TOWN BOARD REGULAR MEETING
August 24, 2015 - 7:00 P.M.
Town Board Chambers
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.

AGENDA

A. CALL TO ORDER

1. Roll Call

2. Pledge of Allegiance

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

4. Board Liaison Reports
   - Mayor Pro Tem Baker – Water & Sewer Board; North Front Range/MPO alternate
   - Town Board Member Morgan – Parks, Recreation & Culture; Great Western Trail Authority
   - Town Board Member Melendez – Downtown Development Authority; Chamber of Commerce
   - Town Board Member Rose – Clearview Library Board
   - Town Board Member Bishop-Cotner – Historic Preservation Commission; Planning Commission
   - Town Board Member Adams – Tree Board; Poudre River Trail Corridor Board
   - Mayor Vazquez – Windsor Housing Authority; North Front Range/MPO

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

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

B. CONSENT CALENDAR

1. Minutes of the August 10, 2015 Regular Town Board Meeting – P. Garcia
2. Advisory Board appointments – P. Garcia
3. Authorization of Mayor to Sign Letter in Support of the Northern Integrated Supply Project (NISP) – K. Arnold

C. BOARD ACTION

1. Ordinance No. 2015-1504 – An Ordinance Repealing, Amending and Readopting Article I, Chapter 16 of the *Windsor Municipal Code* With Respect to Metropolitan District Approvals in the Town Of Windsor
   Super-majority vote required for adoption on second reading
   - Second reading
   - Legislative action
   - Staff presentation: Kimberly A. Emil, Assistant Town Attorney

2. Resolution No. 2015-56 – A Resolution Pursuant to Section 19-1-60 (a) of the *Windsor Municipal Code* Approving the Format for a Model Metropolitan District Service Plan Within the Town of Windsor.
   - Legislative action
   - Staff presentation: Kimberly A. Emil, Assistant Town Attorney

3. Ordinance No. 2015-1505 – An Ordinance Approving the Re-zoning of a Portion of the Highland Meadows Golf Course Subdivision 13th Filing, Jon Turner, Colorado 80 Holdings, LLC., applicant/ Eric Greene, Power to Play Sports, applicant's representative
   Super-majority vote required for adoption on second reading
   - Second reading
   - Legislative action
   - Staff presentation: Josh Olhava, Associate Planner

4. Site Plan Presentation – Windsor Commons Subdivision 2nd Filing, Lot 3 – Windsor Commons Self Storage expansion – Garry Wilkening, Wilkening Storage LLC., applicant
   - Staff presentation: Josh Olhava, Associate Planner

5. Consideration of Letter of Support – Department of Local Affairs Grant for Feasibility Study
   - Staff presentation: Patti Garcia, Town Clerk/Assistant to Town Manager

6. Financial Report - July 2015
   - Staff presentation: Dean Moyer, Director of Finance

D. COMMUNICATIONS

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

E. ADJOURN

TOWN BOARD REGULAR MEETING
August 10, 2015 - 7:00 P.M.
Town Board Chambers
301 Walnut Street, Windsor, CO 80550

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MINUTES

A. CALL TO ORDER
Mayor Vazquez called the regular meeting to order at 7:03 p.m.

1. Roll Call

	Mayor	John Vazquez
	Mayor Pro Tem	Myles Baker
		Christian Morgan
		Jeremy Rose
		Kristie Melendez
		Robert Bishop-Cotner
	Absent	Ivan Adams
Also Present:	Town Manager	Kelly Arnold
	Town Attorney	Ian McCargar
	Town Clerk/Assistant to Town Manager	Patti Garcia
	Communications/Assistant to Town Manager	Kelly Unger
	Chief of Police	John Michaels
	Director of Engineering	Dennis Wagner
	Assistant Town Attorney/ Town Prosecutor	Kim Emil
	Director of Planning	Scott Ballstadt
	Associate Planner	Paul Hornbeck
	Director of Finance	Dean Moyer
	Associate Planner	Josh Olhava

2. Pledge of Allegiance
Town Board Member Morgan led the Pledge of Allegiance

3. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
Town Board Member Melendez motioned to approve the agenda as amended. Town Board Member Bishop-Cotner seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Morgan, Rose Melendez, Bishop-Cotner, Vazquez; Nays- None; Motion passed.

1. Board Liaison Reports
   - Mayor Pro Tem Baker – Water & Sewer Board; North Front Range/MPO alternate
     Mayor Pro Tem Baker had no report from the Water & Sewer Board; next meeting is scheduled for August 12, 2015.
     Mr. Baker had no report from the MPO.
   - Town Board Member Morgan – Parks, Recreation & Culture; Great Western Trail Authority
     Town Board Member Morgan had no report.

DRAFT

- Town Board Member Melendez – Downtown Development Authority; Chamber of Commerce
  Town Board Member Melendez reported on the downtown promotion, Get Mugged, that will coincide with the US Pro Challenge Race on August 22, 2015. A commemorative mug will be given to individuals making a purchase of any kind in the participating businesses that day while supplies last.
  Ms. Melendez had no report from the Chamber of Commerce.
- Town Board Member Rose – Clearview Library Board
  Town Board Member Rose had no report; next meeting is August 27, 2015 at 5:30.
- Town Board Member Bishop-Cotner – Historic Preservation Commission; Planning Commission
  Town Board Member Bishop-Cotner had no Report.
- Town Board Member Adams – Tree Board; Poudre River Trail Corridor Board
  Absent; no report
- Mayor Vazquez – Windsor Housing Authority; North Front Range/MPO
  Mayor Vazquez had no report for the MPO.
  Mr. Vazquez reported the Windsor Housing Authority phase II construction is moving forward and the Century III properties are doing well.

2. Invited to be Heard
   Mayor Vazquez opened the meeting for public comment and let the audience know that if there is any future action before the board in a hearing process on a conditional use grant, the board is obligated to act in a fair and impartial way. The board can hear comments and concerns but not evidence and things of that nature to preserve the integrity of due process.

   Town Attorney, Ian McCarger reviewed the material regarding the conditional use grant and discussed the issue with the representative. A determination was made that any comments can be heard but a presentation of material would be best be saved for a public hearing. Mr. McCargar's recommendation would be to refer the issue to staff first to attempt to resolve the issue.

   Judith Sanborn, 539 Trailwood Circle, Windsor, Colorado 80550, stated she did not want to come before the Town Board and feels like her issue is a staff matter. Ms. Sanborn feels there is a discrepancy between the proposal, the meeting where it was accepted by the board and the enforcement.

   Mr. Vazquez asked Ms. Sanborn if she has addressed her concerns with the Town Manager.
   Mr. Sanborn stated she has been told by others to go to the Town Board.

   Mr. Vazquez asked Ms. Sanborn to discuss her concerns with the Town Manager first and move on from there and if she does not feel like she is being heard by staff to come back before the Town Board.

B. CONSENT CALENDAR

1. Minutes of the July 27, 2015 Regular Town Board Meeting – P. Garcia

2. Resolution No. 2015-50 – A Resolution Approving the First Amendment to the Water Service Agreement Dated August 12, 2013, between the North Weld County Water District and the Town of Windsor – D. Wagner
3. Resolution No. 2015- 51 – A Resolution of Support for the Creation of the U.S. Highway 34 Coalition – K. Arnold
4. Resolution No. 2015-52 – A Resolution Ratifying, Approving and Confirming the Terms of an Intergovernmental Agreement ("IGA") for Regional Communications Services Between the Town of Windsor and Weld County – J. Michaels
5. Resolution No. 2015-53 – A Resolution Vacating a 20-Foot Wide Utility and Drainage Easement, the Center Line of Which Lies on the Property Line Between Lots 64 and 65 of the Hilltop Estates Subdivision in the Town of Windsor, Colorado – I. McCargar
6. Resolution No. 2015-54 – A Resolution Approving and Accepting a Deed of Dedication for Access, Egress, and Utilities and Drainage Easement Within a Portion of Lot 64, Hilltop Estates Subdivision in the Town of Windsor, Colorado – I. McCargar
7. Report of Bills July 2015 – D. Moyer
   Mayor Pro Tem Baker motioned to approve the consent calendar as presented; Town Board Member Morgan seconded the motion. Roll call on the vote resulted as follows: Yeas –Baker, Morgan, Rose, Melendez, Bishop-Cotner, Vazquez; Nays- None; Motion passed.

C. BOARD ACTION

1. <u>Ordinance No. 2015-1500 - An Ordinance Annexing Certain Real Property Pursuant to the Enclave Annexation Powers Granted Municipalities Under the Colorado Municipal Annexation Act of 1965, and Designating Such Property as "The Breniman Annexation To The Town Of Windsor"</u>
   - Second reading
   - Legislative action
   - Staff presentation: Ian D. McCargar, Town Attorney

   Town Board Member Melendez motioned to approve Ordinance No. 2015-1500 - An Ordinance Annexing Certain Real Property Pursuant to the Enclave Annexation Powers Granted Municipalities Under the Colorado Municipal Annexation Act of 1965, and Designating Such Property as "The Breniman Annexation To The Town Of Windsor"; Town Board Member Morgan seconded the motion.

   Town Attorney Ian McCargar presented Ordinance No 2015-1500 for final adoption, which brings the Breniman Annexation into the Town of Windsor. This property is a statutory enclave and is being annexed through the enclave annexation powers under the statue. We have complied with the notice requirements under the statue and have also presented this to the Town Board on first reading. This ordinance is identical to what was approved on first reading and it is being recommended that it be adopted on second reading.

   Mr. Baker asked how long the agricultural and hunting uses will be allowed on the property.
   Mr. McCargar stated the agricultural uses may continue for so long as they remain the same in degree and character as they are now. The hunting uses may continue for waterfowl by shotgun unless the Town Board approves a resolution to curtail hunting on the property.

Mr. Vazquez inquired if Mr. McCargar has been engaged with the landowners and do they recognize the Town of Windsor's willingness to work with them.

Mr. McCargar stated that negotiations with the annexation agreement really were negotiations with the landowners.

Mr. Vazquez opened the meeting for public comment to which there was none.

Roll Call on the vote as follows: Yeas –Baker, Morgan, Melendez, Bishop-Cotner, Vazquez; Nays-Rose; Motion passed.

2. Resolution No. 2015-48 - A Resolution Approving an Annexation Agreement Between the Town of Windsor and Breniman Farms, LLC, with Respect to The Breniman Farm Annexation to the Town of Windsor, Colorado
   - Legislative action
   - Staff presentation: Ian D. McCargar, Town Attorney

Town Board Member Morgan motioned to approve Resolution No. 2015-48; Town Board Member Melendez seconded the motion.

Town Attorney Ian McCargar presented Ordinance No 2015-1500 for final adoption, which brings the Breniman Annexation into the Town of Windsor. The annexation agreement was negotiated between the Town of Windsor and the Breniman family's attorney. It contains much of the same material that is ordinarily in an annexation agreement but also recognizes that there are two existing residences on the property and also re-emphasizes that the agricultural uses may continue in the same character as currently being used. Irrigation ditch maintenance by fire is a common agricultural practice that has been preserved for this property. Hunting of waterfowl by shotgun only is permitted and subject to revocation if the Town Board makes the determination.

Mr. Vazquez inquired if outside of the hunting use, was anything sought after by the Breniman's that was not included in this agreement.

Mr. McCargar stated they received everything that was reasonably asked for. There were some compensation items that were requested that were not accepted or included in the agreement.

Mr. Morgan inquired how the hunting use information is forever captured and is there any conflict between that and the laws of the town.

Mr. McCargar stated that is why the language in the agreement reads the way it does. If the hunting becomes an issue, the Town Board may hear facts and determine if the hunting uses should continue, not continue or be modified.

Mr. Morgan inquired if that is done by resolution or amending the agreement.

Mr. McCargar stated if there is a concern big enough to bring the issue back before the Town Board, a resolution could resolve said issue.

Mr. Morgan inquired on the number of resolutions like this there are on other properties in town.

Mr. McCargar stated he has not revoked hunting privileges but have had issues with hunting privileges but never got to the point to curtail. Also, once a property owner starts developing an area they recognize that residential development is inconsistent with hunting.

Mr. Vazquez commented on the agreements that he has witnessed with hunting provisions, there is usually a determined amount of area required for hunting.

Mr. Morgan inquired if there are other agreements like that in the Town of Windsor.
Mr. McCargar stated there are a lot of annexation agreements that contain these terms.

Mr. Baker asked how long the agricultural and hunting uses will be allowed on the property.
Mr. McCargar stated the agricultural uses may continue for so long as they remain in the same degree and character as they are now. The hunting uses may continue for waterfowl by shotgun unless the Town Board approves a resolution to discontinue hunting on the property.

Roll Call on the vote as follows: Yeas –Baker, Morgan, Rose, Melendez, Bishop-Cotner, Vazquez; Nays- None; Motion passed.

3. Ordinance No. 2015-1501 - An Ordinance Amending the Off-Street Parking Requirements in Article X, Chapter 16 of the Windsor Municipal Code for the Purpose of Creating a Downtown Parking District and Amending the Existing Parking Regulations within the Town of Windsor
Super-majority vote required for adoption on second reading
   - Second reading
   - Legislative action
   - Staff presentation: Paul Hornbeck, Associate Planner

Town Board Member Melendez motioned to approve Ordinance No. 2015-1501 - An Ordinance Amending the Off-Street Parking Requirements in Article X, Chapter 16 of the Windsor Municipal Code for the Purpose of Creating a Downtown Parking District and Amending the Existing Parking Regulations within the Town of Windsor; Mayor Pro Tem Baker seconded the motion.

Associate Planner Paul Hornbeck reported the intent of this Municipal Code Amendment is to encourage investment in downtown by reducing the parking requirements and providing more flexibility in meeting the parking requirements for the construction of additions and new construction in downtown. This was a response to the Downtown Parking Study Commission in 2012 by the Downtown Development Authority. That study recommended a number of solutions to parking downtown. Adjusting parking regulations was one of those. The study found the parking was underutilized for the most part other than event days. By creating this downtown parking zone, parking regulations can be targeted specifically to downtown. The parking regulations currently applied are applied throughout town in a uniform fashion and do not recognize the unique nature of downtown.

The primary changes include
- Uniform 2 spaces/1000 square feet for commercial uses

- Additions would not be required to provide additional parking for the first 1,000 square feet
- A parking credit is given for adjacent on-street parking at a ratio of 1 space/25 feet of linear street frontage
- Allow property owners to provide offsite parking to a distance of 1,000 feet.
- Amount of that can be provided offsite is based on the building size.
- Building over 20,000 square feet will be required to provide a parking study.
- A change of use will not require additional parking. Unless the change of use is from residential to commercial.

This code amendment is the implementation of just one of a number of different solutions offered in the 2012 Parking Study of Downtown Windsor. The study was prepared by Fehr & Peers for the Windsor Downtown Development Authority to gain an understanding of existing and future parking conditions in downtown Windsor. The study provided analysis of existing parking supply and utilization, surveyed opinions on parking, and recommended short-term and long-term solutions.

Mr. Vazquez inquired if there are any significant changes since first reading.
Mr. Hornbeck stated there was not.

Mr. Baker inquired if the study completed in 2012 is still relevant data.
Mr. Hornbeck stated it was relevant as there have not been many changes in the downtown area.

Mr. Baker inquired if there was a time frame for monitoring the downtown parking.
Mr. Hornbeck stated the downtown parking will be monitored by staff and would bring any issues to the board.

Mr. Vazquez stated one of the items to be monitored from the 2012 study was evaluating efficiencies. The study showed private lots that were not being utilized efficiently and some had become in disrepair and not maintained but thought some agreements could be made with the property owners.
Another item from the study is that there is sufficient parking in the down town area unless there is a special event.

Ms. Melendez mentioned providing signage in downtown area to show where parking is available.

Roll Call on the vote as follows: Yeas –Baker, Morgan, Rose, Melendez, Bishop-Cotner, Vazquez; Nays- None; Motion passed.

4. <u>Ordinance No. 2015-1502 – An Ordinance Amending the Minimum Exterior and Interior Standards in Article XI, Chapter 16 of the Windsor Municipal Code for the Purpose of Adding Language Pertaining to Design Criteria for Non-Residential Metal Buildings within the Town of Windsor</u>
Super-majority vote required for adoption on second reading
    - Second reading

- Legislative action
- Staff presentation: Paul Hornbeck, Associate Planner

Mayor Pro Tem Baker motioned to approve Ordinance No. 2015-1502 – An Ordinance Amending the Minimum Exterior and Interior Standards in Article XI, Chapter 16 of the Windsor Municipal Code for the Purpose of Adding Language Pertaining to Design Criteria for Non-Residential Metal Buildings within the Town of Windsor; Town Board Member Melendez seconded the motion.

Associate Planner Paul Hornbeck stated a number of recent site plan reviews have brought to the attention of Planning Commission and Town staff the need to consider amending the municipal code to address minimum architectural standards for metal buildings that are located outside of the Town's Commercial Corridors to include the use of a wainscot, or veneer, to the lower portion of metal buildings. Members of the Town Board also indicated during those reviews that they would support requiring architectural enhancements if such requirements were codified.

The ordinance does remain unchanged since first reading.

Roll Call on the vote as follows: Yeas –Baker, Morgan, Rose, Melendez, Bishop-Cotner, Vazquez; Nays- None; Motion passed.

5. Ordinance No. 2015-1503 – An Ordinance Amending Articles X, XVII, XVIII, XIX, XX, XXI, XXIII, and XXIV, Chapter 16 of the Windsor Municipal Code for the Purpose of Creating Regulations pertaining to Mobile Food Vending within the Town of Windsor
Super-majority vote required for adoption on second reading
    - Second reading
    - Legislative action
    - Staff presentation: Paul Hornbeck, Associate Planner

Town Board Member Melendez motioned to approve Ordinance No. 2015-1503 – An Ordinance Amending Articles X, XVII, XVIII, XIX, XX, XXI, XXIII, and XXIV, Chapter 16 of the Windsor Municipal Code for the Purpose of Creating Regulations pertaining to Mobile Food Vending within the Town of Windsor; Mayor Pro Tem Baker seconded the motion.

Associate Planner Paul Hornbeck stated this ordinance remains unchanged since first reading.

- The Ordinance would allow mobile food vending as an accessory use on developed parcels and could not operate on a dirt lot which would prevent mobile food vending in an unsightly manor.

- A 200 set back from restaurant front doors

- Use of public right of way and special events led by the town would be a review under the parks and recreation department.

- Use of the right of way would be handled under business license processing.

Mr. Hornbeck stated staff had concerns regarding enforcement of chairs and tables that could be placed outside a mobile vending truck as well as enforcing mobile vendors to return to a home base or commissary.

Mr. Vazquez inquired about the vacant lots where there is infrastructure but no buildings, would those lots be eligible as we said no.

Mr. Hornbeck stated they were not allowed to set up on a vacant lot at first reading and are still not allowed.

Mr. Vazquez inquired about requiring them to return to a home base.

Mr. Hornbeck stated they are not required to return to a home base.

Mr. Bishop-Cotner stated he would like to see the mobile food vendor be required to return to a home base.

Mr. Hornbeck stated the Colorado Restaurant Association is essentially a private lobbying ground. Also, code requires mobile units be removed from a site and stored in a conspicuous location.

Mr. Morgan inquired how it will be handled when two or more mobile food trucks set up in about the same location.

Mr. Hornbeck stated they need to be an accessory use. If there are two or more units they are no longer an accessory.

Mr. McCargar stated this is an accessory use which means it is a secondary to the primary use and there needs to be permission from the property owner for a mobile food unit to set up.

Roll Call on the vote as follows: Yeas –Baker, Rose, Melendez, Bishop-Cotner, Vazquez; Nays-Morgan; Motion passed.

6. Ordinance No. 2015-1504 – An Ordinance Repealing, Amending and Readopting Article I, Chapter 16 of the *Windsor Municipal Code* With Respect to Metropolitan District Approvals in the Town Of Windsor
   - First reading
   - Legislative action
   - Staff presentation: Ian D. McCargar, Town Attorney

Mayor Pro Tem motioned to approve Ordinance No. 2015-1504 – An Ordinance Repealing, Amending and Readopting Article I, Chapter 16 of the *Windsor Municipal Code* With Respect to Metropolitan District Approvals in the Town Of Windsor; Town Board Member Melendez seconded the motion.

Town Attorney Ian McCargar presented for first reading an Ordinance which amends the Code to incorporate the metropolitan district policy revisions authorized during various work sessions

on this topic. Although the work sessions concentrated primarily on revisions to the Model Service Plan, some of those revisions are Code-based in origin.

The key revisions are:

- Increase the maximum mill levy for debt service from 30 to 34 mills, and operations and maintenance from 35 to 39 mills. Limit to 30 years the duration that any property can be burdened with mill levy for payment of public improvements costs.

- Allows the imposition of a one-time Capital Improvement Fee not to exceed $2,500. The former Code language limited the one-time fee to a "tap fee" for non-potable irrigation.

- Sets out the 30-year limitation on tax collection for public improvements, measured from 5 years after the first building permit is issued within the district. This concept was discussed extensively at our work sessions with the metropolitan district community.

- Adds Town Manager discretion to require a deposit for review and response to a district inquiry that does not rise to a service plan review. This change is in response to a number of requests by existing districts for reviews and responses interpreting existing service plans.

Many of the other topics discussed during the work sessions are incorporated into the revised Model Service Plan, which will be presented on second reading.

Mr. Mock stated he was here to address any questions the Town Board may have and also clarified the clock starts five years after the first building permit was issued.

Mr. Vazquez inquired if a metro district using this model would have a high degree of confidence the agreement would be approved by the town.

Mr. Mock stated that is correct.

Mr. Vazquez stated one thing that was not addressed in the Metro district was policy on timelines.

Mr. Mock stated that is correct as there is a 60-day deadline but there can be some room around that deadline.

Mr. Baker inquired about what our current plans is regarding bonds.

Mr. Mock stated it was 20 years.

Mr. Rose inquired about adjusting the mill levy up to 34 and 39 but not restricting the O & M to five.

Mr. Mock stated that was correct.

Roll call on the vote as follows: Yeas –Baker, Morgan, Rose, Melendez, Bishop-Cotner, Vazquez; Nays- None; Motion passed.

7. Site Plan Presentation – Highland Meadows Golf Course Subdivision 13th Filing – Power to Play Sports – Jon Turner, Colorado 80 Holdings, LLC., applicant/ Eric Greene, Power to Play Sports, applicant's representative
    - Staff presentation: Josh Olhava, Associate Planner

Associate Planner Josh Olhava stated the applicant, Mr. Jon Turner, represented by Mr. Eric Greene is proposing a new building in the Highland Meadows Golf Course Subdivision, Thirteenth Filing, located off of and adjacent to Crooked Stick Drive and 300 feet from Fairgrounds Avenue. The site is concurrently undergoing a minor subdivision process and a rezoning process to align the zoning boundaries with the modified lot lines. The new building is being planned as an indoor basketball facility.

Mr. Vazquez inquired why this needs to be rezoned under the current uses.

Mr. Olhava stated a property cannot have two zonings.

Site characteristics include:

- an approximately 52,000 square foot building reaching 36'-8" tall;
    - Includes indoor basketball courts and common area
- 6 indoor basketball courts;
- an outdoor patio; and
- 173 off street parking spaces, including accessible parking space(s).

The current presentation is intended for the Town Board's information. The site plan will be reviewed and approved administratively by staff, however, if the project review process reveals issues that cannot be resolved between the applicant and staff, the site plan will be brought back to the Town Board for review.

The application is consistent with various elements of the Comprehensive Plan as well as the Vision 2025 document.

Mr. Baker inquired about parking for large events.

Jon Turner, 6379 Crooked Stick Drive, Windsor, CO stated there is a shared parking lot with the tennis center and they have room to expand parking at the basketball facility.

Mr. Baker inquired on the height of the tennis center.

Mr. Olhava stated the heights between to facilities are very similar.

Mr. Baker inquired when the parking will be available at the tennis center.

Mr. Turner stated it is still being worked on.

Mr. Baker stated a concern with the parking is that teams stay on site and don't leave between games.

Mike Walker with The Birdsell Group stated a parking study was completed and submitted with the site plan that contains 173 spaces which would be 20 extra spaces needed when factoring in staff, referees and parents.

Mr. Arnold inquired if there will be any available parking on Crooked Stick.

Mr. Olhava stated there would not be as it will be restricted from parking.

Mr. Greene stated team playing in the tournament will usually play 2 games within 3 hours and then will be able to go home. It is estimated with a 6 court facility to have 200-250 individuals at the facility per hour but with the fluctuation of the extra hour, there could be 300 individuals at the facility at one time which would make the 173 spaces adequate parking for the facility.

Mr. Baker inquired that there will be 173 parking spaces and 91 additional spaces from the tennis court.

Mr. Greene stated that was correct.

Mr. Arnold inquired if there will be adult tournaments as well.

Mr. Greene stated there would be.

Mr. Arnold inquired if the basketball facility will have a food element.

Mr. Greene stated yes they will have items like snickers and Gatorade.

Mr. Arnold inquired if there will be alcohol served at the facility.

Mr. Greene stated there would not be as they are focusing on youth.

8. <u>Public Hearing – Ordinance No. 2015-1505 – An Ordinance Approving the Re-zoning of a Portion of the Highland Meadows Golf Course Subdivision 13th Filing, Jon Turner, Colorado 80 Holdings, LLC., applicant/ Eric Greene, Power to Play Sports, applicant's representative</u>
   - Staff presentation: Josh Olhava, Associate Planner

Mayor Pro Tem Baker motioned to open up the public hearing; Town Board Member Morgan seconded the motion. Roll call on the vote as follows: Yeas –Baker, Morgan, Rose, Melendez, Bishop-Cotner, Vazquez; Nays- None; Motion passed.

Associate Planner John Olhava stated the applicant, Mr. Jon Turner, represented by Mr. Eric Greene is requesting to rezone approximately 3.7 acres from Residential Mixed Use (RMU) to General Commercial (GC) zone district. The rezoning petition is necessary to realign the zoning lines with the re-platting of certain lots under the name Highland Meadows Golf Course Subdivision 13th Filing, to accommodate the planned Power to Play Sports complex. The proposed zoning is consistent with adjacent parcels and the intended use of the site.
The applicant held a neighborhood meeting on May 11, 2015 in accordance with Chapter 16, Article XXXI of the Municipal Code. There were no attendees at the meeting.

The application is consistent with various goals of the Comprehensive Plan as well as the Vision 2025 document.

At their August 5, 2015 meeting, the Planning Commission did forward to the Town Board a recommendation of approval of the rezoning petition and staff concurs with the recommendation.

Mr. Vazquez inquired if the General Commercial zoning would provide more uses then the Residential Mixed Use.

Mr. Olhava stated that is correct.

Mr. Vazquez inquired if the General Commercial zoning would adhere them to the Corridor Plan. Mr. Olhava stated in this development under the 8th filing, the development agreement for that subdivision outlines that that the commercial based parcels adhere to the Corridor Plan regardless of Residential Mixed Use or General Commercial.

Town Board Member Melendez motioned to close the public hearing; Mayor Pro Tem Baker seconded the motion. Roll call on the vote as follows: Yeas –Baker, Morgan, Rose, Melendez, Bishop-Cotner, Vazquez; Nays- None; Motion passed.

9. Ordinance No. 2015-1505 – An Ordinance Approving the Re-zoning of a Portion of the Highland Meadows Golf Course Subdivision 13th Filing, Jon Turner, Colorado 80 Holdings, LLC., applicant/ Eric Greene, Power to Play Sports, applicant's representative
   - First reading
   - Legislative action
   - Staff presentation: Josh Olhava, Associate Planner

Mayor Pro Tem Baker motioned to approve Ordinance No. 2015-1505 – An Ordinance Approving the Re-zoning of a Portion of the Highland Meadows Golf Course Subdivision 13th Filing, Jon Turner, Colorado 80 Holdings, LLC., applicant/ Eric Greene, Power to Play Sports, applicant's representative; Town Board Member Morgan seconded the motion.

Mr. Olhava had nothing further to add.

Roll Call on the vote as follows: Yeas –Baker, Morgan, Rose, Melendez, Bishop-Cotner, Vazquez; Nays- None; Motion passed.

10. Resolution No. 2015-55 – A Resolution Approving a Coordinated Planning Agreement (CPA) between the Town of Windsor and Weld County
    - Legislative action
    - Staff presentation: Scott Ballstadt, Director of Planning

Town Board Member Bishop-Cotner motioned to approve Resolution No. 2015-55; Mayor Pro Tem Baker seconded the motion.

Director of Planning Scott Ballstadt stated the Mayor and staff met with the Weld County Commissioners in a work session on July 28, 2015 to discuss the Coordinated Planning Agreement (CPA). The topics of discussion included notification which now includes the Mayor and Town Manager, common development standards and schedule.

The language was left as is in the agreement stating that the county and town shall attempt to agree to establish common development standards within designated areas within a year after adoption of the Coordinated Planning Agreement. However the Mayor and commissioners both committed to developing the standards before the end of the year.

Discussion with the Weld County planning staff regarding develop standards has commenced.

The Weld County Commissioners have scheduled the three readings of the Coordinated Planning Agreement with the 3rd reading scheduled for October 19, 2015 for adoption into their code.

Mr. Vazquez commented that this will agreement will allow the Town of Windsor to be involved in discussions regarding Land Use Applications that are within the Growth Management Area within the county.

Roll Call on the vote as follows: Yeas –Baker, Morgan, Rose, Melendez, Bishop-Cotner, Vazquez; Nays- None; Motion passed.

11. Financial Report June 2015
    - Staff presentation: Dean Moyer, Director of Finance

Director of Finance Dean Moyer provided and overview of the financial report included in the Town Board Packet and noted that June sales tax collections were at a record high.

- CRC expansion tax is on target for collections.
- Single Family Residential building permits total 159 through June 2015, up from 138 in June 2014.
- Construction use tax through June is at 48.5%
- Operating expenses are at 43% and Capital expenses are at 16%.
- Proceeds from the bond sales were received in June.

D. COMMUNICATIONS

1. Communications from the Town Attorney
   Mr. McCargar provided a brief update on the emanate domain process. The Town of Windsor is working through the roster of defendants which most have disclaimed or dismissed out; preliminary discussion with the primary landowners representative have begun.
3. Communications from Town Staff
   Chief Michaels stated National Night Out ended with 14 block parties and he made it to about 3. Also, the DEA is bringing back the Drug Take Back that will be held on September 26, 2015.
   Ms. Unger gave a brief update on LED street lights. The lights are ready to install and there will be a kick off at Aberdour Park on August 21, 2015 at 3:00.
4. Communications from the Town Manager
   Mr. Arnold stated the Game Ball Winner this month is Ty Powell. Also, October 5, 2015 which is a regular work session meeting night has now been scheduled as a district 2 meeting of CML in Severance.
5. Communications from Town Board Members
   None.

E. ADJOURN

Town Board Member Bishop-Cotner motioned to adjourn; Town Board Member Morgan seconded the motion. Roll Call on the vote as follows: Yeas –Baker, Morgan, Rose, Melendez, Bishop-Cotner, Vazquez; Nays- None; Motion passed.

The Meeting was adjourned at 8:46 pm.

_____
Krystal Eucker, Deputy Town Clerk

M E M O R A N D U M

Date: August 24, 2015
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk/Assistant to Town Manager
Re: Advisory Board Appointments
Item #: B.2.

Background / Discussion:
On August 12, 2015 Mayor Vazquez and Town Board Melendez conducted advisory board interviews. Pursuant to those interviews, the following individuals have been recommended for appointment:

Historic Preservation Commission
Lisa Geisick; 1 full member term expiring March 2019

Great Western Trail Authority
Steve Wrenn; 1 term expiring December 2017

Relationship to Strategic Plan:
1.B. Provide opportunities for residents to be involved and informed in town governance and in community service.

Recommendation:
For Town Board consideration.

Attachments:
Applications of those recommended for appointment.

Rec'd 2/13/15

4/14/15 6:30pm

TOWN OF WINDSOR
COLORADO

Historic Preservation Commission Application

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

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

Qualifications:

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

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

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

Name of Board or Commission: Historic Preservation Commission

Name: Lisa Geisick

Address: 1688 Colorado River Dr, Windsor, CO 80550

Day Phone: 970-581-6234 Night Phone:

E-Mail Address: lisa3456@comcast.net

How long have you been a resident in Windsor? 2+ years

Current Occupation: Sales Employer: Republic National Distribution

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

Serving currently on the board of Historic Preservation commission

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

After participating on the board for over a year I have learned just how key this board is, I would like to continue my membership through another term.

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

Training through board conferences as well as meetings through out the last year.

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

—

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

Comments:

Are you available and committed to attending meetings? (Yes) No

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

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

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

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

Signature: Date: 2-13-15

8/12/15
5:15 pm

TOWN OF WINDSOR
COLORADO

Advisory Board/Commission Application

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

Qualifications: All positions require residency within the Town of Windsor and some positions require a particular area of experience or vocation.

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

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

Name of Board or Commission: Great Western Trail Authority

Name: Steve Wrenn

Address: 1411 Willow Way, Windsor CO 80550

Day Phone: 970-324-3439 Night Phone: same

E-Mail Address: jswrenn@msn.com

How long have you been a resident in Windsor? 10 years

Current Occupation: Prosecutor Employer: Weld County District Attorney's Office

Do you currently serve, or have you served previously, on a board or commission? If so, which one(s)?
None

Why do you want to become a member of this particular board or commission? As an avid biker and runner I would like to be involved in promoting expansion of the trails in our area.

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

1) How to further the trails' expansion goals in a manner consistent with current grant funding conditions. This board should continue to place an emphasis on fiscal responsibility and transparency in a way that promotes confidence in government.

2) How to promote knowledge of the trails' existence and encourage use by a wide variety of citizens from throughout the Northern Weld County region.

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

* As an attorney I have training and experience in reviewing MOUs and contracts.

* As a frequent user of dirt and gravel trails I have insights into optimal conditions.

* Voting member on numerous community boards responsible for policy making.

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

None that I am currently aware of.

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

Comments: I have spoken to Christian Morgan regarding the purpose and goals of this board. He provided background information regarding recent actions of the board, future funding sources, and issues that are likely to develop in the immediate future.

If not appointed at this time, would you be interested in serving on any other advisory boards or commissions at the Town of Windsor? If so, please list any preferences: I would certainly be interested in other opportunities that might arise, but I don't have any preferences.

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

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

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

Signature: /s/ Steve Wrenn Date: 07/07/15

August 24, 2015

John Urbanic, NISP EIS Project Manager
U.S. Army Corps of Engineers, Omaha District – Denver Regulatory Office
9307 S. Wadsworth Blvd., Littleton, CO 80128
Email: NISP.EIS@usace.army.mil

Mr. Urbanic:

Windsor is one of the original founders and funders of the Northern Integrated Storage Projects (NISP). Windsor's interest at the time, and continues to be, a member of an effort that will provide a much needed water storage project in Northern Colorado. The intent of Windsor's participation is to use the NISP project to provide another source of water that will continue to meet future demands. The citizens of Windsor have supported the expenditure of several hundred thousand dollars on the Environmental Impact Study (EIS) and are ready to expend several million dollars to help construct NISP.

The Poudre River flows through Windsor and is one of the community's jewels and Windsor supports the proposed mitigation efforts in the EIS. The Town of Windsor will never allow the Poudre to be damaged and believes that the impacts will be minimal.

Windsor has been a leader in reducing the amount of agricultural water rights needed for new developments. Policies adopted by the Windsor Town Board require that native water rights remain with the land being developed so that it can be delivered to future homes in that development. This, along with mandating non-potable systems for irrigation purposes, indicates Windsor continues to provide leadership in using existing water resources to the greatest ability.

In order not to buy and dry agricultural lands for water rights, NISP is the best solution for long-term water storage and delivery to Windsor. The EIS incorporates best practices that will provide benefits for the entire region.

We are excited about the future of Windsor and the future of Northern Colorado; the NISP project plays a large roll in assuring there is adequate water for the future of our region.

Respectfully,

John S. Vazquez, Mayor

M E M O R A N D U M

Date: August 24, 2015
To: Mayor and Town Board
Via: Regular meeting materials, August 24, 2015
From: Ian D. McCargar, Town Attorney
Re: Metropolitan District policy revisions
Item #: C.1. and C.2.

Background / Discussion:

Presented for final adoption tonight is an Ordinance which amends the Code to incorporate the metropolitan district policy revisions authorized during our various work sessions on this topic. Although the work sessions concentrated primarily on revisions to the Model Service Plan, some of those revisions are Code-based in origin.

The key revisions were presented on first reading. The Ordinance was modified to catch a small typographical error after first reading. Other than that, the Ordinance is identical to what was presented for first reading

Resolution No. 2015-56 adopts the revised Model Service Plan that was the subject of most of our discussions over the last eight months. The Model Service Plan has been sufficiently vetted in work sessions.

Financial Impact: None.

Relationship to Strategic Plan: Promote quality development.

Recommendation: Adopt Ordinance No. 2015-1504 on second reading; five votes required. Adopt Resolution No. 2015-56, simple majority of those participating required.

Attachments:

Ordinance No. 1015-1504, Repealing, Amending and Readopting Article I, Chapter 16 of the ***Windsor Municipal Code*** With Respect to Metropolitan District Approvals in the Town Of Windsor;

Resolution No. 2015-56, A Resolution Pursuant To Section 19-1-60 (a) Of The Windsor Municipal Code Approving The Format For A Model Metropolitan District Service Plan Within The Town Of Windsor

TOWN OF WINDSOR

ORDINANCE NO. 2015-1504

AN ORDINANCE REPEALING, AMENDING AND READOPTING ARTICLE I, CHAPTER 16 OF THE *WINDSOR MUNICIPAL CODE* WITH RESPECT TO METROPOLITAN DISTRICT APPROVALS IN THE TOWN OF WINDSOR

WHEREAS, the Town of Windsor is a home rule municipality with all powers and authority as provided by law; and

WHEREAS, the Town supports and broad spectrum of practices to enable the efficient and cost-effective development of land; and

WHEREAS, in 2007, the Town Board established a policy for approval of metropolitan district service plans, under which a number of metropolitan districts have been authorized; and

WHEREAS, the evolving nature of land use requires that the Town periodically re-evaluate its metropolitan district policies to assure that the correct balance is struck between the financial interests of developers and the interests of end users; and

WHEREAS, over the first six months of 2015, the Town Board conferred with its Special District Counsel, the metropolitan district community and Town staff in an effort to assure that Town policy functions fairly and effectively; and

WHEREAS, as a result of this extensive six-month process, the Town Board has arrived at revised policies which require incorporation into the Windsor Municipal Code; and

WHEREAS, by adopting this Ordinance, the Town Board desires to protect the public health, safety and welfare.

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

Section 1. Article I of Chapter 16 of the Windsor Municipal Code is hereby repealed, amended and re-adopted to read as follows:

ARTICLE I
Service Plans for Title 32 Special Districts (Including Metropolitan Districts)

Sec. 19-1-10. - Introduction.

(a) The Town establishes the following as its Special District policy for: (i) the review and approval or disapproval of service plans, including any amendment thereof, for metropolitan districts and other Title 32 special districts (collectively, "Districts"); (ii) the

regulation of districts; and (iii) the review of and response to metropolitan district-related inquiries from the public.

(b) This policy is intended as a guide only. Nothing in this Article is intended, nor shall it be construed, to limit the discretion of the Town Board, which retains full discretion and authority regarding the terms and limitations of all district service plans.

The Town generally accepts the formation of districts where it is demonstrated that the formation of a district is needed to provide public services or facilities to local development and will result in a demonstrated public benefit, whether such demonstrated public benefit is provided by the district or made possible to be provided by the developer because the district exists to provide public improvements.

(1) Districts will be permitted to conduct ongoing operations and maintenance activities where, it can be demonstrated that having the district provide operations and maintenance is in the best interest of the Town and the existing or future residents and taxpayers of the district.

(2) For districts whose primary revenue source is property taxes, and in the absence of special circumstances, district formation will not be favorably received where the future assessed value of all property within the district at full build-out is projected to be less than five million dollars ($5,000,000.00). The five-million-dollar-assessed valuation threshold, for districts whose primary revenue source is property taxes, will increase biennially after 2015 to adjust for increases in the Consumer Price Index for the Denver-Boulder statistical region as prepared by the U.S. Bureau of Labor Statistics. Special circumstances and special cause must be demonstrated for exceptions to be granted.

(3) Districts, when properly structured, can enhance the quality of growth in the Town. The Town is receptive to district formation as an instrument to provide competitive financing for projects, build better and enhanced infrastructure and, where needed, create a quasi-governmental entity to provide essential and beneficial services which are otherwise not available and could not be practically provided by the Town or any other existing municipal or quasi-municipal entity, including existing special districts, within a reasonable time and on a comparable basis. It is not the intent of the Town to create multiple entities which could be construed as "competing governments."

(4) District formation will not be favorably received, unless the district enables the underlying project to result in a demonstrated public benefit by either the district or the entity developing the district. In determining whether such project results in a demonstrated public benefit, the Town may consider all or any of the following:

a. Whether the district contributes to needed regional and sub-regional infrastructure;

b. Whether the district results in enhanced amenities.

c. Ways in which the proposed services or improvements exceed the Town's minimum requirements and standards.

d. Ways in which the existence of the district facilitates the enhancement of the services or improvements and whether the enhancements are feasible without the district.

e. Any other factors the Town deems relevant under the circumstances.

(c) It is the Town's policy that (i) the costs of public improvements are to be paid from taxes and not from fees (with the exception of the a limited capital improvements fee) and that (ii) property shall not be taxed for more than a period of thirty (30) years to pay the costs of the public improvements necessary for or part of the master planned development of the project of which such property is a part.

Sec. 19-1-20. - Service plans.

(a) Any service plan submitted to the Town for approval must comply with all state, federal and local laws and ordinances, including Title 32, Article 1, C.R.S. (the Special District Act).

(b) The service plan shall include all information required by the Act.

(c) The service plan shall enumerate and describe all powers requested on behalf of the district. Demonstration of the need or benefit of each power is required. Powers which are not clearly needed will not be approved in the service plan.

(d) The service plan shall describe any intergovernmental agreement which is required, or known at the time of formation of the district to likely be required, to fulfill the purposes of the district, along with supporting rationale. Execution of intergovernmental agreements or agreements for extraterritorial services (*e.g.* outside of the Service Area) that are not described in the service plan shall require the prior approval of the Town Board.

(e) The service plan shall include the description of any planned inclusion into, or exclusion of property from, the district's boundaries. The service plan shall provide that inclusions or exclusions by the district that are not described in the service plan shall require the prior approval of the Town Board.

(f) The service plan shall describe any planned extraterritorial service agreement. The service plan shall provide that any extraterritorial service agreements by the district that are not described in the service plan shall require the prior approval of the Town Board.

(g) The service plan shall outline any anticipated plans or needs for the exercise, by the district, of its power of eminent domain. The service plan shall contain language limiting the use of the district's power of eminent domain to carry out the district's essential functions and services, as well as to implement the intent of the preliminary infrastructure plan as defined in the Model Service Plan described in Section 19-1-60 below. Additionally, the use of eminent domain will be undertaken strictly in compliance with state laws and subject to prior consent by the Town Board.

(h) The service plan shall restrict the district's debt service mill levy authorization to thirty-four (34) mills (the "maximum debt mill levy") and operations and maintenance mill levy authorization to thirty-nine (39) mills (the "maximum operations and maintenance mill levy"). The service plan shall restrict the district's total aggregate mill levy (debt service mill levy plus operations and maintenance mill levy) to thirty-nine (39) mills (the "maximum aggregate mill levy"). This means that the district shall not simultaneously levy a debt service mill levy equal to the maximum debt mill levy and an operation and maintenance mill levy equal to the maximum operations and maintenance mill levy. The service plan shall also limit the maximum number of years a property can be subject to a mill levy for purposes of paying the costs of public improvements to thirty (30) years. The maximum debt mill levy, the maximum operations and maintenance mill levy and the maximum aggregate mill levy shall be adjustable from the base year of 2015; provided, however, that, in the event the method of calculating assessed valuation is changed after the base year of 2015, the mill levy limitation applicable to such debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the District Board in good faith (such determination to be binding and final), so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

(i) The service plan shall include debt and operating financial projections prepared by an investment banking firm or financial advisor qualified to make such projections. Said firm shall be listed in the Bond Buyers Marketplace as a provider of financial projections. The debt financial projections shall include debt issuance and service schedules and calculations establishing the district's projected maximum debt capacity based on assumptions of:

(1) The projected interest rate on the debt to be issued by the district;

(2) The projected assessed valuation of the property within the district; and

(3) The projected rate of absorption of the assessed valuation within the district.

These assumptions must use market-based, market-comparable valuation and absorption data and shall not use an annual inflation rate which exceeds the greater of three percent (3%) and the Consumer Price Index for the preceding twelve-month period for the Denver-Boulder statistical region as prepared by the U.S. Department of Labor Statistics. The maximum debt authorization in the service plan shall not exceed one hundred percent (100%) of the projected maximum debt capacity. The operating financial projections shall include foreseeable administrative and operation and maintenance costs.

(j) If, after the service plan is approved, the state legislature includes additional powers or grants new or broader powers for special districts by amendment of Title 32, Article 1, Part 10, C.R.S., no such powers shall be available to or exercised by an existing district without the prior approval of the Town Board.

(k) Every service plan shall include, in addition to all materials, plans and reports required by the Act, a preliminary infrastructure plan ("PIP") as defined in the Model Service Plan. This PIP shall include, at a minimum, a map or maps of such scale, detail and size as required by the Planning Department, providing an illustration of public improvements proposed to be built, acquired or financed by the District, along with a written narrative and description of those items and a general description of the district's proposed role with regard to the same. Due to the preliminary nature of the PIP, the service plan shall indicate that the Town's approval of the PIP shall not bind the Town in reviewing and making land use approvals.

(l) Development fees shall not be imposed by the district, except that the service plan may authorize the imposition and collection of a one-time capital improvement fee as a source of revenue for repayment of Debt and/or costs of Public Improvements in an amount not to exceed $2,500 per dwelling unit (the “Capital Improvement Fee”). No Capital Improvement Fee related to repayment of Debt shall be imposed upon or collected from taxable property owned or occupied by any owner, or tenant of any owner, of any taxable property within the Districts, held as a dwelling or in connection with a business other than real estate development or construction within the district subsequent to the issuance of a Certificate of Occupancy for said taxable property.

(m) All of the limitations mandated by the Town and contained in service plans, including, but not limited to, those pertaining to the maximum aggregate mill levy and mill levy imposition term have been established under the authority of the Town to approve a service plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations: (a) shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a service plan amendment; and (b) are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C, Section 903) and are also included in the “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

(n) The service plan's limitations on the debt mill levy, the operations and maintenance mill levy, the limitation on the use of fees for public improvements, and certain other financial limitations are intended to strike a balance between (i) providing adequate project control and revenue to the project developer to facilitate desirable development which will result in demonstrated public benefit and (ii) providing adequate safeguards for protection of residents and taxpayers. When a district board is composed entirely of end users, the balance may shift in favor of removing some of the limitations on financial powers. The Town Board may be more inclined to remove financial limitations in scenarios where the district board wants to add public improvements which were not contemplated as part of the project developer's master plan for the project (*e.g.*, 20 years after development a neighborhood wants to renovate and expand the uses of its community center), a district-owned public improvement requires significant repairs, maintenance or upgrades and the cost properly rests with the district, or the restructuring of debt would result in a net present value savings as set forth in Section 11-56-101 et seq., C.R.S. In the event such circumstances are present, the district board should consider approaching the Town for authorization.

Sec. 19-1-30. - Bonded indebtedness.

(a) Original issuance of bonded indebtedness by the district prior to build-out shall be limited to that debt which can be sized, serviced and defeased with no more than thirty-four (34) mills as described in Subsection 19-1-20(h) above.

(b) The district shall be limited to issuing new debt as provided in the financial plan set forth in the service plan. The financial plan shall limit the term for taxation of property for payment of the costs of public improvements to thirty (30) years, and such taxes are generally to be imposed within five (5) years of the first building permit within the district. Districts shall not have any authority to impose or collect a mill levy for purposes of paying the costs of public improvements on any single property for a period greater than thirty (30) years after the year of the initial imposition of the mill levy. The mill levy imposition term shall apply to refundings unless such refundings result in a net present value savings as set forth in Section 11-56-101, *et seq*., C.R.S., and are otherwise permitted by law.

Sec. 19-1-40. - Multiple-district structures.

(a) It is the intent of the Town that citizen/ resident control of districts be encouraged to occur as early as possible.

(b) Multiple-district structures may be proposed:

(1) When the projected absorption of the project and the public improvements to be financed are reasonably projected to occur over an extended period of time after the date of organization of the district.

(2) When the project has varying projected uses, such as residential and commercial.

(c) The service plan must fully describe and articulate the need, reasoning and mechanics if a multiple-district structure is proposed.

Sec. 19-1-50. - Dissolution of district.

The service plan shall provide for the dissolution of the district after the district's debts and financial obligations are fully defeased and the district has completed all of its operations and maintenance responsibilities. A district with long-term, ongoing operations and maintenance will not be obligated to dissolve. However, the service plan must provide that, in the event said obligations are someday undertaken by another party or are otherwise no longer the responsibility of the district, it shall be required to dissolve.

Sec. 19-1-60. - Model Service Plan.

(a) A Model Service Plan shall be developed consistent with these policies, approved and modified from time to time by resolution of the Town Board. The Model Service Plan shall be made available to the public upon request.

(b) All service plans submitted to the Town should follow the basic outline, form, sequence and structure of said model. Service plans should duplicate the language contained in the Model Service Plan, and justification shall be provided for any material departures. Notwithstanding the preceding, any service plan approved by the Town, or changes thereto approved in the manner set forth in such service plan, shall be deemed to be in compliance with all Town requirements.

(c) Service plans shall be submitted in such numbers and format as specified by the Town Manager. The initial submittal shall be accompanied by a mark-up copy showing departures from the Model Service Plan.

Sec. 19-1-70. - Default of District.

(a) In the event that a district fails to pay its debt when due or defaults in the performance of any obligation that has been agreed to between the district and the Town, which obligation has been identified by the Town in writing as a material obligation, and such default is continuing after the delivery of notice thereof to the district and the expiration of any cure periods, the district shall be precluded from issuing additional debt, except refunding bonds issued to avoid or to cure a payment default, without the prior approval of the Town Board.

(b) In the event that a court of competent jurisdiction has made a final determination that a district has defaulted on any of its financial obligations, and such determination is not subject to further appellate review, the district shall be precluded from issuing additional debt, except to refund or refinance a financial obligation for the purpose of avoiding or curing a default without receiving written permission from the Town Board following a public hearing on the matter.

(c) In the event of a material modification of the service plan, the Town and the electors of the district shall be entitled to exercise their respective rights under the Act. Departures from the service plan that constitute a material modification include, without limitation:

(1) Actions or failures to act that create greater financial risk or burden.

(2) Performance of a service or function or acquisition of a major facility that is not closely related to a service, function or facility authorized in the service plan.

(3) Failure to perform a service or function or to acquire a facility required by the service plan.

Actions that are not to be considered material modifications include, without limitation, changes in quantities of facilities or equipment, immaterial cost differences and actions expressly authorized in the service plan.

Sec. 19-1-80. - Annual Report.

(a) The service plan shall obligate the district to file an annual report not later than September 1 of each year with the Town Clerk for the year ending the preceding December 31; the requirements of which may be waived in whole or in part by the Town Board. The service plan shall require the annual report to include the following, unless waived by the Town from year to year or completely:

(1) A narrative summary of the progress of the district in implementing its service plan for the report year.

(2) Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the district for the report year, including a statement of financial condition (i.e., balance sheet) as of December 31 of the report year and the statement of operations (i.e., revenues and expenditures) for the report year.

(3) Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the district in development of improvements in the report year.

(4) Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the district at the end of the report year, including the amount of outstanding indebtedness, the amount and terms of any new district indebtedness or long-term obligations issued in the report year, the amount of payment or retirement of existing indebtedness of the district in the report year, the total assessed valuation of all taxable properties within the district as of January 1 of the report year and the current mill levy of the district pledged to debt retirement in the report year.

(5) Any other information deemed relevant by the Town Board or deemed reasonably necessary by the Town Manager.

(b) In the event the annual report is not timely received by the Town Clerk or is not fully responsive, notice of such default shall be given to the board of such district at its last known address. The failure of the district to file the annual report within forty-five (45) days of the mailing of such default notice by the Town Clerk may constitute a material modification of the service plan, at the discretion of the Town.

Sec. 19-1-90. - Sanctions.

Should any district undertake any act which constitutes a material modification to the service plan, the Town Board may impose one (1) or more of the following sanctions, as it deems appropriate:

(1) Exercise any applicable remedy under the Act.

(2) Withhold the issuance of any permit, authorization, acceptance or other administrative approval or withhold any cooperation necessary for the district's development or construction or operation of improvements or provision of services.

(3) Exercise any legal remedy under the terms of any intergovernmental agreement under which the district is in default.

(4) Exercise any other legal remedy, including seeking injunctive relief against the district, to ensure compliance with the provisions of the service plan or applicable law.

All remedies available to the Town under this Section shall be cumulative and non-exclusive

Sec. 19-1-100. - Review and approval process.

(a) District proponents are encouraged to submit proposed service plans well in advance of election deadlines. Service plans will be reviewed once the application fee and deposit have been received. Once the Town Manager has determined compliance with the special district policy, the Town Manager shall, within a reasonable time, place before the Town Board for its consideration an ordinance adopting or amending the proposed service plan. Official action with respect to the ordinance shall be processed and governed by the Home Rule Charter and this Code. First Reading of an ordinance to approve a service plan will occur no sooner than sixty (60) days from the date of submission of the service plan and payment of the application fee and deposit. The period may be reduced to forty-five (45) days if there are no significant departures from the model service plan. The period may be otherwise reduced only with the consent of the Town Board upon good cause shown.

(b) The proponents of the district shall cause a notice of the proposed ordinance to be mailed by first-class mail to the owners of record of all property within the proposed district and

within any inclusion area specifically identified in the service plan, as such owners of record are listed on the records of the County Assessor. The notice shall be mailed at least ten (20) days prior to first reading of the ordinance. The notice shall include the following:

(1) A description of the general nature of the proposed services and public improvements.

(2) A description of the property to be included in the district and the inclusion area, if any, which description shall be by street address, by reference to lots or blocks on any recorded subdivision plat thereof or by metes and bounds if not subdivided, by tax identification number or by any other method reasonably calculated to apprise owners of the property to be included in the district.

(3) The place at which a map of the district, preliminary plans and specifications and the service plan may be examined.

(4) The date, time and place of first reading, which shall be no less than twenty (20) days following mailing of the notice required by this section (b).

(5) A statement that all protests and objections must be submitted in writing to the Town Manager at or prior to first reading, in order to be considered.

(6) A statement that all protests and objections to the district, as proposed, shall be deemed to be waived unless presented in writing at the time and in the manner specified in this Subsection.

(c) In the event a district seeks approval for a material modification to its service plan and within the boundaries of the district is property owned by an end user, then the district shall provide notice to all owners as required by the preceding paragraph and also publish such notice in the district's legal publication. First reading shall occur no earlier than 20 days after publication of such notice. Additionally, the district shall provide the Town with a detailed report on the progress of the district and why the original service plan is no longer adequate. If there is no property within the boundaries of the district owned by an end user, the district shall provide substantiation of the same to the Town by delivery of an ownership and encumbrance report or other documentation acceptable to the Town.

(d) Such ordinance shall be conclusive of the Town's determination. No action or proceeding, at law or in equity, to review any acts or proceedings or to question the validity of the Town Board's determination pursuant to this Article, whether based upon irregularities or jurisdictional defects, shall be maintained unless commenced within thirty (30) days after the adoption of the Town Board's ordinance, or else be thereafter perpetually barred. In the manner and to the extent provided in this Article, the Town

Board shall maintain continuing jurisdiction over the operations and affairs of the district and shall exercise its rights in relation thereto, as deemed appropriate by the Town Board, pursuant to the Special District Act and as consistent with this Article.

Sec. 19-1-110. - Fees.

(a) With the submittal of a proposed service plan, the proponent of the district shall also pay the Town Clerk a nonrefundable application fee not to exceed one thousand dollars ($1,000.00), together with a five-thousand-dollar deposit to reimburse the Town for staff, legal and consultant time. .

(b) A request for an amendment or modification to a service plan shall be accompanied by a nonrefundable application fee not to exceed two hundred fifty dollars ($250.00) and a one-thousand-five-hundred-dollar ($1,500.00) deposit to reimburse the Town for staff, legal and consultant time.

(c) Any other metropolitan district inquiry referred by the Town Manager for legal or consultant review shall, in the Town Manager's sole discretion, be accompanied by a deposit deemed reasonably necessary to reimburse the Town for staff, legal and consultant time with respect to such inquiry.

(d) Town draws against such deposit shall be based upon then-current hourly rates (including benefits) of employees working on the service plan and the applicable rates for legal and other consultants. If the amount reimbursable exceeds the deposit, the balance shall be due the Town on a monthly basis and prior to consideration of the service plan or amendment by the Town Board. Any deposit amounts remaining shall be returned.

(e) The purpose of staff, legal and consultants' review is to provide the Town Board with expert advice in considering the adequacy of the service plan and in forming a basis for adopting an ordinance approving, disapproving or conditionally approving the service plan for the district.

Introduced, passed on first reading, and ordered published this 10th day of August, 2015.

TOWN OF WINDSOR, COLORADO

By_____
John S. Vazquez, Mayor

ATTEST:

_____
Patti Garcia, Town Clerk

Introduced, passed on second reading, and ordered published this 24th day of August, 2015.

TOWN OF WINDSOR, COLORADO

By_____
John S. Vazquez, Mayor

ATTEST:

_____
Patti Garcia, Town Clerk

TOWN OF WINDSOR

RESOLUTION NO. 2015-56

A RESOLUTION PURSUANT TO SECTION 19-1-60 (a) OF THE ***WINDSOR MUNICIPAL CODE*** APPROVING THE FORMAT FOR A MODEL METROPOLITAN DISTRICT SERVICE PLAN WITHIN THE TOWN OF WINDSOR

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

WHEREAS, Colorado law gives to municipalities the authority to review and approve the governing document containing powers and duties of metropolitan districts, which governing document is commonly referred to as the "service plan"; and

WHEREAS, both the Town and the proponents of service plans benefit from a clear and consistent form for service plans, as the time and effort devoted to preparation and review is significantly reduced; and

WHEREAS, the Town last established its Model Service Plan in 2007; and

WHEREAS, during the first six months of 2015, the Town Board engaged in an in-depth dialogue with its Metropolitan District Special Counsel, the metropolitan district community and the development community with respect to improvements to the Town's Model Service Plan; and

WHEREAS, as a result of this dedicated effort, the Town Board is prepared to approve a revised Model Service Plan for use in connection with all future service plan approvals; and

WHEREAS, Section 16-1-60 (a) of the ***Windsor Municipal Code*** specifically authorizes the Town Board to adopt its Model Service Plan by resolution; and

WHEREAS, the Town Board has concluded that approval of the attached Model Service Plan format, incorporated herein by this reference as if set forth fully, is necessary and appropriate.

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

1. The attached form for the Town of Windsor Model Metropolitan District Service Plan is hereby approved pursuant to Section 16-1-60 (a) of the ***Windsor Municipal Code***.

2. The attached form shall be used by all metropolitan district proponents, effective immediately.

3. The attached form shall be deemed a presumptive guideline, departures from which shall only occur with specific Town Board approval.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 24th day of August, 2015.

TOWN OF WINDSOR, COLORADO

By:_____
John S. Vazquez, Mayor

ATTEST:

_____
Patti Garcia, Town Clerk

SERVICE PLAN
FOR

_____ METROPOLITAN DISTRICT NOS. 1-___

TOWN OF WINDSOR, COLORADO

Prepared by:

_____
_____
_____

[Date]

Note: this Model Service Plan is made available by the Town of Windsor Planning Department. In accordance with Town Code Section 19-1-60, all service plans submitted to Town of Windsor should follow the basic outline, form, sequence, structure and language of this Model Service Plan. For districts whose primary revenue source is ad valorem property taxes, and in the absence of special circumstances, district formation will not be favorably received where the future assessed value of all property within the proposed district is projected to be less than five million dollars ($5,000,000), adjusted for inflation, at full build-out.

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EXHIBIT E	Map Depicting Public Improvements
EXHIBIT F	Financial Plan
EXHIBIT G	Service Plan Intergovernmental Agreement
EXHIBIT H	District Disclosure Form

I. INTRODUCTION

A. Purpose and Intent.

The Districts are intended to be independent units of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of this Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated residents and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

[A multiple district structure is proposed in this Service Plan due to the expected length of buildout for the project and mixed uses, which is projected to occur over a _____ year period. In order to assure delivery of the Public Improvements according to an Approved Development Plan, initial decision making is to be vested in the Project Developer through use of multiple districts. District No. 1 is proposed to be the Coordinating District, and is expected to coordinate the financing, construction and maintenance of all Public Improvements. District Nos. 2 and 3 are proposed to be the Financing Districts which are expected to include all or substantially all of the future development comprising the Project (whether residential or commercial) and provide the revenue to support the Districts Improvements and other services. The Coordinating District will be permitted to provide public service and facilities throughout the Districts pursuant to this Service Plan. Further, and notwithstanding the foregoing, the Districts may provide the Public Improvements and related services through any combination of Districts for the benefit of the property within the Service Area, subject to the limitations of this Service Plan. The Districts will consider from time-to-time whether they are eligible for inactive status under Section 32-1-104, C.R.S., and whether opting into such status will provide a cost savings to the Districts.]

The Districts are not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan. This Service Plan has been prepared in accordance with Article 1 of Chapter 19 of the Town Code.

B. Need for the Districts.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding Districts' Service Plan.

The Town's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of a Debt Mill Levy to be imposed by the Districts. All Debt is expected to be repaid by taxes imposed and

collected by the Districts at a property tax mill levy rate no higher than the limit set forth herein for the Debt Mill Levy and for a duration not to exceed the Maximum Debt Mill Levy Imposition Term, and from other legally available revenues, including but not limited to Capital Improvement Fees. Debt which is incurred within these parameters (as further described in the Financial Plan) will insulate property owners and property from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt. Under no circumstances is the Town agreeing or undertaking to be financially responsible for the Debt or the construction of Public Improvements.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with the Project and those regional improvements necessitated by the Project. Ongoing operational and maintenance activities are allowed, but only as specifically addressed in this Service Plan. In no case shall the mill levies imposed by the Districts on any property exceed the Maximum Aggregate Mill Levy.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt. However, if the Districts have authorized operating functions under this Service Plan, or if by agreement with the Town it is desired that the Districts shall continue to exist, then the Districts shall not dissolve but shall retain only the power necessary to impose and collect taxes or Fees to pay for costs associated with said operations and maintenance functions and/or to perform agreements with the Town.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy (which shall not exceed the maximum Debt Mill Levy rate and which shall not exceed the Maximum Debt Mill Levy Imposition Term) and from Capital Improvement Fees and other legally available revenues. It is the intent of this Service Plan to ensure to the extent possible that, as a result of the formation and operation of the Districts, no taxable property bears a tax burden that is greater than the Maximum Aggregate Mill Levy in amount, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

II. DEFINITIONS

In this Service Plan, the following terms which appear in a capitalized format herein shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Act: means the Special District Act, Article 1 of Title 32 of the Colorado Revised Statutes.

Approved Development Plan: means a plan, development agreement, or other process established by the Town (including but not limited to approval of a final plat or PUD by the Town Board, subdivision improvement agreement, or issuance of a building permit) for identifying and authorizing, among other things, Public Improvements necessary for facilitating

development of property within the Service Area as approved by the Town pursuant to the Town Code and as amended pursuant to the Town Code from time to time.

Board: means the Board of Directors of a District.

Capital Improvement Fee: has the meaning set forth in Section V(A)(10) below.

Coordinating District: means District No. 1.

[County Inclusion Area Boundaries: means the boundaries of the area described in the County Inclusion Area Boundary Map.]

[County Inclusion Area Boundary Map: means the map attached hereto as Exhibit C-3 describing property located in unincorporated _____ County, and which may be included within the Districts in the future, subject to prior annexation into the corporate boundaries of the Town.]

Covenant Enforcement and Design Review Services: means those services authorized under Section 32-1-1004(8), C.R.S.

Debt: means bonds, notes, contracts, or other financial obligations for the payment of which the Districts have pledged their general credit, promised to impose an ad valorem property tax mill levy, and/or have pledged District revenues. The terms do not include contracts through which the Districts procure or provide services or tangible personal property without the use of a multiple fiscal year financial obligation.

Debt Mill Levy: means a mill levy imposed for payment of the costs of Public Improvements and incidental capitalized costs, whether such payment is made on a current funding basis or to defray Debt incurred to pay the costs of the Public Improvements. The Debt Mill Levy is further described in Section VI.C. below.

District No. 1: means the _____ Metropolitan District No. 1.

District No. 2: means the _____ Metropolitan District No. 2.

District No. 3: means the _____ Metropolitan District No. 3.

Districts: means District No. 1, District No. 2, and District No. 3 collectively.

End User: means any owner, or tenant of any owner, of any taxable property within the Districts held as a dwelling or in connection with a business other than real estate development or construction within the Districts. By way of example, a homeowner, residential renter, commercial property owner, or commercial tenant is an End User. None of the following is an End User: a Project Developer; the business entity that constructs homes or commercial structures within the Project; and, a person who has filed (or should, in reasonable prudence, have filed) a conflict of interest disclosure with the Colorado Secretary of State pursuant to Section 24-18-110, C.R.S., on account of his or her business relationship with a Project Developer or other property owner within the District.

External Financial Advisor: means a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer or employee of the Districts or the Project Developer.

Fees: means fees, rates, tolls, penalties and charges as authorized by the Special District Act. The imposition and use of Fees is limited by this Service Plan, including as set forth in Section V.(A).(10).

Financial Plan: means the Financial Plan described in Section VI which is prepared by an External Financial Advisor (or a person or firm skilled in the preparation of financial projections for Colorado special districts) in accordance with the requirements of the Town Code. In the event the Financial Plan is not prepared by an External Financial Advisor, the Financial Plan is accompanied by a letter of support from an External Financial Advisor.

Financing District: means, in the singular, either District Nos. 2 or 3 individually, as the context requires, or in the plural, District Nos. 2 and 3 collectively.

Inclusion Area Boundaries: means the boundaries of the area described in the Town Inclusion Area Boundary Map and the County Inclusion Area Boundary Map.

Inclusion Area Boundary Maps: means the maps attached hereto as Exhibits C-2 and C-3 describing property proposed for inclusion within the Districts in the future and/or for service through one or more additional districts, as further described in Section III below.

Initial District Boundaries: means the boundaries of the area depicted in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as Exhibit C-1 describing the Districts' boundaries.

Map Depicting Public Improvements: means the map or maps attached hereto as Exhibit E, showing the approximate expected location(s) of the Public Improvements listed in the Preliminary Infrastructure Plan.

Maximum Aggregate Mill Levy: means the maximum total combined mill levy the Districts are permitted to impose on property for all purposes. The amount is set forth in Section VI.C. below.

Maximum Debt Authorization: means the total Debt the Districts are permitted to incur as set forth in Section V.A.6.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of the Debt Mill Levy on a particular property for purposes of paying the costs of the Public Improvements (as set forth in Section VI.D below).

Operations and Maintenance Mill Levy: means a mill levy the Districts are permitted to impose on property for payment of general operating expenses, including administration, operations, and maintenance costs. The Operations and Maintenance Mill Levy shall not be levied to pay for Public Improvements or Debt. It is further described in Section VI.C. below.

Preliminary Infrastructure Plan: means the Preliminary Infrastructure Plan described in Section V.B. which includes: (a) a preliminary list of the Public Improvements to be developed by the Districts; and (b) an estimate of the cost of the Public Improvements.

Project: means the development or property referred to for land use planning purposes as _____.

Project Developer: means a person undertaking the development of the Project and any individual or affiliated entity, such as a parent or subsidiary entity or entity under common control or ownership. The term also includes a master or limited developer and any successor developer. The current Project Developer and proponent of the Districts is _____.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed by the Districts as generally described in the Special District Act, except as specifically limited in Section V below, to serve the future property owners and residents of the Service Area.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Maps after such property has been included.

Service Plan: means this service plan for the Districts approved by the Town Board.

Service Plan Amendment: means an amendment to the Service Plan approved by the Town Board in accordance with applicable state law.

Service Plan Intergovernmental Agreement: means the intergovernmental agreement entered into by the town and the Districts in substantially the form as attached hereto as Exhibit G.

Special District Act: means Article 1 of Title 32 of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

TABOR: means article X, section 20 of the Colorado Constitution.

Town: means the Town of Windsor, Colorado.

Town Board: means the Town Board of the Town of Windsor, Colorado.

Town Code: means the Town of Windsor Code and any regulations, rules, or policies promulgated thereunder, as the same may be amended from time to time.

Town Inclusion Area Boundaries: means the boundaries of the area described in the Town Inclusion Area Boundary Map.

Town Inclusion Area Boundary Map: means the map attached hereto as Exhibit C-2 describing property that is already contained within the municipal boundaries of the Town, and which may be included within the Districts in the future.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately ____ acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately _____ acres, consisting of approximately _____ acres within the Town Inclusion Area Boundaries and _____ acres within the County Inclusion Area Boundaries. A legal description of the Initial District Boundaries is attached hereto as part of Exhibit A. A map of the Initial District Boundaries is attached hereto as Exhibit C-1. A map of the Inclusion Area Boundaries presently lying within the corporate boundaries of the Town, together with a legal description, is attached hereto as Exhibit C-2. A map of the Inclusion Area Boundaries lying within unincorporated _____ County, which may be subject to future inclusion following annexation into the Town, together with a legal description, is attached hereto as Exhibit C-3. A vicinity map is attached hereto as Exhibit B. The Project Developer owns the property within the Initial District Boundaries.

It is anticipated that the Districts' boundaries may change from time to time as inclusions and exclusions occur pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in this Service Plan. Property within the Inclusion Area Boundaries may be included into the boundaries of the Districts or may be the subject of a proposed Service Plan Amendment for the creation of one or more additional financing districts to serve such areas. Property within the County Inclusion Area Boundaries shall not be included into the Districts prior to annexation of such property into the corporate boundaries of the Town.

IV. PROPOSED LAND USE AND ASSESSED VALUATION

The Initial District Boundaries consist of approximately _____ acres. The Service Area is planned to include [both residential and commercial] area. The current assessed valuation of the Initial District Boundaries is $_____ for this Service Plan and, at build out, is expected to be approximately $_____, which amount is expected to be sufficient to reasonably discharge the Debt to be incurred by the Districts. The estimated population within the District Boundaries at build out is expected to be approximately _____ persons.

Approval of this Service Plan by the Town does not imply approval of the Project for development, 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, SERVICES, AND LIMITATIONS

A. Powers of the Districts 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 General Assembly grants new or broader powers for metropolitan districts, 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 Districts upon execution of a written agreement with the Town Board concerning the exercise of such powers, which agreement shall be approved subject to the Town Board's sole legislative discretion. Execution and performance of such agreement by the Districts shall not constitute a material modification of this Service Plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and applicable provisions of the Town Code. To the extent the Public Improvements are not accepted by the Town or other appropriate jurisdiction, the Districts shall be authorized to operate and maintain any part or all of the Public Improvements, provided that any increase in an operations mill levy beyond the limits set forth herein shall be subject to approval by the Town Board.

2. Development Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, as applicable. The Districts directly or indirectly through the developer of the Project will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Unless waived by the Town, the Districts shall be required, in accordance with the Town Code, to post a surety bond, letter of credit, or other approved development security for any Public Improvements to be constructed by the Districts in connection with a particular phase. Such development security shall be released when the Districts (or the applicable District furnishing the security) have obtained funds, through bond issuance or otherwise, adequate to insure the construction of the applicable Public Improvements, or when the improvements have been completed and finally accepted. Any limitation or requirement concerning the time within which the Town must review a District proposal or application for an Approved Development Plan or other land use approval is hereby waived by the Districts.

3. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

4. Inclusion and Exclusion Limitation. The Districts shall not include within their respective boundaries, any property outside of the Initial District Boundaries or the Inclusion Area Boundaries without the prior written consent of the Town Board. The property described in the County Inclusion Area Boundaries shall not be included in the boundaries of the Districts until such property has been annexed into the Town, and such inclusion shall be further subject to the other requirements set forth below for adjustments of boundaries of the Districts. The boundaries of the Districts may be adjusted within the boundaries of the Service Area by inclusion or exclusion pursuant to the Act, provided that the following materials are furnished to the Town Planning Department: a) written notice of any proposed inclusion or exclusion is provided at the time of publication of notice of the public hearing thereon; b) an engineer's or surveyor's certificate is provided establishing that the resulting boundary adjustment will not result in legal boundaries for any District extending outside of the Service Area; and c) to the extent the resulting boundary adjustment causes the boundaries of the Districts to overlap, that any consent to such overlap required by Section 32-1-107, C.R.S. is furnished. Notwithstanding the preceding text, property located in an Inclusion Area may not be included into a District pursuant to Section 32-1-401(2)(a), C.R.S., i.e., all Inclusion Area property to be included within a District must be included pursuant to the consent of the fee owner or owners of one hundred percent of the property to be included. Inclusions or exclusions that are not authorized by the preceding text shall require the prior approval of the Town Board, and such approval shall not constitute a material modification of this Service Plan.

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

6. Maximum Debt Authorization. The Districts shall not incur Debt in excess of $_____ dollars. To the extent the Districts seek to modify the Maximum Debt Authorization, they shall obtain the prior approval of the Town Board. Increases which do not exceed 25% of the amount set forth above, and which are approved by the Town Board in a written agreement, shall not constitute a material modification of this Service Plan. Debt established pursuant to an intergovernmental agreement pledging the collection and payment of property taxes and/or Capital Improvement Fees in connection with a Coordinating District and Financing District(s) structure and which secures payment of Debt issued by the Coordinating District shall not count against the Maximum Debt Authorization limitation.

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 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.

9. Eminent Domain Limitation. The Districts shall not exercise their statutory power of eminent domain, except as may be necessary to construct, install, access, relocate or redevelop the Public Improvements identified in the Preliminary Infrastructure Plan. Any use of eminent domain shall be undertaken strictly in compliance with State law and shall be subject to prior consent of the Town Board.

10. Limitation on Using Fees for Capital Improvements. The Districts are prohibited from imposing or collecting Fees for purposes of paying for Public Improvements or Debt; provided, however, that the Districts may impose and collect a one-time capital improvement fee as a source of revenue for repayment of Debt and/or costs of Public Improvements in an amount not to exceed $2,500 per dwelling unit (the "Capital Improvement Fee"). No Capital Improvement Fee related to repayment of Debt shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said taxable property. The Town undertakes no obligation to inform the Districts as to the status of Certificates of Occupancy or to monitor the collection of Capital Improvement Fees. Notwithstanding any of the foregoing, the restrictions in this paragraph shall not apply to any Fee imposed or collected from taxable property for the purpose of funding administration, operation, and maintenance costs of the Districts.

11. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Aggregate Mill Levy have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan amendment; and

b. are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C, Section 903) and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

12. Pledge in Excess of Maximum Aggregate Mill Levy – Material Modification. Any Debt incurred with a pledge or which results in a pledge that exceeds the Maximum Aggregate Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

13. Covenant Enforcement and Design Review Services Limitation. The Districts are authorized to transfer responsibility for provision of covenant enforcement services and design review services under a declaration of covenants, conditions, and restrictions ("CCRs") to a not for profit entity controlled by End Users. The Districts shall not impose assessments that might otherwise be authorized to be imposed and collected pursuant to a CCRs. The preceding sentence does not limit the Districts' ability to impose Fees to defray the costs of covenant enforcement and design review services. The Districts shall be authorized to contract among themselves to assign responsibility for Covenant Enforcement and Design Review Services to one of the Districts, but any such contract shall be terminable by any District upon reasonable notice to the named enforcing District, and any determinations made by the enforcing District under such contract shall be appealable *de novo* to the Board of Directors of the District in which the property that is the subject of the determination is located. The Board of Directors of the District in which the property is located will then have thirty (30) days to hear the appeal or grant an extension; otherwise, the appeal shall be deemed denied.

14. Restrictions on Developer Reimbursements.

a. In the event the District procures or pays for Public Improvements outside of a public bid process, prior to reimbursement to the Project Developer or payment to a third party on behalf of the Project Developer a qualified independent third party shall certify to the Districts that costs of the Public Improvements are reasonable.

b. A qualified independent third party shall certify to the Districts that Public Improvements financed by a District are fit for intended purposes. Note that this certification standard might differ from the certification standards required by the end-owner of such facilities, such as the Town or other special district.

c. In the event a District agrees to reimburse the Project Developer for an advancement of money, property, or services and such agreement does not qualify as Debt as defined in this Service Plan, then the District shall not pay a rate of interest on such advancement that exceeds a rate equal to the prime rate as published in the Wall Street Journal ("WSJ") plus two percent (2%) for the applicable period. In the event the WSJ ceases to publish a prime rate, then the Districts shall substitute a rate from a similar market index. The Districts will from time to time monitor the feasibility of issuing Debt, and if the amount owed under the reimbursement agreement can be satisfied with the proceeds of Debt incurred at a cost materially less than the prime rate plus two percent (2%), then the Districts shall take reasonable steps to incur such Debt and satisfy the reimbursement obligation to the Project Developer. The purpose of this paragraph is to set a readily ascertainable ceiling on the rate of interest a District board of directors can agree to pay a Project Developer for advancements that do not qualify as Debt; this paragraph neither prevents the District from issuing Debt at a higher rate of interest than the WSJ prime rate plus two percent (2%) nor does it prevent the District from paying a lower rate of interest on a developer reimbursement agreement.

15. Town Trails. Trails which are interconnected with a Town or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

16. Overlap of Existing Special Districts. The proponents of the Districts have reviewed the boundaries of the Service Area to determine whether a District is expected to provide the same service to the same property as an existing special or metropolitan district. To the extent prohibited by Section 32-1-107, C.R.S., the Districts shall not duplicate the services provided by any existing metropolitan or special district in any area of overlap except as may be consented to by such existing district. The Town shall be held harmless if any existing metropolitan or special district refuses to authorize services and from any claims brought by such district for improvements constructed or installed or services provided prior to receiving any required consent.

17. Overlap of Districts. No property shall be simultaneously included within the boundaries of more than one of the Districts, except as provided in Section V.A.4. above and in the following sentence. To the extent any District overlaps any other District(s), the total mill levy to be imposed by the Districts to property located in two or more of the Districts shall not exceed the Maximum Aggregate Mill Levy, and the property shall not be subject to a Debt Mill Levy for a period which exceeds the Maximum Debt Mill Levy Imposition Term.

18. Location and Extent Limitation. To the extent a metropolitan district may have any powers pursuant to Section 31-23-209, C.R.S., with respect to the Town, the District hereby waives and shall not exercise any such powers to override or avoid submitting to the jurisdiction of the Town Board or compliance with the Town Code or other regulations.

19. Disclosure. Contemporaneously with the inclusion of property into a District, the District shall record a disclosure in the form set forth in Exhibit H hereto in the appropriate county's real property records.

20. 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 this Section V.A. 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. Any such determination shall not have a precedential effect on the Town's oversight of

other metropolitan districts. Any determinations made by the Town shall be made in the Town's sole legislative discretion.

To the extent permitted by law, the Districts may seek formal approval from the Town Board of modifications to this Service Plan which are not material, but for which the Districts 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, 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 D and is hereby deemed to constitute the preliminary engineering or architectural survey required by Section 32-1-202(2)(c), C.R.S. The Map Depicting Public Improvements is attached hereto as Exhibit E and is also available in size and scale approved by the Town Planning Department.

As shown in the Preliminary Infrastructure Plan, the estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed by the Districts is approximately $_____. The Districts shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in their discretion.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be consistent with or exceed the standards of the Town and shall be in accordance with the requirements of the Approved Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town's requirements, and construction scheduling may require. Upon approval of this Service Plan, the Districts will continue to develop and refine the Preliminary Infrastructure Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt or other funding of the Public Improvements. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in Exhibit D assume construction to applicable local, State and Federal requirements. Changes in the Public Improvements, Preliminary Infrastructure Plan, Map Depicting Public Improvements, or costs, shall not constitute material modifications of this Service Plan. Additionally, due to the preliminary nature of the PIP, the Town shall not be bound by the PIP in reviewing and approving the Approved Development Plan and the Approved Development Plan shall supersede the PIP.

C. Operational Services.

The Districts shall be authorized to provide the following ongoing operations and maintenance services:

1. Landscape maintenance and upkeep for common areas and other District owned property within the Districts' boundaries, including, but not limited to, entrance and external streetscapes and the non-potable water system that may be used to irrigate those areas.

2. Maintenance and upkeep for common area fencing and entrance features.

3. District administrative, legal and accounting services.

4. Neighborhood parks and trails.

5. Covenant code enforcement and design review.

6. Solid Waste Management; provided, however, that in approving this Service Plan, the Town is not authorizing the provision of any services in excess of what is already provided by Section 32-1-1006(6), C.R.S.

D. Demonstrated Public Benefit.

[Discuss how the existence of the Districts will lead to a demonstrated public benefit, including identification of the public benefit]

VI. FINANCIAL PLAN

A. General.

Embedded in the structure of the Financial Plan are the Town's policies that (i) the costs of Public Improvements are to be paid from taxes and not from Fees (with the exception of the Capital Improvements Fee) and that (ii) property shall not be taxed for more than a period of thirty (30) years to pay the costs of the Public Improvements necessary for or part of the master planned development of the Project of which such property is a part. Accordingly, the costs of Public Improvements, and Debt incurred to fund the same, are to be paid from revenues of the Debt Mill Levy and Capital Improvements Fees; and, the Districts' administrative, operating and maintenance costs are to be paid from the Operations and Maintenance Mill Levy and Fees. Any ambiguity in this Service Plan is to be resolved consistent with these policies.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from certain revenues and by and through the proceeds of Debt to be incurred by the Districts. The Financial Plan for the Districts shall be to: (i) incur no more Debt than the Districts can reasonably pay from revenues derived from the Debt Mill Levy and other legally available revenues and (ii) satisfy all other financial obligations arising out of the Districts' administrative and operations, and maintenance activities.

The total Debt that the Districts shall be permitted to incur shall not exceed the Maximum Debt Authorization; provided, however, that Debt incurred to refund outstanding Debt of the Districts shall not count against the Maximum Debt Authorization so long as such refunding Debt does not result in a net present value expense. District Debt shall be permitted to be incurred on a schedule and in such year or years as the issuing District determines shall meet the needs of the Financial Plan referenced above and phased to serve the Project as it occurs. All bonds and other Debt incurred by the Districts may be payable from any and all legally available revenues of the Districts, including but not limited to revenues from the Debt Mill Levy to be imposed upon all taxable property within the Districts and Capital Improvement Fees.

All Debt incurred by the Districts must be incurred in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law. The Maximum Debt Authorization is supported by the Financial Plan prepared by _____, attached hereto as Exhibit F. The Project Developer has provided valuation and absorption data it believes to be market based and market comparable. The Financial Plan attached to this Service Plan satisfies the requirements of Section 19-1-20(i). of the Town Code.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is incurred. In the event of a default, the proposed maximum interest rate on any Debt is not permitted to exceed twelve percent (12%). The proposed maximum underwriting discount will be three percent (3%). Debt, when incurred, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Mill Levies.

A District may impose a "Debt Mill Levy" upon taxable property within such District for payment of Public Improvements, including Debt incurred and other obligations incurred to pay the costs of Public Improvements. The Districts are authorized to promise to impose the Debt Mill Levy for a period not to exceed the Maximum Debt Mill Levy Imposition Term, and revenues derived from the Debt Mill Levy may be pledged to defray Debt. The Debt Mill Levy may not exceed thirty-four (34) mills. However, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement, then the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

An "Operations and Maintenance Mill Levy" may be imposed upon the taxable property within the Districts for payment of administration, operations, and maintenance costs. The Districts are prohibited from imposing an Operations and Maintenance Mill Levy for purposes of generating revenue to fund Public Improvements or for defraying Debt. The

Districts are prohibited from promising to impose an Operations and Maintenance Mill Levy, except that the Districts may, to the extent of authorization under TABOR, promise to impose an Operations and Maintenance Mill Levy in connection with a Debt covenant to fund basic District administrative, operations, and maintenance costs. Revenues derived from the Operations and Maintenance Mill Levy may not be pledged. The Operations and Maintenance Mill Levy shall not exceed thirty-nine (39) mills. However, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement, then the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

The Maximum Aggregate Mill Levy shall be the maximum mill levy the District or any combination of Districts is permitted to impose upon taxable property for any purpose, including payment of Debt, capital improvements costs, administration, operations, and maintenance costs. The Maximum Aggregate Mill Levy is thirty-nine (39) mills. However, if, on or after January 1, 2015, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, then the preceding mill levy limitations may be increased or decreased to reflect such changes, with such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation. By way of example, if a District has imposed a Debt Mill Levy of 30 mills, the maximum Operations and Maintenance Mill Levy that it can simultaneously impose is 9 mills.

D. Maximum Debt Mill Levy Imposition Term.

No District or combination of Districts shall have any authority to impose or collect a Debt Mill Levy on any single property for a period greater than thirty (30) years after the year of the initial imposition of a Debt Mill Levy; this restriction is referred to as the Maximum Mill Levy Imposition Term. The Maximum Mill Levy Imposition Term begins to run on the earlier of (i) the first year the Debt Mill Levy is collected and (ii) five years after the year in which the first building permit for a residential, commercial or industrial building is issued for property within the District. As an example of (ii), if the first building permit in District No. 2 is issued in [2016], then District No. 2 should impose its Debt Mill Levy no later than tax year [2021] (which mill levy would be first collected in [2022]). In the event a District fails to impose a Debt Mill Levy within this five-year time period, the Maximum Debt Mill Levy Imposition Period shall be reduced a year for each year that the imposition of the mill levy is delayed. Put another way, a District has a five year window from the initial building permit within which to impose a full 30-year Debt Mill Levy. In structuring Debt, Districts shall be mindful that this primary revenue source for repayment shall expire at the end of this thirty-year term. The Maximum Public Improvement Mill Levy Imposition Term may be altered only upon

approval by the Town pursuant to a separate written intergovernmental agreement, and only upon a finding by the Town of extraordinary burdens to the Districts or extraordinary benefits to be conferred upon the Town by the Districts.

E. Sources of Funds.

As discussed in more detail above, the Districts may impose mill levies on taxable property within its boundaries as a primary source of revenue for repayment of debt service, capital improvements, administrative expenses and operations, and maintenance, to the extent operations and maintenance functions are specifically addressed in this Service Plan. The Districts may also rely upon various other revenue sources authorized by law, including loans from the Project Developer. At the Districts' discretion, they may assess Fees that are reasonably related to the costs of operating and maintaining District services and facilities. Fees, other than Capital Improvement Fees, shall not be imposed for the purpose of paying for Public Improvements or defraying Debt unless specifically permitted by the Town Board, and any such permission shall not constitute a material modification of this Service Plan. The Districts are permitted to pledge revenues from the Capital Improvements Fee to the payment of Debt.

F. Security for Debt.

The Districts do not have the authority and shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the Districts in the payment of any such obligation or performance of any other obligation.

G. Debt Instrument Disclosure Requirement.

In the text of each bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, the Project Developer.

H. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the applicable Districts' Board.

I. Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be $_____, which will be eligible for reimbursement from Debt proceeds or other legally available revenues.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be operated and maintained. The first year's operating budget is estimated to be $_____. Ongoing administration, operations, and maintenance costs may be paid from property taxes and other revenues.

J. Elections.

The Districts will call an election on the questions of organizing the Districts, electing the initial Boards, and setting in place financial authorizations as required by TABOR. The election will be conducted as required by law.

K. Subdistricts.

The Districts may organize subdistricts or areas as authorized by Section 32-1-1101(1)(f), C.R.S., provided, however, that without the specific approval of the Town, any such subdistrict(s) or area(s) shall be subject to all limitations on Debt, taxes, Fees, and other provisions of this Service Plan. Neither the Debt Mill Levy, the Operations and Maintenance Mill Levy, nor any Debt limit shall be increased as a result of creation of a subdistrict. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the Districts shall notify the Town prior to establishing any such subdistrict(s) or area(s), and shall provide the Town with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The Town Board may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of this Service Plan.

L. Special Improvement Districts.

The Districts are not authorized to establish a special improvement district without the prior approval of the Town Board.

M. Restrictions on Districts Controlled by End User Boards.

This Service Plan's limitations on the Debt Mill Levy, the Operations and Maintenance Mill Levy, the limitation on the use of Fees for Public Improvements, and certain other financial limitations are intended to strike a balance between (i) providing adequate project control and revenue to the Project Developer to facilitate desirable development which will result in demonstrated public benefit and (ii) providing adequate safeguards for protection of residents and taxpayers. When a District Board is composed entirely of End Users, the balance may shift in favor of removing some of the limitations on financial powers. The Town Board may be more inclined to remove financial limitations in scenarios where the District Board wants to add Public Improvements which were not contemplated as part of the Project Developer's master plan for

the Project (e.g., 20 years after development a neighborhood wants to renovate and expand the uses of its community center), a District-owned Public Improvement requires significant repairs, maintenance or upgrades and the cost properly rests with the District, or the restructuring of Debt would result in a net present value savings as set forth in Section 11-56-101 et seq., C.R.S. In the event such circumstances are present, the District Board should consider approaching the Town for authorization.

VII. ANNUAL REPORT

A. General. The Districts shall be responsible for submitting an annual report with the Town Clerk not later than September 1st of each year following the year in which the Order and Decree creating the Districts has been issued by the District Court in and for the County of _____, Colorado. The Town may waive this requirement in its sole discretion.

B. Reporting of Significant Events.

The annual report shall include the following:

1. A narrative summary of the progress of the Districts in implementing the Service Plan for the report year;

2. The audited financial statements of the Districts for the report year, including a statement of financial condition (*i.e.*, balance sheet) as of December 31 of the report year and the statement of operations (*i.e.*, revenues and expenditures) for the report year, or the District's application for exemption from Audit;

3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the Districts in development of Public Improvements in the report year and the source of funds for the same;

4. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the Districts at the end of the report year, including the amount of outstanding indebtedness, the amount and terms of any new District indebtedness or long-term obligations incurred in the report year, the amount of payment or retirement of existing indebtedness of the Districts in the report year, the total assessed valuation of all taxable properties within the Districts as of January 1st of the report year and the current mill levy of the Districts pledged to debt retirement in the report year; and

5. Copies of developer Reimbursement Agreements or amendments thereto made in the applicable year.

6. Copies of documentation establishing compliance with Section V.A.14 (Restrictions on Developer Reimbursements).

7. Any other information deemed relevant by the Town Manager.

Districts which are subject to a current resolution of inactive status pursuant to Section 32-1-104, C.R.S., may disregard these annual reporting requirements to the extent the requirements are not applicable.

In the event the annual report is not timely received by the Town Clerk or is not fully responsive, notice of such default may be given to the Board of such District, at its last known address. The failure of the Districts to file the annual report within forty-five (45) days of the mailing of such default notice by the Town Clerk may constitute a material modification, at the discretion of the Town Board.

VIII. DISSOLUTION

Upon a determination of the Town Board that the purposes for which the Districts were created have been accomplished, the Districts agree to file a petition in the District Court in and for the County of _____, Colorado, for dissolution, in accordance with the provisions of the Special District Act. In no event shall dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding Debt and other financial obligations as required pursuant to State statutes. If the Districts are responsible for ongoing operations and maintenance functions under this Service Plan ("Long Term District Obligations"), the Districts shall not be obligated to dissolve upon any such Town Board determination, subject to the Districts' requirement to obtain the Town's continuing approvals under Section V.A. However, should the Long Term District Obligations be undertaken by the Town or other governmental entity, or should the Districts no longer be obligated to perform the Long Term District Obligations, the Districts agree to commence dissolution proceedings as set forth above.

IX. INTERGOVERNMENTAL AND EXTRATERRITORIAL AGREEMENTS

All intergovernmental agreements must be for purposes, facilities, services or agreements lawfully authorized to be provided by the Districts, pursuant to the State Constitution, Article XIV, Section 18(2)(a) and Sections 29-1-201, et seq., C.R.S. To the extent practicable, the Districts may enter into additional intergovernmental and private agreements to better ensure long-term provision of the Public Improvements identified herein or for other lawful purposes of the Districts. Agreements may also be executed with property owner associations and other service providers. It is expected that the Districts will enter into an Operations Agreement that will describe the obligation of the Coordinating District to furnish operations, coordination of financing, coordination of construction and/or acceptance of improvements, covenant enforcement and design review services, and administrative and statutory compliance functions on behalf of the Districts generally. The Operations Agreement is expected to require funding from the Districts through the imposition of a property tax mill levy not to exceed the Maximum Aggregate Mill Levy. It is also expected that the Districts will enter into agreements among themselves providing for the pledge of revenues to the payment of Debt that is authorized to be incurred by the Districts hereunder.

[If it is intended that a District will contract with other special districts, specify the district and nature of the agreement here.]

No later than two weeks after their organizational meetings, the Districts and the Town shall enter into a Service Plan Intergovernmental Agreement in substantially the form attached hereto as Exhibit G.

No other agreements are required, or known at the time of formation of the Districts to likely be required, to fulfill the purposes of the Districts. Execution of intergovernmental agreements or agreements for extraterritorial services (e.g. outside of the Service Area) by the Districts that are not described in this Service Plan shall require the prior approval of the Town Manager, 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 Districts which do 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 Districts acknowledge 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), establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

2. The existing service in the area to be served by the Districts 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;

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. ORDINANCE OF APPROVAL

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

EXHIBIT A

Legal Descriptions

EXHIBIT B

Vicinity Map

EXHIBIT C-1

Initial District Boundary Map

EXHIBIT C-2

Town of Windsor Inclusion Area Boundary Map and Legal Description

EXHIBIT C-3

_____County Inclusion Area Boundary Map and Legal Description

EXHIBIT D

Preliminary Infrastructure Plan

EXHIBIT E

Map Depicting Public Improvements

EXHIBIT F

Financial Plan

EXHIBIT G

Service Plan Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE TOWN OF WINDSOR, COLORADO

AND THE

_____ METROPOLITAN DISTRICT NOS. ____

THIS AGREEMENT is made and entered into as of this ___ day of _____, 20___, by and between the TOWN OF WINDSOR, a home rule municipal corporation of the State of Colorado (the "Town") and the _____ METROPOLITAN DISTRICT NOS. 1 - _____, each a quasi-municipal corporation and political subdivision of the State of Colorado (the "Districts"). The Town and the Districts are individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Service Plan approved by the Town on _____, _____ (the "Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts; and

WHEREAS, the Parties have determined that any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (the "Agreement").

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

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the Town or other

appropriate jurisdiction in a manner consistent with the Approved Development Plan and applicable provisions of the Town Code. To the extent the Public Improvements are not accepted by the Town or other appropriate jurisdiction, the Districts shall be authorized to operate and maintain any part or all of the Public Improvements, provided that any increase in an operations mill levy beyond the limits set forth herein and the Service Plan shall be subject to approval by the Town Board.

2. Development Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, as applicable. The Districts directly or indirectly through the Project Developer will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Unless waived by the Town, the Districts shall be required, in accordance with the Town Code, to post a surety bond, letter of credit, or other approved development security for any Public Improvements to be constructed by the Districts in connection with a particular phase. Such development security shall be released when the Districts (or the applicable District furnishing the security) have obtained funds, through bond issuance or otherwise, adequate to insure the construction of the applicable Public Improvements, or when the improvements have been completed and finally accepted. Any limitation or requirement concerning the time within which the Town must review a District proposal or application for an Approved Development Plan or other land use approval is hereby waived by the Districts.

3. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor substantially as follows:We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

4. Inclusion and Exclusion Limitation. The Districts shall not include within their respective boundaries, any property outside of the Initial District Boundaries or the Inclusion Area Boundaries without the prior written consent of the Town Board. The property described in the County Inclusion Area Boundaries shall not be included in the boundaries of the Districts until such property has been annexed into the Town, and such inclusion shall be further subject to the other requirements set forth below for adjustments of boundaries of the Districts. The boundaries of the Districts may be adjusted within the boundaries of the Service Area by inclusion or exclusion pursuant to the Act, provided that the following materials are furnished to the Town Planning Department: a) written notice of any proposed inclusion or exclusion is provided at the time of publication of notice of the public hearing thereon; b) an engineer's or

surveyor's certificate is provided establishing that the resulting boundary adjustment will not result in legal boundaries for any District extending outside of the Service Area; and c) to the extent the resulting boundary adjustment causes the boundaries of the Districts to overlap, that any consent to such overlap required by Section 32-1-107, C.R.S. is furnished. Notwithstanding the preceding text, property located in an Inclusion Area may not be included into a District pursuant to Section 32-1-401(2)(a), C.R.S., i.e., all Inclusion Area property to be included within a District must be included pursuant to the consent of the fee owner or owners of one hundred percent of the property to be included. Inclusions or exclusions that are not authorized by the preceding text shall require the prior approval of the Town Board, and such approval shall not constitute a material modification of the Service Plan.

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

6. Maximum Debt Authorization. The Districts shall not incur Debt in excess of $_____ dollars. To the extent the Districts seek to modify the Maximum Debt Authorization, they shall obtain the prior approval of the Town Board. Increases which do not exceed 25% of the amount set forth above, and which are approved by the Town Board in a written agreement, shall not constitute a material modification of the Service Plan. Debt established pursuant to an intergovernmental agreement pledging the collection and payment of property taxes and/or Capital Improvement Fees in connection with a Coordinating District and Financing District(s) structure and which secures payment of Debt issued by the Coordinating District shall not count against the Maximum Debt Authorization limitation.

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 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.

9. Eminent Domain Limitation. The Districts shall not exercise their statutory power of eminent domain, except as may be necessary to construct, install, access, relocate or redevelop the Public Improvements identified in the Preliminary Infrastructure Plan. Any use of eminent domain shall be undertaken strictly in compliance with State law and shall be subject to prior consent of the Town Board.

10. Limitation on Using Fees for Capital Improvements. The Districts are prohibited from imposing or collecting Fees for purposes of paying for Public Improvements or Debt; provided, however, that the Districts may impose and collect a one-time capital improvement fee as a source of revenue for repayment of Debt and/or costs of Public Improvements in an amount not to exceed $2,500 per dwelling unit (the "Capital Improvement Fee"). No Capital Improvement Fee related to repayment of Debt shall be authorized to be

imposed upon or collected from taxable property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said taxable property. The Town undertakes no obligation to inform the Districts as to the status of Certificates of Occupancy or to monitor the collection of Capital Improvement Fees. Notwithstanding any of the foregoing, the restrictions in this paragraph shall not apply to any Fee imposed or collected from taxable property for the purpose of funding administration, operation, and maintenance costs of the Districts.

11. Bankruptcy Limitation. All of the limitations contained in the Service Plan and this Agreement, including, but not limited to, those pertaining to the Maximum Aggregate Mill Levy have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan amendment; and

b. are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C, Section 903) and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

12. Pledge in Excess of Maximum Aggregate Mill Levy – Material Modification. Any Debt incurred with a pledge or which results in a pledge that exceeds the Maximum Aggregate Mill Levy shall be deemed a material modification of the Service Plan pursuant to Section 32-1-207, C.R.S., and a breach of this Agreement and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

13. Covenant Enforcement and Design Review Services Limitation. The Districts are authorized to transfer responsibility for provision of covenant enforcement services and design review services under a declaration of covenants, conditions, and restrictions ("CCRs") to a not for profit entity controlled by End Users. The Districts shall not impose assessments that might otherwise be authorized to be imposed and collected pursuant to a CCRs. The preceding sentence does not limit the Districts' ability to impose Fees to defray the costs of covenant enforcement and design review services. The Districts shall be authorized to contract among themselves to assign responsibility for Covenant Enforcement and Design Review Services to one of the Districts, but any such contract shall be terminable by any District upon reasonable notice to the named enforcing District, and any determinations made by the enforcing District under such contract shall be appealable *de novo* to the Board of Directors of the District in which the property that is the subject of the determination is located. The Board of Directors of the District in which the property is located will then have thirty (30) days to hear the appeal or grant an extension; otherwise, the appeal shall be deemed denied.

14. Restrictions on Developer Reimbursements.

a. In the event the District procures or pays for Public Improvements outside of a public bid process, prior to reimbursement to the Project Developer or payment to a third party on behalf of the Project Developer a qualified independent third party shall certify to the Districts that costs of the Public Improvements are reasonable.

b. A qualified independent third party shall certify to the Districts that Public Improvements financed by a District are fit for intended purposes. Note that this certification standard might differ from the certification standards required by the end-owner of such facilities, such as the Town or other special district.

c. In the event a District agrees to reimburse the Project Developer for an advancement of money, property, or services and such agreement does not qualify as Debt as defined in the Service Plan, then the District shall not pay a rate of interest on such advancement that exceeds a rate equal to the prime rate as published in the Wall Street Journal ("WSJ") plus two percent (2%) for the applicable period. In the event the WSJ ceases to publish a prime rate, then the Districts shall substitute a rate from a similar market index. The Districts will from time to time monitor the feasibility of issuing Debt, and if the amount owed under the reimbursement agreement can be satisfied with the proceeds of Debt incurred at a cost materially less than the prime rate plus two percent (2%), then the Districts shall take reasonable steps to incur such Debt and satisfy the reimbursement obligation to the Project Developer. The purpose of this paragraph is to set a readily ascertainable ceiling on the rate of interest a District board of directors can agree to pay a Project Developer for advancements that do not qualify as Debt; this paragraph neither prevents the District from issuing Debt at a higher rate of interest than the WSJ prime rate plus two percent (2%) nor does it prevent the District from paying a lower rate of interest on a developer reimbursement agreement.

15. Town Trails. Trails which are interconnected with a Town or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

16. Overlap of Existing Special Districts. To the extent prohibited by Section 32-1-107, C.R.S., the Districts shall not duplicate the services provided by any existing metropolitan or special district in any area of overlap except as may be consented to by such existing district. The Town shall be held harmless if any existing metropolitan or special district refuses to authorize services and from any claims brought by such district for improvements constructed or installed or services provided prior to receiving any required consent.

17. Overlap of Districts. No property shall be simultaneously included within the boundaries of more than one of the Districts, except as provided in Section V.A.4. above and in the following sentence. To the extent any District overlaps any other District(s), the total mill levy to be imposed by the Districts to property located in two or more of the Districts shall not exceed the Maximum Aggregate Mill Levy, and the property shall not be subject to a Debt Mill Levy for a period which exceeds the Maximum Debt Mill Levy Imposition Term.

18. Location and Extent Limitation. To the extent a metropolitan district may have any powers pursuant to Section 31-23-209, C.R.S., with respect to the Town, the District

hereby waives and shall not exercise any such powers to override or avoid submitting to the jurisdiction of the Town Board or compliance with the Town Code or other regulations.

19. Disclosure. Contemporaneously with the inclusion of property into a District, the District shall record a disclosure in the form set forth in Exhibit H hereto in the appropriate county's real property records.

20. Financial Plan. The total Debt that the Districts shall be permitted to incur shall not exceed the Maximum Debt Authorization; provided, however, that Debt incurred to refund outstanding Debt of the Districts shall not count against the Maximum Debt Authorization so long as such refunding Debt does not result in a net present value expense. District Debt shall be permitted to be incurred on a schedule and in such year or years as the issuing District determines shall meet the needs of the Financial Plan referenced above and phased to serve the Project as it occurs. All bonds and other Debt incurred by the Districts may be payable from any and all legally available revenues of the Districts, including but not limited to revenues from the Debt Mill Levy to be imposed upon all taxable property within the Districts and Capital Improvement Fees.

All Debt incurred by the Districts must be incurred in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law. The Maximum Debt Authorization is supported by the Financial Plan prepared by _____, attached hereto as Exhibit F. The Project Developer has provided valuation and absorption data it believes to be market based and market comparable. The Financial Plan attached to this Service Plan satisfies the requirements of Section 19-1-20(i). of the Town Code.

21. Maximum Voted Interest Rate and Maximum Underwriting Discount. The interest rate on any Debt is expected to be the market rate at the time the Debt is incurred. In the event of a default, the proposed maximum interest rate on any Debt is not permitted to exceed twelve percent (12%). The proposed maximum underwriting discount will be three percent (3%). Debt, when incurred, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

22. Maximum Mill Levies. A District may impose a "Debt Mill Levy" upon taxable property within such District for payment of Public Improvements, including Debt incurred and other obligations incurred to pay the costs of Public Improvements. The Districts are authorized to promise to impose the Debt Mill Levy for a period not to exceed the Maximum Debt Mill Levy Imposition Term, and revenues derived from the Debt Mill Levy may be pledged to defray Debt. The Debt Mill Levy may not exceed thirty-four (34) mills. However, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement, then the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

An "Operations and Maintenance Mill Levy" may be imposed upon the taxable property within the Districts for payment of administration, operations, and maintenance costs. The Districts are prohibited from imposing an Operations and Maintenance Mill Levy for purposes of generating revenue to fund Public Improvements or for defraying Debt. The Districts are prohibited from promising to impose an Operations and Maintenance Mill Levy, except that the Districts may, to the extent of authorization under TABOR, promise to impose an Operations and Maintenance Mill Levy in connection with a Debt covenant to fund basic District administrative, operations, and maintenance costs. Revenues derived from the Operations and Maintenance Mill Levy may not be pledged. The Operations and Maintenance Mill Levy shall not exceed thirty-nine (39) mills. However, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement, then the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

The Maximum Aggregate Mill Levy shall be the maximum mill levy the District or any combination of Districts is permitted to impose upon taxable property for any purpose, including payment of Debt, capital improvements costs, administration, operations, and maintenance costs. The Maximum Aggregate Mill Levy is thirty-nine (39) mills. However, if, on or after January 1, 2015, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, then the preceding mill levy limitations may be increased or decreased to reflect such changes, with such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation. By way of example, if a District has imposed a Debt Mill Levy of 30 mills, the maximum Operations and Maintenance Mill Levy that it can simultaneously impose is 9 mills.

23. Maximum Debt Mill Levy Imposition Term. No District or combination of Districts shall have any authority to impose or collect a Debt Mill Levy on any single property for a period greater than thirty (30) years after the year of the initial imposition of a Debt Mill Levy; this restriction is referred to as the Maximum Mill Levy Imposition Term. The Maximum Mill Levy Imposition Term begins to run on the earlier of (i) the first year the Debt Mill Levy is collected and (ii) five years after the year in which the first building permit for a residential, commercial or industrial building is issued for property within the District. As an example of (ii), if the first building permit in District No. 2 is issued in **[2016],** then District No. 2 should impose its Debt Mill Levy no later than tax year **[2021]** (which mill levy would be first collected in **[2022]**). In the event a District fails to impose a Debt Mill Levy within this five-year time period, the Maximum Debt Mill Levy Imposition Period shall be reduced a year for each year that the imposition of the mill levy is delayed. Put another way, a District has a five year window from the initial building permit within which to impose a full 30-year Debt Mill Levy.

In structuring Debt, Districts shall be mindful that this primary revenue source for repayment shall expire at the end of this thirty-year term. The Maximum Public Improvement Mill Levy Imposition Term may be altered only upon approval by the Town pursuant to a separate written intergovernmental agreement, and only upon a finding by the Town of extraordinary burdens to the Districts or extraordinary benefits to be conferred upon the Town by the Districts.

24. Sources of Funds. As discussed in more detail above, the Districts may impose mill levies on taxable property within its boundaries as a primary source of revenue for repayment of debt service, capital improvements, administrative expenses and operations, and maintenance, to the extent operations and maintenance functions are specifically addressed in the Service Plan. The Districts may also rely upon various other revenue sources authorized by law, including loans from the Project Developer. At the Districts' discretion, they may assess Fees that are reasonably related to the costs of operating and maintaining District services and facilities. Fees, other than Capital Improvement Fees, shall not be imposed for the purpose of paying for Public Improvements or defraying Debt unless specifically permitted by the Town Board, and any such permission shall not constitute a material modification of this Service Plan. The Districts are permitted to pledge revenues from the Capital Improvements Fee to the payment of Debt.

25. Security for Debt. The Districts do not have the authority and shall not pledge any revenue or property of the Town as security for the indebtedness set forth in the Service Plan. Approval of the Service Plan shall not be construed as a guarantee by the Town of payment of any of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the Districts in the payment of any such obligation or performance of any other obligation.

26. Debt Instrument Disclosure Requirement. In the text of each bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, the Project Developer.

27. Subdistricts. The Districts may organize subdistricts or areas as authorized by Section 32-1-1101(1)(f), C.R.S., provided, however, that without the specific approval of the Town, any such subdistrict(s) or area(s) shall be subject to all limitations on Debt, taxes, Fees, and other provisions of this Service Plan. Neither the Debt Mill Levy, the Operations and Maintenance Mill Levy, nor any Debt limit shall be increased as a result of creation of a subdistrict. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the Districts

shall notify the Town prior to establishing any such subdistrict(s) or area(s), and shall provide the Town with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The Town Board may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of this Service Plan.

28. Special Improvement Districts. The Districts are not authorized to establish a special improvement district without the prior approval of the Town Board.

29. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts

_____ Metropolitan District Nos. 1 - _____
_____
_____
Attn: _____
Phone: _____
Email: _____

with a copy to:
_____
Attn: _____
_____
_____
Phone: _____
Email: _____

To the Town:

Town of Windsor
301 Walnut Street
Windsor, Colorado 80550
Attn: Town Manager
cc: Town Attorney
Phone: (970) 674-2400

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

30. Miscellaneous.

a) Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the Districts until after the effective date of this Agreement.

b) Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto

c) Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

d) Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

e) Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

f) Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

g) Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages.

h) Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in District Court in and for Weld County.

i) Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

j) Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

k) No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

l) Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject

matter hereof and constitutes the entire Agreement between the Parties concerning the subject matter hereof; provided, however, that this Agreement does not modify, affect, or limit the Town's or any other person's right of action to enforce the provisions of the Service Plan separately from this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the Districts as of the date first above written.

Signature page to follow

TOWN OF WINDSOR, COLORADO

By: _____
Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

_____ METROPOLITAN DISTRICT NOS. 1 - _____, each a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

ATTEST:

_____
Secretary

EXHIBIT H

District Disclosure Form

_____ Metropolitan District Nos. 1- ___

In accordance with § 32-1-104.8, Colorado Revised Statutes, _____ Metropolitan District Nos. 1- ___ (the "Districts") are required to submit a public disclosure to the Weld County Clerk and Recorder for recording along with a map depicting the boundaries of the District, attached hereto as Exhibit A.

1. Name of District: _____ Metropolitan District Nos. 1-___.

2. Powers of the District as authorized by § 32-1-1004, Colorado Revised Statutes, and the Districts' Service Plan as of the time of this filing: The Districts have the authority to provide the Public Improvements and related operation and maintenance services 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 Constitution, subject to the limitations set forth in the Service Plan.

3. The Districts' Service Plan, approved on _____, by the Town of Windsor, State of Colorado, which can be amended from time to time, includes a description of the Districts' powers and authority. A copy of the Districts' Service Plan is available from the Division of Local Government.

4. _____ District Nos. 1- ___ are authorized by Title 32 of the Colorado Revised Statutes to use a number of methods to raise revenues for capital needs and general operations costs. These methods, subject to the limitations imposed by section 20 of article X of the Colorado Constitution, include issuing debt, levying taxes, and imposing fees and charges. The maximum debt service mill levy authorized under the Districts' Service Plan is 34 mills. The maximum operations and maintenance mill levy authorized under the Districts' service plan is 39 mills. Voter approval for the imposition of these taxes under section 20 of article X of the Colorado Constitution has been obtained. Information concerning directors, management, meetings, elections and current taxes are provided annually in the Notice to Electors described in § 32-1-809(1), Colorado Revised Statutes, which can be found at the District office, on the Districts' website, on file at the division of local government in the state department of local affairs, or on file at the office of the clerk and recorder of each county in which the special district is located.

M E M O R A N D U M

Date: August 24, 2015
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Scott Ballstadt, AICP, Director of Planning
From: Josh Olhava, Associate Planner
Subject: Ordinance No. 2015-1505 – An Ordinance Approving the Re-zoning of a Portion of the Highland Meadows Golf Course Subdivision 13th Filing – Jon Turner, applicant/ Eric Greene, Power to Play Sports, applicant's representative – 2nd Reading
Location: North of and adjacent to Crooked Stick Drive; approximately 300 feet east of Fairgrounds Avenue
Item #: C.3

Background:

The enclosed Ordinance No. 2015-1505 was approved on first reading by the Town Board following a public hearing at the August 10, 2015 regular meeting. No major concerns or issues were raised by the Town Board. No changes have been made to the ordinance since first reading.

The applicant, Mr. Jon Turner, represented by Mr. Eric Greene is requesting to rezone approximately 3.7 acres from Residential Mixed Use (RMU) to General Commercial (GC) zone district. The rezoning petition is necessary to realign the zoning lines with the re-platting of certain lots under the name Highland Meadows Golf Course Subdivision 13th Filing, to accommodate the planned Power to Play Sports complex. The proposed zoning is consistent with adjacent parcels and the intended use of the site.

Conformance with Comprehensive Plan: The application is consistent with Commercial and Industrial Land Use Goals and Policies, including:

Goal:

3. *Windsor should continue to encourage and promote commercial and industrial development, redevelopment and expansions in order to strengthen its tax base, increase revenue sources, and provide high-quality employment opportunities for its residents*.

Conformance with Vision 2025: The application is consistent with "Economic Vitality" goals of the Vision 2025 document:

Goals:

3. *Grow and Diversify the Windsor economy*.

Strategy:

Promote the expansion of locally owned businesses in the community.

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

A neighborhood meeting was held on May 11, 2015 at 5:30 PM in the Community Recreation Center. Notifications for this meeting were as follows:

- April 29, 2015 – legal ad published in the papers
- April 29, 2015 – affidavit of mailing to property owners within 300 feet

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

- July 16, 2015 - affidavit of letters mailed to the adjacent property owners
- July 16, 2015 - property posted with a notification sign
- July 17, 2015 - legal notice posted on the Town of Windsor website
- July 17, 2015 - legal ad published in the Tribune

Recommendation: Approval of Ordinance No. 2015-1505 on second reading, as presented.

Enclosures: Ordinance No. 2015-1505
application materials

pc: Jon Turner, applicant
Eric Greene, Power to Play Sports, applicant's representative

TOWN OF WINDSOR

ORDINANCE NO. 2015-1505

AN ORDINANCE PURSUANT TO CHAPTER 16, ARTICLE V OF THE *WINDSOR MUNICIPAL CODE* APPROVING THE RE-ZONING OF A PORTION OF THE HIGHLAND MEADOWS GOLF COURSE SUBDIVISION, THIRTEENTH FILING, UPON THE APPLICATION OF COLORADO 80 HOLDINGS, LLC

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

WHEREAS, the Town has in place a comprehensive system of land use regulations, the purpose of which is to promote the public health, safety and welfare; and

WHEREAS, the Town has adopted the zoning regulations set forth in Chapter 16 of the Windsor Municipal Code ("Zoning Code"), under which parcels of land are identified and classified for regulatory purposes; and

WHEREAS, the Highland Meadows Golf Course Subdivision, Thirteenth Filing ("Property"), is presently zoned both "General Commercial GC" and "Residential Mixed Use RMU", pursuant to the regulations found in Articles XIX and XXIV of the Zoning Code, respectively; and

WHEREAS, the owner of the Property, Colorado 80 Holdings, LLC, has filed a Petition ("Petition") requesting re-zoning of a portion of the Property from its current "Residential Mixed Use RMU" designation to "General Commercial GC"; and

WHEREAS, that portion of the Property for which re-zoning is requested is identified in the attached Highland Meadows Golf Course Subdivision, Thirteenth Filing, Rezoning Map as "Parcel 1", which Rezoning Map is incorporated by this reference herein as if set forth fully; and

WHEREAS, in accordance with the requirements for re-zoning found in Article V of the Zoning Code, the Petition has been reviewed by staff and referred to the Planning Commission for review and recommendation following a public hearing; and

WHEREAS, the Planning Commission has recommended that the Town Board approve the re-zoning request, subject to certain conditions; and

WHEREAS, pursuant to the requirements for re-zoning found in Article V of the Zoning Code, the Town Board has convened a public hearing and heard relevant evidence with respect to the merits of the Petition; and

WHEREAS, based upon the evidence presented at the public hearing, the Town Board concludes that the Petition should be granted, and a portion of the Property re-zoned as requested.

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

1. That portion of the Highland Meadows Golf Course Subdivision, Thirteenth Filing, identified as "Parcel 1" in the attached Highland Meadows Golf Course Subdivision, Thirteenth Filing, Rezoning Map is and shall henceforth be re-zoned from its current Residential Mixed Use RMU designation to General Commercial GC.

2. In addition to all other applicable regulations, the use of the said Parcel 1 shall be subject to the regulations found in Chapter 16, Article XIX of the *Windsor Municipal Code*.

3. Pursuant to *Windsor Municipal Code* § 16-5-20 (3), within ten (10) days of the effective date of this Ordinance, Colorado 80 Holdings, LLC, shall submit to the Planning Department a certified copy of a compact disc (CD) containing all drawings that have been approved by the Town, plus two (2) translucent original Mylars of final rezoning maps to be recorded in the office of the Larimer County Clerk and Recorder.

Introduced, passed upon a vote of 6 in favor and 0 opposed on first reading and ordered published this 10th day of August, 2015.

TOWN OF WINDSOR, COLORADO

John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

Passed on second reading upon a vote of ____ in favor and ____ opposed, and ordered published this 24th day of August, 2015.

TOWN OF WINDSOR, COLORADO

_____
John S. Vazquez, Mayor

ATTEST:

_____
Patti Garcia, Town Clerk

HIGHLAND MEADOWS GOLF COURSE SUBDIVISION THIRTEENTH FILING REZONING MAP

LOCATED IN SECTION 26, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WINDSOR, COUNTY OF LARIMER, STATE OF COLORADO

PROPERTY DESCRIPTION

Highland Meadows Golf Course Subdivision Eighth Filing, in the TOWN OF WINDSOR, County of Larimer, Colorado, located in the Section 26, Township 6 North, Range 68 West of the 6th Principal Meridian.

Parcel 1:

A portion of Highland Meadows Golf Course Subdivision Thirteenth Filing, located in Section 26, Township 6 North, Range 68 West of the 6th P.M., Town of Windsor, County of Larimer, State of Colorado and more particularly described as follows:

Considering the South line of said Thirteenth Filing as bearing South 89° 45' 26" West and with all bearings contained herein relative thereto:

BEGINNING at the Southeast Corner of Lot 3, Highland Meadows Golf Course Subdivision Thirteenth Filing; thence along the South line of Lot 3, South 89° 45' 26" West, 228.32 feet; thence, North 00° 14' 34" West, 156.63 feet; thence along a curve concave to the southwest, having a central angle of 42° 59' 15" with a radius of 145.00 feet, an arc length of 108.79 feet and the chord of which bears North 21° 44' 12" West, 106.26 feet; thence, North 00° 14' 34" West, 377.07 feet; thence, North 40° 05' 36" East, 27.31 feet to the North line of Tract A, Highland Meadows Golf Course Subdivision Thirteenth Filing; thence along said North line and along a non-tangent curve concave to the northeast, having a central angle of 63° 59' 50" with a radius of 75.00 feet, an arc length of 83.77 feet and the chord of which bears South 66° 33' 42" East, 79.48 feet; thence, North 81° 26' 23" East, 154.75 feet; thence along a curve concave to the north, having a central angle of 5° 07' 46" with a radius of 75.00 feet, an arc length of 6.71 feet and the chord of which bears North 78° 52' 30" East, 6.71 feet to the East line of said Thirteenth Filing; thence along said East line, South 00° 11' 48" West, 9.85 feet; thence, South 82° 41' 16" East, 22.19 feet; thence, South 00° 11' 46" West, 632.37 feet to the Point of Beginning, containing 161,891 square feet, more or less.

ACKNOWLEDGEMENT OF OWNERSHIP INTEREST

Know all men by these presents that the undersigned, being all the owners, lienholders, and holders of any ownership interest as defined by the Town of Windsor, of the land described hereon, have caused such land to be rezoned as indicated on this plat. The within rezoning plat is submitted in accordance with the *Windsor Municipal Code*. It is hereby acknowledged that all construction, use and development of this property will be in strict accordance with this rezoning plat. It is further acknowledged that deviation from this rezoning plat without the express written consent of the Town of Windsor may result in revocation of the Town's approval of the rezoning plat, denial of building permits, refusal to issue certificates of occupancy, injunctive relief prohibiting use of the property and other remedies available to the Town under the *Windsor Municipal Code* and other applicable laws of the State of Colorado. Know all men by these presents that the undersigned have caused said land to be laid out and rezoned under the name of Highland Meadows Golf Course Subdivision Thirteenth Filing Rezoning Map.

In witness whereof, we have hereunto set our hands and seals this the _____ day of _____, 2015.

OWNER: Colorado 80 Holdings LLC

_____

Jon A. Turner, President

NOTARIAL CERTIFICATE

STATE OF)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me by Jon A. Turner this _____ day of_____, 2015.

My commission expires: _____

_____

Notary Public

SURVEYOR'S CERTIFICATE

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

_____.

Eric R. Smith
Colorado Registered Professional
Land Surveyor No. 37987
For and on behalf of Northern Engineering Services, Inc.

VICINITY MAP
SCALE: 1" = 1000'

ENGINEERING DEPARTMENT APPROVAL

Approved this the _____ day of _____, 2015.

_____

Director of Engineering

PLANNING COMMISSION APPROVAL

Approved this the _____ day of _____, 2015.

_____

Chairman, Windsor Planning Commission

PLANNING DEPARTMENT APPROVAL

Approved this the _____ day of _____, 2015.

_____

Director of Planning

MAYOR'S CERTIFICATE

This is to certify that a rezoning map of the property described herein is approved by Ordinance No. _____ of the Town of Windsor passed and adopted on the _____ day of _____, 2015, A.D. and that the Mayor of the Town of Windsor, as authorized by said ordinance on behalf of the Town of Windsor, hereby acknowledges and adopts the said rezoning map upon which this certificate is endorsed for all purposes thereon.

_____ _____

Mayor ATTEST: Town Clerk

TOWN MANAGER'S APPROVAL

Approved this the _____ day of _____, 2015.

_____

Town Manager

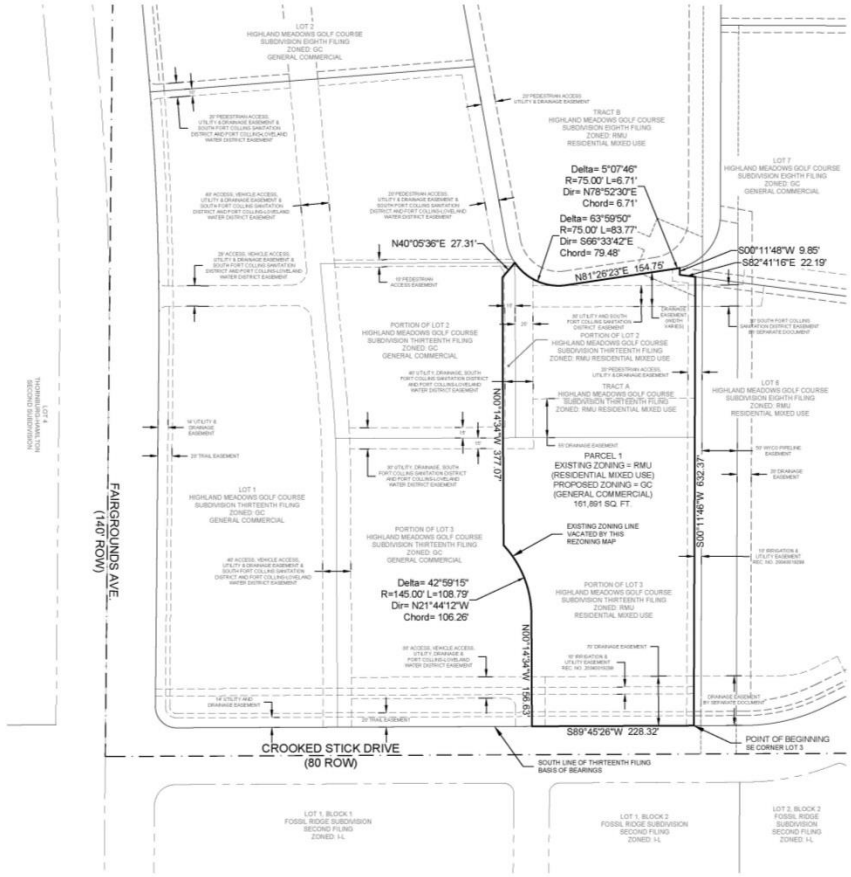
NOTICE OF OTHER DOCUMENTS

All persons take notice that certain documents have been executed pertaining to this development, which create certain rights and obligations of the development, the developer and/or subsequent owners of all or portions of the development site, many of which obligations constitute promises and covenants that run with the land. These documents are of record and are on file with the director of planning of the Town of Windsor and should be closely examined by all persons interested in purchasing any portion of the development site.

NOTES:

1) Basis of Bearings is South line of Highland Meadows Golf Course Subdivision Eighth Filing Replat A as bearing South 89°45'26" West.

2) The lineal unit of measurement for this plat is U.S. Survey Feet.



LEGEND

- BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- RIGHT-OF-WAY
- SECTION LINE

NORTH

80 0 80 160 240 Feet
(US SURVEY FEET)
1 inch = 80 ft.

NOTICE:
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.

SECTION: 26
TOWNSHIP: 6N
RANGE: 68 W of the 6th PM

NORTHERN ENGINEERING
419 CMC 970.221.4158
www.northernengineering.com
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521

DATE: 6/17/15
SCALE: 1"=80'
REVIEWED BY: E. Smith
PROJECT: 103-048
DESIGNED BY:
DRAWN BY: L. Smith

HIGHLAND MEADOWS GOLF COURSE SUBDIVISION THIRTEENTH FILING REZONING MAP

Sheet 1 Of 1 Sheet

TOWN OF WINDSOR PLANNING DEPARTMENT
301 Walnut Street, Windsor, CO 80550
Phone: 970-674-2415; Fax: 970-674-2456

For office use only:
Project ID No.

LAND USE APPLICATION FORM

Land use applications shall include all items listed in the application submittal checklist and the Town of Windsor Municipal Code (Code). The Town of Windsor Planning Department reserves the right to refuse to accept incomplete submittals. Please see the Code for submittal requirements.

APPLICATION TYPE:

- [ ] ANNEXATION
- [ ] MASTER PLAN
- [✓] REZONING
- [ ] MINOR SUBDIVISION
- [ ] LOT LINE ADJUSTMENT
- [ ] MAJOR SUBDIVISION
- [ ] SITE PLAN
- [ ] ADMINISTRATIVE SITE PLAN
- [ ] SITE PLAN - Qualified Commercial or Industrial (Fast Track)

STATUS:
(for MAJOR SUBDIVISIONS and SITE PLANS only)

- [ ] Preliminary
- [ ] Final

PROJECT NAME*: Highland Meadows Golf Course Subdivision Eighth Filing Replat A Site Plan (Power To Play Sports)

LEGAL DESCRIPTION*: See attached

PROPERTY ADDRESS (if available): _____

PROPERTY OWNER (APPLICANT): Colorado 80 Holdings, LLC

Owner's Name(s)*: Jon Turner
Company: Colorado 80 Holdings LLC
Address*: 8020 South County Road 5, Suite 200, Fort Collins CO 80528
Primary Phone #*: 970.204.9393 Secondary Phone #: _____
Fax #*: 970.204.9396 E-Mail*: jmwturner@cox.net

OWNER'S AUTHORIZED REPRESENTATIVE:

Representative's Name: Same as Owner
Company: _____
Address: _____
Primary Phone #: _____ Secondary Phone #: _____
Fax #: E-Mail:

All correspondence will only be sent to the owner's authorized representative. It is the sole responsibility of the representative to distribute correspondence to the owner and other applicable parties, i.e. engineers, architects, surveyors, attorneys, consultants, etc.

I hereby depose and state under the penalties of perjury that all statements, proposals, and/or plans submitted with or contained within the application are true and correct to the best of my knowledge.

Jon A. Turner 4/11/15

Signature: Owner or Owner's Authorized Representative** Date

**Proof of owner's authorization is required with submittal if signed by Owner's Authorized Representative.

Print Name(s)

*Required fields

REZONING PETITION

(I, We) the undersigned, being the owners of the property described as:

Highland Meadows Golf Course Subdivision Eighth Filing in the TOWN OF WINDSOR, County of Larimer, Colorado, located in the Section 26, Township 6 North, Range 68 West of the 6th Principal Meridian.

Parcel 1:
A portion of Highland Meadows Golf Course Subdivision Eighth Filing Replat A, located in Section 26, Township 6 North, Range 68 West of the 6th P.M., Town of Windsor. County of Larimer, State of Colorado and more particularly described as follows:

Considering the South line of said Eighth Filing Replat A as bearing South 89° 45' 26" West and with all bearings contained herein relative thereto:

BEGINNING at the Southeast Comer of Lot 5, Highland Meadows Golf Course Subdivision Eighth Filing Replat A; thence along the South line of Lot 5, South 89° 45' 26" West, 228.32 feet; thence, North 00° 14' 34" West, 156.63 feet; thence along a curve concave to the southwest, having a central angle of 42° 59' 15" with a radius of 145.00 feet, an arc length of 108.79 feet and the chord of which hears North 21° 44' 12" West, 106.26 feet; thence, North 00° 14' 34" West, 377.07 feet; thence, North 40° 05' 36" East, 27.31 feet to the North line of Tract C, Highland Meadows Golf Course Subdivision Eighth Filing Replat A; thence along said North line and along a non-tangent curve concave to the northeast, having a central angle of 63° 59' 50" with a radius of 75.00 feet, an arc length of 83.77 feet and the chord of which bears South 66° 33' 42" East, 79.48 feet; thence, North 81 ° 26' 23" East, 154.75 feet; thence along a curve concave to the north, having a central angle of 63° 59' 50" with a radius of 75.00 feet, an arc length of 6. 71 feet and the chord of which bears North 78° 52' 30" East, 6. 71 feet to the East line of said Replat A; thence along said East line, South 00° 11' 48" West, 9.85 feet; thence, South 82° 41' 16" East, 22.19 feet; thence, South 00° 11' 46" West, 632.37 feet to the Point of Beginning, containing 161,891 square feet, more or less.

TOTAL REZONED AREA is 161,891 square feet, more or less (±).

containing 3.716 acres more or less, hereby request a change in zoning from RMU to GC and do hereby pay the required fee.

Date	Owner's Signature	Mailing Address
4/16/15	Jon Turner	8020 S. CTY RD 5 Suite 200
		WINDSOR, CO 80550

Highland Meadows Golf Course Subdivision Eighth Filing Replat A Rezone
Justification Narrative

Colorado 80 Holdings LLC is proposing to rezone 3.71 acres also known as Parcel 1 on the Rezoning Map. The property for the intended rezoning is currently classified as RMU-Residential Mixed Use. The applicant is proposing to rezone the property to GC – General Commercial.

The intent is to develop a 51,790 sf. one-story indoor basketball facility with 6 full size indoor basketball courts. The proposed site is on Lots 4 and 5 of the Highland Meadows Golf Course Eighth Filing Replat A.

The purpose of the rezone is to clean up the zoning line that was established with the initial subdivision of the property. In addition, the GC district allows for the proposed building height, which is 36'-8" tall. If the property remained in the RMU district, the applicant would need to request a waiver to the building height.

M E M O R A N D U M

Date: August 24, 2015
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
Scott Ballstadt, AICP, Director of Planning
From: Josh Olhava, Associate Planner
Subject: Site Plan Presentation – Windsor Commons Subdivision 2nd Filing, Lot 3 – Windsor Commons Self Storage – Garry Wilkening, Wilkening Storage LLC., applicant
Location: 1101 Automation Drive
Item #: C.4

Background:

The applicant, Mr. Garry Wilkening is proposing to expand his existing self-storage business within the Windsor Commons Subdivision. The site is located directly north and east of his existing facility, east of and adjacent to Automation Drive, and directly north of the Windmill Child Enrichment Center.

Site characteristics include:

- 7 total buildings ranging from 2,700 to 29,000 square feet each;
- an office building;
- a workshop;
- 4 off street parking spaces, including accessible parking space(s); and
- approximately 23% landscaped areas.

The current presentation is intended for the Town Board's information. Should the Town Board have any comments or concerns pertaining to this project, please refer such comments to staff during the presentation so that they may be addressed during staff's review of the project. The site plan will be reviewed and approved administratively by staff, however, if the project review process reveals issues that cannot be resolved between the applicant and staff, the site plan will be brought back to the Planning Commission and Town Board for review.

Conformance with Comprehensive Plan: The application is consistent with the following Commercial goals and policies of the Comprehensive Plan:

Goals:

1. *All commercial and industrial development should provide a safe, aesthetically-appealing and healthy environment which does not have adverse impacts on surrounding areas.*
3. *Windsor should continue to encourage and promote commercial and industrial development, redevelopment and expansions in order to strengthen its tax base, increase revenue sources, and provide high-quality employment opportunities for its residents.*

Policies:

6. *All commercial and industrial site plans should provide landscaping plans for the exterior portions of the buildings, walkways, parking lots, and street frontages; develop specific landscaping regulations and requirements to implement this policy.*

Conformance with Vision 2025: The proposed application is consistent with various elements of the Vision 2025 document, particularly the chapter on Economic Vitality.

Notification: The Municipal Code does not require notification as this item is for presentation purposes

Recommendation: No recommendation as this item is for presentation purposes.

Enclosures: application materials
staff PowerPoint

pc: Garry Wilkening, Wilkening Storage LLC., applicant

TOWN OF WINDSOR PLANNING DEPARTMENT
301 Walnut Street, Windsor, CO 80550
Phone: 970-674-2415; Fax: 970-674-2456

For office use only:
Project ID No.

LAND USE APPLICATION FORM

Land use applications shall include all items listed in the application submittal checklist and the Town of Windsor Municipal Code (Code). The Town of Windsor Planning Department reserves the right to refuse to accept incomplete submittals. Please see the Code for submittal requirements.

APPLICATION TYPE:

- [ ] ANNEXATION
- [ ] MASTER PLAN
- [ ] REZONING
- [ ] MINOR SUBDIVISION
- [ ] LOT LINE ADJUSTMENT
- [ ] MAJOR SUBDIVISION
- [ ] SITE PLAN
- [ ] ADMINISTRATIVE SITE PLAN
- [x] SITE PLAN - Qualified Commercial or Industrial (Fast Track)

STATUS:
(for MAJOR SUBDIVISIONS and SITE PLANS only)

- [ ] Preliminary
- [x] Final

PROJECT NAME*: WINDSOR COMMONS SELF STORAGE EXPANSION

LEGAL DESCRIPTION*: LOT 3, WINDSOR COMMONS SUBDIVISION, SECOND FILING

PROPERTY ADDRESS (if available): _____

PROPERTY OWNER (APPLICANT):

Owner's Name(s)*: WILKENING STORAGE LLC
Company: WILKENING STORAGE LLC
Address*: 11535 W. HAMPDEN AVE., LAKEWOOD, CO 80227
Primary Phone #*: 720-244-1617 Secondary Phone #: _____
Fax #*: 303-948-9955 E-Mail*: zrouttklr@msn.com

OWNER'S AUTHORIZED REPRESENTATIVE:

Representative's Name: GARRY WILKENING
Company: WILKENING STORAGE LLC
Address: 11535 W. HAMPDEN AVE., LAKEWOOD, CO 80227
Primary Phone #: 720-244-1617 Secondary Phone #: _____
Fax #: 303-948-9955 E-Mail: zrouttklr@msn.com

All correspondence will only be sent to the owner's authorized representative. It is the sole responsibility of the representative to distribute correspondence to the owner and other applicable parties, i.e. engineers, architects, surveyors, attorneys, consultants, etc.

I hereby depose and state under the penalties of perjury that all statements, proposals, and/or plans submitted with or contained within the application are true and correct to the best of my knowledge.

Garry A Wilk — 5-20-2015

Signature: Owner or Owner's Authorized Representative** Date

**Proof of owner's authorization is required with submittal if signed by Owner's Authorized Representative.

GARRY A. WILKENING

Print Name(s)

*Required fields

Town of Windsor, Colorado
Planning Department
Qualified Commercial and Industrial Site Plan

Windsor Commons Self Storage Expansion
Lot 3, Windsor Commons Subdivision, Second Filing
Wilkening Storage LLC

Wilkening Storage LLC currently owns and operates Windsor Commons Self Storage located at 1172 Automation Drive. In the fall of 2013, Wilkening Storage LLC purchased Lot 3, Windsor Commons Subdivision, Second Filing ("Lot 3") after the Town of Windsor approved rezoning of Lot 3 from General Commercial (GC) to Limited Industrial (IL) with the specific stipulation that Lot 3 be used for self-storage. Wilkening Storage LLC proposes the construction of an expansion of its existing self-storage facility, Windsor Commons Self Storage, onto Lot 3.

Lot 3 contains 3.799 acres, 165,482 sq. ft., adjacent to the Windmill Child Enrichment Center on the South, Moltz Construction and vacant land on the East and Southeast, and vacant land to the North and Northwest. Automation Drive borders the property on the West side. Windsor Commons Self Storage is directly across Automation Drive from Lot 3.

The expansion project in its completed form will contain 69,800 sq. ft. of single-story building coverage, of which 61,905 sq. ft. will be rentable along with 1,170 sq. ft. of office/retail space and a 750 sq. ft. company workshop as detailed in the following schedule.

Building #	Dimension	Gross Sq. Ft	Rentable Sq. Ft.	Approx. Bldg. Ht.
I	30' x 260'	7,800	7,800	14' 8"
J	100' x 290'	29,000	24,150	13' 10"
K	30' x 270'	8,100	8,100	10' 11"
L	60' x 150'	9,000	7,875	12' 2"
M	30' x 216'	6,480	6,480	14' 8"
N	25' x 110'	2,750	2,750	13' 10"
O	25' x 190'	4,750	4,750	13' 10"
Office	30' x 39'	1,170	0	19' 9"
Workshop	25' x 30'	750	0	10' 11"
Total		69,800	61,905	

The fully completed project will contain 386 storage units. The project is anticipated to be constructed in phases, or in full depending on projected costs and financing availability. The

completed project will consist of seven buildings of various sizes, five of which with a North/South orientation for effective snow/ice removal. Two buildings will create a fortress on the North side with South-facing doors. There will be no self-storage doors located on the South ends of the buildings facing the daycare. The South-facing ends of the storage buildings and the North sides of the North fortress buildings will have a masonry/rock and stucco finish. The north ends of the three interior buildings will have a steel siding finish. The back of the East building will be finished with steel siding. The western perimeter building will not have self-storage doors facing Automation Drive and will also be finished with masonry/rock and stucco. All of the driveways will be paved with concrete or asphalt. The perimeter of the property will be landscaped and areas without outside building walls will be surrounded by a six (6) foot decorative fence for security. A storm water detention basin will be situated along the southern property line in accordance with the August 27, 2001 Final Drainage Report for the subdivision. This detention basin will be landscaped to provide additional screening of the facility from the adjacent childcare center property and northbound traffic on Automation Drive.

As noted above the project is anticipated to be completed in either one or two phases as cost and financing conditions warrant. Phase 1 will consist of the construction of all perimeter landscaping and fencing; the construction of the western and northern perimeter drive-up storage buildings (Buildings I, N and O); and construction of Building J, an interior-lot building. Buildings I, N and O will contain drive-up units and building J will contain a combination of drive-up units and inside, temperature-controlled storage. A 750 sq. ft. workshop building will be incorporated into the northern end of Building J. A 1,170 sq. ft. office/retail building, which will expand our retail presence, will be incorporated onto the southern end of Building I facing South along Automation Drive, with adjacent customer parking.

Phase 2 of the project will consist of three self-storage buildings (Buildings K, L and M). Buildings K and M will contain drive-up units and Building L will contain a combination of drive-up units and inside storage.

The expansion project is envisioned to complement the existing Windsor Commons Self Storage facility in cosmetic look and feel and have similar and expanded security features. The expanded operation will be managed by the current full-time resident manager and part-time assistant manager, but since it will be approximately 1.5 times larger when completed than the existing facility, we anticipate one or two additional operations employees will be needed. We also anticipate approximately 37 vehicles per day in traffic associated with the expansion.

SITE PLAN PRESENTATION
WINDSOR COMMONS SUBDIVISION 2ND FILING
(WINDSOR COMMONS SELF-STORAGE)

Josh Olhava, Associate Planner
August 24, 2015

Town Board

Item C.4

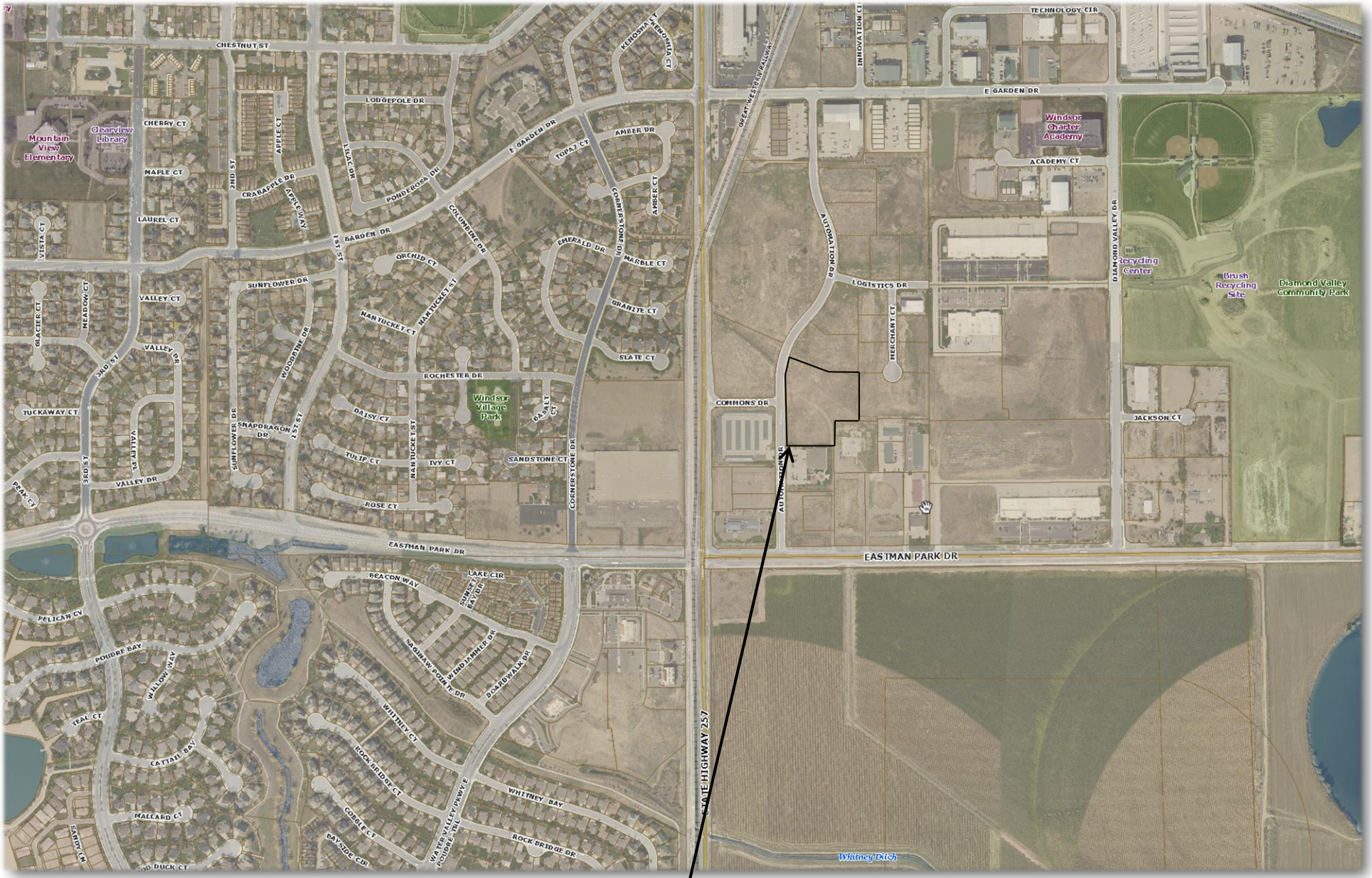
QUALIFIED COMMERCIAL & INDUSTRIAL SITE PLAN

Article IX of Chapter 17 of the Municipal Code outlines the purposes of the Qualified Commercial & Industrial Site Plan process such that:

Sec. 17-9-10. Intent and Purpose

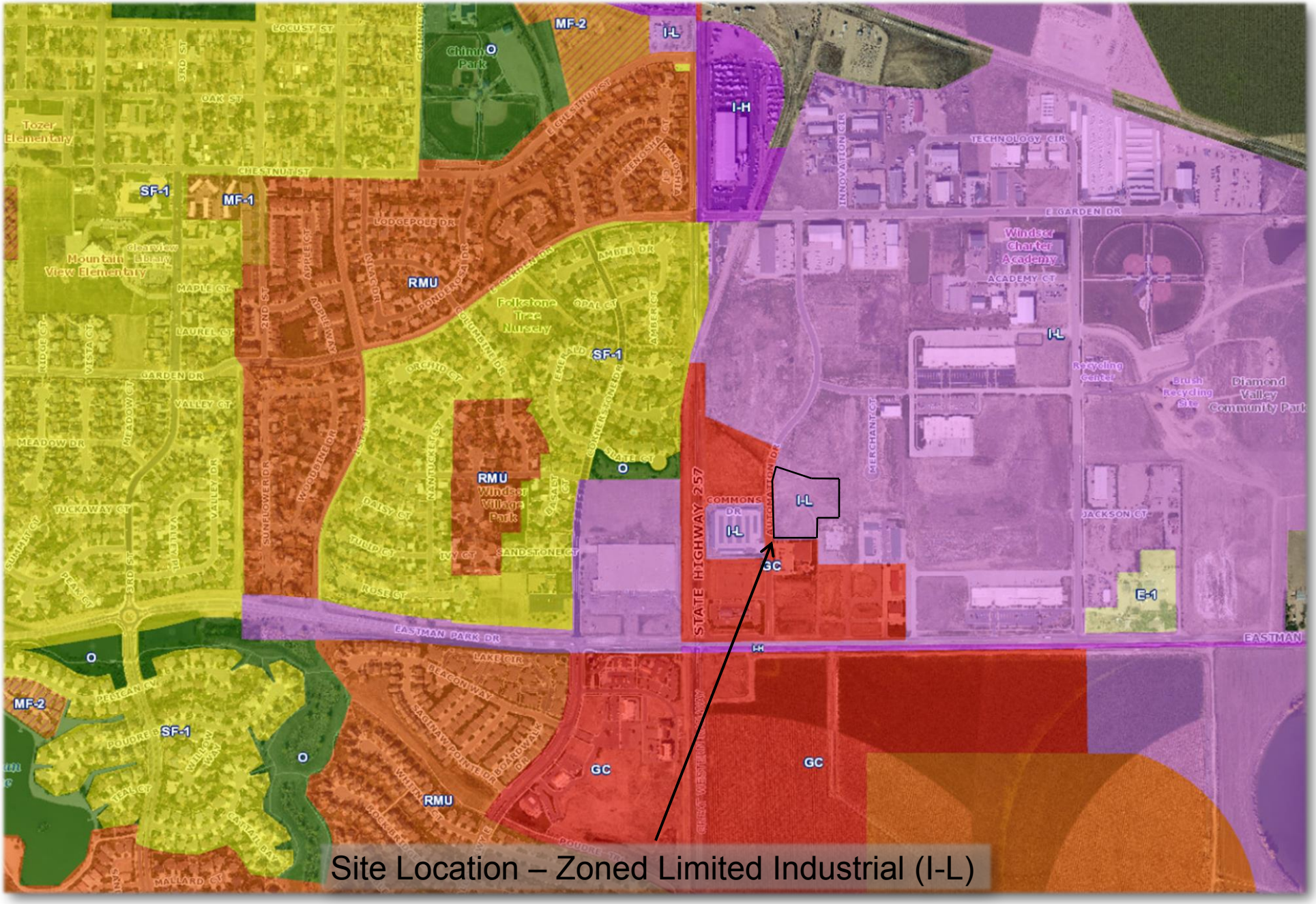
"Commercial and industrial site plans proposed to be developed on lots that have either previously been subdivided or are presently being subdivided as part of a minor subdivision shall qualify for administrative site plan review in accordance with the requirements of this Section."

SITE VICINITY MAP



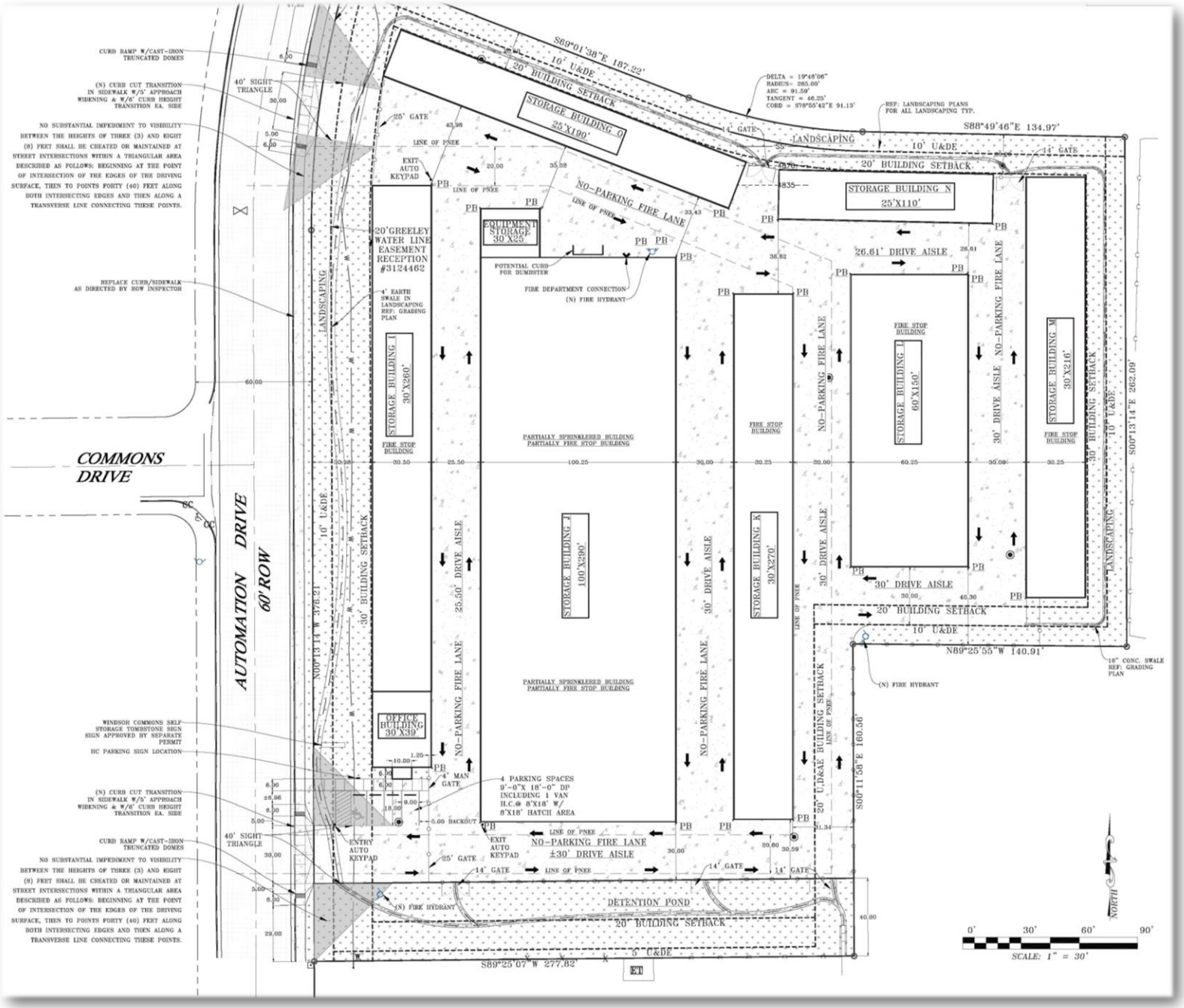
Site Location

SITE PROXIMITY ZONING MAP



Site Location – Zoned Limited Industrial (I-L)

SITE PLAN


COMMONS DRIVE
AUTOMATION DRIVE
60' ROW
STORAGE BUILDING O
25'X190'
STORAGE BUILDING N
25'X110'
STORAGE BUILDING I
30'X260'
STORAGE BUILDING J
100'X290'
STORAGE BUILDING K
30'X270'
STORAGE BUILDING L
60'X150'
STORAGE BUILDING M
30'X216'
OFFICE BUILDING
30'X39'
EQUIPMENT STORAGE
30'X25'
20'GREELEY WATER LINE EASEMENT RECEPTION #3124462
NO-PARKING FIRE LANE
NO-PARKING FIRE LANE
±30' DRIVE AISLE
30' DRIVE AISLE
26.61' DRIVE AISLE
25.50' DRIVE AISLE
20' BUILDING SETBACK
30' BUILDING SETBACK
10' U&DE
LANDSCAPING
DETENTION POND
PARTIALLY SPRINKLERED BUILDING
PARTIALLY FIRE STOP BUILDING
FIRE STOP BUILDING
S89°01'38"E 187.22'
S88°49'46"E 134.97'
S00°13'14"E 262.09'
N89°25'55"W 140.91'
S00°11'56"E 160.56'
S89°25'07"W 277.82'
N00°13'14"W 378.21'
4 PARKING SPACES
9'-0"X 18'-0" DP
INCLUDING 1 VAN
H.C.@ 8'X18' W/
8'X18' HATCH AREA
(N) FIRE HYDRANT
SCALE: 1" = 30'
NORTH

LANDSCAPE PLAN

PLANTING LEDGEND

DECIDUOUS SHADE TREES

SYMBOL	LABEL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	MATURE SPREAD	MATURE HEIGHT
	ABM	4	ACER X FREEMANNII	AUTUMN BLAZE MAPLE	2" CALIPER	35'-40'	45'-50'
	HGML	6	TILIA MONGOLICA	HARVEST GOLD MONGOLIAN LINDEN	2" CALIPER	20'-30'	30'-40'
	KC	7	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE (MALE)	2" CALIPER	30'-40'	40'-50'
	RO	2	QUERCUS RUBRA	RED OAK	2" CALIPER	40'-60'	30'-60'
	TOTAL:	19					

EVERGREEN TREES

SYMBOL	LABEL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	MATURE SPREAD	MATURE HEIGHT
	BBE	7	PICEA PUNGENS 'BABY BLUE EYES'	BABY BLUE EYES COLORADO SPRUCE	6' HEIGHT	8'-12'	15'-20'
	CBS	1	PICEA PUNGENS	COLORADO BLUE SPRUCE	6' HEIGHT	25'-30'	30'-40'
	TOTAL:	8					

ORNAMENTAL TREES

SYMBOL	LABEL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	MATURE SPREAD	MATURE HEIGHT
	APF	7	MALUS 'ADAMS'	ADAMS' PINK FLOWERING CRABAPPLE	1.5" CALIPER	15'-20'	15'-25'
	TOTAL:	7					

GRAND TOTAL TREES: 34

SHRUBS

SYMBOL	LABEL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	MATURE SPREAD	MATURE HEIGHT
	AFRD	12	CORNUS SERICA 'FERROW'	ARTIC FIRE REDTWIG DOGWOOD	5 GALLON	3'-4'	3'-4'
	PDL	30	SYRINGA VULGARIS 'PRAIRIE PETITE'	PRAIRIE PETITE DWARF LILAC	5 GALLON	3'-4'	3'-4'
	CBB	34	BERBERIS THUNBERGII	CHERRY BOMB BARBERRY	5 GALLON	3'-4'	3'-4'
	GNB	35	BERBERIS THUNBERGII	GOLDEN NUGGET BARBERRY	5 GALLON	2'-3'	2'-3'
	PC	6	COTONEASTER LUCIDUS	PEKING COTONEASTER	5 GALLON	4'-6'	6'-8'
	BB	10	EUONYMUS ALATUS	BURNING BUSH	5 GALLON	4'-5'	4'-6'
	HDAP	4	PINUS NIGRA	HELGA DWARF AUSTRIAN PINE	5 GALLON	4'-6'	4'-6'
	SF	2	FORSYTHIA OVATA	SUNRISE FORSYTHIA	5 GALLON	4'-5'	4'-5'
	FROS	5	HIBISCUS SYRIACUS	FIJI ROSE OF SHARON	5 GALLON	4'-7'	5'-8'
	DBNS	3	PICEA MARIANA	DWARF BLACK NEST SPRUCE	5 GALLON	4'-6'	4'-6'
	TTC	5	COTONEASTER ADPRESSUS	TOM THUMB COTONEASTER	5 GALLON	2'-4'	1'-2'
	LBB	10	GENISTA LYDIA	LYDIA BANGLE BROOM	5 GALLON	18"-24"	12"-24"
	BCB	7	BERBERIS THUNBERGII	BURGUNDY CAROUSEL BARBERRY	5 GALLON	2'-3'	2'-3'
	GCF	4	FORSYTHIA MELEE D'OR 'COURTANEUR'	GOLD CLUSTER FORSYTHIA	5 GALLON	3'	3'

GRAND TOTAL SHRUBS: 167

PERENNIALS & ORNAMENTAL GRASSES

SYMBOL	LABEL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	MATURE SPREAD	MATURE HEIGHT
	BSS	10	SEDUM REFLEXUM	BLUE SPRUCE SEDUM	1 GALLON	18"-24"	2"-6"
	LSRS	19	PEROVSKIA ATRIPLICIFOLIA	LITTLE SPIRE RUSSIAN SAGE	1 GALLON	20"-25"	20"-25"
	BBF	46	FESTUCA GLAUCA	BOULDER BLUE FESCUE	1 GALLON	6"-8"	6"-8"
	RBBG	40	IMPERATA CYLINDRICA	RED BARON BLOOD GRASS	1 GALLON	1'-2'	1'-2'
	OFRG	14	CALAMAGROSTIS X ACUTIFLORA	OVERDAM FEATHER REED GRASS	1 GALLON	2'	3'-4'

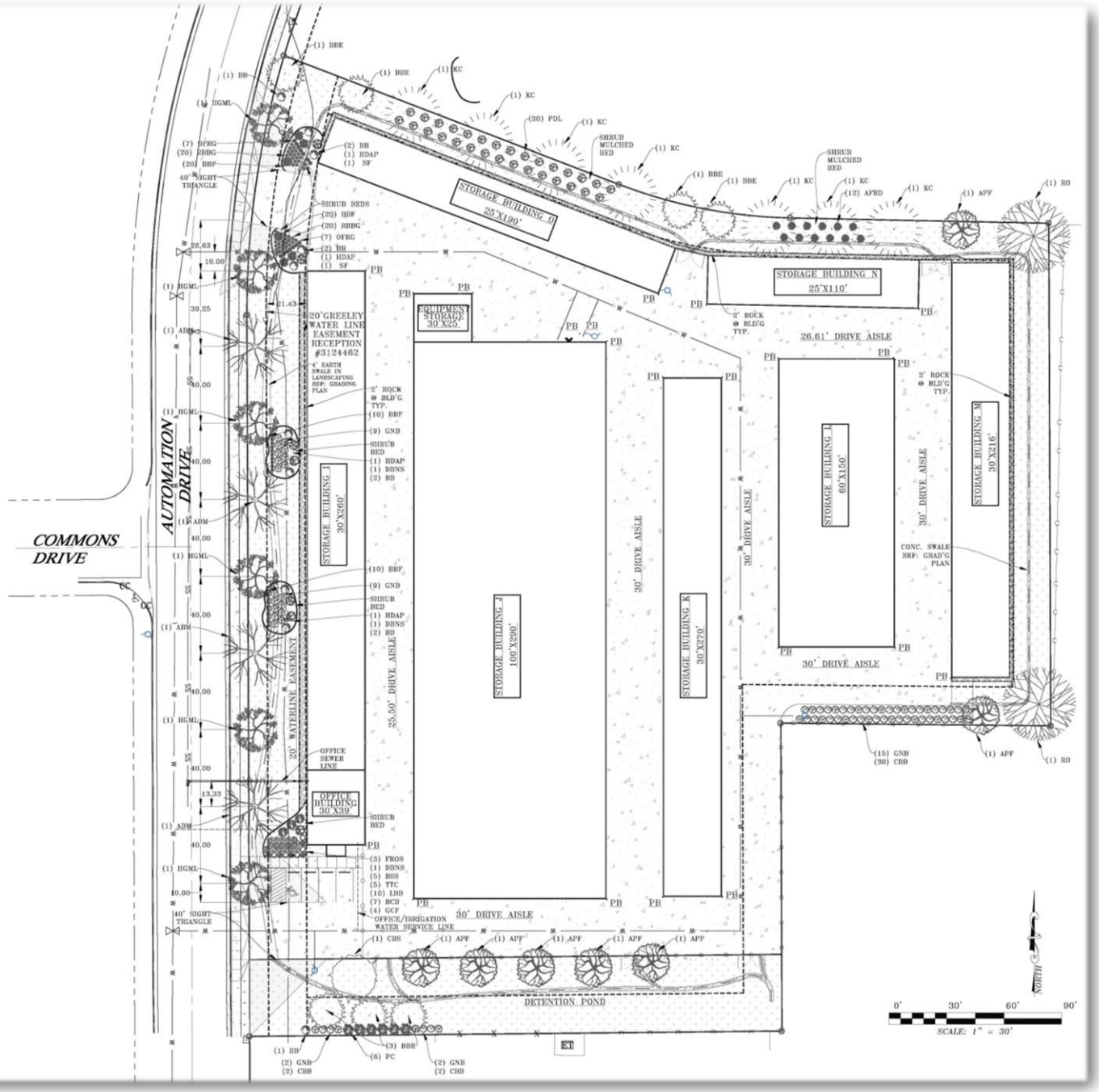
GRAND TOTAL PERENNIALS & ORNAMENTAL GRASSES: 129

LANDSCAPE CALCULATIONS

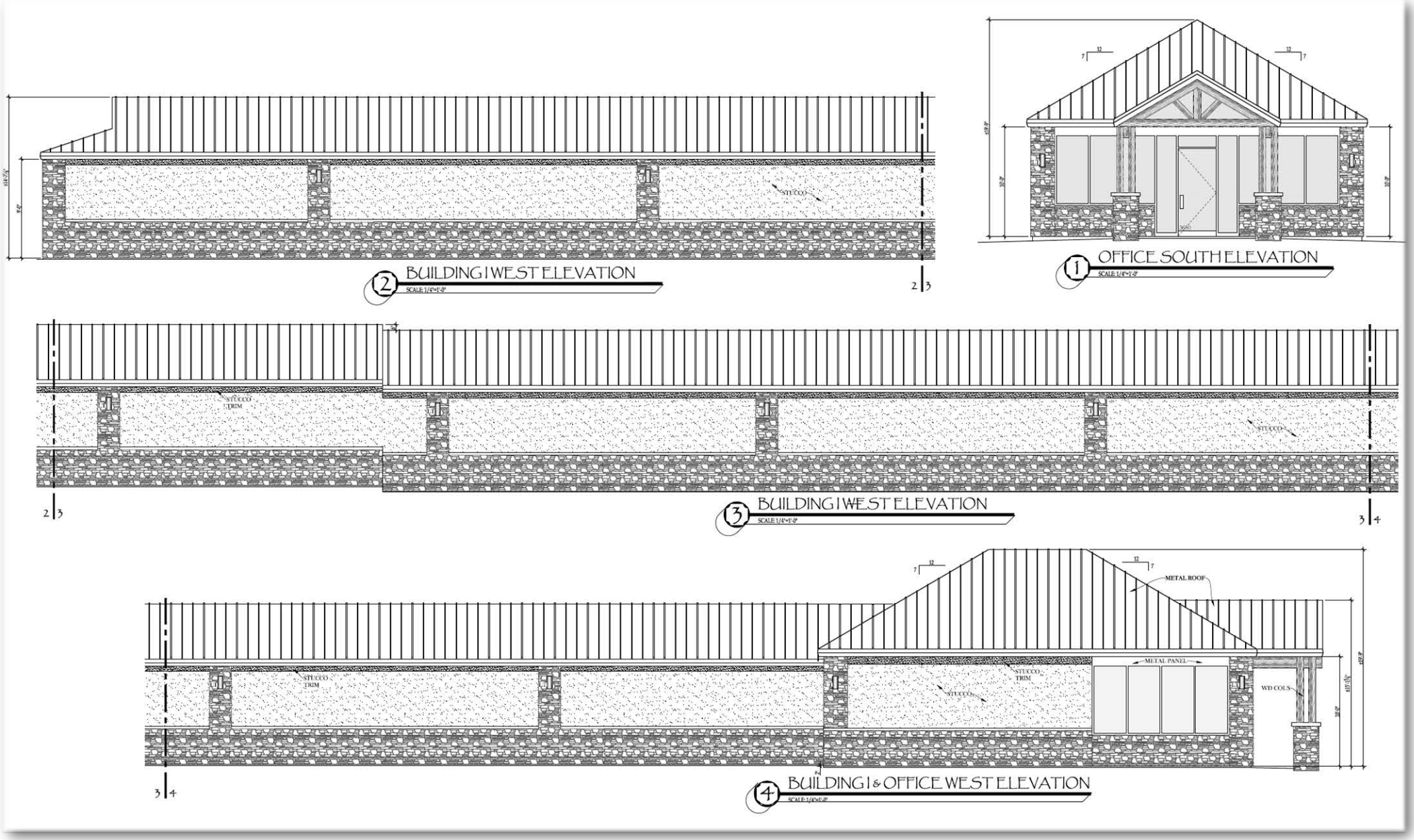
LOT TOTAL SQUARE FOOTAGE: 167,598

TOTAL TREES REQUIRED = 15%*(165,482 SQ FT)/ 750 SQ FT = 33.1 TREES < 34 PROVIDED OK

TOTAL SHRUBS REQUIRED REQUIRED =
(15%*(165,482 SQ FT)/ 750 SQ FT)*5 = 165.5 SHRUBS < 167 PROVIDED OK

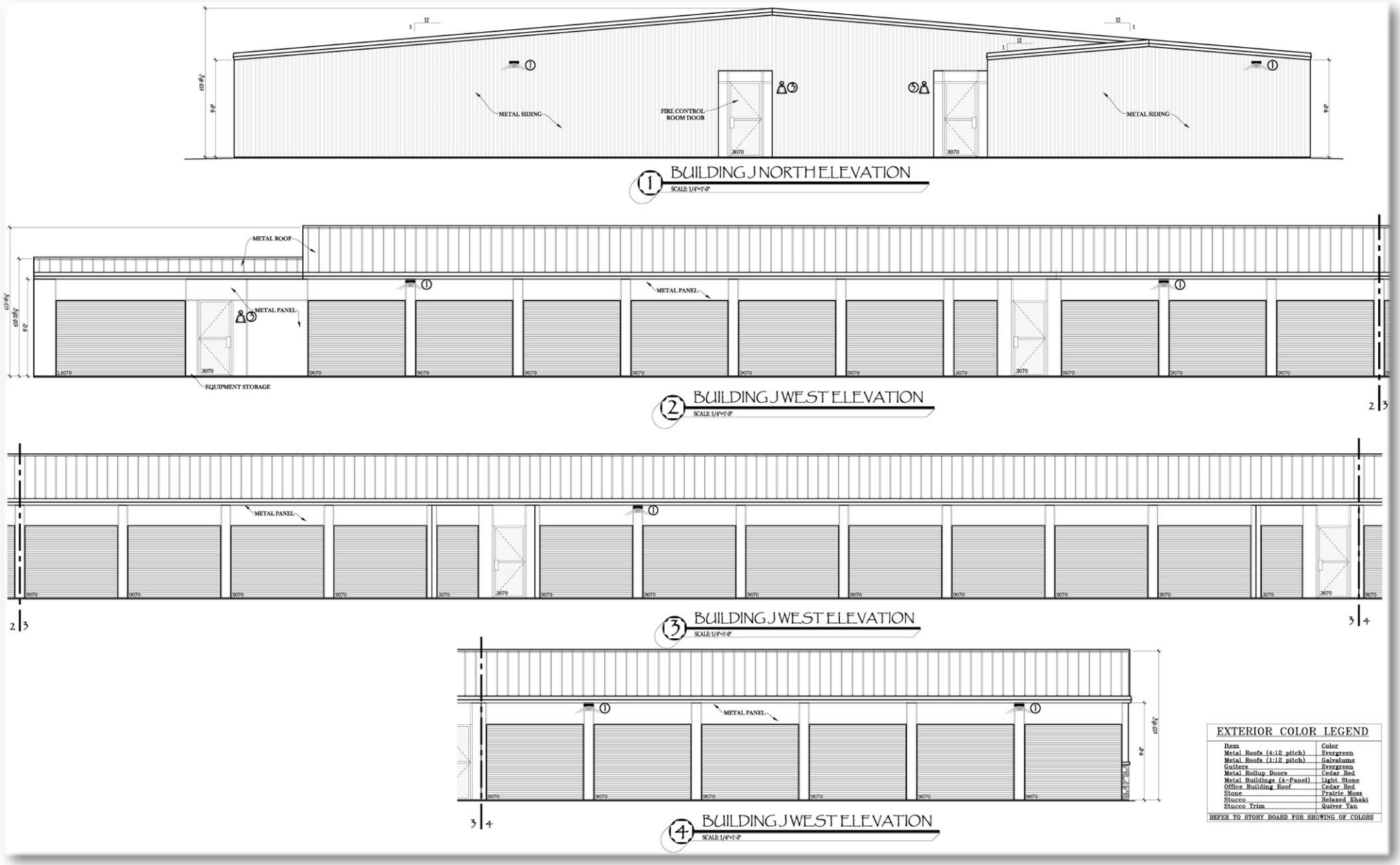


ELEVATION EXAMPLE (1 OF 2)



Exterior facing facades

ELEVATION EXAMPLE (2 OF 2)



Interior facing facades

M E M O R A N D U M

Date: August 24, 2015
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Patti Garcia, Town Clerk/Assistant to Town Manager
Re: Administrative Grant Submittal – Library Scope of Work & Feasibility
Item #: C.5.

Background / Discussion:
In order to continue moving forward with identifying locations for the relocation of the library, staff has prepared the attached Letter of Proposal and Scope of Work which, once finalized, will be submitted to the Department of Local Affairs as a request for a $25,000 Administrative Planning Grant.

The grant funds must be matched and in discussions with DOLA regarding this effort it was recommended that having partners would strengthen the application. Pursuant to that information, staff will be recommending an equal participation from the DDA, Town, and Library in the matching of funds. Staff anticipates the project including more than library relocation; as noted in the attached Scope of Work, it requests the selected firm identify other community uses and services (senior center, cultural center, etc.) for inclusion in the project. There are items identified in the letter and scope which are still under discussion; those items are listed in red.

If the partnerships come together as recommended, there will be about a 60-day window before the project would start. Once an award letter is received from DOLA, the DDA and the Town of Windsor will send out a request for proposal with bids due within 30 days. The selection of a firm to conduct the study will coincide closely with the signing of the contract by DOLA so the project can begin as soon as funding is secured.

At their August 19, 2015 DDA meeting, the board voted to support the letter of application to DOLA contingent upon Town and Library participation. The Library Board will be meeting on Thursday, August 27, 2015 and will be considering the same request.

Estimated costs for the matching grant are as follows:

- DDA + one partner - $12,500 each
- DDA + two partners - $8,333 each

Relationship to Strategic Plan:
Vision 4. Windsor enjoys a friendly community with a vibrant downtown, housing opportunities, choices for leisure, cultural activities, recreation and mobility for all.

Recommendation:
Motion to recommend support of the letter of application to DOLA contingent upon Windsor Downtown Development Authority and Clearview Library District participation.

Attachments:
Letter of Proposal
Scope of Work

August 19, 2015

Mr. Don Sandoval
Department of Local Affairs
150 E. 29th St., Ste. 215
Loveland, CO 80538
don.sandoval@state.co.us

Mr. Sandoval:

The Windsor Downtown Development Authority (DDA), in partnership with the Town of Windsor (Town) and the Clearview Library District (Library), is requesting an Administrative Grant of $25,000 for the completion of a Scope of Work and Feasibility for the relocation of the Windsor/Severance Library to the DDA area. The current library was built in 1997 with 13,000 square feet and expanded in 2009 to 17,000 square feet. The parking lot has space for 47 cars, three of which are designated as handicapped parking. Visitors to the library have increased over the years; in 2008 the door count was 135,135 with an increase in 2012 of 215,101 which is an increase of 59.17%. It is not possible to expand the current facility without reducing the number of parking spaces and requiring patrons to park on neighborhood streets.

The Town and the DDA have partnered with the Library to investigate the feasibility of the library moving into downtown Windsor. The library surveyed their patrons in early-2015 and found that the highest number of respondents reported they would be more likely to visit the library if it was in the downtown area. In June, 2015, the DDA and the Library retained Downtown Colorado, Inc. (DCI) for technical assistance to determine interest of both parties for the relocation the library into downtown Windsor. The DDA and Library partnered on the effort and paid equal amounts to DCI for their work. The attached DDA Area Library Study acknowledges the mutual interest to pursue locating the Library in the DDA area.

Through the Feasibility Study, the goal is to investigate four proposed sites for library relocation in downtown Windsor including the identification of other potential community uses and services that could be associated with the project. The DDA identified exploring options for library placement in their 2014-2015 Strategic Action Plan in order to promote and support private and public development and to promote the quality of life in Downtown Windsor.

The attached proposed scope of work includes and is not limited to the following tasks: project narrative based on information from Louisville Public Library, Anythink Library Brighton and Anythink Library Wright Farms; feasibility of the four proposed locations; identification of other community uses and services; and opinion of probable redevelopment costs. The Library is supportive of the DDA's efforts in conducting a Feasibility Study and will continue to be included in the Feasibility Study process.

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The DDA is requesting a matching grant of $25,000 from the Department of Local Affairs for a total of $50,000 to complete the Study. The $25,000 in funding will be shared equally through the partnership of the DDA, Town of Windsor and the Clearview Library District????

Once an award letter is received from DOLA, the DDA and the Town of Windsor will send out a request for proposal with bids due within 30 days. The selection of a firm to conduct the study will coincide closely with the signing of the contract by DOLA so the project can begin as soon as funding is secured.

Thank you for your consideration of our request.

Respectfully,

Bob Winter, Chair
Windsor Downtown Development Authority

Attachments: DDA Area Library Study, June 22-23, 2015 (Downtown Colorado Inc.)
Scope of Work

DRAFT

SCOPE OF PROJECT

SCOPE OF WORK AND FEASIBILITY STUDY
RELOCATION OF CLEARVIEW LIBRARY TO THE WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY AREA

Date TBD

The Downtown Development Authority will request that qualified consultants submit a proposal to complete a scope of work and feasibility study for the relocation of the Clearview Library to the Windsor Downtown Development Authority Area. The study will determine feasibility of the proposed locations, identification of other community uses and services, and estimate of probable redevelopment costs.

Scope of Project:

Task 1: Develop proposed library scope
Tour of at least two libraries referenced in the DDA Area Library Study dated June 22-23, 2015. The task will include a project narrative that describes the design intent with regards to overall building program. The project narrative will include a description of flexibility of the space, furniture, casework, room finishes, ceiling height and lighting requirements for each space within the Library. This task will include a comprehensive numerical program itemizing the number of spaces and square foot requirements for the various spaces described in the project narrative.

Task 2: Feasibility of identified locations
Using the information from Task 1, create conceptual designs for each of the four proposed sites. Each option to include the best parking layout that achieves parking goals, computer generated massing study, diagrammatic building plans and a context plan showing the projects relationship to the neighborhood context.

Task 3: Identification of other community uses and services
Based on the feasibility of the locations, identify other community uses and services (senior center, cultural center, etc.) that could be included in the project. This task will include potential uses and services that would help achieve community-wide goals.

Task 4: Recommendation of one preferred location and one alternate location
Through the evaluation of information obtained in Tasks 1, 2 and 3, the DDA Area Library Study and any and all information reviewed and obtained through this process; provide a recommendation of one preferred location and one alternate location. The recommendation is to include supporting documentation, analysis and/or rationale for the recommendation.

Task 5: Redevelopment cost estimates
Provide cost estimates for the following:

- Estimate of probable redevelopment costs including purchase of property or properties, demolition of structure(s) on site(s) and projected building costs.

DRAFT

Town of WINDSOR Colorado

Volume 4, Issue 7
July 2015

2015 Monthly Financial Report

Special points of interest:

- CRC expansion sales tax collections surpass budget requirement for the sixth consecutive month.
- Single Family Residential (SFR) building permits total 193 through July 2015. This is up from the July 2014 number of 159.
- 50 business licenses were issued in July, of which 33 were sales tax vendors.

TOWN OF WINDSOR 125TH 1890-2015 COLORADO

Inside this issue:

Sales, Use and Property Tax	2
Year-to-Date Sales Tax	4
All Fund Expenditures	5
General Fund Expenditures	6
Capital Project Status	7

Highlights and Comments

* A record high gross sales tax collection for the single month of July at $807,295.
* July 2015 year-to-date gross sales tax increased 3.91% from July 2014. .
* Construction use tax through July is at 58.88% of the annual budget at $1,107,769.

Melissa Chew, Parks Recreation and Culture Director Retires

August 3rd Melissa Chew retired from the Town of Windsor after working in the field of parks and recreation for 35 years. A retirement celebration was held in her honor and was well attended by her constituents and grateful public as well.

Items of Interest

- To see a map of the various projects happening in Windsor go to http://gis.windsorgov.com/CommunityDevelopment/
- Visit us at www.windsorgov.com and look for live streaming of Town Board and Planning Commission meetings.

Sales, Use and Property Tax Update

July 2015

Benchmark =58%	Sales Tax	Construction Use Tax	Property Tax	Combined
Budget 2015	$7,142,651	$1,881,336	$4,200,440	$13,224,427
Actual 2015	$4,944,370	$1,107,769	$4,043,379	$10,095,518
% of Budget	69.22%	58.88%	96.26%	76.34%
Actual Through July 2014	$4,758,318	$880,410	$3,889,349	$9,528,077
Change From Prior Year	3.91%	25.82%	3.96%	5.96%
CRC Expansion Budget 2015	$1,406,250	$282,565		$1,688,815
CRC Expansion Actual 2015	$900,033	$199,258		$1,099,291
CRC Expansion % of Budget	64.00%	70.52%		65.09%

Ideally at the end of the seventh month of the year you want to see 58% collection rate on your annual budget number. We have exceeded that benchmark in all three tax categories.

At this point last year we had collected $3,889,349 in property taxes, or 93.8% of the annual budget. This year through July we have collected 96.26% of the annual budget.

Building Permit Chart

July 2015

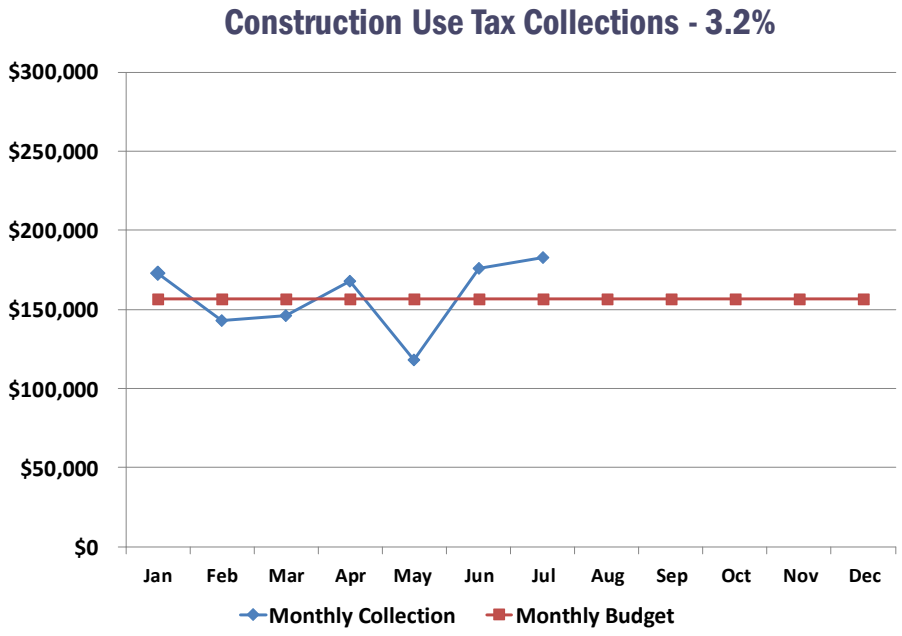
	SFR	Commercial	Industrial	Total
Through July 2015	193	1	2	196
Through July 2014	159	1	2	162
% change from prior year				20.99%
2015 Budget Permit Total				279
% of 2015 Budget				70.25%

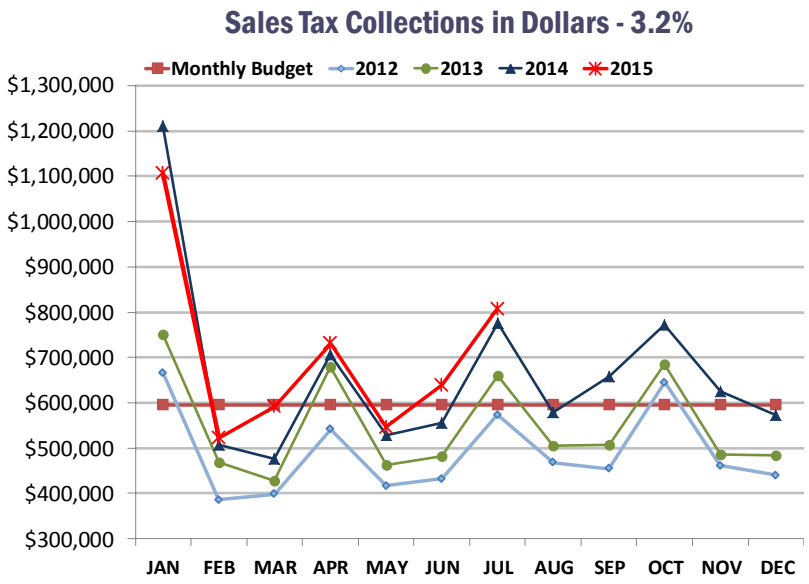
Building Permits and Construction Use Tax

We are showing a 20.99% increase in number of permits as compared to July 2014. We issued 193 SFR permits through July 2015 as compared to 159 through July of 2014.

July 2015 construction use tax is above our required monthly collection for the fourth month out of six in 2015.

The .75% construction use tax for the CRC expansion is at 70.5% of the annual budget, surpassing the half year benchmark of 58%.





Gross sales tax collections for the month of July 2015 were $32,208 or 4.16% higher than July 2014.

July 2015 year to date collections increased 3.91% from July 2014 year to date collections.

CRC Expansion sales tax collection for July 2015 was $189,365. The required monthly collection to meet the budgeted projections is $117,188.

July Highlights

July is a "quarterly collection" month, meaning that the collections are for sales made in June as well as quarterly filers remitting for the second quarter. July collections increased over the 2014 number as well as surpassing the monthly collection target.

Looking Forward

3.2% Collections

The Town budgeted $7.1M in sales tax for 2015, making our average monthly collection requirement $595,221. July collections were above this mark at $807,295, which was the highest July on record. If we keep the pace through the rest of the year we should collect over $8M in this portion of our sales tax.

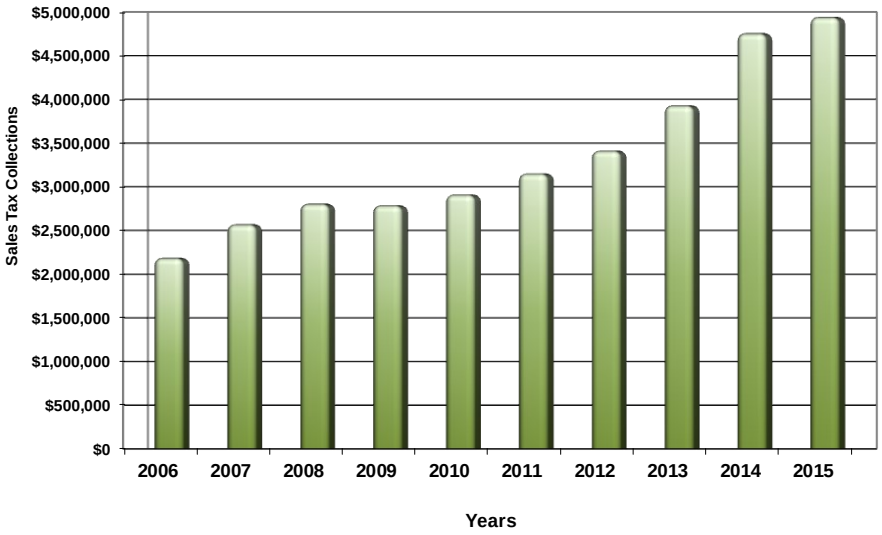
.75% Collections

Collections for July were made on sales in the second quarter and the month of June. This was the sixth month of collections for the new sales tax rate. Our monthly budget requirement is $117,188. We collected $189,365. Our first six months of this collection exceeded our monthly budget projection requirement. This pace should put us ahead of our annual projection of $1,406,256.

Through July we have collected $4.9M in our 3.2% sales tax. The new CRC Expansion tax is an additional $900,003. In comparison, $4.9M was the entire year of collections in 2009.

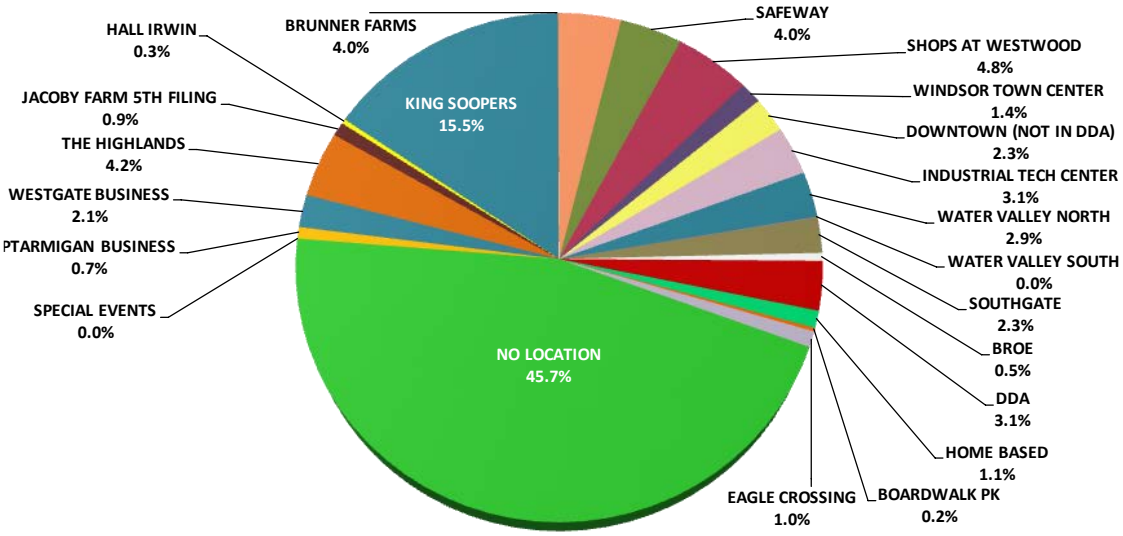
Year-to-Date Sales Tax Collections -3.2%

Through July 2006-2015



Sales Tax Revenue by GEO Code

JULY 2015



The King Soopers Center remains the largest local driving force in sales tax collections.

Year-to-Date Sales Tax

Our sales tax base has not changed a great deal over the past decade, with groceries and utilities leading our industry sectors in sales tax collection. Some of this increase can be attributed to an overall increase in prices and cost of living, estimated at 2.8% for the first half of 2015 in the Denver/Boulder/Greeley area.

- Restaurants, groceries, general merchandise, liquor, utilities and entertainment all increased collections over July 2015.
- We had 9 sales tax license closures in July 2015.

All Funds Expense Chart

July 2015

Benchmark = 58%

Operations expenditures are at 52% of the annual budget.

Purchase of replacement vehicles in the Fleet Fund drove the internal service funds mark slightly above the 58% benchmark.

Economic reimbursements for two local businesses caused the "other entities" fund to exceed the 58%

General Government	Current Month	YTD Actual	2015 Budget	% of Budget
General Fund	$1,590,041	$8,371,503	$14,023,349	60%
Special Revenue	$77,239	$334,637	$3,059,443	11%
Internal Service	$406,663	$1,905,680	$2,864,572	67%
Other Entities (WBA, Ec Dev Inc)	$12,090	$144,757	$145,080	100%
Sub Total Gen Govt Operations	$2,086,033	$10,756,577	$20,092,444	54%
Enterprise Funds				
Water-Operations	$272,125	$1,650,858	$3,900,156	42%
Sewer-Operations	$129,973	$1,072,452	$1,725,992	62%
Drainage-Operations	$38,344	$225,984	$436,551	52%
Sub Total Enterprise Operations	$440,442	$2,949,294	$6,062,699	49%
Operations Total	**$2,526,475**	**$13,705,871**	**$26,155,143**	**52%**

plus transfers to CIF and Non-Potable for loan

Through July, operating and capital expenditures combined to equal 35% of the 2015 Budget.

General Govt Capital	Current Month	YTD Actual	2015 Budget	% of Budget
Capital Improvement Fund	$124,260	$1,900,864	$8,250,711	23%
CRC Expansion Fund	$154,436	$970,217	$9,485,594	10%
Enterprise Fund Capital				
Water	$76,574	$1,042,151	$4,129,854	25%
Sewer	$14,619	$410,292	$1,029,630	40%
Drainage	$118,464	$448,304	$3,868,144	12%
Sub Total Enterprise Capital	$209,657	$1,900,747	$9,027,628	21%
Capital Total	**$488,353**	**$4,771,828**	**$26,763,933**	**18%**
Total Budget	**$3,014,828**	**$18,477,699**	**$52,919,076**	**35%**

All Funds Expenditures

The Town is where it should be at this time of year regarding expenditures. The operations spending is slightly ahead of the benchmark as our summer programs are in full swing. Work on CIP projects is also going strong and payment requests will start to increase in the coming months.

Construction on the CRC Expansion has begun and will increase the pace of capital spending.

General Fund Expense Chart

	Department	Current Month	YTD Actual	2015 Budget	% of Budget
410	Town Clerk/Customer Service	$63,756	$360,296	$639,239	56.4%
411	Mayor & Board	$43,543	$328,547	$566,827	58.0%
412	Municipal Court	$1,495	$9,349	$19,623	47.6%
413	Town Manager	$42,981	$248,751	$411,099	60.5%
415	Finance	$74,404	$414,249	$625,213	66.3%
416	Human Resources	$30,934	$193,186	$401,269	48.1%
418	Legal Services	$41,714	$211,353	$339,035	62.3%
419	Planning & Zoning	$71,138	$365,714	$701,911	52.1%
420	Economic Development	$32,859	$269,996	$408,075	66.2%
421	Police	$324,707	$1,944,977	$3,122,689	62.3%
428	Recycling	$5,323	$20,462	$49,970	40.9%
429	Streets	$196,767	$716,435	$1,201,242	59.6%
430	Public Works	$29,649	$232,604	$520,968	44.6%
431	Engineering	$90,800	$462,579	$743,073	62.3%
432	Cemetery	$9,030	$59,178	$128,885	45.9%
433	Community Events	$26,994	$102,825	$214,698	47.9%
450	Forestry	$35,777	$183,131	$322,947	56.7%
451	Recreation Programs	$204,558	$1,031,836	$1,622,163	63.6%
452	Pool/Aquatics	$77,609	$137,863	$189,558	72.7%
454	Parks	$139,993	$780,557	$1,264,939	61.7%
455	Safety/Loss Control	$1,794	$6,428	$16,760	38.4%
456	Art & Heritage	$25,415	$151,109	$270,563	55.8%
457	Town Hall	$18,801	$140,078	$242,603	57.7%
	Total General Fund Operations	**$1,590,041**	**$8,371,503**	**$14,023,349**	**59.7%**

General Fund Expenditures

General Fund operating expenditures are slightly ahead of the 58% of budget benchmark through July.

Most of the parks, recreation and swimming pool expenditures are concentrated in the summer causing those departments to be ahead of the pace.

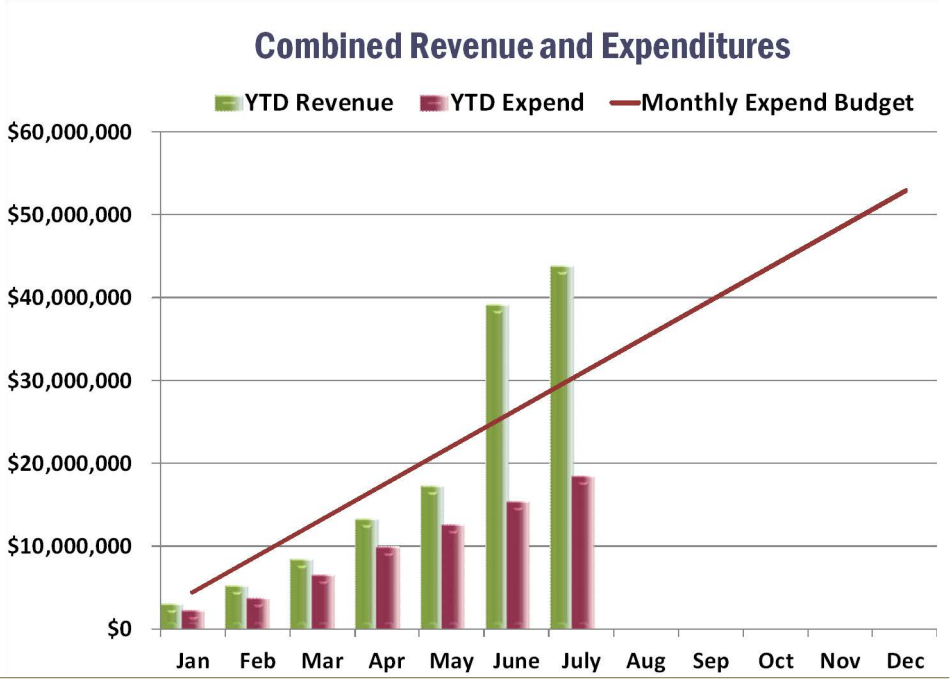
Other departments reflect large one time expenditures paid in the first half of the year.

The pace of operating expenditures should fall back in line after summer activities come to an end.

Revenue and Expenditure

The chart on the right shows monthly revenue compared to monthly expenditure as well as a trend line showing the total 2015 budget expended equally over twelve months.

Our monthly budgeted total expenditures equal $4,409,923. In July we collected $4,656,491 in total revenue. The chart on the right reflects our actual results through July, though somewhat skewered by the bond issue proceeds in June.



TOWN OF WINDSOR 2015 MAJOR CAPITAL PROJECT STATUS

As of AUGUST 1, 2015 *arranged by reporting department*

2015 Projects	2015 Budget	Spent YTD	Dept.	Multi-Yr	Est. Start Process	Actual Start	% Complete	Est. Complete	Actual Complete
PW/Parks Maintenance Facility Design	$330,000	$8,075	T Mng	2014-2017	Aug 1		2%	Dec 31	
GW Railroad Quiet Zone w/grant	$3,158,305	$72,513	Eng DB	2014-2016	Aug 1		45%	Jun 2016	2016
Street Maintenance (overlay, crack seal, chip seal)	$2,100,000	$154,478	Eng CT	2015	Apr 1	Apr 1	65%	Sept 1	
Walnut St / Hwy 257 Turn Lane	$190,000	$25,693	Eng DB	2015	Nov 1		15%	Dec 31	
Eastman Pk/7th St Roundabout Design	$70,000	$17,182	Eng OH	2015-2016	Feb 9	Feb 9	45%	Nov 30	
Windsor Sign I-25	$64,276	$57,448	Eng DW	2015	Jan 15	Mar 15	100%	May 1	Jun 1
WCR21 Bridge Replacement w/grant	2014	$219,795	Eng CT	2013-2015	Feb 2014	Jul 6	98%	Apr 15	
Eaton Ditch Control	$185,000	$116,594	Eng DW	2015	Apr 1	Apr 1	100%	Jun 1	31-May
Poudre River Maintenance	$50,000	$2,520	Eng	2015	Apr	Apr	0%	EOY	
3 M gal. Water Tank w/grant	$407,100	$334,535	Eng DW	2012-2015	Mar 2014	Mar '14	99%	Apr 30	
Water Line Replacement Study	$180,000	$2,180	Eng CT	2015	May 1	21-May	30%	Nov	
Kyger Reservoir Pump Station	$2,514,325	$40,894	Eng OH	2014-2016	Nov 1		30%	Feb 2016	2016
Replace Force Main to Gravity Sewer w/grant	2014	$313,942	Eng CT	2013-2015	Feb 9	Feb	100%	Apr 23	23-Apr
Update Storm Water Study	$100,000	$0	Eng DW	2015			0%		
Law Basin Master Plan Channel - construction w/ PDM Grant - 2012-2015	$2,128,069	$66,086	Eng DR	2012-2015	Sep 1		30%	End Dec	
Law Basin West Tributary Channel - 2013-2015	$1,740,075	$194,242	Eng OH	2013-2016	Sep 1		40%	Mar 2016	2016
Coyote Gulch Park Development	$1,222,000	$23,767	Eng DB	2014-2015	July		55%	Oct 13	
Windsor Trail 257 Road Crossing @ Grasslands	$17,100	$0	Eng KB	2015	mid Jul		20%	mid Aug	
Windsor Lake Rip Rap	$250,000	$0	Eng DR	2015	Nov 1		0%	Dec 31	2018
Chimney Park North Shelter Replacement	$57,310	$0	Eng OH	2015	Sep 15		0%	Nov 30	
Main Park Shelter Replacement (2)	$113,190	$0	Eng OH	2015	Aug 15		0%	Nov 15	
Cemetery sidewalks, gate archway & engineering	$373,414	$746	Eng CT	2015	Jun 1		40%	Oct 1	
Museums -Depot Deck, Railings, Ramp	$45,000	$73	Eng OH	2015	May	May	40%	Aug 12	
Boardwalk Pk-6th St/Cedar landscape, irrigate, design	23,602	$0	Pks/WW	2015	Late Aug		15%	Oct 1	
Poudre Trail Concrete at 3 Bells	$25,000	$0	Pks/MC	2015	Jul		0%	Oct	Unknown
Windsor Trail Windsor West Connection plan	$200,000	$0	Pks/WW	2015	Jun		0%	Dec	Design 2016
Eaton House Master Plan/Structural Assess w/grant	$40,000	$0	Pks/AD	2015	Jun		0%	Dec 1	
Eastman Pk South Master Plan	$25,000	$0	Pks/W/T	2015	Jun		20%	Nov 1	
Parks and Recreation Master Plan	$50,000	$6,850	Pks/W/T	2015	May		20%	Oct 1	
Non-Potable Water- Construction of pipe encasement east of Universal Forest Products	$329,409	$308,387	Pks/Rec	2015	Jan	Jan	100%	Feb 1	Feb 1
Install pump at Covenant Park	$49,000	$2,255	Pks/Rec	2014-2015	2014	2014	30%	Jun 15	
Poudre Plan corrections & TH connection to Main Pk	2014	$410	Pks/Rec	2014-2015	Jan		40%	Sep 1	2017
CRC Expansion	$9,485,594	$970,209	Pks/Rec	2014-2016	Jul 1		40%	Aug 2016	
Sewer Line Rehab	$78,130	$0	P Wks	2015	Apr 1		20%	Aug 30	
Sewer Nutrient Program w/grant	$837,000	$96,440	P Wks	2014-2015	Jul 1		70%	2016	2016
Repl. #3,4,18,29,40,43,45,46,51,104,105,107,115,116, 117,118,120,121,122	$750,500	$712,649	P Wks	2015	Jan 1		95%	Jul 1	
2 New PD Vehicles/equipped	$110,000	$89,794	P Wks	2015	Jan 1		100%	Jul 1	
Color key for funds =	PIF	CTF	CIF	WF	NPWF	SF	SDF	FF	ITF

Our Vision:

WINDSOR'S hometown feel fosters an energetic COMMUNITY SPIRIT AND PRIDE that makes our town a special place in Northern Colorado.

WINDSOR has a STRONG LOCAL ECONOMY with diverse business sectors that provide jobs and services for residents.

WINDSOR promotes QUALITY DEVELOPMENT.

WINDSOR residents enjoy a friendly community with a VIBRANT DOWNTOWN, HOUSING OPPORTUNITIES, CHOICES for LEISURE, CULTURAL ACTIVITIES, RECREATION, and MOBILITY for all.

WINDSOR is a GOOD ENVIRONMENTAL STEWARD.

TOWN OF WINDSOR 125TH 1890-2015 COLORADO

2015 Monthly Financial Report

Town of Windsor
301 Walnut Street
Windsor, CO 80550

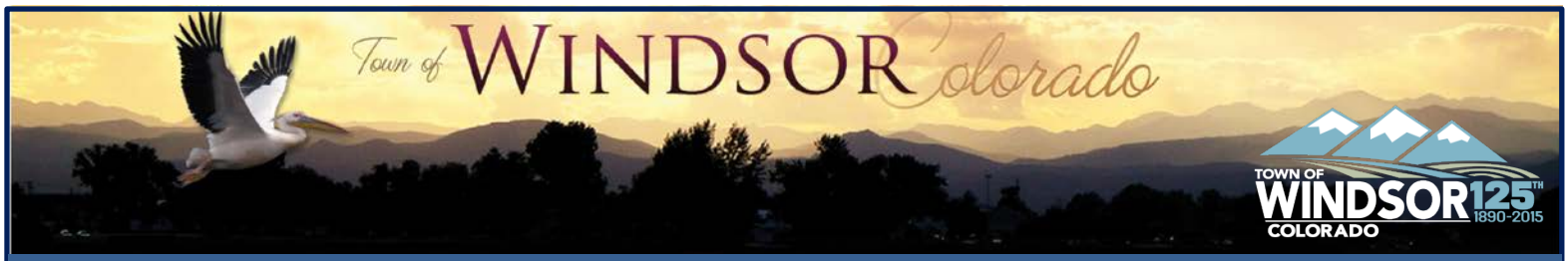
Phone: 970-674-2400
Fax: 970-674-2456

The Town of WINDSOR strengthens community through the fiscally responsible and equitable delivery of services, support of hometown pride, and encourages resident involvement.

The 2015 Budget continues to focus on fiscal responsibility while building a long-term sustainable community through strategic investments and emphasizing the maintenance of existing infrastructure. In order to achieve these goals, the 2015 Budget emphasizes the importance of funding the key day-to-day tools that lead to success. These tools are employees, technology, and providing services most highly rated by citizens.

We're on the Web

www.windsorgov.com



DEVELOPMENT REVIEW MONTHLY NEWSLETTER

COMPREHENSIVE PLAN

- Recent Events:
  - Advisory Committee review of Existing Conditions Report 7/29/15
  - Community Visioning Workshop 7/29/15
- Consultant is working on final revisions to Existing Conditions Report and drafting vision statement and goals & objectives based on Visioning Workshop
- Targeted plan adoption: Q1, 2016

POLICIES, PORCEDURES, & STANDARDS

Recently Approved Code Amendments

Downtown Parking Standards, Minimum Exterior Standards, & Mobile Food Vending all approved 8/10/15

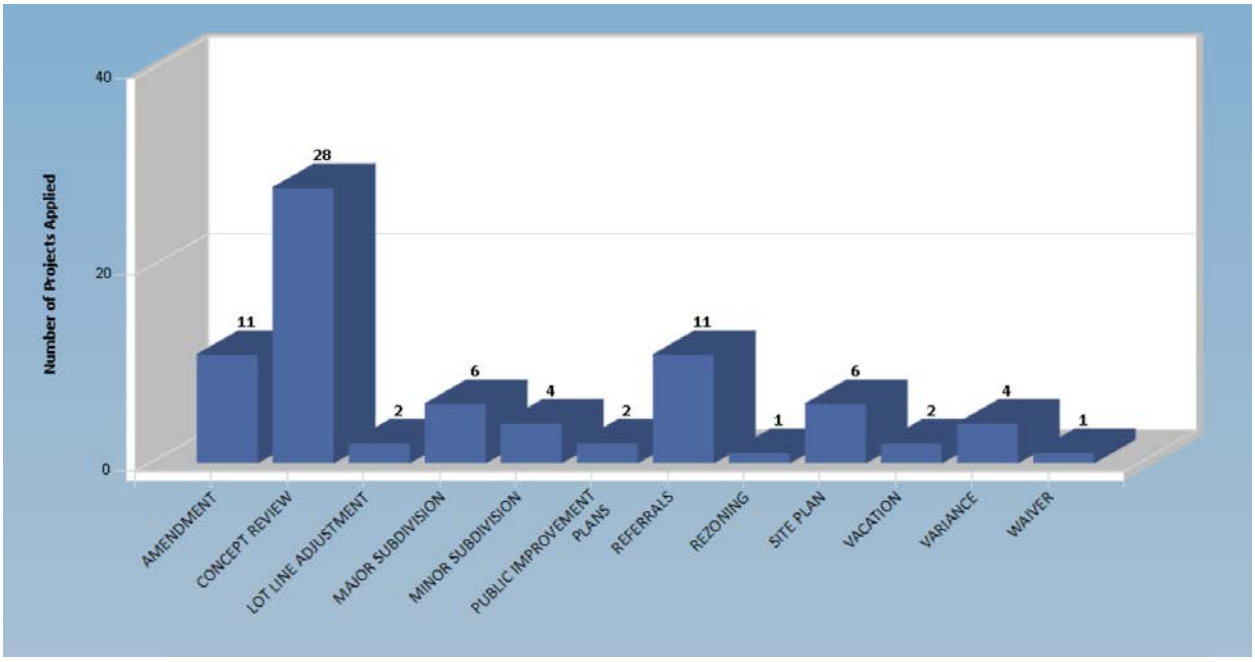
Road Impact Fees

Staff is currently preparing amendments to the Road Impact Fee "look back" process

Home Occupation

Work session is schedule for 9/28/15 to discuss possible code amendment to the number of students allowed with a home-based business

PROJECTS APPLIED FOR BY TYPE (year to date)



Total Projects: 78

Major Development Projects Currently Under Review

Project	*Description*	*Status*
Burlington Subdivision - Lot 17 (217 2nd St)		
Arapahoe Rental Site Plan	New 1,000 s.f. building & landscaping	Awaiting second submittal from applicant
Columbine Center Subdivision - 2nd Filing, Lot 2 (250 N 11th St)		
Community Recreation Center Site Plan	39,280 s.f. addition	Awaiting final submittal from applicant
Diamond Valley 4th Filing, Lot 4		
Amended Site Plan Solix Biosystems	Construction of 20,000 s.f. building	1st submittal under review
Fossil Ridge Subdivision		
5th Filing Preliminary Plat	10 lot subdivision	1st submittal under review
Windsor Highlands Amended Master Plan	Amendment to allow 10 additional lots	1st submittal under review
Great Western Industrial Park - 3rd Filing, Lot 1, Block 1 (11140 Eastman Park Dr)		
Vestas Site Plan	62,000 s.f. addition	Awaiting final submittal from applicant
Highland Meadows Golf Course		
8th Filing, Lot 6 - Fitness & Tennis Center Site Plan	40,000 s.f. building with outdoor tennis courts	Awaiting mylars from applicant
12th Filing Final Plat & Site Plan	84 multifamily units in 7 buildings on 6.2 acres	1st submittal under review
13th Filing, Lot 6 Power To Play Sports Site Plan, minor subdivision, & rezoning	52,000 s.f. basketball facility	Awaiting mylars from applicant
Poudre Heights Subdivision – 3rd Filing (Northwest of 7th St & New Liberty Rd)		
Preliminary Plat & Preliminary Site Plan	Platting of 392 residential lots including site planning of 125 townhome units	Awaiting 2nd submittal from applicant
Raindance Subdivision (North of Crossroads Blvd between County Line Rd & CR 15)		
Master Plan & Planned Unit Development Rezoning	1,100 acres including 2,800 residential units, golf course, and up to 42 acres of mixed use neighborhood commercial	Planning Commission 5/20/15, Town Board to be scheduled upon submittal of additional documents
The Ridge at Harmony Road (Northeast of CR 74 & CR 13 intersection)		
Preliminary Major Subdivision	Platting of 418 residential lots in first filing	Preliminary approved, awaiting submittal of final plat
South Hill Subdivision (Northwest of Crossroads Blvd & 7th St)		
Final Plat	210 lots on 124 acres	Awaiting check-prints from applicant
Tacincala Annexation (Between HWY 257 and CR 15, south of CR 72)		
Tacincala Preliminary Plat	193 residential lots on 292 acres	Awaiting 2nd submittal from applicant
T-well Oil & Gas CUG	13 well oil & gas pad	Awaiting 2nd submittal from applicant
Westwood Village Subdivision - 6th Filing, Lot 1 (325 14th St)		
6th Filing Final Plat & Site Plan	Platting of 8 building envelopes for 34 housing units in 2 and 3 unit buildings	Awaiting mylars from applicant
Windsor Commons Subdivision - 2nd Filing, Lot 2 (1101 Automation Drive)		
Lot 3 - Windsor Commons Self-Storage	70,000 s.f. building	Second submittal under review

Note: More detailed information about project review times can be found at http://windsorgov.com/DocumentCenter/View/12975

Building Permit Summary for July, 2015

	Monthly Total	Monthly Valuation	Year-to-Date Total	Year-to-Date Valuation
New Single Family Permits	34	$11,428,115	193	$61,958,444
New Multi-Family Permits	0	--	3	$3,179,785
New Commercial/Industrial Permits	0	--	2	$6,173,750

			July 2015		
	Previous Month	Previous Month's Year to Date	Current Month	Year To Date	Y.T.D. 2014
Misdemeanor Complaints					
911 Hang up Calls	30	123	20	143	78
Animal	37	180	29	209	246
Arson	0	0	1	1	2
Assault	7	31	4	35	26
Assist Other Department	7	53	12	65	78
Attempted Suicide	3	7	0	7	7
Checks	0	2	0	2	0
Child Abuse	1	10	1	11	10
Citizen Service	100	471	82	553	399
Civil Complaints	9	59	11	70	59
Contributing Delinq./ Minor	0	0	0	0	0
Crime Against At-Risk Adult	0	0	0	0	1
Criminal Mischief	34	97	10	107	69
Criminal Trespass Premises	5	23	4	27	22
Death	2	9	2	11	11
Drugs	5	14	4	18	26
DUI's	7	40	7	47	36
False Burglar Alarm	39	176	39	215	181
False Imprisonment	1	0	0	0	0
False Reporting	0	2	0	2	1
Found Property	9	53	10	63	81
Harassment	3	48	13	61	70
Indecent Exposure	0	4	1	5	2
A. Curfew	0	0	0	0	2
B. Runaway	5	20	5	25	12
C. Other	2	24	4	28	46
Juvenile Problems (total)	7	44	9	53	60
Liquor Violations	0	0	1	1	5
Lost Property	5	26	8	34	19
Menacing	2	5	1	6	9
MIC / MIP	4	10	14	24	13
Missing Persons	1	5	1	6	15
Obstructing Police	0	0	0	0	5
Obstructing Telephone Service	0	1	0	1	2
Open door	2	47	14	61	34
Ordinance Violations	33	184	51	235	282
Reckless Endangerment	0	0	1	1	0
Repossession	0	0	0	0	0
Sexual Assault	2	5	2	7	10
Sex Offender Violation	0	1	0	1	0
Soliciting	0	6	1	7	9
Suspicious Activity	93	339	58	397	285

			July 2015		
	Previous Month	Previous Month's Year to Date	Current Month	Year To Date	Y.T.D. 2014
Misdemeanor Complaints Cont'd					
Theft	15	88	24	112	100
Theft By Receiving	0	0	0	0	0
Towed - Abandoned	0	2	0	2	13
Towed - Traffic	4	42	10	52	44
Towed (Total)	4	47	10	57	57
Traffic Accidents (total)	33	185	25	210	189
A. Non-injury/Property damage	32	161	21	182	170
B. Injury	1	16	2	18	13
C. Fatal	0	0	0	0	1
D. DUI Accidents	0	8	2	10	6
Underage Possession Marijuana	3	13	4	17	23
Vehicle Laws	146	1098	175	1273	1204
Violation of Restraining Order	7	24	6	30	13
Warrants - WPD	1	2	2	4	3
Warrants - Other Department	9	49	8	57	51
Warrants (Total)	10	51	10	61	54
Weapon Violation	1	3	2	5	3
Felony Complaints					
Armed Robbery	0	2	0	2	0
Arrests	5	41	6	47	42
Arson	0	0	1	1	1
Assault	0	8	0	8	4
Attempted Burglary	0	0	0	0	2
Auto Theft	1	4	0	4	1
Burglary	3	15	5	20	19
Checks	0	0	0	0	0
Child abuse	1	1	0	1	0
Child Neglect	0	0	0	0	0
Contrib./Delinq. of Minor	0	0	0	0	0
Criminal Impersonation	0	0	0	0	0
Criminal Mischief	4	8	4	12	10
Criminal Trespass - Dwelling	1	2	0	2	3
Criminal Trespass - Vehicle	11	42	2	44	49
Drugs	0	4	0	4	17
Forgery	3	6	1	7	3
Fraud	7	80	8	88	59
Homicide	0	1	0	1	0
Identity Theft	2	38	2	40	15
Intimidating Witness/Victim	0	0	0	0	0
Menacing	1	6	3	9	6
Recovery of Stolen Vehicle (ALL)	1	3	1	4	1
Robbery	0	0	0	0	0
Sexual Assault	0	1	0	1	0
Tampering with Evidence	0	1	0	1	0
Theft by Receiving	0	0	0	0	0

			July 2015		
	Previous Month	Previous Month's Year to Date	Current Month	Year To Date	Y.T.D. 2014
Theft	3	32	1	33	36
Warrant (Other Department)	0	8	2	10	18
Weapon Violation	0	0	1	1	0
Adult Arrest	30	147	31	178	151
Juvenile Detentions	1	16	5	21	13
Total Calls for Service	652	3499	630	4129	3502
A. Criminal	307	1904	317	2221	1995
B. Non-Criminal	345	1595	313	1908	1507
Cases Filed (County Penal)	31	116	55	171	111
County Traffic Citations	42	271	51	322	320
Municipal Citation	108	917	149	1066	1087
A. Traffic	95	817	120	937	900
B. Ordinances	13	100	29	129	187
Warnings	259	1720	305	2025	2097
Juvenile Filings	0	1	8	9	29
Parking Tickets	47	260	47	307	143
Juvenile Notification Forms	11	87	12	99	91
M-1 Holds	7	34	2	36	N/A
Misdemeanor Complaints Cleared by Arrest	26	122	30	152	122
Monetary Loss Misdemeanor Complaints	$2,904	$25,507	$8,137	$33,644	$14,884
Monetary Recovery Misdemeanor Complaints	$250	$2,276	$166	$2,442	$4,622
Felony Complaints Cleared by Arrest	5	41	6	47	42
Monetary Loss Felony Complaints	$117,643	$207,380	$23,488	$230,868	$87,859
Monetary Recovery Felony Complaints	$2,930	$20,270	$0	$20,270	$25,555