



TOWN BOARD SPECIAL MEETING
April 18, 2016 - 7:00 P.M.
Town Board Chambers
301 Walnut Street, Windsor, CO 80550

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

AGENDA

A. CALL TO ORDER

1. Seating of Newly Elected Mayor and Town Board Members
2. Oath of Office – Patti Garcia, Town Clerk
3. Roll Call
4. Pledge of Allegiance

B. DISCUSSION ITEMS

1. Discussion of Mayor Pro-Tem
2. Advisory Board/Commission liaison responsibilities and assignments
3. District 4 selection process

C. BOARD ACTION

1. 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
2. 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

D. ADJOURN



MEMORANDUM

Date: April 18, 2016
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk/Assistant to the Town Manager
Re: Town Board Logistics
Item #: B.1. – B.3.

Background / Discussion:

Pursuant to the Town of Windsor Charter and Municipal Code, an appointment is required to be made for the position of Mayor Pro-Tem and appointments made for liaisons to the various advisory boards established and supported by the Town of Windsor. Additionally, the current board will need to select an individual to fill the District 4 vacancy. Information regarding each of these items is listed below.

1. Discussion of Mayor Pro-Tem

At the April 25, 2016 meeting, the Mayor Pro-Tem is to be appointed by a two-thirds vote of all the Town Board members in office. The Mayor Pro-Tem performs the responsibilities of the Mayor when the Mayor is “absent or otherwise unable to serve”. The Town of Windsor Charter § 3.2 (C), requires:

- The Mayor Pro-Tem must be a Town Board member;
- Requires two-third’s majority vote of all Town Board members in office for appointment;
- The term for Mayor Pro-Tem is two years.

2. Advisory Board/Commission liaison responsibilities and assignments

Advisory board liaison appointments are either called out in the municipal code or authorized pursuant to intergovernmental agreements or organization bylaws. All, except for the Downtown Development Authority and Great Western Trail, are non-voting Town Board liaisons. All appointments are made by the Mayor and are two year commitments (2016-2018). A list of advisory boards, an overview of duties, date, time and location of their meetings and the current liaison is attached to this memo for your use.

3. District 4 selection process

Due to the election of Kristie Melendez to the Mayor position, the District 4 vacancy was published March 15, 2016 with applications due by April 4 at 5 p.m. Applications and letters of intent were received by five individuals in District 5 all of which are provided in the packet; hard copies will be available at the April 18 meeting. Staff is recommending that interviews be set up on May 2, 2016 in 30 minute increments. The Town Board would meet at 6 p.m. to review prepared interview questions with interviews beginning at 6:15 p.m. This would be an open meeting but would not be televised or recorded; the interview process does not qualify as an executive session. The goal is to have an appointment made at the May 9 meeting.

Relationship to Strategic Plan:

Goal 1.B. Provide opportunities for residents to be involved and informed in Town governance and community service.

Recommendation:

- Discuss appointment of Mayor Pro-Tem
- Determine 2016-2018 advisory board/commission liaisons
- Finalize process for District 4 appointment

Attachments:

Advisory Board/Commission information
2016 Advisory Board/Commission calendar



2016-2018 BOARDS AND COMMISSIONS

Board of Adjustment

The Board of Adjustment/Board of Appeals is empowered to grant variances from the regulations and provisions of Chapter 16 of the Municipal Code and to hear appeals of the decisions of the Director of Planning

Liaison: None required.

Chamber of Commerce

The Windsor Chamber of Commerce is governed by a Board of Directors consisting of nine members; eight Directors, each serving three year terms, are elected by the membership and one remaining Director is appointed from the Windsor Town Board. This member serves a one-year term at the discretion of the Windsor Town Board. The Windsor Chamber of Commerce offers businesses opportunities to succeed and grow through networking opportunities, educational seminars and community involvement.

- Meeting information: 2nd Tuesday of each month; Egg & I, Windsor
- 2014-2016 Liaison: Kristie Melendez

Clearview Library District

The Clearview Library District is governed by a seven member Board of Trustees that sets policy, oversees finances, and hires a library director to handle the operation of the library district. Board members are appointed, with the approval of the school board and town board, to serve three year terms with a limit of two consecutive terms. The Windsor Town Board and the RE-4 School Board each appoint a representative to serve as a non-voting liaison to the Library Board.

- Meeting information: Last Thursday of each month at 5:30; Windsor/Severance Library
- 2014-2016 Liaison: Jeremy Rose

Downtown Development Authority

The Windsor Downtown Development Authority (DDA) Board is the governing body for the DDA and is appointed by the Windsor Town Board. The mission of the DDA Board is to create a prosperous and clean town center by marketing downtown opportunities, retaining and expanding current business opportunities, preserving downtown charm, and enhancing physical appearance and amenities through partnerships with the community and stakeholders.

- Meeting information: 3rd Wednesday of each month at 7:30 a.m.; Town Hall - committee meetings are scheduled on various Wednesdays at 7:30 a.m.
- 2014-2016 Liaison: Kristie Melendez

Great Western Trail Authority

The Great Western Trail Authority (GWTA) board consists of nine volunteer members. Windsor, Severance and Eaton each have adopted an intergovernmental agreement that appoints two members to the board.

- Meeting information: 1st Thursday of each month at 5 pm; Severance Town Hall, 3 South Timber Ridge Parkway
- 2014-2016 Liaison: Christian Morgan

Historic Preservation Commission

The Historic Preservation Commission (HPC) acts to preserve the historic character of the town by reviewing landmark designation applications, advising owners of historic properties on the physical and financial aspects of preservation and maintaining a list of historically significant properties in Windsor.

- Meeting information: 2nd Wednesday of each month at 5:45 p.m.; Town Hall
- 2014-2016 Liaison: Robert Bishop-Cotner

North Front Range Metropolitan Planning Organization

The North Front Range Metropolitan Planning Organization (North Front Range MPO) provides funding for transportation projects, as well as regional transportation planning, air quality planning, and other services of value to its local member governments. The association's policies, plans and recommendations are enacted by a council (the Planning Council) composed of elected officials from each of its member governments along with one representative from both the State Transportation Commission and the Air Quality Control Commission. The Council is composed of one representative from each of the following member governments: Berthoud, Eaton, Evans, Fort Collins, Garden City, Greeley, Johnstown, Larimer County, LaSalle, Loveland, Milliken, Severance, Timnath, Weld County and Windsor.

- Meeting information: 1st Thursday of the month at 6 pm.; various locations
- 2014-2016 Liaison: John Vazquez; alternate: Myles Baker

Parks, Recreation & Culture Advisory Board

The Parks, Recreation, & Culture Advisory Board (PReCAB) makes recommendations to the Town Board concerning any expenditure or appropriation from the Park Fund, budget issues related to parks, recreation and open lands, policies relating to the public use and management of those lands, purchase or disposition of park, recreation and open lands.

- Meeting information: 1st Tuesday of each month at 7 p.m.; Town Hall
- 2014-2016 Liaison: Christian Morgan

Planning Commission

The Planning Commission's responsibilities include preparation and maintenance of a Master Plan, implementation of provisions of the Zoning and Subdivision Ordinances, investigation and recommendation of amendments to Zoning Maps, and recommendations of appropriate zoning classifications for all annexations.

- Meeting information: 1st and 3rd Wednesday of each month at 7 p.m.; Town Hall
- 2014-2016 Liaison: Robert Bishop-Cotner

Poudre River Trail Corridor Board

The Poudre River Trail Corridor, Inc. is governed by a 9 member Board; three members from each of the following entities create the Board - Windsor, unincorporated Weld County and Greeley. Each of the three jurisdictions has a Board member who is an elected official (One Windsor Town Board member, one Weld County commissioner member, and one City of Greeley Councilmember) The function of the Board is to oversee and administer the operation and maintenance of the 21 mile long Poudre Trail which extends from Island Grove Park in Greeley, through unincorporated stretches of Weld County and into the town limits of Windsor.

- Meeting information: 1st Thursday of each month at 7 am; 4th floor conference room at 1100 10th Street, Greeley (Greeley City Hall Annex building)
- 2014-2016 Liaison: Ivan Adams

Tree Board

The Tree Board is dedicated to establishing, enhancing, sustaining, and preserving our community forest.

- Meeting information: 4th Tuesday of each month at 5:00 p.m.; Town Hall
- 2014-2016 Liaison: Ivan Adams

Water & Sewer Board

The Water and Sewer Board acts to establish minimum rates and plant investment fees for water, sewer, and storm drainage.

- Meeting information: 2nd Wednesday of even numbered months at 6:30 a.m.; Town Hall
- 2014-2016 Liaison: Myles Baker

Windsor Housing Authority

The Windsor Housing Authority is a public agency that helps people who meet income and other eligibility guidelines secure affordable, safe and quality housing in the Town of Windsor.

- Meeting information: 3rd Tuesday of each month at 3 p.m. at the Century III Clubhouse, 1027 Walnut Street
- 2014-2016 Liaison: John Vazquez

2016 Boards/Commissions Calendar

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Town Board	2nd and 4th Mondays	7:00 PM
Liquor Licensing Authority	3rd Monday	3:00 PM
Parks, Recreation and Culture	1st Tuesday	7:00 PM
Tree Board	4th Tuesday	5:00 PM
Water and Sewer Board	2nd Wednesday (even months)	6:30 AM
Historic Preservation	2nd Wednesday	5:45 PM
Downtown Development Authority	3rd Wednesday	7:30 AM
Planning Commission	1st and 3rd Wednesday	7:00 PM
Municipal Court	2nd and 3rd Thursday Tuesday before 3rd Thursday	5:30 & 6:30 PM 5:30 PM
Board of Adjustment/Appeals	4th Thursday	7:00 PM
Offices Closed		* Close at Noon

2016 Boards/Commissions Calendar



Application for Town Board – District 4

Please complete this application and a letter of interest and return it to the Town Clerk’s Office, 301 Walnut Street, Windsor, CO 80550, fax to (970) 674-2456 or email to pgarcia@windsorgov.com. The application deadline is April 4, 2016 at 5 p.m.

Qualifications

- Must be a citizen of the United States
- Must be 18 years of age or older at the time of appointment
- Candidate must reside in the municipality in which he or she is to be elected for a period of at least twelve consecutive months immediately preceding the date of the election.
- Candidate must reside in District 4.
- Candidate must be a registered elector.
- No person who has been convicted of a felony shall be eligible. A background check is required for municipal candidates.

Verification of any or all applicant qualifications occurs after submittal of the application and letter of interest.

Name: BYRON Ta DORMIRE

Address: 333 10th ST, WINDSOR

Day Phone: 719-310-3596 Night Phone: (same)

E-Mail Address: Btdormire@GMAIL.com

How long have you been a resident in Windsor? 9 yrs Current Occupation: Writer; RAILROAD

Why do you want to represent District 4 as a Town Board Member? To contribute to Windsor's economic and community growth. To foster neighbor relations,

Briefly explain what you believe are the two most important issues facing the Town Board and how do you believe those issues should be addressed?

1) See attached letter of Interest.

2) _____

I certify that all statements on this form are true and complete. I further understand that false statements shall be sufficient cause for rejection of this application.

Signature: *Byron Ta Dormire*

Date: 4 Apr 2016

From: Byron T. Dormire
333 10th Street
Windsor, CO. 80550
Ph: 719-310-3596 / Btdormire@gmail.com

4 April, 2016

To: Patti Garcia, Town Clerk RE: Applicant / Letter of Interest
Windsor Town Board Representative, District 4.
301 Walnut Street
Windsor, CO 80550

Greetings, Ms. Garcia

I am Byron Dormire and writing to express my interest in becoming the new Town Board Representative for Windsor District 4. I recently became aware of the opening for this position to replace Kristie Melendez who will likely be the new Mayor of Windsor sometime this month. Congratulations Kristie!

I have been a District 4 resident of Windsor since 2007 and enjoy the pleasant surroundings and good nature of the neighbors of whom I have met in my time here. I am formerly retired from the U.S. Air Force (24 years active duty), have contracted with the U.S. Department of State for embassy security management overseas. I have worked recently with BNSF Railway as a Train Conductor before being furloughed in the recent economic downturn.

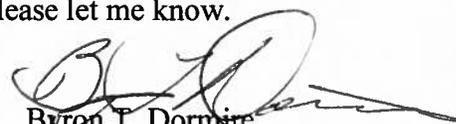
Per the application preceding this letter of interest, I feel one of the issues facing Windsor's Town Board is to keep the welfare of the town in the forefront of our governing policies and programs. By helping other board members understand and approve financial plans and budgets, by managing property tax rates and other user fees (if any), and by working together within the Town of Windsor's other governing groups, we can continue to grow as a model community for all of Northern Colorado.

Another key focus on the issues we face, is to adequately facilitate new and existing ordinances, rules and regulations. By attending to the safety and prosperity of Windsor's general community, all our neighbors will benefit from the effective delivery of these town services.

In addition to general duties, I can assist with numerous Town of Windsor ceremonial functions and serve as liaison to include groups and organizations outside our Town government. I have a Bachelor's Degree in Resource Management from Wayland Baptist University, and a Master's Degree in Liberal Arts from Regis University in Denver.

I appreciate the opportunity to write to you today and best of luck to whomever you pick for this position. I look forward to many great years ahead as a viable and contributing member of the Town of Windsor, and if you have any further questions, please let me know.

Thank You,


Byron T. Dormire
719-310-3596



Application for Town Board – District 4

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Verification of any or all applicant qualifications occurs after submittal of the application and letter of interest.

Name: Jeffrey M. Logue

Address: 1694 Platte River Dr. Windsor, CO 80550

Day Phone: 970-372-7404 Night Phone: Same

E-Mail Address: jeffl@edmondslogue.com

How long have you been a resident in Windsor? 2 yrs 10 mo Current Occupation: Attorney

Why do you want to represent District 4 as a Town Board Member? My interest stems from wanting to be involved in the city where I live, the development, and redevelopment, of that community, and making sure that the community, and my family, live in a town they can be proud to live in.

Briefly explain what you believe are the two most important issues facing the Town Board and how do you believe those issues should be addressed?

1) The most important issue facing the Town Board is the that Windsor is, more now than ever, transforming from a small farming town into a large, booming town in Northern Colorado.

The issues that the Town are faced with based on this, water rights, land use issues, real estate development, etc. can determine the path that the town takes and what the town looks like in the future.

I think the Town Board must make sure to make decisions that help the town progress, but not push the town at a pace that will cause the community to actually deteriorate as a result.

Taking every development proposal in the town and considering not only the economic impact, but determining the impact on the people of the community, and the families of the Town.

2) The next issue that I see as being important to the town is building a strong community that supports each other, the schools where our children attend, and the business that call the town home.

This issue can be addressed by supporting the revitalization of the downtown area, the development of facilities and businesses that allow the community to support, and be supported,

within the town itself, and the continuing support and expansion of community activities that develop community pride and cohesiveness. The more the community can stay in Town, with their

family and friends, and enjoy themselves either by spending time in the downtown area or at a special event in Town the more support the town will have during its rapid growth.

I certify that all statements on this form are true and complete. I further understand that false statements shall be sufficient cause for rejection of this application.

Signature: Jeffrey M. Logue

Digitally signed by Jeffrey M. Logue
DN: cn=Jeffrey M. Logue, o=, email=jmlogu2@hotmail.com, c=US
Date: 2016.04.07 15:16:46 -0600

Date: 04/07/2016

Dear Ms. Garcia,

This letter is to express my interest in representing District 4 on the Windsor Town Board.

I am a citizen of the United States, I am a registered voter in the Town of Windsor, I am a resident of District 4 in the Town of Windsor and have been since June 2013. I have never been convicted of a felony, and I am not a current employee of the Town of Windsor.

Along with this letter, I am including the Town's Application for Employment, as well as, my current resume. Please contact if you need any further information from me, or if you have any questions.

Thank you for your consideration.

Sincerely,

Jeffrey M. Logue
1694 Platte River Dr.
Windsor, CO 80550
970-372-7404
jeffl@edmondslogue.com

Jeffrey M. Logue

Colorado Attorney Registration #: 44465

Wyoming Attorney Registration #: 7-5215

Utah Attorney Registration #: 14410

Idaho Attorney Registration #: 9355

Licensed in Colorado Federal District Court

1694 Platte River Dr. • Windsor, CO 80550

Phone: 970-372-7404 • E-Mail: jeffl@edmondslogue.com

Experience

Edmonds & Logue PC

June 2012 - Present

Litigation

- Licensed to Practice in Colorado, Wyoming, Utah & Idaho
- Debt Collection Litigation
- Reviewing accounts and signing documents related to the civil litigation process including Demand Letters, Summons & Complaint, Default Judgments, Judgment on Pleadings, Motion for Summary Judgment, Garnishment, etc.
- FDCPA & CFDCPA Defense in Both State County, State District, and Federal Court.
- Civil Return Dates
- Pre-Trial Conferences and Trials
- Garnishment & Garnishee Hearings
- Negotiate settlements
- Participate in mediation
- Research and Write Various Motions to the Court

Other Practice Areas of Law

- Probate
- Divorce
- DUI Defense
- Contract Litigation
- Wills
- Eviction
- General Civil Litigation

Partner Related Duties

- Made Partner in 18 months
- Manage the everyday business operations of the Firm
- Helped develop a paperless process for civil litigation
- Helped business development planning for expansion of the Firm
- Developed and manage a website and branding plan for the Firm

Weld County District Attorney's Office - Intern

August 2011 - November 2011

- First Chair & Second Chair Criminal Jury Trials
- Motions & Sentencing Hearings
- Arraignments
- Voir Dire
- Negotiate Plea Deals
- Research Criminal History
- Research and Write Motions to the Court
- Calculate Initial Plea Offers
- Additional Assigned Duties

Greeley City Attorney's Office - Intern

May 2011 – August 2011

- Plea bargain negotiations with pro se defendants concerning traffic and misdemeanor infractions and offenses
- Trials to the Court for traffic and misdemeanor infractions and offenses
- Observe various administrative hearings
- Miscellaneous research and writing assignments from the City Attorney or Assistant City Attorneys
- Miscellaneous administrative duties as assigned by the City Attorney or Assistant City Attorneys

Judge Robert McGahey, 2nd Judicial District - Extern January 2011 – May 2011

- Research legal issues
- Write Orders for the Judge in response to Motions for reconsideration under Colorado Rule of Criminal Procedure 35
- Write Orders for the Judge in response to other Motions
- Write Memos regarding diverse legal issues
- Observe all court proceedings including Trials, Arraignments, Sentencing, Motions, Dispositions, and other docket related proceedings
- Set up court room for docket and trials
- Interact with Jurors and assist in Jury handling
- General court duties assigned by the Law Clerk or Judge

Harlem Ambassadors, Inc. – General Manager

September 2004 – December 2010

- Oversee recruitment of players and personnel.
- Manage sales staff and assure completion of goals.
- General office duties that insure a smooth running office in all aspects of the organization.
- Interview potential employees.
- Schedule a Nationwide Show Basketball tour, the Harlem Ambassadors.
- Work with diverse people - customers, players and staff.

Education

University of Denver Sturm College of Law

Juris Doctorate

- Graduated December 2011
- Passed the February 2012 Colorado Winter Bar Exam

University of Kentucky

Master of Science

- Graduated May 2004
- Education with an emphasis in Sports Management
- Final GPA 3.818

Middle Tennessee State University

Bachelor of Science

- Graduated May 2002
- Education with an emphasis in Lifetime Wellness

References

Rocky L. Edmonds
President
Edmonds, Russell & Logue PC
104 Racquette Dr. Ste. E
Fort Collins, CO 80524
970-237-0180
rockye@erlpc.com

Steve Wrenn
Chief Deputy District Attorney
Weld County District Attorney's Office
915 Tenth St.
P.O. Box 1167
Greeley, CO 80632
970-356-4010
swrenn@co.weld.co.us

Judge Robert L. McGahey Jr.
2nd Judicial District Court Judge
Division: Courtroom 409
1437 Bannock Street
Room 256
Denver CO 80202
720-865-8613
robert.mcgahey@judicial.state.co.us



Application for Town Board – District 4

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Verification of any or all applicant qualifications occurs after submittal of the application and letter of interest.

Name: John C. Moore

Address: 724 Elm Street Windsor CO

Day Phone: 970-381-4199 Night Phone: 970-686-5924

E-Mail Address: jc_mco @ comcast.net

How long have you been a resident in Windsor? 38 yrs Current Occupation: retired

Why do you want to represent District 4 as a Town Board Member? see attached

Briefly explain what you believe are the two most important issues facing the Town Board and how do you believe those issues should be addressed?

1) see attached

2) " "

I certify that all statements on this form are true and complete. I further understand that false statements shall be sufficient cause for rejection of this application.

Signature: John C Moore Date: 4-4-16

April 4, 2016

To the Windsor Town Board:

I am applying for the District 4 Town Board position. District 4 has a combination of new and older established neighborhoods and businesses, as well as undeveloped areas, parks, and schools. The residents and business owners include a wide spectrum of socioeconomic diversity, and I would take great pleasure in representing them.

I have been a small business owner in Windsor and have worked and volunteered in Windsor for 36 years. During my 24 years with Windsor School District as the Operations Director, I helped with the new library, the joint fuel farm and the joint maintenance facility. I have also worked with many Town Boards, commissions, and departments. I was in charge of the renovation of Park School (Town Hall) when the Town began sharing the facility.

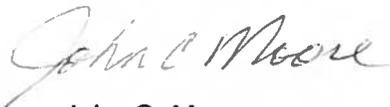
I helped with the recovery from the 2008 tornado, the renovation of Town Hall, and the construction of the new police department building. Currently, I serve as the Chair of the Windsor Housing Authority. If selected for the District 4 position, I would resign from the Housing Board. Throughout my work with the Town and its departments and commissions, I had numerous positive interactions with the Town Board and staff.

At the current time, two of the most important issues facing the Town Board include the selection of a new Chief of Police. I know, with Chief Michaels' upcoming retirement, this is a short term issue but very important in the long term. This is a position the Town Board must be involved with to assure a continuation of our excellent Police Department. A search consultant could be hired to work with the Board, Town staff, and Windsor Police Department to refine the criteria specific to Windsor's needs. Then the Town Board would do the final interviews and choose the new chief.

The second issue facing the Board is balanced growth. My definition of balanced growth is continuing the efforts to attract business and industry while planning residential growth that meets a wide variety of housing needs. I'd also like to work with the Downtown Development Authority to continue improving our downtown area, especially parking and access. Growth provides many challenges and opportunities around traffic, infrastructure, recreation, and natural resource management. These challenges and opportunities can be addressed through work as a Board to be sure there are the resources, personnel, finances, and policies to meet them. We can continue to utilize the strategic planning process to identify our community's needs and strive to meet those needs.

Throughout my life in Windsor, I have cared greatly for the town, its residents, and the great quality of life that is part of the fabric of Windsor. I would be honored to represent District 4. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "John C. Moore".

John C. Moore



Application for Town Board – District 4

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• No person who has been convicted of a felony shall be eligible. A background check is required for municipal candidates.

Verification of any or all applicant qualifications occurs after submittal of the application and letter of interest.

Name: Dennis G Pohl

Address: 1696 Dolores River Drive

Day Phone: 970-339-8638 Night Phone: 970-313-7192

E-Mail Address: dpohl61@yahoo.com

How long have you been a resident in Windsor? 3 yrs Current Occupation: Federal Security Offi

Why do you want to represent District 4 as a Town Board Member? I want my life experience and knowlege to be used toward the betterment of the town of Windsor.

Briefly explain what you believe are the two most important issues facing the Town Board and how do you believe those issues should be addressed?

1) There is a line that must be balanced between Windsor the Enterprise and Windsor the people. Each situation must be addressed separately and the the final decision needs to go toward the good of Windsor. Sometimes it will lean toward the Enterprise and sometimes it will lean to the affected people.

2) Windsor is growing at an exponential rate. We need to look at where we want to be as a community and make decisions that will steer us in the proper direction. We need to be very careful not not allow outside interest to chart our path. Our decisions need to be good for both the short and long term.

I certify that all statements on this form are true and complete. I further understand that false statements shall be sufficient cause for rejection of this application.

Signature: Dennis G Pohl Date: 04/02/2016

April 2, 2016

Patti Garcia, Town Clerk
Town of Windsor
301 Walnut Street
Windsor, CO 80550
Email: pgarcia@windsorgov.com

Attn: Ms. Garcia

As per the qualifications regarding the 4th District City Council vacancy, I meet the requirements set forth to fill that seat.

I was an officer in the Marine Corps as well as owning several small businesses in different parts of the country. Throughout my life, I have observed government in action from the sidelines. I fully understand the function of the government's role in growing and managing communities. I also understand that there is a balance that must be struck when managing the city as an industry vs the city as the people. At times, difficult decisions will need to be made and not everyone will be pleased with the outcome. I believe it is my time to step up to that great responsibility.

Thank You in Advance For Your Consideration,

Dennis G Pohl

Dennis G Pohl
1696 Dolores River Drive
Windsor, CO 80550
Email: dpohl61@yahoo.com
Phone: 970-313-7192

Application for Town Board – District 4

Please complete this application and a letter of interest and return it to the Town Clerk's Office, 301 Walnut Street, Windsor, CO 80550, fax to (970) 674-2456 or email to _____ . The application deadline is April 4, 2016 at 5 p.m.

Qualifications

- Must be a citizen of the United States
- Must be 18 years of age or older at the time of appointment
- Candidate must reside in the municipality in which he or she is to be elected for a period of at least twelve consecutive months immediately preceding the date of the election.
- Candidate must reside in District 4.
- Candidate must be a registered elector.
- No person who has been convicted of a felony shall be eligible. A background check is required for municipal candidates.

Verification of any or all applicant qualifications occurs after submittal of the application and letter of interest.

Name: Paul Rennemeyer
Address: 1709 Clear Creek Court, Windsor, CO 80550
Day Phone: 303-748-0706 Night Phone: 303-748-0706
E-Mail Address: prennemeyer@comcast.net

How long have you been a resident in Windsor? 9 yrs Current Occupation: Local Business Owner

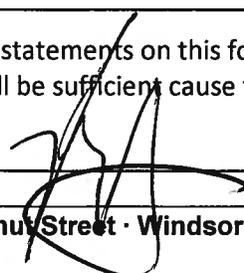
Why do you want to represent District 4 as a Town Board Member? I saw the need for a voice within my community and I am willing to serve the residents of Windsor.

Briefly explain what you believe are the two most important issues facing the Town Board and how do you believe those issues should be addressed?

1) Please see attached letter of interest.

2) _____

I certify that all statements on this form are true and complete. I further understand that false statements shall be sufficient cause for rejection of this application.

Signature:  Date: April 4, 2016

April 4, 2016

Patti Garcia
Windsor Town Clerk
301 Walnut Street
Windsor, Colorado 80550

Dear Ms. Garcia,

My name is Paul Rennemeyer and please consider this my official letter of interest for the Town Board's open seat in District 4. I have heard the need for a voice within my community and am willing to serve.

I am a graduate of Colorado Christian University with a bachelor's degree in Business Administration with an emphasis in Management and Marketing. My wife and I have been married for thirteen years. After experiencing corporate, big-city life we moved into the Poudre Heights subdivision in 2007 in search of a small family-friendly community. Over the past nine years we have welcomed our three children and I have established my own insurance agency, specializing in life and health products.

I was elected to the Poudre Heights Homeowners Association in 2008 and was nominated as the board's president in 2011. Under my leadership we have negotiated the water accounting and fee structure with the original developer and established a secure neighborhood budget. I also advocated for changes to minimize flooding risks at the intersection of 7th Street and Riverplace Drive. This involved extensive collaboration with local government, planning committees, water engineers and various community stakeholders.

As a very desirable place to live and raise a family, our community is growing exponentially. This growth naturally increases traffic and congestion on our streets. I am passionate about the responsibility of this matter as it affects the efficiency of our town both financially and administratively.

After negotiating with several oil and gas companies on behalf of my neighborhood's HOA, I feel that all forms of energy development should be explored and pursued, especially oil and gas. Our local resources have to be harnessed and reinvested into the future growth of our town.

Windsor's long term fiscal stability greatly depends on decisions made by its leadership of today.

I am grateful for your consideration in my appointment to represent District 4.

Respectfully submitted,


Paul Rennemeyer



MEMORANDUM

Date: April 18, 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.1.C.2

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.

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)
Alexander Estates neighbor Denise Hazzard letter to Town Board 4-13-16
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 18th day of April, 2016.

TOWN OF WINDSOR, COLORADO

Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk



LAND USE APPLICATION

1

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

2

APPLICATION TYPE:

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

SUBTYPE:

(for Major Subdivisions and Site Plans only)

- Preliminary
- Final
- Qualified Commercial/Industrial

Project Name*: 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: _____

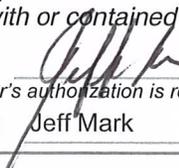
Address: _____

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").

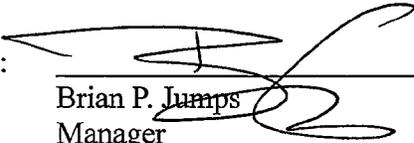
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anyway appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in 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 6th 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.

Re: The Ridge subdivision/final plat approval

Dear Mr. Mayor and Town Board Members,

First of all, thank you Mr. Mayor, Mr. Rose, Mr. Bishop-Cotner for all your hard work and dedication to our town. Your service is much appreciated.

I live in Alexander Estates which as you know abuts The Ridge subdivision. I have a few concerns I would like to bring to your attention before the upcoming town board meeting and final plat approval. I will try and brief with each point which is in no particular order.

1) **Dust mitigation:** With the recent ground work, the dust has been unbelievable. Mr. Mark says they have a plan in place but if it's in place it is doing absolutely nothing to mitigate the dust. Several neighbors out here have health issues, including one with lung cancer and I cannot imagine the torture for him during those windy days. Also, Mr. Mark compares the dirt work to a farmer plowing his field. Not exactly, I grew up on a farm and what they are doing is not conducive to keeping the soil from eroding.

2) **Dirt movement and change of grade:** We asked several months ago during one of the meetings where we were able to talk with the developer if they would be moving dirt up against Roth and Alexander or if it would remain at the grade it is at which was a gradual sloping away from Roth and Alexander. The developer did not foresee any need for that. Now there is at least 7 to 8 feet build up of dirt to our neighborhood, which would definitely hinder the views our neighbors currently enjoy if a home is built there now, especially if it was more than one story.

3) **One story homes on lots abutting Roth and Alexander:** I would ask for only one story homes be built on lots abutting Roth and Alexander.

4) **Dark sky community:** Also in keeping with all that we enjoy in our country atmosphere out here that the Ridge be a dark sky community where street lights and lights on homes be "dark sky" friendly i.e. they point downward and are shielded from pointing light up into the sky. Not only do dark skies increase the star gazing ability, it also provides a safer haven for wildlife out here especially for the several species of owls that we have.

5) **Improve Roads:** I have heard that the developer is more than willing to improve roads that will be impacted by this subdivision but stated the town just hasn't asked them to. I would ask that you consider asking them for the improvements. Not only for turn lanes, but wider roads with bike lanes or at the very least a good sized shoulder.

6) **50 foot separation of the two subdivisions:** Currently by looking at the plat, there is a 40 foot separation, I would ask that you consider a 50 foot separation as there is such a stark difference between the two types of neighborhoods.

Thank you for your time and consideration,
Denise Hazzard

**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 30th 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)

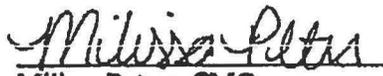
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

TOWN OF TIMNATH, COLORADO



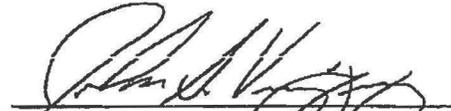
Jill Grossman-Belisle, Mayor

ATTEST:



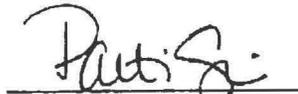
Milissa Peters, CMC
Town Clerk

TOWN OF WINDSOR, COLORADO



John S. Vazquez, Mayor

ATTEST:



Patti Garcia, Town Clerk



EXHIBIT A HARMONY RIDGE PROPERTY EXHIBIT TOWN OF TIMNATH



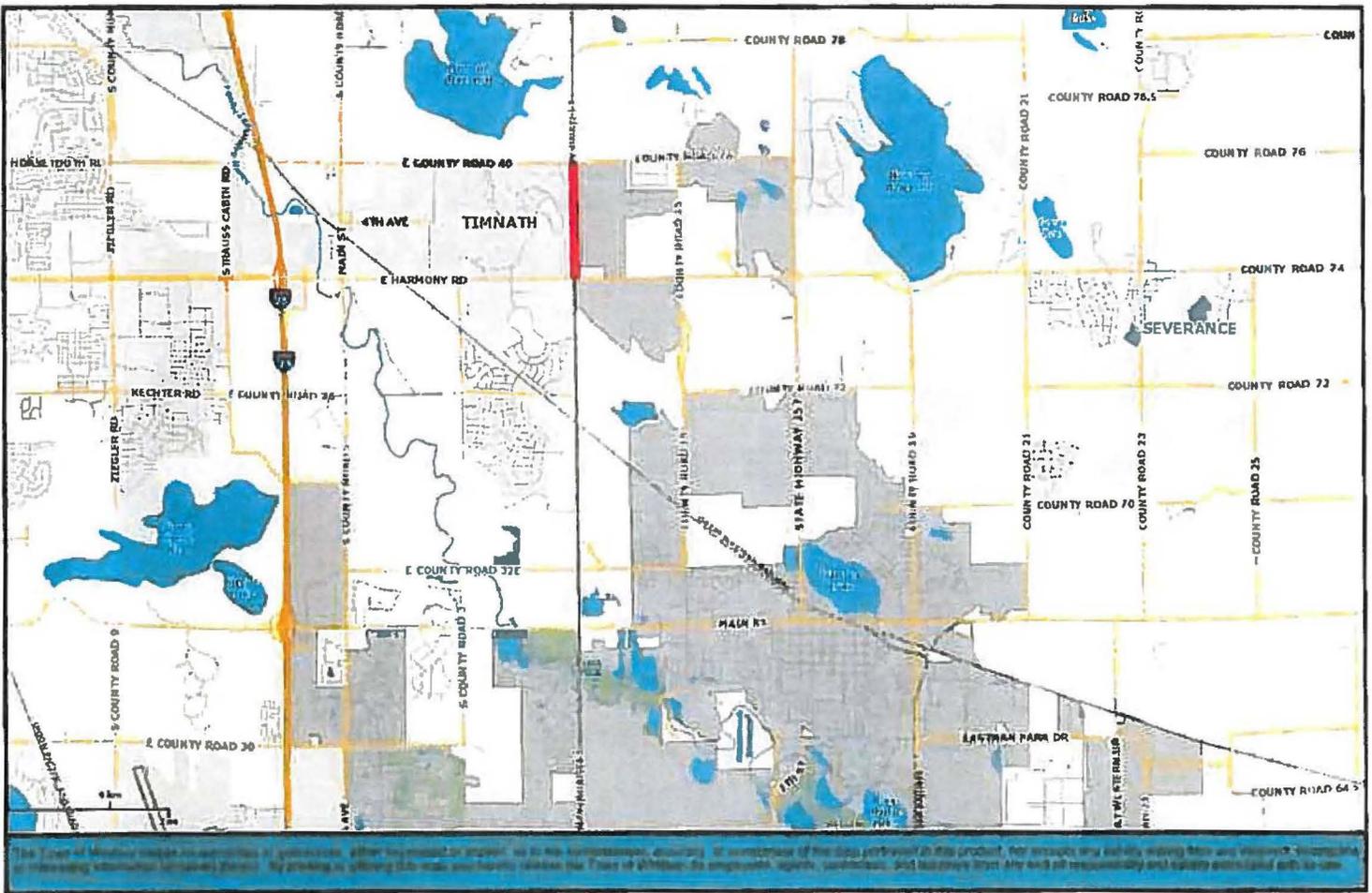
HARMONY RIDGE PROPERTY
DATE: SEPTEMBER, 2014
JOB NO. 0879.0000.00
SHEET 1 OF 1

TST TST, INC. CONSULTING ENGINEERS

760 Windsor Way, Suite C, Suite 200
Fort Collins, Colorado
Phone: 970.228.0557
Fax: 970.228.0204

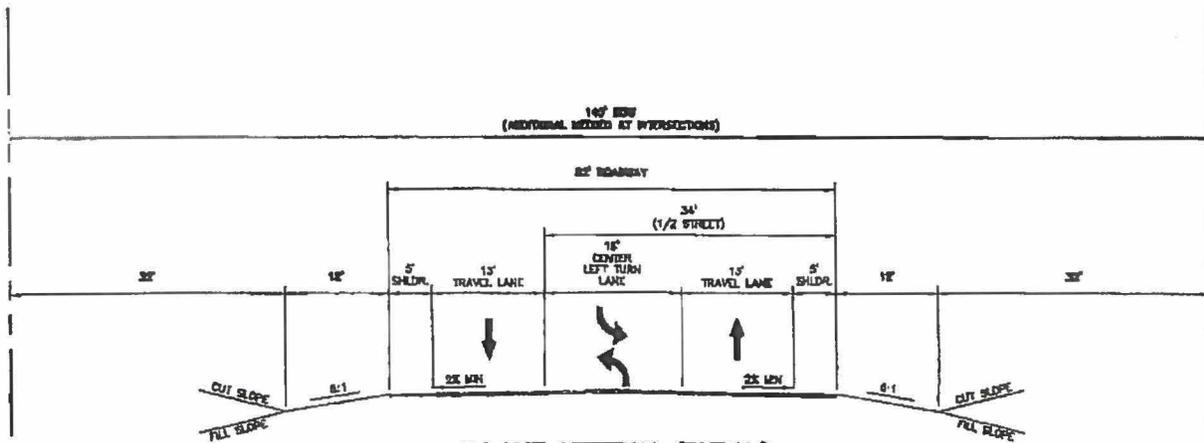
"EXHIBIT B"

Town of Windsor GIS MAP



Printed: Aug 20, 2014

EXHIBIT C RURAL STREET CROSS SECTION TOWN OF TIMNATH



2 LANE ARTERIAL (RURAL) TYPICAL SECTION

N.T.S.

PROPOSED STREET X-SECTION
DATE: AUGUST, 2014
JOB NO. 0871-0000.00
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

S:\Projects\2014\Timnath\1408\1408-0000-00\1408-0000-00-01.dwg

FINAL MAJOR SUBDIVISION

THE RIDGE AT HARMONY ROAD SUBDIVISION

Josh Olhava, AICP
Senior Planner
April 18, 2016

Town Board

Item C.1.C.2



MAJOR SUBDIVISION

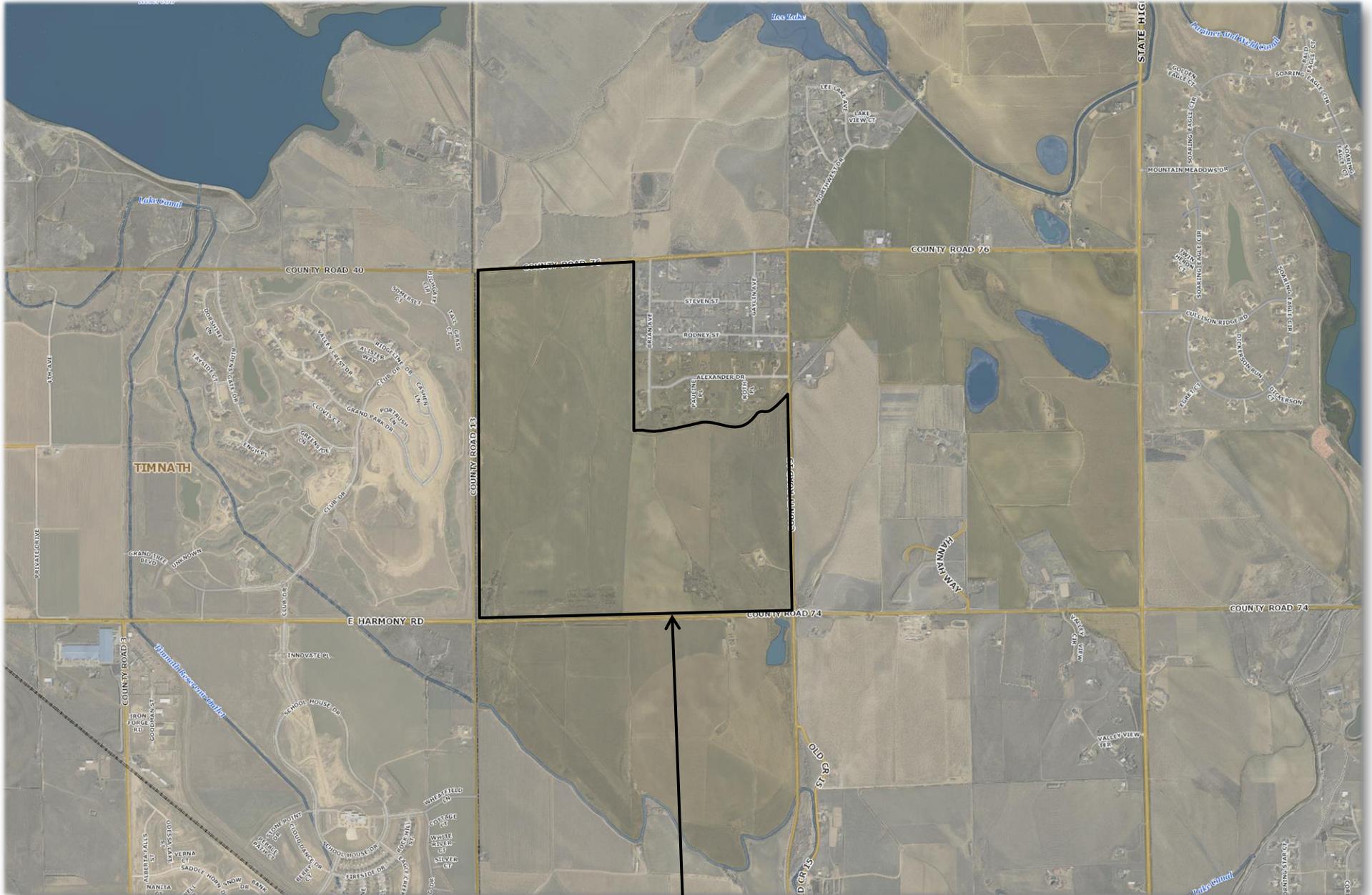
Article IV of Chapter 17 of the Municipal Code outlines the purposes of the Major Subdivision process, including:

Sec. 17-4-10. Purpose.

The purposes of the major subdivision procedure are:

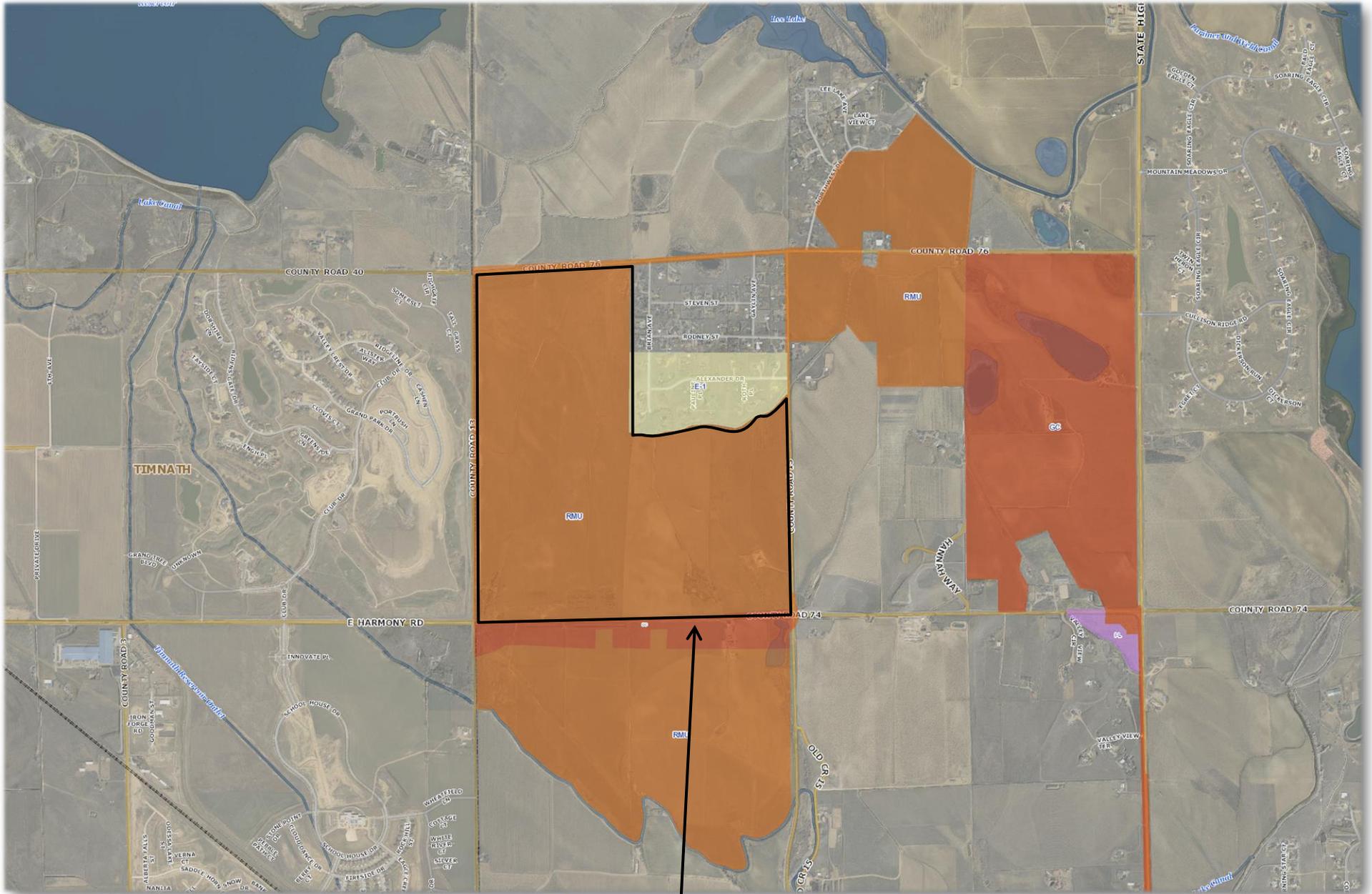
- 1) *To divide or reconfigure a parcel or parcels of land into six (6) or more parcels, sites or lots for the purpose, whether immediate or future, of transfer of ownership or building development.*

SITE VICINITY MAP



Site Location

VICINITY ZONING MAP

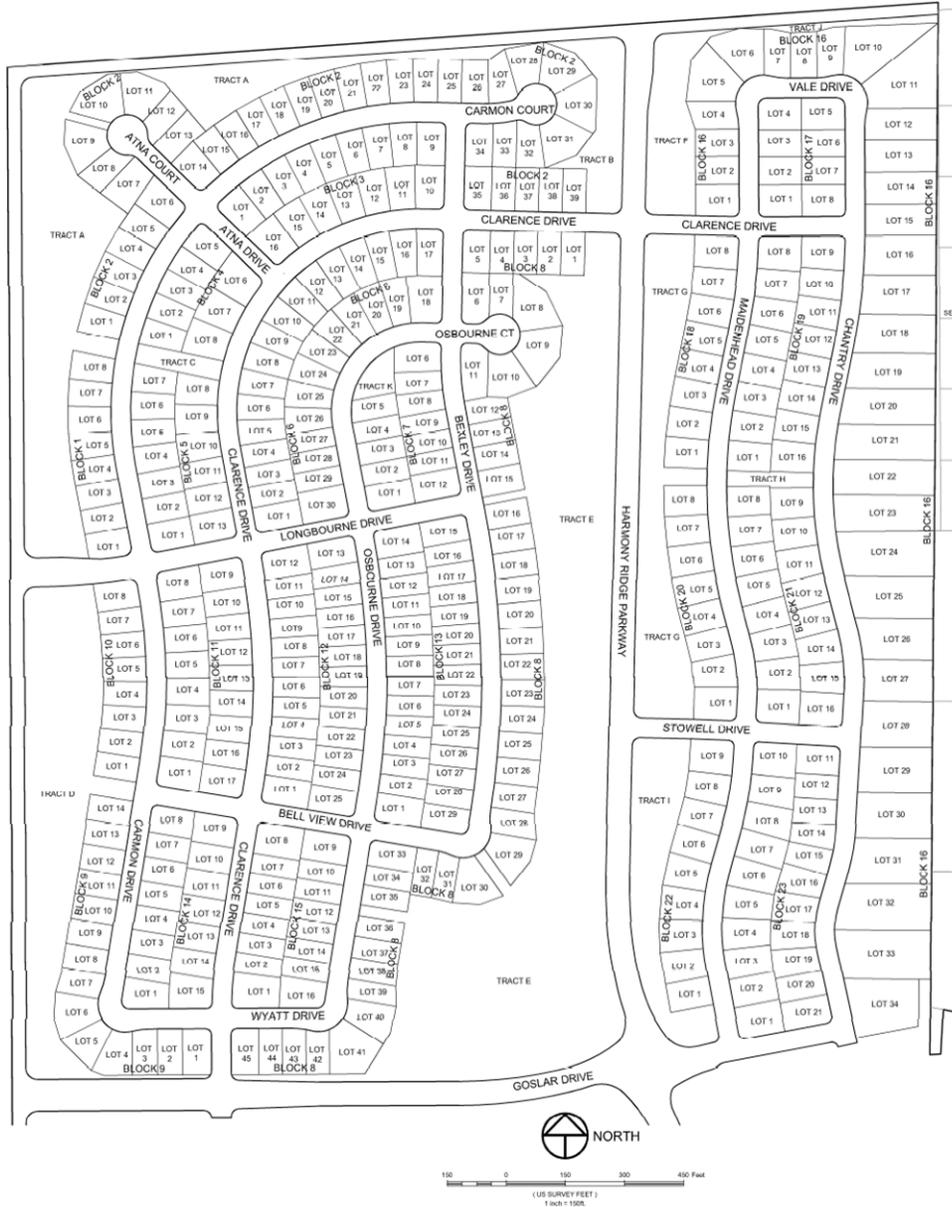


Site Location – Zoned Residential Mixed Use (RMU)

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



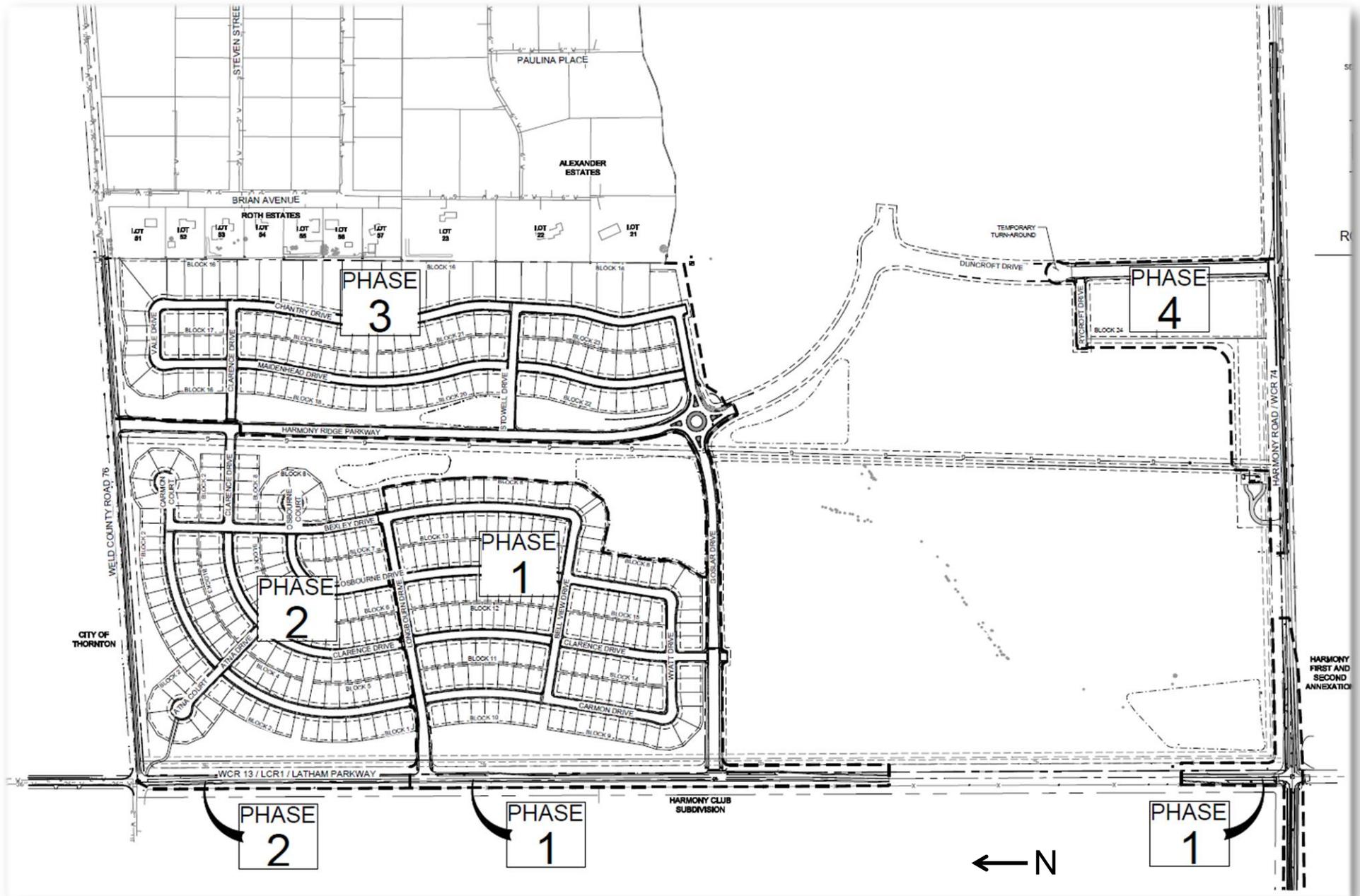
LOT & BLOCK TABLE	LOT #	# OF LOTS
1	8	
2	36	
3	16	
4	8	
5	13	
6	30	
7	12	
8	45	
9	14	
10	8	
11	17	
12	25	
13	29	
14	15	
15	16	
16	34	
17	8	
18	8	
19	16	
20	9	
21	14	
22	9	
23	21	
24	1	
TOTAL	416	

		LAND USE TABLE			
PARCEL	DESCRIPTION	DEDICATION	AREA	PERCENT	INTENDED OWNERSHIP/MAINTENANCE BY
TRACT A	Open Space	Drainage Utility & Access Easement	244,389 S.F. 5.61 AC.	1.27%	Metro District
TRACT B	Open Space	Drainage Utility & Access Easement	43,133 S.F. 0.99 AC.	0.22%	Metro District
TRACT C	Open Space	Drainage Utility & Access Easement	11,055 S.F. 0.25 AC.	0.06%	Metro District
TRACT D	Open Space	Drainage Utility & Access Easement	193,884 S.F. 4.45 AC.	1.01%	Metro District
TRACT E	Open Space	Drainage Utility & Access Easement	204,171 S.F. 4.69 AC.	0.94%	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.	0.02%	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 L	Future Development	Drainage Easement	5,038,271 S.F. 115.86 AC.	26.19%	HR Exchange
TRACT N	Future Development	Drainage Easement	7,055,190 S.F. 162.03 AC.	36.69%	HR Exchange
TRACT O	Future Development	Access Easement	138,563 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		1,992,358 S.F. 44.98 AC.	10.19%	Town of Windsor
LOT 1, BLOCK 34	Commercial		82,045 S.F. 1.88 AC.	0.45%	Property Owner
LOTS (415)	Private Residence		3,584,893 S.F. 82.30 AC.	18.64%	Property Owner
TOTAL			18,235,844 S.F. 418.82 AC.	100.00%	



DRAFT
2-5-16

ROADWAY AND LOT PHASING PLAN



NOTIFICATION AREA

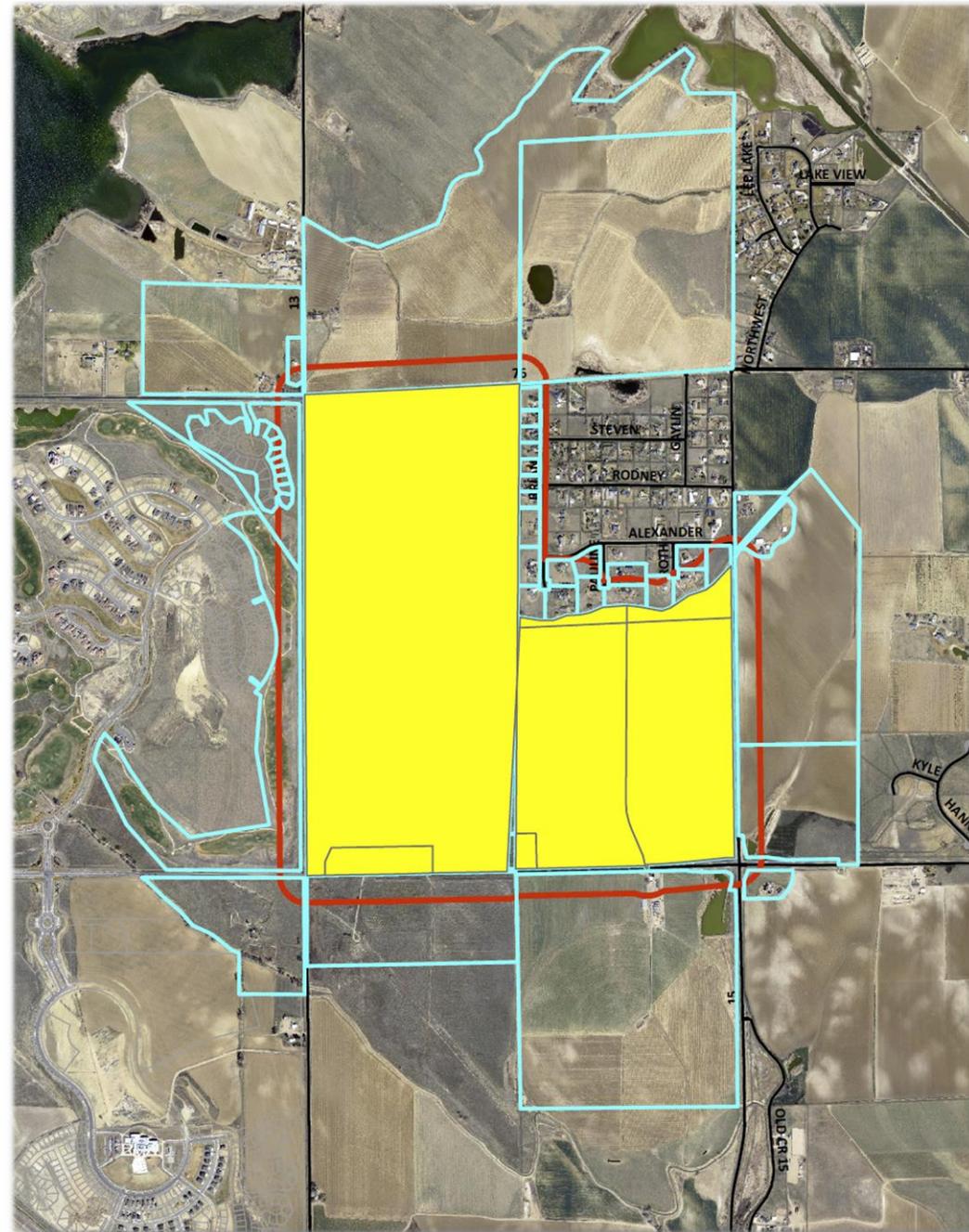
Notification:

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

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

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



FUTURE TOWN BOARD MEETINGS

Work Sessions & Regular Meetings will be held in the Board Chambers unless otherwise noted.

April 25, 2016 6:00 p.m.	Town Board Work Session Hazardous Mitigation discussion
April 25, 2016 7:00 p.m.	Town Board Meeting
May 2, 2016 6:00 p.m.	Town Board Work Session
May 9, 2016 5:30 p.m.	Tree Board Grove Dedication - Outgoing Mayor and Board Members Board/Manager/Attorney Monthly Meeting
May 9, 2016 7:00 p.m.	Town Board Meeting Kern Board Meeting
May 16, 2016 6:00 p.m.	Town Board Work Session Joint meeting with the Library, Fire and School Districts
May 23, 2016 6:00 p.m.	Town Board Work Session
May 23, 2016 7:00 p.m.	Town Board Meeting
May 30, 2016	Fifth Monday & Memorial Day
June 6, 2016 6:00 p.m.	Town Board Work Session
June 13, 2016 5:30 p.m./1 st floor conference room	Board/Manager/Attorney Monthly Meeting
June 13, 2016 7:00 p.m.	Town Board Meeting
June 20, 2016 6:00 p.m.	Town Board Work Session
June 27, 2016 6:00 p.m.	Town Board Work Session
June 27, 2016 7:00 p.m.	Town Board Meeting
July 4, 2016 6:00 p.m.	Town Board Work Session - cancelled

July 11, 2016 Board/Manager/Attorney Monthly Meeting
5:30 p.m./1st floor conference room

July 11, 2016 Town Board Meeting
7:00 p.m. Kern Board Meeting

July 18, 2016 Town Board Work Session
6:00 p.m.

July 25, 2016 Town Board Work Session
6:00 p.m.

July 25, 2016 Town Board Meeting
7:00 p.m.

Additional Events

May 2, 2016 Town Board 1v1 meeting with Strategic Plan Facilitator
May 11, 2016; 4-6:30 p.m. Northern Colorado Leadership Summit at The Ranch
May 12, 2016; 12-7 p.m. Strategic Planning
May 13, 2016; 8 a.m. – 2 p.m. Strategic Planning
May 25, 2016; 9-11 a.m. CML Spring Outreach Meetings - Loveland
June 21-24, 2016 Colorado Municipal League Annual Conference

Future Work Session Topics

Water Rights Dedication Policy
Broadband discussion – session at CML Annual Conference