



TOWN BOARD REGULAR MEETING

**March 12, 2018 // 5:30 p.m. // Town Board Chambers
301 Walnut Street, Windsor, CO 80550**

AGENDA

- A. CALL TO ORDER
 - 1. Roll Call
- B. Executive Session

An executive session pursuant to Colorado Revised Statutes § 24-6-402 (4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect to the use of public funds for redevelopment of the Windsor Mill and Elevator property. (Stacy Johnson, Patti Garcia, Ian McCargar, invited guests)
- A.
 - 2. Pledge of Allegiance
 - 3. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
 - 4. Introduction of New Employees to the Board – S. Gourley
 - 5. Proclamation - National Intellectual/Developmental Disabilities Awareness Month
 - 6. Board Liaison Reports
 - Mayor Pro Tem Baker – Parks, Recreation & Culture Advisory Board; North Front Range/MPO alternate
 - Town Board Member Scheuerman – Water & Sewer Board; Clearview Library Board
 - Town Board Member Bennett – Planning Commission; Windsor Housing Authority
 - Town Board Member Rennemeyer – Historic Preservation Commission; Great Western Trail Authority; Chamber of Commerce
 - Town Board Member Adams – Tree Board; Poudre River Trail Corridor Board
 - Mayor Melendez – Downtown Development Authority; North Front Range/MPO
 - 7. Public Invited to be Heard

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

Individuals wishing to speak during the Public Invited to be Heard or during Public Hearing proceedings are encouraged to be prepared and individuals will be limited to three (3) minutes. Written comments are welcome and should be given to the Deputy Town Clerk prior to the start of the meeting.
- B. CONSENT CALENDAR
 - 1. Minutes of the February 26, 2018 Regular Meeting – A. Mehlenbacher

2. Resolution No. 2018-24 – A Resolution Making Certain Findings of Fact Concerning the Thornton Farm 24 Annexation to the Town of Windsor, Colorado; Determining Substantial Compliance with Section 31-12-101, ET SEQ., C.R.S., “The Municipal Annexation Act of 1965”; and Establishing Dates for Public Hearings Before the Planning Commission and the Town Board of the Town of Windsor, Colorado, with Regard to the Thornton Farm 24 Annexation – City of Thornton, applicant/ Kevin Woods, City Manager and Mark Koleber, Water Project Director, applicant's representative – M. Berry
3. Resolution No. 2018-25 - A Resolution of the Town Board of the Town of Windsor, Colorado Authorizing the Town Clerk to Appoint Election Judges of Election for the Regular Election to be Held on Tuesday, April 3, 2018 – P. Garcia
4. Resolution No. 2018-26 – A Resolution Approving and Accepting a Deed of Easement and Right of Way from Knievel and Cook for a Twenty-Four Inch Water Line – O. Herrera
5. Report of Bills for February 2018 – D. Moyer

C. BOARD ACTION

1. Site Plan Presentation – River Valley Crossing Subdivision 1st Filing Lot 4 – Burger King Restaurant – Joe Lukas of Lukas Family, LP, owner/applicant; Ric Hattman of Hattman Associates, applicant's representative
 - Staff presentation: Millissa Berry, Senior Planner
2. Ordinance No. 2018-1557 - An Ordinance of the Town Board of the Town of Windsor, Colorado, Approving the Service Plan for Ptarmigan West Metropolitan District Nos. 1-3, and Authorizing the Execution of an Intergovernmental Agreement Between the Town and the Districts

Super Majority vote on required on Second Reading

 - Second reading
 - Legislative action
 - Staff presentation: Ian McCargar, Town Attorney
3. Public Hearing – Final Major Subdivision Plat – The Ridge at Harmony Road 2nd Filing – Jeff Mark, The Landhuis Company, applicant
 - Quasi-judicial
 - Staff presentation: Paul Hornbeck, Senior Planner
4. Resolution No. 2018-27 – A Resolution Approving the Final Major Subdivision Plat for The Ridge at Harmony Road 2nd Filing – Jeff Mark, The Landhuis Company, applicant
 - Quasi-judicial
 - Staff presentation: Paul Hornbeck, Senior Planner
5. 7th & Crossroads Roundabout Landscape Design
 - Staff Presentation: Eric Lucas, Director of Parks, Recreation & Culture
6. Resolution No. 2018-28 – A Resolution Approving an Increase in Fees for the Commercial Use of the Town of Windsor's Brush Recycling Facility, Effective April 1, 2018

- Legislative action
- Staff Presentation: Eric Lucas, Director of Parks, Recreation & Culture

7. Resolution No. 2018-29 - A Resolution Appropriating Additional Sums Of Money To Defray Expenses In Excess Of Amounts Budgeted For The Town Of Windsor, Colorado, For 2017

- Legislative action
- Staff presentation: Dean Moyer, Director of Finance

8. Financial Report January 2018

- Staff presentation: Dean Moyer, Director of Finance

D. COMMUNICATIONS

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

E. EXECUTIVE SESSION

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

F. ADJOURN



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F. ADJOURN



MEMORANDUM

Date: March 12, 2018
To: Mayor and Town Board
Via: Patti Garcia, Acting Town Manager
From: Sherilyn Gourley, HR Director
Re: Introduction of New Hires to the Town Board
Item #: A.4

Background / Discussion

Full-time new hire employees attend a public meeting and are introduced to the Windsor Town Board.

New Hires

The following full-time new hire employees have been hired since mid-December and will be introduced to the Board on March 12, 2018:

Last Name	First Name	Date of Hire	Position	Department
McConnaughey	Aaron	3/12/2018	Police Officer	Police
Drtina	Natasha	2/20/2018	Community Service Officer	Police
Griffin	Amanda	2/5/2018	Property & Evidence Technician	Police
Millington	Corinne	12/11/2017	IT Manager	Finance/IT
Pina	Fernando	1/29/2018	Facilities Maintenance Technician	Public Works/Facilities
Lee	Matthew	2/3/2018	Recreation Coordinator-Athletics	Parks, Rec & Culture
Worthen	Robert	2/26/2018	Parks Operations Manager	Parks, Rec & Culture
Walker	Aaron	3/5/2018	Parks Maintenance Technician	Parks, Rec & Culture
Bennington	Cole	3/5/2018	Parks Maintenance Operator	Parks, Rec & Culture



Proclamation for Intellectual/Developmental Disabilities Awareness Month

March 2018

WHEREAS, There is a growing population of children and adults with Intellectual and Developmental Disabilities (I/DD) who reside in Windsor, Colorado; and

WHEREAS, Historically people with Intellectual/Developmental Disabilities were institutionalized and/or segregated from their families and communities; and

WHEREAS, In 1987 President Ronald Reagan officially declared march to be Developmental Disabilities Awareness month; the theme of National Intellectual/Developmental Disabilities Awareness month was decreed that "Americans are becoming increasingly aware that such disabilities need not keep individuals from realizing their full potential in school, at work, or at home, as members of their families and of their communities."; and

WHEREAS, the Arc of Weld County proudly supports the National Intellectual/Developmental Disabilities Awareness Month.

NOW, THEREFORE, I, Mayor Kristie Melendez, by virtue of the authority vested in me as Mayor of the Town of Windsor, Colorado, do hereby proclaim the month of March 2018, as Intellectual/Developmental Disabilities Awareness month in Windsor, Colorado and urge all citizens to support programs that serve people with Intellectual/Developmental Disabilities and to ensure that all people with disabilities are treated with the dignity and respect that they so desire and deserve.

Dated this 12th day of March, 2018

Kristie Melendez, Mayor



TOWN BOARD REGULAR MEETING

February 26, 2018 // 7:00 p.m. // Town Board Chambers
301 Walnut Street, Windsor, CO 80550

MINUTES

A. CALL TO ORDER

Mayor Melendez called the meeting to order at 7:06 p.m.

1. Roll Call

Mayor
Mayor Pro Tem

Kristie Melendez
Myles Baker
Cindy Scheuerman
Ken Bennett
Paul Rennemeyer
Ivan Adams

Town Attorney
Acting Town Manager/Town Clerk
Communications/Assistant to Town Manager
Chief of Police
Director of Planning
Senior Planner
Senior Planner
Director of Economic Development
Deputy Town Clerk

Ian McCargar
Patti Garcia
Kelly Houghteling
Rick Klimek
Scott Ballstadt
Paul Hornbeck
Millissa Berry
Stacy Johnson
Amanda Mehlenbacher

2. Pledge of Allegiance

Board Member Rennemeyer led the Pledge of Allegiance.

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

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

4. Board Liaison Reports

- Mayor Pro Tem Baker – Parks, Recreation & Culture Advisory Board; North Front Range/MPO alternate
Town Board Member Baker had nothing to report as he was unable to attend the February meetings.
- Town Board Member Scheuerman – Water & Sewer Board; Clearview Library Board
Town Board Member Scheuerman reported that the Water and Sewer Board has not met. Ms. Scheuerman reported that the Clearview Library met on February 22, 2018. The Board is currently looking for two Foundation Board

Members and is in the process of working on re-branding their author series from Windsor Reads to Clearview Reads. Three authors are scheduled to come in over the course of this next year. The Board reviewed staff merit pay increases and reviewed and improved their goals for 2018.

- Town Board Member Bennett – Planning Commission; Windsor Housing Authority
Town Board Member Bennett reported that the Planning Commission met February 21, 2018 and reviewed the site plan for the new Arby's and conducted a public hearing on the Eagle Crossing Subdivision 4th Filing.

Town Board Member Bennett reported that the Windsor Housing Authority had an extensive meeting with Susan McIntosh, the State Program Director of Research and Development. The meeting highlights included a purchase of 8 ½ acres north of Windsor Meadows with the intention of building 90 additional units for senior housing. In addition, the Windsor Housing Authority spoke with Research and Development regarding the purchase of the Governors Farm property on 6th Street.

- Town Board Member Rennemeyer – Historic Preservation Commission; Great Western Trail Authority; Chamber of Commerce
Town Board Member Rennemeyer reported that he had no update as the Historic Preservation Commission and Great Western Trail Authority had not met since their last meeting.

Town Board Member Rennemeyer reported that the Chamber of Commerce had met and discussed additional networking opportunities for the Chamber of Commerce and the Town of Windsor. The main focus of the meeting revolved around the upcoming election and what the future of Windsor holds. A meet and greet sponsored by the Chamber of Commerce will take place on March 20, 2018 from 6:00-8:00pm at the Community Recreation Center. This will allow the public to hear from the ten candidates running for the four districts.

- Town Board Member Adams – Tree Board; Poudre River Trail Corridor Board
Town Board Member Adams reported that the Tree Board meets February 27, 2018 at 5:00pm and the Poudre River Trail Corridor Board will meet February 29, 2018 at 7:00pm.
- Mayor Melendez – Downtown Development Authority; North Front Range/MPO
Mayor Melendez reported that the North Front Range/MPO will meet Thursday at the Larimer County offices.

Mayor Melendez reported that the Downtown Development Authority (DDA) is still working with the backlot development project that composes three blocks in downtown Windsor. There is an initial concept for the back lots in the DDA with hopes to close on one of the properties in the next six months. The DDA will be issuing a Wayfinding RFP to complete the study on signage not only for the downtown area but for signage in general for the Town of Windsor. The DDA and the Town Board will be meeting with the mill owner in the near future to discuss what the mill incentives are going to be.

5. Public Invited to be Heard

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

B. **CONSENT CALENDAR**

1. Minutes of the February 12, 2018 Regular Meeting – J. Scheopner

2. Resolution No. 2018-19 – A Resolution Approving an Intergovernmental Agreement Between the Town of Windsor and the Windsor Downtown Development Authority With Respect to the Purchase of the Real Property Located at 512 Ash Street – I. McCargar
 3. Resolution No. 2018-20 – A Resolution Initiating Annexation Proceedings for the Thornton Farm 24 Annexation to the Town of Windsor, Colorado – City of Thornton, owner, Kevin Woods, City of Thornton City Manager and Mark Koleber, City of Thornton Water Project Director, applicant's representatives – M. Berry
 4. Resolution No. 2018-21 - A Resolution Approving an Amendment to the Agreement for Economic Inducements and Development Incentives Between the Town of Windsor, Colorado and DB Windsor, LLC. – S. Johnson
 5. Resolution No. 2018-22 – A Resolution Making Certain Findings of Fact Concerning the Weld County Road 76 Annexation to the Town of Windsor, Colorado; Determining Substantial Compliance with Section 31-12-101, ET SEQ., C.R.S., "The Municipal Annexation Act of 1965"; and Establishing Dates for Public Hearings Before the Planning Commission and the Town Board of the Town of Windsor, Colorado, with Regard to the Weld County Road 76 Annexation – Jon Turner, North Windsor Holdings, LLC, applicant/ Kristin Turner, TB Group, applicant's representative – P. Hornbeck
- Town Board Member Rennemeyer moved to approve the consent calendar as presented; Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Scheuerman, Bennett, Rennemeyer, Adams, Melendez; Nays- None; Motion passed.**

C. BOARD ACTION

1. Site Plan Presentation – Arby's Restaurant – Eagle Crossing Subdivision 6th Filing, Martin Lind, owner; Jon Sweet, TST Inc., applicant/applicant's representative
 - Staff presentation: Millissa Berry, Senior Planner

The applicant, Mr. Martin Lind, Eagle Crossing Windsor LLC, represented by Mr. Jon Sweet of TST, Inc. is proposing a new site development in the Eagle Crossing Subdivision 6th Filing. The site of the proposed Arby's Restaurant is located northeast of the intersection of Crossroads Boulevard and Fairgrounds Avenue – directly east of 7-11 and south of the Marriott Hotel site. The site is zoned General Commercial (GC) and is located adjacent to other GC zoned properties.

Overall development characteristics include:

 - total lot area of 0.84 acres
 - approximately 29% landscaped area
 - a 2,863 square foot building
 - 23 parking stalls + bicycle parking

Building characteristics include:

 - building materials are a mix of cultured stone and stucco in earth tone colors with metal accents
 - building height of 20'
 - a flat roof with varied roofline

- patio area
- drive-thru

Additional site details can be seen in the enclosed staff PowerPoint.

Staff noted that the current presentation is intended for Town Board information. Should the Town Board have any comments or concerns pertaining to this project, please refer such comments to staff during the presentation so that they may be addressed during staff's review of the project. The site plan will be reviewed and approved administratively by staff; however, if the project review process reveals issues that cannot be resolved between the applicant and staff, the site plan will be brought back to the Planning Commission and Town Board for review. The Planning Commission reviewed the site plan at its February 21, 2018 regular meeting.

Staff has no recommendation, as this item is for presentation purposes.

Town Board Member Rennemeyer inquired if the south elevation facing Crossroads will have signage stating that it is an Arby's and if that is a normal practice.

Ms. Berry responded stating that the placement of the building has to do with the location of the drive through in order to allow adequate space similar to the Starbucks located on Main Street. Ms. Berry further commented that the original idea is to make it an attractive façade with lots of vegetation.

Town Board Member Bennett followed up on Mr. Rennemeyer's question regarding the view from Crossroads and if there will be extensive landscaping with height.

Ms. Berry responded yes, there will be several evergreen shrubs as well as large trees and vegetation to help block the headlights from facing into traffic on Crossroads.

Mayor Melendez inquired as to the timeline and the anticipated opening date. Jon Sweet of TST, Inc., the applicants representative, stated they are hoping for a ground breaking in March with a six month construction window and anticipated opening date be the end of the year.

Mayor Melendez inquired if the plan was to retain the Arby's located at the I-25 exchange.

Mr. Jon Sweet answered yes.

Mayor Melendez asked if there was anything further to add.

Ms. Berry answered no.

2. Public Hearing – Final Major Subdivision Plat – Eagle Crossing Subdivision 4th Filing – Martin Lind, Eagle Crossing Development, Inc., applicant/ Tom Siegel, Water Valley Development & Brian Williamson, TST, Inc., applicant's representatives

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

Town Board Member Rennemeyer moved to open the public hearing; Town Board Member Bennett seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Scheuerman, Bennett, Rennemeyer, Adams, Melendez; Nays- None; Motion passed.

Mr. Bennett stated, “Madam Mayor, for the record I would like to disclose that in my capacity as Town Board Liaison to the Planning Commission, I was present at the Planning Commission meeting during which this matter was previously presented. I wish to state that my participation during the Planning Commission proceedings has 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 that is presented during this public hearing.”

The applicant, Mr. Martin Lind of Eagle Crossing Development Inc., represented by Mr. Tom Siegel of Water Valley Development and Mr. Brian Williamson of TST, Inc., has submitted a final major subdivision plat, known as Eagle Crossing Subdivision 4th Filing. The subdivision encompasses approximately 91 acres and is currently zoned Limited Industrial, (IL), General Commercial (GC), and High Density Multifamily (MF-2). The proposed Final Subdivision is generally consistent with the Preliminary Subdivision that the Planning Commission approved on October 18, 2017.

The Final Subdivision characteristics include:

- Two lots totaling approximately 21.6 acres of land zoned MF-2 and being concurrently site planned for multifamily development.
- One additional 3.5 acre lot zoned MF-2 for possible future development
- One 5.8 acre lot zoned Limited Industrial
- 6 lots totaling approximately 51 acres of land zoned GC. The six lots may be further subdivided in the future to accommodate specific users as the area develops.
- Approximately nine acres of public right-of-way dedication, including Steeplechase Drive, which would be extended from Highland Meadows Parkway west to connect with Fairgrounds Avenue via Grandstand Avenue and Rodeo Drive.

The applicant held a neighborhood meeting on August 30, 2017, in accordance with Chapter 16, Article XXXI of the Municipal Code. There were approximately 12 neighbors in attendance. Please see the enclosed neighborhood meeting notes for discussion topics and responses.

At their February 21, 2018 meeting the Planning Commission forwarded to the Town Board a recommendation of approval, subject to the following conditions:

1. Prior to recording of the subdivision plat, the applicant shall provide satisfactory evidence to the Town that the plat does not conflict with the existing surface use agreement in place with the mineral owner
2. Applicant shall enter into a development agreement with the Town prior to recording of the subdivision plat

3. All outstanding staff comments on subdivision plat, improvement drawings, and related documents shall be addressed prior to recording the plat

Staff requests that the following be entered into the record:

- Application and supplemental materials
- Staff memorandum and supporting documents
- All testimony received during the public hearing
- Recommendation

Mayor Melendez asked if there were any questions of staff.

Town Board Member Scheuerman inquired about Steeplechase Drive connecting to the future creation of Grand Stand Drive which then meets up with Rodeo Drive. Ms. Scheuerman asked if that would be a through road with what is currently labeled as a private drive

Mr. Hornbeck responded yes, there will be a through road that is labeled private that will continue south and connect to Crossroads.

Town Board Member Scheuerman asked from the user's standpoint if it would seem as if it was a continuous road.

Mr. Hornbeck responded yes, that it would be a public access road, however, it would be privately maintained.

Town Board Member Scheuerman inquired if Stallion Drive will connect with Hospitality Drive and if it would continue further west.

Mr. Hornbeck replied yes it will connect, however, the Ward Industrial Park in Loveland has buildings in that location so the road is unable to extend further.

Town Board Member Scheuerman inquired if Hospitality Drive will be able to be accessed from Crossroads similar to the driveway located by 7-Eleven.

Mr. Hornbeck replied yes, it may be a similar limited access.

Mr. Martin Lind, 1625 Pelican Dr. Windsor, CO, stated that they are working with Loveland transportation regarding a full interchange. Hospitality Drive dead-ends into Stallion and goes left where you can exit off Stallion onto Fairgrounds Avenue. He is working with Larimer County Commissioners, Loveland and Windsor staff to look at bringing Steeplechase Drive all the way through and get a better stop light off Fairgrounds Avenue. By not allowing Hospitality Drive to continue north it allows for a large retail spot which is included in the master plan.

Town Board Member Baker requested that Mr. Lind highlight the road that will run north and south that will lead to the new apartments.

Mr. Lind responded stating that the apartments that are on the current site plan are built off Ward Avenue. The Steeplechase improvements would allow it to connect to Ward Avenue and continue south to Crossroads and intersect at the Walmart Distribution Center stop light.

Mayor Melendez asked if anyone in the audience wished to speak on this matter.

There was none.

Mayor Melendez asked if the record is complete.
The record is complete per Mr. McCargar

Mayor Melendez asked for a motion to close the public hearing.

Town Board Member Bennett moved to open the public hearing; Town Board Member Adams seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Scheuerman, Bennett, Rennemeyer, Adams, Melendez; Nays- None; Motion passed.

3. Resolution No. 2018-23 – A Resolution Approving the Final Major Subdivision Plat for Eagle Crossing Subdivision 4th Filing – Martin Lind, Eagle Crossing Development, Inc., applicant/ Tom Siegel, Water Valley Development & Brian Williamson, TST, Inc., applicant's representatives
 - Quasi-judicial
 - Staff presentation: Paul Hornbeck, Senior Planner

Mayor Melendez asked if there was anything further to report.
Mr. Hornbeck stated no.

Mayor Melendez asked if there were any questions from Town Board members.
There was none.

Mayor Melendez asked for a motion.

Town Board Member Rennemeyer moved to adopt Resolution No. 2018-23; Town Board Member Scheuerman seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Scheuerman, Bennett, Rennemeyer, Adams, Melendez; Nays- None; Motion passed.

4. Ordinance No. 2018-1555 – An Ordinance Amending Section 19-1-20 of the Windsor Municipal Code with Respect to Improving Transparency and Accountability for Metropolitan Districts in the Town of Windsor
Super majority vote required on Second Reading
 - Second reading
 - Legislative action
 - Staff presentation: Ian McCargar, Town Attorney

Mr. McCargar stated before the Board that the amendment to the code was composed by the Metropolitan Special Council with assistance from his office. The idea was to add more accountability and transparency to the Metropolitan District board operations by adding three subsections to existing section of the code. This would include the following; location for meetings during which budgets are discussed, the location for meetings for which general obligation debt is discussed and require that the call for nomination for those interested in serving on the Metropolitan District Boards be posted in the districts designated place for meeting notification. Mr. McCargar stated that the only additional change to the ordinance since first reading was that a clause has been added that authorized him to change the model service plan to incorporate these terms.

Mayor Melendez asked if anyone in the audience wished to speak on this matter.

John Turner, 6379 Crooked Stick Drive, Windsor, CO 80550, inquired where the meeting places are going to be changed to as he was not present during first reading.

Mr. McCargar responded by stating that the ordinance says if there is an end user who owns property and there is either debt being taken on or the annual budget then those meetings have to take place in the Town of Windsor rather than the metro area.

Mr. Turner requested what the first alteration to the ordinance was.

Mr. McCargar responded stating that the first alteration had to do with posting the call for nominations.

Mayor Melendez asked for a motion.

Town Board Member Scheuerman moved to approve Ordinance No. 2018-1555; An Ordinance Amending Section 19-1-20 of the Windsor Municipal Code with Respect to Improving Transparency and Accountability for Metropolitan Districts in the Town of Windsor on second reading; Town Board Member Bennett seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Scheuerman, Bennett, Rennemeyer, Melendez, Adams; Nays- None; Motion passed.

5. Ordinance No. 2018-1556 – An Ordinance Annexing and Zoning Certain Territory known as the Swanson Annexation to the Town of Windsor – Jon Turner, Hillside Development Group, applicant / Kristin Turner, TB Group, applicant's representative

Super-majority vote required for adoption on second reading

- Second Reading
- Legislative action
- Staff presentation: Paul Hornbeck, Senior Planner

The applicant, Mr. Jon Turner, represented by Ms. Kristin Turner, has submitted a petition to annex approximately 28.9 acres to the Town of Windsor as General Commercial (GC) zoned property. The property is located to the northeast of existing town limits just west of the intersection of Harmony Road and SH 257. The purpose of this annexation is to annex Harmony Road right-of-way and assemble adjoining properties as a part of the proposed Rocky Mountain Sports Park. Development of the Rocky Mountain Sports Park itself will require various additional approvals by Town Board.

The Land Use Plan of the 2016 Comprehensive Plan designates this property as General Commercial, consistent with the proposed zoning. Zoning for abutting properties include General Commercial (GC), Limited Industrial (IL) and Weld County Agriculture (A) and Planned Unit Development (PUD).

The Comprehensive Plan Growth Strategy includes the property within in a Developed Area and this area is adjacent to Committed and Secondary Growth Areas. The Harmony Road corridor is one of the main growth areas in Town and is foreseen to develop with a mix of residential and commercial uses. The

corridor also serves as an important role moving traffic east and west through the region.

The applicant held a neighborhood meeting on December 18, 2017.

At its January 8, 2018 regular meeting, the Town Board adopted Resolution No. 2018-004 that declared certain findings of fact concerning the Swanson Annexation, determined substantial compliance with Colorado Municipal Annexation Act (1965), and established public hearing dates before the Planning Commission and the Town Board. The established hearing dates were February 7, 2018 for the Planning Commission and February 12, 2018 by the Town Board. The ordinance remains unchanged since first reading.

An Annexation Report has been prepared that detail on the adequate provision of utilities and services to the property, maintenance of infrastructure, and a finding of no impact to the school district due to the proposed General Commercial use and zoning.

At their February 7, 2018 meeting the Planning Commission forwarded a recommendation of approval of the Swanson Annexation and zoning designation. Town Board approved first reading of the ordinance at the February 12, 2018 meeting.

Mayor Melendez asked if there were any questions from Town Board members.

Town Board Member Baker inquired if this did not pass, would it mean that any development that happens would not come to the town for approval instead it would go to the county.

Mr. Hornbeck answered, yes.

Mayor Melendez asked if anyone in the audience wished to speak on this matter.

There was no one.

Mayor Melendez asked for a motion.

Town Board Member Scheuerman moved to approve Ordinance No. 2018-1556, An Ordinance Annexing and Zoning Certain Territory known as the Swanson Annexation to the Town of Windsor on second reading; Town Board Member Rennemeyer seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Scheuerman, Bennett, Rennemeyer, Adams, Melendez; Nays-None; Motion passed.

6. Public Hearing – Ordinance No. 2018-1557 - An Ordinance of the Town Board of the Town of Windsor, Colorado, Approving the Service Plan for Ptarmigan West Metropolitan District Nos. 1-3, and Authorizing the Execution of an Intergovernmental Agreement Between the Town and the Districts

- Legislative action
- Staff presentation: Carolyn Steffl, Metropolitan District Special Counsel; Ian McCargar, Town Attorney

Mayor Melendez requested a motion to open public hearing.

Town Board Member Rennemeyer moved to open the public hearing; Town Board Member Scheuerman seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Scheuerman, Bennett, Rennemeyer, Adams, Melendez; Nays- None; Motion passed

The Ptarmigan West Metropolitan Districts No's. 1-3 propose to organize and serve the land area controlled by Tom Muth at the northeast corner of I-25 and State Highway 392. The Districts' counsel has worked closely with the Town's Metropolitan District Special Counsel, Carolyn Steffl to adhere closely to the Town's Model Service Plan. Ms. Steffl's Memorandum dated February 20, 2018, provides the legal details regarding the proposed service plan for these proposed new districts. Given that the Districts have adhered closely to the Town's Model Service Plan, Ms. Steffl is recommending approval.

Ms. Carolyn Steffl, Metropolitan District Special Counsel, stated that a proposed service plan was submitted to the Town of Windsor on January 12, 2018 for organization of three new metropolitan districts to be known as Ptarmigan West Metropolitan District Nos. 1-3. We have provided comments on the service plan, which have all been addressed by the organizers. The service plan fulfills all of the requirements of the Town Code and the Special District Act for creation of new metropolitan districts, and is consistent with the Town's Model Service Plan.

Ms. Steffl provided an overview of the plan:

- Three metropolitan districts would be created. District No. 1 is proposed to be the Coordinating District. District No. 2 would consist of residential development, and District No. 3 would consist of commercial development.
- The Districts would be authorized to issue up to \$25 Million in debt to fund public improvements for residential and commercial development. The public improvements, consisting of grading/miscellaneous, sanitary sewer, water, storm sewer, street and landscaping improvements, are estimated to cost approximately \$22 Million. Projected assessed value at build-out is \$102 Million. The financial plan attached to the service plan projects that revenue from property taxes and a one-time capital improvement fee (\$2,500 per dwelling) will be sufficient to pay the proposed debt over thirty years.
- The development is expected to take seven years to complete. The estimated population within the Districts' boundaries at build-out is approximately 795 persons.
- The new Code requirements regarding posting notice of calls for nominations and holding budget meetings within the District's boundaries (and in the evenings in alternate years) have been added to the service plan and the intergovernmental agreement with the Town.

Mayor Melendez asked if there were any questions from Town Board members.

Town Board Member Adams inquired if any changes were going to be made for the road that goes through that area.

Zachary White, representing the organizers of the district, responded stating that the Service Plan does not address the ultimate development plan as to what the roads will look like throughout the development.

Those changes will come before the Town Board in the future where you will then make a final determination on it.

Ms. Steffl specified that what the Service Plan does is approve the organization of this new Metropolitan District ability to issue debt. The roads are one of the improvements they can use, however, will be subject to going through the full development process.

Town Board Member Scheuerman questioned the estimates as it relates to the debt that would be issued. There is a significant amount related to streets. Ms. Scheuerman requested if those funds were intended for just internal streets or if it would contribute towards County Road 5 improvements that may be required as a part of the development.

Mr. White affirmed that the Service Plan does include a section dealing with enhancements to the Town that does discuss the widening of County Road 5 as well as adding a privacy wall along County Road 5 in order to reduce noise

Mayor Melendez asked if anyone in the audience wished to speak on this matter.
There was none.

Mayor Melendez requested a motion to close public hearing.

Town Board Member Adams moved to close the public hearing; Town Board Member Bennett seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Scheuerman, Bennett, Rennemeyer, Adams, Melendez; Nays- None; Motion passed

7. Ordinance No. 2018-1557 - An Ordinance of the Town Board of the Town of Windsor, Colorado, Approving the Service Plan for Ptarmigan West Metropolitan District Nos. 1-3, and Authorizing the Execution of an Intergovernmental Agreement Between the Town and the Districts
Simple majority vote on First Reading
 - First reading
 - Legislative action
 - Staff presentation: Carolyn Steffl, Metropolitan District Special Counsel; Ian McCargar, Town Attorney

Mayor Melendez asked if there was anything further to report.
Mr. McCargar had nothing further to add.

Mayor Melendez asked if there were any questions from Town Board members.
There was none.

Mayor Melendez asked for a motion.

Town Board Member Rennemeyer moved to approve Ordinance No. 2018-1557, An Ordinance of the Town Board of the Town of Windsor, Colorado, Approving the Service Plan for Ptarmigan West Metropolitan District Nos. 1-3, and Authorizing the Execution of an Intergovernmental Agreement

Between the Town and the Districts on first reading; Town Board Member Scheuerman seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Scheuerman, Bennett, Rennemeyer, Adams, Melendez; Nays – None; Motion passed.

8. Economic Development Report Update

Staff presentation: Stacy Johnson, Director of Economic Development

Ms. Johnson gave an overview of the Economic Development Report that was included in packet material.

D. COMMUNICATIONS

1. Communications from the Town Attorney
None
2. Communications from Town Staff
Mayor Melendez congratulated Ms. Amanda Mehlenbacher for becoming the new Deputy Town Clerk.
3. Communications from the Acting Town Manager
None
4. Communications from Town Board Members
Town Board Member Adams wished to recognize the Windsor High School Wrestling Team for winning the State Wrestling Championship.

E. ADJOURN

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

The meeting was adjourned at 7:59p.m.

Amanda Mehlenbacher, Deputy Town Clerk



MEMORANDUM

Date: March 12, 2018
To: Mayor & Town Board
From: Millissa Berry, Senior Planner
Re: Resolution No. 2018-24 – A Resolution Making Certain Findings of Fact Concerning the Thornton Farm 24 Annexation to the Town of Windsor, Colorado; Determining Substantial Compliance with Section 31-12-101, ET SEQ., C.R.S., “The Municipal Annexation Act of 1965”; and Establishing Dates for Public Hearings Before the Planning Commission and the Town Board of the Town of Windsor, Colorado, with Regard to the Thornton Farm 24 Annexation – City of Thornton, applicant/ owner; Kevin Woods, City Manager and Mark Koleber, Water Project Director, applicant’s representatives
Item #: B.2.

Background / Discussion

The applicant, The City of Thornton, represented by Mr. Mark Koleber, has submitted a petition to annex approximately 288.4 acres to the Town of Windsor as Residential Mixed Use (RMU) zoned property. The subject property is located at 37162 Weld County Road 13 northeast of the intersection of Weld County Road 13 and Weld County Road 76. Thornton is annexing the property in accordance with the Intergovernmental Agreement that was approved by Resolution 2018-07 on January 8, 2018. The Town requested that the property be annexed so that any future development of the property would go through the Town’s land use process and comply with the Town’s standards.

The purpose of this resolution is to make certain findings of fact concerning the annexation, determining substantial compliance with the Colorado Municipal Annexation Act (Act). The Act requires that, after a conforming annexation petition has been submitted, the Town Board shall set a hearing date to determine if the allegations made in the petition are supportable and if the property is eligible for annexation. Said hearings will be held on April 18, 2018 by the Planning Commission and April 23, 2018 by the Town Board.

Financial Impact

Financial impact will be addressed during the review of the annexation.

Relationship to Comprehensive Plan

Relationship to the Comprehensive Plan will be addressed during the review of the annexation.

Relationship to Strategic Plan

Relationship to the Strategic Plan will be addressed during the review of the annexation.

Notification

Notification is not required at this stage of the review.

Recommendation

Staff recommends that the Town Board approve Resolution No. 2018-24 as presented.

Attachments

Resolution No. 2018-24

Application Materials

Cc: Kevin Woods, applicant/applicant's representative
Mark Koleber, applicant's representative

TOWN OF WINDSOR

RESOLUTION NO. 2018-24

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT CONCERNING THE THORNTON FARM 24 ANNEXATION TO THE TOWN OF WINDSOR, COLORADO; DETERMINING SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-101, *ET. SEQ.*, C.R.S., “THE MUNICIPAL ANNEXATION ACT OF 1965”; AND ESTABLISHING DATES FOR PUBLIC HEARINGS BEFORE THE PLANNING COMMISSION AND THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, WITH REGARD TO THE THORNTON FARM 24 ANNEXATION

WHEREAS, the Town Clerk has received an Annexation Petition dated January 6, 2018, a copy of which is attached hereto and incorporated herein by this reference as if set forth fully, seeking annexation of certain real property described therein and proposed as the “Thornton Farm 24 Annexation”; and

WHEREAS, pursuant to The Municipal Annexation Act of 1965, the Town Board is required to determine whether or not the aforementioned Annexation Petition is in substantial compliance with the requirements of said Act; and

WHEREAS, upon such determination, the Town Board is required to set public hearing dates in accordance with the requirements of said Act; and

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

1. That pursuant to Section 31-12-107, C.R.S., an Annexation Petition has been filed with the Town Clerk for the annexation of certain real property known as the “Thornton Farm 24 Annexation”, more fully and particularly described within said Annexation Petition.
2. That the Town Board finds that the aforesaid Annexation Petition is in substantial compliance with Section 31-12-107(1), C.R.S.
3. That in accordance with the Town Board’s determination, public hearings shall be held before the Planning Commission and the Town Board to determine if the proposed annexation complies with Sections 31-12-104 and 105, C.R.S.
4. That a public hearing shall be held before the Planning Commission at 7:00 p.m. on Wednesday, April 18, 2018, at Windsor Town Hall, 301 Walnut Street, Windsor, Colorado.
5. That a public hearing shall be held before the Town Board at 7:00 p.m. on Monday, April 23, 2018, at Windsor Town Hall, 301 Walnut Street, Windsor, Colorado.
6. That the Town Clerk, or her designee, shall give notice of the aforesaid hearings in compliance with the Municipal Annexation Act of 1965.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 12th day of March, 2018.

TOWN OF WINDSOR, COLORADO

Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

ANNEXATION PETITION
C.R.S. 31-12-107(1)

(I, We) the landowner(s) of more than 50% of the territory, excluding public streets and alleys, described as a parcel of land being part of the Northwest Quarter (NW1/4) of Section Twenty-nine (29) and part of Section Thirty (30), both in Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado containing 288.397 acres more or less, allege the following to be true and correct:

The perimeter of the proposed annexation has a distance of 17,636.09 feet, of which 4,773.63 feet are contiguous to the existing TOWN limits of the TOWN OF WINDSOR. A minimum of 1/6 of the perimeter of the proposed annexation is contiguous to the TOWN OF WINDSOR.

We further allege:

1. It is desirable and necessary that said territory be annexed to the TOWN OF WINDSOR.
2. A community of interest exists between the said territory and the TOWN OF WINDSOR.
3. Said territory is urban or will be urbanized in the near future.
4. Said territory is integrated or capable of being integrated with the TOWN OF WINDSOR.
5. No land held in identical ownership is divided into separate parcels unless the owner of said tract has consented in writing or joins in this Petition.
6. No land held in identical ownership comprises 20 acres and together with improvements had an assessed valuation in excess of \$200,000.00 in the year preceding the filing of this Petition.
7. No proceedings for annexation of the territory have been commenced for annexation to another municipality.
8. The signers hereof comprise the landowners of more than 50% of the territory proposed to be annexed exclusive of streets and alleys, and are in fact owners of 100% of the hereinafter described property.

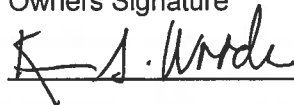
Therefore, the undersigned hereby request that the TOWN OF WINDSOR approve the annexation of the area described above and do herewith pay the required fees.

In addition to the annexation, the undersigned request the zoning of RMU - Residential Mixed Use for the above described property.

Date

1-26-18

Owners Signature



Mailing Address

9500 Civic Center Drive

Thornton, CO 80229

RESOLUTION

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR, COLORADO AND THE CITY OF THORNTON, COLORADO DECLARING CERTAIN PROPERTY OWNED BY THE CITY OF THORNTON AS SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSITION.

WHEREAS, the City of Thornton (Thornton) plans to install, construct, operate, and maintain a water pipeline, generally referred to as the Thornton Water Project (Project) to deliver water supplies to Thornton; and

WHEREAS, Weld County Road 13 (County Line Road or Larimer County Road 1) was identified through discussions with the Town of Windsor (Windsor) as the preferred Project corridor through Windsor's growth area; and

WHEREAS, Windsor will permit Thornton to construct the Project through Windsor's corporate limits and across a Windsor-owned property in exchange for Thornton annexing a Thornton-owned property (Thornton Property) adjacent to Weld County Road 13; and

WHEREAS, it is beneficial to Windsor to have the Thornton Property annexed and it is beneficial to Windsor and Thornton to coordinate on the installation, construction, operation, and maintenance of the pipeline through Windsor's corporate limits and across Windsor-owned property; and

WHEREAS, an Intergovernmental Agreement (Agreement) between Windsor and Thornton, a copy of which is attached hereto as Attachment A, to provide for annexation of the Thornton Property and dedication of road right-of-way, as described in the Agreement, to Windsor and to install, construct, operate, and maintain the Project through Windsor's corporate limits and across a Windsor-owned property was unanimously approved by Windsor's Town Board, at the January 8, 2018, Windsor Town Board meeting; and

WHEREAS, Thornton has determined that the property interests to be dedicated are not required for use by Thornton, and Thornton has determined, in order to further the Project, that it is in its best interest to dedicate these property interests; and

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.*, and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:

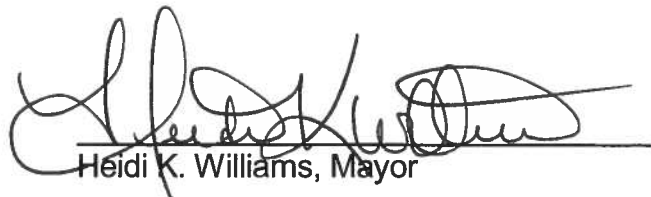
1. The City Council hereby approves the Agreement between Windsor and Thornton, a copy of which is attached hereto and incorporated herein by this reference, and hereby directs the City Manager, on behalf of the City, to execute and the City Clerk to attest said Agreement, or a modified

Agreement, as long as the modified Agreement contains substantially the same terms and conditions as contained in the attached Agreement.

2. That Thornton's property interests in the lands necessary for the right-of-way, including future right-of-way, for Weld County Road 76 and Weld County Road 13 on the Thornton Property are dedicated surplus property, which may be dedicated to Windsor and the Town of Timnath (Timnath), respectively.
3. That the City Manager is hereby authorized to execute on behalf of Thornton:
 - a) Windsor's annexation application and petition or other documents as needed to allow Windsor to process the application as long as the documents are consistent with the terms of the Agreement, or any other forms or documents necessary to fulfill the intent of the Agreement.
 - b) Any forms or documents necessary to dedicate the right-of-way, including future right-of-way, for Weld County Road 76 and Weld County Road 13 on the Thornton Property to Windsor and Timnath, respectively.
 - c) Any forms or documents necessary to acquire an easement across Windsor-owned property for the Project.
4. That the Agreement shall not be in full force and effect until fully executed by both Thornton and Windsor and that full execution of the Agreement is a condition precedent to dedication of Thornton's property interest in the right-of-way on the Thornton Property to Windsor or Timnath.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, on January 23, 2018.

CITY OF THORNTON, COLORADO



Heidi K. Williams, Mayor

ATTEST:



Kristen N. Rosenbaum, City Clerk

ATTACHMENT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR, COLORADO AND THE CITY OF THORNTON, COLORADO

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into effective the 23rd day of January, 2018, by and between Town of Windsor, a Colorado home rule municipal corporation ("Town") and the City of Thornton, a Colorado home rule municipality ("Thornton" or "Property Owner"), collectively (the "Parties") and is made concerning the real property described on **Exhibit A**, attached hereto and incorporated herein by reference ("the Property"), and the Thornton Water Project.

WITNESSETH:

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.*, and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, Thornton is the owner of the Property, which is located within Town's Growth Management Area ("GMA") as shown on **Exhibit B**; and

WHEREAS, the Property consists of approximately 288 acres, more or less, located north of Windsor and generally east of and adjacent to Weld County Road 13 as illustrated on **Exhibit C**; and

WHEREAS, the Property is north of and adjacent to approved residential development taking place under Town's land use authority; and

WHEREAS, Thornton intends to transfer a portion of the Property to Xcel Energy for use as an electric power transmission substation facility; and

WHEREAS, the Parties agree that the location of the Property in Town's GMA favors its annexation into Town's corporate limits; and

WHEREAS, the Parties agree that the intended use of a portion of Property as an electric power transmission substation facility favors its annexation into Town's corporate limits; and

WHEREAS, the Parties agree that Town's regulation of the proposed electric power transmission substation facility will primarily consist of administrative site plan approval in accordance with the applicable provisions of the *Windsor Municipal Code* ("Town Code"); and

WHEREAS, Thornton plans to install, construct, operate and maintain a water pipeline, generally referred to as the Thornton Water Project and appurtenances thereto ("the Pipeline") within Town's corporate limits or GMA; and

WHEREAS, the Parties agree that it is beneficial to the Town and Thornton for the Parties to coordinate and cooperate with each other to allow Thornton to install, construct, operate and maintain the Pipeline in Town's corporate limits or GMA; and

WHEREAS, it is the intent of the Parties that this Agreement contains all the rights and obligations of the Parties which shall be performed by the Parties with respect to annexation of the Property and installation, construction, operation and maintenance of the Pipeline within Town's corporate limits or GMA.

NOW, THEREFORE, in consideration of the foregoing and the terms, covenants, conditions and provisions hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions for annexation and future development of the Property within the Town, and to coordinate the installation, construction, operation and maintenance of the Pipeline within the Town's corporate limits or GMA. All conditions contained herein are in addition to applicable state statutes, and are not intended to supersede such requirements, except as specifically provided in this Agreement. All exhibits attached hereto are incorporated herein by this reference and are an integral part hereof.

2. Installation, construction, operation and maintenance of the Pipeline within Town's corporate limits. Town will permit Thornton to install, construct, operate and maintain the Pipeline within Town's corporate limits which exists as of the date of this Agreement or which may subsequently be annexed by Town, as specified below.

- a. Upon request by Thornton, Town will timely grant or process any necessary permits or other approvals for installation, construction, operation and maintenance of the Pipeline through an administrative process unless otherwise required. Thornton will pay customary fees or costs for necessary permits or approvals.
- b. Upon request by Thornton, Town will cooperate and convey to Thornton the easements for installation, construction, operation and maintenance of the Pipeline across the Kyger property (Larimer County APN 8613000907) as described in attached **Exhibit D**.

Installation, construction, operation and maintenance of the Pipeline within Town's GMA. Thornton will coordinate with Town regarding the location and construction of the Pipeline in Town's GMA. Town acknowledges that the Pipeline location and construction outside of Town's corporate limits will be subject to Weld or Larimer County regulations and permitting processes, which may supersede Town's requirements regarding the Pipeline location and construction outside Town's corporate limits.

3. Annexation of the Property. The Property shall be annexed to Town by ordinance, not by election, in accordance with the terms of this Agreement, including adjacent right-of-way, as shown on the annexation maps attached hereto as **Exhibit C**. The annexation of

the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965 (as amended, the "Act"), the Town Code and all applicable laws, and this Agreement. In addition:

- a. Property Owner agrees that it will not withdraw the annexation petition for the Property once it has been filed with Town.
- b. Property Owner will pay Town \$2,529, for the annexation and zoning of the Property, which is the fee typically associated with the application for annexation and zoning of similar property. Town will not charge Property Owner any other fees for the annexation and zoning of the Property.
- c. Property Owner will submit the aforementioned annexation petition, fee and annexation plat within ten (10) business days of the execution of this agreement.
- d. Town will prepare the required Annexation Impact Report without cost to Property Owner.
- e. Town will obtain, and will not require the Property Owner to obtain, letters of referral from special districts agreeing to service the Property, and a statement from the school district serving the area of the effect of the annexation upon the school district.
- f. Property Owner will not be required to submit any of the following in conjunction with the annexation and zoning of the Property:
 - i. Property Master Plan
 - ii. Soils description and limitation report
 - iii. Preliminary Utility Plan
 - iv. Preliminary Drainage Plan
 - v. Water rights historical use affidavit
 - vi. Statement of Community Need
- g. Upon filing, Town will undertake administrative and legislative action on the petition for annexation as provided by law.

4. Application of Town Laws - Town Services. Except as expressly provided herein, all Town ordinances, regulations, codes, policies and procedures in existence and as the same may change from time to time, shall be applicable to the use and development of the Property, upon annexation. Upon annexation, Town shall provide all customary municipal services to the Property, to the same extent and upon the same terms and conditions as such services are provided to other properties throughout Town. The Parties recognize that Town does not provide infrastructure to serve the Property and Property Owner will be responsible for extending all utilities and streets to serve the Property when developed. Failure of Property

Owner to obtain utilities or provide streets to the Property, except by action of Town to prevent installation of such infrastructure, shall not be grounds for disconnection. In addition:

- a. Treated water service to the Property will be provided by North Weld County Water District when developed.
- b. Sanitary sewer service to the Property will be provided by Boxelder Sanitation District when developed.
- c. The property owner at the time of development will be responsible for extending all utilities, storm drainage facilities, and streets to serve the Property when developed, at no cost to Town.
- d. The property owner at the time of development will be required to meet the requirements of the Town Code for irrigation of common areas, open spaces and parks when the Property is developed.
- e. The property owner at the time of development will coordinate with owners of properties within Town's corporate limits adjacent to the Property to provide pedestrian and vehicular access between the Property and the adjacent properties as may be necessary to implement Town's transportation masterplan when the Property is developed.
- f. The Town Code and Town's then-existing design and construction standards shall be applicable to all future construction of improvements located on the Property and intended for dedication to Town, including water lines (except the Pipeline described herein), sewer lines, roadway improvements, storm drainage improvements, park improvements, traffic safety and control devices, and the like common to similar developments in Town.

5. Zoning and Development of the Property. Upon annexation, the Property will be zoned RMU – Residential Mixed Use under Chapter 16, Article XXIV of the Town Code. The Parties acknowledge Property Owner currently has no plans to develop the Property and shall be permitted to continue all existing uses, including use for agricultural purposes, until such time as development is sought and approvals are issued by Town for the Property.

6. Water and Water Rights. Property Owner acknowledges that Property Owner shall be required to meet Town Code requirements for irrigation of common areas, open space areas, and parks when the Property is developed except as otherwise set forth herein. Town shall not require Property Owner to provide to Town or to any water provider or district any water or water rights, well or well rights, reservoir or storage rights, stock in mutual ditch and irrigation companies, or any other water or water rights for annexation of the Property, use or development of the Property, or installation, construction, operation or maintenance of the Pipeline. Water to serve the Property shall be provided per Paragraph 5.a. above.

7. Covenants Run With the Property. This Agreement shall be recorded in the real estate records of Weld County and constitute a covenant running with the Property.

8. Burdens and Benefits. The burdens and benefits of this Agreement shall bind and inure to the benefit of the Parties, all estates and interests in the Property and in the Pipeline, and all successors or assigns of the Parties, except as may be otherwise expressly provided in this Agreement.

9. Infrastructure Standards. The Parties acknowledge and agree that Town Code and Town's then-existing design and construction standards shall be applicable to all future construction of items on the Property historically considered to be public in nature, including generally, water lines (except the Pipeline as described herein), sewer lines, streets, drainage improvements, park improvements, traffic safety and control devices, etc. common to similar developments in Town.

10. Breach by Property Owner - Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement related to the Property by Property Owner, and until such breach is corrected, Town may take such actions as are permitted and/or authorized by the ordinances of Town, this Agreement, and/or other law, as Town reasonably deems necessary in order to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the residents of Town from undue hardship and undue risk. These remedies include, but are not limited to:

- a. The refusal to issue any building permit;
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- c. Refusal to accept further land use applications for the Property;
- d. Disconnection of the Property from Town;
- e. Specific performance of this Agreement;
- f. Placement of a lien on the Property to be collected with the property taxes;
- g. Any other remedy available at law or in equity.

Unless necessary to protect the immediate health, safety and welfare of Town, Town shall provide Property Owner ninety (90) days prior written notice of its intent to take any action under this paragraph, specifying the claimed breach or default of such Property Owner. If during such ninety (90) day period Property Owner commences to cure the breach described in the notice and proceeds reasonably thereafter to cure the breach, any action taken by Town to enforce this Agreement shall be discontinued and no further action shall be taken by Town to the extent that Property Owner diligently pursues the cure to completion.

11. Breach by Town: Property Owner's Remedies. Property Owner shall have any and all remedies against Town for breach of this Agreement available at law or in equity for a material breach of this Agreement by Town, including but not limited to specific performance

and the right to seek statutory disconnection for a material breach which substantially impairs Property Owner's ability to develop the Property or install, construct, operate and maintain the Pipeline as provided for in this Agreement.

12. Acknowledgements. It is expressly understood that Property Owner and Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with Thornton City Charter and Thornton City Code, Town Charter and Town Code, and the laws of the State of Colorado. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances, or as a waiver or abrogation of each other's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of their respective city and town or its inhabitants; nor shall this Agreement prohibit the enactment by Thornton or Town within their respective jurisdictions of any fee, ordinance, resolution, rule or regulation which is of uniform and general application.

13. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth. All notices so given shall be considered effective on the date of delivery or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which further notices shall be sent.

Notice to Town:

Town of Windsor
301 Walnut Street
Windsor, Colorado 80550
Telephone: (970) 674-2400

with copy to:

Town Attorney
301 Walnut Street
Windsor, Colorado 80550
Telephone: (970) 674-2400

Notice to Property Owner:

City of Thornton
9500 Civic Center Drive
Thornton, CO 80229
Telephone: 303-538-7200

with a copy to:

City Attorney
City of Thornton
9500 Civic Center Drive
Thornton, CO 80229
Telephone: 303-538-7210

14. Assignment. Property Owner shall have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement related to the Property or Pipeline to any person or entity, directly or indirectly, controlling, controlled by, or under common control

with Property Owner without the consent of Town. The terms “controlling,” “controlled by,” or “under common control with,” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities or otherwise. Property Owner shall also have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement related to the Property or Pipeline to any other person or entity having the legal authority and financial ability to perform the obligations being assigned to such person or entity after at least thirty (30) days prior written notice to Town. Upon such notice and written assumption of the obligations of Property Owner by an assignee, the assignor shall be relieved of any further obligations or liability with respect to the performance of any of the duties or obligations of Property Owner which have been assigned or transferred arising after the date such duties and obligations are assumed by the Assignee.

15. Authority to Execute Documents. This Agreement must be mutually approved by Thornton’s City Council and Windsor’s Town Board. Thornton City Council’s approval of this Agreement will authorize the Thornton City Manager to execute Town’s annexation application and petition or other documents as needed to allow Town to process the application as long as the documents are consistent with the terms of this Agreement. Windsor’s Town Board’s approval of this Agreement will authorize the Windsor Town Manager or his designee to execute all documents necessary for annexation of the Property, and all documents necessary to allow the installation, construction, operation and maintenance of the Pipeline as provided for in this Agreement, including, but not limited to all easements, permits and licenses, as long as the documents are consistent with the terms of this Agreement.

16. Title and Authority. Property Owner warrants and represents to Town that it is the record owner of the Property, except for county roads shown on the annexation map. The persons signing this Agreement on behalf of Thornton or Town represent and warrant that he or she has full power and authority to enter into this Agreement on behalf of Thornton or Town. Thornton and Town understand that each is relying on such representations and warranties in entering into this Agreement.

17. Colorado Governmental Immunity Act. The Parties hereto understand and agree that they are relying on, and do not waive or intend to waive, by any provision of this Agreement, any rights, protections, or privileges provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as it is from time to time amended, or otherwise available to the Parties, their officers, or employees.

18. This Agreement shall not be deemed a multiple fiscal year obligation in violation of Article X, Section 20 of the Colorado Constitution.

19. Entire Agreement - Amendments. This Agreement represents the entire agreement of the Parties with respect to the annexation of the Property to Town and development of the Property, and the installation, construction, operation and maintenance of the Pipeline within Town. There are no promises, terms, conditions, or obligations other than those contained herein, which shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto. This Agreement may be amended only by written

agreement between Thornton and Town. In the event that the Property is subdivided and lots are sold to different individuals in the future, this Agreement may be amended by agreement between Thornton and Town, without consent of such lot owners to the extent such amendment does not adversely affect such other lot owners in a material manner.

20. Severability. If any part, term, or provision of the annexation or zoning of the Property or any portion of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, declared void or in conflict with any law of the State of Colorado by final court action, meaning that no appeal can be made or the time to appeal has expired, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the Parties shall cooperate to cure any such defect. If such defect has affected the annexation or zoning of the Property, after cure, Town shall reinstitute and complete proceedings to annex and zone the Property according to the terms of this Agreement and to otherwise carry out the terms and provisions hereof. If necessary, Property Owner agrees to reapply for annexation after such cure. If such defect has affected the ability of Property Owner to install, construct or maintain the Pipeline, after cure, the Parties agree to take such steps as are necessary allow installation of the Pipeline in accordance with the intent and terms of this Agreement.

21. Effective Date-Termination. This Agreement shall be effective and binding upon both Parties as of the date set forth above but shall not affect the effective date of the ordinance annexing the Property to Town. The annexation and zoning provisions in this Agreement shall be terminated and considered null and void on the date of disconnection if the Property is subsequently disconnected from Town. The provisions of this Agreement providing for the installation, construction, operation and maintenance of the Pipeline shall not terminate if the Property is subsequently disconnected from the Town.

22. Further Assurances. The Parties agree to execute such additional documents and take such additional action as may be necessary to effectuate the intent of this Agreement.

23. No Duress. The Parties agree that this Agreement is freely and voluntarily executed by them after an opportunity for each party to obtain legal advice.

24. Execution and Counterparts. This Agreement may be executed and filed in any number of counterparts, all of which when taken together shall constitute the entire agreement of the Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Should any party institute legal suit or action for enforcement of any right or obligation contained herein, it is agreed that exclusive venue of such suit or action shall be in Weld County, Colorado.

26. Third Party Beneficiaries. This Agreement is made by and between the Parties and, to the extent permitted, successors or assigns and solely for their benefit. No third parties,

including but not limited to adjacent property owners and/or individual lot owners or buyers, shall be entitled to enforce the duties or enjoy the rights created herein.

27. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

28. Approvals. Whenever approval or acceptance of Town is necessary pursuant to any provisions of this Agreement, Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties, intending to be legally bound hereby as of the date set forth above.

[Signature pages follow]

TOWN:
Corporation

TOWN OF WINDSOR, COLORADO,
A Colorado Home Rule Municipal

ATTEST:

Patti Garcia
Patti Garcia, Town Clerk

Kristie Melendez
Kristie Melendez, Mayor

APPROVED AS TO FORM

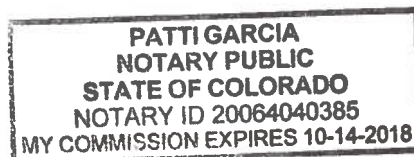
Ian D. McCargar
Ian D. McCargar, Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 8th day of January 2018, by Kristie Melendez, Mayor, Town of Windsor.

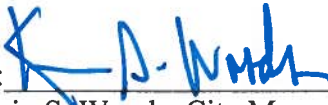
WITNESS my hand and official seal.

Patti Garcia
Notary Public
My Commission expires: 10/14/18



PROPERTY OWNER:

CITY OF THORNTON, COLORADO,
A Colorado home rule municipality

By: 
Kevin S. Woods, City Manager

ATTEST:


Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM


Luis A. Corchado, City Attorney



APPLICATION PACKET LAND USE APPLICATION

1

The Town of Windsor Planning Department reserves the right to reject incomplete submittals, per the application checklist and Municipal Code requirements for all applications. Please submit completed application and materials to planningtechs@windsorgov.com. Staff will review the submittal and advise you of its completeness for processing.

2

APPLICATION TYPE:

- ☒ Annexation
☐ Master Plan
☐ Rezoning
☐ Minor Subdivision
☐ Lot Line Adjustment
☐ Major Subdivision
☐ Site Plan

SUBTYPE:

(for Major Subdivisions and Site Plans only)

- ☐ Preliminary
☐ Final
☐ Qualified Commercial/Industrial
☐ Administrative

Project Name*: Thornton Farm 24 Annexation

Legal Description*: Part of NW1/4 S29 and part of S30 T7N R67W

Address/Location*: 37162 County Road 13

Existing Zoning: Agricultural

Proposed Zoning: RMU Residential Mixed Use

3

OWNER:

Name(s)*: City of Thornton, Colorado

Company:

Address*: 9500 Civic Center Drive, Thornton, CO 80229

Phone #*: (303) 538-7200

Email*: citymanager@cityofthornton.net

APPLICANT (Owner or Owner's Representative):

Name*: Kevin Woods, City Manager

Company:

Address*: 9500 Civic Center Drive, Thornton, CO 80229

Phone #*: (303) 538-7617

Email*: kevin.woods@cityofthornton.net

AUTHORIZED REPRESENTATIVE:

Name:

Company:

Address:

Phone #:

Email:

4

All correspondence will only be sent to those listed above. It is the sole responsibility of those listed to distribute correspondence to other applicable parties.

I hereby depose and state under the penalties of perjury that all statements, proposals, and/or plans submitted with or contained within the application are true and correct to the best of my knowledge.

Signature:

K. Woods

Date:

1-26-18

(Proof of owner's authorization is required with submittal if signed by Applicant)

Print Name: Kevin Woods

*Required fields



APPLICATION PACKET ANNEXATION

The following checklist is intended to provide an outline for applicants to ensure a complete submittal and to avoid processing delays due to inadequate information. Land use applications shall include all items listed in the following checklist. If an item is not checked as included in the submittal, a detailed narrative statement outlining reasons why the item has not been submitted shall be included. Lack of such statement or required item shall constitute an incomplete submittal and shall be rejected by the Town. Please review Chapter 15 Article I of the Town of Windsor Municipal Code for complete application and procedural requirements.

APPLICATION SUBMITTAL REQUIREMENTS:

1

Planning Department Checklist

Applicant Checklist

☐
☐

Completed checklist. Items not checked are explained in the narrative

☐
☐

Completed Land Use Application (attached)

☐
☐

Application fee consistent with the Town of Windsor Fee Schedule

☐
☐

Annexation petition (example attached) and statement of community need

☐
☐

All required drawings and supportive information per the Municipal Code Windsor Municipal Code Sections 15-1-30(b), 15-1-30(c), and 15-1-30(d)

☐
☐

All submittals shall follow the Town's Submittal Requirements and File Naming Conventions available from the Planning Department

ANNEXATION MAP REQUIREMENTS:

2

Planning Department Checklist

Applicant Checklist

☐
☐

Drawing dimensions shall be twenty-four by thirty-six (24x36) inches. All drawings shall be made with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet

☐
☐

Date of preparation, the scale, a symbol designating true north and zoning

☐
☐

Name of the annexation

☐
☐

Names and contact information of applicant and firm or person preparing map

☐
☐

Vicinity map

☐
☐

Legal description (*township, range, section, lot, block, subdivision*)

☐
☐

Each ownership within and adjacent to the property

☐
☐

Length and distinction of the boundary that is contiguous to the Town

☐
☐

Applicant revisions block (*includes fields for date, initials, description*)

☐
☐

Appropriate certification blocks as provided by the Planning Department

☐
☐

Existing and requested zoning and acreage of each requested zone

☐
☐

The location and dimensions of all existing and proposed easements and rights-of-way

Revised 9/7/2016

Town of Windsor – Planning Department

301 Walnut Street | Windsor, Colorado | 80550 | phone 970-674-2415 | fax 970-674-2456 | www.windsorgov.com

THORNTON FARM 24 ANNEXATION
TO THE TOWN OF WINDSOR

Situate in the Northwest Quarter of Section 29 and in Section 30, Township 7 North, Range 67 West of the 6th P.M.,
County of Weld, State of Colorado

PROPERTY DESCRIPTION

A parcel of land being part of the Northwest Quarter (NW1/4) of Section Twenty-nine (29) and part of Section Thirty (30), both in Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the East Quarter (E1/4) corner of said Section 30 and assuming the East line of the Southeast Quarter (SE1/4) of said Section 30 as bearing South 00°04'17" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2642.20 feet, with all other bearings contained herein relative thereto;

The following Two (2) courses and distances are along the East line of the Southeast Quarter (SE1/4) of said Section 30:
THENCE South 00°04'17" West a distance of 2592.20 feet to a Northerly line of Windsor North Annexation to the Town of Windsor, recorded January 29, 1986 as Reception No. 02040927 of the records of the Weld County Clerk and Recorder;
The following Two (2) courses and distances are along the Northerly lines of said Windsor North Annexation:
THENCE South 00°04'17" West a distance of 19.92 feet;
THENCE South 86°00'57" West a distance of 2384.29 feet to the Northeast corner of Annexation Parcel 2, Harmony Ridge Annexation to the Town of Windsor, recorded July 1, 2015 as Reception No. 4120832 of the records of the Weld County Clerk and Recorder;
The following Two (2) courses and distances are along the Northerly lines of said Annexation Parcel 2, Harmony Ridge Annexation:
THENCE South 86°00'57" West a distance of 1.88 feet;
THENCE South 86°01'21" West a distance of 2367.54 feet to the East line of Boekel Annexation 1 to the Town of Timnath, recorded October 18, 2007 as Reception No. 3511995 of the records of the Weld County Clerk and Recorder;
THENCE North 00°09'55" West along the East line of said Boekel Annexation 1 and along the East line of Boekel Annexations 2, 3 and 4 to the Town of Timnath, all recorded October 18, 2007 as Reception Nos. 3511996, 3511997 and 3511998 of the records of the Weld County Clerk and Recorder, a distance of 1948.94 feet to that common boundary line depicted on Exhibit C in that Resolution recorded May 19, 2016 as Reception No. 4204939 of the records of the Weld County Clerk and Recorder;

The following Seventy-two (72) courses and distances are along said common boundary line:

THENCE South 60°16'46" East a distance of 600.07 feet;
THENCE North 26°09'22" East a distance of 43.98 feet;
THENCE North 88°08'48" East a distance of 28.89 feet;
THENCE South 76°06'33" East a distance of 35.04 feet;
THENCE South 70°19'11" East a distance of 139.00 feet;
THENCE South 78°04'55" East a distance of 45.90 feet;
THENCE North 88°28'30" East a distance of 63.70 feet;
THENCE North 77°35'16" East a distance of 71.03 feet;
THENCE North 67°53'35" East a distance of 566.88 feet;
THENCE North 48°47'58" East a distance of 36.49 feet;
THENCE North 39°49'47" East a distance of 51.39 feet;
THENCE North 28°49'11" East a distance of 65.39 feet;
THENCE North 18°59'24" East a distance of 51.50 feet;
THENCE North 09°24'45" East a distance of 120.55 feet;
THENCE North 16°39'35" East a distance of 88.82 feet;
THENCE North 22°21'32" East a distance of 56.28 feet;
THENCE North 29°09'14" East a distance of 42.39 feet;
THENCE North 42°13'45" East a distance of 35.66 feet;
THENCE North 58°47'38" East a distance of 62.76 feet;
THENCE North 62°16'56" East a distance of 83.53 feet;
THENCE North 78°06'37" East a distance of 101.45 feet;
THENCE North 66°23'34" East a distance of 49.92 feet;
THENCE North 46°47'49" East a distance of 35.95 feet;
THENCE North 17°45'42" East a distance of 33.46 feet;
THENCE North 04°02'43" East a distance of 48.08 feet;
THENCE North 06°20'38" West a distance of 27.23 feet;
THENCE North 19°02'31" West a distance of 52.37 feet;
THENCE North 25°24'28" West a distance of 52.91 feet;
THENCE North 32°31'09" West a distance of 46.93 feet;
THENCE North 45°13'39" East a distance of 96.91 feet;
THENCE North 44°09'30" East a distance of 102.70 feet;
THENCE North 62°41'18" East a distance of 71.30 feet;
THENCE North 57°34'17" East a distance of 36.77 feet;
THENCE North 48°26'17" East a distance of 41.78 feet;
THENCE North 43°04'12" East a distance of 71.97 feet;
THENCE North 46°38'09" East a distance of 57.84 feet;
THENCE North 53°45'47" East a distance of 57.62 feet;
THENCE North 46°09'32" East a distance of 54.33 feet;
THENCE North 29°59'04" East a distance of 48.90 feet;
THENCE North 24°44'44" East a distance of 53.01 feet;
THENCE North 29°37'00" East a distance of 37.71 feet;
THENCE North 42°12'45" East a distance of 35.04 feet;
THENCE North 51°08'12" East a distance of 108.10 feet;
THENCE North 38°03'05" East a distance of 206.94 feet;
THENCE North 31°30'13" East a distance of 123.54 feet;
THENCE North 34°16'39" East a distance of 56.49 feet;
THENCE North 43°44'52" East a distance of 30.57 feet;
THENCE North 53°26'27" East a distance of 185.50 feet;
THENCE North 57°30'44" East a distance of 62.54 feet;
THENCE North 76°53'09" East a distance of 38.73 feet;
THENCE North 84°37'42" East a distance of 113.98 feet;
THENCE North 79°50'31" East a distance of 128.10 feet;
THENCE South 80°51'32" East a distance of 85.54 feet;
THENCE South 37°38'36" West a distance of 208.03 feet;
THENCE South 23°06'26" West a distance of 442.41 feet;
THENCE North 83°10'07" East a distance of 376.84 feet;
THENCE North 37°41'04" East a distance of 134.21 feet;
THENCE North 82°39'31" East a distance of 129.82 feet;
THENCE North 60°37'09" East a distance of 128.94 feet;
THENCE North 42°07'17" East a distance of 160.47 feet;
THENCE North 61°26'49" East a distance of 124.54 feet;
THENCE North 58°00'25" East a distance of 134.58 feet;
THENCE North 51°51'47" East a distance of 160.80 feet;
THENCE North 67°51'50" East a distance of 43.73 feet;
THENCE South 74°22'09" East a distance of 86.04 feet;
THENCE South 29°21'11" East a distance of 150.02 feet;
THENCE South 43°16'04" West a distance of 161.50 feet;
THENCE South 11°58'40" West a distance of 100.68 feet;
THENCE South 26°55'49" East a distance of 100.12 feet;
THENCE South 79°25'26" East a distance of 247.74 feet;
THENCE South 77°16'50" East a distance of 103.95 feet;
THENCE North 87°30'54" East a distance of 115.58 feet to the East line of the Northeast Quarter (NE1/4) of said Section 30, said point being the Northwest corner of the first parcel of land described in that Warranty Deed recorded September 3, 1986 as Reception No. 02068011 of the records of the Weld County Clerk and Recorder;
The following Three (3) courses and distances are along the Northerly, Easterly and Southerly lines of said first parcel of land described in said Warranty Deed:
THENCE South 67°59'51" East a distance of 157.27 feet;
THENCE South 00°55'26" East a distance of 188.55 feet;
THENCE South 50°01'27" West a distance of 194.69 feet to the East line of the Northeast Quarter (NE1/4) of said Section 30, said point being the Southwest corner of said first parcel of land described in said Warranty Deed;
THENCE South 00°03'07" West along the East line of the Northeast Quarter (NE1/4) of said Section 30 a distance of 27.34 feet to the POINT OF BEGINNING.

Said described parcel of land contains 288.397 more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

ACKNOWLEDGEMENT OF OWNERSHIP INTEREST

Know all men by these presents that the undersigned, being all the owners, lienholders, and holders of any ownership interest as defined by the Town of Windsor, of the land described hereon, have caused such land to be annexed and master planned as indicated on this plat under the name of THORNTON FARM 24 ANNEXATION, in compliance with Town of Windsor regulations and by contractual agreement, the landowners shall bear all expenses involved in improvements.

In witness whereof, we have hereunto set our hands and seals this _____ day of _____, 20_____.

OWNER

By: _____ As: _____

NOTARIAL CERTIFICATE

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,

by _____ as _____,

Witness my hand and official seal. (SEAL)

My commission expires _____

Notary Public

ENGINEERING DEPARTMENT APPROVAL

Approved this the _____ day of _____, 20_____.

Director of Engineering

PLANNING COMMISSION APPROVAL

Approved this the _____ day of _____, 20_____.

Chairman,
Windsor Planning Commission

PLANNING DEPARTMENT APPROVAL

Approved this the _____ day of _____, 20_____.

Director of Planning

TOWN MANAGER'S APPROVAL

Approved this the _____ day of _____, 20_____.

Town Manager

PUBLIC WORKS DEPARTMENT APPROVAL

Approved this the _____ day of _____, 20_____.

Director of Public Works

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the East line of the Southeast Quarter (SE1/4) of Section Thirty (30), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.) as bearing South 00°04'17" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2642.20 feet, with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

NOTICE

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

TITLE COMMITMENT NOTE

For all information regarding easements, rights-of-way and title of records, King Surveyors relied upon Title Commitment Number 13983UTG, Amendment No: 1, dated August 2, 2017 at 8:00 am, as prepared by Unified Title Company of Northern Colorado, LLC to delineate the aforesaid information.

NOTICE OF OTHER DOCUMENTS

All persons take notice that certain documents have been executed pertaining to this development, which create certain rights and obligations of the development, the developer and/or subsequent owners of all or portions of the development site, many of which obligations constitute promises and covenants that run with the land. These documents are of record and are on file with the director of planning of the Town of Windsor and should be closely examined by all persons interested in purchasing any portion of the development site.

SURVEYOR'S STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this map of land proposed to be Annexed to the Town of Windsor, County of Weld, State of Colorado was prepared under my direct supervision from existing documents of record, and that the same is true and correct to the best of my knowledge, information and belief.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Windsor, County of Weld, State of Colorado.

PRELIMINARY

Michael Chad Dilka - On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

MAYOR'S CERTIFICATE

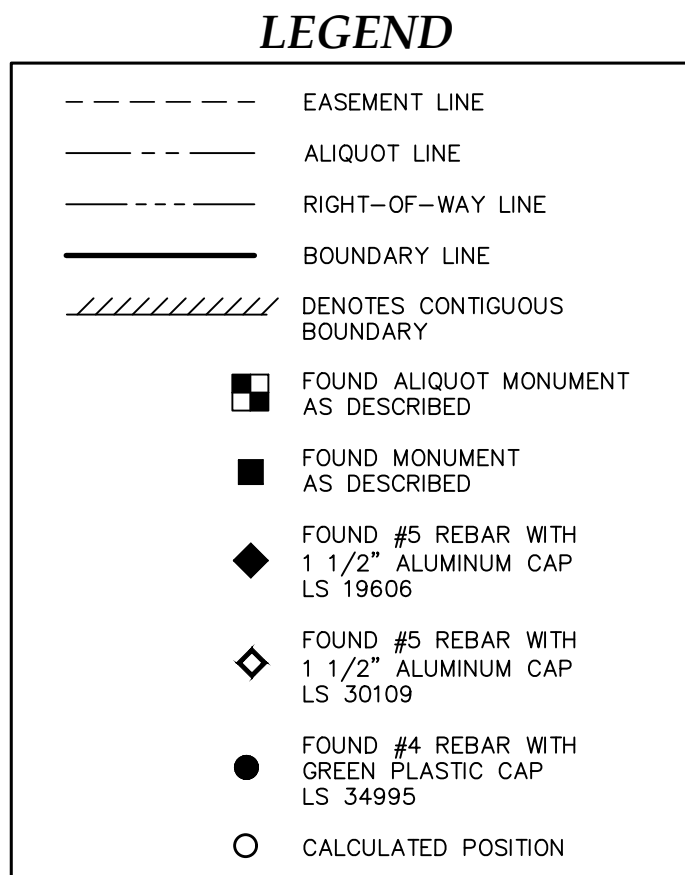
This is to certify that an annexation map of the property described herein was approved by Ordinance No. _____ of the Town of Windsor passed and adopted on the _____ day

of _____, 20_____, A.D. and that the Mayor of the Town of Windsor, as authorized by said ordinance, on behalf of the Town of Windsor, hereby acknowledges and adopts the said annexation map upon which this certificate is endorsed for all purposes indicated thereon.

Mayor _____ ATTEST: _____ Town Clerk

DATE: 12/4/2017
FILE NAME: 20170561ANX
SCALE: 1"=200'
DRAWN BY: CSK
CHECKED BY: MCD
KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: info@KingSurveyors.com
DATE: 8-23-17
ADDRESS THORNTON REDLINES CSK 8-23-17
ADDRESS THORNTON REDLINES CSK 10/3/17
ADDRESS THORNTON REDLINES MM 12/1/17
THORNTON FARM 24 ANNEXATION FOR CITY OF THORNTON 9500 CIVIC CENTER DRIVE THORNTON, CO 80229
PROJECT #: 20170561
1
SHEET 1 OF 2

Situate in the Northwest Quarter of Section 29 and in Section 30,
Township 7 North, Range 67 West of the 6th P.M.,
County of Weld, State of Colorado



PRELIMINARY

HARMONY ANNEXATION
(TIMNATH)
REC. NO. 3268214
ZONING = R-E
(Estate Residential)

CITY OF THORNTON
ANTY DEED (REC. NO. 02068011)
CLAIM DEED (REC. NO. 2826115)
OLUTION (REC. NO. 4204939)

APPROXIMATELY 35' OF RIGHT-OF-WAY
TO BE DEDICATED TO THE TOWN OF
TIMNATH AT TIME OF ANNEXATION
BY SEPARATE DOCUMENT.
FINAL RIGHT-OF-WAY WIDTH TO BE
DETERMINED BY TOWN OF TIMNATH

30' RIGHT-OF-WAY
(REC. NO. 432927)

30' RIGHT-OF-WAY
(BOOK 83, PAGE 4)

*HARMONY RIDGE ANNEXATION
(WINDSOR)
REC. NO. 4120832
ZONING = RMU
(Residential Mixed Use)*

WELD COUNTY ROAD 76

PARCEL NO. 070530000034
143.275 ACRES
EXISTING ZONING = A (Agricultural)
PROPOSED ZONING = RMU (Residential Mixed Use)

LINE TABLE		
LINE	BEARING	LENGTH
L61	N58°00'25"E	134.58'
L62	N51°15'47"E	160.80'
L63	N67°51'50"E	43.73'
L64	S24°22'09"E	86.04'
L65	57°21'11"E	150.02'
L66	S43°16'04"W	161.50'
L67	N15°58'40"W	100.68'
L68	S26°55'49"E	100.12'
L69	S79°25'26"E	247.74'
L70	S77°56'50"E	103.95'
L71	N87°30'54"E	115.58'
L72	S67°59'51"E	157.27'
L73	S50°05'26"E	188.55'
L74	S50°01'27"E	194.69'
L75	S00°03'07"W	27.32'
L76	S00°04'17"W	29.94'
L77	S86°00'57"W	1.86'

WINDSOR NORTH ANNEXATION
(WINDSOR)
REC. NO. 02040927
ZONING = RMU
(Residential Mixed Use)

SOUTHEAST CORNER
SECTION 30, T.7N., R.67W.
FOUND 3 1/2" ALUMINUM CAP
ON #6 REBAR, LS 22098, 2001

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: info@KingSurveyors.com

REVISIONS:	DATE:
ADDRESS THORNTON REDLINES	CSK 8-23-17
ADDRESS THORNTON REDLINES	CSK 10/3/17
ADDRESS THORNTON REDLINES	MM 12/1/17

THORNTON FARM 24 ANNEXATION
FOR
CITY OF THORNTON
9500 CIVIC CENTER DRIVE
THORNTON, CO 80229

PROJECT #:
20170561

2

SHEET 2 OF 2



Thornton Farm 24 Annexation

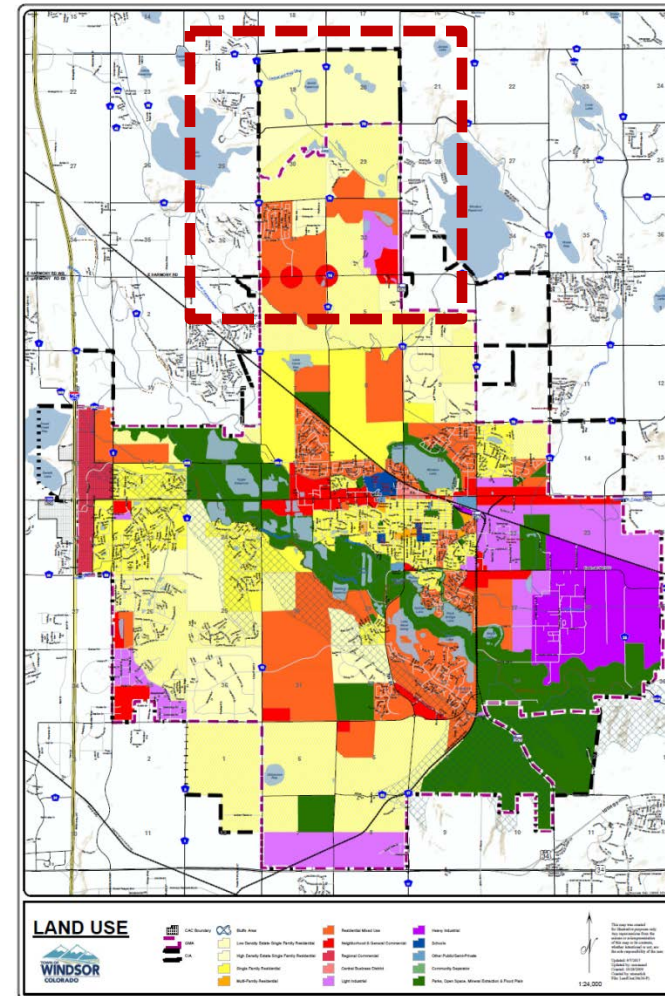
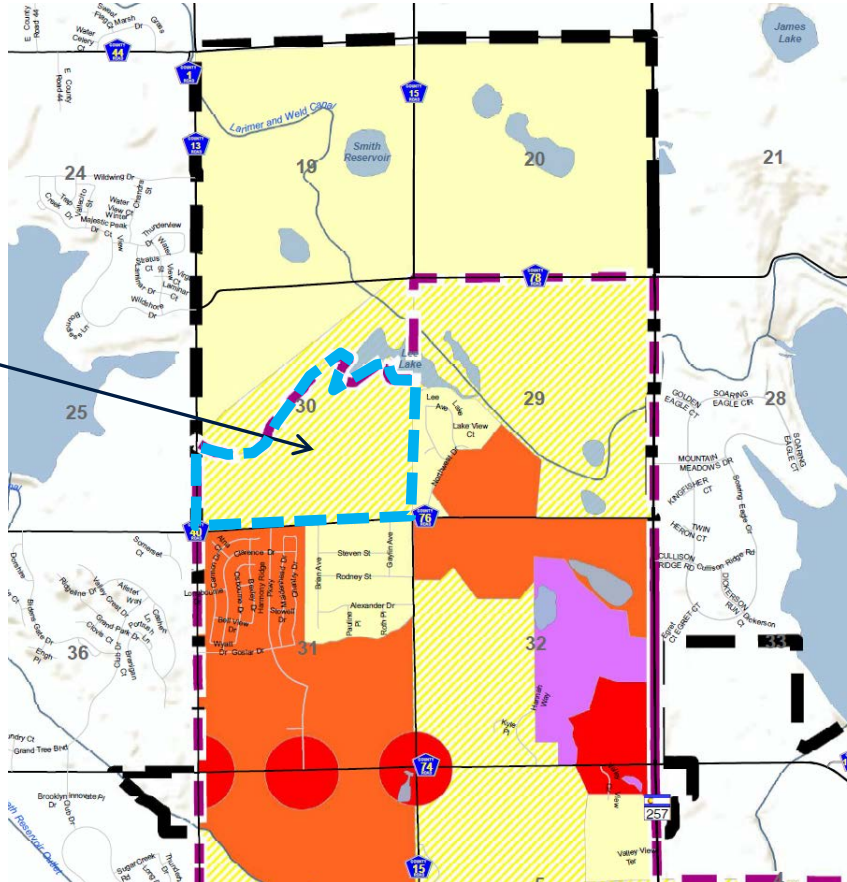
Millissa Berry, Senior Planner

Town Board March 12, 2018

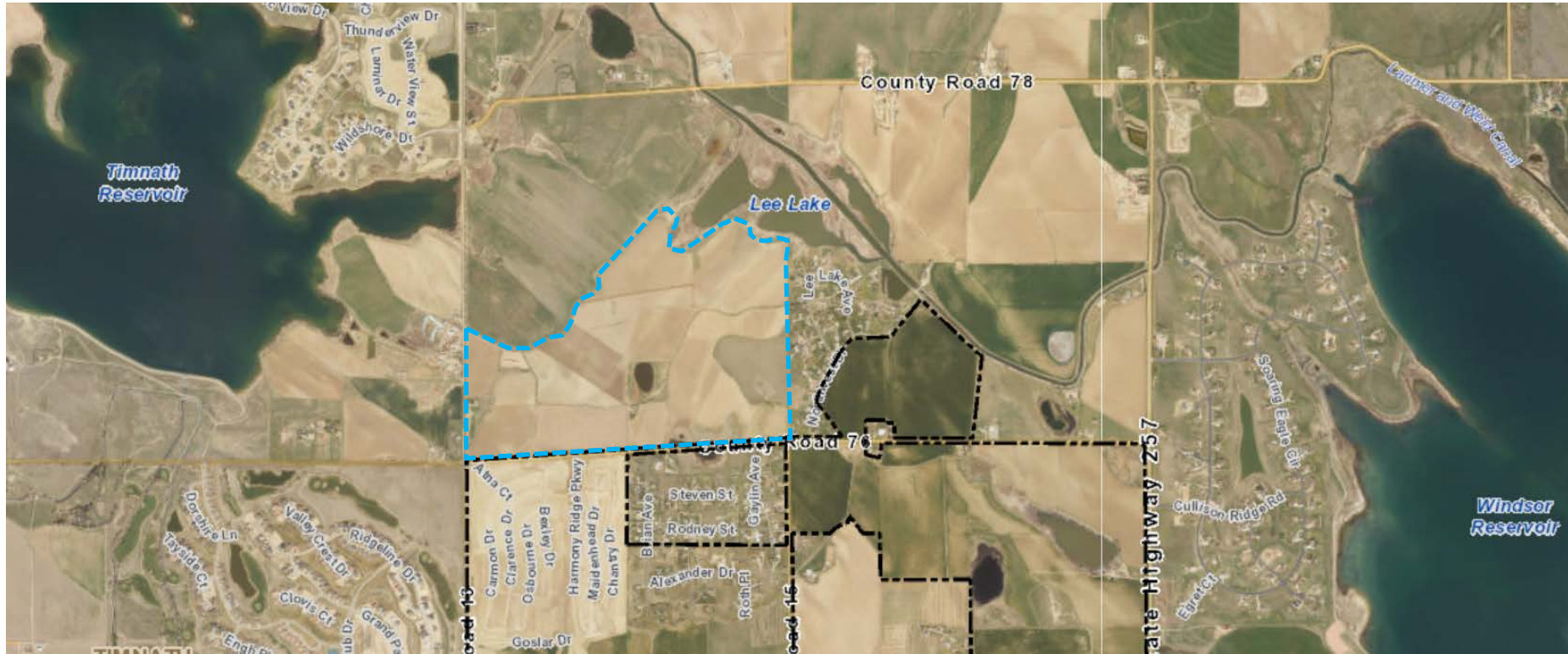


Land Use Plan

Subject
Property



Site Vicinity Map



TOWN OF WINDSOR

RESOLUTION NO. 2018-25

A RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO
AUTHORIZING THE TOWN CLERK TO APPOINT ELECTION JUDGES FOR THE
REGULAR ELECTION TO BE HELD ON TUESDAY, APRIL 3, 2018

WHEREAS, C.R.S. 31-10-401 provides the municipal election judges must be appointed at least
fifteen (15) days prior to the day of the election; and

WHEREAS, the Town of Windsor has a regular municipal election scheduled for April 3, 2018;
and

WHEREAS, C.R.S. 31-10-401 further provides that the governing body may, by resolution,
delegate the town clerk the authority and responsibility to appoint the judges of the election.

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

That the town clerk is hereby authorized to appoint the judges of election for the regular
municipal election to be held on Tuesday, April 3, 2018.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 12th
day of March, 2018.

TOWN OF WINDSOR, COLORADO

Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk



MEMORANDUM

Date: March 12, 2018
To: Mayor and Town Board
Via: Ian McCargar, Town Attorney
From: Omar R. Herrera, Civil Engineer
Re: Acceptance of Deed of Easement and Right of Way Related to the 24 Inch Water Transmission Line Project (Connection to NWCWD)
Item #: B.4.

Background / Discussion

In order to proceed with the 24-Inch Water Transmission Line Project, the Town needed to acquire a 40 foot wide permanent utility easement and a 25 foot wide temporary construction easement located approximately two-thirds of a mile southwest of the WCR 74 & WCR 15 intersection. More specifically the easements cross the southwest property corner of the Knievel and Cook farm property located on 6776 County Road 74, Windsor, CO. The property owners have also agreed to a reasonable compensation value for crop losses attributed to the construction of the 24-inch waterline. Town staff successfully negotiated and obtained a signed Deed of Easement and Right-of-Way Dedication for the required property rights as depicted in both the Deed and its Exhibits which are attached. This transaction has been voluntarily entered into by the property owners. The legal descriptions and depictions have been reviewed by Town Engineering staff.

Financial Impact

None.

Relationship to Strategic Plan

Thoughtful Framework and Supportive Infrastructure.

Recommendation

- Adopt Resolution Approving and Accepting a Deed of Easement and Right-of-Way from the Knievel and Cook property, for use as a permanent and temporary easement for the 24-inch Potable Water Transmission Line Project.
- Authorize the Mayor to sign the Acceptance section of the Deed of Easement and Right-of-Way on behalf of the Town.

Attachments

- Adopt Resolution Approving and Accepting a Deed of Easement and Right-of-Way Dedication From Knievel and Cook For a Twenty-Four Inch Water Line.
- Deed of Easement and Right-of-Way Exhibits.

TOWN OF WINDSOR

RESOLUTION NO. 2018-26

A RESOLUTION APPROVING AND ACCEPTING A DEED OF EASEMENT AND RIGHT OF WAY FROM KNIEVEL AND COOK FOR A TWENTY-FOUR INCH WATER LINE

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 water transmission facilities within its corporate limits; and

WHEREAS, the Town has appropriated funds for the construction of a 24-inch water line to be constructed in 2018; and

WHEREAS, the dedication of an easement and right of way is needed to facilitate the water line construction project; and

WHEREAS, the property owner has tendered a Deed of Easement and Right-of-Way dated March 1, 2018 ("Deed of Easement"), a copy of which is attached hereto and incorporated by this reference as if set forth fully; and

WHEREAS, the Town Board has reviewed the Deed of Easement and has concluded that its 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 Easement and Right-of-Way dated March 1, 2018, is hereby approved and accepted.

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

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 12th day of March, 2018.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

DEED OF EASEMENT AND RIGHT-OF-WAY
(Twenty-four-inch Water Transmission Line)

This Deed of Easement and Right-of-Way ("this Deed") is dated this 1st day of March, 2018, by **KENNETH DONALD KNIEVEL, KAREN M. KNIEVEL, VAUGHN M. COOK, JILL S. COOK, formerly Jill S. Thayer, and JILL S. COOK TRUST** ("Grantor"), and in favor of the **TOWN OF WINDSOR, COLORADO**, a Colorado home rule municipal corporation ("Grantee").

I. GRANT OF EASEMENT RIGHTS AND RIGHT-OF-WAY.

- A. For and in consideration of the covenants and agreements herein set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor hereby grants to the Grantee, its successors and assigns, the sole, exclusive and permanent right to enter, re-enter, occupy and use the property described herein 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 property described in **Exhibit A** attached hereto and incorporated herein.
- B. Without affecting the generality of the foregoing, Grantor specifically grants to the Grantee:
1. A temporary construction easement over and across the area depicted as "Temporary Construction Easement" in **Exhibit A**, consisting of approximately .326 acres (14,213 square feet). The purpose of the temporary construction easement is to install the water transmission pipeline described in subsection I.B.3 below. The temporary construction easement shall take effect upon execution of this Deed, and shall expire one-hundred-eighty (180) days following commencement of construction by Grantee.
 2. A temporary right to stage and store construction equipment and materials within the area of the "Temporary Construction Easement" as depicted in **Exhibit A**. This temporary right shall likewise take effect upon execution of this Deed, and shall expire one-hundred-eighty (180) days following commencement of construction by Grantee.
 3. A permanent water transmission line easement over and across the area depicted as "Permanent Utility Easement" in **Exhibit A**, consisting of approximately 0.525 acres (22,867 square feet).

II. COMPENSATION.

- A. In consideration for the easement rights and right-of-way grants contained herein, Grantee will compensate Grantor as follows:
1. The temporary easement rights granted in sub-section I.B.1 and 2 above shall be compensated by payment of Two-Hundred-Eighty-Seven-Dollars (\$287.00); and
 2. The permanent easement rights granted in sub-section I.B.3 shall be compensated by payment of Five-Thousand-Seven-Hundred-Seventy-Five-Dollars (\$5,775.00); and
 3. Anticipated crop loss attributable to the Grantee's exercise of the easement rights

granted herein shall be compensated by payment of Six-Hundred-Sixty-Five-Dollars (\$665.00); and

4. The total compensation paid for the easement rights and related crop loss as described herein shall be Six-Thousand-Seven-Hundred-Twenty-Seven-Dollars (\$6,727.00).

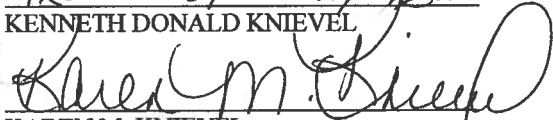
III. MISCELLANEOUS.

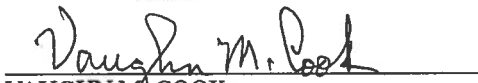
- A. Grantor grants Grantee the right from time to time to enlarge, improve, reconstruct, relocate, and replace any utility facilities or pipelines, or other structures constructed hereunder either in the original location or at any alternate location or locations within the permanent easement and right-of-way granted herein.
- B. Grantee shall have the right to mark the location of said easement by suitable markers set in the ground, provided that said markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of said easement.
- C. Grantor reserves the right to use said easement for purposes which will not interfere with Grantee's full enjoyment of the rights granted hereby.
- D. Grantor shall not (i) erect or construct any fence, building or other structure, (ii) drill or operate any well, (iii) construct any obstruction, or (iv) add or remove any soil or material within the area of the permanent easement and right-of-way granted herein.
- E. Grantor shall not deposit rubbish, debris, or any other substance or material, whether combustible or non-combustible within the area of the permanent easement and rightof-way granted herein.
- F. Grantee will restore any Grantor lands disturbed or damaged in association with Grantee's exercise of the easement rights granted herein, including reasonable restoration of vegetation, soil, fencing, gates and driveways.

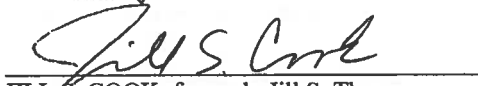
IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first written above.

GRANTOR:

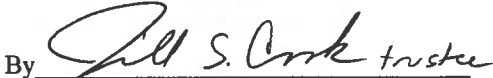

KENNETH DONALD KNIEVEL


KAREN M. KNIEVEL


VAUGHN M. COOK


JILL S. COOK, formerly Jill S. Thayer

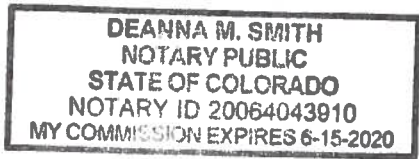
JILL S. COOK TRUST

By 
Jill S. Cook, Trustee

STATE OF COLORADO)
) ss
COUNTY OF Weld.)

The foregoing instrument was acknowledged before me this 15th day of March, 2018, by KENNETH DONALD KNIEVEL and KAREN M. KNIEVEL. Witness my hand and official seal.

My Commission expires: 6-15-2020 [Seal]

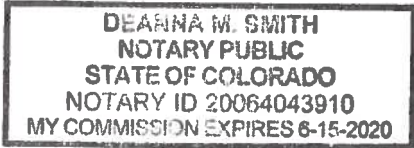


Notary Public

STATE OF COLORADO)
) ss
COUNTY OF Weld.)

The foregoing instrument was acknowledged before me this 15th day of March, 2018, by VAUGHN M. COOK and JILL S. COOK, formerly Jill S. Thayer, and by Jill S. Cook, Trustee of the JILL S. COOK TRUST. Witness my hand and official seal.

My Commission expires: 6-15-2020 [Seal]



Notary Public
[Signature]

ACCEPTANCE

The foregoing Deed of Easement and Right-of-Way is hereby accepted by the Town of Windsor on this _____ day of March, 2018.

Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

EXHIBIT A

DRAWN BY	DESIGNED BY	REVIEWED BY	PROJECT - TASK NUMBER	DATE	BOOK AND PAGE	REVISIONS
SAS		LAL	0217038.00	01-15-18		JMC
PATH\FILENAME P:_Engineering\0217038 Windsor 24 in Water Transmission Line\SURVEY\DRAWINGS\EXHIBITS\0217038-ESMT.dwg						01/15/2018

NORTH QUARTER CORNER,
SECTION 6, T6N, R67W
FOUND 3/4" REBAR W/
2 1/2" ALUMINUM CAP
STAMPED 31169 IN
MONUMENT BOX .

EASEMENT EXHIBIT

OWNER: KNieVEL/COOK/THAYER



0 80
SCALE: 1" = 80'
U.S. SURVEY FEET

40' RIGHT-OF-WAY AND
UTILITY EASEMENT
REC. NO. 3439782

TEMPORARY EASEMENT
POINT OF BEGINNING

SERFER
REC. NO. 4192695

PERMANENT UTILITY
EASEMENT
22,867 SF, 0.525 AC

WATER LINE EASEMENT
CITY OF GREELEY
REC. NO. 3245837

POINT OF
BEGINNING

POINT OF
COMMENCEMENT

CENTER, SECTION 6, T6N,
R67W
FOUND 3/4" REBAR W/
3 1/4" ALUMINUM CAP
STAMPED LS 22098.

N01°02'07"W
25.15'

35' WATER
EASEMENT
CITY OF
GREELEY
REC. NO.
3251762

FOUND 1/2" REBAR WITH
1" YELLOW PLASTIC CAP
STAMPED KSI LS 22098

KNIEVEL/COOK/THAYER
REC. NO. 4177874

S46°02'00"E
91.93'

S46°02'00"E
56.57'

40.00' 25.00'

N01°02'07"W 411.75'
N01°02'07"W 386.60'
S01°02'07"E 331.96'
S01°02'07"E 333.16'

TEMPORARY
CONSTRUCTION
EASEMENT
14,213 SF, 0.326 AC

25.00'
40.00'
S41°14'44"E 143.59'
S41°14'44"E 180.42'
N41°14'44"W 245.80'

R=52.73'
S03°47'02"W
Δ=4°08'45" C=3.81'
A=3.82'
FOUND 1/2" REBAR WITH
1" YELLOW PLASTIC CAP
STAMPED KSI LS 22098
R=801.00'
S00°30'48"W
Δ=2°23'43" C=33.49'
A=33.49'
R=801.00'
S02°59'44"E
Δ=4°37'21" C=64.61'
A=64.62'

UPPER BANK LAKE
CANAL DITCH

20' WATERLINE EASEMENT TO
TOWN OF WINDSOR
REC. NO. 3805628

HILL/DESERAN
REC. NO. 4000856



KNIEVEL/COOK/THAYER
REC. NO. 4177874

SHEET 2 OF 2



LAMP RYNEARSON
& ASSOCIATES

4715 Innovation Drive 970.226.0342 | P
Fort Collins, CO 80525 970.226.0879 | F
www.LRA-Inc.com

DRAWN BY SAS	DESIGNED BY	REVIEWED BY LAL	PROJECT - TASK NUMBER 0217038.00	DATE 01-15-18	BOOK AND PAGE	REVISIONS JMC 01/15/2018
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PATH\FILENAME P:_Engineering\0217038 Windsor 24 in Water Transmission Line\SURVEY\DRAWINGS\EXHIBITS\0217038-ESMT.dwg

Report of Bills

February 2018



TOWN OF WINDSOR
301 WALNUT STREET
WINDSOR, CO 80550
WWW.WINDSORCOVY.COM
(970) 674-2400
MON-FRI 8AM TO 5PM

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 01 GENERAL FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
83872	VISION SERVICE PLAN	FEBRUARY VSP	02/02/2018	2,629.79
83874	AFLAC	1 OF 1 2018 AFLAC	02/02/2018	784.32
83898	STANDARD INSURANCE COMPANY	FEBRUARY LTD & STD	02/02/2018	5,293.69
83931	BOB PATERSON	BUILDING PERMIT REFUND - 2056 VINEYARD	02/02/2018	117.38
83957	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATIONS	02/09/2018	14.95
83958	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	02/09/2018	296.57
83959	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	02/09/2018	276.92
83967	CITY OF GREELEY	SOUTH GATE BUS PARK IGA	02/09/2018	28,443.32
83992	OKLAHOMA CENTRALIZED SUPPORT REGISTRY	WAGE ASSIGNMENT	02/09/2018	252.14
84000	LAW OFFICE OF WYN T. TAYLOR	WAGE ASSIGNMENT	02/09/2018	199.35
84012	PAT AND AMANDA WEAKLAND	SALES TAX REIMBURSEMENT - HIGH HOPS/WINDSOR HARDENER	02/09/2018	8,408.02
84013	DOROTHY MITCHELL	RECREATION REFUND	02/09/2018	19.00
84029	LARIMER COUNTY SALES AND USE TAX	LARIMER COUNTY USE TAX COLLECTIONS	02/16/2018	4,800.11
84032	WINDSOR-SEVERANCE FIRE PROTECT	FIRE DEPARTMENT FEE COLLECTION	02/16/2018	30,150.00
84054	COLORADO DEPARTMENT OF REVENUE	JANUARY 2018 SALES TAX	02/16/2018	20.80
84067	TOWN OF WINDSOR SALES TAX	JANUARY 2018 SALES TAX	02/16/2018	28.67
84086	TOWN OF WINDSOR UTILITY BILLING	TRANS RECD FUNDS FROM VESTAS - WIRE TRANS DIRECTLY TO T	02/16/2018	9,700.41
84116	WELD COUNTY DRUG TASK FORCE	FINE SURCHARGES	02/23/2018	1,253.00
84120	VISION SERVICE PLAN	MARCH VSP	02/23/2018	2,610.22
84121	AFLAC	2 OF 13 AFLAC	02/23/2018	784.32
84127	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATIONS	02/23/2018	14.95
84128	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	02/23/2018	154.15
84129	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	02/23/2018	296.57
84130	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	02/23/2018	276.92
84131	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	02/23/2018	417.23
84138	SAFE BUILT INC.	January 2018 Reimbursement	02/23/2018	124,890.55
84155	OKLAHOMA CENTRALIZED SUPPORT REGISTRY	WAGE ASSIGNMENT	02/23/2018	252.14
84160	LAW OFFICE OF WYN T. TAYLOR	WAGE ASSIGNMENT	02/23/2018	190.62
84173	LORETTA HOGG	RECREATION REFUND	02/23/2018	188.00
Total for Department: 000 NO PROJECT CODE				222,764.11
Department: 410 TOWN CLERK/CUSTOMER SERVI				
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	22.68
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	61.63
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	15.85
84045	CARD SERVICES	LASERFICHE UPGRADE, LUNCH MEETING	02/16/2018	321.90
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	15.13
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	12.13
84139	PATTI GARCIA	SHIPPING	02/23/2018	58.76
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	24.50
Total for Department: 410 TOWN CLERK/CUSTOM				532.58
Department: 411 MAYOR & TOWN BOARD				
84006	WESLEY E. LAVANCHY	MUNICIPAL ADVISOR	02/09/2018	7,900.00
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	79.67
84045	CARD SERVICES	LEGISLATIVE WORKSHOP, TOWN BOARD SNACKS	02/16/2018	852.81
84080	PECKHAM & MCKENNEY INC	TOWN MANAGER RECRUITMENT SERVICES	02/16/2018	8,666.67
84171	EMBASSY SUITES LOVELAND	ADVISORY BOARD DINNER - DEPOSIT	02/23/2018	625.00
Total for Department: 411 MAYOR & TOWN BOAR				18,124.15
Department: 412 MUNICIPAL COURT				
83854	COREN PRINTING, INC.	OFFICE SUPPLIES	02/02/2018	60.00
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	0.48
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	47.90
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	5.05
Total for Department: 412 MUNICIPAL COURT				113.43
Department: 413 TOWN MANAGER				
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	3.24
83895	PATTI GARCIA	PER DIEM - CCCMA CONFERENCE	02/02/2018	137.00
83904	KELLY HOUGHTLING	PER DIEM - CCCMA CONFERENCE	02/02/2018	137.00
83911	CHRISTINE GINNITY	PRIDE AWARD MUGS	02/02/2018	200.04
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	4.69
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	4.47
84045	CARD SERVICES	GREELEY TRIB / COLORADOAN SUBSCRIPTION, DESK	02/16/2018	800.27
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	10.09
84079	JOHN GRASHORN	QUARTERLY PRIDE WINNER	02/16/2018	100.00
84084	JO-LYNNE COCHRANE	PRIDE WINNER	02/16/2018	25.00
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	10.76
84139	PATTI GARCIA	PARKING, MILEAGE REIMBURSEMENT - CCCMA GLENWOOD SPRI	02/23/2018	80.27
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	4.90
Total for Department: 413 TOWN MANAGER				1,517.73

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 415 FINANCE				
83854	COREN PRINTING, INC.	FINANCE STAMP FOR PAYROLL	02/02/2018	1,451.00
83859	GOVERNMENT FINANCE OFFICERS ASSOCIATION	2018 DISTINGUISHED BUDGET AWARD	02/02/2018	425.00
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	19.44
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	54.64
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	12.82
84030	OFFICE DEPOT	OFFICE SUPPLIES	02/16/2018	170.86
84045	CARD SERVICES	MEMBERSHIP DUES - APA & CGFOA	02/16/2018	533.00
84046	ANTON COLLINS MITCHELL LLP	2017 YEAR END AUDIT SERVICES	02/16/2018	10,000.00
84048	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	02/16/2018	219.90
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	289.94
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	17.51
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	24.50
Total for Department: 415 FINANCE				13,218.61
Department: 416 HUMAN RESOURCES				
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	9.72
83901	EMPLOYERS COUNCIL SERVICES, INC	EC MEMBERSHIP DUES 2/1/2018 - 1/31/2019	02/02/2018	5,600.00
83923	WORKWELL OCCUPATIONAL MEDICINE, LLC	FTT FOR DUTY N.D.	02/02/2018	672.50
83924	JOHN GRASHORN	TUITION REIMBURSEMENT	02/02/2018	2,000.00
83940	COREN PRINTING, INC.	PRINTING	02/09/2018	43.00
83950	VICTORY SALES, INC	TURKEY TROT SHIRTS	02/09/2018	304.50
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	13.58
84018	WINDSOR LIL FLOWER SHOP	EMPLOYEE RELATIONS	02/16/2018	77.95
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	10.19
84045	CARD SERVICES	ITEMS FOR JOB FAIRS, ADVERTISING	02/16/2018	1,015.05
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	17.65
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	9.29
84134	HIRERIGHT, LLC	NEW HIRE BACKGROUND CHECKS	02/23/2018	1,110.19
84148	POUDRE VALLEY MEDICAL GROUP, LLC	DOT PHYSICAL	02/23/2018	175.00
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	112.20
84164	WORKWELL OCCUPATIONAL MEDICINE, LLC	DOT PHYSICAL	02/23/2018	205.00
Total for Department: 416 HUMAN RESOURCES				11,375.82
Department: 417 COMMUNICATIONS				
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	6.48
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	8.88
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	2.23
84030	OFFICE DEPOT	OFFICE SUPPLIES	02/16/2018	4.72
84045	CARD SERVICES	PHOTOGRAPHY CLASS	02/16/2018	237.98
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	2.50
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	3.29
Total for Department: 417 COMMUNICATIONS				266.08
Department: 418 LEGAL SERVICES				
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	6.48
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	8.88
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	4.47
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	10.09
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	5.63
84143	LAWRENCE JONES CUSTER GRAMMICK	GENERAL MATTERS	02/23/2018	5,330.81
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	9.80
84161	MOSES, WITTEMYER, HARRISON AND WOODRUFF, P.C	LEGAL SERVICES--EAGLES CROSSING (BRANDS) & PTARMIGAN W	02/23/2018	1,536.00
Total for Department: 418 LEGAL SERVICES				6,912.16
Department: 419 PLANNING & ZONING				
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	19.44
83938	AMERICAN PLANNING ASSOCIATION	APA DUES	02/09/2018	644.00
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	34.41
83985	PAUL HORNBECK	MILEAGE REIMBURSEMENT - SAVING PLACES CONFERENCE	02/09/2018	152.30
84010	RUTH BRUNNER	REIMBURSEMENT FOR LUNCH AT SAVING PLACES CONFERENCE	02/09/2018	10.95
84011	CARRIE TREMBLATT	REIMBURSEMENT FOR LUNCH AT SAVING PLACES CONFERENCE	02/09/2018	11.88
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	12.82
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	32.78
84124	MAIL N COPY	FEDEX PACKET TO CITY OF THORNTON	02/23/2018	10.91
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	42.16
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	9.80
Total for Department: 419 PLANNING & ZONING				981.45
Department: 420 ECONOMIC DEVELOPMENT				
83854	COREN PRINTING, INC.	PRINTING	02/02/2018	124.00
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	6.48
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	8.88
83997	ANDERSON ANALYTICS LLC	THE MILL ANALYSIS PHASE I	02/09/2018	5,639.00
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	4.47
84045	CARD SERVICES	COFFEE, PARKING, PROMOTIONAL NOTEBOOKS	02/16/2018	1,276.87
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	2.52
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	28.61
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	9.80
84169	NOCO MANUFACTURING PARTNERSHIP	PARTNERSHIP	02/23/2018	5,000.00
Total for Department: 420 ECONOMIC DEVELOPM				12,100.63

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 421 POLICE DEPARTMENT				
83853	CHEMATOX LABORATORY INC	BLOOD ALCOHOL TEST/DRUG SCREEN/CONFIRMATION/17-16792	02/02/2018	290.90
83854	COREN PRINTING, INC.	SUMMONS & COMPLAINTS/QTY 2500	02/02/2018	1,563.00
83864	TOWN OF WINDSOR PETTY CASH	STAMPS	02/02/2018	71.14
83865	XCEL ENERGY	UTILITIES	02/02/2018	2,477.04
83867	CENTURYLINK	PHONE SERVICE	02/02/2018	320.06
83869	CIRSA	DEDUCTIBLE FOR A E/S.M/J.D.	02/02/2018	958.13
83884	COMCAST CABLE COMMUNICATIONS. LLC	MONTHLY CABLE SERVICE	02/02/2018	21.25
83889	AXON ENTERPRISES, INC	CARTRIDGES/QTY 52	02/02/2018	1,456.00
83890	LEXISNEXIS RISK SOLUTIONS	MONTHLY ACCESS	02/02/2018	180.36
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	110.16
83893	PROFORCE LAW ENFORCEMENT	GLOCK/3 MAGAZINES/T SMITH	02/02/2018	469.00
83894	JOHN E. REID AND ASSOCIATES, I	4-DAY INTERVIEW & INTERROGATION TECHNIQUE/JUNE 2018/J B	02/02/2018	575.00
83902	ADAMSON POLICE PRODUCTS	STRYKE PANTS/A KRAUSE	02/02/2018	1,149.90
83921	LARIMER COUNTY SHERIFF'S OFFICE ADMINISTRATIO	I/3 REIMBURSEMENT FOR TASK FORCE BUILDING LEASE	02/02/2018	10,898.74
83939	CHEMATOX LABORATORY INC	BLOOD ALCOHOL/DRUG SCREEN/CONFIRM/17-17295	02/09/2018	515.90
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	295.76
83971	PROFORCE LAW ENFORCEMENT	GLOCK M21/3 MAGAZINES/D MADDALENA	02/09/2018	469.00
83974	CREATIVE CULTURE INSIGNIA, LLC	BADGE/SHIPPING/T SMITH	02/09/2018	98.75
83980	EVIDENT, INC	NIK TEST MARIJUANA/QTY 3	02/09/2018	76.50
83998	NATALIE CUELLAR	MEALS AT LEVEL 1/AT SCENE TA INVESTIGATION	02/09/2018	121.27
83999	KENYON P JORDAN	PSYCH EXAMS/N DRTINA, A GRIFFIN	02/09/2018	490.00
84005	VOIANCE LANGUAGE SERVICES, LLC	OVER THE PHONE INTERPRETATION/SPANISH	02/09/2018	13.24
84014	COLE SALINAS	MEALS REIMBURSEMENT DURING TRAINING	02/09/2018	96.36
84015	ACCIDENT INVESTIGATION & RECONSTRUCTION SPEC	LEVEL 2 ADVANCED TECH COLLISION TRAINING	02/09/2018	1,900.00
84016	ACCIDENT INVESTIGATION & RECONSTRUCTION SPEC	LEVEL 1 AT SCENE COLLISION INVESTIGATION TRAINING	02/09/2018	550.00
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	101.12
84030	OFFICE DEPOT	OFFICE SUPPLIES	02/16/2018	229.28
84045	CARD SERVICES	IACP MEMBERSHIP RENEWAL, CACP CONFERENCE	02/16/2018	644.93
84051	ALERT/SAM	2018 MEMBERSHIP DUES	02/16/2018	80.00
84052	ADAMSON POLICE PRODUCTS	TWILL CARGO PANTS/B KASTILAHN	02/16/2018	48.00
84053	CAROL PUTNAM	GIBS BAGELS/KING SOOPERS/SUPPLIES FOR SGT ASSESSMENT CE	02/16/2018	72.25
84055	INTERSTATE ALL BATTERY OF FT COLLINS	RECHARGEABLE FLASHLIGHT BATTERY/QTY 3	02/16/2018	65.70
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	113.46
84087	INTERNATIONAL ACADEMY OF PUBLIC SAFETY, INC	MAGNUS LEADERSHIP WORKSOP AT LCSC	02/16/2018	670.00
84115	CIRSA	DEDUCTIBLE	02/23/2018	675.15
84122	BUNTING DISPOSAL, INC.	TRASH SERVICE	02/23/2018	30.00
84124	MAIL N COPY	LAMINATION/MD BADGE	02/23/2018	11.94
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	51.98
84136	GARDEN VALLEY VET HOSPITAL	PET RECOVERY FEE/BOARDING X 6/18-02318	02/23/2018	160.00
84146	CONSOLIDATED COMMUNICATIONS NETWORK OF CO	2018 MEMBERSHIP FEE	02/23/2018	100.00
84147	ADAMSON POLICE PRODUCTS	POLO SHIRTS/EMBROIDERED NAMES/ATTACHED BADGES/FOR CE	02/23/2018	975.00
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	73.50
84175	COLORADO ASSOCIATION OF PROP & EVIDENCE TECH	MEMBERSHIP	02/23/2018	45.00
Total for Department: 421 POLICE DEPARTMENT				29,314.77
Department: 428 RECYCLING				
83865	XCEL ENERGY	UTILITIES	02/02/2018	66.03
83883	HAGEMAN EARTH CYCLE, INC.	2017 GRINDING & HAULING	02/02/2018	60,681.57
84017	WASTE MANAGEMENT OF COLORADO	RECYCLE PULLS	02/16/2018	2,149.84
84111	WASTE MANAGEMENT OF COLORADO	RECYCLE PULLS	02/23/2018	106.14
Total for Department: 428 RECYCLING				63,003.58
Department: 429 STREETS & ALLEYS				
83854	COREN PRINTING, INC.	BUSINESS CARDS	02/02/2018	215.00
83858	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	02/02/2018	19.53
83873	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	02/02/2018	3,071.33
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	16.20
83941	VERIZON WIRELESS SERVICES LLC	TOWN MESSAGE BOARDS	02/09/2018	112.72
83942	MICHAEL TODD AND COMPANY, INC.	SIGNS, POSTS & BASES	02/09/2018	3,352.60
83943	XCEL ENERGY	UTILITIES	02/09/2018	24,854.91
83970	CITY OF FORT COLLINS	ICE BUSTER	02/09/2018	18,938.75
83989	PACIFIC CASCADE PARKING EQUIPMENT CORP	GORILLA POST PLATE FOR ASPHALT APPLICATION W/SCREENS AI	02/09/2018	304.55
84019	MICHAEL TODD AND COMPANY, INC.	SIGNS	02/16/2018	3,448.22
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	24.29
84041	AT&T MOBILITY II LLC	ALERT MONITORS - WIRELESS SERVICE	02/16/2018	48.56
84042	STEVE SCHMIDT TRUCKING, INC	ICE BUSTER HAULING	02/16/2018	1,275.00
84058	WL CONTRACTORS, INC	JANUARY MONTHLY MAINTENANCE	02/16/2018	255.00
84062	LYLE SIGNS, INC	(12) YIELD TO PEDESTRIAN SIGNS	02/16/2018	359.76
84126	HOME DEPOT	TOOL HOLDER & STORAGE HANGER	02/23/2018	182.47
84150	MARTIN MARIETTA MATERIALS, INC	ASPHALT PATCHING ON HIGHLAND MEADOWS PKWY & PROMON	02/23/2018	11,110.00
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	4.90
84152	JOHN DEERE FINANCIAL	CLOTHING ALLOWANCE - TODD ZIEGLER	02/23/2018	225.92
84168	RED WING BUSINESS ADVANTAGE ACCOUNT	CLOTHING ALLOWANCE	02/23/2018	243.48
Total for Department: 429 STREETS & ALLEYS				68,063.19

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 430 PUBLIC WORKS DEPARTMENT				
83854	COREN PRINTING, INC.	BUSINESS CARDS	02/02/2018	43.00
83866	SAMS CLUB DIRECT	QUARTERLY KITCHEN SUPPLIES	02/02/2018	47.58
83869	CIRSA	2018 P & C INS ADD FOR PW BUILDING	02/02/2018	2,196.00
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	6.48
83943	XCEL ENERGY	UTILITIES	02/09/2018	4,138.98
83947	HD SUPPLY FACILITIES MAINTENANCE LTD	FIRE EXTINGUISHER & FIRST AID SIGN	02/09/2018	277.38
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	28.26
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	31.57
84027	HD SUPPLY FACILITIES MAINTENANCE LTD	FIRE EXTINGUISHER SIGNS	02/16/2018	241.31
84030	OFFICE DEPOT	OFFICE SUPPLIES	02/16/2018	6.93
84045	CARD SERVICES	MEETING REFRESHMENTS	02/16/2018	137.51
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	52.95
84112	GENERAL AIR SERVICE AND SUPPLY CO	GAS BOTTLE RENTAL	02/23/2018	99.21
84118	HD SUPPLY FACILITIES MAINTENANCE LTD	FIRST AID SIGNS	02/23/2018	44.80
84122	BUNTING DISPOSAL, INC.	TRASH SERVICE	02/23/2018	70.00
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	16.22
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	4.90
Total for Department: 430 PUBLIC WORKS DEPAR				7,443.08
Department: 431 ENGINEERING DEPARTMENT				
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	22.68
83940	COREN PRINTING, INC.	PRINTING	02/09/2018	44.66
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	219.62
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	17.94
84045	CARD SERVICES	PURCHASE RECORDED DOCUMENT - WELD CO	02/16/2018	2.00
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	15.13
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	37.26
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	34.30
84168	RED WING BUSINESS ADVANTAGE ACCOUNT	PULL ON STEEL TOE BOOT	02/23/2018	125.00
Total for Department: 431 ENGINEERING DEPART				518.59
Department: 432 CEMETERY				
83865	XCEL ENERGY	UTILITIES	02/02/2018	687.50
83880	HOME DEPOT	PLYWOOD, PNEUMATIC FITTINGS, SHELVING, VICE	02/02/2018	414.10
83891	JOHN MARTINEZ	POUDRE RIVER FORUM - REIMB.	02/02/2018	60.00
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	3.24
83914	AFFORDABLE FUNERAL SUPPLY, LLC	NEW TENT AND CHAIRS - CEMETERY	02/02/2018	746.33
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	-18.28
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	4.86
84045	CARD SERVICES	PROGREEN REGISTRATION	02/16/2018	190.00
84122	BUNTING DISPOSAL, INC.	TRASH SERVICE	02/23/2018	30.00
84123	OFFICE DEPOT	OFFICE SUPPLIES	02/23/2018	40.32
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	4.90
Total for Department: 432 CEMETERY				2,162.97
Department: 433 COMMUNITY EVENTS				
83935	JOHN L KING	SUMMER CONCERT SERIES 8/23/2018 DEPOSIT	02/02/2018	3,000.00
83979	BROADCAST MUSIC, INC.	2018 BMI LICENSE	02/09/2018	349.00
84045	CARD SERVICES	SPONSOR PLAQUES	02/16/2018	339.66
84073	MANTOOTH MARKETING COMPANY	SPONSORSHIP PACKET UPDATE	02/16/2018	651.25
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	2.78
84170	TRUE GRIT TALENT AGENCY, LLC	SUMMER CONCERT SERIES DEPOSIT - BART CROW 8/6/2018	02/23/2018	3,750.00
Total for Department: 433 COMMUNITY EVENTS				8,092.69
Department: 450 FORESTRY				
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	9.72
83940	COREN PRINTING, INC.	PRINTING	02/09/2018	43.00
83948	JAX INC.	KEN KAWAMURA- CLOTHING ALLOWANCE	02/09/2018	207.60
83953	COLORADO TREE COALITION, INC	TREES FOR ARBOR DAY TREE SALE	02/09/2018	6,320.00
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	43.19
84045	CARD SERVICES	PROGREEN REGISTRATION	02/16/2018	688.24
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	2.78
Total for Department: 450 FORESTRY				7,314.53
Department: 451 RECREATION				
83854	COREN PRINTING, INC.	LETTERHEAD ENVELOPES	02/02/2018	184.00
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	25.92
83901	EMPLOYERS COUNCIL SERVICES, INC	HARRASSMENT PREVENTION TRAINING	02/02/2018	100.00
83903	ALSCO INC	MOTHER DAUGHTER TEA PARTY LINENS	02/02/2018	137.86
83906	HUGO A FLORES	DJ SERVICES - DADDY DAUGHTER DANCE	02/02/2018	200.00
83907	4IMPRINT, INC	SLAP BRACLETS	02/02/2018	642.70
83916	DENVER NUGGETS	JR. NUGGETS JERSEYS - WINTER 2018	02/02/2018	10,700.00
83961	KIRK E. MOSES	MEDALS FOR NIGHT OF THE STARS	02/09/2018	42.00
83969	INDIAN PEAKS GIRLS SOFTBALL ASSOCIATION	IPGSA LEAGUE REGISTRATIONS	02/09/2018	1,400.00
84001	SYLVAN DALE RANCH LLP	DEPOSIT YOUTH HORSE BACK TRIP 5/29	02/09/2018	200.00
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	28.56
84030	OFFICE DEPOT	OFFICE SUPPLIES	02/16/2018	100.62
84045	CARD SERVICES	TICKETS FOR CAMP FIELD TRIPS	02/16/2018	1,022.90
84070	COLORADO DEPARTMENT OF HUMAN SERVICES	LICENSE FEE FOR CAMP WINDSOR SCHOOL AGE	02/16/2018	134.00
84072	SOUTHEASTERN SECURITY CONSULTANTS, INC	SCREENINGS-SSCI	02/16/2018	665.00
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	73.12
84083	JULIE NASH	NYSCA CERTIFICATION	02/16/2018	20.00
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	68.79
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	29.40
Total for Department: 451 RECREATION				15,774.87

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 452 AQUATICS/SWIMMING POOL				
83943	XCEL ENERGY	UTILITIES	02/09/2018	419.18
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	48.57
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	2.78
Total for Department: 452 AQUATICS/SWIMMING				470.53
Department: 453				
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	3.24
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	4.90
Total for Department: 453				8.14
Department: 454 PARKS				
83858	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	02/02/2018	54.23
83862	MOREY'S GLASS AND METALS INC	ACETYLENE	02/02/2018	42.72
83865	XCEL ENERGY	UTILITIES	02/02/2018	1.10
83875	VICTORY SALES, INC	CLOTHING AND EMBROIDERY	02/02/2018	182.50
83878	ACE HARDWARE, LLC	HARDWARE FOR SHOPS	02/02/2018	205.37
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	16.20
83897	BOMGAARS	CREDIT - DUPLICATE PAYMENT	02/02/2018	311.94
83940	COREN PRINTING, INC.	PRINTING	02/09/2018	43.00
83943	XCEL ENERGY	UTILITIES	02/09/2018	1,723.26
83944	CENTURYLINK	PHONE SERVICE	02/09/2018	40.38
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	23.99
83954	WINDSOR-SEVERANCE FIRE PROTECT	MUSEUM UTILITY EXPENSE - 30% PER AGREEMENT	02/09/2018	65.56
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	80.08
84025	CHURCHICH RECREATION EQUIPMENT LLC	SLIDE FOR BOARDWALK	02/16/2018	2,943.27
84031	ACE HARDWARE, LLC	FLASHLIGHT, PVC CEMENT	02/16/2018	53.38
84039	WAGNER EQUIPMENT CO.	RENT OF SKIDSTEER FOR BOARDWALK	02/16/2018	607.00
84045	CARD SERVICES	IRRIGATION ASSOC.MEMBERSHIP, PROGREEN REGISTRATION	02/16/2018	1,270.00
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	20.17
84122	BUNTING DISPOSAL, INC.	TRASH SERVICE	02/23/2018	717.00
84123	OFFICE DEPOT	OFFICE SUPPLIES	02/23/2018	338.76
84126	HOME DEPOT	LUMBER, HANGERS, HARDWARE FOR SHOP	02/23/2018	299.43
84132	NAPA AUTO PARTS	FLOOR MAT	02/23/2018	223.14
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	4.38
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	9.80
84172	ROCKY MOUNTAIN RECREATION, INC	ADA SWING FOR ABERDOUR	02/23/2018	773.90
Total for Department: 454 PARKS				10,050.56
Department: 456 ART & HERITAGE				
83867	CENTURYLINK	PHONE SERVICE	02/02/2018	52.74
83887	DIGI PIX SIGNS	AHC EXTERIOR SIGN - FIRE & CRIME EXHIBIT	02/02/2018	194.87
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	9.72
83934	LOWELL WAYNE PLUM	TYPE WRITER REPAIR - MUSEUM	02/02/2018	150.00
83943	XCEL ENERGY	UTILITIES	02/09/2018	920.04
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	53.76
84045	CARD SERVICES	CPRP RECERT FEE	02/16/2018	119.43
84075	SAPNA VON REICH	KIDS BODY & MIND CLASSE	02/16/2018	337.50
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	7.56
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	3.14
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	14.70
Total for Department: 456 ART & HERITAGE				1,863.46
Department: 457 TOWN HALL				
83867	CENTURYLINK	PHONE SERVICE	02/02/2018	144.34
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	39.43
84113	XCEL ENERGY	UTILITIES	02/23/2018	3,171.62
84114	CENTURYLINK	PHONE SERVICE	02/23/2018	700.60
84122	BUNTING DISPOSAL, INC.	TRASH SERVICE	02/23/2018	46.00
Total for Department: 457 TOWN HALL				4,101.99
Total for Fund 01 GENERAL FUND				506,089.70

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 03 CONSERVATION TRUST FUND				
Department: 454 PARKS				
84076	NORTHERN ENGINEERING SERVICES, INC	HIGH-PARK-MEAD-TRL, PMNT #4	02/16/2018	1,147.50
84140	INTERWEST CONSULTING GROUP INC	GREAT WESTERN TRAIL WORK	02/23/2018	10,596.88
Total for Department: 454 PARKS				11,744.38
Total for Fund:03 CONSERVATION TRUST FUND				11,744.38
Fund: 04 CAPITAL IMPROVEMENT FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
83917	FCI CONSTRUCTORS, INC	PUBLIC WORKS FACILITY CONSTRUCTION - RETAINAGE PAYABLE	02/02/2018	73,340.76
84063	DCP CIVIL LLC	NEW LIBERTY ROAD EXTENSION - RETAINAGE/FINAL PAYMENT	02/16/2018	10,000.00
84074	INTERFACE COMMUNICATIONS CO	PW VOICE / DATE	02/16/2018	3,506.10
Total for Department: 000 NO PROJECT CODE				86,846.86
Department: 421 POLICE DEPARTMENT				
83877	WELD COUNTY ACCOUNTING	RSA TOKEN	02/02/2018	140.45
83889	AXON ENTERPRISES, INC	TASER HANDLE/HOLSTER/BATTERY PACK/NEW OFFICER	02/02/2018	1,145.00
Total for Department: 421 POLICE DEPARTMENT				1,285.45
Department: 429 STREETS & ALLEYS				
83930	RAINDANCE LAND COMPANY, LLC	PARTIAL PAYMENT - CROSSROADS WIDENING PER 10/23/2017 AGR	02/02/2018	542,146.36
84059	COYOTE RIDGE CONSTRUCTION, LLC	COUNTY LINE ROAD DITCH EROSION MITIGATION	02/16/2018	193,612.62
84061	COLORADO CIVIL GROUP, INC	COUNTY LINE DITCH EROSION	02/16/2018	2,386.25
Total for Department: 429 STREETS & ALLEYS				738,145.23
Department: 430 PUBLIC WORKS DEPARTMENT				
83917	FCI CONSTRUCTORS, INC	PUBLIC WORKS FACILITY CONSTRUCTION	02/02/2018	601,340.89
83922	INTERFACE COMMUNICATIONS CO	VOICE/DATA IN NEW PUB WORK FACILITY	02/02/2018	1,540.00
Total for Department: 430 PUBLIC WORKS DEPAR				602,880.89
Department: 454 PARKS				
83876	JUPITER 1, LLC	OFFICE FURNITURE - PARKS OPERATIONS MANAGER	02/02/2018	2,457.44
Total for Department: 454 PARKS				2,457.44
Department: 456 ART & HERITAGE				
84004	WATTLE & DAUB CONTRACTORS, INC	STAIR INSTALLATION @ AHC	02/09/2018	1,865.00
Total for Department: 456 ART & HERITAGE				1,865.00
Department: 457 TOWN HALL				
83865	XCEL ENERGY	630 ASH STREET RE ROUTE GAS	02/02/2018	4,642.34
Total for Department: 457 TOWN HALL				4,642.34
Total for Fund:04 CAPITAL IMPROVEMENT FUND				1,438,123.21
Fund: 05 COMMUNITY & REC CENTER FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
83932	JESSICA HALAS	RECREATION REFUND	02/02/2018	35.00
83933	LAURIE MEYERS	RECREATION REFUND	02/02/2018	12.00
83936	AMY DUHN	RECREATION REFUND	02/02/2018	24.00
84174	MARGARET FUENTES	RECREATION REFUND	02/23/2018	57.00
Total for Department: 000 NO PROJECT CODE				128.00
Department: 490 COMMUNITY RECREATION CENT				
83854	COREN PRINTING, INC.	BUSINESS CARDS	02/02/2018	215.00
83869	CIRSA	DEDUCTIBLE FOR A.E./S.M./J.D.	02/02/2018	799.87
83885	NORTH COLORADO MEDICAL CENTER	SAFE SITTER CLASS (12)	02/02/2018	403.20
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	12.96
83899	APEX LEGAL SERVICE LLC	CREATE YOUR OWN WILL - JAN. CLASS	02/02/2018	437.50
83943	XCEL ENERGY	UTILITIES	02/09/2018	5,935.52
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	459.44
83982	DENEICE J DYER	JANUARY BALLET CLASSES	02/09/2018	1,160.60
83984	DANNI DANCE CORP	COMPETITION DANCE CLASS	02/09/2018	280.00
83993	WINDSOR YOUTH CHEER	WINTER / SPRING CHEER CLASSES	02/09/2018	7,698.60
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	63.81
84030	OFFICE DEPOT	OFFICE SUPPLIES	02/16/2018	197.28
84044	UMB BANK, N.A.	BOND PAYMENT - ADMIN FEES 2018 CRC SALES & USE TAX BOND	02/16/2018	200.00
84045	CARD SERVICES	ROCKIES TICKETS, BUELL TICKETS - SENIOR TRIPS	02/16/2018	5,468.64
84047	FRONT RANGE POOL TABLE CO	RELOCATE POOL TABLE FROM TOP FLOOR TO BOTTOM FLOOR	02/16/2018	350.00
84057	DANNI DANCE CORP	BREAK DANCE WORKSHOP	02/16/2018	73.50
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	95.81
84085	HAYLEY CORJO	MANNERS MAGNATE ELEMENTARY CLASS	02/16/2018	196.00
84122	BUNTING DISPOSAL, INC.	TRASH SERVICE	02/23/2018	175.00
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	3.00
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	9.80
84167	HAYLEY CORJO	SUAVE SPARKPLUG CLASS	02/23/2018	246.40
Total for Department: 490 COMMUNITY RECREAT				24,481.93
Total for Fund:05 COMMUNITY & REC CENTER F				24,609.93

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 06 WATER FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
83917	FCI CONSTRUCTORS, INC	PUBLIC WORKS FACILITY CONSTRUCTION - RETAINAGE PAYABLE	02/02/2018	36,670.38
83925	WESTERN STATES RECLAMATION	HYDRANT METER DEPOSIT REFUND	02/02/2018	2,100.00
83926	BACKHOE EXCAVATING, INC	HYDRANT METER DEPOSIT REFUND	02/02/2018	2,100.00
83937	New Direction IRA	Refund Check	02/02/2018	39.83
84007	INSITUFORM TECHNOLOGIES, LLC	HYDRANT METER RENTAL RETURN	02/09/2018	2,100.00
84074	INTERFACE COMMUNICATIONS CO	PW VOICE / DATE	02/16/2018	1,753.05
84088	Dagny & Timothy Matthies	Refund Check	02/16/2018	94.82
84104	Kenneth Hoff	Refund Check	02/16/2018	35.89
84105	Bridgewater Homes LLC	Refund Check	02/16/2018	29.06
84106	Bridgewater Homes LLC	Refund Check	02/16/2018	40.94
84109	Horizon View Homes	Refund Check	02/16/2018	40.46
84110	Matthew Tschetter	Refund Check	02/16/2018	58.33
84166	CLAYSTONE CONSTRUCTION	HYDRANT METER RENTAL REFUND	02/23/2018	2,100.00
Total for Department: 000 NO PROJECT CODE				47,162.76
Department: 471 WATER				
83854	COREN PRINTING, INC.	BUSINESS CARDS	02/02/2018	171.67
83858	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	02/02/2018	30,060.26
83863	NORTH WELD COUNTY WATER DISTRICT	WATER PURCHASED	02/02/2018	70,286.32
83868	CITY OF GREELEY	WATER PURCHASED	02/02/2018	719.54
83873	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	02/02/2018	1,641.55
83886	NATIONAL METER AND AUTOMATION	METER BODY, PITS & LIDS	02/02/2018	8,678.13
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	6.48
83917	FCI CONSTRUCTORS, INC	PUBLIC WORKS FACILITY CONSTRUCTION	02/02/2018	300,670.44
83922	INTERFACE COMMUNICATIONS CO	VOICE/DATA IN NEW PUB WORK FACILITY	02/02/2018	770.00
83943	XCEL ENERGY	UTILITIES	02/09/2018	274.12
83946	UTILITY NOTIFICATION CENTER OF COLORADO	LOCATES	02/09/2018	604.65
83947	HD SUPPLY FACILITIES MAINTENANCE LTD	SWIVEL ADAPTER & MALE HEX NIPPLE	02/09/2018	327.61
83965	NATIONAL METER AND AUTOMATION	(3) HYDRANT METERS	02/09/2018	6,688.35
83972	SGS ACCUTEST, INC.	SAMPLE TESTING	02/09/2018	901.50
83978	POLLARDWATER	ADJUSTABLE STAND	02/09/2018	632.81
83991	KNOX FLEET & DISPLAY, LLC	PARTIAL PAYMENT FOR WATER WAGON WRAP	02/09/2018	2,857.01
84009	INTERMOUNTAIN SALES OF DENVER	METRO TECH PIPE LOCATOR	02/09/2018	2,885.00
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	97.15
84030	OFFICE DEPOT	OFFICE SUPPLIES	02/16/2018	9.98
84045	CARD SERVICES	IAPMO SEMINAR	02/16/2018	400.00
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	191.62
84124	MAIL N COPY	POSTAGE FOR WATER SAMPLES	02/23/2018	13.83
84133	CENTURY LINK	PHONE SERVICE	02/23/2018	6.10
84137	DATAPRINT SERVICES, LLC	POSTAGE	02/23/2018	1,975.29
Total for Department: 471 WATER				430,869.41
Department: 484 NON-POTABLE				
83873	POUDRE VALLEY RURAL ELECTRIC ASSOCIATION	UTILITIES	02/02/2018	337.50
83913	MOLTZ CONSTRUCTORS, INC.	KYGER RESERVOIR PUMP STATION CONSTRUCTION	02/02/2018	13,424.00
84020	NORTH WELD COUNTY WATER DISTRICT	KYGER-WATER	02/16/2018	19.74
84040	CLEAR WATER SOLUTIONS INC	09-280 WINDSOR GRS NON POTABLE	02/16/2018	5,236.29
84045	CARD SERVICES	SCADE LOG IN	02/16/2018	13.95
84113	XCEL ENERGY	UTILITIES	02/23/2018	55.27
Total for Department: 484 NON-POTABLE				19,086.75
Total for Fund:06 WATER FUND				497,118.92
Fund: 07 SEWER FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
83917	FCI CONSTRUCTORS, INC	PUBLIC WORKS FACILITY CONSTRUCTION - RETAINAGE PAYABLE	02/02/2018	36,670.39
84074	INTERFACE COMMUNICATIONS CO	PW VOICE / DATE	02/16/2018	1,753.06
84081	INSITUFORM TECHNOLOGIES, LLC	RETAINAGE FOR SEWER LINE REHAB WORK	02/16/2018	3,903.25
84098	Chris & Jaimie Lowry	Refund Check	02/16/2018	25.73
84163	J.R. FILANC CONSTRUCTION COMPANY	CHEMICAL TREATMENT FACILITY - RETAINAGE	02/23/2018	11,885.00
Total for Department: 000 NO PROJECT CODE				54,237.43

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 481 SEWER SYSTEM				
83854	COREN PRINTING, INC.	Past Due Envelopes	02/02/2018	128.67
83857	FALCON ENVIRONMENTAL CORP	FILTERS FOR S & L PUMP STATIONS	02/02/2018	216.92
83867	CENTURYLINK	PHONE SERVICE	02/02/2018	200.90
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	9.72
83917	FCI CONSTRUCTORS, INC	PUBLIC WORKS FACILITY CONSTRUCTION	02/02/2018	300,670.43
83922	INTERFACE COMMUNICATIONS CO	VOICE/DATA IN NEW PUB WORK FACILITY	02/02/2018	770.00
83943	XCEL ENERGY	UTILITIES	02/09/2018	499.07
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	69.39
84049	FARNSWORTH GROUP, INC.	LIFT STATION # 7 REPLACEMENT	02/16/2018	5,469.50
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	2.52
84132	NAPA AUTO PARTS	6V-12V CHARGER	02/23/2018	29.99
84137	DATAPRINT SERVICES, LLC	POSTAGE	02/23/2018	1,679.46
84145	FARNSWORTH GROUP, INC.	LIFT STATION #5 REPLACEMENT	02/23/2018	6,690.30
84165	ASLAN CONSTRUCTION, INC	LIFT STATION # 7 REPLACEMENT PROJECT	02/23/2018	4,353.85
Total for Department: 481 SEWER SYSTEM				320,790.72
Department: 482 DISPOSAL PLANT				
83855	WATER ENVIRONMENT FEDERATION	WEF/WEA ANNUAL MEMBERSHIP RENEWAL FOR DENNIS MARKH	02/02/2018	110.00
83856	DANA KEPNER COMPANY, INC.	GASKETS FOR WAS PUMP REPLACEMENT	02/02/2018	27.20
83861	HACH ENVIRONMENTAL	4 LITER SAMPLE BOTTLES, FILTERS AND SHIPPING	02/02/2018	439.22
83867	CENTURYLINK	PHONE SERVICE	02/02/2018	213.36
83871	JAX INC.	SPRING CLIPS FOR AERATION SYSTEM	02/02/2018	103.87
83878	ACE HARDWARE, LLC	CREDIT FOR DRILL BIT AND CONCRETE EPOXY	02/02/2018	40.97
83881	COLORADO ANALYTICAL LABORATORY	ANALYTICAL TESTING (WASTEWATER)	02/02/2018	333.00
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	6.48
83908	COLLORP INC	LAMPS, SLEEVES, FOR UV DISINFECTION SYSTEM	02/02/2018	2,425.00
83927	RENTAL VENTURES, LLC	REPLACEMENT HOSE FOR PRESSURE WASHER	02/02/2018	37.60
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	196.98
83963	ACZ LABORATORIES, INC.	QUARTERLY LOW LEVEL MERCURY ANALYSIS	02/09/2018	160.00
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	47.36
84026	TIMBERLINE ELECTRIC AND CONTROL	FLOW METER CALIBRATION	02/16/2018	669.50
84035	COLORADO ANALYTICAL LABORATORY	ANALYTICAL TESTING (WASTEWATER)	02/16/2018	411.00
84037	VERIS ENVIRONMENTAL, LLC	ANNUAL REPORT FOR 2017 BIOSOLIDS REMOVAL	02/16/2018	1,000.00
84117	TIMBERLINE ELECTRIC AND CONTROL	TROUBLESHOOT SEVERANCE FLOW METER	02/23/2018	2,175.50
84119	VARTEC TELECOM	FAX MACHINE SERVICE - SEWER PLANT	02/23/2018	13.86
84122	BUNTING DISPOSAL, INC.	TRASH SERVICE	02/23/2018	40.00
84124	MAIL N COPY	SHIPPING OF MERCURY SAMPLES	02/23/2018	22.99
84163	J.R. FILANC CONSTRUCTION COMPANY	CHEMICAL TREATMENT FACILITY	02/23/2018	21,090.00
Total for Department: 482 DISPOSAL PLANT				29,563.89
Total for Fund:07 SEWER FUND				404,592.04
Fund: 08 STORM DRAIN FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
84089	Ridgeway Construction Services	Refund Check	02/16/2018	4.85
84090	Reserve at Highpointe Estates LLC	Refund Check	02/16/2018	83.06
84091	Reserve at Highpointe Estates LLC	Refund Check	02/16/2018	79.39
84092	Reserve at Highpointe Estates LLC	Refund Check	02/16/2018	80.74
84093	Reserve at Highpointe Estates LLC	Refund Check	02/16/2018	54.04
84094	Reserve at Highpointe Estates LLC	Refund Check	02/16/2018	52.71
84095	Reserve at Highpointe Estates LLC	Refund Check	02/16/2018	56.41
84096	Reserve at Highpointe Estates LLC	Refund Check	02/16/2018	7.01
84097	Reserve at Highpointe Estates LLC	Refund Check	02/16/2018	15.25
84099	Christopher & Melody Dreiling	Refund Check	02/16/2018	3.62
84100	Anthony & Sari Tocco	Refund Check	02/16/2018	8.27
84101	Richard & Tracy Robertson	Refund Check	02/16/2018	9.23
84102	Richmond American Homes	Refund Check	02/16/2018	3.33
84103	Christopher and Amanda Pulley	Refund Check	02/16/2018	0.27
84107	Bridgewater Homes LLC	Refund Check	02/16/2018	3.66
84108	Marie and Michael Siemens	Refund Check	02/16/2018	4.64
Total for Department: 000 NO PROJECT CODE				466.48
Department: 483 STORM DRAINAGE SYSTEM				
83854	COREN PRINTING, INC.	Past Due Envelopes	02/02/2018	128.66
83929	APPLGATE GROUP, INC	WINDSOR LAKE INUNDATION MAPPING	02/02/2018	10,600.00
83955	ANDERSON CONSULTING ENGINEERS	JOHN LAW & WEST TRIB LOMR	02/09/2018	3,335.00
83981	COLORADO STORMWATER COUNCIL	MEMBERSHIP DUES	02/09/2018	500.00
83988	WALSH CONSTRUCTION, INC	JOHN LAW REPAIR	02/09/2018	2,885.00
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	52.88
84077	PREMIER EARTHWORKS & INFRASTRUCTURE	LAKEVIEW CEMETERY STORM LINE EXTENSION	02/16/2018	7,918.01
84137	DATAPRINT SERVICES, LLC	POSTAGE	02/23/2018	1,679.45
Total for Department: 483 STORM DRAINAGE SYS				27,099.00
Total for Fund:08 STORM DRAIN FUND				27,565.48

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 FLEET MANAGEMENT FUND				
Department: 491 FLEET MANAGEMENT				
83854	COREN PRINTING, INC.	BUSINESS CARDS	02/02/2018	129.00
83860	GENERAL AIR SERVICE AND SUPPLY CO	GAS BOTTLE RENTAL	02/02/2018	99.21
83870	LAWSON PRODUCTS, INC.	NUTS AND BOLTS	02/02/2018	182.36
83879	WIRELESS ADVANCED COMMUNICATION	CRADLEPOINT ANTENNA KIT FOR UNIT #50	02/02/2018	348.26
83882	MAC EQUIPMENT INC.	BRAKE CABLES UNIT #113	02/02/2018	170.96
83888	DRIVE TRAIN INDUSTRIES, INC.	WHEEL SPEED SENSOR UNIT #70	02/02/2018	108.97
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	9.72
83900	AGFINITY, INCORPORATED	FUEL CHARGES	02/02/2018	10,090.10
83919	MAXEY TRAILER SALES	REPLACEMENT TRAILER PURCHASE -(STREETS) REPLACING #66,	02/02/2018	3,906.89
83920	RHINEHART OIL CO., INC	WAHSEF FLUID- BULK	02/02/2018	65.06
83928	WICKHAM TRACTOR CO	TRANSMISSION CONTROL MODULE - UNIT # 71	02/02/2018	763.14
83945	4 RIVERS EQUIPMENT - AG, LLC	FINANCE CHARGE	02/09/2018	303.61
83949	J. J. KELLER AND ASSOCIATES	DOT INSPECTION FORMS AND LABELS	02/09/2018	568.59
83956	WIRELESS ADVANCED COMMUNICATION	INSTALATION OF IGNITION BYPASS HARDWARE	02/09/2018	409.00
83964	SPRADLEY BARR FORD, INC - FT COLLINS	DASH TRIM PIECE UNIT #50	02/09/2018	202.41
83966	MCCANDLESS TRUCK CENTER, LLC	DIAGNOSTIC INTERFACE TOOL FOR NEWER PLOW TRUCKS	02/09/2018	1,231.50
83973	TIRE CENTERS, LLC	TIRE REPAIR UNIT #21	02/09/2018	51.95
83990	WOYTASSEK WASHES, LLC	CAR WASH CARDS	02/09/2018	254.45
84003	FACTORY MOTOR PARTS	POLICE BRAKE PADS AND ROTORS- STOCK	02/09/2018	270.02
84008	CERTIFIED CIRUS CONTROL SYSTEMS	SPARE CONTROLLER/COMPUTER FOR SANDER IN PLOW TRUCKS	02/09/2018	2,800.46
84021	WELD COUNTY SCHOOL DIST RE-4	FUEL FACILITY MAINTENANCE	02/16/2018	2,005.47
84022	ZEP SALES AND SERVICE	NAIL BRUSHES	02/16/2018	20.12
84028	LL JOHNSON DISTRIBUTING CO.	BEARINGS, BALL JOINTS UNIT #39	02/16/2018	636.37
84030	OFFICE DEPOT	OFFICE SUPPLIES	02/16/2018	6.01
84033	WIRELESS ADVANCED COMMUNICATION	CRADLEPOINT ANTENNA KIT UNIT #92	02/16/2018	308.00
84045	CARD SERVICES	E470 TOLL	02/16/2018	10.50
84056	VERITIV OPERATING COMPANY	2018 TENNANT T500 SELF-PROPELLED FLOOR SCRUBBER FOR NE	02/16/2018	16,379.50
84060	KNOX FLEET & DISPLAY, LLC	LARGE LOGO DECALS FOR UNIT #15	02/16/2018	178.62
84071	MAXEY TRAILER SALES	SPINNER PART UNIT #45, PLOW HEADLIGHT -STOCK	02/16/2018	1,132.72
84124	MAIL N COPY	POSTAGE FOR MESSAGE BOARD LIGHT PANEL SENT FOR REPAIRS	02/23/2018	123.94
84125	WIRELESS ADVANCED COMMUNICATION	CONSOLE SPACER PLATES FOR POLICE UNITS- STOCK PARTS	02/23/2018	150.00
84126	HOME DEPOT	WIRE CONDUIT UNIT #43	02/23/2018	31.65
84132	NAPA AUTO PARTS	ELECTRICLA CONNECTORS- STOCK	02/23/2018	931.29
84135	HENSLEY BATTERY LLC	BATTERIES FOR UNIT #49	02/23/2018	377.95
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	4.90
84159	AUTO COLLISION EXPERTS, LLC	REPAIR OF BODY DAMAGE TO UNIT #61	02/23/2018	3,585.10
84162	RHINEHART OIL CO., INC	HEADLIGHT BULBS FOR POLICE UNITS -STOCK	02/23/2018	150.00
84168	RED WING BUSINESS ADVANTAGE ACCOUNT	STEEL TOE BOOTS	02/23/2018	135.99
Total for Department: 491 FLEET MANAGEMENT				48,133.79
Total for Fund:10 FLEET MANAGEMENT FUND				48,133.79

Fund: 11 INFORMATION TECHNOLOGY FUND
Department: 492 INFORMATION TECHNOLOGY

83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	16.20
83896	STALKER RADAR	NEW STALKER SYSTEM	02/02/2018	23,075.00
83905	QUILL CORPORATION	DRUM FOR PRINTER	02/02/2018	212.94
83918	COUNTERTRADE PRODUCTS, INC.	BARRACUDA ESSENTIALS	02/02/2018	6,203.84
83940	COREN PRINTING, INC.	PRINTING	02/09/2018	89.34
83941	VERIZON WIRELESS SERVICES LLC	VERIZON SERVICE	02/09/2018	4,271.25
83951	XEROX CORPORATION	LEASE PAYMENT	02/09/2018	3,647.45
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	22.46
83960	CDW GOVERNMENT	MONITORS '18	02/09/2018	2,153.18
83962	COLORADO DEPARTMENT OF INFORMATION TECHNOLOGY	INTERNET SERVICE JAN'18	02/09/2018	4,999.16
83968	EFORCE SOFTWARE	EFORCE ADDITIONAL LICENSES	02/09/2018	5,980.00
83977	LEWAN AND ASSOCIATES, INC	VMWARE ANNUAL SUPPORT	02/09/2018	4,737.00
83983	QUILL CORPORATION	DRUM FOR BROTHER PRINTER	02/09/2018	79.59
83986	PASTPERFECT SOFTWARE INC	PASTPERFECT ANNUAL RENEWAL	02/09/2018	432.00
83987	ACCELA, INC	UTILITY ONLINE BILLS JAN'18	02/09/2018	3,382.00
84045	CARD SERVICES	ADOBE SUBSCRIPTION	02/16/2018	271.97
84141	NEWEGG BUSINESS, INC	MONITOR	02/23/2018	945.92
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	9.80
Total for Department: 492 INFORMATION TECHNOLOGY				60,529.10
Total for Fund:11 INFORMATION TECHNOLOGY				60,529.10

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 15 HEALTH INSURANCE FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
83976	1ST BANK OF NORTHERN COLORADO	EMPLOYEE BENEFIT FUNDING	02/09/2018	12,633.11
84142	1ST BANK OF NORTHERN COLORADO	EMPLOYEE BENEFIT FUNDING	02/23/2018	12,580.94
Total for Department: 000 NO PROJECT CODE				25,214.05
Total for Fund: 15 HEALTH INSURANCE FUND				25,214.05
Fund: 17 FACILITY SERVICES				
Department: 496 CUSTODIAL SERVICE				
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	22.68
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	10.44
84024	SUPPLYWORKS	FACILITIES SUPPLIES - PD	02/16/2018	479.82
84056	VERITIV OPERATING COMPANY	GLOVES, TOILET TISSUE & CAN LINERS	02/16/2018	207.44
84132	NAPA AUTO PARTS	MAGNETIC HEATER	02/23/2018	92.98
84135	HENSLEY BATTERY LLC	BATTERIES FOR FLOOR MACHINES	02/23/2018	664.14
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	24.50
Total for Department: 496 CUSTODIAL SERVICE				1,502.00
Department: 497 FACILITY MAINTENANCE				
83854	COREN PRINTING, INC.	BUSINESS CARDS	02/02/2018	43.00
83878	ACE HARDWARE, LLC	CAULK AND SPONGE	02/02/2018	73.88
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	6.48
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	0.51
84043	OLD NATIONAL BANK	ENERGY EFFICIENCY LEASE PURCHASE	02/16/2018	3,455.41
84050	AIR COMFORT, INC	HVAC REPAIRS - TOWN HALL	02/16/2018	843.89
84082	FERNANDO PINA	CLOTHING ALLOWANCE - FERNANDO PINA	02/16/2018	90.26
84144	GREELEY LOCK AND KEY	DOOR REPAIR - TOWN HALL	02/23/2018	176.00
Total for Department: 497 FACILITY MAINTENANCE				4,689.43
Total for Fund: 17 FACILITY SERVICES				6,191.43
Fund: 19 DOWNTOWN DEVELOPMENT AUTHORITY				
Department: 486 DOWNTOWN DEVELOPMENT AUTHORITY				
84045	CARD SERVICES	CONSTANT CONTACT	02/16/2018	20.00
84078	PITNEY BOWES PURCHASE POWER	POSTAGE	02/16/2018	7.56
84149	COLORADO SPECIAL DISTRICT	LIABILITY INSURANCE	02/23/2018	3,271.89
84153	LILEY LAW OFFICES, LLC	LEGAL SERVICES	02/23/2018	2,876.00
84154	AYRES ASSOCIATES, INC.	PUBLIC RELATIONS	02/23/2018	6,680.77
Total for Department: 486 DOWNTOWN DEVELOPMENT AUTHORITY				12,856.22
Total for Fund: 19 DOWNTOWN DEVELOPMENT AUTHORITY				12,856.22

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 21 COMMUNITY CENTER EXPANSION				
Department: 000 NO PROJECT CODE ASSIGNED				
83957	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATIONS	02/09/2018	0.05
84127	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATIONS	02/23/2018	0.05
Total for Department: 000 NO PROJECT CODE				0.10
Department: 493				
83865	XCEL ENERGY	UTILITIES	02/02/2018	9.58
83892	MINES AND ASSOCIATES PC	FEB EAP SERVICES	02/02/2018	22.68
83909	KRISTINA, K. WOOD	FITNESS CLASSES JAN 15-26	02/02/2018	120.00
83910	CRICKET STEVENS FUECKER	JANUARY FITNESS CLASSES	02/02/2018	1,025.00
83912	LINDA ZIEGLER	FITNESS CLASSES JAN 18-30	02/02/2018	200.00
83915	KEVIN G. HINKLE	JANUARY BOOTCAMP/YOUTH FITNESS	02/02/2018	2,360.00
83943	XCEL ENERGY	UTILITIES	02/09/2018	12,545.76
83952	OFFICE DEPOT	OFFICE SUPPLIES	02/09/2018	31.98
83975	MUTSUMI PAULINE BROWN	JANUARY FITNESS CLASSES / TRX	02/09/2018	2,704.80
83994	LES MILLS UNITED STATES TRADING INC	LICENSE FEE	02/09/2018	207.00
83995	JC LYNNE & CO LLC	FITNESS CLASSES	02/09/2018	425.00
83996	KELLY MARIE KENNEDY	FITNESS CLASSES	02/09/2018	200.00
84002	YENNY ANDREU VIVAS	FITNESS CLASSES	02/09/2018	225.00
84023	CIRSA	DEDUCTIBLE FOR 12/24/2017 LOSS	02/16/2018	48.57
84030	OFFICE DEPOT	OFFICE SUPPLIES	02/16/2018	45.26
84034	C.E.M. SALES AND SERVICE	POOL RETURNS FOR FLOOR	02/16/2018	321.10
84036	COMCAST CABLE COMMUNICATIONS. LLC	CABLE, INTERNET CRC X	02/16/2018	542.82
84038	DAVINCI SIGN SYSTEMS INC	SIGN REPAIR	02/16/2018	268.85
84045	CARD SERVICES	ARC LIFEGUARD RECERT	02/16/2018	159.38
84064	KRISTINA, K. WOOD	FITNESS CLASSES 1/29/18 & 2/9/2018	02/16/2018	360.00
84065	DEBORAH L. CAMPBELL	FITNESS CLASSES 1/17/18 - 1/26/18	02/16/2018	325.00
84066	RECREATION SUPPLY CO., INC.	POOL TESTING REAGENTS	02/16/2018	108.30
84068	KEVIN G. HINKLE	PERSONAL TRAINING 1/29/18 - 2/11/2018	02/16/2018	1,286.00
84069	JODI L. SMITH	FITNESS CLASSES 1/15/2018 - 2/1/18	02/16/2018	480.00
84112	GENERAL AIR SERVICE AND SUPPLY CO	LIQUID CO2 FOR SPILL-LEAK-FIRE -CHEMICAL SPILLS	02/23/2018	373.40
84151	DISCOVERY BENEFITS, INC	JAN 2018 FLEX SPENDING & COBRA FEES	02/23/2018	19.60
84156	KELLY MARIE KENNEDY	FITNESS CLASSES 2/5 - 2/14 2018	02/23/2018	150.00
84157	LINDA ZIEGLER	FITNESS CLASSES 2/1 - 2/13 2018	02/23/2018	225.00
84158	JODI L. SMITH	FITNESS CLASSES 2/5 2/16 2018	02/23/2018	450.00
Total for Department: 493				25,240.08
Total for Fund: 21 COMMUNITY CENTER EXPANSION				25,240.18
AP Total			3,088,008.43	
Payroll			482,988.01	
Grand Total			3,570,996.44	



MEMORANDUM

Date: March 12, 2018
To: Mayor & Town Board
From: Millissa Berry, AICP, Senior Planner
Re: Site Plan Presentation – River Valley Crossing 1st Filing Lot 4 –
Burger King Restaurant – Joe Lukas, Lukas Family LP,
owner/applicant; Ric Hattman, applicant's representative
Item #: C.1

Background / Discussion

The owner/applicant, Mr. Joe Lukas, Lukas Family LP, represented by Mr. Ric Hattman of Hattman Associates, is proposing a new site development in the River Valley Crossing 1st Filing Subdivision. The site of the proposed Burger King Restaurant is located at the southwest corner of Main and 16th Streets and directly east of the Christian Brothers Automotive site. The site is zoned General Commercial (GC) and is located adjacent to other GC zoned properties.

Overall development characteristics include:

- total lot area of 1.3 acres
- approximately 43% landscaped area
- 3,443 square foot building
- 41 parking stalls (25 required)
- access from a private drive off of 16th Street

Building characteristics include:

- building facades
 - o brick with an accent brick wainscot
 - o vintage wood cement fiber board
- accent materials
 - o ceramic tile around main entry
 - o metal awnings
- colors: mix of tans for field with red and aluminum accents
- building height of 18'
- a flat roof with varied roofline
- drive-thru

Additional site details can be seen in the enclosed staff PowerPoint.

The current presentation is intended for the Town Board's information. Should the Town Board have any comments or concerns pertaining to this project, please refer such comments to staff during the presentation so that they may be addressed during staff's review of the project. The site plan will be reviewed and approved administratively by staff; however, if the project review process reveals issues that cannot be resolved between the applicant and staff, the site plan will be brought back to the Planning Commission and Town Board for review.

Additionally, the site plan was reviewed by the Planning Commission at its March 7, 2018 regular meeting.

Relationship to Comprehensive Plan

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

Chapter 5d - Commercial & Industrial Areas Framework Plan

Goal:

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

Objective:

- 1. Prioritize new growth in areas currently served by town infrastructure and services.*

Relationship to Strategic Plan

The application is consistent with the Strategic Plan, particularly Prosperous Local Economy and Safe, Well-Planned Community With Spirit And Pride.

Recommendation

No recommendation, as this item is for presentation purposes.

Attachments

Application Materials
PowerPoint presentation

cc: Joe Lukas, Lukas Family LP, owner/applicant
Ric Hattman, applicant's representative

PROJECT NARRATIVE

WINDSOR BURGER KING

LOT 4, RIVER VALLEY CROSSING SUBDIVISION

1615 MAIN STREET, WINDSOR, COLORADO

GENERAL

The scope of this project is to construct an approximate 3,443 S.F. fast food style restaurant with a double drive-up service system. The property is located in the northeast corner of the subdivision. Colorado Highway 392, Main Street bounds the property to the north. 16th Street is the east boundary of the property. Access to the property is from 16th Street with a curb cut that serves this site and the balance of the subdivision from an internal drive. The building is a single story design with the majority of the building exterior constructed with brick. Accent elements of sloped awns are used over window elements. The entries are emphasized with a vertical tower feature that extends approximately three feet above the standard parapet height calling attention to these functional elements of the building. Pedestrian access is located on the south side of the building and the drive-up functions occur on the north side of the building providing separation of the two major service orientations of the building, being sit-down dining and drive-up service. The Dining room has about eighty seats and the Patio has seating for twelve. The building as well as the patio area is accessible to all clients.

STANDARDS

The property provides for 43 onsite parking spaces which is at a rate of approximately 12.5 spaces per 1,000 S.F. of building. Two accessible parking spaces are provided with one of these being a van accessible type. Both spaces will be marked by signage on the paving surface and by sign at eye level. These spaces are located adjacent to the main entry of the building and provide the proper grading as per the ADA Standards. Delivery service will be provided on the west side of the building with ramped access to the service area of the building. This will not block any public R.O.W., or the private access drive for the balance of the Subdivision. Service to the facility will occur at off-hours to avoid conflict with the site clients. Bicycle parking for six bikes is provided in close proximity to the building entries to promote alternative modes of transportation to the property.

SITE SPECIFICS

The landscaping area is approximately 43% of the site area. All mulched areas are of an organic nature. Low water consuming trees, plants, and grasses are planned to be used for the landscaping. Canopy type trees are used along the street frontage and spaced to provide a continuous canopy and shade for walkways at maturity. Fescue type turf cover is used in the lawn areas to reduce the amount of water that needs to be consumed to support the turf cover and provide a clean and maintained look of the property. Currently there are no significant native trees, shrubs, or turf covers on the property that needs to be preserved. There are trees along the R.O.W.'s that were planted as a part of the Subdivision. These trees will be incorporated into the final landscape plan for the property. All areas of the landscaping are designed to reduce the consumption of water. Plantings are of a low to moderate need for water. Fescue grasses are used in place of Kentucky Blue grass reducing the need and frequency of watering to maintain a green appeal to the front yard appeal. The plantings selected do not impede the view corridors for traffic that approaches or leaves the site. The landscaping provided enhances the property and helps maintain the quality of life in the Community. All plantings used on the site are hardy and well adapted to the local climate found on the site. To enhance the viability of the plantings the soil of each planting area is enhanced with soil amendments that will aid in the establishment of the plant stock as well as the root system of each plant.

The current zoning is GC – General Commercial District. The uses planned for this site are in conformance with the current zoning. No change in Zoning is requested or required for this application. Land Uses in the area and planned for adjacent properties are of an intense commercial nature.

The public utilities and infra-structures for the property are in existence. Water, sanitary, and storm drainage utilities are extended to the site requiring the site developer to provide utility connections to the existing systems. Storm water drainage has been provided for the Subdivision in a regional basin for the property. This common facility will be large enough to service this property as well as the balance of the Subdivision at completion of the whole Subdivision. This property will release less storm water than calculated for the overall drainage study due to its high percentage of landscape areas. Erosion control will be designed specifically for the conditions found on this property. These measures will be installed at the beginning of the construction and will be maintained throughout the construction period. These facilities will remain in place until turf cover is established and paving on site is completed.

Water services are designed to support the needs of this business as well as supporting the on-site irrigation of the landscaping. Fire protection is properly provided for with facilities that meet or exceed the required fire flows that would be needed in the case of an emergency situation. There is an existing fire hydrant on the property in proximity of the southwest corner adjacent to the internal drive. Sanitary service to the site is properly sized for the land use. A grease interceptor will be included as part of the design to meet the needs of the commercial kitchen facilities. Sources of electrical power, natural gas fuel, and communications are all present on the site. These services are underground and service to the building for these utilities will be constructed underground. Satellite communications if used at this facility will be screened from view particularly from the view from 16th Street by the building parapet walls of the building. The trash area is fully screened from view in all directions. The area is properly sized to contain liquid and solid waste as well as recycling products. Metal gates are used to secure the area and provide continuous visual screening of the trash area.

OPERATIONS

The facility is designed to be functional as a twenty-four hour operation. Typically the late evening hours until early morning between the hours of 11:00 PM to 6:00 AM are serviced only from the drive-up function. The dining room is typically closed within these late evening hours. Whether this particular restaurant will operate twenty-four hours a day will be determined by market demand. Most facilities in communities of this size are typically open from 6:00 AM to 11:00 PM and that is what is anticipated at this time. These hours of operation will be fine-tuned based on the local market.

Lighting will be confined to the site in direction and intensity as per the Town Ordinances. All lighting levels will meet the Town Guidelines for exterior lighting including being down directed and shielded. All lighting both pole mounted and mounted on the building will be shielded to prevent glare to adjacent properties and the night sky. All exterior lights are down directed. All exterior lighting will be controlled by photo cell and time clocks. Lighting levels on site after business hours will be reduced to what is required for proper life and safety concerns. A photometric plan will be provided with the application. No noticeable vibrations, noises, pollutants, or foul odors will originate from the operations of this facility as defined by OSHA Standards. No detrimental radiation or hazardous waste will be sourced from this operation.

DIMENSIONAL STANDARDS

The building is a single story and has a maximum height not exceeding 24'-0" in height for the parapet. The front yard setback from Main Street is greater than 35.75' from the property line. The side yard to the west is 49 feet. The side yard on the east is 114 feet from 16th Street R.O.W. The setback from the internal drive and south property line is at least 140 feet. Proper setbacks for this type of land use are provided with this proposal.

Pedestrian access is provided meeting or exceeding the sizes required for walk ways provided along the public street right-of-way and leading from there onto the site. A direct pedestrian pathway is provided from the street to the front entry of the building. The minimum width of this walkway is five feet

All parking spaces that abut curbs or sidewalks are nine feet wide and eighteen feet long. A two foot overhang for the cars is provided in these situations that maintain a minimum of a four foot wide sidewalk. If adjacent to a curb these eighteen foot long parking spaces are provided with a two foot long overhang space that contains no landscaping or physical encroachment that restricts the full twenty foot long parking space. Parking spaces in the center of the parking lot are nine feet wide and twenty feet long. All drive isles are for two way traffic and are at least twenty-four feet wide. All current easements are shown and can be found on the site design set dimension plan. All parking areas, drives, drive-up lanes, and truck loading drive are paved with asphalt or concrete as per the soils report depending on the anticipated usage of these areas. The double drive-up order station has proven to allow faster turnaround time for patrons to receive their orders.

DESIGN STANDARDS

There is a buffer yard of street shade trees along both Main Street and 16th Street. This buffer yard is also provided along the south property boundary for the internal drive. This landscape buffer provided shade trees at a minimum rate of one tree for each forty feet of frontage. The use of earth berming will be used to soften the visual impact of the building. This is augmented with the placement of ornamental trees and evergreen trees spaced between the shade trees to provide variation in the street scape view. This treatment of a regular shade tree placement paired with the placement of evergreen and ornamental trees along the street frontages will soften the scale of the development as well as provide shade for the pedestrian walkway along the public ways. Berms will be used to additionally screen the cars in the drive-up lane from the cars passing by on Main Street.

All of the landscape areas on the property are covered with live turf cover or organic mulch. The sod used as turf cover is blue fescue that maintains a manicured look and uses substantially less water than Kentucky bluegrass or other bluegrass varieties. All trees are medium to low water demanding plants and are marked as such on the landscape schedule. The Shrubs are all Low or medium water demanding allowing them to be used in groups for year round cover, green foliage and seasonal color. The site is provided with a fully automatic irrigation system that allows individual zone watering and watering duration per zone. The system is also equipped with a rain monitor which prohibits irrigation when adequate nature precipitation has been received. The property owner will maintain landscaped areas within the R.O.W. adjacent to the sidewalk back to the property line as well as on the whole property. All plantings will comply with the current American Association of Nurserymen. Plants will meet the size requirements of the Town. No tree or planting are placed within the sight triangles required for the vehicle vision in both directions from all curb cuts and public streets that may be affected by the landscaping on the property.

All mechanical units are located on the roof. These items of equipment are all located behind parapet walls which totally screen of them from any public way adjacent to the property as well as from view from adjacent properties. Utility connections to public services such as natural gas and electric will be painted to match the wall that they are placed on or adjacent.

BUILDING STANDARDS

This building is a finished design product on all sides of the structure. The building design has curb appeal on the Main Street side as well as the orientation to the parking areas on the south side of the structure. Visual interest is also provided on the east and west elevations eliminating blank walls and walls that have no variation in off-sets. High quality materials that are of a permanent nature are used for the building. The majority of the solid wall surfaces will be brick. The number of finish materials used on the exterior of the building helps provide a uniform look as well as harmony with other buildings in the area. Equal emphasis is placed on all sides of the building with high quality materials and variation in the wall alignment. This allows a varying display of shade and shadow on the building throughout the day. In addition the use of the tower elements that articulate beyond the main face of the building the entry features and drive-up areas further define the forms of the elevations. There is a variation in wall design that provides off-sets, shadow lines and variety in height on all sides of the building. The building provides a variety of materials, color, textures, height and depth on all sides. A dominate finish material of brick, a permanent durable material is used as the primary building material. Wall articulation is provided for all elevations of the building. This provides a versatile view of the

building depending on view point and time of day. The visual effect of the building changes during the day dependent upon lighting and shadow.

The building provides articulation in having the main entry doors recessed in a projecting wall on a different plain than the main walls of the building. The building articulates the entry by featuring a regular pattern dividing the siding areas by the revealed shape of the material. The siding material is of a permanent impervious material. A human scale at ground level is provided with the majority of the building having a brick as the main architectural element and the siding divided at a regular accented interval. Metal is used as an accent feature over the windows. Mirrored glass is not used on the property. The parapet is at least 18" high on all sides of the building. This provides that all mechanical equipment on the roof is screened from view from the ground adjacent to the building. There is a variation on parapet height of three to four feet in articulation that breaks the mass of any elevation of the building. Bright color are used on less than ten percent of the building and bright colors are not the dominate surface area of any elevation. Bright colors are used to be accents to the majority of the building which is earth tone in nature. These areas are recessed from the main walls of the building. All light fixtures used on the building are integrated into the wall surface and are down directed lighting sources.

This concludes our narrative explanation of the Windsor Burger King project.

February 20, 2018

Millissa Berry
Planning Department
Town of Windsor.
Windsor, Colorado

HATTMAN ASSOCIATES
Architecture & Planning
524 S. Loomis Ave. * Ft. Collins, CO 80521
* * * 970.218.4453 * * *

RE: REVISIONS TO BURGER KINGSIDENCE
1615 Main Street

Dear Millissa;

The Plans that are on this flash drive with this cover provide the revisions that Staff for the Town of Windsor requested. Most all issues were minor and any change that was required on one drawing was also revised for the other Documents. Color Site Plan and Elevations are also provided.

The major issues that were changed were the length of the parking stalls, location of light poles too close to the edge of the paving, landscaping moved out of the car bumper overhang, utility and tree separation, relocation of some trees and shrubs to screen the northwest portion of the building, grades both new and existing of curb and gutter for construction of the "Tee" intersection, and some additional details for construction.

I believe you will find all of the revisions in order.

Sincerely;

Ric Hattman



Site Plan Presentation

River Valley Crossing
Subdivision 1st Filing
Lot 4 – Burger King

Millissa Berry, Senior Planner

Town Board March 12, 2018



Qualified Commercial Site Plan

Article IX of Chapter 17 of the Municipal Code outlines the purpose and procedures of the Qualified Commercial and Industrial Site Plan process, including:

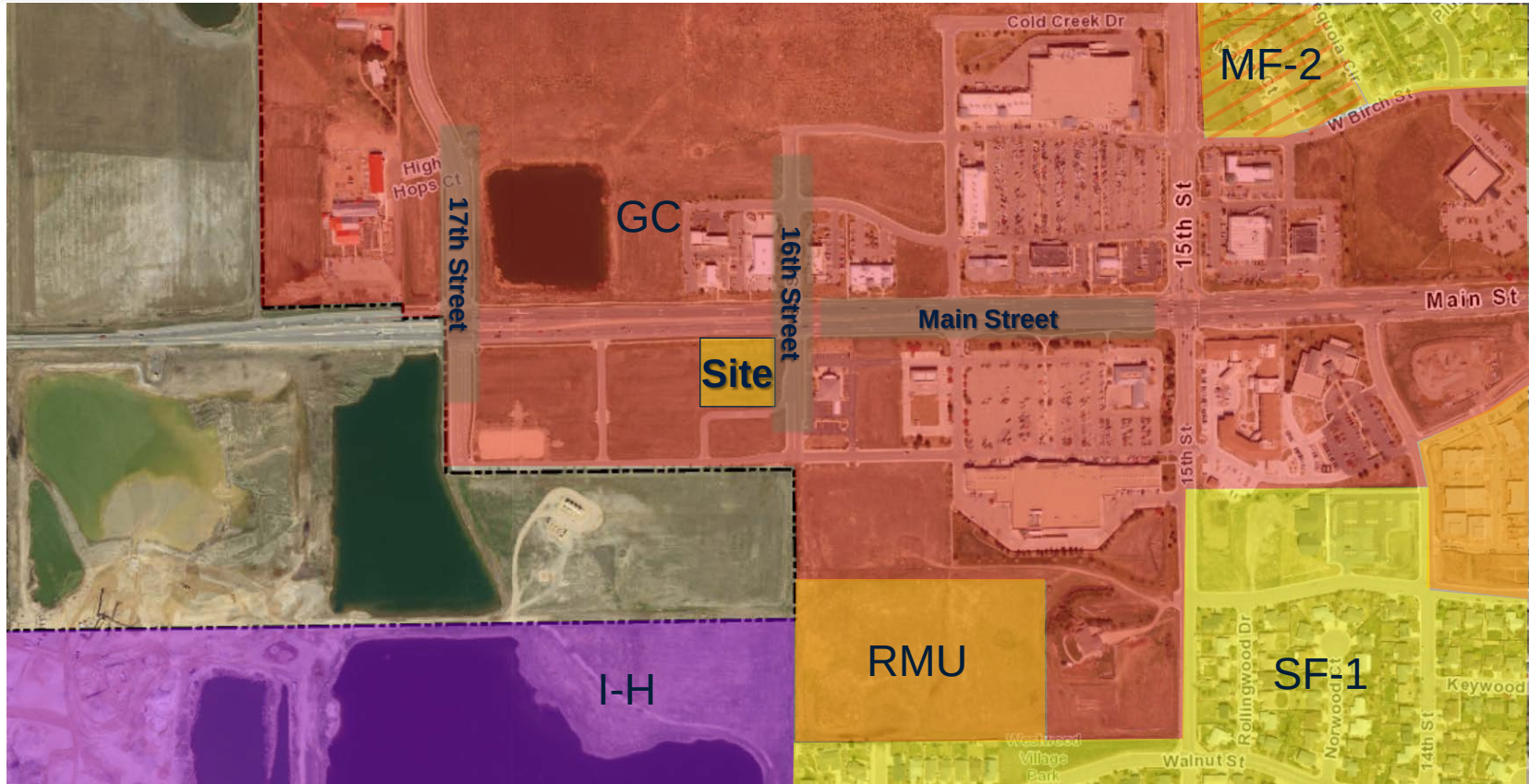
Sec. 17-9-10. Purpose.

Commercial and industrial site plans proposed to be developed on lots that have either previously been subdivided or are presently being subdivided as part of a minor subdivision shall qualify for administrative site plan review in accordance with the requirements of this Section. The provisions of this Section, as well as the administrative site plan review procedures set forth in Section 17-8-30, shall not apply to multifamily residential projects or site plans, which shall remain subject to the subdivision and site plan review procedures otherwise set forth in this Chapter.

Site Vicinity Map

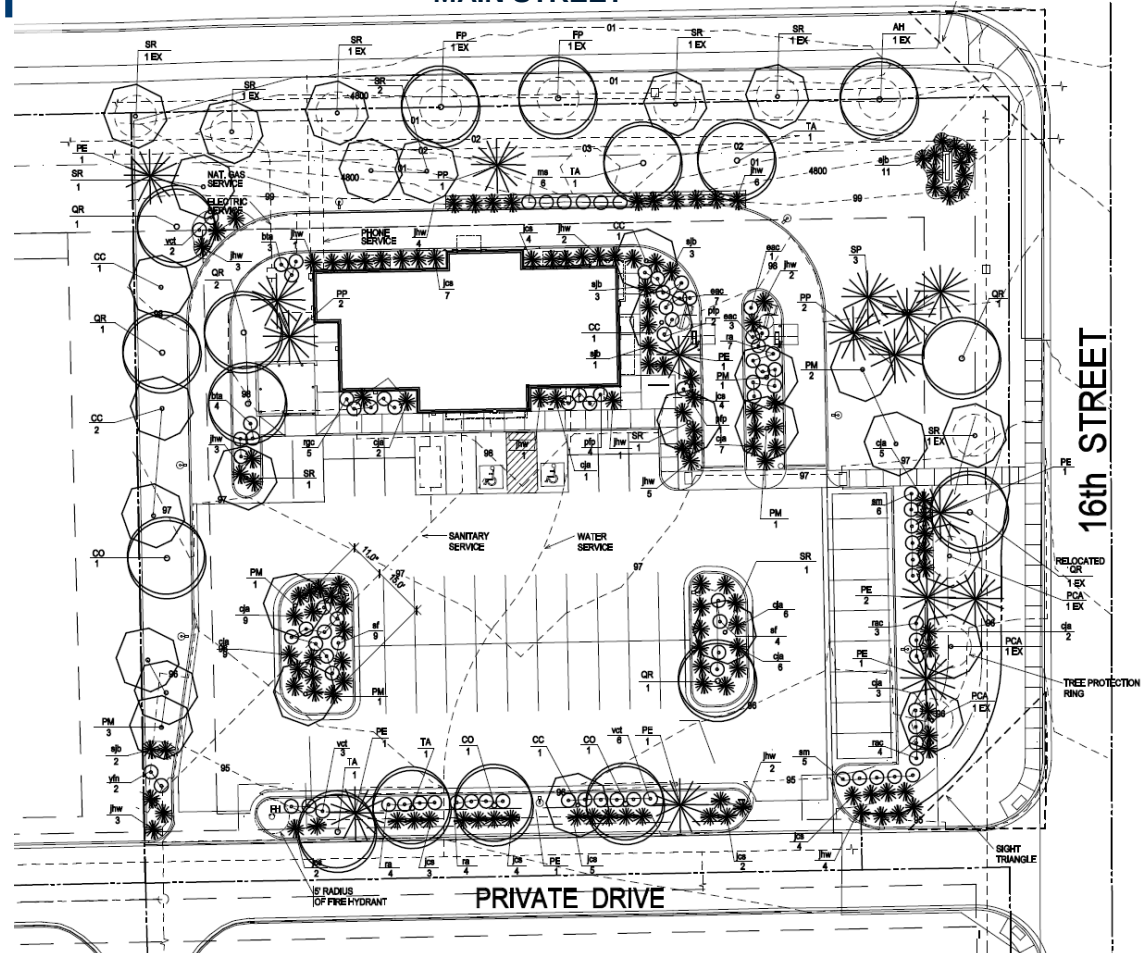


Site Zoning Map





- 1.3 acres
- 3,443 sf building
- 41 parking stalls (25 required)
- 43% landscaped area



Site Plan

COLORADO HIGHWAY 392

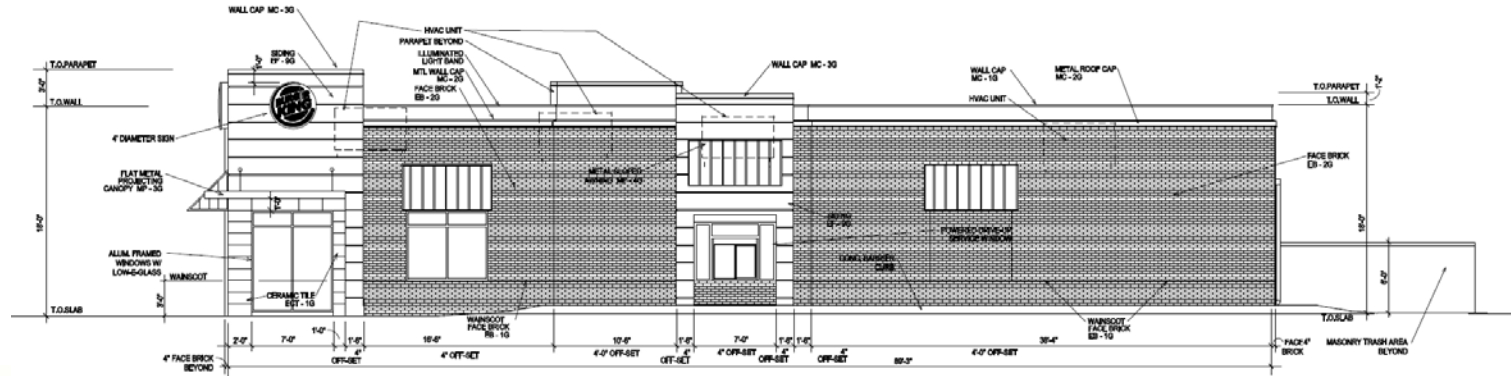




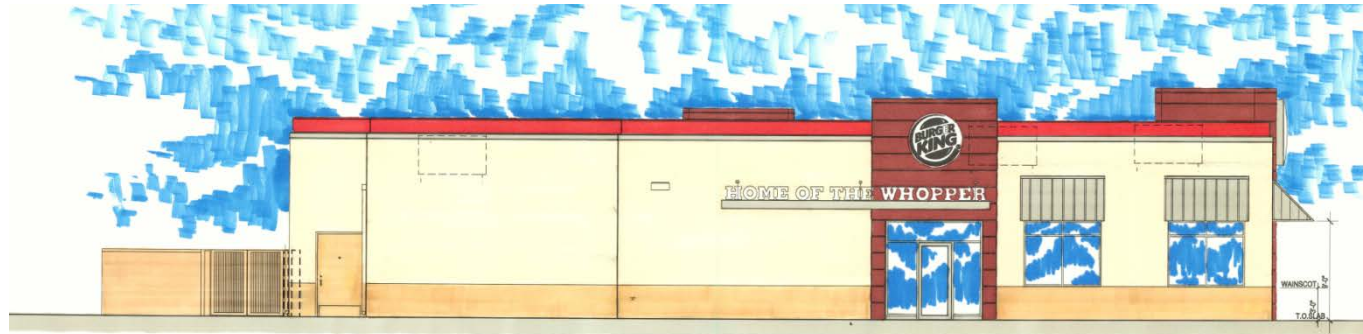
Building Elevations

Building characteristics:

- Brick facade with accent brick wainscot
- Siding, tile and metal accents
- 18' height
- flat roof with varied roofline
- drive-thru

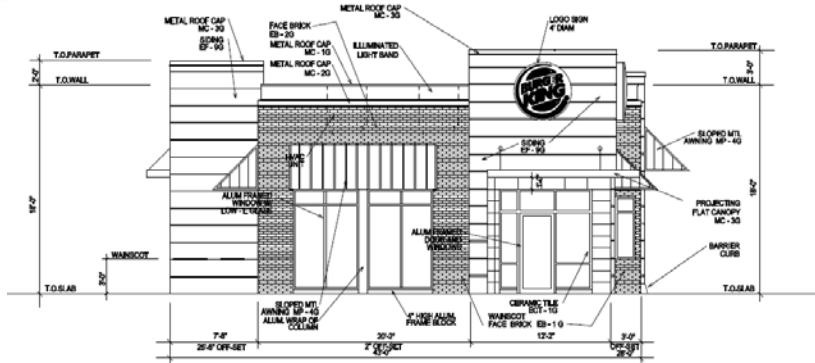


North Elevation

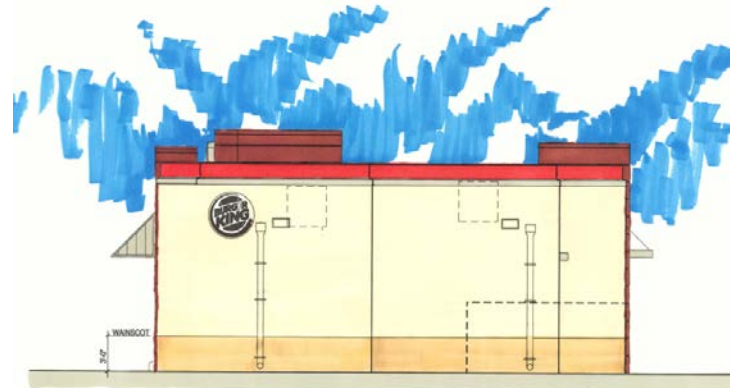
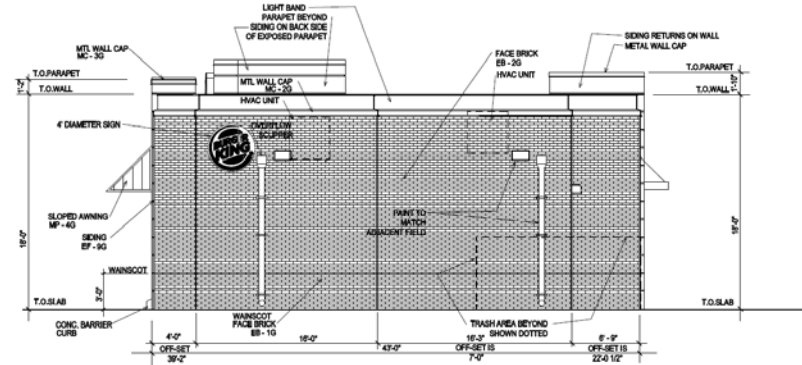


South Elevation

Building Elevations



East Elevation



West Elevation

Building Materials



CEDAR

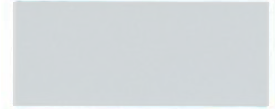
vintage wood
cement fiber
siding



tiling



brick façade &
wainscot



awning



MEMORANDUM

Date: March 12, 2018
To: Mayor and Town Board
From: Ian D. McCargar, Town Attorney
Re: Ptarmigan West Metro District
Item #: C.2.

Background / Discussion

The Ptarmigan West Metropolitan Districts No's. 1-3 propose to organize and serve the land area controlled by Tom Muth at the northeast corner of I-25 and State Highway 392. The Districts' counsel has worked closely with the Town's Metropolitan District Special Counsel, Carolyn Steffl, to adhere closely to the Town's Model Service Plan. Ms. Steffl's Memorandum dated February 20, 2018, provides the legal details regarding the proposed service plan for these proposed new districts.

Given that the Districts have adhered closely to the Town's Model Service Plan, Ms. Steffl is recommending approval.

Financial Impact

None.

Relationship to Strategic Plan

Prosperous local economy.

Recommendation

Adopt Ordinance No. 2018-1557; super-majority vote required on second reading.

Attachments

- Ordinance No. 2018-1557 An Ordinance of the Town Board of the Town of Windsor, Colorado, Approving the Service Plan for Ptarmigan West Metropolitan District Nos. 1-3, and Authorizing the Execution of an Intergovernmental Agreement Between the Town and the Districts
- Clean Service Plan incorporating all changes

TOWN OF WINDSOR

ORDINANCE NO. 2018-1557

AN ORDINANCE OF THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, APPROVING THE SERVICE PLAN FOR PTARMIGAN WEST METROPOLITAN DISTRICT NOS. 1-3, AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND THE DISTRICTS

WHEREAS, the Town of Windsor, Colorado (the "Town"), is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, the members of the Windsor Town Board (the "Town Board") have been duly elected, chosen and qualified; and

WHEREAS, pursuant to the provisions of Chapter 19, Article 1 of the *Windsor Municipal Code* (the "Special District Ordinance"), the representatives of the Ptarmigan West Metropolitan District Nos. 1-3 (the "Districts") submitted to the Town Board the Service Plan for Ptarmigan West Metropolitan District Nos. 1-3 dated March 12, 2018 (the "Service Plan"), which outlines the terms and conditions under which the Districts will be authorized to exist; and

WHEREAS pursuant to Article XV of the Town of Windsor Home Rule Charter (the "Town Charter"), and the Special District Ordinance, the Town Board has full authority to create by ordinance special districts within the Town; and

WHEREAS, the Town Board has considered the Service Plan, and all other testimony and evidence presented; and

WHEREAS, Town Board's approval of the Service Plan is subject to and based upon those conditions and limitations contained in the Service Plan; and

WHEREAS, the Town Board further finds that it is in the best interests of the citizens of Windsor to authorize the appropriate Town officials to enter into an intergovernmental agreement with the Districts in substantially the form as that contained as Exhibit G to the Service Plan;

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

Section 1. The Town Board hereby determines that all of the jurisdictional and other requirements Special District Ordinance, and the Town Charter have been fulfilled, including those relating to the filing and form of the Service Plan and that notice of the public meetings on this Ordinance was given in the time and manner required by the Ordinance and the Town Charter.

Section 2. The Town Board further determines that all pertinent facts, matters and issues were submitted at the first and second reading of this Ordinance; that all interested parties were heard or had the opportunity to be heard; and, that evidence satisfactory to the Town Board of each of the following was presented either in the Service Plan or upon first and/or second reading:

a. There is sufficient existing and projected need for organized service in the area to be served by the proposed Districts;

b. The existing service in the area to be served by the proposed Districts is not adequate for present and projected needs;

c. The proposed Districts are capable of providing economical and sufficient services to the area they intend upon serving;

d. The area to be included within the proposed Districts has, or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.

Section 3. The Town Board hereby approves the Service Plan. The services and facilities to be provided by the Districts and the powers provided by the Districts shall be subject to the limitations expressed in the Service Plan.

Section 4. The officers of the Town are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

Section 5. This Ordinance shall take effect ten (10) days after publication following final adoption.

Section 6. The Mayor and the Town Clerk are hereby authorized to execute, on behalf of the Town of Windsor, if and when necessary, an Intergovernmental Agreement between the Town of Windsor, Colorado and the Ptarmigan West Metropolitan District Nos. 1-3 (the "Town IGA") with such technical additions, deletions, and variations as the Town Attorney may deem necessary or appropriate and not inconsistent with this Ordinance.

Section 7. All acts, orders, resolutions, or parts thereof, of the Town that are inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

Section 8. Should any part or provision of this Ordinance be adjudged unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, it being the intention that the various provisions hereof are severable.

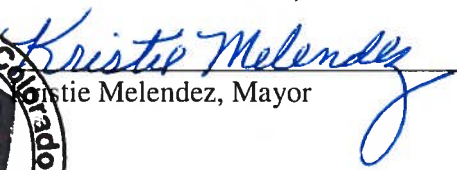
Section 9. The Town Clerk is hereby directed to advise the representatives of the Districts in writing of this action and to attach a certified copy of this Ordinance for the purpose of filing the same with the District Court of Larimer County.

Introduced, passed on first reading and ordered published this 26th day of February, 2018.

ATTEST:

Patti Garcia, Town Clerk



TOWN OF WINDSOR, COLORADO

Kristie Melendez, Mayor

Passed on second reading, and ordered published this 12th day of March, 2018.

TOWN OF WINDSOR, COLORADO

Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

SERVICE PLAN
FOR
PTARMIGAN WEST METROPOLITAN DISTRICT NOS.
1-3
TOWN OF WINDSOR, COLORADO

Prepared by:

WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law
2154 E. Commons Ave., Suite 2000
Centennial, Colorado 80122

March 12, 2018

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I. INTRODUCTION

A. Purpose and Intent.

The Districts are intended to be independent units of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of this Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated residents and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

A multiple district structure is proposed in this Service Plan due to the expected length of buildout for the project and mixed uses, which is projected to occur over a seven year period. In order to assure delivery of the Public Improvements according to an Approved Development Plan, initial decision making is to be vested in the Project Developer through use of multiple districts. District No. 1 is proposed to be the Coordinating District, and is expected to coordinate the financing, construction and maintenance of all Public Improvements. District Nos. 2 and 3 are proposed to be the Financing Districts which are expected to include all or substantially all of the future development comprising the Project (whether residential or commercial) and provide the revenue to support the Districts Improvements and other services. The Coordinating District will be permitted to provide public service and facilities throughout the Districts pursuant to this Service Plan. Further, and notwithstanding the foregoing, the Districts may provide the Public Improvements and related services through any combination of Districts for the benefit of the property within the Service Area, subject to the limitations of this Service Plan. The Districts will consider from time-to-time whether they are eligible for inactive status under Section 32-1-104, C.R.S., and whether opting into such status will provide a cost savings to the Districts.

The Districts are not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan. This Service Plan has been prepared in accordance with Article 1 of Chapter 19 of the Town Code.

B. Need for the Districts.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding Districts' Service Plan.

The Town's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of a Debt Mill Levy to be imposed by the Districts. All Debt is expected to be repaid by taxes imposed and

collected by the Districts at a property tax mill levy rate no higher than the limit set forth herein for the Debt Mill Levy and for a duration not to exceed the Maximum Debt Mill Levy Imposition Term, and from other legally available revenues, including but not limited to Capital Improvement Fees. Debt which is incurred within these parameters (as further described in the Financial Plan) will insulate property owners and property from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt. Under no circumstances is the Town agreeing or undertaking to be financially responsible for the Debt or the construction of Public Improvements.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with the Project and those regional improvements necessitated by the Project. Ongoing operational and maintenance activities are allowed, but only as specifically addressed in this Service Plan. In no case shall the mill levies imposed by the Districts on any property exceed the Maximum Aggregate Mill Levy.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt. However, if the Districts have authorized operating functions under this Service Plan, or if by agreement with the Town it is desired that the Districts shall continue to exist, then the Districts shall not dissolve but shall retain only the power necessary to impose and collect taxes or Fees to pay for costs associated with said operations and maintenance functions and/or to perform agreements with the Town.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy (which shall not exceed the maximum Debt Mill Levy rate and which shall not exceed the Maximum Debt Mill Levy Imposition Term) and from Capital Improvement Fees and other legally available revenues. It is the intent of this Service Plan to ensure to the extent possible that, as a result of the formation and operation of the Districts, no taxable property bears a tax burden that is greater than the Maximum Aggregate Mill Levy in amount, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

II. DEFINITIONS

In this Service Plan, the following terms which appear in a capitalized format herein shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Act: means the Special District Act, Article 1 of Title 32 of the Colorado Revised Statutes.

Approved Development Plan: means a plan, development agreement, or other process established by the Town (including but not limited to approval of a final plat or PUD by the Town Board, subdivision improvement agreement, or issuance of a building permit) for identifying and authorizing, among other things, Public Improvements necessary for facilitating

development of property within the Service Area as approved by the Town pursuant to the Town Code and as amended pursuant to the Town Code from time to time.

Board: means the Board of Directors of a District.

Capital Improvement Fee: has the meaning set forth in Section V(A)(10) below.

Coordinating District: means District No. 1.

Covenant Enforcement and Design Review Services: means those services authorized under Section 32-1-1004(8), C.R.S.

Debt: means bonds, notes, contracts, or other financial obligations for the payment of which the Districts have pledged their general credit, promised to impose an ad valorem property tax mill levy, and/or have pledged District revenues. The terms do not include contracts through which the Districts procure or provide services or tangible personal property without the use of a multiple fiscal year financial obligation.

Debt Mill Levy: means a mill levy imposed for payment of the costs of Public Improvements and incidental capitalized costs, whether such payment is made on a current funding basis or to defray Debt incurred to pay the costs of the Public Improvements. The Debt Mill Levy is further described in Section VI.C. below.

District Boundaries: means the boundaries of the area depicted in the District Boundary Maps.

District Boundary Maps: means the maps attached hereto as Exhibit C describing the Districts' boundaries.

District No. 1: means the Ptarmigan West Metropolitan District No. 1.

District No. 2: means the Ptarmigan West Metropolitan District No. 2.

District No. 3: means the Ptarmigan West Metropolitan District No. 3.

Districts: means District No. 1, District No. 2, and District No. 3, collectively.

End User: means any owner, or tenant of any owner, of any taxable property within the Districts held as a dwelling or in connection with a business other than real estate development or construction within the Districts. By way of example, a homeowner, residential renter, commercial property owner, or commercial tenant is an End User. None of the following is an End User: a Project Developer; the business entity that constructs homes or commercial structures within the Project; and, a person who has filed (or should, in reasonable prudence, have filed) a conflict of interest disclosure with the Colorado Secretary of State pursuant to Section 24-18-110, C.R.S., on account of his or her business relationship with a Project Developer or other property owner within the District.

External Financial Advisor: means a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer or employee of the Districts or the Project Developer.

Fees: means fees, rates, tolls, penalties and charges as authorized by the Special District Act. The imposition and use of Fees is limited by this Service Plan, including as set forth in Section V.(A).(10).

Financial Plan: means the Financial Plan described in Section VI which is prepared by an External Financial Advisor (or a person or firm skilled in the preparation of financial projections for Colorado special districts) in accordance with the requirements of the Town Code. In the event the Financial Plan is not prepared by an External Financial Advisor, the Financial Plan is accompanied by a letter of support from an External Financial Advisor.

Financing District: means, in the singular, either District Nos. 2 or 3 individually, as the context requires, or in the plural, District Nos. 2 and 3 collectively.

Map Depicting Public Improvements: means the map or maps attached hereto as Exhibit E, showing the approximate expected location(s) of the Public Improvements listed in the Preliminary Infrastructure Plan.

Maximum Aggregate Mill Levy: means the maximum total combined mill levy the Districts are permitted to impose on property for all purposes. The amount is set forth in Section VI.C. below.

Maximum Debt Authorization: means the total Debt the Districts are permitted to incur as set forth in Section V.A.6.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of the Debt Mill Levy on a particular property for purposes of paying the costs of the Public Improvements (as set forth in Section VI.D below).

Operations and Maintenance Mill Levy: means a mill levy the Districts are permitted to impose on property for payment of general operating expenses, including administration, operations, and maintenance costs. The Operations and Maintenance Mill Levy shall not be levied to pay for Public Improvements or Debt. It is further described in Section VI.C. below.

Preliminary Infrastructure Plan: means the Preliminary Infrastructure Plan described in Section V.B. which includes: (a) a preliminary list of the Public Improvements to be developed by the Districts; and (b) an estimate of the cost of the Public Improvements.

Project: means the development or property referred to for land use planning purposes as Ptarmigan West.

Project Developer: means a person undertaking the development of the Project and any individual or affiliated entity, such as a parent or subsidiary entity or entity under common control or ownership. The term also includes a master or limited developer and any successor developer. The current Project Developer and proponent of the Districts is JBT Associates, LLC, SDM Properties 1, LLC and Windsor Investments, Ltd, LLC.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed by the Districts as generally described in the Special District Act, except as specifically limited in Section V below, to serve the future property owners and residents of the Service Area.

Service Area: means the property within the District Boundary Maps after such property has been included.

Service Plan: means this service plan for the Districts approved by the Town Board.

Service Plan Amendment: means an amendment to the Service Plan approved by the Town Board in accordance with applicable state law.

Service Plan Intergovernmental Agreement: means the intergovernmental agreement entered into by the town and the Districts in substantially the form as attached hereto as Exhibit G.

Special District Act: means Article 1 of Title 32 of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

TABOR: means article X, section 20 of the Colorado Constitution.

Town: means the Town of Windsor, Colorado.

Town Board: means the Town Board of the Town of Windsor, Colorado.

Town Code: means the Town of Windsor Code and any regulations, rules, or policies promulgated thereunder, as the same may be amended from time to time.

III. BOUNDARIES

The area of the District Boundaries includes approximately 110.15 acres. A legal description of the District Boundaries is attached hereto as part of Exhibit A. A map of the District Boundaries is attached hereto as Exhibit C. A vicinity map is attached hereto as Exhibit B. The Project Developer owns the property within the District Boundaries.

It is anticipated that the Districts' boundaries may change from time to time as inclusions and exclusions occur pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in this Service Plan. Property shall not be included into the Districts prior to annexation of such property into the corporate boundaries of the Town.

IV. PROPOSED LAND USE AND ASSESSED VALUATION

The District Boundaries consist of approximately 110.15 acres. The Service Area is planned to include both residential and commercial area. The current assessed valuation of the District Boundaries is zero dollars \$0.00 for this Service Plan and, at build out, is expected to be approximately one hundred and two million dollars \$102,000,000, which amount is expected to be sufficient to reasonably discharge the Debt to be incurred by the Districts. The estimated population within the District Boundaries at build out is expected to be approximately 795 persons.

Approval of this Service Plan by the Town does not imply approval of the Project for development, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings which may be identified in this Service Plan or any of the exhibits attached thereto or any of the Public Improvements, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, SERVICES, AND LIMITATIONS

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to acquire, construct and install the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the State Constitution, subject to the limitations set forth herein.

If, after the Service Plan is approved, the General Assembly grants new or broader powers for metropolitan districts, to the extent permitted by law any or all such powers shall be deemed to be a part hereof and available to or exercised by the Districts upon execution of a written agreement with the Town Board concerning the exercise of such powers, which agreement shall be approved subject to the Town Board's sole legislative discretion. Execution and performance of such agreement by the Districts shall not constitute a material modification of this Service Plan.

1. **Operations and Maintenance Limitation.** The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and applicable provisions of the Town Code. To the extent the Public Improvements are not accepted by the Town or other appropriate jurisdiction, the Districts shall be authorized to operate and maintain any part or all of the Public Improvements, provided that any increase in an operations mill levy beyond the limits set forth herein shall be subject to approval by the Town Board.

2. **Development Standards.** The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, as applicable. The Districts directly or indirectly through the developer of the Project will obtain the Town's

approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Unless waived by the Town, the Districts shall be required, in accordance with the Town Code, to post a surety bond, letter of credit, or other approved development security for any Public Improvements to be constructed by the Districts in connection with a particular phase. Such development security shall be released when the Districts (or the applicable District furnishing the security) have obtained funds, through bond issuance or otherwise, adequate to insure the construction of the applicable Public Improvements, or when the improvements have been completed and finally accepted. Any limitation or requirement concerning the time within which the Town must review a District proposal or application for an Approved Development Plan or other land use approval is hereby waived by the Districts.

3. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

4. Inclusion and Exclusion Limitation. The Districts shall not include within their respective boundaries, any property outside of the District Boundaries without the prior written consent of the Town Board. The boundaries of the Districts may be adjusted within the boundaries of the Service Area by inclusion or exclusion pursuant to the Act, provided that the following materials are furnished to the Town Planning Department: a) written notice of any proposed inclusion or exclusion is provided at the time of publication of notice of the public hearing thereon; b) an engineer's or surveyor's certificate is provided establishing that the resulting boundary adjustment will not result in legal boundaries for any District extending outside of the Service Area; and c) to the extent the resulting boundary adjustment causes the boundaries of the Districts to overlap, that any consent to such overlap required by Section 32-1-107, C.R.S. is furnished. Inclusions or exclusions that are not authorized by the preceding text shall require the prior approval of the Town Board, and such approval shall not constitute a material modification of this Service Plan.

5. Initial Debt Limitation. Prior to the effective date of approval of an Approved Development Plan relating to development within the Service Area, the Districts shall not incur any Debt.

6. Maximum Debt Authorization. The Districts shall not incur Debt in excess of Twenty Five Million Dollars \$25,000,000. To the extent the Districts seek to modify the Maximum Debt Authorization, they shall obtain the prior approval of the Town Board. Increases which do not exceed 25% of the amount set forth above, and which are approved by the Town Board in a written agreement, shall not constitute a material modification of this Service Plan. Debt established pursuant to an intergovernmental agreement pledging the collection and payment of property taxes and/or Capital Improvement Fees in connection with a Coordinating District and Financing District(s) structure and which secures payment of Debt issued by the Coordinating District shall not count against the Maximum Debt Authorization limitation.

7. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply for, except pursuant to an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

8. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town.

9. Eminent Domain Limitation. The Districts shall not exercise their statutory power of eminent domain, except as may be necessary to construct, install, access, relocate or redevelop the Public Improvements identified in the Preliminary Infrastructure Plan. Any use of eminent domain shall be undertaken strictly in compliance with State law and shall be subject to prior consent of the Town Board.

10. Limitation on Using Fees for Capital Improvements. The Districts are prohibited from imposing or collecting Fees for purposes of paying for Public Improvements or Debt; provided, however, that the Districts may impose and collect a one-time capital improvement fee as a source of revenue for repayment of Debt and/or costs of Public Improvements in an amount not to exceed \$2,500 per dwelling unit (the "Capital Improvement Fee"). No Capital Improvement Fee related to repayment of Debt shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said taxable property. The Town undertakes no obligation to inform the Districts as to the status of Certificates of Occupancy or to monitor the collection of Capital Improvement Fees. Notwithstanding any of the foregoing, the restrictions in this paragraph shall not apply to any Fee imposed or collected from taxable property for the purpose of funding administration, operation, and maintenance costs of the Districts.

11. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Aggregate Mill Levy have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan amendment; and

b. are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C, Section 903) and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

12. Pledge in Excess of Maximum Aggregate Mill Levy – Material Modification. Any Debt incurred with a pledge or which results in a pledge that exceeds the Maximum Aggregate Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

13. Covenant Enforcement and Design Review Services Limitation. The Districts are authorized to transfer responsibility for provision of covenant enforcement services and design review services under a declaration of covenants, conditions, and restrictions (“CCRs”) to a not for profit entity controlled by End Users. The Districts shall not impose assessments that might otherwise be authorized to be imposed and collected pursuant to a CCRs. The preceding sentence does not limit the Districts’ ability to impose Fees to defray the costs of covenant enforcement and design review services. The Districts shall be authorized to contract among themselves to assign responsibility for Covenant Enforcement and Design Review Services to one of the Districts, but any such contract shall be terminable by any District upon reasonable notice to the named enforcing District, and any determinations made by the enforcing District under such contract shall be appealable *de novo* to the Board of Directors of the District in which the property that is the subject of the determination is located. The Board of Directors of the District in which the property is located will then have thirty (30) days to hear the appeal or grant an extension; otherwise, the appeal shall be deemed denied.

14. Restrictions on Developer Reimbursements.

a. In the event the District procures or pays for Public Improvements outside of a public bid process, prior to reimbursement to the Project Developer or payment to a third party on behalf of the Project Developer a qualified independent third party shall certify to the Districts that costs of the Public Improvements are reasonable.

b. A qualified independent third party shall certify to the Districts that Public Improvements financed by a District are fit for intended purposes. Note that this certification standard might differ from the certification standards required by the end-owner of such facilities, such as the Town or other special district.

c. In the event a District agrees to reimburse the Project Developer for an advancement of money, property, or services and such agreement does not qualify as Debt as defined in this Service Plan, then the District shall not pay a rate of interest on such advancement that exceeds a rate equal to the prime rate as published in the Wall Street Journal (“WSJ”) plus two percent (2%) for the applicable period. In the event the WSJ ceases to publish a prime rate, then the Districts shall substitute a rate from a similar market index. The Districts will from time to time monitor the feasibility of issuing Debt, and if the amount owed under the

reimbursement agreement can be satisfied with the proceeds of Debt incurred at a cost materially less than the prime rate plus two percent (2%), then the Districts shall take reasonable steps to incur such Debt and satisfy the reimbursement obligation to the Project Developer. The purpose of this paragraph is to set a readily ascertainable ceiling on the rate of interest a District board of directors can agree to pay a Project Developer for advancements that do not qualify as Debt; this paragraph neither prevents the District from issuing Debt at a higher rate of interest than the WSJ prime rate plus two percent (2%) nor does it prevent the District from paying a lower rate of interest on a developer reimbursement agreement.

15. Town Trails. Trails which are interconnected with a Town or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

16. Overlap of Existing Special Districts. The proponents of the Districts have reviewed the boundaries of the Service Area to determine whether a District is expected to provide the same service to the same property as an existing special or metropolitan district. To the extent prohibited by Section 32-1-107, C.R.S., the Districts shall not duplicate the services provided by any existing metropolitan or special district in any area of overlap except as may be consented to by such existing district. The Town shall be held harmless if any existing metropolitan or special district refuses to authorize services and from any claims brought by such district for improvements constructed or installed or services provided prior to receiving any required consent.

17. Overlap of Districts. No property shall be simultaneously included within the boundaries of more than one of the Districts, except as provided in Section V.A.4. above and in the following sentence. To the extent any District overlaps any other District(s), the total mill levy to be imposed by the Districts to property located in two or more of the Districts shall not exceed the Maximum Aggregate Mill Levy, and the property shall not be subject to a Debt Mill Levy for a period which exceeds the Maximum Debt Mill Levy Imposition Term.

18. Location and Extent Limitation. To the extent a metropolitan district may have any powers pursuant to Section 31-23-209, C.R.S., with respect to the Town, the District hereby waives and shall not exercise any such powers to override or avoid submitting to the jurisdiction of the Town Board or compliance with the Town Code or other regulations.

19. Disclosure. Contemporaneously with the inclusion of property into a District, the District shall record a disclosure in the form set forth in Exhibit H hereto in the appropriate county's real property records.

20. Meetings. As required pursuant to Section 29-1-108, C.R.S., the Districts' annual public hearing regarding the subsequent year's budget shall be held within the boundaries of the Districts or the boundaries of the Town, every year in which there is any property within the Districts that is owned by an End User. At least once every two years, such public hearing shall be held after 5:00 p.m., in order to facilitate attendance by property owners and residents with daytime work schedules.

21. Elections. The Districts shall post a copy of each call for nominations, required pursuant to Section 1-13.5-501, C.R.S., in the designated locations for posting notices of meetings per Section 24-6-402(2)(c), C.R.S., in addition to complying with any other notice requirements of the Special District Act.

22. Service Plan Amendment Requirement. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. The Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements shall be permitted to accommodate development needs consistent with the then-current Approved Development Plan(s) for the Project.

The Districts shall be independent units of local government, separate and distinct from the Town, and their activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of the Service Plan. Any action of the Districts which: (1) violates the limitations set forth in this Section V.A. or (2) violates the limitations set forth in Section VI. below, shall be deemed to be a material modification to this Service Plan unless otherwise agreed by the Town as provided for in Section X of this Service Plan or unless otherwise expressly provided herein. Unless otherwise expressly provided herein, any other departure from the provisions of this Service Plan shall be considered on a case-by-case basis as to whether such departure is a material modification. Any determination by the Town that a departure is not a material modification shall be conclusive and final and shall bind all residents, property owners and others affected by such departure to the extent permitted by law. Any such determination shall not have a precedential effect on the Town's oversight of other metropolitan districts. Any determinations made by the Town shall be made in the Town's sole legislative discretion.

To the extent permitted by law, the Districts may seek formal approval from the Town Board of modifications to this Service Plan which are not material, but for which the Districts may desire a written amendment and approval by the Town Board. Such approval may be evidenced by any instrument executed by the Town Manager, Town Attorney, or other specially designated representative of the Town Board as to the matters set forth therein and shall be conclusive and final.

B. Preliminary Infrastructure Plan.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. The Preliminary Infrastructure Plan, including: (1) a list of the Public Improvements to be developed by the Districts; and (2) an estimate of the cost of the Public Improvements is attached hereto as Exhibit D and is hereby deemed to constitute the preliminary engineering or architectural survey required by Section 32-1-202(2)(c), C.R.S. The Map Depicting Public Improvements is attached hereto as Exhibit E and is also available in size and scale approved by the Town Planning Department.

As shown in the Preliminary Infrastructure Plan, the estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed by the Districts is approximately Twenty Two Million Dollars \$22,000,000. The Districts shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in their discretion.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be consistent with or exceed the standards of the Town and shall be in accordance with the requirements of the Approved Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town's requirements, and construction scheduling may require. Upon approval of this Service Plan, the Districts will continue to develop and refine the Preliminary Infrastructure Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt or other funding of the Public Improvements. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in Exhibit D assume construction to applicable local, State and Federal requirements. Changes in the Public Improvements, Preliminary Infrastructure Plan, Map Depicting Public Improvements, or costs, shall not constitute material modifications of this Service Plan. Additionally, due to the preliminary nature of the PIP, the Town shall not be bound by the PIP in reviewing and approving the Approved Development Plan and the Approved Development Plan shall supersede the PIP.

C. Operational Services.

The Districts shall be authorized to provide the following ongoing operations and maintenance services:

1. Landscape maintenance and upkeep for common areas and other District owned property within the Districts' boundaries, including, but not limited to, entrance and external streetscapes and the non-potable water system that may be used to irrigate those areas.
2. Maintenance and upkeep for common area fencing and entrance features.
3. District administrative, legal and accounting services.
4. Neighborhood parks and trails.
5. Covenant code enforcement and design review.
6. Solid Waste Management; provided, however, that in approving this Service Plan, the Town is not authorizing the provision of any services in excess of what is already provided by Section 32-1-1006(6), C.R.S.

D. Demonstrated Public Benefit.

The Districts are anticipated provide enhancements to the Project and the Town that are above and beyond the requirements of the Town. These enhancements fall into several different categories, and are spread between the residential and commercial development.

County Road 5 is planned be improved to a minor arterial classification including bike lanes and street trees, with roundabouts installed at the intersections with Westgate Drive and Oakmont Lane providing grand entrances to the development. These roundabouts will be enhanced with additional landscaping that will complement the development landscape themes. A regional trail is planned be installed along the property frontage that will serve as a key pedestrian and bicycle connector as the surrounding area builds out. On the development side of County Road 5, there will be significant open space and articulated masonry sound wall installed to mitigate the traffic noise from the minor arterial road. In the open space, significant landscaping will be installed to add to the buffering, including evergreen trees and shrubs to provide year round visual interest and sound buffering.

The residential development will have common areas with enhanced landscaping throughout the development. These include open space tracts along the connecting streets to provide a boulevard experience over the traditional local street. Other enhancement to the residential development will include a pool facility with restrooms, entry and wayfinding monumentation, and enhanced landscape in the public open space areas.

The commercial development will have enhanced landscape in the open areas and roundabout. There will also be enhanced entry and wayfinding monumentation throughout the commercial development.

The development will also be upsizing the sanitary sewer force main for the benefit of the surrounding region. The development will also be passing offsite storm flows through the center of the development, that will regionally be beneficial for the ultimate buildout of the area.

VI. FINANCIAL PLAN

A. General.

Embedded in the structure of the Financial Plan are the Town's policies that (i) the costs of Public Improvements are to be paid from taxes and not from Fees (with the exception of the Capital Improvements Fee) and that (ii) property shall not be taxed for more than a period of thirty (30) years to pay the costs of the Public Improvements necessary for or part of the master planned development of the Project of which such property is a part. Accordingly, the costs of Public Improvements, and Debt incurred to fund the same, are to be paid from revenues of the Debt Mill Levy and Capital Improvements Fees; and, the Districts'

administrative, operating and maintenance costs are to be paid from the Operations and Maintenance Mill Levy and Fees. Any ambiguity in this Service Plan is to be resolved consistent with these policies.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from certain revenues and by and through the proceeds of Debt to be incurred by the Districts. The Financial Plan for the Districts shall be to: (i) incur no more Debt than the Districts can reasonably pay from revenues derived from the Debt Mill Levy and other legally available revenues and (ii) satisfy all other financial obligations arising out of the Districts' administrative and operations, and maintenance activities.

The total Debt that the Districts shall be permitted to incur shall not exceed the Maximum Debt Authorization; provided, however, that Debt incurred to refund outstanding Debt of the Districts shall not count against the Maximum Debt Authorization so long as such refunding Debt does not result in a net present value expense. District Debt shall be permitted to be incurred on a schedule and in such year or years as the issuing District determines shall meet the needs of the Financial Plan referenced above and phased to serve the Project as it occurs. All bonds and other Debt incurred by the Districts may be payable from any and all legally available revenues of the Districts, including but not limited to revenues from the Debt Mill Levy to be imposed upon all taxable property within the Districts and Capital Improvement Fees.

All Debt incurred by the Districts must be incurred in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law. The Maximum Debt Authorization is supported by the Financial Plan prepared by D.A. Davidson & Co., attached hereto as Exhibit F. The Project Developer has provided valuation and absorption data it believes to be market based and market comparable. The Financial Plan attached to this Service Plan satisfies the requirements of Section 19-1-20(i). of the Town Code.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is incurred. In the event of a default, the proposed maximum interest rate on any Debt is not permitted to exceed twelve percent (12%). The proposed maximum underwriting discount will be three percent (3%). Debt, when incurred, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Mill Levies.

A District may impose a "Debt Mill Levy" upon taxable property within such District for payment of Public Improvements, including Debt incurred and other obligations incurred to pay the costs of Public Improvements. The Districts are authorized to promise to impose the Debt Mill Levy for a period not to exceed the Maximum Debt Mill Levy Imposition Term, and revenues derived from the Debt Mill Levy may be pledged to defray Debt. The Debt Mill Levy may not exceed thirty-four (34) mills. However, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement, then the mill levy limitation applicable to such Debt may be increased

or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

An "Operations and Maintenance Mill Levy" may be imposed upon the taxable property within the Districts for payment of administration, operations, and maintenance costs. The Districts are prohibited from imposing an Operations and Maintenance Mill Levy for purposes of generating revenue to fund Public Improvements or for defraying Debt. The Districts are prohibited from promising to impose an Operations and Maintenance Mill Levy, except that the Districts may, to the extent of authorization under TABOR, promise to impose an Operations and Maintenance Mill Levy in connection with a Debt covenant to fund basic District administrative, operations, and maintenance costs. Revenues derived from the Operations and Maintenance Mill Levy may not be pledged. The Operations and Maintenance Mill Levy shall not exceed thirty-nine (39) mills. However, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement, then the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

The Maximum Aggregate Mill Levy shall be the maximum mill levy the District or any combination of Districts is permitted to impose upon taxable property for any purpose, including payment of Debt, capital improvements costs, administration, operations, and maintenance costs. The Maximum Aggregate Mill Levy is thirty-nine (39) mills. However, if, on or after January 1, 2015, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, then the preceding mill levy limitations may be increased or decreased to reflect such changes, with such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation. By way of example, if a District has imposed a Debt Mill Levy of 30 mills, the maximum Operations and Maintenance Mill Levy that it can simultaneously impose is 9 mills.

D. Maximum Debt Mill Levy Imposition Term.

No District or combination of Districts shall have any authority to impose or collect a Debt Mill Levy on any single property for a period greater than thirty (30) years after the year of the initial imposition of a Debt Mill Levy; this restriction is referred to as the Maximum Mill Levy Imposition Term. The Maximum Mill Levy Imposition Term begins to run

on the earlier of (i) the first year the Debt Mill Levy is collected and (ii) five years after the year in which the first building permit for a residential, commercial or industrial building is issued for property within the District. As an example of (ii), if the first building permit in District No. 2 is issued in 2018, then District No. 2 should impose its Debt Mill Levy no later than tax year 2023 (which mill levy would be first collected in 2024). In the event a District fails to impose a Debt Mill Levy within this five-year time period, the Maximum Debt Mill Levy Imposition Period shall be reduced a year for each year that the imposition of the mill levy is delayed. Put another way, a District has a five year window from the initial building permit within which to impose a full 30-year Debt Mill Levy. In structuring Debt, Districts shall be mindful that this primary revenue source for repayment shall expire at the end of this thirty-year term. The Maximum Public Improvement Mill Levy Imposition Term may be altered only upon approval by the Town pursuant to a separate written intergovernmental agreement, and only upon a finding by the Town of extraordinary burdens to the Districts or extraordinary benefits to be conferred upon the Town by the Districts.

E. Sources of Funds.

As discussed in more detail above, the Districts may impose mill levies on taxable property within their boundaries as a primary source of revenue for repayment of debt service, capital improvements, administrative expenses and operations, and maintenance, to the extent operations and maintenance functions are specifically addressed in this Service Plan. The Districts may also rely upon various other revenue sources authorized by law, including loans from the Project Developer. At the Districts' discretion, they may assess Fees that are reasonably related to the costs of operating and maintaining District services and facilities. Fees, other than Capital Improvement Fees, shall not be imposed for the purpose of paying for Public Improvements or defraying Debt unless specifically permitted by the Town Board, and any such permission shall not constitute a material modification of this Service Plan. The Districts are permitted to pledge revenues from the Capital Improvements Fee to the payment of Debt.

F. Security for Debt.

The Districts do not have the authority and shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the Districts in the payment of any such obligation or performance of any other obligation.

G. Debt Instrument Disclosure Requirement.

In the text of each bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, the Project Developer.

H. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the applicable Districts' Board.

I. Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be \$100,000, which will be eligible for reimbursement from Debt proceeds or other legally available revenues.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be operated and maintained. The first year's operating budget is estimated to be \$150,000. Ongoing administration, operations, and maintenance costs may be paid from property taxes and other revenues.

J. Elections.

The Districts will call an election on the questions of organizing the Districts, electing the initial Boards, and setting in place financial authorizations as required by TABOR. The election will be conducted as required by law.

K. Subdistricts.

The Districts may organize subdistricts or areas as authorized by Section 32-1-1101(1)(f), C.R.S., provided, however, that without the specific approval of the Town, any such subdistrict(s) or area(s) shall be subject to all limitations on Debt, taxes, Fees, and other provisions of this Service Plan. Neither the Debt Mill Levy, the Operations and Maintenance Mill Levy, nor any Debt limit shall be increased as a result of creation of a subdistrict. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the Districts shall notify the Town prior to establishing any such subdistrict(s) or area(s), and shall provide the Town with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The Town Board may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of this Service Plan.

L. Special Improvement Districts.

The Districts are not authorized to establish a special improvement district without the prior approval of the Town Board.

M. Restrictions on Districts Controlled by End User Boards.

This Service Plan's limitations on the Debt Mill Levy, the Operations and Maintenance Mill Levy, the limitation on the use of Fees for Public Improvements, and certain other financial limitations are intended to strike a balance between (i) providing adequate project control and revenue to the Project Developer to facilitate desirable development which will result in demonstrated public benefit and (ii) providing adequate safeguards for protection of residents and taxpayers. When a District Board is composed entirely of End Users, the balance may shift in favor of removing some of the limitations on financial powers. The Town Board may be more inclined to remove financial limitations in scenarios where the District Board wants to add Public Improvements which were not contemplated as part of the Project Developer's master plan for the Project (e.g., 20 years after development a neighborhood wants to renovate and expand the uses of its community center), a District-owned Public Improvement requires significant repairs, maintenance or upgrades and the cost properly rests with the District, or the restructuring of Debt would result in a net present value savings as set forth in Section 11-56-101 et seq., C.R.S. In the event such circumstances are present, the District Board should consider approaching the Town for authorization.

VII. ANNUAL REPORT

A. General. The Districts shall be responsible for submitting an annual report with the Town Clerk not later than September 1st of each year following the year in which the Order and Decree creating the Districts has been issued by the District Court in and for the County of Larimer, Colorado. The Town may waive this requirement in its sole discretion.

B. Reporting of Significant Events.

The annual report shall include the following:

1. A narrative summary of the progress of the Districts in implementing the Service Plan for the report year;
2. The audited financial statements of the Districts for the report year, including a statement of financial condition (*i.e.*, balance sheet) as of December 31 of the report year and the statement of operations (*i.e.*, revenues and expenditures) for the report year, or the District's application for exemption from Audit;
3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the Districts in development of Public Improvements in the report year and the source of funds for the same;
4. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the Districts at the end of the report year, including the amount of outstanding indebtedness, the amount and terms of any new District indebtedness or long-term obligations incurred in the report year, the amount of payment or retirement of existing indebtedness of the Districts in the report year, the total assessed valuation of all taxable properties within the Districts as of January 1st of the report year and the current mill levy of the Districts pledged to debt retirement in the report year; and

5. Copies of developer Reimbursement Agreements or amendments thereto made in the applicable year.

6. Copies of documentation establishing compliance with Section V.A.14 (Restrictions on Developer Reimbursements).

7. Any other information deemed relevant by the Town Manager.

Districts which are subject to a current resolution of inactive status pursuant to Section 32-1-104, C.R.S., may disregard these annual reporting requirements to the extent the requirements are not applicable.

In the event the annual report is not timely received by the Town Clerk or is not fully responsive, notice of such default may be given to the Board of such District, at its last known address. The failure of the Districts to file the annual report within forty-five (45) days of the mailing of such default notice by the Town Clerk may constitute a material modification, at the discretion of the Town Board.

VIII. DISSOLUTION

Upon a determination of the Town Board that the purposes for which the Districts were created have been accomplished, the Districts agree to file a petition in the District Court in and for the County of Larimer, Colorado, for dissolution, in accordance with the provisions of the Special District Act. In no event shall dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding Debt and other financial obligations as required pursuant to State statutes. If the Districts are responsible for ongoing operations and maintenance functions under this Service Plan ("Long Term District Obligations"), the Districts shall not be obligated to dissolve upon any such Town Board determination, subject to the Districts' requirement to obtain the Town's continuing approvals under Section V.A. However, should the Long Term District Obligations be undertaken by the Town or other governmental entity, or should the Districts no longer be obligated to perform the Long Term District Obligations, the Districts agree to commence dissolution proceedings as set forth above.

IX. INTERGOVERNMENTAL AND EXTRATERRITORIAL AGREEMENTS

All intergovernmental agreements must be for purposes, facilities, services or agreements lawfully authorized to be provided by the Districts, pursuant to the State Constitution, Article XIV, Section 18(2)(a) and Sections 29-1-201, et seq., C.R.S. To the extent practicable, the Districts may enter into additional intergovernmental and private agreements to better ensure long-term provision of the Public Improvements identified herein or for other lawful purposes of the Districts. Agreements may also be executed with property owner associations and other service providers. It is expected that the Districts will enter into an Operations Agreement that will describe the obligation of the Coordinating District to furnish operations, coordination of financing, coordination of construction and/or acceptance of improvements, covenant enforcement and design review services, and administrative and statutory compliance functions on behalf of the Districts generally. The Operations Agreement is expected to require funding from the Districts through the imposition of a property tax mill levy not to exceed the Maximum

Aggregate Mill Levy. It is also expected that the Districts will enter into agreements among themselves providing for the pledge of revenues to the payment of Debt that is authorized to be incurred by the Districts hereunder.

No later than two weeks after their organizational meetings, the Districts and the Town shall enter into a Service Plan Intergovernmental Agreement in substantially the form attached hereto as Exhibit G.

No other agreements are required, or known at the time of formation of the Districts to likely be required, to fulfill the purposes of the Districts. Execution of intergovernmental agreements or agreements for extraterritorial services (e.g. outside of the Service Area) by the Districts that are not described in this Service Plan shall require the prior approval of the Town Manager, which approval shall not constitute a material modification hereof.

X. MATERIAL MODIFICATIONS

Material modifications to this Service Plan may be made only in accordance with Section 32-1-207, C.R.S. No modification shall be required for an action of the Districts which do not materially depart from the provisions of this Service Plan. The Districts may request from the Town Manager (or his or her designee) a determination as to whether the Town believes any particular action constitutes a material departure from the Service Plan, and the Districts may rely on the Town Manager's written determination with respect thereto; provided that the Districts acknowledge that the Town Manager's determination as aforesaid will be binding only upon the Town, and will not be binding upon any other party entitled to enforce the provisions of the Service Plan as provided in Section 32-1-207, C.R.S., except as otherwise expressly provided herein. Such other parties shall be deemed to have constructive notice of the provisions of this Service Plan concerning changes, departures or modifications which may be approved by the Town in procedures described herein and not provided in Section 32-1-207, C.R.S., and, to the extent permitted by law, are deemed to be bound by the terms hereof.

XI. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;
2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

XII. ORDINANCE OF APPROVAL

The Districts agree to incorporate the Town Board's ordinance of approval, including any conditions on any such approval, into the Service Plan presented to the District Court in and for the County of Larimer, Colorado.

EXHIBIT A

Legal Descriptions

EXHIBIT A

PROJECT AREA BOUNDARY NO. 1

A PARCEL OF LAND SITUATE IN SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINDSOR, COUNTY OF LARIMER, STATE OF COLORADO; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 15 WHENCE THE EAST SIXTEENTH CORNER BEARS S00°44'25"W A DISTANCE OF 2982.80 FEET AND CONSIDERING ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE ON SAID LINE S00°44'25"W A DISTANCE OF 126.06 FEET;
THENCE S50°56'49"W A DISTANCE OF 174.53 FEET; TO THE **POINT OF BEGINNING**;
THENCE S41°38'21"E A DISTANCE OF 100.00 FEET;
THENCE S48°21'39"W A DISTANCE OF 217.80 FEET;
THENCE N41°38'21"W A DISTANCE OF 100.00 FEET;
THENCE N48°21'39"E A DISTANCE OF 217.80 FEET TO THE **POINT OF BEGINNING**

SAID PARCEL CONTAINS 0.50 ACRES (21,780 SQUARE FEET) MORE OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

EXHIBIT B-2
DATE: JANUARY 2018
JOB NO. 760.0063.00

TST TST, INC. CONSULTING ENGINEERS

748 Wholera Way, Suite 200
Fort Collins, Colorado
Phone: 970.226.0557
Fax: 970.226.0204

EXHIBIT A

PROJECT AREA BOUNDARY NO. 2

A PARCEL OF LAND SITUATE IN SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINDSOR, COUNTY OF LARIMER, STATE OF COLORADO; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15 WHENCE THE SOUTHEAST CORNER BEARS S00°36'50"W A DISTANCE OF 2617.02 FEET AND CONSIDERING ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE N87°02'23"W A DISTANCE OF 54.55 FEET TO THE **POINT OF BEGINNING**;
THENCE S0°36'50"W A DISTANCE OF 1944.54 FEET;
THENCE N87°26'35"W A DISTANCE OF 439.99 FEET;
THENCE S15°28'25"W A DISTANCE OF 70.30 FEET;
THENCE S89°37'45"W A DISTANCE OF 811.55 FEET;
THENCE N0°44'25"E A DISTANCE OF 1937.28 FEET;
THENCE N50°56'49"E A DISTANCE OF 188.21 FEET;
THENCE S87°02'23"E A DISTANCE OF 1120.99 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 58.15 ACRES (2,532,949 SQUARE FEET) MORE OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

EXHIBIT B-3
DATE: JANUARY 2018
JOB NO. 760.0063.00

TST TST, INC. CONSULTING ENGINEERS

748 Whalers Way, Suite 200
Fort Collins, Colorado
Phone: 970.226.0557
Fax: 970.226.0204

EXHIBIT A

PROJECT AREA BOUNDARY NO. 3

A PARCEL OF LAND SITUATE IN SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINDSOR, COUNTY OF LARIMER, STATE OF COLORADO; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 15 WHENCE THE EAST SIXTEENTH CORNER BEARS S00°44'25"W A DISTANCE OF 2982.80 FEET AND CONSIDERING ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE ON SAID LINE S00°44'25"W A DISTANCE OF 126.06 FEET TO THE **POINT OF BEGINNING**;
THENCE S0°44'25"W A DISTANCE OF 2491.54 FEET;
THENCE S89°41'00"W A DISTANCE OF 193.68 FEET;
THENCE N0°19'00"W A DISTANCE OF 251.74 FEET;
THENCE N89°51'29"W A DISTANCE OF 239.62 FEET;
THENCE N89°04'32"W A DISTANCE OF 130.01 FEET;
THENCE S89°57'15"W A DISTANCE OF 193.62 FEET;
THENCE S0°02'45"E A DISTANCE OF 135.14 FEET;
THENCE N89°51'29"W A DISTANCE OF 97.78 FEET;
THENCE S0°00'14"W A DISTANCE OF 48.13 FEET;
THENCE S89°49'34"W A DISTANCE OF 49.36 FEET;
THENCE S89°41'00"W A DISTANCE OF 50.00 FEET;
THENCE N16°07'00"W A DISTANCE OF 1085.40 FEET;
THENCE N0°11'46"E A DISTANCE OF 226.58 FEET;
THENCE N71°48'11"E A DISTANCE OF 8.86 FEET;
THENCE N57°38'33"E A DISTANCE OF 54.28 FEET;
THENCE N57°46'45"E A DISTANCE OF 305.51 FEET;
THENCE N45°05'20"E A DISTANCE OF 193.50 FEET;
THENCE N36°34'06"E A DISTANCE OF 419.03 FEET;
THENCE N57°32'47"E A DISTANCE OF 133.00 FEET;
THENCE N48°21'39"E A DISTANCE OF 456.11 FEET TO POINT A;
THENCE N50°56'49"E A DISTANCE OF 174.53 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT POINT A

THENCE S41°38'21"E A DISTANCE OF 100.00 FEET;
THENCE S48°21'39"W A DISTANCE OF 217.80 FEET;
THENCE N41°38'21"W A DISTANCE OF 100.00 FEET;
THENCE N48°21'39"E A DISTANCE OF 217.80 FEET TO POINT A.

SAID PARCEL CONTAINS 47.00 ACRES (2,047,390 SQUARE FEET) MORE OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

EXHIBIT B-2
DATE: JANUARY 2018
JOB NO. 760.0063.00

TST TST, INC. CONSULTING ENGINEERS

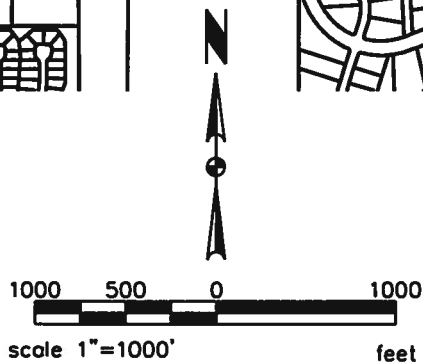
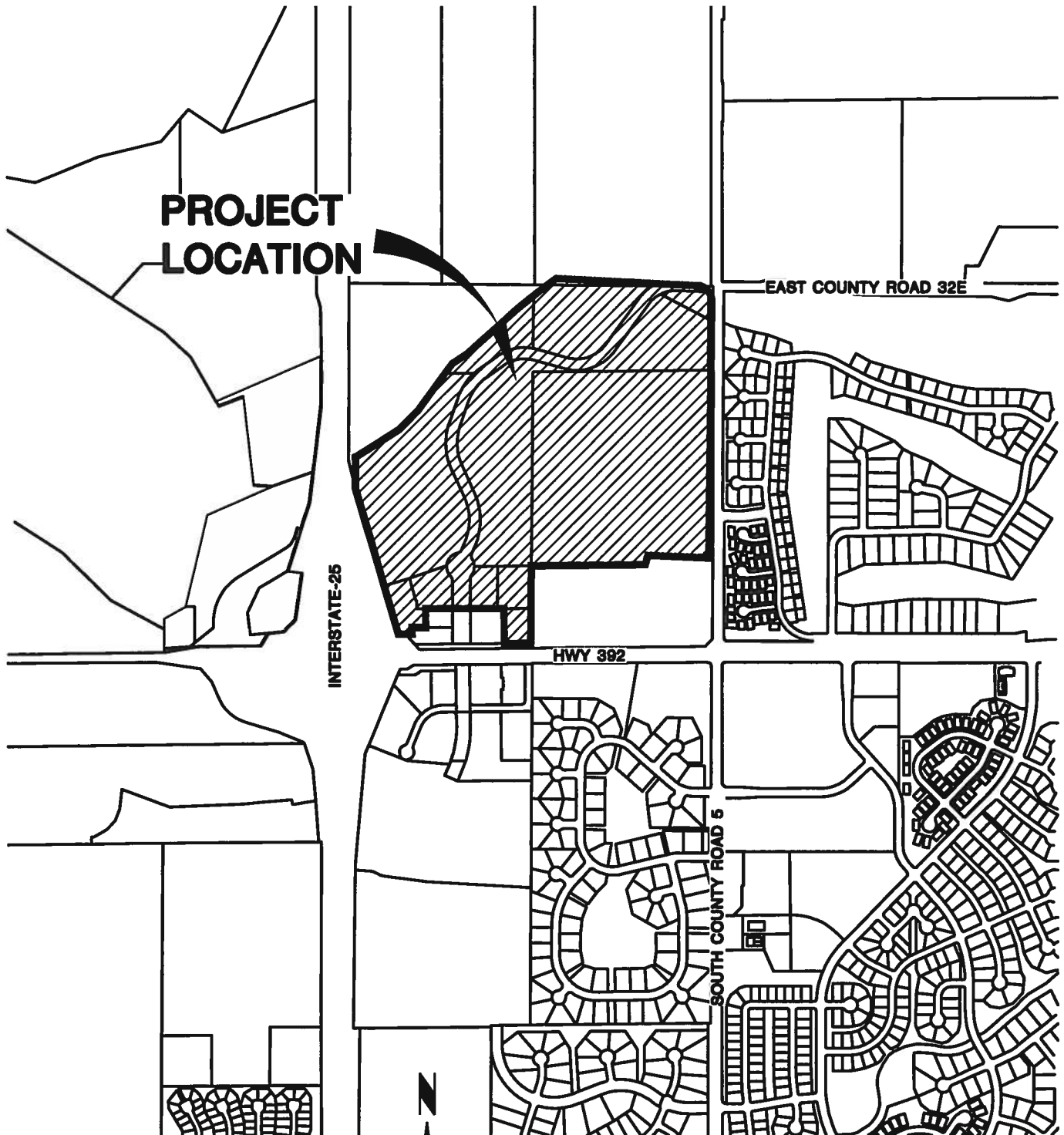
748 Whalers Way, Suite 200
Fort Collins, Colorado
Phone: 970.228.0557
Fax: 970.228.0204

EXHIBIT B

Vicinity Map

PTARMIGAN WEST METROPOLITAN DISTRICTS 1-3

WINDSOR, COLORADO



WINDSOR, CO
DATE: JANUARY 2018
JOB NO. 0760.0062.00
SHEET 1 OF 1

TST TST, INC. CONSULTING ENGINEERS

748 Whalers Way, Suite 200
Fort Collins, Colorado
Phone: 970.226.0557
Fax: 970.226.0204

EXHIBIT C

District Boundary Maps

PTARMIGAN WEST METROPOLITAN DISTRICTS 1-3
WINDSOR, COLORADO

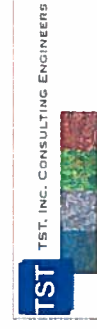
OVERALL BOUNDARY MAP

EXHIBIT C

MAP OF BOUNDARIES

PTARMIGAN WEST
METROPOLITAN DISTRICT

DISTRICTS	DISTRICT ACREAGE
DISTRICT 1	0.50 AC.
DISTRICT 2 (RESIDENTIAL)	58.15 AC.
DISTRICT 3 (COMMERCIAL)	47.00 AC.



PREPARED BY:
TST, INC. CONSULTING ENGINEERS
 748 Whalers Way, Suite 200
 Fort Collins, Colorado
 Phone: 970.226.0557
 Fax: 970.226.0204
 Job no. 0760.0063.00
 Filename: Metro District Exhibits
 December 7, 2016

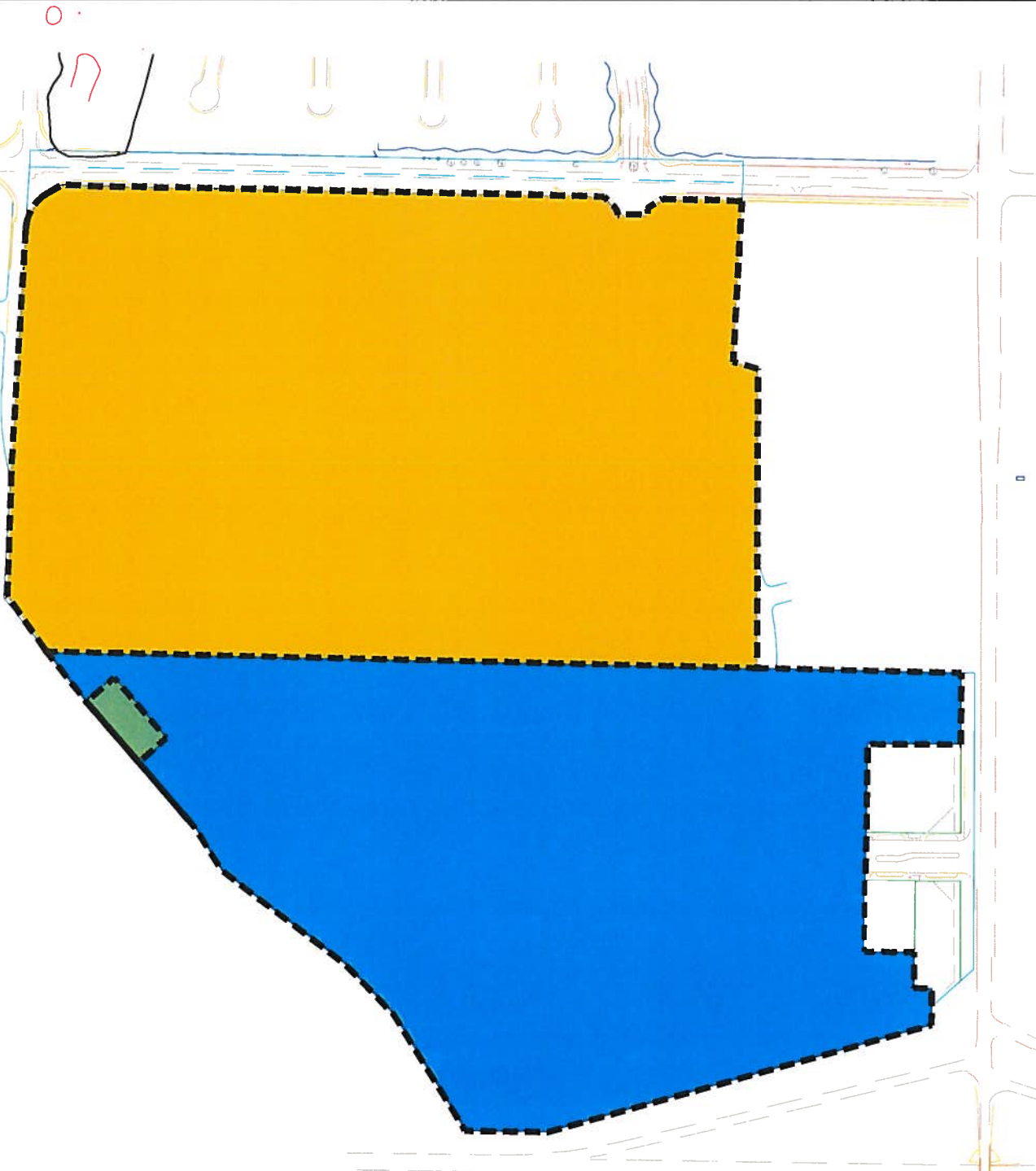
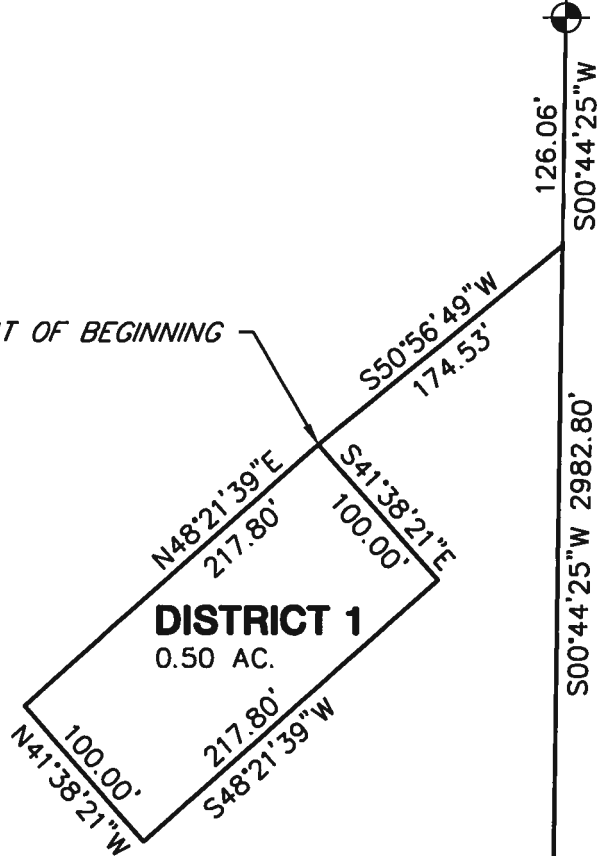


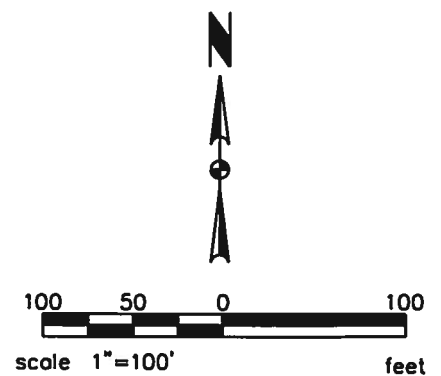
EXHIBIT C

CENTER EAST 1/16 CORNER SEC.
15, T6N, R68W FD. #6 REBAR
WITH 2 1/2" ALUMINUM CAP
STAMPED LS 31169

POINT OF BEGINNING



EAST 1/16 CORNER SEC. 15, T6N, R67W
#6 REBAR WITH 2 1/2" ALUMINUM CAP
STAMPED LS 31169



PTARMIGAN WEST DISTRICT NO. 1
DATE: JANUARY 2018
JOB NO. 0760.0063.00

TST TST, INC. CONSULTING ENGINEERS

748 Whalers Way, Suite 200
Fort Collins, Colorado
Phone: 970.226.0557
Fax: 970.226.0204

EXHIBIT C

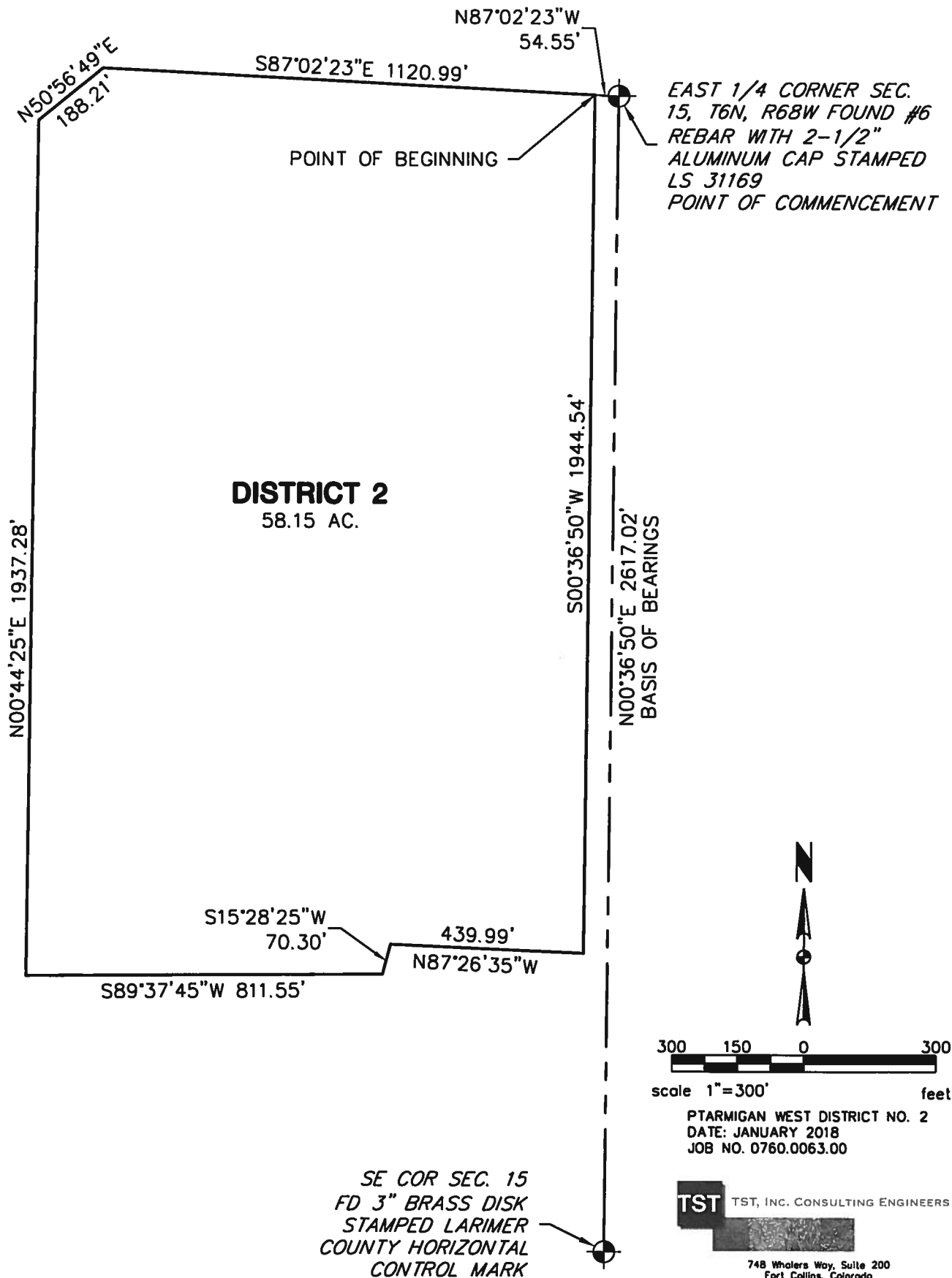


EXHIBIT C

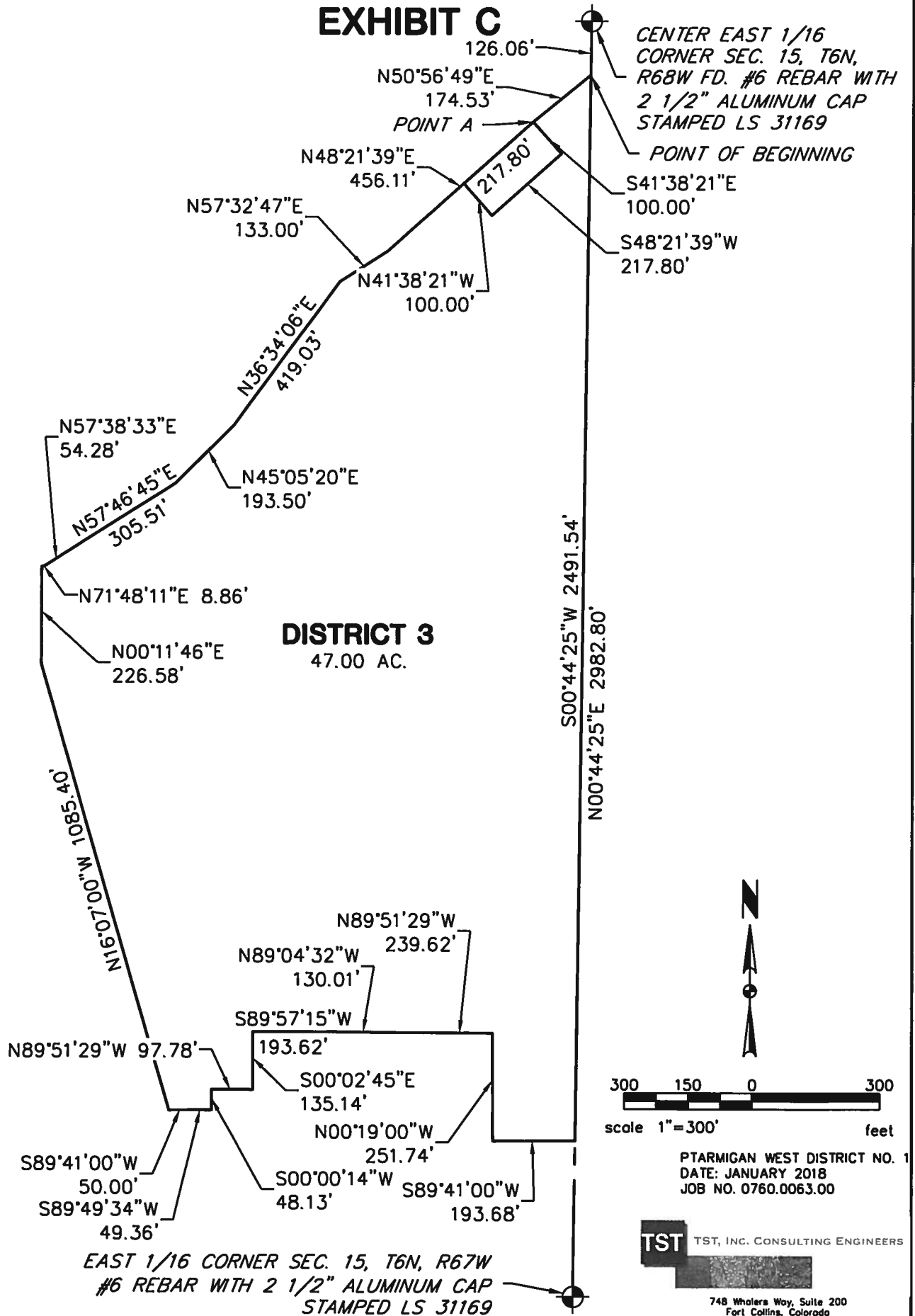


EXHIBIT D

Preliminary Infrastructure Plan

TST

TST, INC. CONSULTING ENGINEERS



CONCEPTUAL OPINION OF COST

PROJECT:		JOB NO.		DATE:	BY:
Ptarmigan West Districts 1-3 Service Plan		0760.0063.00		1/8/2018	JAZ
No.	Item	Quantity	Units	Unit Cost	Total
DISTRICT 2 (RESIDENTIAL)					
	*MISCELLANEOUS/GRADING				\$2,152,327
	SANITARY SEWER				\$554,840
	WATER DISTRIBUTION SYSTEM				\$307,824
	STORM SYSTEM				\$372,637
	STREET				\$6,866,002
	LANDSCAPING				\$916,802
Additional Costs					
				Total Cost District 2	\$11,170,431
				Contingency (20% of Costs)	\$2,234,086
				Engineering / Survey / C. M. (15% of Costs)	\$1,675,565
Total District 2 Infrastructure Cost					
					\$15,080,082
DISTRICT 3 (COMMERCIAL)					
	*MISCELLANEOUS/GRADING				\$964,620
	SANITARY SEWER				\$140,675
	WATER DISTRIBUTION SYSTEM				\$29,178
	STORM SYSTEM				\$416,550
	STREET				\$2,335,747

LANDSCAPING		\$942,482
Additional Costs		
Total Cost District 3		\$4,829,252
Contingency (20% of Costs)		\$965,850
Engineering / Survey / C. M. (15% of Costs)		\$724,388
Total District 3 Infrastructure Cost		
		\$6,519,490
Total Infrastructure Cost		
		\$21,599,572
This is a conceptual opinion of cost and supplied only as a guide. TST is not responsible for fluctuation in costs of material, labor or unforeseen contingencies.		
* "Miscellaneous/Grading" includes mobilization, construction staking, material testing, dewatering, grading/earthwork and erosion control for both Districts 2 and 3. In addition to these items District 2 also includes the sound wall along the west side of County Road 5.		

EXHIBIT E

Map Depicting Public Improvements

PTARMIGAN WEST METROPOLITAN DISTRICTS 1-3 WINDSOR, COLORADO

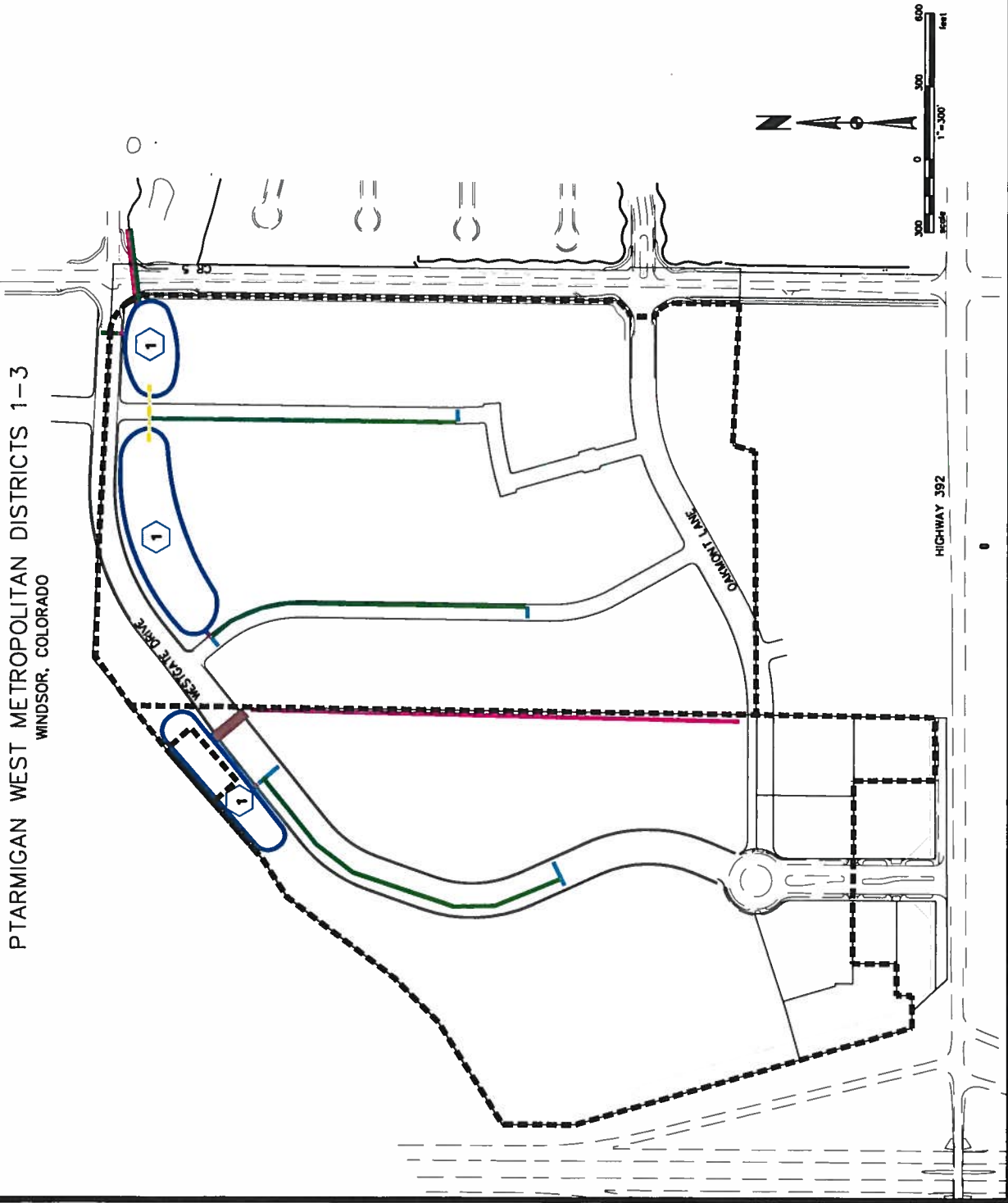


EXHIBIT ST-1

MAP OF DISTRICT STORM MAIN LINE

PTARMIGAN WEST
METROPOLITAN DISTRICT

LEGEND

DISTRICT BOUNDARY

18" STORM
24" STORM
36" STORM
42" STORM
72" STORM



REGIONAL
DETENTION POND

UTILITIES SHOWN ARE MAIN LINES ONLY
SMALLER EXTENSIONS ARE NOT SHOWN



PREPARED BY:

TST, INC. CONSULTING ENGINEERS

748 Whalers Way, Suite 200
Fort Collins, Colorado
Phone: 970.226.0557
Fax: 970.226.0204
Job No. 0760.0063.00
Filename: Metro District Exhibits
December 7, 2016

PTARMIGAN WEST METROPOLITAN DISTRICTS 1-3 WINDSOR, COLORADO



EXHIBIT SA-1

MAP OF DISTRICT SANITARY MAIN LINE

PTARMIGAN WEST
METROPOLITAN DISTRICT

LEGEND

- DISTRICT BOUNDARY
- 8" SANITARY
- 16" SANITARY FORCEMAIN
- 15" SANITARY
- 15" EX SANITARY

UTILITIES SHOWN ARE MAIN LINES ONLY
SMALLER EXTENSIONS ARE NOT SHOWN



PREPARED BY:
TST, INC. CONSULTING ENGINEERS
 748 Whalers Way, Suite 200
 Fort Collins, Colorado
 Phone: 970.226.0557
 Fax: 970.226.0204
 Job no. 0760.0063.00
 Filename: Metro District Exhibits
 December 7, 2016

PTARMIGAN WEST METROPOLITAN DISTRICTS 1-3
WINDSOR, COLORADO

EXHIBIT W-1

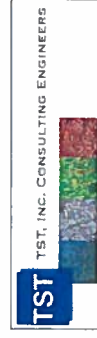
MAP OF DISTRICT WATER MAIN LINE

PTARMIGAN WEST
METROPOLITAN DISTRICT

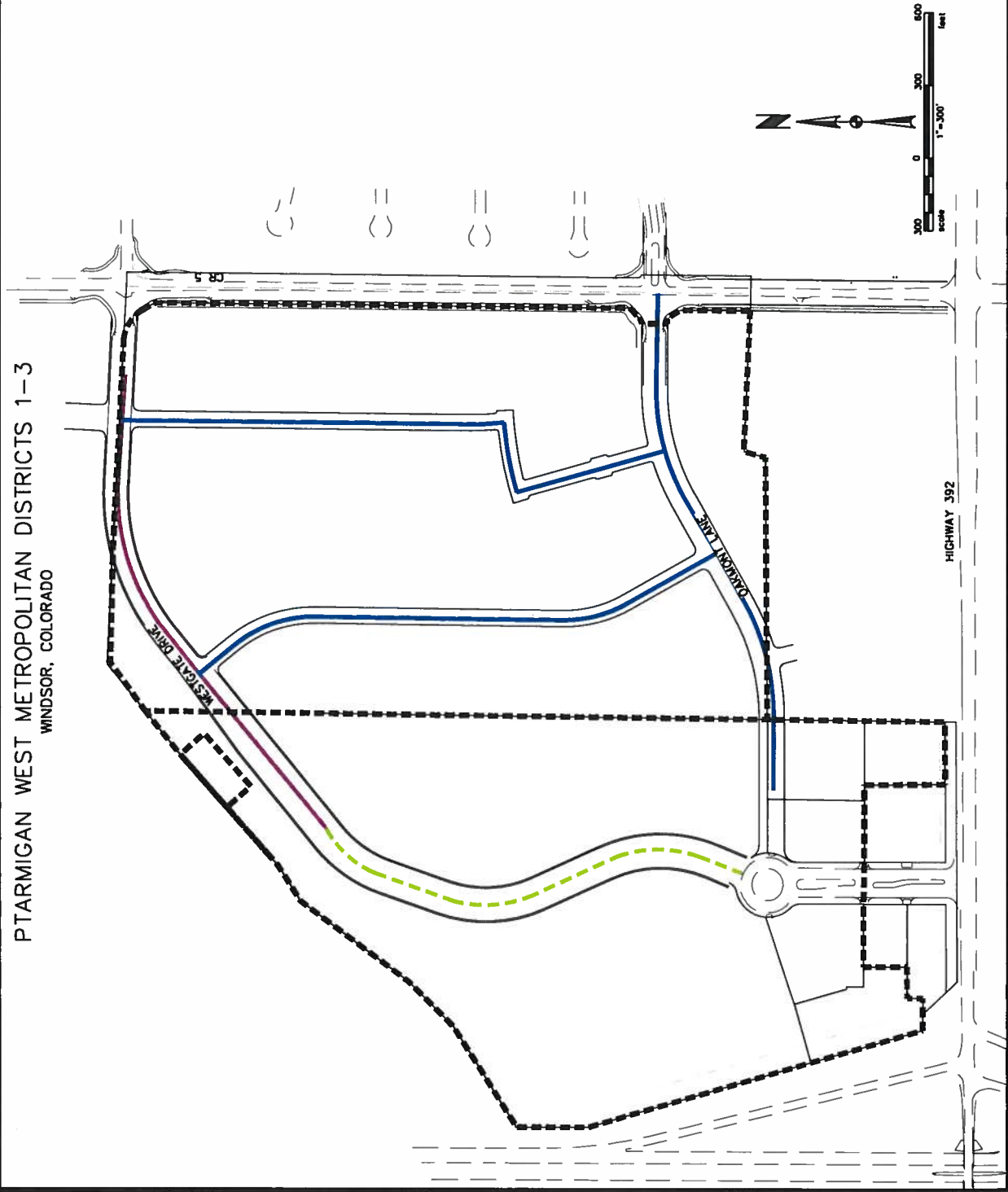
LEGEND

- DISTRICT BOUNDARY
- 8" WATER
- 12" WATER
- 12" EX WATER

UTILITIES SHOWN ARE MAIN LINES ONLY
SMALLER EXTENSIONS ARE NOT SHOWN



PREPARED BY:
TST, INC. CONSULTING ENGINEERS
748 Whalers Way, Suite 200
Fort Collins, Colorado
Phone: 970.226.0557
Fax: 970.226.0204
Job no. 0760.0063.00
Filename: Metro District Exhibits
December 7, 2016



PTARMIGAN WEST METROPOLITAN DISTRICTS 1-3 WINDSOR, COLORADO

EXHIBIT S-1

MAP OF DISTRICT STREET SYSTEMS

PTARMIGAN WEST
METROPOLITAN DISTRICT

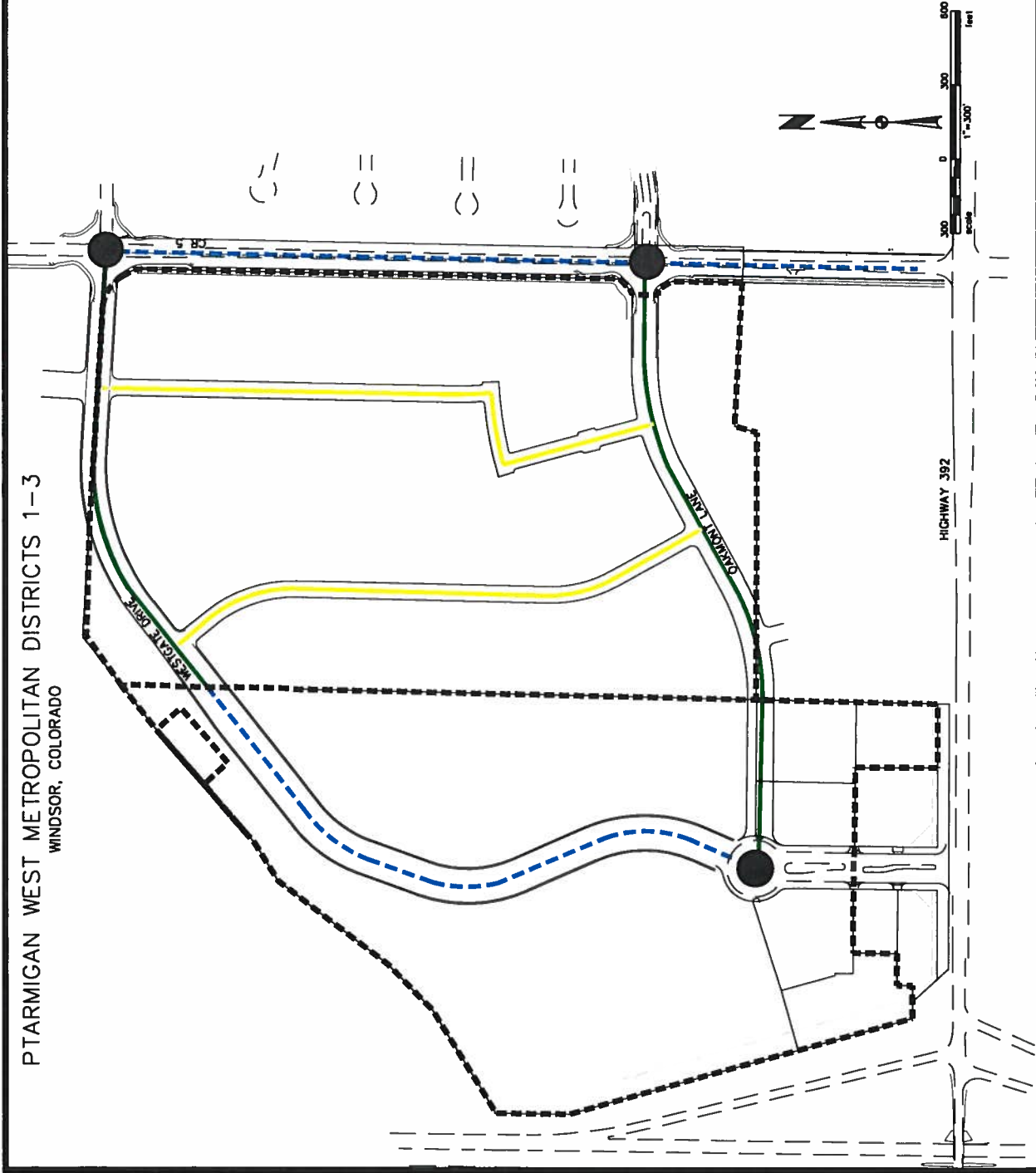
LEGEND

- DISTRICT BOUNDARY
- URBAN LOCAL
- MAJOR COLLECTOR
- MINOR ARTERIAL

PROPOSED ROUNDABOUT



PREPARED BY:
TST, INC. CONSULTING ENGINEERS
 748 Whalers Way, Suite 200
 Fort Collins, Colorado
 Phone: 970.226.0557
 Fax: 970.226.0204
 Job no. 0760.0063.00
 Filename: Metro District Exhibits
 December 7, 2016



PTARMIGAN WEST METROPOLITAN DISTRICTS 1-3 WINDSOR, COLORADO



EXHIBIT PT-1

MAP OF DISTRICT PARKS & TRAILS

PTARMIGAN WEST
METROPOLITAN DISTRICT

LEGEND

- DISTRICT BOUNDARY
- SOUND WALL
- 10' TRAIL

PARKS & OPEN SPACES



PREPARED BY:
TST, INC. CONSULTING ENGINEERS
 748 Wheelers Way, Suite 200
 Fort Collins, Colorado
 Phone: 970.226.0557
 Fax: 970.226.0204
 Job #: 0760.0063.00
 Filename: Metro District Exhibits
 December 7, 2016

EXHIBIT F

Financial Plan

January 31, 2018

Ptarmigan Metropolitan District Nos. 1-3
c/o Robert G. Rogers
White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

RE: Proposed Ptarmigan Metropolitan District Nos. 1-3

We have analyzed the bonding capacity for the proposed Ptarmigan Metropolitan District Nos. 1-3 (“the Districts”). The analysis presented summarizes and presents information provided by JBT Properties (“the Developer”) and does not include independently verifying the accuracy of the information or assumptions.

Residential Development Assumptions

The following assumptions have been provided by the Developer and form the basis of the residential analysis.

1. The development is comprised of 291 residential units (116 single family homes and 175 townhomes). The single family homes are projected to be completed at a pace of 30 in 2019, 30 in 2020, 30 in 2021, and 26 in 2022. The average home price is modeled at \$550,000 for single family homes in 2019 dollars. This price is modeled with a 2% annual inflation rate going forward. The townhomes are projected to be completed at a pace of 30 in 2019, 30 in 2020, 30 in 2021, 30 in 2022, 30 in 2023, and 25 in 2024. The average home price is modeled at \$375,000 for townhomes in 2019 dollars. This price is modeled with a 2% annual inflation rate going forward.
2. The residential debt service mill levy target is 34 mills (with a cap of 34 mills for debt). The debt service mill levy cap is gallagherized from January 1, 2015, allowing the debt service cap to adjust up to 37.588 mills. Operations will be funded from 5 additional mills (gallagherized to 5.527 mills) imposed by the district for a total anticipated levy of 43.115 mills including debt service.

Commercial Development Assumptions

The following assumptions have been provided by the Developer and form the basis of the residential analysis.

1. The development is comprised of 450,000 square feet of retail and commercial space. The retail/commercial square footage are projected to be completed at a pace of 112,500 square feet in 2022, 112,500 square feet in 2023, 112,500 square feet in 2024, and 112,500 square feet in 2025. The average market value per square foot is modeled at \$250.00 for commercial/retail space in 2019 dollars. This price is modeled with a 2% annual inflation rate going forward.

2. The commercial debt service mill levy target is 34 mills (with a cap of 34 mills for debt). Operations will be funded from 5 additional mills imposed by the district for a total anticipated levy of 39 mills including debt service.

Estimate of Potential Residential Bonding Capacity

1. It is estimated that the district may issue a senior bond in December, 2024 with a par amount of \$5,715,000 and a subordinate bond in the amount of \$2,763,000. The senior bond is modeled to carry an interest rate of 4.0% and the subordinate bond is modeled at a 7.0% interest rate, both based on 30-year debt. At issuance, it is projected that the District will fund costs of issuance for both series of bonds with bond proceeds. The remaining \$8,223,660 is projected to reimburse the Developer for eligible expenses.
2. Specific Ownership Tax revenues have been calculated based on applying a factor of 6.0% to annual property tax revenues (on both the Debt Service and Operations levies).
3. It is projected that 98% of property taxes levied will be collected and available to the District (for both the Debt Service and Operations levies).
4. It is projected that there will be a 2% biennial inflation rate on assessments. The bonding capacity could be higher if the rate of assessment inflation is greater or conversely lower if the inflation rate is below 2%.

Estimate of Potential Commercial Bonding Capacity

1. It is estimated that the district may issue a senior bond in December, 2025 with a par amount of \$16,522,000. The senior bond is modeled to carry an interest rate of 4.0%, based on 30-year debt. At issuance, it is projected that the District will fund costs of issuance with bond proceeds. The remaining \$16,026,340 is projected to reimburse the Developer for eligible expenses.
2. Specific Ownership Tax revenues have been calculated based on applying a factor of 6.0% to annual property tax revenues (on both the Debt Service and Operations levies).
3. It is projected that 98% of property taxes levied will be collected and available to the District (for both the Debt Service and Operations levies).
4. It is projected that there will be a 2% biennial inflation rate on assessments. The bonding capacity could be higher if the rate of assessment inflation is greater or conversely lower if the inflation rate is below 2%.

The assumptions disclosed in the Financial Plan are those of the Developer and have not been independently reviewed by D.A. Davidson. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions — like those relating to market values of real property improvements and the build out schedule of such property — are particularly sensitive in terms of the timing necessary to create the tax base for the District. A small variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability that the forecasted results will differ from realized future tax base factors and such variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios,

interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because D.A. Davidson has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results presented here. D.A. Davidson has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

Respectfully submitted,

D.A. DAVIDSON & CO. FIXED INCOME CAPITAL MARKETS

A handwritten signature in black ink, appearing to read 'Zach Bishop', with a stylized flourish at the end.

Zachary Bishop
Managing Director, Public Finance

PTARMIGAN METROPOLITAN DISTRICT NO. 2

RESIDENTIAL DISTRICT FINANCIAL PLAN

PTARMIGAN METROPOLITAN DISTRICT #2 (Res'l)
Development Projection at 37.588 (target) Mills for Debt Service
Series 2024A, G.O. Bonds, Non-Rated, 130x @ Cap. 30-yr. Maturity; plus Series 2024B Cash-Flow Subs.

YEAR	Total Res'l Units	Mkt Value Reass's'mt @ 6.0%	Cumulative Market Value	As'ed Value @ 7.20% (2-yr lag)	Cumulative Market Value	As'ed Value @ 29.00% (2-yr lag)	Total Assessed Value	D/S Mill Levy* [37.588 Target] [37.588 Cap]	D/S Mill Levy Collections @ 98%	District S.O. Taxes Collected @ 6%	Total Available Revenue
2018	0	0	0	0	2,775,000	0	0	37,588	357,861	21,460	379,120
2019	60	0	27,750,000	0	2,775,000	0	0	37,588	395,957	23,757	419,714
2020	60	1,865,000	57,720,000	0	2,775,000	804,750	804,750	37,588	395,957	23,757	419,714
2021	60	86,591,100	1,998,000	1,998,000	2,555,000	804,750	2,802,750	37,588	419,714	25,183	444,897
2022	56	5,195,466	118,900,430	4,155,840	1,125,000	804,750	4,960,590	37,588	419,714	25,183	444,897
2023	30	131,077,792	6,234,559	937,500	937,500	740,950	6,975,509	37,588	444,897	26,694	471,591
2024	25	7,864,668	149,293,217	8,560,831	0	326,250	8,887,081	37,588	471,591	28,295	499,886
2025	0	8,957,593	158,250,810	10,749,112	0	271,875	9,709,476	37,588	499,886	29,993	529,880
2026	0	9,495,049	167,745,859	11,394,058	0	0	10,749,112	37,588	529,880	31,793	561,672
2027	0	10,064,752	177,810,610	12,077,702	0	0	12,077,702	37,588	561,672	33,700	595,373
2028	0	10,668,637	188,479,247	12,802,364	0	0	12,802,364	37,588	595,373	35,722	631,095
2029	0	11,308,755	199,788,002	13,570,506	0	0	13,570,506	37,588	631,095	37,866	668,961
2030	0	11,987,280	211,775,282	14,384,736	0	0	14,384,736	37,588	668,961	40,138	709,098
2031	0	12,706,517	224,481,799	15,247,820	0	0	15,247,820	37,588	709,098	42,546	751,644
2032	0	13,468,908	237,950,707	16,162,690	0	0	16,162,690	37,588	751,644	45,099	796,743
2033	0	14,277,042	252,227,749	17,132,451	0	0	17,132,451	37,588	796,743	47,805	844,548
2034	0	15,133,665	267,361,414	18,160,398	0	0	18,160,398	37,588	844,548	50,673	895,220
2035	0	16,041,685	283,403,099	19,250,022	0	0	19,250,022	37,588	895,220	53,713	948,934
2036	0	17,004,186	300,407,285	20,405,023	0	0	20,405,023	37,588			
2037	0	18,024,437	318,431,722	21,629,325	0	0	21,629,325	37,588			
2038	0	19,105,903	337,537,625	22,927,084	0	0	22,927,084	37,588			
2039	0	20,252,258	357,789,883	24,302,709	0	0	24,302,709	37,588			
2040	291	223,221,799							17,895,000	1,073,700	18,968,700

* Gallagherized from 34 mills

PTARMIGAN METROPOLITAN DISTRICT #2 (Res'1)

Development Projection at 37,588 (target) Mills for Debt Service

Series 2024A, G.O. Bonds, Non-Rated, 130x @ Cap. 30-yr. Maturity; plus Series 2024B Cash-Flow Subs.

YEAR	Net Available for Debt Svc	Ser. 2024 \$5,715,000 Par [Net \$5,544 MM] Net Debt Service	Annual Surplus	Surplus Release to \$0	Cumulative Surplus \$0 Target	Senior Debt/ Assessed Ratio	Cov. of Net DS: @ 37,588 Target	Cov. of Net DS: @ 37,588 Cap
2018	0				0			
2019	0				0	0%	0.0%	0.0%
2020	0				0	0%	0.0%	0.0%
2021	0				0	0%	0.0%	0.0%
2022	0				0	0%	0.0%	0.0%
2023	0				0	59%	0.0%	0.0%
2024	0	\$0			0	53%	136.1%	136.1%
2025	379,120	278,600	100,520	100,520	100,520	52%	141.5%	141.5%
2026	419,714	296,600	123,114	123,114	123,114	48%	140.5%	140.5%
2027	419,714	298,800	120,914	120,914	120,914	48%	145.5%	145.5%
2028	444,897	305,800	139,097	139,097	139,097	44%	147.1%	147.1%
2029	444,897	302,400	142,497	142,497	142,497	44%	152.6%	152.6%
2030	471,591	309,000	162,591	162,591	162,591	40%	158.1%	158.1%
2031	471,591	310,200	161,391	161,391	161,391	36%	157.8%	157.8%
2032	499,886	316,200	183,686	183,686	183,686	35%	164.5%	164.5%
2033	499,886	316,800	183,086	183,086	183,086	32%	169.2%	169.2%
2034	529,880	322,200	207,680	207,680	207,680	29%	177.6%	177.6%
2035	529,880	322,200	207,680	207,680	207,680	28%	175.7%	175.7%
2036	561,672	332,000	229,672	229,672	229,672	25%	184.5%	184.5%
2037	561,672	331,200	230,472	230,472	230,472	21%	183.0%	183.0%
2038	595,373	335,200	260,173	260,173	260,173	20%	189.9%	189.9%
2039	595,373	338,800	256,573	256,573	256,573	18%	191.7%	191.7%
2040	631,095	342,000	289,095	289,095	289,095	17%	199.4%	199.4%
2041	631,095	344,800	286,295	286,295	286,295	15%	198.8%	198.8%
2042	668,961	352,200	316,761	316,761	316,761	13%	207.5%	207.5%
2043	668,961	349,000	319,961	319,961	319,961	11%	204.7%	204.7%
2044	709,098	355,600	353,498	353,498	353,498	10%	214.4%	214.4%
2045	709,098	356,600	352,498	352,498	352,498	8%	215.1%	215.1%
2046	751,644	362,200	389,444	389,444	389,444	7%	223.0%	223.0%
2047	751,644	367,200	384,444	384,444	384,444	5%	221.4%	221.4%
2048	796,743	371,600	425,143	425,143	425,143	3%	230.5%	230.5%
2049	796,743	370,400	426,343	426,343	426,343	2%	229.8%	229.8%
2050	844,548	378,800	465,748	465,748	465,748	0%	240.1%	240.1%
2051	844,548	381,400	463,148	463,148	463,148			
2052	895,220	388,400	506,820	506,820	506,820			
2053	895,220	389,600	505,620	505,620	505,620			
2054	948,934	395,200	553,734	553,734	553,734			
	18,968,700	10,221,000	8,747,700	8,747,700	8,747,700			

[Adj=118,224kA]



PTARMIGAN METROPOLITAN DISTRICT #2 (Res'')

Development Projection at 37.588 (target) Mills for Debt Service

Series 2024A, G.O. Bonds, Non-Rated, 130x @ Cap. 30-yr. Maturity; plus Series 2024B Cash-Flow Subs.

Cash-Flow Sub. Bonds >>>																			
YEAR	Surplus Available for Sub		Application of Prior Yr. Surplus	Total Available for Sub		Date Bonds Issued	Sub Bond Interest on Balance 7.00%		Less Payments Toward Sub Bond Interest		Accrued Interest + Int. on Bal. @ 7.00%	Less Payments Toward Bond Principal		Balance of Sub Bond Principal		Total Sub. Debt Pmts.	Surplus Cash Flow	Surplus Release	Cum. Surplus
	Debt Service	Sub		Debt Service	Sub		Sub Bond Interest	Sub Bond Interest	Toward Bond Interest	Toward Bond Principal		Sub Bond Principal	Bond Principal						
2018	\$0			0															
2019	0			0															
2020	0			0															
2021	0			0															
2022	0			0															
2023	0			0															
2024	0			0		12/1/24	\$7,522	0	7,522	0	7,522	\$2,763,000	0	2,763,000	0	\$0	\$0	\$0	\$0
2025	100,520	\$0		100,520			193,410	100,520	93,416	0	100,938	0	0	2,763,000	100,520	0	0	0	0
2026	123,114	0		123,114			193,410	123,114	77,361	0	178,299	0	0	2,763,000	123,114	0	0	0	0
2027	120,914	0		120,914			193,410	120,914	84,977	0	263,276	0	0	2,763,000	120,914	0	0	0	0
2028	139,097	0		139,097			193,410	139,097	72,742	0	336,018	0	0	2,763,000	139,097	0	0	0	0
2029	142,497	0		142,497			193,410	142,497	74,434	0	410,452	0	0	2,763,000	142,497	0	0	0	0
2030	162,591	0		162,591			193,410	162,591	59,551	0	470,003	0	0	2,763,000	162,591	0	0	0	0
2031	161,391	0		161,391			193,410	161,391	64,919	0	534,922	0	0	2,763,000	161,391	0	0	0	0
2032	183,686	0		183,686			193,410	183,686	47,168	0	582,090	0	0	2,763,000	183,686	0	0	0	0
2033	183,086	0		183,086			193,410	183,086	51,070	0	633,160	0	0	2,763,000	183,086	0	0	0	0
2034	207,680	0		207,680			193,410	193,410	44,321	14,270	663,212	0	0	2,763,000	207,680	0	0	0	0
2035	207,680	0		207,680			193,410	193,410	46,425	14,270	695,367	0	0	2,763,000	207,680	0	0	0	0
2036	229,672	0		229,672			193,410	193,410	48,676	36,262	707,780	0	0	2,763,000	229,672	0	0	0	0
2037	230,472	0		230,472			193,410	193,410	49,545	37,062	720,263	0	0	2,763,000	230,472	0	0	0	0
2038	260,173	0		260,173			193,410	193,410	50,418	66,763	703,918	0	0	2,763,000	260,173	0	0	0	0
2039	256,573	0		256,573			193,410	193,410	49,274	63,163	690,030	0	0	2,763,000	256,573	0	0	0	0
2040	289,095	0		289,095			193,410	193,410	48,302	95,685	642,647	0	0	2,763,000	289,095	0	0	0	0
2041	286,295	0		286,295			193,410	193,410	44,985	92,885	594,747	0	0	2,763,000	286,295	0	0	0	0
2042	316,761	0		316,761			193,410	193,410	41,632	123,351	513,029	0	0	2,763,000	316,761	0	0	0	0
2043	319,961	0		319,961			193,410	193,410	35,912	126,551	422,390	0	0	2,763,000	319,961	0	0	0	0
2044	353,498	0		353,498			193,410	193,410	29,567	160,088	291,869	0	0	2,763,000	353,498	0	0	0	0
2045	352,498	0		352,498			193,410	193,410	20,431	159,088	153,211	0	0	2,763,000	352,498	0	0	0	0
2046	389,444	0		389,444			193,410	193,410	10,725	163,936	0	32,000	389,346	2,731,000	389,346	99	0	99	99
2047	384,444	99		384,543			191,170	191,170	0	0	0	193,000	2,538,000	384,170	274	0	373	373	
2048	425,143	373		425,516			177,660	177,660	0	0	0	247,000	2,291,000	424,660	483	0	856	856	
2049	426,343	856		427,199			160,370	160,370	0	0	0	266,000	2,025,000	426,370	(27)	0	829	829	
2050	465,748	829		466,576			141,750	141,750	0	0	0	324,000	1,701,000	465,750	(2)	0	826	826	
2051	463,148	826		463,974			119,070	119,070	0	0	0	344,000	1,357,000	463,070	78	0	904	904	
2052	506,820	904		507,724			94,990	94,990	0	0	0	412,000	945,000	506,990	(170)	0	734	734	
2053	505,620	734		506,355			66,150	66,150	0	0	0	440,000	505,000	505,150	(530)	0	205	205	
2054	553,734	0		553,734			35,350	35,350	0	0	0	505,000	0	0	540,350	13,384	13,588	0	0
	8,747,700	4,621		8,752,321			5,249,052	4,817,738	1,153,374	1,153,374	2,763,000	2,763,000	8,734,111	13,588	13,588				
											COI (est): 82,890 Proceeds: 2,680,110								

PTARMIGAN METROPOLITAN DISTRICT #2 (Res'l)
Operations Revenue and Expense Projection

YEAR	Total Assessed Value	Oper'n's Mill Levy	Total Collections @ 98%	S.O. Taxes Collected @ 6%	Total Available For O&M	Total Mills
2018	0	5.527	0	0	0	5.527
2019	0	5.527	0	0	0	5.527
2020	804,750	5.527	4,359	262	4,620	5.527
2021	2,802,750	5.527	15,181	911	16,092	5.527
2022	4,960,590	5.527	26,869	1,612	28,481	5.527
2023	6,975,509	5.527	37,783	2,267	40,050	5.527
2024	8,887,081	5.527	48,137	2,888	51,025	5.527
2025	9,709,476	5.527	52,591	3,155	55,746	43.115
2026	10,749,112	5.527	58,222	3,493	61,715	43.115
2027	10,749,112	5.527	58,222	3,493	61,715	43.115
2028	11,394,058	5.527	61,715	3,703	65,418	43.115
2029	11,394,058	5.527	61,715	3,703	65,418	43.115
2030	12,077,702	5.527	65,418	3,925	69,343	43.115
2031	12,077,702	5.527	65,418	3,925	69,343	43.115
2032	12,802,364	5.527	69,343	4,161	73,504	43.115
2033	12,802,364	5.527	69,343	4,161	73,504	43.115
2034	13,570,506	5.527	73,504	4,410	77,914	43.115
2035	13,570,506	5.527	73,504	4,410	77,914	43.115
2036	14,384,736	5.527	77,914	4,675	82,589	43.115
2037	14,384,736	5.527	77,914	4,675	82,589	43.115
2038	15,247,820	5.527	82,589	4,955	87,545	43.115
2039	15,247,820	5.527	82,589	4,955	87,545	43.115
2040	16,162,690	5.527	87,545	5,253	92,797	43.115
2041	16,162,690	5.527	87,545	5,253	92,797	43.115
2042	17,132,451	5.527	92,797	5,568	98,365	43.115
2043	17,132,451	5.527	92,797	5,568	98,365	43.115
2044	18,160,398	5.527	98,365	5,902	104,267	43.115
2045	18,160,398	5.527	98,365	5,902	104,267	43.115
2046	19,250,022	5.527	104,267	6,256	110,523	43.115
2047	19,250,022	5.527	104,267	6,256	110,523	43.115
2048	20,405,023	5.527	110,523	6,631	117,154	43.115
2049	20,405,023	5.527	110,523	6,631	117,154	43.115
2050	21,629,325	5.527	117,154	7,029	124,184	43.115
2051	21,629,325	5.527	117,154	7,029	124,184	43.115
2052	22,927,084	5.527	124,184	7,451	131,635	43.115
2053	22,927,084	5.527	124,184	7,451	131,635	43.115
2054	24,302,709	5.527	131,635	7,898	139,533	43.115
			<u>2,763,637</u>	<u>165,818</u>	<u>2,929,456</u>	

PTARMIGAN METROPOLITAN DISTRICT #2 (Res'l)

Development Projection – Buildout Plan (updated 1/11/18)

Residential Development										Residential Summary				
YEAR	<u>SFDs</u>					<u>IH</u>					Total Residential Market Value	Total Res'l Units	Value of Platted & Developed Lots Adjustment ¹	Adjusted Value
	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed	Price Inflated @ 2%	Market Value	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed	Price Inflated @ 2%	Market Value				
2017	30	1,650,000				30	1,125,000							0
2018	30	0	30	\$550,000	16,500,000	30	0	30	\$375,000	11,250,000	\$27,750,000	60	0	2,775,000
2019	30	0	30	561,000	16,830,000	30	0	30	382,500	11,475,000	28,305,000	60	0	0
2020	30	(220,000)	30	572,220	17,166,600	30	0	30	390,150	11,704,500	28,871,100	60	0	0
2021	26	(1,430,000)	30	583,664	15,175,274	30	0	30	397,953	11,938,590	27,113,864	60	0	(220,000)
2022	0	0	26	595,338	0	30	(187,500)	30	405,912	12,177,362	12,177,362	56	0	(1,430,000)
2023	0	0	0	607,244	0	25	(937,500)	30	414,030	10,350,758	10,350,758	30	0	(187,500)
2024	0	0	0	619,389	0	0	0	25	422,311	0	0	25	0	(937,500)
2025	0	0	0	631,777	0	0	0	0	430,757	0	0	0	0	0
2026	0	0	0	644,413	0	0	0	0	439,372	0	0	0	0	0
2027	0	0	0	657,301	0	0	0	0	448,160	0	0	0	0	0
2028	0	0	0	670,447	0	0	0	0	457,123	0	0	0	0	0
2029	0	0	0	683,856	0	0	0	0	466,265	0	0	0	0	0
2030	0	0	0	697,533	0	0	0	0	475,591	0	0	0	0	0
2031	0	0	0	711,484	0	0	0	0	485,102	0	0	0	0	0
2032	0	0	0	725,713	0	0	0	0	494,805	0	0	0	0	0
2033	0	0	0	740,228	0	0	0	0	504,701	0	0	0	0	0
2034	0	0	0	755,032	0	0	0	0	514,795	0	0	0	0	0
2035	0	0	0	770,133	0	0	0	0	525,091	0	0	0	0	0
2036	0	0	0	785,535	0	0	0	0	535,592	0	0	0	0	0
2037	0	0	0	801,246	0	0	0	0	546,304	0	0	0	0	0
2038	0	0	0	817,271	0	0	0	0	557,230	0	0	0	0	0
2039	0	0	0		0	0	0	0		0	0	0	0	0
	116	0	116		65,671,874	175	0	175		68,896,209	134,568,084	291	0	0

[1] Adj. to actual/prelim AV, Incl Ag.

SOURCES AND USES OF FUNDS
PTARMIGAN METROPOLITAN DISTRICT #2 (Res'l)
Combined Results

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**GENERAL OBLIGATION BONDS, SERIES 2024A**  
**SUBORDINATE BONDS, SERIES 2024B**  
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[Preliminary -- for discussion only]

Dated Date 12/01/2024
Delivery Date 12/01/2024

Sources:	SERIES 2024A	SERIES 2024B	Total
Bond Proceeds:			
Par Amount	5,715,000.00	2,763,000.00	8,478,000.00
	5,715,000.00	2,763,000.00	8,478,000.00
Uses:	SERIES 2024A	SERIES 2024B	Total
Project Fund Deposits:			
Project Fund	5,543,550.00	2,680,110.00	8,223,660.00
Delivery Date Expenses:			
Cost of Issuance	171,450.00	82,890.00	254,340.00
	5,715,000.00	2,763,000.00	8,478,000.00

SOURCES AND USES OF FUNDS

PTARMIGAN METROPOLITAN DISTRICT #2 (Res'l) GENERAL OBLIGATION BONDS, SERIES 2024A 2054 Maturity [Preliminary -- for discussion only]

Dated Date	12/01/2024
Delivery Date	12/01/2024

Sources:

Bond Proceeds:	
Par Amount	5,715,000.00
	5,715,000.00

Uses:

Project Fund Deposits:	
Project Fund	5,543,550.00
Delivery Date Expenses:	
Cost of Issuance	171,450.00
	5,715,000.00

BOND SOLUTION

PTARMIGAN METROPOLITAN DISTRICT #2 (Res'I) GENERAL OBLIGATION BONDS, SERIES 2024A 2054 Maturity [Preliminary -- for discussion only]

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2025	50,000	278,600	278,600	366,200	87,600	131.44284%
12/01/2026	70,000	296,600	296,600	391,795	95,195	132.09548%
12/01/2027	75,000	298,800	298,800	391,795	92,995	131.12289%
12/01/2028	85,000	305,800	305,800	399,631	93,831	130.68381%
12/01/2029	85,000	302,400	302,400	399,631	97,231	132.15314%
12/01/2030	95,000	309,000	309,000	407,624	98,624	131.91706%
12/01/2031	100,000	310,200	310,200	407,624	97,424	131.40674%
12/01/2032	110,000	316,200	316,200	415,776	99,576	131.49152%
12/01/2033	115,000	316,800	316,800	415,776	98,976	131.24248%
12/01/2034	125,000	322,200	322,200	424,092	101,892	131.62375%
12/01/2035	130,000	322,200	322,200	424,092	101,892	131.62375%
12/01/2036	145,000	332,000	332,000	432,574	100,574	130.29324%
12/01/2037	150,000	331,200	331,200	432,574	101,374	130.60796%
12/01/2038	160,000	335,200	335,200	441,225	106,025	131.63038%
12/01/2039	170,000	338,800	338,800	441,225	102,425	130.23171%
12/01/2040	180,000	342,000	342,000	450,050	108,050	131.59343%
12/01/2041	190,000	344,800	344,800	450,050	105,250	130.52480%
12/01/2042	205,000	352,200	352,200	459,051	106,851	130.33802%
12/01/2043	210,000	349,000	349,000	459,051	110,051	131.53310%
12/01/2044	225,000	355,600	355,600	468,232	112,632	131.67366%
12/01/2045	235,000	356,600	356,600	468,232	111,632	131.30441%
12/01/2046	250,000	362,200	362,200	477,596	115,396	131.85979%
12/01/2047	265,000	367,200	367,200	477,596	110,396	130.06431%
12/01/2048	280,000	371,600	371,600	487,148	115,548	131.09474%
12/01/2049	290,000	370,400	370,400	487,148	116,748	131.51946%
12/01/2050	310,000	378,800	378,800	496,891	118,091	131.17504%
12/01/2051	325,000	381,400	381,400	496,891	115,491	130.28082%
12/01/2052	345,000	388,400	388,400	506,829	118,429	130.49147%
12/01/2053	360,000	389,600	389,600	506,829	117,229	130.08954%
12/01/2054	380,000	395,200	395,200	516,965	121,765	130.81109%
	5,715,000	10,221,000	10,221,000	13,400,189	3,179,189	

BOND DEBT SERVICE

PTARMIGAN METROPOLITAN DISTRICT #2 (Res'I) GENERAL OBLIGATION BONDS, SERIES 2024A 2054 Maturity [Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2025			114,300	114,300	
12/01/2025	50,000	4.000%	114,300	164,300	278,600
06/01/2026			113,300	113,300	
12/01/2026	70,000	4.000%	113,300	183,300	296,600
06/01/2027			111,900	111,900	
12/01/2027	75,000	4.000%	111,900	186,900	298,800
06/01/2028			110,400	110,400	
12/01/2028	85,000	4.000%	110,400	195,400	305,800
06/01/2029			108,700	108,700	
12/01/2029	85,000	4.000%	108,700	193,700	302,400
06/01/2030			107,000	107,000	
12/01/2030	95,000	4.000%	107,000	202,000	309,000
06/01/2031			105,100	105,100	
12/01/2031	100,000	4.000%	105,100	205,100	310,200
06/01/2032			103,100	103,100	
12/01/2032	110,000	4.000%	103,100	213,100	316,200
06/01/2033			100,900	100,900	
12/01/2033	115,000	4.000%	100,900	215,900	316,800
06/01/2034			98,600	98,600	
12/01/2034	125,000	4.000%	98,600	223,600	322,200
06/01/2035			96,100	96,100	
12/01/2035	130,000	4.000%	96,100	226,100	322,200
06/01/2036			93,500	93,500	
12/01/2036	145,000	4.000%	93,500	238,500	332,000
06/01/2037			90,600	90,600	
12/01/2037	150,000	4.000%	90,600	240,600	331,200
06/01/2038			87,600	87,600	
12/01/2038	160,000	4.000%	87,600	247,600	335,200
06/01/2039			84,400	84,400	
12/01/2039	170,000	4.000%	84,400	254,400	338,800
06/01/2040			81,000	81,000	
12/01/2040	180,000	4.000%	81,000	261,000	342,000
06/01/2041			77,400	77,400	
12/01/2041	190,000	4.000%	77,400	267,400	344,800
06/01/2042			73,600	73,600	
12/01/2042	205,000	4.000%	73,600	278,600	352,200
06/01/2043			69,500	69,500	
12/01/2043	210,000	4.000%	69,500	279,500	349,000
06/01/2044			65,300	65,300	
12/01/2044	225,000	4.000%	65,300	290,300	355,600
06/01/2045			60,800	60,800	
12/01/2045	235,000	4.000%	60,800	295,800	356,600
06/01/2046			56,100	56,100	
12/01/2046	250,000	4.000%	56,100	306,100	362,200
06/01/2047			51,100	51,100	
12/01/2047	265,000	4.000%	51,100	316,100	367,200
06/01/2048			45,800	45,800	
12/01/2048	280,000	4.000%	45,800	325,800	371,600
06/01/2049			40,200	40,200	
12/01/2049	290,000	4.000%	40,200	330,200	370,400
06/01/2050			34,400	34,400	
12/01/2050	310,000	4.000%	34,400	344,400	378,800
06/01/2051			28,200	28,200	
12/01/2051	325,000	4.000%	28,200	353,200	381,400
06/01/2052			21,700	21,700	
12/01/2052	345,000	4.000%	21,700	366,700	388,400
06/01/2053			14,800	14,800	
12/01/2053	360,000	4.000%	14,800	374,800	389,600
06/01/2054			7,600	7,600	
12/01/2054	380,000	4.000%	7,600	387,600	395,200
	5,715,000		4,506,000	10,221,000	10,221,000

NET DEBT SERVICE

PTARMIGAN METROPOLITAN DISTRICT #2 (Res'l) GENERAL OBLIGATION BONDS, SERIES 2024A 2054 Maturity

[Preliminary -- for discussion only]

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
12/01/2025	50,000	228,600	278,600	278,600
12/01/2026	70,000	226,600	296,600	296,600
12/01/2027	75,000	223,800	298,800	298,800
12/01/2028	85,000	220,800	305,800	305,800
12/01/2029	85,000	217,400	302,400	302,400
12/01/2030	95,000	214,000	309,000	309,000
12/01/2031	100,000	210,200	310,200	310,200
12/01/2032	110,000	206,200	316,200	316,200
12/01/2033	115,000	201,800	316,800	316,800
12/01/2034	125,000	197,200	322,200	322,200
12/01/2035	130,000	192,200	322,200	322,200
12/01/2036	145,000	187,000	332,000	332,000
12/01/2037	150,000	181,200	331,200	331,200
12/01/2038	160,000	175,200	335,200	335,200
12/01/2039	170,000	168,800	338,800	338,800
12/01/2040	180,000	162,000	342,000	342,000
12/01/2041	190,000	154,800	344,800	344,800
12/01/2042	205,000	147,200	352,200	352,200
12/01/2043	210,000	139,000	349,000	349,000
12/01/2044	225,000	130,600	355,600	355,600
12/01/2045	235,000	121,600	356,600	356,600
12/01/2046	250,000	112,200	362,200	362,200
12/01/2047	265,000	102,200	367,200	367,200
12/01/2048	280,000	91,600	371,600	371,600
12/01/2049	290,000	80,400	370,400	370,400
12/01/2050	310,000	68,800	378,800	378,800
12/01/2051	325,000	56,400	381,400	381,400
12/01/2052	345,000	43,400	388,400	388,400
12/01/2053	360,000	29,600	389,600	389,600
12/01/2054	380,000	15,200	395,200	395,200
	5,715,000	4,506,000	10,221,000	10,221,000

BOND SUMMARY STATISTICS

PTARMIGAN METROPOLITAN DISTRICT #2 (Res'l) GENERAL OBLIGATION BONDS, SERIES 2024A

2054 Maturity

[Preliminary -- for discussion only]

Dated Date	12/01/2024
Delivery Date	12/01/2024
First Coupon	06/01/2025
Last Maturity	12/01/2054
Arbitrage Yield	4.000000%
True Interest Cost (TIC)	4.000000%
Net Interest Cost (NIC)	4.000000%
All-In TIC	4.236960%
Average Coupon	4.000000%
Average Life (years)	19.711
Weighted Average Maturity (years)	19.711
Duration of Issue (years)	13.203
Par Amount	5,715,000.00
Bond Proceeds	5,715,000.00
Total Interest	4,506,000.00
Net Interest	4,506,000.00
Bond Years from Dated Date	112,650,000.00
Bond Years from Delivery Date	112,650,000.00
Total Debt Service	10,221,000.00
Maximum Annual Debt Service	395,200.00
Average Annual Debt Service	340,700.00
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2054	5,715,000.00	100.000	4.000%	19.711	08/17/2044	9,944.10
	5,715,000.00			19.711		9,944.10

	TIC	All-In TIC	Arbitrage Yield
Par Value	5,715,000.00	5,715,000.00	5,715,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-171,450.00	
- Other Amounts			
Target Value	5,715,000.00	5,543,550.00	5,715,000.00
Target Date	12/01/2024	12/01/2024	12/01/2024
Yield	4.000000%	4.236960%	4.000000%

SOURCES AND USES OF FUNDS

**PTARMIGAN METROPOLITAN DISTRICT #2 (Res'l)
SUBORDINATE BONDS, SERIES 2024B
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2054 (Stated) Maturity
[Preliminary -- for discussion only]**

Dated Date	12/01/2024
Delivery Date	12/01/2024

Sources:

Bond Proceeds:	
Par Amount	2,763,000.00
	2,763,000.00

Uses:

Project Fund Deposits:	
Project Fund	2,680,110.00
Delivery Date Expenses:	
Cost of Issuance	82,890.00
	2,763,000.00

BOND PRICING

**PTARMIGAN METROPOLITAN DISTRICT #2 (Res'l)
SUBORDINATE BONDS, SERIES 2024B
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2054 (Stated) Maturity
[Preliminary -- for discussion only]**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond due 2054:	12/15/2054	2,763,000	7.000%	7.000%	100.000
		2,763,000			

Dated Date	12/01/2024	
Delivery Date	12/01/2024	
First Coupon	12/15/2024	
Par Amount	2,763,000.00	
Original Issue Discount		
Production	2,763,000.00	100.000000%
Underwriter's Discount		
Purchase Price	2,763,000.00	100.000000%
Accrued Interest		
Net Proceeds	2,763,000.00	

PTARMIGAN METROPOLITAN DISTRICT NO. 3

COMMERCIAL DISTRICT FINANCIAL PLAN

PTARMIGAN METROPOLITAN DISTRICT #3 (Com'l)

Development Projection at 34,000 (target) Mills for Debt Service

Series 2025A, G.O. Bonds, Non-Rated, 130x @ Cap, 30-yr. Maturity; plus Series 2025B Cash-Flow Subs.

YEAR	Net Available for Debt Svc	Ser. 2025 \$16,522,000 Par [Net \$16,026 MM]	Annual Surplus	Surplus Release to \$0	Cumulative Surplus \$0 Target	Senior Debt/ Assessed Ratio	Cov. of Net DS: @ 34,000 Target	Cov. of Net DS: @ 34,000 Cap
2018	0				0			
2019	0				0			
2020	0				0	n/a	0.0%	0.0%
2021	0				0	n/a	0.0%	0.0%
2022	0				0	0%	0.0%	0.0%
2023	0				0	0%	0.0%	0.0%
2024	0				0	33%	0.0%	0.0%
2025	0	\$0			0	63%	0.0%	0.0%
2026	922,062	660,880	261,182	261,182	0	49%	139.5%	139.5%
2027	1,198,959	862,880	336,079	336,079	0	47%	138.9%	138.9%
2028	1,222,938	877,800	345,138	345,138	0	46%	139.3%	139.3%
2029	1,222,938	878,800	344,138	344,138	0	45%	139.2%	139.2%
2030	1,247,397	899,400	347,997	347,997	0	44%	138.7%	138.7%
2031	1,247,397	898,800	348,597	348,597	0	43%	138.8%	138.8%
2032	1,272,345	917,800	354,545	354,545	0	42%	138.6%	138.6%
2033	1,272,345	915,600	356,745	356,745	0	40%	139.0%	139.0%
2034	1,297,792	933,000	364,792	364,792	0	39%	139.1%	139.1%
2035	1,297,792	934,200	363,592	363,592	0	37%	138.9%	138.9%
2036	1,323,748	954,800	368,948	368,948	0	36%	138.6%	138.6%
2037	1,323,748	954,000	369,748	369,748	0	35%	138.8%	138.8%
2038	1,350,222	972,600	377,622	377,622	0	33%	138.8%	138.8%
2039	1,350,222	969,800	380,422	380,422	0	32%	139.2%	139.2%
2040	1,377,227	991,400	385,827	385,827	0	30%	138.9%	138.9%
2041	1,377,227	991,400	385,827	385,827	0	28%	138.9%	138.9%
2042	1,404,771	1,010,600	394,171	394,171	0	27%	139.0%	139.0%
2043	1,404,771	1,013,200	391,571	391,571	0	25%	138.6%	138.6%
2044	1,432,867	1,029,800	403,067	403,067	0	23%	139.1%	139.1%
2045	1,432,867	1,029,800	403,067	403,067	0	21%	139.1%	139.1%
2046	1,461,524	1,053,800	407,724	407,724	0	20%	138.7%	138.7%
2047	1,461,524	1,050,800	410,724	410,724	0	18%	139.1%	139.1%
2048	1,490,755	1,071,800	418,955	418,955	0	16%	139.1%	139.1%
2049	1,490,755	1,070,800	419,955	419,955	0	14%	139.2%	139.2%
2050	1,520,570	1,093,600	426,970	426,970	0	12%	139.0%	139.0%
2051	1,520,570	1,094,200	426,370	426,370	0	9%	139.0%	139.0%
2052	1,550,981	1,113,400	437,581	437,581	0	7%	139.3%	139.3%
2053	1,550,981	1,115,400	435,581	435,581	0	5%	139.1%	139.1%
2054	1,582,001	1,135,800	446,201	446,201	0	2%	139.3%	139.3%
2055	1,582,001	1,138,800	443,201	443,201	0	0%	138.9%	138.9%
	41,191,295	29,634,960	11,556,335	11,556,335				

[Jan1118 325ba]

PTARMIGAN METROPOLITAN DISTRICT #3 (Com'l)

Operations Revenue and Expense Projection

YEAR	Total Assessed Value	Oper'n's Mill Levy	Total Collections @ 38%	S.O. Taxes Collected @ 5%	Total Available For O&M	Total Mills
2018	0	5,000	0	0	0	5,000
2019	0	5,000	0	0	0	5,000
2020	0	5,000	0	0	0	5,000
2021	0	5,000	0	0	0	5,000
2022	0	5,000	0	0	0	5,000
2023	815,625	5,000	3,997	240	4,236	5,000
2024	8,971,875	5,000	43,962	2,638	46,600	5,000
2025	17,291,250	5,000	84,727	5,084	89,811	5,000
2026	26,106,525	5,000	127,922	7,675	135,597	39,000
2027	33,946,378	5,000	166,337	9,980	176,317	39,000
2028	34,625,305	5,000	169,664	10,180	179,844	39,000
2029	34,625,305	5,000	169,664	10,180	179,844	39,000
2030	35,317,811	5,000	173,057	10,383	183,441	39,000
2031	35,317,811	5,000	173,057	10,383	183,441	39,000
2032	36,024,168	5,000	176,518	10,591	187,110	39,000
2033	36,024,168	5,000	176,518	10,591	187,110	39,000
2034	36,744,651	5,000	180,049	10,803	190,852	39,000
2035	36,744,651	5,000	180,049	10,803	190,852	39,000
2036	37,479,544	5,000	183,650	11,019	194,669	39,000
2037	37,479,544	5,000	183,650	11,019	194,669	39,000
2038	38,229,135	5,000	187,323	11,239	198,562	39,000
2039	38,229,135	5,000	187,323	11,239	198,562	39,000
2040	38,993,718	5,000	191,069	11,464	202,533	39,000
2041	38,993,718	5,000	191,069	11,464	202,533	39,000
2042	39,773,592	5,000	194,891	11,693	206,584	39,000
2043	39,773,592	5,000	194,891	11,693	206,584	39,000
2044	40,569,064	5,000	198,788	11,927	210,716	39,000
2045	40,569,064	5,000	198,788	11,927	210,716	39,000
2046	41,380,445	5,000	202,764	12,166	214,930	39,000
2047	41,380,445	5,000	202,764	12,166	214,930	39,000
2048	42,208,054	5,000	206,819	12,409	219,229	39,000
2049	42,208,054	5,000	206,819	12,409	219,229	39,000
2050	43,052,215	5,000	210,956	12,657	223,613	39,000
2051	43,052,215	5,000	210,956	12,657	223,613	39,000
2052	43,913,259	5,000	215,175	12,910	228,085	39,000
2053	43,913,259	5,000	215,175	12,910	228,085	39,000
2054	44,791,525	5,000	219,478	13,169	232,647	39,000
2055	44,791,525	5,000	219,478	13,169	232,647	39,000
			5,847,349	350,841	6,198,190	

PTARMIGAN METROPOLITAN DISTRICT #3 (Com'l)

Development Projection -- Buildout Plan (updated 1/11/18)

Commercial Development									
YEAR	<u>Retail/Com'l</u>				Market Value	Value of Platted & Developed Lots			
	SF Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	Square Ft Completed 450,000	per Sq Ft, Inflated @ 2%		Adjustment ¹	Adjusted Value		
2017	0	0					0		
2018	0	0					0		
2019	0	0		\$250.00	\$0		0		
2020	0	0		250.00	0		0		
2021	112,500	2,812,500		250.00	0		0	2,812,500	
2022	112,500	0	112,500	250.00	28,125,000		0		
2023	112,500	0	112,500	255.00	28,687,500		0		
2024	112,500	0	112,500	260.10	29,261,250		0		
2025	0	(2,812,500)	112,500	265.30	29,846,475		0	(2,812,500)	
2026	0	0	0	270.61	0		0		
2027	0	0	0	276.02	0		0		
2028	0	0	0	281.54	0		0		
2029	0	0	0	287.17	0		0		
2030	0	0	0	292.91	0		0		
2031	0	0	0	298.77	0		0		
2032	0	0	0	304.75	0		0		
2033	0	0	0	310.84	0		0		
2034	0	0	0	317.06	0		0		
2035	0	0	0	323.40	0		0		
2036	0	0	0	329.87	0		0		
2037	0	0	0	336.47	0		0		
2038	0	0	0	343.20	0		0		
2039	0	0	0	350.06	0		0		
	<u>450,000</u>	<u>0</u>	<u>450,000</u>		<u>115,920,225</u>		<u>0</u>	<u>0</u>	

[1] Adj. to actual/prelim AV; Incl Ag.

SOURCES AND USES OF FUNDS

**PTARMIGAN METROPOLITAN DISTRICT #3 (Com'l)
GENERAL OBLIGATION BONDS, SERIES 2025A
2055 Maturity
[Preliminary -- for discussion only]**

Dated Date 12/01/2025
Delivery Date 12/01/2025

Sources:

Bond Proceeds:	
Par Amount	16,522,000.00
	16,522,000.00

Uses:

Project Fund Deposits:	
Project Fund	16,026,340.00
Delivery Date Expenses:	
Cost of Issuance	495,660.00
	16,522,000.00

BOND SOLUTION

PTARMIGAN METROPOLITAN DISTRICT #3 (Com'l) GENERAL OBLIGATION BONDS, SERIES 2025A 2055 Maturity [Preliminary -- for discussion only]

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2026		660,880	660,880	922,062	261,182	139.52027%
12/01/2027	202,000	862,880	862,880	1,198,959	336,079	138.94851%
12/01/2028	225,000	877,800	877,800	1,222,938	345,138	139.31853%
12/01/2029	235,000	878,800	878,800	1,222,938	344,138	139.16000%
12/01/2030	265,000	899,400	899,400	1,247,397	347,997	138.69211%
12/01/2031	275,000	898,800	898,800	1,247,397	348,597	138.78470%
12/01/2032	305,000	917,800	917,800	1,272,345	354,545	138.62985%
12/01/2033	315,000	915,600	915,600	1,272,345	356,745	138.96295%
12/01/2034	345,000	933,000	933,000	1,297,792	364,792	139.09879%
12/01/2035	360,000	934,200	934,200	1,297,792	363,592	138.92011%
12/01/2036	395,000	954,800	954,800	1,323,748	368,948	138.64134%
12/01/2037	410,000	954,000	954,000	1,323,748	369,748	138.75760%
12/01/2038	445,000	972,600	972,600	1,350,222	377,622	138.82608%
12/01/2039	460,000	969,800	969,800	1,350,222	380,422	139.22690%
12/01/2040	500,000	991,400	991,400	1,377,227	385,827	138.91738%
12/01/2041	520,000	991,400	991,400	1,377,227	385,827	138.91738%
12/01/2042	560,000	1,010,600	1,010,600	1,404,771	394,171	139.00371%
12/01/2043	585,000	1,013,200	1,013,200	1,404,771	391,571	138.64700%
12/01/2044	625,000	1,029,800	1,029,800	1,432,867	403,067	139.14031%
12/01/2045	650,000	1,029,800	1,029,800	1,432,867	403,067	139.14031%
12/01/2046	700,000	1,053,800	1,053,800	1,461,524	407,724	138.69085%
12/01/2047	725,000	1,050,800	1,050,800	1,461,524	410,724	139.08681%
12/01/2048	775,000	1,071,800	1,071,800	1,490,755	418,955	139.08889%
12/01/2049	805,000	1,070,800	1,070,800	1,490,755	419,955	139.21878%
12/01/2050	860,000	1,093,600	1,093,600	1,520,570	426,970	139.04259%
12/01/2051	895,000	1,094,200	1,094,200	1,520,570	426,370	138.96635%
12/01/2052	950,000	1,113,400	1,113,400	1,550,981	437,581	139.30135%
12/01/2053	990,000	1,115,400	1,115,400	1,550,981	435,581	139.05157%
12/01/2054	1,050,000	1,135,800	1,135,800	1,582,001	446,201	139.28516%
12/01/2055	1,095,000	1,138,800	1,138,800	1,582,001	443,201	138.91823%
	16,522,000	29,634,960	29,634,960	41,191,295	11,556,335	

BOND DEBT SERVICE

PTARMIGAN METROPOLITAN DISTRICT #3 (Com'l) GENERAL OBLIGATION BONDS, SERIES 2025A 2055 Maturity [Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2026			330,440	330,440	
12/01/2026			330,440	330,440	660,880
06/01/2027			330,440	330,440	
12/01/2027	202,000	4.000%	330,440	532,440	862,880
06/01/2028			326,400	326,400	
12/01/2028	225,000	4.000%	326,400	551,400	877,800
06/01/2029			321,900	321,900	
12/01/2029	235,000	4.000%	321,900	556,900	878,800
06/01/2030			317,200	317,200	
12/01/2030	265,000	4.000%	317,200	582,200	899,400
06/01/2031			311,900	311,900	
12/01/2031	275,000	4.000%	311,900	586,900	898,800
06/01/2032			306,400	306,400	
12/01/2032	305,000	4.000%	306,400	611,400	917,800
06/01/2033			300,300	300,300	
12/01/2033	315,000	4.000%	300,300	615,300	915,600
06/01/2034			294,000	294,000	
12/01/2034	345,000	4.000%	294,000	639,000	933,000
06/01/2035			287,100	287,100	
12/01/2035	360,000	4.000%	287,100	647,100	934,200
06/01/2036			279,900	279,900	
12/01/2036	395,000	4.000%	279,900	674,900	954,800
06/01/2037			272,000	272,000	
12/01/2037	410,000	4.000%	272,000	682,000	954,000
06/01/2038			263,800	263,800	
12/01/2038	445,000	4.000%	263,800	708,800	972,600
06/01/2039			254,900	254,900	
12/01/2039	460,000	4.000%	254,900	714,900	969,800
06/01/2040			245,700	245,700	
12/01/2040	500,000	4.000%	245,700	745,700	991,400
06/01/2041			235,700	235,700	
12/01/2041	520,000	4.000%	235,700	755,700	991,400
06/01/2042			225,300	225,300	
12/01/2042	560,000	4.000%	225,300	785,300	1,010,600
06/01/2043			214,100	214,100	
12/01/2043	585,000	4.000%	214,100	799,100	1,013,200
06/01/2044			202,400	202,400	
12/01/2044	625,000	4.000%	202,400	827,400	1,029,800
06/01/2045			189,900	189,900	
12/01/2045	650,000	4.000%	189,900	839,900	1,029,800
06/01/2046			176,900	176,900	
12/01/2046	700,000	4.000%	176,900	876,900	1,053,800
06/01/2047			162,900	162,900	
12/01/2047	725,000	4.000%	162,900	887,900	1,050,800
06/01/2048			148,400	148,400	
12/01/2048	775,000	4.000%	148,400	923,400	1,071,800
06/01/2049			132,900	132,900	
12/01/2049	805,000	4.000%	132,900	937,900	1,070,800
06/01/2050			116,800	116,800	
12/01/2050	860,000	4.000%	116,800	976,800	1,093,600
06/01/2051			99,600	99,600	
12/01/2051	895,000	4.000%	99,600	994,600	1,094,200
06/01/2052			81,700	81,700	
12/01/2052	950,000	4.000%	81,700	1,031,700	1,113,400
06/01/2053			62,700	62,700	
12/01/2053	990,000	4.000%	62,700	1,052,700	1,115,400
06/01/2054			42,900	42,900	
12/01/2054	1,050,000	4.000%	42,900	1,092,900	1,135,800
06/01/2055			21,900	21,900	
12/01/2055	1,095,000	4.000%	21,900	1,116,900	1,138,800
	16,522,000		13,112,960	29,634,960	29,634,960

NET DEBT SERVICE

**PTARMIGAN METROPOLITAN DISTRICT #3 (Com'l)
GENERAL OBLIGATION BONDS, SERIES 2025A
2055 Maturity
[Preliminary -- for discussion only]**

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
12/01/2026		660,880	660,880	660,880
12/01/2027	202,000	660,880	862,880	862,880
12/01/2028	225,000	652,800	877,800	877,800
12/01/2029	235,000	643,800	878,800	878,800
12/01/2030	265,000	634,400	899,400	899,400
12/01/2031	275,000	623,800	898,800	898,800
12/01/2032	305,000	612,800	917,800	917,800
12/01/2033	315,000	600,600	915,600	915,600
12/01/2034	345,000	588,000	933,000	933,000
12/01/2035	360,000	574,200	934,200	934,200
12/01/2036	395,000	559,800	954,800	954,800
12/01/2037	410,000	544,000	954,000	954,000
12/01/2038	445,000	527,600	972,600	972,600
12/01/2039	460,000	509,800	969,800	969,800
12/01/2040	500,000	491,400	991,400	991,400
12/01/2041	520,000	471,400	991,400	991,400
12/01/2042	560,000	450,600	1,010,600	1,010,600
12/01/2043	585,000	428,200	1,013,200	1,013,200
12/01/2044	625,000	404,800	1,029,800	1,029,800
12/01/2045	650,000	379,800	1,029,800	1,029,800
12/01/2046	700,000	353,800	1,053,800	1,053,800
12/01/2047	725,000	325,800	1,050,800	1,050,800
12/01/2048	775,000	296,800	1,071,800	1,071,800
12/01/2049	805,000	265,800	1,070,800	1,070,800
12/01/2050	860,000	233,600	1,093,600	1,093,600
12/01/2051	895,000	199,200	1,094,200	1,094,200
12/01/2052	950,000	163,400	1,113,400	1,113,400
12/01/2053	990,000	125,400	1,115,400	1,115,400
12/01/2054	1,050,000	85,800	1,135,800	1,135,800
12/01/2055	1,095,000	43,800	1,138,800	1,138,800
	16,522,000	13,112,960	29,634,960	29,634,960

BOND SUMMARY STATISTICS

PTARMIGAN METROPOLITAN DISTRICT #3 (Com'l) GENERAL OBLIGATION BONDS, SERIES 2025A 2055 Maturity

[Preliminary -- for discussion only]

Dated Date	12/01/2025
Delivery Date	12/01/2025
First Coupon	06/01/2026
Last Maturity	12/01/2055
Arbitrage Yield	4.000000%
True Interest Cost (TIC)	4.000000%
Net Interest Cost (NIC)	4.000000%
All-In TIC	4.235310%
Average Coupon	4.000000%
Average Life (years)	19.842
Weighted Average Maturity (years)	19.842
Duration of Issue (years)	13.294
Par Amount	16,522,000.00
Bond Proceeds	16,522,000.00
Total Interest	13,112,960.00
Net Interest	13,112,960.00
Bond Years from Dated Date	327,824,000.00
Bond Years from Delivery Date	327,824,000.00
Total Debt Service	29,634,960.00
Maximum Annual Debt Service	1,138,800.00
Average Annual Debt Service	987,832.00
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2055	16,522,000.00	100.000	4.000%	19.842	10/04/2045	28,748.28
	16,522,000.00			19.842		28,748.28

	TIC	All-In TIC	Arbitrage Yield
Par Value	16,522,000.00	16,522,000.00	16,522,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-495,660.00	
- Other Amounts			
Target Value	16,522,000.00	16,026,340.00	16,522,000.00
Target Date	12/01/2025	12/01/2025	12/01/2025
Yield	4.000000%	4.235310%	4.000000%

EXHIBIT G

Service Plan Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE TOWN OF WINDSOR, COLORADO

AND THE

PTARMIGAN WEST METROPOLITAN DISTRICT NOS. 1-3

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2018, by and between the TOWN OF WINDSOR, a home rule municipal corporation of the State of Colorado (the "Town") and the PTARMIGAN WEST METROPOLITAN DISTRICT NOS. 1 - 3, each a quasi-municipal corporation and political subdivision of the State of Colorado (the "Districts"). The Town and the Districts are individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Service Plan approved by the Town on _____, 2018 (the "Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts; and

WHEREAS, the Parties have determined that any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the Town or other

appropriate jurisdiction in a manner consistent with the Approved Development Plan and applicable provisions of the Town Code. To the extent the Public Improvements are not accepted by the Town or other appropriate jurisdiction, the Districts shall be authorized to operate and maintain any part or all of the Public Improvements, provided that any increase in an operations mill levy beyond the limits set forth herein and the Service Plan shall be subject to approval by the Town Board.

2. Development Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, as applicable. The Districts directly or indirectly through the Project Developer will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Unless waived by the Town, the Districts shall be required, in accordance with the Town Code, to post a surety bond, letter of credit, or other approved development security for any Public Improvements to be constructed by the Districts in connection with a particular phase. Such development security shall be released when the Districts (or the applicable District furnishing the security) have obtained funds, through bond issuance or otherwise, adequate to insure the construction of the applicable Public Improvements, or when the improvements have been completed and finally accepted. Any limitation or requirement concerning the time within which the Town must review a District proposal or application for an Approved Development Plan or other land use approval is hereby waived by the Districts.

3. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor substantially as follows: We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

4. Inclusion and Exclusion Limitation. The Districts shall not include within their respective boundaries, any property outside of the District Boundaries without the prior written consent of the Town Board. The boundaries of the Districts may be adjusted within the boundaries of the Service Area by inclusion or exclusion pursuant to the Act, provided that the following materials are furnished to the Town Planning Department: a) written notice of any proposed inclusion or exclusion is provided at the time of publication of notice of the public hearing thereon; b) an engineer's or surveyor's certificate is provided establishing that the resulting boundary adjustment will not result in legal boundaries for any District extending outside of the Service Area; and c) to the extent the resulting boundary adjustment causes the boundaries of the Districts to overlap, that any consent to such overlap required by Section 32-1-

107, C.R.S. is furnished. Inclusions or exclusions that are not authorized by the preceding text shall require the prior approval of the Town Board, and such approval shall not constitute a material modification of the Service Plan.

5. Initial Debt Limitation. Prior to the effective date of approval of an Approved Development Plan relating to development within the Service Area, the Districts shall not incur any Debt.

6. Maximum Debt Authorization. The Districts shall not incur Debt in excess of Twenty Five Million Dollars\$25,000,000. To the extent the Districts seek to modify the Maximum Debt Authorization, they shall obtain the prior approval of the Town Board. Increases which do not exceed 25% of the amount set forth above, and which are approved by the Town Board in a written agreement, shall not constitute a material modification of the Service Plan. Debt established pursuant to an intergovernmental agreement pledging the collection and payment of property taxes and/or Capital Improvement Fees in connection with a Coordinating District and Financing District(s) structure and which secures payment of Debt issued by the Coordinating District shall not count against the Maximum Debt Authorization limitation.

7. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply for, except pursuant to an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

8. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town.

9. Eminent Domain Limitation. The Districts shall not exercise their statutory power of eminent domain, except as may be necessary to construct, install, access, relocate or redevelop the Public Improvements identified in the Preliminary Infrastructure Plan. Any use of eminent domain shall be undertaken strictly in compliance with State law and shall be subject to prior consent of the Town Board.

10. Limitation on Using Fees for Capital Improvements. The Districts are prohibited from imposing or collecting Fees for purposes of paying for Public Improvements or Debt; provided, however, that the Districts may impose and collect a one-time capital improvement fee as a source of revenue for repayment of Debt and/or costs of Public Improvements in an amount not to exceed \$2,500 per dwelling unit (the "Capital Improvement Fee"). No Capital Improvement Fee related to repayment of Debt shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said taxable property. The Town undertakes no obligation to inform the Districts as to the status of Certificates of Occupancy or to monitor the collection of Capital Improvement Fees. Notwithstanding any of the foregoing, the restrictions in this paragraph shall not apply to any Fee imposed or collected from taxable property for the purpose of funding administration, operation, and maintenance costs of the Districts.

11. Bankruptcy Limitation. All of the limitations contained in the Service Plan and this Agreement, including, but not limited to, those pertaining to the Maximum Aggregate Mill Levy have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan amendment; and

b. are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C, Section 903) and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

12. Pledge in Excess of Maximum Aggregate Mill Levy – Material Modification. Any Debt incurred with a pledge or which results in a pledge that exceeds the Maximum Aggregate Mill Levy shall be deemed a material modification of the Service Plan pursuant to Section 32-1-207, C.R.S., and a breach of this Agreement and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

13. Covenant Enforcement and Design Review Services Limitation. The Districts are authorized to transfer responsibility for provision of covenant enforcement services and design review services under a declaration of covenants, conditions, and restrictions (“CCRs”) to a not for profit entity controlled by End Users. The Districts shall not impose assessments that might otherwise be authorized to be imposed and collected pursuant to a CCRs. The preceding sentence does not limit the Districts’ ability to impose Fees to defray the costs of covenant enforcement and design review services. The Districts shall be authorized to contract among themselves to assign responsibility for Covenant Enforcement and Design Review Services to one of the Districts, but any such contract shall be terminable by any District upon reasonable notice to the named enforcing District, and any determinations made by the enforcing District under such contract shall be appealable *de novo* to the Board of Directors of the District in which the property that is the subject of the determination is located. The Board of Directors of the District in which the property is located will then have thirty (30) days to hear the appeal or grant an extension; otherwise, the appeal shall be deemed denied.

14. Restrictions on Developer Reimbursements.

a. In the event the District procures or pays for Public Improvements outside of a public bid process, prior to reimbursement to the Project Developer or payment to a third party on behalf of the Project Developer a qualified independent third party shall certify to the Districts that costs of the Public Improvements are reasonable.

b. A qualified independent third party shall certify to the Districts that Public Improvements financed by a District are fit for intended purposes. Note that this

certification standard might differ from the certification standards required by the end-owner of such facilities, such as the Town or other special district.

c. In the event a District agrees to reimburse the Project Developer for an advancement of money, property, or services and such agreement does not qualify as Debt as defined in the Service Plan, then the District shall not pay a rate of interest on such advancement that exceeds a rate equal to the prime rate as published in the Wall Street Journal ("WSJ") plus two percent (2%) for the applicable period. In the event the WSJ ceases to publish a prime rate, then the Districts shall substitute a rate from a similar market index. The Districts will from time to time monitor the feasibility of issuing Debt, and if the amount owed under the reimbursement agreement can be satisfied with the proceeds of Debt incurred at a cost materially less than the prime rate plus two percent (2%), then the Districts shall take reasonable steps to incur such Debt and satisfy the reimbursement obligation to the Project Developer. The purpose of this paragraph is to set a readily ascertainable ceiling on the rate of interest a District board of directors can agree to pay a Project Developer for advancements that do not qualify as Debt; this paragraph neither prevents the District from issuing Debt at a higher rate of interest than the WSJ prime rate plus two percent (2%) nor does it prevent the District from paying a lower rate of interest on a developer reimbursement agreement.

15. Town Trails. Trails which are interconnected with a Town or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

16. Overlap of Existing Special Districts. To the extent prohibited by Section 32-1-107, C.R.S., the Districts shall not duplicate the services provided by any existing metropolitan or special district in any area of overlap except as may be consented to by such existing district. The Town shall be held harmless if any existing metropolitan or special district refuses to authorize services and from any claims brought by such district for improvements constructed or installed or services provided prior to receiving any required consent.

17. Overlap of Districts. No property shall be simultaneously included within the boundaries of more than one of the Districts, except as provided in Section V.A.4. in the Service Plan and in the following sentence. To the extent any District overlaps any other District(s), the total mill levy to be imposed by the Districts to property located in two or more of the Districts shall not exceed the Maximum Aggregate Mill Levy, and the property shall not be subject to a Debt Mill Levy for a period which exceeds the Maximum Debt Mill Levy Imposition Term.

18. Location and Extent Limitation. To the extent a metropolitan district may have any powers pursuant to Section 31-23-209, C.R.S., with respect to the Town, the District hereby waives and shall not exercise any such powers to override or avoid submitting to the jurisdiction of the Town Board or compliance with the Town Code or other regulations.

19. Disclosure. Contemporaneously with the inclusion of property into a District, the District shall record a disclosure in the form set forth in Exhibit H in the Service Plan in the appropriate county's real property records.

20. Financial Plan. The total Debt that the Districts shall be permitted to incur shall not exceed the Maximum Debt Authorization; provided, however, that Debt incurred to refund outstanding Debt of the Districts shall not count against the Maximum Debt Authorization so long as such refunding Debt does not result in a net present value expense. District Debt shall be permitted to be incurred on a schedule and in such year or years as the issuing District determines shall meet the needs of the Financial Plan referenced above and phased to serve the Project as it occurs. All bonds and other Debt incurred by the Districts may be payable from any and all legally available revenues of the Districts, including but not limited to revenues from the Debt Mill Levy to be imposed upon all taxable property within the Districts and Capital Improvement Fees.

All Debt incurred by the Districts must be incurred in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law. The Maximum Debt Authorization is supported by the Financial Plan prepared by D.A. Davidson & Co., attached in the Service Plan as Exhibit F. The Project Developer has provided valuation and absorption data it believes to be market based and market comparable. The Financial Plan attached to this Service Plan satisfies the requirements of Section 19-1-20(i). of the Town Code.

21. Maximum Voted Interest Rate and Maximum Underwriting Discount. The interest rate on any Debt is expected to be the market rate at the time the Debt is incurred. In the event of a default, the proposed maximum interest rate on any Debt is not permitted to exceed twelve percent (12%). The proposed maximum underwriting discount will be three percent (3%). Debt, when incurred, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

22. Maximum Mill Levies. A District may impose a "Debt Mill Levy" upon taxable property within such District for payment of Public Improvements, including Debt incurred and other obligations incurred to pay the costs of Public Improvements. The Districts are authorized to promise to impose the Debt Mill Levy for a period not to exceed the Maximum Debt Mill Levy Imposition Term, and revenues derived from the Debt Mill Levy may be pledged to defray Debt. The Debt Mill Levy may not exceed thirty-four (34) mills. However, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement, then the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

An "Operations and Maintenance Mill Levy" may be imposed upon the taxable property within the Districts for payment of administration, operations, and maintenance costs. The Districts are prohibited from imposing an Operations and Maintenance Mill Levy for purposes of generating revenue to fund Public Improvements or for defraying Debt. The Districts are prohibited from promising to impose an Operations and Maintenance Mill Levy, except that the Districts may, to the extent of authorization under TABOR, promise to impose an Operations and Maintenance Mill Levy in connection with a Debt covenant to fund basic District

administrative, operations, and maintenance costs. Revenues derived from the Operations and Maintenance Mill Levy may not be pledged. The Operations and Maintenance Mill Levy shall not exceed thirty-nine (39) mills. However, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement, then the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

The Maximum Aggregate Mill Levy shall be the maximum mill levy the District or any combination of Districts is permitted to impose upon taxable property for any purpose, including payment of Debt, capital improvements costs, administration, operations, and maintenance costs. The Maximum Aggregate Mill Levy is thirty-nine (39) mills. However, if, on or after January 1, 2015, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, then the preceding mill levy limitations may be increased or decreased to reflect such changes, with such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation. By way of example, if a District has imposed a Debt Mill Levy of 30 mills, the maximum Operations and Maintenance Mill Levy that it can simultaneously impose is 9 mills.

23. Maximum Debt Mill Levy Imposition Term. No District or combination of Districts shall have any authority to impose or collect a Debt Mill Levy on any single property for a period greater than thirty (30) years after the year of the initial imposition of a Debt Mill Levy; this restriction is referred to as the Maximum Mill Levy Imposition Term. The Maximum Mill Levy Imposition Term begins to run on the earlier of (i) the first year the Debt Mill Levy is collected and (ii) five years after the year in which the first building permit for a residential, commercial or industrial building is issued for property within the District. As an example of (ii), if the first building permit in District No. 2 is issued in 2018, then District No. 2 should impose its Debt Mill Levy no later than tax year 2023 (which mill levy would be first collected in 2024). In the event a District fails to impose a Debt Mill Levy within this five-year time period, the Maximum Debt Mill Levy Imposition Period shall be reduced a year for each year that the imposition of the mill levy is delayed. Put another way, a District has a five year window from the initial building permit within which to impose a full 30-year Debt Mill Levy. In structuring Debt, Districts shall be mindful that this primary revenue source for repayment shall expire at the end of this thirty-year term. The Maximum Public Improvement Mill Levy Imposition Term may be altered only upon approval by the Town pursuant to a separate written intergovernmental agreement, and only upon a finding by the Town of extraordinary burdens to the Districts or extraordinary benefits to be conferred upon the Town by the Districts.

24. Sources of Funds. As discussed in more detail above, the Districts may impose mill levies on taxable property within its boundaries as a primary source of revenue for repayment of debt service, capital improvements, administrative expenses and operations, and maintenance, to the extent operations and maintenance functions are specifically addressed in the Service Plan. The Districts may also rely upon various other revenue sources authorized by law, including loans from the Project Developer. At the Districts' discretion, they may assess Fees that are reasonably related to the costs of operating and maintaining District services and facilities. Fees, other than Capital Improvement Fees, shall not be imposed for the purpose of paying for Public Improvements or defraying Debt unless specifically permitted by the Town Board, and any such permission shall not constitute a material modification of this Service Plan. The Districts are permitted to pledge revenues from the Capital Improvements Fee to the payment of Debt.

25. Security for Debt. The Districts do not have the authority and shall not pledge any revenue or property of the Town as security for the indebtedness set forth in the Service Plan. Approval of the Service Plan shall not be construed as a guarantee by the Town of payment of any of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the Districts in the payment of any such obligation or performance of any other obligation.

26. Debt Instrument Disclosure Requirement. In the text of each bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, the Project Developer.

27. Subdistricts. The Districts may organize subdistricts or areas as authorized by Section 32-1-1101(1)(f), C.R.S., provided, however, that without the specific approval of the Town, any such subdistrict(s) or area(s) shall be subject to all limitations on Debt, taxes, Fees, and other provisions of this Service Plan. Neither the Debt Mill Levy, the Operations and Maintenance Mill Levy, nor any Debt limit shall be increased as a result of creation of a subdistrict. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the Districts shall notify the Town prior to establishing any such subdistrict(s) or area(s), and shall provide the Town with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The Town Board may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of this Service Plan.

28. Special Improvement Districts. The Districts are not authorized to establish a special improvement district without the prior approval of the Town Board.

29. Meetings. As required pursuant to Section 29-1-108, C.R.S., the Districts' annual public hearing regarding the subsequent year's budget shall be held within the boundaries of the Districts or the boundaries of the Town, every year in which there is any property within the Districts that is owned by an End User. At least once every two years, such public hearing shall be held after 5:00 p.m., in order to facilitate attendance by property owners and residents with daytime work schedules.

30. Elections. The Districts shall post a copy of each call for nominations, required pursuant to Section 1-13.5-501, C.R.S., in the designated locations for posting notices of meetings per Section 24-6-402(2)(c), C.R.S., in addition to complying with any other notice requirements of the Special District Act.

31. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts

Ptarmigan West Metropolitan District Nos. 1 - 3
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attn: Robert G. Rogers, Esq.
Phone: (303) 858-1800
Email: rrogers@wbapc.com

To the Town:

Town of Windsor
301 Walnut Street
Windsor, Colorado 80550
Attn: Town Manager
cc: Town Attorney
Phone: (970) 674-2400

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

32. Miscellaneous.

a) Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the Districts until after the effective date of this Agreement.

b) Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto

c) Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

d) Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

e) Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

f) Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

g) Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages.

h) Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in District Court in and for Weld County.

i) Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

j) Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

k) No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

1) Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire Agreement between the Parties concerning the subject matter hereof; provided, however, that this Agreement does not modify, affect, or limit the Town's or any other person's right of action to enforce the provisions of the Service Plan separately from this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the Districts as of the date first above written.

Signature page to follow

TOWN OF WINDSOR, COLORADO

By: Kristie Melendez
Mayor

ATTEST:

Patti G.
Town Clerk



APPROVED AS TO FORM:

[Signature]
Town Attorney

**PTARMIGAN WEST METROPOLITAN
DISTRICT NOS. 1 - 3**, each a quasi-municipal
corporation and political subdivision of the State
of Colorado

By: _____
President

ATTEST:

Secretary

EXHIBIT H

District Disclosure Form

Ptarmigan West Metropolitan District Nos. 1- 3

In accordance with § 32-1-104.8, Colorado Revised Statutes, the Ptarmigan West Metropolitan District Nos. 1- 3 (the “Districts”) are required to submit a public disclosure to the Larimer County Clerk and Recorder for recording along with a map depicting the boundaries of the District, attached hereto as Exhibit A.

1. Name of District: Ptarmigan West Metropolitan District Nos. 1-3.
2. Powers of the District as authorized by § 32-1-1004, Colorado Revised Statutes, and the Districts’ Service Plan as of the time of this filing: The Districts have the authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth in the Service Plan.
3. The Districts’ Service Plan, approved on _____, 2018, by the Town of Windsor, State of Colorado, which can be amended from time to time, includes a description of the Districts’ powers and authority. A copy of the Districts’ Service Plan is available from the Division of Local Government.
4. Ptarmigan West Metropolitan District Nos. 1- 3 are authorized by Title 32 of the Colorado Revised Statutes to use a number of methods to raise revenues for capital needs and general operations costs. These methods, subject to the limitations imposed by section 20 of article X of the Colorado Constitution, include issuing debt, levying taxes, and imposing fees and charges. The maximum debt service mill levy authorized under the Districts’ Service Plan is 34 mills. The maximum operations and maintenance mill levy authorized under the Districts’ service plan is 39 mills. Voter approval for the imposition of these taxes under section 20 of article X of the Colorado Constitution has been obtained. Information concerning directors, management, meetings, elections and current taxes are provided annually in the Notice to Electors described in § 32-1-809(1), Colorado Revised Statutes, which can be found at the District office, on the Districts’ website, on file at the division of local government in the state department of local affairs, or on file at the office of the clerk and recorder of each county in which the special district is located.



MEMORANDUM

Date: March 12, 2018
To: Mayor & Town Board
From: Paul Hornbeck, Senior Planner
Re: Public Hearing and Resolution No. 2018-27 – A Resolution Approving the Final Major Subdivision Plat for The Ridge at Harmony Road 2nd Filing – Jeff Mark, The Landhuis Company, applicant
Location: Northeast of Harmony Road and WCR 13
Items #: C.3 / C.4

Background / Discussion

The applicant, Mr. Jeff Mark of The Landhuis Company, has submitted a final major subdivision plat, known as The Ridge at Harmony Road 2nd Filing. The subdivision encompasses approximately 283 acres and is zoned Residential Mixed Use (RMU).

Final Plat characteristics:

- 252 single-family residential lots;
- Average lot size of 7,461 square feet;
- Town of Windsor park site to be dedicated with this plat = 3.4 acres
- RE-4 school district site school site to be dedicated with this plat = 10 acres
- 16 acres of public right-of-way dedication
- 4 future development tracts = approximately 164 acres;
- 7 open space tracts for drainage, utilities, and access = 35 acres
- 10 acre tract for oil & gas development
- Offsite improvements will include widening of Harmony Road to four lanes with a landscaped median and improvements to Weld County Road 13

The applicant held a neighborhood meeting on April 18, 2017 in accordance with Chapter 16, Article XXXI of the Municipal Code. There were approximately ten neighbors in attendance. Please see the enclosed neighborhood meeting notes for discussion topics and responses.

Relationship to Comprehensive Plan

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

Chapter 5b – Growth Framework

Goal:

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

Relationship to Strategic Plan

The application is consistent with the Strategic Plan, particularly Safe, Well-Planned Community With Spirit And Pride.

Notification

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

A neighborhood meeting was held on April 18, 2017. Notifications for this meeting were as follows:

- March 31 & April 3, 2017 – display ad published in the newspapers
- April 3, 2017 – affidavit of mailing to property owners within 300 feet

Notifications for this public hearing were as follows:

- February 20, 2018 – affidavit of mailing to property owners within 300 feet
- February 23, 2018 – display ad published in the paper
- February 22, 2018 – published on Town's website
- February 21, 2018 – property posted

Recommendation

At their March 7, 2018 meeting, the Planning Commission forwarded to Town Board a recommendation of approval, subject to the following conditions:

1. Applicant shall enter into a development agreement with the Town prior to recording of the subdivision plat
2. All outstanding staff comments on subdivision plat, improvement drawings, and related documents shall be addressed prior to recording of the subdivision plat

Attachments

Resolution No. 2018-27
Application Materials
PowerPoint presentation
Neighborhood Meeting Summary

cc: Jeff Mark, applicant

TOWN OF WINDSOR

RESOLUTION NO. 2018-27

A RESOLUTION APPROVING THE FINAL PLAT FOR THE RIDGE AT HARMONY ROAD SUBDIVISION SECOND FILING IN THE TOWN OF WINDSOR, COLORADO

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

WHEREAS, the Town has in place a comprehensive system of land use regulations, the purpose of which is the protection of the public health, safety and welfare; and

WHEREAS, the owner ("Developer") of the Ridge at Harmony Road Subdivision, Second Filing ("Subdivision") proposes to subdivide land located within the Town; and

WHEREAS, the Developer has presented the Final Subdivision Plat ("Subdivision Plat") for administrative and Town Board review, a reduced copy of which is attached hereto for reference purposes, and is designated "Exhibit A"; and

WHEREAS, the Subdivision Plat was previously presented to the Windsor Planning Commission, and has received a written recommendation of approval by the Town Board; and

WHEREAS, the Subdivision Plat has been reviewed by the Town Board in accordance with applicable planning criteria; and

WHEREAS, the Town Board desires to formally approve the Subdivision Plat for the record.

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

1. Pursuant to *Windsor Municipal Code* Section 17-4-20 (e), the Town Board hereby approves the Final Subdivision Plat for the Ridge at Harmony Road Subdivision, Second Filing, as depicted on Exhibit A hereto.
2. The Developer is hereby instructed to comply with all post-approval requirements of Chapter 17, Article IV of the *Windsor Municipal Code* within thirty (30) days.
3. The Director of Planning is authorized prior to recording to make such modifications to the Final Subdivision Plat as are necessary to assure the recorded Final Subdivision Plat comports with official action taken with respect to this matter.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 12th day of March, 2018.

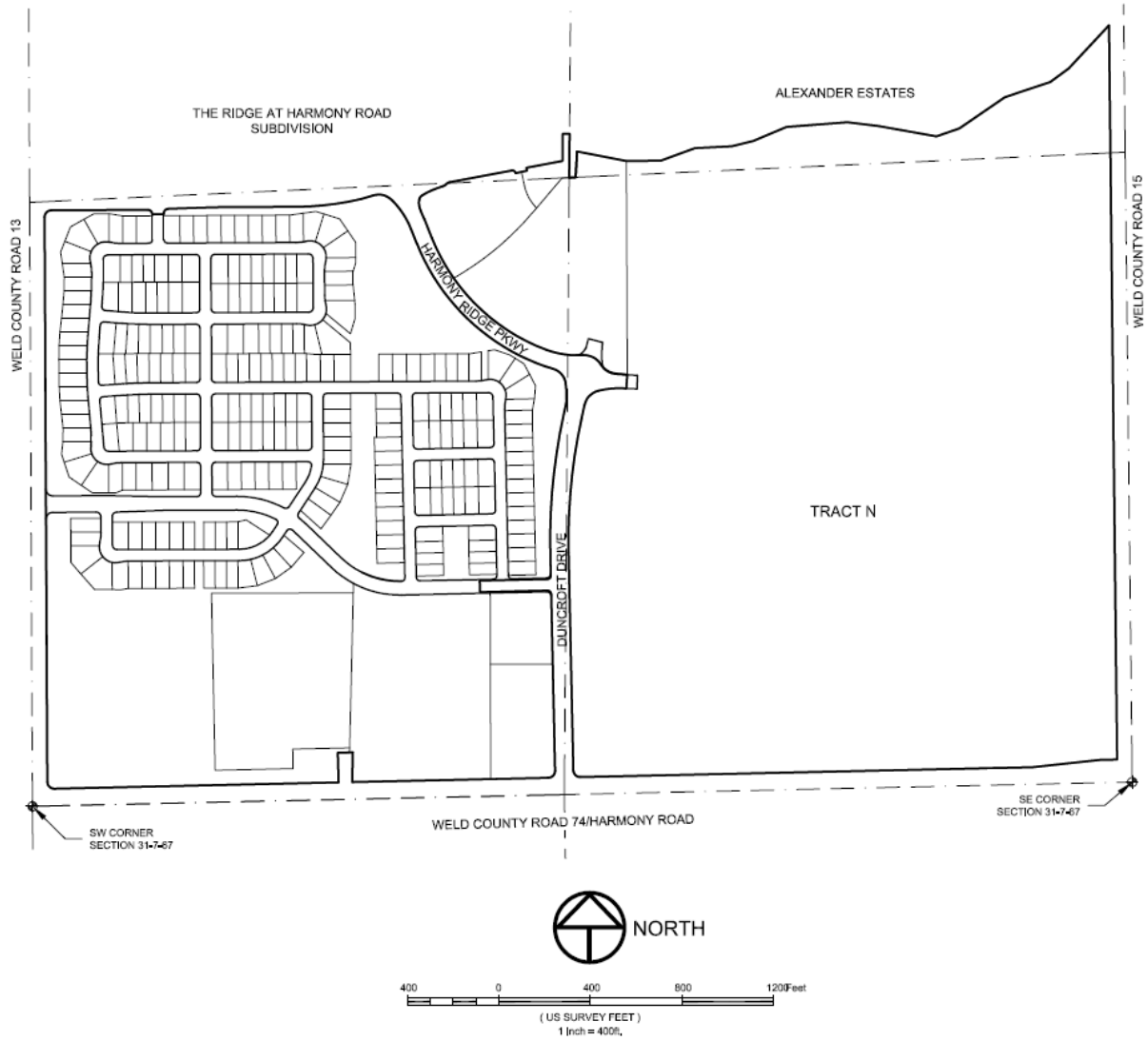
TOWN OF WINDSOR, COLORADO

Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Exhibit A



The Ridge at Harmony Road Subdivision, Second Filing
Narrative – 10.17.17

HR Exchange, LLC is proposing to develop approximately 279 acres located in the southwest quarter section of The Ridge at Harmony Road property. The intent is to develop 252 residential lots. In addition, the school tract will be platted as a future development tract.

The anticipated product types for this development include one and two-story houses with attached two and three car garages.

The property is currently zoned RMU-Residential Mixed Use which permits single family development.

We anticipate that Second Filing will be built in a single phase.

The proposed landscape for this development includes targeted areas of turf grass and areas of enhanced landscape which may include elements such as shrub and ornamental grass plantings. Native plantings are proposed for most common areas. Sidewalks are provided along all streets to provide connectivity throughout the development as well as connections to future development areas.

A future Town of Windsor park tract has been included with the Second Filing. In addition, the requested future Weld County Elementary school site has been included.

The NWCWD water transmission line will be oversized (to a 24" line).

The Ridge at Harmony Road Subdivision 2nd Filing
Neighborhood Meeting
Tuesday, April 18, 2017
CRC – Oak Room

Approximately 10 neighbor attendees

Introductions:

Jeff Mark of the Landhuis Company gave an overview of the plat showing the audience the overall layout; discussed that it met all requirements of the approved master plan; let the residents know of the general timing for start of development and subsequent home sales.

Homeowner Questions/Comments/Concerns:

- Q. What are the open tracts along the south of the property next to Harmony Road?
- A. Developer outlined that one tract is an obligation by the developer to provide Anadarko Oil and Gas a site for future exploration, although nothing planned in the immediate future. The other tract is for future development of potential multi-family residential.

- Q. Timeframe for buildout?
- A. 1-3 years.

- Q. What improvements are required on Harmony Road? Any other roadway improvements with this filing of development?
- A. Developer explained that Harmony Road widening improvements will take place with this development. Also, that County Line Road/WCR13 will be improved the remainder of the way, similar to what was done further north with the first filing work.

- C. The street lights currently in place are very bright and take away from the dark nighttime.
- A. Staff discussed Town requirements and availability of certain lighting. Staff also mentioned that the number of street lights were reduced on filing one and will make note to discuss fewer street lights in the 2nd Filing.

- C. Construction debris is blowing into adjacent property owner lots.
- A. Landhuis has enforcement abilities through the metro district and if neighbors are having issues, please contact Landhuis. Builders are accountable for their debris.

- Q. Will there be bike lanes installed as part of this development, what other trail options will be installed along WCR13 and Harmony Road?
- A. Timnath has plans for a trail on the west side of WCR13. The developer is installing a detached trail along Harmony Road in accordance with the Town's trail master plan.

- C. Residents asked for the Town to update their plans and standards and add more bike lanes and trails throughout neighborhoods.

No major concerns or issues were raised by the neighbors in attendance.



Final Major Subdivision

The Ridge at Harmony
Road 2nd Filing

Paul Hornbeck, Senior Planner

Town Board March 12, 2018



Major Subdivision

Article IV of Chapter 17 of the Municipal Code outlines the purposes of the Major Subdivision process, including:

Sec. 17-4-10. Purpose.

The purposes of the major subdivision procedure are:

To divide or reconfigure a parcel or parcels of land into six (6) or more parcels, sites or lots for the purpose, whether immediate or future, of transfer of ownership or building development.

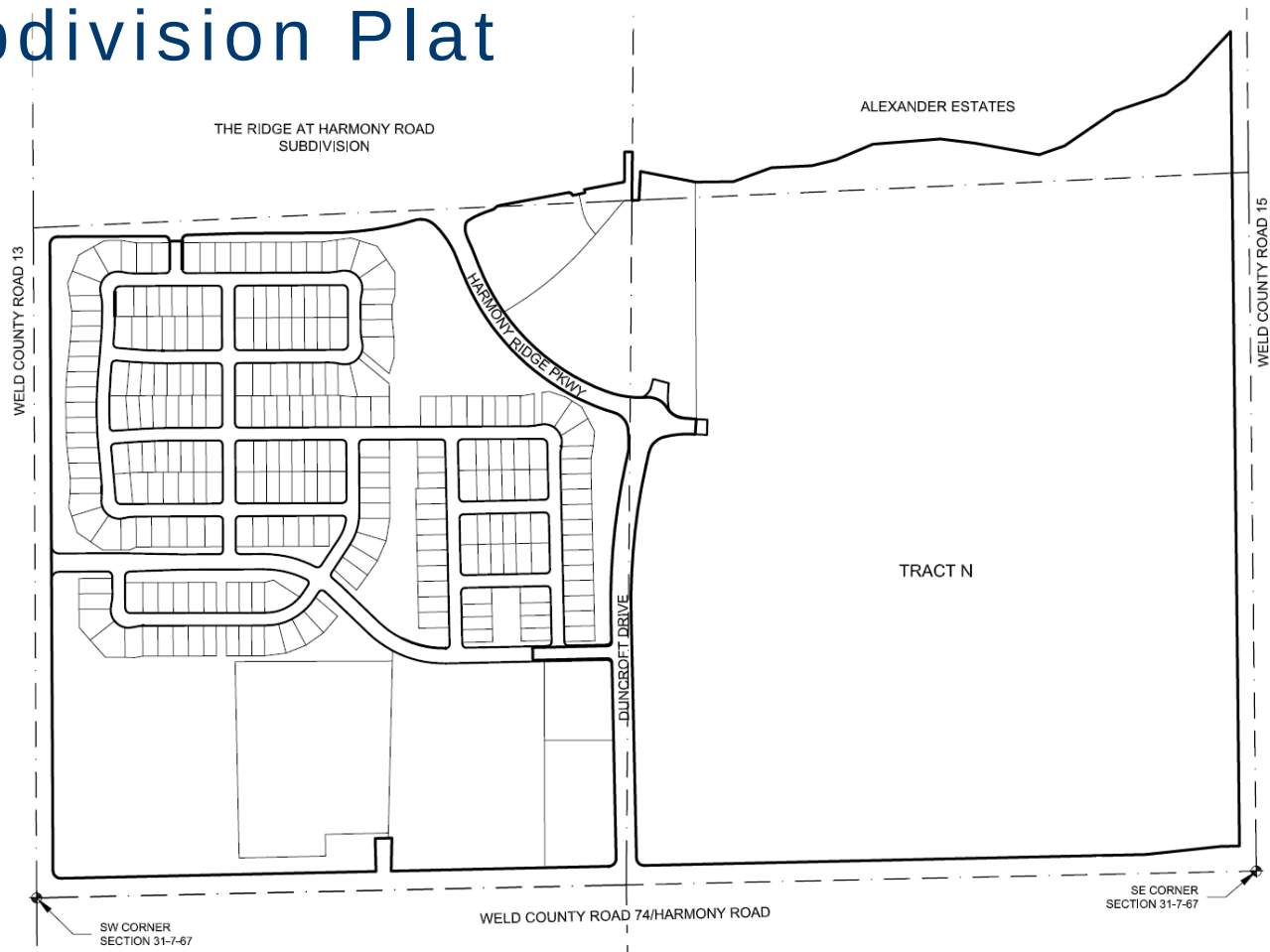
Site Vicinity Map







Subdivision Plat





Comprehensive Plan Conformance

Chapter 5b – Growth Framework Plan

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



Relationship to Strategic Plan

The application is consistent with the Strategic Plan, particularly Safe, Well-Planned Community With Spirit And Pride.



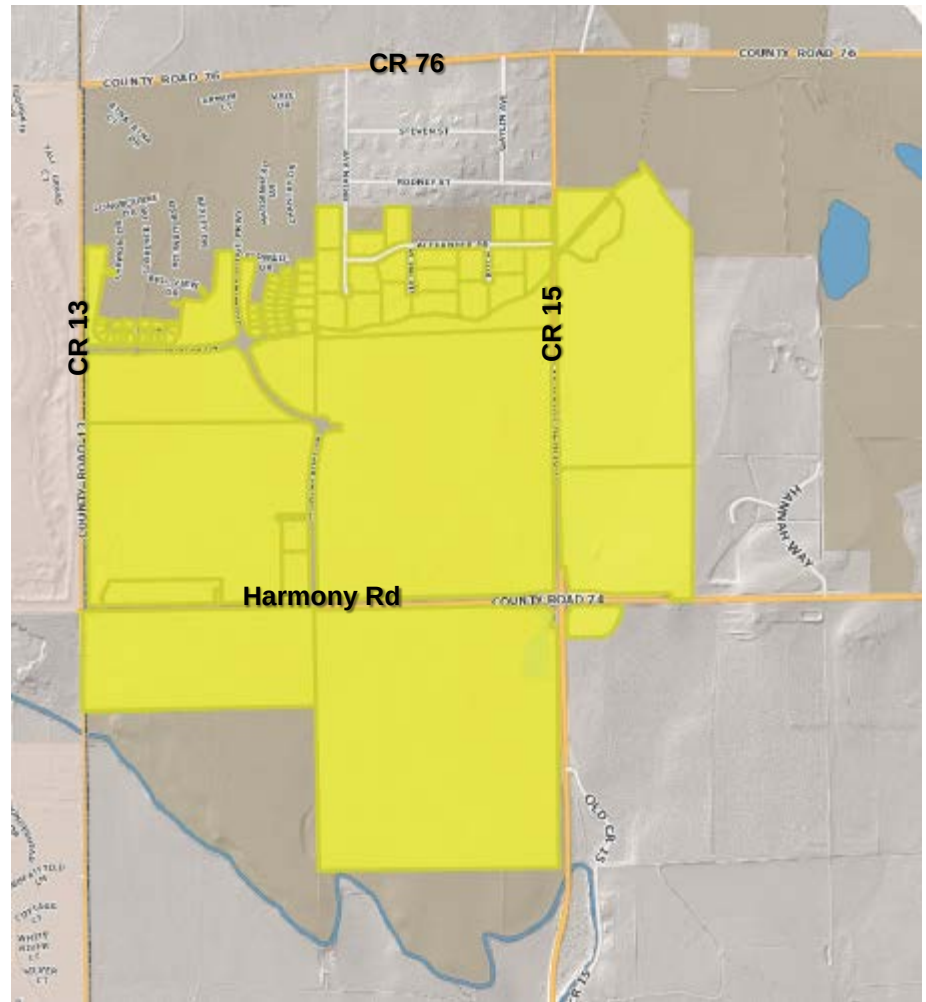
Notification

Neighborhood meeting notifications:

- March 31 & April 3, 2017 – display ad published in the newspapers
- April 3, 2017 – affidavit of mailing to property owners within 300 feet

Notifications for this public hearing were as follows:

- February 20, 2018 – affidavit of mailing to property owners within 300 feet
- February 23, 2018 – display ad published in the paper
- February 22, 2018 – published on Town's website
- February 21, 2018 – property posted





Recommendation

At their March 7, 2018 meeting, the Planning Commission forwarded to Town Board a recommendation of approval, subject to the following conditions:

1. Applicant shall enter into a development agreement with the Town prior to recording of the subdivision plat
2. All outstanding staff comments on subdivision plat, improvement drawings, and related documents shall be addressed prior to recording of the subdivision plat



Major Subdivision

Staff requests that the following be entered into the record:

- Application and supplemental materials
- Staff memorandum and supporting documents
- All testimony received during the public hearing
- Recommendation



MEMORANDUM

Date: March 12, 2018
To: Patti Garcia, Acting Town Manager
Mayor & Town Board
From: Eric Lucas, CPRP, Director of Parks, Recreation & Culture
Re: 7th & Crossroads Roundabout Landscaping Plan
Item #: C.5.

Background

In early October of 2017, a small working group representing the Town (Myself, Town Manager, Mayor Melendez and Board Member Bennett), began working with representatives from Raindance to discuss the possibility of substituting artwork of some form in place of some of the proposed landscape designs at both roundabouts on Crossroads. The group met twice and viewed drawings that we believe would be acceptable to the developer and Town Board.

As you may recall, we met on January 8, 2018 in a work session to discuss the landscaping of both roundabouts. The Board approved the design of the Raindance roundabout (developer built) and asked staff to perform some value engineering of the landscaping in the 7th & Crossroads roundabout (Town constructed). Staff has completed the value engineering and will present three options for the Board to select from.

The options that will be presented and associated costs are listed below:

Option # 1: \$70,000 with associated look identical to roundabout at 7th & Eastman Park Drive.

Option #2: \$85,076 with value engineered look nearly identical to option #3 just fewer plants/trees. (see attachment C.5.d) Please note the highlighted staff reductions and modifications.

Option #3: \$106,565 with associated look identical to what was shared by staff at work session on 1/8/2018 (see attachment C.5.b & C.5.c)

Recommendation

Staff is recommending option #2 based on a desire to continue the theme of improved aesthetic looks in our Town entryway corridors.

Financial Impact

The financial impact will depend upon which option is selected. If option #1 is selected the project will be bid to reflect the adopted budget amount of \$70,000. This will result in no budgetary impact. If option # 2 is selected the resulting budgetary impact will be an increase of \$15,076 in the capital budget. If option #3 is selected the resulting budgetary impact will be an increase of \$36,565 in the capital budget.

7th and Crossroads Roundabout

Monday, January 08, 2018

DRAFT



LANDSCAPE & SOIL PREPARATION

Item	Quantity	Unit	Unit Cost	Extension
Soil preparation and fine grading (3.5 cy / 1000)	9,219	sf	\$ 0.26	\$ 2,396.94
Earthwork	502	cy	\$ 6.00	\$ 3,012.00
Evergreen trees (6-8' Height)	13	ea	\$ 440.00	\$ 5,720.00
Ornamental trees (1.5" cal or 6' Clump)	6	ea	\$ 410.00	\$ 2,460.00
Deciduous & evergreen shrubs (# 5 Cont.)	259	ea	\$ 65.72	\$ 17,021.48
Perennial flowers (# 1 Cont.)	678	ea	\$ 14.00	\$ 9,492.00
Ornamental grasses (# 1 Cont.)	251	ea	\$ 14.00	\$ 3,514.00
Planting beds (mulch + weed control)	9,219	sf	\$ 1.00	\$ 9,219.00
Crusher fines apron	3,717	sf	\$ 0.69	\$ 2,564.73
Landscape boulder + installation	30	tns	\$ 598.46	\$ 17,953.80
			Subtotal	\$ 73,353.95

DRAINAGE & IRRIGATION

Item	Quantity	Unit	Unit Cost	Extension
Irrigation (planting bed)	9,219	sf	\$ 1.25	\$ 11,523.75
			Subtotal	\$ 11,523.75

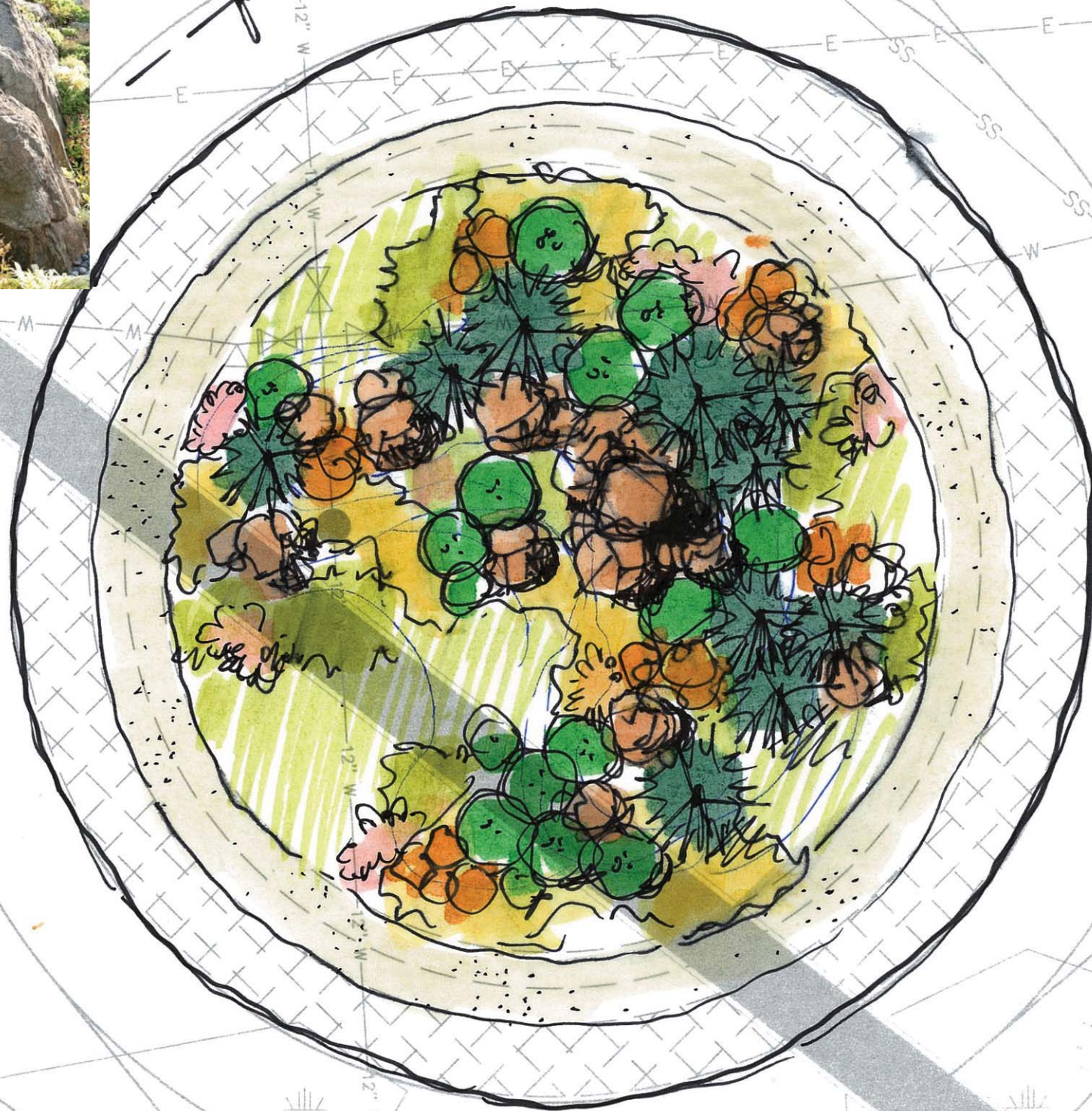
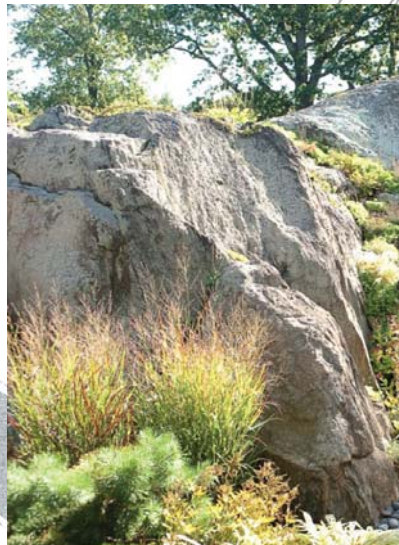
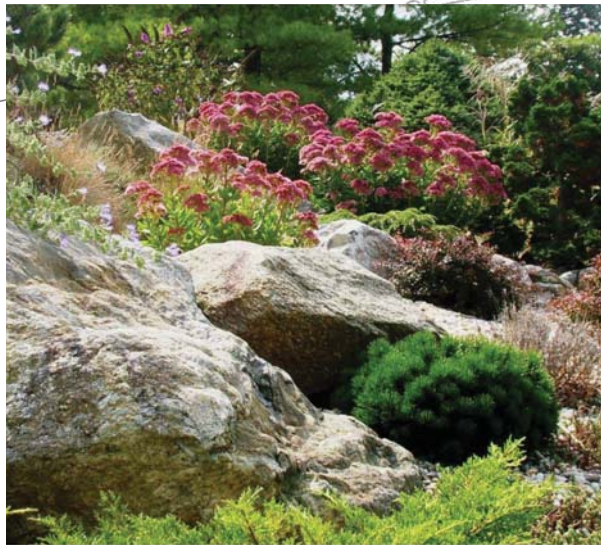
LANDSCAPE LIGHTING

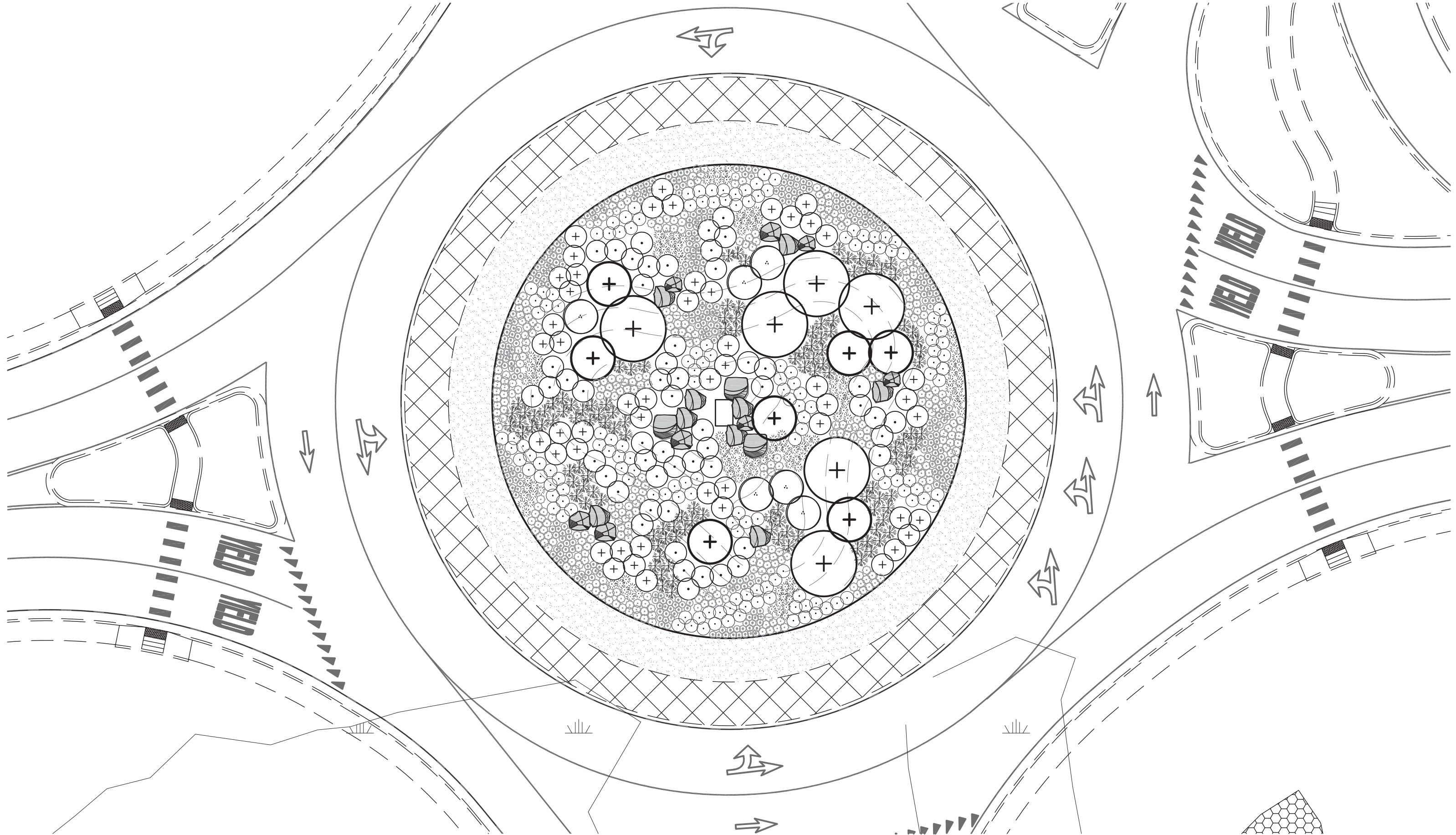
Item	Quantity	Unit	Cost	Total
Tree uplights, sculpture lighting, wiring	1	ea	\$ 12,000.00	\$ 12,000.00
			Subtotal	\$ 12,000.00

SUBTOTAL	\$ 96,877.70
10% Contingency	\$ 9,687.77
TOTAL	\$ 106,565.47

Notes:

1. This is a preliminary estimate based on concepts and will change as designs are developed
2. The estimate does not include tap fees or water use costs.
3. This estimate does not include the electrical connections.
4. This estimate does not include permit fees, traffic control, demo, insurance/bonding costs.







CROSSROADS AND 7TH | ROUNDABOUT - CONCEPT VIEW
JANUARY 2018



7th and Crossroads Roundabout

Landscape & Soil Prep				
Item	Quantity	Unit	Unit Cost	Extension
Soil Prep & grading	9,219	sf	0.26	\$ 2,396.94
Earthwork	502	cy	6	\$ 3,012.00
Evergreen Trees (6-8' height)	12 total 6	ea	440	\$ 2,640.00
Ornamental Trees (1.5" cal or 6' clump)	btwn trees 6	ea	410	\$ 2,460.00
Dec. & Evergreen Shrubs	100	ea	65.72	\$ 6,572.00
Perennial Flowers	500 total 250	ea	14	\$ 3,500.00
Ornamental grasses	btwn 250	ea	14	\$ 3,500.00
Planting Beds	9219	sf	1	\$ 9,219.00
Crusher Fines Apron	3717	sf	0.69	\$ 2,564.73
Landscape boulder & installation	30	tns	598.46	\$ 17,953.80
<i>Subtotal</i>				\$ 53,818.47
DRAINAGE & IRRIGATION				
	Quantity	Unit	Unit Cost	Extension
	9,219	sf	\$1.25	\$ 11,523.75
<i>Subtotal</i>				\$11,523.75
LANDSCAPE LIGHTING				
	Quantity	Unit	Unit Cost	Extension
	1	EA	\$12,000.00	\$ 12,000.00
Subtotal				\$77,342.22
<i>10% Contingency</i>				\$ 7,734.00
Total				\$ 85,076.22

Yellow Highlights show reductions made
by Staff during value engineering process



MEMORANDUM

Date: March 12, 2018
To: Patti Garcia, Acting Town Manager
Mayor & Town Board
From: Eric Lucas, CPRP, Director of Parks, Recreation & Culture
Re: 2018 Brush Site Fees
Item #: C.6.

Background

At a recent Town Board work session on February 26, 2018 Directors from both Public Works and Parks, Recreation & Culture Departments discussed the need to relocate the current brush and recycling center at Diamond Valley Park due to the soon to commence expansion at the park as well as the cost of performing the brush & recycling service.

Staff shared with the Board that the brush and recycling site lost \$26,661 in 2017 and due to anticipated increases in the grinding of the brush we were expecting the financial impact to be a projected loss of \$66,114 in 2018. In an effort to reduce the projected net loss of doing business staff advocated for a variety of options that varied from fee increase to discontinuing brush collection altogether.

After significant discussion, the Board directed staff to provide a recommended increase in fees for commercial recycling and to leave the resident fee unchanged. Based on this direction, staff researched surrounding communities to determine what they are charging for commercial brush recycling.

Surrounding Commercial / Residential Brush Recycling Rates:

- Windsor 2017 Rate: \$7 per cubic yard Commercial / \$3 Resident
- Hageman: Requires a quote and based on weight for commercial. Pickup Truck costs \$10.25
- Larimer County: Commercial based on weight. Resident pickup truck costs \$18
- Loveland: Unable to locate commercial costs. Residents are \$8 per month curbside
- Greeley: No Commercial. Resident pay between \$5 -\$15 depending on the type of material.

Given that we have no scales in place at this time to weigh deliveries (staff estimates the size of each commercial load), and the cost that neighboring communities charge residents it is quite apparent that our commercial rates are very low. In 2017 we collected 19,000 cubic yards of brush for recycling. We estimate that 50% of the brush pile or 9,500 cubic yards was delivered via commercial operators. Given the desire by staff to achieve the following three objectives:

1. Maintain 2017 pricing for residential brush recycling.
2. Reduce or maintain the monetary loss (\$26,661), we are currently experiencing in brush recycling.
3. Reduce the size of the brush pile.

Staff will be recommending that we double the 2018 commercial brush fees to \$14 per cubic yard and leaving the residential rate at \$3 per load (goal #1). As noted in the previous work session, if commercial recycling ceased to exist we should expect to lose \$30,604 in 2018. While we do not anticipate all commercial recycling to end, we do expect that due to the recommended fee increase we will see commercial recycling decrease. This should result in a smaller brush pile (goal #3), which will result in a smaller amount of brush to be ground (goal #2). If commercial recycling does not decrease we will see our revenue increase proportionately. Because we have no way to accurately determine how much brush is in a commercial load it is impossible to accurately determine the exact impact.

With that said, staff will need to be well versed in load estimating as it is imperative that we accurately charge commercial users. Failure to accurately estimate could result in increasing our net loss in this service operation.

Recommendation

Staff is recommending that commercial brush recycling fees be increased to \$14 per cubic yard and adoption of Resolution 2018-28.

Financial Impact

The financial impact will depend upon how much commercial brush recycling occurs in 2018. Staff estimates that the increase from \$7 to \$14 will result in smaller usage by commercial operators (less expenditure) and increased revenue from those commercial operators still choosing to utilize the service. Losses are expected somewhere between \$30,000 and \$50,000.

TOWN OF WINDSOR

RESOLUTION NO. 2018-28

A RESOLUTION APPROVING AN INCREASE IN FEES FOR THE COMMERCIAL USE OF THE TOWN OF WINDSOR'S BRUSH RECYCLING FACILITY, EFFECTIVE APRIL 1, 2018

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

WHEREAS, the Town places high value on environmental stewardship and sustainability; and

WHEREAS, the Town has for many years made a brush recycling facility available for use by the citizens and businesses, at which organic material is deposited for later processing into landscaping mulch; and

WHEREAS, the Town's brush recycling facility been embraced by the community; and

WHEREAS, due to the increased cost of mulch processing and the market for brush recycling services in the region, the Town Board has concluded that the existing fees charged commercial users for brush recycling services are inadequate; and

WHEREAS, the Town Board has considered the matter, and has concluded that an increase in brush recycling fees for commercial users is in the public interest.

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

1. Effective April 1, 2018, commercial loads delivered to the Town's brush recycling facility will be assessed a fee of fourteen dollars (\$14.00) per cubic yard.
2. The rates for residential loads delivered to the Town's brush recycling facility will remain unchanged at three dollars (\$3.00) per cubic yard.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 12th day of March, 2018.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk



MONTHLY FINANCE REPORT

Volume 7, Issue 1
January 2018

OVERVIEW

- The base 3.2% collections and the .75% expansion collections were both well above the monthly budget requirement for January.
- In January 2018 Construction Use Tax collections totaled \$197,423 or 5.48% of the annual budget.
- 48 business licenses were issued in January, of which 31 were sales tax vendors. 28 retail licenses closed in January.

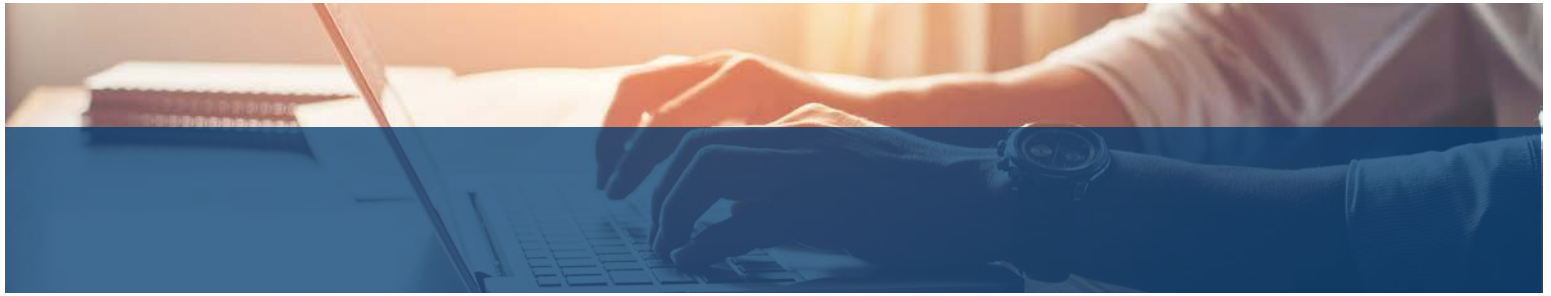


INSIDE THIS ISSUE

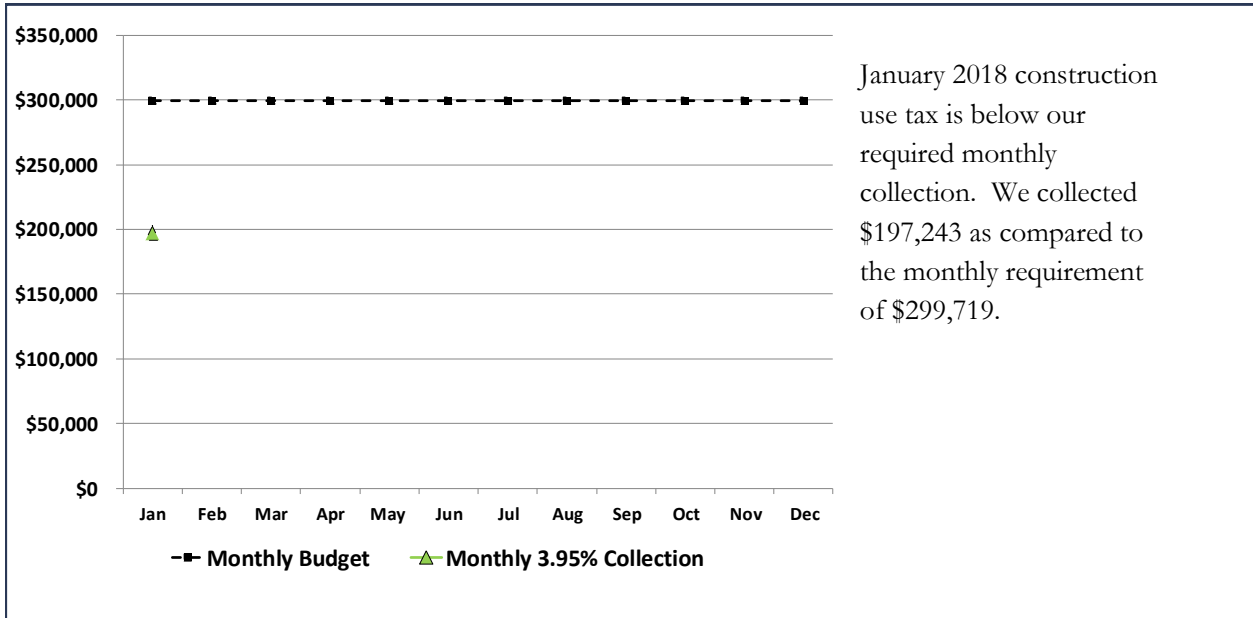
SALES, USE AND PROPERTY TAX	2
YEAR-TO-DATE SALES TAX	4
ALL FUND EXPENDITURES	5
GENERAL FUND EXPENDITURES	6
CAPITAL PROJECT STATUS	7

VILLAGE EAST PARK DEVELOPMENT

Village East Park design and construction is budgeted for \$866,000 in the Town's 2018 budget. The neighborhood meetings are reflected in these pictures giving the users of the park the ability to participate in the design.



BUILDING PERMITS AND CONSTRUCTION USE TAX



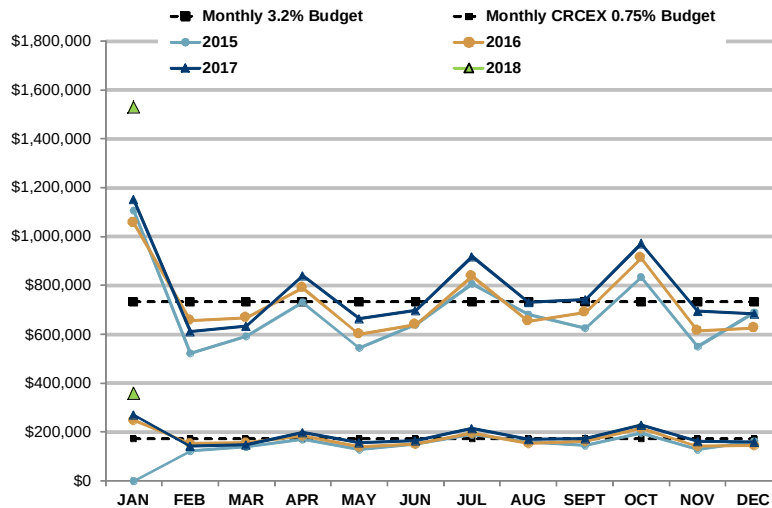
SALES, USE AND PROPERTY TAX UPDATE

Benchmark = 8%	Sales Tax	Construction Use Tax	Property Tax	Combined
Budget 2018	\$8,811,525	\$2,927,304	\$5,977,104	\$17,715,933
Actual 2018	\$1,531,025	\$159,792	(\$472)	\$1,690,345
% of Budget	17.38%	5.46%	-0.01%	9.54%
Actual Through January 2017	\$1,150,185	\$146,611	\$0	\$1,296,796
Change From Prior Year	33.11%	8.99%	#DIV/0!	30.35%
CRC Expansion Budget 2018	\$2,088,731	\$669,300		\$2,758,031
CRC Expansion Actual 2018	\$359,129	\$37,451		\$396,580
CRC Expansion % of Budget	17.19%	5.60%		14.38%

Ideally at the end of the first month of the year you want to see 8% collection rate on your annual budget number. We have exceeded that benchmark in sales tax but are behind in use and property tax collections. Property tax collections will catch up in the coming months and be at almost 100% by July.

JANUARY 2018

Sales Tax Collections in Dollars



Total sales tax collections for the month of January were 33.11% or \$470,173 higher than January 2016.

The monthly 3.2% collection benchmark is \$734,294. Collections for January 2018 came in at \$1,531,025.

CRC Expansion sales tax collection for January 2018 was \$359,129. The benchmark monthly collection to meet the budgeted projections is \$174,061.

MONTH HIGHLIGHTS

January is historically our biggest sales tax collection month. Collections include monthly, quarterly and annual filers. Additionally, January 2018 included a one time sale at Vestas which generated \$260,700 in sales tax. That collection aside, January 2018 collections are still higher than January 2017. This is a good start to 2018.

Of course this one sale put our industry sector well above January 2017. With the exception of Utilities and Lodging, all of our other sectors were ahead of January 2017.

LOOKING FORWARD

3.2% COLLECTIONS

The town budgeted \$8.8M for this portion of sales tax for 2018 making our average monthly collection requirement \$734,294. January collections were above this mark at \$1,531,025.

.75% COLLECTIONS

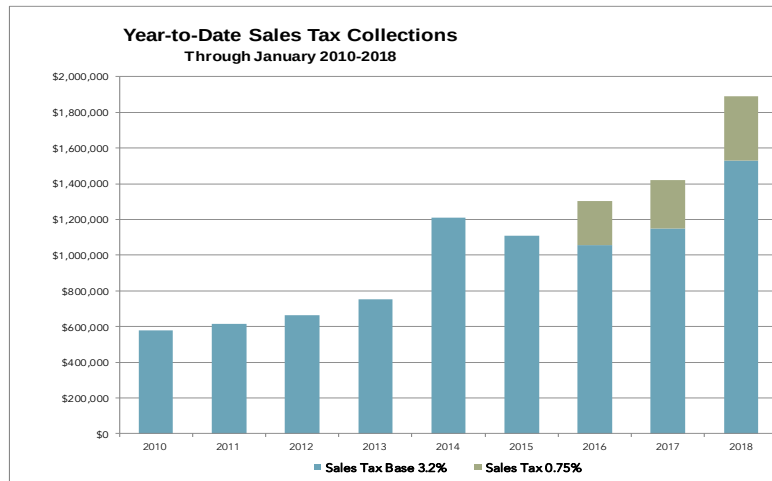
This is the fourth year of collecting this portion of the tax. Our monthly budget requirement is \$174,061. We collected \$359,129 in January.

3.95% TOTAL

For 2018 we budgeted \$10.9M in total for the combined 3.95% sales tax rate. Through January we have collected \$1.8M.

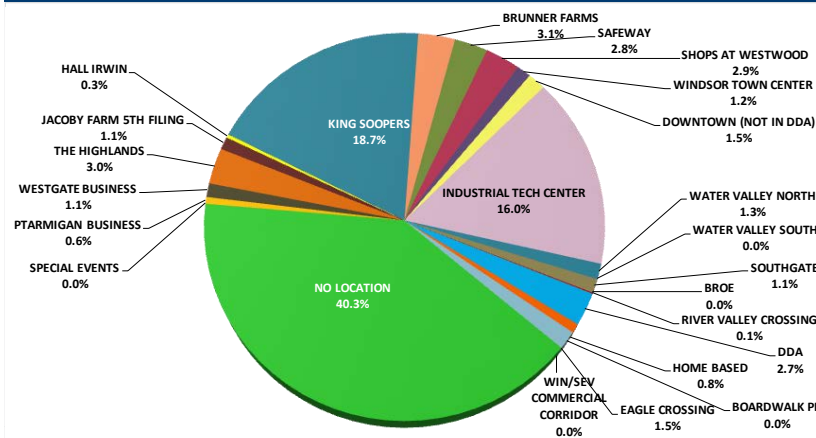


YEAR-TO-DATE SALES TAX COLLECTIONS



January year-to-date collections are up over 2017 collections by 33% or \$470,173.

SALES TAX REVENUE BY GEO CODE



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

YEAR-TO-DATE SALES TAX

- The Highlands, Shops at Westwood, Jacoby Farm, King Soopers and Brunner Farm locations codes had the largest percentage gain over 2017. The Safeway Center is also showing a strong gain of 10% over 2017.
- The Highlands includes the area on Crossroads north of the Walmart center. Shops at Westwood is the south side of Main street from 11th to 15th. Jacoby Farms includes Main Street west of King Soopers to County Line Rd. Brunner Farm covers the north side of Main Street from 11th to 15th.

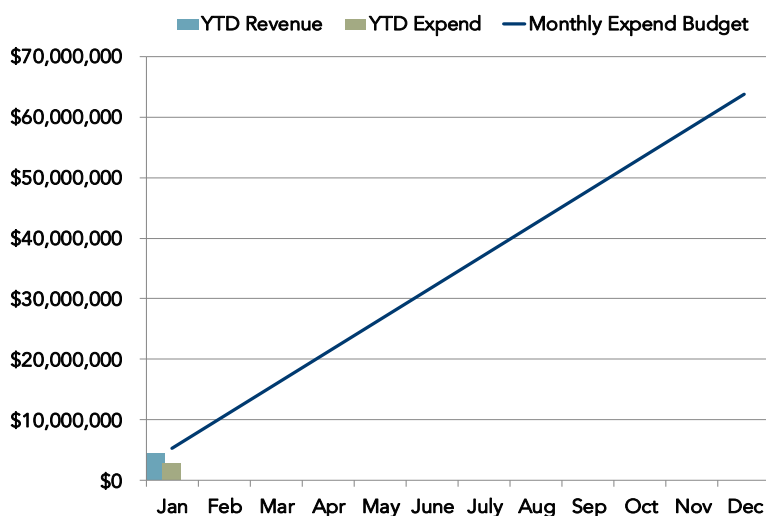


GENERAL FUND EXPENDITURES

General Fund operating expenditures are slightly ahead of the 8% budget benchmark through January. This is not uncommon as we pay many bills in a large lump sum in January that cover the entire year.

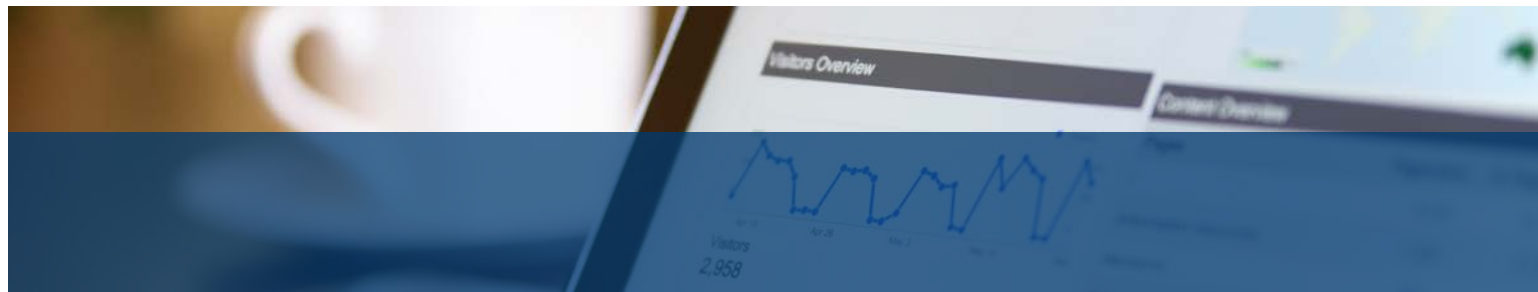
	Department	Current Month	YTD Actual	2018 Budget	% of Budget
410	Town Clerk/Customer Service	\$56,438	\$56,438	\$734,755	7.7%
411	Mayor & Board	\$82,922	\$82,922	\$653,131	12.7%
412	Municipal Court	\$444	\$444	\$20,848	2.1%
413	Town Manager	\$160,280	\$160,280	\$375,472	42.7%
415	Finance	\$59,928	\$59,928	\$816,538	7.3%
416	Human Resources	\$49,608	\$49,608	\$608,590	8.2%
417	Communications	\$20,682	\$20,682	\$298,874	6.9%
418	Legal Services	\$26,739	\$26,739	\$454,750	5.9%
419	Planning	\$53,813	\$53,813	\$722,623	7.4%
420	Economic Development	\$29,977	\$29,977	\$351,593	8.5%
421	Police	\$475,050	\$475,050	\$4,510,605	10.5%
428	Recycling	\$1,167	\$1,167	\$85,111	1.4%
429	Streets	\$103,833	\$103,833	\$1,596,592	6.5%
430	Public Services	\$33,285	\$33,285	\$390,203	8.5%
431	Engineering	\$88,326	\$88,326	\$909,223	9.7%
432	Cemetery	\$11,726	\$11,726	\$157,242	7.5%
433	Community Events	\$4,507	\$4,507	\$147,990	3.0%
450	Forestry	\$36,671	\$36,671	\$410,133	8.9%
451	Recreation Programs	\$144,010	\$144,010	\$1,833,152	7.9%
452	Pool/Aquatics	\$19,575	\$19,575	\$345,782	5.7%
453	Open Space/Trails	\$2,541	\$2,541	\$131,751	1.9%
454	Parks	\$120,227	\$120,227	\$1,474,282	8.2%
455	Safety/Loss Control	\$1	\$1	\$8,950	0.0%
456	Art & Heritage	\$32,768	\$32,768	\$377,517	8.7%
457	Town Hall	\$30,801	\$30,801	\$460,826	6.7%
	Total General Fund Operations	\$1,645,319	\$1,645,319	\$17,876,535	9.2%

COMBINED REVENUE AND EXPENDITURES



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

Our monthly budgeted total expenditures equal \$5,318,776. In January we collected \$4,433,073 in total revenue.



ALL FUNDS EXPENSE CHART

Benchmark = 8%

<u>General Government</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2018 Budget</u>	<u>% of Budget</u>
General Fund	\$1,645,319	\$1,645,319	\$17,876,535	9%
Special Revenue (PIF, CTF, CRC)	\$133,091	\$133,091	\$6,891,057	2%
Community Rec. Center Expansion	\$115,375	\$115,375	\$2,868,243	4%
Internal Service	\$379,383	\$379,383	\$3,433,952	11%
Other Entities (WBA, Ec Dev Inc)	\$24,180	\$24,180	\$290,165	8%
Sub Total Gen Govt Operations	\$2,297,348	\$2,297,348	\$31,359,952	7%
<u>Enterprise Funds</u>				
Water-Operations	\$189,157	\$189,157	\$4,962,937	4%
Sewer-Operations	\$134,019	\$134,019	\$2,280,482	6%
Drainage-Operations	\$54,292	\$54,292	\$601,944	9%
Sub Total Enterprise Operations	\$377,468	\$377,468	\$7,845,363	5%
Operations Total	\$2,674,816	\$2,674,816	\$39,205,315	7%

plus transfers to CIF and Non-Potable for loan

Operations expenditures are at 7% of the annual budget.

<u>General Govt Capital</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2018 Budget</u>	<u>% of Budget</u>
Capital Improvement Fund	\$40,698	\$40,698	\$11,860,615	0%
<u>Enterprise Fund Capital</u>				
Water	\$324	\$324	\$8,538,262	0%
Sewer	\$324	\$324	\$3,827,625	0%
Drainage	\$0	\$0	\$393,500	0%
Sub Total Enterprise Capital	\$648	\$648	\$12,759,387	0%
Capital Total	\$41,346	\$41,346	\$24,620,002	0%
Total Budget	\$2,716,162	\$2,716,162	\$63,825,317	4%

Through January, operating and capital expenditure combined to equal 7% of the 2018 Budget.

ALL FUNDS EXPENDITURES

We are slightly under our operating budget for the year. The general fund and internal service funds are slightly ahead of the pace which is not uncommon for January and will even out as the year progresses.

JANUARY 2018

MAJOR CAPITAL PROJECT STATUS CHART *as of December 31, 2017*

WINDSOR
as of FEBRUARY 1st, 2018

TOWN OF WINDSOR 2018 MAJOR CAPITAL PROJECT STATUS

arranged by reporting department

	2018 Projects	2018 Budget	Spent YTD	Dept.	Multi-Yr	Est. Start Process	Actual Start	% Complete	Est. Complete	Actual Complete
1	The Mill Public Improvement placeholder	1,840,000	\$0	KA	2018	TBD		0%	Dec 31	
2	Generator & Enclosure	300,000	\$0	Fin	2018	Jun 1		2%	Oct 1	
3	Harmony-WCR 74 Corridor Joint Study	35,000	\$0	Eng DW	2018	Mar		0%	Oct	
4	300 Block Main St parking & bulbouts	227,100	\$0	Eng DW	2018	July		0%	Nov	
5	SH 257 Roundabout	750,000	\$0	Eng DW	2017-2018	Mar 15		0%	May 15	
6	SH 392/LCR 5 intersection study	50,000	\$0	Eng DW	2018	May		0%	Aug	
7	Water Line Interconnect with FCLWD	11,000	\$0	Eng DW	2018	Aug		5%	Oct 15	
8	Sewer Interceptor to Hwy 257 & Harmony Rd	3,000,000	\$0	Eng DW	2018-2021	Oct 15		5%	2019	
9	Cemetery drive way & parking lots	345,000	\$0	Eng CT	2018	May 1		10%	Jul 1	
10	Boardwalk parking lot slurry/stripe	31,000	\$0	Eng CT	2018	Jun 1		0%	Sep 1	
11	Eastman Park parking lot slurry/stripe	35,000	\$0	Eng CT	2018	Jun 1		0%	Sep 1	
12	Street Maintenance (overlay)	1,854,000	\$0	Eng CT	2018	Mar 15		15%	Nov 1	
13	Street Maintenance (crack seal, chip seal)	721,000	\$0	Eng CT	2018	Feb 1		25%	Sep 1	
14	RR xing Improvements WCR 17	60,000	\$0	Eng CT	2018	May 1		0%	Aug 15	
15	Main St sidewalk E of Chimney Pk Dr	45,000	\$0	Eng CT	2018	Jul 1		0%	Sep 1	
16	Water Line Replacements	910,000	\$0	Eng CT	2018	Jun 1st		40%	Nov-17	
17	Cemetery Storm Line Extension	40,000	\$0	Eng CT	2017-2018	Mar 15		90%	May 15	
18	Crossroads Blvd. Extension Design joint w/grant	450,000	\$0	Eng OH	2018	Feb		5%	Oct	
19	County Line Road Mitigation	450,000	\$0	Eng OH	2016-2018	Nov/17	Nov '17	85%	May 15	
20	Crossroads Blvd. Swale Improvement	115,000	\$0	Eng OH	2018	Mar 15		5%	May 15	
21	Diamond Valley East Access Improvements	40,000	\$0	Eng OH	2018	Oct 15		0%	Nov 15	
22	Water Transmission Line to N Weld Co	2,863,000	\$0	Eng OH	2017-2018	Mar 15	Jun '17	30%	Dec 31	
23	Windsor Lake - West shoreline rip-rap	85,000	\$0	Eng DR	2018	Nov 1		0%	Dec 1	
24	Chestnut St. to Eastman Pk Dr Drainage Imp. Design	227,000	\$0	Eng DR		Apr 15		0%	Dec 1	
25	Chimney Park Detention Pond Ph 2	126,500	\$0	Eng DR	2017-2018	Apr 15	May '17	45%	Aug 15	
26	Diamond Valley Field Phase Development	3,600,000	\$0	Pks/EL	2017-2019	May 1		2%	into 2019	
27	Main Pk Playground Replacement	400,000	\$0	Pks Mgr	2018	Jun 1		1%	Aug 15	
28	Village East Park Development	866,000	\$0	Pks/TF	2018	Jun 1		2%	Aug 15	
29	Poudre Tr Maintenance TAP grant project	20,000	\$0	Pks/WW	2018	Aug 1		25%	Oct 1	
30	Windsor Tr Highland Meadows Pkwy	165,000	\$0	Pks/WW	2017-2018	Jun 1		0%	Aug 1	
31	Windsor Tr #2 Ditch Tr -15th St to River Bluffs OS	50,000	\$0	Pks/WW	2018-2019	May 1		0%	2019	
32	7th Street & Crossroads landscaping	70,000	\$0	Pks/KK	2018	May 1		1%	Jul1	
33	Eastman Pk Doc for special events investment	15,000	\$0	Pks/TF	2018	Apr 1		0%	Jul 1	
34	Automate splitter box E of Chimney Pk	70,000	\$0	Pks/WW	2016-2018	May 15		0%	Jul 15	
35	Purchase Creamery for Mother statue	77,000	\$0	Pks/LB	2018	Jan	Jan	15%	Jun 1	
36	Sewer Line Rehab	89,625	\$0	P Wks	2018	Jul 1st		0%	end Aug	
37	Manhole Rehab	32,000	\$0	P Wks	2018	Jul 1st		0%	end Aug	
38	Lift Station #5 Replacement	500,000	\$0	DM P Wks	2017-2018	Apr/17	Apr '17	8%	Jul 1	
39	Repl. #38,66,44,107,34,45,16,115, and leasing for units 35, 94, 52, & 19 new Streets PU, broce broom, turf utility vehicle Pks, new Rec PU, 2 new PD vehicles, new Parks vehicle	637,500	\$0	P Wks	2018	TBD			TBD	
	Color key for funds =	PIF	CTF	CIF	WF	NPWF	SF	SDF	FF	ITF

2019 Budget Calendar

August 20, 2018	Revenue and propose five-year Capital Improvement Plan in work session with Town Board.
August 16, 2018	Discuss personnel for 2019 with Directors of Finance and Human Resources, Town Manager, and Budget Analyst.
September 1— 29, 2018	Town Manager and Director of Finance meet with Department Heads to review initial requests.
October 13, 2018	Work session with Town Board and Department Heads to discuss 2019 Operating Budget.
October 22, 2018	Town Board work session to review any remaining questions on the 2019 Budget.
November 26, 2018	Director of Finance presents highlights and summary of 2019 Budget at Regular Town Board Meeting. Public Hearing and Adoption of 2019 Budget.
December 15, 2018	Final mill levy certified to both Weld and Larimer County Commissioners.



ADDITIONAL INFORMATION CAN BE FOUND AT

windsorgov.com/finance | 970-674-2400



Subdivision	Subdivision Final Acceptance	04-429-8445 Street/Concrete/Dirtwork Capital Improvement Fund	06-471-8453 Water Lines Water Fund	06-471-8411 Raw Water	07-481-8453 Sanitary Sewer Sewer Fund	08-483-8458 Storm Sewer Storm Drain Fund	Total
Highlands Industrial Park Subdivision 2nd Filing, Block 3, Lots 3 and 4	3/21/17	\$7,557.38					\$7,557.38
Jacoby Farm 2nd, Ph 2-4	3/21/17	\$1,421,324.00	\$258,879.95		\$150,865.70	\$18,523.95	\$1,849,593.60
Town of Windsor Sub	5/24/17	\$12,820.00					\$12,820.00
Windsor Commons 3rd Filing, Lot 2, Block 2	6/14/17	\$11,389.41					\$11,389.41
Westwood Village 6th - Site Plan	7/20/17	\$4,814.00	\$52,800.00		\$15,000.00	\$33,425.00	\$106,039.00
Highland Meadows Golf Course, Phase 9B	9/21/17	\$106,559.00					\$106,559.00
Winter Farm 3rd Filing, Phases 1 & 2	10/30/17	\$2,896,514.93	\$607,771.22		\$736,576.26	\$183,818.85	\$4,424,681.26
Jacoby Farm 2nd, Ph 2-6	12/19/17	\$505,460.00	\$197,981.35		\$76,538.35		\$779,979.70
Windsor Commons 3rd Filing, Lot 1, Block 1; 1 share NPI	2/13/17			\$95,000.00			\$95,000.00
Rocky Ridge Land Co.: 8 shares NPI	3/22/17			\$760,000.00			\$760,000.00
Rocky Ridge Land Co.: 8 shares NPI	7/12/17			\$760,000.00			\$760,000.00
Rocky Ridge Land Co.: 8 shares NPI	8/16/17			\$760,000.00			\$760,000.00
Grasslands Park Subdivision, Tract C; 1 share NPI	11/3/17			\$95,000.00			\$95,000.00
South Hill Subdivision 6th Filing; 16 shares CBT	11/9/17			\$443,200.00			\$443,200.00
2017 TOTAL		\$4,966,438.72	\$1,117,432.52	\$2,913,200.00	\$978,980.31	\$235,767.80	\$10,211,819.35

TOWN OF WINDSOR

RESOLUTION NO. 2018-29

BEING A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF WINDSOR, COLORADO, FOR 2017.

WHEREAS, the Town of Windsor adopted the annual budget in accordance with the Local Government Budget Law, on November 28, 2016; and

WHEREAS, the Town of Windsor has received unanticipated revenues and incurred expenditures not assured at the time of the adoption of the 2017 Budget; and

WHEREAS, the Town's Home Rule Charter authorizes supplemental appropriations under the circumstances referred to herein.

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

SECTION 1. That the 2017 appropriation for the **GENERAL FUND** Revenue is hereby increased from \$25,736,834 to \$26,644,550 and Expenditures from \$16,266,902 to \$16,474,953 for the purposes shown below.

ACCT #	ACCOUNT	DESCRIPTION	ORIGINAL 2017 BUDGET	2017 SUPPLEMENT	2017 REVISED TOTAL
GENERAL FUND					
01-	REVENUE				
000-4313-000	Sales Tax	Sales Tax in excess of budget	\$4,691,501.85	\$670,131.20	\$5,361,633.05
000-4322-000	Building Permits	Building permits in excess of budget	\$237,729.57	\$237,584.30	\$475,313.87
TOTAL GENERAL FUND REVENUE			\$4,929,231.42	\$907,715.50	\$5,836,946.92
EXPENSES					
452-5112-000	Wages/Part Time	Aquatic personnel in excess of budget	\$106,115.00	\$55,941.85	\$162,056.85
428-6228-000	Brush Removal / Compost	Brush recycling	\$35,000.00	\$25,681.57	\$60,681.57
418-6253-500	Contract Services	NonPotable Attorney for legal counsel	\$10,000.00	\$67,923.92	\$77,923.92
419-6289-000	Credit Card Processing Fee	Planning credit card fees	\$0.00	\$22,266.19	\$22,266.19
451-6289-000	Credit Card Processing Fee	Recreation credit card fees	\$0.00	\$36,237.28	\$36,237.28
TOTAL GENERAL FUND EXPENSES			\$151,115.00	\$208,050.81	\$359,165.81

SECTION 2. That the 2017 appropriation for the **PARK IMPROVEMENT FUND** Revenue is hereby increased from \$8,130,566 to \$9,318,432 and Expenditures from \$283,286 to \$1,203,110 for the purposes shown below.

ACCT #	ACCOUNT	DESCRIPTION	ORIGINAL 2017 BUDGET	2017 SUPPLEMENT	2017 REVISED TOTAL
PARK IMPROVEMENT FUND					
02-	REVENUE				
000-4358-000	Community Park Fees	Fees in excess of budget	\$565,727.80	\$620,018.20	\$1,185,746.00
000-4387-000	Neighborhood Park Fees	Fees in excess of budget	\$1,190,514.76	\$567,848.24	\$1,758,363.00
TOTAL PARK IMP FUND REVENUE			\$1,756,242.56	\$1,187,866.44	\$2,944,109.00
EXPENSES					
454-7377-467	Transfer to Water/NP Fund	1/2 purchase of 56 non-potable water shares	\$0.00	\$919,824.00	\$919,824.00
TOTAL PARK IMP FUND EXPENSES			\$0.00	\$919,824.00	\$919,824.00

SECTION 3. That the 2017 appropriation for the **CAPITAL IMPROVEMENT FUND** Revenue is hereby increased from \$24,664,422 to \$29,630,861 and Expenditures from \$13,447,950 to \$18,414,389 for the purposes shown below.

ACCT #	ACCOUNT	DESCRIPTION	ORIGINAL 2017 BUDGET	2017 SUPPLEMENT	2017 REVISED TOTAL
CAPITAL IMP FUND					
04-	REVENUE				
000-4370-000	Developer Contributions	Subdivision Infrastructure Final Acceptance	\$0.00	\$4,966,438.72	\$4,966,438.72
TOTAL CAPITAL IMP FUND REVENUE			\$0.00	\$4,966,438.72	\$4,966,438.72
	EXPENSES				
429-7234-000	Developer Reimbursements	Subdivision Infrastructure Final Acceptance	\$0.00	\$4,966,438.72	\$4,966,438.72
TOTAL CAPITAL IMP FUND EXPENSES			\$0.00	\$4,966,438.72	\$4,966,438.72

SECTION 4. That the 2017 appropriation for the **WATER FUND** Revenue is hereby increased from \$26,159,599 to \$31,673,268 and Expenditures from \$11,805,740 to \$17,715,595 for the purposes shown below.

ACCT #	ACCOUNT	DESCRIPTION	ORIGINAL 2017 BUDGET	2017 SUPPLEMENT	2017 REVISED TOTAL
WATER FUND					
06-	REVENUE				
000-4352-000	Plant Investment Fees	Plant Investment Fees In excess of budget 16 CBT and 26 NPI shares accepted from developers	\$1,927,030.08	\$563,212.89	\$2,490,242.97
000-4353-000	Developer Raw Water Fees		\$1,550,889.00	\$2,913,200.00	\$4,464,089.00
000-4367-000	Developer Contributions	Subdivision Infrastructure Final Acceptance	\$0.00	\$1,117,432.52	\$1,117,432.52
000-4375-000	Transfer from Park Imp Fund	1/2 purchase of 56 non-potable water shares	\$0.00	\$919,824.00	\$919,824.00
TOTAL WATER FUND REVENUE			\$3,477,919.08	\$5,513,669.41	\$8,991,588.49
	EXPENSES				
471-6289-000	Credit Card Processing Fee	Water credit card fees 16 CBT and 26 NPI shares accepted from developers	\$0.00	\$39,573.98	\$39,573.98
471-8411-000	Water Rights		\$2,982,227.00	\$2,913,200.00	\$5,895,427.00
471-8453-000	Transmission Mains	Subdivision Infrastructure Final Acceptance	\$231,000.00	\$1,117,432.52	\$1,348,432.52
484-8494-000	Non-Potable Water Shares	31 shares New Cache La Poudre Irrigating Company; 24 shares Cache La Poudre Reservoir Company; 1 million cu. ft. of Fossil Creek Reservoir	\$0.00	\$1,839,648.00	\$1,839,648.00
TOTAL WATER FUND EXPENSES			\$3,213,227.00	\$5,909,854.50	\$9,123,081.50

SECTION 5. That the 2017 appropriation for the **SEWER FUND** Revenue is hereby increased from \$14,957,906 to \$15,936,886 and Expenditures from \$6,575,659 to \$7,574,426 for the purposes shown below.

ACCT #	ACCOUNT	DESCRIPTION	ORIGINAL 2017 BUDGET	2017 SUPPLEMENT	2017 REVISED TOTAL
SEWER FUND					
07-	REVENUE				
000-4367-000	Developer Contributions	Subdivision Infrastructure Final Acceptance	\$0.00	\$978,980.31	\$978,980.31
TOTAL SEWER FUND REVENUE			\$0.00	\$978,980.31	\$978,980.31
	EXPENSES				
481-6289-000	Credit Card Processing Fee	Sewer credit card fees	\$0.00	\$19,786.99	\$19,786.99
481-8453-000	Transmission Mains	Subdivision Infrastructure Final Acceptance	\$0.00	\$978,980.31	\$978,980.31
TOTAL SEWER FUND EXPENSES			\$0.00	\$998,767.30	\$998,767.30

SECTION 6. That the 2017 appropriation for the **STORM DRAIN FUND** Revenue is hereby increased from \$2,093,999 to \$2,329,767 and Expenditures from \$1,069,340 to \$1,311,703 for the purposes shown below.

ACCT #	ACCOUNT	DESCRIPTION	ORIGINAL 2017 BUDGET	2017 SUPPLEMENT	2017 REVISED TOTAL
STORM DRAIN FUND					
08-	REVENUE				
000-4367-000	Developer Contributions	Subdivision Infrastructure Final Acceptance	\$0.00	\$235,767.80	\$235,767.80
TOTAL STORM DRAIN FUND REVENUE			\$0.00	\$235,767.80	\$235,767.80
	EXPENSES				
483-6289-000	Credit Card Processing Fee	Storm Drainage credit card fees	\$0.00	\$6,595.67	\$6,595.67
483-8458-000	Drainage Improvements	Subdivision Infrastructure Final Acceptance	\$370,000.00	\$235,767.80	\$605,767.80
TOTAL STORM DRAIN FUND EXPENSES			\$370,000.00	\$242,363.47	\$612,363.47

SECTION 7. That the 2017 appropriation for the **INFORMATION TECHNOLOGY FUND** Revenue is hereby increased from \$1,532,981 to \$1,587,128 and Expenditures from \$1,467,278 to \$1,521,425 for the purposes shown below.

ACCT #	ACCOUNT	DESCRIPTION	ORIGINAL 2017 BUDGET	2017 SUPPLEMENT	2017 REVISED TOTAL
INFORMATION TECHNOLOGY FUND					
11-	REVENUE				
000-4368-000	Miscellaneous Revenue	Credit Card fees	\$80,000.00	\$54,147.22	\$134,147.22
TOTAL INFORMATION TECHNOLOGY FUND REVENUE			\$80,000.00	\$54,147.22	\$134,147.22
11-	EXPENSES				
492-6289-000	Credit Card Processing	Fees in excess of budget	\$80,000.00	\$54,147.26	\$134,147.26
TOTAL INFORMATION TECHNOLOGY FUND EXPENSES			\$80,000.00	\$54,147.26	\$134,147.26

SECTION 8. That the 2017 appropriation for the **FACILITY SERVICE FUND** Expenditures are hereby increased from \$854,875 to \$877,213 for the purposes shown below.

ACCT #	ACCOUNT	DESCRIPTION	ORIGINAL 2017 BUDGET	2017 SUPPLEMENT	2017 REVISED TOTAL
FACILITY SERVICES FUND					
17-	EXPENSES				
497-6253-000	Contract Services	Additional HVAC repairs CRC/Town Hall	\$107,500.00	\$22,338.08	\$129,838.08
TOTAL FACILITY SERVICES FUND EXPENSES			\$107,500.00	\$22,338.08	\$129,838.08

SECTION 9. That the 2017 appropriation for the **ECONOMIC DEVELOPMENT INCENTIVE FUND** Expenditures are hereby increased from \$0.00 to \$81,678.33 for the purposes shown below.

ACCT #	ACCOUNT	DESCRIPTION	ORIGINAL 2017 BUDGET	2017 SUPPLEMENT	2017 REVISED TOTAL
ECONOMIC DEVELOPMENT INCENTIVE FUND					
20-	EXPENSES				
435-7373-000	Interfund Transfer	Incentives/fee waivers Advanced Roofing Technologies; Brands East; CenterPointe Development	\$0.00	\$81,678.33	\$81,678.33
TOTAL ECONOMIC DEVELOPMENT EXPANSION FUND EXPENSES			\$0.00	\$81,678.33	\$81,678.33

SECTION 10. That the 2017 appropriation for the **COMMUNITY RECREATION CENTER EXPANSION FUND** Revenue is hereby increased from \$7,153,418 to \$7,873,744 and Expenditures from \$2,509,793 to \$2,878,767 for the purposes shown below.

ACCT #	ACCOUNT	DESCRIPTION	ORIGINAL 2017 BUDGET	2017 SUPPLEMENT	2017 REVISED TOTAL
COMMUNITY RECREATION CENTER EXPANSION FUND					
21-	REVENUE				
000-4318-000	Construction Use Tax	Construction Use Tax in excess of budget	\$485,284.98	\$290,594.35	\$775,879.33
000-4346-000	Recreation Revenue	Recreation Revenue in excess of budget	\$861,225.00	\$429,731.24	\$1,290,956.24
TOTAL COMMUNITY RECREATION CENTER EXPANSION FUND REVENUE			\$1,346,509.98	\$720,325.59	\$2,066,835.57
EXPENSES					
493-5112-000	Wages/Part Time	Regular part-time, pool admissions, swim lessons, child care	\$277,715.00	\$121,716.44	\$399,431.44
493-6253-142	Contract Services	Personal Trainer	\$0.00	\$38,958.20	\$38,958.20
493-6289-000	Credit Card Processing Fee	CRC credit card fees	\$0.00	\$9,687.11	\$9,687.11
493-8420-000	Building & Structures	Camera System, cabinet replacement	\$0.00	\$102,849.43	\$102,849.43
493-8431-000	Furniture & Fixtures	Evergreen Room AV system	\$0.00	\$25,871.87	\$25,871.87
493-8440-000	Machinery & Equipment	Equipment for Evergreen room	\$0.00	\$69,890.55	\$69,890.55
TOTAL COMMUNITY RECREATION CENTER EXPANSION FUND EXPENSES			\$277,715.00	\$368,973.60	\$646,688.60

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 12th day of March, 2018.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk



MONTHLY FINANCE REPORT

Volume 7, Issue 1
January 2018

OVERVIEW

- The base 3.2% collections and the .75% expansion collections were both well above the monthly budget requirement for January.
- In January 2018 Construction Use Tax collections totaled \$197,423 or 5.48% of the annual budget.
- 48 business licenses were issued in January, of which 31 were sales tax vendors. 28 retail licenses closed in January.

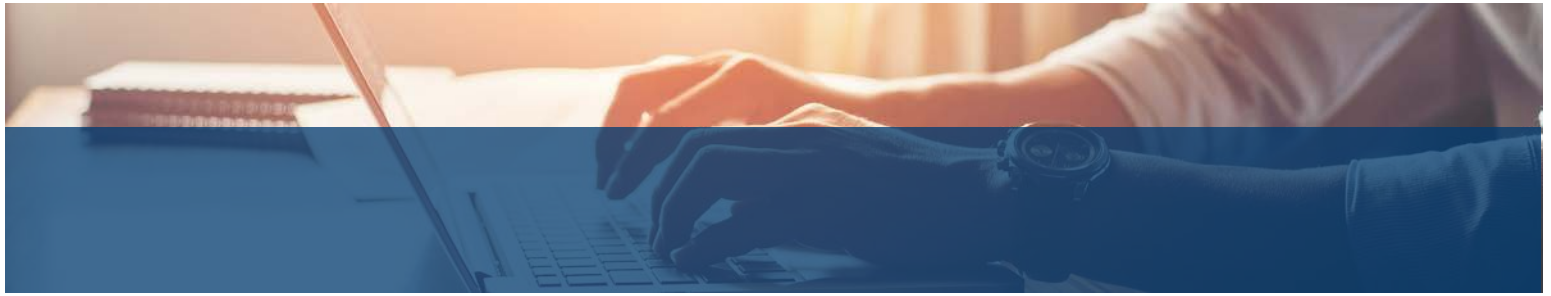


INSIDE THIS ISSUE

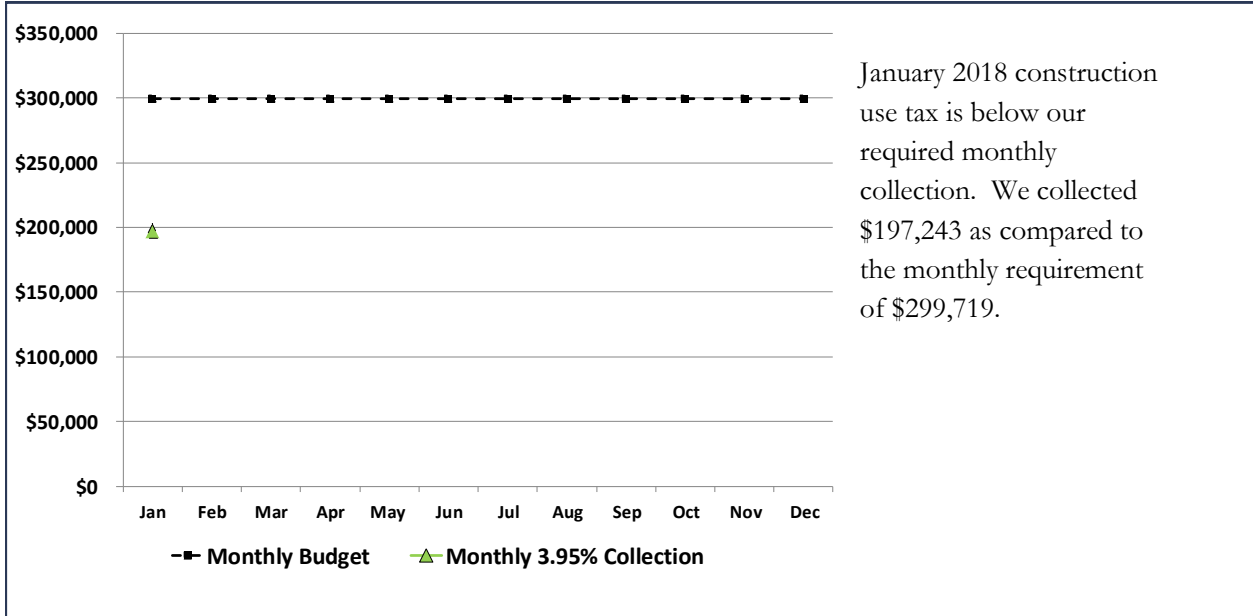
SALES, USE AND PROPERTY TAX	2
YEAR-TO-DATE SALES TAX	4
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GENERAL FUND EXPENDITURES	6
CAPITAL PROJECT STATUS	7

VILLAGE EAST PARK DEVELOPMENT

Village East Park design and construction is budgeted for \$866,000 in the Town's 2018 budget. The neighborhood meetings are reflected in these pictures giving the users of the park the ability to participate in the design.



BUILDING PERMITS AND CONSTRUCTION USE TAX



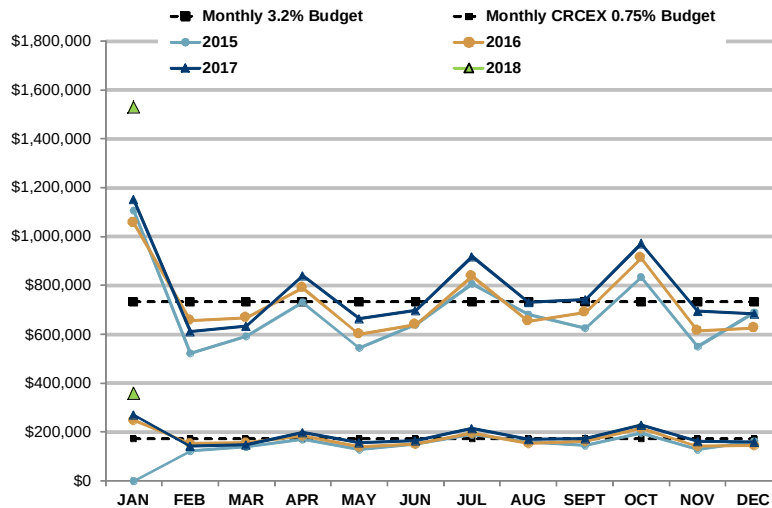
SALES, USE AND PROPERTY TAX UPDATE

Benchmark = 8%	Sales Tax	Construction Use Tax	Property Tax	Combined
Budget 2018	\$8,811,525	\$2,927,304	\$5,977,104	\$17,715,933
Actual 2018	\$1,531,025	\$159,792	(\$472)	\$1,690,345
% of Budget	17.38%	5.46%	-0.01%	9.54%
Actual Through January 2017	\$1,150,185	\$146,611	\$0	\$1,296,796
Change From Prior Year	33.11%	8.99%	#DIV/0!	30.35%
CRC Expansion Budget 2018	\$2,088,731	\$669,300		\$2,758,031
CRC Expansion Actual 2018	\$359,129	\$37,451		\$396,580
CRC Expansion % of Budget	17.19%	5.60%		14.38%

Ideally at the end of the first month of the year you want to see 8% collection rate on your annual budget number. We have exceeded that benchmark in sales tax but are behind in use and property tax collections. Property tax collections will catch up in the coming months and be at almost 100% by July.

JANUARY 2018

Sales Tax Collections in Dollars



Total sales tax collections for the month of January were 33.11% or \$470,173 higher than January 2016.

The monthly 3.2% collection benchmark is \$734,294. Collections for January 2018 came in at \$1,531,025.

CRC Expansion sales tax collection for January 2018 was \$359,129. The benchmark monthly collection to meet the budgeted projections is \$174,061.

MONTH HIGHLIGHTS

January is historically our biggest sales tax collection month. Collections include monthly, quarterly and annual filers. Additionally, January 2018 included a one time sale at Vestas which generated \$260,700 in sales tax. That collection aside, January 2018 collections are still higher than January 2017. This is a good start to 2018.

Of course this one sale put our industry sector well above January 2017. With the exception of Utilities and Lodging, all of our other sectors were ahead of January 2017.

LOOKING FORWARD

3.2% COLLECTIONS

The town budgeted \$8.8M for this portion of sales tax for 2018 making our average monthly collection requirement \$734,294. January collections were above this mark at \$1,531,025.

.75% COLLECTIONS

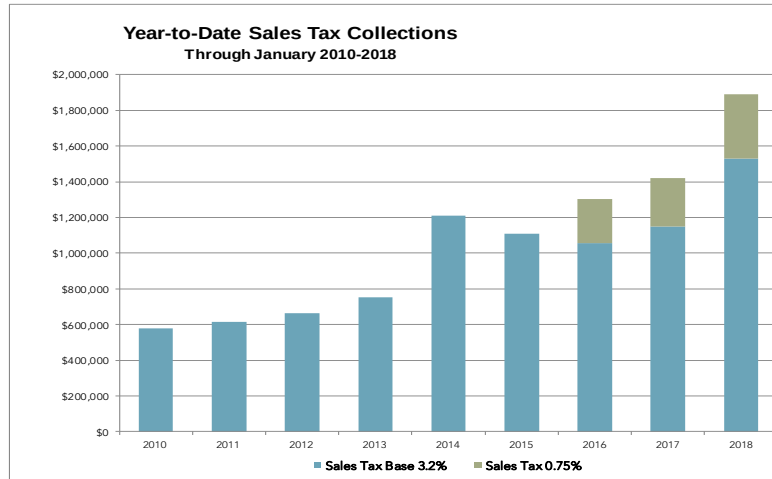
This is the fourth year of collecting this portion of the tax. Our monthly budget requirement is \$174,061. We collected \$359,129 in January.

3.95% TOTAL

For 2018 we budgeted \$10.9M in total for the combined 3.95% sales tax rate. Through January we have collected \$1.8M.

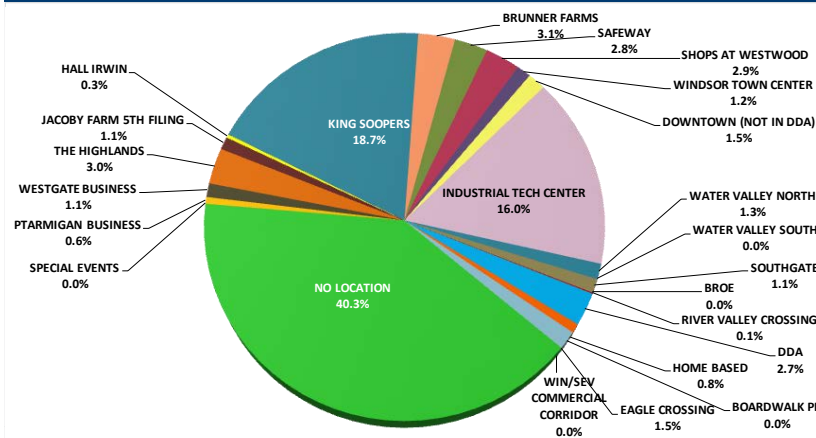


YEAR-TO-DATE SALES TAX COLLECTIONS



January year-to-date collections are up over 2017 collections by 33% or \$470,173.

SALES TAX REVENUE BY GEO CODE



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

YEAR-TO-DATE SALES TAX

- The Highlands, Shops at Westwood, Jacoby Farm, King Soopers and Brunner Farm locations codes had the largest percentage gain over 2017. The Safeway Center is also showing a strong gain of 10% over 2017.
- The Highlands includes the area on Crossroads north of the Walmart center. Shops at Westwood is the south side of Main street from 11th to 15th. Jacoby Farms includes Main Street west of King Soopers to County Line Rd. Brunner Farm covers the north side of Main Street from 11th to 15th.

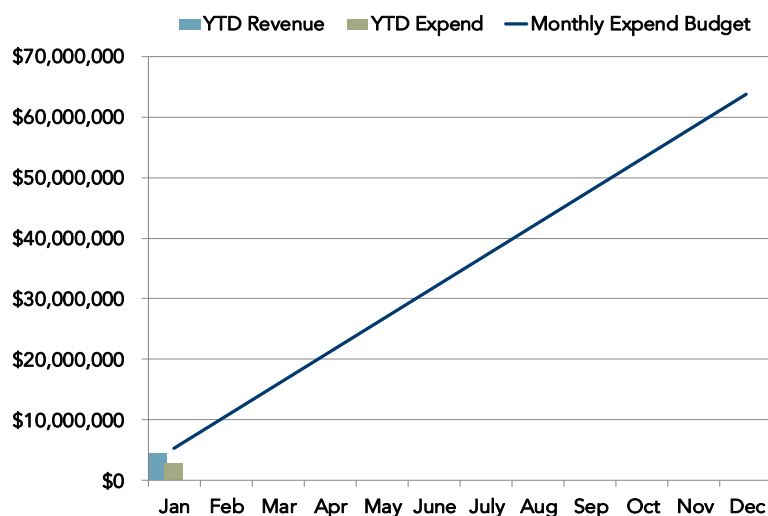


GENERAL FUND EXPENDITURES

General Fund operating expenditures are slightly ahead of the 8% budget benchmark through January. This is not uncommon as we pay many bills in a large lump sum in January that cover the entire year.

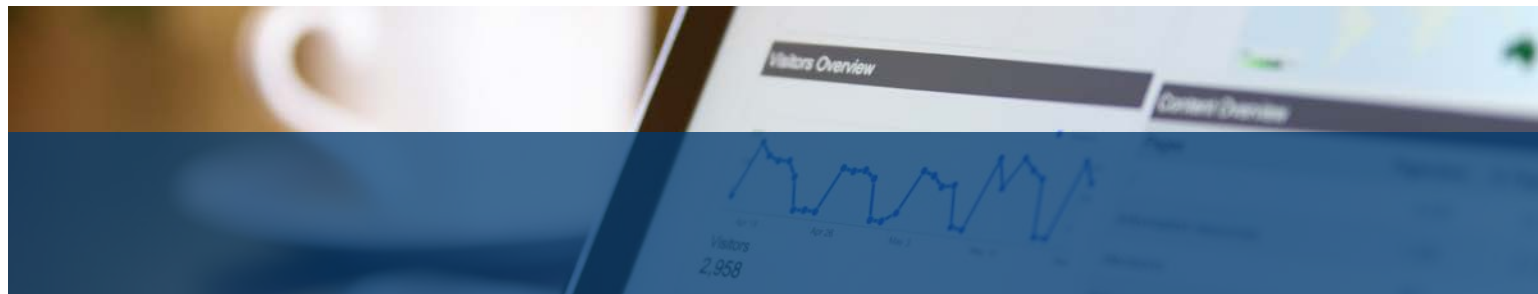
	Department	Current Month	YTD Actual	2018 Budget	% of Budget
410	Town Clerk/Customer Service	\$56,438	\$56,438	\$734,755	7.7%
411	Mayor & Board	\$82,922	\$82,922	\$653,131	12.7%
412	Municipal Court	\$444	\$444	\$20,848	2.1%
413	Town Manager	\$160,280	\$160,280	\$375,472	42.7%
415	Finance	\$59,928	\$59,928	\$816,538	7.3%
416	Human Resources	\$49,608	\$49,608	\$608,590	8.2%
417	Communications	\$20,682	\$20,682	\$298,874	6.9%
418	Legal Services	\$26,739	\$26,739	\$454,750	5.9%
419	Planning	\$53,813	\$53,813	\$722,623	7.4%
420	Economic Development	\$29,977	\$29,977	\$351,593	8.5%
421	Police	\$475,050	\$475,050	\$4,510,605	10.5%
428	Recycling	\$1,167	\$1,167	\$85,111	1.4%
429	Streets	\$103,833	\$103,833	\$1,596,592	6.5%
430	Public Services	\$33,285	\$33,285	\$390,203	8.5%
431	Engineering	\$88,326	\$88,326	\$909,223	9.7%
432	Cemetery	\$11,726	\$11,726	\$157,242	7.5%
433	Community Events	\$4,507	\$4,507	\$147,990	3.0%
450	Forestry	\$36,671	\$36,671	\$410,133	8.9%
451	Recreation Programs	\$144,010	\$144,010	\$1,833,152	7.9%
452	Pool/Aquatics	\$19,575	\$19,575	\$345,782	5.7%
453	Open Space/Trails	\$2,541	\$2,541	\$131,751	1.9%
454	Parks	\$120,227	\$120,227	\$1,474,282	8.2%
455	Safety/Loss Control	\$1	\$1	\$8,950	0.0%
456	Art & Heritage	\$32,768	\$32,768	\$377,517	8.7%
457	Town Hall	\$30,801	\$30,801	\$460,826	6.7%
	Total General Fund Operations	\$1,645,319	\$1,645,319	\$17,876,535	9.2%

COMBINED REVENUE AND EXPENDITURES



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

Our monthly budgeted total expenditures equal \$5,318,776. In January we collected \$4,433,073 in total revenue.



ALL FUNDS EXPENSE CHART

Benchmark = 8%

<u>General Government</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2018 Budget</u>	<u>% of Budget</u>
General Fund	\$1,645,319	\$1,645,319	\$17,876,535	9%
Special Revenue (PIF, CTF, CRC)	\$133,091	\$133,091	\$6,891,057	2%
Community Rec. Center Expansion	\$115,375	\$115,375	\$2,868,243	4%
Internal Service	\$379,383	\$379,383	\$3,433,952	11%
Other Entities (WBA, Ec Dev Inc)	\$24,180	\$24,180	\$290,165	8%
Sub Total Gen Govt Operations	\$2,297,348	\$2,297,348	\$31,359,952	7%
<u>Enterprise Funds</u>				
Water-Operations	\$189,157	\$189,157	\$4,962,937	4%
Sewer-Operations	\$134,019	\$134,019	\$2,280,482	6%
Drainage-Operations	\$54,292	\$54,292	\$601,944	9%
Sub Total Enterprise Operations	\$377,468	\$377,468	\$7,845,363	5%
Operations Total	\$2,674,816	\$2,674,816	\$39,205,315	7%

plus transfers to CIF and Non-Potable for loan

Operations expenditures are at 105% of the annual budget.

<u>General Govt Capital</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2018 Budget</u>	<u>% of Budget</u>
Capital Improvement Fund	\$40,698	\$40,698	\$11,860,615	0%
<u>Enterprise Fund Capital</u>				
Water	\$324	\$324	\$8,538,262	0%
Sewer	\$324	\$324	\$3,827,625	0%
Drainage	\$0	\$0	\$393,500	0%
Sub Total Enterprise Capital	\$648	\$648	\$12,759,387	0%
Capital Total	\$41,346	\$41,346	\$24,620,002	0%
Total Budget	\$2,716,162	\$2,716,162	\$63,825,317	4%

Through January, operating and capital expenditure combined to equal 7% of the 2018 Budget.

ALL FUNDS EXPENDITURES

We are slightly under our operating budget for the year. The general fund and internal service funds are slightly ahead of the pace which is not uncommon for January and will even out as the year progresses.

JANUARY 2018

MAJOR CAPITAL PROJECT STATUS CHART *as of December 31, 2017*

WINDSOR
as of FEBRUARY 1st, 2018

TOWN OF WINDSOR 2018 MAJOR CAPITAL PROJECT STATUS

arranged by reporting department

	2018 Projects	2018 Budget	Spent YTD	Dept.	Multi-Yr	Est. Start Process	Actual Start	% Complete	Est. Complete	Actual Complete
1	The Mill Public Improvement placeholder	1,840,000	\$0	KA	2018	TBD		0%	Dec 31	
2	Generator & Enclosure	300,000	\$0	Fin	2018	Jun 1		2%	Oct 1	
3	Harmony-WCR 74 Corridor Joint Study	35,000	\$0	Eng DW	2018	Mar		0%	Oct	
4	300 Block Main St parking & bulbouts	227,100	\$0	Eng DW	2018	July		0%	Nov	
5	SH 257 Roundabout	750,000	\$0	Eng DW	2017-2018	Mar 15		0%	May 15	
6	SH 392/LCR 5 intersection study	50,000	\$0	Eng DW	2018	May		0%	Aug	
7	Water Line Interconnect with FCLWD	11,000	\$0	Eng DW	2018	Aug		5%	Oct 15	
8	Sewer Interceptor to Hwy 257 & Harmony Rd	3,000,000	\$0	Eng DW	2018-2021	Oct 15		5%	2019	
9	Cemetery drive way & parking lots	345,000	\$0	Eng CT	2018	May 1		10%	Jul 1	
10	Boardwalk parking lot slurry/stripe	31,000	\$0	Eng CT	2018	Jun 1		0%	Sep 1	
11	Eastman Park parking lot slurry/stripe	35,000	\$0	Eng CT	2018	Jun 1		0%	Sep 1	
12	Street Maintenance (overlay)	1,854,000	\$0	Eng CT	2018	Mar 15		15%	Nov 1	
13	Street Maintenance (crack seal, chip seal)	721,000	\$0	Eng CT	2018	Feb 1		25%	Sep 1	
14	RR xing Improvements WCR 17	60,000	\$0	Eng CT	2018	May 1		0%	Aug 15	
15	Main St sidewalk E of Chimney Pk Dr	45,000	\$0	Eng CT	2018	Jul 1		0%	Sep 1	
16	Water Line Replacements	910,000	\$0	Eng CT	2018	Jun 1st		40%	Nov-17	
17	Cemetery Storm Line Extension	40,000	\$0	Eng CT	2017-2018	Mar 15		90%	May 15	
18	Crossroads Blvd. Extension Design joint w/grant	450,000	\$0	Eng OH	2018	Feb		5%	Oct	
19	County Line Road Mitigation	450,000	\$0	Eng OH	2016-2018	Nov/17	Nov '17	85%	May 15	
20	Crossroads Blvd. Swale Improvement	115,000	\$0	Eng OH	2018	Mar 15		5%	May 15	
21	Diamond Valley East Access Improvements	40,000	\$0	Eng OH	2018	Oct 15		0%	Nov 15	
22	Water Transmission Line to N Weld Co	2,863,000	\$0	Eng OH	2017-2018	Mar 15	Jun '17	30%	Dec 31	
23	Windsor Lake - West shoreline rip-rap	85,000	\$0	Eng DR	2018	Nov 1		0%	Dec 1	
24	Chestnut St. to Eastman Pk Dr Drainage Imp. Design	227,000	\$0	Eng DR		Apr 15		0%	Dec 1	
25	Chimney Park Detention Pond Ph 2	126,500	\$0	Eng DR	2017-2018	Apr 15	May '17	45%	Aug 15	
26	Diamond Valley Field Phase Development	3,600,000	\$0	Pks/EL	2017-2019	May 1		2%	into 2019	
27	Main Pk Playground Replacement	400,000	\$0	Pks Mgr	2018	Jun 1		1%	Aug 15	
28	Village East Park Development	866,000	\$0	Pks/TF	2018	Jun 1		2%	Aug 15	
29	Poudre Tr Maintenance TAP grant project	20,000	\$0	Pks/WW	2018	Aug 1		25%	Oct 1	
30	Windsor Tr Highland Meadows Pkwy	165,000	\$0	Pks/WW	2017-2018	Jun 1		0%	Aug 1	
31	Windsor Tr #2 Ditch Tr -15th St to River Bluffs OS	50,000	\$0	Pks/WW	2018-2019	May 1		0%	2019	
32	7th Street & Crossroads landscaping	70,000	\$0	Pks/KK	2018	May 1		1%	Jul1	
33	Eastman Pk Doc for special events investment	15,000	\$0	Pks/TF	2018	Apr 1		0%	Jul 1	
34	Automate splitter box E of Chimney Pk	70,000	\$0	Pks/WW	2016-2018	May 15		0%	Jul 15	
35	Purchase Creamery for Mother statue	77,000	\$0	Pks/LB	2018	Jan	Jan	15%	Jun 1	
36	Sewer Line Rehab	89,625	\$0	P Wks	2018	Jul 1st		0%	end Aug	
37	Manhole Rehab	32,000	\$0	P Wks	2018	Jul 1st		0%	end Aug	
38	Lift Station #5 Replacement	500,000	\$0	DM P Wks	2017-2018	Apr/17	Apr '17	8%	Jul 1	
39	Repl. #38,66,44,107,34,45,16,115, and leasing for units 35, 94, 52, & 19 new Streets PU, broce broom, turf utility vehicle Pks, new Rec PU, 2 new PD vehicles, new Parks vehicle	637,500	\$0	P Wks	2018	TBD			TBD	
Color key for funds =		PIF	CTF	CIF	WF	NPWF	SF	SDF	FF	ITF

2019 Budget Calendar

August 20, 2018	Revenue and propose five-year Capital Improvement Plan in work session with Town Board.
August 16, 2018	Discuss personnel for 2019 with Directors of Finance and Human Resources, Town Manager, and Budget Analyst.
September 1— 29, 2018	Town Manager and Director of Finance meet with Department Heads to review initial requests.
October 13, 2018	Work session with Town Board and Department Heads to discuss 2019 Operating Budget.
October 22, 2018	Town Board work session to review any remaining questions on the 2019 Budget.
November 26, 2018	Director of Finance presents highlights and summary of 2019 Budget at Regular Town Board Meeting. Public Hearing and Adoption of 2019 Budget.
December 15, 2018	Final mill levy certified to both Weld and Larimer County Commissioners.



ADDITIONAL INFORMATION CAN BE FOUND AT

windsorgov.com/finance | 970-674-2400





POLICE DEPARTMENT REPORT

January 2018

A LETTER FROM THE CHIEF



Richard Klimek
Chief of Police
970-674-6400

Recently, there have been an abundance of tragedies that have taken place around the country. Many families have faced the ultimate loss of loved ones by way of violence. One cannot avoid the bombardment of horrific acts affecting many in our lives. These tragedies have the ability to make us want to draw back and demand changes. The degree and types of changes proposed are pulling people apart on many levels. The Police Department is currently examining our practices to determine if there are changes we can make. The changes, no matter how extreme, will not completely eliminate the potential of additional tragedies. We will continue to evaluate current operational practices to maintain current industry standards. Can we find methods that, with training, may help reduce the risk associated with certain tasks we must undertake? Is there equipment that could be used to help reduce risks? How do we work with our partners to help them reduce risks? Are there methods that can help us identify potential risks or those in need of help?

We will not simply say that we give up and not try to improve. We will not say that Windsor is a safe place

and bad things don't happen here. We have been actively striving to adjust. The SRO program has allowed us to improve our relationship with the schools. We have held active shooter training over the last few years and have more planned in 2018. We are trying to intervene in areas that we have an opportunity to impact. Safe 2 Tell reports often allow us to provide resources to families in need of assistance. The opportunity for a student to have a positive interaction with an officer increases chances to avoid conflicts.

Training is taking place to improve officer safety in a number of areas. We are developing a team of officers to serve high-risk warrants. This team will be equipped with additional equipment for safety purposes.

We are working collaboratively with other community groups to provide assistance with preparing safety plans. These plans are not limited to just active shooter, but to many other types of threats. There are more opportunities for burglaries, assaults, robbery, theft, and other hazards. We are assisting other agencies to help find ways to prevent certain crimes that are affecting our community, as well as others in the region.

We are faced with tragedies in our lives every day. The Windsor Police Department will continue to be proactive in providing our community with professional services that allow them to feel secure in their homes.

CRIME REPORTS

JANUARY ANALYSIS

Law enforcement is a long and storied profession. From the earliest knights to Sir Robert Peel and on to the modern practices of law enforcement agencies, the basis for the profession has remained the same. Police are tasked with maintaining the peace and protecting the safety of society.

Law enforcement is a reflection of the society. The rules of engagement are still based on some of the oldest forms of the rule of law. The business of law enforcement has been an evolution. There have been times when the role of the police was corrupted and failed to uphold its noble role in the framework of society.

Today, the law enforcement profession is vigilant in its efforts to maintain professional standards. Holding ourselves accountable is a part of that ongoing effort. Recent and current legislation seeks to further those efforts by holding those that commit untruthful acts out of the profession. An officer that is found to be untruthful must be placed on a list with the District Attorney with the purpose of that information being made available to any defendant facing charges related to testimony from that officer. This, in effect, prohibits an officer from performing any enforcement actions. Recent legislation requires agencies to provide information regarding employment of an officer to any agency conducting a

background check regarding the hiring process. Police officers convicted of certain crimes are placed on a list with the Colorado POST board. Police agencies are required to check annually on the criminal history of officers and certify that there are no convictions that would make an officer ineligible to hold a certification. Practices such as these are examples of efforts to maintain the credibility of the profession. There are often cries of concern from certain groups in society. Concerns need to be examined, not just for validation, but for perception. Lack of knowledge as to the purpose of a practice or function can lead to misunderstandings. Effective policing is only successful when the public works with police in concert rather than conflict. Sir Robert Peel stated, "The police are the public and the public are the police."

BY THE NUMBERS

1,609 calls for service

- » 45 traffic accidents
 - 16 hit and run, 3 injury
- » 42 arrests
 - 14 drug or alcohol related
 - 11 warrants
- » 48 welfare check calls
 - 7 suicide attempts
- » 45 medical assists
- » 1 aggravated assault
- » 1 sexual assault
 - 3 domestic violence related arrests
- » 10 assault complaints
- » 8 trespass reports
- » 1 burglary in progress
- » 1 interference with educational institution

CITATIONS

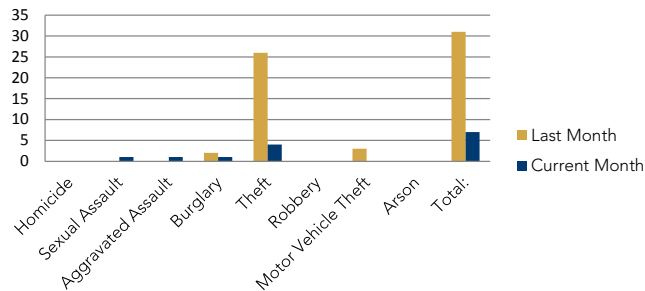
January Citations*	
Criminal	26
County Traffic	79
Municipal Traffic	88
Municipal Ordinance	42
Parking	82

Monthly Citations 2018



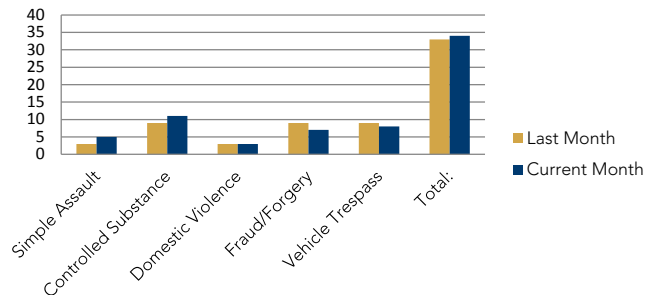


GROUP A CRIME REPORT



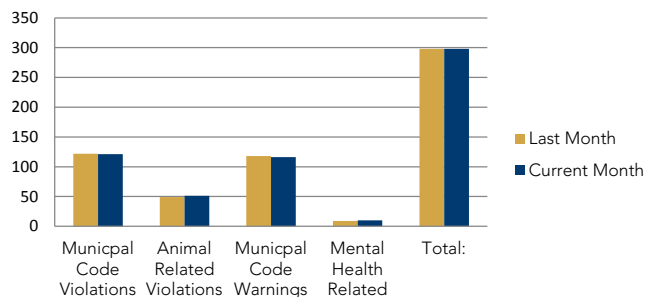
Group A reports are the primary data categories that nearly all law enforcement agencies report on nationwide; they are also the most serious crime categories and speak directly to community safety.

GROUP B CRIME REPORT



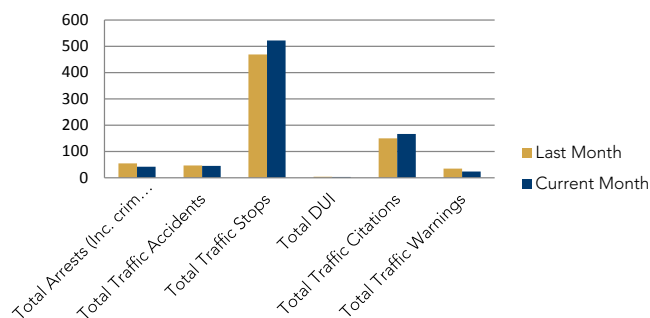
Group B reports are the lesser criminal offenses and/or root cause (controlled substance) categories that are valuable to track and monitor in our community.

QUALITY OF LIFE



Quality of Life reports are categories unique to our community and result in requests for service. Municipal Code violations include weeds, trash, snow, and abandoned vehicles. Mental health-related calls include welfare checks, attempted suicide, and suicide. These aren't criminal in nature, but require officers to respond.

OTHER



These categories relate directly to our total and traffic safety data.



COMMUNITY ENGAGEMENT

POLICE PRIDE AT 2 A.M.

Thefts from construction sites are the most significant property crime problem in the Town of Windsor and surrounding communities; with hundreds of thousands of dollars' worth of construction tools and equipment being stolen from local contractors in the past few years alone. So, what is the Police Department doing about this?

We approach every crime problem with PRIDE (Producing Results, Responsibility, Integrity, Dedication, and Exceptional Service), and most recently we experienced another great success. In Mid-January with just three officers on duty at 2 a.m. and covering 25 square miles, an alert Sergeant — nine hours into his 10-hour shift — was actively patrolling a new construction area and noticed a suspicious, unoccupied vehicle. The officer coordinated a response from other on-duty officers and two other agencies and located a burglary that had just occurred nearby.

Unable to locate the occupants of the suspicious vehicle, officers chose to remain in the area for an additional 1.5

hours searching for them. The occupants were located and resulted in the arrest of two career criminals and the recovery of all of the stolen items from the burglary.

The involved officers followed their training and drew from their experience to be in the right place at the right time. They persevered in their search for the suspects long after their initial observations, and they chose to work 16 and 20-hour shifts respectively so they could return during the daylight hours to locate and return all of the stolen items that had been discarded in a nearby open field.

The case above is representative of outstanding police work and exemplifies our commitment to the Town of Windsor's PRIDE principles. The officers produced results with integrity, dedication, and responsibility which equates to exceptional service to our community.

Windsor Police officers are committed to and take PRIDE in serving our community!



CROSSING GUARDS NEEDED

One of the most difficult positions to fill for the Police Department is Crossing Guard. We have an opening at this time and are looking for someone to join our team. This is a great opportunity to meet some of our young residents and help them to and from school.

The Town of Windsor has a part-time Crossing Guard position available for the school year. The applicant will successfully and safely lead children across the street. The hours for this position are Monday through Friday from 7:45 - 8:15 a.m. and 2:25 - 3:15 p.m. during the school year; 10 hours per week.

Pay rate: \$22 per one-hour shift