



TOWN BOARD REGULAR MEETING

August 27, 2018 // 7:00 p.m. // Town Board Chambers
301 Walnut Street, Windsor, CO 80550

AGENDA

A. CALL TO ORDER

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

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

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

B. CONSENT CALENDAR

1. Minutes of the August 13, 2018 Regular Meeting – Krystal Eucker
2. Resolution No. 2018-80 – A Resolution Accepting a Deed of Dedication for Right-of-Way and Ratifying the Mayor's Prior Signature Thereon – Kimberly A. Emil

C. BOARD ACTION

1. Resolution No. 2018-81 – A Resolution Approving an Agreement for Economic Incentives Between the Town of Windsor and Vestas Blades America, Inc.
 - Legislative
 - Staff presentation: Jill Young, Economic Development Specialist

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 prior to the meeting to make arrangements.

2. Resolution No. 2018-82 – A Resolution Approving an Agreement for Economic Incentives Between the Town of Windsor and Hexcel Corporation
 - Legislative
 - Staff presentation: Jill Young, Economic Development Specialist
 3. Resolution No. 2018-83 – A Resolution Approving and Adopting an Intergovernmental Agreement between Weld Re-4 School District and the Town of Windsor for the School Resource Officer Program
 - Legislative action
 - Staff presentation: Rick Klimek, Chief of Police
 4. Financial Report
 - Staff presentation: Dean Moyer, Director of Finance
 5. Economic Development Report
 - Staff presentation: Stacy Miller, Director of Economic Development
- D. COMMUNICATIONS
1. Communications from the Town Attorney
 2. Communications from Town Staff
 3. Communications from the Town Manager
 4. Communications from Town Board Members
- E. EXECUTIVE SESSION
1. An executive session pursuant to Colorado Revised Statutes § 24-6-402 (4)(e) (I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect for certain Economic Development Incentives (Stacy Miller, Director of Economic Development)
- F. ADJOURN



**TOWN BOARD
REGULAR MEETING**

**August 13, 2018 // 7:00 p.m. // Town Board Chambers
301 Walnut Street, Windsor, CO 80550**

MINUTES

A. CALL TO ORDER

Mayor Melendez called the meeting to order at 7:03 p.m.

1. Roll Call

Mayor
Mayor Pro Tem

Kristie Melendez
Ken Bennett
Myles Baker
Barry Wilson
Paul Rennemeyer
Thomas Jones
David Sislowski

Also Present: Town Manager
Town Attorney
Communications/Assistant to Town Manager
Director of Parks, Recreation and Culture
Director of Planning
Chief Planner
Senior Planner
Senior Planner
Chief of Police
Economic Development Specialist
Town Clerk

Shane Hale
Ian McCargar
Kelly Houghteling
Eric Lucas
Scott Ballstadt
Carlin Malone
Millissa Berry
Paul Hornbeck
Rick Klimek
Jill Young
Krystal Eucker

2. Pledge of Allegiance

Town Board Member Sislowski led the pledge of allegiance.

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

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

4. Lifesaving Awards Presentation

Chief Klimek presented Life Saving Awards to Wayne Plachety, Sadie Plachety and Windsor Police Officer Jared Paul. On December 29, 2017, Windsor Police officers responded to a medical call in which a resident was reported to have lost consciousness and CPR was in progress. With their bravery, quick thinking and team effort they were able to save a life

5. Board Liaison Reports

- Town Board Member Baker – Tree Board, Historic Preservation Commission
Town Board Member Baker had no update for the Tree Board.
Mr. Baker reported he was unable to attend the Historic Preservation Commission meeting but they did a tour of historic buildings.

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 prior to the meeting to make arrangements.

- Town Board Member Wilson – Parks, Recreation & Culture Advisory Board; Poudre River Trail Corridor Board
Town Board Member Wilson reported PReCAB will move forward with Village East Park and that has gone out to bid. Main Park is on schedule to be ready for the Harvest Festival.
Mr. Wilson reported the Poudre River Trail Corridor Board discussed a section of the Trail that is west of Eastman Park in the Raindance Development which has had a temporary trail going around some oil and gas operations; that section is anticipated to be open on August 17, 2018. A section of the Trail 3 miles east of Highway 257 will be a closed after Labor Day for approximately 53 days. The Party for the Poudre event is scheduled for September 12, 2018.
- Mayor Pro Tem Bennett – Water & Sewer Board
Mayor Pro Tem Bennett reported the Water & Sewer Board provided an update on the north sewer extension project.
Mr. Bennett reported members of the MPO worked with CDOT to get approval for some additional projects such as sections 7 and 8 on I-25. This approval is to prepare the footprints to accommodate a third general purpose lane in each direction. There was also discussion regarding possible tax initiatives on the November ballot; initiative 153. There are a lot of “if’s” surrounding the initiative; if the initiative is placed on the ballot, if it passes and if the recession is not too deep in the future. The local sharing portion of that could be approximately \$23 million over 20 years. Smart Pavement was also discussed at the meeting and that would build sensors into pavement that would know the location of a vehicle and when there is an accident. Smart powered lanes were also discussed which could charge electric cars as they drive down the road.
- Town Board Member Rennemeyer – Chamber of Commerce
Town Board Member Rennemeyer reported the Chamber welcomed Mr. Hale to the community and invited him to attend the regular meetings. The new teachers breakfast is scheduled for August 22, 2018 for all new teachers in Weld RE-4.
- Town Board Member Jones – Windsor Housing Authority; Great Western Trail Authority
Town Board Member Jones reported the Windsor Housing Authority will meet August 21, 2018.
- Town Board Member Sislowksi –Clearview Library Board; Planning Commission
Town Board Member Sislowksi reported the Library Board discussed the audit from 2017. The auditor issued an opinion that the financials are in good standing. A Special Meeting was held and the Board voted to move forward with placing a mill levy initiative on the ballot in November.
- Mayor Melendez – Downtown Development Authority; North Front Range/MPO
Mayor Melendez had no report.

6. Public Invited to be Heard

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

B. CONSENT CALENDAR

1. Minutes of the July 23, 2018 Regular Meeting – Krystal Eucker
2. Resolution No. 2018-77, A Resolution Approving an Intergovernmental Agreement Between the Town of Windsor and the Highlands Metropolitan Districts No.'s 5 and 7-10 Regarding the Completion of Public Improvements – Ian McCargar
3. Resolution No. 2018-78, A Resolution Approving the Dedication of Trail Easement, Highlands Industrial Park 2nd Lot 5 – K. Emil
4. Resolution No. 2018-74, A Resolution Approving One No-Surface-Occupancy Oil and Gas Lease, and Related Terms, between the Town of Windsor, Colorado, and Grizzly Petroleum Company, LLC, and Authorizing the Mayor to Execute the Same – Ian McCargar
5. Report of Bills July 2018 – D.Moyer
6. Advisory Board Appointment – K. Eucker

Town Board Member Rennemeyer moved to approve the consent calendar as presented. Town Board Member Jones seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Jones, Sislowski, Melendez; Nays- None; Motion passed.

C. BOARD ACTION

1. Site Plan Presentation – Eagle Crossing Subdivision, 4th Filing, Lot 2 – Eagle Crossing (Fossil Ridge) Storage – Eagle Crossing Development Inc., owner; Brian Williamson, TST Consulting Engineers, Inc., applicant; Morgan Kidder, Journey Homes, authorized representative
 - Staff presentation: Millissa Berry, Senior Planner

Per Ms. Berry, the property owner is proposing a new site development in the Eagle Crossing Subdivision, 4th Filing. The site is zoned limited-industrial (I-L) and is located adjacent to other I-L zoned properties to the south, north and east and multifamily 2 (MF-2) to the north and west.

The project is an enclosed storage facility. Overall development characteristics include:

- total lot area of approximately 5.8 acres
- approximately 23% landscaped area
 - additional buffer landscaping where property meets MF-2 district
- a 96,400 square foot facility
 - 95,500 square feet of storage
 - 900 square foot office
- office is approximately 15 feet in height and storage units are approximately 11 feet in height
- storage units designed around the perimeter of the site
- access from Steeplechase Drive
- 7 parking spaces
- Colors and materials will reflect those used in the Fossil Ridge Apartment project in the immediate vicinity of the storage facility site.

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

staff; however, if the project review process reveals issues that cannot be resolved between the applicant and staff, the site plan will be brought back to the Planning Commission for review.

The application is consistent with various goals of the 2016 Comprehensive Plan.

Mr. Baker confirmed that there is no fencing on the exterior as the buildings will be the exterior.

Ms. Berry stated that is correct. There are some gaps in some areas in the corners that will have fencing.

2. Site Plan Presentation – Windsor Commons Subdivision First Filing, Lot 4 – Joel Walters, Budget Blinds, applicant/ David Stranathan, Freeman Architects, applicant's representative

- Staff presentation: Paul Hornbeck, Senior Planner

Per Mr. Hornbeck, the applicant is proposing a new site development in the Windsor Commons Subdivision at 1224 Automation Drive. The site is zoned general commercial (GC) and is located adjacent to properties with GC and limited industrial (IL) zoning. The subject property is partially built out with a parking lot but no buildings have been constructed.

Overall development characteristics include:

- total lot area of 0.90 acres
- 13,811 square foot building
- approximately 11% landscaped area (additional landscaping to be provided with future adjacent property development)
- 53 parking stalls

Building characteristics include:

- Multi-tenant building
- Stucco and stone building façade on three sides with predominately metal finish on the rear (north) side
- Maximum building height of approximately 22'

The current presentation is intended for the Town Board's information. Should the Town Board have any comments or concerns pertaining to this project, please refer such comments to staff during the presentation so that they may be addressed during staff's review of the project.

Dr. Jones inquired if the landscape plan meets the minimum landscape requirements.

Mr. Hornbeck stated if this was a new site the minimum requirement would apply although since this was a previously platted lot, the applicant is working in the existing footprint and staff is inclined to approve what is proposed.

Ms. Melendez inquired as to the percentage of the building the applicant will occupy.

Mr. Joel Walters, the applicant stated they are planning to occupy approximately 3,000 square feet and lease out the rest.

3. Ordinance No. 2018-1565 – An Ordinance Amending Sections 17-8-30 and 17-8-20 of the Windsor Municipal Code regarding proposed Administrative Site Plan Review and Procedure

Super majority vote required on second reading

- Second Reading
- Legislative
- Staff presentation: Millissa Berry, Senior Planner

Per Ms. Berry, before the Board is Ordinance 2018-1565 on second reading regarding proposed administrative site plan review and procedure which effects the qualified commercial and industrial site plans and also the administrative site plans which meet certain criteria. The current process is to take the site plans and present them to the Planning Commission and Town Board. Since these site plans are uses by right and no actions is taken on the site plans unless there are issues that need to be resolved with the site plan, the proposal is to replace that formal presentation with information being provided in the communication portion of the packet material. The information would include the general review of the project, drawings, landscape plan, elevations and site plans.

The intentions of the proposed is to:

- Save applicants time and money, eliminating the need for the applicant and/or their consultants from having to attend Planning Commission and Town Board meetings
- Free up Planning Commission and Town Board agendas to allow for more discussion on topics which require formal board action
- Allow the site plan information to be provided to Planning Commission and Town Board earlier in the process, as opposed to waiting until the administrative review has been partially completed
- Save staff time with regard to preparation of memos, presentation slides and meeting attendance
- Streamline review process

The Planning Department developed a policy paper that was included in the packet and that policy gives more detail on what the Board can expect in packet material and what the procedures will be.

At their July 18, 2018 regular meeting, the Planning Commission recommended approval of Ordinance 2018-1565.

Town Board Member Rennemeyer moved approve Ordinance No. 2018-1565 - Amending Sections 17-8-30 and 17-8-20 of the Windsor Municipal Code regarding proposed Administrative Site Plan Review and Procedure. Town Board Member Bennett seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Jones, Sislowski, Melendez; Nays- None; Motion passed.

4. Ordinance No. 2018-1566 – An Ordinance Rezoning Ptarmigan Business Park PUD 2nd Filing Tract A – Tom Muth, Windsor Investments LTD, applicant/ Jon Sweet, TST Consulting Engineers, applicant's representative

Super majority vote required on second reading

- Second Reading
- Quasi-judicial
- Staff presentation: Paul Hornbeck, Senior Planner

Per Mr. Hornbeck, before the Board is Ordinance 2018-1566 on second reading regarding a rezoning. The site is less than 1/3 of an acre; essentially a remnant parcel of a previous rezoning approved by the Town Board. The rezoning has come about due to the proposed realignment of Westgate Drive.

The application is in conformance with the Comprehensive Plan and notification was completed according to the Municipal Code.

At their July 18, 2018 meeting, the Planning Commission forwarded to the Town Board a recommendation of approval.

Staff requests the following be entered into the record:

- Application and supplemental materials
- Staff memorandum and supporting documents
- All testimony received
- Recommendation

Town Board Member Rennemeyer moved approve Ordinance No. 2018-1566 - Rezoning Ptarmigan Business Park PUD 2nd Filing Tract A. Mayor Pro Tem Bennett seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Jones, Sislowski, Melendez; Nays- None; Motion passed.

5. Ordinance No. 2018-1567 – An Ordinance Rezoning Valley Center Subdivision Lots A & B– Alan Highstreet, Agrifab Colorado, LLC, applicant / Mike Maurer Olsson Associates, applicant’s representative

Super majority vote required on second reading

- Second Reading
- Quasi-judicial
- Staff presentation: Paul Hornbeck, Senior Planner

Per Mr. Hornbeck, before the Board is Ordinance 2018-1567 on second reading. The site is located north of Eastman Park Drive and east of State Highway 257. The site is currently zoned general commercial.

The conceptual site plan, which realigns the garage doors for the proposed development site has been submitted and the neighboring business owners have expressed support for this rezoning.

The proposal is in conformance with the Comprehensive Plan and notifications were completed in accordance with the Municipal Code.

At their July 18, 2018 regular meeting, the Planning Commission recommend approval of Ordinance 2018-1567.

Staff requests the following be entered into the record:

- Application and supplemental materials
- Staff memorandum and supporting documents
- All testimony received
- Recommendation

Town Board Member Wilson moved approve Ordinance No. 2018-1567 - Rezoning Valley Center Subdivision Lots A & B. Mayor Pro Tem Bennett seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Jones, Sislowski, Melendez; Nays- None; Motion passed.

6. Ordinance No. 2018-1569 – An Ordinance Amending Section 16-6-90 of the Windsor Municipal Code regarding proposed Minor Variance Process

Super majority vote required on second reading

- Second Reading
- Legislative
- Staff presentation: Carlin Malone, Chief Planner

Per Ms. Malone, before the Board is Ordinance 2018-1569 on second reading; there have been no changes since first reading. The proposal would allow the Planning Director to make administrative modifications for certain variance requests like errors in the field or minor deviations that need to occur.

Town Board Member Jones moved approve Ordinance No. 2018-1569 - Amending Section 16-6-90 of the Windsor Municipal Code regarding proposed Minor Variance Process. Town Board Member Rennemeyer seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Jones, Sislowski, Melendez; Nays- None; Motion passed.

7. Resolution No. 2018-76 – A Resolution Approving and Adopting an Intergovernmental Agreement between and among the Town of Windsor, The City of Loveland and the County of Larimer with Respect to the Fairgrounds Avenue Corridor

- Legislative action
- Staff presentation: Millissa Berry, Senior Planner

Per Ms. Berry, before the Board is Resolution 2018-76 which would approve and adopt an intergovernmental agreement (IGA) with the City of Loveland and Larimer County regarding the Fairgrounds Avenue corridor. The purpose is to coordinate the planning of Fairgrounds Avenue with all parties so that as it develops it looks like a cohesive master planned area.

The IGA will help promote public health, safety and welfare by addressing various aspects within the corridor which would include access points, pedestrian crossings, street standards and aesthetics. The master plan will be between County Road 30 on the north and to Crossroads Boulevard to the south.

Land use proposals and projects within the corridor such as The Brands, the update of the master plan for The Ranch, the Poudre School District elementary school site and related expansion of the Windsor Highlands Metropolitan Districts all demonstrated a need for Loveland and Windsor to coordinate planning efforts to ensure a cohesive aesthetic and functional roadway.

Loveland and Windsor staff met to discuss how this area could turn into a more cohesive design. It was then decided to expand the access plan for the corridor into a formal agreement and right-of-way master plan. Staff then proceeded to meet individually with all of property owner stakeholders within the corridor to gather their input and gauge their support of such an effort. It was agreed that staff would coordinate a joint meeting of all the stakeholders when the draft was ready for presentation.

A joint meeting with the Town of Windsor Town Board and the City of Loveland City Council was held in January of 2018 to present the progress in the joint planning effort. Based on direction received from City Council and Town Board at this joint meeting, staff proceeded to work with respective legal staff to prepare the draft intergovernmental agreement (IGA) for consideration by both boards.

The elements of the draft IGA include:

- Location description
- Right-of-way Plan
 - Access - intersection locations and function
 - Cross sections
 - Median design
 - Sidewalk / trail locations and standards
 - Streetscape landscaping and maintenance
 - Pedestrian crossing
 - Street furniture
 - Speed limits / posting
 - Street illumination
 - Other maintenance
- Road-naming system
- Referral system
- Term

Staff recommends approval of Resolution 2018-76.

Mr. Baker inquired as to what kind of signal will be at County Road 30.

Ms. Berry stated the last review is that it would be a signalized intersection in the future but there is also an allowance for a pedestrian signal if that was needed before the signal light was installed.

Mr. Baker inquired if the realignment at Arena Circle could potentially push traffic into the residential neighborhoods.

Ms. Berry stated she didn't believe there are concerns regarding that issue and signage will help with that.

Dr. Jones inquired if the jurisdictions are front ending the development of the master plan and then collect impact fees as development occurs in the area.

Ms. Berry stated it would happen as development occurs. It will be part of the development to put in the infrastructure as shown and the elements. There are a few areas that will have to be retrofitted.

Mr. McCargar informed the Board that this agreement has been through a lot of revisions and Ms. Berry has stayed on this agreement for months.

Ms. Melendez inquired if the other parties are in agreement.
Per Mr. McCargar; that is right.

Town Board Member Sislowski moved approve Resolution No. 2017-76. Town Board Member Baker seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Jones, Sislowski, Melendez; Nays- None; Motion passed.

8. Resolution No. 2018-79 – A Resolution Authorizing the Town's Private Activity Bond Allocation to the Housing Authority of the Town of Windsor

- Legislative
- Staff presentation: Carlin Malone, Chief Planner

Per Ms. Malone, the Town became an entitlement community in 2015 under the State of Colorado's Private Activity Bond program, administered by the Department of Local Affairs (DOLA). This program is available to communities with a minimum population of 20,000. The program enables the Town to allocate state bonds, the amount based annually on the Town's population, to another entity, local government or housing authority's qualified project. If any portion of the Town's allocation is not used, carried forward, or transferred to another entity by September 15, 2018, the allocation is relinquished to the statewide balance, available for award to other qualified projects in Colorado.

In 2015 and in 2016, the Town allocated its PAB allocations to the Loveland Housing Authority, which then transferred the funds to the WHA for the financing of the second phase of the Windsor Meadows Apartments, a workforce housing development owned and operated by WHA. In 2017, there were no eligible projects for the Town's allocation of PABs and, therefore, the PABs were relinquished to the statewide balance.

This year the amount allocated to the Town is \$1.29 million. The assigned allocation to the Windsor Housing Authority for their next project which will be multi-unit senior housing.

Mr. Jones inquired if the Town will be affected if the Windsor Housing Authority defaults on the bonds.

Per Ms. Malone, not to her knowledge as these funds are based solely on the population of the Town.

Mr. Hale informed the Board that this is a state allocation of tax exempt bonds that are assigned to the Town so it is not really a bond but more of a tax exempt status that the Town is signing over. Windsor will not have a financial liability. Jeff Feneis from the Loveland Housing Authority informed the Board that when the bonds are issued they are used to fund the 4% tax credits.

Town Board Member Rennemeyer moved approve Resolution No. 2017-79. Town Board Member Bennett seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Jones, Sislowski, Melendez; Nays- None; Motion passed.

D. COMMUNICATIONS

1. Communications from the Town Attorney
Mr. McCargar reminded the Board of the executive session this evening.
2. Communications from Town Staff
Chief Klimek thanked the Board for their participation in National Night Out. There were many positive comments regarding National Night Out.
3. Communications from the Town Manager
None
4. Communications from Town Board Members
None.

E. EXECUTIVE SESSION

1. An executive session pursuant to Colorado Revised Statutes § 24-6-402 (4)(e) (I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect for certain Economic Development Incentives (Jill Young, Economic Development Specialist)
2. 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 for certain Economic Development Incentives (Stacy Miller, Director of Economic Development)

Town Board Member Rennemeyer moved to go into executive session pursuant to Colorado Revised Statutes § 24-6-402 (4)(e) (I) for the combined purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect for certain Economic Development Incentives. Town Board Member Jones seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Jones, Sislowski, Melendez; Nays- None; Motion passed.

Upon a motion duly made, the Town Board returned to the regular meeting at 10:30 p.m.

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

Upon returning to the regular meeting, Mayor Melendez advised that if any participants in the Executive Session believed the session contained any substantial discussion of any matters not included in the motion to convene the Executive Session, or believed any improper action occurred during the Session in violation of the Open Meetings Law; such concerns should now be stated. Hearing none, the Regular Meeting resumed at 10:30 p.m.

F. ADJOURN

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

The meeting was adjourned at 10:30 p.m.

Krystal Eucker, Town Clerk



MEMORANDUM

Date: August 27, 2018
To: Mayor and Town Board
From: Kimberly A. Emil, Asst. Town Attorney
Re: A Resolution Ratifying, Approving, and Accepting a Previously Signed and Recorded Deed of Dedication for Right of Way for Roadway, Utility And Related Public Transportation Purposes at the Southeast Corner of Weld County Road 13 and Weld County Road 74 ("Harmony Road") from Serfer Land Ventures, LLC ("Serfer"), in the Town of Windsor, Colorado
Item #: B.2.a

Background / Discussion

This Right-of-Way area is necessary for roadway improvements currently taking place Harmony Road, in conjunction with the Harmony Ridge development and related improvements. Serfer owns the property on the south side of Harmony. Since construction was due to begin on August 13, 2018, Serfer tendered the Deed to the Town on August 9, 2018. Since time was of the essence, the deed was processed, signed by the Mayor and recorded on August 16, 2018, with the intent to bring this before the Town Board for ratification and approval. This being the first Town Board meeting following these actions, this is being presented at this time for ratification and approval.

Financial Impact

N/A

Relationship to Strategic Plan

Thoughtful Framework and Supportive Infrastructure

Recommendation

Approve the attached Resolution Ratifying, Approving, and Accepting a Previously Signed and Recorded Deed of Dedication for Right of Way for Roadway, Utility And Related Public Transportation Purposes at the Southeast Corner of Weld County Road 13 and Weld County Road 74 ("Harmony Road") from Serfer Land Ventures, LLC ("Serfer"), in the Town of Windsor, Colorado

Attachments

Resolution No. 2018-80 – Ratifying, Approving, and Accepting a Previously Signed and Recorded Deed of Dedication for Right of Way for Roadway, Utility And Related Public Transportation Purposes at the Southeast Corner of Weld County Road 13 and Weld County Road 74 ("Harmony Road") from Serfer Land Ventures, LLC ("Serfer"), in the Town of Windsor, Colorado

Deed of Dedication of Right of Way with Exhibit

TOWN OF WINDSOR

RESOLUTION NO. 2018-80

A RESOLUTION RATIFYING, APPROVING, AND ACCEPTING A DEED OF DEDICATION FOR RIGHT OF WAY FOR ROADWAY, UTILITY AND RELATED PUBLIC TRANSPORTATION PURPOSES AT THE SOUTHEAST CORNER OF WELD COUNTY ROAD 13 AND WELD COUNTY ROAD 74 (“HARMONY ROAD”) FROM SERFER LAND VENTURES, LLC (“SERFER”), 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 transportation within its corporate limits; and

WHEREAS, the dedication of the right of way for roadway, utility, storm drainage and related public infrastructure purposes is needed to facilitate the development along Harmony Road; and

WHEREAS, Serfer tendered a Deed of Dedication for Right of Way dated August 9, 2018 (“Deed”), attached and incorporated herein by reference as Exhibit “A”; and

WHEREAS, due to the immediate need to utilize and begin construction within the Right of Way tendered in the Deed, this was processed, signed and recorded on August 16, 2018 without formal approval; and

WHEREAS, the Town Board has reviewed the attached previously recorded Deed and has concluded that its ratification, approval and acceptance is in the public interest.

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

Section 1. The attached previously signed and recorded Deed (Exhibit A) is hereby ratified, approved and accepted.

Section 2. The Mayor, is and was, authorized to execute the Acceptance section of the attached Deed on behalf of the Town.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 27th day of August, 2018.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk

DEED OF DEDICATION FOR RIGHT OF WAY

The undersigned, SERFER LAND VENTURES, LLC ("Grantor") for valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby dedicate, grant, transfer and convey to the TOWN OF WINDSOR, COLORADO, a municipal corporation ("Town"), for public use as a perpetual right-of-way for street, road and utility purposes on, over, across, under, along and within the real property in Weld County, Colorado ("County") as described and depicted in the attached **Exhibit 1** ("Property"), incorporated herein by this reference, with all appurtenances, and warrants title to the same, free and clear of all liens and encumbrances, subject to reservations and exceptions of record.

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

DATED this 9TH day of August, 2018.

SERFER LAND VENTURES, LLC



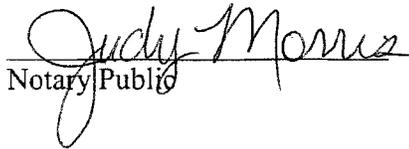
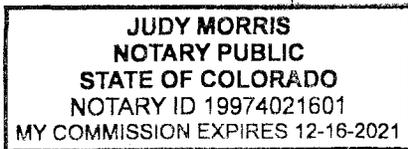
Christopher Serbousek, Managing member

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss:
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 9th day of August, 2018, by Christopher Serbousek, in his capacity as Managing Member, of Serfer Land Ventures, LLC.

Witness my official hand and seal. My commission expires 12-16-2021.

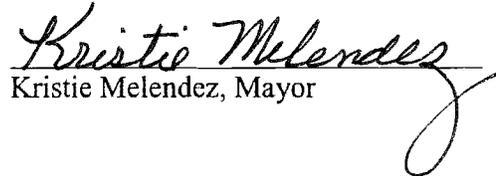

Notary Public

ACCEPTANCE

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

Dated this 15 day of August, 2018.

TOWN OF WINDSOR, COLORADO
a Colorado municipality


Kristie Melendez, Mayor

ATTEST:


Amanda Mehlenbacher
Deputy Town Clerk

APPROVED AS TO FORM:


Ian D. McCargar, Town Attorney

PROPERTY DESCRIPTION**COUNTY ROAD 74 SERFER RIGHT OF WAY DEDICATION TO WINDSOR**

A parcel of land for dedication as Right of Way, being a portion of that parcel of land described in Special Warranty Deed recorded April 4, 2016 as Reception No. 4192695 of the Records of Weld County, being situate in the Northwest Quarter of Section Six (6), Township Six North (T.6N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), Town of Windsor, County of Weld, State of Colorado:

COMMENCING at the North Quarter (N1/4) Corner of said Section 6 and assuming the North line of the Northwest Quarter (NW1/4) of Section 6 as bearing South 88°44'25" West a distance of 2325.26 feet with all other bearings contained herein relative thereto:

THENCE South 01°02'09" East along the East line of the Northwest Quarter of said Section 6 a distance of 30.00 feet to the **POINT OF BEGINNING**.

THENCE South 01°02'09" East continuing along said East line of the Northwest Quarter a distance of 45.00 feet to a line parallel with and 75.00 feet Southerly of the North line of the Northwest Quarter of said Section 6;

THENCE South 88°44'25" West along said parallel line a distance of 2255.89 feet to a line parallel with and 70.00 feet Easterly of the West line of the Northwest Quarter of said Section 6;

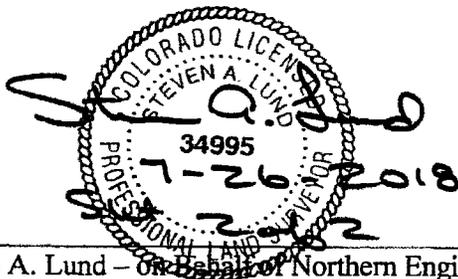
THENCE North 00°31'02" West along said parallel line a distance of 45.00 feet to a line parallel with and 30.00 feet Southerly of the North line of the Northwest Quarter of said Section 6;

THENCE North 88°44'25" East along said parallel line a distance of 2255.49 feet to the East line of said Northwest Quarter of Section 6 and to the **POINT OF BEGINNING**.

Said described parcel of land contains a total of 101,506 square feet or 2.33 acres, more or less (±).

SURVEYOR'S CERTIFICATE

I, Steven A. Lund, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Steven A. Lund – on behalf of Northern Engineering
Colorado Registered Professional
Land Surveyor #34995

NORTHERN ENGINEERING

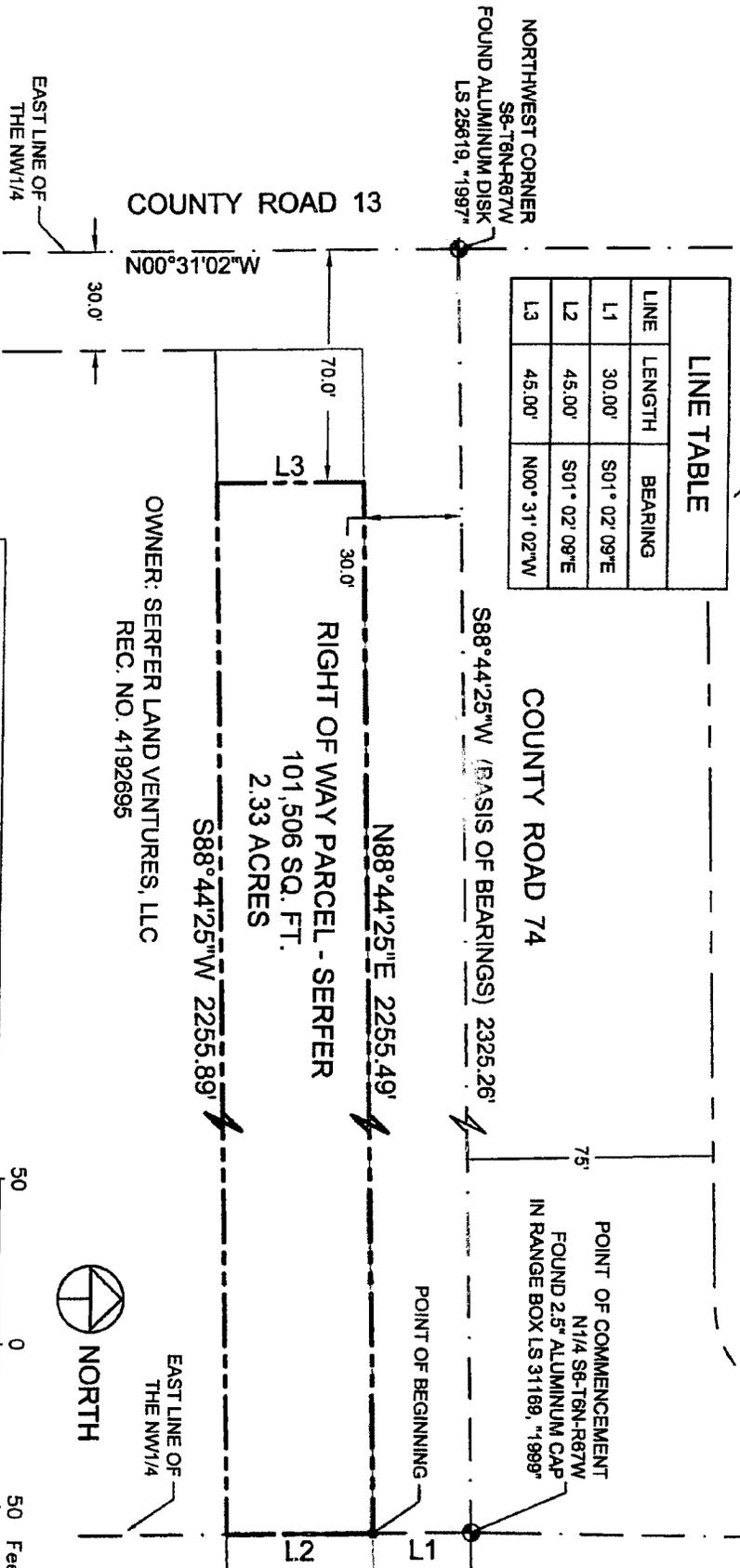
820 8th Street
Greeley, Colorado 80631
(970) 488-1113

Exhibit 1

RIGHT OF WAY DEDICATION EXHIBIT

A RIGHT OF WAY DEDICATION BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO.

LINE TABLE		
LINE	LENGTH	BEARING
L1	30.00'	S01° 02' 09" E
L2	45.00'	S01° 02' 09" E
L3	45.00'	N00° 31' 02" W



Steven A. Lund
 Registered Professional Land Surveyor
 Colorado Registration No. 34995
 For and on behalf of Northern Engineering

SA Lund
 34995-7120-18
 34995-7120-242

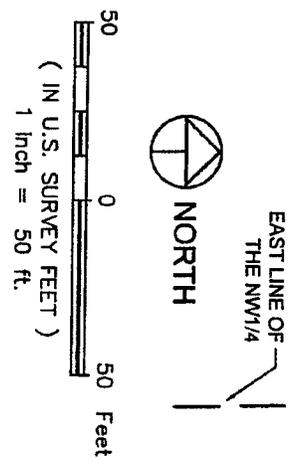
NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.

PAGE 2 OF 2

Exhibit 1

NE | **NORTHERN ENGINEERING**

POINT COLINE, 301 North Meade Street, Suite 101, 80521
 (303) 426-8000 (800) 851-8233
 PHONE: 370.271.4196
 WWW.NORTHERNENGINEERING.COM





MEMORANDUM

Date: August 27, 2018
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From: Jill Young, Economic Development Specialist
Re: Vestas Incentive Request
Item #: C.1

Background / Discussion

Economic Development staff has been working with Cathy Schulte at Upstate Colorado for several months in regards to an equipment upgrade at Vestas. This upgrade is expected to be completed by the end of this year.

Town Staff received a letter of request for incentives from Vestas in July. They are requesting a 50% personal property tax rebate on the new equipment for a period of only three years. Weld County has agreed they will also approve a 50% personal property tax rebate contingent on Windsor approving ours. They have requested all documentation be received to their offices by October 1, 2018 for approval.

This new equipment upgrade will allow Vestas to keep up with the current production demands. The new equipment will align with the company's latest platform which utilizes the most current blade technology. By investing in the most current platform, the on-going viability of the Windsor operation is in a much stronger position. This will allow them to remain one of the most competitive manufacturing locations within the company's world-wide operational structure. This equipment upgrade will also create 100 new full-time jobs with an average salary of \$44,592.00.

Below is a project review:

Vestas Equipment Upgrade Project

Equipment/FF&E	\$27,000,000.00
Total project cost	\$27,000,000.00
New jobs	100
Annual payroll of new jobs	\$4,459,200.00
Benefits	26% of salary + pay 97% of healthcare insurance
Retained jobs	1,103

Financial Impact

Personal Property Tax Rebate over 3 years	\$ 57,930.00
Total	\$ 57,930.00

Relationship to Strategic Plan

Diversify, Grow & Strengthen the Local Retail and Industrial Economy

Recommendation

Approval of Resolution No. 2018-81 for the \$57,930.00 incentive for equipment and upgrade for Vestas.

Attachments

- Letter of Request
- Personal Property Tax Refund Worksheet
- Incentive agreement
- Resolution

July 31, 2018

Ms. Jill Young
Economic Development Specialist
Town of Windsor
301 Walnut Street
Windsor, CO 80550

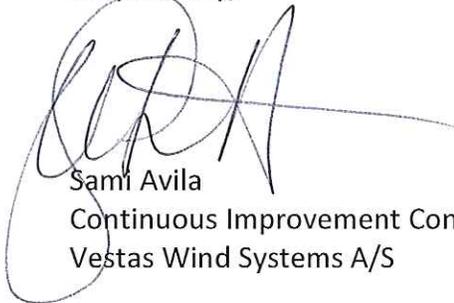
Dear Ms. Young:

Please accept this formal request from Vestas Blades America, Inc. to apply for any and all available incentives offered by the Town of Windsor. We have completed the Weld County Project Information Form for a \$27 million upgrade to our plant manufacturing equipment. These upgrades will allow us to keep pace with changing technology market conditions and utilize all production lines in operation.

We are in competition internally with other Vestas Production Business Units to provide wind turbine blades to the U.S. Market. These rebates and incentives allow us to remain competitive in the overall reduction to the levelized cost of energy.

Vestas appreciates any assistance you can provide and we look forward to continued partnership with the Town of Windsor. Please let us know if you require further information.

Respectfully,



Sami Avila
Continuous Improvement Controller
Vestas Wind Systems A/S

**AGREEMENT
FOR
BUSINESS RETENTION EXPANSION INCENTIVES**

THIS AGREEMENT FOR BUSINESS RETENTION EXPANSION INCENTIVES (“Agreement”) is executed effective as of August 27, 2018 (“Effective Date”), by and between the TOWN OF WINDSOR, COLORADO, a Colorado home rule municipal corporation (“Town”), and VESTAS BLADES AMERICA, INC., a corporation organized under the laws of the State of Delaware (“Vestas”).

RECITALS AND CONTEXT

- A. Vestas is currently operating a wind turbine manufacturing facility within the Town’s corporate limits located at 11140 Eastman Park Drive (“Facility”).
- B. Between the Effective Date of this Agreement and the end of 2019, Vestas intends to invest approximately Twenty-Seven-Million-Dollars (\$27,000,000.00) in upgrades to manufacturing equipment within the Facility (“Improvements”), to better keep pace with the demands of its markets.
- C. The Town maintains certain guidelines for evaluating the public benefit of industrial development and business retention expansion within its corporate limits.
- D. In reliance upon representations provided to the Town by Vestas, the Town has determined that investment in the Improvements satisfies Town guidelines and will be of substantial economic benefit to the Town and to Weld County in the form of increased property tax revenues and the creation of new primary jobs.
- E. Subject to the terms and conditions herein, the Town desires to grant certain economic inducements and incentives to encourage Vestas to invest in the Improvements, expand the Facility, and thus remain in Windsor.
- F. It is an appropriate and lawful function of Colorado municipalities to encourage business retention expansion through economic inducements and incentives.

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

- I. The foregoing Recitals are incorporated herein by this reference.



Initials

2. Notwithstanding anything to the contrary stated herein, Vestas shall have no independent obligation to invest in the Improvements. This Agreement does not create any obligation to invest in the Improvements at any time, under any circumstances whatsoever. Likewise, the Town's obligation to provide Vestas with the business retention expansion incentives described herein is subject to the investment by Vestas in the Improvements and operation of the Facility as so improved. If any of the foregoing conditions do not come to pass, the Town shall have no obligation to provide the business retention expansion incentives under this Agreement.
3. Provided that Vestas invests in and installs the Improvements within the Facility, Vestas anticipates that the Improvements will be fully-installed by December 31, 2019.
4. Attached hereto and incorporated herein as **Exhibit A** is Vestas's July 31, 2018, letter of request for the business retention expansion incentives provided herein. The Town is relying on the representations provided in Exhibit A in concluding that the Improvements will generate property tax revenue, payroll impacts, and primary jobs.
5. Attached hereto and incorporated herein as **Exhibit B** is the Town's estimate of tax revenue generation anticipated from personal property tax assessments upon the Improvements. Notwithstanding the calculations found in Exhibit B, the total value of the incentives contemplated herein shall not be final until the Town's personal property tax assessment is applied to the Improvements by the Weld County Assessor. The total value of the incentives may be lesser or greater than set forth in Exhibit B. In other words, the personal property tax, as actually assessed and paid, shall determine the incentives contemplated herein.
6. In light of the foregoing, the Town agrees as follows:
 - a. Pursuant to Section 31-15-903, C.R.S., the Town is authorized to provide certain incentives to taxpayers in the form of personal property tax credits. In accordance with the findings set forth in this Agreement, and pursuant to Section 31-15-903, C.R.S., Vestas shall be afforded personal property tax reimbursements in accordance with the following:
 - i. The Town will once each year reimburse fifty percent (50%) of personal property taxes actually paid as annually assessed on the Improvements over a three-year period, commencing the first year that any of the Improvements are placed into service at the Facility. This three-year period is expected to be 2020 through 2022, but the first year of the three


Initials

(3)-year period will depend on the year Vestas first pays Town personal property tax on any of the Improvements. No reimbursements shall be provided for taxable personal property that has been placed into service prior to the Effective Date.

- ii. Regardless of the three (3)-year reimbursement term set forth above, the Town's total reimbursements under this Agreement shall not exceed the sum of Fifty-Eight-Thousand-Dollars (\$58,000.00). The reimbursements called for herein shall terminate upon conclusion of the three (3)-year term or the aggregate reimbursement of Fifty-Eight-Thousand-Dollars (\$58,000.00) by the Town, whichever shall first occur.
- iii. Reimbursement under this Agreement shall be made to Vestas within sixty (60) days after receipt of evidence of full payment submitted by Vestas, together with an affidavit from Vestas stating that it remains eligible for reimbursement under the provisions of Section 31-15-903, C.R.S. To the extent necessary to assure the reimbursements provided herein are confined to Improvements placed into service after the Effective Date, Vestas shall provide accounting information upon request of the Town, the cost of which shall be borne by Vestas. Reimbursement shall be conditioned upon Vestas being current on all taxes, utility bills, fees and assessments otherwise levied by the State of Colorado, Weld County or the Town which are due and payable and relate to the Facility.
- iv. The Town shall not be required to reimburse Vestas in the event that subsequent legislation adopted by the State of Colorado makes such reimbursement unlawful, or in the event a court of competent jurisdiction declares any portion of this Agreement or legislation authorizing payment under this Agreement to invalid or unconstitutional.
- v. Vestas hereby waives its rights to appeal any personal property tax assessment for which reimbursement has been paid under this Agreement. Vestas shall not seek or accept any reduction of personal property taxes for which reimbursement has been paid under this Agreement. If for any reason Vestas receives a personal property tax refund or credit during any of the three (3) years during which reimbursements are called for under this Agreement, Vestas shall pay over to the Town one-half of any such refund or credit not to exceed the sum of Fifty-Eight-Thousand-Dollars (\$58,000.00) within ninety (90) days of receipt.


initials

- vi. In each of the three (3) years set forth above, reimbursement by the Town to Vestas shall be made only to the extent revenues are legally available and appropriated by the Town Board. The Town's obligation in future years shall not constitute a multiple fiscal year obligation of the Town.
 - vii. In connection with providing these incentives, the Town will comply with any obligations imposed pursuant to Section 31-15-903 (4).
7. This writing constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any prior written or oral communication, negotiations, agreements, representations and understandings between them with respect to its subject matter.
 8. This Agreement may not be modified, enlarged or altered, except in writing, signed by both parties.
 9. Neither party may assign the benefits or burdens of this Agreement without the express written consent of the other, provided that such consent shall not be unreasonably withheld, delayed or conditioned.
 10. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for all purposes shall be deemed proper in the District Court of Weld County, Colorado.
 11. A waiver by either party of a breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.
 12. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term of provision, and the rights of the parties shall be construed as if the part, term or provision in question was never part of this Agreement.

[Remainder of this page intentionally left blank] - signature pages follow]



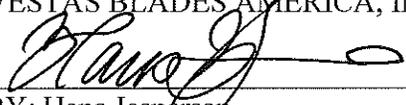
Initials

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

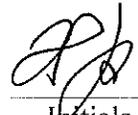
TOWN OF WINDSOR, COLORADO

VESTAS BLADES AMERICA, INC.

BY: Shane Hale, Town Manager



BY: Hans Jespersen
Vice President/General Manager



Initials

TOWN OF WINDSOR, COLORADO

RESOLUTION NO. 2018-81

A RESOLUTION APPROVING AN AGREEMENT FOR BUSINESS RETENTION EXPANSION INCENTIVES BETWEEN THE TOWN OF WINDSOR, COLORADO, AND VESTAS BLADES AMERICA

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

WHEREAS, Vestas Blades America (“Vestas”) is a Delaware corporation proposing to invest significant funds into new equipment at its existing Windsor facility located at 11140 Eastman Park Drive; and

WHEREAS, the Town has established policy by which certain economic incentives and inducements are available to existing businesses seeking to expand and thus remain in Windsor; and

WHEREAS, Title 31, Article 15, Part 9 of the Colorado Revised Statutes provides that it is a proper exercise of municipal powers to provide economic inducements and incentives to investment in existing facilities that keep jobs and tax revenue in the community; and

WHEREAS, Hexcel has presented the Town with data and specifications intended to justify an offer of economic inducements and incentives from the Town; and

WHEREAS, based upon the data and specifications provided by Vestas, and in reliance thereon, the Town has offered business retention and expansion incentives, *to wit*: personal property tax reimbursements in accordance with Colorado law; and

WHEREAS, the Town and Vestas have negotiated the attached *Agreement for Business Retention Expansion Incentives* dated August 27, 2018 (“Agreement”), which terms are incorporated herein by this reference; and

WHEREAS, the attached Agreement has been reviewed by the Town Board, Town Manager and Town Attorney; and

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

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

1. The attached *Agreement for Business Retention Expansion Incentives* dated August 27, 2018, incorporated herein by this reference, is hereby approved.
2. The Town Manager is hereby authorized to execute the attached Agreement on behalf of the Town.
3. The Town Attorney is authorized to make necessary revisions to the Agreement in keeping with its essential purposes.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 27th day of August, 2018.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk

[Seal]



MEMORANDUM

Date: August 27, 2018
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From: Jill Young, Economic Development Specialist
Re: Hexcel Incentive Request
Item #: C.2

Background / Discussion

In November of 2017, Economic Development staff met with Ryan Sandberg, human resource manager and Kevin Call, plant manager at Hexcel for a business retention visit. We were informed at this time that Hexcel would be upgrading and adding new equipment and more employees in the upcoming year.

On July 17, 2018, we received a letter of request from Hexcel requesting a 50% personal property tax rebate on their new equipment line. Weld County has already approved their 50% personal property rebate contingent on Windsor approving ours.

This new equipment expansion includes the addition of an identical prepreg line to the existing line and a continuous resin mixing facility. This expansion will allow Hexcel to keep up with the changing market conditions and remain competitive with their other facilities. This line will allow them to diversify their customer base and expand to providing services to other companies besides Vestas. This equipment expansion will also create 50 new full-time jobs with an average salary of \$55,673.00

Below is a project review:

Hexcel Equipment Upgrade Project

<u>Equipment/FF&E</u>	<u>\$20,000,000.00</u>
Total project cost	\$20,000,000.00
New jobs	50
Annual payroll of new jobs	\$2,783,650.00
Benefits	39.8% of salary + pay 92% of healthcare insurance
Retained jobs	40

Financial Impact

Personal Property Tax Rebate over 10 years	\$ 193,003.00
Total	\$ 193,009.00

Relationship to Strategic Plan

Diversify, Grow & Strengthen the Local Retail and Industrial Economy

Recommendation

Approval of Resolution No. 2018-82 for the \$193,003.00 incentive for equipment and upgrade for Hexcel.

Attachments

- Letter of Request
- Personal Property Tax Refund Worksheet
- Incentive agreement
- Resolution



July 17, 2018

Ms. Jill Young
Town of Windsor
Economic Development Specialist
301 Walnut Street
Windsor, Colorado 80550

Dear Ms. Young:

Please accept this formal request from Hexcel Corporation to apply for any and all incentives that the Town of Windsor may offer. We have completed the Weld County Project Information data sheet, as requested, for a \$20 million investment in new equipment. This new equipment will allow us to keep up with the changing market conditions by expanding our production lines.

Hexcel Corporation has 23 plants in 10 countries that all compete for a limited capital spending budget. Government assistance through incentives reduces the asset cash recovery period and will increase the IRR% (internal rate of return), factors that are considered in the internal budget approval process.

Hexcel Corporation appreciates any help provided and is excited to continue to partner with the Town of Windsor. If any further information is needed, please let us know and we will gladly provide.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cari Borgna", with a large, sweeping flourish extending to the right.

Cari Borgna
Vice President, Tax

cc: Nicholas Dator, Hexcel Corporation
Stacy Johnson, Town of Windsor Economic Development
Allea Newbold, Ryan, LLC
Matt Lowell, Ryan, LLC

**Personal Property Tax Refund Incentive Worksheet
2018 Hexcel Equipment Expansion**

Exhibit B

31815 Great Western Drive, Windsor
April, 2018

Weld County and Windsor may approve a refund of up to 50% of their portion of the tax paid on new personal property (equipment) first put into operation in Year 1, for up to 10 years. Below we've **estimated** taxes due on the new equipment and potential rebates based on the most current 2018 property mill levy. The below estimated refund calculation assumes that Weld County and Windsor will each approve a 50% refund request for 10 years. **This refund is subject to formal government(s) approval.**

Project Assumptions:

31815 Great Western Drive - **Tax Area 4009**
Current Mill Levy - 131.02 mills
Taxing Jurisdictions: Weld County- 15.800 mills; School Dist RE4 - 49.109 mills; Town of Windsor- 12.030 mills; Windsor-Severance Fire - 7.194; Windsor-Severance First Bond - 0.505 mills; Aims Junior College - 6.317 mills; Northern Colo. Water - 1.000 mill; West Greeley Conservation Dist. - 0.414 mills; Clearview Library - 3.570; Great Western Metro #5 - 35.000 mills;

New Equipment: \$20,000,000
Location: 31815 Great Western Dr -- Tax Area 4009
Current Total Mill Levy: 131.02 mills
Weld Levy - 15.800 mills
Windsor Levy - 12.030 mills
Depreciation: Manufacturing Equipment - 10 year average service life
Assessment Factor: 29% of actual value

Depreciation Schedule		92%	84%	76%	67%	59%	50%	42%	35%	28%	22%
		Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
Equipment Value	\$20,000,000										
Assessed Value	5,800,000	5,336,000	4,872,000	4,408,000	3,886,000	3,422,000	2,900,000	2,436,000	2,030,000	1,624,000	1,173,920
Tax Due		699,123	638,329	577,536	509,144	448,350	379,958	319,165	265,971	212,776	153,807

10 YR TOTAL ESTIMATED PP TAX DUE: **\$4,204,159**

Note: Above calculation does not include tax due on real property (building & land).

Entities able to refund:

PP taxes to Weld County:	84,309	76,978	69,646	61,399	54,068	45,820	38,489	32,074	25,659	18,548
PP taxes to Windsor:	64,192	58,610	53,028	46,749	41,167	34,887	29,305	24,421	19,537	14,122
Total	148,501	135,588	122,675	108,147	95,234	80,707	67,794	56,495	45,196	32,670
50% Waiver	74,250	67,794	61,337	54,074	47,617	40,354	33,897	28,247	22,598	16,335

10 YR TOTAL ESTIMATED PP TAX REFUND: **\$253,495** Weld County Refund Estimate
\$193,009 Windsor Refund Estimate
\$446,503 Total Refund over 10 years

See second sheet for additional program information, eligibility requirements and refund procedures.

**AGREEMENT
FOR
BUSINESS RETENTION EXPANSION INCENTIVES**

THIS AGREEMENT FOR BUSINESS RETENTION EXPANSION INCENTIVES (“Agreement”) is executed effective as of August 27, 2018 (“Effective Date”), by and between the TOWN OF WINDSOR, COLORADO, a Colorado home rule municipal corporation (“Town”), and HEXCEL CORPORATION, a corporation organized under the laws of the State of Delaware (“Hexcel”).

RECITALS AND CONTEXT

- A. Hexcel is currently operating a manufacturing facility within the Town’s corporate limits located at 31815 Great Western Drive (“Facility”).
- B. Between the Effective Date of this Agreement and the end of 2019, Hexcel intends to invest approximately Twenty-Million-Dollars (\$20,000,000.00) in upgrades to manufacturing equipment within the Facility (“Improvements”), to better keep pace with the demands of its markets.
- C. The Town maintains certain guidelines for evaluating the public benefit of industrial development and business retention expansion within its corporate limits.
- D. In reliance upon representations provided to the Town by Hexcel, the Town has determined that investment in the Improvements satisfies Town guidelines and will be of substantial economic benefit to the Town and to Weld County in the form of increased property tax revenues and the creation of new primary jobs.
- E. Subject to the terms and conditions herein, the Town desires to grant certain economic inducements and incentives to encourage Hexcel to invest in the Improvements and thus remain in Windsor.
- F. It is an appropriate and lawful function of Colorado municipalities to encourage business retention expansion through economic inducements and incentives.

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

- 1. The foregoing Recitals are incorporated herein by this reference.


Initials

2. Notwithstanding anything to the contrary stated herein, Hexcel shall have no independent obligation to invest in the Improvements. This Agreement does not create any obligation to invest in the Improvements at any time, under any circumstances whatsoever. Likewise, the Town's obligation to provide Hexcel with the business retention expansion incentives described herein is subject to the investment by Hexcel in the Improvements and operation of the Facility as so improved. If any of the foregoing conditions do not come to pass, the Town shall have no obligation to provide the business retention expansion incentives under this Agreement.
3. Provided that Hexcel invests in and installs the Improvements within the Facility, Hexcel anticipates that the Improvements will be fully-installed by December 31, 2019.
4. Attached hereto and incorporated herein as **Exhibit A** is Hexcel's July 17, 2018, letter of request for the business retention expansion incentives provided herein. The Town is relying on the representations provided in Exhibit A in concluding that the Improvements will generate property tax revenue, payroll impacts, and primary jobs.
5. Attached hereto and incorporated herein as **Exhibit B** is the Town's estimate of tax revenue generation anticipated from personal property tax assessments upon the Improvements. Notwithstanding the calculations found in Exhibit B, the total value of the incentives contemplated herein shall not be final until the Town's personal property tax assessment is applied to the Improvements by the Weld County Assessor. The total value of the incentives may be lesser or greater than set forth in Exhibit B. In other words, the personal property tax, as actually assessed and paid, shall determine the incentives contemplated herein.
6. In light of the foregoing, the Town agrees as follows:
 - a. Pursuant to Section 31-15-903, C.R.S., the Town is authorized to provide certain incentives to taxpayers in the form of personal property tax credits. In accordance with the findings set forth in this Agreement, and pursuant to Section 31-15-903, C.R.S., Hexcel shall be afforded personal property tax reimbursements in accordance with the following:
 - i. The Town will once each year reimburse fifty percent (50%) of personal property taxes actually paid as annually assessed on the Improvements over a ten (10)-year period, commencing the first year that any of the Improvements are placed into service at the Facility. This ten (10)-year period is expected to be 2020 through 2029, but the first year of the ten


Initials

(10)-year period will depend on the year Hexcel first pays Town personal property tax on any of the Improvements. No reimbursements shall be provided for taxable personal property that has been placed into service prior to the Effective Date.

- ii. Regardless of the ten (10)-year reimbursement term set forth above, the Town's total reimbursements under this Agreement shall not exceed the sum of One-Hundred-Ninety-Three-Thousand-Dollars (\$193,000.00). The reimbursements called for herein shall terminate upon conclusion of the 10 (10)-year term or the aggregate reimbursement of One-Hundred-Ninety-Three-Thousand-Dollars (\$193,000.00) by the Town, whichever shall first occur.
- iii. Reimbursement under this Agreement shall be made to Hexcel within sixty (60) days after receipt of evidence of full payment submitted by Hexcel, together with an affidavit from Hexcel stating that it remains eligible for reimbursement under the provisions of Section 31-15-903, C.R.S. To the extent necessary to assure the reimbursements provided herein are confined to Improvements placed into service after the Effective Date, Hexcel shall provide accounting information upon request of the Town, the cost of which shall be borne by Hexcel. Reimbursement shall be conditioned upon Hexcel being current on all taxes, utility bills, fees and assessments otherwise levied by the State of Colorado, Weld County or the Town which are due and payable and relate to the Facility.
- iv. The Town shall not be required to reimburse Hexcel in the event that subsequent legislation adopted by the State of Colorado makes such reimbursement unlawful, or in the event a court of competent jurisdiction declares any portion of this Agreement or legislation authorizing payment under this Agreement to invalid or unconstitutional.
- v. Hexcel hereby waives its rights to appeal any personal property tax assessment for which fifty percent (50%) reimbursement has been paid under this Agreement. Hexcel shall not seek or accept any reduction of personal property taxes for which reimbursement has been paid under this Agreement. If for any reason Hexcel receives a personal property tax refund or credit during any of the ten (10) years during which reimbursements are called for under this Agreement, Hexcel shall pay over to the Town one-half of any such refund or credit within ninety (90) days of receipt.



Initials

- vi. In each of the ten (10) years set forth above, reimbursement by the Town to Hexcel shall be made only to the extent revenues are legally available and appropriated by the Town Board. The Town's obligation in future years shall not constitute a multiple fiscal year obligation of the Town.
 - vii. In connection with providing these incentives, the Town will comply with any obligations imposed pursuant to Section 31-15-903 (4).
7. This writing constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any prior written or oral communication, negotiations, agreements, representations and understandings between them with respect to its subject matter.
 8. This Agreement may not be modified, enlarged or altered, except in writing, signed by both parties.
 9. Neither party may assign the benefits or burdens of this Agreement without the express written consent of the other, provided that such consent shall not be unreasonably withheld, delayed or conditioned.
 10. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for all purposes shall be deemed proper in the District Court of Weld County, Colorado.
 11. A waiver by either party of a breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.
 12. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term of provision, and the rights of the parties shall be construed as if the part, term or provision in question was never part of this Agreement.

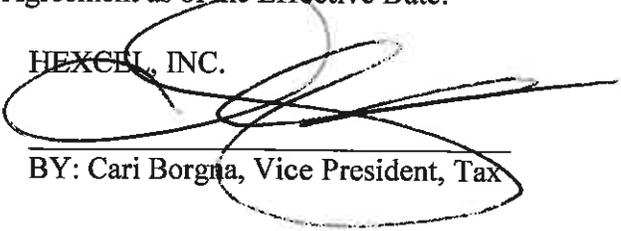

Initials

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

TOWN OF WINDSOR, COLORADO

HEXCEL, INC.

BY: Shane Hale, Town Manager



BY: Cari Borgna, Vice President, Tax



Initials

TOWN OF WINDSOR, COLORADO

RESOLUTION NO. 2018-82

A RESOLUTION APPROVING AN AGREEMENT FOR BUSINESS RETENTION EXPANSION INCENTIVES BETWEEN THE TOWN OF WINDSOR, COLORADO, AND HEXCEL CORPORATION

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

WHEREAS, Hexcel Corporation (“Hexcel”) is a Delaware corporation proposing to invest significant funds into new equipment at its existing Windsor facility located at 31815 Great Western Drive; and

WHEREAS, the Town has established policy by which certain economic incentives and inducements are available to existing businesses seeking to expand and thus remain in Windsor; and

WHEREAS, Title 31, Article 15, Part 9 of the Colorado Revised Statutes provides that it is a proper exercise of municipal powers to provide economic inducements and incentives to investment in existing facilities that keep jobs and tax revenue in the community; and

WHEREAS, Hexcel has presented the Town with data and specifications intended to justify an offer of economic inducements and incentives from the Town; and

WHEREAS, based upon the data and specifications provided by Hexcel, and in reliance thereon, the Town has offered business retention and expansion incentives, *to wit*: personal property tax reimbursements in accordance with Colorado law; and

WHEREAS, the Town and Hexcel have negotiated the attached *Agreement for Business Retention Expansion Incentives* dated August 27, 2018 (“Agreement”), which terms are incorporated herein by this reference; and

WHEREAS, the attached Agreement has been reviewed by the Town Board, Town Manager and Town Attorney; and

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

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

1. The attached *Agreement for Business Retention Expansion Incentives* dated August 27, 2018, incorporated herein by this reference, is hereby approved.
2. The Town Manager is hereby authorized to execute the attached Agreement on behalf of the Town.
3. The Town Attorney is authorized to make necessary revisions to the Agreement in keeping with its essential purposes.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 27th day of August, 2018.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk

[Seal]



MEMORANDUM

Date: August 27, 2018
To: Mayor and Town Board
From: Rick Klimek, Chief of Police
Re: Intergovernmental Agreement between Weld RE-4 School District and the Town of Windsor for School Resource Officer Program
Item #: C.3.a

Background / Discussion

The Weld RE-4 School District ("District") and the Town desire to enter into this Intergovernmental Agreement ("IGA") to continue to dedicate one police officer as a school resource officer during working school hours. The District will pay the Town a proportional share of the cost of this officer to help defray costs and show their dedication to the program. It is the desire of both the Town and the District that this program will allow for immediate responses to law enforcement concerns, allow for better collaboration and cooperation between the school and law enforcement, and improve upon the staff/student/law enforcement relations. The District approved this agreement in its August 20, 2018 meeting, and now awaits Town approval..

Financial Impact

N/A

Relationship to Strategic Plan

Safe, Well Planned Community with Spirit and Pride

Recommendation

Approve the Intergovernmental Agreement between Weld RE-4 School District and the Town of Windsor for the School Resource Officer Program

Attachments

A Resolution Approving and Adopting the Intergovernmental Agreement between Weld RE-4 School District and the Town of Windsor for the School Resource Officer Program

TOWN OF WINDSOR

RESOLUTION NO. 2018 - 83

A RESOLUTION APPROVING AND ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN WELD RE-4 SCHOOL DISTRICT AND THE TOWN OF WINDSOR FOR THE SCHOOL RESOURCE OFFICER PROGRAM

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 and the Weld County School District RE-4 (“District”) have enjoyed a long history of cooperation and collaboration; and

WHEREAS, pursuant to C.R.S. §§ 29-1-203 and 22-32-122 the District and the Town desire to cooperate to establish and develop a School Resource Officer Program (“SRO Program”); and

WHEREAS, the Town and the District (“Parties”) acknowledge the benefits such a program can have for the students and the citizens; and

WHEREAS, the Parties have intend to share costs for such program in a proportional manner, based upon a working day school year calculation; and

WHEREAS, C.R.S. §29-1-203 encourages and permits local governments to cooperate in the provision of any function or service lawfully authorized to each of the cooperating entities; and

WHEREAS, the Town Board acknowledges that the creation of a School Resource Officer Program, having an officer dedicated to the District will assist in providing a safe learning environment, improve collaboration with school law enforcement, and improve relations between law enforcement, students and staff.

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

1. The attached Intergovernmental Agreement between Weld RE-4 School District and the Town of Windsor for the School Resource Officer Program, is hereby approved and adopted.
2. The Mayor is hereby authorized to execute the attached Intergovernmental Agreement on behalf of the Town.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 27th day of August, 2018.

TOWN OF WINDSOR, COLORADO

ATTEST:

Krystal Eucker, Town Clerk

By: _____
Kristie Melendez, Mayor

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WELD RE-4 SCHOOL DISTRICT AND THE TOWN OF WINDSOR FOR
THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT FOR SCHOOL RESOURCE OFFICER PROGRAM (“Agreement”) is made this 20th day of August 2018, between the Town of Windsor, Colorado, a Colorado home rule municipality (“Town”) on behalf of the Town of Windsor Police Department (“Windsor Police Department”) and the Weld County School District RE-4 (“District”) (hereinafter the Town and District are referred to as “Party” in the singular and “Parties” in the plural).

RECITALS

WHEREAS, pursuant to C.R.S. §§ 29-1-203 and 22-32-122, the District and the Town desire to cooperate to establish and develop a School Resource Officer Program; and

WHEREAS, the joint goals of the School Resource Officer Program, (“SRO Program”) are to:

1. Provide a safe learning environment and help reduce school violence;
2. Improve school law enforcement collaboration; and
3. Improve perceptions and relations between students, staff and law enforcement officials.

WHEREAS, the Parties recognize the outstanding benefits that the SRO Program has for the citizens of the Town and the District, particularly for the students of the District’s schools located within the Town; and

WHEREAS, the Parties intend to share proportionally the costs for any School Resource Officers assigned to the SRO Program; and

WHEREAS, the Town and the District intend this agreement to replace and supersede in all respects all prior agreements between the Parties as it relates to the agreements contained herein between the District and the Town.

AGREEMENT

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

Article I

Term

This Agreement, and performance of the duties called for herein by the SROs shall begin on August 27, 2018 and shall continue in effect through and including June 7, 2019, unless earlier terminated as provided in Article X of this Agreement.

Article II

SRO Program

A. Assignment of School Resource Officers

1. The Town shall initially assign one (1) school resource officer (hereinafter referred to as “SRO” in the singular and “SROs” in the plural) to service the following schools:

Windsor High School
Windsor Middle School
Grandview Elementary School
Mountain View Elementary School
Tozer Elementary School
Sky View Elementary School

The school assignment can be set by mutual agreement of the SRO and the school principal, assuring a presence of the SRO between each of the schools. SROs shall be assigned to work with the administration, faculty, and students at the assigned school on the schedule as provided for in this Agreement.

2. The Town shall assign the duties of supervision of the SROs to the SRO Supervisor, who shall oversee the SROs and shall perform scheduled and non-scheduled visits to the schools. The SROs assigned pursuant to this Agreement will report to the SRO Supervisor. When practicable, during scheduled visits, the SRO Supervisor shall meet with the assigned SRO and school administrators and any staff designated by the principal.

3. The Town may, from time to time, reassign its employees and designate one or more replacement SROs at any time. The District reserves the right to request the removal or re-assignment of any SRO for any reasonable cause and upon written notice to Town as specified in Article VII.

4. If, during the term of this Agreement, any additional schools are annexed into the Town, come into existence, or are closed, then the existing SROs may be reassigned, and/or a new SRO may be appointed and assigned as determined by the SRO Supervisor in consultation with the District. As specified in Article IV, B., the Parties intend to exercise good faith in reaching agreements regarding the re-assignments of SROs and modifications of the funding terms of this Agreement as a result of the happening of one of the conditions specified herein.

5. SROs will not be assigned to Charter Schools in the District under the terms of this Agreement.

6. The SROs shall also respond to and handle non-emergency calls at other schools of the District where there is not an assigned SRO.

7. When practicable, the SRO Supervisor, the SRO and the District's Superintendent or his/her designee shall meet weekly at a time and location to be determined by the Parties to discuss problems, issues, and concerns about the SRO Program.

B. Regular Duty Hours of the SROs

1. The SROs shall be assigned to their primary schools on a full-time basis of eight (8) hours on those days and during those hours that the schools are in regular session in accordance with the calendar established by the Board of Education of the District, as amended from time to time. The primary purpose of the SRO Program is to provide services during normal school hours. However, the District may request that the SRO be assigned additional hours and/or days beyond the normal working hours. The principal(s) of the assigned school(s) and the SRO Supervisor may agree to adjust the working hours of the SRO; provided, however, that overtime hours are not worked. The Superintendent or his/her designee, in cooperation with the SRO Supervisor, may request assignments of SROs beyond the assigned contracted hours. If the Superintendent requests additional coverage from the SROs, subject to the availability of the SRO, then the Town may seek compensation or reimbursement for the additional cost associated with that coverage, if any.

a. The SRO may be temporarily assigned other duties by the Town during school holidays and vacations or during the period of a law enforcement emergency or law enforcement-related training as determined by the Town. The Parties agree that no compensation or refund of any funds provided in Article IV will be owed to the District during such temporary absence or temporary assignment of the SRO except as provided for in Article VII. D.

b. The SRO shall attempt to schedule vacations and floating holidays during periods when school is not in session. Any exception may be granted if approved by the SRO Supervisor after consultation with the principal of any affected school(s). Notwithstanding any provision to the contrary, the Parties agree that no compensation or refund of any funds provided in Article IV will be owed to the District during such approved vacations and floating holidays. The SRO Supervisor will rotate or temporarily reassign an existing remaining SRO associated with the SRO Program or provide a substitute SRO to cover the shortage at any assigned school affected by the SROs absence so that the assigned schools are not completely left without coverage. When a substitute SRO is required, the Town will assign the SRO who has previous experience

as the SRO to the extent possible or an officer who is otherwise compatible for school environments. Whenever possible, the Town will utilize the same officers for substitute/replacement purposes so that there are not different officers every day. 2. Subject to Article II.B.1, the SRO shall work during the hours school is in session and coordinate his/her schedule with the school principal or his/her designee of the SRO's assigned school. When schools are closed due to in-service training, the SRO, if invited by the school administrators, may attend the in-service training or use those hours for SRO administrative duties.

C. Summer Duty of the SROs

The Parties shall meet during the term of this Agreement to determine the number of SROs that will be assigned to provide services in accordance with this Agreement during the summer school period. Notwithstanding any provision to the contrary, if fewer SROs are provided by the Town during the summer months than what is called for in Article II of this Agreement, then the Town shall not be required to refund any funds paid by the District.

D. Duties of the SRO

1. The SRO shall wear Town-approved uniforms and drive a marked patrol unit in performance of the duties required by this Agreement. In the event the SRO is authorized to wear civilian clothes for a specific event, the SRO shall comply with the Windsor Police Department dress code.

2. Subject to the SRO's discretion and law enforcement authority, the SRO shall take appropriate law enforcement action as requested by school administrators. The SRO may also take such other appropriate law enforcement actions as may be required by law or the Windsor Police Department policy and must then notify the school administrator as soon as practicable of any violations or actions which impact school discipline, order or safety, or such other violations and actions as the District reasonably requests be reported. This may include interviewing suspects and victims of criminal violations, issuing summonses, and addressing traffic concerns. Should it become necessary to conduct formal law enforcement interviews with the students, the SRO shall adhere to District policy, regulations and guidelines, Windsor Police Department policy, and legal requirements with regard to such interviews.

3. The SRO shall assist other SROs, if applicable, or law enforcement agencies in conducting investigations when requested or required.

4. The SRO shall develop teaching expertise and assist faculty in conducting specialized classes on such topics as the role of policing in the community, search and seizure, traffic laws, crime prevention, victims' rights, community involvement, and youth programs. In addition, the SRO shall encourage and participate in discussion during classes to establish rapport with students. Any additional areas of instruction or SRO participation in school activities must be mutually agreed upon by Windsor Police Department, the SRO Supervisor, and the principal or his/her designee of the affected school.

5. The SRO shall seek permission, advice, and guidance from school administrators prior to implementing any program within the SRO's assigned school.

6. The SRO shall assist school administrators, staff, and faculty in developing emergency procedures and emergency management plans to include prevention and/or minimization of dangerous situations which may result from student unrest.
7. The SRO shall be familiar with and abide by all relevant District policies, regulations and guidelines related to safety, student conduct and discipline, including the District's Code of Conduct except to the extent such policies, regulations, code and guidelines conflict with his/her responsibilities as a law enforcement officer.
8. The SRO shall assist administrators, faculty and staff with the investigation of any suspected violations of law occurring on District premises. It shall be understood and agreed that the SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that such students have committed a criminal offense. The SRO shall not be assigned to lunchroom duties, hall monitoring or other campus monitoring duties, unless there is a specific problem, in which case, the SRO may assist the school with those duties until the problem is remedied.
9. The SRO shall seek to establish working relationships with student organizations, faculty, staff members, District administrators and community members. In addition, the SRO may attend parent, faculty, student, administration or other meetings to provide information regarding the SRO Program and provide opportunities for involvement and support.
10. The SRO shall coordinate enforcement efforts with campus supervisory personnel, including but not limited to campus supervisors, campus security officers, hall monitors, parking attendants and private security firm personnel.
11. The SRO shall maintain detailed, accurate and up to date records as required by the Windsor Police Department, school administrators and central administrators of the District, and submit reports as requested.
12. The SRO shall work proactively with all law enforcement agencies that serve the District's community.
13. The SRO shall work proactively with students, parents and faculty regarding public safety and use problem solving teams and programs to address outstanding problems.
14. The SRO shall provide information and referrals regarding community programs to school administrators, staff, students, and parents so that appropriate assistance can be assessed. These programs may include but are not limited to mental health clinics, peer support, and drug treatment centers. The SRO may make referrals to community agencies and programs when necessary. The SRO shall refer students to the school or district counselor as needed. Referral guidelines shall be determined by the school administrator.
15. The SRO may attend, whenever possible, selected school functions as recommended by school administrators.

16. The SRO shall maintain the confidentiality of any information obtained pursuant to Title 19 of the Colorado Children’s Code, and shall not disclose the information except as provided by law or court order.

17. The SRO shall maintain the confidentiality of District records and personally identifiable information in accordance with Parts 2 and 3, Article 72 of Title 24, Colorado Revised Statutes, the Family Educational Rights and Privacy Act of 1974 and its regulations, and District policies.

18. The SRO shall coordinate with and inform the District’s Superintendent or his/her designee, of investigations and cases which have a significant impact on a school or the District, or other such matters as are designated by them or as required by law.

19. The SRO shall perform other duties which will promote the goals of the SRO Program and which are mutually agreed upon by the District and the Town.

E. Training

1. Basic SRO training shall be provided to all new SROs prior to beginning assignment as the SRO, or as soon as reasonably possible. Basic SRO training may be obtained through the Colorado Association of SROs, the National Association of SROs or any other organization which provides similar training. The Town shall be responsible for the payment of all expenses associated with the SRO training.

F. Records.

All records of police reports and citations associated with the SRO duties will be maintained by the Windsor Police Department and will comply with the school reporting requirements set forth in § 22-32-146, C.R.S.

ARTICLE III

Facilities and Equipment

A. Facilities and Equipment

The District shall provide to each full-time SRO the following equipment and facilities, which are deemed necessary to the performance of the SRO’s duties under this Agreement:

1. The District’s Superintendent or his/her designee in consultation with the principal at each assigned school shall designate an office space at each assigned school for the exclusive use by the SRO. The designated office space shall be available to the assigned SROs at all times when the school is open for educational or extracurricular activities. In addition, the District shall make reasonable effort to accommodate the SROs’ needs to use such designated space at other hours when the school building may not otherwise be open in furtherance of the duties required of the SRO under this Agreement. Except in emergency circumstances, the District

shall provide SRO at least seventy-two (72) hour notification if the portion of the building allocated herein to SRO becomes temporarily unavailable.

2. For purposes of this Agreement, SRO is deemed a “school official” with whom the District may share any records that are deemed necessary by the District for use by the SRO in connection with the SRO Program. Confidentiality of the records shall be maintained by the SRO pursuant to state law, District and Windsor Police Department policies.

3. The District shall provide for the use of each SRO a desk and any necessary office furniture, a computer and access to a printer. These items shall be paid for and maintained by the District.

B. Maintenance of Facilities and Equipment

All Town or District equipment and facilities, including vehicles, utilized by the SROs or SRO Supervisors in connection with the SRO Program shall be maintained by and at the expense of the respective owners of such equipment.

C. Effect of Termination

In the event this Agreement is terminated, any Town or District facilities or equipment utilized in connection with the SRO Program shall be returned to or retained by the respective owners.

ARTICLE IV

Financing the SRO Program

A. Payment and Payment Estimates

In consideration of the Town providing SROs for the SRO Program, the District shall fund thirty percent (30%) of the employment costs for each SRO assigned to the SRO Program based on a two hundred twenty-five (225) working day school year. A “working day” includes all days school is in session, school vacations, school holidays, and some employee training and leave days. The District shall pay to the Town on a quarterly basis the amount that is equal to thirty percent (30%) of the previous quarter’s employment costs incurred by the Town for each SRO assigned to the SRO Program. Payments shall be made by January 1, April 1, July 1, and October 1 during the term of this Agreement. The Town shall provide the District written notice as to the quarterly amount due thirty (30) days before the payment deadline. By no later than February 1 of each year this Agreement is in effect, the Town shall make reasonable efforts to estimate its costs associated with the SRO Program for which the District will have to pay its proportionate share and will notify District of such amount for the District’s budgetary considerations.

B. Modification of Funding

In the event circumstances and requirements of either Party changes, the District and the Town shall work in good faith, pursuant to Article XI to reach an agreement about future assignments, funding and the number of SROs assigned to the SRO Program. Pursuant to Article VIII, any adjustments shall be taken into consideration in determining the Parties' fiscal obligations. The District's proportionate share of funding shall remain as indicated in Subsection A.1. of this Article.

ARTICLE V

Employment Status of SRO

A. SRO Employment Status

It is expressly understood that, at all times during the term of this Agreement, the SROs and SRO Supervisor are employees of the Town. The District and Town acknowledge that the SRO is a law enforcement officer under the direct supervision of the Windsor Police Department. The SRO shall remain responsive to the chain of command of the Windsor Police Department. SROs shall not represent that they are employees or agents of the District in any capacity.

B. Compliance with Employment Laws

The Town will be responsible for providing SROs with payment of wages, health care benefits, and workers' compensation insurance (including occupational disease). The Town will comply with all withholding taxes, social security, unemployment, workers' compensation, and/or other federal, state and local employment taxes and other requirements of federal, state or local laws, regulations, rules, and ordinances. To the extent permitted by law, the Town shall indemnify and hold the District harmless from and against any and all claims for same.

C. Supplies and Equipment Provided by Town

The Town shall provide the SROs with all supplies and equipment as are normally issued by the Town to law enforcement officers to be used by the SROs in performance of the duties required under this Agreement.

D. Disciplinary Action

The Town, at its sole discretion, will be responsible for taking any necessary or appropriate disciplinary action against any SRO or SRO Supervisor. In exercising these responsibilities, the Town shall consult with the District. The District will provide input and feedback to the SRO and the SRO's Supervisor and shall participate in reviews, evaluations and planning for particular SRO positions. The District shall regularly advise the Town of the SRO's work performance and shall immediately report to the Town any instances of alleged misconduct or discrimination. The District shall make its employees available as witnesses in any Town-conducted disciplinary or termination proceeding or workplace investigation.

ARTICLE VI

Appointment of the SROs

A. SRO Personnel Board Review

The SRO Personnel Board shall recruit, interview, and evaluate SRO applicants and shall forward to the Chief of Police or his/her designee a list of applicants who meet the requirements below and who have received a favorable recommendation by the SRO Personnel Board based on all the requirements and criteria listed below. Such recommendations shall be made only upon a majority vote of the SRO Personnel Board. The SRO Personnel Board shall consist of at least two representatives from the District, at least two members from the Windsor Police Department, and at least one student enrolled in a school of the District.

B. Applicant Requirements

SRO applicants must satisfy all of the following requirements:

1. The applicant must voluntarily seek the SRO position and must indicate a willingness to hold the position for three (3) years.
2. The applicant must be a full-time peace officer, as defined by C.R.S. §16-2.5-101, with a minimum of three (3) years of law enforcement experience.
3. The applicant must be employed as a police officer with the Windsor Police Department.
4. The applicant must indicate a willingness that if appointed to the SRO position, he/she will not accept a transfer or promotion from the position until the end of a semester and that he/she will not schedule time off for vacations and floating holidays during periods when school is in session except as provided for in Article II.B.1.(b).

C. Other Considerations

The SRO Personnel Board shall also consider job knowledge, experience, training, education, attitude, communication skills, prior service as an SRO, prior training, education or experience with youth.

D. Application Review

The SRO Personnel Board shall forward a list of recommended applicants to the Chief of Police or designee, who shall appoint officers as SROs at his/her sole discretion from the recommended list of applicants in consultation with the District's Superintendent or designee.

ARTICLE VII

Dismissal, Reassignment, Retirement or Resignation of SROs; Replacement

A. Removal of SRO

In the event the school administrator to which the SRO is assigned believes that the SRO is not effectively performing his/her duties and responsibilities, the administrator shall first speak with the SRO to clearly outline the responsibilities and expectations. Should the school administrator continue to be dissatisfied with the performance of the SRO, the school administrator may recommend in writing to the District's Superintendent or designee, that the SRO be removed from the SRO Program. The Superintendent or designee shall review the reasons provided by the school administrator for the recommendation of removal of the SRO, and then he/she shall advise the Chief of Police or designee within ten (10) business days. The Chief of Police or designee may elect to meet with the Superintendent or designee and the SRO to mediate or resolve any issues that may exist. At such meeting, specified school staff members may be requested to be present. If the issues cannot be resolved within a reasonable period of time after the mediation, or if mediation is not sought by the Chief of Police or his designee, then the SRO shall be dismissed from the SRO Program.

B. Reassignment

The Chief of Police or designee may dismiss or reassign the SRO or SRO Supervisor from the SRO Program at any time based upon Town or department rules, regulations, policies or directives, or when it is in the best interests of the Town as determined by the Chief of Police. Any vacancy in the SRO Program created by such dismissal or reassignment shall be filled in the manner described in Subsection D of this Article.

C. SRO Transfers, Promotions

The SRO or SRO Supervisor may be transferred or promoted from his/her SRO position during the school year at the discretion of the Chief of Police or designee with adjustment to the Parties' financial obligations set forth in Article IV. SROs requesting a transfer to another position must do so at the end of the school year or semester, unless alternative timing of a particular request is agreed upon by the Town and the District. The SRO must make such request in writing. Transfer request decisions shall be made at the discretion of the Chief of Police or designee. Any vacancy created by such transfer or promotion shall be filled in the manner described in Subsection D of this Article.

D. Effect of SRO Vacancy

In the event of resignation, dismissal, promotion, retirement, rotation or transfer of the SRO, or in the case of long-term absences due to injury, illness, disability or other cause of more than thirty (30) calendar days, the Town shall provide a replacement for the SRO within thirty (30) calendar days of receiving notice of such absence, dismissal, resignation, promotion, retirement,

rotation or transfer. When a replacement SRO is required, the Town will assign SROs who have previous experience as an SRO to the extent possible or an officer who is otherwise compatible for school environments. If such replacement cannot be provided within the thirty (30) day timeframe due to personnel and staffing constraints of the Windsor Police Department, the Chief of Police or designee may, with adjustment to the Parties' financial obligations per Article V, temporarily reallocate the school assignments of any existing SRO to ensure that, , the high school is assigned an SRO and the SRO Program is assigned a SRO Supervisor. Any reallocation of assignments shall be done in consultation with the District. As soon as practicable, the SRO Personnel Board shall recommend a permanent replacement for the vacated SRO position. Should the vacancy or temporary assignment continue for longer than thirty (30) calendar days, the Parties agree to negotiate, pursuant to Article VIII, an adjustment of the District's financial contribution for the previous quarter. The Parties intend to return the SRO Program to full staffing as soon as practicable. The Parties' financial obligations pursuant to Article IV shall be adjusted for all days there is a vacancy in the SRO position.

ARTICLE VIII

Evaluation

Effectiveness of the SRO Program shall be evaluated annually by the Parties to determine if any modifications to the SRO Program are necessary or advisable. The evaluation shall include, where appropriate, compliance with the terms and conditions of this Agreement, identification of issues or problems and recommendations for improvement, and assessment of quality of services provided. This evaluation is critical to continue a successful program and the Parties agree to invest sufficient time and effort in the evaluation process. The Parties shall also evaluate the financial obligations of each Party and make adjustments as necessary to continue the SRO Program.

ARTICLE IX

Appropriations

All obligations of the Parties under this contract are solely from currently budgeted funds and this Agreement does not constitute a multiple fiscal year obligation of the Parties. The obligations of each party under this Agreement payable after its respective current fiscal year are contingent upon adequate funds for that purpose being budgeted, appropriated and otherwise made available. All financial obligations of the Parties, including but not limited to the funding obligations of Article IV, are subject to budgeting and the annual appropriation of such funds by the governing body of each party each fiscal year. The Parties shall follow respective internal policies and procedures relative to the renewal of this Agreement.

ARTICLE X

Termination of Agreement

A. Termination for Material Breach

Subject to Article XI, this Agreement may be terminated by any Party upon material breach by the other Party of any term or condition of this Agreement if such breach continues for a substantial and unreasonable period of time, but in any event, if the breach is continued for a period of ninety (90) days after receipt by the breaching party from the non-breaching party of written notice of the existence of such breach. Once either Party has received written notice of breach, the Parties will first abide by the terms of Article XI. Termination of this Agreement shall not, however, be the sole remedy of any Party and any exercise of this right to terminate shall not preclude the pursuit of any other remedy available in law or in equity to the non-breaching parties.

B. Termination for Nonappropriation

If either Party fails at any time to appropriate the funds necessary to comply with the requirements under Article IV of this Agreement, or if the District fails to timely pay the funds required under Article IV to the Town, the Town may terminate this Agreement upon giving the District thirty (30) days written notice. Upon such termination, the District shall pay for all SRO services provided by the Town under Article IV, Subsection B prior to the date of termination. The Parties shall thereafter have no further obligations under this Agreement.

C. Force Majeure.

Notwithstanding anything to the contrary, in the event of, and to the extent that fire, flood, earthquake, natural catastrophe, explosion, accident, war, illegality, act of God, or any other cause beyond the control of either Party, or labor strikes prevents or delays performance by either Party to this Agreement and any addendum, such Party shall be relieved of the consequences thereof without liability, so long as and to the extent that performance is prevented by such cause.

ARTICLE XI

Good Faith

The Parties, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The Parties agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise in implementing the Agreement by good faith negotiations before resorting to termination of this Agreement and/or litigation.

ARTICLE XII

Indemnification

To the extent permitted by applicable law, Town shall indemnify and hold District, including but not limited to its employees, agents, board members, officers, and representatives, harmless from and against all claims, liabilities, damages, losses, and expenses, including attorneys' fees, arising out of this Agreement or resulting from the performance of the duties by SROs or SRO Supervisor as required hereunder, to the extent that such claims, liabilities, damages, losses and expenses are proximately caused in whole or in part by any negligent or intentional act or omission or breach of contract of the SROs, SRO Supervisor, or another employee or agent of Town. This indemnification duty shall survive termination of this Agreement.

ARTICLE XIII

Notices

Any and all notices or any other communication required or permitted shall be deemed to have been given when personally delivered or deposited in the United States postal service as regular mail, postage prepaid, and addressed as follows or to such other person or address as a Party may designate in writing to the other Party:

To the District:

Superintendent of Schools
Weld RE-4
1020 Main St.
Windsor, CO 80550

President
Weld RE-4 Board of Education
1020 Main St.
Windsor, CO 80550

To the Town:

Chief of Police
Town of Windsor Police
Department
200 N. 11th St.
Windsor, CO 80550

Town Manager
Town of Windsor
301 Walnut St.
Windsor, CO 80550

ARTICLE XIV

Modification

This document constitutes the full understanding of the Parties, and no term, condition, understanding or agreement purporting to modify or vary the terms of this Agreement shall be binding unless in writing signed by both Parties.

ARTICLE XV

Non-Assignment; No Third Party Beneficiary

This Agreement, and each and every covenant within, shall not be capable of assignment except with the prior written consent of both Parties. This Agreement is not intended and shall not create any duty to any student, teacher, District employee, parent or any other person, firm or entity with regard to the provision of any law enforcement services, security, level of safety, or activities undertaken by the SROs or conditions resulting therefrom. No student, teacher, District employee, parent or other person, firm or entity shall be granted or have any private right of action, claim or civil liability remedy against the Town or the District, or their respective officers, employees or agents, by virtue of this Agreement. Nothing in this Agreement shall be construed to create any liability, or to waive any of the immunities, limitations on liability or other provisions of the Governmental Immunity Act, §24-10-101 *et seq.*, C.R.S., or to waive any immunities or limitations on liability otherwise available to the Town, the District, or their officers, employees or agents.

ARTICLE XVI

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XVII

Counterparts

This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

ARTICLE XVIII

Supersedes Previous Agreement

This Agreement replaces and supersedes all prior SRO Agreements between the District and the Town.

ARTICLE XIX

Severability; Headings

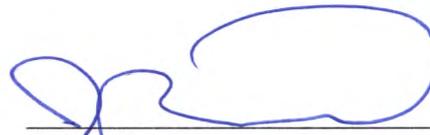
In the event this Agreement or any material provision hereof shall be declared to be invalid, unenforceable, or in violation of any applicable federal, state or local laws or regulations, the Parties will immediately begin negotiations to modify or amend this Agreement in order that this Agreement shall, as amended, express and contain the understanding and intentions of the Parties. The subject heading of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provisions.

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

WELD COUNTY SCHOOL DISTRICT RE-4
BOARD OF EDUCATION

ATTEST:

By: 
President


Secretary

TOWN OF WINDSOR, COLORADO

ATTEST:

[Seal]

Kristie Melendez, Mayor

Town Clerk



MONTHLY FINANCE REPORT

Volume 7, Issue 6
July 2018



OVERVIEW

- The base 3.2% collections and the .75% expansion collections were both above the target for the monthly budget requirement for July.
- Through July 2018 Construction Use Tax collections totaled \$2,332,086 or 65% of the annual budget.
- 39 business licenses were issued in July, of which 24 were sales tax vendors. 5 retail licenses closed in July.

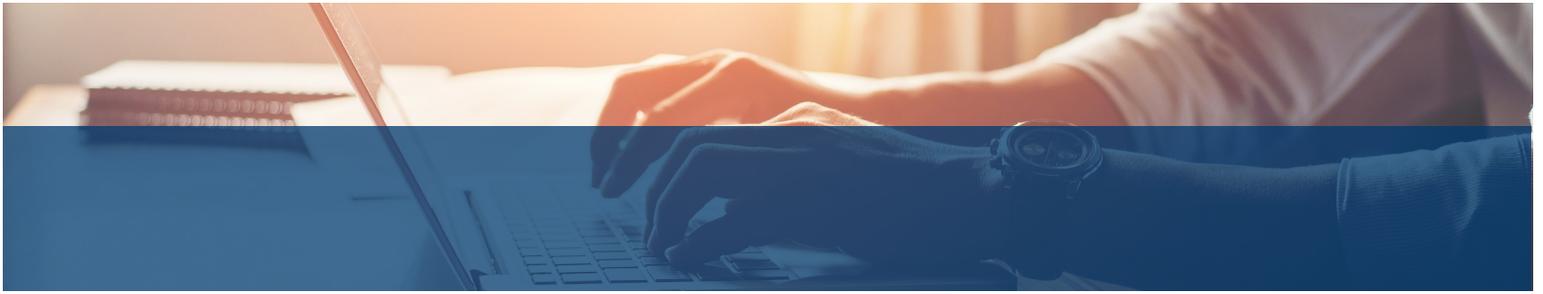


WINDSOR—SAFEST CITY IN COLORADO

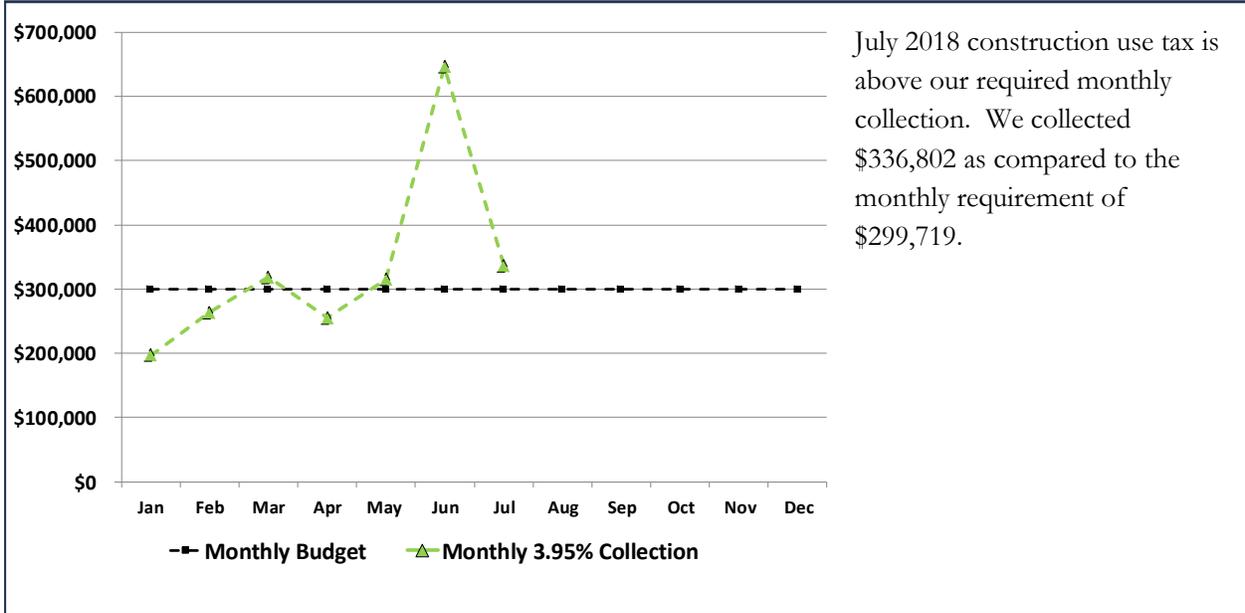
The Town of Windsor ranked the Safest City in the State in 2018. The ranking is based on FBI crime report statistics and population data as reported by SafeWise.com. As Windsor's Chief of Police says, the ranking is nice, but there's still more work to be done. Congrats Windsor residents--and police--and keep up the good work.

INSIDE THIS ISSUE

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BUILDING PERMITS AND CONSTRUCTION USE TAX

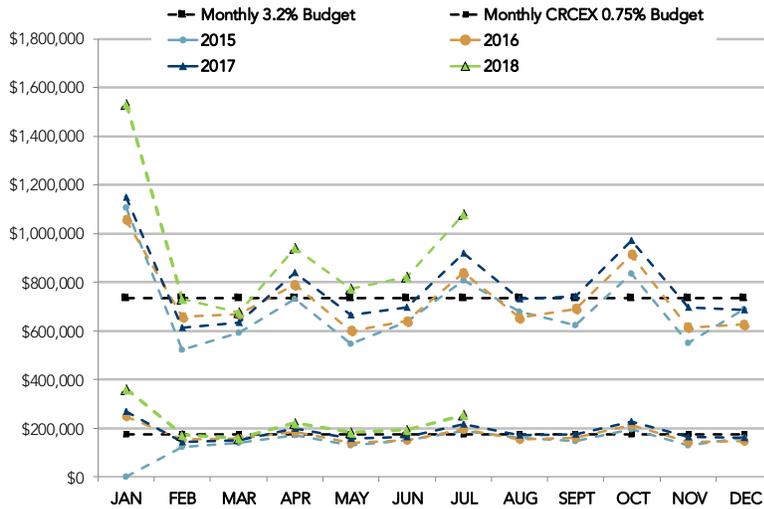


SALES, USE AND PROPERTY TAX UPDATE

Benchmark = 58%	Sales Tax	Construction Use Tax	Property Tax	Combined
Budget 2018	\$8,811,525	\$2,927,304	\$5,977,104	\$17,715,933
Actual 2018	\$6,554,157	\$1,894,961	\$5,325,665	\$13,774,783
% of Budget	74.38%	64.73%	89.10%	77.75%
Actual Through July 2017	\$5,518,906	\$1,963,749	\$4,034,999	\$11,517,654
Change From Prior Year	18.76%	-3.50%	31.99%	19.60%
CRC Expansion Budget 2018	\$2,088,731	\$669,300		\$2,758,031
CRC Expansion Actual 2018	\$1,537,395	\$437,125		\$1,974,520
CRC Expansion % of Budget	73.60%	65.31%		71.59%

Ideally at the end of the seventh month of the year you want to see 58% collection rate on your annual budget number. We have exceeded that benchmark in all three categories.

Sales Tax Collections in Dollars



Total sales tax collections for the month of July were 17.58% or \$199,572 higher than July 2017.

The monthly 3.2% collection benchmark is \$734,294. Collections for July 2018 came in at \$1,081,211.

CRC Expansion sales tax collection for July 2018 was \$253,618. The benchmark monthly collection to meet the budgeted projections is \$174,061.

MONTH HIGHLIGHTS

July is a quarterly collection month, meaning collections came in for the month of June and also for second quarter filings of quarterly remittance vendors and any special event licenses. The collections for July were higher than July of 2017 and above our monthly benchmark.

We did however receive an outlier payment in January and this one sale put our industry sector well above July year-to-date compared to 2017. With the exception of Lodging, all of our other sectors were ahead of July 2017. The lodging sector was only \$2,457 behind July 2017.

LOOKING FORWARD

3.2% COLLECTIONS

The town budgeted \$8.8M for this portion of sales tax for 2018 making our average monthly collection requirement \$734,294. July collections were above this mark at \$1,081,211.

.75% COLLECTIONS

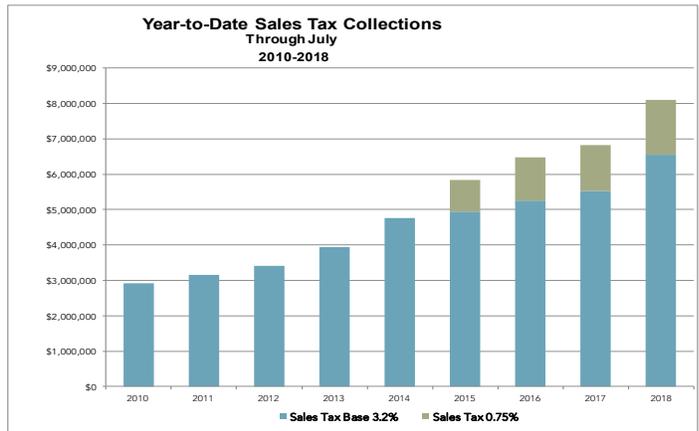
Our monthly budget requirement is \$174,061. We collected \$253,618 in July.

3.95% TOTAL

For 2018 we budgeted \$10.9M in total for the combined 3.95% sales tax rate. Through July we have collected \$8.1M. If we maintain this pace through the year we will come in at collections of \$13.9M.

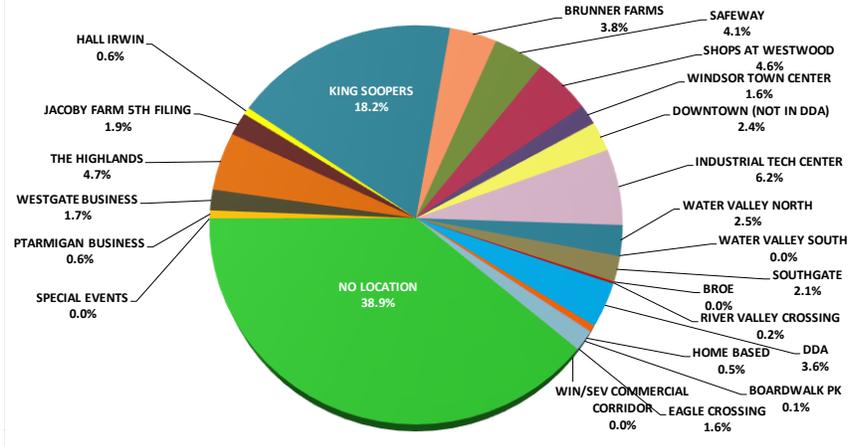


YEAR-TO-DATE SALES TAX COLLECTIONS



July year-to-date collections are up over 2017 collections by 18.76% or \$1,278,090.

SALES TAX REVENUE BY GEO CODE

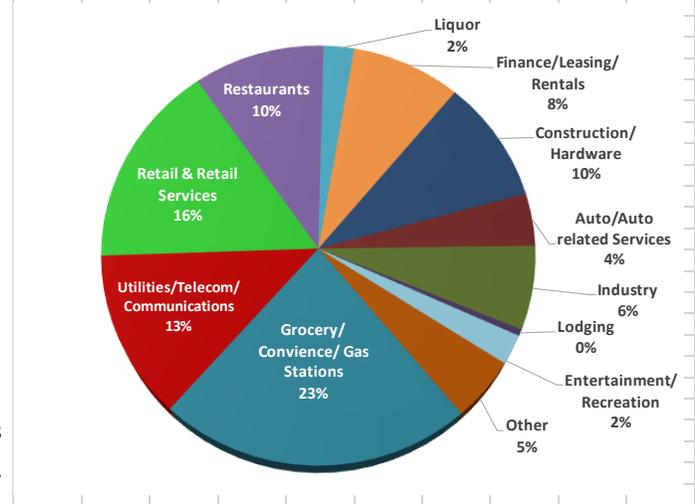


The King Soopers Center remains the largest local driving force in sales tax collections.

SALES TAX REVENUE BY INDUSTRY

YEAR-TO-DATE SALES TAX

- This is a returning feature to our monthly report detailing industry sector sales tax collections. As we have discussed on numerous occasions, groceries and convenience stores represent our largest sector.



Grocery/Convenience/Gas Station dominates the sales tax collections with 23%.

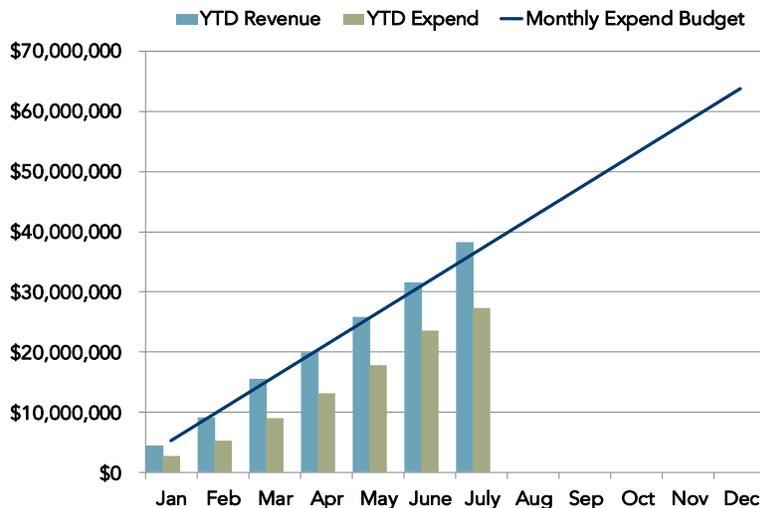


GENERAL FUND EXPENDITURES

General Fund operating expenditures are slightly below the 58% budget benchmark through July.

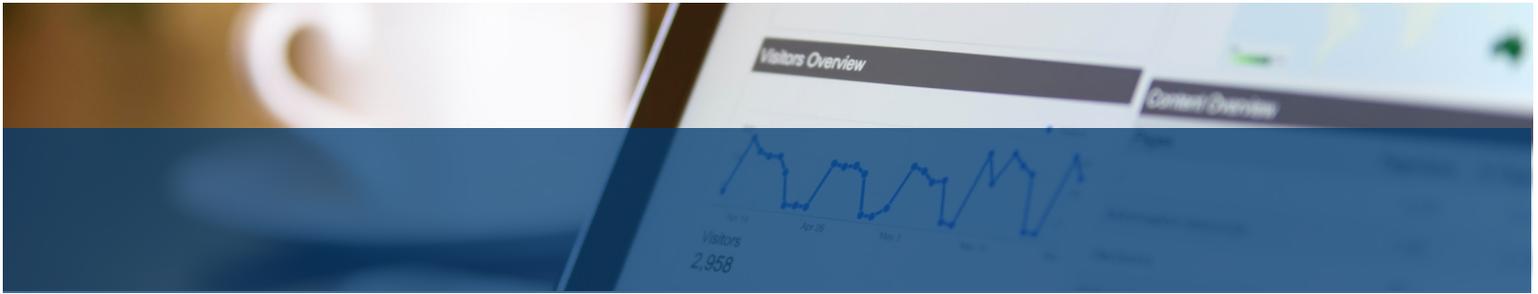
Department		Current Month	YTD Actual	2018 Budget	% of Budget
410	Town Clerk/Customer Service	\$64,671	\$393,955	\$734,755	53.6%
411	Mayor & Board	\$58,387	\$418,741	\$653,131	64.1%
412	Municipal Court	\$1,443	\$10,212	\$20,848	49.0%
413	Town Manager	\$27,726	\$261,830	\$375,472	69.7%
415	Finance	\$91,210	\$530,683	\$816,538	65.0%
416	Human Resources	\$49,889	\$345,064	\$608,590	56.7%
417	Communications	\$15,253	\$113,265	\$298,874	37.9%
418	Legal Services	\$30,145	\$256,579	\$454,750	56.4%
419	Planning	\$55,553	\$399,613	\$722,623	55.3%
420	Economic Development	\$24,136	\$212,686	\$351,593	60.5%
421	Police	\$364,871	\$2,681,355	\$4,510,605	59.4%
428	Recycling	\$4,687	\$27,327	\$85,111	32.1%
429	Streets	\$200,844	\$939,828	\$1,596,592	58.9%
430	Public Services	\$26,270	\$213,608	\$390,203	54.7%
431	Engineering	\$70,951	\$528,014	\$909,223	58.1%
432	Cemetery	\$9,579	\$72,612	\$157,242	46.2%
433	Community Events	\$20,918	\$73,432	\$147,990	49.6%
450	Forestry	\$29,084	\$205,046	\$410,133	50.0%
451	Recreation Programs	\$178,697	\$1,028,917	\$1,833,152	56.1%
452	Pool/Aquatics	\$55,001	\$182,468	\$345,782	52.8%
453	Open Space/Trails	\$25,037	\$89,377	\$131,751	67.8%
454	Parks	\$123,545	\$652,072	\$1,474,282	44.2%
455	Safety/Loss Control	(\$768)	\$602	\$8,950	6.7%
456	Art & Heritage	\$22,043	\$184,310	\$377,517	48.8%
457	Town Hall	\$22,411	\$169,391	\$460,826	36.8%
Total General Fund Operations		\$1,571,583	\$9,990,987	\$17,876,535	55.9%

COMBINED REVENUE AND EXPENDITURES



The chart on the left shows monthly revenue compared to monthly expenditure as well as a trend line showing the total 2018 budget expended equally over 12 months.

Our monthly budgeted total expenditures equal \$5,318,776. In July we collected \$6,692,385 in total revenue.



ALL FUNDS EXPENSE CHART

Benchmark = 58%

General Government	Current Month	YTD Actual	2018 Budget	% of Budget
General Fund	\$1,571,583	\$9,990,987	\$17,876,535	56%
Special Revenue (PIF, CTF, CRC)	\$69,924	\$2,222,819	\$6,891,057	32%
Community Rec. Center Expansion	\$117,157	\$1,181,201	\$2,868,243	41%
Internal Service	\$232,524	\$2,255,696	\$3,433,952	66%
Other Entities (WBA, Ec Dev Inc)	\$12,090	\$84,635	\$290,165	29%
Sub Total Gen Govt Operations	\$2,003,278	\$15,735,338	\$31,359,952	50%
Enterprise Funds				
Water-Operations	\$461,194	\$2,542,065	\$4,962,937	51%
Sewer-Operations	\$87,567	\$864,644	\$2,280,482	38%
Drainage-Operations	\$49,044	\$340,087	\$601,944	56%
Sub Total Enterprise Operations	\$597,805	\$3,746,796	\$7,845,363	48%
Operations Total	\$2,601,083	\$19,482,134	\$39,205,315	50%

plus transfers to CIF and Non-Potable for loan

Operations expenditures are at 50% of the annual budget.

General Govt Capital	Current Month	YTD Actual	2018 Budget	% of Budget
Capital Improvement Fund	\$803,579	\$4,301,420	\$11,860,615	36%
Enterprise Fund Capital				
Water	\$141,076	\$3,084,847	\$8,538,262	36%
Sewer	\$120,536	\$354,923	\$3,827,625	9%
Drainage	\$12,404	\$46,501	\$393,500	12%
Sub Total Enterprise Capital	\$274,016	\$3,486,271	\$12,759,387	27%
Capital Total	\$1,077,595	\$7,787,691	\$24,620,002	32%
Total Budget	\$3,678,678	\$27,269,825	\$63,825,317	43%

Through July, operating and capital expenditure combined to equal 43% of the 2018 Budget.

ALL FUNDS EXPENDITURES

We are slightly under our operating budget for the year. The internal service funds pay many items in January and February that cover the entire year. Being slightly ahead of the benchmark at this time of year is not uncommon. They will get closer to the benchmarks as each month passes.

TOWN OF WINDSOR 2018 MAJOR CAPITAL PROJECT STATUS *arranged by reporting department*

	2018 Projects	2018 Budget	Spent YTD	Dept.	Multi-Yr	Est. Start Process	Actual Start	% Complete	Est. Complete	Actual Complete
1	Generator & Enclosure	300,000	\$0	Fin	2018	July	Aug 8	12%	Oct 1	
2	300 Block Main St parking & bulbouts	227,100	\$0	Eng DW	2018	Oct		5%	Dec	
3	SH 257 Roundabout	750,000	\$870,032.35	Eng DW	2017-2018	May 14	May 14	100%	Jul 3	Jul
4	SH 392/LCR 5 intersection study	50,000	\$7,009	Eng DW	2018	May	Apr	100%	Aug	1-Apr
5	Water Line Interconnect with FCLWD	11,000	\$0	Eng DW	2018	Aug		15%	Oct 15	
6	Sewer Interceptor to Hwy 257 & Harmony Rd	3,000,000	\$220,249	Eng DW	2018-2021	Dec		20%	2019	
7	Cemetery drive way & parking lots	345,000	\$41,580.00	Eng CT	2018	Sep 1		55%	Nov 1	
8	Boardwalk parking lot slurry/stripe	31,000	\$0	Eng CT	2018	Jun 1	July	45%	Sep 1	
9	Eastman Park parking lot slurry/stripe	35,000	\$0	Eng CT	2018	Jun 1	July	45%	Sep 1	
10	Street Maintenance (overlay)	1,854,000	\$92,193	Eng CT	2018	Mar 15	Mar 1	95%	Nov 1	
11	Street Maintenance (crack seal, chip seal)	721,000	\$488,015	Eng CT	2018	Feb 1	Feb 15	45%	Sep 1	
12	RR xing Improvements WCR 17	60,000	\$0	Eng CT	2018	May 1		0%	Aug 15	
13	Main St sidewalk E of Chimney Pk Dr	45,000	\$0	Eng CT	2018	Jul 1		0%	TBD	
14	Water Line Replacements	910,000	\$310,337	Eng CT	2018	Apr 16	16-Apr	90%	Aug 9	
15	Cemetery Storm Line Extension	40,000	\$43,541.18	Eng CT	2017-2018	Mar 15	Apr	97%	May 15	
16	Crossroads Blvd. Extension Design joint w/grant	450,000	\$12,840	Eng OH	2018	Feb	May 18	30%	Dec 1	
17	County Line Road Mitigation	450,000	\$334,880.79	Eng OH	2016-2018	2017	Nov '17	100%	May 1	1-May
18	Crossroads Blvd. Swale Improvement	115,000	\$0	Eng OH	2018	Sep 1		30%	Nov 1	
19	Diamond Valley East Access Improvements	40,000	\$0	Eng OH	2018	Oct 1		10%	Nov 15	
20	Water Transmission Line to N Weld Co	2,863,000	\$1,400,997	Eng OH	2017-2018	2017	Jun '17	90%	Oct 15	
21	Harmony-WCR 74 Corridor Joint Study	35,000	\$0	Eng DR	2018	Mar	Mar	60%	Oct	
22	Windsor Lake - West shoreline rip-rap	85,000	\$0	Eng DR	2018	Nov 1		5%	Dec 1	
23	Chestnut St. to Eastman Pk Dr Drainage Imp. Design	227,000	\$0	Eng DR	2018-2021	Jun 1		10%	2019	
24	Chimney Park Detention Pond Ph 2	126,500	\$2,960	Eng DR	2017-2018	2017	May '17	50%	Nov 15	
25	Diamond Valley Field Phase Development	3,600,000	\$0	Pks/EL	2017-2019	May 1		4%	into 2019	
26	Main Pk Playground Replacement	400,000	\$200,000	Pks Mgr	2018	Aug 16		60%	Sep 10	
27	Village East Park Development	866,000	\$48,657	Pks/TF	2018	Sep 15		55%	Nov 15	
28	Poudre Tr Maintenance TAP grant project	95,000	\$59,114	Pks/WW	2018	Mid Sept		40%	Sep	
29	Windsor Tr Highland Meadows Pkwy	165,000	\$1,980	Pks/WW	2017-2018	Jun 1		25%	Aug 1	
30	Windsor Tr #2 Ditch Tr -15th St to River Bluffs OS	50,000	\$0	Pks/WW	2018-2019	May 1		5%	2019	
31	7th Street & Crossroads landscaping	85,000	\$0	Pks/KK	2018	mid Aug		40%	Sep	
32	Eastman Pk Doc for special events investment	15,000	\$0	Pks/TF	2018	Sep		0%	.	
33	Automate splitter box E of Chimney Pk	70,000	\$0	Pks/WW	2016-2018	Aug 15		1%	Oct 1	
34	Purchase Creamery for Mother statue	77,000	\$27,998	Pks/LB	2018	Jan	Jan	65%	late Nov	
35	Sewer Line Rehab	89,625	\$0	P Wks	2018	Aug		0%	Oct 1	
36	Manhole Rehab	32,000	\$0	P Wks	2018	Aug		0%	Oct 1	
37	Lift Station #5 Replacement	500,000	\$110,970	DM P Wks	2017-2018	2017	Apr '17	20%	Sept 15	
38	Repl. #38,66,44,107,34,45,16,115, and leasing for units 35, 94, 52, & 19 new Streets PU, broce broom, turf utility vehicle Pks, new Rec PU, 2 new PD vehicles, new Parks vehicle	637,500	\$550,158	P Wks	2018	Mar	1-Mar	95%	TBD	
	Color key for funds =	PIF	CTF	CIF	WF	NPWF	SF	SDF	FF	ITF

2019 Budget Calendar

July 1, 2018	Due date for 2019 personnel requests, to Town Manager.
August 20, 2018	Revenue and proposed five-year Capital Improvement Plan presented in work session with Town Board.
August 31, 2018	Operating budgets due to Finance.
September 3 - 7, 2018	Town Manager reviews preliminary budget.
September 10 - 21, 2018	Town Manager, Director of Finance and budget team meet with Department Heads to discuss individual preliminary budgets.
September 24-28, 2018	Finance finalizes and delivers draft of 2019 budget to Town Board.
Monday Work Sessions October 1-29, 2018	Work sessions with Town Board and Department Heads to discuss 2019 Operating Budgets.
November 26, 2018	Director of Finance presents highlights and summary of 2019 Budget at Regular Town Board Meeting. Public Hearing and Adoption of 2019 Budget.
December 15, 2018	Final mill levy certified to both Weld and Larimer County Commissioners.



ADDITIONAL INFORMATION CAN BE FOUND AT

windsorgov.com/finance | 970-674-2400

