



TOWN BOARD WORK SESSION
April 1, 2013 – 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. Windshire Metropolitan District exclusion request – I. McCargar
- 6:15 p.m. 2. Great Western Metropolitan District inclusion request – I. McCargar
- 7:00 p.m. 3. CRC Expansion Feasibility follow up – M. Chew
- 7:30 p.m. 4. NLC Congressional City Conference recap – Town Board
No packet materials included
- 7:40 p.m. 5. Future Meetings Agenda



MEMORANDUM

Date: March 28, 2013
To: Mayor and Town Board
Via: Work session materials, April 1, 2013
From: Ian D. McCargar, Town Attorney
Subject: Windshire Metropolitan District property exclusion presentation
Item #: 1

Background / Discussion:

The Windshire Metropolitan District will be providing information in support of its request for administrative approval of an amendment to its Service Plan, the purpose of which is to exclude two platted lots in the Windshire Subdivision from its District boundaries. The District's lawyer, David S. O'Leary, will be making this presentation and providing the background for you.

By way of introduction, the proposed exclusion area consists of two lots sold by the developer to the Windsor Housing Authority and a related limited liability company for development of the Housing Authority's workforce housing project. The purchase and sale agreement included a requirement that the District seek exclusion of this property from its boundaries, so that these two lots would not be subject to the District's taxing and assessment powers. Apparently, this is due to investor requirements. Mr. O'Leary will point out that the ownership of these lots by a tax-exempt entity means the District cannot assess property tax levies on them anyway, so the exclusion of them from the District does not materially affect the District's operations. In this sense, Mr. O'Leary will be asking the Town Board to consider this as a "non-material" modification to the District's Service Plan. By statute, non-material modifications to metropolitan district service plans can be handled administratively without statutory public hearings.

Financial Impact: NONE - no revenue or expense associated with Metropolitan District activity

Relationship to Strategic Plan: Quality development, managed growth

Recommendation: Consider District's request; conclude "non-material" change to Service Plan; instruct staff to administratively approve exclusion request.

Attachments:

Letter from David S. O'Leary dated March 21, 2013; map of proposed exclusion area

March 21, 2013

VIA EMAIL

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

Ian D. McCargar, Esq.
FREY McCARGAR PLOCK & ROOT, LLC
Town Attorneys, Windsor, Colorado
131 Lincoln Avenue, Suite 100
Fort Collins, CO 80524

**RE: Windshire Park Metropolitan District No. 2 – Exclusion of Property
Windsor Housing Authority District Boundary Modification**



**DUFFORD
& BROWN**
ATTORNEYS AT LAW

doleary@duffordbrown.com

Dear Kelly and Ian:

Per my conversations with Ian regarding the property within the Windshire Park Subdivision known as Lots 1 and 2, Block 32 of the Windshire Park Subdivision, the Windsor Housing Authority, LLC and its affiliated entity Windsor Meadows, LLLP (collectively, the “Housing Authority”) petitioned Windshire Park Metropolitan District No. 2 (the “District”) with a request to exclude this property from the boundaries of the District and assistance in processing the exclusion and boundary modifications with the District, Town, and District Court.

The Service Plan for the District was originally approved by the Town on July 11, 2005 and amended on August 28, 2006. I have included a copy of the District Boundary Map and Town IGA for your easier reference. I have summarized the relevant provisions of the Service Plan regarding the exclusion of property below (but will send the entire plan by separate e-mail).

As I discussed with Ian, the Housing Authority is a tax exempt entity which would not be impacted by the District or Town mill levies or taxes. As such, there will be no financial harm to the existing property owners, the District or the Town by excluding this tax exempt property from the Districts. The public improvements and operations of the District will continue without interruption or negative impact of this exclusion of property.

A. Service Plan. Chapter I, Section A(3), Configuration of Districts, on page 8 of the District’s Service Plan (a copy of which is attached for your reference) provides:

“....Any changes in the boundaries of either the Service District or the Financing District **shall be approved administratively** on the condition that all property originally in one of the districts remains in one of the Windshire Park Metropolitan Districts. Otherwise,

Mr. Kelly Arnold

Mr. Ian D. McCargar, Esq.

RE: Windshire Park Metropolitan District No. 2 - Exclusion

March 21, 2013

Page 2

the inclusion or exclusion of any property into or from the boundaries of the Districts shall be **subject to the prior approval of the Board of Trustees for the Town of Windsor....**”; and

“....Property may also be excluded from the District. **The Boards of the Districts will have discretion to approve inclusions or exclusions without an amendment or modification of the Service Plan, subject to all limitations and Town Approvals set forth in the Town IGA....**”

B. Town IGA. There does not seem to be provisions in the Town IGA, dated December 28, 2005, which provide additional limitations or conditions on exclusion of property.

C. District Exclusion under 32-1-501, C.R.S. The Housing Authority submitted petitions for exclusion to the District, executed by 100% of the property owners. Section 32-1-207(2)(a), C.R.S., provides that approval of a modification is not be required for changes in the boundary of the special district. Assuming adoption by the Board of Directors of the metropolitan District of the petitions for exclusion in accordance with the statutory requirements of Section 32-1-501, C.R.S., and approval of the Town, it is within the Town’s legislative authority to determine that the proposed exclusion does not constitute a “material modification” or material departure from the Service Plan. There are no outstanding bonds of the District, no adverse impact on the services provided or facilities constructed, no tax revenue or mill levy would be received from the Housing Authority property as it is tax exempt, and the plat approval to change the property from Tract M, to Lots 1 and 2, Block 32, Windshire Park Subdivision was previously discussed and approved on January 30, 2013 by the Town and property owner. I believe, the Town is within its authority both under the Service Plan provisions and its legislative authority to treat the proposed Housing Authority property exclusion as a boundary modification and non-material modification to the District and its Service Plan.

D. Timing. The Housing Authority indicated that time is of the essence in financing and construction. In light of that request to process the exclusion expeditiously, Windshire Park Metropolitan District No. 2 scheduled April 9, 2013 for a public hearing and board meeting, which will be noticed and published as required by statute, prior to consideration of approval. The District’s approval will be conditioned upon Town approval, as is deemed necessary by the Town. It would be the Housing Authority’s request that both the District and the Town consider their request for exclusion administratively, without a material modification to the Service Plan, and obtain any necessary approvals of the Town and the District to modify the boundaries and exclude Lots 1 & 2, Block 32 from the District.

Based upon conferral with both of you, we appreciate the Town providing a slot at the April 1, 2013, work session, so that you I may present the proposed exclusion to the Town Board. We

Mr. Kelly Arnold

Mr. Ian D. McCargar, Esq.

RE: Windshire Park Metropolitan District No. 2 - Exclusion
March 21, 2013

Page 3

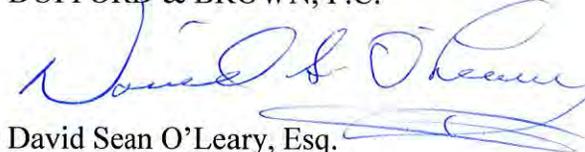
will target April 8 for official action, assuming the Town Board agrees with me that this is not a material change to the service plan requiring a public hearing with notice. If the Town Board concludes otherwise, we will need to move the official action date back, to allow time to circulate statutory notice.

In addition to the request for time at the work session and Town meetings referenced, we also request on behalf of the Housing Authority and the District, as tax exempt entities, for an exemption or waiver of the deposit requirements of the *Windsor Municipal Code* for processing this exclusion and any approvals with the Town.

Please do not hesitate to call me if you have any questions or concerns about the proposed exclusion of the Housing Authority property. I look forward to reviewing any issues or concerns with you and the Town on or before the April 1 work session. We truly appreciate your time and efforts.

Very truly yours,

DUFFORD & BROWN, P.C.



David Sean O'Leary, Esq.
For the Firm

Enclosures

Cc: Mr. Dino DiTullio, President

Windshire Park Metropolitan Districts Nos. 1 & 2

Mr. Stan Matsunaka, Esq.

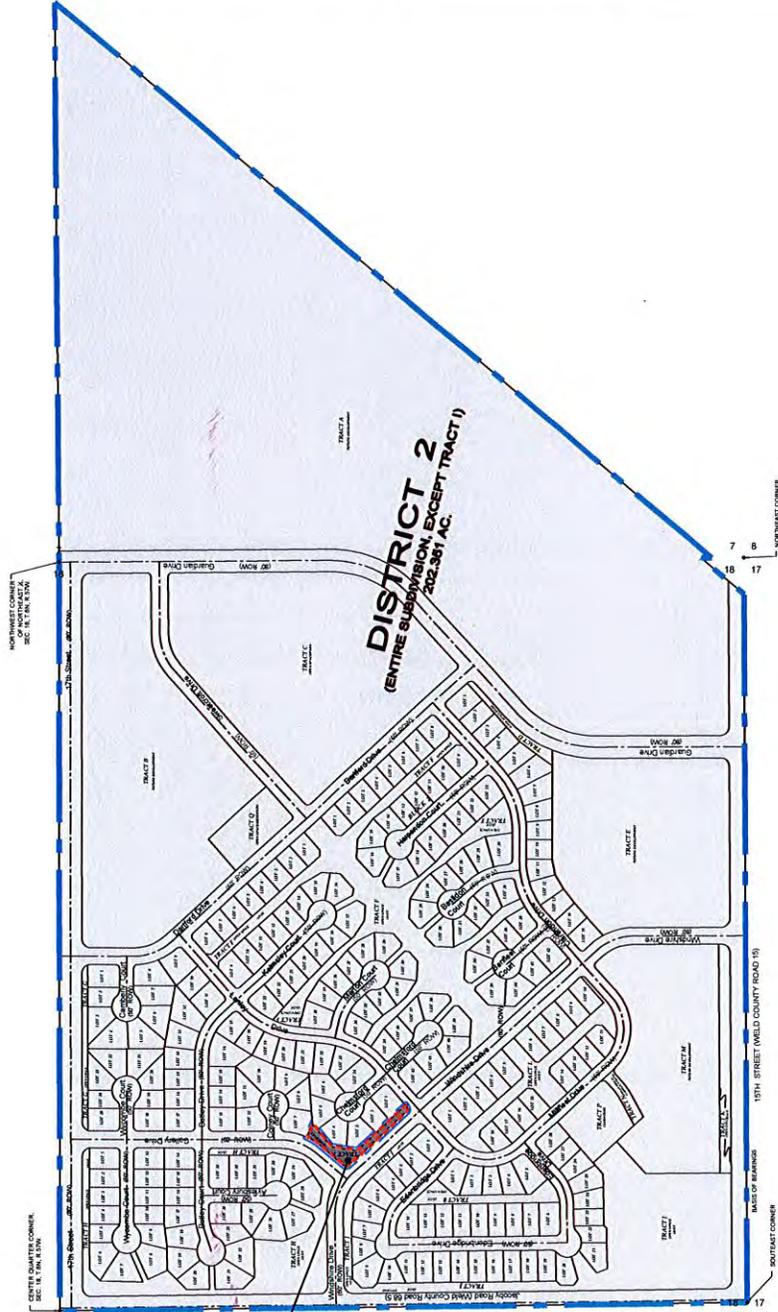
Windsor Housing Authority, LLC

Mr. Sam Betters,

Windsor Meadows, LLLP

WINDSHIRE PARK METROPOLITAN DISTRICT NOS. 1-2

SECTIONS 7 AND 18, TOWNSHIP 6 NORTH, RANGE 67 WEST,
TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO



**DISTRICT 1
(TRACT 1)
0.294 AC.**

**DISTRICT 2
(ENTIRE SUBDIVISION, EXCEPT TRACT 1)
202.361 AC.**

Legend:

- District "Number"
- Section Corner
- District 1
- District 2

District Acreage:

District 1 = 12,806 Sq.Ft / 0.294 AC.

District 2 = 8,814,423 Sq.Ft. / 202.351 AC.



December 3, 2007

**WINDSHIRE PARK
METROPOLITAN
DISTRICT NOS. 1-2**



EXCLUSION PETITION

**TO: WINDSHIRE PARK METROPOLITAN DISTRICT NO. 2
TOWN OF WINDSOR, WELD COUNTY, COLORADO**

The Windsor Meadows, LLLP ("Petitioner") hereby respectfully petitions Windshire Park Metropolitan District No. 2 (the "District"), acting by and through its Board of Directors, for the exclusion of certain real property legally described on Exhibit A, attached hereto and incorporated herein by this reference ("Property")

Petitioner represents that it is the current fee owner of 100% of the Property, subject matters of record, that it assents to the exclusion of the Property from the District, and that no other person, persons, entity or entities own any fee interest in the Property.

Exclusion from the District is sought pursuant to § 32-1-501 *et seq.*, C.R.S.

WHEREFORE, the Petitioner hereby requests that the Board of Directors of the District, grant this Exclusion Petition for the exclusion of the Property from the District's boundaries pursuant to § 32-1-501 *et seq.*, C.R.S.

WHEREFORE, there shall be no withdrawal from this Petition after publication of notice and/or after consideration of this Petition by the District's Board of Directors, nor shall further objections be filed thereto by the Petitioner without consent of the Board.

WHEREFORE, the exclusion of the Property from the District shall require the processing of documents and filings with the Town, District, District Court and other state agencies. Petitioner agrees to pay for the costs and expenses related to the processing of the necessary documents and filings required to complete the exclusion of the Property, and the same are hereby accepted by the Petitioner. The District shall cooperate with the processing and filings necessary to update the state agencies, complete the necessary filings and obtain the necessary approvals of the District Court and Town.

WHEREFORE, the Petition for exclusion from the District shall be subject to the Town of Windsor adopting a resolution that approves a Service Plan modification incorporating said exclusion ("Service Plan Modification") and, in the event that the Town does not, for any reason whatsoever, approve a Service Plan Modification then, absent a resolution by the Board stating otherwise, this Petition shall be of no legal effect and shall be void ab initio.

WHEREFORE, Petitioner shall pay all costs and expenses incurred in processing the Town approval of exclusion of the Property from the District and seeking the Service Plan Modification.

Name of Petitioner: Windsor Meadows, LLLP
375 W. 37th Street
Suite 200
Loveland, Colorado 80538

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EXHIBIT A

(LEGAL DESCRIPTION OF THE PROPERTY TO BE EXCLUDED)

LOT 1, BLOCK 32, WINDSHIRE PARK SUBDIVISION THIRD FILING, TOWN
OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO

EXCLUSION PETITION

**TO: WINDSHIRE PARK METROPOLITAN DISTRICT NO. 2
TOWN OF WINDSOR, WELD COUNTY, COLORADO**

The Windsor Housing Authority, a Colorado body corporate and politic (“Petitioner”) hereby respectfully petitions Windshire Park Metropolitan District No. 2 (the “District”), acting by and through its Board of Directors, for the exclusion of certain real property legally described on Exhibit A, attached hereto and incorporated herein by this reference (“Property”)

Petitioner represents that it is the current fee owner of 100% of the Property, subject to matters of record, that it assents to the exclusion of the Property from the District, and that no other person, persons, entity or entities own any fee interest in the Property.

Exclusion from the District is sought pursuant to § 32-1-501 *et seq.*, C.R.S.

WHEREFORE, the Petitioner hereby requests that the Board of Directors of the District, grant this Exclusion Petition for the exclusion of the Property from the District’s boundaries pursuant to § 32-1-501 *et seq.*, C.R.S.

WHEREFORE, there shall be no withdrawal from this Petition after publication of notice and/or after consideration of this Petition by the District's Board of Directors, nor shall further objections be filed thereto by the Petitioner without consent of the Board.

WHEREFORE, the exclusion of the Property from the District shall require the processing of documents and filings with the Town, District, District Court and other state agencies. Petitioner agrees to pay for the costs and expenses related to the processing of the necessary documents and filings required to complete the exclusion of the Property, and the same are hereby accepted by the Petitioner. The District shall cooperate with the processing and filings necessary to update the state agencies, complete the filings and obtain the necessary approvals of the District Court and Town.

WHEREFORE, the Petition for exclusion from the District shall be subject to the Town of Windsor adopting a resolution that approves a Service Plan modification incorporating said exclusion (“Service Plan Modification”) and, in the event that the Town does not, for any reason whatsoever, approve a Service Plan Modification then, absent a resolution by the Board stating otherwise, this Petition shall be of no legal effect and shall be void ab initio.

WHEREFORE, Petitioner shall pay all costs and expenses incurred in processing the Town approval of exclusion of the Property from the District and seeking the Service Plan Modification.

Name of Petitioner: Windsor Housing Authority
1027 Walnut Street
Windsor, Colorado 80550

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PETITIONER:

WINDSOR HOUSING AUTHORITY,
A Colorado body corporate and politic

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing Exclusion Petition was acknowledged before me on this _____ day of _____, 2013, by _____ as _____ of the Windsor Housing Authority, a Colorado body corporate and politic.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

EXHIBIT A

(LEGAL DESCRIPTION OF THE PROPERTY TO BE EXCLUDED)

LOTS 1 AND 2, BLOCK 32, (FORMERLY TRACT M), WINDSHIRE PARK
SUBDIVISION, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF
COLORADO

Street Address: TBD Windshire Drive and County Road 15, Windsor, Colorado
80550

WINDSHIRE PARK METROPOLITAN DISTRICT No. 1 & No. 2

CONSOLIDATED SERVICE PLAN

TOWN OF WINDSOR, WELD COUNTY
COLORADO

MAY 2005

PREPARED BY:

WHITE BEAR & ANKELE, P.C.
Denver, Colorado

STAN BERNSTEIN & ASSOCIATES, INC.
Denver, Colorado

NORTHERN ENGINEERING SERVICES, INC.
Fort Collins, Colorado

SUMMIT LAND MANAGEMENT SERVICES, INC.
Fort Collins, Colorado

WINDSHIRE PARK METROPOLITAN DISTRICTS NOS. 1 & 2

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allows the full costs of public improvements to be allocated over the full build-out of Windshire Park and helps avoid disproportionate cost burdens being imposed on the early phases of development.

b. Uniform Mill Levy. Allocation of the responsibility for paying debt for capital improvements will be managed through development of a unified financing plan for those improvements and through development of an integrated operating plan for long-term operations and maintenance. Use of Service District to manage these functions will help assure that no area within Windshire Park becomes obligated for more than its share of the costs of Enhancements and their operation and maintenance. Low-density areas will not bear a disproportionate burden of debt and operating costs, nor will high valued areas bear disproportionate burdens. Intergovernmental agreements among the Districts will assure that mill levies remain reasonably uniform throughout Windshire Park.

c. Bond Interest Rates. Some have asserted that Colorado law may require that before Financing District may raise mill levies or increase other revenues to pay debt service on bonds, they must fully exhaust their operating revenue. This has the potential result of rendering a district operationally bankrupt before it can raise mill levies for payment of debt service. This requirement, if ultimately upheld by the Colorado courts, adversely affects the ability of a district to issue bonds at attractive rates since the bond markets may dictate unreasonably high interest rates in a single district structure to compensate for this risk. Separation of the financing and service functions of the Districts into two or more districts will help eliminate this problem. Consequently, the multiple district structure is less risky and will allow bonds or other obligations to be issued to finance public improvements at lower rates than if a single special district is organized.

3. Configuration of Districts. In order to implement the multiple district structure, the boundaries of Service District and Financing District were configured to approximate the original plan for phases of development. A map showing the boundaries of the Districts is provided in Exhibit C. The combined acreage of the Districts covers all acreage within Windshire Park. Legal descriptions and a map of the property within the boundaries of the Districts are attached to the end of this Service Plan as part of Exhibits B and C. The boundaries of the individual Districts may change through future inclusions and exclusions and/or through future division of the Financing District into two or more Financing Districts to coincide with the phases of development in Windshire Park as referenced herein.

The “service area” (the area legally permitted to be served) for Service District will consist of the entire Windshire Park community, including the property within Financing District’s boundaries. This area may be expanded to serve new development. Service District will have power to impose taxes only within its legal boundaries, but will be permitted to provide public services to the entire community as well as to property or individuals outside of Windshire Park. Financing District will have power to assess taxes and other charges permitted by law.

It is currently anticipated that no residential units will be located within Service District, and that at build-out Service District will include only open space, park and/or

reservoir uses, although development could occur at some future date. The Developer has projected the build-out of the Windshire Park Development based upon present market forecasts. The Development projections are incorporated into the Financial Plan set forth in Exhibit F. These projections estimate that the Financing District will contain primarily residential properties within Windshire Park, expected to consist of approximately 616 residential units, comprised of 550 single-family units and 66 multi-family units (town homes). The projected population of Windshire Park at full build-out is 1,540 persons (based upon an average of 2.5 per residence), and the projected total valuation is approximately \$192,350,000, at \$350,000 per single-family unit for 250 units, \$300,000 per single-family unit for 300 units, and \$225,000 per multi-family unit (town home) for 66 units. The assessed valuation of property within the Financing District set forth below and shown in the Financial Plan is based upon the Developer's projections of actual values of improved property and present State property tax law.

Any changes in the boundaries of either the Service District or the Financing District shall be approved administratively on the condition that all property originally in one of the districts remains in one of the Windshire Park Metropolitan Districts. Otherwise, the inclusion or exclusion of any property into or from the boundaries of the Districts shall be subject to the prior approval of the Board of Trustees for the Town of Windsor.

Additional property may be included in the Districts in accordance with the provisions of the Act, subject to compliance with Section 32-1-401(1) (c), C.R.S. Under the Act, the fee owner or owners of 100% of any property proposed for inclusion may petition the Board of either District for the inclusion of property into such District. Further, less than all of the owners of an area may petition either District for inclusion, or the Board may adopt a resolution calling for an election on inclusion of the property within such area. Property may also be excluded from the District. The Boards of the Districts will have discretion to approve inclusions or exclusions without an amendment or modification of the Service Plan, subject to all limitations and Town Approvals set forth in the Town IGA. Districts acknowledge that if property is included within their boundaries, the construction of improvements therein shall be subject to approval by the Town.

4. Long-Term District Plan. After all bonds or other debt instruments have been issued by the Districts and adequate provision has been made for payment of all debt of Service District and Financing District, the electorate of the Districts will have the opportunity to consider either the consolidation of Service District and Financing District into a single entity, or the dissolution of Financing District in accordance with state law. Service District and Financing District will consider consolidation and/or dissolution at the time each District's debt has been paid and adequate provision has been made for operation of all Service District facilities. Ultimately, control of these decisions will rest with the electorate in each District; but it is planned that Service District will continue in perpetuity to operate and maintain the signage, greenbelts and open spaces, clubhouse and/or pool, raw water system, maintenance facilities, and landscaping for the Districts. The non-potable water irrigation water system, and any extension of the non-potable water irrigation system to the lots, is expected to be operated and maintained through the Service District as well.

ALTA/ACSM LAND TITLE SURVEY

LOTS 1 AND 2, BLOCK 32, WINDSHIRE PARK SUBDIVISION
 Located in The Northeast Quarter Of Section 18, Township 6 North, Range 67 West Of The 6th P.M.,
 Town Of Windsor, County Of Weld, State Of Colorado

PROPERTY DESCRIPTION

LOT 1, BLOCK 32, WINDSHIRE PARK SUBDIVISION THIRD FILING AS RECORDED AT THE WELD COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 3902349 ON JANUARY 11, 2013, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO.

SAID PARCEL CONTAINING 173,619 SQ. FT. OR 3.986 ACRES, MORE OR LESS.

LOT 2, BLOCK 32, WINDSHIRE PARK SUBDIVISION THIRD FILING AS RECORDED AT THE WELD COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 3902349 ON JANUARY 11, 2013, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO.

SAID PARCEL CONTAINING 104,640 SQ. FT. OR 2.402 ACRES, MORE OR LESS.

SCHEDULE B EXCEPTIONS

7. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B), OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

8. EXISTING LEASES AND TENANCIES, IF ANY.

9. (ITEM INTENTIONALLY DELETED)

10. (ITEM INTENTIONALLY DELETED)

11. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 29, 1882, IN BOOK 34 AT PAGE 11 (AFFECTS THE E 1/2 NE 1/4 OF SEC. 18).

12. (ITEM INTENTIONALLY DELETED)

13. (ITEM INTENTIONALLY DELETED)

14. PLAT NOTES, RIGHT TO FARM COVENANT, BUILDING ENVELOPE SHOWN ON THE RECORDED EXEMPTION NO. 0807-18-1-RE-2650 RECORDED JULY 11, 2000 AT RECEPTION NO. 2779905 (PLOTTED HEREON)

15. TERMS, CONDITIONS, EASEMENTS AND PROVISIONS OF AGREEMENT RECORDED MAY 21, 2001 AT RECEPTION NO. 2850191. (PLOTTED HEREON)

16. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #2001-1085 RECORDED NOVEMBER 02, 2001 AT RECEPTION NO. 2897640. (BLANKET IN NATURE)

17. TERMS, CONDITIONS AND PROVISIONS OF WINDSHIRE PARK ANNEXATION AGREEMENT RECORDED NOVEMBER 02, 2001 AT RECEPTION NO. 2897641. (BLANKET IN NATURE)

18. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED MAP OF WINDSHIRE PARK ANNEXATION RECORDED NOVEMBER 2, 2001 AT RECEPTION NO. 2897642. (BLANKET IN NATURE)

19. LAKE CANAL IRRIGATION APPROVAL REQUIREMENT SHOWN ON THE RECORDED PLAT OF WINDSHIRE PARK SUBDIVISION RECORDED JUNE 14, 2005 AT RECEPTION NO. 3294769. (PLOTTED HEREON)

20. TERMS, CONDITIONS AND PROVISIONS OF WINDSHIRE PARK SUBDIVISION DEVELOPMENT AGREEMENT RECORDED JUNE 14, 2005 AT RECEPTION NO. 3294770. ADDENDUM THERETO RECORDED FEBRUARY 23, 2006 AT RECEPTION NO. 3364971. SECOND ADDENDUM RECORDED JULY 13, 2006 UNDER RECEPTION NO. 3402896. THIRD ADDENDUM RECORDED OCTOBER 26, 2007 UNDER RECEPTION NO. 3513821. ADDENDUM RECORDED MAY 21, 2008 AT RECEPTION NO. 3555700. FIFTH ADDENDUM ADDENDUM RECORDED JANUARY 13, 2010 AT RECEPTION NO. 3569864. (NOT PLOTTABLE)

21. (ITEM INTENTIONALLY DELETED)

22. TERMS, CONDITIONS AND PROVISIONS OF ORDER AND DECREE RECORDED DECEMBER 09, 2005 AT RECEPTION NO. 3346343. (BLANKET IN NATURE)

23. (ITEM INTENTIONALLY DELETED)

24. OIL AND GAS LEASE RECORDED JULY 10, 2012 UNDER RECEPTION NO. 3858112 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN. (NOT PLOTTABLE)

PENDING DISBURSEMENT OF THE FULL PROCEEDS OF THE LOAN SECURED BY THE DEED OF TRUST SET FORTH UNDER SCHEDULE A HEREOF, THIS POLICY INSURES ONLY TO THE EXTENT OF THE AMOUNT ACTUALLY DISBURSED, BUT INCREASES AS EACH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT KNOWLEDGE OF ANY DEFECTS IN, OR OBJECTION TO, THE TITLE, UP TO THE FACE AMOUNT OF THE POLICY. NOTE: THE NOTE ABOVE WILL APPEAR ON THE LOAN POLICY.

25. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF WINDSHIRE PARK SUBDIVISION THIRD FILING RECORDED JANUARY 11, 2013 AT RECEPTION NO. 3902349. (PLOTTED HEREON)

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

ASSUMING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 18, T. 6N., R. 67W., AS BEARING SOUTH 00°45'16" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 2643.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

NOTE

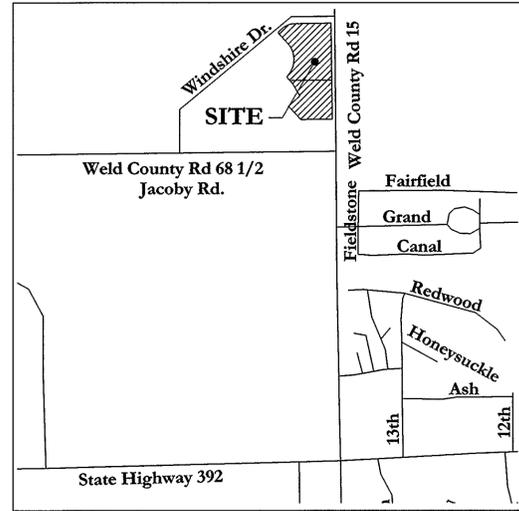
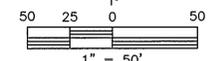
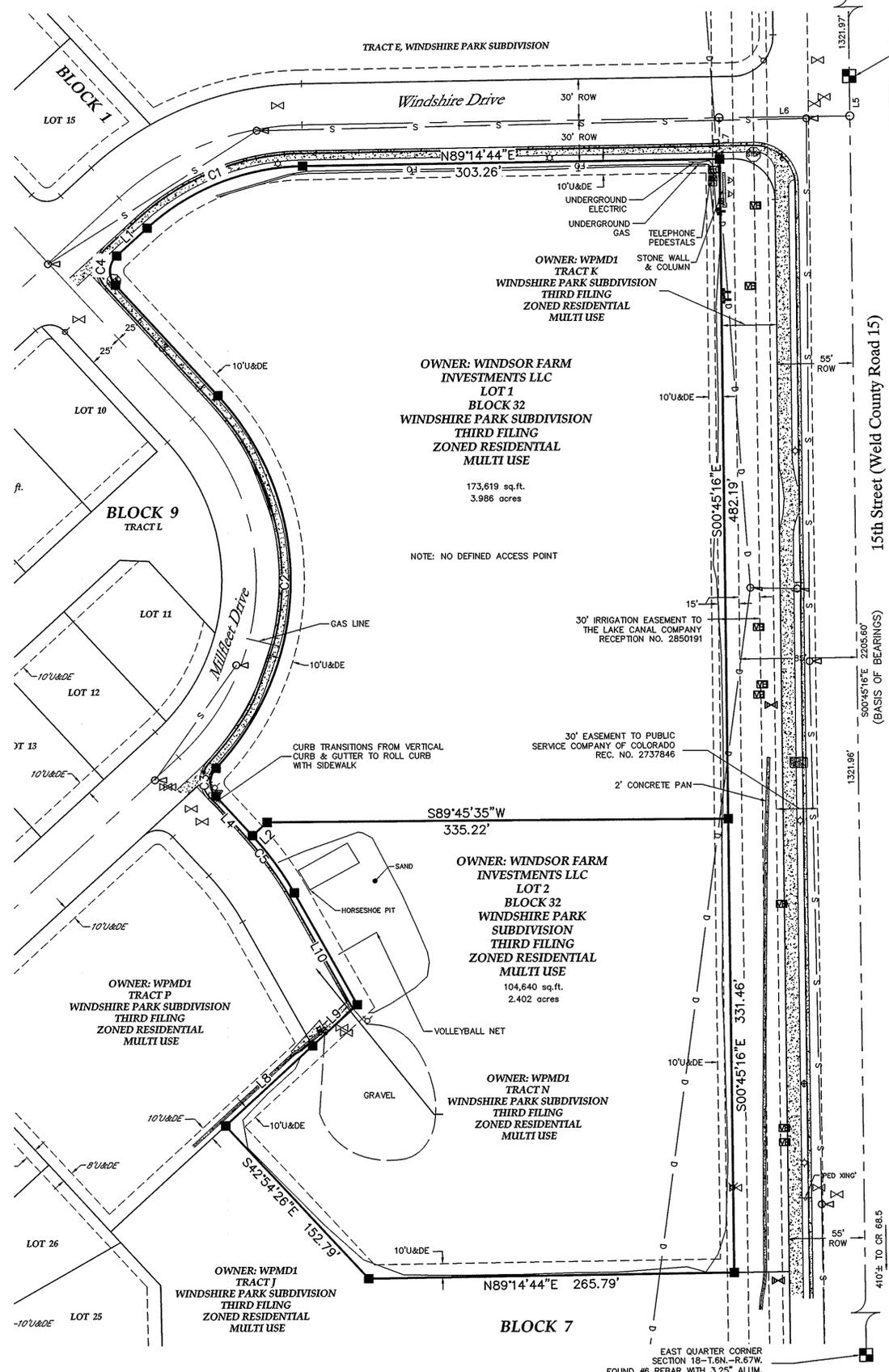
ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATE SHOWN HEREON. (13-80-105 C.R.S.)

LEGEND

---	EASEMENT LINE	■	FOUND #4 REBAR WITH AN ORANGE PLASTIC CAP STAMPED KSI, LS 33642 (UNLESS OTHERWISE NOTED)	⊗	IRRIGATION VALVE
---	SECTION LINE	●	SET 24" OF #4 REBAR WITH AN ORANGE PLASTIC CAP STAMPED KSI, LS 33642	⊕	WOOD POST
---	RIGHT OF WAY LINE	○	CALCULATED POSITION	⊕	TEE POST
---	BOUNDARY LINE	□	FOUND ALIQUOT CORNER AS DESCRIBED	⊕	LANDSCAPE LIGHT
---	EDGE OF GRAVEL ROAD	○	ELECTRIC METER	⊕	SANITARY MANHOLE
---	FLOWLINE	⊕	IRRIGATION VALVE BOX	⊕	FIBER OPTIC MARKER
---	GAS LINE	⊕	ELECTRIC VAULT		
---	GAS LINE	⊕			
---	UNDERGROUND POWER LINE	⊕			
---	SANITARY LINE	⊕			
---	FIBER OPTIC LINE	⊕			
---	WPMD1 WINDSHIRE PARK METRO DISTRICT 1				

LINE	BEARING	LENGTH
L1	N47°20'59"E	30.15'
L2	S47°58'25"W	14.41'
L3	N42°39'01"W	110.00'
L4	N42°39'01"W	39.21'
L5	S00°45'03"E	19.44'
L6	S89°14'44"W	95.00'
L7	S00°45'16"E	30.00'
L8	N47°20'59"E	85.88'
L9	N47°20'59"E	44.21'
L10	N29°12'51"W	93.79'

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	124.31'	170.00'	41°53'45"	121.56'	N68°17'51"E
C2	299.73'	200.00'	85°51'57"	272.46'	N00°16'57"E
C3	22.48'	15.00'	85°51'57"	20.43'	N00°16'57"E
C4	23.56'	15.00'	90°00'00"	21.21'	N02°20'59"E
C5	51.94'	221.50'	13°26'10"	51.82'	N35°55'56"W



- SURVEYOR'S NOTES**
- FIELD SURVEY COMPLETED 01-17-2013.
 - ENTIRE PROPERTY IS IN FLOOD ZONE "C", "AREAS OF MINIMAL FLOODING" PER FEMA FLOOD MAP 0802660605 D REVISED SEPTEMBER 27, 1991.
 - NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
 - NO CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION. NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
 - NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
 - NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY, THEREFOR NO PARKING STRIPING, NO PARTY OR DIVISION WALLS.
 - PROPERTY ADDRESS NONE.
 - ENTIRE PROPERTY ZONING IS RESIDENTIAL MULTI USE. CONTACT TOWN OF WINDSOR PLANNING DEPARTMENT FOR INFORMATION REGARDING; USE, SETBACK, DENSITY, HEIGHT AND PARKING REQUIREMENTS.
 - NO OBSERVABLE EVIDENCE OF WETLANDS. LOCATION OF WETLAND AREA SHOULD BE DELINEATED BY APPROPRIATE AUTHORITIES.
 - NO ORTHO RECTIFIED PHOTOS AVAILABLE UNLESS PROVIDED BY CLIENT.
 - UTILITY LOCATES WERE ORDERED BY KING SURVEYORS USING THE ONE CALL SYSTEM AND KING SURVEYORS LOCATED ALL THE MARKS MADE BY THE RESPECTIVE UTILITY COMPANIES, FOR THE SIZE, TYPE OR THE LOCATION OF ANY MISSING UTILITY LOCATES, CONTACT THE RESPECTIVE UTILITY PROVIDERS DIRECTLY.

SURVEYOR'S CERTIFICATE

TO: WINDSOR HOUSING AUTHORITY
 WINDSOR FARM INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY
 OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6A, 7A, 7B1, 8, 9, 100, 11A, 11B, 12, 13, 14, 15, 16-21 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 01-17-2013.

L. Speck
 COLORADO LICENSED LAND SURVEYOR #33642
 33042-2013

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY KING SURVEYORS, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORDS, KING SURVEYORS, INC. RELIED UPON TITLE COMMITMENT NUMBER FCC25104442-15, DATED 01-04-2013, AT 5:00 PM, AS PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TO DELINEATE THE AFORESAID INFORMATION.

THIS CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTIES OR THE SUCCESSORS AND/OR ASSIGNS OF WINDSOR HOUSING AUTHORITY, WINDSOR FARM INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

DATE: 01-28-2013
 FILE NAME: 2012053-B_ALTA
 SCALE: 1" = 50'
 DRAWN BY: EWL
 CHECKED BY: LSP

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

DATE: _____

REVISIONS:

ALTA/ACSM LAND TITLE SURVEY FOR WINDSOR FARM INVESTMENTS, LLC WINDSOR, CO 80550

PROJECT # 2012053-B



MEMORANDUM

Date: March 28, 2013
To: Mayor and Town Board
Via: Work session materials, April 1, 2013
From: Ian D. McCargar, Town Attorney
Subject: Great Western Metropolitan Districts property inclusion presentation
Item #: 2

Background / Discussion:

The Great Western Metropolitan District will be providing information in support of its request for administrative approval of an amendment to its Service Plan, the purpose of which is to include a platted lot located in the Great Western Fourth Subdivision within its District boundaries. The District's lawyer, David S. O'Leary, will be making this presentation and providing the background for you.

The proposed inclusion area ("Area No. 1") was previously identified in the District's Service Plan as a "future inclusion area". As such, it was contemplated that this area would eventually become part of the Districts' territory and subject to its taxing powers. For this and other reasons, Mr. O'Leary is asking that this inclusion be considered a "non-material" modification to the Service Plan which, under our IGA with the District, can be approved administratively by the Planning Director.

By statute, non-material modifications to metropolitan district service plans can be handled administratively without statutory public hearings.

Financial Impact: NONE - no revenue or expense associated with Metropolitan District activity

Relationship to Strategic Plan: Quality development, managed growth

Recommendation: Consider District's request; conclude "non-material" change to Service Plan; instruct Planning Director to administratively approve inclusion request.

Attachments:

Letter from David S. O'Leary dated March 21, 2013; map of proposed inclusion area

March 21, 2013

VIA EMAIL

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

Ian D. McCargar, Esq.
FREY McCARGAR PLOCK & ROOT, LLC
Town Attorneys, Windsor, Colorado
131 Lincoln Avenue, Suite 100
Fort Collins, CO 80524



**DUFFORD
& BROWN**
ATTORNEYS AT LAW

doleary@duffordbrown.com

**RE: Great Western Metropolitan District No. 4 – Inclusion of Property
Future Inclusion Area Inclusion and District Boundary Modification**

Dear Kelly and Ian:

We are writing on behalf of Great Western Metropolitan Districts Nos. 1-7 (the “Districts”) regarding the proposed inclusion of Future Inclusion Area 1 property within the Great Western Metropolitan Districts’ Future Inclusion Area known as Lot 1, Block 1, Great Western Industrial Park Subdivision, 4th Filing (“FI Area 1”) comprising 19.84 acres of commercial (non-residential) property. This area has already been annexed to the Town of Windsor and is located within the corporate boundaries of the Town.

This FI Area 1 was part of the Future Inclusion Area defined in Exhibit C to each of the Consolidated Service Plan for Great Western Metropolitan Districts Nos. 1-6 approved by Ordinance on August 13, 2007 and then amended by the Amended Consolidated Service Plan for Great Western Metropolitan Districts Nos. 1-7 dated November 21, 2007 and approved by Ordinance 2008-1312 on January 14, 2008 (a copy of which is attached for reference).

I have included a copy of the District Initial Boundary Map and Future Inclusion Area Map Exhibits for your easier reference. I have summarized the relevant provisions of the Service Plan regarding the inclusion of future inclusion area property below (but will send the entire service plan by separate e-mail).

As I discussed with Ian, inclusion of future inclusion area property can be addressed through administrative approval as a non-material modification. The future inclusion area boundaries were defined in both the original and amended service plan approved documents and exhibits. The public improvements and operations of the District will continue without interruption or negative impact of this inclusion of this future inclusion area property.

{00525193.1}

Mr. Kelly Arnold

Mr. Ian D. McCargar, Esq.

RE: Great Western Metropolitan District No. 4 - Inclusion

March 21, 2013

Page 2

Broe Land Acquisitions II, LLC ("BLA II") has requested that a petition for inclusion into Great Western Metropolitan District No. 4 (the "District") be processed with the District and the Town of Windsor into the boundaries of the District and asked for assistance in processing the inclusion and boundary modifications with the District, Town, and District Court.

A. Service Plan. Article III. Boundaries, on Page 9 of the Service Plan (a copy of which is attached for your reference) provides:

The Districts shall be entitled to change the configuration of their internal boundaries, without changing the total acreage of the Project or reconfiguring the Districts' Service Area [which includes future inclusion area property, *emphasis added*], as their Boards of Directors may deem necessary. Any such internal reconfiguration shall be submitted to the **Town's Planning Department for administrative review**, who shall determine if such an internal reconfiguration constitutes a material modification of this Service Plan. In no event, shall any District include into its legal boundaries any property not located within the corporate limits of the Town at the time of inclusion. All changes in the Districts' boundaries must be made in compliance with the Special District Act.

Article V. Description of Proposed Powers, Improvements and Services, Section A. Powers of the District and Service Plan Amendment, Subsection 4. Inclusion Limitation, on Page 11 of the Service Plan provides:

4. Inclusion Limitation. Unless otherwise provided for herein, the Districts shall not include within their boundaries any property outside the Service Area (**the Initial District Boundaries and the Future Inclusion Area Boundaries**) without the prior written consent of the Town Planning Department. **Inclusion of the Future Inclusion Area is subject to prior approval of the Town Planning Department**. Inclusions or exclusions not described in this Service Plan shall require the prior approval of the Town Board by written agreement with the Districts, and if approved, shall not constitute a material modification of this Service Plan. Any such internal reconfiguration shall be submitted to the Town's Planning Department for administrative review, who shall determine if such an internal reconfiguration constitutes a material modification of this Service Plan. In no event, shall any District include into its legal boundaries any property not located within the corporate limits of the Town at the time of inclusion. All changes in the Districts' boundaries must be made in compliance with the Special District Act.

Subsection 10. Service Plan Amendment Requirement on page 12 provides:

Mr. Kelly Arnold

Mr. Ian D. McCargar, Esq.

RE: Great Western Metropolitan District No. 4 - Inclusion

March 21, 2013

Page 3

“...Any determination by the Town that a departure is not a material modification shall be conclusive and final and shall bind all residents, property owners and others affected by such departure.

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

Article X. MATERIAL MODIFICATIONS on page 21 Provides:

Material modifications to this Service Plan may be made only in accordance with Section 32-1-207, C.R.S. No modification shall be required for an action of the District which does not materially depart from the provisions of this Service Plan. The Districts may request from the Town Manager (or his or her designee) a determination as to whether the Town believes any particular action constitutes a material departure from the Service Plan, and the Districts may rely on the Town Manager's written determination with respect thereto; provided that the District acknowledges that the Town Manager's determination as aforesaid will be binding only upon the Town, and will not be binding upon any other party entitled to enforce the provisions of the Service Plan as provided in Section 32-1-207, C.R.S....”

B. District Exclusion under 32-1-501, C.R.S. BLA is asking to submit a petition for inclusion into the District, executed by 100% of the property owners. Section 32-1-207(2)(a), C.R.S., provides that approval of a modification is not be required for changes in the boundary of the special district. Assuming adoption by the Board of Directors of the metropolitan District of the petition for inclusion in accordance with the statutory requirements of Section 32-1-401, C.R.S., and administrative or written approval of the Town (by Town Planning Department, Town Manager or Town Attorney), it is within the Town's legislative authority to determine that the proposed inclusion does not constitute a “material modification” or material departure from the Service Plan.

I believe, the Town is within its authority both under the Service Plan provisions referenced above and its legislative authority to treat the proposed inclusion of future inclusion area property, already annexed to the Town of Windsor and within the defined future inclusion area of the Service Plan as an administrative approval, boundary modification and non-material modification to the District and its Service Plan.

Mr. Kelly Arnold
Mr. Ian D. McCargar, Esq.
RE: Great Western Metropolitan District No. 4 - Inclusion
March 21, 2013
Page 4

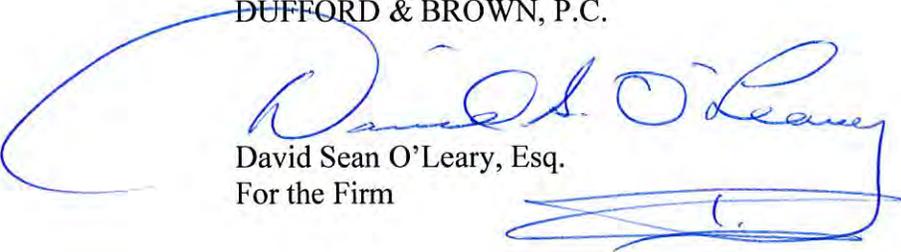
C. Timing. The Weld County Assessor indicated that approval of an inclusion prior to April 30 would allow the property to be considered part of the District for this tax year. In light of that request to process the inclusion, and in light of the fact that the property is already in a defined future inclusion area, Great Western Metropolitan District No. 4 can scheduled a board meeting and inclusion hearing prior to the April 30, 2013 deadline if the Town would consider and discuss the inclusion at one of its meetings in April. Any inclusion would be conditioned upon Town approval, as is deemed necessary by the Town.

If there is some time to consider discussion either at the Town April 1, 2013 work session or April 8, I would prepare a presentation with Pinnacle Consulting Group, the District Manager regarding the proposed inclusion to the Town Board. We can April 22 for any official action, assuming the Town Board believe that it can process this inclusion as a non-material change to the service plan should the Town feel this approval requires a public hearing with notice. If the Town Board concludes otherwise, as the Service Plan seems to indicate, we may just need a letter of administrative approval from the Town Planning Department, Town Manager or Town Attorney.

Please do not hesitate to call me if you have any questions or concerns about the proposed inclusion of this Future Inclusion Area into the District. I look forward to reviewing any issues or concerns with you and the Town. We truly appreciate your time and efforts.

Very truly yours,

DUFFORD & BROWN, P.C.


David Sean O'Leary, Esq.
For the Firm

Enclosures

**GREAT WESTERN
METROPOLITAN DISTRICTS
NO. 1, NO. 2, NO. 3,
NO. 4, NO. 5, NO. 6 AND NO. 7**

**AMENDED CONSOLIDATED SERVICE
PLAN**

TOWN OF WINDSOR, WELD COUNTY
COLORADO

Prepared By:

CORBETTA & O'LEARY, P.C.
Denver, Colorado

STAN BERNSTEIN & ASSOCIATES, INC.
Greenwood Village, Colorado

PINNACLE CONSULTING GROUP, INC.
Loveland, Colorado

Dated November 21, 2007

401, *et seq.*, C.R.S., and Section 32-1-501, *et seq.*, C.R.S., subject to the limitations set forth in Article V below.

The Districts shall be entitled to change the configuration of their internal boundaries, without changing the total acreage of the Project or reconfiguring the Districts' Service Area, as their Boards of Directors may deem necessary. Any such internal reconfiguration shall be submitted to the Town's Planning Department for administrative review, who shall determine if such an internal reconfiguration constitutes a material modification of this Service Plan. In no event, shall any District include into its legal boundaries any property not located within the corporate limits of the Town at the time of inclusion. All changes in the Districts' boundaries must be made in compliance with the Special District Act.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area of the Districts consists of approximately 1,529.07 acres of Initial District area land and approximately 294.12 acres of Future Inclusion Area land. The current assessed valuation of the Service Area is assumed to be \$0.00 for purposes of this Service Plan's Financial Plan, and, at build out, is expected to be approximately \$360,148,927 for the current 1,529.07 acres of initial District area, and \$217,661,084 for the 294.12 acre Future Inclusion Area, which amounts are expected to be sufficient to reasonably discharge the Debt as demonstrated in the Financial Plan. The population of the Districts at build-out is currently estimated to be approximately 4,953 persons, based on an approximation of 2.5 persons per residence for 1,981 residential units.

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

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

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

If, after the Service Plan is approved, the State Legislature includes additional powers or grants new or broader powers for Title 32 districts by amendment of the Special District Act, to the extent permitted by law any or all such powers shall be deemed to be a part hereof and available to or exercised by the District upon execution of a written agreement with the Town Board concerning the exercise of such powers. Execution and performance of such agreement by the Districts shall not constitute a material modification of this Service Plan by the Districts.

redemption provisions, is reasonable considering the financial circumstances of the District.

4. Inclusion Limitation. Unless otherwise provided for herein, the Districts shall not include within their boundaries any property outside the Service Area (the Initial District Boundaries and the Future Inclusion Area Boundaries) without the prior written consent of the Town Planning Department. Inclusion of the Future Inclusion Area is subject to prior approval of the Town Planning Department. Inclusions or exclusions not described in this Service Plan shall require the prior approval of the Town Board by written agreement with the Districts, and if approved, shall not constitute a material modification of this Service Plan. Any such internal reconfiguration shall be submitted to the Town's Planning Department for administrative review, who shall determine if such an internal reconfiguration constitutes a material modification of this Service Plan. In no event, shall any District include into its legal boundaries any property not located within the corporate limits of the Town at the time of inclusion. All changes in the Districts' boundaries must be made in compliance with the Special District Act.

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

6. Maximum Debt Authorization. The Districts shall not collectively issue Debt in excess of Sixty-Two Million Dollars (\$62,000,000.00) without the approval of the Town. The Maximum Debt Authorization may be increased in the future to accommodate the additional development and property that may include into District No. 5 from the Future Inclusion Area. The Districts must submit a revised financial plan along with their request for an increase in the Maximum Debt Authorization to demonstrate the financial feasibility of any increases in the Maximum Debt Authorization. The obligations of the Financing Districts in IGAs (including the Master IGA) to the Service District concerning the funding and/or operations of the Districts' Public Improvements and services, for which voter approval will be obtained to the extent required by law, do not constitute Debt for purposes of this Service Plan and therefore will not count against the Maximum Debt Authorization. Increases necessary to accomplish a refunding, reissuance or restructuring of General Obligation Debt shall also not count against the Debt Issuance Limitation, so long as such refunding does not result in a net present value expense. Increases which do not exceed 25% of the amount set forth above, and which are approved by the Town Board, shall not constitute a material modification of this Service Plan.

7. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply for, except pursuant to an intergovernmental agreement with the Town. This Section shall not apply to funds provided by the State of Colorado to pay for or reimburse public improvement expenditures advanced on behalf of the Districts by the Developer which must be paid to the Town or the Districts for the benefit of particular development projects. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

8. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with another Great Western Metropolitan District.

9. Eminent Domain Limitation. The Districts shall not exercise its statutory power of eminent domain, except strictly in compliance with State law, and shall require the prior approval of the Town Board.

10. Service Plan Amendment Requirement. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. The Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements shall be permitted to accommodate development needs consistent with the then-current Approved Development Plan(s) for the Project. The Districts shall be independent units of local government, separate and distinct from the Town, and their activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of the Service Plan. Any action of the Districts which: (1) violates the limitations set forth in Sections V.A. above or (2) violates the limitations set forth in Section VI. below, shall be deemed to be a material modification to this Service Plan, unless otherwise agreed by the Town as provided for in Section X of this Service Plan or unless otherwise expressly provided herein. Unless otherwise expressly provided herein, any other departure from the provisions of this Service Plan shall be considered on a case-by-case basis as to whether such departure is a material modification. Any determination by the Town that a departure is not a material modification shall be conclusive and final and shall bind all residents, property owners and others affected by such departure.

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

B. Preliminary Infrastructure Plan.

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

Districts are expected to covenant to levy the taxes necessary, together with other available funds, to meet the payment obligations set forth in the Master IGA. In return for the payment under the agreement, the Service District would agree to (1) acquire, construct and equip the facilities, (2) provide for their operation and maintenance, and (3) provide service to the property within the Districts or convey facilities to other appropriate entities which will provide service.

C. Irrigation System Tap Fee Agreement. The Service District may enter into an Irrigation System Tap Fee Agreement with the Developer and other developers and/or builders as a source of revenue for repayment of capital costs related to the extension of non-potable irrigation service to property owners and residents including but not limited to the connection, installation, inspection, metering and administration of a property owner's connection to the Districts' Irrigation Water System. Under the Irrigation System Tap Fee Agreement, the Developer and other developers and/or builders will be obligated to pay a one-time Irrigation System Tap Fee in the amounts set forth in Section VI.F above based upon a residential unit or equivalent unit calculation. The Service District may increase the Irrigation Water System Tap Fee by up to the Consumer Price Index for Denver-Boulder, all items, all urban consumers (or its successor index for any years for which Consumer Price Index is not available) each year thereafter (as an inflation adjustment) commencing on January 1, 2007. Any increases beyond these Consumer Price Index increases will require Town Board approval. If an Irrigation Water System Tap Fee Agreement is entered into, the Irrigation System Tap Fee will constitute an unconditional obligation of, and lien against, each lot within the Development until paid.

D. Other Agreements/Authority. To the extent necessary, the Service District may enter into additional intergovernmental and private agreements to ensure the long-term provision of the public facilities and services needed for the Project and for the effective management of District affairs. Agreements may also be entered into with the Developer, other developers and/or builders, owner associations, and other service providers to discharge any facility or service responsibility of the Districts. All such agreements are authorized to be provided pursuant to Colorado Constitution, Article XIV, Section 18 (2) (a), Section 29-1-201, et seq., and Section 32-1-1001, et seq., Colorado Revised Statutes.

No other agreements are required, or known at the time of formation of the District to likely be required, to fulfill the purposes of the District. Execution of intergovernmental agreements or agreements for extraterritorial services by the District that are not described in this Service Plan and which are likely to cause a substantial increase in the District budget shall require the prior approval of the Town Board, which approval shall not constitute a material modification hereof.

X. MATERIAL MODIFICATIONS

Material modifications to this Service Plan may be made only in accordance with Section 32-1-207, C.R.S. No modification shall be required for an action of the District which does not materially depart from the provisions of this Service Plan. The Districts may request from the Town Manager (or his or her designee) a determination as to whether the Town believes any particular action constitutes a material departure from the Service Plan, and the Districts may rely on the Town Manager's written determination with respect thereto; provided that the District acknowledges that the Town Manager's determination as aforesaid will be binding only upon the

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D. Other Agreements/Authority. To the extent necessary, the Service District may enter into additional intergovernmental and private agreements to ensure the long-term provision of the public facilities and services needed for the Project and for the effective management of District affairs. Agreements may also be entered into with the Developer, other developers and/or builders, owner associations, and other service providers to discharge any facility or service responsibility of the Districts. All such agreements are authorized to be provided pursuant to Colorado Constitution, Article XIV, Section 18 (2) (a), Section 29-1-201, et seq., and Section 32-1-1001, et seq., Colorado Revised Statutes.

No other agreements are required, or known at the time of formation of the District to likely be required, to fulfill the purposes of the District. Execution of intergovernmental agreements or agreements for extraterritorial services by the District that are not described in this Service Plan and which are likely to cause a substantial increase in the District budget shall require the prior approval of the Town Board, which approval shall not constitute a material modification hereof.

X. MATERIAL MODIFICATIONS

Material modifications to this Service Plan may be made only in accordance with Section 32-1-207, C.R.S. No modification shall be required for an action of the District which does not materially depart from the provisions of this Service Plan. The Districts may request from the Town Manager (or his or her designee) a determination as to whether the Town believes any particular action constitutes a material departure from the Service Plan, and the Districts may rely on the Town Manager's written determination with respect thereto; provided that the District acknowledges that the Town Manager's determination as aforesaid will be binding only upon the

Town, and will not be binding upon any other party entitled to enforce the provisions of the Service Plan as provided in Section 32-1-207, C.R.S., except as otherwise expressly provided herein. Such other parties shall be deemed to have constructive notice of the provisions of this Service Plan concerning changes, departures or modifications which may be approved by the Town in procedures described herein and not provided in Section 32-1-207, C.R.S., and, to the extent permitted by law, are deemed to be bound by the terms hereof.

XI. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), and Section 32-1-204.5, C.R.S., establishes that:

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

XII. RESOLUTION OF APPROVAL

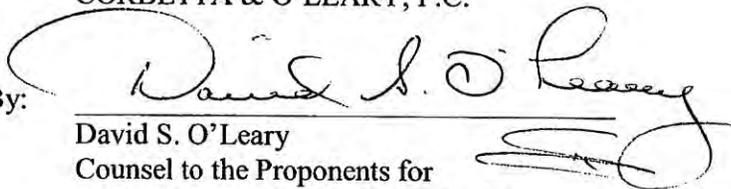
The Districts agree to incorporate the Town Board's resolution of approval, including any conditions on any such approval, into the Service Plan presented to the District Court for and in Town of Windsor, Colorado.

Therefore, it is hereby respectfully requested that the Town Board of the Town of Windsor, Colorado, which has jurisdiction to approve this Service Plan by virtue of Section 32-1-204.5, C.R.S., *et seq.*, as amended, adopt a resolution which approves this "Amended Consolidated Service Plan for Great Western Metropolitan Districts No. 1, No. 2, No. 3, No. 4, No. 5, No. 6 and No. 7" as submitted.

Respectfully submitted this 21st day of November, 2007.

CORBETTA & O'LEARY, P.C.

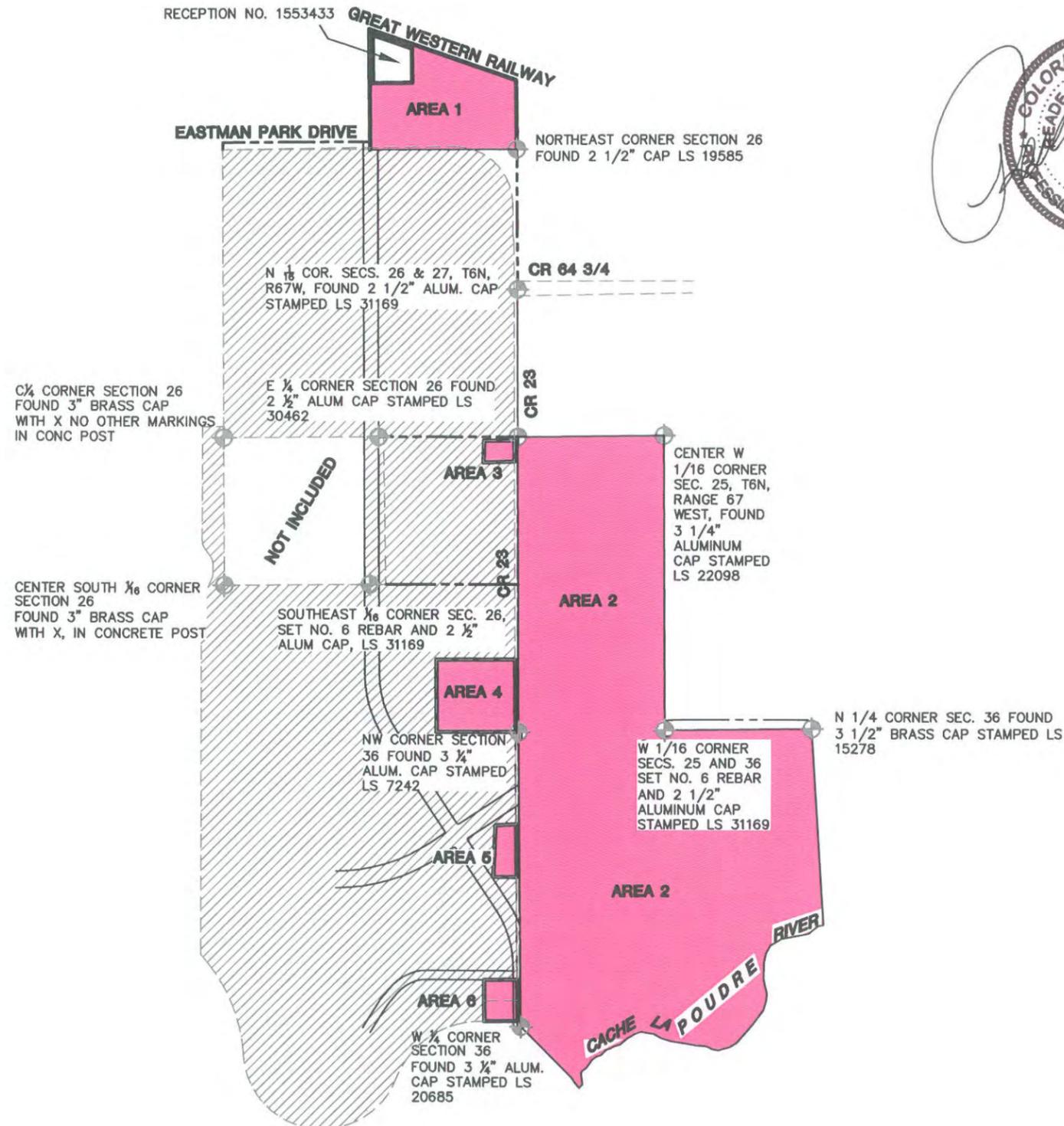
By:


David S. O'Leary
Counsel to the Proponents for
Great Western Metropolitan Districts
Nos. 1, 2, 3, 4, 5, 6 and 7

GREAT WESTERN METROPOLITAN DISTRICT FUTURE INCLUSION AREA

WINDSOR, COLORADO

REV: 7-19-07 TO EXCLUDE FRE PARCEL



EXHIBIT

MAP OF FUTURE INCLUSION AREA BOUNDARIES

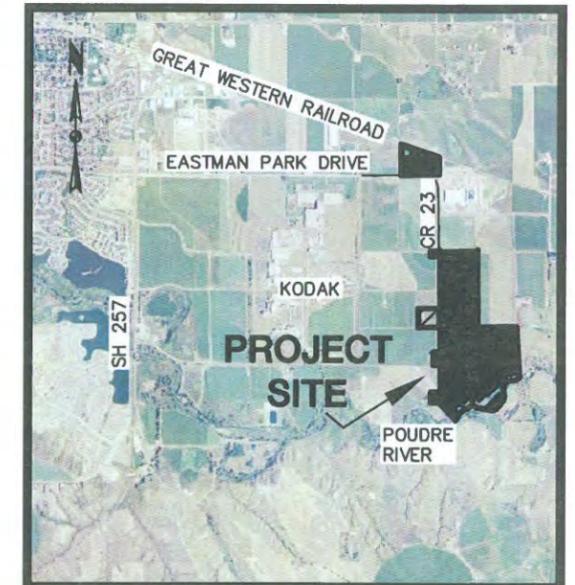


GREAT WESTERN METRO
DISTRICT 5



FUTURE INCLUSION AREA

FUTURE INCLUSION AREA	APPROXIMATE ACRES
AREA 1	22.73
AREA 2	253.77
AREA 3	1.35
AREA 4	11.00
AREA 5	2.45
AREA 6	2.82
TOTAL	294.12



NO SCALE

TST TST, INC. CONSULTING ENGINEERS



748 Whalers Way
Fort Collins, Colorado
Phone: 970.226.0557
Fax: 970.226.0204
Job no. 1025.0016.00
Filename: future inclusions 11x17 overall.dwg
FEBRUARY 2, 2007



MEMORANDUM

Date: April 1, 2013
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Melissa M. Chew, CPRP, Director of Parks, Recreation & Culture
Re: CRC Expansion Feasibility
Item #: 3.a. CRC Expansion Feasibility discussion

Background / Discussion:

Staff has been engaged in a variety of research and materials preparation to complete tasks requested by the Board. Those tasks are listed below, along with a brief “executive summary” of the outcomes. Attached to this memo are the detailed products for each particular task, in the order listed. The title of the attached document is also included for easy reference. In keeping with the Board’s desire that this be an “open” process, this packet of material is posted on the website page www.windsorgov.com/CRCExpand.

Task 1. Review materials for Town Board

- Prepare summary of “to date” actions (see *b. Community Recreation Center Expansion Ad Hoc Recommendations and Process to Date*)
- Prepare summary of Ad Hoc recommendations (see *b. Community Recreation Center Expansion Ad Hoc Recommendations and Process to Date*)
- Prepare simplified summary of Feasibility Study Findings (*c. CRC Feasibility Study Scenario 1*)

This is primarily a compilation of a variety of materials that have been presented over time, but in a condensed, simplified format.

Task 2. Grant Research

- Review grant recommendations from Ad Hoc Committee (see *d. Grant Funding Summary*)
- Research other grants (see *d. Grant Funding Summary*)
- Contact granting entities (see *d. Grant Funding Summary*)

Staff explored the funding mechanisms recommended by the Ad Hoc Committee and has determined that most grants require some type of a financial match, while others are low income loans. The grants are likely the most viable options, especially those that support capital operations. However, until we have an approved project with a financial match, it would not be productive to apply.

Task 3. Explore potential partnerships

- b. Prepare letter of interest and supporting materials (see *e. CRC Expansion Partner Possibilities document*)
- Send out letters of interest to potential partners (see *f. Letter to Prospective Partners*)

Staff prepared the four page document outlining the steps that have been taken so far in the process, attributes of potential partners, details of Scenario 1, and the next steps (as defined in the Partnership Guidelines). The document indicates full partners would likely invest in capital and operations, while limited partners would be interested more in partnering in operations. The letter and document were mailed to nineteen (19) potential partners in the northern Colorado region, as well as posted on the Town website. For reference, a spreadsheet summarizing the response from three (3) potential partners is included (see *g. Potential Partnership Summary*). In short, two indicated potential interest in capital construction – the YMCA and the three-way partnership formed by University of Colorado Health, Miramont and Associates in Family Medicine. I believe all three potentially have an interest in programming partnership, the terms and extent of which are of course not yet defined.

Task 4. Research other communities

- Research other communities' private impact (see *h. Public vs Private Competition Summary*)

- Research models of public/private partnerships (see *i. Partnerships Examples*)

Staff developed two spreadsheets relative to this research. First, we contacted numerous recreation centers up and down the Rocky Mountain region that were relatively new construction or expansion, in various size communities. We asked questions about previous private industry and whether the private industry remained or even increased after the public center opened. The results primarily indicate that while some private industry may not have remained in business, it is not necessarily directly attributable to the public facility. In many instances, more private clubs established in the community. Communities under 20,000 with full recreation centers are highlighted.

Staff also found several examples of public – private partnerships. More often than not, these were related to programming more than capital construction. However, the two biggest partners in capital tended to be health based organizations and the YMCA. This is not meant to be an all-inclusive list, but is simply a sample.

Financial Impact:

At this time, the only impact is if Town Board desires further study, or allocation funds for public education.

Relationship to Strategic Plan:

Goal 1F

Recommendation:

For discussion and provide direction to staff.

Attachments:

- b. CRC Expansion Ad Hoc Recommendations and Process to Date
- c. CRC Feasibility Study Scenario 1
- d. Grant Funding Summary
- e. CRC Expansion Partner Possibilities document
- f. Letter to Prospective Partners
- g. Potential Partnership Summary
- h. Public vs Private Competition Summary
- i. Partnerships Examples



Community Recreation Center (Expansion) Ad Hoc Recommendations and Process to Date

1) Recreational Needs Survey by RRC Associates Inc., w/ YMCA (2011 pg.11-12):

When asked to rate each option's importance on a 5-point scale (1 being "not at all important" and 5 being "very important"), the following are rated the highest overall:

- Indoor leisure pools with aquatic play features (78 percent of respondents rate it "very important," a 4 or 5 on a 5-point scale)
- Swimming pools with lap lanes for fitness swimming / competition (73 percent)
- Weight training space (64 percent)
- Cardio space (63 percent)

2) Feasibility Study Excerpt by Barker Rinker Seacat, (April 2012 pg.4):

■ Scenario 1:

■ Building	\$9,643,000
■ Site	\$474,697
■ Development	\$2,349,072
■ Contingency	\$1,246,677
■ Project Cost	\$13,713,446
■ Office finishing (2 nd floor)	\$300,000
■ TOTAL	\$14,013,446

Scenario 1 includes 3 lap lanes, lazy river, zero depth entry, spa, slide and run out, expanded locker rooms and party rooms, aux. gym, run/walk track, group fitness area, cardio and circuit weights.

3) Feasibility Study Excerpt by Barker Rinker Seacat, (April 2012 pg.23):

"It is important to understand the impact that expansion has on the overall budget. Overall operational subsidies will increase by \$30,000 with Scenario 1. Cost recovery will increase from 14% to about 63%."
BRS, April 23, 2012

Revenues (including Taxes and Forwarded Balance)	Current 2012 Budget	Scenario 1 Projected	Total
Taxes (Sales/Use)	\$382,886		\$382,886
Program /Admission Fees	\$75,850	\$644,500	\$720,350
GF Transfers (operations)	\$400,000		\$400,000
CIP Transfers (debt service)	\$200,000		\$200,000
Balance Forwarded (varies annually)	\$250,983	\$644,500	\$250,983
TOTAL	\$1,309,719	\$644,500	\$1,954,219
Expenses			
Personnel	\$397,675	\$483,872	\$863,547
Operations / Maintenance	\$145,207	\$165,214	\$310,421
CIP Improvement Fund	\$0	\$25,963	\$25,963
Debt Service and Transfers	\$638,265	\$0	\$638,265
TOTAL	\$1,163,147	\$675,049	\$1,838,196
Total Surplus / Deficit	\$146,572	(\$30,549)	\$116,023

4) Ad Hoc Committee Recommendations made to Town Board (10-15-12):

- Funding should be a collaboration of efforts and sources
- Raise funds through alternate sources
 - Grants (DOLA, CDBG, Health Initiatives)
 - Sponsorships (Corporate or Private, possible naming or themeing)
 - Partnerships (per Guidelines, LOI in 2013)

- Balance up to \$14 million in bonds via tax
 - Sales Tax question on April 2014 ballot
 - Include funding for capital replacement program
- Allocate \$30,000 in 2013 Budget for conceptual plans and models for use in public education

We believe:

- Now is the time to start to educate the public and share the concept of an expanded recreation center.
- It is good stewardship and good faith effort to pursue alternative funding sources to the fullest extent feasible.
- Sales tax dollars may be imperative to fund some portion or all of the expansion, and that the community is ready to support this effort.

Therefore, we recommend that Town Board direct staff to secure conceptual plans and models, begin pursuing alternative sources, and prepare for a ballot question in April 2014.

5) December – further discussion by Town Board

6) January – further discussion by Town Board

7) January - Town Board directed staff to complete further research by:

- Preparing review materials (actions to date, feasibility study summary, ad hoc summary)
- Complete grant research
- Research sample partnerships
- Explore potential partnerships
- Research other communities' public-private impact

8) April – presentation of research to Town Board

Note: complete process and related documents on line at www.windsorgov.com/CRCExpand



Community Recreation Center Feasibility Study—Scenario 1

FEBRUARY 2013



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Inside:

Scenario 1 Construction	1
Scenario 1 Operations	2
Scenario 1 Subsidy	2
Scenario 1 Revenue/Expense	3
Scenario 1 Amenities	3
Scenario 1 Floor Plans	4

Scenario 1: Construction Projection Details Source: 2012 Feasibility Study page 4

Barker Rinker Seacat completed these cost estimates in spring 2012 based on being under construction by October 2014. Costs may need to be updated.

Project Component	Cost
Facility Construction (all building infrastructure)	\$9,643,000
Off-Site Construction (street changes, lighting, storm, water, etc.)	\$0
Site Construction (1 acre all outside of building demo and new)	\$474,697
Other project development costs (professional fees, water/sewer plant investment fees, permits, testing, FF&E)	\$2,349,072
Contingency (10%)	\$1,246,677
Total project costs	\$13,713,446
Second floor office estimate	\$300,000
TOTAL	\$14,013,446

Operations Projection Details (with debt service) Source: 2012 Feasibility Study page 23

Scenario 1	Expansion ONLY	Current (2012) ONLY	Combined
Expenses			
Personnel Services	\$483,872	\$379,675	\$863,547
Operations and Maintenance	\$165,214	\$145,207	\$310,421
CIP Improvement Fund	\$25,963		\$25,963
Debt Service and Transfers		\$638,265	\$638,265
Capital			
TOTAL	\$675,049	\$1,163,147	\$1,838,196
Revenues			
Taxes (sales/use)		\$382,886	\$382,886
Programs / Admissions	\$644,500	\$75,850	\$720,350
General Fund Transfers (operations)		\$400,000	\$400,000
CIP Transfers (debt service)		\$200,000	\$200,000
Balance Forward (varies year to year)		\$250,983	\$250,983
TOTAL	\$644,500	\$1,309,719	\$1,954,219
Surplus/Deficit	(\$30,549)	\$146,572	\$116,023

Subsidy Projection Details (no debt service) Source: 2012 Feasibility Study page 23

Scenario 1	Expansion ONLY	Current ONLY	Combined
Expenses			
Personnel Services	\$483,872	\$379,675	\$863,547
Operations and Maintenance	\$165,214	\$145,207	\$310,421
CIP Improvement Fund	\$25,963		\$25,963
TOTAL	\$675,049	\$524,882	\$1,199,931
Revenues			
Programs / Admissions	\$644,500	\$75,850	\$720,350
TOTAL	\$644,500	\$75,850	\$720,350
Surplus/Deficit	(\$30,549)	(\$449,032)	(\$479,581)
Cost Recovery	95%	14%	60%

Revenue / Expense Details (broken down) Source: 2012 Feasibility Study page 23

Scenario 1	Expansion ONLY
Expenses	
Personnel Services	\$483,872
Supplies	\$47,500
Services	\$117,714
Capital	\$25,963
TOTAL	\$675,049
Revenues	
Admissions	\$516,800
Facility Rentals	\$15,000
Child Care	\$7,500
Vending	\$10,000
Fitness Programming	\$45,000
Aquatics lessons/programs/parties	\$50,200
TOTAL	\$644,500

Amenities Details Source: 2012 Feasibility Study pages 2, 4, 22, 24

THE 2010 POPULATION WITHIN 5 MILES OF THE WINDSOR COMMUNITY RECREATION CENTER WAS 25,297; WITHIN 10 MILES 159,941. THESE ARE POTENTIAL USERS/SUPPORTERS OF THE FACILITY WHO CONTRIBUTE TO REVENUE PROJECTIONS.

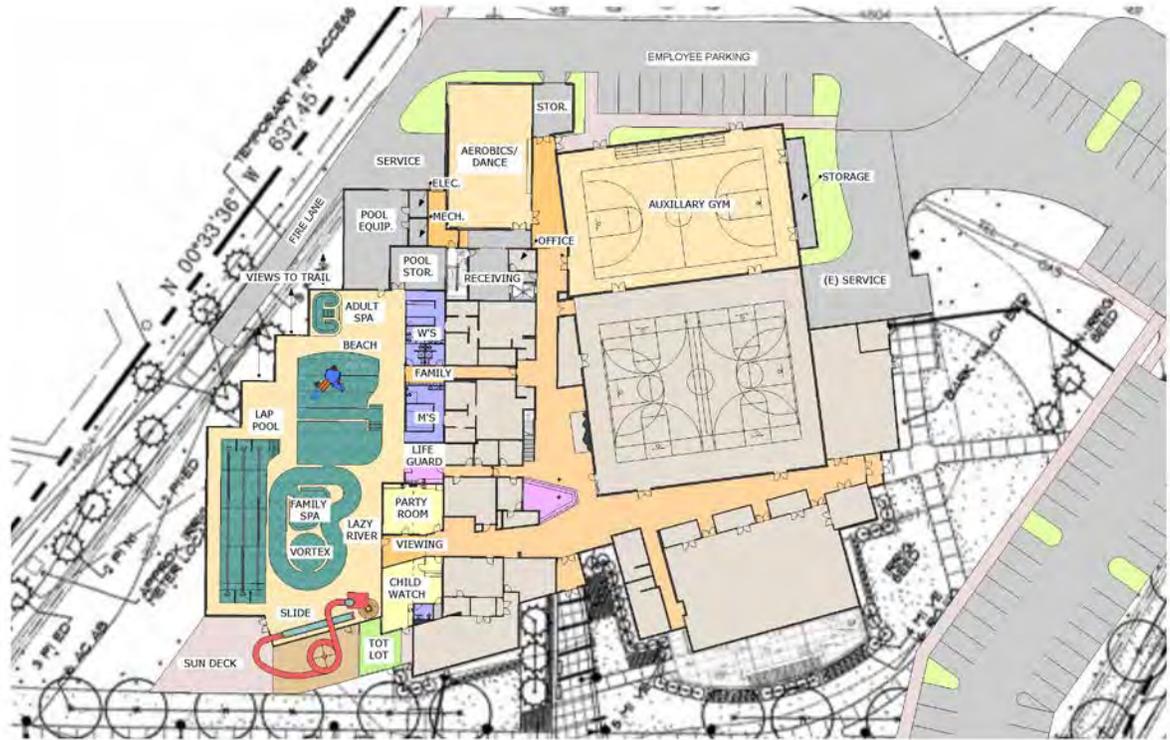
The amenities identified in Scenario 1 include:

- Aquatics addition (leisure pool, lap lanes, spa and slide)
- Child watch area
- Wet classroom/party room
- Locker area expansion
- Auxiliary gym and track
- Aerobics/dance/yoga studio
- Weights and fitness studio
- Support spaces
- 89 additional parking spaces

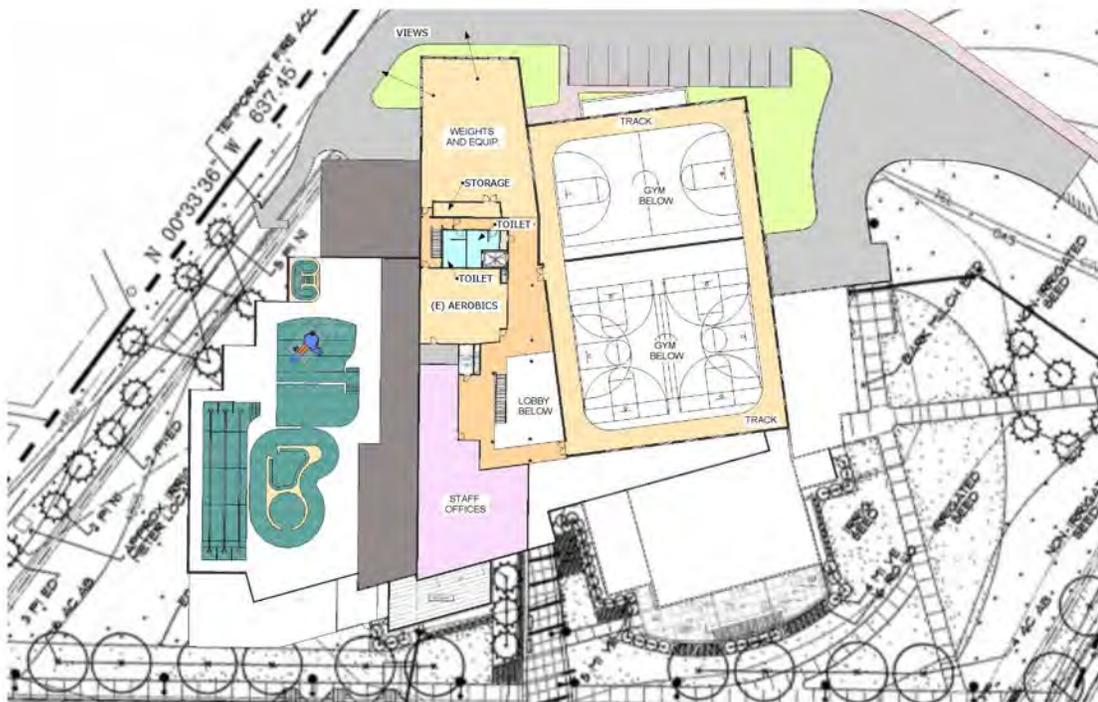
Scenario 1 includes 39,164 additional square feet:

- 2,005 support services
- 810 child watch
- 7,264 gymnasium
- 4,660 elevated track
- 4,140 fitness/wellness/weights
- 2,900 aerobics
- 310 aquatics support
- 12,910 aquatics = leisure, lap lanes of 3x25 and aquatics support (5,682 water square feet)

Scenario 1 : First Floor Source: 2012 Feasibility Study page 13



Scenario 1: Second Floor Source: 2012 Feasibility Study page 14



The mission of the Town of Windsor Parks, Recreation & Culture Department is to provide recreation and cultural opportunities for the entire community through quality programs, facilities, service and management of natural resources.

Potential Grant Source	Website	Award info	Notes	Contact info
Community Development Block Grant (CDBG)	http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs	Requires match	A flexible program that provides communities with resources to address a wide range of unique community development needs: federally funded, can be used for public facilities. This is entitlement funding through Weld County, and likely might only relate to an ADA related cause. CDBG funds are intended to provide decent housing, suitable living environments and economic opportunities, principally for low and moderate-income persons through rehabilitation and preservation, economic/job development and public facilities improvements.	
Dept. of Local Affairs (DOLA)	http://www.colorado.gov/cs/Satellite?c=Page&childpagename=DOLA-Main%2FCBONLayout&cid=1251592194217&pageName=CBONWrapper	Requires match	State grants awarded from oil and gas severance tax revenue; likely upcoming grants will focus on public safety and welfare.	
Colorado Municipal Leagues CDFC		Lease purchase		
Community Facility Loans and Grants (10.766)	http://www.federalgrantswire.com/community-facilities-loans-and-grants.html	Low income loans	Agency: Department of Agriculture, Office: Rural Housing Service; Applicant Eligibility: City, county, and State agencies - (1) are operated on a not-for-profit basis; (2) have or will have the legal authority necessary for constructing, operating, and maintaining the proposed facility or service and for obtaining, giving security for, and repaying the loan; and (3) are unable to finance the proposed project from its own resources or through commercial credit at reasonable rates and terms. Assistance is authorized for eligible applicants in rural areas of the States.	
Grants for Public Works and Economic Development Facilities (11.300)	http://www.federalgrantswire.com/grants-for-public-works-and-economic-development-facilities.html	Grants; would have to prove expansion tied to economic development opportunities.	Agency: Department of Commerce, Office: Economic Development Administration. Support the construction or rehabilitation of essential public infrastructure and facilities necessary to generate or retain private sector jobs and investments, attract private sector capital, and promote regional competitiveness, innovation, and entrepreneurship, including investments that expand and upgrade infrastructure to attract new industry, support technology-led development, accelerate new business development, and enhance the ability of regions to capitalize on opportunities presented by free trade.	
USDA Rural Development (low interest loan)	http://www.rurdev.usda.gov/RD_Loans.html	Low income loans	Community programs can make and guarantee loans to develop essential community facilities in rural areas and towns of up to 20,000 in population. Loans and guarantees are available to public entities such as municipalities, counties, and special-purpose districts, as well as to non-profit corporations and tribal governments. Loan funds may be used to construct, enlarge, or improve community facilities for health care, public safety, and public services. This can include costs to acquire land needed for a facility, pay necessary professional fees, and purchase equipment required for its operation. Federal 40 year loan, upfront fees and work. (Used on Police Department).	Cheryl Scofield, Area Director (970) 332-3107 ext 4 (970) 332-3260 fax cheryl.scofield@co.usda.gov

Boettcher Foundation	http://www.boettcherfoundation.org/home/capital-grants/	Grant sfor capital; pre-qualification required	For 75 years, the Boettcher Foundation has been making capital grants to Colorado’s most forward-thinking nonprofits. Community Enrichment – This includes grants in: <ul style="list-style-type: none"> •Arts & Culture •Community and Multi-Use Facilities •Youth Development 	600 17th Street Suite 2210 South Denver 80202 1-800-323-9640
Bohemian Foundation	http://www.bohemianfoundation.org/community-programs/pharos-fund	Emphasis on Ft. Collins, limit \$30,000	To encourage and enable our youth to become productive members of society. We want to improve the quality of life in Fort Collins through efforts to strengthen the future of our youth (eligible projects must primarily serve youth ages 18 and under). We will work to enrich the lives of our youth to create an environment where they see themselves as a success, and to create opportunities for them to function as productive, contributing citizens. We look for agencies and programs that have clear, strong evaluation systems with high expectations for youth, are responsive to backgrounds, interests and needs of youth and families, and serve a broad cross-section of youth.	Bohemian Foundation 262 E. Mountain Ave. Fort Collins CO. 80524 970-221-2636
Greeley / Weld County Community Foundation Community Collaboration	http://www.greeleyweldcomfound.org/grants	\$10,000 limit	Community Collaboration grant program promotes collaborations that help increase the capacity of nonprofit organizations to better serve our communities. The goal of the grant is to partner with agencies that have the most potential to yield positive outcomes, including greater economic security for individuals and families and thriving communities that are just and vibrant. Collaborations could include such things as basic needs, economic development, the arts, seniors/aging, or education.	Judy Knapp, President Judy@cfsgwc.org
Gates Family Foundation	http://www.gatesfamilyfoundation.org/initiatives#rural-communities	Does not accept unsolicited proposals	Rural communities and rural culture are an essential part of the identity and character of Colorado. But the future facing rural communities is full of challenges. Many face unprecedented growth pressures, while others are struggling to survive. Rural communities within Colorado face two very different circumstances. Much of eastern and southern Colorado continues to experience population declines and a contraction of agriculturally-based economies, as young people seek careers in population centers. For many other rural areas, particularly on the West Slope, communities face unprecedented changes due to population growth, increased urbanization, energy development and the growth of the recreational economy. Given this changing reality, the Foundation will work to maximize the impact of its grants to rural communities by focusing on projects that best contribute to the quality of life and long-term health and viability of rural communities. The Foundation will continue to invest in facilities that reinforce the strength of rural main streets and downtown areas.	3575 Cherry Creek Drive North Suite 100 Denver CO 80209 303-722-1881
El Pomar Foundation	http://www.elpomar.org/	No set form or projects; must funnel through 501 C 3 organization. Limit \$100,000 at present.	At this time, due to El Pomar’s emphasis on assisting those most affected by the current economic conditions, the Trustees will not consider any capital grant requests exceeding \$100,000, unless initiated by the Foundation. Priority consideration will be provided to capital projects that have received local community and other support. Due to the tremendous need throughout the state of Colorado, capital grant requests, if funded, may be funded at lesser levels than requested.	10 Lake Circle Colorado Springs, Colorado 80906 719.633.7733 800.554.7711



Community Recreation Center Expansion Partner Possibilities

JANUARY 2013

Developing a Model

In 2011, the Town of Windsor participated in a statistically valid community survey with the YMCA of Longmont. The survey and focus groups indicated public interest in completing components of the Community Recreation Center that had been identified in the 2002 sales tax campaign, particularly indoor pools with play features, lap lanes, weight training space and cardio training space.



Windsor Community Recreation Center (concept, 2004)

In 2012, Barker Rinker Seacat (BRS) was contracted to complete a feasibility study, including conceptual design, construction estimates and operating cost projections.

Potential Partners



The Town of Windsor frequently partners with public and private entities to provide services and is interested in learning more about potential partners, if expansion of the Community Recreation Center should occur.

- **Full partners** should be able to participate in physical as well as operational improvements.
- **Partial partners** should be able to participate in operations.

Viable partners with the Town of Windsor should be able to display:

- Financial solvency
- Length of time in field/business
- Length of time in the local area
- Location relevant to local area
- Current client/membership base strength
- Expertise in facility operations (one or more components)
- Ability to potentially contribute to capital construction
- Ability to contribute to operational costs

Dates of interest

- *March, 2011 Survey by RRC, Inc.*
- *April, 2012 Feasibility Study by BRS, LLC*
- *June, 2012 Ad Hoc Committee appointed to recommend a sound financial package for the construction and subsequent operation*
- *October, 2012 Ad Hoc report to Town Board*
- *February, 2013 Partnership Opportunities announced*

Inside:

Scenario 1 First Floor	2
Scenario 1 Amenities	2
Scenario 1 Second Floor	3
Scenario 1 Construction	3
Partnership Details	4
Contact Information	4

Scenario 1 : First Floor



Amenities

THE BRS TEAM PROVIDED ORDER OF MAGNITUDE COST ESTIMATES, OPERATIONAL EXPENSE ESTIMATES AND PLAN GRAPHICS TO SUPPORT RECOMMENDATIONS TO ENHANCE THE FACILITY.

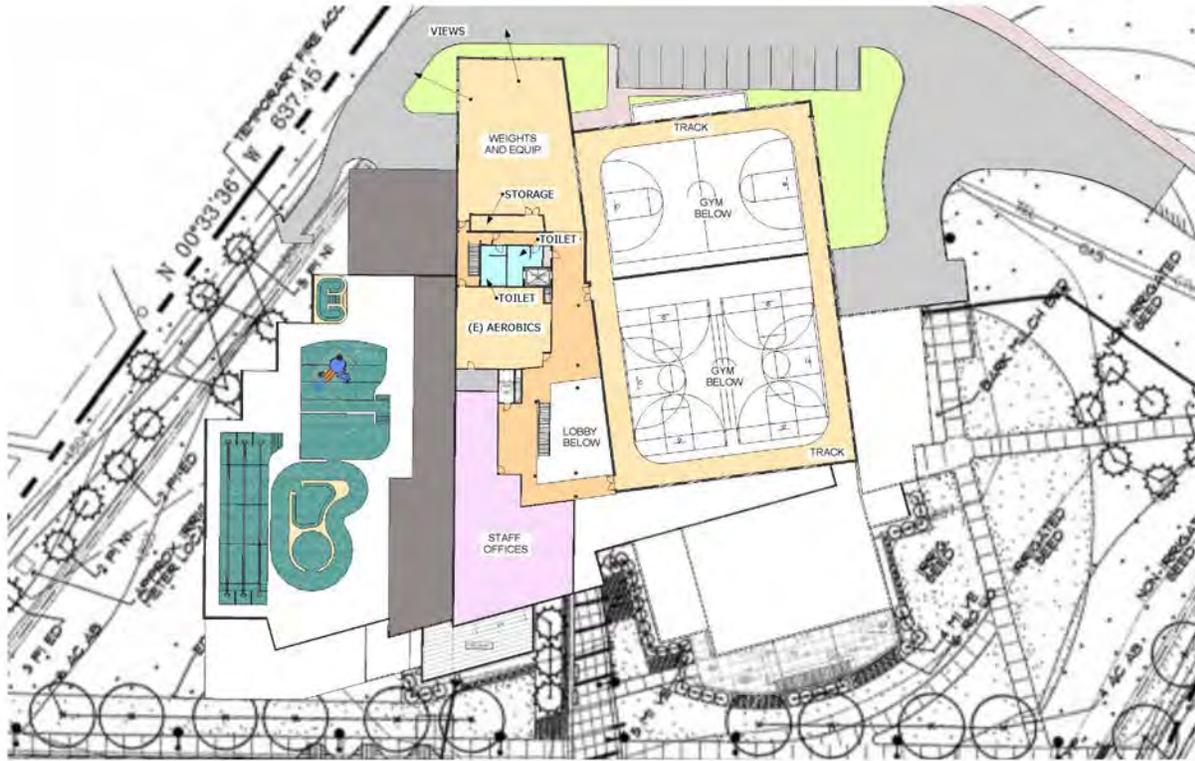
The amenities identified in Scenario 1 include:

- Aquatics addition (leisure pool, lap lanes, spa and slide)
- Child watch area
- Wet classroom/party room
- Locker area expansion
- Auxiliary gym and track
- Aerobics/dance/yoga studio
- Weights and fitness studio
- Support spaces
- 89 additional parking spaces

Scenario 1 includes 39,164 additional square feet:

- 2,005 support services
- 810 child watch
- 7,264 gymnasium
- 4,660 elevated track
- 4,140 fitness/wellness/weights
- 2,900 aerobics
- 310 aquatics support
- 12,910 aquatics = leisure, lap lanes of 3x25 and aquatics support (5,682 water square feet)
- 615 wet classroom party room

Scenario 1: Second Floor



Scenario 1: Cost Estimates

Project Component	Cost
Facility Construction (all building infrastructure)	\$9,643,000
Off-Site Construction (street changes, lighting, storm, water, etc.)	\$0
Site Construction (1 acre all outside of building demo and new)	\$474,697
Other project development costs (professional fees, water/sewer plant investment fees, permits, testing, FF&E)	\$2,349,072
Contingency (10%)	\$1,246,677
Total project costs	\$13,713,446

**NOT INCLUDED:
2ND FLOOR
OFFICES, HAUL/
IMPORT OF FILL,
LEGAL FEES,
SALES TAX.**

Forming a Partnership ... Next Steps

The Town of Windsor defines a partnership as:

"An identified idea or concept involving the Town of Windsor Parks, Recreation & Culture Department and for-profit, non-profit, and/or governmental entities, outlining the application of combined resources to develop facilities, programs, and/or amenities for the Town and its citizens."

Interested? Submit a Letter of Interest by March 2, 2013!

Letters of Interest for a potential partnership regarding expansion of the Community Recreation Center are being accepted until March 2, 2013. Letters should briefly address the components of a viable partnership as outlined on page one (1) and be limited to no more than three (3) pages. Staff and Town Board will review letters and determine if a partnership opportunity is announced as per the Partnership Guidelines abbreviated to the right. If such opportunity is announced, a formal RFP process will be initiated.

Questions?

Contact staff at the information below.

Partnership Steps:

(excerpt from Partnership Guidelines)

- Public notification of partnership opportunity
- Preliminary proposal form interested parties
- Review by Town staff
- Request for proposal "RFP" (\$5,000 or more)
- Formal proposal
- Review (by staff and others)
- Formal Partnership Agreement drafted
- Approval by Parks, Recreation & Culture Board
- Approval by Town Board

Town of Windsor Department of Parks, Recreation & Culture... Your *Link* to quality of life

Melissa M. Chew, CPRP
Director of Parks, Recreation & Culture
Town of Windsor
301 Walnut Street
Windsor CO 80550

phone: 970-674-2400
fax: 970-674-2456
e-mail: mchew@windsorgov.com

VISIT US ON THE WEB

WWW.WINDSORGOV.COM/PRC



The mission of the Town of Windsor Parks, Recreation & Culture Department is to provide recreation and cultural opportunities for the entire community through quality programs, facilities, service and management of natural resources.



January 21, 2012

Dear Prospective Town of Windsor Partner,

The Town of Windsor has been involved in various steps to determine the possibility of expanding the Community Recreation Center. The Town of Windsor frequently partners with public and private entities to provide services and is interested in learning more about potential partners, if expansion of the Community Recreation Center should occur.

As a fellow professional in the fitness / wellness field, the Town would like to invite you to submit a letter of interest regarding this project. Attached is an informational packet that outlines the process the Town of Windsor has conducted thus far including:

- A public survey in partnership with Longmont YMCA
- A feasibility study with a private consultant
- An Ad Hoc Committee's recommendations for financing

Additional detailed information, including the final survey report, feasibility study presentation and Ad Hoc presentation can also be found on the Town's website at www.windsorgov.com/CRCexpand.

Letters of interest must be received no later than March 2, 2013. Should you have any questions, please feel free to contact me at (970) 674-2423 or mchew@windsorgov.com.

Sincerely,

Melissa M. Chew, CPRP
Director of Parks, Recreation & Culture

Potential partner	Partnership Level of Interest Expressed	Indication of Financial Solvency	Length of Time in Field	Length of Time in Local Area	Location Relevant to Local Area	Current Client / Membership Base Strength	Expertise in Facility Operations	Ability to Contribute to Capital Costs	Ability to Contribute to Operations Costs
Windsor Health Club / Anne L'Orange 655 Academy Court Windsor CO 80550 970-674-1080	Not indicated	References growth during recession	1 partner 30 years as Personal Trainer	5 years	Windsor	800+ members	Operating own club; "Best Health Club" X3	Not indicated	Not indicated
University of Colorado Health / Meredith Box 1870 Marina Drive, Suite 103 Windsor CO 80550 970-495-8402	Capital and Operational	Implied - 165 years of business experience	165 years combined partners	80 years UCH; 51 years AFM; 34 years MLF	Windsor, Ft. Collins, Loveland	1700 members at PVMF	Extensive; Operating two facilities - PVMF and Miramont	Expressed interest	Expressed interest
Ed & Ruth Lehman YMCA / Tony Shockency 950 Lashley St. Longmont CO 80504 303-776-0370	Capital and Operational	Stated; Included Financial Statements / Audit	160 years	50 years	Longmont; exploring expansion to Northern Colorado since 2008	Up to 16,000 visits per month in Longmont	Extensive; YMCA is international model	Expressed interest and experience in fund raising	Expressed iinterest

Agency / Population	Facility Constructed	Did private fitness/wellness clubs exist in your community prior to construction of your facility?	Did these same clubs continue to operate after your facility opened? Do they still operate now?	Did NEW private clubs locate in your community after the construction of your facility?	Did you enter into any partnerships for construction and/or operation of your facility?	Other Comments
Fruita / 12,600	2011	Yes, there was one existing fitness club	Yes. They are still in existence	Yes, a CrossFit gym opened up last month	Our only partnership for construction and operations has been with Mesa County Public Libraries. We did not enter into a partnership with the local fitness club.	
Western Eagle County Metro Recreation District (Basalt & Gypsum)/ 26,000	2006	Yes	Some closed and some remained open	Specialty fitness clubs have opened regularly - Crossfit, Pilates, Yoga, Martial Arts with Fitness, Sports Performance Training Centers, Homeowner Association Fitness (open to the public) have all opened and are in business now (6 years later)	We partnered with municipalities within our district (we are a special recreation district). We partner with area businesses for portions of our rec center services: gymnastics - we use a private gymnastics club and split revenues; t-shirts, printing, maintenance, painting, cleaning, instructors, martial arts, etc: by using local vendors for portions of our services and operations, we provide a direct economic benefit to the community and build strong relationships with the entire business community	
Commerce City / 45,000	1987	Unknown	Unknown	The Belle Creek Family Center and Reunion Recreation Center both operated by Metro Districts within the Commerce City limits opened in 2002-2003 ... there have also been at least one or two small fitness facilities open in small commercial space, I know at least one is still open.	The City has not entered into a partnership for construction of any facilities; the City provided operational support in the amount of \$150,000 per year for the first five (5) years of operation of the Belle Creek Family Center ... the Belle Creek Family Center honors the same resident drop-in rates for use of the Family Center that Commerce City has for the Commerce City Recreation Center ... there is not a current agreement with Belle Creek and the City no longer provides any funding for the Family Center.	

Durango / 17,000	2002	Yes, there were 6 private fitness/wellness clubs in Durango prior to the construction of the Recreation Center. There was significant opposition and concern from the private clubs with the development of the Recreation Center.	Generally yes, however, some of them changed their business model. Some of them changed ownership, smaller facilities went out of business, and others have continued to thrive.	Yes, in fact, we worked with the owner of the new Core Value Fitness as a Personal Trainer and fitness instructor for a number of years before she opened her own business. Additional new private clubs have opened and the Recreation Center is not causing problems for the local private fitness clubs.	No, we reached out to all the private clubs and they were not interested in partnerships directly. We are using a number of independent contractors as Personal Trainers and fitness instructors that work for both the City and private clubs.	
Ft. Collins Northside Aztlan Community Center / 145,000	2007	Yes, Miramont, Fort Collins Club and Raintree Athletic Center are the targets. There is also a 24 Hour Fitness and a hand full of smaller clubs as well.	Yes and Yes.	Yes, Old Town Fitness Club opened about a year after the Northside did and it's about 2 blocks away.	No.	
Loveland / 67,000	2010	Several private fitness clubs existed when we completed our recent renovation. Plus, several "store-front" fitness businesses existed when the Chilson Center was first constructed in 1987.	One main club went out of business since our renovation was completed. However, their business was not doing well prior to our decision to move forward on the project.	Gold's Gym opened well after the Chilson Center was originally constructed. Two other small clubs in town joined forces soon after the renovation in 2010.	No partnerships with private entities...	One final note – we believe that public supported facilities and private facilities can co-exist in the same market place. In fact if there is an effective public facility available it can serve as a feeder for private clubs where individuals want adult-only (or restricted) use with upgraded amenities. However, almost all private operators will tell you that they would much rather have the market to themselves without a public supported facility available.
Cody, WY / 10,000	2001	Yes	Yes	Yes	No	

Campbell County, Gillette , WY / 30,000	2010	<p>Yes, there were three different private clubs in our community. We had a very good relationship with each of them. However there was one club (the largest of the three private clubs) that was very much against our new facility. I and staff members met with the owner and his staff several times during the design and construction process. Our point was that the clientele of our facility was much different than theirs. Our facility was in operation (started in 1973) many years prior to them opening their doors, etc. They realized our project was moving forward, but wanted us to get an understanding of their point of view, which we certainly did.</p>	<p>Of the three clubs, one did close its doors, Pace Fitness. Although, for 6-8 years, the club had many owners throughout its existence, it changed hands many times. The other two clubs continue to operated, one is moving into a new building. The other is a 24 hr. fitness club.</p>	<p>Yes, a new club started up about 18 months ago. It focuses on “Cross Fit” types of exercises/programs. It started out very small, but is gaining membership.</p>	<p>This was key to the success of our project. The Campbell County Parks and Recreation Department partnered with the School District and City of Gillette, in the design, construction and implementation of paying for and operating the new Recreation Center. It’s a great story!</p>	<p>The Campbell County Parks and Recreation Department was established in 1971. At the time, the County had the funds to start up parks and recreation operations, the City of Gillette had really no financial ability to do so. The mineral industry; coal, oil, natural gas, began to grow in the mid 70’s and several cycles of boom and bust during the past 4 decades. The coal industry has been quit steady throughout this time and Gillette has grown from a town of 4,500 to over 30,000 in the time frame. The County population is approximately 43,000 people. The Campbell County Parks and Recreation Department serves the entire County. Our facility opened April 7, 2010. It has been a great success. The patrons love it, we went from averaging about 465 people per day coming through the doors to 1,200 per day. The old facility was approximately 56,400 s.f., new facility 190,000 s.f.</p>
Glenwood Springs / 9,000	2001; aquatic addition 2006	YES, including Curves, two other private clubs	Curves closed 2 years ago due to economy, others remain open	CrossFit	No	We have heard numerous times that folks use a certain facility because they either “don’t want to be around kids” or “I want a REAL work out”. We focus on families, not weight lifting, body building type equipment.
Greeley / 92,000	Funplex 2006	Yes	Yes	Yes - Curves, Anytime Fitness	No	

Parker / 50,000	2007	Yes	Yes	Yes. Life Time Fitness opened shortly after the completion of our Fieldhouse, and initially there was some defection from our Recreation Center to their club, but we have certainly rebounded with memberships and Life Time is thriving as well. Different clientele with different needs.	Not initially. Prior to the Fieldhouse opening, there were a few groups that wanted to call the Fieldhouse their "home base". These groups primarily included inline hockey organizations, soccer clubs, and youth performance training. Two of these groups have since dissolved and are no longer operating, but we have partnered with several organizations to supplement our current programming mostly in sports camps (soccer, basketball, volleyball, skate boarding, fencing, archery, tennis, inline hockey) .	
Erie, CO / 20,000	2008	Yes, there was one private business (24 Hour Fitness) located in our community prior to the opening of the Erie Community Center in 2008.	No, this business closed shortly after the Erie Community Center opened. The retail space that they occupied is still vacant. (It should be noted that two other large private recreation centers in HOAs opened about that time as well within 1 mile of the 24 Hour Fitness business.)	Yes, two small clubs offering Personal Training and the CrossFit style of fitness programming have opened since the Center opened and are still in business at this time.	The Town of Erie managed the construction of the facility, but did appoint an Owner's Representative to assist with Project Management. We utilize an extensive range of contractors to provide programming at the Center, but the operations of the facility are handled by Town staff.	
Las Cruces, NM / 100,000	2010	Yes	Yes and Yes.	Yes	No	
Cottonwood, AZ / 12,000	2012	Yes, but they were relatively small with limited offerings. A Snap Fitness Center still exists the other, non-chain, facility closed.		Not since we opened our center.	No. Initially we had discussions with the medical center about providing space for a rehab center. Those talks never resulted in a partnership.	
Longmont / 87,850	2002	Yes - there were two large clubs that told us they would not fight our election if we downsized the weight room area. We did and now we are way to undersized.	Yes - some change in ownership	Yes many of varying sizes	No.	

Laramie, WY / 31,900	2004	Yes, 2 private clubs.	One is still open. The other closed a year after opening but not for reasons associated with the public facility.	<p>The city negotiated agreements and partnerships with the school district, the hospital, a local fitness provider, the local swim club, a local chiropractor, and the local orthopedic medical group to partner with these organizations for the following win/win situations:</p> <ul style="list-style-type: none"> • The school district pays \$50,000 per year from the Albany County Recreation Board to support the ongoing maintenance of the 8 lane pool in exchange for free use of the pool for all school district swimming meets. • The hospital pays a monthly access fee along with daily visit fees for physical therapy with patients in the deep water. • The local swim club rents the 8 lane pool per lane/per hour for learn to swim and swim club practices and swim meets. • The local orthopedic medical group pays a monthly access fee along with daily visit fees for physical therapy with patients in the deep water. • A local long time fitness provider moved her business and clients to the Recreation Center to provide aerobic, step, pilates, spinning, and other fitness classes within the group exercise room with a negotiated income split. • A local chiropractor conducts stretching classes for community members throughout the winter months with a negotiated split in income. 	Yes.	
Park City, UT / 7,500	2010	Yes	Yes	Yes. \$10.5 million remodel in 2011.	Not currently but did back in the early 90's	Facility first opened in 1989 but just completed a \$10.5 million renovation rebuild open Dec 30,2011
Glendale, CO / 4,430	1999-2011	Yes	Yes		Operational partnerships (Greater Denver YMCA), not capital.	Municipal owned.
Mid Valley (Basalt & El Jebel; Crown Mountain PRD)	2103 vote pending	Yes, several.			Crown Mountain Park & Recreation District utilizes program partnerships currently.	In June 2012, Eagle County Commissioners approved Crown Mountain Park & Recreation District's master plan amendment, which includes the Rec Center. Following additional public outreach and opportunities for community feedback this spring and summer, the Mid Valley Rec Center may go to a public vote as soon as November 2013.

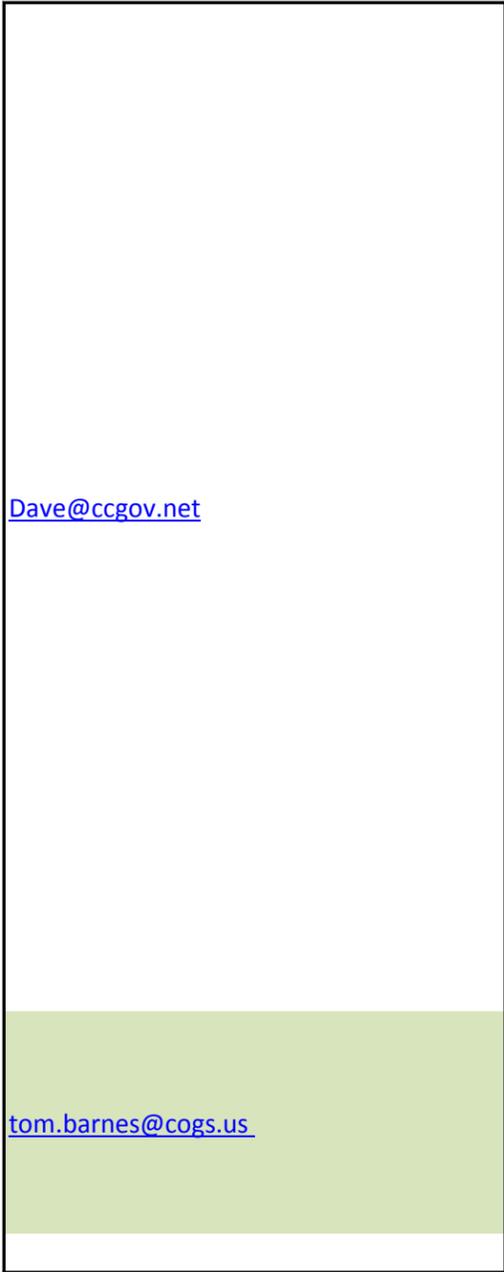
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Community / Size	Facility Constructed	Partners	Type of Facility	Cost of Facility	Partnerships	Other Comments
Muskingum Recreation Center, Ohio /86,237	Spring 2014	Ohio University-Zanesville, Genesis HealthCare System, Muskingum County Community Foundation, Muskingum Family Y	Aquatic/Recreation Center	\$10 million	YMCA - \$500,000; County - \$500,000; Genesis Health Care System - Equipment/Memberships for Wellness Center	
Morgan Hill, CA/38,477	Spring 2013	Mt. Madonna YMCA, City of Morgan Hill	Aquatic/Wellness/Teen Center/Gymnasium	\$28 million	Collaborative effort in operations and programming.	
North Las Vegas, NV/219,020	2010	YMCA of Southern Nevada	Fitness Center/ Aquatic Center/Group Exercise/Common Areas	\$18 million	Operation and management services.	Previously operated by the City.
Ball-Chatham Public Schools, Illinois/ 11,614	2011	FitClub/St. John's Hospital/Ball-Chatham Public Schools/H&I Real Estate	Fitness and Aquatics Facility	\$6 million	H&I Funded Construction Costs and lease land from the School/School Dist. is leasing the Aquatics Ctr. From H&I/FitClub leases the Health Club Area/St. John's leases the AthletiCare from H&I.	
Waverly, IA/10,000	2008	City of Waverly and Wartburg College	Fitness Center/Group Exercise/Climbing Wall, Sports Courts/Indoor Running track/Massage & Therapy rooms/Leisure Pool/Competitive Pool	\$31 million	City pays Wartburg College to administer programming	
Deleware, Ohio/35,541	2011	YMCA of Central Ohio and City of Deleware, OH	Recreation Center and Outdoor Leisure Pool	\$14 million	Management of facility and programs	Facility built by the City.
Clearwater, FL/107,784	2012	City of Clearwater, FL/Boys & Girls Club of the Suncoast and the Dr. Martin Luther King Jr. Neighborhood Family Center	Aquatic Center/ Gymnasiums/ Fitness Center/ 3 Multi Purpose Rooms	Existing facility, City dedicated funds to remodel.	All 3 groups relocated to the one facility, City offers the facility/building maintenance/scheduling of programs. Partners provide programs in the facility. City eliminated simliar programs on their end.	
Boise, ID/210,145	1990's	West Family YMCA/ City of Boise	Aquatic Center/ Wellness Center/ Gymnasium/ Teen Center	\$13.5 million	City-Capital Costs/YMCA- operation and programming costs.	\$1.5 million pledge from Hewlett-Packard; Land donation from local developer: \$660,000; \$8 million rasied in the community; \$5 million provided by the City;

Amherst, OH/12,021	2013	Mercy Medical and Lorain County Metro Parks	Aquatic Center/ Wellness Center/ Walking Track/ Concessions/ Inclusive playground/ Room Rentals	\$7 million	Mercy Medical will rent 10,000 sq. feet fo the facility and maintains Naming Rights	Land donation valued at \$2 million; Mercy Medical paid \$2 million for naming rights
Charlottesville, VA/43,511	2012	Jefferson School African American Heritage Center and Carver Recreation Center (Jefferson City Center)	Café/ Gymnasium/ Skate Rink/ Computer Labs/ Community Rooms/ Multiple class rooms		7 non profit parnters with each group having designated spaces. Each financially supported the capital and will support the operational costs.	African American Heritage Center/ Carver Recreation Center/ Common Grounds Healing Arts/ JAVA/ Literacy Volunteers of Charlottesville/ Piedmont Family YMCA; Piedmont VA Community College; Women's Iniative/ School District
Colorado Springs Parks & Recreation/426,388	2012	City and YMCA	4 Swimming Facilities and 2 Recreation Centers		City of CS remained the owners of the facilities but the YMCA took over ownership of all sites which included the management and operations.	<p>YMCA will be responsible for operating income and expenses; ° Should there be a year-end short fall; the City will subsidize the YMCA to the point of a break-even status.</p> <p>° Should the YMCA realize excess revenue at year-end, those funds will be shared between both parties.</p> <ul style="list-style-type: none"> • 2012 City budget supplemental appropriation request = \$425,000 ° Based on estimated operating expenses minus revenues for each site. ° Should revenues come in higher than budgeted, or expenses lower than anticipated, the subsidy amount will be appropriately reduced.

City of Glendale, CO/4,432	2006	City and YMCA	Glendale Sports Center		City of Glendale built the facility with no capital funds from the YMCA. There are many big boxes around that helped fund the whole complex (Sports park, Sports Center, Events Center)	The YMCA has held the management contract for the City of Glendale for the past 6 to 7 years. The contract covers all programming, staff and 15% to the YMCA for extra costs. Since the facility is so new they have not had to address the issue of capital improvements. The YMCA contract stated that it would be on the City to repair any major fixes. The YMCA oversees all of the staff from contractual, cleaning, front desk, executive director, etc. They lease all of their exercise equipment on a 3 year rotation. Their Executive Director attends all City meetings. The YMCA staff work very closely with the City staff. The City of Glendale subsidizes their residents memberships \$10 per resident to join on a monthly basis.



FUTURE TOWN BOARD MEETINGS

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

April 8, 2013 5:30 p.m. - First floor conference room	Board/Manager/Attorney Monthly Meeting
April 8, 2013 7:00 p.m.	Town Board Meeting
April 15, 2013 6:00 p.m.	Town Board Work Session USA Pro Cycling Challenge update and IGA review – K. Arnold Drought preparedness plan
April 22, 2013 6:00 p.m.	Town Board Work Session
April 22, 2013 7:00 p.m.	Town Board Meeting
April 29, 2013	Fifth Monday
May 6, 2013 6:00 p.m.	Town Board Work Session
May 13, 2013 5:30 p.m. - First floor conference room	Board/Manager/Attorney Monthly Meeting
May 13, 2013 7:00 p.m.	Town Board Meeting Kern Board Meeting
May 20, 2013 6:00 p.m.	Town Board Work Session
May 27, 2013	Memorial Day – Meetings cancelled
June 3, 2013 6:00 p.m.	Town Board Work Session
June 10, 2013 5:30 p.m. - First floor conference room	Board/Manager/Attorney Monthly Meeting
June 10, 2013 7:00 p.m.	Town Board Meeting
June 17, 2013 6:00 p.m.	Town Board Work Session
June 24, 2013 6:00 p.m.	Town Board Work Session
June 24, 2013 7:00 p.m.	Town Board Meeting
<u>Additional Events</u>	
April 17, 2013 Severance, CO	Weld County/Severance/Windsor joint meeting
April 17, 2013 The Ranch	NFRMPO Transportation Orientation – attending: Ivan Adams
April 22, 2013 Loveland, CO	Local Governments Work Together lunch – attending: Don Thompson, Jeremy Rose, Ivan Adams

April 24, 2013 Advisory Board Appreciation Dinner
Community Recreation Center

May 20, 2013 CML Spring Outreach Meeting
Fort Collins

Future Work Session Topics

Law West Tributary Improvements