



TOWN BOARD REGULAR MEETING
September 26, 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. Proclamation- Customer Service Week
5. 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
6. 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 September 12, 2016 Town Board Meeting and September 19, 2016 Special Meeting – K. Eucker
2. Resolution No. 2016-65 - A Resolution Approving and Accepting a Deed of Dedication for Right of Way on the West Side of Weld County Road 21, North of Highway 392 – I. McCargar

3. Resolution No. 2016-66 - A Resolution Approving and Adopting the Intergovernmental Agreement between the Town of Windsor and the State of Colorado Department of Transportation (“CDOT”) with respect to Maintenance Services for Traffic Control Devices and State Highways. – T. Walker
4. Resolution No. 2016-67 - A Resolution Approving the Transfer of Mineral and Oil and Gas Rights Under Town-Owned Streets in the Windshire Park Subdivision and Windshire Park Subdivision Third Filing – I. McCargar

C. BOARD ACTION

1. Resolution No. 2016-68 - A Resolution Initiating Annexation Proceedings for the South Gate 7th Annexation to the Town of Windsor, Colorado – VIMA Partners LLC, Owner/ Tom Siegel, VIMA Partners LLC, and John Meyers, TST Inc. Consulting, Owner’s Representatives
 - Legislative action
 - Staff presentation: Josh Olhava, Senior Planner
2. Resolution No. 2016-69 - A Resolution Approving an Intergovernmental Agreement Between the Larimer County Board of County Commissioners and Certain Municipalities for Funding of Improvements to Interstate Highway 25, and Authorizing the Mayor to Execute Same
 - Legislative action
 - Staff presentation: Terry Walker, Director of Public Works
3. Community Development Report
 - Staff presentation: Carlin Barkeen, Chief Planner
4. Financial Report for August 2016
 - 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. ADJOURN



Proclamation

WHEREAS, in 1992 the U.S. Congress proclaimed Customer Service Week a nationally recognized event which is celebrated annually during the first full week of October; and

WHEREAS, Customer Service Week honors those who demonstrate outstanding customer service and who consistently perform their duties to the highest level of professionalism; and

WHEREAS, Customer Service Week recognizes the important contributions public service professionals make to the well-being of visitors, citizens, and businesses; and

WHEREAS, the Town of Windsor provides services and programs that are essential for the health, safety and quality of life in Windsor and continues to implement new initiatives to improve services; and

WHEREAS, it is important to recognize the achievements in the field of customer service and to encourage the continued commitment to customer service excellence.

NOW THEREFORE, BE IT RESOLVED BY the Windsor Town Board that October 3-7, 2016 is recognized as Customer Service Week in the Town of Windsor, Colorado.

Dated this 26th day of September 2016.

Kristie Melendez, Mayor





TOWN BOARD REGULAR MEETING
September 12, 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 7:05 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
Chief of Police
Lieutenant
Lieutenant
Director of Finance
Communications Manager
Deputy Town Clerk

Kelly Arnold
Ian McCargar
Kelly Unger
Patti Garcia
Rick Klimek
Richard Ziegler
Craig Dodd
Dean Moyer
Katie Van Meter
Krystal Eucker

1. Pledge of Allegiance

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

3. Proclamation

Mayor Melendez read the Colorado Cities and Towns Week proclamation.

4. 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 reported the Library Board was informed of the items the Town Board has been involved with over the summer months. The Library reported revenues are up by \$164,000 for the year. Personnel issues have been resolved with the hiring of new staff and the benefits will be reevaluated in comparison to surrounding areas.
- Town Board Member Bennett – Planning Commission; Windsor Housing Authority
Town Board Member Bennett had no update.
- Town Board Member Rennemeyer – Historic Preservation Commission; Great Western Trail Authority
Town Board Member Rennemeyer reported a class at CSU will be studying the historic district in Windsor.
Mr. Rennemeyer reported the Great Western Trail Authority has hired a trail manager and the formalities of the position have been finalized.
- 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 reported the Poudre River Trail Board has completed all purchases. The Poudre Green Way Master Plan is underway with studies are being conducted and the communities working together on the project. The Trail-a-Thon has been cancelled for this year.
Mr. Adams reported the Tree Board reviewed the Sick Tree Day activities at their last meeting. Also, the Tree Board created a float for the Harvest Festival Parade which won first place.
- Mayor Melendez – Downtown Development Authority; North Front Range/MPO
Mayor Melendez had no report.

5. Public Invited to be Heard

Mayor Melendez opened the meeting up for public comment.

Chief Klimek introduced the two newest hires to the police department; Lieutenants Richard Ziegler and Lieutenant Craig Dodd.

B. CONSENT CALENDAR

1. Minutes of the August 22, 2016 Town Board Meeting – K. Eucker
 2. Resolution No. 2016-63 – A Resolution Changing the Street Name of “Farm House Road” to “Pelican Farm Road” in the South Hill Subdivision Second Filing – J. Olhava
 3. Report of Bills – D. Moyer
- Town Board Member Rennemeyer moved to approve the consent calendar as presented; 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.**

C. BOARD ACTION

1. 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

Super-majority vote required for adoption on second reading

- Second reading
- Legislative action
- Staff presentation: Patti Garcia, Town Clerk

Per Ms. Garcia, Ordinance No. 2016-1524 is before the Board for second reading which would permit the Town Clerk's office to administratively approve certain liquor licenses. Applications that would require a hearing or an applicant be present would still be heard before the Liquor Licensing Authority. Adoption of this ordinance would allow a more efficient process for liquor licensing and also save the Town of Windsor money as the Liquor Licensing Authority would not have to review each and every application.

Staff recommends approval of Ordinance No. 2016-1524.

Ms. Melendez inquired if there have been any changes since the first reading.

Per Ms. Garcia; no.

Town Board Member Adams moved to approve Ordinance No. 2016-1524 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; 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. 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

Super-majority vote required for adoption on second reading

- Second reading
- Legislative action
- Staff presentation: Rick Klimek, Chief of Police

Per Chief Klimek, Ordinance No. 2016-1525 is before the Board for second reading regarding parking ordinance revisions and removing regulations that are no longer relevant.

There have been no changes since first reading and staff recommends approval.

Town Board Member Boudreau moved to approve Ordinance No. 2016-1525 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; 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.

3. Resolution No. 2016-64 - A Resolution Authorizing the Assignment of the Town's Private Activity Bond Allocation for 2016 to the Housing Authority of the Town of Windsor, Colorado; Providing other Details in Connection therewith; and Providing an Effective Date
 - Legislative action
 - Staff presentation: Dean Moyer, Director of Finance

Per Mr. Moyer, the purpose and intent of Resolution No. 2016-64 is to assign the Town of Windsor's 2016 Private Activity Bond Allocation (PAB) of \$1,086,600 to the Loveland Housing Authority. The assigned allocation will be used to issue bonds to finance affordable housing development.

The Town of Windsor became an entitlement community in 2015 for the State of Colorado's Private Activity Bond program as Windsor's population grew to the minimum threshold. If any portion of the allocation is not used, carried forward, or transferred to another entity by September 15, it is recaptured into the statewide pool for reallocation to other entities.

Sam Betters, Executive Director of the Loveland Housing Authority stated currently there is no particular use for the bonds but will be used in the future for the next affordable development for the Windsor Housing Authority.

Mr. Baker inquired if the Windsor Housing Authority is not eligible to utilize the bonds.

Mr. Betters stated the Windsor Housing Authority is eligible and that is where the reallocation will be going. The Loveland Housing Authority is actually the manager of the Windsor Housing Authority. The last time the allocation was received from the Town of Windsor, the allocation was combined with approximately \$10 million from Loveland's allocation to complete the Windsor Meadows II project.

Ms. Melendez inquired if the reallocation can only be used on a Windsor project or if the Windsor Housing Authority could allocate it for a project elsewhere.

Mr. Betters stated the resolution that was passed by the Windsor Housing Authority restricts the use of the bonds to Windsor; it does not restrict them to the Windsor Housing Authority so there may be another eligible project in Windsor by another developer that is building affordable housing.

Ms. Melendez inquired as to how long the bonds can be kept before they need to be used.

Mr. Betters stated the bonds need to be used within three years or they will be lost.

Mr. Adams inquired if there are thoughts on how the bonds could be used in Windsor.

Mr. Betters stated it can be difficult to use the bonds in the small allotments that are received by the Town of Windsor. The Town gets a small allotment because it is based on population. In order to complete a project, funds need to be assembled to the neighborhood of \$8-\$10 million worth of bonds for a development.

Mr. Boudreau inquired that if the bonds are not allocated to the Windsor Housing Authority that they will be returned to the state.

Mr. Moyer stated if the bonds are not assigned they will automatically be returned to the state pool to be used somewhere else in the state. Another allocation will be received next year.

Mr. Boudreau inquired as to where the bonds come from.

Mr. Moyer stated the bonds come from the State of Colorado that has allocated roughly \$252 million to counties and municipalities of which Windsor receives \$1.86 million.

Mr. Betters stated the bonds ultimately come from the United States Treasurer and they are allocated to the states based on population and then the state allocates to municipalities based on population. The bonds are not money but it is the authority to sell tax exempt bonds.

Mr. Baker inquired as to how the bonds would be paid back.

Mr. Betters stated once the transaction is executed with the bonds, the real estate themselves become the surety of the payback.

Town Board Member Bennett moved to approve Resolution No. 2016-64; 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.

D. COMMUNICATIONS

1. Communications from the Town Attorney

Mr. McCargar stated a timeline was previously presented to the Board for appointing a successor to Judge Manning which included a timeframe for qualified candidates to submit applications and then the attorney would review the applications and set aside the ones that did not meet minimum qualifications. Once the qualified candidates were identified, the Board would review the candidates and make decisions on who would be interviewed. After discussions with the Town Clerk and the Town Manager, an alternative is being suggested to appoint a small committee consisting of the Mayor, a Town Board Member and the Town Attorney to review the qualified candidates and identify the candidates that will be reviewed by the Town Board.

The Board is in agreement with the change and Town Board Member Adams volunteered to assist the Mayor and Town Attorney.

2. Communications from Town Staff

Chief Klimek provided the Town Board Members the opportunity for a ride along with the police department.

Mr. Baker inquired as to how long the ride along would be.

Mr. Klimek stated it would be up to the individual but they are usually limited to approximately four hours.

Ms. Melendez inquired as to what citizen service is on the report provided by the police department.

Mr. Klimek stated that would be things like locked car doors or information provided to citizens.

Mr. Arnold stated that report is in the process of being updated.

Ms. Garcia informed the Board that election ballots will be mailed to active registered voters beginning Monday October 17, 2016. Early voting starts on October 24, 2016. The deadline to

register to vote by mail or online and receive a ballot is October 31, 2016. Faith United Church in Windsor will be a full service voting center for Weld County residents. The Larimer County Courthouse and Department of Motor Vehicles in Loveland as Estes Park will also have full service voting centers for Larimer County residents.

Ms. Van Meter informed the Board of the Activities surrounding Cities and Towns Week including the police officers having lunch at the elementary schools, Mayor Melendez speaking at Mountain View Elementary, Hard Hat tour of the CRC expansion and a Touch-a-Truck event at the pre-schools with a police cruiser, front end loader and a fire truck. All events will be posted on social media.

3. Communications from the Town Manager

Mr. Arnold reminded the Town Board of the Kern Board meeting immediately following. A NISP tour is scheduled for the work session on September 19, 2016 beginning at 5:00. Following the NISP tour, a special meeting will be requested to hold an executive session for purposes of negotiations. Some of the items being discussed through September include month include the Greeley Loveland Water Irrigation Company proposal, water rate updates and winter averaging for commercial and industrial accounts. A joint work session will take place with the Planning Commission on October 3, 2016 as Gould Evans has been selected as the consultants for the Chapter 15-17 code review project.

A report will be prepared for the Board regarding Village East.

A budget meeting will also take place on October 8, 2016 beginning at 8:00 a.m.

4. Communications from Town Board Members

Mr. Boudreau informed the Board that he will not be attending the meeting on September 15, 2016.

Mr. Adams thanked members of the Board for their participation at the Harvest Festival as well as town staff that were involved.

Ms. Melendez also thanked all that participated in the Harvest Festival.

E. ADJOURN

Town Board Member Morgan moved 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 7:48 p.m.

Krystal Eucker, Deputy Town Clerk



TOWN BOARD SPECIAL MEETING
September 19, 2016 - 8:00 P.M.
or immediately following the NISP Tour
First Floor Conference Room
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.

MINUTES

A. CALL TO ORDER

Mayor Melendez called the meeting to order at 7:59 p.m.

1. Roll Call

Mayor
Mayor Pro Tem

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

Absent:

Also Present:

Town Manager
Town Attorney
Town Clerk/Assistant to Town Manager
Director of Economic Development

Kelly Arnold
Ian McCargar
Patti Garcia
Stacy Johnson

B. 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 the Windsor Mill & Elevator property redevelopment. (Kelly Arnold)

Town Board Member Rennemeyer motioned to go into executive session pursuant to Colorado Revised Statutes § 24-6-402 (4)(e) (I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect to the Windsor Mill & Elevator property redevelopment. (Kelly Arnold); Town Board Member Bennett seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Bennett, Rennemeyer, Adams, Melendez; Nays- None; Motion passed.

Upon a motion duly made, the Town Board returned to the regular meeting at 10:19 p.m.

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

Upon returning to the regular meeting, Mayor Melendez advised that if any participants in the Executive Session believed the session contained any substantial discussion of any matters not

included in the motion to convene the Executive Session, or believed any improper action occurred during the Session in violation of the Open Meetings Law; such concerns should now be stated. Hearing none, the Regular Meeting resumed at 10:20 p.m.

C. ADJOURN

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

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

Deputy Town Clerk, Krystal Eucker



MEMORANDUM

Date: September 26, 2016
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Doug Roth, Civil Engineer
Re: Resolution Accepting a Deed of Dedication for WCR 21 ROW
Item #: B.2.

Background / Discussion:

Recently road widening work was completed on Weld County Road 21 near the intersection of WCR 21 and State Highway 392. Improvements included adding a southbound right turn lane and six foot paved shoulder. Upon completion of paving work it became apparent that roadside drainage was inadequate. Staff worked with the contractor, design consultant and adjacent property owner to come up with an acceptable roadside ditch line modification.

The proposed modification requires acquisition of a strip of ROW along the west side of WCR 21 as depicted in the attached Deed of Dedication for ROW. Staff negotiated a price for the ROW with the property owner. The value arrived at is the same per acre price paid for the John Law Channel easement north of State Highway 392 adjacent to the WCR 21 ROW acquisition area.

Financial Impact:

Financial impact is \$1,250 for purchase of the ROW. Source of funding is CIF Land Account (04-429-84100-000)

Relationship to Strategic Plan:

Acceptance of the Deed of Dedication for ROW supports thoughtful framework and supportive infrastructure related to traffic and roadways as outlined in Windsor's Strategic Plan.

Recommendation:

Staff recommends passing Resolution No. 2016-65 – A Resolution Approving and Accepting a Deed of Dedication for Right of Way on the West Side of Weld County Road 21, North of Highway 392

Attachments:

Deed of Dedication for ROW

TOWN OF WINDSOR

RESOLUTION NO. 2016-65

A RESOLUTION APPROVING AND ACCEPTING A DEED OF DEDICATION FOR RIGHT OF WAY ON THE WEST SIDE OF WELD COUNTY ROAD 21, NORTH OF HIGHWAY 392, 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 is responsible for a system of utilities, public access and public egress routes within its corporate limits; and

WHEREAS, in keeping with sound land use practices, the Town requires the dedication of rights of way for such public purposes in conjunction with the development of land within the Town; and

WHEREAS, the dedication of the right of way is intended to provide for public use a perpetual right of way for street, road, sidewalk and utility purposes the strip of land located on the west side of Weld County Road 21, north of Highway 392, as depicted on the recorded plat thereof; and

WHEREAS, the property owner has tendered a Deed of Dedication for Right of Way dated August 26, 2016 (“Deed of Dedication”), a copy of which is attached hereto and incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town Board has reviewed the Deed of Dedication and has concluded that its approval and acceptance is in the public interest.

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

Section 1. The attached Deed of Dedication for Right of Way is hereby approved and accepted.

Section 2. The Mayor is hereby authorized to execute the Acceptance section of the attached Deed of Dedication on behalf of the Town.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 26th day of September, 2016.

TOWN OF WINDSOR, COLORADO

By: _____
Kristi Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

DEED OF DEDICATION FOR RIGHT OF WAY

The undersigned, Donald H. Scott, and Mary Sue Scott ("Grantor"), in consideration of the sum of One-thousand Two-hundred-Fifty Dollars (\$1,250.00) and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby dedicate, grant, transfer and convey to the TOWN OF WINDSOR, COLORADO, a municipal corporation ("Town"), for public use as a perpetual right-of-way for street, road, storm drainage and utility purposes on, over, across, under, along and within the real property in Weld County, Colorado ("County") as described in the legal description and sketch attached hereto as Exhibit A ("Property"), incorporated herein by this reference as if set forth fully, with all appurtenances. Grantor warrants title to the same, free and clear of all liens and encumbrances, subject to reservations and exceptions of record.

Acceptance of this conveyance by the Town shall not impose upon the Town any obligation for opening, widening, installation, improvement or maintenance of the Property, which obligation shall arise, if at all, by separate action of the Town Board of the Town.

DATED this 26 day of AUGUST, 2016.

[Remainder of this page intentionally left blank - - signatures on following pages]

GRANTOR

Donald H. Scott

Donald H. Scott

GRANTOR

Mary Sue Scott

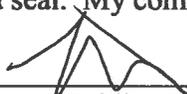
Mary Sue Scott

ACKNOWLEDGEMENT

STATE OF COLORADO)

COUNTY OF Larimer) ss:

The foregoing instrument was acknowledged before me this 26 day of August, 2016, by Donald H. Scott. Witness my official hand and seal. My commission expires:



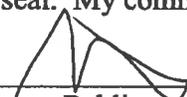
Notary Public

ACKNOWLEDGEMENT

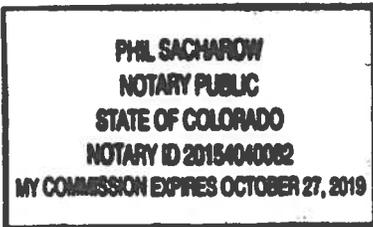
STATE OF COLORADO)

COUNTY OF Larimer) ss:

The foregoing instrument was acknowledged before me this 26th day of August, 2016, by Mary Sue Scott. Witness my official hand and seal. My commission expires:



Notary Public



ACCEPTANCE

The Town of Windsor hereby accepts the above Deed of Dedication for Right-of-Way for municipal purposes as defined herein.

Dated this ____ day of _____, 2016.

TOWN OF WINDSOR, COLORADO
a Colorado municipality

Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

APPROVED AS TO FORM:

Ian D. McCargar, Town Attorney

EXHIBIT A
COUNTY ROAD 21 ROW
ACQUISITION

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH PM, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF , SAID SECTION 15, MONUMENTED WITH A 3 1/4" ALUMINUM CAP STAMPED LS 22098;

THENCE NORTH 00°03'18" WEST FOR 100.21 FEET ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 15 TO THE EXTENDED NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 392;

THENCE SOUTH 88°48'15" WEST FOR 30.01 FEET ON SAID EXTENDED NORTH RIGHT OF WAY LINE TO THE WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 21 AND THE POINT OF BEGINNING;

THENCE SOUTH 88°48'15" WEST FOR 25.21 FEET ON THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 392;

THENCE NORTH 44°56'42" EAST FOR 23.62 FEET;

THENCE NORTH 00°03'18" WEST FOR 287.97 FEET PARALLEL WITH AND 38.50 FEET WEST OF SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15;

THENCE NORTH 89°56'42" EAST FOR 8.50 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF WELD COUNTY ROAD 21;

THENCE SOUTH 00°03'18" EAST FOR 304.17 FEET ON SAID EXISTING WEST RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

CONTAINS 2,723 SQUARE FEET OR 0.063 ACRES.

BASIS OF BEARING: THE EAST LINE THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH PM, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO AS REFERENCED TO THE FINAL PLAT OF VILLAGE EAST SUBDIVISION, BEARS NORTH 00°03'18" WEST FOR 2644.74 FEET BETWEEN THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER MONUMENTED WITH A 3 1/4" ALUMINUM CAP STAMPED LS 22098; AND THE EAST QUARTER CORNER OF SAID SECTION 15 MONUMENTED WITH A 3 1/4" ALUMINUM CAP STAMPED LS 22098, WITH ALL OTHER BEARINGS REFERENCED THERETO.



LAMP RYNEARSON
& ASSOCIATES

4715 Innovation Drive 970.226.0342 | P
Fort Collins, CO 80525 970.226.0879 | F
www.LRA-Inc.com

DRAWN BY	DESIGNED BY	REVIEWED BY	PROJECT - TASK NUMBER	DATE	BOOK AND PAGE	REVISIONS
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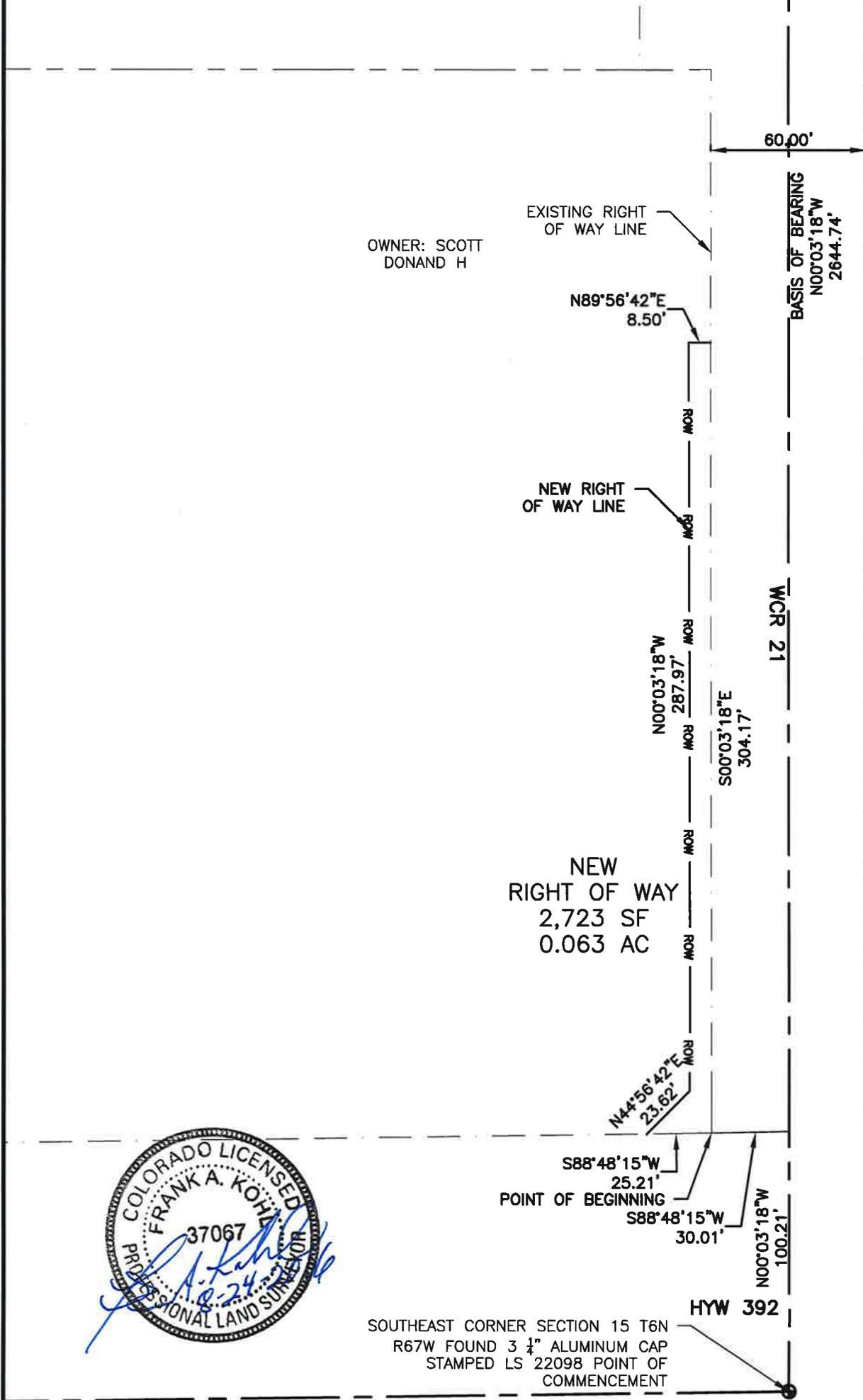
VJG			0215029.01			
P:_Engineering\0215029 Village East\SURVEY\DRAWINGS\WCR 21 Right of						
Way\0215029 - ROW - EXPT.dwg						

EXHIBIT A

EAST QUARTER CORNER SECTION 15
T6N R67W FOUND 3 1/4" ALUMINUM
CAP STAMPED LS 22098 IN
MONUMENT BOX

OWNER: WESTERN SUGAR
COOPERATIVE

OWNER: SCOTT
DONAND H



POINT OF BEGINNING
S88°48'15"W 25.21'
S88°48'15"W 30.01'
N00°03'18"W 100.00'

SOUTHEAST CORNER SECTION 15 T6N
R67W FOUND 3 1/4" ALUMINUM CAP
STAMPED LS 22098 POINT OF
COMMENCEMENT



0 50
SCALE: 1" = 50'
U.S. SURVEY FEET



LAMP RYNEARSON
& ASSOCIATES

4715 Innovation Drive 970.226.0342 | P
Fort Collins, CO 80525 970.226.0879 | F
www.LRA-inc.com

DRAWN BY	DESIGNED BY	REVIEWED BY	PROJECT - TASK NUMBER	DATE	BOOK AND PAGE	REVISIONS
VJG			0215029.01			

PATH\FILENAME P:_Engineering\0215029 Village East\SURVEY\DRAWINGS\WCR 21 Right of



MEMORANDUM

Date: September 26, 2016
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Terry Walker, Director Public Works
Re: Resolution Approving and Adopting an IGA with CDOT
Item #: B.3.

Background / Discussion:

This is a resolution approving and adopting the Intergovernmental Agreement between the Town of Windsor and the State of Colorado Department of Transportation (“CDOT”) with the respect to maintenance services for traffic control devices and State Highways.

This agreement between CDOT and the Town of Windsor is to provide some or all of the certain Highway maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Town a negotiated fixed rate for the services.

Financial Impact:

The previous contract with CDOT paid us \$9,585.00 per year. This new five year contract will pay us \$21,380.25. The increase is based on lane miles instead of center line miles as per the old agreement.

	Budget	Proposed	Note
Revenue	\$0	\$21,380.25	
Expense	\$0	\$	
Net		\$	

Relationship to Strategic Plan:

Thoughtful Framework and Supportive Infrastructure.

Recommendation:

Staff recommends approval of a five year contract in the amount of \$21,380.25 per year.

Attachments:

Resolution No. 2016-66 – A Resolution Approving and Adopting the Intergovernmental Agreement between the Town of Windsor and the State of Colorado Department of Transportation (“CDOT”) with respect to Maintenance Services for Traffic Control Devices and State Highways

CDOT contract

TOWN OF WINDSOR

RESOLUTION NO. 2016-66

A RESOLUTION APPROVING AND ADOPTING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR AND THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION (“CDOT”) WITH RESPECT TO MAINTENANCE SERVICES FOR TRAFFIC CONTROL DEVICES AND STATE HIGHWAYS

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

WHEREAS, the citizens of and visitors to the Town rely upon a variety of local, state and federal roadways for efficient transportation of people and goods; and

WHEREAS, by law, CDOT may contract with municipal governments for construction and maintenance of state highways within municipalities; and

WHEREAS, the Town and CDOT have a history of cooperation with respect to highway construction, improvements, traffic control devices and maintenance agreements; and

WHEREAS, CDOT and the Town have negotiated an Intergovernmental Agreement for Maintenance Services for Traffic Control Devices and State Highways (“IGA”), a copy is attached hereto and incorporated herein as if set forth fully; and

WHEREAS, under the IGA, the Town will provide some or all Highway maintenance services on state highways located within Windsor, and will receive compensation from CDOT at an agreed rate; and

WHEREAS, §29-1-203(1) of the Colorado Revised Statutes authorizes governmental entities to cooperate with one another to provide any function or service lawfully authorized to each; and

WHEREAS, the Town Board has reviewed the attached Contract, and finds that the Contract is proper in all respects.

NOW, THEREFORE, be it resolved by the Town Board for the Town of Windsor, Colorado, as follows:

1. The attached *Intergovernmental Agreement for Maintenance Services for Traffic Control Devices and State Highways* 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 26th day of September, 2016.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

(State SHWY Mtce)
Town of Windsor (wma)

Rev 10/03
Region: R4

CONTRACT

THIS AGREEMENT is entered into by and between Town of Windsor (hereinafter called the "Local Agency" or "Contractor"), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the "State" or "CDOT").

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function: 2400 , GL Account: 4541000020 , and Order: 1000045281. (**Contract Encumbrance Amount: \$21,380.25**).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-135(1)(i) C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the state highway system within cities and incorporated towns.
4. The parties desire to enter this Contract for the Contractor to provide some or all of the certain Highway maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost.
6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance of traffic control devices on the state highway system as hereinafter set forth.
7. The Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Local Agency shall perform all Maintenance Services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in Section 22 of this Contract
2. This Contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit C** (Option Letter)
5. **Exhibit D** (Encumbrance Letter).

Section 3. Term

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, whichever is later. The term of this contract shall be for a term of **FIVE (5) years**. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefore.

Section 4. Project Funding and Payment Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
- B. Subject to the terms of the scope of work, for the satisfactory performance of the maintenance services on the Highways, as described in **Exhibit A**, the State shall pay the Local Agency upon receipt of the Local Agency's invoices as provided. Local Agency will invoice the state for the full amount at the beginning of the performance period, with the understanding that the payment is to go through the end of the fiscal year (7/1 to 6/30). The lump sum payment shall be based solely on the rate negotiated by the parties per lane miles of the highways. The total of such payments during the Fiscal year shall not exceed the maximum amount per year, listed in Section 4, C, determined by the formula of "rate X lane miles".
- C. The Local Agency will provide Maintenance Services as described in **Exhibit A**, for a **total maximum amount of \$21,380.25 per State fiscal year, and a maximum contract total shall not exceed the cumulative five-year total of \$106,901.25**. The negotiated rate per mile shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 45 days.
- D. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in **Exhibit A**.
- E. The statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the Maintenance Services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accord with standard Local Agency billing standards.
- F. If the Local Agency fails to satisfactorily perform the Maintenance Services or if the statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5: State & Local Agency Commitments:

- A. The Local Agency shall perform the Maintenance Services for the certain State Highway System locations described herein. Such services and locations are detailed in **Exhibit A**.
- B. The Local Agency shall operate and maintain the highway miles as listed on **Exhibit A**. As used herein the term "maintenance services" shall mean only those maintenance services normally performed by the State to comply with its responsibility under §§43-2-102 and 43-2-135, C.R.S., as described in the State's then current "Maintenance Management Information Manual", as amended, which is incorporated herein by this reference. The Local Agency shall obtain a copy of that Manual from the State before it performs any Maintenance Services under this contract. Maintenance Services do not include reconstruction of portions of the highways destroyed by major disasters, fires, floods, or Acts of God. Provided, however, that the Local Agency shall give the State immediate notice of the existence of any such conditions on the Highways.)
 1. Maintenance Services to be performed by the Local Agency, at State expense, for the Highways under this contract shall include (without limitation) the following services:
 - a. Removal of snow, sanding and salting.
 - b. Patching, making safe, repairing, spot reconditioning, spot stabilization and spot seal coating, including shoulders, and damage caused by ordinary washouts.
 - c. Painting of bridges, of other structures, and of highway appurtenances.
 - d. Warning the State's representative of any "dangerous condition" (as defined in §24-10-103(1) C.R.S., as amended), and/or repairing that condition.
 - e. Inspecting State Highway signing and regulatory devices on the Highways at least weekly and notifying the State's Regional Transportation Director as soon as the Local Agency has notice of any State Highway signing and regulatory devices in need of repair.
 2. Local Agency shall also continue to perform, at its own expense, all activities/duties on the Highways that Local Agency is required to perform by §43-2-135 (1) (a) and (e), C.R.S., as amended, including, but not limited to: cutting weeds and grasses within the State's right of way; fence maintenance; cleaning of roadways, including storm sewer inlets and catch basins; cleaning of ditches; and repairing of drainage structures, excluding storm sewers.

- C. The Local Agency shall perform all Maintenance Services on an annual basis. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or their representative, shall determine the then current applicable maintenance standards for the Maintenance Services. Any standards/directions provided by the State's representative to the Local Agency concerning the Maintenance Services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.
- D. The Local Agency shall perform the Maintenance Services in a satisfactory manner and in accordance with the terms of this contract. The State reserves the right to determine the proper quantity and quality of the Maintenance Services performed by the Local Agency, as well as the adequacy of such services, under this contract. The State may withhold payment, if necessary, until Local Agency performs the Maintenance Services to the State's satisfaction. The State will notify the Local Agency in writing of any deficiency in the Maintenance Services. The Local Agency shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the Local Agency, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the Local Agency, or to bill the Local Agency for such work.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

- A. This Contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway Maintenance Services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination. Notwithstanding subparagraph A above, this contract may also be terminated as follows:
- B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 4. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 4 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State
CDOT Region: 4
Tim Miles
Project Manager
10601 West 10th Street
Greeley, CO 80634
970-350-2179
tim.miles@state.co.us

If to the Local Agency
Town of Windsor
Terry J. Walker
Public Works Director
301 Walnut Street
Windsor, CO 80550
970-674-2400
twalker@windsorgov.com

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 16. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment

Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), and be based on an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.

B. Option Letter

- a. The State may increase/decrease the quantity of goods/services described in **Exhibit A** at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit C**.
- b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.

C. State Encumbrance Letter

The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

Section 18. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of

its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supersede other agreements

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

Section 20. Subcontractors

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subcontractor. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subcontractor. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State; which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 21. Statewide Contract Management System

If the maximum amount payable to Local Agency under this contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §Statewide Contract Management System applies.

Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of Local Agency performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Local Agency's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Local Agency's performance shall be part of the normal contract administration process and Local Agency's performance will be systematically recorded in the statewide contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Local Agency's obligations under this contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Local Agency's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the contract term. Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation, and showing of good cause, may debar Local Agency and prohibit Local Agency from bidding on future contracts. Local Agency may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Local Agency, by the Executive Director, upon showing of good cause.

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Section 22. Special Provisions

These Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL.** CRS §24-30-202(1). This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY.** CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET.** CRS §§24-30-202 (1) and 24-30-202.4. *[Not Applicable to intergovernmental agreements]* Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.;

(c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

- 11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.** *[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.*
- 12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Section 23. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p>THE LOCAL AGENCY Town of Windsor</p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____</p> <p>*Signature</p> <p>Date: _____</p>	<p>STATE OF COLORADO John W. Hickenlooper Department of Transportation</p> <p>By _____</p> <p>Joshua Laipply, P.E., Chief Engineer (For) Shailen P. Bhatt, Executive Director</p> <p>Date: _____</p>
<p>2nd Local Agency Signature if needed</p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____</p> <p>*Signature</p> <p>Date: _____</p>	<p>STATE OF COLORADO LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>By _____</p> <p>Signature – Assistant Attorney General</p> <p>Date: _____</p>

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.

<p>STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Colorado Department of Transportation</p> <p>Date: _____</p>

EXHIBIT A – SCOPE OF WORK

Scope of Work

Colorado Department Of Transportation Scope Of Work For Maintenance Performed Duties By The City Of Windsor.

(for fiscal year 2017, 7/1/16 to 6/30/17)

The Local Agency shall perform all “maintenance services” for the State Highway and US Highway System segments described herein, SH 257A MP 9.590 to MP 12.000, SH 392A MP 100.500 to MP 104.470, located within the Local Agency’s jurisdiction, for a total of 6.390 center line miles which is equivalent to 6.76 lane miles, as detailed in Exhibit A, attached hereto and incorporated herein by this reference. To include current and future park-and-ride locations within the local Agencies jurisdiction. All work will be performed in accordance to standards set by the state maintenance section.

Section 43-2-102 and 103, C.R.S require the state to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system;

The parties also intend that the Local Agency shall remain responsible to perform any services and duties on state highways that are the responsibility of the Local Agency under applicable law, at its own cost;

The Local Agency has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

SH 257A

MP 9.590 to MP 12.000

9.64 lane miles

SH 392A

MP 100.500 to MP 104.470

19.85 lane miles

29.49 lane miles

x \$725.00 per lane mile

\$21,380.25 per year payment to

The Town of Windsor

FLEXIBLE PAVEMENT PATCHING/ MINOR REPAIRS

Patching small areas of bituminous roadway curb and ditch to correct abrupt depressions, potholes, edge failure or surface cracking, buckling, or spalling. Includes work with the small patch machine, curb machine and planning done with motor grader. All hand patching and minor curb and gutter repair of bituminous material to be shown under this activity.

RIGID PAVEMENT PATCHING/ MINOR REPAIRS

Patching small areas of concrete roadway, curb and ditch to correct abrupt depressions, potholes, edge failure or surface cracking, buckling, or spalling. Includes patching of P.C.C. pavement with bituminous concrete. All hand patching and minor curb and gutter repair of concrete material to be shown under this activity.

CRACK SEALING FLEXIBLE PAVEMENT- HAND

Deterioration of bituminous pavement due to excessive cracking and spalling. Cleaning and filling cracks in roadway surface with crack filler material to prevent spalling and entry of water and debris.

CRACK & JOINT SEALING RIGID PAVEMENT-HAND

Deterioration of concrete pavement due to excessive cracking, spalling and joint failure. Cleaning and filling cracks and joints in roadway surface with crack and joint filler material to prevent spalling and e of water and debris. Includes routing joints, and replacement of backer rods and joints.

BASE STABILIZATION AND REPAIR

Removal and replacement of base and surface material using premixed bituminous material and/or required base material to correct severe cracking, upheavals, and base failures. Includes raising and leveling concrete slabs by mud jacking.

FENCE, GATE, CATTLEGUARD CLEANING & MAINTENANCE

Repair, replace or install fence, cattle guards and gates located on or within the Right-of-Way limits. Clean dirt, vegetation or debris from fence line. Also includes any fence taken down and not replaced (with landowner consent, if applicable).

SINGLE POST SIGN – INSTALLATION, MAINTENANCE & REPLACEMENT

Install, replace or repair signs and signpost damaged by accident, vandalism or deterioration. Includes single-posted outdoor advertising sign, mailbox repair, and all breakaway features on signs. Report to this Activity when new signs are being installed where none previously existed or when removing single-posted outdoor advertising signs.

MULTI POST SIGN - INSTALLATION, MAINTENANCE & REPLACEMENT

Install, replace or repair signs and signpost damaged by accident, vandalism or deterioration. Includes two or more posted outdoor advertising sign, mailbox repair, and all breakaway features on signs. Report to this Activity when new signs are being installed where none previously existed or when removing multi-posted outdoor advertising signs.

DELINEATOR, REFERENCE POST INSTALLATION, MAINTENANCE & REPLACEMENT

Install, straighten, paint, clean or replace delineator posts, reflectors, or reference posts to maintain desired traffic control. Includes the posts for delineators and reference posts (mile marker posts) and guardrail and median barrier delineation.

METAL GUARD RAIL MAINTENANCE, INSTALLATION, STRAIGHTENING

New installation, repair, replace, clean or remove rail sections, SRT or Safety end treatments, post and hardware damaged by accident, vandalism or normal deterioration. Includes damaged metal guardrail with straightening machine.

CONCRETE GUARDRAIL MAINTENANCE & INSTALLATION

Repair, installation and maintenance of all concrete guardrail.

BRIDGE / STRUCTURE PAINTING

Painting of all structural members and railings to prevent deterioration. This will include the preparation for painting. Also includes painting done to cover graffiti.

SNOW REMOVAL & TRACTION APPLICATION (SANDING, DEICERS)

Removing snow, ice and slush from the roadway, shoulders and ramps; plowing or blading with trucks or graders to keep roads open and reduce weather related hazardous driving conditions, including the application of chemicals and abrasives to continuous sections or roadway or isolated spots

EXHIBIT C – OPTION LETTER

SAMPLE OPTION LETTER

Date: _____ State Fiscal Year: _____ Option Letter No. _____

SUBJECT: [Amount of goods/Level of service change]

In accordance with Paragraph(s) _____ of contract routing number _____, [original Routing #], between the State of Colorado Department of Transportation and [Local Agency name] covering the period of [July 1, 20__ through June 30, 20__], the state hereby exercises the option for an additional one year's performance period at the cost/price specified in [Section, Paragraph or Exhibit], and a/an [increase/decrease] in the amount of goods/services at the same rate(s) as specified in [Section, Paragraph or Exhibit].

The amount of funds available and encumbered in this contract is [increased/decreased] by [\$ amount of change] to a new total funds available of [\$ _____] to satisfy services/goods ordered under the contract for the current fiscal year, [FY__]. The first sentence in Paragraph _____ is hereby modified accordingly. The total contract value to include all previous amendments, option letters, encumbrance letters, etc... is [\$ _____].

APPROVALS:

State of Colorado:
John W. Hickenlooper, Governor

By: _____ Date: _____
[for Executive Director, Colorado Department of Transportation]

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Department of Transportation

Date: _____

EXHIBIT D – ENCUMBRANCE LETTER

SAMPLE ENCUMBRANCE LETTER

Date:	State Fiscal Year:	Encumbrance Letter No.	Routing #
--------------	---------------------------	-------------------------------	------------------

- 1) **Encumber fiscal year funding in the contract.**
- 2) **PROVISIONS:** In accordance with Section(s) _____ of the original Contract routing number _____ between the State of Colorado, Department of Transportation, and [*Contractor's Name*], covering the term [*Insert Orig start date*] through [*Insert Current ending date*], the State hereby encumbers funds for the goods/services specified in the contract for fiscal year _____.

The amount of the current Fiscal Year encumbrance is [*\$ amount of change*] bringing the total actual encumbrance for the contract to [*Insert New \$ Amt*] as consideration for services/goods ordered under the contract for the current fiscal year _____.

Requisition #	CDOT Document #	Doc Line #	WBS or Fund Center #	Change Amount

The total contract actual encumbered value including all previous amendments, option letters, encumbrance letters, etc. is [*Insert New \$ Amt*].

- 3) **EFFECTIVE DATE.** The effective date of this Encumbrance Letter is upon approval of the State Controller or July 1, 20 _____, whichever is later.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Department of Transportation

By: _____
(For) Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Date: _____



MEMORANDUM

Date: September 26, 2016
To: Mayor and Town Board
Via: Regular Meeting materials
From: Ian D. McCargar, Town Attorney
Re: Quit Claim Deed, Windshire Subdivision minerals
Item #: B.4.

Background / Discussion:

The developer of the Windshire Park Subdivision has requested that the Town clarify the ownership of mineral and oil and gas rights lying under streets dedicated to the Town during the subdivision process. Although there has been some dispute in the law over whether street dedications give the Town the rights to minerals, we have in the past approved simple quit claim deeds to make clear our intent that the minerals remain the property of the developer. The amount of mineral rights in question is minimal in most cases, and we have concluded that arguing over ownership is not in the Town's interests.

Financial Impact: None

Relationship to Strategic Plan: Prosperous local economy

Recommendation: Approve Resolution Approving the Transfer of Mineral and Oil and Gas Rights Under Town-Owned Streets in the Windshire Park Subdivision and Windshire Park Subdivision Third Filing. Simple majority required.

Attachments:

Resolution No. 2016-67 – A Resolution Approving the Transfer of Mineral and Oil and Gas Rights Under Town-Owned Streets in the Windshire Park Subdivision and Windshire Park Subdivision Third Filing

Quit Claim Deed

TOWN OF WINDSOR

RESOLUTION NO. 2016-67

A RESOLUTION APPROVING THE TRANSFER OF MINERAL AND OIL AND GAS RIGHTS UNDER TOWN-OWNED STREETS IN THE WINDSHIRE PARK SUBDIVISION AND WINDSHIRE PARK SUBDIVISION THIRD FILING

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

WHEREAS, under its customary land development policies, the Town requires the dedication of streets, alleys and utility easements as part of the subdivision platting process; and

WHEREAS, the final plats for the Windshire Park Subdivision and Windshire Park Subdivision Third Filing (“Plats”) were approved by the Town and contained standard street dedication language; and

WHEREAS, by accepting the Plats’ dedication of streets, the Town did not intend to permanently receive any oil and gas interests lying beneath the streets as platted ; and

WHEREAS, the owner/Developer of the Windshire Park Subdivision and Windshire Park Subdivision Third Filing has requested clarification of the mineral and oil and gas rights; and

WHEREAS, the Town Board believes it appropriate to clarify ownership of the mineral and oil and gas rights lying under the dedicated streets in these subdivision, and is prepared to do so by Quit Claim Deed in the form attached.

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

1. The attached Quit Claim Deed from the Town of Windsor to Windsor Farm Investments, LLC, is hereby approved.
2. The Mayor is hereby authorized to execute the attached Quit Claim Deed on the Town’s behalf.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 26th day of September, 2016.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

QUIT CLAIM DEED

THIS DEED, dated this 26th day of September, 2016, between TOWN OF WINDSOR, a Colorado home rule municipal corporation ("Grantor"), and WINDSOR FARM INVESTMENTS, LLC, a Colorado limited liability company, the mailing address of which is 1927 Wilmington Drive, Suite 101, Fort Collins, Colorado 80528, of the County of Larimer, State of Colorado ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold, and quit claimed, and by these presents does remise, release, sell, and quit claim unto Grantee, its successors and assigns, forever, all the right, title, interest, claim, and demand which Grantor has in and to the following:

All oil, gas, and other minerals and mineral rights located in, on, or under the surface of the real property located in Weld County, Colorado, which is legally described on Exhibit "A" attached hereto and incorporated herein by reference.

(Vacant land, no street address assigned)

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit, and behoof of Grantee, its successors and assigns, forever.

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

TOWN OF WINDSOR

By _____
Kristie Melendez, Mayor

ATTEST:

Town Clerk

[Seal]

APPROVED AS TO FORM:

Ian D. McCargar, Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of September, 2016, by Kristie Melendez, in her capacity as Mayor, and Patti Garcia, in her capacity as Town Clerk, of the TOWN OF WINDSOR.

WITNESS my hand and official seal.

My commission expires:

Notary Public

EXHIBIT "A" ATTACHED TO AND MADE A PART OF THE QUIT CLAIM DEED BETWEEN TOWN OF WINDSOR ("GRANTOR") AND WINDSOR FARM INVESTMENTS, LLC ("GRANTEE")

LEGAL DESCRIPTION
OF THE PROPERTY CONVEYED HEREBY

A parcel of land in the TOWN OF WINDSOR, Colorado, being a part of the Southeast Quarter (SE1/4) of Section Seven (7), and part of the Northeast Quarter (NE1/4) of Section Eighteen (18), all in 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:

COMMENCING at the Northeast Corner of said Section 18 and assuming the East line of said NE1/4 to bear South 00°23'10" East with all other bearings contained herein relative thereto:

THENCE South 00°23'10" East along said East line a distance of 129.31 feet to the Southwesterly Right-of-Way (ROW) line of the Burlington Northern Railroad (Formerly the Greeley Salt Lake and Pacific Railroad), said point being the POINT OF BEGINNING; THENCE continuing South 00°23'10" East along the East line of said NE1/4 a distance of 2514.62 feet to the East Quarter (E1/4) corner of said Section 18; THENCE South 89°04'28" West along the South line of said NE1/4 a distance of 2463.79 feet to Center Quarter (C1/4) corner of said Section 18; THENCE North 00°09'36" West along the West line of said NE1/4 a distance of 2657.04 feet to the North Quarter (N1/4) corner of said NE1/4; THENCE North 00°39'33" West along the West line of the SE1/4 of said Section 7 a distance of 1984.88 feet to the Southwesterly ROW line of the aforesaid Burlington Northern Railroad; THENCE along said Southwesterly ROW line by the following three (3) courses and distances: THENCE South 50°19'06" East a distance of 3068.56 feet to the South line of said SE1/4; THENCE South 89°22'40" West along said South line a distance of 38.65 feet; THENCE South 50°19'06" East a distance of 199.91 feet to the POINT OF BEGINNING.

ALSO KNOWN AS:

Windshire Park Subdivision in accordance with the Plat recorded June 14, 2005, under Reception No. 3294769 of the Weld County, Colorado records, Windshire Park Subdivision Second Filing in accordance with the Plat recorded December 6, 2006, under Reception No. 3439783 of the Weld County, Colorado records, and Windshire Park Subdivision Third Filing in accordance with the Plat recorded January 11, 2013, under Reception No. 3902349 of the Weld County, Colorado records.



MEMORANDUM

Date: September 26, 2016
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Scott Ballstadt, AICP, Director of Planning
From: Josh Olhava, AICP, Senior Planner
Subject: Resolution No. 2016-68 – A Resolution Initiating Annexation Proceedings for the South Gate 7th Annexation to the Town of Windsor, Colorado – VIMA Partners LLC, Owner / Tom Siegel, VIMA Partners LLC and John Meyers, TST Inc, Owner’s Representatives
Location: Southeast of and adjacent to the Crossroads Boulevard and 7th Street intersection
Item #: C.1

Background:

The applicant, represented by Mr. Tom Siegel, VIMA Partners LLC and Mr. John Meyers, TST Inc, is requesting to annex approximately 3.772 acres to the Town of Windsor as General Commercial (GC) zoned property, as illustrated in staff’s powerpoint. The property is surrounded by areas already annexed to the Town of Windsor. The applicant is working on plans for this site and the northern portion of Trautman 2nd Subdivision; however, since staff has not received a formal site development application, there are no further details to share at this time.

The Land Use Plan of the 2016 Comprehensive Plan identifies this property as ‘Estate Residential’ since it is adjacent to the platted Trautman 2nd Subdivision. The area north of the subject property and north of Crossroads Boulevard, known as the South Hill Subdivision, is identified as ‘General Commercial’ and ‘Multi-family’. The Comprehensive Plan identifies Crossroads Boulevard as a major east/west arterial and a future transit corridor that will include a mix of land uses.

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

Chapter 5b – Growth Framework

Goal:

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

Objective:

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

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

September 26, 2016

Town Board – memo – South Gate 7th Annexation Resolution No. 2016-68

Recommendation: Staff recommends that the Town Board approve Resolution No. 2016-68 Initiating Annexation Proceedings, as presented.

Notification: The Municipal Code does not require notifications for this Resolution

Enclosures: Resolution No. 2016-68
Annexation petition
Staff PowerPoint

pc: Tom Siegel, VIMA Partners, LLC, owner's representative
John Meyers, TST Inc, owner's representative

TOWN OF WINDSOR, COLORADO

RESOLUTION NO. 2016-68

A RESOLUTION INITIATING ANNEXATION PROCEEDINGS FOR THE SOUTH GATE 7TH ANNEXATION TO THE TOWN OF WINDSOR, COLORADO

WHEREAS, the Town Clerk has received an Annexation Petition dated September 7, 2016, a copy of which is attached hereto and incorporated herein by this reference as if set forth fully, seeking annexation of certain real property described therein and proposed as the “South Gate 7th Annexation”; and

WHEREAS, the Town Board desires to initiate annexation proceedings in accordance with the requirements of the *Windsor Municipal Code* and the Municipal Annexation Act of 1965.

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

The filing of the aforementioned Annexation Petition is hereby accepted, and annexation proceedings for the South Gate 7th Annexation are hereby initiated.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 26th day of September, 2016.

TOWN OF WINDSOR, COLORADO

Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

ANNEXATION PETITION

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

We the landowner of more than 50% of the territory, excluding public streets and alleys, in the northwest quarter of Section 4, Township 5 north, Range 67 West of the Sixth Principal Meridian, in Weld County; said parcel being more particularly described as follows:

Considering the north line of the northwest quarter of the northwest quarter of said Section 4 having an assumed bearing of N89°20'51"E with all other bearings relative thereto:

Commencing at the northwest corner of said section 4;

Thence S42°43'31"E a distance of 40.41 feet to a point on the east right of way of Weld County Road 17 as dedicated in a document recorded in Book 86, Page 273 and the POINT OF BEGINNING;

Thence on said east right of way S05°12'19"W a distance of 550.79 feet;

Thence N89°20'51"E a distance of 299.85 feet;

Thence N05°12'19"E a distance of 550.79 feet to a point on the north line of the northwest quarter of the northwest quarter of said Section 4;

Thence on the north line of the northwest quarter or the northwest quarter of said Section 4

S89°20'51"W a distance of 299.85 feet to the POINT OF BEGINNING; said territory containing 3.77 acres more or less; allege the following to be true and correct:

The perimeter of the proposed annexation has a distance of 1,701 feet, of which 1,701 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 urban or will be 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 held 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 comprise 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 approve 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 for the above described property.

Date

9-7-16

Owners Signature



Mailing Address

1625 Pelican Lakes Pt. #201

Windsor, CO 80550



September 8, 2016

Town Staff
Planning Department
Town of Windsor
301 Walnut Street
Windsor, CO 80550

Re: Hughes Farmhouse 29918 CR 17, Wndsor, CO 80550

Town of Windsor Development Review Team:

TST Consulting Engineers and Trollco appreciate your consideration in the matter of annexing the Hughes Farmhouse property into the Town of Windsor. As most of you are probably aware, the Hughes Farmhouse property is situated in between two properties that are currently annexed into the Town under the names of South Hill and Trautman Subdivision, east of Seventh Street/CR 17. The property is within Windsor's growth management area and is currently shown on the Town's Comprehensive Plan, with a proposed zoning of GC.

For these reasons, and because the property is already surrounded on two sides by land already annexed in to the Town, we feel that the annexing the property is in the Town's best interest.

We appreciate your time and consideration.

Regards,

TST, INC. CONSULTING ENGINEERS AND TROLLCO

John Meyers Jr, P.E.

Patrick McMeekin



Initiating Annexation South Gate 7th Annexation

Josh Olhava, AICP, Senior Planner
September 26, 2016
Town Board



Annexation

Article I of Chapter 15 of the Municipal Code outlines the purpose and procedures of the Annexation process, including:

Sec. 15-1-10. Purpose.

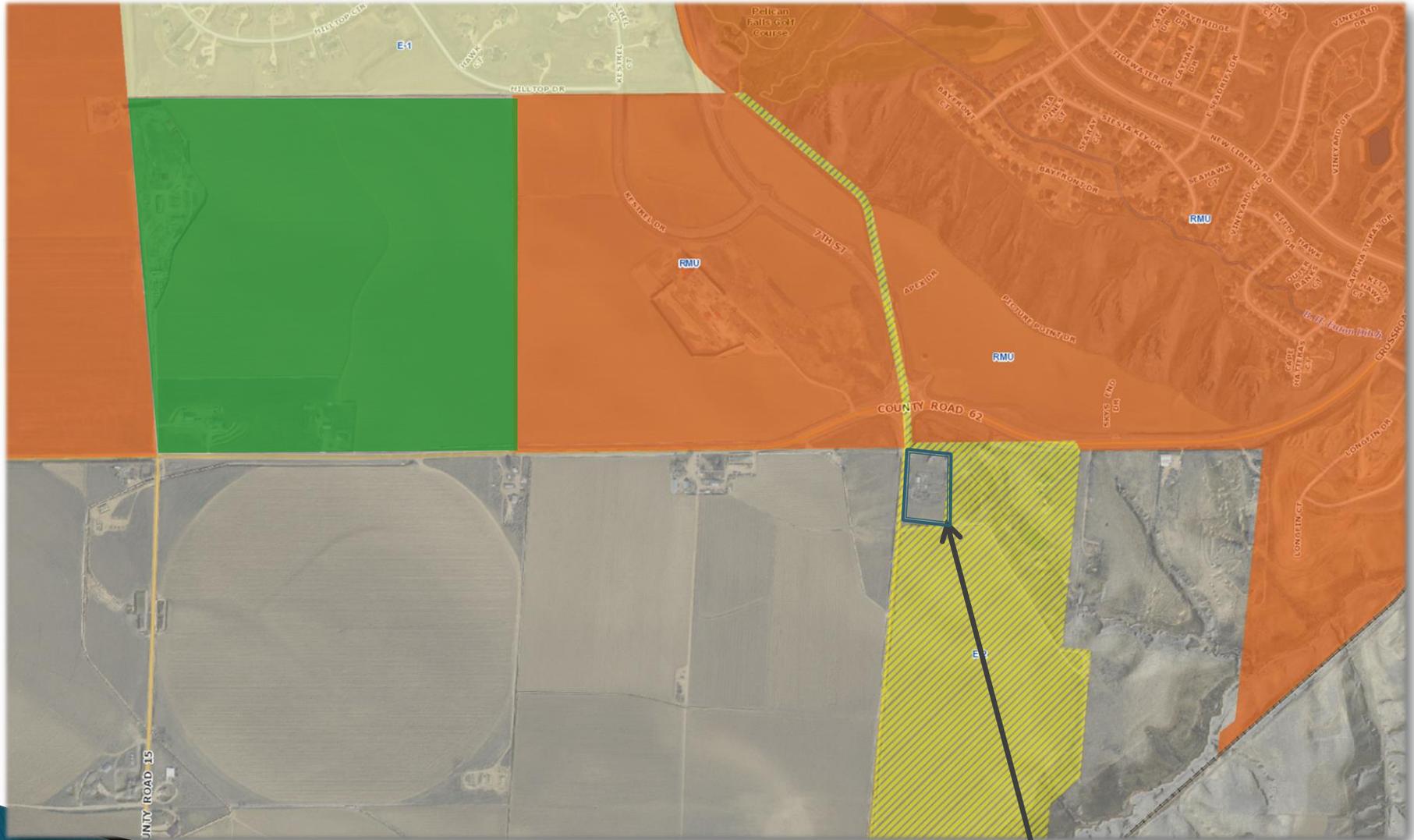
“The purpose of this Article is to establish a procedure to bring land under the jurisdiction of the Town in compliance with the Colorado Municipal Annexation Act of 1965, as amended.”

Site Vicinity Map



Site Location

Zoning Map



Site Location – Proposed Zoning is General Commercial (GC)

Recommendation

Staff recommends that the Town Board approve Resolution No. 2016-68 Initiating Annexation Proceedings, as presented.

Annexation Request

Staff requests that the following be entered into the record:

- ▶ Staff memorandum and supporting documents
- ▶ Recommendation



MEMORANDUM

Date: September 26, 2016
To: Mayor and Town Board
Via: Regular Meeting materials
From: Ian D. McCargar, Town Attorney
Re: Intergovernmental Agreement for Improvements to I-25
Item #: C.2.

Background / Discussion:

In April, 2016, the Town adopted a Resolution in support of an effort by the Larimer County Commissioners to seek funding from federal grant sources for certain improvements to I-25 between State Highway 14 and State Highway 402. The County was successful in obtaining the grant funding, and has followed up with the attached Intergovernmental Agreement for Funding I-25 Improvements ("IGA").

The Improvements. The IGA identifies the following intended improvements to I-25:

- Expand I-25 from two lanes (north and south) to three lanes (north and south) for approximately fourteen miles between State Highway 14 and State Highway 402;
- Replace the Cache la Poudre Bridge and the Union Pacific Railroad Bridge north of State Highway 34;
- Expand the Kendall Parkway Crossing under I-25;
- Expand the bridge over the Big Thompson River;
- Expand the bridge over the Great Western Railway to accommodate a third travel lane.

Funding. The IGA calls for the County to annually notify each participating municipality of the portion of the County's statutory Road and Bridge allocation that is attributable to incremental growth in the property tax base from 2015 forward. The base amount will still be retained by each municipality, but the incremental amount will be the measure of how much each municipality will pay back to the County to fund the improvements. The County has estimated that the increment from all of the municipalities will supply approximately \$10M over the five-year term of the IGA. In keeping with Colorado law, the actual payment by the Town under the IGA will be subject to annual appropriation. The Town's April 11, 2016, Resolution in support of this funding method placed a \$1M cap on the Town's contributions, unless otherwise approved by affirmative action of the Town Board.

Financial Impact: Subject to annual appropriation in 2017 through 2021, depending on Windsor's incremental portion of Larimer County Road and Bridge Fund.

Relationship to Strategic Plan: Supportive infrastructure

Recommendation:

Adopt attached Resolution Approving an Intergovernmental Agreement Between the Larimer County Board of County Commissioners and Certain Municipalities for Funding of Improvements to Interstate Highway 25, and Authorizing the Mayor to Execute Same. Simple majority required

Attachments:

Resolution No. 2016-69 – A Resolution Approving an Intergovernmental Agreement Between the Larimer County Board of County Commissioners and Certain Municipalities for Funding of Improvements to Interstate Highway 25, and Authorizing the Mayor to Execute Same

Intergovernmental Agreement for Funding I-25 Improvements

Resolution 2016-22 (April 11, 2016)

TOWN OF WINDSOR

RESOLUTION NO. 2016-69

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE LARIMER COUNTY BOARD OF COUNTY COMMISSIONERS AND CERTAIN MUNICIPALITIES FOR FUNDING OF IMPROVEMENTS TO INTERSTATE HIGHWAY 25, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

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

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

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

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

WHEREAS, the Colorado Department of Transportation (“CDOT”) completed an Environmental Impact Statement (“Statement”) in August 2011 that identified and evaluated multi-modal transportation improvements along approximately 60 miles of the I-25 corridor from the Fort Collins/Wellington area to Denver; and

WHEREAS, the Statement identified areas of I-25 and associated structures such as bridges that needed to be expanded and/or improved; and

WHEREAS, CDOT has proposed to expand I-25 from two lanes (north and south) to three lanes (north and south) for approximately fourteen miles between State Highway 14 and State Highway 402, replace the Cache la Poudre Bridge and the Union Pacific Railroad Bridge north of State Highway 34, expand the Kendall Parkway Crossing under I-25 and expand the Bridge over the Big Thompson River and the Bridge over the Great Western Railway to accommodate a third travel lane (collectively “Project”)

WHEREAS, Project funding requires a combined effort of all levels of government; and

WHEREAS, increased property valuations in Larimer County have resulted in increased revenue which ordinarily would be shared with the Town by Larimer County for road and bridge projects serving the Town (“Road and Bridge Fund”); and

WHEREAS, the Town has previously indicated its willingness to contribute a sum equal to the incremental increase in its Road and Bridge Fund revenue to assist in financing the Project; and

WHEREAS, the following municipalities are supporting the Project in similar fashion:

- Town of Berthoud;
- Town of Estes Park;
- City of Fort Collins;
- Town of Johnstown;
- City of Loveland;
- Town of Timnath;
- Town of Wellington;

and

WHEREAS, the various parties have negotiated the attached *Intergovernmental Agreement for Funding I-25 Improvements* (“IGA”), the terms of which have been reviewed by the Town Attorney; and

WHEREAS, the Town Board finds that the IGA promotes the public health, safety and welfare; and

WHEREAS, the Town Board desires to approve the IGA and 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 Intergovernmental Agreement for Funding of I-25 Improvements is hereby approved.
2. The Mayor is hereby authorized to execute the attached Intergovernmental Agreement on the Town’s behalf.

3. Nothing herein shall be deemed an appropriation of funds in any future fiscal year, it being solely within the Town Board's authority to appropriate funds in conjunction with the annual budget process.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 26th day of September, 2016.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

**INTERGOVERNMENTAL AGREEMENT FOR FUNDING
I-25 IMPROVEMENTS**

This Intergovernmental Agreement for Funding I-25 Improvements (“Agreement”) is made and effective on _____, 2016, by and among the Board of County Commissioners of Larimer County, Colorado (referred to as “County”), and the City of Fort Collins, Colorado, the City of Loveland, Colorado, the Town of Estes Park, Colorado, the Town of Timnath, Colorado, the Town of Berthoud, Colorado, the Town of Windsor, Colorado, the Town of Wellington, Colorado, and the Town of Johnstown, Colorado (individually referred to as “Municipality” or collectively as “Municipalities”). (The County and Municipalities will jointly be referred to as the “Parties.”)

I. RECITALS

- A. Interstate 25 (“I-25”) serves as the primary north-south highway connection for Northern Colorado, including the County and the Municipalities.
- B. I-25 is the primary roadway route for regional connectivity to commerce, health care, education and employment.
- C. I-25 is designated as a federal freight route.
- D. I-25 in Northern Colorado is considered significantly congested such that traffic flow is impaired and quality of life is adversely affected.
- E. The Colorado Department of Transportation (“CDOT”) completed an Environmental Impact Statement in August 2011 that identified and evaluated multi-modal transportation improvements along approximately 60 miles of the I-25 corridor from the Fort Collins/Wellington area to Denver. The Statement identified areas of I-25 and associated structures such as bridges that needed to be expanded and/or improved.
- F. CDOT has proposed to expand I-25 from two lanes (north and south) to three lanes (north and south) for approximately fourteen miles between State Highway 14 and State Highway 402, replace the Cache la Poudre Bridge and the Union Pacific Railroad Bridge north of State Highway 34, expand the Kendall Parkway Crossing under I-25 and expand the Bridge over the Big Thompson River and the Bridge over the Great Western Railway to accommodate a third travel lane (collectively “Project”).
- G. Funding for the Project is proposed to include contributions from government at federal, state, county, and municipal levels and other sources.
- H. Increased property values for Larimer County property owners in 2015 have provided an opportunity to increase the County Road and Bridge Mill Levy within the County’s total Mill Levy commencing in 2016 and for a period of four years thereafter by an estimated amount sufficient to generate an additional \$2 million annually without detriment to other County programs, without decreasing the amount shared back to the Municipalities in 2015

pursuant to C.R.S. §43-2-202(2) (the “2015 Share Back”), and without increasing the total County Mill Levy.

I. The increased County Road and Bridge Mill Levy is projected to generate approximately \$10 million in excess of the 2015 Share Back (the “Increased Municipal Share Back”) over five years commencing with calendar year 2016 for CDOT’s use on the Project.

J. The Municipalities have each adopted Resolutions expressing their willingness to contribute funds to County annually for five years for CDOT’s use on the Project subject to the terms of this Agreement.

K. County and Municipalities are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually.

II. CONSIDERATION

NOW, THEREFORE, in consideration of the covenants and obligations herein expressed, the County and Municipalities agree as follows.

III. TERMS AND CONDITIONS

1. Commencing in calendar year 2017 and continuing for calendar years 2018, 2019, 2020 and 2021, each Municipality shall pay to County from such Municipality’s general fund or such other fund as such Municipality may designate, an annual contribution in an amount equal to that portion of the Increased Municipal Share Back paid by the County to each Municipality pursuant to C.R.S. §43-2-202 (2) (“Municipality Contribution”) to be used as a portion of the “local match” for the Project, subject to the terms set forth in this Agreement.

2. County shall notify (“Notification”) each Municipality in writing no later than January 31 in calendar years 2017, 2018, 2019, 2020, and 2021 the total amount of the Increased Municipal Share Back” received by such Municipality during the previous calendar year.

3. Within 30 days after receipt of the Notification, each Municipality shall give written notice to the County stating whether or not such Municipality has budgeted and appropriated funds for the current calendar year to make its annual Municipality Contribution as set forth in Paragraph 1 above.

4. Provided the Municipality has budgeted and appropriated funds, such Municipality shall pay its Municipality Contribution to County within 60 days following such Municipality’s receipt from County of its Notification.

5. County shall contribute an amount equal to the County's share of the County Road and Bridge Mill Levy revenues received pursuant to C.R.S. §43-2-202(2) attributable to the increase in the County Road and Bridge Mill Levy specified in Recital H above ("County Contribution). No later than February 28 in calendar years 2017, 2018, 2019, 2020 and 2021, County shall give written notice to each Municipality affirming that County has (or has not) budgeted and appropriated funds for the current calendar year to make its annual County Contribution.

6. County shall deposit the County Contribution and the Municipality Contributions into a separately identifiable account ("Contributions Fund") and shall maintain records as to such account sufficient to identify all deposits and withdrawals from such account.

7. County is authorized to pay to CDOT funds in the Contributions Fund for CDOT's use in the Project pursuant to an intergovernmental agreement to be executed between County and CDOT.

8. County shall maintain accurate accounts of any and all amounts paid to CDOT from the Contributions Fund. County shall provide to Municipalities information detailing Project payments to CDOT from the Contributions Fund.

9. If County or a majority of Municipalities, after consultation with the other Parties, determines all or any part of the Project is not feasible due to inadequacy of funds or other impediments, and provided amounts remain in the Contributions Fund, County shall so notify Municipalities in writing. Within 90 days after such notification,

a. County shall make a payment to County and to each Municipality of any amount remaining in the Contributions Fund attributable to County and such Municipality's respective percentage contribution ,

OR,

b. In lieu of such payment, the Parties may agree in writing to an alternative use of the Contribution Funds, provided such alternative use benefits roads or transportation systems located within the jurisdiction(s) of the Parties so agreeing.

10. Any notice or other communication given by any party to another relating to this Agreement must be hand-delivered or sent by registered or certified mail, return receipt requested, or by overnight commercial courier, addressed to such other party at its respective addresses set forth in Exhibit "A" attached hereto and such notice or other communication will be deemed given when so hand-delivered or three (3) business days after so mailed, or the next business day after being deposited with an overnight commercial courier.

11. The obligations of the County and Municipalities to commit or expend funds after calendar year 2016 are subject to and conditioned on the annual appropriation of funds sufficient and intended to carry out said obligations by the respective governing bodies of County and Municipalities in their sole discretion.

12. This Agreement is to be construed according to its fair meaning and as if prepared by all parties hereto and is deemed to be and contain the entire understanding and agreement between the parties hereto. There shall be deemed to be no other terms, conditions, promises, understandings, statements, or representations, expressed or implied, concerning this Agreement unless set forth in writing and signed by the Parties hereto.

13. This Agreement cannot be modified except in writing signed by all Parties.

14. This Agreement will be governed by and its terms construed under the laws of the State of Colorado. Venue for any action shall be in Larimer County, State of Colorado.

15. Nothing contained herein is deemed or should be construed by the Parties or by any third party as creating the relationship of principle and agent, a partnership or a joint venture between the Parties, or an employment relationship between the Parties.

16. This Agreement is made for the sole and exclusive benefit of County and Municipalities, their successors and assigns, and it is not made for the benefit of any third party.

17. If any term or condition of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such a term or condition, will not in any way affect any of the other terms or conditions of this Agreement, provided that the invalidity of any such term or condition does not materially prejudice any Party in their respective rights and obligations under the valid terms and conditions of this Agreement.

18. No party will be deemed in violation of this Agreement if prevented from performing any of its respective obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, acts of public enemies, acts of superior governmental authorities, weather conditions, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or that are not within its control.

19. This Agreement may be signed by the Parties in counterpart.

BOARD OF COUNTY COMMISSIONERS OF
LARIMER COUNTY, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

County Attorney

Jshdocs/county/Agreement for funding I-25 improvements Final

CITY OF FORT COLLINS, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

City Attorney

CITY OF LOVELAND, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

City Attorney

TOWN OF ESTES PARK

By: _____

Title: _____

ATTEST:

Approved as to form:

Town Attorney

TOWN OF TIMNATH, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

Town Attorney

TOWN OF BERTHOUD, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

Town Attorney

TOWN OF WINDSOR, COLORADO

Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

[Seal]

Approved as to form:

Ian D. McCargar, Town Attorney

TOWN OF WELLINGTON, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

Town Attorney

TOWN OF JOHNSTOWN, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

Town Attorney

EXHIBIT "A"

To County:

County Manager
Larimer County, Colorado
P.O. Box 1190
Fort Collins, CO 80522

To Fort Collins:

City Manager
City of Fort Collins
P.O. Box 580
Fort Collins, CO 80522

With copy to:

City Attorney
City of Fort Collins
P.O. Box 580
Fort Collins, CO 80522

To Loveland:

City Manager
City of Loveland
500 East 3rd Street, Suite 330
Loveland, CO 80537

With copy to:

City Attorney
City of Loveland
500 East 3rd Street, Suite 330
Loveland, CO 80537

To Estes Park:

Town Administrator
P.O. Box 1200
Estes Park, CO 80517

To Timnath:

Town Manager
4800 Goodman Street
Timnath, CO 80547

To Berthoud:

Town Administrator
P.O. Box 1229
Berthoud, CO 80513

To Windsor:

Town Manager
301 Walnut Street
Windsor, CO 80550

To Wellington:

The Town of Wellington
3735 Cleveland Avenue
P.O. Box 127
Wellington, CO 80549

With copy to:

March, Olive and Pharris, LLC
Attn: Brad March
1312 S. College Ave.
Fort Collins, CO 80524

To Johnstown:

Town Manager
450 S. Parish Ave.
Johnstown, CO 80534

TOWN OF WINDSOR

RESOLUTION NO. 2016-22

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

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

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

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

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

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

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

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

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

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

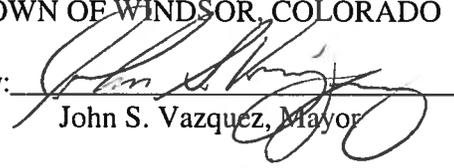
WHEREAS, by this Resolution, the Town wishes to reaffirm its support for funding strategies aimed at bringing about improvements to I-25.

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

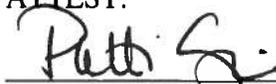
1. The Town of Windsor strongly supports improvements to I-25 in CDOT's Northern Region through one or any combination of the following initiatives.
2. The Town of Windsor hereby expresses its willingness to allocate funding in the nature of local matching funds in the total amount of One-Million Dollars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

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

TOWN OF WINDSOR, COLORADO

By: 
John S. Vazquez, Mayor

ATTEST:


Patti Garcia, Town Clerk



COMMUNITY DEVELOPMENT REPORT – SEPTEMBER, 2016

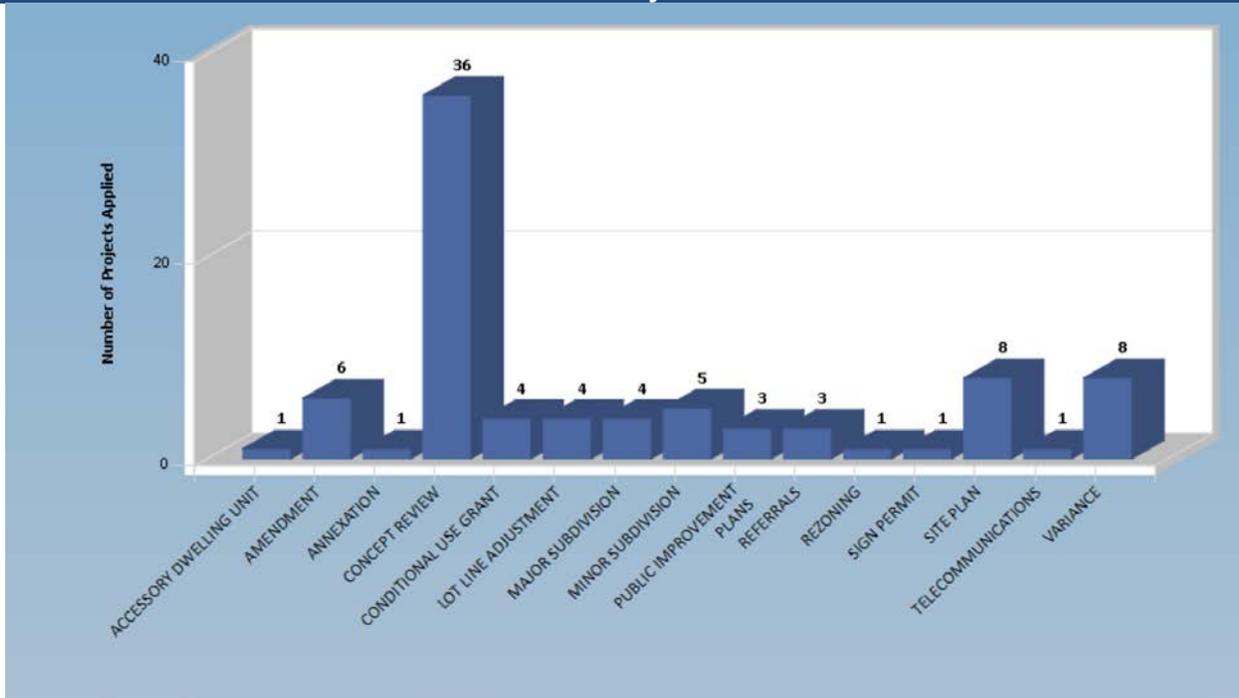
POLICIES, PROCEDURES, & STANDARDS

The consulting firm of Gould Evans was selected for the Municipal Code Update of Chapters, 15, 16, and 17. The project kickoff meeting will be held at the joint Planning Commission and Town Board work session of October 3.

Staff is preparing an amendment to the Municipal Code to eliminate the need for mylar record drawings upon approval of certain land use projects. Currently, applicants are required to submit approved record drawings on mylar (a polyester film or plastic sheet).

PROJECTS & PERMIT SUMMARY

Year-to-Date Projects Reviewed



Total Projects: 86

Glossary of Project Types

Amendment – Used to make modifications to an approved project, typically master plans or site plans

Annexation – Process by which property is brought under the jurisdiction of the Town

Concept Review – An optional meeting and review process that provides early feedback on projects prior to formal submittal

Conditional Use Grant – Consideration of uses which are unique in nature or character that are not included as uses by right

Land Use Map Amendment – Changes to the Town's Land Use Map, which guides zoning decisions

Lot Line Adjustment – Minor changes to the location of a lot property line

Major Subdivision – The division or reconfiguration of parcels of land into six or more parcels

Minor Subdivision – The division or reconfiguration of parcels of land into two to five parcels when single-family dwelling units are permitted

Public Improvement Plans – Public improvements, such as streets, that are required to be built by developers as a part of site development

Referrals – Town review of certain projects in adjacent jurisdictions, as mandated by state statute or inter-governmental agreement

Rezoning – The changing of existing zone classification of a parcel of land

Site Plan – Development of land for multifamily, commercial, or industrial uses

Vacation – Process in which the Town's ownership or interest in a right-of-way or easement is abandoned

Waiver – Request for specific Commercial Corridor Plan standards to be waived on a site plan

Major Development Projects Currently Under Review

For more detailed review timeframes please see: <http://windsorgov.com/DocumentCenter/View/16156>

Project	Description	Status
15th Street Park Annexation		
Conditional Use Grant & Site Plan	New Town Public Works facility	Awaiting check prints
Cornerstone 1st		
Tolmar Site Plan	Site improvements including parking & drainage	Reviewing 3 rd submittal
Diamond Valley 3rd Lot 9		
Site Plan – Windsor Charter Academy	Addition to the Windsor Charter Academy	Awaiting mylars
East Pointe Subdivision (Southeast corner of SH 392 & SH 257)		
Preliminary Major Subdivision	8 lot commercial subdivision	Awaiting 2 nd submittal from applicant
Falcon Point Subdivision - Lot 1		
Site Plan – Kraft Kurbing	6 unit industrial office/warehouse building	Awaiting 3 rd submittal from applicant
Fossil Creek Meadows (Northwest of WCR 5 & WCR 32E)		
Amended Master Plan & Preliminary Major Subdivision	Platting of 292 single family lots	Awaiting 3 rd submittal from applicant
Fossil Ridge Subdivision		
5 th Filing Final Plat	7 lot subdivision	Awaiting mylars
Great Western Industrial Park 2nd Annexation (East of HWY 257)		
Amended Master Plan, Land Use Map Amendment & Rezoning to PUD	Proposal of mixed industrial, commercial, and residential development on 745 acres	Awaiting 4 th submittal from applicant
Great Western Industrial Park 3rd - Lot 1, Block 1 (11140 Eastman Park Dr)		
Vestas Site Plan – Phase X	Approximately 40,000 s.f. in various additions	Awaiting 7 th submittal from applicant
Jacoby Farm Subdivision 3rd – Lot 7 (1570 Main Street)		
Site Plan – Starbucks	Approximately 2,200 s.f. new building	Awaiting mylars
Ptarmigan Business Park & Lutheran Church (Northwest corner of SH 392 & LCR 5)		
Rezoning & Master Plan Amendment	Rezoning of 62 acres from GC to RMU	Reviewing 3 rd submittal
River Valley Crossing Lot 5		
Site Plan – Christian Brothers Automotive	Approximately 5000 s.f. building	Reviewing 1 st submittal
Shutts Subdivision 3rd (Fairgrounds Ave & LCR 30)		
Preliminary Major Subdivision & Preliminary Site Plan	66 condominiums, 32 townhomes, 37 single family lots, and up to 11,000 s.f. of commercial (applicant making changes to product type)	Awaiting 3 rd submittal from applicant
Weakland Annexation – (6461 HWY 392)		
Site Plan – High Hops Brewery/Windsor Gardner	Construction of new greenhouse & brewing facility	Awaiting 4 th submittal from applicant
Windshire Park Annexation		
Amended Master Plan	Amendment to change Parcel E designation from Church to Townhomes	Scheduling Planning Commission
Windshire Park Subdivision 4th		
Preliminary Site Plan	57 multi-family townhome units on 8.5 acres	Reviewing 2 nd submittal
Preliminary Major Subdivision	Subdivision to for 57 multi-family lots	Reviewing 2 nd submittal
Windshire Park Subdivision 5th		
Preliminary Major Subdivision	Replatting 117 lots on 38 acres within the 3 rd filing	Reviewing 1 st submittal
Windsor Commons Subdivision 3rd - Lot 1 Block 1		
Site Plan for Windsor Charter Academy High School	Amendment to add ballfields	Awaiting mylars
Windsor Highlands Master Plan (Fossil Ridge 5th Filing)		
Master Plan amendment	Amendment to allow 7 additional lots	Awaiting mylars

Building Permit Summary for August, 2016

	Monthly Total	Monthly Valuation	Year-to-Date Total	Year-to-Date Valuation
New Single Family	38	\$11,100,763	468	\$124,709,032
New Multi-Family	3 (4 units)	\$2,099,220	16 (44 units)	\$12,400,150
New Commercial/Industrial	0	0	7	\$6,702,045

Construction Status Update



A
Jacoby Farm 2nd Filing (154 sf lots) Infrastructure improvements complete, homes under construction



E
South Hill Subdivision 2nd Filing (210 sf lots) Infrastructure complete on phase 1, homes under construction



B
The Ridge at Harmony Road (418 sf lots) Infrastructure improvements under construction for phases 1-2



F
Village East Subdivision (191 SF lots) Building permits have been issued for all lots



C
Highland Meadows Golf Course 11th Filing – Infrastructure improvements for 68 townhomes complete, units under construction



G
Westwood Village 6th Filing – Columbine Health 34 age restricted units under construct



D
Winter Farm 3rd Filing (241 sf lots) Phase 1-2 infrastructure improvements complete, homes under construction

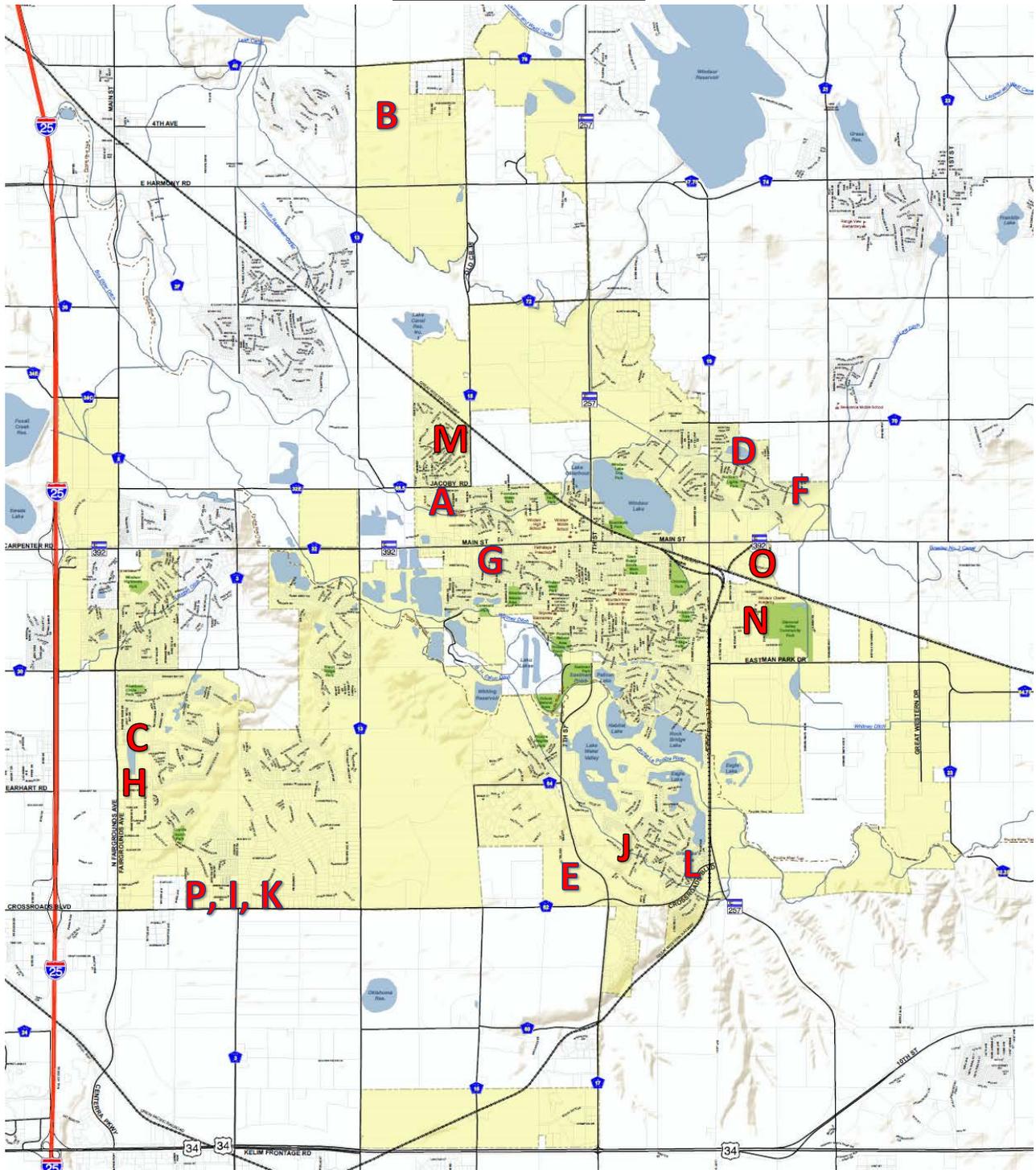


H
Highland Meadows Golf Course 13th Filing – Power to Play Sports – 52,000 square foot building under construction.

Other Projects Under Construction

- I** - Highlands Industrial Park 6th Filing Lot 1 – Concrete Equipment Supply - 10,000 square foot building under construction
- J** - Water Valley South 18th Filing - 117 residential lots - Phase 2 improvements complete, ready for building permits
- K** – Highlands Industrial Park 1st Filing Lot 1, Block 4 - Advanced Roofing Site Plan - 43,175 square foot building under construction
- L** - Lighthouse Point – Multifamily building(s) under construction
- M** - Windshire Park 3rd Filing - 292 residential lots - Phase 1 improvements under construction
- N** - Windsor Commons Subdivision 2nd, Lot 3– Windsor Commons Self Storage Site Plan – Construction of 70,000 s.f. self-storage facility
- O** - Falcon Point Subdivision – Kraft Kurbing Site Plan – Two 9,000 s.f. buildings
- P** - Highlands Industrial Park 4th Lot 1 - Greenfields at Crossroads Site Plan - 6,000 s.f. building

Construction Status Map





Volume 5, Issue 8
August 2016

2016 MONTHLY FINANCIAL REPORT

Special points of interest:

- Base Sales tax collections as well as CRC expansion sales tax collections met the monthly budget requirement for August.
- Single Family Residential (SFR) building permits total 468 through August 2016. This is up from the August 2015 number of 210.
- 42 business licenses were issued in August, of which 25 were sales tax vendors.



Highlights and Comments

- * Sales tax collections of the 3.2% sales tax for August were \$653,813, a decrease of 3.93% over August 2015. Year to date sales tax collections through August 2016 are up over August 2015 by 4.99% or \$280,539.
- * SFR building permits have set a record at 468 issued through August. The previous annual record was 451 which was recorded in 1999 and 2005.
- * Construction use tax through August is at 114.73% of the annual budget at \$2,022,084.



Balloons - Floats - Cars - Horses - Bands

Inside this issue:

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

...Horses - Children and Cones were seen at the Windsor Harvest Festival

The Windsor Harvest Festival took place over the Labor Day weekend. According to Windsor Now "18,000 people were estimated to have attended. 96 entries marched, tumbled or rode in the parade."

Items of Interest

- The expanded CRC ribbon cutting is scheduled for October 8. Come and see our new facility!
- 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

Sales, Use and Property Tax Update

August 2016

Benchmark = 67%	Sales Tax	Construction Use Tax	Property Tax	Combined
Budget 2016	\$7,764,563	\$1,763,109	\$5,089,810	\$14,617,482
Actual 2016	\$5,905,475	\$2,022,884	\$4,996,651	\$12,925,010
% of Budget	76.06%	114.73%	98.17%	88.42%
Actual Through August 2015	\$5,624,936	\$1,293,189	\$4,094,084	\$11,012,209
Change From Prior Year	4.99%	56.43%	22.05%	17.37%
CRC Expansion Budget 2016	\$1,710,843	\$331,739		\$2,042,582
CRC Expansion Actual 2016	\$1,385,233	\$492,881		\$1,878,114
CRC Expansion % of Budget	80.97%	148.57%		91.95%

Ideally at the end of the eighth month of the year you want to see 67% 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

August 2016

	SFR	Commercial	Industrial	Total
Through August 2016	468	0	7	475
Through August 2015	210	1	2	213
% change from prior year				123.00%
2016 Budget Permit Total				262
% of 2016 Budget				181.30%

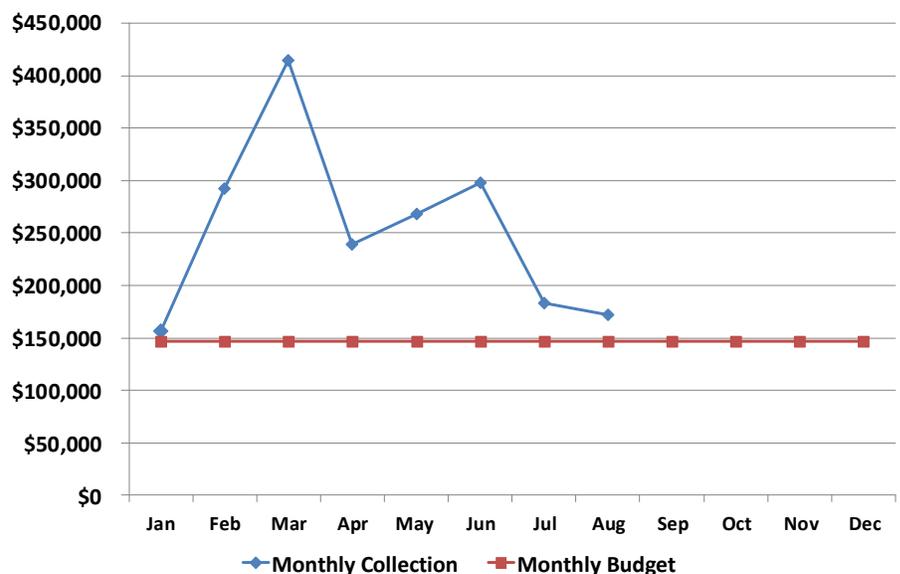
Building Permits and Construction Use Tax

We are showing a 123% increase in number of permits as compared to August 2015. We issued 468 SFR permits through August 2016 as compared to 210 through August 2015.

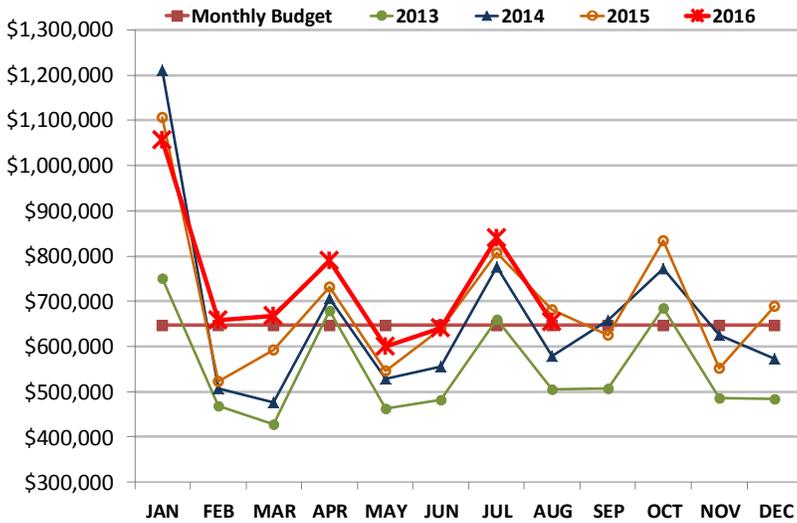
August 2016 construction use tax is above our required monthly collection.

The .75% construction use tax for the CRC expansion is at 148.57% of the annual budget.

Construction Use Tax Collections - 3.2%



Sales Tax Collections in Dollars - 3.2%

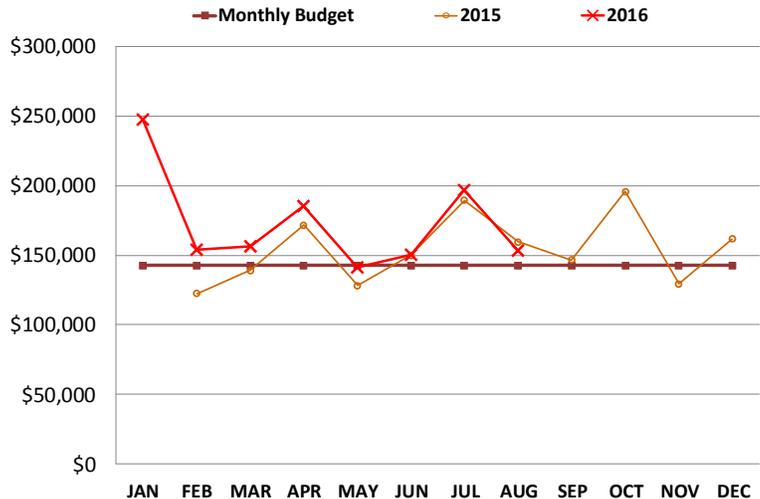


Gross sales tax collections for the month of August 2016 were \$26,753 or 3.93% lower than August 2015.

The monthly collection benchmark is \$647,047. Collections for August 2016, came in at \$653,813.

CRC Expansion sales tax collection for August 2016 was \$153,363. The benchmark monthly collection to meet the budgeted projections is \$142,570.

Community Recreation Center Expansion Sales Tax



August Highlights

August is a “single collection” month, meaning that the collections are for sales made in July and mostly collections of monthly filers. We did not receive any audit or payments out of the ordinary course of business.

Looking Forward

3.2% Collections

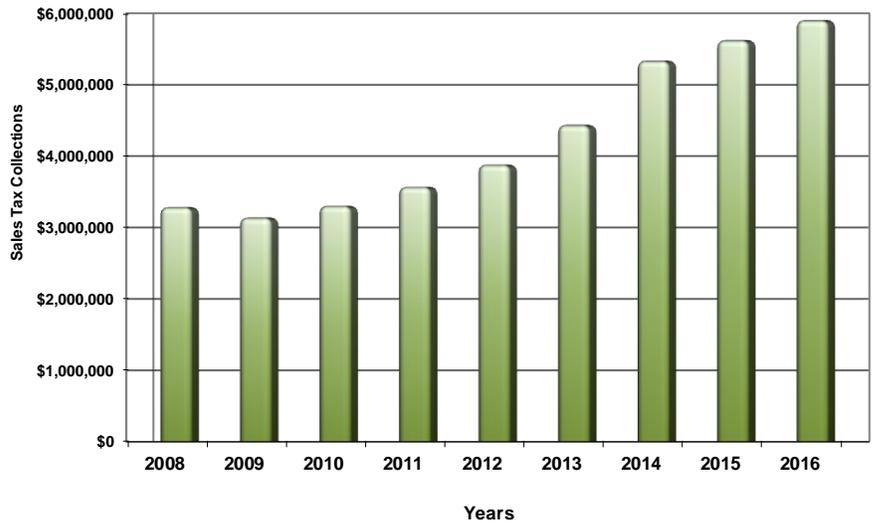
The Town budgeted \$7.7M in sales tax for 2016, making our average monthly collection requirement \$647,047. August collections were above this mark at \$653,813. At our current pace of collections, we would end the year at \$8.9M in sales tax collections.

.75% Collections

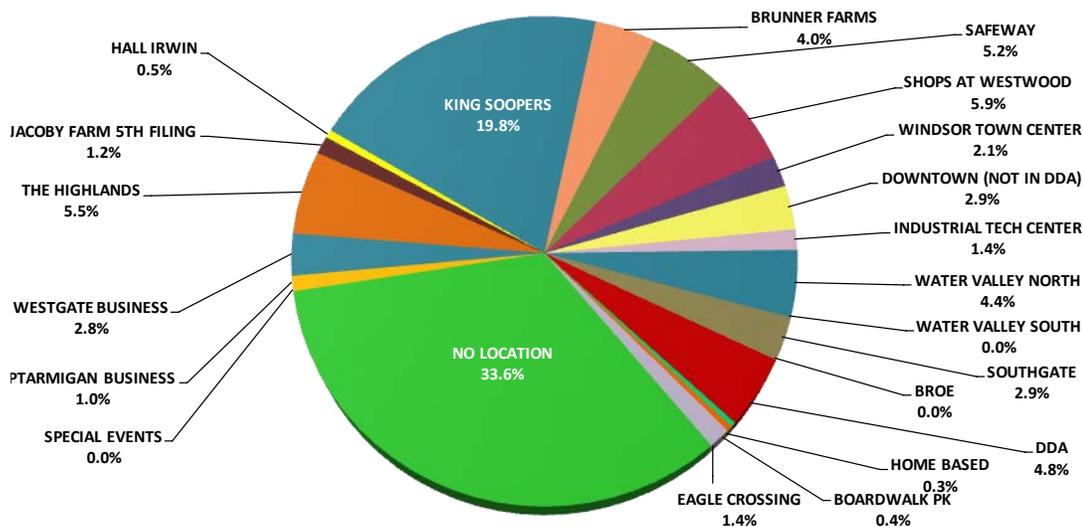
This is the second year of collecting this portion of the tax. Our monthly budget requirement is \$142,570. We collected \$153,363 in August. We are currently at \$1,385,233 in collections for 2016, equaling 80.97% of our annual budget figure. Since the inception of this tax, only one month has not met the collection requirement.

August year to date collections are up over 2015 collections by 4.99% or \$280,539.

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



Sales Tax Revenue by GEO Code August 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.

- All of our sectors are ahead of last year to date collections at the end of August.
- Southgate Business Park, King Soopers Center, Shops at Westwood, Downtown and DDA had the largest percentage gain over 2015.
- Between the DDA (4.8%) and the Downtown (2.9%) total of 7.7% surpassed the Safeway complex of 5.2%.

All Funds Expense Chart

August 2016

Benchmark = 67%

Operations expenditures are at 63% 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 67%.

General Government	Current Month	YTD Actual	2016 Budget	% of Budget
General Fund	\$1,156,890	\$10,188,098	\$15,012,482	68%
Special Revenue (PIF, CTF, CRC, CRCX)	\$213,260	\$1,401,072	\$3,723,744	38%
Internal Service	\$188,987	\$1,854,259	\$2,970,181	62%
Other Entities (WBA, Ec Dev Inc)	\$27,090	\$111,725	\$145,080	77%
Sub Total Gen Govt Operations	\$1,586,227	\$13,555,154	\$21,851,487	62%
Enterprise Funds				
Water-Operations	\$602,724	\$2,360,800	\$3,739,144	63%
Sewer-Operations	\$117,474	\$1,349,357	\$1,707,267	79%
Drainage-Operations	\$16,209	\$328,108	\$541,574	61%
Sub Total Enterprise Operations	\$736,407	\$4,038,265	\$5,987,985	67%
Operations Total	\$2,322,634	\$17,593,419	\$27,839,472	63%

plus transfers to CIF and Non-Potable for loan

Through August, operating and capital expenditures combined to equal 64% of the 2016 Budget.

General Govt Capital	Current Month	YTD Actual	2016 Budget	% of Budget
Capital Improvement Fund	\$857,001	\$5,512,999	\$11,678,171	47%
CRC Expansion Fund	\$876,946	\$8,019,375	\$8,049,363	100%
Enterprise Fund Capital				
Water	\$580	\$1,613,980	\$5,269,134	31%
Sewer	\$4,615	\$578,758	\$1,717,982	34%
Drainage	\$548,982	\$3,706,096	\$3,048,595	122%
Sub Total Enterprise Capital	\$554,177	\$5,898,834	\$10,035,711	59%
Capital Total	\$2,288,124	\$19,431,208	\$29,763,245	65%
Total Budget	\$4,610,758	\$37,024,627	\$57,602,717	64%

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. August brings to a close 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	\$50,313	\$480,054	\$690,854	69.5%
411	Mayor & Board	\$76,925	\$749,250	\$1,103,343	67.9%
412	Municipal Court	\$1,379	\$10,782	\$19,630	54.9%
413	Town Manager	\$35,999	\$310,013	\$440,163	70.4%
415	Finance	\$46,554	\$479,506	\$659,277	72.7%
416	Human Resources	\$32,586	\$287,360	\$442,405	65.0%
418	Legal Services	\$34,984	\$258,239	\$380,497	67.9%
419	Planning & Zoning	\$45,695	\$388,612	\$701,114	55.4%
420	Economic Development	\$23,711	\$315,476	\$431,868	73.0%
421	Police	\$225,645	\$2,302,221	\$3,273,456	70.3%
428	Recycling	\$4,002	\$23,419	\$50,945	46.0%
429	Streets	\$71,290	\$791,192	\$1,217,066	65.0%
430	Public Works	\$25,530	\$236,484	\$365,326	64.7%
431	Engineering	\$62,320	\$571,806	\$887,113	64.5%
432	Cemetery	\$13,091	\$84,647	\$129,108	65.6%
433	Community Events	\$1,344	\$38,292	\$136,215	28.1%
450	Forestry	\$21,351	\$223,442	\$338,963	65.9%
451	Recreation Programs	\$166,266	\$1,221,715	\$1,712,976	71.3%
452	Pool/Aquatics	\$43,004	\$189,293	\$186,332	101.6%
454	Parks	\$136,255	\$892,044	\$1,297,222	68.8%
455	Safety/Loss Control	\$29	\$3,633	\$17,460	20.8%
456	Art & Heritage	\$19,314	\$170,133	\$279,437	60.9%
457	Town Hall	\$19,303	\$160,485	\$251,712	63.8%
Total General Fund Operations		\$1,156,890	\$10,188,098	\$15,012,482	67.9%

General Fund Expenditures

General Fund operating expenditures are slightly above the 67% budget benchmark through August at 67.9%. This is not uncommon for this time of year as we are at the close of our busiest time of year for daily operations. The pace should slow in September as we close the pool and mowing operations are winding down for the year.

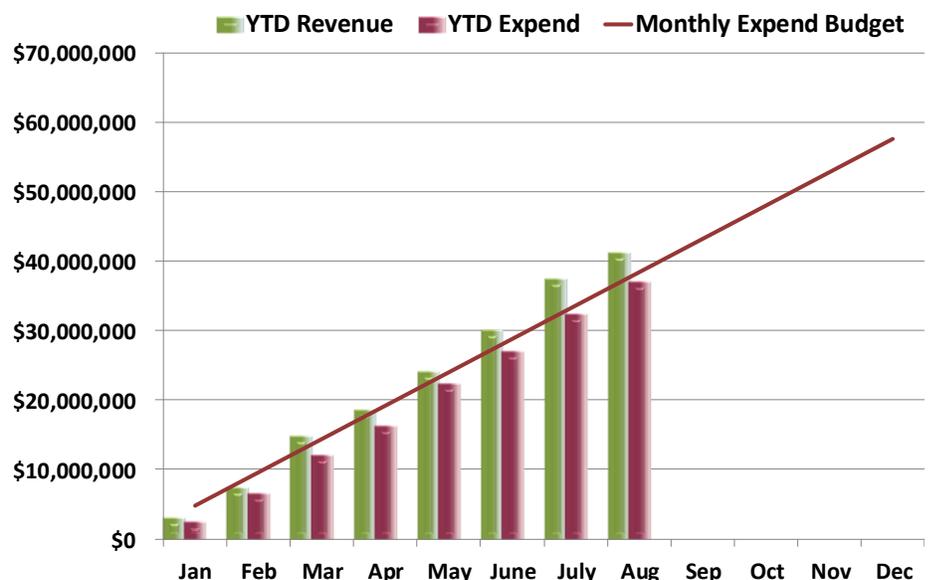
Revenue and Expenditure

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 August we collected \$4,154,021 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 year.

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	\$277,589	T Mng	2014-2017	Aug-15		10%	2017	
2	IT - Studio Equipment Upgrade	125,000	\$3,000	Fin	2016	Apr 1	Apr 1	50%	Oct	
3	GIS Asset Management Software	150,000	\$79,014	Fin	2016	Apr 15	Jun-16	50%	mid Dec	
5	Eastman Pk/7th St Roundabout	1,085,320	\$651,349	Eng OH	2015-2016	2015	2015	100%	Aug 18	21-Aug
6	County Line Road Mitigation design	50,000	\$25,637	Eng OH	2016-2017	mid Feb	May 1	60%	Oct 1	
7	Walnut St / Hwy 257 Turn Lane	55,000	\$0	Eng DB	2015-2016	2015	2015	50%	Oct 1	
8	9th Street Traffic Signal	180,000	\$34,553	Eng DW	2016	Jun 1	Jun-16	100%	Aug 18	18-Aug
9	Crossroads-CR13 traffic signal	340,000	\$2,686	Eng OH	2016	mid Aug	Jul-16	100%	mid Aug	mid Aug
10	Harmony Rd-CR15 traffic signal design	16,000	\$8,539	Eng OH	2016-2017	mid Apr	Apr 15	70%	Sept 1	
11	New Liberty Rd Extension	2,000,000	\$171,168	DW/KB	2016	Jul 25	Aug 1	40%	Nov 1	
12	GW Railroad Quiet Zone w/grant	2,200,000	\$2,393,431	Eng DB	2014-2016	2015	2015	93%	Oct 1	
13	Street Maintenance (overlay, crack seal, chip seal)	2,100,000	\$815,072	Eng CT	2016	Jan-15	Mar 1	80%	Oct 1	
14	Poudre River Maintenance	75,000	\$0	Eng DW	2016	Dec		10%	Dec	
15	Water Line Replacement 16th S of Riverbend	798,000	\$38,835	Eng CT	2015-2016	Jul 1		40%	mid Nov	
16	Kyger Reservoir Pump Station	2,315,281	\$174,293	Eng OH	2014-2017	Aug 1	Aug 1	45%	Feb 2017	
17	Update Storm Water Study	100,000	\$0	Eng DW	2015-2017	Feb	Feb	15%	Dec	
18	Law Basin Master Plan Channel - construction w/ PDM Grant - 2012-2015	1,998,095	\$2,328,238	Eng DR	2012-2016	2015	2015	95%	Sep 30	
19	Law Basin West Tributary Channel - 2013-2015	1,050,500	\$1,509,943	Eng OH	2013-2016	2015	2015	97%	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	\$108,177	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	Aug	95%	Sep 2	
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	\$122,258	Eng CT	2015-2016	Jun 13	Jun 27	90%	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	2017
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	Aug	15%	mid Nov	
30	Poudre River Diversion Design w/grant	-	\$25,696	Pks/WW	2016	Oct 7	Jun	100%	EOY	1-Sep
31	Main Park Irrigation design	9,000	\$0	Pks/WW	2016-2017	Mar 1		10%	Nov 1	2018
32	Main Park Pickle Ball Court	45,100	\$630	Pks/WW	2016	Sep 1		20%	mid Oct	
33	Boardwalk Performance Venue	500,000	\$244,951	Pks/WW	2016	Mar 1	Mar	100%	Aug	Aug
34	Eaton House Structural Assess w/grant	15,000	\$14,310	Pks/AD	2015-2016	Jan	Feb	95%	Sept	
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		5%	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	\$7,793,505	Pks/EL	2014-2016	2015	2015	90%	Oct 8	
41	Railroad Impr CR15 Hwy 34	40,000	\$0	P Wks	2016	Sept		30%	mid Nov	
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	Sept		10%	Dec	
44	Chemical Treatment Facility	35,000	\$4,035	P Wks	2016	Aug 1	1-Aug	75%	Sep 1	
45	Sewer Nutrient Program w/grant	402,000	\$442,198	P Wks	2014-2016	2015	2015	100%	May 2016	Jul 1
46	Lift Station #4 Replacement	515,000	\$19,736	P Wks	2016	Sept		47%	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	\$401,631	P Wks	2016	Jan-16	Feb	98%	Jul	
48	1 New Eng Vehicle/equipped #109	30,000	\$27,159	P Wks	2016	Jan-16	Mar	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



September 19, 2016

Dear Boards/Commission Members,

Every two years, the Town of Windsor embarks on a strategic planning process, which results in a living document that establishes the framework for our vision and priorities as a community.

Beginning shortly after the New Year, Town Board members, staff and the community diligently worked on the 2016-18 Strategic Plan. The culmination of these efforts was board approval and adoption of the plan last month.

In the plan, we set forth a new vision and mission for the Town of Windsor, as well as four areas of focus for our commitment to our community:

1. Thoughtful framework and supportive infrastructure
2. Prosperous local economy
3. Diverse, desirable recreation and cultural opportunities
4. Safe, well-planned community with spirit and pride

These performance commitments will drive our priorities, our budget and what projects we undertake as a community. In each area, action-oriented initiatives have been established. Staff will provide regular progress updates to the Town Board.

Learn more about the Windsor 2016-18 Strategic Plan at windsorgov.com/strategicplan.

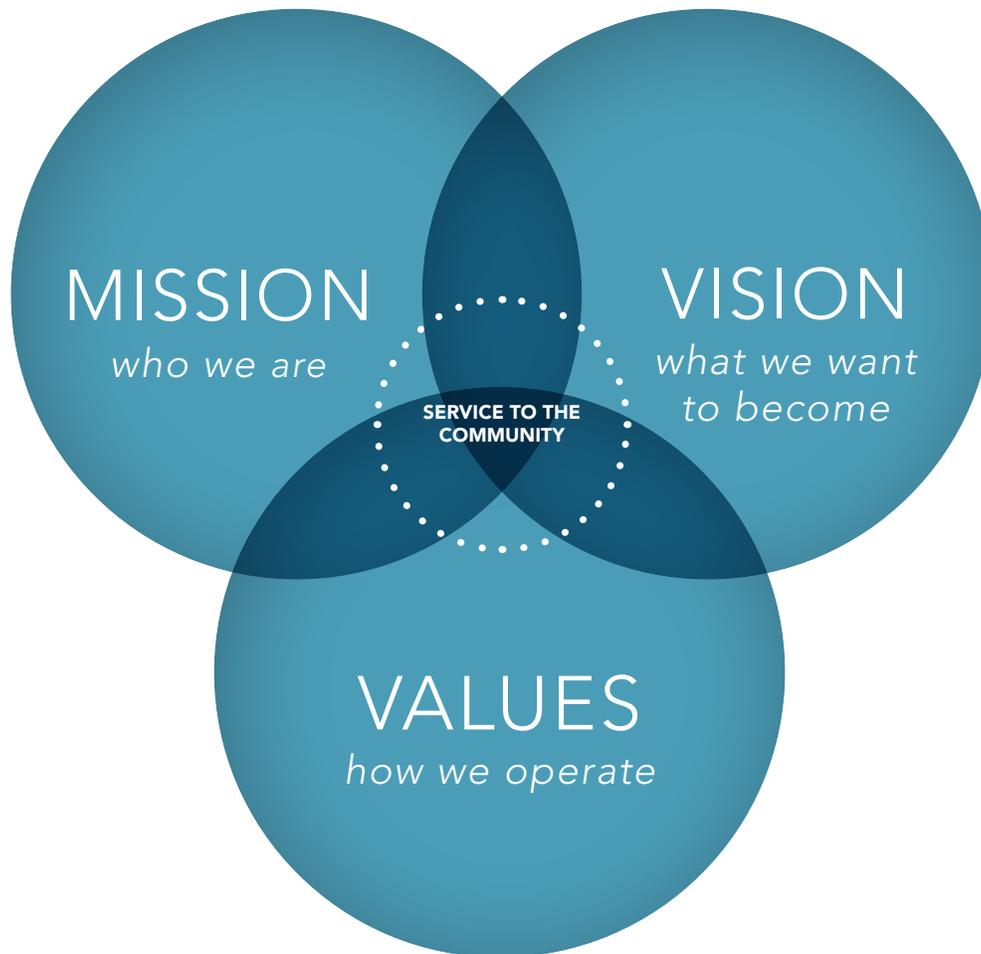
If you have any questions or comments, please don't hesitate to contact me at kmelendez@windsorgov.com.

Sincerely,

Kristie Melendez
Mayor



STRATEGIC PLANNING FRAMEWORK 2016-18



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



STRATEGIC PLANNING FRAMEWORK 2016-18

1

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

2

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

3

DIVERSE, DESIRABLE RECREATION AND CULTURAL OPPORTUNITIES

- Establish a viable downtown Farmer's Market in Windsor

4

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

VISION // MISSION // VALUES



CITIZEN INPUT