, claims and demands shall be subject to any notice requirements, defenses, immunities or limitations to liability that the Requesting Municipality may have under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., et seq.) and to any other defenses, immunities or limitations to liability available to the Requesting Municipality under state and federal law.

7. Term. The term of this Agreement shall continue through the end of the calendar year 2016. Any party may withdraw from this Agreement at any time by the giving of written notice of termination to the each of the other parties not less than thirty (30) days prior to the date of withdrawal.

IN WITNESS WHEREOF, the Municipalities have executed this Agreement the day and year first above written.

CITY OF FORT COLLINS, COLORADO  
a municipal corporation

By: \_\_\_\_\_  
Wade Troxell, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Assistant City Attorney

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ian D. McCargar, Town Attorney



## MEMORANDUM

**Date:** April 11, 2016  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Tara Fotsch, CPRP, Recreation Manager  
**Re:** Johnny's Community Run  
**Item #:** C.1.

### **Background/Discussion:**

Johnny's Community Run is a 5K Run/Walk event to be held on April 23, 2016 at 9:00 a.m. at Windsor Lake. The recipients of this fundraiser include John Jacoby's favorite charity, 28 Hours of Hope, establishment of a Windsor High School Scholarship Fund in John's name and for Athletes in Tandem, an organization which will help run the event. They are asking for a Town Sponsorship to run this event annually. Mark Jacoby will be in attendance and available to speak about the request.

John Jacoby worked unselfishly giving his time and energy to the Windsor community to make it a better place for us all. Since Johnny is no longer available to hop on his bicycle and ride all about town seeking donations for his charities the committee is hoping that the community will take this opportunity to support his past efforts and give back.

In return for event sponsorship, the approved Town of Windsor logo is required to be present on all print materials including flyers, newspaper advertisements, press-releases and mentioned in any and all broadcast and web media.

### **Financial Impact:**

The sponsorship package is valued at \$1,750 per day.

### **Recommendation:**

Staff is recommending approval of this partnership.

### **Attachment:**

Town Sponsored Event Package information



## Town-Sponsored Event Package - Parks

Town of Windsor sponsorship is only available to organizations registered as a non-profit. All first-time applicants will be required to present their request before Town Board. Applicants requesting the Town of Windsor to sponsor their event, must hold said event on Town property. Any request above and beyond those enumerated below will need to be presented and approved by Town Board. Please use the Special Event Additional Resources Request form for any additional requests.

1. No Charge for town park rental(s). - min. value of \$200/day
2. Use of designated park garbage cans. (event organizer must supply staff to empty the garbage cans). - value of \$100/day
3. Use of designated park recycle bins. (event organizer must supply staff to empty the recycle bins). - value of \$100/day
4. Use of existing town dumpster located near designated park. – Additional dumpsters may be needed based on park guidelines. Organizer will be responsible to pay for the additional cost associated with the rental. - value of \$150/day
5. Use of show stage at no charge including staff set-up and tear-down. (based on availability). - value of \$400/day
6. Street closure barricades/cones and town staff to set-up barricades/cones, if necessary. - value of \$150/day
7. Use of Town picnic tables at available site. – value of \$75/day
8. Town staff to maintain the park restrooms facilities during event. Additional portable restroom units could be required by the International Portable Sanitation Association. Organizer will be responsible to pay for the additional cost associated with the rental. – value of \$100/day
9. Use of available power pedestals and power cords during event including set-up and tear-down by qualified staff. (up to 7 power pedestals, based on availability) - value of \$350/day
10. Use of Electrical Marquee sign on east and west entrance into Windsor on 392. (one week prior to the event, based on availability). - value of \$125/day
11. Event link on the Town of Windsor Community/Special Event Calendar. –value in-kind
12. Post on the Town of Windsor Facebook and Twitter page (one week prior to event, based on availability). – value in-kind

Total Value- \$1750/day

In return for event sponsorship, the approved Town of Windsor logo is required to be present on all print material including, flyers, newspaper ads, press releases and mentioned in any and all broadcast and web media.

*\*All marketing materials for event featuring the Town of Windsor logo must be approved by the Town.*



## MEMORANDUM

**Date:** April 11, 2016  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Patti Garcia, Town Clerk/Assistant to Town Manager  
**Re:** Long Form Grant Request – Windsor High School Band  
**Item #:** C.2.

### **Background / Discussion:**

The Windsor High School Band has submitted the attached long form grant application requesting \$20,000 to help supplement their funds in order to represent Windsor in the 75<sup>th</sup> Pearl Harbor ceremony and parade on December 7, 2016.

The Windsor High School Band raises funds throughout the year to help supplement their activities along with the support of the music boosters volunteers. Additional funds are needed to help the 100 students cover the estimated cost of \$2,100 per person to attend the event. Funds would be used to cover the ground package of their trip which includes part of their room expense and transportation to and from the parade.

The Town Board has a 2016 budget of \$76,347 for outside agency funding with \$25,000 of that carried over from 2015 to provide gap funding for the Windsor Historical Society sculpture (November 23, 2015 Town Board meeting).

### **Relationship to Strategic Plan:**

Goal 1.G. Support Windsor's youth

### **Recommendation:**

For Town Board consideration.

### **Attachments:**

- b. Town of Windsor Long Form grant requirements
- c. Windsor High School Band application and related documents



*Standard (Long) Form Grant Application*

**ORGANIZATION NAME:** Windsor High School Marching Band

**MAILING ADDRESS:** 1100 W. Main St. Windsor Colorado 80550

**PHYSICAL ADDRESS:** 1100 W. Main St. Windsor Colorado 80550

**ORGANIZATION DIRECTOR/PRESIDENT:** Robert Darragh

**GRANT CONTACT:** Robert Darragh

**DAYTIME PHONE:** 850-240-4324 **CELL PHONE:** 850-240-4324

**FAX:** \_\_\_\_\_ **EMAIL:** robert.darragh@weldre4.org

**WEBSITE ADDRESS:** windsormusic.org

**FEDERAL IDENTIFICATION NUMBER:** \_\_\_\_\_

**IS THE ORGANIZATION TAX EXEMPT UNDER THE PROVISIONS OF SECTION 501(c)(3) OF THE INTERNAL REVENUE CODE?** Yes

**PURPOSE OF GRANT:**

- Agency Support as a whole
- Marketing Support
- Special Program or Projects
- Capital Expenditure
- Seed, start-up or development costs
- Technical assistance

**TYPE OF AGENCY:**

- Arts & Culture
- Health & Human Services
- Education
- Environment
- Sports/Recreation
- Other: Public School

**AMOUNT OF REQUEST:** \$ 20,000 **FISCAL YEAR END:** Oct 2016

**BRIEF DESCRIPTION OF REQUEST:**

2015 Actual Revenues: \$ 8200  
2016 Budgeted Revenues: \$ 8200

2015 Actual Expenses: \$ 8200  
2016 Budgeted Expenses: \$ 8200

Robert Darragh Digitally signed by Robert Darragh  
Date: 2016.04.05 12:18:56 -06'00'  
**Signature, Director/President**

04-05-2016  
**Date**



*Standard (Long) Form Grant Application  
Checklist*

Included	Not applicable	
<b>X</b>		Organizational Summary
<b>X</b>		Organizational Information
<b>X</b>		Purpose of Grant
<b>X</b>		Evaluation
<b>X</b>		Attachment A – 2016 Annual Budget
	<b>X</b>	Attachment B – Most Recent Year-to-Date Financial Statements
	<b>X</b>	Attachment C – Current Year Balance Sheet
	<b>X</b>	Attachment D – 501(c)(3) Documentation or Articles of Incorporation
<b>X</b>		Attachment E – Organizational Chart
<b>X</b>		Attachment F – Board of Directors
		All required information is included in grant application packet

### Organizational Summary –

The Windsor High School band consists of around 120 members and performs up to 8 concerts a year, 6-8 football games, 14-16 basketball games, 3-4 parades, and school assemblies. The band also performs at local schools and other functions. The band's main mission is to support the local schools, educate students in music, and to support the community.

### Organizational Information –

The band's primary mission is student education in music, and student and athletic support. The band has 1 main director, and is about 120 members strong. The band has 3 different performing concert ensembles, 1 jazz band, 1 pep band, a chamber class, African drumming class, and the Pride of Windsor Marching Band. The concert ensembles are funded by a combination of district funds and student fees. The marching band receives no district funding and is supported only by student fees and fundraising by the music boosters.

We have approximately 20 or more volunteers working as part of the music boosters to do fundraisers like the Tyler Mayle Walk to Pearl Harbor Fun Run, WHS sunglass sales, King Soopers and Safeway card sales. During peak season, and times of need such as this, these volunteers serve approximately 10-20 hours a week of their own time to assist the band. We also have a representative writing letters to encourage donations. Donation letters are currently going out to all the Armed Forces branches, Senators and Congressmen/women, veterans groups such as AMVETs and Veterans of Foreign Wars, Boeing, McDonnell Douglas, and Lockheed Martin.

### Purpose of the Grant –

The purpose of the grant is to assist the marching band in representing Windsor High School, the Town of Windsor, and the State of Colorado in the 75<sup>th</sup> anniversary Pearl Harbor ceremony and parade. The marching band is the only Colorado band that will be present at the ceremony. Colorado is a battleship state, and only a handful of bands from across the country were accepted for this event.

The need for the funds is to offset 100 students' costs of approximately \$2,100 per person for representing Windsor in this event; this amount is without fundraising and still does not include some meals and incidentals. Without some assistance, some students may not be able to attend and the band will not be represented as well as possible without all members present. Funds awarded to the band will be distributed evenly among all students in the band. The funds would go toward the ground package of the trip that covers part of our rooms and transportation to and from the parade. While we are in Pearl Harbor, the band will play at the 75<sup>th</sup> Anniversary Memorial Parade; the 75<sup>th</sup> Anniversary ceremony at Pearl Harbor with the US Marine Band; a performance in front of the USS Missouri, and a wreath laying ceremony at the USS Arizona Memorial.

The time-table for this event started in December 2015 and the event will take place on December 7<sup>th</sup> 2016. During this time period the band will be participating in multiple fundraising opportunities to raise money. We are currently asking veterans groups, military services, senators, and congress members to contribute to our cause. Otero and OI are other corporations that typically donated at least \$1000 to the marching band every year for our regular seasons. We are asking these other organizations for

donations ranging from \$500 - \$20k. The long term fundraising plans will rely on students using scrip programs, 5k run sponsoring and grocery cards to raise money.

The Town of Windsor will be directly impacted by the band's performance in Pearl Harbor. We will be on nationwide news, and in papers. This event is televised throughout the world; we will essentially be famous! In addition, the band will lay a commemorative wreath from WHS and Windsor at the USS Arizona.

The only other source of funding we will have is by donations and the students themselves.

Expected results will be Windsor being highlighted on worldwide news being at Pearl Harbor. We will make the town and high school look good! This could impact our community by drawing people to Windsor, and/or businesses.

Attachments –

2016 band discretionary budget

Organizational Chart –

Director – Robert Darragh; Principal – Michelle Scallon; Windsor Superintendent – Dan Seegmiller;

# DISCRETIONARY BUDGET - BAND

2016-17 SCHOOL YEAR

Account	Description	16-17 Budget	15-16 Budget	Actual YTD 3/24/2016	15-16 Variance YTD
<b>10.301.11.1250.0320.000.0000</b>	<b>PROFESSIONAL EDUCATIONAL SERVICES</b>	<b>\$0.00</b>	<b>\$500.00</b>	<b>\$0.00</b>	<b>\$500.00</b>
	Woodwind Clinician		500.00		
	Brass Clinician		500.00		
	Percussion Clinician		700.00		
	Band Clinic		800.00		
			(2,000.00)		
<b>10.301.11.1250.0430.000.0000</b>	<b>REPAIRS AND MAINTENANCE</b>	<b>\$0.00</b>	<b>\$1,500.00</b>	<b>\$0.00</b>	<b>\$1,500.00</b>
	The Repair Shop/Boomers		-		
	Percussion		1,000.00		
	Locker Repairs		500.00		
<b>10.301.11.1250.0580.000.0000</b>	<b>TRAVEL AND REGISTRATION</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	class meets not covered by fees per diems	-	-		
<b>10.301.11.1250.0610.000.0000</b>	<b>SUPPLIES</b>	<b>\$0.00</b>	<b>\$3,100.00</b>	<b>\$2,016.23</b>	<b>\$1,083.77</b>
	Equipment maintenance		300.00		
	Sheet music		2,000.00	2,016.23	
	Awards		300.00		
	African Drumming Music and Materials		-		
	misc supplies		500.00		
<b>10.301.11.1250.0650.000.0000</b>	<b>ELECTRONIC MEDIA MATERIALS</b>	<b>\$0.00</b>	<b>\$500.00</b>	<b>\$695.50</b>	<b>(\$195.50)</b>
	Toner, CDs, DVDs		500.00	695.50	
<b>10.301.11.1250.0660.000.0000</b>	<b>SMALL EQUIPMENT</b>	<b>\$0.00</b>	<b>\$1,200.00</b>	<b>\$1,201.00</b>	<b>(\$1.00)</b>
	Ipad for scores				
<b>10.301.11.1250.0810.000.0000</b>	<b>DUES AND FEES</b>	<b>\$0.00</b>	<b>\$1,400.00</b>	<b>\$0.00</b>	<b>\$1,400.00</b>
	Midwest Clinic		100.00		
	CMEA		300.00		
	Clinic Dues and Reg Fees		1,000.00		

10.301.11.1250.0851.000.0000	TRANSPORTATION FIELD TRIPS		\$0.00	\$0.00	\$0.00	\$0.00
	if you don't charge a class fee and won't charge students					
	i.e. - local trips where there's no admission fee and bus would be less than \$5					
	<b>TOTAL DEPARTMENT BUDGET</b>		<b>\$0.00</b>	<b>\$8,200.00</b>	<b>\$3,912.73</b>	<b>\$4,287.27</b>
10.301.22.2213.0580.000.0000	TRAVEL AND REGISTRATION	PROF DEV.	\$0.00	\$0.00	\$0.00	\$0.00
*****	IN ADDITION TO REGISTRATIONS, ALL TRAVEL AND MEALS MUST BE BUDGETED AS WELL					
			-	-	-	-
	<b>TOTAL PROFESSIONAL DEVELOPMENT</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>TOTAL REQUESTED BUDGET</b>		<b>\$0.00</b>	<b>\$8,200.00</b>		



## MEMORANDUM

**Date:** April 11, 2016  
**To:** Mayor and Town Board  
**From:** Kelly Arnold, Town Manager  
**Re:** Resolution Supporting I-25 Improvements  
**Item #:** 3

### **Background / Discussion:**

At the March 28, 2016 Town Board meeting, representatives of Colorado Department of Transportation (CDOT) presented to Town Board a proposal to seek grant funding for a I-25 improvement project. Two different federal grants, TIGER VIII and FastLane, will be applied for in mid-April. Conditions of both grants are required matching local funds. While CDOT and North Front Range MPO intend to fund a substantial portion of the local match, there is still a gap of \$10 Million.

CDOT has requested that the Town consider committing up to \$1 Million towards the local match. If successful, the local match could be used over a two or three year period during the construction of the project which could start in 2017. The Town Board directed staff to draft a resolution of support for consideration.

### **Financial Impact:**

This request is an unanticipated budget commitment. The Town develops a 5-year Capital Improvement Plan (CIP) which is updated annually. The attached CIP has not been updated since November, 2015. Within the CIP there is probably funding availability for the \$1 Million commitment. There are a few significant uncertainties that will be more fully developed in the next few months as we begin to update the CIP. The short-term uncertainties are:

- Final cost of the new Public Works Service Facility – for the past three years, saving for this project has been a priority. While it is being funded in several different funds, the projected cost of \$10 Million is going to more than likely be too low. Current project estimate is between \$12 Million to \$13 Million. To help provide additional needed funding, the Town has applied for a \$1.5 Million Energy Impact Grant. If this grant is awarded the additional costs needed to construct the project will be reduced.
- Reduction of Severance Tax revenue will start this year and there will be a reduction over the next couple of years compared to the past three years. This revenue source has been used to help provide additional funding to street maintenance over the past three years.
- School District swimming pool improvements and any other related bond improvements that may impact the Town.
- Participation in a downtown redevelopment project that could include a new library or a mill redevelopment.

While those are the known uncertainties, there might be additional ones that will have to be considered as we begin to develop our CIP.

To help off-set a \$1 Million commitment, the CIP will need to be carefully evaluated and it may have an impact on delaying some of the current CIP projects and/or reducing some of the current funding, such as street maintenance, over the course of a couple of years. In addition, having the commitment spread over a three year period would benefit the balancing of the CIP.

**Relationship to Strategic Plan:**

An I-25 improvement project would seem to be beneficial to all Windsor residents and businesses. It fits **Goal 4:** Develop and Maintain Effective Infrastructure found in the Windsor Strategic Plan.

**Recommendation:**

Staff recommends that the Town Board approves the Resolution No. 2016-22 support and provide copies to all interested parties to be used as part of the grant applications packets.

**Attachments:**

- Resolution No. 2016-22
- CDOT March 28<sup>th</sup> power point presentation
- 5 year CIP (2016-2020)

TOWN OF WINDSOR

RESOLUTION NO. 2016-22

A RESOLUTION IN SUPPORT OF THE EFFORTS OF THE COLORADO DEPARTMENT OF TRANSPORTATION AND NORTH FRONT RANGE METROPOLITAN PLANNING ORGANIZATION TO SECURE FUNDING FOR NECESSARY IMPROVEMENTS TO INTERSTATE HIGHWAY 25 BETWEEN STATE HIGHWAY 402 AND STATE HIGHWAY 14

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

WHEREAS, Interstate Highway 25 (“I-25”) is a vital transportation corridor serving Northern Colorado; and

WHEREAS, the demands of commerce, the energy sector and population growth have resulted in congestion on I-25, delaying the movement of freight and passenger traffic; and

WHEREAS, certain key river and rail crossings on I-25 are in need of improvement in order to accommodate increased traffic and assure public safety; and

WHEREAS, creative funding is necessary to assure improvements to I-25, particularly in the area between Colorado State Highway 402 and Colorado State Highway 14; and

WHEREAS, Colorado Department of Transportation Region 4 (“CDOT”) and the North Front Range Metropolitan Planning Organization (“MPO”) have each developed funding strategies to leverage highway improvement funding through a combination of Fostering Advancements in Shipping and Transportation for the Long-term Achievement of National Efficiencies (“FASTLANE”) grant, Transportation Investment Generating Economic Recovery (“TIGERVIII”) grant, private investment, financing through the pledge of user fees, state funding, and local matching contributions; and

WHEREAS, in the event one or the other of these funding strategies receives required approvals, both CDOT and the MPO will require local funding contributions from Northern Colorado communities whose citizens will most benefit from the improvements; and

WHEREAS, CDOT and the MPO have received indications of support from many local communities, and have asked Windsor to give similar assurances; and

WHEREAS, the Town has previously expressed support for financing I-25 improvements, and remains willing to join with state, local and private interests for financing improvements to I-25; and

WHEREAS, by this Resolution, the Town wishes to reaffirm its support for funding strategies aimed at bringing about improvements to I-25.

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

1. The Town of Windsor strongly supports improvements to I-25 in CDOT's Northern Region through one or any combination of the following initiatives.
2. The Town of Windsor hereby expresses its willingness to allocate funding in the nature of local matching funds in the total amount of One-Million Dollars (\$1,000,000.00) spread over fiscal years 2017-2019, should CDOT and/or the MPO be successful in securing TIGER VIII, FASTLANE and other financing tools for improvements to I-25 between State Highway 402 and State Highway 14 in Larimer County, Colorado.
3. The Town's allocation of funding under this Resolution shall be undertaken in conjunction with the annual budget process, starting in 2017 and concluding in 2019. The Town's commitment of funding under this Resolution shall not in any case exceed a total of One-Million Dollars (\$1,000,000.00) without further affirmative action by the Windsor Town Board.
4. Nothing herein shall be deemed an appropriation of Town revenue, nor a multiple fiscal-year obligation under Article X, Section 20 of the Colorado Constitution. All financial commitments of the Town as described herein shall be subject to appropriation in each future fiscal year.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 11<sup>th</sup> day of April, 2016.

TOWN OF WINDSOR, COLORADO

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

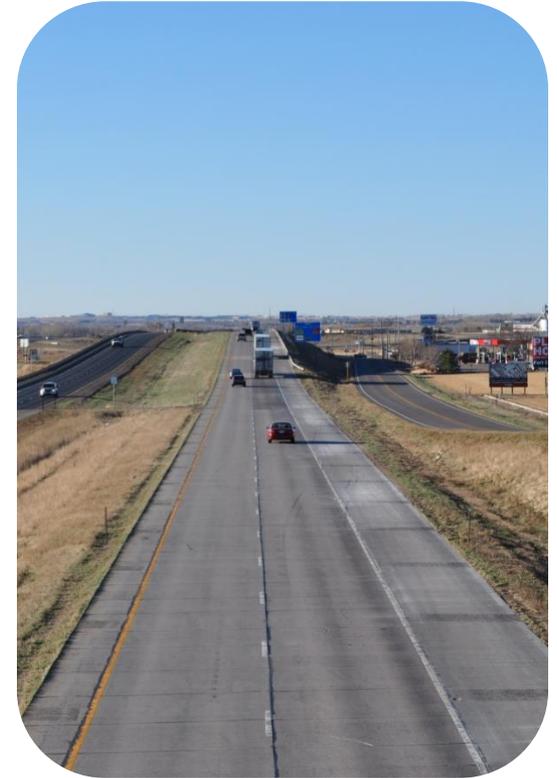
ATTEST:

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



**COLORADO**

Department of  
Transportation



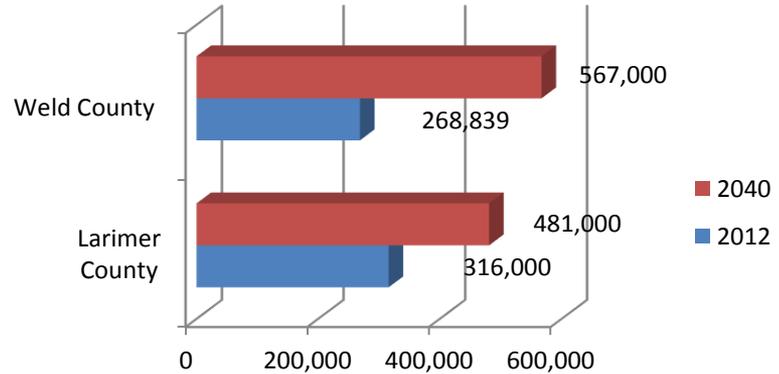
**Transportation in Northern Colorado**



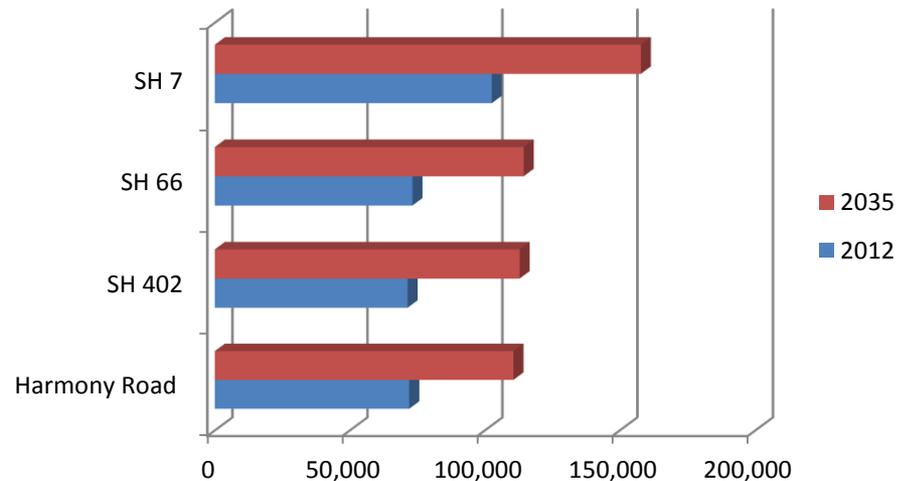
# The Future of Northern Colorado

## Increased population = Increased traffic

Weld and Larimer County population is expected to increase



Traffic volumes are expected to increase





# I-25



**The #1 priority for  
Northern Colorado.**

*..and Denver is listening.*



# I-25 Coalitions

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- Unified voice for the corridor
- Forum to continue discussions
- Potential to serve as a strong advocate for funding the desired corridor improvements
- CDOT is working with these coalitions and individual communities to ensure that concerns are addressed comprehensively

## Business Coalition

*David May*  
*davidmay@fcchamber.org*  
*970-482-3746*

## Elected Officials' Coalition

*Barbara Kirkmeyer*  
*bkirkmeyer@weldgov.com*  
*970-336-7204*



# Accomplishments and Progress

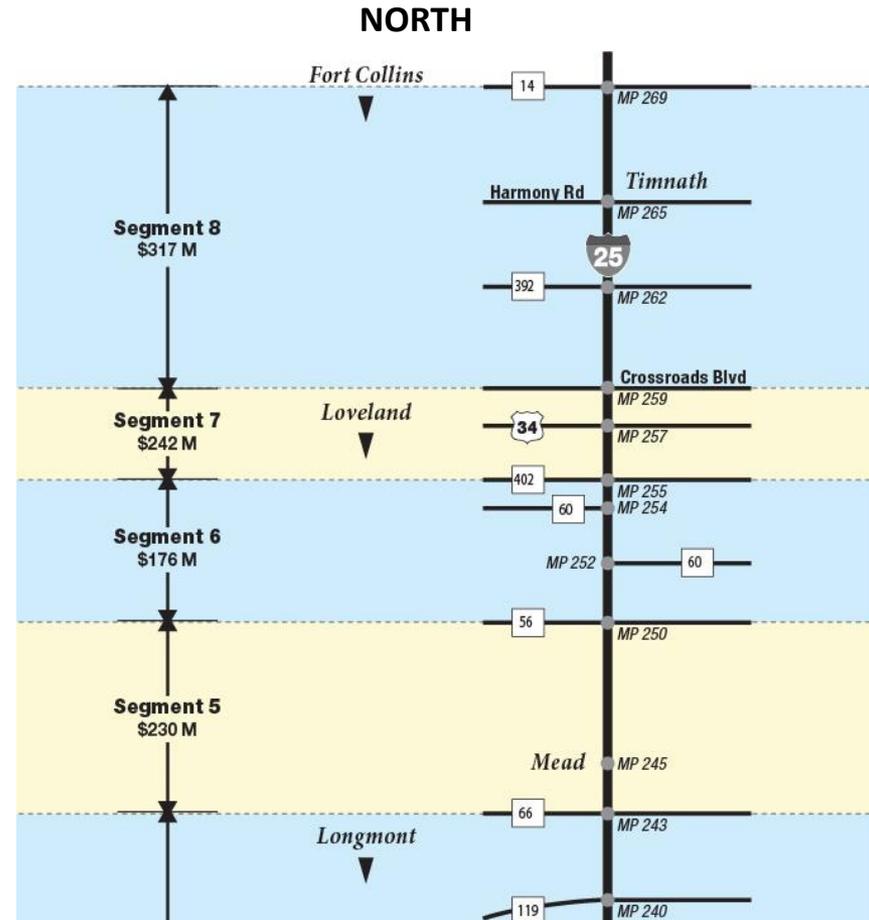
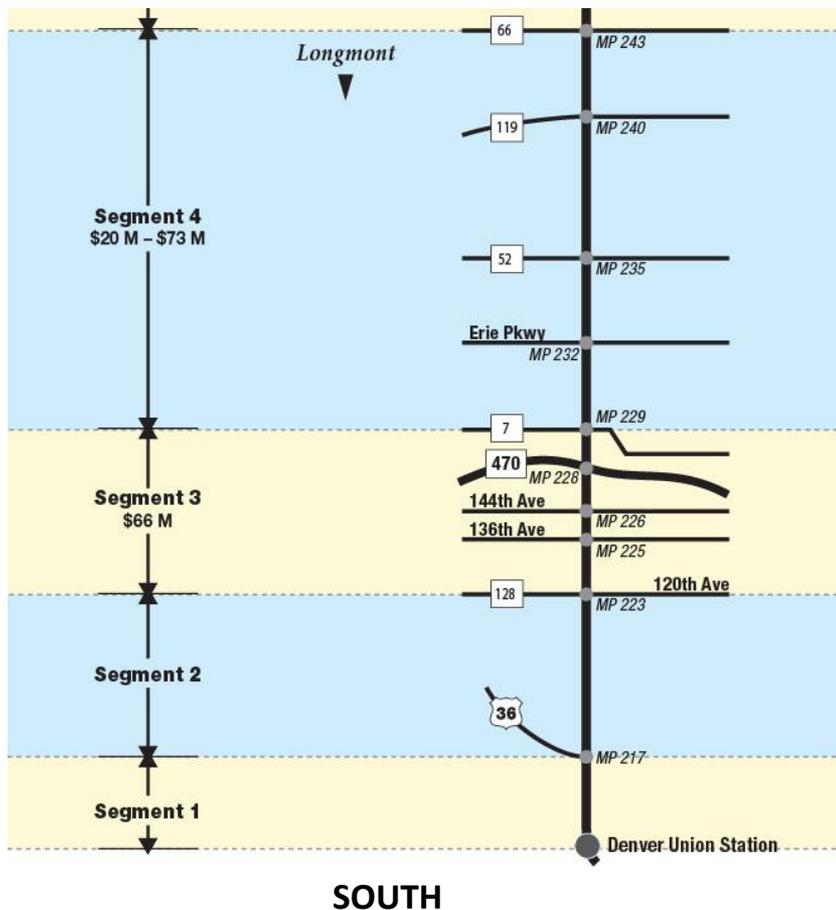
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- SH 7 to SH 66 Environmental Assessment - 1994
- North Front Range Transportation Alternatives Feasibility Study (2001) - HOV lane Denver to Ft. Collins
- Construction Projects - Total \$300M
- Environmental Impact Statement (EIS) - 2011- toll express lane, bus service, commuter rail
- Maintenance - \$10 million/ year for last 10 years



# Construction Costs

Costs for Phase 1, to reconstruct two lanes and add one managed lane, from 120<sup>th</sup> north to SH 14 range from \$1,076M to \$1,126M FY2009 dollars





# Overall plan for I-25

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## EIS Preferred Alternative

- Phased Implementation
- Ultimate Configuration includes:
  - Three general purpose travel lanes from US 36 to SH 7
  - One tolled express lane
  - Express Bus Service

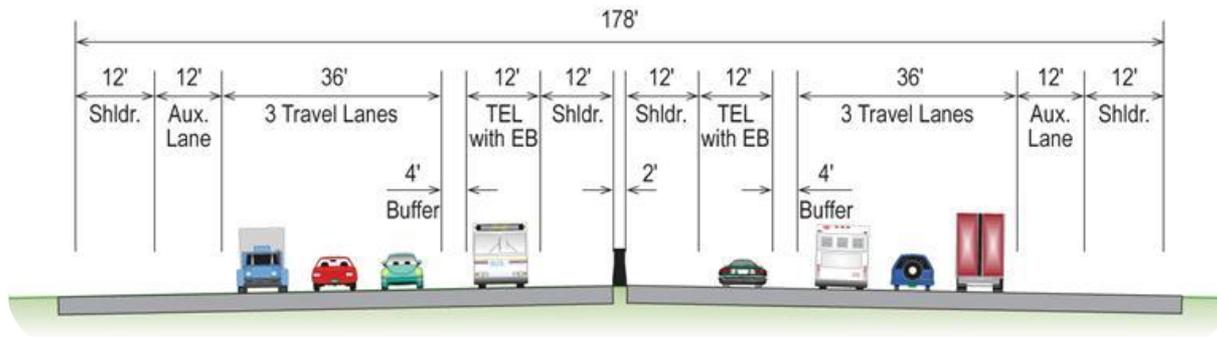
## What is a tolled express lane?

- An express lane has operational strategies to provide travel reliability, flexibility in responding to changing conditions
- Strategies include tolling and HOV requirements
- TC adopted Managed Lanes Policy Directive requires consideration of managed lanes to address congestion
- Current fiscal condition limits funding availability from state

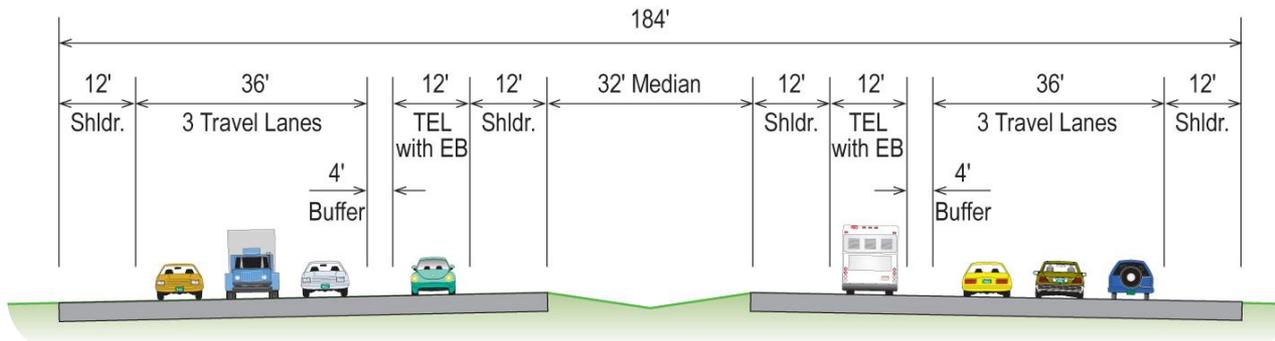


# 2075 EIS Ultimate Preferred Alternative

## 120<sup>th</sup> Avenue to SH 7



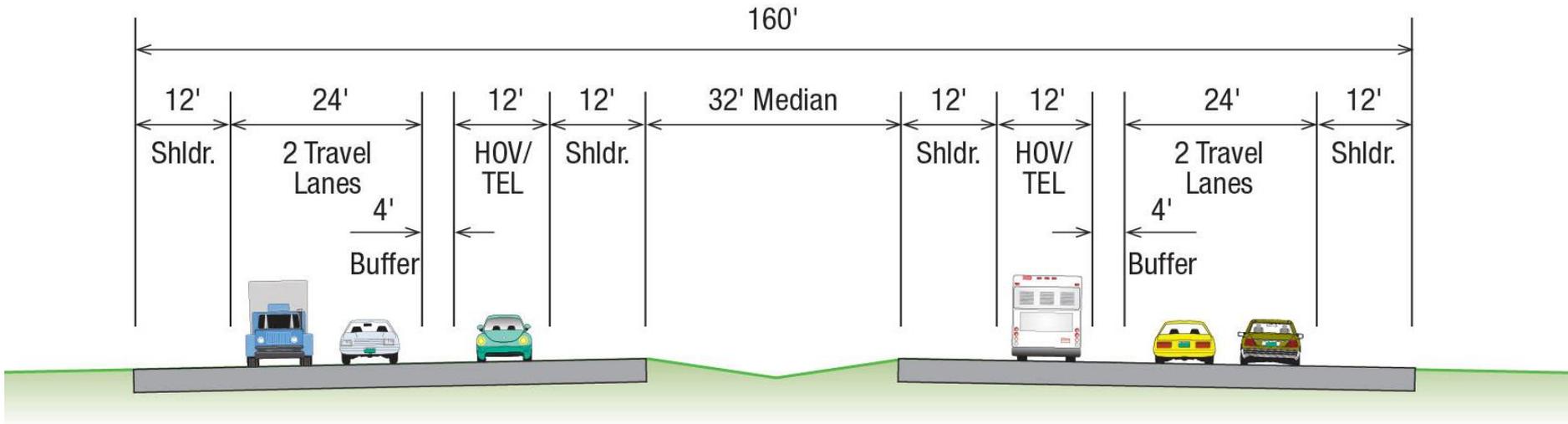
## SH 7 to SH 14





# 2035 Solution

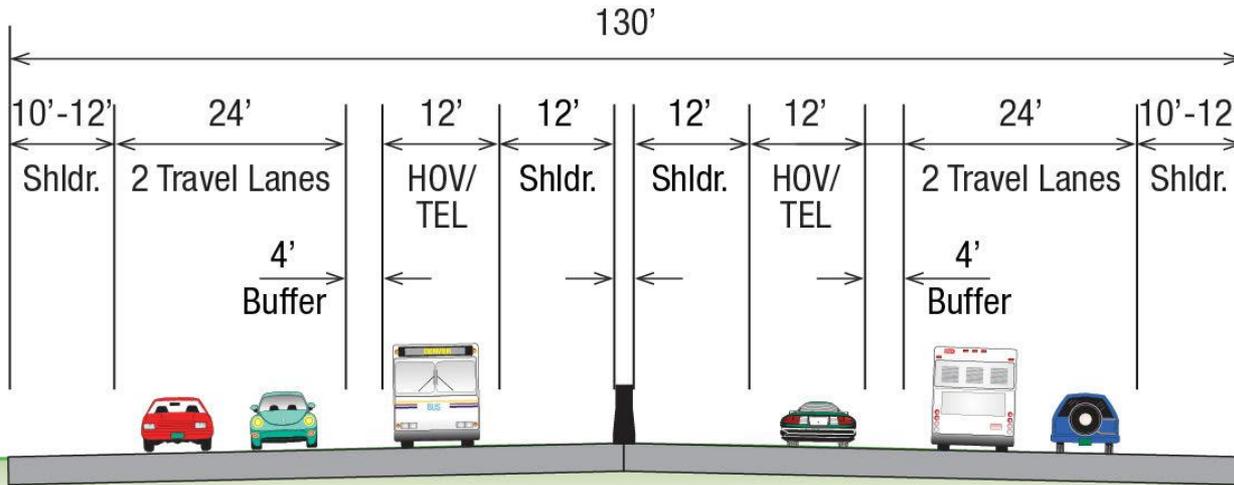
SH 7 to SH 14





# Phase 1 of 2035 Solution

SH 402 to SH 14





## Current Corridor Activity

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- **Add managed lanes:**
  - US 36 to 120<sup>th</sup> Interim Project - in final testing
  - 120th Avenue to E470 - Construction Spring 2016
- **Bustang Regional Bus Service**
  - Six round trips / day
- **Crossroads Interchange bridges**
  - Complete by December, 2017
- **Southbound Truck Climbing Lane at Berthoud Hill**
  - Construction begins Spring 2016
- **Design interim & final alignment: SH 66 to SH 14**



# Future Funding Opportunities

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- FASTER (Bridge, Safety & Transit) *State*
- Fixing America's Surface Transportation Act (FAST Act) *Federal*
- Transportation Investment Generating Economic Recovery (TIGER VII) *Federal*
- Fostering Advancements in Shipping and Transportation for the Long-term Achievement of National Efficiencies (FASTLANE Grant) *Federal*
- Public / Private Partnerships (P3)



## Future – Next Steps

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- Complete existing construction
- Continue design and ROW for entire corridor
- Develop scalable projects for maximum flexibility
  - \$230M phase 1 project
- Position corridor for future opportunities
  - Public-private partnership with HPTE
  - Public-public partnership
  - New sources of funding
- Develop managed lanes system in Northern Colorado:
  - SH402 to SH 14



# Phase 1 Funding Strategy

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- \$100M- Private Financing backed by North I-25 toll revenue (Segment 7&8)
- \$80M State Funds
- \$25M Local Contributions
- \$25M USDOT TIGER



# Mill Levy Contributions to I-25

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



## Critical Support from Windsor

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- Goal of \$25M local match for \$230M project
- \$15-\$18M secured from Larimer County, Fort Collins, and Private Sector
- \$7-\$10M is needed to make local funding goals



# CDOT needs your help

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- We are still short of the \$25M in local match
- We are here to ask Windsor to contribute to the effort
- We have met with Loveland and will be meeting with the City of Greeley, Weld County and Town of Timnath

## 2016 PROPOSED CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS

	2016				
	Sales/Use Tax CIF/CRCE	Quality of Life PIF/CTF	Traffic Impact Fees CIF	Utilities W/S/SD/NP	Total
<b>BEGINNING BALANCE</b>	\$ 16,291,038	\$ 3,355,509	\$ 2,391,127	\$ 13,260,457	\$ 35,298,132
<b>REVENUE SOURCE:</b>					
Development Fees		1,097,058	901,485	2,907,824	4,906,367
Monthly User Fees				2,595,293	2,595,293
3% Sales Tax (40% for CIF)	2,407,838				2,407,838
0.75T Sales & Use Tax for CRCEx	1,329,300				1,329,300
Construction Use Tax 3% CIF	1,649,480				1,649,480
Severance Tax	395,223				395,223
Oil & Gas Lease	613,030			335,853	948,883
Lottery Funds		205,344			205,344
Larimer County Open Space Tax		117,537		1,254,730	1,372,267
Miscellaneous (Grants, Interest, Contrib)	2,166,247	10,584		1,930,758	4,107,589
<b>TOTAL REVENUE:</b>	\$ 8,561,118	\$ 1,430,523	\$ 901,485	\$ 9,024,458	\$ 19,917,585
<b>DEBT SERVICE / TRANSFERS:</b>					
Debt Service (Police, Kern loans)	(145,080)			(303,972)	(449,052)
Sewer Fund Headworks Loan				(234,589)	(234,589)
Water Fund I-25 Loan (CIF to WF)	(65,833)			65,833	-
CRC Expansion Bond payment	(1,329,300)				(1,329,300)
General Fund transfer to CIF PW Facility	82,500				82,500
Drainage Fund Loan (CIF to DF)	102,382			(102,382)	-
<b>TOTAL MISCELLANEOUS:</b>	\$ (1,355,331)	\$ -	\$ -	\$ (575,110)	\$ (1,930,441)
<b>CAPITAL PROJECTS:</b>					
<sup>1</sup> Recreation / CRC	7,215,695				7,215,695
<sup>2</sup> Community Parks Dvpmnt / Improvement	649,600	40,150			689,750
<sup>3</sup> Neighborhood Parks Dvpmnt / Improvement	100,000	-			100,000
<sup>4</sup> Trails Projects		673,107			673,107
<sup>5</sup> Art & Heritage Projects	122,645				122,645
<sup>6</sup> Street Development	1,128,660		2,597,660		3,726,320
<sup>7</sup> Street / Bridge / RR Crossing Maintenance	2,345,000				2,345,000
<sup>8</sup> Public Facilities Repair / Replace / Improve	3,889,000			1,166,500	5,055,500
<sup>11</sup> Water Construction / Oversizing / Mains				352,788	352,788
<sup>12</sup> Water Line Replacements				798,000	798,000
<sup>13</sup> Water Rights Acquisition				500,815	500,815
<sup>14</sup> Non-Potable Construction / Replacement				2,448,281	2,448,281
<sup>15</sup> Non-Potable Water Rights Acquisition				298,000	298,000
<sup>16</sup> Sewer Construction / Oversizing / Mains				54,362	54,362
<sup>17</sup> Sewer System Rehab				1,040,370	1,040,370
<sup>18</sup> Storm Drainage Improvements/Replacements				3,048,595	3,048,595
<b>TOTAL PROJECT COSTS:</b>	\$ 15,450,600	\$ 713,257	\$ 2,597,660	\$ 9,707,710	\$ 28,469,227
<b>Beginning Balance Plus Revenue</b>					
<b>Less Expenditures</b>	\$ 8,046,225	\$ 4,072,775	\$ 694,952	\$ 12,002,095	\$ 24,816,048

2017 PROPOSED CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS



	2017				
	Sales/Use Tax CIF/CRCE	Quality of Life PIF/CTF	Traffic Impact Fees CIF	Utilities W/S/SD/NP	Total
<b>BEGINNING BALANCE</b>	\$ 8,046,225	\$ 4,072,775	\$ 694,952	\$ 12,002,095	\$ 24,816,048
<b>REVENUE SOURCE:</b>					
Development Fees		1,096,243	901,485	2,907,824	4,905,552
Monthly User Fees				4,761,858	4,761,858
3% Sales Tax (40% for CIF)	2,491,750				2,491,750
0.75T Sales & Use Tax for CRCEX	1,333,250				1,333,250
Construction Use Tax 3% CIF	1,649,480				1,649,480
Severance Tax	395,223				395,223
Oil & Gas Lease	763,030			335,853	1,098,883
Lottery Funds		205,344			205,344
Larimer County Open Space Tax		117,537			117,537
Miscellaneous (Grants, Interest, Contrib)	115,047	433		(9,166)	106,314
<b>TOTAL REVENUE:</b>	\$ 6,747,780	\$ 1,419,557	\$ 901,485	\$ 7,996,370	\$ 17,065,191
<b>DEBT SERVICE / TRANSFERS:</b>					
Debt Service (Police, Kern loans)	(145,080)			(303,972)	(449,052)
Sewer Fund Headworks Loan				(231,184)	(231,184)
Water Fund I-25 Loan (CIF to WF)	(65,833)			65,833	-
CRC Expansion Bond payment	(1,333,250)				(1,333,250)
General Fund transfer to CIF PW Facility	2,500,000				2,500,000
Water Non-Potable Fund (Kyger)				(295,523)	(295,523)
Drainage Fund Loan (CIF to DF)	102,382			(102,382)	-
<b>TOTAL MISCELLANEOUS:</b>	\$ 1,058,219	\$ -	\$ -	\$ (867,228)	\$ 190,991
<b>CAPITAL PROJECTS:</b>					
<sup>1</sup> Recreation / CRC	-				-
<sup>2</sup> Community Parks Dvpmt / Improvement	1,640,000	100,000			1,740,000
<sup>3</sup> Neighborhood Parks Dvpmt / Improvement	-	-			-
<sup>4</sup> Trails Projects		353,000			353,000
<sup>5</sup> Art & Heritage Projects	518,562				518,562
<sup>6</sup> Street Development	814,950		180,000		994,950
<sup>7</sup> Street / Bridge / RR Crossing Maintenance	2,250,000				2,250,000
<sup>8</sup> Public Facilities Repair / Replace / Improve	4,352,780			4,120,000	8,472,780
<sup>11</sup> Water Construction / Oversizing / Mains				936,000	936,000
<sup>12</sup> Water Line Replacements				600,000	600,000
<sup>13</sup> Water Rights Acquisition				287,947	287,947
<sup>14</sup> Non-Potable Construction / Replacement				100,000	100,000
<sup>15</sup> Non-Potable Water Rights Acquisition				298,000	298,000
<sup>16</sup> Sewer Construction / Oversizing / Mains				260,000	260,000
<sup>17</sup> Sewer System Rehab				119,435	119,435
<sup>18</sup> Storm Drainage Improvements/Replacements				135,000	135,000
<b>TOTAL PROJECT COSTS:</b>	\$ 9,576,292	\$ 453,000	\$ 180,000	\$ 6,856,382	\$ 17,065,674
<b>Beginning Balance Plus Revenue</b>					
<b>Less Expenditures</b>	\$ 6,275,931	\$ 5,039,332	\$ 1,416,437	\$ 12,274,855	\$ 25,006,556

**2018 PROPOSED CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS**



	2018				
	Sales/Use Tax CIF/CRCE	Quality of Life PIF/CTF	Traffic Impact Fees CIF	Utilities W/S/SD/NP	Total
<b>BEGINNING BALANCE</b>	\$ 6,275,931	\$ 5,039,332	\$ 1,416,437	\$ 12,274,855	\$ 25,006,556
<b>REVENUE SOURCE:</b>					
Development Fees		1,095,404	901,485	2,907,824	4,904,713
Monthly User Fees				954,048	954,048
3% Sales Tax (40% for CIF)	2,491,750				2,491,750
0.75T Sales & Use Tax for CRCEX	1,330,500				1,330,500
Construction Use Tax 3% CIF	1,649,480				1,649,480
Oil & Gas Lease	763,030			335,853	1,098,883
Lottery Funds		205,344			205,344
Larimer County Open Space Tax		117,537			117,537
Bonds/External Loans (NISP)				30,000,000	30,000,000
Miscellaneous (Grants, Interest, Contrib)	115,047	200,433		(9,166)	306,314
<b>TOTAL REVENUE:</b>	<b>\$ 6,349,806</b>	<b>\$ 1,618,717</b>	<b>\$ 901,485</b>	<b>\$ 34,188,560</b>	<b>\$ 43,058,568</b>
<b>DEBT SERVICE / TRANSFERS:</b>					
Debt Service (Police, Kern loans, NISP Bonds)	(145,080)			(1,039,790)	(1,184,870)
Sewer Fund Headworks Loan				(228,234)	(228,234)
Water Fund I-25 Loan (CIF to WF)	(65,833)			65,833	-
CRC Expansion Bond payment	(1,330,500)				(1,330,500)
Water Non-Potable Fund (Kyger)				(295,523)	(295,523)
Drainage Fund Loan (CIF to DF)	102,382			(102,382)	-
<b>TOTAL MISCELLANEOUS:</b>	<b>\$ (1,439,031)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (1,600,095)</b>	<b>\$ (3,039,127)</b>
<b>CAPITAL PROJECTS:</b>					
<sup>1</sup> Recreation / CRC	-				-
<sup>2</sup> Community Parks Dypmt / Improvement	156,000	1,018,241			1,174,241
<sup>3</sup> Neighborhood Parks Dypmt / Improvement	-	-			-
<sup>4</sup> Trails Projects		1,220,000			1,220,000
<sup>5</sup> Art & Heritage Projects	281,704				281,704
<sup>6</sup> Street Development	-		-		-
<sup>7</sup> Street / Bridge / RR Crossing Maintenance	2,225,000				2,225,000
<sup>8</sup> Public Facilities Repair / Replace / Improve	423,099				423,099
<sup>11</sup> Water Construction / Oversizing / Mains				10,780,000	10,780,000
<sup>12</sup> Water Line Replacements				910,000	910,000
<sup>13</sup> Water Rights Acquisition				287,947	287,947
<sup>14</sup> Non-Potable Construction / Replacement				550,000	550,000
<sup>15</sup> Non-Potable Water Rights Acquisition				-	-
<sup>16</sup> Sewer Construction / Oversizing / Mains				-	-
<sup>17</sup> Sewer System Rehab				121,625	121,625
<sup>18</sup> Storm Drainage Improvements/Replacements				-	-
<b>TOTAL PROJECT COSTS:</b>	<b>\$ 3,085,803</b>	<b>\$ 2,238,241</b>	<b>\$ -</b>	<b>\$ 12,649,572</b>	<b>\$ 17,973,616</b>
<b>Beginning Balance Plus Revenue</b>					
<b>Less Expenditures</b>	<b>\$ 8,100,903</b>	<b>\$ 4,419,808</b>	<b>\$ 2,317,921</b>	<b>\$ 32,213,748</b>	<b>\$ 47,052,382</b>

**2019 PROPOSED CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS**



	2019				
	Sales/Use Tax CIF/CRCE	Quality of Life PIF/CTF	Traffic Impact Fees CIF	Utilities W/S/SD/NP	Total
<b>BEGINNING BALANCE</b>	\$ 8,100,903	\$ 4,419,808	\$ 2,317,921	\$ 32,213,748	\$ 47,052,382
<b>REVENUE SOURCE:</b>					
Development Fees		1,094,539	901,485	2,907,824	4,903,848
Monthly User Fees				602,093	602,093
3% Sales Tax (40% for CIF)	2,491,750				2,491,750
0.75T Sales & Use Tax for CRCEX	1,331,500				1,331,500
Construction Use Tax 3% CIF	1,649,480				1,649,480
Oil & Gas Lease	763,030			335,853	1,098,883
Lottery Funds		205,344			205,344
Larimer County Open Space Tax		117,537			117,537
Miscellaneous (Grants, Interest, Contrib)	115,047	433		(9,166)	106,314
<b>TOTAL REVENUE:</b>	\$ 6,350,806	\$ 1,417,852	\$ 901,485	\$ 3,836,605	\$ 12,506,749
<b>DEBT SERVICE / TRANSFERS:</b>					
Debt Service (Police, Kern loans, NISP Bonds)	(145,080)			(1,039,790)	(1,184,870)
Sewer Fund Headworks Loan				(232,870)	(232,870)
Water Fund I-25 Loan (CIF to WF)	(65,833)			65,833	-
CRC Expansion Bond payment					-
Community Rec Cntr Fund (CIF to CRC)	(1,331,500)				(1,331,500)
Water Non-Potable Fund (Kyger)				(295,523)	(295,523)
Drainage Fund Loan (CIF to DF)	102,382			(102,382)	-
Stormwater Fund					-
<b>TOTAL MISCELLANEOUS:</b>	\$ (1,440,031)	\$ -	\$ -	\$ (1,604,732)	\$ (3,044,763)
<b>CAPITAL PROJECTS:</b>					
<sup>1</sup> Recreation / CRC	-				-
<sup>2</sup> Community Parks Dvpmnt / Improvement	1,515,000	2,000,000			3,515,000
<sup>3</sup> Neighborhood Parks Dvpmnt / Improvement	-	-			-
<sup>4</sup> Trails Projects		841,000			841,000
<sup>5</sup> Art & Heritage Projects	-				-
<sup>6</sup> Street Development	-		-		-
<sup>7</sup> Street / Bridge / RR Crossing Maintenance	2,100,000				2,100,000
<sup>8</sup> Public Facilities Repair / Replace / Improve	1,768,394				1,768,394
<sup>11</sup> Water Construction / Oversizing / Mains				11,935,000	11,935,000
<sup>12</sup> Water Line Replacements				551,000	551,000
<sup>13</sup> Water Rights Acquisition				287,947	287,947
<sup>14</sup> Non-Potable Construction / Replacement				-	-
<sup>15</sup> Non-Potable Water Rights Acquisition				-	-
<sup>16</sup> Sewer Construction / Oversizing / Mains				-	-
<sup>17</sup> Sewer System Rehab				128,670	128,670
<sup>18</sup> Storm Drainage Improvements/Replacements				-	-
<b>TOTAL PROJECT COSTS:</b>	\$ 5,383,394	\$ 2,841,000	\$ -	\$ 12,902,617	\$ 21,127,011
<b>Beginning Balance Plus Revenue</b>					
<b>Less Expenditures</b>	\$ 7,628,283	\$ 2,996,660	\$ 3,219,406	\$ 21,543,004	\$ 35,387,356

**2020 PROPOSED CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS**



	2020				
	Sales/Use Tax CIF/CRCE	Quality of Life PIF/CTF	Traffic Impact Fees CIF	Utilities W/S/SD/NP	Total
<b>BEGINNING BALANCE</b>	\$ 7,628,283	\$ 2,996,660	\$ 3,219,406	\$ 21,543,004	\$ 35,387,356
<b>REVENUE SOURCE:</b>					
Development Fees		1,093,648	901,485	2,907,824	4,902,957
Monthly User Fees				171,680	171,680
3% Sales Tax (40% for CIF)	2,491,750				2,491,750
0.75T Sales & Use Tax for CRCEx	1,331,000				1,331,000
Construction Use Tax 3% CIF	1,649,480				1,649,480
Oil & Gas Lease	763,030			335,853	1,098,883
Lottery Funds		205,344			205,344
Larimer County Open Space Tax		117,537			117,537
Miscellaneous (Grants, Interest, Contrib)	115,047	433		(9,166)	106,314
<b>TOTAL REVENUE:</b>	<b>\$ 6,350,306</b>	<b>\$ 1,416,961</b>	<b>\$ 901,485</b>	<b>\$ 3,406,191</b>	<b>\$ 12,074,944</b>
<b>DEBT SERVICE / TRANSFERS:</b>					
Debt Service (Police, Kern loans, NISP Bonds)	(145,080)			(1,039,790)	(1,184,870)
Sewer Fund Headworks Loan				(230,703)	(230,703)
Water Fund I-25 Loan (CIF to WF)	(65,833)			65,833	-
CRC Expansion Bond payment	(1,331,000)				(1,331,000)
Water Non-Potable Fund (Kyger)				(295,523)	(295,523)
Drainage Fund Loan (CIF to DF)	102,382			(102,382)	-
<b>TOTAL MISCELLANEOUS:</b>	<b>\$ (1,439,531)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (1,602,565)</b>	<b>\$ (3,042,096)</b>
<b>CAPITAL PROJECTS:</b>					
<sup>1</sup> Recreation / CRC	75,000				75,000
<sup>2</sup> Community Parks Dvpmnt / Improvement	-	650,000			650,000
<sup>3</sup> Neighborhood Parks Dvpmnt / Improvement	-	-			-
<sup>4</sup> Trails Projects		519,750			519,750
<sup>5</sup> Art & Heritage Projects	-				-
<sup>6</sup> Street Development	-		-		-
<sup>7</sup> Street / Bridge / RR Crossing Maintenance	2,100,000				2,100,000
<sup>8</sup> Public Facilities Repair / Replace / Improve	-				-
<sup>11</sup> Water Construction / Oversizing / Mains				9,683,000	9,683,000
<sup>12</sup> Water Line Replacements				680,000	680,000
<sup>13</sup> Water Rights Acquisition				287,947	287,947
<sup>14</sup> Non-Potable Construction / Replacement				-	-
<sup>15</sup> Non-Potable Water Rights Acquisition				-	-
<sup>16</sup> Sewer Construction / Oversizing / Mains				-	-
<sup>17</sup> Sewer System Rehab				131,680	131,680
<sup>18</sup> Storm Drainage Improvements/Replacements				-	-
<b>TOTAL PROJECT COSTS:</b>	<b>\$ 2,175,000</b>	<b>\$ 1,169,750</b>	<b>\$ -</b>	<b>\$ 10,782,627</b>	<b>\$ 14,127,377</b>
<b>Beginning Balance Plus Revenue</b>	<b>\$ 10,364,058</b>	<b>\$ 3,243,872</b>	<b>\$ 4,120,890</b>	<b>\$ 12,564,004</b>	<b>\$ 30,292,828</b>
<b>Less Expenditures</b>					



## MEMORANDUM

**Date:** April 11, 2016  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
Scott Ballstadt, AICP, Director of Planning  
**From:** Josh Olhava, AICP, Senior Planner  
**Subject:** Site Plan Presentation – Highlands Industrial Park Subdivision, Block 4, Lot 1  
– Advanced Roofing Technologies – Brad Evans, Advanced Roofing  
Technologies, applicant/ BJ DeForge, Hauser Architects, P.C., applicant's  
representative  
**Location:** 4555 Highland Meadows Parkway  
**Item #:** C.4

### **Background:**

The applicant, Mr. Brad Evans is proposing a site development in the Highlands Industrial Park Subdivision. The site is zoned Limited Industrial (I-L) and surrounded by other industrial users and industrial zoned property to the east, south and west. The properties to the north are zoned High Density Estate Residential (E-2).

Site characteristics include:

- 1 new building of approximately 44,500 square feet, including office and storage space;
- outdoor fenced storage of approximately 33,878 square feet or approximately 24% of the total lot area;
- 57 dedicated, off street parking spaces, including accessible parking spaces; and
- approximately 23% of the site to be landscaped.

Building and structural details include:

- building articulation through varying parapet heights and entrance offsets/bump outs
- insulated stucco embossed panels;
- architectural metal panels with 2" reveal;
- synthetic stone veneer with stone cap wainscoting;
- standard ribbed steel panels; and
- aluminum canopies along first floor windows.

Additional site details can be found in the enclosed staff PowerPoint.

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

April 11, 2016

Town Board – memo – Highlands Industrial Park, Block 4, Lot 1 – Site Plan

**Conformance with Comprehensive Plan:** The application is consistent with the following goals and objectives of the 2016 Comprehensive Plan:

**Chapter 5d - Commercial & Industrial Areas Framework Plan**

**Goal:**

*Maintain the character of the community while accommodating future growth that is fiscally and environmentally responsible.*

**Objective:**

1. *Prioritize new growth in areas currently served by town infrastructure and services.*

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

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

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

**Enclosures:** Application materials  
Staff PowerPoint

pc: Brad Evans, Advanced Roofing Technologies, applicant  
BJ DeForge, Hauser Architects, P.C., applicant's representative



# 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\*:** ADVANCED ROOFING TECHNOLOGIES - QUALIFIED COMMERCIAL AND INDUSTRIAL SITE PLAN

**Legal Description\*:** LOT 1, BLOCK 4, HIGHLANDS INDUSTRIAL PARK SUBDIVISION FIRST FILING, WINDSOR

**Address/Location\*:** 4555 HIGHLAND MEADOWS PARKWAY WINDSOR, CO 80550

**Existing Zoning:** \_\_\_\_\_ **Proposed Zoning:** \_\_\_\_\_

3

**OWNER:**

Name(s)\*: Brad Evans  
 Company: Advanced Roofing Technologies  
 Address\*: 4496 Bents Drive, Windsor, CO 80550  
 Phone #: 970-663-0203 Email\*: Brad@advancedroofingtech.com

**APPLICANT (Owner or Owner's Representative):**

Name\*: BJ DeForge  
 Company: Hauser Architects, P.C.  
 Address\*: 3780 E. 15th Street, Loveland, CO 80538  
 Phone #: 970-669-8220 Email\*: bj@hauserarchitectspc.com

**AUTHORIZED REPRESENTATIVE:**

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

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: Brad Evans  
(Proof of owner's authorization is required with submittal if signed by Applicant)

Date: 1-11-16

Print Name: Brad Evans

\*Required fields

SPECIAL WARRANTY DEED

THIS DEED, Made this 15th day of September, 2015 between

Forecasters, LLC, a Colorado limited liability company  
of the Said County of Larimer and State of COLORADO, grantor(s), and

Highlands Industrial, LLC, a Colorado limited liability company  
whose legal address is 4496 Bents Dr Unit C Windsor CO 80550  
of the Said County of Larimer, State of Colorado, grantee(s):

WITNESS, That the grantor(s), for and in consideration of the sum of Six Hundred Seventy-Five Thousand Dollars and No/100's (\$675,000.00), 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(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the Said County of Larimer, State of COLORADO, described as follows:

Lot 1, Block 4, HIGHLANDS INDUSTRIAL PARK SUBDIVISION, FIRST FILING,  
County of Larimer, State of Colorado

Doc Fee  
\$ 67.50

also known by street and number as 4555 Highland Meadows Pkwy , Windsor, CO 80550

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

SELLER:

Forecasters, LLC, a Colorado limited liability company

*John Cleaver*  
By: John Cleaver, Member

STATE OF COLORADO )  
COUNTY OF Larimer )ss:

The foregoing instrument was acknowledged before me this 15th day of September, 2015 by John Cleaver as Member for Forecasters, LLC, a Colorado limited liability company

Witness my hand and official seal  
My Commission expires:

JULIE A. NORRIS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19914011713  
MY COMMISSION EXPIRES SEPTEMBER 3, 2019

*Julie A. Norris*  
Notary Public



**SITE PLAN PRESENTATION**  
**HIGHLANDS INDUSTRIAL PARK SUBDIVISION**  
**BLOCK 4, LOT 1**  
**(ADVANCED ROOFING TECHNOLOGIES)**

Josh Olhava, AICP  
Senior Planner  
April 11, 2016

Town Board

Item C.4



# QUALIFIED COMMERCIAL & INDUSTRIAL SITE PLAN

---

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

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

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

# SITE VICINITY MAP



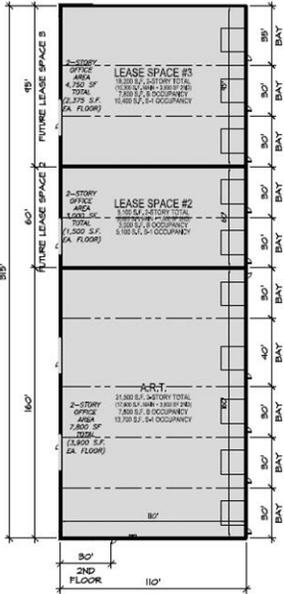
Site Location



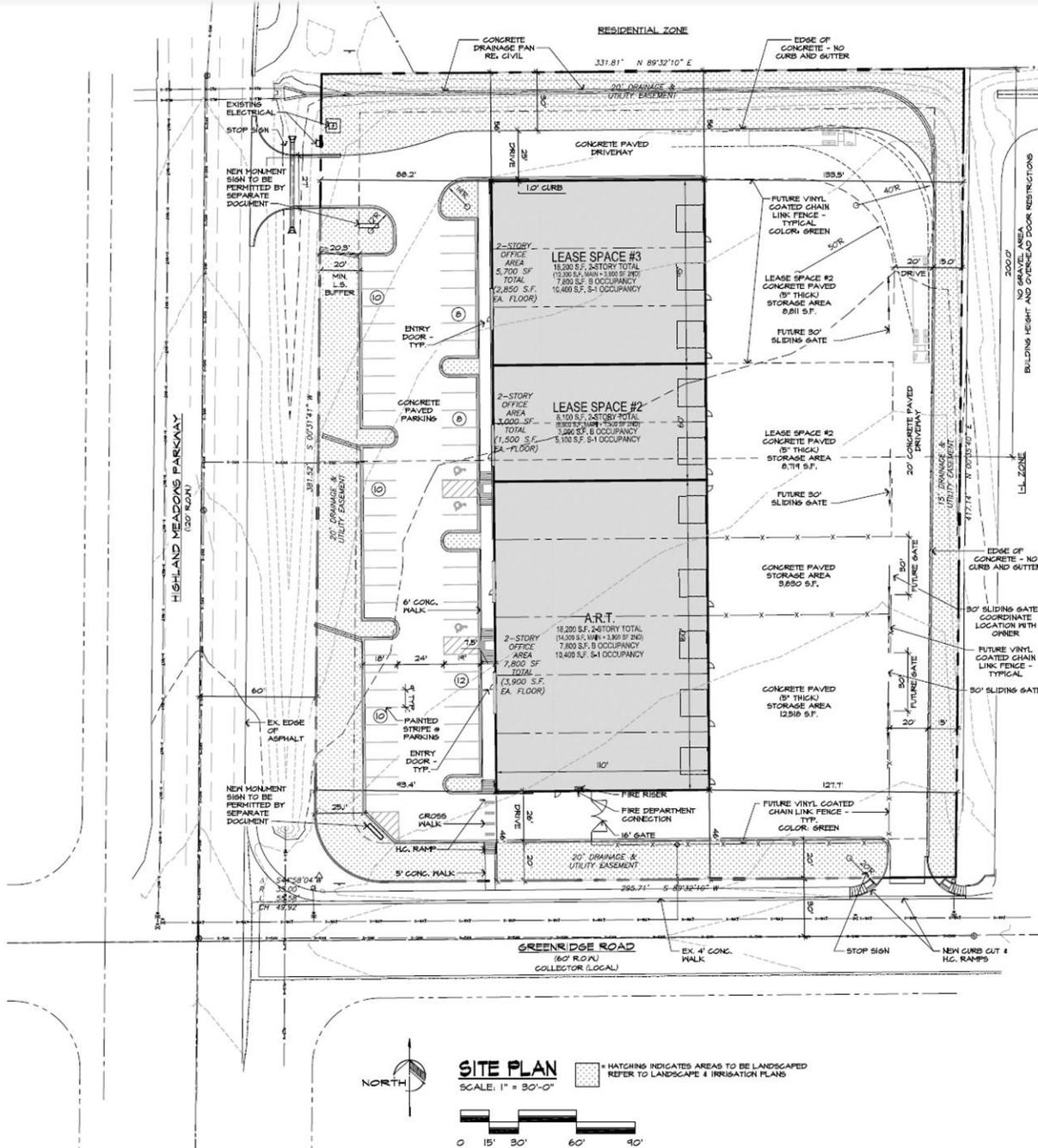
# SITE PROXIMITY ZONING MAP



# SITE PLAN



**BUILDING PLAN EXHIBIT**  
SCALE: 1" = 40'-0"



**SITE PLAN**  
SCALE: 1" = 30'-0"

HATCHING INDICATES AREAS TO BE LANDSCAPED REFER TO LANDSCAPE & IRRIGATION PLANS

0 15' 30' 60' 90'

**LAND USE DATA TABLE:**

	TOTAL	
BUILDING FOOTPRINT	34,650 SF	25.12%
PAVED AREAS:		
PARKING	21,076 SF	15.28%
PRIVATE DRIVES	15,471 SF	11.21%
SIDEWALK	1,580 SF	1.14%
STORAGE	33,878 SF	24.56%
AREA OF LANDSCAPING:	31,249 SF	22.64%
TOTAL LOT AREA:	137,454 SF	100.00% (3.17 ACRES)

**LEGAL DESCRIPTION:**  
LOT 1, BLOCK 4, HIGHLANDS INDUSTRIAL PARK  
SUBDIVISION FIRST FILING, WIN (2001002423)

**STREET ADDRESS:**  
4555 HIGHLAND MEADOWS PARKWAY  
WINDSOR, CO 80550

**SITE DATA:**  
ZONING: I-L (LIGHT INDUSTRIAL)  
ADJACENT ZONING: IL & RESIDENTIAL

**SITE AREA:**  
3.17 ACRES (137,454 S.F.)

**BUILDING AREAS:**  
(AREAS INCLUDE FUTURE EXPANSION)  
BUILDING FOOTPRINT (MAIN FLOOR) = 34,650  
SECOND FLOOR = 8,525  
TOTAL IV 2-STORY = 43,175

**OCCUPANCY:**  
B (BUSINESS) = 17,050 TOTAL SF (2-STORY)  
S-1 (STORAGE) = 26,125 SF (SINGLE STORY)

**CONSTRUCTION TYPE:**  
V-B (SPRINKLED WITH HIGH PILED STORAGE)  
BUILDING HEIGHT = 2-STORIES (20' MAX. HEIGHT)

**PARKING SUMMARY:**  
REQUIRED PARKING:  
1 SPACE PER 300 SF OF OFFICE AREA  
17050 SF / 300 = 57 SPACES  
TOTAL PARKING REQUIRED = 57 SPACES (INCLUDES 3 HANDICAPPED SPACES)

TOTAL PARKING PROVIDED: = 57 SPACES (INCLUDES 3 HANDICAPPED SPACES)

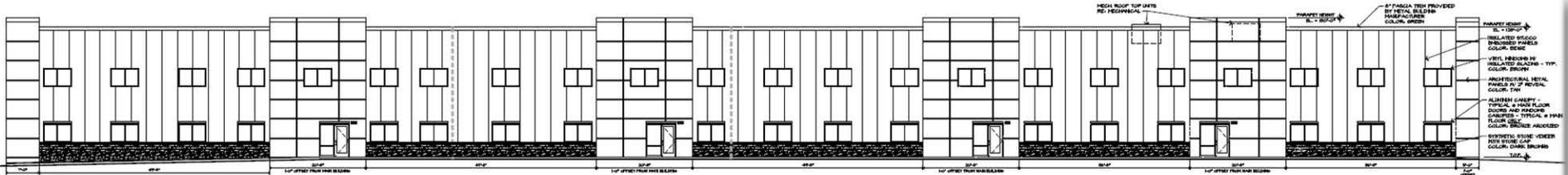
**PROJECT DIRECTORY:**  
PREPARED BY:  
HAUSER ARCHITECTS, P.C.  
ALAN HAUSER, PROJECT ARCHITECT  
BJ DEFORSE, PROJECT MANAGER  
3780 EAST 15TH STREET, SUITE 201  
LOVELAND, CO 80538  
PHONE: 970.664.8220  
EMAIL: al@hauserarchitectpc.com

**OWNER:**  
ADVANCED ROOFING TECHNOLOGIES  
BRAD EVANS  
4446 BENTS DRIVE UNIT C  
WINDSOR, CO 80550  
PHONE: 970.663.0203  
EMAIL: brad@advancedroofingtech.com

**GENERAL CONTRACTOR:**  
HILLSIDE CONSTRUCTION, INC.  
SEAN ROGERS  
216 HENLOCK STREET, SUITE B  
FORT COLLINS, CO 80524  
PHONE: 970.367.1821  
EMAIL: srogers@hillsideconst.com



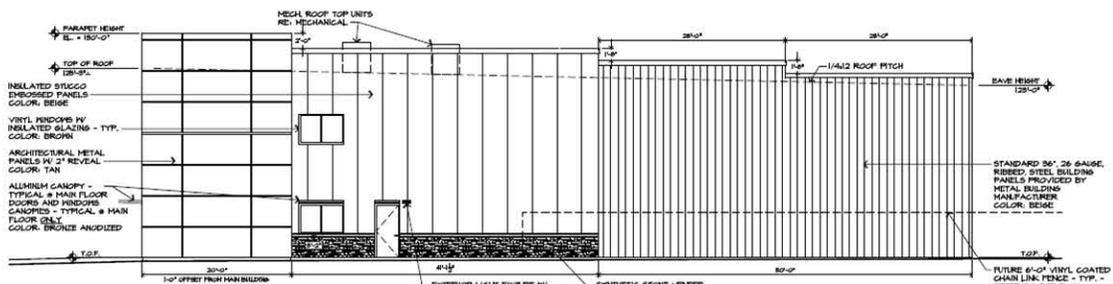
# ELEVATIONS



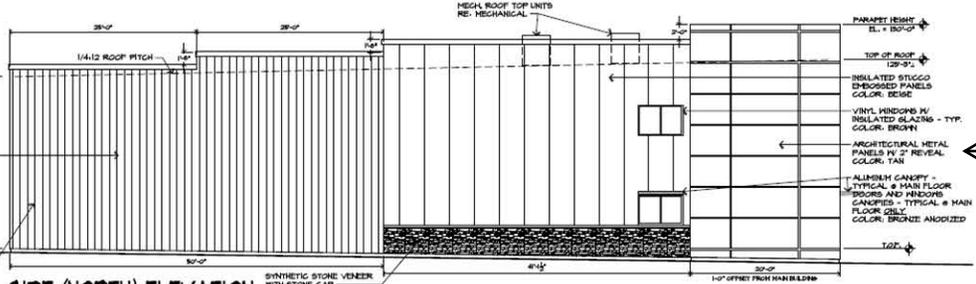
**FRONT (WEST) ELEVATION**  
SCALE: 3/32" = 1'-0"



**REAR (EAST) ELEVATION**  
SCALE: 3/32" = 1'-0"



**SIDE (SOUTH) ELEVATION**  
SCALE: 1/8" = 1'-0"



**SIDE (NORTH) ELEVATION**  
SCALE: 1/8" = 1'-0"

**D-Series Size 1 LED Wall Luminaire**

**Specifications**

**Introduction**

**Options**

Model	Height	Width	Depth	Weight	Material	Finish
100110	12"	12"	4"	1.5 lb	Aluminum	Black
100111	12"	12"	4"	1.5 lb	Aluminum	White
100112	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze
100113	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100114	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100115	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100116	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100117	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100118	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100119	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100120	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100121	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100122	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100123	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100124	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100125	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100126	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100127	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100128	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100129	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100130	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100131	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100132	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100133	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100134	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100135	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100136	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100137	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100138	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100139	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100140	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100141	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100142	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100143	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100144	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100145	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100146	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100147	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100148	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100149	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized
100150	12"	12"	4"	1.5 lb	Aluminum	Dark Bronze Anodized

**EXTERIOR LIGHTING SPECIFICATIONS**  
BUILDING MOUNTED LIGHTS





## MEMORANDUM

**Date:** April 11, 2016  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
Scott Ballstadt, AICP, Director of Planning  
**From:** Josh Olhava, AICP, Senior Planner  
**Subject:** Public Hearing – Mineral Owner Notification for Surface Development per Article 65.5 of the Colorado Revised Statutes – The Ridge at Harmony Road Subdivision – HR Exchange LLC., The Landhuis Company, applicant/ Jeff Mark, The Landhuis Company, applicant’s representative  
**Location:** North of and adjacent to Harmony Road (WCR 74), south of and adjacent to WCR 76, east of and adjacent to County Line Road (WCR 13), and west of and adjacent to WCR 15; adjacent to Windsor North Annexation and Alexander Estates Subdivision  
**Item #:** C.5

### **Background:**

A final major subdivision application for The Ridge at Harmony Road Subdivision has been filed by Mr. Jeff Mark, President of The Landhuis Company. As seen on the enclosed vicinity map, the subject property encompasses approximately 441 acres north of Harmony Road/WCR74.

In accordance with Article 65.5 of the Colorado Revised Statutes, prior to consideration of a final major subdivision, the developer must provide notice to all owners and/or lessees of minerals that lie beneath the surface of the subject property. As it may be seen from the enclosed certification, the applicant has provided the required notice of the pending development to all such mineral owners and or lessees. Even though the purpose of the present public hearing is for notification of the pending development to be sent to the affected mineral owners and/or lessees, these specific public hearings are scheduled to be heard before the Town Board since subsection 24-65.5-101 of Article 65.5 states that “it is the intent of the general assembly to include local governments in this process without creating additional liabilities for local governments.”

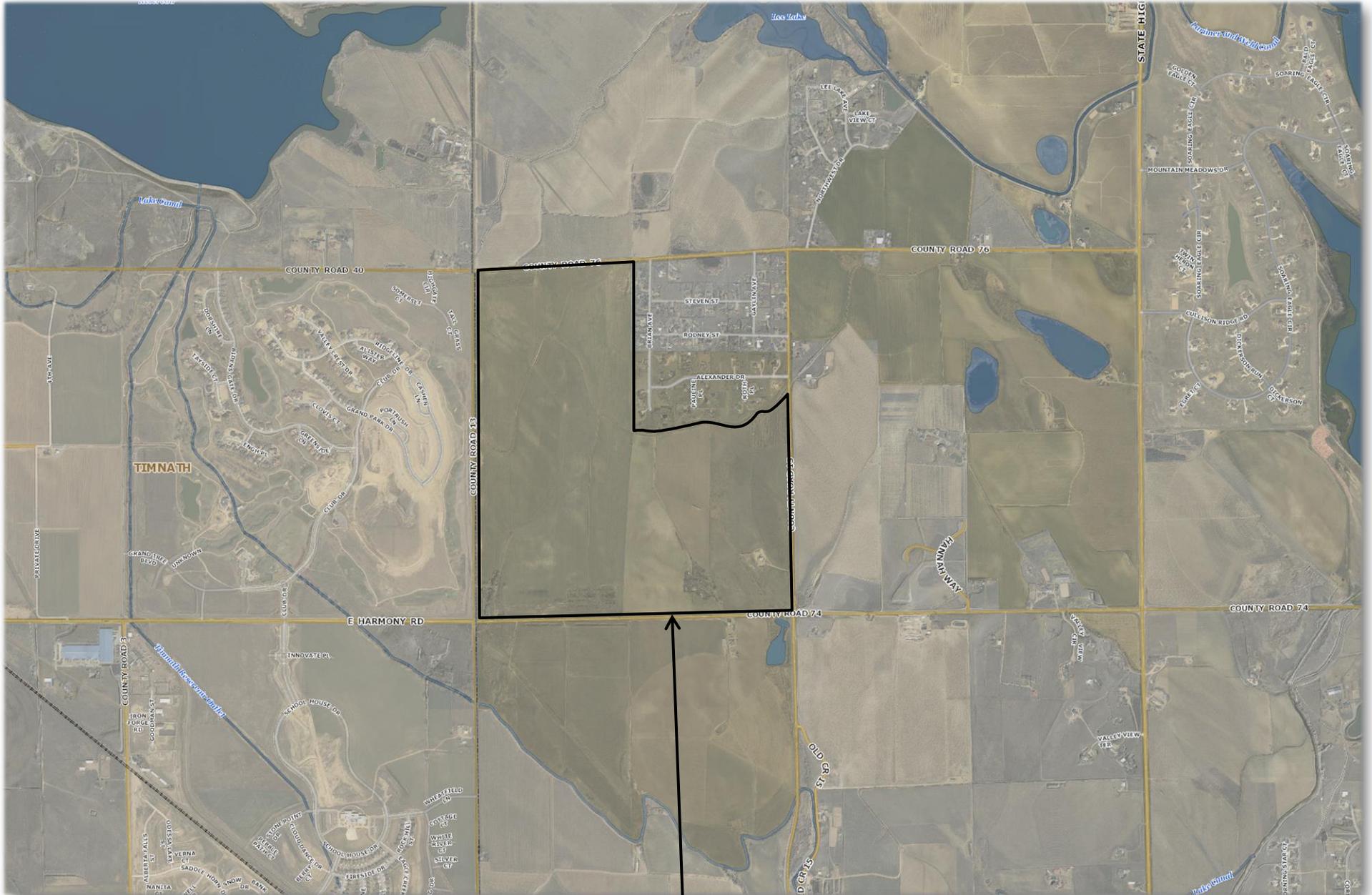
As such, this public hearing is being held solely for HR Exchange LLC., and The Landhuis Company to receive any comments from mineral owners and/or lessees on the proposed development, and therefore no action is required on the part of the Town Board. The Town did receive the attached letter from Anadarko Petroleum Corporation in objection to the surface development as no formal agreement has been reached between the surface developer and mineral owner.

**Recommendation:** There is not a recommendation on this item as it is an information item only.

**Enclosures:** Vicinity map  
Certification  
Anadarko Objection letter

pc: Jeff Mark, The Landhuis Company, applicant’s representative

# SITE VICINITY MAP



Site Location



2. The true and accurate names and addresses of the fee owners of the Subject Property are:

HR Exchange, LLC  
212 N. Wahsatch Ave., Suite 301  
Colorado Springs, CO 80903

3. The true and accurate names and addresses of the owners of the mineral rights of the Subject Property are:

Bradley Marksheffel, LLC  
212 N. Wahsatch Ave., Suite 301  
Colorado Springs, CO 80903

RME Land Corp  
c/o Anadarko Petroleum Corporation  
PO Box 9149  
The Woodlands, TX 77387-9147  
ATTN: Manager Property and Rights-of-Way

RME Petroleum Company  
c/o Anadarko Petroleum Corporation  
PO Box 9149  
The Woodlands, TX 77387-9147  
ATTN: Manager Land, Western Division

Colorado College  
14 E. Cache La Poudre  
Colorado Springs, CO 80903  
ATTN: Robert Moore

Judy A Brandmeyer  
1309 Berry Dr  
Littleton, CO 80120  
(303) 738-9031

4. The true and accurate names and addresses of the lessees of the mineral rights of the Subject Property are:

Extraction Oil & Gas  
370 17th Street, Suite 5300  
Denver, CO 80202  
ATTN: Drew Stout

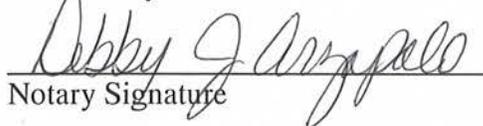
I, Jeff Mark, Director, swear or affirm that, pursuant to § 24-65.5-103 of the Colorado Revised Statutes, I made or caused to be made a thorough and diligent investigation of the mineral rights of the Subject property, and that to the best of my knowledge and belief the above statements are true and accurate as of March 7, 2016

Dated: 3/7/16.

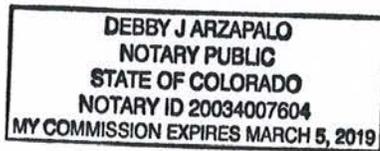
  
\_\_\_\_\_  
Affiant's Signature

Signed and sworn to before me on this 7th day of March 2016, by Jeff Mark.

Witness my hand and official seal

  
\_\_\_\_\_  
Notary Signature

My commission expires: 03/05/2019





April 6, 2016

**VIA E-MAIL**

Scott Ballstadt, Director of Planning  
Town of Windsor Planning Department  
301 Walnut Street  
Windsor, CO 80550  
[sballstadt@windsorgov.com](mailto:sballstadt@windsorgov.com)

**NOTICE OF MINERAL INTERESTS OWNED BY ANADARKO LAND CORP. AND  
ANADARKO E&P ONSHORE LLC AND OBJECTION**

Re: The Ridge at Harmony Road Subdivision  
Township 7 North, Range 67 West  
Section 31 ("Property")  
Weld County, Colorado

Mr. Ballstadt:

This objection and notice letter is submitted to The Town of Windsor ("Town") on behalf of Anadarko Land Corp. ("Anadarko Land") and Anadarko E&P Onshore LLC ("Anadarko E&P") with respect to the development application for The Ridge at Harmony Road Subdivision that has been filed with the Town that includes property in Section 31, Township 7 North, Range 67 West in Weld County.

Anadarko Land and Anadarko E&P (the "Anadarko entities") together own the minerals that underlie all or parts of the property located in Section 31 ("Property").

The Anadarko entities wish to give notice to the Town of the mineral interests they own under the Property and make the Town aware that the approval of a final application may significantly impact the prospective development of the minerals that underlie the Property. The Anadarko Entities object to the approval of a final application for development until agreements on surface use are reached among the Anadarko entities and the Applicant covering the Property.

The following are comments in support of this Notice and Objection:

1. The Mineral Resources Owned by Anadarko Land Corp.

Anadarko Land owns all of the hard rock minerals, including the coal, which underlies the Property.

2. The Oil and Gas Resources Owned by the Anadarko Entities.

The Anadarko entities together own all of the oil and gas that underlies the Property.

Colorado Oil and Gas Conservation Commission ("COGCC") reports reflect that there are currently no producing wells in Section 31. Current COGCC rules and regulation provide for five drilling windows in a quarter section where the Property is located, one in the center of the quarter section and one in the center of each quarter quarter section.

3. There is Clear Statutory Authority and Direction for the Town to Take Into Account the Rights of Mineral Interest Owners in Its Consideration of Applications for Development.

The State of Colorado recognizes the important rights of mineral owners and lessees in C.R.S. § 30-28-133(10) which states and acknowledges that both the mineral estate and the surface estate are interests in land and that the two interests are "separate and distinct." The subsection specifically recognizes that the owners of subsurface mineral interests and their lessees have "the same rights and privileges as surface owners."

4. Owners of Split Estates Must Exercise Their Rights in a Way that Gives Due Regard to the Rights of the Other.

Colorado law provides that the mineral owner has the right of reasonable access to and use of the surface estate to extract minerals and that the mineral estate owner and the surface estate owner are to give due regard to the rights of the other and reasonably accommodate each other's rights.

5. The Anadarko Entities Have Entered into Many Agreements with Developers With Respect to the Disposition of the Minerals at the Time that the Developer Proposes to Develop the Surface Estate, and the Public Interest is Served by the Parties Entering into Such an Agreement.

The mineral assets have significant value and consequently the Anadarko entities are concerned that the approval by the Town of an application for development of the Property and the subsequent build-out of the Property may impair their ability to develop their minerals and oil and gas interests.

Any future surface development plans approved by the Town should incorporate and designate lands to be set aside for oil and gas development and expressly provide protection for future wells, pipelines, gathering lines and related oil and gas facilities and equipment. Approval of any surface development plan that forecloses the rights of mineral and leasehold owners may be a compensable taking.

The Anadarko entities have extensive mineral interests throughout the State of Colorado and have successfully worked with many parties who wish to develop the surface estate in order to assure the compatible development of the surface estate and the oil and gas estate or some other disposition of the minerals.

The practice of the Anadarko entities is to meet with surface owners to reach a mutually acceptable agreement, including the disposition of the hard rock mineral interests.

Because no agreement has been reached between the parties that covers the Property, and in order to protect their mineral interests and private property rights, the Anadarko entities object to the application and request that the Town make any approval of a final application for development of the Property conditioned upon an agreement among the Anadarko entities and the Applicant.

Please contact me at 720-929-6848 if you have any questions or comments about this matter. The Anadarko entities hope to conclude a mutually acceptable agreement with the surface owner of the property, and we look forward to working with the Town to accomplish its land use planning goals.

Sincerely,  
ANADARKO PETROLEUM CORPORATION

A handwritten signature in black ink, appearing to read 'Travis Book', with a horizontal line extending to the right.

Travis Book  
Landman

cc: Jeff Fiske, Lead Counsel  
Don Ballard  
Paul Ratliff  
Don Jobe  
Ron Olsen



## MEMORANDUM

**Date:** April 11, 2016  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
Scott Ballstadt, AICP, Director of Planning  
**From:** Josh Olhava, AICP, Senior Planner  
**Subject:** Public Hearing and Resolution No. 2016-23 – A Resolution Approving the Final Major Subdivision Plat for The Ridge at Harmony Road Subdivision – HR Exchange LLC., The Landhuis company, applicant/ Jeff Mark, The Landhuis Company, applicant's representative  
**Location:** North of and adjacent to Harmony Road (WCR 74), south of and adjacent to WCR 76, east of and adjacent to County Line Road (WCR 13), and west of and adjacent to WCR 15; adjacent to Windsor North Annexation and Alexander Estates Subdivision  
**Item #:** C.6.C.7

### **Background:**

The applicant, HR Exchange LLC., represented by Mr. Jeff Mark of the Landhuis Company has submitted a final major subdivision plat, known as The Ridge at Harmony Road Subdivision. The subdivision encompasses approximately 441 acres and is zoned Residential Mixed Use (RMU).

#### Final Plat characteristics:

- 4 total phases of development
- 415 total single-family residential lots and 1 commercial lot;
  - phase 1 = ~154 residential lots
  - phase 2 = ~141 residential lots
  - phase 3 = ~120 residential lots
  - phase 4 = 1 commercial lot
- residential lots range from approximately 6,000 to 20,000 square feet in size;
- 11 open space tracts (drainage, utility & access); and
- 3 future development tracts.

The applicant held a neighborhood meeting on March 26, 2015 in accordance with Chapter 16, Article XXXI of the Municipal Code. There were approximately 20 neighbors in attendance. Please see the enclosed neighborhood meeting notes for discussion topics and responses. At the July 15, 2015 regular meeting, the Planning Commission approved the Preliminary Subdivision Plat as presented, subject to staff conditions. Please see the enclosed minutes excerpt from that meeting. In addition, the Planning Commission held a public hearing before providing their recommendation on the final major subdivision on April 6, 2016. An excerpt of those DRAFT minutes are enclosed for reference.

The standard conditions of approval require that all remaining Town comments be addressed, and the outstanding items that shall be completed prior to recordation of the plat include:

- Applicant finalizing the development agreement, incorporating all remaining staff comments.

- Finalizing the infrastructure improvement plans to incorporate all necessary roadway and site improvements (including but not limited to: all necessary acceleration and deceleration lanes and ground water management plan).

In addition to the aforementioned outstanding items, the following is an area of disagreement between staff and the applicant requiring Town Board determination:

- WCR13/County Line Road has been annexed by the Town of Timnath and the Town has an intergovernmental agreement (IGA) with Timnath regarding maintenance and operations as Windsor development will take access from this road. The road does not currently meet either Town's minimum street standards as it is currently a chip sealed roadway adjacent to The Ridge Subdivision (between Harmony Road/WCR74 and WCR76). As with all developments in the Town, applicants are required to improve roadways necessary to serve their projects to meet the Town's roadway classification and Town standards. Since the first filing of development is occurring at the extreme north end of the property, staff has proposed to work with the applicant to only require that portion of WCR 13 adjacent to the first filing to be improved to the Town's minimum street standards at this time. The improvements to the southern portion of WCR 13 would be deferred until the adjacent tract is platted and developed. In lieu of the Town requiring the applicant to construct the ultimate road improvements with the first filing, staff is proposing that the chip sealed portion of WCR 13 be utilized in the interim period subject to maintenance requirements as outlined in the following development agreement language:

**Chip Seal Maintenance.** *The Developer shall maintain the chip-sealed portion of WCR 13 to a level of service satisfactory to the Town and the Town of Timnath until such time as the Town of Timnath issues final acceptance of the permanent roadway improvements on WCR 13 as specified in the Annexation Agreement. The Developer shall have thirty (30) days from the issuance of notice to correct a non-conforming roadway condition, regardless of the cause or origin of the condition. The Town may not declare a default under this Agreement during any applicable correction period on account of any non-conforming roadway condition unless it is clear that the Developer does not intend to correct the condition or, because of imminent health, safety and welfare concerns, the Town deems it necessary to act immediately. The Town reserves the right to complete corrective work under this sub-paragraph in the event the Developer does not comply as required, the cost of which shall upon completion become due and payable. Payment of the Town's costs for corrective work undertaken under this sub-section shall be a condition for further building permit issuance within the Property.*

**WCR 13 Completion Date.** *Subject to extensions of time as provided in this sub-section, the Developer shall complete the permanent roadway improvements to WCR 13 as specified in the Annexation Agreement on or before November 1, 2017 ("WCR 13 Completion Date"). The WCR Completion Date shall be extended if at their sole discretion both the Town and Timnath concur that development within the Property has not sufficiently progressed to justify the completion of the improvements, and the chip sealed portions of WCR 13 continue to serve adequately. No work on the permanent improvements to WCR 13 shall be undertaken until all plans and specifications therefor have been reviewed and approved by the Town and Timnath. Notwithstanding the foregoing, the Town reserves the right to complete the permanent improvements to WCR 13 as specified in the Annexation Agreement in its sole and absolute discretion at any time prior to commencement by the Developer. In such event, the Developer shall reimburse all Town expense associated with the permanent roadway improvements, payment of which shall be a condition of building permit issuance from the date of completion forward.*

**Conformance with Comprehensive Plan:** The application is consistent with the following goals and objectives of the 2016 Comprehensive Plan:

**Chapter 5c - Residential Areas Framework Plan**

**Goal:**

*Support diverse housing and residential neighborhoods to meet the needs of varying family sizes, lifestyles, and income levels.*

**Objective:**

4. *Foster a diversity of housing types and sizes through coordinated land use planning and zoning.*

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

**Recommendation:** At their April 6, 2016 regular meeting, the Planning Commission forwarded a recommendation of approval of the final major subdivision to the Town Board as presented, subject to the following conditions, and staff concurs with this recommendation:

1. Applicant shall address mineral owner concerns prior to the Town Board's consideration on the subdivision;
2. Applicant shall finalize the development agreement, incorporating staff's recommended development agreement language on the chip seal maintenance and ultimate buildout of WCR13/County Line Road;
3. Applicant shall work with staff to finalize the infrastructure improvement drawings addressing all remaining staff comments;
4. All remaining Town comments shall be addressed prior to recordation of the plat and development agreement; and
5. All development requirements shall continue to be met.

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

A neighborhood meeting was held on March 26, 2015 at 5:30 PM in the Community Recreation Center. Notifications for this meeting were as follows:

- March 08, 2015 – legal ad published in the papers
- March 04, 2015 – affidavit of mailing to property owners within 300 feet

The applicant has provided certification that the State's mineral estate owner notification requirements have been met, per C.R.S. §24-65.5-103.

April 11, 2016

Town Board – memo – The Ridge at Harmony Road Subdivision

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

- March 17, 2016 – affidavit of letters mailed to the adjacent property owners
- March 17, 2016 – property posted with notification signs
- March 17, 2016 – legal notice posted on the Town of Windsor website
- March 18, 2016 – legal ad published in the Tribune

**Enclosures:** Resolution No. 2016-23  
Application materials  
Neighborhood meeting notes  
Planning Commission minutes excerpt (July 15, 2015 Preliminary Plat Approval)  
DRAFT Planning Commission minutes excerpt (April 6, 2016 Final Plat Review)  
Windsor-Timnath IGA regarding County Line Road Maintenance and Operations  
Staff PowerPoint

pc: Jeff Mark, The Landhuis Company, applicant's representative

TOWN OF WINDSOR

RESOLUTION NO. 2016-23

A RESOLUTION OF THE WINDSOR TOWN BOARD APPROVING THE FINAL PLAT FOR THE RIDGE AT HARMONY ROAD SUBDIVISION IN THE TOWN OF WINDSOR, COLORADO

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

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

WHEREAS, The Ridge at Harmony Road Subdivision (“Subdivision”) proposes to subdivide land located within the Town; and

WHEREAS, the owner/developer of the Subdivision has presented the Town with The Ridge at Harmony Road Subdivision Final Subdivision Plat (“Subdivision Plat”), a reduced copy of the plat overview sheet which is attached hereto for reference purposes, and is designated “Exhibit A”; and

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

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

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

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

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 11<sup>th</sup> day of April, 2016.

TOWN OF WINDSOR, COLORADO

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John S. Vazquez, Mayor

ATTEST:

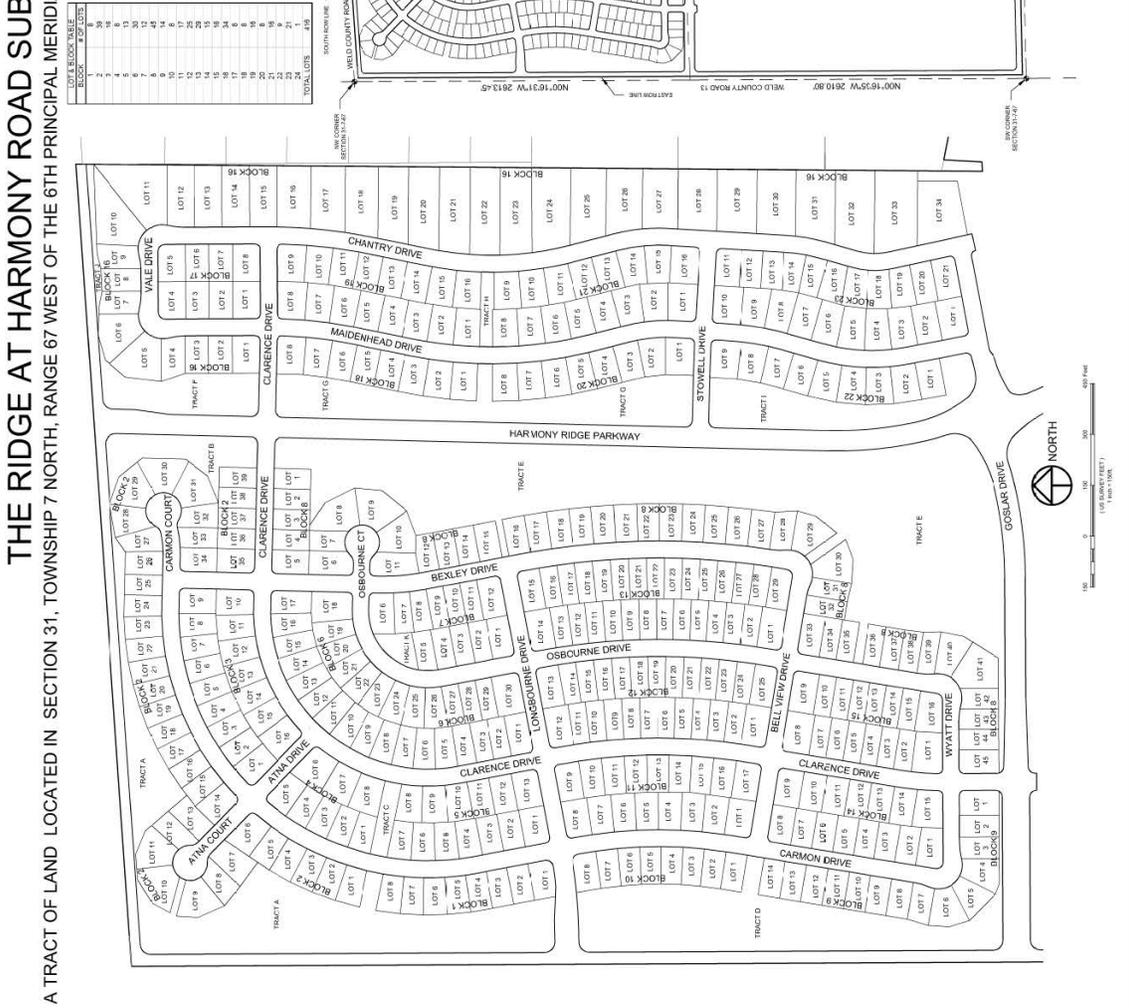
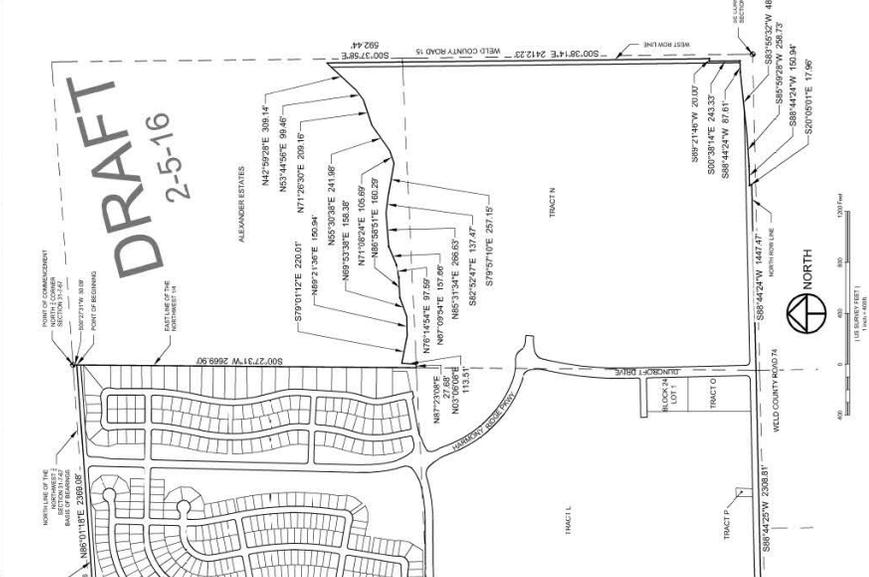
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Patti Garcia, Town Clerk

# THE RIDGE AT HARMONY ROAD SUBDIVISION

A TRACT OF LAND LOCATED IN SECTION 31, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO

TRACT	DESCRIPTION	ACRES	PERCENT	INTENDED OWNERSHIP MAINTENANCE BY
TRACT A	Open Space	244.200	5.12%	None
TRACT B	Open Space	11.000	0.24%	None
TRACT C	Open Space	11.000	0.24%	None
TRACT D	Open Space	11.000	0.24%	None
TRACT E	Open Space	11.000	0.24%	None
TRACT F	Open Space	11.000	0.24%	None
TRACT G	Open Space	11.000	0.24%	None
TRACT H	Open Space	11.000	0.24%	None
TRACT I	Open Space	11.000	0.24%	None
TRACT J	Open Space	11.000	0.24%	None
TRACT K	Open Space	11.000	0.24%	None
TRACT L	Open Space	11.000	0.24%	None
TRACT M	Open Space	11.000	0.24%	None
TRACT N	Open Space	11.000	0.24%	None
TRACT O	Open Space	11.000	0.24%	None
TRACT P	Open Space	11.000	0.24%	None
TRACT Q	Open Space	11.000	0.24%	None
TRACT R	Open Space	11.000	0.24%	None
TRACT S	Open Space	11.000	0.24%	None
TRACT T	Open Space	11.000	0.24%	None
TRACT U	Open Space	11.000	0.24%	None
TRACT V	Open Space	11.000	0.24%	None
TRACT W	Open Space	11.000	0.24%	None
TRACT X	Open Space	11.000	0.24%	None
TRACT Y	Open Space	11.000	0.24%	None
TRACT Z	Open Space	11.000	0.24%	None
TOTAL		4740.000	100.00%	



THE RIDGE AT HARMONY ROAD SUBDIVISION  
TOWN OF WINDSOR  
STATE OF COLORADO

PROJECT: 191-001  
DATE: 2/7/18  
SCALE: 1/8" = 1'-0"  
DRAWN BY: [Name]  
CHECKED BY: [Name]

NORTHERN ENGINEERING  
1000 North Lincoln Street, Suite 100  
Windsor, CO 80550  
Phone: (303) 471-1111  
Fax: (303) 471-1112

NOTICE: The owner warrants that the information contained herein is true and correct to the best of their knowledge and belief. The owner does not warrant that the information contained herein is true and correct to the best of their knowledge and belief. The owner does not warrant that the information contained herein is true and correct to the best of their knowledge and belief.

DATE: 2/7/18  
DRAWN BY: [Name]  
CHECKED BY: [Name]

Sheet 2 of 2  
DT 17 - SHIMBOS

"EXHIBIT A"



# 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\*:** The Ridge at Harmony Road

**Legal Description\*:** See attached

**Address/Location\*:** Property bound by WCR 13 on W, WCR 15 on E, WCR 74 on S, WCR on N

**Existing Zoning:** RMU **Proposed Zoning:** N/A

3

**OWNER:**

Name(s)\*: HR Exchange

Company: The Landhuis Company

Address\*: 212 N Wahsatch Avenue Suite 301 Colorado Springs, CO 80903

Phone #\*: 719.635.3200 Email\*: jmark@landhuisco.com

**APPLICANT (Owner or Owner's Representative):**

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

Company: \_\_\_\_\_

Address\*: \_\_\_\_\_

Phone #\*: \_\_\_\_\_ Email\*: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE:**

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

Company: \_\_\_\_\_

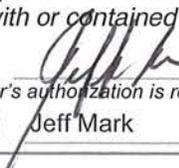
Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

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: 

Date: 7.21.15

(Proof of owner's authorization is required with submittal if signed by Applicant)

Print Name: Jeff Mark

*\*Required fields*

**WHEN RECORDED RETURN TO:**

HR Exchange, LLC  
212 North Wahsatch Avenue, Suite 301  
Colorado Springs, Colorado 80903

**SPECIAL WARRANTY DEED**

THIS DEED is made May 22, 2013, by HARMONY RIDGE LAND, LLC, a Colorado limited liability company ("Grantor"), to HR EXCHANGE, LLC, a Colorado limited liability company, whose legal address is 212 North Wahsatch Avenue, Suite 301, Colorado Springs, Colorado 80903 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), 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, its successors and assigns forever, in all the real property, together with any improvements, situate, lying and being in Weld County, State of Colorado, described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

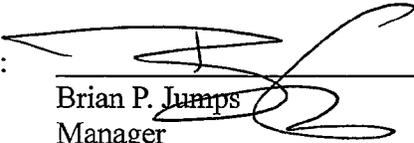
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anyway appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained Property.

TO HAVE AND TO HOLD the Property above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for itself, its successors and assigns does covenant, grant, bargain, and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the Property above conveyed, has good, sure, perfect absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, subject only to those items listed on Exhibit B attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

The Grantor shall and will WARRANT AND FOREVER DEFEND title to the above bargained Property against all and every person or persons claiming the whole or any part thereof by, through, or under the Grantor, subject to the Permitted Exceptions.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed on the date set forth above.

**HARMONY RIDGE LAND, LLC**, a Colorado limited liability company

By:   
Brian P. Jumps  
Manager

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

The foregoing instrument was acknowledged before me this 22nd day of May, 2013, by Brian P. Jumps, as Manager of HARMONY RIDGE LAND, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 12/20/2015



Stephanie M. Reed  
Notary Public

My Commission Expires 12/20/2015

Exhibit A

## Legal Description

## Parcel 1:

Lots A and B of Recorded Exemption No. 0705-31-4-RE 1299, recorded December 30, 1991 in Book 1321 at Reception No. 2273459, being a part of Section 31, Township 7 North, Range 67 west of the 6th P.M., County of Weld, State of Colorado.

## Parcel 2:

Lots A and B of Recorded Exemption No. 0705-31-3-RE612, recorded May 25, 1983 in Book 997 at Reception No. 1928075, being a part of the Southwest 1/4 of Section 31, Township 7 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

Except a parcel of land conveyed to Roy E. Roth and Ruby E. Roth, by deed recorded February 11, 1991 in Book 1290 at Reception No. 2240944, described as follows:

A tract of land in the Southwest 1/4 of Section 31 described as follows:

Beginning at the South 1/4 corner of said Section 31, and considering the South line of said Southwest 1/4 to bear South 89°15'22" West, with all other bearings contained herein being relative thereto; thence South 89° 15'22" West, 97.00 feet; thence North 03°37'10" East, 2105.20 feet to a point on the North-South centerline of said Section 31; thence South 00°58'47" East, 2100.04 feet to the Point of Beginning, County of Weld, State of Colorado.

## Parcel 3:

The Northwest 1/4 of Section 31, Township 7 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

## Parcel 4:

All that part of the East 1/2 of the Northeast 1/4 of Section 31, Township 7 North, Range 67 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado, that lies South of and adjoining the Lake Lee Lateral Canal.

## Parcel 5:

The East 1/2 of the Southeast 1/4 of Section 31, Township 7 North, Range 67 west of the 6th P.M., County of Weld, State of Colorado.

Excepting therefrom a parcel of land conveyed by deed recorded September 23, 1937 in Book 1016 at Page 53.

Also excepting therefrom a parcel of land conveyed by deed recorded November 20, 2000 at Reception No. 2808075.

Parcel 6:

A tract of land located in the Southeast 1/4 of Section 31, Township 7 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado being more particularly described as follows:

Considering the North/South Center line of said Section 31 as bearing North 00°28'00" East and with all bearings contained herein relative thereto:

Beginning at the Center 1/4 corner of said Section 31: thence, along the East/West Center line of said Section 31, North 87°23'05" East, 27.53 feet; thence, departing said East/West Center line, South 03°06'10" West, 597.68 feet to a point on said North/South Center line; thence along said North/South Center line, North 00°28'00" East, 595 .57 feet to the Point of Beginning, County of Weld, State of Colorado.

And including 30 acre-foot units of Colorado-Big Thompson Project water administered through the Northern Colorado Water Conservancy District (Northern Water), 2 shares of The Larimer & Weld Irrigation Company evidenced by Certificate #6174, 6 shares of The Larimer & Weld Irrigation Company evidenced by Certificate #6175, 2 shares of The Windsor Reservoir and Canal Company evidenced by Certificate #586, 2 shares of The Lake Lee Lateral Company evidenced by Certificate #00091, and 9 shares of The Lake Lee Lateral Company evidenced by Certificate #00092.

Exhibit B

## Permitted Exceptions

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims of title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
8. Taxes and assessments for the year 2013, a lien, not yet due or payable.
9. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
10. Water rights, claims or title to water, whether or not shown by the public records.
11. Any interest which may have been acquired by the public in the 30 feet of subject property by reason of resolution of Board of County Commissioners recorded October 14, 1889 in Book 86 at Page 273, which provides for public roads 30 feet on each side of section lines on the public domain.
12. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to J. G. O'Hara, as described in instrument recorded March 28, 1905 in Book 217 at Page 539. (Affects the Southeast 1/4)

13. Reservations made by the Union Pacific Railway/Land Company as described in deed recorded August 7, 1909 in Book 233 at Page 244, and any interests therein or rights there under.

NOTE: Request for Notification of Surface Development recorded May 28, 2002 at Reception No. 2954951. (Affects the North 1/2)

14. Terms, agreements, provisions, conditions, obligations and easements as contained in Agreement, recorded April 12, 1911 in Book 336 at Page 394. (Affects the Northeast 1/4)
15. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to American Telephone and Telegraph Company, as described in instrument recorded November 8, 1940 in Book 1070 at Page 145. (Affects the West 1/2)
16. Lake Lee Lateral Canal, and any and all rights of way, whether in fee or easement only, therefore as evidenced by deed recorded March 24, 1947 in Book 1200 at Page 273, in which the specific location is not defined.
17. Any question, dispute or adverse claims as to any loss or gain of land as a result of any change in the river bed location by other than natural causes, or alteration through accretion, reliction, erosion or avulsion of the center thread, bank, channel or flow of waters in the Lake Lee Lateral Canal lying within subject Land; and any question as to the location of such center thread, bed, bank or channel as a legal description monument or marker for purposes of describing or locating subject lands.

NOTE: There are no documents in the land records of the office of the Clerk and Recorder of Weld County, accurately locating past or present location(s) of the center thread, bank, bed or channel of the above Canal or indicating any alterations of the same as from time to time may have occurred.

18. Reservations made by The Colorado College, as described in deed recorded February 1, 1949 in Book 1241 at Page 298, and any interests therein or rights there under. (Affects the West 1/2)
19. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Sinclair Pipe Line Company, as described in instrument recorded July 31, 1963 in Book 1654 at Page 352. (Affects the West 1/2)
20. Undivided one-third interest in and to all of the oil, gas, and other minerals as conveyed to Amelia Bender by deed recorded January 30, 1964 in Book 506 at Reception No. 1427810, and any interests therein or rights there under. (Affects the East 1/2)
21. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Poudre Valley Rural Electric Association, as described in instrument recorded December 16, 1977 in Book 817 at Reception No. 1738928. (Affects the Southeast 1/4)

22. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Poudre Valley Rural Electric Association, as described in instrument recorded August 10, 1979 in Book 878 at Reception No. 1799596. (Affects Southwest 1/4)
23. Terms, agreements, provisions, conditions, obligations and easements as contained in Special Use Permit, recorded April 23, 1980 in Book 901 at Reception No. 1823140. (Affects Southwest 1/4)
24. Terms, agreements, provisions, conditions, obligations and easements as contained in Recorded Exemption No. 0705-31-3-RE612, recorded May 25, 1983 in Book 997 at Reception No. 1928075. (Affects the Southwest 1/4)
25. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Poudre Valley Rural Electric Association, as described in instrument recorded March 27, 1991 in Book 1294 at Reception No. 2245133. (Affects the Southeast 1/4)
26. Terms, agreements, provisions, conditions, obligations and easements as contained in Land Survey Plat, recorded June 5, 1992 in Book 1338 at Reception No. 2290757. (Affects Southeast 1/4)
27. Terms, agreements, provisions, conditions, obligations and easements as contained in Recorded Exemption No. 0705-31-4-RE 1299, recorded December 30, 1991 in Book 1321 at Reception No. 2273459.
28. Terms, agreements, provisions, conditions, obligations and easements as contained in ALTA/ACSM Land Title Survey, recorded August 21, 2001 at Reception No. 2876619. (Affects West 1/2 and that Parcel 6 of Southeast 1/4)
29. Terms, agreements, provisions, conditions, obligations and easements as contained in ALTA/ACSM Land Title Survey, recorded February 23, 2005 at Reception No. 3262719. (Affects West 1/2)
30. Terms, agreements, provisions, conditions, obligations and easements as contained in Agreement, recorded October 9, 2000 at Reception No. 2798899. (Affects Southeast 1/4)
31. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Poudre Valley Rural Electric Association, as described in instrument recorded December 4, 2000 at Reception No. 2810938. (Affects Southeast 1/4)
32. Terms, agreements, provisions, conditions, obligations, covenants and easements as contained in Dry Up Covenant, recorded February 18, 2003 at Reception No. 3033237. (Affects the West 1/2 and Parcel 6 of the Southeast 1/4)

NOTE: Termination/Release of Interest in Dry-up Covenants recorded October 21, 2008 at Reception No. 3585398.

NOTE: Assignments recorded January 28, 2009 at Reception Nos. 3601696 and 3601697 and September 11, 2009 at Reception No. 3648254.

33. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Northern Colorado Water Conservancy District, as evidenced by instrument(s) recorded September 29, 2010 at Reception No. 3721790.

34. Terms, conditions, provisions, agreements and obligations contained in the Application to Transfer Class D Allotment Contract into Inactive Contract Account as set forth below:

Recording Date: May 17, 2010

Recording No.: Reception No. 3693644

35. Terms, conditions, provisions, agreements and obligations contained in the Application for Class D Allotment Contract as set forth below:

Recording Date: August 22, 2011

Recording No.: Reception No. 3787315

The Ridge at Harmony Road Subdivision  
Neighborhood Meeting  
Thursday, March 26, 2015  
CRC – Aspen Room

Approximately 20 neighbor attendees

**Introductions:**

Associate Planner Josh Olhava introduced Jeff Mark of the Landhuis Company; and outlined the purpose of the meeting.

Jeff Mark gave an overview of the plat showing the audience the overall layout; discussed that it met all requirements of the approved master plan; let the residents know of the general timing for start of development and subsequent home sales; discussed phasing; discussed water and sewer improvements

Neighbor Request: to only build single-story homes abutting Roth/Alexander

Response: the developer would encourage it but not require such

**Homeowner Questions/Comments/Concerns:**

- C. Discussion and concern about the buildout of Harmony and the intersection of CR13 and Harmony Rd.
  
- Q. Asked about fencing requirements.
- A. Jeff Mark said there would be 6' privacy fencing throughout except abutting Roth/Alexander where there will be split rail.
  
- Q. Asked if there was an HOA and how covenants would be handled
- A. Jeff Mark discussed their metro district and how it will enforce covenants
  
- A. Jeff Mark said they don't anticipate allowing boats/RVs/trailers unless in an enclosed area or out of sight
  
- D. Discussion of a 50' setback for out-structures on lots abutting Roth/Alexander. Jeff Mark didn't commit to 50' but reiterated that he had committed to a setback at the Town Board meeting.
  
- Q. Residents requested a trail/sidewalk/bike lanes along CR76.
- A. Jeff Mark and Josh Olhava said that those were not necessarily required, per Town standards. As development occurs, future improvement may be warranted on CR76. Jeff Mark discussed the trail systems that are required.
  
- C. Ms. Van Ackern pointed out that the lots abutting Roth/Alexander may exceed the 4 units of Harmony Ridge per each lot in Roth Alexander.
- A. Jeff Mark agreed to fix if it didn't conform to the Planning Commission's condition of approval.
  
- Q. Ms. Van Ackern asked Mr. Olhava to convey to the Board that they desire a 50' setback for out-structures and that only single-story homes be built abutting Roth/Alexander.

- D. Discussion about dust mitigation to which Jeff Mark said his contractors would de-water and take standard erosion control measures.
- C. The residents continually asked for larger lots abutting Roth Alexander.
- A. Jeff Mark made no commitment to change any lots but said he would discuss with his ownership.

Mr. Wilkening also stated decorative fencing would be installed around the facility, similar to the fencing around the existing facility.

2. **Preliminary Major Subdivision – The Ridge at Harmony Road Subdivision – HR Exchange LLC., The Landhuis Company, applicant/ Jeff Mark, The Landhuis Company and Jim Birdsall, TB Group, applicant’s representatives**
  - Staff presentation: Josh Olhava, Associate Planner

Per Mr. Olhava, the applicant, HR Exchange LLC and Mr. Jeff Mark of the Landhuis Company, represented by Mr. Jim Birdsall have submitted a preliminary major subdivision plat, known as The Ridge at Harmony Road Subdivision. The subdivision encompasses approximately 441 acres and is zoned Residential Mixed Use (RMU).

Preliminary Plat characteristics:

- 417 single-family residential lots = approximately 82 acres of the site;
- Lots from approximately 6,500 to 20,000 square feet;
- 11 open space tracts (drainage, utility & access) = approximately 31 acres of the site;
- 3 future development tracts = approximately 281 acres of the site;
- 1 commercial lot = approximately 2 acres of the site; and
- approximately 45 acres of public Right-of-Way dedication located throughout the site.

The applicant held a neighborhood meeting on March 26, 2015 in accordance with Chapter 16, Article XXXI of the Municipal Code. There were approximately 20 neighbors in attendance. Please see the enclosed neighborhood meeting notes for discussion topics and responses.

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

Staff recommends the Planning Commission approve the preliminary major subdivision as presented subject to the following condition:

1. All remaining Planning Commission and staff comments shall be addressed in the final major subdivision application.

Mr. Scheffel inquired about the resident request from the public meeting to allow only single story homes adjacent to Roth and Alexander Drive.

Mr. Mark stated some of the lot sizes are up to 30,000 square feet adjacent to Roth and Alexander subdivisions. One of the conditions that was agreed upon was a setback on out structures of 40-50 feet from the rear property line. In addition, it was agreed that only a split rail type of fence would be installed on those lots. There was no agreement or conditions as far as single story homes were concerned but Mr. Mark indicated that Landhuis Company will make every attempt to have builders construct single story homes on those lots.

**Mr. Tallon moved to approve the preliminary major subdivision as presented subject to staff conditions; Mr. Frelund seconded the motion. Roll call on the vote resulted as follows:**

**Yeas – Schick, Tallon, Scheffel, Vissers, Harding, Frelund**  
**Nays – None**  
**Motion carried.**

3. Public Hearing – An ordinance amending the Off-Street Parking Requirements in Article X, Chapter 16 of the Windsor Municipal Code for the purpose of creating a downtown parking district and amending the existing parking regulations within the Town of Windsor
- Staff presentation: Paul Hornbeck, Associate Planner

Per Mr. Hornbeck, town staff has worked in collaboration with consultant Fox, Tuttle, Hernandez to develop an ordinance to amend the off-street parking requirements in the downtown area. The proposed amendment presented at the work session remains unchanged, based on the positive feedback received.

As was previously discussed at the work session, the 2012 Downtown Windsor Parking Study gauged perception of parking downtown through surveys of downtown business owners, employees, and visitors. In general, responses indicated that parking was only a problem on occasion. The study also found that non-event days were not reaching the capacity of the parking system and that current parking supply was about 40% underutilized during such times. Additionally, the study found that the overall parking supply was slightly less than what the Municipal Code would require for all current uses, indicating a disconnect between the current parking requirement and actual parking demands. Therefore, the study recommended the need for a strategic adjustment of the parking requirements in the Municipal Code.

This Municipal Code amendment adjusts the parking requirements by giving greater flexibility and more options to property owners downtown. Recent building additions and improvements downtown have shown a growing momentum in downtown but have also shown the current parking regulations can be difficult for property owners to meet. Current parking regulations are applied the same for all properties, regardless of their location within Town. This one-size-fits-all approach does not recognize the unique nature of downtown. By creating a Downtown Parking District, which coincides with the Downtown Development Authority boundary, parking regulations can be targeted specifically to downtown and to encourage continued investment downtown.

The key points of the proposal are as follows:

- Parking ratio of 2 spaces/1,000 square feet for all commercial uses
- Exemption provided for the first 1,000 square of additional space added
- A parking credit is given for adjacent on-street parking at a ratio of 1 space/25 feet of street frontage
- A certain percentage of parking can be provided off-site within 1000 feet, based on building square footage
- New buildings and additions over 20,000 square feet must submit a Parking Management Plan
- A change of use does not require additional parking unless the change is from residential to commercial

Mr. Olhava stated that is a standard Town requirement to screen rooftop mechanical equipment as well as ground mechanical equipment.

Mr. Schinner inquired as to the height between the storage facility and adjacent residential building.

Mr. Olhava stated the site elevations are fairly flat between the two.

Mr. Schinner inquired about the fencing.

Mr. Olhava stated there is the residential fence along with landscaping and a vinyl coated chain link fence that is standard for most industrial exterior storage areas.

Mr. Schinner inquired if there will be any nighttime operations

Mr. Olhava stated that is unknown at this time.

**2. Public Hearing – Final Major Subdivision – The Ridge at Harmony Road Subdivision – HR Exchange LLC., The Landhuis Company, applicant/ Jeff Mark, The Landhuis Company, applicant’s representative**

- Staff presentation: Josh Olhava, Senior Planner

**Chairman Schick opened the public hearing.**

Per Mr. Olhava the applicant, HR Exchange LLC., represented by Mr. Jeff Mark of the Landhuis Company has submitted a final major subdivision plat, known as The Ridge at Harmony Road Subdivision. The subdivision encompasses approximately 441 acres and is zoned Residential Mixed Use (RMU).

Final Plat characteristics:

- 4 total phases of development
- 415 total single-family residential lots and 1 commercial lot;
  - phase 1 = ~154 residential lots
  - phase 2 = ~141 residential lots
  - phase 3 = ~120 residential lots
  - phase 4 = 1 commercial lot
- residential lots range from approximately 6,000 to 20,000 square feet in size;
- 11 open space tracts (drainage, utility & access); and
- 3 future development tracts.

The applicant held a neighborhood meeting on March 26, 2015. There were approximately 20 neighbors in attendance. At the July 15, 2015 regular meeting, the Planning Commission approved the Preliminary Subdivision Plat as presented.

The standard conditions of approval require that all remaining Planning Commission and staff comments be addressed, and the outstanding items that shall be completed prior to recordation of the plat include:

- Applicant finalizing the development agreement, incorporating all remaining staff comments.

- Finalizing the infrastructure improvement plans to incorporate all necessary roadway and site improvements (including but not limited to: all necessary acceleration and deceleration lanes and ground water management plan).

In addition to the aforementioned outstanding items, there is an area of disagreement between the applicant and staff within the development agreement which will be reviewed by the Town Board.

The application is consistent with various elements of the 2016 Comprehensive Plan as well as the Vision 2025 document.

Staff recommends the Planning Commission forward a recommendation of approval to the Town Board subject to the following conditions:

1. Applicant shall finalize the development agreement, incorporating staff's recommended development agreement language.
2. Applicant shall work with staff to finalize the infrastructure improvement drawings addressing all remaining staff comments;
3. All remaining Planning Commission and staff comments shall be addressed prior to recordation of the plat and development agreement;
4. All development requirements shall continue to be met; and
5. The applicant shall address all mineral owner concerns prior to Town Board consideration of the subdivision.

Staff requests the following be entered into the record:

1. Application and supplemental materials;
2. Staff memorandum and supporting documents;
3. All testimony presented during the public hearing;
4. Recommendation.

Jeanne McCreery, 36699 Brian Avenue, Windsor, CO inquired if there are any protocols to minimize dust control where the earthwork is being done. Ms. McCreery reported drifts of dirt are inside an internal courtyard.

Mr. Olhava stated there are dust control plans that are required with all developments and that plan is presented to engineering staff.

Ms. McCreery stated the silt fences are not working.

Mr. Wagner stated silt fences themselves won't stop the dust. There needs to be other measures taken to control dust in a wind storm.

Mr. Jeff Mark with the Landhuis Company stated they are aware of what happened the previous day with the high winds and contact has been made with the general contractor. Currently the area is in conformance with the storm water and dust plans. Additional measures will be taken to crimp and till some of the area to keep the dust down. The unfortunate timing is that that this is the onset and finalization of the over-lot grading. At a further point in the development when some infrastructure work is in the ground other dust control measures will be taken by mulching, seeding and crimping the ground.

Rose Leautaud, 36933 CR 15, Windsor, CO, has concerns of water running across the road at CR 13 and CR 76 as there has never been a drainage issue at the intersection before. Also there is a lot of heavy equipment traffic on CR 15 to CR 76 but the property is adjacent to CR 13. With this project being built could improvements be made to CR 13 and at the intersection at Phase 1? There is a business on CR 15, Walker Landscaping, approved by Weld County, and they have more vehicles than they should have but they are backing their vehicles into the property from CR 15. With heavy equipment traffic moving on CR 15 over the hill they may not see these landscape vehicles being backed into their property.

Mr. Mark stated he is unaware of construction traffic on CR 15 as the heavy earthwork equipment is already on site and has been for several months.

Road improvements will commence upon subdivision approval along CR 76 as well as CR 13 and on Harmony Road but it will still be several months out on those improvements.

Mr. Mark did not have a resolution to the water drainage issues as they were unknown until this public hearing but it will be looked into.

**Mr. Tallon moved to close the public hearing; Mr. Harding seconded the motion. Roll call on the vote resulted as follows:**

**Yeas – Schick, Tallon, Scheffel, Schinner, Vissers, Harding, Annable**

**Nays – None**

**Motion carried.**

**3. Recommendation to Town Board – Final Major Subdivision – The Ridge at Harmony Road Subdivision – HR Exchange LLC., The Landhuis Company, applicant/ Jeff Mark, The Landhuis Company, applicant's representative**

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

Mr. Olhava had nothing further to add.

Mr. Schinner commented that he would like to see construction traffic go along CR 13 for safety reasons or make the improvements at Harmony Road and CR13 a priority.

Mr. Schinner inquired if there are turn lanes at CR 13.

Mr. Olhava stated there are no turn lanes on CR 13 but there are turn lanes at CR 15 so that may explain why construction traffic has chosen that route. Turn lanes are planned for Phase 1.

Mr. Ballstadt inquired if the Planning Commission would like to make that a condition of approval to the recommendation.

The general consensus of the Planning Commission is to not dictate a construction traffic route or make any changes to the prioritization of road improvements as a condition of the recommendation.

Mr. Scheffel inquired about the Anadarko memo and the designation of certain areas of this parcel for their development.

Mr. Mark stated discussions have been initiated with Anadarko over the last two years knowing they have the mineral rights and proposed giving them a surface use agreement which is south of the lot layout. If Anadarko was to drill, having that pad site

on the property helps the metro district since the metro district will benefit from the mill levy through the revenues that are generated. The applicant is in favor of working with Anadarko but is unsure how to keep them engaged and moving forward. Mr. Ballstadt stated it is the responsibility of the applicant to work with the mineral owner. That agreement will need to be completed as soon as possible as the Town is statutorily required to provide notice to the mineral owners and also to not approve anything that might impair their ability to access the minerals.

**Mr. Tallon moved to forward a recommendation of approval to the Town Board for The Ridge at Harmony Road Final Major Subdivision as presented subject to the five conditions stated by staff; Mr. Harding seconded the motion. Roll call on the vote resulted as follows:**

**Yeas – Schick, Tallon, Scheffel, Schinner, Vissers, Harding, Annable**  
**Nays – None**  
**Motion carried.**

4. Election of secretary for remainder of the 2016 calendar year
  - Staff presentation: Carlin Barkeen, Chief Planner

Per Ms. Barkeen Commissioner Frelund previously held the position of Secretary of the Planning Commission. Therefore the Planning Commission will need to elect a Secretary for the remainder of the 2016 calendar

**Mr. Tallon nominated Ron Harding to serve as Secretary of the Planning Commission.**

**Yeas –Schick, Tallon, Scheffel, Schinner, Vissers, Harding, Annable**  
**Nays – None**  
**Motion carried.**

#### **D. COMMUNICATIONS**

1. Communications from the Planning Commission

Mr. Schinner requested a hard copy of the finalized Comprehensive Plan.

Mr. Ballstadt stated an executive summary is being completed by the consultants and when that is finished hard copies will be printed.

Mr. Scheffel inquired if the additions or clarifications have been incorporated into the final Comprehensive Plan.

Mr. Ballstadt stated all additions and clarifications have been addressed.

Mr. Scheffel inquired about the budgeting process that was previously discussed and if there was a timeline on completing that task.

Mr. Ballstadt stated there is not a timeline at this point. Conversations have taken place with the Town Manager however the election was just held and incoming Town Board members have items already on their schedule. There is discussion regarding the potential for a joint work session related to oil and gas and the new laws that the state has adopted.

**An Intergovernmental Agreement  
Between the Town of Timnath, Colorado and the Town of Windsor, Colorado  
Regarding County Line Road Maintenance and Operations**

This Agreement is made and entered into on the 13 day of October, 2014, between the town of Timnath ("Timnath") and the Town of Windsor ("Windsor") each a municipal corporation of the State of Colorado (collectively referred to as the "Parties").

WHEREAS, the Parties' municipal boundaries and respective Growth Management Areas (GMAs) border each other along Larimer County Road 1, also known as Weld County Road 13 (hereinafter referred to as the "County Line Road"); and

WHEREAS, the Parties agree that development within either municipality and along either side of the County Line Road will impact road construction and maintenance; and

WHEREAS, all development along the west side of County Line Road between Harmony Road and Larimer County Road 40 is located within the boundaries of Timnath, and all development along the east side of County Line Road between Harmony Road and Weld County Road 76 is either currently located within the boundaries of Windsor, or will be located within the boundaries of Windsor via future annexations; and

WHEREAS, Windsor may annex certain property, the proposed development of which is predominantly single family homes and is generally located as illustrated on Exhibit A, attached hereto and incorporated herein by reference; and.

WHEREAS, the Parties agree that it is in the best interests of each municipality to reach agreement on the future construction and maintenance of County Line Road and its signage, traffic signals, as necessary, and other appurtenances as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. County Line Road Corridor. This Agreement shall govern the County Line Road Corridor, which is generally described as lying along either side of a one-mile stretch of County Line Road, having its southern boundary at the intersection of County Line Road and Harmony Road (also known as LCR38 and WCR74) and having its northern boundary at the intersection of County Line Road and LCR40, as more particularly depicted on Exhibit B, attached hereto and incorporated herein by reference.

2. **Proposed Development.** The terms of this Agreement are based on the density and land use depicted in Exhibit A. If substantive changes are made to the proposed development, the Parties will evaluate whether or not the impacts to County Line Road of such development have changed and whether a new traffic impact analysis is needed.
3. **Right-of-Way Dedication.** The right-of-way within Timnath and along the west side of County Line Road is seventy feet wide. The current right-of-way along the east side of County Line Road and within Weld County is thirty feet wide. Windsor will require the developer along the east side of the County Line Road Corridor to dedicate an additional forty (40) feet of right-of-way along the east side of County Line Road upon the final platting of any such development. Said dedication shall be for the full length of County Line Road as depicted in Exhibit B. Windsor will work with Timnath to annex the additional dedicated right of way to the Town of Timnath.
4. **Road Construction.** Windsor will require the developer of property along the east side of County Line Road Corridor to construct a rural asphalt cross section street (*i.e.* open drainage ditch, and other elements as approved by both Timnath and Windsor town engineers and per Exhibit C) in conjunction with the construction of any streets that access County Line Road from the east within the County Line Road Corridor. The rural asphalt cross section street required under this section shall be for the full length of the County Line Road Corridor as illustrated in Exhibit B. In the event that development along the east side of the County Line Road Corridor evolves in phases, the road construction requirements of this section shall be constructed to assure that the improvements extend from each phased access to the intersection of Harmony Road and County Line Road or, to the northern terminus of any such improvements previously constructed to the south, as the case may be.
5. **Traffic Control.** Development along the County Line Road Corridor may warrant the construction of a traffic control device or devices at the intersection of County Line Road and Harmony Road. When warranted by data contained within a reliable traffic impact study, and with the concurrence of the Timnath Town Engineer, Windsor shall require the developer of property east of County Line Road and adjacent to the County Line Road Corridor to install a traffic control device or devices. Nothing herein shall prevent Windsor from entering into an agreement for the re-capture of costs from surrounding development benefitted by any traffic control device or devices. Timnath agrees to reimburse Windsor for its share of the costs of any traffic control device or devices above and beyond any private party's fair share upon the further development of property within Timnath that is shown, via a traffic impact analysis to contribute to the need for the traffic control device or devices in question.

6. Road Maintenance. The costs of roadway maintenance within the County Line Road Corridor shall be borne in equal shares by the Parties. As an operational matter, Timnath will be responsible for maintenance of County Line Road in accordance with generally-accepted roadway maintenance standards. Timnath shall submit documentation of reimbursable costs incurred by Timnath during the previous twelve (12) months to Windsor by July 1 of each year, commencing 2015. Windsor shall reimburse Timnath for Windsor's share of said costs within thirty (30) days of receipt of Timnath's documentation. In order to assure sound budgetary practices, Timnath shall wherever practical notify Windsor by no later than August 1 of any significant reimbursable cost items anticipated for the coming twelve (12) months.

For the purposes of this Agreement, reimbursable road maintenance costs shall include but not be limited to:

- a. Snow plowing.
  - b. Salting or other method of de-icing or snow removal.
  - c. Street sweeping.
  - d. Surface and subsurface repairs including crack sealing, pothole repair, base repair, and striping.
  - e. Right of way mowing and shoulder maintenance
  - f. Traffic control signage installation, repair and replacement.
  - g. Repair and replacement of traffic control devices installed pursuant to this Agreement.
  - h. Street light maintenance and repair or replacement, if any.
  - i. Sidewalk maintenance, repair or replacement, if any.
7. Dispute of Costs. If there is any dispute between the Parties on what constitutes eligible costs of maintenance and/or repair, the Town Managers of each municipality shall come to agreement on an appropriate resolution.

8. Future Development and Agreement. The Parties acknowledge that future development elsewhere along County Road Line will impact the road, but that development densities and land uses are not confirmed at this time. The Parties agree to work in good faith on future agreements or amendments to this Agreement as future developments are proposed or approved.
9. No Third-Party Rights. This Agreement is made solely for the benefit of the Parties hereto, and is not intended nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.
10. Non-Compliance. If either Party fails to comply with the provisions of this Agreement, the other Party, after providing written notification to the non-complying Party and upon the failure of the non-complying Party to achieve compliance within a reasonable time after such notice under the circumstances, or ninety days, whichever is less, may maintain an action in a court of competent jurisdiction in Larimer County for specific performance, injunctive, or other relief.
11. Additions and Modifications. The Parties hereto agree that they shall cooperate with one another in making such additions and modifications to this Agreement as may be necessary to effectuate its purposes.
12. Term and Termination.
  - a. Term. This Agreement shall be effective on the date upon which Windsor issues construction acceptance for any roadway improvements that create access to County Line Road from the property lying east of County Line Road adjacent to the County Line Road Corridor (the "Effective Date"), and shall remain effective until terminated in accordance with this section or as may be otherwise permitted by this Agreement.
  - b. Mutual Termination. The Parties may mutually agree in writing to terminate this Agreement. A Party may refuse a request to terminate this Agreement for any or no reason.
  - c. Unilateral Termination. Either Party may terminate this Agreement without cause or reason by providing written notice of termination ("Notice of Termination") to the other Party which notice complies with the requirements of this Agreement. Such notice shall be delivered to the other Party prior to June 30<sup>th</sup> of the calendar year preceding the calendar year in which the termination will be effective and, if so tendered, shall be effective at 11:59

p.m. on December 31 of the calendar year within which such notice is so tendered. By way of example and not limitation, if a Party desires to terminate this Agreement effective December 31, 2018, Notice of Termination must be delivered to the other Party no later than June 30, 2017 in order for the Notice of Termination to be valid and effective.

d. Termination for Cause. Should a Party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section, "reasonable time" shall be not less than ten (10) business days.

13. Colorado Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado with venue in Larimer County.
14. Assignment. Neither Party may assign this Agreement without the prior express written consent of the other Party. Any attempted assignment that violates the provisions of this section shall be null and void and without effect. Nothing herein shall prevent either Party from entering into an agreement with a third party to perform services in connection with this Agreement, provided that each Party shall remain responsible for the performance of its respective obligations under this Agreement.
15. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.
16. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to a Party, its officials, employees, contractors, or agents, or any other person acting on behalf of a Party and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.
17. Cooperation Concerning Third Party Claims. Each Party shall promptly deliver to the other Party a copy of the following document(s) after receipt:

- A. Any written letter, statement, or electronic mail message received by a Party asserting harm, damage, or claim of any nature against Timnath or Windsor arising or resulting from the performance or failure to perform pursuant to this Agreement.
  - B. Any written notice of claim whether or not made pursuant to C.R.S. § 24-10-109 asserting that Timnath or Windsor committed or is responsible for any intentional tort or negligence occurring within County Line Road.,
  - C. Any complaint filed in any state or federal court which names Timnath or the Windsor, or an official, officer, employee, contractor, or agent of Timnath or Windsor which complaint cites or references this Agreement or the portions of County Line Road which lie within the County Line Road Corridor.
18. Waiver. A waiver of a breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.
19. Appropriation. Notwithstanding the provisions in Paragraph 12, pursuant to C.R.S. § 29-1-110, any financial obligations of Timnath and Windsor contained herein that are payable after the current fiscal year are subject to annual appropriation. The Parties each represent that they have appropriated or have adequate reserve funds readily available for appropriation to meet any financial obligation that may arise following the Party's election to terminate this Agreement. The Parties each represent to the other that this Agreement does not violate Article X, Section 20 of the Colorado Constitution (TABOR).
20. Notices. All notices or other communications hereunder shall be sufficient given and shall be deemed given when personally delivered, or after the lapse of ten business days following mailing by certified mail, postage prepaid, addressed as follows:
- To Timnath:                      Town of Timnath  
    Attention: Town Manager  
    4800 Goodman Street  
    Timnath, CO 80547
- To Windsor:                        Town of Windsor  
    Attention: Town Manager  
    301 Walnut Street  
    Windsor, CO 80550

21. Severability. If any portion of this Agreement is finally held invalid or unenforceable by a court of competent jurisdiction as to either Party or as to both Parties, the Parties agree to take such action(s) as may be necessary to achieve the greatest degree possible the intent of the entirety of this Agreement. If any portion of any other paragraph of this Agreement is finally held invalid or unenforceable by a court of competent jurisdiction as to either party or as to both Parties, such invalidity or unenforceability shall not affect the other paragraphs of this Agreement, except that any corresponding right or obligation of the other Party shall be deemed invalid.
22. Additional Assurances. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.
23. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
24. Amendments. This Agreement may be amended in writing only by the mutual agreement of the governing bodies of the Parties hereto.
25. Reliance by the Parties. Windsor and Timnath understand that each is relying upon all of the promises made by the other in this Agreement, and each agrees:
  - a. Not to assert to any court or other body the invalidity or unenforceability of any portion of this Agreement;
  - b. To promptly notify the other Party of any legal action which might affect this Agreement;
  - c. To allow the other Party to participate in such legal action as the other Party deems appropriate; and
  - d. To defend this Agreement in such legal action.

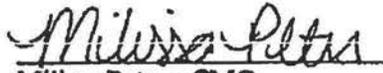
*(remainder of this page intentionally left blank)*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

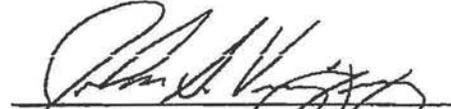
TOWN OF TIMNATH, COLORADO

  
\_\_\_\_\_  
Jill Grossman-Belisle, Mayor

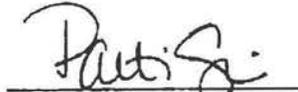
ATTEST:

  
\_\_\_\_\_  
Milissa Peters, CMC  
Town Clerk

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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



# EXHIBIT A HARMONY RIDGE PROPERTY EXHIBIT TOWN OF TIMNATH



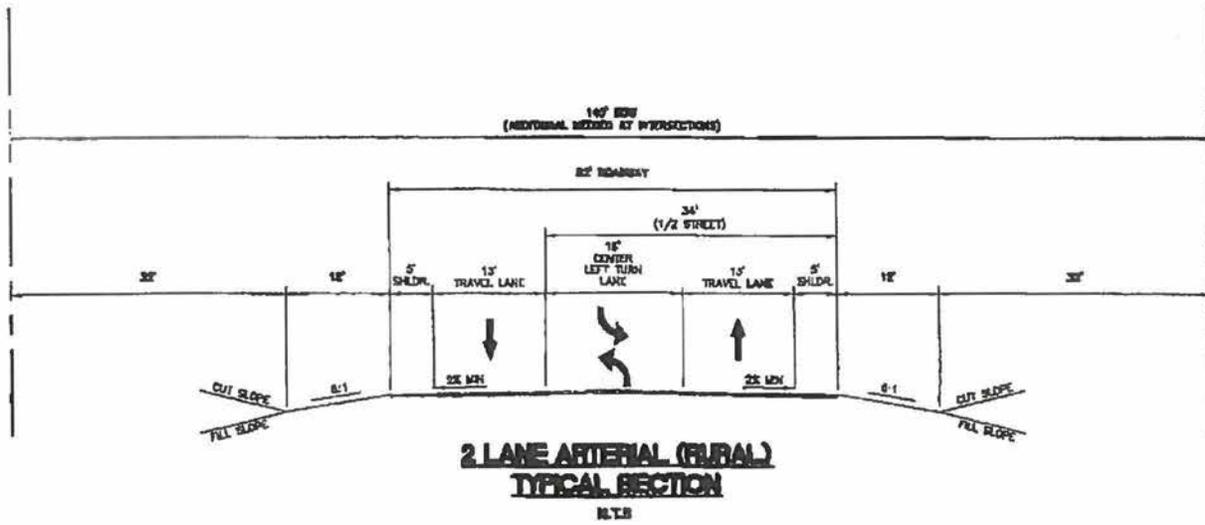
HARMONY RIDGE PROPERTY  
DATE: SEPTEMBER, 2014  
JOB NO. 0879.0000.00  
SHEET 1 OF 1

**TST** TST, INC. CONSULTING ENGINEERS

780 Windsor Way, Suite C, Suite 200  
Fort Collins, Colorado  
Phone: 970.226.0557  
Fax: 970.226.0204



# EXHIBIT C RURAL STREET CROSS SECTION TOWN OF TIMNATH



PROPOSED STREET X-SECTION  
DATE: AUGUST, 2014  
JOB NO. 0879.0000.00  
SHEET 1 OF 1

**TST** TST, INC CONSULTING ENGINEERS  
788 Weber Way, Bldg. C, Suite 200  
Fort Collins, Colorado  
Phone: 970.226.0557  
Fax: 970.226.0504

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# **FINAL MAJOR SUBDIVISION**

## **THE RIDGE AT HARMONY ROAD SUBDIVISION**

Josh Olhava, AICP  
Senior Planner  
April 11, 2016



# MAJOR SUBDIVISION

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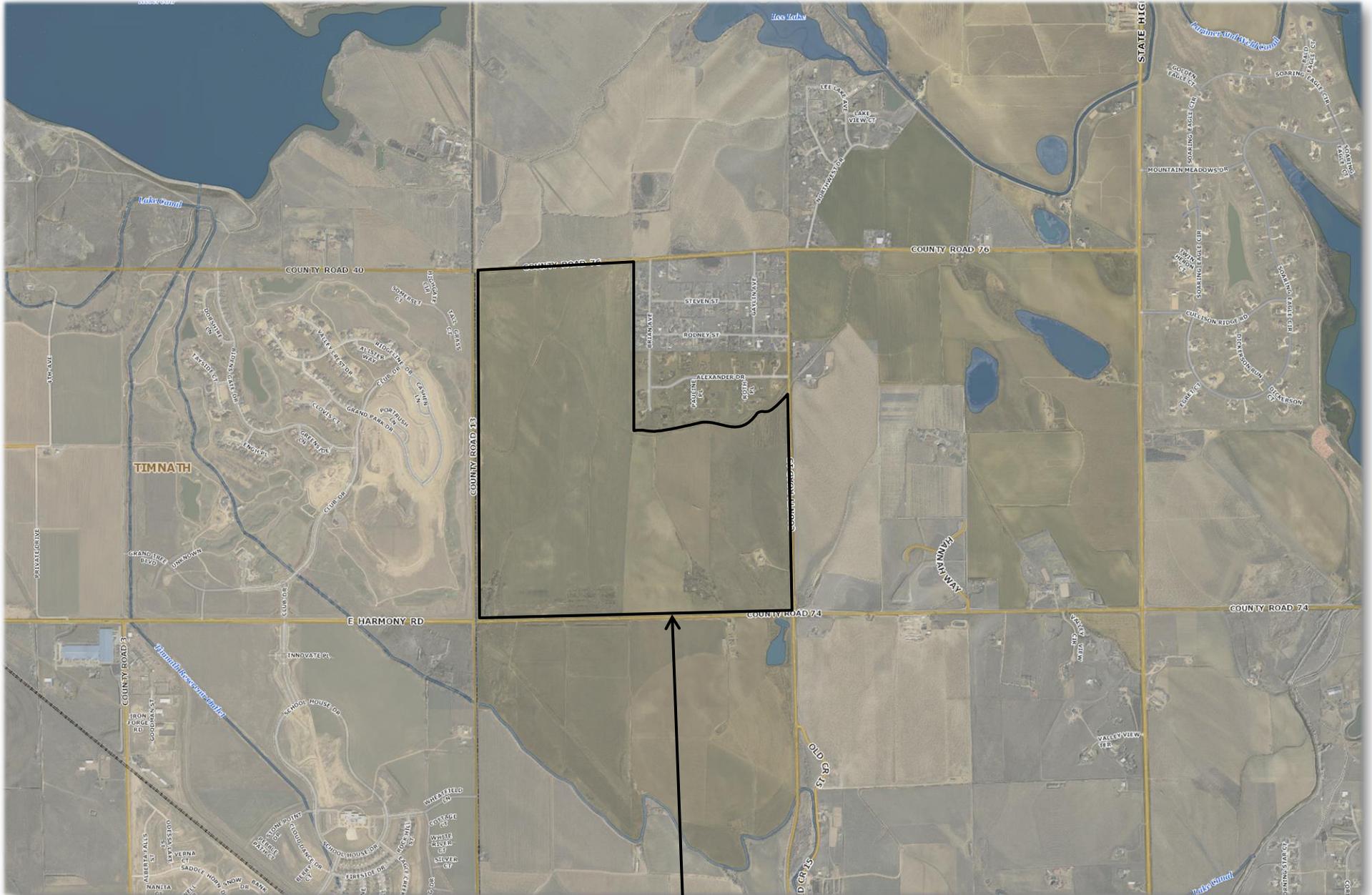
Article IV of Chapter 17 of the Municipal Code outlines the purposes of the Major Subdivision process, including:

## **Sec. 17-4-10. Purpose.**

*The purposes of the major subdivision procedure are:*

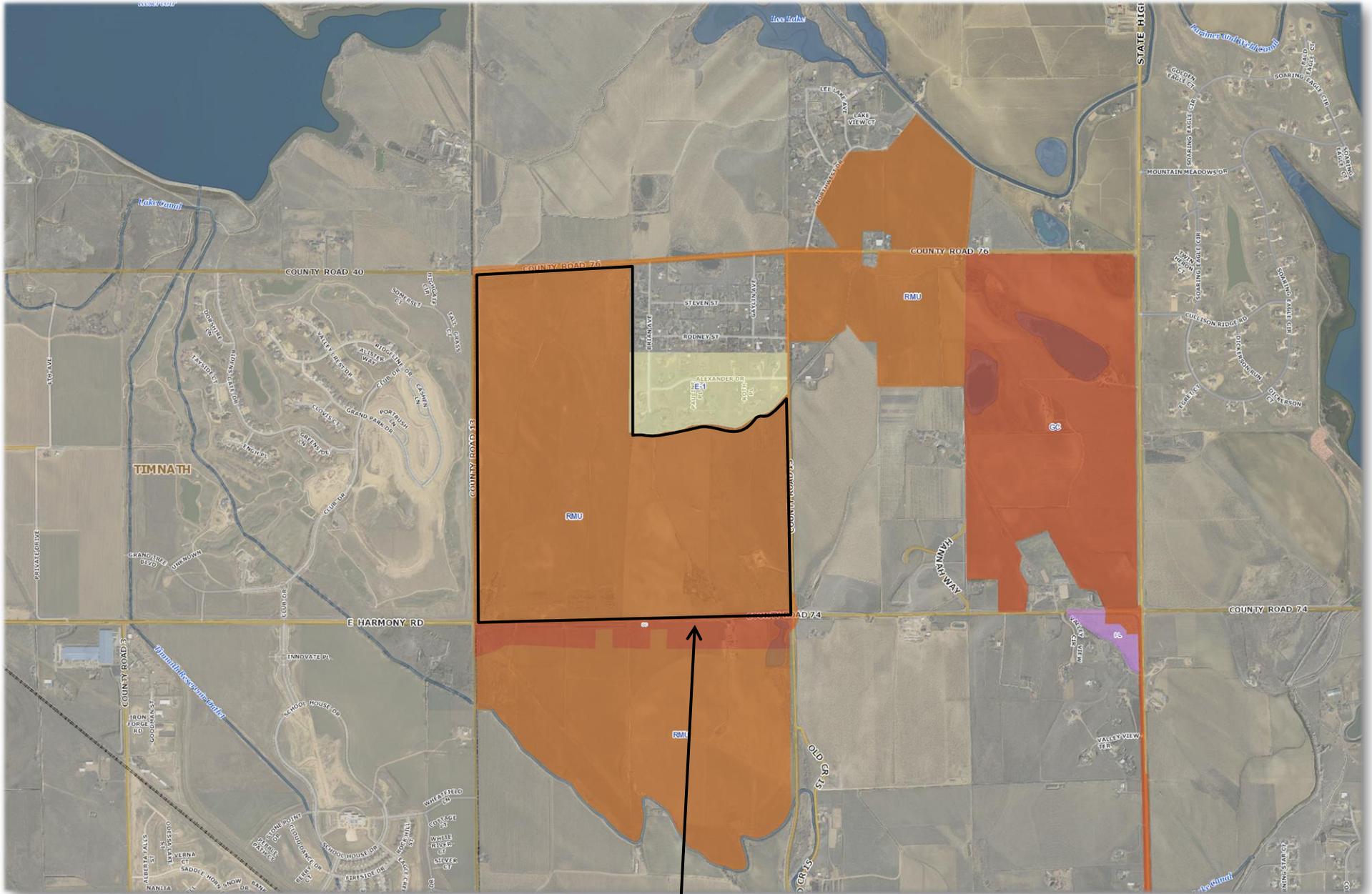
- 1) To divide or reconfigure a parcel or parcels of land into six (6) or more parcels, sites or lots for the purpose, whether immediate or future, of transfer of ownership or building development.*

# SITE VICINITY MAP



Site Location

# VICINITY ZONING MAP

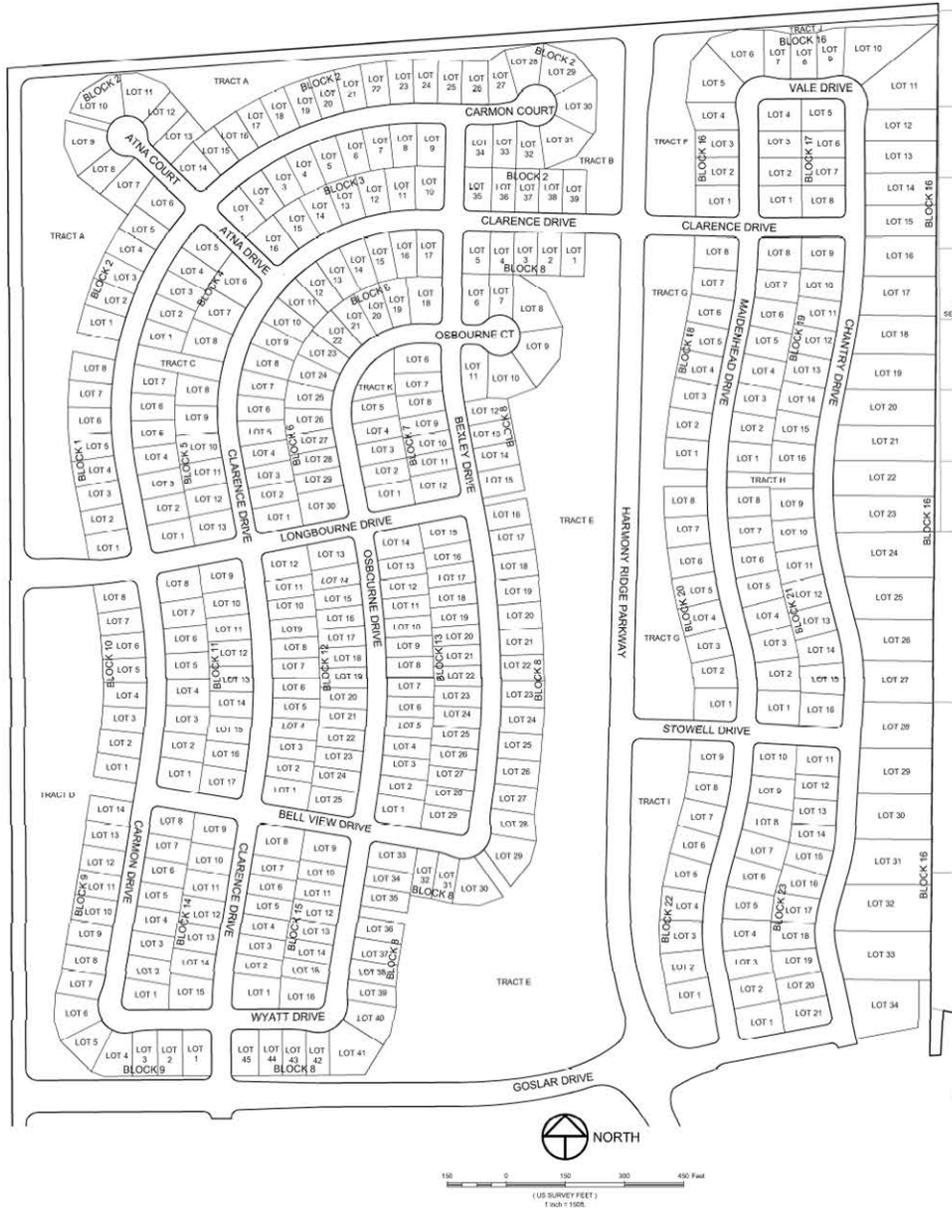


Site Location – Zoned Residential Mixed Use (RMU)

# PLAT OVERVIEW

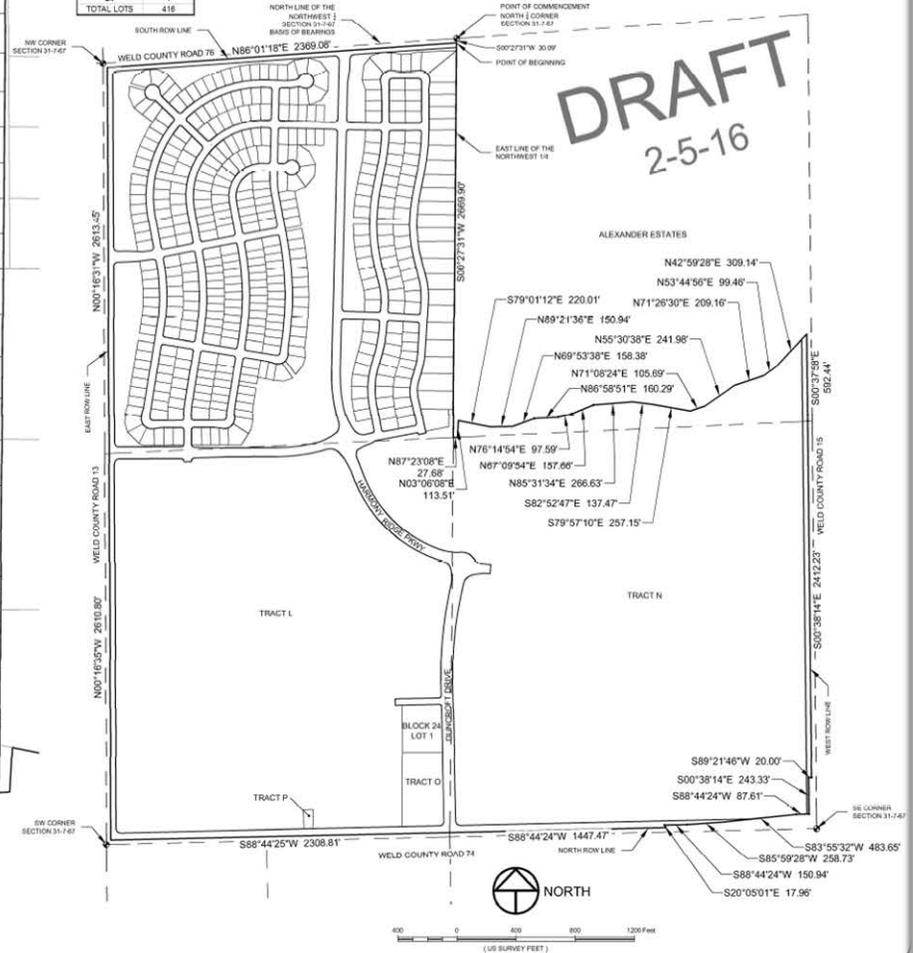
## THE RIDGE AT HARMONY ROAD SUBDIVISION

A TRACT OF LAND LOCATED IN SECTION 31, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO

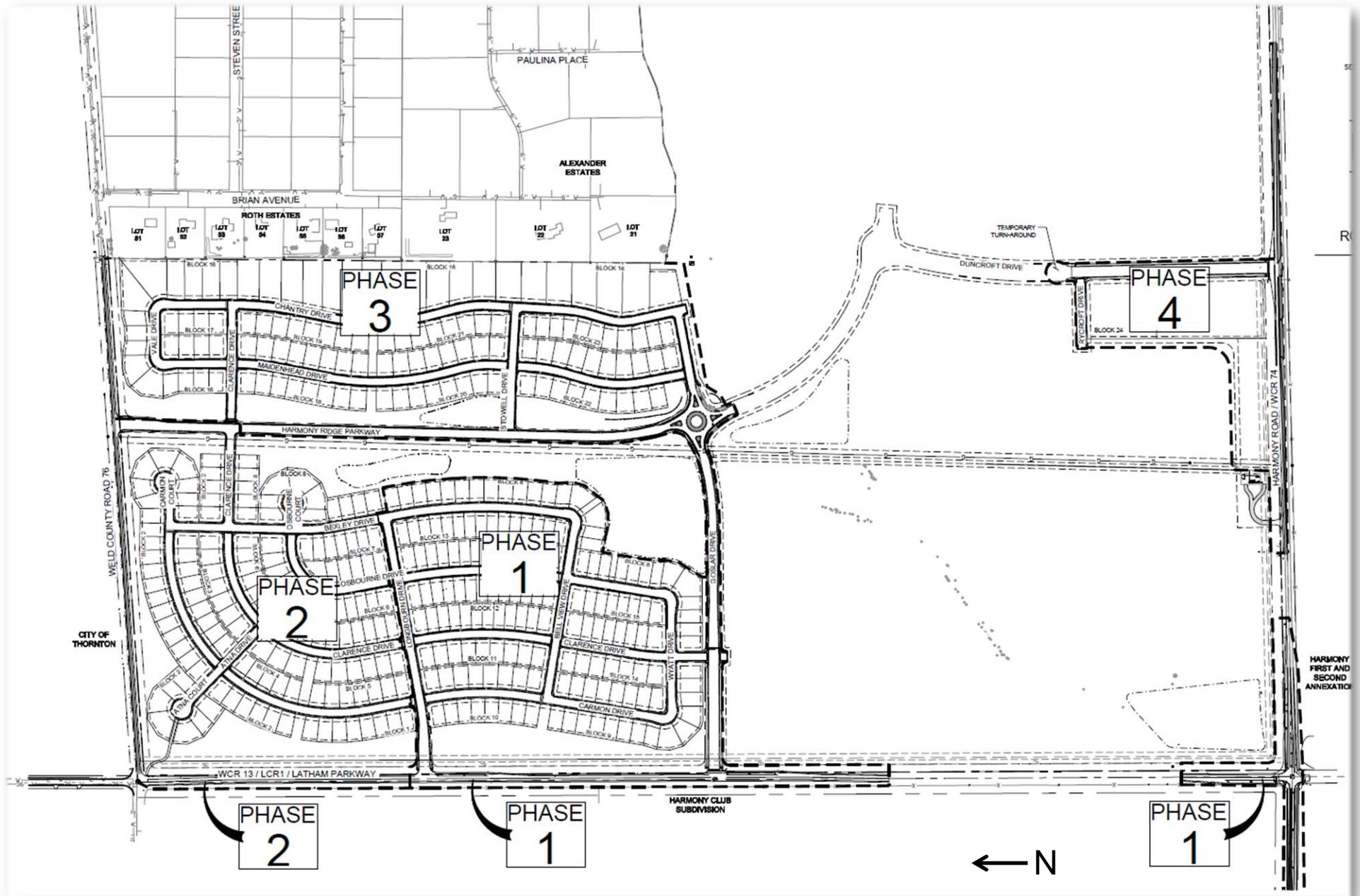


LOT & BLOCK TABLE	BLOCK	# OF LOTS
1	8	8
2	36	36
3	16	16
4	8	8
5	13	13
6	30	30
7	12	12
8	45	45
9	14	14
10	8	8
11	17	17
12	25	25
13	29	29
14	15	15
15	16	16
16	34	34
17	8	8
18	8	8
19	16	16
20	8	8
21	14	14
22	9	9
23	21	21
24	1	1
TOTAL LOTS	416	

PARCEL	DESCRIPTION	DEDICATION	LAND USE TABLE			INTENDED OWNERSHIP/MAINTAINANCE BY
			AREA	PERCENT		
TRACT A	Open Space	Drainage Utility & Access Easement	244,359 S.F.	5.61 AC.	1.27%	Metro District
TRACT B	Open Space	Drainage Utility & Access Easement	43,113 S.F.	0.99 AC.	0.22%	Metro District
TRACT C	Open Space	Drainage Utility & Access Easement	11,050 S.F.	0.25 AC.	0.06%	Metro District
TRACT D	Open Space	Drainage Utility & Access Easement	193,884 S.F.	4.46 AC.	1.01%	Metro District
TRACT E	Open Space	Drainage Utility & Access Easement	204,171 S.F.	4.61 AC.	1.04%	Metro District
TRACT F	Open Space	Drainage Utility & Access Easement	53,699 S.F.	1.23 AC.	0.28%	Metro District
TRACT G	Open Space	Drainage Utility & Access Easement	127,760 S.F.	2.93 AC.	0.68%	Metro District
TRACT H	Open Space	Drainage Utility & Access Easement	8,617 S.F.	0.20 AC.	0.05%	Metro District
TRACT I	Open Space	Drainage Utility & Access Easement	80,559 S.F.	1.85 AC.	0.42%	Metro District
TRACT J	Open Space	Drainage Utility & Access Easement	7,744 S.F.	0.18 AC.	0.04%	Metro District
TRACT K	Open Space	Drainage Utility & Access Easement	8,905 S.F.	0.20 AC.	0.05%	Metro District
TRACT N	Future Development	Drainage Easement	5,038,271 S.F.	115.86 AC.	26.19%	HR Exchange
TRACT O	Future Development	Drainage Easement	7,050,190 S.F.	162.03 AC.	36.69%	HR Exchange
TRACT P	Sanitary Sewer Lift Station	Access Easement	138,843 S.F.	3.17 AC.	0.72%	HR Exchange
TRACT P	Sanitary Sewer Lift Station		8,192 S.F.	0.19 AC.	0.04%	Boulder Sanitation District
ROW	Public Use		1,892,358 S.F.	44.88 AC.	10.19%	Town of Windsor
LOT 1, BLOCK 34	Commercial		92,045 S.F.	2.14 AC.	0.45%	Property Owner
LOTS (415)	Private Residence		3,564,893 S.F.	82.30 AC.	18.64%	Property Owner
TOTAL			18,235,844 S.F.	418.62 AC.	100.00%	



# ROADWAY AND LOT PHASING PLAN



# NOTIFICATION AREA

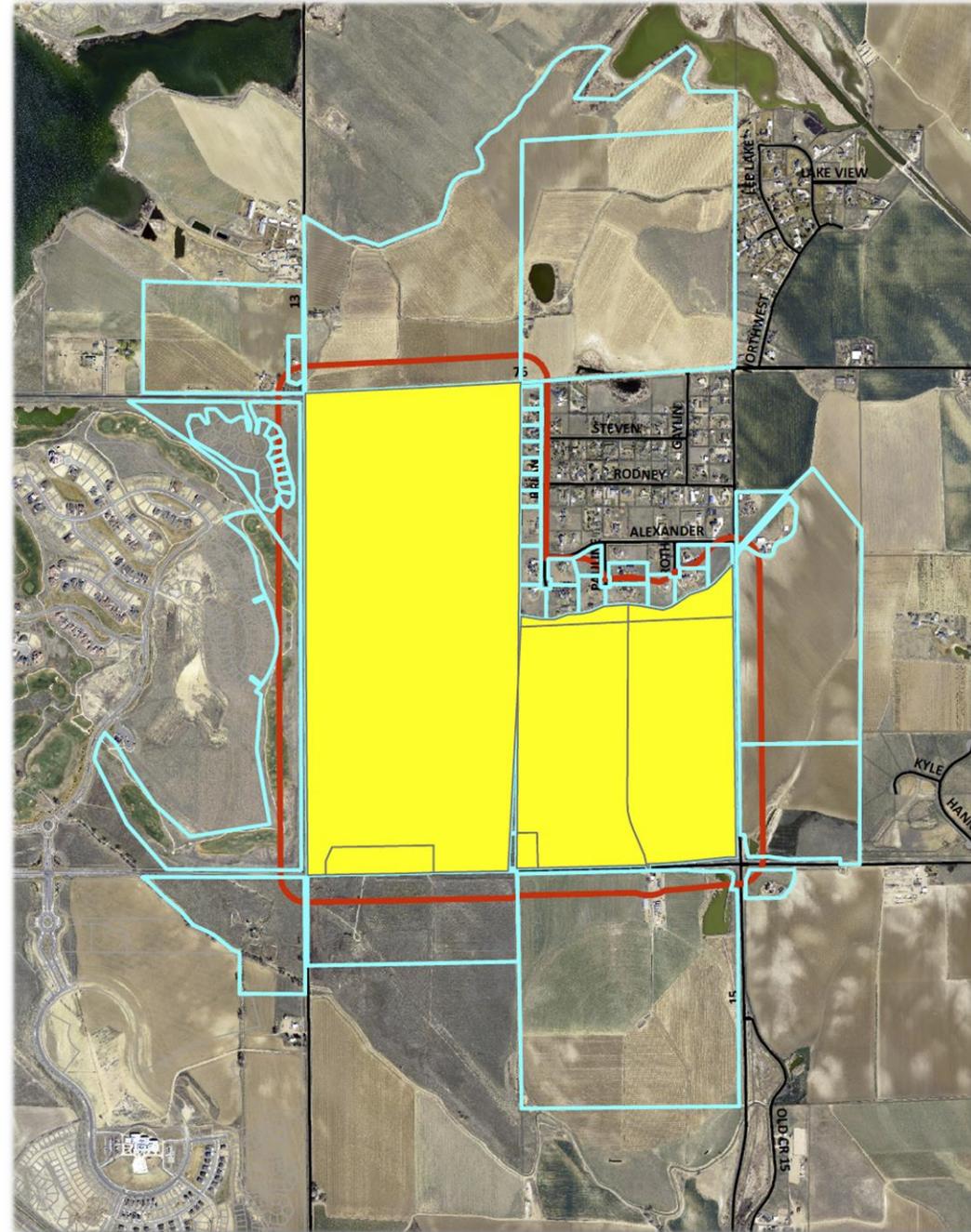
## Notification:

Neighborhood Meeting – March 23, 2015.  
Notifications for this meeting were as follows:

- March 04, 2015 – affidavit of mailing to property owners within 300 feet
- March 08, 2015 – legal ad published in the paper

Public Hearing notifications were as follows:

- March 17, 2016 - affidavit of letters mailed to the adjacent property owners
- March 17, 2016 - property posted with a notification sign
- March 17, 2016 - legal notice posted on the Town of Windsor website
- March 18, 2016 - legal ad published in the Tribune



# RECOMMENDATION

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At their April 6, 2016 regular meeting, the Planning Commission forwarded a recommendation of approval of the final major subdivision to the Town Board as presented, subject to the following conditions, and staff concurs with this recommendation:

1. Applicant shall address mineral owner concerns prior to the Town Board's consideration on the subdivision;
2. Applicant shall finalize the development agreement, incorporating staff's recommended development agreement language on the chip seal maintenance and ultimate buildout of WCR13/County Line Road;
3. Applicant shall work with staff to finalize the infrastructure improvement drawings addressing all remaining staff comments;
4. All remaining Planning Commission and staff comments shall be addressed prior to recordation of the plat and development agreement; and
5. All development requirements shall continue to be met.



# FINAL MAJOR SUBDIVISION

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Staff requests that the following be entered into the record:

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



## MEMORANDUM

**Date:** April 11, 2016  
**To:** Mayor and Town Board  
**From:** Kelly Arnold, Town Manager  
Ian D. McCargar, Town Attorney  
Scott Ballstadt, AICP, Director of Planning  
**Subject:** I-25/SH 392 Corridor Activity Center (CAC) Intergovernmental Agreement (IGA),  
and Enhanced Design Standards  
**Item #:** C.8.

### **Background/Discussion:**

#### **1. Amended and Restated IGA**

The Resolution before you this evening represents your instructions to the Town Manager to present the proposed Amended and Restated Intergovernmental Agreement Pertaining to Development of the Interstate 25/Highway 392 Interchange ("IGA") to the City of Fort Collins. By doing so, the Town is making an offer to the City to modify the terms of the existing IGA. The City has the option to accept our terms, reject our terms or negotiate further. If the City and the Town are able to come to agreed terms, further official action will be required for formal adoption of the IGA as amended. This is really the first step in the active dialogue over the terms of any amendments.

The core of the amendments is to expand the permitted uses in the Corridor Activity Center to include automobile dealerships on the Moreland group's property and single-family detached residential on the Muth property. The amendments modify the revenue sharing formula for sales and property tax revenue arising out of these uses. The amendments call for the City to make arrangements in CAC annexations for identification of a future transit site opposite the Moreland group's property in keeping with the 2008 I-25/392 Improvements Plan commissioned by the Town and the City. Lastly, the amendments incorporate an exhibit containing the Enhanced CAC Design Standards for development on the Windsor side of the interchange.

#### **2. Enhanced Design Standards**

Based on Town Board direction from the March 7, March 28, and April 4, 2016 Town Board work sessions, staff has continued to refine the enclosed CAC Enhanced Design Standards. Among the concerns raised by neighbors at the April 4<sup>th</sup> work session, two common remarks pertained to the width of buffer yards between commercial uses and residential neighbors and building height.

**Buffer Yards.** In order to mitigate negative impacts on residential neighbors, the draft standards include requirements for landscaped buffer yards.

Section 16-21-40 of the Municipal Code currently requires buildings to be set back thirty (30) feet where Limited Industrial districts adjoin residential zoning districts. The enclosed draft standards would require a minimum buffer yard width of forty (40) feet with options to increase that width to fifty (50) or sixty (60) feet. The table in the standards requires denser landscaping if the buffer is 40 feet and less dense landscaping is required if wider buffer yards are provided.

While the 40-foot minimum width would be more stringent than any other adopted setback requirements that the Town has in place, several neighbors indicated they would prefer an even wider buffer of 80 to 100 feet. The owners of the property proposed for automobile sales have indicated a willingness to provide up to a fifty (50) foot buffer; however, if adopted into the enhanced design standards, the minimum width would apply to all other properties within the CAC as well. Therefore, the Town Board may consider addressing the specific buffer yard in question in a separate agreement with the property owner as part of the subdivision process. Such agreement could specify the width, the density of landscaping, timing of installation and other details.

**Building Height.** The enclosed Enhanced Design Standards have not included language regarding building height, as building height is part of the existing design criteria that were adopted by Windsor and Fort Collins in 2011. Those criteria in Section 17-13-440(3) of the Municipal Code establish a maximum building height of ninety (90) feet within the CAC.

Windsor's Comprehensive Plan identifies the I-25/SH 392 interchange as a regional commercial/employment node which would accommodate a mix of commercial and higher density residential uses and the I-25 Corridor Plan identifies it as an activity center. The taller building height within the CAC is intended to allow for these types of uses.

If the board wishes to propose an amendment to the current maximum building height to Fort Collins for consideration, the underlying Limited Industrial zoning of the property allows for a maximum height of seventy-five (75) feet, as follows:

Sec. 16-10-50. - Building height regulations.

(b)(3) In zones classified as Central Business CB District or Industrial I-H and I-L Districts, no building or structure shall exceed a maximum height of seventy-five (75) feet.

It should be noted that any future commercial uses proposing to exceed the maximum building height would require Fort Collins consideration in addition to Windsor's own building height modification process.

Lastly, staff also contacted the Fort Collins-Loveland Municipal Airport, which confirmed that the existing ninety (90) foot maximum building height is well within the allowable parameters from an aviation standpoint. The airport referenced the Embassy Suites structure in Loveland as a

benchmark and the City of Loveland confirmed that the height of that building is approximate 96 feet.

**Recommendation:** Approve and adopt the Resolution Authorizing the Town Manager to Propose to the City of Fort Collins an Amendment to the Intergovernmental Agreement Between the Town of Windsor and City of Fort Collins with Respect to Development in the Interstate 25/State Highway 392 Corridor Activity Center, incorporating the CAC Enhanced Design Standards.

**Attachments:**

- Draft CAC Enhanced Design Standards;
- Amended and Restated Intergovernmental Agreement Pertaining to Development of the Interstate 25/Highway 392 Interchange;
- Resolution No. 2016-24 - Authorizing the Town Manager to Propose to the City of Fort Collins an Amendment to the Intergovernmental Agreement Between the Town of Windsor and City of Fort Collins with Respect to Development in the Interstate 25/State Highway 392 Corridor Activity Center (with exhibits)

## Enhanced CAC Design Standards

### General Purpose:

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The intent of these standards is to provide the tools for creating an improved quality of appearance and more integrated mix of land uses for the Windsor Corridor Activity Center (CAC). These standards apply to all development applications within the CAC other than single-family residential development and public parks or open space. These standards supplement all of the Town's adopted design standards and, to the extent that the Town's adopted standards address the following, the stricter of the two shall apply.

### Site Design:

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To the maximum extent feasible, larger sites containing multiple buildings and uses shall be composed of a series of urban-scale blocks of development defined and formed by public or private streets or drives that provide links to nearby streets along the perimeter of the site.

1. In addition to a network of streets and drives, blocks shall be connected by a system of parallel tree-lined sidewalks that adjoin the streets and drives combined with off-street connecting walkways so that there is a fully integrated and continuous pedestrian network.
2. To the maximum extent feasible, remote or independent pad sites, separated by their own parking lots and service drives, shall be minimized. Such buildings shall be directly connected to the pedestrian sidewalk network. All parking areas shall be oriented together to provide shared parking opportunities.

### Landscaping:

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Landscaping shall be incorporated around service areas, building entrances and throughout parking lots, vehicular and pedestrian circulation areas. All landscaping shall be in accordance with the Town of Windsor Tree and Landscape Standards, as amended or replaced. The intent of these standards is to supplement the Tree and Landscape Standards in the I-25 corridor and ensure a high quality appearance within the I-25 CAC gateway.

1. Site landscaping shall be twenty percent (20%) or greater, excluding the 80-foot landscape buffer adjacent to I-25 and any required Buffer Yards.
2. Landscape designs shall strive to incorporate xeric principles.
3. Landscaping shall be located between all adjacent roadways and property lines (streetscape).
4. Berms and walls may also be incorporated as an element for screening.
5. I-25 Landscape Buffer. Landscaping shall be provided adjacent to Interstate 25 in accordance with the following:
  - A. An 80-foot wide landscape buffer shall be provided adjacent to the I-25 right-of-way. Landscaping shall be predominately planted with drought tolerant grasses requiring

minimal irrigation along with occasional bands of shrubs and trees. Buffers shall provide a minimum of two (2) evergreen trees, two (2) shade trees, and four (4) shrubs per one-hundred (100) lineal feet of frontage.

- B. Fences, screen walls, parking or display are not allowed within the 80-foot buffer. Retaining walls should be minimized to the greatest extent possible, and shall not exceed four feet (4') in height.
- C. Parking lots and service areas shall be significantly buffered from I-25 primarily by the use of naturalistic berms and landscaping. Berm heights shall primarily be designed to provide significant buffering of parking lots and service areas, allowing for some visibility of buildings, while providing visual interest along I-25. Berms shall comply with the following:
  - 1. Berms shall range in height from three (3) to seven (7) feet in height, dependent on the proposed finished grade of the adjacent parking lot or service area in relation to the adjacent interstate grade. If I-25 is elevated in comparison to the grade at the edge of the proposed development, berms should be higher to achieve the same buffering effect.
  - 2. Berms shall create a naturalistic appearance raising, lowering, and/or overlapping, to provide adequate buffering.
  - 3. The slope of berms shall generally be no steeper than a ratio of 4:1 to allow for a naturalistic, park-like appearance, and allow for mowing.
  - 4. Berms shall be located along the easternmost portion of the 80-foot landscape buffer adjacent to I-25 while still allowing for a meandering appearance of the berms.
  - 5. Berms shall be predominately planted with drought tolerant grasses requiring minimal irrigation along with occasional bands of shrubs and trees.
  - 6. When berms provide a significant amount of screening of parking and service areas, generally berms greater than five feet in height, the berms and surrounding areas shall primarily be planted with drought tolerant grasses with occasional bands of shrubs and a mix of shade, ornamental, evergreen trees. On average, such areas shall be planted with a minimum of four (4) trees and four (4) shrubs per one-hundred (100) lineal feet. A minimum of 50% evergreen trees shall be provided.
  - 7. When berms which provide lower amounts of screening of parking and service areas, generally berms five feet or less in height, the berms and surrounding areas shall be planted with a higher density mix of shade, evergreen and ornamental trees, in addition to unirrigated grasses and shrubs. On average, such areas shall be planted with a minimum of eight (8) trees and eight (8) shrubs per one-hundred (100) lineal feet. A minimum of 50% evergreen trees shall be provided.
  - 8. The Site Plan development review process shall require that screening and view opportunities are illustrated, including cross-sections and key views from adjacent streets.

6. Parking Lot Screening

- A. The perimeter of all parking areas shall be screened from public or private street, public open space, and adjacent properties by at least one of the following methods for the entire perimeter length:
  - 1. A berm three (3) feet high with a maximum slope of 3:1 in combination with evergreen and deciduous trees and shrubs.
  - 2. A hedge at least three (3) feet high, consisting of a double row of shrubs planted 3-feet to 5-feet on center, depending on the species, in a triangular pattern.
  - 3. A decorative fence or wall made of masonry or other high quality material between three (3) and four (4) feet high in combination with landscaping.
- B. In addition to the above screening, the following landscaping is required:
  - 1. Trees shall be provided at a ratio of two (2) evergreen, one (1) ornamental tree, one (1) shade tree, and four (4) shrubs per one-hundred (100) lineal feet along a public or private street.
  - 2. Trees may be spaced irregularly in informal groupings or be uniformly spaced, as consistent with larger overall planting patterns and organization. Perimeter landscaping along a street may be located in and should be integrated with the streetscape in the street right-of-way.

7. Parking Lot Landscaping:

- 1. In addition to landscape island requirements, large surface parking lots shall be visually and functionally segmented into smaller sections by landscape areas or islands. Each section shall contain a maximum of two hundred (200) parking spaces. Parking areas shall be broken into modules not to exceed two hundred (200) spaces or 18,000 square feet. The perimeter of each module shall be landscaped with a ten foot (10') wide buffer landscaped with shrubs and trees, including one tree every forty feet (40'). Each section shall contain a maximum of two hundred (200) parking spaces.
- 2. Landscape medians and/or islands should strive to incorporate bio swales and/or raingardens throughout a site to manage runoff.

8. Buffer Yards

- A. Applicability. These standards apply to all development applications within the CAC other than single-family residential development and public parks or open space.
- B. Purpose. The purpose of this Section is to provide standards to separate proposed non-residential development from existing single-family residential uses, in order to eliminate or minimize potential nuisances such as dirt, litter, noise, glare of lights and unsightly buildings or parking areas.
- C. Buffer standards. Buffer yards shall be located on the outer perimeter of a lot or parcel adjacent to single-family uses and may be required along all property lines for buffering purposes and shall meet the standards as provided in this Section.
- D. Only those structures used for buffering and/or screening purposes shall be located within a buffer yard. The buffer yard shall not include any paved area, except for

pedestrian sidewalks or paths or vehicular access drives which may intersect the buffer yard at a point which is perpendicular to the buffer yard and which shall be the minimum width necessary to provide vehicular or pedestrian access. Fencing and/or walls used for buffer yard purposes shall be solid, with at least seventy-five (75) percent opacity.

- E. Buffer yard widths are established in the chart below and specify deciduous or coniferous plants required per one hundred (100) linear feet along the affected property line, on an average basis.

		Plants per 100 linear feet along affected property line			
Buffer Width	Plant Multiplier	Shade Trees	Ornamental Trees	Evergreen Trees	Large Shrubs
40	1.00	4	4	3	25
50	.90	3.6	3.6	2.7	22.5
60	.80	3.2	3.2	2.4	20.0

- F. Credit for berm. The required plant units may be reduced by 50% if a landscaped berm is provided with a minimum height of 5 feet.

- 9. Other landscape areas. Landscape areas outside of the I-25 Landscape Buffer, Parking Lot Screening, Parking Lot Landscaping, and Buffer Yards shall consist of at least one (1) tree and five (5) shrubs for every 750 square feet of landscaped area.

**Parking:**

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1. Applicability. These standards apply to all parking lots within the CAC associated with commercial, industrial, or multifamily development.
2. Purpose. The purpose of this Section is to provide standards to enhance the physical appearance of development within the CAC by ensuring parking lots are designed to maintain and enhance the quality of commercial development, manage storm water runoff, reduce heat island effects, and promote a pedestrian friendly and safe environment.
3. Standards. Parking Lots shall be located away from the predominant entries of the buildings to the maximum extent feasible by having the majority of such parking away from the predominant entries of buildings. Such Parking Lots, if located between the primary façades of the building and the adjacent public or private street shall be limited to no more than a single drive aisle with a single row of parking on each side. When this layout does not provide enough parking, additional parking should be distributed on sides of a building that are not a primary façade.
4. Large Parking Lots shall include walkways that are located in places that are logical and convenient for pedestrians.

## Building Design and Orientation:

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The purpose of this Section is to provide standards to enhance the physical appearance of development within the CAC. The intent is not to limit creativity or innovation in architectural design. Applicants that propose architecture that does not comply with the following standards are encouraged to seek alternative compliance.

### Orientation:

1. Fronts of buildings shall face an adjacent public or private street.
2. For buildings with more than one street frontage, facades visible from the street shall incorporate high quality architectural materials, architectural elements and building appearance equivalent to that of the front façade.
3. If the back or sides of buildings are oriented toward public streets, public rights-of-way, or private streets, building details, combined with landscaping and berming, shall be used to create a level of visual interest which is equivalent to that of the front facade of the building.
4. Service areas, loading docks, outdoor storage and mechanical equipment shall not face a public or private street unless they can be completely screened from view of all adjacent roadways and properties with a combination of architectural and landscape materials that complement the building.
5. To the maximum extent feasible, buildings shall be oriented to maintain intermittent views to the west.

### Form/Façade Treatment:

1. All sides of buildings shall be of high quality architecture and building materials.
2. Building sides facing a public or private street shall be architecturally prominent.
3. Entrances shall be clearly defined by architectural elements.
4. Facades shall incorporate a minimum of three (3) of the following architectural elements to emphasize building entries, doorways, walkways and window openings.
  - (a) Canopies or awnings over at least thirty percent (30%) of the openings of the building; or
  - (b) Covered walkways, porticos and/or arcades covering at least thirty percent (30%) of the horizontal length of the front facade; or
  - (c) Projecting trim, ledges or similar architectural accent features between two (2) inches and six (6) inches in width around all windows and doorways; or
  - (d) Raised cornice parapets over entries; or
  - (e) Some other architectural feature or treatment which adds definition to the building openings, walkways or entrances.
5. Ground floor facades that face streets or public walkways must be modulated with features such as windows, entrances, arcades, porches, pilasters, arbors, awnings, recessed or projecting display windows along no less than 75% of the length of the façade.

6. Openings or architectural elements simulating fenestration-like features shall occupy at least twenty percent (20%) of the wall surface area of the first floor of the primary facade and walls adjacent to public rights-of-way, or visible from adjacent properties.
7. No single wall plane shall exceed 30 feet horizontal length or vertical height.
8. Wall planes shall include varying building articulation with a minimum of three feet in projection or depth from an adjacent wall plane.
9. Wall planes shall include a variety of building materials, not to exceed 75 percent of one material.
10. Facades greater than 100 feet in length shall provide a varying roofline.
11. All roof-top equipment shall be fully screened from view of adjacent roadways and properties.

**Roof Form:**

*Buildings Less than 10,000 sq.ft.*

Roofs on primary structures with a floor plate less than 10,000 sq.ft. shall be pitched with a minimum slope of at least 5:12 or provide the appearance of 5:12 pitch through the use of a modified mansard roof. At least one of the following elements shall be incorporated into the design for each 50 lineal feet of roof:

1. Projecting gables
2. Hips
3. Horizontal/vertical breaks

Three or more roof slope planes shall be incorporated into a design.

*Buildings Larger than 10,000 sq.ft.*

Roofs on structures with a floorplate of greater than 10,000 sq.ft. shall have no less than two of the following features:

1. Parapet walls featuring three-dimensional cornice treatment that at no point exceed one-third of the height of the supporting wall.
2. Overhanging eaves, extending no less than 3 feet past the supporting walls.
3. Sloping roofs not exceeding the average height of the supporting walls, with an average slope greater than or equal to 1 foot of vertical rise for every 1 foot of horizontal run.
4. Three or more roof slope planes.

**Compatibility:**

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*Compatibility* shall mean the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. *Compatibility* does not mean "the same as." Rather, *compatibility* refers to the sensitivity of development proposals in maintaining the character of existing development.

To the extent feasible, conditions may be imposed upon approval of a development project in or adjacent to an existing developed neighborhood to achieve compatibility in connection with:

- 1) a complementary or new high quality standard of architectural character for the neighborhood, including building materials and colors which complement or create a new architectural standard for the area;
- 2) softening a building's mass and scale through building articulation, subdividing of building mass, and sensitive orientation of a building on the site;
- 3) creating opportunities for privacy of abutting land uses; and
- 4) limitations on outdoor storage areas, mechanical equipment and deliveries.

## Lighting:

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In addition to compliance with Municipal Code §16-10-100, Site lighting, the following lighting standards shall apply:

- A. In no event shall lighting negatively affect public roadways adjacent to or in proximity of the site.
- B. Exterior building lighting and display lighting shall include fixtures with a dimming interface.
- C. Light poles within 100 feet of a residential use or residentially-zoned property shall not exceed 20 feet in height.
- D. Outdoor lighting shall be limited to a maximum of one thousand (1000) candela per square meter (nits).
- E. Outdoor lighting shall be L.E.D. (light emitting diode) "Dark Sky" compliant, per the International Dark Sky Association requirements for reducing light pollution and minimizing glare, sky glow, spill light and obtrusive light.
- F. Light bulbs shall be soft-white or warm-white hues.
- G. A photometric plan illustrating compliance shall be submitted.

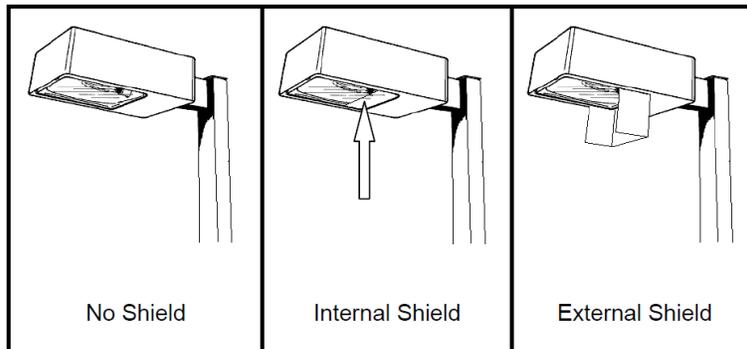
### Lighting Time Limitations

Parking lot/outdoor display lot lighting shall include fixtures with a dimming interface. Lighting shall be reduced within one hour after closing so that the remaining illumination levels are sufficient for security purposes only. Any illumination used after 10:00 p.m. shall be reduced to levels sufficient for security purposes only.

### Shielding

All light fixtures that are required to be fully shielded shall be installed in such a manner that the shielding satisfies the definition of a fully shielded fixture:

1. All light fixtures used in outdoor display lots shall be fully shielded and be aimed so that the direct illumination shall be confined to the property boundaries of the source.
2. All light fixtures used on open parking garages, including those mounted to the ceilings over the parking decks, shall be fully shielded.



### **Certification**

Outdoor lighting shall be designed and certified by an engineer as conforming to all applicable restrictions of this Code before construction commences. Further, after installation is complete, the system shall be again certified by a registered engineer to verify that the installation is consistent with the certified design.

### **Noise:**

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The intent of the following standards is to promote measures that will minimize noise generated on the property and promote compatibility with surrounding land uses.

1. Amplified speakers prohibited. Phones, pagers and other silent methods of communication shall be utilized to communicate between employees, customers and others. Amplified speakers and similar methods of communications shall be prohibited.
2. Vehicle service shall take place within enclosed buildings with closed overhead doors to minimize noise from tools, equipment or other sources.
3. With regard to the operation of motor vehicles, unreasonable noise shall include, but not be limited to:
  - a. The continuous or repetitious sound of any horn or signal device of a motor vehicle, except as a danger signal. For the purposes of these regulations, continuous shall mean continuing for an unnecessary or unreasonable period of time.
  - b. The operation of any motor vehicle in a manner which causes excessive noise as a result of an unlawful, defective or modified exhaust system, or as a result of unnecessary rapid acceleration, deceleration, revving the engine or tire squeal.

### **Outdoor Display:**

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Outdoor display of merchandise for sale or lease is not allowed unless specifically depicted on an approved site plan. Additionally, the following outdoor display standards shall apply to Automobile Dealership uses.

1. In addition to compliance with Municipal Code Chapter 16, outdoor display shall be consistent with the following:
  - a. Lighting, per the CAC design standards.
  - b. Outdoor display areas shall be located on-site and shall not be located in any setback, buffer area, drive aisles, driveways, customer or employee parking, or interfere with any pedestrian walkways, or public right-of-way.
  - c. Vehicle Display Areas shall occur only in areas approved on the Site Plan and shall adhere to the following:
    - i. A maximum of five (5) Vehicle Display Areas shall be allowed in the CAC that front on I-25. A maximum of three (3) Vehicle Display areas that front Westgate Drive shall be allowed in the CAC.
    - ii. No more than three (3) vehicles shall be displayed at any one Vehicle Display Area.
    - iii. Vehicle Display Areas shall be no taller than four feet (4') in height measured from the adjacent grade and shall not be installed at the top of berm areas.
    - iv. The facade of a Vehicle Display Area shall be masonry or other similar high quality material.
    - v. Vehicles shall be displayed parallel to the ground.
    - vi. Rotating displays are not allowed.
  - d. Outdoor display areas, including Vehicle Display Areas, shall include landscaping between the display area and property line with shrubs and perennials. The display area landscaping is a separate requirement from the required parking lot landscaping requirements, landscape buffer area requirements and public right-of-way landscaping requirements.
  - e. Use of balloons, inflatable devices, and any other similar attention getting devices is prohibited.

### **Alternative Compliance:**

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The Planning Commission may approve alternative compliance if it finds that the granting of the alternative compliance would not be detrimental to the public good as follows:

1. The plan as submitted will promote the general purpose of the design standards for which the alternative compliance is requested equally well or better than would a plan which complies with the standard for which alternative compliance is requested; or
2. The approval of alternative compliance would, without impairing the intent and purpose of the design standards, substantially alleviate an existing, defined and described problem of Town-wide concern or would result in a substantial benefit to the Town by reason of the fact that the proposed project would substantially address an important community need specifically and expressly defined and described in the Town's Comprehensive Plan or in an adopted policy,

ordinance or resolution of the Town Board, and the strict application of such a standard would render the project practically infeasible; or

3. By reason of exceptional physical conditions or other extraordinary and exceptional situations, unique to such property, including, but not limited to, physical conditions such as exceptional narrowness, shallowness or topography, the strict application of the design standard for which alternative compliance is sought would result in unusual and exceptional practical difficulties, or exceptional or undue hardship upon the owner of such property, provided that such difficulties or hardship are not caused by the act or omission of the applicant; or
4. The plan as submitted will not diverge from the CAC design standards except in a nominal, inconsequential way when considered from the perspective of the entire development plan, and will continue to advance the purposes of the CAC design standards.
5. Appeals of Planning Commission decisions with respect to Alternative Compliance may be reviewed by the Town Board. The Town Board's decision shall be deemed final.

**Definitions**

Automobile Dealership	"Automobile Dealership" shall have the same meaning as defined in § 12-6-102 (13), C.R.S.
Front Façade	Any side of building with the primary entrance. A Front Façade may also be a Primary Façade.
Parking Lots	All areas used for the parking of vehicles for customers, employees, and visitors, and fleet or business vehicles. In the case of Automobile Dealerships, it shall also mean Vehicle Inventory Lots.
Primary Façade	Any side of building facing toward a public or private street. A Front Façade may also be a Primary Façade.
Vehicle Inventory Lots	Vehicle Inventory Lots shall be considered the same as Parking Lot.
Vehicle Display Areas	An outdoor pad site, typically raised above grade, with physical design characteristics meant to showcase a limited number of vehicles in an attention-getting manner that stands out from vehicle inventory areas within parking lots.

**2016 AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT  
PERTAINING TO THE DEVELOPMENT OF THE  
INTERSTATE 25/STATE HIGHWAY 392 INTERCHANGE**

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE INTERSTATE I25/STATE HIGHWAY 392 INTERCHANGE (“Amendment”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Fort Collins, Colorado, a Colorado home rule municipality (the “City”), and the Town of Windsor, Colorado, a Colorado home rule municipality (the “Town”), collectively referred to herein as the “Parties”.

**RECITALS**

WHEREAS, the City and the Town are situated on opposite sides of Interstate 25 and are both committed to:

- planned and orderly development;
- regulating the location and activities of development which may result in increased demand for services;
- providing for the orderly development and extension of urban services;
- simplifying governmental structure when possible;
- promoting the economic vitality of both municipalities;
- protecting the environment; and
- raising revenue sufficient to meet the needs of their citizens;

and

WHEREAS, on March 22, 2006 the City and Town entered into an intergovernmental agreement (the “2006 Agreement”) that, among other things, defined a Corridor Activity Center in the immediate vicinity of the Interchange (the “CAC”); and

WHEREAS, the 2006 Agreement also set forth the willingness of the City and the Town to work cooperatively toward developing a comprehensive development plan for the CAC and surrounding areas, to explore financing mechanisms for reconstructing the Interchange, and to evaluate potential revenue sharing alternatives; and

WHEREAS, in 2008, the City and the Town authorized the execution of two additional intergovernmental agreements, the purposes of which were to pursue funding for the Interchange and expedite its design and approval by CDOT, and also passed resolutions reaffirming their

**DISCUSSION DRAFT ONLY**

commitment to continued cooperation in the planning, design and construction of the Interchange and approving certain basic principles related to that cooperative effort, including a commitment to long-term, equitable sharing of revenues derived from new development within the CAC; and

WHEREAS, because of the proximity of the two municipalities on either side of the Interchange, the way in which the Interchange is reconstructed and the way in which the property within the CAC is developed will affect the economic and environmental well-being of both communities; and

WHEREAS, the City and the Town worked diligently with each other, with CDOT, and with various elected federal officials, landowners, local officials, and others to promote and fund the design and construction of improvements to the Interchange; and

WHEREAS, the efforts of the City and the Town were successful, and the construction of improvements to the Interchange were completed as intended; and

WHEREAS, on January 3, 2011, the City and the Town entered into that certain Intergovernmental Agreement Pertaining To The Development Of The Interstate I25/State Highway 392 Interchange (“Agreement”); and

WHEREAS, on November 27, 2012, the City and the Town entered into the First Amended Intergovernmental Agreement Pertaining to the Development of the Interstate 25/State Highway 392 Interchange (“First Amended Agreement”); and

WHEREAS, on May 9, 2013, the parties entered into that certain Intergovernmental Agreement Amending the First Amended Agreement with respect to revenue sharing within the CAC; and

WHEREAS, through these various agreements and amendments, the parties have established a comprehensive development plan for land within the CAC, providing for increased coordination of planning and managing development within the CAC, cost sharing for construction of Interchange improvements, revenue sharing, operation and maintenance of the various improvements, providing needed services in the Interchange area, and resolving any conflicts arising with regard to these topics; and

WHEREAS, the City and the Town have both adopted the Northern Colorado Regional Communities I-25 Corridor Plan, which establishes a shared vision for development of property adjacent to Interstate 25; and

WHEREAS, during the years following approval of the Agreement and its various amendments, no development or redevelopment has occurred in the CAC; and

WHEREAS, the parties have undertaken a reevaluation of the Permitted Uses set forth in Exhibit B to the Agreement, and have determined that amendment and clarification of the Agreement is appropriate; and

**DISCUSSION DRAFT ONLY**

WHEREAS, the parties desire to amend and restate their understandings with respect to the Permitted Uses, applicable development standards and revenue-sharing within the CAC; and

WHEREAS, the Colorado Constitution, Section 29-20-101 *et seq.*, of the Colorado Revised Statutes, and the Charters of both the City and Town authorize the City and the Town to enter into mutually binding and enforceable agreements regarding the joint exercise of planning, zoning and related powers.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows.

**SECTION 1. DEFINITIONS**

In this Amended and Restated Agreement, unless a different meaning clearly appears from the context, the following definitions shall apply:

1.1. “2008 Improvement Plan” means that certain I-25/SH392 Interchange Improvement Plan dated April 2, 2008, prepared by EDAW, Inc. through joint effort of the City and Town.

1.2. “Agreement” means the Intergovernmental Agreement Pertaining to the Development of The Interstate I25/State Highway 392 Interchange, and its identified Exhibits.

1.3. “Automobile Dealership” shall have the same meaning as defined in § 12-6-102 (13), C.R.S. “Automobile Dealership” shall not include the sale or leasing of:

1.3.1 Any vessel used or capable of being used as a means of transportation of persons and property on the water;

1.3.2 “Recreational vehicles” as defined in § 12-6-102 (16.5), C.R.S.

1.3.3 “Snowmobiles”, as defined in § 33-14-101 (11), C.R.S

1.3.4 “Off-highway vehicles”, as defined in § 33-14.5-101 (3), C.R.S.

1.4. “City” means the City of Fort Collins, Colorado.

1.5. “Corridor Activity Center” or “CAC” means that joint comprehensive planning area referred to and more fully described on Exhibit A to the Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit A** to this Amended and Restated Agreement.

1.6. “Developable Land” means that portion of each parcel of real property within the CAC upon which buildings, infrastructure or other improvements may lawfully be constructed, taking into consideration the physical characteristics of the property and all applicable state and local laws and regulations.

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- 1.7. “Development Proposal” means an application for the development of a parcel of land within the CAC that will, when approved and constructed, result in an increase of traffic in the CAC.
- 1.8. “Effective Date” means the date that the last party signs this Amended and Restated Agreement, or ten days after the final approval by the governing board of the City or Town, whichever is earlier.
- 1.9. “Enhanced CAC Design Standards” means the standards set forth in Exhibit D, attached hereto and incorporated by this reference as if set forth fully.
- 1.10. “Interchange” means the Interstate 25 and State Highway 392 interchange.
- 1.11. “Party” refers to the City, the Town or in the plural, both the City and the Town.
- 1.12. “Property Owner” means and includes the fee owner of the property as well as any developer or other agent of the fee owner who, acting with the knowledge or consent of the fee owner, submits an application for approval of a Development Proposal or Redevelopment Proposal for such property.
- 1.13. “Property Tax Increment” means the net new revenue generated by property taxes on real property located within the boundaries of the CAC, using a base rate of 9.797 mils, as applied to the assessed valuation developed by Larimer County as of the Effective Date as the baseline.
- 1.14. “Redevelopment Proposal” means an application for the redevelopment of a parcel of land within the CAC that will, when approved and constructed, result in an increase in traffic in the CAC beyond that generated by the development currently in place.
- 1.15. “Sales Tax Increment” means the net new sales tax revenues generated by sales within the boundaries of the CAC, using a base rate of 2.25% and the amount of tax revenue received in the twelve (12) months immediately preceding the Effective Date as the baseline.
- 1.16. “Single-family Residence” means a place of abode containing one (1) unified dwelling space not physically connected with another dwelling space or place of abode.
- 1.17. “Town” means the Town of Windsor, Colorado.
- 1.18. “Windsor CAC” means that portion of the CAC which presently lies within Windsor’s corporate limits.

### **SECTION 2. PERMITTED USES/PREFERRED USES; LIMITATIONS**

2.1. Permitted uses. Land uses within the CAC shall be limited to those uses shown in the respective columns on **Exhibit B**, attached hereto and incorporated herein by this reference. Neither party shall accept, entertain or allow any application for land use within the CAC which is not expressly included in the uses permitted for each as described in Exhibit B. All zoning ordinances or other legislation needed to implement this Section 2 with respect to Automobile

## DISCUSSION DRAFT ONLY

Dealerships and Single-family Residential uses shall be adopted by the Windsor Town Board no later than August 1, 2016.

2.2 Limitations on Certain Uses. Notwithstanding the foregoing reference to permitted uses, and in addition to any applicable land use limitations provided in the Town's Municipal Code, the following specific limitations shall apply:

2.2.1 Limitations on Automobile Dealerships. The following limitations shall apply to all Automobile Dealerships, any portion of which is located in the Windsor CAC:

a. Automobile Dealerships shall be subject to the Enhanced CAC Design Standards referred to in Section 3.1 below. All zoning ordinances or other legislation needed to implement the Enhanced CAC Design Standards shall be adopted by the Windsor Town Board no later than August 1, 2016.

b. The total acreage allocated to Automobile Dealerships shall not exceed thirty-eight and twenty-seven one-hundredths (38.27) acres. All zoning ordinances or other legislation needed to implement this limitation shall be adopted by the Windsor Town Board no later than August 1, 2016.

2.2.2 Limitations on Single-family Residential. The following limitations shall apply to all Single-family Residences, any portion of which is located in the Windsor CAC:

a. No more than forty-five (45) acres of land within the Windsor CAC may be developed for Single-family Residential uses (the "Single-Family Residential Acreage Cap"). The Single-Family Residential Acreage Cap shall include the entire square footage of all lots upon which Single-family Residential uses are constructed, rights-of-way, sidewalks, detention facilities, and open space.

b. No Single-family Residential structure shall be located within Parcel 2 and Parcel 3, as such Parcels are depicted on the attached **Exhibit C**, incorporated herein by this reference as it set forth fully, and further subject to adjustments to the boundaries of each such Parcel made during the site plan and subdivision review and approval process. All zoning ordinances or other legislation needed to implement this limitation shall be adopted by the Windsor Town Board no later than August 1, 2016.

### **SECTION 3. DEVELOPMENT AND DESIGN STANDARDS**

3.1. Applicable Standards. The Parties have heretofore adopted standards and guidelines for development of the properties adjacent to Interstate 25, both individually and cooperatively, and have adopted various land use plans for that area, including the Northern Colorado Regional I-25 Corridor Plan (2001). In addition to these various land use plans, the parties specifically agree that all development and redevelopment within Windsor CAC shall adhere to the Enhanced CAC Design Standards.

3.2. The parties intend that the Enhanced CAC Design Standards shall be applied to assure that land uses in the Windsor CAC are undertaken in a manner that assures quality development,

consistency and harmony within the CAC, and a cohesive atmosphere within a diverse spectrum of uses.

3.3. Review and Approval of Site-Specific Development Proposals.

3.3.1 In order to promote and maintain the commitments of the City and Town with regard to development within the CAC, the Parties hereby jointly agree to the following review process for Development or Redevelopment Proposals for property within the CAC.

a. Neither the City nor Town shall, without the prior written consent of the other Party, approve any use within the CAC which is not identified as permitted under Exhibit B.

b. The Town shall not approve any improvements within the CAC which are inconsistent with the Enhanced CAC Design Standards, except that the Enhanced CAC Design Standards may be modified by Town ordinance, adopted in accordance with the Town's Home Rule Charter, notice of which shall be presented to the City no less than thirty (30) days prior to ordinance introduction. Subject to this exception, the Parties reaffirm that the Enhanced CAC Design Standards shall apply to development the Windsor CAC. To the extent that the City has previously adopted design or development standards for application within the CAC, such standards shall apply unless modified by City ordinance, adopted in accordance with the City's Home Rule Charter, notice of which shall be presented to the Town no less than thirty (30) days prior to ordinance introduction.

c. Plans and specifications for any Development or Redevelopment Proposal on land located within the CAC that are received by either Party after the Effective Date shall, no later than thirty (30) business days prior to taking action, be submitted by the Party having jurisdiction over the proposal to the other Party for review and comment; provided, however, that the Parties may mutually agree to a shorter or longer review and comment period.

d. Such plans and specifications shall include a brief written description of the Development or Redevelopment Proposal and the surrounding vicinity, development maps and graphics, and renderings of all proposed improvements.

e. The receiving Party shall review the materials and respond to the other Party with written comments within the aforementioned thirty (30) business days, or such additional time as the parties may agree. Each party agrees that it shall use its best efforts to provide comments in a timely fashion. However, the Parties expressly agree that any delay in submitting comments shall not require the delay of hearings or decisions by the party having jurisdiction over the Development Proposal.

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f. The Parties shall designate a single point of contact for the communication of materials and comments contemplated by this Section.

g. The review and comment provided for herein is intended to be cooperative in nature, and is not intended to be binding upon the party having jurisdiction to grant, modify, or deny a Development or Redevelopment Proposal and shall not preclude the approval of any such proposal that is consistent with Exhibit B, the Enhanced CAC Design Standards and the provisions of this Agreement.

### 3.3.2. Notice of Incentives.

In the event that either Party extends, or agrees to extend, to any applicant for approval of a Development or Redevelopment Proposal within the CAC, any financial or other incentives in connection with such Development or Redevelopment Proposal, such Party shall provide the other Party with a detailed description of such financial or other incentives prior to the formal approval of the same, excluding only such information as is proprietary in nature. The provision and funding of any such incentives shall be the sole responsibility of the Party having jurisdiction over the Development or Redevelopment Proposal, unless the Parties agree to the contrary in a written amendment to this Agreement.

## **SECTION 4. REVENUE SHARING AND NEW DEVELOPMENT**

4.1. Terms and Conditions. The Parties shall, pursuant to the following terms and conditions, share the Property Tax Increment and Sales Tax Increment generated by properties and businesses located within the boundaries of the CAC.

4.1.1 All tax revenues generated by the Property Tax Increment and Sales Tax Increment shall be deposited by each Party in a separate account and shall not be intermingled with any other funds of that Party.

4.1.2 Except as set forth in sub-sections 4.1.3 and 4.1.4 below, sixty-five percent (65%) of the Property and Sales Tax Increment revenues generated in the CAC shall be retained by each Party for use as that Party sees fit. The remaining thirty-five percent (35%) of such revenues shall be transferred to the other Party by March 1 of the following calendar year. Annual statements showing calendar year total receipts of all such revenues from each of the Property Owners and retailers within the CAC shall be shared with the other Party by February 1 of each year. The Parties agree that these statements are being disclosed solely for tax-related purposes and are therefore to remain confidential.

4.1.3 One-hundred percent (100%) of all Property and Sales Tax Increment generated within any property in which one or more Automobile Dealerships are located in the Town's corporate limits shall be retained by the Town.

4.1.4 One-hundred percent (100%) of all Property and Sales Tax Increment generated within any property in which one or more Single-family Residences are located in the Town's corporate limits shall be retained by the Town.

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- 4.1.5 Any interest earned on deposits in the account described in Section 4.1.1 above shall remain the property of the Party that collected the revenue upon which the interest was earned and shall not be shared.
- 4.1.6 The share distribution shall begin on the Effective Date.
- 4.1.7 Any increase or decrease in the sales or property tax rates of either the City or the Town shall not affect the Property Tax Increment or the Sales Tax Increment due from the City or the Town for the revenue sharing purposes of this Section.
- 4.1.8 In the event either the City or the Town creates one or more exemptions from sales taxes or property taxes, and such exemption(s) results in a reduction in the amount of revenue collected by such Party in the CAC, the Party creating the exemption(s) shall include the exempted amount in its calculation of the amount of Property and Sales Tax Increment revenue that is due to the other Party under this Section as if the exemption(s) had not been created.
- 4.1.9 To the extent permitted by law, this sharing of revenues shall continue in perpetuity.
- 4.2. Cooperation in Attracting New Development. The Parties acknowledge and agree that they may need to cooperate in an effort to attract desirable development. Nothing herein shall preclude the Parties from entering into a subsequent agreement modifying the within Section and creating incentives for development in the CAC beneficial to both Parties. This shall include, but shall not be limited to, an agreement to reduce or eliminate the revenue sources identified in this Section. Any such agreement shall be in writing and set forth the terms under which a modification of this Section will occur.
- 4.3. Bonding. Nothing in this Agreement is intended to restrict either Party from being able to utilize its agreed share of the Property Tax Increment revenue and Sales and Use Tax Increment revenue as collateral or use in underwriting any bond, note, debenture, or other municipal borrowing.

### SECTION 5. INSPECTION OF RECORDS.

The City and the Town shall each have the right to inspect and audit the tax revenue and fee collection records of the other pertaining to this Agreement. If any discrepancy is discovered, the auditing Party shall provide written notice, including a copy of the audit report, to the other Party. Any amount due must be paid within thirty (30) days following the written notice or the Parties must engage in negotiations regarding the discrepancy. If a mutual agreement is not reached in sixty (60) days, the dispute resolution provisions of **Section 7** below will apply.

To the extent permitted by law, all tax and revenue collection information which is obtained by and pursuant to the inspection and audit provisions of this Agreement shall be deemed privileged, confidential and proprietary information and is being disclosed solely for tax-related purposes, including the calculation of revenue sharing payments pursuant to this Agreement.

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The Parties agree that they will not disclose any information to any person not having a legitimate need-to-know for purposes authorized by this Agreement.

The period of limitation for the recovery of any funds payable under this Agreement shall be three (3) years from the date on which the payment is due. Upon the expiration of this period of limitation and any action for collection or recovery of unpaid revenue sharing funds shall be barred.

Each Party and its authorized agents may, upon thirty (30) days' advance written notice to the other, audit the other's records of those taxes and fees which are collected within the CAC and which are being shared pursuant to this Agreement.

### SECTION 6. ANNEXATION

6.1. Amendment of Growth Management Area Boundaries. In order to promote ongoing cooperation and collaboration between the Parties with respect to land use planning on both sides of Interstate 25, and to further the purposes contained in C.R.S. Section 31-12-102 of the Municipal Annexation Act of 1965, the Parties agree that Interstate 25 shall become the boundary between the Fort Collins Growth Management Area ("FCGMA") and the Windsor Growth Management Area ("WGMA"). Accordingly, after the Effective Date, neither Party shall annex, or accept any petition to annex, property within the other Party's growth management area as amended in accordance with this provision. Nor shall either Party annex, or accept any petition to annex, or include within its growth management area, the right-of-way for Interstate 25 adjacent to the other Party's growth management area without the prior written consent of the other Party. Any future amendments to the contiguous boundaries of the FCGMA and the WGMA shall be made only if agreed upon in writing by both Parties.

6.2. County Approval of GMA Boundary Amendments. Both Parties have heretofore entered into intergovernmental agreements with Larimer County that establish the growth management areas of the Parties, which agreements provide for, among other things, the way in which development applications for properties within the FCGMA and the WGMA will be processed by Larimer County. Accordingly, in order to ensure the cooperation of Larimer County in implementing the provisions of this Section, each Party shall, within one (1) year of the Effective Date, seek the approval of Larimer County to amend its agreement with Larimer County so as to reflect the amendments to the FCGMA and WGMA required hereunder. However, the failure of Larimer County to approve either or both such amendments shall not affect the obligation of the Parties to refrain from annexing territory within the FCGMA, the WGMA or the right-of-way for Interstate 25 as required in Section 7.1 above.

6.3. Identification of Potential Future Transit Facility Site. The Parties acknowledge that the 2008 Improvement Plan was adopted by the parties as a vision for the future of the Interchange. The 2008 Improvement Plan contemplated a potential future Bus Rapid Transit terminal capable of serving both sides of the Interchange. In conjunction with the expansion of Permitted Uses to include Automobile Dealerships in the Windsor CAC, the Town is requiring the identification of a potential future transit site on the east side of the Interchange. In order to provide for a parallel potential future transit site on the west side of the Interchange, the City agrees that, as a condition of annexation of property in its portion of the CAC, it will require the annexing

## DISCUSSION DRAFT ONLY

property owner(s) to identify a potential future transit site which generally aligns with the potential future transit site identified on the east side. Nothing herein shall obligate the City to require dedication or reservation of a potential future transit site; this Section shall only require the identification of such a site or sites for future planning purposes. Nothing herein shall require either party to acquire, by negotiation or eminent domain, any future transit site, nor require the establishment of a transit site at any time.

6.4. Effect on Prior Agreements. The provisions of this Section shall supersede and take precedence over any conflicting provisions contained in those certain agreements between the Parties entitled “Intergovernmental Agreement (Regarding Annexations East of Interstate Highway 25)” and “Intergovernmental Agreement (Regarding Annexations in the Fort Collins Cooperative Planning Area Adjacent to Fossil Creek Reservoir), both of which are dated June 28, 1999. In addition, this Agreement is intended to supersede and take precedence over both the Agreement and the First Amended Agreement.

### SECTION 7. MEDIATION/ARBITRATION

7.1. Enforceability of Agreement. The parties acknowledge that agreements between municipalities for the purposes set forth herein are mutually binding and enforceable. The parties likewise acknowledge that the unique nature of agreements between municipalities often require equally unique remedies to ensure compliance with the provisions of such agreements while preserving the obligations of the parties to one and other and promoting the continued existence and effectiveness of such agreements. It is the intent of the parties to this Agreement to provide enforcement remedies through a combination of alternative dispute methodologies including mediation and binding arbitration, and thereby eliminate the necessity of judicial enforcement of this Agreement. Nothing herein shall be deemed to preclude either party from seeking judicial enforcement of any mediation agreement reached between the parties or binding arbitration order entered as a result of the alternate dispute methodologies set forth herein.

7.2. Mediation/Arbitration Process in General. Should either party fail to comply with the provisions of this Agreement, the other party, after providing written notification to the non-complying party, and upon the failure of the non-complying party to achieve compliance within forty five (45) days after said notice, the issue of non-compliance shall be submitted to mediation and thereafter, assuming no resolution has been reached through the mediation process, shall be submitted to binding arbitration. The mediation and binding arbitration processes shall be in accordance with the provisions hereinafter set forth. These mediation and arbitration provisions shall be in addition to questions of non-compliance as aforesaid, apply to all disagreements or failure of the parties to reach agreement as may be required by the terms of this Agreement. This shall include, but shall not be limited to, the creation of joint land use designs and standards, approval or rejection of Development Proposals, and disputed matters concerning shared revenues.

7.3. Sharing of Costs. All costs of the mediation/binding arbitration process shall be divided equally between the Parties.

7.4. Mediation Process. The dispute resolution process shall commence with the appointment of a mediator who shall be experienced in matters of local government and the legal obligations

## DISCUSSION DRAFT ONLY

of local government entities. In the event the parties are unable to agree upon a mediator within fifteen (15) days of the commencement of the process, each party shall within five (5) days appoint an independent third party, and the third parties so appointed shall select a mediator within fifteen (15) days of their appointment. Mediation shall be completed no later than sixty (60) days after a mediator is selected by the parties or by the independent third parties. The procedures and methodology for mediation shall be determined by the mediator, but shall be in compliance with applicable law.

7.5. Binding Arbitration Process. In the event the parties are unable to reach agreement through the mediation process, the matter in dispute shall be submitted to binding arbitration. The parties agree that the order resulting from the arbitration process shall be deemed a final and conclusive resolution of the matter in dispute. The parties shall agree on the appointment of an arbitrator who shall be experienced in matters of local government and the legal obligations of local government entities. It is understood and agreed that the parties may agree upon the appointment of that person who conducted the mediation portion of this process as the arbitrator, but are not bound to do so. In the event the parties are unable to agree upon an arbitrator within fifteen (15) days, each party will appoint an independent third party, and the third parties so appointed shall select an arbitrator within fifteen (15) days of their appointment. Arbitration shall be completed no later than ninety (90) days after an arbitrator is selected by the parties or by the independent third parties. The procedures and methodology for binding arbitration shall be determined by the arbitrator, but shall be in compliance with applicable law.

### **SECTION 8. CONTINGENT ON APPROPRIATIONS**

The obligations of the City and Town do not constitute an indebtedness of the City or Town within the meaning of any constitutional or statutory limitation or provision. The obligations of the City and Town for payment of the Sales Tax Increment and Property Tax Increment under this Agreement shall be from year to year only and shall not constitute a mandatory payment obligation of the City or Town in any fiscal year beyond the present fiscal year. This Agreement shall not directly or indirectly obligate the City or Town to make any payments of Sales Tax Increment or Property Tax Increment beyond those appropriated for any fiscal year in which this Agreement shall be in effect. The City and Town Manager (or any other officer or employee at the time charged with the responsibility of formulating budget proposals) is hereby directed to include in the budget proposals and appropriation ordinances submitted to the City Council and the Town Board, in each year prior to expiration of this Agreement, amounts sufficient to meet its obligations hereunder, but only if it shall have received such amounts in the form of Sales Tax Increment or Property Tax Increment, it being the intent, however, that the decision as to whether to appropriate such amounts shall be at the discretion of the City Council and Town Board.

### **SECTION 9. FURTHER LEGISLATION**

The Parties acknowledge the mutually-binding nature of this Amended and Restated Agreement. The Parties further agree that, in order to render the comprehensive development plan set forth herein enforceable as to third parties, the within terms shall be incorporated into the municipal codes of both the Town and the City. Therefore, the parties pledge to enact amendments their respective municipal codes in conformity to this Amendment on or before August 1, 2016.

Failure of such measures shall not affect the mutually-binding character of this Amendment as between the parties.

**SECTION 10. MISCELLANEOUS**

10.1. Entire Agreement. This Amended and Restated Agreement is the entire and only agreement between the Parties regarding the delineation of permitted uses, development and design standards, and revenue disposition within the CAC boundaries. There are no promises, terms, conditions, or other obligations other than those contained in this Amended and Restated Agreement. This Amended and Restated Agreement may be further amended only in writing signed by the Parties.

10.2. Severability. Except as otherwise provided in this Amended and Restated Agreement, if any part, term, or provision of this Amended and Restated Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision of this Amended and Restated Agreement and the rights of the Parties will be construed as if that part, term, or provision was never part of this Amended and Restated Agreement.

10.3. Colorado Law. This Amended and Restated Agreement is made and delivered with the State of Colorado and the laws of the State of Colorado will govern its interpretation, validity, and enforceability.

10.4. Jurisdiction of Courts. Personal jurisdiction and venue for any civil action commenced by any of the Parties to this Amended and Restated Agreement for actions arising out of or relating to it-will be the District Court of Larimer County, Colorado.

10.5. Representatives and Notice. Any notice or communication required or permitted under the terms of this Amended and Restated Agreement will be in writing and may be given to the Parties or their respective legal counsel by (a) hand delivery; (b) deemed delivered three business days after being deposited in the United States mail, with adequate postage prepaid, and sent via registered or certified mail with return receipt requested; or (c) deemed delivered one business day after being deposited with an overnight courier service of national reputation have a delivery area of Northern Colorado, with the delivery charges prepaid. The representatives will be:

If to the City:                      City Manager  
   300 LaPorte Avenue  
   PO Box 580  
   Fort Collins, CO 80524

With a copy to                      City Attorney  
   300 LaPorte Avenue  
   PO Box 580  
   Fort Collins, CO 80524

If to the Town:                      Town Manager

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Windsor Town Hall  
301 Walnut Street  
Windsor, CO 80550

With a copy to

Town Attorney  
Windsor Town Hall  
301 Walnut Street  
Windsor, CO 80550

10.6. Good Faith. In the performance of this Amended and Restated Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition or delay any approval, acceptance or extension of time required or requested pursuant to this Amended and Restated Agreement.

10.7. Authorization. The signatories to this Amended and Restated Agreement affirm and warrant that they are fully authorized to enter into and execute this Amended and Restated Agreement, and all necessary action, notices, meetings, and hearings pursuant to any law required to authorize their execution of this Amended and Restated Agreement have been made.

10.8. Assignment. Neither this Amended and Restated Agreement nor the City or Town's rights, obligations or duties may be assigned or transferred in whole or in part by either Party without the prior written consent of the other Party.

10.9. Execution in Counterparts. This Amended and Restated Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same agreement.

10.10. No Third Party Beneficiary. It is expressly understood and agreed that the enforcement of the terms and conditions of this Amended and Restated Agreement, and all rights of action relating to such enforcement, are strictly reserved to the Parties and nothing in this Amended and Restated Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included in this Amended and Restated Agreement. It is the express intention of the Parties that no person or entity, other than the undersigned Parties, receiving services or benefits under this Amended and Restated Agreement shall be deemed any more than an incidental beneficiary only.

10.11. Recordation of Agreement. The City shall record a copy of this Amended and Restated Agreement in the office of the Clerk and Recorder of Larimer County, Colorado.

10.12. Execution of Other Documents. The Parties agree to execute any additional documents and to take any additional actions necessary to carry out the terms of this Amended and Restated Agreement.

CITY OF FORT COLLINS

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Wade Troxel, Mayor

ATTEST:

[Seal]

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Wanda Winkelmann, City Clerk

TOWN OF WINDSOR,

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John S. Vazquez, Mayor

ATTEST:

[Seal]

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Patti Garcia, Town Clerk

DRAFT

TOWN OF WINDSOR

RESOLUTION NO. 2016-24

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO PROPOSE TO THE CITY OF FORT COLLINS AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR AND CITY OF FORT COLLINS WITH RESPECT TO DEVELOPMENT IN THE INTERSTATE 25/STATE HIGHWAY 392 CORRIDOR ACTIVITY CENTER

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

WHEREAS, the highway interchange located at Interstate 25 and State Highway 392 (“Interchange”) is an important regional transportation crossroads for residents of and visitors to Northern Colorado; and

WHEREAS, in association with substantial improvements to the Interchange undertaken in 2009 and 2010, the Town and the City of Fort Collins (“City”) entered into that certain “Intergovernmental Agreement Pertaining to the Development of the Interstate I25/State Highway 392 Interchange” dated January 3, 2011 (“Original IGA”); and

WHEREAS, on November 27, 2012, the Town and City amended and restated the Original IGA by entering into that certain “First Amended Intergovernmental Agreement Pertaining to the Development of the Interstate 25/State Highway 392 Interchange” (“Amended IGA”); and

WHEREAS, the Amended IGA represents a comprehensive development plan as authorized by Title 29, Article 20 of the Colorado Revised Statutes, the respective Charters of the Town and the City, and the Colorado Constitution; and

WHEREAS, the Amended IGA reaffirms the creation of the Corridor Activity Center (“CAC”), and reaffirms the list of permitted uses within the CAC (“Permitted Uses”); and

WHEREAS, the Amended IGA contemplates land use development and design standards which are applicable to development in the CAC (“Design Standards”); and

WHEREAS, the Amended IGA contemplates the sharing of sales tax and property tax revenue derived from the land area within the CAC; and

WHEREAS, since approval of the Amended IGA, no development or redevelopment activity has taken place on either side of the CAC; and

WHEREAS, beginning in 2015, two separate landowner groups on the east (Windsor) side of the CAC (“Windsor Landowners”) have shown interest in undertaking new development on their respective parcels; and

WHEREAS, the Town and the City have determined that the uses proposed by the Windsor Landowners are inconsistent with the Permitted Uses, and are prohibited by the expressed intent of the Amended IGA; and

WHEREAS, since 2015, the Town and the City have engaged in discussions over whether the Amended IGA should be further amended to accommodate the uses proposed by the Windsor Landowners; and

WHEREAS, on February 1, 2016, the Town and the City convened and concurred that the Town would take the lead on examining the establishment of enhanced development and design standards which would apply to development on the east (Windsor) side of the CAC, including but not limited to the uses proposed by the Windsor Landowners; and

WHEREAS, both the Town and the Windsor Landowners have undertaken community outreach for the purpose of considering enhancements to the Design Standards, including neighborhood meetings, internal administrative conferences, professional consultation, public work sessions, and public comment sessions; and

WHEREAS, as a result of the foregoing efforts, the Town has arrived at an acceptable set of development and design standards (“Enhanced CAC Design Standards”) for incorporation into a further amendment to the Amended IGA which would be applicable to development on the east (Windsor) side of the CAC; and

WHEREAS, the Town has considered further amendments to the Amended IGA to accommodate the uses proposed by the Windsor Landowners, including modifications to Permitted Uses allowed on the east (Windsor) side of the CAC, limitations on certain permitted uses on the east (Windsor) side of the Interchange, and modifications to the revenue-sharing formula set forth in the Amended IGA; and

WHEREAS, attached hereto and incorporated herein by this reference is the *2016 Amended and Restated Intergovernmental Agreement Pertaining to the Development of the Interstate 25/Highway 392 Interchange* (“2016 Amended IGA”), the form of which has been approved by the Windsor Town Board to serve as an offer to the City of Fort Collins to amend the Amended IGA as set forth therein; and

WHEREAS, the Town Board hereby expresses its desire to enter into the 2016 Amended IGA to encourage quality development in the CAC, promote economic health in both the Town and the City, and preserve the Interchange as an important gateway to the respective communities.

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

1. The Town Manager is hereby authorized to present the attached *2016 Amended and Restated Intergovernmental Agreement Pertaining to the Development of the Interstate 25/Highway 392 Interchange*, and all exhibits incorporated therein, to the City of Fort Collins as an offer to amend the prior agreements between the Town and the City in the form presented.
2. The Town invites the City to review the attached 2016 Amended IGA and, if acceptable, to notify the Town of the City's desire to formally adopt the 2016 Amended IGA.
3. The Town Manager is directed to consider and refer to the Town Board any comments, counter-offers or similar communication from the City, which communication may be presented either in public or in a lawful confidential setting.
4. Upon both Town and City approval of the form of amendments to the Amended IGA, whether in the form attached hereto or as may otherwise be negotiated, the Town will take formal action on such amendments in order to create a mutually-binding statutory comprehensive development plan for the CAC.
5. The Town reaffirms its desire to maintain the statutory comprehensive development plan for the CAC as previously approved and as may be amended by the parties.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 11<sup>th</sup> day of April, 2016.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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