



TOWN BOARD WORK SESSION
November 19, 2012 – 6:00 P.M.
301 Walnut Street, Windsor, CO 80550

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.

GOAL of this Work Session is to have the Town Board receive information on topics of Town business from the Town Manager, Town Attorney and Town staff in order to exchange ideas and opinions regarding these topics.

Members of the public in attendance who have a question related to an agenda item are requested to allow the Town Board to discuss the topic and then be recognized by the Mayor prior to asking their question.

AGENDA

- | | | |
|-----------|----|--|
| 6:00 p.m. | 1. | Economic Development Update – S. Johnson |
| 6:30 p.m. | 2. | Greenspire Metro District Extension Request – I. McCargar, K. Arnold |
| 6:50 p.m. | 3. | Outside agency funding application follow up – K. Arnold, P. Garcia |
| 7:10 p.m. | 4. | Review responses to Municipal Judge request for qualifications – I. McCargar |
| 7:25 p.m. | 5. | Future meetings agenda |
| | 6. | Adjourn |



MEMORANDUM

Date: November 19, 2012
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Stacy Johnson, Business Development Manager
Re: Economic Development Update
Item: Work Session - 1

Background / Discussion:

There are the areas of discussion (but not limited to) I will be talking about in this Economic Development update.

A. Past:

- a. How position came to be
- b. Focus areas – Primary Employment, Retail & Business Ombudsman
- c. Community partnerships
- d. Strategic Plan
- e. Incentives for Primary employers
- f. Retail Study

B. Current:

- a. Business Retention & Expansion Program
- b. Region 2 Economic Development meetings – work product
- c. Prospect updating

C. Future

- a. Sales/property tax generation
- b. Modification to strategic plan
- c. Business Retention & Expansion program

Relationship to Strategic Plan:

Diversify, Grow & Strengthen the Local Retail and Industrial Economy



MEMORANDUM

Date: November 14, 2012
To: Mayor and Town Board
From: Kelly Arnold, Town Manager and Ian McCargar, Town Attorney
Re: Request from Greenspire Metropolitan District
Item #: Work Session Item

Background / Discussion:

In September, 2012, the Greenspire Metropolitan District requested an amendment to an Intergovernmental Agreement between the Town and the Metro District. The request seeks to extend the District's payment schedule for partial reimbursement of Town funds expended for an irrigation pump station constructed near Windsor Lake in 2007. The purpose of the pump station is to provide irrigation water to Boardwalk Park, other Town-owned property and for Metro District irrigation needs within the Greenspire Subdivision.

Here is a brief summary of the contracts and payment history.

Summary:

The original IGA is dated **August 1, 2008**, and called for the District to pay:

- ✓ \$652,592.51 upon completion of the pump station; and
- ✓ 50% of the cost of the Rate Study (upon which the cost-sharing formula was based) within 75 days.

On **November 21, 2008**, District paid its half of the Rate Study (\$5,000).

In **February, 2009**, the District indicated it was having difficulty raising the funds, and requested an extension to pay the entire balance by 2010. By September, 2009, the District had paid \$150,000.00 toward the cost-sharing reimbursement.

In **February, 2010**, District representatives appeared for a work session with the Town Board, requesting an amendment to the IGA to allow for installment payments.

On **March 15, 2010**, the Town Board approved the First Addendum to the IGA. The First Addendum is dated March 16, 2010, and provides that:

- ✓ The District would by March 1, 2010, pay \$45,332.50, which represented \$25,000 in principal, plus approximately \$20,000 in accrued interest on the unpaid balance; and
- ✓ The District would pay \$50,000 in both 2011 and 2012 on or before March 1; and

- ✓ On March 1, 2013, the entire remaining balance plus interest on the unpaid balance would be due.

The District immediately fell behind by not making the **March 1, 2010**, payment. The Town issued formal demand and threatened legal action. The District made the payment eventually.

The District failed to make the **March 1, 2011**, payment. The Town issued formal demand and threatened legal action, in response to which District requested a 45-day extension of time. The Town rejected the request for extension, but eventually received payment.

The District failed to pay the **March 1, 2012**, payment. The Town again issued formal demand and threatened legal action. Two weeks later, the Town received payment.

The balance due as of this request is \$377,000 plus accrued interest. The request is for a payment schedule of:

\$50,000 by March, 2013;
\$50,000 by March, 2014;
\$50,000 by March, 2015; and
\$227,000 plus accrued interest by March, 2016.

Financial Impact:

The cost and revenue for this project is found in the non-potable budget. By deferring this payment into the future, the Town will not be able to access the full amount of reimbursement for another three years. But the interest rate is favorable to the Town.

While not critical as revenue, it would be beneficial to the Town to have this reimbursement paid off sooner than later.

Recommendation:

If Greenspire Metro District had a favorable payment history the recommendation would be for approval. But year after year, payments have not been on time and have resulted in Town Attorney communications. Based upon this history, it is difficult to provide a favorable recommendation.

If the Town Board is inclined to review favorably, direction should be provided to the Town Attorney to draft a Second Amendment based upon terms provided by the Board.

Besides extension of dates, some other terms could include providing more specifics in curtailing irrigation services as a penalty if payments are not made and/or other penalty payments if contractual payments are not made on time.

Attachments:

- 1) September, 2012 Greenspire Metro District Request Letter;
- 2) 2008 Greenspire Metro District Agreement;
- 3) 20101 Greenspire Metro District First Amendment Agreement

GARY R. WHITE
KRISTEN D. BEAR
WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA*
K. SEAN ALLEN
GEORGE M. ROWLEY**

WHITE • BEAR • ANKELE
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

CLINT C. WALDRON
NEIL RUTLEDGE
***ROBERT G. ROGERS
BRENT E. BUTZIN
J. TAYLOR BENSON

September 17, 2012

VIA ELECTRONIC MAIL & U.S. MAIL

Town of Windsor
Attn: Mr. Kelly Arnold, Town Manager
301 Walnut Street
Windsor, Colorado 80550

**Re: Greenspire Metropolitan District No. 1
Request for Extension of Payments Due Under Cost Sharing Agreement for
Pump Station**

Dear Kelly:

As you know, the Town of Windsor (the "Town") and the Greenspire Metropolitan District No. 1 (the "District") have agreed to share the costs of the pump station located on the northeast side of Windsor Lake. Under the terms of the current Cost Sharing Agreement, as amended, the remaining balance of the pump station cost is due on March 1, 2013. Unfortunately, the District does not have the funds to make this full payment, and has been relying on developer advances for all operational and capital costs to date (including the partial payments made to the Town for the pump station to date). Given the past and current market conditions, the District does not anticipate the situation improving anytime soon, and foresees a continued reliance upon these advanced funds.

We greatly appreciate the Town's cooperation and assistance with these partial payments to date and would request continued assistance during this difficult time. Accordingly, we respectfully request the extension of such partial payments for three more years. Specifically, we ask that payments of \$50,000 be made in each of the next three years (2013, 2014, and 2015), with the balance becoming due in the fourth year (2016).

We welcome further discussion on this matter, and would be happy to draft an amendment for the Board's consideration.

Mr. Kelly Arnold
RE: Greenspire Metropolitan District No. 1
September 18, 2012
Page 2 of 2

Thank you for your cooperation and consideration and I look forward to hearing from you.

Sincerely,

WHITE, BEAR & ANKELE
Professional Corporation

A handwritten signature in black ink, appearing to read "J. Taylor Benson", with a long horizontal flourish extending to the right.

J. Taylor Benson, for
Jennifer Gruber Tanaka

cc: Mr. Michael Job, General Manager
Ms. Lisa A. Johnson, District Manager
Ian McCargar, Town Attorney

INTERGOVERNMENTAL AGREEMENT
REGARDING
WINDSOR LAKE REGIONAL NON-POTABLE IRRIGATION SERVICE
(2008)

This INTERGOVERNMENTAL AGREEMENT REGARDING WINDSOR LAKE REGIONAL NON-POTABLE IRRIGATION SERVICE (the "Agreement") is entered into this 25th day of August 2008 by, between and among the GREENSPIRE METROPOLITAN DISTRICT NO. 1 (the "District"), GREENSPIRE METROPOLITAN DISTRICT NO. 2 ("District No. 2"), and GREENSPIRE METROPOLITAN DISTRICT NO. 3 ("District No. 3"), each quasi-municipal corporations and political subdivisions of the State of Colorado (collectively the "Districts"), and the TOWN OF WINDSOR, COLORADO a Colorado municipal corporation (the "Town"), individually referred to herein as a "Party" and collectively referred to herein as the "Parties".

RECITALS

WHEREAS, the Districts were organized and exist pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S, for the purpose of providing certain public improvements within the Districts' boundaries located in the Greenspire subdivision, including, without limitation, non-potable water systems, facilities and improvements, to property owners, residents and taxpayers of the Districts; and

WHEREAS, pursuant to article XIV, § 18(2)(a), of the Colorado constitution and § 29-1-203, C.R.S., local governments may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, including the sharing of costs; and

WHEREAS, on December 18, 2003, the Districts entered into a *District Facilities Construction and Service Agreement* (the "Master IGA") wherein the District is to own, operate, maintain and construct public improvements benefiting the Districts; and

WHEREAS, on December 13, 2004, the District and the Town entered into an *Intergovernmental Improvement Agreement* (the "Improvement IGA"), in which the parties addressed their relative responsibility for non-potable irrigation service to property within the Districts; and

WHEREAS, on March 14, 2005, the Town and the developer of the Greenspire subdivision, Lot Holding Investments, LLC (the "Developer") entered into a Development Agreement (the "Development Agreement") in which, among other things, the Developer agreed to construct a non-potable irrigation system serving the Greenspire subdivision, and agreed to provide suitable water to operate the system; and

WHEREAS, the District has received from the Developer fourteen (14) shares of the Kern Reservoir & Ditch Company (the "District Water") to enable the District to provide irrigation service to property within Greenspire subdivision; and

WHEREAS, pump station(s), including necessary appurtenances, are needed to pump water from Windsor Lake to the District's irrigation facilities and to the Town's irrigation facilities; and

WHEREAS, on January 22, 2007, the District, the Town and the Developer, entered into a letter of intent ("LOI") whereby the parties thereto agreed to cooperate in the construction of a single, shared pump station up to the meter vault (the "Pump Station") whereby the District will share the cost of construction by purchasing pumping capacity from the Town; and

WHEREAS, the Town has undertaken the construction of the Pump Station, and has agreed to serve the property currently within the boundaries of the Districts with non-potable irrigation water, and the Parties desire to set forth in this Agreement their understanding with respect to the Pump Station costs and irrigation water service.

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

TERMS AND CONDITIONS

1. EFFECT OF PRIOR AGREEMENTS. To the extent that any provisions contained in this Agreement which address the operation of the non-potable irrigation system for the Greenspire development conflict with the terms of the Improvement IGA, the Development Agreement or the LOI, the terms of this Agreement shall control and shall act to replace, in their entirety, the conflicting terms contained in the Improvement IGA, the Development Agreement or the LOI. Further, this Agreement shall act to affirm the provisions of the LOI which do not otherwise conflict with the provisions contained herein.

2. PUMP STATION. The Parties expect that the Pump Station will be operational for the 2008 irrigation season. The Town agrees to offer to the District, and the District agrees to purchase, sufficient pumping capacity within the Pump Station for the operation of the District's Irrigation Water System (as defined in the Improvements IGA), as outlined in the LOI.

3. DEDICATION OF DISTRICT WATER. Upon the execution of this Agreement, the District shall convey to the Town the District Water share certificates, subject to outstanding assessments and charges and, further, subject to an existing lease of 10.3 shares of the District Water in effect for calendar year 2008, but otherwise free and clear of liens and encumbrances created by District. The Town agrees that the conveyance of the District Water satisfies the irrigation water conveyance requirements of the *Windsor Municipal Code*, the Development Agreement and the Improvements IGA for development within the Greenspire subdivision as they currently exist and, further, satisfies any additional conveyance requirements adopted by the Town in the future.

4. PROVISION OF IRRIGATION WATER.

A. General. Although the Development Agreement and the Improvements IGA require the Developer and/or District to provide water for the operation of the Irrigation Water System, due to the transfer of the District Water to the Town, the Town hereby agrees to provide the District with sufficient irrigation water to irrigate the landscaped areas of the lots and tracts within the Greenspire subdivision as well as the tracts and open space areas specifically depicted on **Exhibit A**, attached hereto and incorporated herein by this reference. The Town agrees that irrigation water service requirements of the *Windsor Municipal Code*, the Development Agreement and the Improvements IGA are hereby satisfied. The Parties currently anticipate that the Pump Station will be operational on or before April 1, 2008. In the event the Pump Station is not operational by April 1, 2008 and the District requires irrigation water for landscaping, the Town shall provide the areas within the Greenspire subdivision with irrigation water through an alternate source until the Pump Station is operational at no cost to the District (exclusive of capital costs and meter costs). The Developer is deemed to be an intended third party beneficiary for purposes of enforcing the provisions of this Paragraph. In the event the provision of irrigation water will be interrupted for any purpose and the Town has advanced knowledge of such interruption, the Town shall advise the District of the timing and duration of the interruption at least five (5) days in advance and shall arrange for an alternate source of water for interruptions exceeding three (3) days at no additional cost to the District.

B. Water Rates. The Town shall bill the District for its water usage to the District's master meter, based upon the assumptions, results and recommendations as set forth in the Windsor Lake Regional Pump System Non-Potable Rate Study Report, dated June 17, 2008 (the "Report"). A copy of this Report is attached hereto and incorporated herein as **Exhibit B**. It is understood and agreed by the Parties that the rate for water usage for 2008 shall be established at sixty-five (65) percent of the Town's current charge for potable water. The Town shall advise the District of any change in this percentage rate on no more than an annual basis and such change shall be communicated to the District by no later than November 1 of each year. This annual rate shall be established by the Town based upon the methodology set forth in the Report and the continuing validity of the assumptions contained therein. Likewise, the Town shall advise the District of any change in the annual potable rate charged to in-Town water customers by no later than November 1 of each year. The Town hereby agrees to provide the District with water equal to the annual yield of fourteen (14) shares of Kern Reservoir & Ditch Company water. In the event a drought has been declared for the property within the Town, the Town may require the District to adhere to drought restrictions for any water in excess of the original fourteen (14) shares, and may impose drought related surcharges for the same in the same amounts charged to other Town users. The District shall not be required to pay a tap fee or other capital recovery costs related to water rights acquisition or initial system construction, except as specifically set forth in Paragraph 5, below. The District, and not the Town, shall bill irrigation water users within the boundaries of the Districts for water usage, capital costs and such other charges as may be authorized by law, service plan or agreement.

5. OWNERSHIP, OPERATION AND MAINTENANCE OF PUMP STATION.

A. Ownership of Pump Station. The Town shall own the Pump Station and shall assume all obligations, responsibilities and liabilities associated therewith. The District shall have no obligations, responsibilities or liabilities, financial or otherwise, with regards to the Pump Station whatsoever.

B. Operation and Maintenance of Pump Station. The Town shall operate and maintain the Pump Station in good working order and repair, sufficient to supply the water quantity and water pressure needed to operate the Irrigation Water System, including, but not limited to, staffing, utilities, insurance, and ordinary wear and tear repairs, to ensure that the Pump Station remains operational and in compliance with State and local regulations. The Town shall assume all responsibilities for paying the costs associated with the operation and maintenance of the Pump Station.

C. Capacity of Pump Station. The Parties hereby agree that the District's payment of the District's Share (as defined below) is sufficient consideration for the District to own fifty percent (50%) of the pumping capacity of the Pump Station. The District may sell all or any portion of its capacity to the Town in the future in its discretion should the need arise.

6. PAYMENT OF DISTRICT'S SHARE OF PUMP STATION. Upon completion of the Pump Station, the District shall reimburse the Town Six Hundred Fifty-Two Thousand Five Hundred Ninety-Two Dollars and Fifty-One Cents (\$652,592.51) within seventy-five (75) days of demand by the Town, which amount represents the fifty percent (50%) of the cost of construction of the Pump Station less amounts already paid to the Town for costs incurred to date (the "District's Share"). In addition, the District agrees to pay fifty percent (50%) of the water rate study performed by TST, Inc. for the purpose of verifying the fees set forth in Exhibit B, attached hereto. The District shall reimburse the Town for this amount within seventy-five (75) days of demand by the Town. Payment of the District's Share shall satisfy the capacity purchase requirements of the LOI. The District shall not be obligated to reimburse the Town for costs that are not reasonable or necessary for the District's Irrigation Water System.

7. FUNDING APPROPRIATED. Notwithstanding any other term or condition of this Agreement, it is expressly understood and agreed that the Parties' obligations hereunder shall extend only to monies appropriated for the purposes of this Agreement by the governing body of the Town and the District and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Parties, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20, or Article XI, Sections 1, 2 or 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District or Town funds, nor shall any provision of this Agreement restrict the future issuance of bonds or obligations payable from any class or source of District or Town funds.

8. INDEMNIFICATION. To the extent permitted by law, and without waiving and rights or privileges afforded under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., the Parties hereby agree to indemnify and hold harmless each other, their successors, assigns and legal substitutes, against all liabilities, losses and/or damages of any kind arising out of claims, demands, costs, judgments, and/or other expenses associated with any act or omission of the offending Party, its contractors, employees, agents, successors or assigns, in the construction, ownership, operation or maintenance of the Pump Station; the foregoing specifically includes, without limitation, attorneys' fees. Any and all damage or incidents must be reported to the non-offending Party immediately after its occurrence.

9. NOTICES. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to or delivered to either Party, by the other Party, shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the Party to whom it is addressed or in lieu of such personal services, upon receipt in the United States' mail, first-class postage prepaid, addressed to the following:

To the Districts:

Greenspire Metropolitan District Nos. 1-3
c/o Ron Schneider, Manager
301 Centennial Drive
Milliken, Colorado 80543

With a copy to:

Jennifer Gruber Tanaka, Esq.
White, Bear and Ankele Professional Corporation
1805 Shea Center Drive, Suite 100
Highlands Ranch, Colorado 80129

To the Town:

Town Administrator
Town of Windsor
301 Walnut Street
Windsor, Colorado 80550

With a copy to:

John Frey, Esq.
Windsor Town Attorney
c/o Frey, McCargar & Plock, LLC
The Historic Harmony Mill
131 Lincoln Avenue, Suite 100
Fort Collins, Colorado 80524

Any Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Party in the manner provided in this Paragraph.

10. NO THIRD PARTY BENEFICIARIES. Except as specifically provided herein, it is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

11. ASSIGNMENT. Neither Party may assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other Party.

12. AMENDMENT AND MODIFICATION. This Agreement may be amended or modified only in writing signed by both Parties.

13. BINDING EFFECT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the Parties hereto.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties relating to the Pump Station and sets forth the rights, duties and obligations of each Party to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by the Parties.

15. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force as if the severed portions had not been part of this Agreement, provided that the Parties both agree that the severed provision does not alter the intent and/or purpose of the Agreement.

16. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

17. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

18. GOVERNMENTAL IMMUNITY. Nothing herein shall be construed as a waiver of the rights and privileges of the Town or the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

19. COUNTERPART EXECUTION. This 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GREENSPIRE METROPOLITAN DISTRICT NO.
1, a quasi-municipal corporation and political
subdivision of the State of Colorado

President

ATTEST:

GREENSPIRE METROPOLITAN DISTRICT NO.
2, a quasi-municipal corporation and political
subdivision of the State of Colorado

President

ATTEST:

GREENSPIRE METROPOLITAN DISTRICT NO.
3, a quasi-municipal corporation and political
subdivision of the State of Colorado

President

ATTEST:

TOWN OF WINDSOR, a Colorado
municipal corporation

John S. Veingman

Mayor



ATTEST:

Cathy K. Kennedy

Town Clerk

APPROVED AS TO FORM
AND CONTENT

[Signature]

Town Administrator

APPROVED AS TO FORM

[Signature]

Town Attorney
Jan D. McCaughey

EXHIBIT A
Greenspire Subdivision Irrigation Property

EXHIBIT B
Water Rate Study Report

TOWN OF WINDSOR

RESOLUTION NO. 2008- 66

BEING A RESOLUTION RATIFYING, APPROVING, AND CONFIRMING THE TERMS AND CONDITIONS OF THE INTERGOVERNMENTAL AGREEMENT REGARDING WINDSOR LAKE REGIONAL NON-POTABLE IRRIGATION SERVICE (2008) BETWEEN AND AMONG THE TOWN OF WINDSOR, COLORADO, GREENSPIRE METROPOLITAN DISTRICT NO. 1, GREENSPIRE METROPOLITAN DISTRICT NO. 2 AND GREENSPIRE METROPOLITAN DISTRICT NO. 3

IT IS HEREBY RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. That the Town of Windsor hereby ratifies, approves and confirms the terms and conditions of the Intergovernmental Agreement Regarding Windsor Lake Regional Non-Potable Irrigation Service (2008) dated the 25th day of August, 2008, between and among the Town of Windsor, Colorado, Greenspire Metropolitan District No. 1, Greenspire Metropolitan District No. 2 and Greenspire Metropolitan District No. 3, a copy of which is attached hereto and made a part hereof.

2. That the Town of Windsor hereby authorizes the Mayor of the Town to execute said Intergovernmental Agreement on behalf of the Town.

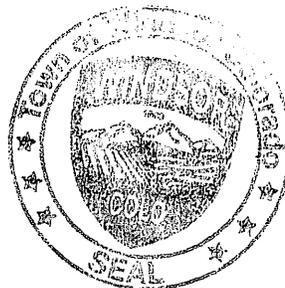
Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 25th day of August, 2008.

TOWN OF WINDSOR, COLORADO

By *Robert A. Vinquist*
Mayor

ATTEST:

Cathy M. Kennedy
Town Clerk



FIRST ADDENDUM TO
INTERGOVERNMENTAL AGREEMENT
REGARDING
WINDSOR LAKE REGIONAL NON-POTABLE IRRIGATION SERVICE

This FIRST ADDENDUM to the "INTERGOVERNMENTAL AGREEMENT REGARDING WINDSOR LAKE REGIONAL NON-POTABLE IRRIGATION SERVICE" (the "First Addendum") is entered into this 11th day of March 2010 by, between and among the GREENSPIRE METROPOLITAN DISTRICT NO. 1 (the "District"), GREENSPIRE METROPOLITAN DISTRICT NO. 2 ("District No. 2"), and GREENSPIRE METROPOLITAN DISTRICT NO. 3 ("District No. 3"), each quasi-municipal corporations and political subdivisions of the State of Colorado (collectively the "Districts"), and the TOWN OF WINDSOR, COLORADO a Colorado municipal corporation (the "Town"), individually referred to herein as a "Party" and collectively referred to herein as the "Parties".

RECITALS

WHEREAS, the Districts were organized and exist pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S, for the purpose of providing certain public improvements within the Districts' boundaries located in the Greenspire subdivision, including, without limitation, non-potable water systems, facilities and improvements, to property owners, residents and taxpayers of the Districts; and

WHEREAS, pursuant to article XIV, § 18(2)(a), of the Colorado constitution and § 29-1-203, C.R.S., local governments may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, including the sharing of costs; and

WHEREAS, on August 1, 2008, the Parties entered into an *Intergovernmental Agreement Regarding Windsor Lake Regional Non-Potable Irrigation Service* (the "Agreement"), in which the Parties addressed their relative responsibility for non-potable irrigation service to property within the Districts, which, among other things, set forth the Districts' obligation to reimburse the Town for pump station construction costs (defined in the Agreement as the "District's Share"); and

WHEREAS, the Parties have discussed alternative payment terms for the District's Share, and have agreed that the payment terms of the Agreement should be modified.

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

TERMS AND CONDITIONS

1. REPLACEMENT OF PARAGRAPH 6 OF THE AGREEMENT. Paragraph 6 of the Agreement shall be deleted in its entirety and replaced with the following:

“6. PAYMENT OF DISTRICT’S SHARE OF PUMP STATION.

A. District’s Share. The Parties agree that the District shall reimburse the Town Six Hundred Fifty-Two Thousand Five Hundred Ninety-Two Dollars and Fifty-One Cents (\$652,592.51), which amount represents fifty percent (50%) of the cost of the construction of the Pump Station, less any amounts paid to the Town prior to the date of the Agreement (the “District’s Share”). The Parties acknowledge that, as of the date of the First Addendum, the District has made good faith payments to the Town in the total amount of One Hundred Fifty Thousand Dollars (\$150,000), thus, bringing the total outstanding District’s Share, as of the date of the First Addendum, to Five Hundred Two Thousand Five Hundred Ninety-Two Dollars and Fifty-One Cents (\$502,592.51) (the “Remaining District’s Share”). The Parties hereby agree that, on or before April 1, 2010, the District shall pay to the Town Twenty-Five Thousand Dollars (\$25,000) plus any interest accrued on the Remaining District’s Share from August 1, 2008 through April 1, 2010 at the rate of prime (as established by the Wall Street Journal), plus one percent (1%), which amount totals \$45,332.50. Thereafter, the District shall pay to the Town Fifty Thousand Dollars (\$50,000) on or before March 1, 2011 and the District shall pay to the Town Fifty Thousand Dollars (\$50,000) on or before March 1, 2012. On March 1, 2013, any unpaid and outstanding amounts due under the Remaining District’s Share shall be due and payable to the Town in its entirety, including any interest accrued thereon pursuant to subparagraph 6.B., below. In the event the District issues general obligation or revenue bonds while there are any unpaid and outstanding amounts due under the Remaining District’s Share, the District hereby agrees that the net proceeds of such bonds shall be used to pay the any remaining balance in full.

B. Interest. Throughout the time when any amounts are outstanding under the Remaining District’s Share, interest shall accrue on the outstanding amounts at the rate of prime (as established by the Wall Street Journal), plus one percent (1%). The Parties hereby agree that the District shall be entitled to prepay any or all of the Remaining District’s Share without any prepayment penalty.

C. Water Rate Study. In addition to the above, the District agrees to pay fifty percent (50%) of the water rate study performed by TST, Inc., for the purpose of verifying the fees set forth in Exhibit B, attached hereto. The District shall reimburse the Town for this amount in the same manner as established for the District’s Share with any amounts due and owing being paid by no later than March 1, 2013.

D. Satisfaction of Capacity Purchase. The Parties agree that payment of the District’s Share (which includes the Remaining District’s Share) shall satisfy the capacity purchase requirements of the LOI. The District shall not be obligated to reimburse the Town for costs that are not reasonable or necessary for the District’s Irrigation Water System.”

2. FUNDING APPROPRIATED. Notwithstanding any other term or condition of this First Addendum, it is expressly understood and agreed that the Parties' obligations hereunder shall extend only to monies appropriated for the purposes of this First Addendum by the governing body of the Town and the Districts and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this First Addendum shall be construed or interpreted as a delegation of governmental powers by the Parties, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Districts or statutory debt limitation, including, without limitation, Article X, Section 20, or Article XI, Sections 1, 2 or 6 of the Constitution of the State of Colorado. No provision of this First Addendum shall be construed to pledge or to create a lien on any class or source of Districts or Town funds, nor shall any provision of this First Addendum restrict the future issuance of bonds or obligations payable from any class or source of District or Town funds.

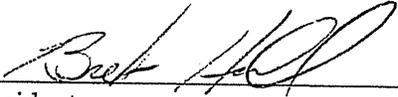
3. AGREEMENT IN FULL FORCE AND EFFECT. The Parties ratify and confirm the Agreement and agree that it remains in full force and effect except as amended by this First Addendum.

4. COUNTERPART EXECUTION. This First Addendum 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].

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GREENSPIRE METROPOLITAN DISTRICT NO.
1, a quasi-municipal corporation and political
subdivision of the State of Colorado



President

ATTEST:



GREENSPIRE METROPOLITAN DISTRICT NO.
2, a quasi-municipal corporation and political
subdivision of the State of Colorado

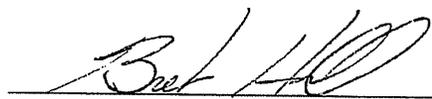


President

ATTEST:



GREENSPIRE METROPOLITAN DISTRICT NO.
3, a quasi-municipal corporation and political
subdivision of the State of Colorado



President

ATTEST:





MEMORANDUM

Date: November 19, 2012
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk
Re: Outside Agency Funding – Draft Applications
Item #: Work Session - 3

Background / Discussion:

Pursuant to direction by the Town Board at the November 5, 2012 work session, staff has worked on creating a standardized Outside Agency Funding Application process. The documents attached are a combination of the 2008 Town of Windsor Community Grant Program application along with a few others that were discovered during staff research. There are three documents attached; a “Short Form” for requests of \$1,000 or less, a “Long Form” for requests over \$1,001, and a “Final Report Form” that outlines the reporting requirements for those that receive Town of Windsor funds. Below are items that the Town Board directed to be included in the applications:

- Allow for applicants that are not a 501(c)(3) to be considered for funding
- Request applicants to show how the receipt of funds would benefit the community
- Create standard reporting requirements for applicants and those receiving funds
- Documentation noting if other charities had been approached by the applicant and the amount of funds committed by those other entities
- Provide two types of applications; those that are requesting \$1,000 or less and another for those requesting \$1,001 or more
- Applicants requesting \$1,000 or less are only required to submit receipts totaling the amount funded
- Applicant is to display financial need and justify the request

Staff is prepared to implement comments and recommendations to the draft forms as the Town Board directs.

Relationship to Strategic Plan: Build Community Spirit and Pride

Attachments:

Town of Windsor Short Form
Town of Windsor Long Form
Town of Windsor Final Report Form



COMMUNITY GRANT PROGRAM

FINAL REPORT

DRAFT



**Town of Windsor Grant Final Report
Cover Sheet for Short & Long Form**

ORGANIZATION NAME: _____

MAILING ADDRESS: _____

PHYSICAL ADDRESS: _____

ORGANIZATION DIRECTOR/PRESIDENT: _____

GRANT CONTACT: _____

DAYTIME PHONE: _____ **CELL PHONE:** _____

FAX: _____ **EMAIL:** _____

WEBSITE ADDRESS: _____

FEDERAL IDENTIFICATION NUMBER: _____

AMOUNT REQUESTED: \$ _____ **AMOUNT GRANTED: \$** _____

FISCAL YEAR END: _____

DATES COVERED BY THIS GRANT: From _____ To _____

BRIEF DESCRIPTION OF REQUEST:

I hereby certify that the above and attached statements are true and accurate.

Signature, Director/President

Date

***Town of Windsor Grant Final Report
Instructions for Standard (Long Form) Grant Application***

If you received a grant for \$1,001 or more, please use this form. Reference your written grant when answering these questions. It may be easier to cut and paste in previously written goals and objectives from the application submitted and then expand on results, outcomes, and other findings. Make sure to include the grant cover sheet in your report.

- I. Narrative – maximum of four (4) pages, exclusive of attachments
 - A. Results/Outcomes
 - 1. Describe the progress made toward the stated goals and objectives related to this specific grant. Include the goals and objectives stated from your grant application in the response.
 - 2. What difference did this grant make in the community and for those affected by the grant? Discuss the evidence of effect (i.e. numbers served, demographic information, survey results, etc.)
 - 3. Were there any unanticipated results, either positive or negative? If yes, please describe the implications.
 - 4. Describe collaborations, if any, related to the work funded by this grant and how it impacted your efforts.
 - 5. Did any external or environmental factors affect the achievement of your project/program or organizational goals? If yes, how did you address those issues?
 - 6. If you will be continuing with the project or program, what are the plans for sustaining or expanding along with a future funding plan? If the project/program is being discontinued, what factors led to that decision?
- II. Financials
 - A. Include your organizational budget or program budget (revenue and expenses).
 - 1. Itemize expenditures covered by grant and amount actually spent.
 - 2. If there were any major variances in the original budget submitted, please explain.
 - B. If you are not a 501(c)(3), include copies of all receipts for expenses.

Town of Windsor Grant Final Report
Instructions for Standard Short Form Grant Application

If you received a grant for \$1,000 or less, you may use this form. Complete the grant report cover sheet and include a 1 to 2 page letter outlining your grant accomplishments. Your letter should incorporate the information below as it pertains to your grant.

- I. Narrative
 - A. Results/Outcomes
 - B. Lessons Learned
 - C. Future Plans

- II. Financials
 - A. All receipts for the amount of grant funds dispersed must be attached.



COMMUNITY GRANT PROGRAM
STANDARD (LONG FORM)
INFORMATION AND APPLICATION

Standard (Long) Form Grant Application Requirements

Please read the requirements carefully to ensure that your application is in compliance and complete. Be specific and concise in your answers. The long form is required for grant requests of \$1,001 or more.

GUIDELINES

1. The Town of Windsor supports organizations that enhance the quality of life in Windsor, Colorado. This includes groups that provide programs or services in areas such as arts and culture, health and human services, education, and amateur sports.
2. Applicants should be tax exempt under the provisions of section 501(c)(3) of the Internal Revenue Code. Other nonprofit entities demonstrating a need will be considered on a case-by-case basis.
3. The Town of Windsor will fund specific projects and programs that have measurable results (evidence of productivity, change in numbers, etc.).
4. The services and programs are need-based, nondiscriminatory, and provided to the citizens of Windsor.
5. The services and programs are provided through a means that are more cost effective than the Town could provide and supplement or extend services currently provided by the Town of Windsor.
6. Operational funding requests will be considered; however, the Town of Windsor will not provide sustaining funds (multiple year commitments) to organizations.
7. Organizations receiving funding in the past must have current progress and/or final reports on file with the Town of Windsor in order to be eligible for the following year.
8. Grant recipients must complete and return a Final Report within one year of grant receipt.
9. If an organization receives duplicate funding for a request, the Town of Windsor funds must be returned. For example, if a project/program budget is \$5,000 and the Town of Windsor and another organization both award \$5,000 to the same project/program, the Town of Windsor funds must be returned.
10. The use of funds must support the Town of Windsor's Strategic Plan.

Please submit this application according to the directions.

FORMAT

- Follow the outline provided and respond to all questions in the order presented in the number of pages indicated.
- The "Organizational Summary" page is the cover page of your application. Do not include a separate cover letter.
- Number each page of your request.
- Be sure to include required attachments.

Standard (Long) Form Grant Application Outline

Please read the guidelines carefully to ensure you are complying with the submission requirements.

- I. Complete Organizational Summary
- II. Organizational Information – 2 pages maximum
 - a. Describe the mission of the organization and briefly outline the organization's goals.
 - b. Briefly describe the history of the organization. Include the year it was established.
 - c. Describe current programs or activities, accomplishments, financial status, and governance structure.
 - d. Describe the steps your organization has made to becoming self-supporting.
 - e. Describe how your organization is collaborating with other organizations.
 - f. Include an estimate of volunteer hours in 2013 from all volunteers, including board members.
- III. Purpose of Grant – 2 pages maximum
 - a. Describe the project/program to be funded, including a needs statement.
 - b. Describe the goals and objectives of the grant.
 - c. Describe the timetable for implementing this project/program.
 - d. How does this project/program benefit the local community? How many people will be impacted?
 - e. Include a list of all entities asked to give financial support to the proposed project, including the responses to date and dollar amounts committed.
 - f. What are the long-term sources/strategies for funding beyond the grant funds received?
 - g. Why should the Town of Windsor provide funding to your organization? How does the requested funding support the Town of Windsor Strategic Plan?
 - h. Are you funded by other sources? If so, what are the sources?
- IV. Evaluation – 1 page maximum
 - a. What are the expected results during your funding period?
 - b. How will you define and measure results?
 - c. How will the project's results be used and/or disseminated?
 - d. List dates that the Town of Windsor can expect to receive a preliminary or final report.
- V. Attachments
 - a. Organizations annual budget for fiscal year 2013.
 - b. Most recent year-to-date financial statements.
 - c. Current year balance sheet.
 - d. Audited financial statement of most recent year.
 - e. Copy of 501(c)(3) documentation.
 - f. Organizational chart – including executive director, staff, and volunteers.
 - g. List of board of directors, occupations, and board member donations.



Standard (Long) Form Grant Application

ORGANIZATION NAME: _____

MAILING ADDRESS: _____

PHYSICAL ADDRESS: _____

ORGANIZATION DIRECTOR/PRESIDENT: _____

GRANT CONTACT: _____

DAYTIME PHONE: _____ **CELL PHONE:** _____

FAX: _____ **EMAIL:** _____

WEBSITE ADDRESS: _____

FEDERAL IDENTIFICATION NUMBER: _____

IS THE ORGANIZATION TAX EXEMPT UNDER THE PROVISIONS OF SECTION 501(c)(3) OF THE INTERNAL REVENUE CODE? _____

PURPOSE OF GRANT:

- Agency Support as a whole
- Marketing Support
- Special Program or Projects
- Capital Expenditure
- Seed, start-up or development costs
- Technical assistance

TYPE OF AGENCY:

- Arts & Culture
- Health & Human Services
- Education
- Environment
- Sports/Recreation
- Other: _____

AMOUNT OF REQUEST: \$ _____ **FISCAL YEAR END:** _____

BRIEF DESCRIPTION OF REQUEST:

2012 Actual Revenues: \$ _____
2013 Budgeted Revenues: \$ _____

2012 Actual Expenses: \$ _____
2013 Budgeted Expenses: \$ _____

Signature, Director/President

Date



*Standard (Long) Form Grant Application
Checklist*

Included	Not applicable	
		Organizational Summary
		Organizational Information
		Purpose of Grant
		Evaluation
		Attachment A – 2013 Annual Budget
		Attachment B – Most Recent Year-to-Date Financial Statements
		Attachment C – Current Year Balance Sheet
		Attachment D – Audited Financial Statement
		Attachment E – 501(c)(3) Documentation
		Attachment F – Organizational Chart
		Attachment G – Board of Directors
		All required information is included in grant application packet



COMMUNITY GRANT PROGRAM
SHORT FORM
INFORMATION AND APPLICATION

Short Form Grant Application Requirements

Please read the requirements carefully to ensure that your application is in compliance and complete. Be specific and concise in your answers. The short form is required for grant requests of \$1,000 or less.

Along with the Grant Application Form, submit a one (1) page cover letter providing a brief overview of your organization which outlines your request and clearly states your goals and objectives. This information should also include a justification of the request explaining the financial need.

GUIDELINES

1. The Town of Windsor supports organizations that enhance the quality of life in Windsor, Colorado. This includes groups that provide programs or services in areas such as arts and culture, health and human services, education, and amateur sports.
2. Applicants should be tax exempt under the provisions of section 501(c)(3) of the Internal Revenue Code. Other nonprofit entities demonstrating a need will be considered on a case-by-case basis.
3. The Town of Windsor will fund specific projects and programs that have measurable results (evidence of productivity, change in numbers, etc.).
4. The services and programs are need-based, nondiscriminatory, and provided to the citizens of Windsor.
5. The services and programs are provided through a means that are more cost effective than the Town could provide and supplement or extend services currently provided by the Town of Windsor.
6. Operational funding requests will be considered; however, the Town of Windsor will not provide sustaining funds (multiple year commitments) to organizations.
7. Organizations receiving funding in the past must have current progress and/or final reports on file with the Town of Windsor in order to be eligible for the following year.
8. If an organization receives duplicate funding for a request, the Town of Windsor funds must be returned. For example, if a project/program budget is \$5,000 and the Town of Windsor and another organization both award \$5,000 to the same project/program, the Town of Windsor funds must be returned.
9. The use of funds must support the Town of Windsor's Strategic Plan.
10. Recipients must attach receipts to the Final Report which identify how all the funds distributed by the Town of Windsor were spent.



Short Form Grant Application

ORGANIZATION NAME: _____

MAILING ADDRESS: _____

PHYSICAL ADDRESS: _____

ORGANIZATION DIRECTOR/PRESIDENT: _____

GRANT CONTACT: _____

DAYTIME PHONE: _____ **CELL PHONE:** _____

FAX: _____ **EMAIL:** _____

WEBSITE ADDRESS: _____

FEDERAL IDENTIFICATION NUMBER: _____

IS THE ORGANIZATION TAX EXEMPT UNDER THE PROVISIONS OF SECTION 501(c)(3) OF THE INTERNAL REVENUE CODE? _____

PURPOSE OF GRANT:

- Agency Support as a whole
- Marketing Support
- Special Program or Projects
- Capital Expenditure
- Seed, start-up or development costs
- Technical assistance

TYPE OF AGENCY:

- Arts & Culture
- Health & Human Services
- Education
- Environment
- Sports/Recreation
- Other: _____

AMOUNT OF REQUEST: \$ _____ **FISCAL YEAR END:** _____

BRIEF DESCRIPTION OF REQUEST:

2012 Actual Revenues: \$ _____
2013 Budgeted Revenues: \$ _____

2012 Actual Expenses: \$ _____
2013 Budgeted Expenses: \$ _____

Signature, Director/President

Date



MEMORANDUM

Date: November 12, 2012
To: Mayor and Town Board
Via: Work session packets, November 19, 2012
From: Ian D. McCargar, Town Attorney
Re: Review of Municipal Judge Request for Qualifications
Item #: 4

Background / Discussion:

In response to Town Board direction, staff issued a Request for Proposals seeking qualified candidates for appointment to the positions of Presiding Municipal Judge and Associate Municipal Judge for the judicial term commencing January 1, 2013. In response to the RFQ, the Town received 20 submittals by the close of business on the submittal date of November 9, 2012. Of the 20, twelve failed to demonstrate five years' combined experience in municipal court as a judge, prosecutor or defense attorney. Of the remaining 8 candidates, two were unclear or ambiguous as to their qualifications, and one had received an interview in 2010 without further interest by the Board. The remaining 5 clearly demonstrated their qualifications, and are strong candidates worthy of interviews:

- **Ablao, Teresa.** Current Windsor Associate Municipal Judge. Municipal Judge for Wellington since 2001. Municipal Prosecutor for Fort Collins from 1994 to 2010. Associate Municipal Judge in Timnath, 2002 to 2006. Currently an Assistant City Attorney for Loveland, advising Police, Fire, Code Enforcement, Liquor Licensing and Risk Management.
- **Knutson, Diane.** Extensive experience as a municipal judge in SW Colorado. Active in the Colorado Municipal Judges Association.
- **Manning, Michael.** Currently Windsor Presiding Municipal Judge. Municipal Judge in Windsor since 1974. Extensive experience, continuing education, professional memberships.
- **Sharma, Sunita.** 1997 to 2005, served as a prosecutor in Greeley Municipal Court. Municipal Judge in Gilcrest from 2005-2007. Relief Municipal Prosecutor in Loveland from 2007 to 2011. Currently Milliken prosecutor.
- **Wallace, William.** Assistant City Attorney for Thornton, Brighton and Fort Lupton. Prosecutor in Thornton Municipal Court from 1973 to 1985. Prosecutor and City Attorney for Fort Lupton from 1994 to 2012.

I recommend the Town Board interview these five candidates during the work session scheduled for December 3, 2012.

Attached is a set of questions approved for and used during the 2010 interviews. The thought at that time was that each candidate should respond to an identical set of questions from the Town Board. Staff is prepared to amend or modify the attached questions, if the Town Board so directs, or abandon this approach altogether if so instructed.

Financial Impact: None other than previously budgeted for 2013.

Relationship to Strategic Plan: Safe and Secure Windsor

Recommendation: Direct staff to notify the five interview candidates of December 3, 2012, work session. Direct staff to thank all others for their interest. Approve roster of questions for interview candidates.

Attachments:

- Alphabetical listing of submittals provided.
- Roster of interview questions from 2010.

**SUGGESTED INTERVIEW QUESTIONS, MUNICIPAL COURT JUDGE
CANDIDATES
(November, 2010)**

1. Is there anything in your background or experience that you feel makes you the ideal candidate for this position? What and why?
2. Are there any particular problems in Windsor that you feel can be fixed by the Municipal Court?
3. What is your impression of Windsor?
4. How does the court impact, influence or uphold community values?
5. Do you consider the relationship between the Municipal Judge and the Town Board to be that of employer-employee? Why/why not?
6. Describe the role of a judge in relation to:
 - a. the parties in any random case; and
 - b. Town officials (Mayor, Town Manager, Chief of Police, Town employees).
7. Is night court something you prefer, would rather change or are neutral about?
8. Do you have any objection to being assigned staff for the Municipal Court Clerk's Office by the Town Manager, rather than choosing your own clerical staff?
9. When presiding over a criminal trial, do you think the prosecution and the defense are on equal footing in all respects when the trial begins? Are there any areas where the defense has greater advantage than the prosecution? Are there any areas where the prosecution has greater advantage than the defense?
10. Describe your courtroom protocol - - how do you run your courtroom?
11. What is your approach to enforcing orders, following up on folks who don't appear when summoned or fail to comply with sentencing orders?

AREAS TO AVOID:

Political party affiliation, religious affiliation

Specific types of cases, specific fact situations

Specific persons or parties

Second-guessing decisions already made by municipal court

Questions personal to the candidate ("*If your son was stopped for a DUI, would you...?*")

Alphabetical Listing of Windsor Municipal Judge Submissions, November 9, 2012

REQUIRED QUALIFICATIONS, ACCORDING TO THE RFQ:

In order to qualify for consideration for this position, a person must be an attorney in good standing admitted to the practice of law in the State of Colorado, and **must demonstrate no less than five (5) combined years of experience prosecuting, defending and/or serving as a judge in a municipal court within the State** of Colorado.

SUBMITTALS THAT DID NOT DEMONSTRATE QUALIFICATIONS ABOVE:

Ayraud, David. Submittal does not demonstrate required experience in municipal court.

Crowther, Matthew. Submittal does not demonstrate required experience in municipal court.

Dauster, Peter. Submittal does not demonstrate required experience in municipal court.

Goff, Linda. Submittal does not demonstrate required experience in municipal court (four years in Greeley, '04 – '08)

Joaquin, Thomas. Submittal does not demonstrate required experience in municipal court.

Leier, Kent. Submittal does not demonstrate required experience in municipal court.

Lucas, Carrie. Submittal does not demonstrate required experience in municipal court.

McKnight, Robert. Submittal does not demonstrate required experience in municipal court.

Melusky, David. Submittal does not demonstrate required experience in municipal court.

Schwartz, Allen. Submittal does not demonstrate required experience in municipal court.

Sumner, Jerry. Submittal does not demonstrate required experience in municipal court.

Vidergar, Cyril. Submittal does not demonstrate required experience in municipal court.

SUBMITTALS STRONGLY DEMONSTRATING THE ABOVE QUALIFICATIONS:

Ablao, Teresa. Currently our Associate Municipal Judge. Municipal Judge for Wellington since 2001. Municipal Prosecutor for Fort Collins from 1994 to 2010. Associate Municipal Judge in Timnath, 2002 to 2006. Currently an Assistant City Attorney for Loveland, advising Police, Fire, Code Enforcement, Liquor Licensing and Risk Management.

Knutson, Diane. Extensive experience as a municipal judge in SW Colorado. Active in the Colorado Municipal Judges Association

Manning, Michael. Currently our Presiding Municipal Judge. Municipal Judge in Windsor since 1974. Extensive experience, continuing education, professional memberships.

Sharma, Sunita. 1997 to 2005, served as a prosecutor in Greeley Municipal Court. Municipal Judge in Gilcrest from 2005-2007. Relief Municipal Prosecutor in Loveland from 2007 to 2011. Currently Milliken prosecutor.

Wallace, William. Assistant City Attorney for Thornton, Brighton and Fort Lupton. Prosecutor in Thornton Municipal Court from 1973 to 1985. Prosecutor and City Attorney for Fort Lupton from 1994 to 2012.

SUBMITTALS MARGINALLY DEMONSTRATING THE ABOVE QUALIFICATIONS:

Easley, John. Has the experience required. Interviewed in 2010, but not considered for the position.

Kamada, Ryan. Only his cover letter refers to trial experience as a defense lawyer in municipal courts. No judicial experience. Resume lacks focus on municipal court experience - - since '07, domestic relations, office of Child's Representative (D&N contract) and "family and criminal cases" with his current firm.

Troudt Riley, Kathie. Submittal demonstrates some experience as a defense lawyer in municipal court, but no clear reference to five years' experience. No judicial experience in municipal court.



FUTURE TOWN BOARD MEETINGS

Work Sessions & Regular Meetings will be held in the Board Chambers unless otherwise noted.

November 26, 2012 6:15 p.m.	Mayor & Town Board meet with Windsor Boy Scouts First floor conference room
November 26, 2012 7:00 p.m.	Town Board Meeting
November 26, 2012 Following Town Board Meeting	Town Board Work Session Davis Seepage Pipe
December 3, 2012 6:00 p.m.	Town Board Work Session Outside agency funding application wrap up (tentative) Municipal Judge candidate interviews; discussion and direction to staff
December 10, 2012 5:30 p.m.	Board/Manager/Attorney Monthly Meeting
December 10, 2012 7:00 p.m.	Town Board Meeting
December 17, 2012 6:00 p.m.	Town Board Work Session Residential street speed limit discussion – J. Michaels, D. Wagner
December 24, 2012	Town Board Meeting – Cancelled
December 31, 2012	New Year's Eve – Town Hall closed
January 7, 2013 6:00 p.m.	Town Board Work Session
January 14, 2013 5:30 p.m.	Board/Manager/Attorney Monthly Meeting
January 14, 2013 7:00 p.m.	Town Board Meeting Kern Board Meeting
January 21, 2013 6:00 p.m.	Town Board Work Session
January 28, 2013 6:00 p.m.	Town Board Work Session
January 28, 2013 7:00 p.m.	Town Board Meeting

Additional Events

November 30, 2012 11:30 a.m. – 12:30 p.m.	I25-SH392 Ribbon Cutting ceremony Attending: Jeremy Rose, Don Thompson, Robert Bishop-Cotner, Myles Baker, Kristie Melendez, John Vazquez, Ivan Adams
December 14, 2012 6:00 p.m. – 9:00 p.m. Community Recreation Center	Town of Windsor – End of the Year Banquet

Future Work Session Topics

Golf carts follow up
Park Regulations
Special Event Liquor Licensing