



TOWN BOARD REGULAR MEETING

**April 23, 2018 // 7:00 p.m. // Town Board Chambers
301 Walnut Street, Windsor, CO 80550**

AGENDA

A. CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance
3. 2018 Arbor Day Poster and Poetry Award Presentation
4. 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
5. Public Invited to be Heard

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

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

B. CONSENT CALENDAR

1. Minutes of the April 9, 2018 Regular Meeting – Amanda Mehlenbacher
2. Resolution No. 2018-40 – A Resolution Initiating Annexation Proceedings for the Great Western Seventh Annexation to the Town of Windsor, Colorado –GWIP, LLC, Broe Land Acquisitions 10, LLC Broe Land Acquisitions 11, LLC and Windsor Renewal 1, LLC, owners; Erik Halverson, Great Western Development, applicant; Cory Rutz, Otten Johnson Robinson Neff + Ragonetti, applicant's representative – Millissa Berry, AICP, Senior Planner

3. Resolution No. 2018-41 – A Resolution Approving and Accepting a Deed of Dedication for Right of Way from Boxelder Sanitation District for Public Trail Purposes in the Town of Windsor, Colorado – Ian D. McCargar, Town Attorney
4. Advisory Board Appointment – Scott Ballstadt, Director of Planning
5. Appointment to Great Western Trail Authority Board – Dean Moyer, Director of Finance

C. BOARD ACTION

1. Ordinance No. 2018-1558 - An Ordinance Annexing and Zoning Certain Territory known as the WCR 76 Annexation to the Town of Windsor – Jon Turner, Hillside Development Group, applicant / Kristin Turner, TB Group, applicant's representative
Super majority vote required on second reading
 - Second reading
 - Legislative action
 - Staff presentation: Paul Hornbeck, Senior Planner
2. Site Plan Presentation – Windsor Commons Subdivision 3rd Filing – Martin Homes – Andrew Martin, Martin Homes LLC, owner/applicant
 - Staff presentation: Millissa Berry, AICP, Senior Planner
3. Public Hearing – An Ordinance Annexing and Zoning Certain territory known as 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
 - Legislative action
 - Staff presentation: Millissa Berry, AICP, Senior Planner
4. Resolution No. 2018-42 – A Resolution Making Certain Findings and Conclusions of Law Pursuant to Section 31-12-110 C.R.S., Concerning the Thornton Farm 24 Annexation to the Town of Windsor – City of Thornton, owner, Kevin Woods, City of Thornton City Manager and Mark Koleber, City of Thornton Water Project Director, applicant's representatives
 - Legislative action
 - Staff presentation: Millissa Berry, AICP, Senior Planner
5. Ordinance No. 2018-1559 – An Ordinance Annexing and Zoning Certain Property known as the Thornton Farm 24 Annexation to the Town of Windsor – City of Thornton, owner, Kevin Woods, City of Thornton City Manager and Mark Koleber, City of Thornton Water Project Director, applicant's representatives
 - First Reading
 - Legislative action
 - Staff presentation: Millissa Berry, AICP, Senior Planner
6. Resolution No. 2018-43 – Approving an Agreement for Economic Inducements and Development Incentives (Owens-Illinois)
 - Legislative action
 - Staff presentation: Stacy Johnson, Director of Economic Development

7. Resolution No. 2018-44 – Approving an Agreement for Economic Inducements and Development Incentives (DaVinci Signs)
 - Legislative action
 - Staff presentation: Stacy Johnson, Director of Economic Development
8. Resolution No. 2018-45 – A Resolution Approving the Form of an Amended and Restated Agreement for Economic Incentives and Inducements By, Between and Among the Town of Windsor, the Windsor Downtown Development Authority and Old Windsor Mill, LLC, With Respect to Redevelopment of the Windsor Mill and Elevator Property
 - Legislative action
 - Staff presentation: Ian D. McCargar, Town Attorney
9. Economic Development Report
 - Staff Presentation: Stacy Johnson, Director of Economic Development
10. Financial Report for March 2018
 - Staff Presentation: Dean Moyer, Director of Finance
11. Administration of Oath to Newly-elected Town Board Members
 - Amanda Mehlenbacher, Deputy Town Clerk

D. COMMUNICATIONS

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

E. ADJOURN



TOWN BOARD REGULAR MEETING

April 9, 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 7:00 p.m.

1. Roll Call

Mayor
Mayor Pro Tem

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

Also Present: Acting Town Manager/Town Clerk
Town Attorney
Communications/Assistant to Town Manager
Director of Parks, Recreation and Culture
Finance Director
Planning Director
Senior Planner
Assistant Town Attorney/Town Prosecutor
Deputy Town Clerk

Patti Garcia
Ian McCargar
Kelly Houghteling
Eric Lucas
Dean Moyer
Scott Ballstadt
Paul Hornbeck
Kim Emil
Amanda Mehlenbacher

3. Pledge of Allegiance

Town Board Member Adams led the pledge of allegiance

4. 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 strike item A.5 from the agenda and replace it with an Arbor Day Proclamation, move item C.11 to C.12 and replace it with Resolution 2018-39, A Resolution Approving an Agreement of Purchase and Sale Between the Town of Windsor and Vima Partners, LLC, for the Acquisition of Real Property Located in the Labue Farm Annexation to the Town of Windsor.; 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.

5. Proclamation – Arbor Day

Mayor Melendez read the Proclamation for Arbor Day.

Town of Windsor Tree Board Member Wendy Ball approached the Board and thanked the Mayor for the Proclamation. Ms. Ball further informed the Board of the upcoming Arbor Day celebration taking place on April 20th at the Grand View Elementary School starting at 8:20 a.m. and Windsor Charter School at 9:45 a.m.

The Annual Arbor Day Tree Sale will be held on April 21st and the Arbor Day poster exhibit will be held at the Art and Heritage Center with an open house from 4:00-6:00 p.m. on April 12th.

6. Proclamation – National Service Recognition Day

Mayor Melendez read the Proclamation for National Service Day.

Kayla Evans and Hannah Hostak with the United Way of Weld County approached the Board and thanked the Mayor for the Proclamation. Ms. Hostak informed the Board of the 150 members that currently serve in Weld County working with non-profits to help end poverty.

7. Board Liaison Reports

- Mayor Pro Tem Baker – Parks, Recreation & Culture Advisory Board; North Front Range/MPO alternate
Mayor Pro Tem Baker stated that he was unable to attend the April Parks, Recreation & Culture meeting, however, on the agenda was an update on capital improvement projects for the first quarter and discussion of the 2019 budget and 2018-2020 goals.
- Town Board Member Scheuerman – Water & Sewer Board; Clearview Library Board
Town Board Member Scheuerman reported that the Water & Sewer Board hasn't met since her last report and the next meeting will be held the morning of April 11th.
Ms. Scheuerman further reported that the Clearview Library Board met and presented their Social Media Contract Services and that they are working on combining the Friends of the Library and the Library Foundation. The Library Foundation is currently seeking Board members for those that may be interested as well as hosting a chili cook-off that will take place May 5th. The Friends of the Library will be hosting a Summer House Party in order to spread the word about the Library.
- Town Board Member Bennett – Planning Commission; Windsor Housing Authority
Town Board Member Bennett reported that the Planning Commission met and conducted a public hearing for the Weld County Road 76 Annexation which is on tonight's agenda. The Planning Commission also reviewed site plans for the Associates in Family Medicine as well as the final site plan for the apartments at Eagle Crossing.
- Town Board Member Rennemeyer – Historic Preservation Commission; Great Western Trail Authority; Chamber of Commerce
Town Board Member Rennemeyer had no update on the Historic Preservation Commission or the Chamber of Commerce as neither have met since the last meeting. Mr. Rennemeyer reported that the Great Western Trail Authority met and discussed the encroachments along the future stretch of the trail extending from Severance to Eaton. Discussion revolved around the maintenance of the trail as well as financing and grants that have been obtained.
- Town Board Member Adams – Tree Board; Poudre River Trail Corridor Board
Town Board Member Adams reported that the Tree Board will have an Open House at the Windsor Art and Heritage Museum showcasing the

Arbor Day Poster and Poetry entries. The winners of the poster and poetry contest will be announced during the April 23rd Town Board meeting. Grand View Elementary School and Windsor Charter Academy will each host an Arbor Day program on April 20th. Tree Board members will work with the Rotary Club to plant trees in Windsor's Main Park that have been donated. April 21st will mark the Annual Arbor Day Public Tree Sale for Windsor Residents. Trees can be purchased and picked up at the Forestry Office located at 190 North 8th Street.

Town Board Member Adams reported that the Poudre River Trail Board met and discussed maintenance reports and updating their bylaws. The 2018 Poudre Trail-athlon will be held at The Poudre Learning Center Trailhead, June 2, 2018 from 9am to Noon.

- Mayor Melendez – Downtown Development Authority; North Front Range/MPO

Mayor Melendez reported that at the North Front Range/MPO meeting the Colorado Department of Transportation is urging schools and communities to participate in bike to school day on Wednesday, May 9th. CDOT is also looking to develop a long range 2045 Regional Transit Element. A US 34 Pel Study is currently being conducted for improvements along Hwy 34. Questions concerning the study and the opportunity to review the concept plans will be held at the Riverside Library in Evans, CO on May 23rd or The Embassy Suites in Loveland, CO on May 30th. Both events start at 5:00pm. CDOT also reported the Big Thompson Canyon Flood Repair and US Hwy 34 will be open by Memorial Day Weekend. In conjunction, an update was given on the North I-25 expansion project and, whereas, Windsor will be a part of the initial first phase of construction.

8. 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 March 20, 2018 Special Meeting Minutes and March 26, 2018 Regular Meeting – Amanda Mehlenbacher
2. Report of Bills for March 2018 – D. Moyer
3. Cancellation of May 28, 2018 Town Board Meeting

Town Board Member Rennemeyer moved to approve the consent calendar 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.

C. **BOARD ACTION**

1. Site Plan Presentation – River Valley Crossing Subdivision 2nd Filing, Lot 1 – Gavin Kaszynski, Associates in Family Medicine, applicant / Katy Thompson, Ripely Design, Inc., applicant's representative
 - Staff presentation: Paul Hornbeck, Senior Planner

Mr. Hornbeck introduced the application and presented the PowerPoint presentation included in the packet materials, with the following information: Mr. Gavin Kaszynski, represented by Ms. Katy Thompson, is proposing a new site development in the River Valley Crossing Subdivision 2nd Filing. The site is zoned General Commercial (GC) and is located adjacent to other GC zoned properties.

Overall development characteristics include:

- total lot area of 1.137 acres
- a two story building with 7,678 s.f. of lot coverage
- approximately 28% landscaped area
- 72 parking stalls and 10 bicycle parking spaces

Building characteristics include:

- primary building materials of brick and stucco with accent metal panels
- predominant roof height of 31' with a roof feature up to 37' in height

There was no recommendation, as this item is for presentation purposes.

Town Board Member Bennett highlighted that the Planning Commission inquired about the height of the building and if a waiver was requested due to hardship. Mr. Bennett wished to point out that due to the type of medical equipment it necessitates a higher elevation. This was not just an architectural design but rather a need for the medical equipment which justifies the waiver of height.

Mayor Melendez inquired what the facility will consist of.

Katy Thompson of Ripley Design, Inc., responded that the first floor will consist of an Urgent Care and the second floor will be made up of medical offices. This was an expansion and relocation of an existing business with an addition of the Urgent Care.

Mayor Melendez inquired as to the hours of operation.

Gavin Kaszynski of Associates in Family Medicine, responded that although the hours have not been defined, they are envisioning hours of operation being 8:00am-8:00pm, 7 days per week.

Town Board Member Bennett inquired as to when the business will be open.

Mr. Kaszynski responded April or May of 2019.

2. Site Plan Presentation – Falcon Point Subdivision, Lot 4 – Craig Kraft, applicant/ Patricia Kroetch, North Star Design, Inc., applicant's representative

- Staff presentation: Paul Hornbeck, Senior Planner

Mr. Hornbeck introduced the application and presented the PowerPoint presentation included in the packet materials, with the following information: The applicant Mr. Craig Kraft, represented by Ms. Patricia Kroetch, is proposing a new site development in the Falcon Point Subdivision at 611 Gyrfalcon Court, south of SH 392/ Main Street. The site is zoned Limited Industrial (IL) and is located adjacent to other properties with IL zoning.

Overall development characteristics include:

- total lot area of 4.17 acres
- four office/ warehouse buildings of 10,240 square feet each
- approximately 6.2% landscaped area (additional common landscaping is provided with the subdivision)
- building coverage of 41,860 sf (23%)
- 68 parking stalls

Building characteristics include:

- Three to four tenant spaces per building
- metal buildings with brick wainscot
- peak roof height of approximately 31'

There was no recommendation, as this item is for presentation purposes.

Mayor Melendez inquired if the building was for any particular businesses.

Mr. Hornbeck stated that the applicant has indicated the building has been mostly filled with tenants with only a few spaces still available.

Town Board Member Adams inquired if any considerations have been made to enhance the appearance to the building(s) and surrounding areas.

Mr. Hornbeck responded that each property owner has to some extent the flexibility to design the building, however, code requires that metal buildings contain either a brick or stone wainscot be added to the public view.

3. Public Hearing – An Ordinance Annexing and Zoning Certain Territory known as the WCR 76 Annexation to the Town of Windsor – Jon Turner, Hillside Development Group, applicant / Kristin Turner, TB Group, applicant's representative

- Legislative Action
- Staff presentation: Paul Hornbeck, Senior Planner

Town Board Member Adams 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, Melendez; Nays- Adams; Motion passed.

Mr. Hornbeck introduced the application and presented the PowerPoint presentation included in the packet materials, with the following information: The applicant Mr. Jon Turner, represented by Ms. Kristin Turner, has submitted a petition to annex approximately 6.47 acres to the Town of Windsor as General Commercial (GC) and Residential Mixed Use (RMU) zoned property. The proposed zoning is consistent with the zoning of adjacent property to the south. The purpose of this annexation is to annex Weld County Road 76 right-of-way in anticipation of potential roadway improvements associated with the proposed Rocky Mountain Sports Park. Development of the Rocky Mountain Sports Park itself will require various additional approvals by Town Board.

The applicant held a neighborhood meeting on February 5, 2018.

On February 26, 2018 Town Board adopted Resolution No. 2018-022 that declared certain findings of fact concerning the Weld County Road 76 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 April 4, 2018 for the Planning Commission and April 9, 2018 for the Town Board.

No Annexation Report is required with this annexation because the total area is less than 10 acres. Additionally, since the annexation consists only of right-of-way and no developable property, no impact is anticipated to utilities or services to the property or to the school district.

At their April 4, 2018 meeting the Planning Commission forwarded a recommendation of approval of the WCR 76 Annexation to the Town Board, as presented.

Staff requested the following be entered into the record:

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

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

There was none.

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

There were four individuals who commented during the public hearing. All were opposed to the WCR 76 Annexation voicing concerns that it facilitates the development of the Rocky Mountain Sports Park. The public voiced strong concerns regarding the increased traffic within their neighborhoods, speed limits, school bus stops as well as the thought of an alternate route that commuters will use to seek an escape from Harmony Road and use County Road 76.

Marcia Maeda, 6711 Steven Street, Windsor, CO 80550 – Opposed
Rosalyn Leautaud, 36933 WCR 15, Windsor, CO 80550 – Opposed
Vicki Lake, 37044 Northwest Drive, Weld - Opposed
Douglas Born, 7377 CR 76, Windsor, CO 80550- Opposed

Ms. Maeda inquired if the Town of Windsor will be conducting any additional traffic studies to take into consideration the impending events.

Ms. Garcia responded that she would circulate Ms. Meada's written statement to the appropriate staff and have them respond to her questions.

Mayor Melendez inquired if the applicant could speak to the improvements suggested and the need for the annexation.

Jon Turner, 6379 Crooked Stick Dr., Windsor, CO., responded that the annexation was requested by staff. The ground being annexed would consist of the existing right-of-way which includes 30 feet on each side of the section line. The intent of the annexation is that Windsor would take over WCR 76 since future development will take access from the road and the Town will need to address transportation and safety issues. The road will stay in its current condition until adjacent development requires improvements at the direction of the town.

Discussion between the Town Board Members and staff revolved around whether or not Ms. Lake's property is currently or will be affected by the annexation.

Town Board Member Bennett moved to close the public hearing; 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.

4. Resolution No. 2018-34 – A Resolution Making Certain Findings and Conclusions of Law Pursuant to Section 31-12-110 C.R.S., Concerning the WCR 76 Annexation to the Town of Windsor – Jon Turner, Hillside Development Group, applicant / Kristin Turner, TB Group, applicant's representative
 - Legislative Action
 - Staff presentation: Paul Hornbeck, Senior Planner

Mayor Melendez asked if Mr. Hornbeck had anything further he wished to add.
Per Mr. Hornbeck; nothing further.

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

Town Board Member Rennemeyer moved to approve Resolution No. 2018-34- A Resolution Making Certain Findings and Conclusions of Law Pursuant to Section 31-12-110 C.R.S.. Concerning the WCR 76 Annexation to the Town of Windsor; 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.

5. Ordinance No. 2018-1558 - An Ordinance Annexing and Zoning Certain Territory known as the WCR 76 Annexation to the Town of Windsor – Jon Turner, Hillside Development Group, applicant / Kristin Turner, TB Group, applicant's representative
 - First reading
 - Legislative action
 - Staff presentation: Paul Hornbeck, Senior Planner

Mayor Melendez asked if Mr. Hornbeck has anything further he wished to add.
Per Mr. Hornbeck; nothing further.

Town Board Member Scheuerman moved to approve Ordinance No. 2018-1558 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.

6. Public Hearing – A Resolution Approving the First Amendment to an Intergovernmental Agreement Between the Town of Windsor and Town of Severance Regarding Development Within the State Highway 257 and Harmony Road Corridor

- Legislative action
- Staff presentation: Paul Hornbeck, Senior Planner; Ian D. McCargar, Town Attorney

Town Board Member Rennemeyer 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.

In order to accommodate anticipated development in and surrounding the Rocky Mountain Sports Park (“RMSP”) property, the development standards approved in the attached March 25, 2013, IGA with Severance (“Original IGA”) must be amended. Severance representatives have indicated their willingness to allow this modification of the development standards, and staff has prepared the attached First Amendment to Intergovernmental Agreement Between the Town of Windsor and Town of Severance (“Amended IGA”).

The Amended IGA would defer to the standards in a Planned Unit Development (PUD) overlay district proposed for the property. The PUD application is pending, and has yet to be presented for Town Board approval.

In accordance with Article XXIII of Chapter 16 of the Municipal Code, the intent of PUD regulations is, among other things, intended to “provide flexibility in land planning and development, resulting in amenable relationships between buildings and ancillary uses and permitting more intensive use of land where well-related open space and recreational facilities are integrated into the overall design.” Should Town Board approve a PUD for the RMSP property, development requirements will be included in the PUD. Under the proposed Amended IGA, those requirements would supersede the development standards in the Original IGA for those portions of the RMSP that lie in the Corridor.

Once the PUD application is ready to be scheduled, public hearings before both Planning Commission and Town Board will be required. Approval of the PUD will require Town Board adoption of a rezoning ordinance.

Staff recommended that the Town Board adopt Resolution No. 2018-35, A Resolution Approving the First Amendment to Intergovernmental Agreement Between the Town of Windsor and Town of Severance Regarding Development Within the State Highway 257 and Harmony Road Corridor.

Mr. McCargar stated that the draft IGA Amendment has been submitted to the Town of Severance. The Board of Trustees requested that Mr. McCargar add the

reciprocity language that appears toward the end of the document to make certain if the Town of Severance needed the Town of Windsor to review a (PUD) planned unit development model for their side of the corridor, that the town would be willing to do so

Town Board Member Scheuerman requested clarification as to whether the IGA was sent to the Town of Severance for review and comment, would it require them to take any formal action in order to approve it.

Per Mr. McCargar; No.

Town Board Member Scheuerman inquired as to the reciprocity that is stated in the IGA and if there was any concern that they may vary from the standards put into the IGA via the PUD process.

Mr. McCargar responded that the land use decision is left to each jurisdiction. The referral and comment portion of the agreement allows the towns to take into account each other's perspective on what is being proposed.

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

There were none.

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

There was none.

Mayor Melendez asked if Mr. McCargar had anything further he wished to add.

Per Mr. McCargar; nothing further Madam Mayor.

Town Board Member Adams moved to close the public hearing; 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.

7. Resolution No. 2018-35 – A Resolution Approving the First Amendment to an Intergovernmental Agreement Between the Town of Windsor and Town of Severance Regarding Development Within the State Highway 257 and Harmony Road Corridor

- Legislative action
- Staff presentation: Paul Hornbeck, Senior Planner; Ian D. McCargar, Town Attorney

Mayor Melendez asked if Mr. Hornbeck has anything further he wished to add.

Per Mr. Hornbeck; nothing further

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

There were none.

Town Board Member Adams moved to approve Resolution No. 2018-35 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.

8. Resolution No. 2018-36 – A Resolution Approving a Non-Binding Term Sheet Between the Town of Windsor and Broe Infrastructure Development, LLC, Regarding a Project Delivery Agreement for Provision of Treated Water to the Town of Windsor

- Legislative action
- Staff presentation: Ian D. McCargar, Town Attorney

Broe Infrastructure Development, LLC (“Broe”), has proposed initial terms for further exploration of a water treatment agreement, as set forth in the attached *Term Sheet Regarding a Project Delivery Agreement for Provision of Treated Water to Windsor* (“Term Sheet”). With the exception of Section 5 (Exclusivity), the Term Sheet is a non-binding statement of intent to continue discussions. It does, however, lay out certain basic expectations for future negotiations:

- The Treatment Plant (“Plant”) will use reverse osmosis (“RO”) technology to treat and deliver water pumped to the surface in the Great Western Industrial Park; and
- Broe will perform all development activity, and will finance the project through arrangements with third-party investors, including the establishment of a “Project Company”; and
- The Town will create a statutory water authority (“Authority”) to eventually acquire the Plant, after payments made pursuant to a long-term financing arrangement set up through the Town’s Water Utility Enterprise; and
- A Letter of Intent (“LOI”) will be negotiated by July 2, 2018, containing more-specific terms; and
- All costs of development, water rights, financing and capital construction will be allocated through the terms of a final agreement (“Project Delivery Agreement”) to be finalized by the end of September, 2018.

Assuming this project meets the foregoing expectations, the Plant would be under construction in 2019, and completed in 2021.

Staff recommended the Town Board adopt Resolution No. 2018-36.

Town Board Member Baker inquired if the mention of brine management assets including deep injection disposal wells also included frack wastewater.

Mr. McCargar stated that the disposal injection well is an entirely different permitting process under the EPA’s rules than it would be for hydraulic fracturing fluids.

Mr. Baker expressed his concerns with allowing wastewater disposal near the Great Western property.

Mr. McCargar responded that discussion has taken place with the engineering firm that’s working on this component and that it’s not intended to take just any disposable waste. The intention is to take the brine generated by the plant.

Discussion continued to revolve around the opportunities of partnering with other municipalities to help reduce cost, the lifespan of the technology as well as the necessity of this plant for the Town of Windsor.

Town Board Member Rennemeyer moved to approve Resolution No. 2018-36 as presented; 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.

9. Resolution No. 2018-37 – A Resolution Approving the Final Site Plan for Eagle Crossing Subdivision 4th Filing, Lots 1 & 3 – Morgan Kidder, Fossil Ridge Holdings, LLC, applicant/ Brian Williamson, TST Consulting Engineers Inc., applicant's representative
- Quasi-judicial
 - Staff presentation: Paul Hornbeck, Senior Planner

Mr. Hornbeck introduced the application and presented the PowerPoint presentation included in the packet materials, with the following information: The applicant, Mr. Morgan Kidder of Fossil Ridge Holdings, LLC, represented by Mr. Brian Williamson of TST Consulting Engineers, has submitted a final site plan, known as Eagle Crossing Subdivision 4th Filing, Lots 1 & 3. The site plan encompasses approximately 21.6 acres. Town Board approved a rezoning of the subject property from Limited Industrial (IL) to High Density Multifamily (MF-2) on January 8, 2018 and Planning Commission approved the preliminary site plan on October 18, 2017.

Site plan characteristics include:

- a total of 407 dwelling units;
- four two-story multi-family residential buildings on the east side of the project with 14 to 16 units each;
- fifteen three-story multi-family residential buildings with 21 to 24 units each;
- 620 parking spaces, including 120 detached garage spaces, and 500 open-air parking spaces;
- 21% building coverage of the site;
- 46% of the site to be landscaped area; and
- playground, clubhouse and pool for residents.

Building characteristics include:

- horizontal fiber cement lap siding as the predominant façade material;
- stone treatment around the base of buildings and around external stairways;
- covered decks and porches; and
- 5:12 roof pitch with varying rooflines.

Off-site improvements being completed with the Eagle Crossing Subdivision 4th Filing will include:

- construction of Steeplechase Drive from Highland Meadows Parkway to Fairgrounds Avenue, including an adjacent 10' wide public trail
- extension of Ward Drive north to connect with Steeplechase Drive

- regional detention facility with soft surface trail amenity

At their April 4, 2018 meeting Planning Commission forwarded to the Town Board a recommendation of approval, subject to the following conditions:

1. All outstanding staff comments on the site plan drawings shall be addressed.
2. Prior building permits being accepted for review the applicant shall:
 - a) Enter into a development agreement with the Town, which shall not be recorded until after the Eagle Crossing Subdivision 4th Filing plat has been recorded.
 - b) Submit a minor subdivision application to place the portion of the regional detention facility depicted on Lot 1 in the Eagle Crossing Subdivision 4th Filing in a separate tract.
 - c) Present evidence to the Town that an easement granting temporary rights to the Developer to construct the off-site improvements depicted on the improvement drawings and permanent exclusive rights to the Town for the storm drainage facility.
 - d) Present a written undertaking, under which the Brands East Metropolitan District will permanently assure the ongoing maintenance of the drainage facilities, adjacent recreational trail, and surrounding landscaping on Tract A of Fossil Ridge Subdivision 2nd Filing and the yet-to-be created tract required in condition 2.b above.
3. In the event that issues arise due to lack of sufficient parking stalls provided on site, the property owner shall take appropriate measures to address such issues.

Mr. Hornbeck stated that item 2.(b) listed has subsequently been addressed through other means; therefore, staff recommends that the item be removed from the conditions of approval.

Staff recommended that the following be entered into the record:

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

Town Board Member Rennemeyer questioned as to why staff is researching other locations if the applicant has met the current standard of 1.5 spaces per unit.

Mr. Hornbeck responded that that parking does meet the minimum requirement, however, staff has identified this as a potential threat of health, safety and welfare.

Town Board Member Baker inquired if parking was allowed on Steeplechase Drive or Ward Avenue.

Mr. Hornbeck responded that those streets are designed with no parking.

Mr. Brian Williamson of TST Consulting Engineers, addressed the board stating that the parking reduction from the preliminary plan was driven mainly by the building spacing. In the preliminary site plan, 20 feet separated all the buildings which met building code. After an in depth analysis, the penetrations along the sides of the buildings, the number of windows and patios required 30 feet of spacing between the buildings which caused the buildings to disperse resulting in the removal of several parking spaces from the project. Mr. Williamson stated that it was not their intention to under park this project, instead they are trying to fit as many parking spaces as possible while continuing to meet the standard set forth in the land use code. Mr. Williamson further touched on the amenities that will be included with this project. These include; community club house, playground structures and regional trail connection.

Town Board Member Bennett inquired as to how pedestrians would cross from one side of Steeplechase Drive to the other.

Mr. Williamson responded that there will be a pedestrian refuge island located in Steeplechase Drive that would allow pedestrians to cross one lane of traffic and stop before crossing the other.

Mr. Bennett further inquired if the similar project that was mentioned by the applicant as having no parking issues was 100% occupied and built out.

Mr. Morgan Kidder of Fossil Ridge Holdings, LLC., stated that he had miss-spoken and the location is not 100% built out at this time; however, they do not predict any parking issues even while meeting the current standard of 1.5 spaces per unit.

Mr. Bennett wished to acknowledge the applicant, developer and staff that have spent time on this project. Mr. Bennett stated that in situations such as this where there are no options for off-street parking, the current code appears to be inadequate. It has been requested that the applicant attempt to find additional ways to add parking in order to avoid hindrances in the future.

Town Board Member Adams moved to approve Resolution No. 2018-37. Town Board Member Scheuerman seconded the motion. Mr. McCargar sought clarification for the record that the remaining conditions recommended by the Planning Commission were included in the Motion. Both Town Board Member Adams and Scheuerman agreed that it was their intention to make the approval subject to Conditions 1, 2 (a), (c) and (d) and 3 as they appear in the staff memo on this item. With the clarification, roll call on the vote resulted as follows: Yeas – Baker, Scheuerman, Bennett, Rennemeyer, Adams, Melendez; Nays – None; Motion passed.

10. Resolution No. 2018-38 – A Resolution Accepting the Resignation of Acting Town Manager Patti Garcia, Declaring a Vacancy, and Appointing Dean Moyer to Serve as Successor Acting Town Manager for the Town of Windsor

- Legislative action
- Staff presentation: Ian D. McCargar, Town Attorney

The resignation of Patti Garcia will create a vacancy in the office of Acting Town Manager, effective April 14, 2018. The Charter requires that an Acting Town Manager be appointed whenever a vacancy occurs in the office of Town Manager. In order to assure continuity of executive leadership pending the arrival

of Mr. Hale, I have been instructed to present the attached *Resolution Accepting the Resignation of Acting Town Manager Patti Garcia, Declaring a Vacancy, and Appointing Dean Moyer as Acting Town Manager for the Town of Windsor*. If adopted, the attached Resolution will have Mr. Moyer take office following the effective date of Ms. Garcia's resignation as Town Clerk. Mr. Moyer will serve as Acting Town Manager until Mr. Hale takes office in June.

The attached Resolution is authorized under Charter Section 8.2, and does not in any way affect the Town Board's authority with respect to appointments as reserved under the Charter.

Staff recommended the Town Board adopt Resolution No. 2018-38. Simple majority of those participating required.

Town Board Member Rennemeyer moved to approve Resolution No. 2018-38 as presented; 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.

11. Resolution No. 2018-39 - A Resolution Approving an Agreement of Purchase and Sale Between the Town of Windsor and Vima Partners, LLC, for the Acquisition of Real Property located in the Labue Farm Annexation to the Town of Windsor.
- Legislative action
 - Staff presentation: Eric Lucas; Director of Parks, Recreation and Culture

Mr. Lucas stated that the Town's acquisition of land in the Labue Farm Annexation has been under discussion since October, 2017. More recently, the Weld RE-4 School District asked the Town to consider a joint acquisition of the property, as it is adjacent to land the School District owns for a future middle and high school. Following a discussion with the Town Board, staff was authorized to have further discussions with the property owner and school district.

The school district has determined that it needs only 19 acres of land, and the Town has determined that it can utilize 27 acres. After some discussion, the Town and the District determined that they would separately purchase their acreage in April of 2017. The School District closed on their 19 acres on April 2, 2017 at a price of \$1.10 per square ft. The School District now owns approximately 96 acres. Under the proposed contract, the Town will own 27.149 acres if purchase is approved. The identification of this parcel aligns with the Parks, Recreation and Culture Department Master Plan adopted in April, 2017, and subsequent discussions with PRECAB.

The contract calls for a purchase price of \$1,300,906.00 for the 27.149 acres of land, calculated at the same per-square-foot rate as the District's parcel, as no appraisal of the property had been prepared. The purchase price will reduce the Community Park Fund accordingly. Finance Director Moyer is aware and has approved the funding.

Mr. Lucas noted that when park development occurs, the Town will be required to build a quarter-mile of road (Iron Wheel Drive) that will ultimately connect the Raindance subdivision with the future park and school site to the Pelican Farms subdivision. The estimated cost to build the Town's portion of the road is \$900,000.

Mr. McCargar offered to review the contract terms in further detail. The Mayor indicated that the Board was sufficiently familiar with the intention, based on Mr. Lucas's presentation.

Discussion revolved around the exact location of the park, the surrounding properties as well as the associated fees and financial impact of this purchase.

Town Board Member Scheuerman moved to approve Resolution No. 2018-39 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.

12. February Financial Report

- Staff presentation: Dean Moyer

Mr. Moyer gave an overview of the February Financial Report that was included in packet material.

D. COMMUNICATIONS

1. Communications from the Town Attorney

None

2. Communications from Town Staff

Mr. Lucas shared with Town Board the playground options for Main Park that were voted upon by children within the community.

3. Communications from the Town Manager

Ms. Garcia approached the Town Board and thanked them for the many opportunities that were given to her during her years of service with the Town of Windsor.

4. Communications from Town Board Members

Mr. Baker gave an update on the Larimer County Transportation Infrastructure Strategies Meeting which he attended.

Town Board members thanked Ms. Garcia for her time of service and dedication to the Town of Windsor.

E. EXECUTIVE SESSION

Town Board Member Rennemeyer moved to go into 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); 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 executive session commenced at 9:40 p.m.

Upon a motion duly made, the Town Board returned to the Regular Meeting at 10:04 p.m.

The executive session was closed and the Town Board returned to the Regular Meeting.

Upon returning to the regular meeting, Mayor Melendez advised that if any participants in the Executive Session believed the session contained any substantial discussion of any matters not included in the motion to convene the Executive Session, or believed any improper action occurred during the Session in violation of the Open Meetings Law; such concerns should now be stated. Hearing none, the Regular Meeting resumed at 10:04 p.m.

F. ADJOURN

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

The meeting was adjourned at 10:04 p.m.

Amanda Mehlenbacher, Deputy Town Clerk



MEMORANDUM

Date: April 23, 2018
To: Mayor & Town Board
From: Millissa Berry, AICP Senior Planner
Re: Resolution No. 2018-40 - A Resolution Initiating Annexation Proceedings for the Great Western Seventh Annexation to the Town of Windsor, Colorado –GWIP, LLC, Broe Land Acquisitions 10, LLC Broe Land Acquisitions 11, LLC and Windsor Renewal 1, LLC, owners; Erik Halverson, Great Western Development, applicant; Cory Rutz, Otten Johnson Robinson Neff + Ragonetti, applicant's representative
Item #: B.2

Background / Discussion

The property owners, GWIP, LLC, Broe Land Acquisitions 10, LLC Broe Land Acquisitions 11, LLC, and Windsor Renewal 1, LLC, represented by Mr. Erik Halverson of Great Western Development, have submitted a petition to annex approximately 349.108 acres to the Town of Windsor as Heavy Industrial (I-H) zoned property. The subject property is located east / southeast of the Great Western Industrial Park off of Eastman Park and WCR 23.

The subject property is located within the Town's Growth Management Area, within which properties are favored to annex into the Town's corporate limits. The property is also identified in the Town's East Side Industrial Subarea.

In accordance with the Windsor Municipal Code and the Municipal Annexation Act of 1965, this resolution is required in order to initiate annexation proceedings. Additional Town Board meetings are required: (1) setting public hearing dates for both Planning Commission and Town Board, and (2) conducting the public hearing. A Planning Commission public hearing will occur prior to the Town Board hearing. A neighborhood meeting is also required, which will include notification to property owners within 300 feet. The neighborhood meeting will occur at least 30 days prior to the Planning Commission meeting.

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.

Recommendation

Staff recommends that the Town Board approve Resolution No. 2018-40 Initiating Annexation proceedings, as presented.

Attachments

Application Materials
PowerPoint presentation

cc: Erik Halverson
Cory Rutz

TOWN OF WINDSOR, COLORADO

RESOLUTION NO. 2018-40

A RESOLUTION INITIATING ANNEXATION PROCEEDINGS FOR THE GREAT WESTERN SEVENTH ANNEXATION TO THE TOWN OF WINDSOR, COLORADO

WHEREAS, the Town Clerk has received an Annexation Petition dated April 5, 2018, a copy of which is attached hereto and incorporated herein by this reference, seeking annexation of certain real property described therein and proposed as the “Great Western Seventh Annexation to the Town of Windsor, Colorado”; and

WHEREAS, the Town Board desires to initiate annexation proceedings in accordance with the requirements of the *Windsor Municipal Code* and the Municipal Annexation Act of 1965.

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

The filing of the aforementioned Annexation Petition is hereby accepted, and annexation proceedings for the Great Western Seventh Annexation are hereby initiated.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 23rd day of April, 2018.

TOWN OF WINDSOR, COLORADO

Kristie Melendez, Mayor

ATTEST:

Amanda Mehlenbacher, Deputy Town Clerk

**ANNEXATION PETITION
FOR GREAT WESTERN SEVENTH ANNEXATION**

TO THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO:

The undersigned (“**Petitioner(s)**”), in accordance with the Municipal Annexation Act of 1965, Chapter 31, Article 12, of the Colorado Revised Statutes, 1973, as amended, hereby petition the Town Board of the Town of Windsor for annexation to the Town of Windsor (this “**Petition**”) of the following described unincorporated territory located in the County of Weld, State of Colorado, to wit:

**LEGAL DESCRIPTION – SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE (the “Property”)**

And in support of this Petition, Petitioner(s) allege that:

1. It is desirable and necessary that the Property be annexed to the Town of Windsor.
2. The condition set forth in section 30(1)(b) of article II of the state constitution has been met, the provisions of section 30 of article II of the state constitution have been complied with and the requirements of CRS 31-12-104 and CRS 31-12-105 exist or have been met in that:
 - a) Not less than one-sixth of the perimeter of the Property is contiguous with the existing boundaries of the Town of Windsor.
 - b) Contiguity with the Town of Windsor is not established by any boundary:
 - (i) of an area previously annexed to the Town of Windsor that, at the time of its annexation, was not contiguous at any point with the boundary of the Town of Windsor, was not otherwise in compliance with CRS 31-12-104(1)(a) and was located more than three miles from the nearest boundary of the Town of Windsor (“**Non-Contiguous Area**”); or
 - (ii) of territory subsequently annexed directly to, or indirectly connected through subsequent annexations to, a Non-Contiguous Area.
 - c) A community of interest exists between the Property and the Town of Windsor.
 - d) The Property is urban or will be urbanized in the near future.
 - e) The Property is integrated or is capable of being integrated with the Town of Windsor.
 - f) In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

- (i) has been divided into separate parts or parcels without the written consent of the landowner(s) thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way.
 - (ii) comprising 20 acres or more, which together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two-hundred thousand dollars for ad valorem tax purposes for the year next preceding the annexation, is included without the written consent of the landowner(s) thereof.
- g) The Property is not presently a part of any incorporated city, city and county, or town; nor have any proceedings been commenced for incorporation or annexation of an area that is part or all of the Property to another municipality; nor has any election for annexation of the Property or substantially the same territory to the Town of Windsor been held within the 12 months immediately preceding the filing of this Petition.
 - h) The proposed annexation will not result in detachment of area from any school district or attachment of same to another school district.
 - i) Except to the extent necessary to avoid dividing parcels within the Property held in identical ownership, at least 50% of which are within the three mile limit, the proposed annexation will not have the effect of extending a municipal boundary more than three miles in any direction from any point of the Town of Windsor boundary in any one year.
 - j) The proposed annexation will not result in the denial of reasonable access to any landowner, owner of an easement, or owner of a franchise adjoining a platted street or alley which has been annexed by the Town of Windsor but is not bounded on both sides by the Town of Windsor.
 - k) The entire width of any platted street or alley to be annexed is included within the Property.
- 3. Petitioner(s) comprise more than 50% of the landowners in the Property and own more than 50% of the Property, excluding public streets and alleys and any land owned by the Town of Windsor.
 - 4. The legal description of the land owned by each Petitioner is set forth in Exhibit B attached hereto and incorporated herein by this reference.
 - 5. The mailing address of Petitioner(s) and the date of signing of each Petitioner's signature are shown on this Petition.
 - 6. Attached to this Petition as Exhibit C and incorporated herein by this reference is the Affidavit of the Circulator of this Petition affirming that each signature hereon is the signature of the person whose name it purports to be.

7. Accompanying this Petition are four copies of an annexation map containing the following information:
- a) A written legal description of the boundaries of the Property;
 - b) A map showing the boundary of the Property;
 - c) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and
 - d) Next to the boundary of the Property, a drawing of the contiguous boundary of the Town of Windsor and the contiguous boundary of any other municipality abutting the Property.
8. Petitioner(s) have filed this Petition subject to, and the consent to annexation of the Property to the Town of Windsor is conditioned upon, satisfaction of the following conditions, any one or more of which may be waived by Petitioner(s) in Petitioner(s) sole discretion:
- a) Concurrently with the Town of Windsor's approval of annexation of the Property, the Town of Windsor approves (i) zoning for the Property that is substantially consistent with the request for zoning which Petitioner(s) submit in connection with this Petition; and (ii) execution of an annexation agreement on terms and conditions mutually acceptable to Petitioner(s) and the City ("**Annexation Agreement**").
 - b) Petitioner(s) hereby reserve for themselves the sole, exclusive and unilateral right to withdraw this Petition by so notifying the Clerk of the Town of Windsor in writing at any point prior to the latest to occur of: (i) the latest final, non-appealable approval of the final ordinance(s) or other final approval(s) approving (A) annexation of the Property; (B) zoning of the Property; and (C) the Annexation Agreement as requested by this Petition; (ii) final, non-appealable resolution of any "Legal Challenge" (defined below); or (iii) any later date as may be set forth in the Annexation Agreement. For purposes of this Petition, "**Legal Challenge**" means either: (i) any third party commences any legal proceeding or other action that directly or indirectly challenges the annexation of the Property, the Annexation Agreement, the approved zoning of the Property or any of the Town of Windsor's ordinances, resolutions or other approvals approving any of the foregoing; or (ii) any third party submits a petition for a referendum seeking to reverse or nullify any of such ordinances.
 - c) Prior to expiration of the period described in the foregoing subparagraph (b) without Petitioner(s) having withdrawn the Petition, neither Petitioner(s) nor the Town of Windsor shall cause or permit the occurrence of the conditions to effectiveness of the annexation as set forth in CRS 31-12-113(2)(b).

9. Upon the annexation of the Property becoming effective, and subject to the conditions set forth in this Petition and to be set forth in the Annexation Agreement, the Property shall become subject to the Town of Windsor Charter and all ordinances, resolutions, rules and regulations of the Town of Windsor, except as otherwise may be set forth in the Annexation Agreement, and except for general property taxes of the Town of Windsor, which shall become effective on January 1 of the next succeeding year following the date on which annexation of the Property becomes legally effective.
10. Except for the terms and conditions of this Petition and of the Annexation Agreement, which terms and conditions Petitioner(s) expressly approve and therefore do not constitute an imposition of additional terms and conditions within the meaning of CRS 31-12-107(4), -110(2), -111 or -112(1), Petitioner(s) request that no additional terms and conditions be imposed upon annexation of the Property to the Town of Windsor.

Petitioner(s) hereby request that the Town of Windsor approve the annexation of the Property pursuant to the provisions of CRS 31-12-101 *et seq.*, as amended.

[Signature Pages Follow This Page]

Respectfully submitted this 5th day of April, 2018.

Petitioner(s):

GWIP, LLC,
a Colorado limited liability company

By: [Signature]
Name: Kevin Shuba
Title: Manager, CEO

Date of Signature: 4-5-2018

Address: 252 Clayton Street
Denver, Colorado 80218

Is Petitioner a resident of the Property?: No.

NOTARY CERTIFICATE

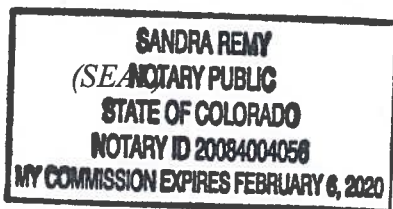
STATE OF Colorado)
) ss.
[CITY AND]COUNTY OF _____)

The foregoing instrument was acknowledged before me this 5th day of April, 2018 by Kevin Shuba as Manager, CEO of GWIP, LLC, a Colorado limited liability company.

WITNESS my hand and official seal. Notary Public:

Address:

[Signature]
252 Clayton
Denver, CO 80206
Street Number, Street Name, City, State and Zip Code



My Commission Expires: 2-6-2020

WINDSOR RENEWAL I, LLC,
a Colorado limited liability company

By: [Signature]

Name: Kevin Shuba

Title: Manager; CEO

Date of Signature: 4-5-2018

Address: 252 Clayton Street, 4th Floor
Denver, Colorado 80218

Is Petitioner a resident of the Property?: No.

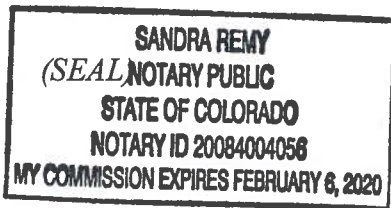
NOTARY CERTIFICATE

STATE OF Colorado)
) ss.
[CITY AND]COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 5th day of April,
20 18 by Kevin Shuba as Manager; CEO of WINDSOR RENEWAL I, LLC, a
Colorado limited liability company.

WITNESS my hand and official seal. Notary Public: [Signature]

Address: 252 Clayton
Denver, CO 80206
Street Number, Street Name, City, State and Zip Code



My Commission Expires: 2-6-2020

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

A parcel of land being the Southwest Quarter of Section Twenty-five (25), a portion of the Southeast Quarter of Section Twenty-six (26), a portion of the Northwest Quarter of Section Thirty-six (36), the Easterly 30 feet of the Northeast Quarter of Section Thirty-five (35), and a portion of the Southwest Quarter of Section Thirty-six (36) lying north of the centerline of the Cache la Poudre River as defined in the ALTA survey recorded March 6, 2007 as Rec. No. 3460125, all in Township Six North (T.6N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, more particularly described as follows:

BEGINNING at the West Quarter Corner of said Section 25 and assuming the North line of the Southwest Quarter of said Section 25 as bearing North 89°31'53" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2643.08 feet with all other bearings contained herein relative thereto;

THENCE North 89°31'53" East along the North line of the Southwest Quarter of said Section 25 a distance of 2643.08 feet to the Center Quarter corner of said Section 25;

THENCE South 00°15'34" East along the East line of the Southwest Quarter of said Section 25 a distance of 2634.20 feet to the South Quarter corner of said Section 25;

THENCE South 03°30'59" East along the East line of the Northwest Quarter of said Section 36 a distance of 2648.13 feet to the Center Quarter corner of said Section 36.

THENCE South 89°31'56" West along the South line of the Northwest Quarter of said Section 36 a distance of 687.85 feet to the centerline of the Cache la Poudre River as described in said ALTA survey recorded March 6, 2007 as Rec. No. 3460125;

The following 27 courses are along the centerline of the Cache la Poudre River as described in said ALTA survey recorded March 6, 2007 as Rec. No. 3460125:

THENCE South 40°17'29" West a distance of 81.86 feet;

THENCE South 42°04'07" West a distance of 139.62 feet;

THENCE South 57°32'37" West a distance of 70.01 feet;

THENCE South 74°00'06" West a distance of 106.31 feet;

THENCE North 78°47'04" West a distance of 60.23 feet;

THENCE North 58°54'54" West a distance of 35.91 feet;

THENCE North 79°15'13" West a distance of 39.26 feet;

THENCE North 85°27'19" West a distance of 71.29 feet;

THENCE North 78°24'22" West a distance of 41.11 feet;

THENCE North 80°57'59" West a distance of 195.11 feet;

THENCE North 71°05'11" West a distance of 82.69 feet;

THENCE North 60°40'54" West a distance of 74.98 feet;

THENCE North 80°24'14" West a distance of 123.58 feet;

THENCE South 72°53'39" West a distance of 46.01 feet;

THENCE South 59°17'02" West a distance of 91.96 feet;

THENCE South 50°01'58" West a distance of 81.34 feet;

THENCE South 73°40'17" West a distance of 59.23 feet;

THENCE South 58°13'46" West a distance of 32.03 feet;

THENCE South 72°13'25" West a distance of 43.67 feet;

THENCE South 44°50'44" West a distance of 67.18 feet;

THENCE South 72°33'29" West a distance of 44.82 feet;

THENCE South 52°56'31" West a distance of 45.94 feet;

THENCE South 35°41'23" West a distance of 89.11 feet;

THENCE South 55°18'57" West a distance of 47.01 feet;

THENCE South 31°10'10" West a distance of 22.55 feet;

THENCE South 06°46'35" East a distance of 107.16 feet;

THENCE South 46°09'50" West a distance of 42.27 feet;

THENCE North 36°26'43" West on a course departing from said river a distance of 116.97 feet;

THENCE North 44°51'43" West a distance of 646.18 feet to the West Quarter Corner of said Section 36;

THENCE South 89°51'43" West along the South line of the Northeast Quarter of said Section 35 a distance of 30.00 feet to a line parallel with and 30.00 feet Westerly of, as measured at a right angle to the East line of the Northeast Quarter of said Section 35;

THENCE North 00°33'37" West along said parallel line a distance of 2639.80 feet to the North line of the Northeast Quarter of said Section 35;
The following 3 courses are along the Southerly, Westerly, and Northerly lines of Lot C of RE 1245;
THENCE South 89°39'11" West a distance of 709.59 feet;
THENCE North 00°18'28" West a distance of 648.00 feet;
THENCE North 89°38'31" East a distance of 709.45 feet to a line parallel with and 30.00 feet Westerly of, as measured at a right angle to the East line of the Southeast Quarter of said Section 26;
THENCE North 00°19'12" West along said line a distance of 1769.99 feet the Southerly line of Lot A of RE 455.
The following 3 courses are along the Southerly, Westerly, and Northerly lines of Lot A of RE 455;
THENCE South 88°02'10" West a distance of 280.65 feet;
THENCE North 01°22'02" East a distance of 195.05 feet;
THENCE North 89°40'44" East a distance of 274.79 feet to a line parallel with and 30.00 feet Westerly of, as measured at a right angle to the East line of the Southeast Quarter of said Section 26;
THENCE North 00°19'12" West along said line a distance of 33.57 feet to the North line of the aforesaid Southeast Quarter;
THENCE North 89°41'50" East along the North line of the Southeast Quarter of said Section 26 a distance of 30.00 feet to the West Quarter Corner of said Section 25 and to the POINT OF BEGINNING.

Said parcel contains 349.108 acres, more or less.

EXHIBIT B
LEGAL DESCRIPTION OF
THE PORTION OF THE PROPERTY OWNED BY EACH PETITIONER

Legal description of the property owned by GWIP, LLC, a Colorado limited liability company:

A parcel of land being the Southwest Quarter of Section Twenty-five (25), a portion of the Southeast Quarter of Section Twenty-six (26), a portion of the Northwest Quarter of Section Thirty-six (36), the Easterly 30 feet of the Northeast Quarter of Section Thirty-five (35), and a portion of the Southwest Quarter of Section Thirty-six (36) lying north of the centerline of the Cache la Poudre River as defined in the ALTA survey recorded March 6, 2007 as Rec. No. 3460125, all in Township Six North (T.6N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, more particularly described as follows:

BEGINNING at the West Quarter Corner of said Section 25 and assuming the North line of the Southwest Quarter of said Section 25 as bearing North 89°31'53" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2643.08 feet with all other bearings contained herein relative thereto;

THENCE North 89°31'53" East along the North line of the Southwest Quarter of said Section 25 a distance of 2643.08 feet to the Center Quarter corner of said Section 25;

THENCE South 00°15'34" East along the East line of the Southwest Quarter of said Section 25 a distance of 2634.20 feet to the South Quarter corner of said Section 25;

THENCE South 03°30'59" East along the East line of the Northwest Quarter of said Section 36 a distance of 2648.13 feet to the Center Quarter corner of said Section 36.

THENCE South 89°31'56" West along the South line of the Northwest Quarter of said Section 36 a distance of 687.85 feet to the centerline of the Cache la Poudre River as described in said ALTA survey recorded March 6, 2007 as Rec. No. 3460125;

The following 27 courses are along the centerline of the Cache la Poudre River as described in said ALTA survey recorded March 6, 2007 as Rec. No. 3460125:

THENCE South 40°17'29" West a distance of 81.86 feet;
THENCE South 42°04'07" West a distance of 139.62 feet;
THENCE South 57°32'37" West a distance of 70.01 feet;
THENCE South 74°00'06" West a distance of 106.31 feet;
THENCE North 78°47'04" West a distance of 60.23 feet;
THENCE North 58°54'54" West a distance of 35.91 feet;
THENCE North 79°15'13" West a distance of 39.26 feet;
THENCE North 85°27'19" West a distance of 71.29 feet;
THENCE North 78°24'22" West a distance of 41.11 feet;
THENCE North 80°57'59" West a distance of 195.11 feet;
THENCE North 71°05'11" West a distance of 82.69 feet;
THENCE North 60°40'54" West a distance of 74.98 feet;
THENCE North 80°24'14" West a distance of 123.58 feet;
THENCE South 72°53'39" West a distance of 46.01 feet;
THENCE South 59°17'02" West a distance of 91.96 feet;
THENCE South 50°01'58" West a distance of 81.34 feet;
THENCE South 73°40'17" West a distance of 59.23 feet;
THENCE South 58°13'46" West a distance of 32.03 feet;
THENCE South 72°13'25" West a distance of 43.67 feet;
THENCE South 44°50'44" West a distance of 67.18 feet;
THENCE South 72°33'29" West a distance of 44.82 feet;
THENCE South 52°56'31" West a distance of 45.94 feet;
THENCE South 35°41'23" West a distance of 89.11 feet;
THENCE South 55°18'57" West a distance of 47.01 feet;
THENCE South 31°10'10" West a distance of 22.55 feet;
THENCE South 06°46'35" East a distance of 107.16 feet;
THENCE South 46°09'50" West a distance of 42.27 feet;

THENCE North 36°26'43" West on a course departing from said river a distance of 116.97 feet;
 THENCE North 44°51'43" West a distance of 646.18 feet to the West Quarter Corner of said Section 36;
 THENCE South 89°51'43" West along the South line of the Northeast Quarter of said Section 35 a distance of 30.00 feet to a line parallel with and 30.00 feet Westerly of, as measured at a right angle to the East line of the Northeast Quarter of said Section 35;
 THENCE North 00°33'37" West along said parallel line a distance of 2639.80 feet to the North line of the Northeast Quarter of said Section 35;
 The following 3 courses are along the Southerly, Westerly, and Northerly lines of Lot C of RE 1245;
 THENCE South 89°39'11" West a distance of 709.59 feet;
 THENCE North 00°18'28" West a distance of 648.00 feet;
 THENCE North 89°38'31" East a distance of 709.45 feet to a line parallel with and 30.00 feet Westerly of, as measured at a right angle to the East line of the Southeast Quarter of said Section 26;
 THENCE North 00°19'12" West along said line a distance of 1769.99 feet the Southerly line of Lot A of RE 455.
 The following 3 courses are along the Southerly, Westerly, and Northerly lines of Lot A of RE 455;
 THENCE South 88°02'10" West a distance of 280.65 feet;
 THENCE North 01°22'02" East a distance of 195.05 feet;
 THENCE North 89°40'44" East a distance of 274.79 feet to a line parallel with and 30.00 feet Westerly of, as measured at a right angle to the East line of the Southeast Quarter of said Section 26;
 THENCE North 00°19'12" West along said line a distance of 33.57 feet to the North line of the aforesaid Southeast Quarter;
 THENCE North 89°41'50" East along the North line of the Southeast Quarter of said Section 26 a distance of 30.00 feet to the West Quarter Corner of said Section 25 and to the POINT OF BEGINNING.

Said parcel contains 349.108 acres, more or less.

Less and except the following:

Lot A of Recorded Exemption No. 0807-26-4-RE 455 recorded September 30 as Reception No. 1837553 of the Records of Weld County, situate in the Southeast Quarter of Section Twenty-six (26), Township Six North (T.6N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado.

Said parcel contains 1.345 acres, more or less.

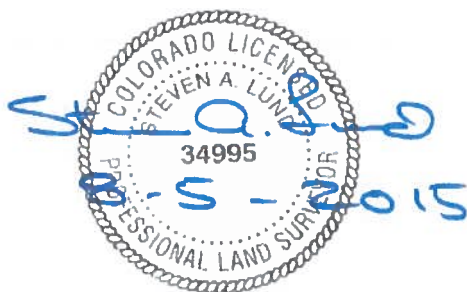
Legal description of the property owned by Windsor Renewal I, LLC, a Colorado limited liability company:

Lot A of Recorded Exemption No. 0807-26-4-RE 455 recorded September 30 as Reception No. 1837553 of the Records of Weld County, situate in the Southeast Quarter of Section Twenty-six (26), Township Six North (T.6N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado.

Said parcel contains 1.345 acres, more or less.

SURVEYOR'S CERTIFICATE

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



Steven A. Lund – on behalf of King Surveyors
Colorado Registered Professional
Land Surveyor #34995

KING SURVEYORS
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011

EXHIBIT C
AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath deposes and states:

1. That the undersigned circulated the foregoing Annexation Petition, consisting of 12 pages, including this Exhibit C.
2. That the signature(s) of the Petitioner(s) on the foregoing Annexation Petition are the signatures of the persons whose name they purport to be.

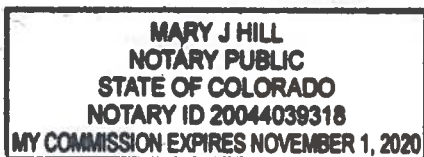
Sandra Remy
Circulator

NOTARY CERTIFICATE

STATE OF Colorado)
) ss.
[CITY AND]COUNTY OF Denver)

The foregoing Affidavit of Circulator was subscribed and sworn to before me this 5th day of April, 2018, by Sandra Remy.
(Insert Name of Circulator)

WITNESS my hand and official seal.



(SEAL)

Notary Public: Mary J Hill

Address: 252 Clayton St.

Denver, CO 80206
Street Number, Street Name, City, State, Zip Code

My Commission Expires: 11/01/2020

OTTENJOHNSON
ROBINSON NEFF + RAGONETTI_{PC}

February 14, 2018

CORY M. RUTZ
303 575 7531
CRUTZ@OTTENJOHNSON.COM

Planning & Zoning Department
Town of Windsor
301 Walnut Street
Windsor, Colorado 80550

Attention: Scott Ballstadt

Re: Community Need for the Proposed Great Western 7th Annexation and Zoning

Dear Mr. Ballstadt:

We are submitting this statement in connection with the annexation petition for the Great Western Seventh Annexation, which respectfully requests that certain real property (the “**Property**”) be annexed to the Town of Windsor, Colorado (the “**Town**”). The purpose of this letter is to satisfy the requirement in Section 15-1-30(d)(8) of the Windsor Municipal Code (the “**Code**”), which requires that applications for annexation to the Town include a “statement on the community need for the proposed annexation and zoning.” The required statement pertaining to the proposed initial zoning of the Property is set forth in the letter submitted with the zoning application for the Property.

The Town’s 2016 Comprehensive Plan (the “**Plan**”) maps a Growth Management Area (“**GMA**”) for the purposes of identifying areas where future development should be directed and contained, as well as delineating areas for future annexation. The Plan also identifies a three-mile planning area (“**3-Mile Area**”), which includes both the entire GMA as well as certain other property outside of the GMA. As required by C.R.S. § 31-12-105, a three-mile plan must be in place prior to submission of any annexation petition to the Town. The Property lies within both the GMA and the 3-Mile Area, and has therefore identified the Property as suitable for future annexation.

The western portion of the Property is also located within the East Side Industrial Subarea, as defined in the Town’s 2006 East Side Industrial Subarea Plan, which creates a framework for the eventual annexation and development of the property located within the East Side Industrial Subarea. Consistent with the Plan and the East Side Industrial Subarea Plan, the properties adjacent to the north and to the west of the Property have both been annexed to the Town. The property adjacent to the east of the Property has been annexed to Greeley. Accordingly, the Town’s annexation of the Property will create a clear demarcation of the boundary between the Town and the City of Greeley and will be consistent with the East Side Industrial Subarea Plan.

February 14, 2018
Page 2

On behalf of the applicant, we look forward to working with the Town throughout this process. Please feel free to contact me with any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cory Rutz", with a large, stylized loop at the end.

Cory M. Rutz
for the Firm

1345084.3



DAN SEEGMILLER, SUPERINTENDENT
STEPHANIE WATSON, ASST. SUPERINTENDENT

March 30, 2018

Town of Windsor Planning Department
301 Walnut Street
Windsor, CO 80550

RE: Great Western 7th Annexation

The above referenced project is located east of Weld County Road 23 and south of Weld County Road 64 3/4. The proposed annexation would change the zoning from agriculture to heavy industrial and there will not be a student impact on the School District.

The School District respectfully requests the opportunity to respond with comments should the use of the property change. Your continuing cooperation is sincerely appreciated, as is the opportunity to comment upon issues of interest to the Town, the School District and our mutual constituents. Should you have questions or desire further information, please contact me at your convenience.

Sincerely,

Stephanie R. Watson

Stephanie R. Watson
Assistant Superintendent of Business Services

ANNEXATION MAP FOR
GREAT WESTERN SEVENTH ANNEXATION
To The Town Of Windsor

Situate In Sections 25, 26, 35 and 36, Township 6 North, Range 67 West Of The 6th P.M.,
County Of Weld, State Of Colorado

DESCRIPTION

A parcel of land being the Southwest Quarter of Section Twenty-five (25), a portion of the Southeast Quarter of Section Twenty-six (26), a portion of the Northwest Quarter of Section Thirty-six (36), the Easterly 30 feet of the Northeast Quarter of Section Thirty-five (35), and a portion of the Southwest Quarter of Section Thirty-six (36) lying north of the centerline of the Cache la Poudre River as defined in the ALTA survey recorded March 6, 2007 as Rec. No. 3460125, all in Township Six North (T.6N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, more particularly described as follows:

BEGINNING at the West Quarter Corner of said Section 25 and assuming the North line of the Southwest Quarter of said Section 25 as bearing North 89°31'53" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2643.08 feet with all other bearings contained herein relative thereto;

THENCE North 89°31'53" East along the North line of the Southwest Quarter of said Section 25 a distance of 2643.08 feet to the Center Quarter corner of said Section 25;
THENCE South 00°15'34" East along the East line of the Southwest Quarter of said Section 25 a distance of 2634.20 feet to the South Quarter corner of said Section 25;
THENCE South 03°30'59" East along the East line of the Northwest Quarter of said Section 36 a distance of 2648.13 feet to the Center Quarter corner of said Section 36;
THENCE South 89°31'56" West along the South line of the Northwest Quarter of said Section 36 a distance of 687.85 feet to the centerline of the Cache la Poudre River as described in said ALTA survey recorded March 6, 2007 as Rec. No. 3460125;
The following 27 courses are along the centerline of the Cache la Poudre River as described in said ALTA survey recorded March 6, 2007 as Rec. No. 3460125:

THENCE South 40°17'29" West a distance of 81.86 feet;
THENCE South 42°04'07" West a distance of 139.62 feet;
THENCE South 57°32'37" West a distance of 70.01 feet;
THENCE South 74°00'06" West a distance of 106.31 feet;
THENCE North 78°47'04" West a distance of 60.23 feet;
THENCE North 58°54'54" West a distance of 35.91 feet;
THENCE North 79°15'13" West a distance of 39.26 feet;
THENCE North 85°27'19" West a distance of 71.29 feet;
THENCE North 78°24'22" West a distance of 41.11 feet;
THENCE North 80°57'59" West a distance of 195.11 feet;
THENCE North 71°05'11" West a distance of 82.69 feet;
THENCE North 60°40'54" West a distance of 74.98 feet;
THENCE North 80°24'14" West a distance of 123.58 feet;
THENCE South 72°53'39" West a distance of 46.01 feet;
THENCE South 59°17'02" West a distance of 91.96 feet;
THENCE South 50°01'58" West a distance of 81.34 feet;
THENCE South 73°40'17" West a distance of 59.23 feet;
THENCE South 58°13'46" West a distance of 32.03 feet;
THENCE South 72°13'25" West a distance of 43.67 feet;
THENCE South 44°50'44" West a distance of 67.18 feet;
THENCE South 72°33'29" West a distance of 44.82 feet;
THENCE South 52°56'31" West a distance of 45.94 feet;
THENCE South 35°41'23" West a distance of 89.11 feet;
THENCE South 55°18'57" West a distance of 47.01 feet;
THENCE South 31°10'10" West a distance of 22.55 feet;
THENCE South 06°46'35" East a distance of 107.16 feet;
THENCE South 46°09'50" West a distance of 42.27 feet;
THENCE North 36°26'43" West on a course departing from said river a distance of 116.97 feet;
THENCE North 44°51'43" West a distance of 646.18 feet to the West Quarter Corner of said Section 36;
THENCE South 89°51'43" West along the South line of the Northeast Quarter of said Section 35 a distance of 30.00 feet to a line parallel with and 30.00 feet Westerly of, as measured at a right angle to the East line of the Northeast Quarter of said Section 35;
THENCE North 00°33'37" West along said parallel line a distance of 2639.80 feet to the North line of the Northeast Quarter of said Section 35;
The following 3 courses are along the Southerly, Westerly, and Northerly lines of Lot C of RE 1245;
THENCE South 89°39'11" West a distance of 709.59 feet;
THENCE North 00°18'28" West a distance of 648.00 feet;
THENCE North 89°38'31" East a distance of 709.45 feet to a line parallel with and 30.00 feet Westerly of, as measured at a right angle to the East line of the Southeast Quarter of said Section 26;
THENCE North 00°19'12" West along said line a distance of 1769.99 feet the Southerly line of Lot A of RE 455;
The following 3 courses are along the Southerly, Westerly, and Northerly lines of Lot A of RE 455;
THENCE South 88°02'10" West a distance of 280.65 feet;
THENCE North 01°22'02" East a distance of 195.05 feet;
THENCE North 89°40'44" East a distance of 274.79 feet to a line parallel with and 30.00 feet Westerly of, as measured at a right angle to the East line of the Southeast Quarter of said Section 26;
THENCE North 00°19'12" West along said line a distance of 33.57 feet to the North line of the aforesaid Southeast Quarter;
THENCE North 89°41'50" East along the North line of the Southeast Quarter of said Section 26 a distance of 30.00 feet to the West Quarter Corner of said Section 25 and to the POINT OF BEGINNING.

Said parcel contains 349.108 acres, more or less.

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 herein, have caused such land to be annexed and master planned as indicated on this plat under the name of GREAT WESTERN SEVENTH ANNEXATION. In compliance with Town of Windsor regulations and by contractual agreement, the landowners shall bear all expenses involved in improvements.

OWNER: GWP, LLC, a Colorado limited liability company

By: _____
Name: _____
As: _____

NOTARIAL CERTIFICATE

STATE OF _____)
ss _____)
COUNTY OF _____)

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

My commission expires _____ (SEAL)
Notary Public

OWNER: Windsor Renewal I, LLC, a Colorado Limited Liability Company

By: _____
Name: _____
As: _____

NOTARIAL CERTIFICATE

STATE OF _____)
ss _____)
COUNTY OF _____)

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

My commission expires _____ (SEAL)
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

SURVEYOR'S STATEMENT

I state that this plat accurately represents the results of a survey made by me or under my direct supervision.

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

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the North line of the Southwest Quarter of said Section 25 as bearing North 89°31'53" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2643.08 feet with all other bearings contained herein relative thereto.

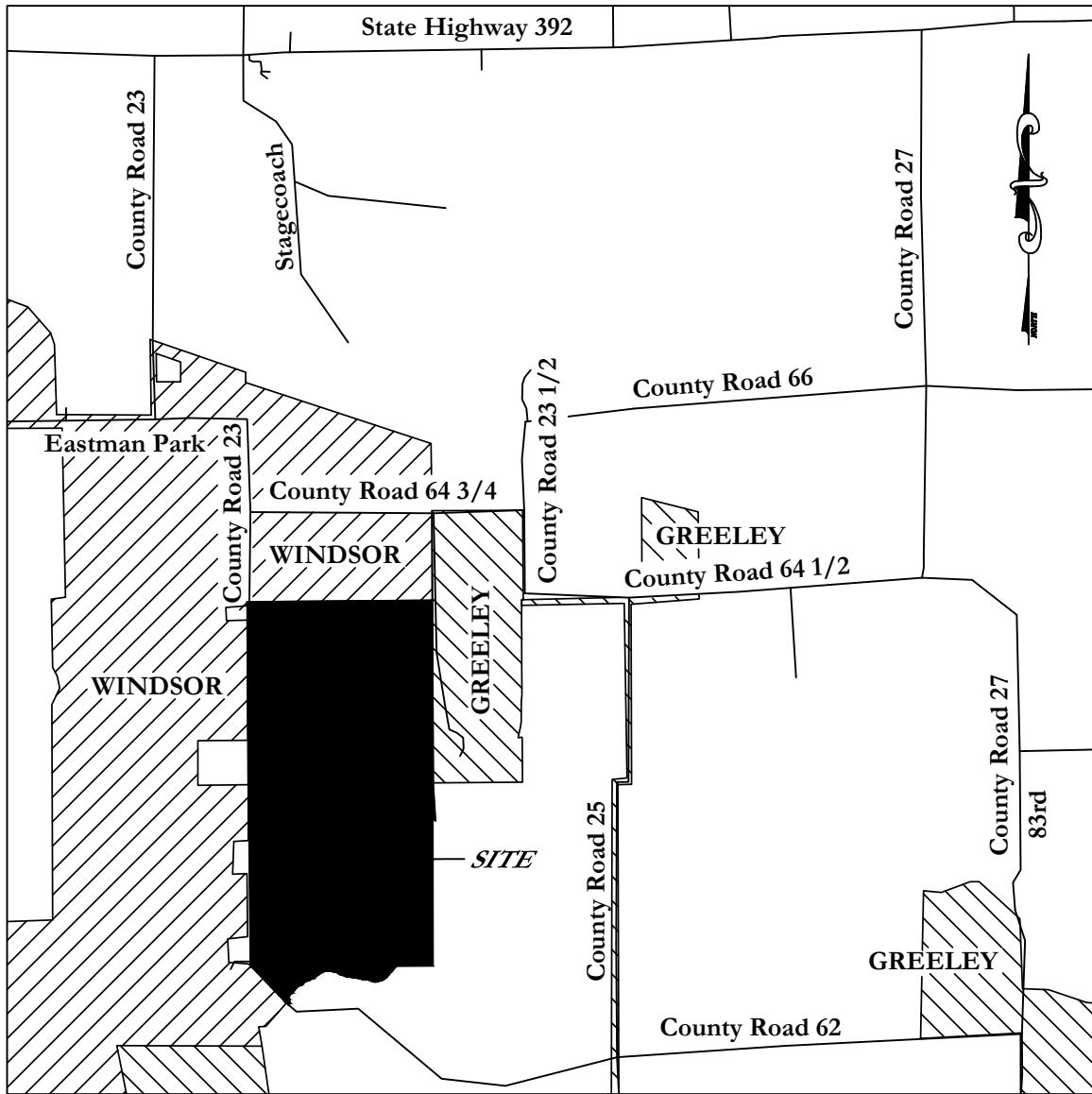
The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

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.

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)



VICINITY MAP
(NOT TO SCALE)

DATE:	3/9/2018
FILE NAME:	2014830A--ANX
SCALE:	NA
DRAWN BY:	CSK & AML
CHECKED BY:	SAL/MCD

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821



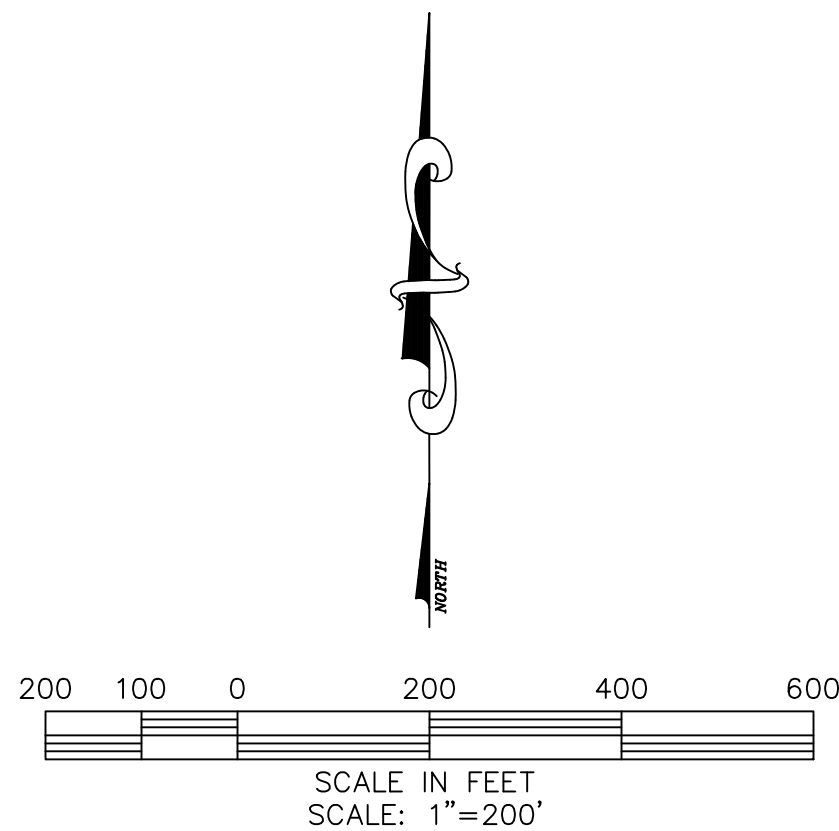
REVISIONS:	DATE:
REVISED PER ATTORNEY COMMENTS	CSK 4/6/16
REVISED PER ATTORNEY COMMENTS	MCD 6/20/16
REVISED OWNERSHIP & PROP ZONING	MCD 1/29/18
REVISED OWNERSHIP	MCD 3/9/18

GREAT WESTERN SEVENTH ANNEXATION
FOR
GREAT WESTERN DEVELOPMENT
2005 HOWARD SMITH AVENUE
WINDSOR, CO 80550

PROJECT #:
2014830--A

ANNEXATION MAP FOR
GREAT WESTERN SEVENTH ANNEXATION
To The Town Of Windsor

Situate In Sections 25, 26, 35 and 36, Township 6 North, Range 67 West Of The 6th P.M.,
County Of Weld, State Of Colorado



LEGEND

---	ALIQUOT LINE
---	PROPERTY LINE
---	ANNEXATION BOUNDARY LINE
■	ALIQUOT CORNER AS DESCRIBED

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the North line of the Southwest Quarter of said Section 25 as bearing North 89°31'53" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2643.08 feet with all other bearings contained herein relative thereto.

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

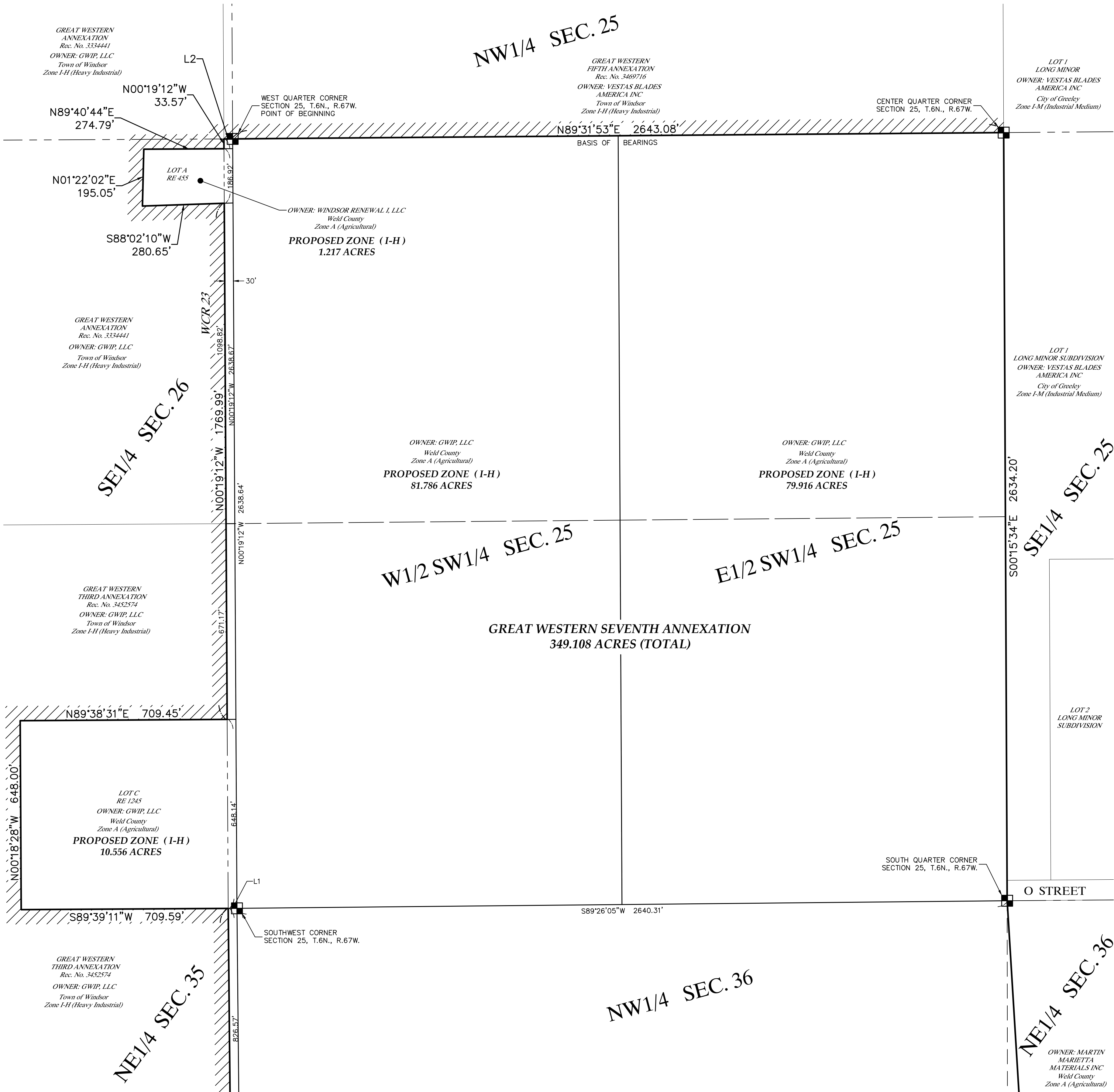
SURVEYOR'S STATEMENT

I state that this plat accurately represents the results of a survey made by me or under my direct supervision.

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



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°39'11"E	30.00'
L2	N89°41'50"E	30.00'
L3	S40°17'33"W	81.86'
L4	S42°04'07"W	139.62'
L5	S57°32'37"W	70.01'
L6	S74°00'06"W	106.31'
L7	N78°47'04"W	60.23'
L8	N58°54'54"W	35.91'
L9	N79°15'13"W	39.26'
L10	N85°27'19"W	71.29'
L11	N78°24'22"W	41.11'
L12	N80°57'59"W	195.11'
L13	N71°05'11"W	82.69'
L14	N60°40'54"W	74.98'
L15	N80°24'14"W	123.58'
L16	S72°53'39"W	46.01'

LINE TABLE		
LINE	BEARING	LENGTH
L17	S59°17'02"W	91.96'
L18	S50°01'58"W	81.34'
L19	S73°40'17"W	59.23'
L20	S58°13'46"W	32.03'
L21	S72°13'25"W	43.67'
L22	S44°50'44"W	67.18'
L23	S72°33'29"W	44.82'
L24	S52°56'31"W	45.94'
L25	S35°41'23"W	89.11'
L26	S55°18'57"W	47.01'
L27	S31°10'10"W	22.55'
L28	S06°46'35"E	107.16'
L29	S46°09'50"W	42.27'
L30	N36°26'43"W	59.26'
L31	N36°26'43"W	57.71'
L32	N89°32'33"E	30.00'

DATE:
3/9/2018
FILE NAME:
2014830A-ANX
SCALE:
1" = 200'
DRAWN BY:
CSK & AML
CHECKED BY:
SAL/MCD

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821

REVISIONS:	DATE:
REVISED PER ATTORNEY COMMENTS	CSK 4/6/16
REVISED PER ATTORNEY COMMENTS	MCD 6/20/16
REVISED OWNERSHIP & PROP. ZONING	MCD 1/29/18
REVISED OWNERSHIP	MCD 3/9/18

GREAT WESTERN SEVENTH ANNEXATION
FOR
GREAT WESTERN DEVELOPMENT
2005 HOWARD SMITH AVENUE
WINDSOR, CO 80550

PROJECT #:
2014830-A

2
SHEET 2 OF 3

*ANNEXATION MAP FOR
GREAT WESTERN SEVENTH ANNEXATION
To The Town Of Windsor*

Situate In Sections 25, 26, 35 and 36, Township 6 North, Range 67 West Of The 6th P.M.
County Of Weld, State Of Colorado

SEE SHEET 2 OF .

SOUTH QUARTER CORNER
SECTION 25, T.6N., R.67W.

O STREET

PROPOSED ZONE (I-H)
10.556 ACRES

GREAT WESTERN
THIRD ANNEXATION
Rec. No. 3452574
OWNER: GWIP, LLC
Town of Windsor
Zone I-H (Heavy Industrial)

574
LLC

Town of Windsor
Zone I-H (Heavy Industrial)

574
LLC

Town of Windsor
Zone I-H (Heavy Industrial)

LOT B
RE 1244
OWNER: WEBER,
BRIAN L
Weld County
Zone I-1

GREAT WESTERN SEVENTH ANNEXATION
349.108 ACRES (TOTAL)

OWNER: GWIP, LLC
Weld County
Zone A (Agricultural)

PROPOSED ZONE (I-H)
175.633 ACRES

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the North line of the Southwest Quarter of said Section 25 as bearing North 89°31'53" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2643.08 feet with all other bearings contained herein relative thereto.

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

GREAT WESTERN
THIRD ANNEXATION
Rec. No. 3452574
OWNER: GWIP, LLC
Town of Windsor
Zone I-H (Heavy Industrial)

OWNER: GWIP, LL
Town of Windsor
Zone I-H (Heavy Industrial)

NE1/4 SEC. 35

LOT A
RE 475
OWNER: DEMIANYO
JOHN DANIEL
REVOCABLE TRUST
Weld County
Zone A (Agricultural)

LOT A
 RE 476
 OWNER: BLANKS,
 STEVEN F & COLLEEN
 E.
 Weld County
 Zone A (Agricultural)

SURVEYOR'S STATEMENT

I state that this plot accurately represents the results of a survey made by me or under my direct supervision.

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.

WEST QUARTER CORNER
SECTION 36, T.6N., R.67W.

GREAT WESTERN
THIRD ANNEXATION
Rec. No. 3452574
OWNER: GWIP, LLC
Town of Windsor
Zone I-H (Heavy Industrial)

OWNER: GWIP, LLC
Town of Windsor
Zone I-H (Heavy Industrial)

Rec. No. 293114
OWNER: ORR, ED
SUSIE ANN
Weld County
Zone A (Agriculture)

*SUSIE ANN
Weld County
Zone A (Agriculture)*

CENTER QUARTER CORNER
SECTION 36, T.6N., R.67E.

NE1/4 SEC. 36

Rec. No. 2931147
OWNER: ORR, ED
SUSIE ANN
Weld County
Zone A (Agriculture)

PRELIMINARY

Michael Chad Dilka – on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #3810

3/9/2018

NAME:
014830A-ANX

1" = 200'

CSK & AML

CKED BY:
SAL/MCD

KING SURVEYORS
 10 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821



REVISED PER ATTORNEY COMMENTS	CSK	4/6/16
REVISED PER ATTORNEY COMMENTS	MCD	6/20/16
REVISED OWNERSHIP & PROP ZONING	MCD	1/29/18
REVISED OWNERSHIP	MCD	3/9/18

GREAT WESTERN SEVENTH ANNEXATION
FOR
GREAT WESTERN DEVELOPMENT
2005 HOWARD SMITH AVENUE
WINDSOR, CO 80550

PROJECT #:
2014830-A

3

SHEET 3 OF 3



Great Western 7th Annexation - initiating review resolution

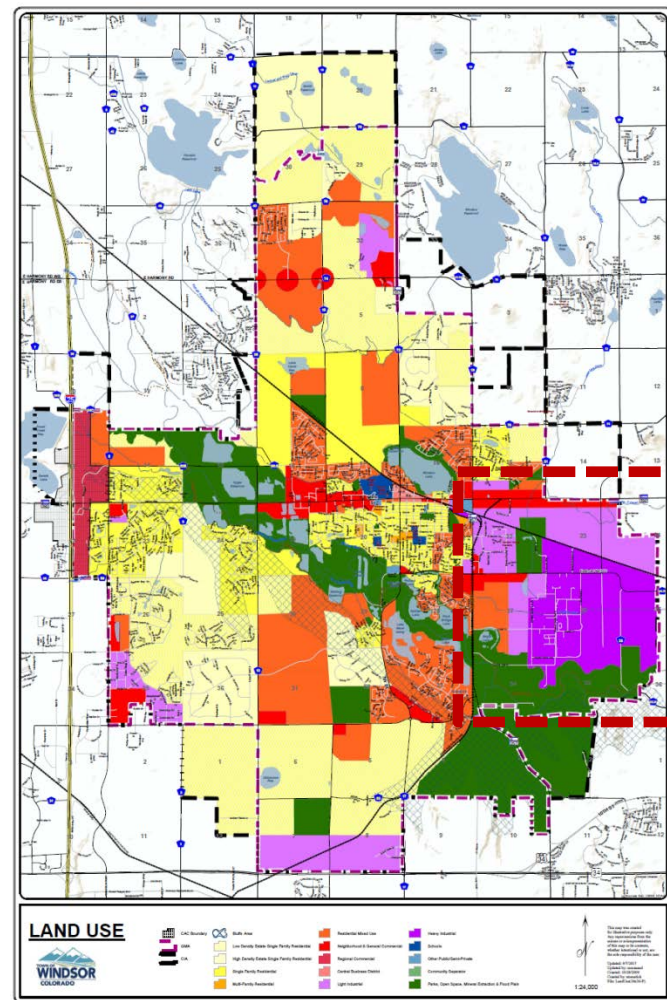
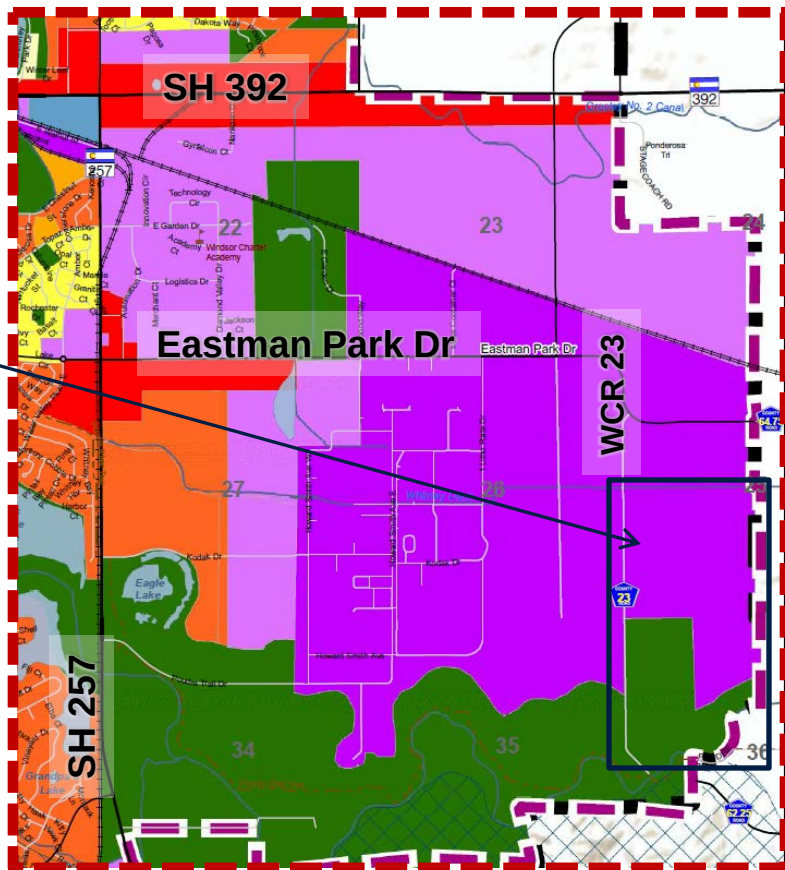
Millissa Berry, Senior Planner

Town Board April 23, 2018



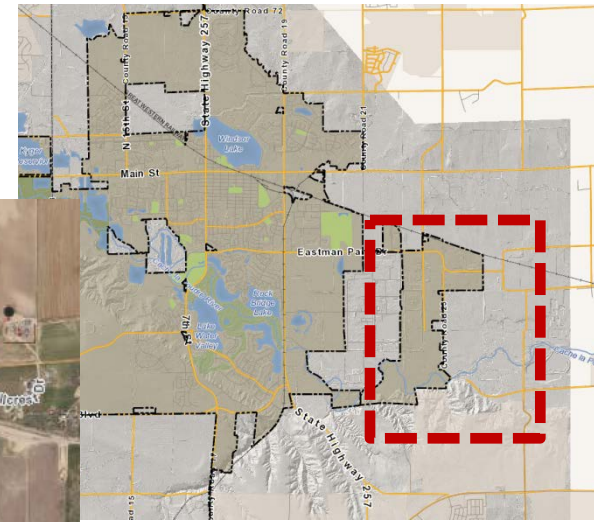
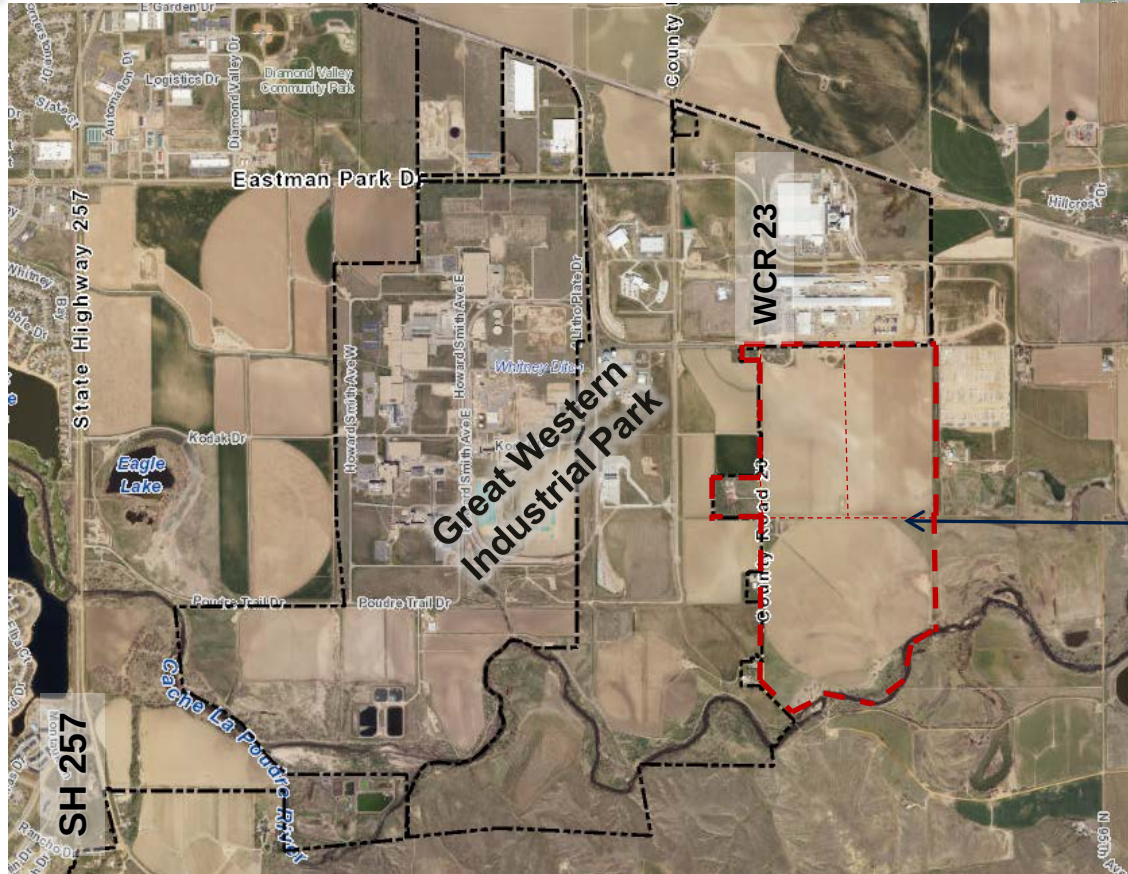
Land Use Plan

Subject
Properties





Site Vicinity Map



Subject
Properties



MEMORANDUM

Date: April 23, 2018
To: Windsor Town Board
From: Ian D. McCargar, Town Attorney
Re: Acceptance of Public Trail Right-of-Way
Item #: B-3

Background / Discussion

The development of The Ridge at Harmony Road Second Filing requires the construction of a public trail, a portion of which lies on property owned by the Boxelder Sanitation District. The District has executed the attached Deed of Dedication for Right of Way to facilitate construction of the trail by the Ridge developer during the subdivision development process, and eventual ownership of the trail section by the Town. Town acceptance of the Deed of Dedication is the first legal step.

Financial Impact

None.

Relationship to Strategic Plan

Thoughtful framework, supportive infrastructure.

Recommendation

Adopt Resolution No. 2018-41 – A Resolution Approving and Accepting a Deed of Dedication for Right of Way from Boxelder Sanitation District for Public Trail Purposes in the Town of Windsor, Colorado. Simple majority of those participating required.

Attachments

- Deed of Dedication for Right of Way dated April 9, 2018;
- Resolution No. 2018-41 – A Resolution Approving and Accepting a Deed of Dedication for Right of Way from Boxelder Sanitation District for Public Trail Purposes in the Town of Windsor, Colorado

TOWN OF WINDSOR

RESOLUTION NO. 2018-41

A RESOLUTION APPROVING AND ACCEPTING A DEED OF DEDICATION FOR RIGHT OF WAY FROM BOXELDER SANITATION DISTRICT FOR PUBLIC TRAIL PURPOSES IN THE TOWN OF WINDSOR, COLORADO

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

WHEREAS, the Town is responsible for a system of recreational trails within its corporate limits; and

WHEREAS, the Town has approved the final subdivision plat for The Ridge at Harmony Road Second Filing; and

WHEREAS, the dedication of the right of way for public trail purposes is needed to facilitate the development of The Ridge at Harmony Road Second Filing; and

WHEREAS, the Boxelder Sanitation District (“Boxelder”) owns property upon which a portion of a Town-owned public recreational trail will lie; and

WHEREAS, Boxelder has tendered a Deed of Dedication for Right of Way (“Right of Way Deed”), a copy of which is attached hereto and incorporated by this reference as if set forth fully; and

WHEREAS, the Town Board has reviewed the attached Right of Way Deed 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 Dedication for Right of Way (Public Pedestrian Trail), is hereby approved and accepted.

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

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 23rd day of April, 2018.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Amanda Mehlenbacher, Deputy Town Clerk

**DEED OF DEDICATION FOR RIGHT OF WAY
(Public Pedestrian Trail)**

The undersigned, Boxelder Sanitation District ("Grantor") for valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby dedicate, grant, transfer and convey to the TOWN OF WINDSOR, COLORADO, a municipal corporation ("Town"), for public use as a perpetual right-of-way for the keeping, maintenance, repair, use and replacement of one or more concrete public pedestrian trails on, over, across, under, along and within the real property in Weld County, Colorado as described in the legal description and depiction attached hereto as **Exhibit A** ("Property"), both of which are incorporated herein by this reference as if set forth fully, with all appurtenances, and warrants title to the same, free and clear of all liens and encumbrances, subject to reservations and exceptions of record.

Grantor reserves the right to use the Property, so long as such use does not impair or impede Grantees rights herein. Should Grantor make use of the Property as reserved to Grantor herein, Grantor shall restore the Property to its prior condition at Grantor's sole expense.

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

DATED this 9th of April, 2018.

Boxelder Sanitation District



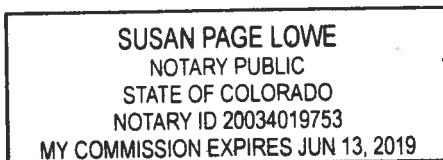
By: Brian Zick Title: District Engineer

ACKNOWLEDGEMENT

STATE OF COLORADO)
 LARIMER) ss:
COUNTY OF ~~WELD~~)

The foregoing instrument was acknowledged before me this 9th of April, 2018, by Brian Zick, in his/her capacity as DISTRICT ENGINEER of Boxelder Sanitation District.

Witness my official hand and seal. My commission expires 6/13/2019.




Notary Public

ACCEPTANCE

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

Dated this ____ day of _____, 20____.

TOWN OF WINDSOR, COLORADO
a Colorado municipality

Kristie Melendez, Mayor

ATTEST:

Patti Garcia, Town Clerk

APPROVED AS TO FORM:

Ian D. McCargar, Town Attorney

EXHIBIT A

DESCRIPTION:

A tract of land being a portion of Tract P, The Ridge at Harmony Road Subdivision, located in the Southwest Quarter of Section 31, Township 7 North, Range 67 West of the 6th P.M., Town of Windsor, County of Weld, State of Colorado, and being more particularly described as follows:

Considering the South line of Tract P, The Ridge at Harmony Road Subdivision, also being the North right-of-way line of Weld County Road 74, as bearing North 88° 44' 24" East and with all bearings contained herein relative thereto:

BEGINNING at the Southeast corner of Tract P, The Ridge at Harmony Road Subdivision; thence along the South line of said Tract P, South 88° 44' 24" West, 60.00 feet; thence, North 01° 15' 35" West, 20.00 feet; thence North 88° 44' 24" East, 60.93 feet; thence, South 01° 23' 35" West, 20.02 feet to the POINT OF BEGINNING.

The above described tract of land contains 1,209 square feet, more or less and is subject to all easements and rights-of-way now on record or existing.

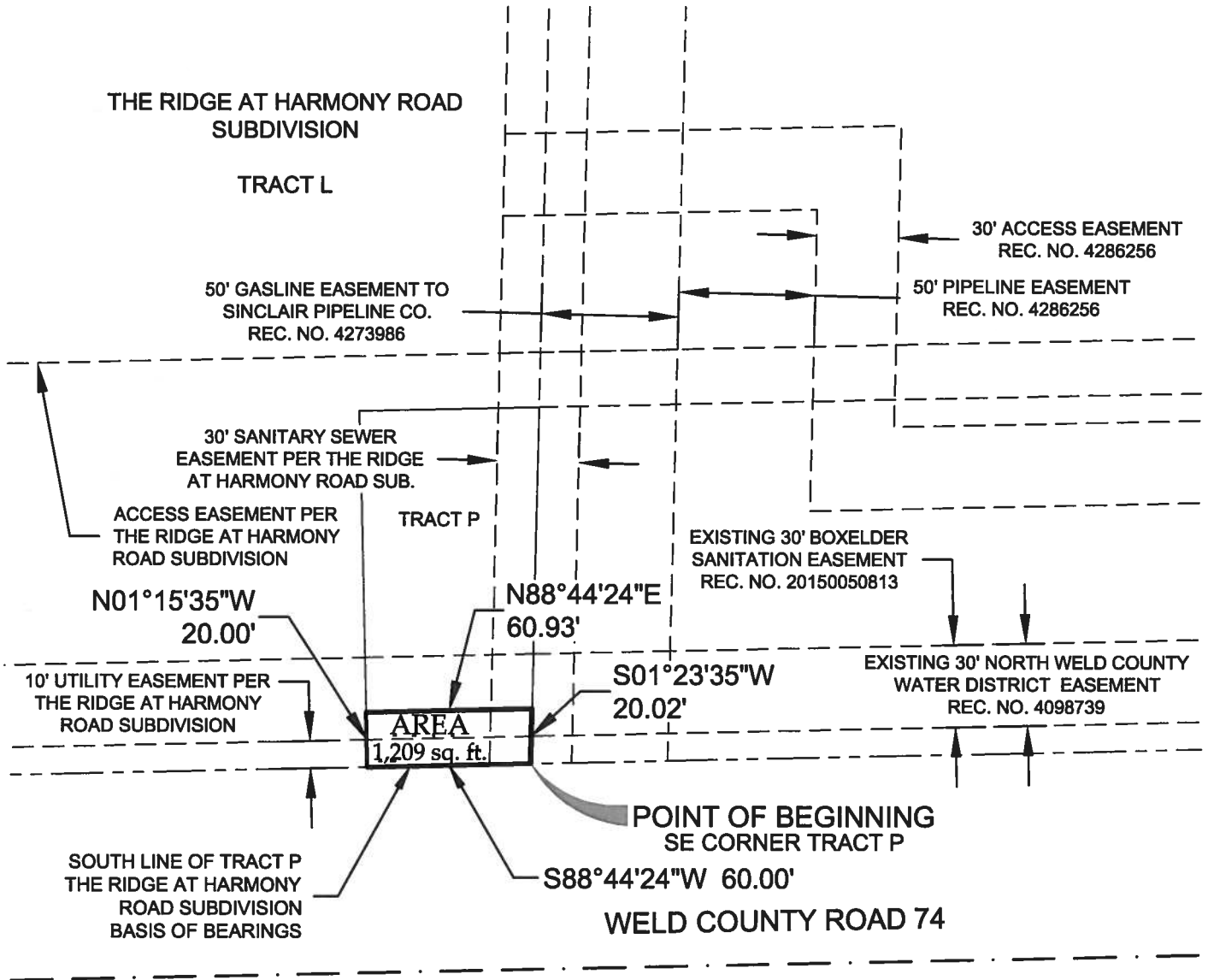
LMS

April 6, 2018

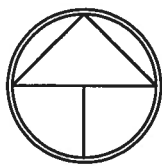
S:\Survey Jobs\911-013\Dwg\Exhibits\911-013 Harmony Ridge Tract P trail easement description.docx

EXHIBIT

A TRACT OF LAND BEING A PORTION OF TRACT P, THE RIDGE AT HARMONY ROAD SUBDIVISION, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6th P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO



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



60 0 60 Feet
(US SURVEY FEET)
1 inch = 60 ft.



NORTHERN
ENGINEERING

FORT COLLINS: 301 North Howe Street, Suite 100, 80521
GREELEY: 820 8th Street, 80631

PHONE: 970.221.4158
www.northernengineering.com



MEMORANDUM

Date: April 23, 2018
To: Mayor and Town Board
From: Scott Ballstadt, AICP, Director of Planning
Re: Advisory Board Appointment
Item #: B.4

Background / Discussion

Due to the resignation of Lisa Geisick from the Historic Preservation Commission, a vacancy has been created. Staff is recommending that the Town Board consider the appointment of Dr. Larry Lawrence to the vacancy; he is currently serving as an alternate on the Historic Preservation Commission with a term ending March 2019. If approved, the appointment would be as follows:

Historic Preservation Commission

Dr. Larry Lawrence; term expiring March 2019

Relationship to Strategic Plan

N/A

Recommendation

Staff recommends approval of the appointment as noted.

Attachments

Application



11/16/15
5pm

Rec'd 11/16/15

Choices by preference

- 1) BJA
- 2) PC
- 3) W+D

Historic Preservation Commission Application

To be considered a candidate for the Historic Preservation Commission, please complete this application and return it to the Town Clerk's Office, 301 Walnut Street, Windsor, CO 80550, fax to (970) 686-7180 or email to pgarcia@windsorgov.com. Application deadlines vary. Late applications will be kept on file for one year for future vacancies.

The Historic Preservation Commission meets on a monthly basis. Commission members may be asked to attend training and educational workshops throughout the year which may require travel to Denver and nearby communities.

Qualifications:

1. Applicant must be a resident of the Town of Windsor.
2. Applicant shall have demonstrated interest, knowledge or training in fields closely related to historic preservation. Preservation disciplines include, but are not limited to, history, architecture, planning and archaeology.

Additional information can be found on the Town's website under Boards and Commissions or contact the Town Clerk's office at (970) 674-2400.

Candidates will be invited to an interview with the Town Board and appointments are made by the Town Board as a whole.

Name of Board or Commission: Historic Preservation (I would be interested in any)

Name: Dr. LARRY V. LAWRENCE

Address: 321 2ND St, Windsor, Co 80550

Day Phone: 970-460-9457 Night Phone: 970-481-8005

E-Mail Address: LarryL033187@gmail.com

How long have you been a resident in Windsor? 27 1/2 years

Current Occupation: Semi-retired Insurance Agent Employer: Security Ins Group - I work from home

Do you currently serve, or have you served previously, on a board or commission, including in the Town of Windsor? If so, please list below:

previously served on Board of Adjustment / Board of Appeals

Why do you want to become a member of this particular board or commission? I think preservation of our history is not only important to the present generation but to future generations as well.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

MBA and PhD in business; a student of history and archaeology;
retired from the Navy; I have owned two businesses of my own.

Please specify any activities which might create a conflict of interest that would prevent you from official action if you should be appointed to this board or commission:

NONE

Have you attended a meeting of the board or commission you are applying to or talked to anyone currently on the board? Yes ☒ No ☐

Comments: have attended previous meetings of Town Board &
Historic Preservation Commission

Are you available and committed to attending meetings? Yes ☒ No ☐

If not appointed at this time, would you be interested in serving on any other advisory boards or commissions at the Town of Windsor? If so, please list any preferences: I would be happy
to serve on any of them.

All applicants are strongly encouraged to attend a regularly scheduled meeting of the board or commission for which they are applying.

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 for assistance.

I certify that all statements on this form are true and complete. I further understand that false statements shall be sufficient cause for rejection of this application or for grounds to apply the penalty provisions of the Code of Ethics

Signature: Larry Lawrence Date: 09/16/2015



P.O. Box 339, Severance, CO 80546



GREAT WESTERN TRAIL AUTHORITY (GWTA) BOARD APPLICATION

Please complete this application and return it to the Great Western Trail Authority, P.O. Box 339, Severance, CO 80546, or email to info@gwtrail.com.

Additional information can be found on the Great Western Trail Authority's website:
<http://www.gwtrail.com>

Candidates may be invited to an interview with the GWTA board.

Name: James A. Johnson

Address: 1243 Teakwood Ct. Windsor CO 80550

Day Phone: 970-286-3596

Night Phone:

E-Mail Address: jamesaugust177@gmail.com

How long have you lived in Windsor/Severance/Eaton (circle one) since 2014

Current Occupation: Maintenance Manager _Employer: Southern Exposure

Have you served previously on a board or commission? If so, which one(s)?

Loveland Fire; Treasure from 1996 to 2004 and President from 2004 to 2006

Colorado Weed Management Association; Director of Education 2007 to 2009

Why do you want to become a member of this board?

I enjoy being an active member of a community. I am very passionate about biking, walking and the ability to walk or bike safely not only for recreation but for transportation. The Great Western Trail is an excellent tool for both recreation and transportation and I would love to be a part of the future growth of this trail.

Briefly explain what you believe are the two most important issues facing this board, and how do you believe this board should address each issue?

1) Completion of the section of trail from Severance to Eaton. Securing funds for the completion and maintenance of the trail alone with the added communication with the surrounding property owners. The board should be actively looking for creative funding. Most fiscal goals are achieved through a collaborative effort. Local fundraising builds a base and shows outside investor/grant underwriters that the trail is needed. Grants are most likely awarded to groups that have multiple parts; working with The Town, School district and clubs.

2) Outreach. This outreach varies from relationships with landowners to the trail user. The landowners can bring a complexity in that each will have a different opinion of the trail usage and the trail maintenance. A clear protocol of trail maintenance and usage can help. The consumer needs to know the trail is there and what the are the advantages to the trail. This support is often received as a result from efforts put forth by the Trail. Fun runs, Safe Routes to School, bike to work day, bike to Windsor concerts, bike and beer tours and other supporting rolls help the community understand the trail and the easy of using it. These events are great avenues to get free publicity.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I was the owner operator, from 1992 to 2014, of a business that specialized in land maintenance. Services include field mowing, herbicide applications and soft surface maintenance. Was on the board of directors for Loveland Fire. Very interested in the engagement of volunteers for the good of the community, have help lead numerous volunteer events for the Town of Windsor, Team World Vision, and Loveland Fire. Worked the trail maintenance for the Town of Windsor under the direction of Wade from 2014 to 2017. Avid runner and cyclist.

Please specify any activities that might create a conflict of interest that would prevent you from official action if you should be appointed to this board or commission:

Have you attended a meeting of this board or talked to anyone currently on the board? Yes

No

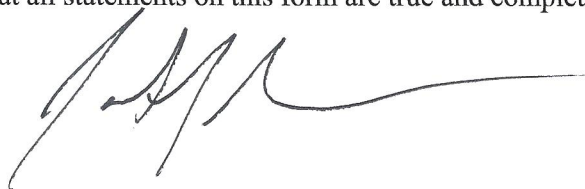
Comments:

Do you feel your schedule would allow you to attend the regular monthly meetings (currently the 1st Thursday of each month at 5:00PM)? Yes

ALL APPOINTMENTS TO THE GREAT WESTERN TRAIL AUTHORITY BOARD MUST BE APPROVED BY THE TOWN BOARD OF THE TOWN THE CANDIDATE WISHES TO REPRESENT.

I certify that all statements on this form are true and complete.

Signature:



Date:

4/11/18



MEMORANDUM

Date: April 23, 2018
To: Mayor & Town Board
From: Paul Hornbeck, Senior Planner
Re: Ordinance No. 2018-1558 - An Ordinance Annexing and Zoning Certain Territory known as the WCR 76 Annexation to the Town of Windsor
Item #: C.1

Background / Discussion

The applicant Mr. Jon Turner, represented by Ms. Kristin Turner, has submitted a petition to annex approximately 6.47 acres to the Town of Windsor as General Commercial (GC) and Residential Mixed Use (RMU) zoned property. The proposed zoning is consistent with the zoning of the adjacent properties to the south.

The purpose of this annexation is to annex Weld County Road 76 right-of-way in anticipation of potential roadway improvements associated with the proposed Rocky Mountain Sports Park. Development of the Rocky Mountain Sports Park itself will require various additional approvals by Town Board.

The applicant held a neighborhood meeting on February 5, 2018 (please refer to attached the neighborhood meeting summary).

On February 26, 2018 Town Board adopted Resolution No. 2018-022 that declared certain findings of fact concerning the Weld County Road 76 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 April 4, 2018 for the Planning Commission and April 9, 2018 for the Town Board.

No Annexation Report is required with this annexation because the total area is less than 10 acres. Additionally, since the annexation consists only of right-of-way and no developable property, no impact is anticipated to utilities or services to the property or to the school district.

Financial Impact

The WCR 76 right-of-way will be maintained by the Town.

Relationship to Comprehensive Plan

The following goals and objectives of the 2016 Comprehensive Plan are relative to the subject annexation:

Chapter 7- Community Facilities and Infrastructure

Goal: Maintain and enhance Windsor as a safe and healthy community that is served by quality facilities and infrastructure that support a high quality of life.

Objective: Coordinate annexation and development with community service and utility providers to ensure adequate levels of service area extended to new growth areas and maintained in existing service areas.

Notification

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

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

- March 5, 2018 – staff submitted legal ad to the newspaper to run four consecutive weeks
 - o March 9, 2018 – first week legal ad
 - o March 16, 2018 – second week legal ad
 - o March 23, 2018 - third week legal ad
 - o March 30, 2018 – fourth week legal ad
- March 8, 2018 – annexation sign posted on property
- March 7 – public hearing notice published to Town website
- March 5, 2018 - affidavit of applicant mailing letters to surrounding property owners
- March 7, 2018 – staff mailed Certified Packets to relevant taxing districts

Recommendation

Planning Commission forwarded to Town Board a recommendation of approval of the WCR 76 Annexation and General Commercial and Residential Mixed Use zoning designation, as presented. Town Board approved first reading of the ordinance at the April 9, 2018 meeting.

Attachments

Ordinance No. 2018-1558
Application Materials
Neighborhood Meeting Minutes
PowerPoint Presentation

cc: Jon Turner, applicant
Kristen Turner, applicant's representative

TOWN OF WINDSOR

ORDINANCE NO. 2018 - 1558

AN ORDINANCE APPROVING THE WCR 76 ANNEXATION TO THE TOWN OF WINDSOR PURSUANT TO THE COLORADO MUNICIPAL ANNEXATION ACT OF 1965

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

WHEREAS, the Town Clerk has received an Annexation Petition dated October 3, 2017, seeking annexation of certain real property described therein and proposed as the "WCR 76 Annexation to the Town of Windsor"; and

WHEREAS, the Town has complied in all respects with the requirements of law, including conducting required public hearings pursuant to statutory notice and making required findings of fact, which findings are incorporated herein by this reference; and

WHEREAS, following public hearing, the Planning Commission has recommended the approval of the WCR 76 Annexation to the Town of Windsor; and

WHEREAS, based upon the record and the findings of fact previously made, the Town Board has determined that no election is required for annexation; and

WHEREAS, the proposed WCR 76 Annexation to the Town of Windsor is depicted and legally-described in the WCR 76 Annexation to the Town of Windsor Map, a reduced copy of which is attached as Exhibit A and incorporated herein by this reference; and

WHEREAS, the Town Board is prepared to approve the WCR 76 Annexation to the Town of Windsor as provided in Title 31, Article 12 of the Colorado Revised Statutes.

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

Section 1. The WCR 76 Annexation to the Town of Windsor, as depicted and legally-described in Exhibit A hereto, is hereby approved.

Section 2. The property within the WCR 76 Annexation to the Town of Windsor is hereby given a zoning designation of General Commercial GC where so indicated in Exhibit A, and

Residential Mixed Use where so indicated in Exhibit A, in accordance with Articles XIX and XXIV, respectively, of Chapter 16 of the *Windsor Municipal Code*.

Section 3. The Town Clerk shall comply with the requirements of § 31-12-113 (2) (a), C.R.S.

Introduced, passed on first reading, and ordered published this 9th day of April, 2018.

TOWN OF WINDSOR, COLORADO



Kristie Melendez
Kristie Melendez, Mayor

ATTEST:

Patti Garcia
Patti Garcia, Town Clerk

Introduced, passed on second reading, and ordered published this 23rd day of April, 2018.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Amanda Mehlenbacher, Acting Town Clerk

WCR 76 ANNEXATION

WCR 76 ANNEXATION

Lilly et al.



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:

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:

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



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*: Swanson Property

Legal Description*: See attached legal description

Address/Location*: Along WCR 76

Existing Zoning: RMU/AG

Proposed Zoning: GC/RMU

3

OWNER:

Name(s)*: Jon Turner

Company: North Windsor Holdings, LLC

Address*: 8020 S. County Rd 5, #200 Fort Collins, CO 80525

Phone #: (970) 240-9393

Email*: jon@hillsidecommercialgroup.com

APPLICANT (Owner or Owner's Representative):

Name*: Kristin Turner

Company: TB Group

Address*: 444 Mountain Avenue Berthoud, CO 80513

Phone #: (970) 532-5891

Email*: kristin@tbgroup.us

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: _____

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

Date: 12/07/17

Print Name: Jon Turner

*Required fields

**WCR 76 ANNEXATION
PETITION
C.R.S. 31-12-107(1)**

I, the landowner of more than 50% of the territory, excluding public streets and alleys, described as:

A parcel of land being a portion of the South Half of Section Twenty-nine (29), and the North Half of Section Thirty-two (32), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Southeast Corner of said Section 29 and assuming the South line of the Southeast Quarter of said Section 29 as bearing North 89°50'20" West a distance of 2645.41 feet with all other bearings contained herein relative thereto:

THENCE North 89°50'20" West along the South line of the Southeast Quarter of said Section 6 a distance of 109.58 feet to a Westerly line of Hawk's Landing Annexation to Severance recorded June 28, 2005 as Reception No. 3298490 in the Records of Weld County and to the point of **POINT OF BEGINNING**.

THENCE South 00°25'08" East along said Westerly Annexation line a distance of 40.00 feet to a Northerly line of Windsor North Annexation to Windsor recorded January 29, 1986 as Reception No. 02040927 in the Records of Weld County;

THENCE North 89°50'20" West continuing along said annexation line a distance of 2535.74 feet to the West line of the Northeast Quarter of the Northeast Quarter of said Section 32;

THENCE North 89°50'18" West along the Northerly line of said Windsor North Annexation a distance of 1290.45 feet to an Easterly line of a parcel of land described in Quit Claim Deed recorded March 9, 2001 as Reception No. 3754941 of the Records of Weld County;

THENCE North 02°09'34" East along said Easterly line a distance of 10.01 feet to the Southerly Right of Way line of Weld County Road 76;

THENCE North 89°50'18" West along said Southerly line a distance of 231.13 feet to an Easterly line of said Windsor North Annexation;

THENCE North 00°09'42" East along said Easterly line a distance of 30.00 feet to the North line of the Northwest Quarter of the Northwest Quarter of said Section 32;

THENCE North 00°10'58" East continuing along the Easterly line of Windsor North Annexation a distance of 30.00 feet to the Northerly Right of Way line of Weld County Road 76;

The following four (4) courses are along the Northerly Right of Way lines of Weld County Road 76.

THENCE South 89°50'18" East a distance of 424.93 feet to a Westerly line of Lot B of Recorded Exemption No. 0705-29-3-RE1024 recorded July 10, 1987 as Reception No. 2106600 of the Records of Weld County and to a Northerly line of said Windsor North Annexation;

THENCE South 89°50'18" East along the Northerly line of Windsor North Annexation a distance of 1095.80 feet to the East line of the Southwest Quarter of the Southeast Quarter of said Section 29;

THENCE South 89°50'20" East along said Windsor North Annexation line a distance of 53.40 feet;

THENCE South 89°50'20" East a distance of 2482.42 feet to a Westerly line of Hawk's

Landing Annexation to Severance;

THENCE South 00°08'47" West along said Westerly line a distance of 30.00 feet to the
POINT OF BEGINNING.

Containing 6.47 acres more or less, allege the following to be true and correct:

The perimeter of the proposed annexation has a distance of 8253.88' feet, of which 5035.39' 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 GC (General Commercial) and RMU (Residential Mixed Use) for the above described property.

Date

00/3/17

Owners Signature

Jana L. L...

Mailing Address

6379 CROOKED ST
WINDSOR, CO 80550

TO: Town of Windsor
FROM: Kristin Turner
DATE: February 16, 2018

RE: WCR 76 Annexation Neighborhood Meeting Notes

1. Who owns this property? Is the property owner annexing into Windsor?
 - a. North Windsor Holdings, LLC is the property owner as well as the applicant for the annexation.
2. What is the purpose of the annexation?
 - a. This area is being annexed in order to allow for the appropriate space required for future improvements along WCR 76.
3. Are you annexing multiple properties owners land along WCR 76?
 - a. No other property owners land has been included in this annexation. Only right-of-way along the applicant's property has been included.

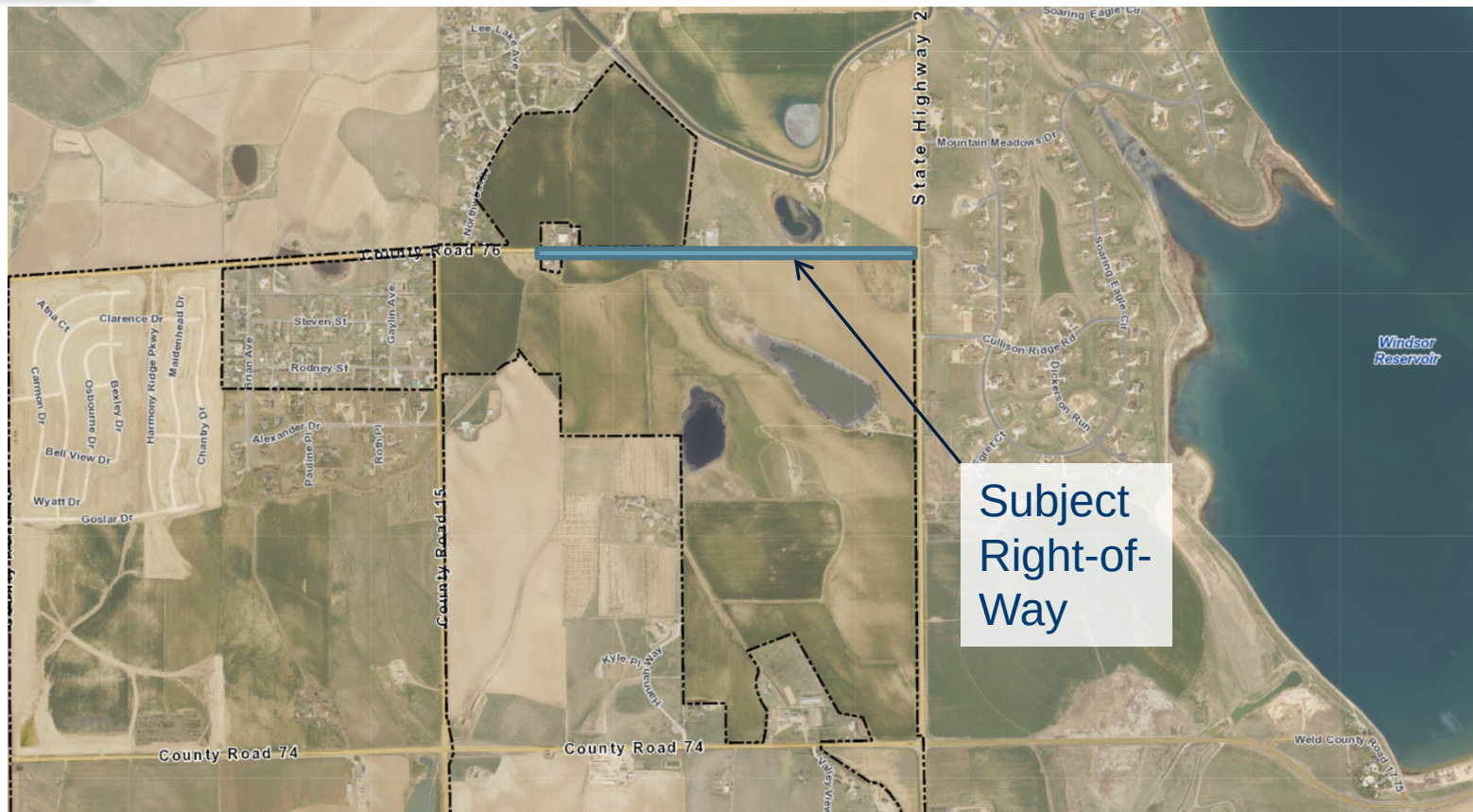


Weld Country Road 76 Annexation

Paul Hornbeck, Senior Planner

Town Board April 23, 2018

Site Vicinity Map

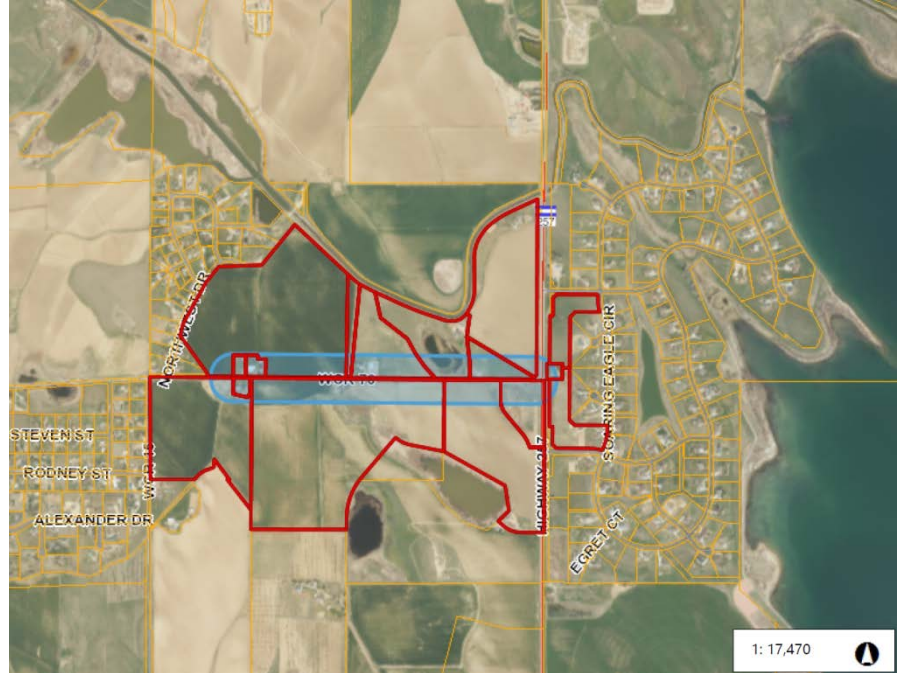




Notification Area

Planning Commission and Town Board public hearing notifications:

- March 5, 2018 – staff submitted legal ad to the newspaper to run four consecutive weeks
 - March 9, 2018 – first week legal ad
 - March 16, 2018 – second week legal ad
 - March 23, 2018 - third week legal ad
 - March 30, 2018 – fourth week legal ad
- March 8, 2018 – annexation sign posted on property
- March 7 – public hearing notice published to Town website
- March 5, 2018 - affidavit of applicant mailing letters to surrounding property owners
- March 7, 2018 – staff mailed Certified Packets to relevant taxing districts





Recommendation

Planning Commission forwarded to Town Board a recommendation of approval of the WCR 76 Annexation and General Commercial and Residential Mixed Use zoning designation, as presented. Town Board approved first reading of the ordinance at the April 9, 2018 meeting.



Annexation Records

Staff requests that the following be entered into the record:

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



MEMORANDUM

Date: April 23, 2018
To: Mayor & Town Board
From: Millissa Berry, AICP, Senior Planner
Re: Site Plan Presentation – Windsor Commons Subdivision 3rd Filing – Martin Homes – Andrew Martin, Martin Homes LLC, owner/applicant
Item #: C.2

Background / Discussion

The property owner, Mr. Andrew Martin, is proposing a building for his business in the Windsor Commons Subdivision 3rd Filing. The site of the proposed building is located on the northeast corner of the Automation Drive and Logistics Drive intersection. The site is zoned Limited Industrial (I-L) and is located adjacent to other I-L-zoned properties.

Overall development characteristics include:

- total lot area of 1 acre
- 6,060 square foot (sf) building
- 10 parking spaces (1 stall per 2 employees plus additional spaces)
- approximately 35% landscaped area (15% required)

Building characteristics include:

- building materials:
 - o fiber cement lap siding
 - o stucco
 - o brick veneer
 - o masonry veneer wainscot
 - o asphalt shingles
 - o metal roofing
 - o wood accent beams
- building height:
 - o one-story at 23'4" feet
- pitched roof

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. The Planning Commission reviewed the site plan at its April 18, 2018 regular meeting.

Relationship to Comprehensive Plan

The application is consistent with the following goal 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.

Objectives:

1. *Prioritize new growth in areas currently served by town infrastructure and services.*
2. *Incentivize infill development to complete neighborhoods and leverage existing resources.*
3. *Create distinct sense of place for Town's commercial and industrial districts.*

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: Andrew Martin, owner

February 20th, 2018

Narrative Description for 861 Automation Drive proposed office building

Martin Homes, LLC plans to build one office building with approx. 2500 sq feet of office space and 3500 sq. feet of indoor storage space. Martin Homes, LLC will be the builder and end user for this building located at 861 Automation Drive Windsor CO 80550.

Martin Homes, LLC is a local custom home builder/construction company. The primary office's function is to handle the day to day operations of the company and its 2 employees. A total of one owner and 2 project managers will occupy the building at this time. If the business grows in the future it will be possible for 5 full time office staff employees to use the building. An Accountant will use one office and works for the company one day per week for approx. 5 to 8 hours.

The building will also be used to meet with clients and go over projects and plans (conference room). Employees manage field operations and will be in the field the majority of the time. They will be stopping at the office in the morning and throughout the day as needed.

The proposed building has indoor storage/shop space to store tools, equipment, signs, materials, etc. The site plan also shows a fenced in backyard area for additional exterior storage of equipment, vehicles, trailers, large signs that the business uses. The yard surface material will be recycled asphalt.

The buildings exterior materials will include brick veneer, masonry veneer and stucco. Metal roofing will be provided on the entry roofs, while architectural grade asphalt shingles will be used on the shop roof. A flat roof system will be utilized over the office area and a portion of the shop area. Sunshades are proposed as depicted on the elevations.

No photometric plan is required for this project



Site Plan Presentation

Windsor Commons 3rd Filing –
Martin Homes

Millissa Berry, Senior Planner

Town Board – April 23, 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:

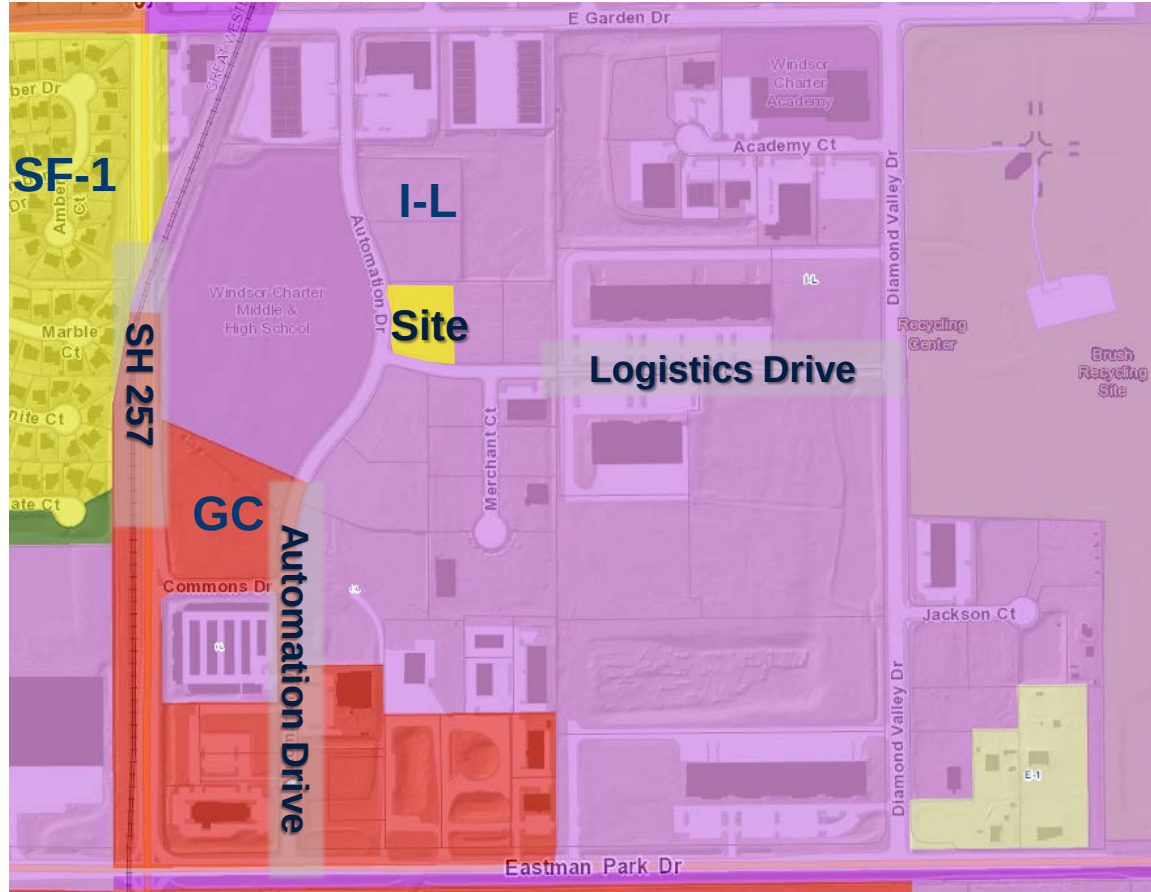
Sec. 17-9-10. Purpose.

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

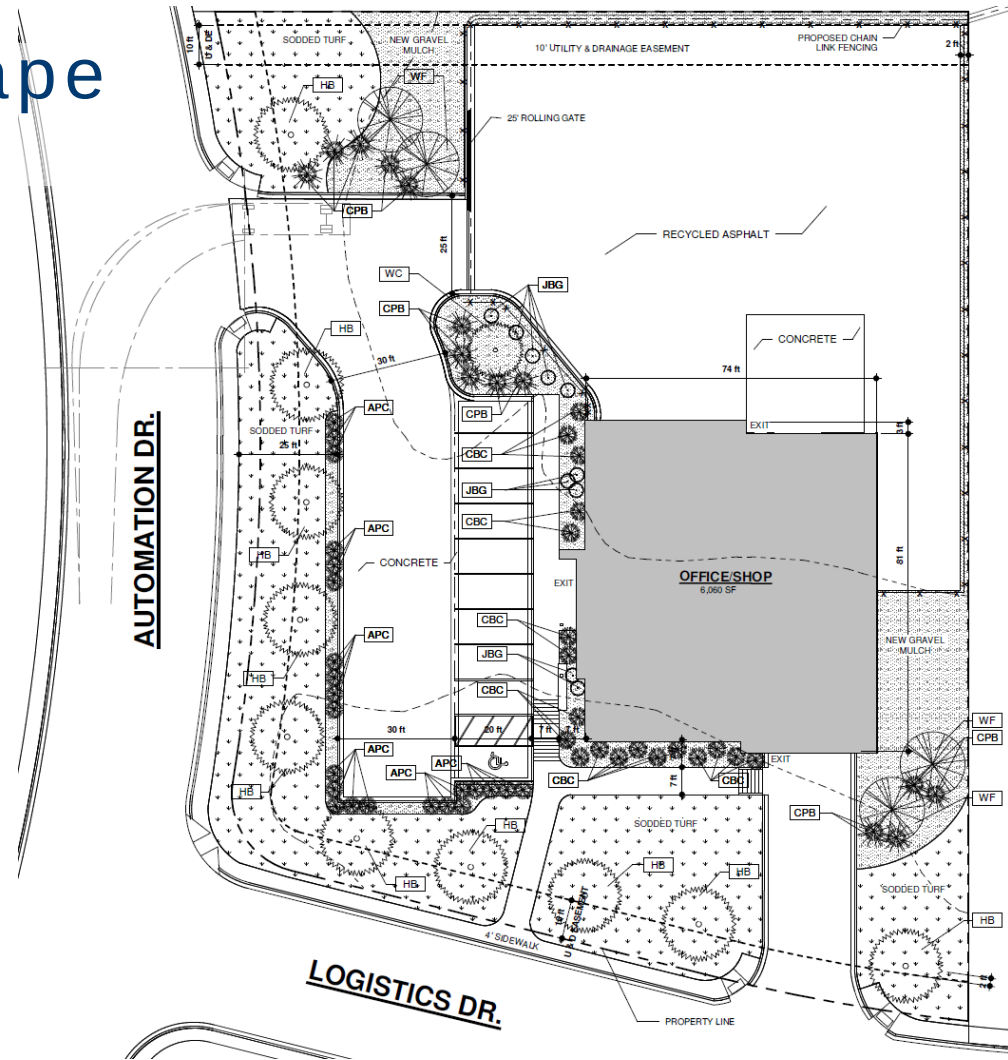




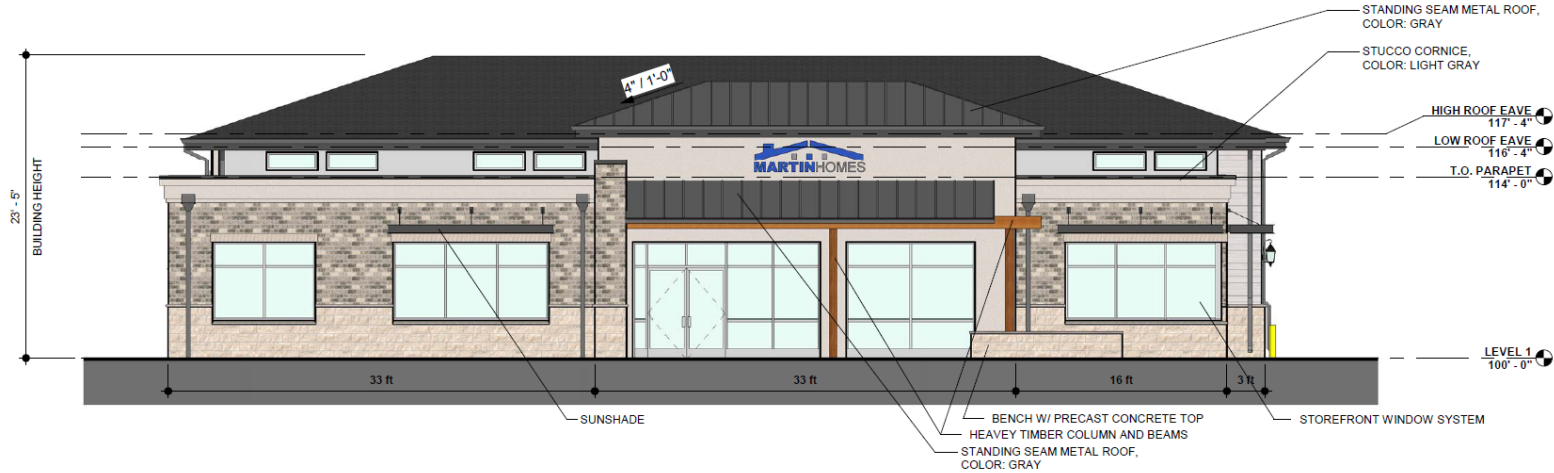
Site & Landscape Plan

Development characteristics:

- 1 acre
- 6,060 sf building
- 10 parking stalls
- ~ 35% landscaped area
- fenced outdoor yard area



Building Elevations



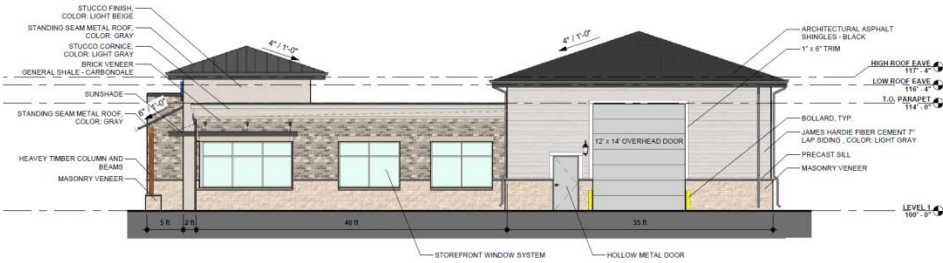
1 WEST ELEVATION
1/8" = 1'-0"

Building characteristics:

- building materials: fiber cement lap siding, stucco, stone and brick veneer, asphalt shingles, metal roofing, wood accent
- building height: 23'5" with pitched roof



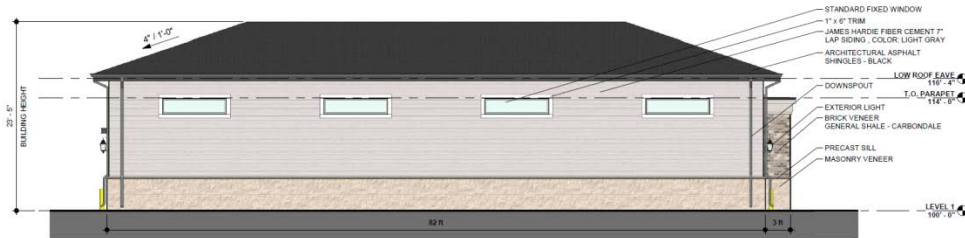
Building Elevations



3 SOUTH ELEVATION



2 NORTH ELEVATION



4 EAST ELEVATION



MEMORANDUM

Date: April 23, 2018
To: Mayor & Town Board
From: Millissa Berry, Senior Planner
Re: Public Hearing and Ordinance No. 2018-1559 - An Ordinance Annexing and Zoning Certain Territory known as the Thornton Farm 24 Annexation to the Town of Windsor

Resolution No. 2018-42 – A Resolution Making Certain Findings and Conclusions of Law Pursuant to Section 31-12-110 C.R.S., Concerning the Thornton Farm 24 Annexation to the Town of Windsor – City of Thornton, owner; Kevin Woods, City Manager and Mark Koleber, Water Project Director, applicant's representative

Item #: C.3.C.4.C.5

Background / Discussion

Public Hearing – Ordinance No. 2018-1559

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 directly northeast of the intersection of Weld County Road 13 and Weld County Road 76.

The City of Thornton is annexing the property in accordance with the Intergovernmental Agreement (IGA) that was approved by the Windsor Town Board via Resolution 2018-07 on January 8, 2018. Because the property is within the Town's Growth Management Area, 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 Town standards.

No development is currently proposed with this annexation petition. The City of Thornton has no plans to develop the property and intends to retain the property in its current use and state, as well as retain the associated water rights, into the foreseeable future. There is the potential that Xcel Energy may propose a substation on the property. However, as of the date of this report, a development proposal has not been received. If and when a development proposal is submitted for a substation, the proposal will be reviewed and processed in accordance with the Municipal Code. In addition, if any development plans on the City's property are submitted in the future, the plans will also be reviewed in accordance with the Municipal Code.

The Comprehensive Plan Growth Strategy includes the property within in the Town's Secondary Growth Area. Although in the Secondary Growth Area, the property is adjacent to Developed and

Primary Growth Areas to the south and east and the Tertiary Growth Area to the north. Chapter 5b – Growth Framework of the Comprehensive Plan states that development within the secondary Growth Area will primarily consist of residential land use and, where possible, a mix of housing types and densities should be promoted. The Land Use Plan of the 2016 Comprehensive Plan designates this property as Agriculture which reflects the current use of the property. The RMU zoning that is proposed for the property reflects the intent of the Secondary Growth Area as well as the future land use for the property. The zoning for abutting properties to the south, east and south/east within Town Limits is RMU. Abutting properties that surround the subject property and are outside town limits are also generally low density residential and agriculture land uses and the associated zoning:

- Properties in Weld County to the south and east of the subject property are zoned Agriculture (A) or Duplex Residential (R-2).
- Abutting properties to the north are within Severance and zoned Suburban Perimeter.
- Abutting properties to the west are in unincorporated Larimer County and zoned Farming (FA-1).

The Comprehensive Plan classifies Weld County Road (WCR) 76 as a Rural Collector; WCR 13 is classified as a Rural Minor Arterial. The Town is requiring the dedication of an additional 30 feet of right-of-way along WCR 76 to be dedicated to Windsor and that 35 feet of right-of-way along WCR 13 is dedicated to Town of Timnath; both dedications are to be at time of annexation.

A neighborhood meeting was held on March 13, 2018; please refer to the attached neighborhood meeting summary. Concerns conveyed at the meeting included increased traffic to the area and the potential location of a substation on the property. Additional comments received by staff outside the neighborhood meeting echo these concerns.

An Annexation Report (see packet materials) was prepared and sent to potentially impacted taxing districts as required by Colorado Revised Statutes (CRS). The report outlines details on the provision of utilities and services to the property, maintenance of infrastructure, and a finding of no impact to the school district due to the lack of a development proposal at this time. Responses from the tax agencies included “no comment/conflict” or a request to review any development proposals when submitted. Referral agencies, including the Colorado Department of Transportation, were also notified of the annexation request. The referral agencies relayed no conflicts to staff. Referral and tax agency responses are included in the packet materials.

At its February 26, 2018 regular meeting, the Town Board, by resolution, initiated annexation proceedings for the property. After review of the annexation petition and the annexation plat, staff has determined that the requirements of applicable parts of CRS Section 31-12-104, 31-12-105, 31-12-107 have been met:

- The plat is consistent with the petition submitted;
- The property is eligible for annexation based on contiguity and community of interest between the proposed property and annexing municipality;
- No limitations for annexation exist in this case;
- An election is not required.

At its March 12, 2018 regular meeting, the Town Board adopted Resolution No. 2018-024 that declared certain findings of fact concerning the Thornton 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 April 18, 2018 for the Planning Commission and April 23, 2018 by the Town Board.

Resolution No. 2018-42

Section 31-12-110 of the Colorado Revised Statutes requires that upon completion of the Public Hearing and prior to the Town Board making any action on the Annexation Ordinance for the Thornton Farm 24 Annexation, that the Town Board approves a Resolution Making Certain Findings and Conclusions concerning the Thornton Farm 24 Annexation to the Town of Windsor. Please find enclosed Resolution No. 2018-42.

Financial Impact

Per the Town of Windsor Municipal Code, financing and installation of any infrastructure extensions shall be the sole responsibility of the developer. At this time no development is proposed for the property. The WCR 76 right-of-way included in the annexation proposal will be maintained by the Town.

Relationship to Comprehensive Plan

The following goals and objectives of the 2016 Comprehensive Plan are relative to the subject annexation. Because development is not proposed at this time, many goals and objectives do not apply to this particular situation. The main reason for the annexation is due to the property's location within the Town's Growth Management Area.

Chapter 5b – Growth Framework

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

Objective: Work cooperatively with adjacent municipalities to coordinate future land use and development within intergovernmental planning areas...

Relationship to Strategic Plan

Because no development is proposed with this annexation request, its relationship to the Strategic Plan cannot be assessed. At this time, the City of Thornton has no plans to develop the property. If and when any development proposals are submitted for review, their relationship to the Strategic Plan will be evaluated.

Notification

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

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

- March 8, 2018 – large annexation sign posted on property

- March 19, 2018 – staff submitted legal ad to the newspaper to run four consecutive weeks
 - March 23, 2018 – first week legal ad
 - March 30, 2018 – second week legal ad
 - April 6, 2018 - third week legal ad
 - April 13, 2018 – fourth week legal ad
- March 20, 2018 – staff mailed Certified Packets to relevant taxing districts
- March 22, 2018 - letters mailed to surrounding property owners
- March 23, 2018 – public hearing notice published to Town website

Recommendation

At their April 18, 2018 meeting, the Planning Commission forwarded a recommendation of approval of the Thornton Farm 24 Annexation and zoning designation.

Attachments

Ordinance No. 2018-1559
 Resolution No. 2018-42
 Application materials
 Annexation Plat
 Neighborhood Meeting Notes
 Annexation Impact Report
 Referral / taxing agency responses
 PowerPoint Presentation

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

TOWN OF WINDSOR

RESOLUTION NO. 2018-42

A RESOLUTION MAKING CERTAIN FINDINGS AND CONCLUSIONS PURSUANT TO SECTION 31-12-110 C.R.S., CONCERNING THE THORNTON FARM 24 ANNEXATION TO THE TOWN OF WINDSOR, COLORADO

WHEREAS, the Town Clerk has received a petition seeking annexation of certain real property proposed as the “Thornton Farm 24 Annexation”; and

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

WHEREAS, on April 23, 2018, the Town Board conducted a public hearing in compliance with Section 13-12-109, C.R.S.; and

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

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

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

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 23rd day of April, 2018.

TOWN OF WINDSOR, COLORADO

Kristie Melendez, Mayor

ATTEST:

Amanda Mehlenbacher, Deputy Town Clerk

TOWN OF WINDSOR

ORDINANCE NO. 2018 - 1559

AN ORDINANCE APPROVING THE THORNTON FARM 24 ANNEXATION TO THE TOWN OF WINDSOR PURSUANT TO THE COLORADO MUNICIPAL ANNEXATION ACT OF 1965

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

WHEREAS, the Town Clerk has received an Annexation Petition dated January 26, 2018, seeking annexation of certain real property described therein and proposed as the “Thornton Farm 24 Annexation to the Town of Windsor”; and

WHEREAS, the Town has complied in all respects with the requirements of law, including conducting required public hearings pursuant to statutory notice and making required findings of fact, which findings are incorporated herein by this reference; and

WHEREAS, following public hearing, the Planning Commission has recommended the approval of the Thornton Farm 24 Annexation to the Town of Windsor; and

WHEREAS, based upon the record and the findings of fact previously made, the Town Board has determined that no election is required for annexation; and

WHEREAS, the proposed Thornton Farm 24 Annexation to the Town of Windsor is depicted and legally-described in the Thornton Farm 24 Annexation Map, a reduced copy of which is attached and incorporated herein by this reference; and

WHEREAS, the Town Board is prepared to approve the Thornton Farm 24 Annexation as provided in Title 31, Article 12 of the Colorado Revised Statutes.

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

Section 1. The Thornton Farm 24 Annexation to the Town of Windsor, as depicted and legally-described in Exhibit A hereto, is hereby approved.

Section 2. The property within the Thornton Farm 24 Annexation to the Town of Windsor is hereby given a zoning designation of Residential Mixed Use (RMU), in accordance with Article XIX of Chapter 16 of the *Windsor Municipal Code*.

Section 3. The Town Clerk shall comply with the requirements of § 31-12-113 (2) (a), C.R.S.

Introduced, passed on first reading, and ordered published this 23rd day of April, 2018.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Amanda Mehlenbacher, Deputy Town Clerk

Introduced, passed on second reading, and ordered published this 14th day of May, 2018.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Amanda Mehlenbacher, Deputy 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.

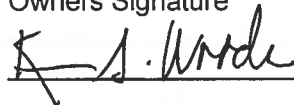
Therefore, the undersigned hereby request that the TOWN OF WINDSOR approve the annexation of the area described above and do herewith pay the required fees.

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:

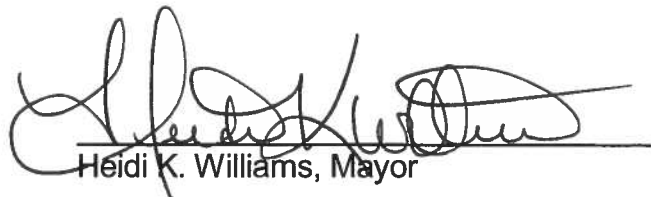
1. The City Council hereby approves the Agreement between Windsor and Thornton, a copy of which is attached hereto and incorporated herein by this reference, and hereby directs the City Manager, on behalf of the City, to execute and the City Clerk to attest said Agreement, or a modified

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

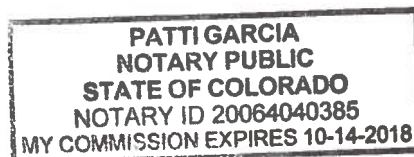
Ian D. McCargar
Ian D. McCargar, Town Attorney

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.

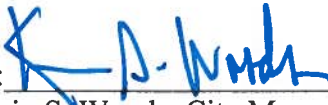
WITNESS my hand and official seal.

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

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 376.54 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 13983JUTG, 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.

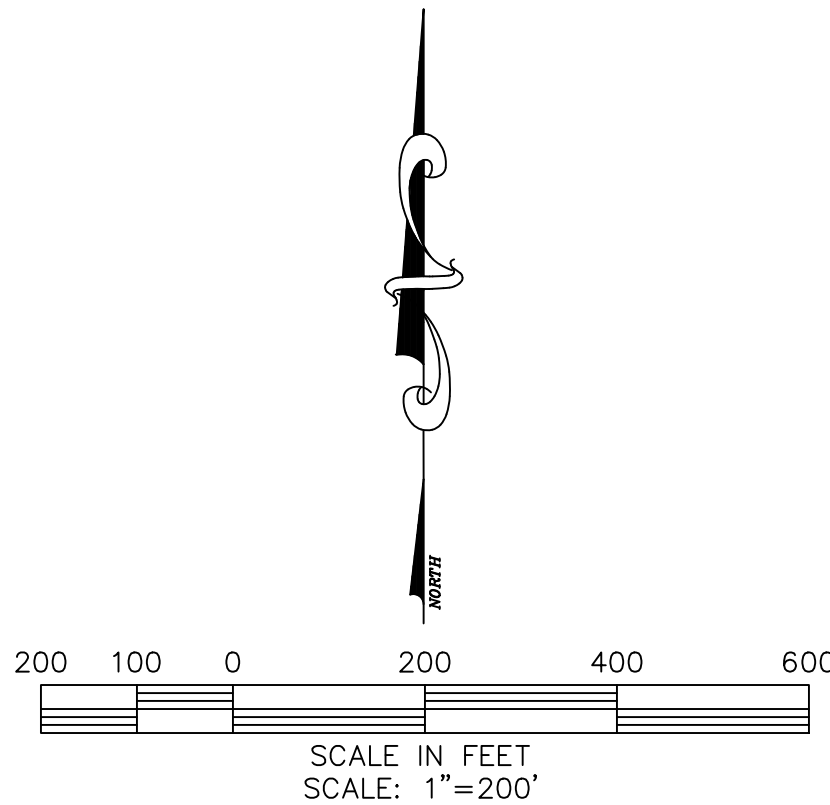
Mayor _____ ATTEST: _____ Town Clerk

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 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

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



LEGEND

---	EASEMENT LINE
---	ALIQUOT LINE
---	RIGHT-OF-WAY LINE
---	BOUNDARY LINE
	DENOTES CONTIGUOUS BOUNDARY
■	FOUND ALIQUOT MONUMENT AS DESCRIBED
■	FOUND MONUMENT AS DESCRIBED
◆	FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP LS 19606
◇	FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP LS 30109
●	FOUND #4 REBAR WITH GREEN PLASTIC CAP LS 34995
○	CALCULATED POSITION

EASEMENT NOTES

1. 16.5' WIDE COMMUNICATIONS EASEMENT TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY IN SW¼ OF SECTION 30-NO SPECIFIC LOCATION GIVEN (BOOK 1075, PAGE 258, REC. NO. 866634)

2. 16.5' WIDE COMMUNICATIONS EASEMENT TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY IN NW¼ AND PART OF SW¼ OF SECTION 30-NO SPECIFIC LOCATION GIVEN (BOOK 1075, PAGE 258, REC. NO. 866635)

BUFFALO CREEK ANNEXATION No. 5 (SEVERANCE)
REC. NO. 4320456
ZONING = A (Agricultural)

PARCEL NO. 07053000033
144.171 ACRES
EXISTING ZONING = A (Agricultural)
PROPOSED ZONING = RMU (Residential Mixed Use)

PARCEL NO. 07053000034
143.275 ACRES
EXISTING ZONING = A (Agricultural)
PROPOSED ZONING = RMU (Residential Mixed Use)

CITY OF THORNTON
WARRANTY DEED (REC. NO. 02068011)
QUIT CLAIM DEED (REC. NO. 2826115)
RESOLUTION (REC. NO. 4204939)

LINE	BEARING	LENGTH
L1	N26°09'22"E	43.98'
L2	N88°08'48"E	28.89'
L3	S76°06'33"E	35.04'
L4	S70°19'11"E	139.00'
L5	S78°04'55"E	45.90'
L6	N88°28'30"E	63.70'
L7	N77°35'16"E	71.03'
L8	N67°53'35"E	566.88'
L9	N48°47'58"E	36.49'
L10	N39°49'47"E	51.39'
L11	N28°49'11"E	65.39'
L12	N18°59'24"E	51.50'
L13	N09°24'45"E	120.55'
L14	N16°39'35"E	88.82'
L15	N22°21'32"E	56.28'
L16	N29°09'14"E	42.39'
L17	N42°13'45"E	35.66'
L18	N58°47'38"E	62.76'
L19	N62°16'56"E	83.53'
L20	N78°06'37"E	101.45'

LINE	BEARING	LENGTH
L21	N66°23'34"E	49.92'
L22	N46°47'49"E	35.95'
L23	N17°45'42"E	33.46'
L24	N04°02'43"E	48.08'
L25	N06°20'38"W	27.23'
L26	N19°02'31"W	52.37'
L27	N25°24'28"W	52.91'
L28	N32°31'09"W	46.93'
L29	N45°13'39"E	96.91'
L30	N44°09'32"E	102.70'
L31	N62°41'18"E	71.30'
L32	N57°34'17"E	36.77'
L33	N48°26'17"E	41.78'
L34	N43°04'12"E	71.97'
L35	N46°38'09"E	57.84'
L36	N53°45'47"E	57.62'
L37	N46°09'32"E	54.33'
L38	N29°59'04"E	48.90'
L39	N24°44'44"E	53.01'
L40	N29°37'00"E	37.71'

LINE	BEARING	LENGTH
L41	N42°12'45"E	35.04'
L42	N51°08'12"E	108.10'
L43	N38°03'05"E	206.94'
L44	N31°30'13"E	123.54'
L45	N34°18'39"E	56.49'
L46	N43°44'52"E	30.57'
L47	N53°26'27"E	185.50'
L48	N57°30'44"E	62.54'
L49	N76°53'09"E	38.73'
L50	N84°37'42"E	113.98'
L51	N79°50'31"E	128.10'
L52	S80°51'32"E	85.54'
L53	S37°38'36"W	208.03'
L54	S23°06'26"W	442.41'
L55	N83°10'07"E	376.84'
L56	N37°41'04"E	134.21'
L57	N82°39'31"E	129.82'
L58	N60°37'09"E	128.94'
L59	N42°07'17"E	160.47'
L60	N61°26'49"E	124.54'

LINE	BEARING	LENGTH
L61	N58°00'25"E	134.58'
L62	N51°51'47"E	160.80'
L63	N67°51'50"E	43.73'
L64	S74°22'09"E	86.04'
L65	S29°21'11"E	150.02'
L66	S43°16'04"W	161.50'
L67	S11°58'40"W	100.68'
L68	S26°55'49"E	100.12'
L69	S79°25'26"E	247.74'
L70	S77°16'50"E	103.95'
L71	N87°30'54"E	115.58'
L72	S67°59'51"E	157.27'
L73	S00°55'26"E	188.55'
L74	S50°01'27"W	194.69'
L75	S00°03'07"W	27.34'
L76	S00°04'17"W	19.92'
L77	S86°00'57"W	1.88'

CONTIGUOUS BOUNDARY = 4,773.63 L.F.
TOTAL BOUNDARY = 17,636.09 L.F.
RATIO = 1 : 3.694
AREA = 288.397 ACRES

PRELIMINARY

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

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



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



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

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.

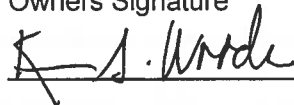
Therefore, the undersigned hereby request that the TOWN OF WINDSOR approve the annexation of the area described above and do herewith pay the required fees.

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:

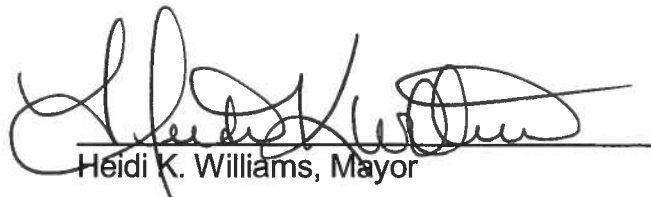
1. The City Council hereby approves the Agreement between Windsor and Thornton, a copy of which is attached hereto and incorporated herein by this reference, and hereby directs the City Manager, on behalf of the City, to execute and the City Clerk to attest said Agreement, or a modified

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

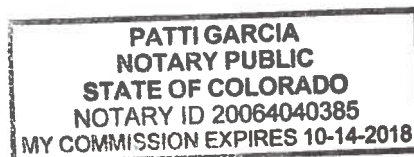
Ian D. McCargar
Ian D. McCargar, Town Attorney

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.

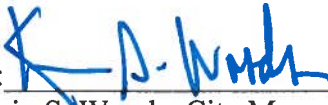
WITNESS my hand and official seal.

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

Thornton Farm 24 Annexation

Neighborhood Meeting

Meeting Notes – 3/13/18

The following questions and comments were expressed at the neighborhood meeting for the Thornton Farm 24 Annexation.

Why annexing?

The property is within Town of Windsor Comprehensive Plan's Growth Management Area (GMA). With annexation, any development would be processed through Windsor standards.

Will the annexation affect the water table?

It should not since there is no development proposed at this time.

Is any development proposed?

No development is proposed at this time. Xcel is looking to build a substation on the site but no formal plans have been submitted.

Where would the access to the site be?

The access to the site would be from WCR 76 and it would align with the street system to the south.

Will the rest of the site be developed?

Thornton has no plans to develop the site.

What is the substation footprint?

The footprint is unknown since no formal plans have been submitted. The intent is to have it sited where it will have a lesser visual impact.

Is the Town advocating that the Xcel station go on this site?

No. It was the selection made by Xcel. When a formal submittal is received by the Town, the substation will be processed for a Conditional Use Grant. This process will include public hearings with the Planning Commission and Town Board.

Can the substation be moved to west toward I-25?

It is the decision of Xcel. Xcel conveyed that this is an ideal location for the substation in regard to distribution and growth areas.

Can you find out what the orange flags are on the property? Is it Xcel?

We will ask Xcel about the flags and follow up with you on this.

Can you discuss the pipeline alignment?

The pipeline will go south along WCR 13 and into Timnath's portion of the road. It will be within the right-of-way. Then it will follow the WCR 13 alignment through Windsor.

Did Thornton talk to Timnath about annexation?

No. Thornton was talking to Windsor about the pipeline alignment and the conversation moved toward annexation since the property was within the Windsor GMA. Severance, Timnath and Windsor have an agreement on each of the municipalities' GMAs.

What are the public hearing dates?

The Planning Commission public hearing is scheduled for April 18, 2018 and the public hearing for the Town Board is scheduled for April 23, 2018.

Will the farmers still farm and irrigate the property?

Yes, farmers will continue to farm and irrigate the property except for the substation area.

What are the differences between the Weld County regulations and the Town of Windsor regulations?

The Town of Windsor would require that the distribution lines are buried. The Town also has a wider right-of-way standard for the road system. Site planning of the substation would also require screening of the station, fencing and landscaping.

What areas are within Windsor?

The areas were shown on the map at the meeting.

What are some of the road plans?

Timnath is planning on installing a traffic signal at the intersection of WCR 76 and WCR 13 in 2018. Harmony Road is planned as a 4-lane section through Windsor as development occurs between WCR 13 and WCR 15. It will likely be 4 lanes if development occurs east of WCR 15. It is planned for the time being as a 2-lane section through Timnath.

What are the chances for public input on the location of the substation?

It is likely Xcel has reasons for the choice and it is not known if there are valid reasons that would encourage Xcel to relocate it to another site.

What will the traffic impacts be for the substation?

After construction, traffic would be associated with maintenance of the station.

What is the size and height of the substation?

These are unknown at this time since no formal plans have been submitted.

How long have people known about the substation?

Answer from participants: since 2014

Where would the buried transmission lines tie into the overhead lines?

Staff does not know.

What is the proposed zoning?

Residential Mixed Use (RMU)

Will there be a separate parcel for the substation?

Yes.

What is the density for the RMU district?

A mix of density ranges are allowed in the RMU District as well as up to 25% commercial use. Sewer capacity will limit the density allowed. It may be similar to the Ridge at Harmony Road Subdivision.

How far north will the transmission lines go?

This is unknown at this time since no formal plans have been submitted.

What is the annexation time period?

Maybe 3 months; it will likely be final in June 2018.

What is Thornton's involvement in the Xcel development?

Thornton will coordinate with Windsor and Xcel during the development review process. Thornton will have to declare the site for the station as surplus land to transfer it.

What about the WCR 76 road alignment?

Thornton will dedicate right-of-way to the Town with the annexation. The WCR 76 annexation that is underway with the Town is for existing right-of-way from Weld County and not acquisition of any additional right-of-way.

ANNEXATION IMPACT REPORT

THORNTON FARM 24 ANNEXATION

This Annexation Impact report includes information on the following topics:

- 1) Property location, existing infrastructure, existing and proposed land use pattern
- 2) Pre-annexation agreement
- 3) Services for the annexation area
- 4) Financing of municipal services for the annexation area
- 5) Existing districts to be annexed
- 6) Impact on school district governing the property.

Please see the enclosed Annexation Plat for a full legal description on the subject property.

- 1) Property location, existing infrastructure, and existing and proposed land use pattern
 - (a) Annexation Map. Please see the enclosed Annexation Plat and vicinity map for current and proposed municipal boundaries.
 - (b) Existing infrastructure. Please see item #3 below for information regarding provision of utility services.
 - (c) Land Use. Please see the enclosed Annexation Plat and Town of Windsor Land Use Plan map for the current and proposed land use patterns.

The existing land use is agriculture and the future land use applied to the property is agriculture. The proposed land use for the property is a mix of uses including residential. The zoning requested is Residential Mixed Use (RMU). The intent of the residential mixed use zoning district is to (1) provide for the development of mixed land uses in areas designated as such on the Land Use Plan Map of the Windsor Comprehensive Plan; (2) encourage the creation of a desirable mix of residential dwelling classifications which are compatible with, complimentary to and located on the same parcel as common recreational uses, open spaces and commercial and light industrial uses which are similar to those outlined in the municipal code; (3) provide for improved vehicular and pedestrian traffic circulation and access; and (4) facilitate land use arrangements which preserve desirable natural landscape features.

No development is proposed at this time and, therefore, no master plan is included with this annexation proposal. When a development proposal is submitted, it will be reviewed according to the Town of Windsor's adopted zoning district standards for the RMU District.

- 2) Pre-annexation agreement. A pre-annexation agreement is not associated with this proposal. The Town of Windsor does not typically require a pre-annexation agreement unless such an agreement is determined to be necessary during the initial review. The Town of Windsor and the applicant, the City of Thornton, have prepared an Intergovernmental Agreement framing the annexation and associated expectations.

- 3) Services for the annexation area. At this time, no development is proposed on the site. If and when any development is proposed and reviewed, the following municipal services will be provided as follows if the service is applicable:
- Water – The property is located within the North Weld County Water District. It is expected that North Weld County will serve any future development.
 - Sanitary Sewage Disposal – The property is within the Boxelder Sanitation District. Future development is expected to be served by the Boxelder Sanitation District.
 - Drainage Facilities – Drainage facilities required by future development will be developed by the developer per Town of Windsor requirements and maintained by developer after installation.
 - Fire Protection – The Windsor-Severance Fire Rescue will serve any future development.
 - Police Protection – Town of Windsor Police Department will provide police protection for any future development.
 - School – The property is within the Weld County School District RE-4. If residential development occurs in the future, the development will be served by the Weld County School District RE-4.
- 4) Financing of municipal services. No development is proposed at this time. At the time development is proposed and per Town of Windsor standards, installation and financing of all infrastructure (drainage, sanitation sewer, storm sewer, water, etc.) extensions is the sole responsibility of the developer.
- 5) Existing districts to be annexed. Please find the enclosed list identifying all existing districts within the area to be annexed.
- 6) Impact on school district governing the property. The Weld RE-4 School District provided the following comments in regard to the application materials:

"The above referenced project is located east of Weld County Road 13 and north of Weld County Road 76. Our understanding is that there is not development planned at this time and there will not be a student impact on the School District."

The School District respectfully requests the opportunity to respond with comments should the use of the property change. Your continuing cooperation is sincerely appreciated, as is the opportunity to comment upon issues of interest to the Town, the School District and our mutual constituents. Should you have questions or desire further information, please contact me at your convenience."

- Stephanie R. Watson, Assistant Superintendent of Business Services, Weld RE-4 School District

All development proposals are required to comply with the Town of Windsor Comprehensive Plan, Zoning and Subdivision Ordinances and applicable Corridor Plans.


Millissa Berry, Senior Planner

Date 3/14, 2018

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 376.54 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

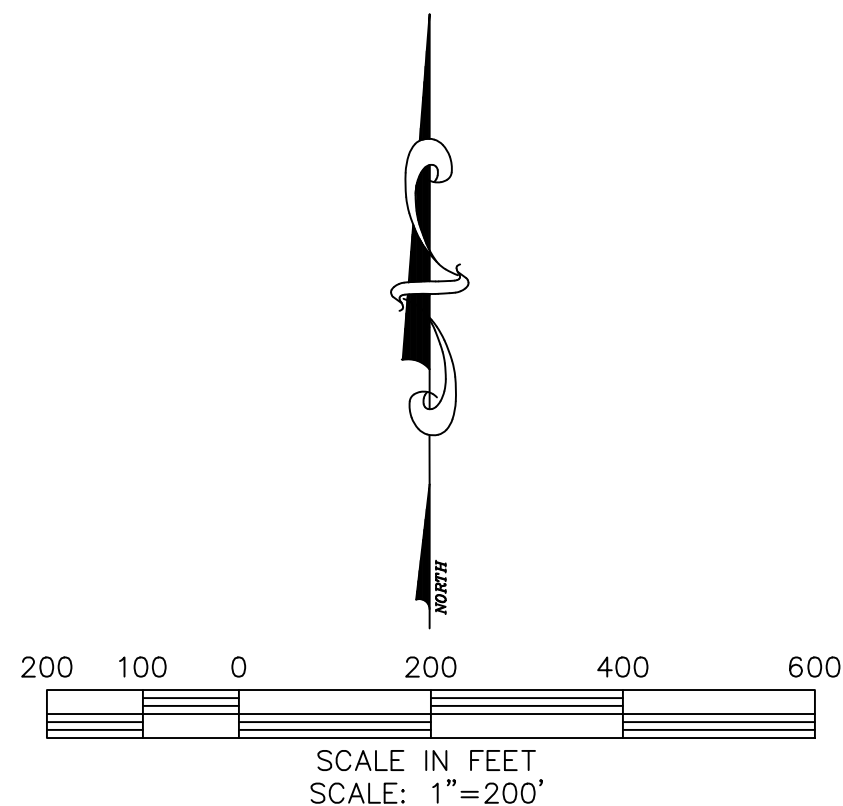
of _____, 20____, A.D. and that the Mayor of the Town of Windsor, as authorized by said ordinance, on behalf of the Town of Windsor, hereby acknowledges and adopts the said annexation map upon which this certificate is endorsed for all purposes indicated thereon.

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

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



LEGEND

---	EASEMENT LINE
- - - -	ALIQUOT LINE
---	RIGHT-OF-WAY LINE
---	BOUNDARY LINE
	DENOTES CONTIGUOUS BOUNDARY
■	FOUND ALIQUOT MONUMENT AS DESCRIBED
■	FOUND MONUMENT AS DESCRIBED
◆	FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP LS 19606
◇	FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP LS 30109
●	FOUND #4 REBAR WITH GREEN PLASTIC CAP LS 34995
○	CALCULATED POSITION

EASEMENT NOTES

1. 16.5' WIDE COMMUNICATIONS EASEMENT TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY IN SW¹/₄ OF SECTION 30-NO SPECIFIC LOCATION GIVEN (BOOK 1075, PAGE 258, REC. NO. 866634)
2. 16.5' WIDE COMMUNICATIONS EASEMENT TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY IN NW¹/₄ AND PART OF SW¹/₄ OF SECTION 30-NO SPECIFIC LOCATION GIVEN (BOOK 1075, PAGE 258, REC. NO. 866635)

BOEKEL ANNEXATIONS 1-4
(TIMNATH)
REC. NO. 3511995-8
NO ZONING
DESIGNATION FOR
RIGHT OF WAY

30' SLOPE EASEMENT
TO THE TOWN OF TIMNATH
(REC. NO. 4329278)

20' UNDERGROUND ELECTRIC DISTRIBUTION LINE EASEMENT
TO Poudre Valley Rural Electric Association, Inc.
(REC. NO. 3962312)

PIPELINE EASEMENT
TO SINCLAIR PIPELINE COMPANY
IN SW¹/₄ OF SECTION 30-NO SPECIFIC LOCATION OR WIDTH GIVEN
(BOOK 1652 PAGE 23, REC. NO. 1412189)
BASED ON GAS MARKER LOCATIONS

CITY OF THORNTON
WARRANTY DEED (REC. NO. 02068011)
QUIT CLAIM DEED (REC. NO. 2826115)
RESOLUTION (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. 4329277)

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

ADDITIONAL 30' OF
RIGHT-OF-WAY TO BE
DEDICATED TO THE
TOWN OF WINDSOR AT
THE TIME OF ANNEXATION
BY SEPARATE DOCUMENT

PRELIMINARY

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

THORNTON FARM 24 ANNEXATION 288.397 ACRES

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

CITY OF THORNTON
WARRANTY DEED (REC. NO. 02068011)
QUIT CLAIM DEED (REC. NO. 2826115)
RESOLUTION (REC. NO. 4204939)

LINE	BEARING	LENGTH
L1	N26°09'22"E	43.98'
L2	N88°08'48"E	28.89'
L3	S76°06'33"E	35.04'
L4	S70°19'11"E	139.00'
L5	S78°04'55"E	45.90'
L6	N88°28'30"E	63.70'
L7	N77°35'16"E	71.03'
L8	N67°53'35"E	566.88'
L9	N48°47'58"E	36.49'
L10	N39°49'47"E	51.39'
L11	N28°49'11"E	65.39'
L12	N18°59'24"E	51.50'
L13	N09°24'45"E	120.55'
L14	N16°39'35"E	88.82'
L15	N22°21'32"E	56.28'
L16	N29°09'14"E	42.39'
L17	N42°13'45"E	35.66'
L18	N58°47'38"E	62.76'
L19	N62°16'56"E	83.53'
L20	N78°06'37"E	101.45'

LINE	BEARING	LENGTH
L21	N66°23'34"E	49.92'
L22	N46°47'49"E	35.95'
L23	N17°45'42"E	33.46'
L24	N04°02'43"E	48.08'
L25	N06°20'38"W	27.23'
L26	N19°02'31"W	52.37'
L27	N25°24'28"W	52.91'
L28	N32°31'09"W	46.93'
L29	N45°13'39"E	96.91'
L30	N44°09'32"E	102.70'
L31	N62°41'18"E	71.30'
L32	N57°34'17"E	36.77'
L33	N48°26'17"E	41.78'
L34	N43°04'12"E	71.97'
L35	N46°38'09"E	57.84'
L36	N53°45'47"E	57.62'
L37	N46°09'32"E	54.33'
L38	N29°59'04"E	48.90'
L39	N24°44'44"E	53.01'
L40	N29°37'00"E	37.71'

LINE	BEARING	LENGTH
L41	N42°12'45"E	35.04'
L42	N51°08'12"E	108.10'
L43	N38°03'05"E	206.94'
L44	N31°30'13"E	123.54'
L45	N34°18'39"E	56.49'
L46	N43°44'52"E	30.57'
L47	N53°26'27"E	185.50'
L48	N57°30'44"E	62.54'
L49	N76°53'09"E	38.73'
L50	N84°37'42"E	113.98'
L51	N79°50'31"E	128.10'
L52	S80°51'32"E	85.54'
L53	S37°38'36"W	208.03'
L54	S23°06'26"W	442.41'
L55	N83°10'07"E	376.84'
L56	N37°41'04"E	134.21'
L57	N82°39'31"E	129.82'
L58	N60°37'09"E	128.94'
L59	N42°07'17"E	160.47'
L60	N61°26'49"E	124.54'

LINE	BEARING	LENGTH
L61	N58°00'25"E	134.58'
L62	N51°51'47"E	160.80'
L63	N67°51'50"E	43.73'
L64	S74°22'09"E	86.04'
L65	S29°21'11"E	150.02'
L66	S43°16'04"W	161.50'
L67	S11°58'40"W	100.68'
L68	S26°55'49"E	100.12'
L69	S79°25'26"E	247.74'
L70	S77°16'50"E	103.95'
L71	N87°30'54"E	115.58'
L72	S67°59'51"E	157.27'
L73	S00°55'26"E	188.55'
L74	S50°01'27"W	194.69'
L75	S00°03'07"W	27.34'
L76	S00°04'17"W	19.92'
L77	S86°00'57"W	1.88'

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

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

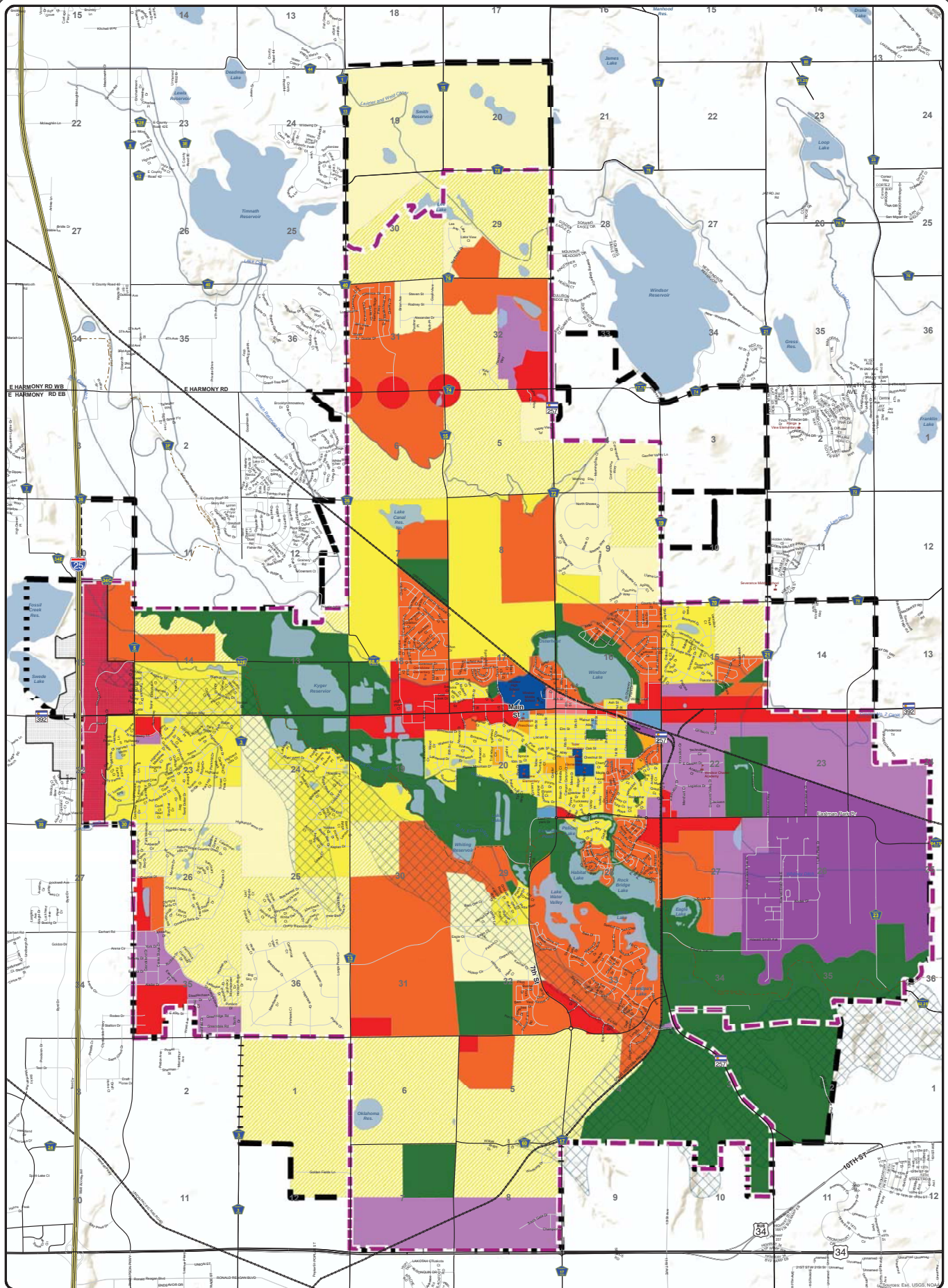


REVISIONS:	DATE:
ADDRESS THORNTON REDLINES	CSK 8-23-17
ADDRESS THORNTON REDLINES	CSK 10/3/17
ADDRESS THORNTON REDLINES	MM 12/1/17

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

PROJECT #:
20170561

2
SHEET 2 OF 2



LAND USE



	CAC Boundary		Bluffs Area		Residential Mixed Use		Heavy Industrial
	GMA		Low Density Estate Single Family Residential		Neighborhood & General Commercial		Schools
	CIA		High Density Estate Single Family Residential		Regional Commercial		Other Public/Semi-Private
			Single Family Residential		Central Business District		Community Separator
			Multi-Family Residential		Light Industrial		Parks, Open Space, Mineral Extraction & Flood Plain



This map was created for illustrative purposes only. Any repercussions from the misuse or misrepresentation of this map or its contents, whether intentional or not, are the sole responsibility of the user.

Updated: 9/7/2017
 Updated by: minomand
 Created: 10/26/2009
 Created by: stonemich
 File: LandUse(24,36-P)

1:24,000

**Thornton Farm 24 ANNEXATION
AFFECTED TAXING DISTRICTS**

AIMS JUNIOR COLLEGE

CLEARVIEW LIBRARY

EAST LARIMER COUNTY WATER (ELW)

FORT COLLINS CONSERVATION

NORTH WELD COUNTY WATER (NWC)

NORTHERN COLORADO WATER (NCW)

SCHOOL DIST RE4-WINDSOR

WELD COUNTY

WINDSOR-SEVERANCE FIRE

BOXEDLER SANITATION DISTRICT



Thornton Farm 24 Annexation and Zoning

Millissa Berry, Senior Planner

Town Board April 23, 2018



Annexation

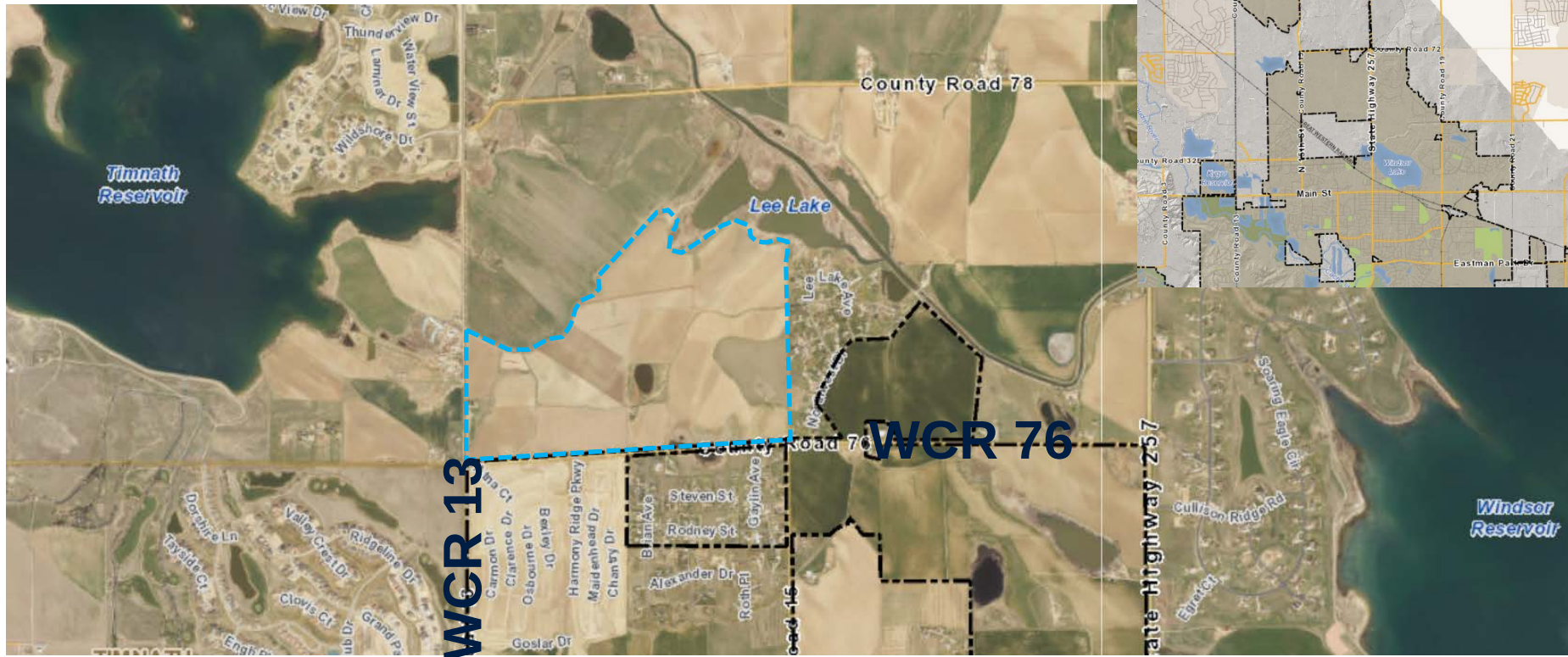
Article I of Chapter 15 of the Municipal Code outlines the purpose and procedures of the annexation process, including:

Sec. 15-1-10. Purpose.

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

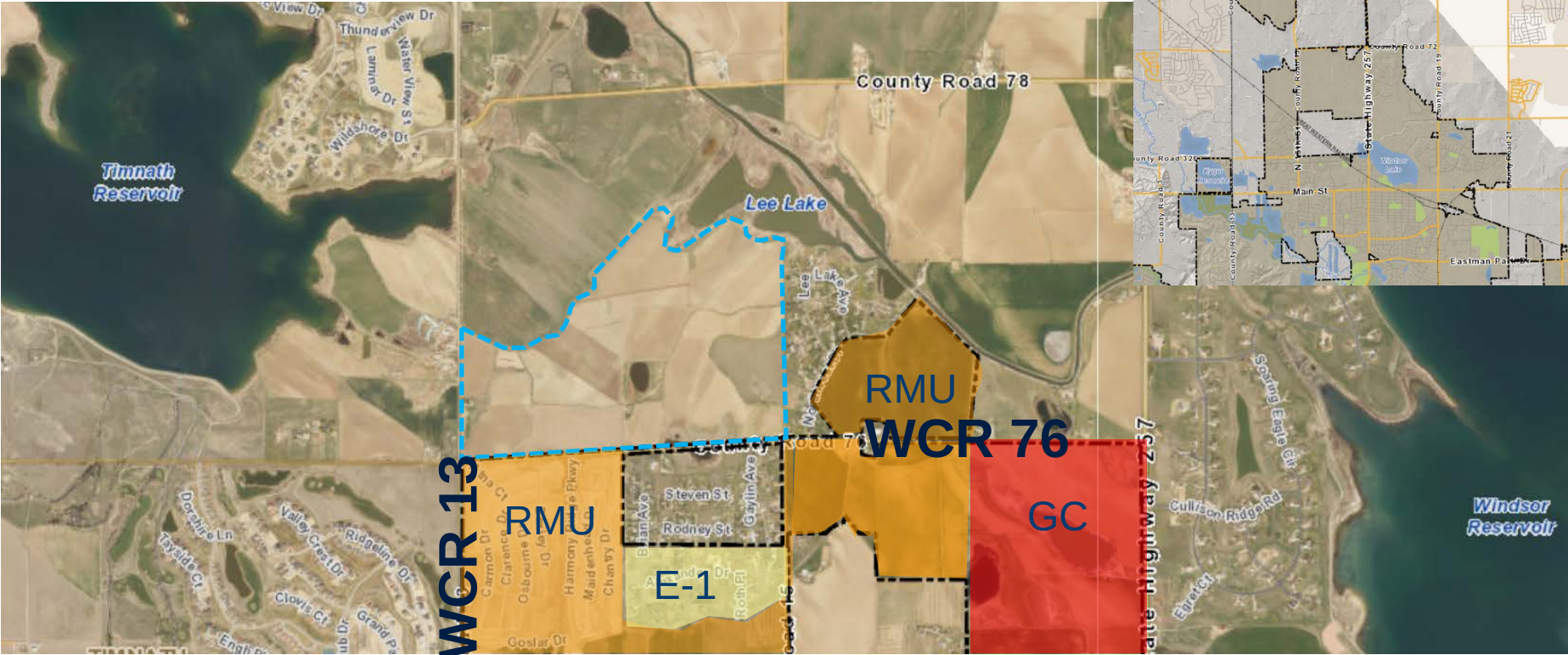


Site Vicinity Map





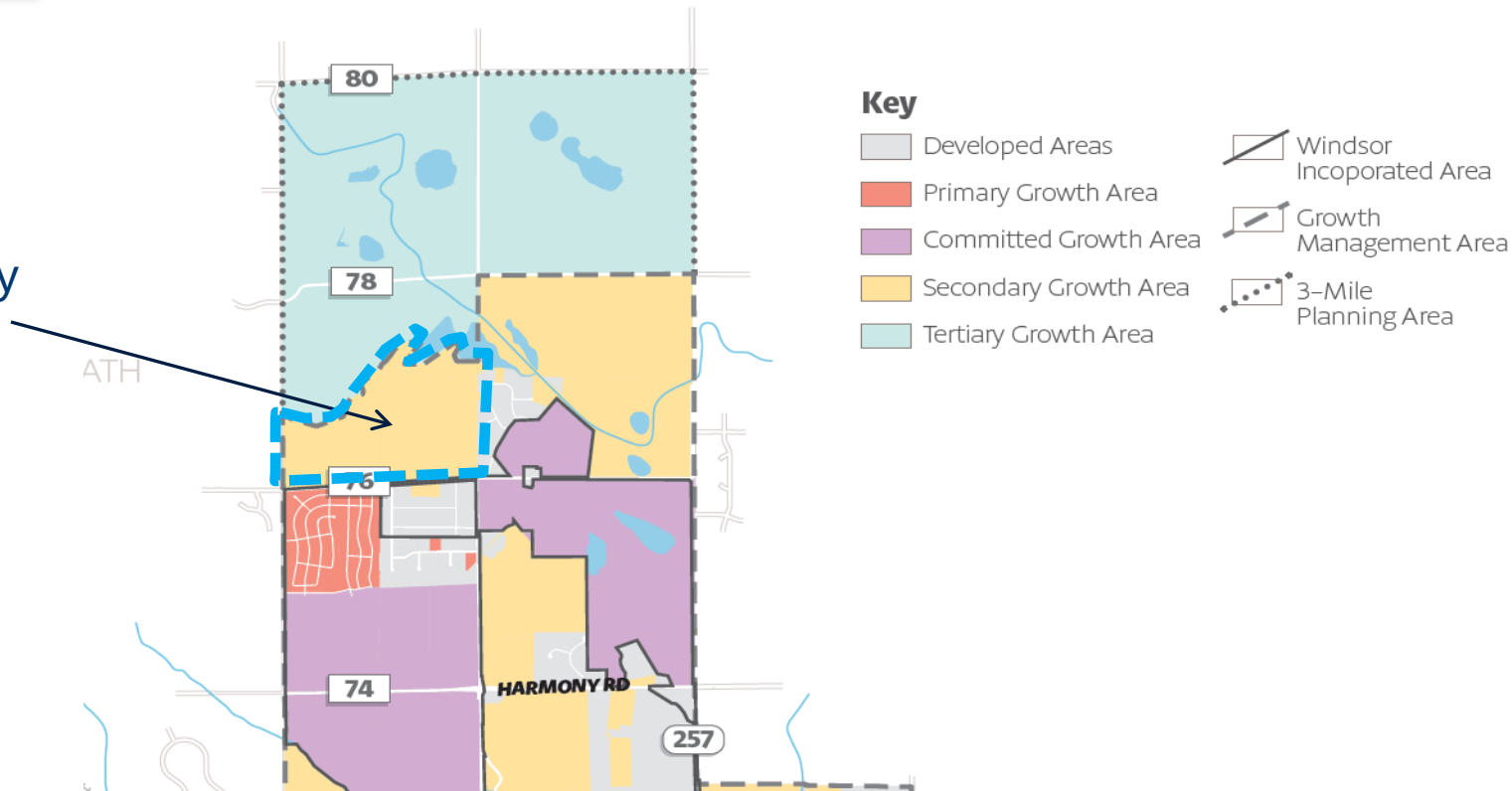
Area Zoning Map





Land Use Plan

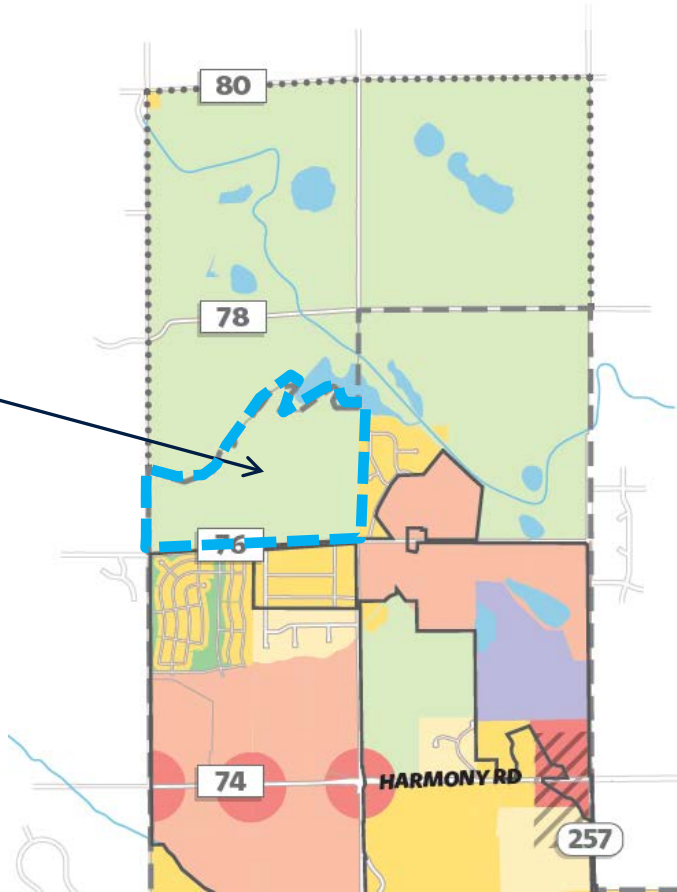
Subject
Property





Land Use Plan

Subject
Property



Key

- Agriculture
- Estate Residential
- Single Family Detached Residential
- Single Family Attached Residential
- Multi-family Residential
- Residential Mixed Use
- Regional Commercial
- General Commercial
- Downtown
- Industrial



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





Findings

Staff has determined that the requirements of applicable parts of CRS Section 31-12-104, 31-12-105, and 31-12-107 have been met:

1. Plat is consistent with the annexation petition
2. The property is eligible for annexation based on contiguity and community interest between property owner and the Town
3. No limitations for annexation exists
4. No election is required.

The Town Board has adopted Resolution 2018-024 that declared these certain findings of fact and set hearing dates:

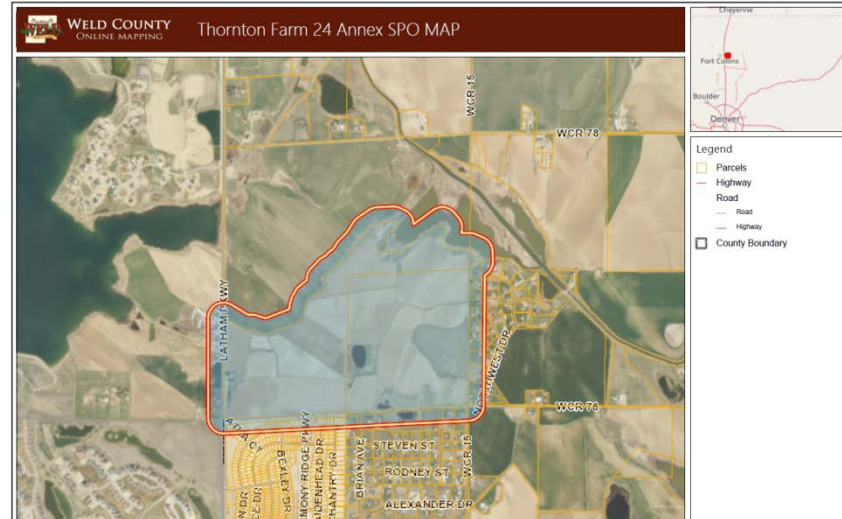
1. April 18, 2018 for Planning Commission
2. April 23, 2018 for Town Board.



Notification Area

Planning Commission and Town Board public hearing notifications:

- 3/8/18 – annexation sign posted on property
- 3/19/18 – staff submitted legal ad to the newspaper to run four consecutive weeks
 - 3/23/18 – 1st week legal ad
 - 3/30/18 – 2nd week legal ad
 - 4/6/18 – 3rd week legal ad
 - 4/13/18 – 4th week legal ad
- 3/20/18 – staff mailed certified packets to relevant taxing districts
- 3/22/18 - letters mailed to surrounding property owners
- 3/23/18 – public hearing notice on Town website





Recommendation

At their April 18, 2018 regular meeting, the Planning Commission forward a recommendation of approval of the Thornton Farm 24 Annexation and Residential Mixed Use (RMU) zoning designation.



Annexation Records

Staff requests that the following be entered into the record:

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



MEMORANDUM

Date: April 23, 2018
To: Mayor and Town Board
Via: Dean Moyer, Acting Town Manager
From: Stacy Johnson, Director of Economic Development
Re: Owens-Illinois Incentive Request
Item #: C.6.a

Background / Discussion

In April of 2017, Economic Development staff and Cathy Schulte with Upstate Colorado met with Edison Flores, plant manager at Owens-Illinois (O-I) for a business retention visit. We were informed at this time that O-I would be upgrading and adding new equipment.

On April 4, 2018, we received a letter of request from O-I requesting a 50% personal property tax rebate on the new equipment. Weld County has already approved their 50% rebate contingent on Windsor approving ours. This is the initial phase of very important equipment upgrades on an aging facility. In order to keep all lines running and insure an investment of \$30 million to rebuild both furnaces starting in 2020, the plant needs to upgrade the current carton palletizer with a bulk palletizer. This is due to changing market conditions with the decrease of big beer sales (Anheuser Busch) and increased sales of craft beer. This palletizer upgrade will help insure the volumes necessary to justify the furnace rebuild and compete for the corporate dollars. They are not creating new jobs, but the new equipment is important for the retention of the existing 200 jobs.

Below is the project review

Owens-Illinois Equipment Upgrade Project

Equipment/FF&E	\$3,700,000.00
Total project cost	\$3,700,000.00

Financial Impact

Personal Property Tax Rebate over 10 years	\$36,257.00
Total	\$36,257.00

Relationship to Strategic Plan

Diversify, Grow & Strengthen the Local Retail and Industrial Economy

Recommendation

Approval of \$36,257.00 incentive for equipment addition and upgrade for Owens-Illinois

Attachments

Letter of Request
Personal Property Tax Refund Worksheet
Incentive Agreement
Resolution

April 4, 2018

Ms. Stacy Johnson
Town of Windsor
Economic Development Director
301 Walnut Street
Windsor, CO 80550

Ms. Johnson,

Please accept this formal request from Owens-Illinois to apply for any and all incentives that the Town of Windsor may offer. We have completed the Weld County Project Information Data sheet, as requested, for a \$3.7MM upgrade to the plant. This upgrade will allow us to keep up with changing market conditions and keep all production lines operating. It is also necessary to ensure a furnace replacement investment of \$30MM to start in 2020.

O-I has 80 plants worldwide that all compete for a limited capital spending budget. Government assistance through incentives will reduce the asset cash recovery period and will increase the IRR% (internal rate of return), factors that are considered in the Project Spend Request approval process.

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

Best regards,



Bri Brown
Controller – O-I Windsor

EXHIBIT A

Personal Property Tax Refund Incentive Worksheet

Owens Brockway Glass Container

11133 Eastman Park Drive, Windsor

March, 2018

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

Project Assumptions:

New Equipment: \$3,757,000

Location: 11133 Eastman Park Dr -- Tax Area 0436

Current Total Mill Levy: 96.02 mills

Weld Levy - 15.800 mills

Windsor Levy - 12.030 mills

Depreciation: Manufacturing Equipment - 10 year average service life

Assessment Factor: 29% of actual value

11133 Eastman Park Drive. - **Tax Area 0436****Current Mill Levy - 96.02 mills**

Taxing Jurisdictions: Weld County- 15.800 mills; School Dist RE4 - 49.190 mills; Town of Windsor- 12.030 mills; Windsor-Severance Fire - 7.194; Windsor-Severance First Bond - 0.505 mills; Aims Junior College - 6.317 mills; Northern Colo. Water - 1.000 mill; Clearview Library - 3.570 mills ; West Greeley Conservation - 0.414 mills

Depreciation Schedule		92%	84%	76%	67%	59%	50%	42%	35%	28%	22%
		Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
Equipment Value	\$3,757,000										
Assessed Value	1,089,530	1,002,368	915,205	828,043	729,985	642,823	544,765	457,603	381,336	305,068	220,521
Tax Due		94,544	86,323	78,102	68,853	60,632	51,383	43,162	35,968	28,774	20,800

10 YR TOTAL ESTIMATED PP TAX DUE: **\$568,540****Note: Above calculation does not include tax due on real property (building & land).****Entities able to refund:**

PP taxes to Weld County:	15,837	14,460	13,083	11,534	10,157	8,607	7,230	6,025	4,820	3,484
PP taxes to Windsor:	12,058	11,010	9,961	8,782	7,733	6,554	5,505	4,587	3,670	2,653
Total	27,896	25,470	23,044	20,315	17,890	15,161	12,735	10,613	8,490	6,137
50% Waiver	13,948	12,735	11,522	10,158	8,945	7,580	6,368	5,306	4,245	3,069

10 YR TOTAL ESTIMATED PP TAX REFUND: **\$47,619** Weld County Refund Estimate**\$36,257** Windsor Refund Estimate**\$83,876** Total Refund over 10 years

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

**AGREEMENT
FOR
CERTAIN ECONOMIC INDUCEMENTS AND DEVELOPMENT
INCENTIVES**

THIS AGREEMENT FOR CERTAIN ECONOMIC INDUCEMENTS AND DEVELOPMENT INCENTIVES ("Agreement") is executed effective as of April 23, 2018 ("Effective Date"), by and between the TOWN OF WINDSOR, COLORADO, a Colorado home rule municipal corporation ("Town"), and OWENS-BROCKWAY GLASS CONTAINER INC., a corporation organized under the laws of the State of Delaware ("O-I").

RECITALS:

- A. O-I is currently doing business in the Town at its glass processing facility ("Facility") located at 11133 Eastman Park Drive.
- B. O-I intends to acquire significant new equipment to maintain and enhance the functionality of the Facility.
- C. The Town anticipates that acquisition of the new equipment will provide substantial economic benefits to the Town, including but not limited to, increased property tax revenues and the retention of primary jobs.
- D. Subject to the terms and conditions herein, O-I is requesting, and the Town desires to grant, certain economic inducements and incentives to facilitate the acquisition of the new equipment.
- E. It is an appropriate and lawful function of Colorado municipalities to encourage business retention and expansion through economic inducements and incentives.

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

- 1. The foregoing Recitals are fully incorporated herein by this reference with the same force and effect as though restated below.
- 2. On or after the Effective Date, O-I anticipates acquiring certain manufacturing equipment ("Equipment"), and placing it into service at the Facility.

3. Notwithstanding anything to the contrary stated herein, O-I shall have no obligation to acquire the Equipment. This Agreement does not create any obligation to acquire the Equipment at any time, under any circumstances whatsoever. Likewise, the Town's obligation to provide O-I with the economic inducements and incentive described below is subject both to O-I's acquisition of the Equipment and placement of the Equipment into service at the Facility. If any of the foregoing conditions do not come to pass, the Town shall have no obligation to provide inducements or incentives under this Agreement.
4. Provided that O-I acquires the Equipment and places it into service at the Facility, O-I intends to incorporate the Equipment into its operations within the Facility on or before April 23, 2019 ("Installation Date").
5. The Town maintains certain guidelines for evaluating the public benefit of business retention within its corporate limits, and the value of providing economic inducements and incentives to encourage and sustain such development. In reliance upon certain representations made to the Town, the Town has determined that the acquisition of the Equipment and placement of it into service at the Facility satisfies such guidelines and will be of substantial economic benefit to the Town and to Weld County.
6. The Town's determination of inducements and incentives primarily and substantially stems from certain information and representations provided by O-I about the equipment needs of the Facility, the investment into the Equipment, property tax projections, and projections about the number of primary jobs to be retained at the Facility. Specifically, O-I presented certain estimates and data supporting the attached Personal Property Tax Refund Incentive Worksheet dated March, 2018, attached hereto as **Exhibit A**.
7. Notwithstanding the contents of **Exhibit A**, which provides estimated values, the total value of the incentives and inducements in the aggregate and the value of each such incentive and inducement contemplated herein shall not be conclusively determined until the Town's collection of personal property tax revenue assessed upon the Equipment as assessed by the Weld County Assessor. In other words, the actual personal property tax revenue assessed upon the Equipment shall be determinative of the total value of the incentives and inducements in the aggregate, and the value of each, as contemplated herein.
8. In light of the foregoing, the Town represents that, pursuant Section 31-15-903, C.R.S., the Town is authorized to provide certain incentives to taxpayers in the form of personal property tax credits. In accordance with the findings set forth in this

Agreement, and pursuant to Section 31-15-903, C.R.S., O-I shall be afforded personal property tax credits subject to the following limitations:

- (a) With respect to personal property taxes paid by O-I to the Town for the Equipment placed into service by the Installation Date pursuant to this Agreement, the Town will reimburse fifty percent (50%) of such taxes paid over a ten-year period commencing April 23, 2019. All such personal property eligible for reimbursement shall have not appeared on previous schedules in the State of Colorado and shall remain in service during each such year in order to be eligible for tax reimbursement by the Town under this Agreement.
- (b) Reimbursement by the Town shall be made to O-I within ninety (90) days after receipt of evidence of payment by O-I of all personal property taxes due and payable, together with an affidavit from O-I stating that it remains eligible for reimbursement under the provisions of Section 31-15-903, C.R.S. Reimbursement shall be conditioned upon O-I being current on all taxes, fees and assessments otherwise levied by the State of Colorado, Weld County or the Town which are due and payable and relate to the Equipment.
- (c) The Town shall not be required to reimburse O-I in the event that subsequent legislation adopted by the State of Colorado makes such reimbursement unlawful, or in the event a court of competent jurisdiction declares any portion of this Agreement or legislation authorizing payment under this Agreement to invalid or unconstitutional.
- (d) O-I shall not seek or accept any reduction of personal property taxes with respect to the Equipment for any of the ten (10) years during which reimbursements are called for under this Agreement. If for any reason O-I receives a personal property tax refund or credit with respect to the Equipment during any of the ten (10) years during which reimbursements are called for under this Agreement, O-I shall pay over to the Town one-half of any such refund or credit that is with respect to the Equipment within ninety (90) days of receipt by O-I of such refund or credit.
- (e) In each of the ten (10) years set forth above, reimbursement by the Town to O-I shall be made only to the extent revenues are legally available and appropriated by the Town Board. The Town's obligation in future years shall not constitute multiple fiscal year obligations of the Town.

9. In connection with providing these incentives, the Town agrees to comply with any obligations imposed pursuant to Section 31-15-903, including the notification requirements of sub-section (4) thereof.
10. Miscellaneous.
- (a) This writing constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any prior written or oral communication, negotiations, agreements, representations and understandings between them with respect to its subject matter.
 - (b) This Agreement may not be modified, enlarged or altered, except in writing, signed by both parties.
 - (c) Neither party may assign the benefits or burdens of this Agreement without the express written consent of the other, provided that such consent shall not be unreasonably withheld, delayed or conditioned.
 - (d) This Agreement shall be governed by and construed in accordance with the law of the State of Colorado. Venue for all purposes shall be deemed proper in the District Court of Weld County, Colorado.
 - (e) A waiver by either party of a breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.
 - (f) If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term of provision, and the rights of the parties shall be construed as if the part, term or provision in question was never part of this Agreement.

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

TOWN OF WINDSOR, COLORADO

OWENS-BROCKWAY GLASS
CONTAINER INC.

BY: Kristie Melendez, Mayor

BY: Scott Gedris,
Vice President Global Tax (Assistant Treasurer)

EXHIBIT A

Personal Property Tax Refund Incentive Worksheet
Owens Brockway Glass Container

11133 Eastman Park Drive, Windsor
 March, 2018

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Depreciation Schedule	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
Equipment Value										
Assessed Value	1,002,368	915,205	828,043	729,985	642,823	544,765	457,603	381,336	305,068	220,521
Tax Due	94,544	86,323	78,102	68,853	60,632	51,383	43,162	35,968	28,774	20,800

10 YR TOTAL **ESTIMATED** PP TAX DUE: **\$568,540**

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

Entities able to refund:

PP taxes to Weld County:	15,837	14,460	13,083	11,534	10,157	8,607	7,230	6,025	4,820	3,484
PP taxes to Windsor:	12,058	11,010	9,961	8,782	7,733	6,554	5,505	4,587	3,670	2,653
Total	27,896	25,470	23,044	20,315	17,890	15,161	12,735	10,613	8,490	6,137
50% Waiver	13,948	12,735	11,522	10,158	8,945	7,580	6,368	5,306	4,245	3,069

10 YR TOTAL **ESTIMATED** PP TAX REFUND:

\$47,619 Weld County Refund Estimate

\$36,257 Windsor Refund Estimate

\$83,876 Total Refund over 10 years

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

TOWN OF WINDSOR

RESOLUTION NO. 2018-43

A RESOLUTION APPROVING AN AGREEMENT FOR CERTAIN ECONOMIC INDUCEMENTS AND INCENTIVES BETWEEN THE TOWN OF WINDSOR AND OWENS-BROCKWAY GLASS CONTAINER, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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 has in place guidelines and policies promoting the encouragement of business activity through various incentives and inducements; and

WHEREAS, Owens-Brockway Glass Container, Inc. (“O-I”), is a company with a long history of employment and economic activity in Windsor; and

WHEREAS, O-I desires to acquire and place into service new equipment at its existing facility in Windsor, maintaining its manufacturing capability and positioning itself for future plant investment; and

WHEREAS, Colorado law permits local governments to encourage and facilitate the investment in new equipment for existing business facilities through tax reimbursements; and

WHEREAS, O-I has requested that, in order to facilitate the acquisition of the new equipment for its facility in Windsor, the Town provide certain property tax reimbursements; and

WHEREAS, at the direction of the Town Board, staff has negotiated an *Agreement for Certain Economic Inducements and Incentives* (“Agreement”), a copy of which is attached hereto and incorporated herein ; and

WHEREAS, the Agreement contains terms that satisfy the Town’s guidelines for economic incentives, and promotes a public benefit; and

WHEREAS, the Town’s Director of Economic Development has recommended approval of the Agreement; and

WHEREAS, the Town Board finds that approval of the Agreement will promote the public health, safety and welfare.

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

1. The attached *Agreement for Certain Economic Inducements and Incentives* between the Town of Windsor and Owens-Brockway Glass Container, Inc., is hereby approved.
2. The Mayor is hereby authorized to execute the Agreement.
3. The Town Manager is authorized to implement the terms of the Agreement as applied to the Town.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 23rd day of April, 2018.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Amanda Mehlenbacher, Deputy Town Clerk



MEMORANDUM

Date: April 23, 2018
To: Mayor and Town Board
Via: Dean Moyer, Acting Town Manager
From: Stacy Johnson, Director of Economic Development
Re: DaVinci Incentive Request
Item #: C.7.a

Background / Discussion

Economic Development staff conducted a business retention visit with John Shaw, President of DaVinci Signs in summer 2017. Mr. Shaw expressed there was a need to expand their business and started looking for locations including property outside of Windsor. Mr. Shaw had reached out to our staff in February 2018 to discuss expansion of his business. During this visit Mr. Shaw discussed his interest in a property located in the Windsor Commons (Diamond Valley) area allowing for more space and ability to keep his business in Windsor.

DaVinci Signs is currently located in Highland's industrial park in a 10,000 sq. ft. building they currently own. Mr. Shaw will remain the owner of this building and it will be leased out in the future which will allow for another company to move into the business park.

In compliance with our incentive guidelines Mr. Shaw submitted a letter of request for incentives on March 16, 2018. He would like to relocate and expand his company with a proposed opening date of summer 2019.

Below is the project review

DaVinci Signs New Development Project

Total Initial Project Investment (land & building)	\$5,200,000.00
Building Size	22,500 sq. ft.
Existing equipment retained	\$1,000,000.00
New Equipment/FF&E	\$200,000.00
Total expansion project cost	\$5,400,000.00

10 year net fiscal economic impact	\$343,248.00
Average employee Salary	\$58,000.00
Retained jobs	33
New jobs	7

Financial Impact

Total Fee waivers requested

\$86,355.56

Relationship to Strategic Plan

Diversify, Grow & Strengthen the Local Retail and Industrial Economy

Recommendation

Approval of incentive request for fee waivers for the business expansion project at 930 & 950 Merchant Court.

Attachments

Letter of Request

Town Fee estimate

Cost Analysis

Economic Impact Analysis

Incentive Agreement

Resolution



www.davincisign.com

March 16, 2018

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

RE: New Manufacturing Building for DaVinci Sign Systems, Inc.

Dear Stacy & Jill:

Please accept this letter as our formal request to the Town of Windsor for relief and waiver of a portion of the permitting fees for our proposed new DaVinci Sign Systems building to be located in the Windsor Commons Business Park. Specifically; the Administration fee, Water Plan Investment fee, Sewer Plan Investment fee, Drainage fee, Windsor Use Tax, and the Road Impact fee. We would also like to seek relief from City Sales Tax for the purchase of manufacturing and installation equipment for the first five years on any purchase made for this type of equipment over \$1,000. We currently benefit from this type of sales tax relief from the State of Colorado.

DaVinci Sign Systems began in Fort Collins in 2004, moving to Windsor in 2006 upon the completion of their new facility located on Bents Drive. We have enjoyed constant growth over the last 12 years and look forward to this growth continuing. We offer a fantastic work environment which has grown from a staff of nine, upon moving to Windsor, to our current staff of 35. Our employees enjoy higher than average wages which range from \$40,000 to upwards of \$150,000 annually. We have also increased sales revenue from \$1.2 million to \$5.5 million since moving to Windsor, which in return has increased the amount of property and sales tax paid to our Town.

Besides the increase in jobs and revenue for the company and the community, we have made strides in the manufacturing process, design and incorporated zero waste systems, as well as our intended purpose of providing superior quality signage at an affordable price to our community neighbors in order to assist in *their* continued growth and success.

We've recently launched a new program called Visionary Displays which extends our product nationwide with a focus on church and school signage. From the launching of this new endeavor, as well as our continued recognition as a leading sign manufacturer within Northern Colorado, our current facility can no longer sustain our growth. We are in need of a much larger facility in order to maintain and continue to grow, and thus further impacting our community in a positive way.

FT. COLLINS: (970) 203-9292
DENVER: (303) 573-7446
CHEYENNE: (307) 220-4316
TOLL FREE: 1-866-DaVinci (328-4624)



4496 BENTS DRIVE
WINDSOR, CO 80550
108 W. LINCOLN WAY
CHEYENNE, WY 82001



Extraordinary Belongs To Those Who Create It!

DaVinci supports the community and the surrounding area in many other ways and continues to make a broader impact as our company grows. We are currently partnered with well over a dozen non-profits in order to give back to the community that surrounds us, our employees and their families. These committed organizations include; The United Way, The Food Bank, Rotary International, Boy Scouts of America, Project Self Sufficiency, and Colorado Moves to End Cancer, just to name a few.

When we began looking into the building process, we had preliminarily anticipated permitting fees to be approximately \$150,000 less than what we have now received as an estimate. We would like to continue to make a positive impact to the Windsor community by staying in this town and growing our company, so we ask for assistance in making our expansion happen.

We appreciate your time in considering this matter. Our final decision of whether to build a new facility is due by April 12, 2018. We look forward to hearing from you soon.

Sincerely,



John J. Shaw
President

JJS/kw



4496 Bents Dr.
Windsor, CO 80550
www.davincisign.com

Phone: (970) 203-9292
Fax: (970) 203-9293
Denver: (303) 573-7446
Greeley: (970) 353-8446

About DaVinci Sign Systems, Inc.

DaVinci derives its inspiration from its namesake, Leonardo DaVinci, who combined *art and science* in his innovative endeavors well ahead of his 15th century presence. Leonardo was an artist, an inventor, and a designer, who had the great ability to bring new concepts into reality.

DaVinci Sign Systems follows Leonardo's lead in the creation of custom identity products for our clients. Our motto is "Let us build a monument to your business".

Our design philosophy combines a bit of the old *and* the new. We utilize new technologies such as LED message centers and lighting, water jet piercing of plate materials, along with the use of natural stone, sandblasting, and even some hand-fabrication techniques such as *planishing* to create award-winning signage and sculptures.

We strive to include "green" concepts into our signage products by making them as adaptable as possible, using native and natural stone in masonry, recycled materials such as aluminum, and other energy efficient concepts such as LED lighting. Whether or not the facility is a LEED candidate, these methods and materials are part of the initial considerations we explore when specifying a project.

DaVinci Sign Systems is a design/build custom sign manufacturing firm located in Windsor, Colorado. We perform work in many locations nationwide as well as our home state. We have fabricated way-finding signage for the Jackson Hole (WY) Airport, monuments for the Inverness Metropolitan District in the Denver metro area, shopping center signage in El Paseo, CA, as well as other rebranding projects throughout the US, Germany, Russia & Panama, just to name a few.

In addition, DaVinci has managed to secure top awards in design & concept and remains ever diligent in continuing to strive for this type of excellence and innovation in all its design work.

With competitive pricing, efficient processes, a great design, fabrication and installation team, DaVinci is a leader in the architectural & custom identity industry!

Sincerely,

John J. Shaw, President
DaVinci Sign Systems, Inc.



the art and science of identification

Building Permit Fee Estimate for Commercial or Industrial buildings

NOTICE
The Plan Review Fee and Fire District Fee and Administrative Fee shown on this estimate shall be collected at the time the building permit application is submitted

Date:	2/1/2018
Name of requestor:	John J Shaw
Ph/Fx # or e-mail add:	john@davincisign.com 970.203.9292
Subdivision Name:	Windsor Commons Business Park
Address:	525,930 and 950 Merchant Dr (Lts 2,3 &4)
Lot size in SF:	100,000
Use:	Manufacturing
Building Size in SF:	22,500

Town of Windsor
Planning Department
301 Walnut Street
Windsor, CO 80550
970 674-2436
fx 970 674-2456

1	Valuation	\$2,200,000
2	Electrical Valuation	\$150,000

3	Building Fee	Based on valuation - see schedule
4	Electrical Fee	Based on valuation - see schedule
5	Construction Meter	Always \$57.50
6	Plan Review Fee	65% of line 3
7	Administrative Fee	25% of lines 3, 4, and 5
8	Raw Water	See Notes Below
9	Water Plant Investment	Based on tap 1" (3/4" = \$9,400)
10	Sewer Plant Investment	Based on tap 1" (3/4" = \$4,400)
11	Drainage Fee	See Notes Below
12	Water Meter and Yoke	Based on tap 1" (3/4" = \$433)
13	Irrigation Meter	contact engineer
14	Fire District Fee	Fire district fee schedule
15	Windsor Use Tax	3.95% of 1/2 of Valuation - Line 1
16	Larimer County Use Tax	0.65% of 1/2 of Valuation - Line 1
17	Road Impact Fee	Per Ordinance 2017-1541 - see schedule
18	CAC Development Fee	
	TOTAL	

	\$9,388.75
	\$2,160.00
	\$57.50
	\$6,102.69
	\$2,901.56
	\$53,200.00
	\$15,228.00
	\$7,128.00
	\$17,648.00
	\$742.00
	\$742.00
	\$11,300.00
	\$43,450.00
	NA - Weld
	\$54,618.00
	N/A
	\$224,666.50

ESTIMATE ONLY: ALL FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ESTIMATED FEES ARE REFLECTIVE OF THE CURRENT AMOUNTS IN EFFECT AT THE TIME OF THIS ESTIMATE REQUEST. PLEASE CONTACT THE PLANNING DEPARTMENT FOR ANY FEE CHANGES AS YOU ARE GETTING CLOSER TO SUBMITTAL OF A BUILDING PERMIT APPLICATION. SEE PAGES 2-3 FOR FEE EXPLANATION.

Building Permit Fee Estimate for Commercial or Industrial buildings

1	Valuation is based upon materials and labor for entire building/project, not inclusive of the land, infrastructure, landscaping, etc.
2	Electrical valuation is based upon materials and labor for electrical portion of building/project, not inclusive of the land, infrastructure, landscaping, etc.
3	Building Permit Fee: \$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000.00 or fraction thereof. Formula for this permit: $\$1,200,000 / 1000 \times \$3.15 + \$5,608.75 = \$9,388.75$
4	Electrical Permit Fee: \$135.00 plus \$13.50 per thousand of job valuation (always round up the next \$1,000) Formula for this permit: $\$150,000 / 1000 \times \$13.50 + \$135.00 = \$2,160.00$
5	Construction Meter: Always \$57.50
6	Plan Review Fee: 65% of line #3 for new commercial bldgs & new 8+ unit multi-family, 30% of line #3 for all other residential and some finishes. $\$9,388.75 \times .65 = \$6,102.69$
7	Administrative Fee: 25% of lines 3, 4, and 5 $\$9,388.75 + \$2,160.00 + \$57.50 \times .25 = \$2,901.56$
8	Raw Water Fee: Site specific and dependent upon water district, type of project, and location - please contact Town Engineer at 970 686-7476.cash-in-lieu = \$38,000 per Acre-foot = 1.4 acre-foot x \$38,000 acre-foot = \$53,200
9	Water Plant Investment - Based upon 1" water tap size \$15,228.00 or (3/4" water tap = \$9,400)
10	Sewer Plant Investment - Based upon 1" water tap size \$7,128.00 or (3/4" water tap = \$4,400)

Building Permit Fee Estimate for Commercial or Industrial buildings

11	Drainage fee: Based upon lot square footage - Formula: Impervious Rate Factor dependent upon use and land coverage x \$0.2206 x Area in Square feet - Please see Ordinance 2017-1543 for detailed information - This fee is dependent upon amount of land covered by parking and buildings. (Drainage fees \$0.2206/square foot as of January 1, 2018)
	Formula for this permit: $0.8 \times \$0.2206 \times 100,000 = \$17,648.00$ ***Please note that this fee is an estimate based upon the expected lot coverage, but the fee may be lower, based upon percentage of lot coverage and landscaping, which will be determined upon submittal of a site plan to the Planning Department.
12	Water Meter Yoke & Pit - Based upon 1" \$742.00 or (3/4" = \$433)
13	Irrigation Meter - 1" \$742.00 or (3/4" = \$433)
14	Fire District Fee - Based on Valuation - \$5,300.00 for the first \$1,000,000 plus \$125 for each additional \$25,000 or fraction thereof. $\$1,200,000 / \$25,000 \times \$125 + 5300. = \$11,300.00$
15	Windsor Use Tax: 3.95% of 1/2 of the Valuation Formula for this permit: $\$2,200,000 \times 0.5 \times .0395 = \$43,450.00$
16	Larimer County Use Tax: 0.65% of 1/2 of the Valuation Formula for this permit: NA - Weld
17	Road Impact Fee: Based upon proposed use in this building - Please see Ordinance 2017-1541 for detailed information. If a detailed estimate is required, a minimum of \$50.00 is charged and additional consultant fees may be due to determine this cost. The road impact fees are due at issuance of the building permit and should be included in the estimated permit costs. (Road Impact Fees will be increasing January 1, 2018) Formula for this permit: $5,000 \text{ office}, (5,000 / 1000 \times \$4,674.) + \text{manufacturing } (15,500 / 1000 \times \$2,016) = \$23,370.00 + \$31,248.00 = \$54,618.00$
18	This total is an estimate based upon today's fees. These fees may change in the future.

Cost Analysis for DaVinci Signs

4.3.18 EXHIBIT B

DaVinci Signs - 930 & 950 Merchant Court			
Contact: John Shaw			
<u>Expenses:</u>			
building, land	\$5,200,000		
equipment (FFE from restaurant)	\$250,000		
total investment	\$5,450,000		
<u>Income:</u>			
10 year fiscal benefit	\$343,248	Not including real or personal property tax revenue	
Fees for DaVinci			
*based off of information provided by Windsor commercial building permit Fee estimate form			
Building Fee	\$9,388.75		
Electrical Fee	\$2,160.00		
Construction Meter	\$57.50		
Plan Review Fee	\$6,102.68		
Administrative Fee	\$2,901.56	Waive up front	
Raw Water	\$53,200.00		
Water Plant Investment	\$15,228.00	Reimburse after CO	
Sewer Plant Investment	\$7,128.00	Reimburse after CO	
Drainage Fee	\$17,648.00	Reimburse after CO	
Water Meter and Yoke	\$742.00		
Irrigation Meter	\$742.00		
Fire District Fee	\$11,300.00		
Windsor Use Tax	\$43,450.00	Waive up front	
Larimer County Use Tax	N/A - Weld		
Road Impact Fee	\$54,618.00		
CAC Development Fee	N/A		
Total FEES	\$ 224,666.50		
Total fee waivers	\$86,355.56		
Total incentives	\$86,355.56		
Incentive waivers/reimbursements	Payback in 1.8 years		

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Windsor, Town of Summary by Impact Area											
Local Gov't Economic and Fiscal Benefits											
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Operations	\$525,204	\$519,601	\$519,601	\$519,601	\$519,601	\$519,601	\$519,601	\$519,601	\$519,601	\$519,601	\$5,201,618
On-Site Residents	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-Site Employees	\$56,738	\$57,971	\$57,971	\$57,971	\$57,971	\$57,971	\$57,971	\$57,971	\$57,971	\$57,971	\$578,473
Visitor Impacts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Local Gov't Economic and Fiscal Benefits	\$581,942	\$577,572	\$577,572	\$577,572	\$577,572	\$577,572	\$577,572	\$577,572	\$577,572	\$577,572	\$5,780,091
Local Government Revenues											
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Operations	\$72,469	\$67,404	\$67,404	\$67,404	\$67,404	\$67,404	\$67,404	\$67,404	\$67,404	\$67,404	\$679,105
On-Site Residents	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-Site Employees	\$5,025	\$6,258	\$6,258	\$6,258	\$6,258	\$6,258	\$6,258	\$6,258	\$6,258	\$6,258	\$61,344
Visitor Impacts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Local Government Revenues	\$77,494	\$73,662	\$73,662	\$73,662	\$73,662	\$73,662	\$73,662	\$73,662	\$73,662	\$73,662	\$740,448
Local Government Costs											
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Operations	\$33,143	\$33,143	\$33,143	\$33,143	\$33,143	\$33,143	\$33,143	\$33,143	\$33,143	\$33,143	\$331,432
On-Site Residents	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-Site Employees	\$6,577	\$6,577	\$6,577	\$6,577	\$6,577	\$6,577	\$6,577	\$6,577	\$6,577	\$6,577	\$65,768
Visitor Impacts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Local Government Costs	\$39,720	\$39,720	\$39,720	\$39,720	\$39,720	\$39,720	\$39,720	\$39,720	\$39,720	\$39,720	\$397,200
Net Economic Benefit (Gov't Econ & Fiscal Benefits less Gov't Costs)											
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Operations	\$492,061	\$486,458	\$486,458	\$486,458	\$486,458	\$486,458	\$486,458	\$486,458	\$486,458	\$486,458	\$4,870,186
On-Site Residents	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-Site Employees	\$50,161	\$51,394	\$51,394	\$51,394	\$51,394	\$51,394	\$51,394	\$51,394	\$51,394	\$51,394	\$512,705
Visitor Impacts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Net Economic Benefit	\$542,222	\$537,852	\$537,852	\$537,852	\$537,852	\$537,852	\$537,852	\$537,852	\$537,852	\$537,852	\$5,382,891
Cumulative Net Economic Benefit	\$542,222	\$1,080,074	\$1,617,926	\$2,155,779	\$2,693,631	\$3,231,483	\$3,769,335	\$4,307,187	\$4,845,039	\$5,382,891	
Net Fiscal Benefit (Gov't Revenues less Gov't Costs)											
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Operations	\$39,326	\$34,261	\$34,261	\$34,261	\$34,261	\$34,261	\$34,261	\$34,261	\$34,261	\$34,261	\$347,673
On-Site Residents	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-Site Employees	(\$1,552)	(\$319)	(\$319)	(\$319)	(\$319)	(\$319)	(\$319)	(\$319)	(\$319)	(\$319)	(\$4,424)
Visitor Impacts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Net Fiscal Benefit	\$37,774	\$33,942	\$33,942	\$33,942	\$33,942	\$33,942	\$33,942	\$33,942	\$33,942	\$33,942	\$343,248
Cumulative Net Fiscal Benefit	\$37,774	\$71,716	\$105,657	\$139,599	\$173,540	\$207,482	\$241,424	\$275,365	\$309,307	\$343,248	

**AGREEMENT
FOR
CERTAIN ECONOMIC INDUCEMENTS AND INCENTIVES**

THIS AGREEMENT FOR CERTAIN ECONOMIC INDUCEMENTS AND INCENTIVES ("Agreement") is executed effective as of April 23, 2018 ("Effective Date"), by and between the TOWN OF WINDSOR, COLORADO, a Colorado home rule municipal corporation ("Town"), and DAVINCI SIGN SYSTEMS, INC., a Colorado Corporation ("DaVinci").

RECITALS:

- A. DaVinci is the owner of and presently doing business at 4496 Bents Drive, Unit A, Windsor, Colorado.
- B. DaVinci is expanding its business and has located a property within Windsor, legally-described as WIN 3WCOM LOT 3 BLK 3 WINDSOR COMMONS 3 FG & WIN 3WCOM LOT 4 BLK 3 WINDSOR COMMONS 3 FG, also known as 930 & 950 Merchant Court, Windsor, Colorado, ("Property") to allow for expansion and retention of its operations in Windsor.
- C. The Town desires to encourage DaVinci to expand its facilities and remain in the Town's corporate limits by offering certain inducements as set forth herein.
- D. Subject to the terms and conditions stated below, DaVinci is requesting, and the Town desires to grant, certain economic inducements and incentives to facilitate the relocation and expansion of DaVinci's business.
- E. It is an appropriate and lawful function of Colorado municipalities to encourage business expansion through economic inducements and incentives.

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

- 1. The foregoing Recitals are fully incorporated by reference with the same force and effect as though restated below.
- 2. The Town's obligation to provide DaVinci with the economic inducements and incentives described below is conditioned upon Town Board approval and DaVinci's compliance with the terms set forth herein. If these conditions are not met, the Town shall have no obligation to provide inducements or incentives under this Agreement.
- 3. DaVinci intends to acquire the Property and construct a larger facility ("Facility") containing certain infrastructure improvements, including a sanitary sewer line, force main, parking and driveway paving, and detention facility improvements

("Improvements"). The Improvements are expected to be completed by June 1, 2019. The Improvements will be further defined by improvement plans approved in advance by the Town.

4. **Determination of Public Benefit, Reliance of the Town.**

- a. The Town maintains certain guidelines for evaluating the public benefit of commercial development within its corporate limits, and the value of providing economic inducements and incentives to encourage and sustain such development. In reliance upon certain documentation provided to the Town by DaVinci, the Town has determined that relocation from the existing property and the construction and expansion into a new facility satisfies such guidelines and will be of substantial economic benefit to the Town.
- b. The Town's determination of inducements and incentives primarily and substantially stems from its desire to encourage DaVinci to acquire the Property within the Town's corporate limits, to construct the Facility and otherwise improve the Property. DaVinci has provided the Town with representations as to the projected costs for the Improvements, (Exhibit "A") attached and incorporated herein by reference. By entering into this Agreement, the Town is relying on these representations in good faith.
- c. DaVinci has provided the Town with certain information and representations regarding construction costs for the new building, general revenue, job retention and creation from commercial activity presently taking place and anticipated to take place in the foreseeable future within the new Property, (Exhibits "B", "C" and "D") attached and incorporated herein by reference. By entering into this Agreement, the Town is relying on these representations in good faith.

5. **Agreed Incentives and Inducements.**

In light of the representations provided by DaVinci, the Town agrees to provide the following incentives and inducements upon the terms and conditions set forth below:

- a. The Town agrees to waive the collection of certain building permit-related fees, *estimated* as follows:

Windsor in-house Administrative Fee:	\$ 2,901.56
Windsor Construction Materials Use Tax:	<u>\$43,450.00</u>
TOTAL FEE WAIVERS:	\$46,351.56

- b. The Town will reimburse to DaVinci certain building permit-related fees after issuance of a final Certificate of Occupancy ("CO") for the Facility, *estimated* as follows:

Windsor Water Plant Investment Fee:	\$15,228.00
Windsor Sewer Plant Investment Fee:	\$ 7,128.00
Windsor New Growth Basin Impact Fee:	<u>\$17,648.00</u>
TOTAL ESTIMATED REIMBURSEMENTS:	\$40,004.00

Total Incentive Package: \$86,355.56

It is understood that the total value of the incentives and inducements in the aggregate and the value of each incentive and inducement contemplated under sub-paragraphs (a) and (b) SHALL NOT be final until the Town's issuance of the Building Permit for construction of the Facility in keeping with the Town's customary practices. Accordingly, the total value of the incentives and inducements under sub-paragraphs (a) and (b), and the estimated values of each, may increase or decrease, depending upon the final fees as stated in the Building Permit as issued by the Town. In other words, the issuance of the Building Permit is the determining event setting the total value of the incentives and inducements in the aggregate, and the value of each, as contemplated herein.

6. Method of Reimbursement to DaVinci.

- a. The fee waivers set forth in Section 5 (a) above shall be an up-front waiver and not collected by the Town. The Town hereby forever waives collection of these fees by its execution of this Agreement.
- b. The reimbursements set forth in Section 5 (b) above shall be processed by the Town upon receipt of DaVinci's request for reimbursement following issuance of the CO. The Town shall reimburse DaVinci the verified amounts within sixty (60) days of receipt of DaVinci's reimbursement request.

7. Miscellaneous.

- a. **TABOR.** Nothing herein shall be deemed a multiple-fiscal year obligation in violation of the limitations set forth in Article X, Section 20 of the Colorado Constitution. All sums payable hereunder by the Town in any future fiscal year shall be subject to legal availability and annual appropriation.
- b. **Subsequent legislation, constitutional limits.** The Town shall not be required to reimburse DaVinci in the event that subsequent legislation adopted by the State of Colorado makes such reimbursement unlawful, or in the event a court of competent jurisdiction declares any portion of this Agreement or legislation authorizing payment under this Agreement to invalid or unconstitutional.
- c. **Compliance With Title 31, Article 15, Part 9, C.R.S.** In connection with providing these incentives, the Town agrees to comply with any obligations imposed pursuant to Section 31-15-903, including the notification requirements of sub-section (4) thereof.

- d. **Assignment.** The right to receive the reimbursements to be paid under this Agreement may be assigned by DaVinci to any person or entity later taking record title to the Property or to whom responsibility for operation of DaVinci Sign Systems, Inc. is transferred. No such assignment shall, however, be effective until DaVinci has provided the Town with written notice of the person(s) or entity/entities to whom record title has been transferred and/or operational responsibility has been transferred.
- e. **Entire Agreement.** This writing constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any prior written or oral communication, negotiations, agreements, representations and understandings between them with respect to its subject matter.
- f. **Modification.** This Agreement may not be modified, enlarged or altered, except in writing, signed by both parties.
- g. **No Third Party Beneficiaries.** Only signatories hereto shall have any right to seek enforcement or declaration of status under this Agreement. No third party beneficiaries are intended.
- h. **Attorney fees, costs of litigation.** In the event of litigation between the parties arising out of this Agreement, and in which the Town shall prevail, in addition to any judgment for damages or declaratory relief, DaVinci shall pay all costs incurred by the Town, including attorney fees, expert witness fees and other costs of suit.
- i. **Venue.** This Agreement shall be governed by and construed in accordance with the law of the State of Colorado. Venue for all purposes shall be deemed proper in the District Court of Weld County, Colorado.
- j. **No Waiver.** A waiver by either party of a breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.
- k. **Severability.** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term of provision, and the rights of the parties shall be construed as if the part, term or provision in question was never part of this Agreement.
- l. **Covenant Running with the Land.** This Agreement shall be deemed to run with the Property and, upon its execution by the parties, shall be recorded by the Town with the Weld County Clerk and Recorder. Upon execution by the parties, this

Agreement shall be binding upon the parties, their respective successors and assigns.

- m. **Entire Agreement.** This Agreement is the entire agreement of the parties with respect to its subject matter. Unless expressly set forth herein, no other terms, representations or promises shall be enforceable.

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

TOWN OF WINDSOR, COLORADO

DAVINCI SIGN SYSTEMS, INC.

BY: Kristie Melendez, Mayor



BY: John J. Shaw, President



Windsor Map



Legend

Corporate Limits

Parcels

Notes

EXHIBIT A

0.28 0 0.14 0.28 Miles



1: 8,901



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Date Prepared: 4/11/2018 2:58:43 PM

Cost Analysis for DaVinci Signs

4.3.18 EXHIBIT B

DaVinci Signs - 930 & 950 Merchant Court			
Contact: John Shaw			
<u>Expenses:</u>			
building, land	\$5,200,000		
equipment (FFE from restaurant)	\$250,000		
total investment	\$5,450,000		
<u>Income:</u>			
10 year fiscal benefit	\$343,248	Not including real or personal property tax revenue	
Fees for DaVinci			
*based off of information provided by Windsor commercial building permit Fee estimate form			
Building Fee	\$9,388.75		
Electrical Fee	\$2,160.00		
Construction Meter	\$57.50		
Plan Review Fee	\$6,102.68		
Administrative Fee	\$2,901.56	Waive up front	
Raw Water	\$53,200.00		
Water Plant Investment	\$15,228.00	Reimburse after CO	
Sewer Plant Investment	\$7,128.00	Reimburse after CO	
Drainage Fee	\$17,648.00	Reimburse after CO	
Water Meter and Yoke	\$742.00		
Irrigation Meter	\$742.00		
Fire District Fee	\$11,300.00		
Windsor Use Tax	\$43,450.00	Waive up front	
Larimer County Use Tax	N/A - Weld		
Road Impact Fee	\$54,618.00		
CAC Development Fee	N/A		
Total FEES	\$ 224,666.50		
Total fee waivers	\$86,355.56		
Total incentives	\$86,355.56		
Incentive waivers/reimbursements	Payback in 1.8 years		

Building Permit Fee Estimate for Commercial or Industrial buildings

NOTICE
The Plan Review Fee and Fire District Fee and Administrative Fee shown on this estimate shall be collected at the time the building permit application is submitted

Date:	2/1/2018
Name of requestor:	John J Shaw
Ph/Fx # or e-mail add:	john@davincisign.com 970.203.9292
Subdivision Name:	Windsor Commons Business Park
Address:	525,930 and 950 Merchant Dr (Lts 2,3 &4)
Lot size in SF:	100,000
Use:	Manufacturing
Building Size in SF:	22,500

Town of Windsor
Planning Department
301 Walnut Street
Windsor, CO 80550
970 674-2436
fx 970 674-2456

1	Valuation	\$2,200,000
2	Electrical Valuation	\$150,000

3	Building Fee	Based on valuation - see schedule
4	Electrical Fee	Based on valuation - see schedule
5	Construction Meter	Always \$57.50
6	Plan Review Fee	65% of line 3
7	Administrative Fee	25% of lines 3, 4, and 5
8	Raw Water	See Notes Below
9	Water Plant Investment	Based on tap 1" (3/4" = \$9,400)
10	Sewer Plant Investment	Based on tap 1" (3/4" = \$4,400)
11	Drainage Fee	See Notes Below
12	Water Meter and Yoke	Based on tap 1" (3/4" = \$433)
13	Irrigation Meter	contact engineer
14	Fire District Fee	Fire district fee schedule
15	Windsor Use Tax	3.95% of 1/2 of Valuation - Line 1
16	Larimer County Use Tax	0.65% of 1/2 of Valuation - Line 1
17	Road Impact Fee	Per Ordinance 2017-1541 - see schedule
18	CAC Development Fee	
18	TOTAL	

	\$9,388.75
	\$2,160.00
	\$57.50
	\$6,102.69
	\$2,901.56
	\$53,200.00
	\$15,228.00
	\$7,128.00
	\$17,648.00
	\$742.00
	\$742.00
	\$11,300.00
	\$43,450.00
	NA - Weld
	\$54,618.00
	N/A
	\$224,666.50

ESTIMATE ONLY: ALL FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ESTIMATED FEES ARE REFLECTIVE OF THE CURRENT AMOUNTS IN EFFECT AT THE TIME OF THIS ESTIMATE REQUEST. PLEASE CONTACT THE PLANNING DEPARTMENT FOR ANY FEE CHANGES AS YOU ARE GETTING CLOSER TO SUBMITTAL OF A BUILDING PERMIT APPLICATION. SEE PAGES 2-3 FOR FEE EXPLANATION.

Building Permit Fee Estimate for Commercial or Industrial buildings

1	Valuation is based upon materials and labor for entire building/project, not inclusive of the land, infrastructure, landscaping, etc.
2	Electrical valuation is based upon materials and labor for electrical portion of building/project, not inclusive of the land, infrastructure, landscaping, etc.
3	Building Permit Fee: \$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000.00 or fraction thereof. Formula for this permit: $\$1,200,000 / 1000 \times \$3.15 + \$5,608.75 = \$9,388.75$
4	Electrical Permit Fee: \$135.00 plus \$13.50 per thousand of job valuation (always round up the next \$1,000) Formula for this permit: $\$150,000 / 1000 \times \$13.50 + \$135.00 = \$2,160.00$
5	Construction Meter: Always \$57.50
6	Plan Review Fee: 65% of line #3 for new commercial bldgs & new 8+ unit multi-family, 30% of line #3 for all other residential and some finishes. $\$9,388.75 \times .65 = \$6,102.69$
7	Administrative Fee: 25% of lines 3, 4, and 5 $\$9,388.75 + \$2,160.00 + \$57.50 \times .25 = \$2,901.56$
8	Raw Water Fee: Site specific and dependent upon water district, type of project, and location - please contact Town Engineer at 970 686-7476.cash-in-lieu = \$38,000 per Acre-foot = 1.4 acre-foot x \$38,000 acre-foot = \$53,200
9	Water Plant Investment - Based upon 1" water tap size \$15,228.00 or (3/4" water tap = \$9,400)
10	Sewer Plant Investment - Based upon 1" water tap size \$7,128.00 or (3/4" water tap = \$4,400)

Building Permit Fee Estimate for Commercial or Industrial buildings

11	Drainage fee: Based upon lot square footage - Formula: Impervious Rate Factor dependent upon use and land coverage x \$0.2206 x Area in Square feet - Please see Ordinance 2017-1543 for detailed information - This fee is dependent upon amount of land covered by parking and buildings. (Drainage fees \$0.2206/square foot as of January 1, 2018)
	Formula for this permit: $0.8 \times \$0.2206 \times 100,000 = \$17,648.00$ ***Please note that this fee is an estimate based upon the expected lot coverage, but the fee may be lower, based upon percentage of lot coverage and landscaping, which will be determined upon submittal of a site plan to the Planning Department.
12	Water Meter Yoke & Pit - Based upon 1" \$742.00 or (3/4" = \$433)
13	Irrigation Meter - 1" \$742.00 or (3/4" = \$433)
14	Fire District Fee - Based on Valuation - \$5,300.00 for the first \$1,000,000 plus \$125 for each additional \$25,000 or fraction thereof. $\$1,200,000 / \$25,000 \times \$125 + 5300. = \$11,300.00$
15	Windsor Use Tax: 3.95% of 1/2 of the Valuation Formula for this permit: $\$2,200,000 \times 0.5 \times .0395 = \$43,450.00$
16	Larimer County Use Tax: 0.65% of 1/2 of the Valuation Formula for this permit: NA - Weld
17	Road Impact Fee: Based upon proposed use in this building - Please see Ordinance 2017-1541 for detailed information. If a detailed estimate is required, a minimum of \$50.00 is charged and additional consultant fees may be due to determine this cost. The road impact fees are due at issuance of the building permit and should be included in the estimated permit costs. (Road Impact Fees will be increasing January 1, 2018) Formula for this permit: $5,000 \text{ office}, (5,000 / 1000 \times \$4,674.) + \text{manufacturing } (15,500 / 1000 \times \$2,016) = \$23,370.00 + \$31,248.00 = \$54,618.00$
18	This total is an estimate based upon today's fees. These fees may change in the future.

Exhibit D

DaVinci Signs

Summary of Costs and Benefits

Menu

Project Name

	2017 <i>Year 1</i>	2018 <i>Year 2</i>	2019 <i>Year 3</i>	2020 <i>Year 4</i>	2021 <i>Year 5</i>	2022 <i>Year 6</i>	2023 <i>Year 7</i>	2024 <i>Year 8</i>	2025 <i>Year 9</i>	2026 <i>Year 10</i>	<i>Total</i>
Windsor, Town of Summary by Impact Area											
Local Gov't Economic and Fiscal Benefits											
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Operations	\$525,204	\$519,601	\$519,601	\$519,601	\$519,601	\$519,601	\$519,601	\$519,601	\$519,601	\$519,601	\$5,201,618
On-Site Residents	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-Site Employees	\$56,738	\$57,971	\$57,971	\$57,971	\$57,971	\$57,971	\$57,971	\$57,971	\$57,971	\$57,971	\$578,473
Visitor Impacts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Local Gov't Economic and Fiscal Benefits	\$581,942	\$577,572	\$577,572	\$577,572	\$577,572	\$577,572	\$577,572	\$577,572	\$577,572	\$577,572	\$5,780,091
Local Government Revenues											
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Operations	\$72,469	\$67,404	\$67,404	\$67,404	\$67,404	\$67,404	\$67,404	\$67,404	\$67,404	\$67,404	\$679,105
On-Site Residents	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-Site Employees	\$5,025	\$6,258	\$6,258	\$6,258	\$6,258	\$6,258	\$6,258	\$6,258	\$6,258	\$6,258	\$61,344
Visitor Impacts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Local Government Revenues	\$77,494	\$73,662	\$73,662	\$73,662	\$73,662	\$73,662	\$73,662	\$73,662	\$73,662	\$73,662	\$740,448
Local Government Costs											
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Operations	\$33,143	\$33,143	\$33,143	\$33,143	\$33,143	\$33,143	\$33,143	\$33,143	\$33,143	\$33,143	\$331,432
On-Site Residents	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-Site Employees	\$6,577	\$6,577	\$6,577	\$6,577	\$6,577	\$6,577	\$6,577	\$6,577	\$6,577	\$6,577	\$65,768
Visitor Impacts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Local Government Costs	\$39,720	\$39,720	\$39,720	\$39,720	\$39,720	\$39,720	\$39,720	\$39,720	\$39,720	\$39,720	\$397,200
Net Economic Benefit (Gov't Econ & Fiscal Benefits less Gov't Costs)											
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Operations	\$492,061	\$486,458	\$486,458	\$486,458	\$486,458	\$486,458	\$486,458	\$486,458	\$486,458	\$486,458	\$4,870,186
On-Site Residents	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-Site Employees	\$50,161	\$51,394	\$51,394	\$51,394	\$51,394	\$51,394	\$51,394	\$51,394	\$51,394	\$51,394	\$512,705
Visitor Impacts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Net Economic Benefit	\$542,222	\$537,852	\$537,852	\$537,852	\$537,852	\$537,852	\$537,852	\$537,852	\$537,852	\$537,852	\$5,382,891
Cumulative Net Economic Benefit	\$542,222	\$1,080,074	\$1,617,926	\$2,155,779	\$2,693,631	\$3,231,483	\$3,769,335	\$4,307,187	\$4,845,039	\$5,382,891	
Net Fiscal Benefit (Gov't Revenues less Gov't Costs)											
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Operations	\$39,326	\$34,261	\$34,261	\$34,261	\$34,261	\$34,261	\$34,261	\$34,261	\$34,261	\$34,261	\$347,673
On-Site Residents	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-Site Employees	(\$1,552)	(\$319)	(\$319)	(\$319)	(\$319)	(\$319)	(\$319)	(\$319)	(\$319)	(\$319)	(\$4,424)
Visitor Impacts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Net Fiscal Benefit	\$37,774	\$33,942	\$33,942	\$33,942	\$33,942	\$33,942	\$33,942	\$33,942	\$33,942	\$33,942	\$343,248
Cumulative Net Fiscal Benefit	\$37,774	\$71,716	\$105,657	\$139,599	\$173,540	\$207,482	\$241,424	\$275,365	\$309,307	\$343,248	

TOWN OF WINDSOR

RESOLUTION NO. 2018-44

A RESOLUTION APPROVING AN AGREEMENT FOR CERTAIN ECONOMIC INDUCEMENTS AND INCENTIVES BETWEEN THE TOWN OF WINDSOR AND DAVINCI SIGN SYSTEMS, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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 has in place guidelines and policies promoting the encouragement of business activity through various incentives and inducements; and

WHEREAS, DaVinci Sign Systems, Inc. (“DaVinci”), is a company with a long history of employment and economic activity in Windsor; and

WHEREAS, DaVinci desires to construct a new facility for its operations in Windsor, adding significant new square footage and increased employment; and

WHEREAS, Colorado law permits local governments to encourage and facilitate the expansion of existing business facilities through fee waivers and fee reimbursements; and

WHEREAS, DaVinci has requested that, in order to facilitate the construction of its new facility in Windsor, the Town provide certain fee waivers and fee reimbursements; and

WHEREAS, at the direction of the Town Board, staff has negotiated an *Agreement for Certain Economic Inducements and Incentives* (“Agreement”), a copy of which is attached hereto and incorporated herein ; and

WHEREAS, the Agreement contains terms that satisfy the Town’s guidelines for economic incentives, and promotes a public benefit; and

WHEREAS, the Town’s Director of Economic Development has recommended approval of the Agreement; and

WHEREAS, the Town Board finds that approval of the Agreement will promote the public health, safety and welfare.

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

1. The attached *Agreement for Certain Economic Inducements and Incentives* between the Town of Windsor and DaVinci Sign Systems, Inc., is hereby approved.
2. The Mayor is hereby authorized to execute the Agreement.
3. The Town Manager is authorized to implement the terms of the Agreement as applied to the Town.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 23rd day of April, 2018.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Amanda Mehlenbacher, Deputy Town Clerk



MEMORANDUM

Date: April 23, 2018
To: Windsor Town Board
From: Ian D. McCargar, Town Attorney
Re: Draft Amended Mill Property Incentives Agreement
Item #: C-8

Background / Discussion

The September, 2017, fire that destroyed the Windsor Mill and Elevator Building has caused its owner to modify the plans for redevelopment. The Town Board and DDA Board of Directors have instructed counsel to prepare a revised incentive agreement to reflect the modified project scope, but to retain the former levels of incentives approved in late-2016. The incentives are summarized as follows:

- The DDA will contribute \$500,000 in cash to the project capital improvements.
- The Town will contribute \$1,840,000 in cash to the project capital improvements.
- The DDA will reimburse to the property owner 50% of collected Mill property tax increment.
- The Town will reimburse to the property owner 50% of the collected Mill property sales tax collections.
- The total tax reimbursements will be capped at \$1,360,000. Once this total is reached by a combination of the two revenue sources, the sales and property tax reimbursements will cease.

The Town and the DDA will amend their former cost-sharing agreement to assure that, in the final analysis, the Town's sales tax reimbursements do not exceed \$606,000, and the DDA's property tax reimbursements will not exceed \$754,000. These maximums will be implemented through credits, debits, cash or an agreed combination thereof. The adjustments come into play in the event one or the other revenue streams hits the maximum, yet the full combination of reimbursements will continue until the \$1.36M cap is reached.

The attached *Amended and Restated Agreement for Economic Incentives and Inducements* ("Agreement") is a draft, as there remain a number of details yet to be inserted. The draft, however, captures the intent of both the DDA and Town. This draft is being presented for approval as an offer to the other parties which, if accepted, will result in a final, binding

agreement. The attached draft is not itself ready for execution, but is an accurate statement of intent by the Town and the DDA.

The approval of the attached Resolution will enable counsel to finalize the document with the property owner and, ultimately, present it for approval as a final document. Assuming the final document aligns materially with the attached draft Agreement, final approval should be a formality.

Financial Impact

All funds previously budgeted under the prior agreement. The attached Agreement does not stray from previously-budgeted figures.

Relationship to Strategic Plan

Prosperous local economy.

Recommendation

Adopted attached Resolution. Simple majority of those participating required.

Attachments

- Resolution No. 2018-45 – A Resolution Approving the Form of an Amended and Restated Agreement for Economic Incentives and Inducements By, Between and Among the Town of Windsor, the Windsor Downtown Development Authority and Old Windsor Mill, LLC, With Respect to Redevelopment of the Windsor Mill and Elevator Property
- Draft Amended and Restated Agreement for Economic Incentives and Inducements

AMENDED AND RESTATED AGREEMENT FOR ECONOMIC INCENTIVES AND INDUCEMENTS

THIS AMENDED AND RESTATED AGREEMENT FOR ECONOMIC INCENTIVES AND INDUCEMENTS ("Agreement") is entered into this ____ day of _____, 2018, by and among the TOWN OF WINDSOR, a Colorado home rule municipal corporation ("Town"), the WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY, a duly organized and existing downtown development authority under the Constitution and laws of the State of Colorado, including, particularly, Title 31, Article 25, Part 8, Colorado Revised Statutes, as amended ("DDA"), and OLD WINDSOR MILL, LLC, a Colorado limited liability company ("Company").

RECITALS

WHEREAS, the Town is a home rule municipality and political subdivision of the State of Colorado organized and existing under a home rule charter pursuant to Article XX of the Constitution of the State; and

WHEREAS, pursuant to Ordinance No. 2011-1401, the Town has heretofore established the DDA, a duly organized and existing downtown development authority under the Constitution and laws of the State of Colorado, including, particularly, Title 31, Article 25, Part 8, Colorado Revised Statutes, as amended; and

WHEREAS, the Town has approved the June 15, 2011, Plan of Development of the DDA pursuant to Resolution No. 2011-26; and

WHEREAS, the Plan of Development contains a provision for division of taxes as authorized by the DDA Act effective for a period of thirty (30) years beginning June 27, 2011; and

WHEREAS, on December 28, 2016, the parties entered into that certain Agreement for Economic Incentives and Inducements (the "Original Agreement"), under which the parties made various commitments for the redevelopment of the historic Windsor Mill and Elevator property, the legal description of which is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as if set forth fully ("Property"); and

WHEREAS, the Property, located at the southeast corner of 3rd Street and Main Street, contains the Windsor Mill and Elevator structure built in 1899 and used as a flour and feed mill until 1990 ("Mill"); and

WHEREAS, the parties undertook the responsibilities allocated to them under the Original Agreement in good faith and with due diligence, to the point where substantial improvements had been made to the Mill; and

WHEREAS, in the early-morning hours on August 6, 2017, a massive fire (the “2017 Fire”) resulted in a total loss to the Mill improvements that had been undertaken pursuant to the Original Agreement; and

WHEREAS, the Company desires to redevelop the Property with certain changes necessitated by the 2017 Fire, and to enter into a new agreement with the Town and the DDA based on substantially the same economic incentives and inducements; and

WHEREAS, the Mill stands as a landmark structure in the downtown and shapes a lasting impression of Windsor to both residents and visitors; and

WHEREAS, the Property is located in the DDA District; and

WHEREAS, the Company has presented to the Town a modified conceptual development proposal for redevelopment of the Property generally consisting of a brewpub, cocktail bar and dining facility open to the public, and office space available for rental occupancy, which is depicted on **Exhibit B** attached hereto and incorporated herein by reference as if set forth fully (the “Project”); and

WHEREAS, the Project is a valuable undertaking that furthers the objectives set forth in the Town’s 2016 Comprehensive Plan, including the restoration of the Mill, increased tax revenue, and overall improvements to the Town’s Main Street in the downtown area; and

WHEREAS, providing economic inducements and incentives is an appropriate exercise of municipal governmental authority under Title 31, Article 15 of the Colorado Revised Statutes; and

WHEREAS, the redevelopment of the Property is a top priority of the DDA’s Strategic Plan, which has been adopted by the DDA Board; and

WHEREAS, according to the Town’s independent fiscal analysis, the Project will bring increased retail sales tax and *ad valorem* property tax revenue to the Town and the DDA and enabling the expansion of the DDA’s programs and initiatives to create a prosperous downtown; and

WHEREAS, the cost premium for rehabilitating the remaining existing historic structure (as opposed to new construction), together with new construction costs not recoverable through the Company’s insurance policies, inherently creates a lease premium that results in lease rates nearly double that of existing downtown rates, demonstrating the funding gap to be bridged to bring restoration of the Mill to fruition; and

WHEREAS, the Town and the DDA consider the Project to be a catalyst project which will create increased interest and investment in surrounding properties in the downtown; and

WHEREAS, the Company has requested that the Town and the DDA enter into this Agreement and, in reliance on the conceptual plans for the Project shown on **Exhibit B**, and in order to facilitate the Project, the Town Board and the DDA have determined that it is in the best interests of the Town and the DDA to enter into this Agreement; and

WHEREAS, on December 28, 2016, the Company and the DDA entered into that certain Façade Easement Agreement whereby the DDA agreed to purchase easements from the Company over Eligible Facades in accordance with the provisions set forth therein (the “Original Façade Agreement”); and

WHEREAS, concurrently with the execution of this Agreement, the DDA and the Company have entered into an Amended and Restated Façade Easement Agreement (“Façade Easement Agreement”); and

WHEREAS, the Town Board has further determined that entering into this Agreement with the Company will serve the important public purposes of restoring and reconstructing the Mill, maintaining and increasing employment in the Town, stabilizing and improving the long-term tax base of the Town, and providing additional economic health benefits to the Town; and

WHEREAS, the estimates of Project Property Tax Increment and Project Sales Tax Increment over a ten (10) year collection period are estimated to produce tax revenues of approximately One Million Four Hundred Seventy Million Dollars (\$1,470,000.00) and [sales tax generation in text and Arabic], respectively; and

WHEREAS, the incentives provided in this Agreement are based upon an updated cost analysis dated [date] which is attached hereto as **Exhibit C** and incorporated herein by this reference as if set forth fully herein (the “Cost Analysis”); and

WHEREAS, pursuant to Town Board Resolution 2018-[XX], the Town Board has authorized the Town’s execution of this Agreement; and

WHEREAS, pursuant to DDA Resolution 2018-DDA[XX], the DDA Board has authorized the DDA’s execution of this Agreement; and

WHEREAS, pursuant to a Company resolution, the Company has authorized its participation in this Agreement.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows.

SECTION 1. DEFINITIONS. For purposes of this Agreement, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth below:

“Charter” means the Home Rule Charter of the Town.

“Construction Use Taxes” means the Construction Use Taxes received by the Town pursuant to Chapter 4, Article III of the *Windsor Municipal Code* from the LLC in connection with the Project.

“Cost Analysis” means that cost analysis prepared on [date] by the Town using data provided by the Company upon which the financial incentives of this Agreement are based.

“County” means Weld County, Colorado.

“DDA” means the Windsor Downtown Development Authority, a duly organized and existing downtown development authority under the Constitution and laws of the State of Colorado, including, particularly, Title 31, Article 25, Part 8, Colorado Revised Statutes, as amended.

“DDA Act” means Title 31, Article 25, Part 8, Colorado Revised Statutes, as amended.

“DDA Board” means the Board of Directors of the DDA.

“DDA District” means the area described in the Plan of Development and approved by Resolution No. 2011-26, and as may hereafter be amended by valid legislative action of the Town.

“DDA Reserve Fund Balance” means that fund balance maintained by the DDA pursuant to Articles 1.2 (d) and (g) of the Amended and Restated Intergovernmental Agreement Between the Town of Windsor, Colorado, and the Windsor Downtown Development Authority Regarding Continuing Town Support of the Windsor Downtown Development Authority dated March 14, 2016, whereby at the beginning of each fiscal year, any unexpended DDA revenue from Town sales tax transfers is reserved for one or more capital projects.

“Developer Reimbursement Fee” means an owner-imposed requirement that a fee equal to one percent (1%) of all retail sales activity taking place within the Property shall be paid to the Company, which fee shall be collected and retained by the Company to offset the Company’s costs of development of the Property. The Developer Reimbursement Fee shall run with the land, shall not be deemed a tax, and shall be administered by the Company as a private matter between the Company and any retailer doing business on the Property.

“Development Fees” means the customary development review fees and customary administrative review fees assessed and received by the Town and disbursed to the Windsor-Severance Fire Rescue District pursuant to that certain Intergovernmental Agreement for Collection and Disbursement of Fee Revenue dated July 17, 2012, between the Town and the Windsor-Severance Fire Rescue District.

“Eligible Costs” means the reasonable and necessary expenditures to construct the Eligible Façade Improvements as certified by the Company and verified by the DDA.

“Eligible Façade Improvements” means improvements to the Eligible Facades, including fascia, soffits, exterior walls, signage, doors, windows, canopies and structural support materials therefor, which are depicted on exhibit(s) to the Façade Easement Agreement.

“Eligible Facades” means the north, east and south facades of the renovated Mill building within the Project and any other facades of the Project which the DDA Board deems eligible.

“Façade Easement Agreement” means the executed agreement between the DDA and the Company relating to the Façade Easements dated [date] and approved by Resolution of the DDA Board.

“Façade Easements” means those easements over the Eligible Facades of the Project purchased by the DDA from the Company in accordance with the terms and conditions of this Agreement and the Façade Easement Agreement.

“Plan of Development” means the Plan of Development for the DDA, as amended from time to time, approved by the DDA Board and the Town Board in accordance with the DDA Act.

“Project” generally means the acquisition, construction and installation of a brewpub, cocktail bar and dining facility open to the public, and office space available for rental occupancy on the Property, as more specifically depicted on **Exhibit B** attached hereto and incorporated herein by this reference as if set forth fully.

“Project Property Tax Increment Revenues” means all revenues derived in each fiscal year from the levy of *ad valorem* taxes at the rate fixed each year by or for each public body having taxing power over the Property upon that portion of the valuation for assessment of the Property within the boundaries of such public body that is in excess of the valuation for assessment on the date that the Property was added to the District by valid legislative action of the Town, all in accordance with Section 31-25-807(3) of the DDA Act, less any collection fees lawfully payable to the Town or the County, for services rendered in connection with the collection of such *ad valorem* taxes.

“Project Sales Tax Increment Revenues” means all revenue derived from the Town’s sales tax rate as applied to retail activity within the Property, less any portion previously set aside for construction and expansion of the Windsor Community Recreation Center under *Windsor Municipal Code* Section 4-2-20 (2) and 4-2-20 (9).

“Property” means the real property described in **Exhibit A** attached hereto and incorporated herein by this reference as if set forth fully.

“Property Tax Increment Period” means the period of time during which the Town is authorized under State law to receive Project Property Tax Increment Revenues pursuant to the DDA Act. As of the date of this Agreement, the Property Tax Increment Period terminates on June 27, 2041.

“Public Capital Improvements” means those public capital improvements intended for dedication to the Town and required by Town regulations in order for the Project to receive a certificate of occupancy.

“Tax Increment Reimbursement Amount” means the total sum of One Million Three Hundred Sixty Thousand Dollars (\$1,360,000), which amount is a combination of payments by the DDA and the Town to the Company from Project Property Tax Increment Revenues and Project Sales Tax Increment Revenues.

“Town” means the Town of Windsor, Colorado.

“Town Board” means the Town Board of the Town.

SECTION 2. REPRESENTATIONS AND COVENANTS

2.1. The Town represents and covenants that:

2.1.1. The Town is a home rule municipal corporation of the State of Colorado.

2.1.2. There is no litigation or administrative proceeding pending or, to the knowledge of the Town, threatened in writing, seeking to question the authority of the Town to enter into or perform this Agreement.

2.1.3. The Town has the authority to enter into this Agreement, and the Town Board has duly and regularly authorized the Town Manager to execute and deliver this Agreement. This Agreement constitutes a valid and binding obligation of the Town, enforceable according to its terms, except to the extent limited by Articles X and XI of the Colorado Constitution, bankruptcy, insolvency and other laws of general application affecting creditors’ rights and by equitable principles, whether considered at law or in equity.

2.2. The DDA represents and covenants that:

2.2.1. The DDA is a duly organized and existing downtown development authority under the Constitution and laws of the State of Colorado, including, particularly, the DDA Act.

2.2.2. There is no litigation or administrative proceeding pending or, to the knowledge of the DDA, threatened in writing, seeking to question the authority of the DDA to enter into or perform this Agreement or the Façade Easement Agreement.

2.2.3. The DDA has the authority to enter into this Agreement, and the DDA Board has properly and regularly authorized the DDA to enter into this Agreement. This Agreement constitutes a valid and binding obligation of the DDA, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors’ rights and by equitable principles, whether considered at law or in equity.

2.3. The Company represents and covenants that:

2.3.1. The Company is a limited liability company, duly organized and validly existing under the laws of the State of Colorado, is in good standing, is not in violation of

any provisions of its organizational documents or, to its knowledge, the laws of the State of Colorado.

- 2.3.2. The Company has the power and legal right to enter into the Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action, which Agreement shall be enforceable against the Company in accordance with its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.
- 2.3.3. The consummation of the transactions contemplated by this Agreement shall not violate any provision of the governing documents of the Company or, to its knowledge, constitute a default or result in the breach of any term or provision of any contract or agreement to which the Company is a party or by which it is bound.
- 2.3.4. To its knowledge, there is no litigation, proceeding, or investigation contesting the power of authority of the Company with respect to the Project or this Agreement or any other agreements contemplated herein, and the Company is unaware of that any such litigation, proceeding, or investigation has been threatened.
- 2.3.5. The Company reasonably believes the Project as described and depicted on **Exhibit B** is a reasonably reliable representation of the Project. The Company shall develop the Property with appropriate care and diligence and cause the Project to be constructed in a manner generally consistent with **Exhibit B**.
- 2.3.6. In developing the Property, the Company shall comply with all applicable zoning and land use requirements and other applicable federal, state, county, and Town statutes, rules, regulations and ordinances. The Company agrees to comply with all Town codes, ordinances, resolutions and regulations and, with the exception of those taxes, fees and expenses waived by this Agreement, to pay all taxes, fees and expenses due to the Town under the *Windsor Municipal Code* or this Agreement, subject to any variances or modifications of standards that may be granted to the Company under the Town Code or the *Windsor Municipal Code*, and to comply with the terms and conditions of the development agreement executed between the Company and the Town in connection with the Project.
- 2.3.7. The Company shall cooperate with the Town and the DDA in taking reasonable actions to defend against any litigation brought by a third party concerning the Project or this Agreement or any other agreements contemplated herein.
- 2.3.8. The Company shall have no right to seek a reduction in the Project's property tax assessed valuation or to seek an abatement of property taxes, and the Company covenants that it will not seek such a reduction or abatement, until the Town and the DDA have fully paid the Tax Increment Reimbursement Amount required pursuant to this Agreement. In the event that the Company seeks, and successfully obtains, a reduction or abatement in the Property's property tax

assessed valuation that results in the DDA's Project Property Tax Increment Revenues being less than the Tax Increment Reimbursement Amount, the Tax Increment Reimbursement Amount shall be reduced in an amount equal to the reduction in the Project Property Tax Increment Revenues. The Company shall provide written notice to the Town and to the DDA of any requested reduction in the Property's property tax assessed valuation or abatement of the Property's property taxes. A memorandum of this covenant shall be recorded with the County Clerk and Recorder's Office.

- 2.3.9. The Company acknowledges that the Town and the DDA have not made, and do not make, any representations to the Company or its representatives as to the tax consequences of any of the payments, contributions and/or reimbursements provided for in this Agreement. Under no circumstances will the Town or the DDA pay or reimburse any income tax liability, penalty or interest assessed against the Company.

SECTION 3. DEVELOPER REIMBURSEMENT FEE

3.1 Covenant for Developer Reimbursement Fee. Following its execution of this Agreement, the Company may record a covenant under which the Developer Reimbursement Fee will be implemented, collected and retained by the Company. A copy of any recorded Developer Reimbursement Fee covenant shall be presented to the Town and the DDA within a reasonable time following recording.

SECTION 4. AGREEMENT CONTINGENCIES

This Agreement is contingent upon its execution by all parties pursuant to authorization provided in official action taken in writing by each party's governing board.

SECTION 5. CONTRIBUTIONS FOR PUBLIC CAPITAL IMPROVEMENTS, PURCHASE OF FAÇADE EASEMENTS AND PROJECT CONSTRUCTION COSTS

5.1 Initial Funding of Project by Company. Subject to payment, reimbursement and contribution from the Town and the DDA as set forth herein, the Company shall bear all expense for the design, acquisition, construction and installation of the Project, which is estimated to be approximately [dollars in text and Arabic].

5.2 Total DDA Contribution. The DDA shall contribute a total of Two Million Three Hundred Forty Thousand Dollars (\$2,340,000) to the Company ("Total Contribution") for (i) the purchase of Façade Easements pursuant to the terms of the Façade Easement Agreement ("Down Payment"); and (ii) the payment of Public Capital Improvements, in accordance with the provisions of this **Section 5.2.**

5.2.1 Conditions Precedent to Payment. Prior to payment by the DDA and/or the Town to the Company of any portion of the Total Contribution, the following conditions shall be met by the Company ("Conditions Precedent"):

(a) Construction Contract. The Company shall submit to the DDA and the Town an executed construction contract (“Construction Contract”) for the Project with a construction firm which, after seeking at least three bids therefor, is the lowest responsible bidder (“Construction Company”). The costs of specific Public Capital Improvements and the Eligible Façade Improvements to be funded pursuant to this Agreement shall be separately delineated in the Construction Contract.

(b) Building Permit Issuance. All Project work within the Property shall be authorized by a building permit issued by the Town.

(c) Façade Agreement Execution. The Company and DDA shall execute the Façade Easement Agreement.

(d) Certificate of Occupancy. A certificate of occupancy for the entire Mill shall be issued no later than December 31, 2019.

5.2.2 Company Designee. The Company may identify one or more persons to receive payments required under this Agreement (“Designee”) by notifying the Town and the DDA in writing no less than thirty (30) days before such Designee will be recognized as eligible for receipt of funds by the Town and the DDA. When notifying the Town and DDA of a Designee, the Company will provide the Designee name, address, contact information, and clear authority for the payment of funds to the Designee. Upon identification of a Designee or Designees by the Company, the Company will be deemed to have authorized the Town and the DDA to pay the Designee any sums owed to the Company by the Town or the DDA, except as may be limited or conditioned by the Company when identifying a Designee. The Company may rescind a Designee, and will do so in writing no less than thirty (30) days prior to the rescission taking effect.

5.3 Balance Remaining. In the event that there is a balance remaining after the payments contemplated in **Subsection** 5.2 above, the DDA shall return any such balance to the Town and the Town shall pay the same to the Company or its designee to be used for acquisition costs of the Property or construction costs of the Project building.

SECTION 6. PAYMENT OF TAX INCREMENT REIMBURSEMENT AMOUNT

6.1 The Town and the DDA shall reimburse the Company the Tax Increment Reimbursement Amount at such times and for such purposes as described below in this Section 6.

6.2 Project Sales Tax Increment Reimbursement. The Town shall biannually reimburse to the Company an amount equal to fifty percent (50%) of the Project Sales Tax Increment Revenues collected by the Town until the Tax Increment Reimbursement Amount is paid in full from a combination of Project Sales Tax Increment Revenues paid by the Town to the Company and Project Property Tax Increment Revenues paid by the DDA to the Company pursuant to the Façade Easement Agreement. The Town’s reimbursement shall be used solely to defray land acquisition and building construction costs of the Project. The remaining fifty percent (50%) of the Project Sales Tax Increment Revenues shall be retained by the Town.

6.2.1 Biannual Payments. The Town's biannual payments toward the Tax Increment Reimbursement Amount shall be tendered to the Company by no later than January 15 and July 15 of each calendar year following issuance of the certificate of occupancy for the Project. The January payment shall capture fifty percent (50%) of Project Sales Tax Increment Revenues received by the Town between July 1 and December 31 of the previous calendar year, and the July payment shall capture fifty percent (50%) of Project Sales Tax Increment Revenues received by the Town between January 1 and June 30 of the then-current calendar year.

6.2.2 Continuing Payments. The Town's annual payments against the balance of the Tax Increment Reimbursement Amount shall continue until it is paid in full, at which time the Town shall be under no further obligation to reimburse the Company from any Project Sales Tax Increment Revenues or Project Property Tax Increment Revenues.

6.2.3 Prepayment. With the consent of the DDA, the Town may prepay in whole or in part any of the balance remaining on the Tax Increment Reimbursement Amount at any time without penalty.

6.2.4 No Interest. The Tax Increment Reimbursement Amount shall not bear interest.

6.2.5 The Town's reimbursement obligation payable from Project Sales Tax Increment Revenues is contingent upon the Company having met the "Conditions Precedent to Payment" set forth in **Subsection** 5.2.1 of the Façade Easement Agreement.

6.3 DDA Project Property Tax Increment Reimbursement.

6.3.1 Annual Payments. Commencing in 2019 (or 2020 if the Project is not completed in 2018), the DDA's payments toward the Tax Increment Reimbursement Amount shall be tendered once annually to the Company on June 30th of each calendar year. Each such payment shall capture fifty percent (50%) of Project Property Tax Increment Revenues received to date in that calendar year by the Town on behalf of the DDA.

6.3.2 Reimbursement Termination. Subject to the limitations of the Property Tax Increment Period and the reimbursement conditions and terms set forth in the Façade Easement Agreement (including, but not limited to Subsection 5.2 of the Façade Easement Agreement entitled, "Conditions Precedent to Payment"), the annual payments described in Subsection 6.3.1 above shall continue until the first to occur of the following two events: (i) the date that the Tax Increment Reimbursement Amount, less the amount of the Down Payment, is paid in full from a combination of Project Sales Tax Increment Revenues paid by the Town to the Company and Project Property Tax Increment Revenues paid by the DDA to the Company pursuant to this Agreement and the Façade Easement Agreement, or (ii) reimbursement of all Eligible Costs of all Eligible Façade Improvements ("Property Tax Increment Reimbursement Termination Date").

6.3.3 Façade Easement Agreement Controls. The specific terms of repayment shall be controlled by the terms of the Façade Easement Agreement. In the event of a conflict

between the terms of this Agreement and the Façade Easement Agreement, the Façade Easement Agreement shall control.

6.3.4 Continuing Payments. The DDA's annual payments against the balance of the Tax Increment Reimbursement Amount shall continue until the earlier to occur of the Property Tax Increment Reimbursement Termination Date or the expiration of the Property Tax Increment Period, at which time the DDA's payment obligations shall cease and the DDA shall be under no further obligation to reimburse the Company.

6.3.5 Prepayment. With the consent of the Town, the DDA may prepay in whole or in part any of the balance remaining on the Tax Increment Reimbursement Amount at any time without penalty.

6.3.6 No Interest. The Tax Increment Reimbursement Amount shall not bear interest.

6.3.7 The DDA's reimbursement obligation payable from Project Property Tax Increment Revenues is contingent upon the Company having met the "Conditions Precedent to Payment" set forth in **Subsection** 5.2.1 of the Façade Easement Agreement.

6.4 Reimbursement Amount Maximum. In no event shall the Company receive, or be entitled to receive, more than the Tax Increment Reimbursement Amount from the combined payments of the Town and the DDA from Project Sales Tax Increment Revenues and Project Property Tax Increment Revenues.

SECTION 7. WAIVER OF CONSTRUCTION USE TAX, CAPITAL IMPROVEMENT FEES, IMPACT FEES; EXCEPTIONS

7.1 General Waiver. The Town shall waive the payment of all Construction Use Tax, impact fees, plant investment fees, building fees, electrical fees, plan review fees, administrative fees, initial raw water dedications, and storm water drainage fees which would customarily be collected by the Town in connection with initial building permit approval for the Project.

7.2 Required Payment of Development Fee. Notwithstanding the foregoing General Waiver of Town fees, the Company shall pay the Development Fees to the Town for disbursement to the Windsor-Severance Fire Rescue District in accordance with established customs.

SECTION 8. RECORDS AND AUDITS

8.1 The Town shall keep, or cause to be kept, true, accurate and complete records of all calculations relating to the collection and reimbursement of sales tax generated by taxable retail activity on the Property, and such other calculations, allocations and payments of the Tax Increment Reimbursement Amount required by this Agreement. The Town's obligation to keep records in accordance with this sub-paragraph shall terminate two years after payment in full of the Tax Increment Reimbursement Amount. The Town shall make such records available for inspection by the Authority upon ten (10) days' notice at all reasonable times, to the extent permitted by law.

8.2 The DDA shall keep, or cause to be kept, true, accurate and complete records of all calculations relating to the collection and reimbursement of *ad valorem* property tax generated by the assessed valuation of the Property, and such other calculations, allocations and payments of the Tax Increment Reimbursement Amount required by this Agreement. The DDA's obligation to keep records in accordance with this sub-paragraph shall terminate two years after payment in full of the Tax Increment Reimbursement Amount. The DDA shall make such records available for inspection by the Town upon ten (10) days' notice at all reasonable times, to the extent permitted by law.

8.3 Except in accordance with judicial order, consent of the retailer or as otherwise provided by law, neither the Town nor the DDA shall divulge or make known in any way financial information disclosed in any document, report or return filed in connection with sales tax reporting by retailers doing business on the Property. Town and DDA officials charged with the custody of such documents, reports and returns shall not disclose or produce them or evidence of anything contained in them in any action or proceeding in any court, except that a court of competent may require the production of, and may admit into evidence, so much of said documents, reports and returns, or of the facts shown thereby, as are ruled relevant to the action or proceeding.

SECTION 9. ASSIGNMENT

9.1 The Company shall not assign all or any part of this Agreement, except:

- (a) With the prior written consent of the Town Board and the Board, which consent shall not be unreasonably withheld or conditioned; or
- (b) As collateral to a lender in connection with the financing of the Project; or
- (c) To a successor by merger, consolidation or by acquisition of all or a substantial portion of the shares or assets of the Company; or
- (d) In conjunction with a voluntary or involuntary bankruptcy filing by the Company.

SECTION 10. EVENTS OF DEFAULT; REMEDIES

10.1 Default or an event of default by the Company shall mean one or more of the following events:

- (a) Determination that any representation or warranty made in this Agreement by the Company was materially inaccurate when made or shall prove to be materially inaccurate;
- (b) The assignment of, or an attempt to assign, this Agreement by the Company in violation of **Section 9** of this Agreement; or
- (c) The failure by the Company to substantially observe or perform any other material covenant, obligation or commitment required under this Agreement.

10.2 In order to exercise any remedy for default hereunder, upon the occurrence of any event of default, the Town or the DDA shall provide written notice to the Company. The Company must immediately proceed to cure or remedy such default, and in any event, such default shall be cured within thirty (30) days after receipt of the notice, or such longer time as the Town, the DDA and the Company agree in writing. Upon the failure of the Company to so cure any such default, the Town and the DDA shall have all remedies available to it, in law or in equity, excluding specific performance.

10.3 Default or an event of default by the Town shall mean one or more of the following events:

(a) A determination that any representation or warranty made in this Agreement by the Town was materially inaccurate when made or shall prove to be materially inaccurate; or

(b) The failure by the Town to perform any nonmonetary, material covenant, obligation or agreement required of it under this Agreement.

10.4 In order to exercise any remedy for default hereunder, upon the occurrence of any event of default, the Company shall provide written notice to the Town. The Town must immediately proceed to cure or remedy such default, and in any event, such default shall be cured within thirty (30) days after receipt of the notice, or such longer time as the Town and the Company agree in writing. Upon the failure of the Town to so cure any such default, the Company shall have resort to specific performance as its sole and exclusive remedy.

10.5 Default or an event of default by the DDA shall mean one or more of the following events:

(a) A determination that any representation or warranty made in this Agreement by the DDA was materially inaccurate when made or shall prove to be materially inaccurate; or

(b) The failure by the DDA to perform any nonmonetary, material covenant, obligation or agreement required of it under this Agreement.

10.6 In order to exercise any remedy for default hereunder, upon the occurrence of any event of default, the Company shall provide written notice to the DDA. The DDA must immediately proceed to cure or remedy such default, and in any event, such default shall be cured within thirty (30) days after receipt of the notice, or such longer time as the DDA and the Company agree in writing. Upon the failure of the DDA to so cure any such default, the Company shall have resort to specific performance as its sole and exclusive remedy.

10.7 Notwithstanding the foregoing or any provision to the contrary contained herein, any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; strikes; labor disputes; terrorism; regulation or order of civil or military authorities; or other causes, similar or dissimilar, which are beyond the control of such party.

SECTION 11. NOTICES

11.1 All notices required or permitted hereunder shall be in writing and shall be effective upon mailing, deposited in the United States Mail, postage prepaid, and addressed to the intended recipient as follows. Any party can change its address by written notice to the other given in accordance with this Section. Any party can change the method by which it can receive notice hereunder by written notice to the other parties hereunder.

Town of Windsor: Town of Windsor
Attention: Town Manager
301 Walnut Street
Windsor, CO 80550

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

DDA: Windsor Downtown Development Authority
Attention: Executive Director
301 Walnut Street
Windsor, CO 80550

With a copy to: Windsor Downtown Development Authority
Attention: Chairman
301 Walnut Street
Windsor, CO 80550

With a copy to: Liley Law Offices, LLC
Attention: Lucia A. Liley
419 Canyon Avenue, Suite 220
Fort Collins, CO 80521

Company: Old Windsor Mill, LLC
Attention: Steve Schroyer
401 West Mountain Avenue, Suite 200
Fort Collins, Colorado 80521

With a copy to: [Placeholder]

SECTION 12. MISCELLANEOUS

12.1 321 Main Street. Redevelopment of 321 Main Street is not included in the Project, nor is it contemplated herein. The Authority and the Town agree to consider, in good faith, any future proposals in connection with development of 321 Main Street, including economic development inducements and incentives in accordance with the then-existing regulations and policies of the

Town and the DDA for such inducements and incentives. Such consideration may include, but is not necessarily limited to, purchase of façade easements, waivers or reimbursements of Town fees, tax increment financing and the other measures customarily made available for economic development in the Town of Windsor.

12.2 Legal Availability of Funds. The Town's and the DDA's obligations herein shall be subject to the Constitution and laws of the State of Colorado and the Charter, including but not limited to, applicable prohibitions on multiple fiscal year obligations and the condition that all Town and DDA obligations are contingent upon the appropriation of funds by the Town Board and the DDA Board. The Town's and the DDA's obligations under this Agreement shall be deemed from year to year only and do not constitute mandatory payment obligations in any future fiscal year. This Agreement does not directly or indirectly obligate the Town or the DDA to make any payment beyond those for which funds have been appropriated as of the date of this Agreement. The Town Manager shall make a good faith effort to include in the budget recommendations and appropriation resolutions proposed to the Town Board, in each year prior to expiration of this Agreement, amounts sufficient to meet the Town's and the DDA's commitments hereunder, subject to the conditions and contingencies set forth herein. Notwithstanding the foregoing, the parties expressly acknowledge that the decision as to whether to appropriate such amounts is in the discretion of the Town Board and the DDA Board.

12.3 Binding Effect. This Agreement inures to the benefit of and is binding upon the Town, the DDA and the Company and the Company's assignees which are permitted pursuant to Section 8 of this Agreement.

12.4 No Third Party Beneficiaries. The Town and the DDA are not obligated or liable under the terms of this Agreement to any person or entity not a party hereto except any assignee permitted pursuant to Section 8 of this Agreement. Further, the Town and the DDA are not bound by any contracts or conditions that the Company may negotiate with third parties related to the Project.

12.5 Interpretation, Jurisdiction and Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado govern the validity, construction, enforcement and interpretation of this Agreement. Exclusive jurisdiction and venue for resolution of any dispute arising hereunder shall be in the Weld County, Colorado District Court.

12.6 Amendment. This Agreement may be amended only by a written instrument signed by the parties to this Agreement.

12.7 Additional Documents or Action. The parties to this Agreement agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement or is reasonably requested by another party to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof. If all or any portion of this Agreement are asserted or determined to be invalid, illegal or are otherwise precluded, the parties to this Agreement, within the scope of their powers and duties, shall cooperate in the joint defense of such documents and, if such defense is unsuccessful, such parties will use reasonable, diligent good faith efforts to amend, reform or replace such precluded

items to assure, to the extent legally permissible, that each party substantially receives the benefits that it would have received under this Agreement.

12.8 Good Faith of Parties. In the performance of this Agreement or in considering any requested approval, consent, acceptance, or extension of time, the parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

12.9 Waiver of Breach. Any waiver of any requirement or obligation hereunder must be in writing to be effective. Any waiver by any party to this Agreement of any term or provision of this Agreement shall be narrowly construed, and shall not operate or be construed as a subsequent or continuing waiver of said term or provision.

12.10 Article and Section Captions. The captions of the articles and sections of this Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

12.11 Town, DDA and Company Not Partners. Notwithstanding any language in this Agreement, neither the Town nor the DDA is a member, partner, or joint venturer of the Company, and neither the Town nor the DDA shall be responsible for any debt or liability of the Company or its contractors or agents. The Company is not responsible for any debt or liability of the Town, the DDA, or their respective contractors or agents.

12.12 Severability. If any portion or portions of this Agreement are determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect as if such illegal or unenforceable portion or portions did not exist. If all or any portion of the payments required by the terms of this Agreement are determined, by a court of competent jurisdiction in a final non-appealable judgment, to be contrary to public policy or otherwise precluded, and if the decision of such court clearly indicates how the payments may be made differently and in a manner that is legal, valid and enforceable, then the Parties shall utilize their reasonable, best, good faith efforts to promptly restructure and/or amend this Agreement in accordance with such court decision, or to enter into a new agreement, to assure, to the extent legally permissible, that all payments are made to the Company as contemplated by this Agreement.

12.13 Originals, Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which shall be deemed original but all of which constitute one and the same Agreement.

12.14 Joint Draft. The parties agree they drafted this Agreement jointly with each having the advice of legal counsel and an equal opportunity to contribute to its content.

12.15 Termination of Original Agreement. Upon its execution, this Agreement shall expressly terminate the Original Agreement in its entirety and thereupon the Original Agreement shall be void and have no force or effect.

IN WITNESS WHEREOF, the Town, the DDA and the Company have executed this Agreement as of the date first above written.

TOWN OF WINDSOR,
a home rule municipal corporation

By: _____
Kristie Melendez, Mayor

Attest:

[Town Clerk Name], Town Clerk

Approved as to form:

Ian D. McCargar, Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing Agreement was executed before me this _____ day of _____, 2018, by Kristie Melendez, as Mayor, by [Town Clerk or Notary name], as Town Clerk, of the Town of Windsor, a Colorado home rule municipal corporation.

WITNESS my hand and official seal.

My commission expires:

Notary Public

WINDSOR DOWNTOWN DEVELOPMENT
AUTHORITY, a body corporate and politic

By: _____
Dan **Stauss**, Chair

Attest:

Craig Peterson, Secretary

[Seal]

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing Agreement was executed before me this _____ day of _____, 2018, by **Dan Stauss**, as Chair, and by Craig Peterson, as Secretary, of THE WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY.

WITNESS my hand and official seal.

My commission expires:

Notary Public

OLD WINDSOR MILL, LLC,
A Colorado limited liability company

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing Agreement was executed before me this _____ day of _____, 2018, by _____ as _____, in his/her capacity as [title] of OLD WINDSOR MILL, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires:

Notary Public

List of Exhibits

- | | |
|-----------|---|
| Exhibit A | Legal Description of the Property |
| Exhibit B | Conceptual Development Proposal for the Project |
| Exhibit C | Cost Analysis |

DRAFT

Exhibit A

Legal Description of the Property

Parcel I:

Lots 2, 4, 6, 8, 10, 12, 14 and 16, Block 11, Town of Windsor, County of Weld, State of Colorado.

Parcel II:

A part of the Burlington and Northern Railroad Company's Greeley Branch Former Right of way lying in Section 21, Township 6 North, Range 67 West of the 6th P.M. , County of Weld, State of Colorado, being more particularly described as follows: Beginning at the intersection of the North line of Block 11, Town of Windsor with the Southerly line of said railroad right of way; thence South 88 degrees 30 minutes 20 seconds East along said North line of Block 11 produced Easterly a distance of 126.76 feet to the intersection of the East line of said Block 11 produced Northerly; thence South 01 degrees 27 minutes 27 seconds West along said East line of Block 11 produced Northerly, a distance of 40.00 feet to the Northeast corner of said Block 11 and said Southerly railroad right of way line; thence along said Southerly railroad right of way line, the following 2 courses: 1. North 71 degrees 00 minutes 09 seconds West a distance of 114.62 feet to a point of curvature; 2. Along said curve to the right having a radius of 11, 609.16 feet, a central angle of 00 degrees 05 minutes 25 seconds and an arc length of 18.32 feet to the point of beginning, County of Weld, State of Colorado. Said parcel also known as Lot 20, Burlington Subdivision, Town of Windsor, County of Weld, State of Colorado.

Exhibit B

Conceptual Development Proposal for the Project

DRAFT

Exhibit C

Cost Analysis

DRAFT

TOWN OF WINDSOR

RESOLUTION NO. 2018-45

A RESOLUTION APPROVING THE FORM OF AN AMENDED AND RESTATED AGREEMENT FOR ECONOMIC INCENTIVES AND INDUCEMENTS BY, BETWEEN AND AMONG THE TOWN OF WINDSOR, THE WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY AND OLD WINDSOR MILL, LLC, WITH RESPECT TO REDEVELOPMENT OF THE WINDSOR MILL AND ELEVATOR PROPERTY

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

WHEREAS, the Windsor Downtown Development Authority (“DDA”) is duly-organized under the laws of the State of Colorado, including, particularly, Title 31, Article 25, Part 8, Colorado Revised Statutes, as amended; and

WHEREAS, Old Windsor Mill, LLC (“Owner”), is the owner of the property located at the southeast corner of 3rd Street and Main Street (“Property”), which contains the Windsor Mill and Elevator structure built in 1899 and used as a flour and feed mill until 1990 (“Mill”); and;

WHEREAS, the Mill stands as a landmark structure in the downtown and shapes a lasting impression of Windsor to both residents and visitors; and

WHEREAS, the Property is located in the DDA District; and

WHEREAS, in December, 2016, the Town, DDA and Owner entered into that certain Agreement for Economic Incentives and Inducements, under which the parties made various commitments for the redevelopment of the Property and the Mill; and

WHEREAS, in the early-morning hours on August 6, 2017, a massive fire (the “2017 Fire”) resulted in a total loss to the Mill improvements that had been undertaken pursuant to the Original Agreement; and

WHEREAS, the Owner desires to redevelop the Property with certain changes necessitated by the 2017 Fire, and to enter into a new agreement with the Town and the DDA based on substantially the same economic incentives and inducements; and

WHEREAS, the Company has presented a modified conceptual development proposal for redevelopment of the Property generally consisting of a brewpub, cocktail bar and dining facility open to the public, and office space available for rental occupancy (“Project”); and

WHEREAS, the Project is a valuable undertaking that furthers the objectives set forth in the Town's 2016 Comprehensive Plan, including the restoration of the Mill, increased tax revenue, and overall improvements to the Town's Main Street in the downtown area; and

WHEREAS, the redevelopment of the Property is a top priority of the DDA's Strategic Plan, which has been adopted by the DDA Board; and

WHEREAS, providing economic inducements and incentives is an appropriate exercise of municipal governmental authority under Title 31, Article 15 of the Colorado Revised Statutes; and

WHEREAS, according to the Town's independent fiscal analysis, the Project will bring increased retail sales tax and *ad valorem* property tax revenue to the Town and the DDA and enabling the expansion of the DDA's programs and initiatives to create a prosperous downtown; and

WHEREAS, the cost premium for rehabilitating the remaining existing historic structure (as opposed to new construction), together with new construction costs not recoverable through the Company's insurance policies, inherently creates a lease premium that results in lease rates nearly double that of existing downtown rates, demonstrating the funding gap to be bridged to bring restoration of the Mill to fruition; and

WHEREAS, the Town and the DDA consider the Project to be a catalyst project which will create increased interest and investment in surrounding properties in the downtown; and

WHEREAS, the Town Attorney and DDA General Counsel have prepared the attached draft *Amended and Restated Agreement for Economic Incentives and Inducements* ("Agreement"), which has been reviewed by the DDA Board of Directors and the Town Board; and

WHEREAS, the Company has requested that the Town and the DDA enter into the Agreement in reliance on the conceptual plans for the Project; and

WHEREAS, the Town Board and the DDA Board of Directors have determined that it is in the best interests of the Town and the DDA to present the Agreement to the Owner and, if accepted by the Owner, execute a final agreement consistent with the Agreement; and

WHEREAS, the Town Board has further determined that entering into this Agreement with the Company will serve the important public purposes of restoring and reconstructing the Mill, maintaining and increasing employment in the Town, stabilizing and improving the long-term tax base of the Town, and providing additional economic health benefits to the Town; and

WHEREAS, the Town Board wishes to direct the Town Attorney to present the attached Agreement as an offer which, if accepted will commit the parties as set forth therein.

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

1. The attached draft *Amended and Restated Agreement for Economic Incentives and Inducements* is hereby approved for presentation to the DDA and Owner as a formal offer which, if accepted, will commit the parties as set forth therein.
2. The Mayor is authorized to execute the attached draft Agreement as an offer to the DDA and the Owner.
3. The Town Attorney is hereby authorized to make such minor modifications to the draft Agreement as will promote the Town's interests in redevelopment of the Property as generally set forth herein.
4. The final agreement shall be presented for formal approval and execution upon approval of its final form by all other parties thereto.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 23rd day of April, 2018.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Amanda Mehlenbacher, Deputy Town Clerk



MONTHLY FINANCE REPORT

Volume 7, Issue 3
March 2018

OVERVIEW

- The base 3.2% collections and the .75% expansion collections were both below the target for the monthly budget requirement for March.
- Through March 2018 Construction Use Tax collections totaled \$778,762 or 21.6% of the annual budget.
- 29 business licenses were issued in March, of which 18 were sales tax vendors. 10 retail licenses closed in March.

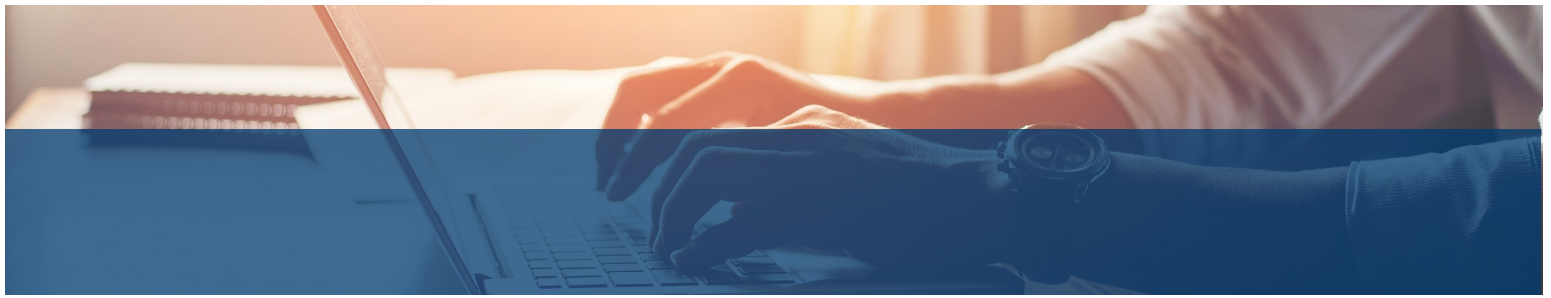


INSIDE THIS ISSUE

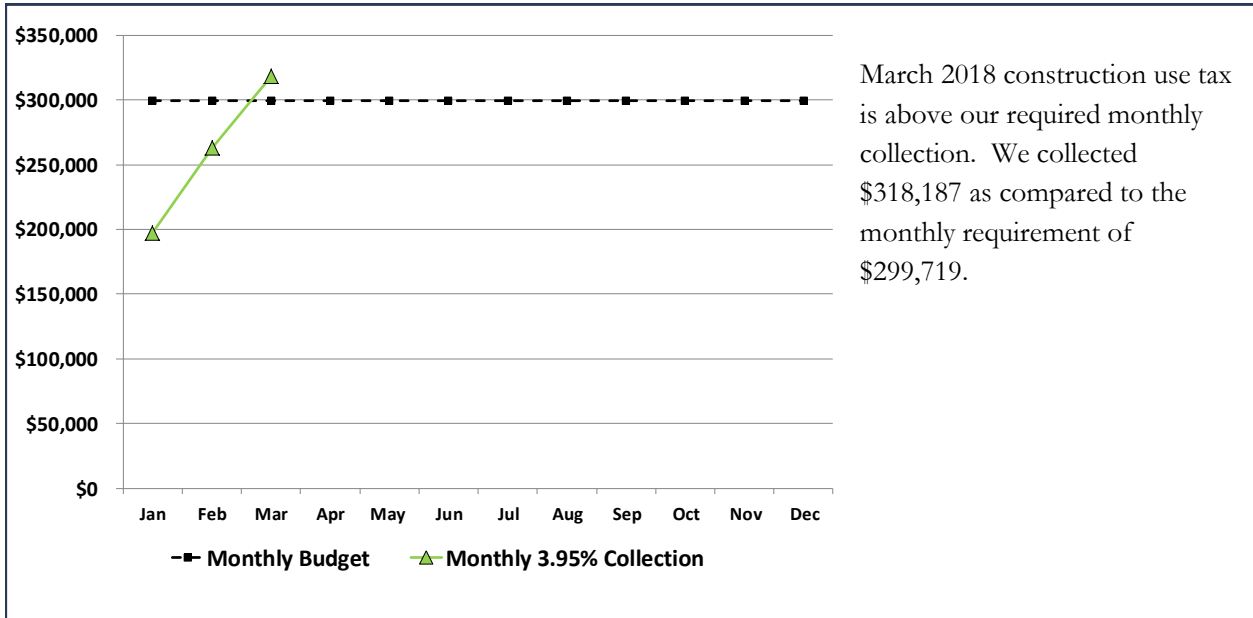
SALES, USE AND PROPERTY TAX	2
YEAR-TO-DATE SALES TAX	4
ALL FUND EXPENDITURES	5
GENERAL FUND EXPENDITURES	6
CAPITAL PROJECT STATUS	7

MAIN PARK FINAL DESIGN

The final design for Main Park came as a result of several community meetings. Budget for the destination park is \$400,000 and is scheduled to begin after July 4th and completed by mid-August.



BUILDING PERMITS AND CONSTRUCTION USE TAX

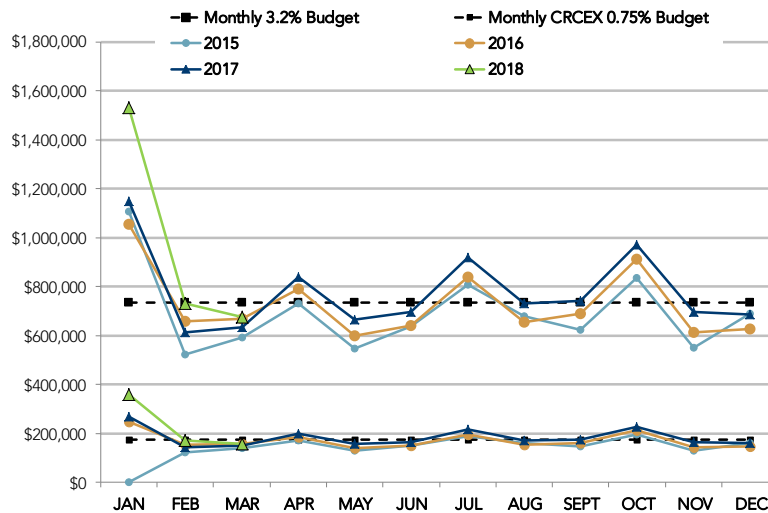


SALES, USE AND PROPERTY TAX UPDATE

Benchmark = 25%	Sales Tax	Construction Use Tax	Property Tax	Combined
Budget 2018	\$8,811,525	\$2,927,304	\$5,977,104	\$17,715,933
Actual 2018	\$2,936,223	\$630,189	\$2,277,990	\$5,844,402
% of Budget	33.32%	21.53%	38.11%	32.99%
Actual Through March 2017	\$2,395,533	\$749,841	\$1,894,133	\$5,039,507
Change From Prior Year	22.57%	-15.96%	20.27%	15.97%
CRC Expansion Budget 2018	\$2,088,731	\$669,300		\$2,758,031
CRC Expansion Actual 2018	\$688,744	\$148,573		\$837,317
CRC Expansion % of Budget	32.97%	22.20%		30.36%

Ideally at the end of the third month of the year you want to see 25% collection rate on your annual budget number. We have exceeded that benchmark in sales tax but are behind in use tax collections. Property tax collections are catching up and should be at almost 100% by July.

Sales Tax Collections in Dollars



Total sales tax collections for the month of March were 6.54% or \$51,155 higher than March 2017.

The monthly 3.2% collection benchmark is \$734,294. Collections for March 2018 came in at \$674,678.

CRC Expansion sales tax collection for March 2018 was \$171,357. The benchmark monthly collection to meet the budgeted projections is \$174,061.

MONTH HIGHLIGHTS

March is generally one of our lowest collection months. The collections for March were similar to March of 2017, meaning that both were new highs for the month but were slightly under our monthly benchmark..

We did however receive an outlier payment in January and this one sale put our industry sector well above March year-to-date compared to 2017. With the exception of Utilities/Telecom, all of our other sectors were ahead of March 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. March collections were at 92% of this mark at \$674,678.

.75% COLLECTIONS

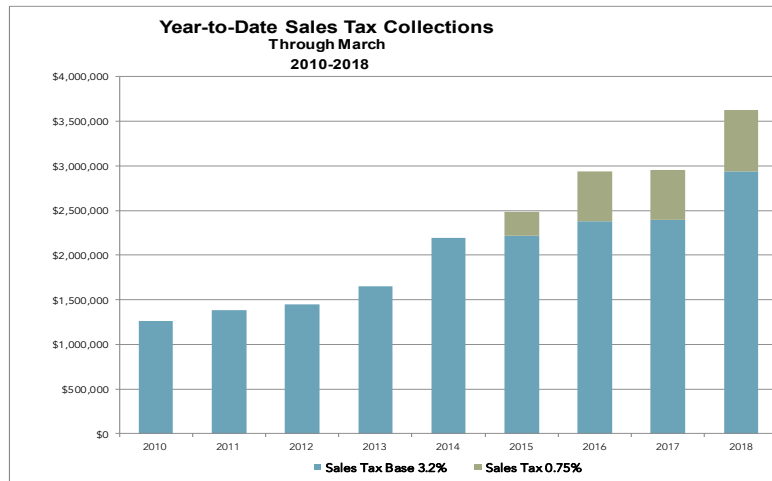
Our monthly budget requirement is \$174,061. We collected \$171,357 in March.

3.95% TOTAL

For 2018 we budgeted \$10.9M in total for the combined 3.95% sales tax rate. Through March we have collected \$3.6M. If we maintain this first quarter pace through the year we will come in at collections of \$11.7M.

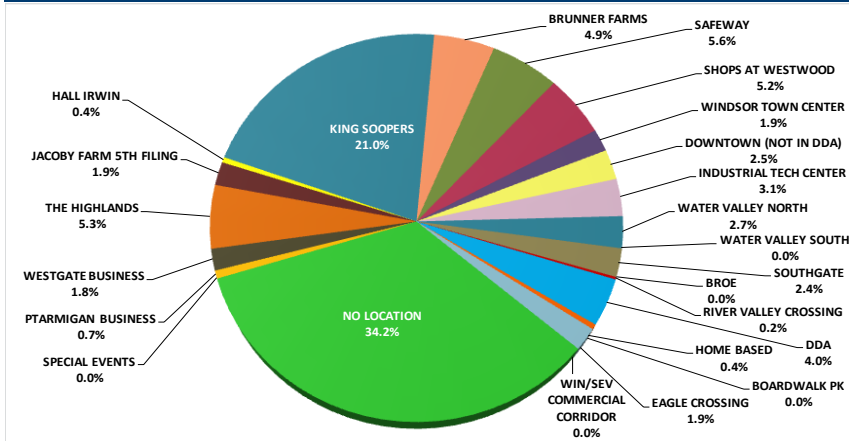


YEAR-TO-DATE SALES TAX COLLECTIONS



March year-to-date collections are up over 2017 collections by 22.50% or \$667,520.

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 9% 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 Road. Brunner Farm covers the north side of Main Street from 11th to 15th.

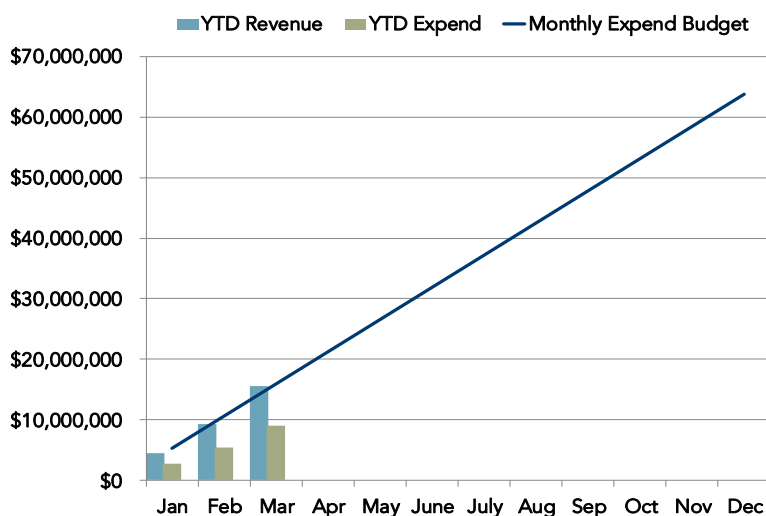


GENERAL FUND EXPENDITURES

General Fund operating expenditures are slightly below the 25% budget benchmark through March.

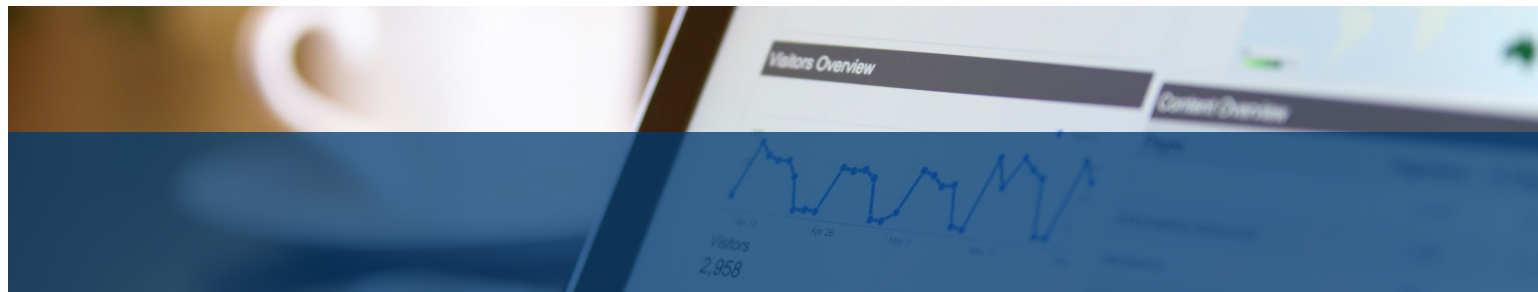
	Department	Current Month	YTD Actual	2018 Budget	% of Budget
410	Town Clerk/Customer Service	\$51,608	\$156,890	\$734,755	21.4%
411	Mayor & Board	\$68,921	\$202,914	\$653,131	31.1%
412	Municipal Court	\$207	\$1,043	\$20,848	5.0%
413	Town Manager	\$12,315	\$183,890	\$375,472	49.0%
415	Finance	\$79,376	\$206,931	\$816,538	25.3%
416	Human Resources	\$48,827	\$143,112	\$608,590	23.5%
417	Communications	\$21,223	\$60,958	\$298,874	20.4%
418	Legal Services	\$55,275	\$114,361	\$454,750	25.1%
419	Planning	\$62,661	\$167,368	\$722,623	23.2%
420	Economic Development	\$39,369	\$100,168	\$351,593	28.5%
421	Police	\$333,390	\$1,148,673	\$4,510,605	25.5%
428	Recycling	\$3,845	\$8,524	\$85,111	10.0%
429	Streets	\$146,255	\$375,974	\$1,596,592	23.5%
430	Public Services	\$38,878	\$102,174	\$390,203	26.2%
431	Engineering	\$68,628	\$225,427	\$909,223	24.8%
432	Cemetery	\$7,398	\$28,210	\$157,242	17.9%
433	Community Events	\$19,854	\$32,454	\$147,990	21.9%
450	Forestry	\$21,069	\$86,159	\$410,133	21.0%
451	Recreation Programs	\$130,987	\$357,372	\$1,833,152	19.5%
452	Pool/Aquatics	\$15,417	\$36,978	\$345,782	10.7%
453	Open Space/Trails	\$178	\$2,727	\$131,751	2.1%
454	Parks	\$89,471	\$282,277	\$1,474,282	19.1%
455	Safety/Loss Control	\$775	\$775	\$8,950	8.7%
456	Art & Heritage	\$25,023	\$79,754	\$377,517	21.1%
457	Town Hall	\$23,897	\$78,253	\$460,826	17.0%
	Total General Fund Operations	\$1,364,847	\$4,183,366	\$17,876,535	23.4%

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 March we collected \$6,536,095 in total revenue.



ALL FUNDS EXPENSE CHART

Benchmark = 25%

<u>General Government</u>	<u>Current Month</u>	<u>YTD Actual</u>	<u>2018 Budget</u>	<u>% of Budget</u>
General Fund	\$1,364,847	\$4,183,366	\$17,876,535	23%
Special Revenue (PIF, CTF, CRC)	\$77,073	\$298,066	\$6,891,057	4%
Community Rec. Center Expansion	\$172,481	\$390,363	\$2,868,243	14%
Internal Service	\$324,800	\$905,618	\$3,433,952	26%
Other Entities (WBA, Ec Dev Inc)	\$12,090	\$36,275	\$290,165	13%
Sub Total Gen Govt Operations	\$1,951,291	\$5,813,688	\$31,359,952	19%
<u>Enterprise Funds</u>				
Water-Operations	\$410,516	\$1,119,202	\$4,962,937	23%
Sewer-Operations	\$122,549	\$446,219	\$2,280,482	20%
Drainage-Operations	\$31,314	\$116,741	\$601,944	19%
Sub Total Enterprise Operations	\$564,379	\$1,682,162	\$7,845,363	21%
Operations Total	\$2,515,670	\$7,495,850	\$39,205,315	19%

plus transfers to CIF and Non-Potable for loan

Operations expenditures are at 19% 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	\$213,728	\$500,570	\$11,860,615	4%
<u>Enterprise Fund Capital</u>				
Water	\$919,340	\$933,088	\$8,538,262	11%
Sewer	\$39,196	\$46,210	\$3,827,625	1%
Drainage	\$0	\$0	\$393,500	0%
Sub Total Enterprise Capital	\$958,536	\$979,298	\$12,759,387	8%
Capital Total	\$1,172,264	\$1,479,868	\$24,620,002	6%
Total Budget	\$3,687,934	\$8,975,718	\$63,825,317	14%

Through March, operating and capital expenditure combined to equal 14% of the 2018 Budget.

ALL FUNDS EXPENDITURES

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

MARCH 2018

MAJOR CAPITAL PROJECT STATUS CHART *as of December 31, 2017*

WINDSOR
COLORADO
as of APRIL 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	300 Block Main St parking & bulbouts	227,100	\$0	Eng DW	2018	July		0%	Sept	
4	SH 257 Roundabout	750,000	\$0	Eng DW	2017-2018	May 1		0%	Jul 1	
5	SH 392/LCR 5 intersection study	50,000	\$0	Eng DW	2018	May	Apr	100%	Aug	1-Apr
6	Water Line Interconnect with FCLWD	11,000	\$0	Eng DW	2018	Aug		10%	Oct 15	
7	Sewer Interceptor to Hwy 257 & Harmony Rd	3,000,000	\$33,164	Eng DW	2018-2021	Oct 15		10%	2019	
8	Cemetery drive way & parking lots	345,000	\$0	Eng CT	2018	May 1		20%	Jul 1	
9	Boardwalk parking lot slurry/stripe	31,000	\$0	Eng CT	2018	Jun 1		0%	Sep 1	
10	Eastman Park parking lot slurry/stripe	35,000	\$0	Eng CT	2018	Jun 1		0%	Sep 1	
11	Street Maintenance (overlay)	1,854,000	\$0	Eng CT	2018	Mar 15	Mar 1	45%	Nov 1	
12	Street Maintenance (crack seal, chip seal)	721,000	\$81,848	Eng CT	2018	Feb 1	Feb 15	25%	Sep 1	
13	RR xing Improvements WCR 17	60,000	\$0	Eng CT	2018	May 1		0%	Aug 15	
14	Main St sidewalk E of Chimney Pk Dr	45,000	\$0	Eng CT	2018	Jul 1		5%	Sep 1	
15	Water Line Replacements	910,000	\$0	Eng CT	2018	Apr 16		60%	Jul 5	
16	Cemetery Storm Line Extension	40,000	\$0	Eng CT	2017-2018	Mar 15		92%	May 15	
17	Crossroads Blvd. Extension Design joint w/grant	450,000	\$0	Eng OH	2018	Feb		5%	Dec 1	
18	County Line Road Mitigation	450,000	\$217,649	Eng OH	2016-2018	Nov/17	Nov '17	99%	May 1	
19	Crossroads Blvd. Swale Improvement	115,000	\$0	Eng OH	2018	May 1		10%	Jun 15	
20	Diamond Valley East Access Improvements	40,000	\$0	Eng OH	2018	Oct 1		0%	Nov 15	
21	Water Transmission Line to N Weld Co	2,863,000	\$952	Eng OH	2017-2018	Mar 15	Jun '17	35%	Dec 31	
22	Harmony-WCR 74 Corridor Joint Study	35,000	\$0	Eng DR	2018	Mar	Mar	5%	Oct	
23	Windsor Lake - West shoreline rip-rap	85,000	\$0	Eng DR	2018	Nov 1		5%	Dec 1	
24	Chestnut St. to Eastman Pk Dr Drainage Imp. Design	227,000	\$0	Eng DR	2018-2021	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		25%	Aug 15	
28	Village East Park Development	866,000	\$0	Pks/TF	2018	Jun 1		20%	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	\$1,148	Pks/WW	2017-2018	Jun 1		5%	Aug 1	
31	Windsor Tr #2 Ditch Tr -15th St to River Bluffs OS	50,000	\$0	Pks/WW	2018-2019	May 1		2%	2019	
32	7th Street & Crossroads landscaping	85,000	\$0	Pks/KK	2018	May 1		10%	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		1%	Jul 15	
35	Purchase Creamery for Mother statue	77,000	\$2,998	Pks/LB	2018	Jan	Jan	30%	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	\$12,110	DM P Wks	2017-2018	Apr/17	Apr '17	10%	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	\$72,596	P Wks	2018	TBD	1-Mar	80%	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





April 3, 2018

To the Honorable Mayor and Town Board of Directors
Town of Windsor, Colorado
301 Walnut Street
Windsor, CO 80550

Professional standards require us to communicate with you regarding matters related to the financial statement audit that are, in our professional judgment, significant and relevant to your responsibilities in overseeing the financial reporting process. This document provides an overview of our plan for the audit of the financial statements of The Town of Windsor (the "Town") as of and for the year ended December 31, 2017, including a summary of the nature, scope, and timing of the planned audit work.

Responsibilities

Anton Collins Mitchell LLP ("ACM"), as your auditor, is responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in conformity with accounting principles generally accepted in the United States of America. The audit of the financial statements does not relieve you of your responsibilities and does not relieve management of their responsibilities. The engagement letter, a copy of which has been provided to you, includes specific details regarding the auditor's and management's responsibilities.

Overall Audit Strategy and Planned Scope

Overall, our audit strategy is to assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design further audit procedures responsive to assessed risks. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. In connection with our audit, we will obtain a sufficient understanding of the Town's internal control to plan the audit of the financial statements. However, such understanding is required for the purposes of determining our audit procedures and not to provide any assurance concerning such internal control.



We focus on areas with higher risk of material misstatement (whether due to error or fraud). Our audit strategy includes consideration of:

- a) prior year audit results together with current year preliminary analytical review, including discussions with management and those charged with governance regarding the Town's operations,
- b) inherent risk within the Town,
- c) recent developments within the industry, regulatory environment and general economic conditions,
- d) recently issued and effective accounting and financial reporting guidance,
- e) the Town's significant accounting policies and procedures, including those requiring significant management judgments and estimates and those related to significant unusual transactions,
- f) the control environment and the possibility that the control system and procedures may fail to prevent or detect a material error or fraud,
- g) information about systems and the computer environment in which the related systems operate, and
- h) a continual assessment of materiality thresholds based upon qualitative and quantitative factors affecting the Town.

Based upon our initial assessment, our primary areas of focus will include the following:

- Fraud Risk
- Internal Control Over Financial Reporting
- Cash and Investments
- Federal and State Grants
- Long-term Obligations, including Debt Advance Refunding and Repayment
- Property Taxes, Income Taxes and State-Shared Revenue
- Pension and Other Postemployment benefits
- Evaluation of Related Party Relationships and Transactions

Overall Audit Timeline

Planning occurred in January and February 2018 and year-end fieldwork will occur the weeks of March 26 and April 2, 2018 with release of the opinion and financial statements expected to occur by June, 2018.



Independence Communication

Our engagement letter to you dated December 20, 2017 describes our responsibilities in accordance with professional standards and certain regulatory authorities with regard to independence and the performance of our services. This letter also stipulates the responsibilities of the Town with respect to independence as agreed to by the Town. Please refer to that letter for further information.

Significant Accounting and Reporting Matters

See attached summary of current matters that are relevant to the Town.

Client Service Team

As a matter of policy, we attempt to provide continuity of service to our clients to the greatest extent possible. Where engagement team rotation is necessary, we will discuss this matter with you and determine the appropriate individual's to be assigned to the engagement based on particular experience, expertise, and engagement needs.

The following is the contact information for the engagement team responsible:

Randy Watkins - Engagement Partner
Rwatkins@acmlp.com

Tyra Litzau - Engagement Director
TLitzau@acmlp.com

Krista Shockley - Engagement Manager
KShockley@acmlp.com

Aaron Hoyt - Engagement Senior
Ahoyt@acmlp.com

We are pleased to be of service to the Town and look forward to answering questions you may have regarding our audit plan as well as other matters that may be of interest to you.

Respectfully,

Anton Collins Mitchell LLP

GASB Standards Effective in 2017

GASB STATEMENT NO. 74, ACCOUNTING AND FINANCIAL REPORTING FOR POSTEMPLOYMENT BENEFIT PLANS (OPEB) OTHER THAN PENSION PLANS

- Provides reporting requirements for OPEB plans and applies to both defined benefit and defined contribution plans administered through trusts that meet certain criteria:
 1. Contributions are irrevocable,
 2. Plan assets are dedicated to providing benefits according to the plan terms,
 3. Plan assets are legally protected from creditors.
- Guidance is also provided for plans not held in trust.
- The requirements follow GASB 67, requiring the statement of net position and statement of changes in fiduciary net position as well as the same RSI schedules.
- The pronouncement will be effective starting with years ending June 30, 2017.

GASB STATEMENT NO. 80, BLENDING REQUIREMENTS FOR CERTAIN COMPONENT UNITS, AN AMENDMENT OF GASB 14

- Specifies that a component unit incorporated as a nonprofit when the primary government is the sole member would be reported by the primary government as a blended component unit.
- The pronouncement will be effective starting with years ending June 30, 2017.

GASB STATEMENT NO. 82, PENSION ISSUES

- Addresses three issues that arose during implementation of GASB 67 and 68.
 1. The first relates to the definition of covered payroll included in Required Supplementary Information. Covered payroll is compensation paid to employees on which contributions are based.
 2. The pronouncement also clarifies that a *deviation* from actuarial standards is not considered to be in conformity with the requirements of GASB 67 or 68 for selection of assumptions in determining the total pension liability.
 3. The last issue relates to employer-paid member contributions, commonly referred to as employer “pick-up”. When an employer pays contributions on behalf of members they should be classified as member contributions for GASB 67 plan statements and as employee contributions for GASB 68 reporting and included in salary expense.
- The pronouncement will be effective starting with years ending June 30, 2017.

GASB STATEMENT NO. 81, IRREVOCABLE SPLIT-INTEREST AGREEMENTS

- Will require governments to recognize assets, liabilities and deferred inflows at fair value when the government is a beneficiary of an irrevocable split-interest agreement.
- Examples include charitable lead trusts, charitable remainder trusts and life-interest in real estate.
- The pronouncement will be effective starting with years ending December 31, 2017.

GASB Standards Effective in 2018 -2020

GASB STATEMENT NO. 75, ACCOUNTING AND FINANCIAL REPORTING FOR POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS

- Establishes measurement criteria for the Other Postemployment Benefits (OPEB) liability of state and local governments and mirrors the requirements of GASB 68.
- For plans administered through trust governments must recognize the net OPEB liability.
- For plans not administered through trust the government must recognize the total OPEB liability.
- The pronouncement will be effective starting with years ending June 30, 2018.

GASB STATEMENT NO. 83, CERTAIN ASSET RETIREMENT OBLIGATIONS

- Establishes measurement criteria for recording a liability for the retirement or removal of certain assets such as:
 - ✓ Nuclear power plants
 - ✓ Sewage treatment facilities
 - ✓ Coal-fired power plant
 - ✓ Wind turbines
 - ✓ X-ray machines
- Governments with legal obligations to perform future asset retirement activities related to its tangible capital assets would be required to recognize a liability.
- A liability and corresponding deferred outflow is recorded when the liability is both incurred and reasonable estimable.
- The liability is based on best estimate of current value of outlays expected to be incurred.
- Must be both an external obligating event, such as a court judgment or federal, state or local law; and an internal obligating event, such as contamination or retirement.
- The pronouncement will be effective starting with years ending June 30, 2019.

GASB STATEMENT NO. 84, FIDUCIARY ACTIVITIES

- Establishes criteria for reporting fiduciary activities that focuses on whether the government controls the assets and the fiduciary relationship with the beneficiaries.
- The statement describes four fiduciary funds:
 1. Pension and OPEB funds
 2. Investment trust funds
 3. Private-purpose trust funds
 4. Custodial funds
- Custodial funds replace agency funds for activities that are not held in trust.
- For activities for which a trust agreement exists, an investment trust fund or private purpose trust fund will be used.
- Pension funds not held in trust would be classified as custodial funds.
- The pronouncement will be effective starting with years ending December 31, 2019.

GASB Standards Effective in 2018 -2020

GASB STATEMENT NO. 85, *OMNIBUS 2017*

- Addresses several practice issues that have been identified during implementation of certain GASB Statements:
 1. Blending a component unit when the primary government is a business-type activity that reports in a single column.
 2. Reporting amounts previously reported as goodwill and negative goodwill.
 3. Classifying real estate held by insurance entities.
 4. Measuring certain money market instruments at amortized cost.
 5. Timing of the measurement of pension or OPEB liabilities and expenditures in governmental fund financial statements.
 6. Recognizing on-behalf payments for pensions or OPEB in employer financial statements.
 7. Presenting payroll-related measures in RSI for OPEB plans and employers that provide OPEB.
 8. Classifying employer-paid member contributions for OPEB.
 9. Simplifying certain aspects of the alternative measurement method for OPEB.
 10. Accounting and reporting for OPEB provided through certain multiple-employer defined benefit OPEB plans.
- The pronouncement will be effective starting with years ending June 30, 2018.

GASB STATEMENT NO. 86, *CERTAIN DEBT EXTINGUISHMENT ISSUES*

- Resolves issue of how to record in-substance defeasance of debt when solely existing resources are used.
- Current standards only address reporting requirements when debt is extinguished using bond proceeds.
- When cash or other existing resources are placed in an irrevocable trust to extinguish debt it is considered to be in-substance defeasance, assuming all criteria are met.
- The difference between the reacquisition price and the net carrying amount of the debt will be recognized as a separately identified gain or loss in the period of defeasance. This differs from current practice when debt is extinguished using bond proceeds, whereby the difference is deferred.
- Payments to the escrow agent from existing resources should be reported as debt service expenditures in governmental fund types.
- The pronouncement will be effective starting with years ending June 30, 2018.

GASB Standards Effective in 2018 -2020

GASB STATEMENT NO. 87, *LEASES*

- This standard will require recognition of certain lease assets and liabilities for leases that are currently classified as operating leases.
- Eliminates the distinction between operating and capital leases - all leases will be recorded on the statement of net position/balance sheet.
- New definition of a lease - a contract that conveys the right to use another entity's nonfinancial asset for a period of time in an exchange or exchange-like transaction.
- Excludes leases that transfer ownership under a bargain purchase option or service concession arrangements that are covered by GASB Statement No. 60.
- Lessees would recognize a lease liability and an intangible right-to-use lease asset which would be amortized in a systematic and reasonable manner over the shorter of the lease term or the useful life of the underlying asset. Short-term leases are excluded.
- Lessor would recognize lease receivable and deferred inflow of resources which would be recognized as revenue in a systematic and rational manner over the term of the lease.
- The pronouncement will be effective starting with years ending December 31, 2020.