



TOWN BOARD REGULAR MEETING

January 13, 2020 - 7:00 PM

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
4. Proclamation
 - School Choice Week
5. Board Liaison Reports
 - Town Board Member Baker - Tree Board, Historic Preservation Commission
 - Town Board Member Wilson - Parks, Recreation and Culture Advisory Board; Poudre River Trail Corridor
 - Mayor Pro Tem Bennett - Water and 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
6. Public Invited to be Heard

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

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

B. CONSENT CALENDAR

1. Minutes of the November 25, 2019 Regular Town Board Meeting - K. Eucker
2. Youth Advisory Board Appointments - K. Eucker
3. Resolution No. 2020-02 - A Resolution Accepting a Permanent Public Utility Easement for Harmony Gardens Annexation - D. Blair

C. BOARD ACTION

1. Ordinance No. 2019-1599 - An Ordinance Fixing the Compensation of the Municipal Court Judge and Municipal Court Clerk for the Town of Windsor in Compliance with Sections 13-10-107 and 13-10-108, C.R.S., and Section 2-4-90 of the Windsor Municipal Code
 - Second Reading

- Legislative Action
 - Staff presentation: Kimberly A. Emil, Assistant Town Attorney
2. Ordinance No. 2019-1600 - An Ordinance Repealing, Amending and Readopting Portions of Article III of Chapter 13 of the Windsor Municipal Code With Respect to Stormwater Basin Fees Imposed by the Town's Stormwater Drainage Utility Enterprise
 - Second Reading
 - Legislative Action
 - Staff presentation: Jessica Humphries, Administrative Services Director
 3. Resolution No. 2020-01 - A Resolution Approving a Purchase Agreement by, Between and Among the Town of Windsor, Town of Severance, Town of Eaton, Fort Collins-Loveland Water District and SPABS, LLC, for the Sale and Acquisition of Real Property
 - Legislative action
 - Staff presentation: Ian D. McCargar, Town Attorney
 4. Finance Report November 2019
 - Staff Presentation: Dean Moyer, Director of Finance

D. COMMUNICATIONS

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

E. EXECUTIVE SESSION

1. An executive session pursuant to C.R.S. § 24-6-402 (4) (b) to confer with the Town Attorney for the purpose of receiving legal advice on specific legal questions concerning NISP Phase 1 Asset Acquisition Agreement (Ian D. McCargar)
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 to NISP Phase 1 Asset Acquisition Agreement (Ian D. McCargar)

F. 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: January 13, 2020
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From: Krystal Eucker, Town Clerk
Re: School Choice Week Proclamation
Item #: 4. •

ATTACHMENTS:

- ▢ School Choice Week Proclamation



PROCLAMATION

School Choice Week
January 26 – February 1, 2020

WHEREAS all children in Windsor should have access to the highest-quality education possible; and,

WHEREAS Windsor recognizes the important role that an effective education plays in preparing all students in Windsor to be successful adults; and,

WHEREAS quality education is critically important to the economic vitality of Windsor; and,

WHEREAS Windsor is home to a multitude of excellent education options from which parents can choose for their children; and,

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS our area has many high-quality teaching professionals who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, Kristie Melendez, Mayor of Windsor, Colorado hereby recognize January 26 – February 1, 2020 as **WINDSOR SCHOOL CHOICE WEEK** and I call this observance to the attention of all of our citizens.

Dated this 13th Day of January, 2020.

Kristie Melendez, Mayor



MEMORANDUM

Date: January 13, 2020
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From: Krystal Eucker, Town Clerk
Re: November 25, 2019 Regular Meeting Minutes
Item #: B.1.

ATTACHMENTS:

- ▢ November 25, 2019 Regular Meeting Minutes



TOWN BOARD REGULAR MEETING
November 25, 2019 - 7:00 PM
Town Board Chambers, 301 Walnut Street, Windsor, CO 80550

MINUTES

A. CALL TO ORDER

Mayor Melendez called the meeting to order at 7:07 p.m.

1. Roll call

Mayor Kristie Melendez
Mayor Pro Tem Ken Bennett
Myles Baker
Barry Wilson
Paul Rennemeyer
Tom Jones - ABSENT
David Sislowksi

Also Present:

Shane Hale, Town Manager
Kim Emil, Assistant Town Attorney
Rick Klimek, Chief of Police
Scott Ballstadt, Director of Planning
John Thornhill, Community Development Director
Stacy Miller, Director of Economic Development
Krystal Eucker, Town Clerk

2. Pledge of Allegiance

Town Board Member Sislowksi led the pledge of allegiance.

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

Town Board Member Sislowksi moved to to approve the agenda as modified by removing executive sessions E.1 and E.2 as well as the Board Liaison reports, Town Board Member Rennemeyer seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Melendez, Rennemeyer, Sislowksi, Wilson; Motion Passed.

4. Proclamation

- 2019 Small Business Saturday Proclamation

Mayor Melendez read the Small Business Proclamation.

5. Board Liaison Reports

- Town Board Member Baker - Tree Board, Historic Preservation Commission
Removed from agenda.
- Town Board Member Wilson - Parks, Recreation and Culture Advisory Board; Poudre River Trail Corridor
Removed from agenda.

- Mayor Pro Tem Bennett - Water and Sewer Board
Removed from agenda.
- Town Board Member Rennemeyer - Chamber of Commerce
Removed from agenda.
- Town Board Member Jones - Windsor Housing Authority; Great Western Trail Authority
Removed from agenda.
- Town Board Member Sislowksi - Clearview Library Board; Planning Commission
Removed from agenda.
- Mayor Melendez - Downtown Development Authority; North Front Range/MPO
Removed from agenda.

6. Public Invited to be Heard

Mayor Melendez opened the meeting up for public comment.

Ryan Seastrom with the Colorado Oil and Gas Association, introduced himself to the Board as a Community Outreach Coordinator with the Association and his role is to serve as a liaison between the membership of about 300 companies and local governments.

B. **CONSENT CALENDAR**

1. Minutes of the September 11, 2019 Special Town Board Meeting, Minutes of the November 4, 2019 Special Town Board Meeting, Minutes of the November 18, 2109 Special Town Board Meeting and Minutes of the October 28, 2019 Regular Town Board Meeting - K. Eucker
2. Resolution No. 2019-72 - A Resolution Approving and Accepting Deeds of Dedication of Rights of Way and Permanent Trail and Open Space Easements Regarding a Portion of the Windsor No. 2 Ditch Trail and SH 392 Roadway Improvements Projects - K. Emil
3. Resolution No. 2019-73 - A Resolution Approving and Ratifying the Clearview Library District's Interview Committee Selections Filling Library Board Vacancies Pursuant to Section 4 of the District's Bylaws - I. McCargar
4. Resolution No. 2019-74 - A Resolution of the Windsor Town Board Approving the De-Accession of Items from the Windsor Museum Collection - E. Lucas
5. Resolution No. 2019-75 - A Resolution of the Windsor Town Board Approving the Accessioning of Items to the Town of Windsor Museum Collection - E. Lucas
6. Resolution No. 2019-76 - A Resolution Approving Submission of an Application by the Town of Windsor for Energy and Mineral Assistance Grants from the Colorado Department of Local Affairs for the Backlots Alley Improvement Program - S. Hale
7. Resolution No. 2019-77 - A Resolution Approving an Agreement for Extension of Time Between the Town of Windsor and Great Western Industrial Park Ownership Entities With Respect to the Completion of a Secondary Access Road Serving the Great Western Industrial Park - I. McCargar

8. Resolution No. 2019-78 - A Resolution Pursuant to Section 9.1 (A) of the Windsor Home Rule Charter Reaffirming the Appointment of and Amending the Terms of Representation Between the Town of Windsor and Town Attorney Ian D. McCargar - I. McCargar
9. Resolution No. 2019-79 - A Resolution Reaffirming the Appointment of Shane Hale as Windsor Town Manager and Amending the Terms and Conditions of his Employment - I. McCargar
10. Report of Bills October 2019 - D. Moyer

Town Board Member Rennemeyer moved to approve the consent calendar as presented, Town Board Member Baker seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Melendez, Rennemeyer, Sislowski, Wilson; Motion Passed.

C. BOARD ACTION

1. Outside Agency Funding Request - Skyview School of STEM

Per Mr. Hale, on October 24, 2019, Teri Romshek with Skyview School of STEM submitted the attached short form grant application requesting \$1,000 from the 2019 outside agency funding budget to assist in support of the 5th grade class attending the AmeriTowne class. The Ameritowne class is a full day experience that teaches personal financial literacy standards to 4th, 5th and 6th graders in a fun, hands-on way. The lessons learned would be used in creating a small scale "Skyview Ameritowne" that will be used at the school for years to come.

The 5th graders did attend Ameritowne on November 6, 2019. Funds from the school's fundraising account was used to send the class. This request would be a reimbursement back to the school.

The 2019 outside agency fund had a beginning balance of \$101,903 with \$20,866.98 spent to date, leaving \$81,036.02 remaining for 2019.

Town Board Member Rennemeyer moved to approve the outside agency funding request for Skyview School of STEM, Mayor Pro Tem Bennett seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Melendez, Rennemeyer, Sislowski, Wilson; Motion Passed.

2. Ordinance No. 2019-1597 - An Ordinance Pursuant to Section 3.1 of the Town of Windsor Home Rule Charter Approving a Revision to the Boundries of Municipal Election Districts within the Town of Windsor, Colorado

Per Mr. McCargar, before the Board is an ordinance on second reading. At least 180 days before a biennial election, the Town Clerk is to determine if the number of registered electors in the district containing the lowest number of registered electors is less than eighty-five (85) percent of the number of registered electors in the District containing the highest number.

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

Town Board Member Rennemeyer moved to approve Ordinance 2019-1597, Town Board Member Wilson seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Melendez, Rennemeyer, Sislowski, Wilson; Motion Passed.

3. Ordinance No. 2019 -1598 – An Ordinance Repealing Subsection (b) of Section 10-11-20 of the Windsor Municipal Code Concerning the Public Consumption of Alcohol within the Public Parks in the Town of Windsor

Per Mr. Lucas, this is the second reading of the proposed elimination of the sunset ordinance. First reading occurred on October 28, 2019 and no modifications have been made.

On November 26, 2018, the Town Board passed ordinance No. 2018 - 1575 which addressed public consumption of alcohol within the Town and public parks. This occurred due to amendments to the Colorado Revised Statutes which eliminated 3.2% alcohol beverages as a licensed classification and the availability of 3.2 beer.

The aforementioned ordinance, permits beer and wine in all parks with the exception of Chimney Park unless authorized by a special event license or other local licensing authority.

The Ordinance included a sunset clause of one (1) year. The intent of the sunset clause was to force a review of the policy and enable staff and Town Board to make changes if needed based upon any issues that may arise. There have been no major impacts know from the Police Department or the Parks, Recreation and Culture Department.

Staff recommends removing the sunset clause from this ordinance.

Town Board Member Rennemeyer moved to approve Ordinance 2019-1598, Town Board Member Wilson seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Melendez, Rennemeyer, Sislowksi, Wilson; Motion Passed.

4. Public Hearing - Conditional Use Grant (CUG) for a Public Utility Installation Including Transmission Lines and Substation - Thornton Farm 24 Property (Avery Substation) - Nicole Korbe, Public Service Company of Colorado, Applicant; and Jennifer Chester, Tetra Tech, Applicant's Representative

Town Board Member Rennemeyer moved to open the public hearing, Mayor Pro Tem Bennett seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Melendez, Rennemeyer, Sislowksi, Wilson; Motion Passed.

Mr. Sislowksi stated, "Madam Mayor, in my capacity as the Town Board liaison for the Planning Commission I was present at the Commission meeting during which this matter was previously presented. I wish to state that my participation in the Planning Commission proceedings has in no way influenced me in my capacity as a Town Board Member this evening. I will make my decision and cast my vote this evening based solely on the evidence presented during this public hearing."

Per Ms. Malone, the item before the Board is a Conditional Use Grant for the property of Thornton Farm 24. This Conditional Use Grant is for public utility installation including transmission lines and a substation. This application was reviewed in accordance sections 16-7 of the Municipal Code regarding Conditional Use Grants. These are uses that are not specifically allowed by right in any other zone district.

The application was before the Board on February 25, 2019. At that public hearing, there were neighborhood and Town Board concerns expressed. Due to these concerns, the applicant chose to withdraw the application. The applicant submitted a new application on August 27, 2019.

The site is located approximately 2,500 feet east of WCR 13/Latham Parkway, approximately 1,500 feet north of WCR 76, and 2,500 feet west of Northwest Estates. If approved, the applicant's intention is to subdivide the Thornton Farm 24 property to allow for the purchase of the 10-acre site from the City of Thornton.

The site is zoned residential mixed use and the Conditional Use Grant would allow for this use in the zone district.

The substation site plan shows approximately five acres of the site containing a fully-fenced facility with the proposed equipment and towers. The east-west fence lines are proposed at approximately 500 feet in length and the north-south fence lines are proposed at approximately 600 feet in length. The perimeter fence would be a 10-foot chain link fence. Ground equipment ranges in height to approximately 30 feet; towers range from 55 feet to 75 feet tall. The access to the site would be from WCR 76 immediately north of the intersection of Brian Avenue, and

the road will extend approximately 1,500 feet to the site. A storm water detention area is planned on the northern portion of the site and a landscaping plan shows mixed evergreen and deciduous trees in a landscape buffer along the north side of WCR 76, which is Town right-of-way. Right-of way for WCR 76 was dedicated to the Town at the time of the annexation of the property. The overhead transmission line would extend to the proposed substation site from the northeast (Severance and unincorporated Weld County) to the town limits.

The application was reviewed in accordance with the Municipal Code for Conditional Use Standards including character of the area, physical appearance, location of buildings, adequate provision of parking, potential effect of off-site vehicular and pedestrian traffic, potential effect of storm drainage, plating screens, operations to control hazardous conditions and general compatibility.

This application is due to the immediate need of power in the area.

The Conditional Use Grant does not have a time period as this is a long term use.

Notifications were completed in accordance with the Municipal Code.

At their November 6, 2019 meeting, the Planning Commission forwarded a recommendation of approval of the Conditional Use Grant application to the Town Board as presented with the following conditions:

1. A site plan, including landscaping, is reviewed and approved by Staff prior to construction of the facility.
2. The applicant will obtain all applicable Town and State permitting for the facility and for development operations, including an access permit from the Town Engineering Department and 10' fence per International Building Code requirements.

Staff requests the following be entered into the record:

1. Application and supplemental material
2. Staff memorandum and supporting documentation
3. Public comment documents
4. Mineral owner/lessee waiver of notification letter and waiver of object letter
5. Testimony of public hearing
6. Recommendation

Mr Baker inquired if there was any consideration for more decorative fencing.

Ms. Malone stated because this site is so far away from residential, the landscaping closer to the residential area would better mitigate than a wall would.

Mr. Baker inquired if the property is developed in the future, could the fence be changed out at some point.

Ms. Malone stated at this point there is nothing planned.

The applicant gave a brief presentation to the Board.

Jennifer Chester informed the Board that since the public hearing in February, they have been gathering stakeholder input on the project location and revised the design from the feedback during the public open house and community member conversations.

Chad Nickel, Manager of the Distribution Planning Group addressed the Board and informed them that they are responsible for planning of the distribution system. System planning review confirmed this area provides the ability to safely and reliably serve the area now and in the future while also considering the length of new transmission line requirement, length of new distribution feeder line requirements and the siting evaluation. Substations needs to be near the customers they are serving. The Cobb Lake and Windsor Substations have been serving this area but they are reaching capacity as this is a fast growing area.

As the system becomes more constrained, there is an increased risk of issues and outages, even if customers are not experiencing them now. New feeder lines will tie into the existing

distribution system to serve existing homes in surrounding subdivisions as well as newer developments and future residential and business customers.

There were multiple locations evaluated on the 288 acres owned by Thornton. The potential impacts to agricultural operations, irrigation ditches, wetlands and wildlife, surrounding community views and the technical considerations were all considered during the evaluation. A site located further to the west and north of the original proposed site has been located for this application. A public open house was held on July 9, 2019 in which 1,700 individuals were invited; 42 members of the public signed in for the open house. A website, hotline and email were dedicated for feedback on the two site options. The west site option was the favorable option.

Details of the proposed west site option:

- Over a quarter of a mile from nearest subdivision boundary – more than double the distance of the original site proposed
- Worked with landowner to align access drive and distribution feeder lines with Brian Avenue to accommodate potential future development
- Reduced transmission line length results in fewer poles, including a reduced number of large angle structures
- Topography provides screening by placing the site lower in elevation in order to not block mountain views from homes to the east and places the site behind a hill which screens views from WCR 76 and neighborhoods to the south
- Landscape easement along WCR 76 proposed to include over 140 trees
 - Mixture of deciduous, ornamental, and evergreen to provide year round interest
 - Street trees provide more immediate screening benefit to nearby residences and travelers along WCR 76 than if placed along substation fence line

The proposed west site distribution feeders, transmission lines and access to the site will avoid the wetlands.

Upon approval of the Conditional Use Grant, a minor subdivision and site plan applications will be submitted for approval. Construction of the project is projected to begin in the spring of 2020, pending permit approvals. The substation is estimated to be in service in the spring of 2021 to provide reliable electric service to the community.

Mr. Bennett inquired if there will be any issues or outages prior to the substation coming online in 2021.

Mr. Nickel stated there are a couple different causes for power outages. The substation will prevent outages due to strain on the system. It will not prevent outages due to things like car accidents.

Ms. Melendez inquired if the applicant is agreeable to the recommendations that came from the Planning Commission meeting.

Per Ms. Chester; yes, absolutely.

Mike Mitchell, 6771 Steven Street, Windsor, CO addressed the Board and is thankful to all involved that worked on moving the station.

Marsha Maeda, 6711 Steven Street, Windsor, CO thanked the Board for all the efforts that resulted in this new proposal.

Jeffrey Roybal, 224 N 6th, Windsor, CO recognized the Planning Department for their efforts.

Town Board Member Rennemeyer moved to close the public hearing, Town Board Member Sislowski seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Melendez, Rennemeyer, Sislowski, Wilson; Motion Passed.

5. Conditional Use Grant (CUG) for a Public Utility Installation Including Transmission Lines and Substation - Thornton Farm Annexation (Avery Substation) - Nicole Korbe, Public Service Company of Colorado, Applicant; and Jennifer Chester, Tetra Tech, Applicant's Representative
Please see public hearing item memorandum and supporting documents.

Ms. Malone had nothing further to add.

Mr. Baker thanked the residents, staff and Xcel for their efforts.

Ms. Melendez echoed Mr. Baker's comment.

Town Board Member Rennemeyer moved to approve the Conditional Use Grant for the public utility instillation including transmission lines and substation, Mayor Pro Tem Bennett seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Melendez, Rennemeyer, Sislowski, Wilson; Motion Passed.

6. Public Hearing – Resolution No. 2019-80 - Final Major Subdivision - Poudre Heights Subdivision 3rd Filing

Mayor Melendez and Town Board Member Rennemeyer recused themselves from this agenda items C.6, C.7 and C.8.

Town Board Member Wilson moved to open the public hearing, Town Board Member Sislowski seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Sislowski, Wilson; Abstain - Melendez, Rennemeyer; Motion Passed.

Mr. Sislowski reminded the Board of his earlier disclosure.

Per Mr. Hornbeck, the applicant has submitted a final major subdivision plat, known as Poudre Heights Subdivision 3rd Filing. The subdivision encompasses approximately 92 acres and is zoned Residential Mixed Use (RMU).

The property was a part of the Poudre Heights Master Plan approved by Town Board in 2003 (Resolution 2003-53). That Master Plan included a total of 586 units and street connections consistent with the current proposal. The original Master Plan included 163 lots in the now built-out 2nd filing (the 1st filing did not create developable lots) and 423 lots in area currently under consideration for the 3rd filing. Town Board approved an amended Master Plan in 2014 (Resolution 2014-64) which relocated the multifamily land uses from the center and northern portions of the site to the eastern portion of the site and to reorient the internal street system. Connections to surrounding streets remained consistent with the original Master Plan.

The current proposal is summarized as follows:

- A total of 393 lots (266 single family lots & 127 multi-family lots)
- Single family minimum lot size of 6,000 square feet (average of 8,350 square feet)
- 127 multi-family lots for 2, 3, and 4 unit buildings on approximately 8 acres
- Approximately 14 acres of open space, private drives, and utility & drainage tracts
- 1 future development tract for possible clubhouse on ½-acre;
- Approximately 19 acres of public right-of-way dedication
- Extension of the B.H. Eaton Ditch Trail from Poudre Heights Park to the Poudre River Trail

The existing Poudre Heights neighborhood has two access points: Riverplace Drive on 7th Street and Green River Drive on New Liberty Road. The proposed 3rd Filing will add one additional access point to the surrounding roadway network by connecting to Merlin Lane, which intersects with New Liberty Road. The internal street network will extend Riverplace Drive, Colorado River Drive, and Yampa River Drive from their current terminus points into the 3rd Filing.

An 8.5 acre property abutting the southwest portion of the proposed development (Assessor Parcel Number 080729301002) currently has no direct road frontage is accessed via easements across surrounding properties. Should that property develop in the future it will likely need at least two points of access via improved roads, which the Poudre Heights 3rd filing will provide by dead-ending two roads at the property boundary.

At the Planning Commission hearing on this item two homeowners in Hilltop Estates expressed concern with the Merlin Lane connection due to increased traffic through their neighborhood. However, the connection between Hilltop Estates and Poudre Heights has long been planned. The Hilltop Estates subdivision plans show Merlin Lane stubbed to the property boundary adjacent to Poudre Heights. Subsequently the Poudre Heights Master Plan from 2003, and amended in 2015, shows the connection. In accordance with these plans, when the Hilltop Estates Subdivision was built Merlin Lane was stubbed out to the property boundary in anticipation of the future connection with Poudre Heights.

Connecting Merlin Lane is consistent with direction for highly connected neighborhoods that is provided in the Comprehensive Plan and in early drafts of the Transportation Master Plan. The intent of a highly connected road network is to provide more direct connections to destinations and disperse traffic to multiple roads rather than concentrating traffic on a limited number of roads, in this case Riverplace Drive and Green River Drive. Maintaining roadway connections where feasible is particularly important in the case of Poudre Heights due to limited opportunities for connections to the north due to the Poudre River and associated floodplain and to the west due to the planned Raindance golf course.

Other recent developments utilizing or installing roadway connections have also seen neighbor concern with increased traffic, but Town Board has been consistent in requiring connections needed to enhance the overall transportation system. Examples include the extension of Steeplechase Drive to Fairgrounds Avenue and the South Hill 2nd Filing connecting to Kestrel Drive and Hilltop Drive. Given all the factors outlined herein, staff recommends that Merlin Lane be constructed as shown, consistent with the Planning Commission recommendation to Town Board.

Two neighbors at the Planning Commission hearing and email expressed concerns about increased traffic in Poudre Heights due to the proposed development. The traffic study completed for the subject development indicates traffic impacts will be within an acceptable level with the exception of Riverplace Drive at 7th Street. That intersection currently experiences delays during peak hour (AM and PM rush hours) with left turns currently functioning at a level of service C (on an A – F scale) with delays of 23 seconds during AM and PM peak hours. The traffic study anticipates that buildout of the subdivision without intersection improvements would, by 2023, result in left turns with a level of service F and delays of 51 seconds for AM peak hour and a level of service D and 34 second delays for PM peak hour.

Municipal Code Section 17-10-60 requires all development to maintain a level of service D or better so improvements to the intersection are needed; however, the location of 7th Street within a floodplain limits the number of options for improvements. Solutions such as a roundabout or a left turn acceleration lane with median are not viable because they would require vertical improvements that would negatively impact flows during a flood event. Normally, a traffic signal would only be installed if signal warrants are met. Signal warrants are established by the Manual on Uniform Traffic Control Devices (MUTCD) and include thresholds such a minimum traffic volumes, school crossings, crash history, and other circumstances. In this case, it's unclear if warrants will ever be met for the intersection; however, given the floodplain constraints, the only viable solution to maintain Level of Service D or better appears to be the installation of a traffic signal.

An applicant is typically responsible for 100% of the improvements needed to serve a development. In this case, since the 1st filing of Poudre Heights is contributing to the intersection delays, a prorated contribution by the developer based on number of lots is seen as an equitable solution. The proposed 393 lots equate to 71% of the total lots in all of Poudre

Heights. Therefore, staff and Planning Commission recommend a developer contribution of 71% towards construction of a traffic signal.

Another issue raised at Planning Commission were comments by two homeowners on Dolores River Drive in the current Poudre Heights neighborhood regarding a request for a landscaped buffer between the proposed development and their properties. The proposed development abutting their properties is single family lots consistent in character and intensity with the existing neighborhood. Furthermore, as outlined above, the development of the current proposal has long been planned. Given these factors and the fact that the applicant has met all subdivision requirements, staff believes mandating a buffer at this stage of the review process would be an overly burdensome requirement.

Approximately 168 lots on the eastern and northern portions of the subdivision fall within the 100 year floodplain. Development in the floodplain is subject to extensive review by the Town of Windsor Engineering Department's Floodplain Manager and by the Federal Emergency Management Agency. The lots in the floodplain will be elevated above the 100 year floodplain by use of fill dirt and will require a subsequent Letter of Map Revision issued by (FEMA) to certify the elevation above the floodplain. The Town floodplain requirements in the Municipal Code exceed the baseline FEMA requirements by prohibiting basements and requiring a base elevation one foot above the 100 year floodplain.

The applicant held neighborhood meetings on June 24, 2015, and August 14, 2018, in accordance with Chapter 16, Article XXXI of the Municipal Code.

Notifications were completed in accordance with the Municipal Code.

At their November 6, 2019 meeting Planning Commission forwarded to Town Board a recommendation of approval of the final major subdivision as presented subject to the following conditions:

1. The applicant shall contribute 71% of the cost towards construction of a traffic signal at the intersection of Riverplace Drive and 7th Street with the Town paying the remaining 29%.
2. All remaining Planning Commission and staff comments shall be addressed.

Staff requests the following be entered into the record:

- Application and supplemental materials
- Staff memorandum and supporting documents
- Testimony from the public hearing
- Recommendation

Mr. Wilson inquired if the oil and gas operations close to the proposed site meet the current setback requirements.

Per Mr. Hornbeck; yes.

Mr. Baker inquired if a light was at Riverplace and 7th, would Merlin Lane still be needed.

Mr. Hornbeck stated Merlin Lane was considered as a part of that analysis.

Mr. Sislowski inquired if there is timing on when the traffic light would be put in place.

Mr. Hornbeck stated payment of the traffic light would be required prior to the first building permit being issued.

Spike Rumley addressed the Board and made himself available for questions.

Mr. Bennett inquired if Mr. Rumley was in agreement with the traffic light.

Per Mr. Rumley; yes. The flooding that takes place on 7th street is right at that intersection.

Town Board Member Sislowski moved to close the public hearing, Town Board Member Baker seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Sislowski, Wilson; Abstain - Melendez, Rennemeyer; Motion Passed.

7. Resolution No 2019-80 - A Resolution Approving the Final Major Subdivision - Poudre Heights Subdivision 3rd Filing

Mr. Hornbeck has nothing further to add.

Town Board Member Sislowski moved to Resolution No. 2019-80, Town Board Member Wilson seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Sislowski, Wilson; Abstain - Melendez, Rennemeyer; Motion Passed.

8. Resolution No. 2019-81 - A Resolution Approving a Final Site Plan for Poudre Heights Subdivision 3rd Filing

Per Mr. Hornbeck, the applicant has submitted a final site plan, known as Poudre Heights Subdivision 3rd Filing – Site Plan. The site plan encompasses approximately 15 acres and is zoned Residential Mixed Use (RMU). A total of 127 townhomes are being proposed, along with HOA maintained open space. A mix of two-, three-, and four-unit buildings are proposed.

The proposal is summarized as follows:

- 127 townhome units in 47 buildings
- Driveway access is provided from private drives
- 2 car garages per unit, 20 off-street guest parking spaces, and adjacent parking on public streets for up to 135 cars
- Small yards with each unit

Building architecture is summarized as follows:

- Maximum building height of 28 feet
- Generally two story buildings which include one story elements
- Pitched roofs with varied rooflines
- Primary finish materials of brick and stone veneer, fiber cement lap siding, and hardboard wood siding with stucco finish

The application is in conformance with the Comprehensive Plan.

At their November 6, 2019 meeting, the Planning Commission did forward a recommendation of approval of the final site plan as presented; subject to all remaining Planning Commission and staff comments being addressed.

Staff requests the following be entered into the record:

- Application and supplemental materials
- Staff memorandum and supporting documents
- Recommendation

Mr. Baker inquired if the townhome units with garages will have longer driveways to accommodate parking.

Mr. Hornbeck stated some of them have driveways to accommodate parking. The application does meet current parking standards.

Mr. Rumley stated each of the townhome units have a two car garage and they are accessed from the rear of the unit; the units do not have long drives for parking.

Town Board Member Wilson moved to approve Resolution 2019-81, Town Board Member Baker seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Sislowski, Wilson; Abstain - Melendez, Rennemeyer; Motion Passed.

9. Resolution No. 2019-82 - A Resolution of the Windsor Town Board in Favor of the Efforts of the Windsor Housing Authority in Seeking Financial Support From the Colorado Housing and Finance Authority With Respect to a Senior Housing Project Proposed for a Location Within the Town of Windsor, Colorado, and Specifying the Financial Support Available in Conjunction

Therewith

Per Mr. Hale, on October 21, 2019, representatives of the Windsor Housing Authority presented a request for development fee waivers in support of an planned application to the Colorado Housing and Finance Authority. The application seeks funding to building the first phase of the Golden Meadows senior housing facility on property owned by the WHA on 15th Street in Windsor.

The fee waivers for both phases of the facility are estimated to total approximately \$651,839.00, although the first phase of the project will not require the full amount.

Nancy Salazar with the Windsor Housing Authority is available for any questions.

Mr. Sislowski inquired if this project will be a priority for Windsor residents to obtain housing. Ms. Salazar stated the housing can not be limited to Windsor residents, however when the eligibility is considered, more points can be given to Windsor residents.

Mr. Sislowski stated he struggles with this agenda item and will be voting against it this evening.

Town Board Member Rennemeyer moved to approve Resolution No. 2019-82, Town Board Member Baker seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Melendez, Rennemeyer, Wilson; Nays - Sislowski; Motion Passed.

10. Resolution No. 2019-83 - A Resolution Approving a Settlement Agreement Between the Town of Windsor and the Poudre Tech Metropolitan District with Respect to Raw Water Dedication

Mr. Sislowski recused himself from this agenda item as he is on the Board for Water Valley.

Mr. Hale stated this Resolution approves an agreement with the Poudre Tech Metropolitan District to settle claims arising out of the over-dedication of raw water by the District between March, 2000 and July, 2019. We were first made aware of the over-dedication in June of this year. Following extensive analysis and discussions with the District, we have negotiated the settlement agreement as a full and final resolution of all claims for reimbursement and/or development credits.

The agreement provides that 172 single-family equivalent building permits will be available to the District and its assignees without further raw water dedication. The credits may be used in support of development anywhere in Windsor's water utility service area.

The District Board of Directors has approved the form of the agreement, and will take formal action following Town Board action.

Town Board Member Rennemeyer moved to approve Resolution No. 2019-83, Mayor Pro Tem Bennett seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Melendez, Rennemeyer, Wilson; Abstain - Sislowski; Motion Passed.

11. Resolution No. 2019-84 - A Resolution Approving Ultimate Support Systems Incentive Agreement

Per Ms. Miller, Economic Development staff met with representatives from Ultimate Support Systems in June of 2019. Ultimate Support Systems is an R&D, warehouse, distribution facility that produces innovative technologies, software and equipment for the music Industry. They temporarily leased some space in Loveland, but they are looking to build a permanent facility in Northern Colorado. They are considering locations in Centerra in Loveland, Iron Horse in Johnstown and Diamond Valley in Windsor. They have currently identified a location at 1130 Diamond Valley Drive.

When the company requested a commercial fee estimate for the 100,000 planned facility, the fees were higher than they anticipated. They reached out to the economic development office for any possible assistance.

Ultimate Support Systems would like to start building their facility in 1st quarter of 2020. They have 20-30 more employees planned in Phase II and they also plan on building a 53,000 sq. ft. facility to lease out, neither of those are included in this current analysis.

it is being requested that the use tax be waived at \$159,286.

The economic impact analysis over 10 years leave a net fiscal benefit of over \$963,524. The incentive payback will be approximately seven and a half months and it will have no impact on the Economic Development fund as there are no enterprise fees being waived.

Mr. Rennemeyer inquires as to the nature of the business.

Ms. Miller stated Ultimate Support Systems is a company that produces musical software and/or musical equipment.

Mayor Pro Tem Bennett moved to approve Resolution No. 2019-84, Town Board Member Wilson seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Melendez, Rennemeyer, Sislowski, Wilson; Motion Passed.

12. Public Hearing 2020 Budget

Town Board Member Rennemeyer moved to open the public hearing, Mayor Pro Tem Bennett seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Melendez, Rennemeyer, Sislowski, Wilson; Motion Passed.

Mr. Moyer stated it is estimated that there will be an increase in sales tax collections but not a change in the rate. The mill levy will remain at 12.03 mill which has not changed since 2004. Water and stormwater rates will increase.

The budget notice was published on November 15, 2019.

Mr. Baker thanked Mr. Moyer and the finance staff for their work on the budget.

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

Town Board Member Rennemeyer moved to close the public hearing, Town Board Member Baker seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Melendez, Rennemeyer, Sislowski, Wilson; Motion Passed.

13. Resolution No. 2019-85 - A Resolution Summarizing Expenditures and Revenues for Each Fund, and Adopting a Budget for the Town of Windsor, Colorado, for the Calendar Year Beginning on the First Day of January, 2020 and ending on the last day of December 2020, and Appropriating Sums of Money to the various Funds and Spending Agencies, in the amount and for the purpose as set forth below, for the Town of Windsor, Colorado, for the 2020 Budget Year

Mr. Moyer had nothing further to add.

Ms. Melendez thanked Mr. Moyer and the finance staff for all their work on the budget.

Town Board Member Rennemeyer moved to approve Resolution No. 2019-85, Town Board Member Baker seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Melendez, Rennemeyer, Sislowski, Wilson; Motion Passed.

14. Resolution No. 2019-86 - A Resolution Levying General Property Taxes for the Taxable Year 2019 to help defray the Costs of Government for the Town of Windsor, Colorado, for the 2020 Budget Year, Weld County

Mr. Moyer stated the mill levy in Larimer and Weld counties is at 12.03.

Town Board Member Sislowski moved to approve Resolution No. 2019-86, Mayor Pro Tem Bennett seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Melendez, Rennemeyer, Sislowski, Wilson; Motion Passed.

15. Resolution No. 2019-87 - A Resolution Levying General Property Taxes for the Taxable Year 2019 to help defray the Costs of Government for the Town of Windsor, Colorado, for the 2020 Budget Year, Larimer County

Mr. Moyer stated the mill levy in Larimer and Weld counties is at 12.03.

Mayor Pro Tem Bennett moved to Resolution No. 2019-87, Town Board Member Rennemeyer seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Melendez, Rennemeyer, Sislowski, Wilson; Motion Passed.

16. Resolution No. 2019-88 - A Resolution for Supplemental Appropriation of Funds Appropriated but not Expended in 2019

Per Mr. Moyer, new for 2020, staff is respectfully requesting the Board's permission to carry over from 2019 into 2020, the respective appropriations and associated funding for a number of capital projects that remain incomplete moving towards the end of 2019. Combined, these unfinished projects amount to \$9,545,000 in unspent balances.

Dissimilar to prior years, where unfinished capital projects were funded via a supplemental budget addition at the end of the year in which the projects were completed, carry-over projects will be fully funded and appropriated at the beginning of 2020, should this resolution be passed. There are two major reasons for this request;

1. The magnitude of the remaining expenses for the projects that will be carried over from 2019, is dictating that adequate appropriations be in place for 2020.
2. To provide ample insight and transparency into the Town's Capital Improvement Program.

Town Board Member Rennemeyer moved to approve Resolution No. 2019-88, Town Board Member Wilson seconded the motion. Roll call on the vote resulted as follows; Yeas - Baker, Bennett, Melendez, Rennemeyer, Sislowski, Wilson; Motion Passed.

17. Finance Report September 2019

Mr. Moyer provided an overview of the September 2019 finance report that was included in packet material.

D. COMMUNICATIONS

1. Communications from Town Attorney
None
2. Communications from Town Staff
 - a. Windsor Police Department October 2019 Statistical Report
3. Communications from Town Manager
Mr. Hale stated all administrative office will be on a two hour delay tomorrow due to weather.
4. Communications from Town Board

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 to cable television franchise (Brandon Dittman, Special Counsel)

Removed from agenda.

2. An Executive Session Pursuant to Colorado Revised Statutes § 24-6-402 (4) (b) to Confer with the Town Attorney for the Purposes of Receiving Legal Advice on Specific Legal Questions Concerning the Town's cable television franchise with Comcast of Colorado IV, LLC (Brandon Dittman, Special Counsel)

Removed from agenda.

F. ADJOURN

The meeting was adjourned at 9:13 p.m.

Krystal Eucker, Town Clerk



MEMORANDUM

Date: January 13, 2020
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From: Krystal Eucker, Town Clerk
Re: Youth Advisory Board Appointments
Item #: B.2.

Background / Discussion:

On December 2, 2019 and December 9, 2019, Mayor Melendez and Town Board Member Rennemeyer conducted advisory board appointments for the recently created youth advisory board seats with the Parks, Recreation and Culture Advisory Board, Tree Board and the Water and Sewer Board. The following individuals are being recommended for appointment:

Parks, Recreation and Culture Advisory Board - Term Expiring January 12, 2021

Ethan Hahn

Tree Board - Term Expiring January 12, 2021

Neva Peltz

Water and Sewer Board - Term Expiring January 12, 2021

Hunter Rivera



MEMORANDUM

Date: January 13, 2020
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From: Desa Blair
Re: Resolution Accepting a Deed of Dedication for Utility Easements
Item #: B.3.

Background / Discussion:

Harmony Gardens First Annexation is located south of Harmony Road and west of County Road 15. Improvements include Town owned and maintained waterlines, which require utility easements. An easement is also required along the frontage of the site for general utilities.

Financial Impact:

There is no financial impact since the easements are being donated to the Town

Relationship to Strategic Plan:

Acceptance of the Utility Easements supports thoughtful framework and supportive infrastructure related to traffic and roadways as outlined in Windsor's Strategic Plan.

Recommendation:

Staff recommends passing Resolution No. 2020-02 approving and accepting a deed of dedication for Utility Easements.

ATTACHMENTS:

- ▢ Resolution 2020-02
- ▢ Exhibit - public utility easement

TOWN OF WINDSOR

RESOLUTION NO. 2020-02

A RESOLUTION APPROVING AND ACCEPTING A DEED OF DEDICATION FOR AN EASEMENT FROM SERFER LAND VENTURES, LLC FOR WATER AND SEWER FACILITIES PERTAINING TO THE HARMONY GARDENS PROJECT, WITHIN 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 utility service and water delivery infrastructure within its corporate limits; and

WHEREAS, the development of the Harmony Gardens project within the Harmony Annex First Annexation located at the southeast corner of Harmony Road and Colorado Boulevard, in the Town of Windsor, Colorado requires the provision of water and sewer utility services through Town-owned facilities and related easements; and

WHEREAS, the property owner has tendered a Deed of Dedication for Utilities Easement, dated November 21, 2019, a copy is attached hereto and incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town Board has reviewed the Easement and Right-of-Way for Water and Sewer Facilities, and the Deed of Dedication and has concluded that their approval and acceptance is in the public interest.

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

Section 1. The attached Deed of Dedication for Utilities Easement is hereby approved and accepted.

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

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 13th day of January, 2020.

TOWN OF WINDSOR, COLORADO

By: _____
Kristi Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk

EASEMENT AND RIGHT-OF-WAY FOR WATER & SEWER FACILITIES

This Easement and Right-of-Way for Water and Sewer Facilities ("Easement"), made and entered this 28TH day of NOVEMBER, 2019, by and between SERFER LAND VENTURES, a Limited Liability Company (the "Grantor"), and the TOWN OF WINDSOR, COLORADO, a Colorado home rule municipality (the "Grantee").

For and in consideration of the covenants and agreements herein set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, an exclusive easement and permanent right to enter, re-enter, occupy and use the Easement Area defined herein for each of the following purposes:

- (a) To construct, maintain, repair, replace, enlarge and operate one or more water line facilities, and other related facilities, for the transmission of treated water and all underground and surface appurtenances related thereto, over, across, under and upon the real property legally described and depicted on **Exhibit A** attached hereto and incorporated herein by this reference (the "Easement Area").
- (b) To construct, maintain, repair, replace, enlarge and operate one or more sanitary sewer line facilities, and other related facilities, for the transmission of sewage, and all underground and surface appurtenances related thereto, over, across, under and upon the real property legally described and depicted on **Exhibit A** attached hereto and incorporated herein by this reference (the "Easement Area").

Grantor warrants title to the Easement Area, and Grantor will forever warrant and defend the Easement Area in the quiet and peaceful possession of Grantee against all persons claiming the whole or any part thereof.

Grantor further grants to Grantee:

1. The right of ingress to and egress from the Easement Area over and across said lands of the Grantor by means of roads, driveways and lanes thereon.
2. The right from time to time to enlarge, improve, reconstruct, relocate, and replace any water line facilities, or other structures constructed hereunder, either in the original location or at any alternate locations within the Easement Area.
3. The right to mark the location of the Easement Area by suitable markers set in the ground, provided that said markers shall be placed in locations which shall not interfere with any reasonable use Grantor shall make of the Easement Area.

Grantor reserves the right to use the Easement Area for purposes which will not unreasonably interfere with Grantee's full employment of the rights granted hereby.

Grantor agrees not to take any of the following actions within the Easement Area unless, in each case, otherwise agreed to in writing by Grantee (i) erect or construct any building or other structure, (ii) drill or operate any well, (iii) construct any reservoir or other obstruction, (iv) add more than 3 feet to or remove more than 0.5 feet from the ground level, or (v) grant any other easements or right of ways for utilities within the Easement Area to any party other than the Town without prior notice to the Town.

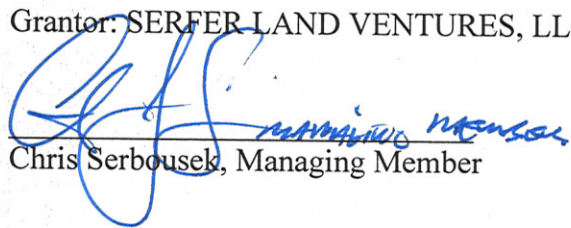
Grantor shall not deposit, or permit or allow to be deposited, rubbish, debris, or any other substance or material, whether combustible or non-combustible within the Easement Area.

The terms, conditions, covenants and agreements of this Easement shall be construed as covenants touching and concerning, running with and appurtenant to the Easement Area. All of the covenants contained herein shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns.

IT WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the day and year first written above.

Grantor: SERFER LAND VENTURES, LLC.

Accepted by Grantee:


Chris Serbousek, Managing Member

THE TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

Attest: [Seal]

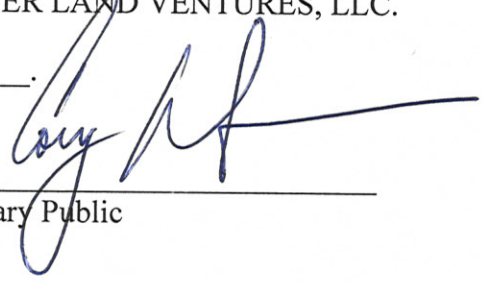
By: _____
Krystal Eucker, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

[Seal]

The foregoing Easement was acknowledged before me this 21 day of Nov., 2019,
by Chris Serbousek, Managing Member of SERFER LAND VENTURES, LLC.

My commission expires: 8/15/20.



Notary Public

CORY URBAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044028536
MY COMMISSION EXPIRES AUGUST 15, 2020

DEED OF DEDICATION FOR UTILITIES EASEMENT

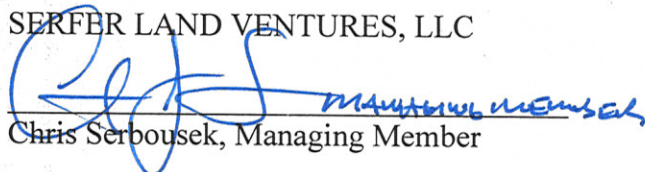
KNOW ALL MEN BY THESE PRESENTS:

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 Colorado home rule municipal corporation ("Town"), a perpetual non-exclusive utilities easement for public and municipal purposes on, over, across, under, along and within the real property located in Weld County, Colorado ("County") as described in the legal description and sketch depiction attached hereto as Exhibit A ("Property"), which is incorporated herein by this reference as if set forth fully, together with all appurtenances thereto. Grantor warrants title to the same, free and clear of all liens and encumbrances, subject to reservations and exceptions of record.

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

DATED this 21ST day of November, 20 19.

SERFER LAND VENTURES, LLC

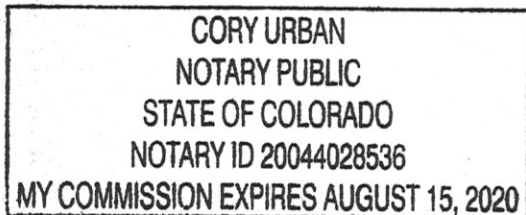

Chris Serbousek, Managing Member

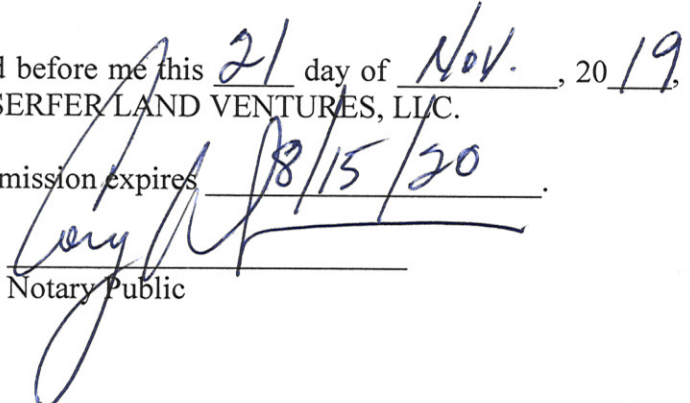
ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss:
COUNTY OF WELD)

The foregoing Easement was acknowledged before me this 21 day of Nov., 20 19, by Chris Serbousek, Managing Member of SERFER LAND VENTURES, LLC.

Witness my official hand and seal. My commission expires 8/15/20.




Notary Public

ACCEPTANCE

The Town of Windsor hereby accepts the above Deed of Dedication for Utilities Easement for municipal purposes as defined herein.

Dated this ____ day of _____, 20 ____.

TOWN OF WINDSOR, COLORADO
a Colorado municipality

Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk

APPROVED AS TO FORM:

Ian D. McCargar, Town Attorney



DESCRIPTION:

A Utility Easement located in 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, and being more particularly described as follows:

Considering the North line of the Northwest Quarter of Section 6 as bearing North $88^{\circ} 44' 25''$ East and with all bearings contained herein relative thereto:

COMMENCING at the North Quarter Corner of Section 6; thence, South $01^{\circ} 02' 09''$ East, 75.00 feet to the **POINT OF BEGINNING**; thence, South $01^{\circ} 02' 09''$ East, 10.00 feet; thence, South $88^{\circ} 44' 25''$ West, 2295.99 feet to the East right-of-way line of Weld County Road 13; thence along said East line, North $00^{\circ} 36' 27''$ West, 10.00 feet; thence departing said East line, North $88^{\circ} 44' 25''$ East, 2295.91 feet to the **POINT OF BEGINNING**.

The above described Utility Easement contains 22,960 feet, or 0.527 acres, more or less, and is subject to all easements and rights-of-way now on record or existing.

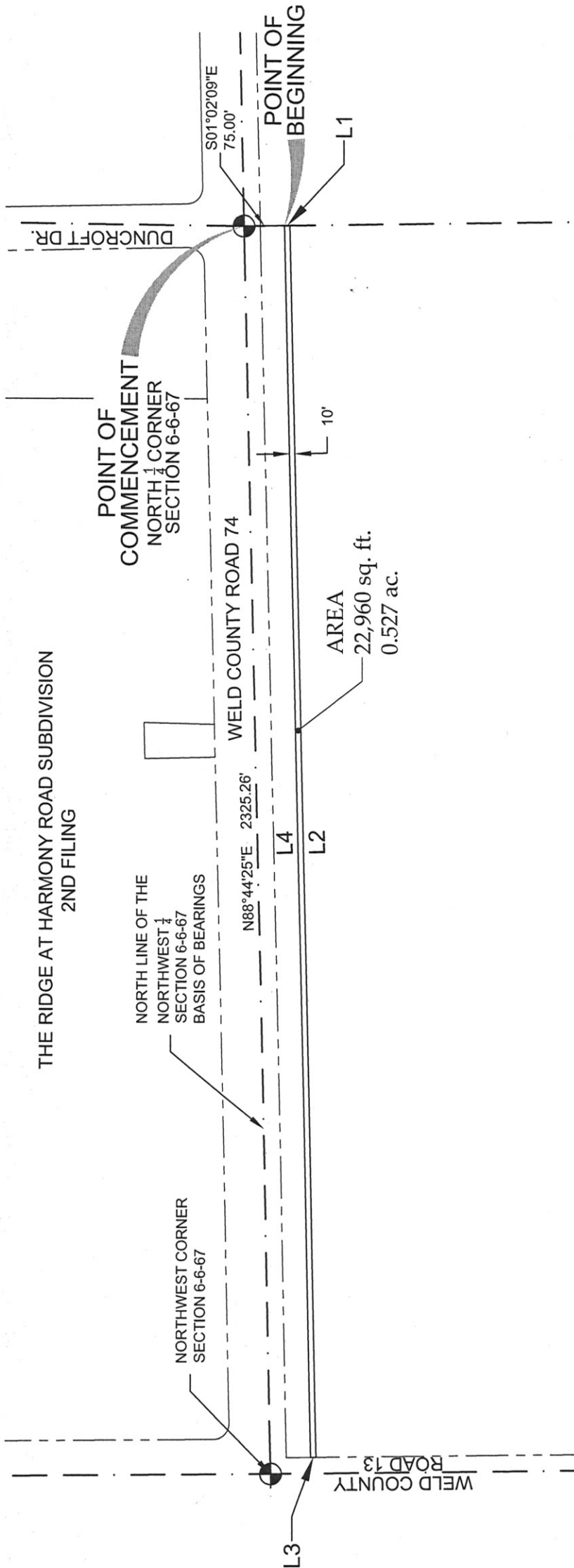
LMS

November 8, 2019

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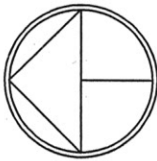
EXHIBIT

A UTILITY EASEMENT LOCATED IN THE NORTHWEST 1/4 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	10.00'	S01° 02' 09"E
L2	2295.99'	S88° 44' 25"W
L3	10.00'	N00° 36' 27"W
L4	2295.91'	N88° 44' 25"E

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.



250 0 250 Feet
(US SURVEY FEET)
1 inch = 250 ft.



DESCRIPTION:

A tract of land located in 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, and being more particularly described as follows:

Considering the North line of the Northwest Quarter of Section 6 as bearing North 88° 44' 25" East and with all bearings contained herein relative thereto:

COMMENCING at the North Quarter Corner of Section 6; thence, South 01° 02' 09" East, 95.00 feet to **POINT OF BEGINNING 1**; thence, South 01° 02' 09" East, 20.00 feet; thence, South 88° 44' 25" West, 953.93 feet; thence, South 01° 23' 35" West, 244.13 feet to Point A; thence, North 88° 44' 25" East, 105.36 feet; thence, South 01° 15' 35" East, 20.00 feet; thence, South 88° 44' 12" West, 106.29 feet; thence, South 01° 23' 35" West, 25.54 feet; thence, South 88° 36' 25" East, 20.00 feet; thence, South 01° 23' 35" West, 20.00 feet; thence, North 88° 36' 25" West, 40.00 feet; thence, North 01° 23' 35" East, 44.61 feet; thence, South 88° 44' 12" West, 198.49 feet; thence, South 01° 15' 36" East, 10.00 feet; thence, South 88° 44' 24" West, 10.00 feet; thence, North 01° 15' 36" West, 10.00 feet; thence South 88° 44' 12" West, 34.99 feet; thence, North 01° 17' 36" West, 63.54 feet; thence, South 88° 42' 22" West, 13.18 feet; thence, North 01° 17' 38" West, 5.00 feet; thence, North 88° 42' 22" East, 13.18 feet; thence, North 01° 17' 36" West, 72.51 feet; thence, South 88° 42' 24" West, 30.00 feet; thence, North 01° 17' 36" West, 10.00 feet; thence, North 88° 42' 24" East, 30.00 feet; thence, North 01° 17' 36" West, 105.17 feet; thence, North 46° 15' 35" West, 24.99 feet; thence, South 88° 44' 25" West, 356.88 feet; thence, North 01° 15' 35" West, 20.00 feet; thence, North 88° 44' 25" East, 375.15 feet; thence, South 01° 17' 36" East, 10.00 feet; thence, South 46° 15' 35" East, 45.82 feet; thence, North 88° 45' 10" East, 222.27 feet; thence, North 01° 23' 35" East, 32.48 feet; thence, North 88° 44' 25" East, 973.10 feet to **POINT OF BEGINNING 1**;

LESS:

COMMENCING at aforementioned Point A; thence, North 53° 26' 36" West, 24.46 feet to **POINT OF BEGINNING 2**; thence, South 88° 44' 25" West, 194.10 feet; thence, North 01° 17' 36" West, 18.47 feet; thence, South 88° 42' 24" West, 21.02 feet; thence, North 01° 17' 36" West, 178.02 feet; thence, North 88° 45' 10" East, 224.34 feet; thence, South 01° 23' 35" West, 196.63 feet to **POINT OF BEGINNING 2**.

The above described tract of land contains 56,769 feet, or 1.303 acres, more or less, and is subject to all easements and rights-of-way now on record or existing.

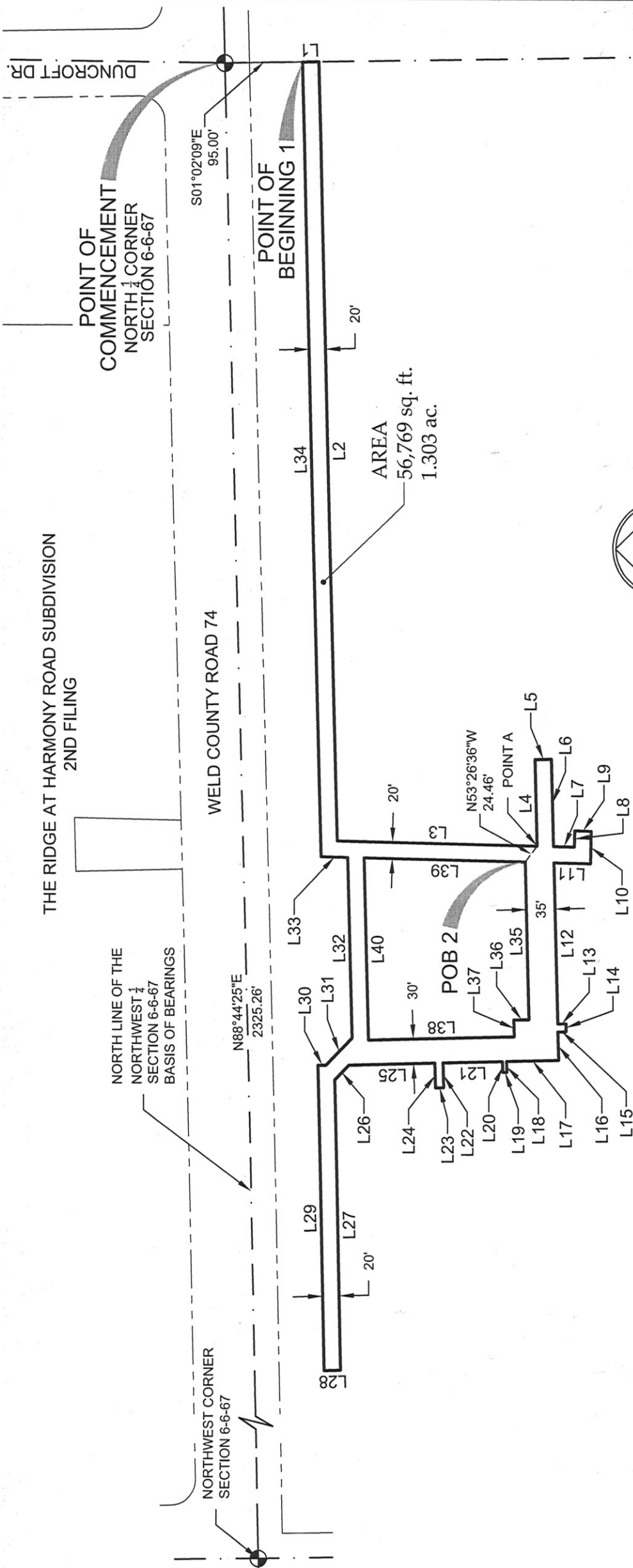
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November 8, 2019

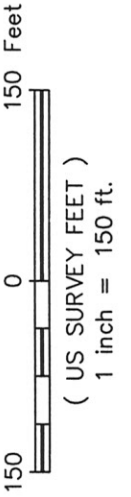
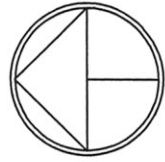
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EXHIBIT

A TRACT OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 6 NORTH,
RANGE 67 WEST OF THE 6th P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO



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
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A TRACT OF LAND LOCATED IN THE NORTHWEST 1/4 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	20.00'	S01° 02' 09"E
L2	953.93'	S88° 44' 25"W
L3	244.13'	S01° 23' 35"W
L4	105.36'	N88° 44' 25"E
L5	20.00'	S01° 15' 35"E
L6	106.29'	S88° 44' 12"W
L7	25.54'	S01° 23' 35"W
L8	20.00'	S88° 36' 25"E
L9	20.00'	S01° 23' 35"W
L10	40.00'	N88° 36' 25"W
L11	44.61'	N01° 23' 35"E
L12	198.49'	S88° 44' 12"W
L13	10.00'	S01° 15' 36"E
L14	10.00'	S88° 44' 24"W

LINE TABLE		
LINE	LENGTH	BEARING
L15	10.00'	N01° 15' 36"W
L16	34.99'	S88° 44' 12"W
L17	63.54'	N01° 17' 36"W
L18	13.18'	S88° 42' 22"W
L19	5.00'	N01° 17' 38"W
L20	13.18'	N88° 42' 22"E
L21	72.51'	N01° 17' 36"W
L22	30.00'	S88° 42' 24"W
L23	10.00'	N01° 17' 36"W
L24	30.00'	N88° 42' 24"E
L25	105.17'	N01° 17' 36"W
L26	24.99'	N46° 15' 35"W
L27	356.88'	S88° 44' 25"W
L28	20.00'	N01° 15' 35"W

LINE TABLE		
LINE	LENGTH	BEARING
L29	375.15'	N88° 44' 25"E
L30	10.00'	S01° 17' 36"E
L31	45.82'	S46° 15' 35"E
L32	222.27'	N88° 45' 10"E
L33	32.48'	N01° 23' 35"E
L34	973.10'	N88° 44' 25"E
L35	194.10'	S88° 44' 25"W
L36	18.47'	N01° 17' 36"W
L37	21.02'	S88° 42' 24"W
L38	178.02'	N01° 17' 36"W
L39	196.63'	S01° 23' 35"W
L40	224.34'	N88° 45' 10"E



MEMORANDUM

Date: January 13, 2020
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From: Kim Emil
Re: An Ordinance Fixing the Compensation of the Municipal Court Judge and Municipal Court Clerk for the
Item #: C.1.

Background / Discussion:

This ordinance is set for second reading. There have been no changes since the first reading.

The statutes governing qualified municipal courts of record require that the compensation of the Municipal Judge and Office of the Municipal Court Clerk be set by ordinance. This requirement has also been incorporated into the Town's Municipal Code. The Town Board has previously approved the 2020 Annual Budget, within which compensation for the Municipal Judge and Municipal Court Clerk's Office has been fixed. However, in order to comply with the requirements of state law and the Code, an Ordinance approving those appropriations is required.

The attached Ordinance Fixing the Compensation of the Municipal Court Judge and Municipal Court Clerk incorporates the appropriations for these offices from the 2020 Annual Budget, thus satisfying the requirements of law.

Financial Impact:

As budgeted and approved.

Relationship to Strategic Plan:

Safety and security

Recommendation:

Adopt the attached Ordinance; super-majority (5 votes) required for final adoption upon second reading.

CC:

Shane Hale, Town Manager

ATTACHMENTS:

- ▢ Ordinance Fixing the Compensation of the Municipal Court Judge and Municipal Court Clerk

TOWN OF WINDSOR

ORDINANCE NO. 2019 - 1599

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

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

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

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

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

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

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

and

WHEREAS, the Town Board approved the annual budget for fiscal year 2020, that included the compensation for the Judge and Municipal Court Clerk; and

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

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

Section 1. The compensation of the Municipal Court Judge and Municipal Court Clerk, and the hourly rate for the Deputy Judge for the 2020 fiscal year shall be as stated in the 2020 Annual Budget previously approved by the Town Board.

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

Introduced, passed on first reading, and ordered published this 9th day of December, 2019.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Introduced, passed on second reading, and ordered published this 13th day of January, 2020.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk



MEMORANDUM

Date: January 13, 2020
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From: Jessica Humphries
Re: Storm Drainage Fund Fee Increase
Item #: C.2.

Background / Discussion:

This ordinance is set for second reading. There have been no changes since the first reading.

The Storm Drainage Fund is by classification, a self-funding enterprise of the Town of Windsor. Revenues in general, must be adequate to pay for both operating and capital expenditures.

Financial Impact:

Due to increased capital and operating requirements, staff is requesting the following rate increases:

1. Monthly Basin User Fee-that portion that funds future development (impervious multiplier of .00072), staff is requesting an increase of 1.8%.
2. Monthly Basin User Fee - that portion that funds O & M expenses (impervious multiplier of .0002), staff is requesting an increase of 15% to the multiplier.
3. Staff also requests that the New Growth Basin Impact Fee be increased by 1.*%. This increase meets the current minimum review standard under Section 13-3-80(a) of the Town's Charter, of a two-year moving average of the Colorado Construction Cost Index.

Requested increases to the Monthly Basin User Fee will generate \$23,837 for O & M funding and \$10,298 for capital funding in 2020. Additionally, annual collections thereafter will be compounded with the higher base impervious multipliers.

Recommendation:

Staff recommends that the Board approve and adopt the requested increases to the Monthly Basin User Fee and the New Growth Basin Impact Fee.

ATTACHMENTS:

- ▢ Ordinance No. 2019-1600 - An Ordinance Repealing, Amending and Readopting Portions of Article III of Chapter 13 of the Windsor Municipal Code With Respect to Stormwater Basin Fees Imposed by the Town's Stormwater Drainage Utility Enterprise

TOWN OF WINDSOR

ORDINANCE NO. 2019 – 1600

AN ORDINANCE REPEALING, AMENDING AND READOPTING PORTIONS OF ARTICLE III OF CHAPTER 13 OF THE *WINDSOR MUNICIPAL CODE* WITH RESPECT TO STORMWATER BASIN FEES IMPOSED BY THE TOWN'S STORMWATER DRAINAGE UTILITY ENTERPRISE

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

WHEREAS, the Town has in place a comprehensive set of land development regulations, all intended to promote the public health, safety and welfare; and

WHEREAS, the provision of storm drainage facilities is an important public function, protecting persons and property from damage caused by unpredictable and at times catastrophic storm water events; and

WHEREAS, by Ordinance No. 2003-1148, the Town established its stormwater utility enterprise, adopted a storm drainage master plan and provided for the imposition of various fees in association therewith ("2003 Ordinance"); and

WHEREAS, in 2017, with the assistance of Anderson Consulting Engineers, Inc., the Town completed a 2017 update to its 2003 Stormwater Drainage Master Plan ("2017 Update"); and

WHEREAS, the 2017 Update was approved and adopted as the basis for stormwater fees by Ordinance No. 2017- 1543 on September 25, 2017; and

WHEREAS, on November 18, 2019, staff presented justification in support of a request for adjustments to the Town's stormwater fees; and

WHEREAS, staff's justification for adjustments to the Town's stormwater fees include:

- Increased capital requirements;
- Increased operational expenses brought about by additional staffing;
- Lower interest income on a reduced fund balance;

- Additional required resources due to the implementation of the Town's Municipal Separate Storm Sewer ("MS4") Program.

and

WHEREAS, staff has presented sufficient quantification of the need for adjustments to the Town's stormwater fees; and

WHEREAS, the Windsor Water and Sewer Board has recommended approval of the schedule of fees contained herein; and

WHEREAS, pursuant to Section 29-20-104.5, C.R.S., the Town is statutorily authorized to impose development fees at a level no greater than necessary to defray the impacts directly related to proposed development.; and

WHEREAS, the schedule of fees and methods of fee calculation set forth herein achieve the statutory purpose of providing for new capital facilities necessary to address the impacts of land development; and

WHEREAS, the schedule of fees and methods of fee calculation set forth herein further enables the ongoing operation, maintenance and depreciation of Town-owned stormwater drainage facilities; and

WHEREAS, the Town Board hereby finds and declares the necessity of providing stormwater drainage facilities for the drainage and control of flood and surface waters within the Town, including areas to be subdivided and developed; and

WHEREAS, the Town Board has given due consideration to the fee schedule herein, and has concluded that its adoption and incorporation through amendments to the 2003 Ordinance promotes the public health, safety and welfare.

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

Section 1. Section 13-3-60 of the *Windsor Municipal Code* is hereby repealed, amended and readopted to read as follows:

Sec. 13-3-60. - New Growth Basin Impact Fee.

- (a) A New Growth Basin Impact Fee is hereby imposed upon each and every lot or parcel of land to be developed within the Town, and upon the owners thereof, with respect to any improvement that creates an impervious surface covering more than three hundred fifty (350) square feet of the lot or parcel. The fee is deemed reasonable

and necessary to pay for the design, right-of-way acquisition and construction or reconstruction of major stormwater drainage systems identified in the Drainage Master Plan needed to protect the health, safety and welfare and inhabitants of the basin. In accordance with the Drainage Master Plan and for purposes of this Article, the Town's stormwater basin shall include all property within the boundaries of the Town. The New Growth Basin Impact Fee established hereby shall be based upon the cost of the design, right-of-way acquisition and construction or reconstruction of major stormwater drainage systems in accordance with the Drainage Master Plan, the area of each lot or parcel of land and the runoff coefficient of the lot or parcel of land. In accordance with the provisions of this Article, the Director of Engineering shall determine the rates to apply to each lot or parcel of land within the guidelines set forth herein and shall establish the New Growth Basin Impact Fee in accordance with the rate, together with the other factors set forth herein.

- (b) For purposes of this Article, impervious shall be defined as "roof, asphalt, concrete or similar surfaces." Pervious shall be defined as "lawn, open space or similar surfaces."
- (c) The Director of Engineering shall calculate the New Growth Basin Impact Fee as follows:
 - (1) Impervious Rate Factor. The Impervious Rate Factor of each lot or parcel of land shall be based upon the average percentage of impervious area. The Director of Engineering shall consider the following basis in assigning the Impervious Rate Factor for categories of development:

<i>Category of Development</i>	<i>Impervious Rate Factor Range</i>
Very Low Density Single-Family Residential (VLD SFR) 2.5 acres	0.10
Single-Family Residential (SFR) medium density	0.40
Single-Family Residential (SFR) high density	0.45 - 0.60
Multi-Family Residential (MFR)	0.70 – 0.85
Commercial (C)	0.60 - 0.80
Central Business District (CB)	0.95
Limited Industrial (IL)	0.70 – 0.85
Heavy Industrial (IH)	0.30 – 0.85

It shall be the responsibility of the Director of Engineering to determine the basic category of development for each lot or parcel of land generally in accordance with the schedule set forth above and based upon the percentage of impervious area and corresponding Impervious Rate Factor typical for the particular land use and/or zoning for that lot or parcel of land. The decision of the Director of Engineering shall be subject to review and appeal pursuant to the provisions of this Article as set forth below.

(2) **New Growth Basin Impact Fee Factor.** Subject to modification by subsequent ordinance as aforesaid, the New Growth Basin Impact Fee Factor is initially established at \$0.2246 per square foot of net impervious area.

(3) **Area.** The New Growth Basin Impact Fee rate calculation for each lot or parcel of land shall be predicated upon the net area in square feet of the lot or parcel.

(4) **Calculation.**

- a. With regard to initial improvements, the New Growth Basin Impact Fee for each lot or parcel of land shall be calculated in accordance with the following formula:

$$\text{New Growth Basin Impact Fee} = (\text{Impervious Rate Factor}) \\ \times (\text{New Growth Basin Impact Fee Factor}) \times (\text{Area})$$

- b. With regard to additions and expansions, the New Growth Basin Impact Fee calculation for each developed lot or parcel of land upon which an addition or expansion is proposed, whether attached to an existing structure or not, shall be calculated in accordance with the following formula:

New Growth Basin Impact Fee shall equal the difference between the fee as calculated in accordance with the formula set forth above in this Section, Subparagraph (c)(4)a, for the lot or parcel of land of all existing and proposed improvements and the same lot or parcel with only the existing improvements.

- (d) The New Growth Basin Impact Fee assessed hereby shall be segregated, credited and deposited in a special fund and shall not be transferred therefrom except to pay for expenses directly attributable to the stormwater drainage activities as aforesaid. The New Growth Basin Impact Fee assessed hereby shall not be used for general or other governmental or proprietary purposes of the Town, except to pay for the equitable share of the cost of accounting and management thereof. Nothing contained herein shall prohibit the Town from making temporary interfund loans or transfers as may be specifically allowed by law and in accordance with the requirements of the Town's Home Rule Charter.

Section 2. Section 13-3-120 of the *Windsor Municipal Code* is hereby repealed, amended and readopted to read as follows:

Sec. 13-3-120. - Monthly Basin User Fee.

- (a) With respect to any improvement that creates an impervious surface covering more than three hundred fifty (350) square feet of lot or parcel, a Monthly Basin User Fee is hereby imposed upon each and every developed lot or parcel of land within the Town, as well as the owners thereof. This fee is deemed reasonable and necessary to pay for the operation, maintenance, depreciation, administration and routine functions of the existing Town stormwater drainage facilities and for the operation, maintenance, depreciation and administration of such future stormwater drainage facilities as may be established within the Town, and to pay for the design, right-of-way acquisition and construction or reconstruction of such existing and future Town stormwater drainage facilities. All of the proceeds of the Monthly Basin User Fee are deemed to be in payment for the use and availability of the stormwater drainage system by the real property on and with respect to which the fee is imposed upon the owners. Further, the Town Board finds that Monthly Basin User Fee benefits all property owners by allowing for the construction, improvement, operation, maintenance and depreciation of stormwater drainage facilities in the Town that promote the health, safety and welfare of such property owners during storms and floods.
- (b) The Director of Engineering shall determine the fee that shall apply to each specific lot or parcel of land within the guidelines set forth herein.

- (1) **Impervious Rate Factor.** The Impervious Rate Factor of each lot or parcel of land shall be based upon the average percentage of impervious area. The Director of Engineering shall consider the following basis in assigning the Impervious Rate Factor for categories of development:

<i>Category of Development</i>	<i>Impervious Rate Factor Range</i>
Very Low Density Single-Family Residential (VLD SFR) 2.5 acres	0.10
Single-Family Residential (SFR) medium density	0.40
Single-Family Residential (SFR) high density	0.45 - 0.60
Multi-Family Residential (MFR)	0.70 – 0.85
Commercial (C)	0.60 - 0.80
Central Business District (CB)	0.95
Limited Industrial (IL)	0.70 – 0.85
Heavy Industrial (IH)	0.30 – 0.85

It shall be the responsibility of the Director of Engineering to determine the basic category of development for each lot or parcel of land in accordance with the schedule set forth above and based upon the percentage of impervious area and corresponding Impervious Rate Factor typical for the particular land use and/or zoning for that lot or parcel of land.

- (2) **Operations and Maintenance Rate.** Each lot or parcel of land shall be assessed a monthly base amount of two dollars and twenty cents (\$2.20) plus \$0.00023 per

square foot of net impervious area for operations and maintenance, subject to modification by the Town Board, as is otherwise provided for by this Article.

- a. The operation and maintenance rate portion of the Monthly Basin User Fee as established by this Section shall be set at one dollar (\$1.00) per month for the purpose of mosquito control.
- b. The aforesaid increase shall apply equally to each lot or parcel of land and shall be billed pursuant to the provision of this Section.
- c. The mosquito control portion of the Monthly Basin User fee established by this Article shall be segregated, credited and deposited in a special fund and shall not be transferred therefrom except to pay for expenses directly attributable to mosquito control. The funds assessed hereby shall not be used for general or other governmental or proprietary purposes of the Town, except to pay for the equitable share of the cost of accounting and management thereof.

(3) **Monthly Basin Improvement Rate.** Each lot or parcel of land shall be assessed a monthly amount for basin improvement, subject to modification by the Town Board, as is otherwise provided for by this Article. This rate is hereby established at \$0.000733 per square foot of net impervious area.

(4) **Area.** The Monthly Basin User Fee Rate calculation for each lot or parcel of land shall be predicated upon the net area in square feet of the lot or parcel.

(5) **Calculation.** The Monthly Basin User Fee for each lot or parcel of land shall be calculated in accordance with the following formula:

$$\text{Monthly Basin User Fee} = [(\text{Operations and Maintenance Rate}) \times (\text{Impervious Rate Factor}) \times (\text{Square Footage Area of Lot or Parcel of Land}) + \$2.20] + [(\text{Monthly Basin Improvement Rate}) \times (\text{Square Footage Area of Lot or Parcel of Land}) \times (\text{Impervious Rate Factor})]$$

- (c) The Monthly Basin User Fee shall not be collected in connection with any Town street, road or alley, or any railroad right-of-way used exclusively for trackage and related safety appurtenances.
- (d) The Monthly Basin User Fee assessed hereby shall be segregated, credited and deposited in a special fund and shall not be transferred therefrom except to pay for expenses directly attributable to the stormwater drainage activities as aforesaid. The Monthly Basin User Fee assessed hereby shall not be used for general or other governmental or proprietary purposes of the Town, except to pay for the equitable share of the cost of accounting and management thereof. Nothing contained herein shall prohibit the Town from making temporary interfund loans or transfers as may be specifically allowed by law.

Section 2. This Ordinance shall take effect at 12:01 a.m. on February 1, 2020.

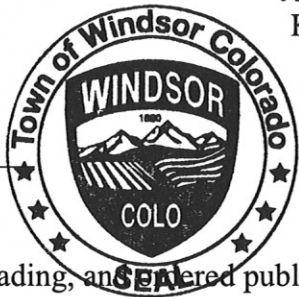
Introduced, passed on first reading, and ordered published this 9th day of December, 2019.

TOWN OF WINDSOR, COLORADO

By Kristie Melendez
Kristie Melendez, Mayor

ATTEST:

Krystal Eucker
Krystal Eucker, Town Clerk



Introduced, passed on second reading, and ~~SEALED~~ ordered published this 13th day of January, 2020.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk

[Seal]



MEMORANDUM

Date: January 13, 2020
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From: Ian D. McCargar
Re: Regional Treatment Plant site acquisition
Item #: C.3.

Background / Discussion:

The Town of Windsor has partnered with the Town of Severance, Town of Eaton and Fort Collins-Loveland Water District to acquire land for a future water treatment plant.

The property is part of a larger parcel owned by SPABS, LLC, and is located generally at the southeast corner of Colorado Boulevard (County Line Road) and Weld County Road 90 in unincorporated Weld County.

The attached Purchase Agreement contains a series of steps before closing to assure two primary purposes are met:

Identification of a specific surveyed parcel of no more than 150 acres, acceptable to both the Seller and Anheuser Busch (holder of a farm lease on the property); and

Site testing to be sure the selected parcel is geologically and environmentally suitable for the anticipated 10 mgd treatment facility.

The first step will be approval of the Agreement by all four purchasing entities, followed by execution and delivery of the agreed \$40,000 earnest money deposit. From there, the terms of the Agreement drive the remaining steps to closing.

The Agreement leaves the purchasing entities an exit if the identified parcel is rejected by the seller or Anheuser Busch, or if we are unable to resolve concerns with the condition of the property (including geotechnical matters).

The funds for the Town's one-quarter share of this acquisition were approved through a separate IGA with the other purchasing entities a year ago.

Financial Impact:

\$250,000 budgeted for 2020

Relationship to Strategic Plan:

Infrastructure

Recommendation:

Adopt Resolution No. 2020-01. Simple majority of those present required.

CC:

Shane Hale, Town Manager
John Thornhill, Community Development Director

ATTACHMENTS:

- ▢ Purchase Agreement (SPABS/Windsor/Severance/Eaton/FC-LWD)
- ▢ Vicinity map

- ▢ Funding IGA (2019)
- ▢ Resolution 2020-01

PURCHASE AGREEMENT

This Purchase Agreement ("**Agreement**") is made this 13th day of January, 2020 ("**Effective Date**"), by and between SPABS, LLC, a Colorado limited liability company ("**Seller**"), and THE TOWN OF WINDSOR, a Colorado home rule municipality, and THE TOWN OF EATON, a Colorado statutory town, and THE TOWN OF SEVERANCE, a Colorado statutory town, and THE FORT COLLINS-LOVELAND WATER DISTRICT, a Special District established pursuant to Title 32 of the Colorado Revised Statutes, as tenants in common (collectively, "**Purchaser**").

RECITALS

A. Seller is the owner of real property located in unincorporated Weld County, Colorado generally depicted on **Exhibit A** attached hereto (the "**Land**").

B. Purchaser desires to acquire a portion of the Land after undertaking certain due diligence as contemplated herein.

C. As used in this Agreement, the term "**Property**" means that portion of the Land elected for purchase by Purchaser in accordance with Section 1.2 (a) (iii) below, together with all of Seller's right, title and interest in and to: (i) all reversions, remainders, easements, rights-of-way, appurtenances, tenements and hereditaments appertaining to or otherwise benefiting or used solely in connection with the Property, if any; (ii) all streets and alleys abutting or adjoining the Property, if any; (iii) all existing improvements, structures and fixtures, if any, placed, constructed, installed or located on the Property, including but not limited to fences, gates, plants, trees, landscaping and other appurtenances, if any, but excluding all water and water rights and all minerals and mineral rights.

D. The Property is presently under an Agriculture Lease by and between Seller and Anheuser-Busch, LLC ("**AB**") dated December 19, 2018 (the "**Lease**"), which requires certain pre-approvals by AB to facilitate Purchaser's due diligence and to assure the ultimate release of the Property from the Lease.

E. Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth herein.

AGREEMENT

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

ARTICLE 1

PURCHASER'S DUE DILIGENCE

1.1 Earnest Money Deposit.

(a) **Deposit.**

(i) No later than seven (7) business days after execution and delivery of this Agreement by both Seller and Purchaser, Purchaser will deliver to Pan American Title and Escrow, LLC (the "**Title Company**") an earnest money deposit of Forty-Thousand Dollars (\$40,000.00) (together with all interest earned thereon, the "**Deposit**").

(ii) The Title Company will place the Deposit in one or more federally insured interest-bearing accounts and hold the Deposit pursuant to the terms and provisions hereof. The Deposit will be applied to the Purchase Price at the closing of the purchase contemplated hereby ("**Closing**"). In the event that this Agreement is terminated prior to the expiration of the Inspection Resolution Period (as defined in Section 1.4) or the acquisition contemplated hereunder is not closed for any reason other than Purchaser's default hereunder, the Deposit will be promptly returned to Purchaser.

1.2 **Purchaser's Due Diligence, Identification of Property.**

(a) **Surveys, Inspection, Geotechnical Services, Property Identification.**

(i) Seller's Documents. Within fourteen (14) days of the Effective Date, Seller shall deliver to Purchaser true copies then in Seller's possession of the following:

- Survey of the Land;
- All environmental investigation information, if any;
- All unrecorded easements, liens (including, without limitation, governmental improvements approved but not yet installed) and other matters affecting title but not recorded (including, without limitation, leases, options and rights of first refusal) of which Seller has actual knowledge, if any.

(ii) Purchaser's inspections. Commencing on the Effective Date of the Right of Entry Agreement in substantially the form attached hereto, incorporated herein and designated **Exhibit C** (the "**ROE Effective Date**"), and pursuant to the requirements therein, Purchaser and its agents shall be authorized to enter upon, and will have reasonable access to, that portion of the Land as further depicted on **Exhibit B** during daylight hours for purposes of inspecting, surveying and undertaking environmental and geotechnical testing of the Land. The Purchaser's obligations under the attached Right of Entry Agreement shall survive termination of this Agreement.

(iii) Identification of the Property. The Property shall consist of a parcel within the Land of approximately one-hundred-forty-four (144) acres, generally lying within Section 30 east of County Line Road, south of County Road 90, north (if feasible) of the Cactus Hill Ditch and

PURCHASE AGREEMENT

west of the blue area depicted in **Exhibit B** attached hereto and incorporated herein. Within thirty (30) days of the ROE Effective Date (the “**Property Identification Date**”), Purchaser shall, at Purchaser’s sole cost, present Seller with a preliminary boundary survey and corresponding legal description specifically identifying the Property or, at Purchaser’s sole election, notify Seller in writing of Purchaser’s termination of this Agreement. Seller shall approve or deny the Property, in writing, within fifteen (15) days following the Property Identification Date. If the Seller does not approve the Property and, after using commercially reasonable efforts to agree on the Property, the parties are not able to agree upon the Property within fifteen (15) days after Seller provided notice of Seller’s disapproval of the Property, either party may terminate this Agreement and, upon such termination, the Deposit shall promptly be returned to Purchaser and the parties shall be released from any obligations herein except for those obligations that expressly survive the termination of this Agreement. If Seller approves the Property, Seller shall request AB’s written consent to release the Property from the Lease on or before Closing (as defined in Section 8.1). Purchaser or Seller may terminate this Agreement if such consent is not provided to Purchaser within forty-five (45) days following the Property Identification Date. In the event either party terminates this Agreement in conformity with this sub-section, the Deposit shall promptly be returned to Purchaser, and the parties shall be released from any obligations herein except for those obligations that expressly survive the termination of this Agreement. If neither party terminate this Agreement as described in this sub-section, then this Agreement will remain in full force and effect in accordance with its remaining terms.

(b) Title Insurance Commitment. Within fourteen (14) days of Purchaser’s receipt of both Seller’s and AB’s consent to the Property, as described in sub-section (a)(iii) above (the “**Property Consent Date**”), Seller shall procure and deliver a current commitment for an owner’s title insurance policy for the Property (the “**Title Commitment**”), in an amount equal to the Purchase Price, to Purchaser. The Title Commitment shall contain owner’s extended coverage, committing to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics’ liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. The Title Commitment will be subject to Purchaser’s review during the Title Objections Period, as defined below. Once approved by Purchaser, the Title Commitment shall be known as the “**Approved Title Commitment.**”

(c) Survey. Purchaser shall deliver the Title Commitment to the surveyor that prepared the preliminary boundary survey described in Paragraph 1.2(a)(iii). Within thirty (30) days after receipt of the Title Commitment, Purchaser shall, at its sole cost, obtain a survey of the Property (the “**Survey**”).

1.3 **Objections and Resolution of Title Matters.** Within fourteen (14) days following Purchaser’s receipt of the Title Commitment (the “**Title Objections Period**”), Purchaser shall tender to Seller in writing any objections to the state of title in the Property. The parties shall use commercially reasonable efforts to resolve Purchaser’s objections to title in writing within seven (7) days of the Title Objections Period (the “**Title Resolution Period**”), provided that notwithstanding anything to the contrary contained in this Agreement the Purchaser shall not be

required to accept any proposed resolution and Seller shall not be obligated to cure any objection. Failure of Purchaser to tender written title objections within the Title Objections Period shall be deemed a waiver of Purchaser's title objections, if any. Failure of the parties to resolve Purchaser's timely title objections within the Title Resolution Period shall result in termination of this Agreement, unless Purchaser withdraws its objections in writing prior to expiration of the Title Resolution Period. If this Agreement is terminated in conformity with this sub-section, the Deposit shall promptly be returned to Purchaser, and the parties shall be released from any obligations herein, except for those that expressly survive the termination of this Agreement.

1.4 Objections and Resolution of Survey Matters. Within fourteen (14) days following Purchaser's receipt of the Survey (the "**Survey Objections Period**"), Purchaser shall tender to Seller in writing any objections to matters shown on the Survey. The parties shall use commercially reasonable efforts to resolve Purchaser's survey objections in writing within seven (7) days of the Survey Objections Period (the "**Survey Resolution Period**"), provided that notwithstanding anything to the contrary contained in this Agreement, the Purchaser shall not be required to accept any proposed resolution and Seller shall not be obligated to cure any objection. Failure of Purchaser to tender written survey objections within the Survey Objections Period shall be deemed a waiver of Purchaser's survey objections, if any. Failure of the parties to resolve Purchaser's timely survey objections within the Survey Resolution Period shall result in termination of this Agreement, unless Purchaser withdraws its objections in writing prior to expiration of the Survey Resolution Period. If this Agreement is terminated in conformity with this sub-section, the Deposit shall promptly be returned to Purchaser, and the parties shall be released from any obligations herein, except for those that expressly survive the termination of this Agreement.

1.5 Objections and Resolution of Inspection Matters. Within ninety (90) days of the Property Consent Date, Purchaser shall tender to Seller in writing any objections to the physical condition of the Property (the "**Inspection Objections Period**"). The parties shall use commercially reasonable efforts to resolve Purchaser's objections to the physical condition of the Property in writing within seven (7) days of the Inspection Objections Period (the "**Inspection Resolution Period**"), provided that notwithstanding anything to the contrary contained in this Agreement the Purchaser shall not be required to accept any proposed resolution and Seller shall not be obligated to cure any objection. Failure of Purchaser to tender written objections to the physical condition of the Property within the Inspection Objections Period shall be deemed a waiver of Purchaser's inspection objections, if any. Failure of the parties to resolve Purchaser's timely inspection objections within the Inspection Resolution Period shall result in termination of this Agreement, unless Purchaser withdraws its objections in writing prior to expiration of the Inspection Resolution Period. If this Agreement is terminated in conformity with this sub-section, the Deposit shall promptly be returned to Purchaser, and the parties shall be released from any obligations herein, except for those that expressly survive the termination of this Agreement.

ARTICLE 2

PURCHASE AND SALE OF THE PROPERTY

2.1 **Purchase.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, all of the Property, subject to and upon the terms and conditions set forth in this Agreement.

2.2 **Purchase Price.** The total purchase price (the “**Purchase Price**”) for the Property will be One-Million Dollars (\$1,000,000.00) payable in accordance with the following terms and conditions:

After deducting the Deposit, and subject to prorations and adjustments in accordance with Article 9 below, the balance of the Purchase Price will be paid to Seller by Purchaser at Closing by wire transfer of immediately available funds to the Title Company, for further payment to Seller.

ARTICLE 3

TITLE AT CLOSING

3.1 **Status of Title at Closing.** At Closing, Seller will convey to Purchaser, as tenants in common, title to the Property by special warranty deed in substantially the form attached hereto as **Exhibit D** free and clear of monetary liens and free and clear of the Lease, but subject to all other matters of record shown in the Approved Title Commitment and taxes and assessments for the year of Closing (the “**Deed**”).

ARTICLE 4

SELLER’S REPRESENTATIONS, WARRANTIES AND COVENANTS

Seller represents, warrants and covenants to Purchaser as set forth below in this Article 4 as of the Effective Date and as of Closing under this Agreement.

4.1 **Authority.** Subject to obtaining the ROE and AB’s Consent to the Property, Seller has the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement; any requisite entity action has been taken by Seller in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. The person signing this Agreement on behalf of Seller is authorized to do so.

4.2 **Binding Obligations.** Subject to obtaining the ROE and AB’s Consent to the Property, no third party approval or consent is required for Seller to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Seller are and will be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

PURCHASE AGREEMENT

4.3 **No Third-Party Interests.** Seller has not granted to any party any option, contract or other right to purchase the Property, or any portion thereof or any interest therein.

4.4 **Non-foreign Person.** Seller is not a foreign person, corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code or Income Tax Regulations).

4.5 **No Litigation or Governmental Action.** To Seller's knowledge, except in relation to the AB permit, there is no existing, pending or threatened (a) litigation, suit, action or proceeding before any court or administrative agency affecting the Property; or (b) governmental agency or court orders requiring repair, alteration or correction of any condition affecting the Property.

4.6 **No Condemnation.** To Seller's knowledge, there is no existing, pending or threatened condemnation proceeding affecting the Property.

ARTICLE 5 PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Seller as set forth below in this Article 5 as of the Effective Date and as of Closing under this Agreement.

5.1 **Authority.** Purchaser has (or will have prior to the expiration of the Property Identification Date) the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. All requisite action has been taken (or will be taken prior to the expiration of the Property Identification Date) by Purchaser in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Purchaser is authorized to do so.

5.2 **No Consents; Binding Obligations.** No third-party approval or consent is required for Purchaser to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Purchaser are and will be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms, subject to Purchaser obtaining the required internal consents prior to the expiration of the Property Identification Date.

ARTICLE 6 PURCHASER'S AGREEMENTS

6.1 **"As Is" Condition.** Purchaser expressly acknowledges that Seller does not make any representations or warranties regarding the present or future condition or operation of the Property, either express or implied. Without limiting the foregoing, Purchaser acknowledges that:

6.2 **Purchaser's Waivers.**

(a) PURCHASER AND ITS REPRESENTATIVES ARE BEING PROVIDED IN THIS AGREEMENT WITH AN ADEQUATE OPPORTUNITY TO FULLY INSPECT THE PROPERTY, AND TO BECOME FULLY FAMILIAR WITH THE PHYSICAL (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL) CONDITION THEREOF. PURCHASER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED IN THIS AGREEMENT, THE PROPERTY IS BEING PURCHASED BY PURCHASER IN AN "AS IS" AND "WHERE IS" CONDITION AND WITH ALL EXISTING DEFECTS (PATENT AND LATENT).

(b) PURCHASER IS NOT RELYING ON ANY AGREEMENT, UNDERSTANDING, CONDITION, WARRANTY (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR REPRESENTATION MADE BY SELLER, ANY DIRECTOR, OFFICER, AGENT, EMPLOYEE OR PRINCIPAL OF SELLER, OR ANY OTHER PARTY REPRESENTING SELLER AS TO THE PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL CONDITION), OR AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO ANY PERMITTED USE THEREOF, THE ZONING CLASSIFICATION THEREOF OR COMPLIANCE THEREOF WITH FEDERAL, STATE OR LOCAL LAWS.

(c) THIS SECTION 6.2 SHALL SURVIVE CLOSING AND DELIVERY OF THE DEED BY SELLER, AND SHALL BE DEEMED INCORPORATED BY REFERENCE AND MADE A PART OF ALL DOCUMENTS DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE SALE OF THE PROPERTY.

ARTICLE 7 CASUALTY

The risk of casualty loss to the Property will remain with Seller prior to Closing. In the event that the Property is damaged by fire, flood or other casualty prior to Closing, then Purchaser may elect, at its sole option, either (i) to terminate this Agreement and recover its Deposit, in which case both Seller and Purchaser will be released from further responsibility hereunder, or (ii) to waive its right to terminate this Agreement and to consummate the transaction contemplated hereby, in which case Seller will assign to Purchaser all of Seller's right to receive the insurance proceeds, if any, payable as a result of such casualty damage, but not exceeding the Purchase Price, and Purchaser will be entitled to an abatement of the Purchase Price in an amount equal to the applicable insurance deductibles.

ARTICLE 8 CLOSING

8.1 **Time and Procedures.** Closing under this Agreement ("**Closing**") will take place on a date fifteen (15) days following the expiration of the Inspection Resolution Period, or as otherwise agreed by the parties in writing. Closing will be conducted by delivery of all documents

and funds to the Title Company for delivery, disbursement or recording by the Title Company, as applicable, in accordance with the terms of this Agreement. The parties may issue supplemental instructions to the Title Company to accomplish Closing, provided that such instructions are consistent with the terms of this Agreement or are otherwise approved by the parties.

8.2 **Deliveries.** At Closing the following will occur:

(a) Deed. Seller will deliver to Purchaser a duly executed and acknowledged Deed as provided in Section 3.1.

(b) Payment. Purchaser will pay to Seller the Purchase Price as provided in Section 2.2.

(c) Possession. Possession of the Property will be delivered to Purchaser.

(d) Non-Foreign Certificate. Seller will execute and deliver to Purchaser and the Title Company an affidavit that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

(e) Miscellaneous Documents. Each of Seller and Purchaser will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be required by the Approved Title Commitment, or reasonably requested by the other party or the Title Company in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement in a manner consistent with the terms of this Agreement.

ARTICLE 9 PRORATIONS AND CLOSING EXPENSES

9.1 **Closing Adjustments.** The cash due at Closing pursuant to Section 8.2 (b) will be subject to adjustment as of Closing in accordance with the following provisions:

(a) Property taxes will be prorated at Closing based on the most recent information available, with the proration to be final and not subject to any post-closing adjustment. If the Property is not a separate tax parcel, the real property taxes and assessments allocated to the Property shall be based on the approximate gross square footage of the Property as compared to the gross square footage of the tax parcel(s) of which the Property is a part, or shall be otherwise allocated on an equitable basis if the Property and other portions of such tax parcel(s) have different values.

(b) Purchaser will pay the fee for recording the Deed, one-half of the Title Company's closing fee, all costs associated with any endorsements to the title insurance policy requested by Purchaser, Purchaser's attorneys' fees and costs, all transfer taxes, and all other closing costs not paid by Seller as set forth in Section 9.1 (c).

(c) Seller will pay its attorneys' fees and costs, the real estate brokerage commission as set forth in Section 11.1, the premium for the title insurance policy based on the Approved Title Commitment, one-half of the Title Company's closing fee, and any costs required to deliver title to the Property free and clear of monetary liens, but subject to all other matters of record shown in the Approved Title Commitment.

9.2 **Settlement Statement.** At Closing, Seller and Purchaser will execute a Closing settlement statement to reflect the credits, prorations, and adjustments contemplated by or specifically provided for in this Agreement.

ARTICLE 10 REMEDIES

10.1 **Breach by Seller.** Time is of the essence of Seller's obligations hereunder. If Seller fails to comply with any of its obligations hereunder which are required to be performed at or prior to Closing, and such failure continues for five (5) business days after delivery of written notice thereof from Purchaser to Seller, Purchaser, at Purchaser's option, will be entitled to: (i) terminate this Agreement and obtain the prompt refund of the Deposit, whereupon the parties will be discharged from all duties and performance hereunder; or (ii) treat this Agreement as being in full force and effect and seek specific performance. The foregoing provisions of this Section 10.1 will not affect Purchaser's rights under Section 11.1 or Purchaser's right to recover its attorneys' fees from Seller under the provisions of Section 10.3.

10.2 **Breach by Purchaser.** Time is of the essence of Purchaser's obligations hereunder. If Purchaser fails to comply with any of its obligations hereunder which are required to be performed at or prior to Closing, and such failure continues for five (5) business days after delivery of written notice thereof from Seller to Purchaser, Seller, as its sole and exclusive remedy, will be entitled to terminate this Agreement and have the Deposit paid to Seller as liquidated damages. PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX SELLER'S ACTUAL DAMAGES IN THE EVENT PURCHASER FAILS TO PURCHASE THE PROPERTY IN ACCORDANCE HERewith. SUCH DAMAGES MAY INCLUDE, WITHOUT LIMITATION, SELLER'S COST WITH RESPECT TO THIS TRANSACTION, THE LOSS OF OTHER OPPORTUNITIES TO SELLER AND THE PROPERTY TAX AND INTEREST BURDEN OF CARRYING THE PROPERTY DURING THE PERIOD THE PROPERTY IS KEPT OFF THE MARKET AS A RESULT OF THIS AGREEMENT. PURCHASER AND SELLER AGREE THAT A SUM EQUAL TO THE DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WOULD INCUR AND IS NOT A PENALTY. ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES ARISING FROM OR RELATED TO THIS AGREEMENT ARE EXPRESSLY WAIVED BY SELLER. SELLER HEREBY WAIVES THE PROVISIONS OF ANY STATUTES WHICH ARE INCONSISTENT WITH THE INTENT OF PURCHASER AND SELLER AS SET FORTH HEREIN. The foregoing provisions of this Section 10.2 will not affect Seller's rights under Section 11.1 or Seller's right to recover its attorneys' fees from Purchaser under the provisions of Section 10.3.

10.3 **Attorneys' Fees.** In the event of any litigation or legal action arising out of this Agreement, the court will award the prevailing party its reasonable costs and expenses incurred in connection with such litigation or legal action, including, without limitation, its reasonable attorneys' fees and costs, except as limited and only as permitted under Colorado law with respect to local governments. Nothing herein shall be deemed to waive or modify the fiscal limitations imposed on local governments as set forth in the Colorado Constitution.

ARTICLE 11 GENERAL PROVISIONS

11.1 **Brokers.** In connection with Purchaser's purchase of the Property pursuant to this Agreement, Purchaser is represented by A. Bruce Johnson & Associates, Ltd. ("**Purchaser's Broker**") and Seller is represented by Thomas R. Reznik of Realtec Greeley ("**Seller's Broker**") and collectively with the Purchaser's Broker, the "**Brokers**"). Upon the Closing, Seller shall pay a real estate brokerage commission to the Brokers pursuant to a separate agreement. Except as limited and only as permitted under Colorado law with respect to local governments, if any additional claims for brokers' or finders' fees for the consummation of this Agreement arise, then Purchaser hereby agrees to indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement or representation or agreement by Purchaser. Seller hereby agrees to indemnify, save harmless and defend Purchaser if such claims shall be based upon any statement, representation or agreement made by Seller.

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

11.3 **Survival.** All of the parties' representations, warranties, covenants and agreements hereunder, to the extent not fully performed or discharged by or through Closing, will not be deemed merged into any instrument delivered at Closing and will remain fully enforceable thereafter for a period of one (1) year after the Closing, but only if notice of a claim is received during such one (1) year period.

11.4 **Dates.** If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the expiration of the Contingency Period or the Closing Date) should, under the terms hereof, fall on a weekend or holiday, then such date will be automatically extended to the next succeeding weekday that is not a holiday.

11.5 **Governing Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Colorado. Any action brought to enforce or interpret this Agreement shall be brought in the state courts of Colorado sitting in Weld County.

11.6 **Notices.** Any notice required or permitted to be sent pursuant to this Agreement must be in writing and will be deemed given, sent, delivered and received upon the earlier of: (i) when personally or actually delivered; or (ii) three (3) business days after having been deposited in a U.S. Postal Service depository and sent by registered or certified mail, return receipt requested, with all required postage prepaid; (iii) upon confirmed facsimile transmission and the deposit of the original in a U.S. Postal Service depository, with all required postage; (iv) by e-mail; or (iv) one (1) business day after being deposited with a commercial overnight courier and sent by overnight delivery for next business day delivery, with all required charges prepaid; and addressed:

If to Seller:

SPABS LLC
4100 E Mississippi Ave, Suite 500
Glendale, CO 80246
Attn: Andrew R. Klein
Telephone No.: 303-984-9800
Facsimile No.: 303-984-9874
E-mail: aklein@westsideinv.com

with a copy to:

Westside Property Investment Company, Inc.
4100 E Mississippi Ave, Suite 500
Glendale, CO 80246
Attn: Michael M. Schroeder, Esq.
Telephone No.: 303-984-9800
Facsimile No.: 303-984-9874

If to Purchaser:

Town of Severance, Attention Town Administrator
P.O. Box 339
Severance, CO 80546
Telephone No.: (970) 686-1218
Email: manager@townofseverance.org

with a copy to:

Bell Gould Linder & Scott
322 East Oak Street
Fort Collins, CO 80524
Telephone No.: (970)-493-8999
Facsimile No.: (970) 224-9188

PURCHASE AGREEMENT

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and

Fort Collins-Loveland Water District, Attn: District Manager
5150 Snead Drive
Fort Collins, CO 80525
Telephone No.: (970) 226-3104
Facsimile No.: (970) 226-0186
Email: chrism@fclwd.com

with a copy to:

Collins, Cockrel & Cole, Attn: Bob Cole
390 Union Boulevard, Suite 400
Denver, Colorado 80228-1556
Telephone: (303) 986-1551
Facsimile: (303) 986-1755
Email: rcole@cccfirm.com

and

Town of Windsor, Attn: Town Manager
301 Walnut Street
Windsor, CO 80550
shale@windsorgov.com

with a copy to:

Town Attorney
301 Walnut Street
Windsor, CO 80550
imccargar@windsorgov.com

and

TOWN OF EATON
Attention: Town Administrator
223 1st Street
Eaton, CO 80615
Facsimile: (970) 454-3339
Email: jeff@eatonco.org

PURCHASE AGREEMENT

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with a copy to:

Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
1437 N. Denver Avenue, No. 330
Loveland, CO 80538
Facsimile: (970) 797-1806
Email: avi@rocklinlaw.com

Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section 11.6.

11.7 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Purchaser shall not assign this Agreement without Seller's consent, such consent not to be unreasonably withheld, conditioned or delayed.

11.8 Facsimile and Electronic Signatures; Electronic Records. The facsimile or electronic signature of any party on this Agreement will be deemed an original for all purposes. The parties agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

11.9 Counterparts. This Agreement may be executed in multiple counterparts, all of which, together, will be deemed one and the same original document.

11.10 Section Headings. The section headings in this Agreement are for convenience and are not intended to indicate completely or accurately the contents of the sections which they introduce, and shall have no bearing on the construction of the sections which they introduce.

11.11 Funds Availability. All fiscal obligations of Purchaser herein, and each of them, shall be subject to appropriation and legal availability of funds.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the Effective Date.

SELLER:

SPABS, LLC

By: ARK Squared LLC, a Colorado limited liability company, its Manager

By: _____
Andrew R. Klein, Authorized Signatory

PURCHASER:

Town of Severance

By: _____
Title: _____

Town of Windsor

Shane Hale, Town Manager

Town of Eaton

By: Kevin Ross, Mayor
Attest:

Margaret Jane Winter, Town Clerk

Fort Collins-Loveland Water District

By: _____
Title: _____

A PORTION OF SECTION 14, 15, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30 AND 32, TOWNSHIP 8 NORTH, RANGE 67 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO



ALTA/NSPS LAND
TITLE SURVEY
TOWNSHIP 8 NORTH,

WELD COUNTY PROPERTIES

DATE: 12/06/2018

DESIGNED: JAN

DRAWN:	JAN
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REVIEWED: EAB
FIELD BOOK NO.: SAM-2475

SECRET FILE.

SECTION 30

PARCEL 14

金銀價 40-45圓。

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PROJECT NO.: 0130711.01

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EXHIBIT
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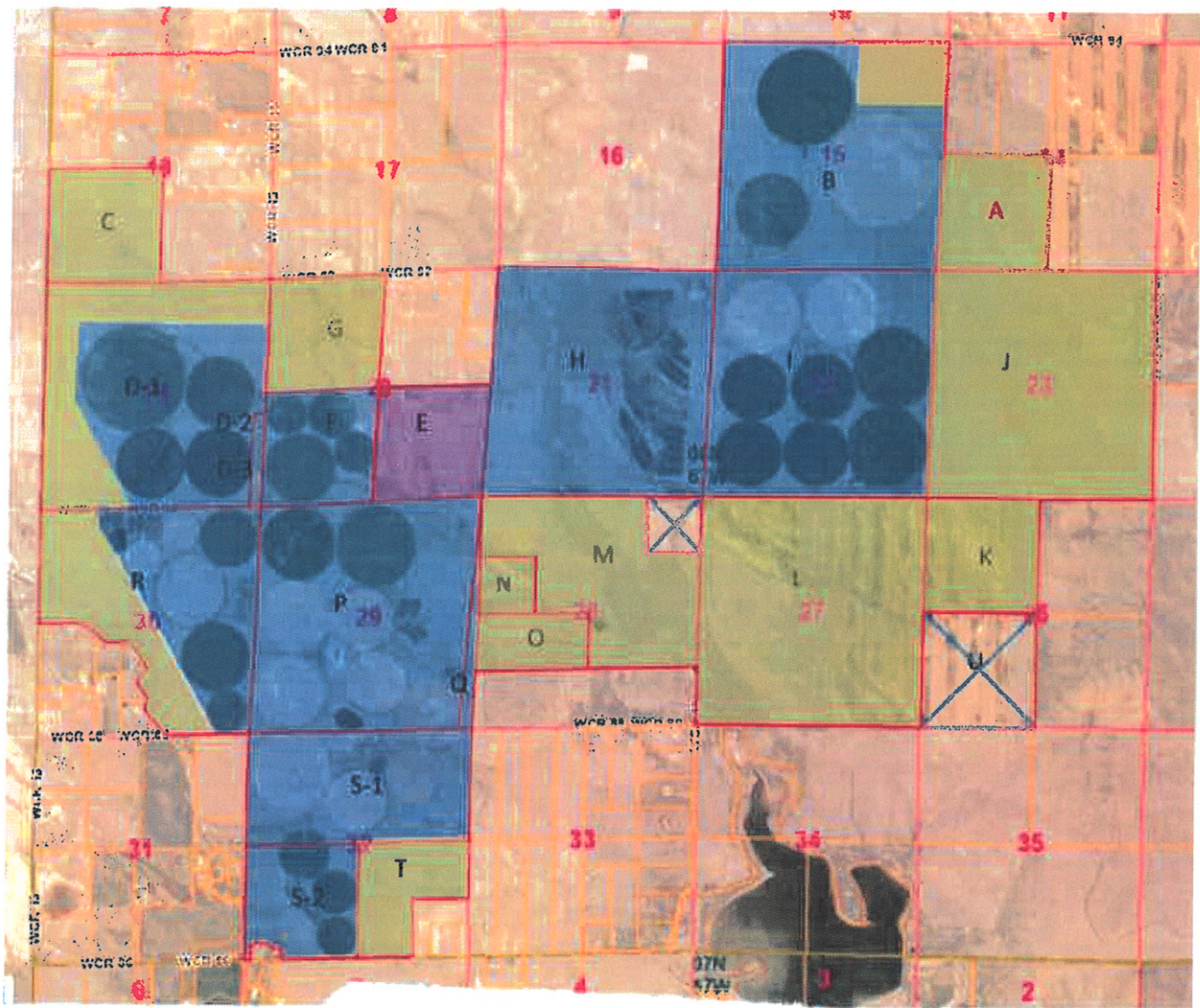


EXHIBIT
B

EXHIBIT C
to
PURCHASE AGREEMENT
(Right of Entry Agreement)

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (this “Agreement”) is granted this [same date as Purchase & Sale Contract], by and between SPABS LLC, a Colorado limited liability company (“Landowner”) of property described as vacant land as generally depicted on Exhibit A attached hereto and incorporated herein by this reference (“Property”) and ANHEUSER-BUSCH, LLC, a Missouri limited liability company (“Tenant”) as the tenant of the Property, and THE TOWN OF WINDSOR, a Colorado home rule municipality, and THE TOWN OF EATON, a Colorado statutory town, and THE TOWN OF SEVERANCE, a Colorado statutory town, and THE FORT COLLINS-LOVELAND WATER DISTRICT, a Special District established pursuant to Title 32 of the Colorado Revised Statutes (collectively, the “Purchasers”), for the purposes of performing inspections, land surveys, soils testing, environmental and geotechnical testing, real estate appraisals, utility locates and similar work (“Work”).

1. Subject to the additional instructions below, Landowner represents that it owns the Property and has the authority to make this grant of Right of Entry and Tenant represents that it leases the Property and has the authority to make this Agreement.
2. Landowner and Tenant grant to the Purchasers, its employees, agents, contractors, consultants and representatives (collectively, the “Purchasers’ Representatives”), the right to enter upon the Property for the purposes of performing the Work for the period of time commencing on the date first written above and terminating on [end-date here].
3. The activities of the Purchasers’ Representatives will be coordinated with Tenant as set forth below so as not to unreasonably interfere with Landowner or Tenant’s activities.
4. The Purchasers shall be responsible for all costs associated with the Work and this Agreement. The Purchasers acknowledge that nothing in this Agreement shall authorize the Purchasers or the Purchasers’ Representatives, or any person dealing with, through or under the Purchasers or the Purchasers’ Representatives, to subject any of the Property to mechanic's liens. The Purchasers shall not permit or suffer and, to the extent permitted or suffered, cause to be removed and released of record within thirty (30) days of Landowner’s request, any mechanic’s lien, materialman’s or other lien on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with the Work.
5. The Purchasers shall coordinate entry upon the Property with Duane Sellmer, Manager of Operations for Nutriturf. Duane can be reached at (970) 372-3642 or (970) 381-5167 or by email

at duane.sellmer@anheuser-busch.com. Once coordination of entry is confirmed by Purchaser and Mr. Sellmer, Purchasers' Representatives will have access to the Property as provided under this Agreement.

6. The Purchasers agree to require all Purchasers' Representatives hired to do Work to obtain and maintain the following policies of insurance for so long as such Purchasers' Representatives are performing the work:

- a) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.
- b) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and FIVE MILLION DOLLARS (\$5,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
- c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each accident with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

Landowner and Tenant shall be named as additional insureds and each such policy shall include a waiver of subrogation. Such coverage shall be primary with respect to such usage and any insurance maintained by such additional insureds shall be excess with regard to the Purchasers' uses and not contributing with the insurance of such additional insureds. Prior to entering the Property, the Purchasers will deliver to Landowner a certificate of insurance evidencing all of the foregoing insurance.

7. Only to the extent allowed under law, and without in any manner waiving the protections, procedural requirements, defenses and monetary limitations on damages provided for in the Colorado Constitution and the Colorado Governmental Immunity Act, the Purchasers agree that they shall require the Town's Representatives (other than the Purchasers) to indemnify and hold Landowner and Tenant harmless from and against any and all loss, cost, expense (including attorneys' fees), claims, demands, causes of action, liability, and damages, to the extent resulting or arising out of any negligent act or omission of the Purchasers and the Town's Representatives during the term of this Agreement or in any way related to the negligent performance of the Work.

8. As a condition of the granting of this Agreement the Purchasers covenant and agree to restore the Property to a level comparable to the condition of the Property prior to the Purchasers undertaking the Work.

9. The Parties hereto agree that none of them has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein and no oral representation, promise or consideration different from the terms herein contained shall be binding on any Party or its agents or employees hereto.

10. Any notice required or permitted to be given by or to any party under this Agreement shall be in writing, except as otherwise provided in this Agreement, and addressed as follows:

To Landowner:

SPABS LLC
4100 East Mississippi Ave, Suite 500
Glendale, California 80246
Attention: Andrew R. Klein

To Tenant:

Anheuser-Busch, LLC
One Busch Place
St. Louis, Missouri 63118
Attention: Legal Department

If to the Purchasers:

Town of Severance, Attention Town Administrator
P.O. Box 339
Severance, CO 80546
Telephone No.: (970) 686-1218
Email:manager@townofseverance.org

with a copy to:

Bell Gould Linder & Scott
322 East Oak Street
Fort Collins, CO 80524
Telephone No.: (970)-493-8999
Facsimile No.: (970) 224-9188

and

Fort Collins-Loveland Water District, Attn: District Manager
5150 Snead Drive
Fort Collins, CO 80525
Telephone No.: (970) 226-3104

Facsimile No.: (970) 226-0186
Email: chrism@fclwd.com

with a copy to:

Collins, Cockrel & Cole, Attn: Bob Cole
390 Union Boulevard, Suite 400
Denver, Colorado 80228-1556
Telephone: (303) 986-1551
Facsimile: (303) 986-1755
Email: rcole@cccfirm.com

and

Town of Windsor, Attn: Town Manager
301 Walnut Street
Windsor, CO 80550
shale@windsorgov.com

with a copy to:

Town Attorney
301 Walnut Street
Windsor, CO 80550
imccargar@windsorgov.com

and

TOWN OF EATON
Attention: Town Administrator
223 1st Street
Eaton, CO 80615
Facsimile: (970) 454-3339
Email: jeff@eatonco.org

with a copy to:

Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
1437 N. Denver Avenue, No. 330
Loveland, CO 80538
Facsimile: (970) 797-1806
Email: avi@rocklinlaw.com

Such notices shall be deemed to have been given three (3) days after having been deposited in the United States mail, certified or registered, return receipt requested; upon receipt when hand

delivered; or the next day when sent guaranteed overnight delivery by Federal Express or another national overnight delivery service. Any party may, at any time, change its address for notice purposes by providing a notice in accordance herewith stating the change and setting forth the new address.

11. In the event any party defaults in any of its obligations hereunder, the defaulting party shall have thirty (30) days after receipt of written notice of such default to cure any such default and after the expiration of such period, the non-defaulting party shall have all rights and remedies at law or in equity and shall have the right to terminate this Agreement upon ten (10) days' notice.

12. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representative, successors, heirs, and assigns.

IN WITNESS WHEREOF, Landowner and Tenant have executed this Agreement and the Purchasers have accepted the same on the terms and conditions set forth herein effective as of the date first written above.

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

LANDOWNER: SPABS LLC, a Colorado limited liability company

By: _____

Its: _____

Phone: _____

Email: _____

TENANT: Anheuser-Busch, LLC, a Missouri limited liability company

By: _____

Its: _____

Phone: _____

Email: _____

By: _____

Its: _____

Phone: _____

Email: _____

Town of Severance

By:

Title:

Town of Windsor
Shane Hale, Town Manager

Town of Eaton

By: Jeffrey Schreier

Title: Town Administrator

Fort Collins-Loveland Water District

By:

Title:

EXHIBIT D

(Form Special Warranty Deed from Seller to Buyer)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
THIS DEED AND ALL
TAX STATEMENTS TO:

(Space Above For Recorder's Use)

SPECIAL WARRANTY DEED

This Special Warranty Deed (this "Deed") is dated this ____ day of _____, 20__, between SPABS LLC, a Colorado limited liability company ("Grantor") and THE TOWN OF WINDSOR, a Colorado home rule municipality, and THE TOWN OF EATON, a Colorado statutory town, and THE TOWN OF SEVERANCE, a Colorado statutory town, and THE FORT COLLINS-LOVELAND WATER DISTRICT, a Special District established pursuant to Title 32 of the Colorado Revised Statutes, as tenants in common (collectively, "Grantee") whose address is 301 Walnut Street, Windsor, C) 80550.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, and Grantee's successors and assigns forever, all of that certain real property, together with all improvements, if any, situate, lying and being in the County of Weld, State of Colorado, and more particularly described on Exhibit A attached hereto (the "**Property**");

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances;

SUBJECT TO the "**Permitted Exceptions**" attached hereto as Exhibit B and incorporated herein by this reference;

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto Grantee, and Grantee's successors and assigns forever. Grantor, for Grantor's successors and assigns, do covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee, and Grantee's successors and assigns, against all and every person claiming the whole or any part thereof, by through or under Grantor, subject to the Permitted Exceptions.

EXCEPTING AND RESERVING TO GRANTOR, its successors and assigns forever, all right, title and interest in and to all oil, gas, and other liquid hydrocarbon substances, casinghead gas, coal, carbon dioxide, helium, geothermal resources on, in or that may be produced from the Property, and shall retain the right to develop and remove the same, regardless of their intended use or current commercial value; provided that Grantor, for itself, its successors and assigns hereby relinquishes and quit claims to Grantee, its successors and assigns all rights to enter on or use and shall be prohibited from using the surface of the Property (or any portion thereof) to exercise the rights reserved in this subsection. Such relinquishment and quit claim of surface rights by Grantor shall be permanent.

FURTHER EXCEPTING AND RESERVING TO GRANTOR, its successors and assigns forever all right, title, and interest (including all right, title and interest under Colorado Revised Statutes Section 37-90-137) in and to all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, water wells and well rights, whether tributary or nontributary, on, underlying, appurtenant to or used or to be used on or in connection with the Property, whether appropriated, conditionally appropriated or unappropriated and whether adjudicated or unadjudicated, including without limitation any and all rights of use, reuse and successive use of all water and water rights produced on or used on or upon the Property, including all recirculated irrigation water supplies, surface runoff, irrigation return flow, and municipal or domestic effluent flows, and including as well without limitation all State Engineer filings, well registration statements, well permits, well permit applications, decrees and pending water court applications, and any well equipment or other personalty or fixtures currently used for the supply, diversion, storage, treatment or distribution of water on or in connection with the Property. Grantee does not and shall not object to the extraction or appropriation by Grantor of any tributary or nontributary ground water, including without limitation ground water in the Dawson, Denver, Arapahoe, Laramie-Fox Hills, Box Elder, Pawnee, South Platte, Dakota or any other aquifers, underlying the surface of the Property and, to the extent that the consent of Grantee may be required by Colorado law, including but not limited to Colorado Revised Statutes Section 37-90-137, to the withdrawal or appropriation of any such water by Grantor, the consent is hereby given. Grantee, for itself, its successors and assigns, hereby waives its right to receive notice pursuant to Colorado Revised Statutes Sections 37-90-137 and 37-92-302 of any well permit application or water court application affecting the ground water underlying the Property. Notwithstanding the foregoing, Grantor agrees that in the exercise of the rights reserved in this section: (i) Grantor, for itself, its successors and assigns hereby relinquishes and quit claims to Grantee, its successors and assigns all rights to enter on or use and shall be prohibited from using the surface of the Property (or any portion thereof) to exercise the rights reserved in this subsection, and (ii) Grantor's activities shall not unreasonably interfere with or unreasonably restrict the Grantee's use of the Property and in no event shall the extraction of water from beneath the Property undermine lateral and subjacent support of the surface of the Property.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first written above.

GRANTOR:

SPABS LLC., a Colorado limited liability company

By: ARK Squared LLC, a Colorado limited liability company, its Manager

By: _____
Name: Andrew R. Klein
Title: Authorized Signatory

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Andrew R. Klein, as Authorized Signatory of ARK Squared LLC, a Colorado limited liability company, as Manager of SPABS LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires:_____

Notary Public

EXHIBIT A
to
Special Warranty Deed

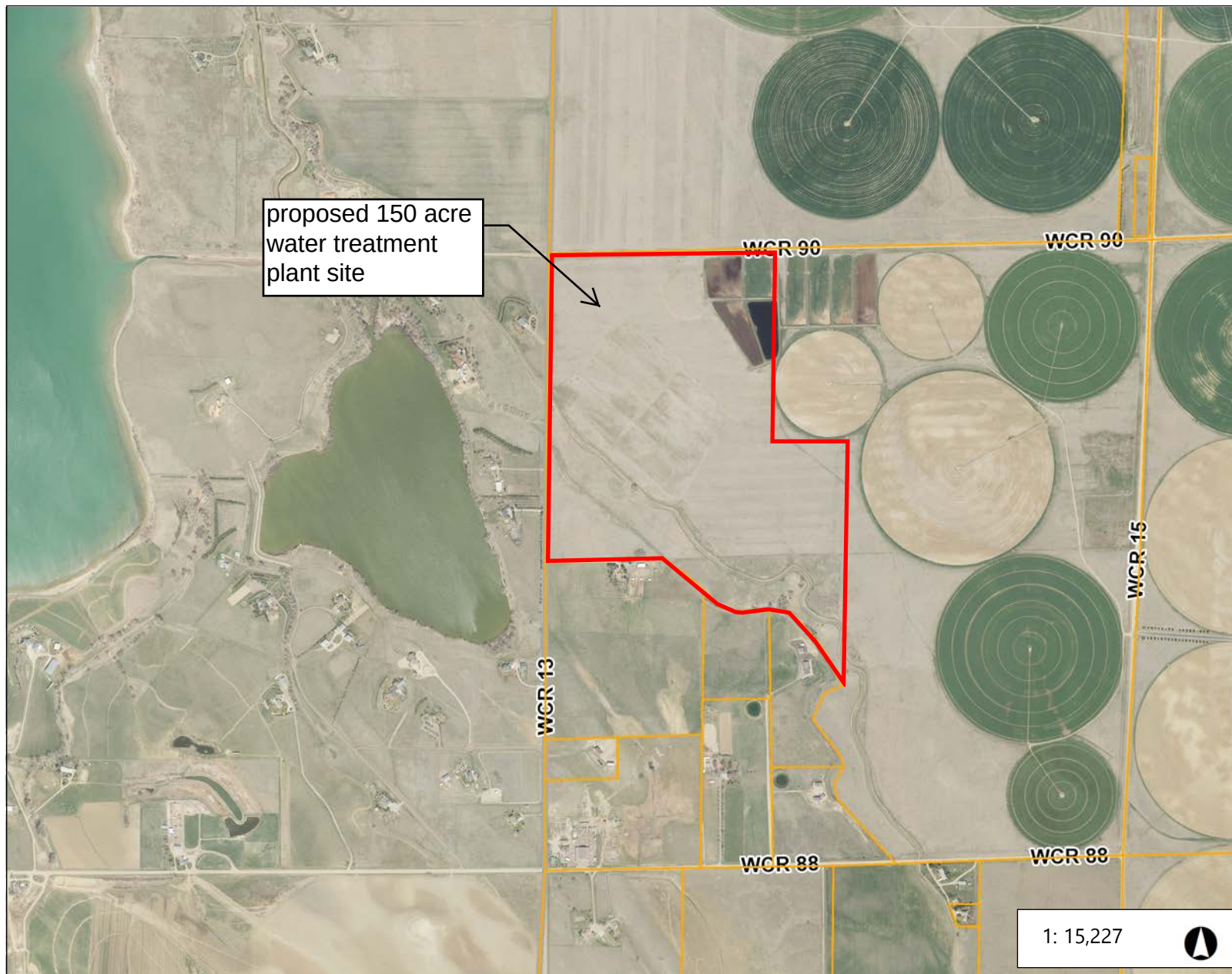
Legal Description

(LEGAL DESCRIPTION OF PROPERTY APPROVED BY PURCHASER AND SELLER TO
BE ADDED)

EXHIBIT B
to
Special Warranty Deed

Permitted Exceptions

1. TAXES AND ASSESSMENTS FOR THE YEAR 2019 AND SUBSEQUENT YEARS.
(EXCEPTIONS FROM THE APPROVED TITLE COMMITMENT TO BE ADDED)



Legend

- Parcels
- Address Label
- Highway
- County Boundary

Notes

2,537.9 0 1,268.93 2,537.9 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**INTERGOVERNMENTAL AGREEMENT
CONCERNING PURCHASE OF REAL PROPERTY
FOR PROSPECTIVE WATER TREATMENT PLANT**

THIS INTERGOVERNMENTAL AGREEMENT ("Intergovernmental Agreement") is made and entered into on the Effective Date, as defined below, by and among the TOWN OF EATON, a statutory town and political subdivision of the County of Weld, State of Colorado, the TOWN OF SEVERANCE, a statutory town and political subdivision of the County of Weld, State of Colorado, the TOWN OF WINDSOR, a home rule municipality and political subdivision of the Counties of Weld and Larimer, State of Colorado, and the FORT COLLINS-LOVELAND WATER DISTRICT, a quasi-municipal corporation and political subdivision of the County of Larimer, State of Colorado (individually, "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, the Parties are authorized and empowered to supply water for domestic and other public and private purposes by any available means, and to provide all necessary property, diversion works, reservoirs, treatment works and facilities, equipment and appurtenances incident thereto; and

WHEREAS, the Parties anticipate an increased need for treated water service as their populations continue to grow and recognize that the establishment of water treatment facilities in the near future is reasonable and necessary to serve anticipated customer demand; and

WHEREAS, the Northern Integrated Supply Project ("NISP") is a proposed water storage and distribution project that will provide new and reliable water supplies; and

WHEREAS, the U.S. Army Corps of Engineers anticipates the completion of a final environmental impact statement in 2018 and a record of decision regarding the development of the project in 2019; and

WHEREAS, the Parties each have contractual rights to participate in NISP; and

WHEREAS, to establish water treatment facilities and utilize the anticipated NISP water rights, the Parties have been working cooperatively to develop infrastructure for the treatment and delivery of the NISP water to their citizens through a shared infrastructure project, which includes the potential construction of water treatment facilities; and

WHEREAS, in furtherance of the possibility of constructing water treatment facilities, the Parties have an opportunity to purchase real property consisting of approximately 150 acres generally located in the West 1/2 Section 30, Township 8 North, Range 67 West of the 6th P.M., Weld County, Colorado, and generally depicted on **Exhibit A** attached hereto and incorporated herein by reference ("Property"), which Property shall be more fully defined subsequent to completion of due diligence and a survey; and

WHEREAS, the Parties desire to jointly purchase the Property and thereafter hold the

Property until NISP is approved and the Parties are assured that the NISP facilities and related infrastructure will be constructed, at which point the Parties anticipate establishing a water authority, as defined in Section 29-1-204.2, C.R.S., and conveying the Property to such water authority; and

WHEREAS, to effectuate the purchase of the Property, the Parties anticipate entering into a Contract to Buy and Sell Real Estate (Land) ("Purchase Contract"); and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement for the purpose of memorializing their current intent and coordinating their efforts with respect to the purchase of the Property and the potential establishment of water treatment facilities to utilize their NISP water rights; and

WHEREAS, Colorado Constitution Article XIV, Section 18(2), and Section 29-1-203, C.R.S., authorize the Parties to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, which may include the sharing of costs or debt; and

WHEREAS, the Parties have determined that the execution of this Intergovernmental Agreement achieves greater efficiencies for the provision of services to the public and is the best interests of each Party hereto.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. RECITALS AND EFFECTIVE DATE: The Parties recognize and agree that the Recitals set forth above are true and correct and are incorporated into this Intergovernmental Agreement as if fully set forth herein. The effective date of this Agreement shall be the date that it is executed by all the Parties ("Effective Date").

2. PURCHASE OF PROPERTY: On the condition that the Parties are able to reach agreement with the seller of the Property on the terms of the purchase and enter into a Purchase Contract, the Parties hereby agree to take all reasonable steps to effectuate the purchase of the Property and to split evenly any costs associated therewith. If the Parties mutually determine that the purchase of the Property is warranted after due diligence is conducted pursuant to the Purchase Contract, the Parties agree to purchase the Property for One Million Dollars (\$1,000,000). The Parties shall each pay one-quarter, or twenty-five percent (25%), of the purchase price in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) each. Each Party recognizes and agrees that it has good and sufficient funds to purchase the Property and no Party will incur debt, in the form of a loan or otherwise, to acquire the Property. The Property shall, at no time, be subject to a deed of trust, mortgage, lien or any other security interest. The Parties shall hold the property as tenants in common. Once purchased, the Parties agree to split evenly all costs related to and associated with the Property until a Water Authority is created, as set forth in Paragraph 4 below.

3. FEASIBILITY STUDY: The Parties have obtained an initial feasibility study conducted by Black & Veatch dated June 6, 2017. Subsequent to the purchase of the Property, if a majority of the Parties hereto ascertain that an additional study is warranted to determine, among other potential issues, the size and scope of the anticipated water treatment plant, whether the water

treatment plant will have the capability to treat water from sources other than NISP and whether the water treatment plant will have the capability to treat NISP water delivered from other governmental entities, then the Parties agree to commission a subsequent study and split the cost of such subsequent study evenly.

4. CREATION OF A WATER AUTHORITY: At some reasonable time after approval of NISP, the Parties agree to enter into a contract pursuant to Section 29-1-204.2, C.R.S., establishing a separate governmental entity to develop the water resources, systems and facilities ("Water Authority"). The Parties shall thereafter convey the Property to the Water Authority.

5. SALE OF THE PROPERTY: In the event any Party desires to sell such Party's ownership interest in the Property prior to the establishment of a Water Authority, the remaining Parties agree to purchase such Party's ownership interest for the amount originally paid plus interest at the average annual interest rate the municipality has earned on its general funds during the preceding twelve (12) months compounded annually, or for the fair market value at the time of the sale, whichever is less. By mutual agreement, the Parties remaining subject to this Intergovernmental Agreement may agree upon a different allocation for the purchase of the Property. If all the Parties desire to sell the Property prior to the establishment of a Water Authority, then the Property may be sold to a third-party purchaser for the fair market value, with the net proceeds to be divided among the Parties in proportion to each Party's contribution towards the purchase of the Property. In the event any Party desires to sell such Party's share of the Property subsequent to the establishment of a Water Authority, then such Party must sell pursuant to the terms of the establishing contract for the Water Authority.

6. NISP NOT APPROVED: The Parties anticipate that NISP will be approved in 2019 or shortly thereafter. If NISP is not approved and all the Parties desire to sell the Property, then the Property shall be sold to a third-party purchaser for the fair market value. If NISP is not approved and one of the Parties desires to retain the Property, then such Party shall pay the remaining Parties the fair market value. If more than one Party desires to retain the Property and such Parties, after reasonable negotiations not exceeding sixty (60) days, are unable to agree upon who is entitled to purchase the Property, then the Property shall be sold to a third-party purchaser for the fair market value.

7. WITHDRAWAL: Notwithstanding any term contained herein, any Party, in such Party's sole discretion, may withdraw from the commitments contained in this Intergovernmental Agreement, and no Party is firmly obligated to participate in the establishment of a Water Authority, the construction of a joint water treatment plant or the construction of joint infrastructure for use of the NISP water. Prior to the establishment of a Water Authority, any Party may provide sixty (60) day written notice of its intent to withdraw from this Intergovernmental Agreement. Such Party shall thereafter sell its ownership interest in the Property as set forth in Paragraph 5 above. Subsequent to the joint establishment of a Water Authority, any Party may sell its ownership interest in the Property, if at all, pursuant to the terms of the contract establishing the Water Authority.

8. ANNEXATION: In its discretion, the Town of Severance may annex the Property and the remaining Parties hereto agree not to oppose the annexation. If the Town of Severance chooses to annex the Property, the Town of Severance shall be responsible for the preparation of all documentation and all costs and expenses related to the annexation.

9. ENTIRE AGREEMENT: This Intergovernmental Agreement, together with the exhibits attached hereto, constitutes the entire agreement among the Parties hereto with respect to the subject matter herein, and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. This Intergovernmental Agreement shall be binding upon said Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said Parties.

10. NO THIRD-PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Intergovernmental Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this Intergovernmental Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the Parties that any entity other than the Parties receiving services or benefits under this Intergovernmental Agreement shall be incidental beneficiary only.

11. SEVERABILITY: If any term or condition of this Intergovernmental Agreement shall be held to be invalid, illegal, or unenforceable, this Intergovernmental Agreement shall be construed and enforced without such provision to the extent that this Intergovernmental Agreement is then capable of execution within the original intent of the parties hereto.

12. MODIFICATION AND BREACH: No modification, amendment, notation, renewal, or other alteration of or to this Intergovernmental Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the Parties. No breach of any term, provision, or clause of this Intergovernmental Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any Party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

13. NOTICES: All notices required herein shall be mailed via First Class Mail to the parties' representatives at the addresses set forth below:

TOWN OF EATON
Attn: Town Administrator
223 1st Street
Eaton, CO 80615

With a copy to:
Law Office of Avi S. Rocklin, LLC
1437 N. Denver Avenue #330
Loveland, CO 80538

TOWN OF SEVERANCE
Attn: Town Administrator
3 S. TimberRidge Pkwy, 80550

With a copy to:
Bell, Gould, Linder & Scott, P.C.
318 E. Oak St.
Ft. Collins, CO 80524

TOWN OF WINDSOR
Attn: Town Manager
301 Walnut Street
Windsor, CO 80550

With a copy to:
Town of Windsor
Attn: Town Attorney
301 Walnut Street
Windsor, CO 80550

FORT COLLINS-LOVELAND WATER DISTRICT
Attn: District Manager
5150 Sneed Drive
Fort Collins, CO 80525

With a copy to:
Robert G. Cole
Collins Cockrel & Cole
390 Union Blvd., Suite 400
Denver, CO 80228-1556

14. NO WAIVER OF GOVERNMENTAL IMMUNITY: No term or condition of this Intergovernmental Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

15. COUNTERPARTS: This Intergovernmental Agreement may be signed in counterparts and sent electronically by email, facsimile, or other electronic transmission. Each counterpart, including any electronically transmitted signature, shall constitute an original.

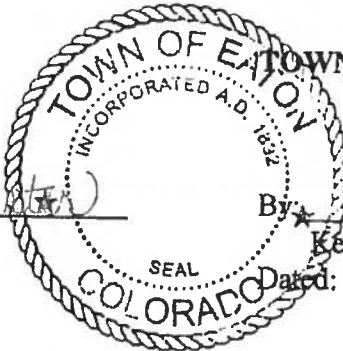
16. AUTHORITY TO SIGN: The persons executing this Intergovernmental Agreement on behalf of each of the Parties expressly represent and warrant that s/he is authorized to execute this Intergovernmental Agreement on behalf of the respective Party.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement in duplicate of the day and year first hereinabove written.

ATTEST:

By: Margaret Kneelister
Jane Winter, Town Clerk



TOWN OF EATON, COLORADO

By: Kevin Ross
Kevin Ross, Mayor
Dated: 1/17/2019, 2019

ATTEST:

TOWN OF SEVERANCE, COLORADO

By: _____
_____, Town Clerk

By: _____
Donald McLeod, Mayor
Dated: _____, 2019

ATTEST:

TOWN OF WINDSOR, COLORADO

By: _____
_____, Town Clerk

By: _____
Kristie Melendez, Mayor
Dated: _____, 2019

ATTEST:

FORT COLLINS-LOVELAND WATER DISTRICT

By: _____
_____, Secretary

By: _____
James S. Borland, Chairman
Dated: _____, 2019

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement in duplicate of the day and year first hereinabove written.

ATTEST:

TOWN OF EATON, COLORADO

By: _____
Jane Winter, Town Clerk

By: _____
Kevin Ross, Mayor
Dated: _____, 2019

ATTEST:



TOWN OF SEVERANCE, COLORADO

By: _____
Michael Jenner, Town Clerk

By: _____
Donald M. McLeod, Mayor
Dated: 2/5, 2019

ATTEST:

TOWN OF WINDSOR, COLORADO

By: _____
Krystal Eucker, Town Clerk

By: _____
Kristie Melendez, Mayor
Dated: _____, 2019

ATTEST:

FORT COLLINS-LOVELAND WATER DISTRICT

By: _____
Chris Matkins, Secretary

By: _____
James S. Borland, Chairman
Dated: _____, 2019

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement in duplicate of the day and year first hereinabove written.

ATTEST:

TOWN OF EATON, COLORADO

By: _____
Jane Winter, Town Clerk

By: _____
Kevin Ross, Mayor
Dated: _____, 2019

ATTEST:

TOWN OF SEVERANCE, COLORADO

By: _____
_____, Town Clerk

By: _____
Donald McLeod, Mayor
Dated: _____, 2019

ATTEST:

TOWN OF WINDSOR, COLORADO

By: 
 Town Clerk



By: 
Kristie Melendez, Mayor
Dated: January 14, 2019

ATTEST:

FORT COLLINS-LOVELAND WATER DISTRICT

By: _____
_____, Secretary

By: _____
James S. Borland, Chairman
Dated: _____, 2019

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement in duplicate of the day and year first hereinabove written.

ATTEST:

TOWN OF EATON, COLORADO

By: _____
Jane Winter, Town Clerk

By: _____
Kevin Ross, Mayor
Dated: _____, 2019

ATTEST:

TOWN OF SEVERANCE, COLORADO

By: _____
_____, Town Clerk

By: _____
Donald McLeod, Mayor
Dated: _____, 2019

ATTEST:

TOWN OF WINDSOR, COLORADO

By: _____
_____, Town Clerk

By: _____
Kristie Melendez, Mayor
Dated: _____, 2019

ATTEST:

FORT COLLINS-LOVELAND WATER DISTRICT

By: *Clara [Signature]*
_____, Secretary

By: *James S. Borland [Signature]*
James S. Borland, Chairman
Dated: 2/19/19, 2019

EXHIBIT A



WEILD COUNTY
ONLINE MAPPING

AB TOWNS



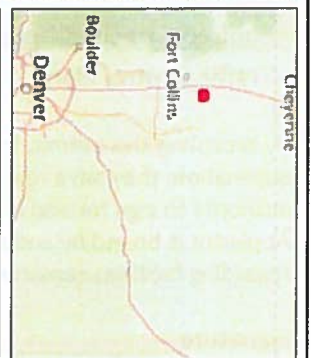
1: 15,045



2,507.5
0
1,253.73
2,507.5 Feet
WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weild County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



- Legend**
- Parcels
 - Highway
 - Road
 - Road
 - Highway
 - County Boundary

Notes

TOWN OF WINDSOR

RESOLUTION NO. 2020 – 01

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY FOR WATER TREATMENT FACILITIES

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

WHEREAS, the Town has a long history of cooperative relations with neighboring municipalities and special districts, including the Town of Severance, Town of Eaton and Fort Collins-Loveland Water District (“Treatment Partners”); and

WHEREAS, for a considerable time, the Town and the Treatment Partners have been in discussions regarding the potential for establishment of a water treatment facility through cooperative effort; and

WHEREAS, the Town and the Treatment Partners commissioned a study to assist in the location of suitable sites for a water treatment facility, and the study has provided recommendations accordingly; and

WHEREAS, through negotiations with a particular land owner, the Town and the Treatment Partners have identified a suitable site for a treatment plant; and

WHEREAS, the transaction has reached a point where a contract for the purchase of the proposed treatment plant site is necessary and, if closed, will require further understandings as to the ownership and future use of the proposed treatment plant site; and

WHEREAS, the Town Attorney has negotiated an *Intergovernmental Agreement for the Acquisition of Real Property for Water Treatment Facilities* (“IGA”), a copy of which is attached and incorporated herein by this reference; and

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

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

WHEREAS, the Town Board wishes to approve the IGA and authorize its execution.

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

1. The attached Intergovernmental Agreement *Intergovernmental Agreement for the Acquisition of Real Property for Water Treatment Facilities* is hereby approved and adopted.
2. The Mayor is hereby authorized to execute the attached Intergovernmental Agreement on behalf of the Town.
3. The Town Attorney is authorized to make such modifications to the form of the attached Intergovernmental Agreement as may be necessary to carry out the intent of this Resolution.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 14th day of January, 2019.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk

[Seal]



MEMORANDUM

Date: January 13, 2020
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From: Dean Moyer, Director of Finance
Re: November 2019 Finance Report
Item #: C.4.

ATTACHMENTS:

- ▢ Finance Report November 2019



MONTHLY FINANCE REPORT

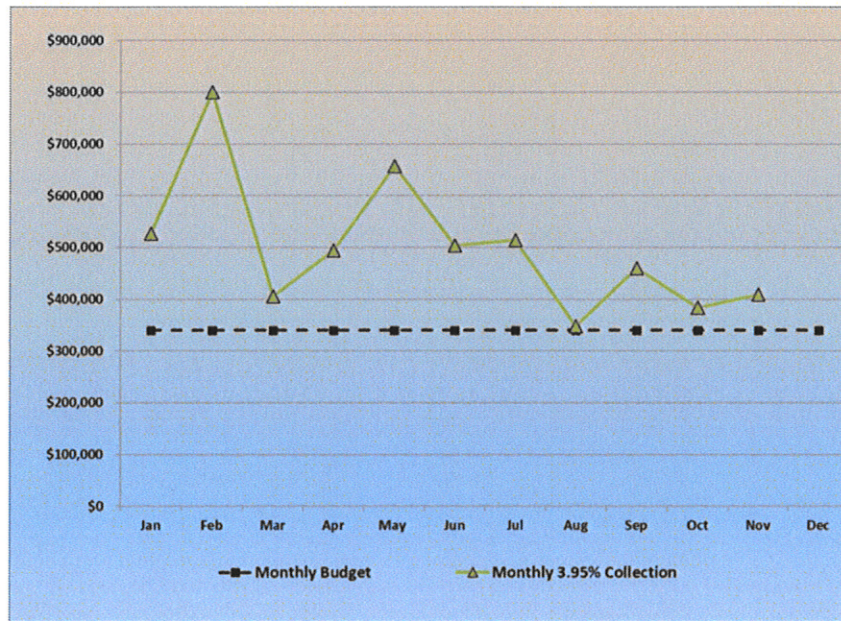
Volume 8, Issue 11
November 2019



November saw the near-completion of many capital projects around the Town. Above is a photo of the Kyger Trail, a \$1M Open Space project that is now underway. Estimated completion in Spring of 2020.



BUILDING PERMITS AND CONSTRUCTION

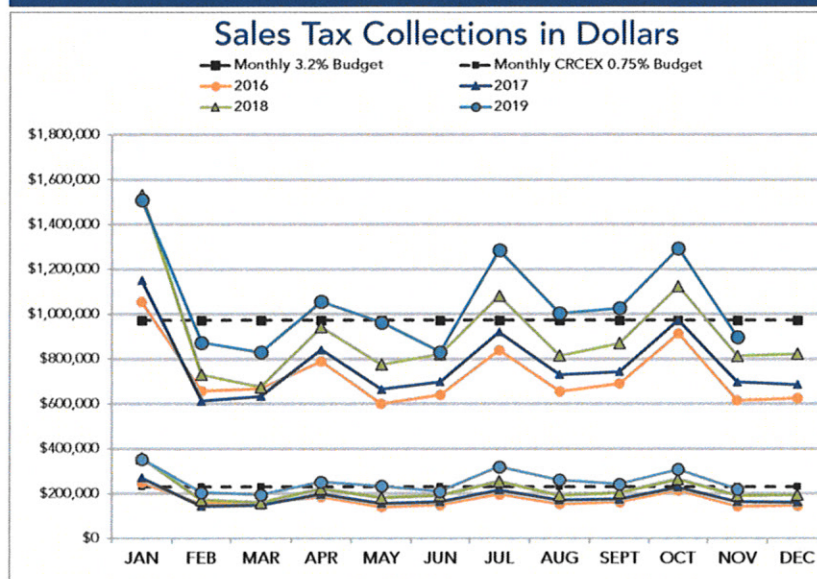


Construction Use Tax collections continues to outpace budgeted amounts. Through November, the actual collections of \$5,500,302 exceeded the 2019 budget of \$3,737,929 by \$1,762,373 or 47.2%. Through November, over 700 Single Family Residence permits have been issued, marking 2019 as the highest on record for permit issuance.

SALES, USE AND PROPERTY TAX UPDATE

Benchmark = 91.66%	Sales Tax	Construction Use Tax	Property Tax	Combined
Budget 2019	\$ 11,672,723	\$ 3,301,184	\$ 6,793,512	\$ 21,767,419
Actual Through November 2019	\$ 11,565,697	\$ 4,457,817	\$ 6,772,044	\$ 22,795,558
% of Budget	99.08%	135.04%	99.68%	104.72%
Actual Through November 2018	\$ 10,053,685	\$ 3,213,545	\$ 5,905,253	\$ 19,172,483
Change From Prior Year	15.04%	38.72%	14.68%	18.90%
CRC Expansion Budget 2019	\$ 2,773,393	\$ 776,556		\$ 3,549,949
CRC Expansion Actual 2019	\$ 2,793,069	\$ 1,042,488		\$ 3,835,557
CRC Expansion % of Budget	100.71%	134.25%		108.05%

Through November, Construction Use Tax and Sales Tax combined are exceeding 2018 collections by \$3,400,887 or 20%.



The monthly 3.2% collection benchmark is \$972,727. Collections in November are below the benchmark by \$74,374 but exceed 2018 collections by \$84,609.

CRC Expansion sales tax collections for the month were \$219,014. The benchmark projection was \$231,116.

Combined receipts for November were less than the benchmark by \$86,476 or 7.2%.

MONTH HIGHLIGHTS

- ⇒ Year-to-Date Sales Tax receipts are exceeding projections by \$1,116,392 or 8.4%.
- ⇒ Construction Use Tax collections are \$1,762,373 in excess of anticipated collections.
- ⇒ Net surplus of \$24.1M after all revenues and expenses are accounted for through November.
- ⇒ The Town issued 35 new business licenses in November, renewed 411 existing licenses and closed out 11 licenses. 31 of the new licenses were retail in nature and the remaining 4 were non-retail.

LOOKING FORWARD

3.2% COLLECTIONS

The town budgeted \$11.7M for this portion of sales tax for 2019 making our average monthly collection requirement \$972,727. Monthly collections through November average \$1,051,427.

.75% COLLECTIONS

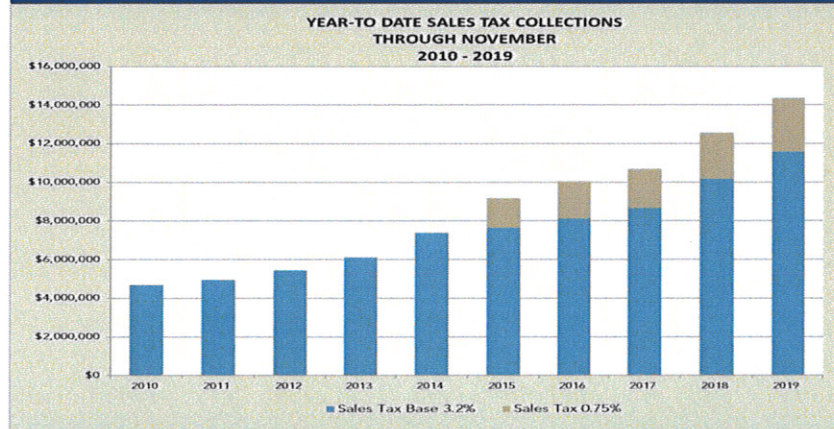
Our monthly budget requirement is \$231,116. Monthly collections through November average \$253,915.

3.95% TOTAL

We budgeted \$14.4M in 2019 for the combined 3.95% sales tax rate. We are currently exceeding the budget through November by \$1,116,392 or 8.4%.

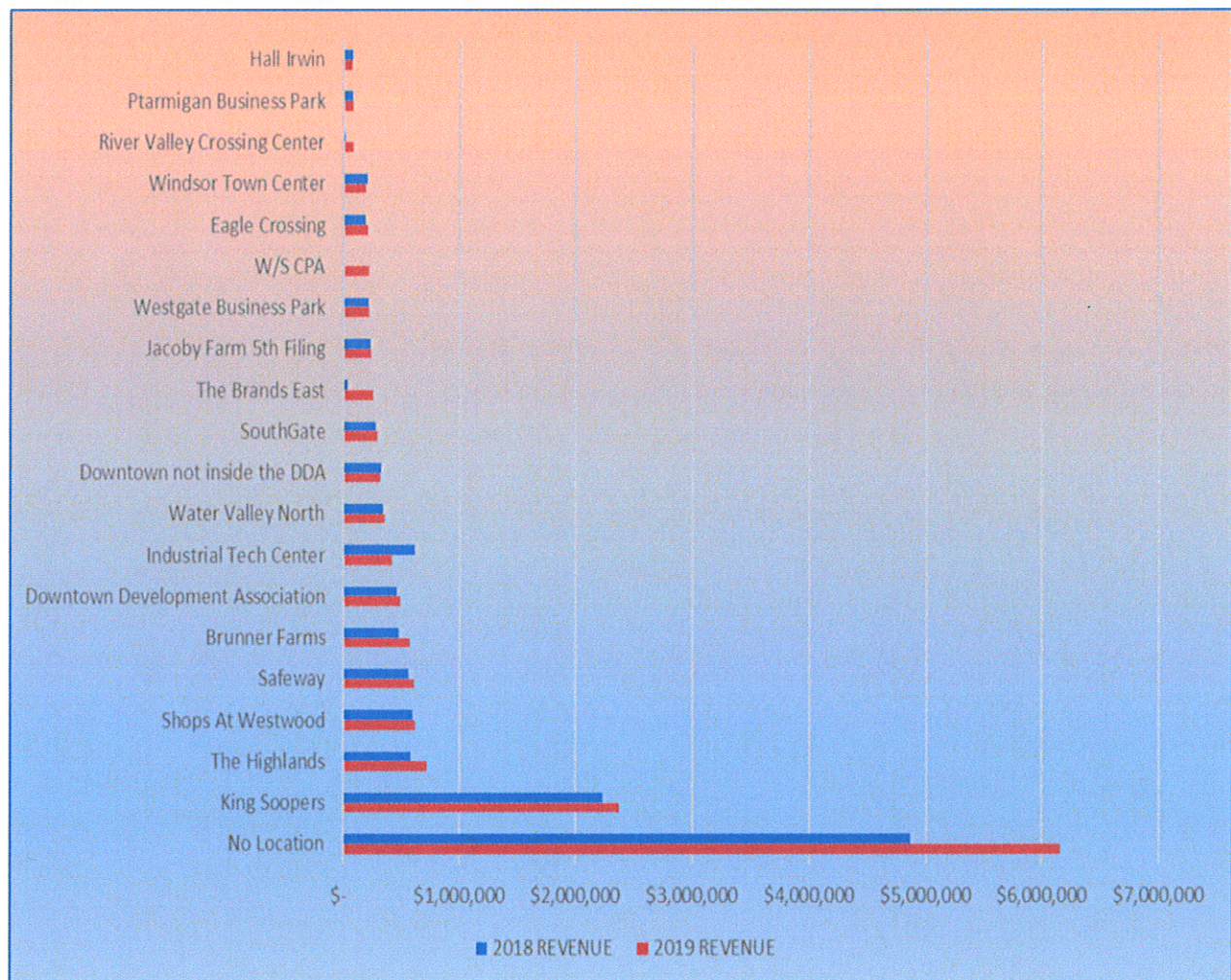


YEAR-TO-DATE SALES TAX COLLECTIONS



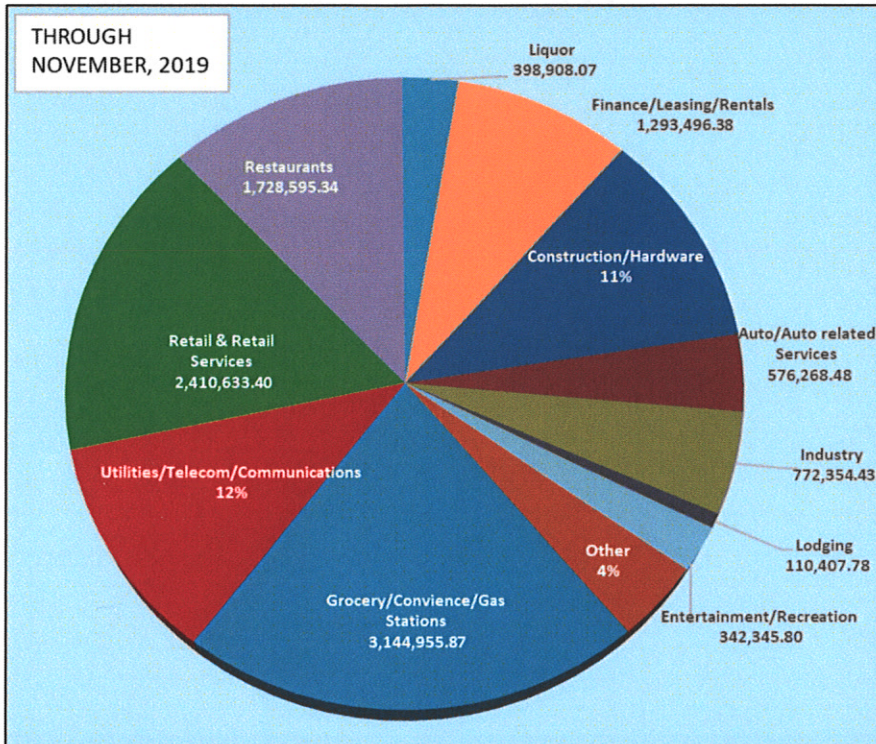
Collections through November are exceeding 2018 collections by \$1,796,298 or 14.3%. This is net of \$211,351 in Sales Tax refunds, rebates and reimbursement agreements.

YEAR TO DATE SALES TAX COMPARISON BY GEO CODE—TOP 20 SITES



NOVEMBER 2019

SALES TAX REVENUE BY INDUSTRY



This graph details industry sector sales tax collections. Groceries and convenience stores continue to represent our largest sector.

SOURCES OF REVENUE & CATEGORIES OF EXPENSE

NOVEMBER YTD - TOP 11 SOURCES OF REVENUE

SALES TAX	\$ 14,358,766
PLANT INVESTMENT FEES	\$ 10,993,779
PROPERTY TAX	\$ 6,772,044
CONSTRUCTION USE TAX	\$ 5,500,305
TRAFFIC IMPACT FEE	\$ 4,685,143
UTILITY SERVICES - FLAT	\$ 3,425,559
UTILITY SALES	\$ 3,194,788
DEVELOPMENT RAW WATER	\$ 2,412,619
PARK AND TRAIL DEVELOPMENT FEE	\$ 2,268,092
INTEREST INCOME	\$ 1,558,565
FRANCHISE TAX	\$ 1,441,273

NOVEMBER YTD - TOP 11 CATEGORIES OF EXPENSE

SALARIES & BENEFITS	\$ 14,993,179
BUILDINGS/STRUCTURES	\$ 5,101,936
POTABLE WATER PURCHASED	\$ 2,235,770
CONTRACT SERVICES	\$ 1,784,016
BOND PRINCIPAL EXPENSE	\$ 1,754,952
STREET REPAIR PAVEMENT MGMT	\$ 1,700,216
STREET REPAIR/MAINTENANCE	\$ 1,579,905
VEHICLES	\$ 1,366,590
SITE IMPROVEMENTS/VILLAGE EAST	\$ 963,789
UTILITIES	\$ 949,486
IMPACT FEE REIMBURSE RESERVE	\$ 867,147

Through November, the Town has realized salary and benefit savings of \$1,317,244 or 8% of the budget amount of \$16,310,422.

ALL FUNDS EXPENSE CHART

All Funds Expense Chart

Nov 2019

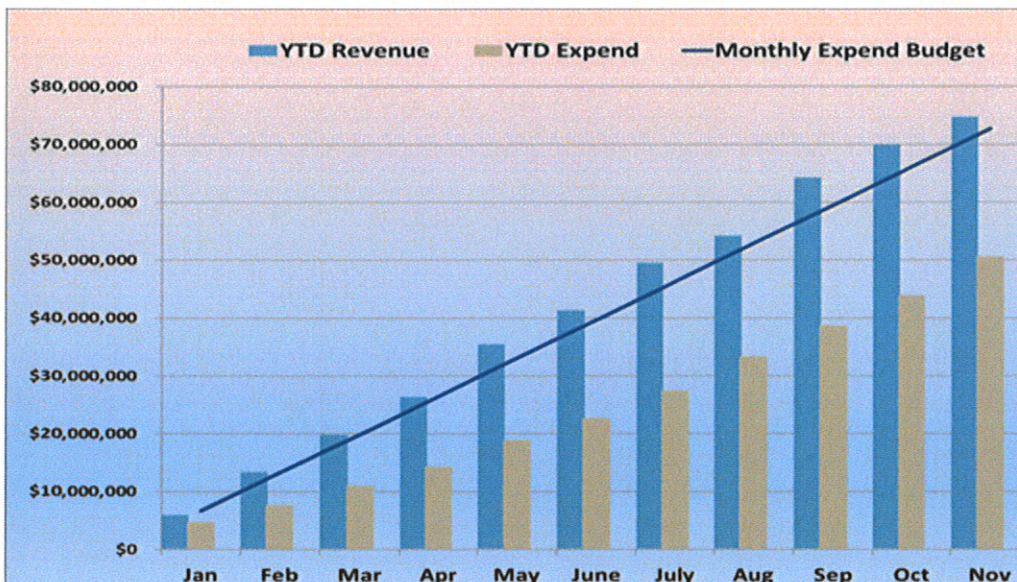
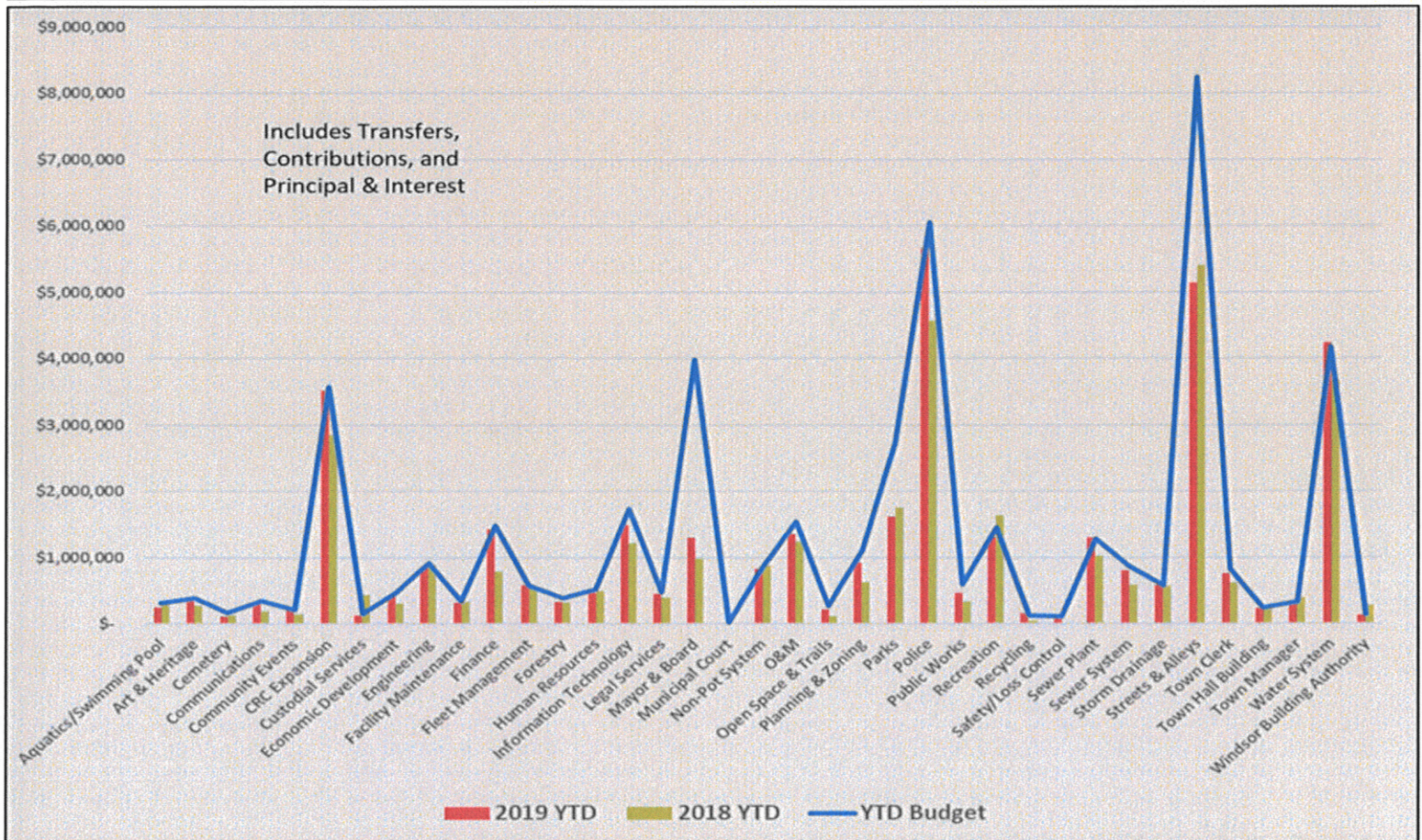
Benchmark = 91.7%

<u>General Government</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2019 Budget</u>	<u>% of Budget</u>
General Fund	\$1,944,513	\$17,773,324	\$ 21,240,939	83.67%
Special Revenue (PIF, CTF, CRC)	\$ 510,152	\$ 2,507,377	\$ 4,699,743	53.35%
Community Rec. Center Expansion	\$1,361,943	\$ 3,513,736	\$ 3,893,165	90.25%
Internal Service	\$ 279,240	\$ 4,384,499	\$ 4,827,935	90.82%
Other Entities (WBA, Ec Dev Inc)	\$ 12,090	\$ 141,356	\$ 185,089	76.37%
Sub Total Gen Govt Operations	\$4,107,938	\$28,320,292	\$ 34,846,871	81.27%
<u>Enterprise Funds</u>				
Water-Operations	\$ 435,902	\$ 5,074,995	\$ 5,469,252	92.79%
Sewer-Operations	\$ 136,644	\$ 2,111,337	\$ 2,348,325	89.91%
Drainage-Operations	\$ 46,675	\$ 582,377	\$ 636,725	91.46%
Sub Total Enterprise Operations	\$ 619,221	\$ 7,768,709	\$ 8,454,302	91.89%
Operations Total	\$4,727,159	\$36,089,001	\$ 43,301,173	83.34%
<i>plus transfers to CIF and Non-Potable for loan</i>				
<u>General Govt Capital</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2019 Budget</u>	<u>% of Budget</u>
Capital Improvement Fund	\$2,001,233	\$12,288,523	\$ 27,844,361	44.13%
CRC Expansion Fund	\$ -	\$ 49,895	\$ -	N/A
<u>Enterprise Fund Capital</u>				
Water	\$ -	\$ 2,009,370	\$ 5,846,608	34.37%
Sewer	\$ -	\$ 78,351	\$ 1,211,062	6.47%
Drainage	\$ 21,407	\$ 134,030	\$ 1,143,977	11.72%
Sub Total Enterprise Capital	\$ 21,407	\$ 2,221,751	\$ 8,201,647	27.09%
Capital Total	\$2,022,640	\$14,560,169	\$ 36,046,008	40.39%
Total	\$6,749,799	\$50,649,170	\$ 79,347,181	63.83%

Through November, General Government operating expenses are trailing budgeted expenditures by \$3,603,741 or 9%. This is due primarily to salary & benefit savings in the General Fund.

NOVEMBER 2019

YEAR TO DATE DEPARTMENT OPERATIONS AND TRANSFERS



The chart on the left shows monthly revenue compared to monthly expenditure as well as a trend line showing the total 2019 budget expended equally over 12 months.

Through November, revenues are exceeding actual expenses by \$24.1M and budgeted expenses by \$2.04M or 2.8%.

MAJOR CAPITAL PROJECTS STATUS

2019 Projects	2019 Budget	Spent YTD	Dept.	Multi-Yr	Est. Start Process	% Complete	Est. Complete
300 Block Main St parking & bulbouts	\$ 275,000	\$ 76,253	Eng DW	2018-2019	Apr 1	100%	Dec
Harmony Rd / CR 13 Traffic Signal w/Timnath	\$ 150,000	\$ 150,000	Eng DW	2019		100%	Nov
Crossroads Blvd. Extension Design joint w/grant	From '18	\$ -	Eng OH	2018	2018	50%	2020
7th Street Turn Lanes at Main Street	\$ 385,000	\$ 60,154	Eng OH	2019	Jun 1	100%	Aug
SH257/Eastman Pk Dr Intersection w/grant	\$ 1,600,000	\$ 167,922	Eng OH	2019	Nov 1	35%	2020
SH392 Widening at LCR 5	\$ 1,750,000	\$ 87,078	Eng OH	2019	May	35%	Dec
New Liberty / WCR 13 Roundabout (Revised)	\$ 1,200,000	\$ 81,912	Eng OH	2019	July	99%	2020
New Liberty / 7th Street Roundabout (Revised)	\$ 1,200,000	\$ 106,422	Eng OH	2019-2020	Jun	99%	Dec
Water Transmission Line to N Weld Co	From '18	\$ 64,962	Eng OH	2017-2019	2017	100%	May
Riverbend Detention Pond Improvements	\$ 150,000	\$ 10,298	Eng OH	2019	Sep	50%	Dec
Cemetery Driveway & Parking Lots	\$ 450,000	\$ 435,097	Eng CT	2018-2019	Sep '18	100%	Dec
Street Maintenance (overlay)	\$ 1,909,620	\$ 2,197,170	Eng CT	2019	Apr 15	98%	Dec
Street Maintenance (crack seal, chip seal)	\$ 742,630	\$ 456,508	Eng CT	2019	Feb 15	97%	Dec
Pedestrian Crossing Treatment	\$ 100,000	\$ 36,185	Eng CT	2019	Aug 1	70%	Dec
RR xing Improvement CR 17 South of Roundabout	\$ 80,000	\$ -	Eng CT	2019	Aug 15	15%	Dec
Main St sidewalk E of Chimney Pk Dr	\$ 45,000	\$ 5,500	Eng CT	2018-2019	Jul '18	70%	Dec
Water Line Replacements Walnut & Cottonwood Ct	\$ 551,000	\$ 582,403	Eng CT	2019	Apr 15	98%	Dec
Cemetery Storm Line Extension	From '18	\$ -	Eng CT	2017-2019	Mar '18	100%	Mar
10th Street Drainage Improvements	\$ 30,000	\$ 27,504	Eng Desa	2019	May	100%	Aug
Chestnut St. to Eastman Pk Dr Drainage Imp. Design	\$ 948,977	\$ 74,821	Eng DR	2018-2021	Aug '18	85% (Design)	2020
Kyger OS trail CR13/392 west edge	\$ 1,000,000	\$ 27,475	Pks/WW	2019	Sep	50%	2020
Poudre Tr Maint & Repair E Water Valley/257	\$ 105,000	\$ -	Pks/WW	2019	May 1	100%	Dec
Windsor Tr #2 Ditch Tr -17th St to River Bluffs OS	\$ 75,000	\$ 46,839	Pks/WW	2018-2020	2020	100%	Dec
Main Park West Shelter	\$ 100,000	\$ 45,819	Pks/KM	2019	Mar 1	100%	Aug
Museum Collections/Storage	\$ 1,750,000	\$ -	Pks/EL	2019	Jun	85%	Dec
Parks Maintenance Facility	\$ 6,486,441	\$ 5,151,056	Pks/EL	2019	May	85%	2020
Village East Park Development	\$ 760,000	\$ 963,789	Pks/TF	2018-2019	Jan	100%	Jun
Creamery Renovation	\$ 350,000	\$ 25,625	Pks/TF	2019	Sep	50%	Dec
Eaton House Master Plan	\$ 40,000	\$ -	Pks/TF	2019-2020	May 1	50%	Dec
Sewer Line Rehab	\$ 88,670	\$ -	P Wks	2019	Jun 1	100%	Dec
Manhole Rehab	\$ 40,000	\$ -	P Wks	2019	Jun 1	100%	Dec
WWTP Blower Replacement	\$ 652,392	\$ 30,587	P Wks	2019	Jun 1	19%	2020
Repl. #26,28,73,78,71,76,15,32,39,T-1110, new vehicles for : 5 new PD, Fac Mngr, W/S Tech, misc new equipment	\$ 1,279,000	\$ 1,135,420	P Wks	2019	EO Feb	99%	Dec

ADDITIONAL INFORMATION CAN BE FOUND AT

windsorgov.com/finance | 970-674-2400





MEMORANDUM

Date: January 13, 2020
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From:
Re:
Item #: E.1.



MEMORANDUM

Date: January 13, 2020
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From:
Re:
Item #: E.2.