



TOWN BOARD WORK SESSION

April 7, 2014 – 6:00 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.

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

1. Gregg Piburn, Leaders Edge Consulting
Introduction and review of Strategic Plan facilitation
2. Weld County Coordinated Planning Agreement
3. Future Meetings Agenda



MEMORANDUM

Date: April 7, 2014
To: Mayor and Town Board
From: Kelly Arnold, Town Manager
Re: Weld County Community Planning Agreement (CPA)
Item #: Work Session - 2

Background / Discussion:

Over a year ago, the Town Board discussed approaching the Weld County Commissioners to consider an Intergovernmental Agreement (IGA) for planning purposes in Windsor Growth Management Area. The concept of a Weld County-Windsor IGA has been an issue for several years, but there has never been an agreement reached previously.

Mayor Vazquez, Mayor Pro-Tem Melendez, and Town Manager Arnold attended a Weld County Commissioner work session. During the work session the Commissioners expressed an interest to explore a limited planning agreement. They also indicated that there were a handful of other Weld County municipalities that had a similar interest.

After a few months, a draft CPA, which was developed by the Weld County Commissioners, was circulated to four Weld County municipalities. Fort Lupton and Milliken decided to take the draft and work towards a final CPA, while Windsor and Firestone took a wait and see position.

During the development of the Fort Lupton CPA, some changes were made of the draft, but for the most part the CPA components did not change. The Weld County Commissioners held steadfast that the draft CPA components were the components that they would support. Thus, Fort Lupton is reaching a final CPA. That version is attached. It is believed that Milliken will be finalizing their CPA soon also.

The Fort Lupton CPT has two basic components. They are:

#1) A notification and referral process for both entities on land use applications that are within the three mile growth management area of a municipality.

#2) Agreeing to a one-year window from adoption of the CPA for both entities to reach an agreement on development standards for the area within three miles of the municipality.

Recommendation:

If the Town Board comes from a perspective that "something is better than nothing", then the Board should move forward in finalizing a similar CPA with Weld County. Since Fort Lupton is close to securing approval of this version, it should be anticipated that a similar version would

garner Weld County support. Anything different from this version, might not gain Commissioner support, particularly if the Commissioners see it as reaching too far into County powers.

If this version is not sufficient for Town Board, then we should develop discussion points and bring them to the attention of the Commissioners so they could be addressed in a modified CPA.

Either way, it is time to discuss this CPA and bring Town of Windsor CPA position(s) to the Commissioners. The process would start with the Weld County Planning Department. Depending upon the wishes of the Town Board it could be a quick review by Weld County or the discussions could be prolonged on the issues that the Board might want to further explore.

Attachments:

Fort Lupton – Weld County CPA

**COORDINATED PLANNING AGREEMENT
BETWEEN THE CITY OF FORT LUPTON, COLORADO, AND WELD COUNTY, COLORADO**

This Coordinated Planning Agreement ("CPA") is made and entered into effective as of the _ day of, _____, 2014, A.D., between the Board of County Commissioners of the County of Weld, State of Colorado, whose address is 1150 O Street, Greeley, CO 80631, hereinafter called the "COUNTY," and the _____, a Colorado municipal corporation, whose address is _____, CO _____, hereinafter called the "MUNICIPALITY."

RECITALS

A. COUNTY exercises exclusive governmental authority regulating land use, growth and development within the unincorporated areas of Weld County, Colorado, which areas include lands surrounding MUNICIPALITY; and

B. MUNICIPALITY exercises exclusive governmental authority with respect to land use, growth, and development within its municipal boundaries and regarding its annexations, and has demonstrated the capability of providing municipal services and facilities (including water and sewer services based on the municipality's code) within the THREE (3) MILE AREA, as defined herein; and

C. Title 29, Article 20 of the Colorado Revised Statutes, grants broad authority to local governments to plan for and regulate development and the use of land within their respective jurisdictions, accomplishing such activities through public processes that respect, protect, and promote private property rights; and

D. Title 29, Article 20 of the Colorado Revised Statutes, authorizes and encourages local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by the joint and coordinated exercise of planning, zoning, subdivisions, building, and related regulatory powers; and

E. Pressures for growth and development in MUNICIPALITY and COUNTY indicate that the joint and coordinated exercise by COUNTY and MUNICIPALITY of their respective planning, zoning, subdivision, building and related regulatory powers in such areas will best promote the objectives stated in this CPA.

F. This CPA adheres to the objectives and Policies of the Weld County Comprehensive Plan, set forth in Section 22-2-40 of the Weld County Code and, in particular, UD.Goal 2., which encourages the establishment of intergovernmental agreements concerning growth areas with each municipality in Weld County.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings herein set forth, the parties agree as follows:

1. **PURPOSES AND OBJECTIVES.** The purpose of this CPA is to establish procedures and standards pursuant to which the parties will move toward greater coordination in the exercise of their land use and related regulatory powers within unincorporated areas surrounding MUNICIPALITY. The objectives of such efforts are to accomplish the type of development in such areas which best protects the health, safety, prosperity, and general welfare of the inhabitants thereof and to achieve maximum efficiency and economy in the process of development. However, any action taken pursuant to this CPA that pertains to any

land within MUNICIPALITY, for incorporated areas, and within COUNTY, for unincorporated areas, is subject to exclusive final approval by the governing body of MUNICIPALITY or COUNTY, respectively.

2. **DEFINITIONS.** For the purposes of this CPA the following terms shall be defined as set forth herein:

2.1 **DEVELOPMENT.** Any land use requiring regulatory approval by the elected governing body of the applicable party in the THREE (3) MILE AREA, except for an amendment to a plat or a down-zoning, neither of which creates any additional lots, and except for a Recorded Exemption or Subdivision Exemption. Existing agricultural uses, which are lawful uses, either as uses-by-right under the Weld County Code, or as legally existing non-conforming uses, are also exempt from the definition of "DEVELOPMENT."

2.2. **THREE (3) MILE AREA.** *The area as defined by Colorado Revised Statutes, C.R.S. 31-12-105.1.E.*

3. **PLANNING COORDINATION.** This CPA is intended to be a Comprehensive Development Plan adopted and implemented pursuant to C.R.S. § 29-20-105(2). Following the execution of this CPA by both parties, applications to COUNTY for DEVELOPMENT within the THREE (3) MILE AREA shall be processed and determined in accordance with the following:

3.1 **Referral.** COUNTY shall refer all proposals for DEVELOPMENT within the THREE (3) MILE AREA to MUNICIPALITY for its review and recommendation. Such referral shall include at least a copy of the written DEVELOPMENT proposal and preliminary COUNTY staff summary of the case. COUNTY shall allow not less than twenty-one (21) days for MUNICIPALITY to review the referral and furnish its recommendations to COUNTY staff prior to formulation of the COUNTY staff recommendation. If the MUNICIPALITY does not respond within such time, COUNTY staff may proceed with its recommendation, but any comment or recommendation from MUNICIPALITY received on or before the Thursday immediately preceding the meeting of the Board of County Commissioners or Planning Commission when the matter shall be considered shall be transmitted to the Board or Commission. If the MUNICIPALITY submits no comment or recommendation, COUNTY may assume it has no objection to the proposal. If MUNICIPALITY submits recommendations, COUNTY shall either include within its written decision the reasons for any action taken contrary to the same or furnish such reasons to MUNICIPALITY by a separate writing.

3.2 **Development Within THREE (3) MILE AREA.**

Upon receipt of any proposal for DEVELOPMENT within the THREE (3) MILE AREA then currently eligible for voluntary annexation to MUNICIPALITY, COUNTY shall, in writing, at time of a pre-application with the Department of Planning Services, notify the proponent of the opportunity for annexation. The Director of Planning Services shall, in writing, notify MUNICIPALITY's mayor and his or her designee of the proposal. MUNICIPALITY shall have twenty-one (21) days following contact by the proponent, which shall be documented in writing (with a copy of COUNTY), to notify COUNTY in writing that MUNICIPALITY and the applicant have agreed to the terms of a pre-annexation agreement. COUNTY shall not process any application until the completion of said twenty-one (21) days, or until COUNTY receives notification from the MUNICIPALITY that a pre-

annexation agreement between MUNICIPALITY and the applicant will not be pursued, whichever occurs sooner. If no such notification is received by COUNTY during said twenty-one (21) days, processing of the application shall continue by COUNTY to completion.

3.34 Mutuality of Impact Consideration. The parties recognize that decisions by one party regarding development may impact property outside of its jurisdiction. The parties agree that jurisdictional boundaries shall not be the basis for giving any greater or lesser weight to those impacts during the course of deliberations.

3.45 Referrals to County. MUNICIPALITY shall refer proposals for Development which lie within 500 feet of any property in unincorporated Weld County to COUNTY for its review and recommendation. Such referral shall include at least a copy of the written Development proposal. MUNICIPALITY shall allow not less than twenty-one (21) days for COUNTY to review same and furnish its recommendations to MUNICIPALITY. If COUNTY submits no comment or recommendation MUNICIPALITY may assume it has no objection to the proposal. If COUNTY submits recommendations, MUNICIPALITY shall either include within its written decision the reasons for any action taken contrary to the same or furnish such reasons to COUNTY by a separate writing. Where the DEVELOPMENT is proposed as part of an annexation of more than 10 acres, the provisions of this section shall be deemed satisfied by compliance by MUNICIPALITY with the Notice and impact statement provisions of the most current version of the Municipal Annexation Act then in effect. If any COUNTY recommendation of disapproval of a Development proposal within 500 feet of any property in unincorporated Weld County is based upon a conflict or incompatibility between proposed uses in the Development and existing or anticipated zoning classification for the property, to the extent legally possible MUNICIPALITY may approve the same if MUNICIPALITY finds (i) that no such conflict or incompatibility shall reasonably occur, or (ii) that suitable mitigation measures to be imposed by MUNICIPALITY as conditions of approval shall eliminate or adequately mitigate adverse consequences of incompatibility or conflict. COUNTY shall be given notice of, and may appear and be heard at any hearing or other proceeding at which MUNICIPALITY shall consider such issues.

4. IMPLEMENTATION OF CPA. Following the mutual execution of this CPA, each party shall promptly enact and implement such amendments to its existing regulations as may be necessary to give effect to the provisions of Sections 3. Each party shall have sole and exclusive discretion to determine such measures and any new ones enabling it to perform this CPA. Each party's land use regulations as referred to herein are ordinances whose amendment requires certain formalities, including notice and public hearings. The mutual covenants in this section and elsewhere to implement this CPA promptly are given and received with mutual recognition and understanding of the legislative processes involved, and such covenants shall be liberally construed in light thereof.

5. ESTABLISHMENT OF COMMON DEVELOPMENT STANDARDS. MUNICIPALITY and COUNTY shall, within one (1) year of the effective date of this CPA, attempt to agree to establish common development standards within designated areas, which may include areas within MUNICIPALITY's boundaries and/or within the THREE (3) MILE AREA. Common development standards should include, but not be limited to, roadways (types, widths, horizontal design, access and spacing) and drainage (on-site, off-site, discharge, easements, and regional facilities).

6. MISCELLANEOUS PROVISIONS.

6.1 **Severability.** Should any one or more sections or paragraphs of this CPA be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this CPA, the intention being that the various sections and paragraphs are severable; provided, however, that the parties shall then review the remaining provisions to determine if the CPA should continue, as modified, or if the CPA should be terminated.

6.2 **Termination.** This CPA shall continue in effect for a period of one year from the date first written above, and shall be renewed automatically thereafter for successive one (1) year periods. Notwithstanding the foregoing, however, either party may terminate this CPA by giving at least twelve (12) months' written notice thereof to the other party.

6.3 **Amendment.** Upon the request of either party, this CPA shall be subject to amendment according to the same procedures as the original adoption (requiring the written consent of the amendment by both parties and compliance with the procedures detailed in Sections 7.4 and 7.5 of this CPA).

6.4 **Adoption by MUNICIPALITY.** MUNICIPALITY shall at public hearing(s) consider this CPA for adoption upon written notification to landowners located within the THREE (3) MILE AREA and published notification of all other interested parties. MUNICIPALITY shall provide a complete record of such public hearing(s) to COUNTY for review prior to the start of COUNTY's adoption process detailed in Section 7.5, below.

6.5 **Adoption by COUNTY.** COUNTY shall, upon written notification to landowners located within the THREE (3) MILE AREA and published notification of all other interested parties, consider this CPA for adoption and amendment to Chapter 19 of the Weld County Code. In the course of such adoption process, COUNTY shall review the complete record of the public hearing(s) held by MUNICIPALITY wherein it considered this CPA for adoption. The effective date of this CPA shall be its effective date of amendment to the Weld County Code.

IN WITNESS WHEREOF, the parties have executed this CPA effective as of the date first above written.

ATTEST:
CLERK OF THE BOARD
Donald Warden

BOARD OF COUNTY
COMMISSIONERS OF
WELD COUNTY, COLORADO

Deputy Clerk to the Board

, Chairman

ATTEST:

MUNICIPALITY

Municipal Clerk

, Mayor



FUTURE TOWN BOARD MEETINGS

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

April 14, 2014 5:30 p.m.	Board/Manager/Attorney Monthly Meeting The Border Restaurant – 404 Main Street, Windsor
April 14, 2014 7:00 p.m.	Town Board Meeting
April 21, 2014 6:00 p.m.	Town Board Work Session CRC election question discussion Proposed water and sewer tap fees Town Board logistics Amendments to Windsor-Severance Highway 392 IGA
April 28, 2014 6:00 p.m.	Town Board Work Session Update from Colorado Municipal League – Sam Mamet, Director Parks/Public Works Space Needs Study
April 28, 2014 7:00 p.m.	Town Board Meeting
May 5, 2014 3:00 p.m. Windsong Estate, 2901 Saddler Boulevard, Fort Collins, CO	Town Board Work Session Strategic Planning
May 12, 2014 5:30 p.m./1st floor conference room	Board/Manager/Attorney Monthly Meeting
May 12, 2014 7:00 p.m.	Town Board Meeting Kern Board Meeting
May 19, 2014 5:30 p.m.	Town Board Work Session Strategic Planning
May 26, 2014	Memorial Day – Meeting Cancelled
June 2, 2014 6:00 p.m.	Town Board Work Session
June 9, 2014 5:30 p.m./1st floor conference room	Board/Manager/Attorney Monthly Meeting
June 9, 2014 7:00 p.m.	Town Board Meeting
June 16, 2014 6:00 p.m.	Town Board Work Session
June 23, 2014 6:00 p.m.	Town Board Work Session
June 23, 2014 7:00 p.m.	Town Board Meeting
June 30, 2014	Fifth Monday

Additional Events

April 22, 2014
April 29, 2014
May 12, 2014

Chamber of Commerce Annual Dinner
Advisory Board Appreciation Dinner
Recognition of outgoing Town Board Member Don Thompson

Future Work Session Topics

None