



**TOWN BOARD REGULAR MEETING**  
October 10, 2016 - 7:00 P.M.  
Town Board Chambers  
301 Walnut Street, Windsor, CO 80550

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

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AGENDA

A. CALL TO ORDER

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

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

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

B. CONSENT CALENDAR

1. Minutes of the September 26, 2016 Town Board Meeting and October 4, 2016 Special Meeting – K. Eucker
2. Advisory Board Appointments – P. Garcia
3. Report of Bills September 2016 – D. Moyer
4. Cancellation of December 26, 2016 Town Board Meeting – P. Garcia

C. BOARD ACTION

1. Public Hearing – Ordinance No. 2016-1526 Repealing and Amending Portions of Chapter 17 Article XIII of the Municipal Code regarding Enhanced Design Standards for development within the I-25/SH 392 Interchange Corridor Activity Center Area (CAC)
  - Legislative action
  - Staff presentation: Scott Ballstadt, Director of Planning
2. Ordinance No. 2016-1526 Repealing and Amending Portions of Chapter 17 Article XIII of the Municipal Code regarding Enhanced Design Standards for development within the I-25/SH 392 Interchange Corridor Activity Center Area (CAC)
  - Legislative action
  - Staff presentation: Scott Ballstadt, Director of Planning
3. Resolution No. 2016-70 – A Resolution Approving a Donation Agreement Dated October 10, 2016, Between the Town of Windsor and Broe Land Acquisitions, II, LLC, for the Donation of Approximately 150 Acres of Land to the Town of Windsor
  - Legislative action
  - Staff presentation: Eric Lucas, Director of Parks, Recreation & Culture; I. McCargar, Town Attorney

D. COMMUNICATIONS

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

E. ADJOURN



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MINUTES

A. CALL TO ORDER

Mayor Melendez called the meeting to order at 7:03 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 Attorney  
Town Clerk/Assistant to Town Manager  
Chief of Police  
Communications Manager  
Director of Public Works  
Director of Finance  
Civil Engineer  
Chief Planner  
Senior Planner  
Deputy Town Clerk

Ian McCargar  
Patti Garcia  
Rick Klimek  
Katie Van Meter  
Terry Walker  
Dean Moyer  
Doug Roth  
Carlin Barkeen  
Josh Olhava  
Krystal Eucker

2. Pledge of Allegiance

Town Board Member Rennemeyer led the Pledge of Allegiance.

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

**Town Board Member Adams moved to approve the agenda 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.**

4. Proclamation- Customer Service Week

Mayor Melendez read the Customer Service Week Proclamation.

5. Board Liaison Reports

- Mayor Pro Tem Baker – Parks, Recreation & Culture Advisory Board; North Front Range/MPO alternate  
Mayor Pro Tem Baker reported the Parks, Recreation and Culture Board elected John Nuspl as President, Patrick Lightfoot as Vice President and Regan Price remains the Secretary. The Board did a tour of the community recreation center expansion and a museum accession item list was approved. They also did a review of summer events and how they can be improved upon.
- Town Board Member Morgan – Water & Sewer Board; Clearview Library Board  
Town Board Member Morgan reported the Water and Sewer Board will meet next month. Mr. Morgan reported the Library Board will meet next week and an audit presentation was made last week and there are no concerns with the audit.
- Town Board Member Bennett – Planning Commission; Windsor Housing Authority  
Town Board Member Bennett reported the Planning Commission unanimously approved a waiver that will slightly reduce the landscaping in order to keep a pedestrian sidewalk and maintain parking spaces for Starbucks. Also, a public hearing was held regarding the Corridor Activity Center (CAC) design standards and testimony was heard from residents and a representative of a property owner. Following the public hearing the Planning Commission unanimously recommended approval of the CAC design standards. Mr. Bennett reported the Windsor Housing Authority is facing the challenge of the need for additional senior housing and they are currently looking at properties in town. A grand opening for Windsor Meadows II will be held on September 29, 2016.
- Town Board Member Rennemeyer – Historic Preservation Commission; Great Western Trail Authority.  
Town Board Member Rennemeyer reported the trail manager of the Great Western Trail Authority has met with property owners adjacent to the trail and has identified some concerns regarding the easements around the trail.  
Mr. Rennemeyer reported the Historic Preservation Commission and Mr. Olhava are working with a graduate class from Colorado State University to study historic churches in Windsor as well as three other projects with a total of 11 sites to study.
- Town Board Member Boudreau – Chamber of Commerce; Planning Commission alternate  
Town Board Member Boudreau reported the Chamber of Commerce will host the “Meet the Leaders” event scheduled for October 4, 2016 from 5:30-7:30 at the Community Recreation Center. Also the annual Chamber of Commerce dinner is scheduled for October 19, 2016 from 5:00-8:30 with Jim Davidson as the guest speaker. The Chamber of Commerce passed a resolution in favor of the school bond issue.
- Town Board Member Adams – Tree Board; Poudre River Trail Corridor Board  
Town Board Member Adams reported the Tree Board will meet October 27, 2016 and the Poudre River Trail Corridor Board meets on October 6, 2016.
- Mayor Melendez – Downtown Development Authority; North Front Range/MPO  
Mayor Melendez reported the Downtown Development Authority meets on September 28, 2016 and the next North Front Range MPO meeting is scheduled for October 6, 2016.

6. Public Invited to be Heard

Mayor Melendez opened the meeting up for public comment.

Michael Mitchell, 6771 Steven Street, Windsor, CO stated he is on the mailing list for CDOT and received an article with the title, "Adaptive Signal in Greeley save almost \$6 million." It is pretty much saving of time, gasoline, idling time, increased flow and reduced pollution. Mr. Mitchell feels Windsor could use some help with their stop lights. Mr. Mitchell stated on a Sunday morning at 5:30 a.m. at County Road 13 and Highway 392 the light turned red and he was the only vehicle sitting at the light with no traffic coming in any direction which in turn add pollution to the air. Mr. Mitchell stated he has made complaints in the past and feels that something can be done to eliminate instances like he mentioned. Also, the plan for Harmony Road and County Road 15 is to install a stoplight as opposed to a round-a-bout. Mr. Mitchell fees there would be less pollution if a round-a-bout was installed and would like the Town to consider the idea. Mr. Mitchell stated Weld County runs vehicles on compressed natural gas.

#### 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

**Town Board Member Morgan moved to approve the consent calendar as presented; Town Board Member Adam 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. Resolution No. 2016-68 - A Resolution Initiating Annexation Proceedings for the South Gate 7<sup>th</sup> 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

Per Mr. Olhava, 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. 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.

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

Staff recommends approval of Resolution No. 2016-68.

Staff recommends the following be entered into the record:

1. Staff memorandum and supporting documents
2. Recommendation

Ms. Melendez inquired if this area was an enclave.

Mr. Olhava stated the 7<sup>th</sup> Street right-of-way is annexed into Windsor.

Ms. Melendez inquired as to what the future is for the property.

Mr. Tom Siegel stated final negotiations are taking place with a potential buyer for the property but the buyer does not have intentions for the parcel to be a commercial/retail area.

Ms. Melendez inquired if the use will fall into general commercial.

Mr. Siegel stated the use will fall into the general commercial zoning requirements.

**Town Board Member Baker moved to approve Resolution No. 2016-68; Town Board Member Bennett seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Bennett, Rennemeyer, Boudreau, Adams, Melendez; Nays- None; Motion passed.**

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: Ian McCargar, Town Attorney

Per Mr. McCargar, Resolution No. 2016-69 follows a request from Larimer County to use some incremental road and bridge tax revenue to contribute to a significant project with improvements to I-25 between Highway 402 to Highway 14. The roster of improvements is in the packet material but the idea is to approve the agreement and then each year the Town Board will be asked to appropriate funding based upon the amount of increments that is applicable for that year. This resolution does not appropriate funding but it will enter into an agreement to appropriate funds in the future. The agreement was prepared by the Larimer County Attorney's Office and has been circulated to the lawyers of the municipalities involved.

Mr. Baker inquired if these funds are above the \$1 million that is being allocated in the Capital Improvement fund.

Mr. McCargar stated the resolution that has previously been approved in support of this effort would reallocate funds to a maximum of \$1 million over the course of a five year period and feels this is in addition but is not completely positive.

Ms. Melendez commented that she understand the resolution to be giving back the funding that the Town is allotted.

**Town Board Member Adams moved to approve Resolution No. 2016-69; 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.**

Mr. Baker left the meeting at 7:30 p.m.

3. Community Development Report

- Staff presentation: Carlin Barkeen, Chief Planner

Ms. Barkeen provided an overview of the Community Development report that was included in the packet material.

Mr. Rennemeyer inquired about the Poudre Heights 2<sup>nd</sup> and 3<sup>rd</sup> filing with Spike Rumley.

Mr. Olhava stated preliminary approval has been completed and the final approval nor the site plan have been completed.

Ms. Melendez inquired as to what “awaiting check prints” means on the Community Development Report.

Ms. Barkeen stated awaiting check prints are the final drawings so that would be the last final details.

4. Financial Report for August 2016

- Staff presentation: Dean Moyer, Director of Finance

Mr. Moyer provided an overview of the August 2016 Financial Report that was included in the packet material.

- 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.
- Single family residential building permits have set a record at 468 issued through August. The previous annual record was 451 in 1999 and 2005.
- Single Family Residential (SFR) building permits total 468 through August 2016. This is up from the August 2015 number of 210.
- Construction use tax through August is at 114.73% of the annual budget at \$2,022,084.
- Base Sales tax collections as well as CRC expansion sales tax collections met the monthly budget requirement for August.

Mr. Rennemeyer inquired as to when the final payment for construction on the recreation center expansion is due.

Mr. Moyer stated he believed it would be later in the year after all the punch list items are completed. There may be a slight retainer held into next year which is included in all the Town's construction contracts.

#### D. COMMUNICATIONS

1. Communications from the Town Attorney  
None

2. Communications from Town Staff  
None

3. Communications from the Town Manager  
None

4. Communications from Town Board Members  
Mr. Bennett commented that a regional board was developed to review regional housing issues; specifically housing that is affordable. Two projects are taking place which include the housing defects laws and forming a group that will work with the state legislature to hopefully make some revisions and provide some protection to builders. The other project is working on completing a regional housing study and identifying what tools the private sector and public sector can use to increase inventory of diverse housing. Fort Collins realtors have a \$15,000 grant for the study which will cost \$20,000 to complete so Windsor may be asked to contribute fiscally to the study.

Ms. Melendez stated she attended her first Mayor Summit with the Colorado Municipal League and gained some insight and developed new relationships.

#### E. ADJOURN

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

The meeting was adjourned at 7:54 p.m.

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Deputy Town Clerk, Krystal Eucker



**TOWN BOARD SPECIAL MEETING**  
October 4, 2016 – 7:30 A.M.  
Third Floor Conference Room  
301 Walnut Street, Windsor, CO 80550

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MINUTES

A. CALL TO ORDER

Mayor Melendez called the meeting to order at 7:32 A.m.

1. Roll Call

Mayor  
Mayor Pro Tem

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

Absent:

Also Present:

Town Manager  
Town Attorney  
Town Clerk/Assistant to Town Manager

Kelly Arnold  
Ian McCargar  
Patti Garcia

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 (K. Arnold)

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

Upon a motion duly made, the Town Board returned to the regular meeting at 8:23 a.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 8:24 a.m.

C. ADJOURN

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

The meeting was adjourned at 8:24 a.m.

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Patti Garcia, Town Clerk



## MEMORANDUM

**Date:** October 10, 2016  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Patti Garcia, Town Clerk/Assistant to Town Manager  
**Re:** Advisory Board Appointments  
**Item #:** B.2.

**Background / Discussion:**

On September 26, 2016, Mayor Pro Tem Baker and Town Board Member Bennett conducted advisory board interviews. Pursuant to those interviews, the following individuals are being recommended for appointment:

**Planning Commission**

Mike McWilliams; alternate term expiring March 2019

**Windsor Housing Authority**

Lindsay Gillingham; term expiring June 2021

**Tree Board**

Bill Monroe; term expiring September 2020

**Recommendation:**

Staff recommends the appointments as noted.



Rec'd 8/2/16

4.45

Advisory Board/Commission Application

To be considered a candidate for a board or commission, please complete this application and return it to the Town Clerk's Office, 301 Walnut Street, Windsor, CO 80550, fax to (970) 686-7180 or email to pgarcia@windsorgov.com. Application deadlines vary. Late applications will be kept on file for one year for future vacancies.

Qualifications: All positions require residency within the Town of Windsor and some positions require a particular area of experience or vocation.

Additional information can be found on the Town's website under Boards and Commissions or contact the Town Clerk's office at (970) 674-2400.

Candidates will be invited to an interview with the Town Board and appointments are made by the Town Board as a whole.

Name of Board or Commission: planning commission

Name: mike mcwilliams

Address: 305 pelican cove windsor co

Day Phone: 970-686-0559 Night Phone: 970-381-4721

E-Mail Address: mikemsha@yahoo.com

How long have you been a resident in Windsor? 19 years

Current Occupation: retired Employer: n/a

Do you currently serve, or have you served previously, on a board or commission? If so, which one(s)?  
no

Why do you want to become a member of this particular board or commission?

Want to make sure Windsor grows in the right direction not out of control.

Briefly explain what you believe are the two most important issues facing this board or commission, and how do you believe this board or commission should address each issue?

1) To ensure zoning is done properly in order to avoid problems in future.

2) To ensure zoning is done properly in order to avoid problems in future.

for future generations.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I retired (21 years) from the Federal Government as a OSHA compliance officer in Safety and Health. If you need a resume I will be willing to send it.

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Please specify any activities which might create a conflict of interest that would prevent you from official action if you should be appointed to this board or commission:

None

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Have you attended a meeting of the board or commission you are applying to or talked to anyone currently on the board? Yes  No

Comments: Spoke with Steve Scheffel about this opening. I am interested in the position of Alternate Commissioner.

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If not appointed at this time, would you be interested in serving on any other advisory boards or commissions at the Town of Windsor? If so, please list any preferences: Depends on opening

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*All applicants are strongly encouraged to attend a regularly scheduled meeting of the board or commission for which they are applying.*

*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 for assistance.*

I certify that all statements on this form are true and complete. I further understand that false statements shall be sufficient cause for rejection of this application or for grounds to apply the penalty provisions of the Code of Ethics.

Signature: Mike McWilliams



Date: 7/19/2016

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Rec'd 8/2/16  
S.45

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Candidates will be invited to an interview with the Town Board and appointments are made by the Town Board as a whole.

Name of Board or Commission: Windsor Housing Authority

Name: Lindsay M Gillingham

Address: 806 Stone Mountain Dr # 105 Windsor, CO 80550

Day Phone: 970-352-1551 x 6595 Night Phone: 970-308-2060

E-Mail Address: moonfirebug13@yahoo.com or gillinlm@co.weld.co.us

How long have you been a resident in Windsor? 23 years

Current Occupation: Program Integrity Resource Specialist Employer: Weld County Human Services

Do you currently serve, or have you served previously, on a board or commission? If so, which one(s)?  
I have not yet served

Why do you want to become a member of this particular board or commission? I currently work welfare programs for federal, state and county. I wish to bridge a gap in community partnerships.

Briefly explain what you believe are the two most important issues facing this board or commission, and how do you believe this board or commission should address each issue?

1) Increase in need for community members 65+ years of age. I believe that we can help face this issue by coming together as a community to gather our resources and provide opportunities for our clients to become self sufficient and stable through education, welfare programs, faith outreach, and other available community resources.

2) Lack of affordable housing / dramatically increaseing housing rates. I believe that we can help face this issue, again, by gathering our available resources, promoting self sufficiency in our clients, and by building a strong community that provides lots of options for those facing these extreme situations where their resources have worn thin.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Certified generalist case worker for Food Assistance, Medicaid, LTC / HCBS, Adult Financial and TANF welfare programs. I am currently a notary of public, certified in CPR & AED. Additionally I have 9 years of experience working with welfare programs, state rules & regulations, CCR and Colorado Constitution

Please specify any activities which might create a conflict of interest that would prevent you from official action if you should be appointed to this board or commission:

I currently and employed full time with Weld County. My current work hours do not create a conflict that would prevent me from this position. I have received permission from my manager, division head and director to apply for this position and they re aware I wish to pursue this oppertunity.

Have you attended a meeting ~~of the board~~ or commission you are applying to or talked to anyone currently on the board? Yes  No

Comments: I currently sit in with the Board of County Commissioners. I have spoken with Julie Cozad about what it is like to be a county commissioner and a board member.

If not appointed at this time, would you be interested in serving on any other advisory boards or commissions at the Town of Windsor? If so, please list any preferences: I am not against other positions, but this one is more "up my alley" as far as experience and background.

All applicants are strongly encouraged to attend a regularly scheduled meeting of the board or commission for which they are applying.

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 for assistance.

I certify that all statements on this form are true and complete. I further understand that false statements shall be sufficient cause for rejection of this application or for grounds to apply the penalty provisions of the Code of Ethics.

Signature: **Lindsay Gillingham** Digitally signed by Lindsay Gillingham Date: 8/02/2016  
DN: cn=Lindsay Gillingham, o, ou, email=Moonfirebug13@yahoo.com, c=US  
Date: 2016.08.02 18:19:48 -06'00'

Rec'd 7/26/16  
5:15



Advisory Board/Commission Application

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Candidates will be invited to an interview with the Town Board and appointments are made by the Town Board as a whole.

Name of Board or Commission: Tree Board

Name: William (Bill) Monroe

Address: 5352 Promontory Circle Windsor 80528

Day Phone: 970-225-0331 Night Phone: SAME

E-Mail Address: munro1952@icloud.com

How long have you been a resident in Windsor? 15 1/2 years

Current Occupation: Retired Employer: \_\_\_\_\_

Do you currently serve, or have you served previously, on a board or commission? If so, which one(s)?

Yes - Tree Board

Why do you want to become a member of this particular board or commission? I feel that trees are an important part of our environment & selected & cared for properly.

Briefly explain what you believe are the two most important issues facing this board or commission, and how do you believe this board or commission should address each issue?

1) The Emerald Ash Borer is fast approaching our town. We must help Windsor residents understand the problem and make plans for dealing with this serious situation.

2) Our town is growing rapidly and our residents need to know the importance of trees, the importance of species diversity as well as the importance of planting and caring for them properly.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I am a Larimer County Extension Master Gardener with special training in tree care and tree problems.

Please specify any activities which might create a conflict of interest that would prevent you from official action if you should be appointed to this board or commission:

I can see no conflicts.

Have you attended a meeting of the board or commission you are applying to or talked to anyone currently on the board? Yes  No

Comments: I have been a board member for a number of years.

If not appointed at this time, would you be interested in serving on any other advisory boards or commissions at the Town of Windsor? If so, please list any preferences: Not at present

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I certify that all statements on this form are true and complete. I further understand that false statements shall be sufficient cause for rejection of this application or for grounds to apply the penalty provisions of the Code of Ethics.

Signature: W R Moore Date: July 26, 2016

# Report of Bills

September 2016



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

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

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 01 GENERAL FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
77941	AFLAC	EMPLOYEE BENEFITS - AUG 2016	09/02/2016	888.64
77974	STANDARD INSURANCE COMPANY	SHORT / LONG TERM DISABILITY - AUG 2016	09/02/2016	4,891.52
78012	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATIONS	09/09/2016	15.00
78013	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	09/09/2016	276.92
78014	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	09/09/2016	296.57
78036	COLORADO DEPARTMENT OF REVENUE	SALES TAX	09/09/2016	531.00
78050	OKLAHOMA CENTRALIZED SUPPORT REGISTRY	WAGE ASSIGNMENT	09/09/2016	156.85
78051	GC SERVICES, LP	WAGE ASSIGNMENT	09/09/2016	198.18
78059	DRAGON PRODUCTS LTD	OVER COLLECTION OF SALES TAX	09/09/2016	39,116.27
78061	COLORADO DEPARTMENT OF REVENUE	WAGE ASSIGNMENT	09/09/2016	97.33
78105	SAFEBUILT INC.	AUGUST 2016 REIMBURSEMENT	09/16/2016	98,047.31
78135	FRONT RANGE WINE FESTIVAL	SALES TAX VENDOR FEE PAYMENT	09/16/2016	41.74
78166	LARIMER COUNTY SALES AND USE TAX	LARIMER COUNTY USE TAX COLLECTIONS	09/23/2016	11,461.58
78168	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATIONS	09/23/2016	15.00
78169	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	09/23/2016	296.57
78170	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	09/23/2016	276.92
78215	OKLAHOMA CENTRALIZED SUPPORT REGISTRY	WAGE ASSIGNMENT	09/23/2016	156.85
78217	GC SERVICES, LP	WAGE ASSIGNMENT	09/23/2016	220.16
78221	COLORADO DEPARTMENT OF REVENUE	WAGE ASSIGNMENT	09/23/2016	83.81
78227	FAWN WORSLEY	MIGHTY WIZARDS 1 REFUND	09/23/2016	175.00
78243	VISION SERVICE PLAN	VISION INSURANCE	09/30/2016	2,229.45
78245	AFLAC	AFLAC PREMIUM - SEPT 2016	09/30/2016	888.64
78249	WINDSOR-SEVERANCE FIRE PROTECT	FIRE DEPARTMENT BUILDING PERMIT COLLE	09/30/2016	2,875.00
78270	STANDARD INSURANCE COMPANY	LONG TERM / SHORT TERM DISABILITY	09/30/2016	4,325.78
78292	LANCE COX	UNCLAIMED PROPERTY - LOST PAYROLL CH	09/30/2016	193.81
78293	G&G PROPERTIES, LLC	REIMBURSE 97% FOR IMPROVEMENT OF LOT	09/30/2016	14,875.92
Total for Department: 000 NO PROJECT CODE				182,631.82
Department: 410 TOWN CLERK/CUSTOMER SERVI				
77928	COREN PRINTING, INC.	PRINTING	09/02/2016	110.00
77960	SHRED-IT USA	SHREDDING- CUSTOMER SERVICE	09/02/2016	80.63
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	25.92
77966	GREELEY TRIBUNE	PHN WEAKLAND ANNEXATION	09/02/2016	184.30
78008	OFFICE DEPOT	OFFICE SUPPLIES	09/09/2016	21.44
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	6.22
78106	GREELEY TRIBUNE	ORDINANCE 2016-1525 1ST	09/16/2016	66.50
78114	CARD SERVICES	NOCO CLERK MEETING LUNCH	09/16/2016	104.90
78206	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION	09/23/2016	9.80
78246	VICTORY SALES, INC	CUSTOMER SERVICE TOWN SHIRTS	09/30/2016	236.00
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	25.92
Total for Department: 410 TOWN CLERK/CUSTOM				871.63
Department: 411 MAYOR & TOWN BOARD				
77970	KRISTIE MELENDEZ	MILEAGE REIMBURSEMENT	09/02/2016	47.51
77971	CASH-WA DISTRIBUTING CO.	HARVEST FEST CANDY	09/02/2016	275.65
78114	CARD SERVICES	HARVEST FEST FRISBEES, COFFEE W/MAYOR	09/16/2016	696.59
78148	CITY OF EVANS	CML DISTRICT 2 MEETING	09/16/2016	100.00
78246	VICTORY SALES, INC	TOWN BOARD SHIRTS	09/30/2016	94.00
Total for Department: 411 MAYOR & TOWN BOAR				1,213.75
Department: 412 MUNICIPAL COURT				
77930	MICHAEL E MANNING	MUNICIPAL COURT JUDGE SERVICE	09/02/2016	1,410.00
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	6.20
78213	ESY RAY & ASSOICATES	INTERPRETATION SERVICES	09/23/2016	122.90
Total for Department: 412 MUNICIPAL COURT				1,539.10

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 413 TOWN MANAGER				
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	9.72
77989	SAMANAGE USA, INC	ANNUAL SUBSCRIPTION	09/02/2016	880.00
78035	KEN STERKEL	TIER 1 WINNER - AUG 2016	09/09/2016	25.00
78055	CAMERON UTOFT	TIER 1 WINNER - AUG 2016	09/09/2016	25.00
78056	RHONDA MCCRACKEN	TIER 1 WINNER - AUGUST 2016	09/09/2016	25.00
78075	VARTEC TELECOM	FAX MACHINE SERVICE	09/16/2016	1.26
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	11.28
78114	CARD SERVICES	FONT PURCHASE	09/16/2016	245.12
78181	KELLY E ARNOLD	ICMA CONFERENCE PER DIEM - KANSAS CIT'	09/23/2016	241.00
78201	KELLY UNGER	ICMA CONFERENCE PER DIEM - KANSAS CIT'	09/23/2016	261.00
78206	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION	09/23/2016	4.90
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	9.72
Total for Department: 413 TOWN MANAGER				1,739.00
Department: 415 FINANCE				
77928	COREN PRINTING, INC.	PRINTING	09/02/2016	61.00
77945	DEAN MOYER	MILEAGE REIMBURSEMENT - NORTHERN WA	09/02/2016	23.76
77957	REVENUE RECOVERY GROUP, INC	AUDIT SERVICE	09/02/2016	3,015.00
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	16.20
78008	OFFICE DEPOT	OFFICE SUPPLIES	09/09/2016	-160.99
78075	VARTEC TELECOM	FAX MACHINE SERVICE	09/16/2016	1.26
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	28.54
78206	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION	09/23/2016	24.50
78256	BANK OF COLORADO	GIFT CARDS - RESTOCK INVENTORY.	09/30/2016	50.00
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	16.20
78264	MEGAN WALTER	MILEAGE REIMBURSEMENT - BANK TRIPS, CI	09/30/2016	43.33
78267	ANTON COLLINS MITCHELL LLP	2015 AUDIT SERVICES	09/30/2016	27,989.93
Total for Department: 415 FINANCE				31,108.73
Department: 416 HUMAN RESOURCES				
77929	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	09/02/2016	36.22
77934	SAMS CLUB DIRECT	CHIEF RETIREMENT REFRESHMENTS	09/02/2016	280.24
77960	SHRED-IT USA	SHREDDING- HR	09/02/2016	80.62
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	9.72
77973	OCCUPATIONAL HEALTH CENTERS OF THE SOUTH	JOB INJURY RAPID PANAL	09/02/2016	37.00
78003	SAMS CLUB DIRECT	CHIEFS RETIREMENT PARTY SUPPLIES	09/09/2016	112.38
78018	HIRERIGHT, LLC	BACKGROUND SCREENING - JULY 2016	09/09/2016	1,836.80
78033	OCCUPATIONAL HEALTH CENTERS OF THE SOUTH	JOB INJURY RAPID PANEL	09/09/2016	37.00
78040	JACQUELYNE KREMSE	MILEAGE REIMBURSEMENT - MSEC CLASS F	09/09/2016	16.85
78054	NORTHERN COLORADO HUMAN RESOURCES ASSC	MEMBERSHIP	09/09/2016	85.00
78057	COLORADO STATE UNIVERSITY	CAREER FAIR REGISTRATION	09/09/2016	250.00
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	8.85
78114	CARD SERVICES	CONFLICT RESOLUTION MEETING	09/16/2016	516.64
78187	MARY CARSON-ROBINS	MILEAGE REIMBURSEMENT	09/23/2016	153.59
78199	COLORADO HEALTH MEDICAL GROUP	IMMUNIZATIONS, FIT FOR DUTY, DOT	09/23/2016	1,100.00
78206	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION	09/23/2016	4.90
78257	MINES AND ASSOCIATES PC	PRE EMPLOYMENT SCREENING	09/30/2016	762.96
Total for Department: 416 HUMAN RESOURCES				5,328.77
Department: 418 LEGAL SERVICES				
77928	COREN PRINTING, INC.	PRINTING	09/02/2016	12.00
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	6.48
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	7.02
78114	CARD SERVICES	SEMINAR ON MUNICIPAL LAW - CML	09/16/2016	275.00
78194	LAWRENCE JONES CUSTER GRASMICK	Kern-General Matters	09/23/2016	2,990.91
78202	WEST PUBLISHING CORPORATION	08/01/2016-08/31/2016	09/23/2016	720.35
78206	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION	09/23/2016	9.80
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	6.48
Total for Department: 418 LEGAL SERVICES				4,028.04

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 419 PLANNING & ZONING				
77927	AMERICAN PLANNING ASSOCIATION	APA DUES 10/1/16 - 9/30/17	09/02/2016	275.00
77928	COREN PRINTING, INC.	PRINTING	09/02/2016	12.00
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	19.44
77966	GREELEY TRIBUNE	25 EAST WALNUT - PC PUBLIC HEARING	09/02/2016	182.20
77978	ABLAO LAW LLC	LIQUOR AUTHORITY APRIL 2016-JUNE 2016	09/02/2016	416.25
78038	STEVE SCHEFFEL	PER DIEM - APA CONFERENCE COLORADO SI	09/09/2016	206.50
78043	CHARLES SCHINNER	PER DIEM - APA CONFERENCE COLORADO SI	09/09/2016	206.50
78045	PAUL HORNBECK	PER DIEM - APA CONFERENCE COLORADO SI	09/09/2016	206.50
78046	CARLIN BARKEEN	PER DIEM - APA CONFERENCE COLORADO SI	09/09/2016	206.50
78075	VARTEC TELECOM	FAX MACHINE SERVICE	09/16/2016	1.26
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	25.40
78106	GREELEY TRIBUNE	PUBLIC HEARING- 328 WALNUT STREET	09/16/2016	63.00
78206	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION	09/23/2016	19.60
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	19.44
Total for Department: 419 PLANNING & ZONING				1,859.59
Department: 420 ECONOMIC DEVELOPMENT				
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	6.48
78023	EAST COLORADO SBDC	2016 SPONSORSHIP - NORTHERN COLORADO	09/09/2016	750.00
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	21.41
78114	CARD SERVICES	BUSINESS RES GUIDE MATERIALS	09/16/2016	405.92
78206	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION	09/23/2016	9.80
78211	THE PRINT SHOP OF LOVELAND, LLC	EXECUTIVE SUMMARY GO NOCO REPRINTS	09/23/2016	125.00
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	6.48
78273	STACY JOHNSON	PER DIEM - ECONOMIC DEVELOPMENT COUR	09/30/2016	114.00
78294	ANDERSON ANALYTICS LLC	ECONOMIC IMPACT ANALYSIS - MILL	09/30/2016	6,592.73
Total for Department: 420 ECONOMIC DEVELOPM				8,031.82
Department: 421 POLICE DEPARTMENT				
77928	COREN PRINTING, INC.	BADGES	09/02/2016	75.00
77929	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	09/02/2016	1,449.90
77933	XCEL ENERGY	UTILITIES	09/02/2016	2,000.56
77934	SAMS CLUB DIRECT	MEMBERSHIP - KLIMEK	09/02/2016	15.00
77935	CENTURYLINK	PHONE SERVICE	09/02/2016	307.34
77963	GARDEN VALLEY VET HOSPITAL	PET RECOVERY FEE / 5 DAY BOARDING 16-96	09/02/2016	130.00
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	84.24
77985	MEDINA'S SPRINKLERS	MOWING AND WEED REMOVAL WITH DUMP	09/02/2016	280.00
77990	VERIZON WIRELESS - VSAT NORTH	SMS PRESERVATION	09/02/2016	50.00
78000	PETTY CASH	LUNCH DURING TRAINING, CHIEFS LUNCH, N	09/09/2016	122.04
78079	WELD COUNTY GOVERNMENT ACCOUNTING	RSA TOKEN/R PURVIS	09/16/2016	75.00
78082	OFFICE DEPOT	OFFICE SUPPLIES	09/16/2016	240.78
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	51.23
78098	NEVE'S UNIFORMS, INC.	.45 HIGH MAGAZINE/TRAINING ROUNDS	09/16/2016	482.90
78099	BASELINE ASSOCIATES, INC.	PRE EMPLOYMENT POLYGRAPH/R PURVIS AI	09/16/2016	280.00
78101	GARDEN VALLEY VET HOSPITAL	PET RECOVERY/BOARDING/16-10535	09/16/2016	170.00
78104	KINSCO, LLC	SHIRTS/PANTS FOR C DODD	09/16/2016	1,318.61
78107	POUDRE VALLEY HEALTH SYSTEM	BLOOD DRAW/16-09298	09/16/2016	136.24
78110	KENNETH R. HENSCHKE	PSYCH EXAM/R PURVIS	09/16/2016	150.00
78114	CARD SERVICES	BATTERIES, SCOPE, BADGE, LANYARDS	09/16/2016	152.45
78117	ANIMAL CARE EQUIPMENT AND SERVICE	PORTABLE CARRIER	09/16/2016	135.04
78147	CHUCK'S TOWING, LLC	VEHICLE TOWING	09/16/2016	162.00
78206	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION	09/23/2016	29.40
78235	XCEL ENERGY	UTILITIES	09/30/2016	2,000.39
78250	JENSEN ARMS	FLASHLIGHT/LOPEZ	09/30/2016	129.79
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	87.48
78259	KINSCO, LLC	ALTERATIONS/D WALKER	09/30/2016	1,528.79
78276	CAROL PUTNAM	CCRN CONFERENCE/MEALS AND HOTEL	09/30/2016	295.88
78280	WELD COUNTY PUBLIC SAFETY IT	RSA TOKENS/DODD AND ZEIGLER	09/30/2016	150.00
78304	CNC TECHNICAL SERVICES, LLC	ALIGNMENT & PRECENTATIVE MAINTENANC	09/30/2016	1,350.00
Total for Department: 421 POLICE DEPARTMENT				13,440.06
Department: 428 RECYCLING				
77933	XCEL ENERGY	UTILITIES	09/02/2016	52.90
78065	WASTE MANAGEMENT OF COLORADO	RECYCLE SITE PULLS	09/16/2016	1,097.00
78235	XCEL ENERGY	UTILITIES	09/30/2016	45.39
Total for Department: 428 RECYCLING				1,195.29

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 429 STREETS & ALLEYS				
77929	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	09/02/2016	350.98
77940	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	09/02/2016	1,246.37
77948	O.J. WATSON EQUIPMENT	STEPS, GRAB HANDLE	09/02/2016	196.14
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	12.96
77975	AGFINITY, INCORPORATED	WEED SPRAY	09/02/2016	1,769.75
78001	XCEL ENERGY	UTILITIES	09/09/2016	25,094.24
78005	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	09/09/2016	955.98
78064	VERIZON WIRELESS SERVICES LLC	TOWN BILL BOARDS	09/16/2016	118.27
78076	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	09/16/2016	1,118.49
78114	CARD SERVICES	SNOW & ICE CONFERENCE	09/16/2016	667.31
78144	POWER EQUIPMENT COMPANY	RENTAL ROAD SWEEPER	09/16/2016	1,000.00
78151	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	09/23/2016	322.02
78153	MANWEILER HARDWARE, INC	PLIERS	09/23/2016	23.38
78162	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	09/23/2016	4,039.12
78180	SCHNEIDER'S PAVING, LLC	ASPHALT PATCHES	09/23/2016	5,100.00
78244	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	09/30/2016	2,750.81
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	12.96
Total for Department: 429 STREETS & ALLEYS				44,778.78
Department: 430 PUBLIC WORKS DEPARTMENT				
77929	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	09/02/2016	32.16
77933	XCEL ENERGY	UTILITIES	09/02/2016	860.22
77936	ZEP SALES AND SERVICE	WASP & HORNET SPRAY	09/02/2016	216.48
77948	O.J. WATSON EQUIPMENT	WILTON VISE	09/02/2016	403.65
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	6.48
77982	QUICK STITCH EMBROIDERY, LLC	PUBLIC WORKS/CITIZEN HATS	09/02/2016	552.48
78075	VARTEC TELECOM	FAX MACHINE SERVICE	09/16/2016	1.26
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	6.39
78103	AT & T MOBILITY	ALERT MONITORS WIRELESS SERVICE	09/16/2016	86.00
78132	QUICK STITCH EMBROIDERY, LLC	UNIFORMS	09/16/2016	250.90
78156	CENTURYLINK	PHONE SERVICE	09/23/2016	48.80
78206	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION	09/23/2016	4.90
78238	ZEP SALES AND SERVICE	WASP SPRAY, ZEP 40 SOAP	09/30/2016	363.01
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	6.48
Total for Department: 430 PUBLIC WORKS DEPAR				2,839.21
Department: 431 ENGINEERING DEPARTMENT				
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	22.68
77966	GREELEY TRIBUNE	SECTION 00660 - FINAL PAYMENT	09/02/2016	25.00
77981	ALL TRAFFIC DATA SERVICES, INC	TRAFFIC COUNTS FOR EASTMAN PARK DRIV	09/02/2016	2,000.00
78008	OFFICE DEPOT	OFFICE SUPPLIES	09/09/2016	328.77
78075	VARTEC TELECOM	FAX MACHINE SERVICE	09/16/2016	1.26
78092	NAPA AUTO PARTS	TOOLS FOR INSPECTOR TRUCK	09/16/2016	77.46
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	20.78
78192	BOMGAARS	UNIFORM PANTS	09/23/2016	79.80
78198	COLORADO STORMWATER COUNCIL	MEMBERSHIP	09/23/2016	500.00
78206	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION	09/23/2016	29.40
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	22.68
Total for Department: 431 ENGINEERING DEPART				3,107.83
Department: 432 CEMETERY				
77933	XCEL ENERGY	UTILITIES	09/02/2016	777.06
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	3.24
78114	CARD SERVICES	BALL VALVES	09/16/2016	76.11
78153	MANWEILER HARDWARE, INC	BATTERIES, WEDEATER STRING	09/23/2016	47.31
78206	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION	09/23/2016	4.90
78235	XCEL ENERGY	UTILITIES	09/30/2016	710.01
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	3.24
Total for Department: 432 CEMETERY				1,621.87
Department: 433 COMMUNITY EVENTS				
77972	WESTERN ENTERPRISES, INC	JULY 4TH FIREWORKS DISPLAY CREDIT	09/02/2016	20,200.00
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	2.82
78114	CARD SERVICES	FONT PURCHASE	09/16/2016	340.69
78159	CIRSA	HARVEST FESTIVAL INSURANCE	09/23/2016	4,414.71
78274	WINDSOR HARVEST FESTIVAL PLANN	REIMBURSEMENT FOR GENERATOR	09/30/2016	380.00
Total for Department: 433 COMMUNITY EVENTS				25,338.22

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 450 FORESTRY				
77952	RED WINGS SHOES	UNIFORMS - BLAKE MCGREW	09/02/2016	233.74
77955	FINE TREE SERVICE, INC	STUMP REMOVAL	09/02/2016	4,500.00
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	6.48
78077	VICTORY SALES, INC	TREASURE ISLAND SHIRTS	09/16/2016	116.82
78083	ACE HARDWARE, LLC	CORNER BRACE, FASTENERS	09/16/2016	105.10
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	2.82
78114	CARD SERVICES	ARBORIST SUPPLIES	09/16/2016	297.70
78242	JAX INC.	JEANS - CLOTHING ALLOWANCE	09/30/2016	127.97
78246	VICTORY SALES, INC	TSHIRTS FOR HARVEST FEST FLOAT	09/30/2016	102.87
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	6.48
78282	MARY MONROE	REIMBURSE FLOAT SUPPLIES	09/30/2016	43.69
Total for Department: 450 FORESTRY				5,543.67
Department: 451 RECREATION				
77934	SAMS CLUB DIRECT	FAMILY CAMP OUT SUPPLIES	09/02/2016	5,587.52
77942	VICTORY SALES, INC	ASB SUMMER T-SHIRTS	09/02/2016	610.72
77947	HOME DEPOT	300' TAPE MEASURE	09/02/2016	89.91
77950	KIRK MOSES	ASB SUMMER AWARDS	09/02/2016	841.00
77954	KING SOOPERS	SUPPLIES	09/02/2016	110.47
77956	NORTHERN CO SPORTS OFFICIALS	FALL BASEBALL UMPIRES	09/02/2016	650.00
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	29.16
77965	INDIAN PEAKS GIRLS SOFTBALL AS	IPGSA FALL SOFTBALL REGISTRATIONS - 1 TI	09/02/2016	650.00
77967	EDWARDS REFRIGERATION	FREEZER REPAIR AT CHIMNEY PARK	09/02/2016	231.00
77971	CASH-WA DISTRIBUTING CO.	HARVEST FESTIVAL BBQ SUPPLIES	09/02/2016	2,335.40
77979	DANNI DANCE CORP	AUGUST DANCE CLASSES	09/02/2016	542.50
77987	CRICKET STEVENS FUECKER	AQUA AEROBICS - AUGUST	09/02/2016	240.00
77988	TERISA LACERT PECK	FITNESS INSTRUCTION AUG 13-27	09/02/2016	300.00
77989	SAMANAGE USA, INC	ANNUAL SUBSCRIPTION	09/02/2016	440.00
77991	FASTSIGNS	SIGN FOR UPWARD	09/02/2016	54.00
77992	CHRISTINE GINNITY	NYSCA TRAINING	09/02/2016	20.00
77993	AARON ALEXANDER	NYSCA TRAINING	09/02/2016	20.00
77994	JULIE OLDRIGHT	NYSCA TRAINING	09/02/2016	20.00
77995	NATHAN MCHENRY	NYSCA TRAINING	09/02/2016	20.00
77996	MEGAN BROWN	NYSCA TRAINING	09/02/2016	20.00
77997	MARCUS KERSHAW	NYSCA TRAINING	09/02/2016	20.00
77998	JUSTIN WEBB	NYSCA TRAINING	09/02/2016	20.00
77999	DEREK JACKSON	NYSCA TRAINING	09/02/2016	20.00
78002	GARRETSON'S SPORT CENTER	FOOTBALL HELMET EQUIPMENT, SNAPS, MO	09/09/2016	150.90
78003	SAMS CLUB DIRECT	CONCESSIONS SUPPLIES	09/09/2016	1,738.64
78006	LL JOHNSON DISTRIBUTING CO.	FIELD PAINT	09/09/2016	512.00
78020	GREELEY TRIBUNE	FALL ACTIVITY GUIDE	09/09/2016	2,654.44
78024	MUTSUMI PAULINE BROWN	FITNESS INSTRUCTION - AUGUST	09/09/2016	504.00
78025	SWANK MOTION PICTURES, INC.	CINDERELLA MOVIE	09/09/2016	781.00
78039	MARIE C DOTTS	T'AI CHI CHIH JULY/AUGUST	09/09/2016	252.00
78052	JC LYNNE & CO LLC	AUGUST FITNESS	09/09/2016	425.00
78058	HARCO ATHLETIC RECONDITIONING, INC,	FOOTBALL HELMET RECONDITIONING	09/09/2016	3,157.50
78060	EMILY AGONE	NYSCA TRAINING	09/09/2016	20.00
78077	VICTORY SALES, INC	CRUISE IN TSHIRTS	09/16/2016	2,142.74
78078	ARAPAHOE RENTAL	SOD CUTTER	09/16/2016	139.75
78083	ACE HARDWARE, LLC	NEW PLUG FOR WMS SCOREBOARD - YOUTH	09/16/2016	67.22
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	61.73
78108	HIGHLAND PARK LANES	UPWARD BOWLING - JULY	09/16/2016	254.80
78111	E-470 PUBLIC HIGHWAY AUTHORITY	EXPRESS TOLL - SENIOR MEETING	09/16/2016	1.45
78114	CARD SERVICES	CONSTANT CONTACT	09/16/2016	3,286.51
78122	AWARD ALLIANCE LLC	DASH PLAQUES AND AWARDS FOR WINDSOI	09/16/2016	363.00
78128	HUGO FLORES	DJ FOR TEEN NIGHT - SEPT.	09/16/2016	300.00
78129	THOMPSON RIVERS PARKS & REC	U12 SPRING SOCCER FEE	09/16/2016	240.00
78134	ALISON KOSTER	CRITTER BIRTHDAY PARTY	09/16/2016	45.00
78141	KRISTINA, K. WOOD	FITNESS CLASSES AUG 21 - SEPT 3	09/16/2016	150.00
78142	TERISA LACERT PECK	FITNESS INSTRUCTION AUG 29-SEPT 10	09/16/2016	270.00
78143	DEBORAH L. CAMPBELL	FITNESS CLASSES AUG 29 - SEPT 4	09/16/2016	75.00
78145	LINDA ZIEGLER	FITNESS CLASSES	09/16/2016	175.00
78146	ZACHARY MEISMER	DJ SERVICE FOR WINDSOR CRUISE IN	09/16/2016	200.00
78153	MANWEILER HARDWARE, INC	PAINTING SUPPLIES	09/23/2016	777.95
78159	CIRSA	WORKERS COMP CLAIM	09/23/2016	252.32
78164	LL JOHNSON DISTRIBUTING CO.	FIELD PAINT	09/23/2016	384.00
78173	KIRK MOSES	MUD VOLLEYBALL TROPHIES	09/23/2016	370.75
78179	NORTHERN CO SPORTS OFFICIALS	YOUTH SOCCER FALL STAFF	09/23/2016	14,604.00
78184	BSN SPORTS INC	SOCCER NETS	09/23/2016	420.00
78188	GOLF AND SPORT SOLUTIONS, LLC	DIRT AND FIELD GRADE	09/23/2016	6,234.46
78189	POWER TO PLAY SPORTS LLC	POWER TO PLAY FALL LEAGUE - 8 TEAMS	09/23/2016	9,400.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
78206	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION	09/23/2016	19.60
78216	TEAM SIDELINE.COM	TEAM SIDELINE PREMIUM UPGRADE	09/23/2016	1,099.00
78218	KRISTINA, K. WOOD	FITNESS CLASSES 9/4-9/17	09/23/2016	125.00
78219	KELLY MARIE KENNEDY	FITNESS CLASSES 8/20-9/2	09/23/2016	225.00
78220	DEBORAH L. CAMPBELL	FITNESS CLASSES 9/10-9/15	09/23/2016	100.00
78236	SAMS CLUB DIRECT	WATER & COKE FOR CONCESSIONS	09/30/2016	1,064.63
78248	ACE HARDWARE, LLC	SOCCER PARTS - FASTENERS	09/30/2016	19.95
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	29.16
78260	HIGHLAND PARK LANES	UPWARD BOWLING AUGUST	09/30/2016	280.00
78262	CITY OF FORT COLLINS, CO	FALL FLAG & TACKLE FOOTBALL REGISTRAT	09/30/2016	8,965.00
78263	COLORADO STATE UNIVERSITY FUND #2-21790	FECAL COLIFORM / E COLI COUNT	09/30/2016	30.00
78271	APEX LEGAL SERVICE LLC	CREATE WILL CLASS	09/30/2016	612.50
78279	HUGO FLORES	DJ FOR TEEN NIGHT	09/30/2016	300.00
78283	UNITED SITE SERVICES OF COLORADO, INC	PORTABLE RESTROOMS	09/30/2016	42.00
78286	WINDSOR YOUTH CHEER	SEPTEMBER COMP CHEER	09/30/2016	5,460.00
78287	TERISA LACERT PECK	FITNESS CLASSES SEPT 12-25	09/30/2016	300.00
78288	KELLY MARIE KENNEDY	FITNESS CLASSES SEPT 17-30	09/30/2016	75.00
78289	DEBORAH L. CAMPBELL	FITNESS CLASSES SEPT 17-23	09/30/2016	50.00
78290	LINDA ZIEGLER	FITNESS CLASSES SEPT 15 - 27	09/30/2016	100.00
78296	KARI PERRY	NYSCA TRAINING	09/30/2016	20.00
78297	JAMES PENFOLD	NYSCA TRAINING	09/30/2016	20.00
78302	AIRBOUND, INC	HAMSTER BALLS FOR TEEN NIGHT	09/30/2016	550.00

Total for Department: 451 RECREATION

82,769.68

Department: 452 AQUATICS/SWIMMING POOL

77954	KING SOOPERS	ICE CREAM	09/02/2016	52.94
78001	XCEL ENERGY	UTILITIES	09/09/2016	2,494.67
78007	AMERICAN RED CROSS CENTENNIAL CHAPTER	2016 LTS FACILITY FEE WITH RC LG	09/09/2016	300.00
78011	C.E.M. SALES AND SERVICE	POOL CHEMICALS	09/09/2016	901.71
78022	COLORADO STATE UNIVERSITY FUND #2-21790	LAKE WATER TESTING	09/09/2016	90.00
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	2.85
78109	COLORADO STATE UNIVERSITY FUND #2-21790	LAKE WATER TESTING	09/16/2016	30.00
78114	CARD SERVICES	UMBRELLAS FOR POOL	09/16/2016	802.84
78153	MANWEILER HARDWARE, INC	FISHING NET	09/23/2016	15.29
78156	CENTURYLINK	PHONE SERVICE	09/23/2016	126.42
78190	COLORADO STATE UNIVERSITY FUND #2-21790	LAKE WATER TESTING	09/23/2016	30.00
78191	ROLYAN BUOYS	BUOY WRAPPERS "SLOW NO WAKE" AND "D.	09/23/2016	279.00
78300	NOCO FROZEN TREATS, LLC	STAFF MEETING / APPRECIATION	09/30/2016	108.00

Total for Department: 452 AQUATICS/SWIMMING

5,233.72

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 454 PARKS				
77929	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	09/02/2016	350.98
77947	HOME DEPOT	FERTILIZER	09/02/2016	89.46
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	19.44
78001	XCEL ENERGY	UTILITIES	09/09/2016	8,913.62
78004	CENTURYLINK	PHONE SERVICE	09/09/2016	36.86
78009	WINDSOR-SEVERANCE FIRE PROTECT	MUSEUM UTILITY EXPENSE - TOWNS PORTIC	09/09/2016	33.98
78070	CHURCHICH RECREATION LLC	PLAYGROUND SLIDE FOR FOUNDERS	09/16/2016	1,067.53
78075	VARTEC TELECOM	FAX MACHINE SERVICE	09/16/2016	1.26
78078	ARAPAHOE RENTAL	TRACKHOE RENTAL	09/16/2016	328.10
78083	ACE HARDWARE, LLC	WASP AND HORNET SPRAY	09/16/2016	1,356.98
78092	NAPA AUTO PARTS	INVERTER TO RUN PUMP FOR BW PARK	09/16/2016	49.99
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	4.19
78114	CARD SERVICES	NRPA MEMBERSHIP	09/16/2016	1,119.29
78115	GREEN LAWN SOD CO, INC	BLUEGRASS SOD	09/16/2016	153.10
78118	COLORADO STONECRAFTS	TRAIL ENGRAVING	09/16/2016	734.00
78133	UNITED SITE SERVICES OF COLORADO, INC	RESTROOM SERVICE	09/16/2016	50.00
78149	JOSHUA ROSEBERRY	REFUND APPLICATOR GENERAL AND TURN 1	09/16/2016	74.00
78151	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	09/23/2016	1,889.65
78153	MANWEILER HARDWARE, INC	PARKS AUGUST CHARGES	09/23/2016	344.23
78155	GRAINGER, INC.	SUNSCREEN	09/23/2016	240.36
78159	CIRSA	WORKERS COMP CLAIM	09/23/2016	46.06
78162	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	09/23/2016	37.17
78163	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE	REPAIR FLAG POLE LIGHT AT BW PARK	09/23/2016	1,534.49
78175	DBC IRRIGATION SUPPLY	SPRINKLER PARTS	09/23/2016	2,293.01
78185	QUALITY WELL AND PUMP	PUMP REPAIR - VILLAGE PARK	09/23/2016	3,288.80
78192	BOMGAARS	PUMP FOR IRRIGATION BREAKS	09/23/2016	73.98
78200	L AND M ENTERPRISES INC	MONTHLY LANDSCAPE MAINTENANCE	09/23/2016	4,207.17
78206	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION	09/23/2016	14.70
78228	FLINT TRADING, INC	HANDICAP THERMALS	09/23/2016	1,396.23
78232	MIRACLE RECREATION EQUIPMENT C	SWING SET CHAIN	09/30/2016	329.65
78233	MOREY'S GLASS AND METALS INC	TRIM VINYL FOR HOCKEY SHACK	09/30/2016	36.00
78237	GRAINGER, INC.	AUTOMOTIVE CYLINDER & KEY	09/30/2016	191.37
78248	ACE HARDWARE, LLC	CLAMP	09/30/2016	13.97
78253	DBC IRRIGATION SUPPLY	SPRINKLER PARTS	09/30/2016	1,493.22
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	22.68
78269	FASTENAL COMPANY	HARDWARE	09/30/2016	58.85
78275	PAWNEE BUTTES SEED	SEED - CHIMNEY PARK	09/30/2016	1,080.00
78281	FAIRBANK EQUIPMENT, INC	SPRAYER EQUIPMENT	09/30/2016	33.66
Total for Department: 454 PARKS				33,008.03

Department: 455 SAFETY/LOSS CONTROL

77934	SAMS CLUB DIRECT	SEATBELT COMPLIANCE	09/02/2016	195.90
78195	FASTENAL COMPANY	VENDING SUPPLIES - SAFETY	09/23/2016	117.91
78269	FASTENAL COMPANY	OUTSTANDING CREDIT	09/30/2016	-85.80
Total for Department: 455 SAFETY/LOSS CONTROL				228.01

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 456 ART & HERITAGE				
77935	CENTURYLINK	PHONE SERVICE	09/02/2016	51.57
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	3.24
78001	XCEL ENERGY	UTILITIES	09/09/2016	698.50
78041	SECURITY AND SOUND DESIGN	QUARTERLY SECURITY MONITORING - ACH	09/09/2016	180.00
78075	VARTEC TELECOM	FAX MACHINE SERVICE	09/16/2016	1.26
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	3.21
78153	MANWEILER HARDWARE, INC	SURGE PROTECTOR AND EXTENSION CORD 1	09/23/2016	22.48
78156	CENTURYLINK	PHONE SERVICE	09/23/2016	186.56
78204	CATTLIN HEUSSER	REIMBURSEMENT FOR MICHAEL AUCTION SI	09/23/2016	180.00
78233	MOREY'S GLASS AND METALS INC	WINDOW REPAIR	09/30/2016	63.00
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	3.24
Total for Department: 456 ART & HERITAGE				1,393.06
Department: 457 TOWN HALL				
77935	CENTURYLINK	PHONE SERVICE	09/02/2016	132.92
78066	XCEL ENERGY	UTILITIES	09/16/2016	2,339.47
78067	CENTURYLINK	PHONE SERVICE	09/16/2016	632.27
78156	CENTURYLINK	PHONE SERVICE	09/23/2016	64.44
Total for Department: 457 TOWN HALL				3,169.10
Total for Fund:01 GENERAL FUND				462,018.78
Fund: 02 PARK IMPROVEMENT FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
78053	JOURNEY HOMES LLC	REFUND WATER PLANT INVESTMENT FEE - 2	09/09/2016	8.00
Total for Department: 000 NO PROJECT CODE				8.00
Total for Fund:02 PARK IMPROVEMENT FUND				8.00
Fund: 04 CAPITAL IMPROVEMENT FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
78028	DR HORTON	ROAD IMPACT FEE REFUND - 2260 STONE FIS	09/09/2016	100.00
78059	DRAGON PRODUCTS LTD	OVER COLLECTION OF SALES TAX	09/09/2016	26,077.51
78135	FRONT RANGE WINE FESTIVAL	SALES TAX VENDOR FEE PAYMENT	09/16/2016	27.83
Total for Department: 000 NO PROJECT CODE				26,205.34
Department: 410 TOWN CLERK/CUSTOMER SERVI				
77991	FASTSIGNS	TOWN HALL INTERIOR SIGNAGE	09/02/2016	1,686.34
Total for Department: 410 TOWN CLERK/CUSTOM				1,686.34
Department: 419 PLANNING & ZONING				
78114	CARD SERVICES	MYLAR CABINET	09/16/2016	3,399.99
Total for Department: 419 PLANNING & ZONING				3,399.99
Department: 421 POLICE DEPARTMENT				
78003	SAMS CLUB DIRECT	NIKON CAMERA	09/09/2016	699.00
78114	CARD SERVICES	TOURNIQUET KITS	09/16/2016	1,570.66
Total for Department: 421 POLICE DEPARTMENT				2,269.66
Department: 429 STREETS & ALLEYS				
77938	COLORADO DEPARTMENT OF PUBLIC HEALTH & E	CONSTRUCTION DEWATERING FEES - EASTM	09/02/2016	820.00
78026	EARTH ENGINEERING CONSULTANTS, LLC	GEOTECHNICAL TESTING	09/09/2016	1,629.00
78044	TST, INC CONSULTING ENGINEERS	NEW LIBERTY ROAD DESIGN	09/09/2016	5,424.70
78049	COLORADO CIVIL GROUP, INC	COUNTY LINE DITCH EROSION DESIGN	09/09/2016	5,364.00
78127	WL CONTRACTORS, INC	WCR 13 / CROSS ROADS BLVD SIGNAL	09/16/2016	213,168.41
78140	DCP CIVIL LLC	EASTMAN PARK / 7TH ST ROUND ABOUT DES	09/16/2016	379,195.16
78171	FELSBURG HOLT AND ULLEVIG, INC	QUIET ZONE PLANNING / ADMIN	09/23/2016	300.36
78183	A-1 CHIPSEAL CO	SLURRY SEAL	09/23/2016	363,414.79
78231	CONNELL RESOURCES INC.	ROADWAY IMPROVEMENT PROJECT	09/30/2016	216,428.62
78265	EARTH ENGINEERING CONSULTANTS, LLC	NEW LIBERTY ROAD EXTENSION GEOTECHN	09/30/2016	1,474.75
78278	TST, INC CONSULTING ENGINEERS	NEW LIBERTY ROAD DESIGN	09/30/2016	1,481.00
78285	ALL PRO PAVEMENT	CONCRETE REPLACEMENT PROJECT	09/30/2016	259,048.76
Total for Department: 429 STREETS & ALLEYS				1,447,749.55

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 430 PUBLIC WORKS DEPARTMENT				
78136	INFUSION ARCHITECTS	PW MAINTENANCE FACILITY	09/16/2016	78,795.00
78209	WILLIAM T. WELCH COMPANY, LLC	PUBLIC WORKS MAINTENANCE FACILITY	09/23/2016	2,839.20
78295	OMNITRAX INC	24" WATER PIPELINE CROSSING RAILROAD P	09/30/2016	4,725.00
Total for Department: 430 PUBLIC WORKS DEPAR				86,359.20
Department: 451 RECREATION				
78184	BSN SPORTS INC	SOCCER GOALS - CLASSIC ALUMAGOAL	09/23/2016	13,500.00
Total for Department: 451 RECREATION				13,500.00
Department: 452 AQUATICS/SWIMMING POOL				
78019	QUALITY WELL AND PUMP	AURORA PUMP 341	09/09/2016	6,754.05
Total for Department: 452 AQUATICS/SWIMMING				6,754.05
Department: 454 PARKS				
78214	ONEFISH ENGINEERING, LLC	POUDRE RIVER IMPROVEMENT FISH PASSAG	09/23/2016	8,317.80
78269	FASTENAL COMPANY	OUTSTANDING CREDIT	09/30/2016	-5.91
Total for Department: 454 PARKS				8,311.89
Department: 456 ART & HERITAGE				
78114	CARD SERVICES	MUSEUM SHELVES	09/16/2016	261.84
Total for Department: 456 ART & HERITAGE				261.84
Department: 496 CUSTODIAL SERVICE				
78083	ACE HARDWARE, LLC	BELT SANDER AND BELT	09/16/2016	74.97
Total for Department: 496 CUSTODIAL SERVICE				74.97
Total for Fund:04 CAPITAL IMPROVEMENT FUND				1,596,572.83
Fund: 05 COMMUNITY & REC CENTER FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
78059	DRAGON PRODUCTS LTD	OVER COLLECTION OF SALES TAX	09/09/2016	4,346.25
78135	FRONT RANGE WINE FESTIVAL	SALES TAX VENDOR FEE PAYMENT	09/16/2016	4.64
Total for Department: 000 NO PROJECT CODE				4,350.89
Department: 490 COMMUNITY RECREATION CENT				
77929	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	09/02/2016	29.24
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	12.96
78001	XCEL ENERGY	UTILITIES	09/09/2016	8,650.23
78008	OFFICE DEPOT	OFFICE SUPPLIES	09/09/2016	31.83
78067	CENTURYLINK	PHONE SERVICE	09/16/2016	632.27
78083	ACE HARDWARE, LLC	TOTES FOR STORAGE CLOSET	09/16/2016	43.94
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	5.00
78114	CARD SERVICES	SIGNAGE	09/16/2016	327.63
78119	ALSCO INC	RENTAL LINENS - BDAY PART	09/16/2016	46.88
78156	CENTURYLINK	PHONE SERVICE	09/23/2016	501.29
78206	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION	09/23/2016	9.80
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	12.96
Total for Department: 490 COMMUNITY RECREAT				10,304.03
Total for Fund:05 COMMUNITY & REC CENTER F				14,654.92

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 06 WATER FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
78185	QUALITY WELL AND PUMP	COVENANT PARK WELL PERFORMANCE REIM	09/23/2016	32,100.00
78210	BLUE TOP CONSTRUCTION, INC	HYDRANT METER RENTAL REFUND	09/23/2016	2,100.00
78223	CATE BROTHERS EXCAVATING	HYDRANT METER RENTAL REFUND	09/23/2016	2,100.00
Total for Department: 000 NO PROJECT CODE				36,300.00
Department: 471 WATER				
77928	COREN PRINTING, INC.	PRINTING	09/02/2016	44.00
77931	NORTH WELD COUNTY WATER DISTRICT	WATER PURCHASED	09/02/2016	62,910.88
77939	USA BLUE BOOK	OUT OF SERVICE MARKERS & SEWER DYE	09/02/2016	605.52
77940	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	09/02/2016	1,156.33
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	9.72
78001	XCEL ENERGY	UTILITIES	09/09/2016	182.95
78063	DANA KEPNER COMPANY, INC.	METER PIT BARRLES AND COVERS	09/16/2016	1,578.00
78073	UTILITY NOTIFICATION CENTER OF COLORADO	LOCATE TRANSMISSIONS	09/16/2016	1,029.60
78074	USA BLUE BOOK	HYDRANT METER ADAPTER	09/16/2016	336.07
78076	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	09/16/2016	31.52
78095	CENTURY LINK	PHONE SERVICE	09/16/2016	4.54
78096	NATIONAL METER AND AUTOMATION	METERS & YOKES	09/16/2016	65,986.26
78100	CLEAR WATER SOLUTIONS INC	POTABLE WATER GENERAL SERVICES	09/16/2016	200.82
78102	DATAPRINT SERVICES, LLC	POSTAGE	09/16/2016	1,535.62
78106	GREELEY TRIBUNE	WATER TRANSMISSION LINE REPLACEMENT	09/16/2016	87.00
78113	JVA, INCORPORATED	WATER LINE REPLACEMENT DESIGN	09/16/2016	450.00
78114	CARD SERVICES	RELEASE AGENT	09/16/2016	731.16
78120	INSTRUMENT AND SUPPLY WEST INC	REBUILD MAIN VALVE	09/16/2016	833.00
78136	INFUSION ARCHITECTS	PW MAINTENANCE FACILITY	09/16/2016	39,397.50
78151	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	09/23/2016	30,526.13
78153	MANWEILER HARDWARE, INC	BRUSHES	09/23/2016	15.65
78158	CITY OF GREELEY WATER DEPARTMENT	WATER PURCHASED	09/23/2016	147,776.03
78162	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	09/23/2016	69.75
78163	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE	REWIRE MOTOR AT WATER TANK	09/23/2016	236.67
78176	OPERATOR CERTIFICATION PROGRAM	OPERATOR CERTIFICATION RENEWAL	09/23/2016	90.00
78205	COLORADO FOUNDATION FOR WATER EDUCATION	2016 - 2017 MEMBERSHIP DUES	09/23/2016	250.00
78209	WILLIAM T. WELCH COMPANY, LLC	PUBLIC WORKS MAINTENANCE FACILITY	09/23/2016	1,419.60
78224	JAY & LORA BUNDY	1 UNIT CBT WATER SHARE	09/23/2016	26,800.00
78225	MARGARET & JAMES MATTHEWS	1 UNIT CBT WATER SHARE	09/23/2016	26,800.00
78226	SHIRLEY ELIZABETH TREGONING LIVING TRUST	1 UNIT CBT WATER SHARE	09/23/2016	26,800.00
78234	NORTH WELD COUNTY WATER DISTRICT	WATER PURCHASED	09/30/2016	168,102.03
78244	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	09/30/2016	1,080.50
78255	NATIONAL METER AND AUTOMATION	METER SETTER	09/30/2016	155.02
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	9.72
78258	DATAPRINT SERVICES, LLC	POSTAGE	09/30/2016	1,534.62
78295	OMNITRAX INC	24" WATER PIPELINE CROSSING RAILROAD P	09/30/2016	2,362.50
Total for Department: 471 WATER				611,138.71
Department: 484 NON-POTABLE				
77932	NORTH WELD COUNTY WATER DISTRICT	TRANSFERRED WATER	09/02/2016	36.60
77937	TIMBERLINE ELECTRIC AND CONTRO	SERVICE CALL - WELL AUTO START	09/02/2016	545.75
77940	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	09/02/2016	400.68
77962	CLEAR WATER SOLUTIONS INC	WINDSOR NEW CACHE 15-200	09/02/2016	14,712.90
78062	WHITNEY IRRIGATION COMPANY	DITCH MANAGEMENT - AUGUST	09/16/2016	2,085.00
78066	XCEL ENERGY	UTILITIES	09/16/2016	64.50
78071	TIMBERLINE ELECTRIC AND CONTRO	SUTRON REPAIR	09/16/2016	980.00
78100	CLEAR WATER SOLUTIONS INC	WINDSOR GENERAL WATER 09-280	09/16/2016	6,333.71
78138	WENCK ASSOCIATES, INC	KYGER RESERVOIR PUMP STATION DESIGN -	09/16/2016	3,607.00
78196	POUDRE VALLEY REA	KYGER RESERVOIR PUMP STATION	09/23/2016	31,650.35
78212	WENCK ASSOCIATES, INC	KYGER RESERVOIR PUMP STATION DESIGN	09/23/2016	11,546.50
78244	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	09/30/2016	513.72
78291	MOLTZ CONSTRUCTORS, INC.	KYGER RESERVOIR PUMP STATION	09/30/2016	82,649.05
Total for Department: 484 NON-POTABLE				155,125.76
Total for Fund:06 WATER FUND				802,564.47

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 07 SEWER FUND				
Department: 481 SEWER SYSTEM				
77928	COREN PRINTING, INC.	PRINTING	09/02/2016	44.00
77929	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	09/02/2016	240.25
77935	CENTURYLINK	PHONE SERVICE	09/02/2016	148.74
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	6.48
78001	XCEL ENERGY	UTILITIES	09/09/2016	388.75
78004	CENTURYLINK	PHONE SERVICE	09/09/2016	49.57
78076	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	09/16/2016	341.38
78081	DALE'S ENVIRONMENTAL SERVICES,	VIDEO INSPECTION OF SEWER LINE	09/16/2016	450.00
78092	NAPA AUTO PARTS	GLOVES, NITRILE	09/16/2016	33.98
78102	DATAPRINT SERVICES, LLC	POSTAGE	09/16/2016	1,535.62
78136	INFUSION ARCHITECTS	PW MAINTENANCE FACILITY	09/16/2016	39,397.50
78156	CENTURYLINK	PHONE SERVICE	09/23/2016	49.57
78163	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE	REPLACE TRANSFER SWITCH @ LS# 5	09/23/2016	4,495.23
78182	MARK HERRICK	REINBURSTMENT - CLASS 2 WATER CERTIFC	09/23/2016	235.00
78209	WILLIAM T. WELCH COMPANY, LLC	PUBLIC WORKS MAINTENANCE FACILITY	09/23/2016	1,419.60
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	6.48
78258	DATAPRINT SERVICES, LLC	POSTAGE	09/30/2016	1,534.62
78295	OMNITRAX INC	24" WATER PIPELINE CROSSING RAILROAD P	09/30/2016	2,362.50
Total for Department: 481 SEWER SYSTEM				52,739.27

Department: 482 DISPOSAL PLANT

77928	COREN PRINTING, INC.	PRINTING	09/02/2016	44.00
77935	CENTURYLINK	PHONE SERVICE	09/02/2016	201.74
77949	COLORADO ANALYTICAL LABORATORY	LAB TESTING	09/02/2016	239.00
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	6.48
77986	COLLCORP INC	UB BULBS & BALLAST	09/02/2016	5,020.00
78034	DENNIS MARKHAM	PER DIEM - RMWEA ANNUAL CONFERENCE I	09/09/2016	225.00
78072	COLORADO DEPARTMENT OF PUBLIC HEALTH & E	ANNUAL PRETREATMENT BILLING	09/16/2016	185.00
78075	VARTEC TELECOM	FAX MACHINE SERVICE	09/16/2016	1.23
78083	ACE HARDWARE, LLC	QUICK LINK	09/16/2016	132.35
78087	COLORADO ANALYTICAL LABORATORY	LAB TESTING	09/16/2016	24.00
78114	CARD SERVICES	RMSAWWA CONFERENCE REGISTRATION AN	09/16/2016	412.44
78153	MANWEILER HARDWARE, INC	WASP SPRAY & BULB	09/23/2016	16.43
78156	CENTURYLINK	PHONE SERVICE	09/23/2016	61.78
78161	USA BLUE BOOK	ALGAE BRUSH, LAB WIPES, GLOVES	09/23/2016	510.75
78162	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	09/23/2016	19,553.04
78163	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE	INSTALL BREAKER UV SYSTEM @ WWTP	09/23/2016	227.46
78197	DENNIS MARKHAM	MILEAGE REIMBURSEMENT - CONFERENCE I	09/23/2016	135.00
78240	AWWA	MEMBERSHIP RENEWAL	09/30/2016	191.00
78241	USA BLUE BOOK	LAB SUPPLIES	09/30/2016	2,430.46
78247	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE	RUN WIRE TO SHED AT WWTP	09/30/2016	1,126.19
78254	OPERATOR CERTIFICATION PROGRAM	WATER DISTRIBUTION CLASS 4 CERTIFICATI	09/30/2016	135.00
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	6.48
78269	FASTENAL COMPANY	HARDWARE	09/30/2016	32.92
78272	FARNSWORTH GROUP, INC.	WWTP PHOSPHORUS NETRIENT REMOVAL	09/30/2016	63,653.32
Total for Department: 482 DISPOSAL PLANT				94,571.07
Total for Fund:07 SEWER FUND				147,310.34

Fund: 08 STORM DRAIN FUND

Department: 483 STORM DRAINAGE SYSTEM

77928	COREN PRINTING, INC.	PRINTING	09/02/2016	44.00
78010	ANDERSON CONSULTING ENGINEERS	JOHN LAW PDM PROJECT	09/09/2016	857.50
78093	COLORADO MOSQUITO CONTROL INC	2016 MOSQUITO CONTROL SERVICES	09/16/2016	14,083.55
78102	DATAPRINT SERVICES, LLC	POSTAGE	09/16/2016	1,535.62
78258	DATAPRINT SERVICES, LLC	POSTAGE	09/30/2016	1,534.60
Total for Department: 483 STORM DRAINAGE SYS				18,055.27
Total for Fund:08 STORM DRAIN FUND				18,055.27

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 FLEET MANAGEMENT FUND				
Department: 491 FLEET MANAGEMENT				
77943	FARIS MACHINERY COMPANY	ADJUST CONVEYOR BELT	09/02/2016	321.90
77944	KENZ AND LESLIE DISTRIBUTING	ADDITIVES FOR FLEET	09/02/2016	339.20
77946	WIRELESS ADVANCED COMMUNICATIO	LAP TOP HOLDER	09/02/2016	218.00
77948	O.J. WATSON EQUIPMENT	READING UTILITY BOX FOR UNIT #23	09/02/2016	9,250.00
77951	T AND T TIRE OF WINDSOR, INC.	STOCK TIRES FOR POLICE UNITS	09/02/2016	3,261.01
77953	KIMBALL MIDWEST	BUTT CONNECTORS & PRIMER	09/02/2016	177.40
77958	REX OIL COMPANY	MINI BULBS	09/02/2016	4.59
77959	MCCANDLESS TRUCK CENTER, LLC	CAB & CHASIS FOR NEW PLOW TRUCK UNIT	09/02/2016	131,840.00
77961	OREILLY AUTO PARTS	ROCKER SWITCH & BUTTON	09/02/2016	16.98
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	6.48
77968	KOIS BROTHER EQUIPMENT CO, INC	PIN & PLATE FOR WING PLOW BLADE	09/02/2016	386.10
77975	AGFINITY, INCORPORATED	FUEL FOR FLEET	09/02/2016	8,303.81
77976	COLORADO BULLHIDE LLC	SPRAY ON BED LINER UNIT #23	09/02/2016	850.00
77980	FAIRBANK EQUIPMENT, INC	WASH OUT HOSE	09/02/2016	49.13
77984	KNOX FLEET & DISPLAY, LLC	INSTALL NEW TOWN LOGO DECALLS- UNIT 8	09/02/2016	1,299.60
78015	MAC EQUIPMENT INC.	SERVICE REPAIR	09/09/2016	424.24
78016	BOBCAT OF THE ROCKIES LLC	FILTER COVER & FILTER	09/09/2016	111.58
78017	SPRADLEY BARR FORD, INC - FT COLLINS	RADIATOR	09/09/2016	192.56
78068	HOTSY EQUIPMENT OF N. COLORADO	HOSE AND SOAP	09/16/2016	130.50
78080	LL JOHNSON DISTRIBUTING CO.	OIL	09/16/2016	133.00
78084	WIRELESS ADVANCED COMMUNICATIO	NEW LIGHTING AND RADIO PACKAGE - UNIT	09/16/2016	11,935.05
78086	O.J. WATSON EQUIPMENT	RETURNED BODY CAB PROTECTOR - UNIT #2	09/16/2016	15.00
78092	NAPA AUTO PARTS	POLY LOOM & ADHESIVE	09/16/2016	1,283.06
78094	REX OIL COMPANY	BULK OIL & OIL KITS	09/16/2016	723.70
78114	CARD SERVICES	SNOW & ICE CONFERENCE	09/16/2016	170.00
78126	COMPLETE WIRELESS TECHNOLOGIES	NEW CITY RADIO -UNIT 40	09/16/2016	1,317.00
78131	A-1 BASE, INC	STROBE LIGHT	09/16/2016	220.32
78137	BOB'S CAR WASH	CAR WASH TOKENS	09/16/2016	134.57
78139	KNOX FLEET & DISPLAY, LLC	INSTALL NEW TOWN LOGO DECALLS	09/16/2016	433.20
78153	MANWEILER HARDWARE, INC	DOUBLE CUT KEY	09/23/2016	5.38
78154	MOREY'S GLASS AND METALS INC	POLY FOR WINDOW REPAIR	09/23/2016	187.00
78157	4 RIVERS EQUIPMENT - AG, LLC	SPACER & FREIGHT	09/23/2016	417.00
78167	KENZ AND LESLIE DISTRIBUTING	ADDITIVES FOR FLEET	09/23/2016	378.60
78206	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION	09/23/2016	4.90
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	6.48
78269	FASTENAL COMPANY	HARDWARE	09/30/2016	18.91
Total for Department: 491 FLEET MANAGEMENT				174,616.25
Total for Fund:10 FLEET MANAGEMENT FUND				174,616.25

Fund: 11 INFORMATION TECHNOLOGY FUND  
Department: 492 INFORMATION TECHNOLOGY

77928	COREN PRINTING, INC.	PRINTING	09/02/2016	120.00
77929	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	09/02/2016	212.66
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	16.20
77969	NEWEGG BUSINESS, INC	UPS BATTERY	09/02/2016	821.22
78031	CARTEGRAPH SYSTEMS INC	OMS ADVANCED IMPLEMENTATION SERVICE	09/09/2016	1,632.20
78037	LARGE DOCUMENT SOLUTIONS	MAINTENANCE CONTRACT - CANON IPF825 /	09/09/2016	2,470.00
78088	CDW GOVERNMENT	OTTERBOX DEFENDER PROTECTIVE CASE - II	09/16/2016	103.94
78091	COMCAST CABLE COMM. LLC	CABLE & INTERNET - CRC	09/16/2016	251.02
78114	CARD SERVICES	ADOBE, WEBEX, GIS COLORADO	09/16/2016	652.45
78165	XEROX CORPORATION	LEASE PAYMENT	09/23/2016	2,779.81
78172	CDW GOVERNMENT	EPSON PROJECTOR CEILING MOUNT	09/23/2016	125.77
78174	DELL MARKETING L.P.	2016 COMPUTER REPLACEMENTS	09/23/2016	6,950.02
78177	COMCAST CABLE COMM. LLC	HIGH SPEED INTERNET - TOWN HALL	09/23/2016	214.90
78178	STATE OF COLORADO/OIT	INTERNET 3RD QTR 2016	09/23/2016	3,749.37
78186	ALLDATA	REPAIR DATA SUBSCRIPTION	09/23/2016	1,500.00
78203	QUILL CORPORATION	TONER	09/23/2016	639.41
78206	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION	09/23/2016	4.90
78208	ACELA, INC	UTILITY ONLINE BILLS MONTHLY FEE - AUGI	09/23/2016	2,444.00
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	16.20
78261	SCOTT TOMETICH	MILEAGE REIMBURSEMENT - GIS IN THE ROC	09/30/2016	141.92
78277	QUILL CORPORATION	TONER	09/30/2016	211.18
78284	LATTITUDE GEOGRAPHICS GROUP, LTD	GEOCORTEX ESSENTIALS MAINTENANCE	09/30/2016	3,557.40
Total for Department: 492 INFORMATION TECHNOLOGY				28,614.57
Total for Fund:11 INFORMATION TECHNOLOGY				28,614.57

Check No.	Vendor/Employee	Transaction Description	Date	Amount
<b>Fund: 15 HEALTH INSURANCE FUND</b>				
Department: 000 NO PROJECT CODE ASSIGNED				
78029	1ST BANK OF NORTHERN COLORADO	EMPLOYEE BENEFITS FUNDING	09/09/2016	10,352.50
78193	1ST BANK OF NORTHERN COLORADO	EMPLOYEE BENEFITS FUNDING	09/23/2016	10,520.17
Total for Department: 000 NO PROJECT CODE				20,872.67
Total for Fund:15 HEALTH INSURANCE FUND				20,872.67
<b>Fund: 17 FACILITY SERVICES</b>				
Department: 496 CUSTODIAL SERVICE				
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	19.44
78042	VERITIV OPERATING COMPANY	CAN LINERS	09/09/2016	575.75
78069	SUPPLYWORKS	2 PLY TOWELS, MAGIC REASER, BRUTE CADI	09/16/2016	709.75
78083	ACE HARDWARE, LLC	PICTURE HANGER	09/16/2016	130.57
78097	HILLYARD INC	TISSUE & ROLL TOWELS	09/16/2016	2,805.46
78114	CARD SERVICES	NEW EMPLOYEE LUNCH	09/16/2016	71.32
78116	INTERSTATE BATTERY OF THE ROCKIES	BATTERIES	09/16/2016	480.40
78125	VERITIV OPERATING COMPANY	CAN LINERS	09/16/2016	380.52
78159	CIRSA	WORKERS COMP CLAIM	09/23/2016	485.72
78160	SUPPLYWORKS	BUFFING PADS	09/23/2016	569.61
78239	SUPPLYWORKS	MICRO-FIBER CLOTHES, ROUND DUSTER	09/30/2016	410.58
78246	VICTORY SALES, INC	UNIFORMS	09/30/2016	268.50
78248	ACE HARDWARE, LLC	PHOTOCELL TIMER	09/30/2016	14.99
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	19.44
Total for Department: 496 CUSTODIAL SERVICE				6,942.05
Department: 497 FACILITY MAINTENANCE				
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	6.48
78019	QUALITY WELL AND PUMP	FLANGE GASKET	09/09/2016	8.80
78027	SENTRY FIRE AND SAFETY	RECHARGE FIRE EXTINGUISHERS	09/09/2016	352.00
78083	ACE HARDWARE, LLC	ROPE	09/16/2016	224.78
78085	C.E.M. SALES AND SERVICE	WINTERIZE POOLS @ CHIMNEY PARK	09/16/2016	2,331.96
78112	OLD NATIONAL BANK	ENERGY EFFICIENCY LEASE PURCHASE	09/16/2016	3,455.41
78124	SECURITY AND SOUND DESIGN	MONITORING CHARGES	09/16/2016	330.00
78152	GENERAL AIR SERVICE AND SUPPLY CO	LIQ CO2 - POOL	09/23/2016	366.53
78153	MANWEILER HARDWARE, INC	DOOR SWEEPS	09/23/2016	21.58
78155	GRAINGER, INC.	FILTERS	09/23/2016	1,358.90
78156	CENTURYLINK	PHONE SERVICE	09/23/2016	50.60
78230	GENERAL AIR SERVICE AND SUPPLY CO	CREDIT - DUPLICATE PAYMENT	09/30/2016	626.11
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	6.48
78268	GREELEY LOCK AND KEY	LOCK REPAIR	09/30/2016	165.00
Total for Department: 497 FACILITY MAINTENAN				9,304.63
Total for Fund:17 FACILITY SERVICES				16,246.68
<b>Fund: 19 DOWNTOWN DEVELOPMENT AUTHORI</b>				
Department: 486 DOWNTOWN DEVELOPMENT AU				
77928	COREN PRINTING, INC.	FULL COLOR NAME BADGES	09/02/2016	116.00
77983	LILEY LAW OFFICES, LLC	AUGUST 2016 DDA LEGAL SERVICES	09/02/2016	3,428.00
78020	GREELEY TRIBUNE	DDA WRAP 1/4 PAGE JULY	09/09/2016	820.00
78048	AYRES ASSOCIATES, INC.	PROFESSIONAL SERVICES THROUGH 8/20/16 -	09/09/2016	5,643.14
78114	CARD SERVICES	PO BOX ANNUAL FEE	09/16/2016	90.00
78123	VISTA WORKS	DDA WEB HOSTING 6/16/16 - 6/15/17	09/16/2016	240.00
78130	MICHELLE GARRETT	DDA Rackcard Design and Printing	09/16/2016	194.00
78207	MICHELLE GARRETT	DDA APPRECIATION POSTCARD DESIGN	09/23/2016	97.50
78222	CLEARVIEW LIBRARY DISTRICT	LIBRARY FEASIBILITY STUDY- DOLA GRANT	09/23/2016	7,990.97
78229	COREN PRINTING, INC.	APPRECIATION NIGHT POSTCARD AND POST	09/30/2016	124.84
Total for Department: 486 DOWNTOWN DEVELOP				18,744.45
Total for Fund:19 DOWNTOWN DEVELOPMENT A				18,744.45

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 21 COMMUNITY CENTER EXPANSION				
Department: 000 NO PROJECT CODE ASSIGNED				
78059	DRAGON PRODUCTS LTD	OVER COLLECTION OF SALES TAX	09/09/2016	16,311.86
78135	FRONT RANGE WINE FESTIVAL	SALES TAX VENDOR FEE PAYMENT	09/16/2016	17.41
Total for Department: 000 NO PROJECT CODE				16,329.27
Department: 493				
77964	MINES AND ASSOCIATES PC	EAP SERVICE - SEPT 2016	09/02/2016	19.44
77977	HAYNEEDLE, INC	CRC EXPANSION - FURNITURE 20% DOWN PA	09/02/2016	6,014.30
78021	INSIGHT PUBLIC SECTOR, INC	LIFEGUARD STATION WIRELESS PHONE	09/09/2016	760.21
78030	LEWAN AND ASSOCIATES, INC	WIRELESS ACCESS POINTS	09/09/2016	2,193.04
78032	DEPARTMENT OF LABOR AND EMPLOYMENT	NEW SLIDE INSPECTION FOR CRC	09/09/2016	130.00
78042	VERITIV OPERATING COMPANY	FLOOR SCRUBBER	09/09/2016	15,043.00
78047	REACH MEDIA NETWORK	DIGITAL SIGNAGE PLAYERS	09/09/2016	550.00
78089	VERMONT SYSTEMS, INC.	BIOMETRIC SCANNERS & LICENSES	09/16/2016	4,983.45
78090	CTL/THOMPSON, INC.	CRC EXPANSION TESTING CONTRACT	09/16/2016	2,975.00
78114	CARD SERVICES	BANNERS & MEMERSHIP POST CARDS	09/16/2016	4,043.78
78150	SHADE BROTHERS PAINTING	CRC EXPANSION PAINTING	09/20/2016	17,030.00
78174	DELL MARKETING L.P.	CRC EXPANSION COMPUTERS	09/23/2016	13,622.44
78230	GENERAL AIR SERVICE AND SUPPLY CO	START UP CHEMICALS - POOL	09/30/2016	88.12
78251	C.E.M. SALES AND SERVICE	PALIN TEST, TAYLOR TEST, 2 VACUUMS	09/30/2016	10,101.90
78252	CARRIER CORPORATION	DUCT INSPECTIONS	09/30/2016	310.00
78257	MINES AND ASSOCIATES PC	EAP SERVICES	09/30/2016	19.44
78266	COLORADO STANDBY LLC	GENERATOR REPAIRS	09/30/2016	445.00
78298	EMERGENCY MEDICAL PRODUCTS, INC	FIRST AID STATION	09/30/2016	257.10
78299	LINCOLN AQUATICS	POOL SUPPLIES - CRC EXPANSION	09/30/2016	857.05
78301	RECREATION SUPPLY CO., INC.	CRC EXPANSION POOL SUPPLIES	09/30/2016	1,140.76
78303	ERC WIPING PRODUCTS, INC	WIPE STATION	09/30/2016	3,212.76
Total for Department: 493				83,796.79
Total for Fund:21 COMMUNITY CENTER EXPANS				<u>100,126.06</u>
Total				3,400,405.29
September Payroll 2 Pay Periods				<u>448,745.56</u>
Grand Total				\$3,849,150.85



## MEMORANDUM

**Date:** October 10, 2016  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Patti Garcia, Town Clerk/Assistant to Town Manager  
**Re:** Cancellation of Town Board Meeting  
**Item #:** B.4.

**Background / Discussion:**

Due to Christmas holiday, the December 26, 2016 work session and regular meeting of the Windsor Town Board will be cancelled.



## MEMORANDUM

**Date:** October 10, 2016  
**To:** Mayor & Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Scott Ballstadt, Director of Planning  
**Subject:** Public Hearing and Ordinance No. 2016-1526 – An Ordinance Repealing and Amending Portions of Chapter 17 Article XIII of the Municipal Code regarding Enhanced Design Standards for development within the I-25/SH 392 Interchange Corridor Activity Center (CAC)  
**Items #:** C.1.C.2

### **Summary:**

This item consists of enhanced design standards that would apply to new development within the I-25/SH 392 Interchange Corridor Activity Center (CAC) in Windsor. The design standards were the subject of multiple public meetings in late 2015 and early 2016.

The Fort Collins City Council has adopted similar design standards and passed Fort Collins Resolution 2016-070 recommending to the Windsor Town Board approval of the proposed design standards.

### **Background/History:**

Windsor and Fort Collins entered into an intergovernmental agreement (IGA) pertaining to the development of the I-25/SH 392 interchange in 2010/2011 in a cooperative effort to complete improvements to the interchange. Recognizing that the I-25/SH 392 interchange is an important gateway feature for both Windsor and Fort Collins, the IGA established the Corridor Activity Center (CAC) overlay zone district (see attached map) surrounding the interchange and called for the Town and City to adopt mutually acceptable design standards that would apply to development within the CAC.

The Town and City subsequently adopted land use and gateway design standards to complement and enhance the implementation of the Northern Colorado Regional Communities I-25 Corridor Plan (Regional Plan) and the CAC was added to the Land Use Codes of each community. As part of the Intergovernmental Agreement between the City and the Town, both Land Use Codes were amended in order to implement the vision and establish a new list of permitted land uses and establish design standards for this joint planning area.

### **Discussion:**

In May of 2015, the Town Board received a request from a property owner to amend the list of allowed uses within the CAC to include automobile dealerships and related uses. This prompted the Town and City to discuss the potential for an amendment to the IGA that would amend the Permitted Use list, applicable development standards and revenue-sharing within the CAC. Based

on those discussions, the Town Board and City Council directed staff to draft additional standards for future development that would ensure high quality site, landscape and building design within the CAC gateway to both communities. The attached standards will enhance requirements for site design, landscaping, parking, building design and orientation, compatibility and lighting.

Following several work sessions and public open houses between fall of 2015 and early 2016, staff presented draft enhanced design standards at public work sessions on March 7<sup>th</sup>, March 28<sup>th</sup> and April 4<sup>th</sup>. The Town Board approved Resolution 2016-24 on April 11, 2016 and forwarded the enclosed April 21, 2016 proposal, including the design standards, to Fort Collins for consideration.

In the time since Windsor forwarded the proposal to Fort Collins, the property owner who had proposed to add automobile dealerships and related uses has since withdrawn that request. Therefore, staff removed references to auto dealerships and related standards and referred to Fort Collins the attached revised standards dated July 27, 2016. Those standards are reflected in the attached ordinance with only minor corrections.

Neighbor comments received at the September 21, 2016 Planning Commission meeting included building heights, which are currently regulated elsewhere in the Municipal Code, and buffer yards, which were discussed at length during the public meetings earlier this year, resulting in the increased buffer widths that were proposed to Fort Collins in April and remain unchanged in the attached ordinance. Other comments called attention to differences between Windsor and Fort Collins standards and, while the language is not identical, the requirements are intended to be fundamentally the same.

At their September 6, 2016 regular meeting, the Fort Collins City Council unanimously approved the first reading of changes to the Fort Collins Land Use Code that bring their requirements up to a comparable level to Windsor. Those enhancements primarily pertain to additional landscaping and screening requirements and were approved by Fort Collins Ordinance No. 107 at second reading on September 20, 2016.

### **Legal Aspects:**

On September 6, 2016, the Fort Collins City Council adopted the attached Resolution 2016-070, which expressly consents to the Town adopting the CAC Enhanced Design Standards in the form attached to the Resolution. This version of the CAC Enhanced Design Standards is identical to that presented by the Town to Fort Collins in April, 2016, and then revised in July when the car dealerships withdrew their interest. This Resolution represents the City's official consent to modification of CAC design standards as required under our IGA with Fort Collins. This Resolution effectively confines our approval to the CAC Enhanced Design Standards as revised in July, 2016.

The IGA is a statutory Comprehensive Development Plan, mutually-binding on the parties and enforceable as to third parties. In order to preserve the integrity and enforceability of the IGA, the Town should not at this time make any modifications to the CAC Enhanced Design Standards in response to landowner or neighbor comments. If the Town strays materially from the CAC Enhanced Design Standards to which the City has consented, any proposed revisions of

substance to the CAC Enhanced Design Standards will first require referral back to the City for review before the Town takes official action on the revisions.

**Recommendation:**

At their September 21, 2016 regular meeting, the Planning Commission forwarded to the Town Board a recommendation of approval of the enhanced design standards which, if approved, will result in amendments to the existing CAC design standards found Chapter 17 of the *Windsor Municipal Code*.

**Notification:**

Press release issued 9/9/16

Copies of press release mailed to property owners within the CAC area 9/9/16

Public hearing notice published in the 9/16/16 Greeley Tribune

**Attachments:**

Ordinance

CAC map

City of Fort Collins Resolution No. 2016-070 recommending approval to Windsor

City of Fort Collins Ordinance No. 107 approving additional CAC design standards

Draft minutes of the 9/21/16 Planning Commission meeting

Mike Downing handout to Planning Commission 9/21/16

4/21/16 Windsor proposal to Fort Collins

7/27/16 Windsor redline of 4/21/16 CAC Design Standards proposal

TOWN OF WINDSOR

ORDINANCE NO. 2016 - 1526

AN ORDINANCE REPEALING AND AMENDING CERTAIN PORTIONS OF CHAPTER 17 ARTICLE XIII OF THE *WINDSOR MUNICIPAL CODE* WITH RESPECT TO ENHANCED DESIGN STANDARDS WITHIN THE CORRIDOR ACTIVITY CENTER AT THE INTERSECTION OF INTERSTATE 25 AND COLORADO STATE HIGHWAY 392

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

WHEREAS, the highway interchange at Interstate 25 and State Highway 392 (“Interchange”) is a vital component to the region’s transportation network; and

WHEREAS, the Town and the City of Fort Collins (“City”) have entered into an Intergovernmental Agreement (“IGA”) that established a Corridor Activity Center (“CAC”) surrounding the Interchange on both the east and west sides of Interstate 25; and

WHEREAS, the IGA and the design standards adopted by each party to the IGA represent a Comprehensive Development Plan for all property lying within the CAC, as contemplated an authorized under § 29-20-105, C.R.S.; and

WHEREAS, the Town and the City previously agreed on permitted uses within the CAC, as well as agreed set of design standards for the development of land within the CAC, adopted by Ordinance No. 2011-1402 and codified at Chapter 17, Article XIII of the *Windsor Municipal Code*; and

WHEREAS, after comprehensive review and discussion, it was determined that an enhancement to the existing design standards was appropriate; and

WHEREAS, pursuant to the IGA, the Town and the City have each approved substantially-similar versions of the “*CAC Enhanced Design Standards*” attached hereto and incorporated herein by reference as if set forth fully; and

WHEREAS, by Resolution No. 2016-070, the City has consented to the Town adopting the *CAC Enhanced Design Standards* in the form substantially similar to the version attached hereto; and

WHEREAS, the Town Board has given due consideration to the CAC Enhanced Design Standards, and finds that these enhanced standards should be incorporated into the comprehensive development plan established under the IGA; and

WHEREAS, the Windsor Planning Commission has reviewed the CAC Enhanced Design Standards, and has recommended adoption; and

WHEREAS, by this Ordinance, the Town Board wishes to formally adopt the *CAC Enhanced Design Standards*; and

WHEREAS, the Town Board wishes to amend Sections 17-13-410, 17-13-430, 17-13-440 of the *Windsor Municipal Code* to incorporate the *CAC Enhanced Design Standards* in the form attached hereto.

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

**Section 1.** Section 17-13-410 of the Windsor Municipal Code is hereby repealed, amended and readopted to read as follows:

**Sec. 17-13-410. - Definitions.**

*Corridor Activity Center* shall mean the Interstate 25/State Highway 392 Corridor Activity Center defined in the Intergovernmental Agreement Pertaining to the Development of the Interstate 25/State Highway 392 Interchange dated January 3, 2011, between the City of Fort Collins, Colorado, and Town of Windsor, Colorado, and as may, pursuant to said Intergovernmental Agreement, be amended in the future.

*Front Façade* shall mean any side of building with the primary entrance. A Front Façade may also be a Primary Façade.

*I-25 Landscape Buffer* shall mean an area of no less than eighty (80) feet, measured from the Interstate 25 right-of-way's outer boundary.

*Parking Lot* shall mean all areas used for the parking of vehicles for customers, employees, and visitors, and fleet or business vehicles.

*Primary Façade* shall mean any side of building facing toward a public or Street-like Private Drive. A Front Façade may also be a Primary Façade.

*Street-like Private Drive* shall mean any privately-owned and maintained roadway intended for public use.

**Section 2.** Section 17-13-430 of the *Windsor Municipal Code* is hereby repealed, amended and readopted to read as follows:

**Sec. 17-13-430. –Corridor Activity Center; Enhanced Design Standards, Intent and Applicability.**

- (1) The intent of these standards is to provide the tools for creating an improved quality of appearance and more integrated mix of land uses for the Windsor Corridor Activity Center (CAC). These standards apply to all development applications within the CAC other than single-family residential development and public parks or open space. These standards supplement all of the Town’s adopted design standards and, to the extent that the Town’s adopted standards conflict with these standards, these standards shall apply.
- (2) The Enhanced Design Standards for the Corridor Activity Center established pursuant to this Division shall apply to all building, growth and development within the Corridor Activity Center, with the exception of single-family residential development and public parks or open space. These standards supplement all of the Town’s adopted design standards and, to the extent that the Town’s adopted standards conflict with these standards, these standards shall apply.

**Section 3.** Section 17-13-440 of the *Windsor Municipal Code* is hereby amended by the addition of new subsections (5) – (11), which shall read as follows:

(5) Enhanced Design Criteria –Site Design.

To the maximum extent feasible, larger sites containing multiple buildings and uses shall be composed of a series of urban-scale blocks of development defined and formed by public streets or Street-like Private Drives that provide links to nearby streets along the perimeter of the site.

- a. In addition to a network of streets and drives, blocks shall be connected by a system of parallel tree-lined sidewalks that adjoin the streets and drives which, when combined with off-street connecting walkways, enables a fully integrated and continuous pedestrian network.
- b. To the maximum extent feasible, remote or independent pad sites, disconnected from the pedestrian sidewalk network and shared parking facilities, shall be minimized. Buildings shall be directly connected to the pedestrian sidewalk network. All parking areas shall be interconnected to provide shared parking opportunities.

(6) Enhanced Design Criteria – Landscaping.

Landscaping shall be incorporated around service areas, building entrances and throughout parking areas, vehicular and pedestrian circulation areas. All landscaping shall be in accordance with the Town of Windsor Tree and Landscape Standards, as amended, updated or replaced. The intent of these standards is to enhance the Tree and Landscape Standards in the CAC to ensure a high-quality appearance within the CAC.

- a. Site landscaping shall be twenty percent (20%) or greater, excluding the I-25 Buffer, and any applicable Buffer Yards as set forth below.
- b. Landscape designs shall strive to incorporate xeric principles.
- c. Berms and walls may also be incorporated as an element for screening.
- d. I-25 Landscape Buffer. Landscaping adjacent to Interstate 25 shall be provided in accordance with the following:
  1. Landscaping within the I-25 Landscape Buffer shall be planted predominantly with drought-tolerant grasses, interspersed with bands of shrubs and trees.
  2. A minimum of two (2) evergreen trees, two (2) shade trees, and four (4) shrubs per one-hundred (100) lineal feet of frontage shall be provided.
  3. Fences, screen walls, and Parking Lots are not allowed within the I-25 Landscape Buffer. Retaining walls should be minimized to the greatest extent possible, and shall not exceed four feet (4') in height.
  4. Parking Lots, loading and service areas shall be significantly buffered from I-25 primarily by the use of naturalistic berms and landscaping. Berm heights shall primarily be designed to provide significant buffering of Parking Lots, loading and service areas, yet allowing for some visibility of buildings and providing visual interest along I-25.
  5. Berms shall comply with the following:
    - i. Berms shall range in height from three (3) to seven (7) feet in height, dependent on the proposed finished grade of the adjacent Parking Lot, loading or service area in relation to the adjacent interstate grade. If I-25

is elevated in comparison to the grade at the edge of the proposed development, berms should be higher to achieve the same buffering effect.

- ii. Berms shall create a naturalistic appearance raising, lowering, and/or overlapping, to provide adequate buffering.
- iii. The slope of berms shall generally be no steeper than a ratio of 4:1 to allow for a naturalistic, park-like appearance, and allow for mowing.
- iv. Berms shall be located along the easternmost portion of the I-25 Landscape Buffer, while still allowing for a meandering appearance of the berms.
- v. Berms shall be predominately planted with drought-tolerant grasses, interspersed with shrubs and trees.
- vi. When berms are intended to provide significant screening of parking, loading and service areas, calling for berms greater than five feet in height, the berms and surrounding areas shall primarily be planted with drought-tolerant grasses interspersed with shrubs and a mix of shade, ornamental, evergreen trees. On average, such screening areas shall be planted with a minimum of four (4) trees and four (4) shrubs per one-hundred (100) lineal feet, requiring a minimum of 50% evergreen trees. Significant buffering of Parking Lots, loading and service areas shall be provided while allowing for some visibility of buildings.
- vii. When berms are intended to provide lower amounts of screening of Parking Lots, loading and service areas, calling for berms five feet or less in height, the berms and surrounding areas shall be planted with a higher-density mix of shade, evergreen and ornamental trees, in addition to drought-tolerant grasses and shrubs. On average, such areas shall be planted with a minimum of eight (8) trees and eight (8) shrubs per one-hundred (100) lineal feet, requiring a minimum of 50% evergreen trees. Significant buffering of Parking Lots, loading and service areas shall be provided while allowing for some visibility of buildings.
- viii. The Site Plan development review process submittals shall illustrate screening and view opportunities, including representative cross-sections and key views from adjacent streets.

e. Parking Lot Screening.

1. The perimeter of all Parking Lots shall be screened from public streets, Street-like Private Drives, public open space, and adjacent properties by at least one of the following methods for the entire perimeter length:
  - i. A berm three (3) feet high with a maximum slope of 3:1 in combination with evergreen and deciduous trees and shrubs.
  - ii. A hedge at least three (3) feet high, consisting of a double row of shrubs planted 3-feet to 5-feet on center, depending on the species, in a triangular pattern.
  - iii. A decorative fence or wall made of masonry or other high quality material between three (3) and four (4) feet high in combination with landscaping.
2. In addition to the above screening, the following landscaping is required:
  - i. Trees shall be provided at a ratio of two (2) evergreen, one (1) ornamental tree, one (1) shade tree, and four (4) shrubs per one-hundred (100) lineal feet along a public street or Street-like Private Drive.
  - ii. Trees may be spaced irregularly in informal groupings or be uniformly spaced, as consistent with larger overall planting patterns and organization. Perimeter landscaping along a street may be located in and should be integrated with the streetscape in the street right-of-way.
3. Parking Lot Landscaping:
  - i. In addition to landscape island requirements, large surface Parking Lots shall be visually and functionally segmented into smaller sections by landscape areas or islands. Each section shall contain a maximum of two hundred (200) parking spaces. The perimeter of each module shall be landscaped with a ten foot (10') wide buffer landscaped with shrubs and trees, including one tree every forty feet (40'). Each section shall contain a maximum of two hundred (200) parking spaces.
  - ii. Landscape medians and/or islands should strive to incorporate bioswales and/or raingardens throughout a site to manage runoff.
4. Buffer Yards:

- i. Applicability. These standards apply to all development applications within the CAC other than proposed single-family residential development and public parks or open space.
- ii. Purpose. The purpose of this Section is to provide standards to separate proposed non-residential development from existing single-family residential uses, in order to eliminate, mitigate or minimize potential nuisances.
- iii. Buffer standards. Buffer yards shall be located on the outer perimeter of a lot or parcel proposed for non-residential development abutting single-family detached uses when a common lot line is shared between the two uses.
- iv. Only those structures used for buffering and/or screening purposes shall be located within a buffer yard. The buffer yard shall not include any paved area, except for pedestrian sidewalks or paths. Fencing and/or walls used for buffer yard purposes shall be solid, with at least seventy-five (75) percent opacity.
- v. Buffer yard widths are established in the chart below and specify deciduous or coniferous plants required per one hundred (100) linear feet along the affected property line, on an average basis.

		<b>Plants per 100 linear feet along affected property line</b>			
<b>Buffer Width</b>	<b>Plant Multiplier</b>	<b>Shade Trees</b>	<b>Ornamental Trees</b>	<b>Evergreen Trees</b>	<b>Large Shrubs</b>
<b>40</b>	<b>1.00</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>25</b>
<b>50</b>	<b>.90</b>	<b>3.6</b>	<b>3.6</b>	<b>2.7</b>	<b>22.5</b>
<b>60</b>	<b>.80</b>	<b>3.2</b>	<b>3.2</b>	<b>2.4</b>	<b>20.0</b>

- vi. Credit for berm. The required plant units may be reduced by 50% if a landscaped berm is provided with a minimum height of 5 feet.

5. Other landscape areas. Landscape areas outside of the I-25 Landscape Buffer, Parking Lot Screening and Buffer Yards shall consist of at least one (1) tree and five (5) shrubs for every 750 square feet of landscaped area.

(7) Enhanced Design Criteria – Parking.

- a. Applicability. These standards apply to all Parking Lots within the CAC associated with commercial, industrial, or multifamily development.
- b. Purpose. The purpose of this Section is to provide standards to enhance the physical appearance of development within the CAC by ensuring Parking Lots are designed to maintain and enhance the quality of commercial development, manage storm water runoff, reduce heat island effects, and promote a pedestrian friendly and safe environment.
- c. Standards. Parking Lots shall be located away from the Front Façade of a building to the maximum extent feasible. Such Parking Lots, if located between the Front Façade of the building and the adjacent public or Street-like Private Drive, shall be limited to no more than a single drive aisle with a single row of parking on each side. When this layout does not provide adequate parking, additional parking shall be located on sides of a building that are not a Front Façade.
- d. Parking Lots containing more than one (1) drive aisle shall include walkways that are located in places that are logical, safe and convenient for pedestrians.

(8) Enhanced Design Criteria – Building Design and Orientation.

The purpose of this Section is to provide standards to enhance the physical appearance of development within the CAC. The intent is not to limit creativity or innovation in architectural design. Applicants proposing architecture that does not comply with the following standards are encouraged to seek alternative compliance.

- a. Orientation:
  1. Primary Facades shall face an adjacent public or Street-like Private Drive.
  2. For buildings with more than one Primary Façade, facades visible from each street shall incorporate high-quality architectural materials, architectural elements and building appearance equivalent to that of the Front Façade.

3. Building details, landscaping and berming shall be combined to create a level of visual interest equivalent to that of the Front Façade for all Primary Facades on the building.
4. Service areas, loading docks, outdoor storage and mechanical equipment shall not face a public or Street-like Private Drive unless completely screened from view from all adjacent roadways and properties with combined architectural and landscape materials that complement the building.
5. To the maximum extent feasible, buildings shall be oriented to preserve intermittent views to the west.

b. Form/Façade Treatment:

1. All sides of buildings shall be of high-quality architecture and building materials.
2. Building sides facing a public street or Street-like Private Drive shall incorporate high-quality architectural materials, architectural elements and building appearance equivalent to that of the building front.
3. Entrances shall be clearly defined by architectural elements.
4. Facades shall incorporate a minimum of three (3) of the following architectural elements to emphasize building entries, doorways, walkways and window openings:
  - i. Canopies or awnings over at least thirty percent (30%) of the openings of the building; or
  - ii. Covered walkways, porticos and/or arcades covering at least thirty percent (30%) of the horizontal length of the front facade; or
  - iii. Projecting trim, ledges or similar architectural accent features between two (2) inches and six (6) inches in width around all windows and doorways; or
  - iv. Raised cornice parapets over entries; or
  - v. Some other architectural feature or treatment which adds definition to the building openings, walkways or entrances.
5. Ground floor facades that face streets or public walkways must be modulated with features such as windows, entrances, arcades, porches, pilasters, arbors, awnings,

recessed or projecting display windows along no less than 75% of the length of the façade.

6. Openings or architectural elements simulating fenestration-like features shall occupy at least twenty percent (20%) of the wall surface area of the first floor of the primary facade and walls adjacent to public rights-of-way, or visible from adjacent properties.
7. No single wall plane shall exceed 30 feet horizontal length or vertical height.
8. Wall planes shall include varying building articulation with a minimum of three feet in projection or depth from an adjacent wall plane.
9. Wall planes shall include a variety of building materials, not to exceed 75 percent of one material.
10. Facades greater than 100 feet in length shall provide a varying roofline.
11. All roof-top equipment shall be fully screened from view of adjacent roadways and properties.

c. Roof Form:

1. Buildings Less than 10,000 Square Feet.

Roofs on primary structures with a floor plate less than 10,000 square feet shall be pitched with a minimum slope of at least 5:12 or provide the appearance of 5:12 pitch through the use of a modified mansard roof. At least one of the following elements shall be incorporated into the design for each 50 lineal feet of roof:

- i. Projecting gables
- ii. Hips
- iii. Horizontal/vertical breaks
- iv. Three or more roof slope planes shall be incorporated into the overall design.

2. Buildings Larger than 10,000 Square Feet.

Roofs on structures with a floorplate of greater than 10,000 square feet shall have no less than two of the following features:

- i. Parapet walls featuring three-dimensional cornice treatment that at no point exceed one-third of the height of the supporting wall.
- ii. Overhanging eaves, extending no less than 3 feet past the supporting walls.
- iii. Sloping roofs not exceeding the average height of the supporting walls, with an average slope greater than or equal to 1 foot of vertical rise for every 1 foot of horizontal run.
- iv. Three or more roof slope planes.

(9) Enhanced Design Criteria – Compatibility.

*Compatibility* shall mean the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony.

*Compatibility* does not mean "identical". Rather, *compatibility* refers to the sensitivity of development proposals in maintaining the character of existing development.

- a. To the extent feasible, conditions may be imposed upon approval of a development project in or adjacent to an existing developed neighborhood to achieve compatibility in connection with:
  - i. a complementary or new high-quality standard of architectural character for the neighborhood, including building materials and colors which complement or create an enhanced architectural standard for the area;
  - ii. softening a building's mass and scale through building articulation, subdivision of building mass, and sensitive orientation of a building on the site;
  - iii. creating opportunities for privacy of abutting land uses; and
  - iv. limiting outdoor storage areas, mechanical equipment, loading and unloading.

(10) Enhanced Design Criteria – Lighting

- a. In addition to compliance with *Windsor Municipal Code* §16-10-100, the following lighting standards shall apply:

- i. In no event shall lighting negatively affect the safe passage of traffic on public roadways adjacent to or in proximity of the site.
- ii. Exterior building lighting and display lighting shall include fixtures with a dimming interface.
- iii. Light poles within 100 feet of a residential use or residentially-zoned property shall not exceed 20 feet in height.
- iv. Outdoor lighting shall be limited to a maximum of one thousand (1000) candela per square meter (nits).
- v. Outdoor lighting shall be L.E.D. (light emitting diode) “Dark Sky” compliant, per the International Dark Sky Association requirements for reducing light pollution and minimizing glare, sky glow, spill light and obtrusive light.
- vi. Light bulbs shall be soft-white or warm-white hues.
- vii. A photometric plan illustrating compliance shall be submitted.

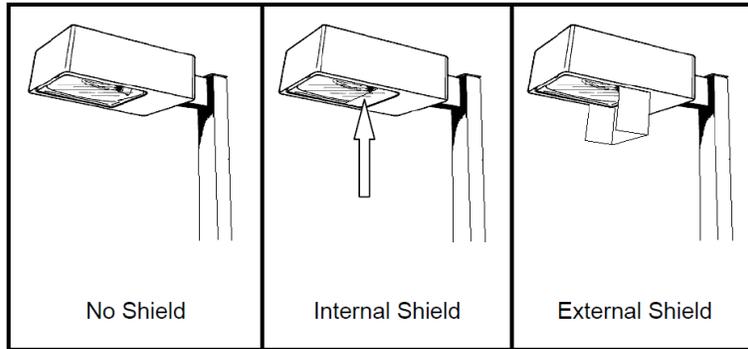
b. Lighting Time Limitations.

Parking Lot lighting shall require fixtures with a dimming interface. Lighting in and surrounding such Parking Lots shall be reduced within one hour after business closing to a level sufficient for security purposes only. All exterior illumination shall be reduced to levels sufficient for security purposes only after 10:00 p.m.

c. Shielding.

All light fixtures required to be fully shielded shall be installed to satisfy the following:

1. All outside light fixtures, including building-mounted lighting shall be fully shielded and be aimed so that the direct illumination shall be confined to the property boundaries of the source.
2. All light fixtures used on open parking garages, including those mounted to the ceilings over the parking decks, shall be fully shielded.



d. Certification.

Outdoor lighting shall be designed and certified by an engineer as conforming to all applicable restrictions of these Standards before construction commences. Further, the system shall be certified by a registered engineer following installation to verify that the installation is consistent with the certified design.

(11) Enhanced Design Criteria – Outdoor Display

Outdoor display of merchandise for sale or lease is not allowed unless specifically depicted on an approved site plan.

**Section 4.** The land use regulations set forth above shall be deemed incorporated into the comprehensive development plan established pursuant to § 29-20-105, C.R.S., for the I-25/State Highway 392 Corridor Activity Center by the City of Fort Collins and the Town of Windsor

Introduced, passed on first reading, and ordered published this 10<sup>th</sup> day of October, 2016.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

Introduced, passed on second reading, and ordered published this 24<sup>th</sup> day of October, 2016.

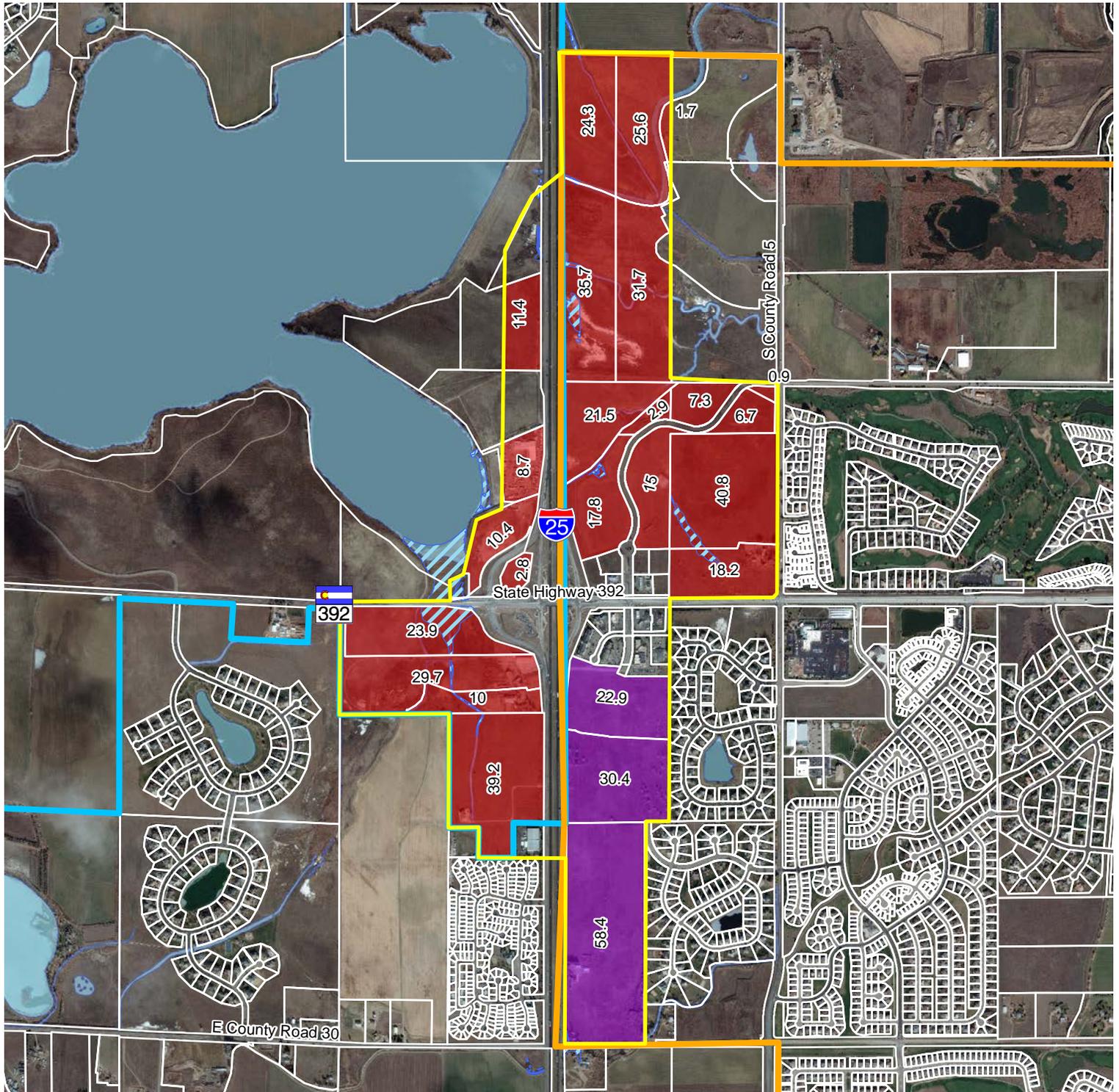
TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

# I25 - State HWY 392 Interchange Corridor Activity Center



- Community Activity Center
- Windsor GMA
- Fort Collins GMA
- Wetlands
- Commercial
- Employment

City of Fort Collins      Town of Windsor  
 Gross Acres: 136.2      Gross Acres: 361.8



Updated: 07/28/2016



RESOLUTION 2016-070  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
RECOMMENDING TO THE TOWN BOARD OF WINDSOR APPROVAL OF THE  
PROPOSED CHANGES TO THE CORRIDOR ACTIVITY CENTER DESIGN STANDARDS

WHEREAS, on January 3, 2011, the City and the Town of Windsor (the "Town") entered into an Intergovernmental Agreement (the "IGA") setting forth certain understandings between the City and Town regarding development of the Interstate 25/State Highway 392 Interchange; and

WHEREAS, the IGA was subsequently amended in 2012 and 2013; and

WHEREAS, Section 3.2 of the IGA as amended in 2012 states that the City and the Town adopted standards and guidelines for the development of properties within the Corridor Activity Center (the "CAC Design Standards") and that such standards shall remain in full force and effect for a term of twenty-five years unless changes are approved by written agreement; and

WHEREAS, the City and the Town wish to codify amendments to their respective CAC design standards in order to further facilitate high quality, compatible development within the CAC; and

WHEREAS, on this date, the City Council is considering, on First Reading, Ordinance No. 107, 2016, codifying amendments to the Fort Collins Land Use Code to modify the City's CAC Design Standards; and

WHEREAS, the Town has submitted its proposed changes to the CAC design standards to the City for review and such proposed changes are attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, on May 12, 2016, the Fort Collins Planning and Zoning Board approved a recommendation to Council to approve the Town's proposed CAC design standard changes; and

WHEREAS, the Council finds that the Town's proposed CAC design standard changes are in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

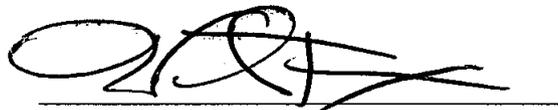
Section 2. That the City Council hereby approves of the Town's proposed CAC design standards attached hereto as Exhibit "A" and recommends that the Town codify such design standards.

Section 3. That the City Council hereby authorizes the Mayor to execute an amendment to the IGA reflecting the written agreement of the parties to the respective changes to the CAC

design standards codified by the City and the Town, with such IGA amendment being in a form that the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 6th day of September, A.D. 2016.



  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

## CAC Enhanced Design Standards

### Definitions

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<b>Front Façade</b>	Any side of building with the primary entrance. A Front Façade may also be a Primary Façade.
<b>I-25 Landscape Buffer</b>	An area of no less than eighty (80) feet, measured from the Interstate 25 right-of-way's outer boundary.
<b>Parking Lot</b>	All areas used for the parking of vehicles for customers, employees, and visitors, and fleet or business vehicles. In the case of Automobile Dealerships, Parking Lot shall not mean Vehicle Inventory Lots.
<b>Primary Façade</b>	Any side of building facing toward a public or Street-like Private Drive. A Front Façade may also be a Primary Façade.
<b>Street-like Private Drive</b>	Any privately-owned and maintained roadway intended for public use.

### General Purpose:

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The intent of these standards is to provide the tools for creating an improved quality of appearance and more integrated mix of land uses for the Windsor Corridor Activity Center (CAC). These standards apply to all development applications within the CAC other than single-family residential development and public parks or open space. These standards supplement all of the Town's adopted design standards and, to the extent that the Town's adopted standards conflict with these standards, these standards shall apply.

### Site Design:

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To the maximum extent feasible, larger sites containing multiple buildings and uses shall be composed of a series of urban-scale blocks of development defined and formed by public streets or Street-like Private Drives that provide links to nearby streets along the perimeter of the site.

1. In addition to a network of streets and drives, blocks shall be connected by a system of parallel tree-lined sidewalks that adjoin the streets and drives which, when combined with off-street connecting walkways, enables a fully integrated and continuous pedestrian network.

2. To the maximum extent feasible, remote or independent pad sites, disconnected from the pedestrian sidewalk network and shared parking facilities, shall be minimized. Buildings shall be directly connected to the pedestrian sidewalk network. All parking areas shall be interconnected to provide shared parking opportunities.

## **Landscaping:**

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Landscaping shall be incorporated around service areas, building entrances and throughout parking areas, vehicular and pedestrian circulation areas. All landscaping shall be in accordance with the Town of Windsor Tree and Landscape Standards, as amended, updated or replaced. The intent of these standards is to enhance the Tree and Landscape Standards in the CAC to ensure a high-quality appearance within the CAC.

1. Site landscaping shall be twenty percent (20%) or greater, excluding the I-25 Buffer, and any applicable Buffer Yards as set forth below.
2. Landscape designs shall strive to incorporate xeric principles.
3. Berms and walls may also be incorporated as an element for screening.
4. I-25 Landscape Buffer. Landscaping adjacent to Interstate 25 shall be provided in accordance with the following:
  - A. Landscaping within the I-25 Landscape Buffer shall be planted predominantly with drought-tolerant grasses, interspersed with bands of shrubs and trees.
  - B. A minimum of two (2) evergreen trees, two (2) shade trees, and four (4) shrubs per one-hundred (100) lineal feet of frontage shall be provided.
  - C. Fences, screen walls, and Parking Lots are not allowed within the I-25 Landscape Buffer. Retaining walls should be minimized to the greatest extent possible, and shall not exceed four feet (4') in height.
  - D. Parking Lots, loading and service areas shall be significantly buffered from I-25 primarily by the use of naturalistic berms and landscaping. Berm heights shall primarily be designed to provide significant buffering of Parking Lots, loading and service areas, yet allowing for some visibility of buildings and providing visual interest along I-25.
  - E. Berms shall comply with the following:
    1. Berms shall range in height from three (3) to seven (7) feet in height, dependent on the proposed finished grade of the adjacent Parking Lot, loading or service area in relation to the adjacent interstate grade. If I-25 is elevated in comparison to the grade at the edge of the proposed development, berms should be higher to achieve the same buffering effect.
    2. Berms shall create a naturalistic appearance raising, lowering, and/or overlapping, to provide adequate buffering.
    3. The slope of berms shall generally be no steeper than a ratio of 4:1 to allow for a naturalistic, park-like appearance, and allow for mowing.
    4. Berms shall be located along the easternmost portion of the I-25 Landscape Buffer, while still allowing for a meandering appearance of the berms.

5. Berms shall be predominately planted with drought-tolerant grasses, interspersed with shrubs and trees.
6. When berms are intended to provide significant screening of parking, loading and service areas, calling for berms greater than five feet in height, the berms and surrounding areas shall primarily be planted with drought-tolerant grasses interspersed with shrubs and a mix of shade, ornamental, evergreen trees. On average, such screening areas shall be planted with a minimum of four (4) trees and four (4) shrubs per one-hundred (100) lineal feet, requiring a minimum of 50% evergreen trees. Significant buffering of Parking Lots, loading and service areas shall be provided while allowing for some visibility of buildings.
7. When berms are intended to provide lower amounts of screening of Parking Lots, loading and service areas, calling for berms five feet or less in height, the berms and surrounding areas shall be planted with a higher-density mix of shade, evergreen and ornamental trees, in addition to drought-tolerant grasses and shrubs. On average, such areas shall be planted with a minimum of eight (8) trees and eight (8) shrubs per one-hundred (100) lineal feet, requiring a minimum of 50% evergreen trees. Significant buffering of Parking Lots, loading and service areas shall be provided while allowing for some visibility of buildings.
8. The Site Plan development review process submittals shall illustrate screening and view opportunities, including representative cross-sections and key views from adjacent streets.

#### 5. Parking Lot Screening

- A. The perimeter of all Parking Lots shall be screened from public streets, Street-like Private Drives, public open space, and adjacent properties by at least one of the following methods for the entire perimeter length:
  1. A berm three (3) feet high with a maximum slope of 3:1 in combination with evergreen and deciduous trees and shrubs.
  2. A hedge at least three (3) feet high, consisting of a double row of shrubs planted 3-feet to 5-feet on center, depending on the species, in a triangular pattern.
  3. A decorative fence or wall made of masonry or other high quality material between three (3) and four (4) feet high in combination with landscaping.
- B. In addition to the above screening, the following landscaping is required:
  1. Trees shall be provided at a ratio of two (2) evergreen, one (1) ornamental tree, one (1) shade tree, and four (4) shrubs per one-hundred (100) lineal feet along a public street or Street-like Private Drive.
  2. Trees may be spaced irregularly in informal groupings or be uniformly spaced, as consistent with larger overall planting patterns and organization. Perimeter landscaping along a street may be located in and should be integrated with the streetscape in the street right-of-way.

6. Parking Lot Landscaping:

1. In addition to landscape island requirements, large surface Parking Lots be visually and functionally segmented into smaller sections by landscape areas or islands. Each section shall contain a maximum of two hundred (200) parking spaces. The perimeter of each module shall be landscaped with a ten foot (10') wide buffer landscaped with shrubs and trees, including one tree every forty feet (40'). Each section shall contain a maximum of two hundred (200) parking spaces.
2. Landscape medians and/or islands should strive to incorporate bio swales and/or raingardens throughout a site to manage runoff.

7. Buffer Yards

- A. Applicability. These standards apply to all development applications within the CAC other than proposed single-family residential development and public parks or open space.
- B. Purpose. The purpose of this Section is to provide standards to separate proposed non-residential development from existing single-family residential uses, in order to eliminate, mitigate or minimize potential nuisances.
- C. Buffer standards. Buffer yards shall be located on the outer perimeter of a lot or parcel proposed for non-residential development abutting single-family detached uses.
- D. Only those structures used for buffering and/or screening purposes shall be located within a buffer yard. The buffer yard shall not include any paved area, except for pedestrian sidewalks or paths. Fencing and/or walls used for buffer yard purposes shall be solid, with at least seventy-five (75) percent opacity.
- E. Buffer yard widths are established in the chart below and specify deciduous or coniferous plants required per one hundred (100) linear feet along the affected property line, on an average basis.

Buffer Width	Plant Multiplier	Plants per 100 linear feet along affected property line			
		Shade Trees	Ornamental Trees	Evergreen Trees	Large Shrubs
40	1.00	4	4	3	25
50	.90	3.6	3.6	2.7	22.5
60	.80	3.2	3.2	2.4	20.0

- F. Credit for berm. The required plant units may be reduced by 50% if a landscaped berm is provided with a minimum height of 5 feet.
8. Other landscape areas. Landscape areas outside of the I-25 Landscape Buffer, Parking Lot Screening and Buffer Yards shall consist of at least one (1) tree and five (5) shrubs for every 750 square feet of landscaped area.

## **Parking:**

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1. **Applicability.** These standards apply to all Parking Lots within the CAC associated with commercial, industrial, or multifamily development.
2. **Purpose.** The purpose of this Section is to provide standards to enhance the physical appearance of development within the CAC by ensuring Parking Lots are designed to maintain and enhance the quality of commercial development, manage storm water runoff, reduce heat island effects, and promote a pedestrian friendly and safe environment.
3. **Standards.** Parking Lots shall be located away from the Front Façade of a building to the maximum extent feasible. Such Parking Lots, if located between the Front Façade of the building and the adjacent public or Street-like Private Drive, shall be limited to no more than a single drive aisle with a single row of parking on each side. When this layout does not provide adequate parking, additional parking shall be located on sides of a building that are not a Front Façade.
4. **Parking Lots containing more than one (1) drive aisle shall include walkways that are located in places that are logical, safe and convenient for pedestrians.**

## **Building Design and Orientation:**

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The purpose of this Section is to provide standards to enhance the physical appearance of development within the CAC. The intent is not to limit creativity or innovation in architectural design. Applicants proposing architecture that does not comply with the following standards are encouraged to seek alternative compliance.

### **Orientation:**

1. **Primary Facades shall face an adjacent public or Street-like Private Drive.**
2. **For buildings with more than one Primary Façade, facades visible from each street shall incorporate high-quality architectural materials, architectural elements and building appearance equivalent to that of the Front Façade.**
3. **Building details, landscaping and berming shall be combined to create a level of visual interest equivalent to that of the Front Façade for all Primary Facades on the building.**
4. **Service areas, loading docks, outdoor storage and mechanical equipment shall not face a public or Street-like Private Drive unless completely screened from view from all adjacent roadways and properties with combined architectural and landscape materials that complement the building.**
5. **To the maximum extent feasible, buildings shall be oriented to preserve intermittent views to the west.**

### **Form/Façade Treatment:**

1. **All sides of buildings shall be of high-quality architecture and building materials.**

2. Building sides facing a public street or Street-like Private Drive shall incorporate high-quality architectural materials, architectural elements and building appearance equivalent to that of the building front.
3. Entrances shall be clearly defined by architectural elements.
4. Facades shall incorporate a minimum of three (3) of the following architectural elements to emphasize building entries, doorways, walkways and window openings.
  - (a) Canopies or awnings over at least thirty percent (30%) of the openings of the building; or
  - (b) Covered walkways, porticos and/or arcades covering at least thirty percent (30%) of the horizontal length of the front facade; or
  - (c) Projecting trim, ledges or similar architectural accent features between two (2) inches and six (6) inches in width around all windows and doorways; or
  - (d) Raised cornice parapets over entries; or
  - (e) Some other architectural feature or treatment which adds definition to the building openings, walkways or entrances.
5. Ground floor facades that face streets or public walkways must be modulated with features such as windows, entrances, arcades, porches, pilasters, arbors, awnings, recessed or projecting display windows along no less than 75% of the length of the façade.
6. Openings or architectural elements simulating fenestration-like features shall occupy at least twenty percent (20%) of the wall surface area of the first floor of the primary facade and walls adjacent to public rights-of-way, or visible from adjacent properties.
7. No single wall plane shall exceed 30 feet horizontal length or vertical height.
8. Wall planes shall include varying building articulation with a minimum of three feet in projection or depth from an adjacent wall plane.
9. Wall planes shall include a variety of building materials, not to exceed 75 percent of one material.
10. Facades greater than 100 feet in length shall provide a varying roofline.
11. All roof-top equipment shall be fully screened from view of adjacent roadways and properties.

**Roof Form:**

*Buildings Less than 10,000 sq.ft.*

Roofs on primary structures with a floor plate less than 10,000 sq.ft. shall be pitched with a minimum slope of at least 5:12 or provide the appearance of 5:12 pitch through the use of a modified mansard roof. At least one of the following elements shall be incorporated into the design for each 50 lineal feet of roof:

1. Projecting gables
2. Hips
3. Horizontal/vertical breaks

Three or more roof slope planes shall be incorporated into a design.

*Buildings Larger than 10,000 sq.ft.*

Roofs on structures with a floorplate of greater than 10,000 sq.ft. shall have no less than two of the following features:

1. Parapet walls featuring three-dimensional cornice treatment that at no point exceed one-third of the height of the supporting wall.
2. Overhanging eaves, extending no less than 3 feet past the supporting walls.
3. Sloping roofs not exceeding the average height of the supporting walls, with an average slope greater than or equal to 1 foot of vertical rise for every 1 foot of horizontal run.
4. Three or more roof slope planes.

**Compatibility:**

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*Compatibility* shall mean the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. *Compatibility* does not mean "identical". Rather, *compatibility* refers to the sensitivity of development proposals in maintaining the character of existing development.

To the extent feasible, conditions may be imposed upon approval of a development project in or adjacent to an existing developed neighborhood to achieve compatibility in connection with:

- 1) a complementary or new high-quality standard of architectural character for the neighborhood, including building materials and colors which complement or create an enhanced architectural standard for the area;
- 2) softening a building's mass and scale through building articulation, subdivision of building mass, and sensitive orientation of a building on the site;
- 3) creating opportunities for privacy of abutting land uses; and
- 4) limitations on outdoor storage areas, mechanical equipment, loading and unloading.

**Lighting:**

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In addition to compliance with *Windsor Municipal Code §16-10-100*, the following lighting standards shall apply:

- A. In no event shall lighting negatively affect the safe passage of traffic on public roadways adjacent to or in proximity of the site.
- B. Exterior building lighting and display lighting shall include fixtures with a dimming interface.
- C. Light poles within 100 feet of a residential use or residentially-zoned property shall not exceed 20 feet in height.
- D. Outdoor lighting shall be limited to a maximum of one thousand (1000) candela per square meter (nits).

- E. Outdoor-lighting shall be L.E.D. (light emitting diode) "Dark Sky" compliant, per the International Dark Sky Association requirements for reducing light pollution and minimizing glare, sky glow, spill light and obtrusive light.
- F. Light bulbs shall be soft-white or warm-white hues.
- G. A photometric plan illustrating compliance shall be submitted.

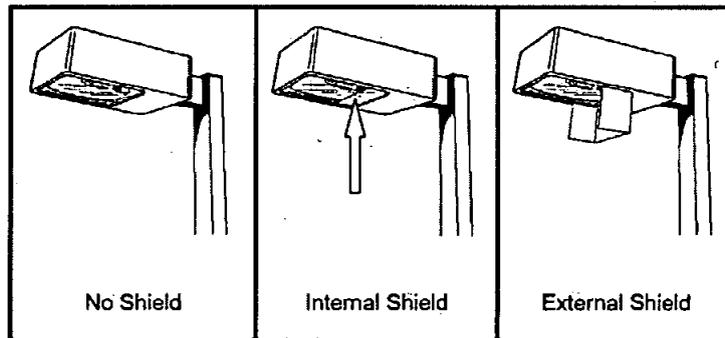
**Lighting Time Limitations**

Parking Lot lighting shall require fixtures with a dimming interface. Lighting in and surrounding such parking shall be reduced within one hour after business closing to a level sufficient for security purposes only. All exterior illumination shall be reduced to levels sufficient for security purposes only after 10:00 p.m.

**Shielding**

All light fixtures required to be fully shielded shall be installed to satisfy the following:

- 1. All outside light fixtures, including building-mounted lighting shall be fully shielded and be aimed so that the direct illumination shall be confined to the property boundaries of the source.
- 2. All light fixtures used on open parking garages, including those mounted to the ceilings over the parking decks, shall be fully shielded.



**Certification**

Outdoor lighting shall be designed and certified by an engineer as conforming to all applicable restrictions of these Standards before construction commences. Further, the system shall be certified by a registered engineer following installation to verify that the installation is consistent with the certified design.

**Outdoor Display:**

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Outdoor display of merchandise for sale or lease is not allowed unless specifically depicted on an approved site plan.

ORDINANCE NO. 107, 2016  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AMENDING ARTICLE 3, DIVISION 3.9.12 OF THE LAND USE CODE  
REGARDING CORRIDOR ACTIVITY CENTER DESIGN STANDARDS

WHEREAS, on December 2, 1997, by its adoption of Ordinance No. 190, 1997, the City Council enacted the Fort Collins Land Use Code (the "Land Use Code"); and

WHEREAS, since the time of adoption, the Land Use Code has been regularly amended not only for the purpose of clarification and correction of errors, but also for the purpose of ensuring that the Land Use Code remains a dynamic document capable of responding to issues identified by staff, other land use professionals and citizens of the City; and

WHEREAS, on January 3, 2011, the City and the Town of Windsor entered into an Intergovernmental Agreement (the "IGA") regarding development of the Interstate 25/State Highway 392 Interchange and such IGA was subsequently amended in 2012 and 2013; and

WHEREAS, pursuant to the IGA, the City and the Town of Windsor adopted design standards for the development of properties within the Corridor Activity Center (the "CAC"); and

WHEREAS, the City and the Town of Windsor wish to make coordinated changes to their respective CAC design standards to further facilitate high quality, compatible development within the CAC; and

WHEREAS, the City Council has determined that the recommended Land Use Code amendments are in the best interest of the City and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That Section 3.9.4(B) of the Land Use Code is hereby amended to read as follows:

**3.9.4 - Landscaping Standards**

**(B) *Site Perimeter Landscaping Abutting the I-25 Right-of-Way.***

- (1) *Buffers abutting I-25.* Developments with a site perimeter which is adjoining the I-25 right-of-way shall provide a landscaped buffer of at least eighty (80) feet between the building or parking lot edge and the I-25 right-of-way. The buffer

shall consist of informal clusters of deciduous and evergreen trees and shrubs planted in an offset pattern and shall consist of one (1) tree and ten (10) shrubs per twenty-five (25) lineal feet of frontage.

- (2) *Berms.* Berms greater than three (3) feet in height shall not be permitted adjoining the I-25 right-of-way, if they block long-range views of mountains and open lands for motorists on I-25 (not including motorists on frontage roads or ramps). Notwithstanding this limitation, additional berm height may be required to screen the following areas visible to motorists on I-25: parking lots, drive-thru lanes, and service areas, including but not limited to, loading areas, service entrances, and trash and recycling enclosures.
- (3) *Parking and Service Areas.* When berms screening parking and service areas are less than five feet in height, berms and surrounding landscape areas shall be planted with a minimum of eight (8) trees and eight (8) shrubs per one-hundred (100) lineal feet. A minimum of 50% of the required trees shall be evergreens.
- (4) *Additional Screening Elements.* In conjunction with the buffering, landscaping and berms, additional elements allowed within the 80-foot buffer may include screen walls in accordance with the provisions of Section 3.9.8(A) (B) and (C).

Introduced, considered favorably on first reading, and ordered published this 6th day of September, A.D. 2016, and to be presented for final passage on the 20th day of September, A.D. 2016.

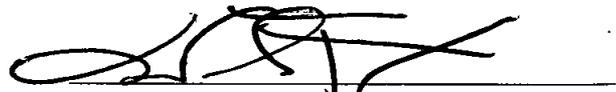


ATTEST:

  
\_\_\_\_\_  
Mayor

W Winkelmann  
City Clerk

Passed and adopted on final reading on the 20th day of September, A.D. 2016.

  
\_\_\_\_\_  
Mayor

ATTEST:

W Winkelmann  
City Clerk

The proposed site layout incorporates additional landscape screening along the south side of the site, screening the drive-thru, and along the perimeter of the property to screen the parking lot. These additions are consistent with the intent of the Commercial Corridor Plan, which is to convey an image of high quality development and community to residents, property owners and visitors.

3. Approval of the waiver request will not be detrimental to the public interest. Staff analysis is the public interest, public safety, and public welfare will not be detrimentally impacted by the proposed site layout. The layout proposes a pedestrian walkway in place of the landscape island on the north side of the site, which improves pedestrian safety and promotes walkability between the various commercial uses.

The application is consistent with various goals of the 2016 Comprehensive Plan and the Vision 2025 document does not address this type of request.

Staff recommends that the Planning Commission approve the waiver request, as presented and illustrated on the enclosed landscape plans.

**Mr. Tallon moved to approve the waiver request as presented; Mr. Harding seconded the motion. Roll call on the vote resulted as follows:**

**Yeas – Schick, Tallon, Dennison, Bushelman, Scheffel, Harding, Annable**

**Nays – None**

**Motion carried.**

2. Public Hearing – Adoption of Enhanced Design Standards for development within the I-25/SH 392 Interchange Corridor Activity Center Area (CAC)
  - Legislative action
  - Staff presentation: Scott Ballstadt, Director of Planning

Mr. Schick opened up the public hearing.

Per Mr. Ballstadt, an intergovernmental agreement (IGA) with Fort Collins was entered into after the completion of the I-25/392 interchange improvements. When the IGA was developed, it required the Town of Windsor and the City of Fort Collins to cooperatively adopt design standards for the CAC and in 2010 Windsor and Fort Collins agreed to a list of uses and design standards.

In May of 2015, the Town of Windsor received a request from a property owner within the CAC to amend and add additional uses in the CAC which prompted discussions with Fort Collins regarding design standards as well. Since that request was made, the property owner has withdrawn their request to amend the IGA. Windsor is proposing to move forward and adopt the design standards that have been thoroughly reviewed, which has included public outreach and joint work sessions of the Windsor Town Board and the Fort Collins City Council.

Since the request to add auto dealerships was withdrawn, staff removed references to auto dealerships and related standards as can be seen in the CAC redlined draft within the packet and what remains is identical to the design standards that Windsor referred to Fort Collins in April of 2016. The City of Fort Collins Planning and Zoning Board recommended approval to their City Council which the City Council approved and forwarded a recommendation to Windsor to adopt the standards as well.

Staff recommends forwarding a recommendation of approval of the design standards as proposed to the Town Board.

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

Residents of the Country Meadows subdivision stated they still have concerns regarding the design standards to include the buffer area not being large enough, there being no restrictions on building heights and there being no quantitative limits on noise and lights on new development. The residents thanked the Planning Department for their work on the IGA and including them in the process.

Mike Downey appeared on behalf of Doug Moreland and is concerned with the landscaping and buffering on the west side of the property. Mr. Downey feels it is important for Windsor to mirror Fort Collins' design standards. Mr. Downey stated the dealership decided not to proceed in Windsor because they feel the design standards are prohibitive. Mr. Downey stated that he put together a comparison of Fort Collins standards with Windsor standards and felt that Windsor's standards were greater than Fort Collins. Mr. Downey provided an exhibit of the comparison for the Commissioners and staff.

Mr. Ballstadt stated the proposed design standards have raised the bar on the standards that are currently in the code. The two primary concerns raised by neighboring residents are the same concerns that were previously raised and a buffer space between the neighboring uses and future consumer uses has been added to the design standards. Currently the Windsor code does not require buffering but the enhanced standards will include buffer language applicable to the CAC. Height restrictions were not included in the CAC standards as the Municipal Code already includes height limitations. The standards were forwarded as part of a proposal to Fort Collins in April of 2016 and they have since reviewed and approved of them. Mr. Ballstadt commented that at this point the standards should be adopted so the area is protected by the enhanced design standards. The standards have been reviewed multiple times by the boards, property owners, neighbors and staff is comfortable moving forward with the adoption of the enhanced design standards.

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

**Yeas – Schick, Tallon, Dennison, Bushelman, Scheffel, Harding, Annable**  
**Nays – None**  
**Motion carried.**

3. Recommendation to Town Board – Adoption of Enhanced Design Standards for development within the I-25/SH 392 Interchange Corridor Activity Center Area (CAC)
  - Legislative action
  - Staff presentation: Scott Ballstadt, Director of Planning

Mr. Dennison inquired if the CAC standards are adopted and conflict with other codes would the enhanced design standards trump the code for the rest of the town.

Mr. Ballstadt stated the standards that Windsor adopts would apply to Windsor's side of the interstate and the most stringent of the requirements would need to be followed in the CAC area.

Mr. Schinner inquired about further public hearings regarding the design standards.

Mr. Ballstadt stated a public hearing is scheduled for the Town Board meeting on October 10, 2016. The design standards could be reviewed during the code update process as well.

Mr. Annable inquired as to the height requirements.

Mr. Ballstadt stated the zoning code includes maximum heights that apply according to how a property is zoned which are in chapter 16 of the municipal code.

**Mr. Tallon moved to forward a recommendation of approval of the Enhanced Design Standards for the Corridor Activity Center Area (CAC) as presented to the Town Board; Mr. Harding seconded the motion. Roll call on the vote resulted as follows:**

**Yeas – Schick, Tallon, Dennison, Bushelman, Scheffel, Harding, Annable**  
**Nays – None**  
**Motion carried.**

#### **D. COMMUNICATIONS**

1. Communications from the Planning Commission  
None
2. Communications from the Town Board liaison  
Mr. Bennett stated the Town Board went on a NISP tour and received an update on the project. If the project proceeds as planned, water will be available in 2025.
3. Communications from the staff  
Ms. Barkeen informed the Planning Commission of two separate groups working on housing that is affordable in Northern Colorado and indicated that she and Mr. Bennett have been participating, as well as the Windsor Housing Authority.

<b>Parking Lot Perimeter Landscaping</b>	
<b>Fort Collins I-25</b>	<b>Proposed Windsor CAC</b>
LUC 3.9.4(A) requires screening of <u>75%</u> of the <u>perimeter</u> of parking lots from nearby streets, public ROW, public open space and nearby uses, using one of 3 methods: (1) berm with landscaping; (2) double row hedge; or (3) fence or wall with landscaping	Landscaping, Section 5, Parking Lot Screening requires screening of the <u>entire perimeter</u> of parking lots from the same kinds of uses, using one of 3 methods that are very similar to the Fort Collins' methods ( <i>proposed new requirement</i> )
<b>Note: Fort Collins only requires screening of 75% of the lot's perimeter while Windsor requires screening of the entire perimeter; Windsor also has additional landscaping requirements for along streets and around the perimeters of each 200-space parking module within a parking lot</b>	
<b>I-25 Buffer</b>	
<b>Fort Collins I-25</b>	<b>Proposed Windsor CAC</b>
LUC 3.9.4(B)(1) requires a buffer of at least 80-foot buffer <u>between</u> I-25 ROW and nearest building or parking lot edge ( <i>existing requirement</i> )	The I-25 Landscape Buffer is defined as an area no less than 80-feet wide, measured from the outer boundary of the I-25 ROW
Per LUC 3.9.4(B)(1), required landscaping in the buffer is informal clusters of deciduous and evergreen trees and shrubs; 1 tree/25 feet and 10 shrubs/25 feet ( <i>existing requirement</i> )	Landscaping, Section 4, I-25 Landscape Buffer requires predominantly grasses interspersed with trees and shrubs; 2 evergreens/100 feet; 2 shade trees/100 feet; 4 shrubs/100 feet
<b>Note: Tree totals per 100 feet are the same, however, Windsor requires that one-half of the trees be evergreens, which screen year-round unlike shade trees; shrub totals in Fort Collins are 4 times greater than Windsor (40/100 feet vs. 4/100 feet) but shrubs do not block visibility the way trees do.</b>	
<b>I-25 Buffer continued</b>	
Per LUC 3.9.4(B)(2), berms greater than 3 feet are prohibited if they block long-range views of mountains and open lands for I-25 motorists ( <i>existing requirement</i> )	Per Landscaping, Section 4, I-25 Landscape Buffer berms are required to screen parking lots, loading and service areas; <u>berms shall range from 3 to 7 feet tall</u> depending on the relationship of the finished grade of the area being screened and I-25; higher berms are required I-25 is elevated
Per LUC 3.9.4(B)(2), berming greater than 3 feet <u>may be required</u> to screen parking lots, drive-thrus and service areas ( <i>proposed new requirement</i> )	

**Note: Berms greater than 3 feet in Fort Collins are prohibited if they block views, and berms are never required, unless the decision-maker requires the screening of certain uses from I-25; in Windsor, berming to screen such uses is mandatory and the height must vary from 3 feet to 7 feet along the length of the berm. The combination of required 80-foot buffer, 3 – 7 foot berms and heavy tree landscaping means little to no visibility from I-25 when the landscaping is mature.**

Per LUC 3.9.4(B)(3) berms that screen parking and service areas that are less than 5 feet tall shall be landscaped with 8 trees/100 feet (with 50% evergreens) and 8 shrubs/100 feet (*proposed new requirement*)

Landscaping, Sections 6 and 7, provide different berm heights and landscaping requirements for “significant screening” and “lower amounts of screening”;

- “significant screening” requires 5 feet berms and 4 trees (with 50% evergreens) and 4 shrubs/100 feet;
- “lower screening” requires berms less than 5 feet, but higher density landscaping of 8 trees (with 50% evergreens) and shrubs/100 feet

**Note: Fort Collins’ landscaping requirements are equal to Windsor’s “lower screening” method, but only apply to berms less than 5 feet, if required by the decision-maker to screen parking and service areas; Windsor’s landscaping requirements apply to all berms of all heights; either of Windsor’s options (lower berms with dense landscaping, or taller berms with less landscaping) effectively block visibility from I-25.**

Per LUC 3.9.4(B)(4) screen walls are allowed in the I-25 buffer if they meet the requirements of LUC 3.9.8 for materials, location and maximum length (*proposed new requirement*)

Per Landscaping, Section 4, screen walls and fences are prohibited in the I-25 Buffer; only retaining walls are permitted but should be minimized to the greatest extent possible, and have a 4-foot height limitation



April 21, 2016

Darin Atteberry, City Manager  
City of Fort Collins  
300 LaPorte Avenue  
Fort Collins, CO 80521

Re: Proposed amendment to I-25/392 Intergovernmental Agreement

Dear Darin:

On April 11, 2016, the Windsor Town Board approved the enclosed Resolution No. 2016-24, which authorizes me to present the enclosed materials to you.

Enclosed is a proposed Amended and Restated Intergovernmental Agreement Pertaining to the Development of the Interstate 25/State Highway 392 Interchange, together with the identified exhibits. These documents are presented to you for review, referral and comment. By way of introduction and explanation, the enclosed documents address the following:

1. **Additional definitions.** We have added “Automobile Dealership” and “Single-family Detached Residential” to the previous roster of definitions in Section 1.
2. **Amendment of Permitted Uses.** Section 2 refers to an amended list of permitted uses (“Exhibit B”), which includes Automobile Dealerships and Single-family Detached Residential under Windsor’s column. The Fort Collins column is identical to the list of permitted uses previously adopted by the parties.
3. **Limitations on Automobile Dealerships and Single-family Detached Residential.** Section 2 confines these uses to identified sites as depicted in the referenced exhibits. The car dealerships are limited to just over 38 acres on the northerly Moreland property. The single-family homes are limited to 45 acres on the far eastern edge of the Muth property north of Highway 392 and just west of Larimer County Road 5.
4. **Enhanced Design Standards.** The CAC Enhanced Design Standards establish a strict but workable model for quality development on the Windsor side of the CAC. Although we did not profess to set these standards for the Fort Collins side, we encourage you to consider whether the enhanced standards could be adopted by your Council. Doing so would naturally result in a modification of the text found in Section 3.31.b, which would be essentially restored to the modification language found in the current IGA (consent of both parties required). These enhanced standards in many respects track established local practices (including Fort Collins), and are the product of numerous internal and public discussions with residents, landowners and staff.
5. **Modifications to Revenue-Sharing.** The modifications to the revenue-sharing language in Section 4 reflect the Town’s desire to capture all sales and property tax increment generated by the two new permitted uses on the Windsor side of the interchange. Based on the March, 2015, BBC Study, Windsor believes that, particularly with respect to car dealerships, there

will be increased costs which will not be mitigated under the current 65/35 revenue-sharing formula. The sale of motor vehicles does not generate use tax or sales tax revenue to Windsor, and the sole source of sales tax revenue would be service and parts-related.

6. **Transit Site Identification.** Section 6.3 contains new language requiring the City to condition annexation on landowner agreements to identify (but not dedicate or reserve) a future transit site parallel to that being identified on the Windsor side. This term is tied to the vision for bus rapid transit captured in the 2008 I-25/392 Improvements Plan commissioned by the City and the Town. We feel that, if we are requiring a Windsor landowner to identify a future transit site, we should have parallel expectations on the Fort Collins side of the interchange.
7. **The Exhibits.** Exhibit A is the same CAC map incorporated into the 2011 IGA, and is attached to the proposed amendment for illustration purposes. Exhibit B is the restated List of Permitted Uses. Exhibit C is the map depicting the footprint for automobile dealerships. Exhibit D is a depiction of the single-family residential exclusion areas; Parcels 2 and 3 lie in the western and southern areas of Mr. Muth's proposed residential zone, and are off-limits to single-family detached product. I will by email provide you with a pdf of this map, so that you may magnify it for review. Exhibit E is the proposed CAC Enhanced Design Standards.

The remainder of the enclosed IGA amendment retains the ongoing terms of our understandings from the original IGA without modification. I should note that each of the landowners in question have negotiated independent agreements which align with the terms of the enclosed and, as to the Moreland properties, commit the landowner to identify a transit site and make significant street improvements serving the CAC. If you wish to review these agreements, please contact me.

The Town asks that the enclosed be reviewed by staff and council, and that we work through any concerns as to each component. I look forward to hearing from you, and welcome comments from your staff, attorneys and Council members.

Sincerely,



Kelly E. Arnold  
Town Manager, Town of Windsor

Enclosures

pc: Windsor Town Board  
Ian D. McCargar, Town Attorney  
Scott Ballstadt, Director of Planning

TOWN OF WINDSOR

RESOLUTION NO. 2016-24

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO PROPOSE TO THE CITY OF FORT COLLINS AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR AND CITY OF FORT COLLINS WITH RESPECT TO DEVELOPMENT IN THE INTERSTATE 25/STATE HIGHWAY 392 CORRIDOR ACTIVITY CENTER

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

WHEREAS, the highway interchange located at Interstate 25 and State Highway 392 ("Interchange") is an important regional transportation crossroads for residents of and visitors to Northern Colorado; and

WHEREAS, in association with substantial improvements to the Interchange undertaken in 2009 and 2010, the Town and the City of Fort Collins ("City") entered into that certain "Intergovernmental Agreement Pertaining to the Development of the Interstate I25/State Highway 392 Interchange" dated January 3, 2011 ("Original IGA"); and

WHEREAS, on November 27, 2012, the Town and City amended and restated the Original IGA by entering into that certain "First Amended Intergovernmental Agreement Pertaining to the Development of the Interstate 25/State Highway 392 Interchange" ("Amended IGA"); and

WHEREAS, the Amended IGA represents a comprehensive development plan as authorized by Title 29, Article 20 of the Colorado Revised Statutes, the respective Charters of the Town and the City, and the Colorado Constitution; and

WHEREAS, the Amended IGA reaffirms the creation of the Corridor Activity Center ("CAC"), and reaffirms the list of permitted uses within the CAC ("Permitted Uses"); and

WHEREAS, the Amended IGA contemplates land use development and design standards which are applicable to development in the CAC ("Design Standards"); and

WHEREAS, the Amended IGA contemplates the sharing of sales tax and property tax revenue derived from the land area within the CAC; and

WHEREAS, since approval of the Amended IGA, no development or redevelopment activity has taken place on either side of the CAC; and

WHEREAS, beginning in 2015, two separate landowner groups on the east (Windsor) side of the CAC ("Windsor Landowners") have shown interest in undertaking new development on their respective parcels; and

WHEREAS, the Town and the City have determined that the uses proposed by the Windsor Landowners are inconsistent with the Permitted Uses, and are prohibited by the expressed intent of the Amended IGA; and

WHEREAS, since 2015, the Town and the City have engaged in discussions over whether the Amended IGA should be further amended to accommodate the uses proposed by the Windsor Landowners; and

WHEREAS, on February 1, 2016, the Town and the City convened and concurred that the Town would take the lead on examining the establishment of enhanced development and design standards which would apply to development on the east (Windsor) side of the CAC, including but not limited to the uses proposed by the Windsor Landowners; and

WHEREAS, both the Town and the Windsor Landowners have undertaken community outreach for the purpose of considering enhancements to the Design Standards, including neighborhood meetings, internal administrative conferences, professional consultation, public work sessions, and public comment sessions; and

WHEREAS, as a result of the foregoing efforts, the Town has arrived at an acceptable set of development and design standards ("Enhanced CAC Design Standards") for incorporation into a further amendment to the Amended IGA which would be applicable to development on the east (Windsor) side of the CAC; and

WHEREAS, the Town has considered further amendments to the Amended IGA to accommodate the uses proposed by the Windsor Landowners, including modifications to Permitted Uses allowed on the east (Windsor) side of the CAC, limitations on certain permitted uses on the east (Windsor) side of the Interchange, and modifications to the revenue-sharing formula set forth in the Amended IGA; and

WHEREAS, attached hereto and incorporated herein by this reference is the *2016 Amended and Restated Intergovernmental Agreement Pertaining to the Development of the Interstate 25/Highway 392 Interchange* ("2016 Amended IGA"), the form of which has been approved by the Windsor Town Board to serve as an offer to the City of Fort Collins to amend the Amended IGA as set forth therein; and

WHEREAS, the Town Board hereby expresses its desire to enter into the 2016 Amended IGA to encourage quality development in the CAC, promote economic health in both the Town and the City, and preserve the Interchange as an important gateway to the respective communities.

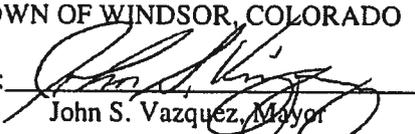
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. The Town Manager is hereby authorized to present the attached *2016 Amended and Restated Intergovernmental Agreement Pertaining to the Development of the Interstate 25/Highway 392 Interchange*, and all exhibits incorporated therein, to the City of Fort Collins as an offer to amend the prior agreements between the Town and the City in the form presented.
2. The Town invites the City to review the attached 2016 Amended IGA and, if acceptable, to notify the Town of the City's desire to formally adopt the 2016 Amended IGA.
3. The Town Manager is directed to consider and refer to the Town Board any comments, counter-offers or similar communication from the City, which communication may be presented either in public or in a lawful confidential setting.
4. Upon both Town and City approval of the form of amendments to the Amended IGA, whether in the form attached hereto or as may otherwise be negotiated, the Town will take formal action on such amendments in order to create a mutually-binding statutory comprehensive development plan for the CAC.
5. The Town reaffirms its desire to maintain the statutory comprehensive development plan for the CAC as previously approved and as may be amended by the parties.

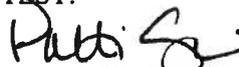
Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 11<sup>th</sup> day of April, 2016.

TOWN OF WINDSOR, COLORADO

By:

  
John S. Vazquez, Mayor

ATTEST:

  
Patti Garcia, Town Clerk



**2016 AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT  
PERTAINING TO THE DEVELOPMENT OF THE  
INTERSTATE 25/STATE HIGHWAY 392 INTERCHANGE**

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE INTERSTATE I25/STATE HIGHWAY 392 INTERCHANGE (“Amendment”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Fort Collins, Colorado, a Colorado home rule municipality (the “City”), and the Town of Windsor, Colorado, a Colorado home rule municipality (the “Town”), collectively referred to herein as the “Parties”.

**RECITALS**

WHEREAS, the City and the Town are situated on opposite sides of Interstate 25 and are both committed to:

- planned and orderly development;
- regulating the location and activities of development which may result in increased demand for services;
- providing for the orderly development and extension of urban services;
- simplifying governmental structure when possible;
- promoting the economic vitality of both municipalities;
- protecting the environment; and
- raising revenue sufficient to meet the needs of their citizens;

and

WHEREAS, on March 22, 2006 the City and Town entered into an intergovernmental agreement (the “2006 Agreement”) that, among other things, defined a Corridor Activity Center in the immediate vicinity of the Interchange (the “CAC”); and

WHEREAS, the 2006 Agreement also set forth the willingness of the City and the Town to work cooperatively toward developing a comprehensive development plan for the CAC and surrounding areas, to explore financing mechanisms for reconstructing the Interchange, and to evaluate potential revenue sharing alternatives; and

WHEREAS, in 2008, the City and the Town authorized the execution of two additional intergovernmental agreements, the purposes of which were to pursue funding for the Interchange and expedite its design and approval by CDOT, and also passed resolutions reaffirming their

commitment to continued cooperation in the planning, design and construction of the Interchange and approving certain basic principles related to that cooperative effort, including a commitment to long-term, equitable sharing of revenues derived from new development within the CAC; and

WHEREAS, because of the proximity of the two municipalities on either side of the Interchange, the way in which the Interchange is reconstructed and the way in which the property within the CAC is developed will affect the economic and environmental well-being of both communities; and

WHEREAS, the City and the Town worked diligently with each other, with CDOT, and with various elected federal officials, landowners, local officials, and others to promote and fund the design and construction of improvements to the Interchange; and

WHEREAS, the efforts of the City and the Town were successful, and the construction of improvements to the Interchange were completed as intended; and

WHEREAS, on January 3, 2011, the City and the Town entered into that certain Intergovernmental Agreement Pertaining To The Development Of The Interstate I25/State Highway 392 Interchange ("Agreement"); and

WHEREAS, on November 27, 2012, the City and the Town entered into the First Amended Intergovernmental Agreement Pertaining to the Development of the Interstate 25/State Highway 392 Interchange ("First Amended Agreement"); and

WHEREAS, on May 9, 2013, the parties entered into that certain Intergovernmental Agreement Amending the First Amended Agreement with respect to revenue sharing within the CAC; and

WHEREAS, through these various agreements and amendments, the parties have established a comprehensive development plan for land within the CAC, providing for increased coordination of planning and managing development within the CAC, cost sharing for construction of Interchange improvements, revenue sharing, operation and maintenance of the various improvements, providing needed services in the Interchange area, and resolving any conflicts arising with regard to these topics; and

WHEREAS, the City and the Town have both adopted the Northern Colorado Regional Communities I-25 Corridor Plan, which establishes a shared vision for development of property adjacent to Interstate 25; and

WHEREAS, during the years following approval of the Agreement and its various amendments, no development or redevelopment has occurred in the CAC; and

WHEREAS, the parties have undertaken a reevaluation of the Permitted Uses set forth in Exhibit B to the Agreement, and have determined that amendment and clarification of the Agreement is appropriate; and

WHEREAS, the parties desire to amend and restate their understandings with respect to the Permitted Uses, applicable development standards and revenue-sharing within the CAC; and

WHEREAS, the Colorado Constitution, Section 29-20-101 *et seq.*, of the Colorado Revised Statutes, and the Charters of both the City and Town authorize the City and the Town to enter into mutually binding and enforceable agreements regarding the joint exercise of planning, zoning and related powers.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows.

### SECTION 1. DEFINITIONS

In this Amended and Restated Agreement, unless a different meaning clearly appears from the context, the following definitions shall apply:

1.1. "2008 Improvement Plan" means that certain I-25/SH392 Interchange Improvement Plan dated April 2, 2008, prepared by EDAW, Inc. through joint effort of the City and Town.

1.2. "Agreement" means the Intergovernmental Agreement Pertaining to the Development of The Interstate I25/State Highway 392 Interchange, and its identified Exhibits.

1.3. "Automobile Dealership" shall mean a business, the primary activity of which is defined in § 12-6-102 (13), C.R.S. "Automobile Dealership" shall not include automobile or truck painting, body or fender work, or welding. "Automobile Dealership" shall not include the sale or leasing of:

1.3.1 Any vessel used or capable of being used as a means of transportation of persons and property on the water;

1.3.2 "Recreational vehicles" as defined in § 12-6-102 (16.5), C.R.S.

1.3.3 "Snowmobiles", as defined in § 33-14-101 (11), C.R.S

1.3.4 "Off-highway vehicles", as defined in § 33-14.5-101 (3), C.R.S.

1.4. "City" means the City of Fort Collins, Colorado.

1.5. "Corridor Activity Center" or "CAC" means that joint comprehensive planning area referred to and more fully described on Exhibit A to the Agreement, a copy of which is attached hereto and incorporated herein as Exhibit A to this Amended and Restated Agreement.

1.6. "Developable Land" means that portion of each parcel of real property within the CAC upon which buildings, infrastructure or other improvements may lawfully be constructed, taking into consideration the physical characteristics of the property and all applicable state and local laws and regulations.

- 1.7. "Development Proposal" means an application for the development of a parcel of land within the CAC that will, when approved and constructed, result in an increase of traffic in the CAC.
- 1.8. "Effective Date" means the date that the last party signs this Amended and Restated Agreement, or ten days after the final approval by the governing board of the City or Town, whichever is earlier.
- 1.9. "Enhanced CAC Design Standards" means the standards set forth in Exhibit D, attached hereto and incorporated by this reference as if set forth fully.
- 1.10. "Interchange" means the Interstate 25 and State Highway 392 interchange.
- 1.11. "Party" refers to the City, the Town or in the plural, both the City and the Town.
- 1.12. "Property Owner" means and includes the fee owner of the property as well as any developer or other agent of the fee owner who, acting with the knowledge or consent of the fee owner, submits an application for approval of a Development Proposal or Redevelopment Proposal for such property.
- 1.13. "Property Tax Increment" means the net new revenue generated by property taxes on real property located within the boundaries of the CAC, using a base rate of 9.797 mils, as applied to the assessed valuation developed by Larimer County as of the Effective Date as the baseline.
- 1.14. "Redevelopment Proposal" means an application for the redevelopment of a parcel of land within the CAC that will, when approved and constructed, result in an increase in traffic in the CAC beyond that generated by the development currently in place.
- 1.15. "Sales Tax Increment" means the net new sales tax revenues generated by sales within the boundaries of the CAC, using a base rate of 2.25% and the amount of tax revenue received in the twelve (12) months immediately preceding the Effective Date as the baseline.
- 1.16. "Single-family Detached Residence" means a place of abode containing one (1) unified dwelling space not physically connected with another dwelling space or place of abode.
- 1.17. "Town" means the Town of Windsor, Colorado.
- 1.18. "Windsor CAC" means that portion of the CAC which presently lies within Windsor's corporate limits.

## **SECTION 2. PERMITTED USES/PREFERRED USES; LIMITATIONS**

2.1. Permitted uses. Land uses within the CAC shall be limited to those uses shown in the respective columns on Exhibit B, attached hereto and incorporated herein by this reference. Neither party shall accept, entertain or allow any application for land use within the CAC which is not expressly included in the uses permitted for each as described in Exhibit B. All zoning ordinances or other legislation needed to implement this Section 2 with respect to Automobile

Dealerships and Single-family Detached Residential uses shall be adopted by the Windsor Town Board no later than August 1, 2016.

2.2 Limitations on Certain Uses. Notwithstanding the foregoing reference to permitted uses, and in addition to any applicable land use limitations provided in the Town's Municipal Code, the following specific limitations shall apply:

2.2.1 Limitations on Automobile Dealerships. The following limitations shall apply to all Automobile Dealerships, any portion of which is located in the Windsor CAC:

a. Automobile Dealerships shall be subject to the Enhanced CAC Design Standards referred to in Section 3.1 below. All zoning ordinances or other legislation needed to implement the Enhanced CAC Design Standards shall be adopted by the Windsor Town Board no later than August 1, 2016.

b. The total acreage allocated to Automobile Dealerships shall not exceed thirty-eight and twenty-seven one-hundredths (38.27) acres. All zoning ordinances or other legislation needed to implement this limitation shall be adopted by the Windsor Town Board no later than August 1, 2016.

2.2.2 Limitations on Single-family Detached Residential. The following limitations shall apply to all Single-family Detached Residences, any portion of which is located in the Windsor CAC:

a. No more than forty-five (45) acres of land within the Windsor CAC may be developed for Single-family Detached Residential uses (the "Single-Family Detached Residential Acreage Cap"). The Single-Family Detached Residential Acreage Cap shall include the entire square footage of all lots upon which Single-family Detached Residential uses are constructed, rights-of-way, sidewalks, detention facilities, and open space.

b. No Single-family Detached Residential structure shall be located within Parcel 2 and Parcel 3, as such Parcels are depicted on the attached Exhibit C, incorporated herein by this reference as it set forth fully, and further subject to adjustments to the boundaries of each such Parcel made during the site plan and subdivision review and approval process. All zoning ordinances or other legislation needed to implement this limitation shall be adopted by the Windsor Town Board no later than August 1, 2016.

### **SECTION 3. DEVELOPMENT AND DESIGN STANDARDS**

3.1. Applicable Standards. The Parties have heretofore adopted standards and guidelines for development of the properties adjacent to Interstate 25, both individually and cooperatively, and have adopted various land use plans for that area, including the Northern Colorado Regional I-25 Corridor Plan (2001). In addition to these various land use plans, the parties specifically agree that all development and redevelopment within Windsor CAC shall adhere to the Enhanced CAC Design Standards.

3.2. The parties intend that the Enhanced CAC Design Standards shall be applied to assure that land uses in the Windsor CAC are undertaken in a manner that assures quality development, consistency and harmony within the CAC, and a cohesive atmosphere within a diverse spectrum of uses.

3.3. Review and Approval of Site-Specific Development Proposals.

3.3.1 In order to promote and maintain the commitments of the City and Town with regard to development within the CAC, the Parties hereby jointly agree to the following review process for Development or Redevelopment Proposals for property within the CAC.

a. Neither the City nor Town shall, without the prior written consent of the other Party, approve any use within the CAC which is not identified as permitted under Exhibit B.

b. The Town shall not approve any improvements within the CAC which are inconsistent with the Enhanced CAC Design Standards, except that the Enhanced CAC Design Standards may be modified by Town ordinance, adopted in accordance with the Town's Home Rule Charter, notice of which shall be presented to the City no less than thirty (30) days prior to ordinance introduction. Subject to this exception, the Parties reaffirm that the Enhanced CAC Design Standards shall apply to development the Windsor CAC. To the extent that the City has previously adopted design or development standards for application within the CAC, such standards shall apply unless modified by City ordinance, adopted in accordance with the City's Home Rule Charter, notice of which shall be presented to the Town no less than thirty (30) days prior to ordinance introduction.

c. Plans and specifications for any Development or Redevelopment Proposal on land located within the CAC that are received by either Party after the Effective Date shall, no later than thirty (30) business days prior to taking action, be submitted by the Party having jurisdiction over the proposal to the other Party for review and comment; provided, however, that the Parties may mutually agree to a shorter or longer review and comment period.

d. Such plans and specifications shall include a brief written description of the Development or Redevelopment Proposal and the surrounding vicinity, development maps and graphics, and renderings of all proposed improvements.

e. The receiving Party shall review the materials and respond to the other Party with written comments within the aforementioned thirty (30) business days, or such additional time as the parties may agree. Each party agrees that it shall use its best efforts to provide comments in a timely fashion. However, the Parties expressly agree that any delay in submitting comments shall not require the delay of hearings or decisions by the party having jurisdiction over the Development Proposal.

f. The Parties shall designate a single point of contact for the communication of materials and comments contemplated by this Section.

g. The review and comment provided for herein is intended to be cooperative in nature, and is not intended to be binding upon the party having jurisdiction to grant, modify, or deny a Development or Redevelopment Proposal and shall not preclude the approval of any such proposal that is consistent with Exhibit B, the Enhanced CAC Design Standards and the provisions of this Agreement.

### 3.3.2. Notice of Incentives.

In the event that either Party extends, or agrees to extend, to any applicant for approval of a Development or Redevelopment Proposal within the CAC, any financial or other incentives in connection with such Development or Redevelopment Proposal, such Party shall provide the other Party with a detailed description of such financial or other incentives prior to the formal approval of the same, excluding only such information as is proprietary in nature. The provision and funding of any such incentives shall be the sole responsibility of the Party having jurisdiction over the Development or Redevelopment Proposal, unless the Parties agree to the contrary in a written amendment to this Agreement.

## **SECTION 4. REVENUE SHARING AND NEW DEVELOPMENT**

4.1. Terms and Conditions. The Parties shall, pursuant to the following terms and conditions, share the Property Tax Increment and Sales Tax Increment generated by properties and businesses located within the boundaries of the CAC.

- 4.1.1 All tax revenues generated by the Property Tax Increment and Sales Tax Increment shall be deposited by each Party in a separate account and shall not be intermingled with any other funds of that Party.
- 4.1.2 Except as set forth in sub-sections 4.1.3 and 4.1.4 below, sixty-five percent (65%) of the Property and Sales Tax Increment revenues generated in the CAC shall be retained by each Party for use as that Party sees fit. The remaining thirty-five percent (35%) of such revenues shall be transferred to the other Party by March 1 of the following calendar year. Annual statements showing calendar year total receipts of all such revenues from each of the Property Owners and retailers within the CAC shall be shared with the other Party by February 1 of each year. The Parties agree that these statements are being disclosed solely for tax-related purposes and are therefore to remain confidential.
- 4.1.3 One-hundred percent (100%) of all Property and Sales Tax Increment generated within any property in which one or more Automobile Dealerships are located in the Town's corporate limits shall be retained by the Town.
- 4.1.4 One-hundred percent (100%) of all Property and Sales Tax Increment generated within any property in which one or more Single-family Detached Residences are located in the Town's corporate limits shall be retained by the Town.

- 4.1.5 Any interest earned on deposits in the account described in Section 4.1.1 above shall remain the property of the Party that collected the revenue upon which the interest was earned and shall not be shared.
- 4.1.6 The share distribution shall begin on the Effective Date.
- 4.1.7 Any increase or decrease in the sales or property tax rates of either the City or the Town shall not affect the Property Tax Increment or the Sales Tax Increment due from the City or the Town for the revenue sharing purposes of this Section.
- 4.1.8 In the event either the City or the Town creates one or more exemptions from sales taxes or property taxes, and such exemption(s) results in a reduction in the amount of revenue collected by such Party in the CAC, the Party creating the exemption(s) shall include the exempted amount in its calculation of the amount of Property and Sales Tax Increment revenue that is due to the other Party under this Section as if the exemption(s) had not been created.
- 4.1.9 To the extent permitted by law, this sharing of revenues shall continue in perpetuity.
- 4.2. Cooperation in Attracting New Development. The Parties acknowledge and agree that they may need to cooperate in an effort to attract desirable development. Nothing herein shall preclude the Parties from entering into a subsequent agreement modifying the within Section and creating incentives for development in the CAC beneficial to both Parties. This shall include, but shall not be limited to, an agreement to reduce or eliminate the revenue sources identified in this Section. Any such agreement shall be in writing and set forth the terms under which a modification of this Section will occur.
- 4.3. Bonding. Nothing in this Agreement is intended to restrict either Party from being able to utilize its agreed share of the Property Tax Increment revenue and Sales and Use Tax Increment revenue as collateral or use in underwriting any bond, note, debenture, or other municipal borrowing.

## **SECTION 5. INSPECTION OF RECORDS.**

The City and the Town shall each have the right to inspect and audit the tax revenue and fee collection records of the other pertaining to this Agreement. If any discrepancy is discovered, the auditing Party shall provide written notice, including a copy of the audit report, to the other Party. Any amount due must be paid within thirty (30) days following the written notice or the Parties must engage in negotiations regarding the discrepancy. If a mutual agreement is not reached in sixty (60) days, the dispute resolution provisions of Section 7 below will apply.

To the extent permitted by law, all tax and revenue collection information which is obtained by and pursuant to the inspection and audit provisions of this Agreement shall be deemed privileged, confidential and proprietary information and is being disclosed solely for tax-related purposes, including the calculation of revenue sharing payments pursuant to this Agreement.

The Parties agree that they will not disclose any information to any person not having a legitimate need-to-know for purposes authorized by this Agreement.

The period of limitation for the recovery of any funds payable under this Agreement shall be three (3) years from the date on which the payment is due. Upon the expiration of this period of limitation and any action for collection or recovery of unpaid revenue sharing funds shall be barred.

Each Party and its authorized agents may, upon thirty (30) days' advance written notice to the other, audit the other's records of those taxes and fees which are collected within the CAC and which are being shared pursuant to this Agreement.

## SECTION 6. ANNEXATION

6.1. Amendment of Growth Management Area Boundaries. In order to promote ongoing cooperation and collaboration between the Parties with respect to land use planning on both sides of Interstate 25, and to further the purposes contained in C.R.S. Section 31-12-102 of the Municipal Annexation Act of 1965, the Parties agree that Interstate 25 shall become the boundary between the Fort Collins Growth Management Area ("FCGMA") and the Windsor Growth Management Area ("WGMA"). Accordingly, after the Effective Date, neither Party shall annex, or accept any petition to annex, property within the other Party's growth management area as amended in accordance with this provision. Nor shall either Party annex, or accept any petition to annex, or include within its growth management area, the right-of-way for Interstate 25 adjacent to the other Party's growth management area without the prior written consent of the other Party. Any future amendments to the contiguous boundaries of the FCGMA and the WGMA shall be made only if agreed upon in writing by both Parties.

6.2. County Approval of GMA Boundary Amendments. Both Parties have heretofore entered into intergovernmental agreements with Larimer County that establish the growth management areas of the Parties, which agreements provide for, among other things, the way in which development applications for properties within the FCGMA and the WGMA will be processed by Larimer County. Accordingly, in order to ensure the cooperation of Larimer County in implementing the provisions of this Section, each Party shall, within one (1) year of the Effective Date, seek the approval of Larimer County to amend its agreement with Larimer County so as to reflect the amendments to the FCGMA and WGMA required hereunder. However, the failure of Larimer County to approve either or both such amendments shall not affect the obligation of the Parties to refrain from annexing territory within the FCGMA, the WGMA or the right-of-way for Interstate 25 as required in Section 7.1 above.

6.3. Identification of Potential Future Transit Facility Site. The Parties acknowledge that the 2008 Improvement Plan was adopted by the parties as a vision for the future of the Interchange. The 2008 Improvement Plan contemplated a potential future Bus Rapid Transit terminal capable of serving both sides of the Interchange. In conjunction with the expansion of Permitted Uses to include Automobile Dealerships in the Windsor CAC, the Town is requiring the identification of a potential future transit site on the east side of the Interchange. In order to provide for a parallel potential future transit site on the west side of the Interchange, the City agrees that, as a condition of annexation of property in its portion of the CAC, it will require the annexing

property owner(s) to identify a potential future transit site which generally aligns with the potential future transit site identified on the east side. Nothing herein shall obligate the City to require dedication or reservation of a potential future transit site; this Section shall only require the identification of such a site or sites for future planning purposes. Nothing herein shall require either party to acquire, by negotiation or eminent domain, any future transit site, nor require the establishment of a transit site at any time.

6.4. Effect on Prior Agreements. The provisions of this Section shall supersede and take precedence over any conflicting provisions contained in those certain agreements between the Parties entitled “Intergovernmental Agreement (Regarding Annexations East of Interstate Highway 25)” and “Intergovernmental Agreement (Regarding Annexations in the Fort Collins Cooperative Planning Area Adjacent to Fossil Creek Reservoir), both of which are dated June 28, 1999. In addition, this Agreement is intended to supersede and take precedence over both the Agreement and the First Amended Agreement.

## **SECTION 7. MEDIATION/ARBITRATION**

7.1. Enforceability of Agreement. The parties acknowledge that agreements between municipalities for the purposes set forth herein are mutually binding and enforceable. The parties likewise acknowledge that the unique nature of agreements between municipalities often require equally unique remedies to ensure compliance with the provisions of such agreements while preserving the obligations of the parties to one and other and promoting the continued existence and effectiveness of such agreements. It is the intent of the parties to this Agreement to provide enforcement remedies through a combination of alternative dispute methodologies including mediation and binding arbitration, and thereby eliminate the necessity of judicial enforcement of this Agreement. Nothing herein shall be deemed to preclude either party from seeking judicial enforcement of any mediation agreement reached between the parties or binding arbitration order entered as a result of the alternate dispute methodologies set forth herein.

7.2. Mediation/Arbitration Process in General. Should either party fail to comply with the provisions of this Agreement, the other party, after providing written notification to the non-complying party, and upon the failure of the non-complying party to achieve compliance within forty five (45) days after said notice, the issue of non-compliance shall be submitted to mediation and thereafter, assuming no resolution has been reached through the mediation process, shall be submitted to binding arbitration. The mediation and binding arbitration processes shall be in accordance with the provisions hereinafter set forth. These mediation and arbitration provisions shall be in addition to questions of non-compliance as aforesaid, apply to all disagreements or failure of the parties to reach agreement as may be required by the terms of this Agreement. This shall include, but shall not be limited to, the creation of joint land use designs and standards, approval or rejection of Development Proposals, and disputed matters concerning shared revenues.

7.3. Sharing of Costs. All costs of the mediation/binding arbitration process shall be divided equally between the Parties.

7.4. Mediation Process. The dispute resolution process shall commence with the appointment of a mediator who shall be experienced in matters of local government and the legal obligations

of local government entities. In the event the parties are unable to agree upon a mediator within fifteen (15) days of the commencement of the process, each party shall within five (5) days appoint an independent third party, and the third parties so appointed shall select a mediator within fifteen (15) days of their appointment. Mediation shall be completed no later than sixty (60) days after a mediator is selected by the parties or by the independent third parties. The procedures and methodology for mediation shall be determined by the mediator, but shall be in compliance with applicable law.

7.5. Binding Arbitration Process. In the event the parties are unable to reach agreement through the mediation process, the matter in dispute shall be submitted to binding arbitration. The parties agree that the order resulting from the arbitration process shall be deemed a final and conclusive resolution of the matter in dispute. The parties shall agree on the appointment of an arbitrator who shall be experienced in matters of local government and the legal obligations of local government entities. It is understood and agreed that the parties may agree upon the appointment of that person who conducted the mediation portion of this process as the arbitrator, but are not bound to do so. In the event the parties are unable to agree upon an arbitrator within fifteen (15) days, each party will appoint an independent third party, and the third parties so appointed shall select an arbitrator within fifteen (15) days of their appointment. Arbitration shall be completed no later than ninety (90) days after an arbitrator is selected by the parties or by the independent third parties. The procedures and methodology for binding arbitration shall be determined by the arbitrator, but shall be in compliance with applicable law.

## **SECTION 8. CONTINGENT ON APPROPRIATIONS**

The obligations of the City and Town do not constitute an indebtedness of the City or Town within the meaning of any constitutional or statutory limitation or provision. The obligations of the City and Town for payment of the Sales Tax Increment and Property Tax Increment under this Agreement shall be from year to year only and shall not constitute a mandatory payment obligation of the City or Town in any fiscal year beyond the present fiscal year. This Agreement shall not directly or indirectly obligate the City or Town to make any payments of Sales Tax Increment or Property Tax Increment beyond those appropriated for any fiscal year in which this Agreement shall be in effect. The City and Town Manager (or any other officer or employee at the time charged with the responsibility of formulating budget proposals) is hereby directed to include in the budget proposals and appropriation ordinances submitted to the City Council and the Town Board, in each year prior to expiration of this Agreement, amounts sufficient to meet its obligations hereunder, but only if it shall have received such amounts in the form of Sales Tax Increment or Property Tax Increment, it being the intent, however, that the decision as to whether to appropriate such amounts shall be at the discretion of the City Council and Town Board.

## **SECTION 9. FURTHER LEGISLATION**

The Parties acknowledge the mutually-binding nature of this Amended and Restated Agreement. The Parties further agree that, in order to render the comprehensive development plan set forth herein enforceable as to third parties, the within terms shall be incorporated into the municipal codes of both the Town and the City. Therefore, the parties pledge to enact amendments their respective municipal codes in conformity to this Amendment on or before August 1, 2016.

Failure of such measures shall not affect the mutually-binding character of this Amendment as between the parties.

**SECTION 10. MISCELLANEOUS**

10.1. Entire Agreement. This Amended and Restated Agreement is the entire and only agreement between the Parties regarding the delineation of permitted uses, development and design standards, and revenue disposition within the CAC boundaries. There are no promises, terms, conditions, or other obligations other than those contained in this Amended and Restated Agreement. This Amended and Restated Agreement may be further amended only in writing signed by the Parties.

10.2. Severability. Except as otherwise provided in this Amended and Restated Agreement, if any part, term, or provision of this Amended and Restated Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision of this Amended and Restated Agreement and the rights of the Parties will be construed as if that part, term, or provision was never part of this Amended and Restated Agreement.

10.3. Colorado Law. This Amended and Restated Agreement is made and delivered with the State of Colorado and the laws of the State of Colorado will govern its interpretation, validity, and enforceability.

10.4. Jurisdiction of Courts. Personal jurisdiction and venue for any civil action commenced by any of the Parties to this Amended and Restated Agreement for actions arising out of or relating to it will be the District Court of Larimer County, Colorado.

10.5. Representatives and Notice. Any notice or communication required or permitted under the terms of this Amended and Restated Agreement will be in writing and may be given to the Parties or their respective legal counsel by (a) hand delivery; (b) deemed delivered three business days after being deposited in the United States mail, with adequate postage prepaid, and sent via registered or certified mail with return receipt requested; or (c) deemed delivered one business day after being deposited with an overnight courier service of national reputation have a delivery area of Northern Colorado, with the delivery charges prepaid. The representatives will be:

If to the City:                      City Manager  
   300 LaPorte Avenue  
   PO Box 580  
   Fort Collins, CO 80524

With a copy to                      City Attorney  
   300 LaPorte Avenue  
   PO Box 580  
   Fort Collins, CO 80524

If to the Town:                      Town Manager

Windsor Town Hall  
301 Walnut Street  
Windsor, CO 80550

With a copy to

Town Attorney  
Windsor Town Hall  
301 Walnut Street  
Windsor, CO 80550

10.6. Good Faith. In the performance of this Amended and Restated Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition or delay any approval, acceptance or extension of time required or requested pursuant to this Amended and Restated Agreement.

10.7. Authorization. The signatories to this Amended and Restated Agreement affirm and warrant that they are fully authorized to enter into and execute this Amended and Restated Agreement, and all necessary action, notices, meetings, and hearings pursuant to any law required to authorize their execution of this Amended and Restated Agreement have been made.

10.8. Assignment. Neither this Amended and Restated Agreement nor the City or Town's rights, obligations or duties may be assigned or transferred in whole or in part by either Party without the prior written consent of the other Party.

10.9. Execution in Counterparts. This Amended and Restated Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same agreement.

10.10. No Third Party Beneficiary. It is expressly understood and agreed that the enforcement of the terms and conditions of this Amended and Restated Agreement, and all rights of action relating to such enforcement, are strictly reserved to the Parties and nothing in this Amended and Restated Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included in this Amended and Restated Agreement. It is the express intention of the Parties that no person or entity, other than the undersigned Parties, receiving services or benefits under this Amended and Restated Agreement shall be deemed any more than an incidental beneficiary only.

10.11. Recordation of Agreement. The City shall record a copy of this Amended and Restated Agreement in the office of the Clerk and Recorder of Larimer County, Colorado.

10.12. Execution of Other Documents. The Parties agree to execute any additional documents and to take any additional actions necessary to carry out the terms of this Amended and Restated Agreement.

CITY OF FORT COLLINS

\_\_\_\_\_  
Wade Troxel, Mayor

ATTEST:

[Seal]

\_\_\_\_\_  
Wanda Winkelmann, City Clerk

TOWN OF WINDSOR,

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

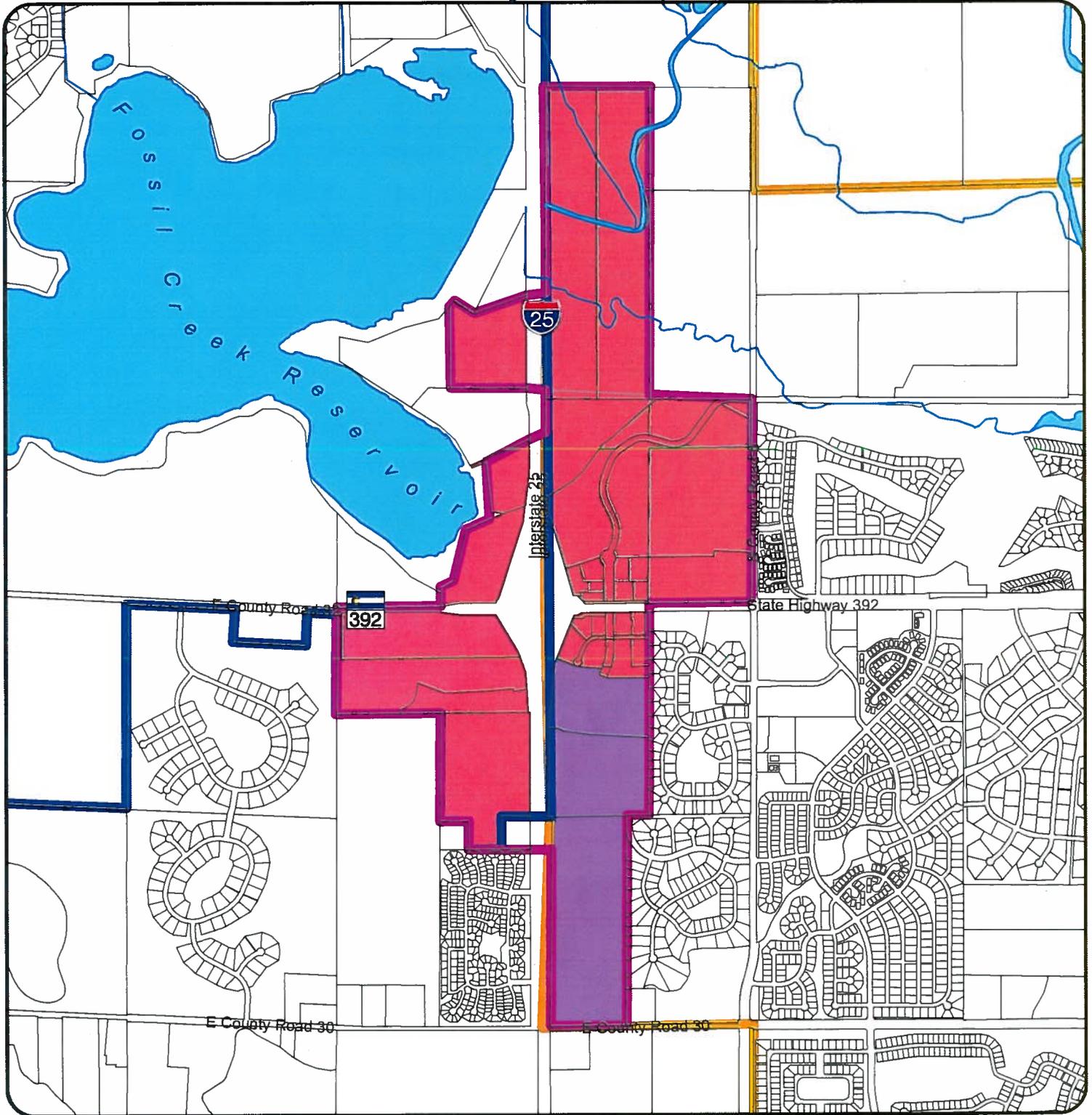
ATTEST:

[Seal]

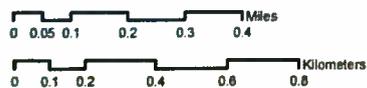
\_\_\_\_\_  
Patti Garcia, Town Clerk

DRAFT

# I25 - State HWY 392 Interchange Corridor Activity Center (Exhibit A)



Scale 1:21,327



CITY OF FORT COLLINS  
GEOGRAPHIC INFORMATION SYSTEM MAP PRODUCTS

These map products and all underlying data are developed for use by the City of Fort Collins for its internal purposes only, and were not designed or intended for general use by members of the public. The City makes no representation or warranty as to its accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement of location of any map features thereon. THE CITY OF FORT COLLINS MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THESE MAP PRODUCTS OR THE UNDERLYING DATA. Any users of these map products, map applications, or data, accepts them AS IS, WITH ALL FAULTS, and assumes all responsibility of the use thereof, and further covenants and agrees to hold the City harmless from and against all damage, loss, or liability arising from any use of this map product. In consideration of the City's having made this information available, independent verification of all data contained herein should be obtained by any users of these products, or underlying data. The City disclaims, and shall not be held liable for any and all damage, loss, or liability, whether direct, indirect, or consequential, which arises or may arise from these map products or the use thereof by any person or entity.

LandUse		Boundary	
	Commercial		CAC
	Employment		Fort Collins GMA
			Windsor GMA
			Parcels



Printed: November 17, 2010

Exhibit B  
to  
Amended and Restated Intergovernmental Agreement Pertaining to the Development of the  
Interstate 25/State Highway 392 Interchange

Permitted Uses in the Corridor Activity Center (CAC)

<b>Permitted Uses in CAC (East Side)</b>	<b>Permitted Uses in CAC (West Side)</b>
Adult Day Care Facilities	Adult Day Care Facilities
Automobile Dealerships <sup>1</sup>	-----
Cultural Venues	Cultural Venues
Drive-thru Restaurants	Drive-thru Restaurants
Entertainment Facilities/Theaters	Entertainment Facilities/Theaters
Fast Food Restaurants	Fast Food Restaurants
Fuel Sales Convenience Stores	Fuel Sales Convenience Stores
Grocery/Supermarket	Grocery/Supermarket
Health Club	Health Club
Hospital	Hospital
Lodging	Lodging
Long-term Care Facilities	Long-term Care Facilities
Medical Center/Clinics	Medical Center/Clinics
Mixed Use Residential	Mixed Use Residential
Multi-Family Mixed-Use	Multi-Family Mixed-Use
Offices/Financial	Offices/Financial
Personal/Business Service Shops	Personal/Business Service Shops
Retail Establishment/Big Box	Retail Establishment/Big Box
Retail Store	Retail Store
Schools – Private/Vocational Colleges	Schools – Private/Vocational Colleges
Single-family Detached Residential <sup>2</sup>	-----
Small Scale Recreation/Events Center	Small Scale Recreation/Events Center
Standard Restaurant	Standard Restaurant
Telecommunication Equipment, excluding freestanding towers	Telecommunication Equipment, excluding freestanding towers
Unlimited Indoor Recreation	Unlimited Indoor Recreation

<sup>1</sup> As defined and as subject to the terms and conditions set forth in that certain Amended and Restated Intergovernmental Agreement Pertaining to the Development of the Interstate 25/State Highway 392 Interchange dated [date]

<sup>2</sup> As defined and as subject to the terms and conditions set forth in that certain Amended and Restated Intergovernmental Agreement Pertaining to the Development of the Interstate 25/State Highway 392 Interchange dated [date]

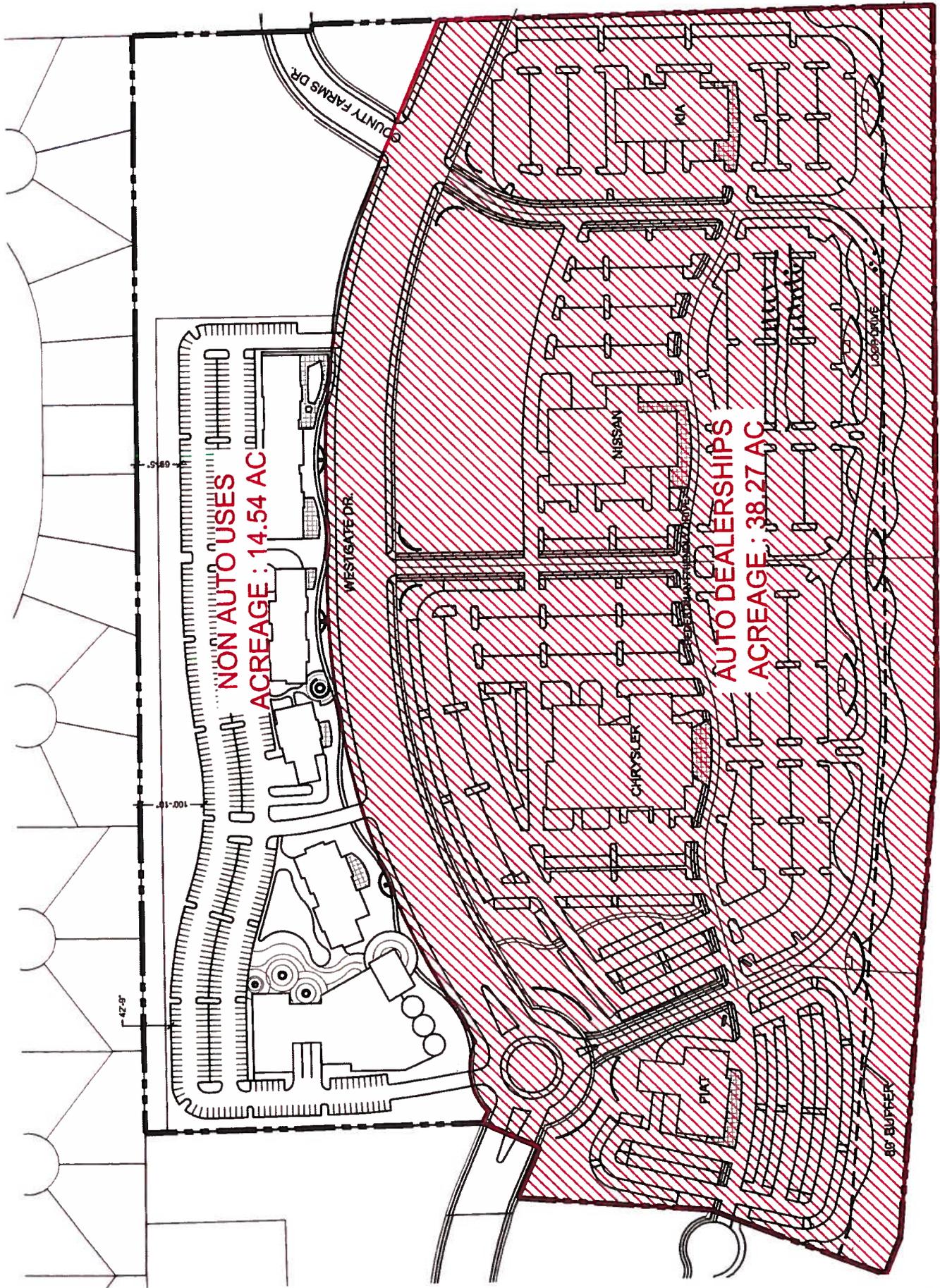


Exhibit C

# EXHIBIT D

NORTHWEST TERRACE, INC.

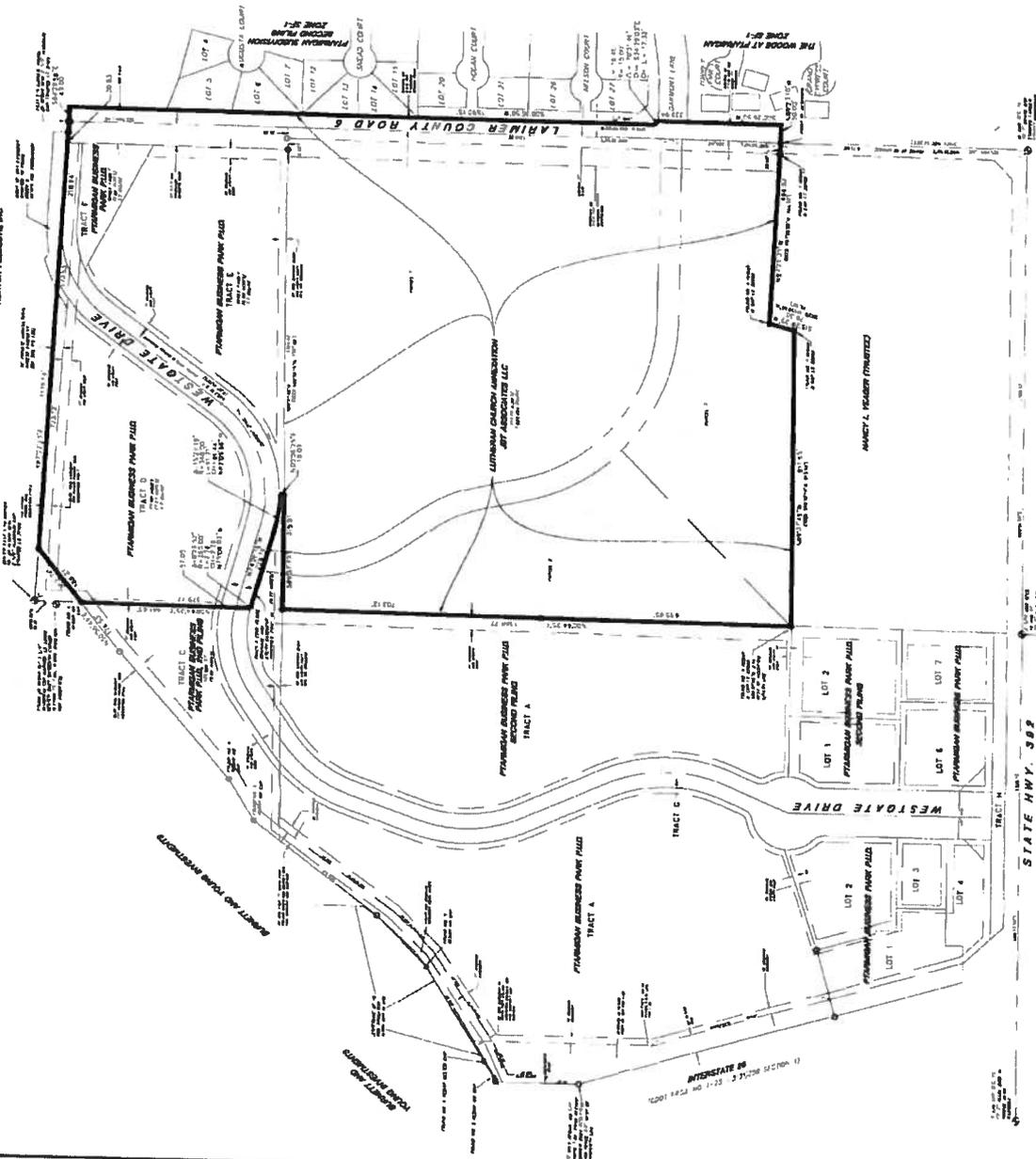


EXHIBIT C  
DATE: APRIL 2016  
JOB NO. 0916 0001 00  
SHEET 3 OF 3

**TST**  
TST, INC. CONSULTING ENGINEERS  
748 Shreve Way, Suite 200  
Fort Collins, Colorado  
9700  
Phone: 970.225.5201



# CAC Enhanced Design Standards

## Definitions

---

<b>Automobile Dealership</b>	“Automobile Dealership” shall have the same meaning as defined in the Amended and Restated Intergovernmental Agreement Pertaining to the Development of the Interstate 25/State Highway 392 Interchange dated [date]
<b>Front Façade</b>	Any side of building with the primary entrance. A Front Façade may also be a Primary Façade.
<b>I-25 Landscape Buffer</b>	An area of no less than eighty (80) feet, measured from the Interstate 25 right-of-way’s outer boundary.
<b>Parking Lot</b>	All areas used for the parking of vehicles for customers, employees, and visitors, and fleet or business vehicles. In the case of Automobile Dealerships, Parking Lot shall not mean Vehicle Inventory Lots.
<b>Primary Façade</b>	Any side of building facing toward a public or Street-like Private Drive. A Front Façade may also be a Primary Façade.
<b>Street-like Private Drive</b>	Any privately-owned and maintained roadway intended for public use.
<b>Vehicle Inventory Lots</b>	All areas used for the mass display of vehicles offered for sale or lease on any property upon which an Automobile Dealership is located. .
<b>Vehicle Display Areas</b>	An outdoor pad site, typically raised above grade, with physical design characteristics meant to showcase a limited number of vehicles in a manner that stands out from Vehicle Inventory Lots and Parking Lots.

## General Purpose:

---

The intent of these standards is to provide the tools for creating an improved quality of appearance and more integrated mix of land uses for the Windsor Corridor Activity Center (CAC). These standards apply to all development applications within the CAC other than single-family residential development and public parks or open space. These standards supplement all of the Town’s adopted design standards

and, to the extent that the Town's adopted standards conflict with these standards, these standards shall apply.

### **Site Design:**

---

To the maximum extent feasible, larger sites containing multiple buildings and uses shall be composed of a series of urban-scale blocks of development defined and formed by public streets or Street-like Private Drives that provide links to nearby streets along the perimeter of the site.

1. In addition to a network of streets and drives, blocks shall be connected by a system of parallel tree-lined sidewalks that adjoin the streets and drives which, when combined with off-street connecting walkways, enables a fully integrated and continuous pedestrian network.
2. To the maximum extent feasible, remote or independent pad sites, disconnected from the pedestrian sidewalk network and shared parking facilities, shall be minimized. Buildings shall be directly connected to the pedestrian sidewalk network. All parking areas shall be interconnected to provide shared parking opportunities.

### **Landscaping:**

---

Landscaping shall be incorporated around service areas, building entrances and throughout parking areas, vehicular and pedestrian circulation areas. All landscaping shall be in accordance with the Town of Windsor Tree and Landscape Standards, as amended, updated or replaced. The intent of these standards is to enhance the Tree and Landscape Standards in the CAC to ensure a high-quality appearance within the CAC.

1. Site landscaping shall be twenty percent (20%) or greater, excluding the I-25 Buffer, and any applicable Buffer Yards as set forth below.
2. Landscape designs shall strive to incorporate xeric principles.
3. Berms and walls may also be incorporated as an element for screening.
4. I-25 Landscape Buffer. Landscaping adjacent to Interstate 25 shall be provided in accordance with the following:
  - A. Landscaping within the I-25 Landscape Buffer shall be planted predominantly with drought-tolerant grasses, interspersed with bands of shrubs and trees.
  - B. A minimum of two (2) evergreen trees, two (2) shade trees, and four (4) shrubs per one-hundred (100) lineal feet of frontage shall be provided.
  - C. Fences, screen walls, Parking Lots, Vehicle Inventory Lots and Vehicle Display Areas are not allowed within the I-25 Landscape Buffer. Retaining walls should be minimized to the greatest extent possible, and shall not exceed four feet (4') in height.
  - D. Parking Lots, loading and service areas shall be significantly buffered from I-25 primarily by the use of naturalistic berms and landscaping. Berm heights shall primarily be designed to provide significant buffering of Parking Lots, loading and service areas, yet allowing for some visibility of buildings and providing visual interest along I-25.
  - E. Berms shall comply with the following:

1. Berms shall range in height from three (3) to seven (7) feet in height, dependent on the proposed finished grade of the adjacent Parking Lot, loading or service area in relation to the adjacent interstate grade. If I-25 is elevated in comparison to the grade at the edge of the proposed development, berms should be higher to achieve the same buffering effect.
2. Berms shall create a naturalistic appearance raising, lowering, and/or overlapping, to provide adequate buffering.
3. The slope of berms shall generally be no steeper than a ratio of 4:1 to allow for a naturalistic, park-like appearance, and allow for mowing.
4. Berms shall be located along the easternmost portion of the I-25 Landscape Buffer, while still allowing for a meandering appearance of the berms.
5. Berms shall be predominately planted with drought-tolerant grasses, interspersed with shrubs and trees.
6. When berms are intended to provide significant screening of parking, loading and service areas, calling for berms greater than five feet in height, the berms and surrounding areas shall primarily be planted with drought-tolerant grasses interspersed with shrubs and a mix of shade, ornamental, evergreen trees. On average, such screening areas shall be planted with a minimum of four (4) trees and four (4) shrubs per one-hundred (100) lineal feet, requiring a minimum of 50% evergreen trees. Significant buffering of Parking Lots, loading and service areas shall be provided while allowing for some visibility of buildings.
7. When berms are intended to provide lower amounts of screening of Parking Lots, loading and service areas, calling for berms five feet or less in height, the berms and surrounding areas shall be planted with a higher-density mix of shade, evergreen and ornamental trees, in addition to drought-tolerant grasses and shrubs. On average, such areas shall be planted with a minimum of eight (8) trees and eight (8) shrubs per one-hundred (100) lineal feet, requiring a minimum of 50% evergreen trees. Significant buffering of Parking Lots, loading and service areas shall be provided while allowing for some visibility of buildings.
8. The Site Plan development review process submittals shall illustrate screening and view opportunities, including representative cross-sections and key views from adjacent streets.

#### 5. Parking Lot Screening

- A. The perimeter of all Parking Lots and Vehicle Inventory Lots shall be screened from public streets, Street-like Private Drives, public open space, and adjacent properties by at least one of the following methods for the entire perimeter length:
  1. A berm three (3) feet high with a maximum slope of 3:1 in combination with evergreen and deciduous trees and shrubs.
  2. A hedge at least three (3) feet high, consisting of a double row of shrubs planted 3-feet to 5-feet on center, depending on the species, in a triangular pattern.

3. A decorative fence or wall made of masonry or other high quality material between three (3) and four (4) feet high in combination with landscaping.
- B. In addition to the above screening, the following landscaping is required:
  1. Trees shall be provided at a ratio of two (2) evergreen, one (1) ornamental tree, one (1) shade tree, and four (4) shrubs per one-hundred (100) lineal feet along a public street or Street-like Private Drive.
  2. Trees may be spaced irregularly in informal groupings or be uniformly spaced, as consistent with larger overall planting patterns and organization. Perimeter landscaping along a street may be located in and should be integrated with the streetscape in the street right-of-way.
6. Parking Lot and Vehicle Inventory Lot Landscaping:
  1. In addition to landscape island requirements, large surface Parking Lots and Vehicle Inventory Lots shall be visually and functionally segmented into smaller sections by landscape areas or islands. Each section shall contain a maximum of two hundred (200) parking spaces. Vehicle inventory Lots with no striping shall be broken into sections not to exceed two hundred (200) vehicles. The perimeter of each module shall be landscaped with a ten foot (10') wide buffer landscaped with shrubs and trees, including one tree every forty feet (40'). Each section shall contain a maximum of two hundred (200) parking spaces.
  2. Landscape medians and/or islands should strive to incorporate bio swales and/or raingardens throughout a site to manage runoff.
7. Buffer Yards
  - A. Applicability. These standards apply to all development applications within the CAC other than proposed single-family residential development and public parks or open space.
  - B. Purpose. The purpose of this Section is to provide standards to separate proposed non-residential development from existing single-family residential uses, in order to eliminate, mitigate or minimize potential nuisances.
  - C. Buffer standards. Buffer yards shall be located on the outer perimeter of a lot or parcel proposed for non-residential development abutting single-family detached uses.
  - D. Only those structures used for buffering and/or screening purposes shall be located within a buffer yard. The buffer yard shall not include any paved area, except for pedestrian sidewalks or paths. Fencing and/or walls used for buffer yard purposes shall be solid, with at least seventy-five (75) percent opacity.
  - E. Buffer yard widths are established in the chart below and specify deciduous or coniferous plants required per one hundred (100) linear feet along the affected property line, on an average basis.

		Plants per 100 linear feet along affected property line			
Buffer Width	Plant Multiplier	Shade Trees	Ornamental Trees	Evergreen Trees	Large Shrubs
40	1.00	4	4	3	25

50	.90	3.6	3.6	2.7	22.5
60	.80	3.2	3.2	2.4	20.0

F. Credit for berm. The required plant units may be reduced by 50% if a landscaped berm is provided with a minimum height of 5 feet.

8. Other landscape areas. Landscape areas outside of the I-25 Landscape Buffer, Parking Lot Screening, Parking Lot and Vehicle Inventory Lot Landscaping, and Buffer Yards shall consist of at least one (1) tree and five (5) shrubs for every 750 square feet of landscaped area.

### **Parking:**

---

1. Applicability. These standards apply to all Parking Lots within the CAC associated with commercial, industrial, or multifamily development.
2. Purpose. The purpose of this Section is to provide standards to enhance the physical appearance of development within the CAC by ensuring Parking Lots are designed to maintain and enhance the quality of commercial development, manage storm water runoff, reduce heat island effects, and promote a pedestrian friendly and safe environment.
3. Standards. Parking Lots shall be located away from the Front Façade of a building to the maximum extent feasible. Such Parking Lots, if located between the Front Façade of the building and the adjacent public or Street-like Private Drive, shall be limited to no more than a single drive aisle with a single row of parking on each side. When this layout does not provide adequate parking, additional parking shall be located on sides of a building that are not a Front Façade.
4. Parking Lots containing more than one (1) drive aisle shall include walkways that are located in places that are logical, safe and convenient for pedestrians.

### **Building Design and Orientation:**

---

The purpose of this Section is to provide standards to enhance the physical appearance of development within the CAC. The intent is not to limit creativity or innovation in architectural design. Applicants proposing architecture that does not comply with the following standards are encouraged to seek alternative compliance.

#### **Orientation:**

1. Primary Facades shall face an adjacent public or Street-like Private Drive.
2. For buildings with more than one Primary Façade, facades visible from each street shall incorporate high-quality architectural materials, architectural elements and building appearance equivalent to that of the Front Façade.
3. Building details, landscaping and berming shall be combined to create a level of visual interest equivalent to that of the Front Façade for all Primary Facades on the building.

4. Service areas, loading docks, outdoor storage and mechanical equipment shall not face a public or Street-like Private Drive unless completely screened from view from all adjacent roadways and properties with combined architectural and landscape materials that complement the building.
5. To the maximum extent feasible, buildings shall be oriented to preserve intermittent views to the west.

**Form/Façade Treatment:**

1. All sides of buildings shall be of high-quality architecture and building materials.
2. Building sides facing a public street or Street-like Private Drive shall incorporate high-quality architectural materials, architectural elements and building appearance equivalent to that of the building front.
3. Entrances shall be clearly defined by architectural elements.
4. Facades shall incorporate a minimum of three (3) of the following architectural elements to emphasize building entries, doorways, walkways and window openings.
  - (a) Canopies or awnings over at least thirty percent (30%) of the openings of the building; or
  - (b) Covered walkways, porticos and/or arcades covering at least thirty percent (30%) of the horizontal length of the front facade; or
  - (c) Projecting trim, ledges or similar architectural accent features between two (2) inches and six (6) inches in width around all windows and doorways; or
  - (d) Raised cornice parapets over entries; or
  - (e) Some other architectural feature or treatment which adds definition to the building openings, walkways or entrances.
5. Ground floor facades that face streets or public walkways must be modulated with features such as windows, entrances, arcades, porches, pilasters, arbors, awnings, recessed or projecting display windows along no less than 75% of the length of the façade.
6. Openings or architectural elements simulating fenestration-like features shall occupy at least twenty percent (20%) of the wall surface area of the first floor of the primary facade and walls adjacent to public rights-of-way, or visible from adjacent properties.
7. No single wall plane shall exceed 30 feet horizontal length or vertical height.
8. Wall planes shall include varying building articulation with a minimum of three feet in projection or depth from an adjacent wall plane.
9. Wall planes shall include a variety of building materials, not to exceed 75 percent of one material.
10. Facades greater than 100 feet in length shall provide a varying roofline.
11. All roof-top equipment shall be fully screened from view of adjacent roadways and properties.

**Roof Form:**

*Buildings Less than 10,000 sq.ft.*

Roofs on primary structures with a floor plate less than 10,000 sq.ft. shall be pitched with a minimum slope of at least 5:12 or provide the appearance of 5:12 pitch through the use of a modified mansard

roof. At least one of the following elements shall be incorporated into the design for each 50 lineal feet of roof:

1. Projecting gables
2. Hips
3. Horizontal/vertical breaks

Three or more roof slope planes shall be incorporated into a design.

*Buildings Larger than 10,000 sq.ft.*

Roofs on structures with a floorplate of greater than 10,000 sq.ft. shall have no less than two of the following features:

1. Parapet walls featuring three-dimensional cornice treatment that at no point exceed one-third of the height of the supporting wall.
2. Overhanging eaves, extending no less than 3 feet past the supporting walls.
3. Sloping roofs not exceeding the average height of the supporting walls, with an average slope greater than or equal to 1 foot of vertical rise for every 1 foot of horizontal run.
4. Three or more roof slope planes.

## **Compatibility:**

---

*Compatibility* shall mean the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. *Compatibility* does not mean "identical". Rather, *compatibility* refers to the sensitivity of development proposals in maintaining the character of existing development.

To the extent feasible, conditions may be imposed upon approval of a development project in or adjacent to an existing developed neighborhood to achieve compatibility in connection with:

- 1) a complementary or new high-quality standard of architectural character for the neighborhood, including building materials and colors which complement or create an enhanced architectural standard for the area;
- 2) softening a building's mass and scale through building articulation, subdivision of building mass, and sensitive orientation of a building on the site;
- 3) creating opportunities for privacy of abutting land uses; and
- 4) limitations on outdoor storage areas, mechanical equipment, loading and unloading.

## **Lighting:**

---

In addition to compliance with *Windsor Municipal Code* §16-10-100, the following lighting standards shall apply:

- A. In no event shall lighting negatively affect the safe passage of traffic on public roadways adjacent to or in proximity of the site.

- B. Exterior building lighting and display lighting shall include fixtures with a dimming interface.
- C. Light poles within 100 feet of a residential use or residentially-zoned property shall not exceed 20 feet in height.
- D. Outdoor lighting shall be limited to a maximum of one thousand (1000) candela per square meter (nits).
- E. Outdoor lighting shall be L.E.D. (light emitting diode) "Dark Sky" compliant, per the International Dark Sky Association requirements for reducing light pollution and minimizing glare, sky glow, spill light and obtrusive light.
- F. Light bulbs shall be soft-white or warm-white hues.
- G. A photometric plan illustrating compliance shall be submitted.

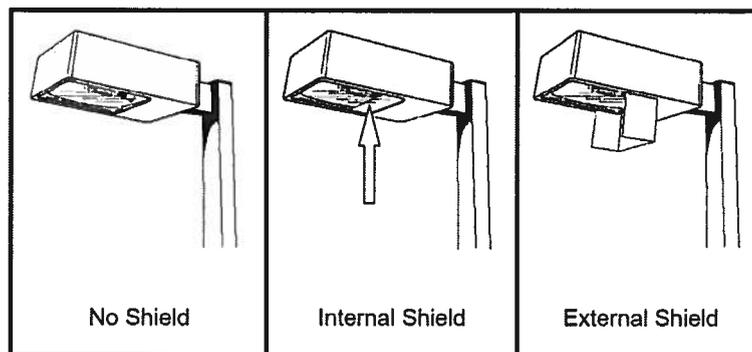
**Lighting Time Limitations**

Parking Lot, Vehicle Inventory Lot and Outdoor Vehicle Display Area lighting shall require fixtures with a dimming interface. Lighting in and surrounding such parking, inventory and display areas shall be reduced within one hour after business closing to a level sufficient for security purposes only. All exterior illumination shall be reduced to levels sufficient for security purposes only after 10:00 p.m.

**Shielding**

All light fixtures required to be fully shielded shall be installed to satisfy the following:

1. All outside light fixtures, including building-mounted lighting shall be fully shielded and be aimed so that the direct illumination shall be confined to the property boundaries of the source.
2. All light fixtures used on open parking garages, including those mounted to the ceilings over the parking decks, shall be fully shielded.



**Certification**

Outdoor lighting shall be designed and certified by an engineer as conforming to all applicable restrictions of these Standards before construction commences. Further, the system shall be certified by a registered engineer following installation to verify that the installation is consistent with the certified design.

## Noise:

---

The intent of the following standards is minimize noise generated on the property and promote compatibility with surrounding land uses.

1. Amplified sound prohibited. Phones, pagers and other silent methods of communication shall be utilized for communication between employees, customers and others. Amplified speakers and similar methods of communication shall be prohibited.
2. Vehicle service shall take place within fully-enclosed buildings with closed overhead doors to minimize noise from tools, equipment or other sources.
3. With regard to the operation of motor vehicles, unreasonable noise shall include, but not be limited to:
  - a. The continuous or repetitious sound of any horn or signal device of a motor vehicle, except as a danger signal. For the purposes of these regulations, *continuous* shall mean continuing for an unnecessary or unreasonable period of time.
  - b. The operation of any motor vehicle in a manner which causes excessive noise as a result of an unlawful, defective or modified exhaust system, or as a result of unnecessary rapid acceleration, deceleration, revving the engine or tire squeal.

## Outdoor Display:

---

Outdoor display of merchandise for sale or lease is not allowed unless specifically depicted on an approved site plan.

Notwithstanding the foregoing, the following Vehicle Display Area standards shall apply to Automobile Dealership uses.

1. In addition to compliance with *Windsor Municipal Code* Chapter 16, Vehicle Display Areas shall be consistent with the following:
  - a. Lighting, per the CAC design standards.
  - b. Vehicle Display Areas shall be located on-site and shall not be located in any setback, buffer area, drive aisles, driveways, customer or employee parking, or interfere with any pedestrian walkways, or public right-of-way.
  - c. Vehicle Display Areas shall occur only in areas approved on the Site Plan and shall adhere to the following:
    - i. A maximum of five (5) Vehicle Display Areas shall be allowed in the CAC that front on I-25. A maximum of three (3) Vehicle Display Areas fronting Westgate Drive shall be allowed.
    - ii. No more than three (3) vehicles shall be displayed at any one Vehicle Display Area.
    - iii. Vehicle Display Areas shall be no taller than four feet (4') in height measured from the adjacent grade and shall not be installed at the top of berm areas.

- iv. The facade of a Vehicle Display Area shall be masonry or other similar high-quality material.
- v. Vehicles shall be displayed parallel to the ground.
- vi. Rotating displays are not allowed.
- d. Vehicle Display Areas shall include landscaping between the Vehicle Display Area and property line with shrubs and perennials. The Vehicle Display Area landscaping is separate from and additional to required Parking Lot landscaping requirements, landscape buffer area requirements and public right-of-way landscaping requirements.
- e. Use of balloons, inflatable devices, and any other similar active or mechanical attention-getting devices is prohibited.

### **Alternative Compliance:**

---

The Planning Commission may approve alternative compliance if it finds that the granting of the alternative compliance would not be detrimental to the public interest as follows:

1. The plan as submitted will promote the general purpose of the design standards for which the alternative compliance is requested equally well or better than would a plan which complies with the standard for which alternative compliance is requested; or
2. The approval of alternative compliance would, without impairing the intent and purpose of the design standards:
  - a. , Substantially alleviate an existing, defined and described problem of Town-wide concern expressly defined and described in the Town's Comprehensive Plan or in an adopted policy, ordinance or resolution of the Town Board, and the strict application of such a standard would render the project practically infeasible; or
  - b. Would result in a substantial benefit to the Town by reason of the fact that the proposed project would substantially address an important community need specifically and expressly defined and described in the Town's Comprehensive Plan or in an adopted policy, ordinance or resolution of the Town Board, and the strict application of such a standard would render the project practically infeasible;

or

3. By reason of exceptional physical conditions or other extraordinary and exceptional situations, unique to such property, including, but not limited to, physical conditions such as exceptional narrowness, shallowness or topography, the strict application of the design standard for which alternative compliance is sought would result in unusual and exceptional practical difficulties, or

exceptional or undue hardship upon the owner of such property, provided that such difficulties or hardship are not caused by the act or omission of the applicant or persons acting under the direction or control of the applicant; or

4. The plan as submitted will not depart from the CAC design standards except in a nominal, inconsequential way when considered from the perspective of the entire development plan, and will continue to advance the overall purposes of the CAC enhanced design standards as set forth herein.
5. Appeals of Planning Commission decisions with respect to Alternative Compliance may be reviewed by the Town Board. The Town Board's decision shall be deemed final.

# CAC Enhanced Design Standards

## Definitions

---

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**Street-like Private Drive** Any privately-owned and maintained roadway intended for public use.

~~**Vehicle Inventory Lots**~~

~~All areas used for the mass display of vehicles offered for sale or lease on any property upon which an Automobile Dealership is located.~~

~~**Vehicle Display Areas**~~

~~An outdoor pad site, typically raised above grade, with physical design characteristics meant to showcase a limited number of vehicles in a manner that stands out from Vehicle Inventory Lots and Parking Lots.~~

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---

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and, to the extent that the Town's adopted standards conflict with these standards, these standards shall apply.

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---

To the maximum extent feasible, larger sites containing multiple buildings and uses shall be composed of a series of urban-scale blocks of development defined and formed by public streets or Street-like Private Drives that provide links to nearby streets along the perimeter of the site.

1. In addition to a network of streets and drives, blocks shall be connected by a system of parallel tree-lined sidewalks that adjoin the streets and drives which, when combined with off-street connecting walkways, enables a fully integrated and continuous pedestrian network.
2. To the maximum extent feasible, remote or independent pad sites, disconnected from the pedestrian sidewalk network and shared parking facilities, shall be minimized. Buildings shall be directly connected to the pedestrian sidewalk network. All parking areas shall be interconnected to provide shared parking opportunities.

## Landscaping:

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Landscaping shall be incorporated around service areas, building entrances and throughout parking areas, vehicular and pedestrian circulation areas. All landscaping shall be in accordance with the Town of Windsor Tree and Landscape Standards, as amended, updated or replaced. The intent of these standards is to enhance the Tree and Landscape Standards in the CAC to ensure a high-quality appearance within the CAC.

1. Site landscaping shall be twenty percent (20%) or greater, excluding the I-25 Buffer, and any applicable Buffer Yards as set forth below.
2. Landscape designs shall strive to incorporate xeric principles.
3. Berms and walls may also be incorporated as an element for screening.
4. I-25 Landscape Buffer. Landscaping adjacent to Interstate 25 shall be provided in accordance with the following:
  - A. Landscaping within the I-25 Landscape Buffer shall be planted predominantly with drought-tolerant grasses, interspersed with bands of shrubs and trees.
  - B. A minimum of two (2) evergreen trees, two (2) shade trees, and four (4) shrubs per one-hundred (100) lineal feet of frontage shall be provided.
  - C. Fences, screen walls, ~~and Parking Lots, Vehicle Inventory Lots and Vehicle Display Areas~~ are not allowed within the I-25 Landscape Buffer. Retaining walls should be minimized to the greatest extent possible, and shall not exceed four feet (4') in height.
  - D. Parking Lots, loading and service areas shall be significantly buffered from I-25 primarily by the use of naturalistic berms and landscaping. Berm heights shall primarily be designed to provide significant buffering of Parking Lots, loading and service areas, yet allowing for some visibility of buildings and providing visual interest along I-25.
  - E. Berms shall comply with the following:

1. Berms shall range in height from three (3) to seven (7) feet in height, dependent on the proposed finished grade of the adjacent Parking Lot, loading or service area in relation to the adjacent interstate grade. If I-25 is elevated in comparison to the grade at the edge of the proposed development, berms should be higher to achieve the same buffering effect.
2. Berms shall create a naturalistic appearance raising, lowering, and/or overlapping, to provide adequate buffering.
3. The slope of berms shall generally be no steeper than a ratio of 4:1 to allow for a naturalistic, park-like appearance, and allow for mowing.
4. Berms shall be located along the easternmost portion of the I-25 Landscape Buffer, while still allowing for a meandering appearance of the berms.
5. Berms shall be predominately planted with drought-tolerant grasses, interspersed with shrubs and trees.
6. When berms are intended to provide significant screening of parking, loading and service areas, calling for berms greater than five feet in height, the berms and surrounding areas shall primarily be planted with drought-tolerant grasses interspersed with shrubs and a mix of shade, ornamental, evergreen trees. On average, such screening areas shall be planted with a minimum of four (4) trees and four (4) shrubs per one-hundred (100) lineal feet, requiring a minimum of 50% evergreen trees. Significant buffering of Parking Lots, loading and service areas shall be provided while allowing for some visibility of buildings.
7. When berms are intended to provide lower amounts of screening of Parking Lots, loading and service areas, calling for berms five feet or less in height, the berms and surrounding areas shall be planted with a higher-density mix of shade, evergreen and ornamental trees, in addition to drought-tolerant grasses and shrubs. On average, such areas shall be planted with a minimum of eight (8) trees and eight (8) shrubs per one-hundred (100) lineal feet, requiring a minimum of 50% evergreen trees. Significant buffering of Parking Lots, loading and service areas shall be provided while allowing for some visibility of buildings.
8. The Site Plan development review process submittals shall illustrate screening and view opportunities, including representative cross-sections and key views from adjacent streets.

5. Parking Lot Screening

- A. The perimeter of all Parking Lots ~~and Vehicle Inventory Lots~~ shall be screened from public streets, Street-like Private Drives, public open space, and adjacent properties by at least one of the following methods for the entire perimeter length:
  1. A berm three (3) feet high with a maximum slope of 3:1 in combination with evergreen and deciduous trees and shrubs.
  2. A hedge at least three (3) feet high, consisting of a double row of shrubs planted 3-feet to 5-feet on center, depending on the species, in a triangular pattern.

3. A decorative fence or wall made of masonry or other high quality material between three (3) and four (4) feet high in combination with landscaping.
- B. In addition to the above screening, the following landscaping is required:
  1. Trees shall be provided at a ratio of two (2) evergreen, one (1) ornamental tree, one (1) shade tree, and four (4) shrubs per one-hundred (100) lineal feet along a public street or Street-like Private Drive.
  2. Trees may be spaced irregularly in informal groupings or be uniformly spaced, as consistent with larger overall planting patterns and organization. Perimeter landscaping along a street may be located in and should be integrated with the streetscape in the street right-of-way.
6. Parking Lot ~~and Vehicle Inventory Lot~~ Landscaping:
  1. In addition to landscape island requirements, large surface Parking Lots ~~and Vehicle Inventory Lots~~ shall be visually and functionally segmented into smaller sections by landscape areas or islands. Each section shall contain a maximum of two hundred (200) parking spaces. ~~Vehicle inventory Lots with no striping shall be broken into sections not to exceed two hundred (200) vehicles.~~ The perimeter of each module shall be landscaped with a ten foot (10') wide buffer landscaped with shrubs and trees, including one tree every forty feet (40'). Each section shall contain a maximum of two hundred (200) parking spaces.
  2. Landscape medians and/or islands should strive to incorporate bio swales and/or raingardens throughout a site to manage runoff.
7. Buffer Yards
  - A. Applicability. These standards apply to all development applications within the CAC other than proposed single-family residential development and public parks or open space.
  - B. Purpose. The purpose of this Section is to provide standards to separate proposed non-residential development from existing single-family residential uses, in order to eliminate, mitigate or minimize potential nuisances.
  - C. Buffer standards. Buffer yards shall be located on the outer perimeter of a lot or parcel proposed for non-residential development abutting single-family detached uses.
  - D. Only those structures used for buffering and/or screening purposes shall be located within a buffer yard. The buffer yard shall not include any paved area, except for pedestrian sidewalks or paths. Fencing and/or walls used for buffer yard purposes shall be solid, with at least seventy-five (75) percent opacity.
  - E. Buffer yard widths are established in the chart below and specify deciduous or coniferous plants required per one hundred (100) linear feet along the affected property line, on an average basis.

		Plants per 100 linear feet along affected property line			
Buffer Width	Plant Multiplier	Shade Trees	Ornamental Trees	Evergreen Trees	Large Shrubs
40	1.00	4	4	3	25

50	.90	3.6	3.6	2.7	22.5
60	.80	3.2	3.2	2.4	20.0

- F. Credit for berm. The required plant units may be reduced by 50% if a landscaped berm is provided with a minimum height of 5 feet.
8. Other landscape areas. Landscape areas outside of the I-25 Landscape Buffer, Parking Lot Screening, ~~Parking Lot and Vehicle Inventory Lot Landscaping~~, and Buffer Yards shall consist of at least one (1) tree and five (5) shrubs for every 750 square feet of landscaped area.

## Parking:

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1. Applicability. These standards apply to all Parking Lots within the CAC associated with commercial, industrial, or multifamily development.
2. Purpose. The purpose of this Section is to provide standards to enhance the physical appearance of development within the CAC by ensuring Parking Lots are designed to maintain and enhance the quality of commercial development, manage storm water runoff, reduce heat island effects, and promote a pedestrian friendly and safe environment.
3. Standards. Parking Lots shall be located away from the Front Façade of a building to the maximum extent feasible. Such Parking Lots, if located between the Front Façade of the building and the adjacent public or Street-like Private Drive, shall be limited to no more than a single drive aisle with a single row of parking on each side. When this layout does not provide adequate parking, additional parking shall be located on sides of a building that are not a Front Façade.
4. Parking Lots containing more than one (1) drive aisle shall include walkways that are located in places that are logical, safe and convenient for pedestrians.

## Building Design and Orientation:

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The purpose of this Section is to provide standards to enhance the physical appearance of development within the CAC. The intent is not to limit creativity or innovation in architectural design. Applicants proposing architecture that does not comply with the following standards are encouraged to seek alternative compliance.

### Orientation:

1. Primary Facades shall face an adjacent public or Street-like Private Drive.
2. For buildings with more than one Primary Façade, facades visible from each street shall incorporate high-quality architectural materials, architectural elements and building appearance equivalent to that of the Front Façade.
3. Building details, landscaping and berming shall be combined to create a level of visual interest equivalent to that of the Front Façade for all Primary Facades on the building.

4. Service areas, loading docks, outdoor storage and mechanical equipment shall not face a public or Street-like Private Drive unless completely screened from view from all adjacent roadways and properties with combined architectural and landscape materials that complement the building.
5. To the maximum extent feasible, buildings shall be oriented to preserve intermittent views to the west.

**Form/Façade Treatment:**

1. All sides of buildings shall be of high-quality architecture and building materials.
2. Building sides facing a public street or Street-like Private Drive shall incorporate high-quality architectural materials, architectural elements and building appearance equivalent to that of the building front.
3. Entrances shall be clearly defined by architectural elements.
4. Facades shall incorporate a minimum of three (3) of the following architectural elements to emphasize building entries, doorways, walkways and window openings.
  - (a) Canopies or awnings over at least thirty percent (30%) of the openings of the building; or
  - (b) Covered walkways, porticos and/or arcades covering at least thirty percent (30%) of the horizontal length of the front facade; or
  - (c) Projecting trim, ledges or similar architectural accent features between two (2) inches and six (6) inches in width around all windows and doorways; or
  - (d) Raised cornice parapets over entries; or
  - (e) Some other architectural feature or treatment which adds definition to the building openings, walkways or entrances.
5. Ground floor facades that face streets or public walkways must be modulated with features such as windows, entrances, arcades, porches, pilasters, arbors, awnings, recessed or projecting display windows along no less than 75% of the length of the façade.
6. Openings or architectural elements simulating fenestration-like features shall occupy at least twenty percent (20%) of the wall surface area of the first floor of the primary facade and walls adjacent to public rights-of-way, or visible from adjacent properties.
7. No single wall plane shall exceed 30 feet horizontal length or vertical height.
8. Wall planes shall include varying building articulation with a minimum of three feet in projection or depth from an adjacent wall plane.
9. Wall planes shall include a variety of building materials, not to exceed 75 percent of one material.
10. Facades greater than 100 feet in length shall provide a varying roofline.
11. All roof-top equipment shall be fully screened from view of adjacent roadways and properties.

**Roof Form:**

*Buildings Less than 10,000 sq.ft.*

Roofs on primary structures with a floor plate less than 10,000 sq.ft. shall be pitched with a minimum slope of at least 5:12 or provide the appearance of 5:12 pitch through the use of a modified mansard

roof. At least one of the following elements shall be incorporated into the design for each 50 lineal feet of roof:

1. Projecting gables
2. Hips
3. Horizontal/vertical breaks

Three or more roof slope planes shall be incorporated into a design.

*Buildings Larger than 10,000 sq.ft.*

Roofs on structures with a floorplate of greater than 10,000 sq.ft. shall have no less than two of the following features:

1. Parapet walls featuring three-dimensional cornice treatment that at no point exceed one-third of the height of the supporting wall.
2. Overhanging eaves, extending no less than 3 feet past the supporting walls.
3. Sloping roofs not exceeding the average height of the supporting walls, with an average slope greater than or equal to 1 foot of vertical rise for every 1 foot of horizontal run.
4. Three or more roof slope planes.

## **Compatibility:**

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*Compatibility* shall mean the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. *Compatibility* does not mean "identical". Rather, *compatibility* refers to the sensitivity of development proposals in maintaining the character of existing development.

To the extent feasible, conditions may be imposed upon approval of a development project in or adjacent to an existing developed neighborhood to achieve compatibility in connection with:

- 1) a complementary or new high-quality standard of architectural character for the neighborhood, including building materials and colors which complement or create an enhanced architectural standard for the area;
- 2) softening a building's mass and scale through building articulation, subdivision of building mass, and sensitive orientation of a building on the site;
- 3) creating opportunities for privacy of abutting land uses; and
- 4) limitations on outdoor storage areas, mechanical equipment, loading and unloading.

## **Lighting:**

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In addition to compliance with *Windsor Municipal Code §16-10-100*, the following lighting standards shall apply:

- A. In no event shall lighting negatively affect the safe passage of traffic on public roadways adjacent to or in proximity of the site.

- B. Exterior building lighting and display lighting shall include fixtures with a dimming interface.
- C. Light poles within 100 feet of a residential use or residentially-zoned property shall not exceed 20 feet in height.
- D. Outdoor lighting shall be limited to a maximum of one thousand (1000) candela per square meter (nits).
- E. Outdoor lighting shall be L.E.D. (light emitting diode) “Dark Sky” compliant, per the International Dark Sky Association requirements for reducing light pollution and minimizing glare, sky glow, spill light and obtrusive light.
- F. Light bulbs shall be soft-white or warm-white hues.
- G. A photometric plan illustrating compliance shall be submitted.

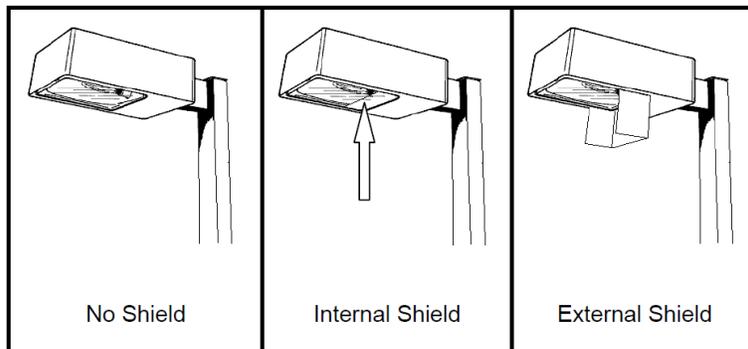
**Lighting Time Limitations**

Parking Lot, ~~Vehicle Inventory Lot and Outdoor Vehicle Display Area~~ lighting shall require fixtures with a dimming interface. Lighting in and surrounding such parking, ~~inventory and display areas~~ shall be reduced within one hour after business closing to a level sufficient for security purposes only. All exterior illumination shall be reduced to levels sufficient for security purposes only after 10:00 p.m.

**Shielding**

All light fixtures required to be fully shielded shall be installed to satisfy the following:

1. All outside light fixtures, including building-mounted lighting shall be fully shielded and be aimed so that the direct illumination shall be confined to the property boundaries of the source.
2. All light fixtures used on open parking garages, including those mounted to the ceilings over the parking decks, shall be fully shielded.



**Certification**

Outdoor lighting shall be designed and certified by an engineer as conforming to all applicable restrictions of these Standards before construction commences. Further, the system shall be certified by a registered engineer following installation to verify that the installation is consistent with the certified design.

## Noise:

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~~The intent of the following standards is minimize noise generated on the property and promote compatibility with surrounding land uses.~~

- ~~1.—Amplified sound prohibited. Phones, pagers and other silent methods of communication shall be utilized for communication between employees, customers and others. Amplified speakers and similar methods of communication shall be prohibited.~~
- ~~2.—Vehicle service shall take place within fully enclosed buildings with closed overhead doors to minimize noise from tools, equipment or other sources.~~
- ~~3.—With regard to the operation of motor vehicles, unreasonable noise shall include, but not be limited to:
  - ~~a.——The continuous or repetitious sound of any horn or signal device of a motor vehicle, except as a danger signal. For the purposes of these regulations, *continuous* shall mean continuing for an unnecessary or unreasonable period of time.~~
  - ~~b.——The operation of any motor vehicle in a manner which causes excessive noise as a result of an unlawful, defective or modified exhaust system, or as a result of unnecessary rapid acceleration, deceleration, revving the engine or tire squeal.~~~~

## Outdoor Display:

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Outdoor display of merchandise for sale or lease is not allowed unless specifically depicted on an approved site plan.

~~Notwithstanding the foregoing, the following Vehicle Display Area standards shall apply to Automobile Dealership uses.~~

- ~~1.—In addition to compliance with *Windsor Municipal Code* Chapter 16, Vehicle Display Areas shall be consistent with the following:
  - ~~a.—Lighting, per the CAC design standards.~~
  - ~~b.—Vehicle Display Areas shall be located on site and shall not be located in any setback, buffer area, drive aisles, driveways, customer or employee parking, or interfere with any pedestrian walkways, or public right-of-way.~~
  - ~~c.—Vehicle Display Areas shall occur only in areas approved on the Site Plan and shall adhere to the following:
    - ~~i.—A maximum of five (5) Vehicle Display Areas shall be allowed in the CAC that front on I-25. A maximum of three (3) Vehicle Display Areas fronting Westgate Drive shall be allowed.~~
    - ~~ii.—No more than three (3) vehicles shall be displayed at any one Vehicle Display Area.~~
    - ~~iii.—Vehicle Display Areas shall be no taller than four feet (4') in height measured from the adjacent grade and shall not be installed at the top of berm areas.~~~~~~

- ~~iv. The facade of a Vehicle Display Area shall be masonry or other similar high-quality material.~~
- ~~v. Vehicles shall be displayed parallel to the ground.~~
- ~~vi. Rotating displays are not allowed.~~
- ~~d. Vehicle Display Areas shall include landscaping between the Vehicle Display Area and property line with shrubs and perennials. The Vehicle Display Area landscaping is separate from and additional to required Parking Lot landscaping requirements, landscape buffer area requirements and public right of way landscaping requirements.~~
- ~~e. Use of balloons, inflatable devices, and any other similar active or mechanical attention-getting devices is prohibited.~~

### **Alternative Compliance:**

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The Planning Commission may approve alternative compliance if it finds that the granting of the alternative compliance would not be detrimental to the public interest as follows:

- ~~1. The plan as submitted will promote the general purpose of the design standards for which the alternative compliance is requested equally well or better than would a plan which complies with the standard for which alternative compliance is requested; or~~
- ~~2. The approval of alternative compliance would, without impairing the intent and purpose of the design standards:
  - ~~a. , Substantially alleviate an existing, defined and described problem of Town-wide concern expressly defined and described in the Town's Comprehensive Plan or in an adopted policy, ordinance or resolution of the Town Board, and the strict application of such a standard would render the project practically infeasible; or~~
  - ~~b. Would result in a substantial benefit to the Town by reason of the fact that the proposed project would substantially address an important community need specifically and expressly defined and described in the Town's Comprehensive Plan or in an adopted policy, ordinance or resolution of the Town Board, and the strict application of such a standard would render the project practically infeasible;~~~~
- ~~3. By reason of exceptional physical conditions or other extraordinary and exceptional situations, unique to such property, including, but not limited to, physical conditions such as exceptional narrowness, shallowness or topography, the strict application of the design standard for which alternative compliance is sought would result in unusual and exceptional practical difficulties, or~~

or

~~exceptional or undue hardship upon the owner of such property, provided that such difficulties or hardship are not caused by the act or omission of the applicant or persons acting under the direction or control of the applicant; or~~

~~4. The plan as submitted will not depart from the CAC design standards except in a nominal, inconsequential way when considered from the perspective of the entire development plan, and will continue to advance the overall purposes of the CAC enhanced design standards as set forth herein.~~

~~5. Appeals of Planning Commission decisions with respect to Alternative Compliance may be reviewed by the Town Board. The Town Board's decision shall be deemed final.~~



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## MEMORANDUM

**Date:** October 10, 2016  
**To:** Mayor and Town Board  
**Via:** Regular meeting materials, October 10, 2016  
**From:** Ian D. McCargar, Town Attorney; Eric Lucas, Director of Parks, Recreation & Culture  
**Re:** Donation Agreement, Broe Land Acquisitions II, LLC  
**Item #:** C.3.

### **Background / Discussion:**

Broe Land Acquisitions, II, LLC, proposes to donate a 150-acre parcel of land to the Town, generally located south of the Poudre River Trail parking area, east of Highway 257, and north of the future intersection of Crossroads and Highway 257. The attached map describes the parcel in greater detail. The Donor requires that this gift be completed by December 31, 2016.

Property Attributes. This parcel is of interest to the Town for multiple reasons:

- Acquisition of the property is a key opportunity for achieving preservation of open space along the Poudre River Corridor as referenced in the 2016 Comprehensive Plan and is a continuation of the effort starting with the Poudre River Initiative which commenced in 2012. Residents and visitors alike can enjoy Windsor's scenic bluffs and meander along the banks of the Cache la Poudre River.
- 2016 Comprehensive Plan, Chapter 8, Goal 4. Protect open space areas through acquisition and conservation easements.
- Proximity to the Poudre River east of Highway 257.
- Significant riparian habitat.
- Includes the area previously known as the Kodak Watchable Wildlife Area.
- Site is suspected to be the original BH Eaton Homestead.
- Proximity to Significant riparian habitat east of Highway 257.
- Includes the existing Watchable Wildlife Area.
- Protects the southern bank of the Cache la Poudre River in the vicinity of the Wastewater Treatment Plant.

- Assures Town ownership of the Poudre River Trailhead and Parking Lot.

Donor Reserved Rights. Although a land donation of this size has obvious appeal, there are some strings attached, referred to in the contract as “Donor Reserved Rights”.

- Sand and Gravel Rights. The Donor will retain the sand and gravel rights and will reserve the right to extract sand and gravel from the property for a period of ten years. Assuming the sand and gravel extraction commences within the ten-year window, all sand and gravel mining activity must be completed within five years of commencement. These rights will be worked out in a separate Extraction and Water Storage Easement Agreement, and recorded before the Town takes title.
- Water Storage. Once gravel extraction is completed, the gravel pits are planned for long-term use as water storage vessels. All terms regarding gravel mining and water storage will be worked out in a separate Extraction and Water Storage Easement Agreement, and recorded before the Town takes title. This separate agreement will include requirements for reclamation, restoration, access, water storage, surface use by the public and easements necessary to fill and release from the storage vessels. The Town will have certain recreational rights in these lakes for fishing and non-motorized water craft.
- Farm Lease. The property is currently being farmed under a farm lease which expires at the end of 2016. If the Town takes title to the property, we will likely pursue a continuing relationship with the farmer under lease terms to be negotiated.
- Water infill and release easements. The Donor will reserve easements to allow water to be brought into and released from the storage vessels, and these easements will be legally-described for clarity in the separate Extraction and Water Storage Easement Agreement, recorded before the Town takes title.

“As-is/where is” transaction.

The donation will be without any warranties or representations as to the quality or characteristics of the property. This means we need to be especially careful with our due diligence, particularly as to environmental and title-related issues. The contract is structured to allow us 15 days to complete the title and environmental reviews. If we don’t object before the 15 days expires, we are deemed to have accepted the condition of the property and its title. Although this is an accelerated time frame, we have the environmental study under way and the title work will take about a week.

Restrictions On Commercial Uses. During early negotiations, the Donor requested the right to carve out two pockets for commercial development on the corners of the future Crossroads/Highway 257 intersection. We rejected this request. These areas are not

suitable for development, due to either being in the 100-year floodplain or in very close proximity to it. The contract now permanently restricts the property from commercial development. This is only fair, as what applies to the Donor should rightly apply to the recipient. The Town has no plans for commercial development of this parcel.

Penalties.

Given that this is a donation, no earnest money is in play. In reliance on our interest in the property, the Donor has incurred some fairly significant survey, legal and appraisal costs. These costs, up to a maximum of \$10,000.00, will be our responsibility if we walk away from the transaction after November 1, unless the Donor is in default. This penalty is a reasonable substitute for what would ordinarily be a forfeiture of earnest money in a purchase-sale contract.

Next Steps.

Assuming Town Board is willing to accept these terms, we will present the contract for formal approval on October 10. We expect the delivery of the deed into escrow will occur on November 18, with Town Board formal acceptance of the deed on November 21.

**Financial Impact:** None - - not a cash transaction.

**Relationship to Strategic Plan:** Diverse, Desirable Recreation and Cultural Opportunities

**Recommendation:** Approve and adopt attached Resolution Approving a Donation Agreement Dated October 10, 2016, Between the Town of Windsor and Broe Land Acquisitions, II, LLC, for the Donation of Approximately 150 Acres of Land to the Town of Windsor. Simple majority required.

**Attachments:**

Vicinity map

Resolution Approving a Donation Agreement Dated October 10, 2016, Between the Town of Windsor and Broe Land Acquisitions, II, LLC, for the Donation of Approximately 150 Acres of Land to the Town of Windsor

Donation Agreement, with exhibits

TOWN OF WINDSOR

RESOLUTION NO. 2016-70

A RESOLUTION APPROVING A DONATION AGREEMENT DATED OCTOBER 10, 2016, BETWEEN THE TOWN OF WINDSOR AND BROE LAND ACQUISITIONS, II, LLC, FOR THE DONATION OF APPROXIMATELY 150 ACRES OF LAND TO THE TOWN OF WINDSOR

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

WHEREAS, the Town’s residents and visitors place high value on the acquisition and preservation of open space; and

WHEREAS, Broe Land Acquisitions, II, LLC (“Broe”) is the owner of a parcel of land, consisting of approximately 150 acres, located east of State Highway 257 and in the vicinity of the Cache la Poudre River (“Property”); and

WHEREAS, Broe has indicated its desire to donate the Property to the Town upon terms set forth in the attached Donation Agreement dated October 10, 2016 (“Donation Agreement”), the terms and attachments of which are incorporated herein by this reference as if set forth fully; and

WHEREAS, the Donation Agreement contemplates certain duties of diligence in anticipation of closing, which duties are deemed reasonable and appropriate; and

WHEREAS, the Town Board desires to formally approve the Donation Agreement, and authorized Town staff to carry out the duties of diligence in anticipation of closing; and

WHEREAS, the Town Board finds that approval of the Donation Agreement promotes the public health, safety and welfare.

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

1. The Town hereby approves and accepts the Donation Agreement between Broe Land Acquisitions, II, LLC, and the Town of Windsor as to the Property legally described in Exhibit A to the Donation Agreement.
2. The Mayor is hereby authorized to execute the Donation Agreement on the Town’s behalf.

3. The Town reaffirms the terms, conditions, reservations and limitations set forth in the Donation Agreement, including conditions intended to survive closing as described in the Donation Agreement.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 10<sup>th</sup> day of October, 2016.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

## DONATION AGREEMENT

THIS DONATION AGREEMENT (this “**Agreement**”) is made and entered into as of October 10, 2016, by and between BROE LAND ACQUISITIONS II, LLC, a Colorado limited liability company (“**Donor**”), and the TOWN OF WINDSOR, a Colorado home rule municipality (the “**Town**”).

### Recitals

This Agreement is made with respect to the following facts:

A. Donor owns the following described property (collectively, the “**Property**”):

(1) The land, together with all appurtenances thereto, consisting of approximately 150 acres, legally described and depicted on Exhibit A attached hereto and incorporated herein by this reference (the “**Land**”); provided that the Land excludes (a) all of Donor’s interest in minerals, oil, gas, hydrocarbons, or other subsurface rights, including without limitation sand and gravel interests, in, on or under the Land, and (b) all of Donor’s water and water rights of any kind, wells and well permits and rights, ground water and groundwater rights, ditches and ditch rights, reservoirs and reservoir rights, storage rights, springs and spring rights, and ditch and water company stock, whether decreed or undecreed, appurtenant to or historically used in connection with the Land, whether in the nature of tributary, nontributary or not nontributary interest;

(2) All improvements in, upon and under the Land, including all fixtures therein except for any such improvements or fixtures that are owned by the tenant under the below-described Farm Lease in accordance with the provisions thereof (such improvements and fixtures owned by Donor are hereinafter collectively referred to as the “**Improvements**,” the Land and the Improvements are hereinafter collectively referred to as the “**Real Property**”); and

(3) All right, title and interest of Donor in and to all recorded agreements granting third parties rights or obligations in or to the Property and all unexpired warranties, guarantees, bonds, leases or contracts, if any, to the extent the same may be lawfully assigned to the Town (the “**Intangible Property**”).

B. Donor desires to dedicate the Property to the Town, and the Town desires to accept such donation from Donor, all on the terms and conditions hereinafter set forth.

### Agreement

In consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Donation of the Property.**

1.1 Donation. Subject to the terms and conditions set forth in this Agreement, Donor agrees to donate, assign and convey to the Town, and the Town agrees to accept from Donor, the Property. The donation of the Property to the Town will be made as a tax deductible charitable contribution pursuant to the Internal Revenue Code.

1.2 Value of Property. The final value of the Property for all reporting purposes will be determined by Donor in accordance with an appraisal (the “**Appraisal**”) to be prepared prior to closing of the transaction contemplated by this Agreement (the “**Closing**”), the costs of which Appraisal shall be paid by Donor, subject to any reimbursement by the Town pursuant to Section 2.3 or Section 14.2.

2. **Town’s Investigations.**

2.1 Donor’s Initial Deliveries. Within 10 days after execution and delivery of this Agreement by both Donor and the Town (except as expressly provided to the contrary below), Donor will deliver or cause to be delivered to the Town the following:

2.1.1 Title Insurance Commitment. A current title insurance commitment issued by Heritage Title Company (“**Title Agent**”) as agent for Commonwealth Land Title Insurance Company (“**Title Company**”), including copies of all recorded exceptions to title referred to therein (collectively, the “**Title Commitment**”), showing title to the Real Property to be vested in Donor and committing to insure title to the Real Property in the Town. If the Town does not terminate this Agreement pursuant to Section 2.3, then the exceptions to title disclosed in the Title Commitment as of the expiration of the Inspection Period (i.e., including any endorsements or supplements to the Title Commitment issued prior to such expiration) will be the “**Permitted Exceptions**” hereunder, excluding (i) any delinquent taxes or assessments, and (ii) any monetary liens or encumbrances created by, through or under Donor.

2.1.2 Copies. Copies of all documents in Donor’s possession that affect the title, occupancy or use of the Property and the Intangible Property, including without limitation any oil and gas leases currently in effect, all surface use agreements currently in effect, any agricultural leases or crop-sharing arrangements, and any documents associated with governmental or regulatory matters affecting the Property.

2.2 Inspection Period. The Town will have until 11:59 p.m., Mountain Time, on November 1, 2016 (the “**Inspection Period**”) to investigate the Property and all matters relevant to its acquisition, ownership and operation. Such right of investigation will include, without limitation, the right to have made, at the Town’s expense, any studies or inspections of the Property that the Town may deem necessary or appropriate; provided that the Town will not perform any invasive testing of the Property without Donor’s prior written consent and provided further that the Town will promptly deliver to Donor copies of all studies, inspection reports and similar matters made for the Town by

third parties concerning the Property. Donor agrees to cooperate reasonably with any such investigations, inspections or studies made by or at the Town's direction so long as such cooperation is at no expense or liability to Donor. Donor agrees to provide the Town and the Town's employees, agents, representatives and contractors with reasonable access to the Property, subject to the rights of Donor's existing tenant under the Farm Lease (as such term is defined in Section 3.1) and provided that: (i) the Town will notify Donor not less than three business days in advance of entering the Property; (ii) neither the Town nor any employee, agent, representative or contractor of the Town will communicate directly with any tenant of the Property without the approval of and with, at Donor's option, the accompaniment by, Donor or Donor's manager for the Property; (iii) the Town will keep the Property free and clear of any mechanic's or materialmen's liens arising out of any such entry, promptly restore any damage caused by the Town or its employees, agents, representatives or contractors, perform all investigations in a safe and professional manner, not allow any dangerous or hazardous conditions and comply with all applicable laws and governmental regulations; and (iv) Donor or any of its representatives or agents may accompany the Town and any of its employees, agents, representatives or contractors during their visits to the Property.

2.3 Title Objection. If the Title Commitment reflects or discloses any defect, discrepancy, exception or other matter affecting the Real Property (each a "**Title Defect**") that is unacceptable to the Town for any reason whatsoever, then, on or before 11:59 p.m. on October 24, 2016, the Town will provide Donor with written notice of its objections to such Title Defects (the "**Objection Notice**"). Any Title Defect to which the Town does not object in writing prior to the expiration of the Title Review Period will be deemed a Permitted Exception. Donor may, in Donor's sole and absolute discretion, attempt to remove or cure the Title Defects set forth in the Objection Notice, but will not be required to incur any costs or to institute litigation in doing so. Within five days after its receipt of the Objection Notice, Donor will notify the Town of any such Title Defect that Donor will, in Donor's sole and absolute discretion, cure or cause to be cured before 11:59 p.m. on October 31, 2016.

2.4 Termination. The Town shall have the right, prior to the expiration of the Inspection Period, to give written notice to Donor setting forth the Town's dissatisfaction with the Property for any reason that constitutes a material defect with the Property, including without limitation any Title Defect that Donor has not agreed to cure pursuant to Section 2.3, and stating the Town's unequivocal election to terminate this Agreement. If such notice is given, this Agreement will terminate and both parties will be relieved of any further obligations hereunder, except for those obligations that expressly survive termination hereof. If the Town terminates this Agreement at any time after Board Approval for any immaterial reason, such termination will be subject to the remedies set forth in Section 14.2.

2.5 Indemnity. To the extent permitted and as limited by the Colorado Constitution, the Town will indemnify and hold Donor harmless from any claim, demand, liability, lien, cost or expense asserted against Donor or the Property arising out of or resulting from the Town's or its employees', agents', representatives' or contractors' investigations of the Property prior to Closing, to pay Donor all reasonable

costs and expenses, including reasonable attorneys' fees, incurred in defending any such matter, and to repair any damages resulting to the Property due to such investigations or, if requested by Donor, reimburse Donor for all expenses incurred by Donor in repairing such damages if the Town does not promptly repair such damages. Notwithstanding any other terms and provisions of this Agreement to the contrary, this indemnification, repair and reimbursement obligation of the Town will survive any termination of this Agreement.

### 3. Donor's Retained Rights.

3.1 Farm Lease. Donor has previously entered into that certain Farm Lease Agreement between Donor and NJS&D Farms ("**Farm Lease**"), which terminates on December 31, 2016 and by its terms is not earlier terminable by Donor. Donor will assign the Farm Lease to the Town at Closing; provided, however, that Donor will reserve and retain all right, title and interest in and to all rent and crop revenue payable by the tenant under the Farm Lease in exchange for Donor's continued provision of irrigation water to the tenant under the Farm Lease. The General Assignment (as defined in Section 10.2.2) relating to the Farm Lease will provide for the foregoing and will further provide that the Town will have no obligation, responsibility or liability for the collection of such rent or crop revenue and will not collect, or cause the collection of, such rent or crop revenue.

3.2 Extraction and Water Storage Rights. Prior to the expiration of the Inspection Period, the parties will use good faith efforts to mutually agree upon a form of easement agreement to be executed and recorded at Closing (the "**Extraction and Water Storage Easement Agreement**") by and between Donor and one of Donor's affiliates (as identified in the Extraction and Water Storage Easement Agreement, "**Affiliate**"). The Extraction and Water Storage Easement Agreement will grant Affiliate all rights to (a) perform state-permitted sand and gravel mining operations and related activities, including without limitation any state-required reclamation (collectively, the "**Extraction Rights**"), in the area depicted within the "Phase 1 and Phase 2 Mine Limits" on the map attached hereto as Exhibit B, (b) use mining areas for water storage in perpetuity following completion of reclamation of such areas (the "**Water Storage Rights**"), and (c) vehicular (including construction vehicles) and pedestrian access, storage and staging of materials and equipment and other accessory rights in connection with the Extraction Rights and the Water Storage Rights. The Extraction and Water Storage Easement Agreement will provide for reasonable Town recreational use of the surface of any water storage facilities remaining on the Property following reclamation. The Extraction and Water Storage Easement Agreement will further provide that the Extraction Rights will automatically terminate in the event that Affiliate either (i) fails to commence mining activities pursuant to the Extraction and Water Storage Easement Agreement by December 31, 2026, or (ii) fails to conclude state-required reclamation work within five years following commencement of such mining activities. Affiliate will cause to be posted a reclamation bond in favor of the Town in an amount based upon Affiliate's reasonable estimates as to the cost of state-required reclamation following completion of mining activities related to the Extraction Rights, which the Town may draw upon to perform any unperformed state-required reclamation work if the Extraction Rights are

terminated pursuant to (y) above. The reclamation bond in favor of the Town will be in addition to any reclamation bond required by the state. The reclamation bond in favor of the Town shall lapse at such time as all state-required reclamation work is accepted by the state.

4. **“As Is” Purchase.**

4.1 Opportunity to Inspect. The Town acknowledges and agrees, for the Town and the Town’s successors and assigns, that (i) the Town is being given a reasonable opportunity to inspect and investigate the Property and all aspects relating thereto, either independently or through agents, contractors, engineers or consultants of the Town’s choosing; (ii) the Town will inspect and investigate the Property and engage such qualified agents, contractors, engineers or consultants, including, without limitation, environmental consultants, as the Town deems necessary to make all appropriate inquiry regarding the condition of the Property and adjacent property, including, without limitation, the presence thereon, or the condition thereof with respect to, any “Hazardous Materials” (as defined in Section 4.4); and (iii) if the Town does not terminate this Agreement pursuant to Section 2.3, then at Closing, the Town will acquire and accept the Property in its then-existing condition on an “AS IS, WHERE IS, AND WITH ALL FAULTS” basis.

4.2 No Implied Representations. The Town acknowledges and agrees that, except for Donor’s express representations and warranties set forth in Section 6 or in any instrument of conveyance signed by Donor and delivered to the Town at Closing (collectively, “**Donor’s Express Representations**”), NEITHER DONOR NOR ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR, BROKER, CONTRACTOR OR REPRESENTATIVE OF DONOR HAS MADE, AND DONOR SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) THE NATURE, QUANTITY, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE AREA, OR THE CONDITION WITH RESPECT TO WATER, SOILS OR GEOLOGY, OF ANY LAND INCLUDED IN THE PROPERTY, THE PLUMBING, ELECTRICAL OR MECHANICAL EQUIPMENT OR SYSTEMS OR THE ROOFS, FOUNDATIONS OR OTHER STRUCTURAL COMPONENTS OF ANY IMPROVEMENTS INCLUDED IN THE PROPERTY, OR THE FITNESS OF ANY PERSONAL PROPERTY INCLUDED IN THE PROPERTY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY BY VIRTUE OF THE LEASE OR OTHERWISE; (C) THE COSTS OF OWNING, OPERATING, REPAIRING OR MAINTAINING THE PROPERTY; (D) THE MARKETABILITY OF THE PROPERTY, THE EXISTENCE OR AVAILABILITY OF ANY ENTITLEMENTS OR GOVERNMENTAL APPROVALS WITH RESPECT TO THE PROPERTY OR ANY POTENTIAL TO DEVELOP, SUBDIVIDE, ZONE, CONSTRUCT OR ALTER IMPROVEMENTS ON, OR LEASE OR SELL THE PROPERTY; (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; OR (F) THE COMPLIANCE OF OR

BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAW; AND THAT, EXCEPT FOR DONOR'S EXPRESS REPRESENTATIONS, NEITHER DONOR NOR ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR, BROKER, CONTRACTOR OR REPRESENTATIVE OF DONOR HAS MADE, AND DONOR SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS CONCERNING HAZARDOUS MATERIALS. THE TOWN ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR DONOR'S EXPRESS REPRESENTATIONS, THE TOWN IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTY AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF, OR TO BE PROVIDED BY OR ON BEHALF OF, DONOR OR UPON ANY REPRESENTATIONS MADE TO IT BY DONOR OR ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR, BROKER, CONTRACTOR OR REPRESENTATIVE OF DONOR. THE TOWN FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OR MAY BE OBTAINED FROM A VARIETY OF SOURCES AND THAT DONOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

4.3 Waiver and Release. Except to the extent caused by a breach of any of Donor's Express Representations, the Town, for the Town and the Town's successors and assigns, releases Donor and Donor's agents, employees, officers, directors, shareholders, partners, members, managers, brokers, contractors and representatives from, and waives any and all causes of action or claims against any of such persons for (i) any and all liability attributable to any physical condition of or at the Property, including, without limitation, the presence on, under or about the Property of any Hazardous Materials; (ii) any and all liability resulting from the failure of the Property to comply with any applicable laws, including, without limitation, any Environmental Law; and (iii) any liabilities, damages or injury arising from, connected with or otherwise caused by statements, opinions or information obtained from any of such persons with respect to the Property. This Waiver and Release does not extend to any causes of action or claims arising out of the activities of the Donor or its agents or assigns undertaken pursuant to the Extraction and Water Storage Easement Agreement.

4.4 Definitions. As used in this Agreement, "**Hazardous Materials**" means any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, gasoline and any other petroleum products (including crude oil or any fraction thereof), polychlorinated biphenyls and ureaformaldehyde insulation. As used in this Agreement, "**Environmental Law**" means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any governmental authority or requirements of law (including common law) relating to or imposing liability or standards of conduct concerning the protection of human health, the environment or natural resources, or to releases or threatened releases of Hazardous

Materials into the environment, including, without limitation, ambient air, surface water, groundwater or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as now or may hereafter be in effect.

4.5 Survival. The provisions of this Section 4 will survive Closing or any termination of this Agreement.

5. **Title Policy**. At Closing, Donor will cause Title Company to issue, or unconditionally commit to issue, to the Town its ALTA owner's policy of title insurance insuring that title to the Real Property is vested in the Town, subject only to the Permitted Exceptions and the Farm Lease (the "**Title Policy**"). The Town will be solely responsible for satisfying any requirements that Title Company may impose specifically with respect to the Town. The Town's ability to satisfy any such requirements will in no event be deemed a condition precedent to the Town's obligations hereunder.

6. **Donor's Representations and Warranties.**

6.1 Representations and Warranties. Donor represents and warrants to the Town as follows:

6.1.1 Authority. Donor is a limited liability company duly organized and existing and in good standing under the laws of the State of Colorado. Donor has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby. All requisite corporate action has been taken by Donor in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Donor is authorized to do so.

6.1.2 Consents; Binding Obligations; Violations. All consents and approvals that may be required in order for Donor to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Donor are and will be valid, legally binding obligations of and enforceable against Donor in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Donor is subject or by which Donor is bound, or constitute a breach or default under any agreement or other obligation to which Donor is a party or otherwise bound.

6.2 Effective Date; Survival. The foregoing representations and warranties of Donor will be continuing and will be deemed remade by Donor as of the date of Closing with the same force and effect as if made at and as of that time. All of the foregoing representations and warranties of Donor will survive Closing, and will not be deemed

merged into any instrument of conveyance delivered at Closing, for a period of 12 months after Closing.

**7. Town's Representations and Warranties.**

7.1 Representations and Warranties. the Town represents and warrants to Donor as follows:

7.1.1 Authority. The Town has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby. All requisite action has been taken by the Town in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of the Town is authorized to do so.

7.1.2 Consents; Binding Obligations; Violations. All consents and approvals that may be required in order for the Town to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by the Town are and will be valid, legally binding obligations of and enforceable against the Town in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which the Town is subject or by which the Town is bound, or constitute a breach or default under any agreement or other obligation to which the Town is a party or otherwise bound.

7.2 Effective Date; Survival. The foregoing representations and warranties of the Town will be continuing and will be deemed remade by the Town as of the date of Closing with the same force and effect as if made at and as of that time. All of the foregoing representations and warranties of the Town will survive Closing, and will not be deemed merged into any instrument of conveyance delivered at Closing, for a period of 12 months after Closing.

**8. Covenants of Donor.** Donor hereby covenants with the Town as follows:

8.1 New Agreements. Subsequent to the expiration of the Inspection Period, Donor will not enter into any new agreements, other than the Extraction and Water Storage Easement Agreement, that will survive Closing or otherwise affect the use, operation or enjoyment of the Property after Closing, without the Town's prior written consent, which consent will not be unreasonably withheld or delayed, and which consent will be deemed to have been given by the Town if the Town does not notify Donor to the contrary within five business days after receipt of Donor's request for such consent.

8.2 Miscellaneous Covenants. After the date of this Agreement and prior to Closing, Donor agrees: (i) to pay, prior to delinquency, all real property and personal property taxes which become due and payable with respect to the Property; (ii) to cause to be maintained all property and liability insurance historically carried in connection

with the Property; and (iii) to promptly advise the Town of the commencement of any litigation by or against Donor pertaining to the Property.

9. **Conditions Precedent.** Unless waived by the party entitled to the benefit thereof, the obligations of either party to close under this Agreement are subject to satisfaction of the conditions that all representations and warranties of the other party contained in this Agreement are true and correct in all material respects as of Closing and that the other party has performed all material covenants, agreements and obligations required to be performed by it under this Agreement.

10. **Closing.** The Town and Donor agree that the purchase of the Property will be consummated as follows:

10.1 Closing Date. Closing will occur on November 30, 2016, or such earlier date as may be mutually agreed to by the parties (the “**Closing Date**”). Closing will take place through an escrow with Title Agent on the Closing Date. All deliveries required to be made by the parties must be delivered to Title Agent at its offices at 4582 South Ulster St. Pkwy, Suite 1300, Denver, Colorado 80237, Attention: Jennifer York, by 10:00 a.m. on the Closing Date.

10.2 Closing Documents. Donor and the Town will deliver or cause to be delivered to each other at Closing, as appropriate, the following items (all documents will be duly executed and acknowledged where required):

10.2.1 Bargain and Sale Deed. A bargain and sale deed, in the form attached hereto as Exhibit C, conveying to the Town all of Donor’s right, title and interest in and to the Real Property (the “**Deed**”). Donor will cooperate with Town to present a copy of the Deed to the Town Board for its acceptance no later than November 28, 2016; provided, however, that in no event will the Town Board’s acceptance of the Deed be deemed a condition precedent to the Town’s obligations hereunder.

10.2.2 General Assignment. A general assignment, in the form attached hereto as Exhibit D, pursuant to which Donor will assign to the Town all of Donor’s right, title and interest in and to the Intangible Property, including without limitation the Farm Lease.

10.2.3 Declaration of Use Restriction. A declaration of restrictive use covenant, in the form attached hereto as Exhibit E, which will prohibit commercial uses from being established on the Real Property without Donor’s prior written consent. This declaration of restrictive use covenant will be recorded prior to the Deed.

10.2.4 Extraction and Water Storage Easement Agreement. The Extraction and Water Storage Easement Agreement to be mutually agreed upon by the parties in accordance with the terms and conditions of Section 3.2. The Extraction and Water Storage Easement Agreement will be recorded prior to the Deed.

10.2.5 Settlement Sheets and Funds. Settlement statements reflecting all adjustments and prorations to be made thereto pursuant to this Agreement including, without limitation, Section 11 below, together with any amounts, in immediately available funds, required to be paid by either party thereunder.

10.3 Further Documents. Donor and the Town will execute and deliver such other documents and will take such other action at Closing as may be necessary or appropriate to carry out their respective obligations under this Agreement and as reasonably required by the Title Agent, without further representations or warranties other than those contained herein.

11. **Adjustments and Prorations.** The following adjustments and prorations will be made at Closing and reflected, where appropriate, on the settlement sheets described in Section 10.2.3 above:

11.1 Ad Valorem Taxes. The Town is a tax-exempt entity. Therefore, Donor will pay all real estate and personal property taxes attributable to the Property will be prorated and attributable to any period prior to the Closing Date.

11.2 Excise, Transfer and Sales Taxes. The Town is a tax-exempt entity. Therefore, no excise, transfer (such as documentary fees or stamps), sales and use taxes imposed with respect to the transaction are contemplated by this Agreement.

11.3 Closing Costs. The Town will pay (i) one-half of Title Agent's closing fee; (ii) Title Company's premium for the Title Policy, together with the costs of any endorsements to the Title Policy, except for any endorsements Donor agrees to obtain pursuant to Section 2.3; (iii) the cost of recording the Deed and any other documents requiring recording; (iv) all costs incurred by the Town in connection with the Town's investigations of the Property; and (v) the Town's attorneys' fees. Donor will pay (i) one-half of Title Agent's closing fee; (ii) any endorsements to the Title Policy that Donor agrees to obtain pursuant to Section 2.3; (iii) the cost of Donor's obtaining the legal description for the Land and the Appraisal; and (iv) Donor's attorneys' fees.

11.4 Survival. The parties' obligations under this Section 11, to the extent not fully discharged by or through Closing, will survive Closing and remain fully enforceable thereafter.

12. **Casualty Damage.** The Town acknowledges that any Improvements included in the Property constitute an immaterial portion of the Property and that, if the Town does not terminate this Agreement pursuant to Section 2.4, the Town will acquire the Property on the Closing Date regardless of the existence or condition of any Improvements. Accordingly, in the event that any Improvements should be damaged by any casualty prior to the Closing, this Agreement will remain in full force and effect and the parties will proceed to close the transaction contemplated hereby. However, in such event Donor will assign to the Town at Closing all insurance proceeds, if any, resulting from such damage to the Improvements.

13. **Condemnation.**

13.1 Notice. If prior to Closing Donor learns of any actual or threatened taking in condemnation or by eminent domain (or a sale in lieu thereof) of all or any portion of the Real Property, Donor will notify the Town promptly thereof.

13.2 Termination. Other than with respect to an “Immaterial Taking” (as defined below), any actual or threatened taking or condemnation for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain of all or any part of the Real Property between the date of this Agreement and the Closing Date will, at the Town’s option, cause a termination of this Agreement. The election to terminate provided hereby must be exercised by the Town (or will be deemed to have been waived) by notice to Donor to that effect given within 15 days following the Town’s receipt of Donor’s notice pursuant to Section 13.1 above. Upon delivery of such termination notice, both parties will be relieved of any further obligations hereunder, except for those obligations that expressly survive any termination hereof. If the Town does not elect to so terminate this Agreement, or in the event of an Immaterial Taking, Donor will be relieved of all obligations under this Agreement with respect to the portion of the Real Property so taken or condemned. Any taking or condemnation for any public or quasi-public purpose or use which does not affect access or take more than 5% of the Land will be deemed an “**Immaterial Taking**.”

14. **Remedies.**

14.1 Donor’s Default. In the event that Donor fails to perform any of the material covenants or agreements contained herein that are to be performed by Donor, the Town may, at its option and as its exclusive remedy, terminate this Agreement by giving written notice of termination to Donor, whereupon both the Town and Donor will be relieved of any further obligations or liabilities hereunder, except for those obligations that expressly survive any termination hereof.

14.2 Town’s Default. In the event that the Town fails to perform any of the material covenants or agreements contained herein that are to be performed by the Town, Donor may, as its exclusive remedy, terminate this Agreement by giving written notice of termination to the Town, in which event the Town will reimburse Donor for its actual, out-of-pocket costs incurred in connection with Donor’s obtaining the legal description for the Land, the Appraisal and its legal fees in connection with this Agreement, whereupon both the Town and Donor will be relieved of any further obligations or liabilities hereunder, except for those obligations that expressly survive any termination hereof. The Town’s reimbursement obligation under this sub-section will in no event exceed Ten-thousand Dollars (\$10,000.00).

14.3 Indemnities; Defaults after Closing or Termination. The limitations on the parties’ remedies set forth in Sections 14.1 and 14.2 will not be deemed to prohibit either party from (i) seeking indemnification from the other for any matter with respect to which such other party has agreed hereunder to provide indemnification or from seeking damages from such other party in the event it fails or refuses to provide such indemnification; (ii) subject to Sections 6.2 and 7.2, seeking damages incurred during the period of time after Closing that a representation or warranty given as of the Closing Date

by the other party hereunder survives Closing, for the other party's breach of such representation or warranty discovered after such Closing; or (iii) seeking damages or such equitable relief as may be available for the other party's failure to perform after Closing or any termination hereunder any obligation hereunder that expressly survives Closing or termination; provided, however, that in no event will either party be entitled to recover from the other any punitive, consequential or speculative damages. Nothing herein shall be deemed a waiver or exception to the limitations on local governments set forth in the Colorado Constitution.

**15. General Provisions.**

15.1 Time and Dates. Time is of the essence of this Agreement and Donor's and the Town's obligations hereunder. If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the expiration of the Inspection Period or the Closing Date) should, under the terms hereof, fall on a weekend or holiday, then such date will be automatically extended to the next succeeding weekday that is not a holiday.

15.2 Attorneys' Fees. In the event it becomes necessary for the Town or Donor to file a suit to enforce this Agreement or any provisions contained herein, each party shall bear its own attorney fees and court costs, regardless of "prevailing party" status.

15.3 Entire Agreement. No change or modification of this Agreement will be valid unless the same is in writing and signed by the parties hereto. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as set forth herein.

15.4 Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Colorado.

15.5 Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows; or upon actual receipt if transmitted by email to the email address set forth below:

If to Donor:	Broe Land Acquisitions II, LLC 2005 Howard Smith Drive East Windsor, Colorado 80550 Attn: Real Estate Manager Email: ehalverson@omnitrax.com
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With a copy to: Otten Johnson Robinson Neff + Ragonetti PC  
950 17<sup>th</sup> Street, Suite 1600  
Denver, Colorado 80202  
Attn: Cory Rutz  
Email: crutz@ottenjohnson.com

If to the Town: Town of Windsor  
301 Walnut Street  
Windsor, Colorado 80550  
Attn: Town Manager  
Email: karnold@windsorgov.com

With a copy to: Town Attorney, Town of Windsor  
301 Walnut Street  
Windsor, Colorado 80550  
Attn: Town Attorney  
Email: imccargar@windsorgov.com

or to such other address of which, or such other person of whom, any party notifies the other for such purpose in accordance with this Section 15.5.

15.6 No Recording. This Agreement will not be recorded by either party and any violation of this provision by the Town will, at the option of Donor to be exercised by written notice from Donor to the Town, cause this Agreement to be null and void except as to the agreements of the Town set forth in Section 2.5.

15.7 Headings. The headings that appear in some of the Sections of this Agreement are for purposes of convenience and reference and are not in any sense to be construed as modifying the Sections in which they appear.

15.8 Counterparts; Electronic Copies. This Agreement may be executed in counterparts, each of which (or any combination of which) when signed by all of the parties will be deemed an original, but all of which when taken together will constitute one agreement. Executed copies hereof may be delivered by facsimile or electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto.

15.9 Assignment. This Agreement cannot be assigned in whole or in part by either party without the prior written consent of the other.

15.10 Successors and Assigns. Subject to Section 15.9, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below, but effective as of the date first set forth above.

**DONOR:**

BROE LAND ACQUISITIONS II, LLC  
a Colorado limited liability company

Date: [\_\_\_\_\_], [\_\_\_\_]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOWN:**

\_\_\_\_\_

Date: [\_\_\_\_\_], [\_\_\_\_]

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit A

### LEGAL DESCRIPTION AND DEPICTION OF THE LAND

A parcel of land, being a part of the GREAT WESTERN SECOND ANNEXATION to the Town of Windsor, as recorded on February 2, 2007 at Reception No.3452576 of the records of the Weld County Clerk & Recorders Office, situate in the West One-Half (W1/2) of Section Thirty-four (34), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Windsor, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 34, as monumented by a 2 1/2" aluminum cap on a No.6 rebar stamped LS 31169, from which the West Quarter corner as monumented by a 3 1/4" aluminum cap on a No.6 rebar stamped LS 20685, bears South 00°13'54" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2631.82 feet with all other bearings contained herein relative thereto;

THENCE, South 00°13'54" East along the West line of said Northwest Quarter a distance of 410.38 feet;

THENCE, North 89°46'06" East a distance of 40.00 feet to a point on the Easterly Right of Way line of Colorado State Highway 257 as recorded on June 24, 1936 at Book 995, Page 166 of the Records of Weld County, at the point of intersection with the Southerly Right of Way line of that Access Easement recorded November 15, 2005 at Reception No. 3340224 and the **POINT OF BEGINNING**;

THENCE, the following eight (8) courses along the said Southerly Right of Way line;

THENCE, North 85°41'51" East a distance of 165.37 feet to the beginning of a non-tangent curve to the right;

THENCE, 103.35 feet along the said non-tangent curve to the right having a radius of 470.00 feet, a central angle of 12°35'54" and subtending a chord which bears South 82°48'07" East, 103.14 feet;

THENCE, South 76°30'10" East a distance of 33.76 feet to the beginning of a tangent curve to the right;

THENCE, 176.25 feet along the said tangent curve to the right having a radius of 350.00 feet, a central angle of 28°51'07" and subtending a chord which bears South 62°04'37" East, 174.39 feet;

THENCE, South 47°39'04" East a distance of 387.50 feet to the beginning of a tangent curve to the left;

THENCE, 1396.65 feet along the said tangent curve to the left having a radius of 1,945.00 feet, a central angle of 41°08'33" and subtending a chord which bears South 68°13'22" East, 1,366.84 feet;

THENCE, South 88°47'38" East a distance of 142.65 feet;

THENCE, North 89°57'39" East a distance of 669.23 feet to a point on the Easterly line of the Northeast Quarter of the Northwest Quarter (NE/4NW/4) of said Section 34;

THENCE, South 10°39'18" East along said Easterly line of the Northeast Quarter of the Northwest Quarter (NE/4NW/4) 32.05 feet to the Center – North Sixteenth Corner (C-N/16) of said Section 34 as monumented by a 2 1/2" aluminum cap on a No.6 rebar stamped LS 31169;

THENCE, South 89°43'52" West along the North line of the Southeast Quarter of the Northwest Quarter (SE/4NW/4) a distance of 1,431.99 feet to the Northwest Sixteenth corner (NW/16) as

monumented by a 2 1/2" aluminum cap stamped LS 31169 "50.00' WC" on a No. 6 rebar falling on the said North line of the Southeast Quarter North 89°43'52" East, 50.00 feet distant:

THENCE, South 05°29'44" East along the Easterly line of the Southwest Quarter of the Northwest Quarter (SW/4NW/4) a distance of 1,323.82 feet to the Center-West Sixteenth corner (C-W/16) as monumented by a 2 1/2" aluminum cap stamped LS 31169 "150.00' WC" falling on the said Easterly line of the Southwest Quarter of the Northwest Quarter (SW/4NW/4) North 05°29'44" West, 150.00 feet distant:

THENCE, along the North line of the Southwest Quarter of said Section 34, North 89°49'11" East a distance of 112.45 feet to a point on top of the North bank of the Cache La Poudre River;

THENCE, along said North top of bank the following nine (9) courses;

THENCE, South 47°39'54" East a distance of 96.16 feet;  
THENCE, South 63°19'51" East a distance of 145.64 feet;  
THENCE, South 63°20'24" East a distance of 165.53 feet;  
THENCE, South 61°36'06" East a distance of 178.58 feet;  
THENCE, South 55°49'36" East a distance of 343.62 feet;  
THENCE, South 39°11'21" East a distance of 666.47 feet;  
THENCE, South 47°14'02" East a distance of 241.40 feet;  
THENCE, South 42°09'12" East a distance of 112.35 feet;  
THENCE, South 24°37'22" East 22.47 feet to a point on the Northerly line of that parcel described in the deed recorded at Reception No. 1547170 in the office of the Weld County Clerk and Recorder;

THENCE, along the Northerly and Westerly lines of said parcel the following two (2) courses;

South 89°59'27" West, 15.96 feet;  
South 00°00'33" East, 46.00 feet to a point on the Northerly line of that parcel described in the deed recorded at Reception No. 2346661 in the office of the Weld County Clerk and Recorder;

THENCE, along the Northerly line of said parcel the following seven (7) courses;

THENCE, South 18°51'49" West a distance of 157.80 feet;  
THENCE, South 65°58'22" West a distance of 77.05 feet;  
THENCE, North 89°44'14" West a distance of 1,157.23 feet;  
THENCE, North 89°48'21" West a distance of 890.75 feet;  
THENCE, North 74°12'22" West a distance of 112.97 feet;  
THENCE, South 75°08'30" West a distance of 90.32 feet;  
THENCE, South 88°11'36" West, 326.96 feet to a point on the Easterly Right-of-Way line of State Highway 257 as described in Book 1635 Page 375 as Reception No. 1398518 recorded January 14, 1963;

THENCE, along the Easterly line of said State Highway 257 the following two (2) courses;

THENCE, North 13°20'56" West a distance of 145.27 feet to a point on the South line of the Northwest Quarter of the Southwest Quarter (NW/4SW/4);  
THENCE, South 87°07'44" West a distance of 32.12 feet to a point on the Easterly Right of Way line of Colorado State Highway 257 as recorded on June 24, 1936 at Book 995, Page 166 of the Records of Weld County Clerk and Recorder;

THENCE, the following three (3) courses along the said Easterly Right of Way line of Colorado State Highway 257:

THENCE, North 13°35'36" West a distance of 1,187.51 feet to the beginning of a tangent curve to the right;

THENCE, 395.87 feet along the said tangent curve to the right having a radius of 1,697.50 feet, a central angle of 13°21'42" and subtending a chord which bears North 06°54'45" West, 394.97 feet;

THENCE, North 00°13'54" West 2,017.91 feet to the POINT of BEGINNING.

Said described parcel contains 6,326,930 square feet or 145.246 Acres, more or less ( $\pm$ ), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

**SURVEYORS STATEMENT**

I, David B. Dusdal, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



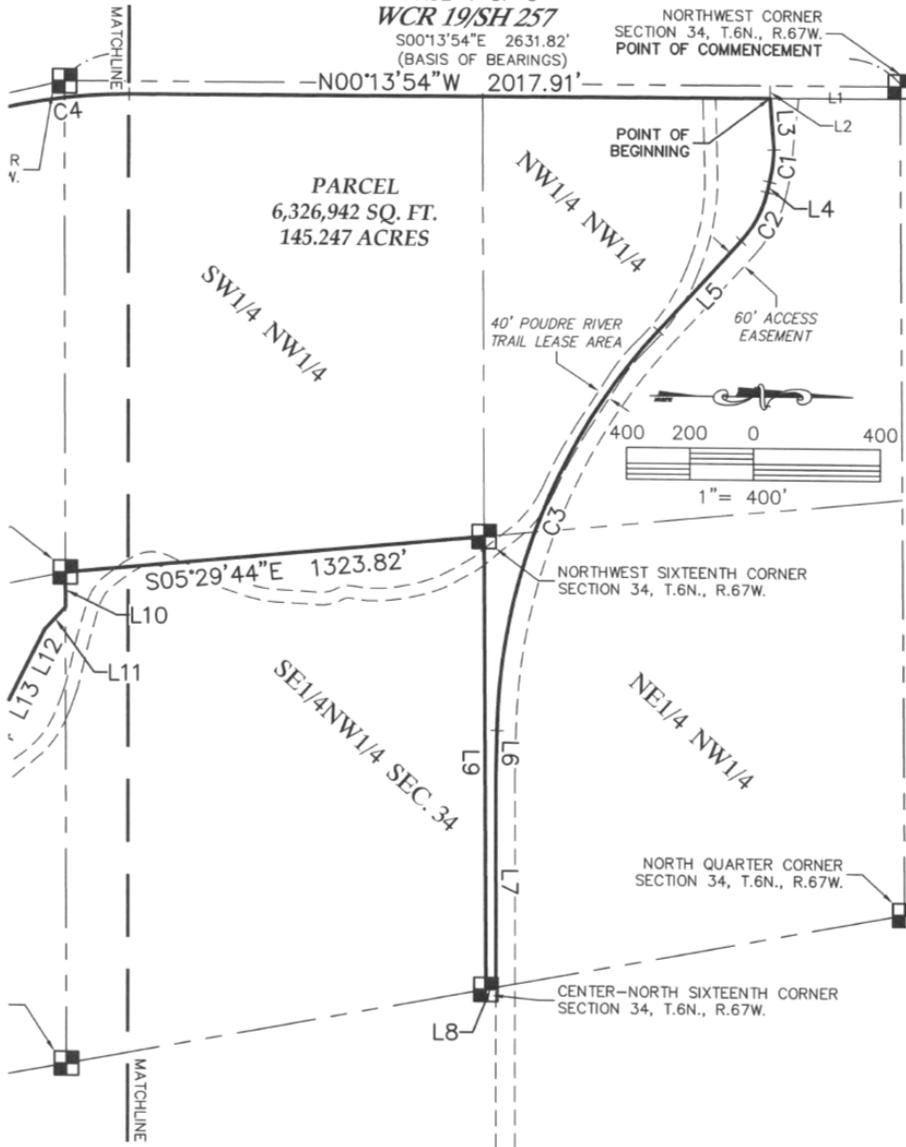
---

David B. Dusdal - on behalf of King Surveyors  
Colorado Licensed Professional  
Land Surveyor #28650

**KING SURVEYORS**  
650 Garden Drive  
Windsor, Colorado 80550  
(970) 686-5011

PAGE 4 OF 6  
WCR 19/SH 257  
S00°13'54"E 2631.82'  
(BASIS OF BEARINGS)

NORTHWEST CORNER  
SECTION 34, T.6N., R.67W.  
POINT OF COMMENCEMENT



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

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



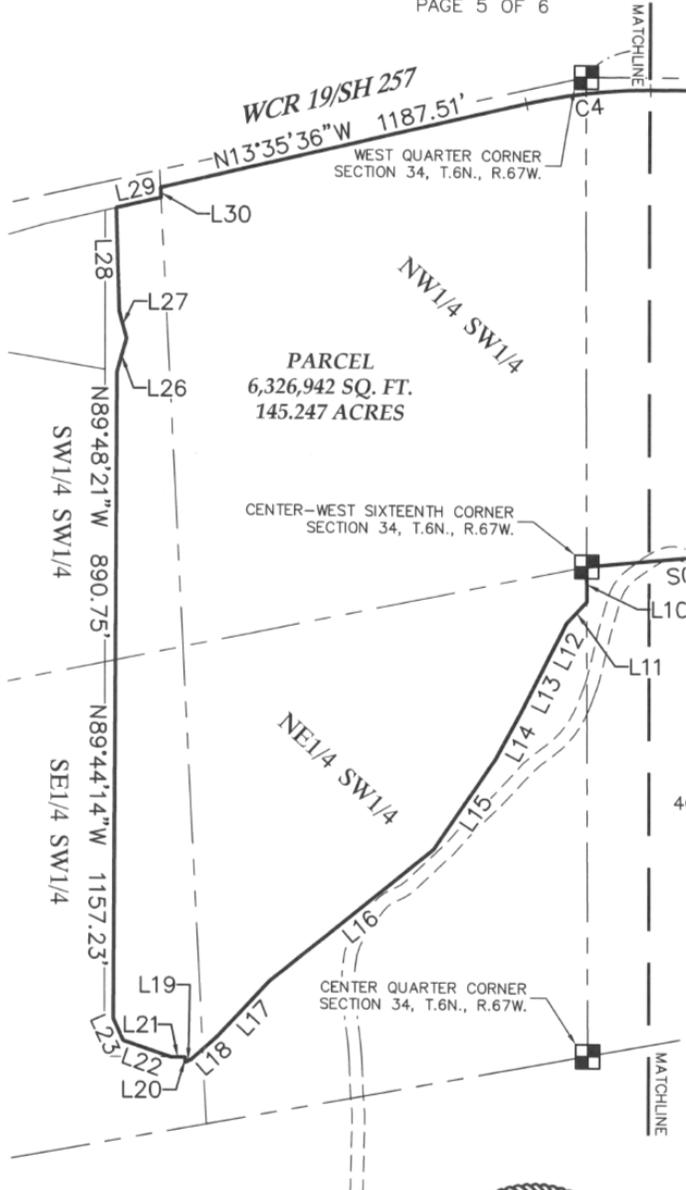
David B. Dusdal - On Behalf Of King Surveyors  
Colorado Licensed Professional  
Land Surveyor #28650



**KING SURVEYORS**

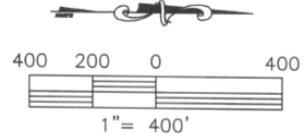
650 E. Garden Drive | Windsor, Colorado 80550  
phone: (970) 686-5011 | fax: (970) 686-5821  
www.kingsurveyors.com

PROJECT NO: 20160793  
DATE: 9/12/2016  
CLIENT: OMNITRAX  
DWG: 20160793EXH  
DRAWN: CDL CHECKED: DBD



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

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



David B. Dusdal - On Behalf Of King Surveyors  
 Colorado Licensed Professional  
 Land Surveyor #28650



**KING SURVEYORS**

650 E. Garden Drive | Windsor, Colorado 80550  
 phone: (970) 686-5011 | fax: (970) 686-5821  
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**PROJECT NO:** 20160793  
**DATE:** 9/12/2016  
**CLIENT:** OMNITRAX  
**DWG:** 20160793EXH  
**DRAWN:** CDL **CHECKED:** DBD

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°13'54"E	410.38'
L2	N89°46'06"E	40.00'
L3	N85°41'51"E	165.37'
L4	S76°30'10"E	33.76'
L5	S47°39'04"E	387.50'
L6	S88°47'38"E	142.65'
L7	N89°57'39"E	669.23'
L8	S10°39'18"E	32.05'
L9	S89°43'52"W	1431.99'
L10	N89°49'11"E	112.45'
L11	S47°39'54"E	96.16'
L12	S63°19'51"E	145.64'
L13	S63°20'24"E	165.53'
L14	S61°36'06"E	178.58'
L15	S55°49'36"E	343.62'
L16	S39°11'21"E	666.47'
L17	S47°14'02"E	241.40'
L18	S42°09'12"E	112.35'
L19	S24°37'22"E	22.47'
L20	S89°59'27"W	15.96'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S00°00'33"E	46.00'
L22	S18°51'49"W	157.80'
L23	S65°58'22"W	77.05'
L26	N74°12'22"W	112.97'
L27	S75°08'30"W	90.32'
L28	S88°11'36"W	326.96'
L29	N13°20'56"W	145.27'
L30	S87°07'44"W	32.12'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	103.35'	470.00'	12°35'55"	103.14'	S82°48'07"E
C2	176.25'	350.00'	28°51'07"	174.39'	S62°04'37"E
C3	1396.65'	1945.00'	41°08'33"	1366.84'	S68°13'22"E
C4	395.87'	1697.50'	13°21'42"	394.97'	N06°54'45"W



David B. Dusdal – On Behalf Of King Surveyors  
Colorado Licensed Professional  
Land Surveyor #28650



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**PROJECT NO:** 20160793  
**DATE:** 9/12/2016  
**CLIENT:** OMNITRAX  
**DWG:** 20160793EXH  
**DRAWN:** CDL **CHECKED:** DBD

**Exhibit B**

**MAP OF EXTRACTION RIGHTS**



**Exhibit C**

**FORM OF BARGAIN AND SALE DEED**

**[Statutory Form – C.R.S. § 38-30-115]**

\_\_\_\_\_, a \_\_\_\_\_, whose legal address is \_\_\_\_\_ (“**Grantor**”), for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and quitclaims to \_\_\_\_\_, a \_\_\_\_\_, whose legal address is \_\_\_\_\_ (“**Grantee**”), the real property that is described on Schedule 1 attached hereto and made a part hereof (the “**Land**”), together with all of its appurtenances, but reserving unto Grantor (a) all of Grantor’s interest in oil, gas and other minerals, including without limitation sand and gravel interests, in, on or under the Land, and (b) all of Grantor’s water and water rights of any kind, wells and well permits and rights, ground water and groundwater rights, ditches and ditch rights, reservoirs and reservoir rights, storage rights, springs and spring rights, and ditch and water company stock, whether decreed or undecreed, appurtenant to or historically used in connection with the Land, whether in the nature of tributary, nontributary or not nontributary interest; subject to that certain easement agreement by and between Grantor and \_\_\_\_\_ dated concurrently herewith and recorded in the real property records of Weld County, Colorado, at Reception No. \_\_\_\_\_.

Signed as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

**[SIGNATURE FOLLOWS ON NEXT PAGE]**

**GRANTOR:**

\_\_\_\_\_ )  
a \_\_\_\_\_ )

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
[CITY AND] COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
201\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

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

**Schedule 1**  
**To BARGAIN AND SALE DEED**

**Legal Description of the Real Property**

*(to be added)*

**Exhibit D**

**FORM OF GENERAL ASSIGNMENT**

THIS GENERAL ASSIGNMENT (this “Assignment”) is made as of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ (“Assignor”), and \_\_\_\_\_, a \_\_\_\_\_ (“Assignee”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, convey, set over and assign to Assignee, the following intangible property (“Intangible Property”) relating to the real property described on Schedule 1 attached hereto (“Real Property”):

1. All right, title and interest of Seller in and to all governmental permits, licenses, certificates and authorizations, including, without limitation, certificates relating to the use or operation of the Real Property, to the extent the same may be lawfully assigned to Purchaser; and
2. All right, title and interest of Seller in and to all unexpired warranties, guarantees, bonds, leases or contracts relating to the Real Property, if any, to the extent the same may be lawfully assigned to Purchaser, including without limitation that certain farm lease with NJS&D Farms (the “Lease”).

Assignee hereby assumes all of Assignor’s obligations under the Intangible Property relating to the period from and after the Effective Date.

To the extent permitted by applicable law, Assignor agrees to indemnify, hold harmless and defend Assignee from and against any and all claims, suits, causes of action, costs, indebtedness, obligations or other liabilities arising from Assignor failing to perform its obligations under the Intangible Property relating to the period prior to the Effective Date.

To the extent permitted by applicable law, Assignee agrees to indemnify, hold harmless and defend Assignor from and against any and all claims, suits, causes of action, costs, indebtedness, obligations or other liabilities arising from Assignee failing to perform its obligations under the Intangible Property relating to the period from and after the Effective Date.

Notwithstanding anything set forth to the contrary herein, Assignor hereby reserves, and Assignee assigns unto Assignor, any and all rent and crop revenue now or hereafter due or payable pursuant to the Lease (collectively, “Rents”), together with a license to collect and retain such Rents. The Town will have no obligation, responsibility or liability for the collection of such Rents and will not collect, or cause the collection of, such Rents.

This Assignment is made without representation or warranty of any kind or nature.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, and all such counterparts taken together will constitute one and the

same instrument. Executed copies hereof may be delivered by facsimile or electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Assignment on the dates set forth below, but effective as of the Effective Date.

**ASSIGNOR:**

\_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule 1**  
**to GENERAL ASSIGNMENT**  
**Legal Description of the Real Property**

*(to be added)*

## Exhibit E

### FORM OF DECLARATION OF RESTRICTIVE USE COVENANT

THIS DECLARATION OF RESTRICTIVE USE COVENANT (this “**Declaration**”) is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ (“**Declarant**”) for the benefit of the owner(s) of the Retained Property (as that term is defined below).

### RECITALS

A. Declarant owns that certain real property described and depicted on Schedule 1 attached hereto (the “**Retained Property**”).

B. Concurrently with this Declaration, Declarant is dedicating to the Town of Windsor, a Colorado home rule municipality (the “**Town**”) that certain real property described and depicted on Schedule 2 attached hereto (the “**Donated Property**”).

C. In connection with and in favor of the operation and development of the Retained Property, Declarant desires to impose certain use restrictions on the Donated Property.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby declares as follows:

1. Restrictive Covenant. From and after the date hereof, no owner, occupant or tenant of the Donated Property shall use the Donated Property for commercial purposes.

2. Remedies. Any breach of the terms and conditions of this Declaration shall cause irreparable harm to the owner(s) of the Retained Property. As such, any owner of the Retained Property shall have the right to enforce the terms and conditions of this Declaration and shall have the right to seek and obtain temporary and/or permanent injunctive relief against the then current owner, occupant or tenant of the portion of the Property upon which the violation has occurred or is threatened to occur. All of the remedies permitted or available to the owner of the Retained Property shall be cumulative and not alternative to any other remedies available at law or in equity, and an invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

3. Covenant Running With Land; Binding on Successors and Assigns. This Declaration and the restrictions contained herein shall burden the Donated Property, and shall be appurtenant to and benefit the Retained Property. The restrictions and provisions herein shall run with the Retained Property and the Donated Property and shall be binding upon and inure to the benefit of the successors in title to the Retained Property and the Donated Property.

4. Modification. This Agreement will not be amended, modified, revoked, supplemented, terminated, waived or otherwise changed except by a written instrument duly



**Schedule 1**  
**To DECLARATION OF RESTRICTIVE USE COVENANT**  
**Legal Description and Depiction of the Retained Property**

*(to be added)*

**Schedule 1**  
**To DECLARATION OF RESTRICTIVE USE COVENANT**  
**Legal Description and Depiction of the Donated Property**

*(to be added)*



Windsor Donation Parcel – Phase I ESA

- Property
- Producing Oil and Gas Well

Figure 2  
Site Plan



Prepared for: Town of Windsor  
File: 6670 Figure 2.mxd [dlH]  
September 23, 2016



Path: A:\6670 Projects\6670 Windsor Donation Parcel - Phase I ESA\Map\6670 Figure 2.mxd



For God and Country

★ DEPARTMENT OF COLORADO ★ POST #109 ★ 624 ASH STREET ★  
★ WINDSOR, CO. 80550 ★ (970) 686-9966 ★

Mayor Kristi Melendez  
Town of Windsor, CO  
September 14, 2016

Dear Mayor Melendez:

The American Legion building in Windsor has been a long and historical part of the Windsor Community. As you know, our building dates back to World War II and came from the Prisoner of War Camp between Greeley and Windsor. We are proud of that heritage and of our building but we have had a problem and we would like to solve it. Unfortunately, our building is very difficult to access for our veterans and others who have physical disabilities. The steps at all of our entrances are a barrier to many. We would like to change that and are embarking on an effort to build a ramp that meets all applicable codes. The expense of this ramp, which to meet all requirements will need to be 70 feet in length, may approach \$60,000 to build. However, we believe many local citizens, businesses, and organizations will understand the need for our veterans to be able to access the building that exists for their support and encouragement, and will want to partner with us to get this project done. We are confident that the Town of Windsor will be among those who will support us. This letter specifically requests that the Town waive all building and impact fees that the Town would normally charge. We will be happy to provide as much detail as you require. The building permit application has or will shortly be filed with the Town but has already received a preliminary review by Safe Built, Inc. who has found the design meets the guidelines for a structure of this sort. We would be deeply grateful for your participation in this project by waiving these fees.

Thank You!

Sincerely,  
Robbie Doman

Commander, American Legion Post #109 Forbes-McKay



## MEMORANDUM

**Date:** October 10, 2016  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Scott Ballstadt, AICP, Director of Planning  
**Subject:** Oil and Gas Operator Registrations and 5-year plans  
**Item #:** D.1

### **Summary:**

This item is intended to provide Town Board with an update regarding oil and gas operators that have registered with the Town in accordance with new Colorado Oil and Gas Conservation Commission (COGCC) rules and their respective plans.

### **Background:**

In response to recommendations from the Governor's Task Force on State and Local Regulation of Oil and Gas Operations, the COGCC conducted a rulemaking process in late 2015 and adopted new rules in early 2016. One of the new rules to come from that process requires that operators register with local governments.

COGCC Rule 302.c.(2) states, in part: "Beginning on May 1, 2016, all operators that have filed a Form 1 with the Commission shall register with each municipal local jurisdiction and county in which it has an approved drilling unit or a pending or approved Form 2 or Form 2A."

The Town received registration letters (attached) from four (4) different operators: Extraction Oil & Gas; Great Western Oil & Gas Company; PDC Energy; and Kerr-McGee Oil & Gas Onshore LP.

COGCC Rule 302.c.(3) further allows municipalities to request information from operators who have registered with them: "A municipal local jurisdiction may request any operator registered within its jurisdiction provide the following information to the municipal local jurisdiction and the Commission's Local Government Liaison ("LGL"):

- A. Based on an operator's current business plan as of the date of the request, a good faith estimate of the number of wells the operator intends to drill in the next five years in the local jurisdiction. A publicly traded company's well estimates may be based on reserves classified as "proved undeveloped" for SEC reporting purposes.
- B. A map showing the location within the local jurisdiction of an operator's existing well sites and related production facilities; sites for which the operator has approved, or has submitted applications for, drilling and spacing orders, Form 2s or Form 2As; and, sites the operator has identified for development on its current drilling schedule for which it has not yet submitted applications for Commission permits.
- C. An operator will provide the well estimates requested pursuant to this subsection 3 using reasonable business judgment based on information known to the operator as of the date the estimates are requested. Well estimates are subject to change at any time at the operator's sole discretion."

Pursuant to this new rule, staff requested plans from each of the four operators that registered with Windsor and the requested information is attached.

Oil and gas exploration activities are obviously heavily dependent on market conditions and plans fluctuate accordingly. With this in mind, the attached information indicates that Extraction Oil & Gas and Great Western Oil & Gas Company plan to continue their current operations in the Windsor area, while PDC Energy and Kerr-McGee do not have immediate plans for their interests.

**enclosures:** Operator registration letters and future plans

pc: Alyssa Andrews, Extraction Oil & Gas [aandrews@ExtractionOG.com](mailto:aandrews@ExtractionOG.com)  
Callie Fiddes, Great Western Operating Company, LLC [cfiddes@gwogco.com](mailto:cfiddes@gwogco.com)  
Susan Fakharzadeh, PDC Energy [Susan.Fakharzadeh@pdce.com](mailto:Susan.Fakharzadeh@pdce.com)  
Kimberly Mendoza-Cooke, Kerr-McGee Oil & Gas Onshore LP  
[Kimberly.mendoza-cooke@anadarko.com](mailto:Kimberly.mendoza-cooke@anadarko.com)

## Scott Ballstadt

---

**From:** Alyssa Andrews <aandrews@extractionog.com>  
**Sent:** Friday, May 06, 2016 3:50 PM  
**To:** Scott Ballstadt  
**Subject:** Extraction Oil & Gas: Form 1 Local Registration  
**Attachments:** Extraction Oil & Gas - 10459 - Form 1.pdf

Hello,

Please see the attached Colorado Oil & Gas Conservation Commission (COGCC) Form 1 for Extraction Oil and Gas, LLC (Extraction). Since Extraction has approved drilling unit(s) and/or pending or approved Form 2s and Form 2As within the Town of Windsor, as per COGCC Rule 302.c.(2), Extraction would like to register with the Town of Windsor.

As per Rule 302.c.(3), the Town of Windsor may request the following information:

- A. Based on an operator's current business plan as of the date of the request, a good faith estimate of the number of wells the operator intends to drill in the next five years in the local jurisdiction. A publicly traded company's well estimates may be based on reserves classified as "proved undeveloped" for SEC reporting purposes.
- B. A map showing the location within the local jurisdiction of an operator's existing well sites and related production facilities; sites for which the operator has approved, or has submitted applications for, drilling and spacing orders, Form 2s or Form 2As; and, sites the operator has identified for development on its current drilling schedule for which it has not yet submitted applications for Commission permits.

Please contact me or Erin Mathews (Contact info below) with any questions or requests for the information listed above. If there is a better contact with the Town of Windsor for Oil and Gas operations please let me know.

Link to COGCC 300 Series Rules: <http://cogcc.state.co.us/documents/reg/Rules/LATEST/300Series.pdf>

Link to COGCC Homepage: <http://cogcc.state.co.us/#/home>

Thanks,

**Alyssa Andrews**  
Regulatory Analyst



Direct: (720) 481-2379  
Cell: (425) 652-2811  
[aandrews@ExtractionOG.com](mailto:aandrews@ExtractionOG.com)

**Erin Mathews, PE**  
Regulatory Manager



Direct: (720) 557-8308  
Cell: (970) 302-6171  
[emathews@ExtractionOG.com](mailto:emathews@ExtractionOG.com)

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*the intended recipient or have received this message in error, please notify us immediately by reply e-mail and permanently delete this message including any attachments, without reading it or making a copy. Thank you.*



July 22, 2016

Town of Windsor  
Attn: Scott Ballstadt

Re: Rule 302.c(3): Operator Compliance with Local Government Request for Information

Dear Scott Ballstadt,

The Town of Windsor requested Extraction Oil & Gas, LLC (Extraction), as an Operator registered within its jurisdiction, the following information on 6/22/2016 pursuant to Colorado Oil and Gas Conservation Commission (COGCC) Rule 302.c(3):

- A. Estimate number of wells the operator intends to drill in the next five years;
- B. A map showing the location showing the location within the local jurisdiction of an operator's existing well sites and related production facilities; sites for which the operator has approved, or has submitted applications for, drilling and spacing orders, Form 2s or Form 2As; and, sites the operator has identified for development on its current drilling schedule for which it has not yet submitted applications for Commission permits.

As requested, Extraction submits the following information in response to such requests:

- A. Currently, 11 wells are being drilled on the Breniman pad. Extraction intends to drill 63 more wells that are already permitted or planned with the COGCC. There are also 7 Planned Spacing Units which are planned to have approximately 8-13 wells per Spacing Unit. These well estimates are subject to change at any time at Extraction's sole discretion.
- B. See attached map.

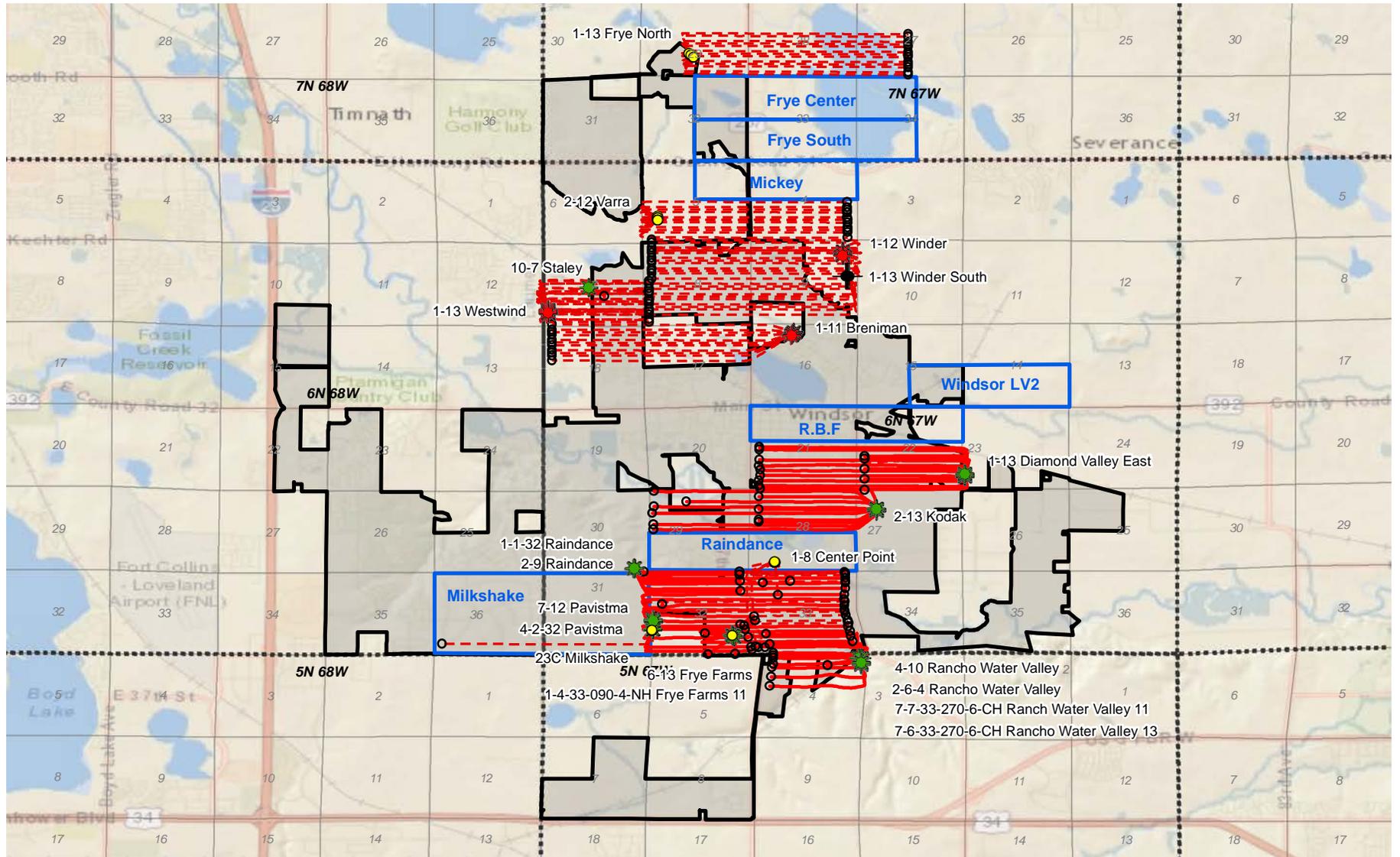
Please contact me at 720-481-2379 or by email at [aandrews@extractionog.com](mailto:aandrews@extractionog.com) if you have any questions. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Alyssa Andrews".

Alyssa Andrews  
Regulatory Analyst  
Extraction Oil & Gas, LLC

Enclosure – Rule 302.c(3)B Map



**Town of Windsor**  
Existing and Proposed Well Locations

Author: jrespo

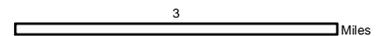
Date: 7/8/2016

**Extraction Surface Well Location**

- Status**
- Drilling
  - Producing
  - Permitted
  - Permit Pending

**Horizontal/Directional Drill**

- Status**
- Existing
  - Proposed / Permitted
  - Well Bottom Hole Location
  - City Limits
  - Planned Spacing Unit



## Scott Ballstadt

---

**From:** Callie Fiddes <cfiddes@gwogco.com>  
**Sent:** Friday, April 29, 2016 9:59 AM  
**To:** Scott Ballstadt  
**Subject:** LGD Registration  
**Attachments:** Windsor LGD Registration.xlsx; Windsor LGD Registration.pdf

Hi Scott,

In accordance with the new Colorado Oil and Gas Conservation Committee (COGCC) rules implementing recommendation No. 20. Rule 302.c., regarding operator registration with local governments for advance planning, requires that beginning on May 1, 2016, all operators that have filed a Form 1 with the Commission shall register with each municipal local jurisdiction and county in which it has an approved drilling unit or a pending or approved Form 2 or Form 2A.

Attached is a spreadsheet reflecting an estimate of the number of wells Great Western intends to drill in the next five years, A map showing the location within the local jurisdiction of an operator's existing well sites and related production facilities; sites for which the operator has approved, or has submitted applications for, drilling and spacing orders, Form 2s or Form 2As; and, sites the operator has identified for development on its current drilling schedule for which it has not yet submitted applications for Commission permits.

Well estimates are subject to change at any time at the operator's sole discretion.

Thank you,



**Callie Fiddes**  
Regulatory Compliance Specialist  
Great Western Operating Company, LLC  
1801 Broadway, Suite 500  
Denver, CO 80202  
Direct: 303.398.0550  
Fax: 866.742.1784

*Privileged / Confidential information may be contained in this message. This information is intended solely for use by the individual entity named as the recipient. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this communication is prohibited. In such case, you should destroy this communication and notify the sender by reply email.*

<b>Location Name</b>	<b>Number of Wells at Location</b>	<b>Legal Description</b>
Pace	30	SENE Sec 25-T6N-R68W
Raindance	52	NENE Sec 30-T6N-R67W
Broe	24	SENE Sec 35-T6N-R67W
<b>Total</b>	106	

Estimated number of wells to be drilled in the next five (5) years: 24

\* Well estimates are subject to change at any time at the operator's sole discretion. Market p

<b>Oil &amp; Gas Location Assessment (2A) Status</b>	<b>County</b>	<b>Municipality</b>
On hold - intend to withdraw	Weld	Windsor
Not submitted	Weld	Windsor
Submitted	Weld	Windsor

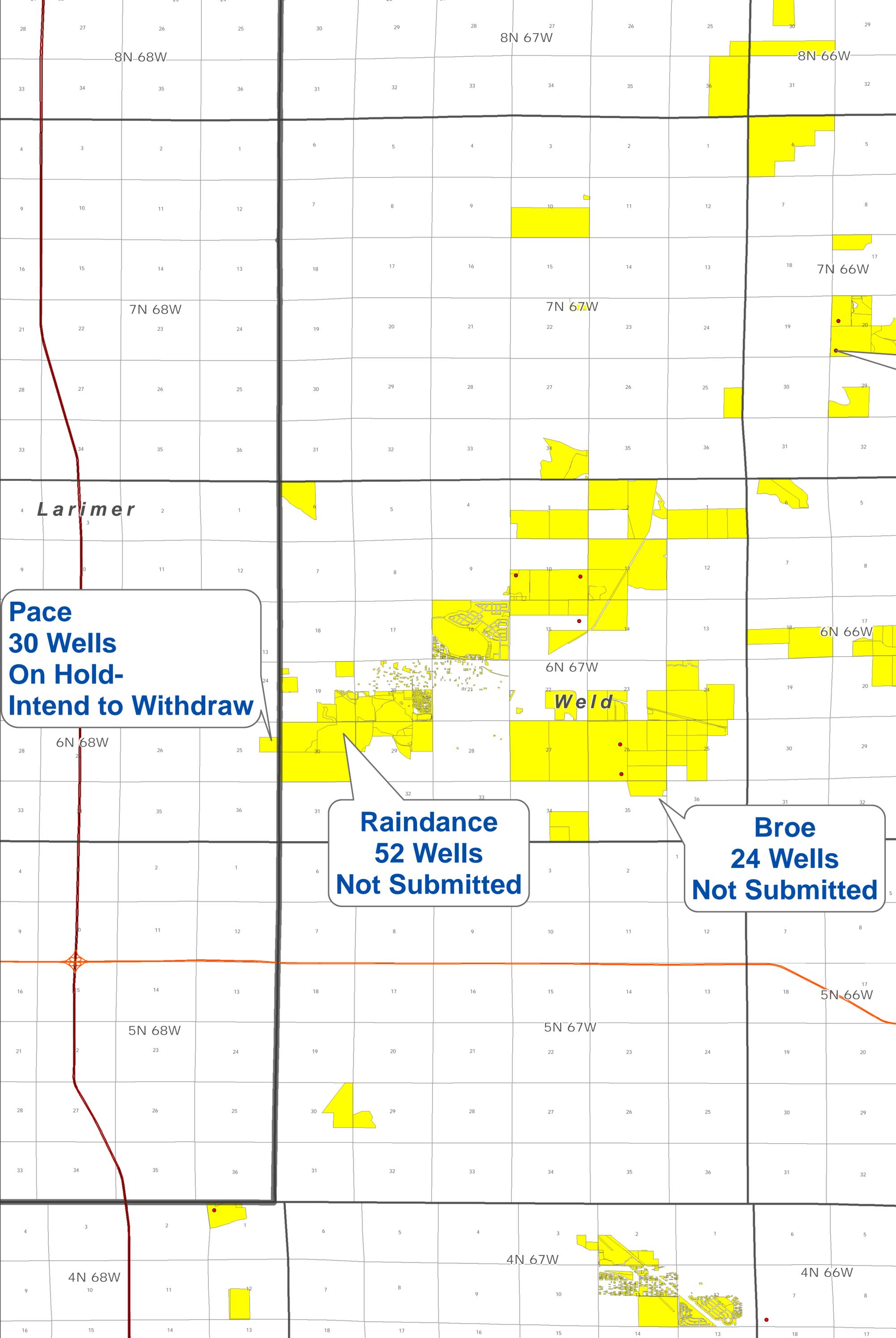
ricing, drilling technology, and other seen and unforeseen factors will effect this estimation.

**Operator**

Great Western Operating Company, LLC

Great Western Operating Company, LLC

Great Western Operating Company, LLC



8N 68W

8N 67W

8N 66W

7N 68W

7N 67W

7N 66W

*Larimer*

6N 67W

6N 66W

*Weld*

6N 68W

**Raindance  
52 Wells  
Not Submitted**

**Broe  
24 Wells  
Not Submitted**

5N 68W

5N 67W

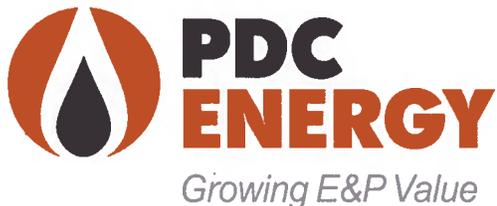
5N 66W

4N 68W

4N 67W

4N 66W

**Pace  
30 Wells  
On Hold-  
Intend to Withdraw**



April 26, 2016

CERTIFIED MAIL

**Scott Ballstadt, LGD  
TOWN OF WINDSOR  
301 WALNUT STREET  
WINDSOR, CO 80550**

Re: Colorado Oil and Gas Conservation Commission (“COGCC”)  
Rule 302.c. – Operator Registration with  
Local Governments for Advance Planning

To Whom It May Concern:

Pursuant to the recently revised COGCC Rules and Regulations, specifically the 300 Series rules implementing the Governor’s Task Force Recommendation #20, please accept this letter from PDC Energy, Inc. (“PDC”) as registration as an operator with your municipality. PDC is a Denver based exploration and production company with operations in Weld, Adams, Boulder and Larimer Counties. As a long standing operator in Colorado, PDC has been and remains committed to working with local communities.

Receipt of this letter indicates that PDC has a drilling unit that is either planned or approved within or adjacent to your municipality. As you may be aware, PDC works very closely with landowners to identify the most appropriate location of a wellsite but PDC also works extensively with the COGCC and local municipalities to obtain permits, which often include site specific siting or operating requirements.

Attached please find a copy of PDC’s Form 1 – Operator Registration and Form 1A – Designation of Agent filed with the COGCC. These documents effectively register PDC as an operator in the State of Colorado. Also, below please find two primary points of contact with PDC if you need any additional information.

Susan Fakharzadeh  
Community Relations Manager  
1775 Sherman St., #3000  
Denver, CO 80203  
Office: (303) 860-5800  
Susan.Fakharzadeh@pdce.com

O. F. Baldwin II (“OB”)  
Vice President Land  
1775 Sherman St., #3000  
Denver, CO 80203  
Office: (303) 860-5800  
Orval.Baldwin@pdce.com

Thank you for the opportunity to register with your municipality. If you have any questions please do not hesitate to contact the individuals above.

Sincerely,  
PDC ENERGY, INC.

A handwritten signature in black ink, appearing to read 'Paul Whisenand', written in a cursive style.

Paul Whisenand  
Land Manager (Wattenberg)

Enclosures



#69175

FORM 1 Rev 6/00

# State of Colorado Oil and Gas Conservation Commission



1120 Lincoln Street, Suite 801, Denver, Colorado 80203 (303) 894-2100 Fax: (303) 894-2109

FOR OGCC USE ONLY

RECEIVED

JUN 29 2012

OGCC

## REGISTRATION FOR OIL AND GAS OPERATIONS

Each company conducting oil-and-gas-related operations is required to submit a Form 1. Submit a separate registration for each regional/field office which will be an active reporter. A new registration is required to document change of address or addition/deletion of types of operations.

Corporate Office

Regional/Field Office

OGCC Operator Number (if you have one):

New

Change in Information

Delete

New

Change in Information

Delete

69175

### Corporate Office

### CORPORATE OPERATIONS

Name of Company:	PDC Energy, Inc.		
Address:	1775 Sherman Street		
	Suite 3000		
City:	Denver	State:	CO
		Zip:	80203
		Country (if not U.S.):	
Phone No:	(303) 860-5800	Fax No:	(303) 860-5838
Contact Name(s):	Scott Reasoner		
Emergency Contact Name(s):	Scott Reasoner		
Emergency Phone Number(s):	(877) 350-0169		

Write A to Add or D to Delete operations from your OGCC record. Indicate all that apply.

- Operator
- Producer
- Gatherer
- Transporter
- Levy Payor
- Injection Well Oper.
- Pit Operator
- Driller
- Seismic Operator
- Financial Assurance Provider
- Downstream Gas Facility
- Insurance Agent
- Domestic Well Operator
- Vendor

OGCC Operator Number Suffix:

### Regional/Field Office (if any)

Name of Company:			
Address:			
City:		State:	
		Zip:	
Phone No:		Fax No:	
Contact Name(s):			
Emergency Contact Name(s):			
Emergency Phone Number(s):			

### General Mailing

Hearing notices are mailed monthly. Please call OGCC for information.

Print Name: James R. Schaff

Signature: *James R. Schaff*

Title: Vice President Land

Date: June 26, 2012

FORM  
**1A**  
Rev 12/04



#69175

FOR OGCC USE ONLY  
**RECEIVED**  
MAR 1 2016  
**COGCC**

**State of Colorado**  
**Oil and Gas Conservation Commission**

1120 Lincoln Street, Suite 801, Denver, Colorado 80203 (303)894-2100 Fax:(303)894-2109

**DESIGNATION OF AGENT**

Any party acting as an agent of an owner(s) of the lease or well shall have a valid Form 1A on file with the Commission. Individual access to online form submission will not be activated until this form is received, via mail or fax, at the address above. This designation shall remain in effect until written notice is provided by the owner to terminate the agent or representative. Approved persons to submit documents as employees of the company should be listed on Form 1A, no agent information required.

Agent Company Name:

Address: City: State: Zip:

A Principal Agent serves as the representative of the operator, to accept and be served with notices from the Oil and Gas Conservation Commission, or from other persons authorized under the Oil and Gas Conservation Act of the State of Colorado. Furthermore, the Principal Agent agrees to immediately report in writing, all changes of address of the agent, and any termination of the agent's authority, and in the latter case, the designation of a new agent or agents shall be immediately made.

Name of Principal Agent: <b>Venessa Langmacher</b>	Signature of Principal Agent: <i>Venessa Langmacher</i>	Title of Principal Agent: <b>Sr Regulatory Tech</b>	Action: <input checked="" type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete
Phone: <b>303-318-6102</b>	Fax: <b>303-831-3988</b>	Email: <b>venessa.langmacher@pdce.com</b>	

The below listed individuals are designated as representatives, authorized to sign and submit forms on behalf of the operator:

<b>Alexandria Gale</b>	<i>Alexandria Gale</i>	<b>Regulatory Technician</b>	Action: <input checked="" type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete
Print Name <b>303-831-3931</b>	Signature <b>alexandria.gale@pdce.com</b>	Title <b>ALL</b>	
Phone	Email	Forms Authorized to Submit (ALL or Form #s)	

Print Name	Signature	Title	Action: <input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete
Phone	Email	Forms Authorized to Submit (ALL or Form #s)	

Print Name	Signature	Title	Action: <input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete
Phone	Email	Forms Authorized to Submit (ALL or Form #s)	

Pursuant to the Rules and Regulations, and Rules of Practice and Procedure of the Oil and Gas Conservation Commission of the State of Colorado, the below-signed producer, operator, transporter, refiner, gasoline or other extraction plant operator, or initial purchaser who is conducting oil and gas operations in the State of Colorado, does hereby designate the above-listed Agent Company and/or representative(s) as authorized to sign on behalf of the operator.

Authorizing Company Name: <b>PDC Energy Inc</b>	OGCC Operator Number: <b>69175</b>	Approval Date: <b>02/26/2016</b>
Print Authorizing Name: <b>James Lillo</b>	Authorizing Signature: <i>James Lillo</i>	Authorizing Title (must be an officer): <b>Vice President Engineering + Technology</b>



July 15, 2016

Town of Windsor  
Attn: Mr. Scott Ballstadt  
301 Walnut Street  
Windsor, CO 80550

**SENT VIA UPS**

Re: Rule 302.c(3): Operator Compliance with Local Government Request for Information

Dear Mr. Ballstadt,

The Town of Windsor requested PDC Energy, Inc. ("PDC"), as an Operator registered within its jurisdiction, the following information on June 22, 2016 pursuant to Colorado Oil and Gas Conservation Commission Rule 302.c(3):

- A. Estimate number of wells the operator intends to drill in the next five years;
- B. A map showing the location showing the location within the local jurisdiction of an operator's existing well sites and related production facilities; sites for which the operator has approved, or has submitted applications for, drilling and spacing orders, Form 2s or Form 2As; and, sites the operator has identified for development on its current drilling schedule for which it has not yet submitted applications for Commission permits.

As requested, PDC submits the following information in response to such requests:

- A. PDC estimates zero (0) wells to be drilled in the next five years. These well estimates are subject to change at any time at PDC's sole discretion.
- B. The attached map represents PDC's existing well sites and related production facilities, permitted locations where PDC has received an approved Form 2 and 2A. For your convenience, PDC has attached the list of its approved Form 2 and 2A's as referenced by the map. Per above, the attached map does not identify any locations for development on its current drilling schedule for which it has not yet submitted applications for Commission permits.

Please contact me at (303) 860-5800 if you have any questions.

Sincerely,  
PDC ENERGY, INC.

A handwritten signature in blue ink, appearing to read "Paul Whisenand", is written over a light blue circular stamp.

Paul Whisenand  
Land Manager (Wattenberg)

Enclosure



**Schedule of Approved Form 2 and 2A's**

Attached to that certain letter to from PDC Energy, Inc. to Town of Windsor regarding Rule 302.c(3):  
Operator Compliance with Local Government Request for Information

<b>Facility ID/API</b>	<b>Well Name</b>	<b>Legal Desc.</b>	<b>County</b>
05-123-36142	Ochsner 5G-201	SWNW Section 5 of 6N 67W	Weld County, CO
05-123-36145	Ochsner 5K-221	Lot 1 Section 5 of 6N 67W	Weld County, CO
05-123-36146	Ochsner 5K-401	Lot 1 Section 5 of 6N 67W	Weld County, CO
05-123-36147	Ochsner 5K-241	SWNW Section 5 of 6N 67W	Weld County, CO
05-123-36752	Hill 6Q-441	SESW Section 6 of 6N 67W	Weld County, CO
05-123-36753	Hill 6T-241	SESE Section 6 of 6N 67W	Weld County, CO
05-123-36756	Hill 6i-421	SWSW Section 6 of 6N 67W	Weld County, CO
05-123-36757	Hill 6Q-221	SESE Section 6 of 6N 67W	Weld County, CO
05-123-36759	Hill 6L-241	SWSW Section 6 of 6N 67W	Weld County, CO
05-123-36763	Hill 6L-221	SESW Section 6 of 6N 67W	Weld County, CO
05-123-36802	Hill 6T-441	SESE Section 6 of 6N 67W	Weld County, CO
05-123-36803	Hill 6Y-441	SESE Section 6 of 6N 67W	Weld County, CO
05-123-36804	Hill 6Y-241	SESE Section 6 of 6N 67W	Weld County, CO
05-123-36808	Hill 6i-221	SWSW Section 6 of 6N 67W	Weld County, CO
05-123-41734	Heinricy 7J-303	NENW Section 7 of 5N 67W	Weld County, CO
05-123-41735	Heinricy 7J-223	NENW Section 7 of 5N 67W	Weld County, CO
05-123-41736	Heinricy 7E-303	NWNW Section 7 of 5N 67W	Weld County, CO
05-123-41737	Heinricy 7M-243	Lot 1 Section 7 of 5N 67W	Weld County, CO
05-123-41738	Heinricy 7J-343	NWNW Section 7 of 5N 67W	Weld County, CO
05-123-41739	Heinricy 7M-343	NENW Section 7 of 5N 67W	Weld County, CO
05-123-41740	Heinricy 7J-243	NWNW Section 7 of 5N 67W	Weld County, CO
05-123-42024	Heinricy 7E-223	NWNW Section 7 of 5N 67W	Weld County, CO



# Kerr-McGee Oil & Gas Onshore LP

A subsidiary of Anadarko Petroleum Corporation

1099 18<sup>th</sup> Street  
Denver, CO 80202  
720-929-6000

April 27, 2016

Scott Ballstadt  
Town of Windsor  
301 Walnut Street  
Windsor, CO 80550

**RE: Oil and Gas Operator Registration with Local Governments**

Dear Mr. Ballstadt:

The Colorado Oil and Gas Conservation Commission (COGCC) recently adopted Rule 302.c., requiring oil and gas operators to register with each municipal local jurisdiction and county in which it has an approved drilling unit or a pending or approved Form 2 or Form 2A. As such, please deem this Kerr-McGee Oil & Gas Onshore LP's registration with the Town of Windsor.

Per the Rule, our most recent COGCC Form 1 and Form 1A are attached to this letter. To avoid confusion, and for your convenience, we wish to provide you with a list of Kerr-McGee contacts should the Town have any questions about this registration, or our operations:

Kimberly Mendoza-Cooke  
Regulatory Affairs Supervisor  
720-929-6303  
kimberly.mendoza-cooke@anadarko.com

Anadarko Colorado Response Line:  
1-866-248-9577  
AnadarkoColorado@anadarko.com

Please contact our office if you wish to discuss.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ronett Powers".

Ronett Powers  
Regulatory Analyst  
Kerr-McGee Oil & Gas Onshore LP



# State of Colorado Oil and Gas Conservation Commission

1120 Lincoln Street, Suite 801, Denver, Colorado 80203 (303) 894-2100 Fax: (303) 894-2109



FOR OGCC USE ONLY

## REGISTRATION FOR OIL AND GAS OPERATIONS

Each company conducting oil-and-gas-related operations is required to submit a Form 1. Submit a separate registration for each regional/field office which will be an active reporter. A new registration is required to document change of address or addition/deletion of types of operations.

- Corporate Office**       **Regional/Field Office**
- New                                       New  
 Change in Information               Change in Information  
 Delete                                       Delete

OGCC Operator Number (if you have one):

47120

### Corporate Office

### CORPORATE OPERATIONS

Name of Company: **KERR MCGEE OIL & GAS ONSHORE LP**

Address: **1801 18TH STREET, SUITE 1800, DENVER, CO 80202**

**P.O. BOX 173779**

City: **DENVER**                              State: **CO**      Zip: **80217**                      Country (if not U.S.):

Phone No: **(720) 929-6000**                      Fax No:

Contact Name(s): **BRENT NAHERNY, GENERAL MANAGER, 720-929-6748 (OFFICE)**

Emergency Contact Name(s): **WATTENBERG IOC - DARRELL DREWER**

Emergency Phone Number(s): **970-506-5980 rscwattenbergioc@anadarko.com**

Write A to Add or D to Delete operations from your OGCC record. Indicate all that apply.

- Operator
- Producer
- Gatherer
- Transporter
- Levy Payor
- Injection Well Oper.
- Pit Operator
- Driller
- Seismic Operator
- Financial Assurance Provider
- Downstream Gas Facility
- Insurance Agent
- Domestic Well Operator
- Vendor

OGCC Operator Number Suffix:

### Regional/Field Office (if any)

Name of Company: **KERR MCGEE OIL & GAS ONSHORE LP**

Address: **501 N. DIVISION BLVD.**

City: **PLATTEVILLE**                              State: **CO**                              Zip: **80651**

Phone No: **(970) 336-3500**                      Fax No:

Contact Name(s): **JEFF DUFRESNE, FIELD ENGINEERING MANAGER**

Emergency Contact Name(s): **WATTENBERG IOC - DARRELL DREWER**

Emergency Phone Number(s): **970-506-5980 rscwattenbergioc@anadarko.com**

### General Mailing

Hearing notices are mailed monthly. Please call OGCC for information.

Print Name: **BRADLEY J HOLLY**

Signature: *Bradley J. Holly* Title: **SVP OPERATIONS**

Date: **03/18/16**

FORM  
**1A**  
Rev 12/04

**State of Colorado**  
**Oil and Gas Conservation Commission**

FOR OGCC USE ONLY

1120 Lincoln Street, Suite 801, Denver, Colorado 80203 (303)894-2100 Fax:(303)894-2109

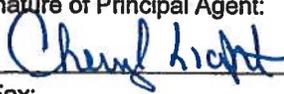
**DESIGNATION OF AGENT**

Any party acting as an agent of an owner(s) of the lease or well shall have a valid Form 1A on file with the Commission. Individual access to online form submission will not be activated until this form is received, via mail or fax, at the address above. This designation shall remain in effect until written notice is provided by the owner to terminate the agent or representative. Approved persons to submit documents as employees of the company should be listed on Form 1A, no agent information required.

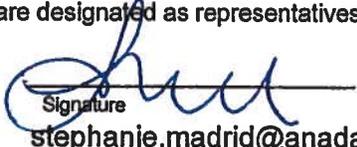
Agent Company Name: Kerr-McGee Oil & Gas Onshore LP

Address: P. O. Box 173779 City: Denver State: CO Zip: 80217-3779

A Principle Agent serves as the representative of the operator, to accept and be served with notices from the Oil and Gas Conservation Commission, or from other persons authorized under the Oil and Gas Conservation Act of the State of Colorado. Furthermore, the Principle Agent agrees to immediately report in writing, all changes of address of the agent, and any termination of the agent's authority, and in the latter case, the designation of a new agent or agents shall be immediately made.

Name of Principal Agent: <b>Cheryl Light</b>	Signature of Principal Agent: 	Title of Principal Agent: <b>Sr. Regulatory Analyst</b>	Action: <input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete
Phone: <b>720-929-6461</b>	Fax: <b>720-929-7461</b>	Email: <b>cheryl.light@anadarko.com</b>	

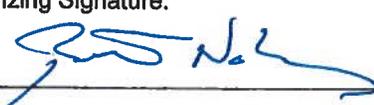
The below listed individuals are designated as representatives, authorized to sign and submit forms on behalf of the operator:

<u>Stephanie Madrid</u>		<u>Regulatory Analyst I</u>	Action: <input checked="" type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete
Print Name <b>720-929-6888</b>	Signature <b>stephanie.madrid@anadar</b>	Title <b>ALL</b>	
Phone	Email	Forms Authorized to Submit (ALL or Form #s)	

_____	_____	_____	Action: <input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete
Print Name	Signature	Title	
Phone	Email	Forms Authorized to Submit (ALL or Form #s)	

_____	_____	_____	Action: <input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete
Print Name	Signature	Title	
Phone	Email	Forms Authorized to Submit (ALL or Form #s)	

Pursuant to the Rules and Regulations, and Rules of Practice and Procedure of the Oil and Gas Conservation Commission of the State of Colorado, the below-signed producer, operator, transporter, refiner, gasoline or other extraction plant operator, or initial purchaser who is conducting oil and gas operations in the State of Colorado, does hereby designate the above-listed Agent Company and/or representative(s) as authorized to sign on behalf of the operator.

Authorizing Company Name: <b>Kerr-McGee Oil &amp; Gas Onshore LP</b>	OGCC Operator Number: <b>47120</b>	Approval Date: <b>04/11/2016</b>
Print Authorizing Name: <b>Brent Naherny</b>	Authorizing Signature: 	Authorizing Title (must be an officer): <b>General Manager</b>