



TOWN BOARD SPECIAL MEETING

June 19, 2023 - 5:30 PM

1st Floor Conference Room, 301 Walnut Street, Windsor, CO 80550

To view Town Board meeting broadcasts, visit
www.windsorgov.com/MeetingsOnDemand.

AGENDA

A. CALL TO ORDER

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

B. BOARD DISCUSSION

1. Meet the Board - New Employees
2. Downtown Parking Study - Update and Next Step Considerations - D. Eisenbraun, Senior Planner
3. Fee Waiver Request from Weld RE-4 School District - S. Ballstadt, Planning Director
4. Future Meetings Agenda

C. CONSENT AGENDA

1. Resolution No. 2023-28 A Resolution Appointing the Town Attorney and Approving the Employment Agreement - K. Emil, Deputy Town Attorney

D. EXECUTIVE SESSION

1. An Executive Session Pursuant to Colorado Revised Statutes §24-6-402 (4)(b) for the Purposes of Receiving Legal Advice on Specific Legal Questions Concerning the Pending Wireless Tower Facility Site Location Written Decision (K. Emil, Deputy Town Attorney)

E. ADJOURN

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



MEMORANDUM

Date: June 19, 2023
To: Mayor and Town Board
From: Jennifer Butcher, HR Director
Re: Meet the Board - New Employees
Item #: B.1.

Background / Discussion:

Name	Title	DOH	Dept. Head
Vijay Kailisam	Police Officer	4/24/2023	Aaron Lopez
Siobhan Seymour	Police Officer	4/24/2023	Aaron Lopez
Andrew Weber	Police Officer	4/24/2023	Aaron Lopez
Vladimir Zhizhin	Police Officer	4/24/2023	Aaron Lopez

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:



MEMORANDUM

Date: June 19, 2023
To: Mayor and Town Board
From: David Eisenbraun, Senior Planner
Re: Downtown Parking Study - Update and Next Step Considerations - D. Eisenbraun, Senior Planner
Item #: B.2.

Background / Discussion:

Having a well-planned and coordinated parking system is vital to the long-term fiscal health of the town and ensures the continued viability of Windsor's small-town character. Through effective management, research and planning, the Town can guide sustainable downtown growth. This newly adopted Downtown Parking Study accomplished the following:

- Updated the 2012 parking study with a larger survey area
- Conducted community meetings, surveys and interviews to engage business owners, community members and stakeholders
- Developed a two-, five- and ten-year parking outlook
- Recommend downtown parking strategies to increase accessibility and decrease congestion
- Researched best practices for downtown parking management
- Supported complete street initiatives

This worksession update is to specifically discuss direction regarding potential next steps:

- Potential code updates
- Management strategies
- Creation of future parking districts

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:

1. Item -Staff Powerpoint - Downtown Parking Next Steps



Downtown Parking Update & Next Steps

Information Only

*David Eisenbraun, Senior Planner
Town Board – June 19, 2023*



Project Area Boundaries

Downtown Parking Study

- South: Walnut Street
- West: 7th Street
- East: 2nd Street
- North: Lakefront

-  2020 Parking Study Boundary
-  2012 Parking Study Boundary
-  Town of Windsor Parks
-  Downtown Development Authority



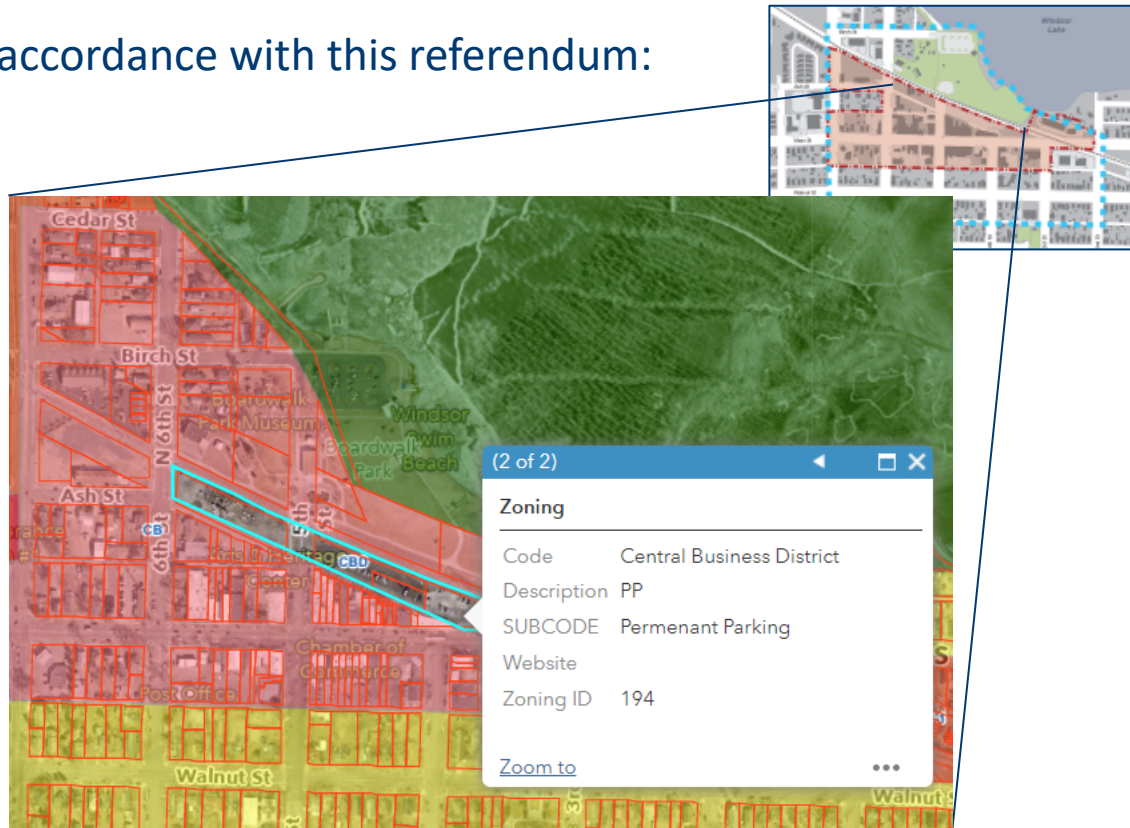


Measure 200 Update

Downtown Parking Study

The Town has done everything in accordance with this referendum:

- The zoning on the property was changed, the Town's Municipal Code was updated to include the "PP-Permanent Parking" Zoning District,
- The Town's Official Zoning Map depicts "PP – Permanent Parking"
- The only development right is to pave parking, but the DDA is not required to do so.



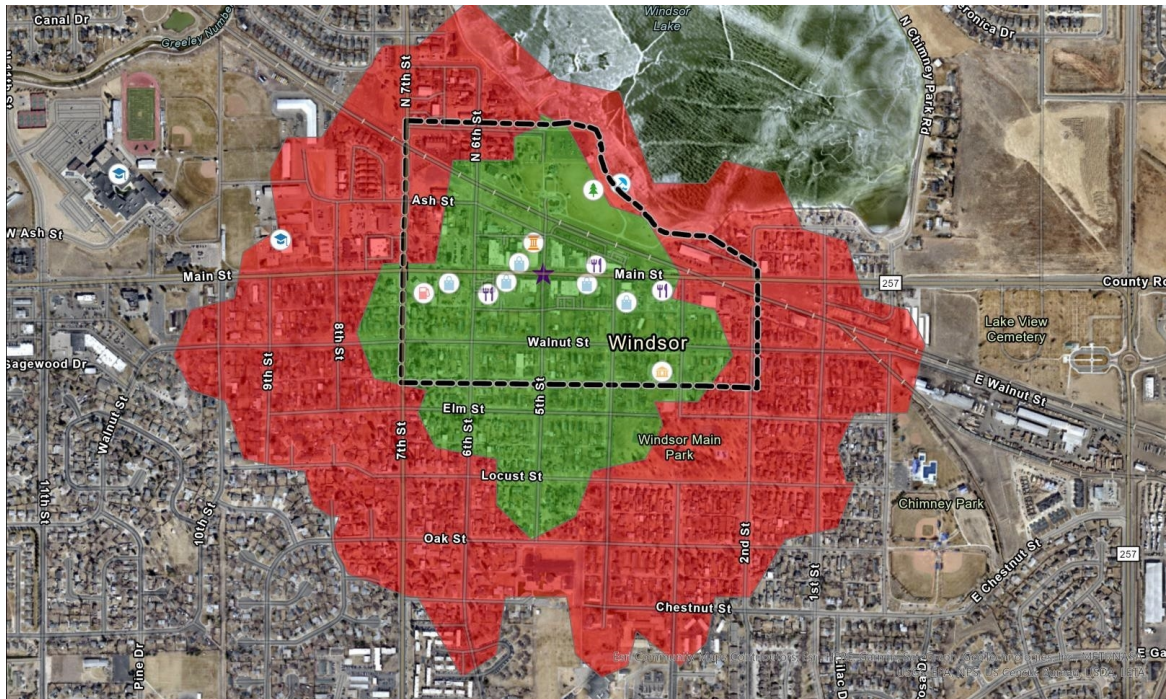


Downtown Parking Goals

- ✓ Update 2012 parking study with a larger survey area
- ✓ Conduct community meetings, surveys and interviews to engage business owners, community members and stakeholders
- ✓ Develop a two-, five- and ten-year parking outlook
- ✓ Research best practices for downtown parking management

- ☐ Recommend downtown parking strategies to increase accessibility
- ☐ Update the zoning code to match industry standards or hybrid
- ☐ Support multi-modal and complete streets initiatives via funding and wayfinding signage

Existing Parking Walksheds



Legend

Trip Generators

- Commercial
- Gas
- Government
- Green Space
- Museum
- Park
- Signal
- Education
- Restaurant

Parking Lots

- Private
- Public

Downtown Walkshed

- Five Minute Walk
- Ten Minute Walk

2020 Parking Study Boundary

-

Walkshed Intersection

-



0 0.1 0.2 0.4 Miles



Future Parking Supply vs. Demand

5 Year Projection





Existing Downtown Parking Code Summary

Land Use	Town Code Requirement (Downtown Zone)
Multifamily Residential	1 space (one bedroom) 2 spaces (two bedrooms)
Retail	2 spaces per 1,000 SF <20,000 SF
Restaurant	2 spaces per 1,000 SF <20,000 SF
Office	2 spaces per 1,000 SF < 20, 000 SF



Existing Downtown Parking Code Summary

- A change of use is not required to provide new or additional parking except when a residential use is converted to a non-residential use.
- Building additions under one thousand (1,000) square feet and/or the provision of outdoor seating are not required to provide new or additional parking.
- New buildings and additions to existing buildings of between one thousand one (1,001) and twenty thousand (20,000) square feet will require two (2) parking spaces per one thousand (1,000) square feet of new or additional floor area.



Study Consensus Strategies

- **Establish Parking Benefits District (Town Function)**
 - Direct new parking revenue to fund public improvements, shuttles, parking landscaping/lighting/amenities
- **Development Parking Fee**
 - Establish Fee-In-Lieu
 - New development can pay a fee-in-lieu at market rate into a parking bank, which will be used to develop new parking infrastructure
 - New development can get 'credit or expedited reviews' for providing additional public parking beyond current Town code

Future Parking Demand/ Requirements by Land Use



Multifamily Housing (Mid-Rise) (221)

Peak Period Parking Demand vs: Dwelling Units

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban (no nearby rail transit)

Peak Period of Parking Demand: 10:00 p.m. - 5:00 a.m.

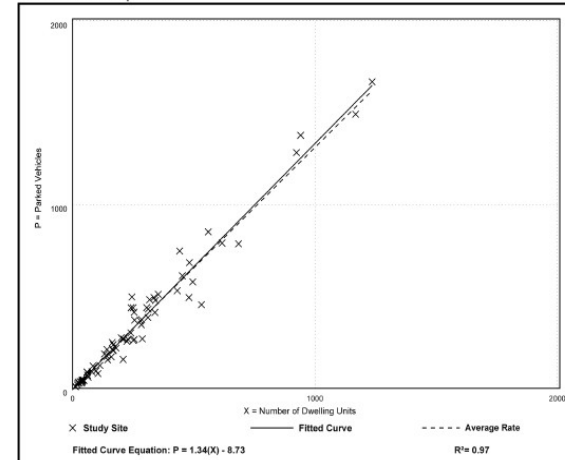
Number of Studies: 73

Avg. Num. of Dwelling Units: 261

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.31	0.75 - 2.03	1.13 / 1.47	1.26 - 1.36	0.22 (17%)

Data Plot and Equation





Future Parking Demand/ Requirements by Land Use

Downtown
Parking
Study

Land Use	ITE Parking Demand Estimates (weekday)	Town Code Requirement (Downtown Zone)
Multifamily Residential	1.25 spaces/ Unit	1 space (one bedroom) 2 spaces (two bedrooms)
Retail	2.5 spaces/ 1,000 SF	2 spaces per 1,000 SF <20,000 SF
Restaurant	10 spaces / 1,000 SF	2 spaces per 1,000 SF <20,000 SF
Office	2.5 spaces / 1,000 SF	2 spaces per 1,000 SF < 20, 000 SF



Future Parking Demand/ Requirements by Land Use

Downtown
Parking
Study

Land Use	ITE Parking Demand Estimates	Town Code Requirement (Downtown Zone)
Restaurant	10 spaces / 1,000 SF	2 spaces per 1,000 SF

- A change of use is not required to provide new or additional parking.
- Building additions under one thousand (1,000) square feet are not required to provide new or additional parking.



Neighboring Communities

Land Use	Fort Collins	Loveland	Greeley	Town of Windsor
Multifamily Residential	1.5 spaces (1 bedrooms) 1.75 spaces (2 bedrooms) 2 spaces (3 bedrooms)	1.5 spaces (one bedroom) 2 spaces (two bedrooms)	1.5 spaces (1 bedrooms) 1.75 spaces (2 bedrooms) 2 spaces (3 bedrooms)	1 space (one bedroom) 2 spaces (two bedrooms)
Retail	2 min – 4 max spaces per 1,000 SF	3 spaces per 1,000 SF	4 spaces per 1,000 SF	2 spaces per 1,000 SF <20,000 SF
Restaurant	7 min - 15 max spaces per 1,000 SF	5 spaces per 1,000 SF	10 spaces per 1,000 SF	2 spaces per 1,000 SF
Office	1 min – 3 max spaces per 1,000 SF	3 spaces per 1,000 SF	3 spaces per 1,000 SF	2 spaces per 1,000 SF < 20, 000 SF



Fee-in-Lieu Example - Existing Zoning Code

- **New 2,500SF Restaurant in Downtown**
 - Provides no new on-site parking
 - Town Code requires 5 new off-street spaces (2sp/1,000SF)

Option A:

- Pay fee-in-lieu of \$1X,000 per off-street surface parking space = \$XX,000

Option B:

- New restaurant provides an excess of 5 off-street spaces open to the public and is credited \$1X,000 per space or is provided expedited review times.



Fee-in-Lieu Example - ITE Recommended Code

- **New 2,500SF Restaurant in Downtown**
 - Provides no new on-site parking
 - Town Code *would* require **25** new off-street spaces

Option A:

- Pay fee-in-lieu of \$1X,000 per off-street surface parking space = \$3XX,000

Option B:

- New restaurant provides an excess of 25 off-street spaces open to the public and is credited \$1X,000 per space or is provided expedited review times.



Consensus Management Recommendations

Downtown
Parking
Study

- **Parking Regulations**

- Installing temporary or permanent resident parking only near Mill tavern
- Residential Permit Parking (primarily Walnut)
 - Evenings and weekends only
- Time Restricted Parking on Main Street
 - Evenings and weekends only

- **Education and Enforcement** of meters and permit parking

- Notices, Warnings, Graduated fines





Questions or Comments?

DOWNTOWN WINDSOR / PARKING ESTIMATION

CROSS-LINE REFERENCE FOR CENTER POINT / BEST PARKING LOCATION AND WALKABILITY





MEMORANDUM

Date: June 19, 2023
To: Mayor and Town Board
From: Scott Ballstadt, Planning Director
Re: Fee Waiver Request from Weld RE-4 School District - S. Ballstadt, Planning Director
Item #: B.3.

Background / Discussion:

The Town has received the attached letter from the Weld RE-4 School District (District) requesting that the Town waive "plan application" fees for the two new elementary schools in the Peakview and RainDance neighborhoods and the new middle school north of the Town's Public Services site.

The building and plan review fees are services that will be provided by SAFEbuilt, while the electrical, plumbing and construction meter will be reviewed and inspected by the State of Colorado per statutory requirements. The administrative fee is intended to cover the Town's administrative costs. Each of the Town's larger impact fees serve specific purposes based upon plans and methodologies that were prepared and adopted for each type of fee. Therefore, it is important to review the budget impact of each when considering such a request.

The District is still determining the actual cost of the projects so staff has prepared the following example estimated building permit fees for one of the two elementary schools using the latest information provided by the District and more exact figures will be calculated if more current information becomes available. Staff is proposing that the waivers that are ultimately approved should be applied similarly to the other two schools.

Below is an estimated project overview:

Raindance Elementary School

Total Initial Project Investment:

Lot Size	435,600 SF
Building Size	73,172 SF
Estimated Valuation	\$33,517,000

Financial Impact:

Total Estimated Fees without waivers	\$936,015.33
Total of Estimated Town, SAFEbuilt & WSFR waivers	\$215,387.95
Total Estimated Fees after waivers	\$720,627.38

Below is a breakdown of the preliminary estimated building permit fees for the Raindance Elementary School. Additionally, the estimated fees include a 3-inch water tap as proposed by the District; however, if it is determined that a 1½-inch tap will suffice (similar to existing schools), that change would result in an additional \$99,395 in savings on the Water Plant Investment Fee and \$45,170 in savings on the Sewer Plant Investment Fee.

Raindance Elementary School Estimated Fees		
Building Permit Fees	Amount Due	Detail
Building	\$108,037.30	68% of this fee is normally passed through to SAFEbuilt as payment for performing inspections and 32% retained by the Town
Electrical	TBD	N/A – State of Colorado performs electrical reviews and inspections on schools
Construction Meter	TBD	N/A – State of Colorado performs electrical reviews and inspections on schools
Plan Review Fee	\$70,224.50	68% of this fee is normally passed through to SAFEbuilt as payment for performing plan review and 32% retained by the Town
Administrative Fee	\$27,009.33	Fee waiver does not require backfill
Raw Water	\$136,080.00	Fee cannot be waived without backfilling fund
Water Plant Investment	\$137,212.00	Fee cannot be waived without backfilling fund. Fee reflects a 3-inch tap as requested by the District (this fee would be \$37,817 if 1½-inch tap were requested).
Sewer Plant Investment	\$62,356.00	Fee cannot be waived without backfilling fund. Fee reflects a 3-inch tap as requested by the District (this fee would be \$17,186 if 1½-inch tap were requested).
Drainage Fee	\$36,013.00	Fee cannot be waived without backfilling fund
Water Meter & Yoke	TBD	School district has requested a 3-inch tap versus 1½-inch which has been used at other elementary schools
Fire District Impact Fee	\$25,610.20	WSFR waives impact fee for schools
Fire District Fee	\$167,885.00	WSFR requires general fee to be paid at reduced rate \$24,760 based on estimated \$8.7M project valuation
Road Impact Fee	\$165,588.00	Fee cannot be waived without backfilling fund
Total Building Permit Fees	\$936,015.33	Does not include water meter & yoke

Example Comparison to Windsor-Severance Fire Rescue Station No. 4

The Town worked with Windsor-Severance Fire Rescue (WSFR) regarding fees for Station No. 4 at 1350 New Liberty Road; however, it is difficult to provide an “apples-to-apples” comparison to the school projects due to site differences and other negotiations. WSFR was in the early stages of due diligence on Station No. 4 around the same time that the Town was pulling building permits for the Public Services campus, so the Town and WSFR each waived some of the respective fees to offset similar fees for each project.

At that time in 2016, the Town was also in the process of negotiating a new agreement with SAFEbuilt and was able to secure for WSFR Station No. 4 a SAFEbuilt waiver of 50% of the building and plan review fees normally retained by SAFEbuilt. The Town has since negotiated a

much more favorable term with SAFEbuilt, thus narrowing their profit margin and ability to waive fees.

Additionally, Station No. 4 is located on property that was not planned for sanitary sewer service as it is surrounded by homes that were largely developed 20+ years ago on individual septic systems. Due to the existing surrounding development and lack of sewer infrastructure, Station No. 4 was allowed to utilize a septic system which also eliminated sewer plant investment fees.

Lastly, the below fees which are provided for comparison are 2021/2022 fees and don't reflect changes in water costs and other increases.

Windsor-Severance Fire Rescue Station No. 4 Fees		
Building Permit Fees	Amount Due	Detail
Building	\$21,950.96	SAFEbuilt waived ½ fees \$10,975.48
Electrical	\$3,392.50	SAFEbuilt waived ½ fees \$1,696.25
Construction Meter	\$0.00	
Plan Review Fee	\$14,268.12	SAFEbuilt waived ½ fees \$7,134.06
Administrative Fee	\$14,463.06	Town waived 100% of administrative fee
Raw Water	\$79,288.00	Fee not waived due to need to backfill fund
Water Plant Investment	\$35,908	Fee not waived due to need to backfill fund
Sewer Plant Investment	N/A	WSFR Station No. 4 is on septic system
Drainage Fee	\$9,004.80	Fee not waived due to need to backfill fund
Water Meter & Yoke	\$7,899.83	Fee not waived due to need to backfill fund
Fire District Impact Fee	N/A	
Fire District Fee	N/A	
Road Impact Fee	\$51,842.94	Fee not waived due to need to backfill fund
Total Building Permit Fees	\$238,018.21	

Land Use Application Fees

While we don't yet have figures related to the middle school, that project will include all of the same aforementioned fees as the elementary schools, only with higher figures based upon the scope and projected valuation of the project. The middle school will also be part of land use applications such as master plan, major subdivision and conditional use applications with associated fees; however, these applications will also partially benefit the Town's new Police Department and parks facilities on the property.

All of the following land use application fees are eligible to be waived without the need to backfill a fund.

Land Use Application Fees		Although several of the following land use applications are in process, staff has not collected any of the land use fees to date in anticipation of Town Board direction.
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Major Site Plan	\$1,761 each	A site plan for each school – 3 total
The following only apply to the PD/Middle School site:		
Conditional Use Permit	\$621	
Master Plan	\$870	
Major Subdivision (Pre/Final)	\$3,261	

Financial Impact:

The \$215,387.95 waived building permit fees includes waivers by SAFEbuilt and WSFR as well as the Town. Waivers include fees to cover the Town's administrative costs as well as the portion of building and plan review fees the Town normally retains. In addition to the building permit fees, staff is also recommending the various land use application fees be waived for an additional \$10,035 in savings to the school district.

Relationship to Strategic Plan:

Fiscal Responsibility - Windsor is committed to sound fiscal management and transparency in all decision making. We plan for future generations through adequate allocation of resources that will allow for operations and maintenance of our facilities and land. We consistently evaluate our resources to maintain a healthy balance of programs and services.

Recommendation:

This item has been scheduled to discuss the request from the District and potential related budget impacts. Several fees go to outside agencies and are outside the Town's purview as follows:

- To reinforce their commitment as a community partner and to assist the school district, SAFEbuilt has agreed to accept 50% of their fees rather than the 65% specified in their agreement with the Town.
- Electrical plan review and inspection is required to go through the State of Colorado, so those fees are unknown.
- WSFR will forego their impact fee and will assess a reduced fee for schools and the Town simply passes those fees through to WSFR.

Staff recommendations regarding each of the Town's fees are outlined in the below table. It is important to note that the below fees are only estimates based upon information available to date and this reflects just one of the two elementary schools as an example. Identical requests for the Peakview Elementary School and Middle School will require the same consideration. Information regarding the middle school has yet to be submitted and will undoubtedly involve much larger fees when those are calculated.

Raindance Elementary School Fee Waivers and Recommendations		
Building Permit Fees	Amount Due	Detail
Building	\$54,018.65	This recommended fee reflects the Town waiving its portion of the building permit fee and SAFEbuilt has agreed to collect 50% rather than 68%, resulting in 50% waiver
Electrical	TBD	N/A – State of Colorado performs electrical

		reviews and inspections on schools
Construction Meter	TBD	N/A – State of Colorado performs electrical reviews and inspections on schools
Plan Review Fee	\$35,112.13	This recommended fee reflects the Town waiving its portion of the building permit fee and SAFEbuilt has agreed to collect 50% rather than 68%, resulting in 50% waiver
Administrative Fee	\$0	Recommend Town Waive 100%
Raw Water	\$136,080.00	Recommend do not waive
Water Plant Investment	\$137,212.00	Fee cannot be waived without backfilling fund. Fee reflects a 3-inch tap as requested by the District (this fee would be \$37,817 if 1½-inch tap were requested).
Sewer Plant Investment	\$62,356.00	Fee cannot be waived without backfilling fund. Fee reflects a 3-inch tap as requested by the District (this fee would be \$17,186 if 1½-inch tap were requested).
Drainage Fee	\$36,013.00	Recommend do not waive
Water Meter & Yoke	TBD	School district has requested a 3-inch tap versus 1½-inch which has been used at other elementary schools
Fire District Impact Fee	\$0	WSFR waives impact fee for schools
Fire District Fee	\$94,247.00	WSFR requires schools to pay general fee at reduced rate of \$24,760 based on estimated \$8.7M project valuation
Road Impact Fee	\$165,588.00	Recommend do not waive
Total Estimated Building Permit Fees	\$720,627.38	Does not include water meter & yoke

CC:

Ms. Michelle Scallon, Superintendent of Schools
Mr. Michael McCullar, Chief Operations Officer

Attachments:

1. RE4 Fee Waiver Request Letter



inspiring INNOVATION
empowering SUCCESS

March 8, 2023

Mr. Shane Hale, Town Manager
Town of Windsor
301 Walnut Street
Windsor, CO 80550

Dear Mr. Hale,

I am writing to request a waiver for plan application fees for the District's upcoming projects in the Town of Windsor. The middle school off of CR15 and elementary schools within the Peakview and RainDance neighborhoods will have a positive impact on the community and contribute to the growth of our town. The economic impact we foresee will be additional jobs and families to the area which will help support local infrastructure. In addition, the District is committed to using as many local businesses as possible throughout the construction process.

I respectfully request that the town waive the plan application fees in order to invest more money into our community schools. I understand that the town has guidelines and policies regarding fee waivers, and I am prepared to provide any necessary documentation or information to support my request. I appreciate the opportunity to contribute to the town's development.

Thank you for your time and consideration. Please let me know if there is any additional information I can provide to support my request.

Sincerely,


Michelle Scallon



MEMORANDUM

Date: June 19, 2023
To: Mayor and Town Board
From:
Re: Future Meetings Agenda
Item #: B.4.

Background / Discussion:

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:

1. 2023 Future Meetings Agenda



FUTURE TOWN BOARD MEETINGS

June 26, 2023 5:30 p.m.	Town Board Work Session CANCELED FOR CML
June 26, 2023 7:00 p.m.	Town Board Regular Meeting CANCELED FOR CML
July 3, 2023 5:30 p.m.	Town Board Work Session Canceled – July 4 th Holiday
July 10, 2023 5:30 p.m.	Town Board Work Session Board/Manager/Attorney Monthly Meeting Fiber Update Noise Enforcement Review
July 10, 2023 7:00 p.m.	Town Board Regular Meeting
July 17, 2023 5:30 p.m.	Town Board Work Session Meet the Board – New Employees DDA Presentation
July 24, 2023 5:30 p.m.	Town Board Work Session Redistricting Discussion
July 24, 2023 7:00 p.m.	Town Board Regular Meeting
July 31, 2023	Canceled – 5 th Monday
August 7, 2023 5:30 p.m.	Town Board Work Session Budget: Revenue Projections
August 14, 2023 5:30 p.m.	Town Board Work Session
August 14, 2023 7:00 p.m.	Town Board Regular Meeting Board/Manager/Attorney Monthly Meeting
August 21, 2023 5:30 p.m.	Town Board Work Session
August 28, 2023 5:30 p.m.	Town Board Work Session
August 28, 2023 7:00 p.m.	Town Board Regular Meeting

September 4, 2023	Canceled – Labor Day Holiday
September 11, 2023 5:30 p.m.	Town Board Work Session
September 11, 2023 7:00 p.m.	Town Board Regular Meeting
September 18, 2023 5:30 p.m.	Town Board Work Session (Public Services Campus) Budget: Capital Improvement Plan
September 25, 2023 5:30 p.m.	Town Board Work Session
September 25, 2023 7:00 p.m.	Town Board Regular Meeting

Future Work Session Topics

- DDA Entertainment District
- Telecom Code (Pending FCC Rules)
- Weld RE-4 School Land Dedication/Cash in lieu of Land Update
- Smart Meter Project (Brian)
- Utility Rates and Fees (October 9th)
- Operating Budget (Saturday, October 14th)
- Follow-up Budget Questions (November 13th)



MEMORANDUM

Date: June 19, 2023
To: Mayor and Town Board
From: Kim Emil, Interim Town Attorney
Re: Resolution No. 2023-28 A Resolution Appointing the Town Attorney and Approving the Employment Agreement - K. Emil, Deputy Town Attorney
Item #: C.1.

Background / Discussion:

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:

1. 6.13.23 RESOLUTION Appointing Money as Town Attorney
2. 6.13.23 Employment Agreement.Town Attorney.Money.v6

TOWN OF WINDSOR, COLORADO

RESOLUTION NO. 2023 - 28

A RESOLUTION PURSUANT TO SECTION 9.1 (A) OF THE WINDSOR HOME RULE CHARTER APPOINTING AND APPROVING THE TERMS OF REPRESENTATION BETWEEN THE TOWN OF WINDSOR AND NEW TOWN ATTORNEY DANIEL MONEY

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

WHEREAS, the Town’s Home Rule Charter Section 9.1 provides for the appointment of the Town Attorney to serve as general legal counsel to the Town; and

WHEREAS, Daniel Money (“Money”) has been selected to serve as the Town Attorney pursuant to the Town Board’s selection process; and

WHEREAS, the Town and Money have negotiated terms of employment and memorialized these terms in the attached Town of Windsor, Colorado Town Attorney Employment Agreement (“Town Attorney Employment Agreement”); and

WHEREAS, the Town Board has reviewed the Town Agreement and finds its approval to be in the best interests of the Town; and

WHEREAS, the Town Board wishes to formally appoint Daniel Money as its Town Attorney, under the terms and conditions set forth in the Agreement.

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

Section 1. Daniel Money is hereby appointed to serve as Town Attorney for the Town of Windsor, subject to and in accordance with the Windsor Home Rule Charter and the Colorado Code of Professional Conduct.

Section 2. The Town Attorney Employment Agreement is hereby approved.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 19th day of June, 2023, upon a vote of _____ in favor and _____ opposed.

TOWN OF WINDSOR, COLORADO

By: _____
Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

**TOWN OF WINDSOR, COLORADO
TOWN ATTORNEY EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (this “Agreement”), effective June 19, 2023, is made by and between the Mayor and the Town Board of the Town of Windsor, Colorado (the “Town Board”), and Daniel Money (“Money”) as follows:

RECITALS

- A. Pursuant to Article IX, Paragraph 9.1 of the Home Rule Charter of the Town of Windsor, and §31-4-208, C.R.S., as amended, the Town Board is expressly authorized to employ a Town Attorney; and
- B. The Town Board desires to employ Money as the Windsor Town Attorney, and Money desires to accept employment as the Windsor Town Attorney, pursuant to this Agreement.

NOW, THEREFORE, for the consideration set forth in this Agreement, the Town Board and Money agree as follows:

AGREEMENT

1. **TERM:** The Town Board hereby employs Money in the position of Windsor Town Attorney commencing on July 17, 2023, or such earlier date as the Town Board and Money may agree upon, and continuing thereafter until such time as his employment is terminated according to the provisions of this Agreement. This Agreement creates an at-will employment relationship, terminable at any time by either party, with or without cause or notice, subject to the provisions of this Agreement. To the extent that this Agreement differs from the Town of Windsor’s personnel policies and procedures, this Agreement controls.
2. **DUTIES:** As the Windsor Town Attorney, Money shall report directly to the Mayor and the Town Board and shall have the job responsibilities and duties attendant to that position as set forth in the Windsor Town Attorney Job Description, as it may be hereafter amended by the Town Board in its sole and absolute discretion from time to time, and such other job responsibilities and duties as may be assigned by the Mayor and/or the Town Board from time to time, subject to applicable laws, and subject to the Colorado Rules of Professional Conduct and other rules applicable to licensed attorneys in Colorado. The Town of Windsor shall be Money’s only client and he shall not accept employment to provide legal services to any other person or entity during the Term of this Agreement.
3. **COMPENSATION:** As compensation for the performance of the duties associated with this position of Windsor Town Attorney, Money shall be paid an annual salary in the amount of Two Hundred Five Thousand Dollars (\$205,000.00). Money’s annual salary

shall be pro-rated monthly and paid to Money by the Town Board at the same time and frequency as other employees of the Town of Windsor are paid. Any failure to appropriate funds sufficient to pay Money's annual salary in any given year of employment shall be deemed as a termination of this Agreement without cause.

In addition to the annual salary set forth herein, the Town Board agrees to reimburse Money all expenses reasonably related to relocation he incurs in connection with moving his primary residence to Northern Colorado, up to a maximum of Ten Thousand dollars (\$10,000.00), and provided the relocation is complete no later than 13 months from Money's first date of employment with Windsor. It is encouraged and highly recommended that such residency be within the municipal boundaries of Windsor. All relocation expenses must be substantiated with receipts, invoices, or other documentation acceptable to the Town. The Town will pay the Relocation Reimbursement upon Money's submission of invoices or receipts for the relocation expenses.

4. ANNUAL PERFORMANCE AND COMPENSATION EVALUATION. In accordance with Section 9.1.F of the Town's Home Rule Charter, Money shall be given an annual performance evaluation. Nothing herein shall be construed to alter the absolute authority of the Town Board to remove Money as provided in Section 9.1 of the Town's Home Rule Charter. Prior to December 31, of each year, the Town Board agrees to consider an increase in Money's compensation effective January 1, of each following year, with the annual Town Attorney review completed in October or November each year. Based upon the annual review, and subject to the results of such annual review, the Town Board, at its discretion, may renew the Agreement for another calendar year. This Agreement may be renewed, modified and extended upon such terms as may be later agreed and as shall be expressly approved by resolution adopted upon a majority vote of all Town Board Members then in office.

5. PRE-EMPLOYMENT DRUG SCREENING: Money agrees that this Agreement is contingent upon Money having met the requirements of the Town of Windsor Personnel Handbook, including satisfactory physical examination and a negative test result from a pre-employment drug screening, both at the expense of the Town of Windsor, as well as comprehensive background and reference checks acceptable to the Town Board.

6. HOURS OF WORK, VACATION, SICK LEAVE, AND HOLIDAYS:

A. On the commencement date of this Agreement, Money shall be immediately credited with and be eligible to use forty (40) hours of vacation and forty (40) hours of sick leave. Commencing on July 17, 2023, and thereafter, Money shall accrue vacation and sick leave at the rates set forth in the Town of Windsor's policies and procedures at the rate of an employee who has already been with the Town for a total of five (5) years. Money shall be entitled to the same official paid holidays and personal days applicable to other employees of the Town of Windsor.

B. The parties recognize that Money must devote considerable time outside of normal office or business hours to complete his duties as Windsor Town Attorney. Money shall not be entitled to receive overtime pay, and the Town Board designates Money as an “exempt” employee under federal and state law. Money may schedule his office hours, work time, and vacation time as he deems appropriate, in consultation with the Mayor and/or the Town Board.

7. BENEFITS AND RETIREMENT PLAN:

A. Money shall be eligible to receive the same insurance and other benefits as are provided to all other full-time regular (non-law enforcement) employees of the Town of Windsor.

B. Money shall be entitled to participate in the 401(a)-retirement plan, and any other retirement plan or pension plan that is available to other full-time regular (non-law enforcement) employees of the Town of Windsor, and the Town Board shall match Money’s contributions in the same manner and in the same amount as is done for other full-time regular (non-law enforcement) employees of the Town of Windsor.

8. MEMBERSHIP DUES AND PROFESSIONAL DEVELOPMENT:

The Town Board shall pay the Town Attorney’s office’s memberships and participation in state and local legal and other professional organizations including, by way of example, the Colorado Municipal League Attorneys Section and similar legal organizations related to municipal government, the Colorado Bar Association and its sections, local bar associations, and civic organizations. The Town Board shall pay for Town Attorney’s office’s reasonable continuing education and training expenses, and all fees necessary for the Town Attorney’s office to maintain their license to practice law in the Colorado State Courts and the Federal Courts. The Town Board shall pay for such professional and legal research subscriptions and software as Money may reasonably determine are beneficial to the operation of the Town Attorney’s Office and to further the Town Attorney and respective Town Attorney employees’ professional development.

9. **INDEMNIFICATION:** The Town Board acknowledges that Money will not maintain legal malpractice insurance or errors and omissions insurance. The Town Board shall indemnify Money and hold him harmless from and against any claims, demands, suits, damages, judgments, costs, attorney’s fees and other liabilities whatsoever, arising out of or resulting from any actions taken by Money pursuant to this Agreement. The Town Board’s duty to indemnify shall survive the expiration or termination of this Agreement.

10. **TECHNOLOGY ALLOWANCE:** Cell Phone – The Town Board agrees to provide a Town issued cell phone at Town expense.

11. TERMINATION AND RESIGNATION:

A. Money shall be an “At Will Employee” of the Town of Windsor, as that status is defined under Colorado law. As such, Money’s employment with the Town of Windsor may be terminated at any time and under any circumstance, with or without cause.

B. In the event the Town Board desires to terminate this Agreement and terminate Money’s employment without cause, the Town Board shall pay Money a lump sum payment equivalent to six (6) months of compensation and benefits that he was receiving at the time of such termination. Compensation and benefits shall include, without limitation, Money’s salary plus the employer’s contribution to employment taxes, retirement plans, and insurance premiums. The Town shall provide Money no less than thirty (30) calendar days’ written notice in advance of such termination.

C. In the event Money terminates this Agreement by voluntarily resigning his position, Money shall give the Town no less than sixty (60) calendar days’ written notice in advance. Or, in the event this Agreement is terminated by the Town Board for “just cause,” the termination may, at the terminating party’s discretion, occur immediately, or on a mutually-agreed upon date, and, upon termination, Money will receive no further compensation or benefits, except as required by state law, federal law, or the Town of Windsor personnel policies and procedures, unless otherwise mutually agreed upon. The Town Board may only terminate this Agreement for “just cause” under any one of the following circumstances:

- i Conviction of Money of any crime or offense that is classified as a felony under Colorado law, or of any crime or offense that involves fraud, theft, misuse of public property, embarrassment to the Town, or moral turpitude;
- ii. Violation by Money of any written policy of the Town Board that results in an award of damages against the Town of Windsor;
- iii. Violation by Money of any lawful official order of, or failure to obey any lawful direction made and given by, the Town Board, where such order or direction does not require Money to violate The Colorado Rules of Professional Conduct or other rules applicable to licensed attorneys in Colorado, and such violation or failure to obey amounts to an act of insubordination or a serious breach of proper discipline, or has resulted or reasonably might be expected to result in a loss or injury to the Town of Windsor;
- iv. Failure by Money to maintain, in good standing, his license to practice law in the State of Colorado.

D. Should the Town Board determine that termination for “just cause” is appropriate for one of the reasons set forth above, Money shall be provided a minimum of seven (7) day’s prior written notice of the meeting at which the Town Board will consider such termination and the basis therefore, and Money shall be given an opportunity to respond to the Town Board at a regular meeting of the Town Board, which meeting may be conducted in executive session at Money’s discretion, pursuant to the provisions of the Colorado Open

Meetings Law. At the Town Board's discretion, Money may be placed on administrative leave with pay after having provided Money with the written notice and pending the conclusion of such meeting between the Town Board and Money. At such meeting, the Town Board may proceed to terminate this Agreement for "just cause" by setting forth the basis for termination in writing, or the Town Board may terminate Money "without cause" pursuant to Section 11.B above, or Money may be returned to employment, or Money may resign, or the parties may reach an alternative agreement regarding Money's employment status.

12. MISCELLANEOUS:

A. This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

B. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in effect, providing for the intent of the parties as much as possible notwithstanding the removal of the invalid provision, unless otherwise terminated in accordance with the terms contained herein.

C. Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any provision in the future, unless waiver has rendered future performance impossible.

D. The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the District Court of Weld County, Colorado.

E. Each party represents and warrants that it has the power and ability to enter into this Agreement, and to grant the rights granted herein, and to perform the duties and obligations herein described.

F. This Agreement may be signed in counterparts which may be digitized and merged into one document, and facsimile signatures shall be considered as original signatures.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused their names to be affixed hereto.

TOWN BOARD
WINDSOR, COLORADO

By: Paul Rennemeyer, Mayor

Date

ATTEST:

By: _____
Karen Frawley, Town Clerk

Daniel L. Money
Daniel L. Money (Jun 13, 2023 22:31 MDT)

By: DANIEL MONEY

06/13/2023
Date