



**TOWN BOARD REGULAR MEETING**  
April 25, 2016 - 7:00 P.M.  
Town Board Chambers  
301 Walnut Street, Windsor, CO 80550

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

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AGENDA

A. CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance
3. Arbor Day Poster & Poetry Contest Recognition
4. A Mayoral Proclamation for the Appointment of Board And Commission Liaisons for Members of The Windsor Town Board
5. Proclamation for Economic Development Week
6. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
7. Board Liaison Reports
  - Mayor Pro Tem Baker – Parks, Recreation & Culture Advisory Board; North Front Range/MPO alternate (formerly liaison to Water & Sewer Board)
  - Town Board Member Morgan – Water & Sewer Board; Clearview Library Board (formerly liaison to Parks, Recreation & Culture and Great Western Trail Authority)
  - Town Board Member Bennett – Planning Commission; Windsor Housing Authority
  - Town Board Member Boudreau – Chamber of Commerce; Planning Commission alternate
  - Town Board Member Adams – Tree Board; Poudre River Trail Corridor Board
  - Town Board Member Melendez – Downtown Development Authority; North Front Range/MPO (formerly liaison to Chamber of Commerce)

8. Invited to be Heard

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

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

B. CONSENT CALENDAR

1. Minutes of the April 11, 2016 Regular Town Board Meeting and April 18 Special Board Meeting – K. Eucker
2. Resolution No. 2016-25 - A Resolution Approving The Sixth Amendment to an Intergovernmental Agreement Between the Town of Windsor and the Poudre Tech Metropolitan District for the Purpose of Assuring the Orderly Provision of Public Improvements in the South Hill Subdivision – I. McCargar
3. Advisory Board Appointment – P. Garcia

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
3. Resolution No. 2016-26 – A Resolution Approving the Acceptance of the donation presented by the Windsor Chapter of the World Peace Prayer Society, in conjunction with our Public Art Program
  - Legislative action
  - Staff presentation: Eric Lucas, Director of Parks, Recreation & Culture
4. Financial Report
  - Staff presentation: Dean Moyer, Director of Finance
5. Economic Development Report
  - Staff presentation: Stacy Johnson, Director of Economic Development

D. COMMUNICATIONS

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

E. ADJOURN

## TOWN OF WINDSOR

### A MAYORAL PROCLAMATION FOR THE APPOINTMENT OF BOARD AND COMMISSION LIAISONS FOR MEMBERS OF THE WINDSOR TOWN BOARD

WHEREAS, the Windsor Town Board is privileged to share its members with various boards, commissions and authorities, all of which serve the interests of the Town and its citizens; and

WHEREAS, following the certification of elected Town Board members in conjunction with the 2016 Regular Municipal Election, the Town Board has discussed the assignment of its membership for service as board and commission liaisons; and

WHEREAS, the power to make appointments of Town Board members to board and commission positions is vested in the Mayor.

NOW, THEREFORE, I, KRISTIE MELENDEZ, MAYOR OF THE TOWN OF WINDSOR, COLORADO, having conferred with my fellow Town Board members and being fully advised, do hereby proclaim the following board and commission appointments:

1. **Planning Commission liaison:** Ken Bennett, with Brenden Boudreau serving as alternate.
2. **Parks and Recreation Advisory Board liaison:** Myles Baker
3. **Poudre River Trail Corridor Board representative:** Ivan Adams
4. **Water and Sewer Board liaison:** Christian Morgan
5. **Chamber of Commerce representative:** Brenden Boudreau
6. **North Front Range Metropolitan Planning Organization representative:** Kristie Melendez, with Myles Baker serving as alternate.
7. **Historic Preservation Commission liaison:** District 4 Representative
8. **Tree Board liaison:** Ivan Adams
9. **Housing Authority appointee:** Ken Bennett
10. **Library Board liaison:** Christian Morgan
11. **Downtown Development Authority liaison:** Kristie Melendez

12. **Great Western Trail Authority appointee:** District 4 Representative

Dated this 25<sup>th</sup> day of April, 2016.

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Kristie Melendez, Mayor



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## Proclamation for Economic Development Week

May 8-14, 2016

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Recognizing 2016 as the “The Year of the Economic Developer,” and May 8 -14 as  
Economic Development Week

WHEREAS, economic development promotes economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic development stimulates and incubates entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and

WHEREAS, economic development engages in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

WHEREAS, economic development attracts and retains high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

WHEREAS, economic development works in the Town of Windsor within the State of Colorado; and

NOW, THEREFORE, BE IT PROCLAIMED that the Mayor and Town Board of the Town of Windsor do hereby—

Recognize the efforts of our economic development department

in the Town of Windsor and remind individuals of the importance of this profession in expanding career opportunities and improving quality of life.

Dated this 25<sup>th</sup> day of April, 2016

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Kristie Melendez, Mayor



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MINUTES

A. CALL TO ORDER

Mayor Vazquez called the regular meeting to order at 6:59 p.m.

1. Roll Call

Mayor  
Mayor Pro Tem

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

Also Present:

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

Kelly Arnold  
Ian McCargar  
Patti Garcia  
Kelly Unger  
John Michaels  
Dennis Wagner  
Scott Ballstadt  
Terry Walker  
Josh Olhava  
Carlin Barkeen  
Dean Moyer  
Tara Fotsch  
Krystal Eucker

2. Pledge of Allegiance

Mayor Vazquez led the Pledge of Allegiance.

3. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board

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

4. Board Liaison Reports

- Mayor Pro Tem Baker – Water & Sewer Board; North Front Range/MPO alternate  
Mayor Pro Tem Baker had no update on the Water and Sewer Board.  
Mr. Baker was unable to attend the MPO but funding was approved for the proposed U.S. 34 Planning and Environmental Lineage Study.
- Town Board Member Morgan – Parks, Recreation & Culture; Great Western Trail Authority  
Town Board Member Morgan had no report.
- Town Board Member Melendez – Downtown Development Authority; Chamber of Commerce  
Town Board Member Melendez reported the Chamber of Commerce meets April 13, 2016.
- Town Board Member Rose – Clearview Library Board  
Town Board Member Rose reported the Library Board is continuing discussion on the proposed library expansion and they are looking at the various options including private fundraising.
- Town Board Member Bishop-Cotner – Historic Preservation Commission; Planning Commission  
Town Board Member Bishop-Cotner had no report.
- Town Board Member Adams – Tree Board; Poudre River Trail Corridor Board  
Town Board Member Adams reported the Tree Board Arbor Day Presentation will be on April 14, 2016 at Mountain View and April 15, 2016 at Tozer Primary School. The Arbor Day 5k will be April 16, 2016.  
Mr. Adams reported the Poudre River Trail Board lost the grant that would help with funding for easements.
- Mayor Vazquez – Windsor Housing Authority; North Front Range/MPO  
Mayor Vazquez had no report.

5. Arbor Day Proclamation

Mayor Vazquez read the proclamation.

6. Poudre Valley Medical Fitness Week Proclamation

Mayor Vazquez read the proclamation.

7. Public Invited to be Heard

Mayor Vazquez opened the meeting up for public comment.

Mike Mitchell, 6771 Steven Street, Windsor CO addressed the Board on the sand and wind blowing around the neighborhood from the Harmony Ridge subdivision. Mr. Mitchell feels the contractor is not abiding by the State of Colorado erosion control standards and have violated most of the concepts that are put out in the state standards.

B. CONSENT CALENDAR

1. Minutes of the March 28, 2016 Regular Town Board Meeting – K. Eucker
2. Report of Bills – D. Moyer

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

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

#### C. BOARD ACTION

1. Johnny's Community Run - Town Sponsored Event Request
  - Applicant presentation – Mark Jacoby

Per Ms. Fotsch Johnny's Community Run is a 5K Run/Walk event to be held on April 23, 2016 at Boardwalk Park. The run is being organized by the Jacoby Family along with a group of citizens that approached the Jacoby family that wanted to hold an event in honor of Johnny Jacoby.

Mark Jacoby, 1343 Westwood Drive, Windsor, CO stated the community was very supportive of the family after the incident. The family wanted to give back to the community by remembering Johnny's spirit and also hosting a 5k with the proceeds going to Johnny's favorite charity, 28 Hours of Hope and establishing a Johnny Jacoby Scholarship program for Windsor High School Students.

Mr. Vazquez expressed his condolences to the family regarding the incident involving Johnny Jacoby and is supportive of the Town's sponsorship of the event.

Mr. Adams stated he would also support the sponsorship of the event.

Mr. Baker commented that Johnny Jacoby is embodies what made Windsor special and is supportive of the sponsorship.

**Town Board Member Adams motion to support the request for the Town Sponsored event; Town Board Member Morgan seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Morgan, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays- None; Motion passed.**

2. Windsor High School Band - Long Form Grant Request

- Applicant Presentation – Robert Darragh, Director of Instrumental Music, Windsor High School

Ms. Garcia reported the Windsor High School Band has submitted a long form grant application requesting \$20,000 to help supplement their funds in order to represent Windsor in the 75th Pearl Harbor Ceremony and Parade on December 7, 2016. This is essentially an invitation only event and they are looking for funding to help the students get there and be able to represent Windsor adequately.

Robert Darragh, Windsor High School Band Director addressed the Board on the long form grant requested that was submitted to request funds to help students travel to Pearl Harbor to represent Windsor High School and Band, the Town of Windsor and the State of Colorado. The band would be the only band from Colorado to be in the parade and ceremony. The ceremony is significant as it will be the 75<sup>th</sup> anniversary of Pearl Harbor. Approximately 100 members of the band will be attending the event at a cost to the member of \$2,100 at this point. Fundraisers are being held to offset the cost to the members of the band.

Sue Kelly, Windsor High School Music Booster Club addressed the Board and stated one of the band members is Ms. Weinberger; her mother is a lieutenant colonel with the Air Force Reserves and she is working to point out how important this trip is and how seriously the band members are taking the experience. One project that will commence next week is called Causality Cards. Lieutenant Colonel Weinberger contacted the Marine Corp History Division and has obtained over 90 Causality Cards from December 7, 1941. She will place each causality on a 3X5 index card. Each marching band student will have a card and will spend the year marching in honor of this hero. The cards contain the birth, enlistment date, death date, ship, emergency contact and disposition of the body.

Mr. Darragh stated this is a very big event. The Windsor High School Band will be taking part in not only the parade but also the ceremonies, be on the field with the Marine Band, perform in front of the USS Missouri and will be laying a memorial wreath at the USS Arizona.

Mr. Morgan inquired if the process was competitive.

Mr. Darragh reported there are approximately 14 bands asked to attend the event from across the country.

Ms. Melendez inquired if the parade will be televised.

Mr. Darragh reported the parade will be televised as well as the ceremonies.

Mr. Adams commented that he is in support of the request.

Mr. Vazquez commented that he is in support of the request.

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

3. Resolution No. 2016-22 – A Resolution in Support of the Efforts of the Colorado Department of Transportation and North Front Range Metropolitan Planning Organization to Secure Funding for Necessary Improvements to Interstate Highway 25 Between State Highway 402 and State Highway 14

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

**Mayor Pro Tem Baker motioned to approve Resolution No. 2016-22; Town Board Member Bishop-Cotner seconded the motion.**

Per Mr. Arnold at the March 28, 2016 Town Board meeting, representatives of Colorado Department of Transportation (CDOT) presented a proposal to seek grant funding for an I-25 improvement project from SH 402 to SH 140. The request from CDOT was that the Town considers committing \$1 million to help supplement the match. CDOT has been meeting with other municipalities in the region seeking similar types of commitments.

The resolution would be supporting \$1 million to CDOT over a three year period.

Ms. Melendez inquired if the match funds the Town provides is contingent on the grant being awarded.

Mr. Arnold stated that is the assumption. However they may be continuing efforts if they are not successful with the TIGER Grant request and there will probably be continued interest in keeping this commitment in the future.

Ms. Melendez inquired that if they do not get the funding, the Towns funds will be removed from the table.

Mr. Arnold stated that is correct.

Mr. Baker commented that \$1 million is a lot of money for a community this size but the return the Town will be receiving will be worth it.

Mr. Vazquez inquired if it is possible to have the commitment on a standing commitment for a period of time that those dollars would only be distributed only upon the procurement of the funding for those highway dollars.

Mr. Arnold stated if that would have been of interest or concern, CDOT would have mentioned that.

Mr. Baker inquired if the grant is not awarded can we keep the money in the capital improvement fund to be used as a place holder for future similar projects.

Mr. Arnold stated that would be a good discussion at budget time.

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

4. Site Plan Presentation – Highlands Industrial Park Subdivision, Block 4, Lot 1 – Advanced Roofing Technologies – Brad Evans, Advanced Roofing Technologies, applicant/ BJ DeForge, Hauser Architects, P.C., applicant’s representative

- Staff Presentation: Josh Olhava, Senior Planner

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

Site characteristics include:

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

Building and structural details include:

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

The current presentation is intended for the Town Board's information. Should the Town Board have any comments or concerns pertaining to this project, please refer such comments to staff during the presentation so that they may be addressed during staff's review of the project.

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

Ms. Melendez inquired as to the industry that will be utilizing the building.

Mr. Brad Evans stated they are a roofing contractor and do not manufacture any products. Everything they do is installed at the jobsite and there is limited storage with the majority of it being indoor storage. Vehicles will be parked in the back.

Mr. Vazquez inquired if the majority of the work is residential.

Mr. Evans stated they most of their work is commercial.

Mr. Vazquez inquired if there will be trusses or construction materials that will be stored outside.

Mr. Evans stated there would not be.

Mr. Vazquez inquired as to what the neighbors to the north would see out their back yards.

Mr. Evans stated they would see some vehicles, trailers and pallet racking. The goal is to obtain a larger facility to be able to bring all materials inside. Materials are shipped directly to a jobsite; an abundance of materials that are left over from a job site will be shipped back but the small pieces will be brought back to the warehouse.

Mr. Vazquez inquired if hot tar will be batched on the site.

Mr. Evans stated as a contractor, they do not install hot tar roofs.

Mr. Melendez inquired as to how many employees will be on site.

Mr. Evans stated the company is just under 50 employees but 12 individuals work in the office.

5. Public Hearing – Mineral Owner Notification for Surface Development per Article 65.5 of Colorado Revised Statutes – The Ridge at Harmony Road Subdivision – HR Exchange LLC., The Landhuis Company, applicant/ Jeff Mark, The Landhuis Company, applicant’s representative
  - Legislative action
  - Staff presentation: Josh Olhava, Senior Planner

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

Per Mr. Olhava this public hearing is for the mineral owner’s notification for surface development and an objection was received by the Town from Anadarko. The Ridge at Harmony Road is  $\frac{3}{4}$  of a section in the area of Harmony Road and County Road 76.

Mr. Vazquez inquired if Mr. McCargar had anything to add on the statutory requirements relative to the mineral notification.

Mr. McCargar stated the statute requires that the applicant provide notice to the mineral owner and that has been done. The mineral owner has filed a timely objection. At this point it is a question if the applicant can satisfy the requirements of the statute with respect to either a signed surface use agreement or an official declaration by Anadarko that they are withdrawing the objection.

Mr. Jeff Mark stated they have been in contact with Anadarko over the last two years. An email from Anadarko that was received by Mr. Mark and Attorney David O’Leary was forwarded to the Town that reads in part, “By replying to this email you agree to the terms specified above and you agree to negotiate the specific terms of the SUA in good faith recognizing that time is of the essence. As soon as I receive your email, Anadarko will officially withdraw its objection to the plat.” Mr. O’Leary then responded to Anadarko effectively stating they are in concurrence with the terms and Mr. Mark believes they have removed Anadarko’s objection.

Mr. Vazquez inquired if that documentation has been forwarded to Mr. McCargar.

Mr. Mark stated it has.

Mr. McCargar stated what has been forwarded is a statement from the representative of Anadarko that as soon as confirmation has been received from the surface owner as to the terms above, Anadarko will officially withdraw its objection. The Town, as of now does not have any official document withdrawing its objection for the record.

Mr. Vazquez stated that the statement from the Anadarko representative that by acknowledging or accepting the terms will withdraw the objection.

Mr. McCargar stated if Mr. Mark would allow Mr. McCargar to read something into the record even though Mr. McCargar is not a witness; Mr. McCargar stated an email that was received by an individual named Travis who appears to be a representative of Anadarko stated in part, “As soon as I receive your email Anadarko will officially withdraw its objection to the plat for the northwest

corner of the property.” What is being seen by that statement is that another step is required by Anadarko. What has not been received is what would be entered into the record is something from Anadarko officially withdrawing its objection. The email said that it will withdraw the objection but it has not as of this moment. A document signed by Anadarko has not been received that officially withdraws the objection.

Mr. O’Leary stated he agrees with the dilemma and stated attempts have been made to obtain an official withdraw.

Mr. Mark believes that from Mr. O’Leary’s response, obligations have been met to withdraw the objection.

Mr. McCargar stated it is the decision of the Town Board to decide whether the record is sufficient to proceed under the statute; the statute requires a surface use agreement or withdrawal of the objection.

Mr. Vazquez inquired if it is specified in the statute what acceptable notification is.

Mr. McCargar stated the statute requires the applicant and any mineral estate owners who have filed an objection have executed a surface use agreement related to the property; the provision of which are evidenced by a memorandum or otherwise recorded in the records of the clerk and recorder of the county in which the property is located.

Mr. Vazquez commented that is for a surface use agreement and would not be for the mitigation of an objection.

Mr. McCargar stated that is correct. If the Board feels that there is still a valid objection before the Board, a decision will need to be made whether the record supports that it has been withdrawn. Mr. McCargar feels it does not appear that there is a written surface use agreement executed.

Mr. Rose commented that the email is a valid articulation of an intent to withdraw but it is not a valid withdraw.

Mr. Bishop-Cotner stated at this moment there are questions regarding the withdrawal so an option is to table the item for two weeks.

Mr. Adams inquired as to how a two week delay would impact the project.

Mr. Mark stated there is a number of dynamics and stated they have been in process for three years so they are at a crossroads at this point. There have been negotiations that have taken place, had disputes with staff and have generally overcome those hurdles. The project was forced to commence early grading so that risk was taken. If the sewer cannot be started soon they will be looking at winter time where they could have problems with pavement.

Mr. Mark stated correspondence has been ongoing with Anadarko for the last two years. Pad sites will be beneficial to have on the property as they will be paying a mill levy which then helps support the metro district.

Mr. Bishop-Cotner inquired as to when the objection was received.

Mr. Mark stated it was about 30 minutes prior to the Planning Commission meeting on April 6, 2016.

Mr. Baker inquired if this is approved and the agreement does not materialize what would happen to the Town.

Mr. McCargar stated in regards to this hearing to determine whether the mineral owner notification statute has been satisfied; it does not have anything to do with subdivision approval. The objective is to determine if an objection was properly filed and whether the developer has taken advantage of one of two options to get around the objection; either a surface use agreement or incorporating into its development plan certain accommodations for the oil and gas activity that may take place on the site. Neither of which has happened. A decision needs to be made by the Board if the record supports finding that the objection has been withdrawn and if that finding cannot be made, then the next two agenda items cannot go forward under the statute.

Mr. Vazquez inquired as to clarification of the email that was received from Anadarko.

Mr. Mark read the email addressed to Mr. O'Leary that stated, "As soon as I receive your email, Anadarko will officially withdraw its objection to the plat."

Mr. Vazquez commented from the wording of the email that if there was an email sent that Anadarko will officially remove the objection. The statute outlines certain steps for a surface use agreement to be executed but it does not outline the requirements for an objection to be withdrawn.

Ms. Melendez commented that her understanding is that the Board needs to have a record of its findings and feels the email supports that finding.

Mr. Rose inquired as to who the email was sent to.

Mr. O'Leary stated it was sent to Mr. Mark and himself.

Mr. Rose inquired if there was anyone on the CC line.

Mr. O'Leary stated there was not.

Mr. Rose inquired as to who the response was sent to.

Mr. O'Leary stated it was sent to Travis Book, Mr. Mark and himself.

Mr. Rose inquired as to no formal communication being sent to the Town from Anadarko.

Mr. McCargar stated the record on this subject is pretty much as Mr. Mark and Mr. O'Leary have cited.

Mr. Vazquez inquired if Mr. McCargar does have a copy of the email for the record.

Mr. McCargar stated the email was forwarded by Mr. O'Leary.

Mr. Morgan inquired if the language in the email is sufficient or equal to written communication that may have been received.

Mr. McCargar stated if Anadarko would have presented the Town something that looks like the objection and that says Anadarko officially withdraws its objection that would be sufficient.

Mr. Morgan inquired if Travis Book is in the capacity to withdraw the objection.

Mr. McCargar stated Travis Book is the individual that signed the objection so he will be sufficient to withdraw the objection.

Mr. Vazquez inquired if through this process and it is determined that there is sufficient evidence to address the objection, there is nothing that precludes the Board from the next agenda items of maybe requesting a surface use agreement or some other executed document with the plat.

Mr. McCargar stated if this circumstance goes the way it usually does, the mineral notification would have gone out and no one would object because the mineral interest holder is satisfied in some way. This is different because of the objection. If there were a surface use agreement there would not have been an objection.

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

**Mayor Pro Tem Baker motioned to find that the requirements of the mineral notification statute were met by the applicant; Town Board Member Melendez seconded the motion. Roll call on the vote as follows: Yeas –Melendez, Adams, Vazquez; Nays – Baker, Morgan, Rose, Bishop-Cotner; Motion failed.**

**Town Board Member Adams motioned to postpone agenda items 6 & 7 to a date certain, April 18, 2016; Mayor Pro Tem Baker seconded the motion. Roll Call on the vote as follows: Yeas – Baker, Morgan, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays- None; Motion passed.**

6. Resolution No. 2016-24 – A Resolution Authorizing the Town Manager to Propose to the City of Fort Collins an Amendment to the Intergovernmental Agreement Between the Town of Windsor and City of Fort Collins With Respect to Development in the Interstate 25/State Highway 392 Corridor Activity Center
- Legislative action
  - Staff presentation: Kelly Arnold, Town Manager

**Town Board Melendez motioned to approve Resolution No. 2016-24; Town Board Member Morgan seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Morgan, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays- None; Motion passed.**

Mr. Arnold stated the Resolution before the Board represents the Town Board's instructions to the Town Manager to present the proposed Amended and Restated Intergovernmental Agreement Pertaining to Development of the Interstate 25/Highway 392 Interchange ("IGA") to the City of Fort Collins. By doing so, the Town is making an offer to the City to modify the terms of the existing IGA. If the City and the Town are able to come to agreed terms, further official action will be required for formal adoption of the IGA as amended.

The core of the amendments is to expand the permitted uses in the Corridor Activity Center to include automobile dealerships and single-family detached residential homes. The amendments modify the revenue sharing formula for sales and property tax revenue arising out of these uses. The amendments also incorporate an exhibit containing the Enhanced CAC Design Standards for development on the Windsor side of the interchange.

Mr. Ballstadt stated the proposed design standards require a minimum 40 foot buffer with the option to increase that width to 50-60 feet between commercial and residential areas. While the 40 foot minimum width would be more stringent than other adopted setbacks in town he neighbors did indicate they would still prefer a wider buffer and at the last work session and the auto dealerships did indicate their willingness to provide up to a 50 foot buffer. With those items in mind and the fact that the development standards would apply to all commercial uses that abut residential areas, one option that staff suggested was to identify a specific buffer that would address the Country Farms and County Meadows neighborhoods so that the width and density of landscaping, maintenance and timing of installation could be addressed in the subdivision agreement.

To date the Enhanced Design Standards that have come before the Board have not addressed building heights because that is something that was addressed in the 2011 design standards that were adopted by both Fort Collins and Windsor. Section 17.13.443 of the municipal code caps the maximum height at 90 feet in the Corridor Activity Center (CAC). If the Board proposes to change the maximum height an appropriate reference would be to the limited industrial zoning of the property which is the underlying zoning and that does reduce the building height to 75 feet. The reason for the taller height in the CAC is consistent with the I-25 corridor plan which identifies the interchange as a CAC as well as the Comprehensive Plan that identifies the I-25/392 interchange as a regional commercial employment node. The height is intended to accommodate those higher intensity uses. It is important to note that if any future application proposing to exceed the maximum height agreed upon by Fort Collins and Windsor would require Fort Collins consideration as well as Windsor's building height modification process.

The auto dealerships are looking for clarifications on landscaping between berms on I-25 as well as some clarity on where parking can occur around buildings.

Mr. Baker commented that he is in favor of a larger buffer zone but does not feel that should be imposed across the CAC.

Mr. Rose commented he does not support the motion because there are two proposed uses that could be good or they could be bad but that is unknown as there is no concept of what is desired for this area.

Mr. Morgan inquired if a public hearing will be opened.

Mr. Vazquez stated there was no intention as there was a special meeting to take public comment.

Mr. Morgan suggests taking public comment as there are individuals in in the audience and there may be different issues brought forward.

Ms. Melendez commented that the Board has listened intently to the public. There are still unknowns at this time but there are already approved uses as this area is zoned commercial and those uses could cause great concerns and issues other than what is being proposed for the area. Also in the five years since the improvements have been made there has been no interest in the property until now.

Mr. Bishop-Cotner commented that he is willing to hear public comment.

Mr. Morgan commented that there has not been much discussion on the 45 acres to the north regarding single family homes.

Mr. Vazquez stated they cannot have that discussion as there is an application pending so that would be an ex parte discussion.

Mr. McCargar stated discussion can take place on a legislative matter whether to permit the use under the IGA but discussion regarding rezoning cannot be discussed.

Mr. Baker commented that since individuals are at the meeting they should be given the opportunity to speak.

Mr. Adams inquired if we can restrict comments to issues that have not been brought up previously.

Mr. Vazquez commented that there will be opportunity for public input during the subdivision process.

Judy Ellzey, 8016 Loudon Circle, Windsor, CO inquired if the IGA has been amended and approved and is it a guarantee the dealerships are going in.

Mr. Vazquez stated the Board has agreed to engage with the City of Fort Collins to consider the IGA. If that IGA is amended the Town wants to make sure the Town has an understanding of what that amended agreement is going to entail. The Town is attempting to determine if dealerships go in, what they will look like, how they will be developed and what will be the process for the community to participate in moving forward. At this point Fort Collins has asked Windsor to propose a plan for that area.

Ms. Ellzey commented that her and her husband are against the auto dealerships and are concerned with fumes from the body shops and noise from the intercoms.

Mr. Baker inquired if there will be body shops allowed at the dealerships and what has been resolved as far as noise at the dealership.

Mr. Ballstadt stated the Enhanced Design Standards have standards regarding noise and if the sales and service is allowed the standards define auto sales statutorily.

Mr. McCargar stated the statutory definition does not include body work.

Mr. Ballstadt stated the auto body piece would need to be clarified from the dealership.

Mr. Baker inquired if they have agreed to not use loud speakers to communicate throughout the dealership.

Mr. Ballstadt stated that is correct as they do not have any issues with the noise standards that have been proposed.

Arnold Jahnke, 7948 Bayside Drive, Windsor CO addressed the Board and stated even though the consideration is enhancements to the IGA the conversations seem to be geared more towards the dealership. The IGA should be for any business that operates in the area specified. Mr. Jahnke asked the Board to consider why Fort Collins is willing to let go of the dealerships and let them move to Windsor if it is financially profitable for the community.

Sabrina Richardson, 7953 Bayside Drive, Windsor, CO stated when the IGA was put into place residents knew it wasn't going to be single family homes or car dealerships and to now there could be those uses.

Mr. Baker inquired as to clarification of the single family homes and what part of the property they will be built on.

Mr. McCargar stated single family detached residential homes would be limited to 45 acres on the north side. A specific agreement has been reached with the land owner has not been executed yet but the terms have been negotiated to exactly where the single family homes would go.

Donald Burritt, 7931 Bayside Drive, Windsor, CO thanked the Town Board for their efforts on the IGA. Mr. Burritt commented that it does not seem feasible for the developer to have only a 50 foot buffer between the homes he is developing and our existing homes.

Steve Steinbecker with Architecture West stated the request was for residential mixed use which is a combination of residential that would be single family, single family attached, multi-family and commercial. There will be a substantial amount of commercial development that that will go along with this planned unit development that will have pedestrian access from single family. It will be compatible with the Ptarmigan Golf Course properties already existing.

Elaine Burritt, 7931 Bayside Drive, Windsor, CO stated staff has mentioned that code enforcement will be an issue with the dealerships.

Mr. Bishop-Cotner stated it was communicated to homeowners before they had purchased land that certain used would not be allowed and if these car dealerships are such a great idea then why would Fort Collins let them go to Windsor.

Mr. Baker thanked the staff, land owners and residents for their input on the issue. Mr. Baker feels this is not the right time or place for auto dealerships and will not support the IGA amendment.

Mr. Morgan stated he feels the dealerships seem to be economically neutral for Windsor and feels Windsor should be receiving 100% of the revenue from the dealership source. It has been mentioned that car dealerships in general cause code enforcement issues but that is also a form of revenue generation.

Mr. Adams stated he will support the amendment.

Ms. Melendez stated she believes that the single family detached homes should be kept in the current IGA. The Town is unaware of the proposal or what the developer would be contributing.

Mr. Vazquez commented that the draft being presented to the City of Fort Collins is not an approval of anything. This is just an authorization to allow the Town Manager to provide material to the City of Fort Collins for further discussion.

**Town Board Member Melendez motioned to approve Resolution No. 2016-24; Town Board Member Morgan seconded the motion. Roll call on the vote resulted as follows: Yeas – Morgan, Melendez, Adams, Vazquez; Nays- Baker, Rose, Bishop-Cotner; Motion passed.**

#### D. COMMUNICATIONS

1. Communications from the Town Attorney  
None
2. Communications from Town Staff  
None
3. Communications from the Town Manager  
A special meeting is scheduled for April 18, 2016 at 7:00 for the swearing in of the mayor and new board members. Dinner will be at 6:00 p.m. at The Border
4. Communications from Town Board Members  
Mr. Baker would like to thank Mr. Vazquez, Mr. Rose and Mr. Bishop-Cotner for all of their service and commitment to the Town over the years.  
Mr. Adams and Mr. Morgan seconded the comments made by Mr. Baker.  
Mr. Melendez thanked Mr. Rose and Mr. Bishop-Cotner for their years of service on the Town Board.  
Ms. Melendez also spoke of Mr. Vazquez's service and leadership over the years.
5. Thank you to departing Mayor and Town Board Members  
Mr. Arnold presented the Mayor and outgoing Town Board Member departing gifts.  
Town Board Member Jeremy Rose gave thanks for being able to serve on the Town Board.  
Town Board Member Robert Bishop-Cotner commended the Town staff and thanked them for their work that consistently goes above and beyond; thanked the citizens of the community for allowing him to serve the community for the last 8 years.  
Mayor John Vazquez thanked his family for their support over the last 8 years as well as the board members that he has worked with along the years as well.

#### E. ADJOURN

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

The meeting was adjourned at 10:02 p.m.



**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.

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AGENDA

**A. CALL TO ORDER**

Mayor Pro Tem Baker called the meeting to order at 7:06 pm.

1. Seating of Newly Elected Mayor and Town Board Members

Oath of Office – Patti Garcia, Town Clerk

Ms. Garcia asked Ms. Melendez, Mr. Baker, Mr. Bennett and Mr. Boudreau to stand and raise their right hands as she recited the Oath of Office to which the newly seated responded, “I will.”

2. Roll Call

Mayor  
Mayor Pro Tem

Kristie Melendez  
Myles Baker  
Christian Morgan  
Ken Bennett  
Brenden Boudreau  
Ivan Adams

Also Present:

Town Manager  
Town Attorney  
Town Clerk/Assistant to Town Manager  
Communications/Assistant to Town Manager  
Chief of Police  
Director of Engineering  
Town Prosecutor  
Director of Parks, Recreation and Culture  
Deputy Town Clerk

Kelly Arnold  
Ian McCargar  
Patti Garcia  
Kelly Unger  
John Michaels  
Dennis Wagner  
Kim Emil  
Eric Lucas  
Krystal Eucker

3. Pledge of Allegiance

Town Board Member Adams led the pledge of allegiance.

**B. DISCUSSION ITEMS**

1. Discussion of Mayor Pro-Tem

Ms. Garcia stated the Mayor Pro Tem position is called out in the Charter and does require a two-thirds vote. This position will take the place of the Mayor if they are unavailable.

Mr. Adams nominated Mr. Morgan to the Mayor Pro Tem position.

Mr. Morgan respectfully declined the nomination due to some recent changes and would like to nominate Mr. Baker to the Mayor Pro Tem position.

Mr. Adams commented that he was unaware Mr. Baker could hold that position for another two years.

Mr. McCargar stated Mr. Baker can serve consecutive terms as Mayor Pro Tem.

Ms. Melendez inquired if Mr. Baker is agreeable to server as Mayor Pro Tem for another two years.  
Mr. Baker stated it would be an honor to do so again as the last two years have been enjoyable for him.

Ms. Melendez commented that there are some very knowledgeable individuals on the Board that position does call for someone that has had some experience on the Board.

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

2. Advisory Board/Commission liaison responsibilities and assignments

Ms. Garcia stated the various advisory boards have been listed with a brief description of the board and the dates, times and location of the meetings. The advisory board assignments will be a two year commitment.

The consensus of the Board is that they are willing to allow others interested on the board they are currently serving on and opportunity if they wish.

Mr. Baker inquired if the assignments will be made tonight or at a later date.

Ms. Melendez inquired as to the wishes of the board.

Mr. Morgan commented that the appointment should be made tonight.

Ms. Garcia stated generally most Town Board Members serve on two advisory boards.

Ms. Melendez commented that traditionally the Mayor and Mayor Pro Tem serve on the Northern Front Range MPO.

Mr. Morgan suggested the Board Members state what boards they are currently serving on and what boards they would be interested in.

Mr. Baker currently serves on the Water and Sewer Board as well as the North Front Range MPO and is interested in the Great Western Trail Authority, PReCAB or Planning Commission.

Mr. Morgan currently serves on the Great Western Trail Authority and PReCAB and is interested in the Water and Sewer Board as well as Downtown Development Authority.

Mr. Bennett is interested in the Downtown Development Authority, Planning Commission and Windsor Housing Authority.

Mr. Boudreau is interested in the Planning Commission, Downtown Development Authority and Chamber of Commerce.

Mr. Adams is interested in the Tree Board and Poudre River Trail Authority and stated there are projects that have commenced on both boards that he would like to see through fruition.

Ms. Melendez commented that there are some projects with the Downtown Development Authority that she would like to see through to fruition as well.

Mr. Baker and Mr. Adams agree with Mr. Morgan on moving forward tonight with appointments.

Ms. Melendez commented on hearing interest from a one individual on certain boards and would like to make the appointments of those boards.

Mr. Bennett will be appointed to the Windsor Housing Authority and Planning Commission.

Mr. Morgan will be appointed to the Water and Sewer and Clearview Library Board.

Mr. Baker will be appointed to the Great Western Trail Authority and Northern Front Range MPO alternate.

Mr. Boudreau will be appointed to the Chamber of Commerce and Planning Commission alternate.

Mr. Adams will be appointed to the Tree Board and Poudre River Trail Authority.

Ms. Melendez will remain on the Downtown Development Authority and Northern Front Range MPO.

Ms. Melendez stated the incoming District 4 representative will be appointed to PReCab and Historic Preservation Commission.

Mr. Boudreau inquired if it is possible in the future to shuffle around the appointments to fill individual's interest.

Ms. Melendez stated that is possible.

Ms. Garcia inquired how the Board would like to handle advisory board interviews with one idea being assigning certain Town Board Members for a quarter at a time.

Ms. Melendez stated that is what she had in mind as some individuals have volunteered for the interviews on multiple occasions. If Board Members are not available during their quarter Ms. Melendez will be available for interviews as well.

Ms. Garcia inquired if the Town Board would allow the alternate positions on the advisory boards be automatically appointed to full time positions without going through another interview process; senior alternates would have the first opportunity at the full time positions.

Mr. Baker had a concern if the alternate was not what the advisory board thought they would be.

Ms. Melendez likes the idea of the alternate positions filling the full time positions as the alternates are not required to attend every meeting but they do have an understanding of what the advisory board would be working on.

Ms. Melendez confirmed the automatic process of any board having alternate members appoint a senior alternate when a full time vacancy becomes available; the interview process would take place for the alternate position.

Ms. Garcia stated that is correct.

Ms. Melendez commented on Mr. Baker's concern stating if an alternate moved into a full time position and there were concerns, the advisory board itself could address that issue internally.

3. District 4 selection process

Ms. Garcia reported five applications and letters of intent have been received for the District 4 vacancy. All the applicants have been notified that interviews will be held Monday May 2, 2016 starting at approximately 6:15. Town Board would convene at 6:00 pm to review interview questions and interview process. The interviews would then start at 6:15 pm with 30 minute interviews. The selection process is an open process and does not qualify for an executive session. An applicant would then be appointed on May 9, 2016 in time for strategic planning.

One applicant, Dennis Pohl is only available for a 6:15 interview as he has a prior commitment. Applicant names can be drawn to fill the other time slots for the night or place their names in order of when their applications were received.

Ms. Melendez stated there is no reason Mr. Pohl's request couldn't be granted unless there is an object from the Board.

Mr. Adams agrees with Ms. Melendez.

The names drawn in order are:

1. John Moore
2. Paul Rennemeyer
3. Bryon Dormire
4. Jeffrey Logue

Mr. Baker inquired as to when the appointment will be.

Ms. Garcia stated the appointment will be May 9, 2016. Deliberations can be done after the interviews on May 2, 2016 or on May 9, 2016.

C. BOARD ACTION

Town Attorney Ian McCargar stated the last Town Board meeting that was convened contained a hearing for a mineral rights owner that had objected to a subdivision that was on the agenda that evening. The objection has not yet been resolved so the public hearing and the subdivision approval that is scheduled tonight cannot go forward. Conversations with the applicant's representative revealed they are working on resolving the matter but as of now it is not resolved. The options for the Board are to take up the matter now in the absence of the applicant or entertain a motion to postpone the agenda items to a date certain or an indefinite postponement. The applicant's representative has requested the action items be scheduled for April 25, 2016.

**Town Board Member Morgan motioned to postpone agenda items C.1 and C.2 to April 25, 2016; Town Board Member Adams seconded the motion.**

Mr. Adams commented that the applicant was certain at the previous meeting last week that they would be able to get the objection withdrawn in a few days and that has not happened. It may be a better option to postpone the agenda items indefinitely.

Mr. Baker commented that he agreed with Mr. Adams and stated the agenda items should be postponed indefinitely. Postponing the agenda items to a date certain could result in continuing to postpone the agenda items.

Mr. Morgan commented on postponing the agenda items to April 25, 2015 as the applicant has made that request.

Mr. Baker inquired if the objection is received before Thursday the agenda items could be heard on April 25, 2016.

Mr. McCargar stated that is correct as the applicant believes the issue will be resolved on Wednesday April 20, 2016.

Ms. Melendez inquired if the item is on the agenda on April 25, 2016 and the applicant has not resolved the matter, the items can be postponed again and again.

Mr. McCargar stated that is correct.

Mr. Bennett commented that he is sensitive to the time needs of the applicant but would like to avoid going through the postponement process at meetings until the applicant has the matter resolved and is in favor of postponing the agenda item indefinitely.

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

Mr. Arnold stated since there is only one item on the work session agenda for April 25, 2016, that meeting will start at 6:30 instead of 6:00. The dedication for outgoing Board Members and the Mayor will take place on May 9, 2016 along with the Kern Board meeting. The meeting on May 16, 2016 will be a joint meeting with the library, fire district and school district. Also on May 11, 2016 from 4:00-6:30 a Leadership Summit will take place; information will be forwarded to the Board.

Mr. McCargar stated the Town Attorney's Office holds an orientation of any new board or commission members. Potential dates for the orientation are May 24 or 25, 2016. The most important item during the orientation is the CIRSA video.

Mr. Baker would like to thank all individuals that ran for Town Board positions and congratulated the new Town Board Member and the new Mayor and also thanked his wife and family for their support while serving on the Town Board.

Mr. Adams confirmed with Mr. Arnold the Tree Board poster presentation on April 25, 2016.

Ms. Melendez thanked her family, husband, constituents and friends who have supported her during the process.

D. ADJOURN

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

The meeting was adjourned at 7:57 pm.

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Krystal Eucker, Deputy Town Clerk



## MEMORANDUM

**Date:** April 25, 2016  
**To:** Mayor and Town Board  
**Via:** Regular meeting materials, April 25, 2016  
**From:** Ian D. McCargar, Town Attorney  
**Re:** Resolution Approving Sixth Amendment to Poudre Tech Metro District IGA  
**Item #:** B.2.

### **Background / Discussion:**

In 1995, the Town entered into an Intergovernmental Agreement (“1995 IGA”) with the Poudre Tech Metropolitan District, under which responsibility for the provision of public improvements in the proposed Water Valley development would be addressed. The attached Sixth Amendment is intended to add territory to the reach of the 1995 IGA, so that the provision of public improvements in the proposed South Hill Subdivision will be handled identically to the rest of Water Valley.

Ordinarily, the provision of public improvements for subdivisions is handled through improvement agreements with the developer, specific to each filing or phase of proposed development. The 1995 IGA modified this custom in what was then proposed as Water Valley by allocating responsibility for public improvements to the Metro District, rather than the developer. This model has worked reasonably well in Water Valley and Water Valley South, and the developer has asked that the proposed South Hill Subdivision be added to the IGA. The IGA has been amended many times for various reasons, including the addition of Hilltop Estates in a manner essentially identical to what is proposed for South Hill in this Sixth Amendment.

It should be noted that South Hill has not received final subdivision approval. Therefore, the attached Resolution conditions approval of the Sixth Amendment on final subdivision approval, a separate quasi-judicial act of the Town Board.

**Financial Impact:** None.

**Relationship to Strategic Plan:** Effective infrastructure; grow local economy

**Recommendation:** Adopt attached Resolution Approving The Sixth Amendment To An Intergovernmental Agreement Between The Town Of Windsor And The Poudre Tech Metropolitan District For The Purpose Of Assuring The Orderly Provision Of Public Improvements In The South Hill Subdivision. Simple majority required.

### **Attachments:**

Resolution No. 2016-25 - Approving The Sixth Amendment To An Intergovernmental Agreement Between The Town Of Windsor And The Poudre Tech Metropolitan District For The Purpose Of Assuring The Orderly Provision Of Public Improvements In The South Hill Subdivision

Sixth Amendment to Intergovernmental Agreement Between the Town of Windsor and Poudre Tech Metropolitan District

GARY R. WHITE  
KRISTEN D. BEAR  
WILLIAM P. ANKELE, JR.  
JENNIFER GRUBER TANAKA  
CLINT C. WALDRON  
KRISTIN BOWERS TOMPKINS  
ROBERT G. ROGERS



SEAN ALLEN  
GEORGE M. ROWLEY  
NEIL RUTLEDGE  
ZACHARY P. WHITE  
MEGAN L. TAGGART  
MATTHEW T. ASHLEY  
CASEY K. LEKAHAL  
TRISHA K. HARRIS  
HEATHER L. HARTUNG

April 14, 2016

Via Electronic Mail: [imccargar@windsorgov.com](mailto:imccargar@windsorgov.com)

Town Board, Town of Windsor  
c/o Ian McCargar, Esq.  
301 Walnut Street  
Windsor, CO 80550

**RE: Poudre Tech Metropolitan District (“District”) - Sixth Amendment to IGA with Town of Windsor (“Town”)**

Members of the Town Board,

The District is proposing the enclosed “Sixth Amendment to IGA” between the District and the Town in order to enlarge the scope of the Intergovernmental Agreement between the Town and District, dated June 12<sup>th</sup>, 1995 (“IGA”) to apply to the territory commonly known as “South Hill,” within Water Valley.

The IGA was required by the Town in connection with the organization of the Water Valley Districts (the District, Water Valley Metropolitan District No. 1, and Water Valley Metropolitan District No. 2), in order to address the process by which plans for construction of improvements within Water Valley are approved, and removing the requirement for developers to enter into memorandums of agreement (“MOA”) with the Town for each phase of development, if certain conditions are met. It also contains provisions establishing the District’s obligation to furnish public improvements, as well as other provisions protecting the Town in regard to District activities. The IGA has been in effect for over 20 years without issue.

This Sixth Amendment follows in the steps of the First Amendment to IGA (“First Amendment”), which was executed October 11, 1999 after the inclusion of the territory known as “Hilltop Estates” into Water Valley Metropolitan District No. 2. The First Amendment was proposed in order to clarify that the terms of the IGA applied to Hilltop Estates, and to ensure consistency in the manner in which public infrastructure was approved for construction throughout the boundaries of Water Valley.

In 2008, additional territory commonly known as South Hill was included into the boundaries of Water Valley Metropolitan District No. 2, and it is now appropriate to document the applicability of the IGA to this territory in the same manner and for the same reasons that

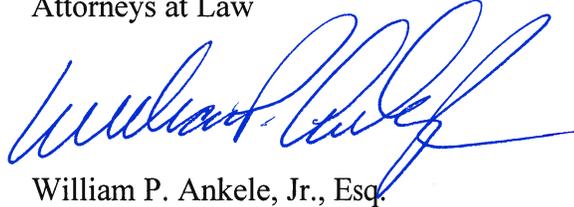
Town Board, Town of Windsor  
RE: Poudre Tech Metropolitan District – Sixth Amendment to IGA  
April 14, 2016  
Page 2 of 2

Hilltop Estates added. In this manner all property within the boundaries of Water Valley will continue to be subject to a common set of rules and obligations concerning construction of public infrastructure. This Amendment was not pursued at an earlier date as there was no development activity within this area since its inclusion in 2008, given market conditions.

Thank you for your consideration of this Sixth Amendment at the Town Board meeting on April 25, 2016. A representative of the District will be present at the meeting to answer questions.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law



William P. Ankele, Jr., Esq.

WPA: zpw  
cc: Board of Directors, Poudre Tech Metropolitan District  
Enclosure

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

This "Sixth Amendment" to Intergovernmental Agreement is made this 25th day of April, 2016, between the Poudre Tech Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and the Town of Windsor, Colorado, a municipal corporation and political subdivision of the State of Colorado ("Windsor").

WHEREAS, the District and Windsor have previously entered into an intergovernmental agreement dated June 12, 1995, (the "IGA") that set forth their agreements and understandings regarding the construction, ownership, operation and maintenance of improvements needed for the Water Valley Metropolitan District Nos. 1 and 2 ("District No. 1" and "District No. 2", respectively); and

WHEREAS, the IGA has been amended by a First, Second, Third, Fourth, and Fifth Amendment and it is now deemed necessary to amend the IGA by this Sixth Amendment to establish the applicability of the IGA to certain property that has been included within the boundaries of District No. 2, known as "South Hill," a legal description for which is attached here to as Exhibit A, and incorporated herein by this reference;

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Windsor and the District hereby agree as follows:

I. GENERAL PROVISIONS

1.03 Scope and Purpose of Agreement

C. The parties agree that the scope of the IGA shall be enlarged to cover the South Hill area as described in Exhibit A, and that all the provisions of the IGA will apply to South Hill.

II. SPECIFIC PROVISIONS

2.02 Review and Approval of Plans and Specifications.

A. All time periods in the IGA for review and approval of plans and specification submitted to Windsor from South Hill shall be as set forth in the applicable regulations and code provisions in effect in Windsor at the time of plan submittal.

2.04 Inspection and Certification.

A. All time periods in the IGA for inspection and certification submitted to

Windsor from South Hill shall be as set forth in the applicable regulations and code provisions in effect in Windsor at the time of plan submittal.

#### IV. MISCELLANEOUS PROVISIONS

##### 4.18 Prior Provisions Effective.

A. Except as specifically stated herein, all the terms and provisions of the IGA shall remain in full force and effect. This Sixth Amendment shall be effective immediately upon execution hereof by both parties and shall be read together with the IGA in such manner as to give full effect to the intention of the parties as set forth in the IGA and this Sixth Amendment.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

POUDRE TECH METROPOLITAN DISTRICT

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

TOWN OF WINDSOR

\_\_\_\_\_  
Kristie Melendez, Mayor

Attest:

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

EXHIBIT A

Legal Description

Tracts A, B, C, D, E, F, and G  
Lots 1 – 4, Block 1 and Lots 1- 34, Block 2  
South Hill Subdivision  
Town of Windsor, Weld County, Colorado

TOWN OF WINDSOR

RESOLUTION NO. 2016-25

A RESOLUTION APPROVING THE SIXTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR AND THE POUFRE TECH METROPOLITAN DISTRICT FOR THE PURPOSE OF ASSURING THE ORDERLY PROVISION OF PUBLIC IMPROVEMENTS IN THE SOUTH HILL SUBDIVISION

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

WHEREAS, the Poudre Tech Metropolitan District (“District”) is a Title 32 Special District, established and governed in accordance with Colorado law; and

WHEREAS, in 1995, the Town and the District entered into an Intergovernmental Agreement (“IGA”), under which the provision for public improvements in various phases of Water Valley then proposed for development was largely assigned to the District; and

WHEREAS, the IGA has undergone a number of revisions over the years, including revisions necessary to extend the reach of the IGA into territory later added to Water Valley and Water Valley South; and

WHEREAS, the subdivision commonly known as South Hill was added to the District’s territorial boundaries in 2008, but was not expressly added to the terms of the IGA at that time; and

WHEREAS, the developer of South Hill is now prepared to undertake development, and has proposed that the IGA be again amended to allow the provision of public improvements in South Hill to be treated identically to the other portions of Water Valley; and

WHEREAS, the Town and the District have negotiated the attached Sixth Amendment to Intergovernmental Agreement Between the Town of Windsor and Poudre Tech Metropolitan District (“Sixth Amendment”), the terms of which are incorporated herein by this reference as if set forth fully; and

WHEREAS, the IGA, as previously amended, has served the parties reasonably well over the last 20-plus years; and

WHEREAS, the Town Board has reviewed the terms of the Sixth Amendment, and desires to include South Hill in the reach of the IGA to improve efficiency and consistency in development in South Hill.

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

1. The attached Sixth Amendment to Intergovernmental Agreement Between the Town of Windsor and Poudre Tech Metropolitan District is hereby approved.
2. The Mayor is hereby authorized to execute the said Sixth Amendment on the Town's behalf.
3. Nothing herein shall be deemed approval or a predisposition for approval of the South Hill Subdivision. The approval set forth herein is expressly conditioned on approval of the South Hill Major Subdivision Plat by separate action of the Town Board.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 25<sup>th</sup> day of April, 2016.

TOWN OF WINDSOR, COLORADO

By: \_\_\_\_\_  
Kristie Melendez, Mayor

ATTEST:

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



## MEMORANDUM

**Date:** April 25, 2016  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Patti Garcia, Town Clerk/Assistant to Town Manager  
**Re:** Advisory Board Appointment  
**Item #:** B.3.

**Background / Discussion:**

Pursuant to the resignation of Andrew Vissers from the Planning Commission for a term ending March, 2018, staff is recommending the appointment of Doug Dennison who is currently serving as an alternate on the Planning Commission. Once Mr. Dennison is appointed, the alternate vacancy will be published. The appointment would be as follows:

**Planning Commission**

Doug Dennison; term expiring March 2018

**Relationship to Strategic Plan:**

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

**Recommendation:**

Staff recommends the appointment as noted.



## MEMORANDUM

**Date:** April 25, 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 25<sup>th</sup> day of April, 2016.

TOWN OF WINDSOR, COLORADO

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Kristie Melendez, Mayor

ATTEST:

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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").

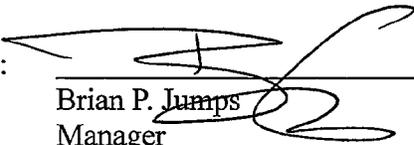
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anyway appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in 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 6<sup>th</sup> P.M., County of Weld, State of Colorado, that lies South of and adjoining the Lake Lee Lateral Canal.

## Parcel 5:

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

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

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

Parcel 6:

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

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

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

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

Exhibit B

## Permitted Exceptions

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

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

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

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

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

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

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

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

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

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

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

Recording Date: May 17, 2010

Recording No.: Reception No. 3693644

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

Recording Date: August 22, 2011

Recording No.: Reception No. 3787315

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

Approximately 20 neighbor attendees

**Introductions:**

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

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

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

Response: the developer would encourage it but not require such

**Homeowner Questions/Comments/Concerns:**

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

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

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

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

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

Preliminary Plat characteristics:

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

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

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

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

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

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

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

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

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

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

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

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

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

The key points of the proposal are as follows:

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

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

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

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

Mr. Schinner inquired about the fencing.

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

Mr. Schinner inquired if there will be any nighttime operations

Mr. Olhava stated that is unknown at this time.

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

- Staff presentation: Josh Olhava, Senior Planner

**Chairman Schick opened the public hearing.**

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

Final Plat characteristics:

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

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

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

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

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

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

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

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

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

Staff requests the following be entered into the record:

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

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

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

Ms. McCreery stated the silt fences are not working.

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

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

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

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

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

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

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

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

**Nays – None**

**Motion carried.**

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

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

Mr. Olhava had nothing further to add.

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

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

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

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

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

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

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

on the property helps the metro district since the metro district will benefit from the mill levy through the revenues that are generated. The applicant is in favor of working with Anadarko but is unsure how to keep them engaged and moving forward.

Mr. Ballstadt stated it is the responsibility of the applicant to work with the mineral owner. That agreement will need to be completed as soon as possible as the Town is statutorily required to provide notice to the mineral owners and also to not approve anything that might impair their ability to access the minerals.

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

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

**Nays – None**

**Motion carried.**

4. Election of secretary for remainder of the 2016 calendar year

- Staff presentation: Carlin Barkeen, Chief Planner

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

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

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

**Nays – None**

**Motion carried.**

#### **D. COMMUNICATIONS**

1. Communications from the Planning Commission

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

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

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

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

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

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

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 30<sup>th</sup> of the calendar year preceding the calendar year in which the termination will be effective and, if so tendered, shall be effective at 11:59

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

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

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

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

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

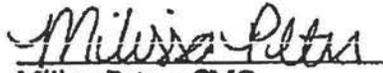
*(remainder of this page intentionally left blank)*

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

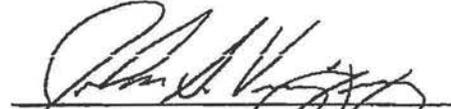
TOWN OF TIMNATH, COLORADO

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

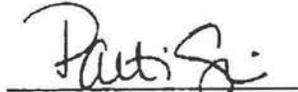
ATTEST:

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

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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



# EXHIBIT A HARMONY RIDGE PROPERTY EXHIBIT TOWN OF TIMNATH



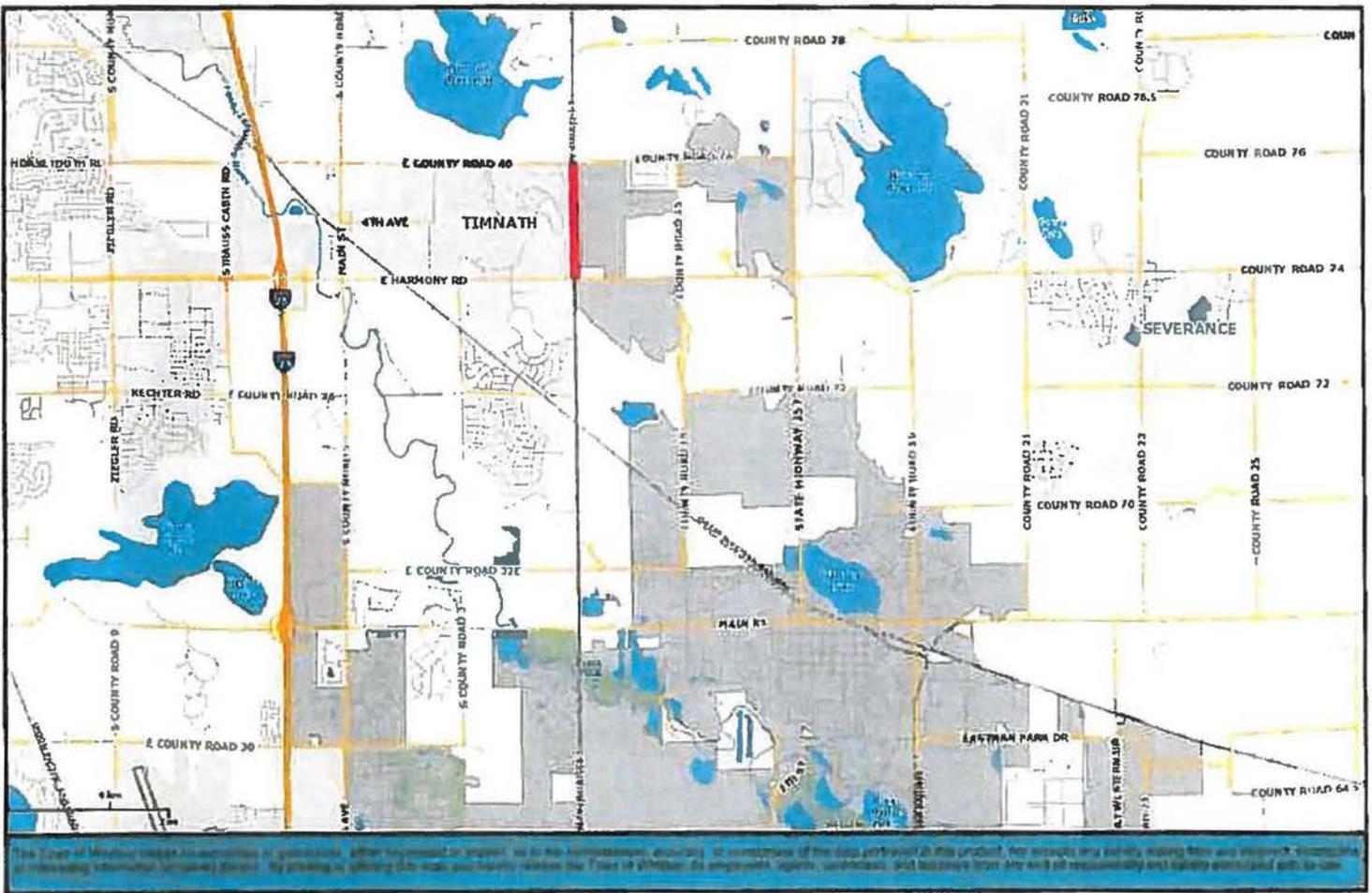
HARMONY RIDGE PROPERTY  
DATE: SEPTEMBER, 2014  
JOB NO. 0879.0000.00  
SHEET 1 OF 1

**TST** TST, INC. CONSULTING ENGINEERS

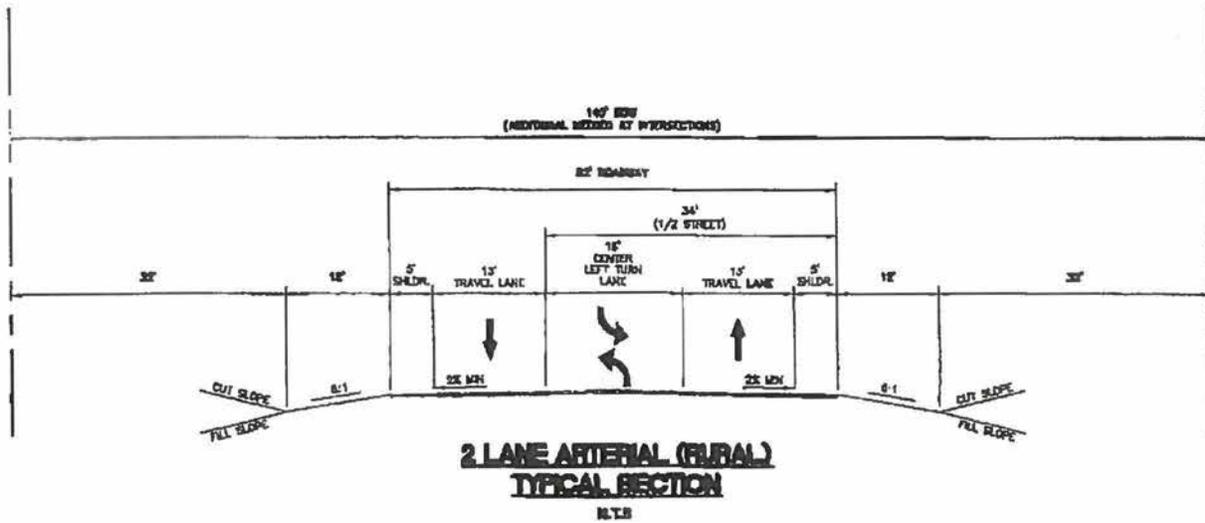
780 Windsor Way, Suite C, Suite 200  
Fort Collins, Colorado  
Phone: 970.228.0557  
Fax: 970.228.0204

"EXHIBIT B"

# Town of Windsor GIS MAP



# EXHIBIT C RURAL STREET CROSS SECTION TOWN OF TIMNATH



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

**TST** TST, INC. CONSULTING ENGINEERS

788 Weber Way, Bldg. C, Suite 200  
Fort Collins, Colorado  
Phone: 970.226.0557  
Fax: 970.226.0504

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# **FINAL MAJOR SUBDIVISION**

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

Josh Olhava, AICP  
Senior Planner  
April 25, 2016



# MAJOR SUBDIVISION

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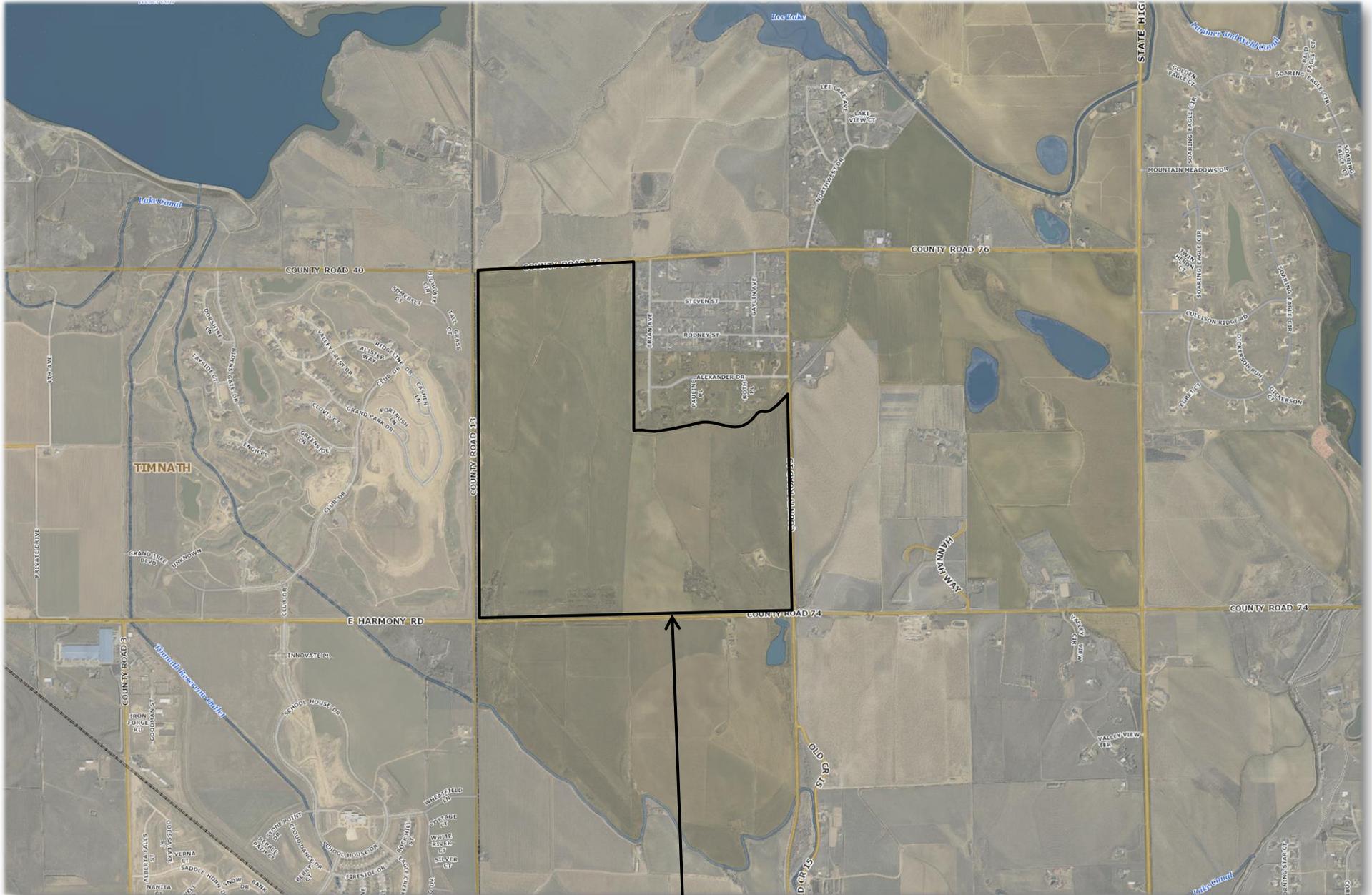
Article IV of Chapter 17 of the Municipal Code outlines the purposes of the Major Subdivision process, including:

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

*The purposes of the major subdivision procedure are:*

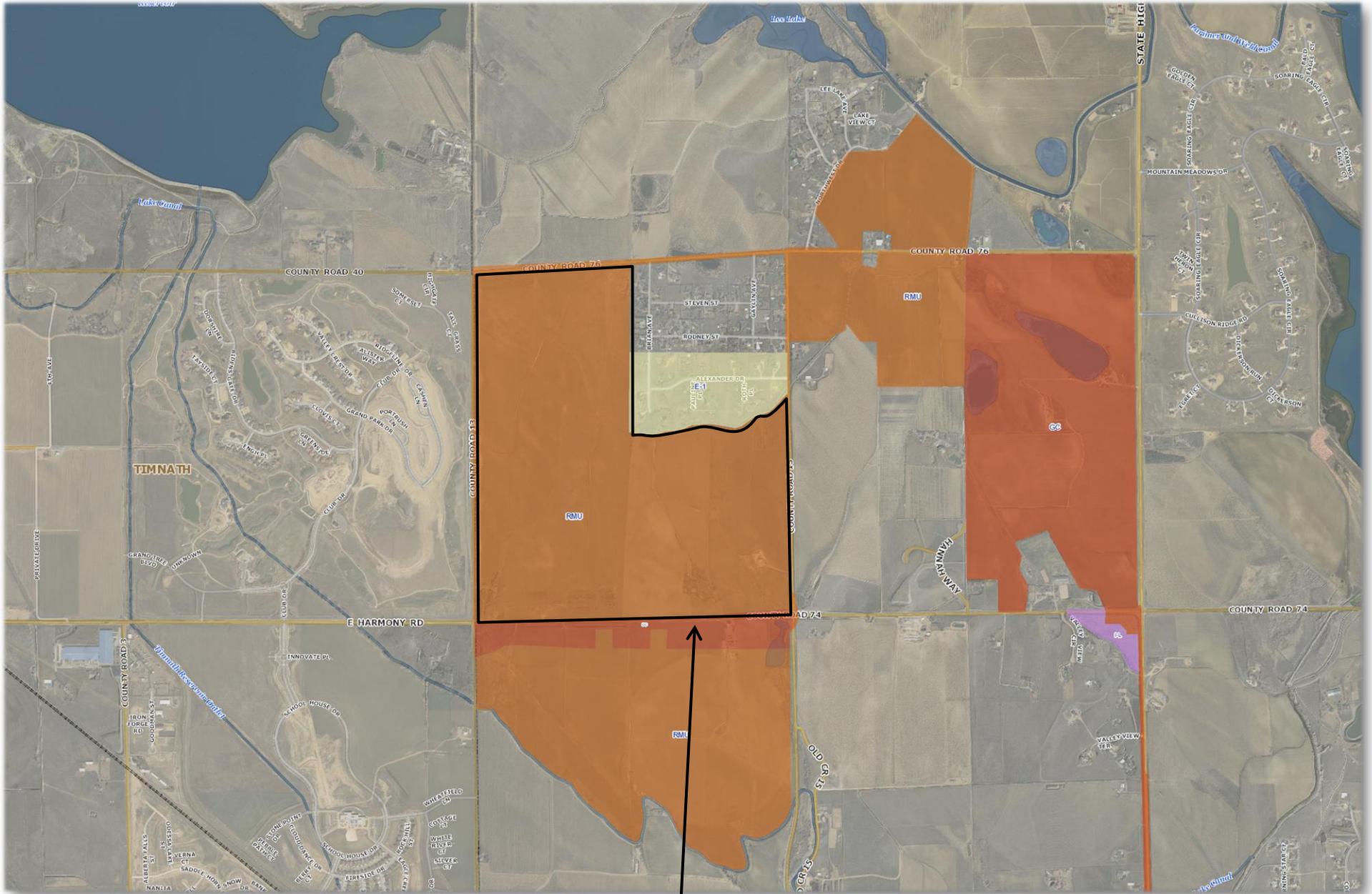
- 1) To divide or reconfigure a parcel or parcels of land into six (6) or more parcels, sites or lots for the purpose, whether immediate or future, of transfer of ownership or building development.*

# SITE VICINITY MAP



Site Location

# VICINITY ZONING MAP

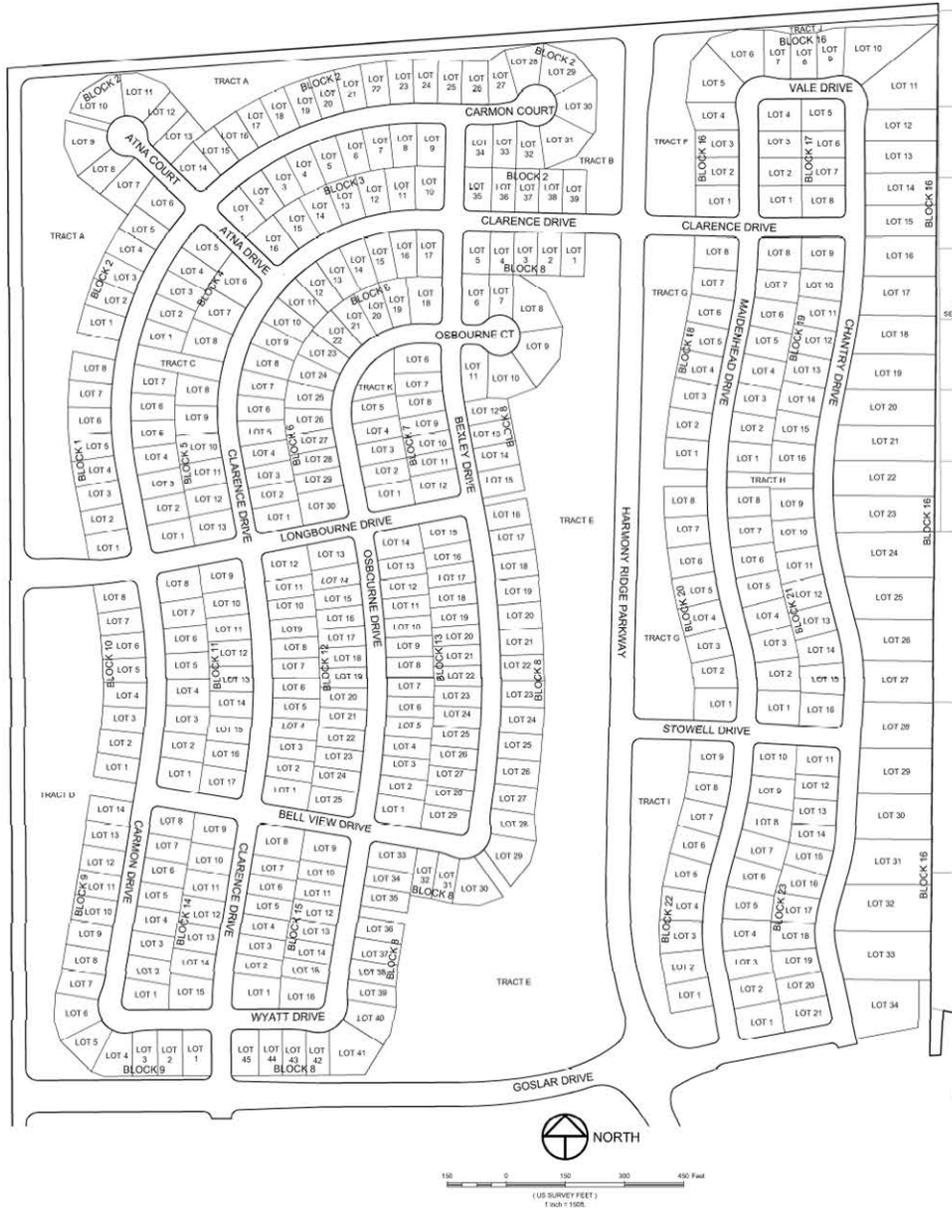


Site Location – Zoned Residential Mixed Use (RMU)

# PLAT OVERVIEW

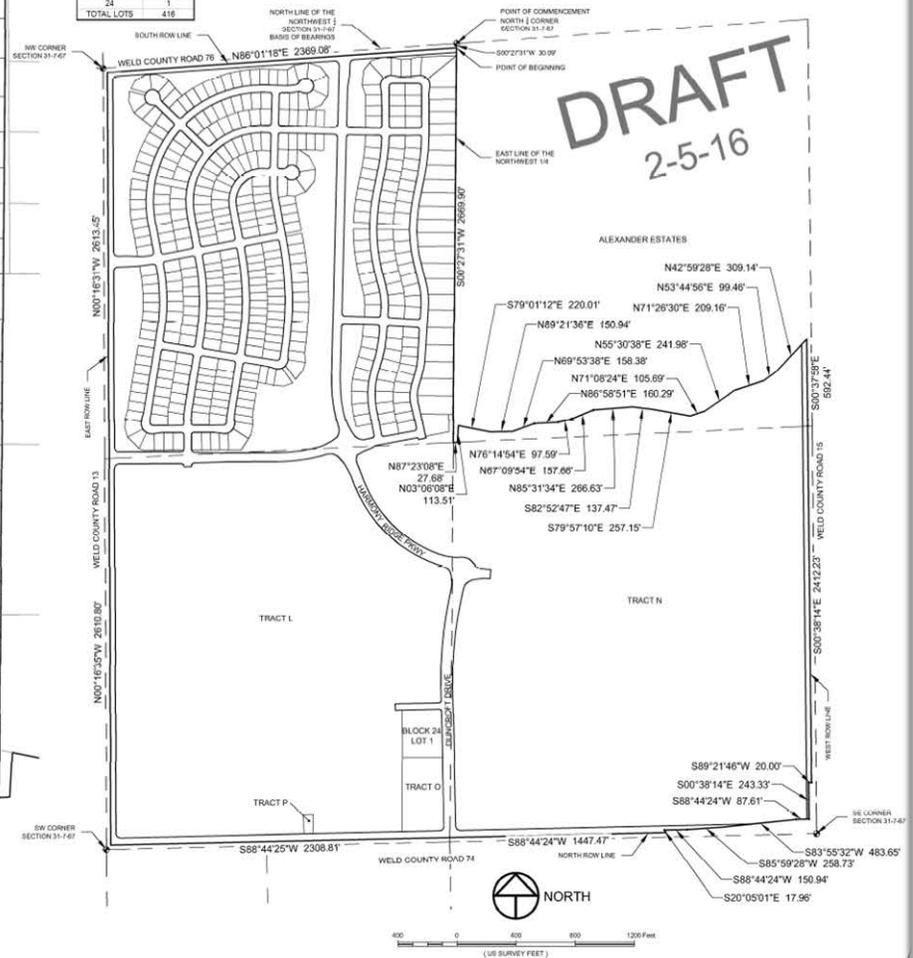
## THE RIDGE AT HARMONY ROAD SUBDIVISION

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

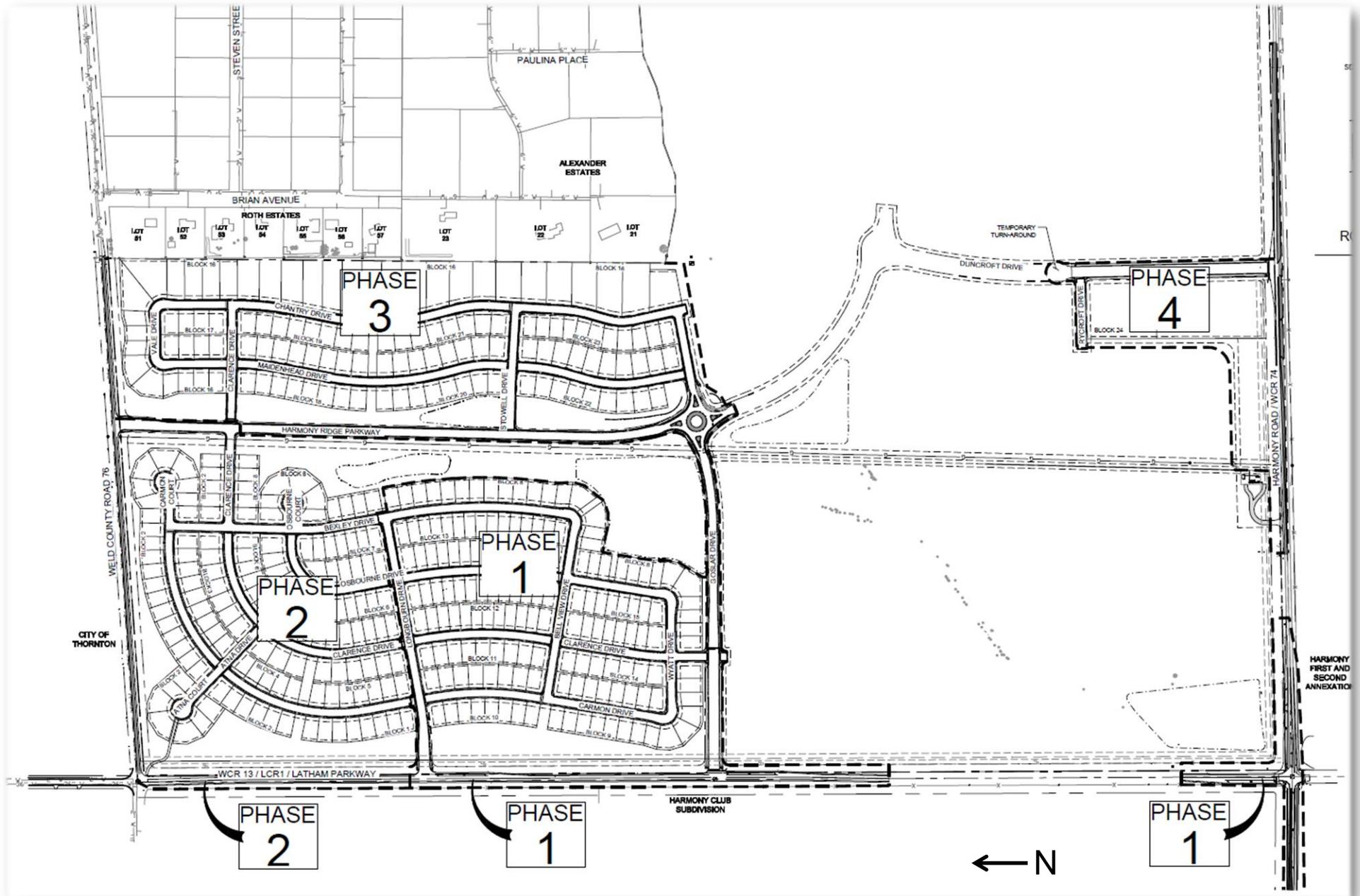


LOT & BLOCK TABLE	BLOCK	# OF LOTS
1	8	8
2	36	36
3	16	16
4	8	8
5	13	13
6	30	30
7	12	12
8	45	45
9	14	14
10	8	8
11	17	17
12	25	25
13	29	29
14	15	15
15	16	16
16	34	34
17	8	8
18	8	8
19	16	16
20	8	8
21	14	14
22	9	9
23	21	21
24	1	1
TOTAL LOTS	416	

PARCEL	DESCRIPTION	DEDICATION	LAND USE TABLE	PERCENT	INTENDED OWNERSHIP/MAINTAINANCE BY
TRACT A	Open Space	Drainage Utility & Access Easement	244,359 S.F. 5.61 AC.	1.27%	Metro District
TRACT B	Open Space	Drainage Utility & Access Easement	43,113 S.F. 0.99 AC.	0.22%	Metro District
TRACT C	Open Space	Drainage Utility & Access Easement	11,055 S.F. 0.25 AC.	0.06%	Metro District
TRACT D	Open Space	Drainage Utility & Access Easement	193,884 S.F. 4.46 AC.	1.01%	Metro District
TRACT E	Open Space	Drainage Utility & Access Easement	204,171 S.F. 4.69 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 N	Future Development	Drainage Easement	5,038,271 S.F. 115.86 AC.	26.19%	HR Exchange
TRACT O	Future Development	Drainage Easement	7,058,190 S.F. 162.03 AC.	36.69%	HR Exchange
TRACT P	Sanitary Sewer Lift Station	Access Easement	138,843 S.F. 3.17 AC.	0.72%	HR Exchange
TRACT P	Sanitary Sewer Lift Station		8,192 S.F. 0.19 AC.	0.04%	Boulder Sanitation District
ROW	Public Use		1,892,358 S.F. 44.88 AC.	10.19%	Town of Windsor
LOT 1, BLOCK 34	Commercial		95,045 S.F. 2.18 AC.	0.45%	Property Owner
LOTS (415)	Private Residence		3,564,893 S.F. 82.30 AC.	18.64%	Property Owner
TOTAL			18,235,844 S.F. 418.62 AC.	100.00%	



# ROADWAY AND LOT PHASING PLAN



# NOTIFICATION AREA

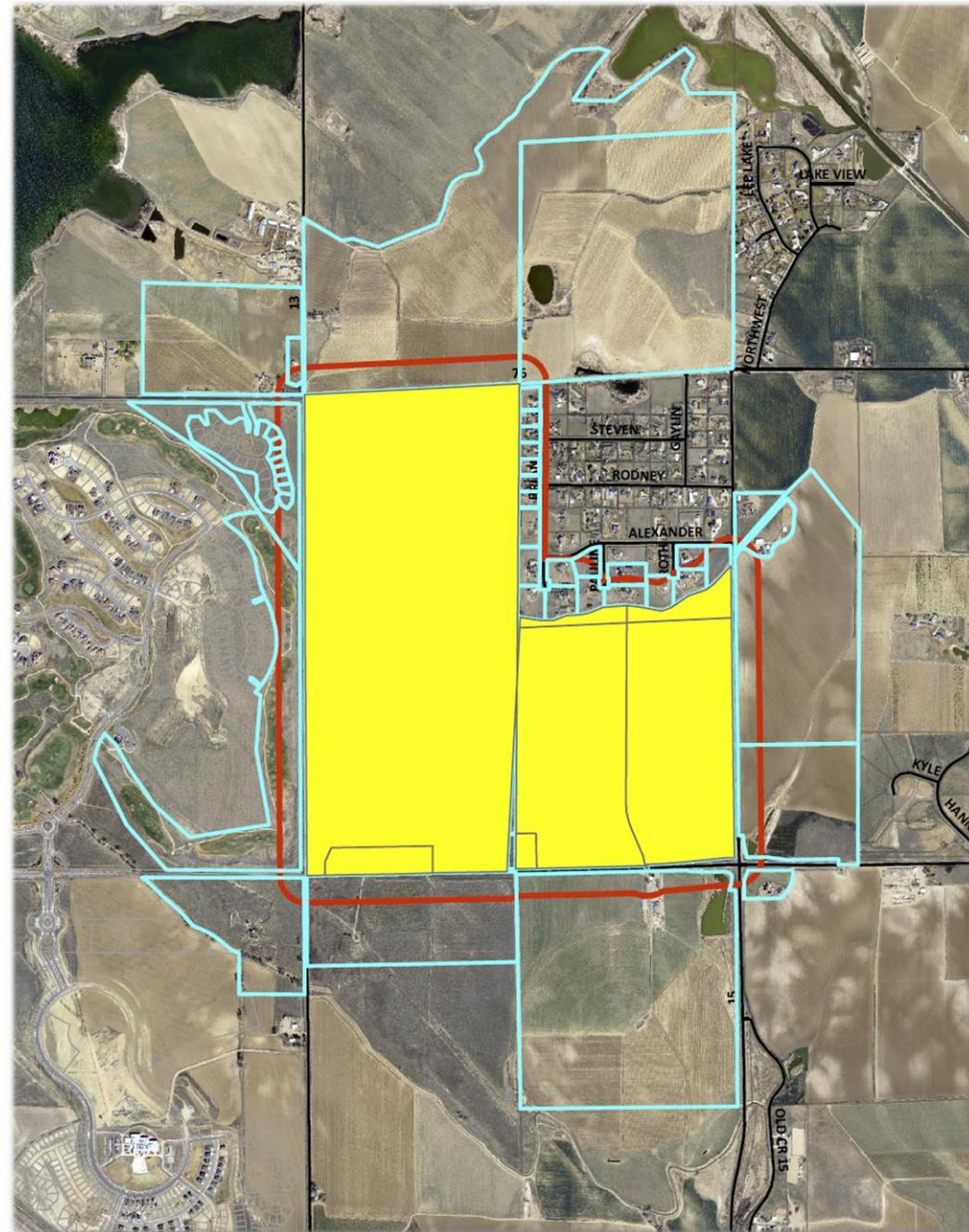
## Notification:

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

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

Public Hearing notifications were as follows:

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



# RECOMMENDATION

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

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



# FINAL MAJOR SUBDIVISION

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Staff requests that the following be entered into the record:

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

## MEMORANDUM

**Date:** March 25, 2016  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Eric Lucas, Director Parks, Recreation, & Culture  
**Re:** Public Art Placement, Peace Pole  
**Item #:** C.3.

### **Background / Discussion:**

The Parks, Recreation and Culture Advisory Board was approached in April of 2015 regarding the possibility of installation of a "Peace Pole," donated by the local Windsor Chapter of the World Peace Prayer Society, in conjunction with our Public Art Program. After working with Town Parks, Recreation & Culture Staff to establish potential locations, logistics, and application materials, The World Peace Prayer Society completed their application for the donation of a Peace Pole to be placed In Eastman Park, near the Treasure Island Master Gardner area.

Per the Public Art Plan, the Parks, Recreation, & Culture Board serve as the oversight committee on all donations, and reviews all submissions for completion. Upon accepting initial donation documents, the oversight committee conducts a first and second reading of a staff created resolution, to approve the donation of artwork to the Town of Windsor.

From our initial discussion, and upon review and reference to the Public Art Plan, we determined that the proposed project fits well within the criterion or can be easily justified in the following categories:

- I.) Principal Goals:
  - A and D.
- III.) Selection Criterion
  - E and G

The Parks, Recreation & Culture Advisory Board unanimously approved a resolution recommending that the Town Board accept the Peace Pole donation after the second reading on April 5<sup>th</sup>, 2016.

### **Financial impact:**

Costs to the Town for installation are minimal as well as future upkeep.

### **Recommendation:**

Staff recommends acceptance and installation of the Peace Pole in Eastman Park South.

### **Attachments:**

Resolution No. 2016-26, Recommendation of Acceptance for Installation

TOWN OF WINDSOR

RESOLUTION NO. 2016-26

A RESOLUTION OF THE WINDSOR TOWN BOARD ACCEPTING THE DONATION OF SCULPTURE UNDER THE PUBLIC ART PLAN TO BE LOCATED IN EASTMAN PARK SOUTH

WHEREAS, The Windsor Public Art Plan was written and adopted in 2010 as a guideline for the procurement, donation, and placement of public art in Windsor; and

WHEREAS, The Parks, Recreation and Culture Board, serving as review committee, was first presented to in April of 2015 on the possibility for the installation of a "Peace Pole," donated by the local Windsor Chapter of the World Peace Prayer Society, in conjunction with our Public Art Program; and

WHEREAS, Parks, Recreation and Culture Board directed staff to assist with the completion of donation paperwork, and to make the selection of an appropriate installation site for the Peace Pole; and

WHEREAS, on September 1, 2015, the Parks, Recreation and Culture Board was presented with the final donation paperwork, justifying documentation and installation instructions for a "Peace Pole," donated by local Windsor members of the Windsor Chapter of the World Peace Prayer Society (Item C.3), to be placed at Eastman Park; and

WHEREAS, the Parks, Recreation and Culture Board unanimously voted to approve the application materials and donation paper work submitted by the local World Peace Project group, seeing all requirements and guidelines of the Public Art Plan sufficiently met (B.1.a 09-01-15 PRcAB Minutes DRAFT); and

WHEREAS, the Parks Recreation and Culture Board unanimously approved Resolution No. 2016-PRC20 to recommend the acceptance of the donated statue into the Town of Windsor's possession for installation.

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

To accept the Peace Pole sculpture donated by the Windsor Chapter of the World Peace Prayer Society under the Windsor Public Art Plan, recommended for acceptance by the Windsor Parks, Recreation, and Culture Board, and slated for installation in Eastman Park South, Windsor.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 25<sup>th</sup> day of April, 2016.

TOWN OF WINDSOR, COLORADO

By: \_\_\_\_\_  
Kristie Melendez, Mayor

ATTEST:

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



Volume 5, Issue 3  
March 2016

## 2016 MONTHLY FINANCIAL REPORT

### Special points of interest:

- CRC expansion sales tax collections surpass budget requirement for March.
- Single Family Residential (SFR) building permits total 158 through March 2016. This is up from the March 2015 number of 77.
- 39 business licenses were issued in March, of which 25 were sales tax vendors.

### Highlights and Comments

- \* Sales tax collections of the 3.2% sales tax for March was a record \$667,824, bolstered by a one time collection of \$141,537.
- \* March 2016 sales tax was up \$75,644 over March 2015. An increase of 12.77%.
- \* Construction use tax through March is at 49.01% of the annual budget at \$864,132.



Arbor Day 2016  
Tozer Primary School



### Arbor Day 2016 Celebration

Arbor Day was celebrated at Tozer Primary School on April 15, 2016 with students taking the *Junior Tree Board Pledge*: "I give my pledge as a Junior Tree Board Member to use my eyes to see the beauty of the trees, to help beautify our community, and to respect our town parks and school grounds." There was a proclamation by Mayor Melendez, the US Tree City Award by the Colorado State Forest Service, followed by a tree planting on school grounds.

### Inside this issue:

Sales, Use and Property Tax	2
Year-to-Date Sales Tax	4
All Fund Expenditures	5
General Fund Expenditures	6
Capital Project Status	7

### Items of Interest

- Spring is here and construction season has begun. Our website has a mapping function to show where projects are in progress as well as parks and amenities to enjoy the spring weather.
- Visit us at [www.windsorgov.com](http://www.windsorgov.com) and look for live streaming of Town Board and Planning Commission meetings.

### Sales, Use and Property Tax Update

March 2016

Benchmark = 25%	Sales Tax	Construction Use Tax	Property Tax	Combined
Budget 2016	\$7,764,563	\$1,763,109	\$5,089,810	\$14,617,482
Actual 2016	\$2,381,705	\$864,132	\$1,806,317	\$5,052,154
% of Budget	30.67%	49.01%	35.49%	34.56%
Actual Through March 2015	\$2,220,859	\$462,305	\$1,265,995	\$3,949,159
Change From Prior Year	7.24%	86.92%	42.68%	27.93%
CRC Expansion Budget 2016	\$1,710,843	\$331,739		\$2,042,582
CRC Expansion Actual 2016	\$558,671	\$234,585		\$793,256
CRC Expansion % of Budget	32.65%	70.71%		38.84%

Ideally at the end of the third month of the year you want to see 25% collection rate on your annual budget number. We have exceeded that benchmark in all three tax categories. We are considerably ahead of the pace of collections as compared to March 2015 in all three categories.

### Building Permit Chart

March 2016

	SFR	Commercial	Industrial	Total
Through March 2016	158	1	2	161
Through March 2015	77	2	0	79
% change from prior year				103.80%
2016 Budget Permit Total				262
% of 2016 Budget				61.45%

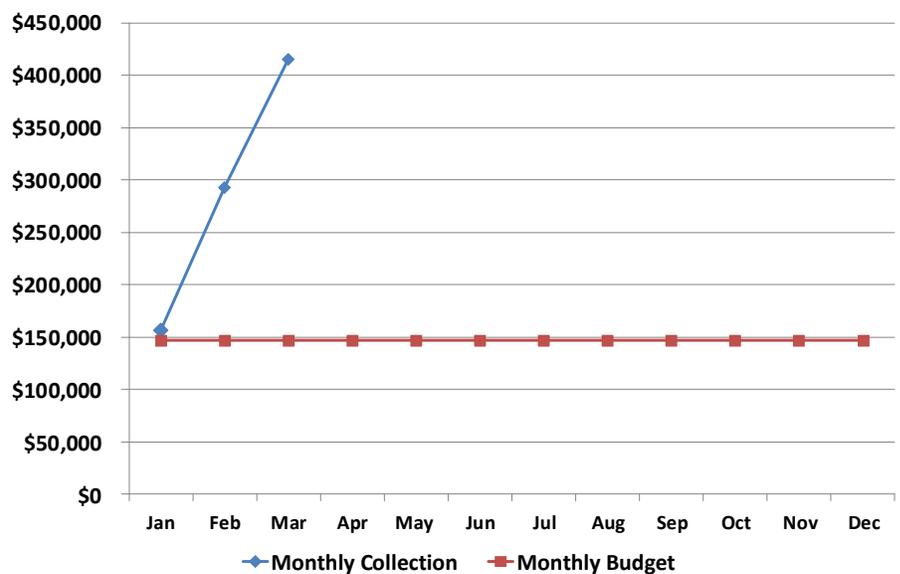
### Building Permits and Construction Use Tax

We are showing a 103.8% increase in number of permits as compared to March 2015. We issued 158 SFR permits through March 2016 as compared to 77 through March 2015.

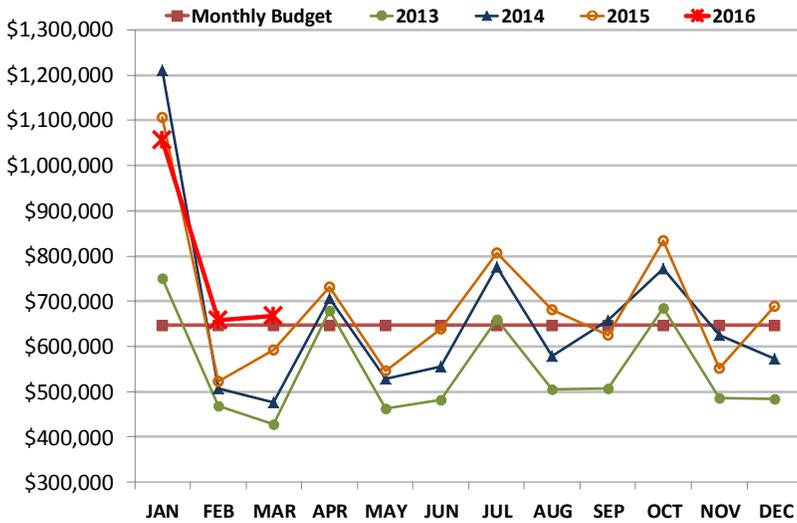
March 2016 construction use tax is above our required monthly collection.

The .75% construction use tax for the CRC expansion is at 70.71% of the annual budget.

### Construction Use Tax Collections - 3.2%



### Sales Tax Collections in Dollars - 3.2%

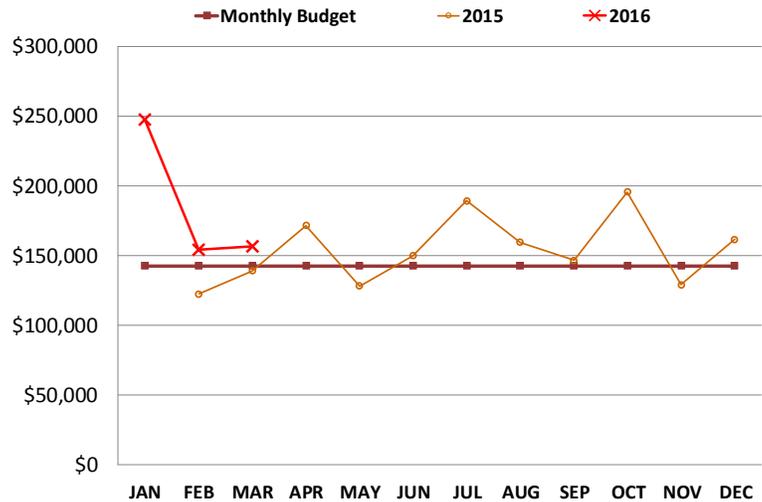


Gross sales tax collections for the month of March 2016 were \$75,644 or 12.77% higher than March 2015.

However if you remove the one time payment received in March, collections were actually down over March of 2015 by \$39,000 or 6.5%.

CRC Expansion sales tax collection for March 2016 was \$156,650. The required monthly collection to meet the budgeted projections is \$142,570.

### Community Recreation Center Expansion Sales Tax



## March Highlights

March is a “single collection” month, meaning that the collections are for sales made in February. March is historically one of our lowest collection months. As mentioned in the caption above we received a one time payment of \$141,537 in March. If you subtract this payment from total collections we were actually down in collections for the month. Fortunately we get to keep the one time payment so overall we saw an increase over March 2015. We sent quite a few (86) late notices for March so we should see a strong April collection.

## Looking Forward

### 3.2% Collections

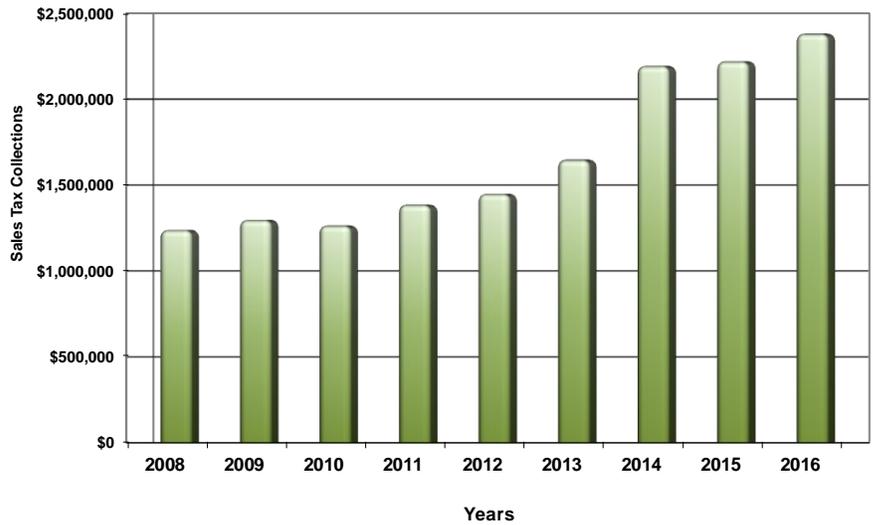
The Town budgeted \$7.7M in sales tax for 2016, making our average monthly collection requirement \$647,047. March collections were above this mark at \$667,824. It is too early in the year to project our annual total but we are off to a strong start.

### .75% Collections

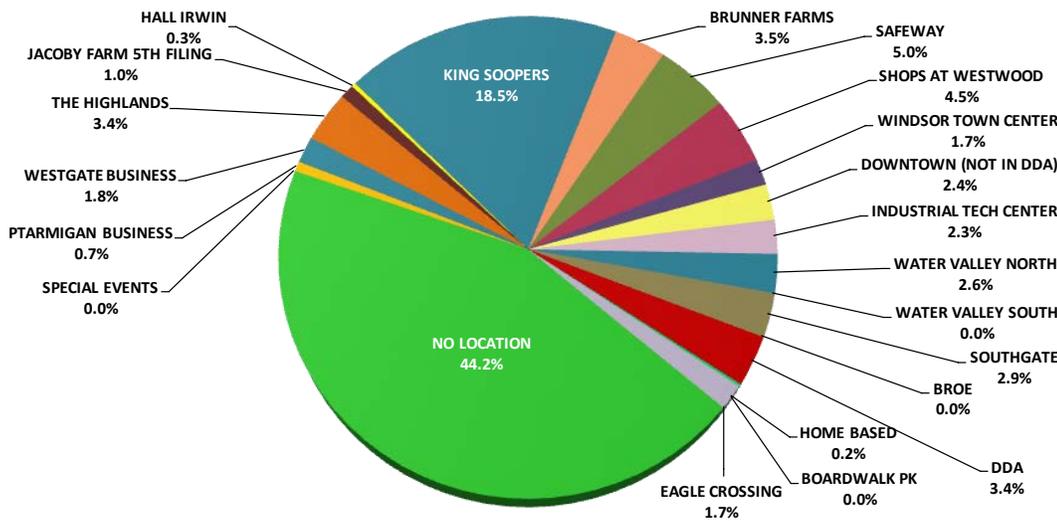
This begins the second year of collecting this portion of the tax. Our monthly budget requirement is \$142,570. We collected \$156,650 in March. Since the inception of this tax, we have not had a month where we did not reach our monthly collection requirement.

March year to date collections are up over 2015 collections by 7.24%.

### Year-to-Date Sales Tax Collections -3.2% Through March 2008-2016



### Sales Tax Revenue by GEO Code March 2016



*The King Soopers Center remains the largest local driving force in sales tax collections.*

### Year-to-Date Sales Tax

Our sales tax base has not changed a great deal over the past decade, with groceries and utilities leading our industry sectors in sales tax collection. Some of this increase can be attributed to an overall increase in prices and cost of living, estimated at 1.2% for the year of 2015 in the Denver/Boulder/Greeley area.

- All of our sectors are ahead of last year to date collections at the end of March. However if you remove the one time payment received in March, the industry sector is behind last year.
- We had 9 sales tax license closures in March 2016 while issuing 25 new licenses.
- Between the DDA (3.4%) and the Downtown (2.4%) total of 5.8% surpassed the Safeway complex of 5.0%.

## All Funds Expense Chart

March 2016

Benchmark = 25%

*Operations expenditures are at 21% of the annual budget, slightly under the budget target.*

<u>General Government</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2016 Budget</u>	<u>% of Budget</u>
General Fund	\$1,176,211	\$3,793,558	\$15,012,482	25%
Special Revenue (PIF, CTF, CRC, CRCX)	\$71,444	\$275,637	\$3,723,744	7%
Internal Service	\$198,036	\$721,935	\$2,970,181	24%
Other Entities (WBA, Ec Dev Inc)	\$12,090	\$36,275	\$145,080	25%
<b>Sub Total Gen Govt Operations</b>	<b>\$1,457,781</b>	<b>\$4,827,405</b>	<b>\$21,851,487</b>	<b>22%</b>
<b><u>Enterprise Funds</u></b>				
Water-Operations	\$242,058	\$607,007	\$3,739,144	16%
Sewer-Operations	\$85,364	\$399,602	\$1,707,267	23%
Drainage-Operations	\$29,183	\$96,219	\$541,574	18%
<b>Sub Total Enterprise Operations</b>	<b>\$356,605</b>	<b>\$1,102,828</b>	<b>\$5,987,985</b>	<b>18%</b>
<b>Operations Total</b>	<b>\$1,814,386</b>	<b>\$5,930,233</b>	<b>\$27,839,472</b>	<b>21%</b>

*plus transfers to CIF and Non-Potable for loan*

*Through March, operating and capital expenditures combined to equal 21% of the 2016 Budget.*

<u>General Govt Capital</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2016 Budget</u>	<u>% of Budget</u>
Capital Improvement Fund	\$545,518	\$1,013,484	\$11,678,171	9%
CRC Expansion Fund	\$2,349,882	\$3,631,073	\$8,049,363	45%
<b><u>Enterprise Fund Capital</u></b>				
Water	\$61,702	\$380,368	\$5,269,134	7%
Sewer	\$14,482	\$103,725	\$1,717,982	6%
Drainage	\$728,388	\$1,097,258	\$3,048,595	36%
<b>Sub Total Enterprise Capital</b>	<b>\$804,572</b>	<b>\$1,581,351</b>	<b>\$10,035,711</b>	<b>16%</b>
<b>Capital Total</b>	<b>\$3,699,972</b>	<b>\$6,225,908</b>	<b>\$29,763,245</b>	<b>21%</b>
<b>Total Budget</b>	<b>\$5,514,358</b>	<b>\$12,156,141</b>	<b>\$57,602,717</b>	<b>21%</b>

## All Funds Expenditures

The Town is where it should be at this time of year regarding expenditures. Operating expenditures should pick up in the next few months as we gear up for the busy spring and summer season. Construction on the CRC Expansion continues and will increase the pace of capital spending as the weather gets warmer and we get into our annual street maintenance program.

### General Fund Expense Chart

Department		Current Month	YTD Actual	2016 Budget	% of Budget
410	Town Clerk/Customer Service	\$80,855	\$205,183	\$690,854	29.7%
411	Mayor & Board	\$81,179	\$260,134	\$1,103,343	23.6%
412	Municipal Court	\$3,287	\$4,982	\$19,630	25.4%
413	Town Manager	\$42,591	\$123,718	\$440,163	28.1%
415	Finance	\$75,826	\$191,134	\$659,277	29.0%
416	Human Resources	\$30,328	\$100,193	\$442,405	22.6%
418	Legal Services	\$27,666	\$95,143	\$380,497	25.0%
419	Planning & Zoning	\$55,747	\$156,681	\$701,114	22.3%
420	Economic Development	\$70,310	\$138,561	\$431,868	32.1%
421	Police	\$250,806	\$945,989	\$3,273,456	28.9%
428	Recycling	\$2,822	\$7,867	\$50,945	15.4%
429	Streets	\$80,956	\$229,949	\$1,217,066	18.9%
430	Public Works	\$27,242	\$98,129	\$365,326	26.9%
431	Engineering	\$74,732	\$234,041	\$887,113	26.4%
432	Cemetery	\$8,375	\$29,699	\$129,108	23.0%
433	Community Events	\$345	\$1,934	\$136,215	1.4%
450	Forestry	\$20,476	\$81,409	\$338,963	24.0%
451	Recreation Programs	\$107,520	\$393,655	\$1,712,976	23.0%
452	Pool/Aquatics	\$2,102	\$20,712	\$186,332	11.1%
454	Parks	\$94,398	\$334,269	\$1,297,222	25.8%
455	Safety/Loss Control	\$0	\$385	\$17,460	2.2%
456	Art & Heritage	\$19,437	\$75,004	\$279,437	26.8%
457	Town Hall	\$19,211	\$64,787	\$251,712	25.7%
<b>Total General Fund Operations</b>		<b>\$1,176,211</b>	<b>\$3,793,558</b>	<b>\$15,012,482</b>	<b>25.3%</b>

### General Fund Expenditures

General Fund operating expenditures are slightly above the 25% budget benchmark through March at 25.3%.

The first three months included a number of one time annual payments that put us a little ahead of the pace. This should even out later in the year.

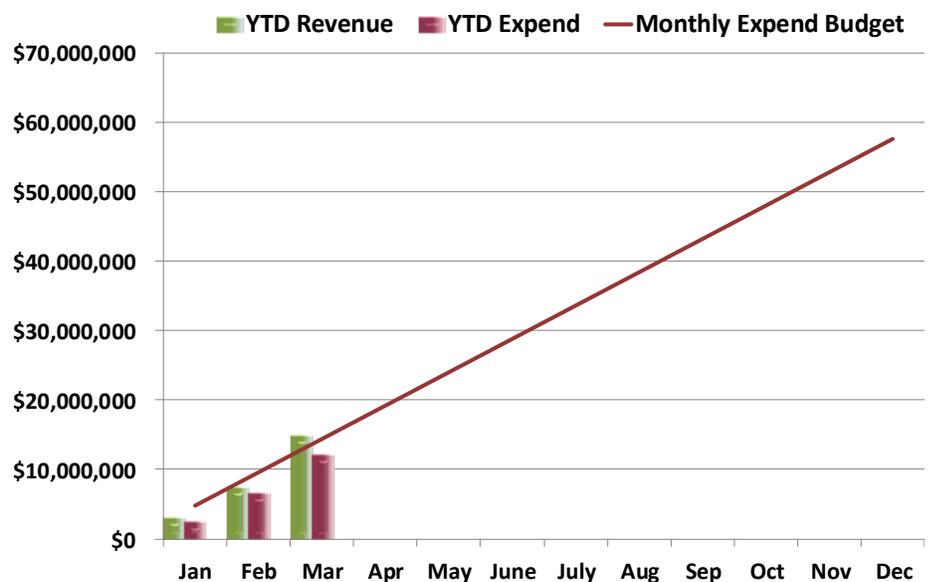
### Revenue and Expenditure

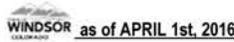
The chart on the right shows monthly revenue compared to monthly expenditure as well as a trend line showing the total 2016 budget expended equally over twelve months.

Our monthly budgeted total expenditures equal \$4,800,226. In March we collected \$7,414,430 in total revenue.

Look for the expenditure bar to get ahead of the budget pace as we near the end of the CRC expansion later this summer.

### Combined Revenue and Expenditures





**TOWN OF WINDSOR 2016 MAJOR CAPITAL PROJECT STATUS**  
*arranged by reporting department*

	2016 Projects	2016 Budget	Spent YTD	Dept.	Multi-Yr	Est. Start Process	Actual Start	% Complete	Est. Complete	Actual Complete
1	PW/Parks Maintenance Facility Design	2,333,000	\$27,824	T Mng	2014-2017	Aug-15		5%	2017	
2	IT - Studio Equipment Upgrade	125,000	\$0	Fin	2016	Apr 1	Apr 1	15%	Jun 1	
3	GIS Asset Management Software	150,000	\$0	Fin	2016	Apr 15		10%	EOY	
4	Water Master Plan Rate Study	35,000	\$0	Fin	2016	Apr 1		0%	mid Jun	
5	Eastman Pk/7th St Roundabout	1,085,320	\$14,235	Eng OH	2015-2016	2015	2015	70%	Sep 1	
6	County Line Road Mitigation design	50,000	\$0	Eng OH	2016-2017	mid Feb		0%	mid Jun	
7	Walnut St/ Hwy 257 Turn Lane	55,000	\$0	Eng DB	2015-2016	2015	2015	45%	mid Jun	
8	9th Street Traffic Signal	180,000	\$0	Eng DW	2016	Jun 1		15%	Aug 1	
9	Crossroads-CR13 traffic signal	340,000	\$445	Eng OH	2016	mid Aug		10%	mid Oct	
10	Harmony Rd-CR15 traffic signal design	16,000	\$0	Eng OH	2016-2017	mid Apr		0%	mid Aug	
11	New Liberty Rd Extension	2,000,000	\$51,443	DW/KB	2016	May 1		15%	Sep 1	
12	GW Railroad Quiet Zone w/grant	2,200,000	\$678,591	Eng DB	2014-2016	2015	2015	67%	Sep 1	
13	Street Maintenance (overlay, crack seal, chip seal)	2,100,000	\$0	Eng CT	2016	Jan-15		35%	Oct 1	
14	Poudre River Maintenance	75,000	\$0	Eng DW	2016	May 1		0%	Sep 1	
15	Water Line Replacement 16th S of Riverband	798,000	\$36,000	Eng CT	2015-2016	Jul 1		25%	Nov 1	
16	Kyger Reservoir Pump Station	2,315,281	\$55,618	Eng OH	2014-2017	mid Aug		35%	Feb 2017	
17	Update Storm Water Study	100,000	\$0	Eng DW	2015	Feb		5%	Dec	
18	Law Basin Master Plan Channel - construction w/ PDM Grant - 2012-2015	1,998,095	\$762,902	Eng DR	2012-2016	2015	2015	67%	end Jun	
19	Law Basin West Tributary Channel - 2013-2015	1,050,500	\$334,356	Eng OH	2013-2016	2015	2015	55%	May 1	
20	Trail Cross 257/Grasslands; CR19#2 Ditch; CR13	108,107	\$0	Eng CT	2016	Apr 1	Apr 1	40%	Jul 1	
21	Main Park Shelter Replacement (2)	53,190	\$9,038	Eng OH	2015-2016	Nov 2015	1-Nov	30%	May 1	
22	Chimney Park south parking lot slurry/stripe	15,000	\$0	Eng CT	2016	Aug 1		5%	Oct 1	
23	Chimney Park North Shelter Replacement	27,310	\$4,287	Eng OH	2015-2016	Nov 2015	1-Nov	30%	May 1	
24	Cemetery streetscape sidewalk constructions	247,500	\$0	Eng CT	2015-2016	Jun 1		45%	Oct 1	
25	Boardwalk Trash Enclosure	40,150	\$0	Pks/WW	2016	Mar 1		0%	Jun 1	
26	Poudre Trail From Westwood Village /w grant	250,000	\$0	Pks/WW	2015-2016	Feb 1		0%	Aug 1	
27	Windsor Tr Jacoby easement 13 to New Cache Ditch	10,000	\$0	Pks/WW	2016	Feb 1		0%	Aug 1	
28	Windsor Tr 392 @ Highlands Design & Underpass	185,000	\$0	Pks/WW	2016	Feb 1	Feb 1	10%	mid Nov	
29	15th & Walnut Open Space Development	100,000	\$190	Pks/WW	2016	Jun 1	Jan	5%	Nov 1	
30	Poudre River Diversion Design w/grant	-	\$0	Pks/WW	2016	Oct 7		10%	EOY	
31	Main Park Irrigation design	9,000	\$0	Pks/WW	2016-2017	Mar 1		0%	Aug 1	
32	Main Park Pickle Ball Court w/grant	45,100	\$0	Pks/WW	2016	May 1		0%	Jul 1	
33	Boardwalk Performance Venue	500,000	\$5,000	Pks/WW	2016	Mar 1	Mar	15%	May 1	
34	Eaton House Structural Assess w/grant	15,000	\$0	Pks/AD	2015-2016	Jan	Feb	50%	Jun 1	
35	Museums-Phase 3 Landscaping documents	37,845	\$0	Pks/AD	2016	Aug 1		0%	Nov 1	
36	Museums - Depot siding	45,000	\$0	Pks/AD	2016	Aug 1		0%	Dec 1	
37	Eaton House Master Plan w/grant	25,000	\$0	Pks/AD	2016	Jan	Jan	30%	Jul 1	
38	Chimney Pk North change to Non-potable	99,000	\$0	Pks/WW	2016	Mid Apr		0%	mid Jun	
39	Automate splitter box E of Chimney Pk design	33,000	\$0	Pks/WW	2016-2017	Aug 1		0%	mid Nov	
40	CRC Expansion	7,215,695	\$3,568,831	Pks/EL	2014-2016	2015	2015	55%	Aug 30	
41	Railroad Impr CR15 Hwy 34	40,000	\$0	P Wks	2016	mid Apr		10%	Oct 1	
42	CR 15 South of Crossroads	130,000	\$0	P Wks	2016	Apr 1		0%	Sep 1	
43	Sewer Line Rehab	83,370	\$0	P Wks	2016	Apr 1		0%	Sep 1	
44	Chemical Treatment Facility	35,000	\$0	P Wks	2016	May 1		5%	Sep 1	
45	Sewer Nutrient Program w/grant	402,000	\$102,517	P Wks	2014-2016	2015	2015	80%	May 2016	
46	Lift Station #4 Replacement	515,000	\$1,208	P Wks	2016	May 1		25%	Oct	
47	Repl. #1,12,14,36,70,81,82,83, leasing #35, 94, 52, 19, incl Toro - Chimney Park, incl tow behind broom	560,000	\$19,555	P Wks	2016	Jan-16		60%	Jul	
48	1 New Eng Vehicle/equipped	30,000	\$0	P Wks	2016	Jan-16		0%	Jul	
	Color key for funds =	PIF	CTF	CIF	WF	NPWF	SF	SDF	FF	ITF



## Our Vision:

WINDSOR'S hometown feel fosters an energetic COMMUNITY SPIRIT AND PRIDE that makes our town a special place in Northern Colorado.

WINDSOR has a STRONG LOCAL ECONOMY with diverse business sectors that provide jobs and services for residents.

WINDSOR promotes QUALITY DEVELOPMENT.

WINDSOR residents enjoy a friendly community with a VIBRANT DOWNTOWN, HOUSING OPPORTUNITIES, CHOICES for LEISURE, CULTURAL ACTIVITIES, RECREATION, and MOBILITY for all.

WINDSOR is a GOOD ENVIRONMENTAL STEWARD.



### *2016 Monthly Financial Report*

Town of Windsor  
301 Walnut Street  
Windsor, CO 80550

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

*The bottom line focus of the 2016 budget allows us to maintain our service levels and fund important long-term capital improvements. The budget also focuses on outcomes related to the Strategic Plan. **The 2016 budget guiding tenets are providing employees fair compensation, the best work tools, and a safe work place within reasonable fiscal responsibility. This along with the resources focused on customer service will continue to make Windsor a premier community not only in Northern Colorado but in all of Colorado.***

**We're on the Web**

[www.windsorgov.com](http://www.windsorgov.com)

# Windsor

## COLORADO

### 2016 ECONOMIC DEVELOPMENT ATTRACTION PROSPECT REPORT

#### General Overview:

From January 1 - March 31, 2016 the Windsor Economic Development Department has received 30 prospect requests. Including Prospects from previous years we currently have 89 active prospects in the pipeline. Our office is still working with 56 prospects from the later part of 2015, two from 2014 and one prospect from 2013 which all remain active and open.

Windsor Economic Development has assisted with several business attraction prospects and local expansions. Here are just some of the major projects our team worked on in the last couple of years.

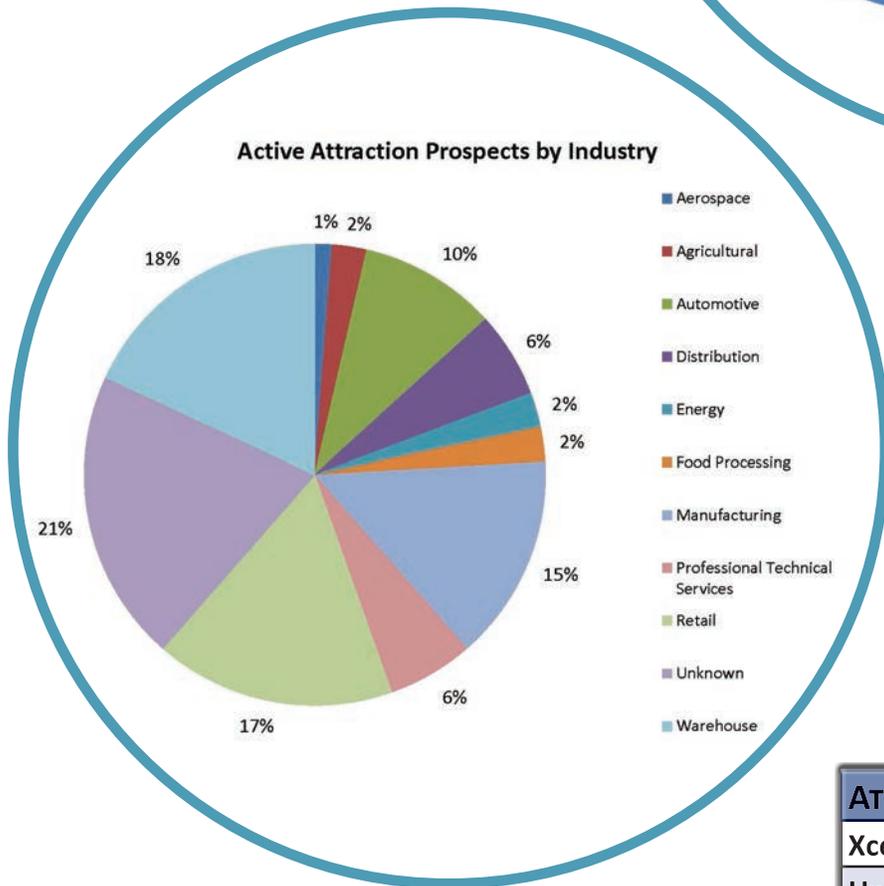
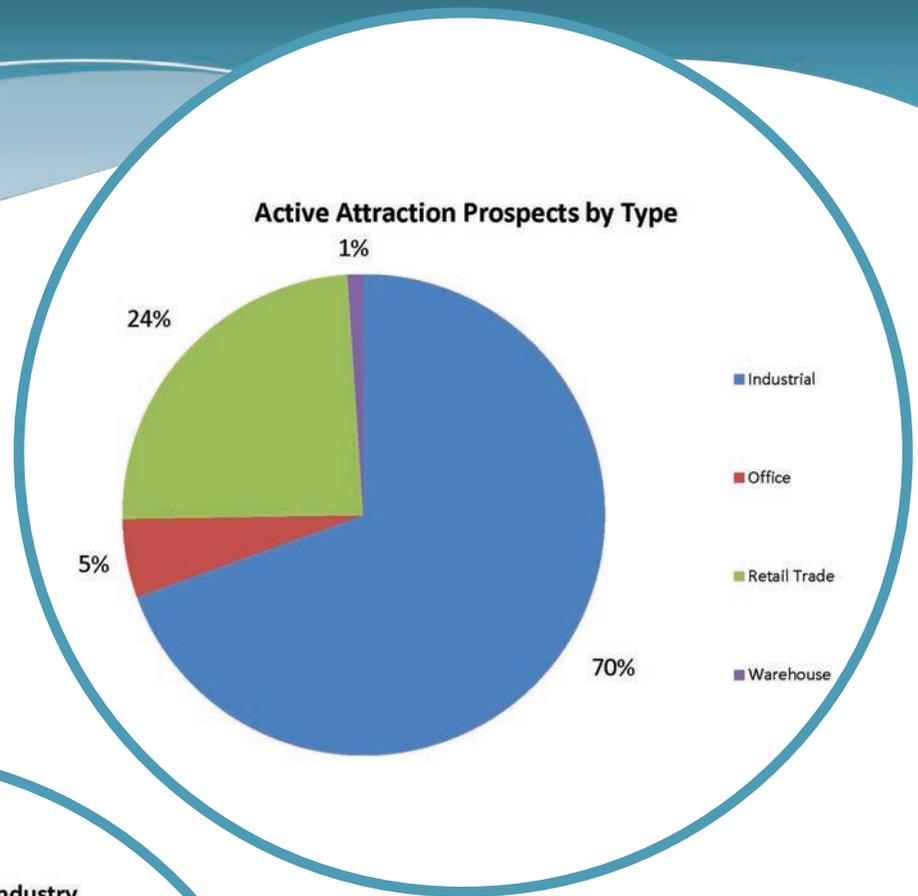
- Tolmar
- Woodward
- Army National Guard
- Schlumberger Lift Solutions
- Solix
- Dunkin Donuts
- Columbine Commons
- Halliburton
- The Summit
- Crall Products
- Elder Construction
- Cargill Steel

These companies and others have invested over \$150 million into the community and acquired or built over 652,000 sq. ft. of space. They have or will add over 1,100 new jobs in the next few years, with an average salary over \$66K with a total payroll of nearly \$86 million.\*

\*Tracking began in April 2011 when the department was formed.



70% of the active attraction prospects are in the industrial sector, retail trade sector is second at 24%.



The Active Attraction Prospects span over 11 different industries, with 21% of the prospects not identifying their industry.

The largest percentage of known prospects industries sectors are: Warehouse at 18%, Retail at 17% and Manufacturing at 15%.

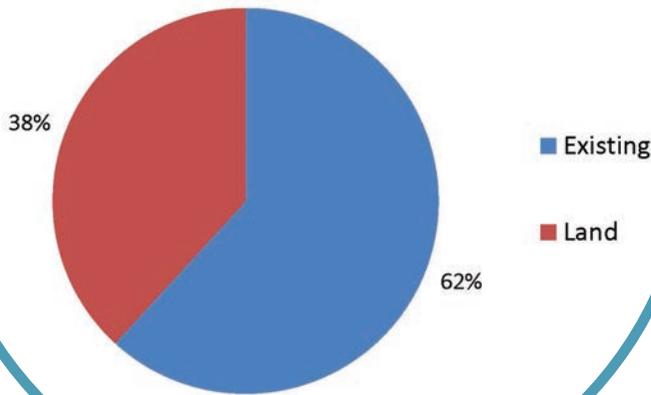
Of the 21% Unknown Industry, the overwhelming majority of TYPE of space requested is industrial.

The majority of attraction prospect leads have come from our real estate database Xceligent at 56%. The next highest lead source Upstate Colorado at 19%.

Leads from the State office of Economic Development & Metro Denver Economic Development Corporation Often get filtered through our regional partner Upstate Colorado.

ATTRACTION PROSPECT LEAD SOURCE	
Xceligent	56%
Upstate	19%
Company	17%
Broker/Developer	5%
MDEDC	2%
OEDIT	1%

**Active Attraction Prospects Real Estate Request**



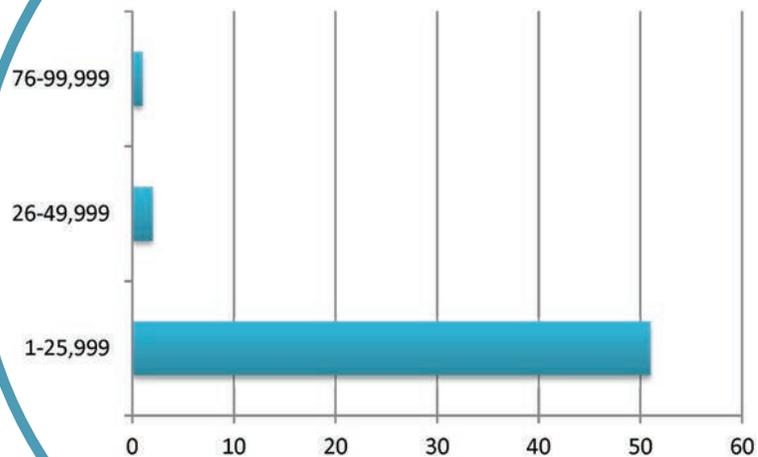
The majority of prospects are requesting **EXISTING** space at 62% . The request for **LAND** has dropped from 48% to 38% this quarter.

As you can see by the next chart below, the majority of the requested space is still under 25,000 square feet.

The major concern for the Town of Windsor is the lack of industrial/manufacturing space under 25,000 sq. ft. Recently the specific demand has been for 5,000 - 20,000 sq. ft. with a slight uptick in requests for space 20,000 - 30,000 sq. ft. with 2-6 acres for outdoor storage.

According to Xceligent Real Estate Database, Windsor currently only has five existing industrial buildings available under 25,000 sq. ft. for sale or lease. Only one of them are over 10,000 sq. ft. of space.

**Prospects by Square Footage**

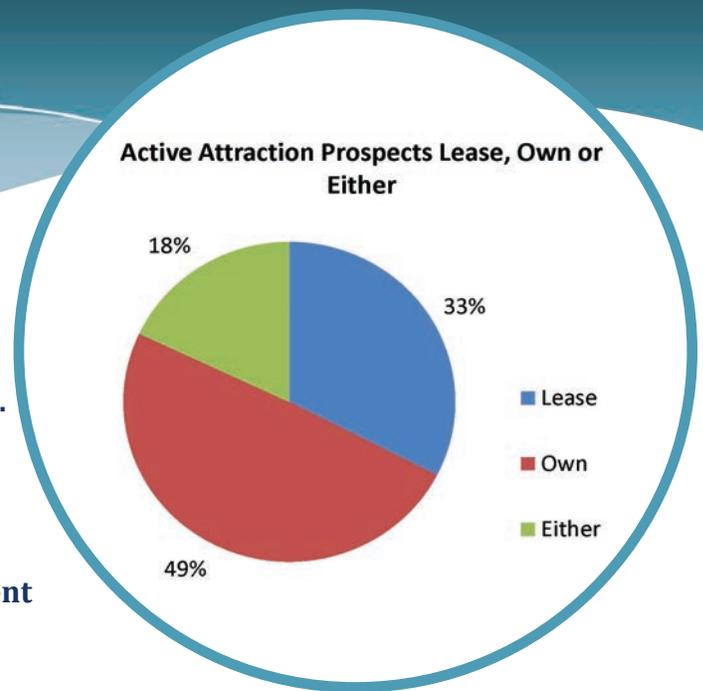


Nearly 95% of the qualified attraction prospects are looking for under 25,000 sq. ft. of space, majority of recent demand has been industrial space anywhere between 5,000 - 20,000 sq. ft.

The largest number of Windsor active attraction prospects would like to OWN their space at 49%.

A large portion of prospects at 33% are still looking to lease space instead of purchase.

We have been seeing an uptick in the development of speculative (Spec) buildings in the Windsor market as well.



Number of Leads & Prospect Visits by month for 2015			Number of Leads & Prospect Visits by month for 2016		
MONTH	LEADS	# OF VISITS	MONTH	LEADS	# OF VISITS
January	8	2	January	9	1
February	12	3	February	13	2
March	18	2	March	8	2
April	9	1	April		
May	9	1	May		
June	16	4	June		
July	4	3	July		
August	13	0	August		
September	17	3	September		
October	14	2	October		
November	10	1	November		
December	12	4	December		

**Non-Qualified Leads:**

The Town of Windsor did not qualify for 33 attraction prospects in 2015. The majority of those leads have been a requests for existing large office space or for large industrial space. The space requests were for 50-75,000 sq. ft. something Windsor does not currently possess.



TOWN OF WINDSOR • ECONOMIC DEVELOPMENT  
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TO: The Town Boards of Windsor, Severance, and Eaton  
FROM: Tom Jones, Chr., Great Western Trail Authority (GWTA)  
DATE: April 20, 2016  
RE: Hiring a Great Western Trail manager

Town Board Members:

Since the inception of the GWTA 10 years ago, our board members have been performing the majority of duties related to planning, construction, and maintenance of the Great Western Trail (GWT). We oversaw the construction of 3 miles of trail from Severance to Windsor in 2014 after applying for, and receiving, Colorado State Trails and Safe Routes to School grants for the project.

With construction of the 7-mile trail from Eaton to Severance looming on the horizon after we received a \$550,000 CDOT-TAP grant, it is obvious that our 9 board members, 7 of whom have full time jobs, will not be able to oversee this large project or continue to do volunteer maintenance and other trail-related activities as they have in the past.

It is for these reasons that we wish to hire a trail manager who would perform the following duties under his or her contract:

- ❖ Oversee trail construction
- ❖ Assist with grant applications
- ❖ Perform regular safety inspections
- ❖ Co-ordinate meetings with adjacent property owners
- ❖ Be the initial GWTA contact for suggestions, volunteers, and complaints
- ❖ Keep member towns and Weld County informed about GWTA activities
- ❖ Make recommendations for equipment and other purchases
- ❖ Co-ordinate weed control activities

We anticipate that initially this position will require a maximum of 40 hours/month at \$20-25/hour (depending on experience). There would be no benefits provided. The manager would be paid for the hours actually worked and not be salaried. The position would start July 1, 2016 and be evaluated by the GWTA board in December 2016. If it appears to be warranted, the position will continue after January 1st. GWTA funds are currently available to cover the \$800-\$1000/month for the last 6 months of 2016, but if we want to continue the position into 2017 and beyond, we may be approaching the towns for additional funding.

It is important to point out that the GWTA was formed by an IGA signed by the 3 towns to develop and manage the trail. We hope the towns appreciate that this all-volunteer board has been very dedicated to this project for the past decade. We now need additional help to make the 11.7-mile trail from Windsor to Eaton a reality. As always, we will continue to keep our member towns informed of all trail activities.

Thank you for the support in the past and the GWTA will continue to work hard on your behalf.

Sincerely,

Tom Jones, Chr.  
Great Western Trail Authority

			MARCH 2016			
	<u>Previous Month</u>	<u>Previous Month's Year to Date</u>	<u>Current Month</u>	<u>Year To Date</u>	<u>Y.T.D. 2015</u>	
<b>Misdemeanor Complaints</b>						
911 Hang up Calls	40	56	6	62	38	
Animal	27	49	21	70	75	
Arson	0	0	0	0	0	
Assault	3	7	4	11	12	
Assist Other Department	10	14	12	26	30	
Attempted Suicide	1	2	0	2	2	
Checks	0	0	0	0	1	
Child Abuse	0	2	3	5	6	
Citizen Service	73	177	65	242	205	
Civil Complaints	7	20	13	33	25	
Contributing Delinq./ Minor	0	0	0	0	0	
Crime Against At-Risk Adult	0	0	1	1	0	
Criminal Mischief	9	18	11	29	31	
Criminal Trespass Premises	1	2	3	5	11	
Death	1	3	0	3	3	
Drugs	1	2	0	2	7	
DUI's	8	13	4	17	24	
False Burglar Alarm	16	42	21	63	75	
False Imprisonment	0	0	0	0	1	
False Reporting	0	0	2	2	1	
Found Property	10	18	8	26	31	
Harassment	10	25	9	34	28	
Indecent Exposure	0	0	0	0	3	
A. Curfew	0	0	0	0	0	
B. Runaway	4	4	1	5	8	
C. Other	4	7	7	14	13	
Juvenile Problems (total)	8	11	8	19	21	
Liquor Violations	0	0	0	0	0	
Lost Property	4	6	1	7	14	
Menacing	0	1	0	1	2	
MIC / MIP	0	0	0	0	5	
Missing Persons	3	4	0	4	1	
Obstructing Police	0	1	1	2	0	
Obstructing Telephone Service	0	1	1	2	0	
Open door	2	4	4	8	24	
Ordinance Violations	39	92	25	117	87	
Reckless Endangerment	0	0	0	0	0	
Repossession	0	0	0	0	0	
Sexual Assault	2	5	4	9	2	
Sex Offender Violation	0	0	1	1	1	
Soliciting	0	1	0	1	3	
Suspicious Activity	53	100	58	158	126	

			MARCH 2016			
	<u>Previous Month</u>	<u>Previous Month's Year to Date</u>	<u>Current Month</u>	<u>Year To Date</u>	<u>Y.T.D. 2015</u>	
<b>Misdemeanor Complaints Cont'd</b>						
Theft	13	23	14	37	50	
Theft By Receiving	0	0	0	0	0	
Towed - Abandoned	0	1	1	2	2	
Towed - Traffic	13	19	8	27	27	
Towed (Total)	13	20	9	29	32	
Traffic Accidents (total)	42	75	26	101	89	
A. Non-injury/Property damage	36	66	24	90	76	
B. Injury	4	7	1	8	6	
C. Fatal	0	0	0	0	0	
D. DUI Accidents	2	2	1	3	7	
Underage Possession Marijuana	1	2	1	3	7	
Vehicle Laws	167	382	160	542	552	
Violation of Restraining Order	1	4	4	8	12	
Warrants - WPD	2	2	0	2	1	
Warrants - Other Department	5	15	9	24	28	
Warrants (Total)	7	17	9	26	29	
Weapon Violation	0	0	1	1	1	
<b>Felony Complaints</b>						
Armed Robbery	0	0	0	0	2	
Arrests	2	11	8	19	27	
Arson	0	0	0	0	0	
Assault	1	2	1	3	7	
Attempted Burglary	0	0	0	0	0	
Auto Theft	0	2	1	3	1	
Burglary	2	3	2	5	5	
Checks	0	0	0	0	0	
Child abuse	0	0	3	3	0	
Child Neglect	0	0	0	0	0	
Contrib./Delinq. of Minor	0	0	0	0	0	
Criminal Impersonation	0	2	0	2	0	
Criminal Mischief	1	2	2	4	2	
Criminal Trespass - Dwelling	0	0	0	0	1	
Criminal Trespass - Vehicle	1	6	1	7	26	
Drugs	0	0	1	1	3	
Forgery	0	3	0	3	1	
Fraud	2	9	5	14	48	
Homicide	0	0	0	0	0	
Identity Theft	0	2	3	5	20	
Intimidating Witness/Victim	0	0	0	0	0	
Menacing	0	1	0	1	3	
Recovery of Stolen Vehicle (ALL)	0	1	1	2	0	
Robbery	0	0	0	0	0	
Sexual Assault	0	0	0	0	1	
Tampering with Evidence	0	0	0	0	1	
Theft by Receiving	0	0	0	0	0	

			MARCH 2016			
	<u>Previous Month</u>	<u>Previous Month's Year to Date</u>	<u>Current Month</u>	<u>Year To Date</u>	<u>Y.T.D. 2015</u>	
Theft	1	7	2	9	24	
Warrant ( Other Department)	1	3	2	5	6	
Weapon Violation	0	0	1	1	0	
Adult Arrest	26	47	26	73	83	
Juvenile Detentions	2	4	4	8	12	
Total Calls for Service	544	1150	519	1669	1592	
A. Criminal	295	645	298	943	930	
B. Non-Criminal	249	505	221	726	662	
Cases Filed (County Penal)	18	29	19	48	52	
County Traffic Citations	46	108	40	148	145	
Municipal Citation	134	308	125	433	444	
A. Traffic	110	258	104	362	395	
B. Ordinances	24	50	21	71	49	
Warnings	328	742	297	1039	804	
Juvenile Filings	2	5	2	7	1	
Parking Tickets	48	89	52	141	134	
Juvenile Notification Forms	13	30	12	42	46	
M-1 Holds	6	7	2	9	22	
Misdemeanor Complaints Cleared by Arrest	26	46	22	68	68	
Monetary Loss Misdemeanor Complaints	\$5,858	\$7,923	\$5,457	\$13,380	\$15,536	
Monetary Recovery Misdemeanor Complaints	\$1,032	\$1,032	\$125	\$1,157	\$521	
Felony Complaints Cleared by Arrest	2	6	8	14	27	
Monetary Loss Felony Complaints	\$2,000	\$128,125	\$50,200	\$178,325	\$54,457	
Monetary Recovery Felony Complaints	\$0	\$49,942	\$42,000	\$91,942	\$10,640	