



TOWN BOARD WORK SESSION
February 4, 2013 – 6:00 P.M.
Windsor Community Recreation Center
Aspen Room
250 N. 11th Street
Windsor, CO 80550

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

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

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

AGENDA

- | | | |
|-----------|----|--|
| 6:00 p.m. | 1. | Joint Work Session with the Severance Town Board to discuss the Windsor-Severance Intergovernmental Agreement – K. Arnold, Windsor Town Manager/John Holdren, Severance Town Manager |
| 7:15 p.m. | 2. | I-25 Study Update – Myron Hora, CDOT |
| 7:30 p.m. | 3. | Future Meetings Agenda |
| | 4. | Adjourn |



MEMORANDUM

Date: February 4, 2013
To: Mayor and Town Board
Via: Work session packets
From: Ian D. McCargar, Town Attorney
Re: Cooperative planning agreement, State Highway 257 and WCR 74
Item #: Work Session - 1

Background / Discussion:

Over the last year or so, the towns of Severance and Windsor have been discussing an agreement under which the development of the intersection of State Highway 257 and WCR 74 can be coordinated. The Towns have a long history of cooperation in land use and utility service.

The key components of the proposed agreement are:

- Land use standards within a defined corridor; and
- Utility service, specifically the provision of sanitary sewer service.

The discussion on February 4, 2013, will focus on these components. What follows here is some summary information which may be useful to the discussion.

I. INTERGOVERNMENTAL AGREEMENT (IGA).

A draft Intergovernmental Agreement is attached and has been reviewed by counsel, and contains the following basic terms:

Recitals. The Recitals provide context for the principles and objectives behind the Agreement.

Definitions. The defined terms in the Agreement include the general land area in question and the specific corridor within which agreed land uses and land use standards will apply.

Development Standards. The Agreement incorporates two exhibits, the purpose of which is to lay out agreed limitations on vertical development within the half-mile square corridor. These standards are more-fully explained elsewhere in this Memorandum.

Adjustments to Growth Management Areas. As you may recall, this Agreement has its origins in 2012 discussions regarding making adjustments to Windsor's Growth Management Area by relocating its GMA line to the south. The Agreement confirms

that, in reliance on this Agreement, Windsor has made this adjustment to its Comprehensive Land Use Plan.

Annexation. The Agreement preserves each party's statutory authority to annex as provided by law, with some mutual notification and comment provisions to assure cooperation.

Water and Sewer Service. The Agreement allows each party to apply its sewer/septic standards to the land area within its portion of the corridor, as both parties acknowledge the absence of available sanitary sewer service at this time. The Agreement commits the parties to requiring sanitary sewer connections at the point where Windsor's sanitary sewer system is within a half-mile of the property. The Agreement also contains a place holder to assure continued dialogue regarding the provision of sanitary sewer service to this area, including timing, financing, maintenance, etc. The idea behind this place holder is to assure that the other (land use) benefits of this Agreement can be confirmed while keeping the sanitary sewer conversation alive.

Revenue Sharing. The Agreement calls for 2/3rds revenue sharing for all sales and use tax generated within the Corridor, with the greater share remaining in the originating jurisdiction. The Agreement contains details as to how the revenue sharing will be implemented.

Dispute Resolution. The Agreement calls for mediation prior to any litigation over its interpretation and enforcement.

II. LAND USE STANDARDS.

On March 5, 2012, both Town Boards and both Planning Commissions discussed the creation of a joint cooperative planning area (corridor) for the four quadrants at the intersection, depicted on the attached Exhibit A. The key discussion points at this work session concerned what types of land uses should be permitted to be developed at this highly visible intersection and the development standards that should be required for these developments.

On December 12, 2012 the Towns' Planning Commissions met together to discuss proposed land uses and development standards. There was consensus that the land use codes of both communities call for commercial development on these four corners. The Commissions concluded that it would be appropriate to allow any of the land uses that are listed on the attached Exhibit B occur within the corridor.

The Commissioners also discussed development standards. There was consensus that it would be beneficial for uniform development standards to be developed for improvements within the corridor, such as landscaping, monument signs/walls, and streets within the IGA area with all such standards being referenced in the IGA. Additionally, there was consensus that design criteria should also be referenced in the IGA.

III. SANITARY SEWER.

The area around the intersection is included in Windsor's Sewer Master Plan. The area naturally drains south toward Windsor Lake, meaning that the area can be serviced by gravity sewer with no pump stations. The main interceptor sewer from Windsor's wastewater treatment plant has been constructed north to a point in the Greenspire Subdivision. An extension of that interceptor sewer is needed to service the area around the intersection, and is represented by a solid green line on the attached map titled "East Side Sewer Interceptor Sub-basin B-1". The cost to construct that sewer is estimated at \$2.9 million. Easements from seven property owners are needed to construct the 3.2 miles of sewer to the southeast corner of the intersection at SH 257 and WCR 74.

Financial Impact: Yet to be determined.

Relationship to Strategic Plan: Effective infrastructure; quality development through managed growth

Recommendation: Concur on form of IGA, refer to Planning Commissions for recommendation. Official action following Planning Commission comments.

Attachments:

Draft IGA;

Exhibit A (depiction of intersection area and corridor);

Exhibit B, SH 257 / Harmony Road (Weld CR 74), Cooperative Planning Area – Proposed Land Use Table, Permitted Uses;

East Side Sewer Interceptor Sub-basin B-1.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between THE TOWN OF WINDSOR, a Colorado home rule municipality (“Windsor”) and THE TOWN OF SEVERANCE, a Colorado statutory town (“Severance”). The parties hereto, when referring to both, may also be referred to herein as “municipalities” or “parties.” Either party hereto may also be referred to as “municipality” or “party.”

WITNESSETH:

WHEREAS, the Windsor Town Board and the Severance Town Board have recently participated in extensive discussions concerning the potential benefits to each of the municipalities which could be realized through a cooperative agreement regarding land use and development along a defined corridor surrounding the intersection of Colorado State Highway 257 and County Road 74 in Weld County, Colorado (“Intersection”) as shown on the attached map, designated as “Exhibit A” and incorporated herein by this reference as if set forth fully; and

WHEREAS, the Town of Severance has previously annexed a parcel of property in the southeast corner of the Intersection and Windsor has annexed the parcel on the southwest corner of the Intersection; and

WHEREAS, the Intersection forms a natural western gateway to Severance and anchors a logical development corridor for each municipality; and

WHEREAS, the Intersection forms a natural northern gateway to Windsor and anchors a logical development corridor for each community; and

WHEREAS, both municipalities have included the area surrounding the Intersection within their Growth Management Areas (“GMA”); and

WHEREAS, growth and development pressures and demands for municipal services exist, and will continue to exist in both municipalities, such that a cooperative discussion regarding the coordinated provision of water and sewer services in the vicinity of the Intersection is in the interest of both the municipalities and future developers; and

WHEREAS, the GMA’s of the municipalities overlap in part, the result of which could lead to conflicting, incompatible and inconsistent growth and development in both municipalities; and

WHEREAS, Windsor and Severance are both committed to planned and orderly growth; to regulating the location and activities of development which may result in increased demands for services; to providing for the orderly development and extension of urban services, facilities, and regulations; to avoiding unnecessary duplication of governmental services; to simplifying governmental structure when possible; to promoting economic viability of both municipalities; and to raising revenue sufficient to meet the needs of the citizens of both municipalities; and

WHEREAS, because of the proximity of the municipalities, the nature and quality of development within each municipality within the area surrounding the Intersection will affect the nature and quality of development in the other municipality, and the revenues of each; and

WHEREAS, continued coordination and cooperation between the two municipalities, including planning for and managing growth and development of land, the resolution of conflict regarding urban growth boundaries, the coordination of development policies and procedure, and coordination of the extension of services to areas of joint concern, will enhance the ability of the two municipalities to achieve their respective and common goals; and

WHEREAS, applicable provisions of the Colorado Constitution and Colorado Revised Statutes authorize municipalities to enter into agreements with one another concerning matters such as those set forth in this Agreement; and

WHEREAS, the statutes of the State of Colorado, specifically the Local Government Land Use Enabling Act, Colorado Revised Statutes, 29-20-101, *et seq.*, further authorizes the parties to enter into mutually binding and enforceable agreements regarding the joint exercise of planning, zoning and related powers; and

WHEREAS, this Agreement is entered into by Windsor and Severance pursuant to the aforesaid constitutional and statutory authority as well as other powers inherently granted to statutory and home rule municipalities by the State of Colorado;

NOW, THEREFORE, in consideration of the covenants and obligations expressed herein, it is hereby agreed by and between Windsor and Severance as follows:

1. **Preamble.** Both municipalities hereby acknowledge that the recitals set forth above are true and correct, and those recitals are incorporated into the body of this Intergovernmental Agreement.

2. **Definitions.**

(a) **Geographic Area.** *Geographic Area* shall refer to all lands depicted on “Exhibit A”, including the adjusted boundaries of all GMA’s.

- (b) **Intersection Cooperative Planning Corridor (“Corridor”).** The *Intersection Cooperative Planning Corridor* is a portion of Exhibit A and is specifically depicted thereon. The Intersection Cooperative Planning Corridor is defined as one-quarter (1/4) mile east and one-quarter (1/4) mile west of the center line of Colorado State Highway 257, and extending one-quarter (1/4) mile north and one-quarter (1/4) mile south of the center line of Weld County Road 74, forming a one-half mile square, center of which is the intersection of Weld County Road 74 and Colorado State Highway 257.

3. **Development Standards for the Corridor.**

- (a) Windsor and Severance agree that land uses within the Corridor shall be as set forth on Exhibit “B”, attached hereto and incorporated herein by reference (“Permitted Land Uses”). Windsor and Severance further agree that Land Use Standards within the Corridor shall be as set forth in Exhibit “C”, attached hereto and incorporated herein by this reference (“Corridor Standards”). At a minimum, it is agreed that the Permitted Land Uses and Corridor Standards shall address the following:
- (1) Resolution of conflicts between the municipalities and the establishment of consistent GMA’s.
 - (2) Land use restrictions in the Corridor, with the further understanding that residential zoning within the Corridor is prohibited, unless such residential zoning is later specifically agreed upon by both municipalities.
 - (3) Provisions consistent with the land use requirements of each municipality for setbacks, design standards, landscaping, and maintenance of rights-of-way within each municipality’s portion of the Corridor. While recognizing the difference in such standards between the municipalities, each shall strive for aesthetic compatibility with Corridor developments of the other and shall prohibit uses not included within Exhibit “B” unless later specifically approved by both municipalities.
- (b) The Corridor Standards and Permitted Land Uses set forth in Exhibits B and C shall apply to all development proposals within the Corridor, which for purposes of this Agreement shall include conditional use grants. No development proposals which are inconsistent with the Permitted Land Uses and Corridor Standards shall be approved by either municipality without the specific written consent of the governing board of each municipality. Upon adoption of this Agreement, all plans and specifications for any development proposal received by either party for land within the boundaries of the Corridor shall be forwarded to the other party for

review and comment no less than thirty (30) days before any official action is taken with respect to such development proposal. The review and comment period set forth herein may be shortened or extended by mutual agreement of the parties.

4. **Amendment of the Corridor Boundaries.** The parties recognize that the boundaries of the Corridor as established by this Agreement are reflective of current and projected land uses within the Geographic Area. The parties intend that the area to be contained within the Corridor shall be limited to commercial and industrial development. If development occurs on property any portion of which lies within any portion of the Corridor, the standards and requirements of this Agreement shall apply to the entire development of that property, even if portions of the development also fall outside of the artificial boundaries established by this Agreement. The parties recognize that as annexations occur, and developments are proposed within the Geographic Area, it may be necessary to amend this Agreement to modify the boundaries of the Corridor to include additional land that may be developed as commercial or industrial or to exclude land which will not be so developed. The parties agree that they shall fully cooperate with one another in adopting such amendments to this Agreement as may be necessary to effectuate the intentions of the parties as expressed in this paragraph.

5. **GMA's and Annexation.**

- (a) The parties agree that, in reliance upon the adoption of this Agreement by each party, Windsor has adjusted its GMA boundary as set forth in its respective comprehensive plan and/or other official documents to reflect the GMA as set forth in the Geographic Area.
- (b) Windsor shall have exclusive authority to exercise its annexation powers and to provide services within its GMA as described on Exhibit A.
- (c) Severance shall have exclusive authority to exercise its annexation powers within its GMA as described on Exhibit A, and to provide water and sewer services within its GMA, except as modified by the provisions for water and sewer services set forth in paragraph 6 of this Agreement.
- (d) Both parties specifically agree that upon the receipt or preparation by either of them of any documents proposing annexation within the Corridor, copies of all such documents shall be submitted to the other party for review and comment at least thirty (30) days prior to any intended official action thereon.
- (e) In the event either Windsor or Severance elects not to exercise annexation powers and/or to extend services within its GMA, the declining municipality shall notify the other party within thirty (30) days of that decision. Only upon receipt of such notice, may the other party thereafter, in its sole discretion, exercise its annexation

powers and/or extend services to such property.

- (f) With the exception of the specific recitals contained herein, nothing in this Agreement shall otherwise be construed as limiting or otherwise restricting the annexation powers of the respective municipalities within each municipality's GMA as defined by this Agreement and reflected on Exhibit A.

6. **Water and Sewer Service in the Corridor.** Until such time as sanitary sewer service is within one-half (1/2) mile of any property within the Corridor, each party shall approve or disapprove the use of septic sewer disposal systems in accordance with each party's respective policies. The parties acknowledge that no sanitary sewer service is available within one-half (1/2) mile of the Corridor at the time of this Agreement. The parties recognize that the Corridor will ultimately be served by Windsor's sanitary sewer facilities and the treated water facilities of North Weld County Water District. However, the manner in which sanitary sewer service will be established, connected, maintained and financed cannot at this time be determined by the parties. Therefore, the parties agree that they will continue discussions regarding these matters, with the goal being an agreement under which the public health, safety and welfare is promoted within the Corridor through sound sanitary sewer planning.

7. **Utility Easements and Rights-of-Way.** Within their respective jurisdictions in the Corridor, each party shall provide to the other such utility easements and rights-of-way which are required to make treated water, storm water drainage, and sanitary sewer service available within their respective jurisdictions. Such easements and rights-of-way shall be provided without charge if previously granted to the providing party by the land owner without charge.

10. **Shared Revenues.**

- (a) It is understood and agreed by the parties hereto that the implementation of this Agreement, and the achievement of its purposes, including planning for and regulating the use of land and the provision of urban services, facilities, rights-of-way, and other requirements, will require significant time and effort on the part of both parties, as well as the expenditure of substantial revenues. Accordingly, the parties agree that it is in the best interest of each that certain tax revenues generated within the Corridor be shared between them. Therefore, it is understood and agreed that all sales and use tax revenue collected by each of the municipalities within the Corridor shall be shared and distributed between the municipalities in the following proportions: two thirds (2/3) to the collecting municipality and one third (1/3) to the other municipality.
- (b) At the time of the execution of this Agreement, the sales and use tax rate in Windsor is 3.2% and in Severance is fixed at 3%. The parties agree that, although

equalization of sales and use tax rates is optimal, they recognize that their respective tax rates may not be equalized in the future. Notwithstanding any inequality in sales and use tax rates, the parties agree that the sharing of sales and use tax revenues under this Agreement shall be based upon the lower of the two unequal rates, except to the extent that any percentage or revenue amount derived from such lower rate is pledged pursuant to any municipal home rule charter, ordinance, resolution, indenture, underwriting agreement, or other document pertaining to the authorization, issuance, payment, or sale of any bonds, notes, certificates, indentures, or other evidences of borrowing (except as may be specifically provided otherwise in any such document), whether now or heretofore in existence, executed, issued, or incurred.

- (c) At the time of the execution of this Agreement, neither of the municipalities has in effect an excise or occupancy tax upon lodging services. In the event either (but not both) of the municipalities adopts any such tax, all revenues generated thereby shall be retained by the taxing municipality. In the event of and at such time as both municipalities subsequently adopt any such tax, the revenues therefrom shall be shared by the parties in proportions and in the manner provided for herein for sales and use taxes.
- (d) All tax revenues subject to sharing pursuant to this Agreement shall be distributed between the two municipalities no later than thirty (30) calendar days following the end of the calendar quarter during which the revenue was collected or received.
- (e) Each of the municipalities shall make every effort to standardize with the other municipality the procedures, ordinances and regulations applicable to the taxes to be shared pursuant to this Agreement.
- (f) Each party and its authorized agents may, upon thirty (30) days' advance written notice to the other, audit the other's records of those taxes which are collected within the Corridor and which are being shared pursuant to this Agreement.
- (g) Neither of the municipalities shall impair the rights under this paragraph of the other municipality, without the other's consent, to share in the revenues as described in this paragraph.
- (h) Notwithstanding anything herein to the contrary, the obligations of the parties hereunder shall be subject to and subordinate the parties' obligations, covenants, and representations contained in or incorporated in any municipal home rule charter, ordinance, resolution, indenture, underwriting agreement, or other document pertaining to the authorization, issuance, payment, or sale of any bonds, notes, certificates, indentures, or other evidences of borrowing (except as may be

specifically provided otherwise in any such document), whether now or heretofore in existence, executed, issued, or incurred, the intent being that such obligations, covenants, and representations have and will take precedence over those set forth herein, and will be met, complied with, satisfied, and discharged in accordance with such documents prior to any distribution of moneys hereunder.

- (i) In the event either party creates one or more exemptions from sales taxes or use taxes, and such exemption(s) results in a reduction in the amount of revenue collected by such party within the Corridor, the party creating the exemption(s) shall include the exempted amount in its calculation of the amount of sales tax and/or use tax revenue that is due to the other party under this Section as if the exemption(s) had not been created.
- (j) In the event of a significant change in the Colorado tax structure, this Agreement shall be modified so as to accomplish its intended purpose of continuing the revenue sharing provisions of this Agreement in a manner that resembles those provisions as closely as possible.
- (k) It is understood and agreed that for purposes of the application of the revenue limitations contained in Article X, Section 20, of the Colorado Constitution, commonly known as TABOR, all revenues collected and thereafter distributed to the other municipality, shall be deemed revenues collected solely for the purpose of passing those revenues through to the receiving municipality, and the receiving municipality shall be obligated to count and include such revenues for TABOR purposes. It is further understood and agreed that the financial obligations imposed upon Windsor and Severance by the terms of this Agreement are specifically subject to the annual appropriation of monies by the respective municipalities to fund those obligations. Windsor and Severance intend to plan appropriation of such monies to fulfill their respective financial obligations under this Agreement.

11. **Parties to Exercise Good Faith.** Windsor and Severance agree to devote their best efforts and to exercise good faith in implementing and adhering to the provisions of this Agreement throughout its term.

12. **Intent of Agreement.** This Agreement is intended to describe rights and responsibilities only as between the named parties hereto. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties hereto nor to require Windsor or Severance to annex any property or to provide any services to any land. This Agreement is not intended to limit in any way the powers or responsibilities of Weld County or of any other political subdivision of the State of Colorado not a party hereto.

13. **Rights upon Default and Mediation provisions.** The Local Government Land Use Enabling Act, earlier referred to in this Agreement, provides that agreements between municipalities for the purposes set forth herein are mutually binding and enforceable. Both parties hereby acknowledge the binding and enforceable nature of this Agreement. Should either party fail to comply with the provisions of this Agreement, the other party, after providing written notification to the non-complying party, and upon the failure of the non-complying party to achieve compliance within ninety (90) days after said notice, may at its option, either terminate this Agreement or maintain an action in a court of competent jurisdiction for specific performance, injunctive, or other appropriate relief. In the event of such litigation, each party shall be responsible for its own costs, including attorney fees. It shall be the obligation of the parties to submit to mediation any issue of non-compliance prior to declaring this Agreement terminated or prior to commencing an action in court as aforesaid. The parties shall agree on the appointment of a mediator who shall be experienced in matters of local government and the legal obligations of local government entities. In the event the parties are unable to agree upon a mediator, each party shall appoint an independent third party, and the third parties so appointed shall select a single mediator. The procedures and methodology for mediation shall be determined by the mediator. Appointment of the mediator shall take place no later than thirty (30) days following written notification as provided in this paragraph, and mediation shall be completed no later than sixty (60) days thereafter.

By the provisions of this paragraph it is the express intention of the parties to establish fully enforceable consequences upon the breach of this Agreement, while not in any way limiting the ability of the parties to freely exercise legislative discretion.

14. **Effective Date.** This Agreement shall be presented to the governing board of each municipality for adoption by resolution, following notice as required by the Colorado Open Meetings Law, § 24-6-401, *et. seq.* This Agreement shall become effective upon its adoption by both municipalities, and shall be dated above to coincide with the latter date upon which each municipality adopts it.

15. **Term.** The parties intend this Agreement to remain in full force and effect in perpetuity. To the extent allowable by law, both parties further intend to be bound by the provisions hereof in perpetuity.

16. **Amendment.** All amendments to this Agreement must be made in writing and approved by the governing bodies of both municipalities by resolution.

17. **Notices.** Requirements of notice hereunder shall be deemed satisfied upon mailing to the parties as follows:

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

copy to:

Ian D. McCargar, Esq.
131 Lincoln Avenue, Suite 100
Fort Collins, CO 80524

Town Administrator
Town of Severance
336 1st Street
Severance, CO 80546

copy to:

Bell, Gould & Scott, P.C.
322 East Oak Street
Fort Collins, CO 80524

19. **Effect of Invalidity.** If any portion of any paragraph of this Agreement is held invalid or unenforceable by a court of competent jurisdiction as to either party or as to both parties, such invalidity or unenforceability shall not affect the other paragraph(s) of this Agreement except that if a requirement or limitation in such paragraph(s) is declared invalid as to one party, any corresponding requirements or limitation shall be deemed invalid as to the other party.

IN WITNESS WHEREOF, the above parties hereto have caused this Agreement to be executed the day and year first above written.

TOWN OF WINDSOR

By: _____
John S. Vazquez, Mayor

ATTEST:

Patti Garcia, Town Clerk

APPROVED AS TO FORM:

Ian D. McCargar
Windsor Town Attorney

APPROVED FOR CONTENT:

Kelly Arnold, Town Manager

TOWN OF SEVERANCE

By: _____
Don Brookshire, Mayor

ATTEST:

Pat Lesh, Town Clerk

APPROVED AS TO FORM:

Town Attorney

DRAFT

EXHIBIT B – Permitted Land Uses

[Permitted uses here]

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EXHIBIT C – Corridor Standards

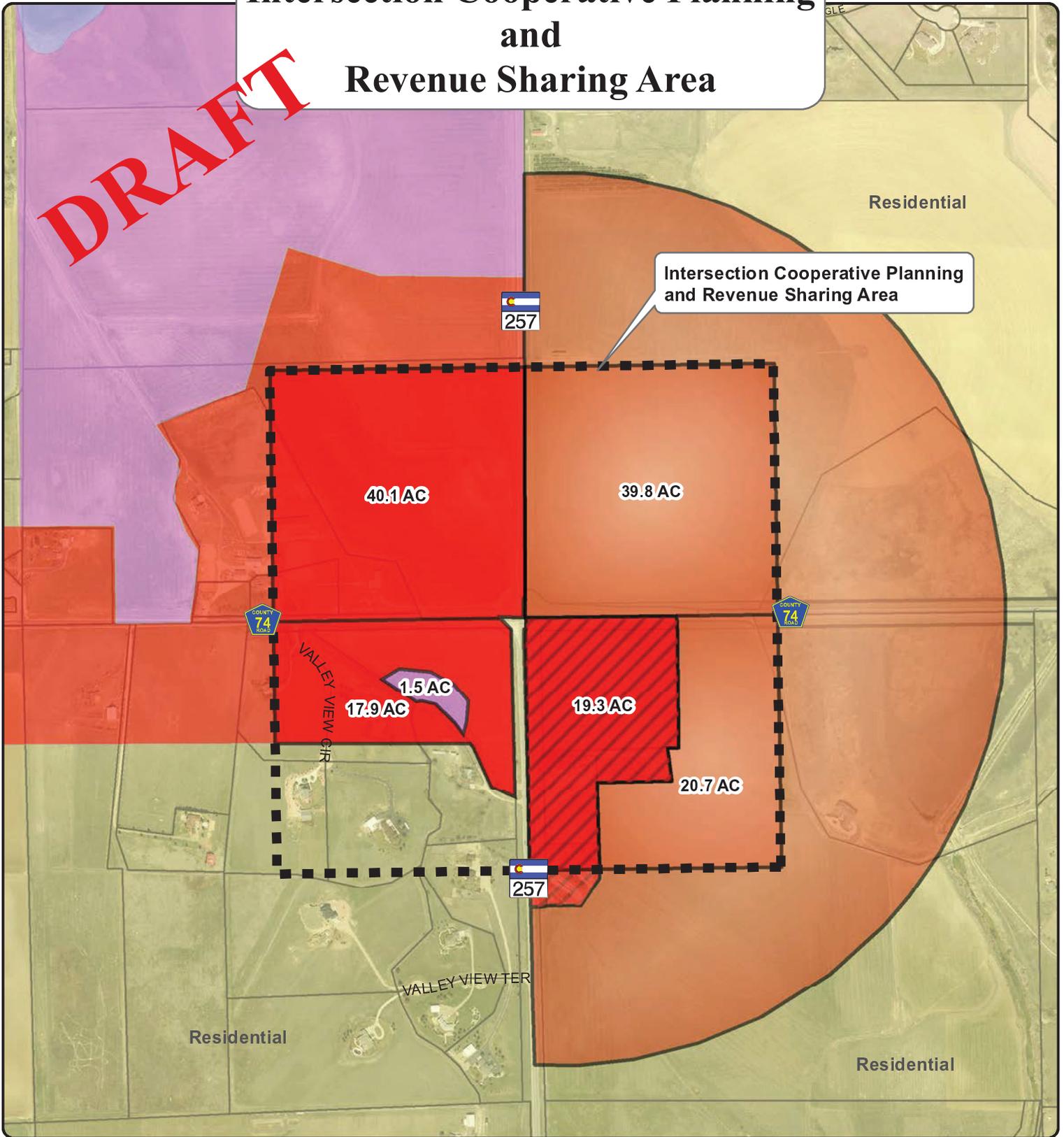
[Insert standards here]

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Exhibit "A"

Intersection Cooperative Planning and Revenue Sharing Area

DRAFT



Land Use Analysis

Highway 257 & County Road 74



Neighborhood & General Commercial and Light Industrial west of HWY 257 (59.5 Acres)

- Neighborhood & General Commercial (58 Acres)
- Light Industrial (1.5 Acres)

Development Node & Mixed-Use Commercial Highway east of HWY 257 (79.8 Acres)

- Un-Zoned Development Node (60.5 Acres)
- Zoned Mixed-Use Commercial Highway (19.3 Acres)

Area calculations above reflect only those areas contained within the Intersection Cooperative Planning and Revenue Sharing Area

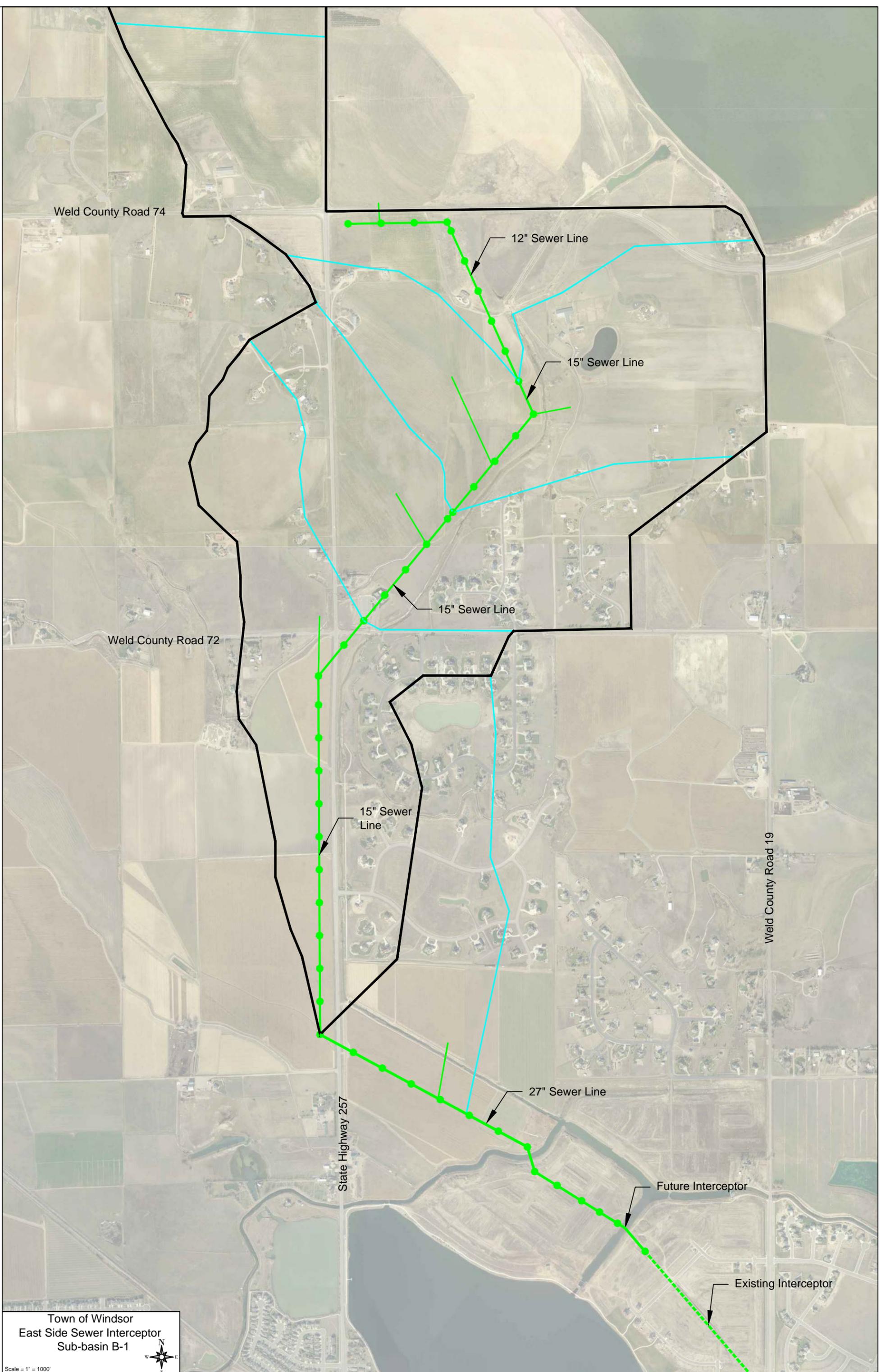


Exhibit B
SH 257 / Harmony Road (Weld CR 74)
Cooperative Planning Area – Proposed Land Use Table

Permitted Uses*

Adult Day Care Centers, Child Care Centers, Family Care Homes, Assisted Living Facilities
Alternative power generation facilities
Automobile service – Oil Change Shops
Bars / Taverns / Micro-breweries
Bus shelters
Car / motor vehicle washes
Commercial and retail businesses, indoor sales and service
Drive Thru Restaurants
Entertainment Facilities / Theaters / Conference / Convention Center
Farmer’s market / Temporary Use (Pumpkins, Christmas Trees, with one 90-day renewal)
Fast Food Restaurants
Fire station
Flex buildings (start as residential and shift to commercial over time)
Fuel Sales / Convenience Stores
Greenhouse / Nursery
Grocery / Supermarket
Health Club
Hospital, Medical Center / Clinics / Medical Offices
Laundromat and dry cleaning retail outlets
Live / work units and buildings
Lodging
Long Term Care Facilities
Mixed Use Residential
Multi-Family Mixed-Use
Municipal uses w/out equipment yards
Museum
Personal / Business Service Shops
Professional Offices / Financial
Public or other non-profit recreational uses
Public utility main lines
Public utility substations, *subject to review and approval of the utility plans for any such substation by both the Windsor Planning Commission and the Severance Planning Commission prior to the installation of any such facility*
Research facilities
Retail Establishment / Big Box
Retail Store
Schools – Private / Vocational Colleges
Small Scale Recreation / Events Center
Standard Restaurant
Tele-Communication Equipment, excluding freestanding towers
Unlimited Indoor Recreation
Veterinary clinic for small animals with no outside kennels

* Notwithstanding any uses described above, Permitted Uses shall not include *either* any Adult Business as defined in Windsor Municipal Code § 16-29-10 *or* any Marijuana facilities as defined in Windsor Municipal Code § 6-4-10



Weld County Road 74

12" Sewer Line

15" Sewer Line

15" Sewer Line

Weld County Road 72

15" Sewer Line

Weld County Road 19

State Highway 257

27" Sewer Line

Future Interceptor

Existing Interceptor

Town of Windsor
East Side Sewer Interceptor
Sub-basin B-1



Scale = 1" = 1000'



FUTURE TOWN BOARD MEETINGS

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

February 11, 2013 First floor conference room 5:30 p.m.	Board/Manager/Attorney Monthly Meeting Special event liquor licensing follow up
February 11, 2013 7:00 p.m.	Town Board Meeting
February 18, 2013 6:00 p.m.	Town Board Work Session – Work session will not be televised CIP unfunded project discussion Future park development policy discussion
February 25, 2013 6:00 p.m.	Town Board Work Session
February 25, 2013 7:00 p.m.	Town Board Meeting
March 4, 2013 6:00 p.m.	Town Board Work Session
March 11, 2013	Work Session and Town Board Meeting Cancelled
March 18, 2013 6:00 p.m.	Town Board Work Session
March 25, 2013 6:00 p.m.	Town Board Work Session Liquor licensing authority discussion Economic Development Quarterly Update
March 25, 2013 7:00 p.m.	Town Board Meeting Kern Board Meeting
April 1, 2013 6:00 p.m.	Town Board Work Session
April 8, 2013 First floor conference room 5:30 p.m.	Board/Manager/Attorney Monthly Meeting
April 8, 2013 7:00 p.m.	Town Board Meeting
April 15, 2013 6:00 p.m.	Town Board Work Session
April 22, 2013 6:00 p.m.	Town Board Work Session
April 22, 2013 7:00 p.m.	Town Board Meeting
April 29, 2013	Fifth Monday

Additional Events

January 31, 2013	Upstate Colorado Annual Meeting – attending: Melendez, Rose, Adams, Vasquez, Arnold
February 8, 2013	Windsor Water 101 – attending: Baker, Thompson, Adams
February 20, 2013	Colorado Municipal League Legislative Workshop – attending: Adams, Vazquez, Arnold, Melendez
February 27, 2013	Managed Growth – attending: Thompson, Adams

Future Work Session Topics

Park regulations follow up
Speed limit discussion follow up