



TOWN BOARD REGULAR MEETING
August 22, 2016 - 7:00 P.M.
Town Board Chambers
301 Walnut Street, Windsor, CO 80550

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

AGENDA

A. CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance
3. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
4. Board Liaison Reports
 - Mayor Pro Tem Baker – 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
 - Mayor Melendez – Downtown Development Authority; North Front Range/MPO
5. Public 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 August 8, 2016 Town Board Meeting – K. Eucker
2. Resolution No. 2016-57 - A Resolution Approving an Intergovernmental Agreement for Assistance with Great Outdoors Colorado Funding between the Town of Windsor, Colorado and Weld County School District Re-4 – W. Willis

C. BOARD ACTION

1. Review and Confirm Water Rights Requirement for Windsor Charter Academy at 680 Academy Court – Leonard Wiest representing Windsor Charter Academy
 - Staff presentation: Dennis Wagner, Director of Engineering

2. Ordinance No. 2016-1523 – An Ordinance Annexing and Zoning Certain Territory known as the Weakland Annexation to the Town of Windsor, Colorado – Pat and Amanda Weakland, Windsor Gardener/High Hops Brewery, applicants
Super-majority vote required for adoption on second reading
 - Second reading
 - Legislative action
 - Staff presentation: Paul Hornbeck, Senior Planner

3. Resolution No. 2016-58 - A Resolution Approving an Annexation Agreement between the Town of Windsor and Pat and Amanda Weakland with Respect to the Weakland Annexation to the Town of Windsor, Colorado – Pat and Amanda Weakland, Windsor Gardener/High Hops Brewery, applicants
 - Legislative action
 - Staff presentation: Paul Hornbeck, Senior Planner

4. Ordinance No. 2016-1524 - An Ordinance Repealing, Amending and Readopting Portions of Chapter 6, Article I of the Windsor Municipal Code Authorizing the Local Licensing Authority to Assign Administrative Functions and Approvals to the Town Clerk
 - First reading
 - Legislative action
 - Staff presentation: Patti Garcia, Town Clerk

5. Ordinance No. 2016-1525 - An Ordinance Repealing Sections 8-2-20 and 8-2-40, and Repealing, Amending and Re-Adopting Section 8-2-30 of the Windsor Municipal Code Concerning Parking Regulations
 - First reading
 - Legislative action
 - Staff presentation: Rick Klimek, Chief of Police

6. Ordinance No. 2016-1526 - An Ordinance Authorizing the Town Manager to Make Available to Town Board Members the Opportunity for Enrollment in The Town's Employee Health, Dental and Vision Insurance Plans Under Terms and Conditions Generally Applicable to Town Employees
 - First reading
 - Legislative action
 - Staff presentation: Kelly Arnold, Town Manager

7. Public Hearing – Final Major Subdivision Plat for Fossil Ridge Subdivision 5th Filing; Mick Occhiato, TC 56 LLC, applicant/Mike Walker, The Birdsall Group, applicant's representative

- Staff Presentation: Paul Hornbeck, Senior Planner
8. Resolution 2016-59 - A Resolution Approving the Final Major Subdivision Plat for Fossil Ridge Subdivision 5th Filing; Mick Occhiato, TC 56 LLC, applicant/Mike Walker, The Birdsall Group, applicant's representative
 - Quasi-judicial action
 - Staff presentation: Paul Hornbeck, Senior Planner
 9. Resolution No. 2016-60 - A Resolution Approving an IGA for Larimer County and Windsor to Jointly Hold the Conservation Easements That Make Up the Poudre River Initiative
 - Legislative action
 - Staff presentation: Wade Willis, Parks & Open Space Manager
 10. Resolution No. 2016-61 - A Resolution Accepting Deed of Conservation Easement for Signature Bluffs
 - Legislative action
 - Staff presentation: Wade Willis, Parks & Open Space Manager
 11. Resolution No. 2016-62 - A Resolution of the Windsor Town Board Approving the Adopting the 2016-2018 Town of Windsor Strategic Plan
 - Legislative action
 - Staff presentation: Kelly Unger, Communications/Assistant to the Town Manager
 12. Economic Development Report
 - Staff presentation: Stacy Johnson, Director of Economic Development
 13. July 2016 Financial Report
 - Staff presentation: Dean Moyer, Director of Finance

D. COMMUNICATIONS

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

E. EXECUTIVE SESSION

1. An executive session pursuant to Colorado Revised Statutes § 24-6-402 (4)(e) (I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect to modification of certain development restrictions - (Ian McCargar; Kelly Arnold) and Economic Development Incentives (Stacy Johnson)

F. ADJOURN



TOWN BOARD REGULAR MEETING
August 8, 2016 - 7:00 P.M.
Town Board Chambers
301 Walnut Street, Windsor, CO 80550

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MINUTES

A. CALL TO ORDER

Mayor Melendez called the meeting to order at 7:09 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
Town Clerk/Assistant to Town Manager
Director of Engineering
Parks and Open Space Manager
Director of Planning
Director of Parks, Recreation and Culture
Communications Manager
Senior Planner
Chief Planner
Deputy Town Clerk

Kelly Arnold
Ian McCargar
Kelly Unger
Patti Garcia
Dennis Wagner
Wade Willis
Scott Ballstadt
Eric Lucas
Katie Van Meter
Paul Hornbeck
Carlin Barkeen
Krystal Eucker

1. Pledge of Allegiance

Town Board Member Boudreau led the Pledge of Allegiance.

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

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

3. Board Liaison Reports

- Mayor Pro Tem Baker – Parks, Recreation & Culture Advisory Board; North Front Range/MPO alternate
Mayor Pro Tem Baker 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 reported the Planning Commission held public hearings at their last meeting, which are also on tonight’s agenda.
- Town Board Member Rennemeyer – Historic Preservation Commission; Great Western Trail Authority
Town Board Member Rennemeyer reported Mr. Olhava will be meeting with a professor from Colorado State University regarding the historic nature of the churches in Windsor. Mr. Rennemeyer reported the Great Western Trail Authority discussed the Trail Manager position and if that would be an I099 or W2 position.
- Town Board Member Boudreau – Chamber of Commerce; Planning Commission alternate
Town Board Member Boudreau had no report.
- Town Board Member Adams – Tree Board; Poudre River Trail Corridor Board
Town Board Member Adams had no report.
- Mayor Melendez – Downtown Development Authority; North Front Range/MPO
Mayor Melendez reported the Mill is under contract with Blue Ocean and anticipates a final agreement within the next 30-60 days. The Downtown Development Authority and the Town have been coordinating discussions with private development firms on potential investment opportunities in downtown Windsor. Sales tax collections in June 2016 were approximately \$7,000 above June 2015 collections and revenue is at 52.45%. A meeting will take place this week with the Library regarding the outcome of the feasibility study and what the next steps are in the process.
Ms. Melendez also reported CDOT was awarded \$15 million in TIGER grant funds for the North I-25 Expansion that is planned to be completed by 2021. A movement for air quality is taking place and several individuals will be in Windsor on September 4 & 5, 2016 during the Windsor Harvest Festival. The VW proposed partial consent decree is required to establish a \$2.7 billion dollar fund to mitigate excess emissions and some of those funds could be used for the alternative fuel corridors; I-25 and Highway 34. Additional funding is available due to project closures and some additional funding through the FAST Act therefore some funds will be reallocated to widening Highway 34 and the widening project in Evans on 65th Street. Representatives have been assigned for the Pell grant and the I-25 Committee; Janet Lundquist and Susette Mallette. A report also indicated ozone levels have dropped in Weld County in a time when there was an increased in oil and gas activity. The Greeley Airport is planning a \$5 million expansion in the next year.

4. Public 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 July 25, 2016 Town Board Meeting – K. Eucker
2. Advisory Board Appointments – P. Garcia

3. Report of Bills – D. Moyer

Mayor Pro Tem Baker motioned to approve the consent calendar 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.

C. BOARD ACTION

1. Public Hearing – Ordinance No. 2016-1523 Annexing and Zoning Certain Territory known as the Weakland Annexation to the Town of Windsor, Colorado – Pat and Amanda Weakland, Windsor Gardener/High Hops Brewery, applicants

- Legislative action
- Staff presentation: Paul Hornbeck, Senior Planner

Town Board Member Adams motioned to open public hearing; 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.

Per Mr. Hornbeck, the applicants are requesting to annex approximately 9.87 acres to the Town of Windsor and requesting General Commercial (GC) zoning for the entire property.

The site is currently home to The Windsor Gardener and High Hops Brewery. Upon annexation and site plan approval, the applicants plan to construct a new 10,200 square foot brew house and a new 3,735 square foot greenhouse.

The applicants held a neighborhood meeting on January 25, 2016 and there were no attendees.

The land use plan does depict the land as Commercial which fits with the General Commercial zoning that is requested.

Per Mr. Hornbeck, in accordance with the Colorado Revised Statutes it is required that upon completion of the Public Hearing and prior to the Town Board making any action on the Annexation Ordinance for the Weakland Annexation, that the Town Board approve a Resolution Making Certain Findings and Conclusions concerning the Weakland Annexation to the Town of Windsor, Colorado.

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

At their August 3, 2016 regular meeting, the Planning Commission forwarded a recommendation of approval of the Weakland Annexation and zoning designation. Notification was sent in accordance with municipal code requirements.

Staff requests the following be entered into the record:

1. Application and supplemental materials
2. Staff memorandum and supporting documents

3. All testimony presented during the public hearing
4. Recommendation

Mr. Morgan inquired if the applicant has sufficient water to run the operation.

Mr. Hornbeck stated the applicant has sufficient water.

Town Board Member Boudreau motioned to close public hearing; 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. Resolution No. 2016-56 – A Resolution Making Certain Findings and Conclusions Pursuant to Section 31-12-110 C.R.S., Concerning the Weakland Annexation to the Town of Windsor, Colorado – Pat and Amanda Weakland, Windsor Gardener/High Hops Brewery, applicants
 - Legislative action
 - Staff presentation: Paul Hornbeck, Senior Planner

Mr. Hornbeck has nothing further to add.

Mr. McCargar stated Resolution No. 2016-56 is required by law. The body of the resolution contains a number of points about the state constitution and the reason being is to make certain that the annexation goes forth with adequate recognition of property owners that may disagree with the annexation. This is not a concern in this case as the property owners filed the petition for annexation.

Mr. Adams inquired if Ordinance 2016-1523 should be voted on.

Mr. McCargar stated Resolution 2016-56 must be done before the consideration of the annexation ordinance itself.

Town Board Member Morgan motioned to approve Resolution No. 2016-56; Town Board Member Rennemeyer seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Morgan, Bennett, Rennemeyer, Boudreau, Adams, Melendez; Nays- None; Motion passed.

3. Ordinance No. 2016-1523 - Annexation Petition to Annex and Zone certain Territory known as the Weakland Annexation to the Town of Windsor, Colorado – Pat and Amanda Weakland, Windsor Gardener/High Hops Brewery, applicants
 - First reading
 - Legislative action
 - Staff presentation: Paul Hornbeck, Senior Planner

Mr. Hornbeck had nothing further to add.

Ms. Melendez inquired if everything has been received for the record.

Per Mr. McCargar; the record is complete.

Mayor Pro Tem Baker motioned to approve Ordinance No. 2016-1523 - Annexation Petition to Annex and Zone certain Territory known as the Weakland Annexation to the Town of Windsor, Colorado; 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.

4. Site Plan Presentation – Weakland Annexation – Windsor Gardener/High Hops Brewery, Pat and Amanda Weakland, applicants

- Staff presentation: Paul Hornbeck, Senior Planner

Per Mr. Hornbeck, the applicants are proposing a site development associated with the Weakland Annexation. The proposed zoning for the site is General Commercial (GC) and is surrounded by other commercially zoned property.

The application would normally fall into the Commercial Corridor Plan and would need to abide by those design standards; however, this proposal has an established agricultural theme and it was determined it would be inappropriate to enforce the design standards on an existing site.

The development proposal includes:

- Construction of a new 10,200 square foot brew house
- Construction of a new 3,735 square foot greenhouse
- Paving of the existing gravel parking area and driveway

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

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.

Mr. Rennemeyer inquired if there will be any façade improvements to the buildings currently facing Highway 392.

Mr. Hornbeck stated he is unaware of any improvements.

Mr. Weakland stated at this time there are no plans for façade improvements but there may be some signage added to the front of the greenhouse.

Mr. Morgan inquired as to where their water comes from.

Mr. Weakland stated the site is tapped into Windsor's water lines. The annexation will include adding a 1 ½ water line and a ¾ inch water line as the entire 10-acre property is currently on a ¾ inch line which can be difficult. Raw water is obtained through wells on the property and irrigation water is received from the No. 2 Canal.

Mr. Morgan inquired if native water is used for the greenhouse.

Mr. Weakland stated it is about half and half; water from the wells and city water. The well is not very deep so there is residue on the plants if the water is not mixed with city water. The fields and farm use irrigated water and raw water.

Ms. Melendez inquired if there will be any additional parking spaces added to the property.

Mr. Weakland stated there will be additional spaces along the front of the existing brew house that faces Ash Street. In addition, with the paving and striping of the parking lot the parking will be more efficient.

5. Public Hearing – Conditional Use Grant to allow expansion of telecommunications facilities in the Limited Industrial (IL) zone district – Universal Forest Products West Annexation – Verizon Wireless, applicant; Rachel Long, Retherford Enterprises, Inc., applicant’s representative
 - Quasi-judicial action
 - Staff presentation: Paul Hornbeck, Senior Planner

Town Board Member Adams motioned to open public hearing; 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.

Per Mr. Hornbeck, the applicant is requesting a Conditional Use Grant (CUG) to allow for the expansion of telecommunications facilities in the Heavy Industrial zone district. This proposal is to add a new “H” frame structure on the top of the existing grain elevator and to relocate a telecommunications cable from the interior of the structure to the exterior of the structure.

The Municipal Code lists the following requirements for approval of a conditional use grant.

1. The character and quality of the area in which the use will be located.
The areas surrounding the use are a mix of residential, industrial and a public park. The facilities will be co-located with a number of existing telecommunications facilities on the structure.
2. The physical appearance of the use, including suitability of architectural and landscaping treatment.
Mitigation proposed as conditions of approval should minimize visual impacts of the proposal.
3. Appropriate location of the building or buildings on the lot.
Not applicable; no new buildings are proposed.
4. Adequate provision of parking, loading and circulation facilities.
Not applicable; as no new parking or circulation is needed.
5. Potential effect of the use upon off-site vehicular and pedestrian traffic circulation, with particular reference to potential traffic congestion.
Not applicable; the use will not generate additional traffic.
6. Potential effect of the use on storm drainage in the area.
Not applicable; no new impervious surfaces are proposed.

7. Adequacy of planting screens where necessary.
Not applicable; plantings would not be able to screen the additional equipment.
8. Provision of operational controls where necessary to avoid hazardous conditions or eliminate potential air or water pollutants or other noxious influences.
Not applicable; no hazardous conditions or potential air or water pollutants have been identified.
9. The general compatibility of the proposed use with the area in which it is to be located.
In order to maximize the compatibility of the use, the color of proposed improvements should match the existing structure. External cables should also be colored to match the building and should be located on the elevator portion of the structure rather than the silos.

This type of application is not discussed in the Comprehensive Plan.

At their August 3, 2016 regular meeting, the Planning Commission forwarded a recommendation of approval of the conditional use grant with the following conditions:

- New equipment and structures shall be painted to match the existing structure
- External cables shall be colored to match the building and shall be mounted on the elevator portion of the building rather than the silos.

Staff requests the following be entered into the record:

1. Application and supplemental materials
2. Staff memorandum and supporting documents
3. Recommendation

Notification was sent in accordance with the requirements of the municipal code.

Mr. Morgan inquired if the Planning Commission recommendations are included in what is presented tonight.

Mr. Hornbeck stated that information is included in the presentation.

Mr. Rennemeyer inquired if the structure on the top will exceed any height requirements of any existing structures currently there.

Applicant's representative Ms. Rachel Long stated the height will not change.

Mr. Rennemeyer inquired if there are any existing antennas on currently on the silos.

Ms. Long stated the new structure is for equipment that will assist in capacity but the antennas already exist. Some antennas will be replaced with upgraded models. The height will not exceed what already exists.

Ms. Melendez inquired if the applicant is in agreement with the conditions of the agreement.

Ms. Long stated they are in agreement with the conditions of the agreement.

Ms. Melendez inquired about the length of the agreement.

Mr. Long stated agreements typically run for 25 years.

Mr. McCargar stated the underlying permission to mount this equipment on the structure is between the applicant and the property owner.

Ms. Melendez inquired if there were any comments from the property owner during the notification period.

Mr. Hornbeck stated there were no comments received.

Town Board Member Boudreau motioned to close public hearing; 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.

6. Conditional Use Grant to allow expansion of telecommunications facilities in the Limited Industrial (IL) zone district – Universal Forest Products West Annexation – Verizon Wireless, applicant; Rachel Long, Retherford Enterprises, Inc., applicant’s representative
 - Quasi-judicial action
 - Staff presentation: Paul Hornbeck, Senior Planner

Mr. Hornbeck had nothing further to add.

Ms. Melendez inquired if the record is completed.

Per Mr. McCargar; it is complete.

Mayor Pro Tem Baker motioned to approve the conditional use grant subject to staff conditions; 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.

7. Site Plan Presentation –15th Street Park Site Annexation – Town of Windsor Public Works Facility – Town of Windsor, applicant; Will Welch, WTW Company, and Angela Milewski, BHA Design, applicant’s representatives
 - Staff presentation: Paul Hornbeck, Senior Planner

Per Mr. Hornbeck, the applicant represented by Mr. Will Welch of WTW Company and Ms. Angela Milewski of BHA Design, Inc. is proposing a site development to construct a new facility to house the Town of Windsor Public Works Department. This proposal is being reviewed in accordance with Article 9, Chapter 17 of the municipal code. The subject property is zoned Recreation and Open Space.

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 applicant’s proposal includes constructing the following on the 24-acre site:

- Public works administrative offices
- Public works equipment maintenance and storage facilities

- Facilities management
- Utilities and streets divisions shop space
- Fueling services

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

Mr. Boudreau inquired if there was a traffic study completed on 15th and Main Street.

Mr. Hornbeck stated it is unknown if the traffic study included the intersection at 15th and Main Street but a left turn lane into the facility will be added.

Ms. Melendez inquired if the entire building is metal.

Mr. Hornbeck stated it is predominately metal but there will also be masonry and wainscot on the sides visible to the public.

Mr. Morgan inquired about the visibility of the buildings from 15th Street.

Mr. Hornbeck stated discussions have taken place regarding dressing up the buildings that are visible from 15th Street.

Mr. Morgan inquired about the water tank feature.

Mr. Hornbeck stated it has not been determined if they will or will not move forward with the water tank.

Mr. Arnold stated the budget is being reviewed to try to accommodate the water tank feature.

Randall Johnson with Infusion Architects stated the buildings will have multiple garage door openings and the idea was to have the administrative building the more aesthetically pleasing building. The property will also have fencing around the property to help with screening. The buildings toward the back of the property are the taller buildings and are lined with overhead doors. The smaller and simpler buildings are closer to the front of the property which will help screen the taller buildings.

Ms. Melendez inquired if there will be a sufficient amount of windows for natural light.

Mr. Johnson stated the office building will have natural light with the windows. The fleet services building and the shops will have 2' X 10' skylights installed which will allow a lot of natural light.

Mr. Johnson stated the proposed water feature will be close to the main entrance and to the east of the administration building. The water tower is intended to be the signage of the property.

Ms. Melendez inquired if there is only one access point into the property.

Mr. Johnson stated there is only one access point as the traffic count in and out of the property is low.

Ms. Melendez inquired as to what is planned for the area to the north.

Mr. Arnold stated that is a park site.

Ms. Angela Milewski with BHA Design stated the park site to the north is likely to happen but is unplanned at this time. Discussions with town staff have taken place regarding likely program items for the park of that size and how this facility will fit within that once it is planned. It is common that a community park might have some maintenance facilities as part of its program. The site plan is laid out with the administration building facing 15th Street and service type buildings in the back so there is a nice frontage along 15th Street. This will create a seamless blending of the two sites together.

Ms. Melendez inquired about fencing around the facility.

Ms. Milewski stated there will be fencing around the facility. The yard itself is fully fenced, which is important for security measures. The public entrance is open and there will be a security gate system.

8. Public Hearing – Conditional Use Grant to allow public administrative offices and service buildings in the Recreation and Open Space (O) zone district – 15th Street Park Site Annexation – Town of Windsor, applicant; Will Welch, WTW Company, and Angela Milewski, BHA Design, applicant’s representatives
- Quasi-judicial action
 - Staff presentation: Paul Hornbeck, Senior Planner

Town Board Member Morgan motioned to open public hearing; 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.

Per Mr. Hornbeck, the Conditional Use Grant (CUG) is required as part of the zoning on the property.

Section 16-7-50 of the Municipal Code lists the following requirements for approval of a conditional use grant, with staff analysis below:

1. The character and quality of the area in which the use will be located.
The areas surrounding the use are currently undeveloped and/or agricultural. The Future Land Use identified in the 2016 Windsor Comprehensive Plan depicts surrounding properties as Residential Mixed Use and Single Family Detached. The area to south is a platted residential subdivision under construction but no homes have been built yet. The area to the north is planned for a future Town of Windsor community park.
2. The physical appearance of the use, including suitability of architectural and landscaping treatment.
The appearance of the use from 15th Street will include landscaping and enhanced architecture. Storage and operational areas will be screened from 15th Street by buildings and screen walls. A raised railroad bed provides some screening from the residential subdivision.

3. Appropriate location of the building or buildings on the lot.
The proposed building locations appear to maximize screening of the use.
4. Adequate provision of parking, loading and circulation facilities.
Adequate parking, and room for future parking, appears to be provided.
5. Potential effect of the use upon off-site vehicular and pedestrian traffic circulation, with particular reference to potential traffic congestion.
With few customers visiting the site, the use will generate relatively minimal traffic. Traffic generated by the site will primarily consist of employees (currently 36 employees Public Works employees) and public works vehicles that will be coming and going throughout the day. A left turn lane will be added onto 15th street to accommodate site access. The sidewalk/trail along 15th street is planned to be expanded in the future when the park is developed.
6. Potential effect of the use on storm drainage in the area.
Storm drainage will be properly accommodated through the site plan process.
7. Adequacy of planting screens where necessary.
Planting screens adjacent to future residential development on the south side of the property need to be addressed through the site plan.
8. Provision of operational controls where necessary to avoid hazardous conditions or eliminate potential air or water pollutants or other noxious influences.
Staff has not identified any hazardous conditions, pollutants, or other noxious influences that cannot be addressed through the site plan process.
9. The general compatibility of the proposed use with the area in which it is to be located.
As previously mentioned the area is largely agricultural and/or undeveloped at this time, with a platted residential subdivision under development to the south. Additional residential development is anticipated given the future land use and zoning of the surrounding area. The site design and operations will need to be cognizant of future residential neighbors to mitigate sound, lighting, and visual impacts.

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

At their August 3, 2016 meeting, the Planning Commission forwarded a recommendation of approval subject to the following conditions.

- Sound, lighting, and visual impacts upon future residential neighbors shall be adequately addressed through the site plan.
- Any trail or road improvements that are deferred shall be completed with the development of the park site to the north.

Staff requests the following be entered into the record:

1. Application and supplemental materials
2. Staff memorandum and supporting documents

3. All testimony presented during the public hearing
4. Recommendation

Notification was sent in accordance with the Municipal Code to surrounding property owners.

Mr. Boudreau inquired if the addition of the left hand turn lane is included in the budget as part of the overall project.

Mr. Arnold stated the off sites and road improvements are included in the budget.

Mr. Melendez inquired if the parking spaces will be adequate for future employees.

Mr. Hornbeck stated future expansion has been planned for and is shown on the site plan.

Ms. Melendez inquired as to what energy measures will be taken on the buildings.

Mr. Arnold stated solar is being utilized on the property.

Mr. Welsh stated the back side of the administration building will be set up to take solar panels. Natural light will be used through the skylights. Some of the energy conservation items that could be done on larger buildings are not available for this project.

Ms. Unger stated LED lights will also be used.

Ms. Melendez inquired if there were any public comments during the neighborhood meeting.

Mr. Hornbeck stated an individual at the Planning Commission meeting had a number of questions that were addressed at that time. Beyond that there have been no comments received.

Ms. Melendez inquired as to the size of the anticipated park to the north.

Mr. Welch stated there is approximately 45 acres between the public works facility site and the new park site.

Ms. Melendez inquired if it residential is on the outside edge of the site.

Mr. Arnold stated this site was donated to the Town as part of a larger master planning effort of Tacinala. The 45 acres was all designated to be a community park.

Mr. Rennemeyer inquired as to what additional costs would it be to finish the entire parking lot at this time.

Mr. Arnold stated budget meetings are taking place tomorrow and budget updates are being presented next Monday. More accurate information will be available after the meetings.

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

9. Conditional Use Grant to allow public administrative offices and service buildings in the Recreation and Open Space (O) zone district – 15th Street Park Site Annexation – Town of

Windsor, applicant; Will Welch, WTW Company, and Angela Milewski, BHA Design, applicant's representatives

- Quasi-judicial action
- Staff presentation: Paul Hornbeck, Senior Planner

Mr. Hornbeck had nothing further to add.

Ms. Melendez inquired if the record is complete.

Mr. McCargar stated the record is complete.

Town Board Member Boudreau motioned to approve the conditional use grant subject to staff conditions; 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.

10. Update and Request for Direct on the 15th & Walnut Property Improvement

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

Per Mr. Lucas, during the 2015 budget process the Town Board budgeted \$100,000 for development of a one-acre site at 15th & Walnut. The Birdsall Group was hired and created three options for the site and in May of 2016 the three options were presented to the Town Board

Initial estimates for this project were high and staff recommended the project go out to bid to see what actual costs were.

A low bid was received from Walker Landscaping Inc. out of Fort Collins at a cost of \$53,950 although that did not include the pathway or development of the xeric grass demonstration areas, but does include seeding the entire site with xeric fescue turf grass.

In addition, when the project went out for bid the well was removed as staff felt the costs of the well would be less if it was completed internally. The cost of the project if the well is included would come to \$126,810.

Staff recommends the project be completed to include the Base Bid at \$53,950, the Breeze Pathway at \$5,360 and the well installation (including Electrical) at \$45,000 for a total cost of the project of \$104,310. Since that total cost is above the targeted budget, staff is requesting direction from the Board on how to proceed.

Mr. Lucas stated this site will not include lighting, no concrete pathway and no benches as this is a low key site. This site also is not what the Town defines as a park but it is a site improvement of Town owned property.

Mr. Morgan inquired as to what material would be used for the pathway.

Mr. Lucas stated it will be crusher fine; small rocks.

Mr. Baker inquired as to what the annual maintenance would be.

Mr. Lucas stated it would be minimal, as the maintenance would include mowing and irrigation.

Mr. Boudreau inquired if there have been any inquiries on the property.

Mr. Arnold stated the adjacent property is for sale but the Town has not made efforts to sell the property.

Ms. Melendez commented that if the property was seen previously, she would not have approved this project as a budget item.

Ms. Melendez inquired as to how many properties in Windsor are similar to this site that have not been improved.

Mr. Lucas stated the Town currently maintains one property, which is adjacent to 7th Street on the east side.

Mr. Willis stated there are several areas that are mowed and not actually improved; there are approximately a dozen sites similar to this around town.

Ms. Melendez stated she has several concerns regarding this project including the cost of the improvements for a one-acre parcel. In addition, if this site is improved and future requests are made for improvements in other neighborhoods, how can those requests be denied. Some citizens in that neighborhood have commented that they are grateful for getting a park so they may be expecting more than what improvements have been planned for the site.

Mr. Rennemeyer inquired as to how the project was brought up.

Mr. Lucas stated Mr. Morgan brought it up during budget discussions. In the past, the site has been used by the Town as storage for tree limbs and is an unsightly area in that neighborhood.

Ms. Melendez commented that to her knowledge there have not been previous complaints on record for the property.

Mr. Rennemeyer inquired if the other dozen parcels are similar in size to this property.

Mr. Willis stated for clarification, this is the only parcel recognized in this situation being on two main streets. Some of the other parcels may be in alleyways or detention areas.

Mr. Bennett inquired as to why this item came up during budget discussion.

Mr. Morgan stated this item was discussed at the initial budget meeting and \$100,000 was allocated to the project because of ongoing issues at the site. Mr. Morgan is not aware of other areas that the Town owns and uses to dump things. Signage was placed at the site to help address the issue. Mr. Morgan stated over the past year, he has spoken with individuals that attended the public open house that voiced their concerns and appreciation for the improvements. Just recently at the Nation Night Out individuals discussed this project and other projects around their neighborhood with no mention of concern. There may be other areas in Windsor that need some attention but there has to be a starting point to address some of the problems.

Ms. Melendez stated she is not against doing some improvements and voiced concern for this project the last time it was discussed.

Mr. Rennemeyer inquired if it is cheaper to put in native grasses that would not require ongoing maintenance and inquired as to how \$100,000 relates to other parks.

Mr. Lucas stated in regards to natural grass, the cheaper piece would be when it does not have to be irrigated. Mr. Lucas stated the most recent park was approximately \$1.2 - \$1.4 million dollars which is about \$200,000 per acre but that is a park site that individuals actively use. If this project site was being considered for purchase today, it would not meet the Town's criteria for dedicated park land. It may be difficult to compare site improvements to a park site.

Mr. Rennemeyer inquired if there is any way to scale back the project with the use of more natural grass and less shrubs and trees.

Mr. Lucas stated the trees could be removed and have just a grass site.

Mr. Rennemeyer inquired if the trees could be added at a later date.

Mr. Lucas stated the site could be scaled down more but than that may not be what was envisioned for in 2015.

Mr. Adams commented that this is one area that the Town can start doing some improvements.

Mr. Bennett commented that he does not want to set a precedent that citizen expect this type of project on every piece of property that the Town owns. This site is across from residential and on an intersection of two prominent streets.

Mr. Baker commented that the real cost of the improvements is approximately \$65,000 without the well and inquired if this qualifies for funds from the parks improvement fund.

Mr. Lucas stated he did not believe it qualifies.

Mr. Baker stated he is in favor of the project without the sod as that is what was budgeted for and does not feel like Town owned property in the middle of a neighborhood should be left without some sort of improvements.

Mr. Morgan commented that he believed Windsor should set a precedent and that properties that need addressed should be looked at.

Mr. Bennett commented that he agrees with Mr. Morgan and stated maybe some screening criteria should be put into place for residents.

Mr. Boudreau inquired as to how this piece of property was obtained.

Mr. Lucas stated it was part of the developer's park dedication.

Mr. Willis stated it was dedicated in the late 1990's or early 2000's.

Mr. Boudreau commented that he tends to agree with the Mayor and that a moral hazard is being created; if this site is developed at this price tag are we going to then set an expectation that every piece of land that is donated to Windsor will need to be improved.

Mr. Arnold stated this site was on the market approximately five years ago and one offer was received. It was then determined that the site was unbuildable so the offer was rescinded. This site would only really be valuable to the landowner to the west that has their house on the market.

Mr. Rennemeyer inquired if there is a way to scale back the project with all grass and no trees.
Mr. Lucas stated one option is to just plant grass but the grass would still need to be irrigated.

Mr. Rennemeyer inquired as to an estimated cost for just grass.
Mr. Lucas stated he did not have the bid with him.

Mr. Rennemeyer inquired about the trail.
Mr. Lucas stated it is a crusher fine trail and it is recommended that if the site will be all grass to forgo the other improvements.

Ms. Melendez inquired if the electrical will still be needed.
Mr. Lucas stated the electrical fees are included within the \$45,000 for the well.

Ms. Melendez inquired as to why the electrical is needed.
Mr. Lucas stated it is needed to run the well.

Mr. Rennemeyer inquired if it would be approximately \$10,000 less if there were no trees.
Mr. Lucas stated it could possibly be that amount. Also if the trail is removed that would save approximately \$15,000.

Mayor Pro Tem Baker motioned to approve the cost recommendation of \$104,810; Town Board Member Bennett seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Morgan, Bennett, Rennemeyer, Adams; Nays- Boudreau, Melendez; Motion passed.

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

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

Per Mr. Lucas, in April of 2015, a pickleball group that plays in the recreation center approached the Town regarding pickleball being outdoors. The Town budgeted \$45,000 for the outdoor courts and a GoCO grant was applied for but not received. In May of 2016, staff addressed the Board at the prompting of the pickleball group to continue to fund the project. An estimate for the project was \$45,000 for three courts and \$87 for six courts. Discussion also took place regarding the location of the courts. Ultimately, the Board's direction was to go out for the design bid not to exceed \$45,000. A bid was received in July for three courts at a cost of \$40,400. The bidder also included a price to complete all six courts at \$57,200. The pickleball players are very engaged with Town staff. The pickleball players were approached regarding raising funds for the project to help close the gap between the budgeted \$45,000 and the bid for the six courts at \$57,200. Recently the pickleball players have determined they could donate \$5,005.00 in cash before September 1, 2016 and are willing to help with sponsorships or signage

for the courts up to \$1,800 per year. The pickleball players have agreed to form a Windsor pickleball group or association. Starting in 2017, if a fee structure is developed they would be willing to pay fees in the summer months to reserve court time. A quick internet search was done and found a municipality that charges \$6.00 per hour for a court; figuring if all six courts were rented three times a week for 15 weeks that would be \$1,600-\$1,800 per year. Some of the pickleball members also volunteered to provide instruction of pickleball up to a \$500 value. The pickleball players would provide \$8,800 in funding over the course of the next year with \$5,005 being in immediate donation to the project.

Mr. Boudreau inquired if within three years between the reservation fees and the sponsorship fees that \$7,195 would be collected.

Mr. Lucas stated that is correct.

Mr. Boudreau commented the \$57,200 is significantly less from the original estimate.

Mr. Lucas commented that the sign sponsorships are for one year so there will be a new set of fees collected for each year.

Mr. Boudreau inquired if there will be an agreement with the pickleball players regarding the fee structure.

Mr. Lucas stated the Town would create the fee and the pickleball players have stated they will utilize the fee system which would be created by the recreation department.

Mr. Baker inquired if the reservation times will be capped during the week.

Mr. Lucas stated reservation times will not be capped at this time with the availability of the courts and the seniors usually play early in the mornings. If problems arise then capped times could be implemented.

Mr. Morgan inquired if there are any other facilities with this much citizen engagement.

Mr. Lucas stated he does not know of any. Pickleball players are very passionate about the sport.

Mr. Rennemeyer stated he is in favor of allocating the funds if we see their money.

Per Mr. Lucas, the contractor stated it would take a month to complete the project so the project could be put on hold until after early September when the funds are received. If the project is on hold until then, the courts would likely open in late October which would result in a limited amount of court time this year due to weather.

Mr. Rennemeyer inquired as to when the scheduled start date is.

Mr. Lucas stated it is around Labor Day and will take approximately one month to complete.

Mr. Brian Moeck, 837 Yonkee Drive, Windsor CO stated donations were solicited through email and pledges from 30 individuals and/or couples were made. Not all the funds are currently in hand.

Mr. Adams commended the pickleball players on their efforts to get the courts developed but does not agree with charging the players to develop the courts.

Mr. Rennemeyer inquired as to where the initial \$80,000 came from.

Mr. Lucas stated that was an estimate from contractors before the project went out for bid.

Mr. Rennemeyer inquired if the scope of the courts was being downgraded from the \$80,000 bid.

Mr. Lucas stated the scope was not changed.

Ms. Melendez commended the pickleball players on their efforts on getting the courts developed.

Mr. Boudreau inquired as to how the reservation system will work.

Mr. Lucas stated the reservations will be handled the same way the park shelter rentals are. When the courts are reserved a receipt will be given which will be their permit for their court time.

Mr. Adams inquired as to lights at the courts.

Mr. Lucas stated there has been no discussion regarding lights but would be opposed to them because of the location of the park.

Mayor Pro Tem Baker motioned to approve the funds required to build the additional three pickleball courts; seconded by Town Board Member Rennemeyer. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Bennett, Rennemeyer, Adams; Nays- Boudreau, Melendez; Motion passed.

D. COMMUNICATIONS

1. Communications from the Town Attorney

Mr. McCargar stated a draft IGA for the I-25 improvements with Larimer County was received today. Also, Mr. McCargar will not be in attendance during the CIP discussions at the work session next week.

2. Communications from Town Staff

None

3. Communications from the Town Manager

Mr. Arnold stated next week discussions regarding CIP are on the work session agenda. A revenue forecast will be presented and feedback is welcomed from the Board regarding how they feel the economy is doing. There will also be an update from team that is working on the recreation center and an update on public works facility. Items on the future meetings agenda will be prioritized as the list of items is getting long.

Mr. Arnold proposed an idea to the Town Board for the first day of school. On August 18th the fire chief in coordination with the police department will be parking fire engines around Windsor with banners reminding individuals of the first day of school. Since there is a new traffic light across

from the middle school, Mr. Arnold asked if Board Member would be willing to participate with crossing at the crosswalk on 7th Street and Main Street.

4. Communications from Town Board Members

Ms. Melendez asked for an update on the final result of the insurance issue that was presented in a memo from Mr. McCargar.

Ms. Melendez thanked all who participated in National Night Out.

Mr. Morgan thanked reporter Alison Dyer Bluemel for her honest and fair reporting.

E. ADJOURN

1. **Town Board Member Boudreau 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 9:18 p.m.

Deputy Town Clerk, Krystal Eucker



MEMORANDUM

Date: August 22, 2016
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Wade Willis, CPRP, Parks and Open Space Manager
Re: A Resolution Approving an Intergovernmental Agreement for Assistance with Great Outdoors Colorado Funding between the Town of Windsor, Colorado and Weld County School District Re-4
Item #: B.2.

Background / Discussion:

On September 28, 2015 Town board approved Resolution No. 2015-57 for the Town to cooperate with Skyview Elementary School to pursue a Mini Grant through GOCO for funding development of an Outdoor Classroom. The GOCO Board awarded funding for the project in March of 2016. In order to administer the funds, GOCO requires that the referenced IGA is in place.

Presented for your consideration this evening is a resolution which will accept an IGA for the administration of Great Outdoors Colorado (GOCO) funding between Weld County School District RE-4 (District) and the Town of Windsor (Town) in which the Town is being utilized as a pass through.

Financial Impact:

No funding is required for the sponsorship for Skyview.

Recommendation:

Move to adopt Resolution No. 2016-57 - A Resolution Approving an Intergovernmental Agreement for Assistance with Great Outdoors Colorado Funding between the Town of Windsor, Colorado and Weld County School District Re-4.

Attachments:

Resolution No. 2016-57 - A Resolution Approving an Intergovernmental Agreement for Assistance with Great Outdoors Colorado Funding between the Town of Windsor, Colorado and Weld County School District Re-4

TOWN OF WINDSOR

RESOLUTION NO. 2016-57

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR ASSISTANCE WITH GREAT OUTDOORS COLORADO FUNDING BETWEEN THE TOWN OF WINDSOR, COLORADO AND WELD COUNTY SCHOOL DISTRICT RE-4

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 a long history of cooperative relations with the Weld County School District RE-4 (“District”); and

WHEREAS, the Town has received a grant from the Great Outdoors Colorado (“GOCO”) for the construction of an Outdoor Classroom at Skyview Elementary School (“Project”) within the District; and

WHEREAS, GOCO requires that the applicant for grant funding must be a local government, and;

WHEREAS, the District is an ineligible direct recipient of the grant; and

WHEREAS, the Town and the District have entered into an Intergovernmental Agreement (“IGA”) outlining the terms by which the Town shall serve as a conduit to the District for the grant funding of this Project, and the District’s assumption of the Town’s obligations to GOCO; and

WHEREAS, Title 29, Article 1 of the Colorado Revised Statutes encourages and permits local governments to cooperate in the provision of any function, service, or facility lawfully authorized to each of the cooperating entities, including the sharing of costs, the imposition of taxes, or the incurring of debt, so long as such cooperation is authorized by each party thereto with the approval of its governing body; and

WHEREAS, it is the Town’s desire to provide a variety of educational opportunities; and

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

1. The attached Intergovernmental Agreement for Assistance with Great Outdoors Colorado (GOCO) Funding, is hereby approved and adopted.
2. The Mayor is hereby authorized to execute the attached Intergovernmental Agreement on behalf of the Town.

3. The Town Attorney is authorized to make such modifications to the form of the attached Intergovernmental Agreement 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 22nd day of August, 2016.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

**INTERGOVERNMENTAL AGREEMENT
FOR ASSISTANCE WITH GREAT OUTDOORS COLORADO (GOCO)
FUNDING**

This Agreement is made this 16th day of May, 2016, between the Town of Windsor, Colorado, a Colorado home rule municipality (hereinafter, "Town") and the Weld County School District RE-4 (hereinafter, "District").

RECITALS

WHEREAS, the Town has applied for and received a grant from Great Outdoors Colorado, (GOCO) for the construction of an Outdoor Classroom, more particularly described in Exhibit A hereto (hereinafter, the "Project" or "outdoor classroom improvements"); and

WHEREAS, the District is an ineligible direct recipient of the grant pursuant to Colorado law; and

WHEREAS, the parties intend by this agreement for the Town to be the conduit through which District will receive the benefit of the grant; and

WHEREAS, the Grant Agreement between the Town and Great Outdoors Colorado is attached to this agreement as Exhibit B; and

WHEREAS, the District intends to bind itself to the Town for all of the Town's obligations as described in the Grant Agreement for the Project; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises stated below and other valuable consideration, the parties agree as follows:

AGREEMENT

1. The Town shall use its best efforts to fulfill all conditions precedent to administer the GOCO grant as described in the Grant Agreement. The parties will cooperate and provide all documents necessary for the Town to fulfill all applicable conditions precedent. To the extent permitted and as limited by Colorado law, the District further assumes all Town liabilities and binds itself to the Town for the Town's obligations to GOCO, as defined with in the Grant Agreement.
2. The Town does not assume any obligation to District to construct, operate, or maintain the outdoor classroom improvements contemplated by the Grant Agreement. Upon receipt of the grant award by the Town, the District will construct the outdoor classroom improvements, and shall be entitled to reimbursement of construction expenses from the Town up to, but in no event greater than, the grant funds received pursuant to the Grant Agreement.

Reimbursement to the District shall be made by the Town within thirty (30) days after the District certifies to the Town that the Project is substantially complete.

3. Unless a claim by GOCO arises out of the wrongful act of the Town, the District shall be responsible to the Town to indemnify and hold the Town harmless for any claim by GOCO arising under the Grant Agreement, in the same manner and extent as the Town may be responsible to GOCO. The parties agree that this provision shall not constitute a waiver of any of the protections or limitations on liability provided to them under the Colorado Governmental Immunity Act.
4. The District shall construct and operate the outdoor classroom improvements contemplated by the Grant Agreement. The District shall maintain same in accordance with established District policy for maintenance and in accordance with GOCO grant requirements. Should any claim for personal injuries, property damage or wrongful death be asserted as a result of the construction, operation, maintenance, or use of the improvements contemplated by the Grant Agreement, the District shall be responsible for any such claim in the manner, but only to the extent, provided by the Colorado Governmental Immunity Act and Colorado law.
5. By executing this Agreement, the parties do not waive any immunity or limitation of liability provided under Colorado law, including but not limited to those contained in the Colorado Governmental Immunity Act. This Agreement does not create a multi-year fiscal obligation, nor does this Agreement create any other financial obligation not supported by a current-year appropriation.
6. This Agreement does not create any rights or benefit in favor of any individual or entity not a signatory hereto. Neither party shall extend the full faith and credit of the other to any third person or entity.
7. This Agreement, and its identified exhibits, shall constitute the entire agreement of the parties. There are no promises, representations or undertakings other than those set forth herein with respect to the subject matter of this Agreement.
8. Nothing herein shall be construed to commit the Town revenues to the costs of the outdoor classroom improvements, except to the extent covered by the GOCO Grant received pursuant to the Grant Agreement.
9. In the event of a breach of this Agreement, either party may pursue any remedy available at law or in equity. In the event of suit, the prevailing party shall be entitled to an award of attorney fees and costs associated with pursuing enforcement, including but not limited to expert witness fees, deposition costs and trial services.

WHEREFORE, the parties set their hands and seals to the within Agreement upon the date first-stated above.

WELD COUNTY SCHOOL DISTRICT RE-4
BOARD OF EDUCATION

ATTEST:

By: Tommy Bowman
President

[Signature]
Secretary

TOWN OF WINDSOR, COLORADO

ATTEST:

[Seal]

Kristie Melendez, Mayor

Patti Garcia, Town Clerk



MEMORANDUM

Date: August 22, 2016
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Dennis Wagner, Director of Engineering
Re: Review and Confirm Water Rights Requirement for Windsor Charter Academy at 680 Academy Ct.
Item #: C.1

Background / Discussion:

The original Windsor Charter Academy (WCA) school was established in 2001 at 680 Academy Ct. in a Limited Industrial (IL) zoned area. Because the lots were zoned IL, and a school was not yet proposed, the raw water dedication was set at 0.385 acre-feet per lot based on actual water usage data in the Windsor Tech Business Center development to the northwest of Academy Ct. The developer of the lots satisfied the original raw water dedication.

WCA was expanded in 2011 and again in 2016. In conjunction with the expansion in 2016 Windsor staff looked back at actual water usage for the school to determine if the original water dedication was sufficient to service the current and projected student population. Actual average annual water usage at the school for the period May 2014 through April 2016 was 0.952 acre-feet. Incorporating standard 17% shrinkage translates to an existing raw water deficit of 0.73 acre-feet. Cash value of the deficit is \$27,740 and has not been satisfied.

The 2016 school expansion will include 58 new students. Raw water for those students was calculated by multiplying 58 times 0.00169 acre-feet per student and adding 17% shrinkage, for a total of 0.11 acre-feet. Cash value is \$4,180 and was paid recently by the project contractor.

Copied below are the pertinent paragraphs from Section 13-2-80 (titled: Grant of Water Rights Required) in Windsor's Municipal Code that are the basis for staff's request for additional raw water dedication or cash-in-lieu of dedication for the existing Windsor Charter Academy and 2016 expansion:

- (b) The water requirements for all zoning districts other than those listed in the paragraph above shall be reviewed and determined by the Town Board as specific development plans are proposed. The basis of water requirements shall be the anticipated annual water usage of the development.
- (c) The foregoing water rights requirements shall be based upon their initial intended use and shall be required to be satisfied one (1) time only for each annexation, subdivision, subdevelopment and parcel of land. If the initial intended use is altered or changed, the owner of such tract shall furnish such additional water as shall be determined by the Town to be due on account of such different use.

Mr. Leonard Wiest, representing the project contractor, requested that the raw water fee be "waived" and the following is copied from his email.

As we discussed please consider this our formal appeal on the amount of the raw water fee according to Dennis Wagner's calculation which I have attached. You indicated that your ordinance requires this fee to be paid before the initiation of

water service or the Certificate of Occupancy. Listed below are the reason's for the appeal:

1. The expansion is for 65 new students, and the calculation for the raw water fee not included the per student consumption, but went back two years on total water usage at the school, and is including raw water for the over use of water from 2014, and 2015. The total is not due to the capital expansion project.
2. The overage for the previous 2 years would actually be an operating cost of the school and not part of the 4 room expansion going on now. It works out to about 3% of the expansion project and was not included in the budget for the expansion.
3. The school and the contractor voluntarily chose to go through the local process rather than exercise their option of using the State's process since the school is a State entity. The school through its general contractor have paid over \$20,000 in fees to the town that otherwise wouldn't have been paid if the State option.
4. The \$27,000 in raw water fees due to the previous usage would be much better spent on teaching materials for the teachers, or learning aids for the students.
5. Now that the school is aware of the usage, a more vigilant conservative approach could reduce the annual usage at the school.

Financial Impact:

\$27,740

Recommendation:

Confirm that \$27,740 is due for Windsor Charter Academy raw water.



MEMORANDUM

Date: August 22, 2016
To: Mayor & Town Board
Via: Kelly Arnold, Town Manager
Scott Ballstadt, AICP, Director of Planning
From: Paul Hornbeck, Senior Planner
Subject: Ordinance No. 2016-1523 – An Ordinance Annexing and Zoning Certain Territory known as the Weakland Annexation to the Town of Windsor, Colorado – Pat and Amanda Weakland, Windsor Gardener/High Hops Brewery, applicants
Resolution No. 2016-58 - A Resolution Approving an Annexation Agreement between the Town of Windsor and Pat and Amanda Weakland with Respect to the Weakland Annexation to the Town of Windsor, Colorado – Pat and Amanda Weakland, Windsor Gardener/High Hops Brewery, applicants
Location: 6461 SH 392 (approximately 130 feet west of 17th Street at the northwest corner or SH 392 & 17th Street)
Item #: C.2, C.3

Background:

Ordinance No. 2016-1523:

The applicants, Mr. Pat Weakland and Mrs. Amanda Weakland, are requesting to annex approximately 9.87 acres to the Town of Windsor. As depicted on the enclosed Annexation Plat, the applicants are requesting General Commercial (GC) zoning for the entire property.

The site is currently home to The Windsor Gardner and High Hops Brewery. Upon annexation and site plan approval, the applicants plan to construct a new 10,200 square foot brew house and a new 3,735 square foot greenhouse.

The applicants held a neighborhood meeting on January 25, 2016 and there were no attendees.

On June 21, 2016, the Town Board adopted Resolution No. 2016-44 Making Certain Findings of Fact and Setting the Public Hearing Dates for the Weakland Annexation (Planning Commission on August 3, 2016 and Town Board on August 8, 2016).

Resolution No. 2016-58:

Following the Town Board's action on Ordinance No. 2016-1523, the Town Board may review Action Item C.3, which is Resolution No. 2016-58 approving an Annexation Agreement between the Town of Windsor and the applicant's for the Weakland Annexation.

Conformance with Comprehensive Plan:

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

Chapter 5a – Land Use Plan

The proposed zoning designation is consistent with the land use plan which identifies this property as General Commercial.

Chapter 5b - Growth Framework

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*

Approval of the Weakland Annexation with the General Commercial zoning designation meets the intent of these goals and objectives and is consistent with the Growth Strategy Map, which depicts the property within the 'Secondary Growth Area'. The Comprehensive Plan states development of such sites "will require careful planning to ensure newly annexed areas...can be served by Town infrastructure." In this case, infrastructure is in close proximity to the site and the applicant will be responsible for connecting sewer services.

Conformance with Vision 2025:

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

Recommendation:

At their August 3, 2016 regular meeting, the Planning Commission forwarded a recommendation of approval of the Weakland Annexation and zoning designation.

Notification:

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

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

- July 8, 2016 – public hearing notice published on the Town website
- July 1, 2016 – staff submitted legal ad to the Paper to run for 4 consecutive weeks
 - July 8, 2016 – first week legal ad
 - July 15, 2016 – second week legal ad
 - July 22, 2016 – third week legal ad
 - July 29, 2016 – fourth week legal ad
- July 1, 2016 – large annexation sign posted on the property
- July 1, 2016 – staff mailed Certified Packets to relevant taxing districts
- July 21, 2016 – applicant mailed letters to surrounding property owners

Enclosures: Ordinance No. 2016-1523
Resolution No. 2016-58
Annexation Petition

Aug 22, 2016

Town Board – memo – Weakland Annexation and Zoning – 2nd Reading

Weakland Annexation Plat
Excerpt of 8.8.16 draft Town Board minutes

pc: Pat Weakland, applicant

TOWN OF WINDSOR

ORDINANCE NO. 2016 - 1523

AN ORDINANCE APPROVING THE WEAKLAND ANNEXATION TO THE TOWN OF WINDSOR PURSUANT TO THE COLORADO MUNICIPAL ANNEXATION ACT OF 1965

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

WHEREAS, the Town Clerk has received an Annexation Petition dated November 6, 2015, seeking annexation of certain real property described therein and proposed as the “Weakland Annexation to the Town of Windsor”; and

WHEREAS, the Town has complied in all respects with the requirements of law, including conducting required public hearings pursuant to statutory notice and making required findings of fact, which findings are incorporated herein by this reference; and

WHEREAS, following public hearing, the Planning Commission has recommended the approval of the Weakland Annexation to the Town of Windsor; and

WHEREAS, based upon the record and the findings of fact previously made, the Town Board has determined that no election is required for annexation; and

WHEREAS, the proposed Weakland Annexation to the Town of Windsor is depicted and legally-described in the attached Annexation Map, which is incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town Board is prepared to approve the Weakland Annexation as provided in Title 31, Article 12 of the Colorado Revised Statutes.

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

Section 1. The Weakland Annexation to the Town of Windsor, as depicted and legally-described in Exhibit A hereto, is hereby approved.

Section 2. The Town Clerk shall comply with the requirements of § 31-12-113 (2) (a), C.R.S.

Introduced, passed on first reading, and ordered published this 8th day of August, 2016.

TOWN OF WINDSOR, COLORADO

By Kristie Melendez
Kristie Melendez, Mayor



ATTEST:

Patti Garcia
Patti Garcia, Town Clerk

Introduced, passed on second reading, and ordered published this 22nd day of August, 2016.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Exhibit A

DESCRIPTION

A plat of a parcel of land in the TOWN OF WINDSOR, County of Weld, Colorado, located in the Southwest Quarter of Section Eighteen (18), Township Six North (T.6N), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.) and more particularly described as follows:

Lot B, Recorded Exemption No. 0807-18-3 RE1425 recorded July 31, 1992 at Reception No. 2298013 of the Records of Weld County Recorder, Excepting therefrom a parcel of land dedicated as Highway Right-of-Way, and being described in Warranty Deed recorded November 6, 2007 at Reception No. 3515899 of the Records of Weld County Recorders, State of Colorado.

Containing 9.868 acres more or less.

TOWN OF WINDSOR

RESOLUTION NO. 2016-58

A RESOLUTION APPROVING THE WEAKLAND ANNEXATION AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, on November 6, 2015, the Town Clerk received an Annexation Petition seeking annexation of certain real property described therein and proposed as the “Weakland Annexation to the Town of Windsor”; and

WHEREAS, pursuant to the Colorado Municipal Annexation Act of 1965, the Town Board has taken all required steps for final approval of the Weakland Annexation to the Town of Windsor; and

WHEREAS, the Town and the petitioning landowners have negotiated the attached Weakland Annexation Agreement (“Agreement”), the terms of which are incorporated herein as if set forth fully; and

WHEREAS, the Town Board finds that the terms of the Agreement are proper in all respects, and should therefore be approved.

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

1. The attached Weakland Annexation Agreement is hereby approved.
2. The Mayor is authorized to execute the Weakland Annexation Agreement on the Town’s behalf.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 22nd day of August, 2016.

TOWN OF WINDSOR, COLORADO

Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

WEAKLAND ANNEXATION AGREEMENT

THIS WEAKLAND ANNEXATION AGREEMENT ("Agreement") is made and entered into this 11th day of August, 2016, by and between the TOWN OF WINDSOR, COLORADO, a Colorado home rule municipal corporation ("Town"), and PATRICK G. WEAKLAND and AMANDA J. WEAKLAND, joint tenants (collectively, "Annexor").

WITNESSETH:

WHEREAS, Annexor is the owner of the property more fully described in Exhibit "A", attached hereto and incorporated herein by this reference, and shall be known as the Weakland Annexation to the Town of Windsor, Colorado ("Property"); and

WHEREAS, over the course of the years, Annexor has undertaken development of the Property, which has resulted in an established use as a garden supply center, brewery operation and related agricultural activity under approvals issued by Weld County; and

WHEREAS, the Annexor intends to expand the brewery operation and hospitality aspects thereof as market demand requires; and

WHEREAS, the parties contemplate that the future use of the Property will remain commercial in nature, and that no residential development is expected within the Property; and

WHEREAS, the Property is currently served by the Town's water utility pursuant to a prior agreement; and

WHEREAS, the Property is not currently connected to the Town's sanitary sewer utility facilities; and

WHEREAS, Annexor has filed an annexation petition for the annexation of the Property dated November 6, 2015 ("Petition"); and

WHEREAS, the Town Board has by resolution accepted the Petition and approved its form; and

WHEREAS, by the terms and conditions of this Annexation Agreement, the parties have provided for zoning of the property consistent with the comprehensive plan of the Town and have provided for certain requirements for the further development of the Property; and

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE I. PREAMBLE

The parties agree that the recitals contained in the Recitals set forth above are true and correct and that those recitals are hereby incorporated into the body of this Annexation Agreement.

ARTICLE II. ZONING

The Town agrees that upon annexation, the Property shall be zoned in conformance with the designations set forth on the Weakland Annexation map filed in the office of the Director of Planning. The zoning designations, annexation map and Petition for the Weakland Annexation are incorporated herein by this reference. It is further understood and agreed that the aforesaid zoning designations do not waive the authority of the Annexor or the Town to initiate rezoning of the land in accordance with the ordinances of the Town and the laws of the State of Colorado.

ARTICLE III. PUBLIC IMPROVEMENTS

A. Public Improvements. In conjunction with future development of the Property, Annexor acknowledges that it will be required to enter into an agreement for the construction and maintenance of public improvements. The terms and conditions of this Annexation Agreement shall not limit the subject matter of any subsequent agreement for public improvements and shall not be construed to prohibit or in any way limit the Town from requiring performance of reasonable requirements by the Annexor prior to approving any development plan.

B. Expansion of existing uses. In conjunction with any expansion of existing uses within the Property, and as may be required through the Town's site plan review process for such uses, the Annexor shall install and dedicate to the Town such public improvements as may be necessary to serve such expanded uses.

C. Reimbursements. Nothing herein shall prevent the parties from entering into separate agreements for reimbursement of costs associated with public improvements as economic incentives or inducements, subject to approval by the Town Board.

ARTICLE IV. STREETS

A. Subdivision Street Standards and Improvements. Annexor understands and agrees that should subdivision of the Property become necessary, the Annexor shall be solely responsible for concurrently dedicating to the Town all necessary rights-of-way for the full width of all proposed streets within the Property or on the exterior boundaries of the Property, without cost to the Town. The Annexor shall be solely responsible for the cost to install all streets within the Property. The Annexor further understands and agrees to fully construct and improve, at its sole expense, all such streets in conformity with the applicable ordinances, rules, regulations, and engineering specifications of the Town in effect at the time of any development proposal.

B. Expansion of existing uses. In conjunction with any expansion of existing uses within the Property, and as may be required through the Town's site plan review process for such uses, the Annexor shall be solely responsible for dedicating to the Town all necessary rights-of-way for the full width of all proposed streets within the Property or on the exterior boundaries of the Property, without cost to the Town. The Annexor shall be solely responsible for the cost to

install all streets within the Property. The Annexor further understands and agrees to fully construct and improve, at its sole expense, all such streets in conformity with the applicable ordinances, rules, regulations, and engineering specifications of the Town in effect at the time of any development proposal.

C. Street Access. Future new access points from the Property to 17th Street shall be in conformity with Town-approved access permits. The parties agree that access to the Property from 17th Street will align with the interior roadway serving Lot 1, Jacoby Farm Subdivision, Fifth Filing, as reflected in the approved site plan for that property.

D. Existing Over-curb Access. The Annexor shall discontinue the vehicular use of all over-curb access to the Property from 17th Street, and shall establish vehicular access to the Property only in conformity with a Town-approved access permit or permits.

E. Paving of existing drives and street connections. In conjunction with the first Town-issued site plan approval for the Property, Annexor shall pave the existing drives and public street connections within the Property identified for paving in the approved site plan for the Property.

F. Sidewalks. In conjunction with any development approval for portions of the Property lying north of the current sidewalk terminus north of the existing 17th Street access to the Property ("Existing Terminus"), the Annexor agrees to install sidewalks in conformity with Town standards along the entire street frontage for any such approved development, which sidewalks shall connect to the Existing Terminus. This sub-section shall not apply to development approvals associated with the location or relocation of temporary structures within the Property. For purposes of this Agreement, "temporary structures" shall mean Quonset greenhouses staked to the surface and pole barns with upright poles placed at no more than three (3) feet in depth below grade.

ARTICLE V. DEDICATIONS, PERMITS, FEES AND RELATED REQUIREMENTS

Subdivision and future development. As part of subdivision or future site planning for any expanded use of the Property, or concurrent with the application for any building permit for improvements within the Property, Annexor agrees to comply with all of the development and/or construction requirements of the Town including, but not limited to, all applicable floodplain requirements, fire and building codes, all building permit fees in effect at the time the building permit application is deemed complete, all impact fees, including but not limited to, fees for roads, storm drainage, and water and sewer plant investment fees. Annexor hereby acknowledges the legality, necessity and validity of the aforesaid development requirements.

ARTICLE VI. WATER SERVICES

A. Water Lines and Facilities. As part of the subdivision or future site planning for any expanded use of the Property, Annexor agrees to install and connect, at its sole expense, such water lines and facilities as may be required by the Town. Additionally, and as agreed to by

the parties either through the subdivision platting process or through the site planning process, Annexor further agrees to obtain and dedicate at its sole expense all necessary unobstructed rights-of-ways for utility easements needed for water lines and facilities to allow service to the Property or for transmission through the Property, in sizes and capacities as prescribed by the Town.

B. Fire Safety. Upon subdivision or future site planning for any expanded use of the Property, Annexor shall design and install, at its sole expense, water lines, fire hydrants and related appurtenances within the Property in accordance with all of the requirements and specifications of the Windsor-Severance Fire Rescue District and the Town. Annexor shall provide evidence of compliance to the Town prior to the issuance of any building permits for the Property.

ARTICLE VII. WATER RIGHTS

The parties acknowledge that Annexor has previously dedicated water rights sufficient for the Town to provide water service to development within the Property. Presently, the raw water available from these dedications is the equivalent of 2.7 acre-feet. Annexor agrees that the dedication of raw water rights shall be subject to review and adjustment as water demand shall require, in accordance with *Windsor Municipal Code* Section 13-2-80 (c). Annexor agrees that should existing or future development within the Property demand more than the equivalent of 2.7 acre-feet of water, additional raw water dedications in accordance with the *Windsor Municipal Code* then in effect will be required as a condition of continued or expanded water service to the Property.

ARTICLE VIII. SANITARY SEWER SERVICES

A. Discontinued use of septic system. Annexor acknowledges that the maintenance and use of septic systems within the Town is prohibited under *Windsor Municipal Code* Section 13-1-30. Prior to the issuance of a Certificate of Occupancy by the Town for any structures within the Property, Annexor shall complete all required Sanitary Sewer Connection Facilities as defined in this Article below, and shall discontinue all use of all septic systems currently serving the Property. Discontinued use shall be accomplished by a permanent physical decommissioning of the septic systems and their components, such that septic systems cannot later be re-activated. Annexor acknowledges that failure to establish a permanent connection to the Town's sanitary sewer facilities will render the Property entirely incapable of commercial use.

B. Sanitary Sewer Connection Facilities. Prior to the issuance of a Certificate of Occupancy by the Town for any structures within the Property, Annexor shall at its sole expense complete the following improvements necessary for connection to the Town's sanitary sewer utility facilities: installation of one or more service pipelines connected to a pump-driven lift station and force main to specifications approved in advance by the Town; full physical connection of the lift station and force main by pipeline to the Town's sanitary sewer pipeline at the manhole immediately east of 17th Street; installation of a flow meter below the lift station

pump. These improvements will herein be referred to as the "Sanitary Sewer Connection Facilities".

Annexor shall be solely responsible for the cost of construction, operation, maintenance, repair and replacement of the Sanitary Sewer Connection Facilities, including any connection-related fees imposed by the Town. The Town and Annexor may, however, enter into one or more agreements for reimbursement of all or some portion of such costs. Nothing herein shall be deemed a promise or offer of reimbursement by the Town, and any reimbursements shall be the subject of other writings between the parties.

C. Subdivision and site planning. As part of the subdivision or future site planning for any expanded use of the Property, Annexor agrees to install, at its sole expense, such sanitary sewer lines and facilities as may be required by the Town to serve each improved site within the proposed subdivision or site plan. Additionally, either through the subdivision platting process or through the site planning process, Annexor further agrees to obtain and dedicate at its sole expense all necessary unobstructed rights-of-way for utility easements needed for sanitary sewer lines and facilities to allow service to the Property or for transmission through the Property, in sizes and capacities as prescribed by the Town.

D. Brewery Effluent. No brewery effluent shall be introduced to the Town's sanitary sewer system unless and until an industrial pre-treatment facility is installed in accordance with Town-approved standards. Upon completion of the required industrial pre-treatment facility, all effluent originating from the Property shall comply with Town standards for effluent discharges as set forth in the *Windsor Municipal Code* as presently adopted and as may be amended in the future. Annexor hereby consents to Town sampling of effluent at any appropriate sampling location within the Property. Should future effluent sampling indicate that effluent pre-treatment modifications or the purchase of additional treatment capacity are necessary to maintain compliance with the Town's effluent standards, the Annexor agrees to undertake and complete such modifications at its sole expense upon notification by the Town.

E. Compliance with State wastewater requirements. The Annexor shall comply with all applicable requirements associated with wastewater discharges originating within the Property.

ARTICLE IX. STORM DRAINAGE

A. In conjunction with the addition of non-pervious surface(s) within the Property, including but not limited to the proposed brewery expansion, Annexor agrees to install, at its sole expense, storm drainage improvements and facilities necessary to serve the property as may be required by the Town. Additionally, and as agreed to by the parties either through the subdivision platting process or site planning process, Annexor further agrees to obtain and dedicate at its sole expense all necessary unobstructed rights-of-way and easements for storm sewer facilities to serve the Property or for transmission of historic storm water flows through the Property, in sufficient sizes and widths for such facilities and maintenance as prescribed by the Town.

B. All storm drainage improvements and facilities shall be constructed in a manner that shall minimize flooding in developed areas concurrently with any development of the Property or addition of non-pervious surface(s) within the Property. Upon review and recommendation by the Town Engineer, the Annexor shall participate in and provide for the required improvements and facilities to implement the Town's Drainage Master Plan.

ARTICLE X. FLOOD PLAIN, FILLING AND/OR EXCAVATING

Any work within the Property shall comply with all applicable federal, state and local regulations related to wetlands, floodway, floodplain, excavation or filling. All permits required under such regulations shall be applied for, obtained and complied with at the sole expense of Annexor. The Annexor further understands and agrees that prior to the commencement of any excavation and/or filling activities, the Annexor shall provide the Town Engineer with copies of all such permits and/or information pertaining to any such activities, and, where applicable and when deemed appropriate by the Town Engineer, the Annexor must receive written approval from the Town Engineer for commencement of any applicable excavation and/or filling activities.

ARTICLE XI. AGRICULTURAL USE

A. General Permissions and Limitations. The parties recognize that significant portions of the Property are currently being used for agricultural purposes, including production of hops and grazing of livestock. The Town does not have a zoning designation which permits such activity, and Annexor understands that extensive agricultural activity at the western gateway of the Town's commercial area is not consistent with long-range planning for this area. Annexor may undertake and continue these agricultural activities, and the Town may consider proposed alternative agricultural practices consistent with sound agriculture, so long as such activities are consistent with the character of agricultural uses currently taking place within the Property, and so long as such activity does not present a material risk of harm to the public health, safety and welfare.

B. Revocation. With respect to agricultural activities within the Property, it is further understood that subdivision of the Property may result in additional restrictions or the elimination of agricultural activities upon the lots or tracts created by subdivision. If at any time following public hearing, the Windsor Town Board concludes that agricultural uses within any portion of the Property are contrary to the health, safety or welfare of the public, the Town Board reserves the right to order that such agricultural activities cease and desist.

ARTICLE XII. HUNTING

It is understood and agreed that all hunting activity shall be discontinued within the Property, and no hunting shall take place therein.

ARTICLE XIII. OUTDOOR ADVERTISING

The parties acknowledge that Annexor proposes to install a silo-like structure within the Property, intended to provide visible outdoor promotion of the brewery enterprise. The Town anticipates review of this structure, its location and its appearance in conjunction with the site planning process. The parties agree this structure may be installed only in accordance with the approved site plan for development within the Property.

ARTICLE XIV. LANDSCAPING

The Town acknowledges that the Property has previously developed and established as a garden supply center and brewery operation under approvals issued by Weld County and was not developed in accordance with the Town's Tree and Landscape Standards. Therefore, rather than apply such standards to the established portions of the site at this time, Annexor agrees to incorporate the Town's Tree and Landscape Standards to areas proposed for development as future development occurs, including the addition of trees in specified numbers and species along the perimeter of the Property adjacent to public right-of-way. In conjunction with future development of the Property, Annexor agrees to irrigate approved landscaping as may be required under each approved site plan for such development.

ARTICLE XV. COMPLIANCE WITH COMMERCIAL CORRIDOR PLAN DESIGN CRITERIA AND PROCEDURES

The parties acknowledge that the Property has previously developed and established as a garden supply center and brewery operation under approvals issued by Weld County and was not developed in accordance with the Town's Commercial Corridor Plan (CCP). Therefore, rather than apply architectural requirements of the CCP to future structures proposed for the Property, such future structures shall instead be required to complement the established architectural theme on the property, and shall be further subject to all *Windsor Municipal Code* requirements applicable to commercial development.

XVI. OTHER PUBLIC LAND DEDICATIONS

As part of the subdivision of the Property and solely at its expense, the Annexor agrees to dedicate to the Town such other public lands within the Property which may be necessary to service the Property for open space and other public improvements including, but not limited to, easements for storm water drainage facilities, water lines and facilities, and sewer lines and facilities.

Upon dedication and conveyance of the land as aforesaid, Annexor shall be deemed to have fully satisfied all land dedication requirements under the Town's proposed land dedication ordinance as may then be in effect. It is further understood and agreed that the land dedication required herein is a condition of annexation and, should no land dedication ordinance be in effect at the time Annexor proposes development, this condition of annexation shall nonetheless be deemed fully enforceable.

ARTICLE XVII. NOTICE TO MINERAL ESTATE OWNERS

Annexor acknowledges that as a condition of approval of any application for subdivision of the Property, Annexor must comply with the notification requirements of §10-11-123, C.R.S., as amended, by providing notification to mineral estate owners, and by thereafter certifying to the Town, pursuant to § 24-65.5-103, C.R.S., as amended, that such notice has been provided and any objections resolved as required by law.

ARTICLE XVIII. MYLAR DRAWINGS AND ELECTRONIC COPY OF DRAWINGS

Prior to the Annexation Ordinance for the Property being placed on a Town Board agenda for consideration of approval on second reading, the Annexor shall comply in full with both of the following conditions:

A. Mylar Drawings. The Annexor shall provide to the Director of Planning the required number of copies of the translucent original mylar drawings of the Annexation map pursuant to the *Windsor Municipal Code* to be recorded in the office of the County Clerk and Recorder. The mylars shall include signatures as required. Reproduction mylars, dark-colored or tinted mylars and sepias will not be accepted.

B. Electronic Copy of Drawings. The Developer shall provide to the Director of Planning a certified copy of a compact disc (CD) or other electronic data storage format as approved by the Town which shall contain the information exactly as is contained within the Annexation map as finally approved by the Town. The CD shall be (1) formatted and certified in accordance with the Town's requirements, and (2) first approved by the Town's Geographic Information Systems (GIS) technician. Any Compact Disc (CD) or other approved digital media submitted pursuant to this Article shall conform to all requirements of the Town's then-current Electronic Document Submittal Standards, a copy of which are maintained by the Director of Planning. Incomplete or inaccurate CDs and CDs that are not certified will not be accepted.

ARTICLE XIX. SITE PLAN REQUIREMENT

The Annexor acknowledges that the approval of the Annexation and approval of the within Agreement does not result in approval for any site plan or subdivision within the Property. Annexor further understands and agrees that prior to or concurrently with any building permit application for construction within the Property, Annexor shall submit a complete site plan application in accordance with all Town requirements.

In addition to the foregoing general requirements, the Annexor shall submit a completed site plan for the proposed brewery expansion currently under design within sixty (60) days of Town Board final adoption of the Weakland Annexation ordinance.

ARTICLE XX. JUDICIAL REVIEW

In the event any persons or entities seek judicial review of the annexation of the Property pursuant to § 31-12-116, C.R.S., as amended, Annexor shall assume, pay and be responsible for all of the Town's costs in connection with the defense of such petition including, but not limited to, attorney fees and costs. Notwithstanding the foregoing, if a court of competent jurisdiction concludes that the Town's costs of defense are attributable solely to fault or causes of the Town, such costs shall be borne by the Town without reimbursement or contribution by Annexor.

ARTICLE XXI. BINDING EFFECT

This Annexation Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns. This Annexation Agreement shall be deemed a covenant running with the land.

ARTICLE XXII. GOVERNING LAW

This Annexation Agreement shall be interpreted in accordance with Colorado Law.

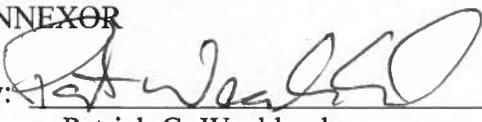
IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement the day and year first written above.

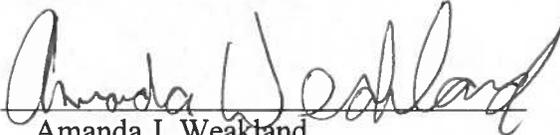
TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

ANNEXOR
By: 
Patrick G. Weakland

By: 
Amanda J. Weakland

Annexation Petition

C.R.S. 31-12-107(1)

(I, We) the landowner(s) of more than 50% of the territory, excluding public streets and alleys, described as (Lot B of recorded Exemption No. 0807-18-3-RE-1425, being a part of the East ½ of the SW ¼ of section 18, Township 6 North, Range 67 West of the 6th P. M.) containing 9.87 acres more or less, allege the following to be true and correct:

The perimeter of the proposed annexation has a distance of 2,831.16 feet, of which 975.4 feet are contiguous to the existing TOWN limits of the TOWN OF WINDSOR. A minimum of 1/6 of the perimeter of the proposed annexation is contiguous to the TOWN OF WINDSOR.

We further allege:

1. It is desirable and necessary that said territory be annexed to the TOWN OF WINDSOR.
2. A community of interest exists between the said territory and THE TOWN OF WINDSOR.
3. Said territory is integrated or capable of being urbanized in the near future.
4. Said territory is integrated or capable of being integrated with the TOWN OF WINDSOR.
5. No Land held in identical ownership is divided into separate parcels unless the owner of said tract has consented in writing or joins in this petition.
6. No land in identical ownership comprises 20 acres and together with improvements had an assessed valuation in excess of \$200,000.00 in the year preceding the filing of this petition.
7. No proceedings for annexation of the territory have been commenced for annexation to another municipality.
8. The signers hereof compromise the landowners of more than 50% of the territory proposed to be annexed exclusive of streets and alleys, and are in fact owners of 100% of the hereinafter described property.

Therefore, the undersigned hereby request that the TOWN OF WINDSOR approved the annexation of the area described above and do herewith pay the required fees.

In addition to the annexation, the undersigned request the zoning of General Commercial (G.C.) for the above described property.

Date	Owners Signature	Mailing address
11-6-15	Pat Weath	6461 Hwy 392
11/6/15	Amanda Weathland	Windsor Co 80550

WEAKLAND ANNEXATION TO THE TOWN OF WINDSOR

Being a Part of Lot B, Recorded Exemption No. 0807-18-3 RE-1425,
Situate in the Southwest Quarter of Section 18, Township 6 North, Range 67 West of the 6th P.M.,
County of Weld, State of Colorado

DESCRIPTION

A plot of a parcel of land in the TOWN OF WINDSOR, County of Weld, Colorado, located in the Southwest Quarter of Section Eighteen (18), Township Six North (T.6N), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.) and more particularly described as follows:

Lot B, Recorded Exemption No. 0807-18-3 RE1425 recorded July 31, 1992 at Reception No. 2298013 of the Records of Weld County Recorder, Excepting therefrom a parcel of land dedicated as Highway Right-of-Way, and being described in Warranty Deed recorded November 6, 2007 at Reception No. 3515899 of the Records of Weld County Recorder, State of Colorado.

Containing 9.868 acres more or less.

ACKNOWLEDGEMENT OF OWNERSHIP INTEREST

Know all men by these presents that the undersigned, being all the owners, lienholders, and holders of any ownership interest as defined by the Town of Windsor, of the land described hereon, have caused such land to be annexed and master planned as indicated on this plot under the name of WEAKLAND ANNEXATION. In compliance with Town of Windsor regulations and by contractual agreement, the landowners shall bear all expenses involved in improvements.

In witness whereof, we have hereunto set our hands and seals this _____ day of _____, 20____.

OWNER

By: _____ By: _____
Patrick G Weakland Amanda J Weakland

NOTARIAL CERTIFICATE

STATE OF _____)
COUNTY OF _____)
The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by Patrick G Weakland and Amanda J Weakland.
Witness my hand and official seal. (SEAL)
My commission expires _____
Notary Public

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of the Southwest Quarter of Section 18, T.6N., R.67W., as bearing South 89°16'30" West, with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."



VICINITY MAP
SCALE: 1"=1000'

ENGINEERING DEPARTMENT APPROVAL

Approved this the _____ day of _____, 20____.

Director of Engineering

PLANNING COMMISSION APPROVAL

Approved this the _____ day of _____, 20____.

Chairman,
Windsor Planning Commission

PLANNING DEPARTMENT APPROVAL

Approved this the _____ day of _____, 20____.

Director of Planning

TOWN MANAGER'S APPROVAL

Approved this the _____ day of _____, 20____.

Town Manager

PUBLIC WORKS DEPARTMENT APPROVAL

Approved this the _____ day of _____, 20____.

Director of Public Works

SURVEYOR'S CERTIFICATE

I certify that this plot accurately represents the results of a survey made by me or under my direct supervision.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Windsor, County of Weld, State of Colorado.

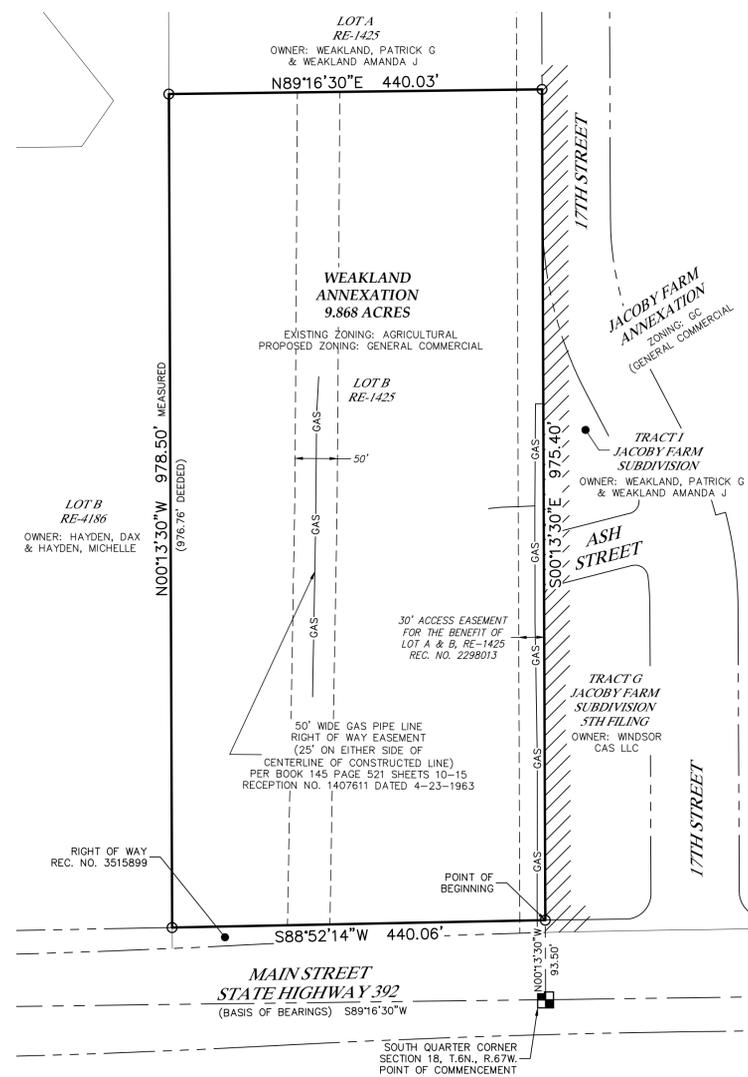
PRELIMINARY

Lawrence S. Pepek - On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #132642

MAYOR'S CERTIFICATE

This is to certify that an annexation map of the property described herein was approved by Ordinance No. _____ of the Town of Windsor passed and adopted on the _____ day of _____, 20____, A.D. and that the Mayor of the Town of Windsor, as authorized by said ordinance, on behalf of the Town of Windsor, hereby acknowledges and adopts the said annexation map upon which this certificate is endorsed for all purposes indicated thereon.

Mayor _____ ATTEST: _____
Town Clerk



NOTICE

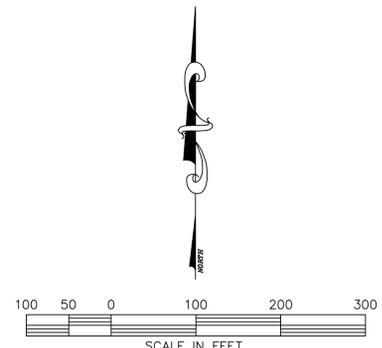
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

TITLE COMMITMENT NOTE

At the request of our client, recorded rights-of-way and easements were not researched and only those easements that were discovered during research to determine the property boundary are shown hereon. (38-51-106 C.R.S. 1994)

NOTICE OF OTHER DOCUMENTS

All persons take notice that certain documents have been executed pertaining to this development, which create certain rights and obligations of the development, the developer and/or subsequent owners of all or portions of the development site, many of which obligations constitute promises and covenants that run with the land. These documents are of record and are on file with the director of planning of the Town of Windsor and should be closely examined by all persons interested in purchasing any portion of the development site.



LEGEND

- EASEMENT LINE
- SECTION LINE
- QUARTER SECTION LINE
- RIGHT-OF-WAY LINE
- PROPERTY LINE
- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- CALCULATED POSITION

CONTIGUOUS BOUNDARY = 975.40 L.F.
TOTAL BOUNDARY = 2833.99 L.F.
RATIO = 1 : 2.906
AREA = 9.868 ACRES

////// DENOTES CONTIGUOUS BOUNDARY

DATE:	9/28/2015
FILE NAME:	2015914ANX
SCALE:	1"=100'
DRAWN BY:	CSK
CHECKED BY:	LSP

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: info@KingSurveyors.com



REVISIONS:	DATE:
REVISED NAME & ADDED GAS LINE	3/25/16

WEAKLAND ANNEXATION
FOR
PATRICK WEAKLAND
6461 STATE HIGHWAY 392
WINDSOR, CO 80550

PROJECT #:
2015914

3. Report of Bills – D. Moyer

Mayor Pro Tem Baker motioned to approve the consent calendar 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.

C. BOARD ACTION

1. Public Hearing – Ordinance No. 2016-1523 Annexing and Zoning Certain Territory known as the Weakland Annexation to the Town of Windsor, Colorado – Pat and Amanda Weakland, Windsor Gardener/High Hops Brewery, applicants

- Legislative action
- Staff presentation: Paul Hornbeck, Senior Planner

Town Board Member Adams motioned to open public hearing; 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.

Per Mr. Hornbeck, the applicants are requesting to annex approximately 9.87 acres to the Town of Windsor and requesting General Commercial (GC) zoning for the entire property.

The site is currently home to The Windsor Gardener and High Hops Brewery. Upon annexation and site plan approval, the applicants plan to construct a new 10,200 square foot brew house and a new 3,735 square foot greenhouse.

The applicants held a neighborhood meeting on January 25, 2016 and there were no attendees.

The land use plan does depict the land as Commercial which fits with the General Commercial zoning that is requested.

Per Mr. Hornbeck, in accordance with the Colorado Revised Statutes it is required that upon completion of the Public Hearing and prior to the Town Board making any action on the Annexation Ordinance for the Weakland Annexation, that the Town Board approve a Resolution Making Certain Findings and Conclusions concerning the Weakland Annexation to the Town of Windsor, Colorado.

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

At their August 3, 2016 regular meeting, the Planning Commission forwarded a recommendation of approval of the Weakland Annexation and zoning designation. Notification was sent in accordance with municipal code requirements.

Staff requests the following be entered into the record:

1. Application and supplemental materials
2. Staff memorandum and supporting documents

3. All testimony presented during the public hearing
4. Recommendation

Mr. Morgan inquired if the applicant has sufficient water to run the operation.

Mr. Hornbeck stated the applicant has sufficient water.

Town Board Member Boudreau motioned to close public hearing; 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. Resolution No. 2016-56 – A Resolution Making Certain Findings and Conclusions Pursuant to Section 31-12-110 C.R.S., Concerning the Weakland Annexation to the Town of Windsor, Colorado – Pat and Amanda Weakland, Windsor Gardener/High Hops Brewery, applicants
 - Legislative action
 - Staff presentation: Paul Hornbeck, Senior Planner

Mr. Hornbeck has nothing further to add.

Mr. McCargar stated Resolution No. 2016-56 is required by law. The body of the resolution contains a number of points about the state constitution and the reason being is to make certain that the annexation goes forth with adequate recognition of property owners that may disagree with the annexation. This is not a concern in this case as the property owners filed the petition for annexation.

Mr. Adams inquired if Ordinance 2016-1523 should be voted on.

Mr. McCargar stated Resolution 2016-56 must be done before the consideration of the annexation ordinance itself.

Town Board Member Morgan motioned to approve Resolution No. 2016-56; Town Board Member Rennemeyer seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Morgan, Bennett, Rennemeyer, Boudreau, Adams, Melendez; Nays- None; Motion passed.

3. Ordinance No. 2016-1523 - Annexation Petition to Annex and Zone certain Territory known as the Weakland Annexation to the Town of Windsor, Colorado – Pat and Amanda Weakland, Windsor Gardener/High Hops Brewery, applicants
 - First reading
 - Legislative action
 - Staff presentation: Paul Hornbeck, Senior Planner

Mr. Hornbeck had nothing further to add.

Ms. Melendez inquired if everything has been received for the record.

Per Mr. McCargar; the record is complete.

Mayor Pro Tem Baker motioned to approve Ordinance No. 2016-1523 - Annexation Petition to Annex and Zone certain Territory known as the Weakland Annexation to the Town of Windsor, Colorado; 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.

4. Site Plan Presentation – Weakland Annexation – Windsor Gardener/High Hops Brewery, Pat and Amanda Weakland, applicants

- Staff presentation: Paul Hornbeck, Senior Planner

Per Mr. Hornbeck, the applicants are proposing a site development associated with the Weakland Annexation. The proposed zoning for the site is General Commercial (GC) and is surrounded by other commercially zoned property.

The application would normally fall into the Commercial Corridor Plan and would need to abide by those design standards; however, this proposal has an established agricultural theme and it was determined it would be inappropriate to enforce the design standards on an existing site.

The development proposal includes:

- Construction of a new 10,200 square foot brew house
- Construction of a new 3,735 square foot greenhouse
- Paving of the existing gravel parking area and driveway

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

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.

Mr. Rennemeyer inquired if there will be any façade improvements to the buildings currently facing Highway 392.

Mr. Hornbeck stated he is unaware of any improvements.

Mr. Weakland stated at this time there are no plans for façade improvements but there may be some signage added to the front of the greenhouse.

Mr. Morgan inquired as to where their water comes from.

Mr. Weakland stated the site is tapped into Windsor's water lines. The annexation will include adding a 1 ½ water line and a ¾ inch water line as the entire 10-acre property is currently on a ¾ inch line which can be difficult. Raw water is obtained through wells on the property and irrigation water is received from the No. 2 Canal.

Mr. Morgan inquired if native water is used for the greenhouse.

Mr. Weakland stated it is about half and half; water from the wells and city water. The well is not very deep so there is residue on the plants if the water is not mixed with city water. The fields and farm use irrigated water and raw water.

Ms. Melendez inquired if there will be any additional parking spaces added to the property.

Mr. Weakland stated there will be additional spaces along the front of the existing brew house that faces Ash Street. In addition, with the paving and striping of the parking lot the parking will be more efficient.

5. Public Hearing – Conditional Use Grant to allow expansion of telecommunications facilities in the Limited Industrial (IL) zone district – Universal Forest Products West Annexation – Verizon Wireless, applicant; Rachel Long, Retherford Enterprises, Inc., applicant’s representative
 - Quasi-judicial action
 - Staff presentation: Paul Hornbeck, Senior Planner

Town Board Member Adams motioned to open public hearing; 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.

Per Mr. Hornbeck, the applicant is requesting a Conditional Use Grant (CUG) to allow for the expansion of telecommunications facilities in the Heavy Industrial zone district. This proposal is to add a new “H” frame structure on the top of the existing grain elevator and to relocate a telecommunications cable from the interior of the structure to the exterior of the structure.

The Municipal Code lists the following requirements for approval of a conditional use grant.

1. The character and quality of the area in which the use will be located.
The areas surrounding the use are a mix of residential, industrial and a public park. The facilities will be co-located with a number of existing telecommunications facilities on the structure.
2. The physical appearance of the use, including suitability of architectural and landscaping treatment.
Mitigation proposed as conditions of approval should minimize visual impacts of the proposal.
3. Appropriate location of the building or buildings on the lot.
Not applicable; no new buildings are proposed.
4. Adequate provision of parking, loading and circulation facilities.
Not applicable; as no new parking or circulation is needed.
5. Potential effect of the use upon off-site vehicular and pedestrian traffic circulation, with particular reference to potential traffic congestion.
Not applicable; the use will not generate additional traffic.
6. Potential effect of the use on storm drainage in the area.
Not applicable; no new impervious surfaces are proposed.



MEMORANDUM

Date: August 22, 2016
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk/Assistant to the Town Manager
Re: Administrative processing and issuance of Liquor Licenses
Item #: C.4.

Background / Discussion:

At the August 1, 2016 Town Board work session, the concept of administrative processing and issuance of liquor licenses was discussed. Under the current model, all local liquor licensing applications are reviewed by the Town Clerk for completeness and then reviewed and placed on the Authority agenda for public hearing prior to approval by the local Liquor Licensing Authority ("Authority") under contract with the Town.

Some license applications are required by the State Liquor Code to be set for a public hearing in order for the local Authority to make specific findings of moral character of an applicant, determine the needs and desires of the neighborhood and ensure that an applicant will conduct its business in accordance with state and local law. Other licensing applications are routine and do not necessarily need to be reviewed and approved by the Authority; these include license renewals, reports of change of corporate structure, name changes and manager changes, tasting permits, temporary transfer permits and repeat special event permits.

A poll of Town/City Clerks in other jurisdictions found that quite a few process and issue routine liquor licensing matters administratively. Most of those jurisdictions have specific provisions in their municipal codes allowing administrative approval by the clerk's office.

Administrative approval of certain licenses and permits would save repeat applicants from having to appear at a local licensing meeting. In addition, such approvals would save the Town the cost of having the contracted Authority review each and every license application and permit.

If there are issues with a particular application that would otherwise be administratively approved, the Town Clerk can set those applications on the next Authority agenda to be reviewed and heard at a public meeting. Issues that would move an application from administrative to appearance before the Authority include liquor code violation by the applicant, failure to provide necessary information, or other circumstance that may be indicative of a lack of fitness to conduct its business in accordance with state or local law.

Financial Impact:

The administrative processing and issuance of routine liquor licenses and permits by the Town Clerk would have a positive financial impact to the Town because it would reduce the number of applications to be reviewed by the contracted Liquor Authority and could reduce the number of Local Licensing Authority meetings set each year.

Relationship to Strategic Plan:

Goal 3.A.

Recommendation:

Approve Ordinance No. 2016-1524 on first reading

Attachments:

Ordinance No. 2016-1524 - An Ordinance Repealing, Amending and Readopting Portions of Chapter 6, Article I of the Windsor Municipal Code Authorizing the Local Licensing Authority to Assign Administrative Functions and Approvals to the Town Clerk

TOWN OF WINDSOR

ORDINANCE NO. 2016-1524

AN ORDINANCE REPEALING, AMENDING AND READOPTING PORTIONS OF CHAPTER 6, ARTICLE I OF THE WINDSOR MUNICIPAL CODE AUTHORIZING THE LOCAL LICENSING AUTHORITY TO ASSIGN ADMINISTRATIVE FUNCTIONS AND APPROVALS TO THE TOWN CLERK

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

WHEREAS, by the adoption of Ordinance No. 2013-1456, the Town determined it to be in the best interests to appoint an individual knowledgeable and familiar with the liquor codes to act as the local licensing authority ; and

WHEREAS, the Town acknowledges that since then, the liquor licensing matters and enforcement proceedings have proceeded in a professional, fair and expeditious manner; and

WHEREAS, the Local Licensing Authority has further suggested that some matters can be handled administratively by the Town Clerk, which would improve efficiency and allow for quicker processing of some applications; and

WHEREAS, the Town Clerk is sufficiently familiar with the requirements of the law and the applicable procedures to responsibly review and administer matters deemed administrative, and not subject to public hearing requirements; and

WHEREAS, the Town Board has given due consideration to the efficiency, better customer service and quality of the administration of the liquor licensing process and find it would be in the public interest to allow the Town Clerk to handle administrative matters, including administrative approvals of matters assigned to the Town Clerk by the Local Licensing Authority.

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

The following portions of Article I of Chapter 6 of the Windsor Municipal Code is hereby repealed, amended and readopted as follows:

ARTICLE I - Alcoholic Beverages

Section 1. Section 6-1-10 of Article I of Chapter 6 of the Windsor Municipal Code is hereby repealed, amended and readopted as follows:

Sec. 6-1-10. - Delegation of Local Licensing Authority duties to Town Board appointee.

The Town of Windsor Local Licensing Authority (“Authority”), for all purposes under the Colorado Liquor Code, Section 12-47-101, et seq., C.R.S., shall be appointed by resolution of the Town Board from time to time. The Authority may assign the administrative portion of its functions under this article to the Town Clerk.

- (a) Adoption of administrative procedures. The Authority, with the assistance of the Town Clerk, may adopt such administrative procedures, rules and regulations as necessary or convenient to implement the provisions of this Article. All such procedures, rules and regulations shall be consistent with state liquor laws.
- (b) Town Clerk Administrative Authority. Subject to the applicant’s right of appeal to the Authority, the Town Clerk is authorized to act as the Local Licensing Authority, process and issue the following administrative applications:
 - (1) Special events permits to applicants who have not previously been granted a special event permit pursuant to Article 48 of Title 12, C.R.S., provided that there are no persons filing a written objection to said permit;
 - (2) Annual Colorado Liquor Code and Colorado Beer Code license renewals, provided that the licensee has no pending actions, is not the subject of any official investigation, or had any adjudicated violations or stipulations within the preceding year, concerning provisions of the Colorado Liquor or Beer Codes and associated regulations or local ordinances;
 - (3) Changes in shareholders, officers, directors or trade names of a licensee, provided that any investigation conducted by the Town does not reveal information that may reasonably form the basis of a determination that the applicant is not qualified to hold the respective license;
 - (4) Changes in registered manager of a licensee, provided that any investigation conducted by the Town does not reveal information that may reasonably form the basis of a determination that the proposed manager is not qualified to hold the position;
 - (5) The issuance of temporary permits pursuant to and in compliance with the provisions of Section 12-47-303, C.R.S.;

- (6) The issuance and renewal of tastings permits as authorized by and pursuant to Article 47, Title 12, C.R.S.
- (c) Town Clerk Discretion. The Town Clerk may refer any licensing determination authorized under this section to the Local Licensing Authority if, in the Clerk's sole discretion, the matter should be presented to the Local Licensing Authority.

Section 2. Section 6-1-20 of the *Windsor Municipal Code* is hereby repealed, amended and readopted to add the definitions of Administrative application, Special Event Permit and Town Clerk.

Sec. 6-1-20. - Definitions.

As used in this Article, the following words or phrases shall have the following meanings, respectively:

Administrative application means an application for a local liquor license or permit that may be granted or denied administratively by the Town Clerk.

Malt liquor includes beer and shall be construed to mean any beverage obtained by the alcoholic fermentation of any infusion or decoction of barley, malt, hops or any other similar products or any combination thereof in water, containing more than three point two percent (3.2%) alcohol by weight.

Medicinal liquor means any liquor sold by a duly licensed pharmacist or drugstore solely on a bona fide doctor's prescription.

Operator means a person licensed by law to sell three point two (3.2) beer and malt, vinous and spirituous liquors, other than medicinal liquors, for beverage purposes at retail and who is engaged at any time during the calendar year in such operation within the Town.

Person includes persons, partnerships, associations, organizations or corporations.

Special Event Permit means a permit authorizing the sale, by the drink only, of fermented malt beverages, or of malt, spirituous or vinous liquors to qualified organizations and political candidates at a location and for the duration of time specified on the issued permit.

Spirituous liquor means any alcoholic beverage obtained by distillation, mixed with water and other substances in solution, and includes among other things: brandy, rum, whiskey, gin and every liquid or solid, patented or not, containing alcohol and which are fit for use for beverage purposes. Any liquid or

solid containing beer or wine in combination with any other liquor except as above provided shall not be construed to be malt or vinous liquors but shall be construed to be spirituous liquor.

Three point two (3.2) beer means malt liquor as herein defined as containing not more than three point two percent (3.2%) alcohol by weight.

Town Clerk means the Town Clerk for the Town of Windsor or such person as may be designated by the Town Clerk to perform functions and duties required by this Article.

Vinous liquor includes wine and fortified wines not exceeding twenty-one percent (21%) alcohol by volume and shall be construed to mean an alcoholic beverage obtained by the fermentation of the natural sugar contents of fruits or other agricultural produce containing sugar.

Section 3. Section 6-1-110 of the *Windsor Municipal Code* is repealed, amended and readopted to replace references to the Town Board with the Local Licensing Authority.

Sec. 6-1-110. - Optional premises licenses.

- (a) Authority. The Local Licensing Authority shall have the power to issue optional premises licenses and optional premises for hotel and restaurant licenses in accordance with the provisions of the Colorado Liquor Code, Section 12-47-101, *et seq.*, C.R.S., and the provisions of this Section. The provisions of this Section shall be considered in addition to all other standards applicable to the issuance of licenses under this Article and under the Colorado Liquor Code.
- (b) Definitions. In addition to the definitions set forth in Section 6-1-20 of this Article, the following definitions shall apply for the purposes of this Section.

Optional premises means:

- a. The premises specified in an application for a hotel and restaurant license under this Article with related outdoor sports and recreational facilities for the convenience of its guests or the general public located on or adjacent to the hotel or restaurant within which such operator is authorized to sell or serve three point two (3.2) beer or malt, vinous or spirituous liquors, other than medicinal liquors, in accordance with the provisions of this Article and at the discretion of the Local Licensing Authority and the State Licensing Authority; or
- b. The premises specified in an application for an optional premises license located on an applicant's outdoor sports and recreational facility.

The optional premises license and the optional premises for hotel and restaurant license shall be collectively referred to as an *optional premises license* unless otherwise specified herein.

Outdoor sports and recreational facility means a facility that charges a fee for the use of such facility, as defined in Section 12-47-103(22), C.R.S.

- (c) Eligible facilities. An optional premises license may only be considered for premises which are located upon an outdoor sports and recreational facility as defined herein.
- (d) Size of eligible facilities. There shall be no minimum size requirement for the outdoor sports and recreational facilities which may be eligible for the approval of an optional premises license. However, the Authority may consider the size of the particular outdoor sports and recreational facility in relation to the number of optional premises requested for the facility.
- (e) Number of optional premises per facility. There shall be no restrictions on the number of optional premises which any one (1) licensee may have on an outdoor sports and recreational facility. However, any applicant requesting approval of more than one (1) optional premises on an outdoor sports and recreational facility shall demonstrate the need for each optional premises in relationship to the outdoor sports and recreational facility and its guests.
- (f) Information required on application. When submitting a request for the approval of an optional premises license, an applicant shall comply with all application requirements set forth in Section 6-1-40 of this Article. In addition, the applicant for an optional premises license shall submit the following information:
 - (1) A map or other drawing illustrating the outdoor sports and recreational facility boundaries and the approximate location of each optional premises requested;
 - (2) A description of the method which shall be used to identify the boundaries of the optional premises when in use; and
 - (3) A description of the provisions which have been made for storing three point two (3.2) beer or malt, vinous or spirituous liquor, other than medicinal liquors, in a secured area on or off the optional premises for future use on the optional premises.
- (g) Processing of applications. An application for a new optional premises license shall be processed in the same manner as any other new license application under this Article. An application for an optional premises license filed in connection with an existing hotel and restaurant license shall be processed in the same manner as an application to modify or expand the licensed premises.
- (h) Discretion of Local Licensing Authority. Any decision by the Local Licensing Authority to grant, deny or renew an optional premises license under this Section shall be discretionary.

- (i) Notice of operation. Pursuant to Section 12-47-310, C.R.S., no alcoholic beverages may be served on the optional premises unless the operator has provided written notice to the Local Licensing Authority and the State Licensing Authority forty-eight (48) hours prior to serving alcoholic beverages on the optional premises. Such notice shall contain the specific days and hours during which the optional premises are to be used. There shall be no limitation on the number of days which an operator may specify in each notice; however, no notice may specify any date of use which is beyond the current license period.
- (j) Compliance with Article required. Nothing in this Section shall be construed to permit the violation of any other provision of this Article under circumstances not specified in this Section.

Introduced, passed on first reading, and ordered published this 22nd day of August, 2016.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Introduced, passed on second reading, and ordered published this 12th day of September, 2016.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk



MEMORANDUM

Date: August 22, 2016
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Rick Klimek, Chief of Police
Re: Parking Ordinance
Item #: C.4.

Background / Discussion:

This ordinance cleans up existing parking regulations that are either no longer enforced, no longer viable and/ or no longer compatible with current needs. This review was initiated by a request from the Downtown Development Association, ("DDA") to review the parking regulations for Main Street that prohibited parking during certain timeframes overnight; and on other streets after a certain level of snow fall accumulated. There were other streets in the Town that had specific no parking zones that were reviewed as well. It was determined that most of these restrictions are no longer enforced, and the need for them is no longer viable as the streets and lanes have changed eliminating the need for the restrictions.

Therefore, after review with the Director of Public Works and the Chief of Police, it was determined to repeal *Windsor Municipal Code* ("WMC") sections 8-2-20 (prohibiting parking on Main Street between Third and Seventh Streets between 3:00 am and 5:00 am) and 8-2-40 (parking prohibited after snowfall accumulation) in their entirety. Additionally, section 8-2-30 is repealed, amended and readopted eliminating certain parking restrictions and reinforcing parking restrictions on 11th Street between Main Street and Sagewood Drive, and restricting parking in fire lanes. The attached ordinance cleans up these discrepancies, and harmonizes the Municipal Code with current practices and needs.

Financial Impact: None

Relationship to Strategic Plan:

Diversify, Grow and Strengthen the Local Economy by supporting the Downtown Development Authority

Recommendation:

Approve Ordinance 2016-1524 on first reading.

Attachments:

- Ordinance 2016-1524 - An Ordinance Repealing Sections 8-2-20 and 8-2-40, Repealing, Amending and Re-Adopting Section 8-2-30 of the Windsor Municipal Code concerning Parking Regulations
- Map

TOWN OF WINDSOR

ORDINANCE NO. 2016-1525

AN ORDINANCE REPEALING SECTIONS 8-2-20 AND 8-2-40, AND REPEALING, AMENDING AND RE-ADOPTING SECTION 8-2-30 OF THE *WINDSOR MUNICIPAL CODE* CONCERNING PARKING REGULATIONS

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

WHEREAS, the Town has deemed it to be in the best interests of the public health, safety and welfare to bring the *Windsor Municipal Code* current by making necessary corrections and amendments from time to time; and

WHEREAS, the Town’s Home Rule Charter delegates the administration of Town facilities to the Town Manager, including the discretion to authorize and establish parking regulations pertaining to all Town streets and rights of way.

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

Section 1. Sections 8-2-20 and 8-2-40 of the *Windsor Municipal Code* are hereby repealed in their entirety.

Section 2. Section 8-2-30 of the *Windsor Municipal Code* is hereby repealed, amended and re-adopted to read as follows:

Sec. 8-2-30. Parking Prohibited at Certain Locations.

- (a) The parking of motor vehicles on 11th Street between Main Street and Sagewood Drive shall be prohibited at all times.
- (b) The parking of motor vehicles on the north and south sides of Garden Drive between Kenosha Court and Diamond Valley Parkway shall be prohibited.
- (c) The following regulations shall apply to parking of motor vehicles on Walnut Street in the specific locations described below:
 - (1) The parking of motor vehicles on the south side of Walnut Street commencing two hundred thirty-five (235) feet north from the center of the intersection of Walnut Street and Cottonwood Drive and continuing thereafter for one hundred (100) linear feet; and

(2) The parking of motor vehicles on the south side of Walnut Street commencing two hundred ninety-two feet west from the center of the intersection of Walnut Street and 10th Street and continuing thereafter for one hundred (100) linear feet shall be prohibited.

(d) The parking of motor vehicles in designated fire lanes shall be prohibited, without exception.

(e) The Town Manager is hereby authorized and instructed to erect appropriate signs and make appropriate street and curb markings to designate the restricted parking areas established hereby.

Introduced, passed on first reading, and ordered published this 22nd day of August, 2016.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Introduced, passed on second reading, and ordered published this _12th day of September, 2016.

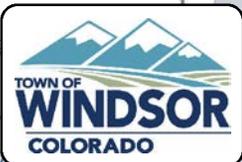
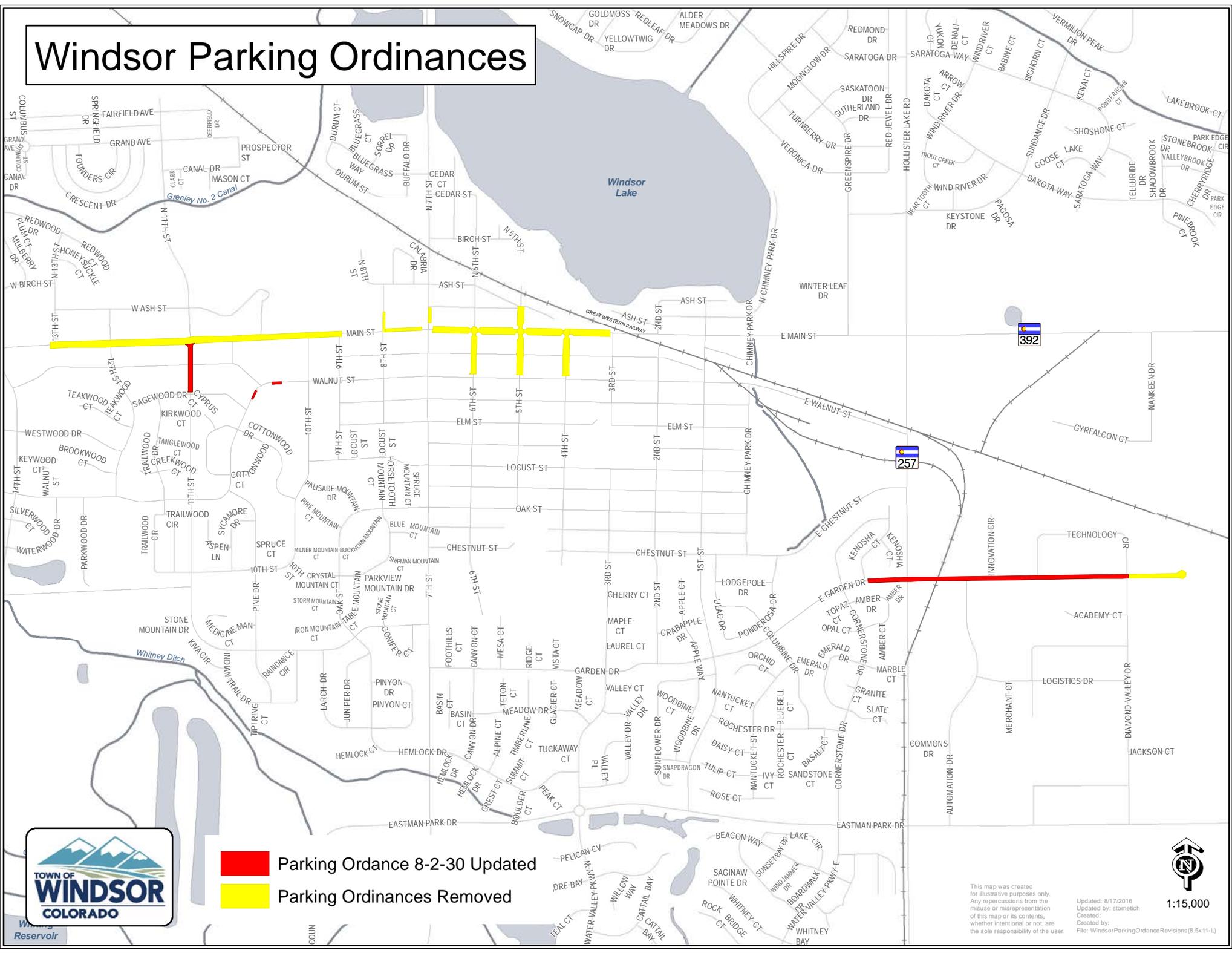
TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Windsor Parking Ordinances



- Parking Ordance 8-2-30 Updated
- Parking Ordinances Removed

This map was created for illustrative purposes only. Any repercussions from the misuse or misrepresentation of this map or its contents, whether intentional or not, are the sole responsibility of the user.

Updated: 8/17/2016
 Created by: stomeich
 Created by: stomeich
 File: WindsorParkingOrdanceRevisions(8.5x11-L)



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MEMORANDUM

Date: August 22, 2016
To: Mayor and Town Board
From: Kelly Arnold, Town Manager
Re: Ordinance to make available health, dental, and vision benefits to Town Board members
Item #: C.6.

Background / Discussion:

The Town Board has discussed informally the past two months during work sessions about making the opportunity for Board members to enroll in the Town of Windsor health, dental, and vision benefits at the same rates and participation as Windsor employees. During these discussions the Board was advised by the Town Attorney that benefits would not be considered compensation and that they could be afforded the same opportunity if they were to adopt an ordinance that would allow this choice. The Town Attorney has drafted an ordinance and based upon direction of the Mayor through Town Board member's request, the ordinance is now scheduled for consideration.

The ordinance outlines procedures for the Board to enroll and participate in the benefit programs. The ordinance stipulates that the Board shall appropriate via the annual budget funds for participation based upon the percentage the Town financially participates for employees. It also stipulates that Town Board members that elect to participate must pay the employee share equivalent and that share will be deducted from the Board members compensation.

If the ordinance is approved, each Board member would elect whether they would participate in all three benefit programs or just one or two of the programs.

Financial Impact:

Here is a current rate sheet for the benefit programs:

Medical – CEBT

	<u>Monthly Premium</u>	<u>Town Share</u>	<u>Board member Share</u>
Board Member only	\$ 640.00	\$ 569.60	\$70.40
Board +Spouse	\$1,280.00	\$1,139.20	\$140.80
Board +Children	\$1,183.00	\$1,052.87	\$130.13
Board +Family	\$1,471.00	\$1,309.19	\$161.81

Dental – CEBT

Board Member only	\$ 33.00	\$ 29.37	\$ 3.63
Board +Spouse	\$ 67.00	\$ 59.63	\$ 7.37

Board +Children	\$ 82.00	\$ 72.98	\$ 9.02
Board +Family	\$105.00	\$ 93.45	\$11.55

Vision – VSP

Board Member only	\$ 9.05	\$ 9.05	\$ 0.00
Board +One	\$ 19.55	\$ 9.54	\$10.01
Board +Family	\$ 34.23	\$ 10.78	\$23.36

For 2017, Medical is projected to increase by 6-7%. Town Manager will recommend that the increase be shared by both employee and Town in the same proportional percentage. Dental and Vision are projected not to change.

If all Board members elect to participate in all three benefits at the Family participation the total annual budgeted costs based upon 2016 rates would be just over \$118,000.

Recommendation:

This is a Board choice and if approved can only be changed by ordinance in the future.

Attachment:

Ordinance No. 2016-1526 - An Ordinance Authorizing the Town Manager to Make Available to Town Board Members the Opportunity for Enrollment in The Town's Employee Health, Dental and Vision Insurance Plans Under Terms and Conditions Generally Applicable to Town Employees

TOWN OF WINDSOR

ORDINANCE NO. 2016-1526

AN ORDINANCE AUTHORIZING THE TOWN MANAGER TO MAKE AVAILABLE TO TOWN BOARD MEMBERS THE OPPORTUNITY FOR ENROLLMENT IN THE TOWN'S EMPLOYEE HEALTH, DENTAL AND VISION INSURANCE PLANS UNDER TERMS AND CONDITIONS GENERALLY APPLICABLE TO TOWN EMPLOYEES

WHEREAS, the Town of Windsor ("Town") is a Colorado home rule municipality, with all powers and authority vested under Colorado law; and

WHEREAS, the Town Manager makes available to certain classes of Town employees a package of health, dental and vision insurance benefits, which benefits are an important tool in recruiting and retaining highly-qualified employees; and

WHEREAS, the Town's current insurance benefits package calls for employees to bear a portion of the cost for coverage through payroll deductions and co-payments; and

WHEREAS, the Town's current insurance benefits package calls for the Town to bear a portion of the cost for insurance coverage through funds appropriated annually by the Town Board; and

WHEREAS, the Town's current insurance benefits package enables (and, in some circumstances, requires) employees to assist in claims management and premium mitigation processes through participation in wellness activities, carrier-sponsored initiatives and Town Manager-established policies; and

WHEREAS, the Town Board has expressed interest in participating in the Town's insurance benefits plan as a way of increasing participation in the insured pool and attracting future interest in Town Board service; and

WHEREAS, the Town's Home Rule Charter requires the Town Board to establish its salary and benefits by ordinance.

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

Section 1. As a benefit of service to each Mayor and each Town Board Member who at present or in the future satisfies all requirements for taking office under Windsor Home Rule Charter Section 3.5 (D) and who remains in good standing as otherwise required by the Charter, each Mayor and each Town

Board Member shall be eligible for enrollment in health, dental and vision insurance benefits (“Insurance Plan”) generally made available to employees of the Town of Windsor.

Section 2. Consistent with policies and regulations generally applicable to Town employees, the Town Manager shall have full authority to administer the conditions of participation in the Insurance Plan applicable to the Mayor and Town Board Members, including but not limited to claims management, premium management and claims mitigation practices.

Section 3. Any cost to the Town for participation in the Insurance Plan by the Mayor and each Town Board Member shall be subject to appropriation on an annual basis in conjunction with the Town’s annual budget. Nothing herein shall be deemed an appropriation of funds in the current fiscal year or any future fiscal year.

Section 4. Any cost to the Mayor or to any Town Board Member for participation in the Insurance Plan may be paid through deductions from the approved salary paid to the Mayor or any Town Board Member, upon enrollment in the Insurance Plan.

Section 5. Nothing herein shall be deemed to require the Mayor or any Town Board Member to participate in the Insurance Plan. Participation by the Mayor and each Town Board Member shall be voluntary, but once enrolled the Mayor and each Town Board Member so enrolled shall participate under the authority of the Town Manager as set forth in Section 2 above.

Introduced, passed on first reading, and ordered published this 22nd day of _____ August, 2016.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Introduced, passed on second reading, and ordered published this 12th day of September, 2016.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk



MEMORANDUM

Date: August 22, 2016
To: Mayor & Town Board
Via: Kelly Arnold, Town Manager
Scott Ballstadt, AICP, Director of Planning
From: Paul Hornbeck, Senior Planner
Subject: Public Hearing and Resolution No. 2016-59 – Fossil Ridge 5th Filing – TC56 LLC, applicant/ Mike Walker, The Birdsall Group, applicant's representative
Location: Tract W of Fossil Ridge Subdivision, south of the intersection of Hialeah Drive and Thistledown Drive
Item #: C.7 C.8

Background:

The applicant, Mr. Mick Occhiato of TC56 LLC, represented by Mr. Mike Walker of The Birdsall Group, has submitted a final major subdivision plat, known as the Fossil Ridge Subdivision 5th Filing. The subdivision encompasses approximately 2.56 acres and is zoned Estate Residential (E-2).

The proposal is summarized as follows:

- 7 single-family residential lots = approximately 2.25 acres;
- Lots range in size from approximately 10,820 to 18,466 square feet;
- Approximately 0.31 acres of public right-of-way dedication

The subject property was originally platted in 2004 as Tract W in the Fossil Ridge Subdivision and was depicted on the plat as a site for a clubhouse. The clubhouse has never been built and the parcel has remained undeveloped. The clubhouse would have been an amenity for residents in the Fossil Ridge Subdivision, but it was not proposed in order to meet any Town of Windsor requirements. The existing plat also indicates the parcel as a pedestrian access, utility, and drainage easement.

The applicant held a neighborhood meeting on May 17, 2016, in accordance with Chapter 16, Article XXXI of the Municipal Code. There were approximately 20 neighbors in attendance. Please see the enclosed neighborhood meeting notes for discussion topics and responses. At the July 6, 2016 regular meeting, the Planning Commission approved the Preliminary Subdivision Plat as presented, with the condition that all remaining redline comments be addressed. At the July 11, 2016 meeting, the Town Board approved an amendment to the subject Master Plan, which the proposed plat is in conformance with.

Conformance with Comprehensive Plan:

The application is consistent with the following Objectives from the Residential Areas Framework Plan of the Comprehensive Plan:

- 6. Utilize cluster housing development and conservation design to conserve natural resources, particularly in proximity to the Poudre River and bluffs.*
- 7. Maintain the character of existing residential neighborhoods and make investments that leverage their distinctiveness from newer parts of Town.*

9. Foster a unified identity for Windsor's residential areas.

Conformance with Vision 2025:

The Growth and Land Use Management elements of the Vision 2025 document do not specifically address this type development.

Recommendation:

At their August 17th meeting, the Planning Commission questioned the applicant's proposal to incorporate the property into the existing homeowner's association (HOA) prior to a Certificate of Occupancy as opposed to doing so as a condition of the subdivision. Staff clarified that it would indeed be more appropriate to make this a condition of subdivision approval. Therefore, staff proposed the following condition of approval: Prior to recording the subdivision plat, the applicant shall petition the HOA to include the new lots in the HOA.

Having researched applicable statutes following the Planning Commission meeting, staff proposes to clarify this condition as listed in number three below.

Planning Commission forwarded a recommendation of approval of the final major subdivision plat with the following conditions:

1. All remaining Planning Commission and staff comments shall be addressed prior to recordation of the plat and development agreement; and
2. All development requirements shall continue to be met.
3. Prior to recording the subdivision plat, the applicant shall undertake the necessary steps in accordance with Colorado Revised Statutes to include the new lots in the existing homeowner's association. This condition in no way requires the association to approve the applicant's proposed inclusion in the association.

Notification:

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

A neighborhood meeting was held on May 17, 2016, at the Town of Windsor Community Recreation Center. Notifications for this meeting were as follows:

- May 6, 2016 – legal advertisement published in the local newspapers, per the Town's Municipal Code, §16-31-10(1)(a)
- April 26, 2016 – affidavit of mailing to property owners within 300 feet of the subject property

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

- August 1, 2016 – affidavit of letters mailed to the adjacent property owners
- August 1, 2016 – property posted with notification signs
- August 5, 2016 – legal notice posted on the Town of Windsor website
- August 5, 2016 – legal ad published in the Tribune

Enclosures: Resolution No. 2016-59
Neighborhood meeting notes
Draft Planning Commission excerpt (August 17, 2016)
Staff PowerPoint

August 22, 2016
Town Board – memo – Fossil Ridge 5th Filing – Final Major Subdivision

pc: TC56 LLC, applicant
Mike Walker, The Birdsall Group, applicant's representative

TOWN OF WINDSOR

RESOLUTION NO. 2016-59

A RESOLUTION APPROVING THE FINAL SUBDIVISION PLAT FOR FOSSIL RIDGE SUBDIVISION FIFTH FILING IN THE TOWN OF WINDSOR, COLORADO

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 in place a comprehensive system of land use regulation for the protection of the public health, safety and welfare purposes; and

WHEREAS, the Fossil Ridge Subdivision Fifth Filing (“Subdivision”) proposes to subdivide land located within the Town; and

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

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

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

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

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

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 22nd day of August, 2016.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Neighborhood Meeting Report - Belmont Commons – Tract W

Place: Windsor Recreation Center
Aspen Room, 250 11th Street,
Windsor, Colorado 80550

When: Tuesday, May 17th, 2016 at 6:00 PM

Neighborhood Meeting Objective:

To provide the surrounding neighbors information about this project and allow the opportunity for property owners in the vicinity to comment.

Attendees:

General Public:	10-12
Town Staff:	Paul Hornbeck - Associate Planner
Project Developer	Mick Occhiato - TC56 LLC
Representative:	Mike Walker, The Birdsall Group, LLC

Number of Attendees: +/- 10

Meeting Location:

Windsor Recreation Center
Aspen Room, 250 11th Street,
Windsor, Colorado 80550

Meeting Time:

Tuesday, May 17th, 2016 at 6:00 PM and ended approximately 6:45pm

Speakers:

Paul Hornbeck -	Gave a brief introduction
Mike Walker -	Gave a brief introduction and provided an overview of the project
Mick Occhiato -	Gave a brief introduction and provided an overview of the uses and housing types.

Summary of Comments:

Traffic Concerns:

1. We are concerned that the new residences will be parking in the streets.

Response: We have no control over the parking habits of future residences. Each house will have at least a two car garage with a three car garage option and the Town's setback requirements for single family homes create adequate driveway space for additional parking.

Site and Use Concerns

1. What is the price point for the Single Family Homes proposed?

Response: These are custom houses so no exact price point is guaranteed but generally the prices ranges between \$500,000 - \$600,000.

2. What type of single family homes are proposed?

Response: The market will determine the style and size of house

3. Will this development be part of the existing HOA?

Response: The developer will consider this and have future discussion with the HOA

4. Will the development drain adequately and will the large stockpile of dirt remain?

Response: Yes, grading and drainage plans will be approved by the Town of Windsor. The stockpile of dirt will be removed when the property develops.

If you have any further questions regarding this matter, please contact The Birdsall Group at 970.532.5891.

Regards,

Mike Walker, RLA
TB Group

Yeas – Tallon, Dennison, Schinner, Scheffel, Harding, Bushelman
Nays – None
Motion carried.

C. BOARD ACTION

1. Public Hearing – Final Major Subdivision – Fossil Ridge Subdivision 5th Filing; Mick Occhiato, TC 56 LLC, applicant/Mike Walker, The Birdsall Group, applicant’s representative
 - Quasi-judicial action
 - Staff Presentation: Paul Hornbeck, Senior Planner

Per Mr. Hornbeck, the applicant, Mr. Mick Occhiato of TC56 LLC, represented by Mr. Mike Walker of The Birdsall Group, has submitted a final major subdivision plat known as the Fossil Ridge Subdivision 5th Filing and is zoned Estate Residential (E-2).

The proposal is summarized as follows:

- 7 single-family residential lots totaling approximately 2.25 acres;
- Lots range in size from approximately 10,820 to 18,466 square feet;
- Approximately 0.31 acres of public right-of-way dedication

The subject property was originally platted in 2004 as Tract W in the Fossil Ridge Subdivision and was depicted on the plat as a site for a clubhouse. The clubhouse has never been built and the parcel has remained undeveloped. The clubhouse would have been an amenity for residents but was not a Town of Windsor requirement. The existing plat also indicates the parcel as a pedestrian access, utility, and drainage easement.

The applicant held a neighborhood meeting on May 17, 2016 and there were approximately 20 neighbors in attendance. Notes from the neighborhood meeting are within the Planning Commission packet.

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

Staff recommends that the Planning Commission forward to the Town Board a recommendation of approval of the final major subdivision with the following conditions:

1. All remaining Planning Commission and staff comments shall be addressed prior to recordation of the plat and development agreement; and
2. All development requirements shall continue to be met.

Staff Requests the following be entered into the record:

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

Mr. Bennett stated the following: "Mr. Chair, for the record I would like to disclose that I am a sitting member of the Town Board, and that I am here in my capacity as non-voting liaison to the Planning Commission. Although I will be present during this public hearing, I will not be giving my opinion or participating in the discussion. I will not let tonight's proceedings influence or affect my review of this matter when it comes before the Town Board. I will make my decision at the Town Board level based only on the evidence presented during the Town Board public hearing."

Robert Brown, 5213 Maywood Court, Windsor, CO stated he is against the project. The current proposal is better than what was previously presented. The developer informed the neighbors that the reason the property needed to be 10 lots was that it was not economically feasible to have less than 10. The developer then proposed seven lots. The reason the developer gave for now being economically feasible was the costs of the lots have increased in Windsor. If there were six lots the average size would be 16,000 square foot lots which are compatible with the surrounding lot sizes. The original developer of the property went broke and the people that purchased in the subdivision with the anticipation that homes in the surrounding area are going to be similar in lot sizes. One of the lots is approximately 11,000 square feet and the smallest lot in the surrounding area is 15,000-16,000 square feet.

Lou Gen Nupsl, 5211 Kempton Drive, Windsor, CO stated the property was originally platted to be a park and clubhouse which was approved by the Planning Commission but for some reason it was amended to be a cul-de-sac with four lots which is the current master plan that was approved by the Planning Commission. It has since been proposed to be a 10 lot cul-de-sac which was not approved and now a proposal is being made for a seven lot cul-de-sac. As a property owner it is very disturbing to buy property that was sold on the premise that a park and clubhouse was to be developed. Some property owners paid extra for lots so have the views they do.

John Nupsl, 5211 Kempton Drive, Windsor, CO stated at the meeting with the HOA, the developer was proposing 10 lots and said they will build single story homes and join the HOA. After the 10 lots were denied, another meeting took place and the developer stated he was not obligated to limit the lots to only single story homes. There will be four houses in our view of the mountains. Truckloads of fill dirt have been dumped on the lots and at this point Tract W is 10' higher than the drainage. The drainage comes down those hills and stops right behind our lot.

Matt Coston, 7416 Ladbrooke Drive, Windsor CO stated he agrees with the comments made by the other homeowners and stated that the proposal is not in compliance with the master plan. Mr. Coston stated the proposed lots are on average 18% smaller than adjacent lots. Also there are green areas for buffers between homes that are not being continued. The proposed lots do not match the feel and character of the existing neighborhood.

The applicant, Mick Occhiato stated they are a very small locally owned and operated builder and produce four to five homes per year. Most of the homes built in the last 15 years have been built in Windsor. Mr. Occhiato stated there has not been any dirt removal done on the property as the project has not been approved. Another developer in the area was allowed to store

some dirt on the property temporarily which will be removed as soon as that property is ready for backfill. A letter of intent to join the HOA has been signed. When the 10 lot proposal was being discussed it was agreed that homes would be limited to one story ranch style homes. The neighbors will be taken into consideration during building but if the homeowner chooses a two story home they can't really be told no.

Mr. Mike Walker with the Birdsall Group stated the master plan to develop seven lots has previously been approved.

Mr. Scheffel motioned to close the public hearing; Mr. Harding seconded the motion. Roll call on the vote resulted as follows:

Yeas – Tallon, Dennison, Schinner, Scheffel, Harding, Bushelman

Nays – None

Motion carried.

2. Recommendation to Town Board – Final Major Subdivision – Fossil Ridge Subdivision 5th Filing; Mick Occhiato, TC 56 LLC, applicant/Mike Walker, The Birdsall Group, applicant's representative
 - Quasi-judicial action
 - Staff presentation: Paul Hornbeck, Senior Planner

Mr. Hornbeck had nothing further to add.

Mr. Scheffel inquired if the developer plans to be in compliance with existing architectural review to be compatible with surrounding homes.

Mr. Occhiato stated the agreement with the property manager was that they would be compliant with architectural reviews, follow the guidelines of the HOA and then annex the property into the HOA at the time of the final certificate of occupancy (CO).

Mr. Scheffel inquired about being compliant with existing guidelines of the HOA.

Mr. Occhiato they will be in compliance as far as materials, look, color, feel and size of the homes as they want the project to be nice.

Mr. Scheffel inquired about the comment made regarding developing single family homes with a unique look.

Mr. Occhiato stated they are a semi-custom builder.

Mr. Harding inquired about the drainage issues.

Mr. Walker stated as part of the approval process the civil engineer provided a set of civil plans; design, grading and utility plan for the tract as a whole. A survey was conducted and the process with the Town for grading and drainage has gone through a process and is in the final stage of being accepted to drain according to code.

Mr. Harding inquired if the drainage will be better when it is completed.

Mr. Walker stated it will be better.

Mr. Bushelman inquired as to the master plan being revised.

Mr. Hornbeck stated the master plan was previously amended in June of 2016 to allow for the seven lots.

Mr. Bushelman commented that the lots are smaller than the surrounding lots.

Mr. Schinner inquired as to the target sale price of the homes.

Mr. Occhiato stated the base price homes will be in the high \$400,000 – low \$500,000 range and after upgrades and/or basement finishes the homes could be in the \$650,000 range.

Mr. Schinner inquired as to how the prices range in comparison to homes in the area.

Per Mr. Occhiato; it exceeds it.

Mr. Schinner inquired as to the covenants being recorded to the parcels at CO.

Mr. Ballstadt stated it would be more appropriate to tie that to the covenant to the plat then to the CO; the CO is for an individual home.

Mr. Scheffel inquired if it is being recommended to modify the language.

Mr. Ballstadt stated the Planning Commission could add that as a condition of approval if they would like to; staff would recommend that it be added as a condition of the plat and not the CO.

Mr. Schinner inquired as to the applicant reviewing the HOA covenants and not having any issues.

Mr. Occhiato stated there are no issues as they have reached out to the HOA when the property was acquired and established communication.

Mr. Tallon inquired if there would be any issues with that condition being tied to the plat.

Per Mr. Occhiato; they would not have a problem if that is what the decision is.

Mr. Ballstadt offered language for the condition of approval; "Prior to recording the subdivision plat, the applicant would provide evidence that the petition to the HOA is accepted and approved."

Mr. Schinner added to Mr. Ballstadt's language that the condition is mentioned on the plat.

Mr. Tallon inquired if the additional condition will be #3.

Per Mr. Ballstadt; yes.

Mr. Schinner motioned to forward a recommendation of approval to the Town Board of the final major subdivision as presented subject to staff conditions with the additional condition #3; HOA covenants being tied to the plat; Mr. Scheffel seconded the motion. Roll call on the vote resulted as follows:

Yeas –Tallon, Dennison, Schinner, Scheffel, Harding

Nays – Bushelman

Motion carried.

3. Preliminary Major Subdivision – Poudre Heights Subdivision 3rd Filing; Poudre Heights LP, applicant/Spike Rumley, Land Development and Construction Consulting LTD, applicant’s representative
 - Quasi-judicial action
 - Staff presentation: Paul Hornbeck, Senior Planner

Per Mr. Hornbeck, the applicant, Mr. Spike Rumley of Poudre Heights LP, has submitted a preliminary major subdivision plat, known as Poudre Heights Subdivision 3rd Filing. The subdivision encompasses approximately 92 acres and is zoned Residential Mixed Use (RMU).

The proposal is summarized as follows:

- 271 single-family residential lots totaling approximately 51 acres;
- Single family lot sizes range from approximately 6,000 to 16,000 square feet;
- 121 multi-family lots totaling approximately 8 acres
- 78 tracts (including open space, private drives, and utility & drainage easements) totaling approximately 13 acres;
- 1 future development tract for possible clubhouse totaling approximately ½-acre;
- Approximately 19 acres of public right-of-way dedication
- Extension of the B.H. Eaton Ditch Trail from Poudre Heights Park to the Poudre River Trail

The applicant held a neighborhood meeting on June 24, 2015 and there were approximately 14 neighbors in attendance. The notes from that meeting are within the Planning Commission packet.

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

Staff recommends that the Planning Commission approve the preliminary major subdivision with the following condition:

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

Staff request the following be entered into the record:

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

Mr. Dennison inquired if there are any flooding concerns with this parcel.

Mr. Hornbeck stated this parcel is in the flood plain and there will be extensive dirt work done to raise elevations out of the flood plain.

Final Major Subdivision Fossil Ridge Subdivision 5th Filing

Paul Hornbeck, Senior Planner
August 22, 2016
Town Board



Major Subdivision

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

Sec. 17-4-10. Purpose.

The purposes of the major subdivision procedure are:

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

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Site Vicinity Map

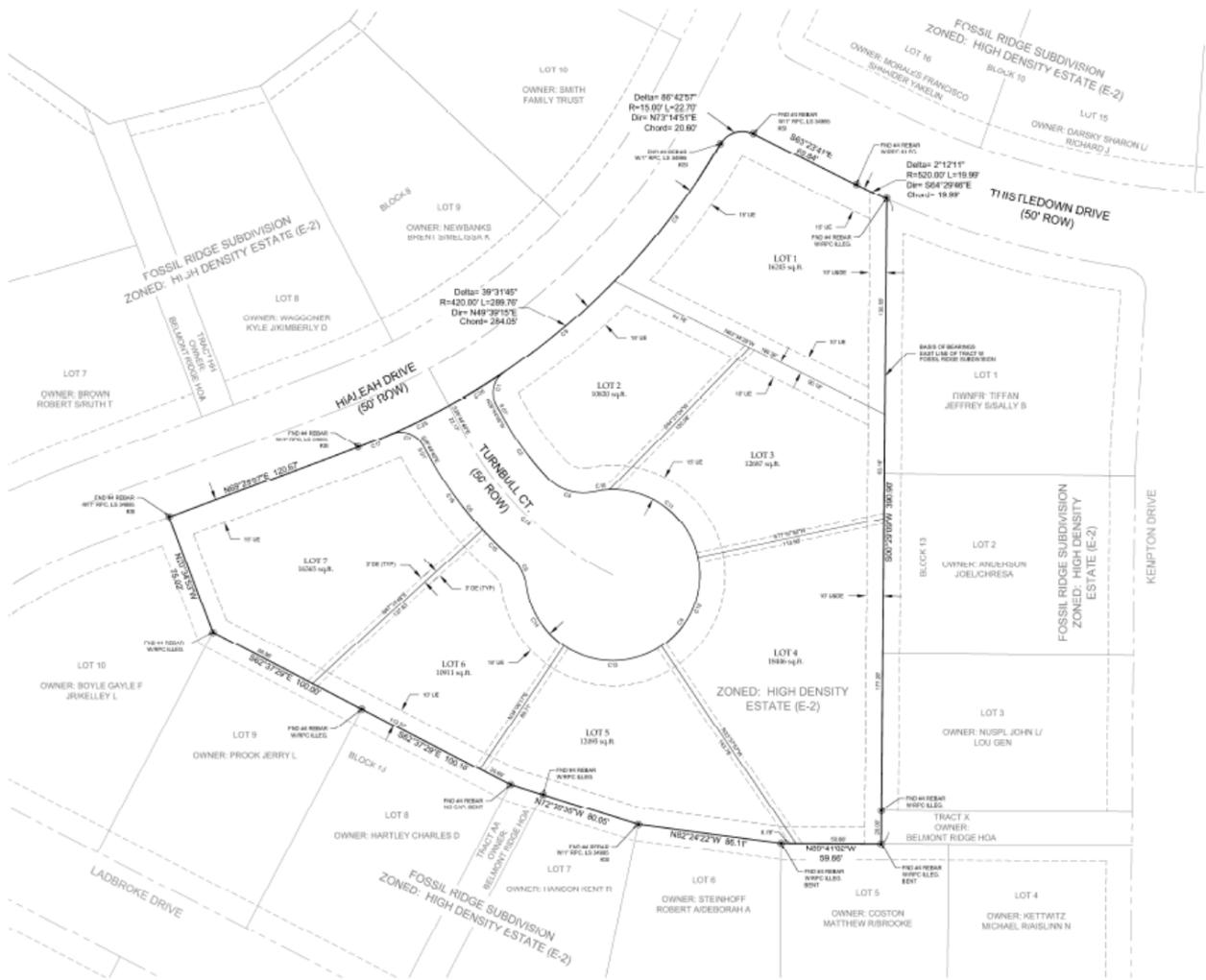


Site
Location

Final Plat

FOSSIL RIDGE SUBDIVISION FIFTH FILING

A TRACT OF LAND BEING A REPLAT OF TRACT W, FOSSIL RIDGE SUBDIVISION, LOCATED IN SECTION 35, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF WINDSOR, COUNTY OF LARIMER, STATE OF COLORADO



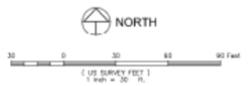
DRAFT
7-15-16

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	84°00'00"	150.00	32.14	N10°00'00" E	28.27
C2	143°00'00"	175.00	40.58	N30°00'00" E	44.86
C3	50°00'00"	20.00	20.00	N10°00'00" E	20.00
C4	80°00'00"	63.00	61.19	N10°00'00" E	58.27
C5	40°00'00"	200.00	30.17	S00°00'00" E	29.29
C6	10°00'00"	200.00	14.00	N00°00'00" E	13.85
C7	84°00'00"	150.00	32.14	S10°00'00" E	28.27
C8	143°00'00"	175.00	40.58	N30°00'00" E	44.86
C9	17°00'00"	800.00	135.28	N10°00'00" E	135.01
C10	17°00'00"	800.00	135.28	N10°00'00" E	135.01
C11	80°00'00"	63.00	61.19	N10°00'00" E	58.27
C12	80°00'00"	63.00	61.19	N10°00'00" E	58.27
C13	80°00'00"	63.00	61.19	S00°00'00" E	58.27
C14	80°00'00"	63.00	61.19	S10°00'00" E	58.27
C15	80°00'00"	63.00	61.19	S10°00'00" E	58.27
C16	10°00'00"	200.00	14.00	N00°00'00" E	13.85
C17	2°00'00"	420.00	21.14	N00°00'00" E	21.17
C18	30°00'00"	200.00	135.50	S45°00'00" E	130.67
C19	8°00'00"	600.00	38.68	N00°00'00" E	38.69
C20	8°00'00"	600.00	38.68	N00°00'00" E	38.69

LEGEND

- EASEMENT LINE
- - - - - CENTERLINE
- BOUNDARY LINE
- RIGHT OF WAY
- LOT LINE
- FOUND PROPERTY CORNER AS DESCRIBED
- UE UTILITY EASEMENT
- UDE UTILITY & DRAINAGE EASEMENT



NOTE: This plat is a replat of Tract W, Fossil Ridge Subdivision, located in Section 35, Township 6 North, Range 68 West of the 6th P.M., Town of Windsor, County of Larimer, State of Colorado. It is subject to the same conditions and legal interests as the original plat. The original plat is on file in the office of the Larimer County Clerk and Recorder.

SECTION 35

TOWNSHIP 6 NORTH

RANGE 68 WEST

FOSSIL RIDGE SUBDIVISION FIFTH FILING

NORTHERN ENGINEERING

N

FOSSIL RIDGE SUBDIVISION FIFTH FILING

TOWN OF WINDSOR

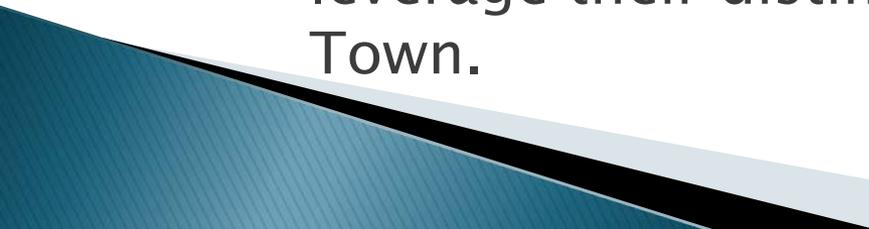
STATE OF COLORADO

Sheet **2**

of 2 sheets

Comprehensive Plan Conformance

The application is consistent with the following Objectives from the Residential Areas Framework Plan of the Comprehensive Plan:

6. Utilize cluster housing development and conservation design to conserve natural resources, particularly in proximity to the Poudre River and bluffs.
 7. Maintain the character of existing residential neighborhoods and make investments that leverage their distinctiveness from newer parts of Town.
- 

Comprehensive Plan Conformance (cont.)

9. Foster a unified identity for Windsor's residential areas.

Recommendation

At their August 17, 2016 meeting the Planning Commission forwarded to the Town Board a recommendation of approval of the final major subdivision with the following conditions:

1. All remaining Planning Commission and staff comments shall be addressed prior to recordation of the plat and development agreement; and
2. All development requirements shall continue to be met.
3. Prior to recording the subdivision plat, the applicant shall undertake the necessary steps in accordance with Colorado Revised Statutes to include the new lots in the existing homeowner's association. This condition in no way requires the association to approve the applicant's proposed inclusion in the association.

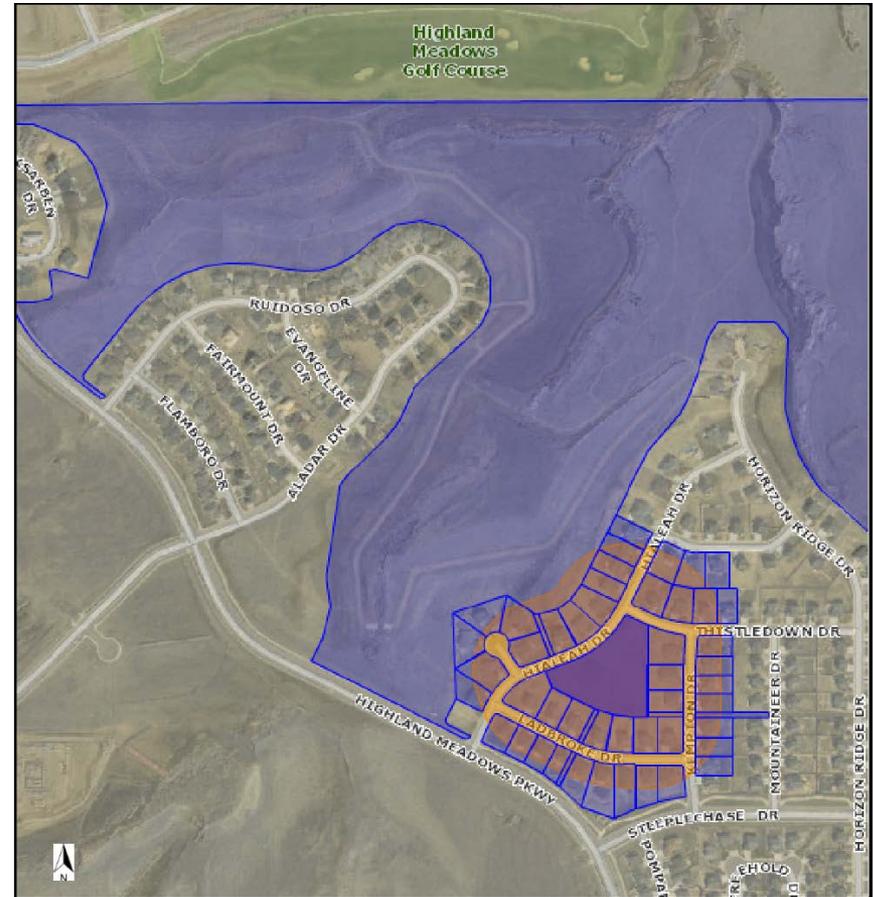
Notification Area

Neighborhood meeting
5/17/16 notifications:

- ▶ May 6, 2016 - newspaper legal ad published
- ▶ April 26, 2016 - mailings to adjacent property owners

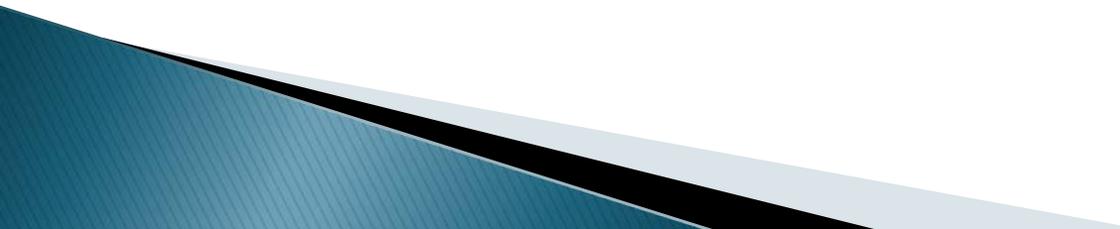
Public Hearing notifications:

- ▶ August 1, 2016 - mailings to adjacent property owners
- ▶ August 1, 2016 - notification sign(s) posted on property
- ▶ August 5, 2016 - legal notice posted on the Town website
- ▶ August 5, 2016 - newspaper legal ad published



Final Major Subdivision

Staff requests that the following be entered into the record:

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



MEMORANDUM

Date: August 22, 2016
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Wade Willis, CPRP, Parks and Open Space Manager
Re: Resolution Approving IGA with Larimer County for the Co-Management of Conservation Easements
Item #: C.9.

Background / Discussion:

Presented for your consideration this evening is a resolution which will accept an IGA for Co-Managing Poudre River Initiative Project Conservation Easements (CE's) in Weld County. The CE's, which have been approved or are in process as of this evening, include Sheep Draw, Cottonwood Bend and Signature Bluffs.

The CE's must be held by a qualifying agency. GOCO funded CE's require that the easement holder is certified by the Colorado Department of Regulatory Affairs, Real Estate Division. In 2015 Windsor received conditional approval to hold CE's. Because Windsor is not fully certified, we will co-hold the CE's under the experience of Larimer County which is a certified entity.

The ability to hold CE's are an important option to help preserve lands in and around Windsor. On February 10 of 2014, Town Board reviewed and adopted the Conservation Easement Stewardship Level of Service Standards that outlines our process for consideration, evaluation and acquisition of any conservation easement.

Financial Impact:

None.

Recommendation:

Move to adopt Resolution No. 2016-60 - A Resolution Approving an Agreement Concerning Co-Holding Conservation Easements in Weld County by between the Town of Windsor, Colorado, and Larimer County.

Attachments:

Resolution No. 2016-60 - A Resolution Approving an IGA for Larimer County and Windsor to Jointly Hold the Conservation Easements That Make Up the Poudre River Initiative IGA Conservation Easement Exhibits

TOWN OF WINDSOR

RESOLUTION NO. 2016-60

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR, COLORADO, AND LARIMER COUNTY WITH RESPECT TO CO-MANAGEMENT OF CONSERVATION EASEMENTS FUNDED IN PART THROUGH THE GREAT OUTDOORS COLORADO (GOCO) POUUDRE RIVER CORRIDOR AND REGIONAL TRAIL INITIATIVE GRANT

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

WHEREAS, portions of the Town lie within Larimer County (“County”); and

WHEREAS, the Town and Larimer County have a long history of cooperation and mutual assistance with respect to resource management and open space protection; and

WHEREAS, the City of Greeley (“Greeley”) desires to acquire fee title to certain parcels of real property which will be encumbered by conservation easements located in the County of Weld, State of Colorado, as part of the Great Outdoors Colorado (GOCO) Poudre River Corridor and Regional Trail Initiative Grant; and

WHEREAS, the Town, Greeley and the County desire to cooperate in the ownership, management and accountability associated with the GOCO-funded conservations easements; and

WHEREAS, in order to satisfy the requirements of GOCO for the ongoing management of the property and the conservation easements, the Town and Larimer County have negotiated the attached “Intergovernmental Agreement Concerning Co-Holding of Conservation Easements in Weld County” (“IGA”); and

WHEREAS, the Director of Parks, Recreation and Culture and the Town Attorney have participated in the negotiations and have reviewed the IGA on the Town’s behalf; and

WHEREAS, the attached IGA will enable the use of GOCO funding for preservation of natural areas beneficial to the Town’s residents and visitors; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. authorizes governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each, including the sharing of costs; and

WHEREAS, the Town Board wishes to approve the attached IGA, and to authorize the Mayor to execute it on the Town’s behalf.

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

1. The attached IGA between the Town of Windsor and Larimer County, incorporated herein by this reference as if set forth fully, is hereby approved by the Windsor Town Board.
2. The Mayor is hereby authorized to execute the attached Agreement on behalf of Windsor.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 22nd day of August, 2016.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

**INTERGOVERNMENTAL AGREEMENT
CONCERNING CO-HOLDING OF CONSERVATION EASEMENTS IN WELD COUNTY**

This Intergovernmental Agreement Concerning Co-Holding of Conservation Easements in Weld County (“Agreement”) is made this ____ day of _____, 2016, by and between the TOWN OF WINDSOR, COLORADO (the “Town”) and LARIMER COUNTY, COLORADO (“Larimer County”).

WHEREAS, part of 2 of Article 1 of Title 29, C.R.S. authorizes governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each, including the sharing of costs; and

WHEREAS, the City of Greeley desires to acquire fee title to certain parcels of real property which will be encumbered by conservation easements located in the County of Weld, State of Colorado, as part of the Great Outdoors Colorado (GOCO) Poudre River Corridor and Regional Trail Initiative Grant (log #12613), those parcels are legally described in **Exhibit A**, incorporated herein by this reference (the “Properties”); and

WHEREAS, the parties recognize that certain lands along the Poudre River in both Larimer and Weld counties are important to be protected from development through various means such as fee acquisition, conservation easements, and regulatory measures; and

WHEREAS, Larimer County has imposed a sales and use tax (“Help Preserve Open Spaces Sales Tax”) for the purchase and maintenance of open space, natural areas, parks and trails and a portion of the funds generated by said sales tax are distributed to municipalities located within Larimer County; and

WHEREAS, the Town receives a share of the Larimer County Revenues for the purchase and maintenance of open space, natural areas, parks and trails for the benefit of the Windsor community; and

WHEREAS, both the Town and Larimer County are qualified to hold conservation easements as governmental entities under C.R.S. § 38-30.5-104.

WHEREAS, the Town and Larimer County anticipate co-holding conservation easements on those lands acquired by the City of Greeley as part of the GOCO Poudre River Corridor and Regional Trail Initiative grant project as identified in Exhibit A (the “Properties”); and

WHEREAS, the parties desire to cooperate with one another concerning the responsibilities for holding the conservation easements and all responsibilities inherent therein including development of baseline documentation reports and management plans, annual monitoring, and defense of the conservation easements.

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

A. Managing Entity

The Town of Windsor will be the primary lead in managing the oversight of the conservation easements. Subject to annual appropriation and the limitations set forth in the Colorado Constitution with respect to local governments, all costs associated with development of reports, documents, annual monitoring and easement defense will be borne by the Town. The Town will also serve as the primary contact to Great

Outdoors Colorado (GOCO) and any other state or federal agencies that govern the amendment, transfer or disposition of these conservation easement Properties.

B. Baseline Documentation Report

By the time of closing, the Town shall be the primary party responsible for ensuring development of a baseline documentation report for the Properties. Larimer County may provide technical assistance and staff expertise to assist with the development of the baseline and/or contractor selection as needed. To the extent Larimer County assists in or develops the report, Larimer County will be a signatory of the baseline documentation report.

C. Management Plan.

The City of Greeley will write and update (as needed) a Management Plan for the conservation easement Properties per GOCO requirements. Both the Town and Larimer County will jointly review and approve the draft Management Plan(s). The Management Plan(s) shall provide for a resource inventory for each of the Properties and establish a plan to address issues including, but not limited to, any facilities for appropriate public access, weed control, necessary improvements and restoration needs. The Town will be responsible for ensuring that the City of Greeley manages the Properties in concert with the adopted Management Plans and completes regular reviews/updates of the plans as needed.

D. Annual Monitoring.

The Town will be responsible for completing, and providing a copy to Larimer County and the City of Greeley, an annual monitoring report including associated photographs and maps. Larimer County shall be notified at least one week in advance of all monitoring visits.

E. Easement Defense.

Subject to annual appropriation and the limitations set forth in the Colorado Constitution with respect to local governments, the Town is solely responsible for defending the legal integrity of and enforcing all conservation easements on the Properties and will incur all financial costs (legal, consulting, etc.) needed for this defense.

F. Miscellaneous Provisions.

1. This Agreement may not be assigned by either party without the prior written consent of the other party.

2. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

3. Nothing in this Agreement waives the immunities, limits of liability, or other terms and conditions of the Colorado Governmental Immunity Act as now in force or hereafter amended.

4. Any notices required or permitted to be given shall be in writing and personally delivered to the office of the parties of by first class mail, postage prepaid, as follows:

To Larimer County: Director
Larimer County Natural Resources Department
1800 South County Road 31
Loveland, Colorado 80537-9638

To the Town of Windsor: Director
Town of Windsor Parks, Recreation & Culture
301 Walnut Street
Windsor, CO 80550

5. Any such notice shall be effective (i) in the case of personal delivery, when the notice is actually received, or (ii) in the case of first class mail, the third day following deposit in the United States mail, postage prepaid, addressed as set forth above. Any party may change these persons or addresses by giving notice as required above.

6. This Agreement shall be effective upon the date of the last party to sign. This Agreement may be executed in counterparts, the assembly of which shall be deemed a unified document.

TOWN OF WINDSOR, COLORADO

Dated: _____

By: _____
Kristie Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Patti Garcia, Town Clerk

Ian D. McCargar, Town Attorney

LARIMER COUNTY, COLORADO

Dated: _____

By: _____
Chair, Board of County Commissioners

ATTEST:

APPROVED AS TO FORM:

Deputy Clerk

Deputy County Attorney

Sheep Draw Legal Description

PARCEL 1:

A PARCEL OF LAND BEING PART OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 33 AND ASSUMING THE EAST LINE OF THE SE1/4 OF SAID SECTION 33 AS BEARING SOUTH 00 DEGREES 06 MINUTES 03 SECONDS WEST, AS DETERMINED BY GPS OBSERVATION, A DISTANCE OF 2691.25 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 00 DEGREES 06 MINUTES 03 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 1285.58 FEET;

THENCE NORTH 65 DEGREES 36 MINUTES 33 SECONDS WEST A DISTANCE OF 198.82 FEET;

THENCE NORTH 83 DEGREES 48 MINUTES 20 SECONDS WEST A DISTANCE OF 63.87 FEET;

THENCE SOUTH 73 DEGREES 18 MINUTES 50 SECONDS WEST A DISTANCE OF 110.57 FEET;

THENCE SOUTH 68 DEGREES 29 MINUTES 41 SECONDS WEST A DISTANCE OF 168.01 FEET;

THENCE SOUTH 84 DEGREES 32 MINUTES 09 SECONDS WEST A DISTANCE OF 48.92 FEET;

THENCE SOUTH 74 DEGREES 31 MINUTES 55 SECONDS WEST A DISTANCE OF 208.77 FEET;

THENCE SOUTH 85 DEGREES 36 MINUTES 23 SECONDS WEST A DISTANCE OF 58.54 FEET TO THE

NORTH LINE OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 33; THENCE- SOUTH 89 DEGREES 21

MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID SE1/4SE1/4 A DISTANCE OF 125.87

FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND AS RECORDED IN BOOK 87 AT

PAGE 119 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER (WCCR);

THENCE ALONG THE NORTHWESTERLY AND WESTERLY LINE OF THE AFORESAID PARCEL OF LAND BY THE FOLLOWING 6 COURSES AND DISTANCES:

THENCE SOUTH 46 DEGREES 25 MINUTES 35 SECONDS WEST A DISTANCE OF 85.07 FEET;

THENCE SOUTH 21 DEGREES 24 MINUTES 29 SECONDS WEST A DISTANCE OF 130.91 FEET;

THENCE SOUTH 34 DEGREES 43 MINUTES 52 SECONDS WEST A DISTANCE OF 99.83 FEET;

THENCE SOUTH 50 DEGREES 44 MINUTES 52 SECONDS WEST A DISTANCE OF 28.54 FEET;

THENCE SOUTH 64 DEGREES 12 MINUTES 59 SECONDS WEST A DISTANCE OF 132.69 FEET;

THENCE SOUTH 34 DEGREES 21 MINUTES 14 SECONDS WEST A DISTANCE OF 129.28 FEET TO THE WEST LINE OF SAID SE1/4SE1/4;

THENCE SOUTH 00 DEGREES 06 MINUTES 31 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 31.88 FEET;

THENCE SOUTH 47 DEGREES 02 MINUTES 14 SECONDS WEST A DISTANCE OF 81.43 FEET;

THENCE SOUTH 81 DEGREES 09 MINUTES 48 SECONDS WEST A DISTANCE OF 105.54 FEET;

THENCE NORTH 89 DEGREES 03 MINUTES 07 SECONDS WEST A DISTANCE OF 98.91 FEET;

THENCE SOUTH 82 DEGREES 31 MINUTES 43 SECONDS WEST A DISTANCE OF 81.73 FEET;

THENCE SOUTH 79 DEGREES 50 MINUTES 56 SECONDS WEST A DISTANCE OF 55.39 FEET;

THENCE NORTH 79 DEGREES 26 MINUTES 57 SECONDS WEST A DISTANCE OF 151.29 FEET;

THENCE SOUTH 88 DEGREES 43 MINUTES 45 SECONDS WEST A DISTANCE OF 93.89 FEET;

THENCE NORTH 86 DEGREES 13 MINUTES 45 SECONDS WEST A DISTANCE OF 109.82 FEET;

THENCE NORTH 57 DEGREES 59 MINUTES 06 SECONDS WEST A DISTANCE OF 35.88 FEET;

THENCE NORTH 43 DEGREES 52 MINUTES 48 SECONDS WEST A DISTANCE OF 43.07 FEET;

THENCE NORTH 27 DEGREES 36 MINUTES 46 SECONDS WEST A DISTANCE OF 168.18 FEET;

THENCE NORTH 35 DEGREES 14 MINUTES 45 SECONDS WEST A DISTANCE OF 48.61 FEET;

THENCE NORTH 49 DEGREES 48 MINUTES 52 SECONDS WEST A DISTANCE OF 84.62 FEET;

THENCE NORTH 52 DEGREES 53 MINUTES 31 SECONDS WEST A DISTANCE OF 59.95 FEET;

THENCE NORTH 51 DEGREES 49 MINUTES 36 SECONDS WEST A DISTANCE OF 127.58 FEET;

THENCE NORTH 41 DEGREES 14 MINUTES 47 SECONDS WEST A DISTANCE OF 70.71 FEET;
THENCE NORTH 49 DEGREES 26 MINUTES 50 SECONDS WEST A DISTANCE OF 38.60 FEET;
THENCE NORTH 75 DEGREES 53 MINUTES 29 SECONDS WEST A DISTANCE OF 118.00 FEET TO THE WEST LINE OF SAID SE 1/4;
THENCE NORTH 00 DEGREES 06 MINUTES 59 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 1340.18 FEET TO THE CENTER QUARTER CORNER;
THENCE CONTINUING NORTH 00 DEGREES 06 MINUTES 59 SECONDS EAST ALONG THE WEST OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 33, A DISTANCE OF 949.70 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND AS RECORDED NOVEMBER 17, 1929 IN BOOK 861 AT PAGE 245 OF THE RECORDS OF THE WCCR;
THENCE ALONG THE SOUTHERLY LINE OF THE AFORESAID PARCEL OF LAND BY THE FOLLOWING 7 COURSES AND DISTANCES:
THENCE SOUTH 86 DEGREES 22 MINUTES 46 SECONDS EAST, A DISTANCE OF 372.00 FEET;
THENCE SOUTH 62 DEGREES 36 MINUTES 46 SECONDS EAST, A DISTANCE OF 325.00 FEET;
THENCE SOUTH 81 DEGREES 32 MINUTES 46 SECONDS EAST, A DISTANCE OF 160.00 FEET;
THENCE NORTH 68 DEGREES 22 MINUTES 14 SECONDS EAST, A DISTANCE OF 208.00 FEET;
THENCE NORTH 42 DEGREES 07 MINUTES 14 SECONDS EAST, A DISTANCE OF 112.00 FEET;
THENCE NORTH 27 DEGREES 37 MINUTES 14 SECONDS EAST, A DISTANCE OF 280.00 FEET;
THENCE NORTH 51 DEGREES 42 MINUTES 14 SECONDS EAST, A DISTANCE OF 133.63 FEET TO THE EAST LINE OF SAID SW1/4 NE1/4;
THENCE SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST, ALONG SAID EAST LINE A DISTANCE OF 22.15 FEET;
THENCE NORTH 45 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 23.67 FEET;
THENCE NORTH 63 DEGREES 50 MINUTES 04 SECONDS EAST, A DISTANCE OF 160.13 FEET;
THENCE NORTH 89 DEGREES 27 MINUTES 09 SECONDS EAST, A DISTANCE OF 111.78 FEET;
THENCE SOUTH 69 DEGREES 10 MINUTES 57 SECONDS EAST, A DISTANCE OF 100.49 FEET;
THENCE SOUTH 82 DEGREES 35 MINUTES 30 SECONDS EAST, A DISTANCE OF 137.65 FEET;
THENCE SOUTH 68 DEGREES 11 MINUTES 03 SECONDS EAST, A DISTANCE OF 165.91 FEET;
THENCE SOUTH 28 DEGREES 52 MINUTES 32 SECONDS EAST, A DISTANCE OF 43.94 FEET;
THENCE SOUTH 00 DEGREES 01 MINUTES 09 SECONDS WEST, A DISTANCE OF 64.33 FEET;
THENCE SOUTH 13 DEGREES 38 MINUTES 37 SECONDS WEST, A DISTANCE OF 324.59 FEET;
THENCE SOUTH 19 DEGREES 34 MINUTES 19 SECONDS WEST, A DISTANCE OF 161.03 FEET;
THENCE SOUTH 50 DEGREES 43 MINUTES 54 SECONDS WEST, A DISTANCE OF 131.36 FEET;
THENCE SOUTH 13 DEGREES 02 MINUTES 26 SECONDS WEST, A DISTANCE OF 216.42 FEET;
THENCE SOUTH 03 DEGREES 58 MINUTES 35 SECONDS WEST, A DISTANCE OF 72.67 FEET;
THENCE SOUTH 53 DEGREES 47 MINUTES 20 SECONDS EAST, A DISTANCE OF 186.22 FEET;
THENCE SOUTH 48 DEGREES 59 MINUTES 56 SECONDS EAST, A DISTANCE OF 99.79 FEET;
THENCE SOUTH 70 DEGREES 38 MINUTES 59 SECONDS EAST, A DISTANCE OF 83.64 FEET;
THENCE NORTH 76 DEGREES 48 MINUTES 39 SECONDS EAST, A DISTANCE OF 63.20 FEET;
THENCE NORTH 37 DEGREES 38 MINUTES 04 SECONDS EAST, A DISTANCE OF 75.14 FEET;
THENCE NORTH 43 DEGREES 25 MINUTES 09 SECONDS EAST, A DISTANCE OF 135.70 FEET;
THENCE NORTH 27 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 164.81 FEET;
THENCE NORTH 39 DEGREES 43 MINUTES 50 SECONDS EAST, A DISTANCE OF 35.09 FEET;
THENCE NORTH 43 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 170.63 FEET;
THENCE NORTH 63 DEGREES 44 MINUTES 07 SECONDS EAST, A DISTANCE OF 63.90 FEET;
THENCE SOUTH 54 DEGREES 56 MINUTES 20 SECONDS EAST, A DISTANCE OF 51.90 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND AS RECORDED OCTOBER 29, 1996 IN BOOK 1574 AS RECEPTION NO. 2517822 OF THE RECORDS OF THE WCCR;
THENCE ALONG THE WESTERLY, SOUTHERLY, AND EASTERLY LINE OF THE AFORESAID

PARCEL OF LAND BY THE FOLLOWING 6 COURSES AND DISTANCE:

**THENCE SOUTH 00 DEGREES 05 MINUTES 31 SECONDS WEST, A DISTANCE OF 324.96 FEET;
THENCE SOUTH 07 DEGREES 30 MINUTES 06 SECONDS EAST, A DISTANCE OF 413.30 FEET;
THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 254.59 FEET;
THENCE NORTH 89 DEGREES 37 MINUTES 26 SECONDS EAST, A DISTANCE OF 20.12 FEET TO THE
WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 31, ALSO BEING THE WESTERLY
RIGHT-OF-WAY LINE OF 59TH AVENUE;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINES BY THE FOLLOWING 2 COURSES AND
DISTANCE:**

**THENCE NORTH 00 DEGREES 06 MINUTES 03 SECONDS EAST, A DISTANCE OF 502.42 FEET;
THENCE NORTH 00 DEGREES 07 MINUTES 18 SECONDS EAST, A DISTANCE OF 433.60 FEET;
THENCE SOUTH 63 DEGREES 37 MINUTES 04 SECONDS EAST, A DISTANCE OF 33.45 FEET TO THE
EAST LINE OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 33;**

**THENCE SOUTH 00 DEGREES 07 MINUTES 18 SECONDS WEST, ALONG THE EAST LINE OF SAID
SE1/4 NE1/4 A DISTANCE OF 418.79 FEET TO THE POINT OF BEGINNING.**

**EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED TO UNION COLONY OF COLORADO BY
DEED RECORDED IN BOOK 87 AT PAGE 119.**

**ALSO EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED TO CITY OF GREELEY BY DEED
RECORDED OCTOBER 29, 1996 IN BOOK 1574 AS
RECEPTION NO. 2517822.**

**ALSO EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED BY DEED RECORDED IN BOOK
163 AT PAGE 486.**

PARCEL 2:

**A PARCEL OF LAND BEING PART OF THE SE1/4 OF THE NE1/4 OF SECTION 33, TOWNSHIP 6 NORTH,
RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER OF SAID SE1/4 NE1/4 AND ASSUMING THE EAST LINE OF
SAID SE1/4 NE1/4 AS BEARING SOUTH 00 DEGREES 07 MINUTES 18 SECONDS WEST, AS
DETERMINED BY GPS OBSERVATION, A DISTANCE OF 1363.96 FEET WITH ALL OTHER BEARINGS
CONTAINED HEREIN RELATIVE THERETO;**

**THENCE SOUTH 88 DEGREES 49 MINUTES 14 SECONDS WEST ALONG THE NORTH LINE OF SAID
SE1/4 NE1/4 TO THE NORTHWEST CORNER OF THAT
PARCEL OF LAND AS RECORDED OCTOBER 29, 1998 IN BOOK 1574 AS RECEPTION NO. 2517822 OF
THE RECORDS OF THE WELD COUNTY CLERK AND
RECORDER CCR), SAID POINT BEING THE TRUE POINT OF BEGINNING:**

**THENCE ALONG THE WESTERLY LINE OF THE AFORESAID PARCEL OF LAND BY THE
FOLLOWING 4 COURSES AND DISTANCES:**

**THENCE SOUTH 00 DEGREES 07 MINUTES 06 SECONDS WEST, A DISTANCE OF 199.62 FEET;
THENCE SOUTH 04 DEGREES 39 MINUTES 52 SECONDS WEST, A DISTANCE OF 378.49 FEET;
THENCE NORTH 89 DEGREES 52 MINUTES 54 SECONDS WEST, A DISTANCE OF 25.00 FEET;
THENCE SOUTH 00 DEGREES 05 MINUTES 31 SECONDS WEST, A DISTANCE OF 299.28 FEET;
THENCE NORTH 54 DEGREES 56 MINUTES 20 SECONDS WEST, A DISTANCE OF 51.90 FEET;
THENCE SOUTH 63 DEGREES 44 MINUTES 07 SECONDS WEST, A DISTANCE OF 63.90 FEET;
THENCE SOUTH 43 DEGREES 58 MINUTES 52 SECONDS WEST, A DISTANCE OF 170.63 FEET;
THENCE SOUTH 39 DEGREES 43 MINUTES 50 SECONDS WEST, A DISTANCE OF 35.09 FEET;
THENCE SOUTH 27 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 164.81 FEET;
THENCE SOUTH 43 DEGREES 25 MINUTES 09 SECONDS WEST, A DISTANCE OF 135.70 FEET;
THENCE SOUTH 37 DEGREES 38 MINUTES 04 SECONDS WEST, A DISTANCE OF 75.14 FEET;
THENCE SOUTH 76 DEGREES 48 MINUTES 39 SECONDS WEST, A DISTANCE OF 63.20 FEET;**

THENCE NORTH 70 DEGREES 38 MINUTES 59 SECONDS WEST, A DISTANCE OF 83.64 FEET;
THENCE NORTH 48 DEGREES 59 MINUTES 56 SECONDS WEST, A DISTANCE OF 99.79 FEET;
THENCE NORTH 53 DEGREES 47 MINUTES 20 SECONDS WEST, A DISTANCE OF 186.22 FEET;
THENCE NORTH 03 DEGREES 58 MINUTES 35 SECONDS EAST, A DISTANCE OF 72.67 FEET;
THENCE NORTH 13 DEGREES 02 MINUTES 26 SECONDS EAST, A DISTANCE OF 216.42 FEET;
THENCE NORTH 50 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 131.36 FEET;
THENCE NORTH 19 DEGREES 34 MINUTES 19 SECONDS EAST, A DISTANCE OF 161.03 FEET;
THENCE NORTH 13 DEGREES 38 MINUTES 37 SECONDS EAST, A DISTANCE OF 324.59 FEET;
THENCE NORTH 00 DEGREES 01 MINUTES 09 SECONDS EAST, A DISTANCE OF 64.33 FEET;
THENCE NORTH 28 DEGREES 52 MINUTES 32 SECONDS WEST, A DISTANCE OF 43.94 FEET;
THENCE NORTH 68 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 165.91 FEET;
THENCE NORTH 82 DEGREES 35 MINUTES 30 SECONDS WEST, A DISTANCE OF 137.65 FEET;
THENCE NORTH 69 DEGREES 10 MINUTES 57 SECONDS WEST, A DISTANCE E OF 100.49 FEET;
THENCE SOUTH 89 DEGREES 27 MINUTES 09 SECONDS WEST, A DISTANCE OF 111.78 FEET;
THENCE SOUTH 63 DEGREES 50 MINUTES 04 SECONDS WEST, A DISTANCE OF 160.13 FEET;
THENCE SOUTH 45 DEGREES 41 MINUTES 18 SECONDS WEST, A DISTANCE OF 23.67 FEET TO THE WEST LINE OF SAID SE1/4 NE1/4;
THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 150.20 FEET TO THE NORTHWEST CORNER OF SAID SE1/4 NE1/4;
THENCE NORTH 88 DEGREES 49 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF SAID SE1/4 NE1/4, A DISTANCE OF 1270.75 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND BEING PART OF THE SE1/4 OF THE NE1/4 OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN. COUNTY OF WELD. STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SE1/4NE 1/4 AND ASSUMING THE EAST LINE OF SAID SE1/4 NE1/4 AS BEARING SOUTH 00 DEGREES 07 MINUTES 18 SECONDS WEST, AS DETERMINED BY GPS OBSERVATION, A DISTANCE OF 1363.96 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:
THENCE SOUTH 00 DEGREES 07 MINUTES 18 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 945.17 FEET;
THENCE NORTH 63 DEGREES 37 MINUTES 04 SECONDS WEST A DISTANCE OF 33.45 FEET TO THE WESTERLY RIGHT OF WAY LINE OF WELD COUNTY ROAD NO 31, ALSO BEING 59TH AVENUE, AND BEING ON THE EASTERLY LINE OF THE PARCEL OF LAND AS RECORDED OCTOBER 29, 1996 IN BOOK 1574 AS RECEPTION NO. 2517822 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER (WCCR),
THENCE NORTH 00 DEGREES 07 MINUTES 18 SECONDS EAST ALONG THE WESTERLY LINE OF THE AFORESAID RIGHT OF WAY LINES AND ALSO BEING THE EASTERLY LINE OF THE AFORESAID PARCEL OF LAND A DISTANCE OF 929.69 FEET TO THE NORTHEAST CORNER OF THE AFORESAID PARCEL OF LAND AND BEING THE NORTH LINE OF SAID SE1/4 NE1/4;
THENCE NORTH 88 DEGREES 49 MINUTES 14 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING.
EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED TO UNION COLONY OF COLORADO BY DEED IN BOOK 87 AT PAGE 119.
ALSO EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED TO CITY OF GREELEY BY DEED RECORDED OCTOBER 29, 1996 IN BOOK 1574 AS RECEPTION NO. 2517822.



Sheep Draw Property Baseline Inventory

- Property boundary
- Constructed wetland
- Gravel road
- Two-track road
- Abandoned well location
- ⊕ Producing oil and gas well

Information on this map is provided for purposes of discussion and visualization only.

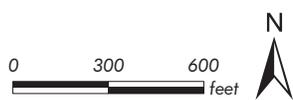
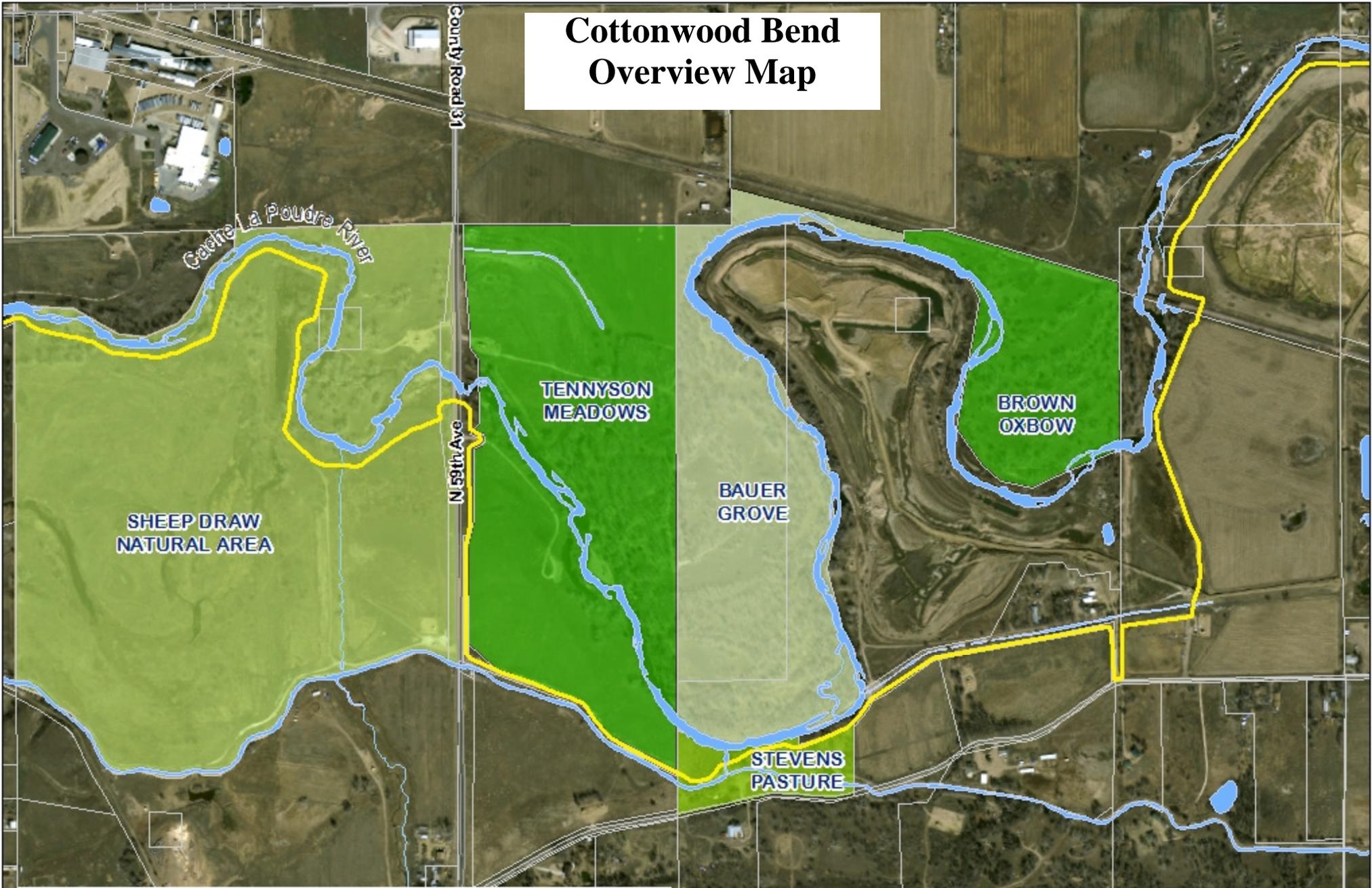


Figure 3
Property Features

Prepared for: City of Greeley
File: 5447 figure 3 Baseline.mxd [dlH]
June 2013



Cottonwood Bend Overview Map

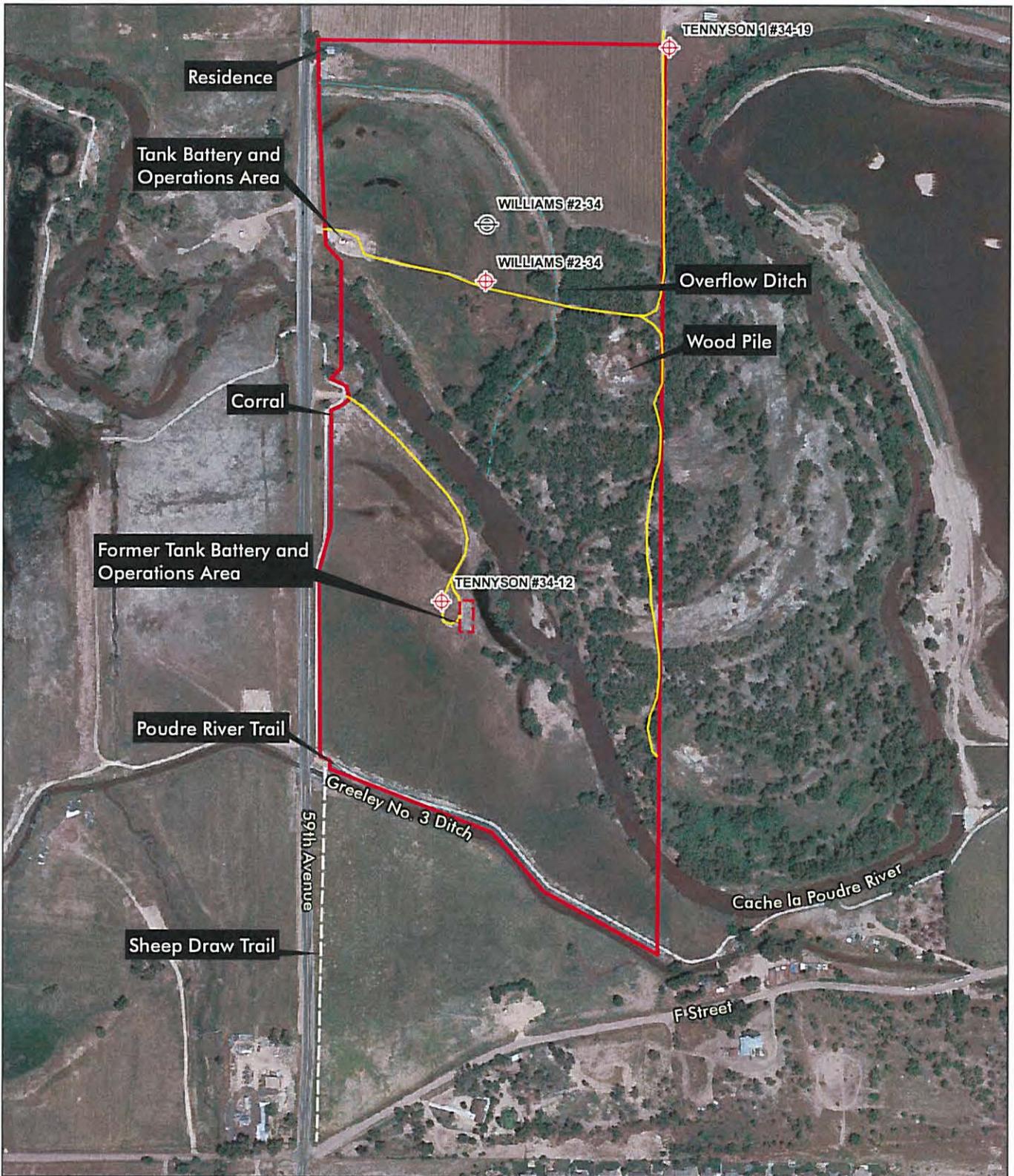


-  ACQUIRED NATURAL AREA
-  WATER BODY
-  SHEEP DRAW NATURAL AREA
-  POUDRE RIVER TRAIL
-  STREAM



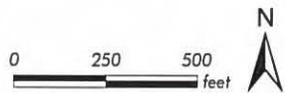
LEGAL DESCRIPTION OF TENNYSON MEADOWS

The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and that part of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ lying North of the centerline of the Greeley #3 Ditch in Section 34, Township 6 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado; EXCEPT that portion as conveyed in Deed recorded November 5, 1889, ALSO EXCEPT that portion as described in Road-Viewers' Report recorded January 20, 1890 at Reception No. 35489, ALSO EXCEPT that portion conveyed to the City of Greeley in Warranty Deed recorded November 5, 1996 at Reception No. 2519102, ALSO EXCEPT that portion conveyed in deed recorded April 19, 2006 at Reception No. 3380614, ALSO EXCEPT that portion as conveyed in deed recorded October 6, 2011 at Reception No. 3797067, AND ALSO EXCEPT that portion as conveyed in deed recorded January 31, 2014 at Reception No. 333409.



Tennyson Property Baseline Inventory

- Property
- Ditch
- Road
- ⊕ Producing Oil and Gas Well
- ⊖ Abandoned Oil and Gas Well



**Figure 3
Property Features**

Prepared for: City of Greeley
 File: 6065 Figure 3 Baseline.mxd [dlH]
 March 20, 2015



LEGAL DESCRIPTION OF BAUER GROVE

A tract of land located in the E1/2 of the NW1/4 and the E1/2 of the SW1/4 of Section 34, T6N, R66W of the 6th P.M., County of Weld, State of Colorado, more particularly described as follows:

COMMENCING at the W1/16 Corner of said Section 34 & Section 3, T5N, R66W, of the 6th P.M., from which the SW Corner of said Section 34 bears S89°40'51"E, a distance of 1321.61 feet (Basis of Bearing); thence N00°19'50"W, 1023.00 feet along the West Line of said E1/2 of the SW1/4 of Section 34 to the Northwest Corner of the Parcel described in Quit Claim Deeds recorded at Reception Nos. 1965295, 1965297, 1965300, and 1965302 of the Weld County Records, and the POINT OF BEGINNING.

Thence continuing N00°19'50"W, 1677.21 feet along said West Line of the E1/2 of the SW1/4 of Section 34 to the Northwest Corner thereof, being also the C-W1/16 Corner of said Section 34;

Thence N00°19'33"W, 1345.17 feet along the West Line of the SE1/4 of the NW1/4 of said Section 34 to the Northwest Corner thereof, being also the NW1/16 Corner of said Section 34;

Thence N89°49'12"E, 323.71 feet along the North Line of said SE1/4 of the NW1/4 of Section 34 to the East Line of the West Ten (10) acres of the NE1/4 of the NW1/4 of said Section 34;

Thence N00°19'33"W, 225.50 feet along said East Line to the Southerly Right-of-Way Line of the Greeley, Salt Lake and Pacific Railroad as described in the Quit Claim Deed recorded August 1, 1881 at Reception No. 7060 of the Weld County Records;

Thence Southeasterly along said Southerly Railroad Right-of-Way Line the following two (2) courses:

1. S75°29'13"E, 685.62 feet to a point of curve to the right;
2. 349.89 feet along the arc of said curve, said curve having a radius of 19048.62 feet, a central angle of 01 °03'09", and being subtended by a chord bearing S74°57'38"E, a distance of 349.88 feet, to a non-tangent point on the East Line of said SE1/4 of the NW1/4 of Section 34;

Thence S00°17'55"E, 99.48 feet along said East Line to a point on the Northerly Line of Lot B, Recorded Exemption No. 0805-34-4 RECX11-0008, according to the recorded plat thereof, being also the Centerline of the Cache la Poudre River;

Thence Westerly and Southerly along said Northerly Line and the Westerly Line of said Lot B, being also the Centerline of said Cache la Poudre River, the following eighteen (18) courses:

1. N77°31'05"W, 376.07 feet;
2. N60°50'05"W, 152.00 feet;
3. S86°11'55"W, 300.00 feet;
4. S68°04'55"W, 209.00 feet;
5. S48°22'55"W, 283.00 feet;
6. S20°21'55"W, 144.00 feet;
7. S47°52'05"E, 355.00 feet;
8. S48°25'05"E, 332.00 feet;
9. S25°09'05"E, 253.00 feet;
10. S41°28'05"E, 242.00 feet;
11. S18°30'05"E, 250.00 feet;
12. S01°24'05"E, 368.00 feet;
13. S12°08'55"W, 185.00 feet;
14. S14°11'05"E, 413.00 feet;
15. S35°01'05"E, 96.00 feet;
16. S12°14'05"E, 267.00 feet;
17. S35°01'55"W, 150.00 feet;
18. S69°05'23"W, 322.35 feet to a Northeasterly Corner of the Parcel described in said Quit Claim Deeds recorded at Reception Nos. 1965295, 1965297, 1965300, and 1965302 of the Weld County Records;

Thence Westerly along the Northerly Line of said Parcel described in said Quit Claim Deeds, the following three (3) courses:

1. S74°18'24"W, 272.00 feet;
2. N85°57'36"W, 175.00 feet;
3. N74°59'36"W, 280.00 feet to the POINT OF BEGINNING.

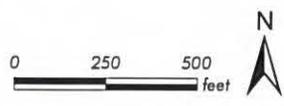


Path: P:\6300 Projects\6324 Beebe Property - Phase I\Beebe\Map\Baseline\6324 Figure 3 Baseline.mxd

Beebe Property

- Property Boundary
- Gate
- Producing Oil and Gas Well
- ⊙ Abandoned Location
- ⊕ Plugged and Abandoned Oil and Gas Well

Information on this map is provided for purposes of discussion and visualization only.



**Figure 3
Property Features**

Prepared for: City of Greeley
File: 6324 Figure 3 Baseline.mxd [dlH]
September 10, 2015



LEGAL DESCRIPTION OF BROWN OXBOW

Tract A, LAFARGE BROWN MINOR SUBDIVISION, being within the City of Greeley, County of Weld, State of Colorado.



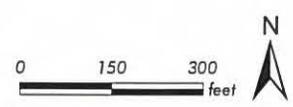
Path: P:\6200 Projects\6271 Brown Property - F\3\Map\Map\Baseline Inventory\6271 Figure 3 Baseline.mxd

Brown Property Baseline Inventory

- Property Boundary
- x Fence

Information on this map is provided for purposes of discussion and visualization only.

**Figure 3
Property Features**



Prepared for: City of Greeley
 File: 6271 Figure 3 Baseline.mxd [dlH]
 July 10, 2015



LEGAL DESCRIPTION OF STEVENS PASTURE

A tract of land located in the Southeast Quarter of the Southwest Quarter of Section 34, Township 6 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado, and being more particularly described as follows:

Commencing at the Southwest Quarter of the Southwest Quarter of said Section 34 and considering the South line of the Southwest Quarter to bear South 89°21'00" East and with all other bearings contained herein being relative thereto;

thence South 89°21'00" East along the South line of the Southwest Quarter of said Section 34, 1,321.69 feet to the Southwest Corner of the Southeast Quarter of the Southwest Quarter of said Section 34; said point being the True Point of Beginning;

thence North 00°00'03" East along the West line of the Southeast Quarter of the Southwest Quarter of said Section 34, 551.97 feet to a point on the North right-of-way line of an existing County Road;

thence North 00°00'03" East along the West line of the Southeast Quarter of the Southwest Quarter of said Section 34, a distance of 471.03 feet to a point on the apparent centerline of the Cache La Poudre River;

thence along the apparent centerline of the Cache La Poudre River by the following Three (3) courses and distances:

thence South 74°37'34" East, a distance of 279.79 feet;

thence South 85°38'00" East, a distance of 175.00 feet;

thence North 74°38'00" East, a distance of 272.00 feet,

thence South 00°00'00" West, a distance of 70.0 feet;

thence North 74°33'36" East, a distance of 115.92 feet;

thence North 66°41'54" East, a distance of 186.00 feet;

thence North 49°07'00" East, a distance of 71.30 feet;

thence South 00°00'00" West, a distance of 418.77 feet to a point on the North right-of-way line of an existing County Road;

thence along the North right-of-way of said existing County Road by the following Three courses and distances:

South 75°30'00" West, a distance of 109.15 feet;

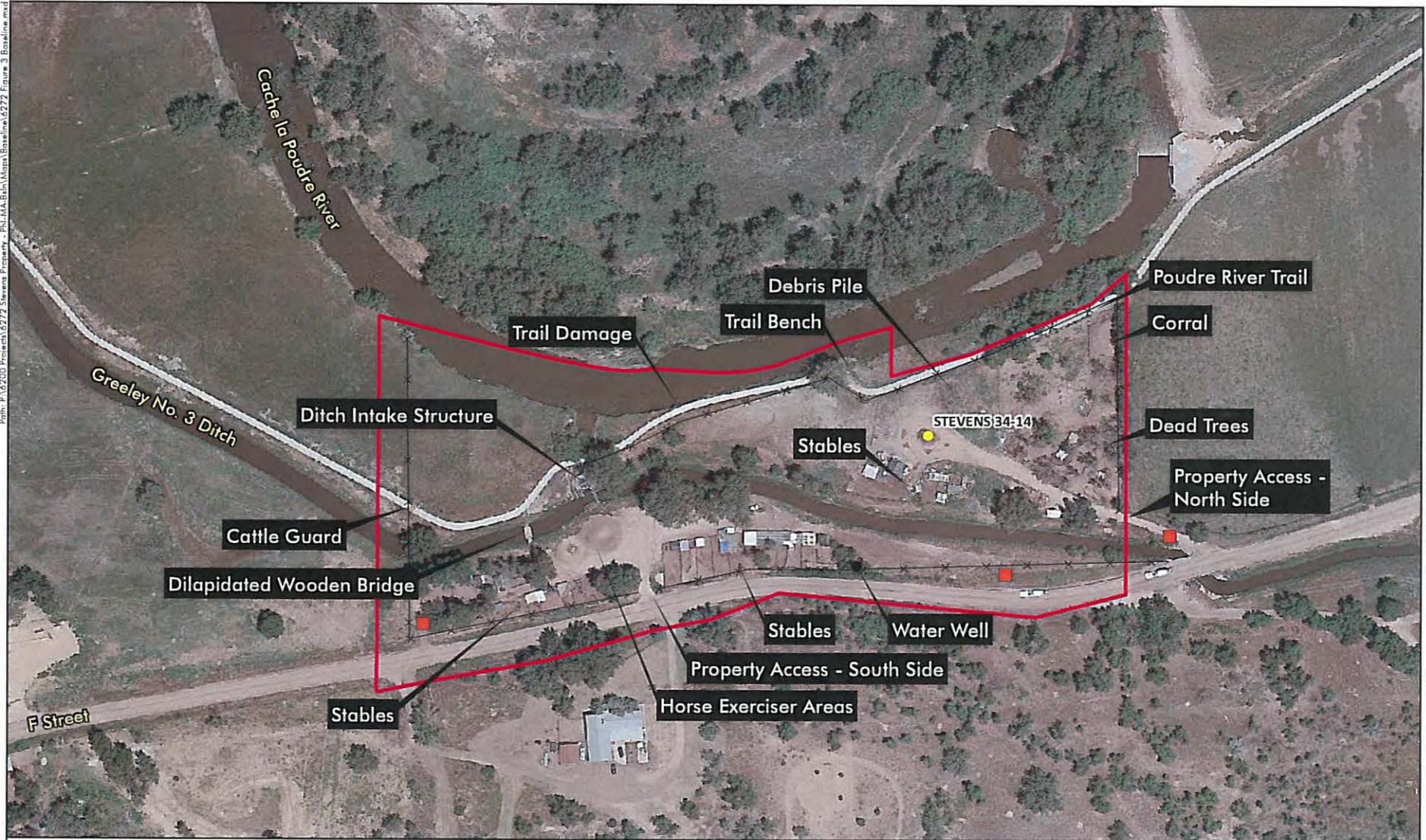
North 85°30'00" West, a distance of 394.52 feet;

South 76°00'00" West, a distance of 81.71 feet;

South 77°38'45" West, a distance of 475.79 feet to the Point of Beginning,

County of Weld, State of Colorado.

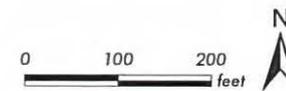
Path: P:\6200 Projects\6272 Stevens Property - PHU.MA.BLM\Maps\Baseline\6272 Figure 3 Baseline.mxd



Stevens Property

-  Property
-  Gate
-  Producing Oil and Gas Well
-  Fence

Figure 3
Property Features

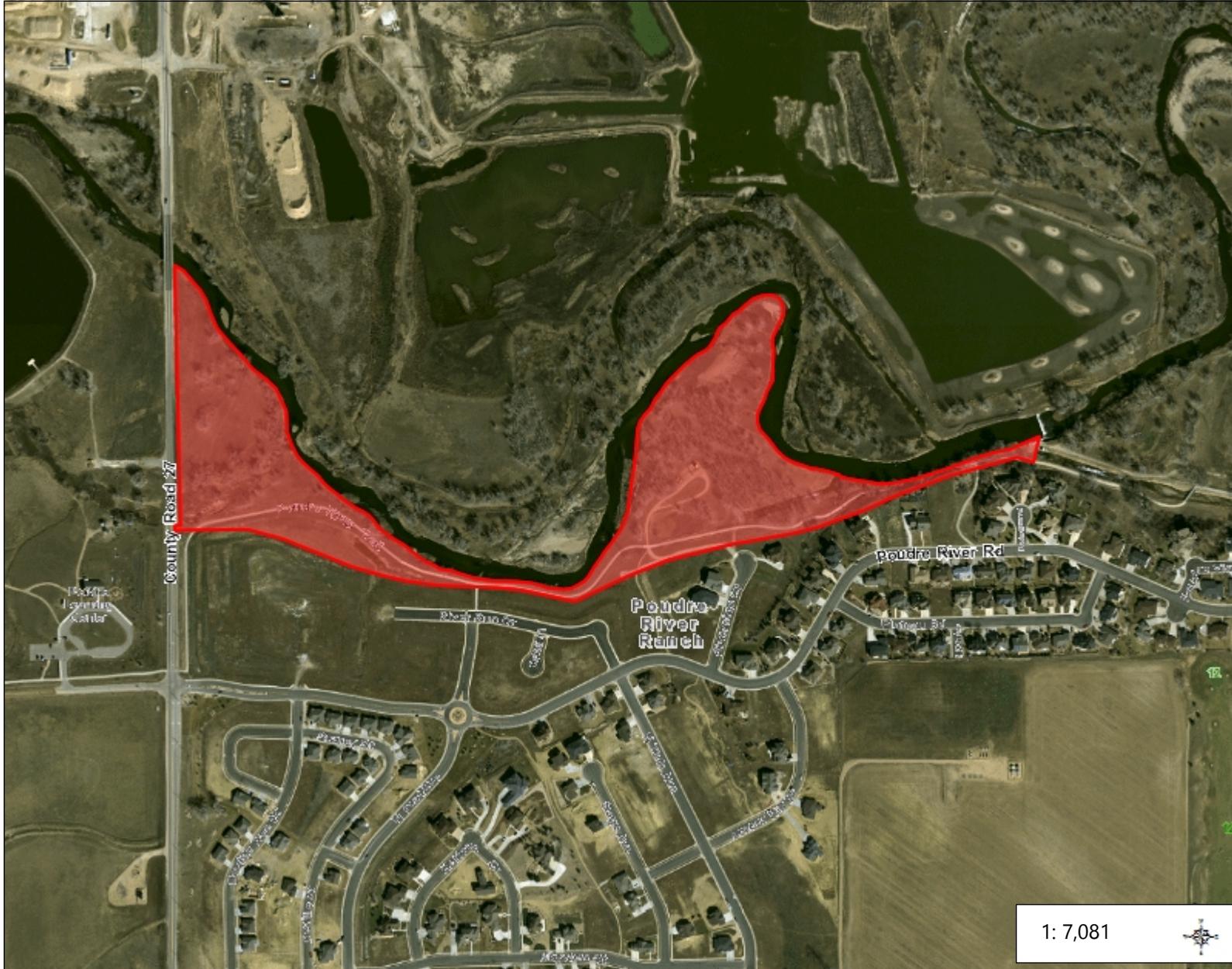


Prepared for: City of Greeley
File: 6272 Figure 3 Baseline.mxd [dlH]
July 15, 2015





Legend



1: 7,081



0.2 0 0.11 0.2 Miles

NAD_1983_HARN_StatePlane_Colorado_North_FIPS_0501_Feet
© City of Greeley GIS 8/15/2016

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION OR SURVEY PURPOSES

Notes

Conservation Easement Area

EXHIBIT A

EXHIBIT B

LEGAL DESCRIPTION OF SIGNATURE BLUFFS

That portion of Section 32, Township 6 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado being more particularly described as follows:

Considering the West line of the Southwest Quarter of said Section 32 as assumed to bear North 00°45'07" East and with all bearings contained herein and relative thereto;

Beginning at the Southwest corner of said Section 32; thence along the West line of said Southwest Quarter North 00°45'07" East 1924.11 feet; thence departing said West line South 89°14'32" East 30.00 feet to a point on the East right of way of County Road 27, said point being the TRUE POINT OF BEGINNING; thence along the North line of Poudre River Ranch Third Filing the following fourteen (14) courses and distances: South 89°14'53" East 281.50 feet; thence South 73°38'27" East 145.77 feet; thence South 66°48'55" East 296.78 feet; thence South 72°34'58" East 120.35 feet; thence South 75°27'49" East 101.05 feet; thence South 80°52'03" East 127.84 feet; thence South 86°34'55" East 230.64 feet; thence South 83°11'41" East 102.15 feet; thence South 76°42'01" East 219.07 feet; thence North 65°52'58" East 233.93 feet; thence North 69°29'44" East 173.15 feet; thence North 77°25'21" East 261.66 feet; thence North 81°16'54" East 249.13 feet; thence North 77°13'37" East 105.58 feet to the Northeast corner of said Poudre River Ranch Third Filing, said point also being the Northwest corner of Poudre River Ranch Second Filing; thence along the North line of Poudre River Ranch Second Filing the following five (5) courses and distances: North 71°19'20" East 191.38 feet; thence North 66°46'57" East 138.57 feet; thence North 70°57'31" East 229.27 feet; thence North 76°09'47" East 276.81 feet; thence South 72°16'42" East 70.31 feet, more or less, to a point on the westerly line of that certain parcel of land as described in Special Warranty Deed recorded January 29, 2004 at Reception No. 3148885, records of Weld County, said point being on the southeasterly prolongation of the approximate centerline of the Greeley No. 3 Canal; thence along the westerly line of said Special Warranty Deed and southeasterly prolongation and approximate centerline North 13°50'13" West 129.37 feet, more or less, to a point on the approximate centerline of the Cache La Poudre River; thence along the approximate centerline of said Cache La Poudre River the following fourteen (14) courses and distances: South 76°09'47" West 341.26 feet; thence South 70°57'31" West 206.30 feet; thence North 77°15'35" West 443.97 feet; thence North 28°11'31" West 118.53 feet; thence North 04°32'45" East 418.64 feet; thence North 62°28'00" West 111.80 feet; thence South 72°32'00" West 158.11 feet; thence South 38°35'54" West 541.40 feet; thence South 08°39'37" West 350.99 feet; thence South 38°30'06" West 341.82 feet; thence North 76°33'49" West 562.21 feet; thence North 48°28'29" West 612.76 feet; thence North 23°47'07" West 368.20 feet; thence North 39°01'45" West 596.63 feet to a point on the West line of that certain parcel of land described in Warranty Deed recorded June 12, 1980 at Book 905, Reception No. 1827327, records of Weld County; thence departing the approximate centerline of said Cache La Poudre River and along the westerly and southerly lines of said Warranty Deed South 00°01'08" East 936.93 feet and again North 89°15'12" West 21.30 feet to a point on the East right of way of County Road 27; thence along said east right of way South 00°45'07" West 153.94 feet to the TRUE POINT OF BEGINNING.

The above described parcel contains 29.00 acres, more or less, and is subject to all existing easements and/or rights of way of record.



Orr Property Baseline Inventory

- Property
- Oil and Gas Well

Information on this map is provided for purposes of discussion and visualization only.

Figure 3
Property Features



Prepared for: City of Greeley
File: 6066 Figure 3 Baseline.mxd [dlH]
August 18, 2015





MEMORANDUM

Date: August 22, 2016
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Wade Willis, CPRP, Parks and Open Space Manager
Re: Accepting Deed of Conservation Easement for Signature Bluffs
Item #: C.10.

Background / Discussion:

Presented for your consideration this evening is a resolution which will accept the Deed of Conservation Easement for Signature Bluffs which is a part of the Poudre River Initiative Project. This project started in 2012 with a grant submission to Great Outdoors Colorado (GOCO). The purpose was for acquisition and development of various land parcels adjacent to the Poudre River from Fort Collins to Greeley. The grant partners include, Greeley, Windsor, Timnath, Fort Collins and Larimer County. The grant was successfully funded to the tune of \$5.1 million dollars. Greeley successfully completed several acquisitions which must have a Conservation Easements (CE) to ensure perpetual preservation of these lands.

The CE's must be held by a qualifying agency. GOCO funded CE's require that the easement holder is certified by the Department of Regulatory Affairs, Real Estate Division. In 2015 Windsor received conditional approval to hold CE's. Through an already approved IGA, Windsor and Larimer County will jointly hold the CE's. Windsor is required to co-hold the CE's under the experience of a certified entity, like Larimer County. Once and if we receive full certification, Windsor will no longer need to co-hold CE's.

The ability to hold CE's are an important option to help preserve lands in and around Windsor. On February 10 of 2014, Town Board reviewed and adopted the Conservation Easement Stewardship Level of Service Standards that outlines our process for consideration, evaluation and acquisition of any conservation easement. In keeping with this approved process, the Parks, Recreation & Culture Advisory Board (PReCAB) held a public hearing on the proposed acquisition on August 16th, 2016. There were no public comments. PReCAB has recommended Town Board acceptance of the Deed of Conservation Easement for the Cottonwood Bend Conservation Easement.

Financial impact:

None

Recommendation:

Adopt Resolution No. 2016-61 - Accepting the Deed of Conservation Easement for the Signature Bluff property located east of 83rd Avenue and the Poudre River in Greeley. Simple majority required.

Attachments:

Resolution 2016-61

Deed of Conservation Easement – Signature Bluffs

TOWN OF WINDSOR

RESOLUTION NO. 2016-61

A RESOLUTION APPROVING AND ACCEPTING A DEED OF CONSERVATION EASEMENT FROM THE CITY OF GREELEY TO THE TOWN OF WINDSOR, AND RE-AFFIRMING THE TOWN'S RIGHTS AND OBLIGATIONS WITH RESPECT TO CONSERVATION OF THE SIGNATURE BLUFFS NATURAL AREA

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

WHEREAS, the Town has a long history of cooperative relations with its neighboring municipalities, including the City of Greeley ("Greeley"); and

WHEREAS, pursuant to a prior Intergovernmental Agreement ("IGA") between and among the Town, Greeley and Larimer County, a significant grant of Great Outdoors Colorado ("GOCO") funds were made available for the preservation of open space along the Cache la Poudre River in Larimer and Weld Counties; and

WHEREAS, pursuant to the IGA, Greeley has expended a portion of the GOCO funds for the acquisition of a parcel, known to the participants as Signature Bluffs Natural Area ("Signature Bluffs"), and consisting of the following specific parcel:

- Approximately 29 acres, located in western Weld County, known as Signature Bluffs Natural Area;

and

WHEREAS, pursuant to the terms of the IGA, Greeley proposes to create a conservation easement applicable to the parcel that comprises Signature Bluffs, and under which the Town and Larimer County will jointly manage the conservation values identified in the easement grant; and

WHEREAS, attached hereto and incorporated herein by this reference is the proposed *Deed of Conservation Easement – Signature Bluffs Natural Area* ("Deed"), which sets forth the particular intentions of the parties with respect to the parcel which comprises Signature Bluffs; and

WHEREAS, the Town, Larimer County and Greeley have all worked cooperatively to establish clear conservation values, accommodate existing uses, and come to terms with respect to open space management within Signature Bluffs; and

WHEREAS, the Town, Larimer County and Greeley have successfully undertaken conservation efforts in the Sheep Draw, and the Cottonwood Bend areas west of Greeley, using GOCO funding and cooperative agreements very similar to the attached Deed; and

WHEREAS, Title 29, Article 1 of the Colorado Revised Statutes encourages and permits local governments to cooperate in the provision of any function, service, or facility lawfully authorized to each of the cooperating entities, including the sharing of costs, the imposition of taxes, or the incurring of debt, so long as such cooperation is authorized by each party thereto with the approval of its governing body; and

WHEREAS, the Town Board wishes to approve, accept and reaffirm the Town's undertakings as set forth in the attached Deed.

NOW, THEREFORE, be it resolved by the Town Board for the Town of Windsor, Colorado, as follows:

1. The attached Deed of Conservation Easement – Signature Bluffs Natural Area, is hereby approved, accepted and reaffirmed.
2. The Mayor is hereby authorized to execute the attached Deed of Conservation Easement on behalf of the Town.
3. The Town Attorney is authorized to make such modifications to the form of the attached Deed of Conservation Easement 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 22nd day of August, 2016.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

DEED OF CONSERVATION EASEMENT

Signature Bluffs

NOTICE: THE PROPERTY DESCRIBED HEREIN HAS BEEN ACQUIRED IN PART WITH GRANT #12613 (“GRANT”) FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND (“BOARD”). THIS DEED OF CONSERVATION EASEMENT CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY WHICH ARE INTENDED TO PROTECT ITS OPEN SPACE AND OTHER CONSERVATION VALUES. THE BOARD HAS FOUND THAT THIS DEED OF CONSERVATION EASEMENT PROVIDES BENEFITS THAT ARE IN THE PUBLIC INTEREST.

THIS DEED OF CONSERVATION EASEMENT is made this ____ day of _____, 2016, by the City of Greeley, a Colorado municipal corporation, having its address at 1000 10th Street, Greeley, Colorado 80631 (“Grantor”), in favor of the Town of Windsor, having its address at 301 Walnut Street, Windsor, Colorado 80550, and Larimer County, having its address at 200 West Oak Street, 2nd Floor, Fort Collins, CO 80521 (individually, a “Grantee” and collectively, “Grantees”) (collectively, the “Parties”).

RECITALS

A. Grantor is the sole owner in fee simple of approximately 29.00 acres of real property located in Weld County, Colorado, generally depicted on the map attached hereto as **Exhibit A**, and more particularly described in **Exhibit B**, attached hereto, both incorporated herein by this reference (the “Property”).

B. The Property possesses natural, scenic, open space, educational, and recreational values (collectively, “Conservation Values”) of great importance to Grantor, the people of the City of Greeley and Weld County, and the people of the State of Colorado. In particular, the Property contains the following characteristics, which are also included within the definition of Conservation Values.

i. **Relatively Natural Habitat.** The Property contains a combination of wetlands, and cottonwood stands adjacent to and along a one-half mile reach of the Cache la Poudre River. The diverse habitat on the Property provides food, shelter, breeding ground, and migration corridors for several wildlife species, including white-tailed and mule deer, coyote, great blue heron, bald eagle, and red-tailed hawk. Historically, the Property has been used for agriculture. Vegetation communities on the Property include approximately 5.4 acres of riparian community; 4.39 acres of cottonwood stands outside the riparian community; 0.86 acres of wetlands; and 12.34 acres of disturbed grasslands. Additional area includes 4.81 acres of open water and 1.68 acres of developed area.

ii. **Open Space.** The Property qualifies as open space because it has been preserved for the scenic enjoyment of the general public and yields a significant public benefit.

iii. Scenic Enjoyment. The Property adds to the scenic character of the local rural landscape in which it lies, contains a harmonious variety of shapes and textures, and provides a degree of openness, contrast and variety to the overall landscape. The Property is visible to the general public from North 83rd Avenue and the Poudre River Trail, which are open to and actively utilized by the people of the City of Greeley and Weld County, and the people of the State of Colorado.

iv. Significant Public Benefit. There is a strong likelihood that development of the Property would lead to or contribute to degradation of the scenic and natural character of the area. As a large area of open space, preservation will continue to buffer critical wildlife habitat and add to an important stopover for migratory raptors, songbirds, shorebirds, and waterfowl. In addition, the public acquisition of this Property furthers Congress' vision in designating the Cache la Poudre River National Heritage Area "to provide for the interpretation ... of the unique and significant contributions to our national heritage of cultural and historic lands, waterways and structures within the Heritage Area."

v. Outdoor Recreation and Education of the General Public. The Property will provide public access for passive outdoor recreation and education and trail connections and associated recreation access for the use and enjoyment of the general public along a portion of the Poudre River Trail.

C. Grantor intends that the Conservation Values be preserved and protected, and that any uses be prohibited that would substantially diminish or impair the Conservation Values or that otherwise would be inconsistent with the Purpose, as defined in Paragraph 1. The Parties acknowledge and agree that uses expressly permitted by this Easement, as defined below, and current land use patterns, including, without limitation, those relating to recreational use of the Poudre River Trail, limited and localized oil and gas mining operations, and the Greeley No. 3 Canal and associated service road existing at the time of this grant, do not significantly impair or interfere with the Conservation Values and are consistent with the Purpose.

D. Grantor further intends, as owner of the Property, to convey to Grantees the right to preserve and protect the Conservation Values in perpetuity.

E. Grantees are governmental entities that have open space programs dedicated to land conservation.

F. Grantees are qualified to hold conservation easements as governmental entities under C.R.S. § 38-30.5-104.

G. Funding for this project has been provided in part by the Great Outdoors Colorado Trust Fund program. The voters of the State of Colorado by adoption of Article XXVII to the Constitution of the State of Colorado, the legislature of the State of Colorado by adoption of enabling legislation, and the Board, by adopting and administering competitive grants application and rigorous due diligence review processes, have established that it is the policy of the State of Colorado and its people to preserve, protect, enhance and manage the state's wildlife, park, river, trail and open space heritage, to protect critical wildlife habitats through the

acquisition of lands, leases or easements, and to acquire and manage unique open space and natural areas of statewide significance.

H. Grantees agree by accepting this Easement, as defined below, to preserve and protect in perpetuity the Conservation Values for the benefit of this and future generations.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and, in particular, C.R.S. § 38-30.5-101, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantees a conservation easement in gross in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (“Easement”).

1. Purpose. The purpose of this Easement is to ensure that the Conservation Values are preserved and protected in perpetuity (“Purpose”). This Purpose is in accordance with Section 170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto. To effectuate the Purpose of this Easement, Grantor and Grantees intend to permit only uses of the Property that do not substantially diminish or impair the Conservation Values and to prevent any use of the Property that will substantially diminish or impair the Conservation Values. Notwithstanding the foregoing, nothing in this Easement is intended to compel a specific use of the Property other than the preservation and protection of the Conservation Values.

2. Baseline Documentation Report. The Parties acknowledge that a written report dated August 18, 2015, was prepared by ERO Resources Corporation and reviewed and approved by Grantor and Grantees as of the conveyance date of this Easement (the “Baseline Report”). A copy of the Baseline Report shall be kept on file by the Parties and by this reference is made a part hereof. The Parties acknowledge that the Baseline Report is intended to establish the condition of the Property as of the conveyance date of this Easement, and the Parties have acknowledged the same in a signed statement, a copy of which is attached hereto as **Exhibit C**, incorporated herein by this reference. The Parties further agree that the existence of the Baseline Report shall in no way limit the Parties’ ability to use other pertinent information in resolving any controversy that may arise with respect to the condition of the Property as of the conveyance date of this Easement.

3. Rights of Grantees. To accomplish the Purpose of this Easement, the following rights are hereby conveyed to Grantees:

- a. To preserve and protect the Conservation Values;
- b. To enter upon the Property at reasonable times to monitor Grantor’s compliance with and, if necessary, to enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, except that such notice shall not be required in the event Grantees reasonably determine that immediate entry upon a property is necessary to prevent or mitigate a violation of this Easement, and Grantees shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property; and

c. To prevent any activity on or use of the Property that is inconsistent with the Purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent use; and

d. To require Grantor to consult with Grantees regarding the negotiations of any and all agreements between Grantor and third parties that may impact or disturb any portion of the surface of the Property, including, but not limited to, agreements for utility and other easements, rights-of-way, surface uses, and leases (other than those specifically related to the agricultural and recreational operations of the Property), and to have the right to approve any such agreement prior to such agreement being executed. Nothing herein is intended to require Grantees to approve any action or agreement that is inconsistent with the terms of this Easement.

4. Reserved Rights. Grantor reserves to Grantor, and to Grantor's personal representatives, heirs, successors, and assigns, all rights accruing from Grantor's ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited or restricted herein and that do not substantially diminish or impair the Conservation Values. Without limiting the generality of the foregoing, Grantor reserves the right to:

a. Establish, restore, enhance, maintain, and protect aquatic, wetland, riparian, and wildlife habitat, which habitat may be used as mitigation;

b. Allow non-motorized low-impact recreational uses;

c. Continue oil and gas mineral development that operates pursuant to existing leases on the Property;

d. Construct and maintain paved and unpaved trails and appurtenant structures on the Property for recreation, wildlife watching, and multi-use non-vehicular transportation purposes;

e. Maintain the right to maintain the stormwater/water quality ponds to provide the detention ability they were originally designed and approved for, including, but not limited to, cleaning out vegetation, repairing, replacing and/or adding culverts;

f. Construct and maintain interpretive signs and exhibits to provide visitors with information on Conservation Values, and natural and cultural features on the Property;

g. Manage vegetation including noxious weed control, fuels management, and establishment of native species to preserve and enhance the Conservation Values;

h. Manage nuisance animals through appropriate methods as needed to protect and preserve the Conservation Values;

i. Construct and maintain fences as needed to protect and preserve aquatic, riparian, wetland, and wildlife habitat;

j. Construct and maintain agricultural support structures as needed for agricultural purposes, in accordance with Paragraph 5, subparagraph d below;

k. Allow livestock grazing in accordance with Paragraph 5, subparagraph l below; and

l. Perform flood water mitigation, remediation, and reclamation as necessary to protect and preserve the Conservation Values.

5. Prohibited and Restricted Uses. Any activity on or use of the Property inconsistent with the Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted as set forth below:

a. Development Rights. To fulfill the Purpose of this Easement, Grantor hereby conveys to Grantees all development rights deriving from, based upon or attributable to the Property in any way (“Grantees’ Development Rights”), except those expressly reserved by Grantor herein, and the Parties agree that Grantees’ Development Rights shall be held by Grantees in perpetuity in order to fulfill the Purpose of this Easement, and to ensure that such rights are forever released, terminated and extinguished as to Grantor, and may not be used on or transferred off of the Property to any other property or used for the purpose of calculating permissible lot yield of the Property or any other property.

b. Construction of Building and Other Structures. The construction of any building, structure or other improvement, except those existing on the date of this Easement or those contemplated by Paragraph 4, subparagraphs d, e, f, i, and j, above, or allowed under any of the surface use agreements described in Paragraph 5, subparagraph h, is prohibited. All existing buildings, structures, and other improvements are generally identified on Exhibit D. With Grantees’ approval, existing buildings, structures, and improvements may be replaced and reasonably enlarged in their current locations or other such locations that Grantees determine do not substantially diminish or impair the Conservation Values. Grantor may maintain and repair existing buildings, structures and improvements without Grantees’ approval.

c. Residential, Recreational, and Commercial Improvements. Under no circumstances shall any new residential or commercial structures be constructed on the Property. Under no circumstances shall any new recreational building, structure or improvement be built on the Property, including but not limited to, athletic fields, golf courses or ranges, race tracks, airstrips, helicopter pads, zip lines, or shooting ranges.

d. Agricultural Improvements. Loafing sheds, corrals, water lines, water tanks, and other minor agricultural structures and improvements may be constructed anywhere on the Property. Notwithstanding the foregoing, no agricultural improvements shall be constructed in the aquatic, wetland, riparian, or wildlife habitat, the preservation of which is important to achieve the Purpose of this Easement. Construction of any other new agricultural buildings or improvements other than those covered by this subparagraph d is prohibited.

e. Fences. New fences may be constructed on the Property and existing fences may be repaired or replaced for the purpose of reasonable and customary management of livestock and wildlife or for separation of ownership and uses, including oil and gas operations or for protection of aquatic, wetland, riparian, and wildlife habitat. Construction of fences other than those covered by this subparagraph e is prohibited. Except around existing improved areas surrounding established structures and gardens or crop storage areas, new fencing shall be constructed in a manner that is compatible with the movement of wildlife across the Property.

f. Subdivision. The Parties agree that the division, subdivision or de facto subdivision of the Property, whether by legal or physical process, into two or more parcels of land or partial or separate interests (including, but not limited to, condominium interests or partition of undivided interests) is prohibited. At all times the Property shall be owned and conveyed as a single parcel which shall be subject to the provisions of this Easement. Ownership of the single parcel by joint tenancy or tenancy in common is permitted; provided, however, that Grantor shall not undertake any legal proceeding to partition, subdivide or divide in any manner such undivided interests in the single parcel. Grantor's intent herein is that all portions of the Property, even if legally identified in one or more separate parcels, shall remain under a single ownership and shall not be separately sold or conveyed.

g. Timber Harvesting. Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Dead trees may also be cut for firewood and other uses on the Property. Any timber harvesting shall be conducted in a manner that does not impair the Conservation Values. A copy of a forest management plan shall be approved by Grantees and provided to the Board prior to any commercial timber harvesting.

h. Mining.

(1) The Parties acknowledge that the Property is subject to active oil and gas leases. As a part of the leases, there is one actively producing oil and gas well (Four C Land #2) and associated infrastructure on the Property and underground gas pipeline easements. The location of the Four C Land #2 well is depicted on Exhibit D. The conveyances, leases, and agreements described above precede this Easement in time and right, but shall not be amended or extended without Grantees' approval or inclusion as a party to any such amendments or extensions that may involve the Grantor and potentially impact the surface of the Property pursuant to this paragraph h. To the maximum extent practicable and subject to the agreements, Grantor will regulate exploration or extraction of oil and gas such that such exploration or extraction is not irretrievably destructive of the Conservation Values of the Property.

(2) Except for the oil and natural gas development described in this paragraph h, all other mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance of any kind or description, using any surface mining method is prohibited. For the purpose of this description, surface mining is understood to mean a broad category of mining in which surface material such as soil and rock are removed, including strip mining, open-pit mining and removal of mountaintops. This description does not apply to the

limited surface disturbance of a site to accommodate oil and gas mineral development existing at the time of this Easement conveyance pursuant to rights existing at the time of this Easement conveyance and operating in accordance with local land use regulations. Mining utilizing methods other than surface mining may be permitted if the method of extraction has a limited, localized impact on the Property that does not substantially diminish or impair the Conservation Values. No extraction permitted pursuant to this subparagraph h shall occur without prior written notice to and approval of Grantees, which notice shall include a description of the type of extraction, the areas within which such extraction shall occur, and the anticipated impact thereof. Any lease, surface use agreement or other conveyance by Grantor to a third party of mineral rights subsequent to the date of recording of this Easement shall be subject to the restrictions of this Easement and shall so state, shall contain terms consistent with the provisions of this Easement, and a copy of the same shall be provided to Grantees prior to its execution by Grantor for Grantees' review and approval.

(3) Grantor agrees that by granting this Easement to Grantees, it has granted to Grantees a portion of its rights as owner of the surface of the Property on which the exploration, development, operations, and reclamation of any minerals (including but not limited to oil and gas, helium, carbon dioxide, and coalbed methane) may be conducted ("Surface Owner"). Grantor intends that Grantees, in addition to Grantees' interest as holders of this Easement, shall have the rights of a Surface Owner to receive notices of proposed mineral activities and to take appropriate action to protect the Purpose of this Easement. Accordingly, Grantor agrees: (i) to provide Grantees with any notices Grantor receives related to the exploration, development, operations, and reclamation of any minerals promptly; and (ii) that Grantees must approve in advance in writing any lease or agreement pertaining to use of the surface or subsurface of the Property for the exploration, development, operations, and reclamation of any minerals, including any agreement permitted or required of a Surface Owner under C.R.S. § 34-60-101, et seq., as amended from time to time, and rules and regulations promulgated thereunder ("Surface Use Agreement"), between Grantor and owners or lessees of minerals (including but not limited to oil and gas, helium, carbon dioxide, and coalbed methane), which approval Grantees may withhold in Grantees' reasonable discretion if Grantees determine that the proposed surface use would substantially diminish or impair the Conservation Values, is inconsistent with the preservation of the Conservation Values, is inconsistent with the terms of this Easement or is not permitted under the terms of the mineral reservation or severance or the mineral lease.

(4) Notwithstanding any of the foregoing to the contrary, soil, sand, gravel or rock may be extracted upon written notice to but without further permission from Grantees, so long as such extraction is solely for use on the Property for non-commercial purposes, is in conjunction with activities permitted herein, is accomplished in a manner which is consistent with the Purpose of this Easement, and is not irretrievably destructive of the Conservation Values. Any such extraction shall be limited to an area less than one-half acre in size at any given time. Any area which is disturbed by extraction must be re-vegetated and restored to a natural condition promptly after completion of extraction with appropriate seed mix to match undisturbed native vegetation. Reseeding and plant cover establishment must be approved by Grantees prior to additional surface extraction occurring.

(5) This subparagraph h shall be interpreted in a manner consistent with Section 170(h) of the United States Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto.

i. Paving and Road and Trail Construction. No portion of the Property shall be paved or otherwise covered with concrete, asphalt or any other paving material, nor shall any road or trail be constructed without Grantees' approval except as specifically allowed in Paragraph 4. Temporary roads may be constructed, with gravel or other granulated, natural materials, for the purposes of improving or constructing natural resource features, such as wetlands, bank contouring, aquatic, riparian or terrestrial habitat. These roads must be approved by the Grantees in writing 30 days prior to road construction. All roads will be removed and the area of disturbance restored within one year of road construction or within 30 days of the termination of the improvement activity if it exceeds the one-year road restoration time period.

j. Trash. The dumping or accumulation of any kind of trash or refuse on the Property, including but not limited to household trash and hazardous chemicals, is prohibited.

k. Motorized Vehicles. Motorized vehicles may be used only in conjunction with activities permitted by this Easement and in a manner that does not substantially diminish or impair the Conservation Values. Off road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles or other motorized vehicles are prohibited.

l. Commercial or Industrial Activity.

(1) No industrial uses shall be allowed on the Property except for the existing oil and gas activities existing on the Property at the time of this grant. Commercial uses are allowed, as long as they are conducted in a manner that is consistent with section 170(h) of the United States Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto, are consistent with the Purpose of the Easement, and do not substantially diminish or impair the Conservation Values. Without limiting other potential commercial uses that meet the foregoing criteria, the following uses are allowed:

(a) Grazing livestock, such as cattle, horses, sheep, swine, goats and similar animals as a vegetation management tool consistent with the Management Plan, as defined in Paragraph 6.

(b) Development and construction of aquatic, wetland, riparian and wildlife habitat intended for use as multiple resource mitigation or a private or commercial Mitigation or Conservation Bank operating under the regulations and policies of the Clean Water Act and the Endangered Species Act or other applicable federal or state laws.

(2) The foregoing descriptions of allowed commercial uses notwithstanding, temporary or permanent commercial feed lots and other intensive growth livestock farms, such as dairy, swine or poultry farms, are inconsistent with the Purpose of this Easement and are prohibited.

m. Signage or Billboards. No commercial signs, billboards, awnings or advertisements shall be displayed or placed on the Property, except for “no trespassing” signs, signs regarding low impact recreational uses, educational signs, signs informing the public of the status of ownership or signs consistent with the uses allowed in Paragraph 4. No signs shall significantly diminish or impair the Conservation Values. Grantor or Grantees shall erect one or more signs visible from the nearest public roadway or from an alternative location approved by the Board, identifying the Board’s Grant and investment in this Property to the public.

6. Land Management /Management Plan.

To facilitate periodic communication between Grantor and Grantees about management issues that may impact the Conservation Values, the Property shall be operated and managed in accordance with a “Management Plan” jointly prepared by Grantor and Grantees, which plan shall be initially agreed upon within one year of the date of this Easement and shall be reviewed at least every five years and updated if either party determines an update is necessary.

7. Grantor Notice and Grantee Approval. The purpose of requiring Grantor to notify Grantees prior to undertaking certain permitting activities is to afford Grantees an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Purpose of this Easement. Whenever notice is required, Grantor shall notify Grantees in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantees to make an informed judgment as to its consistency with the Purpose of this Easement. Where Grantees’ approval is required, Grantor shall not undertake the requested activity until Grantor has received Grantees’ approval in writing. Grantees shall grant or withhold Grantees’ approval in writing within 60 days of receipt of Grantor’s written request therefor and submittal of sufficient supporting details as described above. Grantees’ approval may be withheld only upon Grantees’ reasonable determination that the activity as proposed would substantially diminish or impair the Conservation Values or would be inconsistent with the Purpose of this Easement.

8. Enforcement. If Grantees believe there is a violation of this Easement, Grantees shall immediately notify Grantor and the Board in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either:

- a. Restore the Property to its condition prior to the violation; or
- b. Provide a written explanation to Grantees of the reason why the alleged violation should be permitted, in which event the Parties agree to meet as soon as possible to resolve their differences. If a resolution cannot be achieved at the meeting, the Parties agree to meet with a mutually acceptable mediator to attempt to resolve the violation during the mediation process. Should mediation fail to resolve the dispute, Grantees may, at Grantees’ discretion, take appropriate legal action. When, in Grantees’ opinions, an ongoing or imminent violation could irreparably diminish or impair the Conservation Values, Grantees may, at Grantees’ discretion, take appropriate legal action without pursuing mediation. If a court with jurisdiction determines that a violation is imminent, exists or has occurred, Grantees may get an

injunction to stop such violation, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation. The Board shall in no event be required to participate in any mediation.

9. Costs of Enforcement. The Parties recognize that Grantor and Grantees are local governments, bound by the limitations found in the Colorado Constitution, Article XI, Section 1, which provides that local governments cannot become responsible for any debt, contract or liability of any person, company or corporation, public or private. Accordingly, if the violation of any of the provisions of this Easement requires or results in the commencement of legal action, the Parties agree that each party will be responsible for its own costs incurred because of the violation, including reasonable attorney's fees, costs of restoration and consultant fees.

10. No Waiver or Estoppel. Forbearance by Grantees to exercise Grantees' rights under this Easement in the event of a violation of any term shall not be deemed or construed to be a waiver by Grantees of such term or of any subsequent violation of the same or any other term of this Easement or of any of Grantees' rights under this Easement. No delay or omission by Grantees in the exercise of any right or remedy upon any violation by Grantor shall impair such right or remedy or be construed as a waiver. Grantor hereby waives any defense of laches, estoppel or prescription, including the one year statute of limitations for commencing an action to enforce the terms of a building restriction or to compel the removal of any building or improvement because of the violation of the same under C.R.S. § 38-41-119, *et seq.*

11. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantees to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes. Notwithstanding the foregoing, Grantor shall be responsible for preventing activities by third parties on or affecting the Property that may violate this Easement.

12. Access. The general public shall have access to the Property, subject to any regulations by Grantor necessary and appropriate to protect public health and safety and the Conservation Values.

13. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including weed control and eradication and including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

14. Hold Harmless. To the extent permitted by law, Grantor shall hold harmless, indemnify, and defend Grantees and the Board and the members, directors, officers, employees, agents, and contractors and their heirs, representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without

limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person or physical damage to any property resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraph 8 herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Easement shall be construed as giving rise to any right or ability in Grantees or the Board, nor shall Grantees or the Board have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

15. Real Property Interest. This Easement constitutes a real property interest immediately vested in Grantees, the value of which has not been determined as of this date. Should the Easement be taken for the public use or otherwise terminated according to Paragraph 16, Grantees shall be entitled to compensation for Grantees' interest, which shall be determined by a qualified appraisal that establishes the ratio of the value of the Easement interest to the value of the fee simple interest in the Property as of the date of the taking or termination (the "Easement Value Ratio"). The Easement Value Ratio shall be used to determine Grantees' compensation according to the following Paragraph 16.

16. Condemnation or Other Extinguishment. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain or if circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can be terminated, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify each other Party and the Board in writing when it first learns of such circumstances. Grantees shall be entitled to full compensation for Grantees' interest in any portion of this Easement that is terminated as a result of condemnation or other proceedings. Grantees' compensation shall be an amount at least equal to the Easement Value Ratio, multiplied by the value of the unencumbered fee simple interest in the portion of the Property that will no longer be encumbered by this Easement as a result of condemnation or termination. The Board shall be entitled to receive ninety-four percent (94%) of Grantees' compensation. Grantees shall promptly remit the Board's share of these proceeds to the Board. Grantees shall use Grantees' proceeds in a manner consistent with the conservation purposes of this Easement.

17. Assignment.

a. This Easement is transferable, but Grantees may assign Grantees' rights and obligations under this Easement only to an organization that:

(1) is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder;

(2) is authorized to acquire and hold conservation easements under Colorado law;

(3) agrees in writing to assume the responsibilities imposed on Grantees by this Easement; and

(4) is approved in writing as a transferee by the Board in its sole and absolute discretion. Grantees shall provide the Board with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction.

b. The Board shall have the right to require Grantees to assign Grantees' rights and obligations under this Easement to a different organization if either Grantee ceases to exist; is unwilling, unable or unqualified to enforce the terms and provisions of this Easement; or is unwilling or unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this paragraph 17.b., the Board shall consult with Grantees and provide Grantees an opportunity to address the Board's concerns. If the Board's concerns are not addressed to its satisfaction, the Board may require the assignment of this Easement to an organization designated by the Board that complies with Paragraph 17.a.(1), (2), and (3).

c. If Grantees desire to transfer this Easement to a qualified organization having similar purposes as Grantees, but Grantor or the Board has refused to approve the transfer, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantees by this Easement, provided that Grantor and the Board shall have adequate notice of and an opportunity to participate in the court proceedings leading to the court's decision on the matter.

d. Upon compliance with the applicable portions of this Paragraph 17, the Parties shall record an instrument completing the assignment in the records of the county or counties in which the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements or other encumbrances.

18. Subsequent Transfers. Grantor shall incorporate by reference the terms and conditions of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property. Grantor further agrees to give written notice to Grantees and the Board of the transfer of any interest at least 45 days prior to the date of such transfer and may be required to pay the Board an Additional Board Refund (defined below). The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

19. Additional Board Refund. The Board's Grant has provided partial consideration for Grantor's acquisition of fee title to the Property and/or partial real estate interests in the Property above and beyond this Easement; therefore, any voluntary sale, conveyance, transfer or other disposal of all or any portion of Grantor's interest in the Property ("Sale"), excluding any lease of the Property to a third party in the ordinary course of using the Property for permitted

purposes, shall constitute a material change to the Grant that shall require prior written Board approval and may require a separate refund to the Board of any amount to compensate the Board for use of the Board's Grant, plus administrative costs (the "Additional Board Refund"), in addition to any payment that the Board may be entitled to receive under Paragraph 16. Under no circumstances shall Grantees be liable, directly or indirectly, for any portion of the Additional Board Refund to which the Board may be entitled to under this Paragraph 19.

a. Amount. The amount of the Additional Board Refund shall be based upon a percentage of Grantor's net proceeds from the Sale (which shall be defined as the fair market value of the Property being sold in the Sale, minus direct transaction costs) ("Net Proceeds"). The Additional Board Refund shall be determined by: a) first dividing the Board's Grant amount by the original purchase price for fee title to the Property; b) then by multiplying the resulting ratio by the Net Proceeds; and c) adding interest figured from the Grant payment date at the Prime Rate listed by the Federal Reserve Bank of Kansas City, Missouri that is most current on the effective date of the Sale. The Board may, in its sole discretion, waive the requirement for payment of interest or reduce the amount of the interest due at the time of the Sale. The Additional Board Refund shall be paid to the Board in cash or certified funds on or before the effective date of the Sale.

b. Possible Exception to Refund Requirement. If a Sale occurs to a third party which is eligible to receive open space funding from the Board, and the Board has provided written confirmation of the third party's eligibility, Grantor shall not be required to pay the Board an Additional Board Refund, unless the Board determines in its sole discretion that one or more aspects of the Grant have changed that reduce the Grant project's scope from that of the original Grant as approved by the Board. (For example, if Grantor proposed that the Grant project would include public access to the Property, and the Sale will result in substantially the same amount and type of public occurred, and Grantor shall not be required to pay the board an Additional Board Refund, unless another aspect of the Grant project has changed that reduces the Grant project's scope from that of the original Grant as approved by the Board).

21. Notices. Any notice, demand, request, consent, approval or communication that the Parties or the Board is required to give to the other in writing shall be either served personally or sent by first class mail, postage prepaid or by electronic mail addressed as follows:

To Grantor:

City of Greeley
Director of Culture, Parks, and Recreation
651 10th Avenue
Greeley, CO 80631

With a copy to:

City Attorney
1100 10th Street, Suite 401
Greeley, CO 80631

To Town of Windsor:

Director, Department of Parks, Recreation & Culture
301 Walnut Street
Windsor, CO 80550

With copy to:
Office of the Town Attorney
301 Walnut Street
Windsor, CO 80550

To Larimer County:

The Board of County Commissioners
200 West Oak Street, Second Floor
Fort Collins, CO 80521

With copy to:
Larimer County Department of Natural Resources
1800 West County Road 31
Loveland, CO 80537

To the Board:

Executive Director
State Board of the Great Outdoors Colorado Trust Fund
303 E. 17th Avenue, Suite 1060
Denver, CO 80203

or such other address as any party or the Board from time to time shall designate by written notice to the others.

22. Grantor's Title Warranty. Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims whatsoever.

23. Recording. Grantees shall record this instrument in a timely fashion in the Official Records of Weld County, and may re-record it at any time as may be required to preserve Grantees' rights in this Easement.

24. General Provisions.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the

Purpose of this Easement and the policy and purpose of C.R.S. § 38-30.5-101, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Easement or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

f. Joint Obligation. The obligations imposed upon Grantor and Grantees of this Easement shall be joint and several in the event that more than one entity or individual hold either interest at any given time.

g. Non-Merger. A merger of this Easement and the fee title to the Property cannot occur by operation of law because, in addition to Grantees' rights and interest under this Easement, the Board has rights under this Easement. Under Colorado law, the existence of these rights precludes unity of title. If either Grantee wishes to acquire fee title to the Property or any additional interest in the Property (such as a leasehold), Grantee must first obtain the written approval of the Board. As a condition of such approval, the Board may require that Grantee first transfer the Easement to another qualified organization consistent with Paragraph 17. In the event either Grantee acquires fee title interest or any other interest in the Property without Grantee's prior knowledge (e.g. receiving real property by will), Grantee must immediately provide notice of its acquisition to the Board, and the Board may require that Grantee transfer this Easement to another qualified organization consistent with Paragraph 17.

h. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

i. Termination of Rights and Obligations. Provided a transfer is permitted by this Easement, a party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property; except that liability for acts or omissions occurring prior to transfer shall survive transfer.

j. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon interpretation.

k. No Third Party Beneficiaries. This Easement is entered into by and between Grantor and Grantees, and is solely for the benefit for Grantor, Grantees, and the Board

and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities for any third parties beyond Grantor, Grantees, and the Board.

l. Amendment. If circumstances arise under which an amendment to or modification of this Easement or any of its exhibits would be appropriate, Grantor and Grantees may jointly amend this Easement as long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) does not affect the perpetual duration of the restrictions contained in this Easement, (c) does not affect the qualifications of this Easement under any applicable laws, (d) complies with Grantees' and the Board's procedures and standards for amendments (as such procedures and standards may be amended from time to time), and (e) receives the Board's prior written approval. Any amendment must be in writing, signed by the parties, and recorded in the Official Records of Weld County. In order to preserve the Easement's priority, the Board may require that Grantor obtain subordination of any liens, mortgages, easements or other encumbrances. For the purposes of the Board's approval under item (e), the term "amendment" means any instrument that purports to alter in any way any provisions of or exhibits to this Easement. Nothing in this paragraph shall be construed as requiring Grantees or the Board to agree to any particular proposed amendment.

m. Change of Conditions. A change in the potential economic value of any use that is prohibited by or inconsistent with this Easement or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions that makes impossible for continued use of the Property for conservation purposes and shall not constitute grounds for terminating the Easement in whole or in part.

n. Termination of the Board. In the event that Article XXVII of the Colorado Constitution, which established the Board, is amended or repealed to terminate the Board or merge the Board into another entity, the rights and obligations of the Board hereunder shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

o. Authority to Execute. Each party represents to the others that such party has full power and authority to execute, deliver, and perform this Easement, that the individual executing this Easement on behalf of each party is fully empowered and authorized to do so, and that this Easement constitutes a valid and legally binding obligation of each party enforceable against each party in accordance with its terms.

TO HAVE TO HOLD unto Grantees, Grantees' successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantees have executed this Deed of Conservation Easement on the day and year first written above.

GRANTOR:

CITY OF GREELEY, COLORADO, a Municipal Corporation

ATTEST:

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO SUBSTANCE:

AS TO AVAILABILITY OF FUNDS:

By: _____
City Manager

By: _____
Director of Finance

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

GRANTEES:

TOWN OF WINDSOR, COLORADO, a Municipal Corporation

ATTEST:

By: _____
Town Clerk

By: _____
Mayor

APPROVED AS TO LEGAL FORM:

By: _____
Town Attorney

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF LARIMER

By: _____
Chair

ATTEST:

By: _____
Deputy Clerk of the Board

APPROVED AS TO FORM:

By: _____
County Attorney



MEMORANDUM

Date: August 22, 2016
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Kelly Unger, Communications/ Assistant to the Town Manager
Re: Adoption of the 2016-2016 Strategic Plan
Item #: C.11.

Background / Discussion:

The Strategic Plan update process began in early 2016 with Department Heads reviewing the status of the 2014-2016 Action Plan. On May 12, 2016 and May 13, 2016 a retreat was attended by the Town Board, members of the management team and lead by Julia Novak from the Novak Consulting Group. The goal of the retreat was to discuss governance issues, team building, and ensure the Strategic Plan is reflective of the vision and priorities of the Town Board.

On June 6, 2016 the Town hosted a community meeting to gather feedback on the Strategic Plan. This meeting was held at the Community Recreation Center and attended by 45+ residents. At this meeting, the community was asked to share their feedback on the goals, priorities and provide input on potential action items for Town Board consideration.

The Windsor Town Board met with the Town Manager and Department Heads on Wednesday, June 29 to identify priorities for the 2016-2018 strategic plan. The meeting was held at the Embassy Suites hotel in Loveland, Colorado and was facilitated by Julia Novak. The group reflected on the community meeting that was held on June 6 and reviewed input from residents. The group started out by having each Board Member share their priorities and action items. The group was then asked to prioritize the potential initiatives. Ten items were identified as Town Board priorities and were further refined by the group.

After the meeting, Department Heads worked to research their assigned priorities and build an action plan. The Town Manager held a retreat with the management team on July 27 and worked to finalize the language in the action items.

Staff has prepared a work plan for each of the ten items and the plan is ready for review and consideration by Town Board. If approved, staff will work on creating a document to track progress.

Recommendation:

Motion to approve Resolution No. 2016-62– A Resolution of the Windsor Town Board Approving and Adopting the 2016-2018 Town of Windsor Strategic Plan

Attachments:

Resolution No. 2016-62
Handout
2016-2018 Strategic Plan Action Items
June 29, 2016 Meeting Notes

TOWN OF WINDSOR

RESOLUTION NO. 2016-62

A RESOLUTION OF THE WINDSOR TOWN BOARD APPROVING AND ADOPTING THE 2016-2018 TOWN OF WINDSOR STRATEGIC PLAN

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

WHEREAS, following each regular municipal election, the Town Board engages in a strategic planning process, the purpose of which is to review and analyze general governing principles for the upcoming two years; and

WHEREAS, the strategic planning process promotes an established vision, mission and goal set for the Town Board, thus assuring that future policy is firmly rooted in an agreed roster of principles; and

WHEREAS, attached hereto and incorporated herein by this reference is a complete copy of the 2016-2018 Town of Windsor Strategic Plan; and

WHEREAS, the 2016-2018 Town of Windsor Strategic Plan has been the subject of ongoing internal and external outreach, and has been extensively evaluated for clarity and achievability; and

WHEREAS, by its adoption of this Resolution, the Town Board hereby states its intention to implement the goals, priorities and objectives set forth in the attached 2016-2018 Town of Windsor Strategic Plan wherever feasible.

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

1. The attached 2016-2018 Town of Windsor Strategic Plan is hereby approved and adopted.
2. The Town Board and Town Manager will, to the extent feasible, adhere to the principles set forth in the said Strategic Plan until such time as a future Strategic Plan is adopted.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 22nd day of August, 2016.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk



STRATEGIC PLANNING FRAMEWORK

Vision

Windsor is the hub of Northern Colorado; a safe, unique and special town that offers diverse cultural and recreation opportunities. Windsor is recognized as a regional leader that demonstrates fiscal responsibility, environmental stewardship and strategic excellence. A town that thinks big and embraces its hometown pride.

Mission

The Town of Windsor promotes community and hometown pride through sustainable, excellent and equitable delivery of services in a fiscally responsible manner.

Values

- Producing Results
- Responsibility
- Integrity
- Dedication
- Exceptional Service

Performance Commitments

Thoughtful Framework and Supportive Infrastructure

Windsor has master plans to ensure the integrity of our municipal infrastructure. These provide the foundation of the community. Windsor is proactive in its approach to future technologies.

Prosperous Local Economy

Windsor's vibrant local economy provides opportunities for our residents and businesses to prosper. The town collaborates and engages with regional partners to provide opportunities for the community and fosters and supports the educational system. A diverse retail market provides unique shopping and dining opportunities and our industry base provides high quality employment opportunities within our town.

Diverse, Desirable Recreation and Cultural Opportunities

People who live, work and play in Windsor are able to access a variety of recreation and cultural opportunities that enrich their quality of life. A network of trails connects our neighborhoods with the scenic Cache La Poudre River and vibrant downtown; our community and neighborhood parks are gathering places for informal activities and competitive sports alike, and our Community Recreation Center is a place for all ages to experience a variety of activities. Windsor offers something for everyone at every age.

Safe, Well-Planned Community with Spirit and Pride

Windsor residents thrive in a safe community they are proud to call their hometown. Proactive long-range planning has ensured that quality and character remain the hallmark of this community.



STRATEGIC PLANNING FRAMEWORK

Performance Commitments & Initiatives

Thoughtful Framework and Supportive Infrastructure

- Establish a water plan
- Traffic and roadways
- Municipal broadband
- Prioritize the future design and development of Crossroads Boulevard
- Establish standards, criteria, etc., for crosswalk markings, signage and flashing lights

Prosperous Local Economy

- Partner with developer to renovate and establish a commercially viable entity at The Mill
- Explore options for retiring existing debt
- Reevaluate and compare Windsor's incentive program with our competitors

Diverse, Desirable Recreation and Cultural Opportunities

- Establish a viable downtown Farmer's Market in Windsor

Safe, Well-Planned Community with Spirit and Pride

- Review current housing policies and most recent information in order to understand gaps and needs in existing housing options



2016-2018 Strategic Plan Action Items

Thoughtful Framework and Supportive Infrastructure

Initiative: Establish a Water Plan

What problem is being solved/what opportunity is being seized?

- Ensure there is sufficient water to meet future growth needs of the community.
- Opportunity to control rates and charges

What constraints or obstacles may need to be overcome to be successful?

- Complex issue with many variables and unknowns.

What positive factors are in place to help make this action item successful?

- Much study effort has already been done and will continue; including budget support.

What individuals might you need/want to include?

- Town Manager, Town Engineer, and Town of Windsor Water Development Team

Who else may be working on this or may be interested in its success?

Towns of Eaton and Severance, Greeley, North Weld County Water District, Fort Collins-Loveland Water District.

What individual, department or agency should take the lead responsibility to make this happen?

- Town Manager and Engineer

What does success look like?

- Short term: cost/benefit analysis completed by 2018 with the ability to make long term decisions.
- Long term: reliable, cost effective source of treated water

Action Steps	Desired Target Date
1. Create a standardize communication to Town Board on water related issues and tracking sheet to show progress.	September 2016
2. Review 2014 Regional Water Treatment study for “Northern Tier” communities; identify partners and schedule feasibility study.	December 2016
3. Complete a feasibility study on a regional or Windsor water treatment plant. Also, review existing water agreements.	July 2018
4. Entertain other initiatives and ideas (our own and others).	December 2018



2016-2018 Strategic Plan Action Items

Initiative: Traffic & Roadways

What problem is being solved/what opportunity is being seized?

- Truck traffic contributing to congestion and deterioration of the small town feel
- Continued growth contributing to traffic congestion

What constraints or obstacles may need to be overcome to be successful?

- Budget constraints

What positive factors are in place to help make this action item successful?

- Active development projects to contribute to solutions and improvements

What individuals might you need/want to include?

- Engineering and Planning

Who else may be working on this or may be interested in its success?

- CDOT, affected developers and property owners, Weld and Larimer County, North Front Range MPO, the public

What individual, department or agency should take the lead responsibility to make this happen?

- Engineering and Planning

What does success look like?

- In one year develop plan and objectives
- Traffic flows easier on Main St/SH 392
- Alternative routes to reduce truck traffic on Main St/SH 392

Action Steps	Desired Target Date
1. Formulate a scope for a town-wide transportation master plan.	July 2017
2. Create an operations study in conjunction with CDOT for SH 392 east of 7 th Street. Talk to CDOT about feasibility of syncing traffic signals on SH 392.	December 2017
3. Complete a town-wide transportation master plan.	December 2018
4. Widen SH 392 west of 17 th .	December 2018



2016-2018 Strategic Plan Action Items

Initiative: Municipal Broadband

What problem is being solved/what opportunity is being seized?

- Perceived inadequacy of existing service
- Opportunity to attract businesses and new technology to Windsor
- Increased community connectivity for education, healthcare, library, and government
- Improved residential access for telecommuting, online learning & entertainment

What constraints or obstacles may need to be overcome to be successful?

- SB-152 Ballot Question, need to conduct a study to understand the current gaps in service, community perception, Comcast Franchise Agreement, regionalism, cost/ time

What positive factors are in place to help make this action item successful?

- There might be an opportunity to work regionally on this project.
- Public expectations of quality broadband service.

What individuals might you need/want to include?

- Kelly Unger, Dean Moyer, and Cody Groves
- May need to include Economic Development and Communications

Who else may be working on this or may be interested in its success?

- Northern Colorado Communities

What individual, department or agency should take the lead responsibility to make this happen?

- IT, Finance, and Town Manager's Office

What does success look like?

- Package voter question by 2017
- Voter approval by November 2018

Action Steps	Desired Target Date
1. Schedule work session to review the next steps for Windsor.	September 2016
2. Examine the experiences other communities have had with SB152.	September 2016
3. Complete a study of Windsor's broadband gaps.	December 2017
4. Concur on Windsor's options.	January 2018
5. Refer SB 152 question to voters.	November 2018



2016-2018 Strategic Plan Action Items

Initiative: Prioritize the future design and development of Crossroads Blvd.

What problem is being solved/what opportunity is being seized?

- Insufficient arterials East to West
- Need to assure efficient transportation of goods and people
- Alternative to Main Street/SH 392 for truck traffic

What constraints or obstacles may need to be overcome to be successful?

- Right-of-way alignment through floodplain and other potential environmental challenges and regulations
- Right-of-way alignment will involve multiple property owners
- Project cost including new bridge across the Poudre River

What positive factors are in place to help make this action item successful?

- O Street (Crossroads Blvd.) Arterial Corridor Study prepared by Weld County, Greeley and Windsor in 2008 identifies preferred alignment
- Potential for regional collaboration with multiple jurisdictions and large industrial property owners
- The Great Western Industrial Park master plan includes future Crossroads Blvd.
- Road Impact Fees

What individuals might you need/want to include?

- Engineering and Planning

Who else may be working on this or may be interested in its success?

- Weld and Larimer Counties, Cities of Greeley and Loveland, CDOT, Great Western Industrial Park/Land Company and Carestream, Industrial park tenants, Windsor DDA (reduction in truck traffic downtown), North Front Range MPO

What individual, department or agency should take the lead responsibility to make this happen?

- Engineering and Planning

What does success look like?

- Short term: establish the plan by 2018
- Long term: Design, acquire ROW, and finance a functioning roadway

Action Steps	Desired Target Date
1. Review and confirm the Crossroads future build out to the west of SH 257.	July 2017
2. Work with property owners and develop a preliminary design between SH 257 and Great Western Drive.	July 2018
3. Develop and support dedication of Crossroads right-of-way east of Great Western Drive with Greeley and Weld County.	July 2018



2016-2018 Strategic Plan Action Items

Initiative: Establish standards, criteria, etc. for crosswalk markings, signage, and flashing lights

What problem is being solved/what opportunity is being seized?

- Citizen requests cannot be fairly evaluated – leads to arbitrary decisions
- Fairness

What constraints or obstacles may need to be overcome to be successful?

- Retrofitting crosswalks to existing roadways
- Budget limits

What positive factors are in place to help make this action item successful?

- Availability of existing CDOT and other standards

What individuals might you need/want to include?

- Terry Walker, Dennis Wagner, Rick Klimek and Scott Ballstadt (Planning staff)

Who else may be working on this or may be interested in its success?

- School District(s)
- CDOT

What individual, department or agency should take the lead responsibility to make this happen?

- Public Works, Engineering, Police and Planning

What does success look like?

- Approve standards by 2017

Action Steps	Desired Target Date
1. Prepare an educational message for both drivers and pedestrians on proper use of crosswalks.	November 2016
2. Collect and research existing crosswalk standards available from other federal, state and local jurisdictions. Report findings to Town Board.	July 2017
3. Draft standards, based upon input from Town Board, that establish criteria for appropriate locations and crosswalk designs.	December 2017
4. Adopt Crosswalk standards.	January 2018



2016-2018 Strategic Plan Action Items

Prosperous Local Economy

Initiative: Partner with developer to renovate and establish a commercially viable entity at The Mill

What problem is being solved/what opportunity is being seized?

- Clean up the mill
- Revitalize downtown and an entry into Windsor
- Generate additional tax revenue for Windsor

What constraints or obstacles may need to be overcome to be successful?

- Gap funding needed for project to be viable
- Allowance from historical society for modifications/deletions from the original structure

What positive factors are in place to help make this action item successful?

- Support from local community
- Support from elected officials

What individuals might you need/want to include?

- Kelly Arnold, Patti Garcia, and Stacy Johnson, Ian McCargar, and Matt Ashby

Who else may be working on this or may be interested in its success?

- Josh Olhava

What individual, department or agency should take the lead responsibility to make this happen?

- Kelly Arnold/Stacy Johnson

What does success look like?

- Active commercial entity – grand opening!
- Tax generation – sales, personal, property

Action Steps	Desired Target Date
1. Support the ongoing redevelopment effort of the Mill.	November 2016
2. Identify the tools to fund the financing gaps.	October 2017
3. Collaborate with CDOT, Public Works and Engineering on infrastructure improvements on site.	June 2017



2016-2018 Strategic Plan Action Items

Initiative: Explore the options for retiring existing debt

What problem is being solved/what opportunity is being seized?

- Opportunity to put our cash to work
- Flip the margin between what we make and what we pay

What constraints or obstacles may need to be overcome to be successful?

- Many capital projects require funding, need to be cognizant of cash flow.

What positive factors are in place to help make this action item successful?

- Historically low interest rates

What individuals might you need/want to include?

- Dean Moyer and Kelly Arnold

What individual, department or agency should take the lead responsibility to make this happen?

- Dean Moyer, Finance Department

What does success look like?

- Improve our bond rating
- Reduce interest expense
- Provide operational flexibility

Action Steps	Desired Target Date
1. Schedule work session to discuss refinancing of the Kern and USDA loans.	September 2016
2. Review existing debt with Town Board in work session.	January 2018



2016-2018 Strategic Plan Action Items

Initiative: Reevaluate and compare Windsor's incentive program with our competitors

What problem is being solved/what opportunity is being seized?

- Opportunity to stabilize the economy, ensure a diversity of businesses, and not lose companies to other locations

What constraints or obstacles may need to be overcome to be successful?

- Larger incentive funds/programs in neighboring municipalities

What positive factors are in place to help make this action item successful?

- Connections and awareness of Federal, State, Regional & Local Incentive programs already exists
- Windsor has already been competitive and successful in the past and has available land for development that may not be available in surrounding communities

What individuals might you need/want to include?

- Stacy Johnson, Lorie Pastore

Who else may be working on this or may be interested in its success?

- Kelly Arnold

What individual, department or agency should take the lead responsibility to make this happen?

- Economic Development Department

What does success look like?

- Increased sales tax and jobs
- Reduction of sales tax leakage
- More business to business

Action Steps	Desired Target Date
1. Create and present peer communities incentives comparison to Town Board.	December 2016
2. Formally adopt or re-confirm economic development incentive guidelines.	February 2017



2016-2018 Strategic Plan Action Items

Diverse, Desirable Recreation and Cultural Opportunities

Initiative: Establish a viable downtown Farmer's Market in Windsor

What problem is being solved/what opportunity is being seized?

- Market needs a permanent location with a Market Manager to establish relations with local farmers

What constraints or obstacles may need to be overcome to be successful?

- Conflicting opinions on date/time/location has been voiced by businesses in the DDA.
- Buy in from the community
- Support from the vendors – there are lots of farmer's markets in the region and we will need to find a good base.

What positive factors are in place to help make this action item successful?

- The community & DDA board has requested the Market and are very supportive of the effort.

What individuals might you need/want to include?

- Eric Lucas and Patti Garcia

Who else may be working on this or may be interested in its success?

- The Weld County Master Gardeners liked working with the previous Farmer's Market and may want to participate again.

What individual, department or agency should take the lead responsibility to make this happen?

- Parks, Rec & Culture with support from the Town Clerk's office

What does success look like?

- Established seasonal Farmer's Market by 2017 with diverse product vendors

Action Steps	Desired Target Date
1. Send out bid documents for Farmer's Market shelter.	September 2016
2. Determine 2017 Farmer's Market budget, including Market Manager.	October 2016
3. Receive bids and inform Town Board.	November 2016
4. Hire Market Manager for 2017 Farmer's Market.	December 2016
5. Construct market and open to the public.	May 2017



2016-2018 Strategic Plan Action Items

Safe, Well-Planned Community with Spirit and Pride

Initiative: Review current housing policies and most recent information in order to understand gaps and needs in existing housing options

What problem is being solved/what opportunity is being seized?

- Unclear data about housing diversity

What constraints or obstacles may need to be overcome to be successful?

- Land, infrastructure and water costs

What positive factors are in place to help make this action item successful?

- Housing affordability & diversity is currently being discussed on the regional level
- The Town is attending and participating in regional meetings hosted by various groups such as board of realtors

What individuals might you need/want to include?

- Chief Planner Carlin Barkeen and Planning Department staff

Who else may be working on this or may be interested in its success?

- Windsor Housing Authority
- Various regional groups such as board of realtors

What individual, department or agency should take the lead responsibility to make this happen?

- Chief Planner Carlin Barkeen and Planning Department staff

What does success look like?

- Adopt strategies that address the housing needs

Action Steps	Desired Target Date
1. Collect and research existing policies, studies and data.	December 2016
2. Analyze existing policies, studies and data to formulate findings, identify and understand gaps, needs and options.	December 2016
3. Prepare analysis and alternative policy changes and present findings to Town Board.	April 2017
4. Recommend policy changes for consideration by Town Board.	July 2017

Town of Windsor, Colorado

Strategic Planning Priorities

June 29, 2016



The Windsor Town Board met with the Town Manager and Department Heads on Wednesday, June 29 to identify priorities for the 2016-2018 strategic plan. The meeting was held at the Embassy Suites hotel in Loveland, Colorado and was facilitated by Julia Novak from The Novak Consulting Group.

The meeting began with the facilitator reminding the group which of the steps they have already completed in the process.

Expectations

- Wrap up the strategic plan so we have something to move forward with, publish, and get out to the community
- Want everyone to have input and reach consensus on things we can accomplish
- Looking forward to solidifying this so we have direction
- Excited for direction and to get rolling
- Good to get both Staff and Town Board commitments on this and put it on a piece of paper to work from it
- Ditto. 😊 Would like to set some objectives along with the vision, mission – set some definite objectives and work towards a plan to make it happen
- Strong strategic plan we can show the public the direction of our town
- Building consensus on some big audacious goals
- Looking forward to getting the plan finished and start working on it
- Echo what I've heard and especially to assure the community there is a plan
- Come up with a clear plan
- Love a good game plan!!
- Ditto – hope we have some clear direction with achievable outcomes – financially and staff wise – make sure there is alignment
- Hear everyone's ideas and learn the path forward
- What does wrap up and complete mean? There will be lots of work to be done moving forward. Today I hope the Board brings out the big goals and what they want to accomplish – and the Department Heads can dialogue with the Board on those and make sure we walk out as a management team understanding what the Board's desires are so we can put together a work program and share it with the Board
- Come up with a strategic plan and staff to figure out execution!

Processing Community Input

The group reflected on the community meeting that was held on June 6th and shared the following observations.

- People want Windsor to remain a “small town”
- Amazed by the variety of good suggestions – specific initiatives
- Remain unique – don’t do what others are doing
- Realize how close we are to what we do – perspective is very important – not everyone knows everything we are doing – do they want to know?
- We need to get the information out there!
- Dichotomy – keep it small, but with more economic activity (restaurants, events, etc.)
- Grow – but keep the “feel” small
- New faces! Good sign!
- Promotion of downtown will impact parking
- Tone and tenor of participation was very positive – no gripes or special interests
- K-12 schools and jobs – connectivity between the two was an issue
- Deep respect for our history and concern for our future

Vision Statement Revision

Windsor is the hub of Northern Colorado; a safe, unique and special town that offers diverse cultural and recreation opportunities. Windsor is recognized as a regional leader that demonstrates fiscal responsibility, environmental stewardship and strategic excellence. A big town that embraces its hometown pride.

- The group considered the community reaction to the word big and considered replacing big with
 - Prosperous
 - Growing
 - Dynamic
 - Thriving
 - Or putting big in quotation marks – “big”
 - Adding “thinks” big “A town that thinks big and embraces its hometown pride”

Windsor is the hub of Northern Colorado; a safe, unique and special town that offers diverse cultural and recreation opportunities. Windsor is recognized as a regional leader that demonstrates fiscal responsibility, environmental stewardship and strategic excellence. A town that thinks big and embraces its hometown pride.

Potential Initiatives

The group started out by having each Board Member share the priorities and actions they came up with. A listing of all of the ideas brainstormed by the Board for each Performance Commitment follows. The group was then asked to prioritize the potential initiatives. Each Board Member was able to identify 15 priorities from the list of initiatives. There were eight items that had at least four individuals name it as a priority. In addition, there were a number of initiatives that three individuals identified as a priority. From the group of six initiatives with three “dots,” they were allowed to pick two so, at the end, two additional priorities were added. The number of individuals identifying each initiative as a priority is in parenthesis after the item. Items with (3*) are those priorities added to the final list after the second round of consideration. No number after an item indicates that no Board Member identified that item as a priority.

Performance Commitments	Potential Priorities and Actions
<p>Thoughtful Framework and Supportive Infrastructure Windsor has master plans to ensure the integrity of our municipal infrastructure. These provide the foundation of the community. Windsor is proactive in its approach to future technologies.</p>	<ul style="list-style-type: none"> ● Create a plan for water – regional water treatment (6) ● Expand roadway network and plans (6) <ul style="list-style-type: none"> ○ Ensure roadways are planned out and financed to keep ahead of growth and deteriorating conditions ○ 4 lanes West 392 ○ Reroute truck traffic ○ 257 – Holliston Road ● Crossroads Development (6) ● Municipal Broadband feasibility study and SB152 Broadband (3*) ● Establish crosswalk safety standards – flashing crossing signs on Main Street (3*) ● Feasibility study for local utilities (2) ● New traffic, safety, and welfare to accommodate more population ● Connect and expand trails (2) <ul style="list-style-type: none"> ○ Highland Meadows to Poudre River ○ River Bluff Access via Jacoby ○ East-West Connections ○ Drawings and plans for trails, sidewalks along roadways, and handicap accessibility ● Public Transportation (1) ● Develop a buffer district to keep Windsor from growing into neighboring communities as we expand (3) ● Develop a plan for 392 through Windsor – including road amenities (2) ● Wayfinding and better community signage (1) ● Prioritize initiatives and objectives within the master plans (1) ● Grid patterns in new neighborhoods

Performance Commitments	Potential Priorities and Actions
<p>Prosperous Local Economy Windsor’s vibrant local economy provides opportunities for our residents and businesses to prosper. The Town collaborates and engages with regional partners to provide opportunities for the community and fosters and supports the educational system. A diverse retail market provides unique shopping and dining opportunities and our industry base provides high quality employment opportunities within our town.</p>	<ul style="list-style-type: none"> • Support Mill project – support downtown development projects – Mill and back lots (5) • Pay off debt whenever possible and as soon as possible to avoid it becoming a liability (5) • Economic Development – clarify incentive policies (4) • Retail Gap Study (1) • Take Steps to make Windsor attractive to all forms of businesses; find out what barriers to business there are and discuss ways to remove those barriers (1) • New hospital or clinics • Board positions on school bond or library bond • Support RTA project – financially and legislatively (1) • Develop a boardwalk around the Lake – retail – food, court, alley project (3) • Windsor as a destination, increase in sports tournaments capitalize on Peligrande • Plans, drawings, cost for more family restaurants and clothing shops (1) • Expansion of Great Western Industrial Park
<p>Diverse, Desirable Recreation and Cultural Opportunities People who live, work and play in Windsor are able to access a variety of recreation and cultural opportunities that enrich their quality of life. A network of trails connects our neighborhoods with the scenic Cache La Poudre River and vibrant downtown; our community and neighborhood parks are gathering places for informal activities and competitive sports alike, and our Community Recreation Center is a place for all ages to experience a variety of activities. Windsor offers something for everyone at every age.</p>	<ul style="list-style-type: none"> • Farmers Market (5) • Access to Poudre River – Explore possibilities of a Riverwalk (3) • Diversify parks with jogging path and fitness stations (1) • Sponsor a flash mob painting contest • Farmers Market support • Kyger Pit – maintain as natural area (1) • Park and open space areas expanded to soccer, football, lacrosse for growing population • Seek cultural district designation • More data-driven approach to parks and recreation management • Windsor to “define” Vibrant • Public art loan program in downtown • Create a public art committee (1) • Pilot project safe bike lane • Improve parking areas – expand, improve, and specify (1) • Look at best practices to manage and care for parks and outdoor amenities • Pickle ball, basketball, tennis, badminton expanded to Diamond Valley

Performance Commitments	Potential Priorities and Actions
	<ul style="list-style-type: none"> • Concert areas, art displays, and other entertainment venues • Encourage community involvement in events like Harvest Festival – volunteerism (2)
<p>Safe, Well-Planned Community with Spirit and Pride Windsor residents thrive in a safe community they are proud to call their hometown. Proactive long-range planning has ensured that quality and character remain the hallmark of this community.</p>	<ul style="list-style-type: none"> • Pass/support resolutions that lend themselves to housing diversity; affordable housing update – workforce needs, roundtables, etc. (4) • Upgrade Harvest Festival (3) • Create a youth leadership/government program • Leadership Windsor (1) • Aging in Place or Senior Advisory Committee (1) • Secure property for senior housing (1) • 21st Century communications • Proactive safety and law enforcement for the next decade of growth (1) • Strengthen and grow relationships with key community partners – school, fire, and library (2) • Flexible Zoning Ordinances to allow for innovation, diversity, and creativity in our neighborhoods and business districts (1)

Operationalizing Priorities

The ten items that were identified as Board priorities were then further refined by the group. They were asked to review the “initiative” and rewrite it as a specific, actionable (starts with a verb) initiative, and then address two key questions:

- What problem are we solving/opportunity are we seizing?
- What does success look like?

That information is captured on the following chart.

Performance Commitment	Initiative	What problem are we solving/opportunity are we seizing?	What does success look like?
Thoughtful Framework and Supportive Infrastructure	Establish a Water Plan <ul style="list-style-type: none"> • Review 2014 Regional Water Treatment study for “Northern Tier” communities; identify partners • Evaluate costs and answer whether the rates are competitive vs. current system • Entertain other initiatives, ideas (our own and others) 	<ul style="list-style-type: none"> • Existing treatment plants have insufficient capacity for expected growth; Windsor is at the mercy of water suppliers • Opportunity to control rates and charges 	<ul style="list-style-type: none"> • Short term: cost/benefit analysis completed by 2018 • Long term: reliable, cost effective source of treated water
	Traffic & Roadways <ul style="list-style-type: none"> • Ensure Roadways are sufficient to handle anticipated growth • Partner with CDOT to build relationships and problem solving • Widen 392 and sync traffic lights • Review 392 East of Mill 	<ul style="list-style-type: none"> • Truck traffic contributing to congestion and deterioration of the small town feel • Continued growth contributing to traffic congestion 	<ul style="list-style-type: none"> • In one year develop plan and objectives • Traffic flows easier on 392

	<p>Municipal Broadband</p> <ul style="list-style-type: none"> • Examine the experience other communities have had with SB152 • Understand and use information available from other communities • Concur on Windsor’s options • Refer question to voters 	<ul style="list-style-type: none"> • Perceived inadequacy of existing service • Opportunity to attract businesses and new technology to Windsor 	<ul style="list-style-type: none"> • Package voter question by 2017 • Voter approval by November 2018
	<p>Prioritize the establishment of crossroads Blvd. connection East to West to I25, and design “complete street” model, depending on demands</p>	<ul style="list-style-type: none"> • Insufficient arterials East to West • Need to assure efficient transportation of goods and people 	<ul style="list-style-type: none"> • Short term: establish the plan by 2018 • Long term: Design, acquire ROW, and finance a functioning roadway
	<p>Establish standards, criteria, etc. for crosswalk markings, signage, flashing lights</p>	<ul style="list-style-type: none"> • Citizen requests cannot be fairly evaluated – leads to arbitrary decisions • Fairness 	<ul style="list-style-type: none"> • Approve standards by 2017
<p>Prosperous Local Economy</p>	<p>Partner with developer to renovate and establish a commercially viable entity at The Mill</p>	<ul style="list-style-type: none"> • Clean up the mill • Revitalize downtown and an entry into Windsor • Generate additional tax revenue for Windsor 	<ul style="list-style-type: none"> • Active commercial entity – grand opening!
	<p>Explore the options for retiring existing debt by the end of 2018:</p> <ul style="list-style-type: none"> • Police department building loan • Kern Reservoir Loan • Sewer headworks loan • Kyger loan 	<ul style="list-style-type: none"> • Opportunity to put our cash to work • Flip the margin between what we make and what we pay 	<ul style="list-style-type: none"> • Improve our bond rating • Reduce interest expense • Provide operational flexibility

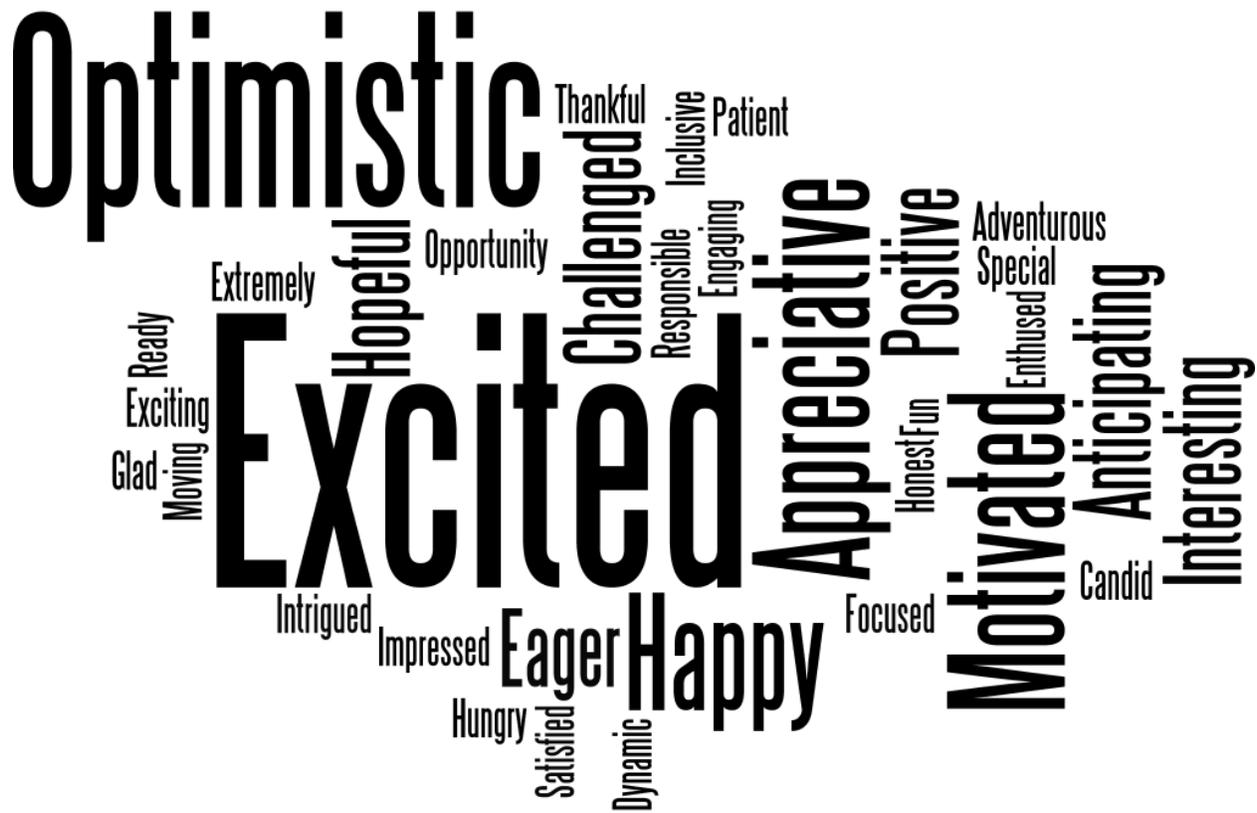
	Reevaluate and compare Windsor’s incentive program with our competitors	<ul style="list-style-type: none"> • Opportunity to stabilize the economy, ensure a diversity of businesses, and not lose companies to other locations 	<ul style="list-style-type: none"> • Increased sales tax and jobs • Reduction of sales tax leakage • Move B to B
Diverse, Desirable Recreation and Cultural Opportunities	Establish a viable downtown Farmer’s Market in Windsor	<ul style="list-style-type: none"> • Market needs a permanent location with a Market Manager to establish relations with local farmers 	<ul style="list-style-type: none"> • Established seasonal Farmer’s Market by 2017 with diverse product vendors
Safe, Well-Planned Community with Spirit and Pride	Review current housing policies and most recent information in order to understand gaps and needs in existing housing options	<ul style="list-style-type: none"> • Unclear data about housing diversity 	<ul style="list-style-type: none"> • Adopt strategies that address the housing needs

Operationalizing Priorities

The Town Manager will work with the Department Heads to develop a work plan for each of the ten items and bring that back to the Town Board for review and consideration.

Parting Thoughts

As the strategic planning process came to a close the group was asked to go around the room and share three adjectives that capture how they are feeling as this phase of strategic planning comes to a close.



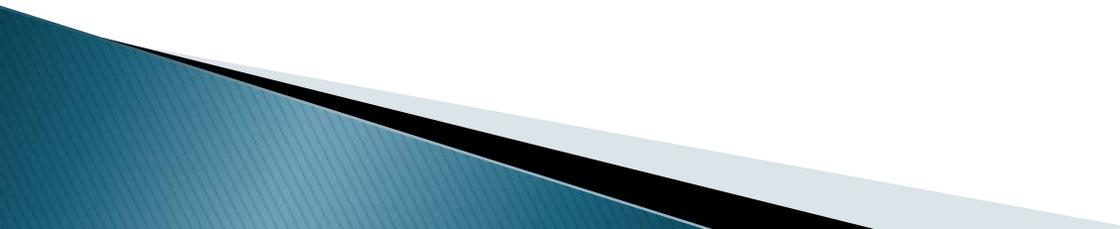
2016– 2018 Strategic Plan

Kelly Unger, Communications/
Assistant to the Town Manager

August 22, 2016

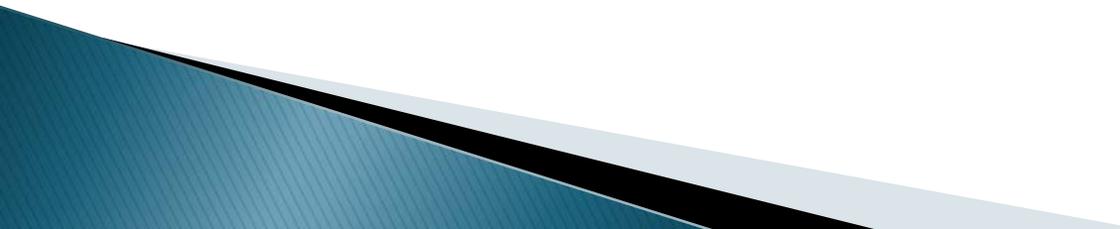


Timeline Overview

- ▶ **May 12/13** Town Board Retreat
 - ▶ **June 6** Community Meeting
 - ▶ **June 29** Follow-up Town Board Retreat
 - ▶ **July 14–26** Staff working period
 - ▶ **July 27** Management Team Retreat
 - ▶ **August 10** Finalized action items
 - ▶ **August 22** Staff seeking approval
- 

Vision

Windsor is the hub of Northern Colorado; a safe, unique and special town that offers diverse cultural and recreation opportunities. Windsor is recognized as a regional leader that demonstrates fiscal responsibility, environmental stewardship and strategic excellence. A town that thinks big and embraces its hometown pride.



Mission

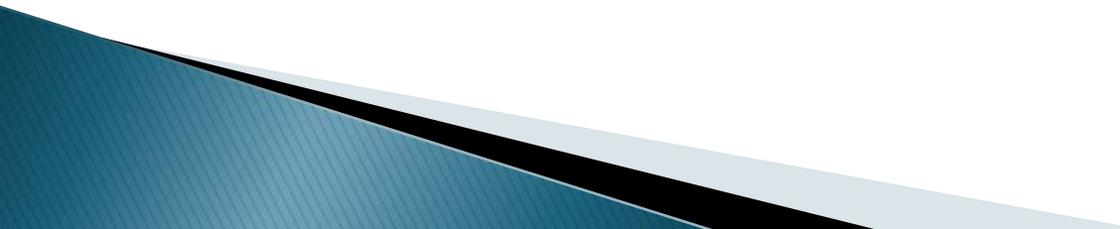
The Town of Windsor promotes community and hometown pride through sustainable, excellent and equitable delivery of services in a fiscally responsible manner.

Values

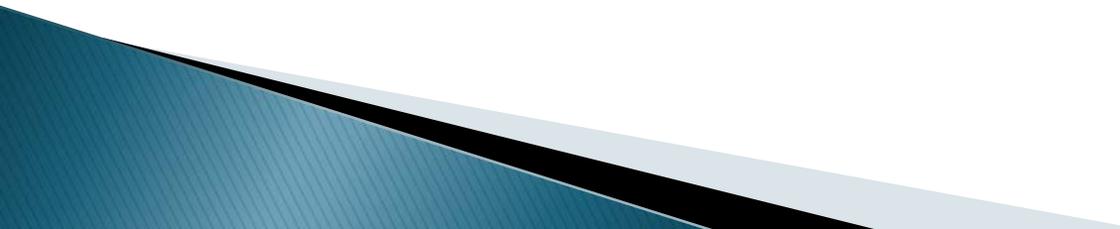
- Producing Results
- Responsibility
- Integrity
- Dedication
- Exceptional Service



Thoughtful Framework and Supportive Infrastructure

- Establish a water plan
 - Traffic and roadways
 - Municipal broadband
 - Prioritize the future design and development of Crossroads Boulevard
 - Establish standards, criteria, etc., for crosswalk markings, signage and flashing lights
- 

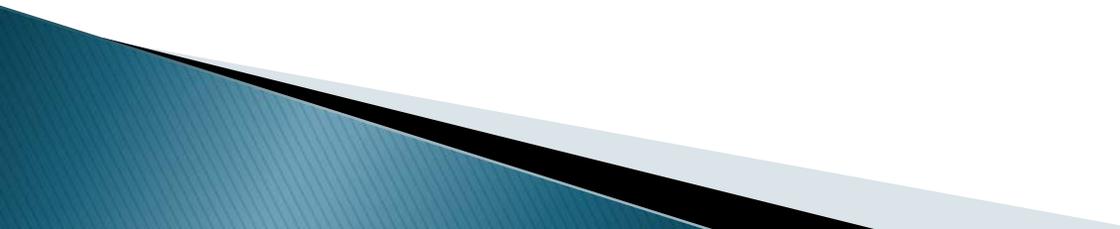
Prosperous Local Economy

- Partner with developer to renovate and establish a commercially viable entity at The Mill
 - Explore options for retiring existing debt
 - Reevaluate and compare Windsor's incentive program with our competitors
- 

Diverse, Desirable Recreation and Cultural Opportunities

- Establish a viable downtown Farmer's Market in Windsor

Safe, Well-Planned Community with Spirit and Pride

- Review current housing policies and most recent information in order to understand gaps and needs in existing housing options
- 

Recommendation

- ▶ Adopt Resolution 2016-62: Approving and adopting the 2016-2018 Town of Windsor Strategic Plan

Windsor

COLORADO

2016 ECONOMIC DEVELOPMENT ATTRACTION PROSPECT REPORT

General Overview:

From January 1 - June 30, 2016 the Windsor Economic Development Department has received 57 prospect requests. Including Prospects from previous years we currently have 49 active prospects in the pipeline. Our office is still working with seven prospects from the later part of 2015 and one from 2013 which all remain active and open.

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

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

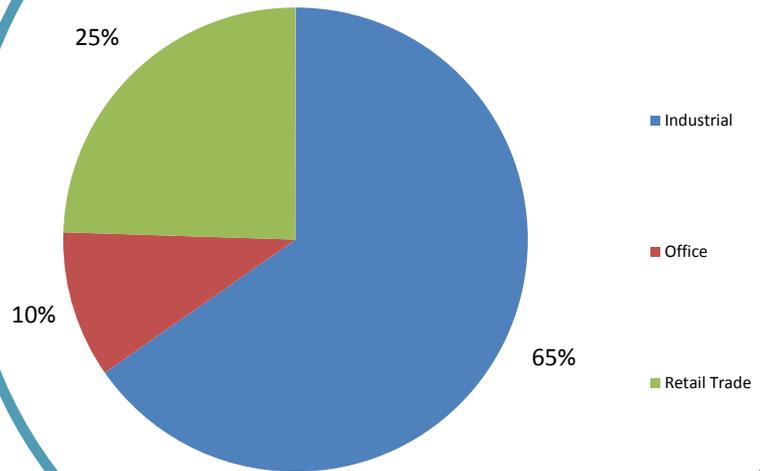
These companies and others have invested over \$150 million into the community and acquired or built over 652,000 sq. ft. of space. They have or will add over 1,100 new jobs in the next few years, with an average salary over \$66K with a total payroll of nearly \$86 million.*

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

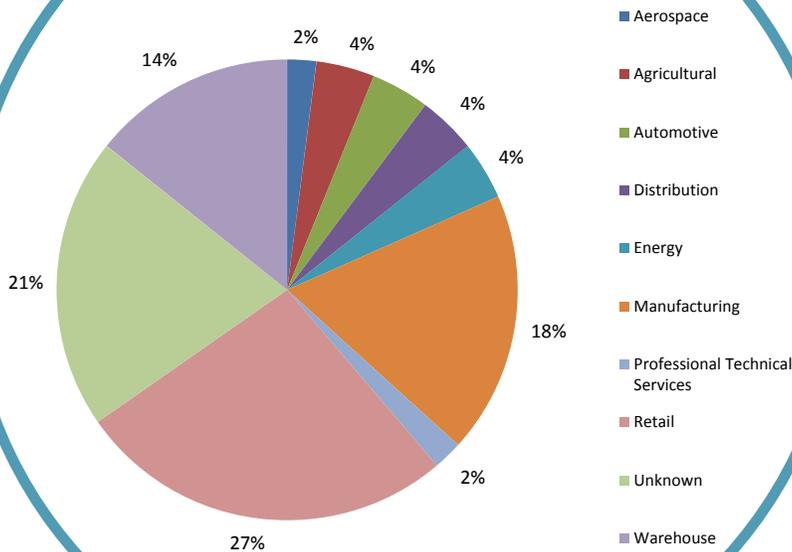


65% of the active attraction prospects are in the industrial sector, retail trade sector is second at 25%.

Active Attraction Prospects by Type



Active Attraction Prospects by Industry



The Active Attraction Prospects span over 10 different industries, with 21% of the prospects not identifying their industry.

The largest percentage of known prospects industries sectors are: Retail at 21%, Manufacturing at 18% and Warehouse at 14%.

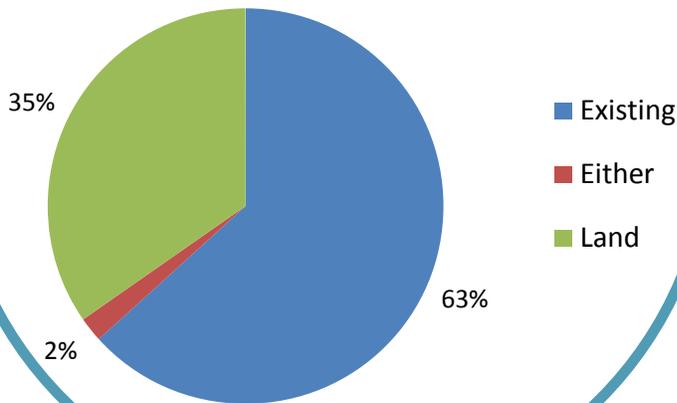
Of the 21% Unknown Industry, the overwhelming majority of TYPE of space requested is industrial.

The majority of attraction prospect leads have come from Upstate Colorado Economic Development at 31%. The next highest lead source from our estate database Xceligent is at 27%.

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

Attraction Prospect Lead Source	
Upstate	31%
Xceligent	27%
Company	24%
Broker/Developer	10%
MDED	6%
OEDIT	2%

Active Attraction Prospects Real Estate Request



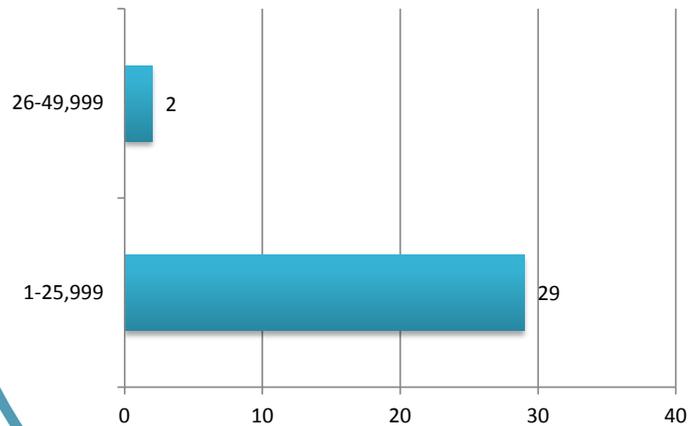
The majority of prospects are requesting **EXISTING** space at 63% . The request for **LAND** has dropped from 38% to 35% this quarter.

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

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

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

Prospects by Square Footage

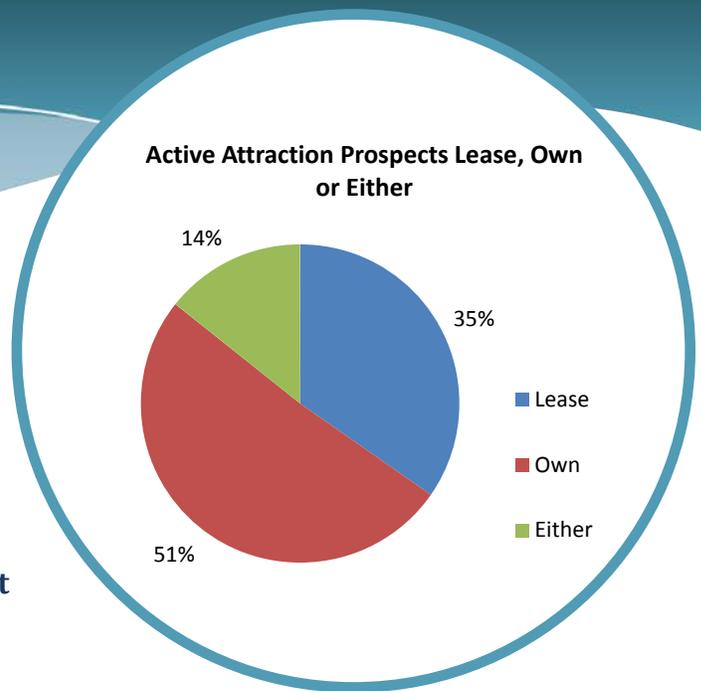


Nearly 95% of the qualified attraction prospects are looking for under 25,000 sq. ft. of space, majority of recent demand has been industrial space anywhere between 5,000 - 20,000 sq. ft.

The largest number of Windsor active attraction prospects would like to OWN their space at 51%.

A large portion of prospects at 35% are still looking to lease space instead of purchase.

We have been seeing an uptick in the development of speculative (Spec) buildings in the Windsor market as well, there are three going vertical currently.



Number of Leads & Prospect Visits by month for 2015			Number of Leads & Prospect Visits by month for 2016		
MONTH	LEADS	# OF VISITS	MONTH	LEADS	# OF VISITS
January	8	2	January	9	1
February	12	3	February	13	2
March	18	2	March	8	2
April	9	1	April	13	1
May	9	1	May	7	1
June	16	4	June	7	4
July	4	3	July		
August	13	0	August		
September	17	3	September		
October	14	2	October		
November	10	1	November		
December	12	4	December		

Non-Qualified Leads:

The Town of Windsor did not qualify for 15 attraction prospects so far in 2016. The majority of those leads have been a requests for existing large office space or for large industrial space. The space requests were for 50-75,000 sq. ft. something Windsor does not currently possess.



TOWN OF WINDSOR • ECONOMIC DEVELOPMENT
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2016 MONTHLY FINANCIAL REPORT

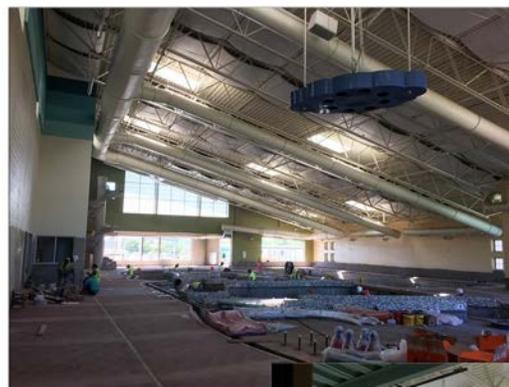
Special points of interest:

- CRC expansion sales tax collections met the monthly budget requirement for July.
- Single Family Residential (SFR) building permits total 430 through July 2016. This is up from the July 2015 number of 193.
- 41 business licenses were issued in July, of which 16 were sales tax vendors.



Highlights and Comments

- * Sales tax collections of the 3.2% sales tax for July were \$838,961, an increase of 3.92% over July 2015. This makes July 2016 the highest July collections on record.
- * Construction use tax through July is at 104.98% of the annual budget at \$1,850,912.



CRC Expansion is Progressing



Inside this issue:

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Community Recreation Center Expansion

The CRC Expansion is closing in on its opening day. Ribbon cutting will be on October 8th with the facility officially open to the public October 9th.

Items of Interest

- The roundabout at 7th Street and Eastman Park Drive is scheduled to open on August 17.
- You can see where all of the Town's construction is happening by visiting the Town website and choosing Maps/GIS.
- Visit us at www.windsorgov.com and look for live streaming of Town Board and Planning Commission meetings.

Sales, Use and Property Tax Update

July 2016

Benchmark = 58%	Sales Tax	Construction Use Tax	Property Tax	Combined
Budget 2016	\$7,764,563	\$1,763,109	\$5,089,810	\$14,617,482
Actual 2016	\$5,251,662	\$1,850,912	\$4,984,182	\$12,086,756
% of Budget	67.64%	104.98%	97.92%	82.69%
Actual Through July 2015	\$4,944,370	\$1,107,769	\$4,043,379	\$10,095,518
Change From Prior Year	6.21%	67.08%	23.27%	19.72%
CRC Expansion Budget 2016	\$1,710,843	\$331,739		\$2,042,582
CRC Expansion Actual 2016	\$1,231,870	\$466,843		\$1,698,713
CRC Expansion % of Budget	72.00%	140.73%		83.16%

Ideally at the end of the seventh month of the year you want to see 58% collection rate on your annual budget number. We have exceeded that benchmark in all three tax categories. Driven by strong building permit numbers, we have surpassed our annual budget collections in construction use tax.

Building Permit Chart

July 2016

	SFR	Commercial	Industrial	Total
Through July 2016	430	0	7	437
Through July 2015	193	1	2	196
% change from prior year				122.96%
2016 Budget Permit Total				262
% of 2016 Budget				166.79%

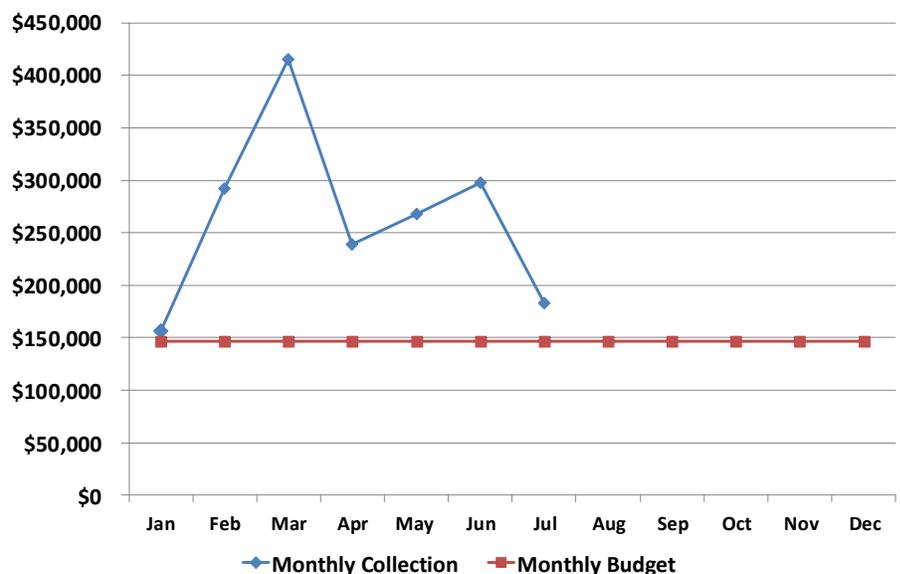
Building Permits and Construction Use Tax

We are showing a 122.96% increase in number of permits as compared to July 2015. We issued 430 SFR permits through July 2016 as compared to 193 through July 2015.

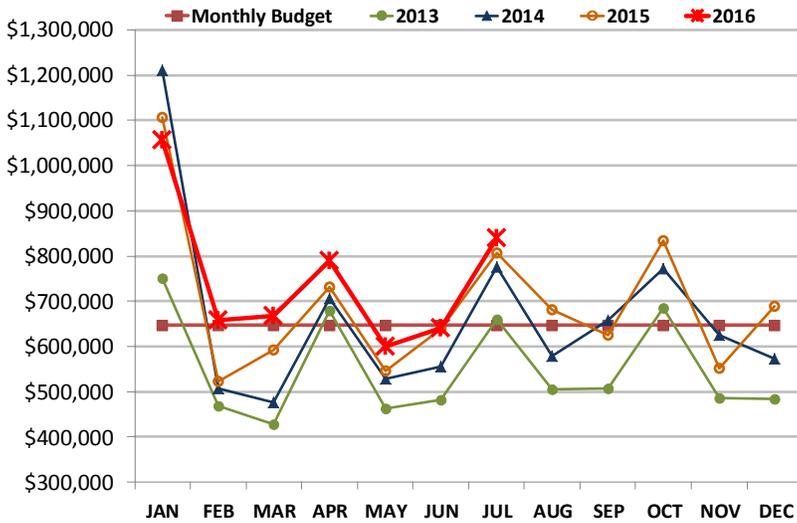
July 2016 construction use tax is above our required monthly collection.

The .75% construction use tax for the CRC expansion is at 140.73% of the annual budget.

Construction Use Tax Collections - 3.2%



Sales Tax Collections in Dollars - 3.2%

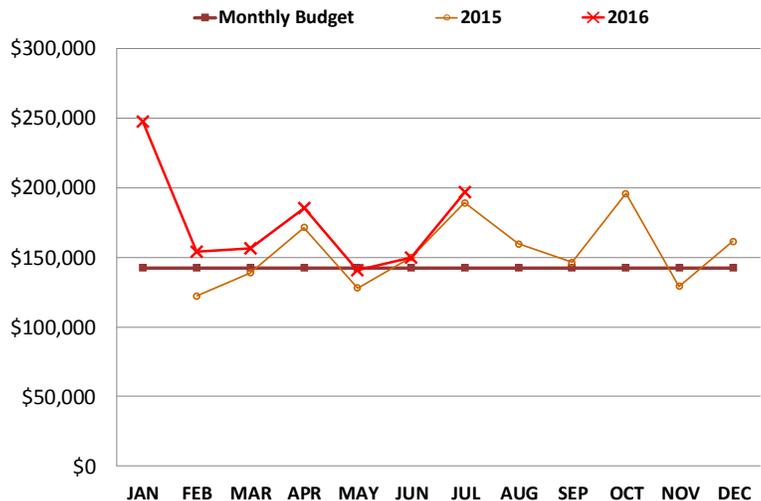


Gross sales tax collections for the month of July 2016 were \$31,666 or 3.92% higher than July 2015.

The monthly collection requirement is \$647,047. Collections for July 2016, came in at \$838,961.

CRC Expansion sales tax collection for July 2016 was \$196,793. The required monthly collection to meet the budgeted projections is \$142,570.

Community Recreation Center Expansion Sales Tax



July Highlights

July is a “quarterly collection” month, meaning that the collections are for sales made in June as well as collections from quarterly filers. We did not receive any audit or payments out of the ordinary course of business.

Looking Forward

3.2% Collections

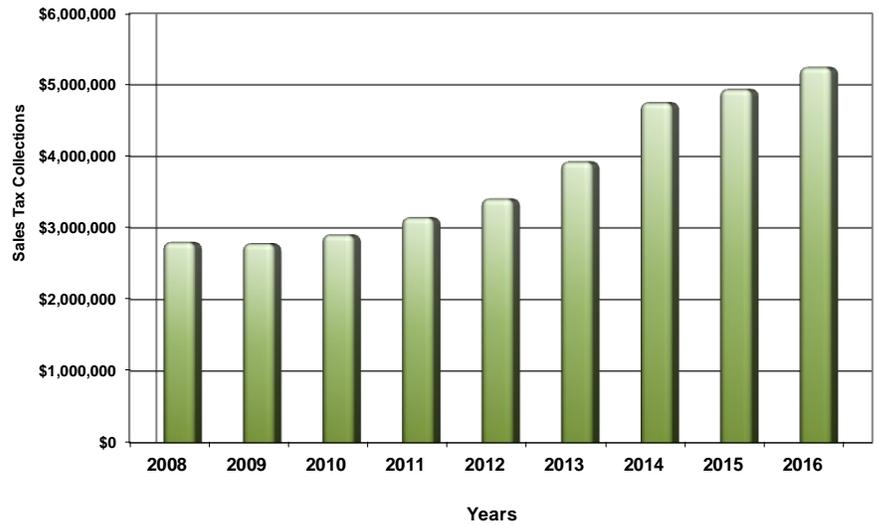
The Town budgeted \$7.7M in sales tax for 2016, making our average monthly collection requirement \$647,047. July collections were above this mark at \$838,961. At our current pace of collections, we would end the year at \$9M in sales tax collections.

.75% Collections

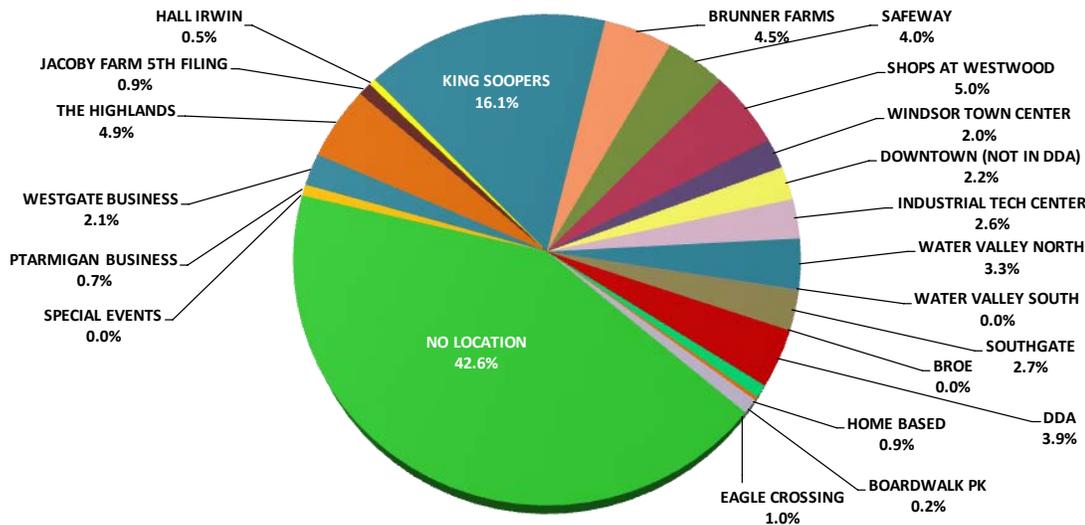
This begins the second year of collecting this portion of the tax. Our monthly budget requirement is \$142,570. We collected \$196,793 in July. We are currently at \$1,231,870 in collections for 2016, equaling 72.00% of our annual budget figure. Since the inception of this tax, only one month has not met the collection requirement.

July year to date collections are up over 2015 collections by 6.21% or \$307,292.

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



Sales Tax Revenue by GEO Code July 2016



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

Year-to-Date Sales Tax

Our sales tax base has not changed a great deal over the past decade, with groceries and utilities leading our industry sectors in sales tax collection. Some of this increase can be attributed to an overall increase in prices and cost of living, estimated at 3.0% for the first half of the year 2016 in the Denver/Boulder/Greeley area.

- With the exception of Utilities/Telecom and lodging, all of our sectors are ahead of last year to date collections at the end of July.
- Southgate Business Park, King Soopers Center, Shops at Westwood, Downtown and DDA had the largest percentage gain over 2015.
- Between the DDA (3.9%) and the Downtown (2.2%) total of 6.1% surpassed the Safeway complex of 4.0%.

All Funds Expense Chart

July 2016

Benchmark = 58%

Operations expenditures are at 55% of the annual budget, under the budget target.

Sewer Fund operations reflect a loan payment which occurs in February, causing the sewer fund to be ahead of the benchmark 58%.

<u>General Government</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2016 Budget</u>	<u>% of Budget</u>
General Fund	\$1,750,439	\$9,031,207	\$15,012,482	60%
Special Revenue (PIF, CTF, CRC, CRCX)	\$211,211	\$1,187,812	\$3,723,744	32%
Internal Service	\$227,455	\$1,665,273	\$2,970,181	56%
Other Entities (WBA, Ec Dev Inc)	\$12,090	\$84,635	\$145,080	58%
Sub Total Gen Govt Operations	\$2,201,195	\$11,968,927	\$21,851,487	55%
<u>Enterprise Funds</u>				
Water-Operations	\$428,739	\$1,758,076	\$3,739,144	47%
Sewer-Operations	\$221,611	\$1,231,883	\$1,707,267	72%
Drainage-Operations	\$42,921	\$311,899	\$541,574	58%
Sub Total Enterprise Operations	\$693,271	\$3,301,858	\$5,987,985	55%
Operations Total	\$2,894,466	\$15,270,785	\$27,839,472	55%

plus transfers to CIF and Non-Potable for loan

Through July, operating and capital expenditures combined to equal 56% of the 2016 Budget.

<u>General Govt Capital</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2016 Budget</u>	<u>% of Budget</u>
Capital Improvement Fund	\$1,173,135	\$4,655,997	\$11,678,171	40%
CRC Expansion Fund	\$890,942	\$7,142,429	\$8,049,363	89%
<u>Enterprise Fund Capital</u>				
Water	\$184,008	\$1,613,400	\$5,269,134	31%
Sewer	\$7,964	\$574,143	\$1,717,982	33%
Drainage	\$240,676	\$3,157,115	\$3,048,595	104%
Sub Total Enterprise Capital	\$432,648	\$5,344,658	\$10,035,711	53%
Capital Total	\$2,496,725	\$17,143,084	\$29,763,245	58%
Total Budget	\$5,391,191	\$32,413,869	\$57,602,717	56%

All Funds Expenditures

With the exception of the Drainage fund capital expenses, the Town is where it should be at this time of year regarding expenditures. This is the highest part of the year regarding operating expenditures. The drainage capital expenditures will need a supplemental budget later this year. When we developed the 2016 budget, we planned on doing more of the West Tributary Channel project in 2015. Instead more of the project went into 2016 than we had expected.

General Fund Expense Chart

	Department	Current Month	YTD Actual	2016 Budget	% of Budget
410	Town Clerk/Customer Service	\$68,472	\$429,741	\$690,854	62.2%
411	Mayor & Board	\$96,801	\$672,325	\$1,103,343	60.9%
412	Municipal Court	\$1,467	\$9,403	\$19,630	47.9%
413	Town Manager	\$49,217	\$274,015	\$440,163	62.3%
415	Finance	\$79,646	\$432,953	\$659,277	65.7%
416	Human Resources	\$52,117	\$254,774	\$442,405	57.6%
418	Legal Services	\$39,759	\$223,255	\$380,497	58.7%
419	Planning & Zoning	\$55,395	\$342,917	\$701,114	48.9%
420	Economic Development	\$51,960	\$291,765	\$431,868	67.6%
421	Police	\$399,351	\$2,076,577	\$3,273,456	63.4%
428	Recycling	\$4,062	\$19,417	\$50,945	38.1%
429	Streets	\$209,152	\$719,902	\$1,217,066	59.2%
430	Public Works	\$32,039	\$210,954	\$365,326	57.7%
431	Engineering	\$86,963	\$509,486	\$887,113	57.4%
432	Cemetery	\$13,885	\$71,556	\$129,108	55.4%
433	Community Events	\$2,398	\$36,948	\$136,215	27.1%
450	Forestry	\$40,056	\$202,092	\$338,963	59.6%
451	Recreation Programs	\$234,538	\$1,055,449	\$1,712,976	61.6%
452	Pool/Aquatics	\$79,430	\$146,289	\$186,332	78.5%
454	Parks	\$114,968	\$755,789	\$1,297,222	58.3%
455	Safety/Loss Control	\$559	\$3,604	\$17,460	20.6%
456	Art & Heritage	\$18,937	\$150,819	\$279,437	54.0%
457	Town Hall	\$19,267	\$141,177	\$251,712	56.1%
	Total General Fund Operations	\$1,750,439	\$9,031,207	\$15,012,482	60.2%

General Fund Expenditures

General Fund operating expenditures are slightly above the 58% budget benchmark through July at 60.2%. This is not uncommon for this time of year as we are at the peak of our operations. The pace should slow in September as we close the pool and mowing operations are winding down for the year.

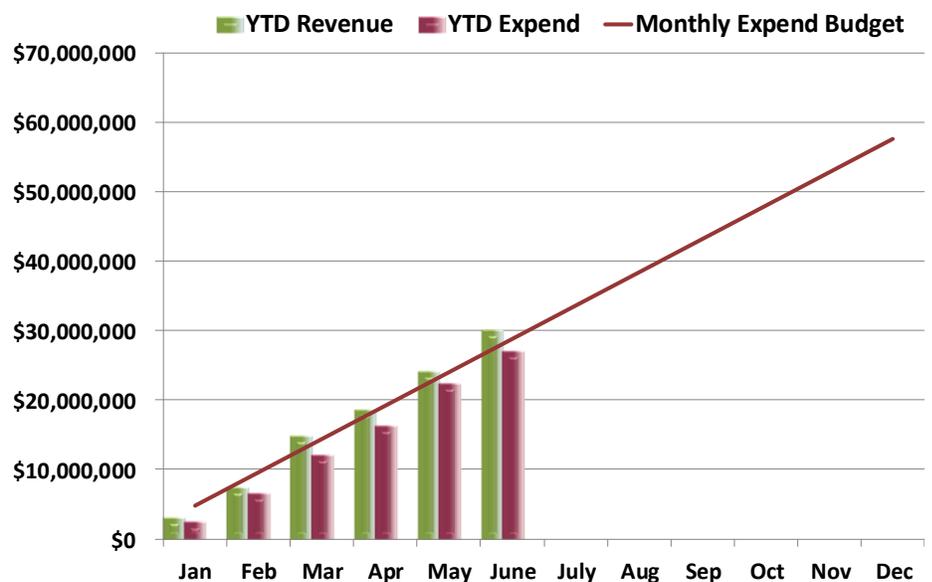
Revenue and Expenditure

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

Our monthly budgeted total expenditures equal \$4,800,226. In July we collected \$7,380,014 in total revenue.

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

Combined Revenue and Expenditures





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

	2016 Projects	2016 Budget	Spent YTD	Dept.	Multi-Yr	Est. Start Process	Actual Start	% Complete	Est. Complete	Actual Complete
1	PW/Parks Maintenance Facility Design	2,333,000	\$275,269	T Mng	2014-2017	Aug-15		9%	2017	
2	IT - Studio Equipment Upgrade	125,000	\$0	Fin	2016	Apr 1	Apr 1	35%	Oct	
3	GIS Asset Management Software	150,000	\$51,554	Fin	2016	Apr 15	Jun-16	35%	mid Dec	
5	Eastman Pk/7th St Roundabout	1,085,320	\$337,396	Eng OH	2015-2016	2015	2015	90%	Aug 18	
6	County Line Road Mitigation design	50,000	\$22,177	Eng OH	2016-2017	mid Feb	May 1	50%	Oct 1	
7	Walnut St / Hwy 257 Turn Lane	55,000	\$0	Eng DB	2015-2016	2015	2015	50%	Sep 1	
8	9th Street Traffic Signal	180,000	\$34,553	Eng DW	2016	Jun 1	Jun-16	90%	Aug 18	
9	Crossroads-CR13 traffic signal	340,000	\$2,686	Eng OH	2016	mid Aug	Jul-16	99%	mid Aug	
10	Harmony Rd-CR15 traffic signal design	16,000	\$8,539	Eng OH	2016-2017	mid Apr	Apr 15	70%	mid Aug	
11	New Liberty Rd Extension	2,000,000	\$81,258	DW/KB	2016	Jul 25		35%	Nov 1	
12	GW Railroad Quiet Zone w/grant	2,200,000	\$2,182,706	Eng DB	2014-2016	2015	2015	80%	Sep 1	
13	Street Maintenance (overlay, crack seal, chip seal)	2,100,000	\$791,119	Eng CT	2016	Jan-15	Mar 1	65%	Oct 1	
14	Poudre River Maintenance	75,000	\$0	Eng DW	2016	May 1		0%	Sep 1	
15	Water Line Replacement 16th S of Riverbend	798,000	\$38,835	Eng CT	2015-2016	Jul 1		35%	Nov 1	
16	Kyger Reservoir Pump Station	2,315,281	\$174,293	Eng OH	2014-2017	Aug 1	Aug 1	40%	Feb 2017	
17	Update Storm Water Study	100,000	\$0	Eng DW	2015-2017	Feb	Feb	10%	Dec	
18	Law Basin Master Plan Channel - construction w/ PDM Grant - 2012-2015	1,998,095	\$1,851,714	Eng DR	2012-2016	2015	2015	90%	Sep	
19	Law Basin West Tributary Channel - 2013-2015	1,050,500	\$1,305,400	Eng OH	2013-2016	2015	2015	95%	Sep 15	
20	Trail Cross 257/Grasslands; CR19/#2 Ditch; CR13	108,107	\$93,305	Eng CT	2016	Apr 1	Apr 1	97%	Sep 15	
21	Main Park Shelter Replacement (2)	53,190	\$45,477	Eng OH	2015-2016	Nov 2015	1-Nov	100%	Aug 1	1-Aug
22	Chimney Park south parking lot slurry/stripe	15,000	\$0	Eng CT	2016	Aug 1		35%	Oct 1	
23	Chimney Park North Shelter Replacement	27,310	\$54,508	Eng OH	2015-2016	Nov 2015	1-Nov	99%	Aug 1	1-Aug
24	Cemetery streetscape sidewalk constructions	247,500	\$115,261	Eng CT	2015-2016	Jun 13	Jun 27	75%	Oct 1	
25	Boardwalk Trash Enclosure	40,150	\$0	Pks/WW	2016	Mar 1		0%	Jul 10	2018
26	Poudre Trail From Westwood Village /w grant	250,000	\$2,137	Pks/WW	2015-2016	Feb 1		0%	Aug 1	LT
27	Windsor Tr Jacoby easement 13 to New Cache Ditch	10,000	\$0	Pks/WW	2016	Feb 1		0%	Aug 1	
28	Windsor Tr 392 @ Highlands Design & Underpass	185,000	\$1,813	Pks/WW	2016	Feb 1	Feb 1	10%	mid Nov	LT
29	15th & Walnut Open Space Development	100,000	\$3,976	Pks/WW	2016	Aug 1		15%	mid Nov	
30	Poudre River Diversion Design w/grant	-	\$25,696	Pks/WW	2016	Oct 7	Jun	95%	EOY	
31	Main Park Irrigation design	9,000	\$0	Pks/WW	2016-2017	Mar 1		10%	Nov 1	
32	Main Park Pickle Ball Court	45,100	\$630	Pks/WW	2016	Sep 1		10%	mid Oct	
33	Boardwalk Performance Venue	500,000	\$150,569	Pks/WW	2016	Mar 1	Mar	99%	Aug	
34	Eaton House Structural Assess w/grant	15,000	\$5,650	Pks/AD	2015-2016	Jan	Feb	90%	July	
35	Museums-Phase 3 Landscaping documents	37,645	\$0	Pks/AD	2016	Aug 1		0%	Nov 1	2018
36	Museums - Depot siding	45,000	\$0	Pks/AD	2016	Aug 1		0%	Dec 1	
37	Eaton House Master Plan w/grant	25,000	\$19,519	Pks/AD	2016	Jan	Jan	100%	Jul 1	Jul 1
38	Chimney Pk North change to Non-potable	99,000	\$2,475	Pks/WW	2016	Sep		15%	Nov 1	
39	Automate splitter box E of Chimney Pk design	33,000	\$0	Pks/WW	2016-2017	Aug 1		0%	mid Nov	
40	CRC Expansion	7,215,695	\$6,980,418	Pks/EL	2014-2016	2015	2015	75%	Oct 1	
41	Railroad Impr CR15 Hwy 34	40,000	\$0	P Wks	2016	mid Apr		30%	Oct	
42	CR 15 South of Crossroads	130,000	\$0	P Wks	2016	Apr 1		0%	Sep 1	
43	Sewer Line Rehab	83,370	\$0	P Wks	2016	Apr 1		10%	Sep 1	
44	Chemical Treatment Facility	35,000	\$0	P Wks	2016	Aug 1	1-Aug	55%	Sep 1	
45	Sewer Nutrient Program w/grant	402,000	\$417,439	P Wks	2014-2016	2015	2015	100%	May 2016	Jul 1
46	Lift Station #4 Replacement	515,000	\$19,736	P Wks	2016	Sept		45%	EOY	
47	Repl. #1,12,14,36,70,81,82,83, leasing #35, 94, 52, 19, incl Toro - Chimney Park, incl tow behind broom	560,000	\$247,440	P Wks	2016	Jan-16		95%	Jul	
48	1 New Eng Vehicle/equipped #109	30,000	\$27,159	P Wks	2016	Jan-16		95%	Jul	
	Color key for funds =	PIF	CTF	CIF	WF	NPWF	SF	SDF	FF	ITF



Our Vision:

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

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

WINDSOR promotes QUALITY DEVELOPMENT.

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

WINDSOR is a GOOD ENVIRONMENTAL STEWARD.



2016 Monthly Financial Report

Town of Windsor
301 Walnut Street
Windsor, CO 80550

Phone: 970-674-2400
Fax: 970-674-2456

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

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

We're on the Web

www.windsorgov.com



1899 Wynkoop St. Suite 550
Denver, CO 80202

August 15, 2016

VIA FACSIMILE

Kelly Arnold
Town Manager
Town of Windsor
301 Walnut St.
Windsor, CO 80550
Fax No. 970-686-7180

To: Town Board packets
From: Kelly Arnold

Re: Important Information about Customer Set-top Boxes

Dear Kelly:

As part of our continuing effort to keep you informed, I wanted to let you know about an upcoming change affecting Comcast's set-top boxes. Beginning August 29, 2016, some customers in Colorado, including some customers in your community, will be asked to upgrade their set-top boxes, so that they are compatible with our new enhanced HD. With this upgrade, customers will enjoy improved HD picture quality and be able to record and store more shows on their DVR. Customers will need to have acquired the appropriate equipment starting October 31, 2016. This change will be completed by December 9, 2016.

To continue to view all of their current favorite HD channels and enjoy these upcoming improvements, some customers will need to upgrade their set-top boxes. We have included instructions for upgrading their cable boxes in our notification to customers. These instructions are:

"To see which set-top boxes need to be replaced, go to channel 1995 on each of your TVs and follow the on-screen instructions. You can order a new box right from your TV and have it shipped to your home."

While we know replacing equipment can be inconvenient, this change will pave the way for more HD options and faster Internet speeds.

We are informing our customers of this upcoming change through letters to their homes and set-top box messaging. We will continue to notify customers on an ongoing basis about this change, including any deadlines for action.

For further details regarding this initiative, please visit xfinity.com/HDenhanced or call at 1-800-XFINITY and select HD Enhanced. Should you have any questions regarding this information, please feel free to contact me at 303-603-2012.

Sincerely,

Glenn Walker
Government Affairs Manager



JB Packet - Aug. 22nd

August 4, 2016

The Honorable Kristie Melendez, Mayor
Town of Windsor
301 Walnut Street
Windsor, CO 80550

RE: EIAF 08155 - Windsor Water Transmission Line Rehabilitation

Dear Mayor Melendez:

The Department of Local Affairs is in receipt of your application for state Energy and Mineral Impact Assistance funds. These revenues are derived from oil, gas, carbon dioxide, coal and metals extracted in Colorado.

Your project was reviewed based on a variety of factors such as its connection to energy impact, degree of need, measurable outcomes, amount of request, relationship to community goals, level of local match and community support, management capacity and readiness to go.

Congratulations! After thorough review, I am excited to offer a grant award in the amount of \$200,000.

These grant funds will be from state severance tax proceeds, which may cause you to go to election to receive and spend these funds. You should confer with your legal and budget advisors to determine if such an election is necessary.

Please contact your DOLA Regional Manager, Don Sandoval, at 970-679-4501 for information on how to proceed. Expenditure of State funds prior to the contract being fully executed cannot be included in the contract budget or reimbursed by the State. If a circumstance arises and a grantee must spend their match dollar sooner than the full execution of the grant agreement, the Regional Manager for the respective grantee must be contacted immediately to discuss the need and offer an appropriate solution. Per our program guidelines this offer is valid for one year from the date of this letter.

I wish you success with your project.

Sincerely,

Irv Halter
Executive Director

cc: State Senator Vicki Marble
State Representative Perry Buck
State Representative Stephen Humphrey
Kelly Unger, Assistant to Town Manager
Don Sandoval, DOLA

