TOWN BOARD REGULAR MEETING

April 27, 2026 - 7:00 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. Pledge of Allegiance
3. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration
4. Proclamations
    a. Economic Development Week
5. Outside Agency Report
    a. Windsor Severance Historical Society Statue Project - Kristie Melendez
6. Public Invited to be Heard
   Individuals wishing to participate in Public Invited to be Heard (non-agenda item) are requested to sign up on the form provided in the foyer of the Town Board Chambers. When you are recognized, step to the podium, state your name and address then speak to the Town Board.

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

   The Town Board will not respond to any questions or comments made by the public during this section of the meeting, though it will take all input under advisement. If requesting a response from the Town, please leave your contact information with the Town Clerk. The Town Manager or other appropriate staff member will reach out after the meeting to address specific questions or concerns when appropriate.

B. CONSENT CALENDAR

1. Approval of the April 13, 2026 Town Board Regular Meeting Minutes - K. Frawley, Town Clerk
2. Resolution No. 2026-20 - A Resolution Approving the Weld County Threat Assessment Group Memorandum of Understanding - K. Clow, Police Commander
3. Resolution No. 2026-21 - A Resolution Accepting and Ratifying an Easement for the Oklahoma Drainage Basin - D. Roth, Civil Engineer
4. Resolution No. 2026-22 - A Resolution Accepting a Deed of Dedication for Right of Way from the Winter Farm Metropolitan District No. 2 to the Town of Windsor Concerning Pagosa Drive - D. Roth, Civil Engineer
5. Resolution No. 2026-23 - A Resolution Accepting a Deed of Dedication of Right of Way from Janel and Scott Gromer to the Town of Windsor Concerning the Realignment of Weld County

Road 13/Colorado Boulevard Near Kyger Reservoir - S. Pearson, Transportation Engineer

6. Resolution No. 2026 - 24 - A Resolution Approving and Adopting an Intergovernmental Agreement Between the Town of Windsor and the Colorado Department of Transportation Concerning the Maintenance of State Highways within the Town of Windsor - B. Rowe, Director of Public Works

C. BOARD ACTION

1. Public Hearing - Request for a Conditional Use Permit to allow for the temporary keeping of animals on a lot smaller than 2.5 acres within the Estate Residential (ER) zone district for Westwood Village Subdivision 7th Filing, Lot 16 (636 Southwood Lane) - Adam Luckeroth, Applicant/Property Owner
   - Quasi-judicial action
   - Staff presentation: Mark Price, Planner II
2. Consideration - Request for a Conditional Use Permit to allow for the temporary keeping of animals on a lot smaller than 2.5 acres within the Estate Residential (ER) zone district for Westwood Village Subdivision 7th Filing, Lot 16 (636 Southwood Lane) - Adam Luckeroth, Applicant/Property Owner
   - Quasi-judicial action
   - Staff presentation: Mark Price, Planner II
3. Ordinance No. 2026-1744 Adopting the 2025 Colorado Wildfire Resiliency Code and Corresponding Map and Revising the Windsor Municipal Code Accordingly
   - Second Reading
   - Legislative action
   - Staff presentation: Scott Ballstadt, Director of Planning
4. Ordinance No. 2026-1745 - An Ordinance of the Town of Windsor, Colorado, Authorizing the Issuance and Sale of the Town of Windsor Wastewater Enterprise Revenue Bonds, Series 2026; Providing for the Source of Payment of Such Bonds, and Providing Other Details Concerning the Bonds
   - Second Reading
   - Legislative action
   - Staff presentation: Dean Moyer, Director of Finance
5. Ordinance No. 2026-1747 - An Ordinance Amending Certain Portions of Chapter 11 of the Windsor Municipal Code, Concerning the Use of the Public Right of Way, Permitting, and Requirements Thereto within the Town of Windsor, Colorado
   - Second Reading
   - Legislative action
   - Staff presentation: Kim Mihm, Deputy Town Attorney; Brian Rowe, Director of Public Works; Omar Herrera, Director of Engineering
6. Resolution No. 2026-25 - A Resolution Adopting the 2026 Town of Windsor Housing Needs Assessment
   - Legislative action
   - Staff presentation: Sandra Mezzetti, Senior Planner
7. Resolution No. 2026-26 - A Resolution Approving the Intergovernmental Agreement between the Town of Windsor and Northlake Metropolitan District Nos. 1-5 Concerning the North Sewer Line Extension

- Legislative action
- Staff presentation: Shane Hale, Town Manager

8. A Resolution Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted For the Town of Windsor, Colorado, for 2025

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

9. Administration of Oath of Office to Newly Elected Town Board Members
   - Karen Frawley, Town Clerk

D. COMMUNICATIONS

1. Communications from Town Attorney
2. Communications from Town Staff
   a. Monthly Police Statistical Report for March 2026
   b. Strategic Plan Key Performance Indicators for March 2026
3. Communications from Town Manager
4. Communications from Town Board

E. EXECUTIVE SESSION

1. An Executive Session Pursuant to Colorado Revised Statutes §24-6-402 (4)(b) and (e)(I) for a Conference with an Attorney for the Town Board to Receive Legal Advice on Specific Legal Questions and for the Purpose of Determining Positions Relative to Matters that may be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Concerning Greeley Annexation

F. RETURN TO OPEN MEETING

1. A Motion to Give Direction to the Town Manager or Town Attorney Resulting from Tonight's Executive Session

G. 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.

PROCLAMATION

Economic Development Week
May 4-8, 2026

WHEREAS, the Town of Windsor Economic Development Department and local Windsor businesses, agencies and organizations strive to provide economic excellence within our community for all residents, businesses and visitors; and

WHEREAS, Windsor's Economic Development Department, a team of three professionals, works tirelessly with local businesses to strengthen critical partnerships between businesses and governing policies; and

WHEREAS, the Windsor Area Chamber of Commerce, Windsor Downtown Alliance, regional economic development agencies in Larimer & Weld Counties, the small business development centers, the nearby colleges and universities, and other important agencies who also contribute to economic development by fostering business growth which contributes to our vibrant regional economy; and

WHEREAS, economic development works to the benefit of the Town of Windsor and for all Northern Colorado by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic development is an important component to our community's success, stimulating and incubating entrepreneurism to help support existing and establish new businesses; and

WHEREAS, economic development works in the Town of Windsor within the State of Colorado, to strategically make our community one of the greatest places in the state to live, work and play.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Julie Cline, Mayor of Windsor, recognize the efforts of our economic development department in the Town of Windsor and remind individuals of the importance of this profession in expanding career opportunities and improving quality of life and proclaim May 4 through May 8, 2026, as economic development week.

Dated this 27th Day of April 2026.

Julie Cline, Mayor

MEMORANDUM

Date: April 27, 2026
To: Mayor and Town Board
From: Karen Frawley, Town Clerk
Re: Windsor Severance Historical Society Statue Project - Kristie Melendez
Item #: A.5.a.

Background / Discussion:
The Windsor Severance Historical Society will be presenting a commissioned special statue project the organization is working on.

The Town Board has dedicated $120,000 for the 2026 grants/requests. Currently, the board has committed to giving out $96,562 for 2026 based on approved requests. There is $23,438 remaining for 2026.

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:

MEMORANDUM

Date: April 27, 2026
To: Mayor and Town Board
From: Karen Frawley, Town Clerk
Re: Approval of the April 13, 2026 Town Board Regular Meeting Minutes - K. Frawley, Town Clerk
Item #: B.1.

Background / Discussion:
Approval of the meeting minutes.

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:
1. 04.13.26 Draft Town Board Regular Meeting Minutes

Town Board Regular Meeting

April 13, 2026 - 7:00 PM
Town Board Chambers, 301 Walnut Street, Windsor, CO 80550

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

MINUTES

A. CALL TO ORDER

Mayor Cline called the meeting to order at 7:04 p.m. on Monday, April 13, 2026.

1. Roll Call

Present:	Mayor Julie Cline Mayor Pro Tem Ron Steinbach Brian Jones Lainie Peltz Ken Symsack Rick Klimek Jason Hallett
Also Present:	Shane Hale, Town Manager Dan Money, Town Attorney Eric Lucas, Deputy Town Manager Leif Lesoing, Water Resources Manager Scott Ballstadt, Planning Director John Thornhill, Community Development Director Brian Rowe, Public Works Director Dean Moyer, Finance Director Sandra Mezzetti, Senior Planner Kim Lambrecht, Long Range Planner Kim Mihm, Deputy Town Attorney Rece Lampe, Digital Communications Supervisor Karen Frawley, Town Clerk

2. Pledge of Allegiance

Mayor Cline asked Town Board Member Symsack to lead the Pledge of Allegiance.

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

Town Board Member Hallett moved to amend the agenda by removing items C.1 and C.2 and moving them to a date certain of April 27, 2026, Town Board Member Jones seconded the motion. Roll call on the vote resulted as follows; Yeas - Julie Cline, Ron Steinbach, Brian Jones, Lainie Peltz, Ken Symsack, Rick Klimek, Jason Hallett; Nays - None; Motion Passed.

4. Proclamations

a. Honoring State Champion Windsor High School Diver Reagan Annable

b. Arbor Day

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c. National Crime Victims' Rights Week

d. International Dark Sky Week

Mayor Cline read each proclamation aloud.

5. Board Liaison Reports

Mayor Pro Tem Steinbach - Larimer County Behavioral Health Policy Council, Windsor Housing Authority

Mayor Pro Tem Steinbach reported on the Windsor Housing Authority, noting they are facing funding challenges due to overextension on Jacoby Meadows related expenditures. They need approximately $2 million for essential repairs including a new boiler, roof, and safety issues are the highest priority. The Authority currently has few vacancies. In early March, wind destroyed the door at Jacoby Meadows, requiring redesign to prevent future occurrences.

Regarding the Larimer County Behavioral Health Policy Council, Mayor Pro Tem Steinbach reported the Longview facility opened their adolescent unit with 5 beds in October and will be open with 8 beds by the end of April. Since opening in December 2023, they have had 16,000 visits, with 80% from Larimer County residents. Windsor residents accounted for over 500 visits during this period. The facility is expanding funding opportunities with long-term, medium-term (annual grant process), and a new synergy fund worth $100,000 designed for smaller agencies to partner together. The allocation process for 2026 starts May 12th with $2.8 million available, with recommendations coming to the August 10th meeting for approval. By the end of the month, they will have a dashboard showing data on impact to hospitals and police departments. Fort Collins is proposing changes to meeting schedules, suggesting either staff representation or evening meetings instead of current morning meetings, though this discussion was shelved until August.

Town Board Member Jones - Chamber of Commerce, Tree Board

Town Board Member Jones reported that he does not have anything further to report since the tree board members provided a report during the proclamation. He also expressed his appreciation to the Tree Board for their hard work during the week.

For the Chamber of Commerce, he reported that they hosted a spring business expo at Main Event the previous Friday, which had good attendance. New membership year-to-date is up 36 members. He directed people to check the Chamber website for numerous ongoing monthly events.

Town Board Member Peltz - Clearview Library Board, Great Western Trail Authority

Town Board Member Peltz was unable to attend either meeting due to being out of town. However, she received an email from Director Rose with Clearview Library highlighting three key items: the board received a presentation about the MOU with Parks, Recreation and Culture Department and expressed resounding support for the agreement, particularly the outpost shelving and collection project at the rec center; the displays and exhibits policy was read and approved at first reading; and they outlined the RFP for consultant and timeline for creating a 5-year strategic plan with implementation in 2027.

Town Board Member Symsack attended the Great Western Trail Authority meeting in her place.

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Town Board Member Symsack – Parks, Recreation and Culture Advisory Board, Windsor Arts Commission

Town Board Member Symsack reported on the Great Western Trail Authority, noting several administrative updates including transitioning payroll from ADP to QuickBooks, updating account signatories, and granting the treasurer full book access for better financial oversight. Ongoing discussions continue about equestrian policy and horse trailer parking. New business included trail map app edits to include Windsor Trails and a community concern about Roundup overspray in Eaton potentially linked to dog deaths. The board requested veterinary documentation, and Dr. Tom Jones reached out to CSU Veterinary Clinic, which had not encountered similar cases.

For the Windsor Arts Commission, new officers were elected: Laurie Best as chair, Todd Best as vice chair, and Emily Pearson as secretary. David King was selected for the entryway sculpture project near Kodak Open Space with September installation planned. Nine artists were chosen for 2026 mural projects covering traffic cabinets, entryway signs, and wind turbine benches, including one Windsor-based artist. The first community rec center sign was installed and looks fantastic. The community development sculpture is in the patina stage, with plans for a combined ribbon cutting of both the community rec center signage and the sculpture. The Barnyard Sentinel is complete and includes a seat from old tractors used in its creation made from Eden house equipment pieces not designated as historic. The sculpture is an 8-foot rooster with a detachable seat that won't be permanently attached due to safety concerns but can be used for special events like Harvest Festival. The commission received 30 applications for the Sculpture On Loan program and will vote for next year's sculptures this month. They're planning a presence at the depot for the fiftieth anniversary on June 6th.

The Parks and Recreation and Culture Board meeting was canceled due to lack of quorum.

Town Board Member Klimek - Poudre River Trail Corridor Authority, Water and Sewer Board

Town Board Member Klimek reported that the Water and Sewer Board meeting was moved from Wednesday to Friday to accommodate the water report discussion. They reviewed the new mission statement approved by the board and examined talking points that members have been working on to help educate the public on water and sewer issues when asked.

For the Poudre River Trail Corridor Authority, the meeting was moved from their normal location to one of the attorney's offices due to lack of space. The bulk of the meeting discussed their mission statement and what they want Scott to work on during his tenure. He will be working with Wade and other community members as well as Larimer and Weld Counties to develop a project list. They will be appointing a new member from Weld County after the previous appointee went to the wrong location due to address change. Scott will come before the board in June to discuss what the Trail Corridor is doing.

Mayor Cline asked if they're still looking for a Windsor resident for the board, and Town Board Member Klimek confirmed they need someone from Windsor to have a full board again.

Town Board Member Hallett - Planning Commission, RE-4 School District, Historic Preservation Commission

Town Board Member Hallett reported that Planning Commission items were continued until the next meeting, so he'll have more information on April 27th.

For RE-4 School District, their next meeting is April 20th. Looking back at a special meeting last month, they had an executive session focused on Title IX and their authority around donations, sponsorship, and similar matters.

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For the Historical Preservation Commission, he thanked Eric for attending their meeting and noted good communication about different swag items for events. Two upcoming events were highlighted: May 2nd from 9 AM to 10:30 AM at Peculier Ales featuring a reading and a 10-15 minute presentation, followed by open forum Q&A; and June 6th the 50/150/250 event with a booth at the farmers market from 10 AM to 1 PM featuring swag and possibly a scavenger hunt for historical items with prizes for completion.

Mayor Cline - Windsor Downtown Alliance, I-25 Coalition, North Front Range MPO, US34 Coalition & NoCo34 TMO

Mayor Cline reported on multiple regional board meetings. The US 34 Coalition met April 1st for CDOT reports and corridor study updates. The I-25 Coalition also met April 1st with a presentation from the Colorado Transportation Investment Office on their 10-year plan projects strategy update, potentially approved by the Transportation Board in May. The new Express Lane tolls and work zone revenues put them in good position to fund other I-25 projects and potentially bond for quicker project completion.

The Go NoCo 34 TMO met April 2nd to review member survey results and conduct a deep dive on winter bike to workday, which was one of the warmest on record. They noted one of the longest commuters rode from Boulder (2.5 hours one way) and attempts this every couple of weeks. A few days after the meeting, the Executive Director resigned due to family issues with her last day being April 20th. A job posting went out immediately seeking quick replacement, and she left everything in excellent order.

The North Front Range MPO also met April 2nd, working on an air quality conference at Embassy Suites in Loveland or possibly Blue Arena, inviting the northwestern region including Utah, Nevada, and Arizona for a multi-day event focusing on similar climate and air quality issues. They received significant interest from other mountain states and are seeking sponsorship. Transportation plans will come for board approval next month, and they received updates on front range passenger rail. Importantly for Windsor, they will not have to pay the tax for front range passenger rail since the service won't stop in Windsor.

The Windsor Downtown Alliance met on March 18th and approved a mini-façade grant for Windsor Lake marketplace for new signage.

6. Public Invited to be Heard

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

B. CONSENT CALENDAR

1. Approval of the March 23, 2026 Town Board Regular Meeting Minutes - K. Frawley, Town Clerk

   Approval of the meeting minutes.

2. Board and Commission Appointments - K. Frawley, Town Clerk

   Following outreach from Mayor Cline and Mayor Pro Tem Steinbach to both the staff liaison and the board chair, the following individual is recommended for reappointment:

   Water and Sewer Board:
   Gale McGaha Miller - regular member with a term expiring March 2030
   Milt Tokunaga - regular member with a term expiring March 2030

3. Report of Bills for March 2026- D. Moyer, Director of Finance

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Town Board Member Hallett moved to approve the consent calendar as presented, Town Board Member Klimek seconded the motion. Roll call on the vote resulted as follows; Yeas - Julie Cline, Ron Steinbach, Brian Jones, Lainie Peltz, Ken Symsack, Rick Klimek, Jason Hallett; Nays - None; Motion Passed.

C. BOARD ACTION

1. Public Hearing Continuance - Request for a Conditional Use Permit to allow for the temporary keeping of animals on a lot smaller than the required 2.5 acres within the Estate Residential (ER) zone district for Westwood Village Subdivision 7th Filing, Lot 16 (636 Southwood Lane) - Adam Luckeroth, Applicant/Property Owner

   At the Planning Commission regular meeting on April 1, 2026, staff requested a continuance of the public hearing for a Conditional Use Permit (CUP) to allow the temporary keeping of animals on a lot smaller than 2.5 acres within the Estate Residential (ER) zoning district for Westwood Village Subdivision, 7th Filing, Lot 16 (636 Southwood Lane).

   The continuance was requested to provide an opportunity to receive public testimony related to the CUP.

   The Planning Commission voted unanimously (7-0) to continue the public hearing until the next regular Planning Commission meeting of April 15, 2026.

   Therefore, staff is recommending that this public hearing be continued a date certain of the next regular Town Board meeting on April 27, 2026, to ensure compliance with the procedural and public notice requirements of the code. This recommendation is included in the recommendation section of this memorandum.

2. Continuance - Consideration of a Request for a Conditional Use Permit to allow for the temporary keeping of animals on a lot smaller than the required 2.5 acres within the Estate Residential (ER) zone district for Westwood Village Subdivision 7th Filing, Lot 16 (636 Southwood Lane) - Adam Luckeroth, Applicant/Property Owner

   Please refer to public hearing item information and recommendation.

   This item was moved to a date certain of April 27, 2026.

3. Ordinance No. 2026-1743 - An Ordinance Approving the First Amendment to the Consolidated Service Plan for Overland Metropolitan District Nos. 1-6 and the First Amendment to the Intergovernmental Agreement Between the Town of Windsor, Colorado and Overland Metropolitan District Nos. 1-6

   Town Attorney Dan Money presented the second reading of an ordinance approving the first amendment to the consolidated service plan for Overland Metropolitan Districts 1-6 and the intergovernmental agreement amendment. This follows last year's ordinance 2025-1734 that amended Windsor Municipal Code to allow metropolitan districts to extend their mill levy position debt from 30 to 40 years, aligning with state statute and neighboring jurisdictions. Overland Metropolitan Districts 1-6 currently have a 30-year plan and are requesting to update to 40-year terms for consistency.

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

   Town Board Member Hallett moved to approve Ordinance No. 2026-1743, Town Board Member Symsack seconded the motion. Roll call on the vote resulted as follows; Yeas - Julie Cline, Ron Steinbach, Brian Jones, Lainie Peltz, Ken Symsack, Rick Klimek, Jason Hallett; Nays - None; Motion Passed.

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4. Ordinance No. 2026-1745 An Ordinance of the Town of Windsor, Colorado, Authorizing the Issuance and Sale of the Town of Windsor Wastewater Enterprise Revenue Bonds, Series 2026; Providing for the Source of Payment of Such Bonds, and Providing Other Details Concerning the Bonds.

   Finance Director Dean Moyer presented the first reading of an ordinance authorizing issuance and sale of wastewater enterprise revenue bonds, series 2026, for financing the sewer plant expansion project. The financing team was assembled last fall and decided on PNC as the lender with a specific financing strategy. Originally planned as three chunks of money, PNC offered to lend money for both phases 1 and 2 at a fixed rate with all money provided upfront that can be invested in a government asset pool and accessed as needed. This approach locks in interest rates for 2 years and saves money by avoiding another financing search. The $93 million covers phases 1 and 2, with a third financing planned for 2028 to complete the project. PNC, a large national bank, recently bought First Bank which has local presence and has done business with Windsor for many years.

   Jay Bremer from Northland Securities answered questions about the financing structure, confirming that refinancing would require mutual agreement as is common with bank financings, and that they're moving from three transactions to two. He confirmed that the historic earnings test accounts for projected growth including 300 homes per year and that Windsor covers the requirements comfortably both historically and in future projections. Town Board Member Steinbach asked about reserve fund requirements, and Bremer confirmed that due to Windsor's excellent financial standing, they are not required to fund a reserve fund.

   Town Board Member Hallett moved to approve Ordinance No. 2026-1745, Town Board Member Jones seconded the motion. Roll call on the vote resulted as follows; Yeas - Julie Cline, Ron Steinbach, Brian Jones, Lainie Peltz, Ken Symsack, Rick Klimek, Jason Hallett; Nays - None; Motion Passed.

5. Ordinance No. 2026 - 1746 - An Ordinance of the Town of Windsor, Colorado, to Utilize Available Funds to Redeem, Pay and Discharge all of the Outstanding Loan with Colorado Water Resources and Power Development Authority (“CWRPDA”), Dated November 1, 2011; Prescribing Other Details in Connection Therewith; and Declaring an Emergency.

   Finance Director Dean Moyer presented the first reading of an ordinance to utilize available funds to redeem the outstanding loan with Colorado Water Resources and Power Development Authority dated November 1, 2011. This ordinance works in conjunction with the previous bond authorization. Due to parity bonds test requirements, since both the existing 2011 obligation and new bonds would be paid with sewer rates, they decided to pay off the remaining balance on the 2011 bond to clear the parity bonds test. The loan was due to be paid off in 2027, so very little remains. Importantly, existing funds will be used to pay this obligation, not funds from the new financing.

   Kim Crawford from Butler Snow law firm explained via phone that the 2011 loan prevents issuance of subordinate bonds unless there's 100% coverage ratio for old loans plus new loans. By paying off the 2011 loan, they can issue subordinate bonds without coverage tests since the 2022 bond gets paid before the new loan. Water and Power is providing consent for this early payoff.

   Town Board Member Symsack asked whether the $500,000 paid with existing funds could be reimbursed from new funds, and Finance Director Moyer confirmed they cannot - existing funds must retire existing bonds before proceeding to new financing. Town Board Member Jones confirmed this $500,000 was not in the 2026 budget and will require a supplemental budget amendment.

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Town Board Member Hallett moved to approve Ordinance No. 2026-1746, Town Board Member Symsack seconded the motion. Roll call on the vote resulted as follows; Yeas - Julie Cline, Ron Steinbach, Brian Jones, Lainie Peltz, Ken Symsack, Rick Klimek, Jason Hallett; Nays - None; Motion Passed.

6. Ordinance No. 2026-1747 - An Ordinance Amending Certain Portions of Chapter 11 of the Windsor Municipal Code, Concerning the Use of the Public Right of Way, Permitting, and Requirements Thereto within the Town of Windsor, Colorado

   Deputy Town Attorney Kim Mihm, along with Director of Public Works Brian Rowe and Director of Engineering Omar Herrera, presented the first reading of an ordinance amending Chapter 11 of Windsor Municipal Code concerning public right of way permitting and requirements. This amendment consolidates and updates existing regulations that were scattered throughout the code.

   Mayor Pro Tem Steinbach asked several questions about permit requirements for homeowners placing rocks in streets, with staff confirming this would require an occupation permit and that either property owners or their contractors can apply, though the property owner remains ultimately responsible.

   Town Board Member Hallett asked about master lists of required permits for property owners to verify contractor compliance, and staff confirmed the online portal provides this information with contact numbers for questions.

   Town Board Member Symsack asked about the annual meetings requirement given the staff burden, and Deputy Town Attorney Mihm explained these are intended to coordinate maintenance programs with permittee plans for joint location opportunities when possible.

   Mayor Pro Tem Steinbach expressed disappointment that they couldn't find ways to minimize impact on homeowners, feeling the requirements are unnecessarily burdensome for individual property owners trying to improve landscaping, though he understood the importance for it and would vote in favor.

   Town Board Member Hallett moved to approve Ordinance No. 2026-1747, Town Board member Peltz seconded the motion. Roll call on the vote resulted as follows; Yeas - Julie Cline, Ron Steinbach, Brian Jones, Lainie Peltz, Ken Symsack, Rick Klimek, Jason Hallett; Nays - None; Motion Passed.

7. Water Supply Index (WSI) for 2026

   Water Resources Manager Leif Lesoing presented the 2026 Water Supply Index, noting the drought conditions with South Platte Basin snow water equivalent at historic lows of 34% of average, with rivers likely having already peaked in March. The seasonal precipitation outlook shows hotter and drier conditions, with drought persisting throughout most of Colorado.

   The water supply index uses supply over demand calculations, with main supply being CBT units from Northern Water and North Poudre shares. Taking full carryover into account and using highest historical demand with adjustments for increased demand and contractual obligations, Windsor's water supply index calculates to 110%, indicating Level 0 with adequate water supply requiring no drought restrictions at this time.

   Lesoing emphasized that while no restrictions are needed, residents should still be efficient with water usage. The town will continue monitoring demands and return if changes require different restrictions. He noted hope for El Niño patterns but acknowledged Windsor might be too far north to benefit significantly, though historical precedent shows dramatic turnarounds possible

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as happened between drought year 1982 and record runoff year 1983.

D. COMMUNICATIONS

1. Communications from Town Attorney

   Town Attorney Dan Money congratulated the board for being complete and expressed appreciation for seeing everyone back together.

2. Communications from Town Staff

a. Major Site Plan - Wizards Subdivision, Lot 2 (Windsor Middle School - 900 Main Street) - K. Lambrecht, Long Range Planner

b. Minor Site Plan - Wizards Subdivision, Lot 4 (Windsor High School Greenhouse - 1100 Main Street) - K. Lambrecht, Long Range Planner

c. Major Site Plan - Grasslands Subdivision 5th Filing - Condominiums - S. Mezzetti, Senior Planner

d. December 2025 Financial Report - D. Moyer, Director of Finance

   Town Clerk Karen Frawley reported a 16% return rate for the recent election with just over 31,000 ballots sent and over 5,000 returned. Town Board Member Peltz asked if this was normal for April elections, with staff confirming it was typical.

   Finance Director Dean Moyer presented the December 2025 financial report, explaining the delay until auditors completed their preliminary review. Sales tax performed well, ahead of 2024 by nearly 10%, while construction use tax lagged behind in both permits and revenue. Property tax collection was nearly complete. Operating expenditures totaled about $70 million compared to $78 million budgeted. He highlighted that internet sales from vendors not located in Windsor represent 53% of sales tax revenue compared to 15% from actual brick-and-mortar Windsor businesses, emphasizing how internet sales have boosted collections. Construction use tax directly correlates with building permits, with 2024 seeing 183 single-family home permits compared to higher numbers in previous years.

   Senior Planner Sandra Mezzetti announced a community open house on May 2nd from 6-7:30 PM via teams as part of the engagement portion of the housing action plan. She encouraged attendance and noted the session will be recorded for those unable to attend.

   Deputy Town Manager Eric Lucas announced the AI chatbot will go live May 4th. The communications team asked every third-grader in RE-4 School District to choose between three names and provide designs. The winning name was Sugar Beet Sam, beating Tony the Trout in a close contest, while Bruno the Bison received only one vote.

3. Communications from Town Manager

a. Monthly Board Report — Focus Area Updates

   Town Manager Shane Hale thanked Town Clerk Karen Frawley and her team for their work on the election and expressed appreciation for the smooth process.

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4. Communications from Town Board

   Town Board Member Peltz shared information about free electronic recycling events in Weld County on May 16th in Greeley and June 6th in Frederick.

   Town Board Member Symsack thanked Town Clerk Frawley for her thankless but important election work.

   Town Board Member Hallett also thanked Town Clerk Frawley for election administration and financial reports, expressing relief that election season has passed.

   Mayor Cline thanked the Clerk's Office and noted they already have election judges lined up for next year. She promoted the Friends of the Library author event on Friday (VIP session) and Saturday, and encouraged participation in the polar plunge at Windsor Lake on Saturday, whether participating or donating while watching others jump in the lake.

E. EXECUTIVE SESSION

1. An Executive Session Pursuant to Colorado Revised Statutes §24-6-402(4)(b) and (e)(I) for a Conference with an Attorney for the Town Board to Receive Legal Advice on Specific Legal Questions and for the Purpose of Determining Positions Relative to Matters that may be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Concerning Water

2. An Executive Session Pursuant to Colorado Revised Statutes §24-6-402(4)(b) and (e)(I) for a Conference with an Attorney for the Town Board to Receive Legal Advice on Specific Legal Questions and for the Purpose of Determining Positions Relative to Matters that may be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Concerning Greeley Annexation

   Town Board Member Hallett moved to enter into executive session pursuant to Colorado Revised Statutes §24-6-402 (4)(b) and (e)(I) for a conference with an attorney for the Town Board to receive legal advice on specific legal questions and for the purpose of determining positions relative to matters that may be subject to negotiations; developing positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators concerning water and the Greeley annexation, Town Board Member Klimek seconded the motion. Roll call on the vote resulted as follows; Yeas - Julie Cline, Ron Steinbach, Brian Jones, Lainie Peltz, Ken Symsack, Rick Klimek, Jason Hallett; Nays - None; Motion Passed.

   The Town Board entered into an executive session at 9:09 p.m.

   Upon a motion duly made, the executive session was closed and the Town Board returned to the regular meeting at 11:11 p.m.

   Upon returning to the regular meeting, Mayor Cline advised that if any participants in the executive session believed the session contained any substantial discussion of any matters not included in the motion to convene the executive session, or believed any improper action occurred during the session in violation of the open meetings law; such concerns should now be stated. Hearing none, the regular meeting resumed at 11:11 p.m.

DRAFT

F. ADJOURN

Town Board Member Hallett moved to adjourn, Town Board Member Klimek seconded the motion. Roll call on the vote resulted as follows; Yeas - Julie Cline, Ron Steinbach, Brian Jones, Lainie Peltz, Ken Symsack, Rick Klimek, Jason Hallett; Nays - None; Motion Passed.

Upon a motion duly made, the meeting was adjourned at 11:12 p.m.

_____

Karen Frawley, Town Clerk

DRAFT

MEMORANDUM

Date: April 27, 2026
To: Mayor and Town Board
From: Kurt Clow, Police Commander
Re: Resolution No. 2026-20 - A Resolution Approving the Weld County Threat Assessment Group Memorandum of Understanding - K. Clow, Police Commander
Item #: B.2.

Background / Discussion:
The Weld County Threat Assessment Group is a multi-jurisdictional, multi-disciplinary group that is newly formed in Weld County. It follows a model used in many counties, including Larimer County, where the Windsor Police Department has participated in that Threat Assessment Group for several years. The idea is to bring together service providers in a regional on a regular basis to share information about individuals who may be displaying concerning and threatening behaviors. This information sharing allows group members to be aware of these individuals, make sure they are receiving the services they need, and make sure there is monitoring and intervention, if required. This model has proven to be successful nationally in identifying, monitoring, and preventing violence from individuals who have exhibited indicators of violence. There is no financial obligation to be part of this group and the MOU is similar to the one we have signed and are operating under with the Larimer County TAG.

Financial Impact:

Relationship to Strategic Plan:
Community Safety, Small Town Feel

Recommendation:
Approve Resolution No. 2026-20 - A Resolution Approving the Weld County Threat Assessment Group Memorandum of Understanding

CC:

Attachments:
1. 4-23-26 Weld TAG Agency Agreement
2. 4-23-2026 Resolution 2026- 20 Approving Weld TAG MOU

WELD THREAT ASSESSMENT GROUP
MEMORANDUM OF UNDERSTANDING- PARTICIPATING AGENCIES

Mission Statement: The Weld Threat Assessment Group ("TAG") is established to enhance collaboration, coordination, communication, when dealing with targeted violence threats impacting the Weld County, Colorado. The TAG has adopted a whole of communities approach designed to integrate federal, state, and local law enforcement and criminal justice agencies, school districts, universities and colleges, social services, health care, mental health, and behavioral health providers, and other key stakeholders in the community to collectively identify, address, and manage these complex threats by providing timely and extensive threat assessment support to the impacted member agency dealing with an evolving or imminent targeted violence threat to public safety. Members of the TAG are selected and specifically trained in current threat assessment and management principles and techniques to provide the best possible assessments and recommendations.

Team Composition: The team comprises representatives from each participating agency/entity. Those participating are:

- Weld County Sheriff's Office

Each member shall be referred to as a "Party" and the members collectively shall be referred to as the "Parties."

Roles and Responsibilities: The primary purpose of the TAG is to provide timely and extensive threat assessment support to the impacted participating agency dealing with an evolving or imminent targeted violence threat. Each Party will assign a member as a representative/liaison to the TAG. Each Party will ensure regular participation in meetings, which will occur monthly. The TAG will be overseen by a Supervisor (see Supervision and Support below).

Which Cases will be Assessed: Any of the Parties may bring a threat case before the team to be assessed.

Any Party bringing a case to the team is encouraged to bring whatever sources of information the member feels would benefit the team in either assessing or managing the case. Those sources of information might include (but are not limited to) open-source intelligence, reports, documents, recordings, and persons such as probation officers, school resource officers, co-responders or victim advocates.

Information Sharing: The Parties should follow the existing or any updated agreements or memorandums of understanding regarding Information Sharing Agreements with Local Agencies that are in place, as mandated by State Law (C.R.S. §§ 19-1-303(1)(b) and 22-32-109.1(3)).

Case Management: TAG does not manage or lead investigations. It is the responsibility of the impacted/originating agency to lead and maintain ownership of their investigations, to include documentation of any TAG involvement in their respective investigation. Transfer of case ownership may occur between TAG members upon agreement by both agencies and within the scope of their agency's legal authorities, policies and procedures.

Case Files: The confidentiality and custody of all case files are the responsibility of the Party that brought the case to the team. No case or intelligence records will be separately maintained by the TAG. Member and visitor agreements will be held by a designated co-lead management agency. Any intelligence documentation or bulletins will be maintained by the Northern Colorado Intelligence Unit in accordance with their policies and procedures.

Confidentiality: Any Party bringing a guest to a team meeting is responsible for ensuring the guest has signed a "Weld Threat Assessment Group, Visitor Confidentiality Agreement" prior to the meeting. (See attached). The signed copy of the Weld Threat Assessment Group, Visitor Confidentiality Agreement, will be held and maintained by the designated co-lead management agency.

A Party must coordinate with the case owner agency if they need/want to share information to others outside meeting attendees.

Team Membership: The administrative authority of each Party has sole authority for selection of which individual(s) will serve as the Party's representative(s) to the team.

Continuing Education: The Parties will be committed to continued training and education in the area of targeted violence threat assessment and management. The FBI will work with the Behavioral Analysis Unit to identify additional trainings in the area of targeted violence threat assessment and management. Any of the Parties may also recommend and share information on trainings to the group.

Supervision and Support: The Colorado Department of Public Safety, Colorado Information Analysis Center (CIAC)'s designee will act as lead for the Weld TAG. This leadership role is intended to manage the TAG only and does not provide any authority to the Windsor Police Department over investigations that are presented to the TAG from outside their respective agencies. The management of the TAG includes scheduling meetings, including emergency meetings due to potential imminent threats, maintaining member rosters, setting and disseminating the agenda, as well as other administrative activities.

The FBI will provide threat assessment and threat management consultation and operational support through the FBI's Behavioral Threat Assessment Center (BTAC) on a case by case basis, as requested by TAG, and coordinated by the FBI TAG member.

Liability: The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel participating in the TAG.

Each Party agrees to notify the other Parties in the event of receipt of a civil claim arising from the Parties participation in the TAG. The Parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from acts or omissions related to the TAG. Nothing in this paragraph prevents any Party from conducting an independent administrative review of any incident giving rise to a claim.

All Parties remain bound by the laws and policies that govern their respective agencies, and each Party will comply with all federal and state laws relating to matters of information reporting, sharing and confidentiality.

Colorado Governmental Immunity Act: No term, condition, or representation made herein shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S.

Agreement Terms: Any Party may withdraw from the TAG at any time with written notification. This MOU may be modified at any time by written consent of all Parties.

This is an annual agreement with automatic renewal up to four times.

Non-Appropriation/TABOR: The parties understand and acknowledge that cities or Colorado Governmental Units are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, any payment obligations of the cities or Colorado Governmental Units are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the current fiscal period. Notwithstanding any other provision of this Agreement concerning termination, upon the cities' or Colorado Governmental Units' failure to appropriate such funds, this Agreement shall automatically terminate.

Counterparts and Signatures: This MOU may be executed in multiple counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same MOU.

Acknowledgment and Concurrence of Administrative Authority:

By signing on behalf of myself and the agency I represent, I understand and agree with the structure and operational direction outlined in this document for the Weld Threat Assessment Group.

Agency Head or Designee Signatures:

Windsor Police Department

_____ _____

Stephen Garrison, Chief of Police Date

TOWN OF WINDSOR

RESOLUTION NO. 2026-20

A RESOLUTION APPROVING THE WELD COUNTY THREAT ASSESSMENT GROUP MEMORANDUM OF UNDERSTANDING

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

WHEREAS, the Weld County Threat Assessment Group ("TAG") was established to enhance collaboration, coordination and communication when addressing targeted violence threats impacting Weld County, Colorado; and

WHEREAS, the primary purpose of TAG is to provide timely and comprehensive threat assessment support to participating agencies responding to an evolving or imminent target violence threat; and

WHEREAS, the Weld Threat Assessment Group Memorandum of Understanding, attached hereto and incorporated herein by reference, establishes the provisions with which the Town will comply in order to be an active participant in TAG; and

WHEREAS, Article XIV, Sec. 18 of the Colorado Constitution, Colorado Revised Statutes Sec. 29-1-201 *et seq.*, and Sec. 29-5-104, authorize governments to cooperate and contract with one another, and allow for the sharing of law enforcement personnel among jurisdictions; and

WHEREAS, the Town finds that participation by the Windsor Police Department in TAG is in the best interest of the Town, and supports the public health, safety and welfare of the community.

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

Section 1. The Weld Threat Assessment Group Memorandum of Understanding is approved.

Section 2. The Chief of Police of the Town of Windsor is authorized to sign the Weld Threat Assessment Group Memorandum of Understanding.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this ____ day of _____ 2026.

TOWN OF WINDSOR, COLORADO

ATTEST:

_____
Julie Cline, Mayor

_____
Karen Frawley, Town Clerk [Seal]

MEMORANDUM

Date: April 27, 2026
To: Mayor and Town Board
From: Doug Roth, Civil Engineer IV
Re: Resolution No. 2026-21 - A Resolution Accepting and Ratifying an Easement for the Oklahoma Drainage Basin - D. Roth, Civil Engineer
Item #: B.3.

Background / Discussion:
The 2026 Capital Improvement Program includes the Oklahoma Drainage Basin Interim Improvements at Weld County Road 17. The project involves installing an early flood warning system near the culvert crossing of WCR 17 at the arroyo just north of WCR 60. Based on engineering analysis, WCR 17 is at risk of overtopping where the culvert is located.

During design of the warning system, it was discovered that defined easements did not exist for portions of the historic box culvert extending outside WCR 17 ROW. Staff worked with the warning system designer as well as the property owner west of WCR 17 to determine necessary easement limits. A proposed utility and drainage easement was drafted that covers the box culvert extension on the west side of WCR 17 and also all the flood warning system components. The property owner has signed the easement and has not requested any compensation for the easement.

Financial Impact:
No impact.

Relationship to Strategic Plan:
Vital Infrastructure and Strategic Plan Guiding Principle of Community Safety

Recommendation:
Approve Resolution 2026-21 - A Resolution Accepting and Ratifying an Easement for the Oklahoma Drainage Basin

CC:

Attachments:
1. TB Resolution No. 2026-21 - Accepting Non-exclusive Permanent Drainage and Utility Easement
2. Windsor-Vima Partners-Oklahoma Drainage Basin and Utility Easement - Recorded

TOWN OF WINDSOR

RESOLUTION NO. 2026-21

A RESOLUTION RATIFYING AND ACCEPTING A NON-EXCLUSIVE PERMANENT DRAINAGE AND UTILITY EASEMENT WITHIN THE OKLAHOMA DRAINAGE BASIN BETWEEN VIMA PARTNERS, LLC AND THE TOWN OF WINDSOR

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

WHEREAS, the Town maintains multiple infrastructure systems for various public utilities; and

WHEREAS, the Town has been granted a permanent drainage and utility easement pursuant to the Permanent Drainage and Utility Easement Agreement, attached hereto and incorporated herein by reference; and

WHEREAS, the Town Board wishes to accept this Easement, finding such acceptance promotes the public health, safety, and welfare.

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

Section 1. The attached Permanent Non-Exclusive Drainage and Utility Easement (Oklahoma Drainage Basin) is accepted, ratified and approved.

Section 2. The Mayor was authorized to execute the Permanent Non-Exclusive Drainage and Utility Easement (Oklahoma Drainage Basin) on the Town's behalf.

Upon motion duly made, seconded, and carried, the foregoing Resolution was adopted this 27th day of April, 2026.

TOWN OF WINDSOR, COLORADO

_____
Julie Cline, Mayor

ATTEST:

[Seal]

_____
Karen Frawley, Town Clerk

5096551 04/20/2026 04:42 PM
Total Pages: 6 Rec Fee: $43.00
Carly Koppes - Clerk and Recorder, Weld County , CO

PERMANENT NON-EXCLUSIVE DRAINAGE AND UTILITY EASEMENT
(Oklahoma Drainage Basin)

THIS PERMANENT NON-EXCLUSIVE DRAINAGE AND UTILITY EASEMENT AGREEMENT dated as of April 9 2026 (this "Easement Agreement"), is entered into between VIMA PARTNERS, LLC, a Colorado limited liability company (the "**Grantor**") and the TOWN OF WINDSOR, COLORADO, a Colorado home rule municipal corporation (the "**Grantee**"), for the purposes and upon the conditions stated below.

WHEREAS, Grantor desires to acquire a Permanent Non-Exclusive Easement (hereinafter referred to as the "Easement") for construction, access and maintenance of roadside drainage facilities (the "Facilities") across certain real property owned by Grantor, described in **Exhibit "A"** and attached hereto ("Easement Area"), for the purpose specified herein, on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor hereby sells, grants and conveys to Grantee the Easement in, on, over, under, across and through the Easement Area, as more particularly described on **Exhibit "A"** on Grantor's real property, being located in Weld County, Colorado; as further described in said attached Exhibit A.

2. Term of Easement. The Easement is deemed to touch and concern the subject land and to be perpetual and binding on the respective successors and assigns of Grantor and successors of Grantee.

3. Purpose of Easement. This Easement Agreement is to allow Grantee to install, construct, reconstruct, use, operate, maintain, repair, replace, patrol, upgrade or remove the Facilities which include culverts, roadside ditches, early flood warning system equipment and other drainage and early flood warning system improvements necessary for operation of the Facilities, relocation of the Facilities and to have unlimited and perpetual access to and from the Easement Area.

4. Warranty. Grantor warrants that it is the owner of the Easement Area in fee simple and has authority to grant the Easement to Grantee.

5. Reservation of Rights and Prohibited Uses. Grantor, for itself and its successors and assigns, reserves all rights to make full use of the Easement including the right to use and possess the Easement Area except for such uses as might endanger or interfere with the rights of Grantee in the Easement. Grantor agrees not to build or install any permanent structure or building on any part of the Easement including, but not limited to, posts, poles, fences (except posts, poles, or fences that can easily be removed and reconstructed), dwellings, garages, barns, sheds, or storage structures of any kind. If Grantor places, installs or constructs any prohibited structure in or over the Easement or otherwise is in violation of this Easement Agreement, Grantor shall remove or correct the violation three (3) days after the receipt of written notice from Grantee. If Grantor fails

to remove or correct the violation, Grantee may do so and Grantor shall reimburse Grantee immediately for Grantee's reasonable costs incurred in doing so.

Grantor agrees not to alter the ground contours within the Easement Area or to impair any lateral or subjacent support for any improvements constructed in, on, over or beneath the surface of the Easement Area without written permission of Grantee.

6. Restoration. Grantee shall replace, repair or reimburse Grantor for the reasonable cost of replacement or repair of physical damage to Grantor's property to bring it to as close a condition as the property was in prior to Grantor's activities as is reasonably possible within, and if necessary outside of, the Easement Area, where such damage is caused by Grantee's construction or other physical activities on Grantor's property or the Easement Area pursuant to this Easement Agreement.

7. Additional Rights and Provisions.

A. Grantee shall have the perpetual right to cut, trim, control and remove trees, brush, and other obstructions which injure or interfere with Grantee's use, occupancy or enjoyment of the Easement or Grantee's right to construct, reconstruct, install, use or operate, maintain, repair, patrol, replace, upgrade, or remove its improvements, without liability for damages arising therefrom.

B. This Easement Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Easement Agreement.

C. The failure of Grantor or Grantee to insist, in any one or more instances, upon the strict performance of any of the obligations, covenants, or agreements herein, or the failure of either Grantor or Grantee in any one or more instances to exercise any option, privilege, or right herein shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by either Grantor or Grantee of declaring any default hereunder shall in any manner be construed as constituting a waiver of such default.

D. This Easement Agreement shall be construed and enforced according to the laws of the State of Colorado. Venue and jurisdiction for any litigation arising from this Easement or the subject matter thereof shall lie exclusively in the District Court in and for Weld County, Colorado.

E. This Easement Agreement represents the entire agreement between Grantor and Grantee with respect to the subject matter hereof and no additional or different representation, promise or agreement, oral or otherwise, shall be binding on either of the parties hereto regarding the subject matter of this Easement Agreement, unless stated in a writing expressly referring to this Easement Agreement and signed by both Grantor and Grantee.

THE GRANTOR:

VIMA PARTNERS, LLC

By: _____
Martin Lind, Manager

STATE OF COLORADO)
) SS
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 9th day of April, 2026, by Martin Lind as Manager of VIMA PARTNERS, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: September 9, 2028

_____
Lara D. Wynn, Notary Public

LARA D. WYNN
NOTARY PUBLIC
State of Colorado
Notary ID # 20044032091
My Commission Expires 09/09/2028

GRANTEE:

THE TOWN OF WINDSOR,
a Colorado home rule municipal corporation

Julie Cline, Mayor

STATE OF COLORADO)
) SS
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 15 day of April, 2026 2026, by Julie Cline as Mayor of the Town of Windsor, a Colorado home rule municipal corporation.

My commission expires: 2/16/30

PENELOPE MASCARENAS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20264005955
MY COMMISSION EXPIRES 02-16-2030

Notary Public

EXHIBIT A
PARCEL DESCRIPTION

A parcel of land, situate in the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section Five (5), Township Five North (T.5N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

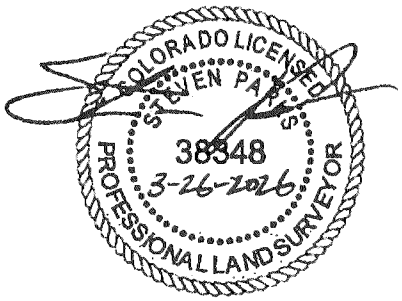
COMMENCING at the Southeast corner of said Section 5 and assuming the East line of said SE1/4SE1/4 as bearing North 05°12'14" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 1332.41 feet, being monumented by a #6 rebar with 2.5" aluminum cap stamped LS 38304 at the Southeast Corner and a #6 rebar with a 2.5" illegible cap at the South 1/16th corner and with all other bearings contained herein relative thereto;

THENCE North 05°12'14" East, along said East line, a distance of 847.42 feet;
THENCE North 84°47'46" West a distance of 30.00 feet to the West Right of Way line of Weld County Road 17 and to the POINT OF BEGINNING;
THENCE South 88°28'10" West a distance of 50.35 feet;
THENCE North 05°12'14" East a distance of 30.20 feet;
THENCE North 88°28'10" East a distance of 50.35 feet to said West Right of Way line;
THENCE South 05°12'14" West, along the West Right of Way line, a distance of 30.20 feet to the POINT OF BEGINNING.

Said described parcel of land contains 1,510 Square Feet, more or less (±).

SURVEYORS STATEMENT

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

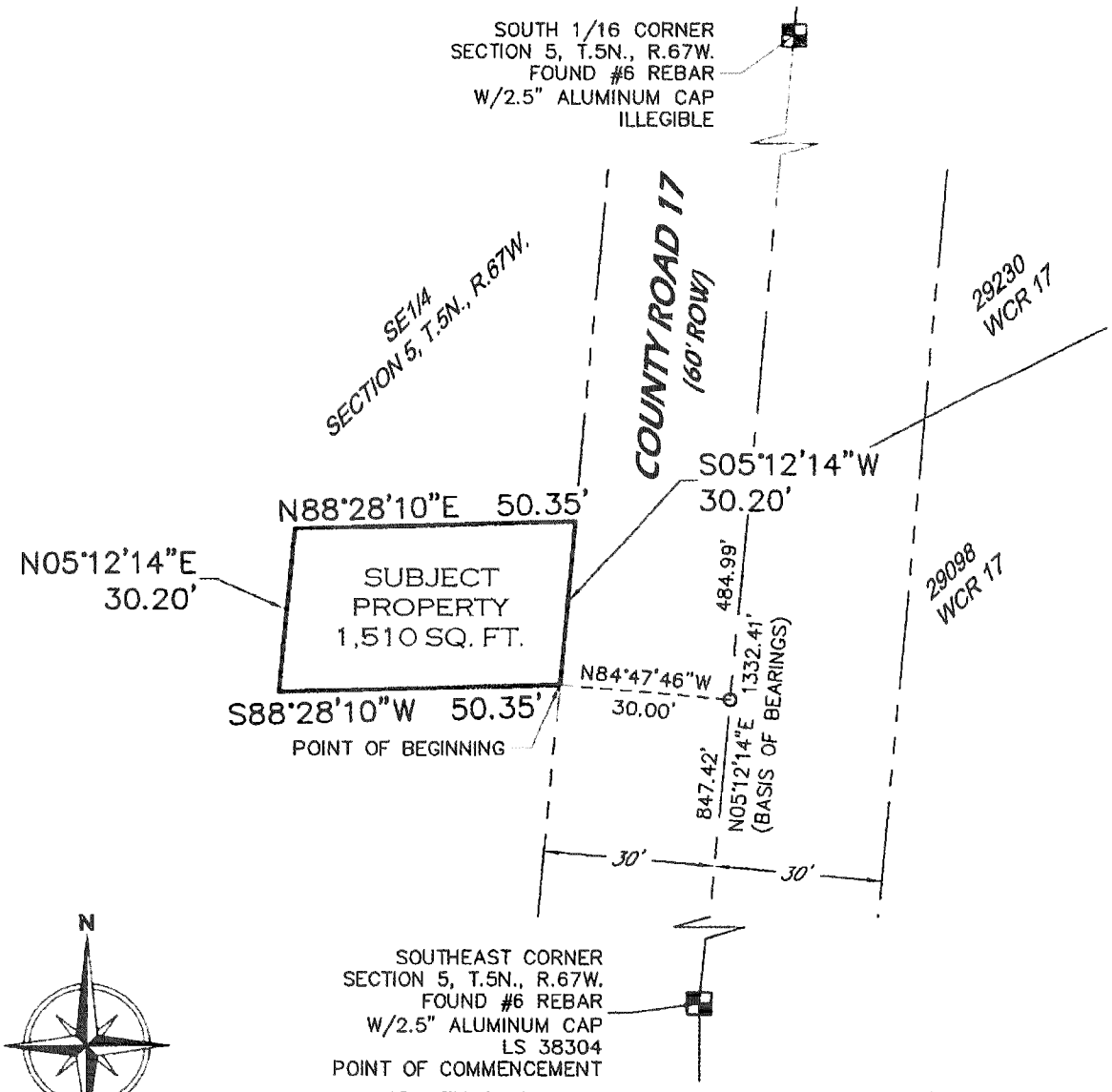


Steven Parks - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550

Drainage & Utility Easement
SE1/4 Section 5, T.5N., R.67W

EXHIBIT A



Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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

COLORADO LICENSED
STEVEN PARKS
38348
3-26-2026
PROFESSIONAL LAND SURVEYOR

MAJESTIC SURVEYING

Steven Parks, PLS 38348
On behalf of Majestic Surveying, LLC

PROJECT NO: 2026089 CLIENT: TOW
DATE: 3-26-20226 SCALE: 1"=30'

MEMORANDUM

Date: April 27, 2026
To: Mayor and Town Board
From: Doug Roth, Civil Engineer IV
Re: Resolution No. 2026-22 - A Resolution Accepting a Deed of Dedication for Right of Way from the Winter Farm Metropolitan District No. 2 to the Town of Windsor Concerning Pagosa Drive - D. Roth, Civil Engineer
Item #: B.4.

Background / Discussion:
During design of the King Soopers site plan, located northeast of the intersection of SH 392 and Hollister Lake Road, it was determined that additional off-site ROW was needed to support planned improvements. ROW for the northern portion of Pagosa Drive was dedicated during platting of Winter Farm Subdivision, but a greater ROW width is needed to support the planned street and sidewalk cross-section. Pagosa Drive will be extended south across the King Soopers property to SH 392. The area of deficient ROW is on Pagosa Drive just south of Sundance Drive. Two narrow strips of ROW are needed from the Winter Farm Metropolitan District No. 2 so that Pagosa Drive can be constructed with adequate sidewalks and bike lanes.

The King Soopers Team coordinated with Town staff on ROW dedication format and language. Staff directed the King Soopers Team to have the ROW dedicated from Winter Farm Metropolitan District No. 2 to the Town of Windsor. The King Soopers Team then directly coordinated with Winter Farm Metropolitan District No. 2 and obtained ROW dedication signoff from Winter Farm Metropolitan District No. 2.

Financial Impact:
No financial impact

Relationship to Strategic Plan:
Vital Infrastructure and Strategic Growth

Recommendation:
Approve Resolution No. 2026-22 - A Resolution Accepting a Deed of Dedication for Right of Way from the Winter farm Metropolitan District No. 2 to the Town of Windsor

CC:

Attachments:
1. Resolution 2026-22 accepting Deed of Dedication of ROW
2. Deed in Dedication for ROW - 4-4-2026 - signed by District

TOWN OF WINDSOR

RESOLUTION NO. 2026-22

A RESOLUTION ACCEPTING A DEED OF DEDICATION FOR RIGHT OF WAY FROM THE WINTER FARM METROPOLITAN DISTRICT NO. 2 TO THE TOWN OF WINDSOR CONCERNING PAGOSA DRIVE

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

WHEREAS, the Town is responsible for a system of public access and public egress routes within its corporate limits, and requires the dedication of rights of way for such public purposes; and

WHEREAS, in conjunction with the King Soopers development within the Windsor Industrial Park Subdivision, additional right of way along Pagosa Drive is required for public use for a perpetual right of way for street, road, sidewalk and utility purposes; and

WHEREAS, the property owner has tendered a Deed of Dedication for Right of Way with the accompanying Exhibit A (ROW-1) and Exhibit B (ROW-2), attached hereto and incorporated herein by reference; and

WHEREAS, the Town Board has reviewed the Deed of Dedication for Right of Way and has concluded that approval and acceptance is in the public interest.

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

Section 1. The attached Deed in Dedication for Right of Way is accepted and approved.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this ____ day of _____ 2026.

TOWN OF WINDSOR, COLORADO

_____
Julie Cline, Mayor

ATTEST:

_____
Karen Frawley, Town Clerk [Seal]

DEED IN DEDICATION FOR RIGHT OF WAY

The undersigned, WINTER FARM METROPOLITAN DISTRICT NO. 2, ("Grantor") for valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby dedicate, grant, transfer and convey to the TOWN OF WINDSOR, COLORADO, a municipal corporation ("Town"), for public use as a perpetual right-of-way for street, roadway and utility purposes on, over, across, under, along and within the real property located in Weld County, Colorado as described in the legal description and graphic depiction attached hereto as Exhibit A ("ROW-1"), and Exhibit B ("ROW-2") both of which are incorporated herein by this reference as if set forth fully, with all appurtenances, and warrant(s) the title to the same against all persons claiming under Grantor.

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

The persons who sign and execute this Agreement represent that they are duly authorized to execute this Agreement in their individual or representative capacity.

DATED this 4th day of April, 2026.

GRANTOR

Bryan Wischer, President

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss:
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 4th day of April, 2026 by Bryan Wischer.

Witness my official hand and seal. My commission expires 11/22/2028.

Notary Public

NIKOLAS T WAGNER
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20164026975
MY COMMISSION EXPIRES NOV 22, 2028

ACCEPTANCE

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

Dated this ____ day of _____, 2026.

TOWN OF WINDSOR, COLORADO

_____
Julie Cline, Mayor

ATTEST:

_____
Karen Frawley, Town Clerk

EXHIBIT A
ROW-1
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT D, WINTER FARM SUBDIVISION FIRST FILING RECORDED MARCH 10, 2004 AT RECEPTION NO. 3160633 IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT D,

THENCE S89°05'15"W, A DISTANCE OF 18.84 ALONG SAID SOUTH LINE TO A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 463.50 FEET, A CENTRAL ANGLE OF 10°07'36", A DISTANCE OF 81.92 FEET, A CHORD BEARING OF N27°45'21"W WITH A CHORD DISTANCE OF 81.81 FEET;

THENCE N32°49'09"W, A DISTANCE OF 39.17 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT D, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE RIGHT-OF-WAY FOR PAGOSA DRIVE AS DEDICATED ON SAID WINTER FARM SUBDIVISION FIRST FILING AND A NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID EASTERLY LINE AND WESTERLY LINES FOR THE FOLLOWING THREE (3) COURSES;

1. ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 61°43'46", A DISTANCE OF 21.55 FEET, A CHORD BEARING OF S63°38'59"E WITH A CHORD DISTANCE OF 20.52 FEET;
2. S32°47'28"E, A DISTANCE OF 77.46 FEET TO A CURVE TO THE RIGHT;
3. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 05°26'17", A DISTANCE OF 35.59 FEET, A CHORD BEARING OF S30°04'19"E WITH A CHORD DISTANCE OF 35.58 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 1,485 SQUARE FEET OR 0.034 ACRES, MORE OR LESS AND IS SUBJECT TO ALL RIGHT-OF-WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

BASIS OF BEARINGS: ALL BEARINGS SHOWN ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE, DERIVED FROM STATIC GPS OBSERVATIONS. CONSIDERING THE SOUTH LINE OF SAID WINTER FARM SUBDIVISION FIRST FILING TO HAVE AN ASSUMED BEARING OF N89°05'15"E, MONUMENTED ON THE WEST BY A NO. 4 REBAR OF UNKNOWN LENGTH WITH AN ATTACHED 1" RED PLASTIC CAP, STAMPED "LS 38348", AND ON THE EAST BY A NO. 4 REBAR OF UNKNOWN LENGTH, 0.6' BELOW DIRT, WITH ALL OTHER BEARINGS RELATIVE THERETO;

EXHIBIT A - DEPICTION IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT EXHIBT A -THE LEGAL DESCRIPTION. IN THE EVENT THE EXHIBIT A- LEGAL DESCRIPTION CONTAINS AN AMBIGUITY, EXHIBIT A - DEPICTION MAY BE USED TO RESOLVE SAID AMBIGUITY.



PREPARED FOR AND ON BEHALF OF GALLOWAY
BY READE COLIN ROSELLES, PLS# 37911

EXHIBIT A
ROW-1
RIGHT-OF-WAY DEPICTION

N

0 10 20 50

SCALE: 1"=50'

LEGEND

RIGHT-OF-WAY

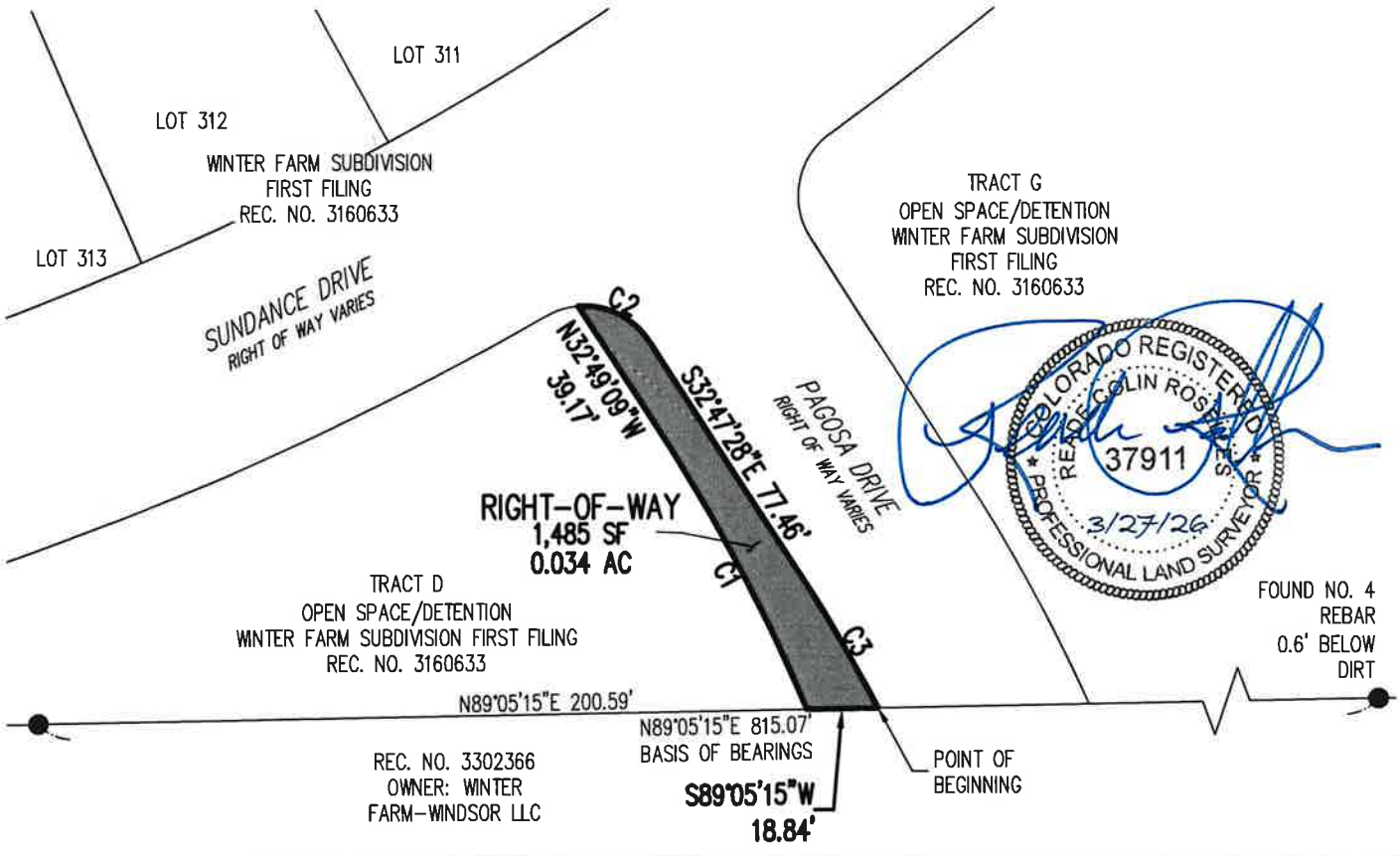
ADJACENT PROPERTY LINE

FOUND NO. 4 REBAR WITH 1" RED PLASTIC CAP, STAMPED "LS 38348" UNLESS OTHERWISE NOTED

REC. NO. RECEPTION NUMBER

THIS LEGAL AND EXHIBIT WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT TO EXAMINE ENCUMBRANCES TO THE PROPERTY. THE SURVEYOR DID NOT PERFORM ANY ADDITIONAL RESEARCH OF THE PROPERTY BEYOND THE CURRENT SUBDIVISION PLAT, IF AVAILABLE. FOR ADDITIONAL ENCUMBRANCE INFORMATION, THE SURVEYOR RECOMMENDS A TITLE REPORT BE OBTAINED.

PARCEL CURVE SEGMENT TABLE					
CURVE TAG	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	10°07'36"	81.92	463.50	N27°45'21"W	81.81
C2	61°43'46"	21.55	20.00	S63°38'59"E	20.52
C3	5°26'17"	35.59	375.00	S30°04'19"E	35.58



EXHBIT A- ROW-1 RIGHT-OF-WAY DEPICTION
TRACT D, WINTER FARM SUBDIVISION FIRST FILING

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, T. 6 N., R. 67 W. OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2

Project No:	KSS000164
Drawn By:	AN
Checked By:	RCR
Date:	3/27/2026

Galloway
5235 Ronald Reagan Blvd., Suite 200
Johnstown, CO 80534
970.800.3300
GallowayUS.com
Galloway & Company, LLC

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EXHIBIT B
ROW-2
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT G, WINTER FARM SUBDIVISION FIRST FILING RECORDED MARCH 10, 2004 AT RECEPTION NO. 3160633 IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT G ALSO BEING ON THE EASTERLY LINE OF THE RIGHT-OF-WAY FOR PAGOSA DRIVE AS DEDICATED ON SAID WINTER FARM SUBDIVISION FIRST FILING;

THENCE ALONG WESTERLY LINE SAID TRACT G AND SAID EASTERLY LINES FOR THE FOLLOWING THREE (3) COURSES;

1. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 08°44'40", A DISTANCE OF 64.86 FEET, A CHORD BEARING OF N28°25'07"W WITH A CHORD DISTANCE OF 64.80 FEET;
2. N32°47'28"W, A DISTANCE OF 77.29 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
3. ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 58°14'23", A DISTANCE OF 20.33 FEET, A CHORD BEARING OF N03°39'49"W WITH A CHORD DISTANCE OF 19.47 FEET;

THENCE S32°49'09"E, A DISTANCE OF 60.28 FEET TO A CURVE TO THE RIGHT;

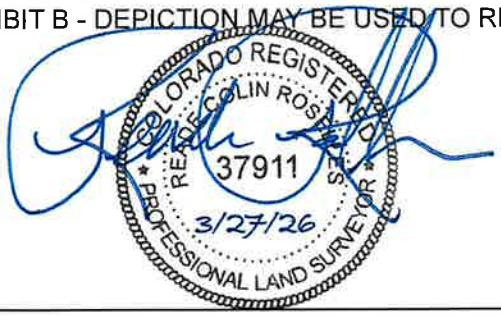
THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 533.50 FEET, A CENTRAL ANGLE OF 10°58'31", A DISTANCE OF 102.19 FEET, A CHORD BEARING OF S27°19'53"E WITH A CHORD DISTANCE OF 102.04 FEET TO THE SOUTH LINE OF SAID TRACT G;

THENCE S89°05'15"W, A DISTANCE OF 5.58 FEET ALONG SAID SOUTH LINE TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 1,277 SQUARE FEET OR 0.029 ACRES, MORE OR LESS AND IS SUBJECT TO ALL RIGHT-OF-WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

BASIS OF BEARINGS: ALL BEARINGS SHOWN ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE, DERIVED FROM STATIC GPS OBSERVATIONS. CONSIDERING THE SOUTH LINE OF SAID WINTER FARM SUBDIVISION FIRST FILING TO HAVE AN ASSUMED BEARING OF N89°05'15"E, MONUMENTED ON THE WEST BY A NO. 4 REBAR OF UNKNOWN LENGTH WITH AN ATTACHED 1" RED PLASTIC CAP, STAMPED "LS 38348", AND ON THE EAST BY A NO. 4 REBAR OF UNKNOWN LENGTH, 0.6' BELOW DIRT, WITH ALL OTHER BEARINGS RELATIVE THERETO;

EXHIBIT B - DEPICTION IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT EXHIBIT B- LEGAL DESCRIPTION. IN THE EVENT EXHIBIT B - LEGAL DESCRIPTION CONTAINS AN AMBIGUITY, EXHIBIT B - DEPICTION MAY BE USED TO RESOLVE SAID AMBIGUITY.



PREPARED FOR AND ON BEHALF OF GALLOWAY
BY READE COLIN ROSELLES, PLS# 37911

EXHIBIT B
ROW-2
RIGHT-OF-WAY DEPICTION

N

0 10 20 50

SCALE: 1"=50'

COLORADO REGISTERED
REECE COLIN ROSS PLS
37911
3/27/26
PROFESSIONAL LAND SURVEYOR

LEGEND

RIGHT-OF-WAY

ADJACENT PROPERTY LINE

FOUND NO. 4 REBAR WITH 1" RED PLASTIC CAP, STAMPED "LS 38348" UNLESS OTHERWISE NOTED

REC. NO. RECEPTION NUMBER

THIS LEGAL AND EXHIBIT WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT TO EXAMINE ENCUMBRANCES TO THE PROPERTY. THE SURVEYOR DID NOT PERFORM ANY ADDITIONAL RESEARCH OF THE PROPERTY BEYOND THE CURRENT SUBDIVISION PLAT, IF AVAILABLE. FOR ADDITIONAL ENCUMBRANCE INFORMATION, THE SURVEYOR RECOMMENDS A TITLE REPORT BE OBTAINED.

PARCEL CURVE SEGMENT TABLE					
CURVE TAG	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	8°44'40"	64.86	425.00	N28°25'07"W	64.80
C2	58°14'23"	20.33	20.00	N03°39'49"W	19.47
C3	10°58'31"	102.19	533.50	S27°19'53"E	102.04

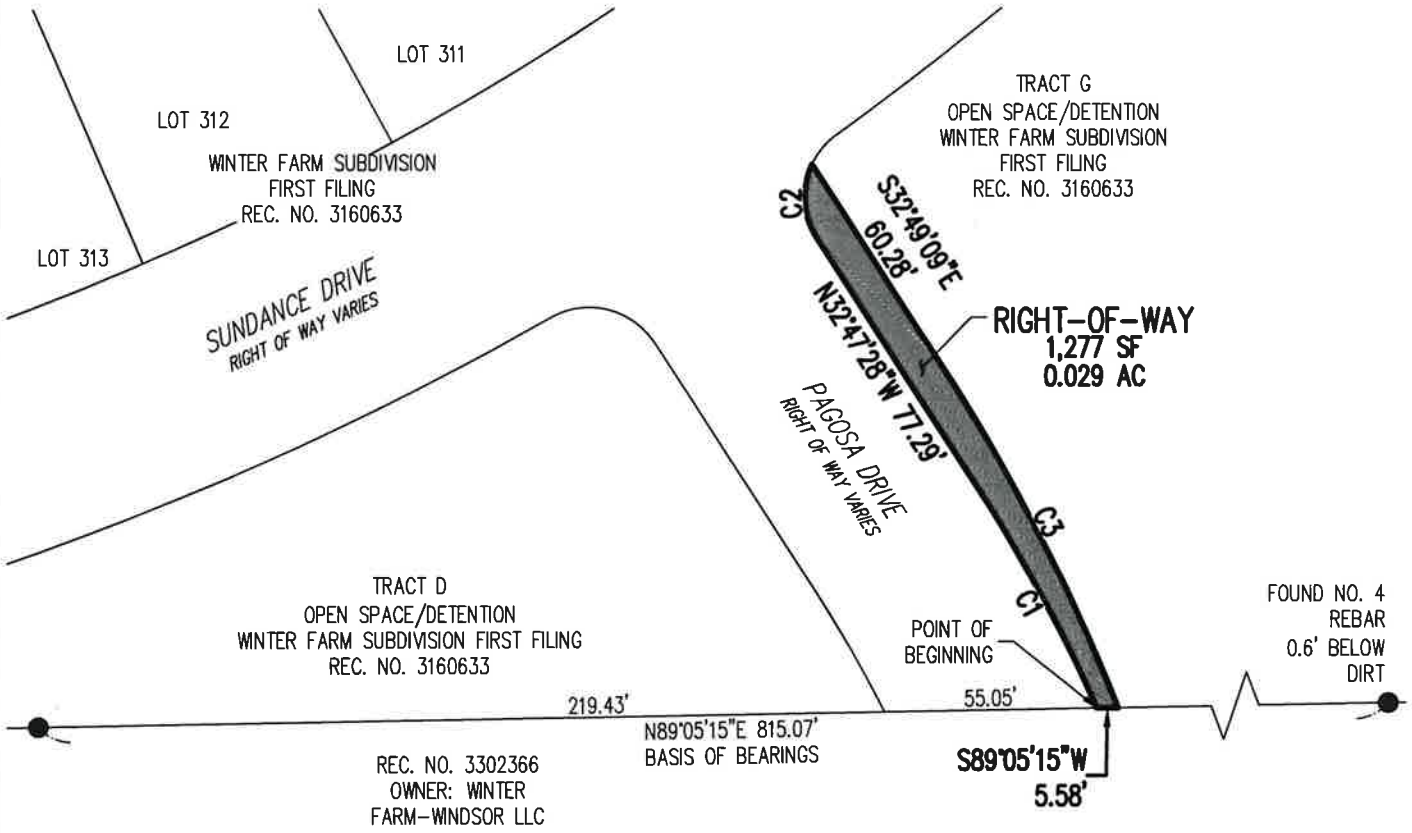


EXHIBIT B - ROW-2 RIGHT-OF-WAY DEPICTION
TRACT G, WINTER FARM SUBDIVISION FIRST FILING

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, T. 6 N., R. 67 W. OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2

Project No:	KSS000164
Drawn By:	AN
Checked By:	RCR
Date:	3/27/2026

Galloway
5235 Ronald Reagan Blvd., Suite 200
Johnstown, CO 80534
970.800.3300
GallowayUS.com
Galloway & Company, LLC

© Galloway & Company, LLC. Instrument of Service. Not to be copied, disclosed, or reproduced without written consent.

MEMORANDUM

Date: April 27, 2026
To: Mayor and Town Board
From: Scott Pearson, Transportation Engineer
Re: Resolution No. 2026-23 - A Resolution Accepting a Deed of Dedication of Right of Way from Janel and Scott Gromer to the Town of Windsor Concerning the Realignment of Weld County Road 13/Colorado Boulevard Near Kyger Reservoir - S. Pearson, Transportation Engineer
Item #: B.5.

Background / Discussion:
Engineering has been working to acquire right-of-way (ROW) necessary to build the Realignment of Weld County Road 13/Colorado Boulevard project near Kyger Reservoir and Jacoby Rd. The parcel in this agenda item will secure ROW necessary for public use as a perpetual right-of-way for street, road, and utility purposes following the new roadway alignment. Town Board approval of the deed of dedication is needed so the Town can get CDOT ROW clearance and CDOT concurrence to advertise for construction.

Financial Impact:
ROW is being dedicated by the property owner at fair market value purchased by the Town in the amount of $54,400 as a necessary project expense required to proceed with advertising for construction.

Relationship to Strategic Plan:
Transportation

Recommendation:
Approve Resolution No. 2026-23 - A Resolution Accepting a Deed of Dedication of Right of Way from Janel and Scott Gromer to the Town of Windsor Concerning the Realignment of Weld County Road 13/Colorado Boulevard Near Kyger Reservoir

CC:

Attachments:
1. Resolution 2026-23 - Accepting WCR 13 ROW Deed of Dedication
2. Gromer Deed_compiled

TOWN OF WINDSOR

RESOLUTION NO. 2026-23

A RESOLUTION ACCEPTING A DEED OF DEDICATION OF RIGHT OF WAY FROM JANEL AND SCOTT GROMER TO THE TOWN OF WINDSOR CONCERNING THE REALIGNMENT OF WELD COUNTY ROAD 13/COLORADO BOULEVARD NEAR KYGER RESERVOIR

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

WHEREAS, the Town is responsible for a system of public access and egress routes within its corporate limits and requires the dedication of rights of way for such public purposes; and

WHEREAS, the Town plans to construct an improved roadway alignment for Weld County Road 13/Colorado Boulevard, south of Jacoby Road, near Kyger Reservoir, as the first phase of a multi-phased effort to enhance a regionally significant transportation corridor ("Weld County Road 13/Colorado Boulevard Realignment Project"); and

WHEREAS, the property owner have tendered a Deed of Dedication for Right of Way dated March 27, 2026, attached hereto and incorporated herein by reference; and

WHEREAS, the Town Board has reviewed the Deed of Dedication for Right of Way and has concluded that its approval and acceptance are in the public interest.

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

Section 1. The Deed of Dedication for Right of Way is accepted and approved.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this ____ day of _____ 2026.

TOWN OF WINDSOR, COLORADO

_____
Julie Cline, Mayor

ATTEST:

_____
Karen Frawley, Town Clerk [Seal]

DEED OF DEDICATION FOR RIGHT OF WAY

The undersigned, Janel and Scott Gromer, hereinafter referred to as "Grantor", whether grammatically singular or plural, represent that I am the owner of the property subject to this Deed of Dedication, and for valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby dedicate, grant, transfer and convey to the TOWN OF WINDSOR, COLORADO, a municipal corporation, "Town", for public use as a perpetual right-of-way for street, road and utility purposes on, over, across, under, along and within the real property in Weld County, Colorado ("County") described on Exhibit A, attached hereto and incorporated herein by reference, pursuant to Colorado Revised Statute ("C.R.S.") 31-23-107, together with all appurtenances (the "Property"), and Grantor warranty title to the same, free and clear of all liens and encumbrances, subject to reservations and exceptions of record.

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

DATE: 3/27/26

GRANTOR:

JANEL AND SCOTT GROMER

By: _____
Name: Janel Gromer

By: _____
Name: Scott Gromer

STATE OF Larimer CO)
) ss:
COUNTY OF Larimer)

The foregoing instrument was acknowledged and signed by Janel Gromer and Scott Gromer before me this 27 day of March 2026.

Witness my hand and notarial seal.

DAWN TERPSTRA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224003699
MY COMMISSION EXPIRES JANUARY 27, 2030

My Commission Expires:

Jan 27, 2030
Notary Public

ACCEPTED BY GRANTEE:

THE TOWN OF WINDSOR, COLORADO

_____

_____ Mayor

ATTEST:

[Seal]

_____

_____, Town Clerk

TOWN OF WINDSOR
REAL PROPERTY

TO BE ACQUIRED

Parcel Number: RW-01

FROM

Janel and Scott Gromer
6178 County Road 68.5
Windsor, CO 80550

FOR

Project Code: 24715
CDOT Project Number: STU M377-013
Location: WCR 13 Alignment Improvements



EXHIBIT "A"

PROJECT CODE: 24715
PROJECT NUMBER: STU M377-013
PARCEL NUMBER: RW-01
DATE: JANUARY 31, 2025

PROPERTY DESCRIPTION

A tract or parcel of land No. RW-01 of the Town of Windsor Project Code 24715, CDOT Project Number STU M377-013, containing 34,220 square feet (0.786 acre), more or less, being part of Lot B, Amended Recorded Exemption No. 0807-18-03 RECX12-0117, recorded November 22, 2024 as Reception No. 4996235 of the records of the Weld County Clerk and Recorder, located in the Southwest Quarter (SW1/4) of Section Eighteen (18), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter (W1/4) corner of said Section 18; THENCE South 00°22'19" East along the West line of the Southwest Quarter (SW1/4) of said Section 18 a distance of 882.11 feet to the **POINT OF BEGINNING**;

1. THENCE continuing South 00°22'19" East along the West line of the Southwest Quarter (SW1/4) of said Section 18 a distance of 596.79 feet;

2. THENCE North 89°37'41" East a distance of 77.72 feet;

3. THENCE North 00°19'27" West a distance of 119.49 feet to a Point of Curvature (PC);

4. THENCE along the arc of a curve, which is concave to the West, a distance of 485.74 feet to the **POINT OF BEGINNING**, said curve having a radius of 1495.00 feet, a central angle of 18°36'58" and a long chord bearing North 09°37'56" West a distance of 483.61 feet.

The above-described parcel contains 34,220 square feet (0.786 acre), more or less, of which 16,455 square feet (0.378 acre) are in the ROW of the present road.

The purpose of the above-described parcel is for permanent highway widening and associated appurtenances.

Basis of Bearings: The basis of bearings for project reference is the West line of the Southwest Quarter (SW1/4) of Section Eighteen (18), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, being monumentalized by a #6 rebar with a 2 ½" diameter aluminum cap stamped "LS28285, 2018" in a monument box at the North end and by a #6 rebar with a 3 ¼" diameter aluminum cap stamped "LS30120, 2012" in a monument box at the South end, as bearing South 00°22'19" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2622.77 feet, with all other bearings contained herein relative thereto.

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

For and on the behalf of
Town of Windsor
Michael Chad Dilka, PLS 38106
King Surveyors (Job # 20230581)
650 East Garden Drive
Windsor, CO 80550
(970) 686-5011



Colorado Department of Transportation
10601 W. 10th ST.
GREELEY, CO 80631
Phone: 970-350-2157
Region 4 PFK

Sheet Revisions			Sheet Revisions			Sheet Revisions		
Date	Description	Initials	Date	Description	Initials	Date	Description	Initials

COLORADO LICENSED
MICHAEL CHAD DILKA
38106
1-31-2025
PROFESSIONAL LAND SURVEYOR

Right of Way Plans
Title Sheet

Project Number: STU M377-013
Project Location: WCR13 ALIGNMENT IMPROVEMENTS

Project Code:	Last Mod. Date	Subset	Sheet No.
24715	1/31/2025	1.01 to 1.01	1.01

SURVEYOR STATEMENT (ROW PLAN)

I, Michael Chad Dilka, a professional land surveyor licensed in the State of Colorado, do hereby state to the Town of Windsor that based upon my knowledge, information and belief, the research, calculations and evaluation of the survey evidence were performed and this Right-of-Way Plan was prepared under my responsible charge in accordance with applicable standards of practice defined by Colorado Department of Transportation publications. This statement is not a guaranty or warranty, either expressed or implied.

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

TOWN OF WINDSOR - WCR13 ALIGNMENT IMPROVEMENTS

RIGHT OF WAY PLANS OF PROPOSED - CDOT PROJECT NO. STU M377-013

Section 18, Township 6 North, Range 67 West of the 6th P.M., County of Weld

EASEMENT NOTES

1. 16.5' WIDE COMMUNICATIONS EASEMENT
TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY
IN THE S1/2 NW1/4 & THE SW1/4 SEC 18
NO SPECIFIC LOCATION GIVEN
(BOOK 1077, PAGE 17, REC. NO. 869539, 4/1/1941)

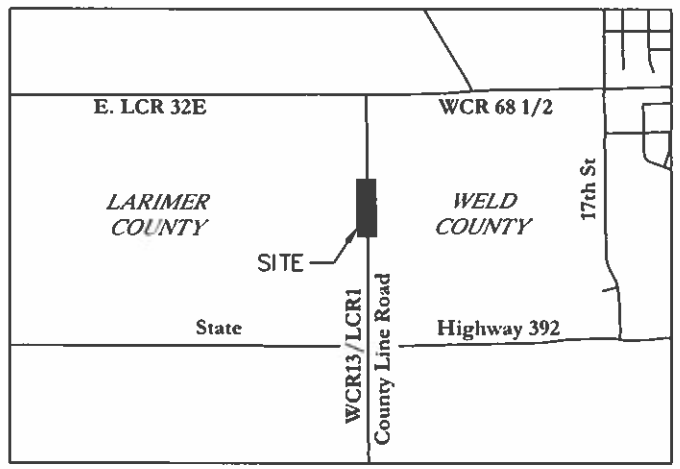
2. 16.5' WIDE COMMUNICATIONS EASEMENT
TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY
IN THE SW1/4 SEC 18
NO SPECIFIC LOCATION GIVEN
(BOOK 1077, PAGE 520, REC. NO. 871173, 4/21/1941)

3. 16.5' WIDE COMMUNICATIONS EASEMENT
TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY
IN THE SW1/4 SEC 18
NO SPECIFIC LOCATION GIVEN
(BOOK 1077, PAGE 522, REC. NO. 871177, 4/21/1941)

4. 20' ELECTRIC EASEMENT
TO POUDRE VALLEY RURAL ELECTRIC ASSOCIATION
IN LOT B, RECX12-0117
NO SPECIFIC LOCATION GIVEN, PROBABLY RUNS
ALONG WCR13
(REC. NO. 3992276, 1/24/2014)

5. 10'X10' UTILITY EASEMENT
TO PUBLIC SERVICE COMPANY OF COLORADO
(REC. NO. 20210049757, 5/19/2021)

6. 10'X10' UTILITY EASEMENT
PUBLIC SERVICE COMPANY OF COLORADO
(REC. NO. 20070031041, 4/27/2007)



PROJECT LOCATION MAP

Basis of Bearings: The basis of bearings for project reference is the West line of the Southwest Quarter (SW1/4) of Section Eighteen (18), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, being monumentalized by a #6 rebar with a 2 ½" diameter aluminum cap stamped "28285, 2018" in a monument box at the North end and by a #6 rebar with a 3 ¼" diameter aluminum cap stamped "LS30120, 2012" in a monument box at the South end, as bearing South 00°22'19" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2622.77 feet, with all other bearings contained herein relative thereto.

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

Vertical Datum: North American Vertical Datum NAVD 1988
Project Benchmark: "Windsor 2 1994" Elevation = 4799.38'

1. This Right-of-Way Plan is not a boundary survey of the adjoining property and is prepared for Town of Windsor purposes only.

2. This plan set is subject to change and may not be the most current set. It is the user's responsibility to verify with the Town of Windsor that this set is the most current. The information contained on the attached drawing is not valid unless this copy bears an original signature of the Professional Land Surveyor hereon named.

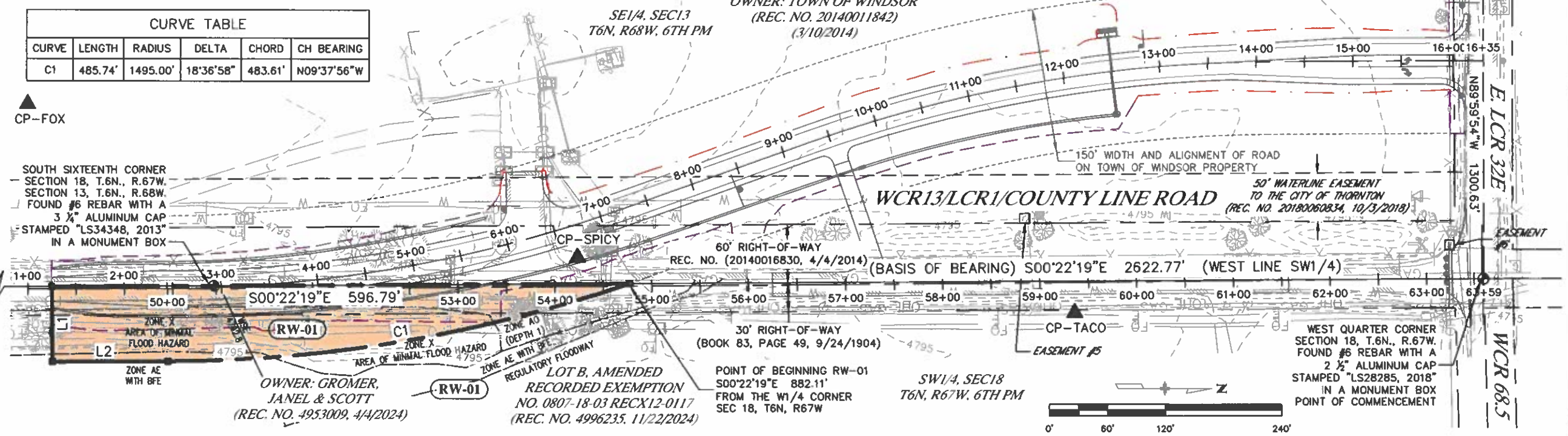
3. Flood Zones X, AE, AO and Regulatory Floodway.
NFIP FIRM 08123C1477F, effective date 11/30/2023

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

PROJECT CONTROL (PROJECT COORDINATES)			
CP-TACO	N)420501.22 E)155513.18	ELEV= 4795.60	2-1/2" ALUM CAP ATOP A #4 REBAR
CP-SPICY	N)419988.99 E)155456.53	ELEV= 4796.20	2-1/2" ALUM CAP ATOP A #4 REBAR
CP-FOX	N)419421.15 E)155299.02	ELEV= 4792.05	2-1/2" ALUM CAP ATOP A #4 REBAR

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	485.74'	1495.00'	18°36'58"	483.61'	N09°37'56"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°37'41"E	77.72'
L2	N00°19'27"W	119.49'



Lineal Units = U.S. Survey Feet

R.O.W. TABULATION OF PROPERTIES IN			WELD		COUNTY	WELD COUNTY ROAD 13						
Parcel No.	Ownership Name Mailing Address City, State Zip	County Parcel Id Site Address	Sec. Twn, Rng Subdivision	Area Of Parcel	Whole Property (WP) Sq Ft/Acre per Assessor	Existing ROW	Net Area (RL+RR)	WP Remainder Left (RL) of Project Alignment	WP Remainder Right (RR) of Project Alignment	CDOT Purchase Reception No. Date	Title Commitment Company and Commitment No. Title Company: Land Title Guarantee Company	Purpose of Parcel All Parcels are for: Town of Windsor Unless Otherwise Specified Below
				Area In Square Feet (do not add alpha letters below)								
				Area In Acres (do not add alpha letters below)								
RW-01	Janel Gromer & Scott Gromer 6178 County Road 68.5 Windsor, CO 80550	80718300026 6178 County Road 68.5 Windsor, CO 80550	18 6 North, 67 W	34.220 0.786	3,005,030 68.986						FCF25209203	PERMANENT HIGHWAY WIDENING & ASSOCIATED APPURTENANCES TO THE TOWN OF WINDSOR

■ RIGHT OF WAY MARKER TO BE SET
30" #6 Rebar with 3.25" aluminum cap stamped LS 38106

COLORADO DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROJECT

ROW PLANS AUTHORIZED: _____ DATE: 03/21/25

CDOT CHIEF ENGINEER

31/01/2025 Chad Dilka 2:28:52 PM P:\20230581\Dwg\24715_KING_RD_13_RW_DR_ROWP_00001.dwg

MEMORANDUM

Date: April 27, 2026
To: Mayor and Town Board
From: Brian Rowe, Director of Public Works
Re: Resolution No. 2026 - 24 - A Resolution Approving and Adopting an Intergovernmental Agreement Between the Town of Windsor and the Colorado Department of Transportation Concerning the Maintenance of State Highways within the Town of Windsor - B. Rowe, Director of Public Works
Item #: B.6.

Background / Discussion:

The Town has established an agreement with the Colorado Department of Transportation (CDOT) to maintain CDOT- owned roads and infrastructure within the Town's jurisdiction. The specific segments include State Highway 257, from Mile Marker 9.590 to Mile Marker 12.000, encompassing 9.64 lane miles, and State Highway 392, from Mile Marker 100.500 to Mile Marker 104.470, encompassing 19.85 lane miles, for a total of 29.59 lane miles maintained by the Town. This agreement enables the Streets and Storm Drainage Division to uphold CDOT-owned roads at the Town's standard level of service (LOS), which typically exceeds CDOT's LOS. Additionally, the Town can respond more promptly in most cases rather than waiting for CDOT.

The existing intergovernmental agreement (IGA) with CDOT is set to expire on June 30, 2026. Negotiations for the renewal of this IGA for another five-year term have been ongoing. The proposed new five-year IGA will increase the annual reimbursement rate from $1,450 per lane mile, totaling $42,760.50, to $1,595 per lane mile, totaling $47,036.50, reflecting a 10% increase. The updated IGA will align with the State Fiscal Year and will be effective from FY2027 to FY2031.

Financial Impact:

Revenue from reimbursements will increase from $42,760.50 to $47,036.50 per State fiscal year. Furthermore, the maximum cumulative contract total shall not exceed $235,182.50 over the five-year period, concluding on June 30, 2031.

Relationship to Strategic Plan:

Sustainable Infrastructure

Recommendation:

Approve Resolution No. 2026 - 24 An Intergovernmental Agreement Between the Town of Windsor and the Colorado Department of Transportation Concerning the Maintenance of State Highways within the Town of Windsor.

CC:

Attachments:

1. Resolution No. 2026-24 - Approving and Adopting CDOT Maintenance IGA
2. 2026 Complete Draft Hwy Mtce FY27-31 Windsor 331003805 Apr 17 2026 (002)

TOWN OF WINDSOR

RESOLUTION NO. 2026 – 24

A RESOLUTION APPROVING AND ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR AND THE COLORADO DEPARTMENT OF TRANSPORTATION CONCERNING THE MAINTENANCE OF STATE HIGHWAYS WITHIN THE TOWN OF WINDSOR

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

WHEREAS, the Town has a long history of cooperative relations with state agencies, including the Colorado Department of Transportation ("CDOT"), which is statutorily required to maintain state highways; and

WHEREAS, the Town has historically entered into intergovernmental agreements with CDOT to clarify maintenance responsibilities and financial terms for state highways within the Town's corporate limits; and

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

WHEREAS, it is desirable to renew and update the maintenance contract ("IGA") with CDOT setting forth the duties and responsibilities assigned to CDOT and to the Town; and

WHEREAS, the Town Board wishes to authorize execution of the IGA on the Town's behalf in order to promote the public health, safety, and welfare.

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

1. The attached IGA for Maintenance Services between the Town of Windsor and the Colorado Department of Transportation is approved and adopted.

2. The Mayor is hereby authorized to execute the IGA for Maintenance Services on behalf of the Town.

3. The Town Attorney is authorized to make such modifications to the form of the attached IGA to protect the Town's interests and to carry out the intent of this Resolution.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this ____ day of _____ 2026.

TOWN OF WINDSOR, COLORADO

_____
Julie Cline, Mayor

ATTEST:

_____
Karen Frawley, Town Clerk [Seal]

(State $HWY Mtce) **Rev 10/03**
TOWN OF WINDSOR **Region: R4 (DM)**

CONTRACT

THIS AGREEMENT is entered into by and between TOWN OF WINDSOR (hereinafter called the "Local Agency" or "Contractor"), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the "State" or "CDOT").

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: $235,182.50 .
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-135(1)(i) C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the state highway system within cities and incorporated towns.
4. The parties desire to enter this Contract for the Contractor to provide some or all of the certain Highway maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost.
6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance of traffic control devices on the state highway system as hereinafter set forth.
7. The Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Local Agency shall perform all Maintenance Services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 21 of this Contract
2. This Contract
3. **Exhibit F** (General Provisions)
4. **Exhibit A** (Scope of Work)
5. **Exhibit C** (Option Letter)
6. **Exhibit D** (Encumbrance Letter)
7. **Exhibit E** (PII Certification)
8. **Exhibit B** (Local Agency Resolution).

Section 3. Term

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2026, whichever is later. The term of this contract **ends on June 30, 2031**. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

Section 4. Project Funding and Payment Provisions

A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the

work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

B. Subject to the terms of this Contract, for the satisfactory performance of the Maintenance Services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's statements, as provided herein.

C. The Local Agency will provide Maintenance Services as described in **Exhibit A**, for **a total maximum amount of Forty-Seven Thousand, Thirty-Six Dollars and Fifty Cents ($47,036.50) per State fiscal year, and a maximum contract total shall not exceed the cumulative five (5) year total of $235,182.50** . The negotiated rate per mile shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within forty-five (45) days.

D. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in **Exhibit A**.

E. The statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the Maintenance Services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accordance with standard Local Agency billing standards.

F. If the Local Agency fails to satisfactorily perform the Maintenance Services or if the statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5: State & Local Agency Commitments:

A. The Local Agency shall perform the Maintenance Services for the certain State Highway System locations described herein. Such services and locations are detailed in **Exhibit A**.

B. The Local Agency shall operate and maintain the highway miles as listed on **Exhibit A.** As used herein the term "maintenance services" shall mean only those maintenance services normally performed by the State to comply with its responsibility under §§43-2-102 and 43-2-135, C.R.S., as described in the State's then current "Maintenance Management Information Manual", as amended, which is incorporated herein by this reference. The Local Agency shall obtain a copy of that Manual from the State before it performs any Maintenance Services under this contract. Maintenance Services do not include reconstruction of portions of the highways destroyed by major disasters, fires, floods, or Acts of God. Provided, however, that the Local Agency shall give the State immediate notice of the existence of any such conditions on the Highways.)

1. Maintenance Services to be performed by the Local Agency, at State expense, for the Highways under this contract shall include (without limitation) the following services:
   a. Removal of snow, sanding and salting.
   b. Patching, making safe, repairing, spot reconditioning, spot stabilization and spot seal coating, including shoulders, and damage caused by ordinary washouts.
   c. Painting of bridges, of other structures, and of highway appurtenances.
   d. Warning the State's representative of any "dangerous condition" (as defined in §24-10-103(1) C.R.S., as amended), and/or repairing that condition.
   e. Inspecting State Highway signing and regulatory devices on the Highways at least weekly and notifying the State's Regional Transportation Director as soon as the Local Agency has notice of any State Highway signing and regulatory devices in need of repair.
2. Local Agency shall also continue to perform, at its own expense, all activities/duties on the Highways that Local Agency is required to perform by §43-2-135 (1) (a) and (e), C.R.S., as amended, including, but not limited to: cutting weeds and grasses within the State's right of way; fence maintenance; cleaning of roadways, including storm sewer inlets and catch basins; cleaning of ditches; and repairing of drainage structures, excluding storm sewers.

C. The Local Agency shall perform all Maintenance Services on an annual basis. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or their representative, shall determine the then current applicable maintenance standards for the Maintenance Services. Any standards/directions provided by the State's representative to the Local Agency concerning the Maintenance Services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.

D. The Local Agency shall perform the Maintenance Services in a satisfactory manner and in accordance with the terms of this contract. The State reserves the right to determine the proper quantity and quality of the Maintenance Services performed by the Local Agency, as well as the adequacy of such services, under this contract. The State may withhold payment, if necessary, until Local Agency performs the Maintenance Services to the State's satisfaction. The State will notify the Local Agency in writing of any deficiency in the Maintenance Services. The Local Agency shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the Local Agency, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the Local Agency, or to bill the Local Agency for such work.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

A. This Contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than thirty (30) calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway Maintenance Services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region R4, 10601 W 10th St. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region R4 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State
CDOT Region: R4
Tom Aguilar
Project Manager
Maintenance Superintendent
Greeley, CO 80634
970-302-2045

If to the Local Agency
TOWN OF WINDSOR
Brian Rowe
Public Works Director
301 Walnut Street
Windsor, CO 80550
970-674-5403

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 16. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment
   Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards, and be based on an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.
B. Option Letter
   a. The State may increase/decrease the quantity of goods/services described in **Exhibit A** at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit C**.
   b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.
C. State Encumbrance Letter
   The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

Section 18. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within thirty (30) calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with

the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supersede other agreements

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

Section 20. Subcontractors

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subcontractor. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subcontractor. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State; which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this agreement is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S. applicable Local Agency law, rule or regulation**.**

Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency shall not have authorization, express or implied, to bind the State to any Agreement, liability, or understanding, except as expressly set forth herein. Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Local Agency or any of its agents or employees. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Local Agency shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Local Agency shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Local Agency harmless; requires the State to agree to binding arbitration; limits Local Agency's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency's services and Local Agency shall not employ any person having such known interests.

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Section 22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY
TOWN OF WINDSOR

By:_____
*Signature

Name: Julie Cline
(Print Name)

Title:Mayor

Date:_____

2nd SIGNATURE (IF NECESSARY)
TOWN OF WINDSOR

By:_____
*Signature

Name:_____
(Print Name)

Title:_____

Date:_____

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
Keith Stefanik, P.E., Chief Engineer

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Colorado Department of Transportation

Effective Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated above by the State Controller or an authorized delegate.

EXHIBIT A - SCOPE OF WORK

Colorado Department of Transportation Scope of Work for Maintenance Performed Duties by the Town of Windsor.

The Local Agency shall perform all "maintenance services" for the State Highway and US Highway System segments described herein, SH 257A MP 9.590 to MP 12.000, SH 392A MP 100.500 to MP 104.470, located within the Local Agency's jurisdiction, for a total of 6.390 center line miles which is equivalent to 29.49 lane miles, as detailed in Exhibit A, attached hereto and incorporated herein by this reference. To include current and future park-and-ride locations within the local Agencies jurisdiction. All work will be performed in accordance with standards set by the state maintenance section.

Section 43-2-102 and 103, C.R.S require the state to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system.

The parties also intend that the Local Agency remain responsible for performing any services and duties on state highways that are the responsibility of the Local Agency under applicable law, at its own cost.

The Local Agency has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

SH257A

MP 9.590 to MP 12.000 9.64 lane miles

SH392A

MP 100.500 to MP 104.470 19.85 lane miles

= 29.49 lane miles

x $1595.00 per lane mile

=$47,036.50 per year payment to The Town of Windsor

$47,036.50 per year payment x 5 years = $235,182.50 total contract

FLEXIBLE PAVEMENT PATCHING/ MINOR REPAIRS

Patching small areas of bituminous roadway curb and ditch to correct abrupt depressions, potholes, edge failure or surface cracking, buckling, or spalling. Includes work with the small patch machine, curb machine and planning done with motor grader. All hand patching and minor curb and gutter repair of bituminous material to be shown under this activity.

RIGID PAVEMENT PATCHING/ MINOR REPAIRS

Patching small areas of concrete roadway, curb and ditch to correct abrupt depressions, potholes, edge failure or surface cracking, buckling, or spalling. Includes patching of P.C.C. pavement with bituminous concrete. All hand patching and minor curb and gutter repair of concrete material to be shown under this activity.

CRACK SEALING FLEXIBLE PAVEMENT- HAND

Deterioration of bituminous pavement due to excessive cracking and spalling. Cleaning and filling cracks in roadway surface with crack filler material to prevent spalling and entry of water and debris.

CRACK & JOINT SEALING RIGID PAVEMENT-HAND

Deterioration of concrete pavement due to excessive cracking, spalling and joint failure. Cleaning and filling cracks and joints in roadway surface with crack and joint filler material to prevent spalling and e of water and debris. Includes routing joints, and replacement of backer rods and joints.

BASE STABILIZATION AND REPAIR

Removal and replacement of base and surface material using premixed bituminous material and/or required base material to correct severe cracking, upheavals, and base failures. Includes raising and leveling concrete slabs by mud jacking.

FENCE, GATE, CATTLEGUARD CLEANING & MAINTENANCE

Repair, replace or install fence, cattle guards and gates located on or within the Right-of-Way limits. Clean dirt, vegetation or debris from the fence line. Also includes any fence taken down and not replaced (with landowner consent, if applicable).

SINGLE POST SIGN - INSTALLATION, MAINTENANCE & REPLACEMENT

Install, replace or repair signs and signposts damaged by accident, vandalism or deterioration. Includes single-posted outdoor advertising signs, mailbox repair, and all breakaway features on signs. Report to this Activity when new signs are being installed where none previously existed or when removing single posted outdoor advertising signs.

MOLTI POST SIGN - INSTALLATION, MAINTENANCE & REPLACEMENT

Install, replace or repair signs and signposts damaged by accident, vandalism or deterioration. Includes two or more posted outdoor advertising signs, mailbox repair, and all breakaway features on signs. Report to this Activity when new signs are being installed where none previously existed or when removing multi posted outdoor advertising signs.

DELINEATOR, REFERENCE POST INSTALLATION, MAINTENANCE & REPLACEMENT

Install, straighten, paint, clean or replace delineator posts, reflectors, or reference posts to maintain desired traffic control. Includes the posts for delineators and reference posts (mile marker posts) and guardrail and median barrier delineation.

METAL GUARD RAIL MAINTENANCE, INSTALLATION, STRAIGHTENING

Assist CDOT with new installation, repair, replace, clean or remove rail sections, SRT or Safety end treatments, post and hardware damaged by accident, vandalism or normal deterioration. Includes damaged metal guardrail with straightening machine.

CONCRETE GUARDRAIL MAINTENANCE & INSTALLATION

Repair, installation and maintenance of all concrete guardrail.

BRIDGE/ STRUCTURE PAINTING

Painting of all structural members and railings to prevent deterioration. This will include the preparation

for painting. Also includes painting done to cover graffiti.

SNOW REMOVAL & TRACTION APPLICATION (SANDING, DEICERS)

Removing snow, ice and slush from the roadway, shoulders and ramps; plowing or blading with trucks or graders to keep roads open and reducing weather related hazardous driving conditions including the application of chemicals and abrasives to continuous sections or roadway or isolated spots.

EXHIBIT B – LOCAL AGENCY RESOLUTION

LOCAL AGENCY ORDINANCE or RESOLUTION

(if applicable)

EXHIBIT C - SAMPLE OPTION LETTER

SAMPLE IGA OPTION LETTER

Highway or Traffic Maintenance

(This option has been created by the Office of the State Controller for CDOT use only)

Date:	State Fiscal Year:	Option Letter No.	Routing #

Vendor name:

1) SUBJECT:

Change in the amount of goods within current term.

2) REQUIRED PROVISIONS:

In accordance with Section 17 of contract routing number insert FY, agency code & routing #, between the State of Colorado, Department of Transportation, and insert Local Agency name the state hereby exercises the option to an increase/decrease in the amount of goods/services at the same rate(s) specified in Exhibit A.

The amount of the current Fiscal Year contract value (encumbrance) is increased/decreased by $ amount of change to satisfy services/goods ordered under the contract for the current fiscal year insert fiscal year. The Contract Encumbrance Amount in Recital 1 is hereby modified to $amount of new annual encumbrance, and Section 4, B, 1 shall also be modified to show the annual not to exceed amount to $amount of new annual encumbrance and the Contract (five-year term) not to exceed amount shall be modified to $amount of the new five-year maximum.

The total contract value to include all previous amendments, option letters, etc. is $insert accumulated/total encumbrance amount.

3) EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

APPROVALS:

State of Colorado:
JARED S. POLIS, GOVERNOR

By: _____ Date: _____
Keith Stefanik, P.E., Chief Engineer, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Local Agency is not authorized to begin performance until such time. If Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

Form date: August 16, 2013

EXHIBIT D – SAMPLE ENCUMBRANCE LETTER

ENCUMBRANCE LETTER

Date:	**State Fiscal Year:**	**Encumbrance Letter No.**	**Routing #:**
		Orig. IGA:	**PO:**

1) **Encumber fiscal year funding in the contract.**

2) **PROVISIONS**: In accordance with Section 4 and Exhibit C of the original Contract routing number Orig Routing # between the State of Colorado, Department of Transportation**,** and Contractor's Name, covering the term July 1, Year through June 30, Year, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year **.**

   The amount to be encumbered by this Encumbrance Letter is $amount of change. The Total contract (encumbrance) amount, including all previous amendments, option letters, etc. is $Insert New $ Amt.

3) **EFFECTIVE DATE**. The effective date of this Encumbrance Letter is upon approval of the State Controller.

STATE OF COLORADO
Jared S. Polis, GOVERNOR
Department of Transportation

By: _____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Date: _____

EXHIBIT E

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the "Local Agency"), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit F

General Provisions

General Provisions

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Local Agency shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Local Agency enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Local Agency shall also contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in §A of this exhibit, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

L. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § A of this exhibit, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

S. Indemnification

i. General Indemnification

Local Agency shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Local Agency, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Local Agency may be cause for legal action by third parties against Local Agency, the State, or their respective agents. Local Agency shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Local Agency, or its employees, agents, assigns, or Subcontractors.

iii. Intellectual Property Indemnification

Local Agency shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

iv. Accessibility Indemnification

Local Agency shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor's noncompliance with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

T. Accessibility

i. Local Agency shall comply with the *Accessibility Standards for Individuals with a Disability,* as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

ii. The State may require Local Agency's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Local Agency to review the selection of the third party. Local Agency shall be responsible for all costs associated with the third-party

vendor's assessment. If Local Agency is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Local Agency shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

MEMORANDUM

Date: April 27, 2026
To: Mayor and Town Board
From: Mark Price, Planner II
Re: Public Hearing - Request for a Conditional Use Permit to allow for the temporary keeping of animals on a lot smaller than 2.5 acres within the Estate Residential (ER) zone district for Westwood Village Subdivision 7th Filing, Lot 16 (636 Southwood Lane) - Adam Luckeroth, Applicant/Property Owner
Item #: C.1.

Background / Discussion:

Executive Summary

The applicant and property owner, Mr. Adam Luckeroth, is requesting that the Town Board consider an application for a Conditional Use Permit (CUP) to allow the keeping of animals on a lot smaller than the minimum required 2.5 acres in the Estate Residential (ER) zone district. Mr. Luckeroth originally requested the CUP to allow for the keeping of goats on the property, followed by a modification to the request for six goats or two horses; however, the applicant has stated that the goats were removed from the site as of April 19, following the Planning Commission meeting.

Mr. Luckeroth is now requesting approval to keep one horse on the property indefinitely. This use is not permitted by the Municipal Code, as the subject property contains approximately 1.457 acres, which is less than the minimum acreage required for the keeping of large domestic animals in the ER zone district.

At their April 15, 2026, meeting, the Planning Commission considered the applicant's request for six goats or two horses. After deliberation and consideration of the information presented at the public hearing—including the staff presentation, the applicant's presentation and responses to Planning Commission questions, and public testimony—the Planning Commission voted 6–1 to forward a recommendation of denial of the CUP (requesting 6 goats or 2 horses) to the Town Board, based on the following:

- The property does not meet the current minimum 2.5-acre requirement for keeping large domestic animals;
- The absence of any provision allowing a lease agreement to satisfy the acreage requirement;
- The applicant's testimony indicating that horses were not consistently kept on the property;
- And the fact that goats are not permitted within the Estate Residential zoning district.

Background / Discussion

The property known as Lot 16, Westwood Village 7th Filing, was originally platted in 1998 as part of the Westwood Village 2nd Filing, with a total area of 1.204 acres and zoned Estate Residential (E-1). When the property was purchased by the Luckeroth family in 2015, the zoning designation remained E-1, then referred to as "Low Density Residential (Estate)." Also in 2015, Mr. Luckeroth purchased the adjacent lot in the subdivision, Lot 17, which consisted of 1.73 acres.

In 2016, Mr. Luckeroth executed a minor subdivision plat (also known as a "replat") to redistribute land between the two parcels, creating Westwood Village 7th Filing, Lots 16 and 17. The replat increased Lot 16 to 1.457 acres and Lot 17 was reduced to 1.477 acres. Mr. Luckeroth continued to own both lots until conveying Lot 17 to Dwight and Julie Mallory (Complainants) in November 2016.

During 2015–2016, Town of Windsor Ordinance 1999-1044 permitted the keeping of one (1) large animal per acre within the E-1 zoning district. The E-1 designation was governed by the density standards set forth in the Town Code Section 16-205, which addressed minimum lot sizes and density allowances based on sewage disposal systems. Properties served by septic or other individual sewage disposal systems were required to contain a minimum of 2.5 acres, while properties connected to the Town's sewer system were permitted at a minimum of one (1) acre.

The subject property has been served by the Town's sewer system since it was subdivided in 2015; therefore, the primary and accessory uses permitted within the E-1 zone district applied, including the keeping of large domestic animals, which limited the allowance to one large animal per acre. Large domestic animals were defined to include horses, ponies, mules, donkeys, and llamas. Goats were never considered an allowed animal. According to the applicant, an additional acre was leased from the adjacent property owner to the west (660 Southwood Ln) during this period, resulting in a combined area of approximately 2.5 acres.

Ordinance 2020-1620, adopted in 2020, created the Estate Residential (ER) zoning district to consolidate the former E-1 and E-2 districts. Pursuant to the ER zoning regulations, large domestic animals are permitted only on parcels of at least 2.5 acres in size.

In staff's review of the application, staff asked the applicant the following questions via email: Were animals kept on the property consistently since 2016? If not, how long have the goats and horses been on the property?
In response, Mr. Luckeroth stated the following via email: "We had horses consistently on the property through 2023. 2024 my daughter had them at the house on and off as there were also at the barn she was riding at. Since 2024 we have had animals on and off."

Per Municipal Code Sec. 14-2-220 regarding Legal nonconformity:
T*he existing lawful use of a building or premises at the time of the enactment of this Code or any amendment applicable thereto which is not in conformity with the provisions established by this Code may be continued in the manner and for the purposes then existent, subject to the conditions hereinafter stated.*

Sec. 14-2-220. Legal nonconformity *- (d) Nonconforming use of land*
-(3) Where any such use is discontinued for a period of twelve (12) consecutive or eighteen (18) accumulative months during any three (3) year period, any future use of the land shall conform to the regulations of the district in which it is located.
The legal nonconformity code language has remained unchanged since 1983, as set forth in Chapter 102 – Zoning – Section 37, Nonconforming Use of Land (1983).

Review Criteria for Conditional Use Permits
Section 14-2-130(c) 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.

- Sec. 16-1-30. - Estate residential (ER) zone district. (e)(7) – Permitted Accessory Uses - large domestic animals are defined as and shall be limited to horses, ponies, mules, donkeys, and llamas. The Estate Residential (ER) zoning regulations do not expressly list the keeping of goats.

-The code permits one large domestic animal as a permitted accessory use (Sec. 16-1-30(e)(7)) on Estate Residential lots over 2.5 acres but does not address leased property as an alternative for

compliance.

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 development does not impact existing public infrastructure and public improvements.

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 code permits one large domestic animal on Estate Residential lots over 2.5 acres but does not address leased property as an alternative for compliance. The Estate Residential (ER) zone district regulations do not include goats as a large domestic animal.

-Within the Estate Residential zone district, properties that have sustained animals under previous zoning regulations, or that meet the requirements of the current code, are permitted to keep large domestic animals as defined by the code.

-The applicant has not provided information pertaining to placement, orientation, screening or landscape buffers to mitigate the proposed use. Mr. Lockeroth stated during the Planning Commission meeting of April 15, 2026, that he was willing to provide other fencing to mitigate the impact on the adjacent property. He stated that electric fencing had been installed, however, electric fencing is not permitted within the Town.

Planning Commission Meeting Summary
At the Planning Commission meeting of April 15, 2026, the Commission heard presentations from staff and the applicant, followed by public comment. One neighbor stated that they supported the request for the CUP and a neighbor sharing a property line along the north of the subject property, had concerns and comments, described below.

-The adjacent neighbor, Mr. Mallory, stated that the applicant has not addressed damages to their property and associated landscaping incurred by the goats. He added that there is concern regarding odor, noise and other nuisances associated with the keeping of livestock animals in close proximity to their home. The Commission asked Mr. Mallory if the applicant were to mitigate the impacts of animals along the fence line if that could mitigate the concerns with the damage to the landscaping on his property, for example, with additional fencing. Mr. Mallory responded that the impacts could potentially be mitigated– it was a possibility.

The Commission had a series of questions for Mr. Luckeroth regarding the timing of the purchase of land, the replat, timing and types of animals, information pertaining to the lease agreement with the adjacent neighbor to the west, and whether he would consider mitigating the impacts along the northern property line. Mr. Luckeroth explained that he thought animals were always allowed there, and he received the lease with his adjacent neighbor for more acreage per animal to be a good neighbor. He stated that he could add additional fencing to mitigate the impacts of animals.

Planning Commission Deliberation
After the public hearing portion of the meeting was closed, the Planning Commission deliberated on the two different portions of the request pertaining to the CUP request to allow the keeping of goats and/or horses on an ER-zoned property that is 1.457 acres following a lot line adjustment under the Westwood Village 7th Filing.

- A commissioner noted that although the applicant asserted historical animal use and reliance on leased adjacent acreage, the zoning code does not recognize leased land for meeting minimum

acreage requirements, and goats were determined to be an impermissible use.
- Commissioners raised concerns regarding the lack of a nonconforming use, lack of any proposed mitigation details, neighbor complaints, and the potential for setting precedent by allowing animals not allowed by the Municipal Code.

Next, the Planning Commission deliberated the potential implications of its recommendation on future land uses and similar CUP applications for the keeping of animals.

- Concerns were raised that approval could establish a precedent for allowing animals on lots that do not otherwise meet the requirements for keeping animals.
- There was limited support for recognizing a lease agreement as an alternative means of compliance, as such an approach could create additional opportunities for prohibited accessory uses.
- The Planning Commission further determined that goats were not permitted on the property or within the Town and should therefore be removed from consideration in the CUP request.

Considered Recommendations
At the April 15, 2026, regular meeting, the Planning Commission considered the following suggested recommendations from planning staff:
• Recommendation of approval of the request for the six goats or two horses indefinitely; or
• Recommendation of approval with the conditions as follows:
– The property shall be limited to the temporary keeping of either six (6) goats (currently on-site) or two (2) horses, until such animals expire or are permanently removed from the property.
– The additional leased acreage shall be maintained and utilized to ensure that the approved type and/or number of animals are kept in compliance with this approval.
– The applicant shall sufficiently mitigate impacts to adjacent properties through additional fencing, or other techniques; and
– No replacement or additional animals shall be permitted.
• Recommendation of denial.
• Alternatively, the Planning Commission could recommend approval with other conditions.

The Planning Commission voted 6-1 in favor of forwarding a recommendation of denial to the Town Board. Please recommendation section.

Notification
The Municipal Code requires a public hearing notification for a conditional use permit. Notifications were provided as follows:

• March 20, 2026 – legal notices posted on the Town of Windsor website
• March 17, 2026 – development review sign posted on the property
• March 20, 2026 – legal ad published in the local newspaper
• March 21, 2026 – affidavit of letters mailed to property owners within 500 feet

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

At the April 15, 2026, Planning Commission meeting, the Planning Commission forwarded to the Town Board a recommendation of denial of the conditional use permit for Westwood Subdivision 7th Filing, Lot 16 (636 Southwood Lane), to allow six goats or two horses for a lot less than the 2.5-acre requirement for large domestic animals in the Estate Residential zoning district.

CC:
Scott Ballstadt, Director of Planning
Carlin Malone, Planning Manager
Kim Mihm, Deputy Town Attorney

Attachments:
1. PC Chair Memo to TB - Westwood Village 7th CUP 4-15-26 - signed
2. TB staff presentation - Luckeroth 2026 Revised
3. CUP26-002-APPLICATION
4. Windsor Planning Commission Ltr 4.14.26
5. Public Comment - CUP 636 Southwood Lane
6. Luckeroth Anderson Lease Agreement Signed 1.13.16
7. Windsor Town Board Ltr 4.23.26

MEMORANDUM

Date: April 15, 2026
To: Mayor and Town Board
From: Timothy Reddick, Chairman, Planning Commission
Subject: Recommendation for denial to the Town Board regarding Conditional Use Permit [Case No. CUP26-001] to allow for the temporary keeping of animals on a lot smaller than 2.5 acres within the Estate Residential (ER) zone district, located on Lot 16 of Westwood Village 7th Filing (636 Southwood Lane).

At the April 15, 2026, regular meeting, the Planning Commission considered the following suggested recommendations from planning staff:

- Recommendation of approval of the request for the six goats or two horses indefinitely; or
- Recommendation of approval with the conditions as follows:
  - The property shall be limited to the temporary keeping of either six (6) goats (currently on-site) or two (2) horses, until such animals expire or are permanently removed from the property.
  - The additional leased acreage shall be maintained and utilized to ensure that the approved type and/or number of animals are kept in compliance with this approval.
  - The applicant shall sufficiently mitigate impacts to adjacent properties through additional fencing, or other techniques; and
  - No replacement or additional animals shall be permitted.
- Recommendation of denial.
- Alternatively, the Planning Commission could recommend approval with other conditions.

After deliberation and consideration of the information presented at the public hearing—including the staff presentation, the applicant's presentation and responses to Commission questions, and public testimony—the Planning Commission voted 6–1 to forward a recommendation of denial of the CUP to the Town Board. The Commission's findings were based on the property not meeting the current minimum 2.5-acre requirement for keeping large domestic animals; the absence of any provision allowing a lease agreement to satisfy the acreage requirement; the applicant's testimony indicating that horses were not consistently kept on the property; and the fact that goats are not permitted within the Estate Residential zoning district.

Timothy Reddick, Chairman
Planning Commission

301 Walnut Street
Windsor, CO 80550
Office: 970-674-2400
Fax: 970-674-2456
www.windsorgov.com

Conditional Use Permit

Luckeroth Property – Estate Residential

Lot 16,Westwood Village 7th Filing

Mark Price, Planner II

Town Board– April 27, 2026

Site Vicinity Map



Area Zoning Map



Background - Discussion

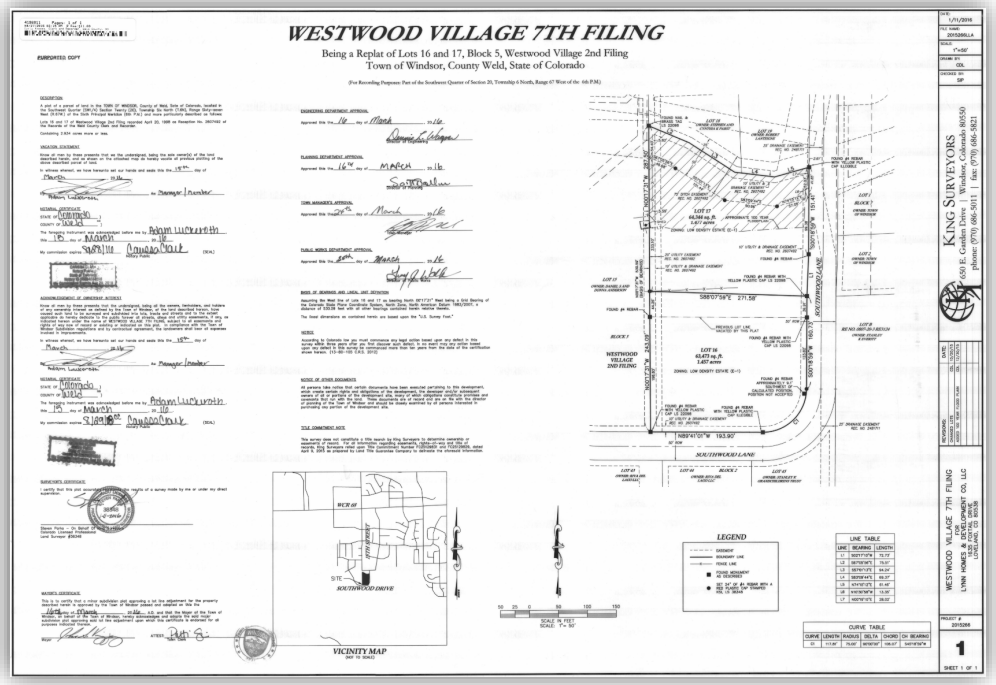
- The applicant has submitted a Conditional Use Permit (CUP) application to allow the keeping of animals on the property in accordance with the zoning requirements established by Ordinance 1999-1044, which was in effect at the time the applicant purchased the property in 2015.

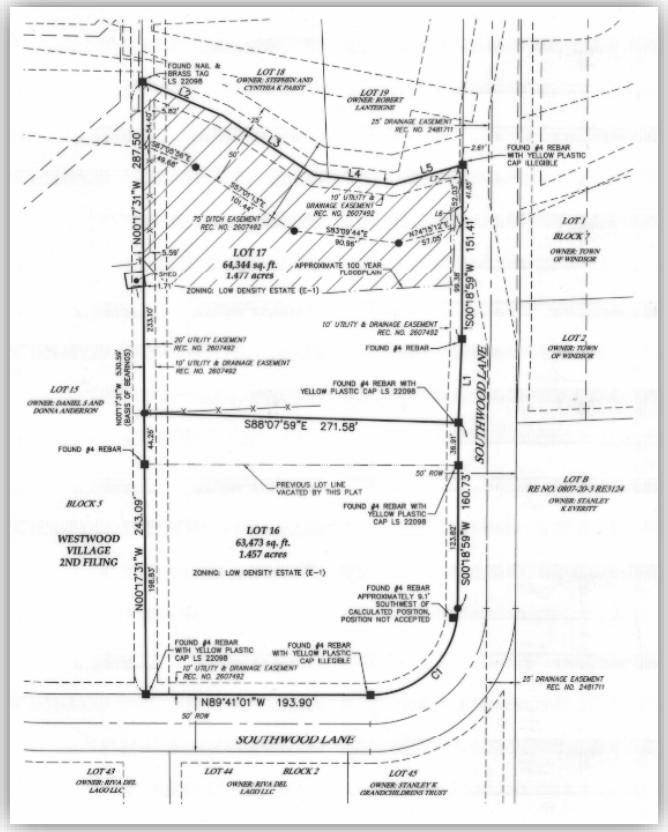
Ordinance 1999-1044 – Sec. 16-203 Permitted Accessory Uses - E-1 District

(2) Keeping of animals. Contrary provisions of this Code notwithstanding, large domestic animals shall be permitted as an accessory use in the Estate Residential E-1 District.

(3) For the purpose of this section only, *large domestic animals* are defined as and shall be limited to horses, ponies, mules, donkeys and llamas. For each permitted animal, one (1) acre of lot area inclusive of improvements shall be required. Offspring shall be allowed until the weaning process is complete.

Background - Discussion





Westwood Village 7th Filing Plat

Background – Discussion Estate Residential Code Changes

- **Ordinance 1999-1044, which was in effect at the time the applicant purchased the property in 2015.**
  -Section 16-205. - Density
  - E-1 District – Minimum Lot Size of one (1) acre if on Town sewer system, 2.5 acres if on septic.

- **Ordinance 2020-1620, repealing, amending, creating, adopting and re-adopting Chapters 14-17.**
  -Table 16-1-10 Zoning Districts Established
  - Estate Residential (Consolidated E-1 + E-2 Districts)

  -Sec. 16-1-30. - Estate residential (ER) zone district.
  - One (1) acre minimum for residential lots.
  - Two and one half (2.5) acre minimum for keeping of animals.

Background - Discussion

- The current Estate Residential zone district code Sec. 16-1-30(e)(7), Permitted Accessory Uses – Keeping of Animals – states the following:
- Keeping of Large Domestic Animals:
  - Contrary provisions of this Code notwithstanding, large domestic animals shall be permitted as an accessory use in the Estate Residential (ER) District on lots two and one-half (2.5) acres in size or greater.
  - For the purpose of this Section only, large domestic animals are defined as and shall be limited to horses, ponies, mules, donkeys, and llamas.
  - For each permitted animal, one (1) acre of lot area inclusive of improvements shall be required. Offspring shall be allowed until the weaning process is complete.

Estate Residential zone district code Sec. 16-1-30(d-e):

- (d) Uses Permitted by Right:

(1) Single-family dwellings.

(2) Public parks and recreation areas.

(3) Public and private schools.

(4) Places of assembly (small).

(5) Golf courses.

- (e) Permitted Accessory Uses:

(1) Accessory dwelling.

(2) Private garages, carports and paved parking areas.

(3) Private residential and private group outdoor recreational facilities, including, by way of example but not of limitation, swimming pools and tennis courts.

(4) Home occupations, subject to the provisions of this Chapter.

(5) Service buildings and facilities normally incidental to the use of a public park or recreation area.

(6) Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right.

(7) Keeping of animals…

Conditional Use Permit - Applicability

Chapter 14 of the Municipal Code outlines the intent of the Conditional Use Permit process, including:

Sec. 14-2-130. Purpose.

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 Chapter, not specifically included as uses by right in any specific zoning districts. It is the specific intent of this Article, except as otherwise specifically provided in this Chapter, to prohibit the granting of conditional uses in any zone when such use is allowed as a use by right in any other zone. This process is specifically applicable to uses identified as conditional uses in particular zone districts.

Review Criteria, Conditions of Approval & Time Limits

Sec. 14-2-130. - Conditional use permit.

(c) Review Criteria.

(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.

(d) Conditions of Approval. The decision-making body may impose conditions on a proposed conditional use to ensure compatibility and to ensure that potential adverse impacts on surrounding uses, properties, public health or safety, the environment, or the district will be substantially mitigated. Conditions of approval shall be binding on the applicant, the applicant's successors and assigns, and shall run with the land.

(e) Conditions for Time Limits/Review. The decision-making body may impose time limits on conditional uses and require regularly scheduled reviews of approved conditional uses.

Analysis – Review Criteria

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

- Sec. 16-1-30. - Estate residential (ER) zone district. (e)(7) – Permitted Accessory Uses - large domestic animals are defined as and shall be limited to horses, ponies, mules, donkeys, and llamas. The Estate Residential (ER) zoning regulations do not include the keeping of goats.

- The code permits one large domestic animal as a permitted accessory use (Sec. 16-1-30(e)(7)) on Estate Residential lots over 2.5 acres but does not address leased property as an alternative for compliance.

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 development does not impact existing public infrastructure and public improvements.

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 code permits one large domestic animal on Estate Residential lots over 2.5 acres but does not address leased property as an alternative for compliance.
- The Estate Residential (ER) zone district regulations do not include goats as a large domestic animal.
- The applicant has not provided information pertaining to placement, orientation, screening or landscape buffers to mitigate the proposed use.
- The applicant stated he was willing to provide other fencing to mitigate the impact on the adjacent property.

Sec. 14-2-220. - Legal nonconformity.

The existing lawful use of a building or premises at the time of the enactment of this Code or any amendment applicable thereto which is not in conformity with the provisions established by this Code may be continued in the manner and for the purposes then existent, subject to the conditions hereinafter stated.

(d) Nonconforming use of land

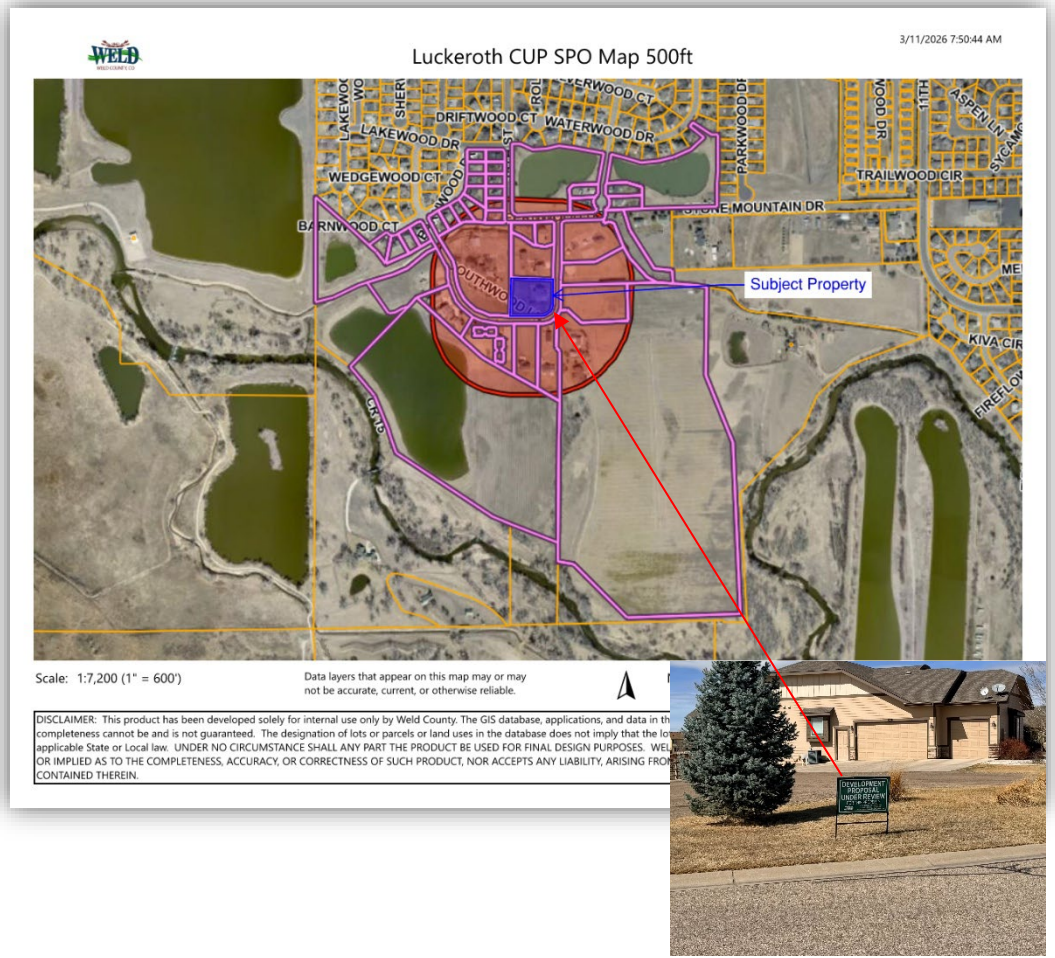
- *(3) Where any such use is discontinued for a period of twelve (12) consecutive or eighteen (18) accumulative months during any three (3) year period, any future use of the land shall conform to the regulations of the district in which it is located.*

- The legal nonconformity code language has remained unchanged since 1983, as set forth in Chapter 102 – Zoning – Section 37, Nonconforming Use of Land (1983).

Notification

Table 14-2-10(h)
Notifications for this meeting were as follows:

- March 20, 2026 – legal notices posted on the Town of Windsor website.
- March 17, 2026 – development review sign posted on the property.
- March 20, 2026 – legal ad published in the local newspaper.
- March 21, 2026 – affidavit of letters mailed to property owners within 500 feet.



Recommendation

At their meeting of April 15, 2026, the Planning Commission forwarded to the Town Board a recommendation of denial of the Lot 16, Westwood Village 7th Filing (636 Southwood Lane) CUP to allow six goats or two horses on a lot less than 2.5 acres in the ER zone district.

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
- Recommendation

Thank You

Questions

Review Criteria, Conditions of Approval & Time Limits

Sec. 14-2-130. - Conditional use permit.

(c) Review Criteria.

(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.

(d) Conditions of Approval. The decision-making body may impose conditions on a proposed conditional use to ensure compatibility and to ensure that potential adverse impacts on surrounding uses, properties, public health or safety, the environment, or the district will be substantially mitigated. Conditions of approval shall be binding on the applicant, the applicant's successors and assigns, and shall run with the land.

(e) Conditions for Time Limits/Review. The decision-making body may impose time limits on conditional uses and require regularly scheduled reviews of approved conditional uses.

Application for Conditional Use Permit

TOWN OF WINDSOR COLORADO

(Please see Town of Windsor for Application Fees)

To Be Completed by Applicant

(Type or print in black ink)

Street Address: 636 Southwood Ln Lot: _____ Block: _____

Subdivision: Westwood Village

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).

The Continued use of horses, goats on our property as when purchased E-1 zoning 1.5 Acres.

Section 14-2-130.

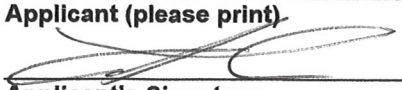
- Legible, accurate drawings (drawn to an appropriate scale, which cannot be smaller than 1" = 30') and specifications necessary for the proper consideration of this permit shall be submitted with this application.
- Conditional Use Permit evaluation criteria are detailed in Windsor Municipal Code Section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

Present use of land: E-1 Zoning Size: 1.5 Acres | 1.5 Acres leased
Present use of structure: _____ Size: _____
Proposed use of land: E1 Zoning with the use of horses Size: 1.5 Acres | 1.5 Acres leased
Proposed use of structure: goats as when purchased Size: _____

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 4th **day of** February, **20** 26

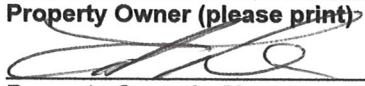
Adam Luckeroth
Applicant (please print)


Applicant's Signature

970-537-0260
Phone (daytime) **Fax**

Email

Adam Luckeroth
Property Owner (please print)


Property Owner's Signature

Phone (daytime) **Fax**

tkexcavatinganddirtwork@gmail.com
Email

Applicant's Representative (if any):

Name: _____

Phone: _____ Fax: _____ Email: _____

Application for Conditional Use Permit

Project Description:

636 Southwood Ln.. We purchased the property and built our home 10 years ago. When we purchased the property we were zoned E1. At the time we were allowed 1 horse per acre. We leased an additional acre from our neighbor which gave us 2.5 acres. Since we have lived at this property we have always had 2 horses. My son also went throug 4 years of 4H showing goats. We sold one of the horses and 2 show goats from February - July for Fair. In the ten years we have lived year numerous neighbors have stopped by to tell us how much they enjoy our animals. We have also never had a compliant. Right before christmas the community officer stopped by to tell us one of neighbors had complained about our goats. This come as a big suprise as everyone has always enjoyed our animals I asked our next door neighbor if they called it in and they said yes. They purchased a new dog a year ago that continuesly barks. They said they were affraid Someone was going to turn them in. Please be mindful this dog barks at all times. We would like to be able to keep horses/goats on our property. as this is why we purchased it sounds like the code change and now requires 2.5 acres or more in order to have horse, mules donkeys or llamas. We would ask that we can continue to have horses or goats on our property as intended when purchased I believe Chapter 7 allows for grandfathered in if we have had no complaints in 10 years

Thank You for working on this for us.

Revised August 2022

Town of Windsor · Planning Department
301 Walnut Street · Windsor, Colorado · 80550 · phone 970-674-2400 · fax 970-674-2456 · www.windsorgov.com

Holland & Hart

Jordan J. Bunch
Partner
Phone 303.473.4828
JJBunch@hollandhart.com

April 14, 2026

Town of Windsor Planning Commission
301 Walnut St.
Windsor, CO 80550

Re: Public Hearing – Conditional Use Permit – April 15, 2026

Dear Planning Commissioners,

Please be advised that this firm represents Dwight and Julie Mallory. This letter is submitted for your consideration in connection with the public hearing on the application for a conditional use permit submitted by Adam Luckeroth to allow for the keeping of animals on a lot smaller than 2.5 acres in the Estate Residential (ER) zoning district (the "**Application**"). This letter is submitted to highlight two crucial legal issues with respect to the Application.

Contrary to the assumption that underlies the Application, the Town of Windsor Municipal Code ("**Code**") does not provide that the keeping of large domestic animals is a permitted conditional use in the ER zone district. Code Section 16-1-130, which sets forth the regulations for the ER zone district states in subsection (e)(7) that "*contrary provisions of this Code notwithstanding, large domestic animals shall be permitted as an accessory use in the Estate Residential (ER) District on lots two and one-half (2.5) acres in size or greater. For the purpose of this Section only, large domestic animals are defined as and shall be limited to horses, ponies, mules, donkeys, and llamas. For each permitted animal, one (1) acre of lot area inclusive of improvements shall be required. Offspring shall be allowed until the weaning process is complete*." Crucially, that language does not state this use is a permitted accessory use in lots over 2.5 acres and permitted as a conditional use on smaller lots. It provides no mechanism by which smaller lots could be approved for this use.

The assumption that this silence could be construed to allow for a conditional use is contrary to the way that other conditional uses are addressed in the Code. Certain uses are identified in the Code as permitted conditional uses and the definition of such uses clearly states in which districts that they are a permitted conditional use. For example, Code Section 16-3-50(a) states that "*small group living facilities… shall be permitted as a conditional use in all residential zoning districts*." In other instances, permitted conditional uses are identified in the Code provision governing a specific zoning district. For example, Code Section 16-1-40(c)(3) lists nine (9) different uses which may be permitted as a conditional use in the Single family (SF-1) zoning district.

Neither the Application nor the staff memorandum cite to a Code provision that identifies the keeping of large domestic animals as a conditional use in the ER zone for lots under 2.5 acres. Instead, both appear to take for granted that the Town of Windsor (the "**Town**") has the authority to permit this activity through the approval of a conditional use permit. However, that position completely undermines entire sections of the Code. The logical conclusion of this position is that the Town could

permit any use in any zoning district upon the approval of a conditional use permit. That would effectively render the code provisions that specifically outline what uses are permitted as conditional uses in certain zoning districts completely meaningless. This Application is contrary to the Code on its face. The Town need not analyze whether the Application satisfies the review criteria for a conditional use permit because this use cannot be permitted as a conditional use in the ER zone district as a matter of law.

Further, even if the keeping of horses as "large domestic animals" was permitted as a conditional use, which it is not, the Code does not permit the keeping of goats in the ER zone district in any circumstances. The staff report correctly identifies that the definition of "large domestic animal" does not include goats, but then does not analyze this issue further and simply states that the "ER zoning regulations do not expressly address the keeping of goats or establish an animal unit equivalency." However, the Code does in fact contain a provision which directly addresses this issue. Code Section 7-5-10 defines "animal or animals" to mean "*any cattle, horses, mules, sheep, goats, hogs, pigs, swine or other hard-hoofed animals and rabbits*." Code Section 7-5-20 then states that "*except as otherwise specifically authorized in this Code, it shall be unlawful for any person to keep, harbor, feed, maintain or allow to run or fly at will any animal or animals, wild or exotic animals or fowl within the Town. Keeping, harboring, feeding, maintaining or allowing to run or fly at will any animal or animals, wild or exotic animals or fowl within the Town, except as otherwise allowed and/or specifically authorized in this Code, is hereby declared to be a nuisance*." [emphasis added].

This Code provision is straight forward and clear. Animals, including goats, may only be kept if such keeping is specifically authorized by the Code. The Code does not contain any provision which permits goats to be kept on any lot in the ER zone district regardless of size, whether as a permitted, accessory, or conditional use and therefore the keeping of goats is wholly prohibited under Code Section 7-5-20. It is fundamentally incompatible with the Code to assume that goats may be permitted in the ER zone district as a conditional use permit.

These are foundational legal deficiencies with the Application. A recommendation of approval of the Application would be directly contrary to the clear direction and language of the Code. For these reasons, we respectfully request that you recommend denial of the Application.

Very truly yours,



Jordan J. Bunch
Partner
of Holland & Hart LLP

37599365_v1

From: Dwight Mallory
To: PLANNING
Subject: April 1, 2026 Planning Commission Public Hearing - Conditional Use Permit for 636 Southwood Lane
Date: Sunday, March 29, 2026 3:26:44 PM

Some people who received this message don't often get email from dwightmallory@msn.com. Learn why this is important

Caution: **External Email**

Members of the Windsor Planning Commission,

We are requesting that the Planning Commission public hearing on the captioned proposal be deferred until at least April 15, 2026. My wife and I own the property at 620 Southwood Lane, one of only 2 properties that directly abut the subject property and we have serious concerns with the proposed CUP. My wife and I left the country for vacation on March 22nd, prior to receiving any notice and have only just learned of the Planning Commission hearing date, which will occur before we return on April 2nd. We did make note of the sign posted on the property prior to our departure and both my wife and I left messages with the Windsor Planning Department requesting additional information before we left. However, our calls have not thus far been returned. As the property owners who will be most impacted by the proposal, we believe our concerns should be heard before the Commission issues a recommendation, as the Commission's recommendation will undoubtedly carry weight with the decision-making entity and we will be irrevocably harmed if such recommendation is issued before we have an opportunity to comment.

Our property directly abuts the entirety of the subject property's North property line. The Applicant's property in the area adjacent to our backyard fence is essentially unimproved pasture, where he has kept between 8 and 12 goats since early December. Our side of the fence has finished landscaping and we have already witnessed repeated and persistent occurrences of the goats leaning over the fence and damaging our lilac bushes and spruce tree. In addition to causing damage to our landscaping, when the goats lean over the fence into our yard, it understandably aggravates our dogs to the point that we can no longer enjoy our own property. We contacted Windsor Code Enforcement on December 16th about the issue. However, that decision has only led to repeated harassment from the Applicant, and absolutely no action has been taken to do anything about the problem in the more than 3 months since. Meanwhile, the goats continue to lean over the fence at the leisure and chew on whatever they can reach.

Additionally, the exterior wall of our residence is less than 30 feet from where the goats are currently being kept and we are very concerned about odor from the animals. In the case of the 2014 CUP for 1201 Stone Mountain Drive referenced in the Commission staff presentation, the nearest residential structure to the property line was more than 60 feet as evidenced by publicly available, contemporary aerial photographs. The distance from the

animal confinement area in that case appears to have been greater than 200 feet. We bypassed several other properties before settling on this one because they were in unincorporated areas that were zoned for Agricultural use, and we did not want to live adjacent to the odors, noise and other nuisance associated with livestock keeping operations. We purchased our property specifically because it was located inside city limits and was zoned as Estate Residential, a selling point that the Applicant himself made as the seller of the property when we purchased it. We were aware that horses were allowed in the Estate Residential zone, and we were aware that the Applicant had horses at that time. However, goats and other livestock were not something we would've considered, and we don't believe that the Applicant's wishes in this matter should supersede ours, especially since the existing ordinance does not allow the proposed use.

Our request for deferral of this case is to allow for additional time to review the proposal, relevant ordinances and Comprehensive Plan and if necessary to retain legal counsel so that we may meaningfully participate. If the Planning Commission is unwilling to reschedule hearing on this matter, we ask that this email be read into the record and included in the packet provided to the Windsor Town Board. We further ask that the Commission's recommendation be for denial of the CUP in this case, or at the very least that the CUP include very stringent requirements to keep the animals from continuing to pose a nuisance to adjacent property owners.

We also request a reply to this email with the Commission's response at least 24 hours prior to the hearing.

Thank you,

Dwight & Julie Mallory
620 Southwood Ln
Windsor, CO 80550

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

RE: **Conditional Use Permit to allow for the temporary keeping of animals on a lot smaller than 2.5 acres within the Estate Residential (ER) zone district - 636 Southwood Lane a.k.a. Lot 16, Westwood Village Subdivision 7th Filing, CUP26-002**

To whom it may concern,

My name is Dwight Mallory, and I am providing these written comments in reference to the above captioned Conditional Use Permit application. My wife and I are the owners of and reside at 620 Southwood Lane, which directly abuts the North side of the subject property.

I would like to begin by reminding the Planning Commission that the primary purpose of zoning ordinances is to regulate land use for the protection of public health, safety and welfare, and that the applicant in this case is seeking approval for activities that are generally not allowed under the current zoning ordinance. As such the CUP application must be closely scrutinized and should only be recommended for approval with strict and specific safeguards developed to protect nearby residents and the public at large from health and safety, as well as nuisance issues associated with the proposed activities.

Keeping livestock, such as cattle, sheep, pigs, and goats is generally not allowed, or is severely restricted, in residential neighborhoods throughout the state of Colorado. This is to prevent problems related to noise, odors, sanitation and waste, and to prevent exposure of the public to zoonotic diseases such as OrfV and Q fever. Livestock can also attract predators like coyotes and foxes to the area, creating a hazardous environment for humans and pets.

Because my wife is immuno-compromised, the issue of animal borne diseases, like Q fever is a primary concern for us. According to the CDC and World Health Organization, Q fever is a widespread disease that is common in goats and is transmissible to humans. People are much more susceptible than animals to Q fever, which can cause flu-like symptoms, pneumonia and hepatitis. About 50% of humans who are infected with Q fever show no symptoms and symptoms are generally mild for most people. However, Q fever can be extremely serious and even fatal for people with immuno-compromising conditions.

The bacterium that causes the disease is shed in infected animals' milk, urine and feces. The animals often show no signs of illness, making early detection of the disease difficult. Most Q fever outbreaks in humans have been associated with wind dispersion of dust contaminated with animal waste. The disease can also be passed from infected livestock to pets and then to humans. This is especially concerning, because the goats being kept on the subject property are located directly adjacent to the backyard area frequented by my dogs, and less than 30 feet from my house. The subject property is also located less than 50 feet from a public park frequented by numerous families and pets, and less than 100 feet from a faith-based educational facility that includes

housing and meeting facilities. There is also a licensed, home-based day care in the applicant's home. To recommend approval of the CUP application without consideration of strict setbacks, fencing requirements, and other safeguards to protect the health and safety of the public would be a tremendous lapse in judgement.

Livestock, goats in particular, are prone to damaging landscaping and escaping and require strict enclosure standards to prevent nuisance issues. Since mid-November of 2025, when the goats were brought onto the subject property, they have on an almost daily basis (and sometimes multiple times per day) climbed up on the fence between my property and the subject property, damaging the wire portion of the fence and eating my lilac bushes, honeysuckle bushes and spruce tree. In addition to causing damage to my landscaping, the goats reaching over the fence into my yard (and sometimes under the fence into my yard) understandably causes my dogs to react. This creates a nuisance for everyone and puts my dogs at risk, both from being injured by the goats, and from being unfairly stigmatized as nuisance or dangerous animals if they bark excessively or bite the goats. It also puts me and my wife at risk of injury from the goats, many of which are non-disbudded males, as we must often intervene to prevent the goats from being bitten and I have on one occasion had to retrieve my 20 lb. Shih Tzu from inside the goats' enclosure after he slipped through a hole in the wire caused by the goats.

Mr. Luckeroth, who is the applicant in this case, has been well aware of the nuisance issues created by his goats since at least December 16, 2025, when my wife and I contacted Windsor PD Code Enforcement about the issue. Yet he has chosen to do nothing in the 4 months since to correct the existing issues or prevent further nuisance. As recently as April 8, 2026, the goats continue to climb on the fence on an almost daily basis and cause damage to my property. I am including with these comments several recent photos and videos demonstrating that this is an ongoing nuisance. Also included with my comments is a copy of the Code Enforcement Report and Court Summons issued to Mr. Luckeroth.

On April 1, 2026, while I was out of town and a pet care professional was caring for my dogs, it was reported to me that the goats had escaped from the Luckeroth property and were roaming the street between the subject property and Covenant Park, which is located less than 50 feet from the subject property, potentially placing members of the public at risk. This situation was only corrected after someone who was in the area alerted the Luckeroths to the issue and they recaptured the goats. The applicant has since added wire to the portion of his fence where the goats escaped into the street but has still done nothing to prevent further damage to my property or risk to my pets.

In addition to the numerous ongoing nuisance and more serious health and safety issues created by the goats being harbored on the subject property, there are many issues with the CUP application and the Planning analysis developed for the originally scheduled hearing at the Planning Commission meeting on April 1, 2026.

Mr. Luckeroth claims in the CUP application that he believes his property is "grandfathered" to allow for the keeping of livestock because the current zoning, Ordinance 2020-1620, was enacted

after he acquired and subdivided the property and that he has continuously kept horses and goats on the property. The Planning analysis of the CUP application also appears to rely heavily on ordinance provisions allowing that "properties that have **continuously** (emphasis added) kept animals under previous zoning regulations, or that meet the requirements of the current Code, are permitted to keep Large Domestic Animals". However, neither of these provisions are applicable to the Luckeroth property.

With respect to the continuous keeping of Large Domestic Animals, Mr. Luckeroth's statement in the CUP application that "since we have lived at this property, we have always had 2 horses" is untrue. There were initially 2 horses kept on the Luckeroth property when my wife and I purchased our property from Mr. Luckeroth in 2016. Additionally, 2 goats were kept there, in violation of Code, for a short time a few years ago. However, until Mr. Luckeroth began bringing in the current goat herd (as of April 8, 2026, there were 8 goats on the property, not the 6 indicated in the April 1, 2026 Planning presentation), sometime in November 2025, there have been no horses or goats kept on the property for at least 3 consecutive years, beginning in October 2022. I have included with these comments signed statements from witnesses corroborating this fact.

Sec. 14-2-130(g) of the Code clearly states that "If a conditional use is extinguished, or discontinued for a period of one year, the conditional use permit shall automatically lapse and be null and void". As such, any preexisting authorization for the keeping of animals on the property is no longer valid with respect to continued keeping of Large Domestic Animals or the issuance of a Conditional Use Permit. Furthermore, as the goats previously kept on the property were not allowed under the code in effect at that time, such presence of said goats was unlawful and should not be considered for determining continuous use.

With respect to meeting the requirements of the current Code, the Luckeroth property is 1.457 acres according to the survey plat Mr. Luckeroth submitted with the CUP application. Even if it were allowable to include the 1 acre of pasture he claims to have under lease in his property's total acreage, the total acreage would still be less than what is required under the current Code, which allows keeping of Large Domestic Animals only on ER District **lots** (emphasis added) 2.5 acres in size or greater, not on lots totaling very nearly 2.5 acres. This is further complicated by the proposed inclusion of leased acreage. While the Planning analysis asserts that the Code "does not address leased property as an alternative for compliance", Chapter 14, Article V of the Code specifically defines a lot as "**a single parcel** (emphasis added) of contiguous land". As such, including the leased acre is clearly incongruent with the intent of the Code.

The lease agreement provided by Mr. Luckeroth is itself extremely problematic. The document provided gives no indication of the lease term or number of acres in the lease, and the leased acreage is not included in the site plan submitted with the CUP application. As such it is impossible to demonstrate that the leased acreage is even adjacent to the Luckeroth property. There is a fenced area on the Anderson property that is adjacent to the southwest corner of the Luckeroth property and connected to the Luckeroth property by a gate. However, the fenced area measures only 0.55 acres. Additionally, the gate has remained closed for the entirety of the existing goats'

presence on the Luckeroth property, excluding the goats from accessing this area. I can also attest that the gate was not continuously open during the time horses and goats were previously kept on the property.

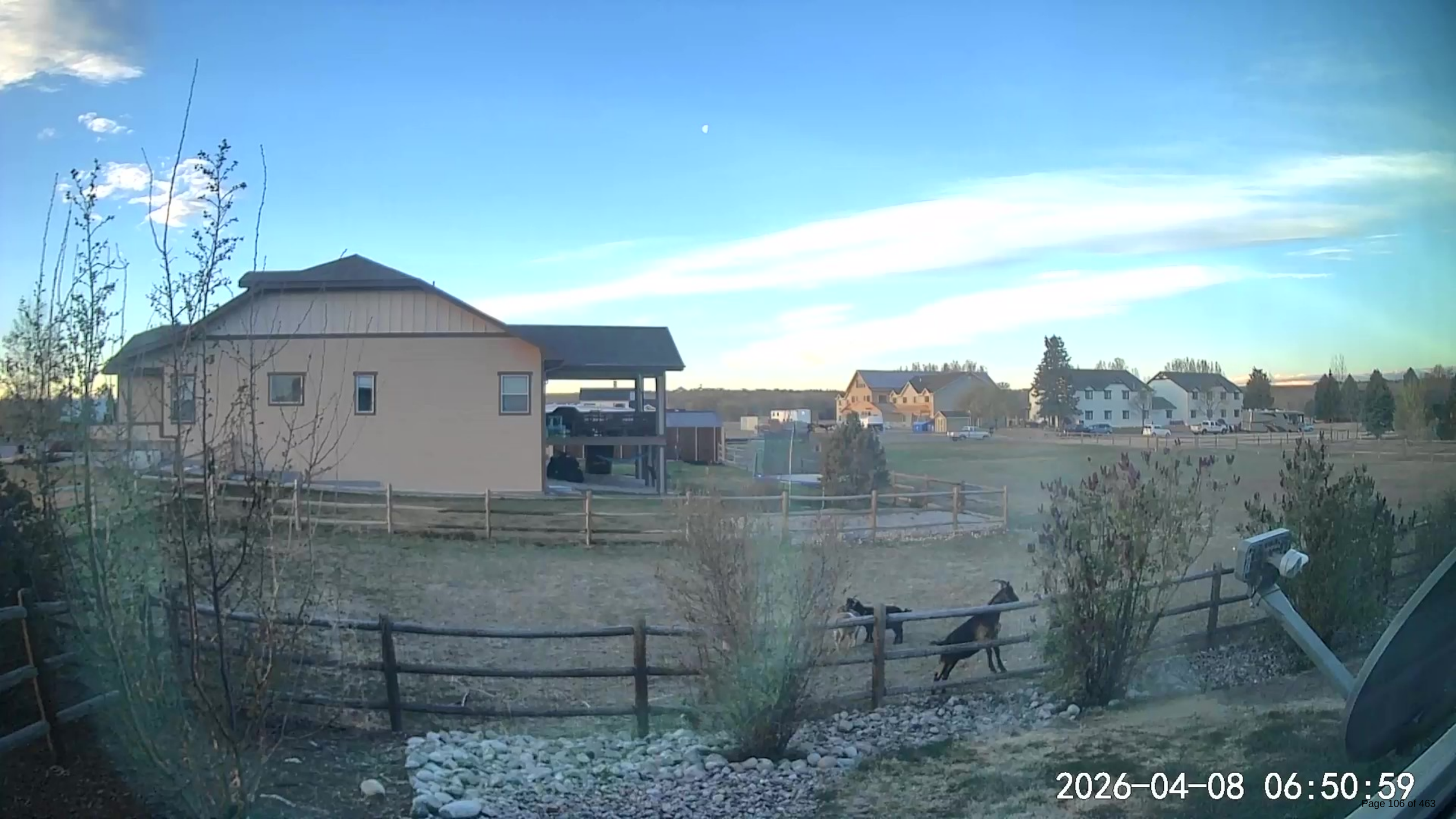
I would also like to point out that Mr. Luckeroth's property originally included nearly 3 acres, which would have allowed keeping of Large Domestic Animals, but not goats, under both the ordinance in effect at that time and the current Code ordinance. It was Mr. Luckeroth who chose to subdivide the property and sell a portion of it for profit. That his ability to lawfully keep Large Domestic Animals on the remaining lot could be and indeed is negatively affected by this decision was clearly a foreseeable consequence. He also chose to discontinue the keeping of horses and goats on the property more than 3 years ago. It is rather disingenuous for him to now claim that he should be "grandfathered" and allowed special treatment as the fact that his lot no longer meets the requirements of the current Code was not a result of the new zoning ordinance, but a result of his choices and a desire to monetize his property.

Section 14-2-130 of the Code requires that Conditional Uses shall demonstrate compatibility with adjacent uses. The keeping of goats or horses on the subject property, coupled with Mr. Luckeroth's history of noncompliance and unwillingness to address nuisance issues associated with the animals, renders the proposed use incompatible with the adjacent residential housing and public space, and I believe the CUP request should be denied on this basis alone. When coupled with the demonstrable lack of continuous use for the keeping of horses and goats, and the incorrect, inconsistent and incomplete information included in the CUP application, which requires the applicant to certify as truthful, should preclude any further consideration of the proposed CUP.

Sincerely,

Dwight Mallory


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ATTESTATION STATEMENT

Stacey N. Coffman
Release the Krakens! LLC
717 Walnut Street (*Residential & Business Address*)
Windsor, Colorado
April 6, 2026

Town of Windsor - Board of Directors
Town of Windsor - Planning Committee
301 Walnut Street
Windsor, Colorado

I, Stacey Nicole Coffman, owner & operator of "Release The Krakens!, LLC" Pet Sitting Services, Windsor, Colorado, attests that "Chani" [Canine/Dobermann] & "Archie" [Canine/Shih Tzu], under the care of their owners, Dwight & Julie Mallory, have been clients in my care starting in October 2022. Release the Krakens, LLC has been a licensed business provider in the Town of Windsor & State of Colorado since August 2018.

Based on my personal knowledge, I can confirm that I, [Stacey], have provided both "check-in" & "overnight care" services for both Chani & Archie starting October 2022. I [Stacey] have ***not*** seen any horses, goats, or any other livestock animal on the adjacent property of 636 Southwood Lane, Windsor, Colorado 80550 since October 2022 when I started working with Mr. & Mrs. Mallory, until November 17, 2025 at their current address of 620 Southwood Lane, Windsor, Colorado 80550. This (November 17, 2025) is the first visit at which the goats were visible to me.

I hereby attest to the accuracy and authenticity of this information. I am also able to provide additional documentation, as needed.

Please do not hesitate to contact me if you require further clarification or assistance in this matter.

Stacey N. Coffman

Stacey N. Coffman

April 8, 2026
Date

Cc: Dwight & Julie Mallory
620 Southwood Lane
Windsor, Colorado 80550

LINAKA JELKIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20264000130
MY COMMISSION EXPIRES 01/05/2030

Linaka Jelkin 4/8/2026

Crystal Munday
505 Legacy Trail
Elizabeth CO 80107

April 6, 2026

To Whom it May Concern,

I am a frequent visitor to the property located at 620 Southwood Lane in Windsor, Colorado. Based on my personal observations, there have been no horses or goats kept on the adjacent property located at 636 Southwood Lane from at least 2022 through November 2025. In approximately November 2025, I observed for the first time 10 to 12 goats present on the property.

Sincerely,

Crystal Munday

COPY

Incident Report #2506741

WINDSOR POLICE DEPARTMENT
960 N. 15TH STREET
WINDSOR, COLORADO 80550
OFFICE (970) 674-6400
FAX (970) 686-7478

Event Info

Case Status	Date
CLEARED	01/21/2026

Date Reported	Time Reported	Time Dispatched	Time Arrived	Time Completed
12/17/2025	15:33	00:00	00:00	00:00

Addr. of Occ.	State	County	City	Zipcode	Date Occ. Range
636 SOUTHWOOD LN	CO	WELD	WINDSOR	80550	12/16/2025 - 01/20/2026

District	Grid	Shift	How Reported	Dispatch Disposition	VRA CRIME
windsor	DISTRICT 4	d2	ONLINE	RPT	N

Sent to VA (Records Use)
N

Classification

Class	Subclass
ANIMAL CALL	Animal Call, Other

Auto Weapon Indicator
No

Rptg party

Name Type	Name	Address	City	State
RPTG PARTY	MALLORY, JULIE MICHELLE	620 SOUTHWOOD LN	WINDSOR	CO

Zip	DOB	Sex	Race	
80550	11/17/1968	F	WHITE	[redacted]

Owner

Name Type	Name	Address	City	State
OWNER	LUCKEROTH, ADAM JOHN	636 SOUTHWOOD LN	WINDSOR	CO

Zip	DOB	Sex	Race	Ethnicity	Height	Weight	Hair
80550	03/25/1978	M	WHITE	NON-HISPANIC	601	240	BRO

Eyes	
BLU	[redacted]

Owner

Name Type	Name	Address	City
OWNER	LUCKEROTH, DAYNA LYNN	636 SOUTHWOOD LANE	WINDSOR

State	Zip	DOB	Sex	Race	Ethnicity
CO	80550	02/15/1977	F	WHITE	NON-HISPANIC

Narrative

Written By	Date Written
TRENHOLM, ROBERT	12/17/2025

On 121625 at approximately 1535 hours, I, CSO Trenholm responded to a code voicemail complaint regarding goats at 636 Southwood Ln. Windsor, CO. Weld County.

COPY

I went to the residence and observed that there were indeed goats on the property. I went to the front door and made contact with Dayna Luckeroth (DOB 021577) who told me that the goats were her son's and that they have had goats and horses in the past without any problems. While speaking with her, the husband identified as Adam Luckeroth (DOB 032578) returned home and I spoke with him. He said that he was zoned for and had always had animals on the property. He told me that he had state licensing regarding having animals. I called Supervisor Burrell who was able to look at the Town's Wing map and he was able to verify that they were zoned for animals, but to email Planning and Zoning to verify. I informed Lukeroth's of the situation.

I then called the reporting party, identified as Julie Mallory who lives next door at 620 Southwood Ln. She told me the main reason she was reporting the goats is that her dogs bark at the goats and have a dog door to go in and out. She stated that she was afraid she would be reported for her dogs barking at goats. I explained the barking ordinance to her and that the property was indeed zoned for animals. I told her that I was going to email Planning and Zoning and would email her back the next day with any further information.

On 121725 when I returned to work, I did have emails from Planning and Zoning stating that despite what the Wing map said,

Per the estate residential zone district code (Sec. 16-1-30. - Estate residential (ER) zone district (e.7): Keeping of animals. Contrary provisions of this Code notwithstanding, large domestic animals shall be permitted as an accessory use in the Estate Residential (ER) District on lots two and one-half (2.5) acres in size or greater. For the purpose of this Section only, large domestic animals are defined as and shall be limited to horses, ponies, mules, donkeys, and llamas.
This property is 1.47 acres and would not be allowed to keep large domestic animals, nor are goats listed as an allowed species.

I returned to 636 Southwood Ln on 121725 to explain the ordinance. I met Dayna at the door and showed her the ordinance. She told me that they had 9 goats. I gave her my card with the report number and asked her husband to email with the information he had regarding previous animals being allowed on the property. A short time later, I received a call from dispatch to follow up with Adam. I called him and he told me that he had talked to the neighbor the night before and had said that if they had just communicated with him, he would have put up a fence to prevent the goats from getting too close to her side. He said that his children had been in 4H Club and have had a steer and goats on the property prior with the Town's permission. He told me that he would go to Planning and Zoning on 121825 to try to figure out what he had before as far as an agreement with the town. He also said that he would still attempt to locate whatever paperwork he had from the State of Colorado.

I informed him that I would get back in touch with him after the Christmas holiday week to figure out what the next steps would be.

Attachments:

None

AXON Evidence (E.COM TITLE):

Axon Fleet 3 Front Camera Video 2025-12-17 1451

Axon Body 4 Video 2025-12-17 1452 D01A9365Z

Axon Body 4 Video 2025-12-17 1552 D01A9365Z

Axon Body 4 Video 2025-12-16 1559 D01A9365Z

Axon Fleet 3 Front Camera Video 2025-12-16 1558

All Other Evidence (EVIDENCE ITEM # AND DESCRIPTION):

None

Case Status:

Active

DISCLAIMER: *This report is not intended to be a transcript or complete accounting of every detail or circumstance that is depicted in body/dash camera footage. Furthermore, this report may include additional information regarding*

COPY

what the officer observed or perceived during this event that may or may not be recorded in associated video footage.

The events detailed in this report may be organized for clarity and benefit of the reader.

Body cam/dash cam footage is automatically uploaded to secure evidence storage. Officers do not have the capability to delete or edit recordings.

Supplemental Narrative

Written By	Date Written
TRENHOLM, ROBERT	01/21/2026

On 012026 when I returned to work, I, CSO Trenholm had received an email from the town prosecutor. She stated that, "After review of any and all potential places, we cannot locate anything that may indicate the goats were ever allowed. Our consensus is that you may go ahead and cite them, and if they claim they have the right to have the goats, they have to prove it. We have nothing in any files that says this can occur."

I responded to 636 Southwood Ln and made contact with Dayna Luckeroth at the residence. I explained to her what the prosecutor had advised and issued a summons that I had filled out to her husband, Adam Luckeroth, as that is who I had been conversing with. The summons #C47088 (7-5-20 Keeping of animals, wild or exotic animals and fowl prohibited-Declaration of nuisance) had a court date of February 10th at 1030 am. I explained to Dayna that if they had any documentation allowing them to have goats from previously, they should bring it then. I asked her if she had any questions and she did not. She just stated that she was disappointed for her son, who owned the goats.

No further action taken by this officer.

Attachments:

C47088

AXON Evidence (E.COM TITLE):

Axon Fleet 3 Front Camera Video 2026-01-20 1413

Axon Body 4 Video 2026-01-20 1413 D01A9365Z

All Other Evidence (EVIDENCE ITEM # AND DESCRIPTION):

None

Case Status:

Cleared

DISCLAIMER: *This report is not intended to be a transcript or complete accounting of every detail or circumstance that is depicted in body/dash camera footage. Furthermore, this report may include additional information regarding what the officer observed or perceived during this event that may or may not be recorded in associated video footage.*

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Records Exemptions

Enclosed please find a copy of the response documents for your records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
Personal Identifying Information		1

7108129

COPY

WINDSOR POLICE DEPARTMENT UNIFORM SUMMONS & COMPLAINT OR PENALTY ASSESSMENT

THE PEOPLE OF THE STATE OF COLORADO VS.

CASE NO. 25-06741 No. C 47088

Defendant (Last Name)	(First)	(Middle)	Date of Birth:	Age	☐ Traffic ☒ Penal	Violation Date:
LucKeroth	Adam	John	03/25/78			01/20/26

Defendant's Address	City	State	Zip	Approx. Time of Violation
636 Southwood Ln.	Windsor	CO	80550	1400

[redacted]	State	Race	Sex	Ht.	Wt.	Hair	Eyes	[redacted]
	CO	W	M	601	240	BRO	BLU	

Vehicle License #	State	VIN	Approximate Location of Violation, State of Colorado, (Weld County) Larimer County in the Town of Windsor
			T.A. ☐ Y ☒ N P.I. ☐ Y ☒ N 636 Southwood Ln

Vehicle Color	Vehicle Year	Make	Type

Registered Owner (Name and Address) ☐ SA

YOU ARE SUMMONED AND ORDERED TO APPEAR TO ANSWER CHARGES AS STATED BELOW IN:

☒ **WINDSOR MUNICIPAL COURT** at 301 Walnut St. in Windsor, Colorado — Windsor Code Adoptive Ordinance Section 8-1-10 ☐
on Feb 10th 2026 at 10:30

☐ **WELD COUNTY COURT** at Centennial Bldg., 915 10th St. in Greeley, Colorado — HB-1199 ☐
on ____ 201__ at ____

☐ **LARIMER COUNTY COURT** at 201 LaPorte in Fort Collins, Colorado — HB-1199 ☐
on ____ 201__ at ____

CHARGE No. 1	Section	CRS	M.T.C.☐ W.M.C.☒ Sect.	FINE + SURCHARGE	TOTAL	POINTS	COM CODE
	7-5-20			summons			

Description of Offense: Keeping of Animals, Wild or Exotic animals & Fowl prohibited — Declaration of Nuisance

CHARGE No. 2	Section	CRS	M.T.C.☐ W.M.C.☐ Sect.	FINE + SURCHARGE	TOTAL	POINTS	COM CODE

Description of Offense

☐ CRS 18-13-122(3)(a) ILLEGAL(POSSESSION/CONSUMPTION) OF ETHYL ALCOHOL BY AN UNDERAGE PERSON	C.C. 117	PTS 0	☐ CRS 18-13-122(3)(b) ILLEGAL (POSSESSION/CONSUMPTION) OF MARIJUANA BY AN UNDERAGE PERSON	C.C. 117	PTS 0	☐ CRS 42-4-1301 (1)(a) DROVE VEHICLE WHILE UNDER THE INFLUENCE OF ALCOHOL/DRUGS OR BOTH	C.C. 800	PTS 12
☐ MTC 1211 ☐ CRS 42-4-1211 UNSAFE BACKING FINE ____ SURCHARGE ____ TOTAL ____	C.C. 153	PTS 2	☐ MTC 1402 ☐ CRS 42-4-1402 CARELESS DRIVING FINE ____ SURCHARGE ____ TOTAL ____	C.C. 141	PTS 4	☐ MTC 1008 ☐ CRS 42-4-1008(1) FOLLOWING TOO CLOSE FINE ____ SURCHARGE ____ TOTAL ____	C.C. 142	PTS 4
☐ MTC 1101(7) ☐ CRS 42-4-1101 SPEEDING ____ MPH IN A ____ MPH ZONE FINE ____ SURCHARGE ____ TOTAL ____	C.C.	PTS	☐ MTC 1409 (3) ☐ CRS 42-4-1409(3) NO PROOF OF INSURANCE FINE ____ SURCHARGE ____ TOTAL ____	C.C. 957	PTS 4	☐ WMC SEC 7-6-20 DOG IDENTIFICATION REQUIRED FINE ____ SURCHARGE ____ TOTAL ____		
☐ MTC 703 (3) ☐ CRS 42-4-703(3) FAILED TO STOP FOR STOP SIGN FINE ____ SURCHARGE ____ TOTAL ____	C.C. 319	PTS 4	☐ MTC 603(1) ☐ CRS 42-4-603 (1) RED LIGHT VIOLATION FINE ____ SURCHARGE ____ TOTAL ____	C.C. 304	PTS 4	☐ WMC SEC 7-6-60 DOG AT LARGE FINE ____ SURCHARGE ____ TOTAL ____		
☐ MTC 237 ☐ CRS 42-4-237 (2) SEAT BELT REQUIREMENTS FINE ____ SURCHARGE ____ TOTAL ____	C.C. 575	PTS 0	☐ CRS 42-4-1409(1) NO LIABILITY INSURANCE (OWNER OPERATING VEH) FINE ____ SURCHARGE ____ TOTAL ____	C.C. 954	PTS 4	☐ WMC SEC 7-6-30 RABIES VACCINATION REQUIRED FINE ____ SURCHARGE ____ TOTAL ____		
☐ CRS 42-3-114 (1) (a) EXPIRED LICENSE PLATES FINE ____ SURCHARGE ____ TOTAL ____	C.C. 038	PTS 0	☐ CRS 42-2-101(1) DROVE VEHICLE WITHOUT VALID DRIVERS LICENSE FINE ____ SURCHARGE ____ TOTAL ____	C.C. 060	PTS 3	☐ WMC SEC 7-6-70 DISTURBING THE PEACE - BARKING DOG FINE ____ SURCHARGE ____ TOTAL ____		

SUMMONS: ☐ TRAFFIC INFRACTION ☒ OFFENSE
WITHOUT ADMITTING GUILT, I HEREBY PROMISE TO APPEAR AT THE TIME AND PLACE INDICATED ABOVE.
DEFENDANT Served
NOTICE: SEE INSTRUCTIONS ON REVERSE SIDE

PENALTY ASSESSMENT: ☐ TRAFFIC INFRACTION ☐ OFFENSE
UPON PAYMENT OF THIS PENALTY ASSESSMENT, I ACKNOWLEDGE GUILT OF ALL CHARGES CONTAINED HEREON AND UNDERSTAND THAT THE POINTS INDICATED ABOVE WILL BE ASSESSED AGAINST MY DRIVER'S LICENSE.
DEFENDANT ____
NOTICE: SEE INSTRUCTIONS ON REVERSE SIDE

TOTAL FINE: Summons

CITIZEN COMPLAINT Yes

THE UNDERSIGNED HAS PROBABLE CAUSE TO BELIEVE THAT THE DEFENDANT COMMITTED THE OFFENSE(S) AGAINST THE PEACE AND DIGNITY OF THE PEOPLE OF THE STATE OF COLORADO AND AFFIRMS THAT A COPY OF THIS SUMMONS & COMPLAINT OR PENALTY ASSESSMENT WAS DULY SERVED UPON THE DEFENDANT.

DATED THIS 20th DAY OF Jan 2026 OFFICER Trenholm

REV. 0911

WHITE - COURT YELLOW - DEFENDANT PINK - MVD TRANSCRIPT GOLD - DA

THIS IS A LEGAL DOCUMENT - READ BOTH SIDES

THIS IS A LEGAL DOCUMENT - READ BOTH SIDES

COPY

MVD TRANSCRIPT

THIS REPORT MUST BE MAILED WITHIN 48 HOURS AFTER JUDGMENT. PLEASE COMPLETE ALL ITEMS. MAIL TO THE MOTOR VEHICLE DIVISION, DRIVER SERVICES SECTION, DENVER, COLORADO 80261-0016

REMARKS:

CASE NUMBER: TRIAL/HEARING/TVB PAYMENT DATE

CHARGE NUMBERS	PLEA			FINDING			FINES & COSTS			SUSPENDED		
	Guilty	Not Guilty	Nolo	Dism	Guilty	Not Guilty	Fine	Days Jail	Costs	Fine	Days Jail	Costs
1												
2												

"WHEN PAID AS A PENALTY ASSESSMENT OR A TRAFFIC VIOLATIONS BUREAU, PAYMENT OF THE FINE INDICATED HEREON SHALL CONSTITUTE A CONVICTION OF THE VIOLATION(S) SHOWN BY THE CHARGE(S) INDICATED ON THIS DOCUMENT."

SIGNATURE OF JUDGE OR CLERK

LOCATION OF COURT
❑ COUNTY ❑ MUNICIPAL

Records Exemptions

Enclosed please find a copy of the response documents for your records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
Personal Identifying Information		1

Lease Agreement
Pasture Ground

I Adam Luckeroth of 636 Southwood Lane enter into this lease agreement with Dan Anderson of 660 Southwood Lane to lease additional pasture ground to graze horses on. In return Mr. Luckeroth will pay Mr. Anderson 100.00 per horse, fence and maintain the leased property. This agreement is entered into this 12th day of January 2016.

X _____ 1/12/16
Adam Luckeroth

X _____ 1/12/16
Dan Anderson

Holland & Hart

Jordan J. Bunch
Partner
Phone 303.473.4828
JJBunch@hollandhart.com

April 23, 2026

Windsor Town Board
301 Walnut St.
Windsor, CO 80550

Re: Public Hearing – Conditional Use Permit – April 27, 2026

Dear Town Board,

Please be advised that this firm represents Dwight and Julie Mallory. This letter is submitted for your consideration in connection with the public hearing on the application for a conditional use permit submitted by Adam Luckeroth to allow for the keeping of animals on a lot smaller than 2.5 acres in the Estate Residential (ER) zoning district (the "**Application**"). This letter is submitted to highlight two crucial legal issues with respect to the Application.

Contrary to the assumption that underlies the Application, the Town of Windsor Municipal Code ("**Code**") does not provide that the keeping of large domestic animals is a permitted conditional use in the ER zone district. Code Section 16-1-130, which sets forth the regulations for the ER zone district states in subsection (e)(7) that "*contrary provisions of this Code notwithstanding, large domestic animals shall be permitted as an accessory use in the Estate Residential (ER) District on lots two and one-half (2.5) acres in size or greater. For the purpose of this Section only, large domestic animals are defined as and shall be limited to horses, ponies, mules, donkeys, and llamas. For each permitted animal, one (1) acre of lot area inclusive of improvements shall be required. Offspring shall be allowed until the weaning process is complete*." Crucially, that language does not state this use is a permitted accessory use in lots over 2.5 acres and permitted as a conditional use on smaller lots. It provides no mechanism by which smaller lots could be approved for this use.

The assumption that this silence could be construed to allow for a conditional use is contrary to the way that other conditional uses are addressed in the Code. Certain uses are identified in the Code as permitted conditional uses and the definition of such uses clearly states in which districts that they are a permitted conditional use. For example, Code Section 16-3-50(a) states that "*small group living facilities… shall be permitted as a conditional use in all residential zoning districts*." In other instances, permitted conditional uses are identified in the Code provision governing a specific zoning district. For example, Code Section 16-1-40(c)(3) lists nine (9) different uses which may be permitted as a conditional use in the Single family (SF-1) zoning district.

Neither the Application nor the staff memorandum cite to a Code provision that identifies the keeping of large domestic animals as a conditional use in the ER zone for lots under 2.5 acres. Instead, both appear to take for granted that the Town of Windsor (the "**Town**") has the authority to permit this activity through the approval of a conditional use permit. However, that position completely undermines entire sections of the Code. The logical conclusion of this position is that the Town could

permit any use in any zoning district upon the approval of a conditional use permit. That would effectively render the code provisions that specifically outline what uses are permitted as conditional uses in certain zoning districts completely meaningless. This Application is contrary to the Code on its face. The Town need not analyze whether the Application satisfies the review criteria for a conditional use permit because this use cannot be permitted as a conditional use in the ER zone district as a matter of law.

Further, even if the keeping of horses as "large domestic animals" was permitted as a conditional use, which it is not, the Code does not permit the keeping of goats in the ER zone district in any circumstances. The staff report correctly identifies that the definition of "large domestic animal" does not include goats, but then does not analyze this issue further and simply states that the "ER zoning regulations do not expressly address the keeping of goats or establish an animal unit equivalency." However, the Code does in fact contain a provision which directly addresses this issue. Code Section 7-5-10 defines "animal or animals" to mean "*any cattle, horses, mules, sheep, goats, hogs, pigs, swine or other hard-hoofed animals and rabbits*." Code Section 7-5-20 then states that "*except as otherwise specifically authorized in this Code, it shall be unlawful for any person to keep, harbor, feed, maintain or allow to run or fly at will any animal or animals, wild or exotic animals or fowl within the Town. Keeping, harboring, feeding, maintaining or allowing to run or fly at will any animal or animals, wild or exotic animals or fowl within the Town, except as otherwise allowed and/or specifically authorized in this Code, is hereby declared to be a nuisance*." [emphasis added].

This Code provision is straight forward and clear. Animals, including goats, may only be kept if such keeping is specifically authorized by the Code. The Code does not contain any provision which permits goats to be kept on any lot in the ER zone district regardless of size, whether as a permitted, accessory, or conditional use and therefore the keeping of goats is wholly prohibited under Code Section 7-5-20. It is fundamentally incompatible with the Code to assume that goats may be permitted in the ER zone district as a conditional use permit.

These are foundational legal deficiencies with the Application which were recognized by the Planning Commission. The Planning Commission's thorough and diligent consideration of these issues was reflected in their recommendation of denial. An approval of the Application would be directly contrary to the clear direction and language of the Code. For these reasons, we respectfully request that you follow the recommendation of the Planning Commission and deny the Application.

Very truly yours,



Jordan J. Bunch
Partner
of Holland & Hart LLP

37599365_v2

MEMORANDUM

Date: April 27, 2026
To: Mayor and Town Board
From: Mark Price, Planner II
Re: Consideration - Request for a Conditional Use Permit to allow for the temporary keeping of animals on a lot smaller than 2.5 acres within the Estate Residential (ER) zone district for Westwood Village Subdivision 7th Filing, Lot 16 (636 Southwood Lane) - Adam Luckeroth, Applicant/Property Owner
Item #: C.2.

Background / Discussion:
Please refer to the public hearing item memorandum.

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

At the April 15, 2026, Planning Commission meeting, the Planning Commission forwarded to the Town Board a recommendation of denial of the conditional use permit for Westwood Subdivision 7th Filing, Lot 16 (636 Southwood Lane), to allow six goats or two horses for a lot less than the 2.5-acre requirement for large domestic animals in the Estate Residential zoning district.

CC:
Scott Ballstadt, Director of Planning
Carlin Malone, Planning Manager
Kim Mihm, Deputy Town Attorney

Attachments:

MEMORANDUM

Date: April 27, 2026
To: Mayor and Town Board
From: Scott Ballstadt, Planning Director
Re: Ordinance No. 2026-1744 Adopting the 2025 Colorado Wildfire Resiliency Code and Corresponding Map and Revising the Windsor Municipal Code Accordingly
Item #: C.3.

Background / Discussion:
The Wildfire Resiliency Code (WRC) is a State of Colorado mandate that staff has been following along with SAFEbuilt and Windsor-Severance Fire Rescue (WSFR) and participating in peer group meetings to gather information. The attached ordinance will adopt the WRC and map by reference with an effective date of July 1, 2026 as required by the State of Colorado.

Senate Bill 23-166 established a Wildfire Resiliency Code Board in the Division of Fire Prevention and Control to help enhance community safety and resiliency from wildfires through the adoption of codes and standards. “The act requires a governing body with jurisdiction in an area within the wildland-urban interface that has the authority to adopt building codes or fire codes to adopt and enforce a code that meets or exceeds the minimum standards of the codes adopted by the board within 3 months of the date the board adopts its codes.” That deadline to adopt a code was subsequently extended to April 1, 2026, along with a deadline to enforce the code by July 1, 2026.

The State adopted the Colorado Wildfire Resiliency Code (WRC) July 1, 2025 (https://dfpc.colorado.gov/WRCB). The WRC includes minimum standards for hardening structures and reducing fire risk in the defensible space surrounding structures in the “Wildland-Urban Interface” (WUI). The State also adopted a map that depicts the WUI across the State, including Windsor. In Windsor the WUI is largely limited to larger estate lot subdivisions and natural areas such as the river corridor, bluffs and arroyos (map excerpts of Windsor area attached as examples).

This will require property owners within areas designated as WUI to follow the WRC when building new structures, constructing additions (over 500 square feet), reconstruction of exterior walls (more than 25%) or re-roofing (more than 25%). The structure hardening requirements will be incorporated into the Town’s existing building permit and inspection process.

Property owners within areas designated as WUI will also be required to follow rules for landscaping and fencing in the “defensible space” which is defined as follows: “DEFENSIBLE SPACE. An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.” The level of required mitigation measures will correspond to the applicable fire intensity classifications – Low, Moderate or High - as identified on the map.

However, these requirements include standards regarding vegetation maintenance and fencing. Windsor does not require permits for landscape materials or fencing, and once a Certificate of Occupancy (CO) has been issued for a home, there is no mechanism for subsequent inspections or enforcement. **Therefore, it is the responsibility of owners of properties within WUI hazard areas as designated by the State of Colorado to maintain such properties in compliance with the WRC.**

Staff will coordinate with WSFR to provide educational materials on the Town's website and in building permit application materials and will request that WSFR take the lead with regard to educational materials and public outreach.

Summary
As indicated in the attached Colorado Municipal League newsletter, concerns regarding the WRC include, among others, staff capacity to review, adopt and enforce the new code and the unfunded mandate implications of implementation. Despite concerns, the attached ordinance will comply with the mandate, and staff will work with SAFEbuilt to incorporate the structure hardening requirements into the Town's existing building permit and inspection process. However, the respective property owners will be responsible for compliance with those vegetation and fencing site and area requirements of the WRC that are not regulated by the Town.

Financial Impact:
The additional requirements will require changes to existing building permit review and inspection processes. Staff will work with WSFR and SAFEbuilt to implement the WRC with as little financial impact as possible.

Relationship to Strategic Plan:
Community Safety - Windsor ensures that safety of our community is at the forefront of every decision we make. We accomplish this through design, construction of infrastructure, prevention, and preparedness. We sustain an active emergency management system focused on prevention, preparedness, and recovery with key partnerships in place to effectively respond in crisis. We safeguard our infrastructure through best management practices and long-term planning to deliver safe and reliable Town-provided utilities and services.

Recommendation:
Staff recommends that Town Board approve the attached ordinance on first reading as presented.

CC:
Sandra Friedrichsen, Fire Marshal, Windsor Severance Fire Rescue
Russ Weber, Building Official, SAFEbuilt

Attachments:
1. Ord No 2026-1744 Adopting Wildfire Resiliency Code
2. Wildfire Resiliency Code Presentation 4.27.26
3. 2025 Colorado Wildfire Resiliency Code
4. Mapped Areas of Windsor Identified as Low Intensity and Moderate Intensity
5. 2.3.26 CML Newsletter - Colorado Wildfire Resiliency Code update

TOWN OF WINDSOR

ORDINANCE NO. 2026-1744

AN ORDINANCE ADOPTING THE 2025 COLORADO WILDFIRE RESILIENCY CODE AND CORRESPONDING MAP AND REVISING THE WINDSOR MUNICIPAL CODE ACCORDINGLY

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

WHEREAS, both the Town and the State of Colorado ("State") recognize that Colorado's wildfire risk has continued to rise and has grown in intensity, frequency and devastation over the past two decades; and

WHEREAS, through Senate Bill 2023-166, the State established a Wildfire Resiliency Code Board ("State Board") to adopt model codes to enforce best practices in hardening structures and reducing fire risk in the defensible space surrounding structures throughout Colorado; and

WHEREAS, the State Board has created the Colorado Wildfire Resiliency Code ("Wildfire Code"), which establishes minimum codes and standards for hardening structures and reducing fire risk in the defensible space surrounding structures in the Colorado wildland-urban interface ("WUI"); and

WHEREAS, the State has mandated that all governing bodies with jurisdiction in an area within the WUI that have the authority to adopt building codes or fire codes must adopt and enforce a code that meets or exceeds the Wildfire Code; and

WHEREAS, the Town's Home Rule Charter Article IV, Section 4.13, authorizes the Town Board to adopt codes by reference as provided by applicable State statutes; and

WHEREAS, to adopt the Wildfire Code, Article 18 of the Windsor Municipal Code ("Code") must be amended to include new code provisions adopting these measures; and

WHEREAS, the Town Board desires to adopt by reference the Wildfire Code and corresponding map and finds this adoption and the amendment to the Code to be in the best interest of the health, safety and welfare of the Town's residents.

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

Section 1. The Town Board hereby adopts the 2025 Colorado Wildfire Resiliency Code and the corresponding Colorado Wildfire Resiliency Code Map.

Section 2. The Town of Windsor Municipal Code Chapter 18, Article 11 is hereby amended to add Sec. 18-11-40 through Sec. 18-11-110, which shall read as follows:

Sec. 18-11-40. – Adoption of the Colorado Wildfire Resiliency Code.

The Colorado Wildfire Resiliency Code, 2025 Edition, as published by the Colorado Wildfire Resiliency Code Board, and the corresponding Colorado Wildfire Resiliency Code Map, as amended from time-to-time, are adopted by reference.

Sec. 18-11-50. – Amendments.

The Colorado Wildfire Resiliency Code Section 101.1 Colorado Wildfire Resiliency Code Section 101.1 [NAME OF JURISDICTION] is amended by the addition of "Town of Windsor" where indicated.

The Colorado Wildfire Resiliency Code Section 103.1 Colorado Wildfire Resiliency Code Section 103.1 [INSERT NAME OF DEPARTMENT] is amended by the addition of "Town of Windsor Planning Division" where indicated.

Sec. 18-11-60. - Purpose and scope.

The purpose of the Colorado Wildfire Resiliency Code is to provide minimum standards to safeguard life, limb, health, and property by regulating building, planting, and maintenance standards in the wildland-urban interface. The scope of authority goes to the International Codes, as amended and adopted by this Code.

Sec. 18-11-70. - Homeowner, occupant, homeowner association or metropolitan district responsible for maintenance.

Upon the completion of any work subject to this Code, all required defensible space shall be continuously maintained in compliance with this Code. The duty to maintain defensible space shall run with the land and shall be the responsibility of the property owner, occupant, homeowners' association, metropolitan district, or other private entity having legal ownership or control of the property or common areas, as applicable.

Sec. 18-11-80. - Town acknowledgment of state's unfunded mandate and Town responsibilities.

The Town acknowledges that this state-mandated adoption is an unfunded mandate. The Town will endeavor to enforce requirements that can be enforced through building standards within its budgetary allotment. However, the Town is not responsible for enforcing standards after the issuance of the certificate of occupancy and may place the burden of enforcing the maintenance of the defensible space, including but not limited to fencing, landscaping, trees, and shrubbery, on the homeowner, occupant, and/or the State of Colorado.

Sec. 18-11-90. – Support from the Colorado Division of Fire Prevention and Control authorized.

The Town is authorized to request support from the Colorado Division of Fire Prevention & Control in conducting inspections and enforcing this Code pursuant to the Division's procedures and as permitted under Sec. 24-33.5-1237(2)(d), C.R.S.

Sec. 18-11-100. – Cooperative agreements authorized.

The Town is authorized to enter into cooperative agreements, as defined under Sec. 24-33.5-1237, C.R.S., that provide for the enforcement of these Codes.

Sec. 18-11-110. - Compliance date.

The compliance date for this Code adoption is July 1, 2026.

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, passed on first reading and ordered published this 23rd day of March, 2026.

TOWN OF WINDSOR, COLORADO

Julie Cline, Mayor

ATTEST:

Karen Frawley, Town Clerk

Passed on second reading and ordered published this 27th day of April, 2026.

TOWN OF WINDSOR, COLORADO

Julie Cline, Mayor

ATTEST:

Karen Frawley, Town Clerk

Wildfire Resiliency Code

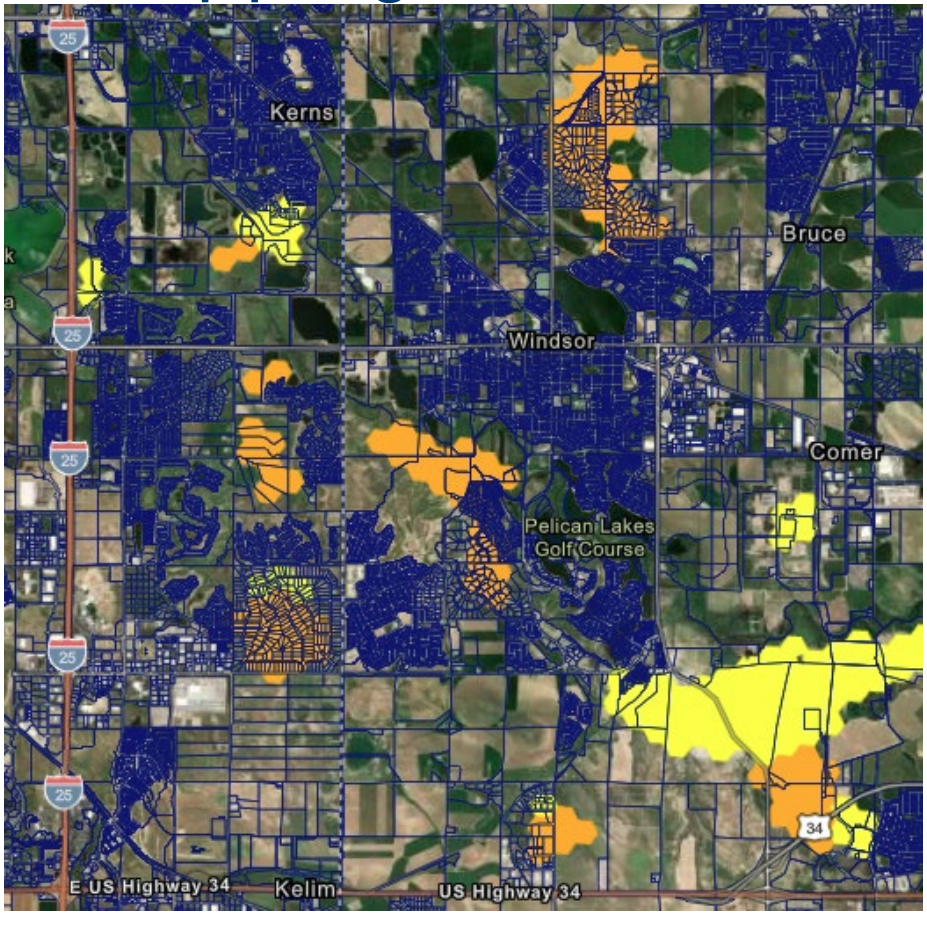
Scott Ballstadt, Director of Planning

April 27, 2026

Wildfire Resiliency Code Overview

- Senate Bill 23-166 established a Wildfire Resiliency Code Board in the Division of Fire Prevention and Control.
- “The act requires a governing body with jurisdiction in an area within the wildland-urban interface that has the authority to adopt building codes or fire codes to adopt and enforce a code that meets or exceeds the minimum standards of the codes adopted by the board within 3 months of the date the board adopts its codes.” Deadline to adopt was subsequently extended to April 1, 2026 with deadline to enforce by July 1, 2026.
- State adopted the Colorado Wildfire Resiliency Code (WRC) July 1, 2025. The WRC includes minimum standards for hardening structures and reducing fire risk in the defensible space surrounding structures in the “Wildland-Urban Interface” (WUI).
- State adopted map depicts WUI across the State. In Windsor the WUI is largely limited to larger estate lot subdivisions and natural areas such as the river corridor, bluffs and arroyos.

WRC Mapping


Kerns
Bruce
Windsor
Comer
Pelican Lakes
Golf Course
E US Highway 34
Kelim
US Highway 34
25
34

WRC Requirements

Property owners within designated areas required to follow the WRC when building new structures, constructing additions (over 500 square feet), reconstruction of exterior walls (more than 25%) or re-roofing (more than 25%). Requirements will include specified building and roofing materials that meet fire resistant criteria.

Property owners within designated areas also required to follow rules for landscaping and fencing in the “defensible space” which is defined as: “DEFENSIBLE SPACE. An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.”

WRC Enforcement

- Enforcement is to be conducted “in accordance with the rules and regulations for code enforcement adopted by the governing body”.
- The current building permit process will be updated to enforce the structure hardening requirements and many builders are already meeting much of these requirements.
- Windsor does not require permits for landscape materials or fencing, and once a Certificate of Occupancy (CO) has been issued for a home, there is no mechanism for subsequent inspections or enforcement.
- It is the responsibility of owners of properties within WUI hazard areas as designated by the State of Colorado to maintain such properties in compliance with the WRC.

WRC Enforcement

- Staff will coordinate with WSFR to provide educational materials on the Town's website and in building permit application materials and will request that WSFR take the lead with regard to educational materials and public outreach.

- The attached ordinance will adopt the WRC and map by reference with an effective date of July 1, 2026 as required by the State of Colorado.

Thank You.

COLORADO
Wildfire
Resiliency
Code Board

2025

Colorado Wildfire Resiliency Code

01 June 2025

COLORADO
Department of Public Safety

COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

CWRC Version 1.0

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Attributions

ATTRIBUTIONS

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Chapter 1 - Scope and Administration

PART 1 GENERAL PROVISIONS

SECTION 101 SCOPE AND GENERAL REQUIREMENTS

101.1 Title. These regulations shall be known as the Colorado Wildfire Resiliency Code as adopted by [NAME OF JURISDICTION], hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises that contain *occupiable* and/or *habitable space*, or change in use resulting in an occupiable and/or habitable space, unless excepted, within the *wildland-urban interface* areas of Colorado, as designated in this code.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided that such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.2.2 Factory-Built Structures (nonresidential, residential, and tiny homes). Structure hardening provisions of this code for factory-built structures as defined by sections 24-32-3302(9), (10), (11), and (35), C.R.S., are in accordance with Rules adopted by the Division of Housing in 8 CCR 1302-1, Rule 2 Codes and Standards.

101.2.3 HUD Code Homes. Homes built to the HUD Manufactured Home Construction and Safety Standards are exempt from structure hardening requirements on their first installation. Homes built to the HUD Manufactured Home Construction and Safety Standards which are moved into an applicable Wildfire Resiliency code area are subject to the provisions of this code as required by the authority having jurisdiction.

101.3 Purpose. The purpose of this code is to establish minimum regulations for the safeguarding of life and for property protection. Regulations in this code are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels. The extent of this regulation is intended to be tiered commensurate with the relative level of hazard present.

The unrestricted use of property in *wildland-urban interface* areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to

provide adequate fire protection facilities to control the spread of fire in *wildland-urban interface* areas shall be in accordance with this code.

This code shall supplement the jurisdiction's building and fire codes, if such codes have been adopted, to provide for special regulations to mitigate the fire- and life-safety hazards of the *wildland-urban interface* areas.

101.4 Retroactivity. The provisions of the code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this code and conditions that, in the opinion of the *code official*, constitute a distinct hazard to life or property.

> **Exception:** Provisions of this code that specifically apply to existing conditions are retroactive.

101.5 Additions or alterations. Additions or alterations shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided that, when the work increases the footprint of the existing structure by 500 square feet or greater, the addition or alteration conforms to that required for a new building or structure.

> **Exception:** Provisions of this code that specifically apply to existing conditions are retroactive.

Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

101.6 Roof coverings. The *roof covering* on buildings or structures in existence prior to adoption of this code that are replaced or have 25 percent or more of the surface area of the roof replaced, or where work to reconstruct, alter, or repair the *roof covering* effectively replaces such material, shall require the entirety of the *roof covering* to be replaced with a *roof covering* required for new construction specified in Sections 403.2 through 403.2.2.

> **Exception:** Existing *roof coverings* that are compliant with Section 403.2.

101.7 Exterior walls. The exterior walls of building or structures in existence prior to adoption of this code where 25 percent or more of the total exterior wall surface area is replaced, or where work to reconstruct, alter or repair the exterior walls effectively replaces the exterior wall material, shall require the entirety of the exterior wall surface area, including attachments, to be replaced with materials required for new construction specified in Section 404.3 through 404.3.2

and the immediate zone within 5 feet of the structure shall be made to comply with Section 503.1.

Exception: Existing exterior walls that are compliant with Section 404.3.

101.8 Maintenance. Buildings, structures, landscape materials, vegetation, *defensible space* or other devices or safeguards required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures, landscape materials and vegetation.

SECTION 102—APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where, in any specific case, different sections of this code, or any other adopted code, specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.2 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code are listed throughout this code. Such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and the referenced codes and standards, the provisions of this code shall govern.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

102.5 Subjects not regulated by this code. Where applicable standards or requirements are not set forth in this code, or are contained within other laws, codes, regulations, ordinances or policies adopted by the authority having jurisdiction, compliance with applicable standards of other nationally recognized safety standards, as *approved*, shall be deemed as prima facie evidence of compliance with the intent of this code. Nothing herein shall derogate from the authority of the *code official* to determine compliance with codes or standards for those activities or installations within the code official's jurisdiction or responsibility.

102.6 Matters not provided for. Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof,

which are not specifically provided for by this code, shall be determined by the *code official* consistent with the necessity to establish the minimum requirements to safeguard the public health, safety and general welfare.

102.7 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.8 Existing conditions. The legal occupancy or use of any structure or condition existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *International Fire Code* or the *International Property Maintenance Code*, or as is deemed necessary by the *code official* for the general safety and welfare of the occupants and the public.

102.9 Historic structures. A variance is authorized to be issued for the repair or rehabilitation of a historic structure or construction of a contributing structure upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure, within the spirit of this code.

Exception: Within wildfire hazard areas, historic structures that do not meet one or more of the following designations:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places.
2. Determined as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district.
3. Designated as historic under a state or local historic preservation program.

102.9.1 Historic preservation exemption. The authority having jurisdiction may establish a historic preservation exemption or exemptions in their jurisdiction that consists of the spirit and intent of this code.

102.10 Work exempt from permit under this code. Exemptions from code requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of the jurisdiction. Compliance with this code shall not be required for the following:

1. Interior alterations of existing structures.
2. Additions that do not increase the footprint of a structure by more than 500 square feet.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.

5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Painting, staining and similar maintenance or restorative work.
7. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
8. *Accessory structures* and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing *occupiable* or *habitable space*.
9. Fences located more than 8 feet from a habitable structure.
10. Any thirty-five acre parcel with only one residential structure on it that does not abut a residential or commercial area.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103—CODE COMPLIANCE AGENCY

103.1 Creation of agency. The [INSERT NAME OF DEPARTMENT] is hereby created and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

103.2 Appointment. The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy *code official*, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the *code official*.

SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL

104.1 Powers and duties of the code official. The *code official* is hereby authorized to enforce the provisions of this code.

104.2 Determination of compliance. The *code official* shall have the authority to determine compliance with this code, to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code.

104.2.1 Technical assistance. To determine compliance with this code, the *code official* is authorized to require the owner, the owner's authorized agent or the person in possession or control of the building or premises to provide a technical opinion and report.

104.2.1.1 Costs. A technical opinion and report shall be provided without charge to the jurisdiction.

104.2.1.2 Preparer qualifications. The technical opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

104.2.1.3 Content. The technical opinion and report shall analyze the properties of the design, operation or use of the building or premises, the facilities and appurtenances situated thereon and fuel management to identify and propose necessary recommendations.

104.2.1.4 Tests. Where there is insufficient evidence of compliance with the provisions of this code, the *code official* shall have the authority to require tests as evidence of compliance. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized test standards, the *code official* shall approve the testing procedures. Such tests shall be performed by a party acceptable to the *code official*.

104.2.2 Alternative materials, design and methods. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*.

104.2.2.1 Approval authority. An alternative material, design or method shall be *approved* where the *code official* finds that the proposed alternative is satisfactory and complies with Sections 104.2.2.2 through 104.2.2.7, as applicable.

104.2.2.2 Application and disposition. Where required, a request to use an alternative material, design or method of construction shall be submitted in writing to the *code official* for approval. Where the alternative material, design or method of construction is not approved, the *code official* shall respond in writing, stating the reasons the alternative was not approved.

104.2.2.3 Compliance with code intent. An alternative material, design or method of construction shall comply with the intent of the provisions of this code.

104.2.2.4 Equivalency criteria. An alternative material, design or method of construction shall, for the purpose intended, be not less than the equivalent of that prescribed in this code with respect to all of the following, as applicable:

1. Quality.
2. Strength.
3. Effectiveness.
4. Durability.
5. Safety, other than fire safety.
6. Fire safety.

104.2.2.5 Tests. Tests conducted to demonstrate equivalency in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official.*

104.2.2.5.1 Fire tests. Tests conducted to demonstrate equivalent fire safety in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict fire safety performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

104.2.2.6 Reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall comply with Sections 104.2.2.6.1 and 104.2.2.6.2.

104.2.2.6.1 Evaluation reports. Evaluation reports shall be issued by an *approved* agency and use of the evaluation report shall require approval by the *code official* for the installation. The alternate material, design or method of construction and product evaluated shall be within the scope of the *code official*'s recognition of the *approved* agency. Criteria used for the evaluation shall be identified within the report and, where required, provided to the *code official*.

104.2.2.6.2 Other reports. Reports not complying with Section 104.2.2.6.1 shall describe criteria, including but not limited to any referenced testing or analysis, used to determine compliance with code intent and justify code equivalence. The report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

104.2.2.7 Peer review. The *code official* is authorized to require submittal of a peer review report in conjunction with a request to use an alternative material, design or

method of construction, prepared by a peer reviewer that is *approved* by the *code official*.

104.2.3 Modifications. Where there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases, provided that the *code official* shall first find that one or more special individual reasons make the strict letter of this code impractical, that the modification is in conformance with the intent and purpose of this code, and that such modification does not lessen health, life and fire safety requirements. The details of the written request and action granting modifications shall be recorded and entered into the files of the code enforcement agency.

104.3 Applications and permits. The *code official* is authorized to receive applications, review construction documents and issue permits for construction regulated by this code, issue permits for operations regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.4 Access to Property. For the purpose of inspecting and enforcing the provisions of this code and the terms and conditions of any permit issued under this code, the *code official* is authorized to enter upon private property at reasonable times and upon reasonable notice for the purpose of determining compliance with this code and to evaluate conditions relative to the permit application.

104.4.1 Authorization. The owner or occupant of the property having a permit under this code shall allow the *code official* access to the property to perform the required inspections. If access is denied, the *code official* shall apply to the Court with jurisdiction to seek authority to access the property.

104.5 Identification. The *code official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Notices and orders. The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

104.7 Official records. The *code official* shall keep official records as required by Sections 104.7.1 through 104.7.5. Such official records shall be retained for not less than 5 years or for as long as the structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations.

104.7.1 Approvals. A record of approvals shall be maintained by the *code official* and shall be available for public inspection during business hours in accordance with applicable laws.

104.7.2 Inspections. The *code official* shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each.

104.7.3 Code alternatives and modifications. Application for alternative materials, design and methods of construction and equipment in accordance with Section 104.2.2; modifications in accordance with Section 104.2.3; and documentation of the final decision of the *code official* for either shall be in writing and shall be retained in the official records.

104.7.4 Tests. The *code official* shall keep a record of tests conducted to comply with Sections 104.2.1.4 and 104.2.2.5.

104.7.5 Fees. The *code official* shall keep a record of fees collected and refunded in accordance with Section 106.

104.8 Liability. The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable, either civilly or criminally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of any act or omission in the discharge of official duties.

104.8.1 Legal defense. Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code or other laws or ordinances implemented through the enforcement of this code shall be defended by legal representatives of the jurisdiction until final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the *code official* shall be constructed and installed in accordance with such approval.

104.9.1 Materials and equipment reuse. Materials, equipment and devices shall not be reused unless such elements are in good working order and *approved*.

104.10 Other agencies. When requested to do so by the *code official*, other officials of this jurisdiction shall assist and cooperate with the *code official* in the discharge of the duties required by this code.

SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS

105.1 General. The *code official* is authorized to issue a permit for temporary uses, equipment and systems. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The *code official* is authorized to grant extensions for demonstrated cause.

105.2 Conformance. Temporary uses, equipment and systems shall conform to the requirements of this code as necessary to ensure health, safety and general welfare.

105.3 Temporary service utilities. The *code official* is authorized to give permission to temporarily supply service utilities.

105.4 Termination of approval. The *code official* is authorized to terminate such permit for temporary uses, equipment and systems and to order the same to be discontinued.

SECTION 106—FEES

106.1 General. An AHJ has the authority to establish fees.

SECTION 107—STOP WORK ORDER

107.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

107.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

107.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

107.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

Chapter 2 - Definitions

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; and the singular number includes the plural and the plural the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in other International Codes, such terms shall have the meanings ascribed to them as in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meanings such as the context implies.

SECTION 202 DEFINITIONS

ACCESSORY STRUCTURE. A building or structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.

AGRICULTURAL BUILDING. A structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged, nor shall it be a place used by the public.

APPROVED. Acceptable to the *code official*.

BUILDING. Any structure intended for supporting or sheltering any occupancy.

CLASS A TESTS. Class A Tests are applicable to *roof coverings* that are expected to be effective against severe fire exposure, afford a high degree of fire protection to the *roof deck*, do not slip from position, and are not expected to present a flying brand hazard.

CODE OFFICIAL. The official designated by the jurisdiction to interpret and enforce this code, or the *code official*'s authorized representative.

DEFENSIBLE SPACE. An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

EMBELLISHMENTS. Elements incorporated in design and construction for ornamental or decorative purpose that are not integral to the structure or structural support.

FIRE INTENSITY CLASSIFICATION. The level of fire intensity identified for areas where significant fuel hazards and associated dangerous fire behavior may exist, based upon vegetative fuels, topography, weather conditions, and flame length value.

FIRE-RESISTANCE-RATED CONSTRUCTION. The use of materials and systems in the design and construction of a building or structure to safeguard against the spread of fire within a building or structure and the spread of fire to or from buildings or structures to the *wildland-urban interface* area.

FIRE-RETARDANT-TREATED WOOD. Fire-retardant-treated wood is any wood product that, when impregnated with chemicals by a pressure process or other means during manufacture, shall have, when tested in accordance with ASTM E84 or UL 723, a listed *flame spread index* of 25 or less. The ASTM E84 or UL723 test shall be continued for an additional 20-minute period and the flame front shall not progress more than 10.5 feet beyond the centerline of the burners at any time during the test.

FLAME SPREAD INDEX. A comparative measure, expressed as a dimensionless number, derived from visual measurements of the spread of flame versus time for a material tested in accordance with ASTM E84.

FUEL MODIFICATION. A method of modifying fuel load by reducing the amount of nonfire-resistive vegetation or altering the type of vegetation to reduce the fuel load.

HABITABLE SPACE. A space in a building for living, sleeping, eating or cooking.

HEAVY TIMBER CONSTRUCTION. As described in Section 602.4 of the 2024 *International Building Code*.

HOME IGNITION ZONE. Home Ignition Zone is the home and the area around the home (or structure). The HIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

IGNITION-RESISTANT BUILDING MATERIAL. A type of building material that resists ignition or sustained flaming combustion sufficiently so as to reduce losses from wildfire exposure of burning embers and small flames.

IGNITION-RESISTANT VEGETATION. Plants that are less likely to readily ignite from a flame or other ignition source and produce fewer embers. While they can still be damaged by fire, their foliage and stems don't significantly contribute to the intensity of the fire.

LOG WALL CONSTRUCTION. A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is not less than 6 inches. Log wall construction shall follow requirements of ICC 400.

MULTILAYERED GLAZED PANELS. Window or door assemblies that consist of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

NONCOMBUSTIBLE. As applied to building construction material means a material that, in the form in which it is used, is either one of the following:

1. Material of which no part will ignite and burn when subjected to fire.

2. Any material conforming to ASTM E136 shall be considered noncombustible within the meaning of this section.

3. For the purposes of this code, fire-rated gypsum board tested in accordance with ASTM C1396 with no less than a 1-hour fire-resistance-rating with fire exposure from the outside only is considered a noncombustible material.

OCCUPIABLE SPACE. A room or enclosed space designed for human occupancy in which individuals congregate for amusement, education or similar purposes or in which occupants are engaged at labor.

ROOF ASSEMBLY. A system designed to provide weather protection and resistance to design loads. The system consists of a *roof covering* and *roof deck* or a single component serving as both the *roof covering* and the *roof deck*. A *roof assembly* can include an underlayment, thermal barrier, ignition barrier, insulation or a vapor retarder.

ROOF COVERING. The covering applied to the *roof deck* for weather resistance, fire classification or appearance.

ROOF DECK. The flat or sloped surface not including its supporting members or vertical supports.

SLOPE. The variation of terrain from the horizontal; the number of feet rise or fall per 100 feet measured horizontally, expressed as a percentage.

STRUCTURE. That which is built or constructed.

STRUCTURE IGNITION ZONE. Structure Ignition Zone is the structure and the area around the structure (or home). The SIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

TREE CROWN. The primary and secondary branches growing out from the main stem, together with twigs and foliage.

WILDLAND-URBAN INTERFACE. That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels.

Chapter 3 - Wildfire Hazard Identification

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter provide methodology to establish and record wildfire hazard based on the findings of fact to be regulated by this code.

301.2 Objective. The objective of this chapter is to provide simple baseline criteria for determining *wildland-urban interface* areas based on the wildfire hazard.

SECTION 302 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS

302.1 Declaration. The AHJ shall declare the *wildland-urban interface* areas within the jurisdiction as defined by this code. The *wildland-urban interface* areas shall be based on the findings of fact.

SECTION 303 MAPPING AND APPLICABILITY

303.1 Mapping of Wildfire Hazard Areas. Wildfire Hazard shall be recorded on official maps. These maps identify areas subject to the provisions of this code and shall be available for public inspection through an accessible online platform and at designated local government offices.

303.1.1 Map. This map shall be based on a combination of factors including, but not limited to, vegetative fuels, topography, local weather patterns, and fire behavior modeling data.

303.1.2 Locally Developed Mapping. The AHJ may develop and adopt local maps designating wildfire hazard and *fire intensity classifications* within its jurisdictional boundaries in accordance with Sections 303.1 through 303.3.

303.2 Fire Intensity Classification. *Fire Intensity Classification* shall be identified on the map in accordance with Section 303.1. *Fire Intensity Classification* is determined by expected wildfire behavior, including flame length and suppression difficulty and is separated into three levels: low, moderate, and high. The identified *fire intensity classification* establishes code requirements for construction and mitigation.

303.2.1 Low Fire Intensity Classification. Low *Fire Intensity Classification* is identified in areas with light to medium surface fuels, such as grasses, shrubs, and scattered low-density vegetation. These fuels are often discontinuous, which limits flame propagation but can sustain burning under moderate weather conditions. Fires in this class may occur on gentle to moderate *slopes*, where topography begins to influence the rate of spread. Although flame lengths remain relatively small—typically less than two feet—limited spotting may occur, especially with wind. Trained firefighters with protective equipment and standard hand tools can usually suppress these fires through

direct attack, particularly on *slopes* under 30 percent. Mechanized equipment is typically unnecessary.

Key Characteristics Include:

1. **Fuels**: Light to medium surface fuels, including grasses, shrubs, and scattered vegetation (e.g., WNL, USL fuel types).
2. **Flame Length**: Less than 2 feet.
3. **Rate of Spread**: Low, increasing with *slopes* over 20 percent.
4. **Spotting**: Very short-range spotting is possible under windy conditions.
5. **Terrain Influence**: More active fire behavior on moderate *slopes* (20 to 30 percent).
6. **Suppression Difficulty**: Easily suppressed by trained firefighters using basic protective gear and hand tools. Direct attack is effective, and mechanized support is rarely needed.

303.2.2 Moderate Fire Intensity Classification. Moderate *Fire Intensity Classification* is identified in areas with moderate to heavy fuel loads, such as dense shrubs, small trees, and accumulated ground fuels. Fires in this class present continuous horizontal and vertical fuel arrangements, allowing flames to reach up to 8 feet in length. Fire behavior is notably influenced by moderate to steep *slopes*, often accelerating the spread. Short-range spotting becomes more common, complicating suppression efforts. Ground crews typically require mechanized support, such as engines and dozers, to establish control lines. Aircraft assistance may be necessary, particularly in inaccessible terrain. There is a significant increase in the potential for property damage and risk to life, especially in *wildland-urban interface* areas.

Key Characteristics Include:

1. **Fuels**: Moderate to heavy fuels, including dense shrublands, small trees, timber litter, and canopy fuels (e.g., USH, UIH fuel types).
2. **Flame Length**: Up to 8 feet.
3. **Rate of Spread**: Moderate to high, increasing significantly on *slopes* over 30 percent.
4. **Spotting**: Short-range spotting is common.
5. **Terrain Influence**: Steep *slopes* (30 percent or greater) increase fire spread and intensity.
6. **Suppression Difficulty**: Challenging for ground crews without support from engines, dozers, or aircraft. Dozers and plows are generally effective on moderate terrain.

303.2.3 High Fire Intensity Classification. High *Fire Intensity Classification* is identified in areas with heavy, continuous fuel loads, such as dense forest canopies, thick

understory growth, and heavy dead/downed material. Fires in this class frequently occur on steep *slopes*, often exceeding 40 percent, where topography dramatically increases the rate of spread and severity. Flame lengths can exceed 30 feet, and both short- and medium-range spotting are common, particularly in windy conditions. Direct suppression by ground crews is typically ineffective, requiring indirect attack strategies, such as backburns and aerial retardant drops. Fires in this class pose extreme risk to life, property, and firefighter safety, especially in rugged or remote areas.

Key Characteristics Include:

1. **Fuels**: Heavy fuels, including dense forests, urban core areas with heavy fuel loads, and canopy-dominated regions (e.g., WNH, USH, UCH fuel types).
2. **Flame Length**: Up to 30 feet or more.
3. **Rate of Spread**: Rapid, especially on *slopes* greater than 40 percent.
4. **Spotting**: Short-range spotting is common; medium-range spotting is possible under windy conditions.
5. **Terrain Influence**: *Slopes* over 40 percent amplify intensity and spread, creating dangerous conditions for suppression.
6. **Suppression Difficulty**: Direct attack by ground forces and dozers is generally ineffective. Indirect strategies (backburning, aerial support) are often necessary. These fires present significant danger to life, property, and responder safety.

303.3 Applicability of Code Provisions. The requirements of this code shall apply to all parcels located within designated Wildfire Hazard Areas and corresponding *fire intensity classifications* as identified on the official maps. The level of structure hardening, *defensible space*, and other mitigation measures required shall correspond to the applicable *fire intensity classification*—Low, Moderate, or High—as established by the board.

Structures and parcels identified with low *fire intensity classification* shall be constructed and maintained in accordance with the provisions for Class 1 structure hardening and site and area requirements.

Structures and parcels identified with moderate to high *fire intensity classifications* shall be constructed and maintained in accordance with the provisions for Class 2 structure hardening and site and area requirements.

SECTION 304 GROUND-TRUTHING

304.1 Purpose. This section establishes a process for owners or the owners authorized representative to request a ground-truthing review of their property's Wildfire Hazard or *fire intensity classification* as identified on state or locally adopted maps. The intent is to provide an opportunity to verify that mapping accurately reflects current, site-specific conditions.

304.2 Determination of Fire Intensity Classification and Code Requirements. As determined by the *code official,* the *fire intensity classification* and associated requirements shall be based on a review of the vegetative fuels on the parcel and within 300' of the parcel boundary, topography, local weather patterns, and fire behavior modeling data and in accordance with the following *fire intensity classifications*:

304.2.1 Low *Fire Intensity Classification* in accordance with Section 303.2.1

304.2.2 Moderate *Fire Intensity Classification* in accordance with Section 303.2.2

304.2.3 High *Fire Intensity Classification* in accordance with Section 303.2.3

This determination shall be made based on existing conditions or conditions that have been established by a development plan approved by the local jurisdiction. Technical documentation shall be submitted in support of such request by a qualified wildfire professional and in accordance with Section 104.2.

Chapter 4- Structure Hardening

SECTION 401 GENERAL

401.1 Scope. Exterior design and construction of new buildings and structures within the *wildland-urban interface* areas of Colorado shall be constructed in accordance with this chapter.

Exceptions:

1. Buildings of an accessory character classified as Group U occupancy (including *agricultural buildings*) of any size located at least 50 feet from a structure containing *occupiable* or *habitable space*.
2. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.
5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Additions that do not increase the footprint of a structure by more than 500 square feet.

SECTION 402 BUILDING MATERIAL

402.1 Building material. Building materials shall comply with any one of the requirements in Section 402.2 through 402.4.

402.2 Noncombustible material. *Noncombustible* material shall comply with the definition of *noncombustible* materials in Section 202.

402.3 Fire-retardant-treated wood. *Fire-retardant-treated wood* shall be identified for exterior use and shall meet the requirements of Section 2303.2 of the 2024 *International Building Code*.

402.4 Ignition-resistant building material. Material shall be tested on the front and back faces in accordance with the extended ASTM E84 or UL 723 test, for a total test period of 30 minutes, or with the ASTM E2768 test. The materials shall bear identification showing the fire test results. Panel products shall be tested with a ripped or cut longitudinal gap of 1/8 inch. The materials, when tested in accordance with the test procedures set forth in ASTM E84 or UL 723

for a test period of 30 minutes, or with ASTM E2768, shall comply with Sections 402.4.1 through 402.4.3.3. Materials or products which melt, drip or delaminate to the extent that the flame front is interrupted are not permitted.

Exception: Materials composed of a combustible core and a noncombustible exterior covering made from either aluminum at a minimum 0.019 inch thickness or corrosion-resistant steel at a minimum 0.0149 inch thickness shall not be required to be tested with a ripped or cut longitudinal gap.

402.4.1 Flame spread. The material shall exhibit a *flame spread index* not exceeding 25.

402.4.2 Flame front. The material shall exhibit a flame front that does not progress more than 10 feet 6 inches beyond the centerline of the burner at any time during the test.

402.4.3 Weathering. *Ignition-resistant building materials* shall maintain their performance in accordance with this section under conditions of use. The materials shall meet the performance requirements for weathering (including exposure to temperature, moisture and ultraviolet radiation) contained in Sections 402.4.3.1 through 402.4.3.3, as applicable to the materials and conditions of use.

402.4.3.1 Evaluation requirements for weathering. Fire-retardant-treated wood, wood-plastic composite materials and plastic lumber materials shall be evaluated after weathering in accordance with Method A "Test Method for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing" in ASTM D2898.

402.4.3.2 Wood-plastic composite materials. Wood-plastic composite materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m2 in the horizontal orientation, then weathering in accordance with ASTM D7032 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.

402.4.3.3 Plastic lumber materials. Plastic lumber materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m2 in the horizontal orientation, then weathering in accordance with ASTM D6662 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.

SECTION 403 CLASS 1 STRUCTURE HARDENING

403.1 General. Class 1 structure hardening shall be in accordance with Sections 403.2 through 403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a low fire hazard severity.

403.2 Roofing. Roofs shall have a *roof covering* or *roof assembly* classified as Class A when tested in accordance with ASTM E108 or UL 790.

403.2.1 Flame and ember protection of roofs. For roof assemblies where the roof covering profile creates a space between the roof covering and roof deck, the space shall resist the entry of flames and embers by one or more of the following methods:

1. Firestopping with noncombustible material of the space between the roof covering and the roof deck.
2. Installation of one layer of cap sheet complying with ASTM D3909 over the combustible roof deck.
3. Installation of a listed Class A classified roof assembly.

403.2.2 Roof valley flashings. Valley flashings shall be not less than 0.019 inch (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36- inch-wide underlayment consisting of one layer of cap sheet complying with ASTM D3909 running the full length of the valley.

403.3 Gutters and downspouts. Gutters and downspouts shall be constructed of *noncombustible* material.

403.4 Ventilation Openings. Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be in accordance with Section 403.4.1 or Section 403.4.2 as applicable.

403.4.1 Performance Requirements. Ventilation openings shall be fully covered with listed vents, tested in accordance with ASTM E2886, to demonstrate compliance with all the following requirements:

1. There shall be no flaming ignition of the cotton material during the Ember Intrusion Test.
2. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test.
3. The maximum temperature of the unexposed side of the vent shall not exceed 662°F (350°C).

403.4.2 Prescriptive Requirements. Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be covered with *noncombustible* 404.3corrosion-resistant mesh with openings not to exceed ⅛-inch.

SECTION 404 CLASS 2 STRUCTURE HARDENING

404.1 General. Class 2 structure hardening shall be in accordance with Sections 404.2 through 404.10.1 as well as the provisions of Class 1 structure hardening in Sections 403.2-403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a moderate or high fire hazard severity. See also Sections 101.6-101.7.

404.2 Protection of eaves. Eaves and soffits shall be protected on the exposed underside by *noncombustible material, ignition-resistant materials,* or by materials approved for not less than 1-hour *fire-resistance-rated construction*, *⅝-inch Type X drywall,* 2-inch nominal dimension lumber, or 1 inch nominal *fire-retardant-treated wood* or ¾ inch nominal fire-retardant-treated plywood, identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*. Fascias are required and shall be protected on the backside by *noncombustible material, ignition-resistant materials,* or by materials approved for not less than 1-hour *fire-resistance-rated construction, ⅝-inch Type X drywall,* or 2- inch nominal dimension lumber.

404.3 Exterior Walls. Exterior walls of buildings or structures shall be constructed with one of the following methods:

1. Exterior wall assemblies with a minimum of 1-hour fire-resistance rating, rated for exposure on the exterior side.
2. *Approved noncombustible materials.*
3. *Heavy timber* or *log wall construction.*
4. *Noncombustible* materials complying with Section 402.2 on the exterior side.
5. *Fire-retardant treated wood* complying with Section 402.3 on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.
6. Ignition-resistant materials complying with Section 402.4 on the exterior side.

Such material shall extend from the top of the foundation to the underside of the eave or the underside of the roof sheathing.

Exceptions:

1. Exterior wall *embellishments* and architectural trim (exclusive of trim on exterior windows and doors) not to exceed 5 percent of the square footage of the exterior wall.
2. Roof or wall top cornice projections and similar assemblies.
3. Solid wood rafter tails and solid wood blocking installed between rafters having minimum dimension 2 inch nominal.

404.3.1 Exterior Wall Coverings. Exterior wall coverings shall be limited to the following:

1. *Noncombustible* materials.
2. *Fire-retardant-treated wood*.
3. *Ignition-resistant building materials*.

Exception: Where options 1 or 2 in section 404.3 are used, vinyl siding may be used as an exterior covering.

404.3.2 Flashing. A minimum of 6 inches of metal flashing or *noncombustible* material applied vertically between the wall sheathing and the exterior cladding shall be installed at the ground, decking, and roof intersections.

Combustible sheathing products exposed by the gap created at the base of the exterior walls, posts, or columns must be protected with *noncombustible material* or *ignition-resistant building materials* while still permitting drainage and moisture control from behind exterior cladding.

404.4 Underfloor enclosure. Buildings or structures shall have underfloor areas enclosed to the ground or comply with exterior walls in accordance with Section 404.3.

404.5 Decking. Unenclosed decks shall have the deck walking surface constructed of one of the following:

1. *Approved noncombustible* materials
2. Class A rated material

   Exception: Composite decking material with a minimum of Class B rating
3. *Fire-retardant-treated wood* identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*
4. *Ignition-resistant building materials* in accordance with Section 402.4.

404.6 Appendages and Projections. Appendages and projections shall be constructed in accordance with Section 404.3.

404.7 Exterior Glazing. Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, *multilayered glazed panels*, glass block or have a fire protection rating of not less than 20 minutes.

404.8 Exterior Doors. Exterior doors shall be *approved noncombustible* construction, solid core wood not less than 1 ¾-inches thick, or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 404.7.

Exception: Vehicle access doors.

404.9 Vehicle Access Door Perimeter Gap. Exterior vehicle access doors shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the head, sill, and jamb of doors from exceeding ⅛ inch as approved by the AHJ.

Gaps between doors and door openings shall be controlled by one of the following methods:

1. Weather-stripping products made of materials that: (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials) for a period of 2,000 hours, when the maximum allowable difference in tensile strength values between exposed and

non-exposed samples does not exceed 10 percent; and (b) exhibit a V-2 or better flammability rating when tested to UL 94 (Standards for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances).

2. Door overlaps onto jambs and headers.
3. Garage door jambs and headers covered with metal flashing.

404.10 Detached Accessory Structures. Detached *accessory structures* located less than 50 feet from a building containing *habitable* or *occupiable space* shall have exterior walls constructed in accordance with Section 404.3 through 404.3.2.

404.10.1 Underfloor areas. Where the detached structure is located and constructed so that the structure or any portion thereof projects over a descending *slope* surface greater than 10 percent, the area below the structure shall have underfloor areas enclosed to within 6 inches of the ground, with exterior wall construction in accordance with Section 404.3 or underfloor protection in accordance with Section 404.4 or with ⅛-inch metal corrosion-resistant screen with a hardened zone within 5 feet.

Exception: The enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour *fire-resistance-rated construction, heavy timber construction, noncombustible* materials on the exterior side, or *fire-retardant-treated wood* on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code.*

Chapter 5- Site and Area Requirements

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall apply to parcels subject to this code.

501.2 Reference. As needed, the *code official* shall refer to the Home Ignition Zone (HIZ) Guide as developed by the Colorado State Forest Service.

Where conflicts occur between provisions of this code and the HIZ Guide, the provisions of this code shall govern. The provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

SECTION 502 CLASS 1 REQUIREMENTS

502.1 Structure Ignition Zone 1 (0-5 feet): Immediate Zone

502.1.1 Objective. This zone is designed to reduce or eliminate ember ignition and direct flame contact with the structure, decks, stairs, and attachments.

502.1.2 Materials. Use *noncombustible*, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.

> **Exception:** Ignition-resistant plantings, per an approved list by the AHJ that is not less than that created by the Colorado State Forest Service, are allowed in the Immediate Zone.

502.1.3 Plantings. Remove all plantings including shrubs, slash, combustible mulch and other woody debris, with the exception of ignition-resistant vegetation.

502.1.4 Trees. There shall be no planting of new trees in the immediate zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.

Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.

502.2 Site Signage

502.2.1 Marking of roads. *Approved* signs or other *approved* notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.

502.2.2 Marking of fire protection equipment. Fire protection equipment and fire hydrants shall be clearly identified in a manner *approved* by the *code official* to prevent obstruction.

502.2.3 Address markers. Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner *approved* by the *code official*.

502.3 Retaining Walls

502.3.1 Retaining Walls. Retaining walls shall be constructed with either *noncombustible* or ignition-resistant materials when any of the following conditions exist:

1. The retaining wall is within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure.
2. The retaining wall is integral to the support of a structure regulated by this code.
3. The retaining wall is integral to the egress from a structure regulated by this code to a public way, easement, or private road.

502.4 Fencing

502.4.1 Fencing. Fencing within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure shall be constructed with *noncombustible* or ignition-resistant materials.

Exception: Vinyl fencing. Vinyl fencing may be allowed.

SECTION 503 CLASS 2 REQUIREMENTS

503.1 General. Class 2 site and area requirements shall be in accordance with Sections 503.2 through 503.3.2 and include all requirements of Class 1 in Sections 502.1 through 502.4.

503.2 Structure Ignition Zone 2 (5-30 feet) Intermediate Zone

503.2.1 Objective. This zone is designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to structures.

503.2.2 Dead Materials. Within the *fuel modification* area, hazardous dead plant material must be removed from live vegetation.

503.2.3 Fuels Accumulation. Avoid large accumulations of surface fuels such as logs, branches, slash and combustible mulch.

503.2.4 Trees. *Tree crowns* extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.

503.2.4.1 Tree Spacing. *Tree crowns* within this zone shall be spaced to prevent structure ignition and promote fuel discontinuity to limit fire spread.

503.2.5 Shrubs. Shrub groups within this zone shall be spaced to prevent structure ignition. Shrubs shall be at least 10 feet away from the edge of tree branches.

503.3 Structure Ignition Zone 3 (30-100 feet) Expanded Zone

503.3.1 Objective. This zone focuses on mitigation that keeps fire on the ground.

503.3.2 Tree Spacing. *Tree crowns* within this zone shall be spaced at a minimum of 6-10 feet.

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Appendix A: PERMITS

The provisions of this appendix apply only when adopted by the governing body in the final ordinance.

A101.1 General. Where not otherwise provided in the requirements of the *International Building Code* or *International Fire Code*, permits are required in accordance with Sections A101.2 through A101.9.

A101.2 Permits required. Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, converted, changed, or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the *code official*.

For buildings or structures erected for temporary uses, see Section 105.

A101.3 Permit application. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the code enforcement agency for that purpose. Every such application shall:

1. Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made.
2. Describe the land on which the proposed work, activity, operation, practice or function is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building, work, activity, operation, practice or function.
3. Indicate the use or occupancy for which the proposed work, activity, operation, practice or function is intended.
4. Be accompanied by plans, diagrams, computation and specifications and other data as required in Appendix B.
5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the *code official*.

A101.3.1 Preliminary inspection. Before a permit is issued, the *code official* is authorized to inspect and approve the systems, equipment, buildings, devices, premises and spaces or areas to be used.

A101.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that

the *code official* is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

A101.4 Permit approval. Before a permit is issued, the *code official*, or an authorized representative, shall review and approve permitted uses, occupancies or structures. Where laws or regulations are enforceable by other agencies or departments, a joint approval shall be obtained from agencies or departments concerned.

A101.5 Permit issuance. The application, plans, specifications and other data filed by an applicant for a permit shall be reviewed by the *code official*. If the *code official* finds that the work described in an application for a permit and the plan, specifications and other data filed therewith conform to the requirements of this code, the *code official* is allowed to issue a permit to the applicant.

When the *code official* issues the permit, the *code official* shall endorse in writing or stamp the plans and specifications APPROVED. Such *approved* plans and specifications shall not be changed, modified or altered without authorization from the *code official*, and work regulated by this code shall be done in accordance with the *approved* plans.

A101.5.1 Refusal to issue a permit. Where the application or construction documents do not conform to the requirements of pertinent laws, the *code official* shall reject such application in writing, stating the reasons therefor.

A101.6 Validity of permit. The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or conceal the provisions of this code or other ordinances of the jurisdiction shall not be valid.

A101.7 Expiration. Every permit issued by the *code official* under the provisions of this code shall expire by limitation and become null and void if the building, use or work authorized by such permit is not commenced within 180 days from the date of such permit,or if the building, use or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Any permittee holding an unexpired permit is allowed to apply for an extension of the time within which work is allowed to commence under that permit where the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The *code official* is authorized to extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.

A101.8 Retention of permits. Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the *code official* or other authorized representative.

A101.9 Revocation of permits. Permits issued under this code can be suspended or revoked where it is determined by the *code official* that:

1. It is used by a person other than the person to whom the permit was issued.
2. It is used for a location other than that for which the permit was issued.
3. Any of the conditions or limitations set forth in the permit have been violated.
4. The permittee fails, refuses or neglects to comply with any order or notice duly served on him or her under the provisions of this code within the time provided therein.
5. There has been any false statement or misrepresentation as to material fact in the application or plans on which the permit or application was made.
6. The permit is issued in error or in violation of any other ordinance, regulations or provisions of this code.

The *code official* is allowed to, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code.

Appendix B: CONSTRUCTION DOCUMENTS

The provisions of this appendix apply only when adopted by the governing body in the final ordinance.

B101.1 General. Plans, engineering calculations, diagrams and other data shall be submitted in the format as required by the jurisdiction. The construction documents shall be prepared and submitted where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require additional documentation.

> **Exception:** Submission of plans, calculations, construction inspection requirements and other data, if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

B101.2 Information on plans and specifications. Plans and specifications shall be drawn to scale on substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations.

B101.3 Site plan. In addition to the requirements for plans in the *International Building Code*, site plans shall include topography, landscape and vegetation details and locations of structures or building envelopes. The *code official* is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted. Identify the *fire intensity classification*.

> **B101.3.1 Defensible Space Site Plans.** Defensible space site plans shall be prepared and submitted to the *code official* for review and approval as part of the site plans required for a permit. The *code official* is authorized to waive or modify the requirement for a defensible space site plan where the application for permit is for alteration or repair or where otherwise warranted.

B101.5 Other data and substantiation. Where required by the *code official*, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

B101.6 Retention of plans. One set of *approved* plans, specifications and computations shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work or as required by state or local laws.

B101.7 Examination of documents. The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

B101.8 Amended construction documents. Work shall be installed in accordance with the *approved* construction documents, and changes made during construction that are not in compliance with the *approved* documents shall be resubmitted for approval as an amended set of construction documents.

B101.9 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

B101.10 Phased approval. The *code official* is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

Appendix C: INSPECTION AND ENFORCEMENT

The provisions of this appendix apply only when adopted by the governing body in the final ordinance.

C101.1 Inspection. Inspections shall be in accordance with Sections C101.1.1 through C101.1.4.3.

C101.1.1 General. Construction or work for which a permit is required by this code shall be subject to inspection by the *code official* and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved* by the *code official*.

It shall be the duty of the permit applicant to cause the work to remain visible and able to be accessed for inspection purposes. Neither the *code official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

Where required by the *code official*, a survey of the lot shall be provided to verify that the mitigation features are provided and the building or structure is located in accordance with the *approved* plans.

C101.1.2 Authority to inspect. The *code official* shall inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the *code official* for the purpose of ascertaining and causing to be corrected any conditions that could reasonably be expected to cause fire or contribute to its spread, or any violation of the purpose of this code and of any other law or standard affecting fire safety.

C101.1.2.1 Approved inspection agencies. The *code official* is authorized to accept reports of approved inspection agencies, provided that such agencies satisfy the requirements as to qualifications and reliability.

C101.1.2.2 Inspection requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

C101.1.2.3 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *code official*. The *code official*, upon notification, shall make the requested inspections and shall

either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *code official*.

C101.1.3 Reinspections. To determine compliance with this code, the *code official* can cause a structure to be reinspected. A fee can be assessed for each inspection or reinspection where work for which inspection is called is not complete or where corrections called for are not made.

Reinspection fees can be assessed where the *approved* plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from plans requiring the approval of the *code official*.

To obtain a reinspection, the applicant shall pay the reinspection fee as set forth in the fee schedule adopted by the jurisdiction. Where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

C101.1.4 Testing. Installations shall be tested as required in this code and in accordance with Sections C101.1.4.1 through C101.1.4.3. Tests shall be made by the permit holder or authorized agent and observed by the *code official*.

C101.1.4.1 New, altered, extended or repaired installations. New installations and parts of existing installations that have been altered, extended, renovated or repaired, shall be tested as prescribed herein to disclose defects.

C101.1.4.2 Apparatus, instruments, material and labor for tests. Apparatus, instruments, material and labor required for testing an installation or part thereof shall be furnished by the permit holder or authorized agent.

C101.1.4.3 Reinspection and testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

C101.2 Enforcement. Enforcement shall be in accordance with Sections C101.2.1 and C101.2.2.

C101.2.1 Authorization to issue corrective orders and notices. Where the *code official* finds any building or premises that are in violation of this code, the *code official* is authorized to issue corrective orders and notices.

C101.2.2 Service of orders and notices. Orders and notices authorized or required by this code shall be given or served on the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation either by verbal notification, personal service, or delivering the same to, and leaving it with, a person of suitable age and discretion on the premises; or, if such person is not found on the

premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of said premises and by mailing a copy thereof to such person by registered or certified mail to the person's last known address.

Orders or notices that are given verbally shall be confirmed by service in writing as herein provided.

C101.3 Compliance with orders and notices. Compliance with orders and notices shall be in accordance with Sections C101.3.1 through C101.3.8.

C101.3.1 General compliance. Orders and notices issued or served as provided by this code shall be complied with by the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation to which the corrective order or notice pertains.

If the building or premises is not occupied, then such corrective orders or notices shall be complied with by the owner or the owner's authorized agent.

C101.3.2 Compliance with tags. building or premises shall not be used when in violation of this code as noted on a tag affixed in accordance with Section C101.3.1.

C101.3.3 Removal and destruction of signs and tags. A sign or tag posted or affixed by the *code official* shall not be mutilated, destroyed or removed without authorization by the *code official*.

C101.3.4 Citations. Persons operating or maintaining an occupancy or premises subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the *code official* shall be guilty of a misdemeanor.

C101.3.5 Unsafe conditions. Buildings, structures or premises that constitute a fire hazard or are otherwise dangerous to human life, or that in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment as specified in this code or any other ordinance, are unsafe conditions. Unsafe buildings or structures shall not be used. Unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal, pursuant to applicable state and local laws and codes.

C101.3.5.1 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

C101.3.5.2 Notice. Where an unsafe condition is found, the *code official* shall serve on the owner, owner's authorized agent or person in control of the building, structure or premises, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or

requires the unsafe structure to be demolished. Such notice shall require the person thus notified, or their designee, to declare to the *code official* within a stipulated time, acceptance or rejection of the terms of the order.

C101.3.5.2.1 Method of service. Such notice shall be deemed properly served where a copy thereof is served by one of the following methods:

1. Delivered to the owner or the owner's authorized agent personally.
2. Sent by certified or registered mail addressed to the owner or the owner's authorized agent at the last known address with a return receipt requested.
3. Delivered in any other manner as prescribed by local law.

Where the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner on the owner's authorized agent or on the person responsible for the structure shall constitute service of notice on the owner.

C101.3.5.3 Placarding. Upon failure of the owner, the owner's authorized agent or the person responsible to comply with the notice provisions within the time given, the *code official* shall post on the premises or on defective equipment a placard bearing the word "UNSAFE" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

C101.3.5.3.1 Placard removal. The *code official* shall remove the unsafe condition placard whenever the defect or defects on which the unsafe condition and placarding action were based have been eliminated. Any person who defaces or removes an unsafe condition placard without the approval of the *code official* shall be subject to the penalties provided by this code.

C101.3.5.4 Abatement. The owner, the owner's authorized agent, operator or occupant of a building, structure or premises deemed unsafe by the *code official* shall abate, correct or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

C101.3.5.5 Summary abatement. Where conditions exist that are deemed hazardous to life and property, the *code official* is authorized to abate or correct summarily such hazardous conditions that are in violation of this code.

C101.3.5.6 Evacuation. The *code official* shall be authorized to order the immediate evacuation of any occupied building, structure or premises deemed unsafe where such hazardous conditions exist that present imminent danger to the occupants. Persons so notified shall immediately leave the structure or premises and shall not enter or reenter until authorized to do so by the *code official*.

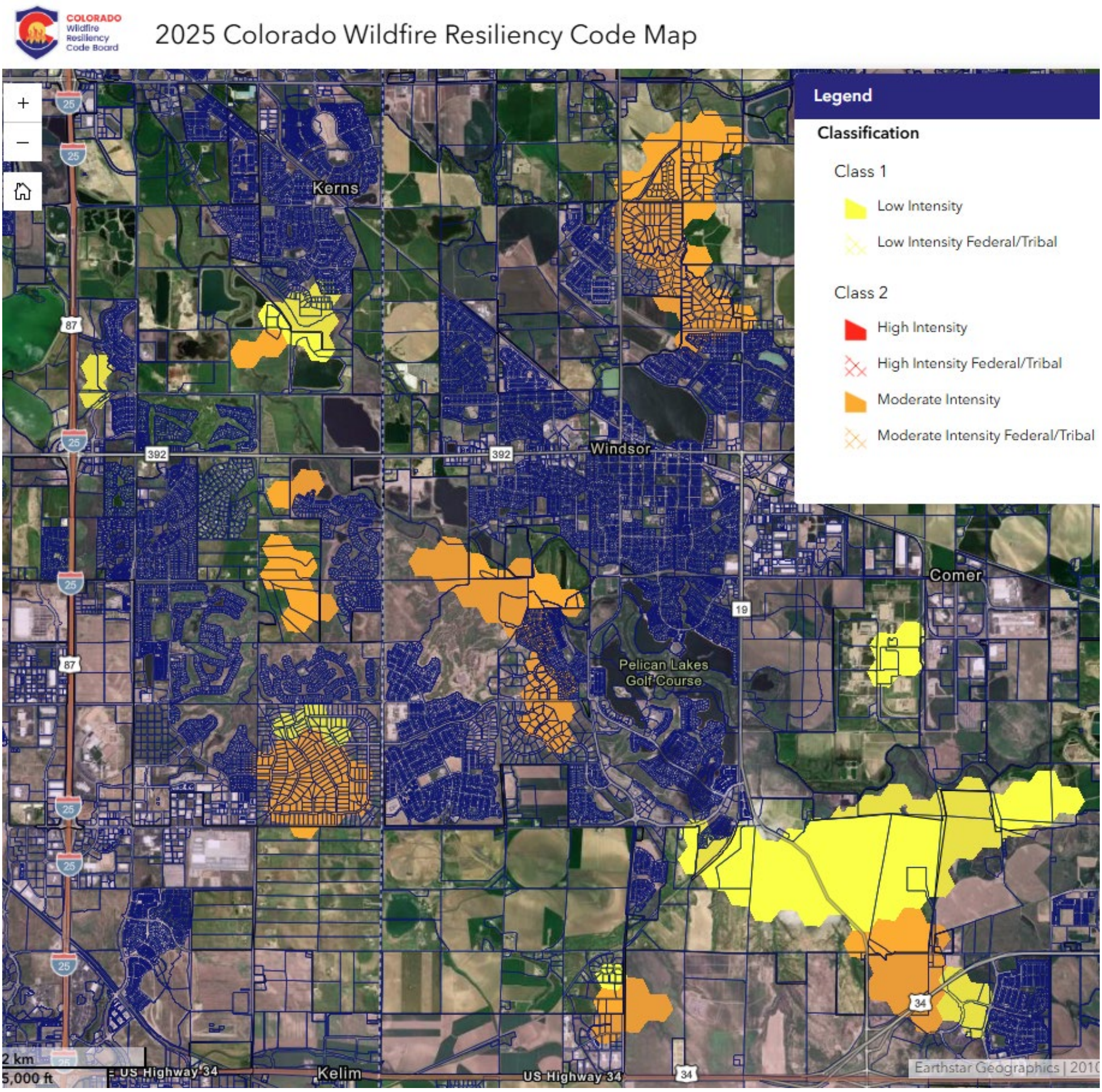
C101.3.6 Prosecution of violation. If the notice of violation is not complied with promptly, the *code official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

C101.3.7 Violation penalties. An AHJ has the authority to establish fees.

C101.3.8 Abatement of violation. In addition to the imposition of the penalties herein described, the *code official* is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.

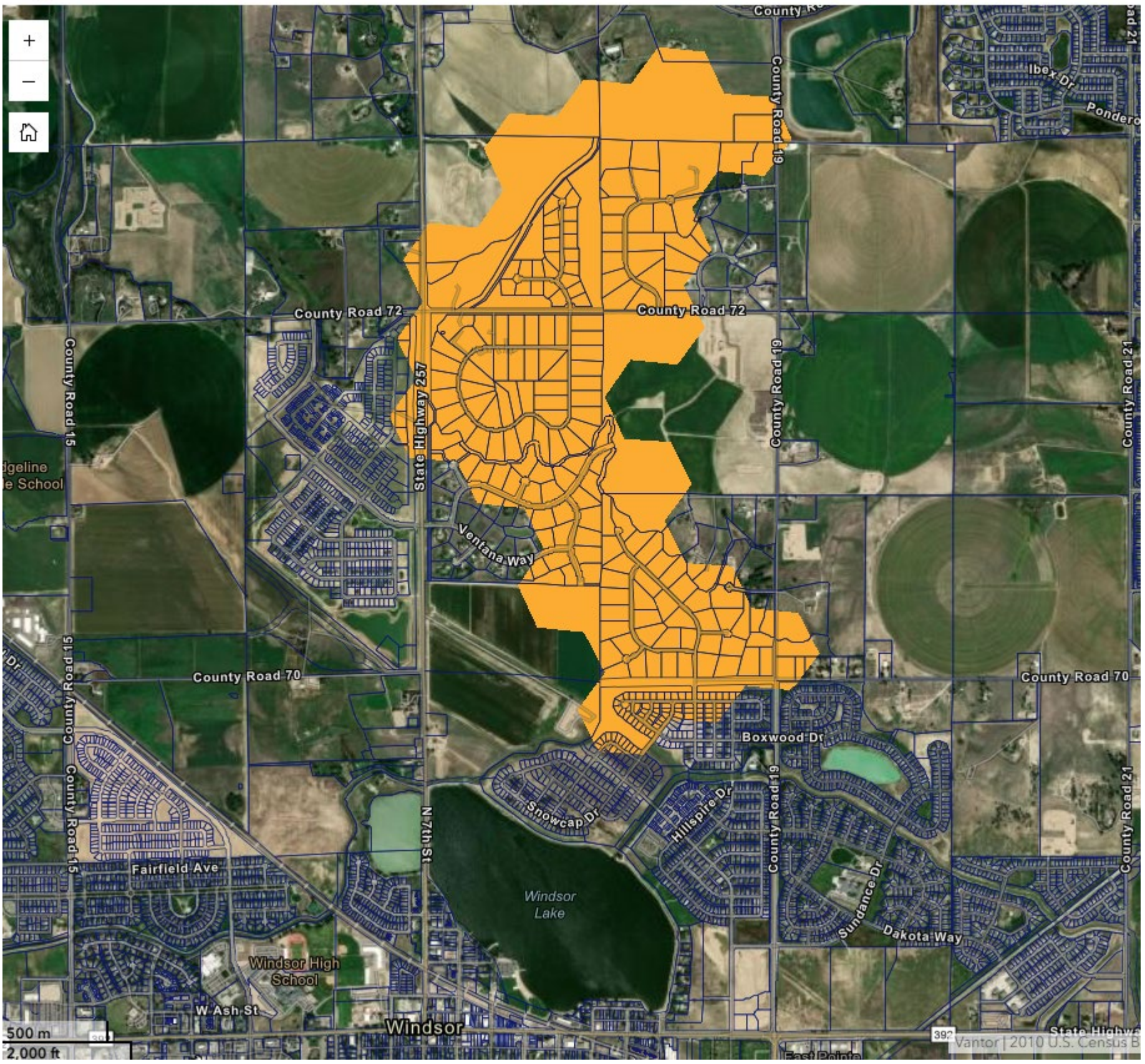
Wildfire Hazard Areas in Windsor as Identified by State of Colorado

(areas of Windsor not on the map are not classified as hazard areas)

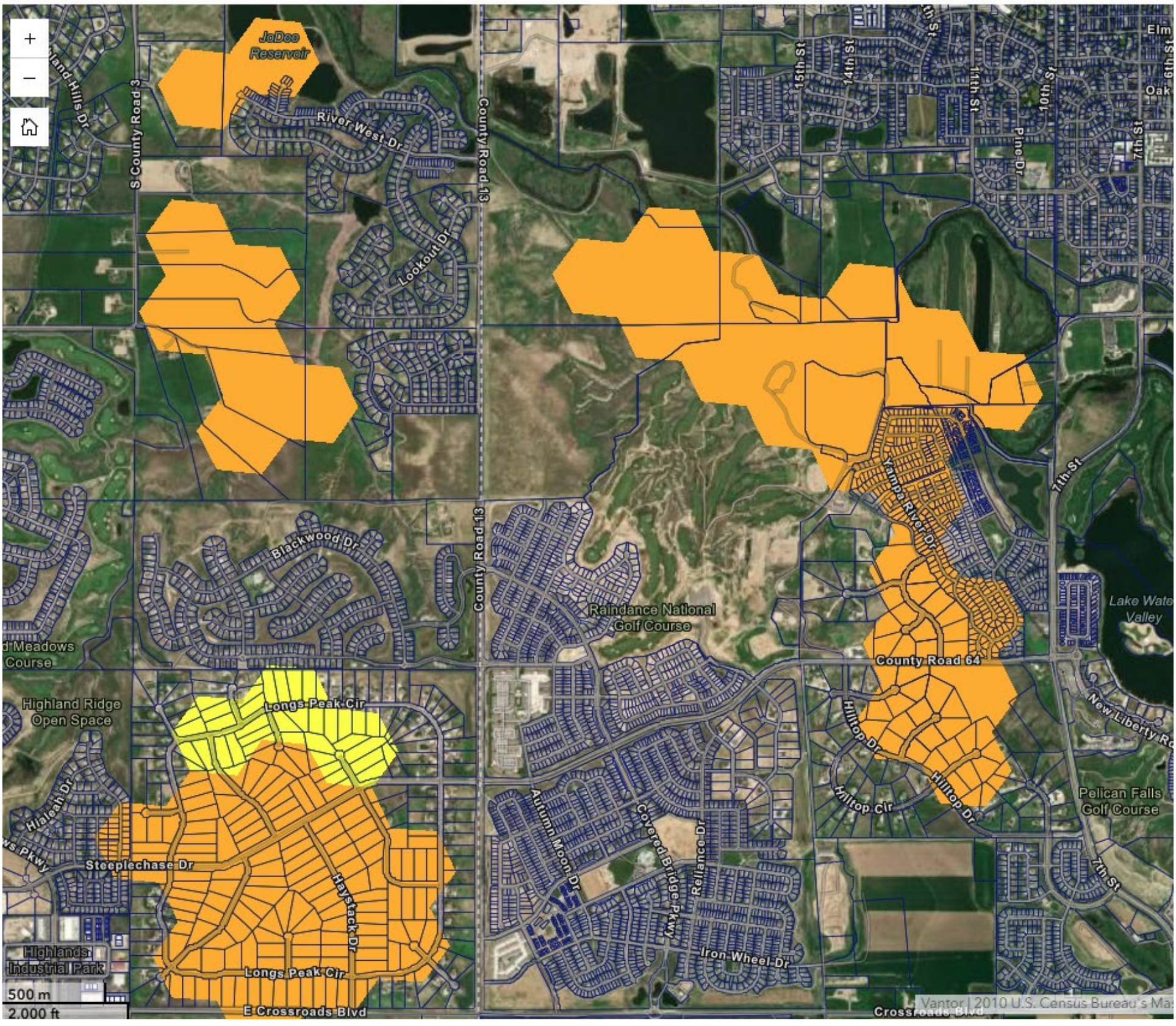


COLORADO
Wildfire
Resiliency
Code Board

2025 Colorado Wildfire Resiliency Code Map

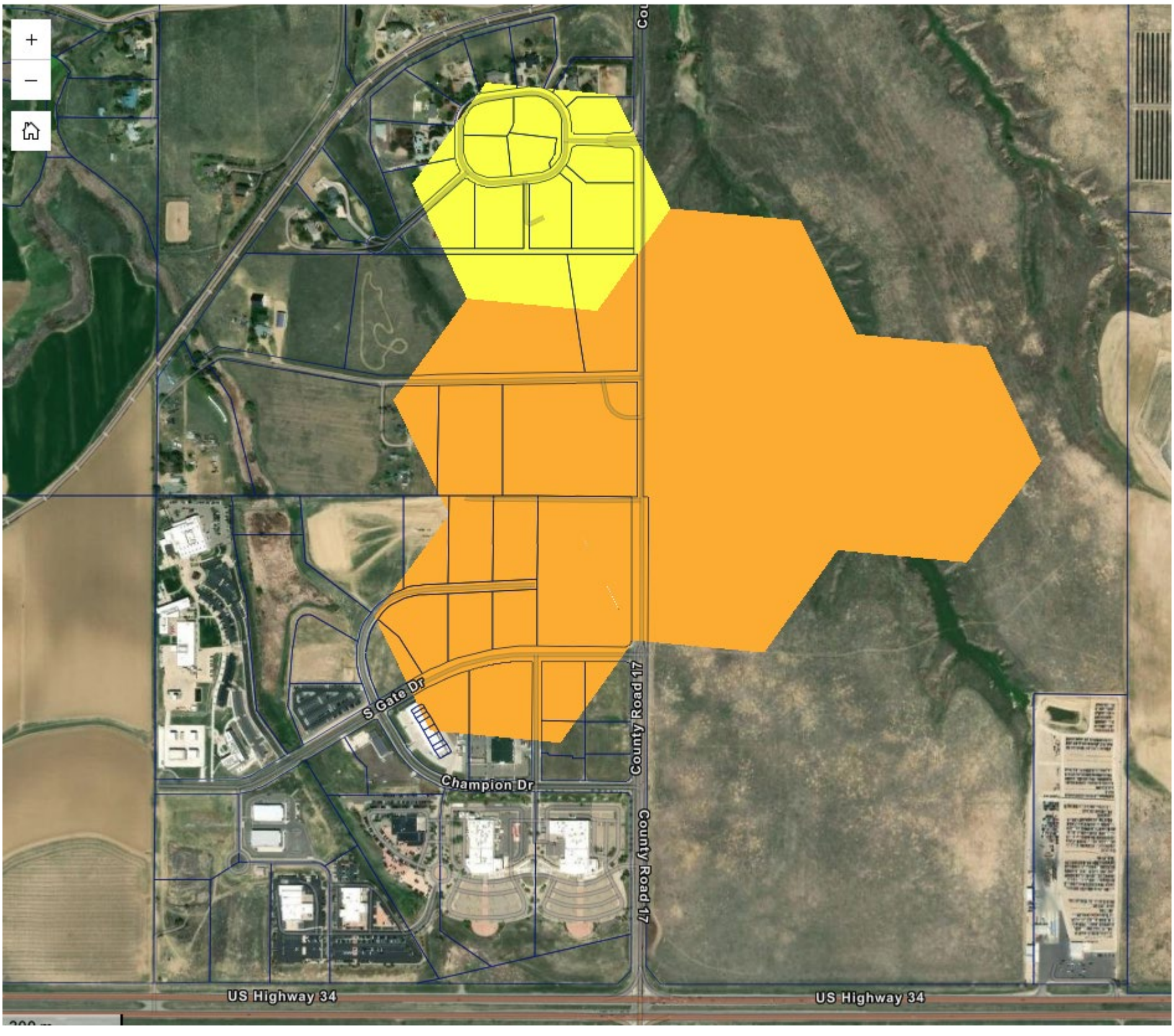


2025 Colorado Wildfire Resiliency Code Map



COLORADO
Wildfire
Resiliency
Code Board

2025 Colorado Wildfire Resiliency Code Map



Colorado Wildfire Resiliency Code update

CML Newsletter
Feb. 3, 2026

By Emma Donahue, CML legislative & policy advocate

Currently there are conversations happening around the Colorado Wildfire Resiliency Code (CWRC) implementation timeline. SB23-166 created the Wildfire Resiliency Code Board, which was tasked with developing and adopting of the codes and standards. The code was adopted on July 1, 2025. Jurisdictions that have areas designated in the Wildland-Urban Interface have until April 1, 2026, to adopt the code and be fully compliant by July 1, 2026. The adopted code can be found here.

As the adoption deadline nears, municipalities have raised concerns about their ability to meet the timeline. One major concern is that the state's CWRC application map is not accurate for all areas. While the legislation allows municipalities to develop their own map for approval by the board, two issues for municipalities remain: the board has not released the data or tools necessary for local mapping, and it has not indicated who will be reviewing and approving the municipality-developed maps. Without the map, municipalities can't complete code review and adoption processes in a timely manner.

Additional concerns include staff capacity to review, adopt, and enforce the new code, lack of support and guidance from the board, and the unfunded mandate implications of implementation.

CML and our members understand the importance of making our communities more resilient to wildfire but also understand the need for thoughtful code adoption. Additional time is needed for municipalities to develop their own maps if they would like to, review and adopt the code, and implement it within their communities. CML will continue to bring your feedback to the legislature and continue this important conversation.

If your municipality has feedback on any issues or concerns with the CWRC please send it to Emma Donahue at Edonahue@cml.org. This information will be used in conversations with legislators and other interested parties so we can advocate on your behalf.

WINDSOR
COLORADO

MEMORANDUM

Date: April 27, 2026
To: Mayor and Town Board
From: Dean Moyer, Director of Finance
Re: Ordinance No. 2026-1745 An Ordinance of the Town of Windsor, Colorado, Authorizing the Issuance and Sale of the Town of Windsor Wastewater Enterprise Revenue Bonds, Series 2026; Providing for the Source of Payment of Such Bonds, and Providing Other Details Concerning the Bonds.
Item#: **C.4.**

Background/ Discussion:

As discussed at the Town Board meeting on April 13, 2026, we have selected a lender and adopted a financing structure to provide funding for the Town's WWTP expansion project. The Ordinance before you this evening is the second reading of official Town Board action required to set the financing process in motion.

The document is rather lengthy, but to that end we have our Bond Attorney attending the meeting this evening. Laurel Witt of Butler Snow will be attending this evening to answer any questions regarding legal issues. You met Laurel in person at a previous work session.

What to expect from here? At the Board meeting on April 13, 2026, we approved Ordinance No. 2026-1746 as an emergency measure. The reason for the emergency designation was to make it effective immediately. The urgency was because we needed to retire existing debt with the State before we could issue new debt pledging the same source of revenue. We are in the process of finalizing the payoff numbers on that loan and settling that debt to make this next step possible.

Enclosed is a Timeline of Events regarding the financing in progress. Following the 30-day referendum period beginning upon the passage of this Ordinance 2026-1745, we plan to prepare the final documents for the closing scheduled for May 28, 2026. The proceeds will be deposited into our Local Government Investment Pool account with the Centennial State Liquid Investment Pool (CSLIP). The funds are then available for us to access as needed to pay invoices connected to the WWTP Expansion project.

Financial Impact:
We expect this financing not to exceed $93,000,000.

Relationship to Strategic Plan:
Provide adequate infrastructure

Recommendation:
Adopt Ordinance 2026-1745 as presented on Second Reading

Attachments:
1. Ordinance No. 2026-1745 Wastewater Revenue Bonds Second Reading

TOWN OF WINDSOR

ORDINANCE NO. 2026- 1745

AN ORDINANCE OF THE TOWN OF WINDSOR, COLORADO, AUTHORIZING THE ISSUANCE AND SALE OF THE TOWN OF WINDSOR, COLORADO, SUBORDINATE WASTEWATER ENTERPRISE REVENUE BONDS, SERIES 2026; PROVIDING FOR THE SOURCE OF PAYMENT OF SUCH BONDS, AND PROVIDING OTHER DETAILS CONCERNING THE BONDS.

WHEREAS, the Town of Windsor (the "Town") is a municipal corporation and political subdivision of the State of Colorado (the "State") duly organized and existing under the Town's home-rule Charter (the "Charter") adopted pursuant to Article XX of the Constitution of the State (the "Constitution"); and

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

WHEREAS, pursuant to Section 13-1-90 of the Town of Windsor Municipal Code, the Board has established the Town Sewer Utilities Enterprise (the "Enterprise"), governed by the Board and having all lawful powers consistent with the Charter and ordinances of the Town, including, without limitation, the power to issue and reissue bonds, notes, and other obligations, in the name of the Town, payable solely from lawful revenues available to the Enterprise for the purpose of operating a System (the "System"); and

WHEREAS, the Board is the governing body of the Enterprise; and

WHEREAS, pursuant to Section 11.13 of the Charter, the Town may, subject to applicable limitations in the Colorado Constitution, borrow money and issue securities or enter into other obligations to evidence such borrowing in any form and in any manner determined by the Board to be in the best interest of the Town; and

WHEREAS, the Board has determined and hereby determines that the System constitutes an enterprise pursuant to Article X, Section 20 of the Colorado Constitution ("TABOR") and Title 37, Article 45.1, C.R.S. (the "Enterprise Act"); and

WHEREAS, under TABOR, the Enterprise is a government-owned business authorized to issue its own revenue bonds and receiving under 10% of annual revenue in grants from all Colorado state and local governments combined; and

WHEREAS, the Board has determined, and hereby determines, that it is necessary and in the best interest of the Town and the Enterprise, and the public interest to acquire, construct, improve and equip the System, including the construction of a new wastewater treatment facility (the "Project"); and

WHEREAS, the Town is authorized by the Charter, and the Enterprise Act, to issue revenue bonds authorized by action of the Board; and

WHEREAS, the Town intends to issue its "Town of Windsor, Colorado, Subordinate Wastewater Enterprise Revenue Bonds, Series 2026" (the "Bonds") to defray in part the costs of the Project and the payment of the costs of issuance of the Bonds; and

WHEREAS, pursuant to TABOR, Title 31, Article 35, Part 4, C.R.S. (the "Sewer and Water Systems Act") and the Enterprise Act, the Bonds may be issued without an election; and

WHEREAS, the Town has heretofore issued, pursuant to Ordinance No. 2022-1653 of the Town adopted by the Board on July 11, 2022 (the "Senior Bond Ordinance"), its Town of Windsor, Colorado Wastewater Enterprise Revenue Bonds, Series 2022, originally issued in the aggregate principal amount of $17,120,000 and currently outstanding in the aggregate principal amount of $16,300,000 (the "Senior Bonds"); and

WHEREAS, the Town is not delinquent in the payment of any principal or interest on the Senior Bonds; and

WHEREAS, except for the Senior Bonds, the Town has not previously pledged nor hypothecated the revenues derived or to be derived from the operation of the System, or any part thereof, to the payment of any bonds or other financial obligations or for any other purpose; and

WHEREAS, pursuant to the terms of the Senior Bond Ordinance, subordinate bonds may be issued which are payable from and have an irrevocable lien upon the net revenues of the System which is junior and subordinate to the lien on the Senior Bonds; and

WHEREAS, the Town intends to privately place the Bonds with PNC Bank, National Association (the "Initial Purchaser"), which Initial Purchaser shall be (a) an "accredited investor," as defined in Rule 501(A)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended (an "Institutional Accredited Investor") or (b) a "qualified institutional

buyer," as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (a "Qualified Institutional Buyer") as hereafter named by the Town; and

WHEREAS, the Town negotiated a proposal with the Initial Purchaser, concerning the purchase of the Bonds as evidenced by a term sheet (the "Purchase Contract"); and

WHEREAS, pursuant to Section 11-57-205, C.R.S., the Town desires to delegate to the Mayor, the Town Manager or the Finance Director the power to accept the proposal to purchase the Bonds and to make final determinations relating to the Bonds, subject to the parameters contained in Section 212 of this Ordinance; and

WHEREAS, there is on file with the Town Clerk the proposed form of the Paying Agent Agreement; and

WHEREAS, it is necessary to provide for the form of the Bonds, Bond details, the payment of the Bonds, and other provisions relating to the authorization, issuance, and sale of the Bonds.

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

ARTICLE I

DEFINITIONS, INTERPRETATION,

RATIFICATION AND LIMITATION

Section 101. Meanings and Construction.

A. Definitions. The terms in this Section for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any other ordinance or any other document pertaining hereto, except where the context by clear implication otherwise requires, shall have the meanings herein specified:

"acquire" or "acquisition" means the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, grant from the Federal Government, the State, any body corporate and politic therein, or any other Person, the endowment, bequest, devise, transfer, assignment, option to purchase, other contract, or other acquisition, or any combination thereof, of any properties pertaining to the System, or an interest therein, or any other properties herein designated.

"Authorized Denominations" means denominations of $100,000 or any integral multiple of $1,000 in excess thereof.

"Bond Counsel" means an attorney or a firm of attorneys, designated by the Town of nationally recognized standing in matters pertaining to the tax status of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Fund" means the special fund designated as the "Town of Windsor, Colorado, Subordinate Wastewater Enterprise Revenue Bonds, Series 2026, Bond Fund" created pursuant to Section 605 hereof.

"Bond Requirements" means the principal of, any prior redemption premiums due in connection with, and the interest on the Bonds, any Parity Bonds, or other securities payable from the Net Revenues and heretofore or hereafter issued, if any, or such part of such securities as may be designated.

"Bonds" means Town of Windsor, Colorado, Subordinate Wastewater Enterprise Revenue Bonds, Series 2026, issued pursuant to this Ordinance.

"Board" means the Town Board of the Town, and any successor governing body of the municipal corporation owning the System.

"Business Day" means a day of the year, other than a Saturday or Sunday, other than a day on which Commercial Banks located in the city in which the principal corporate trust office of the Paying Agent is located are required or authorized to remain closed and other than a day on which the New York Stock Exchange is closed.

"Capital Improvements" means the acquisition of land, easements, facilities, and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments, and extensions, for use by or in connection with the System.

"Charter" means the home rule charter of the Town, including all amendments thereto prior to the date hereof.

"Closing Date" means the date of delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and the regulations promulgated thereunder.

"Combined Maximum Annual Principal and Interest Requirements" means the largest sum of the principal of and interest on the Senior Bonds, the Bonds, any Outstanding Parity Bonds, and any additional Parity Bonds proposed to be issued, excluding any securities the principal of which is payable within less than one year from the date on which issued, to be paid during any one Fiscal

Year for the period beginning with the Fiscal Year in which such computation is made and ending with the Fiscal Year in which any Bond or other such security last becomes due at maturity or on a Redemption Date, whichever time is later (but excluding any reserve requirement to secure such payments unless otherwise expressly provided), subject in all respects to the following, as applicable, and excluding any "balloon" maturities which are payable in one Fiscal Year:

(1) The word "principal," as used in the preceding definition, means for all purposes of this paragraph, the principal which must be paid to security Owners, whether on stated maturity dates or on mandatory Redemption Dates, or otherwise.

(2) Any such computation made shall be adjusted for all purposes in the same manner as is provided in Section 803 hereof.

"Commercial Bank" means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation (or any successors thereto) and of the Federal Reserve System, which has a capital and surplus of $10,000,000 or more, and which is located within the United States of America.

"Cost of the Project" means all costs of the Project or any interest therein, as designated by the Town, which cost, at the option of the Town (except as may be otherwise limited by law) may include all, any one or other portion of the incidental costs pertaining to the Project, including, without limitation:

(i) All preliminary expenses or other costs advanced by the Town or advanced by the Federal Government, the State or by any other Person from any source, with the approval of the Board, or any combination thereof, or otherwise;

(ii) The costs of making surveys and tests, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

(iii) The costs of contingencies;

(iv) The costs of premiums on any builders' risk insurance and performance bonds during the construction, installation and other acquisition of the Project, or a reasonably allocated share thereof;

(v) The costs of appraising, printing, estimates, advice, inspection, other services of engineers, architects, accountants, financial consultants, attorneys at law, clerical help and other agents and employees;

(vi) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project and the issuance of the Bonds;

(vii) All costs and expenses of issuing the Bonds including, without limitation, fees of the Paying Agent, Bond Counsel, counsel to the Purchaser, counsel to the Town, financial advisor, and printers to the extent not defrayed as an Operation and Maintenance Expense;

(viii) The costs of the filing or recording of instruments and the cost of any title insurance premiums;

(ix) The costs of funding any construction loans and other temporary loans pertaining to the Project and of the incidental expenses incurred in connection with such loans;

(x) The costs of demolishing, removing, or relocating any buildings, structures, or other facilities on land acquired for the Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated;

(xi) The costs of machinery and equipment;

(xii) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(xiii) The costs of labor, material and obligations incurred to contractors, builders and materialmen in connection with the acquisition and construction of the Project;

(xiv) The costs of amending any ordinance or other instrument pertaining to the Bonds or otherwise to the System; and

(xv) All other expenses pertaining to the Project.

"C.R.S." means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

"Default Rate" means the rate which rate equals the greatest of (i) the PNC Prime Rate plus 3.00%; (ii) the Overnight Bank Funding Rate plus 3.5%; and (iii) 9.0%.

"Determination of Taxability" means with respect to the Bonds that there has been rendered a final judgment or order of a court of competent jurisdiction, or a final ruling or decision of the Internal Revenue Service, to the effect that due to any action or omission of action on the part of the Town the interest on the Bonds is includable for federal income tax purposes in the gross income of the Initial Purchaser pursuant to Section 103 of the Internal Revenue Code, and the rules

and regulations promulgated thereunder. A judgment or order of a court of competent jurisdiction or a ruling or decision of the Internal Revenue Service shall be considered final only if no appeal or action for judicial review has been filed and is pending and the time for filing such appeal or action has expired.

"Enterprise" means the Town Sewer Utilities Enterprise.

"Enterprise Act" means Title 37, Article 45.1, C.R.S.

"Events of Default" means the events stated in Section 1003 hereof.

"Federal Government" means the United States of America and any agency, instrumentality or corporation thereof.

"Federal Securities" means bills, certificates of indebtedness, notes, or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

"Finance Director" means the Director of Finance of the Town, or his or her successor in functions, if any.

"Fiscal Year" means the calendar year or any other 12-month period hereafter selected by the Town as its fiscal year.

"Gross Pledged Revenues" means all income, rents, receipts, charges and revenues derived directly or indirectly by the Town from the operation and use of and otherwise pertaining to the System, or any part thereof, whether resulting from Capital Improvements or otherwise, and includes all income, rents, receipts, charges and revenues received by the Town from the System, including without limitation:

(i) All fees, rates and other charges for the use of the System, or for any service rendered by the Town in the operation thereof, directly or indirectly, the availability of any such service, or the sale or other disposal of any commodities derived therefrom, including, without limitation, connection charges, but:

Excluding any moneys borrowed and used for the acquisition of Capital Improvements or for the refunding of securities, and all income or other gain from any investment of such borrowed moneys; and

Excluding any moneys received as grants, appropriations or gifts from the Federal Government, the State, or other sources, the use of which is limited by the grantor or donor to the construction of Capital Improvements, except to the extent any such moneys shall be received as

payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom;

(ii) All income or other gain from any investment of Gross Pledged Revenues (including without limitation the income or gain from any investment of all Net Pledged Revenues, but excluding borrowed moneys and all income or other gain thereon in any acquisition or construction fund, reserve fund, or any escrow fund for any Parity Bonds payable from Net Pledged Revenues heretofore or hereafter issued and excluding any unrealized gains or losses on any investment of Gross Pledged Revenues); and

(iii) All income and revenues derived from the operation of any other utility or other income-producing facilities added to the System and to which the pledge and lien herein provided are lawfully extended by the Board or by the qualified electors of the Town.

"improve" or "improvement" means the extension, reconstruction, alteration, betterment or other improvement by the construction, purchase or other acquisition of facilities, including, without limitation, appurtenant machinery, apparatus, fixtures, structures and buildings.

"Independent Accountant" means any certified public accountant, or any firm of certified public accountants, duly licensed to practice and practicing as such under the laws of the State:

(i) Who is, in fact, independent and not under the control of the Town;

(ii) Who does not have any substantial interest, direct or indirect, with the Town, and

(iii) Who is not connected with the Town as an officer or employee thereof, but who may be regularly retained to make annual or similar audits of any books or records of the Town.

"Independent Engineer" means an individual, firm or corporation engaged in the engineering profession of recognized good standing and having specific experience in respect of business and properties of a character similar to those of the System, which individual, firm or corporation has no substantial interest, direct or indirect, in the Town and in the case of an individual, is not a member of the Board, or an officer or employee of the Town, and in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the Board or an officer or employee of the Town.

"Initial Purchaser" means PNC Bank, National Association.

"Investment Securities" means any securities or other obligations permitted as investments of moneys of the Town under the laws of the State.

"Maximum Federal Corporate Tax Rate" means, for any day, the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect as of such day (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Initial Purchaser, the maximum statutory rate of federal income taxation which could apply to the Initial Purchaser as of such day).

"Mayor" means the mayor of the Town, or his or her successor in functions.

"Net Pledged Revenues" means the Gross Pledged Revenues remaining after the payment of the Operation and Maintenance Expenses of the System.

"Operation and Maintenance Expenses" means all actual maintenance and operation costs of the System in any particular period or charges made therefore during such period, but only if such charges are made in conformity with generally accepted accounting principles including amounts reasonably required to be set aside in reserves for items of operation and maintenance expenses the payment of which is not then immediately required.

Such operation and maintenance expenses include, but are not limited to, expenses for ordinary repairs, renewals and replacements of the System, salaries and wages, employees' health, hospitalization, pension and retirement expenses, fees for services, materials and supplies, rents, administrative and general expenses, insurance expenses, legal, engineering, accounting, trustee, paying agent and financial advisory fees and expenses and costs of other consulting and technical services, taxes (except as set forth in the following paragraph), payments in lieu of taxes and other governmental charges, payments made to the United States Treasury pursuant to the Tax Code or similar requirement to pay rebate, fuel costs, and any other current expenses or obligations required to be paid by the Town by law, all to the extent properly allocated to the System.

Such operation and maintenance expenses do not include depreciation or obsolescence charges or reserves therefore, amortization of intangibles or other bookkeeping entries of a similar nature, interest charges and charges for the payment of principal, or amortization, of bonded or other indebtedness of the Town, costs, or charges made therefore, for capital additions, replacements, betterments, extensions or improvements to or retirements from the System which under generally accepted accounting principles are properly chargeable to the capital account or the reserve for depreciation, do not include losses from the sale, abandonment, reclassification, revaluation or other disposition of any properties of the System nor such property items, including

taxes and fuel, which are capitalized pursuant to the then existing accounting practice of the Town, and do not include any such operation and maintenance expenses which are paid by the Town from revenues which do not constitute Gross Pledged Revenues.

"Ordinance" means this ordinance of the Town, which provides for the issuance and delivery of the Bonds.

"Outstanding" when used with reference to the Senior Bonds, the Bonds, the Parity Bonds, or any other designated securities and as of any particular date means all the Bonds, the Parity Bonds, or any such other securities payable from the Net Pledged Revenues or otherwise pertaining to the System, as the case may be, in any manner theretofore and thereupon being executed and delivered:

(i) Except any Senior Bonds, Bond, Parity Bond, or other security canceled by the Town, by any paying agent, or otherwise on the Town's behalf, at or before such date;

(ii) Except any Senior Bonds, Bond, Parity Bond, or other security deemed to be paid as provided in Section 1301 hereof or any similar provision of the ordinance authorizing the issuance of such other security; and

(iii) Except any Senior Bonds, Bond, Parity Bond, or other security in lieu of or in substitution for which another Senior Bonds, Bond, Parity Bond or other security shall have been executed and delivered pursuant to Sections 306, 307 or 1108 hereof or any similar provisions of the ordinance authorizing the issuance of such other security.

"Owner" means the registered owner of any designated Senior Bond, Bond, Parity Bond, or other designated security.

"Parity Bonds" means any securities hereafter issued payable from and having an irrevocable lien upon the Net Pledged Revenues on a parity with the Bonds.

"Parity Bond Ordinances" means any ordinances or agreements previously or hereafter entered into by the Town with respect to Parity Bonds and, without duplication, any ordinances previously or hereafter adopted by the Board authorizing the issuance of Parity Bonds.

"Paying Agent" means UMB Bank, n.a., in Denver, Colorado, and being an agent of the Town for the payment of the Bond Requirements due in connection with the Bonds, the registrar for the Bonds and for other administration of moneys pertaining to the Bonds, and includes any successor Commercial Bank as paying agent.

"Paying Agent Agreement" means the Registrar and Paying Agent Agreement between the Town and the Paying Agent.

"Person" means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State, or any other body corporate and politic other than the Town), partnership, limited liability company, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

"Project" means the acquisition, construction and installation of Capital Improvements to the System.

"Project Fund" means the special fund designated as the "Town of Windsor, Colorado, Subordinate Wastewater Enterprise Revenue Bonds, Series 2026, Project Fund" created pursuant to Section 501 hereof.

"Purchase Contract" means any term sheer or agreement between the Town and the Initial Purchaser concerning the purchase of the Bonds.

"Rebate Fund" means the special fund designated as the "Town of Windsor, Colorado, Subordinate Wastewater Enterprise Revenue Bonds, Series 2026, Rebate Fund" created pursuant to Section 609 hereof.

"Record Date" means the close of business on the last day (whether or not a Business Day) of the calendar month next preceding an interest payment date.

"Redemption Date" means the date fixed for the redemption prior to their respective maturities of any Bonds or other designated securities payable from Net Pledged Revenues in any notice of prior redemption or otherwise fixed and designated by the Town.

"Reserve Fund" means the special fund designated as the "Town of Windsor, Colorado, Wastewater Enterprise Revenue Bonds, Series 2026, Reserve Fund" created pursuant to Section 606 hereof. A Reserve Fund, if required as set forth in the Sale Certificate, shall secure only the principal and interest on the Bonds and not any Parity Bonds.

"Reserve Fund Requirement," if any, has the meaning ascribed to such term in the Sale Certificate, which requirement may be zero.

"Sale Certificate" means the sale certificate of the Town relating to the Bonds issued pursuant to the Supplemental Public Securities Act and described in Section 212 hereof.

"Sanctioned Country" means a country subject to a sanctions program identified on the list maintained by OFAC and available at http://www.treas.gov/offices/enforcement/ofac/sanctions/index.html, or as otherwise published from time to time.

"Sanctioned Person" means, at any time, (a) any Person or group listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, the United Nations Security Council, the European Union or any EU member state, (b) any Person or group operating, organized or resident in a Sanctioned Country, (c) any agency, political subdivision or instrumentality of the government of a Sanctioned Country, or (d) any Person 50% or more owned, directly or indirectly, by any of the above.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"Senior Bond Ordinance" means the Town's Ordinance No. 2022-1653 dated July 11, 2022, authorizing the issuance of the 2022 Bonds, and any other ordinance of the Town authorizing the issuance of bonds on a parity with the Senior Bonds.

"Senior Bonds" means the Town's Wastewater Enterprise Revenue Bonds, Series 2022, issued pursuant to the 2022 Bond Ordinance, or any bonds hereafter issued that are on parity with the Senior Bonds.

"Sewer Fund" means the special fund and account previously created and maintained by the Town and designated as the "Town of Windsor, Colorado, Wastewater Enterprise Revenue Bonds, Sewer Fund".

"Special Record Date" means the record date for determining ownership of the Bonds for purposes of paying accrued but unpaid interest, as such date may be determined pursuant to this Ordinance.

"State" means the State of Colorado.

"Supplemental Public Securities Act" means Part 2 of Article 57 of Title 11, C.R.S., as amended.

"System" means the Town's system for the collection, treatment and discharge of wastewater and consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Town, whether situated within or without the Town boundaries, used in

connection with such system of the Town, and in any way appertaining thereto, including all present or future improvements, extensions, enlargements, betterments, replacements or additions thereof or thereto and administrative facilities

"Tax Compliance Certificate" means the Tax Compliance and No Arbitrage Certificate executed by the Town in connection with the initial issuance and delivery of the Bonds.

"Tax Code" means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and the regulations promulgated thereunder.

"Taxable Rate" means for each day, a rate of interest per annum equal to the product of (i) the interest rate on the Obligations for such day and (ii) the applicable Taxable Rate Factor.

"Taxable Rate Factor" means for each day that the Taxable Rate is determined, the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day.

"Term Bonds" means Bonds that are payable on or before their specified maturing dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

"Town" means the Town of Windsor, Colorado, or any successor municipal corporation owning the System.

"Town Clerk" means the town clerk of the Town, or his or her successor in functions, if any.

"Town Manager" means the town manager of the Town, or his or her successor in functions, if any.

"Trust Bank" means a Commercial Bank which is authorized to exercise and is exercising trust powers located within or without the State, and also means any branch of the Federal Reserve Bank.

Section 102. Parties Interested Herein. Nothing herein expressed or implied confers any right, remedy or claim upon any Person, other than the Town, the Board, the Paying Agent, the Owners of the Bonds and the Owners of any Parity Bonds or other securities payable from the Net Pledged Revenues when reference is expressly made thereto. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the Town shall be for the sole and exclusive benefit of the Town, the Board, the Paying Agent, the Owners of the Bonds and the Owners of any such other securities in the event of such a reference.

Section 103. Ratification; Approval of Documents. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Board and the officers, employees and agents of the Town and otherwise taken by the Town directed toward the Project and the sale and delivery of the Bonds for such purposes, be, and the same hereby is, ratified, approved and confirmed.

Section 104. Repealer. All bylaws, orders, resolutions and ordinances or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any such bylaw, order or ordinance, or part thereof, heretofore repealed.

Section 105. Severability. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Section 106. Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the Town and the Owner or Owners of the Bonds and this Ordinance shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled, and discharged, except as herein otherwise provided.

Section 108. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Public Securities Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the Town in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the Bonds.

ARTICLE II
DETERMINATION OF THE TOWN'S AUTHORITY AND OBLIGATIONS; APPROVAL OF RELATED DOCUMENTS; AND ELECTION TO APPLY SUPPLEMENTAL PUBLIC SECURITIES ACT TO THE BONDS

Section 201. Authorization. This Ordinance is adopted in accordance the Town's power as a home rule municipality pursuant to Article XX, Section 6 of the Colorado Constitution, the Charter and the provisions of this Ordinance, specifically the Supplemental Public Securities Act; the Enterprise Act, and all other laws of the State thereunto enabling. For the purpose of defraying the Cost of the Project, the Town hereby authorizes the Bonds to be issued in Authorized Denominations in the aggregate principal amount provided in the Sale Certificate as approved by the Town Manager or the Finance Director, subject to the parameters and restrictions contained in this Ordinance.

Section 202. Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the Town shall be for the equal benefit, protection and security of the Owners of any and all of the Outstanding Bonds and any Outstanding Parity Bonds heretofore or hereafter authorized and issued, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of such securities over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

Section 203. Special Obligations. All of the Bond Requirements of the Bonds shall be payable and collectible solely out of the Net Pledged Revenues which revenues are so pledged; the Owner or Owners of the Bonds may not look to any general or other fund for the payment of such Bond Requirements, except the herein designated special funds pledged therefor; the Bonds shall not constitute an indebtedness or a debt within the meaning of any constitutional, or statutory provision or limitation; and the Bonds shall not be considered or held to be general obligations of the Town but shall constitute its special obligations. No statutory, Charter, or constitutional provision enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the Town to comply with the provisions of this Ordinance or to pay the Bond Requirements of the Bonds as herein provided.

Section 204. Character of Agreement. None of the covenants, agreements, representations and warranties contained herein or in the Bonds shall ever impose or shall be

construed as imposing any liability, obligation or charge against the Town (except the special funds pledged therefor), or against its general credit, or as payable out of its general fund or out of any funds derived from taxation or out of any other revenue source (other than those pledged therefor).

Section 205. No Pledge of Property. The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the Town, except for the Net Pledged Revenues and other moneys pledged for the payment of the Bond Requirements of the Bonds. No property of the Town, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds.

Section 206. No Recourse Against Officers or Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance or any other ordinance pertaining hereto, against any individual member of the Board or any officer, employee or other agent of the Town, past, present or future, either directly or indirectly through the Board, or the Town, or otherwise, whether by virtue of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as part of the consideration of their issuance specially waived and released.

Section 207. Authorization of the Project. The Board, on behalf of the Town, does hereby determine to undertake the Project, which is hereby authorized, and the proceeds of the Bonds shall be used therefor.

Section 208. Enterprise Status. The Board, on behalf of the Town, hereby confirms its determination that the System is an "enterprise" for the purposes of Article X, Section 20 of the State Constitution ("TABOR"), and the Enterprise Act. In particular, the System is owned by the Town and has the power to issue revenue bonds in the manner and payable from the sources set forth in this Ordinance.

Section 209. Sale of Bonds. The Bonds shall be sold in a private placement to the Initial Purchaser. Pursuant to the Supplemental Public Securities Act, the Board hereby delegates to the Mayor, the Town Manager or the Finance Director the authority to execute the term sheet or proposal submitted by the Initial Purchaser and to execute the Sale Certificate confirming the bond details subject to the parameters set forth in Section 212. Such authorization shall be valid for one year following the adoption of this Ordinance.

Section 210. Paying Agent Agreement. The Board hereby determines to approve the Paying Agent Agreement in substantially the form as it on file with the Town Clerk. The Town

may remove the Paying Agent upon 30 days' prior written notice to the Paying Agent. If the Paying Agent appointed thereunder shall resign, or if the Town shall determine to remove the Paying Agent, then the Town may appoint a successor Paying Agent, upon notice mailed to each Owner of any Bond at such Person's address last shown on the registration records maintained by the Paying Agent. No resignation or dismissal of the Paying Agent may take effect until a successor has been appointed and has accepted the duties of the Paying Agent. Every such successor Paying Agent shall be a Commercial Bank.

Section 211. Other Related Documents. The forms, terms and provisions of, and the performance by the Town of its obligations under the Paying Agent Agreement are hereby approved and the Mayor, the Town Manager, the Finance Director and/or the Town Clerk and any deputy thereof are hereby authorized and directed to execute such documents on behalf of and in the name of the Town, and to deliver such documents, in substantially the form on file with the Town Clerk, with such changes as are not inconsistent herewith. The Mayor, the Town Manager and the Finance Director are hereby independently authorized to execute and deliver the Sale Certificate, and any term sheet that may be required by the Initial Purchaser relating to the Bonds. The execution of any instrument by the Persons herein authorized shall be conclusive evidence of the approval by the Town of such instrument in accordance with the terms hereof.

Section 212. Election to Apply Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-204 of the Supplemental Public Securities Act, a public entity, including the Town, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Public Securities Act. The Board hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-205 of the Supplemental Public Securities Act, the Board hereby delegates to and of the Mayor, the Town Manager or the Finance Director the authority to make the following determinations with respect to the Bonds, subject to the parameters and restrictions contained in this Ordinance, without any requirement that the Board approve such determinations:

(i) Interest Rate. The net effective interest rate to be borne by the Bonds shall not exceed 5.00% per annum, which interest rate is not applicable to the rate imposed for an event of default or event of taxability;

(ii) Redemption Provisions. The Bonds shall be subject to optional redemption at such time or times as permitted by State law and as set forth in the Sale Certificate, at a redemption price not to exceed 100%.

(iii) Purchase Price. The purchase price of the Bonds shall not be less than 100% of the aggregate principal amount of the Bonds;

(iv) Principal Amount. The aggregate principal amount of the Bonds shall not exceed $92,000,000;

(v) Maturity Schedule. The amount of principal of the Bonds maturing in any year, or mandatory sinking fund redemption payments coming due in any year, shall not be more than $93,000,000 annually, and the total repayment cost of the Bonds shall not exceed $105,500,000.

(vi) Term of the Bonds. The Bonds shall mature no later than August 15, 2030;

(vii) Capitalized Interest. The existence and amount of any capitalized interest on the Bonds; and

(viii) Reserve Fund. The existence and amount of any Reserve Fund.

Such determinations shall be evidenced by the Sale Certificate signed by the Mayor, the Town Manager or the Finance Director dated and delivered prior to or as of the Closing Date, which shall not be more than one year from the date of adoption of this Ordinance.

ARTICLE III
AUTHORIZATION, TERMS, EXECUTION AND ISSUANCE OF BONDS

Section 301. Authorization of Bonds. For the purpose of protecting the public health, conserving the property and advancing the general welfare of the citizens of the Town and of defraying wholly or in part the Cost of the Project, the Town hereby authorizes to be issued its "Town of Windsor, Colorado, Wastewater Enterprise Revenue Bonds, Series 2026" in the aggregate principal amount set forth in the Sale Certificate, subject to the parameters and restrictions contained in this Ordinance; and the Town hereby pledges irrevocably, but not necessarily exclusively, the Net Pledged Revenues to the payment of the Bond Requirements of the Bonds. The Bonds are issued in accordance with the Constitution, laws of the State, and the Charter, specifically the Enterprise Act, and the Supplemental Public Securities Act, and the provisions of this Ordinance.

Section 302. Bond Details.

A. Basic Provisions. The Bonds shall be registered in the names of the Owners thereof and shall not be registered in book-entry form. When the Bonds have been duly executed by appropriate Town officers and authenticated by the Paying Agent, the Town shall cause the Bonds to be delivered as directed by the Initial Purchaser on receipt of the agreed purchase price. The Bonds shall be delivered in such denominations as the Initial Purchaser shall direct and shall initially be registered in such name or names as the Initial Purchaser shall direct. The Bonds shall mature on August 15, in the years and amounts and subject to prior redemption as set forth herein and in the Sale Certificate. The Bonds shall bear interest from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from their date until their respective maturities (or prior redemption) at the rates set forth in the Sale Certificate. No interest shall accrue on any Bonds owned by or on behalf of the Town. Interest on the Bonds shall be calculated as set forth in the Sale Certificate, payable semiannually on each February 15 and August 15, commencing on the date provided in the Sale Certificate. Interest shall be calculated on a basis of a 360-day year of twelve 30 day months.

B. Payment of Bonds. The principal of each Bond shall be payable at maturity or upon prior redemption thereof at the principal corporate trust office of the Paying Agent, or at such other

office as the Paying Agent directs in writing to the Owners of the Bonds, or at the principal office of its successor, upon presentation and surrender of the Bond. Payment of interest on any Bond shall be made to the Owner thereof by the Paying Agent on or before each interest payment date, (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), to such Owner at such Person's address as it appears on the registration records kept by the Paying Agent on the Record Date; but any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Owner thereof at the close of business on the Record Date and shall be payable to the Person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of such defaulted interest shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owners not less than ten days prior to the Special Record Date by first-class mail to each such Owner as shown on the Paying Agent's registration books on a date selected by the Paying Agent, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make mandatory sinking fund redemption payments and payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent. If any Bond is not paid upon its presentation and surrender (if required) at or after its maturity or prior redemption, interest shall continue at its stated rate per annum until the principal thereof is paid in full. All such payments shall be made in lawful money of the United States of America.

So long as the Initial Purchaser is the sole owner of 100% of the Bonds, the Initial Purchaser shall not be required to surrender the Bonds to the Paying Agent to receive mandatory sinking fund payments in accordance with Section 402 hereof, but shall be required to surrender such Bond on the final maturity date or upon prior redemption in accordance with Section 401 hereof to receive such principal payment.

Section 303. Execution of Bonds. The Bonds shall be executed in the name of the Town by the manual or facsimile signature of the Mayor, shall be sealed with the corporate seal of the Town or a facsimile thereof thereunto affixed, imprinted, engraved or otherwise reproduced and shall be attested by the manual or facsimile signature of the Town Clerk. Any Bond may be signed (manually or by facsimile), sealed or attested on behalf of the Town by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance

or delivery, such person may have ceased to hold such office. The Mayor and the Town Clerk may adopt as and for such Person's own facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears on any of the Bonds. Before the execution of any Bond by facsimile signature, the Mayor and the Town Clerk shall each file with the Secretary of State of the State his or her manual signature certified by such Person under oath.

Section 304. Authentication Certificate. The authentication certificate upon the Bonds shall be substantially in the form and tenor provided in the form of the Bonds attached to this Ordinance as **Exhibit A**. No Bond shall be secured hereby or entitled to the benefit hereof, nor shall any Bond be valid or obligatory for any purpose, unless the certificate of authentication, substantially in such form, has been duly executed by the Paying Agent and such certificate of the Paying Agent upon any Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The certificate of authentication shall be deemed to have been duly executed by the Paying Agent if manually signed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds.

Section 305. Registration and Payment. The Paying Agent shall keep or cause to be kept sufficient records for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Town. Upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said records, Bonds as herein provided. Except as provided in Section 307 hereof, the Person in whose name any Bond shall be registered on the registration records kept by the Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment of the Bond Requirements thereof and for all other purposes; and payment of or on account of the Bond Requirements of any Bond shall be made only to the Owner thereof or such Person's legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 306. Transfer and Exchange. Any Bond may be transferred upon the records required to be kept pursuant to the provisions of Section 305 hereof by the Person in whose name

it is registered, in person or by such Person's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. Whenever any Bond or Bonds shall be surrendered for transfer, the Paying Agent shall authenticate and deliver a new Bond or Bonds for a like aggregate principal amount and of the same maturity and interest rate and of any authorized denominations. The Bonds may be exchanged by the Paying Agent for a like aggregate principal amount of Bonds of the same maturity and interest rate and of other authorized denominations. The execution by the Town of any Bond of any denomination shall constitute full and due authorization of such denomination and the Paying Agent shall thereby be authorized to authenticate and deliver such Bond.

The Paying Agent shall not be required to transfer or exchange (a) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day such notice is mailed, or (b) any Bond so selected for redemption in whole or in part after the mailing of notice calling such Bond or any portion thereof for prior redemption except the unredeemed portion of Bonds being redeemed in part.

The Paying Agent shall require the payment by any Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer, and may charge a sum sufficient to pay the cost of preparing each new Bond upon each exchange or transfer and any other expenses of the Town or the Paying Agent incurred in connection therewith.

Section 307. Bond Replacement. Upon receipt by the Town and the Paying Agent of evidence satisfactory to them of the ownership of and the loss, theft, destruction or mutilation of any Bond and, in the case of a lost, stolen or destroyed Bond, of indemnity satisfactory to them, and in the case of a mutilated Bond upon surrender and cancellation of the Bond, (a) the Town shall execute and the Paying Agent shall authenticate and deliver a new Bond of the same date, interest rate and denomination in lieu of such lost, stolen, destroyed or mutilated Bond, or (b) if such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, in lieu of executing and delivering a new Bond as aforesaid, the Town may pay such Bond. Any such new Bond shall bear a number not previously assigned. The applicant for any such new Bond may be required to pay all expenses and charges of the Town and of the Paying

Agent in connection with the issuance of such Bond. All Bonds shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing conditions are exclusive with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds, negotiable instruments or other securities.

Section 308. Bond Cancellation. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled in accordance with the customary practices of the Paying Agent and applicable retention laws.

Section 309. Conclusive Recitals. Pursuant to Section 11-57-210 of the Supplemental Public Securities Act and this Ordinance, the Bonds shall contain a recital that they are issued pursuant to the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value. The Bonds shall also contain a recital that they are issued pursuant to Title 37, Article 45.1, C.R.S. Such recital shall conclusively impart full compliance with all the provisions of such statute and Bonds issued containing such recital shall be incontestable for any cause whatsoever after their delivery for value.

Section 310. Bond Form. Subject to the provisions of this Ordinance, each Bond shall be in substantially the form attached hereto as **Exhibit A**, with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, be consistent with this Ordinance or be necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto.

ARTICLE IV

REDEMPTION

Section 401. Optional Redemption. The Bonds may be subject to redemption at the option of the Town from any legally available funds as set forth in the Sale Certificate.

Section 402. Mandatory Sinking Fund Redemption. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sale Certificate.

On or before the thirtieth day prior to each such sinking fund payment date, the Paying Agent shall proceed to call the Term Bonds, if any, as provided in the Sale Certificate (or any Term Bond or Term Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next August 15, and give notice of such call without further instruction or notice from the Town.

At its option, to be exercised on or before the sixtieth day next preceding each such sinking fund Redemption Date, the Town may (a) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (b) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds of the same maturity and interest rate subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Paying Agent at the principal amount thereof against the obligation of the Town on such sinking fund date and such sinking fund obligation will be accordingly reduced. The Town will on or before the sixtieth day next preceding each sinking fund Redemption Date furnish the Paying Agent with its certificate indicating whether or not and to what extent the provisions of (a) and (b) of the first sentence of this paragraph are to be availed with respect to such sinking fund payment. Failure of the Town to deliver such certificate shall not affect the Paying Agent's duty to give notice of sinking fund redemption as provided in this paragraph.

So long as the Initial Purchaser is the sole owner of 100% of the Bonds, the Initial Purchaser shall not be required to surrender the Bonds to the Paying Agent to receive payment in connection with a mandatory sinking fund redemption but shall be required to surrender

such Bond on the final maturity date thereof to receive payment of the final principal payment thereof.

Section 403. Partial Redemption. If set forth in the Sale Certificate, a portion of the Bonds may be redeemed, in which case the Paying Agent shall, without charge to the Owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

Section 404. Notice of Prior Redemption. Notice of optional or mandatory redemption shall be given by the Paying Agent in the name of the Town by sending a copy of such notice by first-class, postage prepaid mail , or by electronic means, not more than sixty nor less than thirty days prior to the Redemption Date to each Owner at such Person's address as it last appears on the registration books kept by the Paying Agent or by electronic means; but neither failure to give such notice nor any defect therein shall affect the redemption of any Bond. Such notice shall identify the Bonds to be so redeemed (if less than all are to be redeemed) and the Redemption Date, and shall further state that on such Redemption Date there will become and be due and payable upon each Bond to be so redeemed, at the principal office of the Paying Agent, the principal amount thereof, accrued interest to the Redemption Date, and the stipulated premium, if any, and that from and after such date interest will cease to accrue. Notice having been given in the manner hereinabove provided, the Bond or Bonds so called for redemption shall become due and payable on the Redemption Date so designated; and upon presentation thereof at the principal office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption. No further interest shall accrue on the principal of any such Bond called for redemption from and after the Redemption Date, provided sufficient funds are deposited with the Paying Agent and available on the Redemption Date.

Notwithstanding the provisions of this Section, any notice of redemption shall either (a) contain a statement that the redemption is conditioned upon the receipt by the Paying Agent on or before the Redemption Date of funds sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed, or (b) be given only if funds sufficient to pay the redemption price of the Bonds so called for redemption are on deposit with the Paying Agent in the applicable fund or account.

Section 405. Bonds Owned by the Town. Bonds owned by or on behalf of the Town shall not be subject to redemption. At any time the Town may surrender any Bonds owned by or on behalf of the Town to the Paying Agent, which shall promptly cancel such Bonds.

Additionally, any securities payable from any Net Pledged Revenues held by the Town shall not be deemed to be Outstanding for the purpose of redemption nor Outstanding for the purpose of consents hereunder or for any other purpose herein.

Section 406. No Partial Redemption After Default. Anything in this Ordinance to the contrary notwithstanding, if there shall have occurred and is continuing an Event of Default hereunder of which an officer of the Paying Agent has actual knowledge, there shall be no redemption of less than all of the Bonds at the time Outstanding (other than pursuant to Section 402 hereof).

ARTICLE V

USE OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Disposition of Bond Proceeds. The proceeds of the Bonds, upon the receipt thereof, and after the payment of the costs of issuing the Bonds, shall be accounted for in the following manner and priority:

A. Reserve Fund. An amount equal to the Reserve Fund Requirement as described in the Sale Certificate, if any, shall be credited to the special and separate account hereby created and to be known as the "Town of Windsor, Colorado, Subordinate Wastewater Enterprise Revenue Bonds, Series 2026 Reserve Fund."

B. Capitalized Interest. An amount designated in the Sale Certificate, if any, shall be deposited into the Bond Fund and used to pay capitalized interest.

C. Project Fund. The remaining proceeds derived from the sale of the Bonds shall be credited to the special and separate account hereby created and held by the Town to be known as the "Town of Windsor, Colorado, Subordinate Wastewater Enterprise Revenue Bonds, Series 2026 Project Fund." The moneys in the Project Fund shall be used solely for the purpose of paying the Cost of the Project and for the purposes set forth in Section 502 hereof.

Section 502. Payment of Expenses. Moneys deposited in the Project Fund pursuant to Section 501 hereof may be used and paid out by the Town to defray the Cost of the Project, including, without limitation, amounts to be paid to the Paying Agent, legal fees, accounting fees, financial advisory fees, printing costs and rating fees. The Town may defray any such administrative costs from time to time as Operation and Maintenance Expenses to the extent the moneys deposited in the Project Fund pursuant to Section 501 hereof are insufficient therefor.

Section 503. Completion of the Project. When the Project is completed in accordance with the relevant plans and specifications and all amounts due therefor, including all proper incidental expenses and all administrative Costs of the Project referred to in Section 502 hereof, are paid, or for which full provision is made, the Finance Director, to the extent permitted by the Tax Compliance Certificate, shall cause all surplus moneys remaining in the Project Fund, if any, except for any moneys designated in the certificate to be retained to pay any unpaid accrued costs or contingent obligations, to be transferred as follows: (a) to the Rebate Fund so as to enable the Town to comply with the Tax Compliance Certificate and Section 930 hereof, (b) to the Reserve

Fund to such extent as shall not cause the amount in the Reserve Fund to exceed the Reserve Fund Requirement and (c) to the Bond Fund to the extent of any remaining balance of such moneys to be applied against the next principal payment or payments coming due on the Bonds. Nothing herein prevents the transfer from the Project Fund to the Bond Fund, at any time prior to the termination of the Project Fund, of any moneys that the Finance Director by certificate determines will not be necessary for the Project and will not be designated to be transferred to the Rebate Fund.

Section 504. Lien on Bond Proceeds. Until the proceeds of the Bonds deposited in the Project Fund are applied as herein provided, such Bond proceeds are subject to a lien thereon and pledge thereof for the benefit of the Owners of the Outstanding Bonds as provided in Section 601 hereof and provided further that any such lien is junior and subordinate to the lien on the Senior Bonds.

Section 505. Initial Purchaser Not Responsible. The validity of the Bonds is not dependent upon nor affected by the validity or regularity of any proceedings relating to the application of the Bond proceeds. The Initial Purchaser and any subsequent Owners of any of the Bonds are not responsible for the application or disposal by the Town or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

ARTICLE VI
ADMINISTRATION OF AND ACCOUNTING FOR PLEDGED REVENUES

Section 601. Pledge Securing Bonds. Subject only to the right of the Town to cause amounts to be withdrawn and paid on account of Operation and Maintenance Expenses of the System, the Gross Pledged Revenues and, subject to the right of the Town to cause amounts to be withdrawn to pay the Cost of the Project as provided herein and other than moneys and securities held in the Rebate Fund to the extent such amounts are required to be paid to the United States, all moneys and securities paid or to be paid to or held or to be held in any fund or account under this Article or under Section 501 hereof are hereby pledged, and a lien thereon is hereby created, to secure the payment of the Bond Requirements of the Outstanding Bonds. The pledge of the Net Pledged Revenues to secure the payment of the Bond Requirements of the Outstanding Bonds and the Parity Bonds is on a parity with the pledge of the Net Pledged Revenues for, and lien thereon of the Parity Bonds hereafter issued in compliance with the provisions of Article VIII hereof, provided that such lien is junior and subordinate to the lien on the Senior Bonds. The pledge of Net Pledged Revenues shall be valid and binding from and after the date of the delivery of the Bonds, and the moneys as received by the Town and hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the Town except any Outstanding Parity Bonds hereafter authorized. The lien of the pledge of the Net Pledged Revenues and the funds or accounts as described in this Section shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Town (except as herein otherwise provided) irrespective of whether such parties have notice thereof.

Section 602. Sewer Fund Deposits. So long as any of the Senior Bonds, the Bonds or any Parity Bonds shall be Outstanding, as to any Bond Requirements related to the Senior Bonds, the Bonds or any Parity Bonds, the entire Gross Pledged Revenues, upon their receipt from time to time by the Town, shall be set aside and credited immediately to the special and separate account hereby continued and known as the "Town of Windsor, Colorado, Wastewater Enterprise Revenue Bonds, Sewer Fund."

Section 603. Administration of Sewer Fund. So long as any of the Senior Bonds, Bonds and any Parity Bonds shall be Outstanding, as to any Bond Requirements related to the Bonds and any Parity Bonds, the following payments shall be made from the Sewer Fund, as provided in Sections 604 through 611 hereof.

Section 604. Operation and Maintenance Expenses. First, as a first charge on the Sewer Fund, from time to time there shall continue to be held therein moneys sufficient to pay Operation and Maintenance Expenses, as they become due and payable, and thereupon they shall be promptly paid. Any surplus remaining in the Sewer Fund at the end of the Fiscal Year and not needed for Operation and Maintenance Expenses shall be used for other purposes of the Sewer Fund as herein provided.

Section 605. Bond Fund Payments. Second, from any remaining Net Pledged Revenues, there shall be credited, concurrently with each other and with amounts required to meet the Bond Requirements for the Senior Bonds, to the special and separate account created under the Senior Ordinance known as the "Town of Windsor, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022, Senior Bond Fund," as required by the Senior Ordinance.:

A. Interest Payments. Monthly to the Bond Fund, commencing on the first day of the calendar month immediately succeeding the delivery of any of the Senior Bonds, to the Senior Bond Fund, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the interest due and payable on the Senior Bonds on the next succeeding interest payment date.

B. Principal Payments. Monthly to the Senior Bond Fund, commencing on the first day of the month immediately succeeding the delivery of any of the Senior Bonds, or commencing on the first day of the month one year next prior to the first principal payment date of any of the Senior Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the principal and redemption premium, if any, due and payable on the Senior Bonds on the next succeeding principal payment date.

If prior to any interest payment date or principal payment date, there has been accumulated in the Senior Bond Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in paragraph A or B (whichever is applicable)

of this Section 605 may be appropriately reduced; but the required annual amounts again shall be so credited to such account commencing on such interest payment date or principal payment date.

The moneys credited to the Senior Bond Fund shall be used to pay the Bond Requirements of the Senior Bonds then Outstanding, as such Bond Requirements become due, as provided in the Senior Ordinance.

Section 606. Reserve Fund. If required by a Senior Ordinance, either proceeds of the Senior Bonds or cash, or any combination thereof, in the amount of the Reserve Fund Requirement shall be deposited in the special and separate account hereby created and to be known as the "Town of Windsor, Colorado, Wastewater Enterprise Revenue Bonds, Senior Bonds Reserve Fund" in satisfaction of the Reserve Fund Requirement.

Thereafter, third, except as provided in Section 607 and 608 hereof, and concurrently with any payments required to be made pursuant to any Senior Parity Bond Ordinance with respect to any reserve funds which may be, but are not required to be, established thereby and concurrently with any repayment or similar obligations payable to any surety provider issuing any reserve fund insurance policy with respect to any Senior Parity Bonds, from any moneys remaining in the Sewer Fund there shall be credited to the Reserve Fund monthly, commencing on the first day of the month next succeeding each date on which the moneys accounted for in the Reserve Fund for any reason are less than the Reserve Fund Requirement, such amounts in substantially equal monthly payments on the first day of each month to re-accumulate the Reserve Fund Requirement by not more than 12 such monthly payments. If there are insufficient Net Pledged Revenues to comply with the requirements of the first sentence of this paragraph, available Net Pledged Revenues shall be credited or paid to the Reserve Fund and to reserve funds which may be established by any Senior Parity Bond Ordinance (or to any other surety provider issuing any reserve fund insurance policy with respect to any Parity Bonds) pro rata, based upon the aggregate principal amount of the Senior Bonds and any such Senior Parity Bonds then Outstanding; provided, however, that compliance with the provisions of this sentence shall not cure any Event of Default caused by non-compliance with the first sentence of this paragraph. The Reserve Fund Requirement shall be accumulated and, if necessary, re-accumulated from time to time, in the Reserve Fund from Net Pledged Revenues, except to the extent other moneys are credited to the Reserve Fund, and maintained as a continuing reserve to be used, except as hereinafter provided in Sections 607, 608, 609, 703 and 1201 hereof, only to prevent deficiencies in the payment of the Bond Requirements

of the Bonds Outstanding from time to time from the failure to deposit into the Bond Fund sufficient moneys to pay such Bond Requirements as the same accrue and become due. No payment need be made into the Reserve Fund at any time so long as the moneys therein equal not less than the Reserve Fund Requirement. If set forth in the Sale Certificate, the Reserve Fund Requirement may be re-calculated upon (i) any principal payment, whether at stated maturity or upon redemption, or (ii) the defeasance of all or a portion of the Bonds.

Section 607. Termination of Deposits. No payment need be made into the Bond Fund or the Reserve Fund if the amount in the Bond Fund and the amount in the Reserve total a sum at least sufficient so that all Outstanding Bonds are deemed to have been paid pursuant to Section 1201 hereof, in which case moneys therein (taking into account the known minimum gain from any investment of such moneys in Investment Securities from the time of any such investment or deposit shall be needed for such payment which will not be designated for transfer to the Rebate Fund) shall be used (together with any such gain from such investments) solely to pay the Bond Requirements of the Outstanding Bonds as the same become due; and any moneys in excess thereof in those two accounts and any other moneys derived from the Net Pledged Revenues or otherwise pertaining to the System may be used to make required payments into the Rebate Fund or in any other lawful manner determined by the Town, as directed in writing by the Finance Director.

Section 608. Defraying Delinquencies. If at any time the Town shall for any reason fail to pay into the Bond Fund the full amount above stipulated from the Net Pledged Revenues, then an amount shall be paid into the Bond Fund at such time from the Reserve Fund equal to the difference between that paid from the Net Pledged Revenues and the full amount so stipulated.

Any money so used shall be replaced as provided in Section 606 hereof from the first Net Pledged Revenues thereafter received and not required to be otherwise applied by this Article. Except as provided in Sections 605, 606, 609, and 703, hereof, the moneys in the Bond Fund and in the Reserve Fund shall be used solely and only for the purpose of paying the Bond Requirements of the Bonds from time to time.

If the amount on deposit in the Reserve Fund exceeds the Reserve Fund Requirement for any reason, the amount to be released from the Reserve Fund shall be as directed in writing by the Finance Director. Any excess amount released from the Reserve Fund may be deposited in the

Bond Fund, the Rebate Fund, or deposited into a defeasance escrow account, or may be applied for such other purposes authorized by law, as directed in writing by the Finance Director.

Section 609. Rebate Fund. Fourth, concurrently with any payments required to be made pursuant to any Senior Parity Bond Ordinances with respect to any rebate funds established thereby, there shall be deposited into the special and separate account hereby created and to be known as the "Town of Windsor, Colorado, Wastewater Enterprise Revenue Bonds Rebate Fund" moneys in the amounts and at the times specified in the Tax Compliance Certificate so as to enable the Town to comply with Section 930 hereof. Amounts on deposit in the Rebate Fund shall not be subject to the lien and pledge of this Ordinance to the extent that such amounts are required to be paid to the United States Treasury. The Town shall cause amounts on deposit in the Rebate Fund to be forwarded to the United States Treasury (at the address provided in the Tax Compliance Certificate) at the times and in the amounts set forth in the Tax Compliance Certificate.

If the moneys on deposit in the Rebate Fund are insufficient for the purposes thereof, the Town shall transfer moneys in the amount of the insufficiency to the Rebate Fund from the Project Fund and, to the extent permitted by Section 608 hereof, from the Reserve Fund and the Bond Fund. Upon receipt by the Town of an opinion of Bond Counsel to the effect that the amount in the Rebate Fund is in excess of the amount required to be contained therein, such excess may be transferred to the Sewer Fund.

Section 610. Payment of the Bonds. Fifth, and subject to the provisions hereinabove in this Article, but subsequent to the payments required by Sections 604, 605, 606, and 609 hereof, any moneys remaining in the Sewer Fund may be used by the Town for the payment of Bond Requirements of the Bonds, including reasonable reserves for such Bonds or other Parity Bonds and for rebate of amounts to the United States Treasury with respect to such Bonds or Parity Bonds.

Section 611. Use of Remaining Revenues. After the payments hereinabove required to be made by Sections 602 through 610 hereof are made, any remaining Net Pledged Revenues in the Sewer Fund shall be used, first, for any one or any combination of reasonably necessary purposes and in the Board's discretion relating to the operation, improvement or debt management of the System and, second, to the extent of any remaining surplus, for any one or any combination of lawful purposes as the Board may from time to time conclusively determine.

ARTICLE VII

GENERAL ADMINISTRATION

Section 701. Administration of Accounts. The special accounts designated in Articles V and VI hereof shall be administered as provided in this Article (but not any account under Section 1201 hereof).

Section 702. Places and Times of Deposits. Except as hereinafter provided, each of such special accounts shall be maintained by the Town as a book account and kept separate from all other accounts as a trust account solely for the purposes herein designated therefor. The moneys accounted for in such special book accounts may be in one or more bank accounts in one or more Commercial Banks. Each such bank account shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall not be a Business Day, then such payment shall be made on or before the next preceding Business Day. Moneys shall be deposited with the Paying Agent for the Bonds not less than (a) three Business Days prior to each interest payment date and each maturity or mandatory Redemption Date, if funds are delivered by wire transfer, or (b) five Business Days prior to each payment date if funds are delivered by another method of payment, in immediately available amounts sufficient to pay the Bond Requirements then becoming due on the Outstanding Bonds.

Section 703. Investment of Moneys. Any moneys in the Project Fund, the Sewer Fund, the Bond Fund, the Reserve Fund, and the Rebate Fund that are not needed for immediate use shall be invested or reinvested by the Finance Director in Investment Securities. All such investments shall (a) either be subject to redemption at any time at a fixed value by the holder thereof at the option of such holder, or (b) mature not later than the estimated date or respective dates on which the proceeds are to be expended as estimated by the Finance Director at the time of such investment or reinvestment; provided that (1) Investment Securities credited to the Reserve Fund shall not mature later than ten years from the date of such investment or reinvestment and (2) collateral securities of any Investment Securities may have a maturity of more than five years from the date of purchase thereof. For the purpose of any such investment or reinvestment, Investment

Securities shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations.

Section 704. Accounting for Investments. The Investment Securities so purchased as an investment or reinvestment of moneys in any such account hereunder shall be deemed at all times to be a part of the account. Any interest or other gain from any investments and reinvestments of moneys accounted for in the Sewer Fund, the Project Fund, the Bond Fund, and the Rebate Fund shall be credited to such fund, and any loss resulting from any such investments or reinvestments of moneys accounted for in the Sewer Fund, the Project Fund, the Bond Fund, the Reserve Fund, and the Rebate Fund shall be charged or debited to such fund.

Any interest or other gain from any investment or reinvestment of moneys accounted for in the Reserve Fund (a) shall be credited to the Rebate Fund or the Bond Fund, at the discretion of the Finance Director, if the amount credited to the Reserve Fund immediately after such credit to the Rebate Fund or the Bond Fund is not less than the Reserve Fund Requirement and (b) if the amount credited to the Reserve Fund is less than the Reserve Fund Requirement, shall be credited to the Reserve Fund (up to the amount of the deficiency).

No loss or profit in any account on any investments or reinvestments in Investment Securities shall be deemed to take place as a result of market fluctuations of the Investment Securities prior to the sale or maturity thereof. In the computation of the amount in any account for any purpose hereunder, except as herein otherwise expressly provided or for rebate purposes, as described in the Tax Compliance Certificate, Investment Securities shall be valued at the cost thereof (including any amount paid as accrued interest at the time of purchase of the obligation); provided that any time or demand deposits shall be valued at the amounts deposited, in each case exclusive of any accrued interest or any other gain to the Town until such gain is realized by the presentation of matured coupons for payment or otherwise.

Section 705. Redemption or Sale of Investment Securities. The Finance Director shall present for redemption or sale on the prevailing market at the best price obtainable any Investment Securities so purchased as an investment or reinvestment of moneys in the account whenever it shall be necessary in order to provide moneys to meet any withdrawal, payment or transfer from such account. Neither the Finance Director nor any other officer, employee, or agent of the Town shall be liable or responsible for any loss resulting from any such investment or reinvestment made in accordance with this Ordinance.

Section 706. Character of Funds. The moneys in any account designated in Articles V and VI hereof shall consist either of lawful money of the United States or Investment Securities, or both such money and such Investment Securities. Moneys deposited in a demand or time deposit account in a bank or savings and loan association, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

Section 707. Payment of Bond Requirements. The moneys credited to any fund or account designated in Article VI hereof for the payment of the Bond Requirements of any Bonds shall be used without requisition, voucher, warrant, further order or authority (other than as contained herein), or any other preliminaries, to promptly pay the Bond Requirements of any Bonds payable from such fund or account as such amounts are due, except to the extent any other moneys are available therefor.

ARTICLE VIII

SECURITIES LIENS AND ADDITIONAL SECURITIES

Section 801. Lien on Bonds. The Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Net Pledged Revenues on a parity with the lien of the Net Pledged Revenues of any Parity Bonds, but junior and subordinate to the lien thereon of the Senior Bonds.

Section 802. Equality of Bonds. Except as expressly provided herein with respect to the Senior Bonds, the Bonds and any Parity Bonds hereafter authorized to be issued and from time to time Outstanding are equitably and ratably secured by a lien on the Net Pledged Revenues and shall not be entitled to any priority one over one another in the application of the Net Pledged Revenues regardless of the time or times of the issuance of the Bonds and any other such Parity Bonds, it being the intention of the Board that there shall be no priority among the Bonds and any such Parity Bonds regardless of the fact that they may be actually issued and delivered at different times, except that (a) moneys in the Project Fund, the Bond Fund and the Reserve Fund shall secure only the Bonds and the moneys in any acquisition, bond, reserve or similar funds established for Parity Bonds shall secure only such Parity Bonds and (b) Parity Bonds may have a lien on Net Pledged Revenues on a parity with the lien thereon of the Bonds even if no reserve fund is established for such Parity Bonds or a reserve fund is established but with a different requirement as to the amount of moneys (or the value of a reserve fund insurance policy with respect to such Parity Bonds) required to be on deposit therein or the manner in which such reserve fund is funded or the period of time over which such reserve fund is funded.

Section 803. Issuance of Parity Bonds. Nothing herein prevents the issuance by the Town of additional securities payable from the Net Pledged Revenues and constituting a lien thereon on a parity with, but not prior nor superior to, the lien thereon of the Bonds, subject to the prior written consent of the Initial Purchaser for the issuance of any additional securities (Senior or Parity); but before any such additional Parity Bonds, except as provided in Section 808, are authorized or actually issued all of the following conditions must be satisfied:

A. Absence of Default. At the time of the adoption of the ordinance authorizing the issuance of the additional securities, the Town shall not be in default in making any payments required by Article VI hereof or by other Parity Bond Ordinances.

B. Historic Earnings Test. The Net Pledged Revenues for any consecutive 12-month period within the 18 months immediately preceding the date of issuance of the additional Parity Bonds shall not be less than the sum of (a) 125% of the Combined Maximum Annual Principal and Interest Requirements of the Outstanding Bonds, any Outstanding Parity Bonds and the Parity Bonds proposed to be issued.

C. Adjustment of Gross Pledged Revenues. In any computation under paragraph B of this Section, the amount of the Gross Pledged Revenues for the applicable period shall be decreased and may be increased by the amount of loss or gain conservatively estimated by an Independent Accountant, Independent Engineer or the Finance Director, as the case may be, which results from any changes which became effective not less than 60 days prior to the last day of the period for which Gross Pledged Revenues are determined, in any schedule of fees, rates and other charges constituting Gross Pledged Revenues based on the number of users during the applicable period as if such modified schedule of fees, rates and other charges shall have been in effect during such entire time period. However, the Gross Pledged Revenues need not be decreased by the amount of any such estimated loss to the extent the Independent Accountant, the Independent Engineer or the Finance Director estimates the loss is temporary in nature or will be offset within a reasonable temporary period by an increase in revenues or a reduction in Operation and Maintenance Expenses not otherwise included in the calculations under this Section, and estimates any loss under this sentence will not at any time materially and adversely affect the Town's apparent ability to comply with the rate maintenance covenant stated in Section 921 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

D. Reduction of Annual Requirements. The respective annual Bond Requirements (including as such the required amount of any prior redemption premiums due on any Redemption Date) shall be reduced to the extent such Bond Requirements are scheduled to be paid in each of the respective Fiscal Years with moneys held in trust or in escrow for that purpose by any Trust Bank, including the known minimum yield from any investment in Federal Securities and any bank deposits, including any certificate of deposit.

E. Consideration of Additional Expenses. In determining whether or not additional Parity Bonds may be issued as aforesaid, consideration shall be given to any probable increase (but not reduction) in the Operation and Maintenance Expenses of the System as estimated by the

Finance Director that will result from the expenditure of the funds proposed to be derived from the issuance and sale of the additional securities; but the Finance Director may reduce any such increase in Operation and Maintenance Expenses by the amount of any increase in revenues or any reduction in Operation and Maintenance Expenses resulting from the Capital Improvements to which such expenditure relates and not otherwise included in the calculations under this Section, if the Finance Director also opines that any such increase in revenues or reduction in any such increase in Operation and Maintenance Expenses will not materially and adversely affect the Town's apparent ability to comply with the rate maintenance covenant stated in Section 921 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

Section 804. Certification of Revenues. A written certificate or written opinion by the Finance Director under paragraph B of Section 803 hereof that such annual revenues, when adjusted as hereinabove provided in paragraphs C, D, and E of Section 803 hereof, are sufficient to pay such amounts, as provided in paragraph B of Section 803 hereof, shall be conclusively presumed to be accurate in determining the right of the Town to authorize, issue, sell and deliver additional securities on a parity with the Bonds.

Section 805. Senior Securities Permitted. Nothing herein prevents the Town from issuing additional securities payable from the Net Pledged Revenues and having a lien thereon senior to the lien thereon of the Bonds subject to the requirements of the Senior Ordinance.

Section 806. Subordinate Securities Prohibited. Nothing herein permits the Town to issue additional securities payable from the Net Pledged Revenues and having a lien thereon junior, subordinate and inferior to the lien thereon of the Bonds.

Section 807. Use of Proceeds. The proceeds of any Parity Bonds or other securities payable from any Net Pledged Revenues shall be used only to finance Capital Improvements and/or to refund all or any portion of the Bonds, Parity Bonds, or other securities payable from Net Pledged Revenues, regardless of the priority or the lien of such securities on Net Pledged Revenues.

Section 808. Issuance of Refunding Securities. The Town may issue any refunding securities payable from Net Pledged Revenues to refund any Outstanding Bonds, Parity Bonds or any Subordinate Securities heretofore or hereafter issued, with such details as the Board may by ordinance provide so long as there is no material impairment of any contractual obligation imposed

upon the Town by any proceedings authorizing the issuance of any unrefunded portion of such Outstanding securities of any one or more issues; but so long as the Bonds, or any part thereof, are Outstanding, refunding securities payable from Net Pledged Revenues may be issued on a parity with the unrefunded Bonds only if:

A. Prior Consent. The Town first receives the consent of the Owner or Owners of the unrefunded portion of the Bonds; or

B. Requirements Not Increased. The Combined Maximum Annual Principal and Interest Requirements for the Bonds and Parity Bonds Outstanding immediately after the issuance of the refunding securities is not greater than the Combined Maximum Annual Principal and Interest Requirements for all Bonds and Parity Bonds Outstanding immediately prior to the issuance of the refunding securities and the lien of any refunding Parity Bonds on the Net Pledged Revenues is not raised to a higher priority than the lien thereon of any securities thereby refunded; or

C. Earnings Test. The refunding securities are issued in compliance with paragraph B of Section 803 hereof.

ARTICLE IX

PROTECTIVE COVENANTS

Section 901. General. The Town hereby covenants and agrees with the Owners of the Bonds and makes provisions which shall be a part of its contract with such Owners to the effect and with the purpose set forth in the following Sections of this Article.

Section 902. Performance of Duties. The Town, acting by and through the Board or otherwise, shall faithfully and punctually perform, or cause to be performed, all duties with respect to the Gross Pledged Revenues and the System required by the Constitution and laws of the State and the various ordinances of the Town, including, without limitation, the making and collection of reasonable and sufficient fees, rates and other charges for services rendered or furnished by or from the use of the System, as herein provided, and the proper segregation of the proceeds of the Bonds and of any securities hereafter authorized and the Gross Pledged Revenues and their application from time to time to the respective accounts provided therefor.

Section 903. Contractual Obligations. The Town shall reasonably perform all contractual obligations undertaken by it under any agreements relating to the Bonds, the Gross Pledged Revenues, the Project, or the System, or any combination thereof, with any other Persons.

Section 904. Further Assurances. At any and all times the Town shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be reasonably necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Gross Pledged Revenues, and other moneys and accounts hereby pledged or assigned, or intended to be pledged or assigned, or which the Town may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance and to comply with any instrument of the Town amendatory thereof, or supplemental thereto. The Town, acting by and through the Board, or otherwise, shall at all times, to the extent permitted by law, reasonably defend, preserve and protect the pledge of the Gross Pledged Revenues and other moneys and accounts pledged hereunder and all the rights of every Owner of any Bond hereunder against all claims and demands of all Persons whomsoever.

Section 905. Conditions Precedent. Upon the date of issuance of the Bonds, all conditions, acts and things required by the Federal or State Constitution, the Enterprise Act, the

Supplemental Public Securities Act, and this Ordinance, or any other applicable law to exist, to have happened and to have been performed precedent to or in the issuance of the Bonds shall exist, have happened, and have been performed; and the Bonds, together with all other obligations of the Town, shall not contravene any debt or other limitation prescribed by the State Constitution.

Section 906. Efficient Operation and Maintenance. The Town shall at all times operate the System properly and in a sound and economical manner; and the Town shall maintain, preserve and keep the same properly or cause the same to be so maintained, preserved and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted. All salaries, fees, wages and other compensation paid by the Town in connection with the maintenance, repair and operation of the System shall be reasonable and proper.

Section 907. Rules, Regulations and Other Details. The Town, acting by and through the Board, shall establish and enforce reasonable rules and regulations governing the operation, use and services of the System. The Town shall observe and perform all of the terms and conditions contained in this Ordinance and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the System or to the Town, except for any period during which the same are being contested in good faith by proper legal proceedings.

Section 908. Payment of Governmental Charges. The Town shall pay or cause to be paid all taxes and assessments or other governmental charges, if any, lawfully levied or assessed upon or in respect of the System, or upon any part thereof, or upon any portion of the Gross Pledged Revenues, when the same shall become due, and shall duly observe and comply with all valid requirements of any governmental authority relative to the System or any part thereof, except for any period during which the same are being contested in good faith by proper legal proceedings. The Town shall not create or suffer to be created any lien upon the System, or any part thereof, or upon the Gross Pledged Revenues, except the pledge and lien created by this Ordinance for the payment of the Bond Requirements of the Bonds and except as herein otherwise permitted. The Town shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the

System, or any part thereof, or the Gross Pledged Revenues; but nothing herein requires the Town to pay or cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

Section 909. Protection of Security. The Town, the officers, agents and employees of the Town, and the Board shall not take any action in such manner or to such extent as might materially prejudice the security for the payment of the Bond Requirements of the Bonds, the Parity Bonds, and any other securities payable from the Net Pledged Revenues according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any Owner of any Bond or other security payable from Net Pledged Revenues might be prejudicially and materially impaired or diminished.

Section 910. Prompt Payment of Bonds. The Town shall promptly pay the Bond Requirements of the Bonds at the places, on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

Section 911. Use of Bond and Reserve Funds. The Bond Fund and the Reserve Fund shall be used solely and only, and the moneys credited to such accounts are hereby pledged, for the purpose of paying the Bond Requirements of the Bonds to their respective maturities or any Redemption Date or Dates, subject to the provisions of Sections 605, 606, 607, 608, 609, 703 and 1201 hereof.

Section 912. Other Liens. To the best of the Town's actual knowledge, other than as provided herein, there are no liens or encumbrances of any nature whatsoever on or against the System, or any part thereof, or on or against the Gross Pledged Revenues on a parity with or superior to the lien thereon of the Bonds.

Section 913. Corporate Existence. The Town shall maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities, duties and immunities of the Town and is obligated by law to operate and maintain the System and to fix and collect the Gross Pledged Revenues as herein provided without adversely and materially affecting at any time the privileges and rights of any Owner of any Outstanding Bond.

Section 914. Disposal of System Prohibited. Except for the use of the System and services pertaining thereto in the normal course of business, or as provided in Section 915 hereof, neither all nor a substantial part of the System shall be sold, leased, mortgaged, pledged,

encumbered, alienated or otherwise disposed of, until all the Bonds have been paid in full, as to all Bond Requirements, or unless provision has been made therefor, or until the Bonds have otherwise been redeemed, including, without limitation, the termination of the pledge as herein authorized; and the Town shall not dispose of its title to the System or to any useful part thereof, including any property necessary to the operation and use of the System and the lands and interests in lands comprising the sites of the System, except as provided in Section 915 hereof.

Section 915. Disposal of Unnecessary Property. The Town at any time and from time to time may sell, exchange, lease or otherwise dispose of any property constituting a part of the System and not useful in the construction, reconstruction or operation thereof, or which shall cease to be necessary for the efficient operation of the System, or which shall have been replaced by other property of at least equal value. Any proceeds of any such sale, exchange, lease or other disposition received and not used to replace such property so sold or so exchanged or otherwise so disposed of, shall be deposited by the Town in the Sewer Fund or into a special book account for the betterment, enlargement, extension, other improvement and equipment of the System, or any combination thereof, as the Board may determine, provided that any proceeds of any such lease received shall be deposited by the Town as Gross Pledged Revenues in the Sewer Fund.

Section 916. Competing System. So long as any of the Bonds are Outstanding, the Town shall not grant any franchise or license to any competing facilities so that the Gross Pledged Revenues shall not be sufficient to satisfy the covenant in Section 921 hereof.

Section 917. Loss From Condemnation. If any part of the System is taken by the exercise of the power of eminent domain, the amount of any award received by the Town as a result of such taking shall be paid into the Sewer Fund or into a capital improvement account pertaining to the System for the purposes thereof, or, applied to the redemption of the Outstanding Bonds and any Outstanding Parity Bonds relating thereto, all as the Town may determine.

Section 918. Employment of Management Engineers. If the Town defaults in paying the Bond Requirements of the Bonds, the Parity Bonds, and any other securities payable from the Gross Pledged Revenues promptly as the same fall due, or an Event of Default has occurred and is continuing, or if the Net Pledged Revenues in any Fiscal Year fail to equal at least the amount of the Bond Requirements of the Outstanding Bonds, Parity Bonds, and any other securities (including all reserves therefor specified in the authorizing proceedings, including, without limitation, this Ordinance) payable from the Net Pledged Revenues in that Fiscal Year, the Town

shall retain a firm of competent management engineers skilled in the operation of such facilities to assist the management of the System so long as such default continues or so long as the Net Pledged Revenues are less than the amount hereinabove designated in this Section.

Section 919. Budgets. The Board and officials of the Town shall annually and at such other times as may be provided by law prepare and adopt a budget pertaining to the System.

Section 920. Reasonable and Adequate Charges. While the Bonds remain Outstanding and unpaid, the fees, rates and other charges due to the Town for the use of or otherwise pertaining to and services rendered by the System to the Town, to its inhabitants and to all other users within and without the boundaries of the Town shall be reasonable and just, taking into account and consideration public interests and needs, the cost and value of the System, the Operation and Maintenance Expenses thereof, and the amounts necessary to meet the Bond Requirements of all Bonds, Parity Bonds, and any other securities payable from the Net Pledged Revenues, including, without limitation, reserves and any replacement accounts therefor.

Section 921. Adequacy and Applicability of Charges. There shall be charged against users of service pertaining to and users of the System, including the Town, except as provided by Section 922 hereof, such fees, rates and other charges so that the Gross Pledged Revenues shall be adequate to meet the requirements of this and the preceding Sections hereof. Such charges pertaining to the System shall be at least sufficient so that the Gross Pledged Revenues annually are sufficient to pay in each Fiscal Year:

A. Operation and Maintenance Expenses. An amount equal to the annual Operation and Maintenance Expenses for such Fiscal Year,

B. Principal and Interest. An amount equal to 125% of both the principal and interest on the Bonds and any Parity Bonds then Outstanding payable from the Net Pledged Revenues in that Fiscal Year (excluding the reserves therefor), and

C. Deficiencies. Any amounts required to pay all sums, if any, due and owing to meet then existing deficiencies pertaining to any fund or account relating to the Gross Pledged Revenues or any securities payable therefrom.

Section 922. Limitations Upon Free Service. No free service or facilities shall be furnished by the System, except as hereinafter provided. If the Town elects to use for municipal purposes any wastewater facilities, or other services and facilities provided by the System or otherwise to use the System or any part thereof, any such use will be paid for from the Town's

general fund or from other available revenues other than Gross Pledged Revenues at the reasonable value of the use so made. All the income so derived from the Town shall be deemed to be income derived from the operation of the System, to be used and to be accounted for in the same manner as any other income derived from the operation of the System. Nothing in this Ordinance prohibits the Town from waiving any tap fee or development fee imposed as a condition for a user to connect to the System, so long as the user is a governmental body.

Section 923. Levy of Charges. The Town shall forthwith and in any event prior to the delivery of any of the Bonds, fix, establish and levy the fees, rates and other charges which are required by Section 921 of this Ordinance, if such action is necessary therefor. No reduction in any initial or existing rate schedule for the System may be made:

A. Proper Application. Unless the Town has fully complied with the provisions of Article VI of this Ordinance for at least the full Fiscal Year immediately preceding such reduction of the initial or any other existing rate schedule; and

B. Sufficient Revenues. Unless the audit required by the Independent Accountant by Section 927 hereof for the full Fiscal Year immediately preceding such reduction discloses that the estimated revenues resulting from the proposed rate schedule for the System, after the schedule's proposed reduction, shall be at least sufficient to produce the amounts required by Section 921 hereof.

Section 924. Collection of Charges. The Town shall use commercially reasonable best efforts to cause all fees, rates and other charges pertaining to the System to be collected as soon as is reasonable, shall reasonably prescribe and enforce rules and regulations or impose contractual obligations for the payment of such charges, and for the use of the System, and shall provide methods of collection and penalties, to the end that the Gross Pledged Revenues shall be adequate to meet the requirements of this Ordinance and any other ordinance supplemental thereto.

Section 925. Procedure for Collecting Charges. All bills for wastewater services or facilities and all other services or facilities furnished or served by or through the System shall be rendered to customers on a regularly established basis. The fees, rates and other charges due shall be collected in a lawful manner, including, without limitation, discontinuance of service.

Section 926. Maintenance of Records. So long as any of the Bonds and any Parity Bonds payable from the Gross Pledged Revenues remain Outstanding, proper books of record and account shall be kept by the Town, separate and apart from all other records and accounts.

Section 927. Audits Required. The Town, within 180 days following the close of each Fiscal Year, shall order an audit for the Fiscal Year of such books and accounts to be made forthwith by an Independent Accountant, and order an audit report showing the receipts and disbursements for each account pertaining to the System and the Gross Pledged Revenues.

Section 928. Accounting Principles. System records and accounts, and audits thereof, shall be currently kept and made, as nearly as practicable, in accordance with the then generally accepted accounting principles, methods and terminology followed and construed for utility operations comparable to the System, except as may be otherwise provided herein or required by applicable law or regulation or by contractual obligation existing on the effective date of this Ordinance.

Section 929. Insurance and Reconstruction. Except to the extent of any self-insurance, the Town shall at all times maintain with responsible insurers fire and extended coverage insurance, worker's compensation insurance, public liability insurance and all such other insurance as is customarily maintained with respect to utilities of like character against loss of or damage to the System and against loss of revenues and against public and other liability to the extent reasonably necessary to protect the interests of the Town and of each Owner of a Bond. If any useful part of the System shall be damaged or destroyed, the Town shall, as expeditiously as may be possible, commence and diligently proceed with the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be payable to the Town and (except for proceeds of any use and occupancy insurance) shall be applied to the necessary costs involved in such repair and replacement and to the extent not so applied shall (together with the proceeds of any such use and occupancy insurance) be deposited in the Sewer Fund by the Town as revenues derived from the operation of the System. If the costs of such repair and replacement of the damaged property exceed the proceeds of such insurance available for the payment of the same, moneys in the Sewer Fund may be used to the extent necessary for such purposes, as permitted by Section 611 hereof.

Section 930. Federal Income Tax Exemption. The Town covenants for the benefit of the Owners of the Bonds at any time Outstanding that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Town or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission (a) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes

under Section 103 of the Code, (b) would cause interest on the Bonds to become a specific preference item for purposes of federal alternative minimum tax under the Code, except as such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations or (c) would cause the Bonds and the income therefrom to lose their exemption from taxation, except inheritance, estate, and transfer taxes under present State law. In furtherance of this covenant, the Town agrees to comply with the procedures set forth in the Tax Compliance Certificate. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the Town in fulfilling the above covenant under the Code and Colorado law have been met.

B. Upon a Determination of Taxability, the Bonds shall bear interest at the Taxable Rate.

Section 931. Litigation Notice. The Town shall, promptly after the Town's obtaining knowledge thereof, notify the Initial Purchaser in writing of any action, suit or proceeding at law or in equity by or before any governmental instrumentality or other agency which (i) has remained unresolved for a period of 30 days from the commencement thereof and involves claims for damages or relief in an amount which would be likely to have a material adverse effect on the Pledged Revenue, or the Town's ability to perform its obligations under this Ordinance, or (ii) has resulted in a final judgment or judgments which would be likely to have such a material adverse effect.

Section 932. OFAC, PATRIOT Act Compliance. The Town shall, (i) refrain from doing business in a Sanctioned Country or with a Sanctioned Person in violation of the economic sanctions of the United States administered by OFAC, and (ii) provide, to the extent commercially reasonable, such information and take such actions as are reasonably requested by the Initial Purchaser in order to assist the Initial Purchaser in maintaining compliance with the PATRIOT Act.

ARTICLE X

PRIVILEGES, RIGHTS AND REMEDIES

Section 1001. Owners' Remedies. Each Owner of any Bond shall be entitled to all of the privileges, rights and remedies provided or permitted by this Ordinance, and as otherwise provided or permitted by law or in equity or by any statutes, except as provided in Sections 202 through 206 hereof, but subject to the provisions herein concerning the pledge of and the covenants and the other contractual provisions concerning the Gross Pledged Revenues and the proceeds of the Bonds.

Section 1002. Right to Enforce Payment. Nothing in this Article affects or impairs the right of any Owner of any Bond to enforce the payment of the Bond Requirements due in connection with such Person's Bond or the obligation of the Town to pay the Bond Requirements of each Bond to the Owner thereof at the time and the place expressed in the Bond.

Section 1003. Events of Default. Each of the following events is hereby declared an "Event of Default":

A. Nonpayment of Principal. Payment of the principal of any of the Bonds is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption, or otherwise;

B. Nonpayment of Interest. Payment of any installment of interest on any of the Bonds is not made when the same becomes due and payable;

C. Cross Defaults. The occurrence and continuance of an "event of default," as defined in any Parity Bond Ordinance or Senior Bond Ordinance;

D. Rating Event. The long-term, unenhanced rating on the Senior Bonds drops below Baa2/BBB by any rating agency rating such Senior Bonds or any rating is withdrawn or suspended for credit related reasons.

E. Failure to Reconstruct. The Town unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any part of the System which is destroyed or damaged and is not promptly repaired or replaced (whether such failure promptly to repair the same is due to impracticability of such repair or replacement or is due to a lack of moneys therefor or for any other reason), but it shall not be an Event of Default if such reconstruction is not essential to the efficient operation of the System;

F. Appointment of Receiver. An order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the Town appointing a receiver or receivers for the System or for the Gross Pledged Revenues and any other moneys subject to the lien to secure the payment of the Bonds, or if an order or decree having been entered without the consent or acquiescence of the Town is not vacated or discharged or stayed on appeal within 60 days after entry; and

G. Default of Any Provision. The Town defaults in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Ordinance on its part to be performed, and such default continues for 60 days after written notice specifying such default and requiring the same to be remedied is given to the Town specifying the failure and requiring that it be remedied, which notice may be given by the Paying Agent in its discretion and shall be given by the Paying Agent at the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding.

Section 1004. Remedies for Defaults. Upon the happening and continuance of any Event of Default, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the Town and its agents, officers and employees to protect and to enforce the rights of any Owner of Bonds under this Ordinance by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted for the enforcement of any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any Owner of any Bond, or to require the Town to act as if it were the trustee of an expressed trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds. The Town shall not be liable for incidental, punitive, exemplary or consequential damages, or for lost profits, whether direct or indirect. Acceleration shall not be a remedy upon the happening or continuance of any Event of Default. Notwithstanding the foregoing provisions of this Section, nothing in this Ordinance shall

act as or be deemed to be a waiver by the Town of the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as now or hereafter amended.

Upon the determination that an Event of Default has occurred, the Bonds shall bear interest at the Default Rate.

Section 1005. Receiver's Rights and Privileges. Any receiver appointed in any proceedings to protect the rights of such Owners hereunder, the consent to any such appointment being hereby expressly granted by the Town, may enter and may take possession of the System, may operate and maintain the same, may prescribe fees, rates and other charges, and may collect, receive and apply all Gross Pledged Revenues arising after the appointment of such receiver in the same manner as the Town itself might do.

Section 1006. Rights and Privileges Cumulative. The failure of any Owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the Town, or any of its officers, agents or employees of any liability for failure to perform or carry out any duty, obligation or other commitment. Each right or privilege of any such Owner (or trustee thereof) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 1007. Duties upon Defaults. Upon the happening of any Event of Default, the Town shall do and perform all proper acts on behalf of and for the Owners of Bonds to protect and to preserve the security created for the payment of the Bonds and to ensure the payment of the Bond Requirements promptly as the same become due. While any Event of Default exists, except to the extent it may be unlawful to do so, all Gross Pledged Revenues shall be paid into the Bond Fund and into bond or similar funds established for any Parity Bonds then Outstanding, pro rata based upon the aggregate principal amount of the Bonds and Parity Bonds then Outstanding. If the Town fails or refuses to proceed as in this Section provided, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Bonds as hereinabove provided, and to that end any such Owners of the Outstanding Bonds shall be subrogated to all rights of the Town under any agreement, lease or other contract involving the System or the Gross Pledged Revenues entered into prior to the effective date of this Ordinance or thereafter while any of the Bonds are Outstanding.

ARTICLE XI

AMENDMENT OF ORDINANCE

Section 1101. Privilege of Amendments.

A. Except as hereafter provided, this Ordinance may be amended or supplemented by ordinances adopted by the Board in accordance with law, without receipt by the Town of any additional consideration, but with the written consent of the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding (or such higher percentage if required by a Parity Bond Ordinance) at the time of the adoption of such amendatory or supplemental ordinance excluding, pursuant to Section 405 hereof, any Bonds which may then be held or owned for the account of the Town. Notwithstanding the foregoing, no such ordinance shall permit:

(1) Changing Payment. A change in the maturity, terms of redemption or interest payment of any Outstanding Bond; or

(2) Reducing Return. A reduction in the principal amount of any Bond or the rate of interest thereon, without the consent of the Owner of the Bond; or

(3) Prior Lien. The creation of a lien upon or a pledge of revenues ranking prior, superior and senior to the lien or to the pledge created by this Ordinance; or

(4) Modifying Any Bond. A reduction of the principal amount or percentages or otherwise affecting the description of Bonds the consent of the Owners of which is required for any such modification or amendment; or

(5) Priorities Between Bonds The establishment of priorities as between Bonds issued and Outstanding; or

(6) Modification of Less Than All the Bonds. The modification of or otherwise affecting the rights of the Owners of less than all of the Outstanding Bonds.

B. Notwithstanding the foregoing provisions of this Section, this Ordinance and the rights and obligations of the Town and of the Owners of the Bonds may also be modified or amended at any time, without the consent of any Owners of the Bonds, but only to the extent permitted by law and only for any or all of the following purposes:

(1) to add to the covenants and agreements of the Town contained in this Ordinance other covenants and agreements thereafter to be observed;

(2) to subject to the covenants and agreements of the Town in this Ordinance additional System revenues, to be defined and treated as Gross Pledged Revenues, for the purpose of providing additional security for the Bonds and any Parity Bonds;

(3) to provide for the appointment of a new Paying Agent;

(4) to make such provisions for the purpose of curing any ambiguity or of curing or correcting any formal defect or omission in this Ordinance, or in regard to questions arising under this Ordinance, as the Town may deem necessary or desirable, and which shall not adversely affect the interests of the Owners of the Bonds; or

(5) in order to preserve or protect the excludability from gross income for federal income tax purposes of the interest allocable to the Bonds.

Section 1102. Notice of Amendment. Whenever the Board proposes to amend or modify this Ordinance under the provisions of this Article, it shall cause notice of the proposed amendment to be mailed to Owners of all Outstanding Bonds at their addresses as the same last appear on the registration records maintained by the Paying Agent. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory ordinance is on file with the office of the Town Clerk for public inspection.

Section 1103. Time for Amendment. If the ordinance is required to be consented to by the Owners of the Bonds, whenever at any time within one year from the date of the giving of such notice there shall be filed with the office of the Town Clerk an instrument or instruments executed by the Owners of at least a majority of aggregate principal amount of the Bonds then Outstanding (or such higher percentage if required by a Parity Bond Ordinance), which instrument or instruments shall refer to the proposed amendatory ordinance described in such notice and shall specifically consent to and approve the adoption of such ordinance, the Board may adopt such amendatory ordinance and such ordinance shall become effective. If the ordinance is not required to be consented to by the Owners of the Bonds, the amendatory ordinance may be adopted by the Board at any time.

Section 1104. Binding Consent to Amendment. If the Owners of not less than a majority of aggregate principal amount of the Bonds then Outstanding at the time of the adoption of such amendatory ordinance requiring consent of the Owners of the Bonds (or such higher percentage if required by a Parity Bond Ordinance), or the predecessors in title of such Owners, shall have consented to and approved the adoption thereof as herein provided, no Owner of any Bond,

whether or not such Owner shall have consented to or shall have revoked any consent as in this Article provided, shall have any right or interest to object to the adoption of such amendatory ordinance or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the Town from taking any action pursuant to the provisions thereof.

Section 1105. Time Consent Binding. Any consent given by the Owner of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of six months from the date of the giving of the notice above provided for and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of such giving of such notice by the Owner who gave such consent or by a successor in title by filing notice of such revocation with the Town Clerk, but such revocation shall not be effective if the Owners of not less than a majority of aggregate principal amount of the Bonds then Outstanding (or such higher percentage if required by a Parity Bond Ordinance) as in this Article provided, prior to the attempted revocation, consented to and approved the amendatory ordinance referred to in such revocation.

Section 1106. Unanimous Consent. Notwithstanding anything in the foregoing provisions of this Article, the terms and provisions of this Ordinance or of any ordinance amendatory thereof or supplemental thereto and the rights and the obligations of the Town and of the Owners of the Bonds thereunder may be modified or amended in any respect upon the adoption by the Town and upon the filing with the Town Clerk of an ordinance to that effect and with the consent of the Owners of all the then Outstanding Bonds, such consent to be given as provided in Section 1103 hereof; and no notice to Owners of Bonds shall be required as provided in Section 1102 hereof, nor shall the time of consent be limited except as may be provided in such consent.

Section 1107. Exclusion of Town's Bonds. At the time of any consent or of other action taken under this Article, the Town shall furnish to the Town Clerk a certificate of the Finance Director, upon which the Town may rely, describing all Bonds to be excluded for the purpose of consent or of other action or of any calculation of Outstanding Bonds provided for in this Article, and the Town shall not be entitled with respect to such Bonds to give any consent or to take any other action provided for in this Article, as provided in Section 405 hereof.

Section 1108. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the Board as to such action; and after the approval of such notation,

then upon demand of the Owner of any Bond Outstanding and upon presentation of such Person's Bond for that purpose at the principal office of the Paying Agent, suitable notation shall be made on such Bond by the Paying Agent as to any such action. If the Board so determines, new Bonds, so modified as in the opinion of the Board conform to such action, shall be prepared, executed, authenticated and delivered; and upon demand of the Owner of any Bond then Outstanding, shall be exchanged without cost to such Owner for Bonds then Outstanding upon surrender of such Bonds.

Section 1109. Proof of Instruments and Bonds. The fact and date of execution of any instrument under the provisions of this Article, the amount and number of the Bonds held by any Person executing such instrument, and the date of such Person's holding the same may be proved as provided by Section 1203 hereof.

ARTICLE XII

MISCELLANEOUS

Section 1201. Defeasance. If, when the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), together with all other sums payable hereunder, then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall prior to the maturity or Redemption Date thereof be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case said Bond is to be redeemed on any date prior to its maturity, the Town shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 404 hereof, notice of redemption of such Bond on said Redemption Date, such notice to be given in accordance with the provisions of Section 404 hereof, (b) there shall have been deposited with the Paying Agent or other Trust Bank either moneys in an amount which shall be sufficient, and/or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other Trust Bank at the same time, shall be sufficient to pay when due the Bond Requirements due and to become due on said Bond on and prior to the Redemption Date or maturity date thereof, as the case may be, and (c) in the event said Bond is not by its terms subject to redemption within the next 60 days, the Town shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 404 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other Trust Bank and that payment of said Bond has been provided for in accordance with this Section and stating such maturity or Redemption Date upon which moneys are to be available for the payment of the Bond Requirements of said Bond. Neither such securities nor moneys deposited with the Paying Agent or other Trust Bank pursuant to this Section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond Requirements of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other Trust Bank, if not then needed

for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the Bond Requirements to become due on said Bond on or prior to such Redemption Date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other Trust Bank.

In the event that any Bond is deemed to have been paid and defeased in accordance with (b) of the preceding paragraph, then in connection therewith, the Town shall cause to be delivered a verification report of an independent nationally recognized certified public accountant. If a forward supply contract is employed in connection with the refunding, (1) such verification report shall expressly state that the adequacy of the escrow to accomplish the refunding relies solely on the initial escrowed investments and the maturing principal thereof and interest income thereon and does not assume performance under or compliance with the forward supply contract, and (2) the applicable escrow agreement shall provide that in the event of any discrepancy or difference between the terms of the forward supply contract and the escrow agreement (or the authorizing ordinance, if no separate escrow agreement is utilized), the terms of the escrow agreement or authorizing ordinance, if applicable, shall be controlling.

The release of the obligations of the Town under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to all Bonds then Outstanding, this Ordinance may be discharged in accordance with the provisions of this Section but the liability of the Town in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other Trust Bank as provided in this Section.

Section 1202. Delegated Powers. The officers and employees of the Town be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. Final Certificates. the execution of such certificates and closing documents as may be reasonably required by the Initial Purchaser or Bond Counsel;

B. Paying Agent Agreement. the execution and delivery of an agreement with the Paying Agent necessary or desirable to evidence the acceptance by the Paying Agent of its duties hereunder;

C. Term Sheet. the execution and delivery of any term sheet or agreement required by the Initial Purchaser; and

D. Electronic Signatures. the use of electronic signatures to execute any of the documents described in this Section 1202 or elsewhere in this Ordinance as authorized by Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.

Section 1203. Evidence of Bond Owners. Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by the Owners of any Bonds may be in one or more instruments of similar tenor and shall be signed or shall be executed by each such Owner in person or by such Person's attorney appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner:

A. Proof of Execution. The fact and the date of the execution by any Owner of any Bonds or such Person's attorney of such instrument may be established by a certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the Town Manager or Finance Director or Town Clerk or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the individual signing such request or other instrument acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate Owner of any securities may be established without further proof if such instrument is signed by an individual purporting to be the president or vice-president of such corporation with a corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if

such instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity; and

B. Proof of Holdings. The amount of Bonds held by any Person and the numbers, date and other identification thereof, together with the date of such Person's holding the Bonds, shall be proved by the registration records maintained by the Paying Agent.

Section 1204. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the Town, the Paying Agent, and the Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the Town shall be for the sole and exclusive benefit of the Town, the Paying Agent, and the Owners of the Bonds.

Section 1205. Notices. Except as otherwise may be provided in this Ordinance, all notices, certificates, requests or other communications pursuant to this Ordinance shall be in writing and shall be sufficiently given and shall be deemed given by personal delivery, or when mailed by first class mail, and either delivered or addressed as follows:

If to the Town at:

Town of Windsor
301 Walnut Street
Windsor, Colorado 80550
Attention: Finance Director

If to the Paying Agent at:

UMB Bank, n.a.
1670 Broadway
Denver, CO 80202
Attention: Corporate Trust and Escrow Services

Any of the foregoing Persons may, by notice given hereunder to each of the other Persons, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 1206. No Rating, CUSIP Numbers or Securities Depository. The Bonds have not been, and are not expected to be, rated by a nationally recognized organization which regularly rates such obligations, assigned CUSIP numbers, marketed pursuant to any Official Statement,

Offering Memorandum or any other disclosure documents, or registered with or made eligible for registration with any securities depository, including but not limited to The Depository Trust Company, New York, New York. At the request of the Initial Purchaser, the Bonds may be assigned CUSIP numbers or made eligible for registration with any securities depository, including but not limited to The Depository Trust Company, New York, New York, and the Mayor, the Town Manager and the Finance Director are each independently authorized to execute such additional agreements or certificates as may be necessary in connection therewith.

Section 1207. Business Days. If the date for making any payment or the last date for performance of any act or the exercising of any rights, as provided in this Ordinance, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

Section 1208. Effective Date. This Ordinance shall be in full force and effect thirty days after final publication.

Section 1209. Disposition of Ordinance. This Ordinance, as adopted by the Board, shall be numbered and recorded by the Town Clerk in the official records of the Town. The adoption and publication shall be authenticated by the signatures of the Mayor and Town Clerk, and by the certificate of publication.

Section 1210. Electronic Signatures; Electronic Transactions. In the event the Mayor, Mayor Pro Tem, Town Clerk, Town Manager, Finance Director or other employee or official of the Town that is authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the "Authorized Documents") is not able to be physically present to manually sign any such Authorized Document, such individual or individuals are hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid

counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1211. Governing Law; Jurisdiction; Venue. This Ordinance shall be interpreted and enforced in accordance with and governed by the laws of the State. Venue for state court actions shall be in the district court in Weld County, Colorado, and venue for federal court actions shall be in the United States District Court for the District of Colorado.

Section 1213. Waiver of Jury Trial. To the extent permitted by applicable law, the Town and the Initial Purchaser hereby waive any and all rights to a trial by jury in any legal proceedings arising out of or relating to this Ordinance or the transactions contemplated thereby.

Section 1214. No Advisory of Fiduciary Role. The Town acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Town and the Initial Purchaser and its affiliates, (ii) in connection with such transaction, the Initial Purchaser and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the Town, (iii) the Initial Purchaser and its affiliates are relying on the bank exemption in the Municipal Advisor Rules, (iv) the Initial Purchaser and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Town with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Initial Purchaser, or any affiliate of the Initial Purchaser, has provided other services or advised, or is currently providing other services or advising the Town on other matters), (v) the Initial Purchaser and its affiliates have financial and other interests that differ from those of the Town, and (vi) the Town has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

Section 1215. Continuing Disclosure Obligations. In connection with the Town's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Undertaking") entered into by the Town on and after February 27, 2019, pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), the Initial Purchaser acknowledges that the Town may be required to file with EMMA notice that the Town has incurred obligations pursuant to the bond documents and notice of certain subsequent events reflecting financial difficulties in connection with the Bonds. The Town agrees

that they shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted sensitive or confidential information about the Initial Purchaser or its affiliates: address and account information of the Initial Purchaser or its affiliates; e-mail addresses; telephone numbers; fax numbers; names and signatures of officers; employees and signatories of the Initial Purchaser or its affiliates; or any account information unless otherwise required for compliance with the Rule or otherwise required by law. The Town acknowledges that the Initial Purchaser is not responsible for the Town's compliance or noncompliance with the Rule or any Continuing Disclosure Undertaking.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED IN FULL THIS 13TH DAY OF APRIL, 2026.

TOWN OF WINDSOR, COLORADO

Mayor

(SEAL)

ATTEST:

Town Clerk

INTRODUCED, READ ON SECOND READING, ADOPTED AND ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE THIRTY DAYS FOLLOWING THE DATE OF SECOND PUBLICATION THIS 27TH DAY OF APRIL, 2026.

TOWN OF WINDSOR, COLORADO

Mayor

(SEAL)

ATTEST:

Town Clerk

EXHIBIT A
(FORM OF BOND)

UNITED STATES OF AMERICA

STATE OF COLORADO **COUNTIES OF LARIMER AND WELD**

TOWN OF WINDSOR, COLORADO
SUBORDINATE WASTEWATER ENTERPRISE REVENUE BOND
SERIES 2026

No. R- $_____

INTEREST RATE	MATURITY DATE	DATED AS OF	CUSIP
_____%	August 15, 20[__]	[Date of Delivery]	n/a

REGISTERED OWNER: [PNC BANK, NATIONAL ASSOCIATION]

PRINCIPAL AMOUNT: _____ DOLLARS

The Town of Windsor, Colorado (the "Town"), in the Counties of Larimer and Weld and State of Colorado (the "State"), for value received, hereby promises to pay to the registered owner specified above, or registered assigns, upon the presentation and surrender of this Bond, solely from the special funds provided therefor, as hereinafter set forth, the principal amount set forth above on the maturity date specified above (unless this Bond shall have been called for prior redemption, in which case on the Redemption Date) and to pay solely from such special funds interest hereon at the interest rate per annum specified above, payable semiannually on February 15 and August 15 in each year, commencing on August 15, 2026, until the principal amount is paid or payment has been provided for, as described in an ordinance adopted by the Board of Trustees of the Town on April 27, 2026 (the "Ordinance"), as supplemented by the Sale Certificate. This is one of an authorized series of bonds issued under the Ordinance (the "Bonds"). The Bonds are all issued under and equally and ratably secured by and entitled to the security of the Ordinance. To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Ordinance. This Bond bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Ordinance, as supplemented by the Sale Certificate.

Reference is made to the Ordinance and to all Ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, rights, duties and obligations of the Town, the Paying Agent, the rights of the Owners of

the Bonds, the events of defaults and remedies, the circumstances under which any Bond is no longer Outstanding, the issuance of additional bonds and the terms on which such additional bonds may be issued under and secured by the Ordinance, the ability to amend the Ordinance, and to all the provisions of which the Owner hereof by the acceptance of this Bond assents.

THE BONDS ARE ISSUED PURSUANT TO AND IN FULL COMPLIANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO, AND PURSUANT TO THE CHARTER AND THE ORDINANCE. THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE TOWN, SECURED BY THE NET PLEDGED REVENUES. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION DEBT OF THE TOWN, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NEITHER THE TOWN, THE STATE NOR ANY OF THE POLITICAL SUBDIVISIONS THEREOF IS LIABLE THEREFOR. NEITHER THE MEMBERS OF THE TOWN BOARD OF THE TOWN NOR ANY PERSONS EXECUTING THIS BOND SHALL BE PERSONALLY LIABLE FOR THIS BOND.

It is certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the Town in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution of the State, with the Charter of the Town, and with the Ordinance and any ordinances supplemental thereto; and that this Bond does not contravene any Constitutional, or statutory or Charter limitation.

It is also certified, recited and warranted that the Bonds are issued under the authority of the Town Charter; Title 37, Article 45.1, C.R.S.; and Title 11, Article 57, Part 2, C.R.S., and in full conformity therewith. Pursuant to Section 11-57-210, C.R.S., this recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds and the Bonds shall be incontestable for any cause whatsoever after their delivery for value.

Payment of the principal of and interest of the Bonds shall be made solely from the Net Pledged Revenues. The Net Pledged Revenues are irrevocably (but not exclusively) pledged as security for such payment pursuant to the Ordinance which such lien is at all times subordinate and junior to the lien on the Senior Bonds.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the certificate of authentication hereon shall have been duly executed by the Paying Agent.

IN WITNESS WHEREOF, the Town has caused this Bond to be signed and executed in its name and upon its behalf with the facsimile signature of its Mayor, has caused the facsimile of the seal of the Town to be affixed hereon and has caused this Bond to be signed, executed and attested with the facsimile signature of its Town Clerk, all as of the date specified above.

By_____(For Facsimile Signature)_____
MAYOR

(FACSIMILE SEAL)

Attest:

___(For Facsimile Signature)___
TOWN CLERK

(FORM OF CERTIFICATE OF AUTHENTICATION)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Bond Ordinance, and this Bond has been duly registered on the registration records kept by the undersigned as Paying Agent for such Bonds.

UMB Bank, n.a., as Paying Agent

By: _____
Authorized Signatory

Date of Authentication and Registration:

_____

(END OF FORM OF PAYING AGENT'S CERTIFICATE OF AUTHENTICATION)

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ to transfer the within Bond on the records kept for the registration thereof with full power of substitution in the premises.

Dated: _____ _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed by an eligible guarantor institution as defined in 17 CFR § 240.17 Ad-15(a)(2).

Signature Guaranteed:

_____

Signature must be guaranteed by a member of a Medallion Signature Program.

Address of Transferee:

_____
_____
_____

Social Security or other tax identification number of transferee:

_____

TRANSFER FEES MAY BE CHARGED

(END OF FORM OF ASSIGNMENT)

(END OF FORM OF BOND)

STATE OF COLORADO)
)
COUNTIES OF LARIMER)
AND WELD) SS.
)
TOWN OF WINDSOR)

I, Karen Frawley, the Town Clerk of the Town of Windsor, Colorado (the "Town"), do hereby certify:

1. The foregoing pages are a true and correct copy of an ordinance (the "Ordinance") introduced, read on first reading and passed at the regular meeting of the Town Board (the "Board") on April 13, 2026, and passed and finally adopted by the Board at a regular meeting of the Board on April 27, 2026. A quorum of the Board was in attendance at each meeting.

2. The members of the Town Board voted on passage and adoption of the Ordinance on first reading on April 13, 2026, as follows:

Name	"Yes"	"No"	Absent	Abstain
Julie Cline, Mayor	✓			
Ron Steinbach, Mayor Pro Tem	✓			
Brian Jones	✓			
Lainie Peltz	✓			
Ken Symsack	✓			
Rick Klimek	✓			
Jason Hallett	✓			

3. The adoption of the Ordinance was duly moved and seconded and the Ordinance was adopted by affirmative vote of a majority of the members of the Board at a regular meeting of the Board on April 27, 2026 as follows:

Name	"Yes"	"No"	Absent	Abstain
Julie Cline, Mayor				
Ron Steinbach, Mayor Pro Tem				
Brian Jones				
Lainie Peltz				
Ken Symsack				

Name	"Yes"	"No"	Absent	Abstain
Rick Klimek				
Jason Hallett				

4. The Ordinance was approved and authenticated by the signature of the Mayor, sealed with the Town seal, attested by the Town Clerk and recorded the minutes of the Board.

5. There are no bylaws, rules or regulations of the Board which might prohibit the adoption of said Ordinance.

6. The Ordinance was published in full on the Town's website in satisfaction of the publication requirements of the Town Charter.

7. Attached hereto as Exhibit A are copies of the notices of the meetings of April 13, 2026, and April 27, 2026, each of which were posted at the Town of Windsor Civic Center not less than twenty-four hours in advance of the meetings.

IN WITNESS WHEREOF, I have hereto set my hand and the seal of the Town this _____ day of _____, 2026.

(SEAL)

_____
Karen Frawley, Town Clerk

EXHIBIT A

(Attach Notice of Meetings)

Town of Windsor, CO
Wastewater Enterprise Revenue Bond, Series 2026

Timeline of Events

March 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Town Board Meeting & Worksession
Federal Holiday

Date	Action	Responsible Party
March 23	Working group Zoom meeting.	Town, BC, NS
	Working group call/meeting with lender & lender counsel.	All
April 9	Substantially final ordinance & relevant documents submitted for Board packets.	BC, Town
April 13	Regular Town Board meeting - ordinance & relevant documents presented for first reading.	All
April 23	Board packet submission.	
April 27	Regular Town Board meeting - ordinance presented for second reading & adoption (30 day referendum period begins).	All
April 28	Working group call w/lender for final document preparation, if necessary.	All
May 14	Final round of documentation disseminated for closing.	BC
May 28	Bond closing/settlement.	All

Working Group	
Issuer	Town of Windsor ("Town")
Underwriter/Loan Arranger	Northland Securities, Inc. ("NS")
Bond Counsel	Butler Snow ("BC")
Paying Agent	UMB Bank ("PA")

MEMORANDUM

Date: April 27, 2026
To: Mayor and Town Board
From: Kim Mihm, Deputy Town Attorney
Re: Ordinance No. 2026-1747 - An Ordinance Amending Certain Portions of Chapter 11 of the Windsor Municipal Code, Concerning the Use of the Public Right of Way, Permitting, and Requirements Thereto within the Town of Windsor, Colorado
Item #: C.5.

Background / Discussion:
This ordinance is on for second reading. There have been no changes since the first reading on April 13, 2026.

This ordinance is the culmination of months of work with the various departments and encompasses a new right of way permitting structure, addresses the "dig once" policy, and incorporates and streamlines all outstanding Windsor Municipal Code sections into one location for anything having to do with a Town right of way. The Town invests a significant amount of money and planning to keep our streets in good condition with our street maintenance program. This ordinance addresses joint trenching, coordinated excavations, and facility construction in new developments to minimize future excavations. Additionally, this ordinance has been reviewed for FCC compliance by Brandon Dittman.

This ordinance is intended to codify policies and regulations to allow us greater control over the disruption and interference with the public use of our streets and rights of way. We have received requests from several entities seeking to install various types of facilities in our right of way. Each time a cut or an excavation occurs in our right of way, it reduces the useful life of the pavement by weakening the pavement integrity. As-built drawings after installation of anything in the right of way will now be required so we can have a better idea of what is where, and at what depth, within our right of way.

No one will be allowed to do anything within our right of way without a permit. Permit applications are available at https://www.windsorgov.com/93/Engineering-and-Public-Works-Permits. If there will be joint applications for a permit, they are only required to pay one permit fee.

A portion of all permit fees shall apply to degradation and restoration costs. These costs are subject to reduction and/or waiver at the discretion of the Director. Temporary occupation or temporary uses do not require payment of the degradation fee.

All permittees shall be required to have the appropriate insurance, and post security with the Town.

All excavations shall have a minimum of three (3) inspections, unless waived by the Director.

Applicants must be prepared with a traffic control plan, have proper nighttime work area lighting, and have appropriate work area signs and barricades.

There will be right of way meetings, where we will require the permittee to reach out to other similar providers of its intent to trench, bore or cut in the right of way, and they will be required to attend and participate in Town meetings about right of way issues that may impact their facilities. If it is possible to joint trench or share bores or cuts, the permittee should do so, although we cannot require this, if they

believe that sharing would compromise the integrity of their facilities.

It is intended that any right of way work shall result in minimal interference with the rights of property owners and residents. Another safeguard to our streets and pavement is that the permittee's facilities are to be of sufficient capacity to avoid re-entering the right of way for a period of five (5) years.

If the Town wants to place its own facilities in trenches or bores opened by the permittee, the permittee must cooperate with the Town. If the Town wishes to do this, we will pay for any incremental increase in the cost of the trenching and boring (similar to oversizing reimbursements). The Town and permittee may also agree to allow the Town to utilize any or all of the permittee's ducts, conduits or equipment for the purposes of fire, police, traffic control devices, streetlights, SCADA, water, communication, fiber, telephone, and/or signal systems not in competition with the permittee.

Regulations governing backfilling, inspections and the restoration of the surface of the excavation are included.

Any permit issued by the Town is revocable. If the Director provides written notice to a permittee of any violation resulting in the suspension, stop work order, or revocation of the permit, it may be appealed to the Town Manager by filing a written notice of appeal within thirty (30) days of the action. The Town Manager's decision shall be the final decision of the Town.

Finally, all the other types of permits that were covered in Chapter 11, Articles 2 and 3 have been relocated within this Chapter 11, Article 8, to provide the one-stop for all things right of way concerned.

Financial Impact:
N/A

Relationship to Strategic Plan:
Community Safety and Fiscal Responsibility

Recommendation:
Approve Ordinance No. 2026-1747 - An Ordinance Amending Certain Portions of Chapter 11 of the Windsor Municipal Code, Concerning the Use of the Public Right of Way, Permitting, and Requirements Thereto within the Town of Windsor, Colorado

CC:

Attachments:
1. TB Ordinance No 2026-1747 - concerning ROW Permits
2. 4-14-26 ROW Permit Ordinance Presentation

TOWN OF WINDSOR

ORDINANCE NO. 2026-1747

AN ORDINANCE AMENDING CERTAIN PORTIONS OF CHAPTER 11 OF THE WINDSOR MUNICIPAL CODE, CONCERNING THE USE OF THE PUBLIC RIGHT OF WAY, PERMITTING, AND REQUIREMENTS THERETO WITHIN THE TOWN OF WINDSOR, COLORADO

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

WHEREAS, obstructions and excavations in the Town's right of way ("ROW") disrupt and interfere with public use of the ROW and result in loss of parking and loss of business to merchants and others whose places of business are in the vicinity of such obstructions and excavations; and

WHEREAS, significant public funds have been invested to acquire, build, maintain and repair the streets within the Town as well as to place and maintain landscaping within the Town's ROW. However, excavations in the Town's ROW reduce the life of the pavement infrastructure, cause damage to landscaping and increase the costs of maintaining such infrastructure and landscaping; and

WHEREAS, the various public and commercial utilities, broadband and communications providers, and similar entities that install, maintain, and operate facilities within the Town's ROW periodically need to make excavation cuts that degrade the surface of the right of way, thereby diminishing its useful life; and

WHEREAS, demand for access to broadband services is growing, and to fill such demand, more broadband network infrastructure is being installed in ROW; and

WHEREAS, Colorado Revised Statutes Sec. 38-5.5-109 provides limited procedures for joint trenching related to broadband in the ROW, but does not establish a comprehensive or mandatory system for coordinating excavation among public and private entities or for minimizing future excavations in newly developed areas; and

WHEREAS, it is desirable to adopt policies and regulations which will enable the Town to gain greater control over the disruption and interference with the public use of public streets and ROW, to provide for the health, safety and welfare of the Town's residents and users of the Town's ROW.

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

Section 1. Windsor Municipal Code Chapter 11, Article VIII is hereby repealed and replaced and shall read as follows:

ARTICLE VIII – Use of the Public Right of Way, Town-Owned Easements and Town Property

systems, damaged underground electrical and communications facilities, trench failure, or downed overhead pole structures.

Encroachment permit **means a permit issued for permanently installed structures within the right of way.**

Excavate **means to dig into or in any way remove or penetrate any part of a right of way.**

Facilities **means, including, without limitation, any pipes, conduits, wires, cables, amplifiers, transformers, fiber optic lines, dark fiber, antennae, poles, ducts, and other like equipment, fixtures, and appurtenances used in connection with transmitting, receiving, distributing, offering, and providing utility and other services.**

Fence **means any artificially constructed barrier of wood, masonry, stone, wire, metal, or any other manufactured material or combination of materials erected to enclose, partition, beautify, mark, or screen areas of land.**

Infrastructure **means any public facility, system, or improvement including, without limitation, water and sewer mains and appurtenances, storm drains and structures, streets and sidewalks, cross pans, traffic control devices, and public safety equipment, markings, and crosswalks, etc.**

Initial acceptance into warranty/construction acceptance **means acceptance by the Director following inspection after permittee has completed all work and a determination has been made that the work has met all Town and permit standards and inspection conditions, stipulations, and provisions.**

Landscaping **means materials including, without limitation, grass, ground cover, shrubs, vines, hedges, or trees and nonliving natural materials commonly used in landscape development, as well as attendant irrigation systems.**

Occupation Permit **means a permit issued for temporary obstructions within the right of way.**

Permit **means any authorization for use of the public right of way granted in accordance with the terms of this chapter, and the laws and policies of the Town.**

Permittee **means the holder of a valid permit issued pursuant to this chapter who is the owner or joint owner of the facilities.**

Person **means any person, firm, partnership, special, metropolitan, or general district, association, corporation, company, organization or entity of any kind.**

Public right(s) of way **means any Town-owned street, way, place, alley, sidewalk, park, square, plaza, easement, right of way or other ground dedicated to public use.**

Routine maintenance **means: (a) for all streets, any maintenance activity operating in the right of way that is outside of the actual roadway area and does not disrupt the flow of vehicular or pedestrian traffic; (b) for streets classified as local or minor collector, any maintenance activity that does not require a street cut and will not disrupt traffic for more than sixty (60) minutes.**

Specifications **means engineering regulations, construction specifications, and design standards adopted by the Town.**

Structure **means anything constructed or erected with a fixed location below, on, or above grade, including, without limitation, foundations, fences, retaining walls, awnings, balconies, and canopies.**

Surplus ducts or conduits **are enclosed empty raceways for cables, fiber optics, dark fiber, wires, or other facilities which are held by permittee as emergency use spares or are otherwise not unused by permittee within three (3) years of placement or purchase.**

Telecommunications provider **means a person that provides telecommunications service, as defined in Colorado Revised Statutes Section 40-15-102(29).**

Temporary Occupation Permit **means a permit issued for a temporary use of the right of way, such as dumpsters, landscape materials, etc.**

Town **means the Town of Windsor, Colorado.**

Work **means any labor performed on, or any use or storage of equipment or materials, including but not limited to construction of streets and all related appurtenances, fixtures, improvements, sidewalks, driveway openings, bus shelters, bus loading pads, streetlights, traffic signal devices, and street cleaning. It shall also mean installation, construction, maintenance, and repair of all underground structures such as pipes, conduit, ducts, tunnels, manholes, vaults, buried cable, wire, or any other similar structure located below surface, and installation of overhead poles used for any purpose.**

Sec. 11-8-20 - Police powers.

The permittee's rights hereunder are subject to the police powers of the Town, which include the power to adopt and enforce ordinances, including amendments to this chapter, necessary to the safety, health, and welfare of the public. The permittee shall comply with all applicable laws and ordinances enacted, or hereafter enacted, by the Town or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Town reserves the right to exercise its police powers, notwithstanding anything in this chapter and the permit to the contrary. Any conflict between the provisions of this chapter or the permit and any other present or future lawful exercise of the Town's police powers shall be resolved in favor of the latter.

Sec. 11-8-30 – Right of way permit required.

(a) Permit. No person except an employee or official of the Town or a person exempted by contract with the Town shall undertake or permit to be undertaken any construction, excavation, or work in the public right of way without first obtaining a right of way permit from the Town as set forth in this chapter, except as provided in Code Sec. 11-8-210. A copy of each permit obtained, along with associated documents, shall be maintained on the job site and available for inspection upon request by any officer or employee of the Town. The permit will be in the name of the person who will own the facilities to be constructed. In the event of joint ownership or joint occupation, the permit will be in the name of all person(s) having an ownership interest in the facilities. The names of all subcontractors performing work in the work area must be on the permit as well. Permittees and/or their contractors/subcontractors may be required to provide references about qualifications and experience on similar projects, at any time during the permit, to verify qualified contractors/subcontractors are performing work within the public right of way.

(b) Construction, excavation, or work area. No permittee shall perform construction, excavation, or work in an area larger or at a location different, or for a longer period than that specified in the permit or permit application. If, after construction, excavation, or work is commenced under an approved permit, it becomes necessary to perform construction, excavation, or work in a larger or different area than originally requested under the application or for a longer period of time, the permittee shall notify the Director immediately and within twenty-four (24) hours shall file a supplementary application as designated by the Director for the additional construction, excavation, or work.

(c) Permit transferability or assignability. The applicant may subcontract the work to be performed under a permit and include such subcontractor as a named permittee, provided that the permittee shall be and remain responsible for the performance of the work under the permit and all insurance and financial security as required. Permits are not transferable nor assignable without the express consent of the Town, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of the permittee to a parent, subsidiary, or financially viable affiliate during the period of the permit shall not be deemed an assignment or transfer for the purposes of this section.

(d) New developments. In the Town, the physical construction of public infrastructure in new developments is the responsibility of the developer of the land. Ownership of that infrastructure remains with the developer of the land until acceptance by the Town. Unless waived by the Director or designee, any person performing work tying into existing infrastructure within a public right of way, or any existing streets, shall obtain a permit from the Town and permission from the owner of the infrastructure. The permittee shall be financially responsible to the owner of the infrastructure to carry out all remedial work necessary to receive acceptance by the Town of that

infrastructure. This financial obligation shall apply only to the work in the right of way done by the permittee. The Town will not accept for dedication public right of way, or other property where work performed is not in accordance with applicable Town specifications.

(e) Failure to procure permit. Except as provided in Code Sec. 11-8-210, in the case of an emergency, any person or utility found to be conducting any excavation activity within the public right of way without having first obtained the required permits shall immediately cease all activity (exclusive of actions required to stabilize the area) and be required to obtain a permit before work may be restarted. An administrative surcharge of $750.00 shall be required in addition to all applicable permit fees. If work commences without compliance with this section, the Town may utilize all available legal remedies, including but not limited to municipal court citation, injunctive relief, and each day of non-compliance is a new violation. Until in compliance, no new permits may be issued.

Sec. 11-8-40 - Permit application; contents.

(a) Unless otherwise provided in an agreement between the permittee and the Town, an applicant for a permit to allow construction, excavation, or work in the public right of way under this section shall:

(1) File an online application, accessible on the Town's website, https://www.windsorgov.com/93/Engineering-and-Public-Works-Permits, which includes the following:

a. The date of application and the name and address of the applicant(s) who is (are) the owner or joint owners of the facilities involved.
b. The name, address, and telephone number of the developer, contractor, or subcontractor who will perform work in the public right of way, including the name and telephone number of an individual who will always be available during construction.
c. A description of the type of construction, excavation, or work to be done, and purpose for which it is being done.
d. A plan for storage of equipment and materials.
e. The type of existing public infrastructure (street pavement, curb and gutter, sidewalks, or utilities) impacted by the construction, excavation, or work.
f. The purpose of the proposed construction, excavation, or work, including specification of varieties and quantities of facilities to be placed in the right of way.
g. The dates for beginning and ending the proposed construction, excavation, or work, including landscape restoration.

(2) Unless otherwise specified in an agreement between the permittee and the Town, attach copies or otherwise show proof of all permits or licenses required

under the laws of the United States, the State of Colorado, or the ordinances or regulations of the Town to do the proposed work, and to work in the public right of way (including required insurance, deposits, letters of credit, and warranties).

(3) Unless otherwise specified in an agreement between the permittee and the Town, provide a plan of work satisfactory to the Director or designee showing protection of the subject property and adjacent properties.

(4) Unless otherwise specified in an agreement between the permittee and the Town, upon request, provide a landscaping restoration plan satisfactory to the Director for the protection of existing landscaping.

(5) Include written verification that all orders issued by the Town to the applicant, requiring the applicant to correct deficiencies under previous permits issued under this chapter, have been satisfied.

(6) Include with the application stamped engineering construction drawings or site plans for the proposed construction, excavation, or work, including exact locations of all ground-mounted appurtenances and manholes in and out associated with any underground facilities.

(7) Include with the application a satisfactory traffic control and erosion protection plan for the proposed construction, excavation, or work, if applicable.

(8) Include a statement indicating any proposed joint use or ownership of the facility; any existing facility or permit of the applicant at this location; any known existing facility or others with which the proposed installations might conflict; and the name, address, and telephone number of a representative of the applicant available to review proposed locations at the site.

(9) Pay all applicable fees prescribed by this chapter.

(10) Upon written request of the Director, provide a notification plan for the notification of the public as to the nature and duration of the proposed work.

(b) Applicants shall update any new information on permit applications within ten (10) days after any change occurs.

(c) Joint applications. Applicants may apply jointly for permits to work in public right of way at the same time and place. Applicants who apply jointly for permits may share in the payment of the permit fee. Applicants must agree among themselves as to the portion each shall pay.

(d) Permit fee. Before a permit is issued pursuant to this chapter, the applicant shall pay the Town a permit fee, which shall be determined in accordance with a fee schedule adopted by the Town Board by resolution as amended and updated from time to time. Fees will be reasonably related to the costs inherent in managing the public right of way. As used in this chapter, these costs include, but are not necessarily limited to, verifying right of way occupation, mapping right of way occupations, inspecting job sites and right of way restorations, administering this chapter, and costs relating to the degradation of the right of way, i.e., the cost to achieve a level of restoration as determined by the Town at the time the permit is issued.

(1) The portion of the permit fee relating to degradation/restoration costs shall be reduced by the Town in cases where the applicant demonstrates to the satisfaction of the Director that the excavation proposed will be used by two (2) or more entities, legally and financially unrelated, for the installation, maintenance, or repair of facilities. The degradation/restoration cost portion of the permit fee shall be further reduced in cases where the applicant demonstrates to the satisfaction of the Director that the excavation to be made will be commenced and completed during the two (2) year period immediately prior to the scheduled repaving or resurfacing of a street, as indicated in the most recent edition of the Town's repaving plan.

(2) Any permit for temporary use or occupation of the public right of way, where there is no construction nor excavation involved, shall not require payment of a degradation fee as part of the permit fee.

(3) That portion of any permit fee relating to degradation costs shall be recorded in a specific line item (Street Repair/Maintenance) in the capital improvement fund to cover the Street Maintenance Program.

(e) All applications for any type of permit pursuant to this Article shall be made online via the link referenced in (a)(1) above, which depending on the type of permit requested, will be routed to either the Community Development Department or Public Works Department. Such Department shall make an investigation of the information contained in the application and, prior to the issuance of a permit, shall determine that the proposed encroachment, obstruction or other structure does not constitute a nuisance, destroy or impair the use of the right of way by the public or constitute a traffic hazard. No permit shall be issued where the above conditions are found to exist. At the time of issuance of a permit hereunder, in addition to the permit fees set by resolution by the Town Board, as may be amended from time to time, the applicant shall pay a fee equal to the cost of recording the permit with the County Clerk and Recorder. The respective department shall record a copy of the permit. Any such permit so issued may be revoked by the Town at any time the conditions above referred to are found to exist, or when it is determined that the property upon which the encroachment, obstruction or structure exists is required for use by the public.

Sec. 11-8-50 - Insurance and indemnification.

(a) Unless otherwise specified in an agreement between the permittee and the Town, prior to the granting of any permit, the permittee shall file with the Town certificates of insurance for comprehensive general liability, special hazards, and workers compensation insurance policies in a form and amount satisfactory to the Town, listing the Town and its officers and employees as additional named insureds. Town departments shall be relieved of the obligation of submitting certificates of insurance.

(b) Indemnification. The permittee, for itself and its related entities, agents, employees, subcontractors, and the agents and employees of said subcontractors, shall hold the Town harmless, defend, and indemnify the Town, its successors, assigns, officers, employees, agents, and appointed and elected officials from and against all liability or damage and all claims or demands whatsoever in nature unless caused by the negligent or intentional acts of Town, and reimburse the Town for all its reasonable expenses, as incurred, arising out of the installation, maintenance, operation or any other work or activity in the public right of way or by the permittee related to its use thereof, including, but not limited to, the actions of the permittee, its related entities, agents, employees, subcontractors, and the agents and employees of said subcontractors, or the securing of and the exercise by the permittee of the permit rights granted in the permit, including any third party claims, administrative hearings, and litigation; whether or not any act or omission complained of is authorized, allowed, or prohibited by this chapter or other applicable law.

Sec. 11-8-60 - Security.

(a) Before any permit required by this chapter shall be issued, the applicant shall file with the Director, a performance/warranty guarantee (security) in an amount equal to or exceeding the cost of the project, pursuant to approved cost estimates or bids provided to the Town, in a form acceptable to the Director. Security may be by cash, surety bond or letter of credit. The amount of security will be determined by the Director and shall be equal to the costs necessary for total restoration of the site. The security will be held for a period of two (2) years prior to release.

(b) Security, in cases where repairs or replacements are not expected to exceed $700.00, may be waived by the Director, in the Director's sole discretion, for residential utility repairs and replacements, and residential sidewalk and driveway repairs and replacements, depending upon the type and extent of the repairs and replacements proposed.

(c) The letter of credit, letter of responsibility, or cash deposit shall remain in force and effect for a minimum of two (2) years after completion of the construction, excavation, or work.

Sec. 11-8-70 - Performance warranty; guarantee.

(a) Unless otherwise provided in an agreement between the permittee and the Town, any warranty made hereunder shall serve as security for the performance of work necessary to repair the public right of way if the permittee fails to make the necessary repairs or restore the public right of way in a manner acceptable to the Town.

(b) The permittee, by acceptance of the permit, expressly warrants and guarantees complete performance of the work in a manner acceptable to the Town and warrants and guarantees all work done for the duration of the warranty period.

(c) The warranty period shall run from the date of the Town's Initial Acceptance into Warranty of the work. The warranty period shall be one year for landscaping and irrigation systems, and two (2) years for all other improvements.

(d) At any time prior to completion of the warranty period, the Town may notify the permittee in writing of any needed repairs. Such repairs shall be completed within twenty-four (24) hours if the defects are determined by the Town to be an imminent danger to the public health, safety, and welfare. Should the applicant fail to complete nonemergency warranty work in a timely manner, upon giving the applicant ten (10) calendar days' written notice the Town may perform the work at the applicant's expense. If the costs of the warranty work performed by the Town exceeds the amount of the posted security, the applicant will be liable for the additional costs. If there is a dispute as to the amount owed, the applicant may provide financial security to the Town to fully secure such payment until resolution of any appeal under this chapter. The Town shall have final authority to determine which permittee is responsible for repairs in the case of more than one (1) permittee, and in what amount.

(e) The warranty described in this section shall cover only those areas of work undertaken by a permittee. If the work of another permittee subsequently impacts a portion of work of another permittee under warranty, the subsequent permittee shall assume responsibility for repairs.

Sec. 11-8-80 - Inspections.

(a) A minimum of three (3) inspections shall take place, unless waived by the Director. If the work is unsatisfactory, the Director may issue a stop work order or draw against the posted security. First, the permittee shall request that the Town conduct a pre-construction inspection, to determine any necessary conditions for the permit. Second, the permittee shall notify the Town immediately after completion of work operations. The Town shall inspect the completed work within twenty-one (21) days of the permittee's notification. Conditional Acceptance will be made if all work meets Town and permit standards. Third, approximately thirty (30) days prior to the expiration of the two (2) warranty period, the Town shall conduct a final inspection of the completed work. If the work is still satisfactory, the letter of credit or cash deposit shall be returned or allowed to expire, with a letter of Final Acceptance, less any amount needed to complete restoration work not done by the permittee. Upon review of the application for a permit, the Director shall estimate how many

additional inspections, if any, may be required. All inspections shall be made in a timely manner.

(b) The permittee shall pay to the Town the reasonable costs and expenses of any engineering review and inspection, in addition to the permit fee. No permit shall be issued, and no work shall be performed under any permit for which required fees and charges have not been paid. Any fee(s) related to inspections shall be adopted by resolution of the Town Board.

Sec. 11-8-90 - Public safety and protective requirements.

(a) The permittee shall maintain a safe work area, free of safety hazards. Whenever any person, under authority of this Article or otherwise, shall place any obstruction in any street, alley, sidewalk or other place, or make any excavation therein or alteration thereto, such person shall keep such obstruction, excavation or alteration properly safeguarded by substantial barricades, and between dusk and daylight adequate warning lights or flares shall be placed around the obstruction, excavation or alteration. In all instances, fire hydrants shall be kept clear of all building material, dirt and rubbish, with clear and adequate access to such hydrants from the roadway. Existing gutters and other drainage courses shall be kept open so as to allow adequate drainage. All excavations shall be made in such a way as to protect any existing surveying monuments and existing utilities.

(b) The Director shall have authority to specify protective measures and minimum clearances regarding existing utilities, and any such specifications shall be followed. Sufficient shoring of excavations shall be provided whenever needed or whenever deemed necessary by the Director.

(c) The Town may make any repair necessary to eliminate any safety hazards not performed as directed. Any such work performed by the Town shall be completed and billed to the permittee at overtime rates. The permittee shall pay all such charges within thirty (30) days of the statement date. If the permittee fails to pay such charges within the prescribed time period, the Town may, in addition to taking other collection remedies, seek reimbursement through the warranty surety.

(d) The Town shall not issue any further permits of any kind to said permittee until all outstanding charges have been paid in full; provided, however, that permits shall not be withheld for outstanding charges which are honestly and reasonably disputed by the permittee, if the permittee and the Town are negotiating in good faith to resolve the dispute.

Sec. 11-8-100 - Time of completion.

All work covered by the permit shall be completed by the date stated on the application. Permits shall be void if work does not commence six (6) months after issuance, unless an extension has been granted by the Director. Letters of credit or letters of responsibility

deposited as a performance/warranty guarantee for individual permits will be returned after voiding of the permit, with administrative and any other Town costs deducted.

Sec. 11-8-110 - Traffic control.

(a) When it is necessary to obstruct traffic, a traffic control plan shall be submitted prior to starting construction. No permit will be issued until the plan is approved by the Town. No permittee shall block access to and from private property, block emergency vehicles, block access to fire hydrants, fire stations, fire escapes, water valves, underground vaults, valve housing structures, or any other vital equipment unless the permittee provides the Town with written verification of written notice delivered to the owner or occupant of the facility, equipment, or property at least forty-eight (48) hours in advance. If a street closing is desired, the applicant will request and obtain the approval of the Director. It shall be the responsibility of the permittee to notify and coordinate all work in the right of way with the following:

i. **Windsor Public Works**
ii. **Railroad**
iii. **Adjacent Property Owners**
iv. **Windsor/Severance School District**
v. **Counties (Weld/Larimer)**
vi. **Homeowner Associations**
vii. **Windsor Police, Windsor/Severance Fire/Ambulance**
viii. **Adjacent Business Owners**
ix. **Adjacent Utilities (Electric, Gas, Non-potable, Fiber, Communications, Petroleum)**
x. **Water/Sanitary/Storm Districts**
xi. **CDOT/State Patrol**
xii. **Parks/Open Space/Town Facilities**
xiii. **Ditch/Irrigation Companies**

(b) Traffic control devices, as defined in Part VI of the Manual on Uniform Traffic Control Devices, published by the Federal Highway Administration, must be used whenever it is necessary to close a traffic lane or sidewalk. Traffic control devices are to be supplied by the permittee. Part VI of the Manual on Uniform Traffic Control Devices or any successor publication thereto shall be used as a guide for all maintenance and construction signing. The permittee shall illustrate on the permit the warning and control devices proposed for use. At the direction of the Director, such warning and control devices shall be modified. If a flag person is to be utilized all persons flagging traffic shall be Colorado Department of Transportation ("CDOT") certified. Any lane closure shall comply with the Town's Design Criteria and Construction Specifications.

(c) Nighttime work area flood lighting shall not be allowed to spill out of the construction area in such a way as to disturb or endanger the comfort, health or peace of others.

(d) The permittee shall be responsible for maintaining all work area signing and barricading during construction operations as well as any signs and barricades that are needed to protect roadway users and pedestrians during non-work hours. During non-work hours, all construction work area signs that are not appropriate shall be removed, covered, or turned around so that they do not face traffic. Any deficiencies

noted by the Town shall be corrected immediately by the permittee. If the permittee is not available or cannot be found, the Town may make such corrections, and the permittee shall pay the actual costs, including administrative costs, plus a civil penalty to be set by resolution of the Town Board.

Sec. 11-8-120 - General right of way use and construction standards.

(a) Right of way meetings. The permittee will make reasonable efforts to alert other similar providers of its intention to trench, bore or cut in the public right of way and will attend and participate in meetings of the Town, of which the permittee is made aware, regarding right of way issues that may impact its facilities, including planning meetings to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, the permittee shall work with other providers, licensees, permittees, and franchisees to reduce so far as possible the number of right of way cuts within the Town. Nothing herein shall require the permittee to enter into an agreement with such other entities if such an agreement would compromise the integrity of the permittee's facilities, unless the entity proposing to use the facilities agrees, at its expense, to make such modifications to the facilities as would prevent such compromise of integrity.

(b) Minimal interference. Work in the right of way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. The permittee's facilities shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, traffic control devices, drainage channels, or any other property of the Town, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the right of way by, or under, the Town's authority. The permittee's facilities shall be located, erected, and maintained so as not to endanger or interfere with the lives of persons, or to interfere with new improvements, or to unnecessarily hinder or obstruct the free use of the right of way or other public property, and shall not unreasonably interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic. The permittee's facilities shall be, to the extent technically feasible, of sufficient capacity to avoid re-entering the right of way for a period of five (5) years for purposes of expansion.

(c) Underground construction and use of poles.

(1) When required by the ordinances, resolutions, regulations, or rules of the Town or applicable state or federal law, the permittee's facilities shall be placed underground at the permittee's expense. Placing facilities underground does not preclude the use of above-ground appurtenances.

(2) Where all facilities are installed underground at the time of the permittee's construction, or when all such facilities are subsequently placed underground, all permittee facilities shall also be placed underground at no expense to the Town unless funding is generally available for such relocation to all users of the right of way. Related equipment, such as pedestals, must be placed in accordance with the Town's applicable code requirements and rules.

(d) In areas where existing facilities are aerial, the permittee may install aerial facilities.

(e) For aboveground facilities, the permittee shall utilize existing poles and conduit wherever possible. However, in the event undergrounding of the existing facility is required, the co-located facilities shall also be undergrounded, unless it can be demonstrated to the satisfaction of the Town that such undergrounding requests are not feasible. In such circumstances, the co-located facilities shall work with the Town to determine the next best location.

(f) Should the Town desire to place its own facilities for Town purposes in trenches or bores opened by the permittee, the permittee shall cooperate with the Town in any construction by the permittee that involves trenching or boring, provided that the Town has first notified the permittee in some manner that it is interested in sharing the trenches or bores in the area where the permittee's construction is occurring. The permittee shall allow the Town to place its facilities in the permittee's trenches and bores, provided the Town pays any incremental increase in the cost of the trenching and boring and no additional cost of the Town's use shall be borne by the permittee. The Town shall be responsible for maintaining its respective facilities buried in the permittee's trenches and bores under this subsection. The Town is solely responsible for obtaining any additional permits that may be needed for facilities placed by the Town in advance. If the Town fails to obtain other applicable necessary permits, the permittee has no obligations under this subsection. The Town shall be responsible for all damages related to its use of the right of way.

(g) Use of conduits by the Town. The Town and permittee may negotiate an agreement for the Town install or affix and maintain its own facilities for Town purposes in or upon any and all of the permittee's ducts, conduits, or equipment in the right of way and other public places, at a charge to be negotiated between the parties. For the purposes of this subsection, Town purposes include, but are not limited to, the use of the structures and installations for Town fire, police, traffic control devices, streetlights, SCADA, water, communications, fiber, telephone, and/or signal systems not in competition with the permittee.

(h) Common users.

The right of way has a finite capacity for containing facilities. Whenever the Town determines it is impracticable to permit construction of an underground conduit system by

any other entity which may at the time have authority to construct or maintain conduits or ducts in the right of way, and unless otherwise prohibited by federal or state law or regulations, the Town may require a prior permittee to afford to such entity the right to use a prior permittee's surplus ducts or conduits in common with a new permittee, pursuant to the terms and conditions of an agreement for use of surplus ducts or conduits entered into by a prior permittee and the other entity. Nothing herein shall require a prior permittee to enter into an agreement with such entity if, in the prior permittee's reasonable determination, such an agreement could compromise the integrity of the prior permittee's facilities or is otherwise not practicable.
All facilities shall meet any applicable local, state, and federal clearance and other safety requirements, be adequately grounded and anchored, and meet the provisions of contracts executed between the permittee and the other common user.

Sec. 11-8-130 - Backfilling of excavations.

All permit holders shall adequately backfill any excavations made under the authority of this Article. Backfilling shall be done in accordance with the Standard Specifications and Construction Manual for the Town. At the request of the Director, the density of the compacted backfill shall be tested by a soils engineer and a copy of the test results shall be given to the Director of Engineering. The number and location of soil tests shall meet the approval of the Director of Engineering. All costs for testing shall be paid by the permit holder. The permit holder must notify the Director of Engineering before backfilling.

Sec. 11-8-140 – Inspection of backfilling.

Within forty-eight (48) hours after completion of backfilling, the permit holder shall notify the Department of Engineering and request an inspection. The surface of the excavation shall not be replaced until the backfill has been approved on inspection. Any defects in the backfill shall be corrected by the permit holder within the time required by the Department of Engineering. Upon correction of defects noted, the permit holder shall again request an inspection from the Department of Engineering.

Sec. 11-8-150 - Restoration of surface.

(a) Upon receiving approval of the backfill from the Department of Engineering, the permit holder shall restore the surface of the excavation in the manner required by this Section, or, at the option of the permit holder, such work may be done by the Town and charged to the permit holder, in which case the permit holder shall reimburse the Town for such work within thirty (30) days after it is billed.

(b) All patches shall have straight and vertical edges and shall cover the total width of the excavation. Patches in concrete pavements shall be six (6) inches thick, shall be made from concrete conforming to specifications of the Town and shall be finished to the same surface texture as the adjacent existing concrete. The existing concrete shall be saw-cut to a depth of one and one-half (1½) inches to assure a straight edge and uniform patch. Patches in asphalt pavements shall consist of four (4) inches of base

course material and asphalt surfacing equal to the total thickness of adjacent existing pavement. The concrete and asphalt shall conform to the specifications of the Town. Asphalt surfacing shall be compacted to conform to the specifications of the Town. Permanent asphalt patches shall not be put in during freezing weather. Upon completion of work, all surplus earth, rubbish and other materials shall be immediately removed, and the Department of Engineering shall be notified that the job is completed, and final inspections shall be requested by the permittee.

Sec. 11-8-160 - Conformance to permit required; supplemental applications.

In no case shall any permit holder open or remove a greater area of surface or make such removal at a location other than that specified in the permit. In the event it shall be necessary to open or remove a greater area than originally applied for, the applicant shall first notify and obtain the consent of the Director of Engineering and, if required by said Director, file a supplemental application and make an additional deposit. No person shall exceed the time limit specified on the permit without the express consent of the Director.

Sec. 11-8-170 - Permittee liable in case of nonconformance.

In the event any permit holder fails to do anything required hereunder, the Director may cause the same to be done, the cost of the same shall be charged to the holder of the permit, who shall be liable therefore.

Sec. 11-8-180 - Permittee liable for injuries to person or property.

Every permit holder acting under a permit issued pursuant to this Article shall be responsible to anyone for injury to person or property by reason of the work done under the permit and shall indemnify and hold the Town harmless from any expenses, costs, claims or other charges or fees arising out of such work. The permit holder shall be responsible for adequately protecting the work, the surrounding property and the public and shall adequately safeguard the work regardless of whether any specific requirements in connection with the work are made by the Director of Engineering.

Sec. 11-8-190. Excavations under sidewalks.

It shall be unlawful for any person, persons or corporation to make any excavation or opening at a depth greater than one (1) foot and/or two (2) inches in diameter under any sidewalk or upon any street, alley or public ground of the Town, for the purpose of installing permanent areaways thereunder, without first obtaining a right so to do from the Director; and no such right or privilege shall be granted by the Director, except upon written application therefor and upon conditions to be prescribed by the Director respecting the continued occupancy and use of such areaways after the same have been constructed.

Sec. 11-8 -200 - Joint planning and construction; coordination of excavation.

(a) Annual meetings. Any permittee owning, operating, or installing facilities in Town right of way, providing water, sewer, gas, electric, communication, video, or other utility services (whether certificated as a public utility or not), shall meet annually with the Director at the Director's request to discuss the permittee's excavation master plan.

(1) At such meeting, to the extent not already in possession of the Town, the permittee shall submit documentation, in a form required by the Director, including as-built drawings, digital and software compatible GIS, showing the exact location, including elevations of manholes in and out, of the permittee's existing facilities in the Town right of way.

(2) The permittee shall discuss with the Director its excavation master plan and identify planned major excavation work in the Town known at that time.

(3) The Director may make his or her own record on a map, drawing, or other documentation, of each permittee's planned major excavation work in the Town; provided, however, that no such document prepared by the Director shall identify a particular entity, or the planned major excavation work of that particular entity.

(b) The permittee shall meet with the Director to discuss an initial excavation master plan no later than sixty (60) days after submitting its first permit application. Thereafter, each permittee shall submit annually, on the first regular business day of January, a revised and updated excavation master plan.

(c) As used in this subsection, the term planned major excavation work refers to any future excavations planned by the permittee when the excavation master plan or update is submitted that will affect any Town right of way for more than five (5) days at any given location, provided that the permittee shall not be required to identify future major excavations planned to occur more than three (3) years after the date that the permittee's master plan or update is discussed.

(d) Between the annual meetings to discuss planned major excavation work, the permittee shall use its best efforts to inform the Director of any substantial changes in the planned major excavation work discussed at the annual meeting.

Sec. 11-8-210 - Repaving and reconstruction schedule.

(a) The Town shall prepare a pavement management schedule showing the street resurfacing planned by the Town. The pavement management schedule shall be revised and updated on an annual basis after meeting to discuss the permittee's and Town departments' master plans and updates. The Director shall make the Town's pavement management schedule available for public inspection. In addition, after determining the street resurfacing work that is proposed for each year, the Director

shall send notice of the proposed work to all permittees who have had an annual meeting with the Director.

(b) Prior to applying for a permit, any person planning to excavate in the Town's right of way shall review the Town's repaving and reconstruction schedule on file with the Director and shall coordinate, to the extent practicable, with the utility and street work shown on such plans to minimize damage to and avoid undue disruption and interference with the public use of such right of way.

(c) In performing location of facilities in the public right of way in preparation for construction under a permit, the permittee shall compile all information obtained regarding its or any other facilities in the public right of way related to a particular permit, and shall make that information available to the Town in a written and verified format acceptable to the Director in accordance with adopted standards and specifications, which includes software compatible GIS and digital form.

(d) Prior to the Town undertaking any work in the right of way or performing any related landscaping, the Town may notify all permittees of the Town work to be performed. Upon such notification, all permittees shall, within three (3) days, locate their facilities in the right of way in which the work will be performed, and provide documentation in a format acceptable to the Director in accordance with adopted standards and specifications, of the permittee's facilities in the right of way.

Sec. 11-8-220 - Minimizing impacts of work in the right of way.

(a) Relocation and protection of utilities. Before beginning excavation in any public right of way, a permittee shall contact Colorado 811, and, to the extent required by C.R.S. Sec. 9-1.5-102 et seq., make inquiries of all ditch companies, utility companies, districts, local government departments, and all other agencies that might have facilities in the area of work to determine possible conflicts. The permittee shall, at its expense, promptly provide all design and field locates of the infrastructure in a manner acceptable to the Director in accordance with adopted standards and specifications.

(b) Field locations shall be marked prior to commencing work. The permittee shall support and protect all pipes, conduits, poles, wires, or other apparatus which may be affected by the work from damage during construction or settlement of trenches after construction. If the permittee damages the property of other users of the right of way, the permittee shall pay the other users for such damages within thirty (30) days.

(c) Safe work area. The permittee shall maintain a safe work area, free of safety hazards. The Town may make any repair necessary to eliminate any safety hazards not performed as directed after the permittee has been given an adequate opportunity to repair the hazard. Any such work performed by the Town shall be completed and billed to the permittee at overtime rates. The permittee shall pay all such charges

within thirty (30) days of the statement date. If the permittee fails to pay such charges within the prescribed time period, the Town may, in addition to taking other collection remedies, seek reimbursement through the warranty guarantee. Furthermore, the permittee shall be barred from performing any work in the public right of way, and under no circumstances will the Town issue any further permits of any kind to said permittee, until all outstanding charges have been paid in full.

(d) Each permittee shall maintain an adequate and safe unobstructed walkway around a construction site or blocked sidewalk in conformance with the Town code.

(e) Each permittee shall clear all snow and ice hazards from public sidewalks at the work site by noon following a snowfall in conformance with the Town code.

(f) Noise, dust, debris, hours of work. Each permittee shall conduct work in such manner as to avoid unnecessary inconvenience and annoyance to the public and occupants of neighboring property. In the performance of the work, the permittee shall take all appropriate measures to reduce noise, dust, and unsightly debris.

(g) Work shall only be performed between the hours of 7:00 am and 7:00 pm on normal Town of Windsor business days unless prior approval has been obtained from the Town Engineer or its designee. Work being performed by the Town shall be exempt from these hourly requirements, as will any emergency work approved by the Director be exempt. Further restrictions may be imposed depending on certain criteria, such as traffic impacts, coordination with other permits or other Town work, weather conditions, and contractual requirements, if any.

(h) Trash and construction materials. Each permittee shall maintain the work site so that:

(1) As the work progresses, all public right of way and private property in the work area shall be thoroughly cleaned of all rubbish, excess dirt, rock, and other debris resulting from the permittee's work. All clean-up operations shall be done at the expense of the permittee, and in compliance with standards set forth in Code Sec. 13-5-50 - Illicit discharge prohibited. In the event the Town requests clean up to take place, the permittee shall complete such work within twenty-four (24) hours from the time of the request.

(2) Trash is removed from a construction site often enough so that it does not become a health, fire, or safety hazard.

(3) Trash dumpsters and storage or construction trailers are not placed in the street without specific approval of the Director.

(4) Each permittee shall prevent the tracking of mud or debris upon any street or sidewalk. Equipment and trucks used during construction, excavation, or

work activity shall be cleaned of mud and debris prior to leaving any work site in compliance with Code Sec. 13-5-50.

(i) Protection of trees and landscaping. Each permittee shall protect trees, landscape, and landscape features as required by the Town. All protective measures shall be provided at the expense of the permittee. If the permittee causes damage to trees and landscape, the permittee shall be responsible for repairs and restoration.

(j) Protection of paved surfaces from equipment damage. Backhoe equipment outriggers shall be fitted with rubber pads whenever outriggers are placed on any paved surface. The permittee will be responsible for any damage caused to the infrastructure by the operation of such equipment and shall repair such surfaces. Failure to do so will result in the use of the applicant's performance/warranty guarantee by the Town to repair any damage, refusal by the Town to issue any further permits, discontinuance of scheduled work until repairs are complete, and, possibly, the requirement of additional warranties.

(k) Protection of property. Each permittee shall protect from injury any adjoining property by providing adequate support and taking other necessary measures. The permittee shall, at its own expense, shore up and protect all buildings, walls, fences, or other property likely to be damaged during the work, and shall be responsible for all damage to public or private property resulting from failure to properly protect and carry out work in the public right of way.

(l) Preservation of monuments. A permittee shall not disturb any surface monuments or survey hubs and points found on the line of work unless approval is obtained from the Director in writing. Any monuments, hubs, and points disturbed will be replaced by a Colorado Registered Land Surveyor at the permittee's expense.

(m) Each permittee shall make provisions for employee and construction vehicle parking so that neighborhood parking adjacent to a work site is not prejudiced.

Sec. 11-8-230 - Standards for repairs and restoration.

(a) Permittee responsibility. The permittee shall be fully responsible for the cost and actual performance of all work in the public right of way. The permittee shall perform or cause to have all work performed in conformance with any and all applicable engineering regulations, construction specifications, and design standards adopted by the Town, as amended. These standards shall apply to all work in the public right of way unless otherwise indicated in the permit.

(b) Restoration work. All restoration shall result in a work site condition equal to or better than that which existed prior to construction.

(1) All pavement cuts and potholing shall be repaired in accordance with the Town's standards and specifications.

(2) All pavement markings shall be replaced after new asphalt is placed.

Sec. 11-8-240 - Construction and restoration standards for newly constructed or overlayed streets.

(a) No person shall cause an open trench or excavation in any public right of way for a period of five (5) years from the completion of work allowed by the permit, or other construction or resurfacing except in compliance with the provisions of this section, and in accordance with the Town's standards and specifications. Potholing of utilities in the pavement will be allowed at the discretion of the Director.

(b) Application. Any application for a permit to excavate in public right of way subject to the requirements of this section shall contain the following information:

(1) A detailed and dimensional engineering plan that identifies and accurately represents the Town right of way or property that will be impacted by the proposed excavation, as well as adjacent streets, and the method of construction.

(2) The street width or alley width including curb and gutter over the total length of each Town block that will be impacted by the proposed excavation.

(3) The location, width, length, depth of the proposed excavation, and description of materials to be placed within the right of way.

(4) The total area of existing street or alley pavement in each individual Town block that will be impacted by the proposed excavation.

(5) A written statement addressing the criteria for approval.

(c) Criteria for approval. No permit for excavation in the right of way of new streets shall be approved unless the Director finds that all the following criteria have been met:

(1) Boring or jacking without disturbing the pavement is not practical due to physical characteristics of the street or alley or other utility conflicts.

(2) Alternative utility alignments that do not involve excavating the street or alley are found to be impracticable.

(3) The proposed excavation cannot reasonably be delayed until after the five (5) year deferment period has lapsed.

(4) An additional pavement cut fee shall be required for any cuts on roadways that have a pavement condition index ("PCI") greater than or equal to eighty (80).

(5) Exemptions for emergency operations. Emergency maintenance operations shall be limited to circumstances involving the preservation of life, property, or the restoration of customer service. Any person(s) with prior authorization from the Town to perform emergency maintenance operations within the public right of way shall be exempt from this section. Any person commencing operations under the laws of this section shall submit detailed engineering plans, construction methods, and remediation plans no later than three (3) working days after initiating the emergency maintenance operation.

(d) Construction and restoration for newly constructed or overlayed streets and alleys. The streets shall be restored and repaired in accordance with the Town's Design Criteria and Construction Specifications.

Sec. 11-8-250 - Relocation of facilities.

(a) The Town may request the permittee to relocate, move, or change its facilities within or adjacent to right of way, either temporarily or permanently, for the following purposes:

(1) Change in the grade.

(2) Improving, repairing, constructing, or maintaining any right of way.

(3) Traffic conditions or other public safety concerns.

(4) For the installation of any type of structure or public improvement of the Town or other public agency or special district.

(5) As a result of any general program for the undergrounding of such facilities; or

(6) Public health or safety concerns; or

(7) Any other public purpose.

(b) The Town shall notify the permittee, at least ninety (90) days in advance, except in the case of emergencies, of the Town's intention to change the permittee's facilities within or adjacent to right of way in any manner, either temporarily or permanently, or have such work performed.

(c) The permittee shall thereupon, at its sole cost and expense, accomplish the necessary relocation, removal, or change within a reasonable time from the date of the notification, but in no event later than three (3) working days prior to the date the Town has notified the permittee that it intends to commence its work, or, in the case of emergencies, immediately.

(d) Upon the permittee's failure to accomplish such work, the Town or other public agencies or special district may perform such work at the permittee's expense, and the permittee shall reimburse the Town or other agency within thirty (30) days after receipt of a written invoice.

(e) Following relocation, all affected property shall be restored to, at a minimum, the condition which existed prior to relocation at the permittee's expense.

(f) Notwithstanding the requirements of this section, a permittee may request additional time to complete a relocation project. The Director shall grant a reasonable extension if, in his or her sole discretion, the extension will not adversely affect the Town's project.

Sec. 11-8-260 - Abandonment and removal of facilities.

(a) Notification of abandoned facilities. Unless otherwise provided in an agreement between the permittee and the Town, any permittee that intends to discontinue use of any facilities within the public right of way shall notify the Director in writing of the intent to discontinue use. Such notice shall describe the facilities for which the use is to be discontinued, the method of removal and restoration, and provide a date of discontinuance of use, of which date shall not be less than thirty (30) days from the date such notice is submitted to the Director. The permittee may not remove, destroy, or permanently disable any such facilities during said thirty (30) day period without the written approval of the Director. After thirty (30) days from the date of such notice, the permittee shall remove and dispose of such facilities as set forth in the notice, as the same may be modified by the Director, and shall complete such removal and disposal within six (6) months, unless additional time is requested from and approved by the Director, including repairs after removal.

(b) Conveyance of facilities. Unless otherwise provided in an agreement between the permittee and the Town, at the discretion of the Town, and upon written notice from the Director within thirty (30) days of the notice of abandonment, the permittee may abandon the facilities in place and shall further convey full title and ownership of such abandoned facilities to the Town. The consideration for the conveyance is the Town's permission to abandon the facilities in place. The permittee is responsible for all obligations as owner of the facilities, or other liabilities associated therewith, until the conveyance to the Town is completed.

(c) If determined to be necessary in the reasonable opinion of the Director, the Town may require a restoration bond for the removal of abandoned facilities and restoration of the right of way at the time of permit approval.

Sec. 11-8-270 - Emergency procedures.

Any person maintaining facilities in the public right of way may proceed with repairs upon existing facilities without a permit when emergency circumstances demand that the work be done immediately. If the emergency repairs involve disturbing any public right of way improvement, the person doing the work shall apply to the Town for a permit on or before the third working day after such work has commenced. All emergency work repairs involving disturbance of any public right of way improvement or traffic will require prior telephone notification to the police and public works departments of the Town.

Sec. 11-8-280 - Revocation of permit.

(a) Any permit may be revoked or suspended by the Director, after written notice to the permittee for:

(1) Violation of any material condition of the permit or of any provision of this chapter.

(2) Violation of any provision of any other ordinance of the Town or state law relating to the work.

(3) Existence of any condition or performance of any act which the Town determines constitutes or causes a condition endangering life or damage to property.

(4) A suspension or revocation by the Director, and a stop work order, shall take effect immediately upon written notice to the person performing the work in the public right of way, or to the permittee's last known address.

(b) A stop work order may be issued by the Director to any person(s) doing or causing any work to be done in the public right of way without a permit, or in violation of any provision of this chapter, or any other ordinance of the Town.

(c) Any suspension or revocation or stop work order may be appealed by the permittee to the Town Manager by filing a written notice of appeal within thirty (30) days of the action. The decision of the Town Manager shall be the final decision of the Town.

Sec. 11-8-290 - Temporary Occupation Permits; application contents.

(a) Temporary Occupation Permit. Any person desiring to place facilities within the public right of way and does not already have permission to do so through an agreement with the Town or otherwise, must obtain permission from Community Development Director or designee, to temporarily occupy or encroach within the Town right of way. The term of such permit shall be thirty (30) days, however upon written application, such permits may be renewed for an additional thirty (30) day period. At the discretion of the Community Development Director or designee, the permit may be restricted for less than thirty (30) days, depending upon the purpose of the application. Any permit issued under this Article may be revoked if the holder

thereof violates any of the provisions of this Article or the rules and regulations of the Community Development Department, the Public Works Department or if the work allowed by the permit unduly interferes with pedestrian or vehicular traffic.

(b) The application for a Temporary Occupation Permit shall include the following:

(1) The name, address, and telephone number of the applicant owning the facilities to occupy Town right of way.

(2) The name, address, and telephone number of a contact person.

(3) The name and telephone number of an emergency contact who shall be available twenty-four (24) hours per day.

(4) A statement as to the purpose of the facilities and a detailed description of all types and quantities of facilities to be placed in the right of way.

(5) A statement as to whether installation will require a public right of way permit pursuant to this chapter and whether an application for such a permit has been filed with the Town.

(6) A non-refundable application fee of twenty-five dollars ($25.00) that is directly related to the costs incurred by the Town in processing and reviewing the initial license application. This fee shall be collected and retained by the Town, whether permission is granted or the application is denied.

(c) In addition to any fees charged as direct costs related to providing services relating to granting or administration of permits, the Town reserves the right to charge reasonable rates of compensation for any person's occupation of the public right of way as may be permitted by law.

(d) It shall be a prohibited encroachment to place any obstruction in the gutters/storm drainage facilities. This includes any type of temporary or permanently installed curb ramp, steel plates, or any other similar item designed to ease the slope of the curb.

Sec. 11-8-300 - Right of way encroachment permit.

Except as otherwise provided in this Code, it is unlawful for any person to obstruct or encroach upon any right of way, street or sidewalk with any debris, lumber, sand, gravel, dirt, abandoned or wrecked automobiles, or other material or substance without first obtaining a permit in accordance with this Article. Such permits may be granted only where the obstruction is necessary for the construction, alteration, or repair of the adjoining property and such permitted obstructions shall be limited to as short a time as is reasonably possible. Each day that an unlawful obstruction exists constitutes a separate and distinct offense.

Sec. 11-8-310 – Protection of pedestrian and vehicular traffic.

The holder of any permit issued under this Chapter shall provide whatever fencing the Director requires to protect pedestrian and vehicular traffic on the abutting public property. If required, the permit holder shall build and maintain a good and substantial protected walkway around the obstruction. The permit holder shall adequately light and mark the obstruction so as to protect pedestrian and vehicular traffic.

Sec. 11-8-320-Adequate drainage and access to fire hydrants required.

Any person holding a permit issued under this Chapter shall take such measures as may be required to ensure that adequate drainage is maintained around the obstruction. All fire hydrants shall be kept clear of all building materials, rubbish and other obstructions, and easy access to such hydrants shall be provided and kept clear at all times. Upon completion of the work, the permit holder shall remove all obstructions, materials, debris and rubbish within ten (10) days.

Sec. 11-8-330 - Oversize hauling permit.

(a) It shall be unlawful for any person(s), business entity, or corporation to use or occupy any street, alley or other public ground in the Town for the purpose of moving a building or other oversized structure greater than fourteen (14) feet in width across or thereon without first having obtained a permit from the Director.

(b) Application for a permit hereunder shall be made upon forms to be furnished by the Town and shall set forth such information as may be required thereon. At the time of making application, the applicant shall pay a permit fee as established by resolution by the Town Board and shall file the bond required herein.

(c) Application for a permit hereunder shall be accompanied by a corporate surety bond in an amount established by the Town Board, conditioned upon compliance with all requirements of the ordinances of the Town relating to activities under the permit.

(d) Any person using the streets, alleys or other public ground for the purpose of moving buildings and other structures across or thereon shall be responsible for any damage done to such street, alley or public ground or any improvements situated thereon, including, without limitation, trees and other plantings, signs, utility poles, utility lines, traffic signals and the like. Any such persons shall also be responsible for any damage caused to any private property by virtue of use of the streets, alleys and other public grounds of the Town for the purpose of moving such buildings or other structures.

(e) The Director shall determine whether the applicant possesses the technical qualifications and the necessary equipment for the moving of buildings and structures and shall issue or deny the permit based upon such determination.

(f) Any permit granted hereunder may be revoked by the Director upon written notice to the holder of the permit, if the permit holder fails to comply with the requirements of the ordinances of the Town relating to the permit or for other good cause relating thereto. In the event of such revocation, no fee paid hereunder shall be refunded. If any permit holder objects to the revocation of a permit by the Director, he or she may appeal the question of revocation to the Town Manager, who shall make the final determination on the question.

(g) Any permit granted hereunder shall be valid for ten (10) days unless sooner revoked.

Sec. 11-8-340 – Notice to remove.

(a) Whenever any encroachment, obstruction, facilities, or structure is made or located contrary to the terms of the permit therefor or without a permit or at such time as the permit is revoked as above provided for, or in violation of this Chapter, the Director shall give notice to the person who made or located such encroachment, obstruction or structure or caused or permitted the same to be done, or who owns or controls the premises with which such encroachment, obstruction or structure is connected, to remove such encroachment, obstruction or other structure. The same shall be removed within ten (10) days after notice.

(b) It shall be unlawful for any person to continue any encroachment, obstruction or other structure for a period of ten (10) days after receipt of the notice provided for above. Failure to comply may result in the Town removing the encroachment, obstruction or other structure, at the property owner's expense, issuance of a citation, or both.

Sec. 11-8-350. Noncompliance with notice.

(a) In case any notice given under Section 11-8-340 shall not be complied with, the Director is hereby authorized and empowered to cause the removal of the encroachment, obstruction or structure.

(b) Upon completion of such removal, the Director shall certify the cost of said removal, and the Director shall thereupon, by certified mail addressed to the owner of the premises with which the obstruction is connected, give notice of such removal and the cost incurred for such work, together with a statement that the cost of the work will be assessed against the owner's lot, tract or parcel of land if such cost is not paid to the Town within thirty (30) days after mailing of such notice.

(c) If such person fails to make payment within the thirty (30) day period, there shall be a right for the Town to claim a lien for any costs incurred by the Town for the remediation and enforcement of the encroachment, obstruction or structure.

(d) Any lien, established pursuant to this Chapter, shall be a first and prior lien upon the real property, upon which any encroachment, obstruction or structure is located and

which has been subject to remediation efforts of the Town pursuant to this Chapter, so long as all requirements of this Chapter have been followed. The lien provided under this Chapter remains attached to the property from the date the lien attaches until all applicable remediation costs, together with simple interest at the rate of eight percent (8%) per annum from the date the costs were incurred, are satisfied in full.

(e) The Town is not required to seek payment of remediation costs from any person other than the owner of the property. No change of ownership, occupancy or possession affects the application of this Article, and the failure of the owner to discover that property was purchased against which a lien for remediation costs exists in no way affects such owner's liability for payment in full. The Town may enforce its lien by a suit for foreclosure and sale of the property subject to the lien. The proceeds of the sale shall be applied to the unpaid remediation costs and allowable court costs in the manner provided for foreclosure of statutory liens. The lien may also be enforced by certification of assessment upon the property to the treasurer of the county wherein the property is located for collection by the county in the same manner as delinquent general taxes and special assessments upon such property are collected or by any other means provided by law. Unpaid remediation costs, together with simple interest at eight percent (8%) per annum and costs of collection, may also be collected by civil suit against the owner of the property, commenced at any time after the lien attaches.

Sec. 11-8-360 - Appeals procedure.

Any decision rendered by the Director pursuant to this Chapter may be appealed by the permittee to the Town Manager by filing a written notice of appeal within thirty (30) days of the action. The Town Manager, or a designee thereof, shall conduct an administrative hearing on the appeal. The decision of the Town Manager shall be the final decision of the Town.

Sec. 11-8-370 - Penalty.

If any person, firm, or corporation shall violate or cause the violation of any of the provisions of this chapter, they shall be guilty of a separate offense for each and every day or portion thereof during which a violation is committed, continues, or is permitted, and upon conviction of any such violation such person, firm, or corporation shall be punished as provided in Chapter 1, Article IV of the Code for each such violation.

Sec. 11-8-380 – Interaction with Existing Agreements.

To the extent anything in this chapter is in conflict with a franchise, master license agreement, or other existing authorization to use the right of way, the existing authorization shall control. Nothing within this Chapter shall prevent the Town from amending, renewing, or entering into new agreements to use the right of way which have different requirements than those of this Chapter.

Section 2. **Articles II, III and IV of Chapter 11, of the Windsor Municipal Code are repealed in their entirety.**

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, passed on first reading, and ordered published this 13th day of April, 2026.

TOWN OF WINDSOR, COLORADO

Julie Cline, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]

Introduced, passed on second reading, and ordered published this 27th day of April, 2026.

TOWN OF WINDSOR, COLORADO

Julie Cline, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]

ROW Ordinance

Kim Mihm, Deputy Town Attorney
Brian Rowe, Public Works Director
Omar Herrera, Engineering Director

Key Changes

Repeals and replaces Chapter 11, Article VIII

Consolidates all ROW related items into one section – including prior sections on excavations and encroachments.

Coordinates ROW permit applications with new software

ROW Permitting Ordinance

- **Purpose & Background**

  Manage public rights of way to protect safety and infrastructure

  Minimize ROW excavation disruption, cuts and business impacts

  Protect public infrastructure, concrete, asphalt, landscaping

  Create detailed maps/database regarding underground utility, communications and similar facilities

Chapter 11, Article VIII – All Things ROW related

11-8-10- Definitions

11-8-20 – Police Powers

11-8-30 – ROW Permit required.

- All construction, excavation or work in the ROW must be with a valid permit.
- (e) Failure to obtain a permit – Immediately cease all activity (unless for stabilization), administrative surcharge of $750 in addition to all permit fees.

Permit Application – 11-8-40



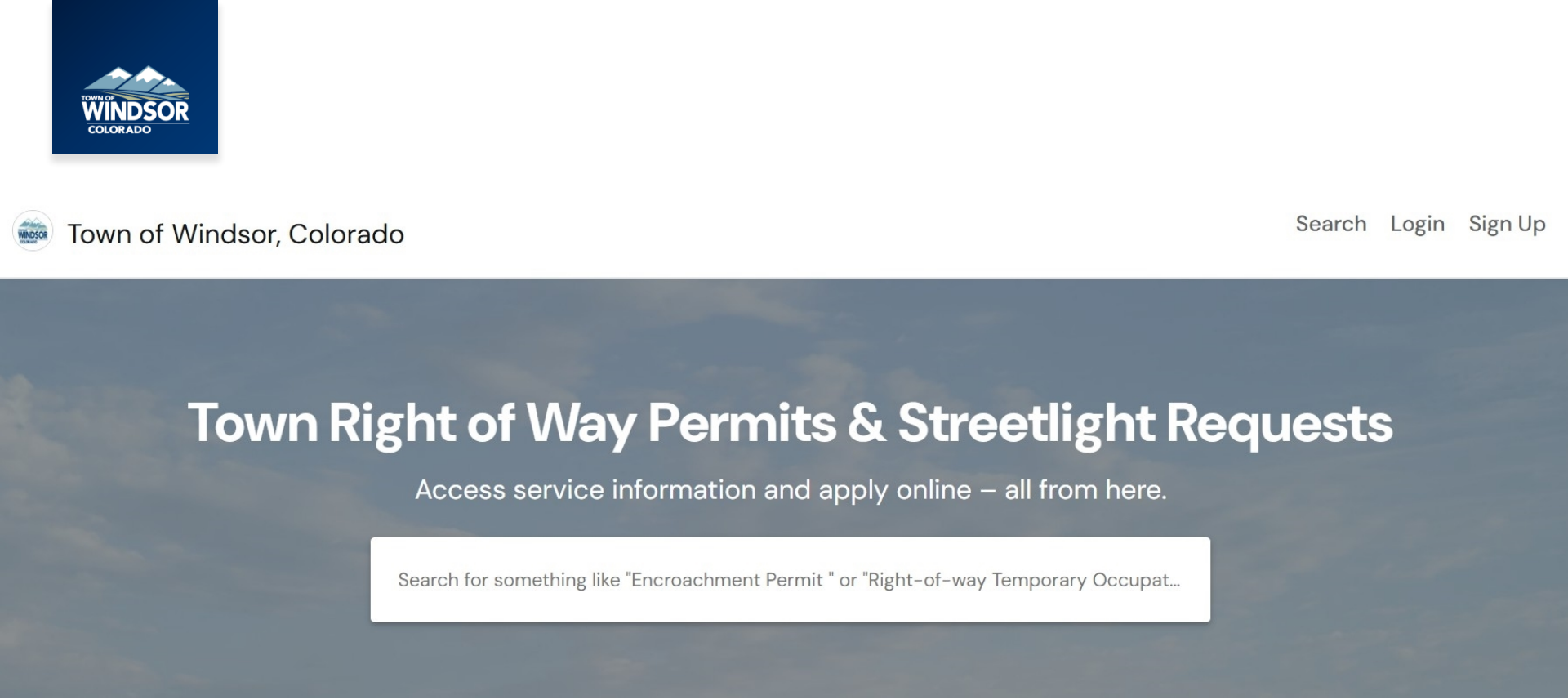
Online permit application and processing



Type of permit processed either by Public Works or Engineering



https://www.windsorgov.com/93/Engineering-and-Public-Works-Permits



ROW Permit Portal

Engineering ROW Permits

Building Transport Permit (Oversize Hauling) 11-8-330

Curb Gutter and Sidewalk Permit 11-8-190 (Sidewalk excavations)

Encroachment Permit 11-8-300

Right-of-way Excavation Permit Gen. ROW Permit 11-8-40

Right-of-way Occupation Permit 11-8-290

Public Works Permits

- Right-of-way Excavation Permit - Utility Repair
- Section 02595 - Utility Cuts, Backfill, and Pavement Patching (PDF)
- Division I - Street Specification
- https://www.windsorgov.com/93/Engineering-and-Public-Works-Permits

Joint Permit Applications

Applicants who apply jointly may share in the payment of the permit fee (split determined by the applicants).

Permit fees are set and adjusted as needed by Resolution

Insurance/Indemnification 11-8-50

All permittees must provide certificates of insurance for comprehensive general liability, special hazards and workers comp listing the Town as an additional named insured.

Permittee shall hold Town harmless, defend and indemnify the Town against all liability or damages . . .

Security/Inspections11-8-60-11-8-80

Permits are handled like any development

Security must be posted

Inspections must take place (minimum of three (3) inspections)

Unsatisfactory work – stop work order or draw against security

Two (2) year warranty

Pay for costs of engineering review and inspection

Traffic control plan 11-8-110

- Required when necessary to obstruct traffic
- Traffic control devices per Part VI of Manual on Uniform Traffic Control Devices
- Lane closures shall comply with the Town's Design Criteria and Construction Specifications.
- Nighttime lighting cannot spill out of construction area.

General ROW use and construction stds – 11-8-120

ROW	Joint	Work
ROW meetings – permittee to try to alert other providers of intent to trench, bore or cut in ROW and will attend meetings of the Town re ROW issues – including planning meetings to anticipate joint trenching and boring	When reasonable and practical, joint trenching or sharing bores or cuts is encouraged.	Work to limit interference with private/public property

Co-location by Town



Permittee to cooperate with Town in trenches or bores should Town desire to share – Town may place its facilities provided Town pays any incremental increase in the cost of sharing the trenching and boring.



Use of Conduits by Town – Town may install or affix and maintain its own facilities in or upon any of the permittee's ducts, conduits, or equipment in the ROW at a charge to be negotiated. This includes purposes of Town fire, police, traffic control devices, streetlights, SCADA, water, communications, fiber, telephone, and/or signal systems not competing with the permittee.

Joint Planning and Construction

- Annual meeting to discuss excavation master plan (11-8-200)
- Coordinate when practicable with Town's pavement management schedule (11-8-210)
- Minimize impacts of work in ROW (11-8-220)

New construction/overlay streets 11-8-240



Once an open trench or excavation is permitted, must wait five (5) years after completion before applying again. (potholing allowed at discretion of Director)



Additional pavement cut fees may apply



Relocation of facilities may be required (11-8-250)

Emergency procedures 11-8-270

- When emergency circumstances demand that the work be done immediately. If the emergency repairs involve disturbing any public right of way improvement, the person doing the work shall apply to the Town for a permit on or before the third working day after such work has commenced.

Thank you

Kim, Omar, and Brian

MEMORANDUM

Date: April 27, 2026
To: Mayor and Town Board
From: Sandra Mezzetti, Senior Planner
Re: Resolution No. 2026-25 - A Resolution Adopting the 2026 Town of Windsor Housing Needs Assessment
Item #: C.6.

Background / Discussion:
The Town's most recent housing study was conducted in 2015, Demographics and Housing Opportunities Study, which outlined recommendations the Town should take to address its housing needs. Since then, the town's population has more than doubled.

The Town's Strategic Plan identifies Strategic Growth as a guiding principle, emphasizing the importance of attainable housing to support a workforce that can live locally. In alignment with this priority, Goal 1.5 focuses on housing, and Action Step 1.5.1 directs the completion of a housing needs assessment to identify gaps and inform strategies that address Windsor's specific housing challenges.

Senate Bill 24-174 was incorporated into Colorado Revised Statutes Article 32 of Title 24, part 37 – Housing Needs Planning. The purpose of SB24-174 is to address challenges in developing housing for Coloradans of all budgets by allowing local governments and regions to identify and analyze their own housing needs, take action based on those needs, and implement flexible strategies for growth over time.

Housing Needs Assessment
A Housing Needs Assessment (HNA) is an informational tool used to identify the type and quantity of housing needed within a community or region. Its purpose is to ensure that current and future residents and employees—across all income levels—have access to safe, quality housing they can afford.

An HNA evaluates several key factors, including:

- The number of housing units needed to accommodate the projected population and job growth
- Demographic trends
- Economic characteristics of the community
- Existing housing inventory
- Current housing market conditions
- Development opportunities and constraints
- Existing housing programs and services

Using this information, the HNA estimates the additional housing required to address current shortages and meet future demand.

While the State requires each local government to complete an HNA, it does not mandate that jurisdictions build a specific number of housing units.

Jurisdictions must complete and publish an HNA by December 31, 2026, and update it every six years.

The draft HNA was presented to the Town Board on March 23, 2026. Following the work session, Mayor Cline raised the following concerns:

- The rental data relied heavily on sources such as Zillow and Redfin, which tend to reflect higher-priced rental units and may not fully represent the local rental market.
- The recently developed Jacoby Meadows Senior Apartments were not included in the rental analysis or pricing considerations.
- Over the past three months, housing prices have declined, and housing availability has increased. It is important to incorporate the most current housing market trends to ensure accuracy before committing funding or implementing policy changes.

Matrix Design provided the following response:

- Data from Zillow and Redfin capture homes and rental units that are actively listed on the market. As a result, these data tend to skew toward higher-priced units, as they disproportionately capture properties that are newer, recently renovated, or turning over at current market rates. This does not represent the full universe of housing, particularly lower-cost units occupied by long-term residents or those not actively marketed.
- Listing-based data are intentionally used because they provide the most current and comprehensive view of what prospective renters and home buyers would pay in today's market. This is particularly important for understanding barriers to entry for new households.
- Alternative sources such as the American Community Survey (ACS) measure rents paid by existing households and collect self-reported estimates of home values for owner-occupied units. These data are typically lower than current market rents in part because they include households who may have been in their units for many years—sometimes decades—and are paying below-market rents relative to what a new renter would face today.
- The most recent ACS data available at the time of analysis (2019–2023 five-year estimates) are inherently lagged and are often questioned by the public and stakeholders for that reason. ACS estimates are also based on a sample of households, whereas Zillow and Redfin draw from a much broader set of observed listings, providing a more complete picture of current market activity.
- With respect to Jacoby Meadows, listing-based datasets such as Zillow and Redfin capture properties once units are actively marketed. To the extent that units at Jacoby Meadows have been listed, they would be reflected in these data. More broadly, the analysis is designed to characterize overall market conditions rather than rely on any single development, though we are happy to review and incorporate additional property-specific context if helpful.
- Importantly, our housing needs estimates are not driven by listing data. Rather, they are based on underlying demographic, workforce, and housing stock characteristics—including household growth, income distributions, commuting patterns, and vacancy conditions. Listing data are used to contextualize current market conditions and pricing, but they do not determine the calculated need.

In response to the feedback received, the report text has been updated to more clearly describe the strengths and limitations of the Zillow and Redfin data.

Planning Commission Meeting

The Final Housing Needs Assessment was distributed to the Planning Commission as a communication item at its April 15, 2026, meeting. Chairman Reddick invited questions or comments from the Commission. No questions were raised, and the sole comment noted that the document was well written.

Financial Impact:

A Housing Needs Assessment (HNA) is an informational tool used to identify the type and quantity of housing needed within a community or region. While the State requires each local government to complete an HNA, it does not mandate that jurisdictions build a specific number of housing units.

Relationship to Strategic Plan:

The Town's Strategic Plan identifies Strategic Growth as a guiding principle, emphasizing the importance of attainable housing to support a workforce that can live locally. In alignment with this priority, Goal 1.5 focuses on housing, and Action Step 1.5.1 directs the completion of a housing needs assessment to identify gaps and inform strategies that address Windsor's specific housing challenges.

Recommendation:

Staff recommends that the Town Board approve the attached resolution adopting the 2026 Town of Windsor Housing Needs Assessment.

CC:

Attachments:

1. Resolution No 2026-25 - Adopting 2026 TOW Housing Needs Assessment
2. Windsor Final HNA 2026 4 6
3. Windsor HNA Final Presentation 2026 04 22

TOWN OF WINDSOR

RESOLUTION NO. 2026 -25

A RESOLUTION ADOPTING THE 2026 TOWN OF WINDSOR HOUSING NEEDS ASSESSMENT

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

WHEREAS, Senate Bill 2024-174 ("SB24-174") was incorporated into the Colorado Revised Statutes Article 32 Title 24 – Housing Planning; and

WHEREAS, SB24-174 requires subject jurisdictions to complete and publish a Housing Needs Assessment, ("HNA") that addresses affordability and displacement mitigation strategies, and each jurisdiction is required to update the HNA every six (6) years; and

WHEREAS, the Town contracted with Matrix Design Group, Inc. to complete the HNA for the Town; and

WHEREAS, the HNA has been reviewed and accepted by the Division of Local Affairs; and

WHEREAS, the Town Board has reviewed the attached 2026 Town of Windsor Housing Needs Assessment.

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

Section 1. The Town Board approves and adopts the 2026 Town of Windsor Housing Needs Assessment.

Upon motion duly made, seconded, and carried, the foregoing Resolution was adopted this 27th day of April, 2026.

TOWN OF WINDSOR, COLORADO

_____
Julie Cline, Mayor

ATTEST:

_____
Karen Frawley, Town Clerk



2026 Town of Windsor Housing Needs Assessment





2026 Town of Windsor Housing Needs Assessment



Prepared by:

Matrix

Excellence by Design

707 17th St, Suite 3150
Denver, CO 80202

Updated: April 6, 2026

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO ADOPTING THE HOUSING NEEDS ASSESSMENT

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, that the Housing Needs Assessment attached hereto is hereby accepted, ratified, and approved.

Adopted upon motion of _____, seconded by _____, and carried this ___ day of _____, 20, by the Town Board of the Town of Windsor, Colorado.

ATTEST:

_____

Town Clerk

_____

Mayor

_____

To be inserted upon formal adoption.

Partial funding for this project was provided by the Department of Local Affairs through a Housing Planning Grant award.

Acknowledgements

This report was prepared for the Town of Windsor. We recognize the leadership of the Town Board and Planning Commission and thank Town staff for their assistance in providing information and coordination.

Town Board Members

Julie Cline, Mayor

Ron Steinbach, District 1 / Mayor Pro Tem

Brian Jones, District 2

Lainie Peltz, District 3

Ken Symsack, District 4

Rick Klimek, District 5

Jason Hallett, District 6

Planning Commission Members

Timothy Reddick, Chair

Maxwell Nader, Vice Chair

Nathan Kinney, Secretary

Benjamin Kirch

David Hassard

Jordan Spight

John Neal

Nancy Frase, Alternate

Victor Tallon, Alternate

Town Staff

Shane Hale, Town Manager

Eric Lucas, Deputy Town Manager

John Thornhill, Community Development Director

Scott Ballstadt, Planning Director

Carlin Malone, Planning Manager

Sandra Mezzetti, Senior Planner / Project Manager

Kelsey Lutsch, Senior Planner

Kim Lambrecht, Long Range Planner

Mark Price, Planner II

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Executive Summary

The *2026 Town of Windsor Housing Needs Assessment* (HNA), prepared by Matrix Design Group, Inc. (Matrix), offers a comprehensive evaluation of the town's existing housing conditions, affordability challenges, and future needs. Matrix was retained in April 2025 to complete this assessment in accordance with Colorado Senate Bill 24-174, which requires municipalities with populations over 1,000 to conduct a housing needs assessment every six years. The legislation provides a standardized statewide framework for identifying housing gaps and emerging pressures, ensuring that communities like Windsor have current, data-driven insights to guide local policy decisions.

This assessment integrates rigorous quantitative analysis with focused community engagement to build a multidimensional understanding of Windsor's housing landscape. The quantitative work examines demographic and economic shifts, the composition and condition of the housing stock, rental and for-sale market trends, and both current and projected housing needs. These data-driven findings were supplemented by targeted outreach to residents, community partners, and stakeholders who offered on-the-ground perspectives. The qualitative and quantitative insights establish a strong foundation for identifying Windsor's most urgent housing challenges and shaping strategies to expand affordability, diversify housing options, and strengthen long-term community stability. The key findings are summarized below.

Demographic Trends

- Windsor's rapid growth continues to reshape housing demand. The population has expanded by more than 70% since 2015, reaching 40,016 in 2023, and is expected to exceed 50,000 residents (spread across nearly 18,800 households) by 2031, reinforcing the need for sustained housing production and diversity to avoid escalating affordability pressures.
- Windsor's shifting age profile points to broad, multi-generational housing needs. The town's growing senior population, now about 17% of residents, highlights rising demand for accessible, single-level, and senior-oriented homes that support aging in place. At the same time, a sizable youth population and strong base of working-age adults signal the need for a balanced housing supply that serves families, first-time buyers, young adults, and older residents looking to downsize.
- Declining household sizes may signal evolving preferences. Although Windsor's decline from 2.77 persons per household in 2010 to 2.73 in 2023 is marginal, it aligns with sustained national and regional trends toward smaller households. As aging populations, delayed childbearing, and rising single-person households persist, even modest declines are likely to continue, reinforcing demand for smaller, lower-maintenance, and more attainable housing options.
- Homeownership dominates Windsor's housing landscape. With 78% of households owning their homes, the community benefits from stability and wealth-building opportunities, but limited rental availability restricts housing diversity and flexibility.

Economic Trends

- Windsor's high household incomes contribute to strong housing demand but also rising costs. With a median household income of $121,758—about $30,000 above state and county levels—the town is relatively affluent. Higher incomes support homeownership demand but contribute to elevated housing prices that challenge low-to-moderate-income households and essential workers.
- A large income divide separates homeowners and renters. Renter incomes are less than half those of homeowners ($68,308 vs. $140,313), resulting in significantly lower housing cost capacity. This gap underscores the need for more attainable rental options and entry-level ownership opportunities to support young families and the local workforce.
- Lower-income residents face acute affordability barriers. Roughly 5% of Windsor residents live below the poverty line (approximately $31,000 for a family of four). Although lower than the

statewide rate of 9%, high housing costs and limited affordable inventory create significant hardship for these households.

- Labor market dynamics both reinforce strong housing demand and expose clear workforce housing gaps. Whereas residents tend to work in higher-earning sectors, many of the over 14,000 jobs located within Windsor are concentrated in lower-wage service and hospitality industries, meaning a significant share of local workers cannot afford to live in the community. Looking ahead, projected 14% regional job growth over the next decade—driven largely by health care and professional services—will further elevate housing demand across income levels.
- Commuting dynamics reflect Windsor's role as a residential hub. About 17,000 residents leave the town for work each day, while inbound commuters number less than half that total.
- Windsor's fiscal and business landscape has shifted notably in recent years. Between 2016 and 2024, real sales tax revenues collected by the Town increased from $12 million to $26 million. Between 2019 and 2024, business entity inactivations rose from 2.2% to 3.4% of all active registered entities. These volatile conditions signal a shifting economic base that could correspond with increased displacement risk for lower-income households.

Housing Inventory

- Although housing production has expanded rapidly, supply pressures persist. Windsor added nearly 7,000 total housing units between 2016 and 2023—a 75% increase. The town's housing stock consists of 16,117 units. Still, continued population growth have led to persistent supply and affordability challenges.
- Large single-family homes dominate Windsor's housing stock, limiting affordability and choice. Single-family detached homes represent 82% of all housing units, and units with two or fewer bedrooms constitute just 20% of the overall stock. This imbalance constrains options for renters, first-time buyers, young adults, downsizing seniors, and lower-income households.
- Recent permitting activity signals growing diversification of the housing supply. Nearly 2,800 units were permitted from 2022 to 2025, with 48% in multifamily buildings. Although adding supply does not automatically drive down rents in every context, particularly in high-demand markets, empirical studies generally find that new housing tends to moderate rent growth and reduce price pressures compared to supply-constrained conditions.
- With a median construction year of 2007, Windsor's homes are newer and more energy-efficient than those in much of the region. While the relationship between housing age and price is not one-to-one, older homes tend to offer lower price points in many markets.
- Overall vacancy rates have risen, but they mask true availability. Although 9% of units in Windsor are considered unoccupied, most are not market-ready. Seasonal homes, units under renovation, and homes otherwise held off the market make up more than half of vacancies.

Housing Market Trends

- Rents in Windsor are among the highest in the region, driven by its single-family oriented rental stock. The town's typical asking rent of roughly $2,550 demands a household income of nearly $110,000 to be affordable. This far exceeds the town's median renter income as of 2023 ($68,000), leaving limited attainable options for the local workforce.
- Lower-income renters have virtually no affordable choices. No rental listings in October 2025 were affordable to households earning $30,000. At the $50,000 level, only 7% of one-bedroom units were affordable, while no larger units were within reach. At $75,000, approximately 82% of one-bedroom rentals and 20% of two-bedroom units met the affordability threshold.
- Rental costs have grown faster than renter incomes. From 2018 to 2023, rents increased 19%, while renter incomes grew just 9%, creating a large affordability gap that threatens housing stability.

- Despite recent cooling, home prices remain historically high. With a median sale price of $575,000 across all residential property types as of October 2025, inflation-adjusted prices are about 50% higher than in 2012. In October 2025, the median single-family home sold for approximately $130,000 more than the median townhome.
- Based on conventional affordability standards, a household income of $197,598 is needed to afford the median single-family home, compared to $176,706 for the median townhome. Even the latter value exceeds the town's actual median income by over $55,000.
- Middle-income households face limited ownership pathways. A small fraction of recent home sales were affordable to households earning from $100,00 to $150,000.
- Higher interest rates have reduced buyer activity and mobility. At October 2025's median price, financing a single-family home at 6.3% results in a monthly payment roughly $670 higher than at 2019 rates, pricing out many prospective buyers. These elevated rates have also played a major role in driving down turnover rates.
- Market conditions have eased but remain tight. At current levels, Windsor's inventory would take 3.7 months to sell out, bringing the market closer to a balance between buyers and sellers than in earlier years. Homes are taking longer to sell, with the median home spending 70 days on the market in late 2025, yet price pressures persist.

Housing Problems

- Renter cost burdens are widespread. Nearly 60% of all renters, including 74% of senior renters, spend more than 30% of income on housing, far exceeding regional levels and leaving limited resources for basic needs and increasing the risk of instability.
- Many mortgaged homeowners also face financial strain. About 27% of homeowners with a mortgage are cost burdened. With less financial cushion, these households are more vulnerable to income disruptions and unexpected expenses, while reduced discretionary spending dampens local economic activity.
- Approximately 1.3% of Windsor households live in overcrowded conditions, defined as more than one person per room (excluding bathrooms and kitchens). While this rate is relatively low, it has grown over time, and affected households face heightened risks of stress, illness, and poor educational outcomes.
- Regional homelessness is rising, with the 2024 HUD Point-in-Time Count (PIT) identifying nearly 900 individuals experiencing homelessness across Weld and Larimer Counties. Although PIT underestimates true need, the upward trend, particularly among unsheltered individuals, suggests increased pressure on housing and supportive services throughout the region.
- Substandard housing is relatively rare in Windsor. While the town generally fares better than the region overall, a subset of homes lack complete kitchens or plumbing or rely on non-standard heating fuels. These conditions, often linked to aging units or deferred maintenance, suggest that reinvestment and enforcement of basic habitability essentials remain essential.
- Displacement risk clusters in the southwest and parts of central Windsor, reflecting concentrations of residents who may be especially sensitive to cost increases and redevelopment activity. Windsor fares better than the region on many risk measures, but its high rate of cost-burdened households signals ongoing vulnerability.
- The costs of building materials, construction labor, and land remain high, straining developers' ability to develop quality, diverse housing options in Windsor. While the desire for missing middle-housing types steadily grows, including in Windsor, supply is limited, and newly constructed units are often priced beyond the reach of many workforce households.

Current and Projected Housing Needs

- Windsor's overall jobs–housing balance is healthy, but low-income workers face far more challenging conditions. While the town has roughly one job per housing unit—within the preferred range—there are more than twelve low-wage jobs for every income-appropriate unit, forcing many of the lowest-income workers to seek housing elsewhere or in unstable arrangements.
- Windsor has substantial total needs for specialized housing: approximately 2,648 accessible/visitable units (about 11% of the stock) and around 65 supportive units (0.3%) are required to accommodate residents with disabilities and those experiencing homelessness, respectively. These figures represent overall need, not the current shortage or gap in available units.
- More than one-third of Windsor households earn below 80% AMI, including two-thirds of renters, and the town faces a current shortfall ranging from 1,326 to 2,702 housing units, with significant need at lower income levels. Without additional affordable options, many lower-income households may struggle to remain in the community.
- Cumulative housing need, which combines today's estimated shortfall with the housing required to accommodate future household growth, is projected to range from 6,359 to 7,734 units by 2033. This total includes between 4,816 and 5,927 owner units and 1,543 and 1,807 rentals, with an estimated 5,030 units required just to house expected new households, signaling the need for sustained and diversified housing production.

Community Engagement

- A robust community engagement process, including public engagement events, stakeholder interviews, and a community survey helped gather input from residents, stakeholders, and those interested in living in Windsor on housing challenges, opportunities, and perspectives.
- Public engagement events, including pop-up booths at the Windsor Harvest Festival and Summer Concert Series and an open house at the Community Recreation Center, provided opportunities for residents to interact with early findings and share their housing priorities. Across both events, participants highlighted growing concerns about housing affordability, the lack of rental choices, and whether younger generations and future workers will be able to live in the community.
- Engagement activities showed notable support for a wider range of housing types, particularly accessory dwelling units (ADUs), duplexes, townhomes, and other "missing middle" options that are currently limited in Windsor.
- Five stakeholder interviews were conducted with representatives from the education sector, the business community, local planning agencies, and housing specialists. These interviews emphasized the widening gap between local incomes and housing costs, the community's constrained supply of rental and entry-level ownership units, and the need for coordinated partnerships across sectors and improved connections between land use and transportation planning.
- Stakeholders noted that limited housing choices hinder workforce recruitment and retention, and that development costs and stigmas around affordable housing restrict the production of attainable homes.
- The community survey, which received 273 responses, primarily captured feedback from older, higher-income homeowners, indicating an underrepresentation of younger residents, renters, and lower-income households. Survey results showed that while most residents are satisfied with their housing and Windsor's overall quality of life, many are dissatisfied with the affordability and availability of housing options.
- Residents expressed concern about rising housing costs, limited opportunities for younger households, and the growing burden of housing expenses on financial security. Support for expanded housing diversity was moderate, with particular interest in single-family homes, senior living options, and "missing middle" housing types.

Affordable Housing Resources, Programs, and Opportunities

- Windsor's forthcoming Housing Action Plan will build upon the findings of this Needs Assessment and will provide a phased set of short-, medium-, and long-term recommended actions to expand housing choice, improve affordability, and strengthen the community's overall housing ecosystem.
- The Action Plan will: (1) examine and recommend modifications to current programs and policies related to tenant protections, supportive housing, and support for homebuyers and homeowners; (2) identify local, state, and federal financial tools and resources to support the maintenance, preservation, and development of housing; (3) explore ways to increase engagement, partnership, and collaboration between residents, local government partners, nonprofits, developers, employers, and other key stakeholders; (4) outline development incentives for needed housing types like senior and affordable housing; and (5) examine and refine Windsor's current development standards, zoning regulations, and administrative procedures to enable and promote diverse housing types and streamline the production of housing.
- The Action Plan will be in alignment with and build upon the Town's anticipated Downpayment Assistance Program, recent updates to ADU regulations to comply with state requirements, and ongoing procedural and land use code updates.
- Ultimately, these recommendations will aim to modernize regulations, lower barriers to development and promote desired housing types, and target financial and programmatic resources where they are most needed. A clear implementation framework will ensure that Windsor has the tools needed to move toward a more resilient, attainable, and inclusive housing future.

Introduction

Windsor is one of Northern Colorado's fastest-growing communities, having transformed over the past two decades from a small agricultural town into a regional hub characterized by strong household incomes, master-planned neighborhoods, and sustained residential expansion. Situated among three growing communities—Fort Collins and Loveland to the west and Greeley to the east—Windsor has become an appealing home base for commuters, while steady economic growth and high-quality community amenities continue to attract new residents. Yet rapid growth has also introduced new pressures, particularly rising housing costs, limited diversity in housing types, and mounting challenges for renters, young adults, and lower-income workers seeking to access or remain in the community. These evolving dynamics shape much of Windsor's contemporary housing landscape, where strong demand and a predominantly single-family housing stock leave many households with narrow options across both the rental and ownership markets.

The *2026 Town of Windsor Housing Needs Assessment* (HNA), developed by Matrix Design Group, Inc. (Matrix), provides a comprehensive evaluation of existing housing conditions, current and projected needs, and emerging affordability challenges across the community. The assessment incorporates premier datasets, advanced analytical methods, and insights from stakeholders and residents to build a detailed understanding of how Windsor's housing market is functioning today. Matrix was retained in April 2025 to conduct this study, which offers the town's most up-to-date and holistic picture of housing demand, supply dynamics, and long-term pressures. By examining demographic trends, market performance, housing stock characteristics, cost burdens, and future growth trajectories, the HNA lays the foundation for identifying where gaps exist and what types of housing will be most needed in the years ahead.

This assessment was completed in accordance with Colorado Senate Bill 24-174, which requires municipalities with populations of 1,000 or more to conduct a housing needs assessment every six years. The statute establishes a statewide framework for identifying local housing gaps and advancing data-driven, community-specific solutions that align with regional and state housing objectives. Insights from the Windsor HNA will directly inform the forthcoming Housing Action Plan, which will outline targeted strategies to expand affordability, preserve existing housing, encourage diverse and sustainable growth, and strengthen long-term stability for households across Windsor.

Methodology

The HNA combines rigorous quantitative analysis with qualitative insights from community stakeholders to develop a comprehensive understanding of local housing conditions, needs, and emerging challenges. The methodology follows the Colorado Department of Local Affairs (DOLA) housing needs assessment guidelines to ensure alignment with statewide standards and full compliance with SB 24-174.

The quantitative analysis uses a comparative framework to situate Windsor within its broader regional housing landscape. Demographic, economic, and housing indicators for Windsor are evaluated alongside those of Firestone and Frederick, as well as Weld County, Larimer County, and the State of Colorado. These peer communities were selected because they share similar growth trajectories, development patterns, and market pressures characteristic of northern Colorado. While the comparisons provide important context for interpreting Windsor's trends, this study is not a regional needs assessment; rather, it is designed to highlight Windsor's distinct housing dynamics within the region.

The assessment integrates data from multiple federal, state, local, and proprietary sources to construct a detailed portrait of housing affordability, supply, and demand in Windsor. The analysis draws on the most recent information available, though timeframes vary across datasets due to differences in release schedules and reporting cycles.

Key data sources include:

- *American Community Survey (ACS):* Administered by the U.S. Census Bureau, the ACS is a foundational source of demographic, social, economic, and housing data at multiple geographic levels. Estimates are developed using probability sampling and statistical weighting to ensure representativeness across communities. This assessment primarily uses the 2023 five-year ACS, which

covers the period from 2019 to 2023, while incorporating data from the 2018 five-year ACS (2014–2018) to provide a longitudinal view of local trends. When discussing five-year ACS data, this report references only the year featured in the title of the survey. Importantly, ACS data are not merely reported as standalone descriptive statistics. Rather, the estimates serve as inputs for many of the analyses presented in this report. Figures such as housing gaps and affordability shortfalls were derived by integrating ACS estimates with other sources and applying additional methods.

- ***State Demography Office (SDO):*** Historical and current estimates of total households, population, housing units, and average household size were provided by the SDO. These estimates were also used to adjust ACS population and household counts for consistency across data sources and to reflect the most current totals. In addition, county-level SDO projections served as the basis for Windsor's population, household, and future housing need forecasts.
- ***Bureau of Labor Statistics (BLS):*** Local labor force and employment data were supplied by the Local Area Unemployment Statistics (LAUS).
- ***Colorado Department of Labor and Employment (CDLE):*** Long-term employment projections for the Fort Collins-Loveland Metropolitan Statistical Area (MSA) were furnished by the CDLE.
- ***Longitudinal Employer-Household Dynamics (LEHD):*** Commuting flow data were used to evaluate the relationship between jobs and housing across geographies, based on estimates from the U.S. Census Bureau's LEHD program.
- ***Colorado Secretary of State:*** The Business Entities in Colorado database was used to analyze commercial activity in Windsor, specifically business registrations and inactivations.
- ***Zillow:***
  - ***Zillow Observed Rent Index (ZORI):*** This proprietary metric tracks changes in asking rents over time across a broad segment of the rental market, including both professionally managed and individually owned units. ZORI is used to capture real-time market conditions and pricing trends, particularly for units actively turning over. Because it measures current asking rents rather than in-place rents, it provides a timely indicator of market pressure and the cost of entering the rental market.
  - ***Zillow Rental Listings:*** Zillow's rental listings data provide a snapshot of asking rents by unit type and price point across available units. These data are used to assess current market availability and variation in pricing, offering insight into the range of rents faced by prospective renters. While listings may skew toward units that are newer, recently renovated, or actively marketed, they are valuable for understanding how the market is pricing units today.
- ***Redfin:*** Aggregate data from Redfin were used to analyze trends in the for-sale housing market, including median home prices, sales volume, and time on market. Similar to Zillow, Redfin data capture current market activity, providing a timely view of pricing dynamics and shifts in supply and demand conditions. These data are particularly useful for identifying recent changes in market momentum, including periods of softening or increased inventory.
- ***Larimer County and Weld County Assessor:*** Parcel-level transaction data complemented the Redfin data by offering property-specific insights into recent sales activity.
- ***HUD Point-in-Time (PIT) Count:*** The annual PIT count, conducted in accordance with U.S. Department of Housing and Urban Development (HUD) guidelines, provided a snapshot of sheltered and unsheltered homelessness across the region.
- ***Town of Windsor:*** The Town's Building Permit Reports series, published by Windsor Community Development, supplied data on permitting activity and trends. The Town also provided data on annual local sales tax revenues.

In addition to the quantitative analysis, this assessment incorporates extensive community input to ground the findings in the lived experiences of Windsor residents, workers, and local partners. Engagement efforts included a community questionnaire, stakeholder interviews with developers, housing professionals, service

providers, and institutional partners, as well as public engagement events held throughout the assessment process. These conversations and responses provided valuable insight into how housing challenges are unfolding on the ground, ranging from affordability pressures and limited housing choice to concerns about displacement and the needs of seniors, renters, and young households. The integration of community perspectives with quantitative data creates a more complete picture of Windsor's housing challenges and opportunities, grounding the recommendations in both empirical evidence and lived experience.



Demographic Trends

Windsor's population has grown rapidly over the past two decades, transforming from a small agricultural town into a thriving regional community. The town's population has more than quadrupled since 2000 due to sustained in-migration and Windsor's appeal as a family-oriented community with high-quality amenities. This section examines key demographic trends shaping current and future housing needs, including population growth and projections, age structure, racial and ethnic composition, educational attainment, and household characteristics. Collectively, these indicators point to an increasingly educated and higher-income population, an aging resident base, and gradual diversification in household types. While Windsor remains largely homogeneous and ownership-oriented, demographic change, particularly population aging and declining household size, will influence the scale and type of housing needed in the years ahead.

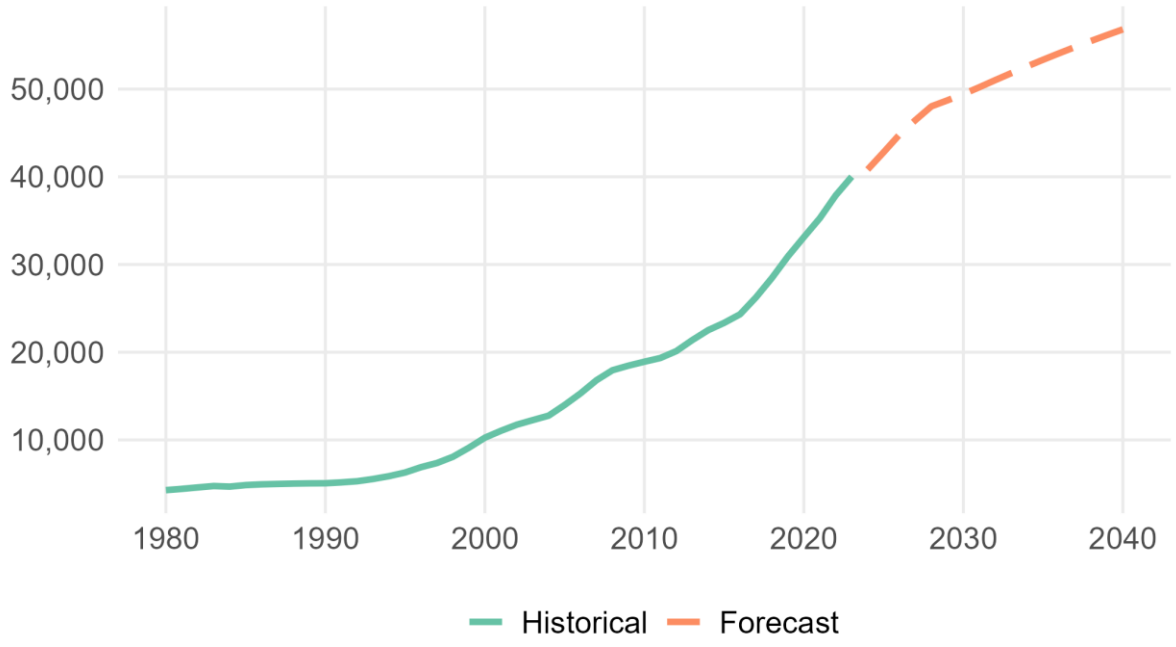


Population

Figure 1 presents yearly population estimates for Windsor. For much of its history, Windsor has remained a small community, with a population of just 4,277 in 1980. Growth continued at a modest pace through the end of the century, reaching 10,256 by 2000. The town expanded more rapidly during the 2000s, nearly doubling to 18,918 residents by 2010. Growth moderated in the period following the Great Recession (2007–2009), as the broader economic recovery unfolded gradually and national migration and household formation patterns took time to fully rebound. Windsor's population increased to 23,347 by 2015 before accelerating again during the subsequent expansion. By 2023, Windsor's population had reached *40,016*—an increase of more than 70% in less than a decade.

The 2024 to 2040 population projections are grounded in county-level forecasts prepared by the Colorado State Demography Office. Windsor's projected population is derived by allocating those county forecasts to the Town based on modeled trends in Windsor's historical share of the Larimer County and Weld County populations. This approach ensures that the projections remain consistent with regional demographic expectations while also capturing Windsor's documented pattern of increasing share within each county. Under this framework, Windsor's population is projected to reach approximately 49,426 by 2030, increase to 53,349 by 2035, and grow further to 56,810 by 2040. While the projections are aligned with State Demography Office regional forecasts, actual growth will ultimately depend on factors such as land availability, development activity, interest rates, infrastructure capacity, and policy decisions that may either support or constrain future development.

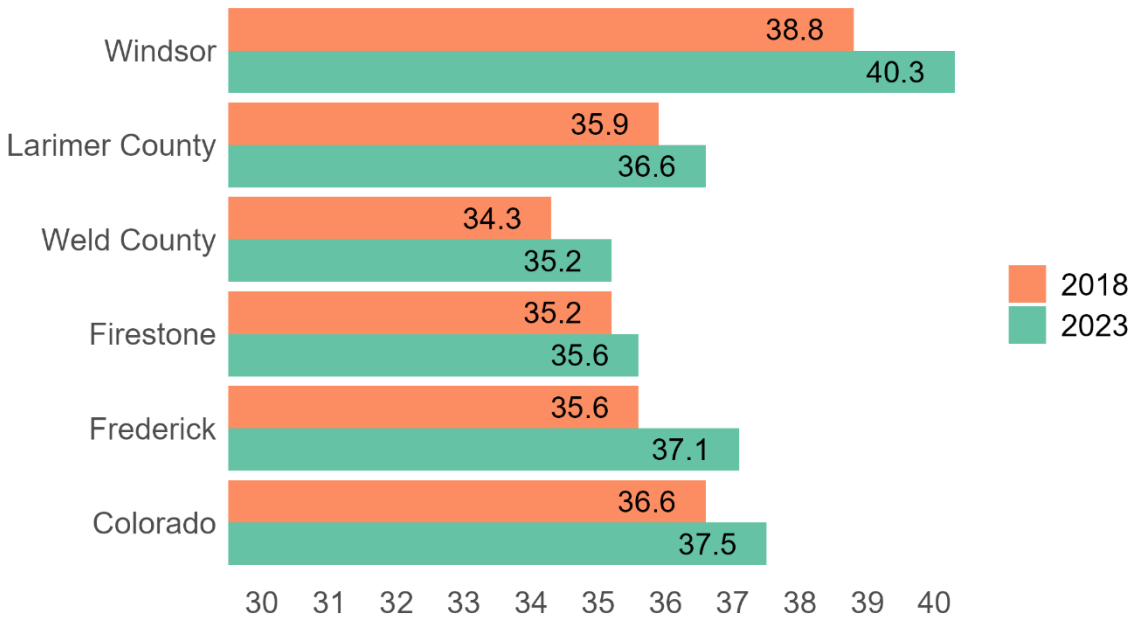
Figure 1. Historical and Projected Population Growth in Windsor, 1980—2040



Source: State Demography Office; Matrix Design Group, Inc.
Note: Population projections are based on county-level forecasts prepared by the Colorado State Demography Office and allocate projected growth to Windsor using modeled trends in the town's historical share of Larimer County and Weld County populations. This approach aligns Windsor's outlook with regional demographic expectations while accounting for the Town's sustained pattern of increasing share within each county, providing a realistic baseline for how population may continue to grow in the coming decades.

Like broader regional and statewide trends, Windsor's population has continued to age over the past five years (see Figure 2). The town's median age rose from ***38.8 in 2018 to 40.3 in 2023,*** nearly three years higher than the statewide median and above that of Larimer and Weld Counties as well as nearby communities such as Firestone and Frederick. Windsor's older age profile is the result of both the in-migration of middle-aged and retired households seeking high-quality housing and amenities and the gradual aging-in-place of long-term residents. This demographic shift has implications for future housing needs, particularly the demand for accessible single-level homes, smaller ownership options that allow downsizing within the community, and assisted living or independent senior housing options. As the share of older residents continues to rise, ensuring a range of housing choices that support aging in place will become increasingly important to maintaining community stability and inclusivity.

Figure 2. Median Population Age, 2018 & 2023



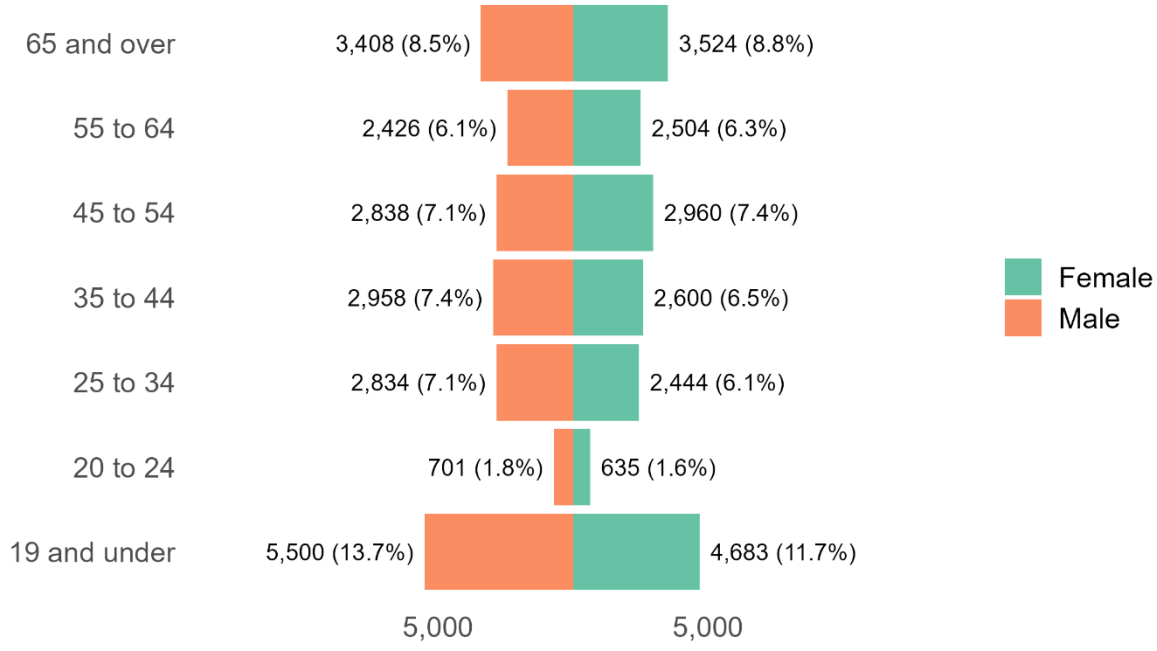
Source: Five-Year American Community Survey; Matrix Design Group, Inc.





Windsor's population age distribution is *relatively balanced.* As the population pyramid in Figure 3 illustrates, residents under age 20 represented roughly one-quarter of the population (over 10,100 individuals), while adults aged 20 to 34 accounted for 17%, or about 6,600 residents. Another 5,500 residents fell between ages 35 and 44, followed by more than 10,700 adults aged 45 to 64. Seniors aged 65 and older represented about 17% of Windsor's population, totaling roughly 7,000 residents. This distribution indicates steady demand across the *full housing spectrum,* from family-oriented ownership housing to smaller rental and ownership options for young adults and empty nesters. However, the sizable and growing senior cohort indicates an increasing need for accessible and low-maintenance housing, while the strong presence of children and middle-aged adults suggests a pipeline of attainable single-family and move-up housing will continue to be integral to family stability and intergenerational continuity within the community.

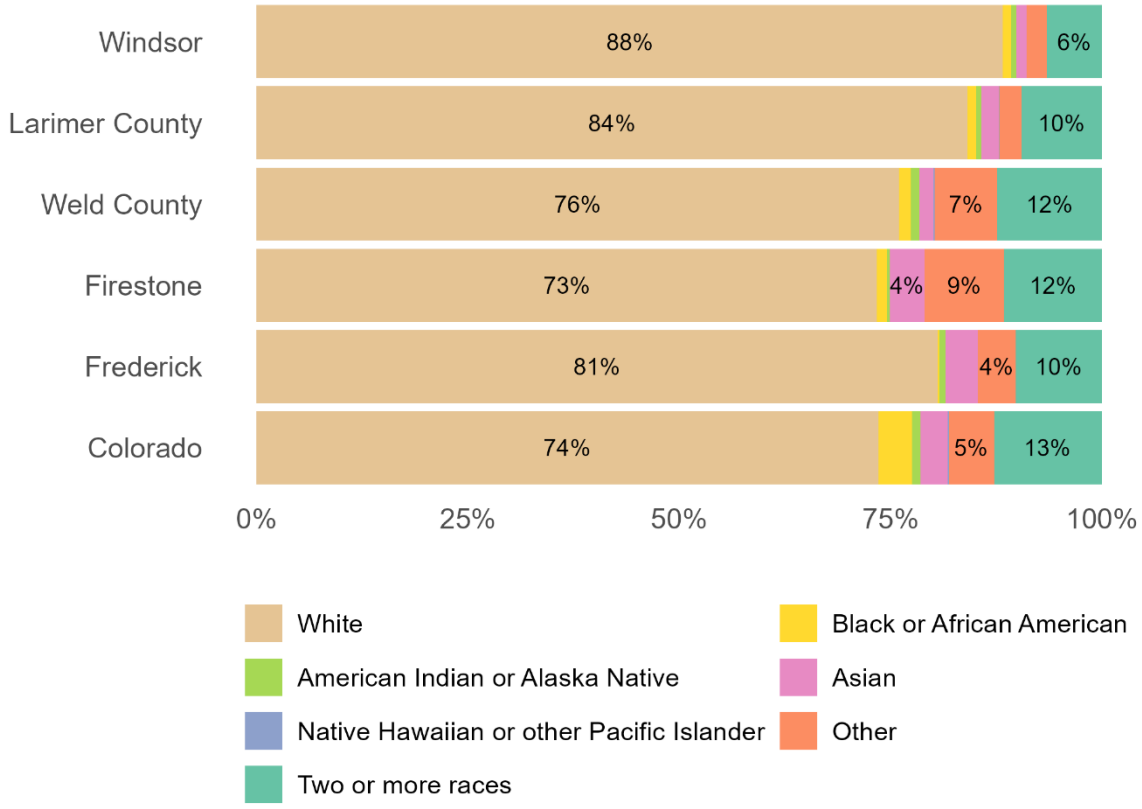
Figure 3. Population by Age and Sex in Windsor, 2023



Source: Colorado State Demography Office; Five-Year American Community Survey; Matrix Design Group, Inc.
Note: ACS estimates of population by age and sex were proportionally scared to match the State Demography Office's total 2023 population estimate for Windsor.

Windsor's population remains highly homogeneous. About 88% of residents identified as white—well above the statewide share and higher than in Larimer and Weld Counties or nearby peer communities. Roughly 6% of residents identified as two or more races, while all other racial groups each accounted for 1% or less of the population. The town's racial composition resembles that of many Northern Colorado suburbs, carrying implications for housing access. Research consistently shows that households of color tend to have lower homeownership rates, enter homeownership later in life, and experience greater financial barriers to purchasing homes.[1] As Windsor continues to grow and diversify gradually, expanding the availability of attainable ownership options and reducing barriers for first-time buyers will be important to fostering an inclusive housing market.

Figure 4. Population Racial Makeup, 2023

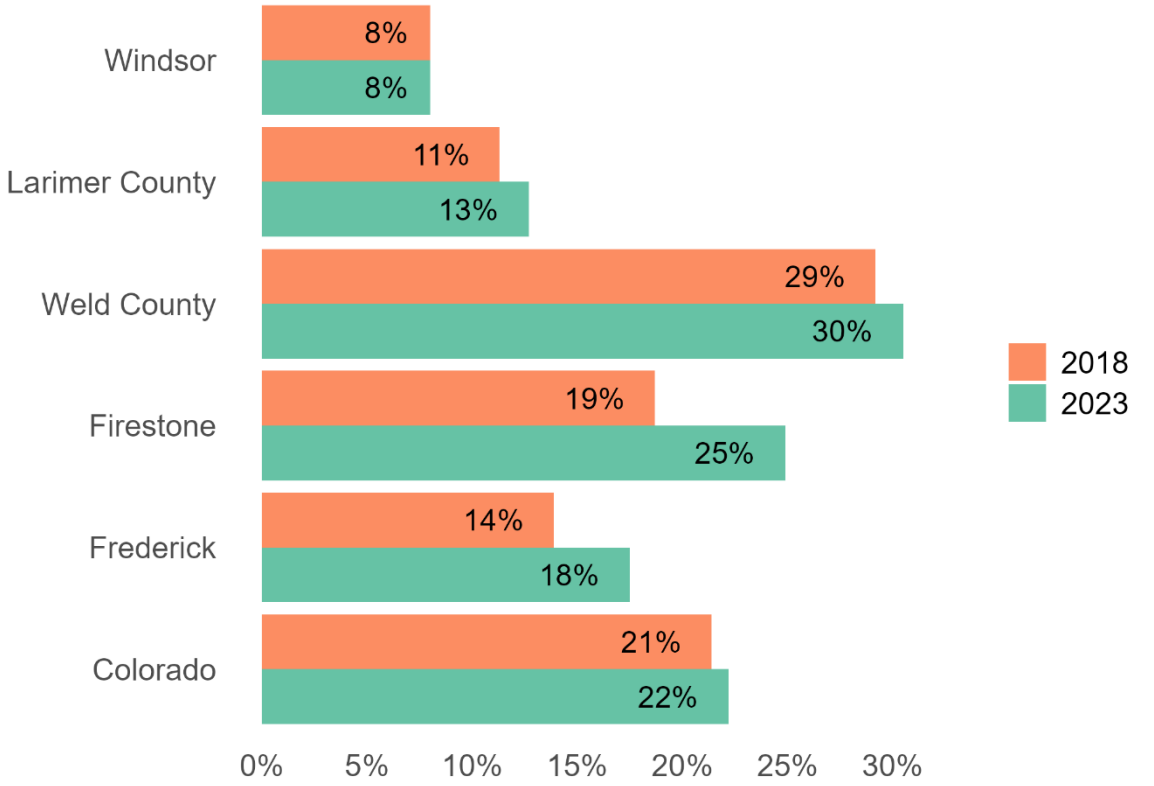


Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: In U.S. Census and ACS data, Hispanic or Latino is classified as an ethnicity, not a race. Individuals identifying as Hispanic may be of any race.

[1] Urban Institute. *Explaining the Black-White Homeownership Gap: A Closer Look at Disparities across Local Markets*. 2021.

Roughly 8% of Windsor residents identified as Hispanic or Latino in 2023, a share that has remained stable in recent years. By comparison, Latino residents account for a substantially larger proportion of the population elsewhere, particularly Weld County as a whole. Limited racial and ethnic diversity in a community can signal potential barriers to entry—such as constrained rental supply, higher home prices, or limited starter-home opportunities—that may restrict the extent to which a broader and more diverse population is able to access the local housing market. Over time, expanding the range of attainable housing options could help bring Windsor into alignment with regional demographic patterns.

Figure 5. Latino Share of the Population, 2018 & 2023

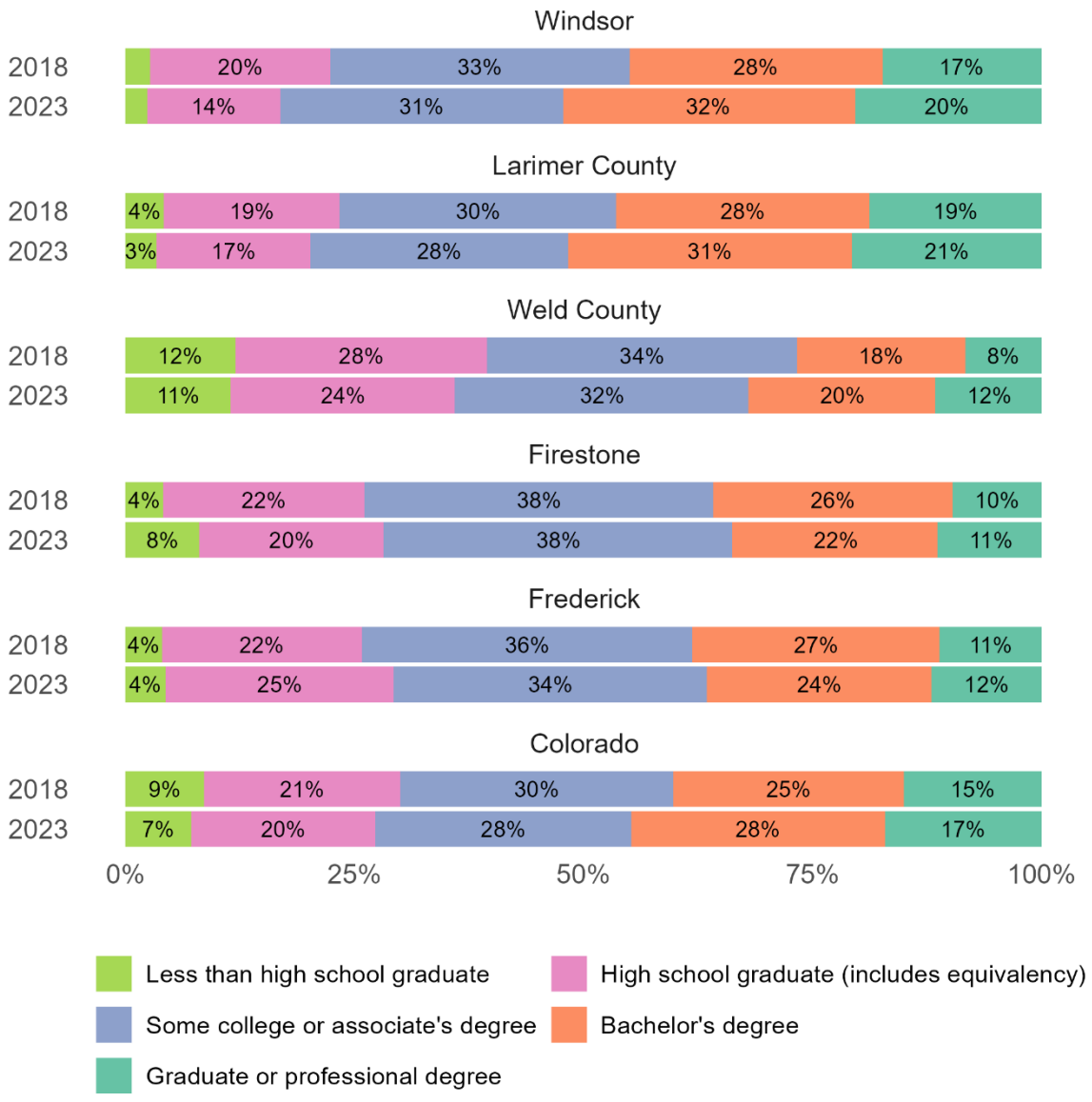


Source: Five-Year American Community Survey; Matrix Design Group, Inc.



As Figure 6 illustrates, educational attainment in Windsor has risen substantially in recent years, reflecting the town's increasingly skilled and professional resident base. As of 2023, ***52% of adults held at least a bachelor's degree***—well above the statewide average of 45% and comparable to levels across Larimer County. Windsor's attainment rate also exceeds those of Weld County and nearby communities such as Firestone and Frederick. Windsor's educational profile aligns with its growing concentration of professional and managerial households, contributing to higher median incomes and a strong base of homeownership demand. At the same time, it can place upward pressure on housing prices and limit affordability for service-sector workers and first-time buyers.

Figure 6. Population Educational Attainment, 2018 & 2023

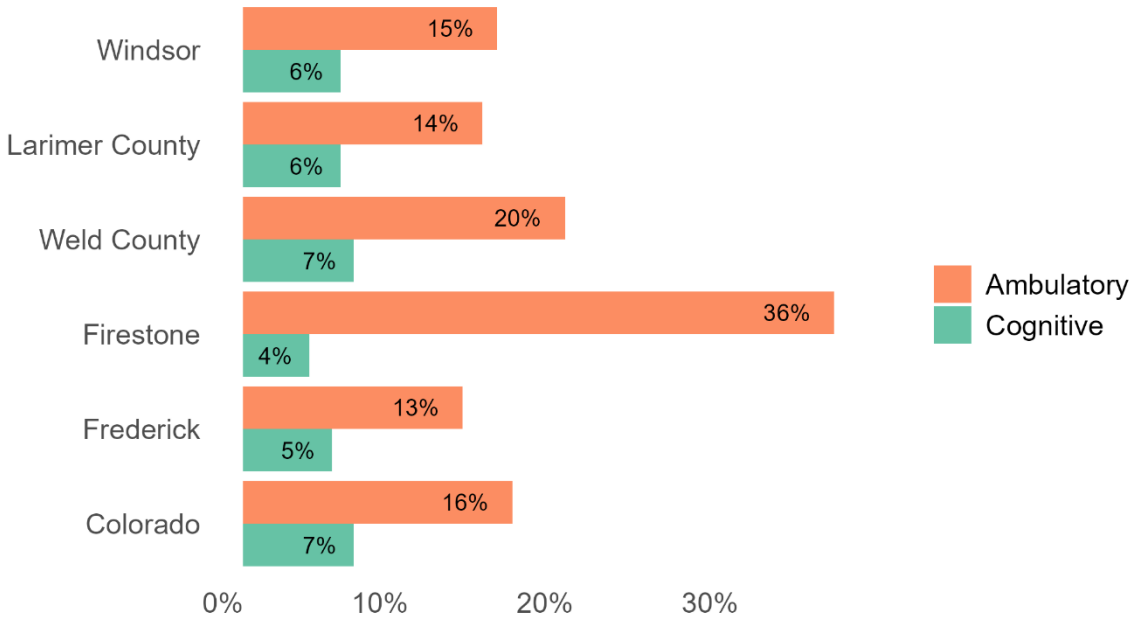


Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: Rates are for the 25-years-and-over population.

AMONG ALL RESIDENTS, 1,263 EXPERIENCED A COGNITIVE DISABILITY, WHILE AMBULATORY CHALLENGES IMPACTED 1,458.

Among Windsor residents aged 65 and older, the most common disabilities with direct implications for housing needs are ambulatory and cognitive limitations. As of 2023, roughly *15% of Windsor seniors experienced an ambulatory disability*—defined as serious difficulty walking or climbing stairs—while about *6% reported a cognitive disability* (see Figure 7). This equated to an estimated 940 and 361 seniors, respectively. These rates are broadly consistent with regional and statewide averages, suggesting that Windsor's aging population faces similar accessibility challenges to those observed elsewhere in Colorado. The prevalence of mobility and cognitive limitations indicates a substantial need for housing that accommodates aging and disability—such as single-level homes, units with step-free entries and wider doorways, and accessible rental or ownership options integrated into mixed-age neighborhoods—to enable residents to age safely and independently within the community. It also highlights the importance of developing and maintaining an adequate supply of memory care and other senior living facilities to serve residents with higher levels of cognitive or physical support needs.

Figure 7. Disability Rates among 65-Years-and-Over Population, 2023

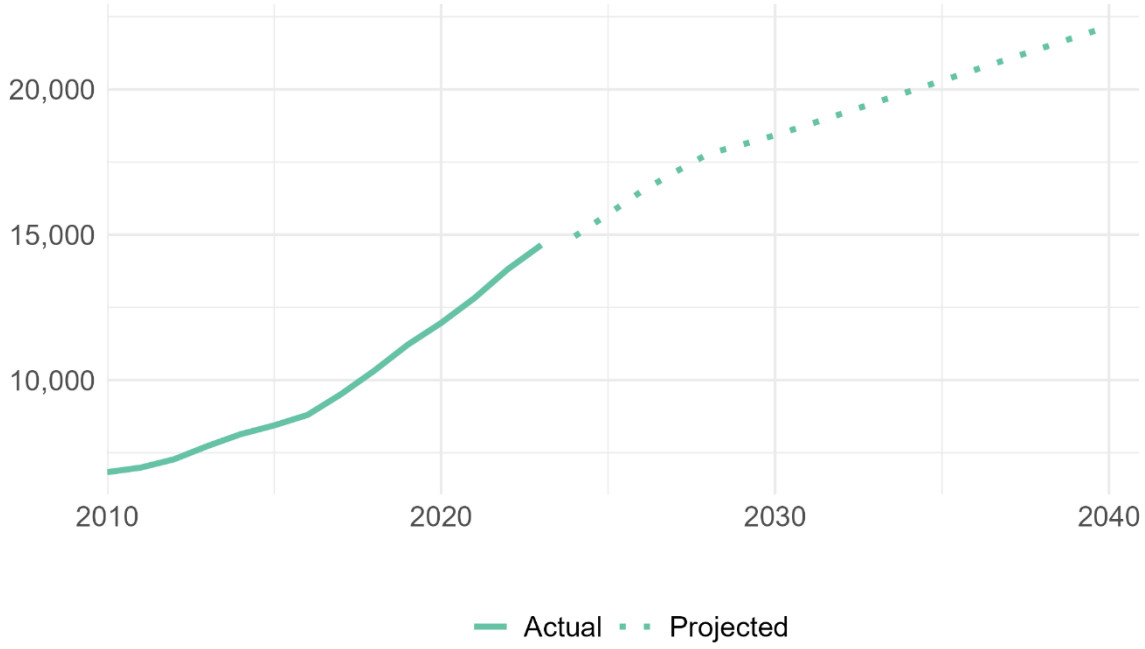


Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: An ambulatory disability refers to a mobility limitation resulting from a physical condition, injury, illness, or age. A cognitive disability refers to a physical, mental, or emotional condition that negatively impacts a person's ability to concentrate, remember, or make decisions.

Household Characteristics

Windsor has experienced ***exponential household growth*** over the past decade and a half (see Figure 8). In 2010, the town was home to just 6,832 households, and between 2010 and 2015, it added 1,609 households, averaging about 322 per year. Growth accelerated sharply beginning in 2016, mirroring the town's population surge. From 2016 to 2023, the number of households increased from ***8,801 to 14,648,*** an average gain of 835 households annually. Looking ahead, Windsor is projected to ***cross 20,000 households by 2035 and reach 22,171 households by 2040.*** These projections, however, are based on historical growth patterns and do not account for potential constraints related to available land, infrastructure capacity, or policy decisions that could influence future development. Even so, the magnitude of past and projected growth underscores the scale of new housing demand the town will continue to face and highlights the importance of ensuring that future development offers a more diverse range of housing options than in the past.

Figure 8. Historical and Projected Households in Windsor, 2010—2033

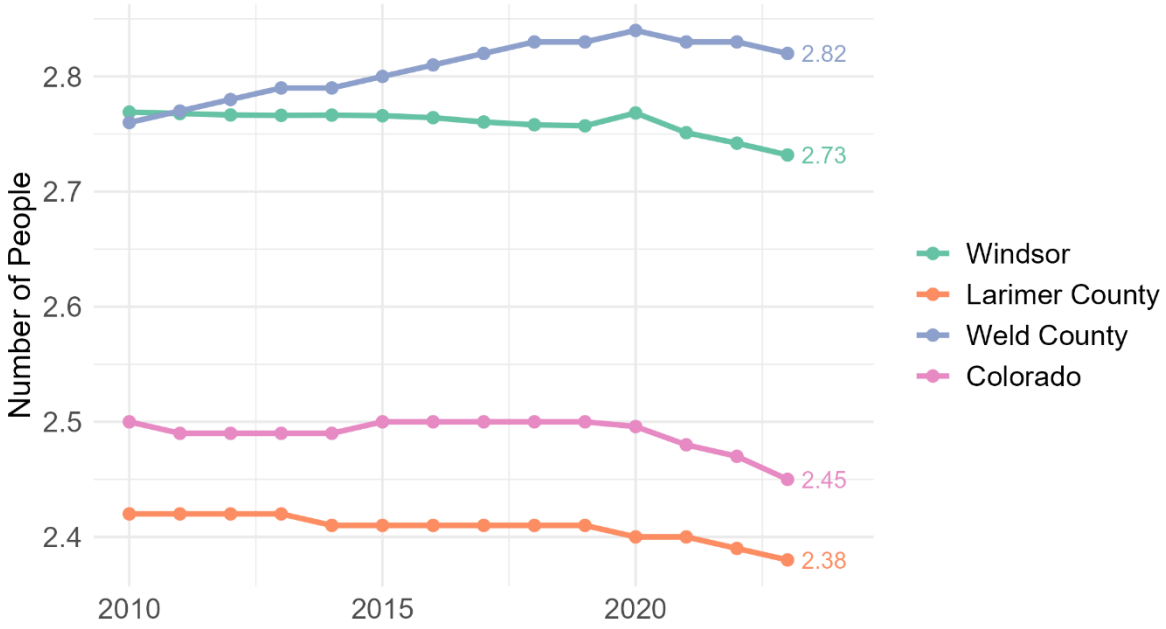


Source: State Demography Office; Matrix Design Group, Inc.
Note: Household projections are derived by first establishing a Windsor population baseline that is grounded in county-level population forecasts from the Colorado State Demography Office. To convert population into households, the analysis then applies a historical households-per-person ratio. That ratio is modeled over time (using a quadratic trend) and extended through 2040. Annual household counts are estimated by multiplying each year's Windsor population estimate by the applicable ratio.



After several years of stability, average household size in Windsor has begun to decline, falling to *2.73 persons per household in 2023* from 2.77 in 2010 (see Figure 9). This shift aligns with broader trends, as declining birth rates, delayed marriage, and later household formation have contributed to smaller households nationwide and in many Western countries. For much of the past decade, however, Windsor's household size remained relatively stable, potentially due to the town's constrained post-recession housing supply and the in-migration of higher-income families occupying larger single-family homes. Windsor's households remain larger on average than those in Larimer County and Colorado overall, consistent with a more family- and homeownership-oriented community. Ongoing demographic change may lead to increased demand for smaller, lower-maintenance housing options that better align with shifting household structures.

Figure 9. Average Household Size, 2010–2023

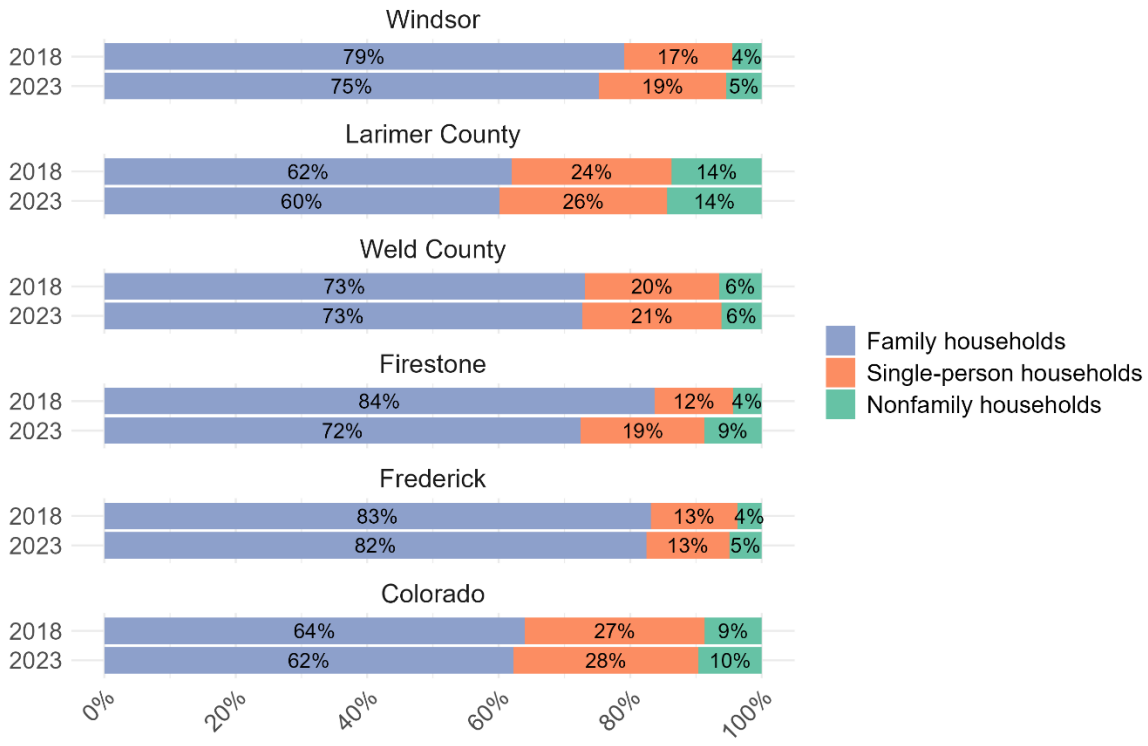


Source: Colorado State Demography Office; Matrix Design Group, Inc.



Windsor remains a predominantly family-oriented community. Families made up about ***75% of all households in 2023,*** well above the statewide share of 62% (see Figure 10). Family households were also notably more common than in Larimer County overall (60%), a difference likely influenced by the presence of younger and student-oriented households in the Fort Collins area. The statewide average is likewise shaped by the Denver metropolitan region, where smaller and nonfamily households are more prevalent. Despite Windsor's strong family orientation, the share of family households has declined modestly in recent years, consistent with broader demographic shifts toward smaller and more varied household types. Single-person households represented nearly 20% of all households, while other nonfamily households, such as roommate or unrelated shared living arrangements, accounted for about 5%. In short, even as demographic and lifestyle changes gradually diversify household composition, Windsor's identity as a family-oriented community endures.

Figure 10. Household Type Distribution, 2018 & 2023

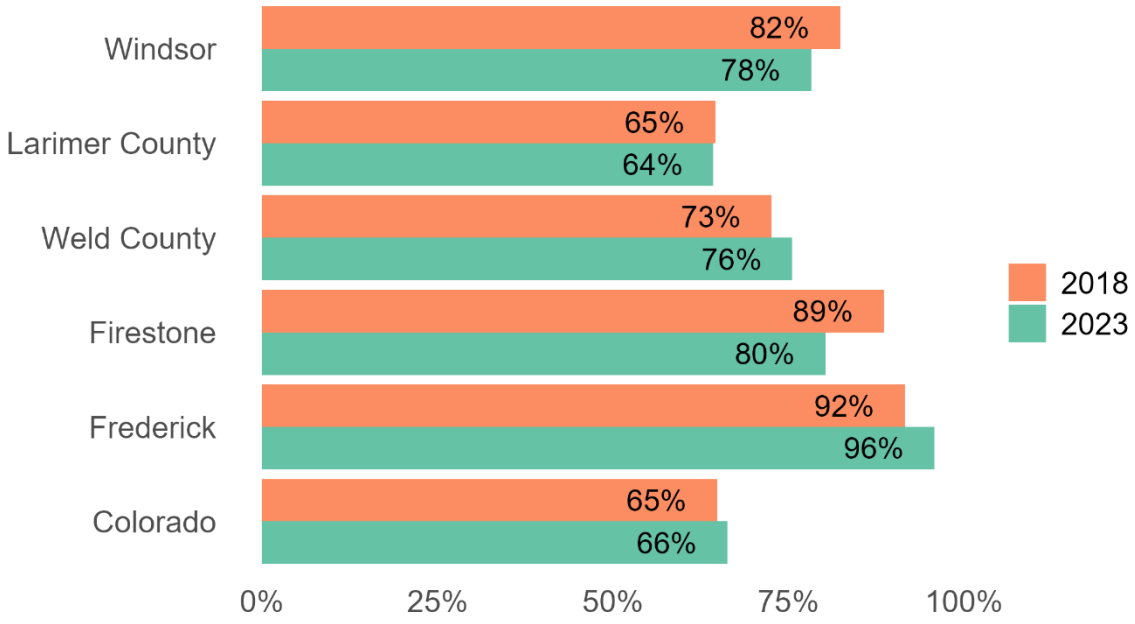


Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: Family households are defined as those in which the householder is related to at least one other occupant by birth, marriage, or adoption. Nonfamily households primarily consist of roommates and unmarried partners.

Housing Tenure

As of 2023, approximately *78% of Windsor households owned their homes* (see Figure 11). The rate aligns with Weld County and Firestone while exceeding that of Larimer County and Colorado; it also remains well below Frederick, where homeownership is nearly universal. Windsor's comparatively high ownership rate results from the town's predominance of single-family housing and may also indicate a limited range of rental options and overall housing stock diversity. There is some evidence that the ownership rate has declined marginally in recent years, potentially reflecting the increasing unattainability of homeownership amid rising prices and higher interest rates, as well as an expansion in rental supply that may be absorbing a greater share of household growth. However, this difference should be interpreted cautiously given the margins of error in ACS estimates. Overall, the data suggest that Windsor remains a predominantly ownership-oriented community, with constrained opportunities for renters and first-time buyers.

Figure 11. Homeownership Rate, 2018 & 2023



Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: Households, rather than individuals, are the unit of analysis.

A LIMITED RENTAL SUPPLY CAN PLACE UPWARD PRESSURE ON RENTS, AS COMPETITION FOR A SMALL NUMBER OF AVAILABLE UNITS DRIVES PRICES HIGHER.

Key Findings and Implications

- Rapid population growth continues to reshape Windsor's housing market. The town's population has grown by *more than 70%* since 2015 and is projected to surpass 50,000 by 2031, distributed across roughly 18,800 households. This pace of growth underscores the need to ensure that housing production keeps pace with demand to prevent further affordability pressures. At the same time, future production should be strategic, expanding options that support aging in place, smaller households, and workforce needs.
- Windsor's population is *aging more rapidly* than the state overall. A rising share of residents over 65 highlights growing demand for accessible, single-level homes and senior-oriented housing. Planning for a range of options—from adaptable single-family units to assisted living and memory care—will be critical to support aging in place.
- The population's age distribution indicates *demand across all life stages.* A sizable youth population, strong presence of middle-aged adults, and a growing senior cohort together suggest a balanced housing supply that accommodates families, young adults entering the housing market, and older residents seeking to downsize is imperative to sustained community stability and inclusivity.
- High educational attainment and income levels contribute to ownership demand but can drive up prices. *More than half* of adult residents hold at least a bachelor's degree, supporting strong purchasing power but also contributing to rising home values and limited affordability for service-sector workers and first-time buyers.
- Disability prevalence reinforces the need for accessible design. With about *15%* of seniors experiencing mobility limitations, features such as step-free entries and wider doorways are crucial to supporting aging in place.
- Household sizes are beginning to decline after years of stability. Household sizes are beginning to decline after years of stability. Although the drop from *2.77 persons per household in 2010* to *2.73 in 2023* is modest, it mirrors broader national demographic trends and may signal the direction of future change. Even small shifts in average household size can translate into meaningful additional housing demand over time, reinforcing the need for smaller, lower-maintenance, and attainable homes suited to singles, couples without children, and downsizing older adults.
- About *78%* of Windsor households own their homes. While homeownership remains a cornerstone of wealth building and community stability, such a high ownership rate can also signal limited rental availability and reduced housing diversity.

Economic Trends

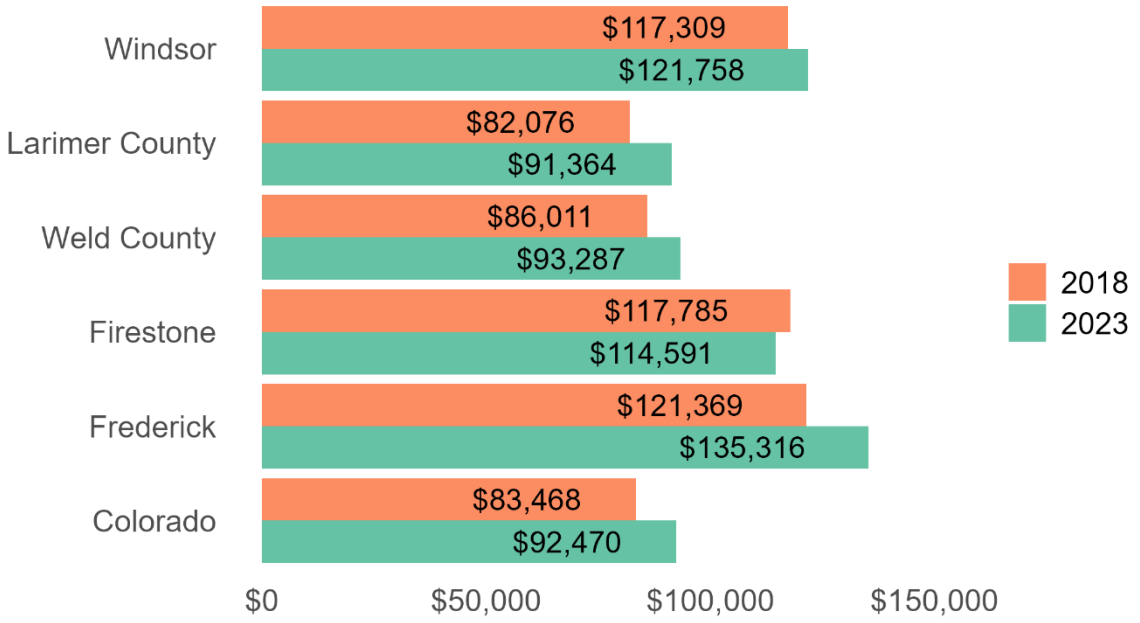
Windsor's economy is characterized by high household incomes, a strong professional workforce, and rapid fiscal growth, all of which contribute to its reputation as an affluent, ownership-oriented community. Median household income exceeds regional and statewide levels by a wide margin, though the gap between homeowners and renters underscores persistent affordability challenges, and poverty remains low. Windsor's residents tend to work in higher-paying professional, manufacturing, and finance sectors, while the jobs located within the town itself are more concentrated in education, health care, and service industries, creating a mismatch between where many residents live and where they work. Regional employment forecasts reveal continued growth in health care, professional services, and construction, reinforcing long-term housing demand from both higher-income professionals and essential workers. Despite a recent uptick in unemployment, Windsor's labor market remains tight by historical standards. Rising sales tax revenues and strong business formation indicate a growing and diversifying local economy, but increasing business inactivations and shifting consumer patterns serve as early signs of economic turnover that could heighten displacement pressures faced by lower-income households.



Household Income

Household incomes in Windsor are relatively high compared to the surrounding region. As of 2024, the town's median household income was ***$121,758,*** up modestly from an inflation-adjusted $117,309 in 2017 (see Figure 12). Compared to counterparts in Larimer County, Weld County, and Colorado overall, the median Windsor household earned about $30,000 more, placing the community between Frederick and Firestone in terms of income levels. Based on Windsor's median income, a typical household could afford roughly $3,044 per month in housing costs. However, as this figure represents the midpoint, many earn less and face much tighter affordability constraints, especially as housing prices and interest rates have climbed in recent years.

Figure 12. Median Household Income, 2018 & 2023

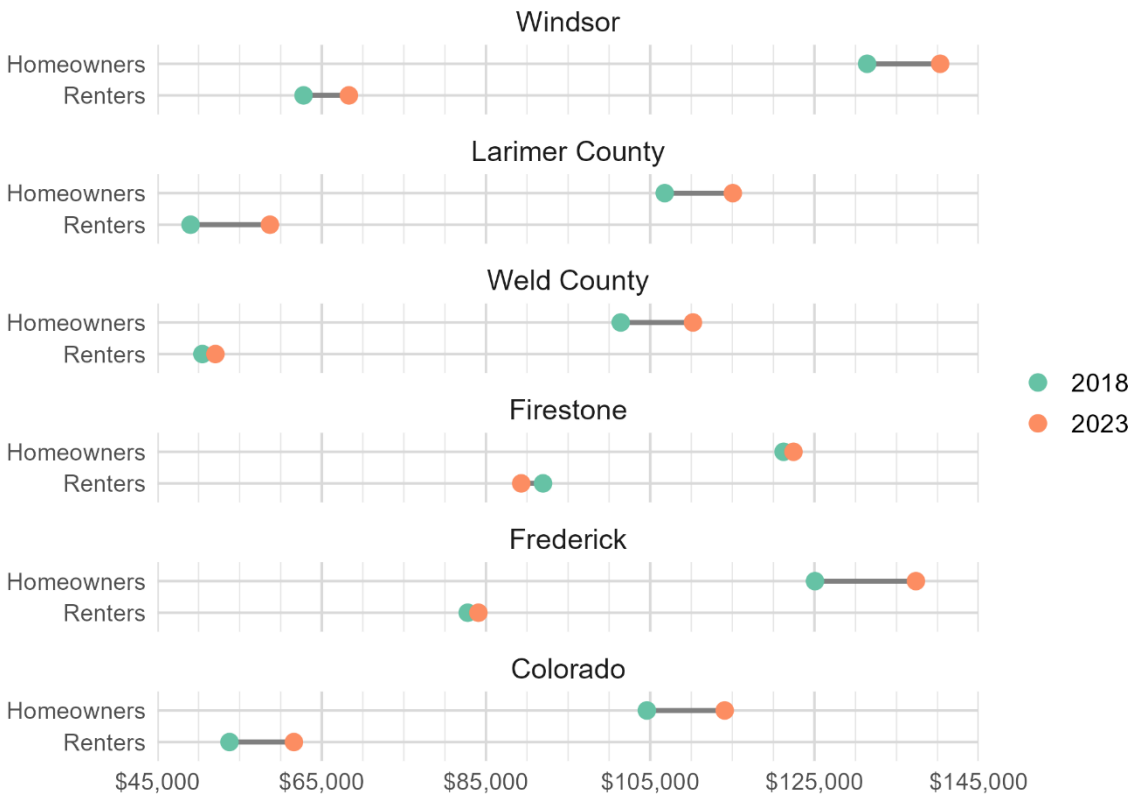


Source: Five-Year American Community Survey; Bureau of Labor Statistics; Matrix Design Group, Inc.
Note: Values were adjusted for inflation to constant 2023 dollars.

ALTHOUGH WINDSOR'S $121,758 MEDIAN HOUSEHOLD INCOME FAR EXCEEDS REGIONAL LEVELS, ESCALATING HOUSING PRICES AND INTEREST RATES MEAN THAT MANY RESIDENTS STILL FACE GROWING AFFORDABILITY CHALLENGES.

A substantial income gap persists between Windsor's homeowners and renters. As of 2023, the median renter household earned ***$68,308—less than half*** the median income for owner households ***($140,313).*** This translates to an estimated housing cost capacity of about $1,707 per month for renters, compared to $3,507 for homeowners. Despite this disparity, both groups have experienced similar real income growth since 2017, with owner incomes rising by roughly 7% and renter incomes by about 9%. Windsor's renter households generally outearn counterparts in Larimer County, Weld County, or Colorado overall. Homeowners, meanwhile, reported the highest median incomes of any comparison area, reinforcing Windsor's profile as an affluent, ownership-oriented community.

Figure 13. Median Household Income by Tenure, 2018 & 2023



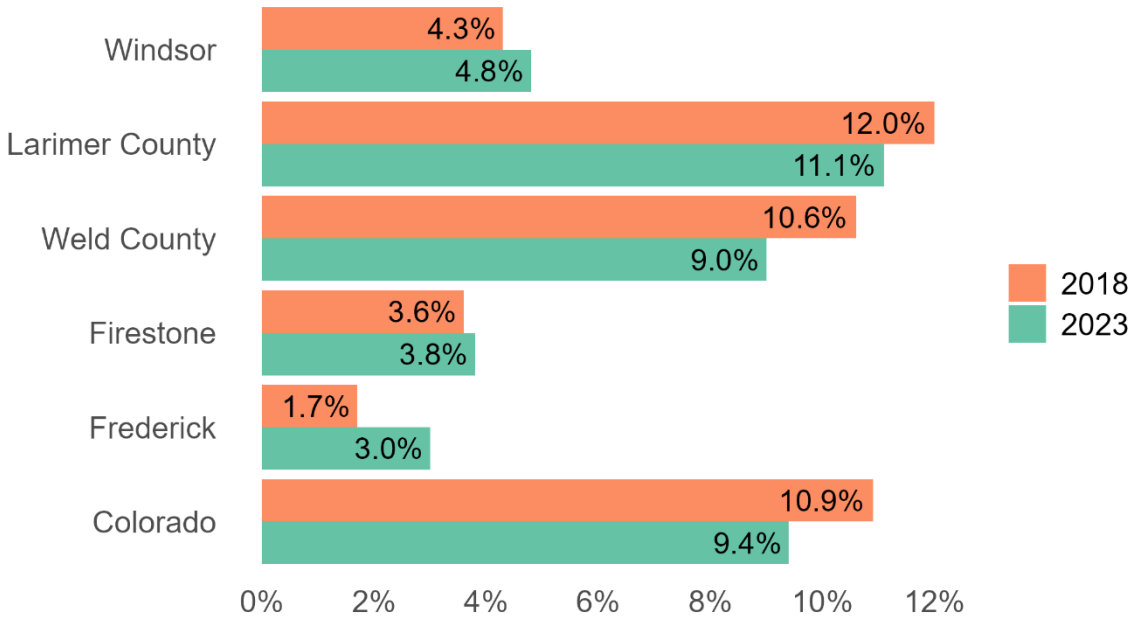
Source: Five-Year American Community Survey; Bureau of Labor Statistics; Matrix Design Group, Inc.
Note: Values were adjusted for inflation to constant 2023 dollars.

SUSTAINING WINDSOR'S PROSPERITY WILL DEPEND ON ENSURING THAT THE 5% OF RESIDENTS BELOW THE POVERTY LINE HAVE ACCESS TO SAFE, AFFORDABLE HOUSING AND OPPORTUNITIES FOR UPWARD

Poverty

As Figure 14 demonstrates, poverty is relatively rare in Windsor. According to the 2023 ACS, *about 5%* of individuals lived below the federal poverty threshold—a rate likely indistinguishable from 2017 given sampling margins of error. For context, the poverty threshold for a family of four was roughly $31,000 in 2023. Poverty in Windsor is far less prevalent than in Larimer County, Weld County, or Colorado as a whole, though it remains slightly higher than in Firestone and Frederick. Windsor's low poverty rate speaks to its general prosperity, yet for the small share of households experiencing poverty, access to affordable and stable housing remains a persistent challenge. Limited availability of lower-cost rental options and rising prices for both ownership and rental units mean that those at or near the poverty line may have difficulty finding stable housing within the community, highlighting the importance of maintaining affordable and supportive housing options.

Figure 14. Individual Poverty Rate, 2018 & 2023



Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: Individual poverty status is based on family income relative to federal poverty thresholds, which vary by family size and composition. For reference, the poverty threshold for a family of four was $25,701 in 2018 and $31,200 in 2023.

Employment and Commuting Patterns

Employment among Windsor residents is concentrated in a range of professional and service-oriented sectors (see Table 1). These data represent employment among Windsor residents, irrespective of work location. Nearly one-quarter of residents were employed in Educational Services, Health Care, and Social Assistance—the largest combined sector—with median annual earnings of about $57,710. Other major employment categories included Manufacturing ($89,593); Professional, Scientific, and Management, and Administrative and Waste Management Services ($77,196); and Finance and Insurance, and Real Estate and Rental and Leasing ($88,548). Although the highest median earnings were reported in Agriculture, Forestry, Fishing and Hunting, and Mining ($91,000), that sector accounted for only about 2% of employed residents, and the estimates therefore carry a wide margin of error. Overall, Windsor's employment profile indicates a highly diversified and relatively high-earning resident workforce, consistent with the town's elevated household income levels and strong base of homeownership demand.

Table 1. Resident Civilian Employment by Sector in Windsor, 2023

Sector	Employment		Median Annual Earnings
Agriculture, Forestry, Fishing and Hunting, and Mining	421	2%	$103,958
Public Administration	905	5%	$91,994
Manufacturing	2,074	12%	$89,593
Finance and Insurance, and Real Estate and Rental and Leasing	1,797	10%	$88,548
Wholesale Trade	553	3%	$77,639
Professional, Scientific, and Management, and Administrative and Waste Management Services	1,896	11%	$77,196
Transportation and Warehousing, and Utilities	811	5%	$70,304
Construction	1,504	8%	$69,440
Information	232	1%	$58,673
Educational Services, and Health Care and Social Assistance	4,232	24%	$57,710
Other Services, Except Public Administration	875	5%	$42,531
Retail Trade	1,370	8%	$32,435
Arts, Entertainment, and Recreation, and Accommodation and Food Services	1,229	7%	$20,309

Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: Estimates are based on workers' place of residence, regardless of where they are employed.



The composition of Windsor's local workforce—that is, individuals employed within the town regardless of where they live—differs notably from the employment profile of its residents (see Table 2). The largest share of jobs in Windsor are in Educational Services, and Health Care and Social Assistance, which employ approximately 2,751 workers, or 19% of total local employment. Manufacturing represents another 16%, followed by Professional, Scientific, and Management, and Administrative and Waste Management Services (13%), and Arts, Entertainment, and Recreation, and Accommodation and Food Services (11%). Compared to resident employment patterns, Windsor's job base is somewhat ***more concentrated in service-oriented and hospitality sectors*** that typically offer lower wages. This divergence highlights a key housing challenge: many individuals who work in Windsor may struggle to afford to live there. Expanding the availability of attainable housing near employment centers would help ensure that more of the local workforce can reside within the community they serve.

Table 2. Composition of Windsor's Workforce by Sector, 2023

Sector	Employment	
Agriculture, Forestry, Fishing and Hunting, and Mining	285	2%
Public Administration	411	3%
Manufacturing	2,377	16%
Finance and Insurance, and Real Estate and Rental and Leasing	1,354	9%
Wholesale Trade	382	3%
Professional, Scientific, and Management, and Administrative and Waste Management Services	1,899	13%
Transportation and Warehousing, and Utilities	483	3%
Construction	1,315	9%
Information	259	2%
Educational Services, and Health Care and Social Assistance	2,751	19%
Other Services, Except Public Administration	575	4%
Retail Trade	803	6%
Arts, Entertainment, and Recreation, and Accommodation and Food Services	1,577	11%
Total	14,471	100%

Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: Sectors are sorted in ascending order based on median earnings for Windsor residents as reported in the 2019–2023 ACS five-year estimates. Estimates are based on location of employment, regardless of where workers reside.

According to long-term projections from the Colorado Department of Labor and Employment, employment in the Fort Collins–Loveland Metropolitan Statistical Area, which includes Windsor, is expected to expand substantially through 2034 (see Table 3). The total workforce is projected to increase from 171,498 jobs in 2024 to 195,153 by 2034, representing ***overall growth of about 14%.*** Health Care and Social Assistance is expected to remain the largest industry, employing more than 32,000 workers as it grows by 21% from 2024. The fastest relative growth, however, is anticipated in Professional, Scientific, and Technical Services (29%) and Transportation and Warehousing (27%). Several other sectors, including Management of Companies and Enterprises and Construction, are also forecast to expand by 20% or more. In contrast, employment is expected to decline in Utilities, Information, Finance and Insurance, and Administrative and Support and Waste Management and Remediation Services. For Windsor, these projections signal continued demand for housing appropriate for a growing professional, health care, and logistics-oriented workforce. At the same time, ensuring an adequate supply of attainable housing options for essential service and construction workers will be critical to sustaining a balanced and inclusive local labor market.

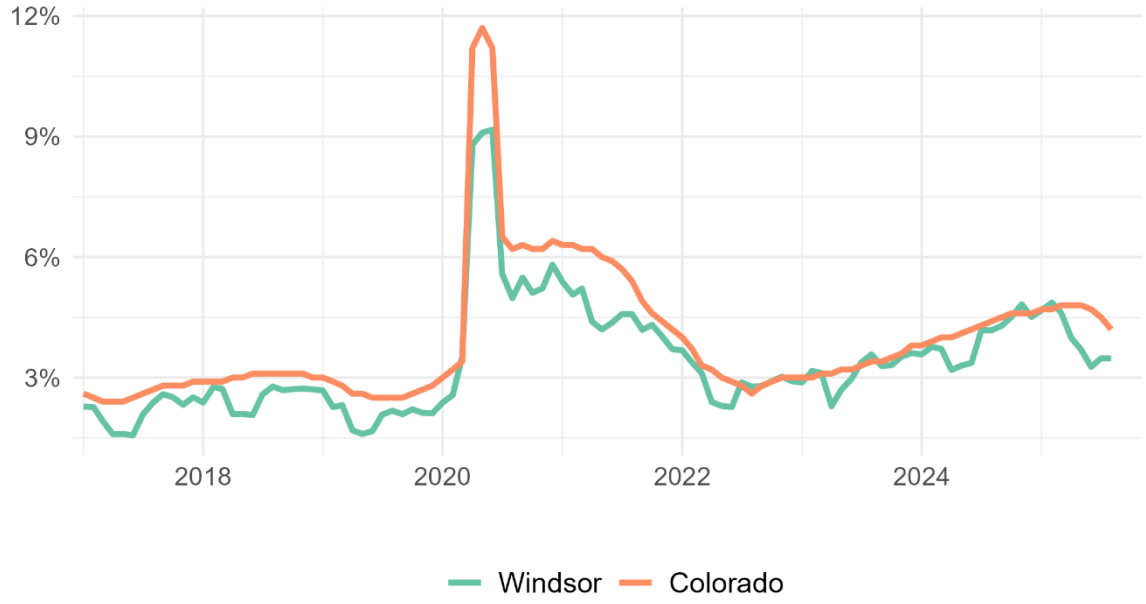
Table 3. Existing and Projected Employment Composition by Industry in the Fort Collins-Loveland MSA, 2024 & 2034

Industry	Employment		Percent Change
	2024	2034	
Health Care and Social Assistance	26,566	32,102	21%
Educational Services	20,049	23,124	15%
Accommodation and Food Services	19,163	22,473	17%
Retail Trade	19,158	20,263	6%
Manufacturing	14,735	15,561	6%
Professional, Scientific, and Technical Services	13,294	17,173	29%
Construction	11,077	13,273	20%
Local Government	8,245	8,974	9%
Administrative and Support and Waste Management and Remediation Services	7,526	6,760	-10%
Other Services (except Public Administration)	7,476	8,489	14%
Wholesale Trade	5,913	6,707	13%
Transportation and Warehousing	3,962	5,049	27%
Finance and Insurance	3,639	3,532	-3%
Real Estate and Rental and Leasing	3,480	3,882	12%
Arts, Entertainment, and Recreation	3,477	4,043	16%
Information	2,421	2,275	-6%
Management of Companies and Enterprises	1,015	1,258	24%
Utilities	302	215	-29%
Total	171,498	195,153	14%

Source: Colorado Department of Labor and Employment; Matrix Design Group, Inc.

Figure 15 illustrates trends in the unemployment rate from 2017 to 2025. As of May 2025, Windsor's unemployment rate stood at ***approximately 3.7%,*** marking a modest increase from 2.7% in May 2023 and 2.2% in May 2022. Despite this upward movement, Windsor's unemployment rate has historically remained below Colorado's, owing to the town's strong economic base and access to regional employment centers in Fort Collins, Greeley, and across the Front Range. For context, economists generally consider an unemployment rate of around 4% to represent "full employment," where most individuals seeking work are able to find it. By that measure, Windsor's labor market remains tight, with low overall joblessness even amid slight post-pandemic adjustments in regional hiring and workforce participation.

Figure 15. Unemployment Rate, January 2019–May 2025

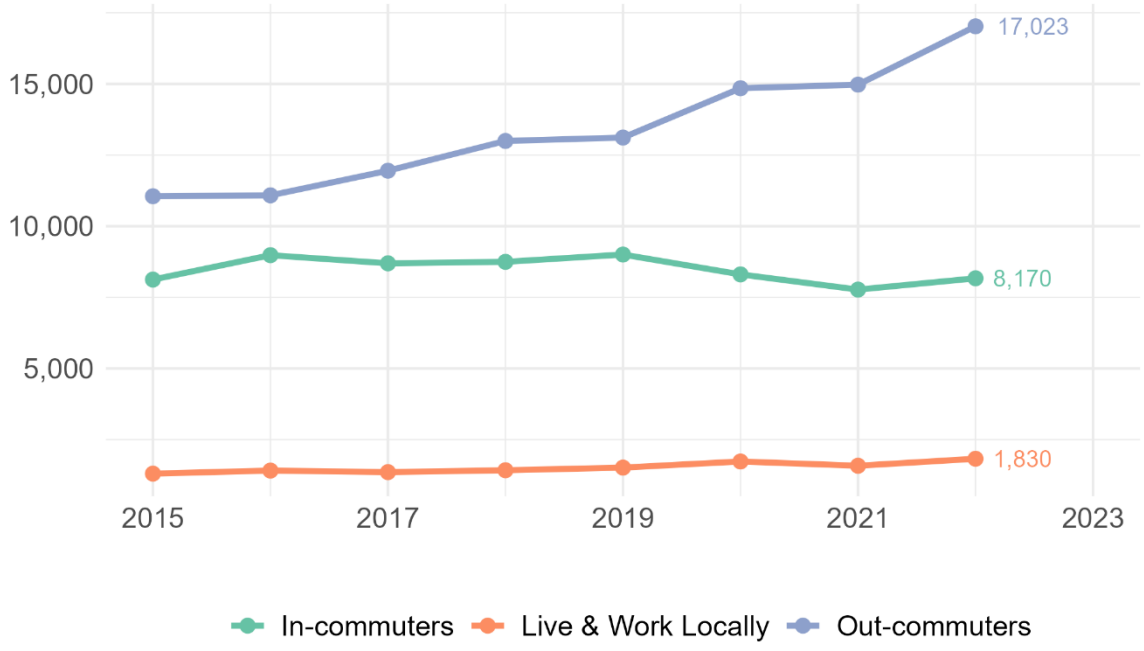


Source: Bureau of Labor Statistics; Matrix Design Group, Inc.
Note: Unemployment rates shown pertain to the civilian non-institutional population aged 16 and over and are seasonally adjusted.



Figure 16 disaggregates employment flows associated with Windsor, distinguishing between residents who work elsewhere, nonresidents who commute into the town, and those who both live and work locally. In 2022, an estimated ***8,170 workers commuted into Windsor*** for work, a figure that has remained relatively steady since 2015. By contrast, about ***17,000 Windsor residents*** commuted to jobs outside the town, up sharply from roughly 11,000 in 2015. ***Fewer than 2,000 individuals*** both lived and worked within Windsor, illustrating that the community functions primarily as a residential hub within the larger northern Colorado labor market. The substantial rise in outbound commuting suggests that Windsor's growth is being driven by ***in-migration of higher-income households*** employed elsewhere in the metro area, particularly along the I-25 corridor in Fort Collins, Loveland, and Greeley. This pattern reinforces Windsor's evolution into a desirable bedroom community—one characterized by strong housing demand from professionals seeking suburban amenities and quality of life while maintaining access to regional employment centers.

Figure 16. Windsor Commuting Patterns, 2015–2022

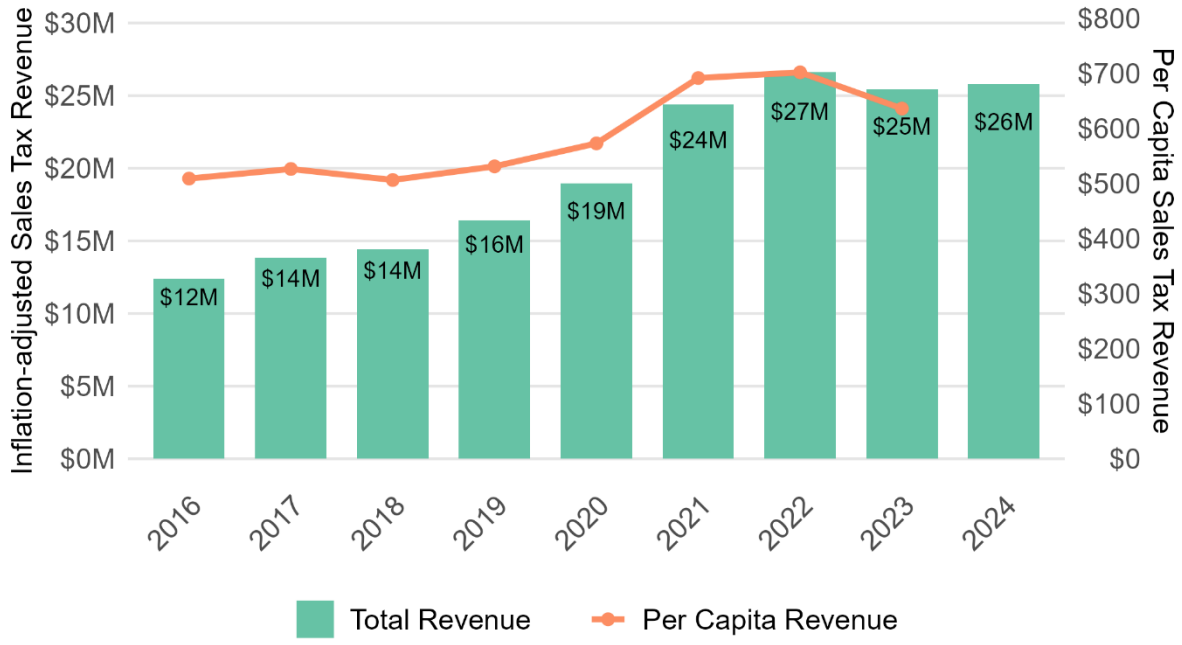


Source: Longitudinal Employer-Household Dynamics; Matrix Design Group, Inc.
Note: In-commuters are workers who live outside the area but commute in for work. Out-commuters are residents who live in the area but commute elsewhere for employment. These patterns help illustrate the local balance between housing and jobs. The data capture jobs covered by sate unemployment insurance programs. As a result, certain worker groups—such as the self-employed, military personnel, federal employees, railroad employees, and some agricultural and local government workers—are not included in these totals.

Commercial Vitality

Figure 17 displays real sales tax revenues retained by the Town of Windsor, which levies a 3.65% local rate, from 2016 to 2024. Consistent with the community's strong economic expansion, sales tax revenues have grown substantially in recent years. After adjusting for inflation, total sales tax revenues rose from ***$12.4 million in 2016 to $25.5 million in 2023.*** On a per capita basis, real collections increased from ***$509 to $636*** over the same period. These rapid inflation-adjusted increases highlight Windsor's evolution from a largely residential town into a more dynamic local economy fueled by higher-income households and growing retail, dining, and service activity. While this trend signals fiscal strength, it may also suggest early signs of economic and demographic displacement, as higher spending levels and a shifting commercial base often accompany rising costs of living and increased pressure on lower-income households.

Figure 17. Real Sales Tax Revenue Raised by Town of Windsor, 2016–2024

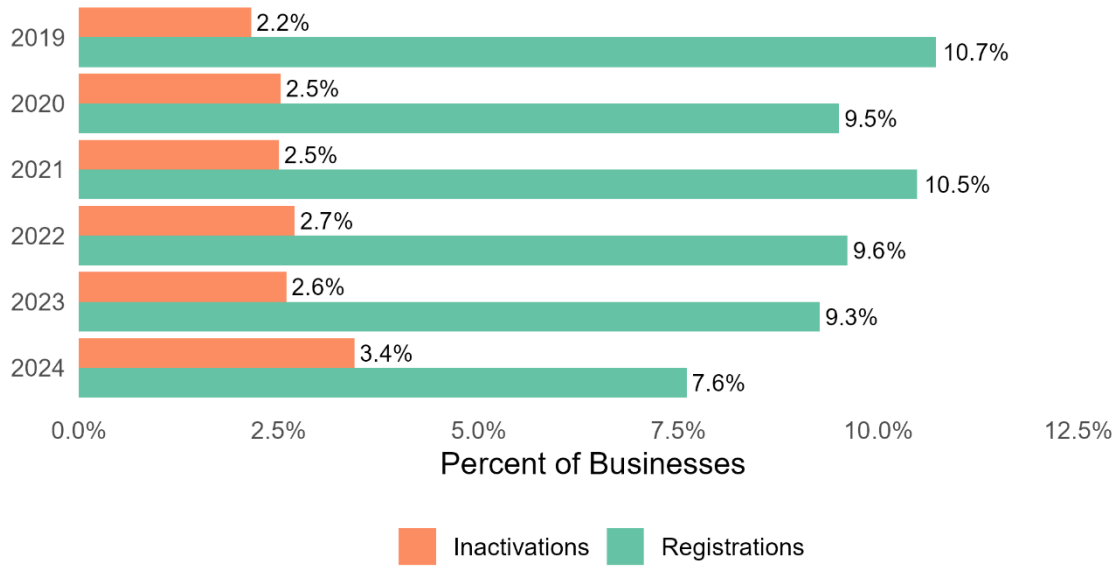


Source: Town of Windsor; Colorado State Demography Office; Matrix Design Group, Inc.
Note: Values represent sales tax revenues retained by the Town of Windsor and were adjusted for inflation to constant 2024 dollars. Consumers also pay additional county and state sales taxes, which are not included in these figures. A population estimate for 2024 was unavailable at the time of writing, so a 2024 per capita figure is not provided.

Business activity in Windsor has remained strong in recent years, as measured through Colorado Secretary of State (SOS) business registration records, though signs of moderation have begun to emerge. SOS data track legal entity formations and status changes, providing the only consistent way to measure gross entity registrations and inactivations at the municipal level. However, these records capture changes in legal registration status rather than the opening or closing of physical storefronts or employer establishments. Because Colorado has relatively low barriers to entity formation and many entities are single-member LLCs, real estate holding companies, or project-specific registrations, total counts exceed the number of operating, employee-based businesses.

Using this framework, the share of registered entities becoming inactive increased from ***2.2% of active entities in 2019 to 3.4% in 2024.*** Newly registered entities accounted for 7.6% of active entities in 2024, though this share has declined from the 2019 peak of 10.7%. While entity inactivations may reflect administrative filings, restructuring, or expiration of project-specific entities rather than business failure, elevated rates of formation and inactivation can signal increased economic turnover. Taken together, these patterns suggest Windsor's economy remains strong overall but is experiencing greater churn consistent with rising operating costs and broader affordability pressures.

Figure 18. Windsor-Affiliated Business Registrations and Inactivations, 2019–2024



Source: Colorado Secretary of State Business Entities in Colorado; Matrix Design Group, Inc.
Note: Values indicate the percentage of all active registered business entities that were newly registered or became inactive during the year. Entities are identified based on a principal address in Windsor and may not correspond to a physical storefront or operating establishment within the Town.

Key Findings and Implications

- Windsor is a relatively affluent community, with the town's median household income of ***$121,758*** exceeding county and state levels by roughly $30,000. Rising incomes tend to be associated with elevated housing costs, limiting accessibility for moderate-income households and essential workers.
- A wide income gap separates homeowners and renters. As of 2023, median renter income was ***less than half*** that of homeowners ($68,308 vs. $140,313), translating into housing cost capacities of $1,707 and $3,507 per month, respectively. This divide underscores the need for more attainable rental and entry-level ownership options to serve the town's workforce and young families.
- A ***nonnegligible share of residents (5%)*** fell below the poverty line in 2023. While this rate was lower than state and regional averages, for individuals living in poverty, high housing costs and limited affordable inventory present acute challenges. Preserving and expanding lower-cost rental units and supportive housing will be key to ensuring inclusive growth.
- Residents work in a ***broad mix of relatively high-earning industries.*** Education, Health Care, and Manufacturing are among the largest employment sectors for Windsor residents, with strong representation in professional and financial services. This distribution contributes to high household incomes and homeownership demand, but also signal a need for housing diversity to retain younger and mid-career professionals.
- The local job base differs from resident employment patterns. Jobs located within Windsor are more concentrated in ***service and hospitality sectors,*** which typically offer lower wages. Many individuals who work in Windsor cannot afford to live there, highlighting the importance of expanding attainable workforce housing near employment centers
- Regional job growth will reinforce housing demand. Employment across the Fort Collins–Loveland MSA is projected to grow by ***14% through 2034,*** buoyed by Health Care and Social Assistance and Professional, Scientific, and Technical Services. These projections foreshadow continued housing demand from higher-skill workers alongside the need for attainable options for construction and service employees.
- Windsor's low unemployment rate signals continued economic strength. At around ***3.7% as of May 2025,*** the local unemployment rate remains below state averages, indicating a tight labor market. Strong employment conditions sustain housing demand but may exacerbate affordability pressures if new supply does not keep pace.
- Windsor functions primarily as a commuter community within the regional labor market. The town has ***over twice as many*** out-commuters (17,023) as in-commuters (8,170). This dynamic reinforces Windsor's role as a high-demand residential hub.
- ***Rising sales tax revenues*** and ***increased business entity turnover*** may together suggest growing displacement risk. Inflation-adjusted local sales tax collections more than doubled between 2016 and 2023, signaling a strong consumer base and higher aggregate spending. At the same time, elevated rates of business entity inactivation may indicate mounting pressure on smaller or locally oriented firms. While some volatility during this period was influenced by pandemic-related disruptions, the broader upward trajectory in revenues and business turnover signals structural economic growth rather than a temporary COVID-era artifact. Windsor's economic expansion, while fiscally beneficial, may be accompanied by rising operating costs and cost-of-living pressures that can reshape the local business landscape and contribute to the gradual displacement of lower-income households over time, respectively.

Housing Inventory

Windsor's housing landscape has undergone a period of exceptional expansion and gradual diversification, even as its overall composition remains heavily tilted toward single-family homes. The town's housing stock grew by 75% between 2016 and 2023, increasing overall supply and helping rebalance the ratio of population to housing. Nonetheless, smaller attached and multifamily options remain limited. This imbalance has important consequences, narrowing choices for young adults, first-time buyers, and lower-income renters, and reinforcing affordability challenges. At the same time, recent permitting activity indicates that further diversification may be in Windsor's future, with nearly half of new permits since 2022 tied to multifamily development. Windsor's relatively young housing stock brings quality and energy-efficiency advantages, but also leaves the community with a small inventory of older, lower-cost homes. While many older homes have appreciated in value through renovation, in many markets this segment of the housing stock still contributes to a broader range of price points and potential entry opportunities. Although the overall vacancy rate has risen in recent years, a sizeable share of unoccupied units are not available to prospective renters or buyers. These trends illustrate a community experiencing rapid growth but still grappling with structural gaps in the types, sizes, and price points of housing needed to support a wider range of households.

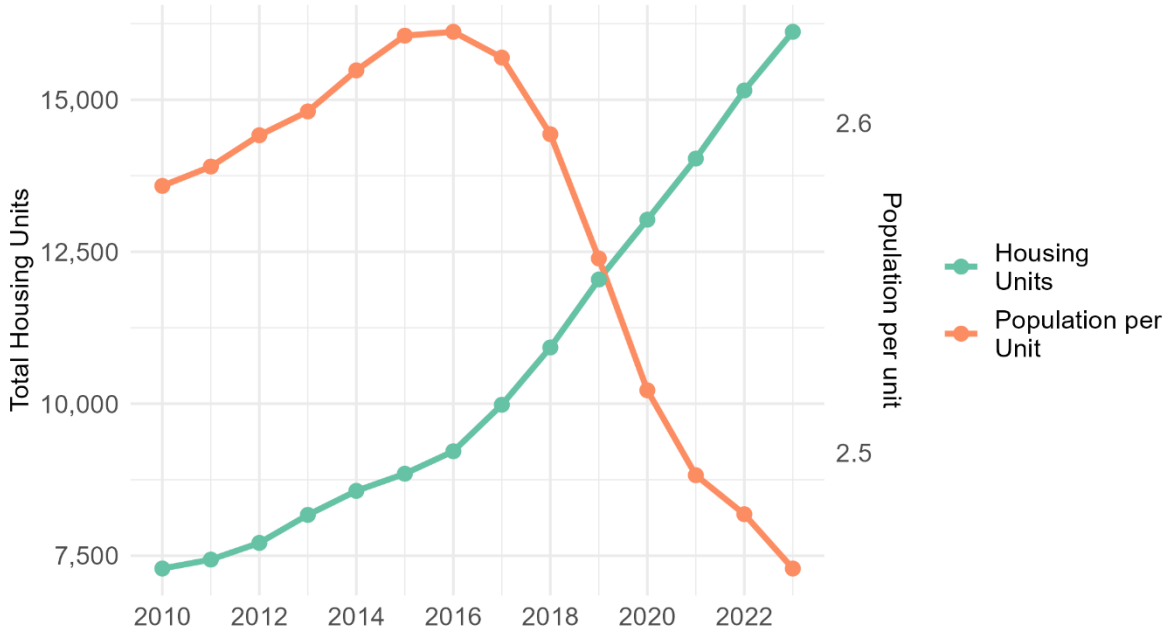


Development Trends and Diversity

WINDSOR'S HOUSING STOCK GROWTH HAS EASED, BUT NOT ELIMINATED, DEMAND PRESSURES

Windsor's housing supply has expanded ***dramatically*** in recent years, particularly since 2016. Between 2016 and 2023, the town's housing stock grew from 9,218 to 16,117 units—***a 75% increase.*** This surge helped better align housing supply with population growth, as reflected in the decline from 2.64 people per unit in 2016 to 2.48 in 2023. Improved supply–demand balance, however, should not be interpreted as evidence that the market has achieved equilibrium. Although Windsor's increase in supply has not fully halted price escalation, economic research suggests that adding more housing generally moderates the pace of price and rent growth relative to what would have occurred in a more supply-constrained market, even if prices continue to rise.[2]

Figure 19. Housing Unit Growth and Population per Unit in Windsor, 2010–2023



Source: Colorado State Demography Office; Matrix Design Group, Inc.
Note: Population per housing unit differs from average household size in that it includes the total population, not only the household population, and divides by all housing units, both occupied and vacant. Because it captures the relationship between total residents and the entire housing stock, it provides a more comprehensive measure of how well available housing capacity accommodates the community's population.

Windsor's housing stock remains ***overwhelmingly single-family*** in form (see Table 4). As of 2023, the town had 16,116 housing units, 82% of which were single-family detached homes. Single-family attached units, such as townhomes, made up another 5%, while smaller multifamily buildings with two to nine units—a

[2] Been, Vicki, Ingrid Gould Ellen, and Katherine O'Regan. "Supply Skepticism Revisited: New Evidence on Housing Supply and Affordability." *Journal of Planning Literature*, Vol. 35, Issue 1 (2025), pp. 96–113.

category that encompasses "missing middle" housing—accounted for just 3% of total units. Larger multifamily buildings represented about 5% of the inventory, and only a handful of households (14 total) lived in mobile homes or similar structures. Not surprisingly, the owner-occupied stock is even more heavily skewed toward single-family homes, with 97% classified as single-family attached or detached. More notable, however, is that even Windsor's rental supply is unusually single-family oriented, with single-family homes accounting for *about half* of all rental units. This composition limits the availability of lower-cost and smaller rental options, which can make it difficult for young adults, smaller households, and lower-income workers to find attainable housing within the community. Because these estimates are based on survey responses, the values shown in parentheses represent a margin of error, meaning the actual number could be somewhat higher or lower.

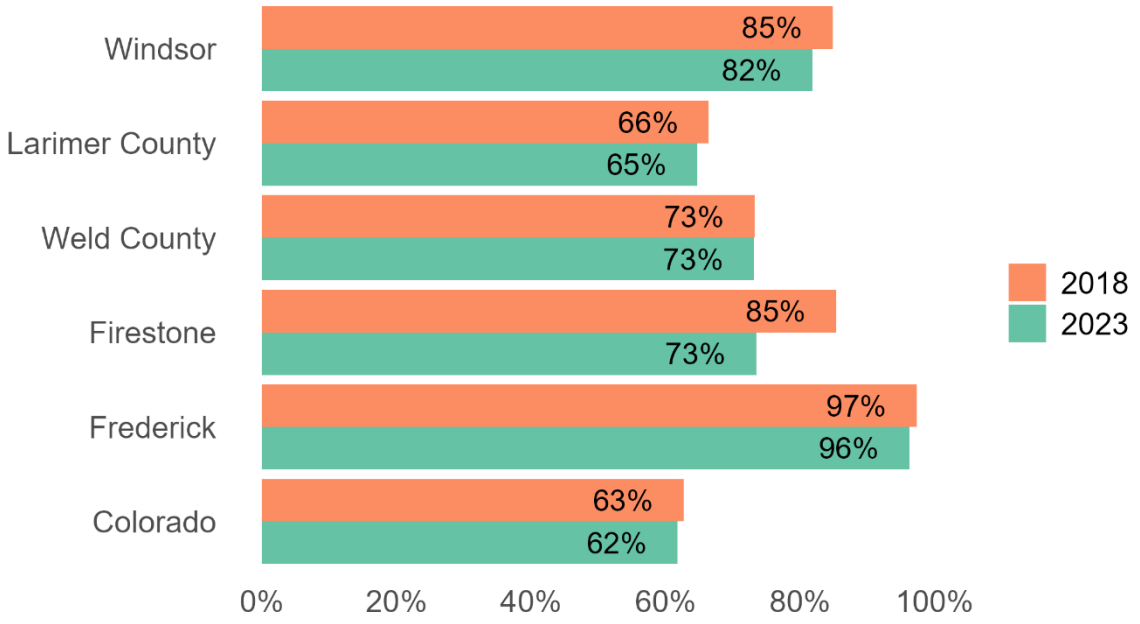
Table 4. Housing Stock Composition in Windsor, 2023

Unit Type	All Units		Owner-occupied Units		Renter-occupied Units	
Single family, detached	13,196 (12,696, 13,695)	82%	11,772 (11,595, 11948)	93%	1,556 (1,174, 1,938)	44%
Single family, attached	750 (545, 956)	5%	543 (391, 694)	4%	199 (66, 333)	6%
Multifamily, 2–4 units	471 (283, 659)	3%	50 (0, 122)	0%	365 (186, 544)	10%
Multifamily, 5–9 units	832 (618, 1,046)	5%	189 (114, 265)	1%	589 (401, 778)	17%
Multifamily, 10+ units	854 (629, 1,079)	5%	63 (0, 139)	0%	777 (544, 1,009)	22%
Mobile home or other	13 (0, 51)	0%	0 (0, 50)	0%	13 (0, 35)	0%
Total	16,117	100%	12,617	100%	3,500	100%

Source: Five-Year American Community Survey; Colorado State Demography Office; Matrix Design Group, Inc.
Note: Totals may not sum precisely due to rounding. Estimates of housing units by type are based on self-reported data from the 2023 five-year ACS and proportionally scaled to match total housing unit figures published by the Colorado State Demography Office. Values shown in parentheses represent 90% confidence intervals, indicating the range within which the true population value would fall in 90% of repeated samples. "All Units" includes vacant units, which is why the total exceeds the combined count of "renter-occupied" and "owner-occupied" units. The "mobile home or other" category includes boats, recreational vehicles (RVs), vans, and other nonpermanent structures used as housing. According to Town staff, Windsor currently does not have any mobile homes.

The dominance of single-family detached housing in Windsor is further illustrated in Figure 20. The town's share of single-family detached homes (82% of all units) *far exceeds* the rates observed in Firestone (73%), Weld County (73%), Larimer County (65%), and Colorado overall (62%). Larimer County's lower share is influenced in part by Fort Collins, where a larger multifamily and student-oriented rental market tempers the prevalence of single-family homes. Frederick is the outlier in the comparison group, with a housing stock that is nearly entirely single-family detached. Taken together, these comparisons underscore how limited Windsor's supply of attached and multifamily units is relative to the broader region, with clear implications for housing affordability and the range of options available to renters and first-time buyers.

Figure 20. Single-Family Detached Share of Housing Stock, 2018 & 2023



Source: Five-Year American Community Survey; Matrix Design Group, Inc.

Windsor's bedroom composition further underscores the *predominance of larger, family-oriented homes* (see Table 5). Studio units are nearly nonexistent, making up just 1% of the housing stock and consisting almost entirely of rentals. One-bedroom units accounted for only 5% of all homes, while two-bedroom units represented about 14%. Larger homes are Windsor's predominant housing type: 32% of units had three bedrooms, 28% had four bedrooms, and 19% had five or more. These larger formats are especially common within the owner-occupied stock, consistent with Windsor's historic appeal to families and higher-income households. However, as birth rates decline and household sizes continue to fall, the limited supply of smaller units creates a mismatch between the housing stock and emerging demographic trends. A broader range of one- and two-bedroom options, particularly in attainable rental and ownership formats, will be *increasingly important* to meeting the needs of young adults, smaller households, and older residents looking to downsize.

Table 5. Composition of Windsor's Housing Stock by Bedroom Count, 2023

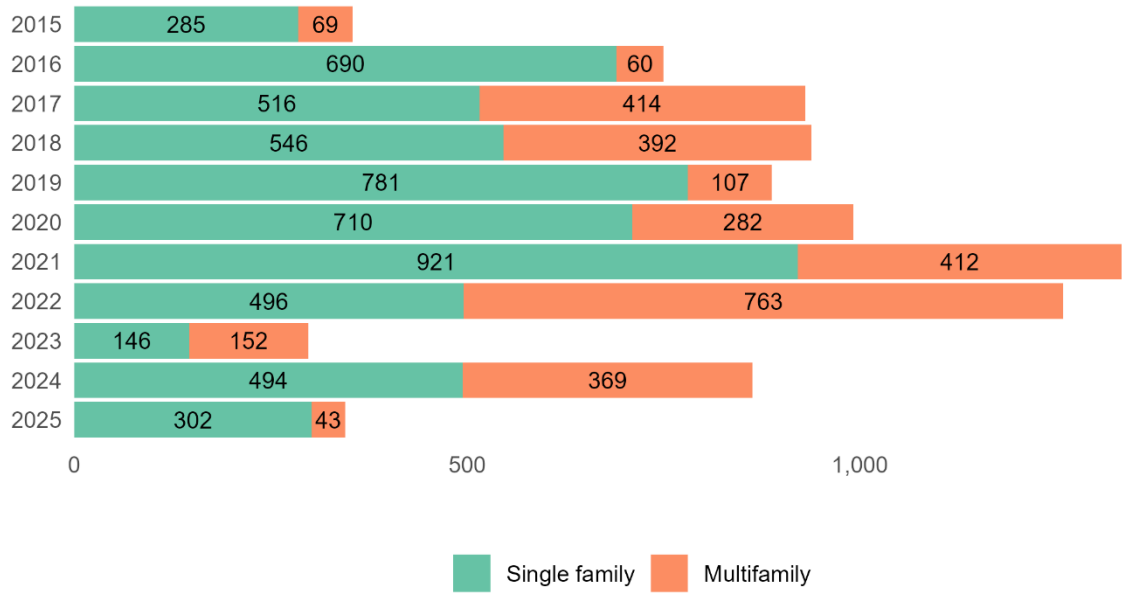
Bedroom Count	All Units		Owner-occupied Units		Renter-occupied Units	
Zero	164	1%	19	0%	78	2%
One	790	5%	87	1%	682	21%
Two	2,272	14%	1,022	9%	1,056	33%
Three	5,232	32%	4,012	35%	679	21%
Four	4,537	28%	3,653	32%	480	15%
Five or more	3,122	19%	2,674	23%	207	7%
Total	16,117	100%	11,467	100%	3,182	100%

Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: Totals may not sum precisely due to rounding. Estimates of housing units by type were derived from the 2023 five-year ACS and then proportionally scaled to match total housing unit figures published by the Colorado State Demography Office. "All Units" includes vacant units, which is why the total exceeds the combined count of "renter-occupied" and "owner-occupied" units.



Housing construction activity in Windsor accelerated sharply beginning in 2016, coinciding with the onset of the community's rapid population growth. That year, the Town issued 750 residential building permits, an increase of roughly 112% over 2015 levels, marking the start of a sustained expansion in new housing production. Annual permitting remained elevated over the following years and ultimately peaked in 2021, when Windsor issued 1,333 permits. The 2022-to-2025 period provides a more accurate picture of the current housing pipeline because it captures the typical window between permit issuance and units coming online. Over this period, the Town issued a total of 2,765 permits, ***nearly half (48%) of which were for multifamily units.*** The increased building activity observed in the early 2020s corresponds directly with the phased development of the Raindance subdivision and other major residential developments. This shift suggests Windsor's housing stock is positioned to diversify in a meaningful way.

Figure 21. Permits Issued for New Residential Construction in Windsor, 2015 to 2025



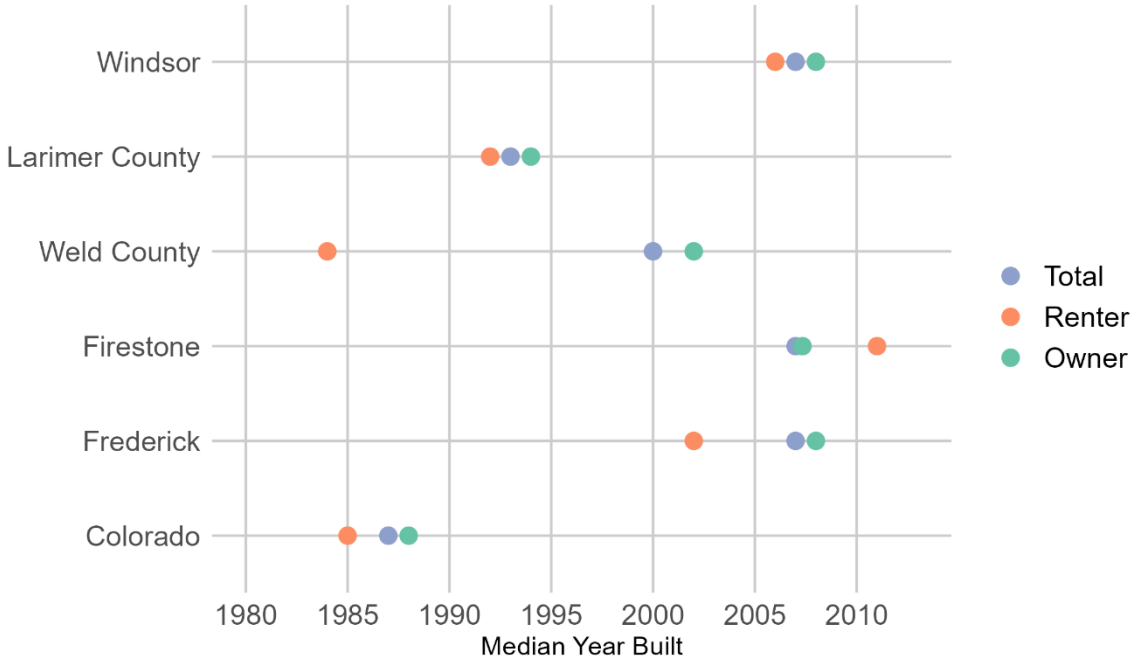
Source: Town of Windsor Community Development; Matrix Design Group, Inc.
Note: 2025 values are through September.

Housing Stock Age



Windsor's housing stock is young, particularly relative to the state and the counties to which it belongs. The median home in Windsor was built *in 2007, with renter-occupied units skewing slightly older (2006) and owner-occupied homes slightly newer (2008).* By comparison, the median home was built in 1994 in Larimer County, 2000 in Weld County, and 1987 in Colorado overall. Firestone and Frederick also have relatively new housing inventories, driven by the broader suburban expansion that has unfolded across northern Colorado over the last twenty years. Windsor's comparatively young housing stock brings fewer age-related quality issues and generally stronger energy performance, as newer homes tend to benefit from modern insulation, HVAC systems, and more recent building-code standards. All else equal, older homes in many markets tend to sell at lower price points, and a limited supply of older units can constrain naturally occurring, more attainable options for first-time buyers and lower-income households. However, substantial renovation and reinvestment can significantly increase their value.

Figure 22. Median Age of Housing Stock by Tenure, 2023



Source: Five-Year American Community Survey; Matrix Design Group, Inc.



Table 6 presents the age distribution of Windsor's housing inventory. *Just 6%* of units predated 1970, and these older homes are disproportionately found in the rental stock. Residential development remained modest through the 1970s and 1980s, with only 11% of today's housing built during that period, before *accelerating sharply in the 2000s,* when 4,170 of the town's current units were constructed. Growth continued at an even faster pace in the last two decades: 43% of Windsor's homes were built in either the 2010s or 2020s. Notably, the town's newest units—that is, those built after 2020—are also disproportionately rentals, and many are located in multifamily buildings. This suggests that recent development has introduced a degree of diversification into a housing market otherwise dominated by single-family ownership units.

Table 6. Age Distribution of Windsor's Housing Stock, 2023

Year Built	All Units		Owner-occupied Units		Renter-occupied Units	
Pre-1970	912	6%	346	3%	490	15%
1970s	1,051	7%	784	7%	200	6%
1980s	634	4%	282	2%	246	8%
1990s	2,388	15%	1,837	16%	349	11%
2000s	4,170	26%	3,296	29%	475	15%
2010s	5,949	37%	4,325	38%	1,086	34%
2020s	1,013	6%	596	5%	336	11%
Total	16,117	100%	11,467	100%	3,182	100%

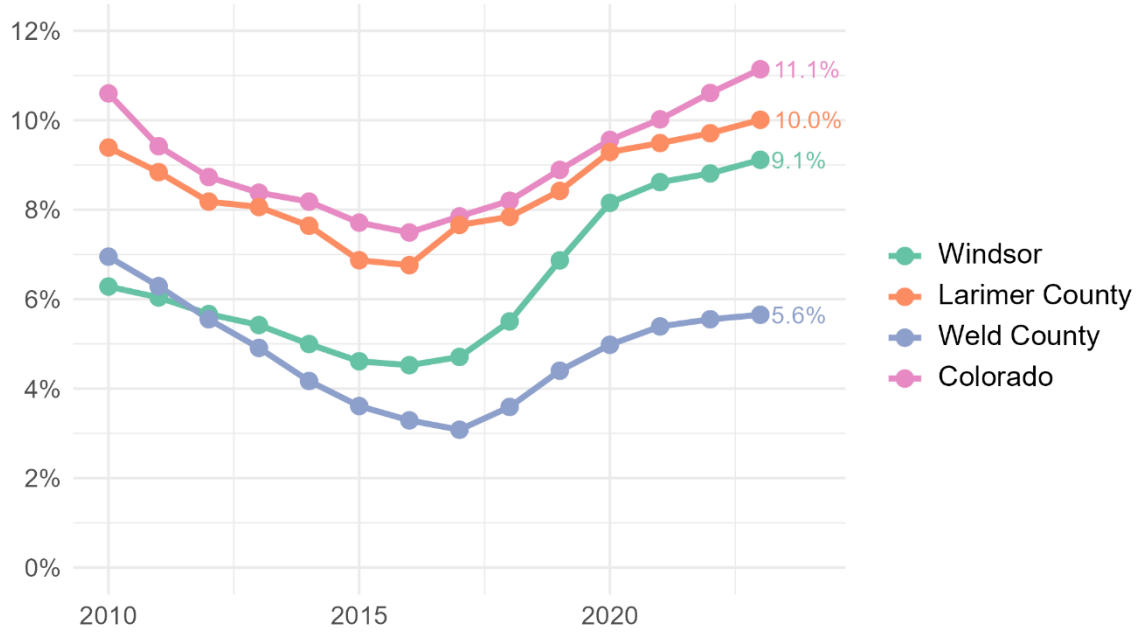
Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: Totals may not sum precisely due to rounding. Estimates of housing units by type were derived from the 2023 five-year ACS and then proportionally scaled to match total housing unit figures published by the Colorado State Demography Office. "All Units" includes vacant units, which is why the total exceeds the combined count of "renter-occupied" and "owner-occupied" units.

Vacancies

EVEN AS WINDSOR'S VACANCY RATE CLIMBS, MANY HOUSEHOLDS STILL STRUGGLE TO FIND HOMES THAT FIT THEIR BUDGETS OR HOUSEHOLD TYPES. VACANCIES DO LITTLE TO IMPROVE ACCESS WHEN THE UNITS SITTING EMPTY ARE EITHER PRICED TOO HIGH OR MISMATCHED WITH WHAT RESIDENTS ACTUALLY NEED.

Vacancy trends in Windsor have largely mirrored broader statewide patterns since 2010 (see Figure 23). Between 2010 and 2016, the town's vacancy rate fell from 6.3% to 4.5%, indicating increasingly tight market conditions. Since then, vacancies have generally trended upward, reaching ***about 9% in 2023.*** This level is higher than Weld County's but remains below vacancy rates in Larimer County and, especially, Colorado as a whole. The relatively high statewide vacancy rate is driven by mountain and resort communities, where high numbers of seasonal, second-home, and short-term rental units inflate vacancy rates and muddy the distinction between units truly available for occupancy and those simply unoccupied at the time of survey. As a result, Windsor's comparatively lower vacancy rate does not necessarily indicate unusual market tightness so much as the absence of these seasonal housing dynamics. For context, vacancy rates between 5% and 8% are generally considered "healthy," allowing for mobility and choice without leaving excess inventory idle. It is also important to note that vacancies do not always correspond to market availability: some homes may sit vacant because they are unaffordable to many households or because economic pressures lead more residents to double up, concealing true demand for independent units.

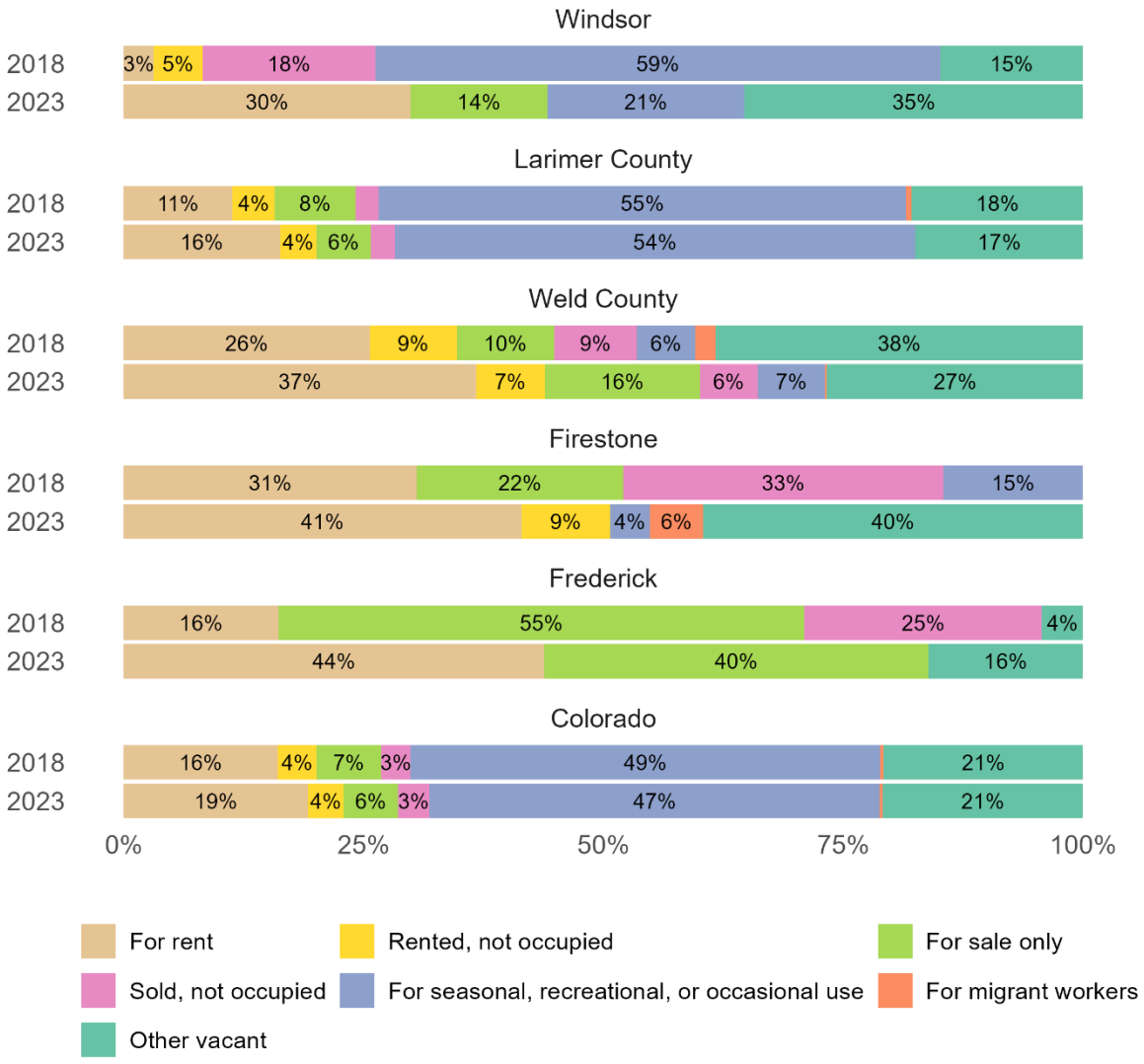
Figure 23. Vacancy Rates, 2010–2023



Source: Colorado State Demography Office; Matrix Design Group, Inc.

The composition of Windsor's vacant units provides important context for interpreting its overall vacancy rate (see Figure 24). About ***21% of vacant homes*** were classified as seasonal, recreational, or occasional-use units. This is significantly lower than Colorado (47%) and Larimer County (54%), whose markets are heavily influenced by mountain and second homes. Another 35% of Windsor's vacant units fell into the "other vacant" category, which encompasses homes under renovation, properties in foreclosure, and units otherwise held off the market due to legal or administrative issues. In total, 56% of Windsor's vacant units were not available for either rent or sale. This means that ***more than half*** of reported vacancies do not contribute to the housing choices available to residents, suggesting that headline vacancy rates may overstate effective availability in the community.

Figure 24. Composition of Housing Vacancies, 2018 & 2023



Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: The "other vacant" category refers to units that are not listed for sale or rent and do not fall into standard vacancy classifications. It often includes homes under repair, in foreclosure, abandoned, or otherwise uninhabitable.

Key Findings and Implications

- Housing production has surged, but supply pressures remain. Windsor added nearly 7,000 units between 2016 and 2023—*a 75% increase*—as the population-to-housing ratio fell, signaling greater availability. However, healthier market dynamics do not imply that Windsor's supply or affordability challenges have been fully resolved, particularly as population growth continues.
- Windsor's housing stock is *heavily skewed toward large single-family homes,* limiting affordability and housing choice. With single-family detached homes accounting for 82% of units, Windsor offers fewer small or lower-cost options than nearby communities. Studios and one-bedroom units accounted for just 6% of all units, while nearly half of homes had four or more bedrooms, leaving the town's housing mix misaligned with emerging demographic trends such as declining birth rates and smaller household sizes. This imbalance constrains opportunities for renters, first-time buyers, young adults, downsizing seniors, and lower-income households.
- Of the nearly *2,800 housing units permitted* from 2022 to 2025, *48% were for multifamily housing,* indicating that Windsor's housing stock is positioned to diversify in the coming years. Increased housing diversity can broaden the range of attainable options for households at different income levels, support local workforce needs, and better align the housing supply with shifting demographic and market conditions.
- A *young housing stock* brings fewer physical issues but fewer low-cost entry points. The median home in Windsor was built in 2007, making it *considerably newer* than the median home in Colorado overall. A newer housing stock generally brings fewer age-related quality concerns and offers better baseline energy efficiency. But at the same time, although older homes are not automatically less expensive, communities with a broader mix of older units often provide more naturally occurring moderate-price options.
- Overall vacancy rates overstate the availability of homes for sale or for rent. Although Windsor's vacancy rate has *risen to around 9%,* a majority of vacant units are *not actually available* to prospective buyers or tenants. Many are seasonal or occasional-use homes, while others are units under renovation, tied up in foreclosure or legal proceedings, or otherwise held off the market. These categories obscure true availability, meaning Windsor may have less functional vacancy than the headline figures suggest.

Housing Market Trends

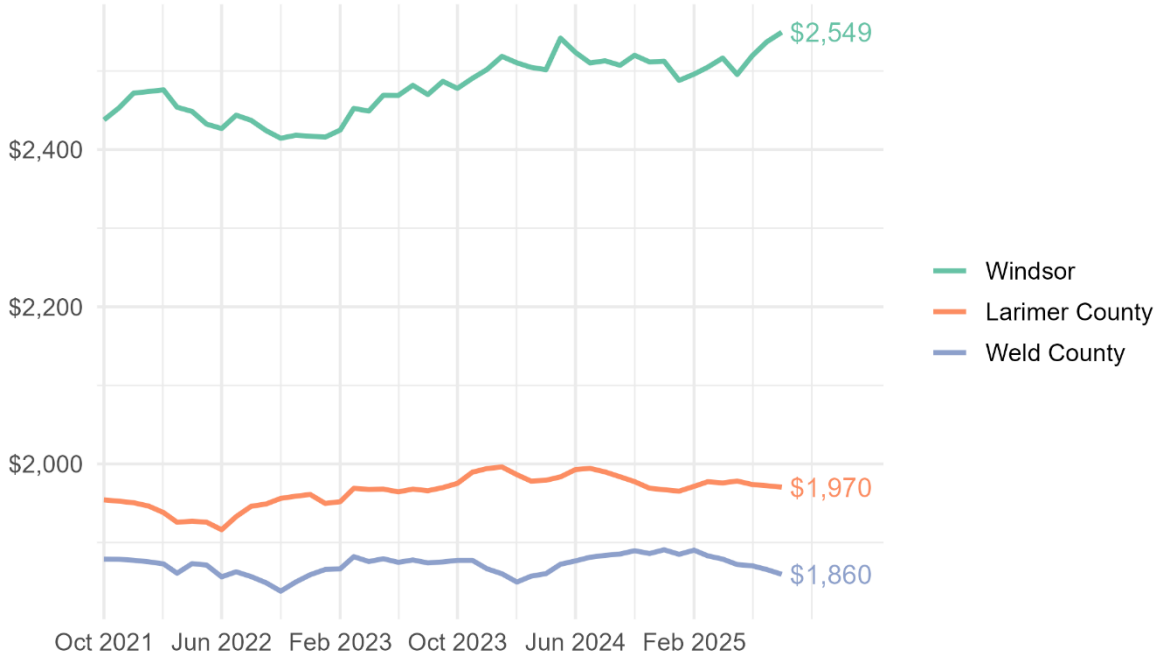
This section examines recent trends in Windsor's rental and for-sale markets to illustrate how housing costs have evolved and their implications for local affordability. Asking rents have continued to rise since 2022, contributing to Windsor's elevated rent levels compared to the region. A pivotal driver of the town's comparatively high rents is its heavy reliance on single-family housing, which commands premium prices that push required incomes well beyond what typical renter households earn. On the ownership side, home prices remain historically high even as sales activity and turnover have slowed sharply in response to higher interest rates, which have moderated recently but remain elevated compared to 2010-to-2022 levels. Entry into the for-sale market increasingly requires incomes far above levels typically observed, leaving even solidly middle-income households with limited pathways to homeownership. At the same time, existing homeowners have benefited from substantial equity gains as values have appreciated much faster than incomes over the past decade. The combined trends paint a picture of a community where demand remains strong but opportunities for new entrants are narrowing, particularly for renters and workers without high or rapidly rising incomes.



Rental Market Trends

The Zillow Observed Rent Index (ZORI) provides a robust measure of typical market rents over time by calculating a smoothed average of the 35th and 65th percentile of listed rents across all housing types, with adjustments for housing quality, composition, and seasonality. Because it balances extremes at the high and low ends of the market, ZORI offers a reliable indicator of rent trends after controlling for shifts in the underlying housing stock. The values reported here are adjusted for both inflation and seasonality to illustrate how purchasing power has changed over time. As of August 2025, the typical asking rent in Windsor was approximately ***$2,549.*** While month-to-month fluctuations have been modest since 2024, rents have ***risen measurably from late 2022,*** when typical listings were closer to $2,400. At current levels, and accounting for utilities, a renter would need to earn approximately $109,600 annually to keep housing costs at or below 30% of income, well above the most recent ACS estimate of the median renter household income of $68,308. Typical asking rents in Windsor also exceed those in both Larimer and Weld counties, where listings generally remain below $2,000. Windsor's comparatively higher rents are a product of its ***more single-family-oriented housing stock,*** which tends to command higher price points.

Figure 25. Typical Real Asking Rent, Oct. 2021 to Aug. 2025



Source: Zillow Observed Rent Index; Matrix Design Group, Inc.
Note: Matrix adjusted all historical rent values for inflation using the Consumer Price Index for All Urban Consumers (CPI-U), published by the U.S. Bureau of Labor Statistics. Each month's values were converted to August 2025 dollars and adjusted for seasonality. Rent values are based on Zillow's Observed Rent Index (ZORI), which estimates typical asking rents across a given geography, and are seasonally adjusted. ZORI is not a simple average or median. Instead, it is constructed from a filtered subset of rental listings, specifically those falling between the 35th and 65th percentile of the rental price distribution. This trimming helps remove extreme values and outliers. Zillow then applies a smoothed, repeat-rent framework, which tracks rent changes for the same properties over time while reducing short-term volatility. Properties with more consistent and complete listing histories are given more weight in the analysis. As a result, ZORI offers a stable, representative indicator of typical market rents over time. Utilities are excluded from ZORI.

Table 7 highlights the wide price disparity between single-family rentals and other housing types in Windsor. As of October 2025, the median single-family home was listed for $3,141 per month, far exceeding the typical asking rents for townhomes ($2,601), condos ($2,237), and apartments ($1,955). Factoring in utilities, *a household needs to earn more than $125,000 annually* to limit typical single-family rental costs to 30% of gross income. By comparison, the income needed to afford the median apartment rent is approximately $78,201, which *still exceeds* the most recent ACS estimate of the median renter household income in Windsor. The findings underscore the limited availability of attainable rental options in Windsor.

Table 7. Median Gross Asking Rent by Unit Type in Windsor, Oct. 2025

Unit Type	Median Gross Rent	Minimum Required Income
Apartments	$1,955	$78,201
Condos	$2,237	$89,480
Single-Family Homes	$3,141	$125,621
Townhomes	$2,601	$104,059

Source: Zillow; Apartments.com; Matrix Design Group, Inc.
Note: N=185. Values includes utility costs, which were estimated using Five-Year 2023 Public Use Microdata Sample (PUMS) data from the U.S. Census Bureau. Matrix filtered the data to include only renter households in the region and calculated average monthly utility expenditures, including electricity, gas, water, and other fuels. These estimates were then adjusted to 2025 dollars using the Consumer Price Index (CPI) for Fuels and Utilities for U.S. Cities, published by the U.S. Bureau of Labor Statistics.

Table 8 shows that median asking rents vary considerably by bedroom count, ranging from *$1,645 for a one-bedroom unit to $3,486 for a five-bedroom home.* Based on the 30% affordability benchmark, these prices translate to required household incomes of roughly $65,781 to $139,421. This demonstrates how quickly required incomes escalate with additional bedrooms, further narrowing options for many renter households.

Table 8. Median Gross Asking Rent by Bedroom Count in Windsor, Oct. 2025

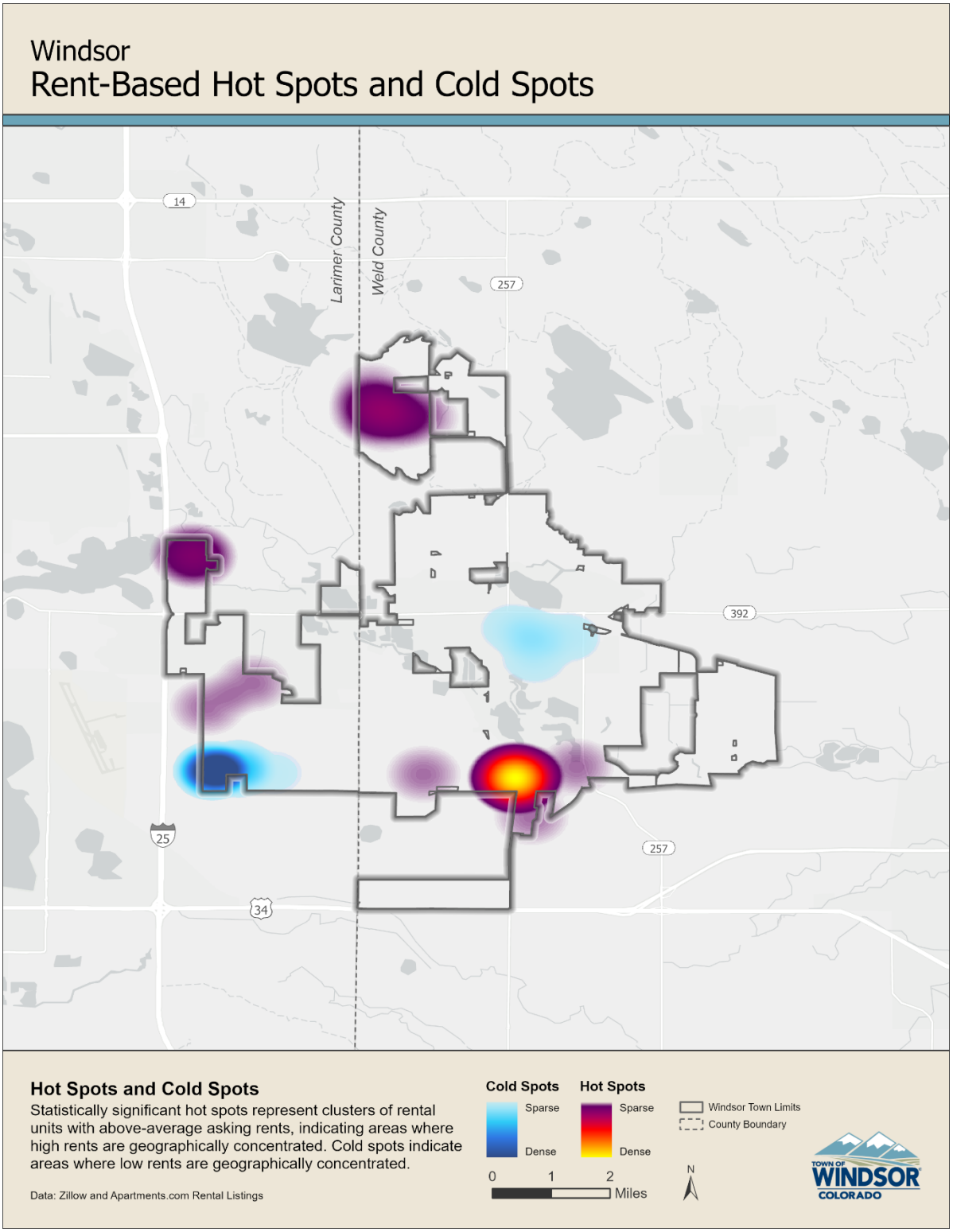
Bedroom Count	Median Gross Rent	Minimum Required Income
One	$1,645	$65,781
Two	$1,955	$78,201
Three	$2,689	$107,559
Four	$3,091	$123,621
Five	$3,486	$139,421

Source: Zillow; Apartments.com; Matrix Design Group, Inc.
Note: N=185. Values includes utility costs, which were estimated using Five-Year 2023 Public Use Microdata Sample (PUMS) data from the U.S. Census Bureau. Matrix filtered the data to include only renter households in the region and calculated average monthly utility expenditures, including electricity, gas, water, and other fuels. These estimates were then adjusted to 2025 dollars using the Consumer Price Index (CPI) for Fuels and Utilities for U.S. Cities, published by the U.S. Bureau of Labor Statistics.

Figure 26 presents the results of a hot spot analysis illustrating how asking rents vary across Windsor. The map identifies statistically significant clusters of higher and lower rents, with hot spots shown in yellow, red, and purple and cold spots depicted in dark and light blue. The densest concentration of high-rent units appears in the southern portion of the town. Other neighborhoods contain pockets of higher-or lower-rent units as well, but these are more dispersed and do not form large, contiguous clusters. In short, the map underscores the spatial variation in rental affordability across Windsor and highlights the neighborhoods where pressures are most acute.



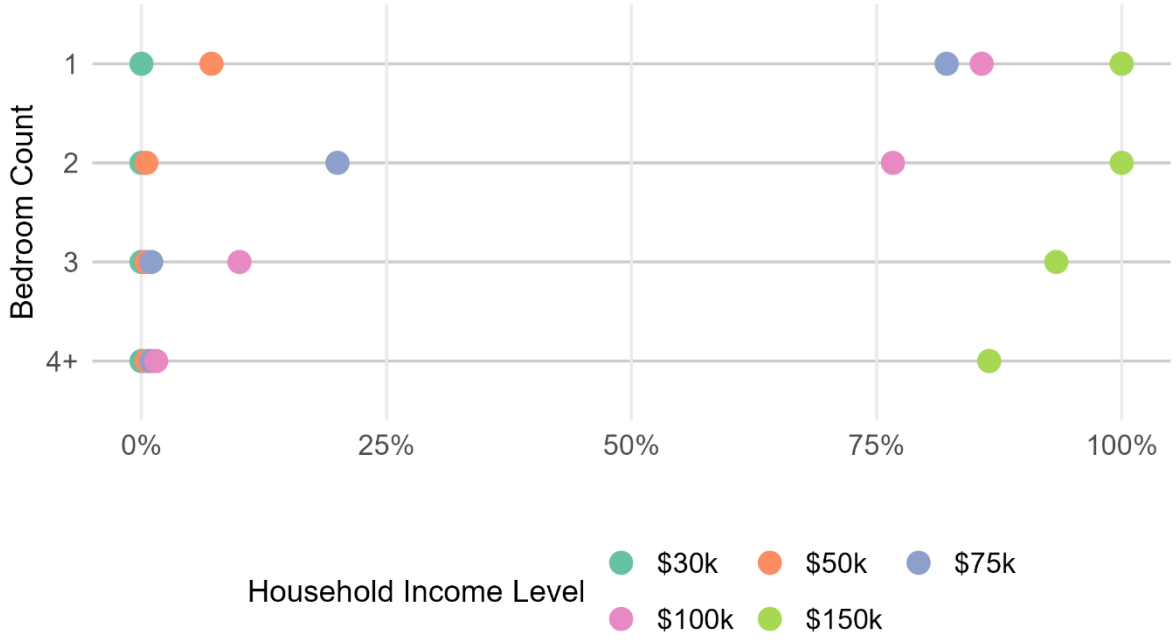
Figure 26. Geospatial Variation in Asking Rents across Windsor, Oct. 2025





October 2025 rental listings data reveal that lower- and moderate-income renters in Windsor have few affordable options (see Figure 27). Under the 30% affordability rule, none of Windsor's rental units, regardless of size, are affordable to a household earning $30,000—an income level that often includes seniors on fixed incomes, entry-level service workers, and adults working part-time. At $50,000, ***only about 7% of one-bedroom units*** fall within reach, and no larger units are affordable. Affordability improves modestly as incomes rise: at $75,000, approximately 82% of one-bedroom rentals and 20% of two-bedroom units meet the threshold. At $100,000, 77% of two-bedroom units become affordable, though the same is true for just 10% of three-bedroom homes. Households earning $150,000 have ample options, with 93% of three-bedroom and 86% of four-plus-bedroom units considered affordable. These income levels, however, are ***far above*** what typical renter households in Windsor earn, leaving many residents with little choice but to take on unsustainable cost burdens or double up with roommates and family members to make housing costs manageable.

Figure 27. Share of Affordable Rentals by Household Income Level in Windsor, Oct. 2025

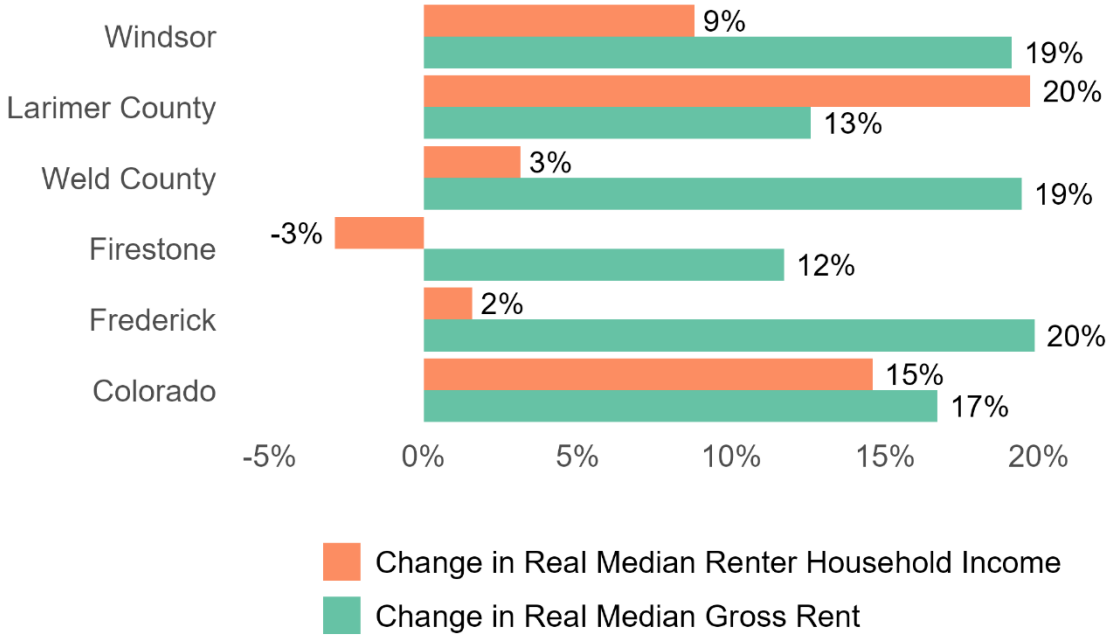


Source: Zillow; Matrix Design Group, Inc.
Note: The dots denote the percentage of affordable rental listings at the corresponding household income level using the general rule that a unit's rent and utility costs should account for less than 30% of a household's gross annual income.

RENTS IN WINDSOR HAVE RISEN TWICE AS FAST AS RENTER INCOMES SINCE 2018, INTENSIFYING AFFORDABILITY

Figure 28 compares the change in inflation-adjusted median gross rent with the change in real median renter household income between 2018 and 2023. During this period, renter incomes in Windsor increased by about 9%, while median rents rose by 19%, effectively outpacing income growth by a ***two-to-one margin.*** This widening gap placed growing affordability pressures on renters. In contrast, Larimer County as a whole experienced stronger growth in median renter incomes than in rents, while Colorado overall saw the two measures rise at nearly the same pace. In Weld County, Firestone, and Frederick, renter incomes stagnated or declined in real terms, whereas rents rose markedly over the same period.

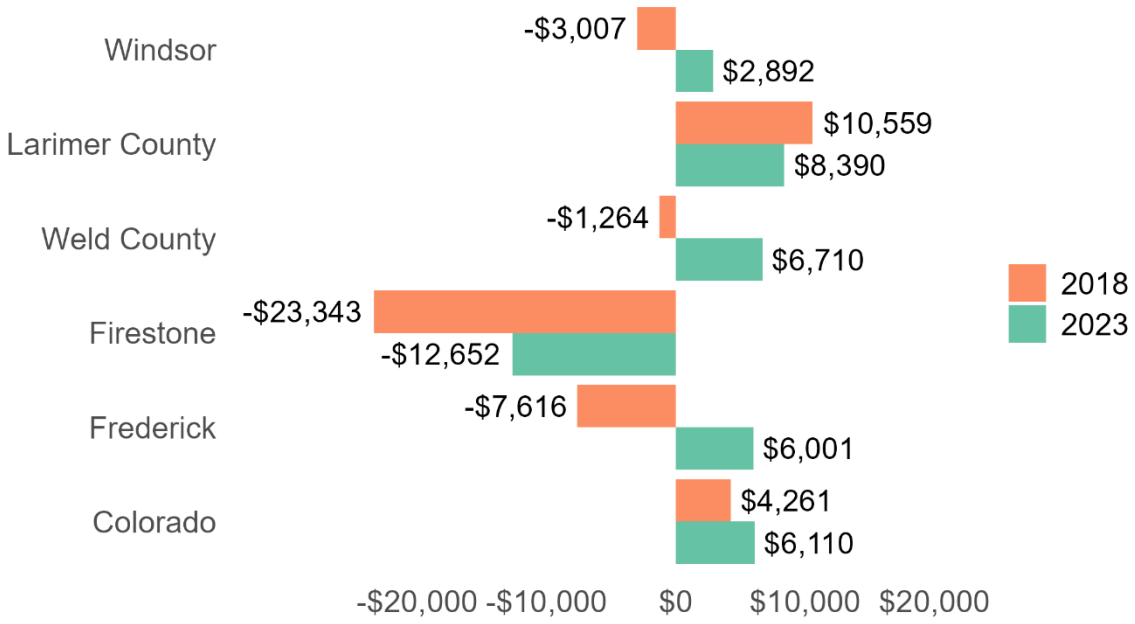
Figure 28. 2018-to-2023 Relative Change in Real Median Gross Rent and Real Median Renter Household Income



Source: Five-Year American Community Survey; Matrix Design Group, Inc.

Figure 29 presents the gap between the income required to afford the median rent and actual median renter household income. Positive values signify that the income needed to afford the median rent exceeded what renters earned, whereas negative values suggest that typical renter incomes were adequate to meet rent levels. In 2018, the typical Windsor renter earned approximately $3,000 more than the income needed to keep median rent at or below 30% of income. By 2023, this relationship had flipped, with the median renter earning roughly ***$2,900 less*** than the required income. Although this shift represents a meaningful deterioration in affordability, Windsor's 2023 gap remains ***less than half*** the size of those observed statewide and in Larimer County, Weld County, and Frederick.

Figure 29. Gap between Annual Income Required to Afford Median Gross Rent and Median Renter Household Income, 2018 & 2023



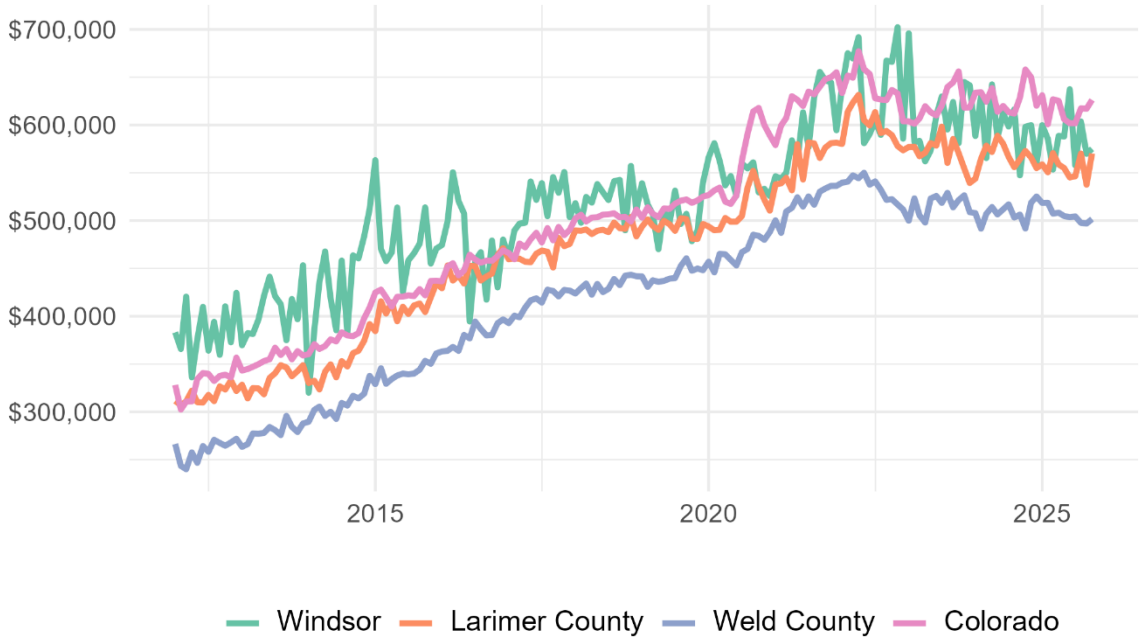
Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: Positive values indicate that income required to afford median gross rent is higher than median renter household income, while negative values indicate the inverse. Required income calculations are based on the widely accepted standard that gross rent (which includes utilities) should represent no more than 30% of household income. To ensure direct comparability between income and rent data, this analysis relies on ACS estimates of median gross rent.



Homeownership Market Trends

Figure 30 plots median home prices over time while controlling for inflation and seasonality, which allows for a more accurate comparison across months and economic cycles. As of October 2025, the median Windsor home sold for ***$575,104.*** This was lower than the statewide median of $626,262, a figure heavily influenced by high-cost markets such as Boulder, Aspen, and Vail, yet well above the Weld County median of $501,647 and broadly consistent with the Larimer County median. Real home prices in Windsor peaked at $702,301 in November 2022, reflecting the post-pandemic housing boom that was driven by exceptionally low interest rates, strong in-migration to Northern Colorado, limited inventory, and rapid household formation among remote workers. Prices have come down since that peak as mortgage rates climbed and buyers faced tighter affordability constraints. Even with this recent cooling, Windsor home values have increased by ***roughly 50% since early 2012.*** While this appreciation has significantly enhanced homeowner equity and wealth generation, it has also pushed entry-level homeownership further out of reach for many households.

Figure 30. Real Median Home Sales Price by Month, Jan. 2012–Oct. 2025



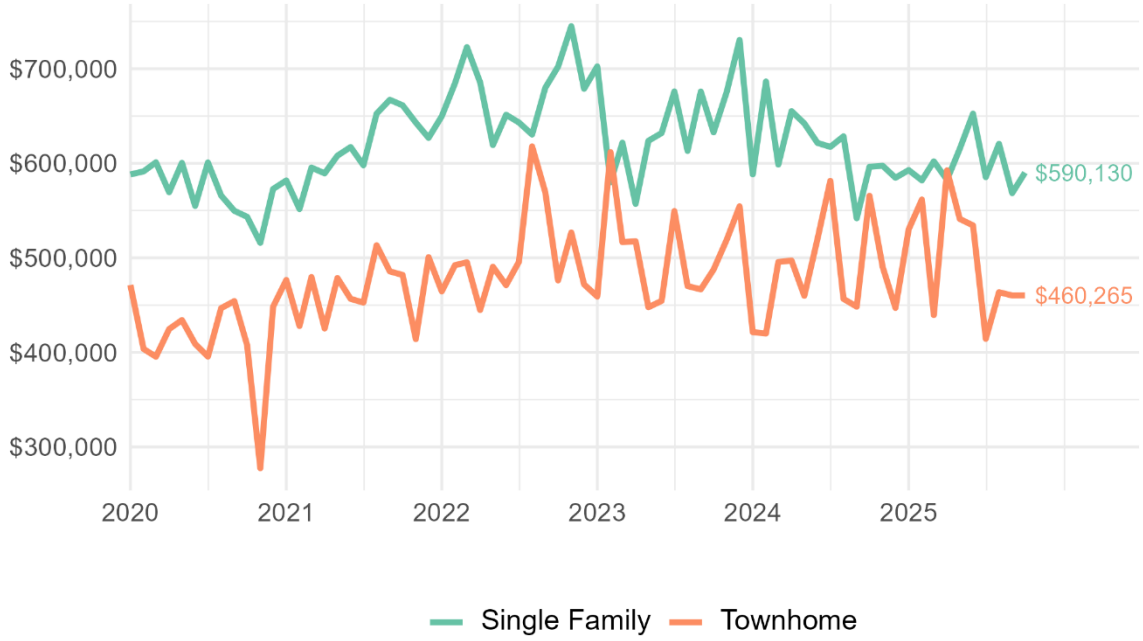
Source: Redfin; Matrix Design Group, Inc.
Note: Median home sale prices were adjusted for seasonal fluctuations and for inflation using the Consumer Price Index for All Urban Consumers (CPI-U) from the U.S. Bureau of Labor Statistics, retrieved from the Federal Reserve Bank of St. Louis FRED database. All values are expressed in constant 2025 dollars.

WITH REAL HOME PRICES UP ROUGHLY 50% SINCE 2012, YOUNGER HOUSEHOLDS AND FIRST-TIME BUYERS NOW FACE SIGNIFICANTLY HIGHER HURDLES TO ENTERING WINDSOR'S OWNERSHIP MARKET.

Median prices also vary substantially by housing type (see Figure 31). As of October 2025, the median single-family home in Windsor sold for ***$590,130—nearly $130,000 more*** than the typical townhome. Price fluctuations among townhomes tend to be more pronounced because the number of sales is relatively small, and a few high- or low-value transactions can meaningfully shift the median from month to month. Rising interest rates have also had an outsized impact on affordability. A single-family home purchased at $590,130 with a 30-year fixed mortgage at 6.3% carries an ***estimated monthly payment of about $2,922.*** At the 4% rates that were common in 2019, that same home would have resulted in a payment of roughly $2,254, about $670 less per month. This sharp increase in financing costs has likely tempered further price appreciation, as home values and interest rates generally move in opposite directions: when borrowing becomes more expensive, fewer buyers can qualify at higher price points, placing downward pressure on price growth even in fundamentally strong markets like Windsor.



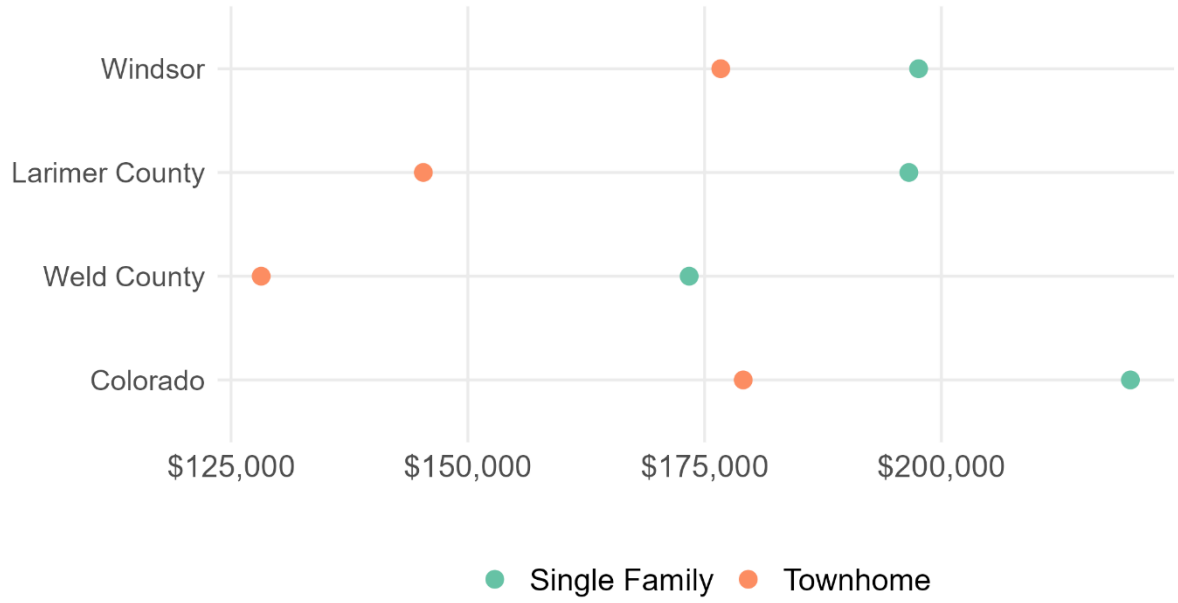
Figure 31. Real Median Home Sale Price by Home Type in Windsor, Jan. 2020–Oct. 2025



Source: Redfin; Matrix Design Group, Inc.
Note: Median home sale prices were adjusted for seasonal fluctuations and for inflation using the Consumer Price Index for All Urban Consumers (CPI-U) from the U.S. Bureau of Labor Statistics, retrieved from the Federal Reserve Bank of St. Louis FRED database. All values are expressed in constant 2025 dollars.

Using 2025 sales data, Figure 32 indicates the income required to afford the median single-family home and townhome based on a standard "three times income" rule of thumb. This benchmark—long used in housing studies and financial planning—assumes that a home is generally affordable if its price does not exceed roughly three times a household's annual income. While interest rates have risen in recent years, current mortgage rates remain broadly consistent with long-term historical norms, making this standard a reasonable basis for evaluating ownership affordability. Applying this metric, a household would need to earn ***$197,598 to afford the median single-family home and $176,706 to afford the median townhome*** sold in 2025. Both thresholds sit far above Windsor's estimated median household income of $121,758. The income needed to purchase a townhome in Windsor is roughly consistent with statewide requirements, even though Windsor's single-family homes remain noticeably more affordable than their statewide counterparts. Overall, Windsor's affordability profile aligns more closely with Larimer County than Weld County, where considerably lower incomes are needed to enter the ownership market.

Figure 32. Income Required to Afford Median Price by Housing Type, Jan. 2025–Oct. 2025

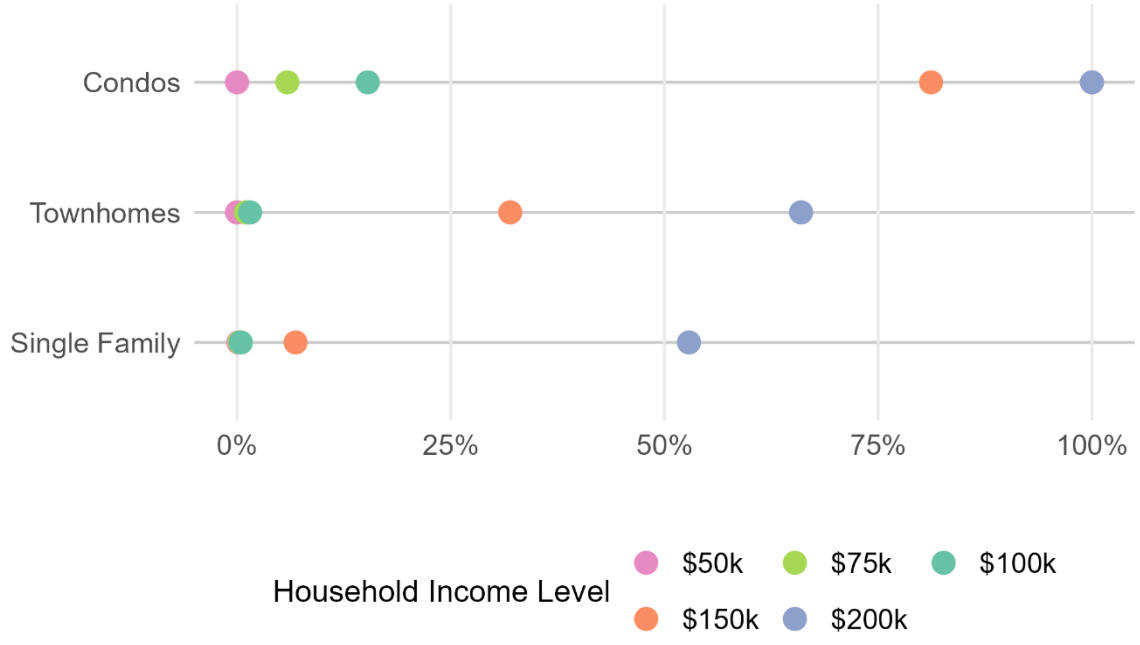


Source: Redfin; Matrix Design Group, Inc.
Note: Affordability is based on the conventional "three-times-income" rule. Values reflect weighted medians constructed from monthly data on sales and median home prices. Home sale prices were adjusted for seasonal fluctuations and inflation using the Consumer Price Index for All Urban Consumers (CPI-U) from the U.S. Bureau of Labor Statistics, retrieved from the Federal Reserve Bank of St. Louis FRED database. Data cover period from January 2025 to October 2025. All values are expressed in constant 2025 dollars.



Figure 33 denotes the percentage of 2024 and 2025 home sales in Windsor that were affordable at five representative income levels. The analysis is based on the guidance that a home's sale price should not exceed three times annual household income. During this period, ***only 0.4%*** of single-family homes sold were affordable to a household earning $100,000. Even at $150,000 in annual income, ***just 7%*** of single-family sales met this threshold. Affordability improves meaningfully at higher incomes, with a majority of single-family homes (53%) deemed affordable at $200,000, which far exceeds typical household earnings. Condos and townhomes present more attainable options, though relatively high incomes are still required. Only 6% of condos and 1% of townhomes were affordable to a household earning $100,000, and at $150,000, those figures rose to 81% and 32%, respectively. For context, the median renter household in Windsor—often a key group moving into attached for-sale homes—earns just $68,308 annually, according to the most recent ACS estimates. The results point to a widening affordability gap, with most prospective buyers priced out of a large segment of the for-sale market.

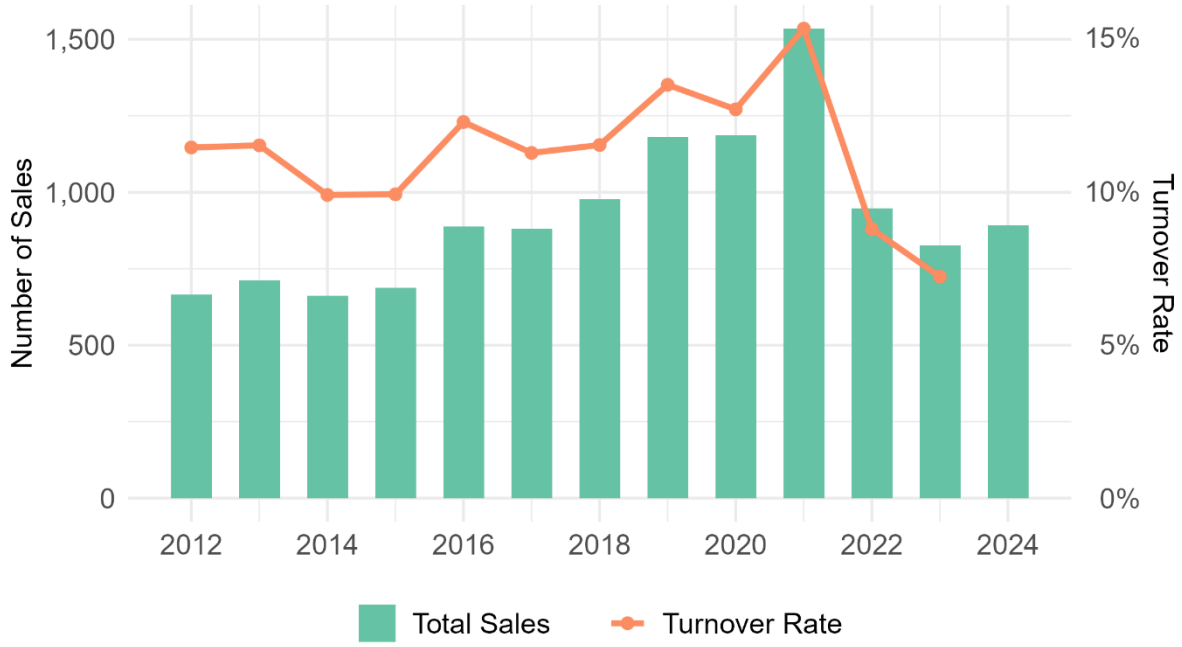
Figure 33. Share of Affordable Home Sales by Household Income Level in Windsor, Jan. 2024–Oct. 2025



Source: Larimer County and Weld County Assessor Parcel Data; Matrix Design Group
Note: The dots denote the percentage of affordable home sales at the corresponding household income level using the general rule that a home's sale price should not exceed three times annual income.

Figure 34 compares annual home sales with homeowner turnover rates. Home sales in Windsor have fluctuated considerably over the past decade, ranging *from 662 sales in 2014 to a peak of 1,535 in 2021.* Activity increased steadily through 2021, supported by *significant new construction,* but has slowed markedly in the years since, driven largely by sharp increases in interest rates that have discouraged existing homeowners from giving up their lower-rate mortgages while deterring prospective buyers from entering the market. This cooling is also evident in turnover patterns. In 2021, approximately 15% of homeowner households moved, but by 2023 the turnover rate had fallen to just 7%, effectively *cutting mobility in half.* The decline in both sales volume and turnover offers insight into how rising borrowing costs have reshaped buyer and seller behavior, contributing to a far less fluid ownership market.

Figure 34. Home Sales and Turnover in Windsor, 2012–2024



Source: Redfin; Colorado State Demography Office; Matrix Design Group, Inc.
Note: Turnover rate could not be computed for 2024 because total housing unit counts from the Colorado State Demography Office (SDO) were not yet available at the time of writing. The analysis relies on total occupied housing unit counts published by the SDO, with owner-occupied units estimated by applying tenure rates from the corresponding American Community Survey year.

Figure 36 highlights neighborhoods where recent for-sale activity has been both concentrated and expensive. More specifically, the map identifies hexagonal areas with a high volume of sales paired with elevated median sale prices—two indicators that tend to signal strong buyer demand and competitive market conditions. Hexes classified as “Hot” or “Very Hot” represent the locations where these factors overlap most clearly. The most intense activity clusters along the southern portion of town, where sales have been frequent and price points consistently high. Smaller pockets appear elsewhere, but they are more dispersed. These spatial patterns have important implications given that areas with repeated high-price sales often set benchmarks for surrounding neighborhoods, influence buyer expectations, and shape where future investment is likely to flow.

Figure 35. Housing Market Hot Spots in Windsor, Jan. 2024–Oct. 2025

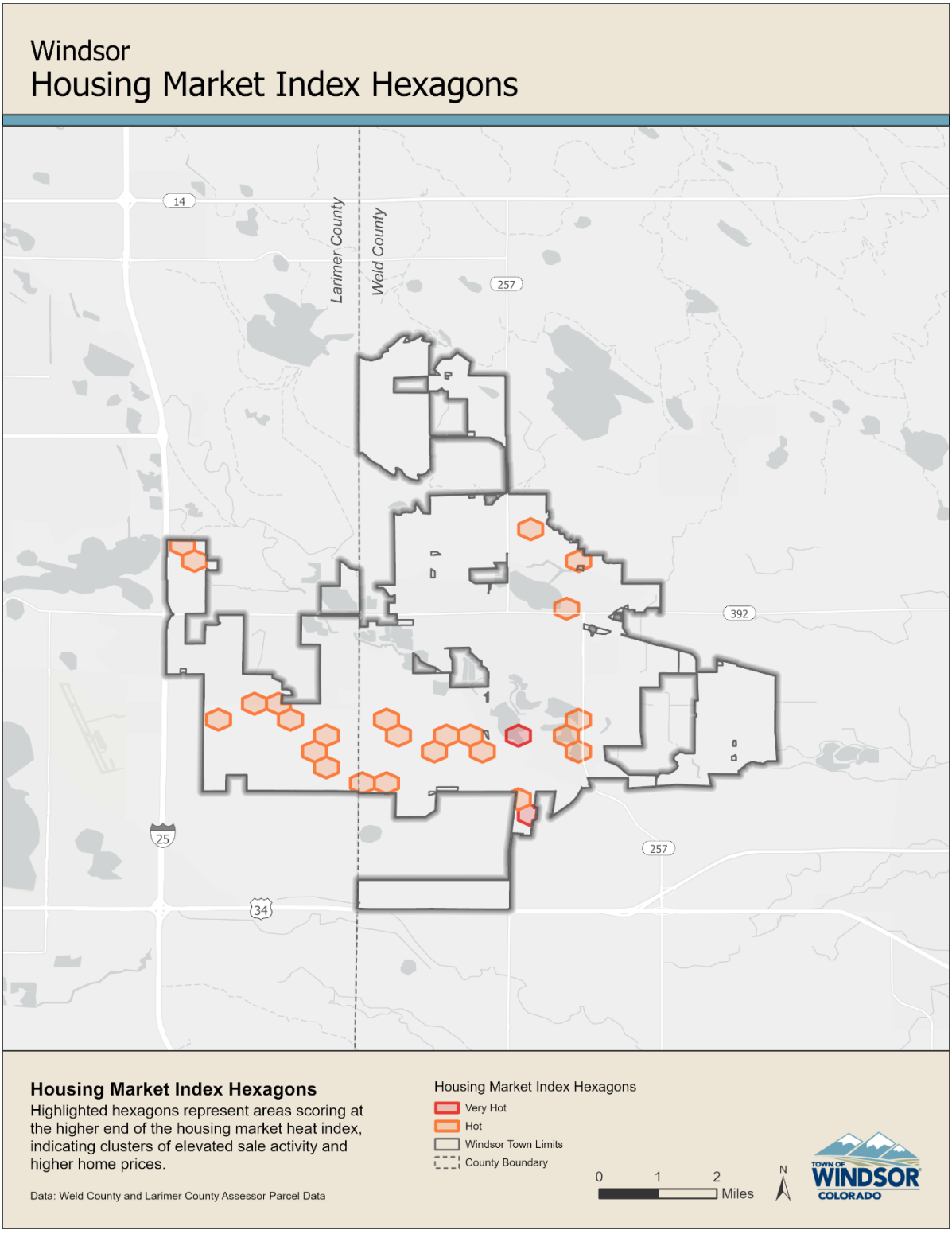
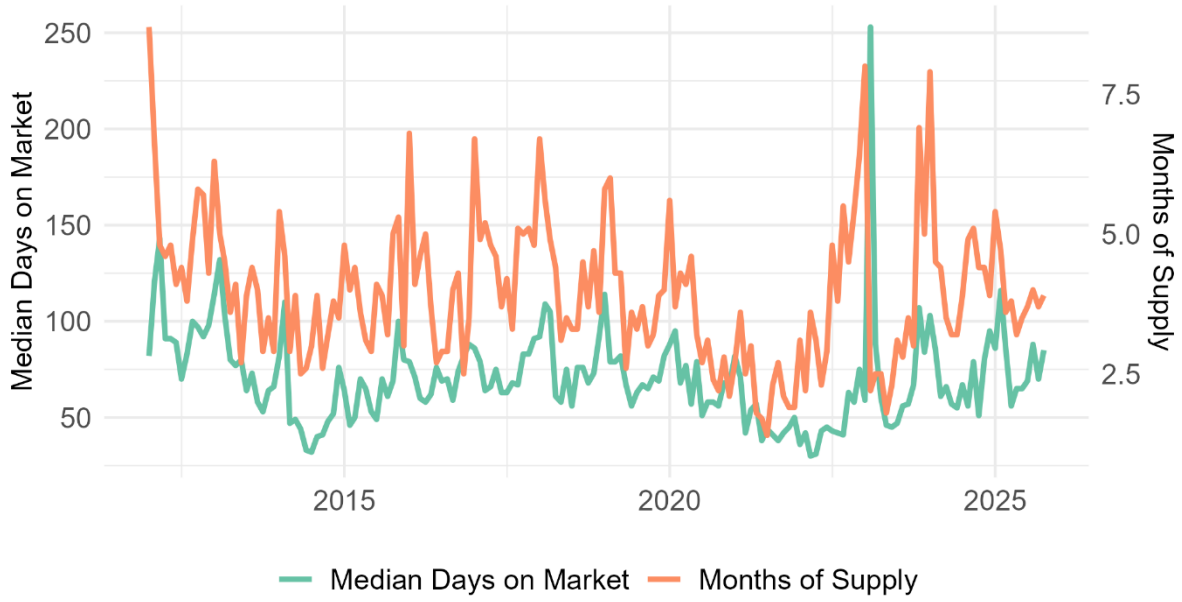


Figure 36 sheds light on supply-demand dynamics by comparing two key market indicators: median days on market and months of supply. Homes in Windsor are now taking *considerably longer to sell* than they did in the immediate post-pandemic period. As of September 2025, the median home spent *70 days* on the market. While this remains below the levels seen in the aftermath of the housing market crash, it is significantly higher than during the pandemic-era surge in demand, exemplified by the 30-day median observed in March 2022. Conditions have also shifted on the supply side, as measured by months of supply, which indicates how long it would take for all active listings to sell at the current pace of transactions; for context, a level of roughly four to six months is generally considered a healthy, balanced market. Windsor had *3.7 months of inventory in September 2025.* By contrast, Windsor had around two months of supply, or less, during parts of 2020 through 2023, signaling a dramatic undersupply that contributed to rapid home price appreciation and intense competition among buyers.

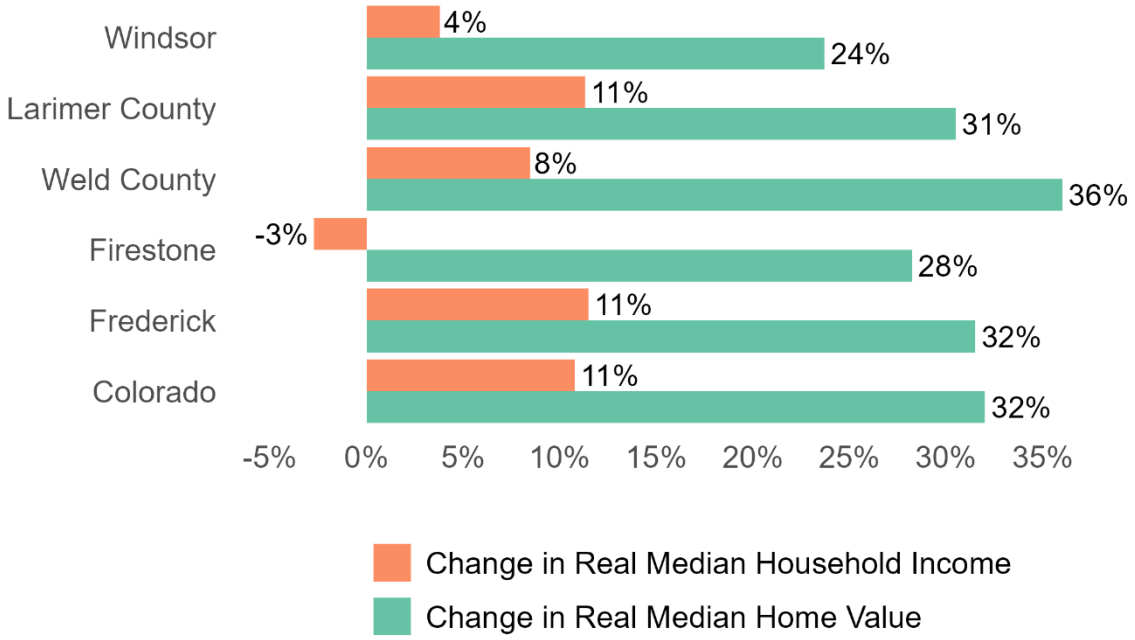
Figure 36. For-Sale Market Dynamics in Windsor: Median Days on Market vs. Months of Supply, Jan. 2012–Oct. 2025



Source: Redfin; Matrix Design Group, Inc.
Note: Median days on market is the midpoint number of days that homes sold during a given month were actively listed before going under contract. Months of supply measures how long it would take to sell all homes currently on the market at the prevailing sales pace, assuming no new listings are added.

Windsor has experienced the same widening gap between home values and household incomes that has characterized much of the region in recent years. Between 2018 and 2023, the median household's *inflation-adjusted income in Windsor increased by just 4%, while the median home value grew by 24%* over the same period. Although appreciation was even higher in Weld County, Larimer County, and statewide, those areas also experienced stronger income gains, slightly narrowing the gap. Some communities saw even more pronounced divergence; in Firestone, for example, real median household income fell by 3%, while home values climbed by 28%. These trends underscore the significant wealth accumulation realized by existing homeowners and the mounting challenges facing prospective buyers face as home prices continue to outpace the earnings of the typical household.

Figure 37. 2018 to 2023 Relative Change in Real Median Home Value and Median Household Income

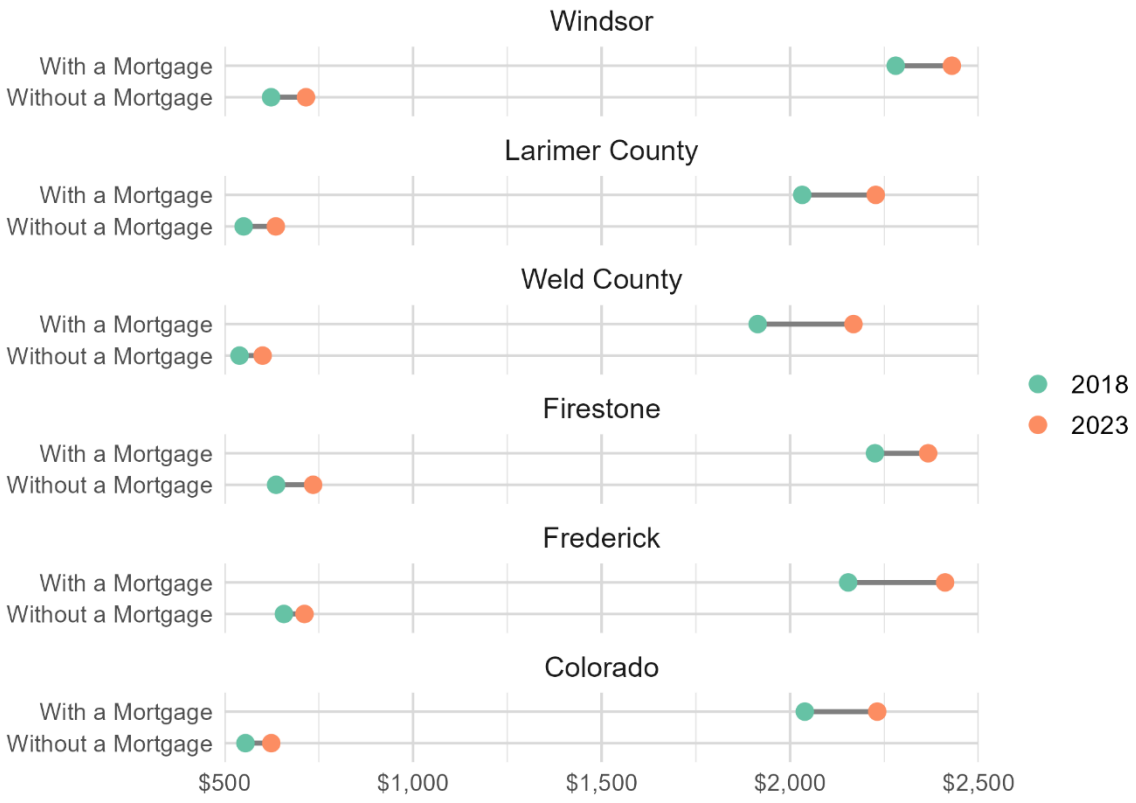


Source: Five-Year American Community Survey; Matrix Design Group, Inc.

WINDSOR'S HOME VALUES HAVE OUTPACED INCOME GROWTH FOR YEARS, WIDENING THE GAP BETWEEN WHAT HOUSEHOLDS EARN AND WHAT THE MARKET DEMANDS.

Another way to assess the cost of homeownership is by examining monthly selected owner costs, which include mortgage payments, property taxes, homeowners insurance, utilities, and other recurring housing expenses. Importantly, these figures represent the costs paid by all homeowners, including both recent buyers and those who purchased their homes years or even decades ago, when home prices and interest rates were far below current levels. Windsor homeowners tend to face ***relatively high monthly*** costs. In 2023, the median owner-occupied household with a mortgage spent ***$2,429 per month on housing,*** up from an inflation-adjusted $2,280 in 2018. Homeowners without a mortgage typically paid $716 per month, nearly $100 more than five years earlier. Windsor's comparatively high monthly costs are likely due to the substantial influx of recent homeowners, many of whom purchased during a period of highly competitive market conditions.

Figure 38. Real Median Monthly Homeownership Costs, 2018 & 2023



Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: Ownership costs include the sum of payments for mortgages (both first and second), real estate taxes, insurance on the property, utilities (electricity, gas, water, and sewer), and, where applicable, monthly condominium fees, homeowners association (HOA) fees, and mobile home costs.

Key Findings and Implications

- Rent levels in Windsor rank among the highest in the region. As of August 2025, the typical asking rent was $2,549—well above comparable figures in Weld and Larimer Counties. Windsor's single-family–oriented housing stock plays a central role in driving these elevated rent levels. As of October 2025, the median single-family rent was $3,141, compared to $1,955 for apartments and $2,601 for townhomes.
- Current asking rents exceed what most households can reasonably afford. To limit typical Windsor rental costs to 30% of income, a household needs to earn roughly $109,600—well above the $68,308 median renter income observed in the most recent ACS. This gap underscores the limited number of attainable rental options for the town's workforce.
- Lower-income households face almost no affordable rental options. In October 2025, none of Windsor's rentals, regardless of size, were affordable to a household earning $30,000. At $50,000, only 7% of one-bedroom units were within reach. Even at $75,000, only smaller units become accessible, leaving most moderate-income renters with few viable options.
- Rents have outstripped renter incomes, driving an affordability gap. Between 2018 and 2023, rents rose by 19%, while renter incomes increased by just 9%. By 2023, the typical renter earned about $2,900 less than the income needed to afford median rent, marking a reversal from 2018, when incomes exceeded required levels.
- Despite recent moderation, home prices remain historically high. The median home in Windsor sold for $575,104 in October 2025. While this represents a decline from the pandemic-era peak, it far exceeds pre-2020 levels. Accounting for inflation, prices have risen by roughly 50% since 2012, indicating sustained demand.
- Homeownership is out of reach for most households at current prices. Based on 2025 sales, households need to earn $197,598 to afford the median single-family home and $176,706 for the median townhome. With Windsor's 2023 median household income at $121,758, these prices place ownership beyond the means of most families, particularly renters.
- Middle-income households face steep barriers to homeownership, even for attached units. Between 2024 and 2025, only 0.4% of single-family homes were affordable to a household earning $100,000, and just 7% were within reach at $150,000. Despite offering somewhat more attainable options, attached units still require relatively high incomes, limiting viable entry points into the ownership market.
- Higher interest rates have constrained buyer activity and reduced mobility. At prevailing rates, monthly payments on a typical single-family home are now roughly $670 higher than they were at 2019 rates, pricing out many prospective buyers. The rise in interest rates from 2021 to 2023 coincided with a decline in homeowner turnover from 15% to 7% as households remained locked into lower-rate mortgages and fewer buyers were able to afford to enter the market.
- Market conditions have shifted from undersupplied to moderately tight. As of September 2025, Windsor had 3.7 months of supply. While this figure is still short of the four-to-six months indicative of a healthy market, it is well above the extreme lows seen during parts of 2020 through 2023. Homes are remaining on the market longer, but not to a degree that notably eases price pressures.

Housing Problems

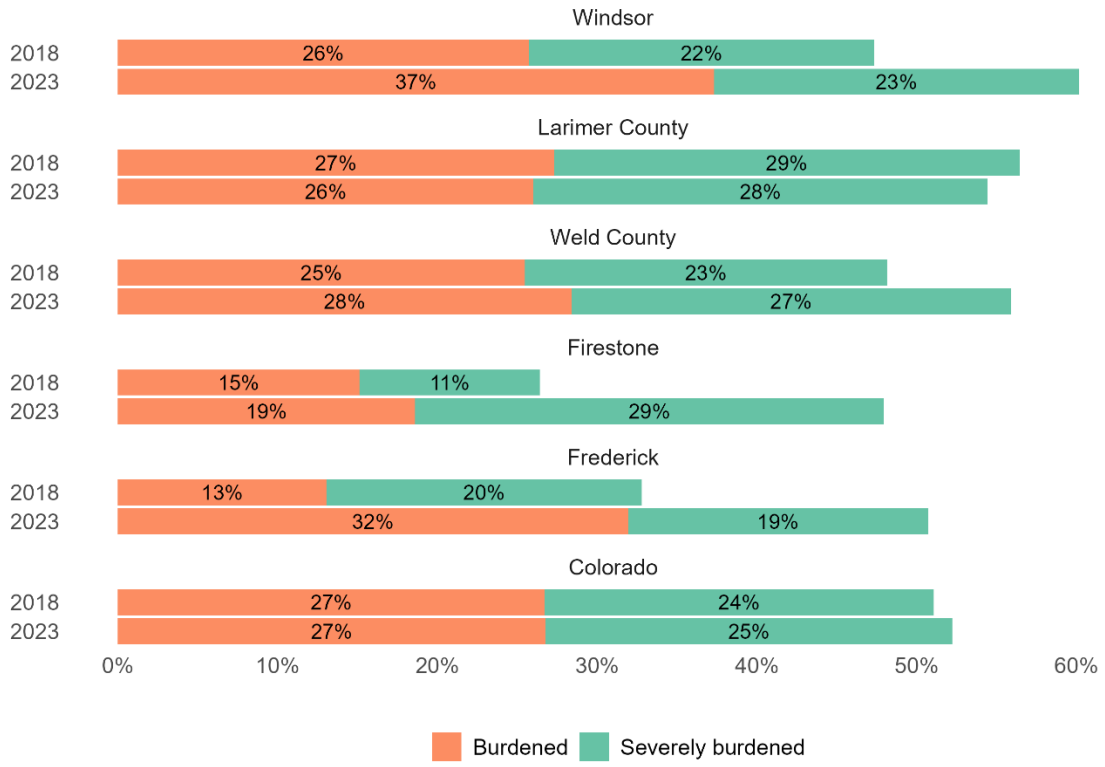
This section examines a range of housing stability indicators to assess how Windsor households are managing rising costs and shifting market conditions. Cost burdens have become increasingly common, particularly among renters, and a sizable share of homeowners with mortgages also devote large portions of their income to housing, leaving many households with limited financial flexibility and fewer resources for basic needs. Although uncommon, overcrowding in Windsor signals that a number of larger households may be underhoused due to limited affordable, appropriately sized options. Point-in-Time Count data further suggest that homelessness, while measured imperfectly, has grown across the region since 2020, with more individuals living unsheltered and facing heightened health and safety risks. Substandard housing, as measured by the presence of incomplete kitchen or plumbing facilities and reliance on non-standard heating fuels, is less prevalent in Windsor than in the broader region, yet pockets of older or under-maintained units remain. A displacement risk index highlights several neighborhoods, specifically in southwest and central Windsor, where socioeconomic and housing characteristics combine to heighten vulnerability to rising costs and redevelopment pressures. Collectively, these indicators depict a community where most residents live in stable, well-maintained homes, yet a substantial minority faces growing financial pressure, narrowing housing choices, and increased vulnerability to displacement as market conditions intensify.



Housing Cost Burden

Cost burdens have become increasingly common in Windsor as rents have risen faster than household incomes (see Figure 39). In 2023, ***37% of renter households were considered cost burdened,*** spending between 30% and 49.9% of their income on rent, and another ***23% were severely burdened,*** devoting at least half of their income to housing. This translates to roughly 1,100 cost-burdened households and about 700 severely burdened households. Windsor's combined burden rate is higher than in neighboring communities such as Firestone and Frederick and exceeds both countywide and statewide levels. These households face heightened financial strain and greater housing instability, with less money available each month for transportation, food, health care, and other basic needs.

Figure 39. Renter Household Cost-Burdened Rates, 2018 & 2023



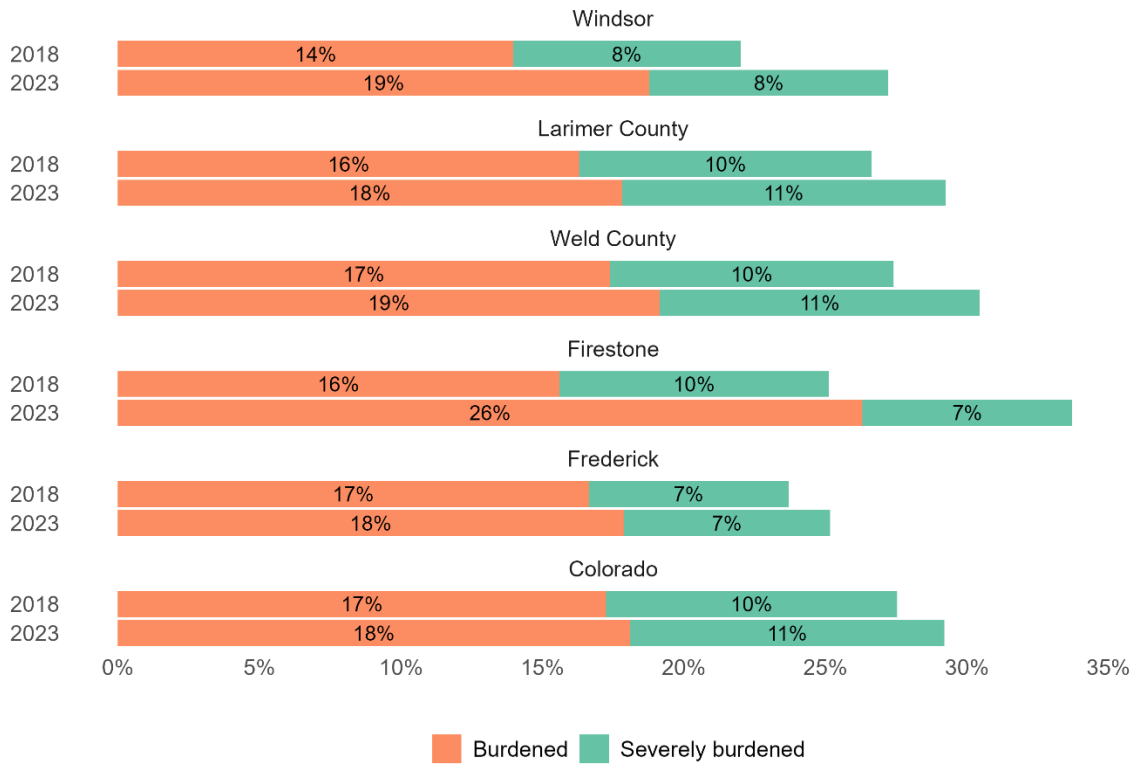
Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: "Burdened" households spent from 30% to 49.9% of household income on gross rent, compared to 50% or more for "severely burdened" households.

ABOUT 560 SENIOR RENTER HOUSEHOLDS IN WINDSOR WERE COST BURDENED, FOR A RATE OF 74%—SIGNALING DISPARATE RISK. AS SENIORS OFTEN DEPEND ON FIXED INCOMES, THEY ARE PARTICULARLY VULNERABLE TO RISING COSTS.

> *ABOUT 22% OF SENIOR MORTGAGED OR NON-MORTGAGED HOMEOWNERS ACROSS WINDSOR SPENT MORE THAN 30% OF GROSS INCOME ON HOUSING COSTS, REPRESENTING 644 HOUSEHOLDS.*

Financial strain also impacts a substantial number of Windsor homeowners with a mortgage (see Figure 40). In 2023, ***19% of these households were cost burdened,*** spending between 30% and 49.9% of their income on ownership costs such as mortgage payments, utilities, homeowners' insurance, property taxes, and association fees. Another ***8% were severely burdened,*** with more than half of their monthly income going toward housing. In total, this equates to 1,609 burdened homeowners and 723 severely burdened homeowners. These rates closely resemble those seen across the region, and the small differences between Windsor and nearby communities are likely within the margin of sampling error. Still, the implications are meaningful: cost-burdened homeowners have limited financial cushion and are more susceptible to financial strain when economic conditions or employment circumstances change. They also are more likely to have difficulty covering unexpected repair costs. The effects extend beyond individual households: when more income goes to housing, less is available to support local businesses and the wider Windsor economy.

Figure 40. Mortgaged Owner-Occupied Household Cost-Burdened Rate, 2018 & 2023

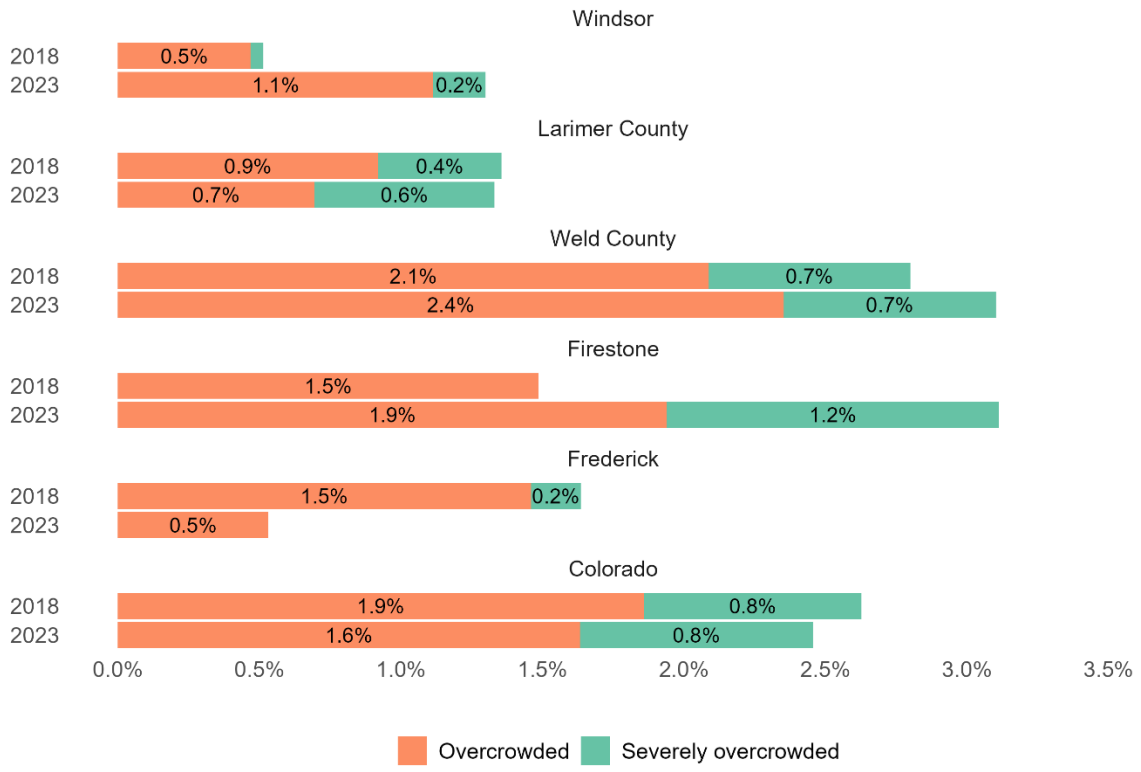


Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: "Burdened" households spent from 30% to 49.9% of household income on total ownership costs, compared to 50% or more for "severely burdened" households.

Overcrowding

Despite rising in recent years, Windsor's overcrowding rate remains low, especially in comparison to statewide and Weld County levels (see Figure 41). In 2023, ***about 1.1% of households in Windsor were overcrowded,*** with 1 to 1.5 people per room, and another ***0.2% were severely overcrowded,*** with more than 1.5 people per room. While these shares are small, overcrowding carries real consequences, ranging from higher risks of illness and stress to reduced academic performance among children and broader strains on family well-being.[3] The findings also suggest that some larger households are effectively underhoused, constrained by high costs that limit access to appropriately sized homes.

Figure 41. Household Overcrowding Rate, 2018 & 2023



Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: "Overcrowded" households have between 1.01 and 1.50 occupants per room. "Severely overcrowded" households have 1.51 or more occupants per room.

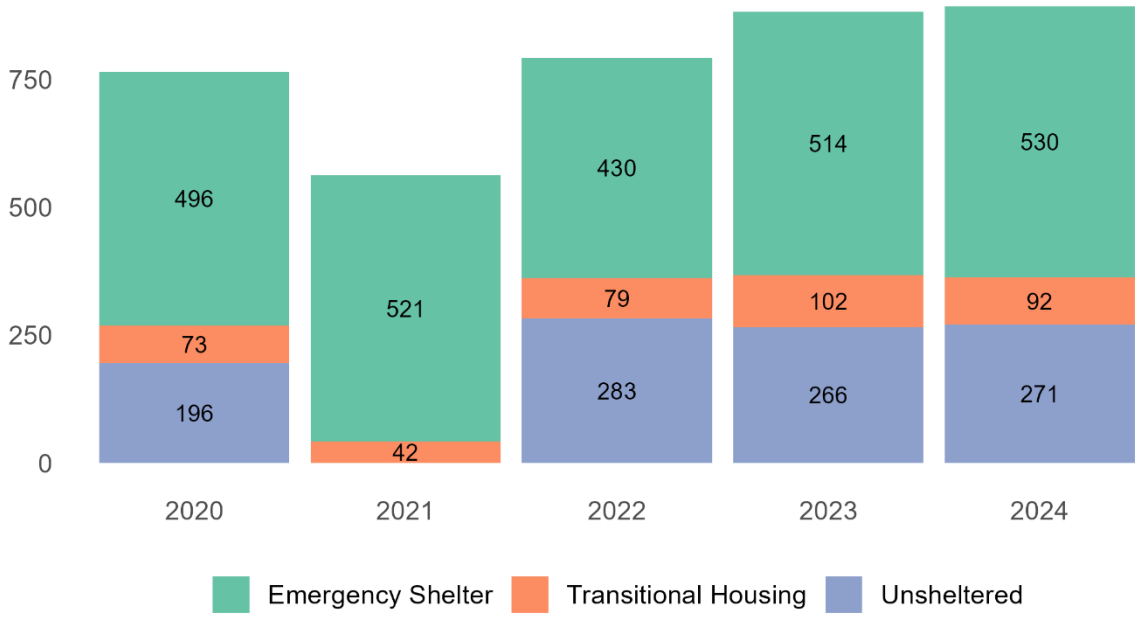
WINDSOR'S APPROXIMATELY 180 OVERCROWDED HOUSEHOLDS FACE HEIGHTENED RISKS RELATED TO HEALTH, STABILITY, AND CHILD DEVELOPMENT.

[3] Solari, Claudia D., and Robert D. Mare. "Housing Crowding Effects on Children's Well-being." *Social Science Research*, Vol. 41, Issue 2 (2012), pp. 464–476.

Homelessness

Figure 42 presents estimates from HUD's annual Point-in-Time (PIT) Count, which provides a snapshot of homelessness across the region. The data should be interpreted cautiously: although the count captures people staying in emergency shelters and transitional housing, as well as those visibly unsheltered, it misses many forms of homelessness that are harder to observe, such as couch surfing, living temporarily with friends or family, or cycling between unstable arrangements. As a result, the PIT Count almost certainly understates the true scale of homelessness in northern Colorado. According to the 2024 count, an estimated ***893 individuals across the Fort Collins, Greeley, Loveland/Larimer, and Weld Counties Continuum of Care***—which includes Windsor—experienced homelessness, a figure largely consistent with 2023 levels. Of those counted, 10% were in transitional housing, which refers to short-term, service-rich programs designed to help individuals stabilize before moving into permanent housing; 59% were in emergency shelter, while the remaining 30% were unsheltered. Since 2020, homelessness across the region has ***increased by 17%,*** with the number of unsheltered individuals rising from 196 to 271—an especially concerning trend given the heightened health and safety risks faced by people living outdoors.

Figure 42. Individuals Experiencing Homelessness by Shelter Type in Fort Collins, Greeley, Loveland/Larimer, and Weld Counties Continuum of Care

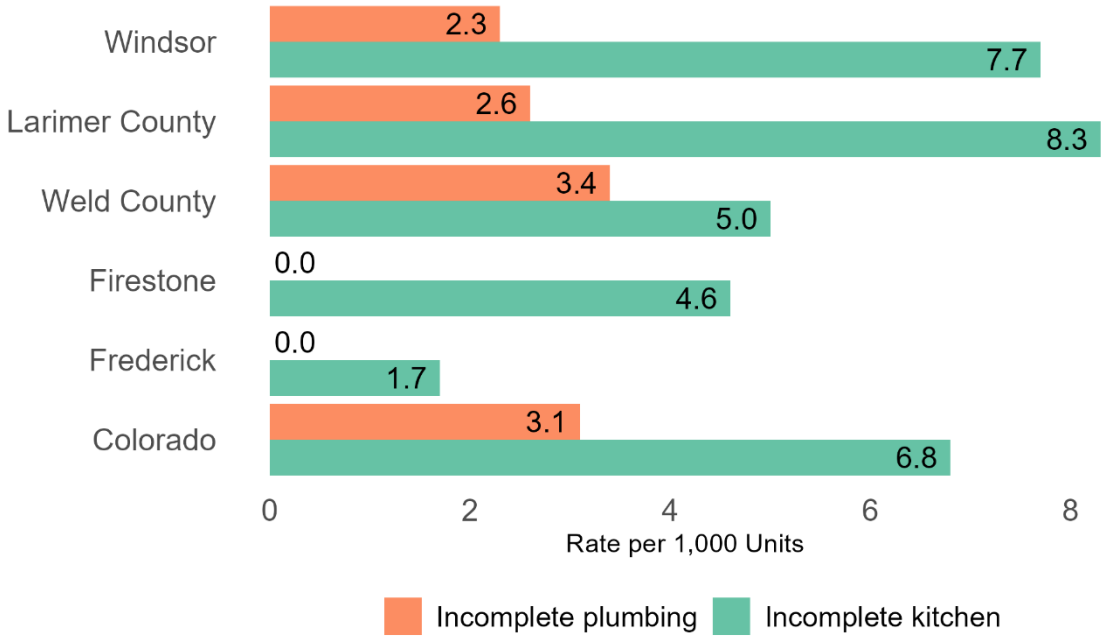


Source: Department of Housing and Urban Development Point-in-Time Count; Matrix Design Group, Inc.
Note: Data on unsheltered individuals are unavailable for 2021 due to the COVID-19 transmission risks associated with conducting an in-person survey.

Substandard Housing

Incomplete kitchen and plumbing facilities—often used as indicators of substandard housing—are relatively uncommon in Windsor but still present in meaningful numbers (see Figure 43). In 2023, ***approximately 2.3 per 1,000 housing units had incomplete plumbing,*** a rate below countywide and statewide levels and higher than communities such as Firestone and Frederick, where no such units appeared in the ACS sample. Incomplete kitchens are more prevalent, ***affecting about 7.7 per 1,000 units.*** While this is slightly below Larimer County's rate of 8.3 per 1,000, it exceeds the statewide rate of 6.8. These conditions, though affecting a small share of the housing stock, point to pockets of older or inadequately maintained units and signal that a subset of households may be living in homes that do not meet basic habitability standards. Windsor compares favorably to much of the region, but the presence of these deficiencies highlights the ongoing need for reinvestment in aging units and targeted code enforcement to ensure safe, functional housing for all residents.

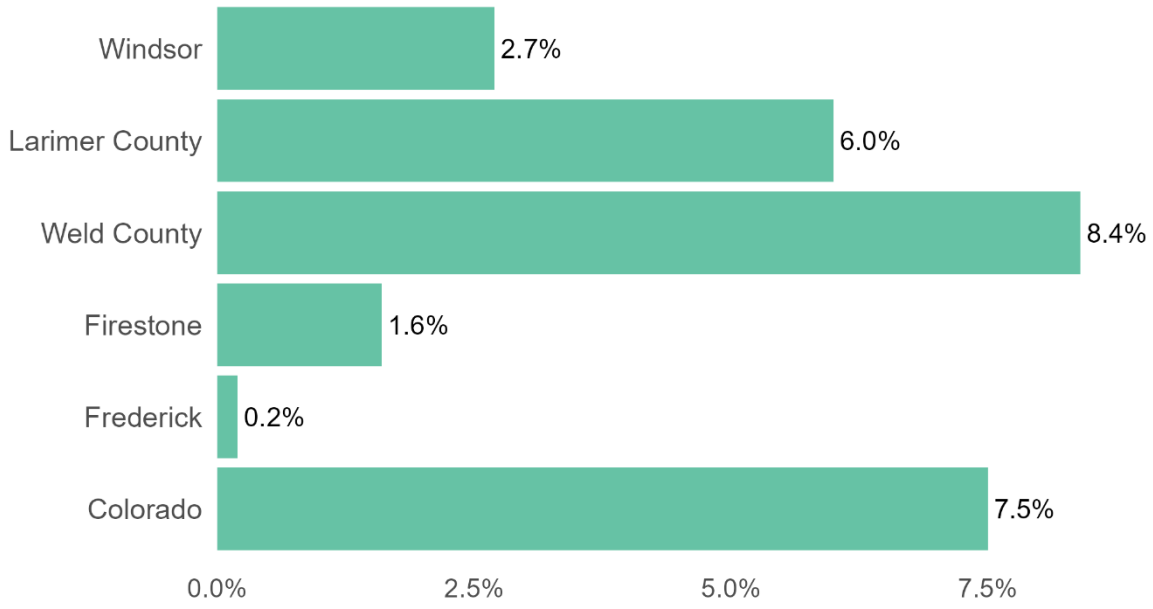
Figure 43. Prevalence of Incomplete Kitchen and Plumbing Facilities, 2023



Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: The ACS defines incomplete kitchen facilities as housing units that lack a sink with a faucet, a stove or range, or a refrigerator. Incomplete plumbing facilities are defined as housing units that lack hot and cold running water, a flush toilet, or a bathtub/shower.

The type of fuel a household relies on for heating can also serve as a proxy for substandard housing conditions. "Standard" fuels—such as electricity, utility-provided natural gas, or solar—are generally the safest, most reliable, and most efficient sources of residential heat. In contrast, reliance on non-standard fuels like bottled or tank gas, LP gas, fuel oil or kerosene, wood, coal or coke, other unconventional sources, or having no heating fuel at all can signal older systems, inadequate weatherization, or gaps in basic home infrastructure. In 2023, about ***2.7% of Windsor housing units used non-standard fuels.*** This share is well below the rates observed in Weld County (6%), Larimer County (8.4%), and statewide (7.5%), though slightly higher than in nearby Firestone and Frederick. Even with a lower rate than much of the region, Windsor still has a meaningful share of homes with outdated or inadequate heating systems that may require upgrades to meet current safety and efficiency standards.

Figure 44. Share of Housing Units Relying on Non-Standard Fuel Sources, 2023



Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: Non-standard fuel types include bottled, tank, or LP gas; fuel oil or kerosene; wood; coal or coke; other unconventional sources; or no fuel at all.

Displacement Risk

Figure 45 presents a Displacement Risk Index for Windsor at the census block group level, drawing on a set of indicators identified by the Colorado Department of Local Affairs (DOLA) as linked to heightened vulnerability. These include the share of single-parent households, renters, overcrowded units, pre-1970 housing stock, lower-income households, and adults without a high school diploma. The index represents a *relative score,* meaning it shows how risk compares within Windsor rather than the absolute likelihood of displacement. Accordingly, higher-scoring areas are those that stand out locally as having more risk factors than other neighborhoods. The map indicates the *highest concentrations of displacement risk in the southwestern block group, with several pockets of elevated risk extending into central Windsor.* Because these neighborhoods may be more sensitive to rising housing costs and redevelopment pressures, targeted strategies are needed to support housing stability and preserve affordability for residents least able to absorb rapid change.



Figure 45. Displacement Risk Index by Census Block Group, 2023

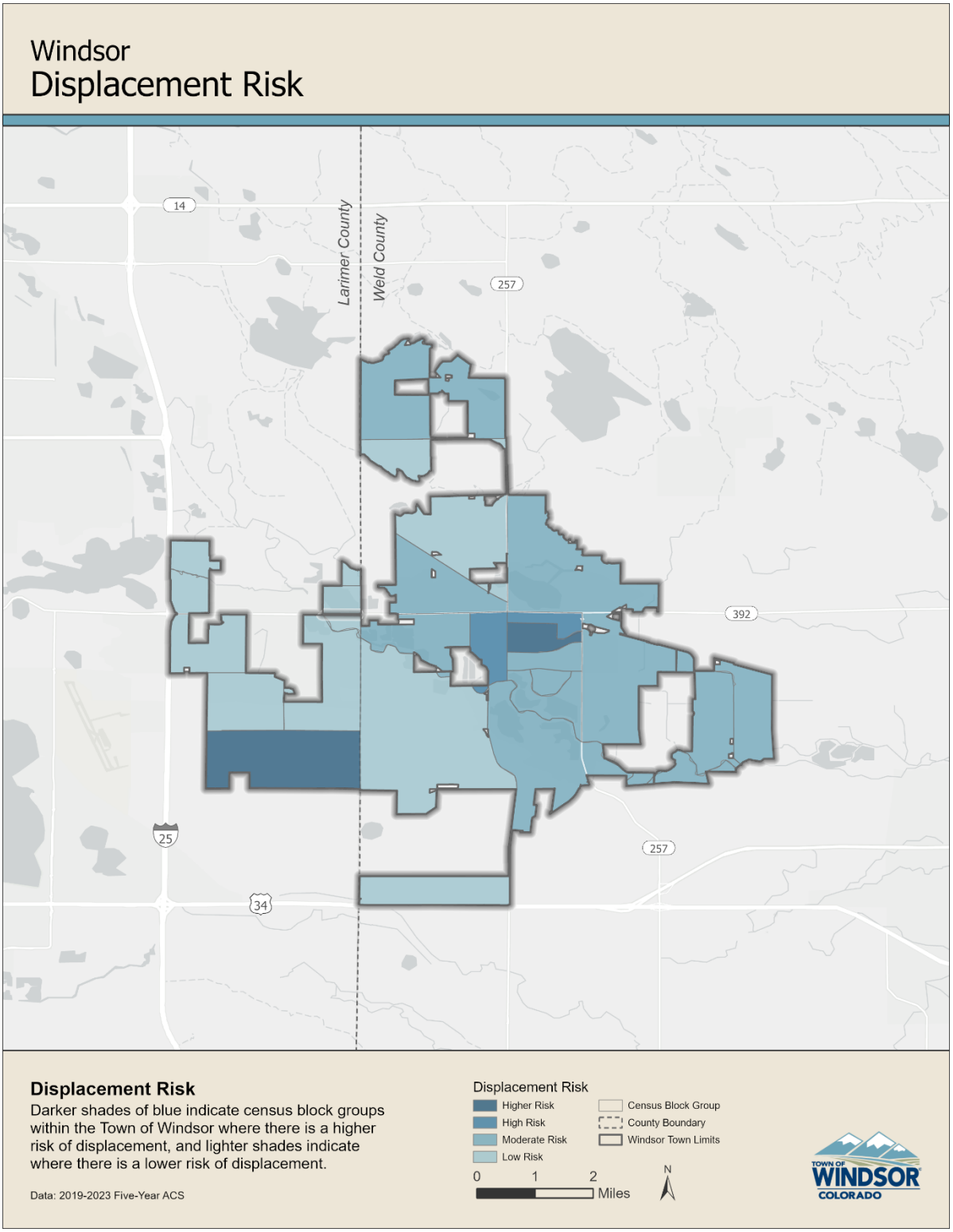


Table 9 presents the full suite of 14 DOLA-approved indicators used to assess displacement risk, showing how Windsor compares with Weld County, Larimer County, and Colorado overall. The indicators include a range of demographic, economic, and housing-related measures, where higher shares indicate increased displacement risk. Overall, Windsor's profile is mixed: the town has a relatively *high share of cost-burdened households,* suggesting heightened vulnerability for residents facing rising housing costs. However, Windsor *compares favorably on several other metrics,* such as the share of lower-income households, adults without a high school diploma, and pre-1970 homes. The results provide a nuanced picture of displacement risk in Windsor, with certain pressure points emerging even as the community performs well on many underlying indicators.

Table 9. Key Displacement Risk Indicators, 2023

Metric (%)	Windsor	Larimer County	Weld County	Colorado
Population with a Disability	10%	10%	11%	11%
Overcrowded Households	1%	1%	3%	2%
Racial or Ethnic Minority Population	14%	19%	36%	33%
Housing Stock Built Before 1970	7%	17%	19%	25%
Population with Limited English-Speaking Ability	1%	2%	8%	6%
Single-Parent-Led-Households	7%	5%	8%	7%
25-and-Over Population without a High School Diploma or Equivalent	2%	3%	12%	7%
Cost-Burdened Households	68%	63%	58%	61%
Renter Households	20%	36%	26%	34%
Below 30% AMI Households	12%	21%	19%	21%
Below 50% AMI Households	24%	38%	36%	37%
Below 80% AMI Households	41%	59%	58%	58%
Change in Median Gross Rent from 2018	19%	13%	19%	17%
Change in Median Home Value from 2018	24%	31%	36%	32%

Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: Due to data limitations, HUD's published FY 2023 median family income (MFI) for the area ($118,700) serves as a substitute for AMI.

Key Findings and Implications

- A growing share of Windsor renters face significant housing cost strain. Roughly 60% of renter households spent more than 30% of gross income on monthly housing costs, a higher share than in nearby communities and the region overall. These households have far less income available for essentials such as transportation, food, and health care, increasing the risk of housing instability.
- Many homeowners with mortgages also experience financial pressure. About 27% of mortgaged homeowners spent at least 30% of income on housing, aligning closely with regional levels. Limited financial flexibility leaves these households more exposed to income shocks and unexpected expenses while reducing local economic activity.
- Overcrowding is rare but consequential. While Windsor's overcrowding rate of 1.3% is low compared with statewide and Weld County levels, affected households face elevated risks of stress, illness, and diminished educational outcomes. The presence of overcrowding also suggests that some larger families are underserved by the existing housing stock.
- The HUD Point-in-Time Count reports nearly 900 homeless individuals across the regional Continuum of Care, a notable rise since 2020. Although these estimates understate true need, the upward trend, particularly in unsheltered homelessness, signals rising gaps in the region's safety net and growing pressure on local housing and supportive service systems.
- Compared to the broader region, substandard housing is rare in Windsor. Nonetheless, a meaningful share of Windsor homes lack complete kitchens or plumbing or rely on non-standard heating fuels—conditions that may reflect aging housing stock or insufficient maintenance. Ongoing reinvestment and code enforcement remain important to ensuring basic livability.
- Displacement risk varies across Windsor, with the southwestern census block group and several pockets of central Windsor registering higher concentrations of vulnerable residents. These patterns indicate that most neighborhoods experience relatively low displacement pressure, but certain areas are far more sensitive to rising housing costs and redevelopment. Overall, the town compares favorably to the region on indicators such as the share of lower-income households and older housing stock, but its elevated rate of cost-burdened residents remains a key vulnerability.

Current and Projected Housing Needs

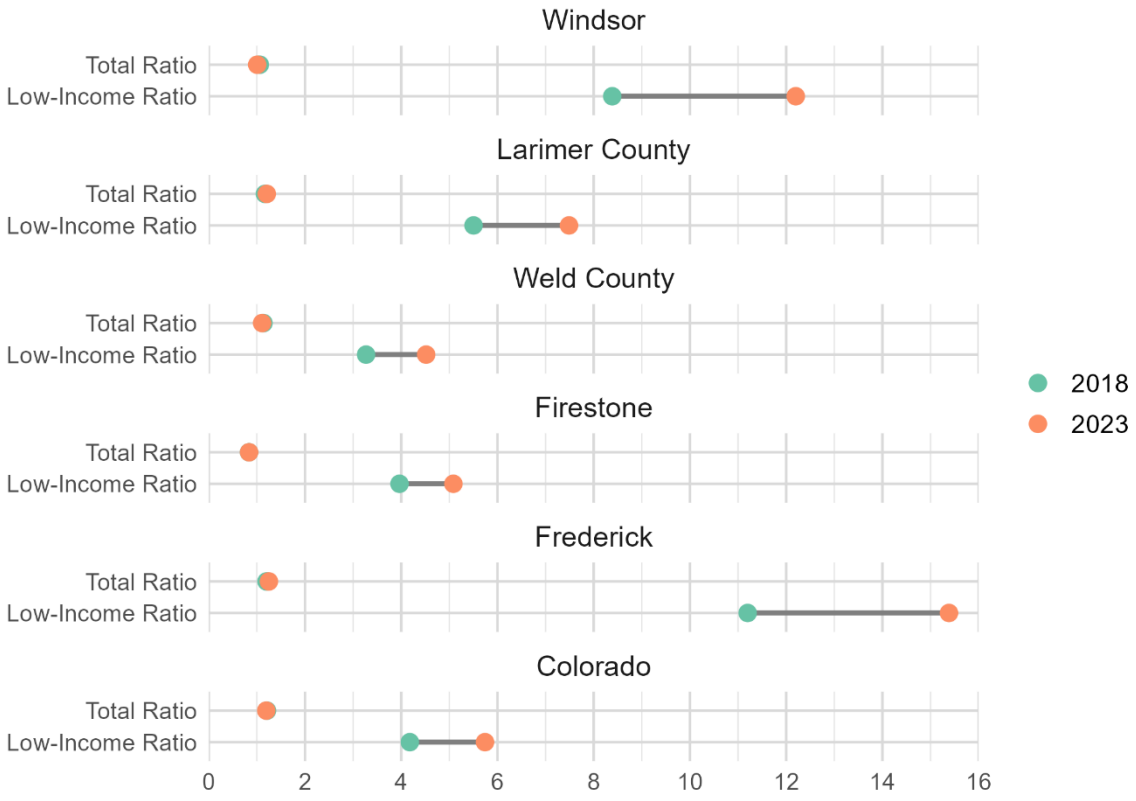
This section examines Windsor's housing demand and its alignment with the community's workforce, household characteristics, and long-term growth trajectory. While the town's overall jobs-to-housing ratio remains within a healthy range, the housing market is far less accommodating for the lowest-income workers, who face a widening mismatch between wages and available units. The analysis also identifies substantial needs for both accessible/visitable and supportive housing, reflecting the ongoing presence of residents with mobility limitations or unstable housing circumstances. Windsor's income distribution further underscores these pressures: a significant share of households, especially renters, fall below 80% AMI, highlighting the importance of expanding attainable rental options and entry-level ownership pathways. Estimates of current housing need reveal a gap of between 1,326 and 2,702 units, with shortages across the income spectrum. Looking forward, between 6,359 and 7,734 units are required by 2033 to keep pace with demand and close existing shortfalls.



Jobs-Housing Balance

In Windsor, the ratio of jobs to housing units indicates a generally healthy overall balance but reveals significant strain for the town's lowest-income workers (see Figure 46). In 2023, Windsor had roughly ***one job per housing unit***—a slight a slight decline from 2018 and within the range typically considered healthy, as ratios around 1.0 to 1.2 suggest that the number of jobs is reasonably aligned with available housing. This level indicates that, at a broad scale, Windsor is not drastically over- or under-supplied relative to its employment base. However, the picture shifts sharply when focusing on low-income workers, defined here as those earning less than $35,000 annually. The ratio of low-income jobs to housing units affordable at that income level ***increased by 50%*** between 2018 and 2023, reaching ***12.2 in the most recent year.*** This means Windsor has more than twelve low-wage jobs for every unit affordable to a worker in this income range. By comparison, the 2023 ratio was 5.8 statewide, 7.5 in Larimer County, and 4.5 in Weld County, suggesting significantly greater availability of low-income housing. The widening imbalance suggests that many of the town's lowest-income workers face particularly steep challenges securing housing near their jobs, increasing reliance on long commutes, shared or overcrowded living arrangements, or housing options far from Windsor entirely.

Figure 46. Jobs-to-Housing Ratio, 2018 & 2023



Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: For the purposes of this analysis, a low-income job is defined as one with annual earnings below $35,000. An affordable housing unit is defined based on standard affordability benchmarks: for renters, gross rent must not exceed 30% of monthly income; for homeowners, the purchase price must not exceed three times annual income.

Accessible/Visitable and Supportive Housing Needs

Demand for accessible and visitable housing in Windsor is substantial. Accessible housing refers to units designed to accommodate individuals with mobility limitations, while visitable housing includes homes with basic design features that allow people with mobility impairments to enter and use essential spaces. An estimated 2,648 units, or about 11% of the town's housing stock, are required to accommodate residents with mobility limitations (see Table 10). These units include basic features such as step-free entry, wider door clearances, and a usable bathroom on the main floor. The estimate reflects the total number of units that would ideally exist in a well-balanced housing market, not the number of residents currently unable to find appropriate homes, and it incorporates shared living arrangements and a modest availability buffer. The scale of this need is notable for a community where most homes are larger and traditionally designed, underscoring the importance of expanding accessible options over time.

Windsor's estimated need for supportive housing is comparatively small but still meaningful. Supportive housing refers to long-term, service-enriched housing designed for individuals experiencing homelessness or housing instability who require ongoing assistance—such as case management, behavioral health services, or disability-related support—to maintain stable housing. The town is estimated to require ***65 supportive housing units,*** or roughly 0.3% of its housing stock (see Table 10). Because homelessness data are only available at the broader Continuum of Care level, Windsor's share was estimated by allocating the regional total according to the town's share of very low-income households. The theoretical basis of this method is the strong link between extremely low incomes and vulnerability to homelessness. To estimate supportive housing needs specifically, we assume—as is common in homelessness research—that around 30% of individuals experiencing homelessness need intensive, long-term services to remain stably housed.[4] While the resulting number is modest, it signals a consistent baseline level of need for service-enriched housing, even in a suburban community where homelessness is less visible.

Table 10. Total Demand for Accessible/Visitable and Supportive Housing in Windsor

Housing Type	Total Unit Demand	Percent of Total Housing Stock
Accessible/Visitable	2,468	11%
Supportive	65	0.3%

Source: Five-Year American Community Survey; Matrix Design Group, Inc.
Note: Accessible and visitable housing unit needs were estimated based on the population with an ambulatory disability. To translate the number of individuals into unit needs, it was assumed that an average of 1.1 people with a disability would share each accessible unit, recognizing that some individuals live with family members or caregivers. To ensure a healthy level of availability and account for typical vacancy rates, a 5% vacancy buffer was applied. Because HUD Point-in-Time (PIT) data on homelessness are reported only for the two-county region encompassed by the Continuum of Care, Windsor's share of supportive housing needs was estimated separately by allocating the regional homeless population according to the town's share of households earning below $25,000 annually. It was further assumed that 30% of individuals experiencing homelessness require supportive housing.

[4] U.S. Department of Housing and Urban Development. *The 2023 Annual Homeless Assessment Report (AHAR) to Congress: Part 1 – Point-in-Time Estimates of Homelessness*. December 2023.

Existing Gaps

Windsor's household income distribution shows a wide spread across Area Median Income (AMI) tiers, with significant implications for the types of housing in demand. Importantly, this distribution reflects actual, observable households as reported in survey data and therefore does not capture latent demand from doubled-up households or individuals who would form separate households if additional affordable housing were available. Approximately 10% of households earned 30% AMI (about $35,610) or less in 2023, and a similar share fell between 31% and 50% AMI, earning between $35,611 and $59,350. Another 16% earned between 51% and 80% AMI ($59,351 to $94,960), while 22% were in the 81%-to-120% AMI range ($94,961 to $142,440). The remaining 41% of households earned above 120% AMI. Renters are ***far more concentrated in the lower tiers:*** two-thirds earned less than 80% AMI, compared with just 27% of homeowners. The findings suggest the incomes of a substantial number of households, especially renters, do not align with the price points of Windsor's housing supply. For these lower-income households, smaller units, more attainable rental options, and entry-level ownership opportunities are essential to ensuring they can remain housed within the community.

Table 11. Households by AMI Tier, 2023

AMI Tier	Total Households		Owner Households		Renter Households	
Extremely Low Income (≤ 30% AMI)	1,516	10%	734	6%	782	25%
Very Low Income (31–50% AMI)	1,518	10%	965	8%	553	17%
Low Income (51–80% AMI)	2,307	16%	1,532	13%	775	24%
Moderate Income (81–120% AMI)	3,195	22%	2,698	24%	497	16%
Middle Income (120% AMI–200% AMI)	1,089	7%	966	8%	123	4%
Upper Income (201%+ AMI)	5,021	34%	4,571	40%	450	14%
Total Households	14,648	100%	11,467	100%	3,182	100%

Source: Five-Year American Community Survey; State Demography Office; Matrix Design Group, Inc.
Note: Totals may not sum precisely because of rounding. Due to data limitations, this analysis approximates AMI tiers using HUD's published median family income (MFI) for the area ($118,700).



Table 12 presents Windsor's estimated housing needs as of 2023, derived from a modeling framework that incorporates vacancy targets, overcrowding relief, and employment-driven demand. The purpose of this analysis is to estimate *latent housing demand*— that is, demand not directly observable in current household data— recognizing that any estimate inherently involves uncertainty. To address this uncertainty, the methodology is based on a scenario-based modeling framework consistent with official Colorado Department of Local Affairs (DOLA) Housing Needs Assessment guidelines and recent statutory direction under SB 24-174.

Following DOLA guidance, the analysis assumes that 0.5 additional housing units are required for every overcrowded household. In addition, a "healthy" housing market is defined as one with vacancy rates of 5% for rental units and 2% for owner-occupied units, benchmarks that allow for household mobility without creating excessive tightness. The housing gap estimates include the number of units needed to reach these target vacancy rates. *When considering only overcrowding relief and achieving these vacancy targets, Windsor would require approximately 212 additional owner units and 87 rental units.*

In alignment with SB 24-174, which places *significant emphasis on improving the balance between employment and housing,* the analysis also estimates housing needed to accommodate a portion of in-commuters. Using observed worker-per-household ratios, the model calculates the housing needed if a share of Windsor's in-commuting workforce were able to reside locally. To account for uncertainty around commuter behavior, the analysis presents a range of estimated need based on 15% and 35% in-commuter assumption scenarios. *At the low end (15%), Windsor is estimated to require 1,326 additional housing units,* including 1,010 owner units and 316 rentals. *At the high end (35%), Windsor is estimated to require 2,702 additional housing units,* including 2,080 owner units and 622 rentals.

Approximately 36% of total need in each scenario falls below 80% AMI, underscoring a significant shortfall at lower income levels. The imbalance is especially pronounced in the rental market, where 66% of required units are affordable to lower-income households. Total housing need was allocated across income and tenure categories based on Windsor's existing household distribution to ensure consistency with current demographic and economic conditions. These findings highlight a meaningful gap in attainable housing, particularly for renters, and suggest that, without additional supply aligned to workforce and lower-income needs, cost burdens and overcrowding pressures may intensify over time.

Table 12. Existing Housing Needs in Windsor, 2023

AMI Tier	Total Units		Owner Units		Renter Units	
Extremely Low Income (≤ 30% AMI)	142–286	10%	65–133	6%	77–153	25%
Very Low Income (31–50% AMI)	140–284	10%	85–176	8%	55–108	17%
Low Income (51–80% AMI)	212–430	16%	135–278	13%	77–152	24%
Moderate Income (81–120% AMI)	286–586	22%	237–489	24%	49–97	16%
Middle Income (120% AMI–200% AMI)	98–200	7%	85–176	8%	13–24	4%
Upper Income (201%+ AMI)	448–916	34%	403–828	40%	45–88	14%
Total Units	1,326–2,702	100%	1,010–2,080	100%	316–622	100%

Source: Five-Year American Community Survey; State Demography Office; Matrix Design Group, Inc.
Note: Totals may not sum precisely because of rounding. Due to data limitations, this analysis approximates AMI tiers using HUD's published median family income (MFI) for the area ($118,700). Estimates are presented as a range based on alternative in-commuter assumptions of 15% and 35%, while maintaining consistent structural assumptions related to overcrowding relief and vacancy targets.

Future Gaps

Windsor's longer-term housing outlook indicates substantial cumulative future demand. To capture uncertainty around commuting behavior and market conditions, the analysis presents a range of projected need based on 15% and 35% in-commuter assumption scenarios, while maintaining the same structural assumptions regarding overcrowding (0.5 units per overcrowded household) and vacancy targets (5% for rentals and 2% for ownership). Under these parameters, ***total housing need through 2033 is estimated to range between 6,359 and 7,734 units.*** This includes approximately 4,816 to 5,927 owner units and 1,543 to 1,807 rental units.

Of these totals, approximately ***5,030 units are needed to accommodate projected new households*** over the next decade, inclusive of a healthy vacancy buffer. This figure is the product of household growth alone and remains consistent regardless of the estimated need range presented under alternative in-commuter scenarios The vacancy buffer ensures that the market maintains sufficient available units—5% for rentals and 2% for ownership—to allow normal household mobility and prevent excessive tightness as new residents arrive. The remaining units address existing structural needs documented previously.

The figures represent aggregate housing needs over the forecast period, combining existing deficiencies with growth-driven need, rather than an annualized production target. They are not an assessment of development feasibility, but rather an estimate of housing required to align supply with demographic composition, income distribution, commuting patterns, and anticipated population growth. The scale of need underscores the magnitude of sustained housing production necessary to support both existing residents and future households.

Table 13. Future Cumulative Housing Needs in Windsor, 2033

AMI Tier	Total Units		Owner Units		Renter Units	
Extremely Low Income (≤ 30% AMI)	688–823	10%	309–379	6%	379–444	25%
Very Low Income (31–50% AMI)	674–814	10%	406–500	8%	268–314	17%
Low Income (51–80% AMI)	1,019–1,233	16%	643–792	13%	376–441	24%
Moderate Income (81–120% AMI)	1,373–1,676	22%	1,132–1,394	24%	241–282	16%
Middle Income (120% AMI–200% AMI)	467–570	7%	406–500	8%	61–70	4%
Upper Income (201%+ AMI)	2,138–2,618	34%	1,920–2,362	40%	218–256	14%
Total Units	6,359–7,734	100%	4,816–5,927	100%	1,543–1,807	100%

Source: Five-Year American Community Survey; State Demography Office; Matrix Design Group, Inc.
Note: Totals reflect cumulative (i.e., existing and future) needs and may not sum precisely because of rounding. Due to data limitations, this analysis approximates AMI tiers using HUD's published median family income (MFI) for the area ($118,700). Cumulative future housing need through 2033 reflects the combination of existing structural needs and the housing required to accommodate projected new households. Estimates are presented as a range based on alternative in-commuter assumptions of 15% and 35%, while maintaining consistent structural assumptions related to overcrowding relief and vacancy targets.

Key Findings and Implications

- Windsor's overall jobs–housing balance is healthy, but conditions are far more challenging for low-income workers. With roughly one job per housing unit, Windsor's broad labor–housing alignment falls within the generally preferred range of 1.0 to 1.2. However, the ratio of low-wage jobs to income-appropriate units reached 12.2 in 2023, indicating severe scarcity. This widening gap suggests that many of Windsor's lowest-income workers must look outside the community for housing, commute long distances, or reside in overcrowded or unstable arrangements.
- Demand for accessible and visitable housing is substantial. An estimated 2,648 units—about 11% of Windsor's housing stock—are needed to accommodate residents with mobility limitations. This figure reflects a structural need within the market rather than a snapshot of currently unmet demand and highlights the importance of integrating inclusive design into future development as the population ages.
- Windsor's supportive housing needs are more modest. The town requires an estimated 65 supportive housing units (about 0.3% of its stock) to accommodate individuals experiencing homelessness. Even in a community where homelessness is less visible, this finding affirms the necessity of maintaining a pipeline of service-enriched units for residents who face chronic barriers to housing stability.
- About 36% of Windsor households earn below 80% AMI, including two-thirds of renters. Without increased production of more affordable options, many households will struggle to stay housed in Windsor as costs continue to rise.
- Windsor faces an estimated housing shortfall ranging from 1,326 to 2,702 units, with gaps across income levels and tenure types. This includes between 1,010 and 2,080 owner units and 316 to 622 rental units, depending on the in-commuter assumption applied. About 30% of the required units falls below 80% AMI, underscoring the depth of affordability pressures. Without targeted intervention, market pressures are unlikely to abate.
- Accounting for both existing structural needs and projected household growth, Windsor's cumulative housing need through 2033 is estimated to range from 6,359 to 7,734 units. Across scenarios, this equates to a need for approximately 4,816 to 5,927 owner-occupied units and 1,543 to 1,807 rental units. Approximately 5,030 units are tied to expected household growth over the next decade, signaling that sustained production will be necessary simply to prevent existing pressures from worsening.

Community Engagement



This section summarizes input gathered from residents, stakeholders, and community members to ground the Housing Needs Assessment in lived experience and local priorities. Engagement activities included pop-up events hosted by Town staff at the Windsor Harvest Festival and Summer Concert Series, a dedicated HNA-focused open house, targeted stakeholder interviews, and a community-wide questionnaire, each offering a different lens on Windsor's housing challenges and preferences. Across engagement methods, participants consistently pointed to rising housing costs, limited rental options, and constrained entry-level homeownership opportunities as central concerns, particularly for younger households and future generations. While many current residents expressed satisfaction with their homes and the broader community, there was broad recognition that Windsor's housing stock does not adequately serve households across all income levels or life stages. Stakeholders reinforced these themes, emphasizing the growing mismatch between wages and housing costs, the shortage of missing middle and rental housing, and the implications for workforce retention, transportation burdens, and long-term community stability. Taken together, the engagement findings highlight a community that values Windsor's character and quality of life, yet increasingly recognizes the need for a more diverse and attainable housing supply to ensure that residents, workers, and future generations can continue to live and thrive in the town.

Public Engagement Events

To solicit resident input on Windsor's housing needs, Town staff hosted pop-up events at the Summer Concert Series and Windsor Harvest Festival. These efforts were followed by a public open house on October 16, 2025, at the Windsor Community Recreation Center. All events were structured to educate residents about the purpose of the HNA and to gather input on housing needs and preferences through interactive activities. At each venue, participants took part in dot-voting exercises, including a visual preference activity that asked attendees to identify which housing types they would like to see more of in Windsor. Options such as accessory dwelling units (ADUs), townhomes, and duplexes—the kinds of missing middle housing that are currently undersupplied in Windsor—received substantial support across both engagements.

At the open house, the project team also presented preliminary findings from the assessment and provided a more detailed look at emerging trends. This event included an additional questionnaire board that prompted attendees to identify their top housing concerns. Responses highlighted ***widespread worries about affordability, a lack of rental choices, and limited entry-level homeownership opportunities.*** Many participants also expressed concern about whether future generations will be able to live in Windsor. However, some residents expressed ardent opposition to new housing development in Windsor, pointing to the impact of declining birth rates on future housing demand. Taken together, the input gathered across all events demonstrates broad community interest in diversifying the housing stock and a strong recognition of the affordability pressures facing current and future residents.



Stakeholder Interview Summary

Five stakeholder interviews were conducted with representatives from the education sector, the business community, local planning agencies, and housing specialists who work directly with households facing instability. While each stakeholder offered a unique perspective, several consistent themes emerged regarding Windsor's current housing landscape and the challenges shaping future demand. Across sectors, interviewees emphasized the ***increasing mismatch between local wages and prevailing housing costs***, noting that both renters and prospective homeowners, particularly those in low- and moderate-income brackets, face significant barriers to finding attainable options. Many reported that the community's limited range of housing types, especially the scarcity of rental units, starter homes, and missing middle housing types such as townhomes, duplexes, and ADUs, constrains both residential choice and long-term stability. Stakeholders also described rising transportation burdens as a growing factor influencing housing decisions, particularly for households living far from jobs, schools, and essential services. Those working in education and human services highlighted the disproportionate impacts on students, families with children, first-generation college students, and adults balancing work, school, and family responsibilities.

Another major theme centered on the local economic and workforce implications of constrained housing supply. Business-sector representatives noted that ***employers increasingly struggle to recruit and retain workers when employees cannot find reasonably priced housing near job centers***. High development costs—including materials, labor, and land acquisition—along with rising insurance premiums, energy code requirements, and utility infrastructure expenses, were identified as additional pressures that constrain the feasibility and production of attainable housing units. Several stakeholders also described a persistent stigma associated with affordable and workforce housing, which complicates efforts to incorporate these units into mixed-use or infill developments, despite strong agreement that Windsor would benefit from a more diverse housing portfolio. Planning and transportation stakeholders emphasized the importance of aligning land use and mobility investments, noting that many existing affordable units are not well connected to transit or safe multimodal infrastructure. They stressed that households in car-dependent neighborhoods face higher transportation costs, which intensify the affordability challenge.

Throughout several interviews, stakeholders pointed to policy barriers that limit the feasibility of building attainable housing, ***including statewide laws*** that affect multifamily development and condominium

construction. Many expressed interest in more intentional *partnerships* between the Town, employers, nonprofit organizations, and regional planning agencies to expand supportive programs, coordinate transportation access, and explore employer-assisted housing or public-private development models. Housing specialists and family-support organizations underscored the growing number of residents seeking help with rent, utilities, and relocation support, noting clear patterns of overcrowding, housing quality concerns, and instability among vulnerable households. Collectively, stakeholders see strengthening the local housing ecosystem as essential to supporting Windsor's long-term economic vitality, educational outcomes, and quality of life. They consistently emphasized *that broadening the range of housing types and improving access to transportation and services* would meaningfully enhance affordability and stability for current and future residents.

Community Questionnaire Results

The Windsor Housing Needs Community Survey was available from July 2nd, 2025, to November 30th, 2025, with 273 responses received in total. The survey reiterated many of the previous findings regarding community housing needs and offered additional insight into the housing challenges and perspectives of Windsor's community members.

Demographics:

- 91% of respondents lived in Windsor; the survey also captured the perspectives of those who work in Windsor but live elsewhere.
- 41% of respondents reported living in Windsor less than 5 years; 16% between 6 and 10 years; 14% 11–15 years; and 29% more than 15 years.
- 32% of residents have lived in their home for more than 10 years, while 34% have lived in their homes for less than 3 years.
- Residents were generally content with their current housing, with 88% stating they are "very satisfied" or "satisfied."
- The vast majority (88%) of respondents own their home or live in a home owned by another member of their household, illustrating a disproportionate lack of renter's perspectives in the survey.
- Younger residents were underrepresented, with only 12% of respondents ages 25–34 and just 2% ages 18–24.

Attitudes and Preferences of Nonresidents:

- When prompted to provide reasons for wanting to live in Windsor, respondents cited proximity to work (11 responses), community atmosphere (8), and neighborhood safety (7) at the highest rates.
- When asked what has prevented them from relocating to Windsor, 67% of respondents cited housing costs, while 20% cited a lack of housing that meets their needs (e.g., size or type).
- A majority of respondents (53%) indicated they would be most interested in a traditional single-family home if they moved to Windsor, though some interest was also expressed in condominiums or townhomes, apartments, tiny homes, and senior housing.

Attitudes and Preferences of Residents:

- A slim majority of respondents (52%) strongly or somewhat agreed with the statement, "It is more important to preserve the character of the community than to ensure housing remains affordable."
- The most cited reasons for living in Windsor were "safe neighborhoods" (160 responses), "community atmosphere" (151), and "quality of housing" (80).
- A majority of respondents (58%) stated it was "not difficult at all" to locate housing in Windsor.
- Only 32% of respondents were "very satisfied" or "satisfied" with the overall affordability of housing in Windsor, with 32% feeling "neutral" and 37% feeling "dissatisfied" or "very dissatisfied".

- Overall housing availability in Windsor received mixed ratings, with 41% of respondents expressing satisfaction, 40% reporting neutral views, and 19% expressing dissatisfaction.
- Residents expressed concern about homelessness in Windsor, with 10% reporting they were "very concerned," 13% "concerned," and 32% "somewhat concerned."

Housing Challenges:

- Confidence in making upcoming housing payments was generally high, with 67% of respondents reporting they were "very confident," 19% "somewhat confident," and 7% "not so confident" or "not at all confident."
- Over one-third (36%) of respondents noted that housing costs are a major source of stress in their lives, and 24% reported limiting their consumption of food, medicine, or other essential goods to help cover housing costs.
- When asked how housing costs have affected them, respondents most frequently cited challenges with "saving for retirement" (88 responses), "saving for emergencies" (85), and "paying off non-housing debt (e.g., credit cards or student loans)" (64).
- When asked to identify Windsor's most pressing housing issues, the top responses were "younger people cannot afford to buy homes" (143 responses), "homeownership is unaffordable" (95), and "rent is unaffordable" (72).

Potential Housing Solutions:

- Forty-three percent of respondents viewed offering a wider variety of housing options as important or very important, while 26% considered it somewhat important.
- When asked which housing types Windsor should prioritize going forward, the top responses were "traditional single-family homes" (164 responses), "duplexes, triplexes, and townhomes" (90), and "senior living facilities" (72).

Overall, the survey collected important feedback from the community, although respondent demographics skew toward older, long-term, higher-income homeowners; future engagement efforts should specifically target younger residents, low-income residents, and renters to solicit their feedback. The survey indicated that current Windsor *residents are generally satisfied with their housing and the community at large*, and that *nonresidents want to live in Windsor but face prohibitive cost barriers.* Residents expressed *mixed views on housing affordability and availability;* though a slim majority prioritize preserving community character over affordability, residents still express significant dissatisfaction with the overall affordability and availability of housing in Windsor.

Furthermore, the survey indicated that *housing costs are a significant burden for many*, with specific concern for rental affordability and homeownership affordability, particularly for younger people. Lastly, the survey showed *moderate support for expanding housing diversity,* with desired future housing types including senior living communities and "missing middle" housing types like duplexes, triplexes, and townhomes.

Synopsis

- Community feedback reinforces the assessment's core findings. Across engagement activities, residents and stakeholders consistently identified high housing costs, affordability pressures, limited rental options, and barriers to entry-level homeownership as Windsor's most pressing housing challenges.
- There is broad recognition of the need for greater housing diversity. Input highlighted support for expanding missing-middle housing types, rental options, and senior housing to better serve households across income levels and life stages.
- Stakeholders emphasized workforce and quality-of-life implications. A shortage of attainable housing options was widely viewed as affecting employee retention, commuting patterns, transportation costs, and long-term community sustainability.

- Residents value Windsor's character but acknowledge tradeoffs. While many participants prioritize preserving the town's character, there is growing awareness that accommodating growth and maintaining affordability will require thoughtful change.
- Survey responses reveal satisfaction alongside growing strain. Most residents reported being satisfied with their housing, yet many also noted that rising costs limit financial flexibility and future stability.
- Engagement underscores the importance of inclusive, ongoing outreach. Participation skewed toward homeowners and longer-term residents, highlighting the need for continued efforts to engage renters, younger households, and lower-income residents as housing strategies move forward.

Affordable Housing Resources, Programs, & Opportunities

This section examines the structural and market-related constraints that limit Windsor's ability to respond to growing and evolving housing demand. Input from developers, stakeholders, and residents highlighted a combination of financial pressures—such as high construction and land costs, limited access to capital, and labor shortages—alongside procedural and community factors that collectively slow housing production and raise development costs. At the same time, housing preferences in Windsor have shifted away from exclusively single-family detached homes toward more attainable and diverse options, including rental housing, missing-middle forms, senior housing, and housing designed for residents with disabilities. The mismatch between this demand and the housing types currently feasible to build under existing market conditions underscores the importance of targeted policy tools, strategic use of state and local resources, and coordinated efforts to preserve existing housing, protect vulnerable residents, and expand attainable supply. The subsections that follow outline the programs, partnerships, and preliminary strategies available to help Windsor address these constraints and strengthen its housing ecosystem.

Market Limitations on Housing Development

Developers and local stakeholders emphasized that financial barriers—including elevated construction and labor costs, limited access to financing and capital, and constrained land availability coupled with high land costs—have significantly hindered the development of attainable housing. However, additional factors also constrain housing supply, including community opposition that delays projects and discourages investment and onerous development standards. For example, large minimum parking requirements, setbacks, lot sizes, lot widths, and lot coverage ratios increase development costs and limit developers' ability to deliver high-quality, diverse housing options in the locations where they are most needed.

In Windsor, demand for alternative housing options increasingly exceeds the available supply. Historically, both nationally and locally, housing preferences were dominated by single-family detached homes on large lots, often separated from commercial and employment areas. That pattern has shifted. Today, market demand is moving toward more attainable and diverse housing types, particularly among seniors, young families, and young professionals. Community engagement in Windsor reinforced this trend, with residents expressing strong interest in missing-middle housing, additional rental options, and housing designed for seniors and individuals with disabilities, all of which remain limited in the local market. This supply–demand mismatch, combined with ongoing labor shortages and rising construction and financing costs, significantly limits the feasibility and pace of delivering the alternative housing types most needed in Windsor.

State and Local Resources

This subsection outlines a range of existing programs and potential strategies that support housing stability in Windsor, with a focus on preserving existing housing, protecting tenants, preventing homelessness, and expanding affordable housing options. These resources highlight opportunities for the Town to strengthen its housing safety net by better leveraging state, regional, and nonprofit programs, while improving coordination, outreach, and local capacity. The effectiveness of these tools depends on awareness, accessibility, and strategic alignment with Windsor's evolving housing needs, particularly for lower-income households, seniors, and residents facing housing instability.

Maintenance and Preservation

The Town can support homeowners by identifying and publishing funding sources for maintenance and preservation efforts, including funding for weatherization, home repair, energy efficiency upgrades, and lead abatement. Potential programs and funding sources include the following:

- Colorado's Single-Family Owner-Occupied Rehabilitation (SFOO) program assists income-eligible homeowners with funds to make repairs and improvements to their homes, supporting the preservation of naturally occurring affordable housing.
- The local Habitat for Humanity supports both new construction and critical home repair through its "sweat equity" model, in which participating homeowners contribute labor to reduce costs and improve the affordability of repairs and improvements for lower-income households.
- The Weatherization Assistance Program (WAP), administered by the Colorado Energy Office, provides grants for insulation, air sealing, window and door replacement, furnace repair, and other measures to improve energy efficiency for income-eligible households (up to 200% of the federal poverty level).
- The Colorado Housing and Finance Authority's (CHFA) Small-scale Housing Program and Housing Opportunity Fund (HOF) offer flexible gap financing (up to $1 million or $2.5 million for up to 19 units) for acquisition/rehabilitation, specifically for smaller buildings.
- The Equity program under Proposition 123 offers below-market equity investments for preservation of affordable housing, not only new construction. Windsor could coordinate local projects to maximize access to these resources, which are not yet widely used for preservation locally.

Tenant Protections and Support

House Bill 23-1115 in 2023 proposed a repeal of the state prohibition on local rent control, allowing municipalities to implement rent stabilization measures with specific guidelines. Though this legislative change did not pass, Town staff should monitor future efforts related to rent control and stabilization at the municipal level. If state preemption were lifted, such tools could provide an additional mechanism to support Windsor's most vulnerable renters.

Furthermore, Colorado recently passed House Bill 24-1098, establishing "just cause" eviction protections that require landlords to provide valid reasons for eviction filings. This legislation prohibits arbitrary evictions and requires 90 days' notice for lease non-renewals, significantly strengthening tenant security. Windsor can explore additional local protections as legally permissible, including enhanced notice requirements for specific circumstances, procedures for investigating retaliation complaints, and extended cure periods for minor violations. The Town should explore publishing information on tenants' rights, including procedures for filing complaints and information on available emergency housing programs and legal counsel.

Supportive Housing and Homelessness Prevention

To advance housing stability, Windsor should collaborate with county and regional partners, while exploring additional investments in supportive housing expansions and more robust local assistance capacity for emergency rental aid applications. Given that Windsor does not maintain a dedicated housing department to directly implement and manage such programs, partnerships with Larimer and Weld Counties, regional service providers, and nonprofit organizations will be especially important for effective delivery and administration. These efforts are aligned with state and federal funding priorities such as the Homelessness Resolution Program (HRP) and Homeless Prevention Activities Program (HPAP), increasing Windsor's ability to prevent homelessness and support vulnerable populations comprehensively. To further expand supportive housing, the Town could pursue additional public-private partnerships that focus on creating new construction projects or rehabilitating existing buildings for permanent supportive housing, like motels, commercial properties, or underutilized sites. Including on-site wraparound services such as case management, behavioral health support, and employment assistance can amplify the impact of such supportive housing developments. State-level initiatives like the Statewide Supportive Housing Expansion (SWSHE) Pilot Project demonstrate how coordinated funding streams, including Medicaid and housing vouchers, can be leveraged to scale supportive housing and sustain long-term services.

Additionally, multiple programs offer housing and support services in the region, such as Greeley Family House and United Way Housing. Greeley Family House is an emergency shelter in Greeley, Colorado that provides temporary housing to individuals and families who experience housing instability in Greeley and

Weld County, and a Program Case Manager assists by providing community resources during their stay. Similarly, United Way Housing in Weld County seeks to support those in need of housing support and resources through public outreach and target investments. The organization invests in food security initiatives, operates and supports existing shelters, provides workforce readiness training and intensive case management, promotes transportation access and housing opportunities, and addresses urgent needs for individuals and families experiencing homelessness or housing instability.

Emergency Rental Aid

Programs like the Colorado Emergency Rental Assistance program (CERA) offer critical statewide funding to prevent evictions, while programs like the Colorado Low-income Energy Assistance Program (LEAP) provide utility assistance during winter months. This funding is supplemented by local aid from Weld and Larimer County Human Services, as well as organizations such as Stepping Stones of Windsor, Almost Home, and Neighbor to Neighbor, which offer rental and utility assistance to eligible households throughout the town.

Windsor can enhance housing stability by partnering with nonprofit organizations to provide hands-on assistance in finding and securing emergency housing aid. This includes outreach, eligibility screening, documentation support, and follow-up to ensure residents successfully apply and receive the aid they need to remain housed. Strengthening this local capacity increases program accessibility for households with limited internet access, language barriers, or limited familiarity with government assistance processes. Furthermore, as funding is exhausted for statewide programs, such as the Temporary Rental Assistance Grant (TRAG) and the Emergency Rental Assistance Program (ERAP), Windsor can explore using local funds for emergency housing efforts.

Affordable Housing Development

The Windsor Housing Authority (WHA) serves as the primary public agency overseeing affordable housing in Windsor, helping residents who meet income and eligibility guidelines secure safe, quality, affordable housing. Communities like Windsor Meadows Apartment Homes (80 units for residents earning 30–50% AMI), Century III Apartments (72 affordable units for seniors and people with disabilities) and Jacoby Meadows Senior Apartments (62 units for seniors earning 60–80% AMI) provide a necessary source of affordable housing for some of Windsor's most vulnerable residents. WHA frequently leverages federal tax credits administered by the Colorado Housing and Finance Authority (CHFA), financing from the Impact Development Fund (IDF), and other state and local sources.

The Greeley-Weld Habitat for Humanity Community Land Trust (GWH CLT) serves as another major affordable housing developer in the region. GWH CLT is a nonprofit organization that promotes long-term affordable homeownership by retaining ownership of the land beneath homes, which lowers purchase prices and preserves affordability over time. Families or individuals purchase the home, but not the land, resulting in reduced upfront costs and lasting affordability for future buyers. Eligible residents lease the land from the community land trust through a long-term, typically 99-year renewable lease, which functions similarly to ownership. Resale prices are restricted to ensure the home remains affordable for future buyers. Through this community land trust, Habitat for Humanity is currently constructing Hope Springs, a 491-unit affordable housing development in Greeley located near retail, public transportation, schools, and grocery stores. The expansive housing development project will also include on-site amenities for residents, such as a childcare center, walking and biking trails, playgrounds, a community garden, and a soccer field. This type of wide-scale, walkable housing development illustrates how thoughtful design and the effective utilization of the community land trust model can bring immense community benefit.

Preliminary Policy and Programmatic Recommendations

This section outlines preliminary policy, financial, and programmatic recommendations for further exploration as part of the upcoming Housing Action Plan. The action plan will examine current housing programs, financial tools, and procedures, and will contain ***short-, medium-, and long-term actions*** to address the community's most pressing needs, including enabling diverse housing types, increasing efforts

to rehabilitate and preserve aging units, and incentivizing new development that meets the needs of seniors, low-income renters, and other key groups.

The plan will examine potential programs and policies related to *tenant protections and support,* including rental assistance, eviction prevention, and access to legal counsel, as well as supportive housing services such as emergency housing, homelessness prevention, and displacement mitigation. In doing so, the plan will identify implementation pathways that reflect Windsor's current administrative structure. The plan will also assess *programs that support homeowners*, including financial counseling, weatherization and energy-efficiency upgrades, and homebuyer assistance. Notably, Windsor is actively advancing a *Down Payment Assistance (DPA) program* targeted to local workforce households—specifically school employees, first responders, and Town employees—to improve access to homeownership. The Town has issued a formal RFP to develop the program, which will define eligibility criteria, assistance structure (grant or loan), maximum award amounts, repayment or forgiveness terms, administrative responsibilities, and long-term funding and sustainability strategies. This program is intended to reduce upfront cost barriers, support workforce retention, and expand attainable homeownership opportunities within the community.

The recommendations will identify and evaluate a range of *local financial tools* to support housing production and preservation, including grants and subsidies, low-interest loan programs, tax abatements, tax deferrals, linkage fees, and tax increment financing (TIF) through mechanisms such as Urban Renewal Authorities or the Downtown Development Authority. These local sources can supplement *state resources*, like Proposition 123 funds, Affordable and Middle-Income Housing Tax Credits, and Private Activity Bonds, as well as *federal resources* like Low-Income Housing Tax Credit (LIHTC), HOME Investment Block Grants, the Emergency Solutions Grant Program, and Pathways to Removing Obstacles to Housing funds. Notably, identified financial tools can support both the *maintenance and preservation* of existing housing, as well as the *construction of new housing*.

The recommendations will also explore ways to increase *engagement, partnership, and collaboration* between local government partners, nonprofits, major employers, residents, and other key stakeholders. For example, *employer-assisted housing programs* and the use of *community land trusts/shared-equity models* can further support the Town's residents and employees.

Additionally, the action plan will explore *development incentives for desired housing types* including senior housing and affordable housing. Such incentives may include *density bonuses, parking reductions, fee waivers/reductions, and fast-track review and permitting*, among others. Notably, some of these incentives have been utilized in the past with little success; an important step in the Housing Action Plan will involve analyzing past efforts and recommending refinements of incentives that are *calibrated to current local market conditions.* Though incentives directly lower the cost of development and can increase the scale and financial viability of housing projects that provide community benefit, high development costs require a range of carefully calibrated incentives to adequately subsidize desired development.

Furthermore, while the Town has established an initial framework for expedited review and permitting for affordable housing in line with Proposition 123 requirements, this tool can be expanded to incentivize senior housing or other types of desired housing. Notably, developments that provide the most amount of community benefit, such as deeply affordable developments or developments with affordable, age-restricted senior housing, should be provided with increased levels of incentivization and should receive greater priority in permitting and review. *Monitoring, compliance, and enforcement procedures* will be addressed to ensure that developers that receive incentivization comply with the agreed upon development stipulations.

Moreover, the plan will examine Windsor's *current development standards, zoning regulations, and administrative procedures* to identify opportunities to reduce barriers to housing production and increase housing diversity while maintaining community standards and neighborhood compatibility. This includes evaluating development requirements such as *minimum parking requirements, setbacks, lot sizes, lot widths, and maximum lot coverages and building heights,* which can materially affect project feasibility, construction costs, and timelines. The plan may recommend further modifications to increase development flexibility, ultimately enabling housing types and designs that might otherwise be precluded. Importantly, such modifications in development standards may be tied to minimum requirements for affordability to ensure cost savings are passed along to buyers and renters. Such updates to development standards can help to

enable and promote *"missing middle" housing like townhomes, duplexes, cottage courts.* While Windsor's Residential Mixed Use (RMU) zoning allows such housing types, the market primarily produces traditional single-family detached housing, despite documented local housing needs and demand for varying housing types. By focusing on housing form and design standards rather than traditional development standards, the Town can increase the diversity of its housing options while ensuring compatibility with existing neighborhoods. In alignment with the goals of the Town's 2024 Comprehensive Plan, *mixed-use development* will be targeted toward growth areas such as Windsor's Downtown, the I-25 Corridor and Crossroads Activity Center, and the Fairgrounds Avenue Corridor.

Beyond updates to development standards and commonly used regulatory and financial incentives, the forthcoming plan will also evaluate *innovative tools to catalyze housing production.* These may include linkage fees to support affordable residential development, strategic use of publicly owned land to reduce project costs, and expanded technical assistance for developers, such as site planning support and assistance connecting qualifying buyers and renters to available units to reduce lease-up risk and vacancy loss.

Particular attention will be given to the *Town's recent updates to its accessory dwelling unit (ADU) regulations,* which aligned local regulations with recent state legislation by allowing ADUs as an accessory use to single-family detached homes across all applicable zoning districts, reducing parking requirements where on- or off-street options exist, and clarifying size, configuration, and design standards. The plan will evaluate how these provisions—including allowances for internal, attached, and detached ADUs on single-family detached lots, eliminating minimum lot size requirements for ADUs, reducing side and rear setbacks to a maximum of four feet, and streamlining administrative approval—can support *gentle infill and incremental housing supply* while preserving neighborhood compatibility. If necessary, proposed modifications to increase the feasibility of ADU construction will be recommended, including exploring tools such as *pre-approved ADU and missing middle housing designs, technical assistance for navigating the development process, and refinements to review and permitting procedures* to improve predictability and reduce carrying costs. Lastly, *affordability requirements* will be explored to ensure that the Town supports the production of attainable housing types that respond to evolving housing needs.

In short, these recommended changes will help to *align Windsor's regulations and procedures with the Town's identified housing needs and goals and recent and planned code updates*. The forthcoming Housing Action Plan will build upon these identified opportunities and strategies, providing more prescriptive and implementation-focused framework for addressing the community's overarching housing challenges.

Glossary of Terms

Accessory Dwelling Unit (ADU): A smaller, secondary housing unit located on the same lot as a primary residence. ADUs may be attached (e.g., basement apartment) or detached and are often used to increase housing supply, support multigenerational living, or provide rental income.

Affordable Housing: Housing for which a household pays no more than 30% of its gross income toward housing costs, including rent or mortgage payments, utilities, taxes, and insurance.

Area Median Income (AMI): The median household income for a geographic area, as determined annually by HUD. AMI is used to define income eligibility thresholds for affordable housing programs (e.g., 30%, 60%, 80%, or 120% of AMI).

Cost Burden: A household is considered cost burdened if it spends more than 30% of its gross income on housing costs. Severe cost burden typically refers to spending more than 50%.

Cumulative Housing Need: The total housing units required over a defined period, combining the existing housing shortfall with projected demand from future household growth.

Displacement Risk: The likelihood that residents may be forced to move due to rising housing costs, redevelopment, property tax increases, or other economic pressures. Displacement risk indices typically combine factors such as income levels, cost burden rates, rent growth, and demographic vulnerability.

Great Recession (2007–2009): A severe global economic downturn triggered by the collapse of the U.S. housing market and financial crisis. It significantly slowed housing production, reduced household formation, and disrupted migration patterns nationwide.

Household: A household consists of all people who occupy a housing unit as their usual place of residence. A household may include a single person living alone, a family, or a group of unrelated individuals living together. Households are counted by occupied housing units.

Housing Unit: A housing unit is a house, apartment, mobile home, or other separate living quarters intended for occupancy as a residence. Housing units may be occupied or vacant and are distinct from households, as vacant units are included in housing unit counts but not in household totals.

Jobs–Housing Balance: A measure comparing the number of jobs in a community to the number of housing units. A significant imbalance may indicate commuting pressures or workforce housing shortages.

Missing Middle Housing: Housing types between single-family detached homes and large apartment buildings, such as duplexes, triplexes, fourplexes, and townhomes. These units often provide moderate-density options compatible with existing neighborhoods.

Overcrowding: A housing condition typically defined as more than one person per room (excluding bathrooms and kitchens). Overcrowding can indicate housing affordability constraints and may negatively affect health and educational outcomes. Severe overcrowding s a more acute housing condition generally defined as more than 1.5 persons per room.

Substandard Housing: Housing that lacks complete plumbing or kitchen facilities, relies on nonstandard heating sources, or otherwise fails to meet basic habitability standards.

Supply–Demand Imbalance: A condition in which housing demand exceeds available supply, often resulting in rising prices, rent escalation, and increased cost burdens.

Workforce Housing: Housing affordable to households employed in essential or moderate-wage occupations (e.g., teachers, health care workers, service workers) who may not qualify for traditional affordable housing programs but cannot afford market-rate housing.





TOWN OF WINDSOR COLORADO

Matrix



2026 Town of Windsor Housing Needs Assessment



April 27, 2026

Matrix

Joining You Today



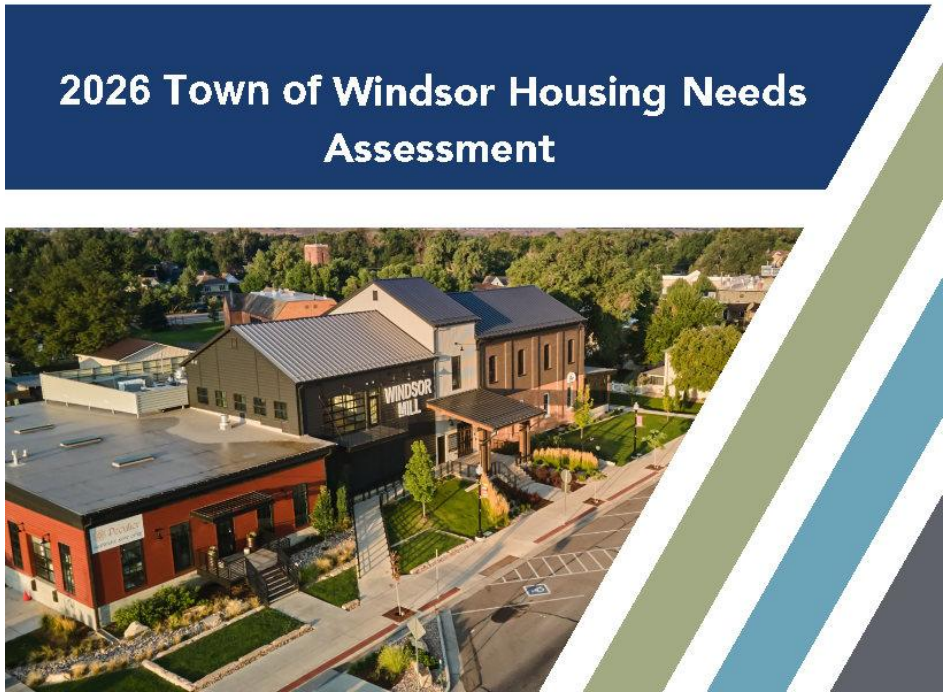
Jennifer Todd-Goynes, AICP CNU-A
Director, Planning Solutions



Christian Caron, PhD
Research Lead

Study Purpose & Context



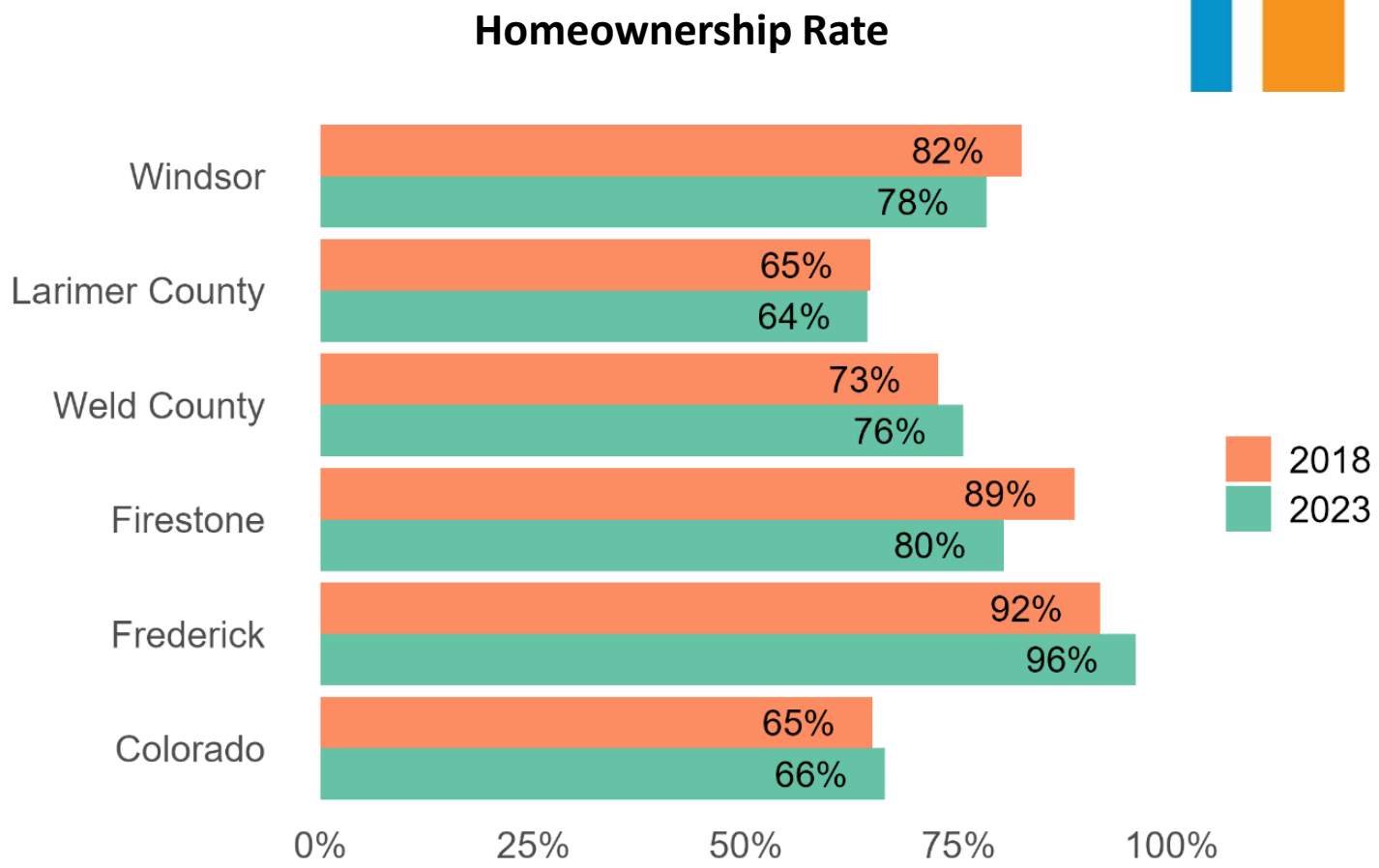


- **Conducted in accordance with SB 24-174, which requires municipalities to periodically evaluate housing supply, affordability, and needs**
- **Combines quantitative data analysis and community engagement to identify gaps and emerging pressures in the housing system**
- **Designed to inform local policy decisions and the forthcoming Housing Action Plan**
- **Scope**
  - Demographics
  - Economy
  - Housing stock
  - Housing market
  - Housing challenges
  - Housing gaps
  - Preliminary recommendations

Matrix

Demographics and Economics

- Population up more than 70% since 2015 → 40,016 (2023); projected ~50,000 by 2030
- Aging population: 40.3 median age, 17% seniors
- High homeownership rate: ~78% of households own their homes
- Median household income exceeds $120k (about $30k above CO & countywide levels)
- Renter incomes (median=$68k) are less than half of owner incomes ($140k)
- More than twice as many residents commute out (17k+) as workers commute in (~8k)



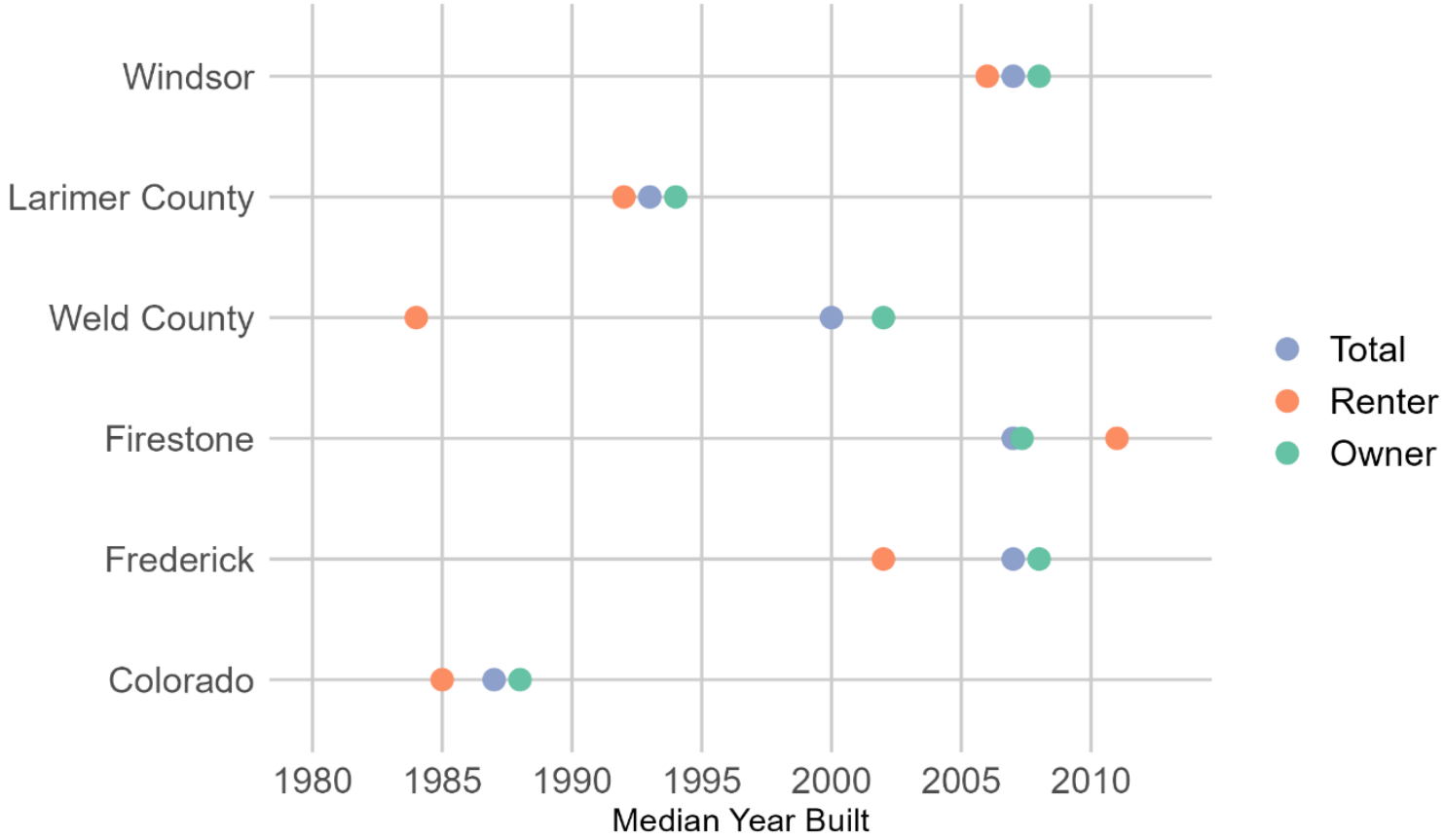
Source: Five-Year ACS

Matrix

Housing Stock and Market

- **Rapid housing growth: Nearly 7,000 units added since 2016, bringing total stock to 16,117 units in 2023 (75% increase)**
- **About 82% of units are single-family detached, exceeding Larimer & Weld Count averages**
- **Relatively new housing stock: 2007 media construction year**
- **Rental market**
  - Typical rents ($2,550) require incomes far abov median renter household income
  - Median rent by BR count
    - One: $1,645
    - Two: $1,955
    - Three: $2,689
    - Four: $3,091
    - Five: $3,486
  - Rents outpacing incomes: From 2018 to 2023, renter incomes grew 9%, compared to 19% growth in median rent
- **Owner Market**
  - Median home prices remain elevated (~$575k) despite recent market cooling
    - Single-family detached: $590k
    - Townhome: $460k
  - Home values increased at six times the rate of incomes from 2018 to 2023
  - Existing median total homeowner monthly costs
    - With a mortgage: $2,429
    - Without a mortgage: $716

Median Housing Stock Age

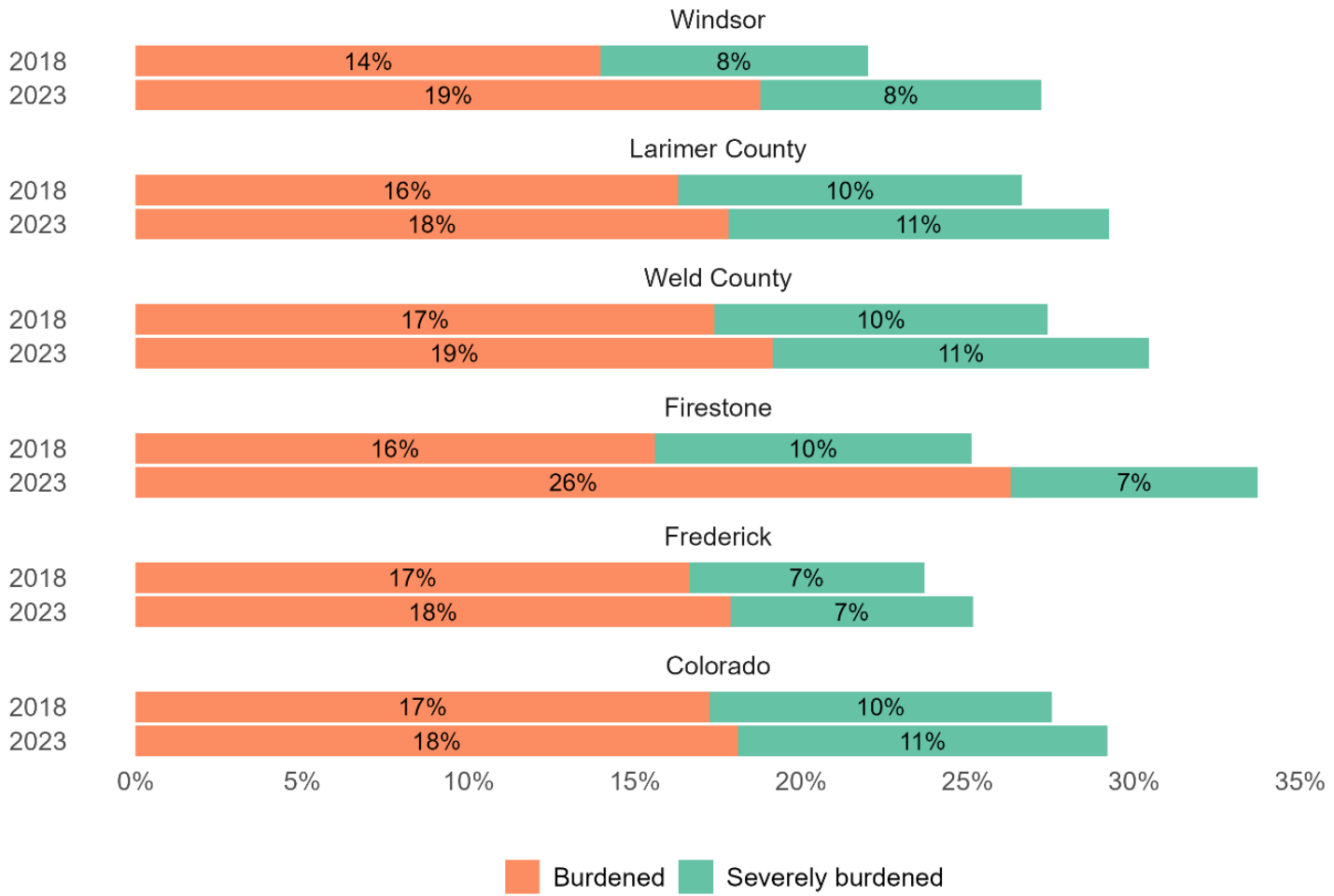


Source: Five-Year ACS

Housing Challenges and Gaps

- **Rising cost burdens**
  - Renters: 48% (2018) → 70% (2023)
  - Mortgaged Homeowners: 22% → 27%
- **Senior renters are particularly vulnerable to cost burdens**
  - 74% of senior renters spend more than 30% of income on housing costs, compared to 22% of senior homeowners
- **1.3% of households live in overcrowded conditions, which can contribute to health risks, stress, and reduced educational outcomes**
- **Substandard housing conditions: 2.3 units per 1,000 lack complete plumbing and 7.7 per 1,000 lack complete kitchens**
- **Cumulative housing needs:**
  - 2023: 1,326–2,702 units (1,010–2,080 owner units & 316–622 rentals)
  - 2033: 6,359–7,734 units (4,816–5,927 owner units & 1,543–1,807 rentals)
  - 66% of rental need and 27% of owner need at <80% AMI

Cost-Burdened Mortgaged Owner-Occupied Households



Source: Five-Year ACS

Matrix

Community Engagement

- **Resident Survey**
  - 273 responses; 88% satisfied with housing, though respondents were primarily older, higher-income homeowners
  - 36% report housing costs as a major stressor, with some reducing spending on essentials to afford housing
  - Top concern is that younger residents cannot afford to buy homes
  - Most favored housing types: single-family detached homes; duplexes, triplexes, & townhomes; senior living facilities
- **Stakeholder Insights**
  - Limited housing diversity: Shortage of rental units, starter homes, and “missing middle” housing constrains choice and stability
  - Workforce impacts: Employers report growing difficulty recruiting and retaining workers due to housing costs
  - Development constraints: High construction & land costs reduce feasibility of attainable housing
  - Stigma around affordable housing: Community perceptions create barriers to integrating workforce housing into developments
  - Need for coordinated solutions: Stakeholders emphasized partnerships across government, employers, and nonprofits to expand housing and improve access



Preliminary Recommendations

- Reevaluate parking requirements, setbacks, and lot sizes to improve feasibility of multifamily and missing middle housing
- Utilize local tools (TIF, linkage fees, fee waivers) alongside state/federal resources (Prop 123, LIHTC, HOME, CHFA financing) to close funding gaps
- Expand use of rehabilitation, weatherization, and small-scale acquisition programs to maintain naturally occurring affordable housing
- Coordinate with counties, nonprofits, and employers to deliver supportive housing, emergency aid, and workforce housing solutions
- Build on recent ADU reforms and explore pre-approved plans, technical assistance, and streamlined approvals to scale gentle density



Matrix

Thank you!
We welcome your questions and comments.

MEMORANDUM

Date: April 27, 2026
To: Mayor and Town Board
From: Jill Preston, Civil Engineer III
Re: Resolution No. 2026-26 - A Resolution Approving the Intergovernmental Agreement between the Town of Windsor and Northlake Metropolitan District Nos. 1-5 Concerning the North Sewer Line Extension
Item #: C.7.

Background / Discussion:

The Town of Windsor, the Northlake Metropolitan District, and the Town of Severance previously entered into an Agreement for Design, Construction, Land Acquisition and Cost Recovery in October 2017. This agreement established a cooperative framework among the parties to design, acquire right-of-way, construct, and finance the extension of the Town of Windsor's East Sanitary Sewer Interceptor to the intersection of Colorado State Highway 257 and Weld County Road 74.

Under the First Agreement, the parties committed to jointly advancing the Project in phases and agreed that subsequent agreements would define cost-sharing, project management, and responsibilities for future phases necessary to complete the sewer line.

Significant progress has been made to date. Phases 1 and 2—representing approximately two-thirds of the overall Project—have been completed through coordinated public and private investment. Notably:

- The developer Hartford financed the extension of the sewer line from the Greenspire Subdivision to the intersection of State Highway 257 and Weld County Road 72.
- The Town of Windsor funded the oversizing of that segment to accommodate future sanitary sewer capacity needs.
- Windsor also fully funded the extension of the line along Highway 257 from Prairie Song Road to Weld County Road 72.

Phase 3 design and required easement acquisitions have been completed, positioning the Project for construction from the intersection of State Highway 257 and Weld County Road 72 to the intersection of Colorado State Highway 257 and Weld County Road 74.

The Town of Windsor and Northlake now seek to formalize the next steps through the proposed Windsor–Northlake Agreement. This agreement defines the scope, responsibilities, timelines, and funding mechanisms for completing the remaining portions of the Project. It also updates prior understandings to reflect current conditions and establishes a clear framework for final construction, financing, and cost recovery.

To complete Phase 3 of the extension of the Town of Windsor's East Sanitary Sewer Interceptor, Northlake accepts that it will be solely responsible for the financing of the Project based on the terms and conditions set for in the Windsor-Northlake Agreement.

Financial Impact:
North Lake Metro District will be paying construction cost to the Town upfront.

Relationship to Strategic Plan:
Vital Infrastructure and Strategic Growth

Recommendation:
Approve Resolution 2026-26 - A Resolution Approving the Intergovernmental Agreement between the Town of Windsor and Northlake Metropolitan District Nos. 1-5 Concerning the North Sewer Line Extension

CC:

Attachments:
1. 4-23-26 Resolution No. 2026-26 - Approving IGA between Town and Northlake Metro Dist. re North Sewer Line Extension
2. NL Sewer agreement Windsor
3. Exhibit A - Sewer Basin North East Extension
4. Exhibit B 87-24-005_Windsor_NorthSewerExtension_OPCC
5. Exhibit C - East Interceptor north Flow Splits
6. North Sewer Line IGAs_ Executive Summary and Comparison TB 4.27.26

TOWN OF WINDSOR

RESOLUTION NO. 2026-26

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR AND NORTHLAKE METROPOLITAN DISTRICT NOS. 1-5 CONCERNING THE NORTH SEWER LINE EXTENSION

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

WHEREAS, the Northlake Metropolitan District Nos. 1-5 ("Northlake") are quasi-municipal corporations and political subdivisions of the State of Colorado organized under Title 32 of the Colorado Revised Statutes; and

WHEREAS, under the October 24, 2017 Phase 1 Agreement for Design, Construction, Land Acquisition and Cost Recovery ("First Agreement"), among Northlake, Windsor and the Town of Severance, the Parties agreed to coordinate and cooperatively fund the design, right-of-way acquisition, construction, and financing of a sanitary sewer service line ("Line") to the intersection of Colorado State Highway 257 and Weld County Road ("WCR") 74 ("Intersection") ("Project"); and

WHEREAS, the Parties further agreed that, after completion of Phase 1 of the Project, the Parties would enter into subsequent agreements to set forth their understanding regarding cost-sharing and project management for the remaining design and construction steps necessary to complete the Line, as well as any other phases or requirements needed to complete the Project; and

WHEREAS, the first three (3) phases have been completed, with (1) Hartford covering the sewer line extension from Greenspire Subdivision to State Highway 257 ("257"), during which Windsor paid for the oversizing of that portion of the sewer line; (2) Windsor covering the extension along 257 from Prairie Song Road to WCR 72; and (3) design for the remainder of the line has been completed; and

WHEREAS, the next phase is to construct the sewer line to the Northlake property located on the northwest corner of the WCR 74 and 257 intersection; and

WHEREAS, Northlake and Windsor desire to define the scope and responsibilities for the remaining design, construction, funding, and other tasks required for the remainder of the Project, and to enter into the Windsor-Northlake Agreement to update representations, timelines, and funding responsibilities pertaining to the remaining construction, financing, and cost recovery related to the Project, and to set out how the Parties' intent to complete the next phase of the Project; and

WHEREAS, the Town Board finds that approval of this Windsor-Northlake Agreement promotes public health, safety, and welfare.

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

Section 1. The attached Agreement Between Windsor and Northlake Metropolitan District for Design, Construction, Land Acquisition and Cost Recovery is approved.

Section 2. The Mayor is authorized to execute the Agreement on the Town's behalf.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this ____ day of _____, 2026.

TOWN OF WINDSOR, COLORADO

_____
Julie Cline, Mayor

ATTEST:

[Seal]

_____
Karen Frawley, Town Clerk

AGREEMENT BETWEEN WINDSOR AND NORTHLAKE METROPOLITAN DISTRICT FOR DESIGN, CONSTRUCTION, LAND ACQUISITION AND COST RECOVERY

Windsor Sanitary Sewer Line Extension
(State Highway 257 & WCR 74)

THIS AGREEMENT BETWEEN WINDSOR AND NORTHLAKE METROPOLITAN DISTRICT FOR DESIGN, CONSTRUCTION, LAND ACQUISITION AND COST RECOVERY ("Windsor-Northlake Agreement") is made and entered into this _____ day of _____, 2026 between the TOWN OF WINDSOR, a home rule municipality and political subdivision of the State of Colorado ("Windsor") and the NORTHLAKE METROPOLITAN DISTRICT NOS. 1-5, quasi-municipal corporations and political subdivisions of the State of Colorado organized under Title 32 of the Colorado Revised Statutes (each individually a "District" or collectively the "Districts" or "Northlake"). Windsor and Northlake may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Windsor and Northlake along with the Town of Severance, a home rule municipality and political subdivision of the State of Colorado ("Severance"), previously entered into a "Phase 1 Agreement for Design, Construction, Land Acquisition and Cost Recovery" ("First Agreement") dated October 24, 2017; and

WHEREAS, under the First Agreement, the Parties agreed to coordinate and cooperatively fund the design, right-of-way acquisition, construction, and financing of a sanitary sewer service line ("Line") to the intersection of Colorado State Highway 257 and Weld County Road ("WCR") 74 ("Intersection") ("Project"); and

WHEREAS, the Parties further agreed that, after completion of Phase 1 of the Project, the Parties would enter into other agreements to set forth their understanding regarding the cost-sharing and project management for the remaining design and construction steps to complete the Line, as well as any other phases and requirements necessary to complete the Project.

Phases 1 and 2 of the Project (approximately two-thirds (2/3)) is now complete, as Hartford paid to have the sewer line extended from Greenspire Subdivision to State Highway 257 ("257"), and Windsor paid for oversizing for that portion of the Line. Windsor paid 100% of the extension along 257 from Prairie Song Road to WCR72.

WHEREAS, the Phase 3 Design and easement acquisition have been completed; and

WHEREAS, Northlake and Windsor desire to define the scope and responsibility for the remaining design, construction, funding and for the remainder of the Project and enter into this Windsor-Northlake Agreement to update representations, timelines, and funding responsibilities pertaining to the remaining construction, financing and cost recovery related to the Project, and to set out how the Parties intend to complete the next phase of the Project.

NOW, THEREFORE, in consideration of the covenants and obligations expressed herein, it is hereby agreed as follows:

COVENANTS AND AGREEMENTS

Section 1. Recitals. The Recitals are incorporated into this Windsor-Northlake Agreement as if fully set forth herein.

Section 2. Design and Construction of Phases 1-2 Completed. The Parties acknowledge and agree that Phase 1 and Phase 2 of the project have been constructed by Windsor and Hartford homes without participation from Northlake and Severance to the Parties mutual satisfaction.

Section 3. Term. The terms and conditions of this Windsor-Northlake Agreement shall remain in effect for a period of ten (10) years from the date of execution unless modified or extended by mutual written agreement of the Parties.

Section 4. Phase 3 – Final Design and Construction of the Line. Section D of the First Agreement stated that subsequent phases, final design and construction could be addressed by separate and subsequent agreement(s). The Parties agree that the Project is ready to proceed to Phase 3. The Phase 3 North Sewer Basin is depicted in Exhibit A, attached hereto and incorporated herein by reference. Phase 3 includes the final design and construction of the Line, as well as any other required work to complete the Line. All easements have been obtained to complete Phase 3. The Parties agree that Windsor will act as the project manager and be responsible for the final design and construction of the Line. As project manager, Windsor reserves the right to contract out for a third-party consultant to supplement staff, as needed. Windsor agrees to comply with all local, state, and federal laws, in the construction of Phase 3, including, but not limited to:

(a) Bidding for the construction of the Line;
(b) The selection and retention of a contractor ("Contractor");
(c) Issuance to the Contractor of a Notice to Proceed;
(d) Administration of the Contractor's work to complete the Line;
(e) Inspections and observations of material testing as necessary;
(f) Preliminary and final acceptances;
(g) Administration of the warranty period.

Section 5. Phase 3 Financing – Final Portion of the Sewer Line. The Parties acknowledge and agree that in order to complete the Line and the Project, that Northlake will be solely responsible for the financing of the remainder of the Project based upon the following terms and conditions:

a. Northlake represents that it has the necessary funds to fully construct the final leg of the sewer line extending from its current terminus at WCR72 to Highway 257 and Harmony Road in accordance with the Northlake Master Plan and final phase 3 design plans.

b. The Northlake's Board of Directors has expressed its desire to complete the sewer extension by end of the 2nd Quarter of 2026, to meet the service needs of an anchor client and other interested parties. The Parties understand that it will take at least ninety (90) days to construct the Line after final design and bid approval. There is no guarantee that construction will be complete by the end of the 2nd Quarter of 2026. The timing of the Project is subject to referral agency comments, permitting, Poudre Valley Rural Electric Association ("PVREA") equipment relocation, and CDOT approvals.

c. Windsor has agreed to construct the sewer improvements in accordance with the approved plans, provided that all construction costs are funded by Northlake.

Section 6. Construction Timing and Funding Procedure.

a. Phase 3 Financing. Financing of Phase 3 shall be 100% paid for by Northlake. Northlake shall deposit with Windsor the amount set forth in the Engineer's Cost Estimate, attached hereto and incorporated herein by reference as Exhibit B, in an amount of Four Million Eight Hundred Seventy-Five Thousand Dollars ($4,875,000.00), including a five percent (5%) contingency to be built into the contract with the selected contractor. The contingency would only be utilized after review and approval by Northlake. Windsor will draw against the deposit as work progresses, providing Northlake itemized monthly invoices for utilized funds. Once the deposit is at or below ten percent (10%) of the balance, and contractor's bids and actual expenses exceed the amounts in the Engineer's Cost Estimate, Northlake will replenish the deposit in increments sufficient to maintain a Two Hundred Fifty Thousand Dollar ($250,000) balance. Windsor will continue to provide monthly invoices for utilized funds.

b. Refund of Remaining Deposit. Following final payment and release of retainage to the Contractor, within thirty (30) days, Windsor shall return any remaining funds deposited by Northlake pursuant to this Windsor-Northlake Agreement.

c. Bidding Process. Construction plans shall be released for bid in the second (2nd) Quarter of 2026, or earlier, if possible. The bid award and final contractor selection are anticipated within the 2nd Quarter of 2026. Northlake and Windsor shall cooperatively participate in the bid award and final contractor selection. By Northlake's participation in the bidding process, Northlake waives any requirement for stamped and certified costs.

d. Invoicing. By the 15th of each month, Windsor shall submit monthly invoices for the past month to Northlake, showing amounts paid and attach any receipts for actual costs. Windsor's invoicing may include third party

consultant costs, should Windsor need to hire a third-party consultant to supplement staff needs.

Section 7. Capacity Allocation. Capacity allotments for sewer service shall be allocated to the Northlake Master Plan in accordance with Windsor's Municipal Code ("Code") and the approved master plan. Should Northlake materially alter its master plan in a manner that increases sewer demand, it must formally request additional capacity from Windsor. Windsor retains full discretion to approve or deny such requests based on system availability and its planning policies. East Interceptor-North Extension Sewer Allocation single-family equivalent unit allocations have been calculated per property, as set forth in Exhibit C, attached hereto and incorporated herein by reference.

a. Sewer units in the below table are expressed in equivalent number of single-family units. Commercial and limited industrial is expressed as four (4) single-family units per acre. One (1) apartment unit is equal to 0.8 single-family units. Townhomes are counted as one (1) single-family unit.

Entity	Equiv SF Units	% Share
North Lake	2376	56.53%
Severance	1215	28.91%
Misc other unit allocations	612	14.56%

b. Windsor shall have exclusive control over:

(a) Allocation of line capacity;
(b) Determination of participation costs;
(c) Timing of participation for all parties accessing the sewer line;
(d) Upon build out of a specific area controlled by the respective allocation holder, Windsor may reallocate any unused sewer units at its own will.

c. Wastewater Treatment Facility Capacity. All capacity allocations and receipt of discharge are contingent upon Windsor's system availability in the wastewater treatment plant, and any contractual obligations for plant capacity that precede this Windsor-Northlake Agreement or any court order to the contrary.

Section 8. Specially-benefited Property Reimbursement. Northlake and Windsor shall enter into a Specially Benefited Property Reimbursement Agreement, pursuant to Code Sec. 17-3-60, authorizing Windsor to assess a charge against each property owner, including Severance, specially benefited by the improvements for the cost of the improvements as a condition of development approval, or for tapping into the sewer line, for each specially-benefitted property. Any third parties, including Severance or other entities requesting sewer service from this sewer line must pay the agreed upon charges, prior to final plat approval. Such agreements shall address the following per Code Sec. 17-3-60(c):

a. Requirements. Reimbursement to Northlake pursuant to this Section shall be subject to the following requirements:

(1) Calculation. The Phase 3 project total actual expenditures, currently estimated at Four Million Eight Hundred Seventy-Five Thousand Dollars ($4,875,000.00), plus Windsor's expenditure for upsizing, easement acquisition, PVREA relocation, and installation of the Line from WCR 70 to WCR 72 in the amount of Nine Hundred Thirty-Six Thousand Eight Hundred Seventy Dollars ($936,870.00), divided by Four Thousand Two Hundred and Three (4,203) (the number of single-family equivalent units) results in an estimated value of One Thousand Three Hundred Eighty-Two Dollars and Seventy-Nine Cents ($1,382.79) per single-family equivalent unit charge.

(2) Each reimbursement agreement shall identify a fixed sum or agreed formula for determining the total amount of reimbursement due from other specially-benefitted property owners. Nothing herein shall preclude the imposition of limitations on the maximum amount of reimbursement, expressed as a "not-to-exceed" figure.

(3) Each reimbursement agreement shall expressly provide that Windsor's obligation to impose a reimbursement obligation on other specially-benefited property owners and reimburse Northlake as payments are collected.

(4) Each reimbursement agreement shall expressly provide that payment to the developer is entirely contingent upon actual collection of the charge assessed to each specially-benefitted property owner by Windsor.

(5) Each reimbursement agreement shall expressly provide that Windsor shall be entitled to deduct an administrative charge of three percent (3%) from all sums collected before reimbursement to Northlake, representing Windsor's agreed administrative costs.

(6) Each reimbursement agreement shall expressly provide that, should Windsor be joined in any litigation arising out of developer reimbursement under this Section, Windsor's attorney fees, expert witness fees and costs of suit shall be recoverable from Northlake. Nothing herein shall preclude the imposition of limitations on the maximum amount of litigation expense reimbursement, expressed as a "not-to-exceed" figure or as determined by an agreed formula.

(7) Each reimbursement agreement shall expressly provide that the term of the reimbursement agreement shall not exceed a period of ten (10) years from the date of its execution. A reimbursement agreement under this Section may be extended once for an additional ten (10) years if and only if

application for such extension is made prior to the expiration of the original ten-year period. Neither Windsor nor specially-benefitted property owners shall be liable for any portion of an uncollected balance due upon expiration of the agreement.

(8) Recording. The reimbursement agreement executed in accordance with this Section shall be recorded in the books and records of the Clerk and Recorder for the county in which each affected property is located. Failure to record a reimbursement agreement shall not, however, affect its enforceability.

Section 9. Operations, Maintenance, and Future Access to the Line. After completion, final acceptance, and the expiration of any warranty period as outlined in the Agreement as amended, the Parties agree that Windsor will own, maintain, and operate the Line. In the event Severance or a property owner within the Districts' existing or future service area desires to connect to the Line, in addition to any specially benefited property assessments pursuant to paragraph 8 above, the Parties will negotiate terms related to operations, maintenance, capital costs, plant investment fees, and other related subjects, from any party, property owner or other entity tying onto the Line. Windsor will require a master meter where Severance ties into the Windsor interceptor. Windsor will account for all funds deposited and disbursed from its accounts related to the funding, reimbursement or costs of completion of all Phases of the Project and will determine and provide a final accounting upon completion of all Phases of the Project and each Party's contribution towards the Project design, construction and installation.

Section 10. Miscellaneous.

a. Original Agreement. All terms and conditions of the First Agreement shall remain in full force and effect unless otherwise amended or altered by this Windsor-Northlake Agreement.

b. Appropriation. All the Parties' obligations in this Windsor-Northlake Agreement are subject to appropriation. Nothing within this Windsor-Northlake Agreement shall be deemed to be a multiple fiscal year obligation or funding commitment for future fiscal years.

c. Force Majeure. No Party shall be liable for any failure to perform as required by this Windsor-Northlake Agreement or Agreement to the extent such failure to perform is caused by any reason beyond the control of that party or by reason of any of the following occurrences, whether or not caused by such party: strikes, labor disturbances or labor disputes of any character, accidents, riots, civil disorders or commotions, war, acts of aggression, floods, earthquakes, acts of God, explosion or similar occurrences; provided, such Party shall exercise its best efforts to provide the best possible alternative performance and to prevent the foregoing occurrence from obstructing full performance. Such occurrences shall not terminate this Windsor-Northlake Agreement or the Agreement and shall

not affect this Windsor-Northlake Agreement or the Agreement except as provided in this Section.

d. Amendment. This Windsor-Northlake Agreement may be modified, amended, changed, or terminated (except as to termination as hereinabove provided) in whole or in part, only by agreement in writing, duly authorized and executed by the Parties.

e. Waiver. The waiver of any breach of any of the provisions of this Windsor-Northlake Agreement, by any Party, shall not constitute a continuing waiver of any subsequent breach by that Party, either of the same, or of another provision of this Windsor-Northlake Agreement.

f. Capitalized Terms. Any capitalized terms used but not otherwise defined in this Windsor-Northlake Agreement shall have the respective meanings outlined in the Agreement.

g. Conflicts with the Agreement. Except as specifically outlined above, this Windsor-Northlake Agreement does not modify any terms or agreements between the Parties in the Agreement or otherwise. In the event of any inconsistency or conflict between the terms of this Windsor-Northlake Agreement and the Agreement, this Windsor-Northlake Agreement's terms shall control.

h. Headings for Convenience Only. The articles, sections, paragraph headings, captions, and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Windsor-Northlake Agreement.

i. Severability. Invalidations of any of the provisions of this Windsor-Northlake Agreement, or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof, in any given circumstance, shall not affect the validity of the remainder of this Windsor-Northlake Agreement.

j. Binding Effect. This Windsor-Northlake Agreement shall be immediately binding upon and inure to the benefit of each party and its respective successors and permitted assigns.

k. Disputes and Governing Law. This Windsor-Northlake Agreement shall be construed in accordance with the laws of the State of Colorado. Any dispute arising under this Windsor-Northlake Agreement shall be determined in the Weld County District Court, unless alternative dispute resolution is agreed upon in writing by the Parties. In any such action, each Party shall bear its own costs and attorneys' fees regardless of any "prevailing party" status.

l. No Third-Party Beneficiaries. Nothing expressed or implied in this Windsor-Northlake Agreement is intended or shall be construed to confer upon, or to give any person other than the parties hereto, any right, remedy, or claim, under or by reason of this Windsor-Northlake Agreement.

m. Notices. All notices under this Windsor-Northlake Agreement and the Agreement shall be deemed upon mailing, first class postage prepaid, as follows:

To Windsor: Town Manager 301 Walnut Street Windsor, CO 80550	Copy to: Town Attorney 301 Walnut Street Windsor, CO 80550
To Severance: Town Manager 3 South Timber Ridge Parkway P.O. Box 339 Severance, CO 80546	Copy to: Town Attorney 3 South Timber Ridge Parkway P.O. Box 339 Severance, CO 80546
To the Districts: Northlake Metropolitan District Nos. 1-5 c/o District Manager 3350 Eastbrook Drive, Suite 260 Fort Collins, CO 80525	Copy to: Spencer Fane LLP Attn: David S. O'Leary 1700 Lincoln Street, Suite 2000 Denver, CO 80203

n. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District, Windsor or any of its directors, officers, employees, servants, agents, or authorized volunteers under any governmental immunity that may be available under law, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time, or under any other law.

o. Authorization and Execution. This Windsor-Northlake Agreement is entered into by and between Windsor and Northlake, each acting by and through their duly authorized representatives. By executing this Windsor-Northlake Agreement, the Parties represent and warrant that their respective representatives signing hereunder have full power and authority to execute this Windsor-Northlake Agreement and to bind the respective Parties to its terms.

p. Counterpart Execution. This Windsor-Northlake Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[*Remainder of Page Intentionally Left Blank. Signature Page(s) Follow.*]

WHEREFORE, the Parties have executed this Agreement and have caused their names to be affixed by their proper officers, to be effective as of the date written above.

TOWN OF WINDSOR

Shane Hale, Town Manager

ATTEST:

Karen Frawley, Town Clerk

[Seal]

NORTHLAKE METROPOLITAN DISTRICT NOS. 1-5

Jonathan A. Turner, President

ATTEST:

Emily Kupec, Secretary

[Seal]

Copy to Town of Severance, CO

EXHIBIT A - SEWER BASIN MAP

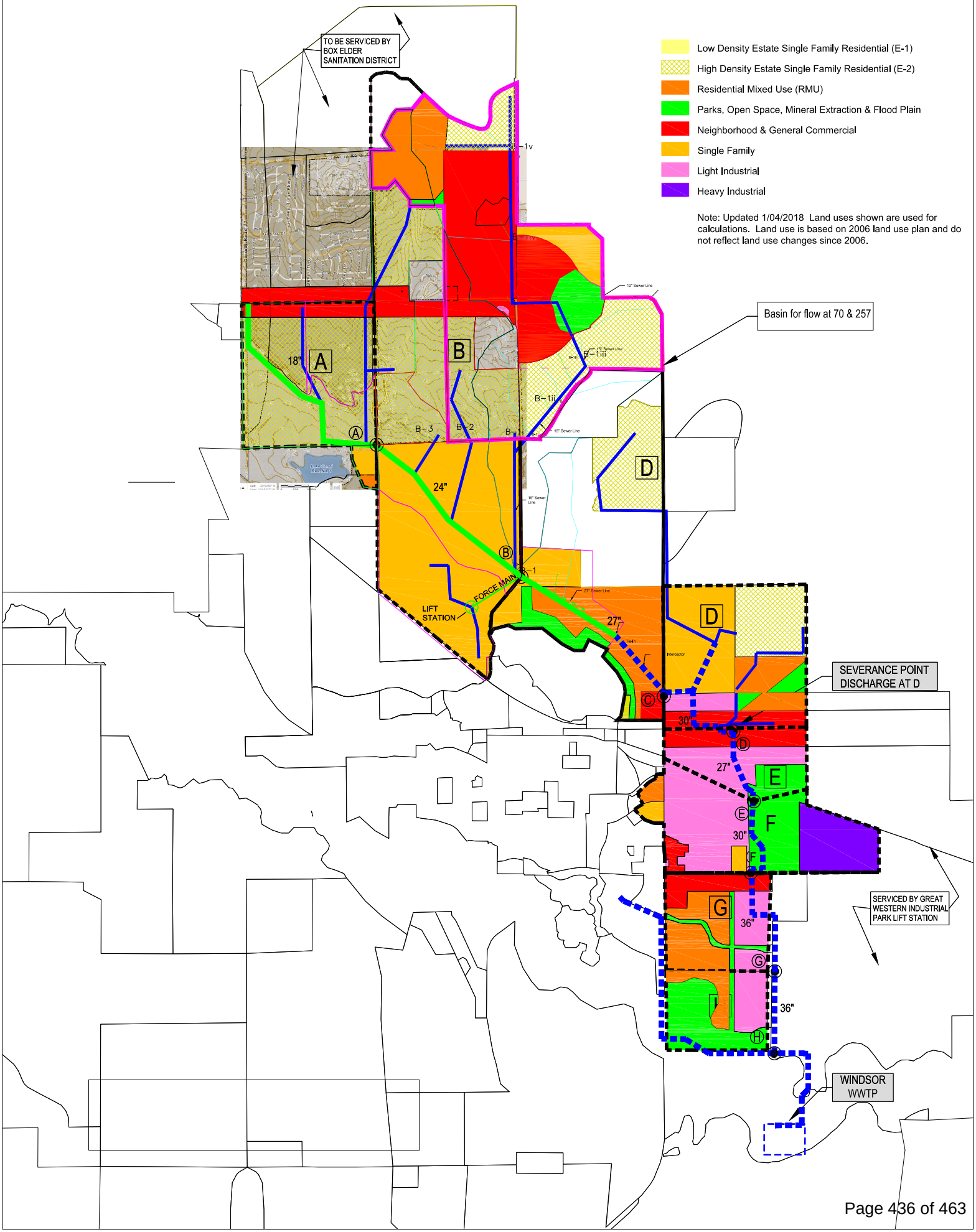


EXHIBIT B - ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

J-U-B ENGINEERS, INC.

2809 E Harmony Road, Suite 300, Fort Collins, CO 80528 / 970.377.3602

PROJECT: Town of Windsor North Sewer Extension **DATE:** 9/12/2025

DESCRIPTION: North Sewer Extension Final Design - Opinion of Probable Construction Costs

J-U-B PROJ. NO.: 87-24-005

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QTY	UNIT	UNIT PRICE	TOTAL COST
ITEM No.	Description	Est. Quant.	Unit	Unit Price	Total Price
1.00	Mobilization, Bonding, & Administration[2]	1	LS	$ 144,200	$ 144,200
2.00	Project Controls[3]	1	LS	$ 68,700	$ 68,700
3.00	Tie Into Existing Sewer	1	LS	$ 5,000.00	$ 5,000
4.00	18" Sanitary Sewer (open trenching)	8137	LF	$ 250.00	$ 2,034,250
5.00	60" Sanitary Sewer Manhole	9	EA	$ 20,000.00	$ 180,000
6.00	60" Sanitary Sewer Manhole – Raised with bollards for protection	23	EA	$ 24,000.00	$ 552,000
7.00	Clay Cutoff Walls	32	EA	$ 500.00	$ 16,000
8.00	Tunnel Bore 1 - Highway 257 South Crossing	1	LS	$ 575,519	$ 575,519
9.00	Tunnel Bore 2 - Highway 257 North Crossing	1	LS	$ 398,860	$ 398,860
10.00	Tunnel Bore 3 - Weld County Road 74 Crossing	1	LS	$ 348,271	$ 348,271
11.00	Asphalt Repair (Church Entrance)	32	SY	$ 300.00	$ 9,600
12.00	Miscellaneous Surface Repair	8101	LF	$ 15	$ 121,515
	PRVEA Relocation	1	LS	$ 20,000	$ 20,000
				ESTIMATED CONSTRUCTION SUBTOTAL	**$ 4,474,000**
				Contingency [1]	**$ 894,800**
				TOTAL PROBABLE COST IN 2025 DOLLARS	**$ 5,369,000**

1 Estimated at 20% of construction subtotal

2 Estimated at 10% of construction subtotal

3 Estimated at 5% of construction subtotal (excluding mobilization, administration, and bonding)

Exhibit C

East Interceptor - North Extension Sewer Unit Allocation

Entity	Equiv SF Units	% Share	Parcel	Acres
Severance	1215	28.91%	Multiple	540.73
North Lake (Jon Turner)	2376	56.53%	Multiple	416.50
Leazer	91	2.15%	080705400068	72.80
Humphrey	90	2.14%	080704300046	71.33
Hall	61	1.46%	080705000051	29.24
Niswender	59	1.41%	080705400073	44.45
Agfinity	49	1.16%	080705001012	9.47
McGinn	48	1.14%	070529400035	38.20
Tcheng	44	1.04%	080705100016	13.90
Bensen	21	0.50%	070529400036	16.69
Denise Scott	21	0.50%	070529400034	17.26
Shanka	21	0.49%	080705100020	15.56
Sterk	20	0.48%	070532000026	5.47
Journey Church	20	0.47%	080704000052	14.60
Church of Christ	19	0.44%	080705400069	14.48
Isenhour	19	0.44%	080705000030	10.02
Coonts	7	0.16%	080705400067	5.00
Schneider	7	0.17%	080705400064	3.08
Harding	7	0.18%	070529400037	5.81
Hoag	4	0.10%	080705100019	3.47
Illingworth	4	0.09%	080704000051	2.19
Runyan	1	0.02%	080705100017	1.00
Total	4203			1351.24

Entity	Equiv SF Units	% Share
North Lake	2376	56.53%
Severance	1215	28.91%
Misc other unit allocations	612	14.56%

North Sewer Line Extension/Completion

Town Board Meeting

April 27,2026



Background—2017 IGA

10/24/2017 AGREEMENT

A Phase 1 intergovernmental agreement among **Windsor**, **Severance**, and **Northlake Metropolitan Districts Nos. 1–5** for a sanitary sewer line extension near SH 257 and WCR 74.

The project was intended to extend Windsor's sewer system roughly **3 miles** to support development in the area for Rocky Mountain Sports Park.

Estimated budget was $1.5 Million

Each party contributed $500,000

Windsor was lead agency, providing quarterly updates

The agreement covered **preliminary design**, **contractor selection**, and **right-of-way acquisition and only applied to Phase 1**; later phases required separate agreements to be negotiated independently.



Windsor and Northlake Metro IGA—Purpose and Project Status

Successor Agreement

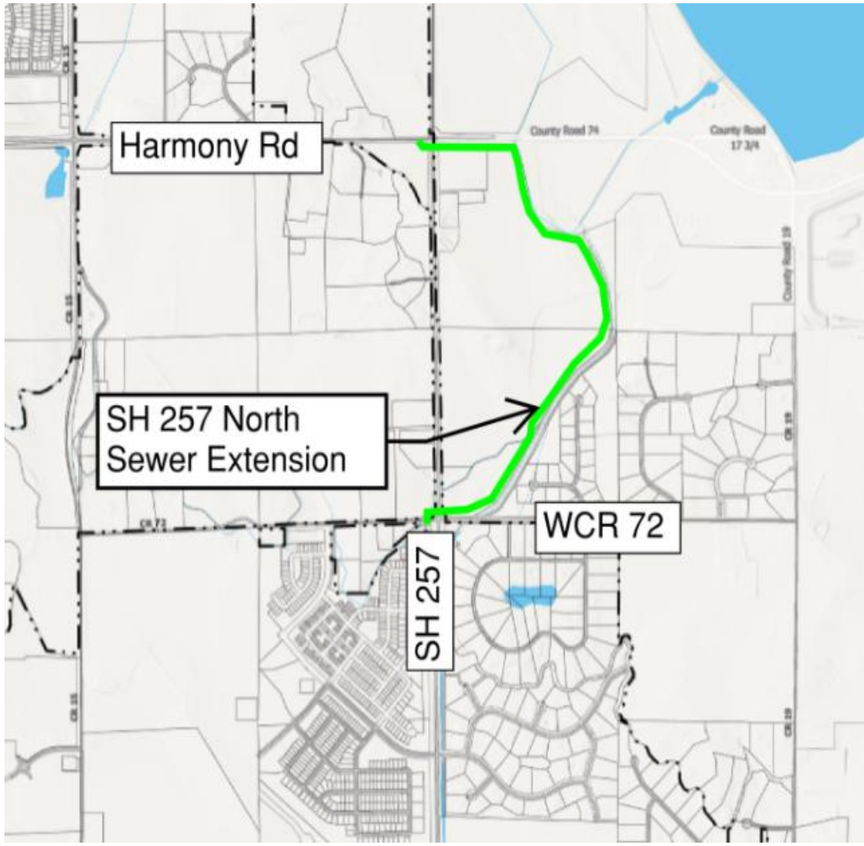
The IGA before you for consideration this evening is between **Windsor and Northlake only**, and it follows the 10/24/2017 agreement. Severance has been provided a copy of this IGA and does not wish to be a party.

Work Already Completed

Phases 1 and 2 are complete, some segments were built by Hartford Homes and Windsor, and **Phase 3 design and easement acquisitions are complete**.

Remaining Focus

The agreement is focused on the **remaining construction work** needed to complete the sewer line, running it north from CR72 to Harmony Road.



Northlake Metro District vs. Town Requirements



Northlake’s Responsibility

Northlake is **solely responsible** for funding the remaining phase but is eligible for partial reimbursement.

Windsor’s Responsibility

Windsor serves as project manager for the project, overseeing all stages from bidding through warranty

Required Deposit

$4,875,000 (engineer's estimate incl. 5% contingency)

Replenishment Trigger

Account balance falls to **10% or less** and costs exceed estimate

Windsor Invoicing

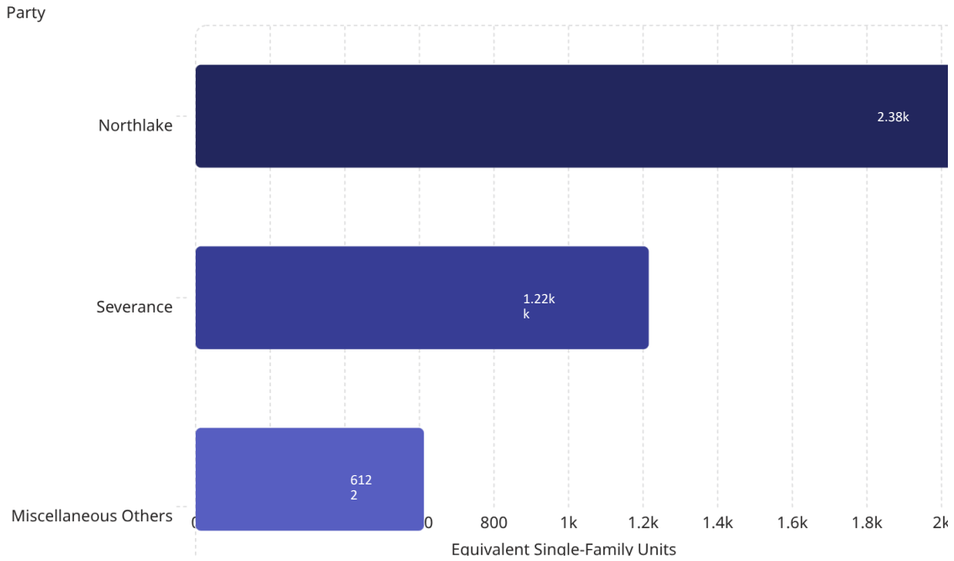
Monthly itemized invoices; unused funds returned after final payment and release of retainage

Capacity and Reimbursement

WINDSOR & NORTHLAKE IGA

Capacity Allocations

The agreement establishes sewer capacity allocations by party. Windsor retains exclusive control over capacity allocation, participation cost, participation timing, and reallocation of unused units after buildout.



Reimbursement Structure

The agreement requires a specially benefited property reimbursement structure.

Reimbursement Charge Formula: ($4,875,000 + $936,870) ÷ 4,203 units
= **$1,382.79 per equivalent single-family unit**

This per-unit charge ensures that all specially benefited properties contribute proportionally to the total project investment.

MEMORANDUM

Date: April 27, 2026
To: Mayor Cline and Town Board
From: Dean Moyer, Director of Finance
Via: Shane Hale, Town Manager
Re: Additional Supplement to 2025 Adopted Budget
Item #: C.8.

Background / Discussion:
As a rule, in any given calendar year, the Town's expenditures cannot exceed Town Board's adopted budget appropriations for that year. Where such a situation exists, staff will ask the Board at the end of the year, to supplement the prior year's budget to accommodate the added expenditures.

On February 23rd, 2026, Town Board addressed the shortfall in 2025 budget year appropriations, via Resolution 2026-10 (attached), and total appropriations, otherwise known as the Town's spending authority, were increased to $181,545,722 across all of the Town's funds, barring the Downtown Development Authority fund.

During the process of finalizing the data for 2025, staff has discovered that the Open Space fund requires an additional $51,188 in appropriations in order to offset actual expenditures incurred during 2025 – specifically, ancillary (realty and survey fees) expenses related to the Shur View land purchase. As such, staff is requesting that Town Board approve a second request to supplement the 2025 budget – increasing the Open Space fund appropriations by $51,188.

Financial Impact:
Total added expenditure appropriations to the 2025 Adopted Budget equal $51,188. This increases the 2025 budget spending authority to $181,596,910 across all funds except for the Downtown Development Authority Fund

Recommendation:
Staff recommend that the Town Board adopt the 2nd supplemental budget Resolution No. 2026-27 for 2025.

TOWN OF WINDSOR

RESOLUTION NO. 2026-10

A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF WINDSOR, COLORADO, FOR 2025

WHEREAS, the Town of Windsor adopted the 2025 annual budget in accordance with the Local Government Budget Law set forth in Colorado Revised Statutes Sec. 29-1-101 et seq., on November 25, 2024; and

WHEREAS, the Town of Windsor has received unanticipated revenues and incurred expenditures not assured at the time of the adoption of the 2025 Budget; and

WHEREAS, the Town's Home Rule Charter Sec. 11.10 authorizes supplemental appropriations under the circumstances referred to herein.

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

Section 1. That the 2025 appropriation for the **PARK IMPROVEMENT FUND** Revenue is hereby increased from $5,176,977 to $7,147,977 and Expenditures are hereby increased from $2,872,228 to $11,239,211 for the purposes shown below.

PARK IMPROVEMENT FUND					
ACCOUNT #	ACCOUNT DESCRIPTION	TRANSACTION DETAIL	2025 ORIGINAL BUDGET	BUDGET SUPPLEMENT	2025 AMENDED BUDGET
	REVENUE				
02-000-4398-000	Transfer from Open Space	Year 1 of 4-Year Loan Repayment for Land Acquisition	$0	$1,971,011	$1,971,011
		TOTAL PARK IMPROVEMENT FUND REVENUE	**$5,176,977**	**$1,971,011**	**$7,147,977**
	EXPENSES				
02-454-7373-000	Interfund Transfer	Transfer to Open Space Fund for Land Acquisition	$0	$8,366,983	$8,366,983
		TOTAL PARK IMPROVEMENT FUND EXPENSES	**$2,872,228**	**$8,366,983**	**$11,239,211**

Section 2. That the 2025 appropriation for the **CONSERVATION TRUST FUND** Expenditures are hereby increased from $75,000 to $1,075,000 for the purposes shown below.

CONSERVATION TRUST FUND					
ACCOUNT #	ACCOUNT DESCRIPTION	TRANSACTION DETAIL	2025 ORIGINAL BUDGET	BUDGET SUPPLEMENT	2025 AMENDED BUDGET
	REVENUE				
		TOTAL CONSERVATION TRUST FUND REVENUE	**$448,102**	**$0**	**$448,102**
	EXPENSES				
03-454-8412-440	Site Improvements / Poudre Trail	Poudre Trail Alignment - Carryover Project	$75,000	$1,000,000	$1,075,000
		TOTAL CONSERVATION TRUST FUND EXPENSES	**$75,000**	**$1,000,000**	**$1,075,000**

Section 3. That the 2025 appropriation for the **CAPITAL IMPROVEMENT FUND** Revenue is hereby increased from $24,184,644 to $25,931,051 and Expenditures from $29,339,003 to $31,085,410 for the purposes shown below.

CAPITAL IMPROVEMENT FUND					
ACCOUNT #	ACCOUNT DESCRIPTION	TRANSACTION DETAIL	2025 ORIGINAL BUDGET	BUDGET SUPPLEMENT	2025 AMENDED BUDGET
	REVENUE				
04-000-4370-000	Developer Contributions	Subdivision Infrastructure - Final Acceptance	$0	$1,746,407	$1,746,407
		TOTAL CAPITAL IMPROVEMENT FUND REVENUE	**$24,184,644**	**$1,746,407**	**$25,931,051**
	EXPENSES				
04-429-8445-000	Street Improvements	Subdivision Infrastructure - Final Acceptance	$10,573,109	$1,746,407	$12,319,516
		TOTAL CAPITAL IMPROVEMENT FUND EXPENSES	**$29,339,003**	**$1,746,407**	**$31,085,410**

Section 4. That the 2025 appropriation for the **WATER FUND** Revenue is hereby increased from $19,079,834 to $20,236,834 and Expenditures from $17,779,710 to $27,365,710 for the purposes shown below.

WATER FUND					
ACCOUNT #	ACCOUNT DESCRIPTION	TRANSACTION DETAIL	2025 ORIGINAL BUDGET	BUDGET SUPPLEMENT	2025 AMENDED BUDGET
	REVENUE				
06-000-4367-000	Developer Contributions	Subdivision Infrastructure - Final Acceptance	$0	$1,157,000	$1,157,000
		TOTAL WATER FUND REVENUE	**$19,079,834**	**$1,157,000**	**$20,236,834**
	EXPENSES				
06-471-8453-000	Transmissions Mains	Subdivision Infrastructure - Final Acceptance	$0	$1,157,000	$1,157,000
06-471-8410-000	Land - Water Rights	Acquisition of Water Rights Associated with Open Space Acquisition	$0	$8,429,000	$8,429,000
		TOTAL WATER FUND EXPENSES	**$17,779,710**	**$9,586,000**	**$27,365,710**

Section 5. That the 2025 appropriation for the **SEWER FUND** Revenue is hereby increased from $108,653,585 to $109,385,195 and Expenditures from $29,393,432 to $30,125,042 for the purposes shown below.

SEWER FUND					
ACCOUNT #	ACCOUNT DESCRIPTION	TRANSACTION DETAIL	2025 ORIGINAL BUDGET	BUDGET SUPPLEMENT	2025 AMENDED BUDGET
	REVENUE				
07-000-4367-000	Developer Contributions	Subdivision Infrastructure - Final Acceptance	$0	$731,610	$731,610
		TOTAL SEWER FUND REVENUE	**$108,653,585**	**$731,610**	**$109,385,195**
	EXPENSES				
07-481-8453-000	Transmissions Mains	Subdivision Infrastructure - Final Acceptance	$0	$731,610	$731,610
		TOTAL SEWER FUND EXPENSES	**$29,393,432**	**$731,610**	**$30,125,042**

Section 6. That the 2025 appropriation for the **STORM DRAIN FUND** Revenue is hereby increased from $2,562,221 to $3,295,234 and Expenditures from $2,436,087 to $3,169,100 for the purposes shown below.

STORM DRAINAGE FUND					
ACCOUNT #	ACCOUNT DESCRIPTION	TRANSACTION DETAIL	2025 ORIGINAL BUDGET	BUDGET SUPPLEMENT	2025 AMENDED BUDGET
	REVENUE				
08-000-4370-000	Developer Contributions	Subdivision Infrastructure - Final Acceptance	$0	$733,013	$733,013
		TOTAL STORM DRAINAGE FUND REVENUE	**$2,562,221**	**$733,013**	**$3,295,234**
	EXPENSES				
08-483-8458-000	Drainage Improvements	Subdivision Infrastructure - Final Acceptance	$1,573,349	$733,013	$733,013
		TOTAL STORM DRAINAGE FUND EXPENSES	**$2,436,087**	**$733,013**	**$3,169,100**

Section 7. That the 2025 appropriation for the **OPEN SPACE ACQUISITION FUND** Revenue is hereby increased from $2,455,234 to $10,822,307 and Expenditures are hereby increased from $104,759 to $14,557,049 for the purpose shown below.

OPEN SPACE ACQUISITION FUND					
ACCOUNT #	ACCOUNT DESCRIPTION	TRANSACTION DETAIL	2025 ORIGINAL BUDGET	BUDGET SUPPLEMENT	2025 AMENDED BUDGET
	REVENUE				
09-000-4395-000	Interfund Transfer	Transfer from Park Improvement Fund for Land Acquisition	$0	$8,366,983	$8,366,983
		TOTAL OPEN SPACE FUND ACQUISITION REVENUE	**$2,455,324**	**$8,366,983**	**$10,822,307**
	EXPENSES				
09-453-8410-000	Land	Open Space Land Acquisition	$0	$12,481,279	$12,481,279
09-453-7373-000	Interfund Transfer	Year 1 of 4-Year Loan Repayment for Land Acquisition	$0	$1,971,011	$1,971,011
		TOTAL OPEN SPACE ACQUISITION FUND EXPENSES	**$104,759**	**$14,452,290**	**$14,557,049**

Section 8. That the 2025 appropriation for the **ECONOMIC DEVELOPMENT INCENTIVE FUND** Expenditures are hereby increased from $0 to $64,511 for the purposes shown below.

ECONOMIC DEVELOPMENT INCENTIVE FUND					
ACCOUNT #	ACCOUNT DESCRIPTION	TRANSACTION DETAIL	2025 ORIGINAL BUDGET	BUDGET SUPPLEMENT	2025 AMENDED BUDGET
	REVENUE				
		TOTAL ECONOMIC DEVELOPMENT INCENTIVE FUND REVENUE	**$0**	**$0**	**$0**
	EXPENSES				
20-435-7373-000	Interfund Transfer	Economic Development Incentive	$0	$64,511	$64,511
		TOTAL ECONOMIC DEVELOPMENT INCENTIVE FUND EXPENSES	**$0**	**$64,511**	**$64,511**

Section 9. That the 2025 appropriation for the **WINDSOR BUILDING AUTHORITY FUND** Expenditures are hereby increased from $0 to $60 for the purposes shown below.

WINDSOR BUILDING AUTHORITY FUND					
ACCOUNT #	ACCOUNT DESCRIPTION	TRANSACTION DETAIL	2025 ORIGINAL BUDGET	BUDGET SUPPLEMENT	2025 AMENDED BUDGET
	REVENUE				
		TOTAL WINDSOR BUILDING AUTHORITY FUND REVENUE	**$0**	**$0**	**$0**
	EXPENSES				
15-413-6217-000	Dues/Fees/Subscriptions	Banking Fees Associated with Fund Activities	$0	$60	$60
		TOTAL WINDSOR BUILDING AUTHORITY FUND EXPENSES	**$0**	**$60**	**$60**

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 23rd day of February, 2026.

TOWN OF WINDSOR, COLORADO

Julie Cline, Mayor

ATTEST:

Karen Frawley, Town Clerk

TOWN OF WINDSOR

RESOLUTION NO. 2026-27

A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF WINDSOR, COLORADO, FOR 2025.

WHEREAS, the Town of Windsor adopted the 2025 annual budget in accordance with the Local Government Budget Law, on November 25, 2024; and

WHEREAS, the Town of Windsor has incurred unanticipated expenditures not assured at the time of the adoption of the 2025 Budget; and

WHEREAS, the Town's Home Rule Charter authorizes supplemental appropriations under the circumstances referred to herein.

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

SECTION 1. That the 2025 appropriation for the **OPEN SPACE ACQUISITION FUND** Expenditures are increased from $14,557,049 to $14,608,237 for the purpose shown below.

OPEN SPACE ACQUISITION FUND					
ACCOUNT #	ACCOUNT DESCRIPTION	TRANSACTION DETAIL	2025 AMENDED BUDGET	BUDGET SUPPLEMENT	2025 AMENDED BUDGET
	REVENUE				
		TOTAL OPEN SPACE FUND ACQUISITION REVENUE	**$10,822,308**	**$0**	**$10,822,308**
	EXPENSES				
09-453-8410-000	Land	Open Space Land Acquisition	$12,481,279	$51,188	$12,532,467
		TOTAL OPEN SPACE ACQUISITION FUND EXPENSES	**$14,557,049**	**$51,188**	**$14,608,237**

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 27th day of April, 2026.

TOWN OF WINDSOR, COLORADO

By_____
Julie Cline, Mayor

ATTEST:

_____
Karen Frawley, Town Clerk

WINDSOR POLICE DEPARTMENT
Stephen M. Garrison
Chief of Police
960 N. 15th St., Windsor, CO 80550 • 970-674-6400 • windsorPD.com

Persons Crimes	**Mar 2026**	**2026 YTD**	**2025 YTD**	**2024 YTD**	**2023 YTD**
Homicide	0	0	0	0	1
Sexual Assault	3	6	33	24	28
Assault	15	34	171	108	109
Robbery	0	0	1	3	1
Domestic Violence	7	24	114	70	85
Property Crimes					
Drug Related	3	13	40	105	57
Fraud/Forgery	17	40	165	85	94
Vehicle Trespass	0	2	28	36	78
Burglary	1	3	32	21	31
Theft	11	50	261	178	181
Arson	0	0	4	1	5
Motor Vehicle Theft	2	5	30	27	42
Quality of Life					
Mental Health Related	19	44	197	96	37
Co-Responder Involved	48	124	495	536	203
Overdoses	2	5	22	9	5
Arrests					
Criminal	39	88	487	392	369
Drug Related	3	11	37	67	46
Traffic	11	25	137	94	91
Traffic Enforcement					
Total Traffic Accidents	32	82	371	462	410
Injury Traffic Accident	5	8	37	30	21
Fatal Traffic Accident	0	0	0	0	0
DUI Traffic Accident	2	3	15	6	10
Auto vs. Pedestrian	0	0	1	0	0
Accident Auto vs. Bike Accident	1	1	0	3	1
Auto vs. LSEV	0	0	0	0	0
Total Traffic Stops	582	1712	3938	3565	4430
Total DUI	9	18	87	54	44
Citations					
Total Traffic Citations	179	607	1944	1885	2363
County Traffic	81	253	751	821	786

Muni Traffic	98	354	1193	930	1554
Muni Ordinance	7	22	75	199	319
County Criminal	47	127	458	635	626
Parking	29	124	469	155	121
Red Light Camera	1167	1794	0	0	0

MEMORANDUM

Date: April 27, 2026
To: Mayor and Town Board
From: Eric Lucas, Deputy Town Manager
Re: Strategic Plan Key Performance Indicators for March 2026
Item #: D.2.b.

Background / Discussion:
Attached are the Town's Key Performance Indicators for March 2026. Every month, we highlight a KPI in each of the strategic focus areas in an effort to provide context to the data we are collecting. I have noted that we are behind on several reporting areas. I anticipate seeing updated numbers in the next report.

1. Strategic Growth: The highlighted KPI for this month is Water Supply Index is 110%. This means we have an adequate water supply for this year. Fortunately, we are in a good place, but given the record low snow pack, let's hope we have good rains and a snowy winter!

2. Vital Infrastructure: The highlighted KPI for this month is BOD Loading at the Wastewater Treatment Plant. We remain well below plant limits. At the February Town Board meeting a question was asked why we went over the limit in March 2025. That occurred during the time we were taking all flows from the Town of Severance. Staff indicated to me after an inquiry that this was a one-time occurrence that happened to fall on the sampling day. We are using one sample as the monthly average and a daily sampling average would be a better indicator in the future.

3. Vibrant & Healthy Economy: The highlighted KPI for this month is rate of turnover. We are currently sitting at 17.4%, slightly higher than our 3-year average. At this point in the year this number does not raise any significant red flags as we have recently had several staff leave for personal reasons that caused this slight bump.

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:
1. TOW Strategic Plan KPI's March 26



TOW KPI's

Report Created On: Apr 23, 2026

Open Space

Last Update: Apr 14, 2026 13:30:43

Open Space Acres Acquired

Through 03/31/2026

300 Acres

Acquire land over time with the intent to reach a minimum of 1,300 additional acres

Last Update: Apr 22, 2026 07:10:58

Cost of Maintaining Open Space per Acre

(over a 12-month period)

Through 03/31/2026

$355

Cost of maintenance per acre in 2024 was $393. Subsequently, we will determine maintenance costs given the types of uses occurring in open spaces. Acquired 300 acres of open space in March of 2025 and added one fulltime staff.

Water Supply Index

Last Update: Jan 22, 2026 20:32:03

Water Supply Index > 100%

Through 04/23/2026

110%

Ensure that we have enough water supply annually to provide for all users in the Windsor water system (potable / non-potable).

Water Loss

Last Update: Jan 22, 2026 21:30:37

Water Loss < 10%

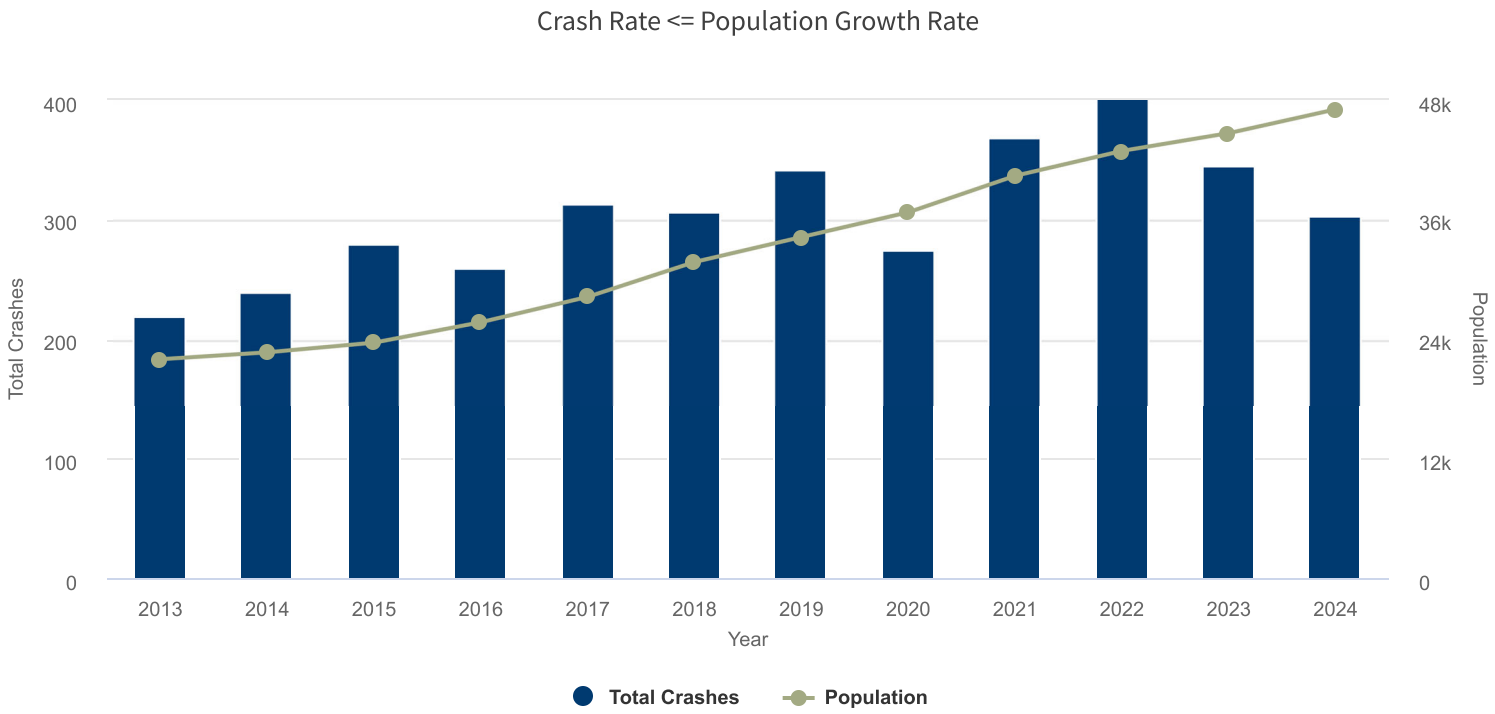
Through 12/31/2024

8.0%

The Town of Windsor should actively strive to measure any and all water uses so that unaccounted for water is at a minimum and that leaks can be detected and remedied immediately.

Crash Rate

Last Update: Jul 24, 2025 21:30:55



Part 1 Crimes

Last Update: Apr 22, 2026 07:10:58

Total Number of Part 1 Crimes per 1000 population

Through 01/31/26

0.40

↓ from **0.66** this time last year.

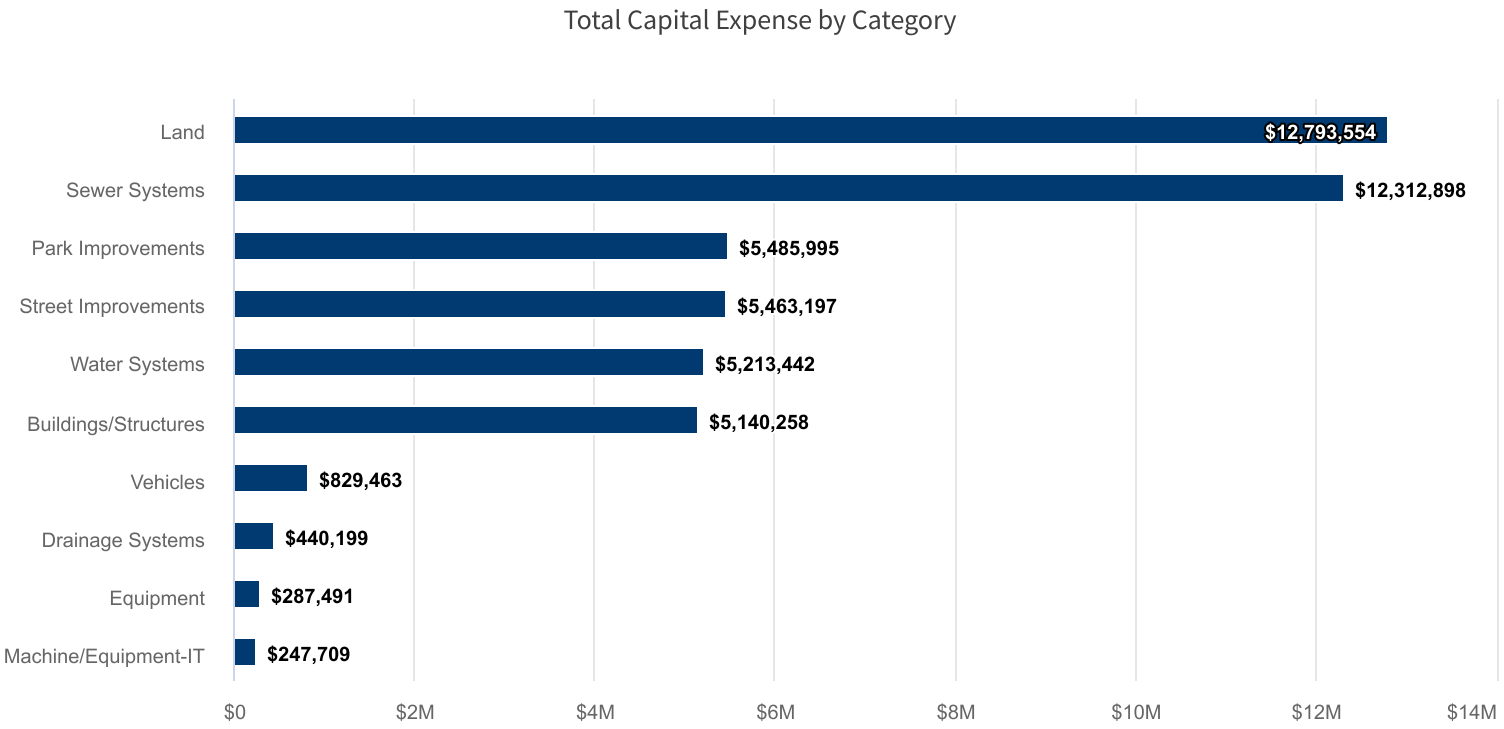
Part 1 crimes are crimes committed against a person or property and are reportable to the FBI as part of the UCR (uniform crime reports) program. This allows the Town to compare Windsor against the prior year's part 1 crimes as well as others in the state and nation.

Vital Infrastructure

Vital Infrastructure

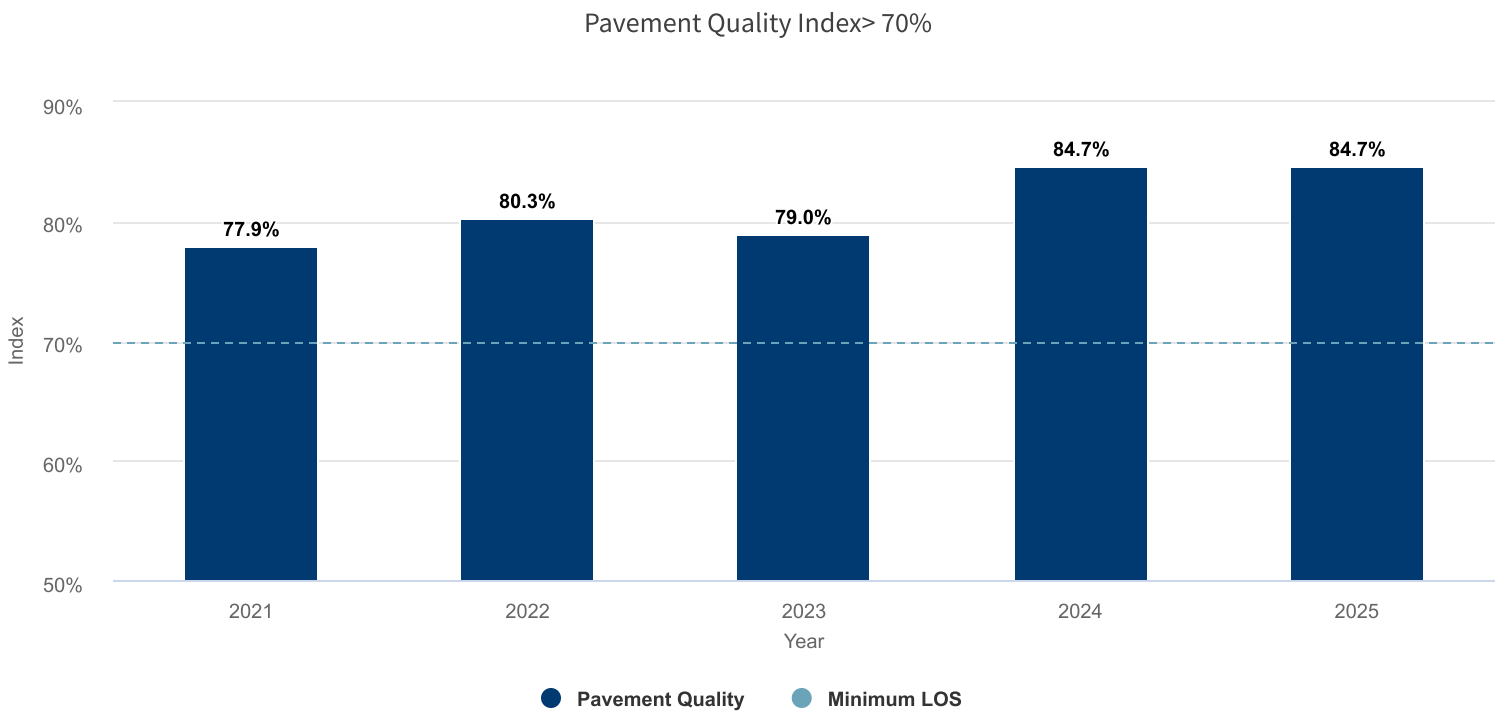
Capital Expense

Last Update: Mar 09, 2026 17:30:32



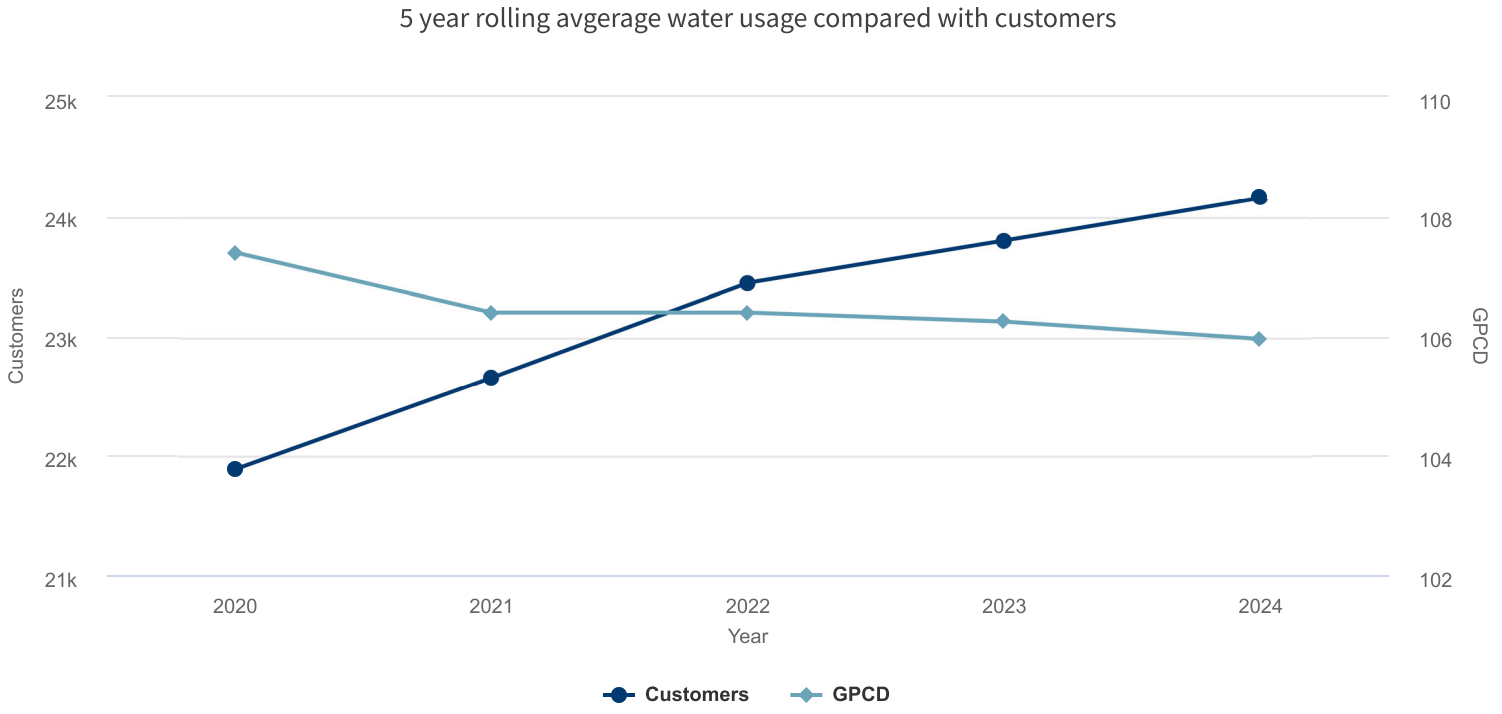
Pavement Quality

Last Update: Apr 22, 2026 07:10:58



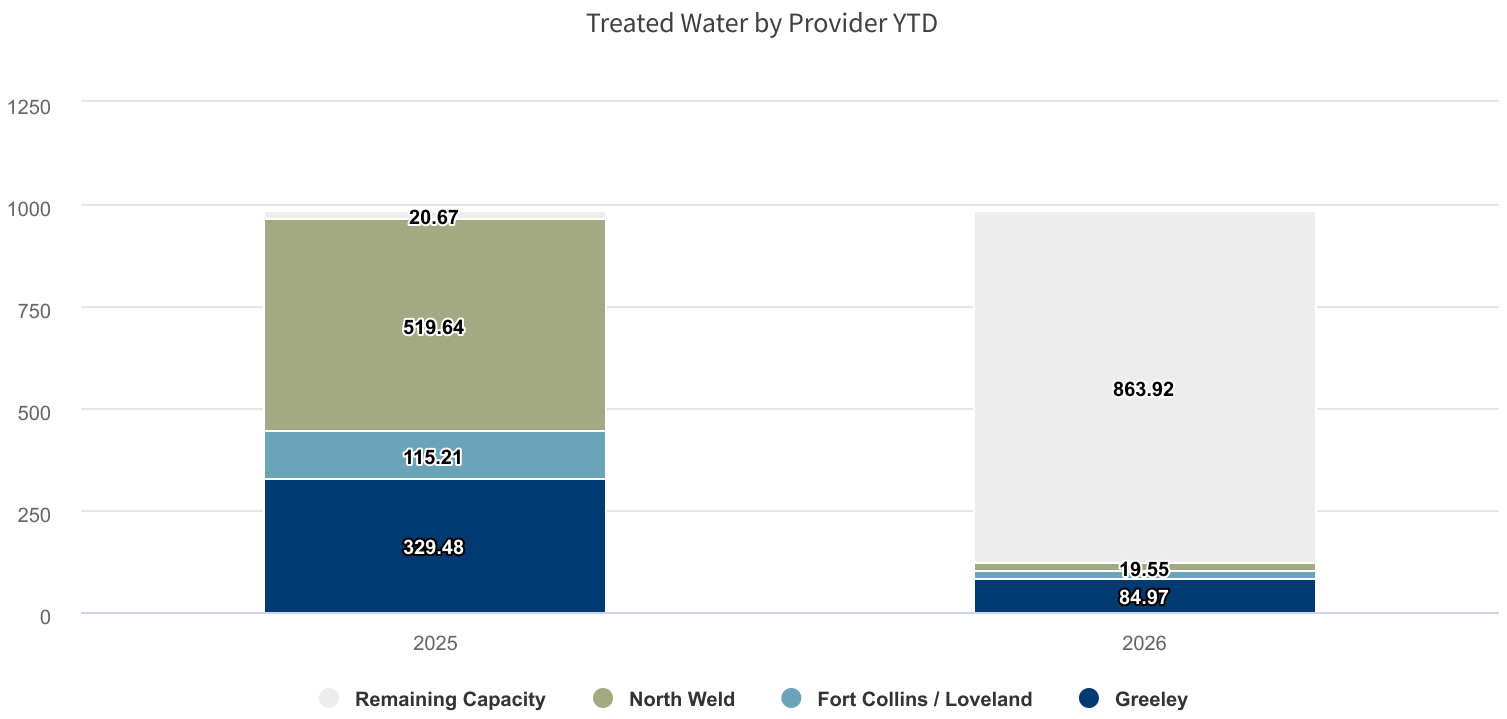
Water Usage

Last Update: Apr 22, 2026 07:10:58



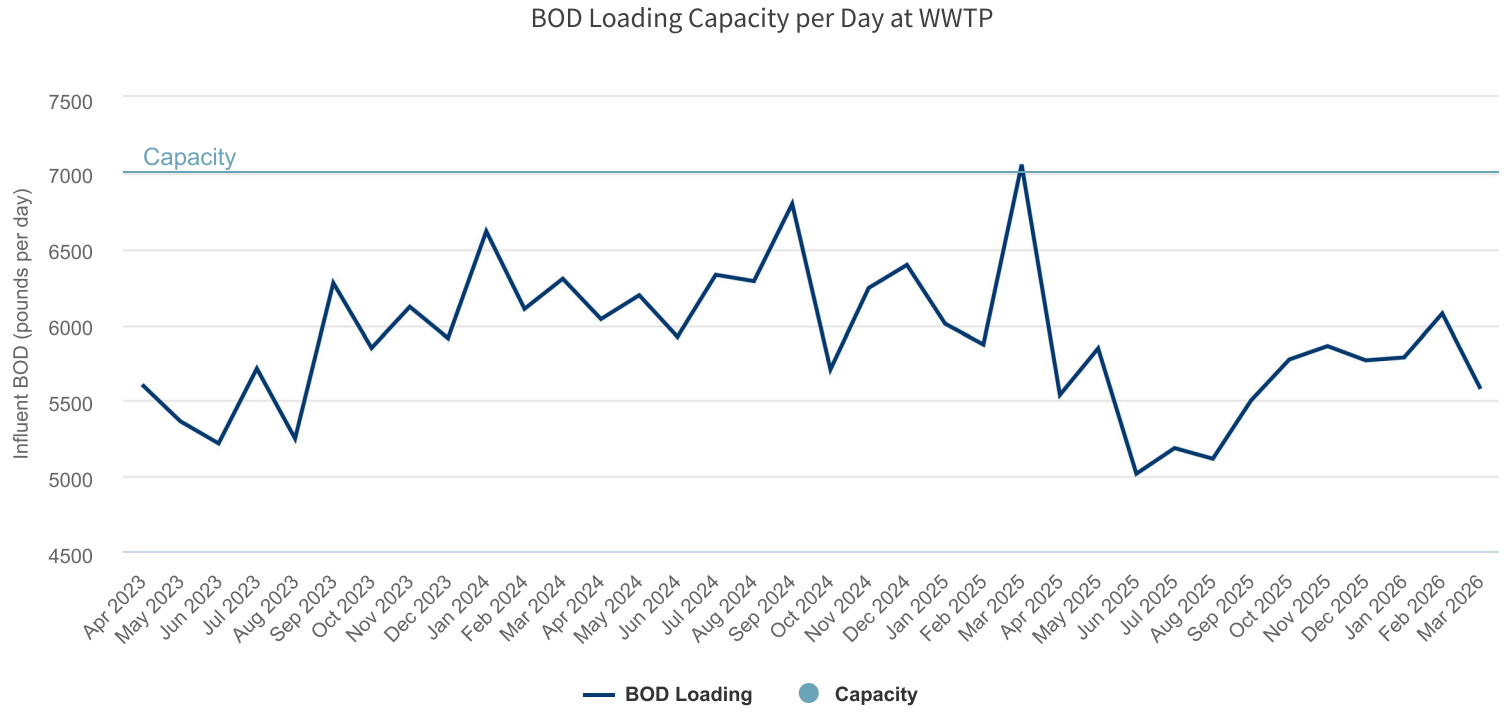
Windsor water utility only

Last Update: Mar 24, 2026 17:30:38



Water Treatment

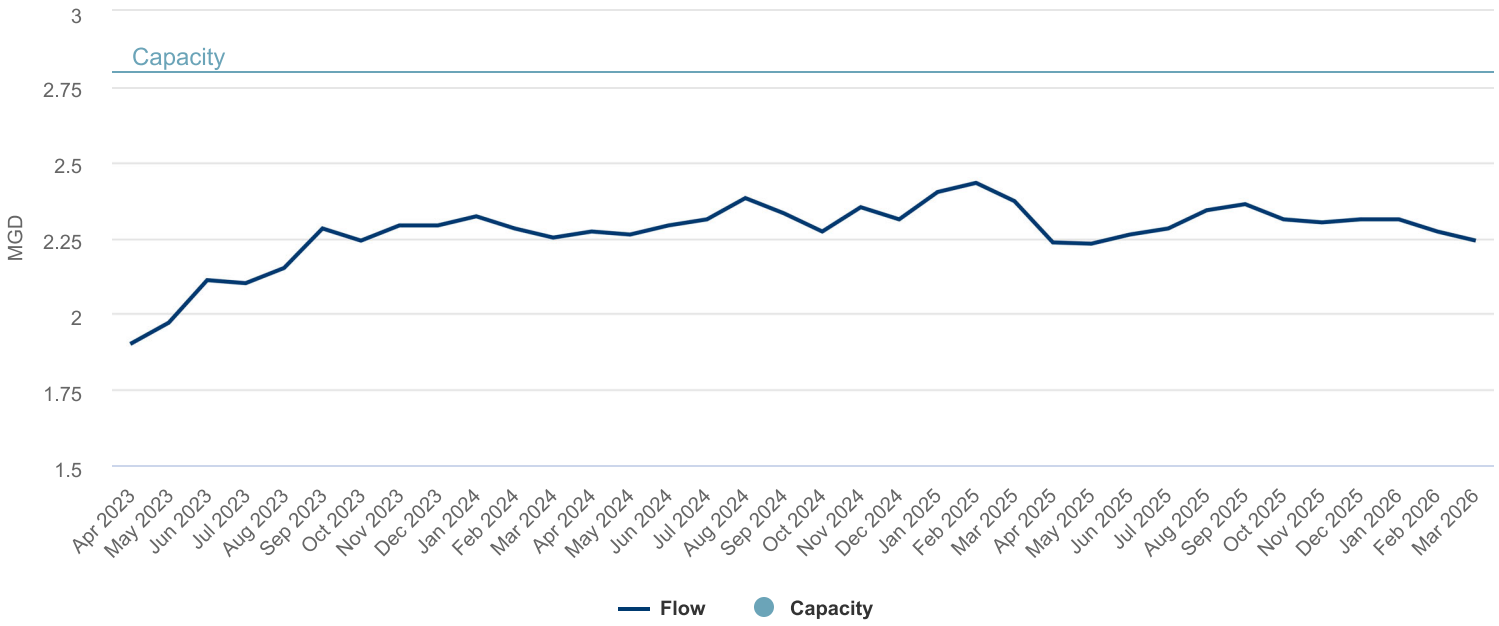
Last Update: Apr 22, 2026 07:10:58



Influent BOD loading permitted Capacity is 7006 pounds per day and is the limiting factor. In August of 2023, the Severance WWTF shut down and started sending 100% of their flow to Windsor.

Last Update: Apr 22, 2026 07:10:58

Flow Capacity at Wastewater Treatment Plant

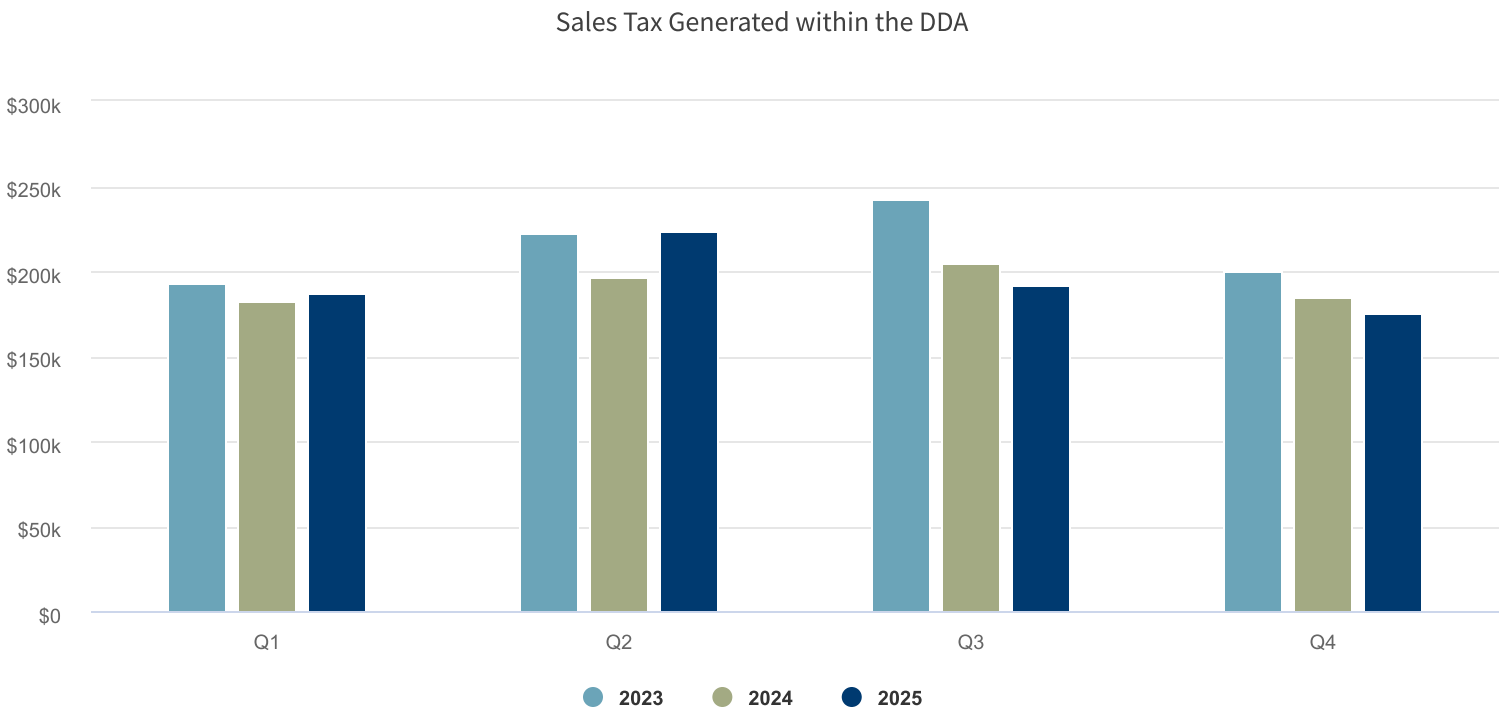


The Wastewater Treatment Plant is rated at 2.8 million gallons a day (MGD)

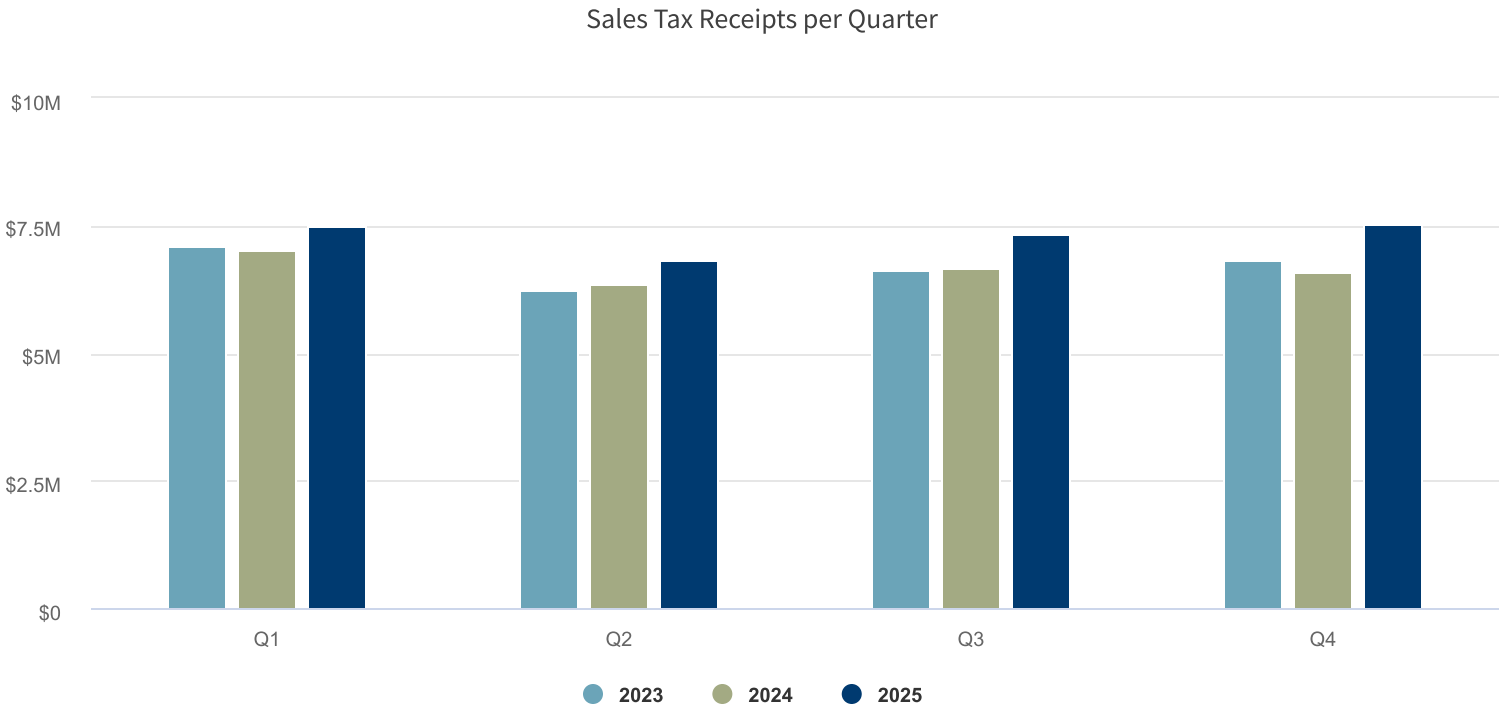
Vibrant and Healthy Economy

Sales Tax

Last Update: Apr 07, 2026 17:31:05

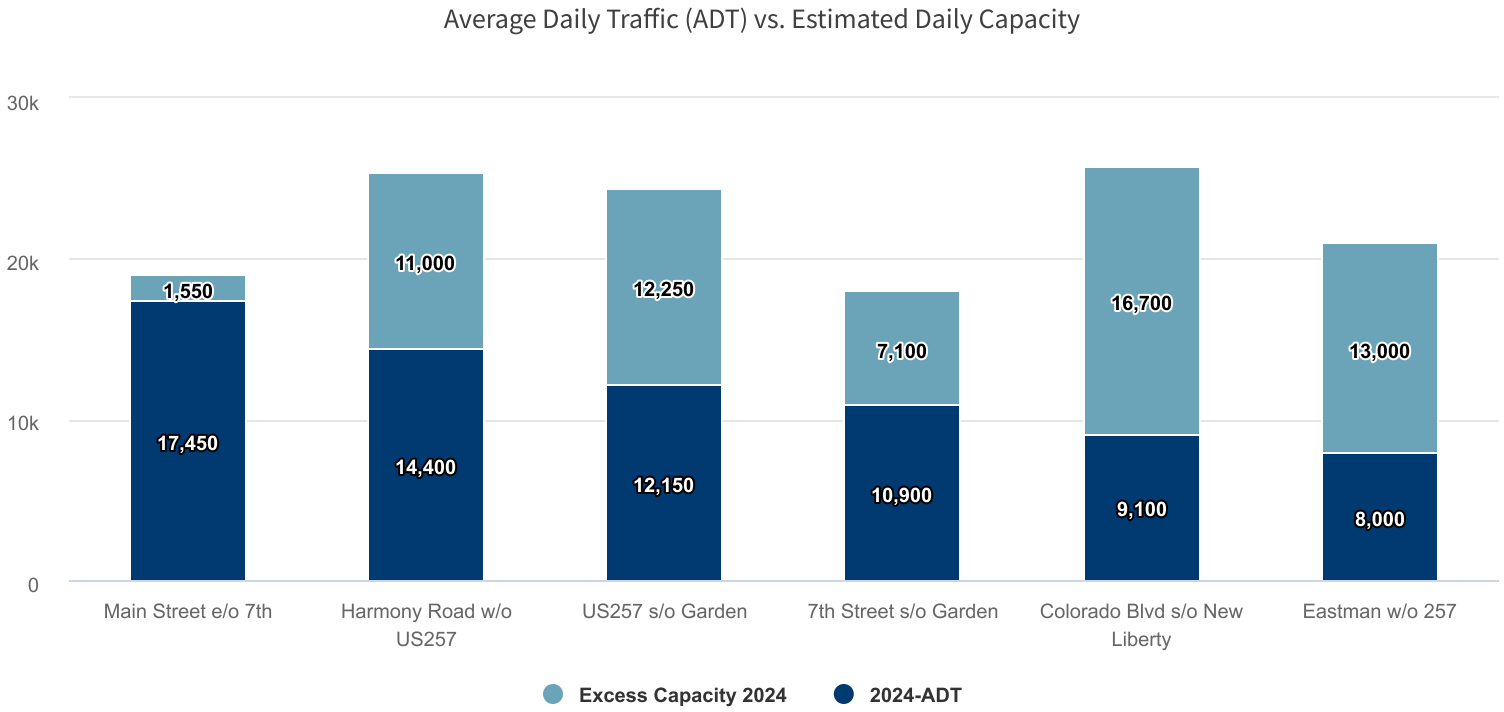


Last Update: Apr 07, 2026 17:31:05



Traffic Capacity

Last Update: Apr 22, 2025 21:33:05



Human Resourses

Last Update: Apr 22, 2026 07:10:59

Rate of Turnover of Fulltime Employees over the past 12 months

Through 03/31/2026

17.4%

High employee turnover is costly, tracking will enable staff to see trends and investigate why and recommend adjustments if turnover trends begin to increase significantly. The 3 year average for turnover rate is 16.1%

TOW Full Time employees per 1000 population

As of 03/31/2026

5.32

As the demand grows for municipal services due to growth in population this will show if we are keeping pace with the amount of FTE's needed to provide the current level of service. The 3 year average budgeted FTE per 1000 population is 5.00