



TOWN BOARD SPECIAL MEETING

March 18, 2024 - 5:30 PM

Town Board Chambers, 301 Walnut Street, Windsor, CO 80550

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

AGENDA

A. CALL TO ORDER

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

B. BOARD DISCUSSION

1. Amended and Restated Water Service Agreement Town of Windsor and North Weld County Water District
2. Consideration of a Contract Extension for Ally Utility Consulting, LLC and Operation of Cobb Lake Regional Water Treatment Authority - D. Money, Town Attorney
3. Establishing the Annual Salary for the Mayor, Mayor Pro Tem, and the Town Board Members of the Town of Windsor, Colorado - D. Money, Town Attorney
4. Severance High School After Prom Donation - P. Rennemeyer, Mayor
5. Future Meetings Agenda

C. BOARD ACTION

1. Public Hearing - An Ordinance Amending Portions of Windsor Municipal Code, Chapter 14, Article II, Concerning Comprehensive Plan Adoption Procedures
 - First Reading
 - Legislative action
 - Staff presentation: Carlin Malone, Chief Planner
2. Ordinance 2024-1696 - An Ordinance Amending Portions of Windsor Municipal Code, Chapter 14, Article II, Concerning Comprehensive Plan Adoption Procedures
 - First Reading
 - Legislative action
 - Staff presentation: Carlin Malone, Chief Planner
3. Public Hearing - Conditional Use Permit to allow a temporary office trailer - Great Western Industrial Park Subdivision 10th Filing, Block 1 Lot 2, 31880 Great Western Drive - Intersand America, property owner; Joel Laroche, Intersand America, applicant
 - Quasi-judicial action
 - Staff presentation: Sandra Mezzetti, Senior Planner

4. Approval of a Conditional Use Permit to allow a temporary office trailer - Great Western Industrial Park Subdivision 10th Filing, Block 1 Lot 2, 31880 Great Western Drive - Intersand America, property owner; Joel Laroche, Intersand America, applicant.
 - Quasi-judicial action
 - Staff presentation: Sandra Mezzetti, Senior Planner
5. Public Hearing - Ordinance No. 2024-1697 Amending a Portion of Town of Windsor Municipal Code, Chapter 16, Article III, Concerning Regulation of Short-Term Rentals
 - Legislative action
 - Staff presentation: Scott Ballstadt, Director of Planning
6. Ordinance No. 2024-1697 Amending a Portion of Town of Windsor Municipal Code, Chapter 16, Article III, Concerning Regulation of Short-Term Rentals
 - First Reading
 - Legislative action
 - Staff presentation: Scott Ballstadt, Director of Planning

D. ADJOURN

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



MEMORANDUM

Date: March 18, 2024
To: Mayor and Town Board
From: Leif Lesoing, Water Resource Admin
Re: Amended and Restated Water Service Agreement Town of Windsor and North Weld County Water District
Item #: B.1.

Background / Discussion:

The Town of Windsor and North Weld County Water District ("District") have negotiated an amended Water Service Agreement. The agreement supersedes the original agreement as well as the previous amended agreements of 2001, 2004, and 2009. The District will annually treat 502 million gallons of water. The Town owns the water rights that are being treated by the district. The agreement has already been approved by the District and the Town will pay \$3.07 million to the District for the additional treatment capacity.

Financial Impact:

\$3.07 million

Relationship to Strategic Plan:

Vital Infrastructure - Provide a safe and reliable water supply for the community.

Recommendation:

CC:

Attachments:

1. 2024 North Weld Amended and Restated Water Service Agreement

AMENDED AND RESTATED WATER SERVICE AGREEMENT
(Town of Windsor and North Weld County Water District)

This Amended and Restated Water Service Agreement is made and entered into on March 18, 2024 by and between the North Weld County Water District, acting by and through the North Weld County Water District Enterprise, (“North Weld”) and the Town of Windsor, Colorado, A Colorado Home rule municipal Corporation (“Town”), (Collectively “Parties.”)

RECITALS

WHEREAS, North Weld exists pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S., for the purpose of constructing, financing, operating and maintaining certain public water facilities and improvements for itself, its residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., North Weld is empowered to enter into contracts and agreements affecting the affairs of North Weld; and

WHEREAS, pursuant to § 29-1-203, C.R.S., the Parties are empowered to contract to provide any function, service or facility lawfully authorized to be provided by each of the Parties; and

WHEREAS, North Weld (individually or in cooperation with others) maintains and operates a system for the treatment, storage and distribution of potable water within Weld County and Larimer County, Colorado; and

WHEREAS, the Town owns, maintains and operates a separate and independent system for the storage of and distribution of potable water to its residents and customers; and

WHEREAS, beginning in 2000, the Town and North Weld have entered into various agreements and amendments to facilitate the treatment and delivery of treated water from North Weld’s system to the Town’s system; and

WHEREAS, the parties’ prior agreements and amendments shall be further described and defined below; and

WHEREAS, pursuant to § 32-1-1001(1)(j), C.R.S., North Weld is empowered to fix and from time to time increase or decrease Fees and Charges for services, programs or facilities furnished by North Weld; and

WHEREAS, the Parties previously entered into the Original Agreement; and

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety as more fully set forth below for the purpose of defining the respective rights, duties, obligations and interests of the Parties from and after the Effective Date.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements hereinafter set forth, it is agreed by and between the Parties as follows:

ARTICLE 1 AMENDMENT AND RESTATEMENT

This Agreement amends, restates and supersedes in its entirety the Original Agreement. From and after the Effective Date, the terms and provisions of this Agreement shall exclusively govern the rights, duties and obligations of the Parties with respect to the Town's provision of treatable water to North Weld, the Town's purchase of water treatment and delivery services from North Weld, and North Weld's obligation to treat and deliver such water to the Town as provided herein. All Exhibits hereto are incorporated herein by reference.

ARTICLE 2 INTERGOVERNMENTAL AGREEMENT

It is the intention of the Parties that this Agreement, including all Exhibits hereto, shall be considered a mutually binding and enforceable agreement between the Parties pursuant to the provisions of the Colorado Constitution; §§ 32-1-101, *et seq.*, C.R.S.; § 29-1-203, C.R.S.; the Local Government Land Use Enabling Act, §§ 29-20-101, *et seq.*, C.R.S.; and the powers inherently granted to the Parties by the State of Colorado.

ARTICLE 3 DEFINITIONS

3.1 “**Additional Standard Plant Investment Taps**” or “**ASPIT**” shall mean the additional number of Standard Plant Investment Taps the Town wishes to purchase on the Effective Date, as more particularly set forth in Exhibit A.

3.2 “**Agreement**” shall mean this Amended and Restated Water Service Agreement by and between North Weld and the Town.

3.3 “**Base Fee**” shall mean that portion of the Plant Investment Fee established by North Weld from time to time excluding only the Distance Fee portion of the Plant Investment Fee.

3.4 “**Cash in Lieu of Water Fee**” shall mean the amount paid by the Town, as determined solely by North Weld in accordance with its then-current policy, as may be amended from time to time, for an allocation of 70% of an acre-foot of water (i.e., 228,000 gallons) representing the average delivery of water delivered by Northern Water for one (1) unit of contractual ownership of the waters of Northern Water. To the extent North Weld's then-current policy does not permit payment by the Town of a Cash in Lieu of Water Fee, the Town shall not be permitted to pay a Cash in Lieu of Water Fee and shall instead be required to dedicate to North Weld all water required to enable North Weld to provide the Town with water.

3.5 “**CBT**” shall mean the Colorado-Big Thompson Project.

3.6 “**Commitment**” shall mean North Weld’s obligation to Furnish water as set forth in Section 4.1 of this Agreement.

3.7 “**Conservation Plan**” shall refer to a plan created by the Town in accordance with Section 4.8 of this Agreement.

3.8 “**Cost of Service Rate Study**” shall mean a cost-of-service rate study commissioned by North Weld from an independent professional contractor specializing in rate studies, as more particularly set forth in Article 9 of this Agreement.

3.9 “**Current Standard Plant Investment Taps**” or “**CSPIT**” shall mean the current number of Standard Plant Investment Taps currently owned by the Town, as more particularly described in Exhibit A.

3.10 “**Delivery Point**” shall mean the point(s) at which North Weld delivers water to the Town’s system through a Master Meter, which point(s) are more particularly set forth in Exhibit A.

3.11 “**Delivery Pressure Range**” refers the minimum and maximum pressures that can be expected at the Delivery Point as determined using North Weld’s hydraulic model.

3.12 “**Distance Fee**” shall mean the fee per mile per Additional Standard Plant Investment Tap charged by North Weld, as more particularly set forth in Exhibit B.

3.13 “**District Board**” shall mean the Board of Directors of North Weld.

3.14 “**Effective Date**” shall be the date first appearing above.

3.15 “**Extraordinary Water Usage Event**” shall mean an unpredictable event of limited duration that causes unusually high water usage by the Town in excess of the Minimum Town Storage Tank Volume set forth on Exhibit A, for more than seventy-two (72) continuous hours, such as a water line break, unusual water demand for fire suppression, or similar unanticipated and random accidents or temporary emergencies.

3.16 “**Fees and Charges**” shall mean all fees, rates, tolls, penalties and charges imposed by North Weld, specifically including, but not limited to, Base Fee, Distance Fee, Plant Investment Fee, Raw Water Fee, and Usage Fee.

3.17 “**Furnish**” when used with regard to the Commitment shall mean to acquire and furnish and includes all of the intermediate steps necessary to provide water at the Delivery Point(s) but does not include the obligation to construct localized storage, pumping, transmission or distribution facilities downstream of the master meter which may be constructed by the Town as part of the Town’s facilities.

3.18 “**gpm**” shall mean gallons per minute.

3.19 “**Impossible**” shall mean a circumstance in which North Weld is prevented from performing under the terms and provision of this Agreement. Such a circumstance must be beyond the control of North Weld and must not be created by any actions or failures to act of North Weld.

3.20 “**Initial Town Fees and Charges**” shall mean the initial Fees and Charges charged to the Town as of the Effective Date of this Agreement as more particularly set forth on Exhibit B.

3.21 “**Master Meter**” shall mean the Town’s master meter(s) as more specifically set forth in Exhibit A.

3.22 “**Master Meter Stations**” shall mean the master meter stations containing the Master Meter, as more particularly set forth in Exhibit A.

3.23 “**Maximum Annual Delivery Volume**” or “**Maximum ADV**” shall mean the maximum volume of water in MG to be delivered to the Town and is calculated as the number of the Total Standard Plant Investment Taps purchased by the Town times the delivery volume of 228,000 gallons for each Standard Plant Investment Tap and as set forth in Exhibit A.

3.24 “**Maximum Day Demand**” shall mean the volumetric flow rate of water used during the twenty-four (24) hour period with the highest consumption during the Water Year expressed in either MGD or gpm.

3.25 “**Maximum Delivery Flow**” or “**MDF**” shall mean the maximum total flow in gpm to be delivered to the Town based on the number of Total Plant Investment Taps to be purchased (for this value, 1 Standard Plant Investment Tap is equal to 1 gpm), regardless of the number of Master Meter Stations. If the Town owns more than one Master Meter Station, North Weld may dictate the amount of flow at each Master Meter Station to meet the hydraulic needs of North Weld.

3.26 “**MG**” shall mean millions of gallons.

3.27 “**MGD**” shall mean millions of gallons per day.

3.28 “**Minimum Annual Delivery Volume**” or “**Minimum ADV**” is the minimum volume of water in MG that the Town will pay for on an annual basis and is calculated as 90% of the average of the past three years of annual usage as measured at the Delivery Point, or 90% of the Maximum ADV whichever is greatest as more particularly set forth in Exhibit A.

3.29 “**Minimum Raw Water Obligations**” shall mean one hundred ten percent (110%) of the total measured potable water usage measured at the master meter for the previous Water Year plus any anticipated increases in usage.

3.30 “**Minimum Town Storage Requirement**” shall mean the minimum volume of storage tank facilities, in MG, and will be no less than one day of the Maximum Day Demand based on the past Water Year’s usage excluding, however, water usage resulting from an

Extraordinary Water Usage Event, all based upon information provided to North Weld by the Town, as reviewed and accepted by North Weld, all as more particularly set forth in Exhibit A.

3.31 “**North Weld**” shall mean the North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado.

3.32 “**Northern Water**” shall mean the Northern Colorado Water Conservancy District.

3.33 “**NPIC**” shall mean the non-native water attributable to shares in the North Poudre Irrigation Company.

3.34 “**Original Agreement**”

Original Agreement” shall mean and include the following agreements and amendments:

- *Water Service Agreement* dated November 13, 2000; and
- *First Amendment to Water Service Agreement* dated June 11, 2001; and
- *Second Amendment to Water Service Agreement* dated February 23, 2004; and
- *Third Amendment to Water Service Agreement* dated November 23, 2009; and
- *Water Service Agreement* dated August 12, 2013; and
- *First Amendment to Water Service Agreement dated August 12th, 2013*, dated August 10, 2015.

3.35 “**Parties**” shall mean, collectively, North Weld and the Town.

3.36 “**Peak Hour Demand**” shall mean the volumetric flow rate of water used during the 60-minute period with the highest consumption during the Water Year expressed in either MGD or gpm.

3.37 “**Plant Investment Fee**” shall mean the amount paid to North Weld for the right to receive delivery of water allocated to one Standard Plant Investment Tap and shall consist of both a Base Fee and a Distance Fee.

3.38 “**psi**” shall mean pounds per square inch.

3.39 “**Raw Water Fee**” shall mean the amount paid to North Weld for the right to receive delivery of water equivalent allocated to one Standard Water Tap.

3.40 “**Raw Water Requirement**” shall mean the annual amount of raw water provided by the Town to the District which is capable of treatment and delivery by North Weld in the amount of one hundred ten percent (110%) of the total measured potable water usage by the Town at the Master Meter for the previous Water Year, plus any anticipated increases in the Town’s use of potable water for the ensuing Water Year.

3.41 “**Raw Water Surcharge**” shall mean the additional fee charged by North Weld for use of District-owned raw water when the Town’s annual usage in any Water Year exceeds the

Raw Water Requirement provided to the Town as more fully set forth in Section 10.2 of this Agreement.

3.42 “**Standard Plant Investment Tap**” shall mean the right to use North Weld’s water system assets to deliver a maximum of 70% of 1.0 acre-foot of water (i.e., 228,000 gallons or 1 gpm on a peak flow basis.

3.43 “**Standard Water Tap**” shall mean a ¾-inch residential water tap or equivalent to which is allocated 228,000 gallons of District-owned water during each Water Year, which volume of water is based upon the historic delivery of seventy percent (70%) of an acre-foot of water for each contract unit of water from Northern Water.

3.44 “**Town**” shall mean, collectively, the Town of Windsor and the Town’s Water Utility Enterprise created under Chapter 13, Article II of the *Windsor Municipal Code*.

3.45 “**Town of Windsor**” shall mean the Town of Windsor, Colorado, a Colorado home rule municipal corporation.

3.46 “**Town Service Area**” shall mean the area described and depicted on **Exhibit C**, as hereafter modified pursuant to Section 11.1 of this Agreement.

3.47 “**Uncontrollable Forces**” shall mean any cause beyond the control of the obligated party, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, riot, civil disturbance, labor disturbance, sabotage, acts of terrorism, breach of construction contract by a third party or restraint by court or public authority, which by due diligence and foresight, such party could not have reasonably been expected to avoid, and the application of land use regulations imposed upon or impacting the District by third party jurisdictions for the installation and construction of distribution system components (water pipelines, pump stations, etc). The term “Uncontrollable Forces” shall not include the failure to make any payment required by either party under the terms of this Agreement.

3.48 “**Usage Charge**” shall mean the amount charged by North Weld to the Town based upon the volume of potable water used by the Town and measured at the Town’s Master Meter, as more particularly set forth in **Exhibit B**.

3.49 “**Water Supply**” shall include, but is not be limited to, water resulting from existing water supplies, future water supply projects and development of existing and after-acquired water rights.

3.50 “**Water Year**” shall mean the period of time commencing on November 1 of each year and terminating on October 31 of the next succeeding year, which dates correspond with those established by Northern Water.

3.51 “**Wholesale Discount Rate**” shall mean the percentage applied to North Weld’s retail Usage Charges to recognize North Weld’s cost savings in providing water to the Town as a

wholesale customer which provides its own internal water system storage tanks to meet Peak Hour Demands.

3.52 “WG” shall mean the Windy Gap Project.

3.53 “WSSC” shall mean the Water Supply and Storage Company.

ARTICLE 4 TREATED WATER SUPPLY

4.1 North Weld shall Furnish, and the Town shall purchase and receive from North Weld through the Soldier Canyon Water Treatment Plant (unless otherwise determined by the District), treated water for the operation of the Town’s water system in the Minimum Annual Volume, Maximum Annual Delivery Volume, Maximum Delivery Flow in gpm, and minimum and maximum pressures in psi, all as are more particularly set forth in Exhibit A. By no later than September 1 of each year, the Town will provide to North Weld estimates of its projected maximum day and average day needs for the following Water Year. The Annual Water Parameters may be modified by mutual agreement of the Parties upon execution of a written amendment by the Parties hereto. The Town shall not provide service to users or property outside the limits of Northern Water’s boundaries using water that is subject to this Agreement.

4.2 The Town agrees that treated water Furnished by North Weld will be used for operation of the Town’s water system up to the Maximum Annual Delivery Volume. Such treated water up to the Maximum Annual Delivery Volume shall be the exclusive supply of treated water used by the Town. Treated water in excess of the Maximum Annual Delivery Volume may be obtained by the Town from third party sources other than North Weld. The Town further agrees that if additional Plant Investments are sold to the Town by the District, the Minimum Annual Deliver Volume and Maximum Annual Delivery Volume will be adjusted.

4.3 The water to be Furnished by North Weld to the Town at the Delivery Point shall be potable water which complies with the Federal Safe Drinking Water Act and all other applicable drinking water regulations. North Weld shall have no responsibility for maintaining the quality of water within the Town’s water distribution system located downstream of the Delivery Point and the Town shall assume sole responsibility for such water quality within the Town’s water distribution system located downstream of the Delivery Point. North Weld shall make arrangements for all testing necessary to ensure that the water Furnished under this Agreement complies with Federal and State drinking water standards at the Delivery Point. No promise or guarantee of pressure is made by North Weld or is to be implied from anything contained herein, except as set forth in Exhibit A.

4.4 North Weld’s Commitment shall be limited only by the occurrence of factors which make it impossible or impractical for North Weld to meet the Commitment.

4.5 At any time, the Town may purchase or otherwise acquire surface, raw water rights and/or other non-potable waters for transfer to North Weld if such water rights: (i) are capable of being delivered to and treated by the water treatment system utilized by North Weld; and (ii) are usable in North Weld’s water supply system. North Weld agrees to accept such water

rights and, subject to the other provisions of this Agreement, including the Maximum Annual Delivery Volume of water to be Furnished to the Town, Furnish to the Town an additional amount of treated water. In such instance, the Parties shall execute a written amendment to this Agreement. The amount of additional treated water shall be equivalent to the annual yield of the conveyed water rights, as determined by North Weld in its sole discretion based on analysis and recommendations of competent water resource professionals, using the same annual yield methodology used by North Weld in the operation and management of its own water rights and water system, less water losses due to treatment and conveyance of water through North Weld's delivery system, and other factors as may be determined by North Weld.

4.6 The minimum and maximum pressures to be provided by North Weld are set forth in Exhibit A and shall be satisfied at the Delivery Point(s) only. The Town shall be responsible for regulating water pressures and maintaining the potable water quality within the Town's system after the Delivery Point(s).

4.7 The Parties recognize that North Weld's Water Supply, as well as the Town's Water Supply which is transferred by the Town to North Weld, is dependent upon natural water resources that are variable in quantity of supply from year to year. North Weld shall not be liable for accurately anticipating availability of North Weld's Water Supply or for an actual failure of North Weld's Water Supply due to inadequate run-off or other occurrence beyond the reasonable control of North Weld. North Weld is not responsible for making up the yield shortfall if there is a third-party curtailment.

4.8 The Town has created and will continue to implement a Conservation Plan for the efficient and wise use of water throughout the Service Area. A copy of this Conservation Plan and any future amended Conservation Plans shall be submitted to North Weld for review in order to allow North Weld to integrate the Town's Conservation Plan with any Conservation Plans adopted by North Weld. The Town's Conservation Plan shall provide for the adoption and continuance of such policies or the taking of such action as may be required of the Town as a recipient of water from North Weld by Federal and/or State law.

4.9 North Weld shall use reasonable diligence to provide a constant and uninterrupted supply of water except for interruption or reductions due to: (1) Uncontrollable Forces; (2) operations or devices installed for water system protection; and (3) maintenance, repair, replacement, installation of equipment, or investigation and inspection of the water system, which interruption or reductions are temporary, and in the opinion of North Weld, necessary. Except in the case of an emergency, the Town will be given reasonable advance notice of such interruptions.

4.10 Neither party shall be considered in default under this Agreement if prevented from fulfilling any obligations by reason of Uncontrollable Forces. A party rendered unable to fulfill its obligation by reason of Uncontrollable Forces shall exercise due diligence to remove such inability with all reasonable dispatch.

ARTICLE 5 RAW WATER

5.1 The Town shall annually provide to North Weld the Raw Water Requirement for treatment and delivery by North Weld, in the amount equal to one hundred ten percent (110%) of the total measured potable water usage by the Town at the Master Meter for the previous Water Year, plus any anticipated increases in the Town's use for the ensuing Water Year. Raw water provided to North Weld shall be provided on an actual gallon basis as measured at the intake station at the Soldier Canyon Filter Plant. This Raw Water Requirement is in lieu of the payment of the Raw Water Fee which would be required for the purchase of a Raw Water Tap. The requirement for the transfer of one hundred ten percent (110%) of the measured potable water usage by the Town is equal to one hundred percent (100%) of actual water usage plus an additional allowance of ten percent (10%) to cover estimated shrinkage in the volume of water delivered from the Soldier Canyon Filter Plant to the Delivery Point(s) at the Master Meter.

5.2 The Raw Water Requirement shall be provided from CBT, WG, NPIC, or from any other source reasonably acceptable to North Weld which is at least as usable to North Weld as CBT or WG water at North Weld's sole discretion. In addition, water provided by WS&S which is: (i) transferred to North Weld; (ii) adjudicated for municipal usage; and (iii) capable of being treated at the Soldier Canyon Filter Plant shall be deemed acceptable to satisfy the Raw Water Requirement. In the event WS&S water is used to satisfy the Raw Water Requirement, the Town acknowledges that water shares must be transferred into the name of North Weld. In the event the Town ceases to obtain water service from North Weld pursuant to this Agreement, North Weld shall re-transfer to the Town the WS&S water previously transferred to North Weld by the Town. All fees and costs associated with the transfer of any water by the Town to North Weld or retransferred by North Weld to the Town shall be paid by the Town.

5.3 North Weld shall have no obligation to acquire, rent or own any additional raw water necessary to meet the Town's Raw Water Requirement. The Town shall be solely liable to make arrangements for the transfer of all raw water necessary to meet the Raw Water Requirement.

5.4 In the event the Town does not provide sufficient raw water to North Weld to meet its Raw Water Requirement, North Weld shall give the Town written notice of such insufficiency, as nearly as possible at least thirty (30) days prior to the time when such additional raw water will be necessary. If, after such notice, the Town fails or refuses to provide sufficient additional raw water, North Weld may, in its sole discretion, provide such raw water as more fully provided in Section 10.2, below.

ARTICLE 6 NORTH WELD FACILITIES

6.1 North Weld shall be responsible to take such actions and make such connections between the Town's system and North Weld's system as are necessary to enable North Weld to supply water service to the Town as provided in this Agreement, which costs shall be reimbursed by the Town.

6.2 North Weld has installed and will maintain the necessary metering equipment and Master Meter Station(s). North Weld has designed the Master Meter Station(s) and flow control devices, in accordance with the specifications of North Weld. The Town shall reimburse North Weld for all reasonable costs and expenses, including, but not limited to, design, location, construction and installation costs and expenses associated with all equipment and vault(s) replaced or added after the date of this Agreement that benefit the Town and are required for North Weld to satisfy the terms of this Agreement. The Town shall be consulted and shall approve the design, location and expenses for said equipment and vault(s), which approval shall not be unreasonably withheld. North Weld acknowledges receipt of payment or reimbursement by the Town for all equipment and Master Meter Stations installed by North Weld for the Town as of the Effective Date of this Agreement.

6.3 North Weld has installed, owns, operates and will maintain flow-restricting device(s) at the existing Master Meter Station. Said device(s) shall be capable of controlling the flow rate to the Town within the rates provided on Exhibit A. The Town shall be responsible for charges based on deliveries at flow rates greater than the flow rates stated in this Agreement.

6.4 North Weld shall own and maintain North Weld's water system, including any interconnection facilities, water line, pump station and treatment plant facilities necessary to serve the Town as required by this Agreement, up to the outlet valve on the Town's side of the Master Meter Stations. North Weld shall own the Master Meter, the Master Meter Stations, and flow and pressure control facilities, which shall be managed, administered, operated and maintained exclusively by North Weld. For the purpose of determining operations and maintenance responsibility, the Town shall be responsible for all maintenance and operations from the outlet valve on the Town's side of the Master Meter Stations.

ARTICLE 7 TOWN FACILITIES

7.1 As of the Effective Date, the Town is served through facilities installed, operated and owned by North Weld. The Town has previously installed at its expense the Master Meter Stations. The Master Meter Stations are located at the locations depicted on **Exhibit B**. Any future Master Meter Stations deemed appropriate and necessary by the Town and North Weld shall be installed in accordance with Article 6 at the sole expense of the Town.

7.2 The Town owns and will continue to be responsible for construction, operation and maintenance of its distribution lines and other system facilities on the Town's side of the Delivery Point. The Town shall undertake all proper steps to prevent connections to the Town's water system which would in any way permit water produced in or by the Town to enter North Weld's distribution system by back-flow, back-pressure or otherwise, so as to prevent the quality of water in North Weld's transmission system from being affected by water produced in or by the Town.

7.3 North Weld will deliver water in accordance with the parameters set forth in Exhibit A. The Town agrees that it will maintain water storage tanks on the Town's side of the Delivery Point to meet the volume requirements between the Maximum Day Demand and Peak Hour Demand, and shall use water from its storage tanks to meet such volume requirements between the Maximum Day Demand and Peak Hour Demand. The minimum volume of such storage tank facilities will be no less than one day of the past Water Year's maximum day demand as measured at the Delivery Point excluding, however, water usage resulting from an Extraordinary Water Usage Event. North Weld shall be permitted to change the Usage Charge by adjusting the Wholesale Discount Rate applied to North Weld's retail Usage Charge if the Town fails to maintain the minimum tank volume and, within two (2) years of such failure, fails to construct and operate additional storage tank facilities sufficient to maintain the required minimum tank volume. Further, the District may impose fines and penalties on the Town for failure to use water tank storage supply to meet volume requirements between the Maximum Day Demand and Peak Hour Demand. Notwithstanding the foregoing, after final approval of the Cost-of-Service Rate Study set forth in Article 9, below, the Wholesale Discount Rate shall be set in accordance with the Cost-of-Service Rate Study, and North Weld shall be permitted to charge the Town a Usage Fee in accordance therewith.

7.4 The Town shall maintain its facilities in good repair at all times and to make such replacements as may be necessary to keep the facilities in proper operating condition at all times.

7.5 Subject to the minimum pressure and minimum supply provisions of this Agreement, the Town agrees that it will, at all times, operate the water distribution system so as not to unreasonably interfere with service to others dependent upon North Weld for a supply of water. Specifically, the Town agrees that it will operate its facilities, especially any pumping or storage facilities, in coordination with operation of District facilities and will install and use such devices, including telemetry, as are necessary to effectuate such coordination; provided, however, that the Town shall not be required to pay for the installation of any physical changes to its water distribution system required only to benefit others outside the Service Area.

ARTICLE 8 MASTER METER

8.1 North Weld shall read the Master Meter at monthly intervals, under its own meter reading schedule. If requested by the Town, North Weld shall give the Town notice of any master meter reading and allow a Town representative to be present and observe.

8.2 Once every five (5) years, North Weld shall test and calibrate the Master Meter at North Weld's cost. At any time, upon the Town's written request, North Weld shall make or cause to be made a special meter test at the Town's cost. North Weld shall notify the Town in advance of any master meter test and allow a Town representative to be present.

8.3 The Master Meter shall be tested and read pursuant to American Water Works Association standards. If a test of the any master meter determines that the reads for the master meter are inaccurate, the master meter reading shall be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the tests are made in accordance with the percentage of inaccuracy found by such tests, provided that no correction shall be made for a longer period than such inaccuracy may be determined by North Weld to have existed.

8.4 If any master meter fails to register for any period, the Town and North Weld shall agree to the amount of water Furnished during such period and North Weld shall render a bill to the Town therefor. If no agreement can be reached by the Parties, the billing shall be based upon historical usage data.

8.5 If at any time the Town desires to change the location of any of the Master Meter Stations, North Weld will attempt to accommodate such request if, in the sole and reasonable opinion of North Weld, such relocation will not detrimentally affect North Weld's water system in any manner. The Town shall be responsible for any and all costs and expenses associated with the relocation, of any type or kind, thereof.

ARTICLE 9 FEES AND CHARGES

9.1 For the use of water provided by North Weld hereunder, the Town shall pay North Weld all Fees and Charges imposed by North Weld at the then-current rates as reflected in North Weld's then-current fee schedule set forth in a fee resolution and/or rules and regulations, including rate of return fees established by the District. Fees and Charges may be adjusted by North Weld at any time pursuant to Colorado law. Currently, the Town receives a Wholesale Discount Rate for Fees and Charges, as more particularly set forth in Exhibit B. The Wholesale Discount Rate shall remain in effect until North Weld commissions a Cost-of-Service Rate Study. Adoption by the North Weld Board of the Cost-of-Service Rate Study shall establish the Fees and Charges to be charged for water service to the Town as of the date of the Cost-of-Service Rate Study, at which time the Wholesale Discount Rate shall be eliminated. The Cost-of-Service Rate Study establishes as of the time of adoption, the new schedule of Fees and Charges imposed by North Weld for water service to the Town, which Fees and Charges may be adjusted thereafter in accordance with Colorado and as more particularly set forth in in this Article 9. Notwithstanding the foregoing, the Town will not pay a Raw Water Fee to North Weld but will instead provide the Raw Water Requirement for treatment and delivery as set forth in Article 5.

9.2 The Parties acknowledge and agree that North Weld will adopt water service Fees and Charges sufficient to totally and fully reimburse North Weld for all costs of Furnishing water under this Agreement, including, but not limited to, recovered return on investment, in accordance with the then-current fee resolution and/or rules and regulations, as may be revised and adopted by North Weld Board from time to time. The Parties agree that the duration of this Agreement is such that the passage of time will require changes in the Fees and Charge to be made for the provision and use of water hereunder.

9.3 Upon request of the Town, North Weld will provide to the Town a copy of the Cost-of-Service Rate Study upon which North Weld has based its updated Fees and Charges.

9.4 North Weld shall provide written notice to the Town when it is anticipated that the Fees and Charges will change or any projected operation, maintenance or capital improvement cost will affect the Fees and Charges to be paid by the Town provided that:

a. North Weld shall notify the Town at least thirty (30) days prior to North Weld Board meeting at which: (i) North Weld Board considers a proposal for an increase in Fees and Charges; and (ii) prior to scheduling any formal action by North Weld Board with respect to such proposal to increase Fees and Charges. The Parties acknowledge that North Weld Board meetings referenced in this subsection 9.4.a. may be one in the same.

b. North Weld shall notify the Town of new Fees and Charges within ten (10) days after North Weld Board has adopted them.

c. The new Fees and Charges shall not become effective sooner than thirty (30) days after they have been adopted by North Weld Board.

9.5 The Parties recognize that it is the intent of the Plant Investment Fee to pay for system enhancements needed by North Weld to supply expanded usage by the Town. So long as the Town's demand stays within the Maximum Annual Delivery Volume or Maximum Delivery Flow specified on Exhibit A, North Weld will furnish the new service and no additional Plant Investment Fees will be required from the Town.

9.6 Should the Town request additional demand above the Maximum Annual Delivery Volume or Maximum Delivery Flow specified on Exhibit A, the Town shall make written request to North Weld for such additional potable water service. Upon receipt of the Town's written request, North Weld shall have sixty (60) days within which to determine whether it is willing to provide such additional potable water service and the terms upon which it is to be supplied, and shall provide written notice of its determination within a reasonable time thereafter. Any approval to provide additional potable water services shall be at the sole discretion of the Board of Directors of North Weld. Under no circumstances shall the District be obligated to sell additional Plant Investments to the Town outside the requirements of this Agreement. If North Weld agrees to provide such additional potable water service, the Parties shall enter into an amendment to this Agreement.

9.7 Billing for each month shall be made on or about the last day of the month and payment due on the fifteenth (15th) day of the following month. Any bill not paid by the fifteenth (15th) day of the month following billing shall be delinquent and the Town shall pay an additional delinquent fee of ten percent (10%) of the unpaid monthly billing; however, in no event shall the delinquent fee be less than One Thousand Dollars (\$1,000.00) per month. Until paid, all Fees and Charges imposed by North Weld shall constitute a perpetual lien on and against all property served by the Town and located within the Town Service Area, and any such lien

may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanic's liens. Additionally, if the Town refuses or fails to pay any bill by the due date, North Weld may discontinue delivery of potable water hereunder upon ninety (90) days' written notice to the Town of its intention to do so.

9.8 The Town agrees that Fees and Charges for water service provided under this Agreement shall be governed by the provisions of this Agreement, any State or Federal statutes to the contrary notwithstanding, except that North Weld shall be required to comply with all State and Federal drinking water laws and regulations.

ARTICLE 10 RAW WATER EXPENSES

10.1 In addition to payment of the Fees and Charges, the Town shall pay for all costs associated with acquisition of raw water by the Town and temporary transfer of the same to North Weld, and any periodic charges or assessments related to such raw water. The Town shall be responsible for all costs and/or expenses involved in changing North Weld's operations to facilitate use of the Town's raw water from a provider other than Northern Water.

10.2 The Town shall pay a Raw Water Surcharge as determined by North Weld for any potable water Furnished to the Town for which North Weld provided raw water to meet the Town's Minimum Raw Water Obligation pursuant to Section 5.4. Such Raw Water Surcharge shall constitute a surcharge to the Town in addition to the Fees and Charges and shall be for the purpose of compensating North Weld for the use of North Weld's raw water to satisfy the Town's Minimum Raw Water Obligation. The Raw Water Surcharge is due thirty (30) days after the end of the Water Year. The Raw Water Surcharge shall be an amount equal to ten percent (10%) of North Weld's then applicable Cash in Lieu of Water Fee. North Weld shall promptly notify the Town of any change in the determination of such charge.

For the purpose of illustrating the manner in which the Raw Water Surcharge is computed and using the Cash in Lieu of Water Fee in effect as of January 1, 2021, which amount is \$58,000.00, and which amount will be modified from time to time, the following example is provided:

Raw Water Surcharge = water used by the Town in excess of the Raw Water Requirement provided by the Town divided by (228,000)¹ x [(Cash in Lieu of Water Fee x 10%)]

Surcharge= ² 8,000,000 / 228,000 x [(³ \$58,000.00 x 10%)]

Surcharge= 35.08772 x \$5,800.00

Surcharge= \$203,508.78

¹ Average CBT delivery rate.

² Fictional amount of 8 million gallons.

³ Assume Cash in Lieu of Water Fee in the amount of \$58,000 for a unit of raw water for a 3/4" tap.

ARTICLE 11 TOWN SERVICE AREA

11.1 The Town Service Area shall consist of the real property identified on the map set forth in Exhibit C, as may be modified by the Parties as set forth herein.

a. Annexation of Property Not Served By North Weld and Not Within North Weld's Boundaries. If property not located within the Town Service Area seeks annexation to the Town, the Town shall notify North Weld in writing of the filing of the petition for annexation. If, at the time the petition for annexation is filed, the property seeking annexation is not then receiving water service from North Weld and such property is not included within the boundaries of North Weld, the Town may annex the property and provide water service to the property with no further action required by North Weld. In such instance, within 30 days of the effective date of the annexation, the Town shall provide to the District an updated map of the Town Service Area depicting the then-current Town Service Area plus the annexed property. The updated map shall automatically replace the map of the Town Service Area set forth in Exhibit C hereof with no formal action required by the Parties.

b. Annexation of Property Not Served by North Weld But Within North Weld's Boundaries. If property not located within the Town Service Area seeks annexation to the Town, the Town shall notify North Weld in writing of the filing of the petition for annexation. If, at the time the petition for annexation is filed, the property seeking annexation is not then receiving water service from North Weld but such property is included within the boundaries of North Weld, the Town shall require the property proposed for annexation to exclude from North Weld pursuant to § 32-1-501, C.R.S., prior to receiving water service from the Town. Within 30 days of the effective date of the annexation, the Town shall provide to the District an updated map of the Town Service Area depicting the then-current Town Service Area plus the annexed property. The updated map shall automatically replace the map of the Town Service Area set forth in Exhibit C hereof with no formal action required by the Parties.

c. Annexation of Property Served by North Weld. If property not located within the Town Service Area seeks annexation to the Town, the Town shall notify North Weld in writing of the filing of the petition for annexation. If, at the time the petition for annexation is filed, the property seeking annexation is then receiving water service from North Weld, the Town shall not provide water service to the annexing property unless and until the requirements set forth in Section 11.3 of this Agreement are met in full. Upon full satisfaction of the requirements set forth in Section 11.2 of this Agreement, the Town shall require the property proposed for annexation to exclude from North Weld pursuant to § 32-1-501, C.R.S., and to disconnection from North Weld's system in accordance with Section 11.3 of this Agreement, prior to receiving water service from the Town. Within 30 days of the effective date of the

annexation, the Town shall provide to the District an updated map of the Town Service Area depicting the then-current Town Service Area plus the annexed property. The updated map shall automatically replace the map of the Town Service Area set forth in Exhibit C hereof with no formal action required by the Parties.

d. By December 31 of each year, the Town shall provide North Weld with an updated map depicting the then-current Town Service Area including all annexations which occurred during the year. Upon confirmation that the map correctly depicts North Weld's understanding of the then-current Town Service Area as presented by the Town, the map shall automatically replace the map of the Town Service Area set forth in Exhibit C hereof with no formal action required by the parties.

11.2 Property Within Town Service Area Not Served by Town. It is understood and agreed that the Town shall have the responsibility for serving new water service customers within the Town Service Area and that North Weld will not serve customers within the Town Service Area without the express written consent of the Town and under the terms and conditions set forth herein.

a. The Parties intend and agree that new water service customers within the Town Service Area shall first be required to make application to the Town for service. North Weld has and will continue to refer any requests that it receives for water service within the Town Service Area to the Town.

b. As to any new taps applied for within the Town Service Area that can be serviced by the Town, the Town agrees to provide such service and receive payment for such service in accordance with all fees and charges imposed by the Town for the taps as if the taps were within the Town limits.

c. It is further understood and agreed that at the time an application for new service is made, there may be certain areas within the Town Service Area that cannot be served by the Town. In such event, after the Town has declined to provide service to the property in question, the property may request service from North Weld which may, in its sole discretion, grant or deny the request to provide service to that applicant.

In the event North Weld elects to provide service to an applicant within the Town Service Area after the Town has declined to provide such service, such service shall be provided only upon the following requirements being fulfilled by the applicant:

i. Payment of all Fees and Charges and/or dedication of raw water as may be required by North Weld.

ii. Written assurance from the applicant that at such time as North Weld receives notice from the Town that it is prepared to serve the applicant, the applicant will voluntarily connect to and pay all costs of connecting to the Town's system and disconnecting from North Weld's system pursuant to Section 11.3 of this Agreement.

iii. If the property seeking service is not located within North Weld's boundaries, the applicant shall petition North Weld for inclusion into its boundaries in accordance with §§ 32-1-401, *et seq.*, C.R.S.

11.3. Disconnection from North Weld's Water System.

a. Any customer desiring to disconnect from North Weld's system shall make a request in writing to North Weld. North Weld will determine what impact, if any, the disconnection will have on the remainder of North Weld's system. Any customer disconnecting from North Weld's system shall pay all fees and costs associated with North Weld's review of the request for disconnection, shall pay all fees and costs associated with infrastructure changes necessary to accommodate the disconnection, and shall pay all Fees and Charges associated with the disconnection.

b. At such time as a customer's transfer from North Weld's system to the Town's system has been accomplished, the Town shall be credited with one Standard Plant Investment Tap. In the event the tap size exceeds a Standard Water Tap, any increase in size will result in a credit of the tap count in proportion to the increased tap size. For tap sizes above a Standard Water Tap size, the increase in the tap count would be provided if North Weld has also received the additional Raw Water Requirement or Plant Investment Fees, as the case may be.

b. The Parties acknowledge and agree that at the time of a transfer of a tap within the Town Service Area from North Weld's system to the Town's system, the Town shall be required to fairly compensate North Weld for services and facilities taken over by the Town from North Weld and/or abandoned by North Weld, including, but not limited to, any costs incurred by North Weld to modify its system for the disconnection and impact upon North Weld's remaining system or component thereof. Nothing in this Agreement shall be interpreted as preventing the Town from collecting any such compensation from third parties through separate agreements, including, but not limited to, annexation agreements or subdivision improvement agreements.

11.4 North Weld's Water Service Outside Town Service Area. North Weld shall have the unrestricted right to issue water taps and serve customers anywhere outside the Town Service Area. The Town agrees that it shall not request or seek transfer of water service to any customers located outside the Town Service Area subsequent to the Effective Date of this Agreement, including the assertion of any such right under § 32-1-502, C.R.S., or otherwise, unless the Town Service Area is modified pursuant to Section 11.1 to include property owned by such customers. Except as set forth in this Article 11, North Weld shall have the unrestricted right to issue water taps and provide water service to customers applying to North Weld for water service.

ARTICLE 12
TERM

12.1 This Agreement shall be effective on the Effective Date set forth above and remain in effect until fifty (50) years from the Effective Date, and shall automatically renew for an additional fifty (50) year term unless otherwise terminated pursuant to this Article 12.

12.2 Except as set forth in Section 9.7, above, with respect to non-payment for water service, if either party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified herein, and the defaulting party will have six (6) months from and after receipt of the notice to cure the default. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance. Notwithstanding the foregoing, if this Agreement is terminated by North Weld due to a material breach by the Town for reasons other than non-payment for water service, North Weld will not cease water service to the Town until after two (2) years from the written date of notice of the breach.

12.3 None of the remedies provided for under this Agreement need to be exhausted or exercised as a prerequisite to either party's pursuit of further relief to which it may be entitled. Either party hereto may also seek specific performance of this Agreement and specific performance shall not be considered to be an election of the only available remedy.

12.4 In the event the Town wishes to terminate this Agreement, it shall provide written notice to North Weld of its intent at least twenty (20) years prior to the intended date of termination in accordance with the notice provisions of this Agreement. Upon the giving of such notice, this Agreement shall terminate twenty (20) years thereafter. At the end of this period, North Weld will not be required to refund any portion of previously paid Plant Investment Fees. During this twenty (20) year period, the Town shall be obligated to take and pay for, or in the alternative, pay for the Maximum Annual Delivery Volume of water set forth on Exhibit A computed in accordance with the formula set forth therein. Nothing herein shall be construed as limiting the Town's right to take and pay for an amount of water in excess of the amount determined during the twenty (20) year period following termination by the Town, subject only to the peak demand limitations otherwise set forth in this Agreement. If the Town has transferred any water rights to North Weld for purposes of this Agreement, North Weld shall, upon termination, re-transfer such water rights to the Town.

12.5 The Parties acknowledge and agree that North Weld was required to finance, construct, install and/or otherwise enhance water infrastructure necessary to provide water service to the Town. Further, in order to do so, North Weld incurred and/or entered into financial obligations, including, but not limited to, revenues bonds, associated therewith, which financial obligations were in addition to those improvements otherwise financed with the Plant Investment Fees. As such, if the Town elects to disconnect any or all of its system from North Weld's system and to no longer receive water service from North Weld, in the event there is any outstanding financial obligations of North Weld related to the facilities necessary to serve the Town, the Town shall remain responsible for its proportionate share of

the outstanding obligations, including any refinancing or refundings thereof, until those obligations are paid in full.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Rules and Regulations. The Town agrees to adopt and enforce within the Town Service Area rules and regulations reasonably compatible with those of North Weld related to the delivery and use of potable water. The Town, for itself and for all of its users, agrees to abide by all fees and charges and rules and regulations of North Weld.

13.2 Easements. The Town agrees to work in good faith to obtain and provide, at no cost to North Weld, any easements needed for North Weld to provide water to the Town.

13.3 Independent Systems. The Parties agree that each party owns its own water distribution system and each is a separate and independent system from the other. Each party shall obtain and maintain throughout the term of this Agreement insurance in the type and amounts standard for such systems in Colorado.

13.4 No Vested or Future Rights. Neither party hereto shall, by reason of this Agreement, or the use of water thereunder, or otherwise, acquire vested or adverse right or future right, in law or equity, in the water rights owned by the other party.

13.5 Prior Agreements. All prior agreements between the Parties with respect to the provision of water service are hereby terminated and determined to be null and void as of the Effective Date of this Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Parties.

13.6 Prevailing Party; Venue. The Parties agree that, in addition to any other remedies afforded by law or in equity, the provisions of this Agreement may be specifically enforced in a Court of competent jurisdiction and, in any judicial action, the non-prevailing party, to the extent permitted by law, agrees to pay all costs of such action as actually incurred by the prevailing party, including attorneys' fees. Venue for any legal action shall be in District Court of Weld County, State of Colorado.

13.7 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

13.8 Assignment. Neither party shall assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other party. Any attempted assignment of this Agreement in whole or in part with respect to which the other party has not consented, in writing, shall be null and void and of no effect whatsoever. Notwithstanding the foregoing, the Parties hereto expressly agree that should North Weld create a water activity enterprise pursuant to and in accordance with §§ 37-45.1-101, *et seq.*, C.R.S., North Weld may elect to assign this Agreement to the water activity enterprise and no further consent, written or otherwise, of the Town shall be required.

13.9 Notices. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:	North Weld County Water District P.O. Box 56 32825 Weld County Road 39 Lucerne, CO 80646 Attention: Eric Reckentine, District Manager Phone: (970) 356-3020 Email: ericr@nwcwd.org
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With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Zachary P. White, Esq. Phone: (303) 858-1800 E-mail: zwhite@wbapc.com
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With an Additional Copy to:	Lyons Gaddis Kahn Hall Jeffers Dworak & Grant, PC Post Office Box 978 Longmont, CO 80502-0978 Attention: Scott E. Holwick
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Phone: (303) 776-9900
Email: sholwick@lyonsgaddis.com

Town: Town of Windsor
301 Walnut Street
Windsor, CO 80550
Attention: John Thornhill, Community
Development Director
Phone: (970) 674-2400
Email: communitydevelopment@windsorgov.com

With a Copy to: Town of Windsor
Office of the Town Attorney
301 Walnut Street
Windsor, CO 80550
Attention: Daniel Money, Esq.
Phone: (970) 674-2400
Email: dmoney@windsorgov.com

13.10 Good Faith. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, 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, consent, or extension of time required or requested pursuant to this Agreement.

13.11 Party Review. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

13.12 Binding Effect. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

13.13 Severability Clause. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

13.14 Entire Agreement. The Town and North Weld agree that this Agreement shall be construed and enforced as the fully integrated expression of their contract with respect to the matters addressed herein. No express or implied covenants not specifically set forth shall be deemed to be a part of this Agreement. The Parties expressly agree that no representations other than those specifically set forth in this Agreement have been relied upon by either party to induce it to enter into this Agreement.

13.15 Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to North Weld or the Town, their respective officials, employees, contractors, or agents, or any other person acting on behalf of North Weld or the Town and, in particular, governmental immunity afforded or available to North Weld or the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

13.16 Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Remainder of Page Intentionally Blank. Signature Pages to Follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

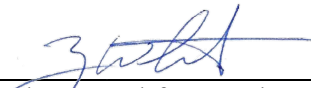
NORTH WELD:
NORTH WELD COUNTY WATER
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

Officer of North Weld

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



General Counsel for North Weld

*North Weld County Water District's Signature Page to Amended and Restated Water Service
Agreement with Town of Windsor, Colorado, dated March 18, 2024*

TOWN:

TOWN OF WINDSOR, a Colorado home rule
municipal corporation acting by and through
its Windsor Water Utilities Enterprise

Mayor

ATTEST:

*Town of Windsor's Signature Page to Amended and Restated Water Service Agreement with
North Weld County Water District, dated March 18, 2024*

EXHIBIT A
SUMMARY OF DELIVERY POINT(S) AND AGREEMENT TERMS

SUMMARY OF DELIVERY POINT(S)

Master Meter Name	General Location
Master Meter Station #1 (MM#1)	34997 WCR 19
Master Meter Station #2 (MM#2)	6434 WCR 74

SUMMARY OF AGREEMENT TERMS

Water Parameter	Value
Plant Investment Tap Summary	
Current Plant Investment Taps (CSPIT)	1828
Additional Plant Investment Taps to be Purchased (ASPIT)	372
Total Plant Investment Taps to be Purchased (TSPIT) ¹	2200
Delivery Summary	
Maximum Annual Delivery Volume (Maximum ADV) ²	502 MG
Maximum Delivery Flow (MDF) ³	2200 GPM
Maximum Delivery Flow at MM#1 (MDF at MM#1) ⁴	1500 GPM
Delivery Pressure Range at MM#1 ⁵	30 - 115 PSI
Maximum Delivery Flow at MM#2 (MDF at MM#2) ⁶	700 GPM
Delivery Pressure Range at MM#2 ⁷	30 - 115 PSI
Minimum Annual Delivery Volume ⁸	
2021 Annual Volume	523MG
2022 Annual Volume	431MG
2023 Annual Volume	522 MG
Minimum Annual Delivery Volume (Minimum ADV) 452 MG minimum (90% of Max ADV)	474 MG
Minimum Town Storage Requirement ⁹	2.54 MG

¹ TSPIT=CSPIT+ASPIT; 1828 + 372 = 2200

² Maximum ADV = (TSPIT) (SPIT, MG); (2200) (0.22 8MG) = 502 MG

³ MDF = (TSPIT) (SPIT, GPM); (2200) (1 GPM) = 2200 GPM

⁴ MDF at MM#1 = 1,500 GPM based on a maximum delivery velocity of 10 feet per second. Although MM#1 can accommodate 1500 GPM, it is preferable to NWCWD that the majority of the total flow be delivered at MM#2.

⁵ Pressure range is based on previous agreements and NWCWD's hydraulic model.

⁶ MDF at MM#2 = (MDF) - (MDF at MM#1); 2200 GPM – 1500 GPM = 700GPM

⁷ Pressure range is based on previous agreements and NWCWD's hydraulic model.

⁸ Minimum ADV = (0.90) (2018 AAV +2019 AAV +2019 AAV)/3; (0.9) (457+507+649)/3 = 484

The average annual volume for each water year is determined from North Weld billing data. Numbers included are for demonstrative purposes only based upon 2021 and will be adjusted as necessary, when triggered, to reflect 90% of the average of the prior three years of average annual usage as measured at the Delivery Point.

⁹ Information provided by the Town, subject to review and acceptance by North Weld.

EXHIBIT B INITIAL TOWN FEES AND CHARGES

Initial Usage Charge and Plant Investment Fees:

The Initial District and Town Usage Charges will apply until an adjustment is made and adopted by North Weld Board as set forth in Section 9 of this Agreement. The Plant Investment Fees are one-time fees applicable to this Agreement only and are to be paid by the Town within 30 days of the Effective Date of this Agreement. The District and Town Usage Charges and Plant Investment Fees are as follows:

USAGE CHARGES AND PLANT INVESTMENT FEES FOR THIS AGREEMENT

Charge	Value
District Unit Fee Definitions	
Initial District Usage Charge, subject to change annually	\$4.75 per 1,000 gallons
District Base Fee for this agreement only	\$9,500 per ASPIT
District Distance Fee for this agreement only	\$300 per mile per ASPIT with minimum of 5 miles (\$1,500 per ASPIT)
Wholesale Discount Rate	25%
Town Unit Fee Definitions with Wholesale Discount Rate applied	
Initial Town Usage Charge, subject to change annually	\$3.56 per 1,000 gallons
Town Base Fee for this agreement only	\$7,125 per ASPIT
Town Distance Fee for this agreement only	\$225 per ASPIT per mile with minimum of 5 miles (\$1,125 per ASPIT)
Summary of Plant Investment Fees for this Agreement	
Total Miles to MM#2 ¹⁰	5 Miles
Base Fee ¹¹	\$2,650,500
Distance Fee ¹²	\$418,500
Total Plant Investment Fees (TPIF) ¹³	\$3,069,000

The Base Portion of the Plant Investment Fee is determined primarily from the estimated costs for constructing additional filter plant capacity, storage facilities and transmission lines which deliver water to the Tank 1 Facilities of North Weld.

The Distance Portion of the Plant Investment Fee is determined primarily from the estimated costs for constructing additional service facilities to deliver water from the Tank 1 Facilities located at

¹⁰ All fees are applied to MM#2. There are a total of 5 miles from Tank 1 to MM#2. See Exhibit E for map of mileage.

¹¹ Base Fee = (Town Base Fee) (ASPIT); (\$7,125) (372) = \$2,650,500

¹² Distance Fee = (Total Miles) (Town Distance Fee) (ASPIT); (5) (225) (372) = \$418,500

¹³ TPIF = Base Fee + Distance Fee; \$2,650,500 + \$418,500 = \$3,069,000

the intersection of Colorado State Highways 257 & 14 to the customer. This portion of the Plant Investment Fee is calculated for the customer with a proportional relationship to the distance from the customer's meter location to the Tank 1 Facilities.

EXHIBIT C
TOWN SERVICE AREA
As of Effective Date

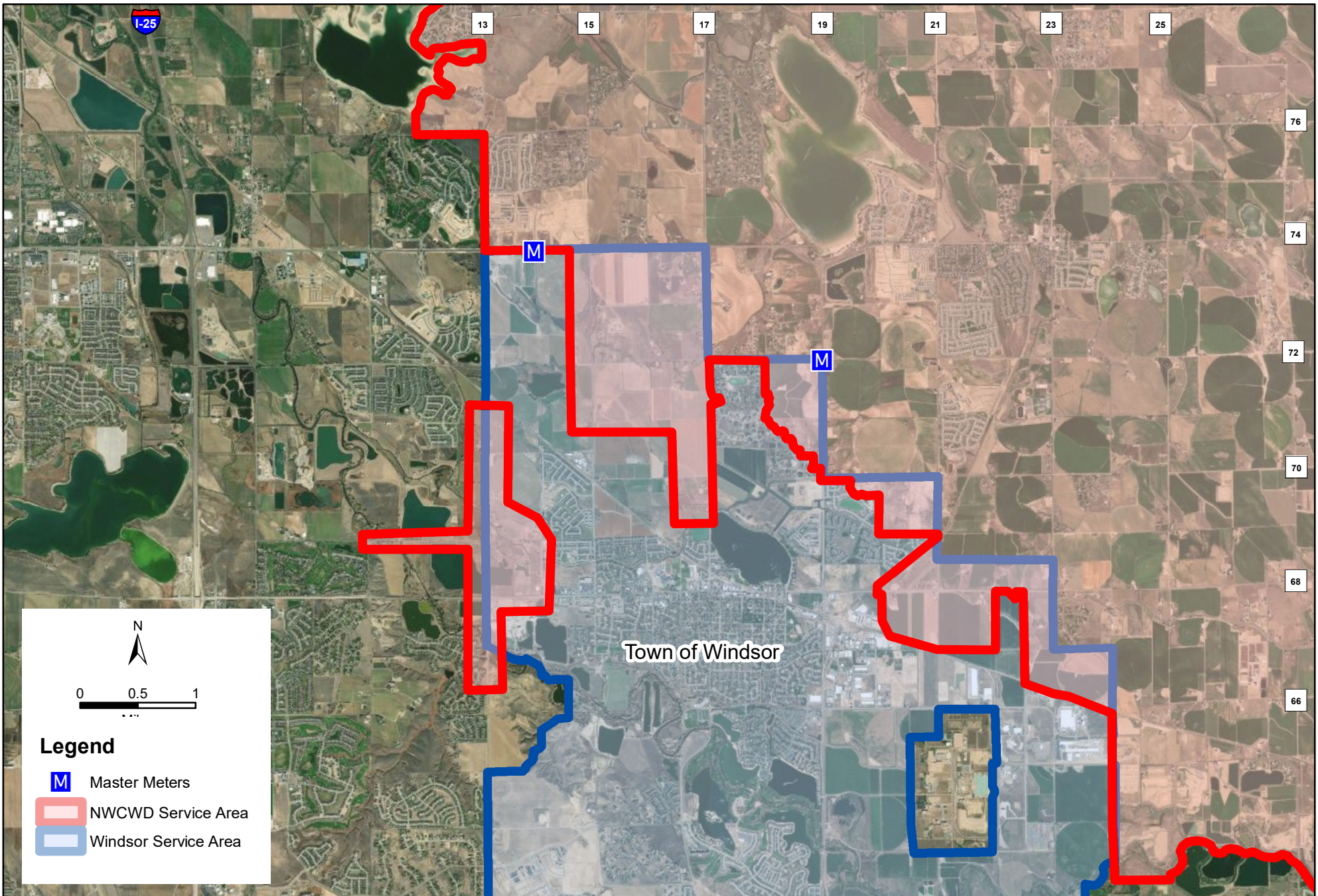
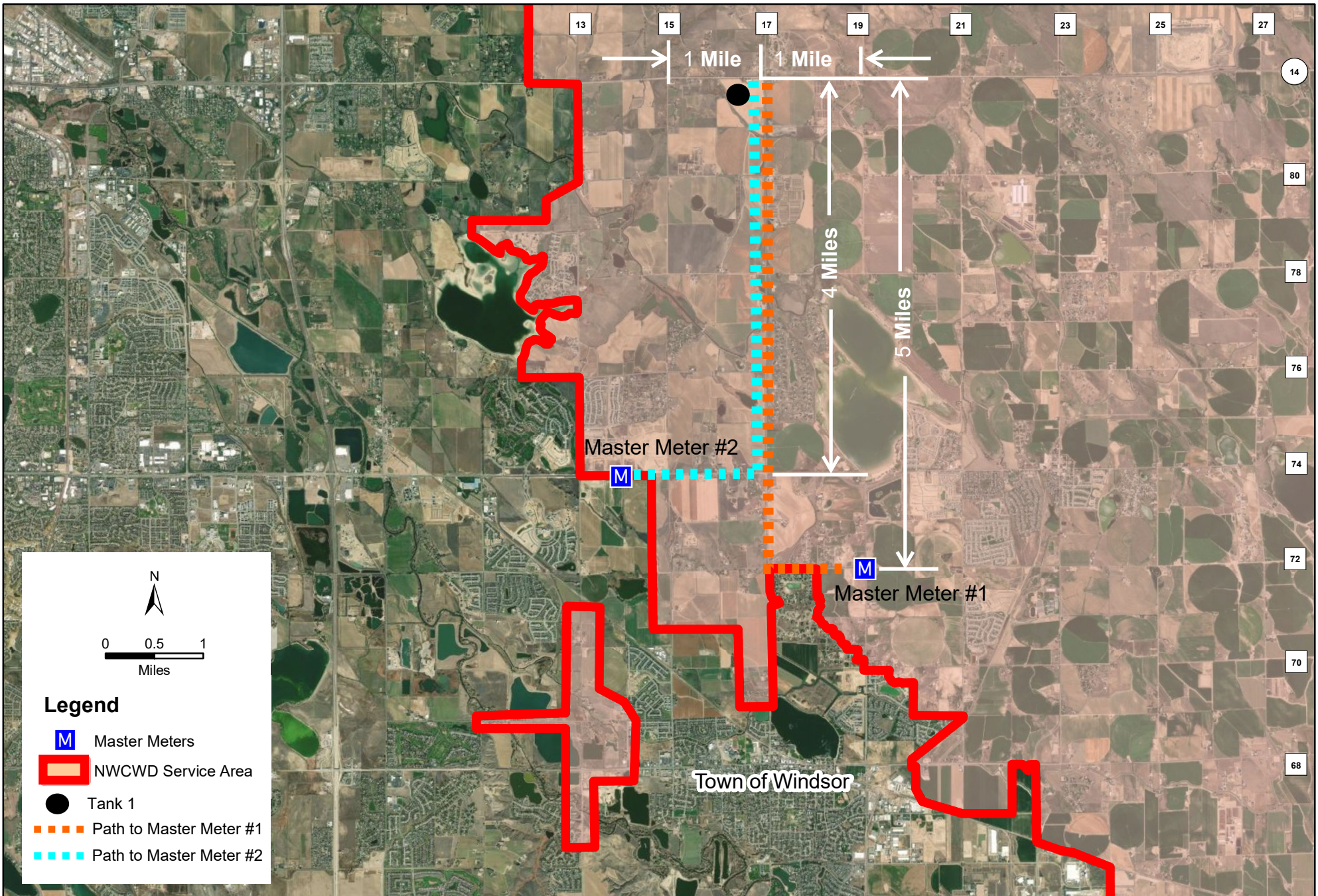


EXHIBIT D
RESERVED FOR FUTURE USE

EXHIBIT E
Map of Mileage



**NORTH WELD COUNTY WATER DISTRICT
TOWN OF WINDSOR POTABLE WATER SERVICE AREA
EXHIBIT E**





MEMORANDUM

Date: March 18, 2024
To: Mayor and Town Board
From: Daniel Money, Town Attorney
Re: Consideration of a Contract Extension for Ally Utility Consulting, LLC and Operation of Cobb Lake Regional Water Treatment Authority - D. Money, Town Attorney
Item #: B.2.

Background / Discussion:

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:

1. First Amendment IGA Regional CLRWTA Consultant Cost-Sharing

**FIRST AMENDMENT TO
AGREEMENT FOR SHARED CONSULTANT COST-SHARING
(Regional Water Treatment Plant)**

This First Amendment to Agreement for Shared Consultant Cost-Sharing (“First Amendment”) is entered into this ____ day of March, 2024, between and among the TOWN OF WINDSOR, a Colorado home rule municipality (“Windsor”), the TOWN OF SEVERANCE, a Colorado home rule municipality (“Severance”), the TOWN OF EATON, a Colorado statutory municipality (“Eaton”) and the FORT COLLINS-LOVELAND WATER DISTRICT, quasi-municipal corporations and political subdivisions of the State of Colorado (“District”). Windsor, Severance, Eaton, and the District are collectively, referred to as the “Parties.”

RECITALS

WHEREAS, on or about October 24, 2022, the Parties entered into that certain Agreement for Shared Consultant Cost-Sharing (“Agreement”), concerning the retention of Ally Utility Consulting, LLC, a Colorado limited liability company (“Ally”), to provide the Parties with Program Management services and to share Ally’s Program Management costs in equal shares; and

WHEREAS, Ally initially estimated that the Program Management costs would total approximately \$200,000; and

WHEREAS, based on additional work and time, Ally has revised the cost estimate for the Program Management costs to \$240,000; and

WHEREAS, the Parties desire to approve Ally’s revised cost estimate and to continue to share the cost equally; and

WHEREAS, to effectuate the foregoing, the Parties desire to enter into this First Amendment to Agreement; and

WHEREAS, capitalized terms used herein not otherwise defined shall have the meaning set forth in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this First Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by reference.
2. Amendment. Paragraph C.3. of the Agreement is hereby deleted in its entirety and in its place inserted the following:

**FIRST AMENDMENT TO
AGREEMENT FOR SHARED CONSULTANT COST-SHARING**

C. COST-SHARING FOR ALLY PROGRAM MANAGEMENT SERVICES.

3. For purposes of estimation, the Parties agree that the cost of Ally's Program Management services is expected to total approximately \$240,000.00, with each party expected to tender \$60,000.00 for deposit into the Account. This figure will be the presumed cost allocation for Ally's Program Management services, unless the Parties later mutually agree to a different figure by written agreement. Each Party will seek the necessary authorization and approval for funding its allocated share under this sub-section, and each Party will tender its share (or the remainder of its share) on the date specified in Section C.2 above. Any surplus of funds held in the Account following conclusion of Ally's Program Management services will be returned to the Parties in proportion to their contributions as provided in this sub-section.

3. Effect of Amendment. Except as expressly provided in this First Amendment, the Agreement has not been amended, supplemented or altered in any way by this First Amendment and the Agreement shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this First Amendment, the provisions of this First Amendment will govern and control.

WHEREFORE, the Parties have affixed their signatures below, effective on the date first appearing above.

TOWN OF WINDSOR

By: _____
Shane Hale, Town Manager

TOWN OF SEVERANCE

By: _____
Nicholas Wharton, Town Manager

FORT COLLINS-LOVELAND WATER DISTRICT

By: _____
Chris Pletcher, General Manager

TOWN OF EATON

By: _____
Wesley LaVanchy, Town Administrator

**FIRST AMENDMENT TO
AGREEMENT FOR SHARED CONSULTANT COST-SHARING**

Page 2 of 2



MEMORANDUM

Date: March 18, 2024
To: Mayor and Town Board
From: Daniel Money, Town Attorney
Re: Establishing the Annual Salary for the Mayor, Mayor Pro Tem, and the Town Board Members of the Town of Windsor, Colorado - D. Money, Town Attorney
Item #: B.3.

Background / Discussion:

Section 3.6 of the Town's Home Rule Charter states that the compensation of Town Board Members and the Mayor shall be set by ordinance. The current compensation for the Town Board Member and Mayor were previously established in May 2015, by Ordinance No. 2015-1497. The Town Board wishes to increase the Mayor, Mayor Pro Tem and Board Member pay of future Mayor, Mayor Pro Tem and Board Members. The set pay for members starting on May 1, 2026 are \$18,000 for Mayor, \$15,000 for Mayor Pro Tem, and \$12,000 for all other Board Members. The provisions of the Ordinance will not affect the compensation being paid to current electeds in these positions.

Financial Impact:

Salary increase in 2026 budget.

Relationship to Strategic Plan:

Planning for strategic growth and a vibrant and healthy economy.

Recommendation:

CC:

Attachments:

1. 2024 Ordinance Town Board and Mayor Compensation

TOWN OF WINDSOR
ORDINANCE NO. 2024-

AN ORDINANCE ESTABLISHING THE ANNUAL SALARY FOR THE MAYOR, MAYOR PRO TEM, AND THE TOWN BOARD MEMBERS OF THE TOWN OF WINDSOR, COLORADO

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

WHEREAS, Section 3.6 of the Town’s Home Rule Charter states that the salary and benefits of the Mayor and the Town Board Members shall be set by ordinance; and

WHEREAS, the current salaries for the Mayor and the Town Board Members were previously established in May 2015 by Ordinance No. 2015-1497; and

WHEREAS, the Town Board wishes to increase the salary of future Mayor, Mayor Pro Tem, and Board Members; and

WHEREAS, the provisions of the Ordinance will not affect the salary amounts for the current Mayor, Mayor Pro Tem, and Town Board Members through their current terms of office; and

WHEREAS, the increased salary for the Mayor, Mayor Pro Tem, and the Town Board will take effect May 1, 2026; and

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

Section 1. Starting May 1, 2026, the Mayor’s annual salary shall be \$18,000, payable in quarterly increments of \$4,500 per quarter.

Section 2. Starting May 1, 2026, the Mayor Pro Tem’s annual salary shall be \$15,000, payable in quarterly increments of \$3,750 per quarter.

Section 3. Starting May 1, 2026, the remaining, non-Mayor or Mayor Pro Tem, Town Board Member’s annual salaries shall be \$12,000 each, payable in quarterly increments of \$3,000 per quarter.

Section 4. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance are hereby repealed, only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Introduced, passed on first reading, and ordered published this ____ day of ____ 2024.

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]

Introduced, passed on second reading, and ordered published this ____ day of ____ 2024.

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]



MEMORANDUM

Date: March 18, 2024
To: Mayor and Town Board
From: Paul Rennemeyer, Mayor
Re: Severance High School After Prom Donation - P. Rennemeyer, Mayor
Item #: B.4.

Background / Discussion:

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:



FUTURE TOWN BOARD MEETINGS

March 25, 2024 5:30 p.m.	Town Board Work Session Meet the Board – New Employees Facility Study Discussion Hauler Licensing
March 25, 2024 7:00 p.m.	Town Board Regular Meeting
April 1, 2024 5:30 p.m.	Town Board and Planning Commission Joint Work Session Windsor Downtown Alliance – Downtown Master Plan
April 8, 2024 5:00 – 5:30 p.m. 5:30 p.m.	Town Board Work Session Arbor Day Poster Contest Recognition (Main Park) Board/Manager/Attorney Monthly Meeting Fleet EV Study Windsor Housing Authority Fee Waiver Restructuring
April 8, 2024 7:00 p.m.	Town Board Regular Meeting
April 15, 2024 5:30 p.m.	Town Board Work Session New Police Department Tour (new/old board members)
April 22, 2024 5:30 p.m.	Town Board Work Session Community Survey Results
April 22, 2024 7:00 p.m.	Town Board Regular Meeting
April 29, 2024	Canceled – 5 th Monday
May 6, 2024 5:30 p.m.	Town Board Work Session Elected Official Training with Sam Light from CIRSA IT Orientation (Cybersecurity, Technology)
May 13, 2024 5:30 p.m.	Town Board Work Session Board/Manager/Attorney Monthly Meeting
May 16 & 17, 2024	Town Board Strategic Plan Retreat Sylvan Ranch, Loveland, CO
May 20, 2024 5:30 p.m.	Town Board Work Session
May 27, 2024	Canceled – Memorial Holiday

June 3, 2024 5:30 p.m.	Town Board Work Session
June 10, 2024 5:30 p.m.	Town Board Work Session Board/Manager/Attorney Monthly Meeting
June 10, 2024 7:00 p.m.	Town Board Regular Meeting
June 17, 2024 5:30 p.m.	Town Board Work Session
June 24, 2024 5:30 p.m.	Town Board Work Session
June 24, 2024 7:00 p.m.	Town Board Regular Meeting
July 1, 2024 5:30 p.m.	Town Board Work Session
July 8, 2024 5:30 p.m.	Town Board Work session Board/Manager/Attorney Monthly Meeting
July 8, 2024 7:00 p.m.	Town Board Regular Meeting
July 15, 2024 5:30 p.m.	Town Board Work Session
July 22, 2024 5:30 p.m.	Town Board Work Session
July 22, 2024 7:00 p.m.	Town Board Regular Meeting
July 29, 2024	Canceled for the 5 th Monday

Future Work Session Topics

- Budget: August 5th – Revenue Estimates
- Budget: September 9th – Staffing Needs
- Budget: September 16th – Capital Improvement Projects
- Budget: October 5th (Saturday) – Operating Requests
- Budget: October 21st – Utility Rates for 2025
- Budget: Work Session – Budget Wrap-Up/Revisions



MEMORANDUM

Date: March 18, 2024
To: Mayor and Town Board
From: Carlin Malone, Chief Planner
Re: Public Hearing - An Ordinance Amending Portions of Windsor Municipal Code, Chapter 14, Article II, Concerning Comprehensive Plan Adoption Procedures
Item #: C.1.

Background / Discussion:

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:

1. Ord. 2024-1696 - Amending Comp Plan Adoption Procedures
2. Staff Memo - Land Use Code Update - Comp Plan Procedures
3. Staff Powerpoint - Land Use Code Update - Comp Plan Procedures

TOWN OF WINDSOR

ORDINANCE NO. 2024-1696

AN ORDINANCE AMENDING PORTIONS OF WINDSOR MUNICIPAL CODE, CHAPTER 14, ARTICLE II, CONCERNING COMPREHENSIVE PLAN ADOPTION PROCEDURES

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

WHEREAS, the Town has deemed it to be in the best interests of the health, safety, and welfare of the residents of Windsor to keep the content of the Windsor Municipal Code (“Code”) current by making certain corrections and amendments from time to time; and

WHEREAS, Colorado Revised Statute Sec. 31-23-206 requires the Planning Commission to make and adopt a master plan for the physical development of the municipality, subject to the approval of the Town Board; and

WHEREAS, Code Sec. 2-7-20 establishes the functions and duties of the Planning Commission, including the preparation and maintenance, subject to periodic revisions, a master plan, otherwise known within the Town as the “Comprehensive Plan”; and

WHEREAS, this amendment serves to promote the public health, safety, and welfare of the Town.

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

Section 1. Table 14-2-10(a) within Code Sec. 14-2-10(a) concerning Comprehensive Plan Amendment is hereby amended and shall read as follows:

.....

Compre- hensive Plan Amend- ment	Sec. 14-2-200			R	D [*]	R [*]		M
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.....

Section 2. Code Sec. 14-2-200 concerning Comprehensive Plan Amendment is hereby amended and shall read as follows:

14-2-200. - Comprehensive plan amendment.

The Planning Commission may amend, supplement, change or repeal the Comprehensive Plan and Land Use map boundaries set forth in this Code, after public hearing, thereon at which parties in interest and citizens shall have an opportunity to be heard. At least fifteen (15) days' notice of the time and place of such hearing shall be published in a newspaper of general circulation. **The Comprehensive Plan and Land Use Map, and/or any amendments thereto, shall be presented to the Town Board for approval by Resolution.**

Section 3. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance are hereby repealed, only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Introduced and passed on first reading and ordered published this March 18, 2024.

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]

Passed on second reading, and ordered published this March 25, 2024.

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]



MEMORANDUM

Date: March 18, 2024
To: Mayor and Town Board
From: Carlin Malone, Chief Planner
Via: Scott Ballstadt, Director of Planning
Re: An Ordinance Amending Portions of Town of Windsor Municipal Code, Chapter 14, Article II, Concerning Comprehensive Plan Adoption Procedures

Background / Discussion

Chapter 14 of the Town's Municipal Code, is one of four chapters that make up the Town's Land Use Code (Chapters 14-17), updated in February 2021. Chapter 14, Article II, addresses land use application and comprehensive plan procedures. Historically, the Town's Planning Commission has adopted the Town's Comprehensive Plan and its subsequent updates, consistent with Colorado State Statute (C.R.S. Sec. 31-23-206) which requires a municipality's planning commission to create and adopt, as well as amend periodically, the municipality's comprehensive plan (also known as a master plan, per C.R.S). This process is also consistent with the Town's Municipal Code, Section 2-7-20, which establishes the functions and duties of the Planning Commission. This includes the creation, adoption, and periodic updates of the Town's Comprehensive Plan.

With the land use code update of 2021, the Town's Comprehensive Plan process was amended to include a recommendation from Town Board to the Planning Commission regarding the adoption of the Town's Comprehensive Plan. The amended process has proven to be problematic, as described herein.

Summary of Recommendation

Per C.R.S., a municipality's governing body (in this case, Town Board) may approve or endorse the planning commission's adoption of a comprehensive plan. On March 6, 2024, the Planning Commission forwarded to the Town Board a recommendation of approval of the ordinance amending portions of Chapter 14, Article II, which will update the procedure to the Planning Commission's adoption of the plan, followed by Town Board approval.

Planning Commission Meeting Summary

On March 6, 2024, the Planning Commission considered the proposed ordinance. There was no discussion on the item from the Commission and no public comment received. The Commission voted unanimously (7-0) to forward a recommendation of approval to the Town Board.

Additional Background

In the last few years, several land use applications proposing an amendment to the Town's Comprehensive Plan (Land Use Map) were submitted by developers under this new process. The updated process proved to be problematic or confusing for all users, as this process did not follow the standard process of a recommendation from Planning Commission, followed by Town Board action. This has been problematic because a comprehensive plan/land use map amendment application is typically accompanied by at least one other quasi-judicial land use application (i.e., rezone and/or master plan) and cannot be processed concurrently with applications following the standard land use application process.

As such, Town Board has requested this process reflect the Planning Commission's adoption of the Town's Comprehensive Plan first, followed by Town Board approval. The attached ordinance reflects the update in the land use code procedures chart, as well as text. The following page illustrates the changes with strikeouts for deleted text, bold for added text, and is highlighted.

Below is an overview of the sections proposed for amendments:

Section 1 §14-2-10– Land Use Application Procedures Table 14-2-10(a)

Existing table:

ARTICLE II - Procedures								
Sec. 14-2-10. - General—All applications.								
(a) Applications and Fees.								
(1) General. Applications and land use procedures shall be processed in accordance with Table <u>14-2-10(a)</u> and this Chapter.								
Table <u>14-2-10(a)</u> Land Use Application Procedures								
Application Type	Code Section	Neighbor- hood meeting	Concept Review Meeting	Decision Maker				Vote
				Director	PC	TB	BOA	
Accessory Dwelling Unit	<u>Sec. 14-2-100</u>		□	D			A*	
Annexation	<u>Sec. 14-2-30</u>	☑	□	R	R*	D*		S
Appeals	<u>Sec. 14-2-180</u>			Refer to <u>section 14-2-180</u>				S
Code Amend- ment	<u>Sec. 14-2-190</u>			R	R*	D*		S
Compre- hensive Plan Amend- ment	<u>Sec. 14-2-200</u>			R	D*	R*		M

Proposed change to table: Striking decision maker and vote area (below in yellow) and maintaining the link to the relative section addressing the comprehensive plan process:

Comprehensive Plan Amendment	Sec. 14-2-200			R	D*	R*		M
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Section 2

§14-2-200. – Comprehensive plan amendment.

The Planning Commission may amend, supplement, change or repeal the Comprehensive Plan and Land Use map boundaries set forth in this Code, after public hearing, thereon at which parties in interest and citizens shall have an opportunity to be heard. At least fifteen (15) days' notice of the time and place of such hearing shall be published in a newspaper of general circulation. **The Comprehensive Plan and Land Use Map, and/or any amendments thereto, shall be presented to the Town Board for approval by Resolution.**

Notification of Public Hearing

Notification of the land use code update was in accordance with the Town Code, requiring notification at least ten (10) days prior to the public hearing:

- Posted on the Town website ~ February 20, 2024
- Advertised in the local newspaper (Greeley Tribune) ~ February 23, 2024

Land Use Code Update Schedule

- Town Board public hearing to consider the Planning Commission recommendation and first reading of the ordinance on March 18, 2024.
- Town Board public meeting and second reading of the ordinance on March 25, 2024.
- Effective date of the ordinance on April 4, 2024.



An Ordinance Amending Land Use Code:

Comprehensive Plan Adoption Procedures §14-2-10(a) & §14-2-200

Town Board ~ March 18, 2024

*Carlin Malone, Chief Planner
Planning / Community Development*



Land Use Code Update – Background

February 2021 – Land Use Code Update (Chapters 14-17)

- **Subsequent updates**

Prior to 2021: Planning Commission adopted Comprehensive Plan

With 2021 update and modification of procedures:

- **Town Board recommendation to Planning Commission concerning adoption of Comprehensive Plan**

Amendment: Planning Commission adoption, followed by Town Board approval



§14-2-10(a) – Land Use Application Procedures Table.

ARTICLE II - Procedures

Sec. 14-2-10. - General—All applications.

- (a) Applications and Fees.
- (1) General. Applications and land use procedures shall be processed in accordance with Table [14-2-10\(a\)](#) and this Chapter.

EXPAND

Table 14-2-10(a) Land Use Application Procedures								
Application Type	Code Section	Neighbor-hood meeting	Concept Review Meeting	Decision Maker				Vote
				Director	PC	TB	BOA	
Accessory Dwelling Unit	Sec. 14-2-100		☐	D			A*	
Annexation	Sec. 14-2-30	☑	☐	R	R*	D*		S
Appeals	Sec. 14-2-180			Refer to section 14-2-180				S
Code Amend-ment	Sec. 14-2-190			R	R*	D*		S
Compre-hensive Plan Amend-ment	Sec. 14-2-200			R	D*	R*		M





§14-2-200. – Comprehensive plan amendment.

The Planning Commission may amend, supplement, change or repeal the Comprehensive Plan and Land Use map boundaries set forth in this Code, after public hearing, thereon at which parties in interest and citizens shall have an opportunity to be heard. At least fifteen (15) days' notice of the time and place of such hearing shall be published in a newspaper of general circulation. **The Comprehensive Plan and Land Use Map, and/or any amendments thereto, shall be presented to the Town Board for approval by Resolution.**



Notification & Public Hearings

Notification of public hearings in accordance with Town Code:

- **Advertisement in Greeley Tribune on February 23, 2024.**
- **Posted on Town website on February 20, 2024.**

Public Hearing / Meeting Schedule and Effective Date:

1. **Planning Commission public hearing and recommendation to Town Board ~ March 6, 2024.**
2. **Town Board public hearing and first reading of ordinance ~ March 18, 2024.**
3. **Town Board public meeting and second reading of ordinance ~ March 25, 2024.**
4. **Effective date ~ April 4, 2024.**



Planning Commission Recommendation & Record

At their March 6, 2023 meeting, the Planning Commission forwarded to the Town Board a recommendation of approval of the ordinance amending Chapter 14 concerning Comprehensive Plan adoption procedures.

Staff requests that the following be entered into the record:

- **Ordinance**
- **Staff memorandum**
- **Public testimony during the public hearing**
- **Planning Commission recommendation**

Land Use Code Amendments proposed:

- §14-2-10(a) – Land Use Applications Procedures Table.
- §12-2-200. – Comprehensive plan amendment.



Questions / Thank you

*Town Board
March 18, 2024*



MEMORANDUM

Date: March 18, 2024
To: Mayor and Town Board
From: Carlin Malone, Chief Planner
Re: Ordinance 2024-1696 - An Ordinance Amending Portions of Windsor Municipal Code, Chapter 14, Article II, Concerning Comprehensive Plan Adoption Procedures
Item #: C.2.

Background / Discussion:

Please refer to public hearing item materials.

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

At their meeting of March 6, 2024, the Planning Commission forwarded to the Town Board a recommendation of approval of the ordinance amending portions of Windsor Municipal Code Chapter 14, Article II, Concerning Comprehensive Plan Adoption Procedures.

CC:

Attachments:



MEMORANDUM

Date: March 18, 2024
To: Mayor and Town Board
From: Sandra Mezzetti, Senior Planner
Re: Public Hearing - Conditional Use Permit to allow a temporary office trailer - Great Western Industrial Park Subdivision 10th Filing, Block 1, Lot 2 (31880 Great Western Drive) - Intersand America, property owner; Joel Laroche, Intersand America, applicant
Item #: C.3.

Background / Discussion:

The applicant, Intersand America, represented by Mr. Joel Laroche, is requesting a Conditional Use Permit (CUP) to allow one temporary office trailer in the Heavy Industrial (HI) zone district for one (1) year with the ability to extend one (1) additional year.

A conditional use permit is required because the proposed temporary use is not specifically included as a use-by-right in any zoning district per Section 14-2-130(a) of the Town's Municipal Code, Conditional Use Permit Applicability. The applicant is requesting allowance for a temporary office trailer while the company implements new Enterprise Resources Planning software. The implementation process requires an additional 8-9 people and the current office is not large enough to accommodate the additional people.

Conditional Use Permit Review Criteria

Section 14-2-130(c) of the Municipal Code outlines the factors to be evaluated prior to the granting of a conditional use

1. The proposal complies with the Comprehensive Plan's goals and objectives, this Code, and all other applicable adopted plans or policies.

The 2016 Comprehensive Plan does not address temporary office trailers.

2. The proposed development does not result in undue or unnecessary burdens on the existing public infrastructure and public improvements, or that arrangements are made to mitigate such impacts.

The proposed temporary office trailer does not require any public infrastructure or public improvements. The temporary office trailer will temporarily be using power from the existing facility. No other utilities will be required. Restroom facilities are located in the existing facility

3. The proposal shall demonstrate compatibility with adjacent uses. Compatibility may be achieved through a number of methods, including but not limited to: building placement and orientation, transitions in density or height, screening, and/or landscape buffers.

The proposed temporary office trailer will be located approximately twenty-five feet east of the existing office and is setback approximately 520' from Eastman Park Drive. The proposed location will have a minimal visual impact when viewed from Eastman Park Drive.

Notifications

- The following Planning Commission and Town Board public hearing notifications were completed in accordance with the Municipal Code:
- February 23, 2024 – property posted with a notification sign
- February 23, 2024 – legal notice posted on Town of Windsor website
- February 23, 2024 – affidavit of letter mailed to property owners within five hundred (500) feet

- February 23, 2024 – legal ad published in the newspaper

Planning Commission Meeting

At their March 6, 2024, Planning Commission meeting:

- There were no members of the public that spoke.
- The Planning Commission had follow-up questions regarding the actual time needed for the new software implementation. The applicant responded it would take approximately two to three months to complete the software update.
- Commissioner Reddick asked if they needed to extend one year, as shown in the conditions, would it be done administratively? Staff responded it would be an administrative process.

Financial Impact:

None

Relationship to Strategic Plan:

There are no relevant areas of the Strategic Plan regarding this type of temporary use.

Recommendation:

At their March 6, 2024, the Planning Commission forwarded to the Town Board a recommendation of approval of the conditional use permit to allow a temporary office trailer with the conditional timeline below:

- The conditional use of the temporary office trailer is permitted for one (1) year with the option to extend for one (1) additional year, which upon the arrival of, the applicant will be required to remove the trailer from the site.

CC:

Joel Laroche, Plant Manager, Intersand America

Attachments:

1. GWIP 10th-Application Materials
2. PH - CUG GWIP 10th - TB Staff Presentation

Application for Conditional Use Permit



(Please see Town of Windsor Fee Schedule for Application Fees)

To Be Completed by Applicant

(Type or print in black ink)

Street Address: 31880 GREAT WESTERN DR, WINDSOR, CO 80550

Lot: 2 Block: 1

Subdivision: _____

Conditional Use Permit approval is only valid for the applicant(s) who receive the original approval and is not transferable to subsequent occupants of the property.

Describe the non-conforming use or home occupation. Include activity description, average number of clients, need for parking, hours of operation, size of area to be used, justification of continuance of non-conforming use and result of any communication with neighbors. (Use back or additional sheets if necessary).

SEE APPENDIX 1

Windsor Municipal Code Section 14-2-130.

- Legible, accurate drawings (drawn to an appropriate scale, which cannot be smaller than 1" = 30') and specifications necessary for the proper consideration of this permit shall be submitted with this application.
- Conditional Use Permit evaluation criteria are detailed in Windsor Municipal Code Section 14-2-130.
- Notification requirements are detailed in Windsor Municipal Code Section 14-2-10(h).

Present use of land: <u>MANUFACTURING</u>	Size: <u>284,659 SF</u>
Present use of structure: <u>MANUFACTURING</u>	Size: <u>48,300 SF</u>
Proposed use of land: <u>MANUFACTURING</u>	Size: <u>284,659 SF</u>
Proposed use of structure: <u>ADDING TEMPORARY 12'X60' OFFICE TRAILER</u>	Size: <u>720 SF</u>

If this Conditional Use Permit is approved, I/We the undersigned, agree to comply with the Code of the Town of Windsor, Colorado and any other stipulations as determined by the Town Board. I hereby depose and state under penalties of perjury that the statements and information submitted herein and pertaining to this application are true and correct to the best of my knowledge.

Submitted this _____ day of _____, 20 ____

JOEL LAROCHE
Applicant (please print)

Joel Laroché
Applicant's Signature

Property Owner (please print)

[Signature]
Property Owner's Signature

205-864-2063
Phone (daytime) Fax _____

JLAROCHE@INTERSAND.COM
Email

Phone (daytime) Fax _____

Email

Applicant's Representative (if any)

Name: JOEL LAROCHE

Phone: _____ Fax: _____ Email: _____

Application for Conditional Use Permit

Project Description:

SEE ATTACHED DRAWINGS:

APPENDIX 2: APPROVED SITE PLAN

APPENDIX 3: LOCATION OF TEMPORARY OFFICE
TRAILER ON PROPERTY

APPENDIX 4: LAYOUT OF TRAILER

Revised August 2022

APPENDIX 1



Date: February 6, 2024

RE: Application for Conditional Use Permit

Description of the project

Intersand is implementing a new Enterprise Resources Planning software (ERP), namely SAP, in the entire company. This implementation will require a group of 8-9 people to work at our Windsor facility for a few weeks. Our current office is too small to accommodate this many people. Therefore, we need to rent a temporary 12'x60' office trailer that will be located next to our current office at 31880 Great Western Drive in Windsor, CO. See attached drawings.

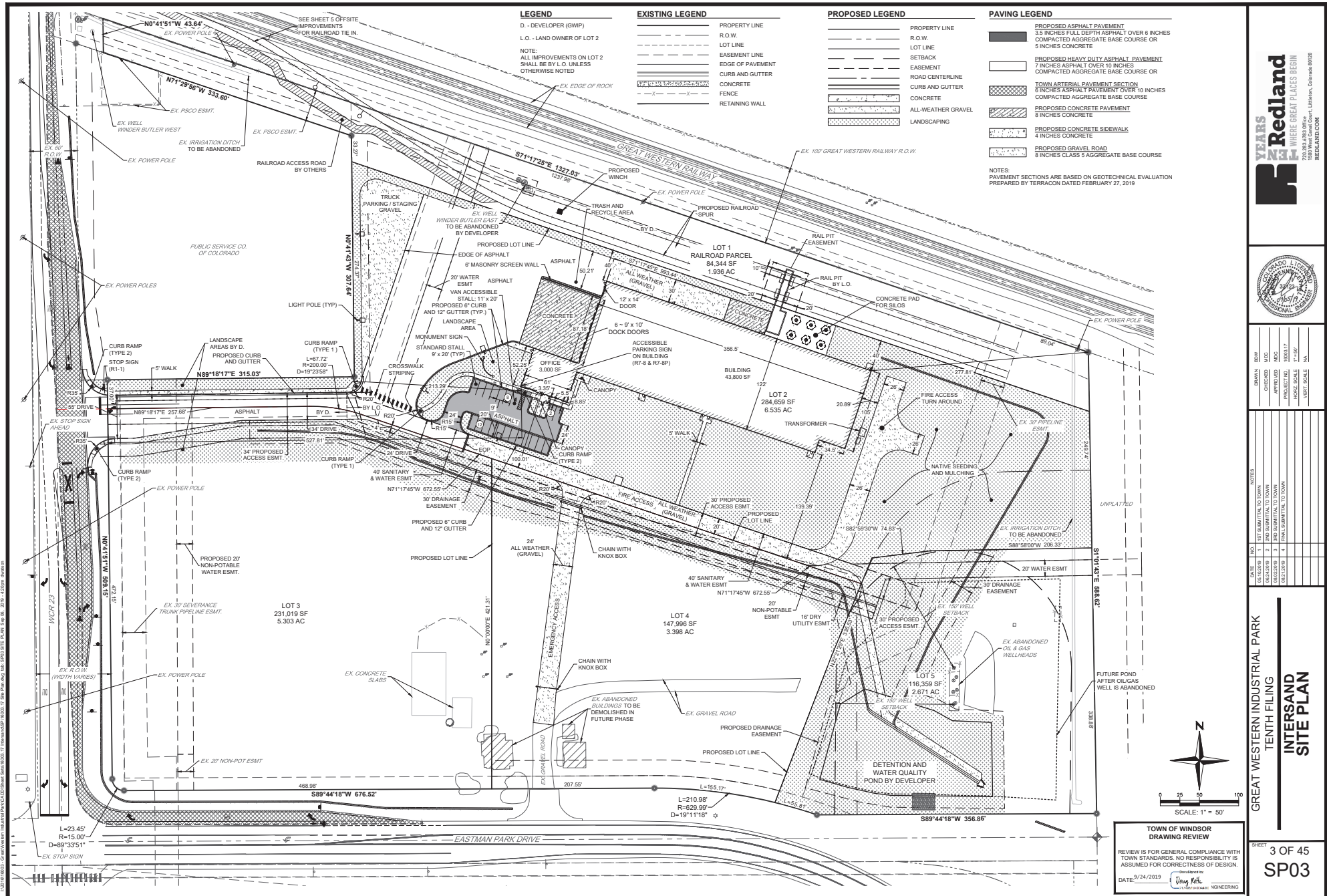
We plan on having this trailer at our facility from March 1 to June 15, 2024. The trailer will be using power from our manufacturing facility and no other utilities will be needed i.e. no water/sewer connections. The electrical work will be conducted by a licensed electrical contractor.

Please let me know if you have any questions.

Respectfully,

A handwritten signature in black ink that reads "Joel Laroche".

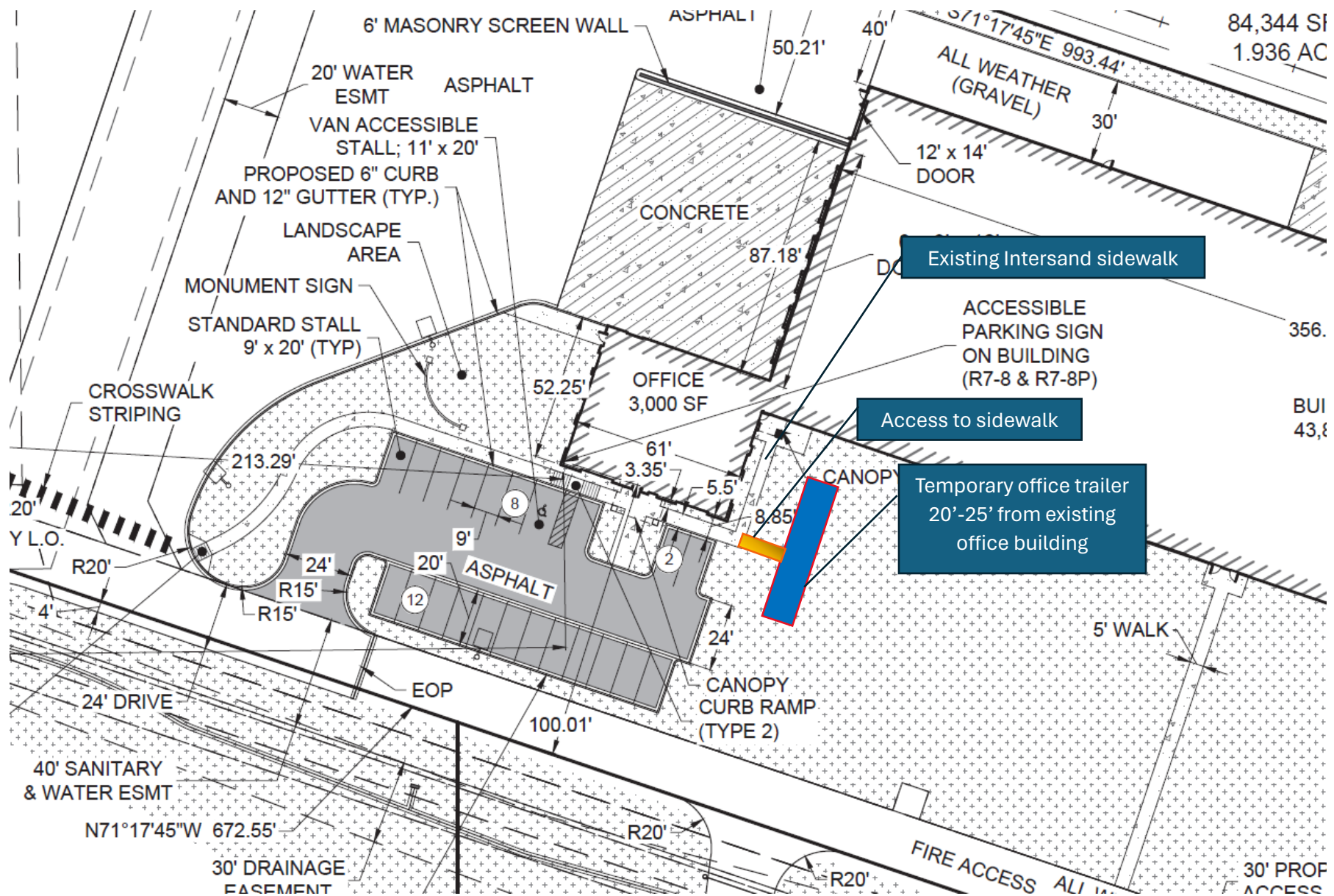
Mr. Joel Laroche
Plant Manager
(205-864-2063)



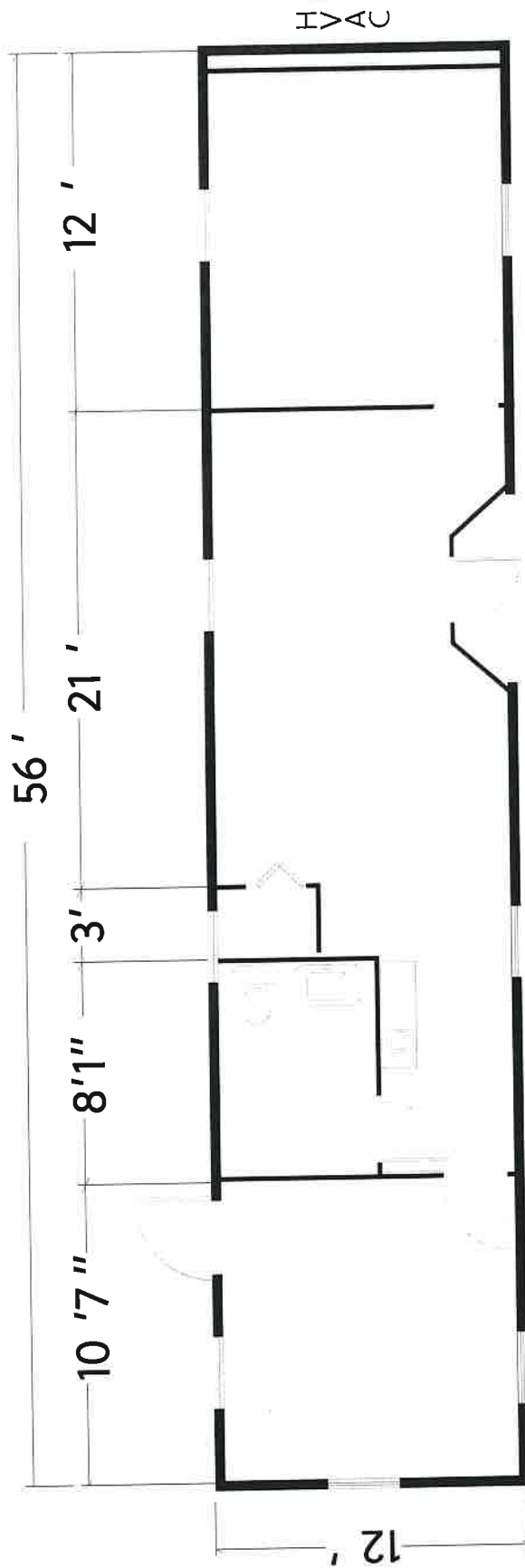
GREAT WESTERN INDUSTRIAL PARK
TENTH FILING
INTERSAND
SITE PLAN

3 OF 45
SP03

TOWN OF WINDSOR
DRAWING REVIEW
REVIEW IS FOR GENERAL COMPLIANCE WITH
TOWN STANDARDS. NO RESPONSIBILITY IS
ASSUMED FOR CORRECTNESS OF DESIGN.
DATE: 9/24/2019
By: [Signature]
Checked by: [Signature]



APPENDIX 4



- 12'x56' (672 sq. ft.)
- Allow 4' for nose (hitch)
- 2 private offices 1 common area
- 125 amp electrical service 120/240 volt, single phase, 3 wire, 60 hz
- Central heating and air conditioning
- Mansard roof
- 7/16" smart panel siding
- Commercial carpeting
- 1/2" vinyl covered gypsum walls
- 2-drawer locking filing cabinet
- Recessed commercial front door
- Rear exterior door with deadbolt and latch guard
- Vertical sliding windows with insect screens
- Mini blinds

Floor plans are not drawn to scale. There may be slight variations in floor plans, furnishings, and dimensions. Please call to confirm availability.



Conditional Use Permit

To allow a temporary Office Trailer in
the Heavy Industrial Zone District –
31880 Great Western Drive.

Sandra Mezzetti, Senior Planner

Town Board March 18, 2024



Conditional Use Permit

Article II of Chapter 14 of the Municipal Code outlines applicability of the conditional use permit process:

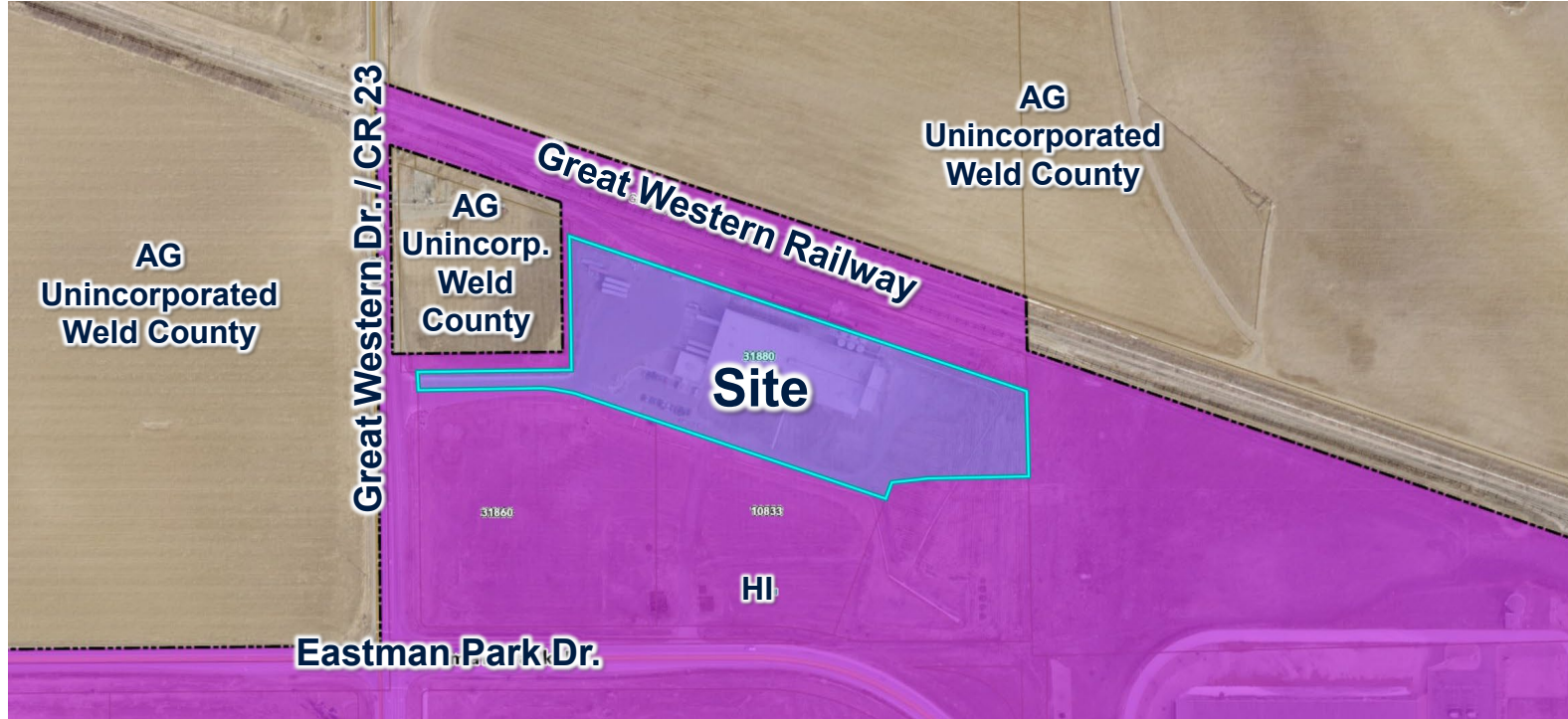
Section 14-2-130:

The conditional use classification is intended to allow consideration of uses which are unique in nature or character and, except as otherwise specifically provided in this Code, not specifically included as uses by right in any specific zoning districts.

Site Vicinity Map

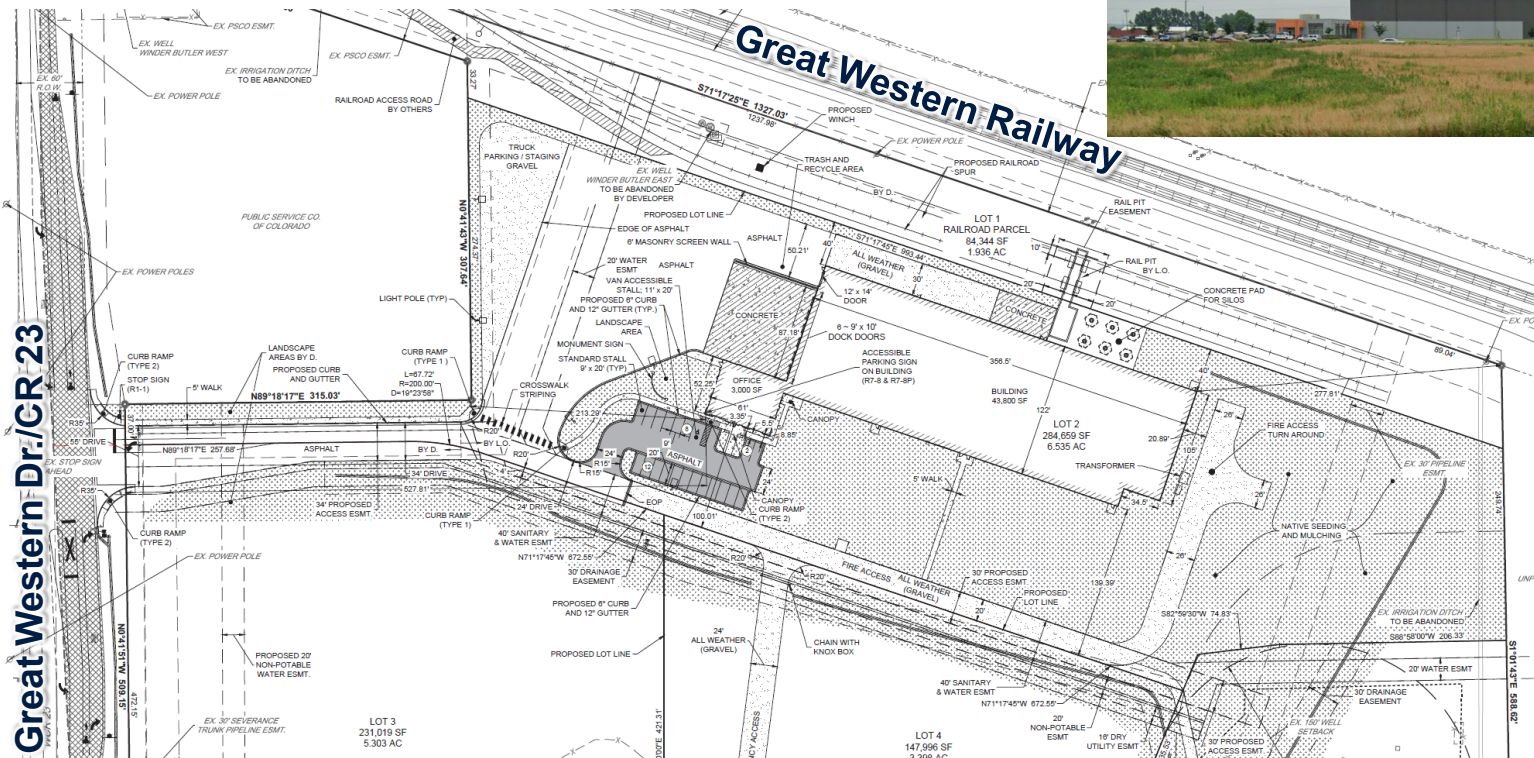


Zoning Map



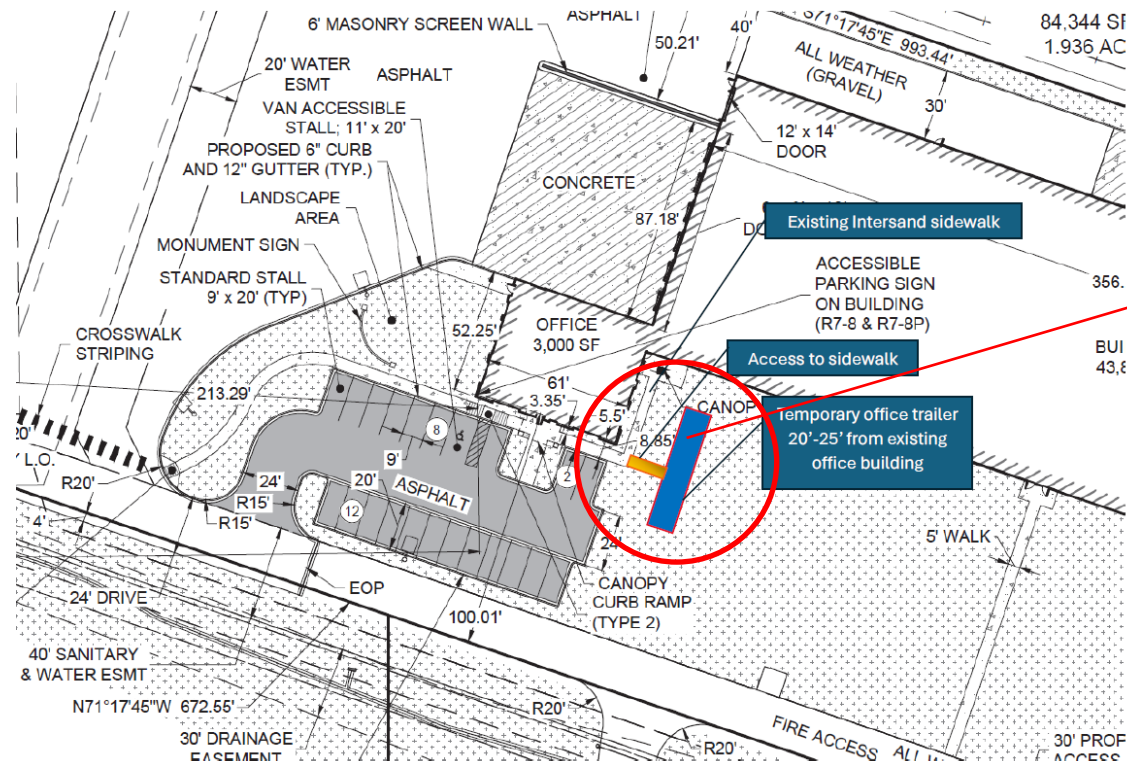


Existing Site Plan





Enlarged Site Plan – Proposed Location



Analysis

Section 14-2-130 of the Municipal Code outlines the review criteria to be evaluated prior to granting of a conditional use permit.

- 1. The proposal complies with the Comprehensive Plan's goals and objectives, this Code, and all other applicable adopted plans or policies.***

The 2016 Comprehensive Plan does not address temporary office trailers.

- 2. The proposed development does not result in undue or unnecessary burdens on the existing public infrastructure and public improvements, or that arrangements are made to mitigate such impacts.***

The proposed temporary office trailer does not require any public infrastructure or public improvements. The temporary office trailer will temporarily be using power from the existing facility. No other utilities will be required.

Analysis

3. ***The proposal shall demonstrate compatibility with adjacent uses. Compatibility may be achieved through a number of methods, including but not limited to: building placement and orientation, transitions in density or height, screening, and/or landscape buffers.***

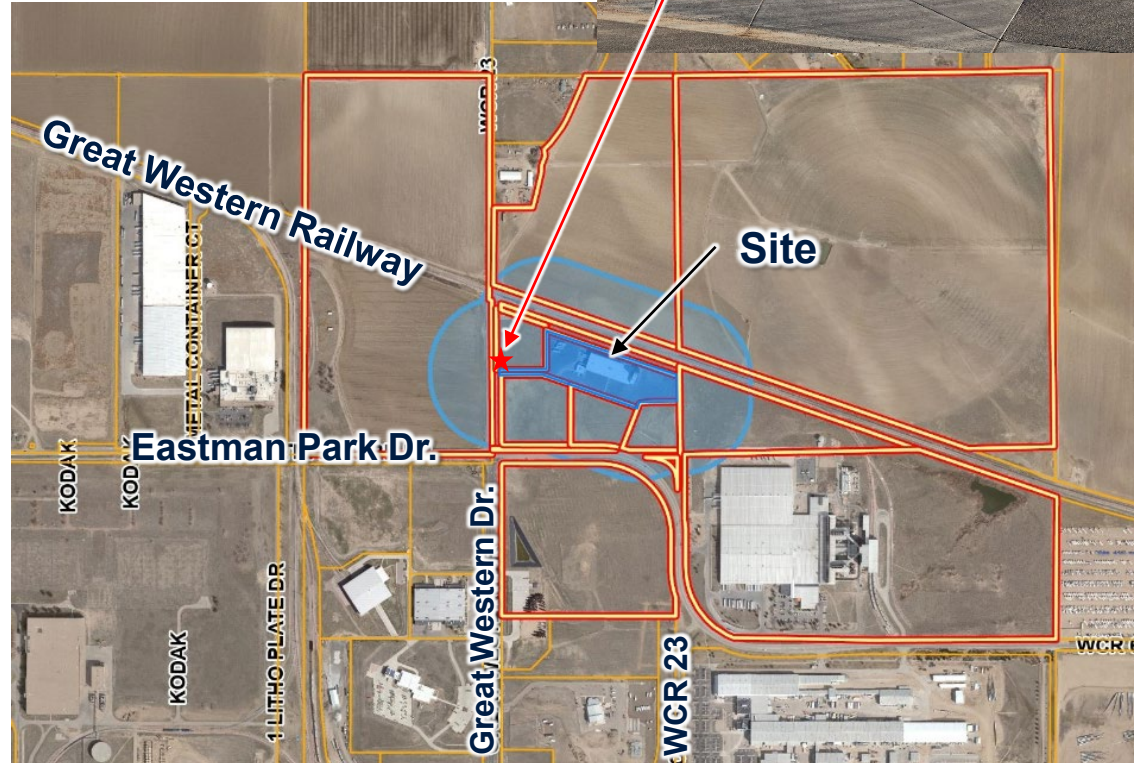
The proposed temporary office trailer will be placed approximately twenty-five feet east of the existing office and is setback approximately 520' from Eastman Park Drive. The proposed location will have a minimal visual impact when viewed from Eastman Park Drive.



Notification Area

Notifications for this meeting were as follows:

- February 23, 2024 – sign posted on property
- February 23, 2024 - Affidavit of mailing to property owners within 500 feet
- February 23, 2024 – posted on Town's website
- February 23, 2024 – published ad in newspaper





Recommendation

At their March 6, 2024, the Planning Commission forwarded to the Town Board a recommendation of approval of the conditional use permit to allow a temporary office trailer with the conditional timeline below:

- The conditional use of the temporary office trailer is permitted for one (1) year with the option to extend for one (1) additional year



Record

Staff requests that the following be entered into the record:

- Application and supplemental materials
- Staff memorandum and supporting documents
- Testimony received during the public hearing
- Staff recommendation



Approval Criteria

Sec. 14-2-130. – Review criteria for conditional use permit.

1. The proposal complies with the Comprehensive Plan's goals and objectives, this Code, and all other applicable adopted plans or policies.
2. The proposed development does not result in undue or unnecessary burdens on the existing public infrastructure and public improvements, or that arrangements are made to mitigate such impacts.
3. The proposal shall demonstrate compatibility with adjacent uses. Compatibility may be achieved through a number of methods, including but not limited to: building placement and orientation, transitions in density or height, screening, and/or landscape buffers.



Conditional Use Permit Questions

Thank you



MEMORANDUM

Date: March 18, 2024
To: Mayor and Town Board
From: Sandra Mezzetti, Senior Planner
Re: Approval of a Conditional Use Permit to allow a temporary office trailer - Great Western Industrial Park Subdivision 10th Filing, Block 1, Lot 2 (31880 Great Western Drive) - Intersand America, property owner; Joel Laroche, Intersand America, applicant
Item #: C.4.

Background / Discussion:

Please see the public hearing item for information.

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

At their March 6, 2024, the Planning Commission forwarded to the Town Board a recommendation of approval of the conditional use permit to allow a temporary office trailer with the conditional timeline below:

1. The conditional use of the temporary office trailer is permitted for one (1) year with the option to extend for one (1) additional year, which upon the arrival of, the applicant will be required to remove the trailer from the site.

CC:

Attachments:



MEMORANDUM

Date: March 18, 2024
To: Mayor and Town Board
From: Scott Ballstadt, Planning Director
Re: Public Hearing - Ordinance No. 2024-1697 Amending a Portion of Town of Windsor Municipal Code, Chapter 16, Article III, Concerning Regulation of Short-Term Rentals
Item #: C.5.

Background / Discussion:

Short-Term Rentals (STRs) have become a popular housing option for vacationers, business travelers, and people seeking a weekend get-a-way. Unfortunately, STRs can also have impacts on neighborhoods, community character and the availability of affordable housing. While STRs may have a positive impact on the local economy, particularly if a lodging tax were implemented, they can also have a negative impact on the affordable housing supply. The challenge is to strike a balance between reasonable regulations to preserve local housing markets, limit neighborhood impacts, boost tourism economies, and provide opportunities for homeowners to supplement their income.

Currently, the Town does not regulate the operation of STRs. Rather, any property owner operating an STR has been simply required to obtain a business/sales tax license through the Finance Department. However, it has recently come to the attention of the Town Board that the operation of STRs may be impacting adjacent property owners and neighborhoods, and Town Board instructed staff to amend Chapter 16 of the Municipal Code to implement regulations governing Short-Term Rentals. Over the course of several months, Planning staff and the Town Attorney's office researched regulations and procedures found in several Colorado communities. After reviewing a variety of different levels of regulation, staff developed talking points to review with the Town Board.

Staff met with the Town Board at work sessions on August 21, 2023 and September 25, 2023 to outline the key concerns regarding STRs in Town and incorporated into a draft ordinance. The Planning Commission and Town Board then held joint work sessions on December 11, 2023, and February 6, 2024, to review and discuss the ordinance. At the February 6th meeting, Town Board directed staff to move forward with public hearings and schedule the ordinance for consideration.

Letters with copies of the draft ordinance were mailed February 23rd to the fifteen STR hosts having business licenses on file with the Finance Department, and emails with the same information were sent to the VRBO and Airbnb platforms. It should be noted that the total number of Windsor STRs advertised online is estimated to be closer to 130 units; however, mailing information is not readily available without actually booking each STR or paying a third party service to "scrub" the internet for address and contact information.

March 6, 2024 Planning Commission Meeting

There were approximately 15 people in attendance at the Planning Commission meeting and several spoke regarding STRs. A good discussion followed, and the Planning Commission acknowledged several requests to revise the draft ordinance and incorporated many of the comments.

Financial Impact:

An application fee will be charged to offset review time required by staff to ensure the proposed STR is in compliance with the Municipal Code. Inspection fees will be also be collected for SAFEbuilt and Windsor Severance Fire Rescue inspections to ensure compliance with applicable building and fire

codes.

Relationship to Strategic Plan:

N/A

Recommendation:

At the March 6, 2024 regular meeting, Planning Commission forwarded to Town Board a recommendation of approval of the ordinance concerning regulation of Short-Term Rentals as presented.

CC:

Planning Department
Town Attorney's Office

Attachments:

1. Ord No 2024-1697 Short-Term Rentals
2. 3.18.24 Short-Term Rental Ordinance Slides
3. 2023 STR Application Template DRAFT

TOWN OF WINDSOR
ORDINANCE NO. 2024-1697

AN ORDINANCE AMENDING CHAPTER 16 OF THE WINDSOR MUNICIPAL CODE TO
ALLOW SHORT-TERM RENTALS AS A RESIDENTIAL USE

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

WHEREAS, the Town created and adopted the Windsor Municipal Code (“Code”) Chapters 14, 15, 16 and 17, known as the Windsor Land Use Code (“Land Use Code”); and

WHEREAS, Short-Term Rental (“STR”) properties are utilized by homeowners throughout the Town; and

WHEREAS, the Town has not yet adopted code requirements for the licensure and regulation of Short-Term Rentals; and

WHEREAS, for the purposes of health and safety of the inhabitants of Short-Term Rentals, the protection of surrounding neighboring properties and the protection of community character, the Town seeks to regulate this residential use; and

WHEREAS, the Town finds that the adoption of this Ordinance is necessary for the health, safety, and welfare of the residents.

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

Section 1. Chapter 16 of the Land Use Code is hereby amended to add regulations regarding Short-Term Rentals in Town limits. The new section shall read as follows:

Sec. 16-3-60.-Short-Term Rentals.

- (a) Intent. The intent of this article is to provide procedural requirements, regulations and fee schedule for a Short-Term Rental property. This article ensures that Short-Term Rentals, also known as STRs, are operated in a manner that is compliant with all applicable rules, laws, and regulations, as well as to ensure it is compatible with the surrounding neighborhood and protects the overall community character.
- (b) The provisions set forth in this article shall only apply to Short-Term Rental properties, as defined within the Land Use Code. This article shall not apply to the furnishing of lodging services in hotels, motels, resort lodge cottages, bed and breakfast establishments, timeshares/fractional ownership units within a building or to properties with leases that exceed thirty (30) days or more.
- (c) Definition. Short-Term Rental means a dwelling unit, within a residentially zoned property, that is rented for a period of twenty-nine (29) consecutive days or less.

- (1) Short-Term Rentals, that are owned in fee-simple by an individual property owner or corporate entity, shall be allowed in the following dwelling types (as defined by the Land Use Code), and are subject to fire and building code compliance: (a) single-family detached and attached residences; (b) multi-family condominiums; and (c) accessory dwelling units.
- (d) General Provisions. Short-Term Rentals are only allowed in zone districts that allow residential uses in accordance with the requirements of the underlying residential zone and subject to the following conditions:
- (1) Business License and Short-Term Rental Permit Required. It shall be unlawful to offer, provide, or operate a Short-Term Rental in the Town of Windsor without obtaining a business license and a Short-Term Rental Permit from the Town, through the department(s) tasked with oversight and enforcement. A Short-Term Rental Permit shall only be issued to a natural person, whose name appears on the property deed or a corporate entity.
 - (2) Application. Before any permit under this article is issued, an application for Business License and Short-Term Rental Permit shall be submitted to the Finance Department and Community Development Department – Planning. All applications shall be made upon forms provided by the Community Development Department. The Community Development Department may require additional documentation associated with the application as necessary to enforce the requirements of this article.
 - (3) Short-Term Rental Permit Application Fee. Before any permit under this article is issued, an applicant for a Short-Term Rental Permit must pay a Short-Term Rental application fee which has been determined necessary by the Town to offset costs associated with Short-Term Rental regulation. This fee may be reasonably adjusted by the Director of Finance or their designee.
 - (4) Compliance with Restrictive Covenants. If the parcel upon which a Short-Term Rental is proposed falls within the jurisdiction of a homeowners' association or similar covenant-based property owners' association, the requirements of this Section shall be considered minimum requirements. Any such association shall have the right to lawfully adopt more stringent standards for Short-Term Rentals, including the outright prohibition of Short-Term Rentals, for any parcel within the regulatory authority of such association.
 - (5) Compliance with State and Federal Laws. All Short-Term Rentals must comply with applicable state and federal laws.
 - (6) Insurance Required. It shall be unlawful to operate a Short-Term Rental without fire, hazard and liability insurance coverages, which limits are set by the Town. Proof of insurance will be required prior to issuance of the permit. The Town shall not be held liable.

- (7) Owner or Property Management Information for Emergency Contact. The owner or property manager shall have access and authority to assume management of the Short-Term Rental, take remedial measures, and to accept service on behalf of the owner. The owner or property manager shall be available twenty-four (24) hours per day, seven (7) days per week to respond to complaints, issues of concern, and violations related to this article. The owner or property manager must be able to affirmatively respond to complaints within an hour of notification of such complaint. Failure by the owner or property manager to affirmatively respond to a complaint shall be considered a violation of this article.

(e) Requirements.

- (1) Development Standards. All Short-Term Rentals must meet the applicable Town development standards, building, residential and fire codes adopted by the Town. These requirements include, but are not limited to, properly installed and functioning smoke detector(s), carbon monoxide detector(s) and fire extinguisher(s) on the properties.
- (2) The maximum occupancy of a Short-Term Rental unit shall be limited to four people more than twice the number of bedrooms listed in county records. A loft with an egress window or door may be treated as a bedroom. Example: two bedrooms equals two times two plus four, or eight people.
 - (a) A bedroom is any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of the International Residential Code, as adopted, and amended from time to time. Living rooms, family rooms and other similar areas that are so situated and designed as so to clearly indicate these intended uses, shall not be interpreted as bedroom rooms.
- (3) Site plan depicting off-street parking stalls and trash facility locations.
 - (a) Parking. The Short-Term Rental shall provide at least one (1) off-street parking space.
 - (b) Trash Removal. Trash shall be contained in an appropriate manner to prevent litter dispersion to adjacent neighbors.
- (4) Application.
 - (a) Proof of property and liability insurance must be provided upon acceptance of application.
 - (b) Street side emergency address numbers are displayed in accordance with 911 regulations.
 - (c) Smoke alarms and carbon monoxide detectors are in correct working order and that the correct number of devices are installed per the International Residential Code. (Include date of device).

- (d) Working fire extinguishers are located at each cooking area and are in close proximity to each open flame source.
- (e) Trash containers are of sufficient size to accommodate the maximum occupancy allowed and that a collection plan is in place.
- (f) Notification to tenants of noise and parking regulations in accordance with the applicable Code.
- (g) Number bedrooms in the rental unit.
- (h) Number of full bathrooms in the rental unit.
- (i) Number of off-street parking spaces available.
- (j) Property complies with the Code.

- (5) The owner or property manager shall be responsible to provide their contact information to all neighbors adjacent to the Short-Term Rental, including those neighbors on the opposite side of the street. Proof of such shall be provided to the Town within ten (10) days of Community Development approval and/or following any change in information.
- (6) Existing Short-Term Rentals. Existing Short-Term Rentals will be required to submit a formal Short-Term Rental application in conjunction with each new business license application or, if submitting with a business license renewal application, a Short-Term Rental application will be required every two (2) years accompanying the renewal.
- (7) Renewal Application. Renewal application and fee payment is required biannually upon notification by the Town. Failure to complete and resubmit the renewal application form to the Town shall be cause for consideration or revocation of approval.
- (8) Change in Ownership. Any change in ownership shall require a new application, license, and permit. Business licenses and Short-Term Rental Permits are not transferable.
- (9) Inspection and Reinspection. Short-Term Rentals shall be inspected for initial licensure by the Town Building Official and the Windsor Severance Fire Rescue. Subsequent renewal applications shall be inspected by Windsor-Severance Fire Rescue every two (2) years accompanying the renewal every other year to ensure continued compliance with the applicable building and fire codes.
- (10) Advertising. Any advertising shall contain the Town permit number. (Ex.: STR24-001)

(f) Neighborhood Complaints.

- (1) Complaints concerning a Short-Term Rental shall first be directed to the owner or

property manager. The owner or property manager shall respond to the complaint, including visiting the site, if necessary, within one (1) hour of notification. Failure to affirmatively respond to a complaint and attempt to resolve such complaint shall be considered a violation of this article.

- (2) The Town may investigate any complaint received, to determine if it is a substantiated complaint that represents a documented violation of any provision(s) of this article.
- (3) Violations of this article shall be subject to the enforcement provisions set forth herein. If violation(s) are not corrected or if there are repeat offenses, the Town may pursue action as provided for herein.
- (4) If upon review at any time, the Town determines the owner has failed to comply with any of the requirements, performance standards, conditions or restrictions imposed by this article, the Town may take such action as is deemed necessary to remedy the non-compliance, including but not limited to, suspension or revocation of the approval as set forth in section (g) below.

- (g) Any person who violates a provision of this Article may be guilty of a misdemeanor and, upon conviction thereof, shall be punished in accordance with the applicable provisions of this Code. Each day of operation of a Short-Term Rental in violation of this Article shall constitute a separate offense. In addition to the foregoing, the Town shall be entitled to seek all other available relief at law or in equity with regard to any violation of the provisions of this Article, including but not limited to injunctive relief.
- (h) This Ordinance will take effect January 1, 2025, to allow owners of Short-Term Rentals to come into compliance with the provisions of this Ordinance.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance are hereby repealed, only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Introduced, passed on first reading and ordered published this 18th day of March, 2024.

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]

Introduced, passed on second reading, and ordered published this 25th day of March, 2024.

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]



Short-Term Rental Ordinance

Town Board
March 18, 2024



Overview

- Currently, the Town does not regulate Short-Term Rentals (STRs)
 - Only require a Business License
- Town Board Members have heard concerns from property owners
 - Operation of STRs may be impacting adjacent property owners and neighborhoods
- Town Board directed staff to bring back an ordinance with regulations governing STRs

Work Sessions

Several Work Sessions were held to outline key items to address with the Ordinance:

- Town Board Work Sessions: August 21, 2023, September 25, 2023
- Town Board / Planning Commission Joint Work Session:
December 11, 2023
- Town Board / Planning Commission Joint Work Session:
February 6, 2024

Purpose and Intent

- To identify procedural requirements for regulating and approving STRs
- To establish fees for STRs
- ***To ensure that short-term rentals are operated in a manner that is compliant with all applicable rules, laws and regulations, health-safety and welfare, as well as to ensure it is compatible with the surrounding neighborhood and protects the overall community character***

Definition

Short-Term Rental means a dwelling unit, within a residentially zoned property, that is rented for a period of twenty-nine (29) consecutive days or less.

Application, Licensing and Fees

- Business License and STR Permit required with fee payment
- Unlawful to operate STR without a license and permit
- Permit application will be reviewed by Community Development in accordance with the applicable criteria
- Business License and Permit will be issued by the Finance Department after Community Development approval
- Approvals will be issued in accordance with the Land Use Code, as well as building codes and inspection approvals
- After effective date of January 1, 2025, existing STR operators will need to renew licenses under the new regulations at time of business license renewal

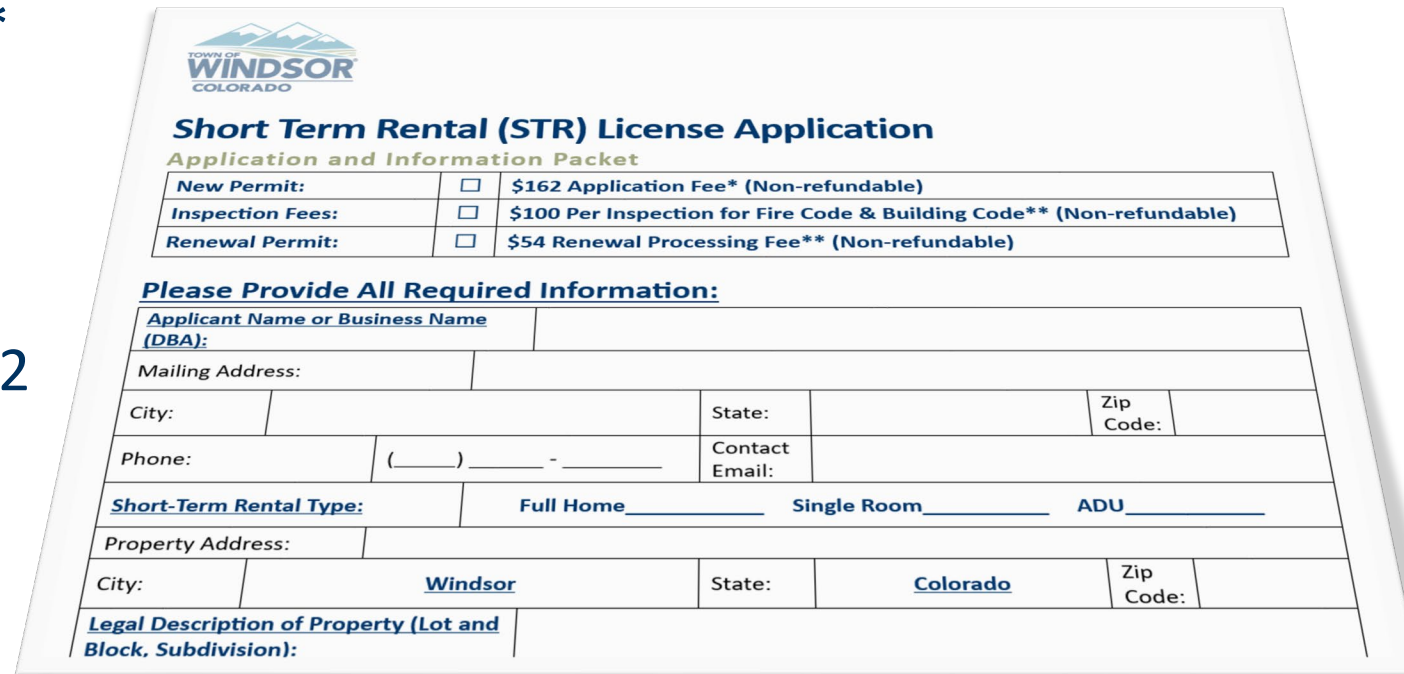
Life Safety / Inspection Requirements

- All STRs shall be inspected for code compliance by SAFEbuilt & WSFR prior to initial approval of license and permit
- Re-inspection by WSFR every two years for renewal
- Safety inspection fees shall be \$100 for WSFR & \$100 for SAFEbuilt



Staff Resources and Associated Fees:

- Rates for staff time - Initial Application
 - 2 Hours for Planning Staff - \$108*
 - 1 Hour for Filing/Admin - \$54*
 - WSFR inspection - \$100**
 - SAFEbuilt inspection - \$100**
- Rates for staff time - Renewal (every 2 years)
 - 1 Hour for Processing - \$54*
 - WSFR Inspection - \$100**



TOWN OF WINDSOR COLORADO

Short Term Rental (STR) License Application
Application and Information Packet

New Permit:	☐	\$162 Application Fee* (Non-refundable)
Inspection Fees:	☐	\$100 Per Inspection for Fire Code & Building Code** (Non-refundable)
Renewal Permit:	☐	\$54 Renewal Processing Fee** (Non-refundable)

Please Provide All Required Information:

<u>Applicant Name or Business Name (DBA):</u>			
Mailing Address:			
City:		State:	Zip Code:
Phone:	() -	Contact Email:	
<u>Short-Term Rental Type:</u>	Full Home	Single Room	ADU
Property Address:			
City:	Windsor	State:	Colorado
<u>Legal Description of Property (Lot and Block, Subdivision):</u>			

*Rates Calculated in conjunction with Finance Department

**Rates Determined by WSFR and SAFEbuilt

Complaints / Violations

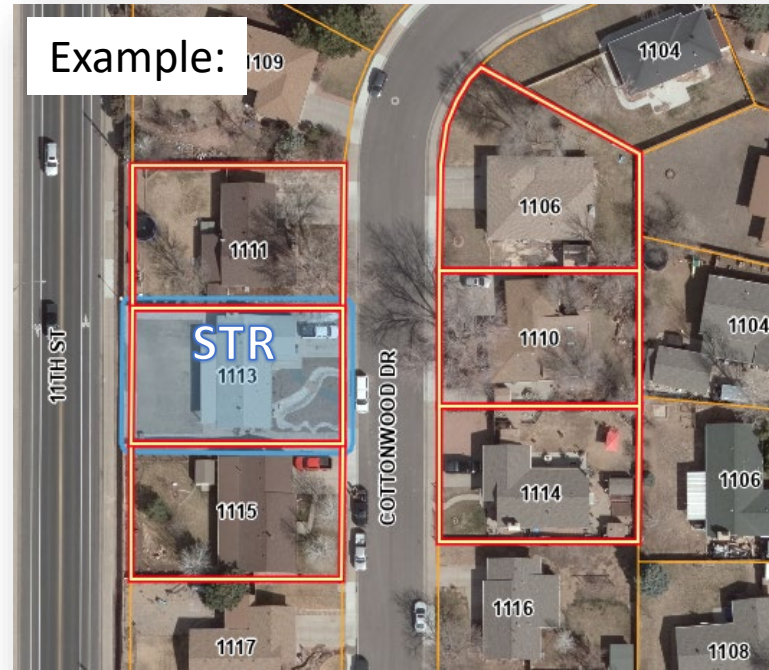
- To minimize calls to Police Department - neighbor complaints are first directed to the owner/property manager
 - To resolve outside of a Town investigation
- Town investigation of complaints may result in the issuance of violation notices

Complaint Notifications

Property Owner and/or Manager:

- *shall be responsible to provide their contact information to all neighbors adjacent to the short-term rental property.*

Example:



Includes all properties adjacent to the STR as well as those properties across the street.

- for parking and noise considerations

Cul-de-sac Example:



Includes all properties within the cul-de-sac as well as adjacent rear neighbors.

- for parking considerations

Planning Commission Revision

Concern was raised with current draft language:

- (e)(2) Total Occupancy. Two (2) occupants per each bedroom or sleeping room (as defined by the International Building Code), within the unit are allowed to reside in a Short-Term Rental. (Example: 2 bedrooms = 4 occupants).

Planning Commission revised to recommend (based upon Granby Municipal Code, 5.20.090 STR Rules and Regulations):

- The maximum occupancy of a Short-Term Rental unit shall be limited to four people more than twice the number of bedrooms listed in county records. A loft with an egress window or door may be treated as a bedroom. Example: two bedrooms equals two times two plus four, or eight people.

Planning Commission Revision

Concern was raised with current draft language:

- (e)(3)(a) Parking. The Short-Term Rental shall have one (1) off-street parking space per bedroom in the unit. (Example: 2 bedrooms = 2 off-street parking spaces)

Planning Commission revised to recommend:

- Parking. The Short-Term Rental shall provide at least one (1) off-street parking space.

Outreach and Public Notice

- A letter providing an overview, draft ordinance and public hearing notice was sent / emailed to business license holders and host websites (Airbnb & Vrbo)
- Municipal Code public hearing and notice requirement
- Notifications for this public hearing were as follows:
 - February 23, 2024 – legal notice posted on the Town of Windsor website
 - February 23, 2024 – legal ad published in the newspaper
 - February 23, 2024 – letters mailed to all STRs registered with the Town
 - February 23, 2024 – letters emailed to the host websites

Recommendation

At the March 6, 2024, regular meeting, Planning Commission forwarded to Town Board a recommendation of approval of the Ordinance concerning regulation of Short-Term Rentals as presented.

Record

Staff requests that the following be entered into the record:

- Staff memorandum and supporting documents
- Testimony received during the public hearing
- Ordinance
- Recommendation



Thank you!



Short Term Rental (STR) License Application

Application and Information Packet

New Permit:	☐	\$162 Application Fee* (Non-refundable)
Inspection Fees:	☐	\$100 Per Inspection for Fire Code & Building Code** (Non-refundable)
Renewal Permit:	☐	\$54 Renewal Processing Fee** (Non-refundable)

Please Provide All Required Information:

<u>Applicant Name or Business Name</u> <u>(DBA):</u>					
Mailing Address:					
City:		State:		Zip Code:	
Phone:	() -	Contact Email:			
<u>Short-Term Rental Type:</u>		Full Home _____ Single Room _____ ADU _____			
Property Address:					
City:	Windsor	State:	Colorado	Zip Code:	
<u>Legal Description of Property (Lot and Block, Subdivision):</u>					
<u>Property Owner Information:</u>		Prefix _____ Suffix _____ Pronouns _____			
<u>Full Name:</u>					
Primary Residence Address:					
City:		State:		Zip Code:	
Phone:	() -	Email:			
<u>Local 24/7 Contact:</u>		Phone:	() -		
Address:		Email:			

*New Permit Application Fee: A one-time, non-refundable fee to process new applications or STR Permits that are past-due or revoked.

**Inspection Fees: Applicants are required to schedule inspections with Windsor Severance Fire Rescue and SAFEbuilt during New Permit Applications and Renewal Permits. \$100 shall be paid to WSFR and SAFEbuilt, separately, prior to inspection.

301 Walnut St.
Windsor, CO 80550

Office: 970-674-2400
Fax: 970-674-2496

windsorgov.com

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Short Term Rental (STR)

Application and Information Packet

Checklist and Certification for Application (Please initial all that apply):

____ I certify I have notification from an insurance company acknowledging the property is used as a short-term rental.

____ I certify street side emergency address numbers are displayed in accordance with 911 regulations.

____ I certify all smoke alarms and carbon monoxide detectors are in correct working order and that the correct number of devices are installed per the Building Code. (Include date of device).

____ I certify a working fire extinguisher is located in each cooking area and in close proximity to each open flame source.

____ I certify all chimney flues have been cleaned during the last 12 months.

____ I certify the trash containers are of sufficient size to accommodate the maximum occupancy allowed and that a collection plan is in place.

____ I certify I will notify tenants of noise and parking regulations in accordance with the applicable Town of Windsor Ordinance.

____ I certify there are (#) ____ bedrooms in the rental unit.

____ I certify there are (#) ____ full bathrooms and (#) ____ ½ baths in the rental unit.

____ I certify there are ____ on-site parking spaces available. (One Allowed On Premises)

____ Owner supplied advertisement for unit being considered for short-term rental.

____ I certify the property complies with the Town of Windsor Zoning Code.

____ I certify that the property is registered with Town of Windsor's Finance Department.

I, _____ (print name), certify that the Short-Term Rental Permit for which I am applying meets all the criteria described above. I acknowledge that failure to comply with the short-term rental requirements may result in revocation of the Short-Term Rental Permit.

Signature: _____

Date: _____



Short Term Rental (STR)

Application and Information Packet

Checklist for Submittals to Planning/Engineering Review:

Item #	Checklist	Requirements for Planning/Engineering Review.
1.		Short Term Rental Site Plan/Plot Plan/Floor Plan Identifying the Following Information: Trash enclosures, square footage of lot, home and STR unit, and on-premises parking location.
2.		Completed STR application with acknowledgement of regulations.
3.		Contact Information. 24-hour contact information (i.e., name, address, and telephone numbers) for the Property Manager and the Owner.
4.		Site Plan/Plot Plan/Floor Plan: <u>See Plot Plan/Floor Plan Examples</u> A. Aerial Image of Existing and proposed buildings on the site: • Size (outer dimensions and area in square feet). • Uses of all buildings. • Structures Parking Areas Vehicular access and drives including widths. B. For new construction you will need a site plan drawn to scale that is NOT an aerial. Please include information noted in A. above in addition to the information noted on the attached Plot Plan Handout. • Distance between property lines and all existing and proposed buildings & structures. • Project boundary annotated with distances. • Setbacks (building, parking and etc.). C. A floor plan for each level of the home, drawn to a common scale or include all dimensions. Label all rooms including bedroom, bathrooms, common areas, mechanical rooms, decks, porches, stairs, doors, windows and attached garages. All bedrooms must have egress windows or doors, smoke and CO alarms, and meet other code requirements. You may draw the floor plan yourself or have a draftsman or architect prepare it. The plan must be complete, legible and accurate.



Short Term Rental (STR)

Application and Information Packet

Plot Plan Information:

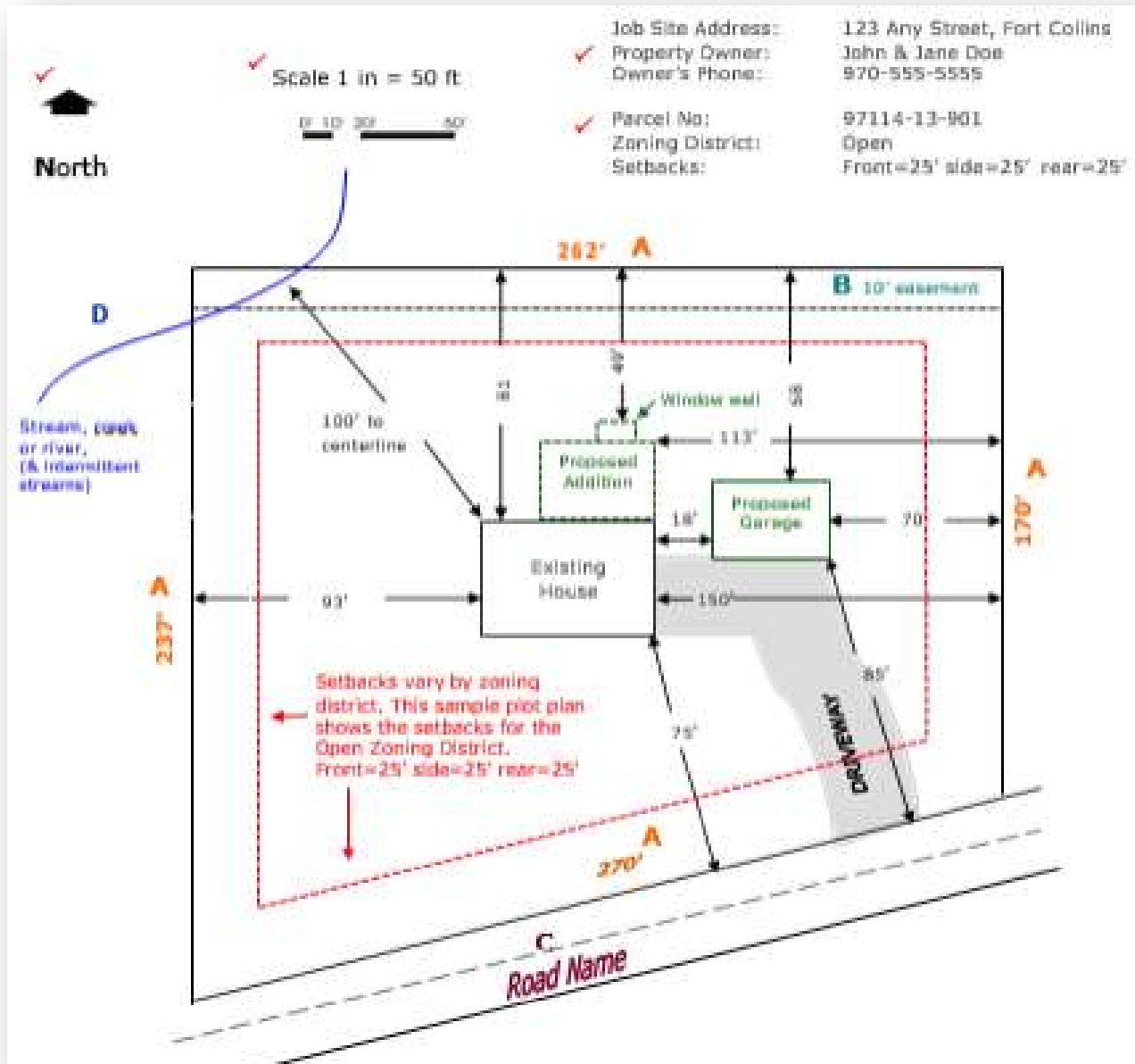
What is a Plot Plan	What is required to be on a Plot Plan
A plot plan is an accurate, scaled drawing illustrating the following: • Property's dimension and shape. • Location of roads. • The relationship and precise location of man-made features on the property (buildings, structures, driveways). • Natural water features (creeks, streams, rivers, lakes). • Architectural features (cornices, canopies, eaves, awnings, bay windows, window wells, cantilevered walls, chimneys). -Plot plans show what currently exists on the site and the physical changes you plan to make to the site. -See example plot plan.	Plot Plan Basics Note: Aerial photos will not be accepted 1. DRAWN TO SCALE -Like a map that depicts a 10-mile stretch of highway with a 1 inch line, a scaled plot plan represents the relationship between the actual property and its size on paper. -Common measures of scale for plot plans: Scale 1" = 10' 0" ----- 10 ft Scale 1" = 100' 0" ----- 100 ft • North Arrow 2. PLOT PLAN PAPER • Minimum Size 8½" x 11" • Maximum Size 24" x 36" • Larger parcels of land may require multiple sheets of paper. 3. PROPERTY DIMENSIONS • Draw and label property lines and length • Indicate if property is a corner lot and label all roads 4. EASEMENTS and RIGHT of WAY • Show easements, e.g., utility, drainage landscape, access. • Structures cannot be built in, over or under ANY easement or right-of-way including architectural features such as eaves and window wells. 5. ROADS, STREETS, ACCESS • Named and unnamed roads (public, private, county roads & state highways) • Driveways, existing and proposed • Vehicle parking area
A Plot Plan is required when submitting a building permit application for:	
• Residential Buildings • Accessory Buildings • Decks, porches, gazebos & awnings • Garages (attached and detached) • Pole Barns • Storage Buildings larger than 120 sq ft	



Short Term Rental (STR)

Application and Information Packet

Example Plot Plan:

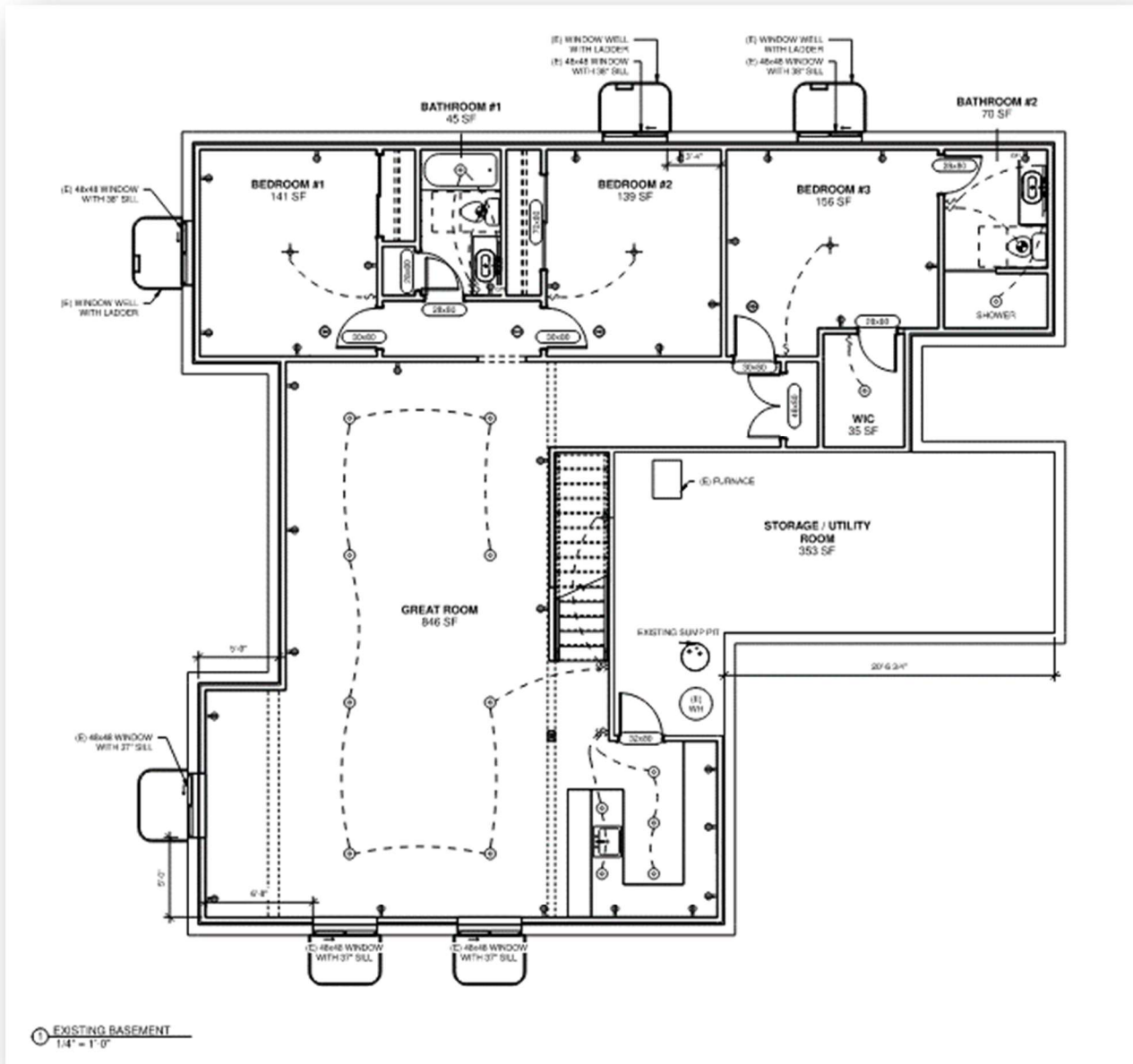




Short Term Rental (STR)

Application and Information Packet

Example Floor Plan:





Short Term Rental (STR)

Application and Information Packet

Operations Manual (Details to be posted within the STR Unit):

Completed Y/N	Please include in your STR Operations Manual the following information.
	Quiet Hours. Restrictions on after-hour noise and good neighbor interaction.
	Contact Information. 24-hour contact information (i.e., name, address and telephone numbers) for the Property Manager and the Owner.
	Address. The address, GPS coordinates and phone number of the STR. If no phone, then use the phone number of the property owner.
	Property map. A map showing the location of property lines and instructions to prevent trespass onto neighboring properties.
	Maximum Occupancy Limits. The maximum number of occupants allowed to occupy the STR.
	Parking Instructions. Where vehicles are allowed to park on the property shall be clearly indicated. Vehicles must park on the property. On-street parking or parking on neighboring properties is not allowed.
	Egress Map. A map showing how to exit each habitable room in the STR.
	Escape Routes. A map of escape/evacuation routes from the STR/neighborhood to a public road.
	Emergency 911. Contact information for, and a copy of, current registration with the Windsor Severance Fire District, as well as contact information for Police/Sheriff and ambulance service.
	Emergency Shut Off Information. The location of, and instructions for, emergency shutoff of water, gas and electrical systems.
	Fire Extinguisher Information. Location and instructions on how to operate fire extinguishers.
	Stove-top fire stop Information. Instructions from the manufacturer regarding the stove-top fire stop should be included.
	Garbage Removal. Information regarding the plan for garbage storage and removal shall be provided.
	Fire-pit and/or fire ban information. Information regarding whether a fire-pit is allowed, the Wildfire Hazard Area restrictions and the dangers of fires in Colorado.



Short Term Rental (STR)

Application and Information Packet

Planning Staff Form Completion Checklist:

STR License Number: STR _____ - _____	STR ADDRESS: _____		
PARCEL NUMBER:	_____ - _____ - _____	LOT SIZE: _____ sqft	
LEGAL DESCRIPTION:	LOT: _____ / BLOCK: _____ / SUB: _____		
ZONING/SUBAREA:	_____		
SETBACKS:	FRONT _____ ft SIDE _____ ft REAR _____ ft		
ADDITIONAL INFO:	Type of STR: _____ Plot Plan Approved: _____ Date: _____ Inspections Scheduled or Completed: _____ Signed Certification: _____ Date: _____		
PLANNER NAME:			DATE:



MEMORANDUM

Date: March 18, 2024
To: Mayor and Town Board
From: Scott Ballstadt, Planning Director
Re: Ordinance No. 2024-1697 - An Ordinance Amending a Portion of Town of Windsor Municipal Code, Chapter 16, Article III, Concerning Regulation of Short-Term Rentals
Item #: C.6.

Background / Discussion:

Please refer to the previous Public Hearing item for background information.

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

At the March 6, 2024 regular meeting, Planning Commission forwarded to Town Board a recommendation of approval of the ordinance concerning regulation of Short-Term Rentals as presented.

CC:

Planning Department
Town Attorney's Office

Attachments:

1. Ord No 2024-1697 Short-Term Rentals

TOWN OF WINDSOR
ORDINANCE NO. 2024-1697

AN ORDINANCE AMENDING CHAPTER 16 OF THE WINDSOR MUNICIPAL CODE TO
ALLOW SHORT-TERM RENTALS AS A RESIDENTIAL USE

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

WHEREAS, the Town created and adopted the Windsor Municipal Code (“Code”) Chapters 14, 15, 16 and 17, known as the Windsor Land Use Code (“Land Use Code”); and

WHEREAS, Short-Term Rental (“STR”) properties are utilized by homeowners throughout the Town; and

WHEREAS, the Town has not yet adopted code requirements for the licensure and regulation of Short-Term Rentals; and

WHEREAS, for the purposes of health and safety of the inhabitants of Short-Term Rentals, the protection of surrounding neighboring properties and the protection of community character, the Town seeks to regulate this residential use; and

WHEREAS, the Town finds that the adoption of this Ordinance is necessary for the health, safety, and welfare of the residents.

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

Section 1. Chapter 16 of the Land Use Code is hereby amended to add regulations regarding Short-Term Rentals in Town limits. The new section shall read as follows:

Sec. 16-3-60.-Short-Term Rentals.

- (a) Intent. The intent of this article is to provide procedural requirements, regulations and fee schedule for a Short-Term Rental property. This article ensures that Short-Term Rentals, also known as STRs, are operated in a manner that is compliant with all applicable rules, laws, and regulations, as well as to ensure it is compatible with the surrounding neighborhood and protects the overall community character.
- (b) The provisions set forth in this article shall only apply to Short-Term Rental properties, as defined within the Land Use Code. This article shall not apply to the furnishing of lodging services in hotels, motels, resort lodge cottages, bed and breakfast establishments, timeshares/fractional ownership units within a building or to properties with leases that exceed thirty (30) days or more.
- (c) Definition. Short-Term Rental means a dwelling unit, within a residentially zoned property, that is rented for a period of twenty-nine (29) consecutive days or less.

- (1) Short-Term Rentals, that are owned in fee-simple by an individual property owner or corporate entity, shall be allowed in the following dwelling types (as defined by the Land Use Code), and are subject to fire and building code compliance: (a) single-family detached and attached residences; (b) multi-family condominiums; and (c) accessory dwelling units.
- (d) General Provisions. Short-Term Rentals are only allowed in zone districts that allow residential uses in accordance with the requirements of the underlying residential zone and subject to the following conditions:
- (1) Business License and Short-Term Rental Permit Required. It shall be unlawful to offer, provide, or operate a Short-Term Rental in the Town of Windsor without obtaining a business license and a Short-Term Rental Permit from the Town, through the department(s) tasked with oversight and enforcement. A Short-Term Rental Permit shall only be issued to a natural person, whose name appears on the property deed or a corporate entity.
 - (2) Application. Before any permit under this article is issued, an application for Business License and Short-Term Rental Permit shall be submitted to the Finance Department and Community Development Department – Planning. All applications shall be made upon forms provided by the Community Development Department. The Community Development Department may require additional documentation associated with the application as necessary to enforce the requirements of this article.
 - (3) Short-Term Rental Permit Application Fee. Before any permit under this article is issued, an applicant for a Short-Term Rental Permit must pay a Short-Term Rental application fee which has been determined necessary by the Town to offset costs associated with Short-Term Rental regulation. This fee may be reasonably adjusted by the Director of Finance or their designee.
 - (4) Compliance with Restrictive Covenants. If the parcel upon which a Short-Term Rental is proposed falls within the jurisdiction of a homeowners' association or similar covenant-based property owners' association, the requirements of this Section shall be considered minimum requirements. Any such association shall have the right to lawfully adopt more stringent standards for Short-Term Rentals, including the outright prohibition of Short-Term Rentals, for any parcel within the regulatory authority of such association.
 - (5) Compliance with State and Federal Laws. All Short-Term Rentals must comply with applicable state and federal laws.
 - (6) Insurance Required. It shall be unlawful to operate a Short-Term Rental without fire, hazard and liability insurance coverages, which limits are set by the Town. Proof of insurance will be required prior to issuance of the permit. The Town shall not be held liable.

- (7) Owner or Property Management Information for Emergency Contact. The owner or property manager shall have access and authority to assume management of the Short-Term Rental, take remedial measures, and to accept service on behalf of the owner. The owner or property manager shall be available twenty-four (24) hours per day, seven (7) days per week to respond to complaints, issues of concern, and violations related to this article. The owner or property manager must be able to affirmatively respond to complaints within an hour of notification of such complaint. Failure by the owner or property manager to affirmatively respond to a complaint shall be considered a violation of this article.

(e) Requirements.

- (1) Development Standards. All Short-Term Rentals must meet the applicable Town development standards, building, residential and fire codes adopted by the Town. These requirements include, but are not limited to, properly installed and functioning smoke detector(s), carbon monoxide detector(s) and fire extinguisher(s) on the properties.
- (2) The maximum occupancy of a Short-Term Rental unit shall be limited to four people more than twice the number of bedrooms listed in county records. A loft with an egress window or door may be treated as a bedroom. Example: two bedrooms equals two times two plus four, or eight people.
 - (a) A bedroom is any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of the International Residential Code, as adopted, and amended from time to time. Living rooms, family rooms and other similar areas that are so situated and designed as so to clearly indicate these intended uses, shall not be interpreted as bedroom rooms.
- (3) Site plan depicting off-street parking stalls and trash facility locations.
 - (a) Parking. The Short-Term Rental shall provide at least one (1) off-street parking space.
 - (b) Trash Removal. Trash shall be contained in an appropriate manner to prevent litter dispersion to adjacent neighbors.
- (4) Application.
 - (a) Proof of property and liability insurance must be provided upon acceptance of application.
 - (b) Street side emergency address numbers are displayed in accordance with 911 regulations.
 - (c) Smoke alarms and carbon monoxide detectors are in correct working order and that the correct number of devices are installed per the International Residential Code. (Include date of device).

- (d) Working fire extinguishers are located at each cooking area and are in close proximity to each open flame source.
 - (e) Trash containers are of sufficient size to accommodate the maximum occupancy allowed and that a collection plan is in place.
 - (f) Notification to tenants of noise and parking regulations in accordance with the applicable Code.
 - (g) Number bedrooms in the rental unit.
 - (h) Number of full bathrooms in the rental unit.
 - (i) Number of off-street parking spaces available.
 - (j) Property complies with the Code.
- (5) The owner or property manager shall be responsible to provide their contact information to all neighbors adjacent to the Short-Term Rental, including those neighbors on the opposite side of the street. Proof of such shall be provided to the Town within ten (10) days of Community Development approval and/or following any change in information.
 - (6) Existing Short-Term Rentals. Existing Short-Term Rentals will be required to submit a formal Short-Term Rental application in conjunction with each new business license application or, if submitting with a business license renewal application, a Short-Term Rental application will be required every two (2) years accompanying the renewal.
 - (7) Renewal Application. Renewal application and fee payment is required biannually upon notification by the Town. Failure to complete and resubmit the renewal application form to the Town shall be cause for consideration or revocation of approval.
 - (8) Change in Ownership. Any change in ownership shall require a new application, license, and permit. Business licenses and Short-Term Rental Permits are not transferable.
 - (9) Inspection and Reinspection. Short-Term Rentals shall be inspected for initial licensure by the Town Building Official and the Windsor Severance Fire Rescue. Subsequent renewal applications shall be inspected by Windsor-Severance Fire Rescue every two (2) years accompanying the renewal every other year to ensure continued compliance with the applicable building and fire codes.
 - (10) Advertising. Any advertising shall contain the Town permit number. (Ex.: STR24-001)

(f) Neighborhood Complaints.

- (1) Complaints concerning a Short-Term Rental shall first be directed to the owner or

property manager. The owner or property manager shall respond to the complaint, including visiting the site, if necessary, within one (1) hour of notification. Failure to affirmatively respond to a complaint and attempt to resolve such complaint shall be considered a violation of this article.

- (2) The Town may investigate any complaint received, to determine if it is a substantiated complaint that represents a documented violation of any provision(s) of this article.
- (3) Violations of this article shall be subject to the enforcement provisions set forth herein. If violation(s) are not corrected or if there are repeat offenses, the Town may pursue action as provided for herein.
- (4) If upon review at any time, the Town determines the owner has failed to comply with any of the requirements, performance standards, conditions or restrictions imposed by this article, the Town may take such action as is deemed necessary to remedy the non-compliance, including but not limited to, suspension or revocation of the approval as set forth in section (g) below.

- (g) Any person who violates a provision of this Article may be guilty of a misdemeanor and, upon conviction thereof, shall be punished in accordance with the applicable provisions of this Code. Each day of operation of a Short-Term Rental in violation of this Article shall constitute a separate offense. In addition to the foregoing, the Town shall be entitled to seek all other available relief at law or in equity with regard to any violation of the provisions of this Article, including but not limited to injunctive relief.
- (h) This Ordinance will take effect January 1, 2025, to allow owners of Short-Term Rentals to come into compliance with the provisions of this Ordinance.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance are hereby repealed, only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Introduced, passed on first reading and ordered published this 18th day of March, 2024.

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]

Introduced, passed on second reading, and ordered published this 25th day of March, 2024.

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]