



**TOWN BOARD REGULAR MEETING**  
January 9, 2017 – 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. Proclamation – Aims Community College Day
  - Accepting Proclamation – Mary Gabriel, Executive Campus Director, Windsor Campus
5. Proclamation - Random Acts of Kindness Week
  - Accepting Proclamation - Kim Schutt and Lori Couch
6. Larimer County Community Report – Larimer County Commissioner Tom Donnelly
7. 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
8. 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 December 12, 2016 Regular Meeting and December 19, 2016 Special Meeting– K. Eucker
2. Resolution No. 2017-01 - A Resolution Ratifying the Clearview Library District’s Interview Committee Selections Filling Library Board Vacancies Pursuant to Section 4 of the District’s Bylaws – K. Emil
3. Resolution No. 2017-02 – A Resolution Approving an Amendment to That Certain Agreement for Rescission, Extinguishment and Termination of Conservation Easements Between the Town of Windsor and Raindance Aquatic Investments, LLC, Dated May 7, 2012 – I. McCargar
4. Resolution No. 2017-03 – A Resolution Approving an Agreement for Rescission, Extinguishment and Termination of the December, 2003, Deed of Conservation Easement Granted to the Town of Windsor by Raindance Aquatic Investments, LLC, Seth Ward and Russell B. Sanford – I. McCargar
5. Resolution No. 2017-04 – A Resolution Approving and Accepting a Deed of Easement for Drainage and Utilities at the Northwest Corner of Eastman Park Drive and Cornerstone Drive in the Town of Windsor, Colorado – D. Roth
6. Resolution No. 2017-05 – A Resolution Ratifying, Approving, and Confirming the Terms and Conditions of the Employment Agreement, as Amended, Between the Town of Windsor and Town Manager Kelly E. Arnold – I. McCargar
7. Resolution No. 2017-06 - A Resolution Pursuant to Section 9.1 (A) of the Windsor Home Rule Charter Reaffirming the Appointment of and Amending the Terms of Representation Between the Town of Windsor and Town Attorney Ian D. McCargar – I. McCargar
8. Resolution No. 2017-07 – A Resolution Approving an Adjustment to the Terms of Compensation Between the Town of Windsor and Town Prosecutor Kimberly A. Emil – I. McCargar
9. Resolution No. 2017-08 – A Resolution Approving the Accessioning of Items to the Town of Windsor Museum Collection – E. Lucas
10. Resolution No. 2017-09 - A Resolution Approving a Contract with the State of Colorado for Windsor’s Funding up to \$1 million for Improvements to North Interstate-25 between State Highway 402 and State Highway 14 – D. Wagner
11. Cancellation of Town Board Meetings on February 20, 2017 and March 13, 2017 – P. Garcia
12. Report of Bills for December 2016 – D. Moyer

C. BOARD ACTION

1. Public Hearing – An Ordinance Annexing and Zoning Certain Territory known as 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
2. Resolution No. 2017-10 – A Resolution Making Certain Findings and Conclusions of Law Pursuant to Section 31-12-110 C.R.S., Concerning 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
3. Ordinance No. 2017-1528 – An Ordinance Annexing and Zoning Certain Territory known as 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
    - First reading
    - Legislative action
    - Staff presentation: Josh Olhava, Senior Planner
  4. Public Hearing - Conditional Use Grant for extraction of solid materials for constructing an irrigation pond – Harmony Annexation 1<sup>st</sup> & 2<sup>nd</sup> – John Warren, Connell Resources, applicant
    - Quasi-judicial action
    - Staff presentation: Carlin Barkeen, Chief Planner
  5. Conditional Use Grant for extraction of solid materials for constructing an irrigation pond – Harmony Annexation 1<sup>st</sup> & 2<sup>nd</sup> – John Warren, Connell Resources, applicant
    - Quasi-judicial action
    - Staff presentation: Carlin Barkeen, Chief Planner
  6. Ordinance No. 2017-1529 - An Ordinance Fixing the Compensation of the Municipal Court Judge and Municipal Court Clerk for the Town of Windsor in Compliance with Sections 13-10-107 and 13-10-108, C.R.S., and Section 2-4-90 of the Windsor Municipal Code
    - First reading
    - Legislative action
    - Staff presentation: Kim Emil, Assistant Town Attorney
  7. Poudre Trail Temporary & Permanent Alignment
    - Staff presentation: Eric Lucas, Director of Parks, Recreation & Culture
  8. Financial Report November 2016
    - Staff presentation: Dean Moyer, Director of Finance and IT
  9. Strategic Plan Water Report
    - Staff presentation: Dennis Wagner, Director of Engineering

#### D. COMMUNICATIONS

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

#### E. ADJOURN



# PROCLAMATION

## Aims Community College Day Proclamation

WHEREAS, Aims Community College became Weld County's first two-year college in 1967 and the vision for helping students "Aim High" to accomplish their goals has remained true over Aims' 50-year history; and

WHEREAS, Aims Community College opened for classes in the fall of 1967 with an enrollment of more than 900 students and during the 2015-2016 academic year Aims served 7,540 students; and

WHEREAS, Aims Community College offers low tuition so everyone can have the opportunity to go to college and have a better career. Tuition in the fall of 1967 was \$2 a credit and today tuition is only \$67.36 a credit for in-district students at regular rates; and

WHEREAS, Aims Community College recognizes and celebrates diversity in our community and believes that educational opportunities should be accessible to all individuals who can benefit from the College's programs and courses; and

WHEREAS, Aims Community College Day is a day to recognize the 50<sup>th</sup> Anniversary of Aims Community College and celebrate all it stands for;

NOW, THEREFORE, on behalf of the Town of Windsor, I, Kristie Melendez, Mayor of the Town of Windsor, do hereby proclaim Tuesday, January 9, 2017 as Aims Community College Day in the Town of Windsor, and urge all citizens to join with us in recognizing and commending Aims Community College for its commitment to improving the lives of students of all ages in our community.

Dated this 9<sup>th</sup> day of January 2017

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Kristie Melendez  
Mayor of Windsor, Colorado



# PROCLAMATION

## WINDSOR RANDOM ACTS OF KINDNESS WEEK January 8-14, 2017

WHEREAS, various organizations and entities across the Town of Windsor have come together to foster community support and kindness as the New Year begins;

WHEREAS, this will be accomplished through daily kindness challenges;

WHEREAS, the daily kindness challenges look to support and uplift members of the Windsor community and beyond, ultimately making our world more thoughtful, kind and caring;

THEREFORE, I, Mayor Kristie Melendez, do hereby proclaim January 8-14, 2017, as Random Acts of Kindness Week throughout the Town of Windsor and encourage all of our citizens to participate in the daily kindness challenges and share their stories via social media.

Dated this 9th day of January, 2017.

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*Kristie Melendez, Mayor*



**TOWN BOARD REGULAR MEETING**  
December 12, 2016 – 5:30 P.M.  
Town Board Chambers  
301 Walnut Street, Windsor, CO 80550

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MINUTES

A. CALL TO ORDER

Mayor Melendez called the meeting to order at 5:29 p.m.

1. Roll Call

Mayor  
Mayor Pro Tem

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

Also Present:

Town Manager  
Town Attorney  
Town Prosecutor  
Communications/Assistant to Town Manager  
Town Clerk/Assistant to Town Manager  
Chief of Police  
Manager of Recreation  
Recreation Supervisor  
Director of Planning  
Town Prosecutor  
Director of Planning  
Deputy Town Clerk

Kelly Arnold  
Ian McCargar  
Kim Emil  
Kelly Unger  
Patti Garcia  
Rick Klimek  
Tara Fotsch  
Luke Bolinger  
Scott Ballstadt  
Kim Emil  
Scott Ballstadt  
Krystal Eucker

2. Pledge of Allegiance

Town Board Member Bennett led the Pledge of Allegiance.

B. EXECUTIVE SESSION

1. An executive session pursuant to §24-6-402 (4) (f)(I) to discuss personnel matters where the employees who are the subject of the executive session have not both requested an open meeting - Town Manager annual review, Town Attorney annual review (K. Arnold and I. McCargar)  
**Town Board Member Rennemeyer moved to go into executive session pursuant to §24-6-402 (4) (f)(I) to discuss personnel matters where the employees who are the subject of the executive session have not both requested an open meeting - Town Manager annual review, Town Attorney annual review (K. Arnold and I. McCargar); Mayor Pro Tem Baker seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Bennett, Rennemeyer, Boudreau, Melendez; Nays- None; Motion passed.**

Mr. Adams joined the regular meeting and Mayor Melendez departed.

Upon a motion duly made, the Town Board returned to the regular meeting at 7:01 p.m.

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

Upon returning to the regular meeting, Mayor Pro Tem Baker 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 7:05 p.m.

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; Nays- None; Motion passed.**
4. Recognition of Michael E. Manning, outgoing Municipal Court Judge  
Mayor Pro Tem Baker recognized Judge Manning on his years of service and presented Judge Manning with an honorary gavel.
5. Swearing in of Municipal Judges
  - Teresa Ablao
  - Michelle Kline

Ms. Garcia asked Ms. Ablao to raise her right hand and recite the Oath of Office.

Ms. Garcia asked Ms. Kline to raise her right hand and recite the Oath of Office.

6. 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 received a proposal from Natalie Walker, a graduate student from Colorado State University for a historical marker at Chimney Park representing the beet factory. Museum recession items were reviewed and a master plan was presented. Also, the recreation center has grown to over 2800 members which includes Silver Sneakers.
  - Town Board Member Morgan – Water & Sewer Board; Clearview Library Board  
Town Board Member Morgan has no report.
  - Town Board Member Bennett – Planning Commission; Windsor Housing Authority  
Town Board Member Bennett reported the Planning Commission reviewed a subdivision plan for Windshire Park 5<sup>th</sup> Filing.

- Town Board Member Rennemeyer – Historic Preservation Commission; Great Western Trail Authority  
Town Board Member Rennemeyer reported the Great Western Trail Authority approved bills and reviewed their budget.
- Town Board Member Boudreau – Chamber of Commerce; Planning Commission alternate  
Town Board Member Boudreau had no report.
- Town Board Member Adams – Tree Board; Poudre River Trail Corridor Board  
Town Board Member Adams reported the Poudre River Trail Board had their retreat and Wade Willis represented Windsor. Tara Sinclair with Water Valley will be holding a discussion with the Town Board regarding the Poudre River Trail going through the oil pad south of the river.
- Mayor Melendez – Downtown Development Authority; North Front Range/MPO  
Mayor Melendez – absent

7. Public Invited to be Heard

Mayor Pro Tem Baker opened the meeting up for public comment to which there was none.

B. CONSENT CALENDAR

1. Minutes of the November 28, 2016 – K. Eucker
  2. Resolution No. 2016-88 – A Resolution Reappointing Kimberly A. Emil As Windsor Town Prosecutor Pursuant To The Town Of Windsor Home Rule Charter – I. McCargar
  3. Resolution No. 2016-89 – A Resolution Designating a Public Place for the Posting of Notices Concerning Public Meetings – P. Garcia
  4. Report of Bills November 2016 – D. Moyer
- Town Board Member Bennett moved to approve the consent calendar as presented; Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Bennett, Rennemeyer, Boudreau, Adams; Nays- None; Motion passed.**

C. BOARD ACTION

1. Harvest Fest Presentation
  - Presentation: Casey Johnson  
*No packet material submitted*

Casey Johnson with the Windsor Harvest Festival provided the Town Board with an overview of the 2016 Festival. The partnership with Town staff was improved for 2016 and recycling options were enhanced by providing education to decrease trash and increase recycling. Also a bike valet was introduced at Main Park, more local diverse bands were performing over the Festival and new vendors came to the Festival in 2016.

The Festival included:

- 120 commercial booths
- 62 arts and crafts booth
- 16 food booths

- 10 amusement rides.

Sales tax for the year was at an all-time high of \$4,652.43 with vendors bringing in a gross total of almost \$120,000. Sales tax collections in 2015 were \$3,909.09 with a gross amount of \$98,964.00.

Goals for 2017 include a makeover of the amusement rides as that was lackluster in 2016, encourage more bands to enter the parade, provide a better variety of local bands over the weekend as well as improving and seeking out other options for sponsorships.

The area high schools are still having problems with insurance to travel but the Harvest Festival Committee is also working with the schools to help with the situation. The goal is to keep more floats in the parade with a focus on the theme of the event.

Mr. Baker inquired if any of the attendees or vendors were surveyed about the event.

Mr. Johnson stated there is a survey on their website with positive feedback. One of the complaints received was regarding the stage at Boardwalk Park and not being able to see the artists since it sits lower and the sound quality was not as good as in past years.

Mr. Arnold inquired about \$12,000 that was requested from the Town and if that was primarily used for the band.

Mr. Johnson stated there is a second account created that is strictly used for entertainment on Saturday night. Not all of the \$12,000 received from the Town was used so there is a surplus of approximately \$2,000 left. Mr. Johnson gave the Town the option of returning the surplus back or to hold onto it for 2017.

Mr. Arnold inquired if there will be a similar request in 2017 as there was in 2016.

Mr. Johnson stated it is uncertain but most likely it will be similar.

Mr. Baker inquired as to the two different accounts.

Mr. Johnson stated there are two checking accounts; one for the general fund and one for funds received by the Town. The account for Town funding is used for the payment of the band and sound but there is currently a surplus of approximately \$2,000.

Mr. Baker inquired if there is a surplus in the general fund account.

Mr. Johnson stated there is a surplus in that account of approximately \$2,600.

Mr. Adams inquired if there was feedback on the bands.

Mr. Johnson stated individuals liked the idea of bringing local bands to Windsor.

Mr. Bennett commented that when the proposal is brought before the Board for 2017 to include the \$2,000 surplus.

Mr. Rennemeyer inquired if the funds the Town provided for the Festival can only be used for entertainment.

Mr. Johnson stated it is only used for entertainment which is what the request was for.

Mr. Boudreau inquired if the restrictions on what the funds can be used for be confined to the year it was requested or can the surplus funds be used in 2017.

Mr. Arnold stated that would need to be researched further.

Mr. Baker stated the consensus is to make a decision if the surplus funds need to be returned back to the Town once the request from 2016 is researched further.

Ms. Fotsch commented that the request shows the fiscal year end is January 31, 2017 for the amount requested.

Mr. Boudreau inquired if the surplus would need to be returned to the Town and then repurposed.

Mr. Arnold stated if the Board decides to let the surplus stay in the fund a motion may be made to allow the surplus to be used for 2017 which will be on the record.

Mr. Bennett commented that he supports the surplus stay where it is to simplify bookkeeping.

Mr. Morgan commented that he feels the surplus should be returned to the Town and repurposed.

Mr. McCargar commented that it appears the dollars requested were reserved for entertainment during the 2016 Harvest Festival and they were not used. What is before the Board is a motion to excuse the understanding that whatever dollars were left over from that 2016 allocation would be accounted for in what Windsor expects as a request in 2017.

Mr. Baker inquired if Mr. McCargar is legally comfortable proceeding.

Per Mr. McCargar; yes as long as there is something in the record indicating that this body approved the retention of those funds subject to accounting.

Mr. Arnold inquired as to how many individuals are on the board and how many individuals volunteer.

Mr. Johnson stated there are six on the board and there are 15 volunteers.

Mr. Arnold inquired if they have enough individuals to get things done that they need or is it anticipated to request assistance from town staff.

Mr. Johnson stated 2016 was a great trial run from what is expected from the Town and believes it would be best to stay as it has been since it did provide the Festival with everything that was needed.

Mr. Arnold inquired as to what was different this year with town staff.

Mr. Johnson stated the Parks, Recreation and Culture Department helped with park setup, park trash, moving tables and chairs and the list goes on.

Ms. Fotsch stated in years past there was a separation but having consistency between town departments with communication has helped. A round table was conducted after the Festival and the issue that public works had was that one of the trailer beds from the parade did not fit around the round-a-bout. The weekend was busy but there

were not many issues. The Parks, Recreation and Culture Department had a representative at every meeting and designated points of contact all weekend.

**Town Board Member Bennett moved to allow the Harvest Festival Committee to retain any excess 2016 revenue received the Town for entertainment, on the condition that the excess be clearly accounted for in conjunction with the Committee's anticipated 2017 funding request. Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Bennett, Rennemeyer, Adams; Nays- Morgan, Boudreau; Motion passed.**

2. Ordinance No. 2016-1527 – Repealing, Amending and Re-adopting Portions of Section 13-2-80 of the Windsor Municipal Code with Respect to the Dedication of Water Rights and Payment of Cash in Lieu of Water Rights Dedication

*Super-majority vote required for adoption on second reading*

- Second reading
- Legislative action
- Staff presentation: Kelly E. Arnold, Town Manager

Per Mr. Arnold, Ordinance No. 2016-1527 was previously presented and approved on first reading. New reduced formulas were presented and no changes have been made since first reading.

- Single-family w/ dual system: 0.25 acre feet/house + 17% shrinkage
- Multi-family w/ dual system: 0.15 acre feet/dwelling unit +17% shrinkage
- Single-family w/o dual system: 0.50 acre feet/house + 17% shrinkage
- Multi-family w/o dual system: 0.15 acre feet/dwelling unit + 3 acre feet/ac irrigated landscape +17% shrinkage

Mr. Baker inquired if there was any public comment to which there was none.

**Town Board Member Morgan moved to approve Ordinance No 2016-1527 – Repealing, Amending and Re-adopting Portions of Section 13-2-80 of the Windsor Municipal Code with Respect to the Dedication of Water Rights and Payment of Cash in Lieu of Water Rights Dedication; Town Board Member Bennett seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Bennett, Rennemeyer, Adams; Nays- Morgan, Boudreau; Motion passed.**

3. Resolution No. 2016-90 – A Resolution Approving and Adopting the December 12, 2016, Intergovernmental Agreement Between the Town of Windsor and the Windsor-Severance Fire Rescue District With Respect to the Waiver of Certain Development-Related Fees

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

Per Mr. Arnold, an agreement has been reached in which the Town and the Fire District will waive development-related fees for two specific projects each intends to build in the coming years. The District will waive its standard development review fees for the Town's Public Works Service Facility proposed for construction in 2017. The Town will waive its standard

development fees and construction use tax for the Fire District's future Station No. 4, the location and details of which remain under consideration. The reasoning behind this mutual fee waiver is a recognition that each entity's taxpayer revenue source is overlapping, so that a fee waiver ultimately serves a public benefit to all taxpayers served by these entities.

**Town Board Member Boudreau moved to approve Resolution No. 2016-90, Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Bennett, Rennemeyer, Boudreau, Adams; Nays- None; Motion passed.**

4. Resolution No. 2016-91 – A Resolution Approving an Amended Fee Schedule for Building and Plan Review Services Associated with Building Permits in the Town of Windsor
  - Legislative action
  - Staff presentation: Scott Ballstadt, Director of Planning

Per Mr. Ballstadt, Resolution No. 2016-91 would amend the fee schedule for building and plan review services. The existing fee schedule for building and plan review services was first initiated with the initial contact with SAFEbuilt Colorado in the early 1990's for building permit services. The Town and SAFEbuilt operated under a 1991 Uniform Building Code (UBC) fee schedule for the first 12 year of the contact. In 2003, the Town modified the 1991 UBC fee schedule to account for inflation and some other increases in 2003. According to the materials from the 2003 update, even at that time the fees were still kept 15-45% lower than the majority of the region at that time. Currently the modified 1991 fee schedule is still being used.

Resolution No. 2016-91 would replace the fees schedule with the 1997 UBC fee schedule. The 1997 UBC was the last version of the building code that included a fee schedule and for that reason most of the neighboring jurisdictions utilize the 1997 fee schedule although most have modified that fee schedule to reflect inflation over time.

One stop project are permits that are issued over the counter and are intended to have a single inspection which include items like air conditioners, re-roof and water heaters. The increase would allow SAFEbuilt to recover the cost of the inspection.

Mr. Boudreau inquired about the business license inspection fees that show non-applicable.

Mr. Ballstadt stated when the table of one stop fees was originally adopted; the Town did not have a business license program so SAFEbuilt has been performing those inspections gratis for several years.

Mr. Boudreau inquired if there will be a great demand on SAFEbuilt as Windsor grows and do they increase fees as well.

Mr. Ballstadt stated depending on the jurisdiction, some larger ones have in-house building inspection staff.

Mr. Boudreau inquired that if Windsor continues to grow, will the increased volume burden SAFEbuilt more to the point that they will need to increase fees.

Mr. Ballstadt stated the Town adopts the fee schedule and have kept the fee schedule fairly conservative. If SAFEbuilt wanted to increase their fees they would need to present that to the Town Board.

Mr. Adams inquired as how much of a representative is the Home Builder Association of the developers in the area.

Mr. Ballstadt stated they are very representative of the home builders in the area and would need to contact the association if that does include developers.

Mr. Baker inquired if Windsor's fees are still below neighboring communities since others have adjusted for inflation.

Per Mr. Ballstadt; yes and most of the neighboring jurisdictions are on the 1997 fee scheduled and that has been modified.

Mr. Baker inquired if the proposed updated fees are already outdated.

Mr. Ballstadt stated the 1991 and the 1997 references do sound dated but it is still the standard for the region.

Mr. Morgan inquired as to what the one stop permits are.

Mr. Weber from SAFEbuilt stated before one stop permits were implemented all permits were value based so a new roof permit could cost \$8,000. Since there is only one inspection needed for a permit like a re-roof, a one stop permit was created and the fees associated were less.

Mr. Boudreau inquired if there has been any public comment regarding the increase in fees.

Per Mr. Ballstadt; no.

**Town Board Member Morgan moved to approve Resolution No. 2016-91, Town Board Member Bennett seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Bennett, Rennemeyer, Adams; Nays- Boudreau; Motion passed.**

5. Resolution No. 2016-92 - Approving a Contract with SAFEbuilt Colorado, LLC for Building Inspection Services Provided to the Town of Windsor
- Legislative action
  - Staff presentation: Scott Ballstadt, Director of Planning

Per Mr. Ballstadt, Resolution No. 2016-92 consists of updating the Town's agreement with SAFEbuilt for building permit plan review and inspection services. The Town has contracted with SAFEbuilt (formerly known as Colorado Inspection Agency) since 1993.

The Town currently funds a number of staff and soft costs that contribute to the building permit and inspection process:

- One dedicated Permit Technician position that processes the majority of building permits, and the Customer Service Department includes two other positions that serve as primary backup to that position. The other Customer Service staff members are also involved in building permit intake and routine questions.

- The Director of Planning serves as the Town's Building Official, working closely with building officials from SAFEbuilt when various issues with building permits, inspections, code violations and other items arise.
- The Engineering Department has one primary staff member and two backup engineers who review and inspect all residential building permit grading certifications.
- The Directors of Planning, Engineering and other Engineering staff review all commercial, industrial and multi-family building permits to address road impact, water and drainage fees.
- The Chief Planner and Senior Planners, Engineers and Town Forester review plans for all commercial and industrial projects and inspect for compliance with the Town's adopted architectural, drainage and landscape standards required for issuance of a Certificate of Occupancy.
- Overhead for Town staff involvement in building permit review and inspection services include Town vehicles, Information Technology, etc.
- In 2015, the 10% rebate from SAFEbuilt to the Town was \$106,066.

The three substantive proposed amendments to the agreement include:

- Allow the Town to retain 20% of all building permit fees;
- Plan review and building inspection fees reduced by 50% for the Windsor-Severance Fire Rescue Station No. 4 so long as it is constructed in Windsor limits;
- Section 9 in which SAFEbuilt will reimburse the Town for participation in an investigation by the State as long as the Town was not at fault for the activities or practices in question.

Mr. Boudreau inquired if the Town's cost exceeds the rebate of \$106,066 from 2015.

Per Mr. Ballstadt; I believe so.

Mr. Baker inquired if the rebate covers the staff time and other soft costs associated with building permits.

Mr. Ballstadt there are a few fees designated to staff time but that number would not cover all the staff time spent on building permits.

**Town Board Member Morgan moved to approve Resolution No. 2016-92, Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Bennett, Rennemeyer, Boudreau, Adams; Nays- None; Motion passed.**

6. Resolution No. 2016-93 - Approving Modifications to the Road Impact Fee Schedule of Ordinance No. 2008-1318 Based Upon the Most Recent Two-Year Average of the Colorado Construction Cost Index

- Legislative action
- Staff presentation: Scott Ballstadt, Director of Planning

Per Mr. Ballstadt, Resolution No. 2016-93 addresses Section 17-15-100(b) of the Municipal Code which requires the Town to perform an annual review of the Road Impact Fee Table and make adjustments to account for inflation. Based on the most recent 2 year rolling average of second

quarter Colorado Construction Cost Index (CCCI) figures published by the Colorado Department of Transportation (CDOT), the 2016 annual adjustment results in an increase of 2.3%.

The Road Impact Fee Table was first modified in 2009 resulting in a decrease of 12.3% which was implemented in 2010. In 2010, the table was modified resulting in an additional decrease of 4.3% which was implemented in 2011. As the economy was emerging from the recession in 2011, the adjustment was tabled for further discussion. Following further discussion at work sessions in early 2012, the road impact fee discussion began to focus on other topics. The proposed modification does not retroactively “make up” for the years 2011-2015 rather it simply addresses the 2016 update as required by code. Using the most recent two year rolling average, the formula results in a 2.3% increase.

Mr. Boudreau inquired if the goal of the road impact fee is to make sure that new developments are contributing to development of roadways as Windsor builds out.

Per Mr. Ballstadt; that’s correct.

Mr. Boudreau inquired as to when the road impact fee is assessed.

Mr. Ballstadt stated it is collected with the building permit.

Mr. Boudreau inquired if the road impact fee is limited to new development.

Mr. Ballstadt stated it is new development. The ordinance was amended to eliminate what was called the look back period; previously if a remodel took place on an existing building, the previous use compared to the new use could determine if a road impact fee would be due. The look back period was causing a disincentive to redevelop of existing buildings.

**Town Board Member Bennett moved to approve Resolution No. 2016-93, Town Board Member Morgan seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Bennett, Rennemeyer, Boudreau, Adams; Nays- None; Motion passed.**

7. Resolution No. 2016-94 – A Resolution Setting Sanitary Sewer Utility Rates for Commercial and Industrial Users Served by the Town of Windsor Sanitary Sewer Utilities Enterprise
  - Legislative action
  - Staff presentation: Patti Garcia, Town Clerk/Assistant to the Town Manager

Per Ms. Garcia, Resolution No. 2016-94 creates Winter Averaging for sewer usage for commercial and industrial accounts that are not on a dual system; currently there are 37 accounts with the Town of Windsor. An ordinance in place prevents single systems to be provided for commercial and industrial accounts. Winter Averaging has been found to create a more equitable billing structure for businesses that do not have an outside irrigation system. Many municipalities throughout Colorado use Winter Averaging.

Letters were sent to the 37 accounts informing them of Winter Averaging and some comments were received that they were excited to know that they would be able to budget for the year based on the Winter Averaging.

**Town Board Member Adams moved to approve Resolution No. 2016-94, Town Board Member Boudreau seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Bennett, Rennemeyer, Boudreau, Adams; Nays- None; Motion passed.**

8. Community Development Report

- Staff presentation: Scott Ballstadt, Director of Planning

Mr. Ballstadt provided a summary of the Community Development Report within the packet material which includes projects that are under review, project that are under construction and infrastructure that is under construction. Through November, 631 new single family building permits have been issued which is a record high.

Mr. Baker inquired about the parking at Power to Play and if they can be forced to construct a parking lot.

Mr. Ballstadt stated there are additional parking agreements with the commercial users to the north of the Power to Play site and they are still hopeful the tennis facility will go forward. If this site did rely on that parking then that issue would need to be revisited.

Mr. Rennemeyer inquired if the cement block on the south side of the building at Concrete Equipment and Supplies will remain where it is at.

Per Mr. Ballstadt; it's my understanding that the concrete was something that was proposed as an architectural feature because concrete is their business.

Mr. Rennemeyer inquired if there is a way to predict how many new single family permits will be issued next year.

Mr. Ballstadt stated more detailed analysis have been completed to assist the school district in preparing for the coming school year and given the lots that are coming on line and the number of lots still permissible for this year; the number of permits in 2017 could be similar to 2016.

D. COMMUNICATIONS

1. Communications from the Town Attorney

Mr. McCargar reminded the Board of the executive session.

E. Communications from Town Staff

Ms. Unger inquired if the Board had any questions regarding the Strategic Plan update that was included in the packet material; no questions.

F. Communications from the Town Manager

Mr. Arnold stated an executive session is scheduled for next week at 6:00 p.m. to continue the previous executive session discussion and then the work session will follow. As a reminder the Eve before each holiday which will be the Fridays before the holiday, Town Hall will close at noon and the Mondays following the holidays Town Hall will be closed.

G. Communications from Town Board Members

Mr. Baker congratulated the Windsor High School Band on winning the Best Band in the parade during the Pearl Harbor Day Anniversary. They were also invited to perform in ceremonies in Normandy, France.

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

Upon a motion duly made, the Town Board returned to the regular meeting at 9:23 p.m.

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

Upon returning to the regular meeting, Mayor Pro Tem Baker 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 9:24 p.m.

I. ADJOURN

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

The meeting was adjourned at 9:24 p.m.

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Deputy Town Clerk, Krystal Eucker



**TOWN BOARD SPECIAL MEETING**  
December 19, 2016 – 5:30 P.M.  
301 Walnut Street, Town Board Chambers  
Windsor, CO 80550

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

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MINUTES

A. CALL TO ORDER

Mayor Melendez called the meeting to order at 5:29 p.m.

1. Roll Call	Mayor Mayor Pro Tem	Kristie Melendez Myles Baker Christian Morgan Ken Bennett Paul Rennemeyer Ivan Adams
	Absent	Brenden Boudreau

Also Present:	Town Manager Town Attorney Deputy Town Clerk	Kelly Arnold Ian McCargar Krystal Eucker
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2. Pledge of Allegiance

Mayor Pro Tem Baker led the Pledge of Allegiance.

B. EXECUTIVE SESSION

An executive session pursuant to §24-6-402 (4) (f)(I) to discuss personnel matters where the employees who are the subject of the executive session have not both requested an open meeting - Town Manager annual review, Town Attorney annual review (K. Arnold and I. McCargar)

**Town Board Member Rennemeyer moved to go into executive session pursuant to §24-6-402 (4) (f)(I) to discuss personnel matters where the employees who are the subject of the executive session have not both requested an open meeting - Town Manager annual review, Town Attorney annual review (K. Arnold and I. McCargar); Mayor Pro Tem Baker seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Bennett, Rennemeyer, Melendez; Nays- None; Motion passed.**

Upon a motion duly made, the Town Board returned to the regular meeting at 7:01 p.m.

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

Upon returning to the regular meeting, Mayor Pro Tem Baker 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 Special Meeting resumed at 7:07 p.m.

C. ADJOURN

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

The meeting was adjourned at 7:07 p.m.

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Deputy Town Clerk, Krystal Eucker



## MEMORANDUM

**Date:** January 9, 2017  
**To:** Mayor and Town Board  
**Via:** Regular meeting materials, January 9, 2017  
**From:** Kimberly Emil, Assistant Town Attorney  
**Re:** Clearview Library District Interview Committee appointments  
**Item #:** B.2.

**Background / Discussion:**

In accordance with Clearview Library District's ("Library District") Bylaws, §4.4.2, the protocols for filling District Board vacancies require that the Town Board is required to ratify the Interview Committee's selections at their next regularly scheduled meeting. The Interview Committee met on December 13, 2016, and has chosen to reappoint Ian Whittington and Katie Scherer, both current Library Board members, for their second three-year term. This Resolution accomplishes the requirements of the Bylaws for ratifying the Interview Committee's selections.

**Financial Impact:** None.

**Relationship to Strategic Plan:** Community Spirit and Pride.

**Recommendation:** Adopt the attached Resolution.

**Attachments:**

A Resolution Ratifying the Clearview Library District's Interview Committee Selections Filling Library Board Vacancies Pursuant to Section 4 of the District's Bylaws

TOWN OF WINDSOR

RESOLUTION NO. 2017-01

A RESOLUTION RATIFYING THE CLEARVIEW LIBRARY DISTRICT'S INTERVIEW COMMITTEE SELECTIONS FILLING LIBRARY BOARD VACANCIES PURSUANT TO SECTION 4 OF THE DISTRICT'S BYLAWS

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 and the Weld Re-4 School District ("School District") formed the Windsor-Severance Library District, now known as the Clearview Library District ("Library District"), in accordance with Colorado law; and

WHEREAS, the Library District's Bylaws required that an Interview Committee be formed to assist the Library District in filling Library District Board vacancies, such Interview Committee consisting of School District appointees, Town Board appointees, and one member appointed by the Library District; and

WHEREAS, the Interview Committee ("Committee") met on December 13, 2016 to interview applications received for two (2) available board member positions; and

WHEREAS, the Committee recommends the re-appointment of Ian Whittington and Katie Scherer for their second three-year terms as Library Board members; and

WHEREAS, the Clearview Library Board Bylaws § 4.4.2 requires the Town Board and the RE-4 School Board to ratify the Interview Committee's selections at their next regularly scheduled meeting; and

WHEREAS, the Town Board wishes to ratify the selections of Ian Whittington and Katie Scherer for their second three-year terms as Library Board members.

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

1. Town Board hereby ratifies the selections of the Clearview Library District's Interview Committee of Ian Whittington and Katie Scherer, each being reappointed for their second three-year term, pursuant to the Clearview Library Board Bylaws § 4.4.2.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 9<sup>th</sup> day of January, 2017.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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



## MEMORANDUM

**Date:** January 9, 2017  
**To:** Mayor and Town Board  
**Via:** Regular Meeting materials, January 9, 2017  
**From:** Ian D. McCargar, Town Attorney  
**Re:** Amendment of 2012 agreement for extinguishment of Raindance conservation easements  
**Item #:** B.3.

### **Background / Discussion:**

#### Summary

The attached Resolution approves modifications to development restrictions previously imposed by the developer of the RainDance Subdivision. The restrictions prevented the construction of structures on certain parcels within RainDance, other than those customarily associated with the operation and maintenance of a golf course. The modifications presented this evening, if approved, will allow the construction of structures associated with oil and gas development on the parcels.

#### History

The parcels in question were burdened by conservation easements granted to the Town by the RainDance developer in 2002, 2003 and 2004. The conservation easements essentially prohibited development of three parcels of land now located in RainDance. In late-2011, the developer requested extinguishment of the three conservation easements. On June 11, 2012, the Town Board approved the Agreement for Rescission, Extinguishment and Termination of Conservation Easements ("Extinguishment Agreement"), a copy of which is attached. The Extinguishment Agreement terminated two of the three conservation easements, and substituted the developer's voluntary restriction on development in the parcels formerly covered by the conservation easements. The voluntary restrictions on development do not allow for oil and gas activity.

#### RainDance Oil and Gas Site

The developer has entered into an agreement with Great Western Oil & Gas under which an oil and gas site would be developed on one of the parcels subject to the development restrictions. This site is an alternative to a site previously proposed for the Pace property on the west side of Weld County Road 13. In order to accommodate the oil and gas site on the RainDance parcel, the terms of the Extinguishment Agreement must be modified.

### First Amendment to Extinguishment Agreement

The attached First Amendment to Agreement for Rescission, Extinguishment and Termination of Conservation Easements ("First Amendment") adds oil and gas development to the permitted uses on the two parcels in question. If approved, the First Amendment would enable the development of the oil and gas site proposed by the developer.

### Impact on Future Quasi-Judicial Action

The attached Resolution contains a recital that the First Amendment promotes the public interest. This finding does not, however, preclude the Town Board from exercising independent judgment in the context of a future Conditional Use Grant ("CUG") application for local regulation of the proposed RainDance oil and gas site. The determination of a future CUG application must be made based solely on the record and applicable criteria. For this reason, the attached Resolution contains a specific disclaimer in Section 3.

**Financial Impact:** None.

**Relationship to Strategic Plan:** Prosperous local economy; well-planned community

**Recommendation:** Adopt the attached Resolution Approving an Amendment to That Certain Agreement for Rescission, Extinguishment and Termination of Conservation Easements Between the Town of Windsor and Raindance Aquatic Investments, LLC, Dated May 7, 2012. Simple majority required.

### **Attachments:**

- Resolution Approving an Amendment to That Certain Agreement for Rescission, Extinguishment and Termination of Conservation Easements Between the Town of Windsor and Raindance Aquatic Investments, LLC, Dated May 7, 2012
- First Amendment to Agreement for Rescission, Extinguishment and Termination of Conservation Easements
- Agreement for Rescission, Extinguishment and Termination of Conservation Easements dated May 7, 2012

TOWN OF WINDSOR

RESOLUTION NO. 2017-02

A RESOLUTION APPROVING AN AMENDMENT TO THAT CERTAIN AGREEMENT FOR RESCISSION, EXTINGUISHMENT AND TERMINATION OF CONSERVATION EASEMENTS BETWEEN THE TOWN OF WINDSOR AND RAINDANCE AQUATIC INVESTMENTS, LLC, DATED MAY 7, 2012

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

WHEREAS, on May 7, 2012, the Town and Raindance Aquatic Investments, LLC (“Developer”) entered into an Agreement for Rescission, Extinguishment and Termination of Conservation Easements (“Extinguishment Agreement”); and

WHEREAS, although certain prior conservation easements granted to the Town by the Developer were extinguished by the Extinguishment Agreement, it specifically imposed voluntary restrictions on the development of the parcels formerly burdened by the extinguished conservation easements; and

WHEREAS, since the execution of the Extinguishment Agreement, the Developer has sought approval from the Colorado Oil and Gas Conservation Commission for permission to undertake oil and gas extraction within the parcels burdened by the development restrictions; and

WHEREAS, the Town Board has concluded that the Developer’s proposed oil and gas development promotes the public interest by providing a suitable location for oil and gas development, tax revenue to the Town and reduced truck traffic through the development of pipelines serving the proposed oil and gas site; and

WHEREAS, in light of all relevant circumstances, the Town Board desires to modify the development restrictions under the Extinguishment Agreement; and

WHEREAS, in accordance with Town Board instructions, the Town Attorney has negotiated the attached *First Amendment to Agreement for Rescission, Extinguishment and Termination of Conservation Easements* (“First Amendment”) with the Developer, the terms of which are incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town Board wishes to approve the terms of the attached First Amendment.

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

1. The attached *First Amendment to Agreement for Rescission, Extinguishment and Termination of Conservation Easements* is hereby approved.
2. The Mayor is hereby authorized to execute the attached First Amendment on the Town's behalf.
3. Nothing herein shall be deemed a prejudgment or predetermination of any future Conditional Use Grant application presented with respect to the Raindance property.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 9<sup>th</sup> day of January, 2017.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

After Recording Return To:  
Attn: Robert S. Arthur Jr., Esq.  
Lewis Roca Rothgerber Christie LLP  
1200 17th Street, Suite 3000  
Denver, Colorado 80202

FIRST AMENDMENT  
TO  
AGREEMENT FOR RESCISSION, EXTINGUISHMENT AND TERMINATION OF  
CONSERVATION EASEMENTS

THIS FIRST AMENDMENT is dated effective as of January 9, 2017, and is entered into between THE TOWN OF WINDSOR, a Colorado home rule municipal corporation (“**Town**”), and RAINDANCE AQUATIC INVESTMENTS, LLC, a Colorado limited liability company (“**Owner**”).

WHEREAS, the parties entered into that certain Agreement for Rescission, Extinguishment and Termination of Conservation Easements dated May 7, 2012, and recorded in the books and records of the Weld County Clerk and Recorder on July 17, 2012 at Reception No. 3859504 (“**Extinguishment Agreement**”); and

WHEREAS, the Extinguishment Agreement contained restrictions on development of certain parcels of land under which structures were prohibited, other than those customarily associated with a golf course (collectively, the “**Development Restrictions**”); and

WHEREAS, Owner has entered into negotiations with an oil and gas firm, under which oil and gas facilities initially proposed for another location within the Town are proposed for location in areas subject to the Development Restrictions; and

WHEREAS, the parties have concluded that the public interest is promoted by modifying the Development Restrictions to allow structures commonly associated with oil and gas extraction activity; and

WHEREAS, the parties wish to memorialize modifications to the Development Restrictions, and to reaffirm the remaining terms of the Extinguishment Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Attached hereto and incorporated herein by this reference are Exhibits A and B, which for clarification depict the following land areas (collectively, the “**Property**”):

Exhibit A: a 35-acre parcel formerly subject to the 2002 Conservation Easement, as that term is defined in the Extinguishment Agreement

Exhibit B: a 5.318-acre parcel formerly subject to the 2004 Conservation Easement, as that term is defined in the Extinguishment Agreement

2. Section C of the Extinguishment Agreement is hereby stricken and of no further effect, and shall instead be replaced and restated with the following text:

**C. Stipulated Restrictions on Development.**

1. In consideration of Windsor's consent to extinguishment of the 2002 and 2004 Conservation Easements and its waiver of the compensation to which it is due under each of the 2002 and 2004 Conservation Easements, Grantor agrees that no structure may be built, erected, installed or located within any of the land area described in the attached Exhibits A and B, except as permitted herein. For purposes of this Agreement, "structure" shall mean a combination of materials other than natural terrain or plant growth, erected or constructed to form a shelter, enclosure, retainer, container, support, base, pavement or decoration. The word structure includes buildings.
  2. Notwithstanding the limitations of the foregoing Section C.1, it is agreed that Grantor may:
    - a. build, erect, install and locate such structures as are necessary and customary for the operation and maintenance of a golf course, it being understood that the RainDance Amended Master Plan approved by the Windsor Town Board by Resolution No. 2015-73 on November 23, 2015, anticipates a golf course within the land area formerly covered by the 2002 and 2004 Conservation Easements; and
    - b. build, erect, install and locate such structures as are necessary and customary for the operation and maintenance of oil and gas extraction facilities.
  3. Nothing herein shall be construed as a waiver or disclaimer of any authority conferred upon the Windsor Town Board with respect to the amendment of land development master plans in general, or with respect to any future amendment of the RainDance Amended Master Plan approved by the Windsor Town Board by Resolution No. 2015-73 on November 23, 2015.
3. Except as expressly modified herein, all other terms and conditions of the Extinguishment Agreement shall remain in full force and effect.

[Signature Page(s) Follow(s)]





## MEMORANDUM

**Date:** January 9, 2017  
**To:** Mayor and Town Board  
**Via:** Regular Meeting materials, January 9, 2017  
**From:** Ian D. McCargar, Town Attorney  
**Re:** Extinguishment of 2003 Raindance Conservation Easement  
**Item #:** B.4.

### Background / Discussion:

#### Summary

If approved, the attached Resolution Approving Agreement for Extinguishment, Rescission and Termination of Conservation Easement will extinguish the 2003 Deed of Conservation Easement granted to the Town by Raindance Aquatic Investments, LLC, Seth Ward and Russell B. Sanford.

#### History

The 2003 Raindance conservation easement was granted to the Town by the developer of the Raindance property, and essentially prohibited development within a 7-acre parcel located in what is now proposed for the RainDance International Golf Course. The terms of the 2003 conservation easement do not allow activity commonly associated with golf course development, maintenance and operations. Due to issues with parcel ownership and legal authority, the 2003 Raindance conservation easement was not extinguished by the 2012 agreement that extinguished the other two Raindance conservation easements. The ownership and authority questions have since been resolved, and the developer has requested extinguishment of the 2003 conservation easement.

#### 2017 Extinguishment Agreement

The attached Agreement for Extinguishment, Rescission and Termination of Conservation Easement ("2017 Extinguishment Agreement") does away entirely with the former restrictions on development established under the 2003 Deed of Conservation Easement. If approved, the entire 7-acre parcel could be developed as proposed by the RainDance developer.

#### 2016 State of Colorado Conservation Easement Holder Certification

In October, 2015, the Town was granted a one-year conditional approval by the State of Colorado to hold conservation easements. One of the conditions was that the Town must "...resolve the potential violation of the 2003 Raindance Aquatic Investments, LLC

[sic] conservation easement and provide the Division with notice of the resolution.” The Division has been notified that this Resolution is being presented for official action tonight. Given the history of the Town’s State certification process, it is likely the Town will not be re-certified to hold conservation easements if this Resolution is approved. This may impact future open space acquisition when Great Outdoors Colorado funding is in play, or when the donor is seeking tax credits for the donation.

**Financial Impact:** Some reduction in open space management costs.

**Relationship to Strategic Plan:** Prosperous local economy; well-planned community

**Recommendation:** Adopt the attached Resolution Approving Agreement for Extinguishment, Rescission and Termination of Conservation Easement. Simple majority required.

**Attachments:**

- Resolution Approving an Agreement for Rescission, Extinguishment and Termination of the December, 2003, Deed of Conservation Easement Granted to the Town of Windsor by Raindance Aquatic Investments, LLC, Seth Ward and Russell B. Sanford
- Agreement for Extinguishment, Rescission and Termination of Conservation Easement
- Deed of Conservation Easement dated December 8, 2003

TOWN OF WINDSOR

RESOLUTION NO. 2017-03

A RESOLUTION APPROVING AN AGREEMENT FOR RESCISSION, EXTINGUISHMENT AND TERMINATION OF THE DECEMBER, 2003, DEED OF CONSERVATION EASEMENT GRANTED TO THE TOWN OF WINDSOR BY RAINDANCE AQUATIC INVESTMENTS, LLC, SETH WARD AND RUSSELL B. SANFORD

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

WHEREAS, on December 12, 2003, Raindance Aquatic Investments, LLC, Seth Ward and Russell B. Sanford (“Developer”) delivered to the Town a Deed of Conservation Easement for a seven-acre parcel of land (“2003 Conservation Easement”); and

WHEREAS, the land area subject to the terms of the 2003 Conservation Easement lies in the proposed RainDance development and, more particularly, on property master-planned for a golf course; and

WHEREAS, the terms of the 2003 Conservation Easement do not allow for activity commonly associated with the development, maintenance and operation of a golf course; and

WHEREAS, although certain other conservation easements granted to the Town by the Developer in the RainDance development were extinguished by an agreement reached in 2012, the 2003 Conservation Easement has remained intact due to issues with ownership and legal authority; and

WHEREAS, the ownership and legal authority issues have since been resolved; and

WHEREAS, Developer has requested that the 2003 Conservation Easement be extinguished, on the basis that the proposed development of the surrounding area has rendered administration of the 2003 Conservation Easement ever-more complicated; and

WHEREAS, the 2003 Conservation Easement was accepted at a time when the Town’s policies and procedures for conservation easement management were not fully-evolved and, were the Developer to offer the 2003 Conservation Easement today, the 2003 Conservation Easement would not be accepted by the Town; and

WHEREAS, the 2003 Conservation Easement was intended to become part of a larger collection of managed open space which has not materialized, leaving the 2003 Conservation Easement parcel an “island” of preserved space without any connection to a comprehensive open space plan for the vicinity; and

WHEREAS, the tax benefits initially sought by the Developer have not materialized; and

WHEREAS, the Town Board has concluded that extinguishment of the 2003 Conservation Easement promotes the public interest; and

WHEREAS, the Town Attorney and the Developer have negotiated the attached *Agreement for Rescission, Extinguishment and Termination of Conservation Easement*, the terms of which are incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town Board wishes to approve the terms of the *Agreement for Rescission, Extinguishment and Termination of Conservation Easement*.

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

1. The attached *Agreement for Rescission, Extinguishment and Termination of Conservation Easement* is hereby approved.
2. The Mayor is hereby authorized to execute the attached *Agreement for Rescission, Extinguishment and Termination of Conservation Easement* on the Town's behalf.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 9<sup>th</sup> day of January, 2017.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

**AGREEMENT FOR RESCISSION, EXTINGUISHMENT AND TERMINATION  
OF  
CONSERVATION EASEMENT**

THIS AGREEMENT FOR RESCISSION, EXTINGUISHMENT AND TERMINATION OF CONSERVATION EASEMENT (“**Agreement**”) is entered into by, among and between the Town of Windsor, Colorado (“**Windsor**”), and Raindance Aquatic Investments, LLC, a Colorado limited liability company (“**Grantor**”), and is dated effective as of January 9, 2017 (the “**Effective Date**”).

RECITALS

1. Windsor approved and accepted that certain Deed of Conservation Easement (the “**2003 Conservation Easement**”) dated December 8, 2003, made by Grantor and Seth Ward (“**Ward**”) and/or Russell B. Sanford (“**Sanford**”), recorded December 30, 2003 at Reception No. 3139866 in the Official Records of Weld County, State of Colorado, with respect to the real property more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “**Property**”).
2. Pursuant to a series of transactions since entering into the 2003 Conservation Easement, Ward and Sanford have conveyed all their right, title, interest, and claim in the Property to Grantor.
3. Following approval of the 2003 Conservation Easement, Windsor has undertaken to administer the 2003 Conservation Easement, but has in each year encountered uses and practices that were either not anticipated or were of such character that enforcement would be unreasonable or impractical.
4. The land affected by the 2003 Conservation Easement lies within what is generally known and described as “Water Valley West Subdivision”. Given past experience with administration of the 2003 Conservation Easement, it is anticipated that development of “Water Valley West Subdivision” will present ever-more-complicated administrative challenges within the land affected by the 2003 Conservation Easement.
5. Grantor and Windsor have determined that it is in their mutual best interest to extinguish and vacate the 2003 Conservation Easement pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, including, without limitation the foregoing recitals which are incorporated herein by reference, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**A. Extinguishment of 2003 Conservation Easement.**

1. The parties hereby vacate, rescind, terminate and extinguish the 2003 Conservation Easement and all restrictions, obligations, covenants and remedies associated therewith effective as of the Effective Date.
2. Windsor hereby waives and releases any and all claims it has related to the creation or extinguishment of the 2003 Conservation Easement. Said release includes, but is not limited to, claims for compensation, including claims pursuant to Section 8.1 of the 2003 Conservation Easement.

**B. Miscellaneous.**

1. This Agreement is the exclusive memorandum of the parties' understandings with respect to its contents, and contains all terms enforceable with respect thereto. There are no other enforceable representations, promises or undertakings between the parties with respect to the subject matter herein. Any amendments to this Agreement must be made in writing, signed by all parties hereto.
2. In the event of a breach of this Agreement and litigation arising therefrom, the prevailing party shall be entitled to an award of reasonable attorney fees, court costs, expert witness fees and all related expenses of suit. Nothing herein shall be deemed a waiver of any immunity or protections available to Windsor as a governmental entity under Colorado law.
3. Each party shall from time-to-time execute and deliver such further instruments as any other party may reasonably request to effect the intent of this Agreement.
4. In the event of a breach of this Agreement, either party may seek such legal and equitable relief as is appropriate, including injunctive relief, specific performance and damages at the option of the aggrieved party.
5. All understandings set forth in this Agreement shall be deemed covenants running with the land, and shall bind Grantor, its transferees, successors and assigns.
6. This Agreement may be executed in counterparts, and all of which together shall constitute one and the same instrument.

[Signature Page(s) Follow(s)]



**EXHIBIT A**

**LEGAL DESCRIPTION**

A parcel of land being a part of the Southeast Quarter (SE1/4) of Section Thirty (30), Township Six North (T.6N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6thP.M.), Town of Windsor, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter (E1/4) Corner of said Section 30 and assuming the North line of said SE1/4 as bearing South 88°52'25" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2506.11 feet with all other bearings contained herein relative thereto:

THENCE South 88°52'25" West along said North line also being the North line of a parcel of land described as Exhibit A in a document recorded December 30, 2002 as Reception No. 3019255 of the records of the Weld County Clerk and Recorder (WCCR) a distance of 1040.13 feet to the POINT OF BEGINNING;

THENCE South 00°12'39" East along the Westerly line of said Exhibit A a distance of 522.72 feet;  
THENCE South 88°52'25" West a distance of 583.41 feet;  
THENCE North 00°12'39" West a distance of 522.72 feet to the North line of said SE1/4;  
THENCE North 88°52'25" East along said North line a distance of 583.41 feet to the POINT OF BEGINNING.

Said parcel contains 7.000 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.



## MEMORANDUM

**Date:** January 9, 2017  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Doug Roth, Civil Engineer  
**Re:** Resolution Accepting a Deed of Dedication for Drainage & Utility Easement  
**Item #:** B.5.

### **Background / Discussion:**

Tolmar Pharmaceuticals, Inc. is currently working on site improvements associated with their facility located at Eastman Park Dr. and Cornerstone Dr. Construction includes improvements related to parking lot, stormwater conveyance and stormwater detention. One new stormwater drain line falls outside of the public right of way on property owned by Cornerstone Baptist Church.

Since the new stormwater drain line will be dedicated to the Town, a drainage and utility easement is necessary to give the Town rights to enter the property for purposes of operation and maintenance of the waterline.

### **Financial Impact:**

Dedication of the easement results in no financial impact. All easement acquisition costs are paid by Tolmar.

### **Relationship to Comprehensive Plan:**

Acceptance of the easement supports community facilities and infrastructure related to stormwater best management practices as outlined in the Comprehensive Plan.

### **Recommendation:**

Staff recommends passing Resolution No. 2017-04 approving and accepting a deed of dedication for Drainage & Utility Easement.

### **Attachments:**

Deed of Dedication for Drainage & Utility Easement

TOWN OF WINDSOR

RESOLUTION NO. 2017-04

A RESOLUTION APPROVING AND ACCEPTING A DEED OF EASEMENT FOR DRAINAGE AND UTILITIES AT THE NORTHWEST CORNER OF EASTMAN PARK DRIVE AND CORNERSTONE DRIVE IN THE TOWN OF WINDSOR, COLORADO

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

WHEREAS, the Town is responsible for a system of storm drainage facilities within its corporate limits; and

WHEREAS, the Town has approved an extension of storm drainage facilities serving the Tolmar facility located at the northeast corner of Eastman Park Drive and Cornerstone Drive, which facilities will be extended to an area at the northwest corner of Eastman Park Drive and Cornerstone Drive; and

WHEREAS, the property in question is owned by Cornerstone Church; and

WHEREAS, in order to enable the extension of necessary storm drainage facilities, the dedication of easement rights is required; and

WHEREAS, Cornerstone Church has tendered a *Deed of Easement for Drainage and Utilities* (“Easement Deed”), a copy of which is attached hereto and incorporated by this reference as if set forth fully; and

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

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

**Section 1.** The attached *Deed of Easement for Drainage and Utilities* dated December 30, 2016, is hereby approved and accepted.

**Section 2.** The Mayor is hereby authorized to execute the Acceptance section of the attached *Deed of Easement for Drainage and Utilities* on behalf of the Town.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 9<sup>th</sup> day of January, 2017.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

## **DEED OF EASEMENT FOR DRAINAGE AND UTILITIES**

This Deed of Easement is dated this 30<sup>th</sup> day of December, 2016, by CORNERSTONE BAPTIST CHURCH OF WINDSOR, a non-profit corporation organized under the laws of the State of Colorado ("Grantor"), and in favor of the **TOWN OF WINDSOR, COLORADO**, a Colorado home rule municipal corporation ("Grantee").

### **WITNESSETH:**

For and in consideration of the covenants and agreements herein set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor hereby grants to the Grantee, its successors and assigns, the following Easement:

Location of the Easement Property: A tract of land consisting of a portion of the property described in **Exhibit "A"** attached hereto. The specific location of said Easement Property may be determined by Grantee by actual installation of the pipeline described below anywhere across the property described in **Exhibit "A"** attached hereto, provided that the Easement Property is no larger than a tract of land five feet in width on each side of the centerline of the installed pipeline.

Limited purpose of the Easement: Subject to the terms of this Deed of Easement, Grantee shall have the sole, exclusive and permanent right to enter, re-enter, occupy and use the Easement to construct, maintain, repair, replace, and operate a single 42-inch diameter underground storm drainage pipeline ("the Pipeline") and all underground appurtenances thereto.

Grantor further grants to the Grantee:

1. The right of direct ingress to and egress from said Easement Property over and across said lands of the Grantor by means of adjacent roads and lanes thereon.
2. The right from time to time to improve, reconstruct, relocate, and replace the underground pipeline constructed hereunder either in the original location or at any alternate location or locations within said Easement Property.
3. The right to mark the location of said Easement Property by suitable markers set in the ground, provided that said markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of said Easement Property.
4. The right to temporary access to Grantor's immediately surrounding property if necessary for Grantee to construct, maintain, repair, or replace the Pipeline.

Grantor reserves the right to use said Easement Property for purposes which will not interfere with Grantee's full enjoyment of the rights granted hereby.

Grantor shall not (i) erect or construct any fence, building or other structure, (ii) drill or operate any well, (iii) construct (beyond current conditions) any obstruction, or (iv) add or remove more than one (1) foot of soil at the ground level, within said Easement Property.

If any of Grantor's property, or if the sidewalk on or adjacent to Grantor's property, is disturbed or damaged by Grantee's use of the Easement or Easement Property, Grantee shall promptly remediate and repair the property in a manner designed to restore, as closely as possible, the property and surrounding area to its prior condition. This shall include, without limitation, re-seeding the area following any soil disturbance. Grantee shall use its best efforts to confine any disturbance to the existing landscaped island to no more than one-third of its surface area, and will in every event restore the Grantor's property as closely as possible to its prior condition.

Except as limited and as otherwise permitted by law, if Grantor institutes any legal action should under this Deed or by reason of any asserted breach thereof and prevails, Grantor shall be entitled to recover all related costs, fees and litigation expenses, including reasonable attorney's fees, incurred in enforcing or attempting to enforce this Deed, including costs and fees incurred prior to the commencement of legal action.

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## MEMORANDUM

**Date:** January 9, 2017  
**To:** Mayor and Town Board  
**Via:** Regular meeting materials, January 9, 2017  
**From:** Ian D. McCargar, Town Attorney  
**Re:** Town Manager annual performance review; compensation adjustment  
**Item #:** B.6.

### **Background / Discussion:**

In conjunction with its annual review of the Town Manager's performance, the Town Board has reaffirmed its ongoing appointment of Kelly Arnold as Town Manager for the coming calendar year. The Town Board has approved a 3% increase to Mr. Arnold's current base salary. In all other respects, the January, 2009, employment agreement remains as previously approved.

### **Financial Impact:**

	<b>Budget</b>	<b>Proposed</b>	<b>Note</b>
<b>Revenue</b>	\$159,077.32	\$163,850	
<b>Expense</b>	\$159,077.32	\$163,850	
<b>Net</b>		<\$4,773>	3% increase

**Recommendation:** Adopt Resolution No. 2017-05, A Resolution Ratifying, Approving, and Confirming the Terms and Conditions of the Employment Agreement, as Amended, Between the Town of Windsor and Town Manager Kelly E. Arnold. Super-majority (5 votes) required.

### **Attachments:**

Resolution No. 2017-05, A Resolution Ratifying, Approving, and Confirming the Terms and Conditions of the Employment Agreement, as Amended, Between the Town of Windsor and Town Manager Kelly E. Arnold

Sixth Amendment to Employment Agreement Dated January 12, 2009

TOWN OF WINDSOR

RESOLUTION NO. 2017-05

A RESOLUTION RATIFYING, APPROVING, AND CONFIRMING THE TERMS AND CONDITIONS OF THE EMPLOYMENT AGREEMENT, AS AMENDED, BETWEEN THE TOWN OF WINDSOR AND TOWN MANAGER KELLY E. ARNOLD

WHEREAS, the Town of Windsor (“Town”) is by its Home Rule Charter structured as a “council-manager” form of government, under which the Town Manager is responsible for Town operations and is accountable to the Town Board; and

WHEREAS, the Town’s Home Rule Charter provides that the Town Board shall review the job performance of the Town Manager on an annual basis, which reviews have customarily taken place late in the fourth quarter of each calendar year; and

WHEREAS, the Town Board has reviewed the 2016 job performance of the Town Manager, and has concluded that the Town Manager continues to perform at a high level, such that his employment contract should be extended; and

WHEREAS, the Town Manager’s initial Employment Agreement was approved by the Town Board under Resolution No. 2007-76; and

WHEREAS, the Town Board approved a revised Employment Agreement dated January 12, 2009, for the Town Manager by Resolution No. 2009-09, which Agreement remains in effect; and

WHEREAS, by various Resolutions since 2009, the Town Board has approved amendments to the Town Manager’s Employment Agreement as circumstances have required; and

WHEREAS, the Town Board wishes to reaffirm the Town Manager’s Employment Agreement, subject to the provisions of the Home Rule Charter, and further subject to the attached “Sixth Amendment to Employment Agreement Dated January 12, 2009”.

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

1. Kelly E. Arnold shall continue to serve as Town Manager as provided in and subject to the Town’s Home Rule Charter.
2. Mr. Arnold’s service to the Town shall be governed by the terms of the Employment Agreement dated January 12, 2009, approved by Resolution 2009-09, as subsequently

amended, and as specifically amended by the attached Sixth Amendment to Employment Agreement Dated January 12, 2009.

3. The Mayor is hereby authorized to execute the attached Sixth Amendment on behalf of the Town.

Upon motion duly made, seconded and carried by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against, the foregoing Resolution was adopted this 9<sup>th</sup> day of January, 2017.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

**SIXTH AMENDMENT  
TO  
EMPLOYMENT AGREEMENT DATED JANUARY 12, 2009**

THIS SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT DATED JANUARY 12, 2009, is dated January 9, 2017, and is between the Town of Windsor, Colorado, a Colorado Home Rule Municipality (“Town”), and Kelly E. Arnold, Town Manager.

In accordance with the terms of the Town of Windsor Home Rule Charter, the parties wish to memorialize certain understandings with respect to the ongoing relationship between the Town and Mr. Arnold. Therefore, except as specifically set forth below, the parties reaffirm all provisions of the Employment Agreement dated January 12, 2009 (“Employment Agreement”), as previously amended by official action of the Town Board, which provisions are incorporated herein by this reference as if set forth fully.

Notwithstanding the foregoing, the parties agree to amend the Employment Agreement as follows:

1. Section 6 (a) of the Employment Agreement shall be amended to read as follows:

Subject to the terms and conditions regarding termination as set forth elsewhere in this Employment Agreement, the Town agrees to pay the Employee as Town Manager a base annual salary of One-Hundred-Sixty-Three-Thousand Eight-Hundred-Fifty dollars (\$163,850.00), effective January 1, 2017, which represents a three percent (3%) increase over Mr. Arnold’s base salary for 2016.

Except as specifically set forth herein, the Employment Agreement, as previously amended by official action of the Town Board, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

TOWN OF WINDSOR, COLORADO

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

\_\_\_\_\_  
Kelly E. Arnold, Town Manager

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Ian D. McCargar, Town Attorney



**M E M O R A N D U M**

**Date:** January 9, 2017  
**To:** Mayor and Town Board  
**Via:** Regular meeting materials, January 9, 2017  
**From:** Ian D. McCargar, Town Attorney  
**Re:** Town Attorney annual performance review; compensation adjustment  
**Item #:** B.7.

**Background / Discussion:**

In conjunction with its annual review of the Town Attorney's performance, the Town Board has reaffirmed its ongoing appointment of Ian D. McCargar as Town Attorney for the coming calendar year. The Town Board has approved a 3% increase to Mr. McCargar's current base salary. In all other respects, the engagement letter of December 9, 2013, remains as previously approved.

**Financial Impact:**

	<b>Budget</b>	<b>Proposed</b>	<b>Note</b>
<b>Revenue</b>	\$153,830	\$158,445	
<b>Expense</b>	\$153,830	\$158,445	
<b>Net</b>		<\$4,615>	3% increase

**Recommendation:** Resolution No. 2017-06 - A Resolution Pursuant to Section 9.1 (A) of the Windsor Home Rule Charter Reaffirming the Appointment of and Amending the Terms of Representation Between the Town of Windsor and Town Attorney Ian D. McCargar. Super-majority (5 votes) required.

**Attachments:**

Resolution No. 2017-06 - A Resolution Pursuant to Section 9.1 (A) of the Windsor Home Rule Charter Reaffirming the Appointment of and Amending the Terms of Representation Between the Town of Windsor and Town Attorney Ian D. McCargar

December 9, 2013, in-house Town Attorney engagement letter

TOWN OF WINDSOR

RESOLUTION NO. 2017-06

A RESOLUTION PURSUANT TO SECTION 9.1 (A) OF THE WINDSOR HOME RULE CHARTER REAFFIRMING THE APPOINTMENT OF AND AMENDING THE TERMS OF REPRESENTATION BETWEEN THE TOWN OF WINDSOR AND TOWN ATTORNEY IAN D. McCARGAR

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

WHEREAS, the Town’s Home Rule Charter provides for the appointment of the Town Attorney to serve as general legal counsel to the Town; and

WHEREAS, Ian D. McCargar serves as the Town Attorney pursuant to the Town Board’s appointment; and

WHEREAS, in 2013, the Town Board accepted the terms of representation between Mr. McCargar and the Town in the form of an engagement letter later executed by the Mayor on the Town’s behalf; and

WHEREAS, the Town Board has undertaken its annual review of Mr. McCargar’s performance, and has re-affirmed his appointment to serve as the Town Attorney; and

WHEREAS, the Town Board wishes to amend the terms of representation set forth in the engagement letter by increasing the amount of compensation payable to Mr. McCargar, effective January 1, 2017.

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

**Section 1.** Ian D. McCargar is hereby re-appointed to serve as Town Attorney for the Town of Windsor, subject to and in accordance with the Windsor Home Rule Charter and the Colorado Code of Professional Conduct.

**Section 2.** The compensation and office budget for the Office of the Town Attorney shall be as set forth in Resolution 2016-84, subject to a three percent (3%) increase over Mr. McCargar’s 2016 salary, effective January 1, 2017.

**Section 3.** All other terms of Mr. McCargar’s professional relationship with the Town shall remain as set forth in the engagement letter dated December 9, 2013.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 9<sup>th</sup> day of January, 2017, upon a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

Frey M<sup>c</sup>Cargar  
Plock & Root<sup>LLC</sup>  
A T T O R N E Y S A T L A W

John P. Frey  
Ian D. McCargar

John E. Plock  
John D. Root

December 9, 2013

Mayor John S. Vazquez  
Members of the Windsor Town Board  
301 Walnut Street  
Windsor, CO 80550

Dear Mayor Vazquez and Town Board Members:

The Colorado Supreme Court requires that Colorado attorneys maintain a written understanding with the client regarding the terms of representation. The purpose of this requirement is to make clear the scope of representation and the financial terms associated with it. This letter is intended to memorialize the terms of my appointment as Town Attorney for the Town of Windsor. This letter, once approved by you, will supersede any terms of representation to which we have agreed previously.

It is a great privilege for me to continue my service to the Town under the “in-house counsel” arrangement approved for calendar year 2014. This arrangement is a departure from our previous relationship, in the sense that my office will be in Town Hall and my compensation will consist of the Town’s direct provision of certain benefits to me. Aside from the salary and other expense items approved each year through the budget process, the Town will also be furnishing the following additional benefits:

- Group health benefits, consisting of a PPO health plan, dental and vision, effective February 1, 2014.
- Long-term disability coverage, effective February 1, 2014.
- Life insurance in an amount equal to one and one-half times my annual base salary, effective February 1, 2014.
- ICMA 401(a) Retirement Plan, effective January 1, 2015.
- ICMA 457 Deferred Compensation Retirement Plan, effective February 1, 2014.
- Voluntary short-term disability coverage, effective February 1, 2014.
- Twenty-eight (28) days of annual vacation leave, accrued on January 1 of each calendar year, and further subject to a maximum carry-over of twenty-eight (28) days from one year to the next.

Mayor John S. Vazquez  
Windsor Town Board Members  
December 9, 2013  
Page Two

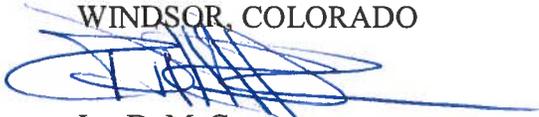
- Reasonable sick leave as circumstances require.

As provided in the Home Rule Charter, the ongoing professional relationship and compensation described above are entirely dependent on the Town Board's continued satisfaction with the services I render for the Town. Under the Charter I serve at the pleasure of the Town Board; the Town Board reserves the absolute authority to discharge me at any time, with or without cause.

I believe the foregoing sets forth our understandings for the coming year. Assuming you agree, I am asking that Mayor Vazquez sign below and also sign the enclosed copy for my files. I will see to it that the original is retained by the Town Clerk's Office.

I very much appreciate your confidence in me, and look forward to continuing what has become a strong tradition of trust, communication and collaboration for the benefit of the Town.

OFFICE OF THE TOWN ATTORNEY  
WINDSOR, COLORADO



Ian D. McCargar

IDM

**APPROVED AND ACCEPTED** this 9<sup>th</sup> day of December, 2013.

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



**M E M O R A N D U M**

**Date:** January 9, 2017  
**To:** Mayor and Town Board  
**Via:** Regular meeting materials, January 9, 2017  
**From:** Ian D. McCargar, Town Attorney  
**Re:** Town Prosecutor compensation increase  
**Item #:** B.8.

**Background / Discussion:**

In conjunction with the annual review of the Town Attorney, the Town Board authorized an increase in compensation for Kimberly Emil, Town Prosecutor and Assistant Town Attorney. The attached Resolution Approving an Adjustment to the Terms of Compensation between the Town of Windsor and Town Prosecutor Kimberly A. Emil confirms the approved increase. This increase of 5.46% will bring Ms. Emil's annual base salary to \$69,478.

**Financial Impact:**

	<b>Budget</b>	<b>Proposed</b>	<b>Note</b>
<b>Revenue</b>	\$65,878	\$ 69,478	
<b>Expense</b>	\$65,878	\$69,478	
<b>Net</b>	\$0	<\$3,600>	Authorized increase

**Relationship to Strategic Plan:** Safe community

**Recommendation:** Adopt Resolution No. 2017-07, Resolution Approving an Adjustment to the Terms of Compensation Between the Town of Windsor and Town Prosecutor Kimberly A. Emil. Simple majority required.

**Attachment:** Resolution No. 2017-07

TOWN OF WINDSOR

RESOLUTION NO. 2017-07

A RESOLUTION APPROVING AN ADJUSTMENT TO THE TERMS OF COMPENSATION BETWEEN THE TOWN OF WINDSOR AND TOWN PROSECUTOR KIMBERLY A. EMIL

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

WHEREAS, the Town’s Home Rule Charter provides for the appointment of the Town Prosecutor to serve as the Town’s legal representative in the Municipal Court and certain other duties; and

WHEREAS, by Resolution No. 2016-88, Kimberly A. Emil has been re-appointed to serve as the Town Prosecutor; and

WHEREAS, the Town Board has undertaken a review of Ms. Emil’s responsibilities, qualifications and performance, and has determined that Ms. Emil’s compensation should be adjusted; and

WHEREAS, the Town Board wishes to increase the amount of compensation payable to Ms. Emil, effective January 1, 2017.

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

The compensation and office budget for the Town Prosecutor shall be as set forth in Resolution 2016-84, subject to an increase in Town Prosecutor annual salary equal to Three-thousand-Six-hundred Dollars (\$3,600.00), effective January 1, 2017.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 9<sup>th</sup> day of January, 2017.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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



## MEMORANDUM

**Date:** January 9, 2017  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Eric Lucas, Director of Parks, Recreation & Culture  
**Re:** Museum Collections Accession  
**Item #:** B.9.

### **Background / Discussion:**

The Parks, Recreation, and Culture Advisory Board (PReCAB) will occasionally have the opportunity to review recommended accessions and deaccessions to the permanent collection of the Town of Windsor Museum, per adopted policies. PReCAB has reviewed the attached items and recommended accessioning items at their December 6<sup>th</sup>, 2016 meeting.

Museum collection items are only accessioned into the collection when they fit the following criteria:

- Object illustrates unique Windsor heritage as specified in mission statement.
- Known provenance.
- Object displays rarity as specified in collections criteria
- Collection supports object's interpretive potential for exhibition.
- Stable Condition
- Museum can adequately care for object

All items listed are items currently in the museums possession, and have been donated to the museum.

### **Financial Impact:**

\$180 for purchase of historic pictures.

### **Recommendation:**

Move to approve Resolution 2017-08, to accession museum collections items as presented by staff.

### **Attachments:**

- b. Resolution 2017-08
- c. Acquisition Forms for Accession
- d. Museum Staff Images for Accession (TOW)

TOWN OF WINDSOR

RESOLUTION NO. 2017-08

A RESOLUTION OF THE WINDSOR TOWN BOARD APPROVING THE ACCESSIONING OF ITEMS TO THE TOWN OF WINDSOR MUSEUM COLLECTION

WHEREAS, the Town of Windsor owns an extensive museum collection, the purpose of which is to preserve and enhance the rich cultural history of the Town, and to educate the public accordingly; and

WHEREAS, in October, 2010, the Town Board adopted by resolution the Town's Museum Accessioning Policy, the intention of which is to assure that items proposed for addition to the Town's Museum collection are reviewed by staff and by the Parks, Recreation and Culture Advisory Board; and

WHEREAS, the Town's Parks, Recreation & Culture Director has prepared the attached lists of items which, if accessioned, will meet the purposes and mission of the Town's Museum collection; and

WHEREAS, in keeping with the Town's Museum Accessioning Policy, the Town's Parks, Recreation and Culture Advisory Board has reviewed the attached lists of items, and has recommended that the items described therein be added to the Town's Museum Collection; and

WHEREAS, the Town Board having considered the attached lists and recommendation of the Parks, Recreation, and Culture Advisory Board, finds that accessioning of the items described in the attached listing is in the public interest and promotes the essential purposes of the Town's Museum collection.

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

The items described in the attached lists, incorporated herein by this reference as if set forth fully, are hereby accepted by the Town of Windsor as part of its Museum collection.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 9<sup>th</sup> day of January 2017.

TOWN OF WINDSOR, COLORADO

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

Kristie Melendez, Mayor

ATTEST:

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



**Town of Windsor**  
**Department of Parks, Recreation, and Culture**  
**Culture Division**  
**250 N. 11<sup>th</sup> Street \* Windsor, CO 80550**

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## Potential Acquisition Form

**Source:**

- Donation  
 Staff Acquired  
 Transfer / Exchange  
 Purchase
- 

Name: Town of Windsor, Culture Department Staff Date: 10/25/16  
Address: 250 N. 11<sup>th</sup> Street  
City: Windsor State: CO Zip Code: 80550  
Phone: 970-674-3524 Email: \_\_\_\_\_

Price: not assessed Estimated Value (for donation or transfer/exchange)

---

**Description and Provenance of Object(s):**

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(27) black and white photographs of Windsor, circa 1905-1930 (See Attached)

**Museum Staff Recommendation:**

Date: 10/11/2016

Accept into Museum Permanent Collection:  Accept  Decline

Accept into Museum Education Collection:  Accept  Decline

Reason for Decision:

- Aligns with mission
- Has established provenance/story
- Good Condition
- Has exhibit potential
- Fills gap in collection
- Space to store
- Other: \_\_\_\_\_

**Parks, Recreation, and Culture Advisory Board (PReCAB) Decision:**

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

Accept into Museum Permanent Collection:  Accept  Decline

Accept into Museum Education Collection:  Accept  Decline

Reason for Decision: \_\_\_\_\_

**Town Board Decision:**

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

Accept into Museum Permanent Collection:  Accept  Decline

Accept into Museum Education Collection:  Accept  Decline

Reason for Decision: \_\_\_\_\_

**Signatures:**

\_\_\_\_\_  
Art & Heritage Manager or Director of Parks, Recreation, and Culture Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor, Town of Windsor

\_\_\_\_\_  
Date

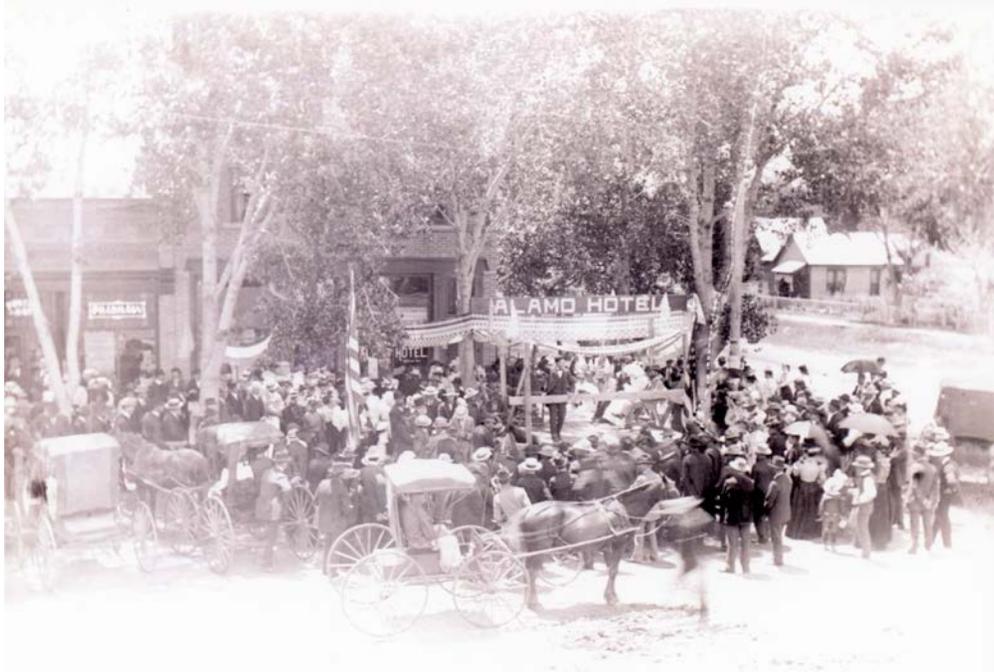
Potential Acquisition  
Staff Purchase  
Photograph Descriptions

1. Alamo Hotel with crowd in front. Circa 1899. Man standing on makeshift stage, crowd around with three horse and buggies. Large American flag in center of photo. Left of photo, pharmacy store partially visible. Homes to right in background. 431 Main Street, Windsor. Reproduction photo.
2. Street view of 431 and 429 Main Street, Windsor. Alamo hotel on right side of the building and barber to left side of building. Man (presumably Bert Clouds) in white jacket standing in front of barber shop, post with white and perhaps red stripes on sidewalk in front of barber shop doors. To left is Porter Pharmacy. Wood plank sidewalk with wood horse posts in front of pharmacy. Reproduction photo.
3. Scene of burned business, 429 Main Street. Hallow building with left (east) brick wall still standing. Building to left (east) has dark burn marks and broken window. Small group of people on left and right side of the photograph. Alamo hotel on right has broken window. on the evening of Saturday, March 9, 1901, the building caught fire and burned to the ground, damaging Bert Cloud's barbershop, immediately east (no longer extant), and the Alamo Hotel (431 Main Street), immediately west. It was the third time a fire had started in the store. Dr. Porter built the first story of the present building later that year. Reproduction photo.
4. Two rows of firefighters in front of white fire engine. First row is kneeling, back row is standing. Men are wearing matching hats, ties, and uniforms. Circa 1946. Reproduction photo.
5. Firetruck going down Main Street Windsor two men sitting on hood, three men standing on side, one driving and two standing on back. Likely a parade. Truck is a dark color with bell on side. Circa 1925. Reproduction photo.
6. White firetruck with group of firemen standing and sitting on truck. Man in military uniform in driver's seat. (18) men in matching uniforms standing and sitting on truck. Circa 1946.
7. Seven men in matching uniform (casual shirts and slacks) sitting on fire truck; some men have ribbons pinned to their chest. Location unknown. Perhaps firefight competition. Interior of Alex Lorenz Tailor shop. Man standing in center of photo next to large open book on table, likely Alex Lorenz circa 1922 "about 1922" written in black pen on back. Shop located at 508 Main Street, center unit. Reproduction photo.
8. Three men standing in interior of Alex Lorenz Tailor Shop. Alex Lorenz on left leaning against table wearing white striped shirt and tie. Two unidentified men in center and on right. Written on back in blue pen, "Grandad Lorenz, 1919, Tailor shop Windsor, CO. 2 unident(?) people 2 Russians)". Man with mustache in center is wearing long coat with fur hat. Man on right wearing suit with hand on table. Rack of clothing in back of room on right. Original Photo.
9. Interior of Alex Lorenz Tailor Shop, circa 1927. Alex Lorenz leaning against table on left side of photo, wearing vest and tie and glasses. Sewing machine table on back wall with clock above. Wood hanging closet along right wall filled with coats and jackets. Coal stove on left in foreground. Calendar on wall reads April 1927. Original Photo.
10. Interior of Alex Lorenz Tailor Shop, circa 1919. Lorenz standing on left behind table with hand resting on shelf. No coal stove, stove whole at top of ceiling is visible. Press in main room, clothing racks in back right corner, tables with fabric samples on right include "Bruner Woolens" box. Boxes are open. Original Photo.
11. Image of four store fronts with awnings. Exterior of Alex Lorenz Tailor & Cleaner shop in center of building. Windsor Lunch Room located on right. Building located at 508 Main Street. Paved sidewalk and street. Date unknown. Original Photo.
12. Exterior of home located possibly at 601 Main Street. Showing two sides of home with porch. Neighboring out building located in background behind board fence.
13. Exterior of home possibly at 530 Main Street. There are three men and one woman in the front yard with two dogs. There are two women on the porch of the house. A tree is located on each side of photo in foreground with a bush also on the front left along with an open fence in the foreground. House appears to be of a Victorian style.

14. Photo of brick building with a year marker of 1902 on top of building. Sign on front right of building is "The Racket Store." Awning across front of first floor is light colored and says "Bakery" on the center. There are also two horses on the street level center right. Two wooden wheels are seen to the left of the horses. There is a staircase leading to the second floor on the right side of the building. The second story of the building has three pairs of windows while the left side of the building has two pairs of windows. Possibly located at 205 4<sup>th</sup> Street.
15. Photo of store front along Main Street. Four stores possibly 426 Main, 424 Main, 422 Main, and 418 Main Street. Photo is labeled 30<sup>th</sup>, 1914. There is large crowd of men and women in front of stores. A carriage with horse and an automobile are clearly visible at left of photo. Additional autos and carriages are intermingled with the crowd. Storefront on far left has a small white sign labeled "pool" on two sides. Store second from right has a sign stating "Cable Bro's & Co Cash Store." All four store fronts have awnings on their first story. Only the first store front on the right has a second story.
16. Storefront of the Cable Brothers and Company Cash Store. Possibly at 422 Main Street. Store name is on top of the building. Awning also has Cables in center. Window at left also has Cables stenciled or etched on window. There are four men standing on sidewalk in front of store. Formal attire (men and women) can be seen on display in windows on front right of store.
17. Ice cutting on Windsor Lake. Eleven men working lake with two teams of horses. Building in background of photo has a conveyer system taking in ice blocks from lake. It is labeled "The Rocky Mountain" on its right side. Additional building can be seen in background of photo along with telegraph poles. Reflection of building and men can be seen on the lake.
18. Man in overalls and cap standing in front of vehicle on street in front of storefront windows. Man identified as Henry Brunner. Vehicle is unusual auto with oversized, tractor like rear tires. There is no rear end to the vehicle and entry for the cab must be through the rear as there are no side doors. There is a man with his back to the vehicle on the sidewalk on the left center of the photo.
19. Photo of Main Street in Windsor, Colorado taken from an elevated position. The Conoco gas station is on the front left corner of the photo. Street is paved and cars and trucks are parked perpendicular to the store fronts along both sides of the street. Two blocks of buildings are evident in the photo on the right as there is a side street visible on the center back of photo. A tower is visible in back right of photo protruding above trees. There is one automobile driving into the picture on Main Street.
20. Pick-up truck on street in front of two buildings. Truck is driven by man in brimmed hat. A small boy is in back of truck with two appliances. A uniformed man in a cap is on street behind the front of the truck. Two women in dresses are on the sidewalk at the right rear of truck in the background. Truck has a logo on door that includes "M M".
21. Photo of the Windsor Band. Photo labeled Windsor First Prize 2nd Class of Mano P." Three row of men in uniforms with primarily brass instruments. Large drum on ground in center of first row embossed with Windsor Band. First row has two men on each side of drum sitting. Second row has two men kneeling or sitting on each side of drum. Back row (third row) has seven men standing behind drum. Uniform includes a cap with a logo on the front of cap.
22. Photo of firetruck in parade down Main street. Fire truck is light colored, possibly white. Has open back with ladders on each side. Four men are in back of truck with one standing on sideboard on right of truck. One man is driving and another standing in the cab. Background shows a packed street of men, women and children. Storefront in background is three buildings. A smaller two story building is partially visible on left rear. A taller two story brick building dominates center of background. It has three storefronts. Center is signed as Roy's Market and has CocaCola signs on each side of main signage. Storefront to its right is labeled Gamblers. A smaller one story building is partially visible to the far right of photo and is signed "Ols" People are watching parade on the roof of this building. Truck is moving left to right. (Parade #1)
23. Photo of fire truck in parade along Main Street Second of three parade photos of fire trucks. This is second firetruck. This truck has a closed cab. Door of truck is labeled Windsor Severance Fir Dept. Three men are in the back of truck and one man is standing on the right side rail of truck. Two men appear to be in cab of truck. There is a large crowd of men, women, and children watching parade on sidewalk in background of photo. Truck is at an intersection and cars can be seen parked along both sides of side street. A partially visible two story brick building is at far left of side street. Opposite side is a street lamp in front of a barber shop. The

barber pool is visible on the small building. Next to it is a two story brick building with Club Café in the storefront window. A larger two story building is partially seen to the far right of the background. Large trees are seen above the buildings in the top of the photo. Truck is moving left to right. This is the section of the street to the left of the previous photo. (Parade #2)

24. Photo of firetruck in parade along Main Street. Truck is heading right to left. Third in the series. Five men are in open back of truck and two men are seated in the open cab. Ladders hang on the side of the truck. Truck says "Windsor Colo Fire Dept" on its side. Large crowd of men, women, and children on sidewalk. Barber shop is small building on left. Center building is the Club Café. A boy is watching parade from open second story window. A third brick building is partially seen on right background of building. It is taller than the Club Café building to its left.(Parade #3)
25. Photo labeled Windsor High School 1930. Photo is of students and teachers in four rows. First row is seated, second row is kneeling and on chairs with third and fourth rows standing. There are 39 men and boys in the seated row. There are 46 men, women, and girls in the second row. There are forty-seven women & girls and one man in the third row. There are forty men & boys and two women in the fourth row.
26. Photo of farm operations. Center of photo is horse pulling a flatbed wagon with man standing at its rear. There are additional wagons and men standing in the background on both sides of the photo. The foreground shows a vegetable, possibly sugar beets in a field. Photo appears to be an original due to its coloration.
27. Man standing on an early tractor. Man is in jacket and hat and is looking back at the photographer. Tractor appears to be tilling a field.



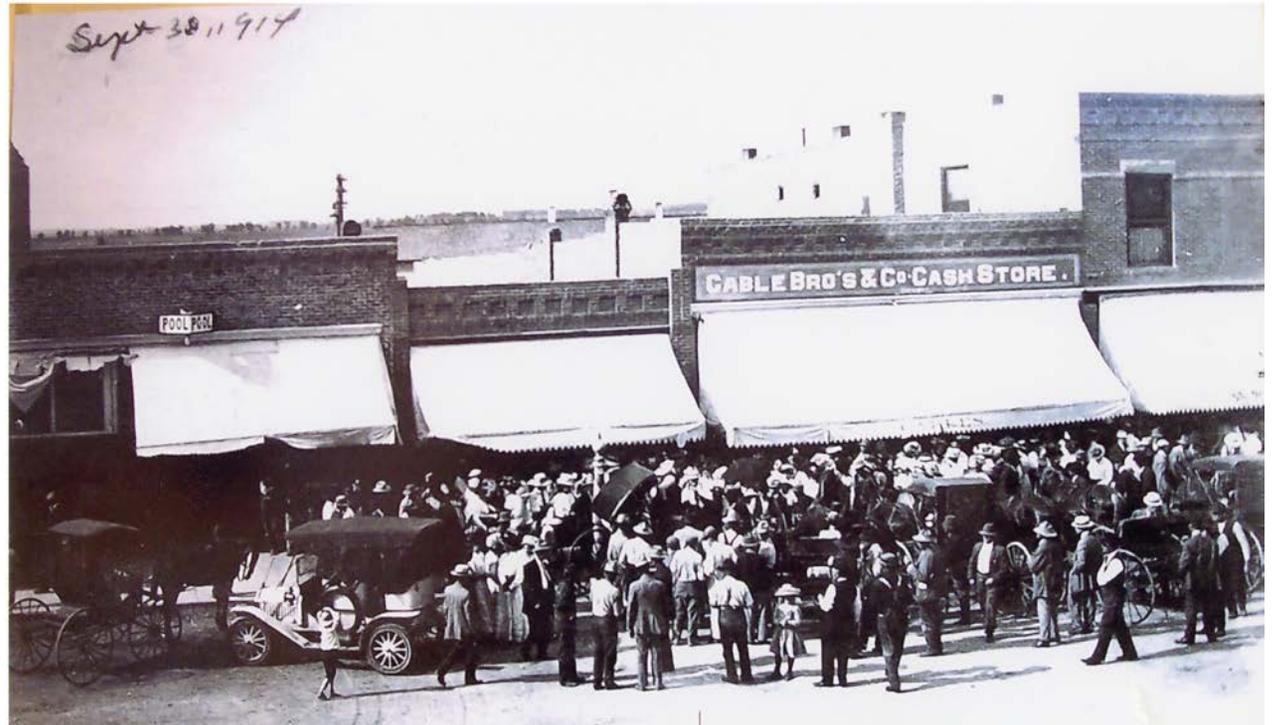








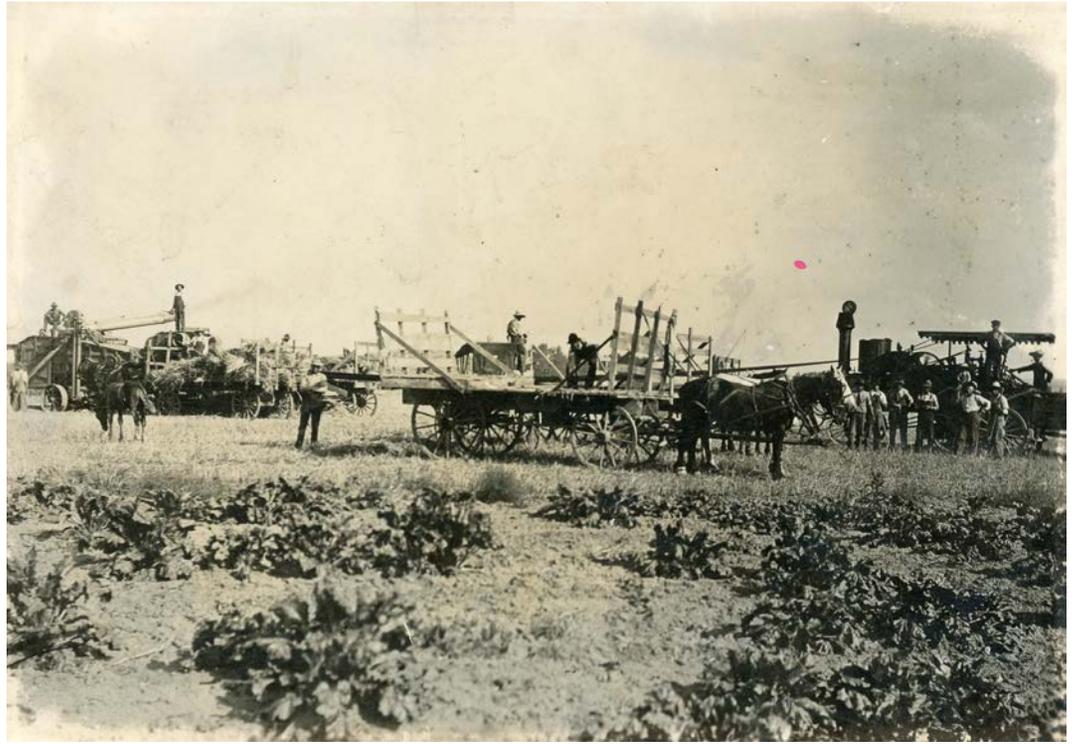














**Town of Windsor**  
**Department of Parks, Recreation, and Culture**  
**Culture Division**  
**250 N. 11<sup>th</sup> Street \* Windsor, CO 80550**

## Potential Acquisition Form



**Source:**

- Donation
- Staff Acquired
- Transfer / Exchange
- Purchase

Name: Sandy Brug Date: 11-18-2016  
 Address: 512 Walnut St.  
 City: Windsor State: CO Zip Code: 80550  
 Phone: 970-686-2122 Email: \_\_\_\_\_

Price: not assessed Estimated Value (for donation or transfer/exchange)

**Description and Provenance of Object(s):**

- Game system, original “Game Boy Compact Video Game System” in original box. Grey. Three game cartridges and set of ear buds.
- Portable CD player. Purple and clear plastic with headphones.
- Portable tape player. Walkman, Sport. Yellow. Tape and AM/FM radio player, with headphones.

**Museum Staff Recommendation:**

Date: 11/18//2016

Accept into Museum Permanent Collection:  Accept  Decline

Accept into Museum Education Collection:  Accept  Decline

Reason for Decision:

Aligns with mission

Has established provenance/story

Good Condition

Has exhibit potential

Fills gap in collection

Space to store

Other: \_\_\_\_\_

**Parks, Recreation, and Culture Advisory Board (PReCAB) Decision:**

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

Accept into Museum Permanent Collection:  Accept  Decline

Accept into Museum Education Collection:  Accept  Decline

Reason for Decision: \_\_\_\_\_

**Town Board Decision:**

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

Accept into Museum Permanent Collection:  Accept  Decline

Accept into Museum Education Collection:  Accept  Decline

Reason for Decision: \_\_\_\_\_

**Signatures:**

\_\_\_\_\_  
Art & Heritage Manager or Director of Parks, Recreation, and Culture Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor, Town of Windsor

\_\_\_\_\_  
Date



## MEMORANDUM

**Date:** January 9, 2017  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Dennis Wagner, Director of Engineering  
**Re:** Resolution Approving Contract with State of Colorado for Windsor's contribution to funding North I-25 improvements  
**Item #:** B.10.

### **Background / Discussion:**

On April 11, 2016, the Town Board approved Resolution 2016-22 in support of the efforts of the Colorado Department of Transportation and North Front Range Metropolitan Planning Organization to secure funding for necessary improvements to Interstate Highway 25 between State Highway 402 and State Highway 14. The resolution also included Windsor's willingness to allocate local matching funds in the amount of \$1 million spread over fiscal years 2017-2019, if CDOT and/or NFRMPO were successful in securing other Federal financing for the I-25 improvements.

CDOT was successful in securing the Federal financing and the attached Contract with CDOT obligates Windsor's funding up to \$1 million.

### **Financial Impact:**

\$333,333 each January in 2017-2019

### **Recommendation:**

Recommend approval of resolution.

### **Attachments:**

Resolution  
Contract with CDOT

TOWN OF WINDSOR

RESOLUTION NO. 2017-09

A RESOLUTION APPROVING AND ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR AND COLORADO DEPARTMENT OF TRANSPORTATION WITH RESPECT TO IMPROVEMENTS TO INTERSTATE HIGHWAY 25

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

WHEREAS, the Town has a long history of cooperative relations with the Colorado Department of Transportation (“CDOT”); and

WHEREAS, on April 11, 2016, the Town Board adopted Resolution No. 2016-22, the terms of which are incorporated herein by this reference as if set forth fully; and

WHEREAS, Resolution No. 2016-22 contains the Town’s commitment to assist with funding of improvements to Interstate Highway 25 (“I-25”) over a three-year period, beginning in 2017; and

WHEREAS, CDOT has presented the attached Contract (“Contract”), under which the proposed highway improvements will be undertaken and completed; and

WHEREAS, the Contract contains terms necessary to carry out the Town’s earlier commitment to assist with funding the improvements; and

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

WHEREAS, the Town Board reaffirms its commitment to fund improvements to I-25, and by this Resolution desires to approve the Contract as more specifically set forth below.

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

1. The attached Contract between the Town of Windsor and the Colorado Department of Transportation, is hereby approved and adopted.
2. The Mayor is hereby authorized to execute the attached Intergovernmental Agreement on behalf of the Town

3. The Town reaffirms the appropriation of funding for fiscal year 2017 in the amount of Three-Hundred-Thirty-Three Thousand Three-Hundred Thirty-Three dollars (\$333,333.00) for this Contract.
4. Any Town contributions to the Contract in future fiscal years shall be subject to appropriation in the annual budget for each such future fiscal year.
5. The Town Attorney is authorized to make such modifications to the form of the attached Intergovernmental Agreement as may be necessary to carry out the intent of this Resolution.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 9<sup>th</sup> day of January, 2017.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

(Local \$CDOTWRK)  
PROJECT: I-25 North: SH 402 – SH 14 (21506)  
REGION 4 (dz)

Routing # 17-HA4-XC-00052  
SAP # 331001550  
**FOR CDOT TRACKING PURPOSES**  
(subject to change).

## CONTRACT

**THIS CONTRACT** made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, (the “Contract”) by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation (the “State”) and the Town of Windsor (the “Local Agency”), the State and the Local Agency together shall be referred to as the “Parties” and individually as “Party.”

### **RECITALS**

1. The Local Agency has made funds available for Project SH 402 – SH 14 (21506), which shall consist of improvements to North Interstate-25 (the “Project” or “Work”) and desires to contribute funds for the Project, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this Contract and to expend its funds for the Project. A copy of this ordinance or resolutions is attached hereto and incorporated herein as **Exhibit B**.
2. Required approval, clearance, and coordination have been accomplished from and with appropriate agencies.
3. This Contract is executed under the authority of CRS §§ 29-1-203, 43-1-110, 43-1-116, 43-2-101(4)(c), 43-2-144, and **Exhibit B**.
4. The Local Agency has funds available and desires to provide the funding for the improvements, as described in Section 4.
5. Pursuant to CRS § 43-2-104.5, as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the State or Local Agency highway system.
6. The Local Agency anticipates design and construction improvements to North Interstate-25. The State has completed and submitted a preliminary Scope of Work describing the general nature of the Work. The Local Agency understands that before the Work begins, the Scope of Work may be revised as a result of design changes made by the State, in coordination with the Local Agency, in its internal review process.
7. The Parties hereto desire to agree upon the division of responsibilities with regard to the Project.

## **THE PARTIES NOW AGREE THAT:**

### **Section 1. Scope of Work**

The Work under this Contract shall consist of improvements to North Interstate-25, for which the Local Agency shall provide funding and the State shall be responsible for the design and construction of the improvements. The Project will take place from approximately just north of State Highway 402 to just south of State Highway 14, between Johnstown/Loveland and Fort Collins, Colorado. The Work includes improvements, constructions and replacements, as described in **Exhibit A**.

### **Section 2. Order of Precedence**

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

1. This Contract
2. **Exhibit A** (Scope of Work)
3. Other Exhibits in descending order of their attachment.

### **Section 3. Term**

This Contract shall be effective upon approval of the State Controller or designee. The term of this Contract shall continue through the completion and final acceptance of the Project by the State, the Federal Highway Administration (“FHWA”), and the Local Agency.

### **Section 4. Project Funding Provisions**

A. The Local Agency is prepared to provide their portion of the funding for the Work, as provided in §4.B and as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this Contract and to expend its funds for the Project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

**B. The maximum amount payable by the Local Agency under this Contract shall be 1,000,000.00**, unless such amount is increased by an appropriate written modification to this Contract executed before any increased cost is incurred. It is understood and agreed by the Parties that the total cost of the Work stated herein is the best estimate available, based on the design data as approved at the time of execution of this Contract, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the Parties prior to bid and award.

C. The Parties agree that this Contract is contingent upon all funds designated for the Project herein being made available from State sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the Contract may be terminated by either Party, provided that any Party terminating its interest and obligations herein shall not be relieved of any obligations

which existed prior to the effective date of such termination or which may occur as a result of such termination.

### **Section 5. Project Payment Provisions**

A. The Local Agency shall reimburse the State for incurred costs relative to the Project following the Local Agency's review and approval of such charges, subject to the terms and conditions of this Contract.

B. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:

1. Upon receipt of each bill from the State, the Local Agency shall remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the Parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.

C. The State shall prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the Project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices shall be prepared in accordance with the State's standard policies, procedures and standardized billing format.

### **Section 6. State and Local Agency Commitments**

A. Design [if applicable]

1. If the Work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), CDOT shall comply with the following requirements, as applicable:
  - a. perform or provide the Plans, to the extent required by the nature of the Work.
  - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway

Transportation Officials (“AASHTO”) manual or other standard, such as the Uniform Building Code, as approved by CDOT.

- c. prepare special provisions and estimates in accord with the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
- d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
- e. stamp the Plans produced by a Colorado Registered Professional Engineer.
- f. provide final assembly of Plans and Contract documents.
- g. be responsible for the Plans being accurate and complete.
- h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the Parties. The Plans shall be considered final when approved and accepted by the Parties hereto, and when final they shall be deemed incorporated herein.

B. Construction [if applicable]

- 1. If the Work includes construction, CDOT shall perform the construction in accordance with the approved design plans. Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement.
- 2. If the State is the responsible Party:
  - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (“SAPE”), to perform that administration. The SAPE shall administer the Project in accordance with this Contract, the requirements of the construction contract and applicable State procedures.
  - b. if bids are to be let for the construction of the Project, the State shall, in conjunction with the Local Agency, advertise the call for bids and upon concurrence by the Local Agency will award the construction contract(s) to the low responsive, responsible bidder(s).
    - (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112, 23 CFR 633 and 635, and CRS § 24-92-101 *et seq.* Those requirements include, without limitation, that the State and Local Agency shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).

- (2) the Local Agency has the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare its concurrence or non-concurrence within 3 working days after said bids are publicly opened.
  - (3) by indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this Project if no additional federal-aid funds will be made available for the Project.
- c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635 (B), Force Account Construction.

#### **Section 7. ROW Acquisition and Relocation [if applicable]**

If the Project includes a right of way, prior to this project being advertised for bids, the State will certify in writing that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required. The Work to be designed and constructed by CDOT under the Project shall be on CDOT right of way (“ROW”).

Any acquisition/relocation activities must comply with: all applicable federal and State statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR P24); CDOT’s Right of Way Manual; and CDOT’s Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and ROW incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in ROW acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in ROW acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency’s and the State’s responsibilities for each option is specifically set forth in CDOT’s Right of Way Manual. The manual is located at [http://www.dot.state.co.us/ROW\\_Manual/](http://www.dot.state.co.us/ROW_Manual/).

If ROW is purchased for a State highway, including areas of influence of the State highway, the

Local Agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

### **Section 8. Utilities**

If necessary, the responsible Party shall be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the responsible Party shall certify in writing that all such clearances have been obtained.

### **Section 9. Railroads**

Reserved.

### **Section 10. Environmental Obligations**

The State shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (“NEPA”) as applicable.

### **Section 11. Maintenance Obligations**

The State shall maintain and operate the improvements constructed under this Contract at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. The State will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances, and regulations. The State and FHWA shall make periodic inspections of the Project to verify that such improvements are being adequately maintained.

### **Section 12. Record Keeping**

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this Contract. The State shall maintain such records for a period of 6 years after the date of termination of this Contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency and FHWA to inspect the Project and to inspect, review, and audit the Project records.

### **Section 13. Termination Provisions**

This Contract may be terminated as follows:

A. Termination for Convenience. The State may terminate this Contract at any time the State determines that the purposes of the distribution of moneys under the Contract would no longer be

served by completion of the Project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least 20 days before the effective date of such termination.

B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this Contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract for cause by giving written notice to the Local Agency of its intent to terminate and at least 10 days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Local Agency under this Contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this Contract.

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

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

#### **Section 14. Legal Authority**

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

#### **Section 15. Representatives and Notice**

All communications relating to activities for the Work shall be exchanged between representatives of the State's Transportation Region 4 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either Party may from time to time designate in writing new or substitute representatives.

If to the State:  
Katrina Kloberdanz  
CDOT Region 4  
10601 W. 10<sup>th</sup> St.

If to the Local Agency:  
Dennis Wagner  
Town of Windsor  
301 Walnut St.

Greeley, Colorado 80634  
970.350.2211  
Katrina.Kloberdanz@state.co.us

Windsor, Colorado 80550  
970.674.2406  
dwagner@windsorgov.com

### **Section 16. Successors**

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

### **Section 17. Third Party Beneficiaries**

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

### **Section 18. Governmental Immunity**

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

### **Section 19. Severability**

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

### **Section 20. Waiver**

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

## **Section 21. Entire Understanding**

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

## **Section 22. Survival of Contract Terms**

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

## **Section 23. Modification and Amendment**

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

## **Section 24. Disputes**

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the Contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

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

<p style="text-align: center;"><b>THE LOCAL AGENCY</b> <b>Town of Windsor</b></p> <p>Print: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b><u>STATE OF COLORADO</u></b> <b><u>John W. Hickenlooper, GOVERNOR</u></b> Colorado Department of Transportation Shailen P. Bhatt, Executive Director</p> <p>_____</p> <p style="text-align: center;">By: Joshua Laipply, P.E., Chief Engineer</p> <p>Date: _____</p>
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<p style="text-align: center;">2nd Local Agency Signature if needed</p> <p>Print: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>LEGAL REVIEW</b> Cynthia H. Coffman, Attorney General</p> <p>By: _____</p> <p style="text-align: center;">Signature - Assistant Attorney General</p>
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate.**

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
Colorado Department of Transportation

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

# Exhibit A

## North Interstate 25 Phase 1 Project

### Scope of Work

The Colorado Department of Transportation (“CDOT”) will complete the North Interstate 25 Phase 1 Project (Hereinafter referred to as “this work”). The project is located on I-25 approximately from just north of State Highway 402 to just south of State Highway 14, covering 14 miles in length between Johnstown/Loveland and Fort Collins, Colorado.

I-25 is the primary north-south route through Colorado, and is the only continuous north-south interstate route in the state, providing access to, through, and from northern Colorado. This segment of I-25 currently has two general purpose lanes in each direction. The project adds a third travel lane in both directions to be operated as a tolled express lane which will accommodate high occupancy vehicles and charge tolls.

### Elements of Project Scope:

- Increase capacity by adding an express lane in both directions
- Provide a painted buffer to separate the express lane from general purpose travel
- Construct wider shoulders
- Replace or rehabilitate aging bridges, and widen additional structures
- Improve multi-modal access to regional transit to promote mode shift
- Improve bus service performance and reduce each total trip time by adding new bus slip ramps to access a new Park-n-Ride
- Create new pedestrian and bicycle access under I-25 at Kendall Parkway
- Connect the Cache la Poudre River Regional Trail under I-25, also to serve as a wildlife corridor

By way of a Design Build (DB) contract and using a best value evaluation method, CDOT will select a contractor that will Design and Build this project, including innovations to save time and resources. This approach leaves exact elements intentionally undefined.

Local Agencies have contributed funds for improvements to I-25 included in this work.



## Exhibit B

### TOWN OF WINDSOR

#### RESOLUTION NO. 2016-22

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

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

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

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

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

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

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

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

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

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

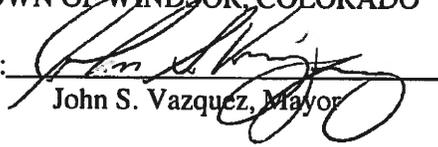
WHEREAS, by this Resolution, the Town wishes to reaffirm its support for funding strategies aimed at bringing about improvements to I-25.

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

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

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

TOWN OF WINDSOR, COLORADO

By:   
John S. Vazquez, Mayor

ATTEST:

  
Patti Garcia, Town Clerk





## MEMORANDUM

**Date:** January 9, 2017  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Patti Garcia, Town Clerk/Assistant to Town Manager  
**Re:** Cancellation of Town Board Meetings – February 20, 2017 & March 13, 2017  
**Item #:** B.11.

**Background / Discussion:**

Staff is recommending cancellation of two upcoming meetings:

- February 20, 2017 due to the President's Day holiday and Town Hall will be closed, and
- March 13, 2017 as a majority of the Town Board members will be attending the Congressional City Conference in Washington, DC from March 11-15, 2017.

Contingent upon any pending land-use issues, Special Meetings may be called on February 21, 2017, March 6, 2017 or March 27, 2017. Staff will keep the Town Board apprised of any developing issues that may cause for a Special Meeting to be called.

# Report of Bills

December 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				
78880	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATIONS	12/02/2016	15.00
78913	OKLAHOMA CENTRALIZED SUPPORT REGISTRY	WAGE ASSIGNMENT	12/02/2016	156.85
78931	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	12/05/2016	276.92
78932	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	12/05/2016	296.57
78945	WELD COUNTY DRUG TASK FORCE	MUNICIPAL COURT COLLECTIONS	12/08/2016	1,323.00
78950	VISION SERVICE PLAN	VISION INSURANCE	12/08/2016	2,261.47
78952	AFLAC	EMPLOYEE BENEFITS - NOVEMBER	12/08/2016	841.60
78972	SAFEBUILT INC.	OCTOBER REIMBURSEMENT	12/08/2016	111,119.50
78989	STANDARD INSURANCE COMPANY	SHORT TERM / LONG TERM DISABILITY	12/08/2016	4,551.00
79040	AFLAC	EMPLOYEE BENEFITS - NOVEMBER 2016	12/16/2016	751.54
79050	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATIONS	12/16/2016	15.00
79051	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	12/16/2016	276.92
79052	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	12/16/2016	296.57
79086	DEPARTMENT OF REVENUE STATE OF COLORADO	SALES TAX PAYABLES	12/16/2016	71.00
79100	OKLAHOMA CENTRALIZED SUPPORT REGISTRY	WAGE ASSIGNMENT	12/16/2016	156.85
79110	TOWN OF WINDSOR SALES TAX	SALES TAX PAYABLE	12/16/2016	94.89
79154	SAFEBUILT INC.	BUILDING PERMIT REIMBURSEMENT	12/22/2016	95,326.51
79186	COLORADO DEPARTMENT OF LABOR & EMPLOYMENT	ADDITIONAL PAYMENT TO CORRECT 1ST QTR	12/22/2016	516.34
Total for Department: 000 NO PROJECT CODE				218,347.53
Department: 410 TOWN CLERK/CUSTOMER				
78936	COREN PRINTING, INC.	ENVELOPES	12/08/2016	80.91
78954	OFFICE DEPOT	OFFICE SUPPLIES	12/08/2016	43.51
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	25.92
78973	GREELEY TRIBUNE	2016-1526 2ND	12/08/2016	54.54
79054	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	12/16/2016	150.00
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	6.17
79076	CARD SERVICES	CMCA/CGFOA CONFERENCE	12/16/2016	562.99
79091	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEES	12/16/2016	14.70
Total for Department: 410 TOWN CLERK/CUSTOM				938.74
Department: 411 MAYOR & TOWN BOARD				
78922	AMAZON/SYNCB	FRAMES	12/02/2016	50.09
78960	THOMAS R ECKRICH	LONGEVITY PLAQUES	12/08/2016	90.00
79076	CARD SERVICES	COFFEE WITH THE MAYOR	12/16/2016	153.72
79101	PAUL RENNEMEYER	2017 CONGRESSIONAL CITIES CONFERENCE AI	12/16/2016	634.20
79161	KRISTIE MELENDEZ	CHRISTMAS CARD POSTAGE	12/22/2016	20.68
Total for Department: 411 MAYOR & TOWN BOAR				948.69
Department: 412 MUNICIPAL COURT				
78936	COREN PRINTING, INC.	ENVELOPES	12/08/2016	50.00
79029	MICHAEL E MANNING	MUNICIPAL COURT JUDGE SERVICES	12/16/2016	1,410.00
79054	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	12/16/2016	100.00
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	6.59
79130	MICHAEL E MANNING	MUNICIPAL COURT JUDGE SERVICES	12/22/2016	1,410.00
79187	ALLA SELETSKAYA	TRANSLATIONS SERVICES	12/22/2016	100.00
Total for Department: 412 MUNICIPAL COURT				3,076.59
Department: 413 TOWN MANAGER				
78936	COREN PRINTING, INC.	ENVELOPES	12/08/2016	80.91
78954	OFFICE DEPOT	OFFICE SUPPLIES	12/08/2016	8.54
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	9.72
79000	KENNETH BRENEMAN	PRIDE MONTHLY WINNER	12/08/2016	25.00
79016	SPECTRA, BY COMCAST SPECTACOR	END OF YEAR BANQUET CATERING	12/08/2016	5,947.20
79025	COREN PRINTING, INC.	PRIDE CARDS	12/16/2016	33.00
79054	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	12/16/2016	50.00
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	15.37
79071	BRENT HOGSETT	PRIDE TIER 1 WINNER	12/16/2016	25.00
79076	CARD SERVICES	GREELEY TRIB AUTO PAY	12/16/2016	360.75
79091	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEES	12/16/2016	4.90
Total for Department: 413 TOWN MANAGER				6,560.39

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 415 FINANCE				
78870	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	12/02/2016	40.09
78936	COREN PRINTING, INC.	ENVELOPES	12/08/2016	80.91
78954	OFFICE DEPOT	OFFICE SUPPLIES	12/08/2016	14.22
78968	BANK OF COLORADO	GIFT CARD - RESTOCK INVENTORY	12/08/2016	500.00
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	16.20
78973	GREELEY TRIBUNE	NOTICE OF BUDGET	12/08/2016	22.34
79054	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	12/16/2016	1,000.00
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	26.25
79076	CARD SERVICES	DUES, MONTHLY MEETING REFRESHMENTS	12/16/2016	474.04
79091	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEES	12/16/2016	24.50
Total for Department: 415 FINANCE				2,198.55
Department: 416 HUMAN RESOURCES				
78870	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	12/02/2016	36.27
78874	SAMS CLUB DIRECT	MEMBERSHIP	12/02/2016	15.00
78936	COREN PRINTING, INC.	ENVELOPES	12/08/2016	80.91
78954	OFFICE DEPOT	OFFICE SUPPLIES	12/08/2016	8.54
78960	THOMAS R ECKRICH	LONGEVITY PLAQUES	12/08/2016	40.00
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	9.72
79028	WINDSOR LIL FLOWER SHOP	EMPLOYEE RELATIONS	12/16/2016	80.99
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	14.23
79062	HIRERIGHT, LLC	BACKGROUND CHECKS	12/16/2016	725.93
79076	CARD SERVICES	NCHRA LUNCH	12/16/2016	1,403.50
79091	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEES	12/16/2016	4.90
79165	COLORADO HEALTH MEDICAL GROUP	EMPLOYMENT SCREENINGS	12/22/2016	598.00
Total for Department: 416 HUMAN RESOURCES				3,017.99
Department: 418 LEGAL SERVICES				
78896	LAWRENCE JONES CUSTER GRASMICK	13CW3026 OPPOSITION TO ARAPAHOE COUNT'	12/02/2016	10,356.20
78901	WEST PUBLISHING CORPORATION	WEST LAW SUBSCRIPTION 09/01-09/30/2016	12/02/2016	720.35
78936	COREN PRINTING, INC.	ENVELOPES	12/08/2016	80.91
78954	OFFICE DEPOT	OFFICE SUPPLIES	12/08/2016	5.70
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	6.48
79054	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	12/16/2016	50.00
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	12.19
79084	SPENCER FANE BRITT & BROWNE LLP	BUILDING AUTHORITY LEGAL SERVICES	12/16/2016	423.50
79091	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEES	12/16/2016	9.80
79162	LAWRENCE JONES CUSTER GRASMICK	BROE	12/22/2016	5,481.82
79167	WEST PUBLISHING CORPORATION	WEST LAW SUBSCRIPTION 11/1-11/31/2016	12/22/2016	720.35
Total for Department: 418 LEGAL SERVICES				17,867.30
Department: 419 PLANNING & ZONING				
78936	COREN PRINTING, INC.	ENVELOPES	12/08/2016	80.91
78954	OFFICE DEPOT	OFFICE SUPPLIES	12/08/2016	14.22
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	19.44
78973	GREELEY TRIBUNE	CUG CROSSROADS	12/08/2016	184.40
79011	GOULD EVANS, P.C.	DEVELOPMENT CODE UPDATE PROFESSIONAL	12/08/2016	7,900.00
79054	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	12/16/2016	100.00
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	21.12
79076	CARD SERVICES	RENEWAL FEES - AICP	12/16/2016	2,014.00
79091	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEES	12/16/2016	19.60
79118	GOULD EVANS, P.C.	DEVELOPMENT CODE UPDATE PROFESSIONAL	12/16/2016	8,050.00
Total for Department: 419 PLANNING & ZONING				18,403.69
Department: 420 ECONOMIC DEVELOPMENT				
78936	COREN PRINTING, INC.	ENVELOPES	12/08/2016	80.91
78954	OFFICE DEPOT	OFFICE SUPPLIES	12/08/2016	5.70
78960	THOMAS R ECKRICH	LONGEVITY PLAQUES	12/08/2016	40.00
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	3.24
79054	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	12/16/2016	50.00
79058	KING SOOPERS	GROUP LUNCH & LEARN	12/16/2016	19.65
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	18.55
79073	E-470 PUBLIC HIGHWAY AUTHORITY	TOLL CHARGES	12/16/2016	1.50
79076	CARD SERVICES	BUSINESS DEVELOPMENT	12/16/2016	486.96
79091	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEES	12/16/2016	9.80
Total for Department: 420 ECONOMIC DEVELOPM				716.31

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 421 POLICE DEPARTMENT				
78870	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	12/02/2016	69.25
78873	XCEL ENERGY	UTILITIES	12/02/2016	1,918.27
78936	COREN PRINTING, INC.	BUSINESS CARDS/B. HOGSETT/C. LOOS	12/08/2016	106.00
78943	CENTURYLINK	PHONE SERVICE	12/08/2016	307.37
78960	THOMAS R ECKRICH	LONGEVITY PLAQUES	12/08/2016	120.00
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	87.48
79024	CHEMATOX LABORATORY INC	BLOOD ALCOHOL TEST/16-13144	12/16/2016	50.00
79044	OFFICE DEPOT	OFFICE SUPPLIES	12/16/2016	98.19
79054	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	12/16/2016	800.00
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	44.98
79064	LEXISNEXIS RISK SOLUTIONS	CO PEACE OFFICERS HANDBOOKS/QTY 20	12/16/2016	566.61
79066	GARDEN VALLEY VET HOSPITAL	PET RECOVERY/BOARDING/QTY 8 DAYS	12/16/2016	190.00
79070	POUDRE VALLEY HEALTH SYSTEM	SANE EXAM/16-13411	12/16/2016	595.92
79083	EVIDENT, INC	NARK KITS	12/16/2016	472.01
79089	SUSANNAH VARGAS	MEETING AT BLACKHAWK PD	12/16/2016	99.36
79091	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEES	12/16/2016	29.40
79098	KNOX FLEET & DISPLAY, LLC	LAMINATED "OFFICER" OUTDOOR SIGNS/QTY	12/16/2016	946.17
79107	VERIZON WIRELESS - VSAT NORTH	SMS PRESERVATION	12/16/2016	100.00
79123	KENYON P JORDAN	JOB SUITABILITY ASSESSMENT	12/16/2016	225.00
79138	CIRSA	CLAIM DEDUCTIBLE	12/22/2016	1,000.00
79145	MAIL N COPY	TASER SENT FOR REPAIR	12/22/2016	37.60
79153	KINSCO, LLC	CARGO PANTS/QTY 1/C RUSCH	12/22/2016	104.03
79164	MOTOROLA SOLUTIONS, INC.	RADIO	12/22/2016	4,069.06
79189	POLICE EVIDENCE AUDITS, INC	EVIDENCE TECHNICIAN TRAINING	12/22/2016	175.00
Total for Department: 421 POLICE DEPARTMENT				12,211.70
Department: 428 RECYCLING				
78873	XCEL ENERGY	UTILITIES	12/02/2016	30.19
78898	AIR COMFORT, INC	NEW HEATER FOR GATE SHACK	12/02/2016	1,364.23
79027	WASTE MANAGEMENT OF COLORADO	RECYCLE PULLS	12/16/2016	939.33
79170	ULTIMATE SPECIALTIES LLC	REPAIR TO CARDBOARD COMPACTOR	12/22/2016	1,879.82
Total for Department: 428 RECYCLING				4,213.57
Department: 429 STREETS & ALLEYS				
78870	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	12/02/2016	32.15
78876	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	12/02/2016	2,685.59
78879	DAVID S. WILLIAMS	PAVEMENT MARKING/STRIPING	12/02/2016	1,725.00
78884	DON KEHNS CONSTRUCTION, INC.	ROAD BASE IN# 50768	12/02/2016	2,628.51
78886	SCHNEIDER'S PAVING, LLC	ASPHALT PATCH RIVER WEST DR.	12/02/2016	70,769.00
78908	HELENA A. GERKIN	UNIFORMS	12/02/2016	297.71
78938	VERIZON WIRELESS SERVICES LLC	TOWN BILL BOARDS	12/08/2016	118.72
78939	MANWEILER HARDWARE, INC	MISC. HARDWARE	12/08/2016	148.02
78941	XCEL ENERGY	UTILITIES	12/08/2016	25,721.88
78949	JAX INC.	UNIFORMS	12/08/2016	567.90
78960	THOMAS R ECKRICH	LONGEVITY PLAQUES	12/08/2016	120.00
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	16.20
78980	BOMGAARS	UNIFORMS	12/08/2016	64.99
78981	LARIMER COUNTY SOLID WASTE	RUBBLE COMMERCIAL 05-00856288	12/08/2016	1,078.11
79002	CITY OF LOVELAND - PUBLIC WORKS/TRAFFIC DIVISIO	2016 TRAFFIC SIGNAL MAINTENANCE	12/08/2016	5,504.00
79039	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	12/16/2016	1,133.77
79044	OFFICE DEPOT	OFFICE SUPPLIES	12/16/2016	269.97
79076	CARD SERVICES	COLORADO LTAP CLASS	12/16/2016	200.00
79128	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	12/22/2016	19.53
79141	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	12/22/2016	4,989.90
Total for Department: 429 STREETS & ALLEYS				118,090.95

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 430 PUBLIC WORKS				
78870	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	12/02/2016	487.54
78873	XCEL ENERGY	UTILITIES	12/02/2016	883.85
78874	SAMS CLUB DIRECT	PLASTIC WARE FOR QUARTERLY MEETING	12/02/2016	41.72
78894	E-470 PUBLIC HIGHWAY AUTHORITY	TOLL CHARGES - UNIT 05	12/02/2016	5.56
78960	THOMAS R ECKRICH	LONGEVITY PLAQUES	12/08/2016	40.00
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	6.48
79044	OFFICE DEPOT	OFFICE SUPPLIES	12/16/2016	216.99
79054	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	12/16/2016	150.00
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	7.44
79067	DATAPRINT SERVICES, LLC	TRIM INSERTS	12/16/2016	414.73
79068	AT&T MOBILITY II LLC	ALERT MONITORS WIRELESS SERVICE	12/16/2016	86.00
79073	E-470 PUBLIC HIGHWAY AUTHORITY	TOLL CHARGES	12/16/2016	1.67
79076	CARD SERVICES	MEETING REFRESHMENTS	12/16/2016	430.58
79091	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEES	12/16/2016	4.90
79129	GENERAL AIR SERVICE AND SUPPLY CO	WELDING SUPPLIES	12/22/2016	85.27
79136	CENTURYLINK	PHONE SERVICE	12/22/2016	48.77
79145	MAIL N COPY	LAMINATION	12/22/2016	51.74
Total for Department: 430 PUBLIC WORKS DEPAR				2,963.24
Department: 431 ENGINEERING DEPARTMENT				
78894	E-470 PUBLIC HIGHWAY AUTHORITY	TOLL CHARGES - UNIT 115	12/02/2016	3.98
78936	COREN PRINTING, INC.	ENVELOPES	12/08/2016	80.91
78947	AMERICAN WATER WORKS ASSOCIATION	MEMBERSHIP DUES	12/08/2016	85.00
78954	OFFICE DEPOT	OFFICE SUPPLIES	12/08/2016	150.16
78955	ACE HARDWARE, LLC	TAPE, SPADE, TORCH	12/08/2016	79.95
78960	THOMAS R ECKRICH	LONGEVITY PLAQUES	12/08/2016	80.00
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	22.68
79054	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	12/16/2016	150.00
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	13.37
79073	E-470 PUBLIC HIGHWAY AUTHORITY	TOLL CHARGES	12/16/2016	1.66
79091	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEES	12/16/2016	29.40
Total for Department: 431 ENGINEERING DEPART				697.11
Department: 432 CEMETERY				
78873	XCEL ENERGY	UTILITIES	12/02/2016	602.99
78939	MANWEILER HARDWARE, INC	ROPE, TARP, PAINT, CONCRETE	12/08/2016	63.49
78960	THOMAS R ECKRICH	LONGEVITY PLAQUES	12/08/2016	40.00
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	3.24
79091	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEES	12/16/2016	4.90
Total for Department: 432 CEMETERY				714.62
Department: 433 COMMUNITY EVENTS				
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	2.85
79172	DISPLAY SALES COMPANY	HOLIDAY LIGHTS	12/22/2016	738.00
Total for Department: 433 COMMUNITY EVENTS				740.85

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 450 FORESTRY				
78874	SAMS CLUB DIRECT	MEMBERSHIP FEE - K KAMAMURA	12/02/2016	77.80
78887	METAL DISTRIBUTORS	ANGLE IRON FOR PUMP	12/02/2016	112.00
78939	MANWEILER HARDWARE, INC	SPRAY PAINT	12/08/2016	10.78
78955	ACE HARDWARE, LLC	ADAPTER & PVC CAP	12/08/2016	3.28
78960	THOMAS R ECKRICH	LONGEVITY PLAQUES	12/08/2016	40.00
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	6.48
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	2.85
79076	CARD SERVICES	ISA MEMBERSHIP	12/16/2016	1,272.65
79090	FAIRBANK EQUIPMENT, INC	WATER TANK & PUMP	12/16/2016	1,144.09
79127	JORDAN'S TREE MOVING & MAINTENANCE, INC	TREE REMOVAL	12/22/2016	12,805.00
79131	MANWEILER HARDWARE, INC	CHRISTMAS LIGHTS	12/22/2016	208.32
79155	CONSORT DISPLAY GROUP	WINTER BANNERS	12/22/2016	597.43
Total for Department: 450 FORESTRY				16,280.68
Department: 451 RECREATION				
78874	SAMS CLUB DIRECT	CONCESSIONS SUPPLIES	12/02/2016	100.31
78889	HIGHLAND PARK LANES	UPWARD BOWLING - OCTOBER	12/02/2016	193.20
78900	DENEICE J DYER	NOVEMBER CLASSES	12/02/2016	354.20
78906	FRONT RANGE FREEDOM INSTITUTE LLC	ULTIMATE BABYSITTER CLASS - 11/21/16	12/02/2016	371.70
78922	AMAZON/SYNCB	SALT HAUNTED HOUSE SUPPLIES	12/02/2016	123.76
78927	DENVER NUGGETS	JR NUGGETS JERSEYS' FOR FALL BASKETBALL	12/02/2016	8,240.00
78933	AMAZON/SYNCB	SALT SUPPLIES	12/05/2016	97.10
78939	MANWEILER HARDWARE, INC	FIELD MARKING PAINT	12/08/2016	232.61
78942	GARRETSON'S SPORT CENTER	MUSH BALLS - 16" SOFTBALLS	12/08/2016	101.94
78951	COLORADO PARKS AND RECREATION ASSOCIATION	NUGGETS SKILLS CHALLENGE REGISTRATION	12/08/2016	30.00
78955	ACE HARDWARE, LLC	SALT HAUNTED HOUSE	12/08/2016	64.89
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	29.16
78975	POWER TO PLAY SPORTS LLC	POWER TO PLAY WINTER LEAGUE - 8 TEAMS	12/08/2016	9,600.00
78993	RON LEE SCHUMACHER	CASINO GAMES FOR SENIOR NEW YEARS EVE	12/08/2016	775.00
79004	WINDSOR YOUTH CHEER	NOVEMBER POMS, MID-SEASON REGISTRANT'	12/08/2016	3,052.70
79013	MICHELLE BOROUGHS	NOVEMBER / DECEMBER CLASS	12/08/2016	700.00
79054	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	12/16/2016	750.00
79058	KING SOOPERS	STAFF LUNCH	12/16/2016	411.04
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	41.30
79076	CARD SERVICES	SENIOR TRIPS, SENIOR LUNCH	12/16/2016	1,493.26
79082	APEX LEGAL SERVICE LLC	CREATE WILL CLASS - DECEMBER	12/16/2016	612.50
79088	HUGO A FLORES	TEEN NIGHT DJ	12/16/2016	300.00
79091	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEES	12/16/2016	19.60
79121	ROBERT H AND SUZANNAH R. HARRIS	MUSIC FOR SENIOR NEW YEARS EVE PARTY	12/16/2016	400.00
79131	MANWEILER HARDWARE, INC	SOCKETS AND TOOLS	12/22/2016	28.02
79134	GARRETSON'S SPORT CENTER	HS TOURNAMENT BASKETBALLS AND SUPPLI	12/22/2016	419.69
79140	COLORADO PARKS AND RECREATION ASSOCIATION	BETH MESSERLI - MEMBERSHIP	12/22/2016	42.50
79143	LL JOHNSON DISTRIBUTING CO.	FIELD PAINT	12/22/2016	512.00
79145	MAIL N COPY	VINYL LETTERS FOR AUX. GYM HOOPS	12/22/2016	36.00
79156	GREELEY TRIBUNE	PRC AD IN CHAMBER DIRECTORY	12/22/2016	1,835.00
79157	GOLF AND SPORT SOLUTIONS, LLC	DIRT FOR CHIMNEY PARK	12/22/2016	4,731.13
Total for Department: 451 RECREATION				35,698.61
Department: 452 AQUATICS/SWIMMING POOL				
78941	XCEL ENERGY	UTILITIES	12/08/2016	280.16
79041	VICTORY SALES, INC	CARA SHIRTS	12/16/2016	146.70
79058	KING SOOPERS	LIFEGUARD SNACKS	12/16/2016	130.80
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	3.25
79060	COLORADO PARKS & WILDLIFE	BOAT REGISTRATION RENEWAL FOR 2017	12/16/2016	35.25
79114	MI SPORTS	MASTER'S SWIM CAPS	12/16/2016	330.00
79136	CENTURYLINK	PHONE SERVICE	12/22/2016	126.39
79184	HIGH COUNTRY POOLS & SPAS, INC	BASKETBALL HOOP AND ANCHORS - CPP	12/22/2016	1,419.14
Total for Department: 452 AQUATICS/SWIMMING				2,471.69

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 454 PARKS				
78870	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	12/02/2016	1,000.49
78894	E-470 PUBLIC HIGHWAY AUTHORITY	TOLL CHARGES - UNIT 117	12/02/2016	3.98
78905	CATHERINE MARY PENNINGTON	CATERING FOR PT RETREAT	12/02/2016	274.25
78909	UNITED SITE SERVICES OF COLORADO, INC	PORTABLE RESTROOM SERVICE	12/02/2016	1,955.00
78939	MANWEILER HARDWARE, INC	PARK CHARGES	12/08/2016	50.48
78941	XCEL ENERGY	UTILITIES	12/08/2016	6,274.07
78943	CENTURYLINK	PHONE SERVICE	12/08/2016	36.81
78955	ACE HARDWARE, LLC	HARDWARE	12/08/2016	257.83
78960	THOMAS R ECKRICH	LONGEVITY PLAQUES	12/08/2016	40.00
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	22.68
78980	BOMGAARS	UNIFORMS	12/08/2016	121.95
78982	BOW WOW WASTE	DOG WASTE BAGS	12/08/2016	196.00
78992	GREENLAWN SOD COMPANY	SOD	12/08/2016	832.50
79014	TRUGREEN LIMITED PARTNERSHIP	ICE MELT PALLETS	12/08/2016	453.25
79030	XCEL ENERGY	UTILITIES	12/16/2016	2,475.26
79047	ENVIROPEST	PEST CONTROL ON RED LEAF DRIVE	12/16/2016	135.00
79054	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	12/16/2016	200.00
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	8.40
79073	E-470 PUBLIC HIGHWAY AUTHORITY	TOLL CHARGES	12/16/2016	1.67
79076	CARD SERVICES	ROCK FOR FOUNDERS DRAINAGE	12/16/2016	723.36
79085	L AND M ENTERPRISES INC	MONTHLY LANDSCAPE MAINTENANCE	12/16/2016	1,120.00
79091	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEES	12/16/2016	14.70
79094	ERO RESOURCES CORPORATION	BROE PROPERTY ACQUISITION - PHASE 1 ENV	12/16/2016	3,000.00
79128	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	12/22/2016	54.24
79131	MANWEILER HARDWARE, INC	PARKS NOVEMBER CHARGES	12/22/2016	64.37
79138	CIRSA	WORKERS COMP CLAIM	12/22/2016	1,000.00
79141	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	12/22/2016	41.68
79145	MAIL N COPY	MAILING	12/22/2016	7.19
79146	HOME DEPOT	CONCRETE	12/22/2016	42.90
79150	BOBCAT OF THE ROCKIES LLC	AUGER BIT	12/22/2016	63.25
79151	PIONEER SAND COMPANY	ROCK FOR FOUNDERS	12/22/2016	155.31
79158	HIGHLAND MEADOWS GOLF COURSE, LLC	IRRIGATION SUPPLIES COSTS WH & ABERDOU	12/22/2016	1,169.49
79175	UNITED SITE SERVICES OF COLORADO, INC	PORTABLE RESTROOM SERVICES	12/22/2016	654.00
Total for Department: 454 PARKS				22,450.11
Department: 455 SAFETY/LOSS CONTROL				
79080	FASTENAL COMPANY	VENDING SUPPLIES - SAFETY	12/16/2016	333.75
Total for Department: 455 SAFETY/LOSS CONTROL				333.75
Department: 456 ART & HERITAGE				
78939	MANWEILER HARDWARE, INC	PAINT SUPPLIES FOR 1920'S OVEN REFURBISHM	12/08/2016	24.07
78941	XCEL ENERGY	UTILITIES	12/08/2016	480.17
78943	CENTURYLINK	PHONE SERVICE	12/08/2016	51.54
78966	DIGI PIX SIGNS	WINDSOR WONDERLAND DIRECTIONAL SIGNS	12/08/2016	215.76
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	6.48
78995	SECURITY AND SOUND DESIGN	QUARTERLY SECURITY MONITORING	12/08/2016	227.50
79054	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	12/16/2016	50.00
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	2.85
79076	CARD SERVICES	PARKING FOR HOUSE MUSEUM WORKSHOP	12/16/2016	22.00
79132	MOREY'S GLASS AND METALS INC	WINDOW REPAIR AT FARMHOUSE	12/22/2016	85.00
79136	CENTURYLINK	PHONE SERVICE	12/22/2016	186.41
Total for Department: 456 ART & HERITAGE				1,351.78
Department: 457 TOWN HALL				
78943	CENTURYLINK	PHONE SERVICE	12/08/2016	132.72
79031	CENTURYLINK	PHONE SERVICE	12/16/2016	632.26
79136	CENTURYLINK	PHONE SERVICE	12/22/2016	64.44
Total for Department: 457 TOWN HALL				829.42
Total for Fund:01 GENERAL FUND				491,123.86
Fund: 03 CONSERVATION TRUST FUND				
Department: 454 PARKS				
78973	GREELEY TRIBUNE	NOTICE OF FINAL PAYMENT - TRAIL IMPROVE	12/08/2016	28.00
Total for Department: 454 PARKS				28.00
Total for Fund:03 CONSERVATION TRUST FUND				28.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 04 CAPITAL IMPROVEMENT FUND				
Department: 429 STREETS & ALLEYS				
78872	CONNELL RESOURCES INC.	ROADWAY IMPROVEMENT PROJECT	12/02/2016	233,789.77
78877	GLH CONSTRUCTION, INC.	CONCRETE REPLACEMENT - FOSSIBLE RIDGE :	12/02/2016	871.16
78886	SCHNEIDER'S PAVING, LLC	ASPHALT PATCH 5TH ST.	12/02/2016	15,500.00
78892	EARTH ENGINEERING CONSULTANTS, LLC	NEW LIBERTY ROAD EXTENSION GEOTECHNIC	12/02/2016	2,524.25
78914	ALL PRO PAVEMENT	CONCRETE REPLACEMENT PROJECT	12/02/2016	104,364.01
78915	DCP CIVIL LLC	NEW LIBERTY ROAD EXTENSION	12/02/2016	714,589.53
78973	GREELEY TRIBUNE	NOTICE OF FINAL PAYMENT - ROADWAY SEAI	12/08/2016	91.30
78997	TST, INC CONSULTING ENGINEERS	NEW LIBERTY ROAD DESIGN	12/08/2016	3,003.80
79097	CTC, INC.	QUIET ZONE CONSTRUCTION	12/16/2016	121,519.10
79099	COLORADO CIVIL GROUP, INC	COUNTY LINE DITCH EROSION DESIGN	12/16/2016	766.50
79102	LYLE SIGNS, INC	QUIET ZONE SIGNS	12/16/2016	19.03
79176	WALSH CONSTRUCTION, INC	HWY 257 TURN LANE PROJECT	12/22/2016	81,979.25
Total for Department: 429 STREETS & ALLEYS				1,279,017.70
Department: 430 PUBLIC WORKS				
79023	TOWN OF WINDSOR PLANNING DEPT	PUBLIC WORKS FACILITY - BUILDING PERMIT	12/14/2016	74,738.15
79095	INFUSION ARCHITECTS, LLC	PUBLIC WORK FACILITY ARCHITECH	12/16/2016	2,786.00
79126	FCI CONSTRUCTORS, INC	PUBLIC WORK FACILITY CONTRACTORS	12/16/2016	428,197.12
79146	HOME DEPOT	SMART LEVELS	12/22/2016	288.74
Total for Department: 430 PUBLIC WORKS DEPAR				506,010.01
Department: 432 CEMETERY				
78899	JAG'S ENTERPRISES, INC	LAKEVIEW CEMETERY SIDEWALK IMPROVEM	12/02/2016	8,754.98
Total for Department: 432 CEMETERY				8,754.98
Department: 451 RECREATION				
79076	CARD SERVICES	TV'S	12/16/2016	886.37
Total for Department: 451 RECREATION				886.37
Department: 454 PARKS				
79015	HINES, INC	MAIN PARK IRRIGATION DESIGN	12/08/2016	4,700.23
79069	QUALITY WELL AND PUMP	WELL DRILLING AT 15TH & WALNUT	12/16/2016	15,042.50
79178	PLAYCO PARK BUILDERS, INC.	CHIMNEY PARK SHELTER REPLACEMENT	12/22/2016	4,271.76
79190	SMITH STEEL WORKS, LLC	ALUMINUM PICNIC TABLES	12/22/2016	10,000.00
Total for Department: 454 PARKS				34,014.49
Department: 490 COMMUNITY RECREATION				
78922	AMAZON/SYNCB	TV CART REPLACEMENT	12/02/2016	499.98
Total for Department: 490 COMMUNITY RECREAT				499.98
Department: 497 FACILITY MAINTENANCE				
79146	HOME DEPOT	DEWALT SAW	12/22/2016	357.97
Total for Department: 497 FACILITY MAINTENAN				357.97
Total for Fund:04 CAPITAL IMPROVEMENT FUND				1,829,541.50
Fund: 05 COMMUNITY & REC CENTER FUND				
Department: 490 COMMUNITY RECREATION				
78870	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	12/02/2016	212.62
78933	AMAZON/SYNCB	STAFF DEVELOPMENT	12/05/2016	449.63
78936	COREN PRINTING, INC.	PRINTING	12/08/2016	56.75
78941	XCEL ENERGY	UTILITIES	12/08/2016	3,344.14
78960	THOMAS R ECKRICH	LONGEVITY PLAQUES	12/08/2016	80.00
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	12.96
79031	CENTURYLINK	PHONE SERVICE	12/16/2016	632.26
79044	OFFICE DEPOT	OFFICE SUPPLIES	12/16/2016	5.25
79054	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	12/16/2016	600.00
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	2.85
79076	CARD SERVICES	XPRESS TOLL - DIRECTORS SCHOOL	12/16/2016	1,292.15
79091	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEES	12/16/2016	9.80
79136	CENTURYLINK	PHONE SERVICE	12/22/2016	500.87
79144	OFFICE DEPOT	OFFICE SUPPLIES	12/22/2016	20.07
Total for Department: 490 COMMUNITY RECREAT				7,219.35
Total for Fund:05 COMMUNITY & REC CENTER F				7,219.35

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 06 WATER FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
78918	BEMAS CONSTRUCTION	METER RENTAL REFUND	12/02/2016	2,100.00
79192	ALICIA WILLIAMS	Refund Check	12/22/2016	96.51
79193	Gerald and Leslie Mader	Refund Check	12/22/2016	38.31
Total for Department: 000 NO PROJECT CODE				2,234.82
Department: 471 WATER				
78869	DANA KEPNER COMPANY, INC.	TRAFFIC REPAIR KITS	12/02/2016	636.00
78872	CONNELL RESOURCES INC.	WATER TRANSMISSION LINE REPLACEMENT	12/02/2016	417,905.83
78876	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	12/02/2016	1,207.27
78886	SCHNEIDER'S PAVING, LLC	ASPHALT PATCH HEMLOCK DR.	12/02/2016	5,525.00
78890	SGS ACCUTEST, INC.	WATER SAMPLES	12/02/2016	901.50
78939	MANWEILER HARDWARE, INC	POST DIGGER, TAPE, BROOM & TUBES	12/08/2016	84.19
78940	NORTH WELD COUNTY WATER DISTRICT	WATER PURCHASED	12/08/2016	75,029.56
78941	XCEL ENERGY	UTILITIES	12/08/2016	345.47
78948	UTILITY NOTIFICATION CENTER OF COLORADO	LOCATE TRANSMISSIONS	12/08/2016	660.66
78954	OFFICE DEPOT	OFFICE SUPPLIES	12/08/2016	28.55
78961	OPERATOR CERTIFICATION PROGRAM	OPERATOR CERTIFICATION RENEWAL	12/08/2016	90.00
78965	NATIONAL METER AND AUTOMATION	TRANSMITTER	12/08/2016	355.35
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	9.72
78979	USC FOUNDATION UNIVERSITY OF SOUTHERN CALIFORNIA	MEMBERSHIP	12/08/2016	320.00
78990	SOLDIER CANYON FILTER PLANT	CBT CARRYOVER WATER	12/08/2016	30,165.33
79023	TOWN OF WINDSOR PLANNING DEPT	PUBLIC WORKS FACILITY - BUILDING PERMIT	12/14/2016	37,369.07
79026	DANA KEPNER COMPANY, INC.	REPAIR CLAMP	12/16/2016	1,179.98
79039	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	12/16/2016	32.92
79044	OFFICE DEPOT	OFFICE SUPPLIES	12/16/2016	330.59
79054	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	12/16/2016	600.00
79059	CENTURY LINK	PHONE SERVICE	12/16/2016	3.69
79061	NATIONAL METER AND AUTOMATION	MARKING PAINT IN# S1079213.002	12/16/2016	17,589.36
79065	CLEAR WATER SOLUTIONS INC	POTABLE WATER GENERAL SERVICES	12/16/2016	1,830.96
79067	DATAPRINT SERVICES, LLC	POSTAGE	12/16/2016	1,582.39
79095	INFUSION ARCHITECTS, LLC	PUBLIC WORK FACILITY ARCHITECT	12/16/2016	1,393.00
79126	FCI CONSTRUCTORS, INC	PUBLIC WORK FACILITY CONTRACTORS	12/16/2016	214,098.57
79128	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	12/22/2016	30,108.03
79131	MANWEILER HARDWARE, INC	HEATER, TOOLS	12/22/2016	65.67
79133	NORTH WELD COUNTY WATER DISTRICT	WINTER WATER FEE	12/22/2016	627.17
79137	CITY OF GREELEY WATER DEPARTMENT	WATER PURCHASED	12/22/2016	1,303.70
79138	CIRSA	CLAIM DEDUCTIBLE	12/22/2016	1,000.00
79139	TIMBERLINE ELECTRIC AND CONTROL	HOOK UP FLOW METER	12/22/2016	1,241.00
79141	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	12/22/2016	72.64
Total for Department: 471 WATER				843,693.17
Department: 484 NON-POTABLE				
78911	GLATFELTER PUBLIC PRACTICE	KERN LIABILITY INSURANCE	12/02/2016	2,288.00
78940	NORTH WELD COUNTY WATER DISTRICT	TRANSFERRED WATER CREDIT	12/08/2016	18.30
79003	WENCK ASSOCIATES, INC	KYGER RESERVOIR PUMP STATION - DESIGN	12/08/2016	7,571.49
79030	XCEL ENERGY	UTILITIES	12/16/2016	62.99
79036	TIMBERLINE ELECTRIC AND CONTROL	KERN SUTRON REPLACEMENT	12/16/2016	816.00
79109	MOLTZ CONSTRUCTORS, INC.	KYGER RESERVOIR PUMP STATION - CONSTRUCTION	12/16/2016	411,201.33
Total for Department: 484 NON-POTABLE				421,958.11
Total for Fund:06 WATER FUND				1,267,886.10

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 07 SEWER FUND				
Department: 481 SEWER SYSTEM				
78870	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	12/02/2016	200.05
78883	HARBOR FREIGHT TOOLS	GLOVES SIDPENSERS & SPRAY CAN HOLDER	12/02/2016	41.96
78897	FARNSWORTH GROUP, INC.	PELICAN LAKES LIFT STATION REPLACEMENT	12/02/2016	8,384.09
78929	MYERS & SONS CONSTRUCTION, LP	LIFT STATION #4 REPLACEMENT	12/02/2016	24,366.24
78939	MANWEILER HARDWARE, INC	BATTERIES	12/08/2016	16.18
78941	XCEL ENERGY	UTILITIES	12/08/2016	370.15
78943	CENTURYLINK	PHONE SERVICE	12/08/2016	198.21
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	6.48
78971	MARK HERRICK	REINBURSTMENT FOR CDL PHYSICAL	12/08/2016	75.00
78977	EARTH ENGINEERING CONSULTANTS, LLC	CONSTRUCTION OBSERVATION & TESTING	12/08/2016	432.25
79020	JD ENTERPRISES, INC	SEWER REPLACEMENT - ASH STREET & 2ND S'	12/08/2016	15,048.35
79023	TOWN OF WINDSOR PLANNING DEPT	PUBLIC WORKS FACILITY - BUILDING PERMIT	12/14/2016	37,369.07
79039	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	12/16/2016	385.15
79042	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE INC	SERVICE CALL-LS #6 DISCONNECT EXHAUST F	12/16/2016	367.50
79044	OFFICE DEPOT	OFFICE SUPPLIES	12/16/2016	85.61
79054	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	12/16/2016	150.00
79067	DATAPRINT SERVICES, LLC	POSTAGE	12/16/2016	1,582.40
79079	BROWNS HILL ENGINEERING & CONTROLS	MICROLOGIC 1500 PC	12/16/2016	2,368.00
79095	INFUSION ARCHITECTS, LLC	PUBLIC WORK FACILITY ARCHITECH	12/16/2016	1,393.00
79126	FCI CONSTRUCTORS, INC	PUBLIC WORK FACILITY CONTRACTORS	12/16/2016	214,098.55
79131	MANWEILER HARDWARE, INC	GLUE	12/22/2016	5.39
79136	CENTURYLINK	PHONE SERVICE	12/22/2016	49.55
79185	MYERS & SONS CONSTRUCTION, LP	LIFT STATION #4 REPLACEMENT	12/22/2016	71,720.53
Total for Department: 481 SEWER SYSTEM				378,713.71
Department: 482 DISPOSAL PLANT				
78870	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	12/02/2016	40.25
78871	HACH ENVIRONMENTAL	LAB EQUIPMENT	12/02/2016	122.83
78888	CITY OF FORT COLLINS	LAB TESTING	12/02/2016	3,240.00
78897	FARNSWORTH GROUP, INC.	WWTP PHOSPHORUS REMOVAL	12/02/2016	18,000.00
78937	DANA KEPNER COMPANY, INC.	PIPES & FITTINGS	12/08/2016	1,184.00
78943	CENTURYLINK	PHONE SERVICE	12/08/2016	198.50
78949	JAX INC.	UNIFORM ALLOWANCE	12/08/2016	183.96
78954	OFFICE DEPOT	OFFICE SUPPLIES	12/08/2016	24.46
78955	ACE HARDWARE, LLC	FURNACE FILTERS	12/08/2016	266.96
78958	COLORADO ANALYTICAL LABORATORY	LAB TESTING	12/08/2016	351.00
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	6.48
78974	CITY OF FORT COLLINS	LAB TESTING	12/08/2016	1,095.33
78977	EARTH ENGINEERING CONSULTANTS, LLC	GEOTECHNICAL REPORT	12/08/2016	1,250.00
79012	MARK A. MURRAY	PATCH ALUMINUM PONTOON	12/08/2016	200.00
79034	SEACREST GROUP	LAB TEST	12/16/2016	1,650.00
79037	VARTEC TELECOM	FAX MACHINE SERVICE - SEWER PLANT	12/16/2016	13.85
79038	JAX INC.	CLOTHING ALLOWANCE	12/16/2016	159.97
79042	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE INC	WWTP SUMP PUMP SERVICE CALL	12/16/2016	105.00
79044	OFFICE DEPOT	OFFICE SUPPLIES	12/16/2016	49.99
79049	COLORADO ANALYTICAL LABORATORY	LAB TESTING	12/16/2016	359.00
79136	CENTURYLINK	PHONE SERVICE	12/22/2016	61.75
79141	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	12/22/2016	19,949.30
79149	NAPA AUTO PARTS	V-BELT	12/22/2016	13.49
Total for Department: 482 DISPOSAL PLANT				48,526.12
Total for Fund:07 SEWER FUND				427,239.83
Fund: 08 STORM DRAIN FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
79021	Polly & Ray Schmidt	Refund Check	12/08/2016	1.94
79022	8Z RENTALS	Refund Check	12/08/2016	261.53
79191	John & Cathy Pumphrey	Refund Check	12/22/2016	62.08
79194	LEOLA MACKIE	Refund Check	12/22/2016	193.83
Total for Department: 000 NO PROJECT CODE				519.38
Department: 483 STORM DRAINAGE SYSTEM				
78954	OFFICE DEPOT	OFFICE SUPPLIES	12/08/2016	24.46
78956	ANDERSON CONSULTING ENGINEERS	DRAINAGE MASTER PLAN UPDATE	12/08/2016	13,415.00
78960	THOMAS R ECKRICH	LONGEVITY PLAQUES	12/08/2016	40.00
78973	GREELEY TRIBUNE	NOTICE OF FINAL PAYMENT - WEST TRIB	12/08/2016	29.00
78980	BOMGAARS	UNIFORMS	12/08/2016	29.99
79067	DATAPRINT SERVICES, LLC	POSTAGE	12/16/2016	1,582.40
79176	WALSH CONSTRUCTION, INC	JOHN LAW PDM CONSTRUCTION	12/22/2016	166,118.68
Total for Department: 483 STORM DRAINAGE SYS				181,239.53
Total for Fund:08 STORM DRAIN FUND				181,758.91

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 FLEET MANAGEMENT FUND				
Department: 491 FLEET MANAGEMENT				
78878	KENZ AND LESLIE DISTRIBUTING	ADDITIVES FOR FLEET	12/02/2016	796.80
78885	HENSLEY BATTERY LLC	BATTERY	12/02/2016	79.85
78893	WINTER EQUIPMENT COMPANY, INC.	PLOW BLADES & PLOW MARKERS	12/02/2016	1,400.28
78902	MOTION AND FLOW CONTROL PRODUCTS	HYD. HOSE AND FITTINGS	12/02/2016	98.08
78907	A-1 BASE, INC	WORK LIGHT	12/02/2016	302.45
78908	HELENA A. GERKIN	UNIFORMS	12/02/2016	239.84
78928	FRONT RANGE COMPLIANCE SERVICES, LLC	TRAINING COURSE FOR FLEET	12/02/2016	375.00
78933	AMAZON/SYNCB	DASH CAMERA/VIDEO RECORDER	12/05/2016	69.99
78934	AUTO COLLISION EXPERTS, LLC	INSURED REPAIR FOR UNIT #37	12/07/2016	1,098.96
78936	COREN PRINTING, INC.	PRINTING	12/08/2016	140.25
78944	4 RIVERS EQUIPMENT - AG, LLC	FLOAT KIT, GASKETS, ELECTRICAL COIL	12/08/2016	855.65
78953	ARAPAHOE RENTAL	HOSE GASKET	12/08/2016	39.70
78959	MAC EQUIPMENT INC.	TRIMMER TUNE-UP KITS	12/08/2016	271.71
78963	REX OIL COMPANY	BULK OIL, GREASE AND BULBS	12/08/2016	694.08
78964	SPRADLEY BARR FORD, INC - FT COLLINS	EXTRA KEY FOR UNIT 75	12/08/2016	1,372.40
78967	HENSLEY BATTERY LLC	BATTERIES	12/08/2016	248.30
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	9.72
78976	SPRADLEY BARR FORD-GREELEY	PROGRAM NEW KEY	12/08/2016	60.00
78978	SENTRY FIRE AND SAFETY	FIRE EXTINGUISHERS INSPECTION	12/08/2016	1,022.00
78980	BOMGAARS	UNIFORMS	12/08/2016	125.94
78987	AIR CARE COLORADO	EMISSION VOUCHERS	12/08/2016	465.00
78991	AGFINITY, INCORPORATED	FUEL FOR FLEET	12/08/2016	7,993.36
78994	MOTION AND FLOW CONTROL PRODUCTS	HYD. HOSE FITTINGS	12/08/2016	152.50
78999	THE PAGER CLINIC, LLC	RADIO REPAIR	12/08/2016	85.00
79010	EVERBLADES, INC	HEATED WIPER BLADES	12/08/2016	434.00
79032	4 RIVERS EQUIPMENT - AG, LLC	2017 JOHN DEERE MOTOR GRADER - UNIT #19	12/16/2016	44,518.41
79033	WILLIAMS EQUIPMENT COMPANY	REPAIRS FOR DAMAGES (INSURANCE WILL RE	12/16/2016	18,615.12
79044	OFFICE DEPOT	OFFICE SUPPLIES	12/16/2016	66.39
79045	KENZ AND LESLIE DISTRIBUTING	ADDITIVES FOR FLEET	12/16/2016	350.10
79046	B AND G EQUIPMENT, INC	SEAT BELT	12/16/2016	71.25
79056	ROCKY MOUNTAIN FLEET MANAGEMENT ASSOC	RMFMA - ASSOCIATION DUES	12/16/2016	350.00
79057	KIMBALL MIDWEST	LENS WIPES	12/16/2016	55.34
79063	HENSLEY BATTERY LLC	BATTERIES	12/16/2016	248.30
79076	CARD SERVICES	LUNCH MEETING FOR NEW EMPLOYEE	12/16/2016	48.74
79091	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEES	12/16/2016	4.90
79093	A-1 BASE, INC	LED WORK LIGHT	12/16/2016	74.59
79096	WOYTASSEK WASHES, LLC	CAR WASH TOKENS	12/16/2016	137.37
79119	AUTO COLLISION EXPERTS, LLC	HAIL DAMAGE REPAIR - UNIT #108	12/16/2016	5,830.85
79147	O.J. WATSON EQUIPMENT	SNOW SHIELD FOR UNIT #75	12/22/2016	204.86
79149	NAPA AUTO PARTS	DEF 10 UNITS	12/22/2016	1,111.84
79159	TIRE CENTERS, LLC	FLAT REPAIR	12/22/2016	133.04
79168	MOTION AND FLOW CONTROL PRODUCTS	HOSE - UNIT #71	12/22/2016	376.45
79171	THE PAGER CLINIC, LLC	RADIO REPAIR - UNIT 52	12/22/2016	74.92
79174	A-1 BASE, INC	BLUE STROBE LENSE FOR PLOWS	12/22/2016	32.44
Total for Department: 491 FLEET MANAGEMENT				90,735.77
Total for Fund:10 FLEET MANAGEMENT FUND				90,735.77

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 11 INFORMATION TECHNOLOGY FUND				
Department: 492 INFORMATION TECHNOLOGY				
78870	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICE	12/02/2016	3,913.69
78882	COMCAST CABLE COMM. LLC	INTERNET - POLICE DEPT	12/02/2016	18.17
78922	AMAZON/SYNCB	DIGITIZER PEN WITH ERASER	12/02/2016	192.52
78936	COREN PRINTING, INC.	ENVELOPES	12/08/2016	80.91
78954	OFFICE DEPOT	OFFICE SUPPLIES	12/08/2016	17.08
78962	STATE OF COLORADO	INTERNET SERVICE - NOVEMBER	12/08/2016	1,249.79
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	16.20
78983	LEWAN AND ASSOCIATES, INC	VSPHERE STORAGE APPLIANCE, VCENTER SEF	12/08/2016	14,252.00
78988	CARTEGRAPH SYSTEMS INC	OMS IMPLEMENTATION	12/08/2016	1,317.47
79001	SOFTWARE SECURITY SOLUTIONS LLC	ESET ANTIVIRUS LICENSES	12/08/2016	718.63
79018	SUNGARD PUBLIC SECTOR INC	2016 TRAKIT ANNUAL MAINTENANCE AGREEM	12/08/2016	19,700.00
79043	XEROX CORPORATION	XEROX LEASE PAYMENT	12/16/2016	2,817.37
79053	CDW GOVERNMENT	OTTERBOX CASE FOR IPAD AIR, STORE & CHA	12/16/2016	440.00
79055	COMCAST CABLE COMM. LLC	CABLE & INTERNET - CRC	12/16/2016	543.76
79076	CARD SERVICES	REFLECTOR 2 - IPAD SCREEN SHARING SOFTW	12/16/2016	498.18
79087	QUILL CORPORATION	TONER	12/16/2016	750.63
79091	DISCOVERY BENEFITS, INC	MSA ADMINISTRATION FEES	12/16/2016	4.90
79092	ACCELA, INC	UTILITY ONLINE BILLS MONTHLY FEE - NOVEI	12/16/2016	2,698.00
79112	XCITE AUDIOVISUALS LLC	TOWN HALL AV UPGRADE FINAL PAYMENT	12/16/2016	2,971.92
79145	MAIL N COPY	SHIPPING	12/22/2016	11.31
79148	COMCAST CABLE COMM. LLC	CABLE & INTERNET - TOWN HALL	12/22/2016	214.90
79160	NEWEGG BUSINESS, INC	AUDIO AMP	12/22/2016	1,208.89
79177	ADMIN ARSENAL, INC.	PDQ DEPLOY ENTERPRISE - RENEW 1 YEAR	12/22/2016	900.00
Total for Department: 492 INFORMATION TECHNO				54,536.32
Total for Fund:11 INFORMATION TECHNOLOGY				54,536.32
Fund: 15 HEALTH INSURANCE FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
78895	1ST BANK OF NORTHERN COLORADO	EMPLOYEE BENEFITS FUNDING	12/02/2016	5,120.48
79075	1ST BANK OF NORTHERN COLORADO	EMPLOYEE BENEFITS FUNDING	12/16/2016	4,913.63
Total for Department: 000 NO PROJECT CODE				10,034.11
Total for Fund:15 HEALTH INSURANCE FUND				10,034.11
Fund: 17 FACILITY SERVICES				
Department: 496 CUSTODIAL SERVICE				
78875	SUPPLYWORKS	DETERGANT	12/02/2016	424.99
78904	VERITIV OPERATING COMPANY	CAN LINERS	12/02/2016	91.14
78936	COREN PRINTING, INC.	ENVELOPES	12/08/2016	80.91
78946	SUPPLYWORKS	DISINFECTANT	12/08/2016	487.28
78954	OFFICE DEPOT	OFFICE SUPPLIES	12/08/2016	22.76
78955	ACE HARDWARE, LLC	BOLT CUTTER	12/08/2016	212.82
78960	THOMAS R ECKRICH	LONGEVITY PLAQUES	12/08/2016	80.00
78969	HILLYARD INC	TISSUE, ROLL TOWELS, BUFF PADS	12/08/2016	1,623.81
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	22.68
78980	BOMGAARS	UNIFORMS	12/08/2016	69.99
78986	GREELEY LOCK AND KEY	CABLE KEY RINGS	12/08/2016	53.40
78996	VERITIV OPERATING COMPANY	CAN LINERS	12/08/2016	312.70
79035	SUPPLYWORKS	TISSUE, TOWELS, CLEANING SUPPLIES	12/16/2016	396.04
79072	FISH WINDOW CLEANING	WINDOW CLEANING	12/16/2016	1,931.00
79169	VERITIV OPERATING COMPANY	CAN LINERS	12/22/2016	108.87
79188	ANTHONY'S ROOTER SERVICE, INC	CLEAN MAIN LINE FOR TOWN HALL	12/22/2016	375.00
Total for Department: 496 CUSTODIAL SERVICE				6,293.39

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 497 FACILITY MAINTENANCE				
78903	SECURITY AND SOUND DESIGN	SERVICE CALL- ARTS & HERITAGE	12/02/2016	37.50
78935	JOHN BRUNNER AND COMPANY	REPAIR CAST IRON DRAIN	12/08/2016	204.85
78936	COREN PRINTING, INC.	ENVELOPES	12/08/2016	80.90
78954	OFFICE DEPOT	OFFICE SUPPLIES	12/08/2016	5.66
78955	ACE HARDWARE, LLC	CORNER BRACE	12/08/2016	205.61
78966	DIGI PIX SIGNS	SIGNS-RECYCLE SITE	12/08/2016	254.67
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	6.48
78978	SENTRY FIRE AND SAFETY	ANNUAL FIRE EXTINGUISHER INSPECTION	12/08/2016	2,431.70
78984	DEPARTMENT OF LABOR & EMPLOYMENT STATE OF	CCELEVATOR INSPECTION @ CRC	12/08/2016	30.00
78985	DEPARTMENT OF LABOR & EMPLOYMENT STATE OF	CCELEVATOR INSPECTION @ TOWN HALL	12/08/2016	30.00
78995	SECURITY AND SOUND DESIGN	QUARTERLY FIRE SYSTEM MONITORING CHAI	12/08/2016	330.00
79019	LONGS PEAK LANDSCAPE	SNOW REMOVAL AT TOWN HALL	12/08/2016	450.00
79047	ENVIROPEST	PEST CONTROL - PUMP STATION	12/16/2016	344.00
79074	OLD NATIONAL BANK	ENERGY EFFICIENCY LEASE PURCHASE	12/16/2016	3,455.41
79076	CARD SERVICES	RUBBER FLOOR PADS	12/16/2016	439.94
79077	INTERSTATE BATTERY OF THE ROCKIES	BATTERIES	12/16/2016	95.00
79081	TRANE U.S. INC	PROGRAM HVAC COMPUTER	12/16/2016	461.70
79120	LONGS PEAK LANDSCAPE	SNOW REMOVAL	12/16/2016	5,942.75
79124	LOVELAND STEAM LAUNDRY, INC	RAG SERVICE	12/16/2016	538.41
79131	MANWEILER HARDWARE, INC	LAMPS, OUTLET	12/22/2016	49.73
79135	GRAINGER, INC.	LAMP	12/22/2016	477.24
79136	CENTURYLINK	PHONE SERVICE	12/22/2016	50.57
79142	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE INC	REPLACE WATER HEATER - PUBLIC WORKS	12/22/2016	210.00
79146	HOME DEPOT	OSB BOARD	12/22/2016	476.98
79149	NAPA AUTO PARTS	CREDIT FOR RETURN	12/22/2016	11.74
79152	METAL DISTRIBUTORS	ALUMINUM - CRC	12/22/2016	200.14
79182	BRAD C. SPINUZZI	POOL MAINTENANCE 11/27 - 12/15 - 16.5 HOURS	12/22/2016	2,575.00
Total for Department: 497 FACILITY MAINTENAN				19,395.98
Total for Fund:17 FACILITY SERVICES				25,689.37
Fund: 19 DOWNTOWN DEVELOPMENT				
Department: 486 DOWNTOWN DEVELOPMENT				
78910	LILEY LAW OFFICES, LLC	OCTOBER 2016 DDA LEGAL SERVICES	12/02/2016	21,292.00
78912	AYRES ASSOCIATES, INC.	OCTOBER 2016 DDA PROFESSIONAL SERVICES	12/02/2016	14,112.76
79054	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	12/16/2016	50.00
79076	CARD SERVICES	BOARD TO BOARD LUNCH MEETING	12/16/2016	57.65
79156	GREELEY TRIBUNE	CHAMBER DIRECTORY, ADVERTISING	12/22/2016	1,815.00
79166	COLORADO SPECIAL DISTRICT	DDA LIABILITY INSURANCE	12/22/2016	2,909.18
Total for Department: 486 DOWNTOWN DEVELOP				40,236.59
Total for Fund:19 DOWNTOWN DEVELOPMENT A				40,236.59
Fund: 21 COMMUNITY CENTER EXPANSION				
Department: 000 NO PROJECT CODE ASSIGNED				
78925	JULIE KAHN	TRANSFERRED TO SILVER SNEAKERS	12/02/2016	37.50
79117	JILL & JAY STOFFER	TRANSFERRED TO SILVER SNEAKERS	12/16/2016	75.00
79125	JANICE SPENCER	REFUND	12/16/2016	18.75

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Total for Department: 000 NO PROJECT CODE				131.25
Department: 493				
78873	XCEL ENERGY	UTILITIES	12/02/2016	14.99
78874	SAMS CLUB DIRECT	WATER FOR GRAND OPENING	12/02/2016	100.20
78891	MUTSUMI PAULINE BROWN	NOVEMBER FITNESS CLASSES	12/02/2016	1,050.00
78916	KRISTINA, K. WOOD	FITNESS CLASSES OCT 30 - NOV 12	12/02/2016	300.00
78917	JC LYNNE & CO LLC	NOVEMBER FITNESS CLASSES	12/02/2016	925.00
78919	DEBORAH L. CAMPBELL	FITNESS CLASSES NOV 17-21, NOV 22-26	12/02/2016	100.00
78920	LINDA ZIEGLER	FITNESS CLASSES NOV 10-22	12/02/2016	200.00
78921	KEVIN G. HINKLE	PERSONAL TRAINING NOV 14-27	12/02/2016	1,158.00
78922	AMAZON/SYNCB	HANGERS, CONTAINERS	12/02/2016	1,055.41
78923	JODI L. SMITH	FITNESS CLASSES NOV 14-25	12/02/2016	270.00
78924	HIGH COUNTRY POOLS & SPAS, INC	TAYLOR REAGENTS	12/02/2016	15.98
78930	ADOLPH KIEFER AND ASSOCIATES, LLC	FLIP TOYS, FIRST RESPONDER KIT, ROLLING N	12/02/2016	402.84
78933	AMAZON/SYNCB	CRC SUPPLIES	12/05/2016	3,315.00
78941	XCEL ENERGY	UTILITIES	12/08/2016	9,509.75
78970	MINES AND ASSOCIATES PC	EAP SERVICES	12/08/2016	19.44
79005	LES MILLS UNITED STATES TRADING INC	DECEMBER LICENSE FEE	12/08/2016	197.00
79006	TERISA LACERT PECK	FITNESS CLASSES NOV 14 - DEC 4	12/08/2016	930.00
79007	KELLY MARIE KENNEDY	YOGA CLASSES 11/12-12/2	12/08/2016	250.00
79008	ERC WIPING PRODUCTS, INC	SANITIZER WIPES	12/08/2016	363.28
79009	WALKER LANDSCAPING INC	CRC X LANDSCAPING WEEKEND WORK	12/08/2016	400.00
79017	HARSH INTERNATIONAL INC	BODY PUMP WEIGHT BARS	12/08/2016	510.00
79042	SCOTT'S ELECTRIC AND BUCKET TRUCK SERVICE INC	GYM WORK - CRC X	12/16/2016	1,501.62
79048	C.E.M. SALES AND SERVICE	CAL HYPO - 8 BUCKETS	12/16/2016	1,094.60
79076	CARD SERVICES	POOL SUPPLIES	12/16/2016	449.64
79078	GREELEY LOCK AND KEY	CRC X LOCKS - SECURITY	12/16/2016	34,348.02
79103	KRISTINA, K. WOOD	FITNESS CLASSES NOV 27 - DEC 10	12/16/2016	175.00
79104	CRICKET STEVENS FUECKER	FITNESS CLASSES - NOVEMBER	12/16/2016	360.00
79105	SIGNS NOW	RESTROOM SIGNS CRC X	12/16/2016	332.03
79106	DEBORAH L. CAMPBELL	FITNESS CLASSES DEC 8-9	12/16/2016	100.00
79108	LINDA ZIEGLER	FITNESS CLASSES NOV 29 - DEC 6	12/16/2016	150.00
79111	COMMERCIAL FITNESS SOLUTIONS, INC	SPIN BIKES	12/16/2016	17,146.81
79113	KEVIN G. HINKLE	PERSONAL TRAINING NOV 28 - DEC 11	12/16/2016	1,445.00
79115	HIGH COUNTRY POOLS & SPAS, INC	MURIATIC ACID, SODIUM BICARBONATE	12/16/2016	742.06
79116	WHOLESALE DISTRIBUTION ALLIANCE LTD	PRO SHOP INVENTORY	12/16/2016	1,277.40
79122	JASON AERNI	PRO SHOP INVENTORY - PICKLEBALL PADDLE	12/16/2016	524.00
79129	GENERAL AIR SERVICE AND SUPPLY CO	CARBON DIOXIDE 50# RENTAL CHARGE FOR C	12/22/2016	253.67
79163	BARKER RINKER SEACAT ARCHITECT	CRC EXPANSION	12/22/2016	6,656.91
79172	DISPLAY SALES COMPANY	HOLIDAY LIGHTS	12/22/2016	2,549.50
79173	4IMPRINT, INC	WHEEL SPIN	12/22/2016	640.04
79179	SIGNS NOW	RESTROOM SIGNS - CRC X	12/22/2016	332.03
79180	KELLY MARIE KENNEDY	YOGA CLASSES DEC 5-14	12/22/2016	100.00
79181	RECREATION SUPPLY CO., INC.	TAYLOR TESTING REAGENTS	12/22/2016	238.20
79183	JODI L. SMITH	FITNESS CLASSES NOV 28 - DEC 20	12/22/2016	420.00
79184	HIGH COUNTRY POOLS & SPAS, INC	PULSAR TABS 50 LBS 2	12/22/2016	465.92
Total for Department: 493				92,389.34
Total for Fund:21 COMMUNITY CENTER EXPANS				92,520.59
Total Accounts Payable				4,518,550.30
Payroll- 3 Pay Periods				645,544.97
Grand Total				\$5,164,095.27



## MEMORANDUM

**Date:** January 9, 2017  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
Scott Ballstadt, AICP, Director of Planning  
**From:** Josh Olhava, AICP, Senior Planner  
**Subject:** Public Hearing and Ordinance No. 2017-1528 – Annexation Petition to Annex and Zone certain Territory known as the South Gate 7th Annexation to the Town of Windsor, Colorado – VIMA Partners LLC, owner/ Tom Siegel, VIMA Partners LLC, and John Meyers, TST Inc., owner’s representatives  
  
Resolution No. 2017-10 – A Resolution Making Certain Findings of Fact and Conclusions of Law Pursuant to Section 31-12-110 C.R.S., Concerning 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., owner’s representatives  
  
**Location:** Southeast of the Crossroads Boulevard and 7<sup>th</sup> Street roundabout; south of the South Hill Subdivision; and north of the Trautman Subdivision 2<sup>nd</sup> Filing  
**Item #:** C.1.C.2.C.3

### **Background:**

#### **Public Hearing – Ordinance No. 2017-1528:**

The applicant, represented by Mr. Tom Siegel and Mr. John Meyers, are requesting to annex approximately 3.98 acres to the Town of Windsor. 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 Subdivision 2<sup>nd</sup> Filing. This site is being planned for the new location of Timberline Church, currently located at the intersection of Crossroads Boulevard and New Liberty Road in the Water Valley South Subdivision.

The Land Use Plan of the 2016 Comprehensive Plan identifies this property as ‘Estate Residential’ since it is adjacent to the platted Trautman Subdivision 2<sup>nd</sup> Filing. 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 applicant held a neighborhood meeting on November 3, 2016. No one attended the meeting to discuss the annexation. A couple, new to Windsor, came to the meeting to find out more about the area where the annexation is occurring, but did not have any specific questions or concerns about the annexation. On January 4, 2017, the Planning Commission held a Public Hearing and made a recommendation to the Town Board on the South Gate 7<sup>th</sup> Annexation. There was no public in attendance and the Planning Commission did not have any questions or comments.

**Resolution No. 2017-10:**

Section 31-12-110 of the Colorado Revised Statutes requires that upon completion of the Public Hearing and prior to the Town Board making any action on the Annexation Ordinance, that the Town Board approves a Resolution Making Certain Findings of Fact and Conclusions concerning the South Gate 7<sup>th</sup> Annexation to the Town of Windsor, Colorado. Please find enclosed Resolution No. 2017-10.

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

**Chapter 5b - Growth Framework**

**Goal:**

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

**Objective:**

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

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

**Recommendation:** At their January 4, 2017 regular meeting, the Planning Commission forwarded a recommendation of approval of the South Gate 7<sup>th</sup> Annexation and Zoning designation to the Town Board, as presented, and staff concurs with this recommendation.

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

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

- Dec. 5, 2016 – staff mailed Certified Packets to relevant taxing districts
- Dec 5, 2016 – staff submitted legal ad to the newspaper to run for 4 consecutive weeks
  - Dec. 9, 2016 – first week legal ad
  - Dec. 16, 2016 – second week legal ad
  - Dec. 23, 2016 – third week legal ad
  - Dec. 30, 2016 – fourth week legal ad
- Dec. 8, 2016 – public hearing notice published on the Town website
- Dec. 8, 2016 – large annexation sign posted on the property
- Dec. 22, 2016 – applicant mailed letters to surrounding property owners

**Enclosures:** Ordinance No. 2017-1528  
Resolution No. 2017-10  
South Gate 7<sup>th</sup> Annexation Plat  
Staff PowerPoint

pc: Martin Lind, VIMA Partners LLC., applicant  
Tom Siegel, VIMA Partners LLC., applicant's representative  
John Meyers, TST Inc., applicant's representative

TOWN OF WINDSOR

RESOLUTION NO. 2017-10

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT AND CONCLUSIONS OF LAW PURSUANT TO SECTION 31-12-110 C.R.S., CONCERNING THE SOUTH GATE 7<sup>TH</sup> ANNEXATION TO THE TOWN OF WINDSOR, COLORADO

WHEREAS, the Town Clerk has received a petition seeking annexation of certain real property proposed as the “South Gate 7<sup>th</sup> Annexation”; and

WHEREAS, pursuant to The Municipal Annexation Act of 1965, the Town Board has previously made certain findings of fact as to whether or not the aforesaid petition is in substantial compliance with the requirements of said Act; and

WHEREAS, on January 9, 2017, the Town Board conducted a public hearing in compliance with Section 13-12-109, C.R.S.; and

WHEREAS, having concluded the public hearing required by Section 13-12-109, C.R.S., the Town Board is prepared to make findings of fact and conclusions with respect to the matters set forth in Section 31-12-110 (1) and (2), C.R.S.

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

1. The filing of the annexation petition satisfies Section 30 of Article II of the Colorado Constitution.
2. The eligibility requirements for annexation set forth in Section 31-12-104, C.R.S., have been satisfied.
3. The limitations set forth in Section 13-12-105, C.R.S., have been satisfied.
4. The filing of the petition renders unnecessary an election pursuant to the requirements of Section 30(1)(a) of Article II of the Colorado Constitution.
5. No elector petition pursuant to Section 31-12-107 (2), C.R.S., is required.
6. To the extent that additional conditions are necessary or advisable, such conditions shall be set forth in an annexation agreement between the Town and the petition signatories.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 9<sup>th</sup> day of January, 2017.

TOWN OF WINDSOR, COLORADO

---

Kristie Melendez, Mayor

ATTEST:

---

Patti Garcia, Town Clerk

TOWN OF WINDSOR

ORDINANCE NO. 2017-1528

AN ORDINANCE ANNEXING AND ZONING CERTAIN TERRITORY KNOWN AS THE SOUTH GATE 7<sup>TH</sup> ANNEXATION TO THE TOWN OF WINDSOR, COLORADO

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

WHEREAS, pursuant to the Municipal Annexation Act of 1965 and the *Windsor Municipal Code*, an annexation petition has been filed with the Town Clerk requesting the annexation of certain territory more particularly described in Exhibit A, attached hereto and incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town Board has found and concluded that the aforementioned annexation petition meets the requirements set forth in § 31-12-104 and § 31-12-105, C.R.S.; and

WHEREAS, pursuant to the requirements of law, public hearings on the aforementioned annexation petition were held before the Windsor Planning Commission on January 4, 2017, and before the Windsor Town Board on January 9, 2017; and

WHEREAS, a community of interest exists between the territory to be annexed and the Town; and

WHEREAS, not less than one-sixth of the perimeter of the area to be annexed is contiguous to the Town’s existing corporate limits; and

WHEREAS, the territory to be annexed is urban or will be urbanized in the near-future, and has been integrated or is capable of being integrated within the Town; and

WHEREAS, the Town Board finds that all requirements of the Municipal Annexation Act of 1965 have been complied with; and

WHEREAS, the petitioner has agreed to comply with all of the ordinances of the Town and to pay all fees set out in those ordinances in connection with this annexation.

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

**Section 1.** The property described in Exhibit A is hereby annexed to the Town of Windsor, and shall henceforth be referred to as the “South Gate 7<sup>th</sup> Annexation to the Town of Windsor, Colorado”.

- Section 2.** The annexation of the aforesaid territory shall be deemed complete on the effective date of this Ordinance, except for the purposes of general property taxes pursuant to § 31-12-113, C.R.S.
- Section 3.** The territory to be annexed shall be zoned with a General Commercial - ‘GC’ zoning district classification, with such zoning classification thereafter being shown on the Official Annexation Map on file in the office of the Director of Planning for the Town.
- Section 4.** The Town’s Official Zoning District Map shall be changed in accordance with this Ordinance and in accordance with the zoning classification assigned to the subject property following the effective date of this annexation on said Official Annexation Map, and entries shall be made thereon noting the annexation of the aforementioned territory. Such entries, together with a brief description of the nature of the change, shall be signed by the Mayor, attested to by the Town Clerk, and properly filed with the Weld County Clerk and Recorder.
- Section 5.** The Annexor is directed to comply with the requirements of *Windsor Municipal Code* Section 15-1-60 within 30 days of the effective date of this Ordinance.

Introduced, passed on first reading, and ordered published this 9<sup>th</sup> day of January, 2017.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

Introduced, passed on second reading, and ordered published this 23<sup>rd</sup> day of January, 2017.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

**EXHIBIT A**

A TRACT OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4, AND CONSIDERING THE NORTH LINE OF SAID SECTION 4 TO BEAR NORTH  $89^{\circ} 21' 11''$  EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO; THENCE NORTH  $89^{\circ} 21' 11''$  EAST, ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 30.16 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE CONTINUING NORTH  $89^{\circ} 21' 11''$  EAST, ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 299.84 FEET; THENCE SOUTH  $05^{\circ} 12' 18''$  WEST, 581.00 FEET; THENCE SOUTH  $89^{\circ} 21' 11''$  WEST, 14.00 FEET TO A WITNESS CORNER; THENCE CONTINUING SOUTH  $89^{\circ} 21' 11''$  WEST, 285.84 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID COUNTY ROAD; THENCE NORTH  $05^{\circ} 12' 18''$  EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID COUNTY ROAD, PARALLEL TO AND 30.00 FEET FROM THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 581.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED BY DEED RECORDED JULY 16, 2007, UNDER RECEPTION NO. 3490427, COUNTY OF WELD, STATE OF COLORADO.

COMMONLY KNOWN AS 28982 CR 17, WINDSOR, CO 80550, CONTAINING 3.98 ACRES, MORE OR LESS





# Annexation

## South Gate 7<sup>th</sup> Annexation



Josh Olhava, AICP, Senior Planner  
January 9, 2017 – Mayor and Town Board

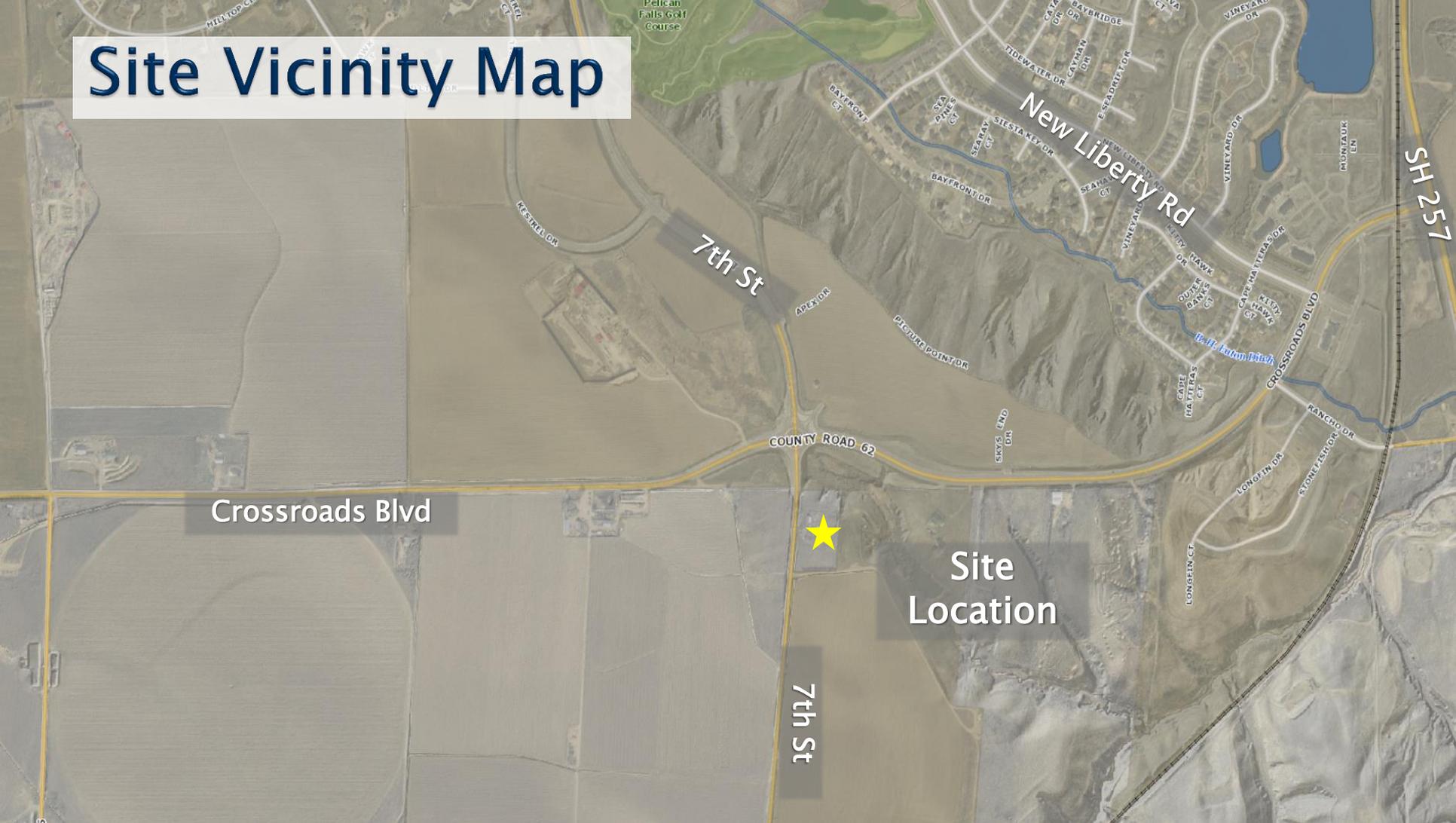
# Annexation

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

## **Sec. 15-1-10. Purpose.**

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

# Site Vicinity Map



Crossroads Blvd

7th St

COUNTY ROAD 62

New Liberty Rd

Site Location

7th St

SH 257



# Plat (1 of 2)

# SOUTH GATE 7TH ANNEXATION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO

**OWNER:**  
VIMA PARTNERS, LLC  
1625 PELICAN LAKES POINT  
WINDSOR, COLORADO 80550  
(970) 698-5838

**ENGINEERING & SURVEYING:**  
TST, INC. CONSULTING ENGINEERS  
748 WHALERS WAY, SUITE #200  
FORT COLLINS, CO 80525  
(970) 226-0557



VICINITY MAP  
1"=2,000'

### SURVEYOR CERTIFICATE

I, CHAD R. WASHBURN, CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.  
DATED THIS SIXTH DAY OF SEPTEMBER, 2016.



CHAD R. WASHBURN  
COLORADO PROFESSIONAL  
LAND SURVEYOR #37963

### NOTES:

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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 CERTIFICATION SHOWN HEREON.
2. THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED IN THE SURVEYOR'S CERTIFICATE IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED.
3. FOR ALL INFORMATION REGARDING TITLE, EASEMENTS, RIGHTS-OF-WAY OF RECORD, AND TERMS OR CONDITIONS AFFECTING THIS PROPERTY, TST, INC. CONSULTING ENGINEERS AND THE SURVEYOR OF RECORD RELEASD UPON TITLE COMMITMENT NO. F022313153-23 PREPARED BY LAND TITLE GUARANTEE COMPANY EFFECTIVE JUNE 3, 2015 AT 5:00 PM. THIS DOES NOT CONSTITUTE A TITLE SEARCH BY TST, INC. OR THE SURVEYOR OF RECORD.
4. THIS ANNEXATION MAP DOES NOT CONSTITUTE A MONUMENTED LAND SURVEY.

### BASIS OF BEARING STATEMENT

CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4 AS BEARING N89°20'51" A DISTANCE OF 1,285.17 FEET, BEING MONUMENTED ON THE WEST BY A 2" ALUMINUM CAP, PLS. NO. 31169, ON THE EAST BY A 2" ALUMINUM CAP, PLS. NO. 31169, AND CONSIDERING ALL BEARINGS HEREIN RELATIVE THERETO.

### ANNEXATION CONTIGUITY

THE PERIMETER OF THE PROPOSED ANNEXATION HAS A DISTANCE OF 1,701 FEET, OF WHICH 1,701 FEET (100%) ARE CONTIGUOUS TO THE EXISTING TOWN LIMITS OF THE TOWN OF WINDSOR. MINIMUM REQUIRED 1/8 (16.7%).

### NOTICE OF OTHER DOCUMENTS

ALL PERSONS TAKE NOTICE THAT CERTAIN DOCUMENTS HAVE BEEN EXECUTED PERTAINING TO THIS DEVELOPMENT, WHICH CREATE CERTAIN RIGHTS AND OBLIGATIONS OF THE DEVELOPMENT. THE DEVELOPER AND/OR SUBSEQUENT OWNERS OF ALL OR PORTIONS OF THE DEVELOPMENT SITE, MANY OF WHICH OBLIGATIONS CONSTITUTE PROMISES AND COVENANTS THAT RUN WITH THE LAND. THESE DOCUMENTS ARE OF RECORD AND ARE ON FILE WITH THE DIRECTOR OF PLANNING OF THE TOWN OF WINDSOR AND SHOULD BE CLOSELY EXAMINED BY ALL PERSONS INTERESTED IN PURCHASING ANY PORTION OF THE DEVELOPMENT SITE.

### ACKNOWLEDGEMENT OF OWNERSHIP INTEREST

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, LIENHOLDERS, AND HOLDERS OF ANY OWNERSHIP INTEREST AS DEFINED BY THE TOWN OF WINDSOR, OF THE LAND DESCRIBED HEREON, HAVE CAUSED SUCH LAND TO BE ANNEXED AS INDICATED ON THIS PLAT UNDER THE NAME OF SOUTH GATE 7TH ANNEXATION. IN COMPLIANCE WITH THE TOWN OF WINDSOR REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNERS SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

### OWNER: VIMA PARTNERS, LLC

IN WITNESS WHEREOF, WE HAVE HERETO SET OUR HANDS AND SEAL THIS  
\_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_.

MARTIN LIND, MANAGER

### NOTARIAL CERTIFICATE

STATE OF COLORADO )  
COUNTY OF WELD )SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY \_\_\_\_\_  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC \_\_\_\_\_

### LEGAL DESCRIPTION - SOUTH GATE 7TH ANNEXATION

A PARCEL OF LAND LOCATED IN WELD COUNTY, COLORADO; BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID PARCEL, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4 (EDGES OF SAID LINE BEING MONUMENTED AS SHOWN HEREON) HAVING AN ASSUMED BEARING OF N89°20'51" WITH ALL OTHER BEARINGS RELATIVE THERETO;  
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4;  
THENCE S42°23'31"E A DISTANCE OF 40.41' TO A POINT ON THE EAST RIGHT OF WAY OF WELD COUNTY ROAD 17 AS DEDICATED IN A DOCUMENT RECORDED AT BOOK 86, PAGE 273 AND THE POINT OF BEGINNING;  
THENCE ON SAID EAST RIGHT OF WAY S00°12'10"W A DISTANCE OF 550.79 FEET;  
THENCE N89°20'51"E A DISTANCE OF 299.85 FEET;  
THENCE N02°12'19"E A DISTANCE OF 550.79 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4;  
THENCE ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4 S89°20'51"W A DISTANCE OF 299.85 FEET TO THE POINT OF BEGINNING.  
SAID TRACT CONTAINS 3.772 ACRES (164,292.0 SQUARE FEET) MORE OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

### MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT AN ANNEXATION MAP OF THE PROPERTY DESCRIBED HEREIN WAS APPROVED BY ORDINANCE NO. \_\_\_\_\_ OF THE TOWN OF WINDSOR PASSED AND ADOPTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D. AND THAT THE MAYOR OF THE TOWN OF WINDSOR, AS AUTHORIZED BY SAID ORDINANCE ON BEHALF OF THE TOWN OF WINDSOR, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

\_\_\_\_\_, MAYOR ATTEST: \_\_\_\_\_ TOWN CLERK

### ENGINEERING DEPARTMENT APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, DIRECTOR OF ENGINEERING

### PLANNING COMMISSION APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, CHAIRMAN;  
WINDSOR PLANNING COMMISSION

### PLANNING DEPARTMENT APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, DIRECTOR OF PLANNING

### PUBLIC WORKS DEPARTMENT APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, DIRECTOR OF PUBLIC WORKS

### TOWN MANAGERS APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, TOWN MANAGER

SOUTH GATE 7TH ANNEXATION  
COVER

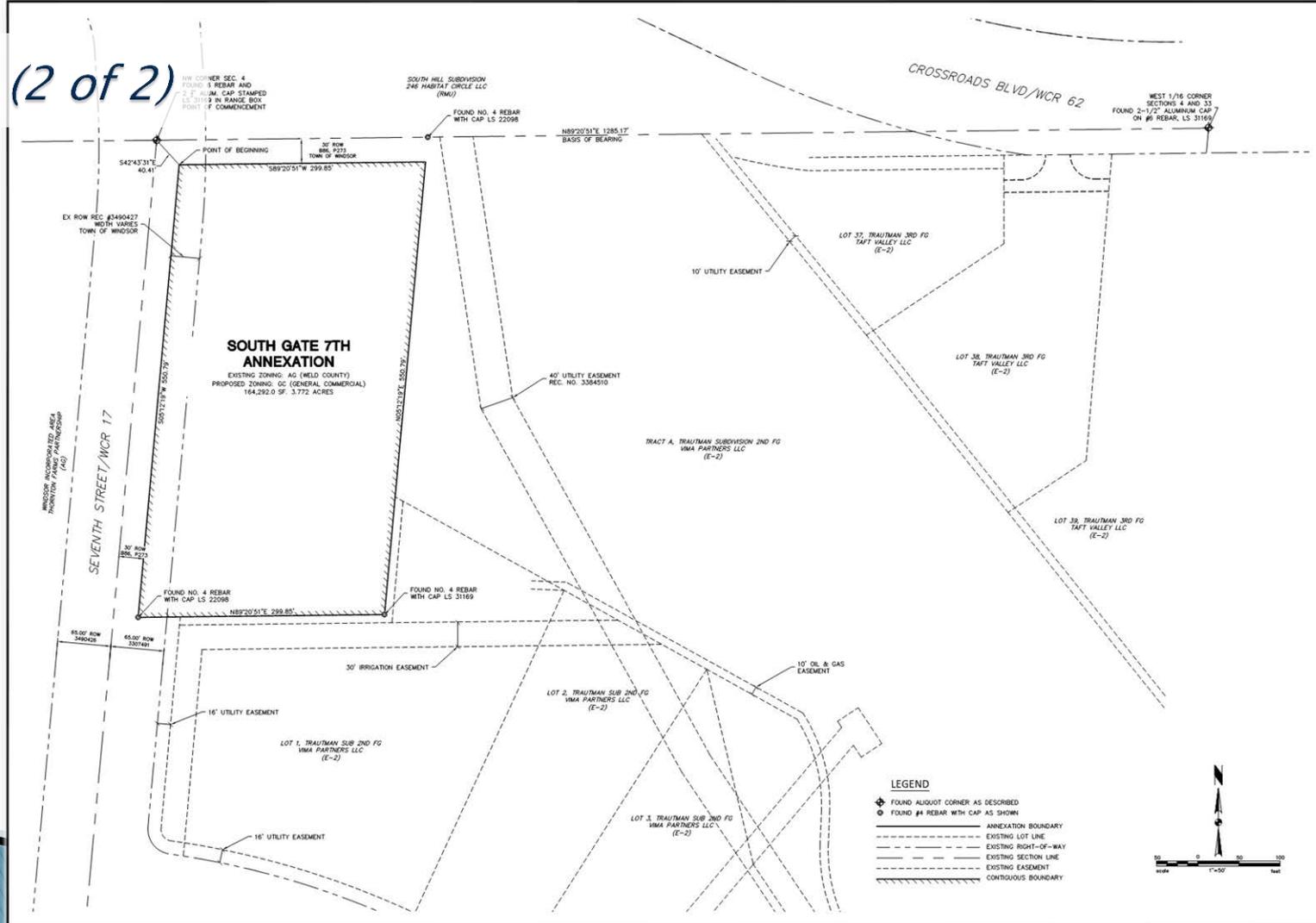


PH. NO. 732.321.04  
SO.42 N.A.

DATE: NOVEMBER 16, 2016

HEET

# Plat (2 of 2)



MINOR UNDEVELOPED AREA  
INDICATED BY HATCHING  
(A-2)

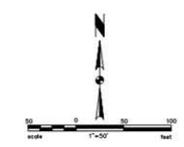
SEVENTH STREET/WCR 17

CROSSROADS BLVD/WCR 62

**SOUTH GATE 7TH ANNEXATION**  
EXISTING ZONING: AG (MELD COUNTY)  
PROPOSED ZONING: GC (GENERAL COMMERCIAL)  
164,292.0 SF, 3.772 ACRES

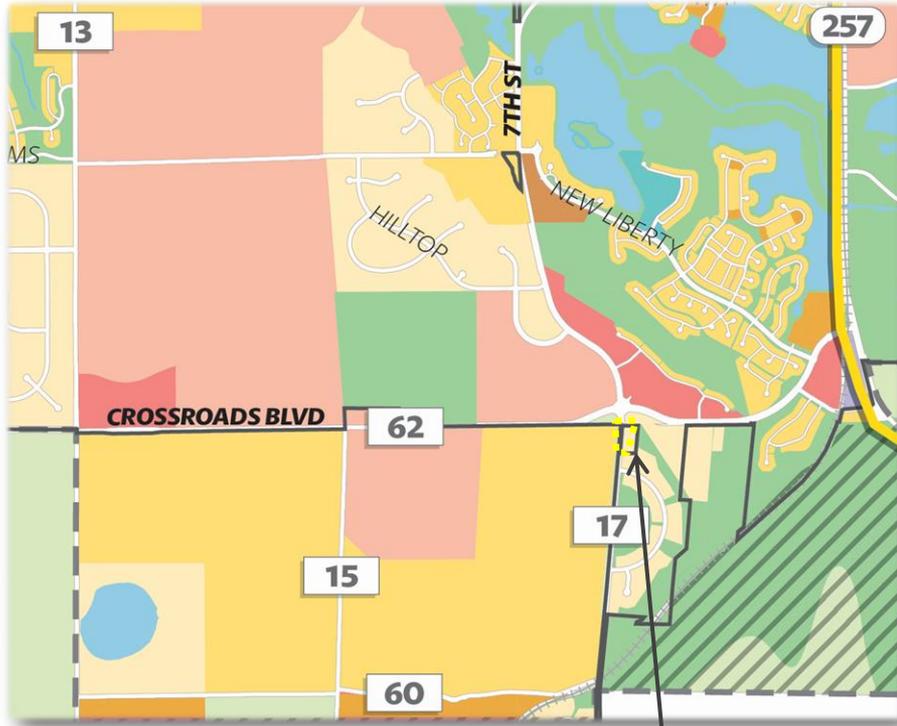
**LEGEND**

- ◆ FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND #4 REBAR WITH CAP AS SHOWN
- ANNEXATION BOUNDARY
- EXISTING LOT LINE
- EXISTING RIGHT-OF-WAY
- EXISTING SECTION LINE
- EXISTING EASEMENT
- CONTIGUOUS BOUNDARY



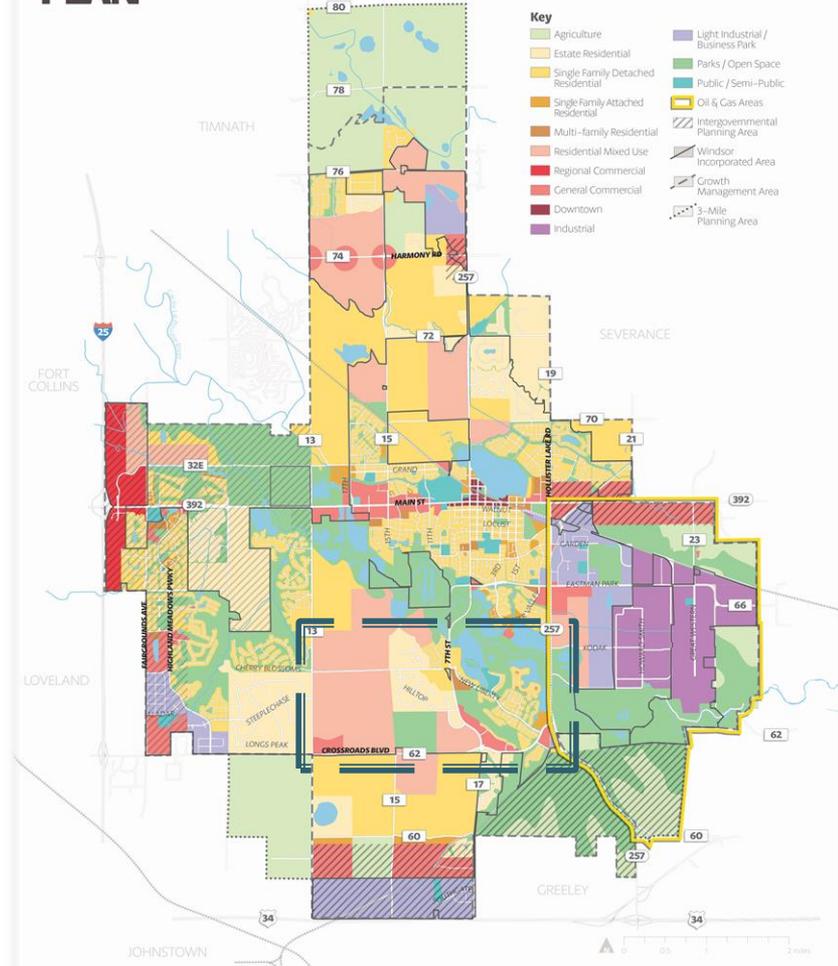
<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 80%;">DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION				<p>DATE: TSP</p> <p>DRAWN: CRW</p> <p>DESIGNED: JAJ</p> <p>PLANNED: 0321_Annex</p> <hr/> <p style="text-align: center;"><b>SOUTH GATE 7TH ANNEXATION ANNEXATION MAP</b></p> <hr/> <p style="text-align: center;"><b>TST</b> TST, INC. CORPORATE ENGINEERS 744 Whipple Way Suite 200 Fort Collins Colorado, 80525 Phone: 970.228.0057</p> <p>PLAT NO: 732-321-04</p> <p>SCALE: 1" = 50'</p> <p>DATE: NOVEMBER 16, 2016</p> <p>HEET: 2 of 2</p>
NO.	DATE	DESCRIPTION					

# Land Use Plan



Subject Property

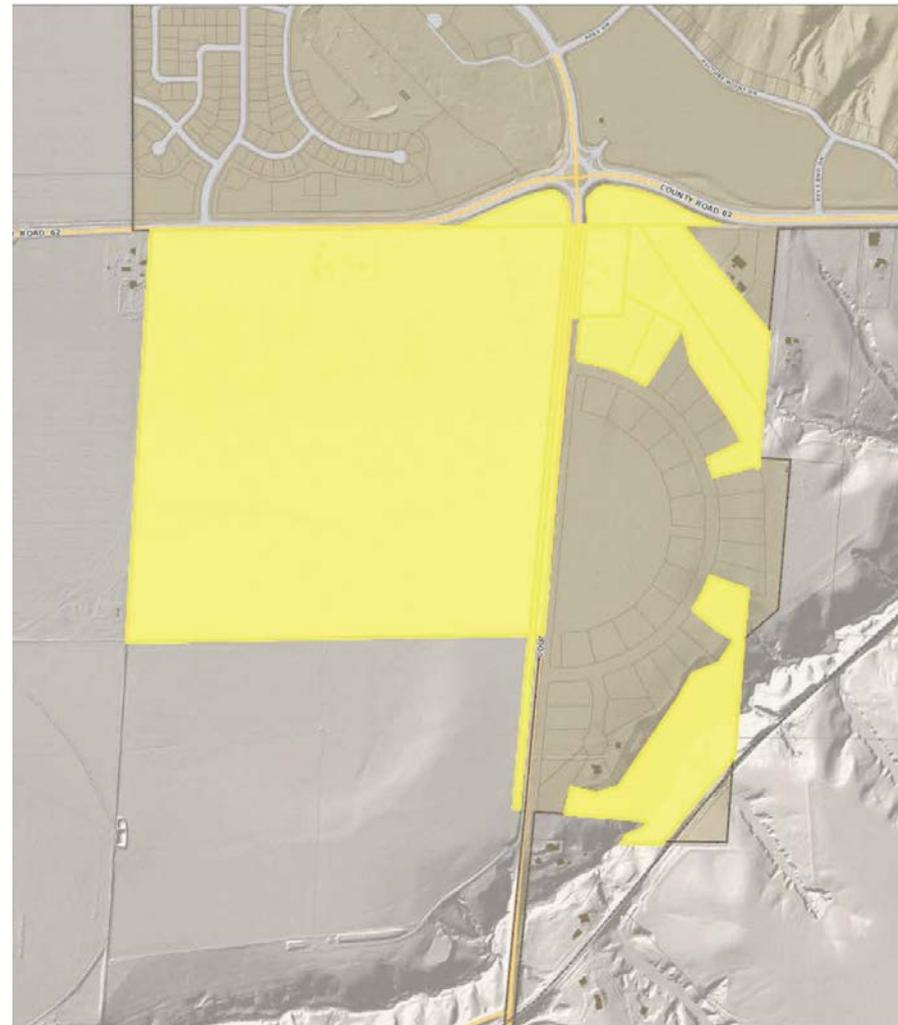
# LAND USE PLAN



# Notification Area

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

- ▶ Dec. 5, 2016 – staff mailed Certified Packets to relevant taxing districts
- ▶ Dec. 5, 2016 – staff submitted legal ad to the newspaper to run for 4 consecutive weeks
  - Dec. 9, 2016 – first week legal ad
  - Dec. 16, 2016 – second week legal ad
  - Dec. 23, 2016 – third week legal ad
  - Dec. 30, 2016 – fourth week legal ad
- ▶ Dec. 8, 2016 – public hearing notice published on the Town website
- ▶ Dec. 8, 2016 – large annexation sign posted on the property
- ▶ Dec. 22, 2016 – applicant mailed letters to surrounding property owners



# Recommendation

At their January 4, 2017 regular meeting, the Planning Commission forwarded a recommendation of approval of the South Gate 7<sup>th</sup> Annexation and Zoning designation to the Town Board, as presented, and staff concurs with this recommendation.

# Annexation

Staff requests that the following be entered into the record:

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



## MEMORANDUM

**Date:** January 9, 2017  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
Scott Ballstadt, AICP, Director of Planning  
**From:** Carlin Barkeen, AICP, Chief Planner  
**Subject:** Public Hearing – Conditional Use Grant (CUG) for extraction of solid materials for the purpose of constructing an irrigation pond in the RMU (Residential Mixed Use) Zone District – Harmony 1<sup>st</sup> & 2<sup>nd</sup> Annexation – John Warren, applicant/representative, Connell Resources  
**Location:** East of Weld County Road 13 and South of Weld County Road 74/Harmony Road  
**Item #:** C.4.C.5

### **Background:**

The applicant, Connell Resources, has requested that the subject request for a Conditional Use Grant (CUG) for extraction of solid materials for the purpose of constructing an irrigation pond for an existing tree farm. A CUG is required for the open or surface mining operations for development or extraction of solid materials, per Section 16-7-70 of the Town's Municipal Code. Section 16-7-70 also outlines the Intent of Conditional Use Grants.

The CUG proposes an extraction period of 90 days during the construction of the irrigation pond. The applicant has proposed a hauling route to and from the subject property and Connell's existing facility, located south of Harmony Road and east of I-25. The ingress/egress point for the subject site would be located on Harmony Road, east of WCR13, and a temporary traffic signal would be located at the subject access point to assist with truck movement. Please see the enclosed hauling plan.

**Conformance with Comprehensive Plan:** The proposed use is not specifically addressed in the Comprehensive Plan.

**Conformance with Vision 2025:** Temporary extraction of solid materials is not addressed in the elements of the Vision 2025 document.

**Recommendation:** At their January 4, 2017 regular meeting, the Planning Commission forwarded a recommendation of approval of the CUG for a 120-day period to the Town Board subject to the following conditions:

1. The applicant shall provide a traffic control plan; and
2. Hauling shall discontinue on weekdays between the hours of 7:00-8:30 a.m. and 4:30-6:00 p.m.

**Notification:** December 19, 2016 – Conditional Use Grant Sign Posted on the Property  
December 23, 2016 – Public Hearing Legal Ad Published  
December 19, 2016 – Affidavit of Mailing to property owners within 100 feet

**Enclosures:** Application Materials  
Staff PowerPoint



# APPLICATION FOR CONDITIONAL USE

(Please see Town of Windsor Fee Schedule for Application Fees)

TOWN OF WINDSOR  
301 Walnut Street  
Windsor, CO 80550

Office: (970) 674-2415  
Fax: (970) 674-2456

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

## TO BE COMPLETED BY APPLICANT

(Type or print in black ink) *Harmony 1st & 2nd Annex*

Street Address\*: Township 6 North, Range 67 West, Section 6 Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Subdivision: \_\_\_\_\_

**\*\*\*Conditional Use Grant approval is only valid for the applicant(s) who receive the original approval and is not transferable to subsequent occupants of the property.\*\*\***

\*Describe the non conforming use or home occupation. Include activity description, average number of clients, need for parking, hours of operation, size of area to be used, justification of continuance of non conforming use and result of any communication with neighbors. (use back or additional sheets if necessary)

Windsor Municipal Code Section 16-7 and Section 16-31.

- Legible, accurate drawings (drawn to an appropriate scale, which cannot be smaller than 1"=30') and specifications necessary for the property consideration of this grant shall be submitted with this application.
- Conditional use grant evaluation criteria are detailed in Windsor Municipal Code Section 16-7-50.
- Notification requirements are detailed in Windsor Municipal Code Section 16-31.

*Present use of land:	<u>Agricultural</u>	Size:	_____
*Present use of structure:	<u>N/A</u>	Size:	_____
*Proposed use of land:	<u>Agricultural</u>	Size:	_____
*Proposed use of structure:	<u>N/A</u>	Size:	_____

If granted this conditional use grant, I/We the undersigned, agree to comply with the Code of the Town of Windsor, Colorado and any other stipulations as determined by the Town Board. I hereby depose and state under penalties of perjury that all statements and proposal submitted within this application are true and correct to the best of my knowledge.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Connell Resources, Inc. \_\_\_\_\_

**Applicant (please print)**

**Applicant's Signature**

970-223-3151                      970-223-3191

**Phone (daytime)**                      **Fax**

[jwarren@connellresources.com](mailto:jwarren@connellresources.com)

**Email**

Serfer Land Ventures, LLC. \_\_\_\_\_

**Property Owner\* (please print)**

**Property Owner's Signature**

303-419-6781

**Phone\* (daytime)**                      **Fax\***

[serbousekhomes@msn.com](mailto:serbousekhomes@msn.com)

**Email\***

Applicant's Representative (if any)      Name John M Warren

Phone 970-223-3151      Fax 970-223-3191      Email jwarren@connellresources.com

\* indicates required fields

**Project Description:**

Township - 6 North  
Range - 67 West  
Section 6

Work will consist of construction of 9.9 acre irrigation water storage pond on property to facilitate tree farming operation already on site. The material excavated from the pond would be hauled to an offsite location. The work will be performed in one continuous operation lasting approximately 90 days. The pond would be constructed to fit within approved Annexation Master Plan that was approved by Town of Windsor in February 2009.

Please see attached drawing.

# Conditional Use Grant Harmony 1<sup>st</sup> & 2<sup>nd</sup> Annexation



Carlin Barkeen, AICP, Chief Planner  
January 9, 2017 – Town Board

# Conditional Use Grant

Article VIII of Chapter 16 of the Municipal Code outlines the intent of the Conditional Use Grant process, including:

## **Sec. 16-7-10. Purpose.**

The *conditional use* classification is intended to allow consideration of *uses* which are unique in nature or character and, except as otherwise specifically provided in this Chapter, not specifically included as *uses* by right in any specific zoning districts. It is the specific intent of this Article, except as otherwise specifically provided in this Chapter, to prohibit the granting of *conditional uses* in any zone when such *use* is allowed as a *use* by right in any other zone.

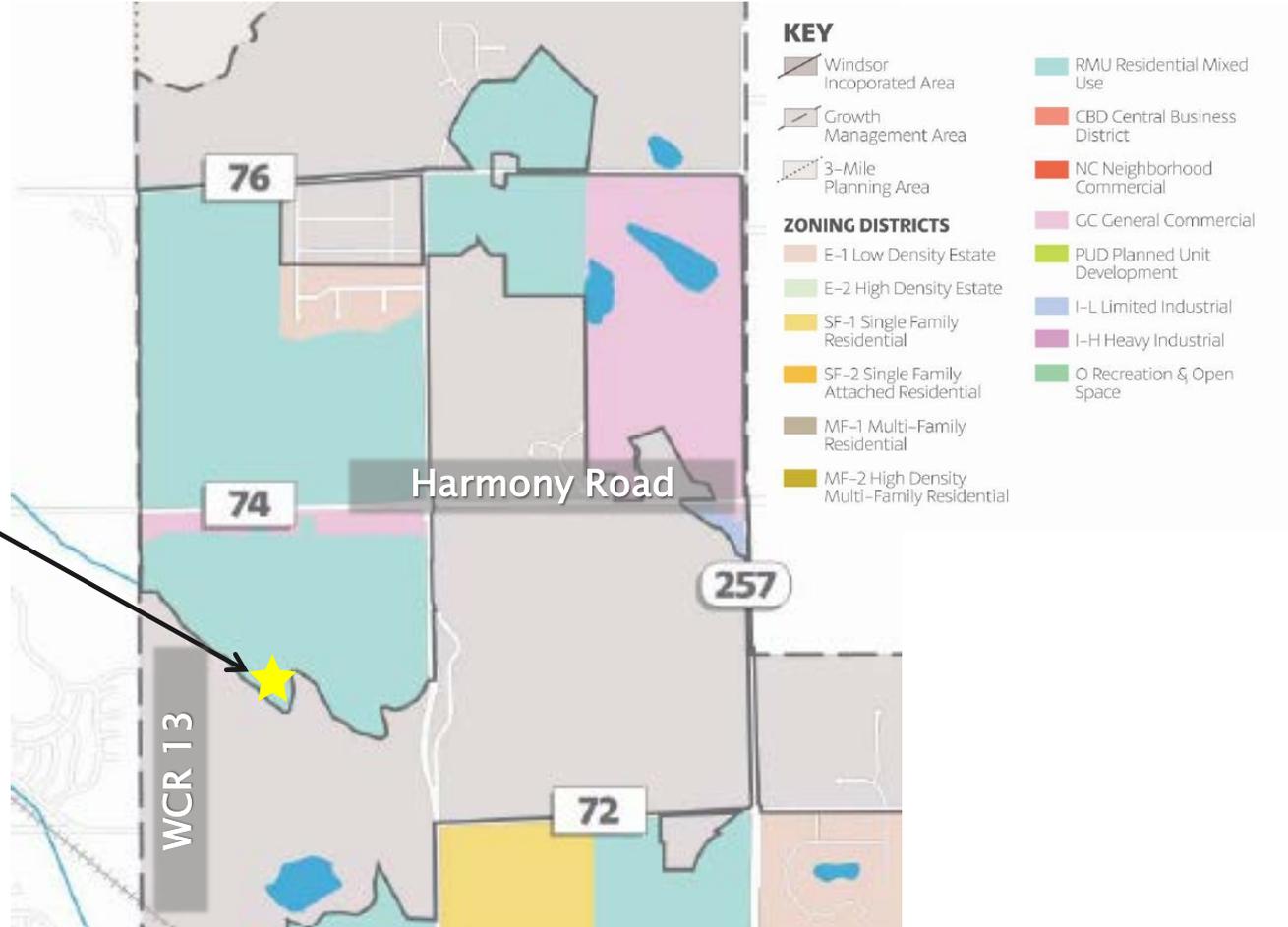
# Site Vicinity Map

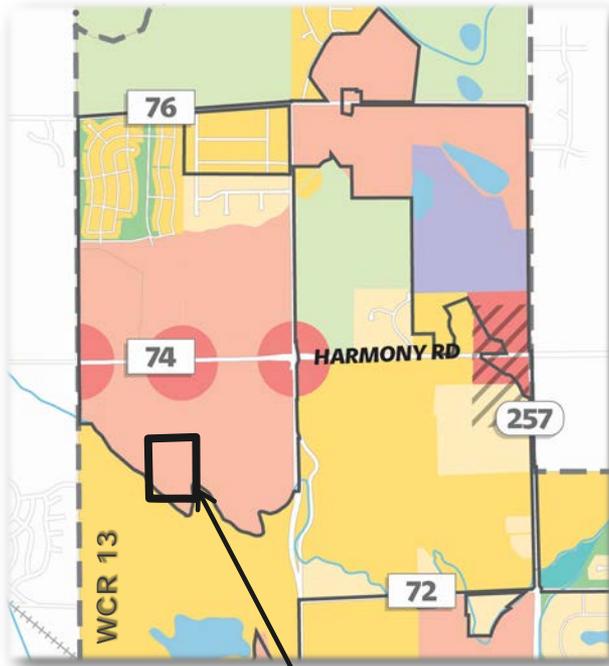
Site  
Location



# Zoning Map

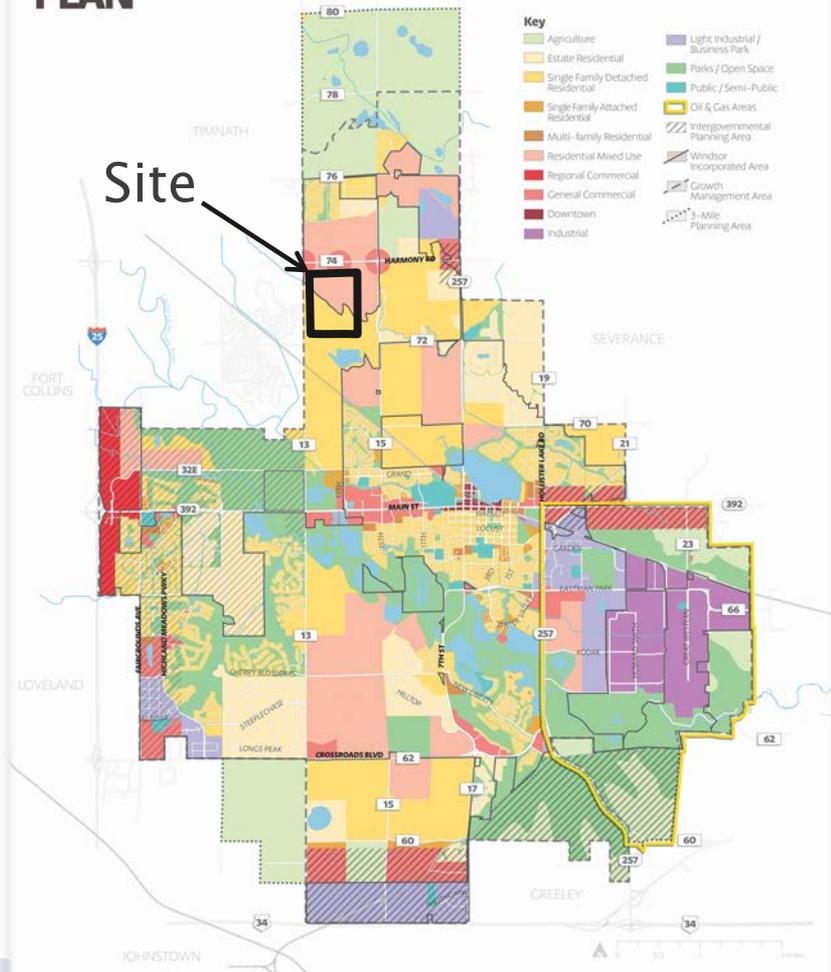
Site  
Location





Site

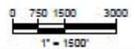
# LAND USE PLAN



# Haul Route



Background Image ©2016 Google Image Date 5/7/16



1. Temporary traffic signal installed and remain for duration of work.
2. Haul Times: 8:30am-4:30pm Mon 7:00am-5:00pm Sat (Necessary) No Work on Sunday Daylight Operations

No.	Revision

**CONNELLY**  
CONNELLY RESOURCE  
7125 Highland Meadows Parkway  
Fort Collins, CO 80528  
(970) 223-0151 FAX 970-223-0152

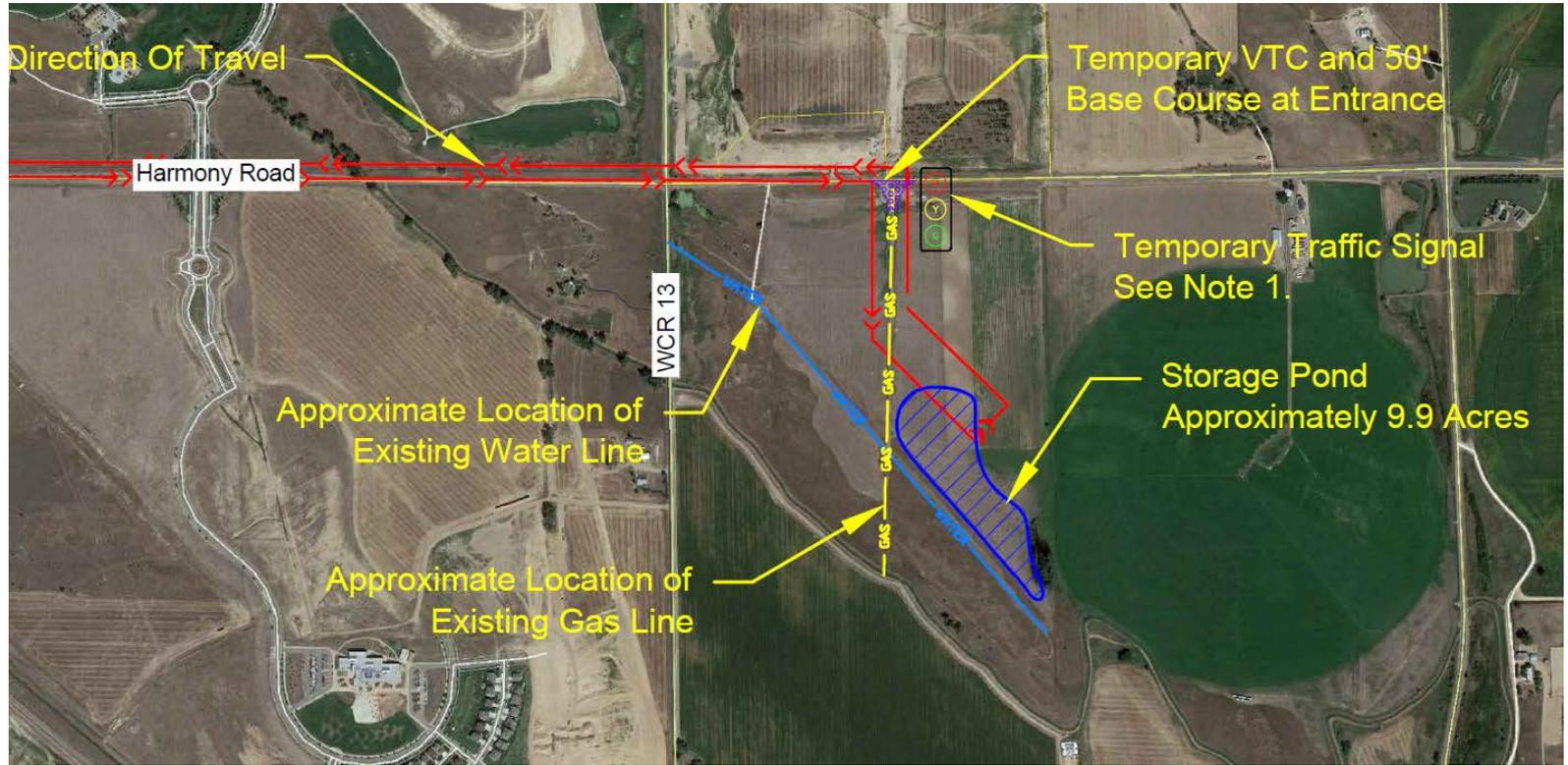
Project Name and Address:  
Harmony Gardens  
Harmony, CO

Project:  
Harmony Gardens Irrigation

Date:  
December 13, 2016

Sheet Number: 1

# Access

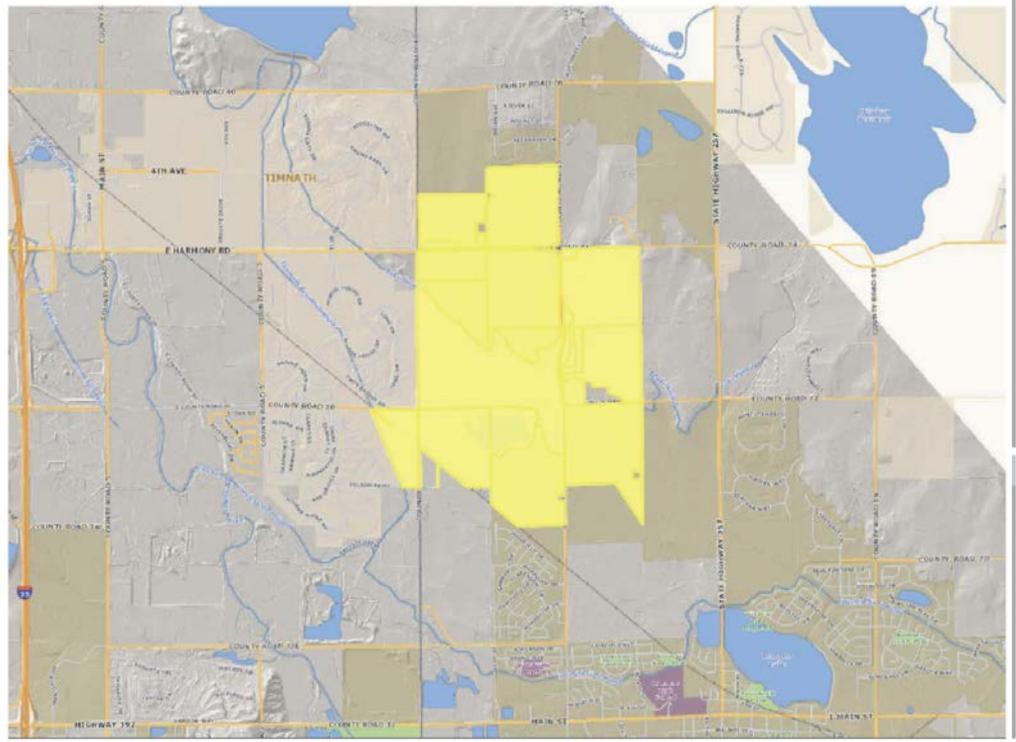


# Notification Area

## Notification:

Notifications for this meeting were as follows:

- ▶ December 19, 2016 – affidavit of letters mailed to the adjacent property owners
- ▶ December 19, 2016 – property posted with a notification sign
- ▶ December 19, 2016 – legal notice posted on the Town of Windsor website
- ▶ December 23, 2016 – legal ad published in the Tribune



# Recommendation

At the January 4, 2017 regular meeting, the Planning Commission forwarded to the Town Board a recommendation of approval of the conditional use grant for 120 days with the following conditions:

1. The applicant provide a traffic control plan; and
2. Hauling shall discontinue on weekdays between the hours of 7:00–8:30 a.m. and 4:30–6:00 p.m.

# Conditional Use Grant

Staff requests that the following be entered into the record:

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



## MEMORANDUM

**Date:** January 9, 2017  
**To:** Mayor and Town Board  
**Via:** Regular meeting packets, January 9, 2017  
**From:** Kimberly A. Emil, Asst. Town Attorney  
**Re:** Compensation of Municipal Judge and Municipal Court Clerk  
**Item #:** C.6.

### **Background / Discussion:**

The statutes governing qualified municipal courts of record require that the compensation of the Municipal Judge and Office of the Municipal Court Clerk be set by ordinance. This requirement has also been incorporated into the Town's Municipal Code. The Town Board previously approved the 2017 Annual Budget, where the compensation for the Municipal Judge and Municipal Court Clerk's Office was fixed. An Ordinance approving those appropriations is required in order to comply with the requirements of state law and the Municipal Code.

The attached Ordinance Fixing the Compensation of the Municipal Court Judge and Municipal Court Clerk incorporates the appropriations for these offices from the 2017 Annual Budget, thus satisfying the requirements of law.

**Financial Impact:** Already budgeted for 2017

**Relationship to Strategic Plan:** Safety and security

**Recommendation:** Adopt on first reading the attached Ordinance; simple majority required.

### **Attachments:**

Ordinance Fixing the Compensation of the Municipal Court Judge and Municipal Court Clerk for the Town of Windsor in Compliance with Sections 13-10-107 and 13-10-108, C.R.S., and Section 2-4-90 of the Windsor Municipal Code

TOWN OF WINDSOR

ORDINANCE NO. 2017-1529

AN ORDINANCE FIXING THE COMPENSATION OF THE MUNICIPAL COURT JUDGE AND MUNICIPAL COURT CLERK FOR THE TOWN OF WINDSOR IN COMPLIANCE WITH SECTIONS 13-10-107 AND 13-10-108, C.R.S., AND SECTION 2-4-90 OF THE WINDSOR MUNICIPAL CODE

WHEREAS, the Town of Windsor (hereinafter, "Town") is a Colorado home rule municipality, with all powers and authority attendant thereto; and

WHEREAS, the Town's Home Rule Charter, at Section 9.2, provides for the establishment of the Windsor Municipal Court ("Court") and the office of Municipal Judge ("Judge"); and

WHEREAS, by Ordinance No. 2010-1392, the Town Board established the Court as a statutory "court of record", subject to the requirements of the Colorado Revised Statutes; and

WHEREAS, § 13-10-107, C.R.S., requires that the compensation of the Municipal Judge and Municipal Court Clerk be fixed by ordinance; and

WHEREAS, Windsor Municipal Code Section 2-4-90 provides:

In conjunction with the annual budgeting process, the Town Board shall on an annual basis by ordinance budget and appropriate such moneys as may be necessary for the proper operation of the Municipal Court. Such appropriations shall include the fixing of compensation for the Municipal Court Judge and any Assistant Judge assigned to the Municipal Court, with due regard for the limitations established in Section 9.2(D) of the Home Rule Charter. Such appropriations shall include the fixing of compensation for the office of the Municipal Court Clerk.

and

WHEREAS, the Town Board approved the annual budget for fiscal year 2017, that included the compensation for the Judge and Municipal Court Clerk; and

WHEREAS, the Town Board wishes by this Ordinance to incorporate by reference the previously budgeted annual compensation for both the Judge and the Municipal Court Clerk in compliance with the referenced Code and statutory requirements.

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

**Section 1.** The compensation of the Municipal Court Judge and Municipal Court Clerk for the 2017 fiscal year shall be as stated in the 2017 Annual Budget previously approved by the Town Board.

**Section 2.** Nothing herein shall be deemed a waiver or modification of the provisions of Section 9.2 (D) of the Town of Windsor Home Rule Charter.

Introduced, passed on first reading, and ordered published this 9<sup>th</sup> day of January, 2017.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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

Introduced, passed on second reading, and ordered published this 23<sup>rd</sup> day of January, 2017.

TOWN OF WINDSOR, COLORADO

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

ATTEST:

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



## MEMORANDUM

**Date:** January 9, 2017  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Eric Lucas, Director of Parks, Recreation & Culture  
**Re:** Poudre Trail Temporary and Permanent Re-alignment  
**Item #:** C.7.

### **Background/Discussion:**

In early fall 2016; the Poudre Trail Board was approached by the Water Valley Land Company with their plan to permanently re-align the Poudre Trail around the Raindance oil and gas pad and the future Raindance National Golf Course. Staff shared through the Poudre Trail Board our concerns regarding trail placement, grade, erosion, maintenance, and golf course conflicts with trail users to include but not limited to golf carts, golf play and creation of an enclosure over a portion of the trail.

Since that time the trail board interim manager Gary Mason has been working with Water Valley Land Company to approve a temporary trail alignment and ultimately a permanent one. The most pressing of which is the temporary re-alignment for the oil and gas wells. Just prior to the holidays in December, we learned that Mr. Mason had approved a temporary trail re-alignment and construction. Given that the trail throughout Windsor is our responsibility and modifications ultimately are under our purview, staff contacted Tara Sinclair with Water Valley and asked to meet and review plans as we were not aware of this approval.

After meeting with Ms. Sinclair, we concurred with Mr. Mason's decision regarding the temporary trail alignment and composition. We expressed to Ms. Sinclair that we saw in excess of 115,000 users go through this area in the last year and we anticipate potential negative feedback from users if the temporary trail use extends beyond winter into spring and summer. Additionally, we discussed the permanent re-alignment and provided suggestions for the Trail Board and/or the developer to consider. The suggestions were specifically about trail grade, erosion, maintenance, interaction between trail users and golfers as well as the enclosure of a stretch of the trail. Ms. Sinclair noted that grade and golfer / trail user interaction is being re-evaluated in their design. She noted the other suggestions and was very amenable to addressing them as we move forward.

Staff felt that it was important that Town Board be made aware of both the temporary and permanent re-alignments given that Water Valley has chosen to proceed with

construction of the temporary trail alignment over the holidays. Therefore, we asked Ms. Sinclair to present the plans to the Board. Consequently the purpose of this memo is to introduce the Board to the previous discussions and make them aware of the upcoming presentation by Ms. Sinclair.

**Financial impact:**

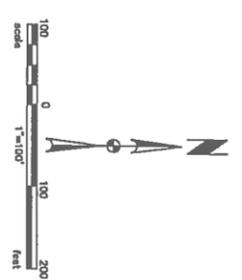
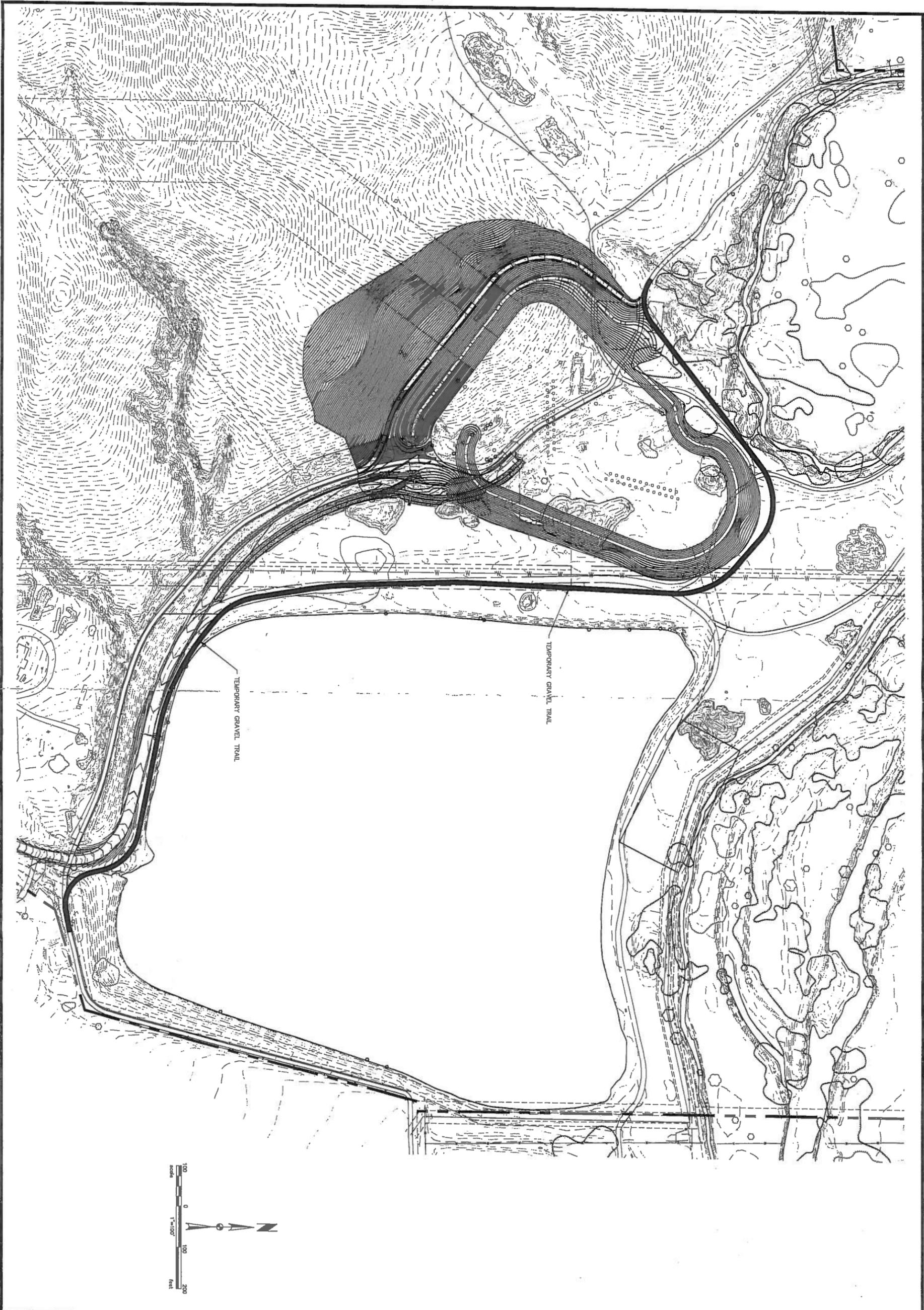
None at this time. It should be noted that maintenance responsibilities of the new trail alignment have not yet been discussed.

**Recommendation:**

While staff has no recommendation at this time, it should be noted that I spoke with the Parks, Recreation and Culture Advisory Board on January 3, 2017 regarding Ms. Sinclair's presentation and the upcoming modifications to the Poudre Trail. The feedback received from the board was one of concern regarding the length of use of the temporary alignment as they were concerned that it may not be suitable for bike, skateboard, or other modes of travel. Additionally, they were very concerned about future covering of the trail where it traversed through the Raindance National Golf Course.

**Attachments:**

- b. Temporary Alignment Map
- c. Proposed Permanent Alignment Map
- d. Trail covering concept



REVISIONS	
BY	DATE

DRAWN: JMJ  
 CHECKED: JMJ  
 DESIGNED: JMJ  
 TITLEBLOCK: 2016-10-21.pdf and d

#####  
 #####

**TST**  
**TST, INC.**  
 CONSULTING ENGINEERS  
 1500 West 10th Street  
 Suite 200 Fort Collins  
 Colorado, 80523  
 Phone: 970.226.0557  
 Fax: 970.226.0557

JOB NO. 732.0353.00  
 SCALE: 1" = 100'  
 DATE: 10/29/2016  
 SHEET: 1 of 1







Volume 5, Issue 11  
November 2016

## 2016 MONTHLY FINANCIAL REPORT

### Special points of interest:

- Base Sales tax collections were slightly under the monthly budget requirement for November. CRC expansion sales tax collections slightly exceeded the monthly collection requirement.
- Single Family Residential (SFR) building permits total 631 through November 2016. This is up from the November 2015 number of 265.
- 25 business licenses were issued in November, of which 15 were sales tax vendors.



### Highlights and Comments

- \* Sales tax collections of the 3.2% sales tax for November were \$614,232, an increase of 11.53% over November 2015. Year to date sales tax collections through November 2016 are up over November 2015 by 6.4% or \$488,739.
- \* SFR building permits have set a record at 631 issued through November. The previous annual record was 451 which was recorded in 2000 and 2005.
- \* Construction use tax through November is at 159.11% of the annual budget at \$2,805,356.

# Happy New Year Windsor!



Photo by Jason Mendoza

### Inside this issue:

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

### Items of Interest

- Construction is underway on the new Public Works building on 15th Street. This will be our largest capital project in 2017.
- You can see where all of the Town's construction is happening by visiting the Town website and choosing Maps/GIS.
- Visit us at [www.windsorgov.com](http://www.windsorgov.com) and look for live streaming of Town Board and Planning Commission meetings.

### Sales, Use and Property Tax Update

November 2016

Benchmark = 92%	Sales Tax	Construction Use Tax	Property Tax	Combined
Budget 2016	\$7,764,563	\$1,763,109	\$5,089,810	\$14,617,482
Actual 2016	\$8,123,700	\$2,805,356	\$5,064,725	\$15,993,781
% of Budget	104.63%	159.11%	99.51%	109.42%
Actual Through November 2015	\$7,634,961	\$1,871,769	\$4,156,202	\$13,662,932
Change From Prior Year	6.40%	49.88%	21.86%	17.06%
CRC Expansion Budget 2016	\$1,710,843	\$331,739		\$2,042,582
CRC Expansion Actual 2016	\$1,905,557	\$677,086		\$2,582,643
CRC Expansion % of Budget	111.38%	204.10%		126.44%

Ideally at the end of the eleventh month of the year you want to see 92% collection rate on your annual budget number. We have exceeded that benchmark in all three tax categories. Driven by strong building permit numbers, we have surpassed our annual budget collections in construction use tax.

### Building Permit Chart

November 2016

	SFR	Commercial	Industrial	Total
Through November 2016	631	0	9	640
Through November 2015	265	2	2	269
% change from prior year				137.92%
2016 Budget Permit Total				262
% of 2016 Budget				244.27%

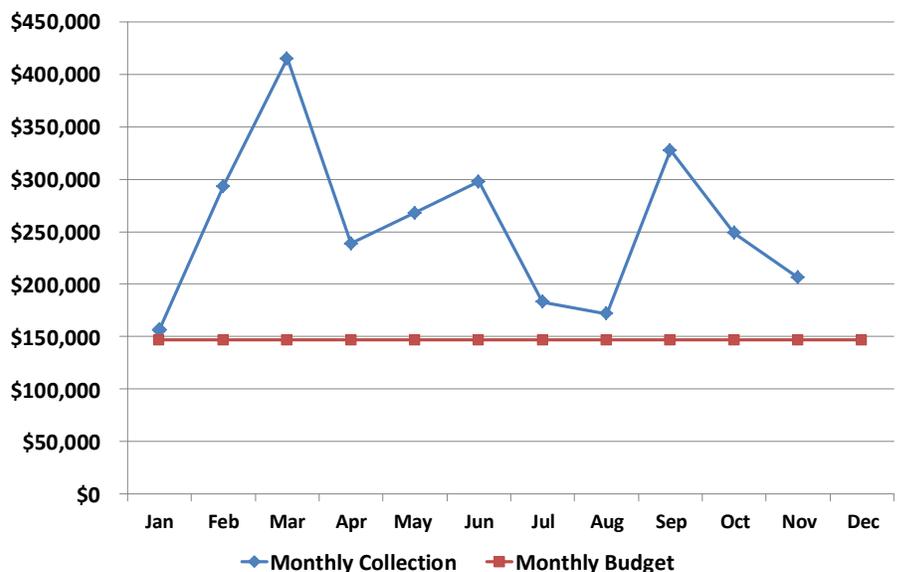
### Building Permits and Construction Use Tax

We are showing a 137.92% increase in number of permits as compared to November 2015. We issued 631 SFR permits through November 2016 as compared to 265 through November 2015.

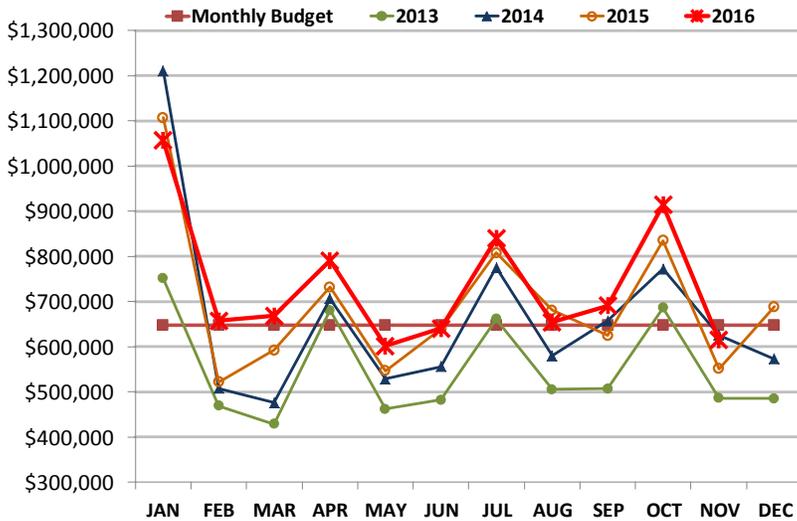
November 2016 construction use tax is above our required monthly collection.

The .75% construction use tax for the CRC expansion is at 204.10% of the annual budget.

### Construction Use Tax Collections - 3.2%



### Sales Tax Collections in Dollars - 3.2%

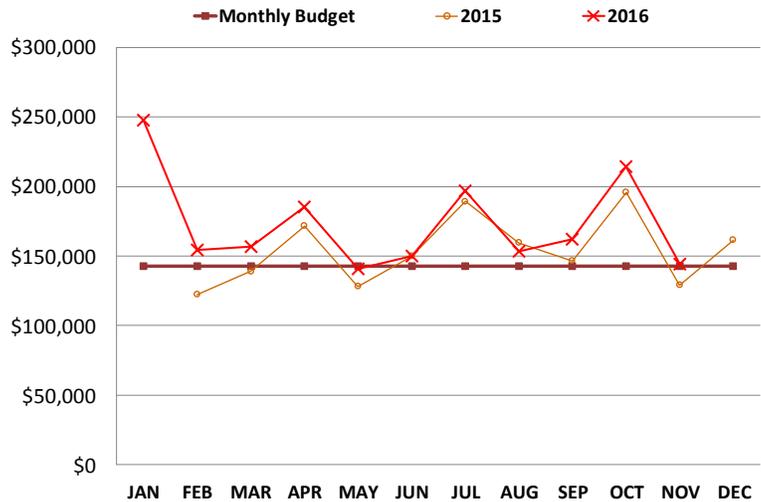


Gross sales tax collections for the month of November 2016 were \$63,500 or 11.53% higher than November 2015.

The monthly collection benchmark is \$647,047. Collections for November 2016, came in at \$614,232.

CRC Expansion sales tax collection for November 2016 was \$144,079. The benchmark monthly collection to meet the budgeted projections is \$142,570.

### Community Recreation Center Expansion Sales Tax



## October Highlights

November is a “single collection” month, meaning that the collections are for sales made in October. We did not receive any audit or payments out of the ordinary course of business, nor did we issue any refunds.

## Looking Forward

### 3.2% Collections

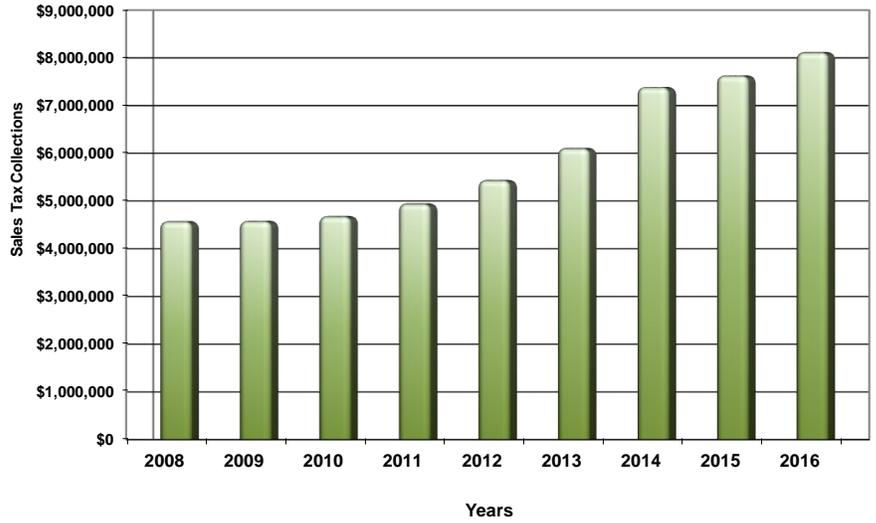
The Town budgeted \$7.7M in sales tax for 2016, making our average monthly collection requirement \$647,047. November collections were below this mark at \$614,232. At our current pace of collections, we would end the year at \$8.8M in sales tax collections.

### .75% Collections

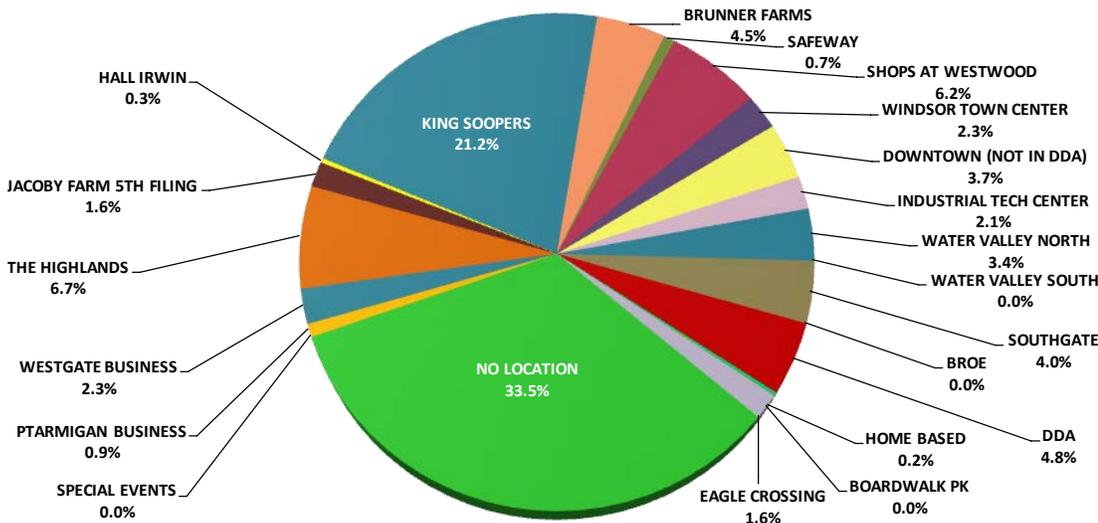
This is the second year of collecting this portion of the tax. Our monthly budget requirement is \$142,570. We collected \$144,079 in November. We are currently at \$1,905,557 in collections for 2016, equaling 111.38% of our annual budget figure. Since the inception of this tax, only one month has not met the collection requirement.

November year to date collections are up over 2015 collections by 6.4% or \$488,739.

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



**Sales Tax Revenue by GEO Code**  
November 2016



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

**Year-to-Date Sales Tax**

Our sales tax base has not changed a great deal over the past decade, with groceries and utilities leading our industry sectors in sales tax collection. Some of this increase can be attributed to an overall increase in prices and cost of living, estimated at 3.0% for the first half of the year 2016 in the Denver/Boulder/Greeley area.

- All of our sectors but Utilities/Telecom and Lodging are ahead of last year to date collections at the end of November.
- Southgate Business Park, Windsor Town Center, Shops at Westwood, Downtown and DDA had the largest percentage gain over 2015.

### All Funds Expense Chart

November 2016

Benchmark = 92%

*Operations expenditures are at 86% of the annual budget, under the budget target.*

*Sewer Fund operations reflect a loan payment which occurs in February, causing the sewer fund to be ahead of the benchmark 92%.*

*Water operations reflect an increase in the number of water meters we purchased for the new houses. We also get revenue on the sales of this equipment at the time of building permit.*

	<u>Current</u> <u>Month</u>	<u>YTD</u> <u>Actual</u>	<u>2016</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>
<b>General Government</b>				
General Fund	\$1,055,964	\$13,533,824	\$15,012,482	90%
Special Revenue (PIF, CTF, CRC)	\$49,520	\$934,144	\$1,807,849	52%
Community Rec. Center Expansion	\$84,378	\$805,236	\$1,915,895	42%
Internal Service	\$180,040	\$2,640,516	\$2,970,181	89%
Other Entities (WBA, Ec Dev Inc)	\$12,090	\$147,995	\$145,080	102%
Sub Total Gen Govt Operations	\$1,381,992	\$18,061,715	\$21,851,487	83%
<b>Enterprise Funds</b>				
Water-Operations	\$260,838	\$3,675,632	\$3,739,144	98%
Sewer-Operations	\$54,984	\$1,609,272	\$1,707,267	94%
Drainage-Operations	\$46,951	\$478,669	\$541,574	88%
Sub Total Enterprise Operations	\$362,773	\$5,763,573	\$5,987,985	96%
<b>Operations Total</b>	<b>\$1,744,765</b>	<b>\$23,825,288</b>	<b>\$27,839,472</b>	<b>86%</b>

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

*Through November, operating and capital expenditures combined to equal 90% of the 2016 Budget.*

	<u>Current</u> <u>Month</u>	<u>YTD</u> <u>Actual</u>	<u>2016</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>
<b>General Govt Capital</b>				
Capital Improvement Fund	\$1,199,636	\$8,970,619	\$11,678,171	77%
CRC Expansion Fund	\$117,143	\$9,900,026	\$8,049,363	123%
<b>Enterprise Fund Capital</b>				
Water	\$1,356,135	\$3,911,453	\$5,269,134	74%
Sewer	\$138,549	\$842,857	\$1,717,982	49%
Drainage	\$29	\$4,127,561	\$3,048,595	135%
Sub Total Enterprise Capital	\$1,494,713	\$8,881,871	\$10,035,711	89%
<b>Capital Total</b>	<b>\$2,811,492</b>	<b>\$27,752,516</b>	<b>\$29,763,245</b>	<b>93%</b>
<b>Total Budget</b>	<b>\$4,556,257</b>	<b>\$51,577,804</b>	<b>\$57,602,717</b>	<b>90%</b>

### All Funds Expenditures

With the exception of the Drainage fund capital expenses and the CRC expansion, the Town is where it should be at this time of year regarding expenditures. The drainage capital expenditures and CRC expansion will need a supplemental budget later this year. When we developed the 2016 budget, we planned on doing more of the West Tributary Channel project in 2015. Instead more of the project went into 2016 than we had expected. The same situation occurred with the CRC Expansion.



### General Fund Expense Chart

Department	Current Month	YTD Actual	2016 Budget	% of Budget
410 Town Clerk/Customer Service	\$51,398	\$632,242	\$690,854	91.5%
411 Mayor & Board	\$74,023	\$976,489	\$1,103,343	88.5%
412 Municipal Court	\$1,415	\$15,178	\$19,630	77.3%
413 Town Manager	\$35,431	\$413,857	\$440,163	94.0%
415 Finance	\$45,194	\$648,310	\$659,277	98.3%
416 Human Resources	\$25,213	\$411,221	\$442,405	93.0%
418 Legal Services	\$25,153	\$336,982	\$380,497	88.6%
419 Planning & Zoning	\$45,333	\$526,053	\$701,114	75.0%
420 Economic Development	\$52,729	\$436,648	\$431,868	101.1%
421 Police	\$238,207	\$3,022,929	\$3,273,456	92.3%
428 Recycling	\$2,545	\$32,731	\$50,945	64.2%
429 Streets	\$74,965	\$1,024,128	\$1,217,066	84.1%
430 Public Works	\$26,924	\$315,879	\$365,326	86.5%
431 Engineering	\$62,917	\$763,063	\$887,113	86.0%
432 Cemetery	\$6,659	\$118,653	\$129,108	91.9%
433 Community Events	\$3	\$63,888	\$136,215	46.9%
450 Forestry	\$25,023	\$298,268	\$338,963	88.0%
451 Recreation Programs	\$136,962	\$1,661,339	\$1,712,976	97.0%
452 Pool/Aquatics	\$1,797	\$211,534	\$186,332	113.5%
454 Parks	\$89,898	\$1,191,617	\$1,297,222	91.9%
455 Safety/Loss Control	\$0	\$3,751	\$17,460	21.5%
456 Art & Heritage	\$17,340	\$213,447	\$279,437	76.4%
457 Town Hall	\$16,835	\$215,617	\$251,712	85.7%
<b>Total General Fund Operations</b>	<b>\$1,055,964</b>	<b>\$13,533,824</b>	<b>\$15,012,482</b>	<b>90.2%</b>

### General Fund Expenditures

General Fund operating expenditures are below the 92% budget benchmark through November at 90.2%.

The Finance budget reflects the final payment on the 2015 audit as well as an increase in the total collection fees charged by county treasurers to collect our monthly property taxes.

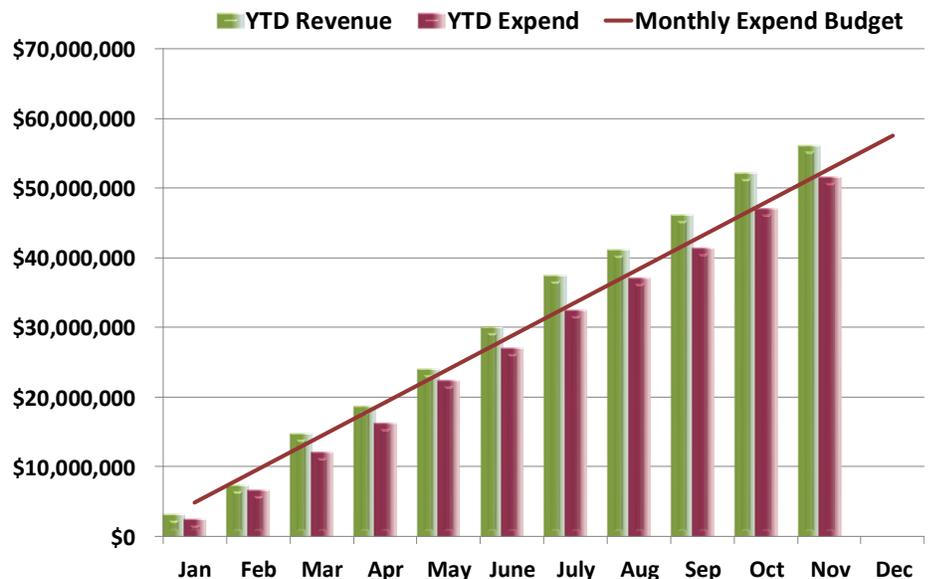
As would be expected, recreation and aquatics related programs are ahead of the budget benchmark as many of their programs are finished for the year.

### Revenue and Expenditure

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

Our monthly budgeted total expenditures equal \$4,800,226. In November we collected \$3,967,054 in total revenue.

### Combined Revenue and Expenditures





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

	2016 Projects	2016 Budget	Spent YTD	Dept.	Multi-Yr	Est. Start Process	Actual Start	% Complete	Est. Complete	Actual Complete
1	PW/Parks Maintenance Facility Design	2,333,000	588,415	T Mng	2014-2017	Aug-15		11%	2017	
2	IT - Studio Equipment Upgrade	125,000	132,199	Fin	2016	Apr 1	Apr 1	98%	Nov 1	
3	GIS Asset Management Software	150,000	82,587	Fin	2016	Apr 15	Jun-16	80%	mid Dec	
5	Eastman Pk/7th St Roundabout	1,085,320	1,082,395	Eng OH	2015-2016	2015	2015	100%	Aug 18	21-Aug
6	County Line Road Mitigation design	50,000	41,598	Eng OH	2016-2017	mid Feb	May 1	90%	Dec 31	
7	Walnut St / Hwy 257 Turn Lane	55,000	0	Eng DB	2015-2016	2015	2015	99%	Nov 1	
8	9th Street Traffic Signal	180,000	34,553	Eng DW	2016	Jun 1	Jun-16	100%	Aug 18	18-Aug
9	Crossroads-CR13 traffic signal	340,000	152,307	Eng OH	2016	mid Aug	Jul-16	100%	mid Aug	mid Aug
10	Harmony Rd-CR15 traffic signal design	16,000	9,019	Eng OH	2016-2017	mid Apr	Apr 15	90%	Dec 31	
11	New Liberty Rd Extension	2,000,000	963,571	DW/KB	2016	Jul 25	Aug 1	85%	Dec 1	2017
12	GW Railroad Quiet Zone w/grant	2,200,000	2,708,778	Eng DB	2014-2016	2015	2015	98%	Dec 1	
13	Street Maintenance (overlay, crack seal, chip seal)	2,100,000	1,713,493	Eng CT	2016	Jan-15	Mar 1	92%	Nov 11	Spring 2017
14	Poudre River Maintenance	75,000	0	Eng DW	2016	Dec		10%	Dec	
15	Water Line Replacement 16th S of Riverbend	798,000	133,519	Eng CT	2015-2016	Jul 1	Oct 17	90%	Dec	
16	Kyger Reservoir Pump Station	2,315,281	822,635	Eng OH	2014-2017	Aug 1	Aug 1	65%	Feb 2017	
17	Update Storm Water Study	100,000	55,243	Eng DW	2015-2017	Feb	Feb	70%	Dec	
18	Law Basin Master Plan Channel - construction w/ PDM Grant - 2012-2015	1,998,095	2,622,709	Eng DR	2012-2016	2015	2015	99%	Nov	
19	Law Basin West Tributary Channel - 2013-2015	1,050,500	1,636,937	Eng OH	2013-2016	2015	2015	99%	Oct	Oct
20	Trail Cross 257/Grasslands; CR19#2 Ditch; CR13	108,107	104,149	Eng CT	2016	Apr 1	Apr 1	100%	Oct	28-Oct
21	Main Park Shelter Replacement (2)	53,190	108,177	Eng OH	2015-2016	Nov 2015	1-Nov	100%	Aug 1	1-Aug
22	Chimney Park south parking lot slurry/stripe	15,000	7,375	Eng CT	2016	Aug 1	Aug	100%	Nov 11	Nov
23	Chimney Park North Shelter Replacement	27,310	54,508	Eng OH	2015-2016	Nov 2015	1-Nov	100%	Aug 1	1-Aug
24	Cemetery streetscape sidewalk constructions	247,500	297,520	Eng CT	2015-2016	Jun 13	Jun 27	100%	Nov 18	Nov
25	Boardwalk Trash Enclosure	40,150	0	Pks/WW	2016	Mar 1		0%	Jul 10	
26	Poudre Trail From Westwood Village w/grant	250,000	2,137	Pks/WW	2015-2016	Feb 1		0%	Aug 1	LT
27	Windsor Tr Jacoby easement 13 to New Cache Ditch	10,000	0	Pks/WW	2016	Feb 1		0%	Aug 1	2017
28	Windsor Tr 392 @ Highlands Design & Underpass	185,000	1,813	Pks/WW	2016	Feb 1	Feb 1	10%	mid Nov	LT
29	15th & Walnut Open Space Development	100,000	8,371	Pks/WW	2016	Aug 1	Aug	25%	Jul 9	2017
30	Poudre River Diversion Design w/grant	-	35,213	Pks/WW	2016	Oct 7	Jun	100%	EOY	1-Sep
31	Main Park Irrigation design	9,000	0	Pks/WW	2016-2017	Mar 1	Dec	90%	Dec 15	
32	Main Park Pickle Ball Court	45,100	57,830	Pks/WW	2016	Sep 1	Oct	100%	Oct	Oct
33	Boardwalk Performance Venue	500,000	244,951	Pks/WW	2016	Mar 1	Mar	100%	Aug	Aug
34	Eaton House Structural Assess w/grant	15,000	15,900	Pks/TF	2015-2016	Jan	Feb	99%	Dec	
35	Museums-Phase 3 Landscaping documents	37,645	7,971	Pks/TF	2016	Aug 1	Sep	25%	EOY	
36	Museums - Depot siding	45,000	40,456	Pks/TF	2016	Aug 1	Oct	100%	Dec 1	1-Dec
37	Eaton House Master Plan w/grant	25,000	19,519	Pks/TF	2016	Jan	Jan	100%	Jul 1	Jul 1
38	Chimney Pk North change to Non-potable	99,000	2,750	Pks/WW	2016	Sep		25%	EOY	
39	Automate splitter box E of Chimney Pk design	33,000	0	Pks/WW	2016-2017	Aug 1	Dec 1	15%	EOY	
40	CRC Expansion	7,215,695	9,374,669	Pks/EL	2014-2016	2015	2015	100%	Oct 8	Oct 8
41	Railroad Impr Garden Drive	40,000	0	P Wks	2016	Sept	Nov	100%	mid Nov	Dec 1
42	CR 15 South of Crossroads	130,000	0	P Wks	2016	Apr 1		0%	Sep 1	
43	Sewer Line Rehab	83,370	0	P Wks	2016	Sept	Oct	100%	Dec	Dec
44	Chemical Treatment Facility	35,000	78,785	P Wks	2016	Aug 1	1-Aug	90%	Nov 15	
45	Sewer Nutrient Program w/grant	402,000	442,198	P Wks	2014-2016	2015	2015	100%	May 2016	Jul 1
46	Lift Station #4 Replacement	515,000	35,537	P Wks	2016	Nov 1	Nov	60%	EOY	
47	Repl. #1,12,14,36,70,81,82,83, leasing #35, 94, 52, 19, incl Toro - Chimney Park, incl tow behind broom	560,000	452,427	P Wks	2016	Jan-16	Feb	98%	Jul	Dec 1
48	1 New Eng Vehicle/equipped #109	30,000	27,159	P Wks	2016	Jan-16	Mar	100%	Jul	
	Color key for funds =	PIF	CTF	CIF	WF	NPWF	SF	SDF	FF	ITF



## Our Vision:

WINDSOR is the hub of Northern Colorado;  
a safe, unique and special town that offers diverse cultural and recreation opportunities.

WINDSOR is recognized as a regional leader that demonstrates fiscal responsibility,  
environmental stewardship and strategic excellence.

A town that thinks big and embraces its hometown pride.

## Our Mission:

The Town of WINDSOR promotes community and hometown pride through sustainable,  
excellent and equitable delivery of services in a fiscally responsible manner.



### *2016 Monthly Financial Report*

Town of Windsor  
301 Walnut Street  
Windsor, CO 80550

Phone: 970-674-2400  
Fax: 970-674-2456

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

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

**We're on the Web**

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

# WATER REPORT

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A snapshot of water sources  
and use in the Town of Windsor.

*JANUARY - DECEMBER 2016*





# WATER 101



## NON-POTABLE WATER

is "raw" or untreated and typically used for irrigation.



## POTABLE WATER

is treated and safe for human consumption.



To buy the water rights for an average Windsor home, it costs **\$22,000.**



An average household in Windsor annually uses **163,000 GALLONS.**



When comparing a winter and summer day, water use in Windsor **QUADRUPLES.**

# 2

Windsor obtains its water rights from two sources: **Colorado Big Thompson** and the **North Poudre Irrigation Company.**

Water is measured in acre-feet.



**1  
ACRE-FOOT**

=



**326,000  
GALLONS**

=



**1 FB FIELD,  
1 FOOT DEEP**

# WATERSOURCES



Water is a precious, limited commodity and must be budgeted, much like money, in the form of water rights. Each year the water budget must be modified to match that year's supply scenario.

Windsor obtains its water rights from two sources: the Colorado Big Thompson (CBT) and the North Poudre Irrigation Company.

Most of the potable water coming out of Windsor faucets starts as raw water on the other side of the Continental Divide in the Upper Colorado River Basin. It is collected and conveyed through an elaborate system of reservoirs, trans-mountain tunnels, canals and pipelines built under the Colorado Big Thompson Project, authorized by President Franklin D. Roosevelt in 1937. There are 310,000 acre-foot units in the CBT system.

The original purpose of the CBT system was to provide water to supplement the native river supplies in Northern Colorado. In years when the native supply is low, CBT provides additional supply from their storage reservoirs.

The amount of water from a CBT unit can vary from 0.5 acre-feet to 1.0 acre-foot in any given year.

Windsor also owns shares in the North Poudre Irrigation Company, and, as a result, owns units of Colorado Big Thompson water through the North Poudre Irrigation Company.

Although Windsor doesn't own a water treatment plant, it does own adequate raw water rights for all existing customers in its service area.





# WATER USE

## RESIDENTIAL

On average, a household in Windsor uses 0.25 acre-feet (81,500 gallons) per year inside the home. Irrigation adds an additional 0.25 acre-feet.

Windsor's projected potable water demand at build-out of the Growth Management Area is 12,500 acre-feet. To meet this demand, Windsor will actually need 15,800 acre-feet. Currently, water rights owned by the town yield 3,400 acre-feet.

Much of the land in Windsor's Growth Management Area is or was used for irrigated agriculture, and, so as it is urbanized, the historical agriculture water rights can continue to be used to irrigate lawns, trees and shrubs. To help water conservation efforts, the town established an ordinance requiring a secondary non-potable water system

within new developments. For nearly 20 years, most new residential developments in Windsor have included a non-potable water system, typically owned and operated by a Metropolitan District or Homeowners Association.

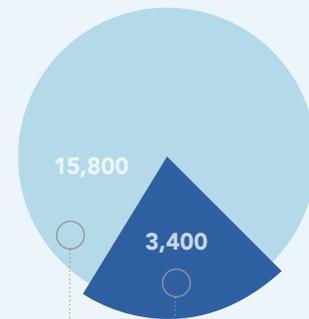
## PARKS & OPEN SPACES

In 2010, Windsor adopted a Non-Potable Water Master Plan, a road map for irrigating public parks and open space with non-potable water. Generally, the plan is to irrigate with well water augmented by agricultural water stored in a reservoir for release back to the Poudre River to meet state requirements.

With only a few exceptions, Windsor's parks are irrigated with non-potable water from reservoirs or wells.



An average household in Windsor annually uses **163,000 GALLONS.**



15,800

3,400

Current acre-feet supplied by owned water rights

Total acre-feet needed to meet full Growth Management Area buildout demand



**WATER USE 2016**

# WATER TREATMENT



## CURRENT OPERATIONS

Windsor's raw water is treated by three entities — Fort Collins-Loveland Water District (agreement expires March 2018), City of Greeley (January 2021), and the North Weld County Water District (no expiration). These entities treat the town's raw water and deliver potable water to master meters where it enters the town's water system.

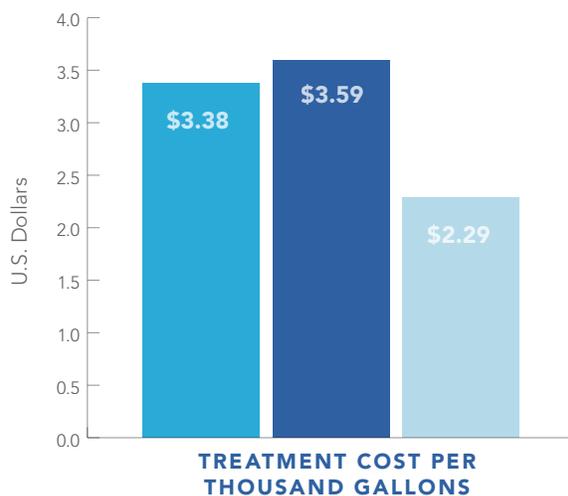
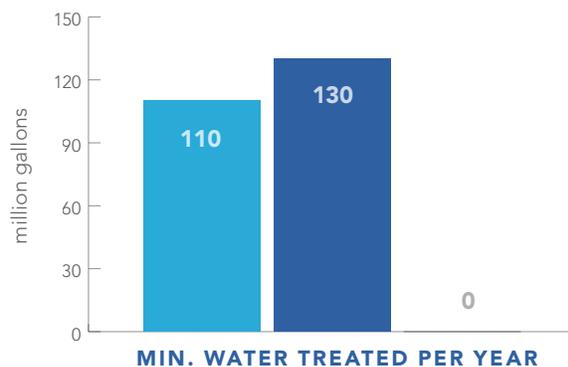
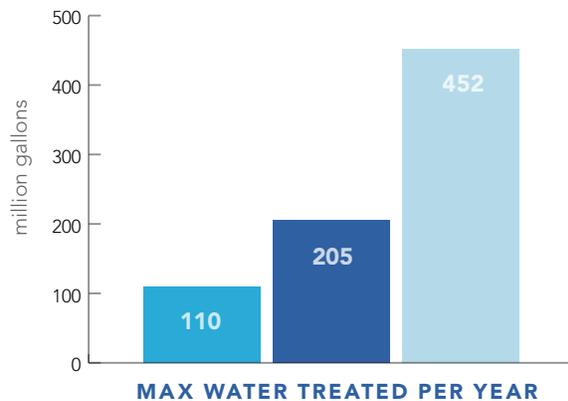
## FUTURE OPERATIONS

In 2013, Windsor collaborated with local municipalities and water districts on a study of the feasibility of a regional water treatment and transmission system (RT2 Study). The study identified a treatment plant two miles north of Highway 14 and one mile west of the Larimer-Weld County Line, with raw water provided through a pipeline from the NISP-proposed Glade Reservoir (see page 5).

Shortly after completion of the RT2 Study, Windsor organized a series of meetings with Northern Colorado entities, with the group evolving to include Windsor, Severance, Eaton and the North Weld County Water District.

In September 2015, the group conducted a study on the existing and future Soldier Canyon Treatment Plant capacity and water transmission lines. The study concluded that the plant must be expanded in 2020. With the 2020 expansion and an additional expansion in 2030, the system will meet demand through 2050.

Discussions on how to use NISP raw water are expected to continue with the group in 2017, and interest in regional water treatment cooperation appears to be gaining traction.





# WATER FUTURE

## the numbers

### *impact*

**200,000**  
people

**40,000**  
**acre-feet**  
annual yield

**11**  
cities

**04**  
water  
districts

### *project specs*

**\$700 million**

**02**  
water pump  
stations

**02**  
off-stream  
reservoirs

## NORTHERN INTEGRATED WATER SUPPLY PROJECT

To ensure future water sources, Windsor is one of 15 northern Colorado Front Range water providers involved in the proposed Northern Integrated Water Supply Project (NISP). NISP, as planned, will provide 40,000 acre-feet of raw water, with 3,300 acre-feet (8.25 percent) dedicated to Windsor.

The project will consist of two main reservoirs: Glade Reservoir and the Galeton Reservoir. Glade will be located northwest of Fort Collins and will store 170,000 acre-feet of water, a little larger than Horsetooth Reservoir. At full capacity, Galeton would store 45,600 acre-feet of water east of Ault and northeast of Greeley.

The current estimated cost to build the NISP system of reservoirs, pump stations and pipelines is \$700 million; Windsor's 8.25 percent share is \$57.8 million.

The most recent time line assumes the relocation of Highway 287, beginning in 2019 through 2020; Glade Reservoir construction in 2020 through 2023; Galeton Reservoir construction in 2020 through 2023; and finally, construction of the South Platte Water Conservation Project in 2023 through 2024.

## partners

- » Central Weld County Water District
- » Dacono
- » Eaton
- » Erie
- » Evans
- » Firestone
- » Fort Collins - Loveland Water District
- » Fort Lupton
- » Fort Morgan
- » Frederick
- » Lafayette
- » Left Hand Water District
- » Morgan County Quality Water District
- » Windsor
- » Severance



## RECENT PURCHASES

As a result of the 2009 Potable Water Master Plan, Windsor accepts up to 50 percent of the raw water for a new development in the form of cash and the remainder as actual water rights dedication. As the cash accumulates, staff members are able to purchase water rights that become available on the market.

date	share	dedicator/purchaser
<i>North Poudre Irrigation Company</i>		
01-11-2016	3.00	Water Valley South
01-18-2016	5.75	Village East, Phase 1
01-20-2016	2.00	Village East, Phase 1
01-18-2016	13.50	Winter Farm, 3rd Filing
02-03-2016	1.00	Village East, Phase 2
02-29-2016	1.00	Village East, Phase 2
03-22-2016	5.00	Water Valley South
04-04-2016	10.00	Village East, Phase 2
05-27-2016	1.50	Village East, Phase 2
06-01-2016	1.00	Village East, Phase 2
07-11-2016	1.00	Water Valley South
07-28-2016	2.00	Water Valley South
08-24-2016	8.00	Rocky Ridge Land Co.
<i>Colorado Big Thompson (CBT)</i>		
05-12-2016	32.00	Windsor @ \$26,815/unit
09-08-2016	5.00	Water Valley
09-08-2016	1.00	Windsor @ \$26,800/unit
09-08-2016	1.00	Windsor @ \$26,800/unit
09-08-2016	1.00	Windsor @ \$26,800/unit
11-10-2016	37.00	Windsor @ \$26,250/unit



For more information on the Town of Windsor's water past, present and future, contact:

Dennis Wagner  
 Director of Engineering  
 970-674-2400  
 dwagner@windsorgov.com



970-674-2400 | windsorgov.com |



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parkjusun  
Nick Bluth  
Vaibhav Radhakrishnan



## MEMORANDUM

**Date:** December 26, 2016  
**To:** Madam Mayor and Town Board  
**CC:** Patti Garcia, Town Clerk  
Ian McCargar, Town Attorney  
Kelly Arnold, Town Administrator  
**From:** Teresa Ablao, Associate Town Judge  
**Re:** Windsor Local Liquor Licensing Authority report – 4th Quarter 2016

The Authority met on October 17 and December 19, 2016. We had another quarter of fairly light Liquor Licensing agendas. Below is a brief summary of what has occurred since my last report.

### **Renewals:**

3 license renewals were approved on consent.

- *Pelican Joe's Pizzeria* (Hotel/Restaurant license)
- *Windsor Arena Sports* (Beer and Wine license)
- *Chimney Park* (Hotel/Restaurant license)

One license was renewed on the regular agenda.

- *The Eagles Nest at NoCo Ice Center* (Tavern license) The Licensee provided adequate evidence of additional training for its staff and the license was renewed

One license renewal (7-Eleven on Crossroads Blvd) was continued to the next Authority meeting to be heard together with its hearing on the Town's motion to revoke or suspend and request for show cause hearing.

### **Special Event Permits granted: 1**

- *Windsor-Severance Historical Society*

### **Show Cause Hearings: 3**

- *Loaf n Jug* on 1201 Main Street : The Licensee entered into a stipulation with the Town whereby they will serve 30 days of suspension with 15 additional days held in abeyance for sale to a minor during a compliance check operation.
- *Pueblo Viejo*: requested a continuance of their show cause hearing which was granted.
- *7-Eleven* at 629 Main Street: The Licensee entered into a stipulation with the Town whereby they will serve 10 days of suspension with 20 additional days held in abeyance for sale to a minor during a compliance check operation.

As always, please feel free to contact me anytime if you have any questions or concerns or if you wish additional information included in these reports.

Respectfully submitted,

Teresa Ablao  
Liquor Licensing Authority



## MEMORANDUM

**Date:** January 09, 2017  
**To:** Mayor and Town Board  
**Via:** Kelly Arnold, Town Manager  
**From:** Krystal Eucker, Deputy Town Clerk  
**Re:** Liquor Licensing Administrative Approvals – 4<sup>th</sup> Quarter 2016  
**Item #:** D. Communications

### **Background/Discussion:**

On September 12, 2016 the Town Board approved Ordinance 2016-1524 which allowed the Local Liquor Authority to assign administrative functions and approvals to the Town Clerk. Below is a brief summary of the administrative approvals from the 4<sup>th</sup> quarter of 2016.

- A Hotel and Restaurant license renewal for Guadalajara Mexican Restaurant was submitted to the Town on October 31, 2016 and approved by the Town Clerk on November 7, 2016
- A Beer and Wine license renewal for Pizza Hut was submitted to the Town on November 7, 2016 and approved by the Town Clerk on November 21, 2016.
- A Liquor Store license and Tasting Permit renewal for Uncorked Wine and Liquor was submitted to the Town on November 7, 2016 and approved by the Town Clerk on November 21, 2016.
- A Hotel and Restaurant license renewal for Chili Thai was submitted to the Town on December 13, 2016 and approved by the Town Clerk on December 27, 2016.
- A Hotel and Restaurant license renewal for Asian Pearl Bistro was submitted to the Town on December 15, 2016 and approved by the Town Clerk on December 27, 2016.
- A Liquor Store license renewal for Cinder & Cruise was submitted to the Town on December 19, 2016 and approved by the Town Clerk on December 27, 2016.

**PROJECT UPDATE REPORT**

**DATE:** January, 2017

**PROJECT: Northern Integrated Supply Project-  
NEPA Phase**

**CONTACT: Carl Brouwer**

**PURPOSE:** Complete the National Environmental Policy Act (NEPA) phase of the project and obtain a Record of Decision that will allow the project to be implemented.

**PROJECT STATUS:**

- Participation for the 15 participants is 40,000 acre-ft of permitted yield.
- A Supplemental DEIS has been prepared for the Project. The FEIS is being prepared.
- Additional water quality modeling is underway.
- Preliminary design of Glade Reservoir is underway.

**BUDGET ACTIVITY:**

Category	ERO	NW	TRMWF	Ciruli&Sigler	Hydros/WQ	B&V	Other	Total
Budget	\$ 720,000	\$ 500,000	\$ 100,000	\$ 50,000	\$ 700,000	\$ 1,000,000	\$ 180,000	\$3,250,000
January	\$ 42,663	\$ 52,635	\$ 11,787	\$ -	\$ 62,901	\$ 120,271	\$ 25	\$ 290,281
February	\$ 54,242	\$ 53,936	\$ 14,368	\$ -	\$ 10,820	\$ 151,004	\$ 25	\$ 284,396
March	\$ 42,776	\$ 34,523	\$ 15,657	\$ 9,809	\$ 5,030	\$ 112,902	\$ 25	\$ 220,723
April	\$ 111,203	\$ 39,656	\$ 11,412	\$ -	\$ 53,061	\$ 79,707	\$ 29,467	\$ 324,505
May	\$ 57,091	\$ 41,988	\$ 3,502	\$ 1,233	\$ 45,031	\$ 73,333	\$ 10,312	\$ 232,490
June	\$ 53,532	\$ 49,258	\$ 5,177	\$ -	\$ 136,068	\$ 33,118	\$ 29,115	\$ 306,267
July	\$ 42,244	\$ 28,443	\$ 7,750	\$ -	\$ 56,217	\$ 31,305	\$ 12,911	\$ 178,871
August	\$ 35,320	\$ 43,210	\$ 8,402	\$ 13,561	\$ 49,614	\$ 75,971	\$ 15,120	\$ 241,197
September	\$ 26,478	\$ 45,860	\$ 6,581	\$ -	\$ 71,543	\$ 36,283	\$ 33,247	\$ 219,992
October	\$ 77,332	\$ 34,180	\$ 8,848	\$ -	\$ 70,561	\$ 85,393	\$ 36,903	\$ 313,216
November	\$ 47,203	\$ 46,154	\$ 4,881	\$ -	\$ 76,585	\$ 90,653	\$ 14,898	\$ 280,373
December	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,325	\$ 3,325
Expenditure to Date	\$ 590,084	\$ 469,843	\$ 98,364	\$ 24,602	\$ 637,430	\$ 889,939	\$ 185,373	\$2,895,635
Budget Remaining	\$ 129,916	\$ 30,157	\$ 1,636	\$ 25,398	\$ 62,570	\$ 110,061	\$ (5,373)	\$ 354,365
% Spent	82%	94%	98%	49%	91%	89%	103%	89%

## ***PREVIOUS MONTH ACTIVITY:***

### ***EIS***

- **ERO has prepared a contract scope for 2017.**
- **Corps and ERO addressing comments on the SDEIS and are preparing the FEIS.**
  - **Anderson Consulting completing flushing flow analysis.**
  - **Hydros continuing work on water quality modeling including temperature, Poudre water quality, and reservoir water quality.**
  - **GEI refining aquatic life analysis.**
- **NW working on coordination with CDPHE on 401 Certification.**
- **Harvey Economics completing work on demand update. (need for project has gone up)**

### ***Larimer County***

- **MOU completed with Larimer County to develop IGA in-lieu of 1041.**
- **Held Kick-off meeting with Larimer County regarding IGA issues.**
- **Held meeting with Larimer County to discuss recreation.**
- **Preparing pipeline routing evaluation.**

### ***Glade Predesign***

- **Refinement of cost estimate ongoing.**
- **Site-Specific Probable Maximum Flood analysis underway to reduce the spillway size.**
- **Prepared project schedule for Glade Reservoir implementation.**
- **Dam configurations have been analyzed to optimize available material.**
- **On-going discussions with power companies to discuss power supply for Glade Pump Station.**
- **Muller Engineering prepared Scope of Work for HW 287 preliminary design and geotechnical analysis for 2017-2018.**

### ***Mitigation Planning***

- **Continuing to meet with State of Colorado DNR and Parks and Wildlife to discuss State Mitigation Plan. Determining schedule for 2017 for completion of the plan and presentations to Colorado Wildlife Board.**
- **Developing wetlands mitigation plan.**
- **Developed draft flushing flow plan.**
- **Continuing dialog with City of Fort Collins relative to their concerns and the potential relocation of the Mulberry Wastewater Reclamation Facility discharge point.**

### ***Financial Planning***

- **First Southwest preparing cash-flow projection format. Will begin individual Participant interviews shortly.**

### ***SPWCP***

- **Galeton Reservoir water rights relocation has been filed.**

- **Evaluating potential approaches to minimize potential risk associated with ditch company share purchase by other municipal providers.**
- Continue working on alternative ditch company Proposal concept including conveyance approaches to satisfy concerns, additional water, additional facilities, and other compensation.

*Other*

- **Interim Participation Agreements for 2017 have been sent out and are being received.**
- Field services collecting water quality data along the Poudre for use in the 401 certification.
- Continued dialog with land owners in Glade area including private and BLM.
- Meetings with various interest groups, newspapers, and other media.
- **Evaluating methods to protect the Glade Reservoir releases in the Poudre (instream flow).**

***FUTURE ACTION:***

- ***Complete FEIS.***
- ***Continue State of Colorado Section 122.2 Mitigation and Enhancement process.***
- ***Hold kickoff meeting with Larimer County.***
- Determine land acquisition plan for State, BLM, Holcim, and Weaver properties.
- Work out agreements with New Cache and Larimer and Weld Ditch Companies.