



**TOWN BOARD REGULAR MEETING**  
June 13, 2016 - 7:00 P.M.  
Town Board Chambers  
301 Walnut Street, Windsor, CO 80550

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

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AGENDA

A. CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance
3. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
4. Board Liaison Reports
  - Mayor Pro Tem Baker – Parks, Recreation & Culture Advisory Board; North Front Range/MPO alternate
  - Town Board Member Morgan – Water & Sewer Board; Clearview Library Board
  - Town Board Member Bennett – Planning Commission; Windsor Housing Authority
  - Town Board Member Rennemeyer – Historic Preservation Commission; Great Western Trail 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
5. Invited to be Heard

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

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

B. CONSENT CALENDAR

1. Minutes of the May 23, 2016 Town Board Meeting – K. Eucker
2. Resolution No. 2016-36 – A Resolution Approving an Intergovernmental Agreement Between the City of Loveland and the Town of Windsor Regarding the Grant of Easement Rights for a Public Recreational Trail – I. McCargar
3. Report of Bills for May 2016 – D. Moyer

C. BOARD ACTION

1. Presentation - Dr. Leah L. Bornstein and Dr. Ray Peterson, Aims Community College
2. Ordinance No. 2016-1520 - An Ordinance Approving an Amendment to the Consolidated Service Plan for Highpointe Vista Metropolitan Districts Nos. 1 & 2 and Approving an Extension of Debt Maturity
  - Legislative action
  - Staff presentation: Ian D. McCargar, Town Attorney
3. Resolution No. 2016-37 - A Resolution Approving an Agreement for Certain Economic Inducements and Development Incentives Between the Town of Windsor, Colorado, and Advanced Roofing Technologies, with Respect to the Development of Property for Commercial Purposes Within Windsor
  - Legislative action
  - Staff presentation: Stacy Johnson, Director of Economic Development
4. Resolution No. 2016-38 - A Resolution Approving Various Closing Documents Pursuant to a Purchase and Sale Agreement Between the Town of Windsor and Carestream Health, Inc., for the Acquisition of Certain Assets in the Davis and Law Water System
  - Legislative action
  - Staff presentation: Ian D. McCargar, Town Attorney
5. Site Plan Presentation – Diamond Valley Subdivision 4<sup>th</sup> Filing, Lot 2 and 6<sup>th</sup> Filing, Lot 1 – Windsor Charter Academy expansion – Windsor Charter Academy, applicant/ Thomas Roche and Leonard Wiest, Roche Constructors, applicant’s representatives
  - Staff presentation: Josh Olhava, Senior Planner
6. Site Plan Presentation – Falcon Point Subdivision, Lot 1 – Kraft Kurbing – Craig and Laurie Kraft, applicants
  - Staff presentation: Paul Hornbeck, Senior Planner
7. Presentation – 2015 Annual School District Reports on PILO (Payments-in-lieu of land dedication) and IGA Background
  - Staff presentation: Josh Olhava, Senior Planner

#### 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



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MINUTES

A. CALL TO ORDER

Mayor Melendez called the meeting to order at 7:02 p.m.

1. Roll Call

Mayor  
Mayor Pro Tem

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

Also Present:

Town Manager  
Town Attorney  
Communications/Assistant to Town Manager  
Chief of Police  
Director of Planning  
Director of Parks, Recreation and Culture  
Manager of Communications  
Chief Planner  
Senior Planner  
Director of Economic Development  
Director of Finance  
Recreation Manager  
Customer Service Manager

Kelly Arnold  
Ian McCargar  
Kelly Unger  
John Michaels  
Scott Ballstadt  
Eric Lucas  
Katie VanMeter  
Carlin Barkeen  
Josh Olhava  
Stacy Johnson  
Dean Moyer  
Tara Fotsch  
Megan Walter

2. Pledge of Allegiance

Town Board Member Rennemeyer led the pledge of allegiance.

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

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

4. Board Liaison Reports

- Mayor Pro Tem Baker – Parks, Recreation & Culture Advisory Board; North Front Range/MPO alternate

Mayor Pro Tem had no update.

- Town Board Member Morgan – Water & Sewer Board; Clearview Library Board  
Town Board Member Morgan had no update.
- Town Board Member Bennett – Planning Commission; Windsor Housing Authority  
Town Board Member Bennett had no report.
- Town Board Member Rennemeyer – Historic Preservation Commission; Great Western Trail Authority  
Town Board Member Rennemeyer had no report.
- Town Board Member Boudreau – Chamber of Commerce; Planning Commission alternate  
Town Board Member Boudreau reported the Chamber of Commerce is planning their Broker Event on June 7, 2016.
- Town Board Member Adams – Tree Board; Poudre River Trail Corridor Board  
Town Board Member Adams reported the Trail-A-Thon was postponed due to flooding of the Poudre River.
- Mayor Melendez – Downtown Development Authority; North Front Range/MPO  
Mayor Melendez reported the DDA did approve their Strategic Plan. The cleanup day was a success and the stripping in the back lot has been completed. The DDA has developed a tri-fold brochure that will be distributed to businesses in the downtown area. Also, the DDA has agreed to support the Downtown Futures Summit.

5. Invited to be Heard

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

B. CONSENT CALENDAR

1. Minutes of the May 9, 2016 Town Board Meeting – K. Eucker
2. Advisory Board Appointment – P. Garcia

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

C. BOARD ACTION

1. 2016 Windsor Harvest Festival - Long Grant Form Request
  - Staff Introduction – Tara Fotsch, Recreation Manager
  - Applicant Presentation – Casey Johnson

Per Ms. Fotsch the 95<sup>th</sup> Windsor Harvest Festival will take place over Labor Day weekend. In recent years the Town has not been as involved in the Harvest Festival. This year staff from the Parks, Recreation and Culture Department are re-engaging with the Harvest Festival Committee.

Ms. Melendez inquired if an increase in Town staff will increase the dollar amount that was presented in the packet material.

Ms. Fotsch stated in years past staff have been involved in smaller ways. There has always been a staff liaison that has been involved; instead of filling that position this year the Parks, Recreation and Culture formed a special event committee that will be involved in numerous events in Town

Applicant Representative Casey Johnson stated the 2015 Harvest Festival was well attended. The Harvest Festival Committee requested \$12,000 in 2015 to bring a known band to the Saturday night event which the committee would like to do again for 2016. The total amount requested from Outside Agency Funding is \$21,360.

Mr. Bennett inquired if \$21,360 includes the \$12,000 request for the band.  
Mr. Johnson stated that is correct.

Mr. Baker inquired if political candidates will be allowed into the parade.  
Mr. Johnson stated they are allowed but it is limited to 15 members of each political party per float and two floats per political party.

Mr. Morgan inquired as to the benefit to having a bigger band.  
Mr. Johnson stated in 2015 there was positive feedback on the band.

Mr. Morgan inquired if Mr. Johnson was in the park the day after the event to see the condition of the park.  
Mr. Johnson stated he was not at the park but did hear there were some items that did not get taken care of properly.

Mr. Morgan inquired how the park will be addressed this year.  
Mr. Johnson stated in 2015 there were some issues with the stage that was being used. When the stage was being brought out it had hit some items in the park. This year that stage will not be utilized because there is a new stage being built on site.

Mr. Morgan inquired as to the garbage that was left in the park that town staff cleaned up.  
Mr. Johnson stated additional park staff will be on hand to help with trash receptacles.

Mr. Bennett inquired if the Town is included within the sponsorships on the itemized budget.  
Mr. Johnson stated the sponsorships were not included.

Mr. Bennett inquired if the Harvest Festival will get to a point of being self-sustained.  
Mr. Johnson stated it is realistic but the Harvest Festival would like to keep the partnership with the Town since it is a Town event.

Mr. Bennett inquired if there are any other anticipated requests for funds later in the year from the outside agency fund.  
Mr. Arnold stated since it is early in the year there may be more requests to come but at this time there are no other requests.

Mr. Adams inquired about the policy on the floats for the parade and about school bands being in the parade.  
Mr. Johnson stated the rules and regulations emphasize the theme and home town spirit; floats are placed in the parade based on the description of the floats. In the past there has been issues with the band's insurance so trying to get bands in the parade can be difficult but there have been inquiries from bands in the region to enter the parade.

Ms. Melendez inquired if each band has to provide insurance.

Mr. Johnson stated that is correct; the schools require there be insurance in place.

Mr. Rennemeyer inquired if the musical entertainment for Saturday night is secured for 2016 and is the request for funding based off last year's costs.

Mr. Johnson stated the number includes the costs of the entertainment as well as costs that would go along with production of the Saturday night musical entertainment. An outside agency was used to assist with securing a band in a certain price range.

Mr. Boudreau inquired if the request for this year is double from what it was in 2015 for the overall sponsorship.

Ms. Fotsch stated it is similar to 2015; the amount requested last year was approximately \$21,295.

Mr. Boudreau inquired if the overall expenses in 2015 were \$58,000 the sponsorship from the Town was approximately 1/3 of the Harvest Fest budget.

Mr. Johnson stated that is correct.

Mr. Boudreau inquired if in 2017 the Town is not able to sponsor the event what would be the backup funding.

Mr. Johnson stated if funding was not available in the future the event would see drastic cuts.

Mr. Boudreau inquired as to why individuals may not be volunteering to the level they have previously.

Mr. Johnson stated in general individuals don't seem to volunteer their time anymore.

Mr. Baker inquired if there will be extra police for the event.

Mr. Michaels stated the Colorado Rangers will help in the park with the dance Saturday night along with duty officers and an extra DUI officer. The parade will have 14-16 officers on hand.

Mr. Baker inquired if there is a way to quantify sales tax revenue over the weekend outside of the event.

Mr. Moyer stated the revenue generated during the Harvest Festival won't be just in the downtown area so it would be difficult to quantify.

Mr. Bennett inquired as to how many hours the committee puts in for the Harvest Festival event.

Mr. Johnson stated it is approximately 700 hours for the year.

Ms. Melendez inquired if income from the event will be above numbers from 2015.

Mr. Johnson stated one cost from 2015 that will be eliminated for 2016 is the rental of the stage which was a big cost.

Ms. Melendez inquired if there has been discussion of having a sponsor specifically for the musical entertainment for Saturday night.

Mr. Johnson stated there has been discussion regarding that type of sponsor and that is something that will be implemented for next year.

Ms. Melendez inquired as to what would happen if the musical entertainment for Saturday night came in way under budget.

Mr. Johnson stated the \$12,000 requested for Saturday night would include sound and other production type expenses.

Ms. Melendez inquired as to how the feedback from the 2015 has been quantified.

Mr. Johnson stated it is based on survey's that were completed on the website.

Mr. Arnold inquired if the committee has returned to the Town Board following the event to debrief the Board previously.

Mr. Johnson stated it has been done in the past within a month of the event.

Mr. Arnold suggested the motion include a debrief of the event within a month.

**Town Board Member Adams motioned to approve the grant request as stated with a debrief and review within 30 days; Mayor Pro Tem Baker seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Bennett, Rennemeyer, Boudreau, Adams, Melendez; Nays- None; Motion passed.**

2. Update and Request for Direction for Pickleball Court Project at Main Park

- Staff presentation: Eric Lucas, Director of Parks, Recreation & Culture

Per Mr. Lucas pickleball is a paddle sport that was developed approximately 50 years ago and can be played by individuals of all ages. Pickleball has gaining popularity in the last 10 years as the fastest growing adult sports in the United States.

In April 2015 staff received a request from a group of pickleball players regarding modifying the existing roller hockey rinks at Main Park into pickleball courts. The result of that request and subsequent discussions with staff, pickleball enthusiasts, Parks, Recreation & Advisory Board members and the Town Board was that the project (conversion of one hockey rink into four pickleball courts), would be included in the 2016 Capital Improvement Projects (CIP) at a cost of \$45,100. Additionally, staff would apply for a \$20,000 Great Outdoor Colorado Grant (GOCO) in the next grant cycle to offset some of the cost.

In March 2016, staff learned that the Town's GOCO grant was not approved. Upon learning the grant was not approved, the pickleball group approached the department about proceeding with the project.

Staff, along with several representatives of the pickleball group, met to discuss a path moving forward. Items that were considered were viability of pickleball in Windsor, location, desired amenities, project scope, and funding. Staff on two occasions also discussed the project with the

Parks, Recreation & Culture Advisory Board. It was determined that at this time, the best location for outdoor pickleball courts in Windsor is at Main Park. The existing hockey rinks currently in Main Park would need some maintenance if they were to remain hockey rinks.

A community in California was in a very similar situation; converting hockey rinks into pickleball courts. A group of individuals in that community did fundraising to assist with the costs of the conversion.

Staff met with a court installer and it was determined that six courts would fit in the space at a total cost of \$83,380 which includes the courts, fencing, painting on the court and permanent nets.

There are three different options available for the project; option one will be to not fund the project, option two will be to not fund the project and direct staff to consider recommending the project in a future budget, and option three would be proceeding with a design-build of the courts not to exceed \$45,000. Staff's recommendation is for the Board to consider option three.

Ms. Melendez inquired as to what will happen to the portion of the existing hockey rinks that will not be developed.

Mr. Lucas stated the hockey court would disappear and it would be an open concrete pad. If \$45,000 would be allowed for the conversion, the area would be fenced in with some gates around three pickleball courts.

Mr. Baker inquired as to why Diamond Valley wouldn't work to install 10-12 courts.

Mr. Lucas stated the current pickleball court need is much smaller than 10-12 courts. When the gym at the Community Recreation Center was closed for construction, the individuals that play pickleball have disbursed along the front range to play the sport. At this time, the need for a multi-court complex cannot be justified.

Mr. Baker inquired as to parking and traffic at Main Park.

Mr. Lucas stated there would be an increase in traffic and parking but there is room around the park for parking.

Mr. Morgan confirmed that the cost of three courts would be \$45,000 and the cost of six courts would be \$83,000 so a request could be made next year to fund the other three courts so it will cost the Town \$6,000 more plus inflation to complete the project over two years versus one year.

Mr. Lucas stated there is a possibility of that. The intention is to rally the pickleball group to fundraise and help offset the costs.

Mr. Morgan inquired as to what the current discussion is regarding fundraising.

Mr. Lucas stated fundraising efforts are not set at this time.

Mr. Morgan inquired if the Town can reapply for the GOCO grant.

Mr. Lucas stated the Town is eligible to reapply but is concerned that Windsor may not be at the level to receive the support from the GOCO grant. The response on the GOCO grant is that they are looking for projects that branch out to a wider range of individuals.

Mr. Bennett inquired if it would be cheaper to do all the concrete work now.

Mr. Lucas stated there is not much concrete work as the courts are covered with about 4-5 coats of an acrylic paint.

Mr. Bennett inquired as to the maintenance costs of the courts.

Mr. Lucas stated maintenance costs are expected to be minimal but will include trash pick-up. The life of the court surface is approximately 6-8 years before the courts would need to be repainted.

Mr. Bennett stated if the courts are available would the recreation department look into developing fee based programs.

Mr. Lucas stated there would be fee based programs.

Mr. Rennemeyer inquired about the direction the courts should be facing.

Mr. Lucas stated it is for solar orientation so individuals are not looking into the sun.

Mr. Rennemeyer inquired about the minimal use of the hockey rinks.

Mr. Lucas stated staff has not seen heavy usage of the courts in five or six years.

Ms. Melendez inquired if the indoor courts will still be available at the Community Recreation Center (CRC) if the outdoor courts are developed.

Mr. Lucas stated there will still be time programed for pickleball at the CRC but no additional time will be slotted for pickleball.

Marsha Raymond, 6253 Crooked Stick Drive, Windsor stated she has been a resident of Windsor since 1970 and her experience with pickleball has been wonderful and is actually living part-time in Arizona to be able to enjoy the sport year round. Ms. Raymond asked the Board to consider the request to develop outdoor courts.

Karla Feye, 615 Oak Street, Windsor, CO stated she is fairly new to the sport but has played the sport across many states. Ms. Faye stated there are children that are getting involved in the sport as well and asked the Board to consider developing the courts.

Gilbert Peralta, 516 Locust Street, Windsor, CO stated he has not heard much of pickelball but individuals want to play the sport and they also need a place to play.

Kyle Smith, 622 Sundance Drive, Windsor, CO stated he has lived in Windsor for a year and was then introduced to the sport. Pickleball is a crossover sport that includes many ages. The sport is here to stay.

Mr. Boudreau inquired if the Board agrees to do half completion at \$45,000, what would be the completion date.

Mr. Lucas stated it would take approximately three months to complete.

Mr. Boudreau inquired as to what the cost would be to get the hockey rinks back up to par.

Mr. Lucas stated it would not be a huge expense but there is no cost estimate at this time.

Mr. Boudreau inquired if the \$45,000 has been allocated for the project.

Mr. Lucas stated it has been allocated on the expense side.

Mr. Adams inquired if the finances could be found to complete the entire project.

Mr. Moyer stated the Town is in a good financial place; if the Board chose to fund the entire project, the cost could be absorbed in the capital improvement plan.

Ms. Melendez commented that the budget is set for a reason and believes the pickleball courts are a good cause. There needs to be extraordinary circumstances before the budget should be expanded. Also the current hockey rinks is a good example of why the Town should hold out from developing both courts as the hockey courts were a phase at one time.

Mr. Boudreau inquired if the CRC is opening around the time the pickleball courts are completed, is there reason to wait until the 2017 budget to fund the whole project and giving the group time to fundraise for additional amenities.

Mr. Lucas stated the group is anxious for the courts but knowing that they would not be open until September.

Mr. Baker commented that with the courts being in high demand they could be used as weather permits.

Brian Moeck, 1537 Yonkee Drive, Windsor, CO stated the group is anxious for the courts to be developed. Even when the CRC is opened again, there will be limited hours to be able to play the sport. By building the outdoor courts, it will open up play by many other age groups.

**Mayor Pro Tem Baker motioned to approve staff recommendation of a build not to exceed \$45,000; Town Board Member Morgan seconded the Motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Bennett, Rennemeyer, Boudreau, Adams, Melendez; Nays- None; Motion passed.**

3. Resolution No. 2016-34 - A Resolution Adopting the 2016 Parks, Recreation & Culture Master Plan
  - Legislative action
  - Staff presentation: Eric Lucas, Director of Parks, Recreation & Culture

Per Mr. Lucas the Town had a Parks, Recreation and Culture Master Plan completed in 2004 and updated in 2007 which was then designed to go into 2012; typically Master Plans have a lifespan of 5-10 years. The Town hired GreenPlay, LLC in May of 2015 to begin developing a new plan. All the information in the Plan was compiled from a variety of individuals and resources; town staff interviews, Town Board Discussions, Parks, Recreation and Culture Board discussions, studying the demographics of the town, industry trends nationwide and looking at the variety of planning projects. What is does say in the plan is Windsor is in good shape as it sits today with

90% of households being within a 10 minute walk to a recreational opportunity. Currently the Town is meeting the demand for the 2007 level of service which is based on acreage at 7.5 acres of land for every 1,000 in population; Windsor is at eight acres for every 1,000 in population. The concern going forward is that as Windsor continues to grow and as the system builds out will it be sustainable both financially and environmentally.

Key areas and recommendations were broken down into five categories in the Parks, Recreation and Culture Master Plan; Outdoor Facilities or Amenities, Indoor Facilities and Amenities, Operations, Programs and Marketing.

1. Outdoor Facilities

- Continue to provide equitable access to parks
- Develop partnerships to provide outdoor infrastructure
- Continue to develop and upgrade park amenities
- Develop a conservation plan for current park system
- Develop a system of prioritization growth and/or funding allocation

2. Indoor Facilities

- Ensure indoor facilities and facilities are being utilized at their full potential
- Ensure that facilities meet the need of the community

3. Operations

- Communicate operational goals and policies to the Windsor community
- Develop internal and operational efficiencies and collaboration opportunities
- Assure proper staffing levels meet the growing demands of the Parks, Recreation and Culture Department
- Develop a system for prioritizing program development
- Develop additional funding mechanisms for the Parks, Recreation and Culture Department

4. Programs

- Assure programming services are in line with a growing population base and target markets
- Develop internal and external partnerships to continue to provide high-level programs and services to the Town of Windsor
- Ensure that concert series, festival and events are provided by the most effective means
- Ensure that programming meets the goals of "Our Land – Our Future"

5. Marketing

- Promote community awareness
- Develop marketing efforts to reach targeted population segments through the most effective means
- Increase partnerships to both identify and address community needs

Mayor Pro Tem Baker referred to 90% of households within a 10 minute walk to a recreation facility and inquired as to what that is.

Mr. Lucas stated it is any amenity that is recreation based that Windsor is providing.

Mayor Pro Tem Baker inquired as to what the level of service goal at 7.5 acres is based on.

Mr. Lucas stated it was based off industry standards and what staff chose.

Mayor Pro Tem Baker inquires as to what the short term completion time is.

Mr. Lucas stated the Plan considers short term one to two years.

Mayor Pro Tem Baker inquired if the usage of the amenities is being tracked as far as who and how many individuals are attending.

Mr. Lucas stated that data is being tracked; Eco-Counters were placed on the Boardwalk Park Trail as well as the Poudre Trail at Eastman Park and 21,000 individuals have crossed the Eco-Counters in the first 84 days. Based on the number so far it is expected that 150,000 or more individuals will cross the counters this year. Also at Diamond Valley the number of teams entering tournaments is being tracked and typically for every kid in the tournament, 2.5 individuals will accompany them.

Mr. Bennett inquired as to what regional park amenities are and the public art to diversify some of the parks.

Mr. Lucas stated it has been decided to limit the manufactures that are being utilized so a lot of the parks look similar and there is not a lot of variety in the playgrounds. Over time as playground equipment and amenities need to be replaced different manufactures could be looked at for a wider variety.

Ms. Melendez inquired as to the process of prioritizing program development.

Mr. Lucas stated attempts to prioritize will take place in house with staff with input from the Parks, Recreation and Culture Board and the Town Board.

**Town Board Member Bennett motioned to approve Resolution No. 2016-34; Town Board Member Boudreau seconded the Motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Bennett, Rennemeyer, Boudreau, Adams, Melendez; Nays- None; Motion passed.**

4. Resolution No. 2016-35 – A Resolution Making Certain Findings of Fact Concerning the Labue Farm Annexation to the Town of Windsor, Colorado; Determining Substantial Compliance with Section 31-12-101, ET SEQ., C.R.S., “The Municipal Annexation Act of 1965”; and Establishing Dates for Public Hearings before the Planning Commission and the Town Board of the Town of Windsor, Colorado, with Regard to the Labue Farm Annexation
  - Legislative action
  - Staff presentation: Josh Olhava, Senior Planner

**Town Board Member Morgan motioned to approve Resolution No. 2016-35; Town Board Member Bennett seconded the motion.**

Per Mr. Olhava the applicants represented by Mr. Patrick McMeekin, are requesting to annex approximately 155.4 acres to the Town of Windsor. The property is divided amongst three separate property owners all of whom have signed the petition to annex and will be signatories on the annexation plat and annexation development agreement, to be reviewed by the Town Board at a future date.

The site is proposed for Recreation and Open Space (O) zoning, as the Town Board previously approved the applicant's request to reallocate the majority of the sewer capacity from this property to the adjacent RainDance property to the west. This will allow for increased density of residential and commercial development on the RainDance Property and will limit development of the subject property. Future plans include exploring the potential for a regional park to serve the community and a future middle school site on a 50-acre parcel that is owned by the school district. The northwestern portion of the site includes a large oil and gas pad that has been active for the past few years and may include at least one additional future well.

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

Staff recommends approval of Resolution 2016-35 as presented.

Staff requests the following be entered into the record:

1. Memorandum and supporting documents
2. Staff recommendation

Mr. Arnold inquired as to the next steps in the annexation process.

Mr. Olhava stated over a year ago the Town Board approved a resolution that initiated the annexation proceedings and that allowed staff to be reviewing the annexation plat and the process. The application was quiet while the applicant was working on other projects. The applicant then held a neighborhood meeting and the feedback from that will be presented at the public hearing. Resolution 2016-35 establishes the public hearing dates which are set forth within the resolution and per state statute, it requires that public hearing ads be posted for four consecutive weeks leading up to the public hearings. The public hearing for the Planning Commission is scheduled for July 6, 2016 and the public hearing scheduled for the Town Board and first reading on the annexation is scheduled for July 11, 2016; second reading is scheduled for July 25, 2016. Following the public hearings there is a 30 day waiting period until the annexation becomes effective, per state statute.

Mr. Arnold commented that the landowner is annexing the land voluntarily. The Town Board would have liked to annex this area previously due to the change in oil and gas statutes changed. Property taxation now needs to be at the site of the pads.

Mr. Baker inquired if a forced annexation be quicker.

Mr. Arnold stated it could not be forced because there is no enclave.

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

5. Authorize Approval of Economic Inducements and Development Incentives for the Development of Property by Advanced Roofing & NoCO Sheet Metal for Commercial Purposes Within Windsor
  - Legislative action
  - Staff presentation: Stacy Johnson, Director of Economic Development

Per Ms. Johnson discussions have taken place since 2012 with Mr. Evans regarding his business location, Advanced Roofing and discussions of an expansion have been going on for about a year. NoCo Sheet metal has moved from their Loveland facility into Mr. Evans current facility so there is a need for expansion. The request will be an incentive request to maintain both entities and grow them in Windsor.

The property location that is looking to be expanded is at 455 Highland Meadows Parkway which is in Highlands Industrial Park in the Larimer County portion of Windsor. The new construction of the facility that they are looking at is over 42,000 square feet leaving 20,000 square feet for additional limited industrial opportunities. Limited industrial space is a huge gap in Windsor's market currently and is in high demand.

The total new construction costs are approximately \$4.2 million for the facility; furniture, fixtures and equipment is approximately \$200,000 of the \$4.2 million. The main use for the facility will be for Advanced Roofing and NoCO Sheet Metal expansion.

Discussions began with Mr. Evans in early 2015 regarding a request he made for assistance in development fees for this site. Mr. Evans is also looking at another site in unincorporated southern Weld County. The request has been received for some of the waivers and fees in a reimbursement as the Town does have a policy in place that when Windsor has an enterprise fund typically the process is to reimburse specific funds after the certificate of occupancy has been secured meaning the building is up and going and Windsor will be gaining some type of revenue.

The total amount of fees for the project is approximately \$160,000 with \$61,633.80 waived and reimbursed.

The initial estimated sales tax revenue was approximately \$26,000 but with further examination the sales tax revenue would be approximately \$23,000. The remaining balance in the Economic Development Fund is approximately \$138,000.

Mr. Baker inquired if this project is a good use of the Economic Development funds  
Ms. Johnson stated it is a good use of the funds as this is a retention and expansion project.

Mr. Baker stated there is a concern of offering an incentive for speculative space.  
Ms. Johnson stated technically the incentive is to retain the business in Windsor but the bonus is there will be more limited industrial space.

Mr. Baker inquired if there is any work has commenced on the project.

Mr. Johnson stated there is a site plan being developed at this point.

Mr. Evans stated some dirt work and staking was completed last week.

Mr. Morgan inquired if ground has been broke in Windsor is there still a possibility of the applicant going to southern Weld County.

Mr. Evans stated that is still a possibility but the builder wanted to get started and the builder will potentially purchase the building if the business does move to southern Weld County. Mr. Evans stated he has been in business for 25 years and moved to Windsor about 12 years ago with Advanced Roofing. The business has outgrown the building that was built 12 years ago. The plan was to build a 40,000 square foot building with the intention of growing into the entire space in the next 12-15 years while leasing approximately half the building in the interim. The builder made the decision to move forward on the building regardless of Mr. Evans decision because there are numerous individuals interested in the space.

Mr. Morgan inquired about an assurance that the proposed cost of the building is not understated at \$4.2 million.

Ms. Johnson stated there was the cost estimate that was submitted and what was used for the valuation of fees. If the valuation of the building comes in lower than the incentive will be lower but if the valuation comes in higher the incentive will not increase.

Ms. Melendez inquired if the clientele is primarily commercial or residential.

Mr. Evans stated the business is approximately 60% commercial and 40% residential with a current project at the CRC expansion. Residential homes are primarily custom work.

Mr. Boudreau requested a work session with Ms. Johnson to discuss incentives and what the major barriers are that prevent businesses from staying in Windsor and what are pulling them out of Windsor.

Mr. Morgan inquired if an approval can be done at this time or will a resolution need to be completed in the future.

Mr. McCargar stated the next step will be a formal incentive agreement baring the signature from Mr. Evans.

**Town Board Member Boudreau motioned to approve the incentives as presented; Town Board Member Bennett seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Morgan, Bennett, Rennemeyer, Boudreau, Adams, Melendez; Nays- None; Motion passed.**

6. Community Development Report

- Staff presentation: Scott Ballstadt, Director of Planning

Mr. Ballstadt provided a review of the Community Development report. Planning Department staff has been working on the RFP for the consulting services for the update of the zoning and

subdivision codes and is also working on researching more efficient solutions to requiring mylar recorded drawings upon approval of land use projects.

In the first four months of the year 204 single family detached home permits have been issued; in total 285 single family detached home permits were issued in 2015 with the previous record high in 2000 and 2005 with 451 permits issued.

Mr. Bennett inquired if while the Panning Department is going through the approval processes is there any way to anticipate the retail value of what the property will be.

Mr. Ballstadt stated there is a valuation on all the building permit applications.

Mr. Rennemeyer inquired as to where Falcon Pointe is.

Mr. Ballstadt stated it is the industrial subdivision a half mile east of Highway 257 and south of Highway 392.

Mr. Adams inquired if the fossil ridge homes are different than the homes in the CAC.

Mr. Ballstadt stated they are; the Ptarmigan project is within the CAC.

#### 7. Financial Report April 2016

- Staff presentation: Dean Moyer, Director of Finance

Mr. Moyer provided an overview of the April 2016 financial report.

- Sales tax collections of the 3.2% sales tax was at a record \$790,335.
- April sales tax was up 8.08% from April 2015
- Construction use tax through April is 62.55%
- Single Family Residential permits total 204 through April.
- 42 business licenses were issues in April of which 29 were sales tax vendors.

Ms. Melendez commented that the Town may be able to pay off the CRC expansion sooner rather than later and inquired as to how many years are required to be allocated before payoff.

Mr. Moyer stated it is 10 years.

Mr. Arnold commented that along with Mr. Lucas and Mr. Moyer, he would like to discuss early payoff and create a policy from the Boards intentions.

Mr. Baker inquired if in the future could the Town Board decide to not pay off the bond early.

Mr. Arnold stated they could decide not to pay it off early. It was a stated intention to pay the bond off early if possible and would like to get that in writing.

#### 8. Authorize Mayor and Town Manager to Meet with Fort Collins for Further Discussions about Joint Intergovernmental Agreement

- Staff presentation: Kelly Arnold, Town Manager

Per Mr. Arnold a letter was received from the City of Fort Collins looking to further discuss the proposed IGA amendments that were sent to the City of Fort Collins. Mr. Arnold is requesting authorization to meet with the City of Fort Collins along with Windsor's Mayor, Attorney and

Planning Director to further discuss the IGA amendments and explain how Windsor landed on the items amended.

Mr. Baker inquired if the Town Board would need to approve a new offer letter.

Mr. Arnold stated that is not known at this time.

Mr. McCargar stated the text of the amendment would need to be modified to fit a new negotiation.

Mr. Baker inquired if Windsor would submit an offer again to Fort Collins.

Mr. Arnold stated through conversations with Fort Collins it will be to see what it will take Fort Collins to agree with the amendments then the Board will discuss if the amendments are agreeable.

Mr. McCargar stated when the IGA was initially developed there was a core group of negotiators who knew the tolerances of their communities. It came to a point where details were able to be discussed and ultimately two smaller negotiating teams worked out the details of the existing agreement.

**Town Board Member Bennett motion to authorize a small group to continue conversations with the City of Fort Collins and report back to the Windsor Town Board; Town Board Member Morgan seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Bennett, Rennemeyer, Boudreau, Melendez; Nays- Adams; Motion passed.**

#### D. COMMUNICATIONS

1. Communications from the Town Attorney

Mr. McCargar stated slides from the presentation can be sent out if the Board would like them.

2. Communications from Town Staff

Ms. Johnson stated she has just returned from an ICSC conference in Las Vegas. Two events were attended and there were opportunities to promote Windsor.

Mr. Boudreau inquired as to what the two events were that were attended.

Ms. Johnson stated Crosby Real Estate hosted a networking event with major developers and a private event was held at Caesars Palace.

Ms. Johnson stated the Broker Event is scheduled for June 7, 2016.

Ms. Unger stated the Strategic Plan Community Meeting is scheduled for June 6, 2016 from 5:30 - 7:30 at the Community Recreation Center.

Mr. Baker inquired if HOA management companies and metropolitan district have been notified of the event.

Ms. Unger stated they can be contacted and informed of the meeting.

Mr. Rennemeyer stated there has been communications sent out to some HOA communities.

3. Communications from the Town Manager

Mr. Arnold stated a meeting was attended regarding the U.S. Highway 34 Corridor and, CDOT and the North Front Range MPO are moving forward on a traffic study from the west side of Loveland to the east side of Greeley. The purpose is to look at the build out and improvements to Highway 34. All the communities in that swath had the opportunity to look at any other adjacent road improvements or planning efforts that they would like to make. This may pose an opportunity to team up with Greeley and Loveland on future planning efforts.

Mr. Arnold also commented that the school district is interested in what to do with their swimming pool and discussions will continue with staff.

The Fort Collins Loveland Water District which is one of Windsor's primary sources is losing their manager to retirement after over 30 years.

The Mayor will be participating in the Memorial Day festivities and the June 6, 2017 work session will be at the Community Recreation Center.

4. Communications from Town Board Members

Mr. Baker requested an update on the RTA in the near future.

Mr. Boudreau will not be able to attend the work session on June 6, 2016.

Ms. Melendez stated recently she has met with Mayor Norton and discussed some collaborative efforts; meetings with other mayors around the region will be taking place soon. Also a group of 7<sup>th</sup> graders sent congratulatory notes to Ms. Melendez when elected and expressed some concerns that they had. In return a letter was sent back to every student addressing their concerns and issues.

While attending the U.S. 34 meeting the Weld County Commissioners stated they are ready to schedule a meeting with the Windsor Town Board.

E. ADJOURN

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

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

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Deputy Town Clerk, Krystal Eucker



## MEMORANDUM

**Date:** June 13, 2016  
**To:** Mayor and Town Board  
**Via:** Regular meeting materials, June 13, 2016  
**From:** Ian D. McCargar, Town Attorney  
**Re:** Resolution approving Intergovernmental Agreement with City of Loveland (public trail improvements)  
**Item #:** B.2.

### **Background / Discussion:**

In order to install and maintain a public trail required for the Highland Meadows Golf Course Subdivision 8<sup>th</sup> Filing, we have negotiated an Intergovernmental Agreement (“IGA”) with the City of Loveland. In this particular location, depicted in the attached map, the east side of Fairgrounds Avenue falls within Loveland’s right-of-way. This IGA assures that Windsor’s developer has permission to install the trail, and the developer’s metropolitan district will be responsible for ongoing maintenance. The Loveland City Council approved the IGA at its regular meeting on April 19, 2016.

**Financial Impact:** None

**Relationship to Strategic Plan:** Effective infrastructure; quality development; regional cooperation

### **Recommendation:**

Approve attached IGA. **Simple majority required.**

### **Attachments:**

Intergovernmental Agreement and Grant of Easement Rights for Public Recreational Trail;

Resolution No. 2016-36 – Resolution Approving an Intergovernmental Agreement Between the City of Loveland and the Town of Windsor Regarding the Grant of Easement Rights for a Public Recreational Trail

GIS Map of vicinity

TOWN OF WINDSOR

RESOLUTION NO. 2016-36

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LOVELAND AND THE TOWN OF WINDSOR REGARDING THE GRANT OF EASEMENT RIGHTS FOR A PUBLIC RECREATIONAL TRAIL

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

WHEREAS, the Town has given development approval to the Highland Meadows Golf Course, Eighth Filing, (“Highland Meadows Subdivision”), and has entered into a development agreement dated June 26, 2014 (“Development Agreement”), with Colorado Holdings, LLC, describing the public improvements to be completed; and

WHEREAS, the Development Agreement recognizes that a portion of the proposed recreational trail intended to serve the Highland Meadows Subdivision will be constructed and maintained along Fairgrounds Avenue in the City of Loveland’s (“Loveland”) right of way (“Trail Segment”); and

WHEREAS, the Town requested that Loveland grant it a perpetual easement, subject to revocation and termination, in order to permit the construction and maintenance of the Trail Segment within Loveland’s right-of-way; and

WHEREAS, the Town and Loveland have created this Intergovernmental Agreement and Grant of Easement Rights for Public Recreational Trail (“IGA”) setting forth the terms governing the construction and maintenance of the Trail Segment within Loveland’s right-of-way and granting an easement for such purposes; and

WHEREAS, pursuant to Colorado Revised Statutes (“C.R.S.”) § 29-1-203, governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized, only if authorized by each party with the approval of its legislative body or other authority having the power to so approve.

WHEREAS, the Town Board desires to approve the IGA between the Town and Loveland, attached and incorporated in its entirety as “Exhibit A”.

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

1. The attached Intergovernmental Agreement and Grant of Easement Rights for Public Recreational Trail is approved and adopted.

2. The Town Manager is authorized to execute the attached Intergovernmental Agreement and Grant of Easement Rights for Public Recreational Trail on behalf of the Town.
3. The Town Attorney is authorized to make such modifications to the form of the attached Intergovernmental Agreement and Grant of Easement Rights for Public Recreational Trail as may be necessary to carry out the intent of this Resolution.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 13<sup>th</sup> day of June, 2016.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

INTERGOVERNMENTAL AGREEMENT  
AND  
GRANT OF EASEMENT RIGHTS FOR PUBLIC RECREATIONAL TRAIL

THIS INTERGOVERNMENTAL AGREEMENT is dated June 13, 2016, and is between THE CITY OF LOVELAND, a Colorado home rule municipal corporation (“City”), and THE TOWN OF WINDSOR, a Colorado home rule municipal corporation (“Town”). The parties may collectively be referred to herein as “the Parties”.

RECITALS

1. The City is the owner of certain road right of way immediately adjacent to the east side of Larimer County Road 5 (“Fairgrounds Avenue”).
2. The Town has given development approval to a subdivision known as Highland Meadows Golf Course, Eighth Filing (“Highland Meadows Subdivision”), the public improvements for which are generally described in that certain Highland Meadows Golf Course Subdivision, Eighth Filing, Subdivision Development Agreement (“Development Agreement”) dated June 26, 2014.
3. The Development Agreement recognizes that a portion of the proposed recreational trail serving Highland Meadows Subdivision will be constructed and maintained along Fairgrounds Avenue in the City’s Fairgrounds Avenue right of way (“Trail Segment”).
4. The Development Agreement calls for the Town to negotiate with the City the terms under which the City will allow the Trail Segment to be constructed and maintained.
5. The parties intend that this Intergovernmental Agreement shall set forth the terms under which the Trail Segment will be permitted, constructed and maintained.
6. The statutes of the State of Colorado, specifically the Local Government Land Use Control Enabling Act, Colorado Revised Statutes, 29-20-101, *et seq.*, further authorizes the parties to enter into mutually binding and enforceable agreements regarding the matters set forth herein.

NOW, THEREFORE, the Parties agree as follows:

**I. GRANT OF EASEMENT RIGHTS**

- 1.1 Grant of Easement, incorporation of Exhibit A. The City hereby grants to the Town an easement (“Easement”) for the purpose of constructing, maintaining, replacing and relocating the Trail Segment. The Easement Area is and shall be defined as set forth in the attached Exhibit A, consisting of an engineering depiction of the “future 10’ sidewalk” for which the easement as granted by the City herein.

- 1.2 Term of Easement. The Easement granted herein shall be perpetual, subject to revocation and termination as set forth herein.
- 1.3 Revocation. The Easement may be revoked by the City by resolution formally adopted by the City Council, but only with prior notice to the Town not less than sixty (60) days prior to official action by the City Council.
- 1.4 Termination. Upon revocation by the City, the Town shall have no less than one (1) year to remove the Trail Segment from the entire Easement Area, and to restore the Easement Area to a condition substantially similar to its condition prior to construction of the Trail Segment. The Town shall bear all costs associated with removal and restoration as required in this sub-section, without reimbursement or contribution from the City.

## II. TRAIL SEGMENT CONSTRUCTION

- 2.1 Responsibility for Construction. The Parties anticipate that the Developer of Highland Meadows will assume responsibility for construction of the Trail Segment. The Town reserves the ability to itself undertake construction of the Trail Segment. The City shall have no right to determine the responsible party for construction of the Trail Segment, so long as the requirements of this Article are met. The City shall bear no expense associated with design or construction of the Trail Segment, except to the extent objections or comments are provided in accordance with Section 2.3 below.
- 2.2 Notice to City (pre-construction activity). Prior to any activity within the Easement Area pursuant to this Intergovernmental Agreement, including surveys, staking and other preliminary surface activity, the Town shall provide the City notice of such activity.
- 2.3 Notice to City (Improvement Plans). Prior to any Trail Segment construction activity, the Town will provide the City with the approved improvement plans for the Trail Segment, which improvement plans shall depict all aspects of Trail Segment design, elevations, materials, drainage, traffic control and location. Upon receipt of the improvement plans as required in this sub-section, the City shall have no more than thirty (30) days to object to or comment on the improvement plans. Upon the expiration of this thirty (30)-day period without objection or comment from the City, the City will be deemed to have approved the improvement plans for the Trail Segment. Any timely objections or comments delivered to the Town by the City shall be resolved to the Parties' satisfaction before construction activity may commence.
- 2.4 Construction Conformity to Plans. All Trail Segment construction shall conform to the approved improvement plans as submitted by the Town and as refined through resolution of the City's objections and comments. No material departure from the approved improvement plans shall occur unless and until the City and Town specifically agree to such departure or departures.
- 2.5 As-Built Survey. Upon completion of Trail Segment construction, the Town shall deliver to the City an as-built survey of the Trail Segment in a format specified by the City.

2.6 Payment of Claims. Notwithstanding the foregoing grant of easement rights, the easement rights granted by the City to the Town shall be expressly conditioned upon satisfaction of laborer and materials claims arising out of the Trail Segment construction. The easement rights granted herein shall not take effect until all claims for payment by laborers and materials suppliers are satisfied in full.

### **III. TRAIL SEGMENT MAINTENANCE**

3.1 Town Responsibility for Maintenance, Assignability. The ongoing maintenance of the Trail Segment shall be the responsibility of the Town, which responsibility may be assigned by the Town to the Metropolitan District which serves Highland Meadows. The City shall have no maintenance responsibility for the Trail Segment, unless the Parties otherwise agree in writing. Nothing herein shall preclude the Parties from entering into other agreements for allocation of maintenance responsibility in the vicinity of Fairgrounds Avenue.

3.2 Maintenance Level of Service. The Trail Segment shall be maintained to a level of service typical of public recreational trails in Larimer County, Colorado. The Town (or its assignee) shall see to it that public access to the Trail Segment is generally assured, except as may be necessary for public safety, traffic movement, routine maintenance and repairs.

3.3 City's Maintenance Privileges, Notice, Costs. Notwithstanding the foregoing allocation of maintenance responsibility to the Town, the City shall have the authority to undertake Trail Segment maintenance activity upon prior notice of required or requested maintenance not less than thirty (30) days to the Town. Should the Town not undertake the required or requested maintenance activity during the thirty (30)-day notice period, the City shall be entitled to compensation for the cost of such services at a rate consistent with the City's actual cost. Nothing herein shall preclude the Parties from reaching specific understandings with respect to maintenance issues on a case-by-case basis.

3.4 Maintenance Standard of Care. All maintenance activity within the Easement Area shall be undertaken in conformity with the standard of care customary for recreational trail maintenance, and with due care to assure the safety of Trail Segment users, vehicular traffic in the vicinity and maintenance personnel. Except for maintenance work performed by the City pursuant to Section 3.3, the Town shall be solely responsible for establishing policies for maintenance activity within the Easement Area.

### **IV. INDEMNIFICATION AND INSURANCE**

4.1 No Claims. Except as set forth herein, neither party shall be liable for the acts or omissions of the other arising out of this Intergovernmental Agreement. Neither party will make any claim or demand against the other for any injury, damage or loss arising out of the design, construction or maintenance of the Trail Segment.

4.2 Insurance. Each party shall continue to maintain liability insurance for governmental operations. The Town's liability insurance shall be deemed the primary source of recovery for any third-party claims associated with injury, damage or loss occurring within the Trail Segment. Neither party waives its rights under the Colorado Governmental Immunity Act with respect to any claims for injury, damage or loss arising out of this Intergovernmental Agreement.

## V. MISCELLANEOUS

- 5.1 Entire Agreement; Amendment. This Agreement is the entire and only agreement between the Parties regarding the subject matter set forth herein. There are no promises, terms, conditions, or other obligations other than those contained in this Agreement may be amended only in writing signed by the Parties.
- 5.2 Severability. Except as otherwise provided in this Agreement, if any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision of this Agreement and the rights of the Parties will be construed as if that part, term, or provision was never part of this Agreement.
- 5.3 Colorado Law. This Agreement is made and delivered with the State of Colorado and the laws of the State of Colorado will govern its interpretation, validity, and enforceability.
- 5.4 Jurisdiction of Courts. Personal jurisdiction and venue for any civil action commenced by any of the Parties to this Agreement for actions arising out of or relating to this Agreement will be the District Court of Larimer County, Colorado.
- 5.5 Representatives and Notice. Any notice or communication required or permitted under the terms of this Agreement will be in writing and may be given to the Parties or their respective legal counsel by (a) hand delivery; (b) deemed delivered three business days after being deposited in the United States mail, with adequate postage prepaid, and sent via registered or certified mail with return receipt requested; or (c) deemed delivered one business day after being deposited with an overnight courier service of national reputation have a delivery area of Northern Colorado, with the delivery charges prepaid. The representatives will be:

If to the City:                   City Manager  
  500 E. Third Street  
  Loveland, CO 80537

With a copy to:                 City Attorney  
  500 E. Third Street  
  Loveland, CO 80537

If to the Town:           Town Manager  
                                  Windsor Town Hall  
                                  301 Walnut Street  
                                  Windsor, CO 80550

With a copy to:           Town Attorney  
                                  Windsor Town Hall  
                                  301 Walnut Street  
                                  Windsor, CO 80550

- 5.6 Good Faith. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition or delay any approval, acceptance or extension of time required or requested pursuant to this Agreement.
- 5.7 Authorization. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary action, notices, meetings, and hearings pursuant to any law required to authorize their execution of this Agreement have been made.
- 5.8 Assignment. Neither this Agreement nor the City or Towns' rights, obligations or duties may be assigned or transferred in whole or in part by either Party without the prior written consent of the other Party.
- 5.9 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same agreement.
- 5.10 No Third Party Beneficiary. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, are strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included in this Agreement. It is the express intention of the Parties that no person and/or entity, other than the undersigned Parties, receiving services or benefits under this Agreement shall be deemed any more than an incidental beneficiary only.
- 5.11 Recordation of Agreement. The Town shall record a copy of this Agreement in the office of the Clerk and Recorder of Larimer County, Colorado.
- 5.12 Execution of Other Documents. The Parties agree to execute any additional documents and to take any additional actions necessary to carry out the terms of this Agreement.

DATED THIS \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF LOVELAND:**

**TOWN OF WINDSOR:**

By: *William D. Cahill*  
William D. Cahill, City Manager

By: \_\_\_\_\_  
Kelly Arnold, Town Manager

ATTEST:

*Lisa D. Andrews*  
Terry Andrews, City Clerk

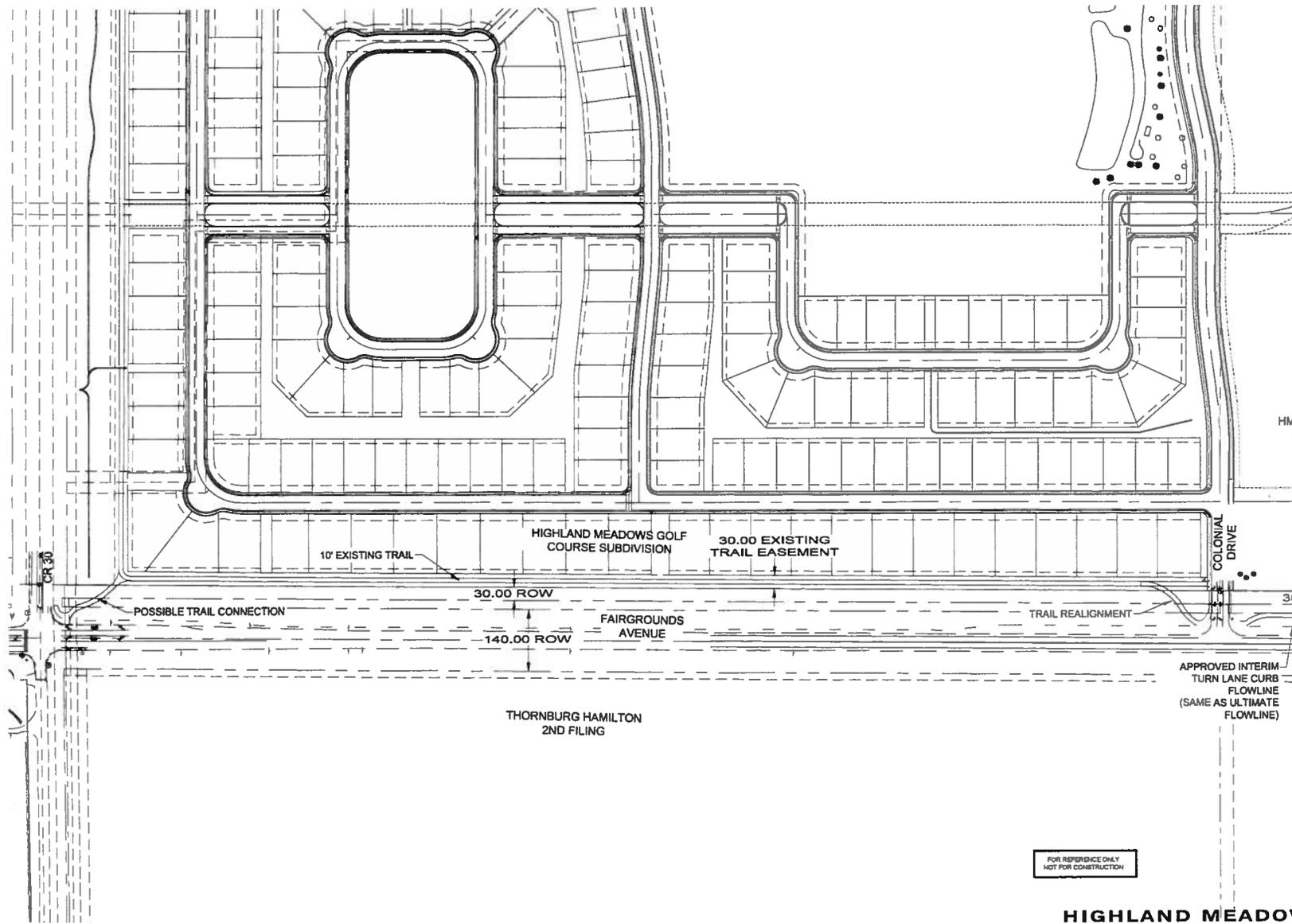
\_\_\_\_\_  
Patti Garcia, Town Clerk

[Seal]



[Seal]

APPROVED AS TO FORM  
BY: *Rauri*  
ASSISTANT CITY ATTORNEY

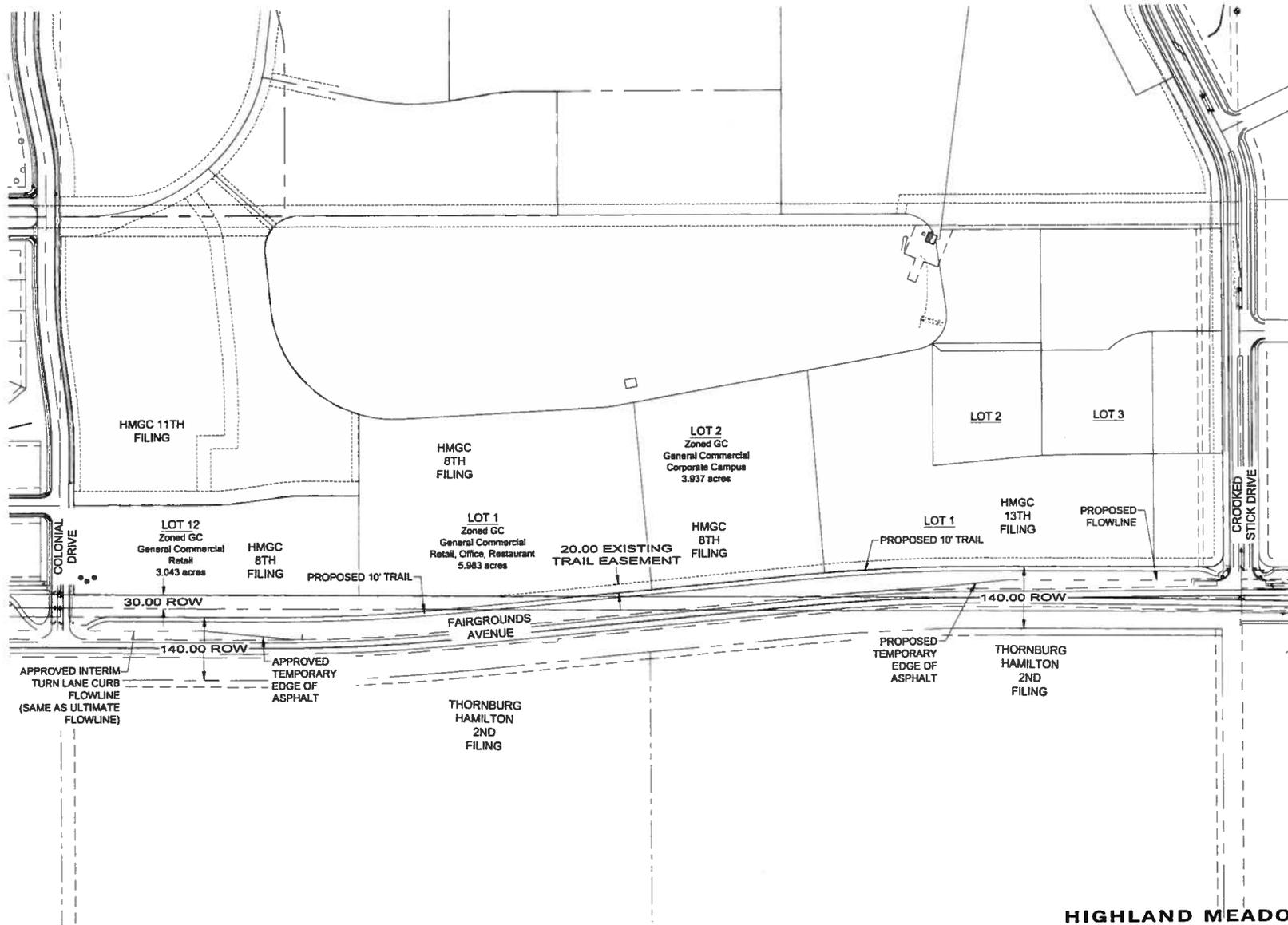


FOR REFERENCE ONLY  
NOT FOR CONSTRUCTION

**HIGHLAND MEADOWS GOLF COURSE  
SUBDIVISION, TRACT H  
WINDSOR, COLORADO**

**FAIRGROUNDS AVENUE SIDEWALK/TRAIL LOCATION EXHIBIT**

SHEET 1 OF 2



FOR REFERENCE ONLY  
NOT FOR CONSTRUCTION

**HIGHLAND MEADOWS GOLF COURSE  
SUBDIVISION, TRACT H  
WINDSOR, COLORADO**

**FAIRGROUNDS AVENUE SIDEWALK/TRAIL LOCATION EXHIBIT**

SHEET 2 OF 2

April 4, 2018





FAIRGROUNDS AVE

CASTAWAY DR

SPANISH BAY DR

ABERDOUR CIR

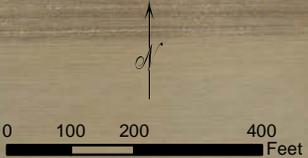
PARK MEADOWS DR

ROYAL COUNTRY DOWN DR

PUMPKIN RIDGE DR

HALF MOON BAY DR

COLONIAL DR



This map was created for illustrative purposes only. No warranties or representations are made by the Town of Windsor, Colorado, or its employees, whether intentional or not, are the sole responsibility of the user.  
Updated: 6/3/2016  
Updated by: mmenand  
Created: 6/3/2016  
Created by:  
File: W6598\_Fairgrounds\_Ave\_Map

# Report of Bills

May 2016



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

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

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 01 GENERAL FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
76695	VISION SERVICE PLAN	VISION BENEFITS MAY 2016	05/06/2016	2,210.59
76703	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATION	05/06/2016	15.00
76704	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	05/06/2016	276.92
76705	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	05/06/2016	296.57
76716	CITY OF GREELEY	2016 QTR 1 SOUTHGATE BUS PK IGA	05/06/2016	27,066.35
76730	STANDARD INSURANCE COMPANY	EMPLOYER PAID LONG/SHORT TERJ	05/06/2016	4,197.35
76743	MICHAEL D AGNEW	MOTOR VEHICLE SALES TAX REFUP	05/06/2016	161.97
76744	MARK R DURAND	MOTOR VEHICLE SALES TAX REFUP	05/06/2016	341.95
76745	MARILYN D HARVEY	MOTOR VEHICLE SALES TAX REFUP	05/06/2016	197.97
76746	DAVID B HENNINGER	MOTOR VEHICLE SALES TAX REFUP	05/06/2016	62.99
76747	LAURA M HOWELL	MOTOR VEHICLE SALES TAX REFUP	05/06/2016	385.57
76748	DANA JOHNSON	MOTOR VEHICLE SALES TAX REFUP	05/06/2016	242.98
76749	TIMOTHY R LARSON	MOTOR VEHICLE SALES TAX REFUP	05/06/2016	197.95
76750	DOUGLAS L MANN	MOTOR VEHICLE SALES TAX REFUP	05/06/2016	7.20
76751	ROBERT E. MAUCK IV	MOTOR VEHICLE SALES TAX REFUP	05/06/2016	86.39
76752	BRIAN MONTGOMERY	MOTOR VEHICLE SALES TAX REFUP	05/06/2016	414.49
76753	DEBRA A RAMSEY	MOTOR VEHICLE SALES TAX REFUP	05/06/2016	74.67
76754	ERICK T SACKETT	MOTOR VEHICLE SALES TAX REFUP	05/06/2016	9.00
76755	HOWARD G SKINNER	MOTOR VEHICLE SALES TAX REFUP	05/06/2016	269.96
76756	TOY HEKOWCZYK	MOTOR VEHICLE SALES TAX REFUP	05/06/2016	1,016.66
76771	WELD COUNTY DRUG TASK FORCE	COURT COLLECTIONS APRIL 2016	05/13/2016	1,105.00
76819	COLORADO DEPARTMENT OF REVISALES	TAX PAYABLE	05/13/2016	206.00
76848	LARIMER COUNTY SALES AND USE	TAX COLLECTIONS APRIL 2016	05/20/2016	19,912.58
76850	WINDSOR-SEVERANCE FIRE PROTE	BLDG PERMIT FEE REIMB	05/20/2016	1,601.95
76851	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATION	05/20/2016	15.00
76852	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	05/20/2016	296.57
76853	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	05/20/2016	276.92
76866	SAFEBUILT INC.	APRIL 2016 REIMB	05/20/2016	99,575.16
76896	OKLAHOMA CENTRALIZED SUPPOI	WAGE ASSIGNMENT	05/20/2016	156.85
76897	ALLEN THOMAS PETERS	MOTER VEHICLE SALES TAX REFUP	05/20/2016	27.00
76898	ANDREW J BIRD	MOTOR VEHICLE SALES TAX REFUP	05/20/2016	386.19
76933	VISION SERVICE PLAN	VISION JUNE 2016	05/27/2016	2,212.80
76935	AFLAC	MAY EMPLOYEE PAYROLL DEUCTI	05/27/2016	998.44
76979	STANDARD INSURANCE COMPANY	LONG/SHORT TERM DISABILITY	05/27/2016	3,985.30
76999	ALLEN PLUMBING & HEATING, INC	REIMB FOR DUPLICATE PERMIT	05/27/2016	56.25
Total for Department: 000 NO PROJECT CODE				168,344.54
Department: 410 TOWN CLERK/CUSTOMER SERVI				
76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	192.22
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	25.92
76720	MEGAN WALTER	CUST SVC CONF EXPENSES	05/06/2016	11.85
76782	OFFICE DEPOT	OFFICE SUPPLIES	05/13/2016	2.79
76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	18.38
76807	PATTI GARCIA	IIMC CONF OMAHA NE PER DIEM	05/13/2016	186.00
76824	DISCOVERY BENEFITS, INC	APRIL 2016 FSA	05/13/2016	14.70
76827	KRYSTAL EUCKER	IIMCCONF OMAHA NE PER DIEM	05/13/2016	186.00
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	84.31
76858	CENTURY LINK	PHONE SVC	05/20/2016	5.39
76864	SHRED-IT USA	SHREDDING-CUSTOMER SERVICE	05/20/2016	226.74
76875	CARD SERVICES	CLERK-CS CONF FEE	05/20/2016	317.18
76939	OFFICE DEPOT	OFFICE SUPPLIES	05/27/2016	22.58
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	25.92
76963	THE GREELEY TRIBUNE	JOIN THE BOARD	05/27/2016	135.00
76978	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	05/27/2016	10.91
Total for Department: 410 TOWN CLERK/CUSTOM				1,465.89

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 411 MAYOR & TOWN BOARD				
76776	VICTORY SALES, INC	ADVISORY BOARD JACKETS	05/13/2016	1,640.50
76835	HUMPHRIES POLI ARCHITECTS, P.C.	LIBRARY FEASIBILITY STUDY	05/13/2016	4,105.91
76841	LIL FLOWER SHOP	TREE DEDICATION BOWS	05/20/2016	23.97
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	3.32
76875	CARD SERVICES	BOARD-MTG MEAL	05/20/2016	957.93
77008	THE NOVAK CONSULTING GROUP, I	STRATEGIC PLAN CONSULT	05/27/2016	15,000.00
Total for Department: 411 MAYOR & TOWN BOAR				21,731.63
Department: 412 MUNICIPAL COURT				
76686	MICHAEL E MANNING	MUNICIPAL COURT JUDGE SVCS-AP	05/06/2016	1,410.00
76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	26.29
76858	CENTURY LINK	PHONE SVC	05/20/2016	2.59
Total for Department: 412 MUNICIPAL COURT				1,438.88
Department: 413 TOWN MANAGER				
76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	192.22
76712	JUSTIN BRUNNER	PRIDE TIER I WINNER APRIL 2016 PR	05/06/2016	25.00
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	9.72
76782	OFFICE DEPOT	OFFICE SUPPLIES	05/13/2016	31.01
76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	5.98
76824	DISCOVERY BENEFITS, INC	APRIL 2016 FSA	05/13/2016	4.90
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	58.64
76858	CENTURY LINK	PHONE SVC	05/20/2016	8.13
76875	CARD SERVICES	ADMIN-WEBINAR, CONF MEAL/LOD	05/20/2016	1,139.54
76939	OFFICE DEPOT	OFFICE SUPPLIES	05/27/2016	3.87
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	9.72
76978	STAPLES CONTRACT & COMMERCIAL	OFFICE SUPPLIES	05/27/2016	4.09
Total for Department: 413 TOWN MANAGER				1,492.82
Department: 415 FINANCE				
76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	192.22
76708	REVENUE RECOVERY GROUP, INC	SALES TAX AUDIT SVCS	05/06/2016	425.00
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	16.20
76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	165.21
76824	DISCOVERY BENEFITS, INC	APRIL 2016 FSA	05/13/2016	24.50
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	79.96
76849	OFFICE DEPOT	FIN-SAFE	05/20/2016	19.09
76858	CENTURY LINK	PHONE SVC	05/20/2016	15.73
76864	SHRED-IT USA	SHREDDING-FINANCE	05/20/2016	283.43
76939	OFFICE DEPOT	OFFICE SUPPLIES	05/27/2016	6.45
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	16.20
76978	STAPLES CONTRACT & COMMERCIAL	OFFICE SUPPLIES	05/27/2016	6.82
Total for Department: 415 FINANCE				1,250.81
Department: 416 HUMAN RESOURCES				
76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	192.22
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	9.72
76782	OFFICE DEPOT	OFFICE SUPPLIES	05/13/2016	26.86
76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	14.14
76824	DISCOVERY BENEFITS, INC	APRIL 2016 FSA	05/13/2016	4.90
76840	VERIZON WIRELESS SERVICES LLC	CELL PHONE SVC	05/20/2016	36.22
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	41.76
76858	CENTURY LINK	PHONE SVC	05/20/2016	8.32
76860	HIRERIGHT SOLUTIONS INC	APRIL BACKGROUND CHECKS	05/20/2016	3,024.55
76864	SHRED-IT USA	SHREDDING-HR	05/20/2016	56.69
76875	CARD SERVICES	HR-TRAINING	05/20/2016	3,526.37
76939	OFFICE DEPOT	OFFICE SUPPLIES	05/27/2016	137.50
76946	UNIVERSITY OF COLORADO HEALTH	PHYSICALS/IMMUNIZATIONS	05/27/2016	470.50
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	9.72
76978	STAPLES CONTRACT & COMMERCIAL	OFFICE SUPPLIES	05/27/2016	4.09
Total for Department: 416 HUMAN RESOURCES				7,563.56

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 418 LEGAL SERVICES				
76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	192.22
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	6.48
76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	0.87
76815	LIND AND OTTENHOFF, LLP	OIL & GAS COUNSEL	05/13/2016	265.00
76817	SPENCER FANE LLP	BLDG AUTHORITY LEGAL SVCS	05/13/2016	933.00
76824	DISCOVERY BENEFITS, INC	APRIL 2016 FSA	05/13/2016	9.80
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	48.69
76858	CENTURY LINK	PHONE SVC	05/20/2016	3.52
76879	LAWRENCE JONES CUSTER GRAS	LEGAL SERVICES	05/20/2016	3,928.91
76884	WEST PUBLISHING CORPORATION	WESTLAW SUBSCRIPTION	05/20/2016	720.35
76939	OFFICE DEPOT	OFFICE SUPPLIES	05/27/2016	2.58
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	6.48
76978	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	05/27/2016	2.73
Total for Department: 418 LEGAL SERVICES				6,120.63

Department: 419 PLANNING & ZONING				
76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	192.22
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	16.20
76770	WELD COUNTY CLERK AND RECO	FILING FEE	05/13/2016	26.00
76775	LARIMER COUNTY CLERK AND RE	FILING FEE	05/13/2016	26.00
76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	13.77
76803	THE GREELEY TRIBUNE	PHN South Hill 2nd	05/13/2016	21.00
76824	DISCOVERY BENEFITS, INC	APRIL 2016 FSA	05/13/2016	14.70
76838	JERRY BUSHELMAN	APA WORKSHOP GOLDEN, CO PER I	05/13/2016	18.00
76839	RON HARDING	APA WORKSHOP GOLDEN, CO PER I	05/13/2016	18.00
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	86.76
76858	CENTURY LINK	PHONE SVC	05/20/2016	19.42
76923	WELD COUNTY CLERK AND RECO	FILING FEE	05/23/2016	101.00
76929	WELD COUNTY CLERK AND RECO	RECORD THE RIDGE PLAT & DA	05/27/2016	327.00
76939	OFFICE DEPOT	OFFICE SUPPLIES	05/27/2016	6.45
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	16.20
76978	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	05/27/2016	6.82
76997	JERRY BUSHELMAN	MILEAGE REIMB APA WORKSHOP	05/27/2016	70.20
76998	RON HARDING	MILEAGE REIMB APA WORKSHOP	05/27/2016	70.20
Total for Department: 419 PLANNING & ZONING				1,049.94

Department: 420 ECONOMIC DEVELOPMENT				
76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	192.22
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	6.48
76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	1.81
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	29.60
76858	CENTURY LINK	PHONE SVC	05/20/2016	11.87
76873	KRISTIE MELENDEZ	PER DIEM CONF IN LAS VEGAS MA	05/20/2016	85.00
76875	CARD SERVICES	ECON-MTG LUNCH	05/20/2016	16.72
76880	STACY JOHNSON		05/20/2016	85.00
76939	OFFICE DEPOT	OFFICE SUPPLIES	05/27/2016	2.58
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	6.48
76978	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	05/27/2016	2.73
Total for Department: 420 ECONOMIC DEVELOPM				440.49

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 421 POLICE DEPARTMENT				
76688	XCEL ENERGY	UTILITIES-PD	05/06/2016	1,853.58
76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	729.90
76691	CENTURYLINK	INTERNET SVC	05/06/2016	300.52
76700	MAIL N COPY	CERTIFIED TOW LETTER/16-04059	05/06/2016	6.35
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	87.48
76761	CHEMATOX LABORATORY INC	BLOOD TEST/ALCOHOL/DRUG/16-02	05/13/2016	245.00
76782	OFFICE DEPOT	OFFICE SUPPLIES	05/13/2016	201.10
76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	88.52
76801	GARDEN VALLEY VET HOSPITAL	PET CARE/BOARDING/16-04765	05/13/2016	130.00
76818	CAROL PUTNAM	MILEAGE/EDISCOVERY/CORA CLAS	05/13/2016	79.27
76824	DISCOVERY BENEFITS, INC	APRIL 2016 FSA	05/13/2016	39.20
76840	VERIZON WIRELESS SERVICES LLC	CELL PHONE SVC	05/20/2016	1,437.72
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	7,507.23
76846	BUNTING DISPOSAL, INC.	TRASH SERVICE	05/20/2016	32.50
76858	CENTURY LINK	PHONE SVC	05/20/2016	43.82
76864	SHRED-IT USA	SHREDDING-POLICE DEPARTMENT	05/20/2016	226.74
76875	CARD SERVICES	PD-OFFICE SUPPLIES/STAMP	05/20/2016	554.37
76924	CHEMATOX LABORATORY INC	BLOOD ALCOHOL TEST/DRUG SCRE	05/27/2016	550.00
76955	NEVE'S UNIFORMS, INC.	BODY ARMOR/TRAUMA PLATES/QT	05/27/2016	1,574.00
76957	GARDEN VALLEY VET HOSPITAL	PET RECOVERY/BOARDING X 5/16-0	05/27/2016	130.00
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	87.48
76960	KINSCO, LLC	3-PK TSHIRTS/T OLSON	05/27/2016	29.99
76965	POUDRE VALLEY HEALTH SYSTEM	BLOOD DRAW/16-04028	05/27/2016	131.00
77009	ADAMS COUNTY SHERIFF	PPCT TRAINING	05/27/2016	341.50
Total for Department: 421 POLICE DEPARTMENT				16,407.27

Department: 428 RECYCLING

76762	WASTE MANAGEMENT OF COLORA	RECYCLE SITE PULLS	05/13/2016	939.33
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Total for Department: 428 RECYCLING 939.33

Department: 429 STREETS & ALLEYS

76684	VERIZON WIRELESS SERVICES LLC	PHONE SVC TOWN BILLBOARDS	05/06/2016	82.46
76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	69.27
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	16.20
76733	AGFINITY, INCORPORATED	WEED SPRAY	05/06/2016	1,116.50
76763	MANWEILER HARDWARE, INC	DRIVER SET, COUPLER, HARDWARE	05/13/2016	26.46
76766	XCEL ENERGY	UTILITIES-STREET LIGHTS	05/13/2016	24,218.19
76774	DIAMOND VOGEL PAINT	DDA-WHITE PAINT	05/13/2016	341.41
76790	KIMBALL MIDWEST	PENETRATION OIL	05/13/2016	101.88
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	1,445.59
76845	POUDRE VALLEY RURAL ELECTRIC	UTILITIES	05/20/2016	1,605.47
76875	CARD SERVICES	PW-AWWA TRAINING	05/20/2016	175.00
76891	QUICK STITCH EMBROIDERY, LLC	UNIFORMS	05/20/2016	224.88
76925	FORT COLLINS-LOVELAND WATER	WATER PURCHASED	05/27/2016	76.03
76934	POUDRE VALLEY RURAL ELECTRIC	UTILITIES	05/27/2016	4,335.05
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	16.20
76972	BOMGAARS	SAW, HAMMER DRILL, IMPACT WRE	05/27/2016	548.35
76988	FULLER LANDSCAPING, LLC	I-25 & 392 INTERCHANGE MOWING	05/27/2016	4,505.00

Total for Department: 429 STREETS & ALLEYS 38,903.94

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 430 PUBLIC WORKS DEPARTMENT				
76685	GENERAL AIR SERVICE AND SUPPL	WELDING SUPPLIES	05/06/2016	85.27
76688	XCEL ENERGY	UTILITIES-PW	05/06/2016	1,028.84
76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	69.27
76697	SCOTT'S ELECTRIC AND BUCKET TIR	ERPLACE LIGHT AT DE-ICER TENT	05/06/2016	571.20
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	3.24
76781	FARIS MACHINERY COMPANY	TRAINING ON OPERATING OF STREI	05/13/2016	750.00
76782	OFFICE DEPOT	OFFICE SUPPLIES	05/13/2016	6.46
76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	35.63
76802	AT AND T MOBILITY	PHONE SVC PW	05/13/2016	84.50
76824	DISCOVERY BENEFITS, INC	APRIL 2016 FSA	05/13/2016	9.80
76840	VERIZON WIRELESS SERVICES LLC	CELL PHONE SVC	05/20/2016	32.14
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	756.68
76846	BUNTING DISPOSAL, INC.	TRASH SERVICE	05/20/2016	48.75
76858	CENTURY LINK	PHONE SVC	05/20/2016	5.94
76875	CARD SERVICES	PW-NEW STAFF LUNCH	05/20/2016	27.25
76891	QUICK STITCH EMBROIDERY, LLC	UNIFORMS	05/20/2016	297.00
76928	CENTURYLINK	INTERNET SVCS	05/27/2016	59.50
76937	SCOTT'S ELECTRIC AND BUCKET TIR	REPAIR TRUCK PLUG PANEL	05/27/2016	497.92
76939	OFFICE DEPOT	COFFEE CUPS	05/27/2016	19.38
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	3.24
Total for Department: 430 PUBLIC WORKS DEPAR				4,392.01

Department: 431 ENGINEERING DEPARTMENT

76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	192.22
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	22.68
76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	16.32
76824	DISCOVERY BENEFITS, INC	APRIL 2016 FSA	05/13/2016	29.40
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	299.45
76858	CENTURY LINK	PHONE SVC	05/20/2016	19.40
76875	CARD SERVICES	ENG-NEW EMPLOYEE LUNCH	05/20/2016	42.38
76939	OFFICE DEPOT	OFFICE SUPPLIES	05/27/2016	9.02
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	22.68
76964	THE GREELEY TRIBUNE	LEGAL NOTICE	05/27/2016	96.00
76978	STAPLES CONTRACT & COMMERCIAL	OFFICE SUPPLIES	05/27/2016	9.55
Total for Department: 431 ENGINEERING DEPART				759.10

Department: 432 CEMETERY

76683	JORDAN'S TREE MOVING & MAINTI	MOVE SPRUCE TREES AT CEMETAR	05/06/2016	900.00
76688	XCEL ENERGY	UTILITIES-CEMETERY	05/06/2016	530.40
76706	K AND W PRINTING, INC	SIGNS FOR CEMETARY	05/06/2016	140.00
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	3.24
76763	MANWEILER HARDWARE, INC	BUCKET, WORK LIGHT, ORGANIZER	05/13/2016	470.77
76799	JOHN MARTINEZ	REIMBURSE FOR HOT/COLD WATER	05/13/2016	109.00
76811	GREELEY MONUMENT WORKS, INC	ENGRAVING	05/13/2016	160.00
76824	DISCOVERY BENEFITS, INC	APRIL 2016 FSA	05/13/2016	4.90
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	375.02
76846	BUNTING DISPOSAL, INC.	TRASH SERVICE	05/20/2016	16.25
76876	GREELEY MONUMENT WORKS, INC	ENGRAVING	05/20/2016	60.00
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	3.24
76972	BOMGAARS	SPRAYER	05/27/2016	129.98
Total for Department: 432 CEMETERY				2,902.80

Department: 433 COMMUNITY EVENTS

76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	75.00
76974	ROY OSBORN	SUMMER CONCERTS SOUND SVCS (	05/27/2016	4,250.00
77000	ENION PELTA	SUMMER CONCERT 6/16/16 PERFORI	05/27/2016	1,000.00
77001	ENION PELTA	SUMMER CONCERT 6/16/16 PERFORI	05/27/2016	1,000.00
77002	PAUL MALEY	SUMMER CONCERT 6/30/16 PERFORI	05/27/2016	800.00
77003	MICHAEL D. RICE	SUMMER CONCERT 6/23/16 PERFORI	05/27/2016	1,500.00
77004	HALDEN WOFFORD & THE HI-BEAM	SUMMER CONCERT 6/9/16 PERFORM	05/27/2016	2,500.00
77005	MOTIVE	SUMMER CONCERT 6/2/16 PERFORM	05/27/2016	2,000.00
Total for Department: 433 COMMUNITY EVENTS				13,125.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 450 FORESTRY				
76707	FINE TREE SERVICE, INC	BEETLE SPRAY	05/06/2016	350.00
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	6.48
76728	ARBOR VALLEY	REPLACE DEAD CRABAPPLE TREES	05/06/2016	3,200.00
76742	JOHN DEERE FINANCIAL	WOOD HANDLE, TROWEL, HOE	05/06/2016	111.95
76776	VICTORY SALES, INC	ARBOR DAY SHIRTS	05/13/2016	302.95
76796	DIGI PIX SIGNS	SIGNS FOR ARBOR DAY 5K	05/13/2016	30.00
76842	FORT COLLINS WHOLESALE NURSE	PLANTS FOR TREASURE ISLAND	05/20/2016	534.90
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	578.03
76856	GULLEY GREENHOUSE, INC.	FLOWERS FOR TOWN HALL	05/20/2016	170.58
76875	CARD SERVICES	PARKS-ARBOR DAY POSTER RECO	05/20/2016	489.90
76939	OFFICE DEPOT	COFFEE CUPS	05/27/2016	19.38
76940	WINDSOR HARDWARE, LLC	PLANT FERTILIZER	05/27/2016	38.18
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	6.48

Total for Department: 450 FORESTRY 5,838.83

Department: 451 RECREATION

76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	1,040.80
76698	LL JOHNSON DISTRIBUTING CO.	FIELD PAINT	05/06/2016	1,316.00
76700	MAIL N COPY	CONSTRUCTION SIGNS FOR FRONT	05/06/2016	21.89
76701	ENVIROPEST	PEST CONTROL DV CONCESSIONS	05/06/2016	180.00
76709	NORTH COLORADO MEDICAL CENT	CPR CLASS	05/06/2016	235.20
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	29.16
76718	BSN SPORTS INC	FIELD MAINTENANCE SUPPLIES	05/06/2016	1,378.90
76721	SAI NORTH TEAM SPORTS	FOOTBALLS	05/06/2016	564.00
76724	FORT COLLINS SOCCER CLUB	SPRING SOCCER DUES	05/06/2016	675.00
76731	APEX LEGAL SERVICE LLC	APRIL CREATE YOUR OWN WILL CL	05/06/2016	414.00
76734	KELLY D MOORE	CHEER ASSESSMENTS	05/06/2016	938.00
76735	ALSCO INC	LINENS FOR MOTHER/SON DATE NI	05/06/2016	50.23
76739	HUGO FLORES	MOTHER SON DATE NIGHT - DJ	05/06/2016	200.00
76763	MANWEILER HARDWARE, INC	FIELD MAINTENANCE SUPPLIES	05/13/2016	200.25
76768	GARRETSON'S SPORT CENTER	VOLLEYBALL NETS, SOFTBALLS	05/13/2016	842.00
76782	OFFICE DEPOT	OFFICE SUPPLIES	05/13/2016	324.36
76788	KALM ENTERPRISES, LLC ROO JUMI	MOTHER/SON DATE NIGHT BOUNCI	05/13/2016	95.00
76789	NATIONAL ALLIANCE FOR YOUTH	NYS CA COACH CERTIFICATIONS	05/13/2016	340.00
76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	45.04
76804	HIGHLAND PARK LANES	ADAPTIVE BOWLING - MARCH	05/13/2016	268.80
76805	COCA-COLA	CONCESSIONS SUPPLIES	05/13/2016	369.60
76810	CASH-WA DISTRIBUTING CO.	SENIOR PATIO PICNIC SUPPLIES	05/13/2016	860.10
76820	MARIE C DOTTS	TAI CHI CHIH MARCH/APRIL	05/13/2016	385.00
76824	DISCOVERY BENEFITS, INC	APRIL 2016 FSA	05/13/2016	14.70
76844	CIRSA	WORKMAN'S COMP CLAIM	05/20/2016	2,314.20
76858	CENTURY LINK	PHONE SVC	05/20/2016	37.89
76863	SENIOR JALEPENOS	CONCESSION SUPPLIES	05/20/2016	160.00
76864	SHRED-IT USA	SHREDDING-RECREATION	05/20/2016	85.03
76875	CARD SERVICES	CRC-DESK DRAWER	05/20/2016	3,421.38
76885	DANNI DANCE CORP	MAY DANCE CLASSES	05/20/2016	388.50
76892	UNITED SITE SERVICES OF COLORA	MOUNTAIN VIEW - APRIL PORTABL	05/20/2016	77.95
76939	OFFICE DEPOT	OFFICE SUPPLIES	05/27/2016	17.77
76942	HOME DEPOT	ADAPTIVE GARDEN BED SUPPLIES	05/27/2016	125.00
76949	KING SOOPERS	CONCESSIONS SUPPLIES	05/27/2016	147.45
76953	SENIOR JALEPENOS	CONCESSION SUPPLIES	05/27/2016	160.00
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	29.16
76963	THE GREELEY TRIBUNE	SUMMER BROCHURE	05/27/2016	2,417.90
76978	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	05/27/2016	69.58
76980	KELLY D MOORE	SUMMER CHEER TEAM	05/27/2016	4,340.00
76985	DENEICE J DYER	APRIL CLASSES	05/27/2016	569.80
76993	UNITED SITE SERVICES OF COLORA	PORTABLE TOILET SERVICE	05/27/2016	36.51
77007	PLAYER DEVELOPMENT PRODUCT	SNAG EQUIPMENT	05/27/2016	1,650.75

Total for Department: 451 RECREATION 26,836.90

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 452 AQUATICS/SWIMMING POOL				
76766	XCEL ENERGY	UTILITIES-POOL	05/13/2016	401.64
76784	C.E.M. SALES AND SERVICE	START UP CHEMICALS FOR CHIMNE	05/13/2016	3,723.01
76793	SPORT ABOUT	LIFEGUARD AND SWIM LESSON SUI	05/13/2016	1,716.50
76814	DEPARTMENT OF LABOR AND EMP	SLIDE INSPECTION - CHIMNEY PARI	05/13/2016	630.00
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	658.75
76875	CARD SERVICES	CRC-POOL TOYS	05/20/2016	840.55
76902	AMERICAN RED CROSS	LIFEGUARD TRAINING CLASS ADD-I	05/20/2016	35.00
76928	CENTURYLINK	INTERNET SVCS	05/27/2016	126.02
76949	KING SOOPERS	CARA SWIM PARTY SUPPLIES	05/27/2016	17.97

Total for Department: 452 AQUATICS/SWIMMING 8,149.44

Department: 454 PARKS

76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	69.27
76691	CENTURYLINK	INTERNET SVC	05/06/2016	36.45
76696	GLH CONSTRUCTION, INC.	RIVERWEST TRAIL MAINTENANCE	05/06/2016	1,589.50
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	19.44
76719	DEAN CONTRACTING, INC.	FENCE REPAIR @ WINDSOR WEST	05/06/2016	620.00
76727	GREEN LAWN SOD CO, INC	RETURN OF UNUSED BLUEGRASS	05/06/2016	501.10
76732	HELENA CHEMICAL COMPANY	HERBICIDE	05/06/2016	14,519.00
76742	JOHN DEERE FINANCIAL	ROPE, EYE BOLTS, NUTS & BOLTS, C	05/06/2016	291.02
76758	GAMETIME, INC.	PLAYGROUND EQUIPMENT	05/06/2016	2,659.33
76763	MANWEILER HARDWARE, INC	PARKS MONTHLY CHARGES	05/13/2016	170.59
76766	XCEL ENERGY	UTILITIES-PARKS	05/13/2016	4,889.39
76778	SCOTT'S ELECTRIC AND BUCKET TIRE	REPLACE MOTION DETECTOR AT CI	05/13/2016	259.06
76783	WINDSOR-SEVERANCE FIRE PROT	TOWN'S PORTION OF MUSEUM UTIL	05/13/2016	32.50
76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	17.57
76824	DISCOVERY BENEFITS, INC	APRIL 2016 FSA	05/13/2016	14.70
76828	ERIC LUCAS	REIMBURSE FOR AIRFARE TO CONF	05/13/2016	148.50
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	1,931.89
76845	POUDRE VALLEY RURAL ELECTRIC	UTILITIES	05/20/2016	36.60
76846	BUNTING DISPOSAL, INC.	TRASH SERVICE	05/20/2016	630.50
76854	K AND W PRINTING, INC	SIGNS	05/20/2016	330.00
76858	CENTURY LINK	PHONE SVC	05/20/2016	7.85
76867	ASSOCIATED LANDSCAPE CONT OI	MEMBERSHIP RENEWAL	05/20/2016	215.00
76875	CARD SERVICES	PARKS-SIGNS	05/20/2016	1,204.33
76877	GREEN LAWN SOD CO, INC	BLUEGRASS	05/20/2016	42.40
76882	L AND M ENTERPRISES INC	MONTHLY LANDSCAPE MAINTENAI	05/20/2016	4,684.17
76886	ADVANCED MECHANICAL SERVI	REPAIR OF FILTERS AT CHIMNEY P/	05/20/2016	2,779.00
76901	FOSSIL INDUSTRIES, INC.	SIGN FOR COYOTE PARK	05/20/2016	715.00
76925	FORT COLLINS-LOVELAND WATER	PURCHASED	05/27/2016	212.94
76926	MIRACLE RECREATION EQUIPMEN	PLAYGROUND EQUIPMENT	05/27/2016	34.39
76927	GRAINGER, INC.	SAFETY CAN	05/27/2016	514.34
76931	HOTSY EQUIPMENT OF N. COLORA	HOTSY RENTAL	05/27/2016	325.00
76936	ARAPAHOE RENTAL	AERATOR RENTAL	05/27/2016	230.13
76939	OFFICE DEPOT	COFFEE CUPS	05/27/2016	19.38
76940	WINDSOR HARDWARE, LLC	PARKS SUPPLIES	05/27/2016	597.16
76942	HOME DEPOT	RAKE	05/27/2016	77.91
76947	DBC IRRIGATION SUPPLY	HAND SAW	05/27/2016	212.28
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	19.44
76961	QUALITY WELL AND PUMP	PUMP/VALVE REPAIR - COV	05/27/2016	494.25
76962	CONSORT DISPLAY GROUP	SUMMER BANNERS FOR DOWNTOW	05/27/2016	546.31
76967	DEAN CONTRACTING, INC.	WHITE POST CAPS FOR DOWNTOW	05/27/2016	78.00
76981	WORKSPACE INNOVATIONS LTD	REMODEL PARKS OFFICE	05/27/2016	413.60
76982	DEAN A PENDLETON	TORQUE WRENCH	05/27/2016	42.75
76995	HELTON & WILLIAMSEN, P.C.	WELL METER VERIFICATION TESTI	05/27/2016	595.90

Total for Department: 454 PARKS 42,827.94

Department: 455 SAFETY/LOSS CONTROL

76977	FASTENAL COMPANY	VENDING MACHINE STOCK	05/27/2016	163.93
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Total for Department: 455 SAFETY/LOSS CONTROL 163.93

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 456 ART & HERITAGE				
76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	75.00
76691	CENTURYLINK	INTERNET SVC	05/06/2016	51.18
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	12.96
76763	MANWEILER HARDWARE, INC	CORDS, ZIP TIES	05/13/2016	22.27
76766	XCEL ENERGY	UTILITIES-MUSEUM	05/13/2016	485.14
76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	3.92
76824	DISCOVERY BENEFITS, INC	APRIL 2016 FSA	05/13/2016	4.90
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	29.43
76858	CENTURY LINK	PHONE SVC	05/20/2016	6.06
76861	DIGI PIX SIGNS	YARD SIGNS	05/20/2016	129.00
76875	CARD SERVICES	AHC-SIGN HOLDERS	05/20/2016	217.45
76928	CENTURYLINK	INTERNET SVCS	05/27/2016	185.26
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	12.96
76984	PATRICK KIPPER	REPAIR TO PUBLIC ART STATUE	05/27/2016	750.00
Total for Department: 456 ART & HERITAGE				1,985.53
Department: 457 TOWN HALL				
76691	CENTURYLINK	INTERNET SVC	05/06/2016	131.26
76769	CENTURYLINK	INTERNET SVC-TH	05/13/2016	630.09
76843	XCEL ENERGY	UTILITIES-TH	05/20/2016	2,152.35
76846	BUNTING DISPOSAL, INC.	TRASH SERVICE	05/20/2016	21.50
76858	CENTURY LINK	PHONE SVC	05/20/2016	32.93
76928	CENTURYLINK	INTERNET SVCS	05/27/2016	64.39
Total for Department: 457 TOWN HALL				3,032.52
Total for Fund:01 GENERAL FUND				377,163.73
Fund: 02 PARK IMPROVEMENT FUND				
Department: 454 PARKS				
76990	MILL BROTHERS LANDSCAPE & NU	COYOTE GULCH PARK FINAL WORK	05/27/2016	1,255.50
Total for Department: 454 PARKS				1,255.50
Total for Fund:02 PARK IMPROVEMENT FUND				1,255.50
Fund: 03 CONSERVATION TRUST FUND				
Department: 454 PARKS				
76868	INTERWEST CONSULTING GROUP	IHWY 392 CONCEPT DESIGN #1	05/20/2016	1,375.00
76994	ERO RESOURCES CORPORATION	FRANK STATE WILDLIFE MANAGEM	05/27/2016	800.00
Total for Department: 454 PARKS				2,175.00
Total for Fund:03 CONSERVATION TRUST FUND				2,175.00
Fund: 04 CAPITAL IMPROVEMENT FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
76743	MICHAEL D AGNEW	MOTOR VEHICLE SALES TAX REFUN	05/06/2016	107.98
76744	MARK R DURAND	MOTOR VEHICLE SALES TAX REFUN	05/06/2016	227.96
76745	MARILYN D HARVEY	MOTOR VEHICLE SALES TAX REFUN	05/06/2016	131.98
76746	DAVID B HENNINGER	MOTOR VEHICLE SALES TAX REFUN	05/06/2016	41.99
76747	LAURA M HOWELL	MOTOR VEHICLE SALES TAX REFUN	05/06/2016	257.05
76748	DANA JOHNSON	MOTOR VEHICLE SALES TAX REFUN	05/06/2016	161.99
76749	TIMOTHY R LARSON	MOTOR VEHICLE SALES TAX REFUN	05/06/2016	131.97
76750	DOUGLAS L MANN	MOTOR VEHICLE SALES TAX REFUN	05/06/2016	4.80
76751	ROBERT E. MAUCK IV	MOTOR VEHICLE SALES TAX REFUN	05/06/2016	57.59
76752	BRIAN MONTGOMERY	MOTOR VEHICLE SALES TAX REFUN	05/06/2016	276.33
76753	DEBRA A RAMSEY	MOTOR VEHICLE SALES TAX REFUN	05/06/2016	49.78
76754	ERICK T SACKETT	MOTOR VEHICLE SALES TAX REFUN	05/06/2016	6.00
76755	HOWARD G SKINNER	MOTOR VEHICLE SALES TAX REFUN	05/06/2016	179.97
76756	TOY HEKOWCZYK	MOTOR VEHICLE SALES TAX REFUN	05/06/2016	677.78
76897	ALLEN THOMAS PETERS	MOTER VEHICLE SALES TAX REFUN	05/20/2016	18.00
76898	ANDREW J BIRD	MOTOR VEHICLE SALES TAX REFUN	05/20/2016	257.46
Total for Department: 000 NO PROJECT CODE				2,588.63

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 411 MAYOR & TOWN BOARD				
76690	WELD COUNTY SCHOOL DIST RE-4	WELD RE-4 SCHOOL DIST TECHNOL	05/06/2016	147,081.95
Total for Department: 411 MAYOR & TOWN BOAR				147,081.95
Department: 429 STREETS & ALLEYS				
76738	MARTIN MARIETTA MATERIALS, IN	ROADWAY IMPROVEMENT PROJEC	05/06/2016	61,589.67
76772	CO DEPT OF PUBLIC HEALTH/ENV	EASTMAN PK/7TH ST RDABOUT DE	05/13/2016	125.00
76809	INTERWEST CONSULTING GROUP	EASTMAN/7TH ST ROUNDABOUT DI	05/13/2016	13,075.50
76822	TST, INC CONSULTING ENGINEERS	NEW LIBERTY RD DESIGN	05/13/2016	7,372.80
76837	COLORADO CIVIL GROUP, INC	CTY LINE DITCH EROSION DESIGN	05/13/2016	4,735.50
76899	VALMONT INDUSTRIES	TRAFFIC SIGNAL MAST MAIN/9TH S	05/20/2016	31,354.00
76944	FELSBURG HOLT AND ULLEVIG, IN	QUIET ZONE PLANNING/ADMIN	05/27/2016	660.24
76996	CTC, INC.	QUIET ZONE CONSTRUCTION	05/27/2016	181,412.51
Total for Department: 429 STREETS & ALLEYS				300,325.22
Department: 430 PUBLIC WORKS DEPARTMENT				
76806	DELICH ASSOCIATES	TRANSPORTATION IMPACT STUDY-	05/13/2016	4,954.00
76829	INFUSION ARCHITECTS	PUBLIC WORKS SHOP DESIGN	05/13/2016	70,052.25
76970	EARTH ENGINEERING CONSULTAN	PW FACILITY-GEOTECH REPORT	05/27/2016	8,950.00
76992	WILLIAM T. WELCH COMPANY, LLC	PW FACILITY PJCT MGMT	05/27/2016	8,050.00
Total for Department: 430 PUBLIC WORKS DEPAR				92,006.25
Department: 431 ENGINEERING DEPARTMENT				
76736	MY OFFICE ETC INC	CHAIRS FOR ENGINEERING	05/06/2016	479.98
Total for Department: 431 ENGINEERING DEPART				479.98
Department: 432 CEMETERY				
76894	SCHLOSSER SIGNS, INC	LAKEVIEW CEMETERY SIGN PROJEI	05/20/2016	49,885.89
Total for Department: 432 CEMETERY				49,885.89
Department: 454 PARKS				
76737	THE BIRDSALL GROUP	15TH STREET & WALNUT STREET PI	05/06/2016	2,318.00
76759	ONEFISH ENGINEERING, LLC	POUDRE RIVER IMPROVEMENT	05/06/2016	9,618.90
76875	CARD SERVICES	PARKS-TOWN OF WINDSOR PERMIT	05/20/2016	638.82
Total for Department: 454 PARKS				12,575.72
Department: 456 ART & HERITAGE				
77010	THE COLLABORATIVE, INC.	EATON HOUSE HISTORIC ASSESSME	05/27/2016	5,650.00
Total for Department: 456 ART & HERITAGE				5,650.00
Total for Fund:04 CAPITAL IMPROVEMENT FUND				610,593.64

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 05 COMMUNITY & REC CENTER FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
76743	MICHAEL D AGNEW	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	18.00
76744	MARK R DURAND	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	37.99
76745	MARILYN D HARVEY	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	22.00
76746	DAVID B HENNINGER	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	7.00
76747	LAURA M HOWELL	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	42.84
76748	DANA JOHNSON	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	26.99
76749	TIMOTHY R LARSON	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	21.99
76750	DOUGLAS L MANN	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	0.80
76751	ROBERT E. MAUCK IV	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	9.60
76752	BRIAN MONTGOMERY	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	46.05
76753	DEBRA A RAMSEY	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	8.30
76754	ERICK T SACKETT	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	1.00
76755	HOWARD G SKINNER	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	29.99
76756	TOY HEKOWCZYK	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	112.96
76897	ALLEN THOMAS PETERS	MOTOR VEHICLE SALES TAX REFUND	05/20/2016	3.00
76898	ANDREW J BIRD	MOTOR VEHICLE SALES TAX REFUND	05/20/2016	42.91
Total for Department: 000 NO PROJECT CODE				431.42
Department: 490 COMMUNITY RECREATION CENT				
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	22.68
76735	ALSCO INC	LINENS FOR WHS BOOSTER CLUB	05/06/2016	174.59
76766	XCEL ENERGY	UTILITIES-CRC	05/13/2016	5,689.24
76769	CENTURYLINK	INTERNET SVC-CRC	05/13/2016	630.09
76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	6.35
76824	DISCOVERY BENEFITS, INC	APRIL 2016 FSA	05/13/2016	9.80
76840	VERIZON WIRELESS SERVICES LLC	CELL PHONE SVC	05/20/2016	29.22
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	971.15
76846	BUNTING DISPOSAL, INC.	TRASH SERVICE	05/20/2016	113.75
76858	CENTURY LINK	PHONE SVC	05/20/2016	1.80
76875	CARD SERVICES	CRC-FLAGS	05/20/2016	970.57
76881	SECURITAS SECURITY SERVICES U	RENTAL SECURITY - WHS BOOSTER	05/20/2016	183.50
76928	CENTURYLINK	INTERNET SVCS	05/27/2016	497.27
76940	WINDSOR HARDWARE, LLC	HEATERS AND EXTENSION CORDS	05/27/2016	141.97
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	25.92
Total for Department: 490 COMMUNITY RECREAT				9,467.90
Total for Fund:05 COMMUNITY & REC CENTER F				9,899.32

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 06 WATER FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
76760	COYOTE RIDGE RESIDENTIAL, LLC	WATER METER RENTAL DEPOSIT RI	05/06/2016	2,100.00
76907	Safeway Accounting	Refund Check	05/20/2016	585.27
76908	Safeway Accounting	Refund Check	05/20/2016	1,624.82
76909	DR Horton	Refund Check	05/20/2016	25.20
76910	Herbies Homes, LLC	Refund Check	05/20/2016	30.53
76911	Malanca Landscape	Refund Check	05/20/2016	75.57
76914	Christine Knutson	Refund Check	05/20/2016	42.64
76915	Meritage Homes	Refund Check	05/20/2016	13.13
76916	Harbor Walk Patio Homes	Refund Check	05/20/2016	39.54
76917	P. Andrew & Heather Jones	Refund Check	05/20/2016	39.92
76918	Donna & Michael Clark	Refund Check	05/20/2016	59.70
76920	Precision REO	Refund Check	05/20/2016	1.85
76921	Bryan & Audra Casseday	Refund Check	05/20/2016	50.00
Total for Department: 000 NO PROJECT CODE				4,688.17
Department: 471 WATER				
76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	69.27
76694	UTILITY NOTIFICATION CENTER OF	LOCATE TRANSMISSIONS	05/06/2016	920.92
76696	GLH CONSTRUCTION, INC.	REPAIR 24" WATER LEAK	05/06/2016	1,951.26
76697	SCOTT'S ELECTRIC AND BUCKET T	SERVICE CALL-WATER TANK	05/06/2016	105.00
76700	MAIL N COPY	MAILING OUT WATER SAMPLES	05/06/2016	19.65
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	12.96
76720	MEGAN WALTER	CUST SVC CONF EXPENSES	05/06/2016	11.85
76763	MANWEILER HARDWARE, INC	STEEL WEDGES, KEYS, SPRAYER, B	05/13/2016	86.65
76764	NORTH WELD COUNTY WATER DIS	WATER PURCHASED	05/13/2016	61,530.01
76765	NORTHERN CO WATER CONSERVA	2016 ASSESSMENT	05/13/2016	1,148.80
76795	NATIONAL METER AND AUTOMATI	INSIDE SETTERS	05/13/2016	12,254.40
76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	150.44
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	448.54
76845	POUDRE VALLEY RURAL ELECTRIC	UTILITIES	05/20/2016	31.33
76858	CENTURY LINK	PHONE SVC	05/20/2016	0.96
76859	NATIONAL METER AND AUTOMATI	YOKES	05/20/2016	3,321.60
76875	CARD SERVICES	PW-AWWA TRAINING	05/20/2016	89.50
76891	QUICK STITCH EMBROIDERY, LLC	UNIFORMS	05/20/2016	95.90
76900	GUTERMANN, INC.	LEAK DETECTION EQUIPMENT	05/20/2016	24,538.00
76925	FORT COLLINS-LOVELAND WATER	WATER PURCHASED	05/27/2016	30,074.90
76930	CITY OF GREELEY WATER DEPART	WATER PURCHASED	05/27/2016	35,378.91
76934	POUDRE VALLEY RURAL ELECTRIC	UTILITIES	05/27/2016	31.98
76952	NATIONAL METER AND AUTOMATI	MARKING PAINT	05/27/2016	1,072.14
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	16.20
76959	DATAPRINT SERVICES, LLC	POSTAGE	05/27/2016	1,516.88
76973	JVA, INCORPORATED	WATER LINE REPLACEMENT DESIG	05/27/2016	2,625.00
Total for Department: 471 WATER				177,503.05
Department: 484 NON-POTABLE				
76682	WHITNEY IRRIGATION COMPANY	DITCH MANAGEMENT SERVICES - A	05/06/2016	2,085.00
76687	NORTH WELD COUNTY WATER DIS	WATER TRANSFER	05/06/2016	18.30
76766	XCEL ENERGY	UTILITIES-KERN	05/13/2016	59.94
76800	CLEAR WATER SOLUTIONS INC	GENERAL WATER KERN	05/13/2016	4,946.88
76833	WENCK ASSOCIATES, INC	KYGER RESV PUMP STN DESIGN	05/13/2016	44,550.80
76865	CLEAR WATER SOLUTIONS INC	WINDSOR NEW CACHE 15-200	05/20/2016	11,898.12
Total for Department: 484 NON-POTABLE				63,559.04
Total for Fund:06 WATER FUND				245,750.26

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 07 SEWER FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
76922	Homeceptional Properties LLC	Refund Check	05/20/2016	17.12
Total for Department: 000 NO PROJECT CODE				17.12
Department: 481 SEWER SYSTEM				
76691	CENTURYLINK	INTERNET SVC	05/06/2016	196.92
76697	SCOTT'S ELECTRIC AND BUCKET T	SERVICE CALL-LS# 5	05/06/2016	420.00
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	3.24
76720	MEGAN WALTER	CUST SVC CONF EXPENSES	05/06/2016	11.85
76766	XCEL ENERGY	UTILITIESWATER/SEWER	05/13/2016	515.07
76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	0.62
76840	VERIZON WIRELESS SERVICES LLC	CELL PHONE SVC	05/20/2016	240.25
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	348.24
76845	POUDRE VALLEY RURAL ELECTRIC	UTILITIES	05/20/2016	39.45
76847	DALE'S ENVIRONMENTAL SERVICE	VIDEO INSPECTION OF SEWER LINE	05/20/2016	450.00
76872	COLORADO STANDBY LLC	PM ON GENERATORS AT LIFT STATI	05/20/2016	3,160.00
76875	CARD SERVICES	CLERK-CS CONF FEE	05/20/2016	14.50
76928	CENTURYLINK	INTERNET SVCS	05/27/2016	49.27
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	3.24
76959	DATAPRINT SERVICES, LLC	POSTAGE	05/27/2016	1,516.90
Total for Department: 481 SEWER SYSTEM				6,969.55
Department: 482 DISPOSAL PLANT				
76691	CENTURYLINK	INTERNET SVC	05/06/2016	202.75
76697	SCOTT'S ELECTRIC AND BUCKET T	SERVICE CALL-HEAD WORKS	05/06/2016	105.00
76700	MAIL N COPY	MAILING OUT WATER SAMPLES	05/06/2016	31.94
76702	COLORADO ANALYTICAL LABORA	LAB TESTING	05/06/2016	421.00
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	6.48
76763	MANWEILER HARDWARE, INC	STORAGE BOXES, CAHIN SAW WED	05/13/2016	52.58
76767	NEWCO, INC.	FUSES	05/13/2016	105.18
76792	VERIS ENVIRONMENTAL, LLC	SLUDGE REMOVAL	05/13/2016	46,990.85
76832	INTEGRATED WATER SERVICES, IN	WWTP NUTRIENT UPGRADES	05/13/2016	149,048.55
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	383.15
76845	POUDRE VALLEY RURAL ELECTRIC	UTILITIES	05/20/2016	329.39
76846	BUNTING DISPOSAL, INC.	TRASH SERVICE	05/20/2016	34.84
76857	ACZ LABORATORIES, INC.	LAB TESTING	05/20/2016	210.00
76883	MY OFFICE ETC INC	INK CARTRIDGE	05/20/2016	30.09
76895	SULZER PUMPS SOLUTIONS, INC.	START UP SERVICE FOR NEW BLOW	05/20/2016	18,426.47
76928	CENTURYLINK	INTERNET SVCS	05/27/2016	61.38
76932	CO DEPT OF PUBLIC HEALTH/ENVII	ANNUAL BIOSOLIDS BILLING PERM	05/27/2016	1,067.85
76934	POUDRE VALLEY RURAL ELECTRIC	UTILITIES	05/27/2016	16,819.47
76937	SCOTT'S ELECTRIC AND BUCKET T	INSTALL CONDUIT FOR UV SYSTEM	05/27/2016	4,073.39
76940	WINDSOR HARDWARE, LLC	SCREWDRIVERS	05/27/2016	16.99
76943	COLORADO ANALYTICAL LABORA	LAB TEST	05/27/2016	239.00
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	6.48
Total for Department: 482 DISPOSAL PLANT				238,662.83
Total for Fund:07 SEWER FUND				245,649.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 08 STORM DRAIN FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
76903	Trent Daavettila	Refund Check	05/20/2016	51.51
76904	Trent Daavettila	Refund Check	05/20/2016	56.46
76905	Marilyn McCarthy	Refund Check	05/20/2016	77.56
76906	Robbie Thomas	Refund Check	05/20/2016	33.51
76912	Oak Valley Homes	Refund Check	05/20/2016	7.53
76913	David & Khara Noffsinger	Refund Check	05/20/2016	2.03
76919	Cottages at Highland Meadows LLC	Refund Check	05/20/2016	115.14
Total for Department: 000 NO PROJECT CODE				343.74
Department: 483 STORM DRAINAGE SYSTEM				
76720	MEGAN WALTER	CUST SVC CONF EXPENSES	05/06/2016	11.85
76763	MANWEILER HARDWARE, INC	SPRAYER, TAPE, NIPPLES & HARDW	05/13/2016	58.69
76777	GLH CONSTRUCTION, INC.	LAW BASIN W. TRIB CHANNEL	05/13/2016	211,879.94
76791	COLORADO MOSQUITO CONTROL	2016 MOSQUITO CONTROL SERVICE	05/13/2016	14,083.55
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	57.00
76875	CARD SERVICES	CLERK-CS CONF FEE	05/20/2016	14.50
76893	WALSH CONSTRUCTION, INC	JOHN LAW PDM CONSTRUCTION	05/20/2016	487,538.34
76959	DATAPRINT SERVICES, LLC	POSTAGE	05/27/2016	1,516.90
Total for Department: 483 STORM DRAINAGE SYS				715,160.77
Total for Fund:08 STORM DRAIN FUND				715,504.51
Fund: 10 FLEET MANAGEMENT FUND				
Department: 491 FLEET MANAGEMENT				
76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	69.27
76692	4 RIVERS EQUIPMENT	CUTTING BLADES	05/06/2016	464.86
76699	KENZ AND LESLIE DISTRIBUTING	ADDITIVES FOR FLEET	05/06/2016	330.10
76710	REX OIL COMPANY	HEADLAMP BULBS	05/06/2016	57.99
76713	SPRADLEY BARR FORD, INC - FT CC	2016 FORD UTILITY #18 REPLACE #8	05/06/2016	85,128.00
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	9.72
76723	SENTRY FIRE AND SAFETY	RECHARGE FIRE EXTINGUISHERS	05/06/2016	156.50
76733	AGFINITY, INCORPORATED	FUEL FOR FLEET	05/06/2016	8,585.95
76740	WINDSOR VALLEY CAR WASH	CAR WASH TOKENS	05/06/2016	140.00
76741	A-1 BASE, INC	STROBE LIGHT	05/06/2016	109.94
76763	MANWEILER HARDWARE, INC	FUEL PRIMER	05/13/2016	13.55
76773	LAWSON PRODUCTS, INC.	MISC. SHOP SUPPLIES	05/13/2016	250.79
76782	OFFICE DEPOT	OFFICE SUPPLIES	05/13/2016	57.67
76785	MAC EQUIPMENT INC.	STIHL BLOWER	05/13/2016	792.33
76813	FASTENAL COMPANY	BOLTS	05/13/2016	155.37
76821	MOTION AND FLOW CONTROL PRO	HOSES	05/13/2016	5.00
76823	COMPLETE WIRELESS TECHNOLOG	REPROGRAM RADIOS	05/13/2016	85.00
76824	DISCOVERY BENEFITS, INC	APRIL 2016 FSA	05/13/2016	4.90
76826	A-1 BASE, INC	FLASH TUBES	05/13/2016	261.27
76830	BOB'S CAR WASH	CAR WASH TOKENS	05/13/2016	79.80
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	468.41
76871	RHINNES SMALL ENGINES LLC	CABLE	05/20/2016	42.61
76875	CARD SERVICES	PW-TOOL BOX, CORD, ANNUAL FLE	05/20/2016	465.26
76890	A-1 BASE, INC	LIGHTS AND STROBES	05/20/2016	495.00
76938	FARIS MACHINERY COMPANY	BROOM KITS FOR UNIT 87	05/27/2016	1,440.00
76939	OFFICE DEPOT	COFFEE CUPS	05/27/2016	19.38
76940	WINDSOR HARDWARE, LLC	FASTENERS	05/27/2016	9.75
76941	WIRELESS ADVANCED COMMUNIC	CUP HOLDER AND BLANK PLATE	05/27/2016	51.00
76948	AAA AUTO PARTS NAPA WINDSOR	FILTERS & OIL	05/27/2016	1,899.74
76951	SPRADLEY BARR FORD, INC - FT CC	2016 FORD PD EXPLORER #03 REPL	05/27/2016	28,376.00
76956	WELD COUNTY GARAGE, INC	VALVE	05/27/2016	87.03
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	9.72
76969	KOIS BROTHER EQUIPMENT CO, IN	MANIFOLDS	05/27/2016	540.96
76972	BOMGAARS	UNIFORMS	05/27/2016	130.88
76989	A & M CUSTOM MACHINE, INC	BRACKETS	05/27/2016	200.00
76991	D & S SALES, INC	GALVINIZED CABLE	05/27/2016	131.17
Total for Department: 491 FLEET MANAGEMENT				131,124.92
Total for Fund:10 FLEET MANAGEMENT FUND				131,124.92

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 11 INFORMATION TECHNOLOGY FUND				
Department: 492 INFORMATION TECHNOLOGY				
76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	192.22
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	16.20
76725	NEWEGG BUSINESS, INC	POWER STRIPS	05/06/2016	723.23
76779	XEROX CORPORATION	MONTHLY COPIER LEASE PYMT	05/13/2016	3,112.81
76786	CDW GOVERNMENT	CREDIT FOR AUDIO AMP	05/13/2016	123.69
76787	DELL MARKETING L.P.	LAPTOP CAR DOCKS FOR PD	05/13/2016	1,762.88
76824	DISCOVERY BENEFITS, INC	APRIL 2016 FSA	05/13/2016	4.90
76836	MICHAEL MENAND	GISCO QTRLY MTG MILEAGE REIME	05/13/2016	143.64
76840	VERIZON WIRELESS SERVICES LLC	CELL PHONE SVC	05/20/2016	212.62
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	67.99
76855	COMCAST CABLE COMM. LLC	INTERNET-TH	05/20/2016	214.90
76875	CARD SERVICES	IT-SOFTWARE	05/20/2016	554.53
76878	LEWAN AND ASSOCIATES, INC	PROF SVCS	05/20/2016	9,262.50
76889	ACCELA, INC	UTILITY ONLINE BILLS MONTHLY F	05/20/2016	2,424.00
76939	OFFICE DEPOT	OFFICE SUPPLIES	05/27/2016	7.74
76940	WINDSOR HARDWARE, LLC	COMMAND STRIPS	05/27/2016	23.96
76945	CDW GOVERNMENT	PHONE HEADSETS FOR PD	05/27/2016	597.52
76954	TECHNICAL DIFFERENCE, INC.	PEOPLE TRACK ANNUAL MAINT	05/27/2016	2,413.71
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	16.20
76966	JACK HENRY AND ASSOCIATES, IN	REMIT PLUS ANNUAL MAINT	05/27/2016	3,708.00
76971	NEWEGG BUSINESS, INC	PRINTER FUSER	05/27/2016	816.43
76976	CARTEGRAPH SYSTEMS INC	OMS IMPLEMENTATION PYMT #1	05/27/2016	51,553.60
76978	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	05/27/2016	8.20
76986	QUILL CORPORATION	TONER	05/27/2016	1,671.80
77006	DOCSCORP, LLC	META DATA SCRUBBER	05/27/2016	39.00
Total for Department: 492 INFORMATION TECHNO				79,672.27
Total for Fund:11 INFORMATION TECHNOLOGY				79,672.27

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 17 FACILITY SERVICES				
Department: 496 CUSTODIAL SERVICE				
76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	192.22
76693	SUPPLYWORKS	MICROFIBER MOP	05/06/2016	876.67
76714	HILLYARD INC	TISSUE, ROLL TOWELS, HAND SOAP	05/06/2016	1,924.06
76715	OREILLY AUTO PARTS	PLASTIC POLISH FOR PD	05/06/2016	31.99
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	9.72
76722	FISH WINDOW CLEANING	WINDSOW CLEANING @ TOWN HAL	05/06/2016	2,795.00
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	1,053.91
76939	OFFICE DEPOT	OFFICE SUPPLIES	05/27/2016	10.28
76940	WINDSOR HARDWARE, LLC	HARDWARE	05/27/2016	30.85
76942	HOME DEPOT	UTILITY CARTS	05/27/2016	298.66
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	12.96
76978	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	05/27/2016	10.91
76983	TENNANT SALES AND SERVICE CO	SQUEEGEE, BLADE, WHEEL	05/27/2016	74.75
76987	VERITIV OPERATING COMPANY	CAN LINERS	05/27/2016	534.17

Total for Department: 496 CUSTODIAL SERVICE 7,856.15

Department: 497 FACILITY MAINTENANCE

76685	GENERAL AIR SERVICE AND SUPPLY	CYLINDER RENTAL	05/06/2016	14.21
76689	WELD COUNTY SCHOOL DIST RE-4	COPY PAPER	05/06/2016	192.20
76697	SCOTT'S ELECTRIC AND BUCKET	TIRELOCATE SWITCH -PLANNING DEF	05/06/2016	1,469.51
76701	ENVIROPEST	PEST CONTROL-REC CENTER	05/06/2016	343.00
76711	SCHINDLER ELEVATOR CORPORAT	SERVICE CONTRACT RENEWAL	05/06/2016	2,332.90
76717	MINES AND ASSOCIATES PC	EMPLOYEE SERVICES	05/06/2016	6.48
76729	STANLEY ACCESS TECHNOLOGIES, ADA	DOOR REPAIR	05/06/2016	1,368.92
76763	MANWEILER HARDWARE, INC	LED FLASH LIGHT	05/13/2016	26.99
76794	SCHINDLER ELEVATOR CORPORAT	SERVICE CALL-REPAIRS AT CRC	05/13/2016	334.73
76797	BAREFOOT FARMS INC.	SNOW REMOVAL @ TOWN HALL, CI	05/13/2016	526.00
76808	FRONT RANGE FIRE PROT. INC	ANNUAL INSPECTION-BACKFLOW T	05/13/2016	4,190.00
76812	GREELEY LOCK AND KEY	REPAIR LOCK ON SPRINKLER BOX	05/13/2016	123.50
76844	CIRSA	2015 PAYROLL AUDIT	05/20/2016	503.17
76869	EDWARDS REFRIGERATION	REPAIR ICE MACHINE AT -PW SHOP	05/20/2016	163.00
76870	OLD NATIONAL BANK	ENERGY EFFICENCY LEASE PURCH.	05/20/2016	3,455.41
76872	COLORADO STANDBY LLC	GENERATOR SERVE AT CRC	05/20/2016	1,075.00
76888	BITZERS' POOL SERVICES	POOL REPAIR	05/20/2016	732.00
76927	GRAINGER, INC.	THRESHOLD	05/27/2016	640.82
76928	CENTURYLINK	INTERNET SVCS	05/27/2016	50.19
76939	OFFICE DEPOT	OFFICE SUPPLIES	05/27/2016	2.58
76940	WINDSOR HARDWARE, LLC	HACK SAW, CEMENT, ADAPTER	05/27/2016	147.08
76942	HOME DEPOT	CEILING TILE	05/27/2016	57.81
76958	MINES AND ASSOCIATES PC	EMPLOYEE ASSISTANCE SVCS	05/27/2016	6.48
76968	EDWARDS REFRIGERATION	REPAIR ICE MACHINE AT-PW SHOP	05/27/2016	240.50
76977	FASTENAL COMPANY	BOLTS	05/27/2016	16.93
76978	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	05/27/2016	2.73

Total for Department: 497 FACILITY MAINTENAN 18,022.14

Total for Fund:17 FACILITY SERVICES 25,878.29

Fund: 19 DOWNTOWN DEVELOPMENT AUTHORI

Department: 486 DOWNTOWN DEVELOPMENT AU

76798	PITNEY BOWES	POSTAGE/LEASE	05/13/2016	12.09
76831	LILEY LAW OFFICES, LLC	DDA PROFESSIONAL SERVICES-LEG	05/13/2016	196.00
76834	AYRES ASSOCIATES, INC.	PROFESSIONAL SERVICES THROUGI	05/13/2016	4,904.06
76835	HUMPHRIES POLI ARCHITECTS, P.C	LIBRARY FEASIBILITY STUDY	05/13/2016	8,211.81
76862	SENROR JALEPENO'S	DDA CLEANUP BREAKFAST	05/20/2016	75.00
76873	KRISTIE MELENDEZ	DDA CLEANUP BEVERAGES	05/20/2016	9.59
76875	CARD SERVICES	DDA-MTHLY EMAIL SVC	05/20/2016	40.00
76887	KAILEE MELENDEZ	WEBSITE/FACEBOOK UPDATES, NEV	05/20/2016	125.00
76963	THE GREELEY TRIBUNE	DDA ONLINE	05/27/2016	410.00

Total for Department: 486 DOWNTOWN DEVELOP 13,983.55

Total for Fund:19 DOWNTOWN DEVELOPMENT A 13,983.55

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 21 COMMUNITY CENTER EXPANSION				
Department: 000 NO PROJECT CODE ASSIGNED				
76743	MICHAEL D AGNEW	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	67.55
76744	MARK R DURAND	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	142.60
76745	MARILYN D HARVEY	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	82.55
76746	DAVID B HENNINGER	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	26.27
76747	LAURA M HOWELL	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	160.79
76748	DANA JOHNSON	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	101.33
76749	TIMOTHY R LARSON	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	82.55
76750	DOUGLAS L MANN	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	3.00
76751	ROBERT E. MAUCK IV	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	36.02
76752	BRIAN MONTGOMERY	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	172.85
76753	DEBRA A RAMSEY	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	31.14
76754	ERICK T SACKETT	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	3.75
76755	HOWARD G SKINNER	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	112.58
76756	TOY HEKOWCZYK	MOTOR VEHICLE SALES TAX REFUND	05/06/2016	423.96
76897	ALLEN THOMAS PETERS	MOTOR VEHICLE SALES TAX REFUND	05/20/2016	11.25
76898	ANDREW J BIRD	MOTOR VEHICLE SALES TAX REFUND	05/20/2016	161.04
Total for Department: 000 NO PROJECT CODE				1,619.23
Department: 493				
76816	BARKER RINKER SEACAT ARCHITECTURE	CRC EXPANSION	05/13/2016	25,545.18
76825	PINKARD CONSTRUCTION COMPANY	CRC EXPANSION	05/13/2016	1,231,799.56
76875	CARD SERVICES	CRC-MONTHLY EMAIL SVC	05/20/2016	1,093.00
76950	H AND H DATA SERVICES, INC.	MATERIALS CRC EXPANSION	05/27/2016	875.20
76975	LEWAN AND ASSOCIATES, INC	CRC EXPANSION NETWORK	05/27/2016	755.00
Total for Department: 493				1,260,067.94
Total for Fund:21 COMMUNITY CENTER EXPANSION				1,261,687.17
Total				3,720,337.66
Payroll 2 Pay Periods				<u>408,894.99</u>
Grand Total				\$4,129,232.65



## MEMORANDUM

**Date:** June 13, 2016  
**To:** Mayor and Town Board  
**Via:** Regular meeting materials, June 13, 2016  
**From:** Ian D. McCargar, Town Attorney  
**Re:** Highpointe Vista Metropolitan Districts; request for service plan amendment  
**Item #:** C.2.

### **Background / Discussion:**

#### Summary

The Highpointe Metropolitan Districts Nos. 1 & 2 have asked that the Town Board consider an ordinance under which the Service Plan for the Districts are amended to allow an increase in the maximum debt limit currently in place, and a fifteen-year extension of debt maturity. The reason for the proposed debt increase is to allow refinancing of District obligations at lower interest rates and to take advantage of a significant discount in debt currently held by the developer.

#### Details

The current Service Plan establishes a maximum debt limit for the Districts at \$3.375M. The Service Plan also requires Town approval whenever the Districts extend the final maturity of bonded indebtedness. The proposed refinancing touches each of these requirements.

Refinancing will capture two basic categories of debt incurred in 2007, which will be referred to herein as the "2007 Obligations": bonds issued in 2007 in the amount of \$3.375M ("2007 Bonds"), and reimbursement obligations to the developer under a 2007 Reimbursement Agreement. As of March 31, 2016, the total owed on the 2007 Obligations is \$6,810,005.00. The current maturity date on the 2007 Bonds is 2032.

In addition to the 2007 Reimbursement Agreement to the developer, in 2009 District No. 1 entered into a second reimbursement agreement with the developer ("2009 Reimbursement Agreement"), the balance due on which as of March 31, 2016, is \$1,376,782. Both developer reimbursement agreements are subordinate to the 2007 Bonds.

The grand total of all District obligations relevant to this discussion is \$8,186,787.00. The refinancing transaction would drop the interest rate on the balance due on the 2007 Bonds from its current level of 7% to around 5%. In exchange for the issuance of 2016 debt in the total amount of approximately \$5,636,000 to refinance the 2007 Obligations,

the developer will “write off” the balance, representing a savings to the Districts of approximately \$2.3M.

In order to complete this transaction, the Districts are asking for Town approval of:

- An increase in the maximum debt limit from \$3.375M to \$6M (excluding costs of issuance, organizational costs, inflation, refundings and other similar costs); and
- Extension of the pay-off date from 2032 to 2047.

No District voter approval will be required for these transactions. In 2005, the District’s electors approved debt and repayment limits sufficient to cover the proposed refinancing.

The decision of whether to approve the Districts’ request is left entirely to the legislative discretion of the Town Board. The positive aspects of the request are fairly clear: a reduction in interest rates and a significant one-time reduction of the current total amount due. The downside is a 15-year extension of bonded indebtedness, which will be borne by the District’s property owners.

The Districts’ property owners were given notice of two separate Special Meetings of the Districts’ Board of Directors, one in late-January, 2016, and the other in late-April. In addition, the service plan amendment before you this evening was the subject of a separate newspaper notice published not less than 20 days before tonight’s meeting.

**Financial Impact:** None.

**Relationship to Strategic Plan:** Promote quality development

**Recommendation:** Approve Ordinance Approving an Amendment to the Consolidated Service Plan for Highpointe Vista Metropolitan Districts Nos. 1 & 2 and Approving an Extension of Debt Maturity. Simple majority required on First Reading; five affirmative votes required for Final Adoption

**Attachments:**

Ordinance No. 2016-1520 – An Ordinance Approving an Amendment to the Consolidated Service Plan for Highpointe Vista Metropolitan Districts Nos. 1 & 2 and Approving an Extension of Debt Maturity

May 10, 2016, letter from Alan Pogue to Ian McCargar and Kelly Arnold

First Amendment to Highpointe Vista Metropolitan Districts Nos. 1 & 2 Consolidated Service Plan, Town of Windsor, Colorado, submitted May 10, 2016

Metro District meeting agendas, January 28 and April 28, 2016



TOWN OF WINDSOR

ORDINANCE NO. 2016-1520

AN ORDINANCE APPROVING AN AMENDMENT TO THE CONSOLIDATED SERVICE PLAN FOR HIGHPOINTE VISTA METROPOLITAN DISTRICTS NOS. 1 & 2 AND APPROVING AN EXTENSION OF DEBT MATURITY

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

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

WHEREAS, pursuant to § 32-1-204.5, C.R.S., as amended, the Town Board approved the Consolidated Service Plan (the “Service Plan”) for Highpointe Vista Metropolitan Districts Nos. 1 & 2 (the “Districts”) on September 26, 2005; and

WHEREAS, the Districts currently have outstanding debt in the form of Series 2007 Limited Property Tax Supported Revenue Bonds (the “2007 Bonds”); and

WHEREAS, the Districts also have outstanding debt in the form of Series 2007 Reimbursement Obligations (the “2007 Reimbursement Agreement”) and 2009 Subordinate Reimbursement Agreement obligations (the “2009 Reimbursement Agreement”) both with Highpoint Vista, LLC (the “Developer”); and

WHEREAS, the 2007 Bonds and the 2007 Reimbursement Agreement are collectively referred to herein as the “2007 Debt”; and

WHEREAS, the Districts desire to issue bonds in 2016 in one or more series in an amount not to exceed \$6 million to refund a portion of the Districts’ existing debt obligations (the “2016 Bonds”); and

WHEREAS, the proceeds of the 2016 Bonds will be used to refund the 2007 Debt at a cost savings to the Districts and their taxpaying residents over time, which refunding requires extending the maturity of the 2007 Debt; and

WHEREAS, the Developer, as the holder of the 2007 Debt and 2009 Reimbursement Agreement, will extinguish approximately \$2.3 million of the Districts’ current debt obligations in return for the issuance of the 2016 Bonds to the public market; and

WHEREAS, Section V.A of the Service Plan provides that the maximum debt limit for the issuance of bonds is \$3.375 million; and

WHEREAS, Section V.A also provides that the Districts shall not undertake the refinancing of any outstanding bonds, which refinancing shall lengthen the final maturity of such bonds, without the prior written approval of the Town; and

WHEREAS, pursuant to the Special District Control Act, Part 2 of Article 1 of Title 32, C.R.S., on May 10, 2016, the Districts formally filed an amendment to the Service Plan (the “First Amendment”) with the Town Board; and

WHEREAS, on May 10, 2016, the Districts also filed a request with the Town Board to consider the question of whether the Districts may refund the 2007 Debt, which refunding will extend the maturity of the 2007 Debt, to take advantage of the current favorable market conditions, take advantage of the Developer’s offer to extinguish approximately \$2.3 million of the Districts’ debt obligations, and provide a cost savings to the Districts and their taxpayers (the “Refunding Request”); and

WHEREAS, the refunding of the 2007 Debt will result in a net present value savings as set forth in §§ 11-56-101, *et seq.*, C.R.S., due to lower interests rates and the extinguishing of approximately \$2.3 million of the Districts’ debt obligations; and

WHEREAS, at a special meeting held January 28, 2016, the Districts’ Board of Directors convened pursuant to required notice for the purpose of discussing the Refunding Request; and

WHEREAS, at a special meeting held April 28, 2016, the Districts’ Board of Directors convened pursuant to required notice for the purpose of discussing the Refunding Request and authorizing counsel to formally submit the Refunding Request to the Town; and

WHEREAS, pursuant to § 19-1-100(b) of the *Windsor Municipal Code*, the Districts caused notice of the proposed Ordinance to be mailed by first-class mail to the owners of record of all property within the Districts at least twenty days prior to the first reading of this Ordinance; and

WHEREAS, further pursuant to § 19-1-100(c) of the *Windsor Municipal Code*, a notice of the proposed Ordinance was also duly published in the *Loveland Reporter-Herald* not later than twenty days prior to the first reading of this Ordinance on June 13, 2016; and

WHEREAS, further pursuant to § 19-1-100(c) of the *Windsor Municipal Code*, the Districts provided the Town with a detailed report on the progress of the Districts and why the original Service Plan is no longer adequate to financially benefit the Districts and their residents and taxpayers; and

WHEREAS, pursuant to Title 32, Article 1, C.R.S., as amended; Article XV of the Town of Windsor Home Rule Charter (the “Town Charter”); and Chapter 19, Article 1 of the *Windsor Municipal Code* (the “Special District Ordinance”), the Town Board has full authority to approve by ordinance amendments to service plans for metropolitan districts within the Town; and

WHEREAS, the Town Board introduced and approved this Ordinance regarding the First Amendment (the “Ordinance”) on the first reading at the meeting of the Town Board held on June 13, 2016 at 7:00 p.m. and at the second reading at the meeting of the Town Board held on June 27, 2016 at 7:00 p.m.; and

WHEREAS, prior to taking final action on this Ordinance, the Town Board did on June 27, 2016 permit public comments on the Ordinance, and held a vote to adopt this Ordinance and take such other action as it deemed appropriate; and

WHEREAS, the Town Board has considered the First Amendment, the Refunding Request, and all other testimony and evidence presented at the first and second reading of this Ordinance, if any, and desires to approve the First Amendment and Refunding Request subject to the findings set forth herein.

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

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

**Section 2.** The Town Board hereby determines that all of the jurisdictional and other requirements of Title 32, Article 1, C.R.S., the Town Charter, and the Special District Ordinance have been fulfilled, including those relating to the filing and form of the First Amendment and that notice and/or posting of the public meetings on this Ordinance was given in the time and manner required by law and the Town Charter.

**Section 3.** The Town Board further determines that all pertinent facts, matters, and issues were submitted at the first and second reading of this Ordinance; that all interested parties were heard or had the opportunity to be heard; and that evidence satisfactory to the Town Board of each of the following was presented with regard to the First Amendment:

(a) there continues to be sufficient existing and projected need for organized service in the area being served by the Districts;

(b) the existing services provided in the area by entities other than the Districts are inadequate for the present and projected needs, which needs the Districts continue to meet;

(c) the Districts continue to be capable of providing economical and sufficient service to the area within their boundaries;

(d) the Districts have the financial ability to discharge the proposed indebtedness on a reasonable basis;

(e) adequate service is not otherwise available to the area through the county or other existing municipal or quasi-municipal corporations, including other existing special districts, within a reasonable time and on a comparable basis;

(f) the facility and service standards of the Districts continue to be compatible with the facility and service standards of the Town;

(g) the proposal is in substantial compliance with the comprehensive master plan (Highpointe Estates Development Plan) and the Addendum thereto designating the enhancements to the standard public infrastructure to be constructed by the Districts as approved by the Town;

(h) the proposal is in compliance with any duly adopted long-range water quality management for the area; and

(i) the ongoing existence of the Districts is in the best interests of the area being served.

**Section 4.** The Town Board hereby grants and approves by this Ordinance the First Amendment, upon the sole condition that the Developer extinguishes approximately \$2.3 million of the Districts' debt obligations. All other provisions of the Service Plan not amended by the First Amendment shall remain in full force and effect.

**Section 5.** The Town Board hereby approves by this Ordinance the Districts' Refunding Request to refund the 2007 Debt, including the extension, as part of the 2016 Bonds, of the maturity of the 2007 Debt necessary to accomplish the refunding.

**Section 6.** The officers of the Town are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

**Section 7.** This Ordinance shall take effect ten (10) days after publication following final adoption.

**Section 8.** The Town Clerk is hereby directed to provide the Board of Directors of the Districts a certified copy of this Ordinance.

Introduced, passed on first reading, and ordered published this 13<sup>th</sup> day of June, 2016.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

[Seal]

Introduced, passed on second reading, and ordered published this 27<sup>th</sup> day of June, 2016.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

[Seal]

**CERTIFICATION**

I hereby certify that the above Ordinance is a true and correct copy of the Ordinance on file in my office, and reflects official action taken by the Windsor Town Board as reflected herein.

ATTEST:

By: \_\_\_\_\_  
Patti Garcia, Town Clerk

[Seal]

**FIRST AMENDMENT TO  
HIGHPOINTE VISTA METROPOLITAN DISTRICTS NOS. 1 & 2  
CONSOLIDATED SERVICE PLAN  
TOWN OF WINDSOR, COLORADO**

**SUBMITTED:**

**May 10, 2016**

**APPROVED:**

\_\_\_\_\_, 2016

## **I. INTRODUCTION**

The Highpointe Vista Metropolitan Districts Nos. 1 & 2 Consolidated Service Plan was approved by the Town Board of the Town of Windsor, Colorado on September 26, 2005 (the “Service Plan”). The Highpointe Vista Metropolitan Districts Nos. 1 & 2 (“District No. 1,” “District No. 2,” or collectively the “Districts”) were organized by order of the District Court for Larimer County, Colorado, dated November 29, 2005, after approval of the eligible electors of the Districts at an organizational election held on November 1, 2005. The Districts were organized to finance, construct, operate, and maintain certain public improvements for the use and benefit of the Districts’ residents, property owners, and taxpayers. A map depicting the current boundaries of the Districts is attached hereto as **Attachment 1**.

As described below, recent events have provided an opportunity for the Districts to refinance their debt, decrease their debt obligations by approximately \$2.3 million, and realize significantly lower interest rates on those obligations than currently exist. Therefore, the Boards of Directors of the Districts have determined that the Service Plan requires this First Amendment to allow the Districts to restructure their long-term debt obligations in a manner that will allow the Districts to decrease their debt and realize a cost savings. This First Amendment to the Service Plan is intended to be read in conjunction with the Service Plan.

### **A. Status of Highpointe Vista Metropolitan Districts Nos. 1 & 2**

The Districts were formed in 2005 to serve the needs of a new residential community known as Highpointe Estates. In total, 375 residential lots are located within the boundaries of the Districts. As of March 2016, 234 homes have been constructed, 36 homes are currently under construction, and 105 lots remain vacant. As of May 2016, Highpoint Vista, LLC (the “Developer”) owned 8 of the 375 lots, 6 of which are under contract to sell between May and July 2016.

Since their formation, the Districts have incurred debt and applied the proceeds of such debt as described below:

Club house, pool house, and pool	\$ 2,335,841.12
Basketball court and in-line hockey rink	\$ 53,873.00
Bus kiosks, picnic shelters, and shade arbors	\$ 46,646.48
Playground	\$ 95,390.00
General landscaping, fencing, ponds, entry features, and medians	\$ 1,546,827.35
Storm sewer improvements	\$ 1,469,998.48
Formation and organization	\$ 308,007.53
<b>Total Public Improvement Costs</b>	<b>\$ 5,856,583.96</b>

## **B. Basis for First Amendment to Service Plan: District Finances**

In 2007, District No. 1 issued its Series 2007 Limited Property Tax Supported Revenue Bonds in the amount of \$3.375 million (the “2007 Bonds”), which bonds currently accrue interest at 7% annum. At that time, District No. 1 also entered into a Reimbursement Agreement with the Developer pursuant to which the District is obligated to reimburse the Developer for advances made to the District (the “2007 Reimbursement Agreement”). The 2007 Bonds and 2007 Reimbursement Agreement are collectively referred to herein as the “2007 Debt.” The total principal and accrued interest outstanding on the 2007 Debt was \$6,810,005 as of March 31, 2016. District No. 2 pledged certain revenues to the payment of the 2007 Debt pursuant to a Capital Pledge Agreement. In 2009, District No. 1 also entered into a Subordinate Reimbursement Agreement, pursuant to which the District agreed to reimburse the Developer for the cost of constructing additional Enhancements within the Districts’ boundaries (the “2009 Reimbursement Agreement”). The total principal and accrued interest outstanding on the 2009 Reimbursement Agreement was \$1,376,782 as of March 31, 2016, for a total outstanding debt obligation of \$8,186,787. An opportunity has since arisen whereby the Districts may refinance the 2007 Debt at lower interest rates and extinguish all other outstanding debt obligations. Via the refinancing transaction outlined below, the Developer is willing to extinguish approximately \$2.3 million of the Districts’ current debt obligations, consisting of approximately \$1 million of the total amount currently outstanding on the 2007 Debt and \$1.3 million due pursuant to the 2009 Reimbursement Agreement.

Pursuant to Section V.A of the Districts’ Consolidated Service Plan, the maximum debt limit for the issuance of the Districts’ bonds is \$3.375 million. Other financial obligations issued by the Districts to the Developer evidencing the Districts’ obligation to repay the Developer’s advances for construction costs, such as the 2007 and 2009 Reimbursement Agreements, do not count against the maximum debt limit. To accomplish the refinancing of the Districts’ debt and obtain the contemplated cost savings, the Districts will need to amend the Consolidated Service Plan to increase the Districts’ maximum debt limit to \$6.0 million.

To obtain the contemplated savings, District No. 2 plans to issue two series of bonds in 2016 (the “2016 Senior Bonds” and “2016 Subordinate Bonds”). District No. 2 plans to issue approximately \$4.46 million in 2016 Senior Bonds at a lower rate than the current 7% annum accruing on the 2007 Bonds. District No. 2 then plans to issue the 2016 Subordinate Bonds in the approximate amount of \$1.176 million to refund a portion of the amounts due pursuant to the 2007 Reimbursement Agreement. The Financing Plan for the 2016 Bonds is attached hereto as **Attachment 2**. Following the issuance of the 2016 Senior Bonds and the 2016 Subordinate Bonds, the Developer will write off the balance of the obligations still owed by the Districts on the 2007 Debt and 2009 Reimbursement Agreement.

To accomplish the refunding of the Districts’ existing debt obligations and take advantage of the Developer’s offer to extinguish approximately \$2.3 million of the outstanding debt, the Districts need the power and authority to sell both series of bonds to the public market, rather than issuing the debt to the Developer as was done in 2007. To issue more than \$3.375 million in bonds to the public, the Districts require an increased maximum debt limit. The Districts anticipate that the First Amendment to the Service Plan will provide the Districts an

opportunity to decrease their debt obligations by approximately \$2.3 million and to realize significantly lower interest rates on the bonds than currently exist. In November 2005, the Districts' voters approved a debt increase up to \$6,750,000 with a repayment cost of not more than \$36,450,000 to pay the Districts' debt, including bonds issued for the purpose of refunding, paying, or defeasing, in whole or in part bonds, notes, or other financial obligations of the Districts; therefore, further voter approval will not be required to issue the 2016 Bonds.

## **II. FIRST AMENDMENT TO SERVICE PLAN**

The first sentence of the **Service Plan, Section V.A is hereby amended and restated as follows:**

“The maximum debt limit for the issuance of bonds is \$6,000,000, exclusive of the costs of issuance, organizational costs, inflation, refundings and other similar costs.”

## **III. EFFECT OF FIRST AMENDMENT**

Except as otherwise set forth in this First Amendment, all other provisions of the Service Plan shall remain in full force and effect.

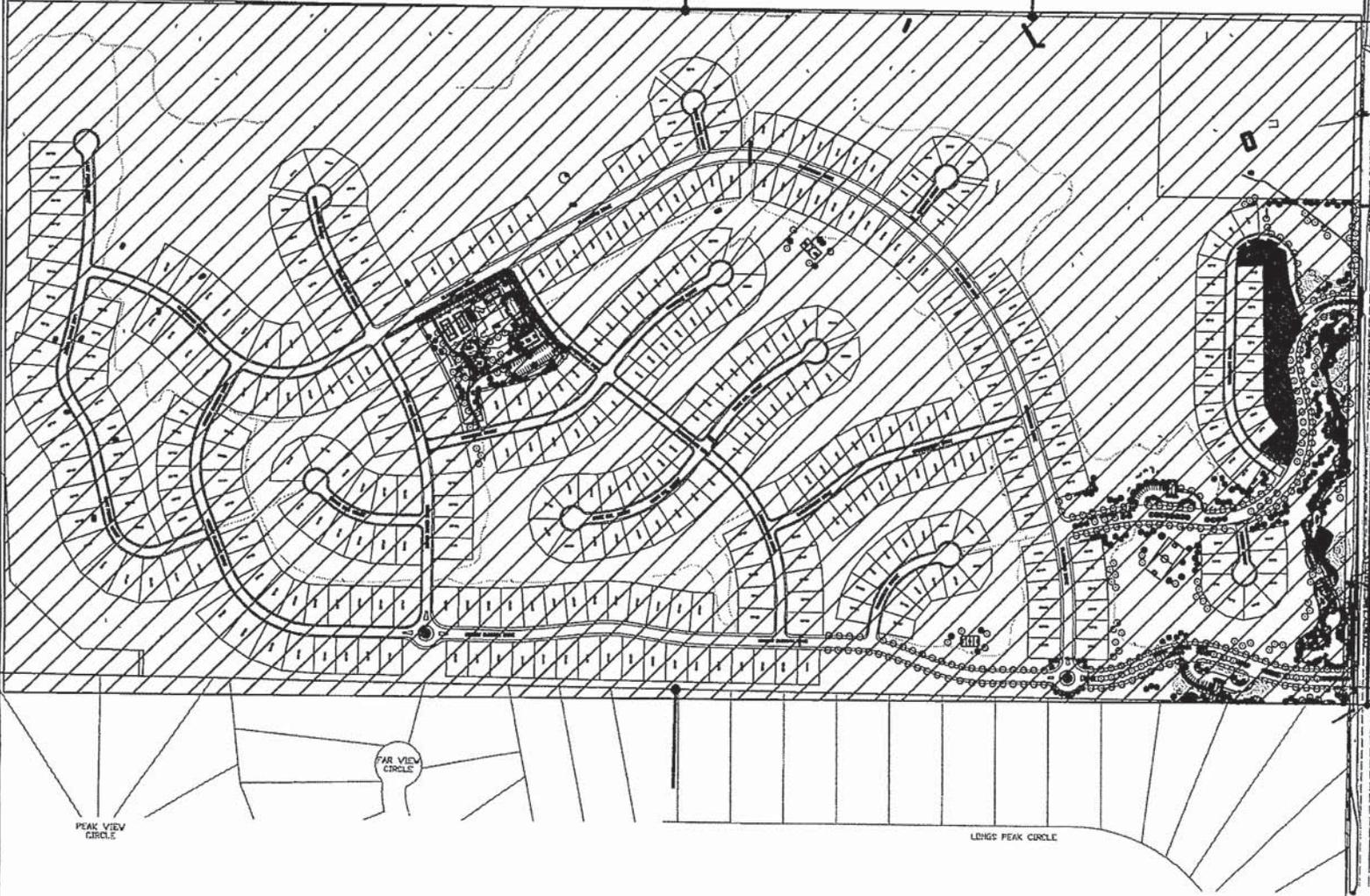
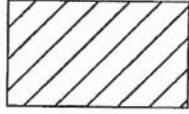
**ATTACHMENT 1**

**MAP OF THE DISTRICTS' BOUNDARIES**

District 1



District 2



WELD COUNTY ROAD 13

# Highpointe Estates

Districts



**ATTACHMENT 2**  
**2016 BONDS FINANCING PLAN**

**HIGHPOINTE VISTA METROPOLITAN DISTRICT#1 & #2**



Development Projection at 22.50 (target) District Mills for Debt Service

Series 2016, G.O. Bonds, Pay & Cancel Refunding of Series 2007, Non-Rated, 120x, 30-yr. Maturity; plus Series 2016B Cash-Flow Subs.

YEAR	<<<<<<< Residential >>>>>>>>				< Platted/Developed Lots >			Total Assessed Value	District D/S Mill Levy [22.50 Target] [22.50 Cap]	District D/S Mill Levy Collections @ 98%	District S.O. Taxes Collected @ 6%	Total Available Revenue
	Total Res'l Units	Mkt Value Biennial Reasses'mt @ 2.0%	Manual Adj. <sup>1</sup>	Cumulative Market Value	As'ed Value of Market (2-yr lag) @ 7.96%	Cumulative Market Value (2-yr lag)	As'ed Value of Market (2-yr lag) @ 29.00%					
2007	***			0		0						0
2008	***			0		0				\$0	\$0	0
2009	***			0		0				0	0	0
2010	***			0		0				0	0	0
2011	***		38,242,714	38,242,714		7,106,448				0	0	0
2012	***		20,700,754	58,943,467		7,323,517				0	0	0
2013	***		17,631,533	76,575,000	<b>3,044,120</b>	6,309,379	<b>2,060,870</b>	<b>5,104,990</b>	0.000	0	0	0
2014	224		30,853,568	107,428,568	<b>4,691,900</b>	9,518,500	<b>2,123,820</b>	<b>6,815,720</b>	0.000	0	0	0
2015	72			147,028,568	<b>6,095,370</b>	6,922,772	<b>1,829,720</b>	<b>7,925,090</b>	22.500	174,748	10,485	185,233
2016	71	2,940,571		189,902,139	<b>8,551,314</b>	1,085,595	<b>2,760,365</b>	<b>11,311,679</b>	22.500	249,423	14,965	264,388
2017	10			196,664,739	11,703,474	0	2,007,604	13,711,078	22.500	302,329	18,140	320,469
2018	0	3,933,295		200,598,034	15,116,210	0	314,822	15,431,033	22.500	340,254	20,415	360,670
2019	0			200,598,034	15,654,513	0	0	15,654,513	22.500	345,182	20,711	365,893
2020	0	4,011,961		204,609,995	15,967,604	0	0	15,967,604	22.500	352,086	21,125	373,211
2021	0			204,609,995	15,967,604	0	0	15,967,604	22.500	352,086	21,125	373,211
2022	0	4,092,200		208,702,195	16,286,956	0	0	16,286,956	22.500	359,127	21,548	380,675
2023	0			208,702,195	16,286,956	0	0	16,286,956	22.500	359,127	21,548	380,675
2024	0	4,174,044		212,876,238	16,612,695	0	0	16,612,695	22.500	366,310	21,979	388,289
2025	0			212,876,238	16,612,695	0	0	16,612,695	22.500	366,310	21,979	388,289
2026	0	4,257,525		217,133,763	16,944,949	0	0	16,944,949	22.500	373,636	22,418	396,054
2027	0			217,133,763	16,944,949	0	0	16,944,949	22.500	373,636	22,418	396,054
2028		4,342,675		221,476,438	17,283,848	0	0	17,283,848	22.500	381,109	22,867	403,975
2029				221,476,438	17,283,848	0	0	17,283,848	22.500	381,109	22,867	403,975
2030		4,429,529		225,905,967	17,629,525	0	0	17,629,525	22.500	388,731	23,324	412,055
2031				225,905,967	17,629,525	0	0	17,629,525	22.500	388,731	23,324	412,055
2032		4,518,119		230,424,087	17,982,115	0	0	17,982,115	22.500	396,506	23,790	420,296
2033				230,424,087	17,982,115	0	0	17,982,115	22.500	396,506	23,790	420,296
2034		4,608,482		235,032,568	18,341,757	0	0	18,341,757	22.500	404,436	24,266	428,702
2035				235,032,568	18,341,757	0	0	18,341,757	22.500	404,436	24,266	428,702
2036		4,700,651		239,733,220	18,708,592	0	0	18,708,592	22.500	412,524	24,751	437,276
2037				239,733,220	18,708,592	0	0	18,708,592	22.500	412,524	24,751	437,276
2038		4,794,664		244,527,884	19,082,764	0	0	19,082,764	22.500	420,775	25,246	446,021
2039				244,527,884	19,082,764	0	0	19,082,764	22.500	420,775	25,246	446,021
2040		4,890,558		249,418,442	19,464,420	0	0	19,464,420	22.500	429,190	25,751	454,942
2041				249,418,442	19,464,420	0	0	19,464,420	22.500	429,190	25,751	454,942
2042		4,988,369		254,406,811	19,853,708	0	0	19,853,708	22.500	437,774	26,266	464,041
2043				254,406,811	19,853,708	0	0	19,853,708	22.500	437,774	26,266	464,041
2044		5,088,136		259,494,947	20,250,782	0	0	20,250,782	22.500	446,530	26,792	473,322
2045				259,494,947	20,250,782	0	0	20,250,782	22.500	446,530	26,792	473,322
	377	65,770,779	107,428,568							11,749,405	704,964	12,454,369

[1] Adj. to actual/prelim. AV

**HIGHPOINTE VISTA METROPOLITAN DISTRICT#1 & #2**

Development Projection at 22.50 (target) District Mills for Debt Service

Series 2016, G.O. Bonds, Pay & Cancel Refunding of Series 2007, Non-Rated, 120x, 30-yr. Maturity; plus Series 2016B Cash-Flow Subs.

YEAR	Net Available for Debt Svc	Ser. 2007 \$3,375,000 Par [Net \$0.000 MM] Net Debt Service	Ser. 2016 \$4,460,000 Par [Net \$4.234 MM] Net Debt Service	Annual Surplus	Surplus Release @ 50% D/A to \$168,125	Cumulative Surplus to \$168,125 Target	Senior Debt/ Assessed Ratio	Cov. of Net DS: @ 22.50 Target	Cov. of Net DS: @ 22.50 Cap
2007	0	\$0		n/a					
2008	0	0		n/a		0	n/a	0.0%	0.0%
2009	0	0		n/a		0	n/a	0.0%	0.0%
2010	0	31,512		n/a		0	n/a	0.0%	0.0%
2011	0	0		n/a		0	n/a	0.0%	0.0%
2012	0	0		n/a		0	297%	0.0%	0.0%
2013	0	0		n/a		0	222%	0.0%	0.0%
2014	0	114,000		n/a		0	190%	0.0%	0.0%
2015	185,233	125,400		n/a		0	159%	147.7%	147.7%
2016	264,388	[Ref'd by Ser. '16]	\$181,233	83,155	0	83,155	140%	145.9%	145.9%
2017	320,469		266,000	54,469	0	137,624	123%	120.5%	120.5%
2018	360,670		268,750	91,920	61,418	168,125	120%	134.2%	134.2%
2019	365,893		271,250	94,643	94,643	168,125	116%	134.9%	134.9%
2020	373,211		273,500	99,711	99,711	168,125	114%	136.5%	136.5%
2021	373,211		275,500	97,711	97,711	168,125	110%	135.5%	135.5%
2022	380,675		277,250	103,425	103,425	168,125	108%	137.3%	137.3%
2023	380,675		278,750	101,925	101,925	168,125	103%	136.6%	136.6%
2024	388,289		285,000	103,289	103,289	168,125	101%	136.2%	136.2%
2025	388,289		280,750	107,539	107,539	168,125	96%	138.3%	138.3%
2026	396,054		286,500	109,554	109,554	168,125	93%	138.2%	138.2%
2027	396,054		286,750	109,304	109,304	168,125	88%	138.1%	138.1%
2028	403,975		291,750	112,225	112,225	168,125	84%	138.5%	138.5%
2029	403,975		291,250	112,725	112,725	168,125	79%	138.7%	138.7%
2030	412,055		300,500	111,555	111,555	168,125	74%	137.1%	137.1%
2031	412,055		299,000	113,055	113,055	168,125	69%	137.8%	137.8%
2032	420,296		302,250	118,046	118,046	168,125	64%	139.1%	139.1%
2033	420,296		305,000	115,296	115,296	168,125	57%	137.8%	137.8%
2034	428,702		307,250	121,452	121,452	168,125	52%	139.5%	139.5%
2035	428,702		309,000	119,702	119,702	168,125	45%	138.7%	138.7%
2036	437,276		315,250	122,026	122,026	168,125	39%	138.7%	138.7%
2037	437,276		315,750	121,526	121,526	168,125	31%	138.5%	138.5%
2038	446,021		320,750	125,271	125,271	168,125	24%	139.1%	139.1%
2039	446,021		320,000	126,021	126,021	168,125	9%	139.4%	139.4%
2040	454,942		323,750	131,192	131,192	168,125	7%	140.5%	140.5%
2041	454,942		326,750	128,192	128,192	168,125	6%	139.2%	139.2%
2042	464,041		329,000	135,041	135,041	168,125	5%	141.0%	141.0%
2043	464,041		330,500	133,541	133,541	168,125	3%	140.4%	140.4%
2044	473,322		336,250	137,072	137,072	168,125	2%	140.8%	140.8%
2045	473,322		336,000	137,322	305,447	0	0%	140.9%	140.9%
	12,454,369	270,912	8,891,233	3,377,902	3,377,902				

[GMar1516 16nr07G]

**HIGHPOINTE VISTA METROPOLITAN DISTRICT#1 & #2**

Development Projection at 22.50 (target) District Mills for Debt Service

Series 2016, G.O. Bonds, Pay & Cancel Refunding of Series 2007, Non-Rated, 120x, 30-yr. Maturity; plus Series 2016B Cash-Flow Subs.

Developer Cash-Flow Subs. > > >												
YEAR	Surplus Available for Sub Debt Service	Date Bonds Issued	Total Available for Sub Debt Service	Sub Bond Interest on Balance 7.00%	Less Payments Toward Sub Bond Interest	Accrued Interest + Int. on Bal. @ 7.00%	Less Payments Toward Accrued Interest	Balance of Accrued Interest	Sub Bonds Principal Issued	Less Payments Toward Bond Principal	Balance of Sub Bond Principal	Surplus Cash Flow to District
2007												
2008	\$0											
2009	0											\$0
2010	0											0
2011	0											0
2012	0											0
2013	0											0
2014	0											0
2015	0											0
2016	0	4/13/16	0	\$55,337	\$0	\$55,337	\$0	\$55,337	\$1,176,000	\$0	\$1,176,000	0
2017	0		0	82,320	0	86,194	0	141,531		0	1,176,000	0
2018	61,418		61,418	82,320	61,418	30,809	0	172,340		0	1,176,000	0
2019	94,643		94,643	82,320	82,320	12,064	12,323	172,081		0	1,176,000	0
2020	99,711		99,711	82,320	82,320	12,046	17,391	166,736		0	1,176,000	0
2021	97,711		97,711	82,320	82,320	11,672	15,391	163,016		0	1,176,000	0
2022	103,425		103,425	82,320	82,320	11,411	21,105	153,323		0	1,176,000	0
2023	101,925		101,925	82,320	82,320	10,733	19,605	144,450		0	1,176,000	0
2024	103,289		103,289	82,320	82,320	10,112	20,969	133,593		0	1,176,000	0
2025	107,539		107,539	82,320	82,320	9,352	25,219	117,726		0	1,176,000	0
2026	109,554		109,554	82,320	82,320	8,241	27,234	98,733		0	1,176,000	0
2027	109,304		109,304	82,320	82,320	6,911	26,984	78,660		0	1,176,000	0
2028	112,225		112,225	82,320	82,320	5,506	29,905	54,261		0	1,176,000	0
2029	112,725		112,725	82,320	82,320	3,798	30,405	27,653		0	1,176,000	0
2030	111,555		111,555	82,320	82,320	1,936	29,235	354		0	1,176,000	0
2031	113,055		113,055	82,320	82,320	25	379	0		30,000	1,146,000	356
2032	118,046		118,046	80,220	80,220	0	0	0		37,000	1,109,000	826
2033	115,296		115,296	77,630	77,630	0	0	0		37,000	1,072,000	666
2034	121,452		121,452	75,040	75,040	0	0	0		46,000	1,026,000	412
2035	119,702		119,702	71,820	71,820	0	0	0		47,000	979,000	882
2036	122,026		122,026	68,530	68,530	0	0	0		53,000	926,000	496
2037	121,526		121,526	64,820	64,820	0	0	0		56,000	870,000	706
2038	125,271		125,271	60,900	60,900	0	0	0		64,000	806,000	371
2039	126,021		126,021	56,420	56,420	0	0	0		69,000	737,000	601
2040	131,192		131,192	51,590	51,590	0	0	0		79,000	658,000	602
2041	128,192		128,192	46,060	46,060	0	0	0		82,000	576,000	132
2042	135,041		135,041	40,320	40,320	0	0	0		94,000	482,000	721
2043	133,541		133,541	33,740	33,740	0	0	0		99,000	383,000	801
2044	137,072		137,072	26,810	26,810	0	0	0		110,000	273,000	262
2045	305,447		305,447	19,110	19,110	0	0	0		273,000	0	13,337
	3,377,902		3,377,902	2,063,147	1,904,588	276,145	276,145		1,176,000	1,176,000		21,170

HIGHPOINTE VISTA METROPOLITAN DISTRICT#1 & #2

Operations Revenue and Expense Projection

YEAR	Total Assessed Value	Oper'n's Mill Levy	Ops Mill Levy Collections @ 98%	S.O. Taxes Collected @ 6%	Total Dev. Fees Collections	Total Pool Fees Collections Infl. @ 3%	Total Villa Maint. Fees Collections Infl. @ 3%	Additional Fees Required to Cover Ops	Total Available For O&M	Less District Operations @ of \$354,682 Infl. @ 1%	Annual Surplus	Cum. Surplus
2007												
2008	0											
2009	0											
2010	0											
2011	0											
2012	0											77,866
2013	5,104,990	35.000	175,101	10,506	92,000	92,690	16,599		386,896	382,831	n/a	76,920
2014	6,815,720	35.000	233,779	14,027	132,000	102,322	20,008		502,136	352,952	n/a	48,306
2015	7,925,090	12.500	97,082	5,825	131,000	95,481	21,600		350,988	370,750	n/a	7,483
2016	11,311,679	12.500	138,568	8,314	30,000	117,850	21,600	38,350	354,682	354,682	0	7,483
2017	13,711,078	12.500	167,961	10,078		121,386	22,248	36,557	358,229	358,229	0	7,483
2018	15,431,033	12.500	189,030	11,342		125,027	22,915	13,497	361,811	361,811	0	7,483
2019	15,654,513	12.500	191,768	11,506		128,778	23,603	9,775	365,429	365,429	0	7,483
2020	15,967,604	12.500	195,603	11,736		132,641	24,311	4,792	369,084	369,084	0	7,483
2021	15,967,604	12.500	195,603	11,736		136,620	25,040	3,774	372,774	372,774	0	7,483
2022	16,286,956	12.500	199,515	11,971		140,719	25,792	0	377,997	376,502	1,495	8,978
2023	16,286,956	12.500	199,515	11,971		144,941	26,565	0	382,992	380,267	2,725	11,703
2024	16,612,695	12.500	203,506	12,210		149,289	27,362	0	392,367	384,070	8,297	20,000
2025	16,612,695	12.500	203,506	12,210		153,768	28,183	0	397,666	387,910	9,756	29,756
2026	16,944,949	12.500	207,576	12,455		158,381	29,029	0	407,439	391,790	15,650	45,405
2027	16,944,949	12.500	207,576	12,455		163,132	29,899	0	413,062	395,707	17,354	62,759
2028	17,283,848	12.500	211,727	12,704		168,026	30,796	0	423,253	399,665	23,589	86,348
2029	17,283,848	12.500	211,727	12,704		173,067	31,720	0	429,218	403,661	25,557	111,905
2030	17,629,525	12.500	215,962	12,958		178,259	32,672	0	439,850	407,698	32,152	144,057
2031	17,629,525	12.500	215,962	12,958		183,606	33,652	0	446,178	411,775	34,403	178,460
2032	17,982,115	12.500	220,281	13,217		189,115	34,662	0	457,274	415,893	41,382	219,841
2033	17,982,115	12.500	220,281	13,217		194,788	35,702	0	463,987	420,051	43,936	263,777
2034	18,341,757	12.500	224,687	13,481		200,632	36,773	0	475,572	424,252	51,320	315,097
2035	18,341,757	12.500	224,687	13,481		206,651	37,876	0	482,694	428,494	54,200	369,297
2036	18,708,592	12.500	229,180	13,751		212,850	39,012	0	494,793	432,779	62,014	431,311
2037	18,708,592	12.500	229,180	13,751		219,236	40,182	0	502,349	437,107	65,242	496,553
2038	19,082,764	12.500	233,764	14,026		225,813	41,388	0	514,990	441,478	73,512	570,065
2039	19,082,764	12.500	233,764	14,026		232,587	42,629	0	523,006	445,893	77,113	647,178
2040	19,464,420	12.500	238,439	14,306		239,565	43,908	0	536,219	450,352	85,867	733,045
2041	19,464,420	12.500	238,439	14,306		246,752	45,226	0	544,723	454,856	89,867	822,912
2042	19,853,708	12.500	243,208	14,592		254,154	46,582	0	558,537	459,404	99,133	922,045
2043	19,853,708	12.500	243,208	14,592		261,779	47,980	0	567,559	463,998	103,561	1,025,606
2044	20,250,782	12.500	248,072	14,884		269,632	49,419	0	582,008	468,638	113,370	1,138,976
2045	20,250,782	12.500	248,072	14,884		269,632	49,419	0	582,008	473,325	108,683	1,247,659
			6,936,327	416,180	385,000	5,889,167	1,084,353	106,744	14,817,771	14,474,319	1,240,176	

**HIGHPOINTE VISTA METROPOLITAN DISTRICT#1 & #2**

Future Development Projection -- Buildout Plan (updated 12/10/15)

YEAR	Residential Development					Residential Summary								
	<u>Future SFDs Ph 1&amp;2</u>					<u>Future SFDs - Ph 3&amp;4</u>					Residential Summary			
	Incr/(Decr) in					Incr/(Decr) in					Total		Value of Platted & Developed Lots	
	# Lots	Finished Lot	# Units	Price	Market	# Lots	Finished Lot	# Units	Price	Market	Residential	Total	Adjustment <sup>1</sup>	Adjusted Value
Devel'd	Value @	Completed	Inflated @	Value	Devel'd	Value @	82 target	Inflated @	Value	Market Value	Res'l Units			
	10%	71 target	2%			10%		2%						
2007	0	0		\$450,000	0	0	0		\$650,000	0	\$0	0	0	0
2008	0	0		450,000	0	0	0		650,000	0	0	0	0	0
2009	0	0		450,000	0	0	0		650,000	0	0	0	0	0
2010	0	0		450,000	0	0	0		650,000	0	0	0	0	0
2011	0	0		450,000	0	0	0		650,000	0	0	0	7,106,448	7,106,448
2012	0	0		450,000	0	0	0		650,000	0	0	0	217,069	217,069
2013	0	0		450,000	0	0	0		650,000	0	0	0	(1,014,138)	(1,014,138)
2014	36	1,620,000		450,000	0	36	2,340,000		650,000	0	0	0	(750,879)	3,209,121
2015	35	(45,000)	36	450,000	16,200,000	36	0	36	650,000	23,400,000	39,600,000	72	(2,550,728)	(2,595,728)
2016	0	(1,575,000)	35	459,000	16,065,000	10	(1,690,000)	36	663,000	23,868,000	39,933,000	71	(2,572,177)	(5,837,177)
2017	0	0	0	468,180	0	0	(650,000)	10	676,260	6,762,600	6,762,600	10	(435,595)	(1,085,595)
2018	0	0	0	477,544	0	0	0	0	689,785	0	0	0	0	0
2019	0	0	0	487,094	0	0	0	0	703,581	0	0	0	0	0
2020	0	0	0	496,836	0	0	0	0	717,653	0	0	0	0	0
2021	0	0	0	506,773	0	0	0	0	732,006	0	0	0	0	0
2022	0	0	0	516,909	0	0	0	0	746,646	0	0	0	0	0
2023	0	0	0	527,247	0	0	0	0	761,579	0	0	0	0	0
2024	0	0	0	537,792	0	0	0	0	776,810	0	0	0	0	0
2025	0	0	0	548,547	0	0	0	0	792,346	0	0	0	0	0
2026	0	0	0	559,518	0	0	0	0	808,193	0	0	0	0	0
2027		0	0	570,709	0		0	0	824,357	0	0	0	0	0
	71	0	71		32,265,000	82	0	82		54,030,600	86,295,600	153	0	0

[1] Adj. to actual/prelim AV

**SOURCES AND USES OF FUNDS**

**HIGHPOINTE VISTA METROPOLITAN DISTRICT#1 & #2  
Combined Results**

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**GENERAL OBLIGATION BONDS, SERIES 2016A  
SUBORDINATE BONDS, SERIES 2016B**

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[ Preliminary -- for discussion only ]

Dated Date                    04/13/2016  
Delivery Date                04/13/2016

| <b>Sources:</b>                      | <b>SERIES 2016A</b> | <b>SERIES 2016B</b> | <b>Total</b> |
|--------------------------------------|---------------------|---------------------|--------------|
| Bond Proceeds:                       |                     |                     |              |
| Par Amount                           | 4,460,000.00        | 1,176,000.00        | 5,636,000.00 |
|                                      | 4,460,000.00        | 1,176,000.00        | 5,636,000.00 |
| <hr/>                                |                     |                     |              |
| <b>Uses:</b>                         | <b>SERIES 2016A</b> | <b>SERIES 2016B</b> | <b>Total</b> |
| Project Fund Deposits:               |                     |                     |              |
| Project Fund (Avail. to Redeem '07s) | 4,234,300.00        | 1,164,240.00        | 5,398,540.00 |
| Delivery Date Expenses:              |                     |                     |              |
| Underwriter's Discount               | 89,200.00           |                     | 89,200.00    |
| Bond Counsel (Snr/Sub)               | 45,000.00           |                     | 45,000.00    |
| Disclosure Counsel                   | 45,000.00           |                     | 45,000.00    |
| District Counsel                     | 25,000.00           |                     | 25,000.00    |
| Market Study                         | 5,000.00            |                     | 5,000.00     |
| Trustee Fee                          | 5,000.00            |                     | 5,000.00     |
| Printing                             | 1,500.00            |                     | 1,500.00     |
| Contingency                          | 10,000.00           |                     | 10,000.00    |
| Placement Agent - Subs.              |                     | 11,760.00           | 11,760.00    |
|                                      | 225,700.00          | 11,760.00           | 237,460.00   |
|                                      | 4,460,000.00        | 1,176,000.00        | 5,636,000.00 |

## SOURCES AND USES OF FUNDS

**HIGHPOINTE VISTA METROPOLITAN DISTRICT#1 & #2  
GENERAL OBLIGATION BONDS, SERIES 2016  
22.50 (target) Mills for Debt Service  
Non-Rated, 120x, 30-yr. Maturity  
(Sized on Growth thru 2015 + Reassessment Projections)  
[ Preliminary -- for discussion only ]**

|               |            |
|---------------|------------|
| Dated Date    | 04/13/2016 |
| Delivery Date | 04/13/2016 |

**Sources:**

|                |              |
|----------------|--------------|
| <hr/>          |              |
| Bond Proceeds: |              |
| Par Amount     | 4,460,000.00 |
| <hr/>          |              |
|                | 4,460,000.00 |
| <hr/> <hr/>    |              |

**Uses:**

|                                      |              |
|--------------------------------------|--------------|
| <hr/>                                |              |
| Project Fund Deposits:               |              |
| Project Fund (Avail. to Redeem '07s) | 4,234,300.00 |
| Delivery Date Expenses:              |              |
| Underwriter's Discount               | 89,200.00    |
| Bond Counsel (Snr/Sub)               | 45,000.00    |
| Disclosure Counsel                   | 45,000.00    |
| District Counsel                     | 25,000.00    |
| Market Study                         | 5,000.00     |
| Trustee Fee                          | 5,000.00     |
| Printing                             | 1,500.00     |
| Contingency                          | 10,000.00    |
|                                      | 225,700.00   |
| <hr/>                                |              |
|                                      | 4,460,000.00 |
| <hr/> <hr/>                          |              |

## BOND SUMMARY STATISTICS

**HIGHPOINTE VISTA METROPOLITAN DISTRICT#1 & #2**  
**GENERAL OBLIGATION BONDS, SERIES 2016**  
**22.50 (target) Mills for Debt Service**  
**Non-Rated, 120x, 30-yr. Maturity**  
**(Sized on Growth thru 2015 + Reassessment Projections)**  
**[ Preliminary -- for discussion only ]**

|                                 |               |
|---------------------------------|---------------|
| Dated Date                      | 04/13/2016    |
| Delivery Date                   | 04/13/2016    |
| First Coupon                    | 06/01/2016    |
| Last Maturity                   | 12/01/2045    |
| Arbitrage Yield                 | 5.000503%     |
| True Interest Cost (TIC)        | 5.171277%     |
| Net Interest Cost (NIC)         | 5.100649%     |
| All-In TIC                      | 5.443082%     |
| Average Coupon                  | 5.000000%     |
| Average Life (years)            | 19.871        |
| Duration of Issue (years)       | 12.074        |
| Par Amount                      | 4,460,000.00  |
| Bond Proceeds                   | 4,460,000.00  |
| Total Interest                  | 4,431,233.33  |
| Net Interest                    | 4,520,433.33  |
| Bond Years from Dated Date      | 88,624,666.67 |
| Bond Years from Delivery Date   | 88,624,666.67 |
| Total Debt Service              | 8,891,233.33  |
| Maximum Annual Debt Service     | 336,250.00    |
| Average Annual Debt Service     | 300,041.62    |
| Underwriter's Fees (per \$1000) |               |
| Average Takedown                |               |
| Other Fee                       | 20.000000     |
| Total Underwriter's Discount    | 20.000000     |
| Bid Price                       | 98.000000     |

| Bond Component     | Par Value    | Price   | Average Coupon | Average Life | PV of 1 bp change |
|--------------------|--------------|---------|----------------|--------------|-------------------|
| Term Bond due 2045 | 4,460,000.00 | 100.000 | 5.000%         | 19.871       | 6,823.80          |
|                    | 4,460,000.00 |         |                | 19.871       | 6,823.80          |

|                            | TIC          | All-In TIC   | Arbitrage Yield |
|----------------------------|--------------|--------------|-----------------|
| Par Value                  | 4,460,000.00 | 4,460,000.00 | 4,460,000.00    |
| + Accrued Interest         |              |              |                 |
| + Premium (Discount)       |              |              |                 |
| - Underwriter's Discount   | -89,200.00   | -89,200.00   |                 |
| - Cost of Issuance Expense |              |              |                 |
| - Other Amounts            |              | -136,500.00  |                 |
| Target Value               | 4,370,800.00 | 4,234,300.00 | 4,460,000.00    |
| Target Date                | 04/13/2016   | 04/13/2016   | 04/13/2016      |
| Yield                      | 5.171277%    | 5.443082%    | 5.000503%       |

## BOND DEBT SERVICE

**HIGHPOINTE VISTA METROPOLITAN DISTRICT#1 & #2**  
**GENERAL OBLIGATION BONDS, SERIES 2016**  
**22.50 (target) Mills for Debt Service**  
**Non-Rated, 120x, 30-yr. Maturity**  
**(Sized on Growth thru 2015 + Reassessment Projections)**  
**[ Preliminary -- for discussion only ]**

| Period<br>Ending | Principal | Coupon | Interest     | Debt Service | Annual<br>Debt Service |
|------------------|-----------|--------|--------------|--------------|------------------------|
| 06/01/2016       |           |        | 29,733.33    | 29,733.33    |                        |
| 12/01/2016       | 40,000    | 5.000% | 111,500.00   | 151,500.00   | 181,233.33             |
| 06/01/2017       |           |        | 110,500.00   | 110,500.00   |                        |
| 12/01/2017       | 45,000    | 5.000% | 110,500.00   | 155,500.00   | 266,000.00             |
| 06/01/2018       |           |        | 109,375.00   | 109,375.00   |                        |
| 12/01/2018       | 50,000    | 5.000% | 109,375.00   | 159,375.00   | 268,750.00             |
| 06/01/2019       |           |        | 108,125.00   | 108,125.00   |                        |
| 12/01/2019       | 55,000    | 5.000% | 108,125.00   | 163,125.00   | 271,250.00             |
| 06/01/2020       |           |        | 106,750.00   | 106,750.00   |                        |
| 12/01/2020       | 60,000    | 5.000% | 106,750.00   | 166,750.00   | 273,500.00             |
| 06/01/2021       |           |        | 105,250.00   | 105,250.00   |                        |
| 12/01/2021       | 65,000    | 5.000% | 105,250.00   | 170,250.00   | 275,500.00             |
| 06/01/2022       |           |        | 103,625.00   | 103,625.00   |                        |
| 12/01/2022       | 70,000    | 5.000% | 103,625.00   | 173,625.00   | 277,250.00             |
| 06/01/2023       |           |        | 101,875.00   | 101,875.00   |                        |
| 12/01/2023       | 75,000    | 5.000% | 101,875.00   | 176,875.00   | 278,750.00             |
| 06/01/2024       |           |        | 100,000.00   | 100,000.00   |                        |
| 12/01/2024       | 85,000    | 5.000% | 100,000.00   | 185,000.00   | 285,000.00             |
| 06/01/2025       |           |        | 97,875.00    | 97,875.00    |                        |
| 12/01/2025       | 85,000    | 5.000% | 97,875.00    | 182,875.00   | 280,750.00             |
| 06/01/2026       |           |        | 95,750.00    | 95,750.00    |                        |
| 12/01/2026       | 95,000    | 5.000% | 95,750.00    | 190,750.00   | 286,500.00             |
| 06/01/2027       |           |        | 93,375.00    | 93,375.00    |                        |
| 12/01/2027       | 100,000   | 5.000% | 93,375.00    | 193,375.00   | 286,750.00             |
| 06/01/2028       |           |        | 90,875.00    | 90,875.00    |                        |
| 12/01/2028       | 110,000   | 5.000% | 90,875.00    | 200,875.00   | 291,750.00             |
| 06/01/2029       |           |        | 88,125.00    | 88,125.00    |                        |
| 12/01/2029       | 115,000   | 5.000% | 88,125.00    | 203,125.00   | 291,250.00             |
| 06/01/2030       |           |        | 85,250.00    | 85,250.00    |                        |
| 12/01/2030       | 130,000   | 5.000% | 85,250.00    | 215,250.00   | 300,500.00             |
| 06/01/2031       |           |        | 82,000.00    | 82,000.00    |                        |
| 12/01/2031       | 135,000   | 5.000% | 82,000.00    | 217,000.00   | 299,000.00             |
| 06/01/2032       |           |        | 78,625.00    | 78,625.00    |                        |
| 12/01/2032       | 145,000   | 5.000% | 78,625.00    | 223,625.00   | 302,250.00             |
| 06/01/2033       |           |        | 75,000.00    | 75,000.00    |                        |
| 12/01/2033       | 155,000   | 5.000% | 75,000.00    | 230,000.00   | 305,000.00             |
| 06/01/2034       |           |        | 71,125.00    | 71,125.00    |                        |
| 12/01/2034       | 165,000   | 5.000% | 71,125.00    | 236,125.00   | 307,250.00             |
| 06/01/2035       |           |        | 67,000.00    | 67,000.00    |                        |
| 12/01/2035       | 175,000   | 5.000% | 67,000.00    | 242,000.00   | 309,000.00             |
| 06/01/2036       |           |        | 62,625.00    | 62,625.00    |                        |
| 12/01/2036       | 190,000   | 5.000% | 62,625.00    | 252,625.00   | 315,250.00             |
| 06/01/2037       |           |        | 57,875.00    | 57,875.00    |                        |
| 12/01/2037       | 200,000   | 5.000% | 57,875.00    | 257,875.00   | 315,750.00             |
| 06/01/2038       |           |        | 52,875.00    | 52,875.00    |                        |
| 12/01/2038       | 215,000   | 5.000% | 52,875.00    | 267,875.00   | 320,750.00             |
| 06/01/2039       |           |        | 47,500.00    | 47,500.00    |                        |
| 12/01/2039       | 225,000   | 5.000% | 47,500.00    | 272,500.00   | 320,000.00             |
| 06/01/2040       |           |        | 41,875.00    | 41,875.00    |                        |
| 12/01/2040       | 240,000   | 5.000% | 41,875.00    | 281,875.00   | 323,750.00             |
| 06/01/2041       |           |        | 35,875.00    | 35,875.00    |                        |
| 12/01/2041       | 255,000   | 5.000% | 35,875.00    | 290,875.00   | 326,750.00             |
| 06/01/2042       |           |        | 29,500.00    | 29,500.00    |                        |
| 12/01/2042       | 270,000   | 5.000% | 29,500.00    | 299,500.00   | 329,000.00             |
| 06/01/2043       |           |        | 22,750.00    | 22,750.00    |                        |
| 12/01/2043       | 285,000   | 5.000% | 22,750.00    | 307,750.00   | 330,500.00             |
| 06/01/2044       |           |        | 15,625.00    | 15,625.00    |                        |
| 12/01/2044       | 305,000   | 5.000% | 15,625.00    | 320,625.00   | 336,250.00             |
| 06/01/2045       |           |        | 8,000.00     | 8,000.00     |                        |
| 12/01/2045       | 320,000   | 5.000% | 8,000.00     | 328,000.00   | 336,000.00             |
|                  | 4,460,000 |        | 4,431,233.33 | 8,891,233.33 | 8,891,233.33           |

## NET DEBT SERVICE

**HIGHPOINTE VISTA METROPOLITAN DISTRICT#1 & #2  
GENERAL OBLIGATION BONDS, SERIES 2016  
22.50 (target) Mills for Debt Service  
Non-Rated, 120x, 30-yr. Maturity  
(Sized on Growth thru 2015 + Reassessment Projections)  
[ Preliminary -- for discussion only ]**

| Period<br>Ending | Principal | Interest     | Total<br>Debt Service | Net<br>Debt Service |
|------------------|-----------|--------------|-----------------------|---------------------|
| 12/01/2016       | 40,000    | 141,233.33   | 181,233.33            | 181,233.33          |
| 12/01/2017       | 45,000    | 221,000.00   | 266,000.00            | 266,000.00          |
| 12/01/2018       | 50,000    | 218,750.00   | 268,750.00            | 268,750.00          |
| 12/01/2019       | 55,000    | 216,250.00   | 271,250.00            | 271,250.00          |
| 12/01/2020       | 60,000    | 213,500.00   | 273,500.00            | 273,500.00          |
| 12/01/2021       | 65,000    | 210,500.00   | 275,500.00            | 275,500.00          |
| 12/01/2022       | 70,000    | 207,250.00   | 277,250.00            | 277,250.00          |
| 12/01/2023       | 75,000    | 203,750.00   | 278,750.00            | 278,750.00          |
| 12/01/2024       | 85,000    | 200,000.00   | 285,000.00            | 285,000.00          |
| 12/01/2025       | 85,000    | 195,750.00   | 280,750.00            | 280,750.00          |
| 12/01/2026       | 95,000    | 191,500.00   | 286,500.00            | 286,500.00          |
| 12/01/2027       | 100,000   | 186,750.00   | 286,750.00            | 286,750.00          |
| 12/01/2028       | 110,000   | 181,750.00   | 291,750.00            | 291,750.00          |
| 12/01/2029       | 115,000   | 176,250.00   | 291,250.00            | 291,250.00          |
| 12/01/2030       | 130,000   | 170,500.00   | 300,500.00            | 300,500.00          |
| 12/01/2031       | 135,000   | 164,000.00   | 299,000.00            | 299,000.00          |
| 12/01/2032       | 145,000   | 157,250.00   | 302,250.00            | 302,250.00          |
| 12/01/2033       | 155,000   | 150,000.00   | 305,000.00            | 305,000.00          |
| 12/01/2034       | 165,000   | 142,250.00   | 307,250.00            | 307,250.00          |
| 12/01/2035       | 175,000   | 134,000.00   | 309,000.00            | 309,000.00          |
| 12/01/2036       | 190,000   | 125,250.00   | 315,250.00            | 315,250.00          |
| 12/01/2037       | 200,000   | 115,750.00   | 315,750.00            | 315,750.00          |
| 12/01/2038       | 215,000   | 105,750.00   | 320,750.00            | 320,750.00          |
| 12/01/2039       | 225,000   | 95,000.00    | 320,000.00            | 320,000.00          |
| 12/01/2040       | 240,000   | 83,750.00    | 323,750.00            | 323,750.00          |
| 12/01/2041       | 255,000   | 71,750.00    | 326,750.00            | 326,750.00          |
| 12/01/2042       | 270,000   | 59,000.00    | 329,000.00            | 329,000.00          |
| 12/01/2043       | 285,000   | 45,500.00    | 330,500.00            | 330,500.00          |
| 12/01/2044       | 305,000   | 31,250.00    | 336,250.00            | 336,250.00          |
| 12/01/2045       | 320,000   | 16,000.00    | 336,000.00            | 336,000.00          |
|                  | 4,460,000 | 4,431,233.33 | 8,891,233.33          | 8,891,233.33        |

## BOND SOLUTION

**HIGHPOINTE VISTA METROPOLITAN DISTRICT#1 & #2**  
**GENERAL OBLIGATION BONDS, SERIES 2016**  
**22.50 (target) Mills for Debt Service**  
**Non-Rated, 120x, 30-yr. Maturity**  
**(Sized on Growth thru 2015 + Reassessment Projections)**  
**[ Preliminary -- for discussion only ]**

| Period Ending | Proposed Principal | Proposed Debt Service | Total Adj Debt Service | Revenue Constraints | Unused Revenues | Debt Serv Coverage |
|---------------|--------------------|-----------------------|------------------------|---------------------|-----------------|--------------------|
| 12/01/2016    | 40,000             | 181,233               | 181,233                | 264,388             | 83,155          | 145.88259%         |
| 12/01/2017    | 45,000             | 266,000               | 266,000                | 320,469             | 54,469          | 120.47708%         |
| 12/01/2018    | 50,000             | 268,750               | 268,750                | 325,940             | 57,190          | 121.27997%         |
| 12/01/2019    | 55,000             | 271,250               | 271,250                | 325,940             | 54,690          | 120.16219%         |
| 12/01/2020    | 60,000             | 273,500               | 273,500                | 331,520             | 58,020          | 121.21399%         |
| 12/01/2021    | 65,000             | 275,500               | 275,500                | 331,520             | 56,020          | 120.33403%         |
| 12/01/2022    | 70,000             | 277,250               | 277,250                | 337,212             | 59,962          | 121.62748%         |
| 12/01/2023    | 75,000             | 278,750               | 278,750                | 337,212             | 58,462          | 120.97298%         |
| 12/01/2024    | 85,000             | 285,000               | 285,000                | 343,018             | 58,018          | 120.35718%         |
| 12/01/2025    | 85,000             | 280,750               | 280,750                | 343,018             | 62,268          | 122.17915%         |
| 12/01/2026    | 95,000             | 286,500               | 286,500                | 348,940             | 62,440          | 121.79401%         |
| 12/01/2027    | 100,000            | 286,750               | 286,750                | 348,940             | 62,190          | 121.68783%         |
| 12/01/2028    | 110,000            | 291,750               | 291,750                | 354,980             | 63,230          | 121.67272%         |
| 12/01/2029    | 115,000            | 291,250               | 291,250                | 354,980             | 63,730          | 121.88160%         |
| 12/01/2030    | 130,000            | 300,500               | 300,500                | 361,141             | 60,641          | 120.18013%         |
| 12/01/2031    | 135,000            | 299,000               | 299,000                | 361,141             | 62,141          | 120.78304%         |
| 12/01/2032    | 145,000            | 302,250               | 302,250                | 367,426             | 65,176          | 121.56349%         |
| 12/01/2033    | 155,000            | 305,000               | 305,000                | 367,426             | 62,426          | 120.46742%         |
| 12/01/2034    | 165,000            | 307,250               | 307,250                | 373,836             | 66,586          | 121.67150%         |
| 12/01/2035    | 175,000            | 309,000               | 309,000                | 373,836             | 64,836          | 120.98242%         |
| 12/01/2036    | 190,000            | 315,250               | 315,250                | 380,374             | 65,124          | 120.65787%         |
| 12/01/2037    | 200,000            | 315,750               | 315,750                | 380,374             | 64,624          | 120.46680%         |
| 12/01/2038    | 215,000            | 320,750               | 320,750                | 387,043             | 66,293          | 120.66810%         |
| 12/01/2039    | 225,000            | 320,000               | 320,000                | 387,043             | 67,043          | 120.95091%         |
| 12/01/2040    | 240,000            | 323,750               | 323,750                | 393,845             | 70,095          | 121.65106%         |
| 12/01/2041    | 255,000            | 326,750               | 326,750                | 393,845             | 67,095          | 120.53414%         |
| 12/01/2042    | 270,000            | 329,000               | 329,000                | 400,784             | 71,784          | 121.81877%         |
| 12/01/2043    | 285,000            | 330,500               | 330,500                | 400,784             | 70,284          | 121.26588%         |
| 12/01/2044    | 305,000            | 336,250               | 336,250                | 407,861             | 71,611          | 121.29693%         |
| 12/01/2045    | 320,000            | 336,000               | 336,000                | 407,861             | 71,861          | 121.38718%         |
|               | 4,460,000          | 8,891,233             | 8,891,233              | 10,812,696          | 1,921,463       |                    |

## SOURCES AND USES OF FUNDS

### HIGHPOINTE VISTA METROPOLITAN DISTRICT#1 & #2 SUBORDINATE BONDS, SERIES 2016 Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/45 (Sated) Maturity [ Preliminary -- for discussion only ]

|               |            |
|---------------|------------|
| Dated Date    | 04/13/2016 |
| Delivery Date | 04/13/2016 |

**Sources:**

|                |              |
|----------------|--------------|
| Bond Proceeds: |              |
| Par Amount     | 1,176,000.00 |
|                | 1,176,000.00 |

**Uses:**

|                                      |              |
|--------------------------------------|--------------|
| Project Fund Deposits:               |              |
| Project Fund (Avail. to Redeem '07s) | 1,164,240.00 |
| Other Delivery Date Expenses:        |              |
| Placement Agent - Subs.              | 11,760.00    |
|                                      | 1,176,000.00 |

## BOND PRICING

**HIGHPOINTE VISTA METROPOLITAN DISTRICT#1 & #2  
SUBORDINATE BONDS, SERIES 2016  
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/45 (Sated) Maturity  
[ Preliminary -- for discussion only ]**

| Bond Component      | Maturity Date | Amount    | Rate   | Yield  | Price   |
|---------------------|---------------|-----------|--------|--------|---------|
| Term Bond due 2045: | 12/15/2045    | 1,176,000 | 7.000% | 7.000% | 100.000 |
|                     |               | 1,176,000 |        |        |         |

|                                   |  |              |             |
|-----------------------------------|--|--------------|-------------|
| Dated Date                        |  | 04/13/2016   |             |
| Delivery Date                     |  | 04/13/2016   |             |
| First Coupon                      |  | 12/15/2016   |             |
| Par Amount                        |  | 1,176,000.00 |             |
| Original Issue Discount           |  | 1,176,000.00 |             |
| Production Underwriter's Discount |  | 1,176,000.00 | 100.000000% |
| Purchase Price                    |  | 1,176,000.00 | 100.000000% |
| Accrued Interest                  |  |              |             |
| Net Proceeds                      |  | 1,176,000.00 |             |

**SPECIAL MEETING  
HIGHPOINTE VISTA METROPOLITAN DISTRICTS NOS. 1 & 2**

Thursday, January 28, 2016  
The Clubhouse at Highpointe Estates  
6049 Mid Pointe Drive  
Windsor, CO 80550  
6:00 p.m.

| District No. 1   | District No. 2   |
|--|--|
| Thomas E. Wykstra, President/Chairman<br>Term to May, 2018 | Thomas E. Wykstra, President/Chairman<br>Term to May, 2018 |
| Kenneth S. Tarket, VP/Asst Secretary<br>Term to May, 2018  | Kenneth S. Tarket, VP/Asst. Secretary<br>Term to May, 2018 |
| Eugene McNeese, Sec/Treas/Asst VP<br>Term to May, 2016     | Eugene McNeese, Sec/Treas/Asst. VP<br>Term to May, 2016    |
| Lee Ann Burrus, Asst Sec/Asst VP<br>Term to May, 2016      | Lee Ann Burrus, Asst. Sec/Asst. VP<br>Term to May, 2016    |
| Andrew Wykstra, Asst Secretary<br>Term to May, 2016        | Drew Hendricker, Asst. Secretary<br>Term to May, 2016      |
|  | Roxanne Fry, Asst. Secretary<br>Term to May, 2016          |
|  | Beth Tenan, Asst. Secretary<br>Term to May, 2018           |

Agenda

1. Call to Order
2. Declaration of Quorum/Disclosure Matters
3. Approval of Agenda
4. Approval of Minutes
  - a. Consider approval of October 29, 2015 Minutes
5. Financial Matters
  - a. Consider ratification of payment of claims – October 1, 2015 through December 31, 2015
  - b. Consider acceptance of unaudited financial statements for the period ending December 31, 2015
  - c. **Discuss refunding of 2007 bonds and reimbursement agreement**
  - d. Consider approval of engagement letter with D.A. Davidson as underwriter for refunding of 2007 bonds
6. Legal Matters
  - a. Consider RipTide Pool contract for 2016 season
7. Management Report
  - a. Insurance Update on Kiosk
  - b. Pool Survey Update
  - c. Mail Carrier Survey Update
  - d. Snow Removal
8. Other Business
9. Public Comment
  - a. Christmas Lighting
  - b. No Solicitation Signs
10. Next Scheduled Meeting Date – April 7, 2016
11. Adjourn

Regular Meetings are scheduled for the first Thursday of each quarter in January, April, July and October at 6:00 p.m. and are rescheduled as necessary.

MINUTES OF THE JOINT SPECIAL MEETING OF THE BOARDS OF DIRECTORS  
OF  
HIGHPOINTE VISTA METROPOLITAN DISTRICT NO. 1  
HIGHPOINTE VISTA METROPOLITAN DISTRICT NO. 2

Thursday, October 29, 2015, at 6:00 p.m.

The Clubhouse at Highpointe Estates, 6049 Mid Pointe Drive, Windsor, Colorado 80550

Attendance A joint Special Meeting of the Boards of Directors of Highpointe Vista Metropolitan Districts Nos. 1 and 2 was called and held as shown above and in accordance with the applicable statutes of the State of Colorado.

The following directors, having confirmed their qualification to serve on the Boards, were in attendance:

Thomas E. Wykstra, President/Chairman – Districts 1 & 2  
Lee Ann Burrus, Asst Sec/Asst VP – Districts 1 & 2  
Andrew Wykstra, Assistant Secretary – District 1  
Drew Hendricker, Assistant Secretary – District 2  
Beth Tenan, Assistant Secretary – District 2, via teleconference

Directors absent and excused:

Kenneth Tarket, VP/Asst Secretary – Districts 1 & 2  
Eugene McNeese, Sec/Treas/Asst VP – Districts 1 & 2  
Roxanne Fry, Assistant Secretary – District 2

Director absent and not excused:

None

Also present:

John Paul Williams, Tisha Higgins and Stephanie Riedel, Metro District Management, LLC  
Alan Pogue, Icenogle Seaver Pogue, P.C. (via teleconference)  
Rick Broad, Century Communities  
8 members of the public

Director Qualification The Directors in attendance confirmed their qualification to serve.

Call to Order Mr. Williams noted that a quorum of each of the Boards was present and called to order the Special Meeting of the Boards of Directors of Highpointe Vista Metropolitan Districts Nos. 1 and 2.

**SPECIAL MEETING  
HIGHPOINTE VISTA METROPOLITAN DISTRICTS NOS. 1 & 2**

Thursday, April 28, 2016  
The Clubhouse at Highpointe Estates  
6049 Mid Pointe Drive  
Windsor, CO 80550  
6:00 p.m.

| District No. 1   | District No. 2   |
|--|--|
| Thomas E. Wykstra, President/Chairman<br>Term to May, 2018 | Thomas E. Wykstra, President/Chairman<br>Term to May, 2018 |
| Kenneth S. Tarket, VP/Asst Secretary<br>Term to May, 2018  | Kenneth S. Tarket, VP/Asst. Secretary<br>Term to May, 2018 |
| Eugene McNeese, Sec/Treas/Asst VP<br>Term to May, 2016     | Eugene McNeese, Sec/Treas/Asst. VP<br>Term to May, 2016    |
| Lee Ann Burrus, Asst Sec/Asst VP<br>Term to May, 2016      | Lee Ann Burrus, Asst. Sec/Asst. VP<br>Term to May, 2016    |
| Andrew Wykstra, Asst Secretary<br>Term to May, 2016        | Drew Hendricker, Asst. Secretary<br>Term to May, 2016      |
|  | Roxanne Fry, Asst. Secretary<br>Term to May, 2016          |
|  | Beth Tenan, Asst. Secretary<br>Term to May, 2018           |

Agenda

1. Call to Order
2. Declaration of Quorum/Disclosure Matters
3. Approval of Agenda
4. Approval of Minutes
  - a. Consider approval of January 28, 2016 Minutes
5. Financial Matters
  - a. Consider ratification of payment of claims – January 1, 2016 through March 31, 2016
  - b. Consider acceptance of unaudited financial statements for the period ending March 31, 2016
  - c. **Discuss refinancing of 2007 Developer Bonds and Reimbursement Agreement**
6. Legal Matters
  - a. **Authorize counsel to process service plan amendment relating to refinancing 2007 bonds and reimbursement obligation**
7. Management Report
  - a. Pool start-up report
  - b. Landscaping update
8. Other Business
9. Public Comment
  - a. Request for support of bike & hike connection pathway for Highpointe Estates and Highland Meadows
  - b. Commercial Vehicles
10. Next Scheduled Meeting Date – July 7, 2016
11. Adjourn

Regular Meetings are scheduled for the first Thursday of each quarter in January, April, July and October at 6:00 p.m. and are rescheduled as necessary.

MINUTES OF THE JOINT SPECIAL MEETING OF THE BOARDS OF DIRECTORS  
OF  
HIGHPOINTE VISTA METROPOLITAN DISTRICT NO. 1  
HIGHPOINTE VISTA METROPOLITAN DISTRICT NO. 2

Thursday, January 28, 2016, at 6:00 p.m.  
The Clubhouse at Highpointe Estates, 6049 Mid Pointe Drive, Windsor, Colorado 80550

Attendance A joint Special Meeting of the Boards of Directors of Highpointe Vista Metropolitan Districts Nos. 1 and 2 was called and held as shown above and in accordance with the applicable statutes of the State of Colorado.

The following directors, having confirmed their qualification to serve on the Boards, were in attendance:

Thomas E. Wykstra, President/Chairman – Districts 1 & 2  
Kenneth Tarket, VP/Asst Secretary – Districts 1 & 2  
Eugene McNeese, Sec/Treas/Asst VP – Districts 1 & 2  
Drew Hendricker, Assistant Secretary – District 2  
Beth Tenan, Assistant Secretary – District 2, via teleconference

Directors absent and excused:

Lee Ann Burrus, Asst Sec/Asst VP – Districts 1 & 2  
Andrew Wykstra, Assistant Secretary – District 1  
Roxanne Fry, Assistant Secretary – District 2

Director absent and not excused:

None

Also present:

John Paul Williams, Tisha Higgins and Stephanie Riedel, Metro District Management, LLC  
Alan Pogue, Icenogle Seaver Pogue, P.C. (via teleconference)  
Zach Bishop, DA Davidson  
6 members of the public

Director Qualification The Directors in attendance confirmed their qualification to serve.

Call to Order Mr. Williams noted that a quorum of each of the Boards was present and called to order the Special Meeting of the Boards of Directors of Highpointe Vista Metropolitan Districts Nos. 1 and 2.



## ICENOGLE SEAVER POGUE

---

May 10, 2016

***VIA ELECTRONIC MAIL & U.S. MAIL***

Mr. Ian D. McCargar  
Town Attorney, Town of Windsor  
301 Walnut Street  
Windsor, Colorado 80550  
imccargar@windsorgov.com

Mr. Kelly Arnold  
Town Manager, Town of Windsor  
301 Walnut Street  
Windsor, Colorado 80550  
karnold@windsorgov.com

**Re: Highpointe Vista Metropolitan Districts Nos. 1 & 2 Consolidated Service Plan Amendment Request and Request for Extension of Debt Maturity**

Mr. McCargar and Mr. Arnold,

The Highpointe Vista Metropolitan Districts Nos. 1 & 2 Consolidated Service Plan (the “Service Plan”) was approved by the Town Board of the Town of Windsor, Colorado (the “Town”) on September 26, 2005. The Highpointe Vista Metropolitan Districts Nos. 1 & 2 (the “Districts”) were organized by order of the District Court for Larimer County, Colorado, dated November 29, 2005, after approval of the eligible electors of the Districts at an organizational election held on November 1, 2005.

Pursuant to Section V.A of the Districts’ Service Plan, the maximum debt limit for the issuance of the Districts’ bonds is \$3.375 million. Other financial obligations issued by the Districts to the Developer evidencing the Districts’ obligation to repay the Developer’s advances for construction costs, such as reimbursement agreements, do not count against the total debt limit. Section V.A also provides that the Districts shall not undertake the refinancing of any outstanding bonds, which refinancing shall lengthen the final maturity of such bonds, without the prior written approval of the Town. Via the financing transaction outlined in the First Amendment to Highpointe Vista Metropolitan Districts Nos. 1 & 2 Consolidated Service Plan enclosed herewith (the “First Amendment”), the Districts have the opportunity to extinguish approximately \$2.3 million in current debt obligations and obtain lower interest rates by refinancing District debt incurred in 2007 (the “2007 Debt”). To accomplish the refinancing of the Districts’ debt and obtain the contemplated cost savings, the Districts will need to extend the maturity of the 2007 Debt from 2032 to 2046 and amend the Service Plan to provide a maximum debt limit of \$6.0 million, both of which require approval of the Town.

*Alan D. Pogue* | [APogue@isp-law.com](mailto:APogue@isp-law.com) | Direct 303.867.3006

4725 S. Monaco St., Suite 225 | Denver, CO 80237 | 303.292.9100 | fax 303.292.9101 | [www.isp-law.com](http://www.isp-law.com)

Therefore, pursuant to Section 19-1-100 of the Town Municipal Code and Section 32-1-207(2), C.R.S., the Districts hereby formally request that the Town Board approve the First Amendment enclosed herewith (the "First Amendment Request"). The Districts also formally request that the Town approve an extension of the maturity of the 2007 Debt pursuant to Section V.A. of the Service Plan (the "Refunding Request"). A proposed copy of a Town ordinance approving the First Amendment Request and Refunding Request is enclosed herewith.

Enclosed please find a copy of the following documents for submission to the Town of Windsor by Highpointe Vista Metropolitan Districts Nos. 1 & 2 with regard to the First Amendment Request and Refunding Request:

1. First Amendment to Highpointe Vista Metropolitan Districts Nos. 1 & 2 Consolidated Service Plan, which includes as Part I a detailed report on the progress of the Districts and description of why the original service plan is no longer adequate, pursuant to Section 19-1-100(c) of the Town Municipal Code.
2. A proposed Town ordinance approving the First Amendment Request and Refunding Request.
3. A check for \$250 to serve as the non-refundable application fee.
4. A check for \$1,500 to serve as the deposit to reimburse the Town for staff, legal, and consultant time.

Sincerely,

ICENOGL SEAVR POGUE  
A Professional Corporation



Alan D. Pogue

:/SFS  
Enclosures



## MEMORANDUM

**Date:** June 13, 2016  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Stacy Johnson, Director of Economic Development  
**Re:** Advanced Roofing Incentive Agreement  
**Item #:** C.3.

### **Background / Discussion:**

In May of 2016 Economic Development staff presented a request for incentives for Advanced Roofing Technologies (ART). The incentive request was to retain and expand ART and an additional company, NoCO Sheet Metal, previously located in Loveland. Town Board approved the request to certain inducements in the form of fee waivers and reimbursements, details of the project and history are below.

In early 2015 Economic Development staff visited with Brad Evans, owner of Advanced Roofing at 4496 Bents Drive in Windsor. During our visit we began to discuss Mr. Evans' interest in expanding his business and the relocation of another one of his businesses NoCO Sheet Metal (located in Loveland at that time) in and to Windsor. Mr. Evans has currently identified two locations for his company to expand on. One site is located at 4555 Highland Meadows Parkway (NE corner of Highland Meadows Parkway & Greenridge Road) and the other site is located in unincorporated Weld County.

Mr. Evans also began working on and submitted site plan to the Town of Windsor. During this process the commercial permit fee estimate was completed and identified a much larger fee estimate for the parcel located in Town versus the parcel located in the county. Mr. Evans and Economic Development staff identified approximately a \$60,000 difference in the fee estimates.

In compliance with our Primary Employer Incentive Guidelines Mr. Evans submitted a letter of request for incentives on April 21, 2016. Advanced Roofing and NoCO Sheet Metal would not only be retained in Windsor they would be completing a physical building expansion, hiring additional employees and also providing approximately 20,000 sq. ft. of speculative flex space (Speculative space is space built without a current use or tenant). This type and amount of space is still currently in high demand.

### **Below is a project review:**

#### *Advanced Roofing & NoCO Sheet Metal Retention & Expansion Project*

|   |                       |
|---|-----------------------|
| Total Initial Project Investment                            | <b>\$4,200,000.00</b> |
| Building Size   | <b>40,000 sq. ft.</b> |
| Equipment/FF&E (10 year Lessee)                             | <b>\$200,000.00</b>   |
| 5 year income projections from sales tax (NoCO Sheet Metal) | <b>\$130,000.00</b>   |
| Retention of jobs   | <b>42</b>             |
| New jobs  | <b>4</b>              |

|                     |                    |
|---------------------|--------------------|
| Annual Average Wage | <b>\$64,300.00</b> |
| Benefits            | <b>80% of wage</b> |

**Financial Impact:**

|                             |                    |
|-----------------------------|--------------------|
| Fee waivers/reimbursements: | <b>\$61,633.80</b> |
|-----------------------------|--------------------|

**Recommendation**

Approval of incentive agreement for fee waivers/reimbursements for approximately \$61,633.80 for the retention and expansion of Advanced Roofing and NoCO Sheet Metal.

**Relationship to Strategic Plan:**

Diversify, Grow & Strengthen the Local Retail and Industrial Economy

**Attachments:**

- Resolution
- Incentive agreement
- Letter of Request
- Town Fee estimate
- Cost analysis (Exhibit A)

TOWN OF WINDSOR

RESOLUTION NO. 2016-37

A RESOLUTION APPROVING AN AGREEMENT FOR CERTAIN ECONOMIC INDUCEMENTS AND DEVELOPMENT INCENTIVES BETWEEN THE TOWN OF WINDSOR, COLORADO, AND ADVANCED ROOFING TECHNOLOGIES, WITH RESPECT TO THE DEVELOPMENT OF PROPERTY FOR COMMERCIAL PURPOSES WITHIN WINDSOR

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

WHEREAS, municipal governments are legally authorized under Colorado law to encourage economic development; and

WHEREAS, the expansion and relocation of commercial enterprises, buildings and activity create a public benefit through increased employment, tax revenue and community reputation; and

WHEREAS, Advanced Roofing Technologies proposes to build a commercial building in the Highlands Industrial Park to house its operations, as well as a related sheet metal fabrication operation; and

WHEREAS, Advanced Roofing Technologies proposes to add unoccupied space, which may in the future be made available to other commercial enterprises; and

WHEREAS, Advanced Roofing Technologies has presented the Town with data, upon which the Town is relying in concluding that the proposed building expansion will produce a public benefit sufficient to justify incentives and inducements for the proposed building expansion; and

WHEREAS, the Town and Advanced Roofing Technologies have negotiated the attached Agreement for Certain Economic Inducements and Development Incentives (“Incentive Agreement”), the terms of which are incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town’s Director of Economic Development has recommended that the Town Board approve the Incentive Agreement; and

WHEREAS, the Town Board finds that approval of the Incentive Agreement will result in a public benefit sufficient to support the incentives contained therein.

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

1. The attached Agreement for Certain Economic Inducements and Development Incentives is approved.
2. The Mayor is authorized to execute the Incentive Agreement on the Town's behalf.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 13<sup>th</sup> day of June, 2016.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

**AGREEMENT  
FOR  
CERTAIN ECONOMIC INDUCEMENTS AND DEVELOPMENT  
INCENTIVES**

THIS AGREEMENT FOR CERTAIN ECONOMIC INDUCEMENTS AND DEVELOPMENT INCENTIVES (“Agreement”) is executed effective as of June 13, 2016 (“Effective Date”), by and between the TOWN OF WINDSOR, COLORADO, a Colorado home rule municipal corporation (“Town”), and ADVANCED ROOFING TECHNOLOGIES, a corporation organized under the laws of the State of Colorado (“ART”).

**RECITALS**

- A. ART is the tenant of certain real property within the Town’s corporate limits, legally described as all of Highlands Industrial Park Subdivision, Lot 1, Block 4, consisting of approximately 3.16 acres (“Property”).
- B. ART intends to expand its existing Facility to accommodate a sheet metal fabrication operation, a roofing service operation and presently-unoccupied speculative space for future users (“Expanded Facility”) upon the Property.
- C. Construction of the Expanded Facility will provide substantial economic benefits to the Town, including but not limited to, increased sales tax, property tax revenues and the creation of new primary jobs.
- D. Subject to the terms and conditions herein, ART is requesting, and the Town desires to grant, certain economic inducements and incentives to facilitate the construction of the Expanded Facility.
- E. It is an appropriate and lawful function of Colorado municipalities to encourage industrial development and expansion through economic inducements and incentives.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and ART agree as follows:

- 1. The foregoing Recitals are fully incorporated herein by this reference with the same force and effect as though restated below.
- 2. On or before the Effective Date, ART anticipates owning or having a contractual right to do business within the Property.
- 3. Notwithstanding anything to the contrary stated herein, ART shall have no obligation to construct the Expanded Facility. This Agreement does not create any obligation to construct the Expanded Facility at any time, under any circumstances whatsoever.

Likewise, the Town's obligation to provide ART with the economic inducements and incentive described below is subject both to ART's acquisition of the Property, construction of the Expanded Facility and, in some cases, operation of the Expanded Facility. If any of the foregoing conditions do not come to pass, the Town shall have no obligation to provide inducements or incentives under this Agreement.

4. Provided that ART constructs the Expanded Facility, ART intends to initiate operations within the Expanded Facility on or before January 1, 2017.
5. The Town maintains certain guidelines for evaluating the public benefit of industrial development and expansion within its corporate limits, and the value of providing economic inducements and incentives to encourage and sustain such development/expansion. In reliance upon certain documentation provided to the Town, the Town has determined that construction and operation of the Expanded Facility satisfies such guidelines and will be of substantial economic benefit to the Town and to Larimer County.

The Town's determination of inducements and incentives primarily and substantially stems from certain information and representations provided by ART about the nature of the Expanded Facility, the investment into the Expanded Facility, property tax projections, payroll estimates, and the number of primary jobs to be generated. Specifically, ART presented: the attached letter dated April 21, 2016, and certain estimates as to the value of building investment under consideration, which have been incorporated into the attached Cost Analysis dated March 14, 2016. These documents are attached and incorporated herein as Exhibit A.

Notwithstanding the aforementioned Exhibit A, the total value of the incentives and inducements in the aggregate and the value of each such incentive and inducement contemplated herein shall not be final until the Town's issuance of a building permit for the Expanded Facility in keeping with customary building permit policy. Accordingly, the total value of the incentives and inducements, and the value of each as contemplated herein, may increase or decrease (if at all); such are dependent upon the value of such incentives and inducements as stated in the building permit, as issued by the Town. In other words, the building permit shall be determinative of the total value of the incentives and inducements in the aggregate, and the value of each, as contemplated herein.

6. In light of the foregoing, the Town agrees as follows:
  - a. In accordance with the *Windsor Municipal Code*, the construction of the Expanded Facility on the Property will require the payment of an administrative fee in the amount of approximately \$ 1,635.16. Subject to the terms and conditions of this agreement, if the Town Board has not previously approved this Agreement, ART will pay this fee at the time of building permit issuance, and the Town will reimburse it within thirty (30) days of Town Board approval of this

Agreement. Such reimbursement shall be deemed a permanent waiver of the Town's right to collect the administrative fee for the construction of the Expanded Facility on the Property. Subject to the terms and conditions of this Agreement, and if the Town Board has previously approved this Agreement at the time ART is issued a building permit for the Expanded Facility, ART will be relieved of the responsibility for paying the administrative fee associated with the construction of the Expanded Facility on the Property. This waiver shall be deemed a permanent waiver of the Town's right to collect the administrative fee for the construction of the Expanded Facility on the Property.

- b. In accordance with the Windsor Municipal Code, the construction of the Expanded Facility on the Property will require the payment of a storm water drainage fee valued at approximately \$19,524.08. Subject to the terms and conditions of this agreement, ART will pay this fee at the time of building permit issuance, and the Town will reimburse it within thirty (30) days of the Town's issuance of the Certificate of Occupancy for the Expanded Facility. Such reimbursement shall be deemed a permanent waiver of the Town's right to collect the water plant investment fee for the construction of the Expanded Facility on the Property.
  - c. In accordance with the Windsor Municipal Code, the construction of the Expanded Facility on the Property is expected to result in the payment of construction use tax in the amount of approximately \$40,474.56. Subject to the terms and conditions of this agreement, if the Town Board has not previously approved this Agreement, ART will pay such taxes at the time of building permit issuance, and the Town will reimburse such taxes within thirty (30) days of Town Board approval of this Agreement. Such reimbursement shall be deemed a permanent waiver of the Town's right to collect construction use tax for the construction of the Expanded Facility on the Property. Subject to the terms and conditions of this Agreement, and if the Town Board has previously approved this Agreement at the time ART is issued a building permit for the Expanded Facility, ART will be relieved of the responsibility for paying the use tax assessment associated with construction of the Expanded Facility. This waiver shall be deemed a permanent waiver of the Town's right to collect the use tax assessment associated with construction of the Expanded Facility on the Property.
7. As a condition of the Town's undertakings as set forth herein, ART hereby voluntarily waives its right to confidentiality as provided in *Windsor Municipal Code* Section 4-3-640 for a period of three years from the effective date of this agreement, and further consents to disclosure of sales and use tax information specific to construction and sales operations taking place within the Property and Expanded Facility for a period of three years from the effective date of this agreement. ART's waiver and consent under this Section extends to public discussion and analysis before Town governmental and administrative bodies.

8. This writing constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any prior written or oral communication, negotiations, agreements, representations and understandings between them with respect to its subject matter.
9. This Agreement may not be modified, enlarged or altered, except in writing, signed by both parties.
10. Neither party may assign the benefits or burdens of this Agreement without the express written consent of the other, provided that such consent shall not be unreasonably withheld, delayed or conditioned.
11. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado. Venue for all purposes shall be deemed proper in the District Court of Weld County, Colorado.
12. A waiver by either party 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.
13. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties shall be construed as if the part, term or provision in question was never part of this Agreement.
14. This Agreement shall be deemed to run with the land and, upon its execution by the parties, shall be recorded with the Larimer County Clerk and Recorder. Upon execution by the parties, this Agreement shall be binding upon the parties, their respective successors and assigns.

In witness whereof, the parties have executed this Agreement as of the Effective Date.

TOWN OF WINDSOR, COLORADO

ART, INC.

\_\_\_\_\_  
BY: Kristie Melendez, Mayor

  
\_\_\_\_\_  
BY: Brad Evans, President



April 21, 2016

Ms. Stacy Johnson  
Town of Windsor,  
Economic Development Manager  
301 Walnut Street  
Windsor, CO 80550

RE: New Building for Advanced Roofing Technologies/NoCo Sheet Metal

Dear Ms. Johnson,

Please accept this letter as our formal request for the Town of Windsor to waive a portion of the estimated fees for our proposed new Advanced Roofing Technologies/NoCo Sheet Metal (ART/NoCo) building. Specifically, we would like the Town to waive the Administrative fee, the Drainage Fee, and the Windsor Use Tax, which are estimated at \$61,634. The reason for this request is due to the exorbitant amount of fees relative to this project. Moreover, the fees on the same project proposed in unincorporated Weld County are over \$60,000 less. In order for us to make the deal economics work within the Town of Windsor, we must seek relief from the Town.

To explain the quick background and the benefit to the Town for helping us with this request. ART moved to Windsor in 2006 after being located in Fort Collins since 1993, and NoCo moved from Loveland to the same building as ART in Windsor, in 2015. Since moving to Windsor, both ART and NoCo have grown, increased sales, and added new employees in the area for both companies. The benefit to the Town of Windsor in just the sales tax revenue is estimated at over \$26,000 annually. The town would also see receive additional property taxes with this new building and new employment opportunities as both companies continue to grow. In addition, this new project will have up to 20,000 square feet of industrial space for lease for other businesses to move to Windsor.

Therefore, if the Town grants us the requested \$61,634 fee waiver, the Town would be paid back in less than 2 years by the time you factor in sales tax, property tax, additional space for lease, and additional employment opportunities, all benefiting the Town of Windsor!

Advanced Roofing Technologies/NoCo Sheet Metal greatly appreciates all the help you have provided in this process and we are excited about the possibility of staying, growing, and supporting the Town of Windsor as well as providing the much needed additional limited industrial space for other businesses to move to Windsor!

I can be reached at 970.663.0202 or [brad@advancedroofingtech.com](mailto:brad@advancedroofingtech.com) if you have any questions or need further information.

Respectfully,

Brad Evans  
President

## Building Permit Fee Estimate for Commercial or Industrial buildings

**NOTICE**  
 The Plan Review Fee,  
 Fire Fee and  
 Administrative Fee  
 shown on this  
 estimate shall be  
 collected at the time  
 the bulding permit  
 application is  
 submitted

|                        |   |
|------------------------|---|
| Date:                  | 3/11/2016   |
| Name of requestor:     | BJ DeForge  |
| Ph/Fx # or e-mail add: | <a href="mailto:bj@hauserarchitectspc.com">bj@hauserarchitectspc.com</a> 970.669.8220 |
| Subdivision Name:      | HIGHLANDS INDUSTRIAL PARK LT 1, BLK 4   |
| Address:               | 4555 Highland Meadows Parkway   |
| Lot size in SF:        | 137,954   |
| Use:                   | Warehouse/Office/Future Lease Space   |
| Building Size in SF:   | 42,360  |

Town of Windsor  
 Planning Department  
 301 Walnut Street  
 Windsor, CO 80550  
 970 674-2436  
 fx 970 674-2456

ESTIMATE ONLY: ALL FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ESTIMATED FEES ARE REFLECTIVE OF THE CURRENT AMOUNTS IN EFFECT AT THE TIME OF THIS ESTIMATE REQUEST. PLEASE CONTACT THE PLANNING DEPARTMENT FOR ANY FEE CHANGES AS YOU ARE GETTING CLOSER TO SUBMITTAL OF A BUILDING PERMIT APPLICATION. **SEE PAGES 2-3 FOR FEE EXPLANATION.**

| Line # |                        |  |              |
|--------|------------------------|--|--------------|
| 1      | Valuation              |  | \$2,049,345  |
| 2      | Electrical Valuation   |  | \$72,368     |
| 3      | Building Fee           | Based on valuation                     | \$5,528.65   |
| 4      | Electrical Fee         | Based on valuation                     | \$954.50     |
| 5      | Construction Meter     | Always \$57.50                         | \$57.50      |
| 6      | Plan Review Fee        | 65% of line 3 -                        | \$3,593.62   |
| 7      | Administrative Fee     | 25% of lines 3, 4, and 5               | \$1,635.16   |
| 8      | Raw Water              | Fort Collins Loveland Water District   | 970-226-3103 |
| 9      | Water Plant Investment | Fort Collins Loveland Water District   | 970-226-3103 |
| 10     | Sewer Plant Investment | Fort Collins Loveland Water District   | 970-226-3103 |
| 11     | Drainage Fee           | per Ordinance 2003-1148 - see schedule | \$19,524.08  |
| 12     | Water Meter and Yoke   | Based on Water Tap size - outside pit  | 970-226-3103 |
| 13     | Irrigation Meter       | Based on Tap size, if applicable       | N/A          |
| 14     | Fire                   | Fire Plan Review Fee Schedule          | \$3,625.00   |
| 15     | Windsor Use Tax        | 3.95% of 1/2 of Valuation - Line 1     | \$40,474.56  |
| 16     | Larimer County Use Tax | 0.65% of 1/2 of Valuation - Line 1     | \$6,660.37   |
| 17     | Road Impact Fee        | Per Ordinance 2008-1318 - see schedule | \$77,201.49  |
| 18     | TOTAL                  |  | \$159,254.94 |

## Building Permit Fee Estimate for Commercial or Industrial buildings

- 1 Valuation is based upon materials and labor for entire building/project, not inclusive of the land, infrastructure, landscaping, etc.
- 2 Electrical valuation is based upon materials and labor for electrical portion of building/project, not inclusive of the land, infrastructure, landscaping, etc.
- 3 Building Permit Fee: \$1,000,001 and up = \$3827.65 for the first \$1,000,000 plus \$1.62 for each additional \$1,000.00 or fraction thereof.  
Formula for this permit:  $1050 \times \$1.62 + \$3827.65 = \$5,528.65$
- 4 Electrical Permit Fee: \$2001 and up = \$115.00 plus \$11.50 for each additional \$1,000.00 or fraction thereof.  
Formula for this permit:  $73 \times \$11.50 + \$115.00 = \$954.50$ .
- 5 Construction Meter: Always \$57.50
- 6 Plan Review Fee: 65% of line #3 for new commercial bldgs & new 8+ unit multi-family, 30% of line #3 for all other residential and some finishes.  $\$5,528.65 \times .65 = \$3,593.62$
- 7 Administrative Fee: 25% of lines 3, 4, and 5  $\$5,528.65 + \$954.50 + \$57.50 \times .25 = \$1,635.16$
- 8 Raw Water Fee: Site specific and dependent upon water district, type of project, and location - please contact Town Engineer at 970 686-7476. N/A (FCLWD)
- 9 Water Plant Investment - Based upon water tap size - N/A (FCLWD)
- 10 Sewer Plant Investment - Based upon water tap size - N/A (FCLWD)

## Building Permit Fee Estimate for Commercial or Industrial buildings

- 11 Drainage fee: Based upon lot square footage - Formula: Impervious Rate Factor dependent upon use and land coverage x \$0.1838 x Area in Square feet - Please see Ordinance 2003-1148 for detailed information - This fee is dependent upon amount of land covered by parking and buildings  
 Formula for this permit:  $.77 \times \$0.1838 \times 137,954 = \$19,524.08$  \*\*\*Please note that this fee is an estimate based upon the expected lot coverage, but the fee may be lower, based upon percentage of lot coverage and landscaping, which will be determined upon submittal of a site plan to the Planning Department.
- 12 Water Meter Yoke & Pit - Based upon water tap size - - please contact the Planning Department for the cost of any other proposed tap size. N/A (FCLWD)
- 13 Irrigation Meter - No irrigation meter charged based on non-potable system.N/A (FCLWD)
- 14 Construction Water - Always \$25.00N/A (FCLWD)
- 15 Windsor Use Tax: 3.95% of 1/2 of the Valuation  
 Formula for this permit:  $\$2,049,345. \times 0.5 \times .0395 = \$40,474.56$
- 16 Larimer County Use Tax: 0.65% of 1/2 of the Valuation  $\$2,049,345 \times .5 \times .0065 = \$6,660.37$   
 Formula for this permit: n/a as site is on the Weld County side of Windsor
- 17 Road Impact Fee: Based upon proposed use in this building - Please see Ordinance 2008-1318 for detailed information. If a detailed estimate is required, a minimum of \$50.00 is charged and additional consultant fees may be due to determine this cost. The road impact fees are due at issuance of the building permit and should be included in the estimated permit costs.  
 Formula for this permit: (office)  $7800 \text{ sf} / 1000 \times 2,840 = \$22,152$  + (warehouse)  $13,700 \text{ sf} / 1000 \times \$1279 = \$17,522.30$  + (future lease space)  $20,860 \text{ sf} / \times 1799 = \$37,527.19$ . (TOTAL = \$77,201.49.)
- 18 This total is an estimate based upon today's fees. These fees may change in the future.

EXHIBIT A Cost Analysis

3.14.2016

| <b>Advanced Roofing &amp; NoCO Sheet Metal</b>   |  |   |
|--|--|---|
|  |  |   |
| <b>Expenses:</b>   |  |   |
| building, land   | \$4,000,000                                    |   |
| equipment (FFE from restaurant)  | \$200,000                                      |   |
| <b>total investment</b>  | <b>\$ 4,200,000.00</b>                         |   |
|  |  |   |
| <b>Income:</b>   | <b>Approx. Windsor Sales Tax REVENUE 3.95%</b> | <b>Approx. Windsor Sales Tax REVENUE 3.0%</b> |
| Year 1   |  |   |
| <b>Sales tax from NoCO Sheet Metal</b>   | <b>\$26,000.00</b>                             | <b>\$19,800</b>                               |
| <b>Real &amp; Personal Property Tax</b>  | <b>TBD</b>                                     |   |
| <b>Fees for Advanced Roofing and NoCO Sheet Metal</b>                                    |  |   |
| *based off of information provided by Windsor Commercial tenant finish Fee estimate form |  |   |
| Building Fee   | \$5,528.65                                     |   |
| Electrical Fee   | \$954.50                                       |   |
| Construction Meter   | \$57.50  |   |
| Plan Review Fee  | \$3,593.62                                     |   |
| <b>Administrative Fee</b>  | <b>\$1,635.16</b>                              | Waive up front                                |
| Raw Water  | N/A  |   |
| Water Plant Investment   | N/A  |   |
| Sewer Plant Investment   | N/A  |   |
| <b>Drainage Fee</b>  | <b>\$19,524.08</b>                             | Reimburse at C.O.                             |
| Water Meter and Yoke   | N/A  |   |
| Irrigation Meter   | N/A  |   |
| Fire District Fee  | \$3,625.00                                     |   |
| <b>Windsor Use Tax</b>   | <b>\$40,474.56</b>                             | Waive up front                                |
| Larimer County Use Tax   | \$6,660.37                                     |   |
| Road Impact Fee  | \$77,201.49                                    |   |
| Total FEES   | \$ 159,254.94                                  |   |
| <b>Total incentives Request</b>  | <b>\$61,633.80</b>                             |   |
|  |  |   |
| <b>Total sales tax revenue (5 years) estimated</b>                                       | <b>\$130,000.00</b>                            |   |
|  |  |   |
| <b>Incentive waivers/reimbursements</b>  | <b>Payback in</b>                              | 2.37 years at 3.95%                           |
|  |  | 3.11 year at 3.0%                             |



## MEMORANDUM

**Date:** June 13, 2016  
**To:** Mayor and Town Board  
**Via:** Regular meeting materials, June 13, 2016  
**From:** Ian D. McCargar, Town Attorney  
**Re:** Town of Windsor – Carestream Closing Documents (Davis & Law Assets)  
**Item #:** C.4.

### **Background / Discussion:**

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

### **The March 28, 2016, Agreement and First Amendment.**

The Agreement was approved on March 28, 2016, by Town Board Resolution 2016-17A. The attached First Amendment to Agreement Dated March 28, 2016, is necessary to accommodate title insurance issues we encountered after the Agreement was approved. This is really a formality to keep us under contract through some agreed adjustments to the original terms.

The remainder of the Agreement is somewhat complex, but may be summarized and will be implemented as follows:

1. **Transfer of Carestream Assets, Generally.** Under the Contract, Carestream will convey its 1953 water right in the Davis & Law System, certain water conveyance structures and certain easement rights. Carestream will also assign its rights and obligations under the 1919 Davis Pipeline Agreement, which includes its right to six cubic feet per second ("6 cfs") from the Davis Pipeline, and its obligation to clear out the "sand pockets in the manholes". Simply stated, the Town will step into Carestream's

shoes as to Carestream’s water rights in the Davis Pipeline, and the obligations of the Great Western Sugar Company under the 1919 Agreement.

These transfers are accomplished through the attached Special Warranty Deed, the Easement Deed and Agreement and Assignment and Assumption Agreement. This collection of documents turns over the agreed Carestream assets to the Town.

2. **Agreement for Lease of Davis and Consolidated Law Seepage Ditch Water.** The 6 cfs water right will be leased back to Carestream under the attached Agreement for Lease (“Water Lease”) for a term of 99 years. Under the Water Lease, the Town will not guarantee any quality or amount of water through the Davis Pipeline. This is in recognition that Carestream had no real desire or plans to maintain the Davis Pipeline for delivery of the water right. If all or any portion of the 6 cfs makes it to the point of use, Carestream will accept it. Otherwise, there is no Town promise to deliver the water through the Davis Pipeline. If the Town decides to make repairs or upgrades to the Davis Pipeline, the delivery of the 6 cfs need not be the priority. The only exposure for the Town under the Water Lease is if the Town “*take[s] any action primarily intended to deliberately deny Carestream its water*”, which is deliberately drafted to significantly narrow our exposure to only the most unlikely of circumstances.

3. **Dry-up Covenant.** This document is the tool by which, at the point where the Water Lease is terminated or expires, the Town has the legal ability to change the use of the Davis & Law water right being transferred to the Town under this collection of closing documents. This ability to change use has future value to the Town.

**Financial Impact:**

|                | <b>Budget</b> | <b>Proposed</b> | <b>Note</b>                              |
|----------------|---------------|-----------------|--|
| <b>Revenue</b> | \$0           | \$0             |  |
| <b>Expense</b> | \$0           | \$0             |  |
| <b>Net</b>     |               | \$0             | The transaction is without consideration |

**Relationship to Strategic Plan:**

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

**Recommendation:**

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

**Attachments:**

- Resolution No. 2016-38 – A Resolution Approving Various Closing Documents Pursuant to a Purchase and Sale Agreement Between the Town of Windsor and Carestream Health, Inc., for the Acquisition of Certain Assets in the Davis and Law Water System;
- First Amendment to Agreement dated March 28, 2016;
- Special Warranty Deed dated June 6, 2016, Agreement;
- Easement Deed and Agreement signed by Carestream's representative on May 24, 2016;
- Agreement for Lease of Davis and Consolidated Law Seepage Ditch Water dated June 6, 2016;
- Assignment and Assumption Agreement dated June 6, 2016;
- Dry-up Covenant dated June 6, 2016;
- Maps of Carestream easements and related facilities.

TOWN OF WINDSOR

RESOLUTION NO. 2016-38

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

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

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

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

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

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

WHEREAS, in consideration for Carestream’s consent to relocation of certain portions of the John Law Ditch, the Town has negotiated an Agreement with Carestream, previously approved by Resolution No. 2016-17A, under which certain Carestream assets will be accepted by the Town; and

WHEREAS, the Town Board has now been presented with the following documents (“Closing Documents”):

- First Amendment to Agreement dated March 28, 2016;
- Easement Deed and Agreement signed by Carestream’s representative on May 24, 2016;
- Agreement for Lease of Davis and Consolidated Law Seepage Ditch Water dated June 6, 2016;
- Dry-up Covenant dated June 6, 2016;
- Assignment and Assumption Agreement dated June 6, 2016;

- Special Warranty Deed dated June 6, 2016;  
and

WHEREAS, the Town Attorney has reviewed and recommended approval of the attached Closing Documents; and

WHEREAS, the Town Board has reviewed the attached Closing Documents, and finds that their approval, acceptance and execution promote the public health, safety and welfare.

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

1. The attached Closing Documents are hereby approved.
2. The Mayor is hereby authorized to execute each of the Closing Documents on the Town's behalf.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 13<sup>th</sup> day of June, 2016.

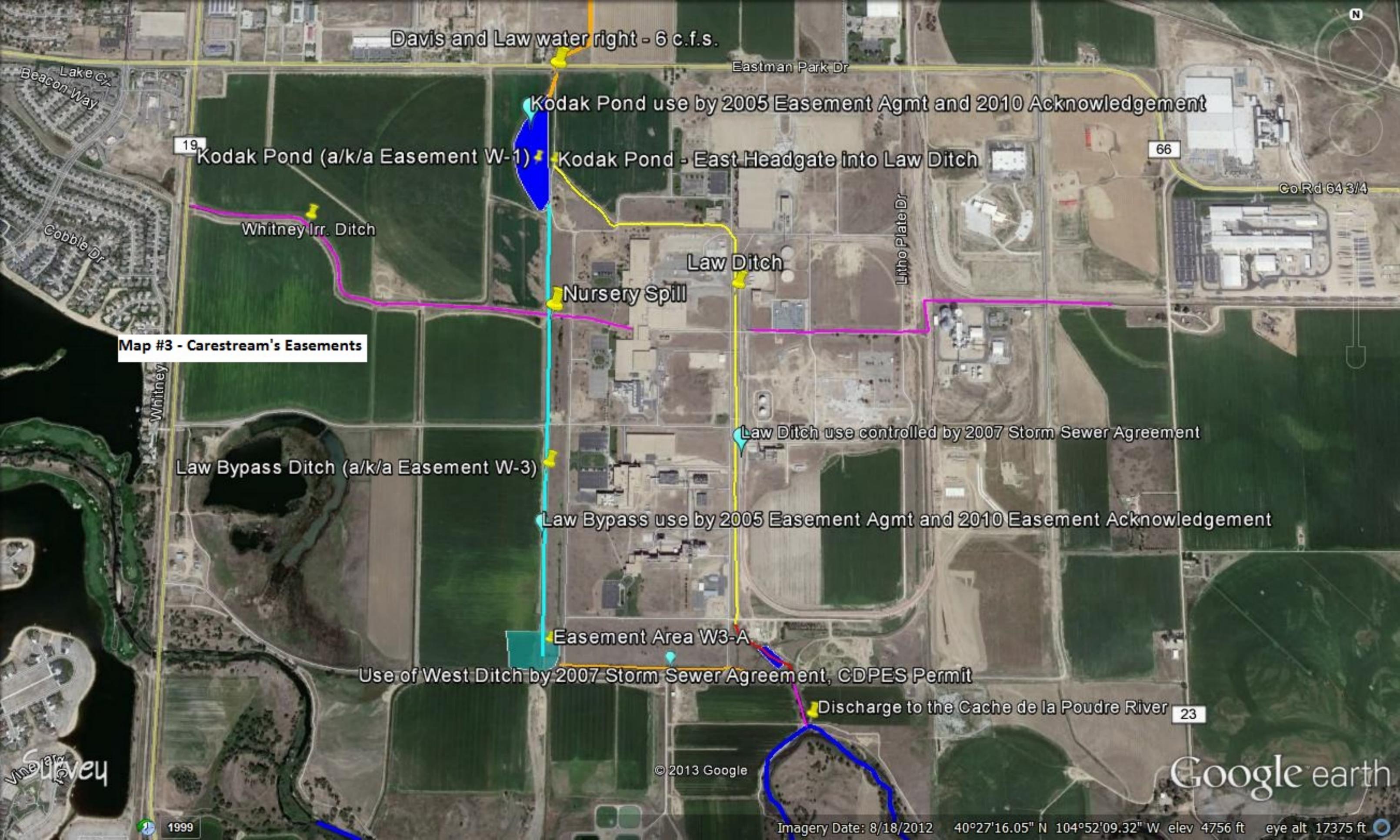
TOWN OF WINDSOR, COLORADO

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

ATTEST:

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





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

Eastman Park Dr

Kodak Pond use by 2005 Easement Agmt and 2010 Acknowledgement

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

Kodak Pond - East Headgate into Law Ditch

66

Co Rd 64 3/4

Whitney Irr. Ditch

Law Ditch

Litho Plate Dr

Nursery Spill

Map #3 - Carestream's Easements

Law Ditch use controlled by 2007 Storm Sewer Agreement

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

Law Bypass use by 2005 Easement Agmt and 2010 Easement Acknowledgement

Easement Area W3-A

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

Discharge to the Cache de la Poudre River

23

Survey

© 2013 Google

Google earth

1999

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

## FIRST AMENDMENT TO AGREEMENT DATED MARCH 28, 2016

THIS FIRST AMENDMENT TO AGREEMENT DATED MARCH 28, 2016 ("Amendment") is entered into by THE TOWN OF WINDSOR, a Colorado home rule municipal corporation, and CARESTREAM HEALTH, INC., a Delaware corporation.

The purpose and intent of this Amendment is to modify certain terms of the Agreement dated March 28, 2016 ("Agreement"). Specifically, the parties have discovered that (a) title insurance is not available as was assumed in the Agreement, and (b) modifications to the form of Exhibits C and D to the Agreement are necessary to avoid ambiguity. In light of these developments, the parties desire to preserve the transaction, with the following modifications:

1. Sections 3.2 through 3.6 of the Agreement shall be deemed of no force or effect. No title insurance commitment or policy shall be required, and all dates or deadlines applicable to title insurance shall be deemed null and void.
2. Each party hereby waives and releases any claims against the other which are or could be indemnified under the policy or policies of title insurance contemplated in the Agreement. Each party hereby assumes its own risk with respect to any claims which are or could be indemnified under the policy of policies of title insurance contemplated in the Agreement.
3. The parties have negotiated certain modifications to the form of Exhibit C and Exhibit D to the Agreement. Each party hereby accepts those modifications, notwithstanding any matters of form previously approved at the time of execution of the Agreement.

DATED this 24 day of May, 2016.

TOWN OF WINDSOR

CARESTREAM HEALTH, INC.

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

  
\_\_\_\_\_  
By: Richard J. Jebo, Chief Supply  
Chain & Logistics Officer

ATTEST:

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

CARESTREAM HEALTH, INC.

TOWN OF WINDSOR

Richard J. Jebo  
Richard J. Jebo  
Chief Supply Chain and Logistics Officer

Kristie Melendez  
Kristie Melendez  
Mayor

STATE OF NEW YORK )

ss.

COUNTY OF MONROE )

The foregoing instrument was acknowledged before me this 24 day of MAY, 2016, by Richard J. Jebo, Chief Supply Chain and Logistics Officer of Carestream Health, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires SEPT. 30, 2018.

Deborah Eisman  
Notary Public



STATE OF COLORADO )

ss.

COUNTY OF WELD )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Kristie Melendez, Mayor of the Town of Windsor, a Colorado home rule municipality.

Witness my hand and official seal.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

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



THE FOREGOING SPECIAL WARRANTY DEED is hereby accepted by the Town of Windsor  
on this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

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

## EASEMENT DEED AND AGREEMENT

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

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

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

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

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

4. Binding Effect and Enforcement Costs. This Easement Deed and Agreement, with the burdens it imposes, is binding upon and will run with the Easement Property forever, and is forever enforceable against Grantor and its representatives, successors, and assigns in the Easement Property for the benefit of Grantee and its representatives, successors and assigns. In the event any party or its representative, successor, or assign seeks to enforce its rights hereunder through litigation, arbitration, or administrative proceeding, the non-prevailing party shall pay to the prevailing party, as part of any judgment, order, or award, the prevailing party's reasonable attorneys' fees and costs.
5. Effective Date. The rights granted and obligations assumed in this Easement Deed and Agreement are effective as of June 6, 2016 ("Effective Date").
6. Time of Exercise of Rights. It is mutually agreed by and between the parties that Grantee may commence the exercise of its right to the use of the Windsor Easement as of the Effective Date, or it may postpone the exercise of all or some part of its rights hereunder to some future time.
7. Entire Agreement. This Easement Deed and Agreement embodies the entire understanding and agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior negotiations, understanding or agreements regarding that subject matter. No additional or different oral representation, promise, or agreement will be binding on any party with respect to the subject matter of this Easement Deed and Agreement.
8. Captions for Convenience. All headings and captions herein are for convenience only and have no meaning in the interpretation or effect of this Easement Deed and Agreement.

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

*[Signatures on following page]*

GRANTOR:  
CARESTREAM HEALTH, INC.

GRANTEE:  
TOWN OF WINDSOR

  
\_\_\_\_\_  
Richard J. Jebo  
Chief Supply Chain and Logistics Officer

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

Date: 5/24/16

Date: \_\_\_\_\_

STATE OF NEW YORK    )  
  ss.  
COUNTY OF MONROE    )

The foregoing instrument was acknowledged before me this 24 day of MAY, 2016, by Richard J. Jebo, Chief Supply Chain and Logistics Officer of Carestream Health, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires SEPT. 30, 2018.

  
\_\_\_\_\_  
Notary Public



STATE OF COLORADO    )  
  ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Kristie Melendez, Mayor of the Town of Windsor, a Colorado home rule municipality.

Witness my hand and official seal.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT 1**  
**Windsor Easement**

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

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

THENCE South 89°42'22" West along the South line of the Northeast ¼ of the Northeast 1/4 of said Section 34 a distance of 1191.12 feet to the Northeast Sixteenth corner of said Section 34;

THENCE South 89°42'22" West along the South line of the Northwest ¼ of the Northeast 1/4 of said Section 34 a distance of 119.00 feet to the **POINT OF BEGINNING**;

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

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

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

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

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

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

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

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

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

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

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

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

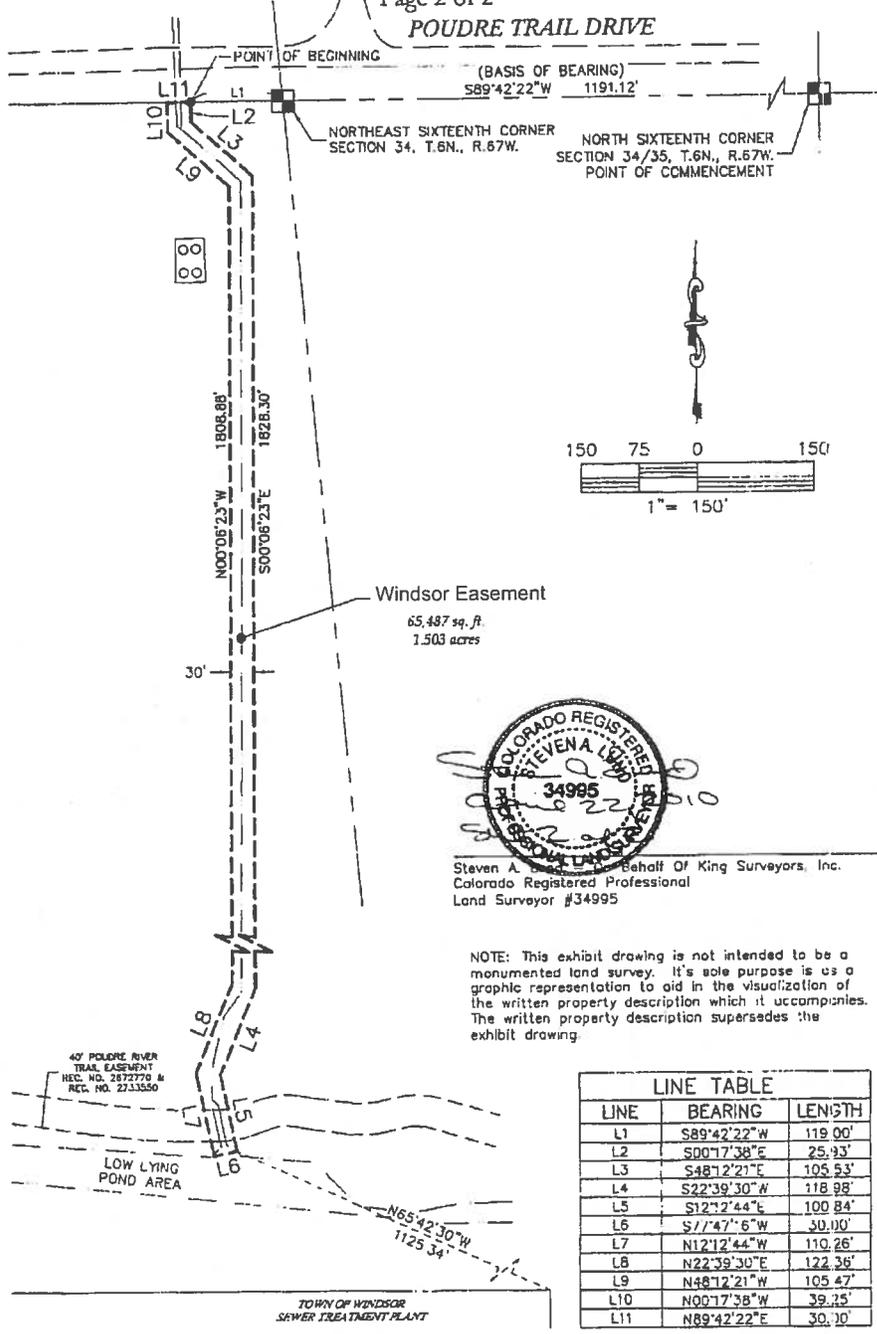
Said described parcels contain 65,487 sq. ft. or 1.503 acres, more or less.

EXHIBIT

SECTION 34, T.6N., R.67W.

Page 2 of 2

POUDRE TRAIL DRIVE



Windsor Easement  
65,487 sq. ft.  
1.503 acres



Steven A. Lind, Behalf Of King Surveyors, Inc.  
Colorado Registered Professional  
Land Surveyor #34995

NOTE: This exhibit drawing is not intended to be a monumented land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

| LINE | BEARING     | LENGTH  |
|------|-------------|---------|
| L1   | S89°42'22"W | 119.00' |
| L2   | S00°17'38"E | 25.93'  |
| L3   | S48°12'21"E | 105.53' |
| L4   | S22°39'30"W | 118.98' |
| L5   | S12°12'44"E | 100.84' |
| L6   | S71°47'6"W  | 30.00'  |
| L7   | N12°12'44"W | 110.26' |
| L8   | N22°39'30"E | 122.36' |
| L9   | N48°12'21"W | 105.47' |
| L10  | N00°17'38"W | 39.25'  |
| L11  | N89°42'22"E | 30.10'  |



**KING SURVEYORS, INC.**  
650 E. Garden Drive | Windsor, Colorado 80550  
phone: (970) 686 5011 | fax: (970) 686 5821  
www.kingsurveyors.com

PROJECT NO: 2010019  
DATE: 4/22/2010  
CLIENT: KODA-CARES/TREAM  
DWG: 2010019EXH-E-SMT  
DRAWN: CSK CHECKED: SAL

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT is dated the 6 day of June, 2016, by and between Carestream Health, Inc., a Delaware Corporation (“Carestream”), and the Town of Windsor, a Colorado home rule municipality (“Town”).

WHEREAS, Carestream and the Town have entered into an Agreement dated March 28, 2016, and amended on May 24, 2016, pursuant to which Carestream will convey to Town all of Carestream’s right, title, and interest in and to the Davis and Consolidated Law Seepage Ditch Water Right System (“Water Right”), the Davis Seepage Ditch, and that portion of the Consolidated Law Ditch used to carry water available to the Water Right, including the associated water diversion, carriage, storage, and transmission facilities, and the other improvements or appurtenances owned by Carestream and used in connection with the Water Right (“Davis and Law Agreement”); and

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

WHEREAS, pursuant to the Davis and Law Agreement, on June 6, 2016, Carestream conveyed to Town its interest in the Water Right, the Davis Seepage Ditch, and that portion of the Consolidated Law Ditch used to carry water available to the Water Right, including the associated water diversion, carriage, storage, and transmission facilities, and the other improvements or appurtenances owned by Carestream and used in connection with the Water Right; and

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

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

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

Town hereby accepts the foregoing assignment as of June 6, 2016, and as of such date hereby assumes the performance of all of Carestream's obligations arising under the 1919 Agreement on or after June 6, 2016.

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

*[Signatures on following page]*

CARESTREAM HEALTH, INC.

TOWN OF WINDSOR

Richard J. Jebo  
Chief Supply Chain and Logistics Officer

Kristie Melendez  
Mayor

STATE OF NEW YORK )

ss.

COUNTY OF MONROE )

The foregoing instrument was acknowledged before me this 24 day of MAY, 2016, by Richard J. Jebo, Chief Supply Chain and Logistics Officer of Carestream Health, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires SEPT. 30, 2018.

Notary Public



STATE OF COLORADO )

ss.

COUNTY OF WELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Kristie Melendez, Mayor of the Town of Windsor, a Colorado home rule municipality.

Witness my hand and official seal.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## DRY-UP COVENANT

This Dry-up Covenant ("Covenant") is made and entered into on this 6 day of June 2016, by and between Carestream Health, Inc., a Delaware corporation (hereinafter, "Grantor"), and the Town of Windsor, Colorado, a Colorado home rule municipality (hereinafter, "Grantee").

### WITNESS:

WHEREAS, on June 6, 2016, Grantor conveyed to Grantee all of its right, title and interest in and to the water right decreed to the Davis and Consolidated Law Seepage Ditch Water Right System as decreed in Civil Action 11217 in the District Court for Larimer County, State of Colorado, on September 10, 1953, which decree was recorded on May 27, 1954 as Reception No. 1182310, Book 1392 Pages 1-5, in the books and records of the Weld County Clerk and Recorder ("Water Right"); and

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

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

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

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

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

1. Grantor covenants for itself and all subsequent owners of the Property that, upon expiration or termination of the Lease according to its terms, Grantor and its

successors and assigns no longer will irrigate the Property with water attributable to the Water Right. The purpose of this covenant is to ensure that the amount of transferable consumptive use attributable to the Water Right is not impaired by continuing irrigation of the Property with the Water Right following any Change in Use.

2. All subsequent owners of the Property shall take any action necessary to eliminate any continuing consumptive use of water attributable to use of the Water Right for irrigation purposes on the Property, as may be determined and/or required by the Water Court in any Change in Use in order that the consumptive use associated with the Water Right may be applied to beneficial use.
3. Grantor hereby grants to Grantee a non-exclusive perpetual easement for the purpose of access to and over the Property as may be necessary to take actions to effectuate and enforce this Covenant, including but not limited to the conducting of any monitoring or testing activity that may be required by the State Engineer or by any court or tribunal of competent jurisdiction to enforce this Covenant.
4. This Covenant does not and will not prohibit or limit, and is not to be construed as prohibiting or limiting, subsequent owners of the Property from irrigating the Property as follows: (1) with water available and attributable to Grantor's shares in the Whitney Ditch Company; (2) with water rights which may in the future be transferred to the Property and approved for such use through a subsequent appropriate Water Court proceeding; (3) with water from well(s) which are authorized to pump pursuant to a Water Court-approved plan for augmentation; (4) with water which is non-tributary water to the South Platte River or its tributaries; or (5) with water supplied by a municipality or water district. Unless the Property is so irrigated by one of the sources described in the preceding sentence, Grantor hereby covenants that the Property will not be planted with crops which are capable of extending roots into the underlying groundwater, including but not limited to alfalfa.
5. Grantor is and will remain entitled to use the Property for any purpose not inconsistent with this Covenant.
6. The Covenant is for the benefit of Grantee and its successors and assigns in and to the Water Right.
7. This Covenant may be enforced by the Grantee and its successors and assigns in and to the Water Right.

8. The terms, conditions, covenants, burdens and benefits set forth herein are intended to be and are real covenants burdening the Property for the benefit of Grantee and Grantee's successors and assigns in ownership of the Water Right, running with the Property, and being enforceable against Grantor and its successors and assigns in ownership of the Property for the benefit of the Grantee and its successors and assigns in ownership of the Water Right.
9. The terms and conditions of this Covenant and the real covenants given and easement granted herein are perpetual and will not expire unless specifically released in writing by Grantee or its successor or assign in ownership of the Water Right.
10. Grantee shall record this Covenant in the real property records of the Weld County Clerk and Recorder.

*[Signatures on following page]*



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

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

THIS Agreement for Lease of Davis and Consolidated Law Seepage Ditch Water ("Lease") is made and entered into this 6 day of June, 2016, by and between the Town of Windsor, a Colorado Home Rule Municipality, the mailing address of which is 301 Walnut Street, Windsor, Colorado 80550 ("Town"), and Carestream Health Inc., a Delaware corporation, the mailing address of which is 200 Howard Smith Avenue West, Windsor, Colorado 80550 ("Carestream").

**RECITALS**

WHEREAS, Town and Carestream have entered into an agreement dated March 28, 2016, as amended on May \_\_\_\_, 2016, for Carestream's conveyance of the Davis and Consolidated Law Seepage Ditch Water Right System to Town ("Davis and Law Agreement"); and

WHEREAS, pursuant to the Davis and Law Agreement, on June 6, 2016, Carestream conveyed to Town all of its right, title and interest in and to the water right decreed to the Davis and Consolidated Law Seepage Ditch Water Right System in Civil Action 11217 in the District Court for Larimer County, State of Colorado, on September 10, 1953, which decree was recorded on May 27, 1954 as Reception No. 1182310, Book 1392 Pages 1-5, in the books and records of the Weld County Clerk and Recorder ("Water Right"); and

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

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

**AGREEMENT**

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

1. Recitals. The above recitals are incorporated herein.
2. Leased Water. Town agrees to lease to Carestream the Water Right and use of the water therefrom for the irrigation of approximately 680 acres in Sections 26, 27, 34 and 35 of

Township 6 North, Range 67 West of the 6<sup>th</sup> P.M. in Weld County, Colorado (the "Irrigated Property").

3. Lease Term. This Lease will be for a term of 99 years beginning as of June 6, 2016, the date of closing under the Davis and Law Agreement.

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

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

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

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

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

of days water from the Water Right was used; and (iv) the crops grown (including acreage amounts for each crop).

9. Default and remedies.

A. Default by Carestream. If Carestream defaults in performing its obligations under this Agreement, Town may elect to (i) waive the default; or (ii) terminate this Agreement. Prior to enforcing either of its remedies hereunder, Town shall give Carestream written notice of default specifying (i) the particular obligation(s) for which Town believes Carestream to be in default, and (ii) Town's particular reasons for that belief. Carestream shall have thirty calendar days to demonstrate that it is not in default, or to cure such default, before Town takes further action to enforce its remedies hereunder.

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

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

If to Town, to:

Town Manager  
301 Walnut Street  
Windsor, CO 80550  
[karnold@windsorgov.com](mailto:karnold@windsorgov.com)

If to Carestream, to:

Chris Schmachtenberger  
Director, MFAPS Media Manufacturing  
Carestream Health, Inc.  
200 Howard Smith Avenue W.  
Windsor, CO 80550  
[cschmachtenberger@carestream.com](mailto:cschmachtenberger@carestream.com)

11. Force Majeure. Neither party shall be liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Lease under such circumstances. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of likelihood or actual occurrence of the event described herein.

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

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

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

15. Assignability. With the exception of the right of Carestream's lessee, transferee, or contractee to use the Water Right for its decreed purpose of irrigation of the Irrigated Property, as described in paragraph 8 above, Carestream may assign its rights and delegate its duties under this Lease without the consent of Town only as part of a sale of the Irrigated Property. When Carestream assigns its right to use water available under this Lease to a lessee, transferee, and/or contractee in accordance with paragraph 8 above, Town shall have no obligations to said lessee, transferee, or contractee, and the following additional terms and conditions will apply: (i) Carestream shall promptly notify Town of any such assignment that is other than Carestream's lease with Dale Leach and Irrigation Water Agreement with Eastman Kodak Company ("Kodak") that exist on the date of execution of this Lease; (ii) Carestream will

retain all obligations and rights under this Lease; (iii) Carestream's agreement with its lessee, transferee, or contractee other than Dale Leach or Kodak must provide for the lessee's, transferee's, or contractee's assumption of Carestream's duties and obligations hereunder, including responsibility for beneficially using the Water Right consistent with this Lease and complying with the reporting requirement described in paragraph 8; and (iv) a copy of the lease, transfer, or contract document must be furnished to Town within thirty days after the execution of any such agreement.

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

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

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

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

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

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

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

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

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

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

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

*[Signatures on following page]*

CARESTREAM HEALTH, INC.

TOWN OF WINDSOR

[Signature]  
Richard J. Jebo  
Chief Supply Chain and Logistics Officer

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

STATE OF NEW YORK )

ss.

COUNTY OF MONROE )

The foregoing instrument was acknowledged before me this 24 day of MAY, 2016, by Richard J. Jebo, Chief Supply Chain and Logistics Officer of Carestream Health, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires SEPT. 30, 2018.

[Signature]  
Notary Public



STATE OF COLORADO )

ss.

COUNTY OF WELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Kristie Melendez, Mayor of the Town of Windsor, a Colorado home rule municipality.

Witness my hand and official seal.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



## MEMORANDUM

**Date:** June 13, 2016  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
Scott Ballstadt, AICP, Director of Planning  
**From:** Josh Olhava, AICP, Senior Planner  
**Subject:** Site Plan Presentation – Diamond Valley Subdivision 6<sup>th</sup> Filing, Lot 1 and 4<sup>th</sup> Filing, Lot 2 – Windsor Charter Academy expansion – Tom Roche, Roche Constructors, applicant  
**Location:** 680 Academy Court  
**Item #:** C.5.

### **Background:**

The applicant, represented by Roche Constructors, is proposing a site expansion at the current Windsor Charter Academy, located in the Diamond Valley Subdivision. The site is zoned Limited Industrial (I-L) and surrounded by other industrial users and the Town's Diamond Valley Park.

Site expansion characteristics include:

- an approximately 6,276-square foot, single-story expansion that will include four additional class rooms;
- building materials to match the existing building with split-faced CMU blocks and metal siding;
- 76 new parking spaces located 1 ½ block south; and
- a drop-off/pick-up site located with the 76 new parking spaces.

The applicant was required to complete a traffic study due to the high traffic volumes during morning and afternoon hours at the school. Complaints have been received by the Town regarding the existing conditions with cars backing up into SH 257 and blocking business accesses along E. Garden Drive. The traffic study recommends certain on- and off-site improvements, as well as administrative procedures to reduce the school's traffic congestion issues. Staff has been working with the applicant and their representatives to incorporate all of the recommendations. Staff has also included specific development agreement language for the administrative procedure recommendations and ongoing evaluation.

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

**Conformance with Comprehensive Plan:** The Comprehensive Plan does not address site level detail such as this application.

**Conformance with Vision 2025:** The proposed application is consistent with the Education chapter of the Vision 2025 document.

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

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

**Enclosures:** Application materials  
Staff PowerPoint  
Draft Planning Commission minutes

pc: Ms. Rebecca Teeples, Windsor Charter Academy, applicant  
Mr. Tom Roche, Roche Constructors, applicant's representative



# LAND USE APPLICATION

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

**2**

**APPLICATION TYPE:**

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

**SUBTYPE:**  
(for Major Subdivisions and Site Plans only)

- Preliminary
- Final
- Qualified Commercial/Industrial

**Project Name\*:** Windsor Charter Academy Expansion  
**Legal Description\*:** Diamond Valley 3rd Lt 9 & Diamond Valley 6th Lt 1  
**Address/Location\*:** 680 Academy Ct  
**Existing Zoning:** \_\_\_\_\_ **Proposed Zoning:** \_\_\_\_\_

**3**

**OWNER:**

Name(s)\*: Windsor Charter Academy  
 Company: \_\_\_\_\_  
 Address\*: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Email\*: \_\_\_\_\_

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

Name\*: Roche Constructors  
 Company: \_\_\_\_\_  
 Address\*: 361 71st Ave Greeley  
 Phone #: 356-3611 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: Thomas Roche Date: 7/30/16  
 (Proof of owner's authorization is required with submittal if signed by Applicant)  
 Print Name: THOMAS ROCHE \*Required fields



**COLORADO**

**1** Land use applications shall include all items listed in the application submittal checklist or Windsor Municipal Code. The Town of Windsor Planning Department reserves the incomplete submittals. The application fee and all associated materials are to be provided. 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\*: WCA School addition

Legal Description\*: Diamond Valley 3rd Lt 9 & Diamond Valley 6th Lt 1

Address/Location\*: 680 Academy Ct

Existing Zoning: I-L Proposed Zoning: Same

**3**

**OWNER:**

Name(s)\*: Windsor Charter Academy

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

Address\*: 680 Academy Ct

Phone #: 970-674-5020 Email\*: \_\_\_\_\_

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

Name\*: Roche Constructors

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

Address\*: 361 71st Ave

Phone #: 356-3611 Email\*: lennyw926@yahoo.com

**AUTHORIZED REPRESENTATIVE:**

Name: Leonard Wiest

Company: Roche Constructors

Address: 361 71st Ave

Phone #: 970 381-6696 Email: lennyw926@yahoo.com

**4** All correspondence will only be sent to those listed above. It is the sole responsibility of distribute correspondence to other applicable parties.  
I hereby denote and state under the penalties of perjury that all statements presented

# **Windsor Charter Academy**

## **Classroom Addition**

**This administrative site plan addition is to add 4 classrooms to the north side of the existing school.**

**These classrooms will be for an additional 60-65 students adding 6,276 sq ft to the existing school. Some grass and small shrubs will be removed as well as some concrete walkways.**

**An additional lot has been acquired by the school for parking and drop off and pick up staging as shown in the traffic study.**

**Leonard Wiest**

**970.381.6696**

**SITE PLAN PRESENTATION**  
**DIAMOND VALLEY SUBDIVISION**  
**6<sup>TH</sup> FILING, LOT 1**  
**4<sup>TH</sup> FILING, LOT 2**  
**(WINDSOR CHARTER ACADEMY EXPANSION)**

Josh Olhava, AICP  
Senior Planner  
June 13, 2016

# ADMINISTRATIVE SITE PLAN

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Article VIII of Chapter 17 of the Municipal Code outlines the purpose and procedures of the Administrative Site Plan process such that:

## **Sec. 17-8-10. Intent**

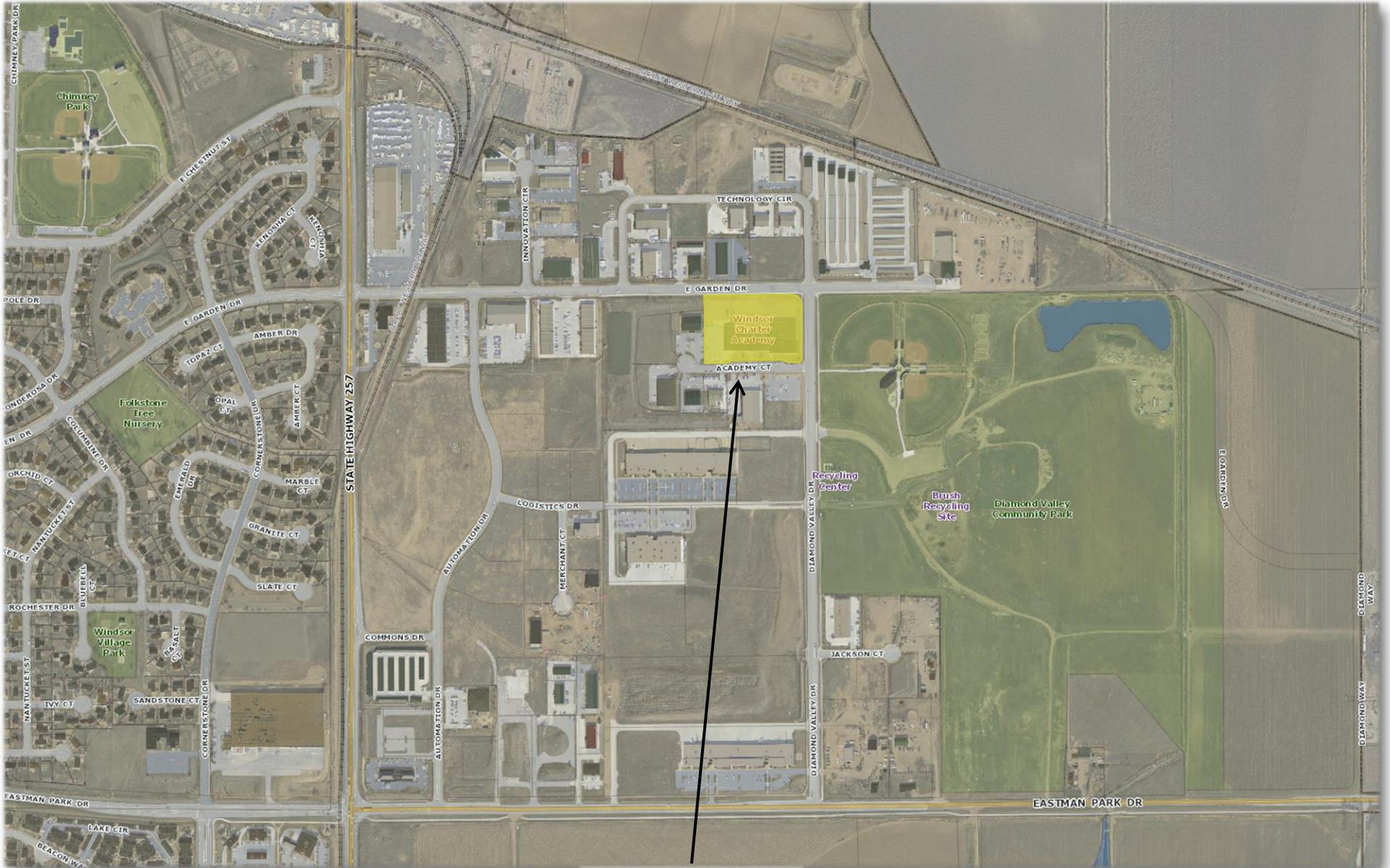
*“The intent of an administrative site plan is to ensure that the existing neighborhood character is preserved and/or enhanced and to minimize possible detrimental uses.”*

## **Sec. 17-8-20. Purpose**

(1)c. *“Change in an approved administrative site plan when the change involves the conditions listed below or such other conditions which significantly change, modify or alter an approved administrative site plan:*

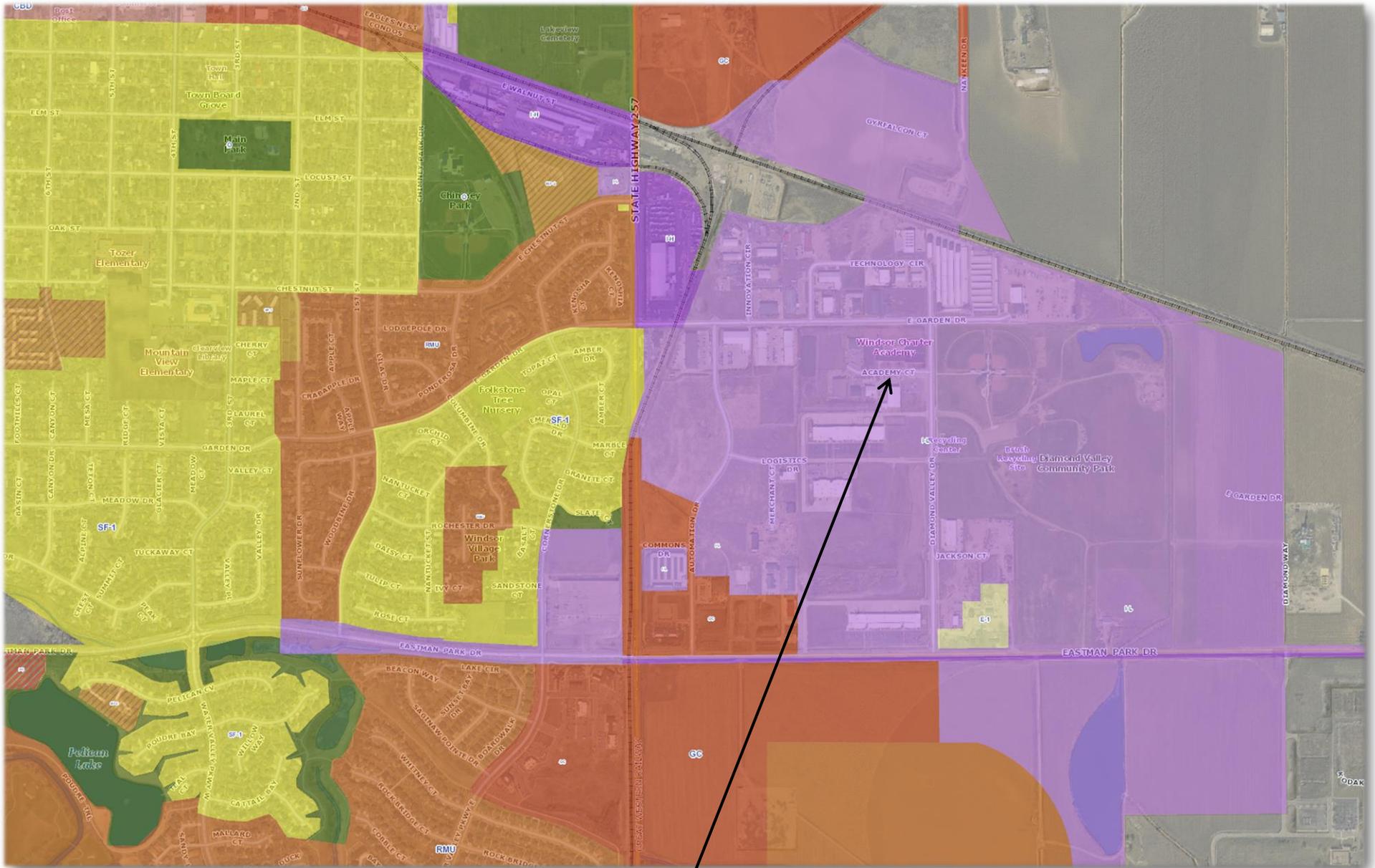
- 1. Building location or size.*
- 2. Parking area.*
- 3. Pedestrian or vehicular circulation.*
- 4. Size or location of landscaping areas.”*

# SITE VICINITY MAP



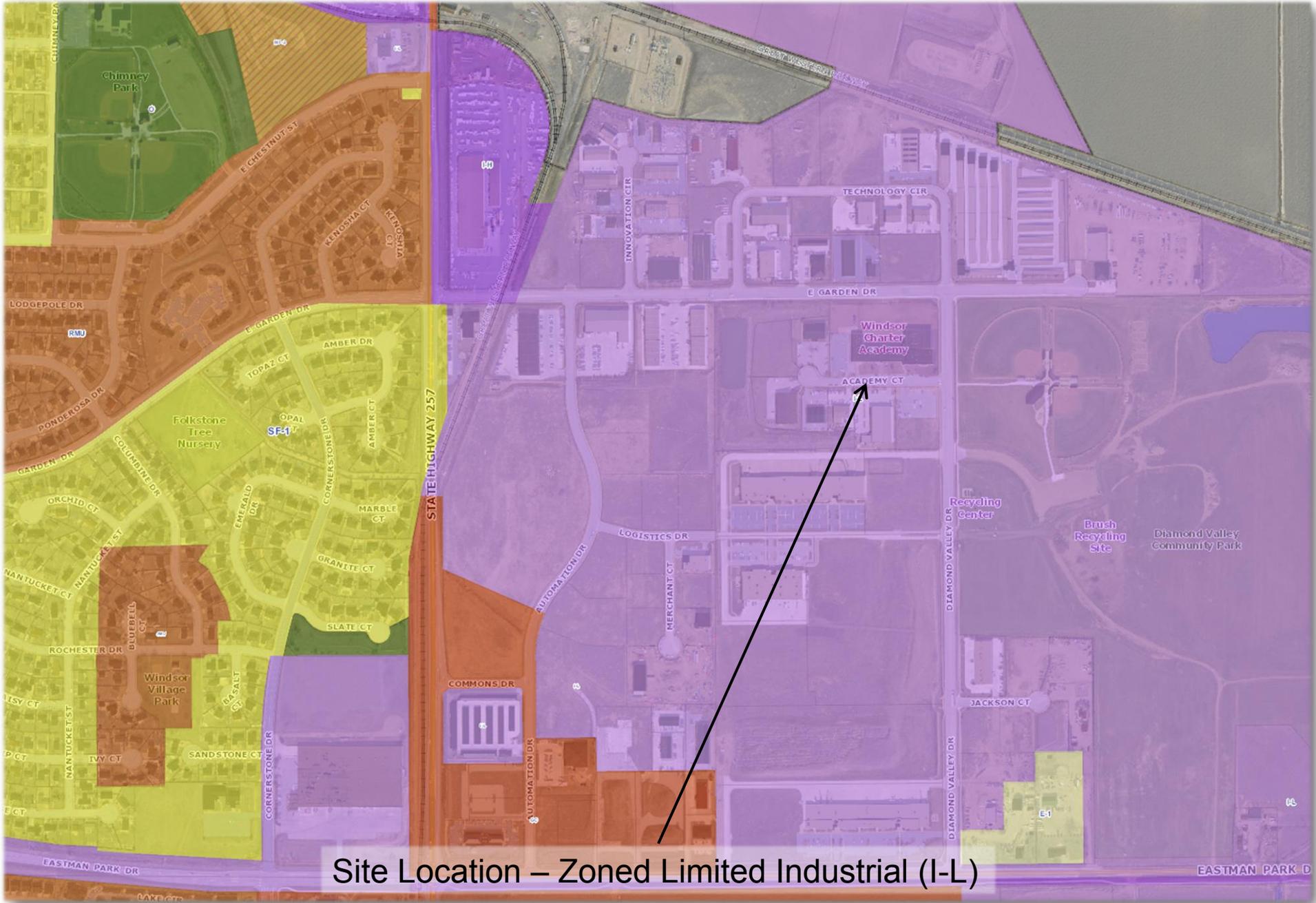
Site Location

# REGIONAL ZONING MAP



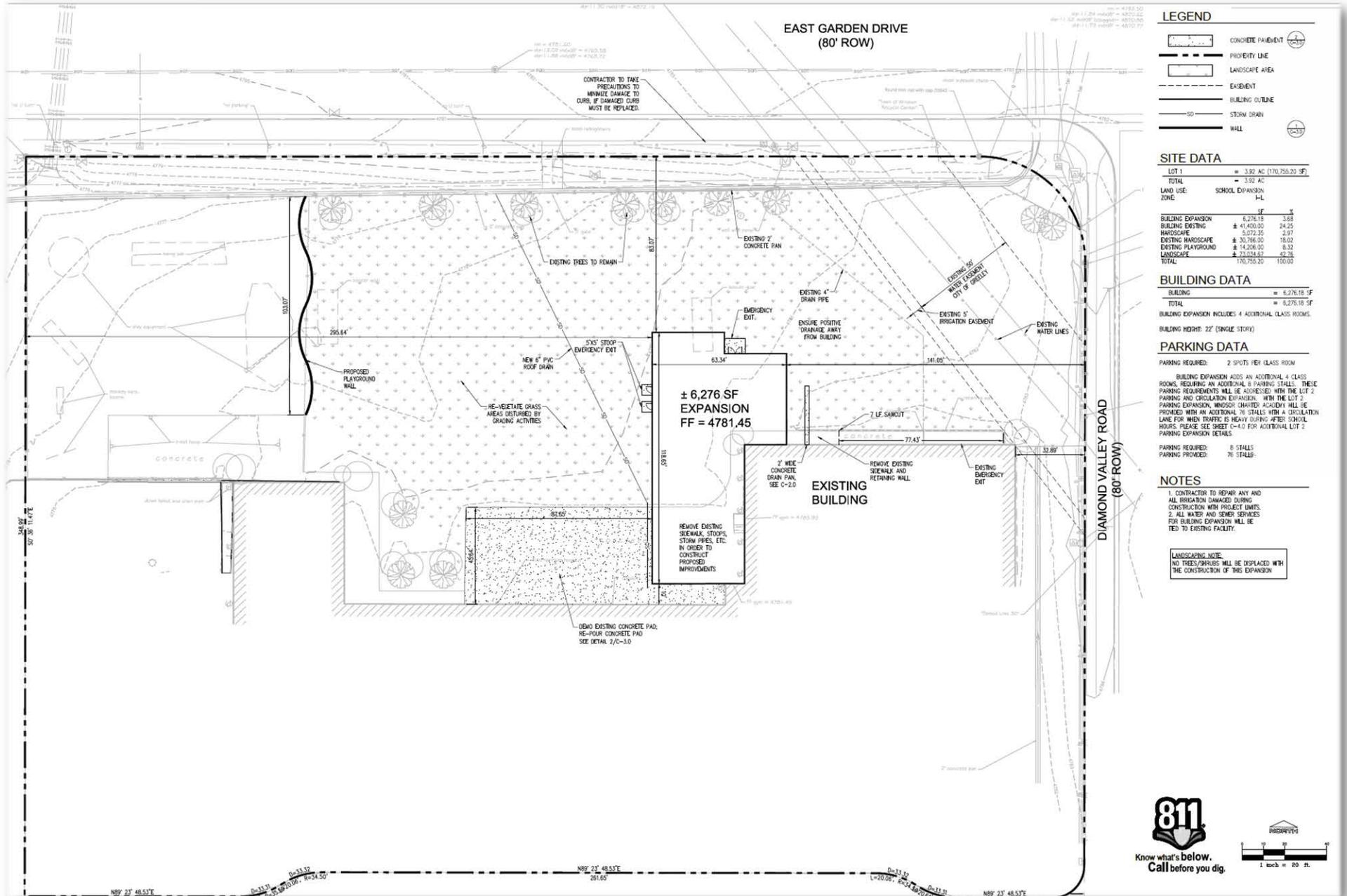
Site Location – Zoned Limited Industrial (I-L)

# SITE PROXIMITY ZONING MAP

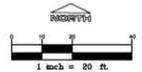


Site Location – Zoned Limited Industrial (I-L)

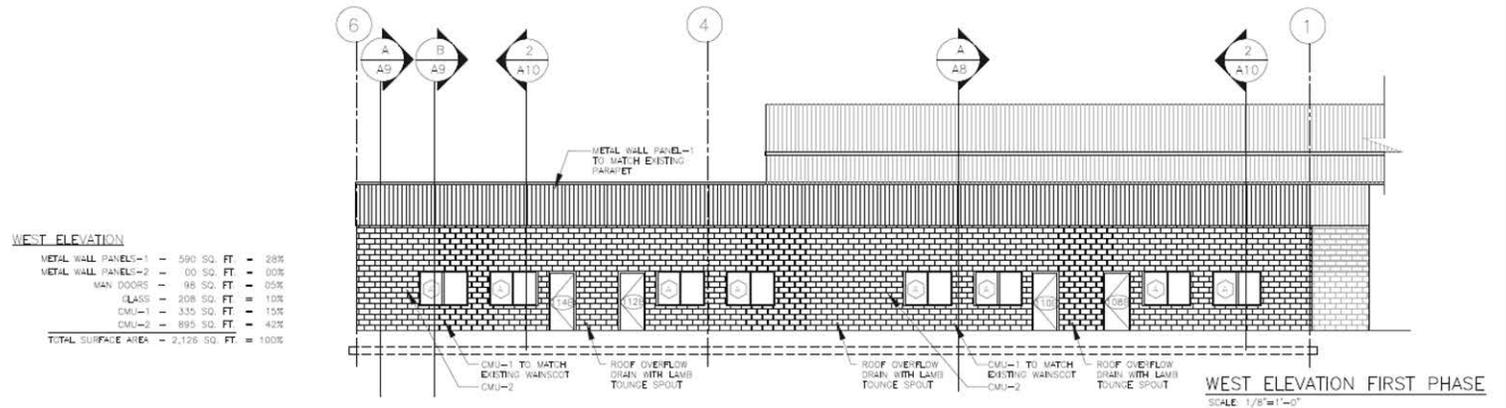
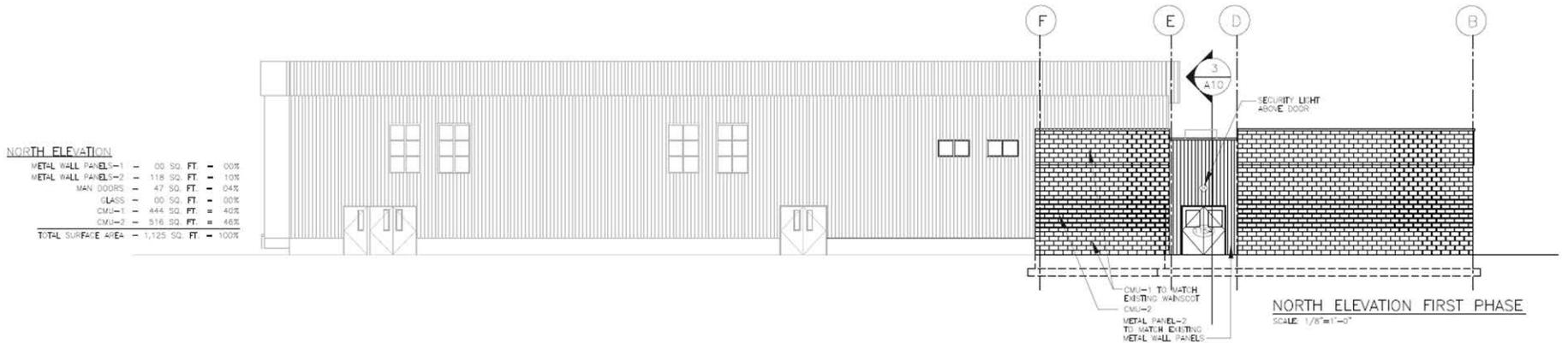
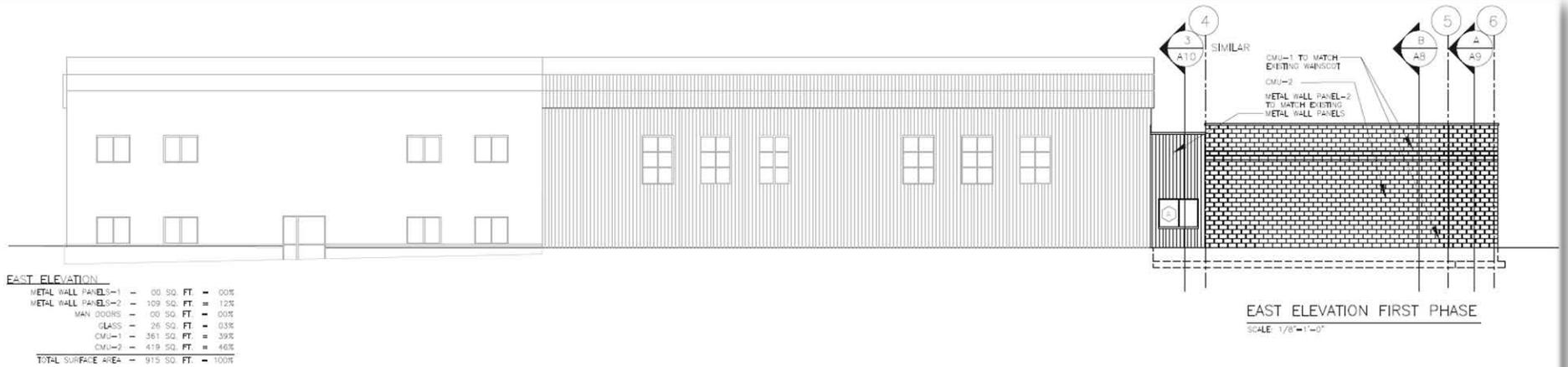
# SITE PLAN



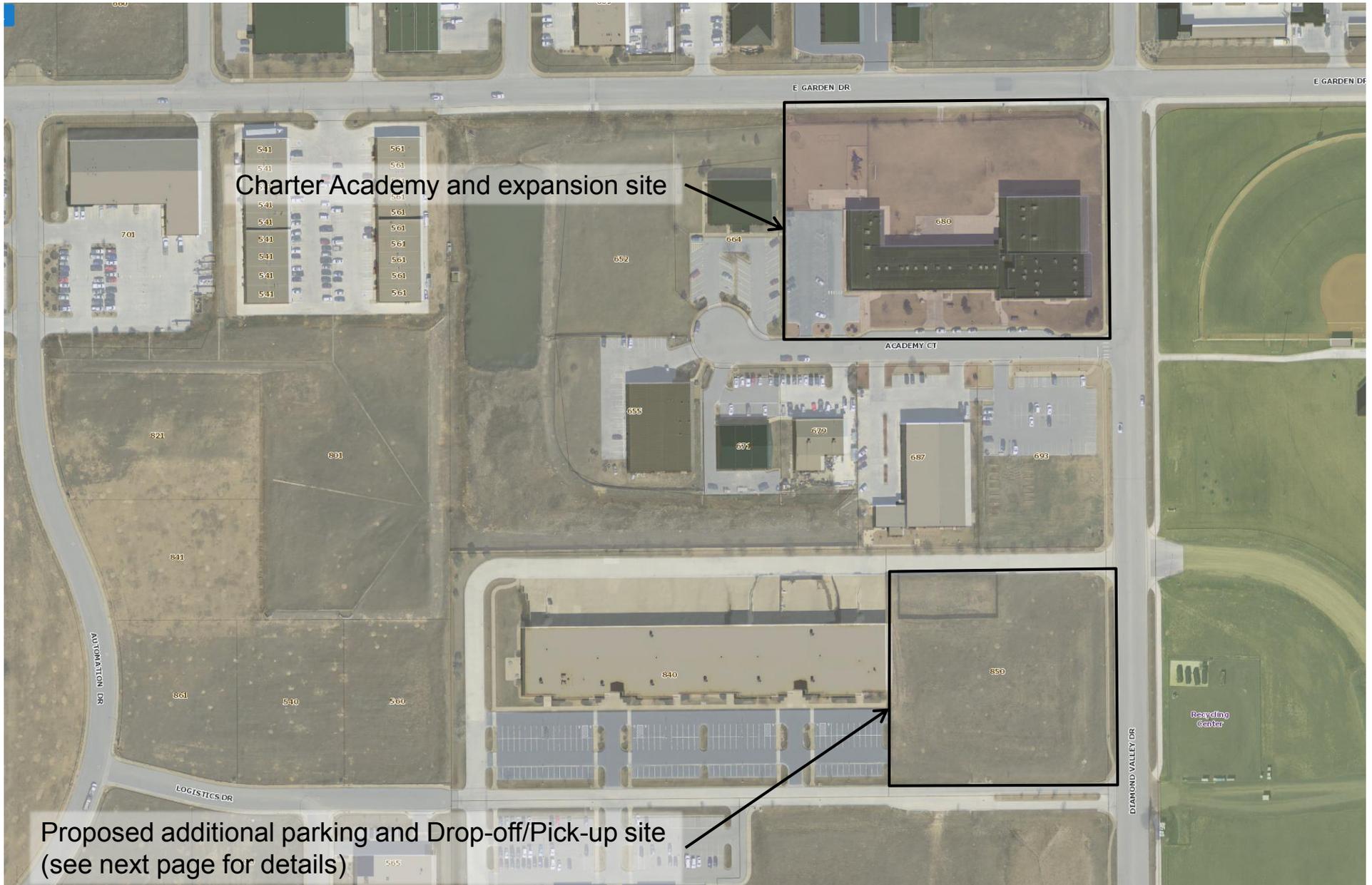
Know what's below.  
Call before you dig.



# ELEVATIONS



# SITE SEPARATION EXHIBIT







**PLANNING COMMISSION REGULAR MEETING**  
June 1, 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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**MINUTES**

**A. CALL TO ORDER**

1. Roll Call

Chairman Schick called the regular meeting of the Windsor Planning Commission to order at 7:02 p.m.

The following Planning Commission members were present:

Gale Schick  
Steve Scheffel  
Doug Dennison  
Charles Schinner  
Jerry Bushelman  
Tim Annable

The following Planning Commissioners were absent:

Victor Tallon  
Ron Harding

Town Board Liaison

Ken Bennett

Also Present: Director of Planning  
Director of Engineering  
Chief Planner  
Senior Planner  
Senior Planner  
Deputy Town Clerk

Scott Ballstadt  
Dennis Wagner  
Carlin Barkeen  
Josh Olhava  
Paul Hornbeck  
Krystal Eucker

2. Review of Agenda by the Planning Commission and Addition of Items of New Business to the Agenda for Consideration by the Planning Commission

**Mr. Scheffel moved to approve the agenda as presented; Mr. Bushelman seconded the motion. Roll call on the vote resulted as follows:**

**Yeas – Schick, Scheffel, Dennison, Schinner, Bushelman, Annable**

**Nays – None**

**Motion carried.**

3. Public Invited to be Heard

Chairman Schick opened the meeting up for public comment to which there was none.

**B. CONSENT CALENDAR\***

1. Approval of the minutes of May 4, 2016

**Mr. Scheffel moved to approve the consent calendar as presented; Mr. Annable seconded the motion. Roll call on the vote resulted as follows:**

**Yeas – Schick, Scheffel, Dennison, Schinner, Bushelman, Annable**

**Nays – None**

**Motion carried.**

### **C. BOARD ACTION**

1. Site Plan Presentation – Diamond Valley Subdivision 4<sup>th</sup> Filing, Lot 2 and 6<sup>th</sup> Filing, Lot 1 – Windsor Charter Academy expansion – Windsor Charter Academy, applicant, Thomas Roche and Leonard Wiest, Roche Constructors, applicant’s representative
  - Staff presentation: Josh Olhava, Senior Planner

Per Mr. Olhava the applicant, represented by Roche Constructors is proposing a site expansion at the current Windsor Charter Academy, located in the Diamond Valley Subdivision. The site is zoned Limited Industrial (I-L) and surrounded by other industrial users and the Town’s Diamond Valley Park.

Site expansion characteristics include:

- an approximately 6,276-square foot, single-story expansion that will include four additional class rooms;
- building materials to match the existing building with split-faced CMU blocks and metal siding;
- 76 new parking spaces located 1 ½ block south; and
- a drop-off/pick-up site located with the 76 new parking spaces.

The applicant was required to complete a traffic study due to the high traffic volumes during morning and afternoon hours at the school. Complaints have been received by the Town regarding the existing conditions with cars backing up into SH 257 and blocking business accesses along East Garden Drive. The traffic study recommends certain on- and off-site improvements, as well as administrative procedures to reduce the school’s traffic congestion issues. Staff has been working with the applicant and their representatives to incorporate all of the recommendations. Staff has also included specific development agreement language for the administrative procedure recommendations and ongoing evaluation.

The current presentation is intended for the Planning Commission’s information. Should the Planning Commission have any comments or concerns pertaining to this project, please refer such comments to staff during the presentation so that they may be addressed during staff’s review of the project. The site plan will be reviewed and approved administratively by staff.

The application is consistent with Education chapter of the Vision 2025 document and the Comprehensive Plan does not address site level detail such as this application.

Mr. Schick inquired if the off-site parking lot will be large enough.

Mr. Olhava stated the parking lot consists of 76 spaces.

Eddie Castaneda, Project Manager for Roche Constructors stated the intention is to educate and direct the parents to use the parking lot instead of having vehicles stack up along Garden Drive. With the amount of additional parking spaces and drop off lanes, approximately a half-mile of cars will be taken off the road.

Mr. Schick inquired as to the number of vehicles that rotate through that area for the school. Mr. Castaneda stated it occurs in an approximate 15 minute window but the exact number is unknown at this point.

Mr. Schinner inquired as to the location of the parking area. Mr. Castaneda stated a driveway and Academy Court will need to be crossed to get from the parking lot to the school.

Mr. Schinner inquired as to how many additional students the expansion will accommodate. Mr. Castaneda stated an additional 60 students will be able to attend the Charter School.

Mr. Schinner inquired as to how many students attend the school currently. Mr. Castaneda stated there are approximately 540 students.

Mr. Bushelman inquired if cars will still be stacked on Garden in addition to the parking lot. Mr. Castaneda stated they would also still utilize Garden.

Mr. Scheffel inquired if the parking study dictated the parking lot size. Mr. Olhava stated the Town provided a list of recommendations and suggestions then the applicant designed the parking lot to achieve some of the recommendations.

Mr. Scheffel inquired if the parking lot was associated with the expansion. Mr. Olhava stated the parking lot will be required with the expansion.

Mr. Scheffel inquired is construction has commenced on the expansion. Mr. Olhava stated grading and foundation work has begun on the site.

Mr. Bushelman inquired if there is a standard for the amount of parking spaces per student for educational facilities. Mr. Olhava stated there are requirements for elementary and high school facilities and the parking spaces proposed are above the minimum requirement.

Mr. Bushelman inquired if the parking lot proposed is large enough based on the Planning Department review. Mr. Ballstadt stated elementary schools require two spaces for every classroom. The junior and senior schools require one space for every five students at full capacity. The traffic issue has been pointed out early to the Charter Academy and they propose to educate parents to help alleviate traffic backups. One thing that is being done to ensure the parents will be educated on an annual basis is the inclusion of requirements and language in the development agreement between the Town and the Charter Academy.

Mr. Schinner inquired if staff has looked into how other municipalities have handled this type of situation.

Mr. Ballstadt stated school districts can choose to go through the state for their building permits and inspections and they can in some respects bypass the Town's building permit process, therefore, the Town works cooperatively with school districts. The Town does, however, require review of land use applications such as site plans.

Mr. Schinner inquired if it is the opinion of staff that this is the best use for minimizing traffic.

Mr. Ballstadt stated that locating a school in an industrial park is not ideal and the Charter Academy has limited options short of relocating the school or finding another location for expansion. Although not ideal, the proposal is the best option that has been proposed thus far.

Mr. Bushelman inquired if there is any consideration of multiple drop-off lanes.

Mr. Castaneda stated there are two drop-off lanes.

Mr. Bushelman inquired if parking spots are needed since it is a pick-up and drop-off area.

Mr. Castaneda stated the intent of adding the parking spots was to reduce the traffic on Garden Drive and to give the parents a place to park if they need to.

Mr. Bennett inquired if the school district provides bus services that could be utilized to alleviate any traffic.

Mr. Castaneda stated there is no bus service available.

Mr. Bennett inquired as to the administrative options that are being discussed.

Mr. Castaneda stated the school is looking at staggering times for drop-off and pick-ups.

Mr. Bennett inquired if it is necessary that the four classrooms to be added.

Mr. Ballstadt asked Mr. Castaneda to please have an individual from the Charter Academy present at the Town Board meeting to answer questions.

Mr. Annable inquired if the area in the middle of the parking spaces is landscaping or sidewalk.

Mr. Castaneda stated it is landscaping.

Mr. Annable suggested that could be used as a sidewalk for a safety precaution.

Mr. Schinner inquired what will happen on the half of the lot that is not being used as a parking lot.

Mr. Olhava stated that will be open to a phase two project. As of right now it would probably be native grasses.

Mr. Schinner inquired as to what is preventing the other half of the site from being used to address the traffic flow or parking issue.

Mr. Olhava stated from a staff standpoint there is nothing preventing that but the applicant may have reasons.

2. Site Plan Presentation – Falcon Point Subdivision, Lot 1 – Kraft Kurbing – Craig and Laurie Kraft, applicants

- Staff presentation: Paul Hornbeck, Senior Planner

Per Mr. Hornbeck the applicants, Mr. Craig Kraft and Mrs. Laurie Kraft, are proposing a site development in the Falcon Point Subdivision. The site is zoned Limited Industrial (I-L) and is surrounded by other industrially zoned property.

The development proposal includes:

- 2 new buildings of approximately 9,000 square feet each, including 6 tenant spaces;
- an outdoor storage yard;
- 54 off street parking spaces, including accessible parking space(s); and
- landscaping on approximately 10.5% of the site (in accordance with the Subdivision Agreement)

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

The current presentation is intended for the Planning Commission's information.

Additionally, the applicant is hereby advised via this memorandum that another similar site plan presentation is scheduled on June 13, 2016 for the Windsor Town Board.

#### **D. COMMUNICATIONS**

1. Communications from the Planning Commission

None

2. Communications from the Town Board liaison

Mr. Bennett reminded the Planning Commission of the Strategic Plan meeting on June 6, 2016. Also, the CRC Expansion is on schedule but there had been an issue with the paint on the beams in the aquatic center and that has been resolved.

3. Communications from the staff

Ms. Olhava stated staff is currently working on a code amendment that will be brought before the Planning Commission in the next couple of months. The intent of the code amendment is to eliminate the reference to mylar drawings in the municipal code. Municipalities have been utilizing electronic format and not requiring mylars, in turn saving on costs, staff time and storage space.

Ms. Barkeen informed the Planning Commission of the Labue Annexation public hearing scheduled for July 6, 2016 along with other important items and inquired if any Commissioners will be absent, as a majority of the board will be necessary.

Ms. Barkeen also informed the Planning Commission that a request for proposals is currently being worked on for the major code update/overhaul on Chapters 15, 16 and 17.

Mr. Ballstadt pointed out the copies of the 2016 Comprehensive Plan which he distributed to all of the Planning Commission members in attendance.

**E. ADJOURN**

Upon a motion duly made, the meeting was adjourned at 7:40 p.m.

---

Deputy Town Clerk, Krystal Eucker



## MEMORANDUM

**Date:** June 13, 2016  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
Scott Ballstadt, AICP, Director of Planning  
**From:** Paul Hornbeck, Senior Planner  
**Subject:** Site Plan Presentation – Falcon Point Subdivision, Lot 1 – Kraft Kurbing –  
Craig and Laurie Kraft, applicants  
**Location:** 687 Gyrfalcon Drive  
**Item #:** C.6

### **Background:**

The applicants, Mr. Craig Kraft and Mrs. Laurie Kraft, are proposing a site development in the Falcon Point Subdivision. The site is zoned Limited Industrial (I-L) and is surrounded by other industrially zoned property.

The development proposal includes:

- 2 new buildings of approximately 9,000 square feet each, including 6 tenant spaces;
- an outdoor storage yard;
- 54 off street parking spaces, including accessible parking space(s); and
- landscaping on approximately 10.5% of the site (in accordance with the Subdivision Agreement)

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

### **Conformance with Comprehensive Plan:**

The application is consistent with the following goal and objectives of the Commercial & Industrial Areas Framework Plan of the Comprehensive Plan:

#### **Goal:**

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

#### **Objectives:**

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

### **Conformance with Vision 2025:**

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

**Notification:**

The Municipal Code does not require notification as this item is for presentation purposes

**Recommendation:**

No recommendation as this item is for presentation purposes.

**Enclosures:**

application materials  
staff PowerPoint

pc: Craig & Laurie Kraft, applicants



# 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\*:** Kraft Kurbing  
**Legal Description\*:** Lot 1, Falcon Point Subdivision  
**Address/Location\*:**  
**Existing Zoning:** IL **Proposed Zoning:** IL

**3** **OWNER:**

Name(s)\*: LKCK, LLC  
 Company:  
 Address\*: P.O. Box 392, Windsor, CO 80550  
 Phone #: 970-420-5911 Email\*: ckraft3@gmail.com

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

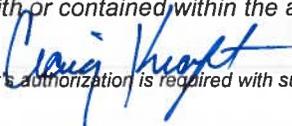
Name\*: Craig & Laurie Kraft  
 Company: Kraft Kurbing  
 Address\*: P.O. Box 392, Windsor, CO 80550  
 Phone #: 970-420-5911 Email\*: ckraft3@gmail.com

**AUTHORIZED REPRESENTATIVE:**

Name: Patricia Kroetch  
 Company: North Star Design, Inc.  
 Address: 700 Automation Drive, Unit I, Windsor, CO 80550  
 Phone #: 970-686-6939 Email: tricia@northstardesigninc.com

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

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

Signature:  Date: 3/30/16  
 (Proof of owner's authorization is required with submittal if signed by Applicant)  
 Print Name: \*Required fields

# **PROJECT NARRATIVE**

## **FALCON POINT SUBDIVISION, LOT 1**

March 22, 2016

The proposed site is approximately 2.7 acres and is located in Falcon Point Subdivision in east Windsor, east of Highway 257. The site is located adjacent to and south of the existing Gyr Falcon Drive and is currently zoned IL (Light Industrial). Each building will be divided into 3 tenant spaces (6 tenants total) with the site owner and primary tenant being Krafts Kurbing. It is intended that the site be developed in one phase. The proposed use will be primarily office, vehicle parking and warehouse with outdoor storage in the southern portion of the site. The outdoor storage will be screened with a fence conforming to the Town of Windsor Standards.

The users for this site are unknown at this point but are anticipated to be small businesses such as electricians, plumbers, landscapers, sign installers and Kraft Kurbing. The total number of employees are unknown but are estimated to be 25-50 for the 6 tenant spaces but some of the tenants will have seasonal business only so the number of employees will fluctuate seasonally. The majority of the traffic generated by this site will be from the employees and occasional deliveries; it is not anticipated that any tenants would have retail or 'walk in' traffic. The anticipated traffic generation estimated to vary from 50-100 trips per day based on some seasonal businesses.

There are 60 parking stalls provided in the paved portion of the site and any employee vehicles in excess of that number will be parked in the fenced in 'outdoor storage' area of the site. All material deliveries will be unloaded in the 'outdoor storage' area of the site.

Each building (total of 2 buildings) will be a single story (64'x144'=9,216 square foot footprint) with a possible office mezzanine in the west portion of the west building with a total building footprint of 18,432 square feet. The buildings will be a wood frame construction with a metal wall panels. A 3' brick wainscot will be located on the front of the building. The 6 main entrances (3 per building) will be located on the north face of the buildings with canopies covering the entry door and there will be twelve overhead doors (6 per building) located on the south side of the buildings. All site lighting will be building mounted, down directional and shielded to prevent light spillage from the site. Refer to the building elevations for additional information regarding building colors and materials.

Access to the site will be provided at two locations from Gyr Falcon Drive. Water and sewer will be provided by the Town of Windsor. Detention is being provided offsite in the detention pond constructed with the overall subdivision improvements.

**SITE PLAN PRESENTATION**  
**FALCON POINT SUBDIVISION**  
**LOT 1**  
**(KRAFT KURBING)**  
**687 GYRFALCON CT**

Paul Hornbeck, Senior Planner  
June 13, 2016

Town Board

Item C.6



# QUALIFIED COMMERCIAL & INDUSTRIAL SITE PLAN

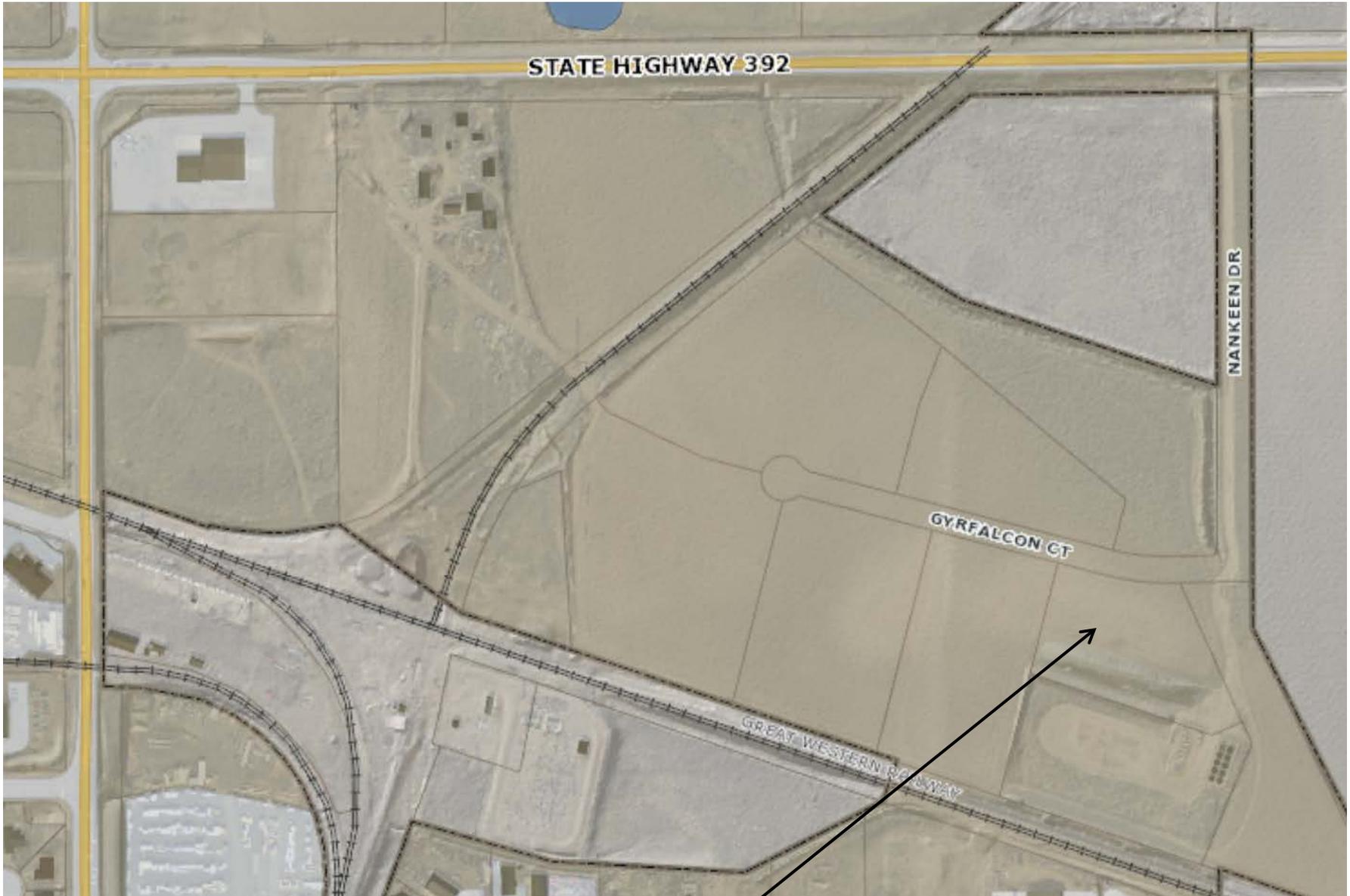
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Article IX of Chapter 17 of the Municipal Code outlines the purposes of the Qualified Commercial & Industrial Site Plan process such that:

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

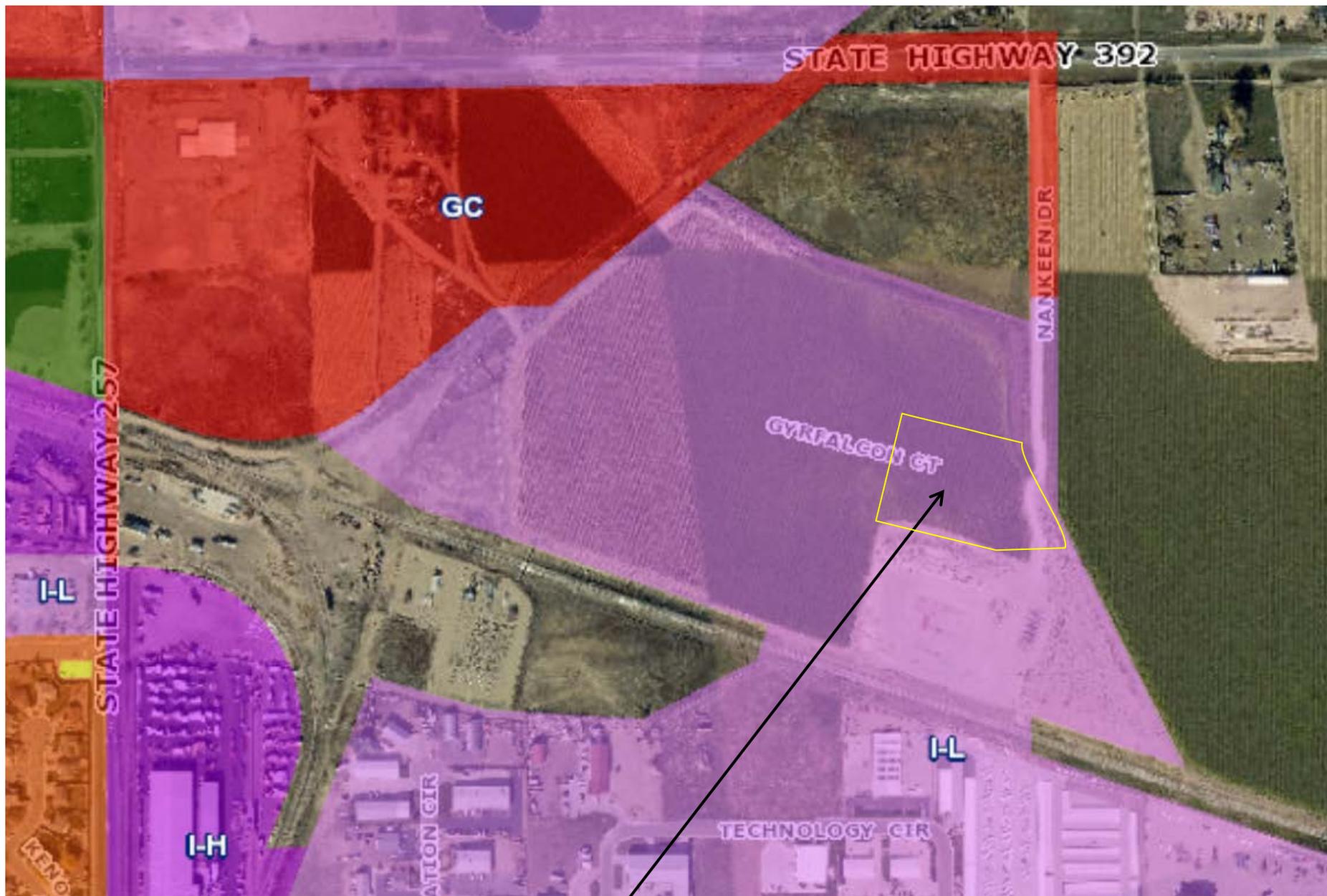
“Commercial and industrial site plans proposed to be developed on lots that have either previously been subdivided or are presently being subdivided as part of a minor subdivision shall qualify for administrative site plan review in accordance with the requirements of this Section.”

# SITE VICINITY MAP



Site Location

# SITE PROXIMITY ZONING MAP



Site Location – Limited Industrial (IL)

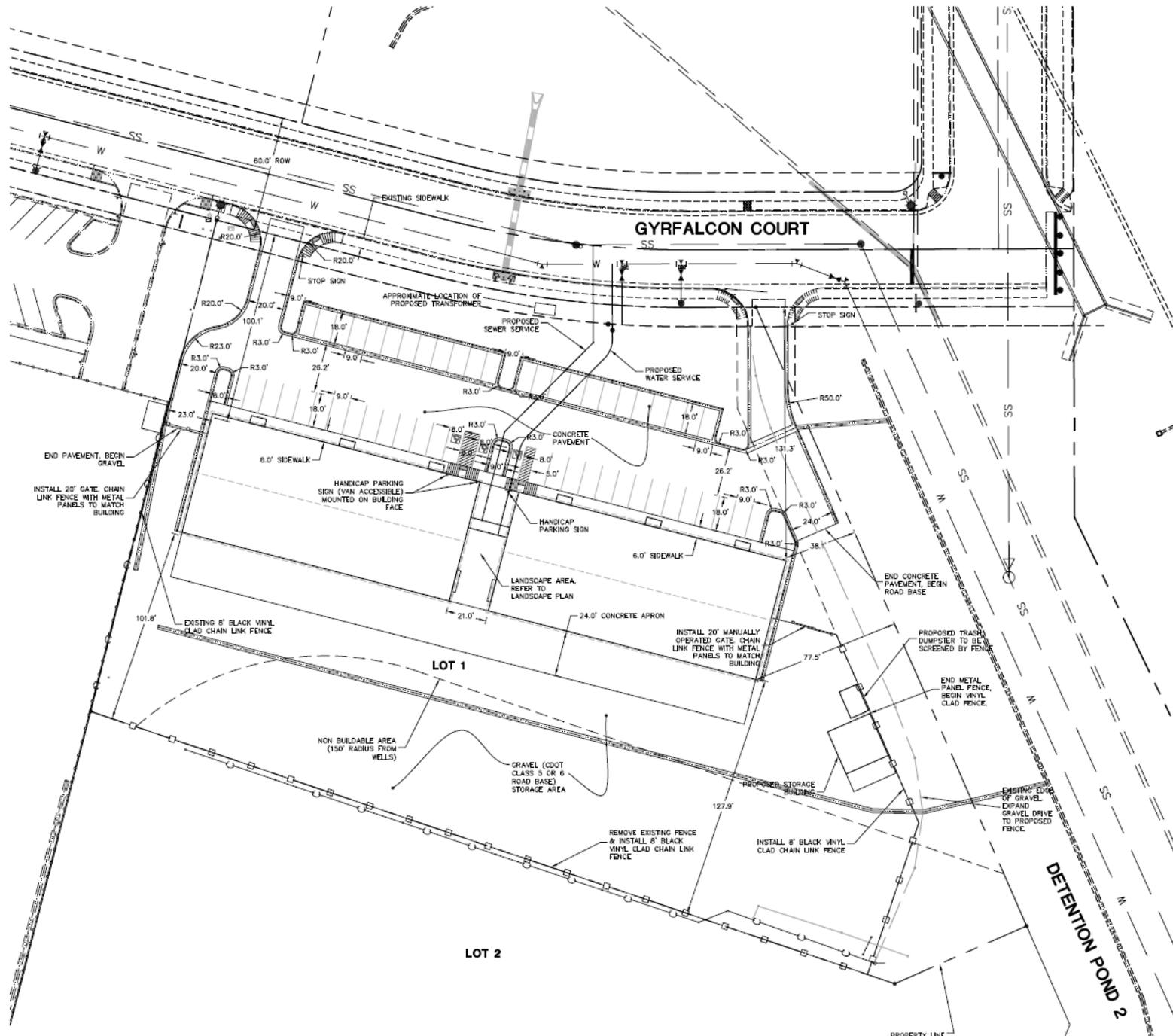


# DEVELOPMENT PROPOSAL

---

- 2 new buildings of approximately 9,000 square feet each, including 6 tenant spaces
- Outdoor storage yard;
- 54 off street parking spaces, including accessible parking space(s); and
- Landscaping on approximately 10.5% of the site (in accordance with the Subdivision Agreement)

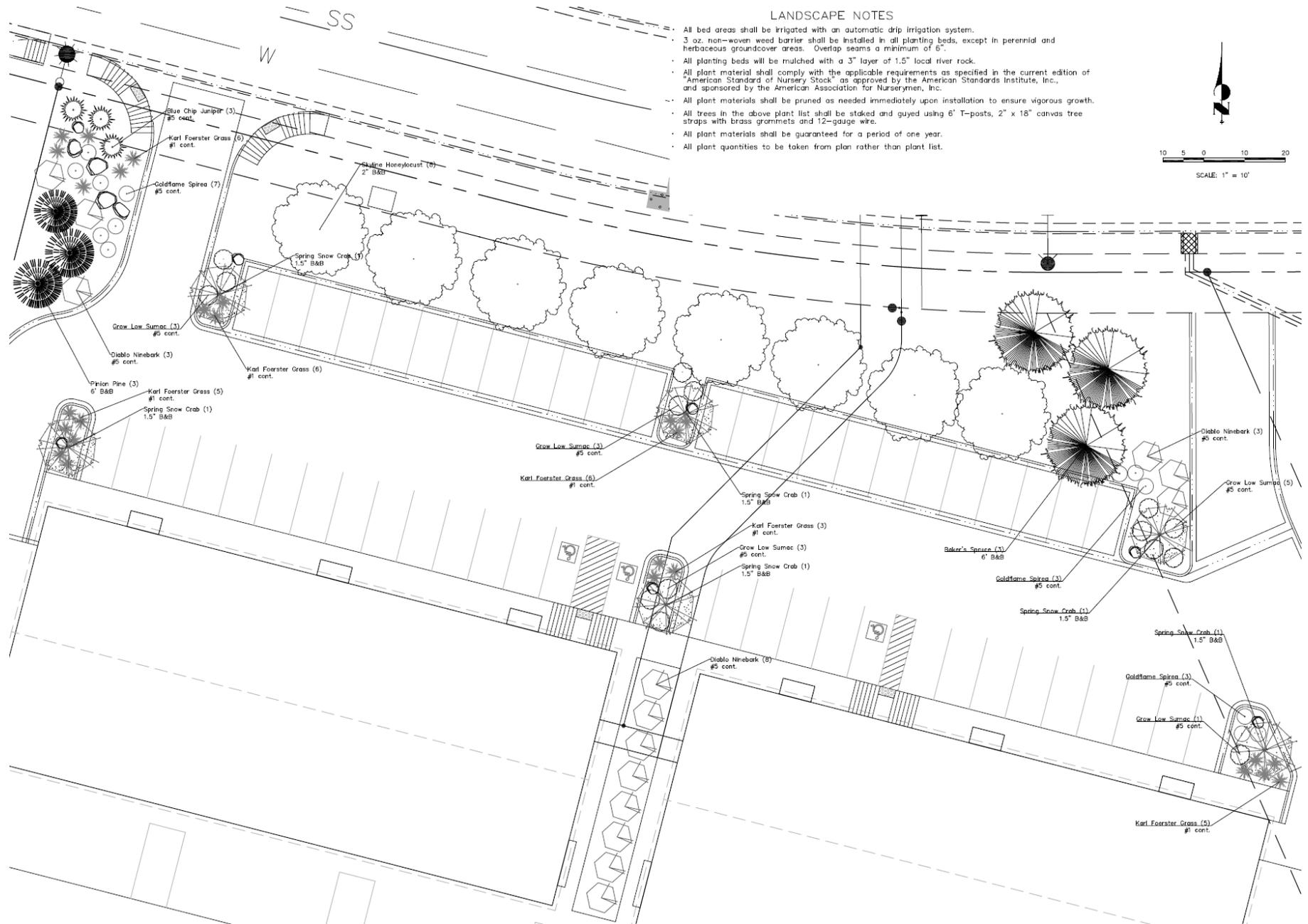
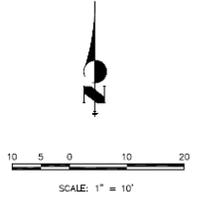
# SITE PLAN



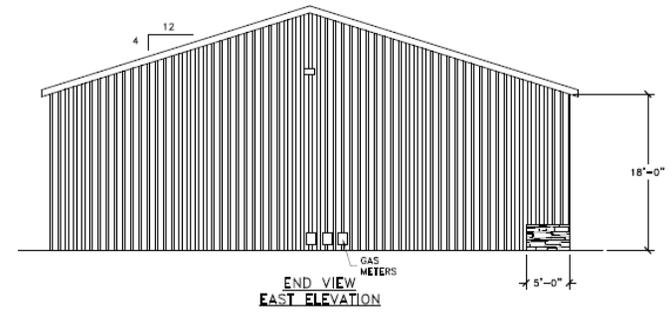
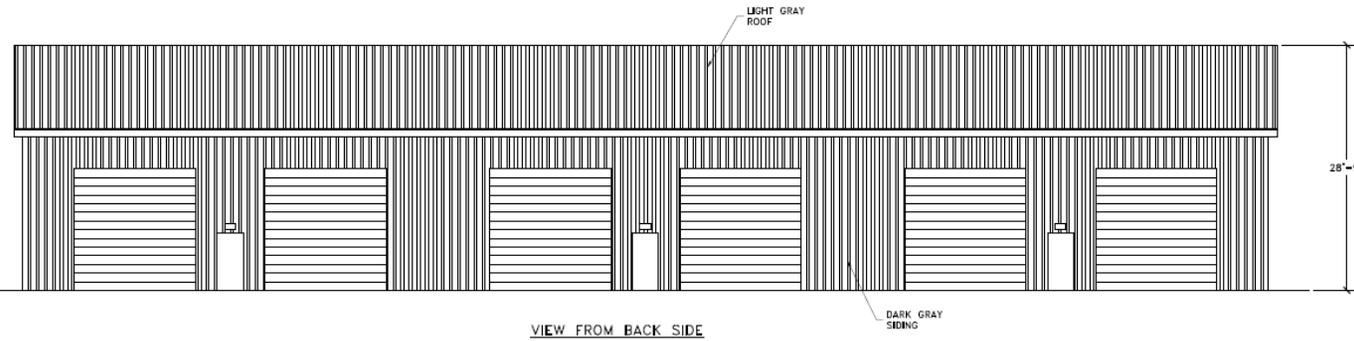
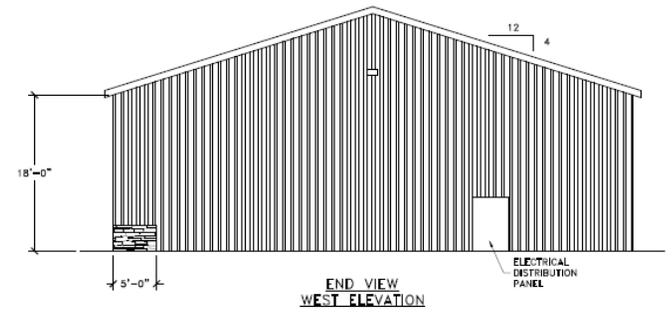
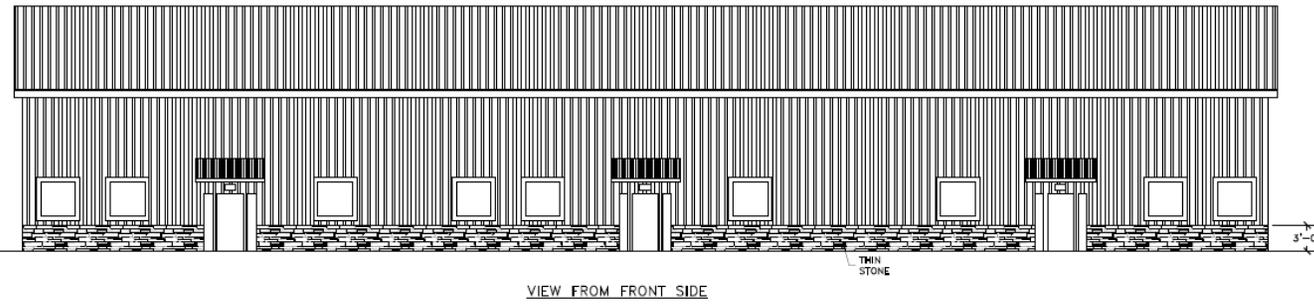
# LANDSCAPE PLAN

## LANDSCAPE NOTES

- All bed areas shall be irrigated with an automatic drip irrigation system.
- 3 oz. non-woven weed barrier shall be installed in all planting beds, except in perennial and herbaceous groundcover areas. Overlap seams a minimum of 6".
- All planting beds will be mulched with a 3" layer of 1.5" local river rock.
- All plant material shall comply with the applicable requirements as specified in the current edition of "American Standard of Nursery Stock" as approved by the American Standards Institute, Inc., and sponsored by the American Association for Nurserymen, Inc.
- All plant materials shall be pruned as needed immediately upon installation to ensure vigorous growth.
- All trees in the above plant list shall be staked and guyed using 6" T-posts, 2" x 18" canvas tree straps with brass grommets and 12-gauge wire.
- All plant materials shall be guaranteed for a period of one year.
- All plant quantities to be taken from plan rather than plant list.



# ELEVATIONS





## MEMORANDUM

**Date:** June 13, 2016  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
Scott Ballstadt, AICP, Director of Planning  
**From:** Josh Olhava, AICP, Senior Planner  
**Subject:** 2015 Annual School District Reports on PILO (Payments-in-lieu of land dedication) and IGA Background  
**Item #:** C.7.

### **Background:**

In 1999/2000, the Town entered into Intergovernmental Agreement's (IGA's) with each of the school districts that serve Windsor (Weld RE-4, Poudre R-1 and Thompson R2-J). These agreements represent a cooperative effort with the districts to require land to be dedicated for future school sites or fees-in-lieu thereof to be paid to the respective district as part of the land development process. The provisions implementing the requirements of these agreements are found in Chapter 17, Article XIV of the *Windsor Municipal Code*.

As required by the respective IGAs, the districts submit the enclosed annual reports regarding PILO fees collected and expended. These reports may also include the districts intent to request a change in land value used for determination of cash-in-lieu payments to ensure the fees align with current fair valuation of land within each District.

In 2007, in response to district requests, the Town adopted ordinances revising the methodology for calculating land dedication requirements. As part of this update, the developed land value used to determine cash-in-lieu payments was also increased to reflect current market conditions. Because the land valuation had not been updated since the approval of the original IGAs, the increase was substantial. Therefore, the Town asks that the districts monitor developed land valuation trends on an annual basis so that incremental adjustments can be made when necessary in order to avoid large increases in any given year.

At this time, none of the districts are proposing a change in developed land value.

**Recommendation:** No action necessary for this item.

**Notification:** No notifications required for this item.

**Enclosures:** 2015 PILO reports (Weld RE-4, Poudre R-1 and Thompson R2-J)

pc: Mr. Ed Holder, Poudre R-1 School District  
Mr. Skip Armatoski, Thompson R2-J School District  
Ms. Stephanie Watson, Weld RE-4 School District

## Poudre School District - Town of Windsor PILO

The initial intergovernmental agreement (IGA) concerning land dedications and payments in lieu with the Town of Windsor was signed and effective beginning December 1, 1999. The first payment made to the school district regarding the agreement was in the district's 2003 fiscal year, and additional payments were made in fiscal years' 2004, 2005, 2007 and 2008. No additional payments have been received since 2008. A total of \$297,538.24 was collected from PILO revenue during those years, enabling the district to purchase land for Kinard Middle School. The table below illustrates the collections received by the district, by fiscal year:

|                 |              | <b>Poudre School District Fiscal Year (July 1 - June 30)</b> |            |           |      |           |           |      |      |      |      |      |      |      |
|-----------------|--------------|--|------------|-----------|------|-----------|-----------|------|------|------|------|------|------|------|
|                 |              | 2003   | 2004       | 2005      | 2006 | 2007      | 2008      | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 |
| Town of Windsor | PILO Revenue |  |            |           |      |           |           |      |      |      |      |      |      |      |
| Received:       | \$           | 35,446.32  | 125,521.60 | 95,086.16 | —    | 29,816.74 | 11,667.42 | —    | —    | —    | —    | —    | —    | —    |

A proposal was presented by Poudre School District and an ordinance was signed on behalf of the Town of Windsor in the spring of 2013 to increase the fee of both 1-4 attached units and 5 or more attached units due to a healthy economy. The fee is to be paid to Poudre School District by the developer at the time of final plat, and is based upon the following: 1-4 attached units is \$1,710/unit and 5 or more attached units is \$855/unit, effective June 2013, respectively.

The District has intergovernmental agreements (IGAs) with the City of Loveland, City of Fort Collins, Town of Berthoud, Town of Johnstown, and Town of Windsor for land dedication or payments-in-lieu-of school sites (PILO). The District receives similar funds from Larimer County and Weld County, but without an IGA. **These PILO funds are a vital part of the District's ability to provide sites for new schools when and where growth occurs.**

### **PURPOSE**

In our state statutes, the counties, and subsequently local governments, have the *authority to require the reservation or dedication of sites and land areas for schools or the payment of moneys in lieu of*. (C.R.S.30-28-133 (4) (a)). The concept of PILO is the direct result of a desire to ensure development bears a proportionate share of the capital costs necessary to build new schools in response to growth or overcrowding. It is this requirement of a *rational nexus* (a direct link between cause and need) that mandate funds be spent in the same high school feeder group as it is collected.

The statutes limit PILO expenditures, however, to the acquisition and/or development of the land only – construction of buildings or funding of staff are excluded. Included in site acquisition are items of due diligence and closing such as: Colorado Geological Surveys; site surveys; Phase I Environmental Studies; title searches; and legal reviews. Included in site development are capital facilities planning, code review, and infrastructure needs such as: sidewalk, curb, and ½ road development; utility services stubbed to the site; raw water dedication requirements, and over lot grading.

### **HISTORY**

**The District's first PILO IGA was signed** in 1996 with the City of Loveland. Since that time over \$10 million has been collected. To date, PILO expenditures have been associated with:

- infrastructure at Mountain View High School,
- CBT shares of water (as part of the infrastructure requirements) for Coyote Ridge Elementary School and Ponderosa elementary School,
- the purchase of a future middle/high school site between Fort Collins and Loveland,
- the purchase of additional land to support growth at Turner Middle School in Berthoud,
- the due diligence and closing costs associated with Ponderosa Elementary dedication,
- infrastructure and due diligence costs related to a water retention pond at Berthoud High,
- infrastructure and site development costs associated with the expansion of the early childhood program to additional school sites,
- routine due diligence costs associated with the acquisition of additional elementary school sites, and
- the purchase of water shares to allow development of acquired sites.

### **THE PROCESS & VALUE**

**The process begins whenever a new development comes through a jurisdictions' review and approval process.** The District is asked to submit an impact report. This impact report states what the proposed **residential growth will do to the district's school capacities.** At the same time, the District also requests the dedication of a school site or payment of PILO.

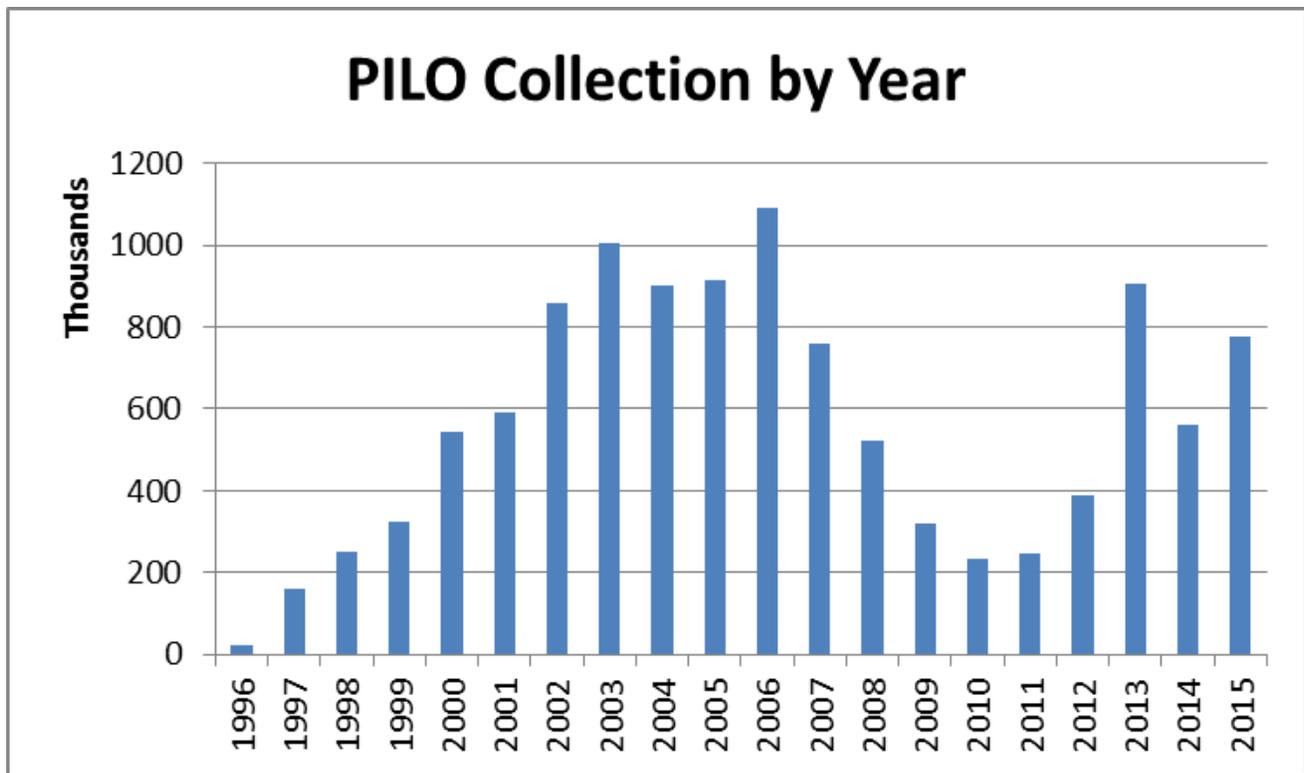
The District has received title for a middle school site dedication as part of this process. Both the Coyote Ridge Elementary and Ponderosa Elementary sites were dedications. Other discussions regarding elementary site dedications have been initiated, but are still in the planning/negotiation stages.

On March 15, 2006, the Board of Education passed Action Item 5.4 to increase the PILO fee from \$688 to \$1382 (for 1 to 4 attached dwelling units) and \$946 (for 5 or more attached dwelling units). The City of Loveland voted to collect the increased fees at their April 4, 2006 City Council meeting and implementation began July 1, 2006. The City of Fort Collins voted to collect the increased fees at their October 3, 2006 meeting and the Larimer County Commissioners voted to collect the increased fees at their October 9, 2006 meeting with both jurisdictions implementing on January 1, 2007. The Town of Berthoud adopted the new fee amounts effective January 7, 2007. The Town of Windsor has also implemented the new PILO rate. Johnstown still collects the \$688 fee.

|                     | Feeder System |                |              |              |              | Total          |
|---------------------|---------------|----------------|--------------|--------------|--------------|----------------|
|                     | BHS           | LHS            | MVHS         | TVHS         | Undesignated |                |
| <b>Fund Balance</b> | \$1,382.00    | \$1,125,625.67 | \$939,520.04 | \$182,616.00 | \$526,665.98 | \$2,775,809.69 |
| <b>Berthoud</b>     | \$114,706.00  | ---            | ---          | ---          | ---          | \$114,706.00   |
| <b>Boulder</b>      | ---           | ---            | ---          | ---          | ---          | \$0.00         |
| <b>Fort Collins</b> | ---           | \$32,507.12    | ---          | ---          | ---          | \$32,507.12    |
| <b>Johnstown</b>    | ---           | ---            | \$63,984.00  | ---          | ---          | \$63,984.00    |
| <b>Larimer</b>      | ---           | ---            | ---          | ---          | \$39,266.00  | \$39,266.00    |
| <b>Loveland</b>     | ---           | \$366,090.00   | \$28,298.00  | \$129,312.00 | ---          | \$523,700.00   |
| <b>Weld</b>         | ---           | ---            | ---          | ---          | ---          | \$0.00         |
| <b>Windsor</b>      | ---           | ---            | ---          | ---          | ---          | \$0.00         |
| <b>Interest</b>     | ---           | ---            | ---          | ---          | \$3,841.47   | \$3,841.47     |

The District expects the collections for the City of Loveland to continue to dominate while the City of Fort Collins and Windsor will continue to have a diminishing role. Conversely, the District expects Johnstown to have a growing impact on the collections in the future – even though they continue to use the pre-2006 PILO rate.

During the 2014/15 school year, PILO fees totaled \$778,004 (including interest), which is an increase of almost \$200,000 over 2014. Staff expects new residential construction to be increased during the 2015-16 school year and that the majority of that construction will be in the same areas as in recent years (northwest Loveland and areas east of I-25 served by the district). The District must spend any single payment within 10 years of when it is collected (or return it to the payee with interest).



As of June 30, 2015, just over \$3.5 million remains in the combined PILO accounts. Planning considers it prudent to maintain a minimum \$250K reserve for unexpected due diligence and infrastructure costs. In summary, this means currently there is \$3.2 million available for acquiring water shares and to purchase and develop sites owned by the district.

# **Weld County School District RE-4**

## **6/30/2015 ANNUAL REPORT ON PILO (Payments-In-Lieu of Land Dedication)**

The District has intergovernmental agreements (IGAs) with the Town of Windsor and the Town of Severance concerning land dedications or payments in lieu for school purposes. The District receives similar funds from Weld County, but without a formal agreement. The District currently doesn't have an agreement with the City of Greeley, but has worked with multiple developers for several potential land dedications.

### **HISTORY**

The District's first intergovernmental agreement relative to payments in lieu of land dedication was signed in 1999 with the Town of Windsor. The first payment was received through Weld County in July 2000. The District has collected a total of approximately \$3.3 million, including interest earnings, since the first agreement. To date, two land purchases have been made, which include a middle school site and a high school site for a total of \$2.75 million.

### **THE PROCESS AND VALUE**

The process begins when new developments are presented to the respective planning departments for review. The District submits an impact statement that includes the expected number of students to be generated from the development, the capacity of the buildings currently serving the area, as well as if the District requests cash-in-lieu funds or a land dedication for a future school site.

Since the beginning of the agreements, the District has been dedicated, or is in the planning process with developers, a total of ten elementary sites for approximately 100 acres, and three secondary sites for approximately 125. This totals roughly 225 acres since the inception of the agreements. With this being said, several of these developments appear to be making some changes from their original plans, which could impact this data.

In the summer of 2006, the land value was increased to reflect current market values within the District. The current per-unit amount collected is \$2,240 per single family unit and \$520 per multi-family unit. These amounts have been adopted by all of the entities as noted above. We are not requesting a change in land value at this time.

During fiscal year 2015, the District collected a total of \$168,607 in PILO. The annual collections had been seeing decreases over the past several years due to declines in the local economy and building activity. The past two years are starting to see activity turn around with fees collected being at the highest level in the past seven years. Interest rates continue to be extremely low.

The following table details the amounts collected from each entity for the past five years as well as the amount of interest earned.

| <b>ENTITY</b> | <b>2010-11</b>   | <b>2011-12</b>   | <b>2012-13</b>   | <b>2013-14</b>    | <b>2014-15</b>    | <b>% SINCE INCEPTION</b> |
|---------------|------------------|------------------|------------------|-------------------|-------------------|--------------------------|
| Severance     | \$ 25,854        | \$ 14,654        | \$ 43,774        | \$ 92,447         | \$ 148,447        | 41.28%                   |
| Weld County   | \$ 8,970         | \$ 6,710         | \$ 4,480         | \$ 4,480          | \$ 20,160         | 9.32%                    |
| Windsor       | \$ -             | \$ -             | \$ -             | \$ 22,880         | \$ -              | 39.37%                   |
| Interest      | \$ 228           | \$ 205           | \$ 314           | \$ 321            | \$ 538            | 10.03%                   |
| <b>TOTAL</b>  | <b>\$ 35,052</b> | <b>\$ 21,569</b> | <b>\$ 48,568</b> | <b>\$ 120,128</b> | <b>\$ 169,145</b> | <b>100.00%</b>           |



# US 34 PEL Scope Development



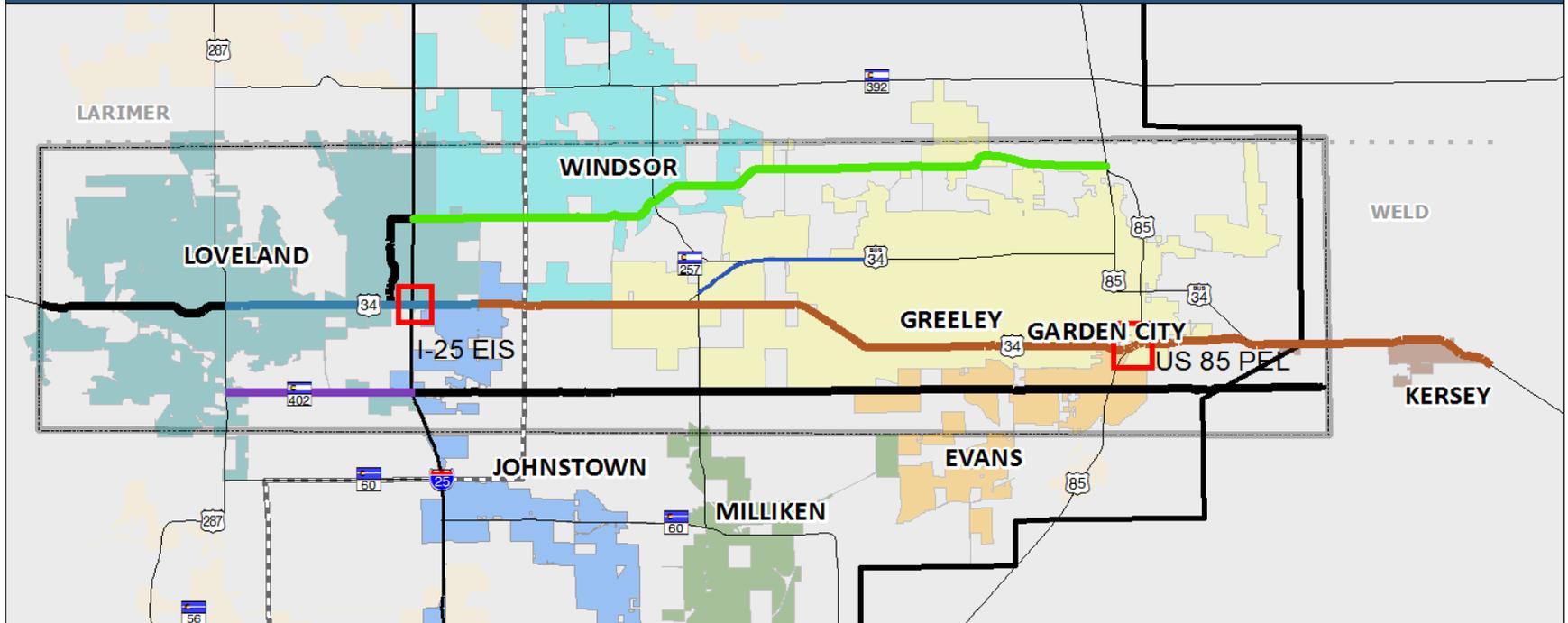
- The CDOT team reviewed the reason for the PEL study and the desired outcome with FHWA as the first required check-in/coordination point with FHWA.
- Utilizing the FHWA PEL Study Guidelines, the CDOT team developed an initial scope and a scope checklist.
- The team then met with Region 4 Specialty Units to review what was pertinent to the US 34 PEL Corridor Study, as well as the North and South Corridors.
- CDOT Headquarters' PEL Experts provided a training course refresher for all Region 4 Personnel.
- A Draft Scope, to present to you, was finalized after conferring with CDOT Headquarters' PEL Experts and Region 4 Specialty Units.



# US 34 PEL Next Steps

- Your review and comment on the draft scope of work.
- Return to CDOT by June 15, 2016.
- Finalize Scope for “Ad” on July 5, 2016.
- Consultant Selection
  - Finalize Cost / Negotiate Contract
  - Establish Complete Scope (Another opportunity for your input regarding additional studies).
- Complete US 34 PEL
  - Website and Coordination with US 34 Coalition, Local Agency Staff, and FHWA.
  - Plan to have the final study document by the first quarter of 2018.

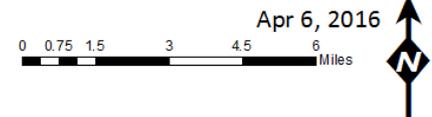
# US 34 PEL Existing Studies



## Legend

### Studies

-  US 34 ACP & US 34 Optimization
-  No Existing Studies
-  34 EA
-  402 EA
-  US 34 BUS EA
-  Northeastern Quadrant Study
-  NFRMPO Boundary
-  County Boundary
-  US34StudyArea



**MICHAEL E. MANNING**

Attorney at law

**1943 Etton Drive  
Fort Collins CO 80526-2610****Telephone: (970) 484-9436  
Facsimile: (970) 484-9775**

June 1, 2016

John Michaels  
Chief of Police  
Town of Windsor  
200 North Eleventh Street  
Windsor, Colorado 80550**COPY**

Re: Municipal Court Security

Dear John,

First, I'd like to congratulate and compliment you on your upcoming retirement. Over many years, I have enjoyed my relationship with you and your officers. You deserve much praise for the professional attitude and conduct I have seen in you, your officers and staff. I sincerely thank you for a job well done. I hope you enjoy your well-earned retirement.

Second, over the years we have had little problem with security in Municipal Court. Lately, however some concerns have arisen. Usually, Court is held three nights per month. We have four arraignment sessions per month— at 5:30 pm and at 6:30 pm on the second and third Thursday of each month. We also have a "trial" session beginning at 5:30 pm on the Tuesday between the two Thursday arraignment nights.

The arraignment sessions are the first time a Defendant appears in Court. Most of the time the Defendant meets with the Town Prosecutor to see whether a negotiated resolution of the case can be reached. These discussions between the prosecutor and the Defendant are held out of the Courtroom, in the prosecutor's office across a hallway from the courtroom. Normally the prosecutor's door and the Courtroom's doors remain open, but prosecutor's office is out of sight and unless there is loud shouting in her office, I know nothing of what transpires in the prosecutor's office until the Defendant returns to Court.

On one occasion recently the Courtroom's door got closed and I asked the Court clerk go reopen the door for whatever added security that might bring to the prosecutor-Defendant meeting. In the last month, I have heard raised & heated voices from the prosecutor's office, although I could not identify what was said. Also this month, there was a citizen-witness in a case that was continued for trial at the Town's request and over the objection of the Defendant. After the Defendant had left the Courtroom, I advised the

Chief John Michaels  
June 1, 2016  
page two

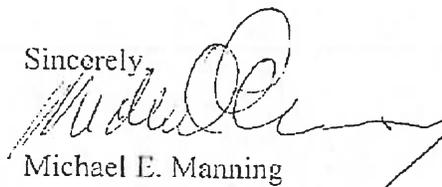
citizen-witness that she was free to go, but she responded that she was concerned and wanted to wait until the Defendant had left the building.

I have been advised by Kim Emil, the Town Prosecutor, that the loud voice recently heard in her office was actually threats by a Defendant. I am concerned that the Town Prosecutor can not conduct her business with Defendants without concern for her safety. I am also concerned that all witnesses who appear in Municipal Court should be able to do so without fear of violence or reprisals. I understand from Ms. Emil that these recent events are becoming more and more frequent. Pursuant to C.R.S. §13-1-114 (2), I request you determine and provide the appropriate security measures for the Court sessions. Often times there is already a uniformed officer in Court during the trial sessions, as they are often witnesses in the trials set for that night. However, seldom are uniformed officers present for arraignment sessions. Not only would a uniformed officer's presence serve as a deterrent to any potential violence, but his or her presence may also satisfy concerns for all citizens coming to Court.

As you know the Town Hall building has no building-wide screening for the introduction of weapons. I would prefer to be able to prohibit firearms in the Courtroom, however, without building-wide screening for weapons, my understanding of state law is that the carrying of permitted, concealed firearms is allowed in the courtroom. To date we have not had a problem with weapons. Lastly, although we try to provide fair proceedings in Municipal Court, not everyone is happy with the outcome of his or her case. The level of unhappiness varies greatly.

Again-- Congratulations!

Sincerely,



Michael E. Manning  
Municipal Court Judge

cc: Kelly Arnold  
Kim Emil

**Patti Garcia**

---

**Subject:** FW: Ballot Initiative for a new Mental Health Facility in Larimer County

**From:** laura sickle [<mailto:lsickle2010@gmail.com>]  
**Sent:** Wednesday, June 08, 2016 2:55 PM  
**To:** Patti Garcia  
**Subject:** Ballot Initiative for a new Mental Health Facility in Larimer County

Dear Patti:

Thanks for calling me back yesterday regarding the Ballot Initiative for a new Mental Health Facility in Larimer County.

Larimer County residents who are experiencing mental health crisis currently have 3 places they can go

- to the emergency room,
- the WELD County Crisis Center or
- Jail

It's estimated that 25 % of Larimer County residents struggle every day with mental health or substance abuse issues. It seems as if we all know somebody who is experiencing medical health issues

People for a Healthier Larimer County (PHLC) support a tax initiative (25 cents on a \$100 purchase) to ensure a dedicated funding stream to build a 51,000 SF mental health facility that would provide round-the-clock mental health services.

The Larimer County Commissioners assuredly will put this on the ballot Aug. 2nd. So we have a limited time to get the word out to the voters about this ballot initiative.

Could we make a presentation to your Board or at a member meeting? We're scheduling out because we know meetings get booked in advance. From the presentation you will see how important this is to Larimer County. And hopefully, before the election, The City of Windsor will endorse this initiative.

Please call or email me to schedule a presentation. I'm charged with bookings so let me know what works. Our new website will be available very soon. Also, if you know of another organization that I can approach...we need to get the word out. I appreciate all that you do for Windsor.

*Let's Build a Mental Health Facility in Larimer County*

**Laura Sickle,**  
**Volunteer with People for a Healthier Larimer County**  
**Broker Associate,**  
**Resident Realty of Northern Colorado**  
**email:** [LSickle2010@gmail.com](mailto:LSickle2010@gmail.com)  
**mobile:** 970-481-1351

|                               |                       |                                      | APRIL 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             | 6                     | 62                                   | 6                    | 68                  | 51                 |
| Animal                        | 21                    | 70                                   | 21                   | 91                  | 112                |
| Arson                         | 0                     | 0                                    | 0                    | 0                   | 0                  |
| Assault                       | 4                     | 11                                   | 5                    | 16                  | 19                 |
| Assist Other Department       | 12                    | 26                                   | 10                   | 36                  | 35                 |
| Attempted Suicide             | 0                     | 2                                    | 1                    | 3                   | 3                  |
| Checks                        | 0                     | 0                                    | 0                    | 0                   | 1                  |
| Child Abuse                   | 3                     | 5                                    | 3                    | 8                   | 8                  |
| Citizen Service               | 65                    | 242                                  | 80                   | 322                 | 278                |
| Civil Complaints              | 13                    | 33                                   | 12                   | 45                  | 41                 |
| Contributing Delinq./ Minor   | 0                     | 0                                    | 0                    | 0                   | 0                  |
| Crime Against At-Risk Adult   | 1                     | 1                                    | 0                    | 1                   | 0                  |
| Criminal Mischief             | 11                    | 29                                   | 14                   | 43                  | 53                 |
| Criminal Trespass Premises    | 3                     | 5                                    | 4                    | 9                   | 14                 |
| Death                         | 0                     | 3                                    | 1                    | 4                   | 5                  |
| Drugs                         | 0                     | 2                                    | 1                    | 3                   | 9                  |
| DUI's                         | 4                     | 17                                   | 3                    | 20                  | 29                 |
| False Burglar Alarm           | 21                    | 63                                   | 20                   | 83                  | 107                |
| False Imprisonment            | 0                     | 0                                    | 0                    | 0                   | 2                  |
| False Reporting               | 2                     | 2                                    | 0                    | 2                   | 2                  |
| Found Property                | 8                     | 26                                   | 10                   | 36                  | 36                 |
| Harassment                    | 9                     | 34                                   | 10                   | 44                  | 33                 |
| Indecent Exposure             | 0                     | 0                                    | 2                    | 2                   | 3                  |
| A. Curfew                     | 0                     | 0                                    | 0                    | 0                   | 0                  |
| B. Runaway                    | 1                     | 5                                    | 4                    | 9                   | 10                 |
| C. Other                      | 7                     | 14                                   | 4                    | 18                  | 18                 |
| Juvenile Problems (total)     | 8                     | 19                                   | 8                    | 27                  | 28                 |
| Liquor Violations             | 0                     | 0                                    | 0                    | 0                   | 0                  |
| Lost Property                 | 1                     | 7                                    | 6                    | 13                  | 17                 |
| Menacing                      | 0                     | 1                                    | 0                    | 1                   | 3                  |
| MIC / MIP                     | 0                     | 0                                    | 0                    | 0                   | 6                  |
| Missing Persons               | 0                     | 4                                    | 0                    | 4                   | 4                  |
| Obstructing Police            | 1                     | 2                                    | 0                    | 2                   | 0                  |
| Obstructing Telephone Service | 1                     | 2                                    | 0                    | 2                   | 0                  |
| Open door                     | 4                     | 8                                    | 5                    | 13                  | 38                 |
| Ordinance Violations          | 25                    | 117                                  | 23                   | 140                 | 122                |
| Reckless Endangerment         | 0                     | 0                                    | 0                    | 0                   | 0                  |
| Repossession                  | 0                     | 0                                    | 0                    | 0                   | 0                  |
| Sexual Assault                | 4                     | 9                                    | 1                    | 10                  | 3                  |
| Sex Offender Violation        | 1                     | 1                                    | 0                    | 1                   | 1                  |
| Soliciting                    | 0                     | 1                                    | 0                    | 1                   | 4                  |
| Suspicious Activity           | 58                    | 158                                  | 50                   | 208                 | 173                |

|                                      |                       |                                      | APRIL 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                                | 14                    | 37                                   | 20                   | 57                  | 63                 |
| Theft By Receiving                   | 0                     | 0                                    | 0                    | 0                   | 0                  |
| Towed - Abandoned                    | 1                     | 2                                    | 1                    | 3                   | 2                  |
| Towed - Traffic                      | 8                     | 27                                   | 4                    | 31                  | 33                 |
| Towed (Total)                        | 9                     | 29                                   | 5                    | 34                  | 38                 |
| Traffic Accidents (total)            | 26                    | 101                                  | 21                   | 122                 | 121                |
| A. Non-injury/Property damage        | 24                    | 90                                   | 19                   | 109                 | 104                |
| B. Injury                            | 1                     | 8                                    | 1                    | 9                   | 9                  |
| C. Fatal                             | 0                     | 0                                    | 0                    | 0                   | 0                  |
| D. DUI Accidents                     | 1                     | 3                                    | 1                    | 4                   | 8                  |
| Underage Possession Marijuana        | 1                     | 3                                    | 1                    | 4                   | 10                 |
| Vehicle Laws                         | 160                   | 542                                  | 143                  | 685                 | 744                |
| Violation of Restraining Order       | 4                     | 8                                    | 3                    | 11                  | 14                 |
| Warrants - WPD                       | 0                     | 2                                    | 0                    | 2                   | 1                  |
| Warrants - Other Department          | 9                     | 24                                   | 6                    | 30                  | 32                 |
| Warrants (Total)                     | 9                     | 26                                   | 6                    | 32                  | 33                 |
| Weapon Violation                     | 1                     | 1                                    | 0                    | 1                   | 1                  |
| <b>Felony Complaints</b>             |                       |                                      |                      |                     |                    |
| Armed Robbery                        | 0                     | 0                                    | 0                    | 0                   | 2                  |
| Arrests                              | 8                     | 19                                   | 10                   | 29                  | 31                 |
| Arson                                | 0                     | 0                                    | 0                    | 0                   | 0                  |
| Assault                              | 1                     | 3                                    | 0                    | 3                   | 7                  |
| Attempted Burglary                   | 0                     | 0                                    | 0                    | 0                   | 0                  |
| Auto Theft                           | 1                     | 3                                    | 3                    | 6                   | 2                  |
| Burglary                             | 2                     | 5                                    | 3                    | 8                   | 10                 |
| Checks                               | 0                     | 0                                    | 0                    | 0                   | 0                  |
| Child abuse                          | 3                     | 3                                    | 0                    | 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                    | 2                     | 4                                    | 14                   | 18                  | 4                  |
| Criminal Trespass - Dwelling         | 0                     | 0                                    | 2                    | 2                   | 1                  |
| Criminal Trespass - Vehicle          | 1                     | 7                                    | 1                    | 8                   | 28                 |
| Drugs                                | 1                     | 1                                    | 0                    | 1                   | 4                  |
| Forgery                              | 0                     | 3                                    | 0                    | 3                   | 2                  |
| Fraud                                | 5                     | 14                                   | 5                    | 19                  | 63                 |
| Homicide                             | 0                     | 0                                    | 0                    | 0                   | 0                  |
| Identity Theft                       | 3                     | 5                                    | 4                    | 9                   | 32                 |
| Intimidating Witness/Victim          | 0                     | 0                                    | 0                    | 0                   | 0                  |
| Menacing                             | 0                     | 1                                    | 0                    | 1                   | 4                  |
| Recovery of Stolen Vehicle (ALL)     | 1                     | 2                                    | 2                    | 4                   | 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                  |

|  |                       |                                      | APRIL 2016           |                     |                    |
|--|-----------------------|--------------------------------------|----------------------|---------------------|--------------------|
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| Theft                                    | 2                     | 9                                    | 3                    | 12                  | 27                 |
| Warrant ( Other Department)              | 2                     | 5                                    | 3                    | 8                   | 6                  |
| Weapon Violation                         | 1                     | 1                                    | 1                    | 2                   | 0                  |
| Adult Arrest                             | 26                    | 73                                   | 19                   | 92                  | 101                |
| Juvenile Detentions                      | 4                     | 8                                    | 7                    | 15                  | 13                 |
| <b>Total Calls for Service</b>           | <b>519</b>            | <b>1669</b>                          | <b>501</b>           | <b>2170</b>         | <b>2184</b>        |
| A. Criminal                              | 298                   | 943                                  | 265                  | 1208                | 1273               |
| B. Non-Criminal                          | 221                   | 726                                  | 236                  | 962                 | 911                |
| Cases Filed (County Penal)               | 19                    | 48                                   | 16                   | 64                  | 74                 |
| County Traffic Citations                 | 40                    | 148                                  | 40                   | 188                 | 184                |
| Municipal Citation                       | 125                   | 433                                  | 100                  | 533                 | 631                |
| A. Traffic                               | 104                   | 362                                  | 90                   | 452                 | 557                |
| B. Ordinances                            | 21                    | 71                                   | 10                   | 81                  | 74                 |
| Warnings                                 | 297                   | 1039                                 | 251                  | 1290                | 1108               |
| Juvenile Filings                         | 2                     | 7                                    | 0                    | 7                   | 1                  |
| Parking Tickets                          | 52                    | 141                                  | 39                   | 180                 | 170                |
| Juvenile Notification Forms              | 12                    | 42                                   | 9                    | 51                  | 63                 |
| M-1 Holds                                | 2                     | 9                                    | 5                    | 14                  | 24                 |
| Misdemeanor Complaints Cleared by Arrest | 22                    | 68                                   | 16                   | 84                  | 83                 |
| Monetary Loss Misdemeanor Complaints     | \$5,457               | \$13,380                             | \$7,343              | \$20,723            | \$19,061           |
| Monetary Recovery Misdemeanor Complaints | \$125                 | \$1,157                              | \$2,632              | \$3,789             | \$1,526            |
| Felony Complaints Cleared by Arrest      | 8                     | 14                                   | 10                   | 24                  | 31                 |
| Monetary Loss Felony Complaints          | \$50,200              | \$178,325                            | \$30,000             | \$208,325           | \$81,037           |
| Monetary Recovery Felony Complaints      | \$42,000              | \$91,942                             | \$14,000             | \$105,942           | \$10,640           |