



**TOWN OF WINDSOR – CITY OF FORT COLLINS
JOINT MEETING**

November 2, 2015 - 6:00 p.m.

Dinner will be served



Poudre Valley REA Building, 7649 REA Parkway, Fort Collins 80528

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

This meeting will not be televised or recorded.

*There is no wifi available at the Poudre Valley REA Building.
Please load the packet onto your electronic device prior to the meeting.*

AGENDA

1. Introductions
2. Background on the question: "Shall the Fort Collins/Windsor IGA be amended to include auto dealerships?"
 - Confirmation from both Council and Board regarding understanding and background of the Windsor-Fort Collins IGA and CAC; what questions need to be answered?
 - Moreland request
3. Request by Town of Windsor for consideration by Tom Muth for CAC amendment to clarify the CAC term "mixed use residential"
4. Discussion by Town Board and City Council on CAC amendment requests and next steps



Planning, Development & Transportation Services

Community Development & Neighborhood Services
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MEMORANDUM

Date: October 22, 2015

To: Mayor and Councilmembers

From: Tom Leeson, Interim Community Development & Neighborhood Services Director 
Laurie Kadrich, Planning, Development & Transportation Director 

Through: Jeff Mihelich, Deputy City Manager 
Darin Atteberry, City Manager 

Re: Agenda Materials for the joint meeting with the Windsor Town Board regarding the proposed amendment to the Corridor Activity Center (CAC)

In response to the request by council members for any additional minutes from meetings in which the Corridor Activity Center (CAC) / I-25 -392 Interchange was discussed, staff researched CityDocs and was not able to find any additional minutes relative to the CAC.

Attached are materials regarding the Corridor Activity Center (CAC) for the forthcoming joint meeting with the Windsor Town Board. This is the same set of materials that was previously provided to the Windsor Town Board.

The attached materials are as follows:

- Town of Windsor/Fort Collins City Council Joint Meeting Agenda
- Request for Addition to CAC Uses, 5/12/15
- Conceptual Site Plan Ptarmigan Business Park
- Fort Collins/Windsor IGA, 2006
- CAC Area with Ownership
- Windsor/Fort Collins Joint Meeting Summary, 8/21/08 (Provided to City Council on October 1)
- Windsor/Fort Collins Joint Meeting Summary, 12/2/10 (Provided to City Council on October 1)
- Fort Collins/Windsor IGA Resolution. 1/11
- CAC Design Standards

The following materials have been submitted by Lucia Lily and Linda Ripley.

- Letter to Mayor and City Council, 10/8/15
- BCC Research & Consulting Report, 3/4/15
- Fort Collins LUC, C-G Zone District, CAC uses and Design Standards
- Windsor Municipal Code, CAC Uses and Design Standards
- Windsor Municipal Code, I-L and G-C Zone Districts

- Windsor Ord 2011-1402 re CAC, Staff Report, PC and TB minutes (Provided to City Council on October 1)
- Westgate Graphic Package, 9/1/15
- Medical Center Comparison
- YouTube link for flythrough video: <https://youtu.be/78i-b4K0sVs>

▪ LILEY, ROGERS & MARTELL, LLC ▪

ATTORNEYS AT LAW

May 12, 2015

Windsor Town Board
301 Walnut St.
Windsor, CO 80550

Re: Request for Addition to Corridor Activity Center Uses

Dear Board Members:

This firm represents the owners of Fort Collins Dodge Chrysler Jeep Ram, Tynan's Kia and Tynan's Nissan (referred to together herein as the "Auto Dealers"). Sean and Ed Tynan own Tynan's Kia and Tynan's Nissan. The Tynan's Nissan dealership has been located at 5811 South College Avenue in Fort Collins since 1986 and Tynan's Kia has been located at 2849 South College Avenue in Fort Collins since 1994. Doug Moreland owns the Fort Collins Dodge Chrysler Jeep dealership at 3835 South College Avenue in Fort Collins which has been in operation since the late 1970's.

All three of the Auto Dealers' businesses have outgrown their existing sites on South College Avenue years ago. Therefore, the Auto Dealers desire to cooperatively develop a multi-dealer automobile sales complex, together with adjacent pad sites, on a 52.81-acre vacant property (consisting of Parcel No. 86221-47-002 and Parcel No. 86220-00-003 and referred to herein as the "Westgate Site") located in the Corridor Activity Center ("CAC") southeast of the Interstate 25 and Highway 392 interchange in the Windsor town limits. DownsMore LLC, a Doug Moreland related entity, closed its purchase of the Westgate Site in January, 2015.

The automobile sales and service use desired by the Auto Dealers is not a permitted use in the CAC, and amendment of the list of permitted uses is only allowed by agreement of Windsor and Fort Collins. Therefore, on behalf of the Auto Dealers, I request that you consider an amendment to the list of CAC Permitted Uses to allow "automobile sales and service establishments, including used car lots" and that you recommend to Fort Collins the approval of an agreement to allow the same. We would request an opportunity to make a presentation to the Windsor Town Board regarding this proposal.

Windsor Town Board
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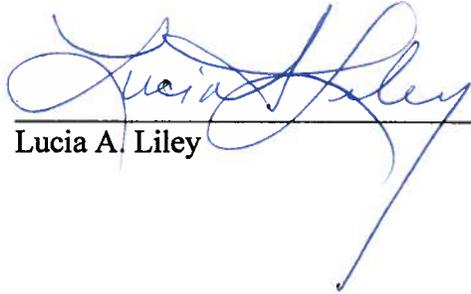
Please see the information in the attachment that is provided in support of this request, and feel free to contact me if you have questions or need additional information to evaluate this request.

Thank you.

Sincerely,

LILEY, ROGERS & MARTELL, LLC

By:



Lucia A. Liley

LAL/jpk
Attachments

Pc: Kelly Arnold, Windsor Town Manager
Ian McCargar, Town Attorney
Stacy Johnson, Windsor Director of Economic Development
Doug Moreland, Fort Collins Dodge Chrysler Jeep Ram
Mike Downey, Fort Collins Dodge Chrysler Jeep Ram
Sean Tynan, Tynan's Nissan and Tynan's Kia
Ed Tynan, Tynan's Nissan and Tynan's Kia
David Swanson, Tynan's Nissan and Tynan's Kia
Darin Atteberry, Fort Collins City Manager
Carrie Daggett, Fort Collins City Attorney
Jeff Mihelich, Fort Collins Assistant City Manager
Laurie Kadrich, Fort Collins Director, Planning, Development and Transportation
Josh Birks, Fort Collins Economic Health Director

Request for Addition to Corridor Activity Center Uses

The following information is provided in support of the Auto Dealers' Request for Addition to Corridor Activity Center Uses.

Background

On January 3, 2011, the Town of Windsor ("Windsor") and the City of Fort Collins ("Fort Collins") entered into the Intergovernmental Agreement Pertaining to the Development of the Interstate I25/State Highway 392 Interchange (the "Original IGA" for purposes of this request) wherein the municipalities (i) established the boundaries of the CAC; (ii) agreed to limit land uses in the CAC; and (iii) agreed to implement regulation of the land uses and specific design standards for the CAC by ordinances of their respective governing bodies.

In February 2011, Windsor adopted Ordinance No. 2011-1402 which added Division 3 to Article XIII, Chapter 17 of the Windsor Municipal Code. Division 3 included, at Section 17-13-390, the list of land uses (the "Permitted Uses") allowed in that portion of the CAC in Windsor and, at Section 17-13-410, the specific design criteria to be applied to all buildings, growth and development in the CAC (the "Design Standards"). In March 2011, Fort Collins, by Ordinance No. 036, 2011, amended Section 4.21(B) of its Land Use Code to adopt the Permitted Uses for the portion of the CAC in Fort Collins and, further, amended Article 3 of its Land Use Code to add the Design Standards for the CAC as Division 3.9.12.

Thereafter, in October 2012, Windsor and Fort Collins entered into a full amendment of the Original IGA, entitled the First Amended Intergovernmental Agreement Pertaining to the Development of the Interstate 25/State Highway 392 Interchange (the "IGA"). Pursuant to Section 3.1 of the IGA, Windsor and Fort Collins agreed that for a term of twenty-five (25) years, neither would repeal or otherwise amend their respective ordinances adopting the Permitted Uses for the CAC, except by written agreement approved by both Windsor and Fort Collins.

Zoning and Permitted Uses

The underlying Windsor zoning of the Westgate Site is Limited Industrial I-L District. Uses by right in the I-L District include a wide variety of light industrial uses (i.e. manufacturing, research, assembly, processing and fabrication, warehousing, storage, contractor businesses, automobile body repair, etc.). Uses by right in the I-L District also include any use permitted in Windsor's General Commercial GC District. Among the other commercial uses permitted in the GC District and thus permitted in the I-L District is "automobile sales and service establishments, including used car lots."

Windsor's approval of the Permitted Uses in the Original IGA and its subsequent incorporation of the Permitted Uses into the Municipal Code by Ordinance No. 2011-1402 effectively rezoned the CAC in Windsor: all uses by right of the underlying I-L District zoning and all but five of the

GC District permitted uses were prohibited; and seventeen new uses, none of which were previously allowed in either the I-L District or the GC District, were added to the CAC Permitted Use list. As a result, "automobile sales and service establishments, including used car lots", although specifically permitted as a use by right pursuant to Windsor's underlying zoning, have now been prohibited from developing in the CAC.

Windsor's Director of Planning described the process of defining the Permitted Uses as a "cooperative effort" of the staffs of Windsor and Fort Collins "to ensure that both sides of the interstate will be developed in a cohesive and consistent manner with appropriate land uses and high-quality design standards that are agreeable to both jurisdictions." (See attached Memorandum from Joseph P. Plummer, Director of Planning, to the Windsor Planning Commission dated February 3, 2011) In the Planning Commission's discussion of "other uses not shown in the property land use table," the Director of Planning stated that "because this is a living document if at a certain time the staff and boards of each city feel that it needs to be updated it can." It was reiterated that "if a use that is not on the list would like to develop within this corridor they will have the option of appearing before the Windsor Town Board and the Fort Collins City Council to request approval of the development." (See attached 2.3.11 Windsor Planning Commission Minutes)

The Fort Collins planning staff explained in its Problem Statement to the City Council when presenting the Permitted Uses and Design Standards for approval:

The purpose of the new gateway standards is to supplement existing standards of both jurisdictions and raise the bar in design quality of this highly visible gateway. The selected allowable land uses are not as broad as found in the Commercial zone and are intended to support intensive, mixed-use commercial projects, without impeding potential new development near the Interchange.

The planning staff's Proposed Solution Overview stated:

The permitted uses allowed in the C.A.C. sub-district will be more restrictive than the otherwise allowed in the General Commercial District such as along South College Avenue. This recognizes the high value placed on such a prominent location.

In its Overview of the proposed changes, Fort Collins planning staff states:

The Purpose of the proposed land uses and design standards outlined above would:

*Establish cohesiveness with commercial development on both sides of the interstate.
Raise the bar above existing standards to contribute to establishing a unique sense of place at a highly visible gateway location.*

Promote commercial mixed-use development that will establish an attractive quality gateway, while contributing a portion of the cost for reconstruction of the interchange.

See attached Agenda Item Summary to Fort Collins City Council dated March 1, 2011.

It is clear from the available written documentation that the Permitted Uses and Design Standards were meant to go hand-in-hand with the intent of the Design Standards to ensure quality-designed, attractive gateway development as desired by both Windsor and Fort Collins. Absent from the available written documentation of either jurisdiction, however, is the explanation of why automobile sales were excluded from the opportunity to develop in accordance with the Design Standards when other uses with similar visual and operational characteristics continue to be allowed. It is the opinion of the Auto Dealers that automobile sale and service establishments is a use that meets the intent and planning purposes for this area, can be quality-designed and attractive and will promote potential new development in the CAC.

Also of note is that the I-25/SH 392 Interchange Improvement Plan prepared by Windsor and Fort Collins in 2008 states that this area has been targeted for gateway-type commercial development by Windsor since at least the Windsor 2006 Comprehensive Plan, that the zoning has been consistent with that goal since at least 2006, and that the IGA and the Permitted Uses and Design Standards have implemented the long-term goals of the CAC – with the exception of the removal of “automobile sales and service establishments, including used car lots” from the allowed uses in Windsor.

Reason for Request

Automobile dealerships operate pursuant to agreements with the manufacturers they represent. In this situation, six different brands are represented by the Auto Dealers: Nissan, Kia, Chrysler, Jeep, Dodge and Ram. For each, the manufacturer assigns a market area or primary trade area in exchange for the dealership’s right to represent the manufacturer’s brands. Automobile manufacturers spend a considerable amount of time and money researching dealer locations, competitors’ locations, buying patterns, growth trends, accessibility, visibility and marketing trends. Based on their market studies, manufacturers evaluate current dealership locations and characteristics and define preferred locations and requirements for nearly every aspect of the dealership including, but not limited to, lot size, office space, showroom size, number of cars displayed, service and parts square footage, number of service bays, and customer parking. Some even set architectural requirements and recommend energy efficient measures to enhance sustainability.

Since its opening in 1986, Tynan’s Nissan has increased its inventory by 500%. Likewise, inventory at Tynan’s Kia has grown 300% since 1994, and inventory and sales volume at Dodge Chrysler Jeep had increased 400% just since 2009.

Several factors are driving this inventory growth. Lifestyle changes have resulted in people owning more cars today. The Colorado lifestyle also contributes, in that many families own an SUV to get around in the mountains for skiing in the winter and camping in the summer. Often these families will own a second vehicle that gets better gas mileage for in-town driving. With cars becoming more fuel-efficient and more environmentally friendly, the Auto Dealers do not

expect this trend to change. Regardless of one's views on automobile usage, these are facts and the subsequent need for these dealerships at centrally located and convenient sites is consistent with good urban planning.

Now that electric cars are gaining market share there is even more need to offer a variety of vehicle choices to the consumer. For example, the battery-operated Nissan LEAF is affordable and is expected to gain popularity as charging facilities become more convenient.

The average age of automobiles in the United States is eleven years. This is partially due to the fact that many consumers delayed buying new cars during the recent recession. Now that the economy is growing again, people are again buying cars. Light vehicle sales have doubled since 2010. New safety features, blue tooth capability, better gas mileage and lower interest rates have all fueled the demand for new vehicles. At the same time people are keeping their old cars, resulting in an increased need for servicing and repair.

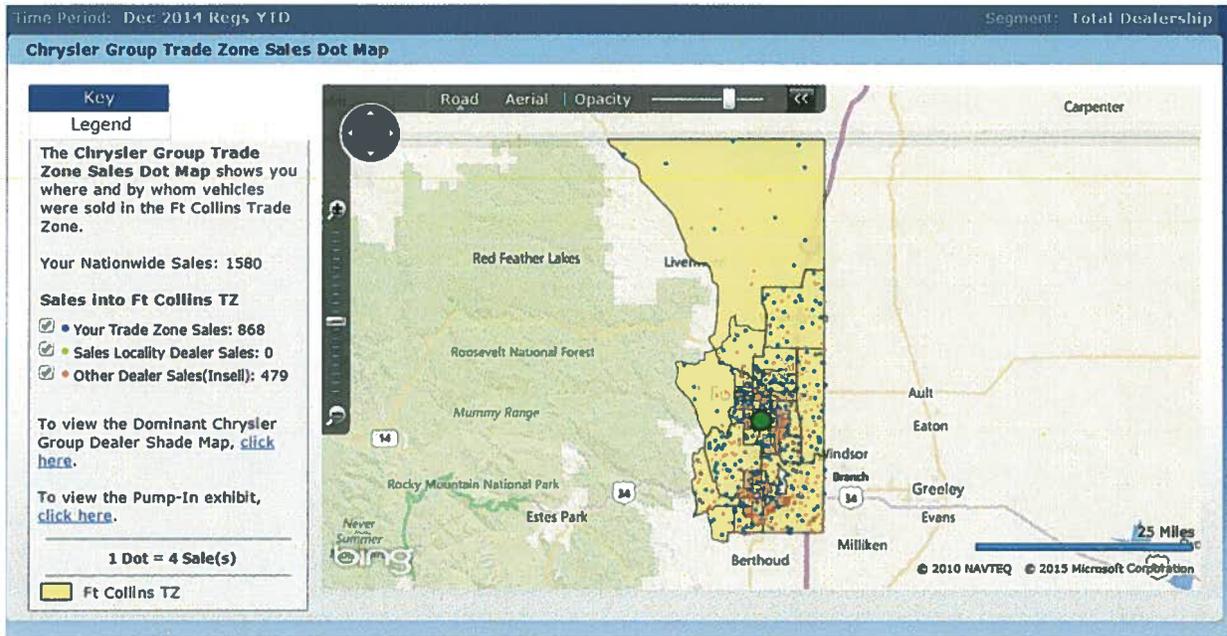
The growth of the auto industry and the success of the Auto Dealers' businesses means that current sites and facilities are inadequate. According to its manufacturer, Tynans needs twice the acreage it currently has to accommodate additional space to display new vehicles and used vehicles, space for employee and customer parking and additional building area for servicing vehicles. The existing 14,000 square foot building is inadequate; the manufacturer recommends 24,000 square feet. Tynan's Nissan has only six service bays when twelve are needed to meet servicing demands, causing inconvenience and delay for customers resulting in loss of business. In addition, the service bays are outdated and not sized adequately to handle the larger vehicles that exist in today's market. Similarly, the KIA manufacturer requires its dealers to upgrade their facilities to match expected sales volume, which means that Tynan's KIA is approximately one-half the size required by its manufacturer.

Fort Collins Dodge Chrysler Jeep, is also feeling the pinch of keeping up with the demand for increased auto sales and service while still maintaining a visually attractive, convenient, safe and efficient site operation. Its existing site and building are too small, and do not meet industry standards for energy efficiency and quality customer service. For a dealership of this size, the manufacturer deems the current facilities to be "not competitive for the market."

Relocation options are driven by a variety of factors: manufacturer requirements, zoning, site availability, and site suitability. The Tynans have spent eight years and a considerable amount of money searching - without success - for a suitable site in Fort Collins that would accommodate their expansion plans. Doug Moreland and his team have also scoured Fort Collins for a site that could serve their needs with the same results. Most of the potential relocation sites were eliminated from consideration based on more than one of the applicable factors.

The College Avenue corridor in South and Midtown Fort Collins has been exhaustively searched because of the area's General Commercial G-C zoning that would permit "vehicle and boat sales and leasing establishments with outdoor storage." Of the numerous sites researched,

The Westgate Site offers high visibility to local and regional shoppers, easy access from Interstate 25 and is large enough to accommodate appropriately sized vehicle display areas, show rooms, offices, service operations and customer parking for all of the dealerships as required by the manufacturers. The location is centrally located to the Northern Colorado market. In fact, as the map below illustrates, the Westgate Site is centrally located within the Chrysler Group trade zone that includes Chrysler, Dodge, Jeep and Ram, and the Nissan and KIA trade areas cover approximately the same area.



Furthermore, the physical aspects of the site are compatible with the development of auto dealerships. The site is relatively flat and is not constrained by wetlands or wildlife habitat. The 52.81 acres of land available at this location is large enough to accommodate all of the Auto Dealers' businesses and additional property will be available to accommodate secondary uses that will complement and/or support the auto dealerships. While manufacturers have the authority pursuant to their agreements with dealerships, to reject a proposed relocation site, all of the manufacturers represented by the Auto Dealers except Nissan have expressed verbal approval of the Westgate Site for relocation. In fact, the Dodge, Chrysler, Jeep, Ram manufacturer assisted in the site selection process for the Westgate Site and representatives have visited the area on several occasions. Relocation of the dealerships to the Westgate Site is supported by the manufacturers (with the exception of Nissan) as one of the two best possible locations that will ensure continued access to their brands by a regional market and the success of the dealerships.

Economic Impact

According to The National Association Auto Dealers (NADA), new car and truck dealerships are home town employers that drive the American economy. Ninety percent (90%) of dealerships are privately owned small businesses and many are run by families. Nationwide, dealerships

are responsible for 1 million jobs in sales, servicing and marketing and they drive job creation in finance, construction and broadcasting to the tune of another 2 million jobs nationwide. In addition, dealerships produce healthy competition for pricing and financing, and accountability on warranty and recall issues.

In Colorado, auto dealerships employ an average of 57 people with the total number of Colorado employees in 2013 being 16,756 and the average wage of those employees being \$55,000/year with benefits and opportunities for development. In addition, there are another estimated 20,880 indirect jobs (suppliers, vendors, etc.) and induced jobs (from directly affected businesses such as restaurants, gas stations, etc.) statewide related to Colorado dealerships as of 2013.

In order to assess the potential economic and fiscal impacts of the proposed development of the Westgate Site, the Auto Dealers contracted with BBC Research & Consulting ("BBC") which generated a report of its analysis and projections on March 4, 2015 (the "Economic Analysis"). The Economic Analysis reports both short term and long term economic benefit to Windsor and Fort Collins. (See attached copy)

Short Term Economic Impact

Utilizing standard methodologies, available data, reasonable development assumptions provided by the Auto Dealers and two scenarios for the commercial pad development adjacent to the auto dealerships (all as outlined in detail in the Economic Analysis), BCC determined that Windsor would benefit fiscally in the short term from the one-time collection of construction use tax, capital expansion fees, permit fees and a fee negotiated by Windsor and Fort Collins.

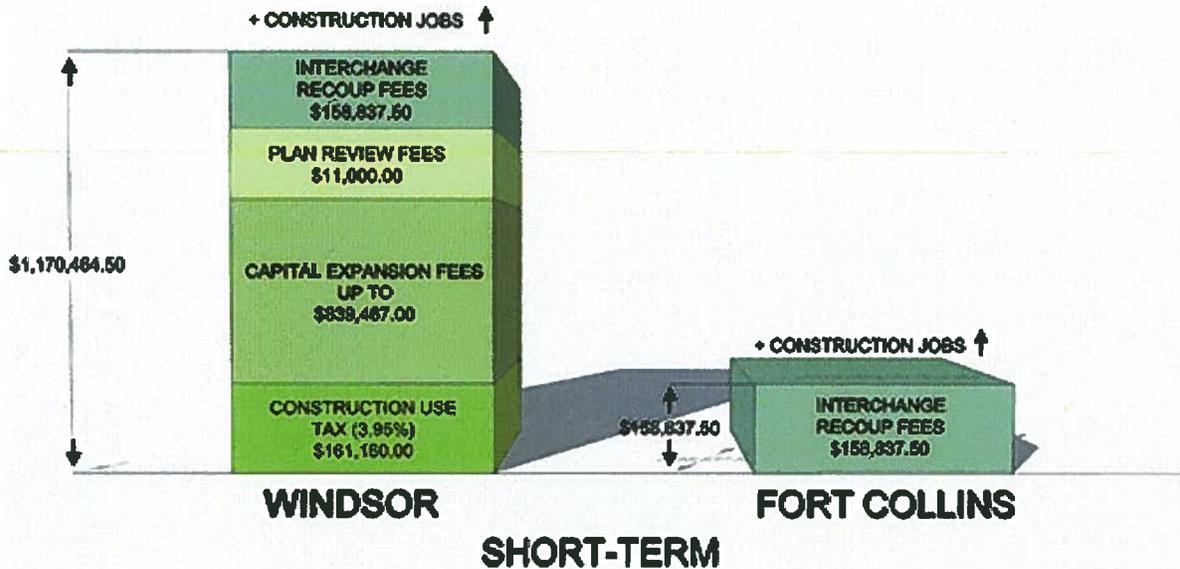
Construction use tax of 3.95% on the market value cost of construction materials, which BBC assumed to be 40% of the overall cost to construct the project, would generate an estimated \$161,160 in use tax revenue for Windsor. The use tax collected would benefit both Windsor's Capital Improvement Fund (3% or \$122,400) and the Community and Recreation Center Fund (.95% or \$38,760).

Windsor also assesses capital expansion fees on new development which, according the Economic Analysis, would generate an estimated \$833,107 to \$839,467 for full development of the Westgate Site, in sewer plant investment fees, water plant investment fees, storm drainage fees and road impact fees – all of which are represent important revenue sources for Windsor's capital improvements.

Development of the Westgate Site will also initially generate building, electrical and plan review fees of approximately \$11,000 for the full development.

In addition to the Town's standard development-related fees, it will collect, pursuant to the two Agreements Concerning the Funding of a Certain Portion of the Cost of the Improvements to the Interstate 25/Colorado State Highway 392 Interchange dated December 27, 2012 between

Windsor and Poudre Valley Health Care, Inc., the prior owner of the Westgate Site (the "Settlement Agreements"), one-time fees of \$127,828 and \$189,847 (a separate fee for each of the two properties that make up the Westgate Site) for the purpose of helping recoup contributions to the interchange improvements by Windsor and Fort Collins. This means that construction of the proposed multi-dealer automobile sales complex will trigger payment of a total of \$317, 675 into the Fee Revenue Fund established pursuant to the IGA for annual disbursement in equal amounts (\$158,837.50) to Windsor and Fort Collins.



Finally, it is estimated that development of the Westgate Site with the three auto dealerships alone will require up to 400 construction jobs for a period of 15 to 18 months.

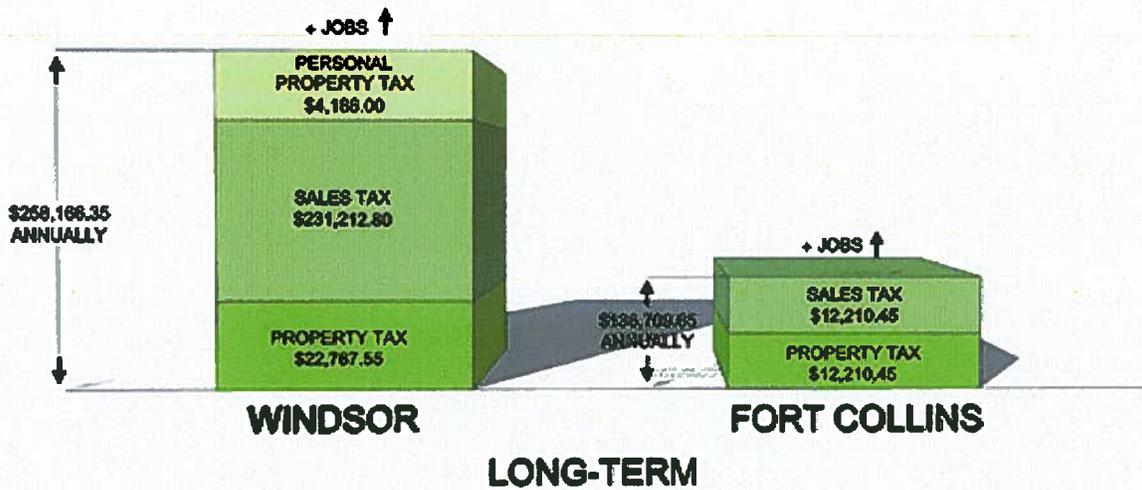
Long Term Economic Impact

BBC estimates that development of the vacant Westgate Site will increase the assessed value of the real property from \$833,920 to approximately \$3,733,911, increasing property tax revenue to the Town from \$10,032 to approximately \$44,919 (an increase of approximately \$34,887 annually). Development of the property with new sales tax generating uses will also result in approximately \$256,962 to \$355,712 in sales tax revenue (based on parts sales at the auto dealerships and estimated sales tax revenue for retail or retail/office pad sites) being collected by Windsor, 100% of which is new sales tax.

Pursuant to the Intergovernmental Agreement Amending Certain Provisions of the First Amended Intergovernmental Agreement Pertaining to the Development of the Interstate 25/State Highway 392 Interchange dated May, 2013 between Windsor and Fort Collins (the "Amended IGA"), Windsor will retain 65% of the net new revenue generated by real property taxes and 65% of the net new revenue generated by sales tax (i.e. the Property Tax Increment and the Sales Tax Increment), with the remainder of the increment being transferred to Fort

Collins following the close of each fiscal year. Based on BBC's estimates of the increases in assessed values and property tax revenue, Windsor will retain approximately \$22,676.55 annually of the Property Tax Increment. In addition, Windsor will retain in the range of \$167,025.30 and \$231,212.80 of the Sale Tax Increment. As to Fort Collins, it will benefit financially in perpetuity in amounts equal to 35% of the Property Tax Increment and 35% of the Sales Tax Increment generated by development in the Windsor portion of the CAC.

Since taxes on personal property generated within the CAC are not subject to the share back provisions of the Amended IGA, Windsor will retain 100% of the personal property taxes, which BBC estimates to be approximately \$3,663 to \$4,186 annually.



Development of the Westgate Site as a multi-dealer automobile complex will keep these long-term local businesses close to home, retaining existing employees, adding jobs with high wages, benefits and opportunities for advancement, and promoting stability for its workforce. In addition, it is expected that the expansion of the dealerships will produce additional jobs in the servicing, marketing and finance sectors.

Finally, both Fort Collins Dodge Chrysler Jeep and Tynan's Kia are located in Midtown of Fort Collins, a key portion of the College Avenue commercial corridor, spanning slightly over three miles from Prospect Road on the north to Fairway Lane on the south. A significant portion of College Avenue, the Mason Corridor and new MAX Bus Rapid Transit (BRT) line has been a priority area for Fort Collins, as it has recently been the focus of community attention and investment and is collectively defined as the "community spine" in City Plan (2011).

"The 'community spine' shall be considered the highest priority area for public investment in streetscape and urban design improvements and other infrastructure upgrades to support infill and redevelopment and to promote the corridor's transition to a series of transit supportive, mixed-use activity centers over time."

As these dealerships leave Midtown Fort Collins, several acres of developable land and a significant stretch of College Avenue street frontage will become available for redevelopment. It is our opinion that this will benefit Midtown Fort Collins by creating space for residential and commercial projects that will be a better design fit for the transit corridor and help achieve the Fort Collins' vision for Midtown. Currently, the surrounding land use densities are below nationally accepted thresholds for adequate support of high frequency transit. Redevelopment of auto dealership sites can help increase ridership and help both the MAX and Midtown Fort Collins become more vibrant and successful.

Ancillary Benefits

An ancillary benefit of a visible, attractive and successful development in the CAC is the likelihood that it will spur additional development in the CAC, the majority of which is now undeveloped or suffering from high vacancy rates, stimulating the regional and local economy. A vibrant economy brings consumer confidence and in turn more investment in the success of local businesses. According to data provided by the Auto Dealers, customers travel throughout the western United States for automotive purchases. With customers traveling from as far away as North Dakota, it is assured that many will lodge, eat, shop and recreate in Windsor and Fort Collins, bringing additional economic benefits to the Windsor and Fort Collins communities.

Compliance with I-25 Corridor Standards and CAC Design Standards

Ripley Design, Inc. has prepared a conceptual master plan for the Westgate Site which is attractive, well planned and innovative (the "Concept Plan"). Note on the Concept Plan that the existing Westgate Drive is proposed to extend south through the Westgate Site as a four-lane arterial with Nissan, Kia, Dodge, Chrysler, Jeep and potentially other dealerships located on the west side of Westgate Drive facing I-25, and with additional commercial uses proposed for the approximately 11 acres of remaining developable land on the east side of Westgate Drive. Restaurants, retail, office, and/or hotels are all possible additional uses. Careful attention has been paid to building orientation, transportation modes and visual quality in the Concept Plan and, as described in detail below, the Concept Plan addresses both of the required standards: the Design Standards for Activity Centers in the I-25 Corridor Plan and the Design Standards for the CAC.



I-25 Corridor Plan: Design Standards for Activity Centers

Circulation and Access

Care has been taken to assure an integrated transportation system for vehicles, bicycles and pedestrians throughout the Concept Plan area. Upon leaving the existing Westgate Center, a roundabout is proposed instead of a four-way stop. Ripley Design, Inc. and the Auto Dealers believe the roundabout will operate more safely and efficiently than a signalized intersection. The continuation of Westgate Drive would also include bicycle and pedestrian improvements that meet the Town's standards as well as those contained in the I-25 Corridor Plan.

The automobile dealerships located on the west side of Westgate Drive are oriented along a street-like private drive referred to herein as "Main Street". Each dealership faces Main Street, encouraging customers to walk or bicycle along the street while deciding which dealership they

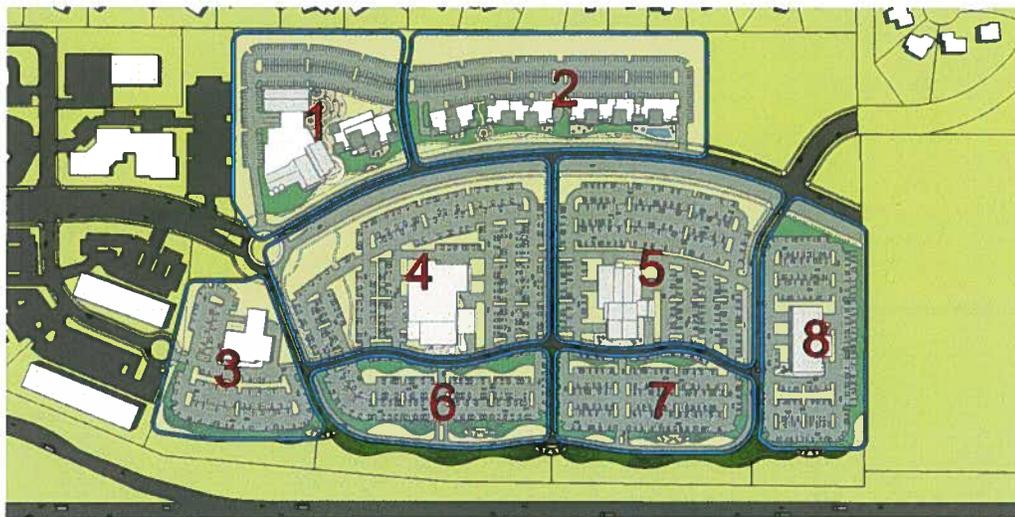
want to visit. The street is designed with detached sidewalks, canopy shade trees and activity nodes. Periodically, the pedestrian walk widens out to allow space for vehicle display, benches/seating, bike parking, food carts, special events and entertainment; these are the kinds of activities that enliven a street and makes it an enjoyable place to be.



Each dealership building will contain a showroom and office space and most will also include a parts and servicing department. Each building is surrounded by customer parking, employee parking, new car inventory and a used car sales area. Continuous walkways provide connections to and between building entrances, parking, adjoining public streets and adjacent land uses. Sidewalks are a minimum of five feet wide and cross walks are provided where pedestrians cross public streets or well-traveled street-like private drives.

Development Pattern/Site Layout

The dealerships are arranged to the degree possible as a series of walkable blocks with detached sidewalks and street trees. See Concept Plan inserted below. These small-scale, urban blocks help create the pedestrian-oriented environment that is reflected throughout the Activity Center. The block pattern provides connectivity between uses, encourages pedestrian and bicycle activity and enhances vehicular mobility. As mentioned above, each dealership building will face the north/south Main Street that connects the dealerships. A series of smaller blocks are arranged off of Main Street to define different sales areas and to provide direction to the customer. The block pattern enhances customer convenience and safety.



Parking

Auto dealerships need parking in the usual sense for employees and customers and, in addition, space is required for displaying vehicle inventory for sale - the merchandise of the store. Parking lots and vehicle display areas are similar in many ways, in that they require an efficient, safe, convenient and attractive design for both employees and customers. However, unlike the parking lots, the vehicle display areas are intended to be highly visible, not screened from view, and pedestrians or customers are encouraged to meander among the vehicles. Despite these differences, the proposed vehicle sales areas are planned to meet the design guidelines intended for parking lots.

Parking areas are distributed on all sides of the buildings with no more than 50% between the building and the adjoining street. Perimeter parking areas are buffered from adjacent public streets by a 3-foot high berm, a 3-foot high hedge, a 3-foot high fence/wall or some combination of these methods. Continuous parking spaces are limited to 20. Landscape islands are 9-feet wide and include canopy shade trees.

Building Design/Character

Given that it has not been determined whether or not auto dealerships will be added to the list of permitted uses in the CAC, the buildings for the various dealerships hoping to relocate to the Westgate Site have not been designed beyond the conceptual phase. Modern auto dealership buildings are architecturally exciting, utilize high quality materials and are visually interesting. Many manufacturers recommend measures to make their facilities more sustainable and energy efficient. The use of 'green' materials and energy efficient fixtures is a big part of their design scheme.

In general, auto dealership buildings are designed to be customer-oriented, attractive and energy efficient. The Auto Dealers are confident that they will be able to meet the I-25 Corridor Plan: Design Standards for Activity Centers for building height, roof form and façade treatment. It is also understood that since all sides of the buildings will be visible from a public right-of-way, all building facades will need to display a similar level of quality and architectural finish.

Landscaping

Landscaping is a visible indicator of quality development and is particularly important at gateways and in activity centers. The Concept Plan proposes to use landscaping to visually tie the auto dealerships together by accenting entry ways, creating a recognizable pattern of street trees, enhancing the appearance of buildings, screening service areas and creating an attractive environment for vehicles and pedestrians. Water-wise, xeriscape principles will be used throughout.



A minimum of 20% of the site area will be reserved for landscaping that will include a variety of trees, shrubs, flowering species, and/or groundcovers selected for hardiness, drought tolerance and year-round interest. Plant material will meet or exceed the minimum size requirements established in the I-25 Corridor Plan design standards. Accent materials that may include masonry, stone, steel or wood will be utilized to create an overall theme and create visual continuity.

The Auto Dealers are committed to meeting the baseline I-25 Corridor Plan standard requiring one tree for every 35 linear feet of street frontage along adjacent and internal streets. The Concept Plan proposes an 80-foot landscaped setback adjacent to the I-25 right-of-way. Informal clusters of canopy trees, ornamental trees, evergreen trees and shrubs are used to enhance the appearance of the vehicle display areas without completely screening them from view. A minimum of one tree and 10 shrubs per 25 lineal feet of frontage will be provided.

Service Areas, Outdoor Storage and Mechanical Equipment

The Auto Dealers propose to orient the front of their dealerships to I-25 in order to present an attractive and recognizable image to motorists on the Interstate. At the same time, they intend to project a positive and engaging appearance along Westagate Drive, the adjacent internal arterial street. In order to do both, service areas will need to be well screened and not visually intrusive. All loading docks, service areas and mechanical equipment will be screened with plant material and/or architecturally compatible screen walls. Likewise, telecommunication equipment will be carefully designed to avoid being visually intrusive.

Fencing and Walls

Fences and/or walls may be used for screening and for security reasons. The typical chain-link fence enclosures of the past are not envisioned here. Fencing will be compatible with the architecture and visually integrated into the landscape. Opaque walls taller than 3 feet in height will be setback at least 6 feet from the back edge of public sidewalks. The setback area will be landscaped with trees and shrubs to reduce the visual prominence of screen walls. The maximum length of walls without a visual break will be 40 feet and fence/wall height will be limited to a maximum of 6 feet in height.

Signage

On-site identification signage will consist of ground mounted signs that complement the architecture of the buildings. The signs will convey information, provide direction and act as unifying elements in the landscape tying all the dealerships together visually. Consistent design elements such as size, scale, architectural materials, colors and lettering style will be utilized to create visual continuity and convey quality. Billboards, pole mounted, roof signs and flashing signs will not be allowed and no sign will exceed 14 feet in height along I-25 or 12 feet in height along all other streets.

The Auto Dealers also hope to use CDOT's Specific Information and Business Signs Program to convey information to motorists on I-25.

Design Standards for the CAC

The Design Standards for the CAC address minimum levels of masonry, roof design, building height (maximum 90 feet) and sign standards. The criteria are similar to or less onerous than the I-25 Corridor Plan design standards. The Auto Dealers propose to meet or exceed all such criteria.

Lighting

While site lighting is not addressed in the I-25 Corridor Plan or in the Design Standards for the CAC, it is an important element of the Concept Plan. Proposed lighting is intended to meet the functional, safety and security needs of the dealerships and their customers without adversely affecting adjacent properties or neighborhoods, reduce light pollution, and promote protection of the night sky.

Above ground lighting is expected to be 25-30 feet tall with light sources that are concealed or shielded so as to minimize uplight, spill-light, glare and unnecessary diffusion on neighboring properties. The style of the light fixtures will be consistent with the style and character of the proposed architecture.

Conclusion

In terms of visual impact, there are remarkable similarities between big-box retailers, major employers (both of which are allowed in the CAC) and auto dealerships. All three include one or more large buildings surrounded by parked vehicles, and all can be designed to comply with the applicable design standards and contribute to achieving the intent of the CAC: quality designed and attractive development that establishes a unique sense of place at the gateway to Windsor and Fort Collins. The auto dealerships, if permitted, would not only add to the mix of uses in the existing Activity Center, but would also increase activity, draw regional shoppers and generate excitement that will spur additional intense, commercial mixed-use development at this gateway interchange in the CAC.

**Tom Muth
Windsor Investments Ltd., LLC
JBT Associates, LLC
1901 West Kettleman Lane, Suite 102
Lodi, CA 95242**

October 21, 2015

Mr. John Vasquez, Mayor
Mr. Myles Baker, Board Member
Mr. Christian Morgan, Board Member
Mr. Jeremy Rose, Board Member
Ms. Kristie Melendez, Board Member
Mr. Robert Bishop-Cotner, Board Member
Mr. Ivan Adams, Board Member
Town Board
Town of Windsor
301 Walnut
Windsor, CO 80550

Dear Mayor and Town Board:

Thank you again for your consideration at the Monday study session. I appreciated the chance to explain our position that single family residential is and should be allowed as part of an overall integrated mixed use development within the Corridor Activity Center ("CAC"). We believe our concept for the northeast corner of I-25 and 392 fits well within the current framework and provides direct economic and lifestyle benefits for the community. As such, as a follow up, with this letter we hereby request that you present to Fort Collins our request for an interpretation of the CAC which allows for developments that include single family, as we have proposed, or an amendment to the IGA if you and Fort Collins agree that is necessary.

Our concept will create a vibrant, successful retail and commercial center, rooted in today's economic realities. In the past, lack of an interchange was an obstacle to development efforts. Unfortunately, even after completion of the interchange, efforts to attract significant retail continue to be unsuccessful. As you know, Costco chose to locate in Timnath, Starbucks declined Windsor because of limited local economic activity, and other large retailers have opted for established retail centers.

Because other established retail centers already have anchor tenants, critical mass, and established customer patterns, we propose a different approach. One size does not fit all, and so our concept is a town-center, mixed-use approach that will uniquely fit Windsor. The design provides a smooth transition from I-25 to intensive retail and commercial, then to multi-family housing, and finally to single family homes that blend with the existing

Ptarmigan development to the east. The housing supports retail, while the retail makes the housing more attractive. I estimate that our approach can support approximately 380,000 square feet of retail and commercial, as well as multi-family housing and some single family housing. In addition, the land immediately north of 392 can support another 220,000 square feet of residential or commercial.

Attached to this letter is a drawing of the overall concept and existing development patterns.

This concept would bring real benefits to both Windsor and Ft. Collins. Its success will catalyze development within the CAC – particularly east of I-25. Conservatively, the project will generate \$26 million in in tax revenue over twelve years, after infrastructure costs, CAC development fees, and other expenses. And there are real lifestyle benefits: a vibrant neighborhood center, dining and entertainment choices, affordable multi-family homes, and all housing comfortably located more than a quarter mile from I-25 and well north of 392.

Single-family homes play a critical part at this location. A limited number of strategically – located single family homes will buffer new development from existing single family homes, help absorb infrastructure costs, and drive down development risk. They also generate immediate retail demand and help launch the project by attracting initial retailers, such as Starbucks. But continuing to insist on uniformly higher density is not realistic in this market and for the foreseeable future. It also will create real problems, because neither traffic access nor sewer can support it. Thus, a development with only retail and multi-family would confront much steeper infrastructure costs to reconfigure traffic access and upsize sewer capacity.

The time to move on this project is now. Other retail centers are not sitting on their hands. Meanwhile, developers are interested in this approach and I personally am willing to contribute my own resources to the project. Most importantly, we have a window where the capital markets still support retail development and where the housing market in Northern Colorado remains healthy. Through hard experience, we've learned that can change.

I fully understand your practical and legal concerns about single-family housing. Again, we believe that single family housing fits within the plain language of the CAC.

As you know, Windsor entered into the CAC IGA in 2011, and later codified it in the subdivision, not the zoning, code. The permitted uses in both the IGA and the subdivision code expressly include two types of residential development: “mixed use residential” and “multi-family mixed use.” Neither the IGA nor the code defines these terms, but the term “mixed use residential” must include single family residential development for at least three reasons. First, land use professionals and the planning community generally recognize the term “mixed use residential” to encompass a variety of commercial and residential uses within the same land plan, and single family residential

development is often included in mixed use residential development.

Second, “mixed use residential” and “multi-family mixed use” must mean different things, as each is listed as a separate, permitted use. But if “mixed use residential” only includes multi-family residential development, then it would improperly mean the exact same thing as “multi-family mixed use.” Only one rational distinction between these two terms exists: “mixed use residential” includes single family detached residential development, while “multi-family mixed use” does not.

Third, although neither the Town subdivision nor zoning code defines mixed use residential, the Windsor zoning code includes a “Residential Mixed Use” (RMU) zone district. Both terms use the same three words, just in a different order. Section 16-24-40 of the Town’s zoning code expressly allows single family homes, even establishing lot, area and height requirements. It is therefore reasonable to conclude that the nearly identical language in the IGA similarly allows single family residential development.

As a representative of land owners whose property rights are potentially impacted by the IGA, we feel we are entitled to interpret the permitted uses based on the plain language, common usage, and the Town’s use of a similar term in its own zoning code. Nothing in the IGA provides a land owner like me with notice that single family residences are excluded from the CAC. And the Town could have easily made clear its intent to exclude single family homes by including a provision that explicitly excluded single family residences. Nothing like this appears in the IGA, and representatives of the Town over the years have verbally confirmed to Windsor Investments that we retained flexibility to include some level of single family residential development.

Moreover, if the Town had wanted to establish a rule prohibiting single family development from the CAC, the proper way to have accomplished that would have been to amend the Town’s zoning map and amend the zone district in which the CAC is located. In order to accomplish that, the Town would have been required to provide notice by posting, mail, and publication to residents of the Town and particularly to provide to the affected land owners (Town Code §§ 16-5-10, 16-31-10), and provide an opportunity to the land owners to comment on the permitted uses (§16-4-60). The Town did none of this.

In addition to a straightforward legal analysis, our approach to allowing single family homes as part of an integrated, mixed use development meets the intent and addresses the concerns behind the CAC. First and foremost, our approach places both multi-family and single-family housing more than a quarter mile from I-25 and well away from 392, consistent with the goals of the I-25 Corridor Plan. Second, single-family housing fits within current development plans and patterns north and south of the property. Third, it provides a smooth transition between retail and multi-family to the west, and existing single-family homes to the east. And finally, even though the single-family homes play a critical role in kick-starting development, their numbers are limited, thus preserving the majority of the property for retail and commercial development.

Finally, Windsor and Ft. Collins can find an alternative way to interpret the CAC to allow single-family homes. For example, even if you decide to treat "Mixed Use Residential" in the CAC as fundamentally different than "Residential Mixed Use," in the Windsor Code, the CAC term "Mixed Use Residential" could comfortably be interpreted to allow single family homes that are located more than a quarter mile from I-25, and more than an eighth of a mile from 392. This preserves the commercial nature of the CAC, ensures that residents won't continually hear traffic noise from I-25 or 392, and fits existing development patterns.

We understand that this concept may be new to you and to the Fort Collins City Council members. Accordingly, I respectfully ask to make a brief presentation at your joint meeting with Ft. Collins on November 2, 2015. We can efficiently provide an overview, and we welcome a chance to directly address concerns voiced by Fort Collins officials.

Our team is enthusiastic about the possibilities. I've owned this property in part or whole for almost 30 years, and it's been a real challenge to develop. But we now have a unique approach that will succeed both today and tomorrow. I look forward helping improve the community.

Sincerely,

A handwritten signature in blue ink that reads "Tom Muth by wfb". The signature is written in a cursive style.

Tom Muth

cc: Ian McCargar, Esq., Town Attorney
Kelly Arnold, Town Manager
Scott Ballstadt, Director of Planning
Scott Gessler, Esq.
Carolynne White, Esq.
Wayne Forman, Esq.



ATTACHMENT A
CONCEPTUAL SITE PLAN
10.19.15



ATTACHMENT B

ZONING MAP
10.19.15

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 22nd day of March, 2006, by and between THE TOWN OF WINDSOR, a Colorado home-rule municipality, hereinafter referred to as "Windsor," and the CITY OF FORT COLLINS, a Colorado home-rule municipality, hereinafter referred to as "Fort Collins."

WITNESSETH:

WHEREAS, the Windsor Town Board and the Fort Collins City Council have recently participated in discussions concerning potential benefits that would result from a cooperative agreement regarding land use and development in that area of Interstate 25 Corridor where it intersects with Colorado State Highway 392; and

WHEREAS, Windsor and Fort Collins are both signatories to the I-25 Corridor Plan and are committed to regulating development in accordance with that plan; and

WHEREAS, growth and development pressures and demands for municipal services exist in the area in question where both municipalities have designated territory within their respective urban growth boundaries (UGB); and

WHEREAS, Windsor and Fort Collins are both committed to planned and orderly growth; to regulating the location and activities of development that 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, Windsor and Fort Collins are also both committed to habitat protection and environmental protection and mitigation; and

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

WHEREAS, increased 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, and the coordination of annexation policies and procedure, will enhance the ability of the two municipalities to achieve their respective and common goals; and

WHEREAS, applicable provisions of the Colorado Constitution and the statutes of the State of Colorado, specifically, § 29-20-101, *et seq.*, C.R.S., authorize municipalities to enter into mutually binding and enforceable agreements regarding the joint exercise of planning, zoning and related powers; and

WHEREAS, this Intergovernmental Agreement is entered into by Windsor and Fort Collins pursuant to the aforesaid constitutional and statutory authority as well as other powers afforded to home-rule municipalities by the Constitution of the State of Colorado;

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

1. **Scope of Agreement.** Windsor and Fort Collins acknowledge that on June 28, 1999, they entered into two intergovernmental agreements regarding annexations in the Fort Collins Cooperative Planning Area adjacent to Fossil Creek Reservoir and annexations east of Interstate 25. The City of Loveland Colorado and Larimer County, Colorado, are also parties to the Intergovernmental Agreement regarding annexations in the Fort Collins Cooperative Planning Area adjacent to Fossil Creek Reservoir. That Intergovernmental Agreement identifies the Fort Collins Cooperative Planning Area and affords Fort Collins the exclusive right to annex within that area. The second agreement regarding annexations east of Interstate 25 is solely between Fort Collins and Windsor; and, by its terms, Fort Collins agrees not to annex any territory east of Interstate 25 between Larimer County Road 34C and Larimer County Road 30 unless Windsor agrees to any such annexation. To the extent those agreements bind Fort Collins and Windsor, they shall remain in full force and effect unless specifically modified by the provisions hereof or by provisions of subsequent agreements between Windsor and Fort Collins.

2. **Definitions.**

Corridor Activity Center. *Corridor Activity Center (CAC)* shall refer to the geographic area generally depicted on “Exhibit A,” attached hereto and incorporated herein by this reference.

3. **Comprehensive Development Plan for the Corridor Activity Center (CAC).** Within twelve (12) months of the adoption of this Intergovernmental Agreement, Windsor and Fort Collins agree that they shall use their best efforts to develop and implement a mutually acceptable comprehensive development plan for the development of land and for the provision of urban services and facilities within the CAC. It is anticipated that in the preparation of the plan, Windsor and Fort Collins will consult with other entities, including but not limited to, Larimer County, Colorado; Colorado Department of Transportation; Colorado Division of Wildlife; North Front Range Metropolitan Planning Organization; City of Loveland, Colorado, as well as property owners within and adjacent to the CAC. It is understood and agreed that Windsor and Fort Collins may require the expertise of outside consultants or other experts skilled in the preparation of such comprehensive development plans. Costs incurred therefor shall be borne

equally by Windsor and Fort Collins except to the extent that such costs are offset by contributions from other entities participating in the preparation of the plan.

It is understood and agreed that the comprehensive development plan, as prepared and adopted by Windsor and Fort Collins, shall address all of the wide variety of issues contained in this Intergovernmental Agreement relating to cooperation between the two municipalities. As such, Windsor and Fort Collins acknowledge that while it is their intention to implement the provisions of this Intergovernmental Agreement, as defined, it may be necessary for either municipality to seek modification of this Intergovernmental Agreement to adequately address issues raised with regard to the CAC during the period of consultation referred to above.

Windsor and Fort Collins agree that the comprehensive development plan may be adopted in whole or in stages by a majority vote of the Windsor Town Board and the Fort Collins City Council and shall include, at a minimum, provisions addressing the following:

- (a) Resolution of conflicts between the municipalities and the establishment of urban growth boundaries that do not overlap each other.
- (b) Land use regulations within the CAC.
- (c) Responsibility for providing governmental services within the CAC, including but not limited to, utility services, law enforcement, fire and emergency services, and code enforcement.
- (d) A drainage master plan for the CAC, including the planning, design, construction, maintenance and financing of drainage improvements and facilities.
- (e) Development and maintenance of parks, recreation services, and open space within the CAC.
- (f) Environmental standards, habitat protection, and environmental mitigation.
- (g) Setbacks, design standards, landscaping, architectural standards, building materials, massing, height, and view corridors. Such land use restrictions shall include, but shall not be limited to, commercial development, industrial development, residential use, mineral development, construction of cell towers and signage.

4. **Urban Growth Boundaries and Annexation.**

- (a) Windsor and Fort Collins agree that they shall make any necessary adjustments to their respective comprehensive plans or other official documents to reflect

their respective urban growth boundaries and other land use modifications as may be required by the subsequently adopted comprehensive development plan.

(b) Upon final adoption of a comprehensive development plan, Fort Collins shall have exclusive authority to exercise its annexation powers within its UGB as described in the plan.

(c) Upon final adoption of a comprehensive development plan, Windsor shall have exclusive authority to exercise its annexation powers within its UGB as described in the plan.

(d) Both Windsor and Fort Collins specifically agree that upon the receipt of or preparation by either municipality of any documents proposing annexation within the CAC, copies of all such documents shall be submitted to the other municipality for review and comment at least sixty (60) days prior to the initiation of annexation by action of the governing body of either municipality.

(e) Windsor and Fort Collins specifically agree that in the event either municipality intends to approve any and all financial or other incentives in connection with a proposed annexation within the CAC, copies of all documents purporting to establish such incentives shall be submitted to the other municipality for review and comment at least sixty (60) days prior to any intended action thereon.

(f) With the exception of the specific recitals contained herein, nothing in this Intergovernmental Agreement shall otherwise be construed as limiting or otherwise restricting the annexation powers of the respective municipalities within each municipality's UGB.

5. **Shared Revenues.** Windsor and Fort Collins understand and agree that the implementation of this Intergovernmental 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 municipalities, as well as the expenditure of substantial revenues. Accordingly, Windsor and Fort Collins agree to evaluate potential revenue sharing alternatives in percentages yet to be determined upon completion and adoption of the comprehensive development plan.

6. **Reconstruction of the Interstate 25/Colorado State Highway 392 Interchange.** Windsor and Fort Collins understand and agree that an essential component of the development of the CAC is the reconstruction of the Interstate 25/Colorado State Highway 392 Interchange. As part of the comprehensive development plan for the CAC, Windsor and Fort Collins agree to explore fully the creation of metropolitan districts or other financing mechanisms that will enable the reconstruction of this interchange and thereby promote orderly growth and development in the CAC.

7. **Establishment and Funding of Reserves.** To the extent necessary and for so long as this Intergovernmental Agreement or subsequent agreements addressing the CAC remain in effect, subject to paragraph 12 hereof, Windsor and Fort Collins agree that they shall annually appropriate agreed upon funds to be administered by the Windsor Town Manager and the Fort Collins City Manager. These reserve funds shall be used solely for studies and other related joint efforts and cooperative activities between the two municipalities in the continued implementation of the intent and purposes of this Intergovernmental Agreement or subsequent agreements addressing the CAC.

8. **Good Faith.** Windsor and Fort Collins agree to devote their best efforts and to exercise good faith in implementing and adhering to the provisions of this Intergovernmental Agreement throughout its term. Windsor and Fort Collins agree that they shall fully cooperate with one another in adopting such amendments as may be necessary to effectuate the intention of Windsor and Fort Collins as expressed in this Intergovernmental Agreement.

9. **Intent of Agreement.** This Intergovernmental Agreement is intended to describe rights and responsibilities only as between Windsor and Fort Collins. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties hereto, or to require Windsor or Fort Collins to annex any property or to provide any services to any land. This Intergovernmental Agreement is not intended to limit in any way the powers or responsibilities of Larimer County or of any other political subdivision of the State of Colorado not a party hereto.

10. **Effective Date.** This Intergovernmental Agreement shall be presented to the Windsor Town Board and the Fort Collins City Council for adoption by resolution as provided by law. This Intergovernmental Agreement shall become effective upon its adoption by both municipalities.

11. **Term.** This Intergovernmental Agreement shall remain in full force and effect for a period of three (3) years or until superseded by a subsequent agreement between Windsor and Fort Collins, further implementing the provisions set forth herein, whichever occurs first.

12. **Annual Appropriation of Funds.** It is understood and agreed that the financial obligations imposed upon Windsor and Fort Collins by the terms of this Intergovernmental Agreement are specifically subject to the annual appropriation of monies by the respective municipalities to fund those obligations. Windsor and Fort Collins intend to plan appropriation of such monies to fulfill their respective financial obligations under this Intergovernmental Agreement.

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

14. **Notices.** Requirements of notice hereunder shall be deemed satisfied upon mailing to Windsor or Fort Collins as follows:

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

copy to: John P. Frey, Esq.
Windsor Town Attorney
P. O. Box 2283
Fort Collins, CO 80522-2283

City Manager
City of Fort Collins
P. O. Box 580
Fort Collins, CO 80522

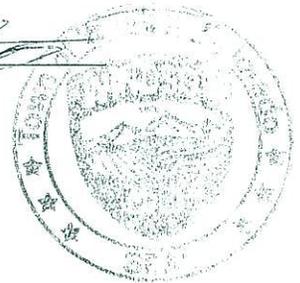
copy to: City Attorney
City of Fort Collins
P. O. Box 580
Fort Collins, CO 80522

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

IN WITNESS WHEREOF, Windsor and Fort Collins have caused this Intergovernmental Agreement to be executed the day and year first above written.

TOWN OF WINDSOR

By: Edward R. Starck
Edward R. Starck, Mayor



ATTEST:
Cathy M. Kennedy
Town Clerk

APPROVED AS TO FORM:
[Signature]
Town Attorney

APPROVED FOR CONTENT:
[Signature]
Town Manager

CITY OF FORT COLLINS
By: Douglas P. Hutchinson
Mayor

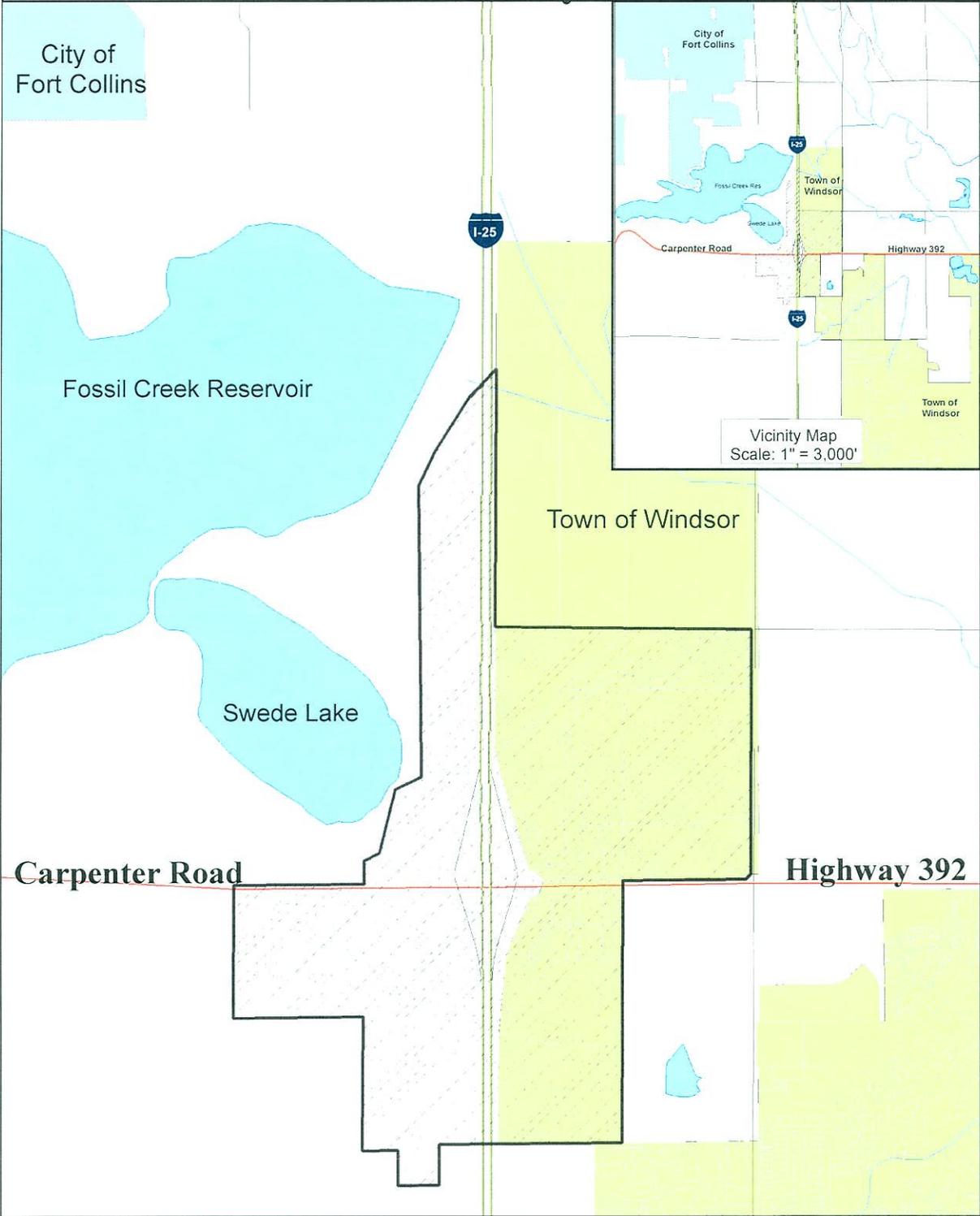
Douglas P. Hutchinson [Print Name]

ATTEST:
[Signature]
City Clerk

APPROVED AS TO FORM:
[Signature]
City Attorney

APPROVED FOR CONTENT:
[Signature]
City Manager

Exhibit A Corridor Activity Center



TOWN OF WINDSOR, CO



1" = 500'

Legend

 Corridor Activity Center



1. THREE T INVESTMENTS LLLP (2 AC)
2. WINDSOR INVESTMENTS LTD (2.89 AC)
3. WINDSOR INVESTMENTS LTD (0.83 AC)
4. WINDSOR INVESTMENTS LTD (4.5 AC)
5. SDMP PROPERTIES, LLC (1.28 AC)
6. WINDSOR PARTNERS LLC (1.74 AC)
7. WINDSOR INVESTMENTS LTD (1.62 AC)
8. PTARMIGAN BUSINESS PARK (0.66 AC)
9. WESTGATE COMMERCIAL CENTER ASSOCIATION (0.63 AC)
10. INTERSTATE LAND HOLDINGS LLC (2.69 AC)
11. SUSI PROPERTIES, LLC (1.32 AC)
12. WESTGATE COMMERCIAL CENTER ASSOCIATION (0.43 AC)
13. BAILEY COMPANY/WHITE (1.01 AC)
14. KIPROGO, LLC (1.79 AC)
15. FORMER TCE LLC (2.32 AC)
16. CITY OF FORT COLLINS (1.83 AC)
17. WESTGATE COMMERCIAL CENTER ASSOCIATION (0.81 AC)
18. WESTGATE HOSPITALITY, LLC (2.21 AC)
19. MEYERS 4701 LLC (0.81 AC)
20. WESTGATE COMMERCIAL CENTER ASSOCIATION (0.77 AC)



I-25 Corridor Activity Center

Total Acreage: 522.82 AC*

*Some properties that are partially contained in the Activity Center do not have Assessed Values and are not included in the Total Acreage calculation.

Activity Center Boundary



This map was created for illustrative purposes only. Any repercussions from the misuse or misrepresentation of this map or its contents, whether intentional or not, are the sole responsibility of the user.
 Created: 4/22/2010
 Updated: 4/22/2010
 Prepared By: stometich
 File: I-25_Areas(22x34P).mxd



City Manager's Office
City Hall
300 LaPorte Ave.
PO Box 580
Fort Collins, CO 80522
970.221.6505
970.224.6107 - fax
fcgov.com

MEMORANDUM

DATE: August 21, 2008

TO: Mayors and Members of the Windsor Town Board and Fort Collins City Council

THRU: Kelly Arnold, Town of Windsor, Town Manager
Darin Atteberry, Fort Collins City Manager *DA*

FROM: Diane Jones, Deputy City Manager *DJ*

RE: Summary of Joint Elected Officials Meeting between the City of Fort Collins and Town of Windsor held on August 4th, 2008 to continue partnership discussions for the I-25/SH 392 Interchange Improvement Project.

Elected Officials in Attendance:

Fort Collins City Council

Doug Hutchinson, Mayor
Lisa Poppaw
Diggs Brown
Wade Troxell
David Roy

Windsor Town Board

John Vazquez, Mayor
Mike Kelly
Nancy Weber
Richard Drake
Robert Bishop-Cotner
Matthew O'Neill
Jon Slater

The Joint Elected Officials' Meeting between the City of Fort Collins and Town of Windsor to continue partnership discussions for the I-25/SH 392 Interchange Improvement Project was held on August 4th, 2008 at the REA Building, located at 7649 REA Parkway, Fort Collins.

The meeting was facilitated by Barbara Cole of Community Matters, Inc., consultant and in conjunction with Darin Atteberry, City Manager and Kelly Arnold, Town Manager. Staffs from both the City and Town were also in attendance to assist in the discussion.

The agenda included purpose of the work session, overview of interview results, identifying fundamental agreements and principles and next steps in the 1601 Study process. Individual interviews were facilitated by the consultant for each elected official prior to the meeting and the results were summarized.

The purpose of the meeting was to reaffirm the level and type of commitment each jurisdiction has to the I-25/SH 392 Interchange Improvement Project; to reach concurrence on additional



areas of agreement to enhance the 1601 process and partnership; and to outline commonly held concerns and issues and determine what parameters and principles are needed to resolve these issues.

The reconnaissance interview findings were attached to the agenda and highlights of the elected officials responses were presented by Barbara Cole. Additional attachments included draft fundamental principles, 1601 process and project assumptions, and existing resolution and agreements approved to date.

The primary focus of the discussion included a review of the draft fundamental principles and identification of amendments to this draft, listed as revised principles (see attached Revised Fundamental Principles). These ten fundamental principles represent an important basis for the collaborative partnership between these two municipalities. These principles also represent the criteria that the City and Town will use to guide their decision-making for the I-25/SH 392 Interchange Improvement Project.

At the conclusion of the August 4th joint work session, Town and City staffs were instructed to prepare appropriate resolutions for consideration by the Town Board and the City Council at the next available hearing dates, setting forth the principles upon which the shared vision of the cooperative effort between the municipalities is grounded.

Finally, both staffs were directed to identify a revised schedule for the remaining process to complete the 1601 Study for approval, including all remaining work sessions to be conducted jointly by both the Town Board and City Council as combined meetings.

The Meeting concluded and adjourned on time at 9:30 p.m.



**Windsor Fort Collins Joint Meeting
August 4, 2008
Revised based on Joint Meeting Discussion**

These ten [10] fundamental principles, which are not mutually exclusive, represent the criteria that the City of Fort Collins and Town of Windsor will use to guide their decision-making for the I-25/392 Interchange improvement project. These ten [10] principles represent the basis for the collaborative partnership between these two municipalities.

DRAFT and REVISED Fundamental Principles

DRAFT:

1. **Transportation Safety/Improve Level of Service/Ease Congestion:** Both municipalities recognize that this intersection is functionally obsolete and has reached a 'crisis' level. Continued growth in Northern Colorado will increase the vehicle miles traveled, and further degrade the level of service to unacceptable levels. Traffic congestion at this intersection is creating a spill over effect to other key interchanges, as travelers avoid 392 and seek less congested routes to their intended destination.

REVISED:

1. **Transportation Safety/Improve Level of Service/Ease Congestion:** Both municipalities recognize that this intersection is functionally obsolete and has reached a 'crisis' level. Continued growth in Northern Colorado will increase the vehicle miles traveled, and further degrade the level of service to unacceptable levels. Traffic congestion at this intersection is creating a spill over effect to other key interchanges, as travelers avoid 392 and seek less congested routes to their intended destination.

DRAFT:

2. **Community Character:** The I-25/ 392 Interchange is an important 'gateway' feature for both Fort Collins and Windsor. It is viewed as Fort Collin's southern gateway and the main gateway into the Town of Windsor. The design of the interchange and associated land development shall further the gateway concept.

REVISED:

2. **Community Character:** The I-25/ 392 Interchange is an important 'gateway' feature for both Fort Collins and Windsor. It is viewed as Fort Collin's southern gateway and the main gateway into the Town of Windsor. The design of the interchange, sensitivity to view sheds, and associated land development shall enhance the gateway concept.

DRAFT:

3. **Time is of the essence.** Both communities have entered into the 1601 process to expedite the design, environmental clearance and financing of the interchange. The elected officials

of both municipalities agree to move expeditiously through the 1601 Approval Process by the end of April 2009.

REVISED:

3. **Complete the 1601 Approval Process in a timely manner.** Before March of 2009, work toward conditional or final 1601 approval from CDOT which has three components: Design, Environmental Clearance and Financing.

DRAFT:

4. **Environmental Sustainability/Resource Protection:** Ensure that development within the Corridor Activity Center occurs in such a way that it protects and enhances the physical and natural environment in and around the interchange with special attention to the Fossil Creek Reservoir Area.

REVISED:

4. **Environmental Sustainability/Resource Protection:** Ensure that interchange improvements occur in such a way a way that it that it minimizes environmental impacts to the greatest extent possible and protects the physical and natural environment in and around the interchange including but not limited to the Fossil Creek Reservoir Area.

DRAFT:

5. **Equity in Decision-making:** Equitably address and resolve community interests that are common to citizens of both communities and the region through a consensus approach to decision-making. Equity means cost is equal to the benefit derived.

REVISED:

5. **Equity in Decision-making:** Equitably address and resolve community interests that are common to citizens of both communities and the region through a collaborative approach to decision-making. Equity means cost is equal to the benefit derived. Equity also means that critical concerns will be raised by each partner as soon as they are discovered.

DRAFT:

6. **Multiple Modes:** Encourage and promote land use practices and intersection design that supports multiple modes of transportation and the integration of different modes.

REVISED:

6. **Multiple Modes:** Encourage and promote land use practices and intersection design that supports multiple modes of transportation and the integration of current and future alternate modes.

DRAFT

7. **Sales Tax Generating Development within the designated Corridor Activity Center.**

The adopted Comprehensive Plans for both communities, the March 2008 IGA and the future land use plan for the corridor activity center recognize that at least 650,000 square feet of retail development is envisioned for this interchange.

REVISED:

7. **Sales Tax Generating Development within the designated Corridor Activity Center.**

The adopted Comprehensive Plans for both communities, the March 2008 IGA and the future land use plan for the corridor activity center recognize that retail, office, and residential development that result in a mixed use activity center is envisioned for this interchange.

DRAFT:

8. **Developer Contribution.** The financing of the interchange improvements assumes that any development which directly benefits from the interchange improvements shall contribute to the funding of this interchange.

REVISED:

8. **Developer Contribution.** The financing of the interchange improvements assumes that any development which directly benefits from the interchange improvements shall contribute to the funding of this interchange.

DRAFT:

9. **Revenue Sharing:** Both jurisdictions agree to proportionally share the revenue derived from new development within the Corridor Activity Center. Fundamental to the revenue sharing agreement is that the benefit derived from an accelerated interchange improvement will be recognized and accounted for in the revenue sharing formula.

REVISED:

9. **Revenue Sharing:** Both jurisdictions agree to long term, equitable revenue sharing derived from new development within the Corridor Activity Center. The revenue sharing formula will reflect the fiscal and non-fiscal benefits received by each partner.

DRAFT:

10. **CDOT/FHWA Findings and Standards:** Both parties acknowledge that a substantial investment has been made by CDOT/FHWA through the Northern Colorado Interstate 25 Corridor EIS and that the findings and standards as they apply to this interchange shall be adhered to as the basis for the design and environmental clearance.

REVISED:

10. **CDOT/FHWA Findings and Standards:** Both parties acknowledge that a substantial investment has been made by CDOT/FHWA through the Northern Colorado Interstate 25 Corridor EIS and that the findings and standards as they apply to this interchange shall be adhered to as the basis for the design and environmental clearance.



I-25/ SH 392 Stakeholder Update Meeting

City of Fort Collins & Town of Windsor

Windsor Community Recreation Center, Windsor, Colorado

December 2, 2010, 2:00 pm

MEETING PURPOSE:

The purpose of this meeting is to update the property owners, business owners, and residents in the area surrounding the Interchange of the schedule for reconstruction of the Interchange and proposed agreements between the City of Fort Collins and the Town of Windsor concerning the funding of the Interchange reconstruction.

PRESENTERS:

Presenters at this meeting will include Project Managers Rick Richter (Fort Collins) and John Frey (Windsor), Joe Plummer (Windsor Planning Department), Pete Wray (Fort Collins Planning Department, and representatives of the Colorado Department of Transportation (CDOT).

KEY ELEMENTS OF THE PROPOSED INTERGOVERNMENTAL AGREEMENT ("IGA") BETWEEN THE CITY AND THE TOWN

1. Land uses and review of development and redevelopment proposals in the Corridor Activity Center (CAC).
 - a. Acceptable land uses within the CAC will be agreed upon as part of the IGA.
 - b. Mutually acceptable design standards for all improvements constructed in the CAC (the area on both sides of the Interchange that is most directly affected by the project) will be approved by both municipalities' governing bodies no later than March 31, 2011. Once the design guidelines have been adopted, no development or redevelopment proposals will be approved in the CAC unless they conform to these standards or the other party to the IGA consents in writing to any deviation from the standards.

2. Cost sharing.
 - a. The bulk of the project costs (projected to be \$27.5 million) will be borne by the state. The total local share will be \$5 million, and that amount will be divided equally between Windsor and Fort Collins.

- b. The City and Town will be reimbursed for their respective \$2.5 million contributions through a CAC development fee imposed upon any new development or redevelopment that increases traffic through the interchange. The fee will be apportioned on a square foot basis in relation to the amount of developable land that each parcel has, and it will be paid at the time the first building permit is issued for a particular phase of development.
- c. Once the City and Town have been fully reimbursed for their contributions to the cost of reconstructing the interchange, the fee will terminate. "Full reimbursement" will include an amount reflecting inflation from the date the contributions were made to the date of payment of the fee.
- d. In addition to paying the fee, retailers in the CAC will also be required to charge their customers a Public Improvement Fee (PIF) to defray the cost of maintaining the enhanced improvements to the interchange that CDOT will not maintain, plus the cost of any additional capital improvements or services (such as snow removal) that the parties identify on a list to be finalized by March 31, 2011.
- e. The initial amount of the PIF will be no more than .5% of the purchase price of the items sold at retail. The exact amount of the PIF will be determined by the parties once the list of improvements and services has been approved by the parties. After the improvements on the list have been completed and all the services have been undertaken, the amount of the PIF will be reduced to the level needed to maintain those improvements and services. If the parties choose to advance the cost of constructing the improvements or commencing the services, they will be reimbursed from the PIF revenues.

3. Revenue sharing.

Sixty-five percent of the net new sales tax revenue generated in the CAC (using a base of 2.25%) will be retained by the municipality having jurisdiction over the properties generating the revenue. The remaining 35% will be transferred to the other party. In other words, Windsor will get 35% of Fort Collins revenues and Fort Collins will get 35% of Windsor's revenues.

4. Annexations.

- a. The City and Town will amend their Growth Management Area (GMA) boundaries so that the boundary between the municipalities will become I-25. Neither party will annex properties within the amended boundaries of the other's GMA.
- b. The parties will seek Larimer County's approval of Larimer County's approval of the new GMA boundaries. However, if the County fails to approve the new boundaries, the parties will still refrain from annexing properties on the other side of I-25.

CDOT BIDDING AND CONSTRUCTION SCHEDULE

- Right of way acquisition is being conducted by CDOT
- CDOT will bid the project in the late winter or spring of 2011
- Construction will commence in the spring or summer of 2011
- The project will be constructed by CDOT with an estimated construction time of eighteen (18) months

Representatives of the CDOT construction team will be present at this meeting to discuss the project and answer stakeholder questions.

TOWN OF WINDSOR

RESOLUTION NO. 2010-71

A RESOLUTION RATIFYING, APPROVING, AND CONFIRMING THE TERMS AND CONDITIONS OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR AND THE CITY OF FORT COLLINS PERTAINING TO THE DEVELOPMENT OF THE INTERSTATE I25/STATE HIGHWAY 392 INTERCHANGE INCLUDING PROVISIONS FOR COST AND REVENUE SHARING, ANNEXATION AND LAND USE DEVELOPMENT

WHEREAS, the Town of Windsor ("Town") and the City of Fort Collins ("City") share a common interest in the development of the area surrounding the Interstate 25/State Highway 392 interchange ("Interchange"), and have recently joined with the Colorado Department of Transportation ("CDOT") in actively promoting the re-construction of the Interchange; and

WHEREAS, the efforts of the City, the Town and CDOT have resulted in the appropriation substantial funding by the Colorado Transportation Commission for the re-construction of the Interchange; and

WHEREAS, the Town and the City have each appropriated the balance of the funding necessary for such re-construction in the amount of \$5 million; and

WHEREAS, the Town and the City anticipate that upon the re-construction of the Interchange, the surrounding area will undergo significant change including commercial and other development; and

WHEREAS, the Town and the City have negotiated an Intergovernmental Agreement to reflect the respective financial contribution of the Parties to the re-construction of the Interchange, to provide for orderly land use and development in the surrounding area, to ensure that development pays its own way, and to provide for a revenue sharing formula between the City and the Town.

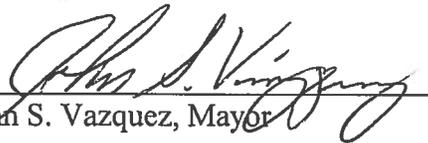
NOW THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO AS FOLLOWS:

1. That the Town hereby ratifies, approves and confirms the terms and conditions of the INTERGOVERNMENTAL AGREEMENT between the Town of Windsor and the City of Fort Collins, a copy of which is attached hereto and made a part hereof by this reference.
2. That the INTERGOVERNMENTAL AGREEMENT is hereby approved, and the Town Manager is authorized to execute said agreement in substantially the form shown on Exhibit "A," attached hereto and incorporated herein by this reference, subject to such modifications as the Town Manager may, in consultation with the Town Attorney, deem necessary or desirable to protect the interests of the Town and effectuate the purposes of this Resolution.

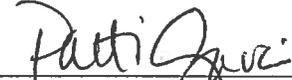
3. That by the terms of this Resolution, the Town Board specifically acknowledges and affirms that it has properly appropriated sufficient funds to satisfy the Town's obligations under the INTERGOVERNMENTAL AGREEMENT.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 13th day of December, 2010.

TOWN OF WINDSOR, COLORADO


John S. Vazquez, Mayor

ATTEST:


Patti Garcia, Town Clerk



**INTERGOVERNMENTAL AGREEMENT
PERTAINING TO THE DEVELOPMENT OF THE
INTERSTATE I25/STATE HIGHWAY 392 INTERCHANGE**

THIS AGREEMENT is entered into this 3rd day of January, 2010, by and between the City of Fort Collins, Colorado, a Colorado home rule municipality (the "City"), and the Town of Windsor, Colorado, a Colorado home rule municipality (the "Town"), collectively referred to herein as the "Parties".

RECITALS

WHEREAS, the City and the Town are situated on opposite sides of Interstate 25 and are both committed to planned and orderly development; to regulating the location and activities of development which may result in increased demand for services; to providing for the orderly development and extension of urban services; to simplifying governmental structure when possible; to promoting the economic vitality of both municipalities; to protecting the environment; and to raising revenue sufficient to meet the needs of their citizens; and

WHEREAS, on June 28, 1999, the City and the Town entered into two intergovernmental agreements relating to the annexation of properties in one another's jurisdictions; and

WHEREAS, these agreements were limited in their duration; and

WHEREAS, the parties wish to expand and make permanent their agreement relating to annexations in one another's jurisdiction; and

WHEREAS, the City and the Town have been in regular contact with the Colorado Department of Transportation ("CDOT") about the sub-standard condition of the Interstate 25/State Highway 392 Interchange ("Interchange"), and the importance of that Interchange to the City and the Town and is an integral part of the regional transportation network and a critical gateway to both communities; and

WHEREAS, in recent years, the capacity of the Interchange has been significantly impacted by state and regional growth, as well as local growth in Windsor and southeast Fort Collins, so that the Interchange is unable to handle current traffic capacity during peak hours; and

WHEREAS, the Interchange is characterized by numerous design and operational deficiencies and substandard safety features, including the absence of any transit facilities; and

WHEREAS, on March 22, 2006 the City and Town entered into an intergovernmental agreement (the "March 22nd Agreement") that, among other things,

defined a Corridor Activity Center in the immediate vicinity of the Interchange (the "CAC"); and

WHEREAS, the March 22, 2006 Agreement also sets forth the willingness of the City and the Town to work cooperatively toward developing a comprehensive development plan for the CAC and surrounding areas, to explore financing mechanisms for reconstructing the Interchange, and to evaluate potential revenue sharing alternatives; and

WHEREAS, in 2008, the City and the Town authorized the execution of two additional intergovernmental agreements, the purposes of which were to pursue funding for the Interchange and expedite its design and approval by CDOT, and also passed resolutions reaffirming their commitment to continued cooperation in the planning, design and construction of the Interchange and approving certain basic principles related to that cooperative effort, including a commitment to long-term, equitable sharing of revenues derived from new development within the CAC; and

WHEREAS, because of the proximity of the two municipalities on either side of the Interchange, the way in which the Interchange is reconstructed and the way in which the property within the CAC is developed will affect the economic and environmental well-being of both communities; and

WHEREAS, for the foregoing reasons, the City and the Town have worked diligently with each other and with CDOT, as well as various elected federal officials, landowners, local officials, and others to promote and fund the design and construction of improvements to the Interchange; and

WHEREAS, the efforts of the City and the Town have been successful, and the majority of the funding is now in place to allow the immediate construction of improvements to the Interchange, subject only to the appropriation of the remaining funds to be contributed by the City and the Town; and

WHEREAS, the City and Town wish to provide for increased coordination of planning and managing development within the CAC, cost sharing for construction of Interchange improvements, revenue sharing, operation and maintenance of certain Enhanced Improvements, providing needed services in the Interchange area, and resolving any conflicts arising with regard to these topics; and

WHEREAS, the City and the Town have both adopted the Northern Colorado Regional Communities I-25 Corridor Plan, which establishes a shared vision for development of property adjacent to Interstate 25; and

WHEREAS, the Colorado Constitution, Section 29-20-101 *et seq.*, of the Colorado Revised Statutes, and the Charters of both the City and Town authorize the City and the Town to enter into mutually binding and enforceable agreements regarding the joint exercise of planning, zoning and related powers.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows.

SECTION 1. DEFINITIONS

In this Agreement, unless a different meaning clearly appears from the context, the following definitions shall apply:

- 1.1. "Agreement" means this Agreement and its attachments.
- 1.2. "City" means the City of Fort Collins, Colorado.
- 1.3. "CDOT" means the Colorado Department of Transportation.
- 1.4. "Corridor Activity Center" or "CAC" means that joint planning area referred to above and more fully described on Exhibit "A," attached hereto and incorporated herein by this reference; as such description may be amended by the Parties pursuant to Section 2 below.
- 1.5. "Developable Land" means that portion of each parcel of real property within the CAC upon which buildings, infrastructure or other improvements may lawfully be constructed, taking into consideration the physical characteristics of the property and all applicable state and local laws and regulations.
- 1.6. "Development Proposal" means an application for the development of a parcel of land within the CAC that will, when approved and constructed, result in an increase of traffic in the CAC.
- 1.7. "Effective Date" means the date that the last party signs this Agreement, or ten days after the final approval by the last governing board of the City or Town.
- 1.8. "Enhanced Improvements" means those improvements to the Interchange that will be maintained by the City and the Town as shown on Exhibit "A" and Exhibit "A-1" to that certain agreement between CDOT, the City, and the Town (the "CDOT IGA") regarding the funding, construction and maintenance of the Interchange improvements.
- 1.9. "Interchange" means the Interstate 25 and State Highway 392 interchange.
- 1.10. "Public Improvement Fee" or "PIF" means the public improvement fee to be more fully described in the PIF Covenant.
- 1.11. "PIF Covenant" means a declaration of covenants by which a developer of property for retail use within the CAC agrees to impose and implement a Public Improvement Fee.

1.12. "PIF Revenue" means that revenue derived from the imposition and collection of a PIF in accordance with this Agreement and the PIF Covenant.

1.13. "Project" means the construction by CDOT of a new Interchange at Interstate Highway 25 and Colorado State Highway 392.

1.14. "Property Owner" means and includes the fee owner of the property as well as any developer or other agent of the fee owner who, acting with the knowledge or consent of the fee owner, submits an application for approval of a Development Proposal or Redevelopment Proposal for such property.

1.15. "Property Tax Increment" means the net new revenue generated by property taxes on real property located within the boundaries of the CAC, using a base rate of 9.797 mils, as applied to the assessed valuation developed by Larimer County as of the Effective Date as the baseline.

1.16. "Redevelopment Proposal" means an application for the redevelopment of a parcel of land within the CAC that will, when approved and constructed, result in an increase in traffic in the CAC beyond that generated by the development currently in place.

1.17. "Sales Tax Increment" means the net new sales tax revenues generated by sales within the boundaries of the CAC, using a base rate of 2.25% and the amount of tax revenue received in the twelve (12) months immediately preceding the Effective Date as the baseline.

1.18. "Town" means the Town of Windsor, Colorado.

SECTION 2. CONFIGURATION OF THE CAC

For the purposes of this Agreement, the Parties have agreed upon the boundaries of the CAC. The Parties acknowledge that, as the construction of the Project proceeds, and development of the properties surrounding the Interchange commences, it may be necessary for the Parties to agree upon amendments to the boundaries of the CAC so as to include additional properties benefited by the construction of the Project. It is the intention of the Parties to conduct a fair and inclusive process with regard to any such proposed amendments, respecting the needs and desires of the surrounding Property Owners, as well as the Parties, and taking into consideration any changed conditions in the area of the Interchange. Any such amendments shall be adopted by the governing bodies of the Parties by resolution, and upon such adoption the amended CAC area shall become the CAC area for all purposes under the provisions of this Agreement, including but not limited to Sections 3, 4, 5 and 6 below.

SECTION 3. REVIEW OF DEVELOPMENT AND REDEVELOPMENT PROPOSALS

3.1. Permitted uses. Land uses within the CAC shall be limited to those uses shown on Exhibit "B" attached hereto and incorporated herein by this reference. All zoning

ordinances or other legislation needed to implement the regulation of land uses as shown on Exhibit "B" shall be presented to the respective governing bodies of the Parties no later than March 31, 2011.

3.2. Applicable Standards. The Parties have heretofore adopted standards and guidelines for development of the properties adjacent to Interstate 25, both individually and cooperatively, and have adopted various land use plans for that area, including the Northern Colorado Regional I-25 Corridor Plan (2001). On or before March 31, 2011, the governing bodies of the Parties shall each adopt more specific, mutually acceptable design standards for the CAC (the "CAC Design Standards"). In the event that the Parties have been unable to agree upon, and adopt mutually acceptable design standards for the CAC on or before said date, then the question of the development and approval of such standards shall be resolved pursuant to the mediation/arbitration process described in Section 8 below.

3.3. Review and Approval of Site Specific Development Proposals.

3.3.1 In order to promote and maintain the commitments of the City and Town with regard to development within the CAC, the Parties hereby jointly agree to the following review process for Development or Redevelopment Proposals for property within the CAC.

a. Neither the City nor Town shall, without the prior written consent of the other Party, approve the construction of any improvements within the CAC which are inconsistent with the CAC Design Standards.

b. Plans and specifications for any Development or Redevelopment Proposal on land located within the CAC that are received by either Party after the Effective Date shall, no later than thirty (30) business days prior to taking action, be submitted by the Party having jurisdiction over the proposal to the other Party for review and comment; provided, however, that the Parties may mutually agree to a shorter or longer review and comment period.

c. Such plans and specifications shall include a brief written description of the Development or Redevelopment Proposal and the surrounding vicinity, development maps and graphics, and renderings of all proposed improvements.

d. The receiving Party shall review the materials and respond to the other Party with written comments within the aforementioned thirty (30) business days. Each party agrees that it shall use its best efforts to provide comments in a timely fashion. However, the Parties expressly agree that any delay in submitting comments shall not require the delay of hearings or decisions by the party having jurisdiction over the Development Proposal.

e. The Parties shall designate a single point of contact for the communication of materials and comments contemplated by this Section.

f. The review and comment provided for herein is intended to be cooperative in nature, and is not intended to be binding upon the party having jurisdiction to grant, modify, or deny a Development or Redevelopment Proposal and shall not preclude the approval of any such proposal that is consistent with the CAC Design Standards and the provisions of this Agreement.

3.3.2. Notice of Incentives.

In the event that either Party extends, or agrees to extend, to any applicant for approval of a Development or Redevelopment Proposal within the CAC, any financial or other incentives in connection with such Development or Redevelopment Proposal, such Party shall provide the other Party with a detailed description of such financial or other incentives prior to the formal approval of the same, excluding only such information as is proprietary in nature. The provision and funding of any such incentives shall be the sole responsibility of the Party having jurisdiction over the Development or Redevelopment Proposal, unless the Parties agree to the contrary in a written amendment to this Agreement.

SECTION 4. COST SHARING

4.1. Initial Funding of the Project.

4.1.1 The Parties understand and agree that the Project will be constructed and managed by CDOT, and that CDOT has estimated the total cost of the Project, inclusive of the acquisition of required rights of way, to be \$27.5 million. In order to fully fund the Project, each of the Parties shall, by ordinance or resolution adopted by their respective governing bodies, appropriate \$2.5 million towards the cost of the Project, and pay such amounts to CDOT pursuant to an agreement with CDOT to be executed by the Parties on or after the Effective Date (the "CDOT IGA"). The City may, in its discretion, pay for the cost of enhanced wetland mitigation on the west side of Interstate 25, and the Town shall have no obligation to help fund such mitigation. The Parties shall attempt to recover their respective Two Million Five Hundred Thousand Dollar (\$2,500,000) contributions to the cost of the Project from the Property Owners in the CAC, upon the development or redevelopment of their properties, pursuant to the provisions of Section 4.2 below. The City shall also attempt to recover the cost it incurs in connection with the foregoing wetland mitigation through the imposition of the PIF by retailers situated within that portion of the CAC that is within the City's territorial limits.

- 4.1.2. There shall be no further contributions to the Project by the Parties except by a written amendment to this Agreement that is adopted by the governing bodies of both Parties.

4.2. Reimbursement through a Development Impact Fee.

- 4.2.1 In recognition of the cost sharing between the Parties required by Section 4.1 above, and in further recognition of the principle that development and redevelopment should pay its own way, the Parties shall each enact a CAC Development Fee (the "Fee"), which shall be an impact fee imposed upon all properties in the CAC for which a Development Proposal or Redevelopment Proposal is approved. The purpose of the Fee shall be to repay the Parties for their contributions to the construction of the Project. Accordingly, the total amount of revenue to be generated by the Fee shall not exceed Five Million Dollars (\$5,000,000), plus any adjustment for inflation or deflation made in accordance with Section 4.2.3 below unless additional contributions are made in accordance with the provisions of this Agreement.
- 4.2.2 Each Property Owner within the CAC shall, as a condition of the issuance of the first building permit issued pursuant to each phase of any Development Proposal or Redevelopment Proposal for his or her property, pay a proportionate share of the Fee. The amount of each Property Owner's share shall be determined by the Parties no later than March 31, 2011, and shall be calculated on the basis of the amount of Developable Land contained within each parcel of property. The amount paid by each affected Property Owner shall be adjusted annually in accordance with the Denver/Boulder Consumer Price Index.
- 4.2.3 The Parties shall, within sixty (60) days after collecting any Fee revenues from Property Owners, deposit such revenues into a CAC Development Fee Revenue Fund ("Fee Revenue Fund") to be established and administered by one of the Parties pursuant to a written administrative agreement approved by the Town Manager and the City Manager, which agreement shall include a provision whereby the Parties will equitably share the costs incurred in administering the Fee and managing the Fee Revenue Fund. The amounts deposited into the Fee Revenue Fund shall be disbursed annually to the Parties in equal amounts, without regard to whether the properties that generated the Fee revenues are located with the territorial limits of the City or the Town. Such disbursements shall continue until the City and the Town have been fully reimbursed for their initial contributions, adjusted for inflation.
- 4.2.4 Either Party may elect to forego the collection of all or any portion of the Fee amount due from a particular Property Owner in exchange for the Property Owner's provision of a reciprocal benefit to such Party, which benefit may include, but need not be limited to, the setting aside or

dedication to the public of a portion of the Developable Land within the parcel for purposes such as wetlands, open space, parks or other improvements or amenities. In the event that either party elects to forego the collection of any Fee amounts pursuant to this provision, such Party shall nonetheless pay into the Fee Revenue Fund the full amount of the Fee that would have been due from the Property Owner had such election not been made.

4.3. Funding the Maintenance of the Enhanced Improvements and Additional Infrastructure and Services within the CAC through a Public Improvement Fee.

- 4.3.1 The Parties anticipate that CDOT will fund the cost of maintaining all Project improvements except the Enhanced Improvements, and that the cost of maintaining the Enhanced Improvements will be borne by the Parties. In order to fund this cost, and in order to reimburse the City for its cost for wetland mitigation, and in order to provide an ongoing funding source for any additional infrastructure or services within the CAC that the Parties may wish to provide for the benefit of the properties within the CAC, each of the Parties shall require, as a condition of approval of any Development Proposal or Redevelopment Proposal for a retail use within the CAC, that the Property Owner or developer require all retailers within such development to collect from their customers a Public Improvement Fee. The PIF shall be established in accordance with the provisions of a PIF Covenant to be approved by the Parties on or before March 31, 2011. The PIF Covenant, once executed, shall be recorded with the Larimer County Clerk and Recorder.
- 4.3.2 The Property Owner shall be responsible for ensuring that each retailer located within the development collects the PIF at the point of sale and remits the same to the Party having jurisdiction over the property in the same manner as sales taxes are remitted.
- 4.3.3 The rate of the PIF shall be established at no more than 0.5%. The precise amount of the PIF, the improvements and services to be funded by PIF Revenues, the transactions subject to the PIF, and all other particulars related to the PIF shall be agreed upon by the Parties no later than March 31, 2011, and all such improvements and services shall be shown on a "CAC List of PIF Improvements and Services." No Development Proposal or Redevelopment Proposal shall be approved by either Party until the amount of the PIF and the CAC List of PIF Improvements and Services have been approved by the governing bodies of the Parties by resolution or ordinance unless a particular Property Owner submitting a Development Proposal or Redevelopment Proposal agrees in writing to impose the PIF at such time as the Parties have agreed upon the amount of the same, have adopted the CAC List of Improvements and Services, and have so notified the Property Owner.

- 4.3.4 Within sixty (60) days after receiving any PIF Revenue, the receiving Party shall deposit the PIF Revenue into a PIF Revenue Fund to be established by the Parties and administered by one of the Parties pursuant to a written administration agreement approved by the Town Manager and the City Manager, which agreement shall include a provision whereby the Parties will equitably share the costs incurred in administering the PIF Revenue Fund; provided, however that the City may first reimburse itself for the wetland mitigation referenced in Section 4.1.1 above, up to a maximum amount of One Hundred Sixty-five Thousand Dollars (\$165,000), from PIF Revenues generated by properties within its jurisdiction before depositing subsequent PIF Revenues into the PIF Revenue Fund.
- 4.3.5 The monies deposited into the PIF Revenue Fund shall be expended solely for the purpose of defraying the costs of the improvements and services shown on the CAC List of PIF Improvements and Services. Once all such improvements have been constructed and services commenced, the amount of the PIF shall be reduced to an amount commensurate with the cost of maintaining, repairing and replacing said improvements and continuing said services for such period of time as may be determined by the parties to be reasonably necessary to serve the properties within the CAC and maintain the appropriate level of infrastructure and services therein.
- 4.3.6 If any Property Owners have previously constructed capital improvements within the CAC that are shown on the CAC List of PIF Improvements and Services, the fair market value of such improvements shall be credited against the amount of PIF that is due from retailers whose businesses are directly benefitted by such improvements. Said market value shall be determined as of the date that the first PIF payment is due from any such retailer. This "PIF Credit" shall be subject to the following terms and conditions and also subject to any additional administrative regulations that may be established by the Town Manager or City Manager:
- a. If a PIF Credit has not been exhausted within ten (10) years of the date of issuance of the first building permit for which a PIF was due to be imposed under the provisions of this Article, or within such other period as may be agreed upon in writing by the Parties, such PIF Credit shall lapse.
 - b. A Property Owner or developer claiming entitlement to a PIF Credit shall apply for the same prior to or at the time of application for the issuance of any building permit for the development in question, which application shall be on a form provided by the Town or City for such purpose. Upon receipt of such application, the Town Manager or City Manager shall determine, in writing, the maximum value of the PIF Credit

that may be applied against the PIF due to be imposed by the PIF Covenant.

- 4.3.7 No later than December 31, 2030, the governing bodies of the parties will, formally consider whether to continue the PIF at its then current rate, revise the amount of the PIF, or terminate the PIF altogether.
- 4.3.8 The Parties acknowledge that the Property Owners within the CAC are directly affected by the amount of the PIF, the purposes for which the PIF Revenues will be expended, and the period of time that the PIF will remain in effect. Accordingly, the Parties are committed to continuing to receive input from such Property Owners, as well as all other affected parties, during the period of time that the PIF List of Improvements and Services is being formulated. In the event that the Town Manager and the City Manager agree, in their discretion, that such input warrants an amendment to the provisions of this Section 4.3., the Parties shall formally consider such an amendment on or before March 31, 2011.

SECTION 5. REVENUE SHARING

5.1. Terms and Conditions. In addition to sharing the PIF Revenues as provided in Section 4.3. above, the Parties shall, pursuant to the following terms and conditions, share the Property Tax Increment and Sales Tax Increment generated by properties and businesses located within the boundaries of the CAC.

- 5.1.1 All tax revenues generated by the Property Tax Increment and Sales Tax Increment shall be deposited by each Party in a separate account and shall not be intermingled with any other funds of that Party.
- 5.1.2 Sixty-five percent (65%) of the Property and Sales Tax Increment revenues generated in the CAC shall be retained by each Party for use as that Party sees fit. The remaining thirty-five percent (35%) of such revenues shall be transferred to the other Party within sixty (60) days of December 31 of each year. Annual statements showing calendar year total receipts of all such revenues from each of the Property Owners and retailers within the CAC shall be shared with the other Party within thirty (30) days of December 31 of each year, and the Parties agree that these statements are being disclosed solely for tax-related purposes and are therefore to remain confidential.
- 5.1.3 Any interest earned on deposits in the account described in Section 5.1.1 above shall remain the property of the Party that collected the revenue upon which the interest was earned and shall not be shared.
- 5.1.4 The share distribution shall begin on the Effective Date.

5.1.5 Any increase or decrease in the sales or property tax rates of either the City or the Town shall not affect the Property Tax Increment or the Sales Tax Increment due from the City or the Town for the revenue sharing purposes of this Section.

5.1.6 In the event either the City or the Town creates one or more exemptions from sales taxes or property taxes, and such exemption(s) results in a reduction in the amount of revenue collected by such Party in the CAC, the Party creating the exemption(s) shall include the exempted amount in its calculation of the amount of Property and Sales Tax Increment revenue that is due to the other Party under this Section as if the exemption(s) had not been created.

5.1.7 To the extent permitted by law, this sharing of revenues shall continue in perpetuity.

5.2. Cooperation in Attracting New Development. The Parties acknowledge and agree that they may need to cooperate in an effort to attract desirable development. Nothing herein shall preclude the Parties from entering into a subsequent agreement modifying the within Section and creating incentives for development in the CAC beneficial to both Parties. This shall include, but shall not be limited to, an agreement to reduce or eliminate the revenue sources identified in this Section. Any such agreement shall be in writing and set forth the terms under which a modification of this Section will occur.

5.3. Bonding. Nothing in this Agreement is intended to restrict either Party from being able to utilize its sixty-five percent (65%) share of the Property Tax Increment revenue and Sales and Use Tax Increment revenue as collateral or use in underwriting any bond, note, debenture, or other municipal borrowing.

SECTION 6. INSPECTION OF RECORDS.

The City and the Town shall each have the right to inspect and audit the tax revenue and fee collection records of the other pertaining to this Agreement. If any discrepancy is discovered, the auditing Party shall provide written notice, including a copy of the audit report, to the other Party. Any amount due must be paid within thirty (30) days following the written notice or the Parties must engage in negotiations regarding the discrepancy. If a mutual agreement is not reached in sixty (60) days, the provisions of Section 8 below will apply.

To the extent permitted by law, all tax and revenue collection information which is obtained by and pursuant to the inspection and audit provisions of this Agreement shall be deemed privileged, confidential and proprietary information and is being disclosed solely for tax-related purposes, including the calculation of revenue sharing payments pursuant to this Agreement.

The Parties agree that they will not disclose any information to any person not having a legitimate need-to-know for purposes authorized by this Agreement.

The period of limitation for the recovery of any funds payable under this Agreement shall be three (3) years from the date on which the payment is due. Upon the expiration of this period of limitation and any action for collection or recovery of unpaid revenue sharing funds shall be barred.

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 and fees which are collected within the CAC and which are being shared pursuant to this Agreement.

SECTION 7. ANNEXATION

7.1. Amendment of Growth Management Area Boundaries. In order to promote ongoing cooperation and collaboration between the Parties with respect to land use planning on both sides of Interstate 25, and to further the purposes contained in C.R.S. Section 31-12-102 of the Municipal Annexation Act of 1965, the Parties agree that Interstate 25 shall become the boundary between the Fort Collins Growth Management Area ("FCGMA") and the Windsor Growth Management Area ("WGMA"). Accordingly, after the Effective Date, neither Party shall annex, or accept any petition to annex, property within the other Party's growth management area as amended in accordance with this provision. Nor shall either Party annex, or accept any petition to annex, or include within its growth management area, the right-of-way for Interstate 25 adjacent to the other Party's growth management area without the prior written consent of the other Party. Any future amendments to the contiguous boundaries of the FCGMA and the WGMA shall be made only if agreed upon in writing by both Parties.

7.2. County Approval of GMA Boundary Amendments. Both Parties have heretofore entered into intergovernmental agreements with Larimer County that establish the growth management areas of the Parties, which agreements provide for, among other things, the way in which development applications for properties within the FCGMA and the WGMA will be processed by Larimer County. Accordingly, in order to ensure the cooperation of Larimer County in implementing the provisions of this Section, each Party shall, within one (1) year of the Effective Date, seek the approval of Larimer County to amend its agreement with Larimer County so as to reflect the amendments to the FCGMA and WGMA required hereunder. However, the failure of Larimer County to approve either or both such amendments shall not affect the obligation of the Parties to refrain from annexing territory within the FCGMA, the WGMA or the right-of-way for Interstate 25 as required in Section 7.1 above.

7.3. Effect on Prior Annexation Agreements. The provisions of this Section shall supersede and take precedence over any conflicting provisions contained in those certain agreements between the Parties entitled "Intergovernmental Agreement (Regarding Annexations East of Interstate Highway 25)" and "Intergovernmental Agreement (Regarding Annexations in the Fort Collins Cooperative Planning Area Adjacent to Fossil Creek Reservoir), both of which are dated June 28, 1999.

SECTION 8. MEDIATION/ARBITRATION

8.1. Enforceability of Agreement. The parties acknowledge that agreements between municipalities for the purposes set forth herein are mutually binding and enforceable. The parties likewise acknowledge that the unique nature of agreements between municipalities often require equally unique remedies to ensure compliance with the provisions of such agreements while preserving the obligations of the parties to one and other and promoting the continued existence and effectiveness of such agreements. It is the intent of the parties to this Agreement to provide enforcement remedies through a combination of alternative dispute methodologies including mediation and binding arbitration, and thereby eliminate the necessity of judicial enforcement of this Agreement. Nothing herein shall be deemed to preclude either party from seeking judicial enforcement of any mediation agreement reached between the parties or binding arbitration order entered as a result of the alternate dispute methodologies set forth herein.

8.2. Mediation/Arbitration Process in General. 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 forty five (45) days after said notice, the issue of non-compliance shall be submitted to mediation and thereafter, assuming no resolution has been reached through the mediation process, shall be submitted to binding arbitration. The mediation and binding arbitration processes shall be in accordance with the provisions hereinafter set forth. These mediation and arbitration provisions shall be in addition to questions of non-compliance as aforesaid, apply to all disagreements or failure of the parties to reach agreement as may be required by the terms of this Agreement. This shall include, but shall not be limited to, the creation of joint land use designs and standards, approval or rejection of Development Proposals, and disputed matters concerning shared revenues.

8.3. Sharing of Costs. All costs of the mediation/binding arbitration process shall be divided equally between the Parties.

8.4. Mediation Process. The dispute resolution process shall commence with 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 within fifteen (15) days of the commencement of the process, each party shall within five (5) days appoint an independent third party, and the third parties so appointed shall select a mediator within fifteen (15) days of their appointment. Mediation shall be completed no later than sixty (60) days after a mediator is selected by the parties or by the independent third parties. The procedures and methodology for mediation shall be determined by the mediator, but shall be in compliance with applicable law.

8.5. Binding Arbitration Process. In the event the parties are unable to reach agreement through the mediation process, the matter in dispute shall be submitted to binding arbitration. The parties agree that the order resulting from the arbitration process shall be deemed a final and conclusive resolution of the matter in dispute. The parties shall agree on the appointment of an arbitrator who shall be experienced in matters of

local government and the legal obligations of local government entities. It is understood and agreed that the parties may agree upon the appointment of that person who conducted the mediation portion of this process as the arbitrator, but are not bound to do so. In the event the parties are unable to agree upon an arbitrator within fifteen (15) days, each party will appoint an independent third party, and the third parties so appointed shall select a mediator within fifteen (15) days of their appointment. Arbitration shall be completed no later than ninety (90) days after an arbitrator is selected by the parties or by the independent third parties. The procedures and methodology for binding arbitration shall be determined by the arbitrator, but shall be in compliance with applicable law.

SECTION 9. CONTINGENT ON APPROPRIATIONS

The obligations of the City and Town do not constitute an indebtedness of the City or Town within the meaning of any constitutional or statutory limitation or provision. The obligations of the City and Town for payment of the Sales Tax Increment under this Agreement shall be from year to year only and shall not constitute a mandatory payment obligation of the City or Town in any fiscal year beyond the present fiscal year. This Agreement shall not directly or indirectly obligate the City or Town to make any payments of Sales Tax Increment beyond those appropriated for any fiscal year in which this Agreement shall be in effect. The City and Town Manager (or any other officer or employee at the time charged with the responsibility of formulating budget proposals) is hereby directed to include in the budget proposals and appropriation ordinances submitted to the City Council and the Town Board, in each year prior to expiration of this Agreement, amounts sufficient to meet its obligations hereunder, but only if it shall have received such amounts in the form of Sales Tax Increment, it being the intent, however, that the decision as to whether to appropriate such amounts shall be at the discretion of the City Council and Town Board.

SECTION 10. MISCELLANEOUS

10.1. Amendment. This Agreement is the entire and only agreement between the Parties regarding the sharing of (1) costs for the Project; and (2) net new tax revenues and PIF generated with the CAC boundaries. There are no promises, terms, conditions, or other obligations other than those contained in this Agreement. This Agreement may be amended only in writing signed by the Parties.

10.2. Severability. Except as otherwise provided in this Agreement, if any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision of this Agreement and the rights of the Parties will be construed as if that part, term, or provision was never part of this Agreement.

10.3. Colorado Law. This Agreement is made and delivered with the State of Colorado and the laws of the State of Colorado will govern its interpretation, validity, and enforceability.

10.4. Jurisdiction of Courts. Personal jurisdiction and venue for any civil action commenced by any of the Parties to this Agreement for actions arising out of or relating to this Agreement will be the District Court of Larimer County, Colorado.

10.5. Representatives and Notice. Any notice or communication required or permitted under the terms of this Agreement will be in writing and may be given to the Parties or their respective legal counsel by (a) hand delivery; (b) deemed delivered three business days after being deposited in the United States mail, with adequate postage prepaid, and sent via registered or certified mail with return receipt requested; or (c) deemed delivered one business day after being deposited with an overnight courier service of national reputation have a delivery area of Northern Colorado, with the delivery charges prepaid. The representatives will be:

If to the City: City Manager
 300 LaPorte Avenue
 PO Box 580
 Fort Collins, CO 80524

With a copy to

 City Attorney
 300 LaPorte Avenue
 PO Box 580
 Fort Collins, CO 80524

If to the Town: Town Manager
 Windsor Town Hall
 301 Walnut Street
 Windsor, CO 80550

With a copy to

 Town Attorney
 c/o Town Manager
 Windsor Town Hall
 301 Walnut Street
 Windsor, CO 80550

10.6. Good Faith. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition or delay any approval, acceptance or extension of time required or requested pursuant to this Agreement.

10.7. Authorization. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary action, notices, meetings, and hearings pursuant to any law required to authorize their execution of this Agreement have been made.

10.8. Assignment. Neither this Agreement nor the City or Towns' rights, obligations or duties may be assigned or transferred in whole or in part by either Party without the prior written consent of the other Party.

10.9. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same agreement.

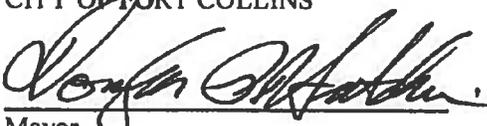
10.10. No Third Party Beneficiary. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, are strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included in this Agreement. It is the express intention of the Parties that no person and/or entity, other than the undersigned Parties, receiving services or benefits under this Agreement shall be deemed any more than an incidental beneficiary only.

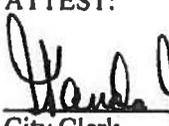
10.11. Recordation of Agreement. The City shall record a copy of this Agreement in the office of the Clerk and Recorder of Larimer County, Colorado.

10.12. Execution of Other Documents. The Parties agree to execute any additional documents and to take any additional actions necessary to carry out the terms of this Agreement.

Approved As To Form:

City Attorney

CITY OF FORT COLLINS

Mayor

ATTEST:

City Clerk



TOWN OF WINDSOR,

Mayor

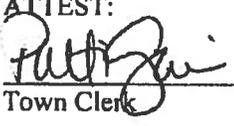
ATTEST:

Town Clerk



EXHIBIT "A"

I25 - State HWY 392 Interchange Corridor Activity Center



 Corridor Activity Center



CITY OF FORT COLLINS
GEOGRAPHIC INFORMATION SYSTEM MAP PRODUCTS
These data products are of varying accuracy and are not intended to be used for navigation or other purposes where high accuracy is required. The City of Fort Collins is not responsible for any errors or omissions in these data products. The City of Fort Collins is not responsible for any damages or losses resulting from the use of these data products. The City of Fort Collins is not responsible for any damages or losses resulting from the use of these data products. The City of Fort Collins is not responsible for any damages or losses resulting from the use of these data products.



Printed December 06, 2018

Exhibit B

**Intergovernmental Agreement - Pertaining to the Development of the
Interstate 1-25/Colorado Highway 392 Interchange**

**Permitted Uses in the Corridor Activity Center
Land Use Table**

Lodging
Retail Store
Multi-Family Mixed-Use
Mixed Used Residential
Offices/Financial
Retail Establishment/Big Box
Small Scale Rec./Events Center
Standard Restaurant
Personal/Business Service Shops
Health Club
Schools-Private/Vocational Colleges
Drive Thru Restaurants
Fast Food Restaurants
Grocery/Supermarket
Medical Center/Clinics
Entertainment Facilities/Theaters
Tele-Communication Equipment, excluding freestanding towers
Cultural Venues
Fuel Sales Convenience Stores
Hospital
Long Term Care Facilities
Adult Day Care Centers
Unlimited Indoor Recreation

December 13, 2010 Land Use Table

TOWN OF WINDSOR

ORDINANCE NO. 2011-1402

AN ORDINANCE AMENDING CHAPTER 17 OF THE WINDSOR MUNICIPAL CODE TO ADOPT CERTAIN LAND USES AND DESIGN STANDARDS FOR DEVELOPMENT WITHIN THE CORRIDOR ACTIVITY CENTER AT THE INTERSECTION OF THE INTERSTATE 25 AND COLORADO STATE HIGHWAY 392 AND REPEALING RELATED PROVISIONS

WHEREAS, the highway interchange at Interstate 25 and State Highway 392 (“Interchange”) is a vital component to the region’s transportation network; and

WHEREAS, on January 3, 2011, the Town of Windsor (“Town”) and the City of Fort Collins (“City”) have entered into an Intergovernmental Agreement (“IGA”) under which certain legislative steps are required in conjunction with improvements to the Interchange and land use regulations in the vicinity thereof; and

WHEREAS, the IGA calls for the establishment of a Corridor Activity Center (“CAC”) surrounding the Interchange on both the east and west sides of Interstate 25; and

WHEREAS, the Town and the City have agreed that establishing requirements for the development of land within the CAC on both sides of Interstate 25 is necessary and proper to assure quality development and consistency of uses; and

WHEREAS, the Town and the City have through their respective representatives arrived at an agreed roster of permitted uses within the CAC, a copy of which is attached hereto, entitled “*I-25/SH 392 Interchange Project Corridor Activity Center - Proposed Land Use Table - Permitted Uses*”, is incorporated herein by this reference, and will be referred to herein as the “Permitted Uses”; and

WHEREAS, the Town and the City have through their respective representatives arrived at an agreed set of design standards for the development of land within the CAC, a copy of which is attached hereto, entitled “*I-25/SH 392 Interchange Project Corridor Activity Center - Proposed Gateway Standards - Corridor Activity Center Design Standards*”, is incorporated herein by this reference, and will be referred to herein as the “CAC Design Standards”; and

WHEREAS, the Windsor Town Board has examined the Permitted Uses and CAC Design Standards, and finds that the said Permitted Uses and CAC Design Standards represent a reasonable, appropriate and proper limitation on land uses within the CAC; and

WHEREAS, by this Ordinance, the Town Board wishes to formally adopt the Permitted Uses and CAC Design Standards as required by the IGA; and

WHEREAS, the Town Board wishes to repeal and amend Section 17-13-40 of the Windsor Municipal Code to delete any reference to the establishment or assessment of review fees under Article XIII of the Code.

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

Section 1. The attached Permitted Uses and CAC Design Standards are hereby approved, adopted and ratified by the Town Board.

Section 2. Article XIII, Chapter 17 of the Windsor Municipal Code shall be amended by the addition of the following Division 3, which shall read:

Division 3

Interstate 25/State Highway 392 Corridor Activity Center

Sec. 17-13-380. Corridor Activity Center, defined

For purposes of this Article, the “Corridor Activity Center” shall mean the Interstate 25/State Highway 392 Corridor Activity Center defined in the Intergovernmental Agreement Pertaining to the Development of the Interstate I25/State Highway 392 Interchange dated January 3, 2011, between the City of Fort Collins, Colorado, and Town of Windsor, Colorado, and as may pursuant to said Intergovernmental Agreement be amended in the future.

Section 17-13-390. Corridor Activity Center; Permitted Uses

Land uses within the Corridor Activity Center shall be limited to the following:

- Adult Day Care Centers
- Drive-Thru Restaurants
- Entertainment Facilities/Theaters
- Fast Food Restaurants
- Fuel Sales Convenience Stores
- Grocery/Supermarket
- Health Club
- Hospital
- Lodging
- Long Term Care Facilities
- Medical Center/Clinics
- Mixed Use Residential
- Multi-Family Mixed-Use

Offices/Financial
Personal/Business Service Shops
Retail Establishment/Big Box
Retail Store
Schools-Private/Vocational Colleges
Small Scale Recreation/Events Center
Standard Restaurant
Telecommunication Equipment, excluding freestanding towers
Unlimited Indoor Recreation

Sec. 17-13-400. Corridor Activity Center; Design Standards, applicability

The Design Standards for the Interstate 25/State Highway 392 Corridor Activity Center established pursuant to this Division 3 shall apply to all building, growth and development within the Corridor Activity Center.

Sec. 17-13-410. Design Criteria

The following criteria shall apply to all building, growth and development within the Corridor Activity Center:

1. Minimum Level of Masonry

On any first floor building elevation that is visible from a public right-of-way, masonry materials limited to natural stone, synthetic stone, brick, and concrete masonry units that are textured or split face, solely or in combination, shall be applied to cover from grade to the top of the entry feature of such elevation, or if there is no entry feature on any particular elevation, to a height that would be equivalent to the top of the first floor. For first floor building elevations not visible from a public right-of-way and on all upper stories, other exterior finish materials including but not limited to synthetic stucco (E.I.F.S.), architectural metals, clay units, terra cotta, prefabricated brick panels or wood can be applied in whole, or in combination with the masonry materials described above. For the purposes of this provision, *architectural metals* shall mean metal panel systems that are either coated or anodized; metal sheets with expressed seams; metal framing systems; or cut, stamped or cast ornamental metal panels, but not ribbed or corrugated metal panel systems. Standard concrete masonry units or tilt-up concrete with applied texturing are prohibited on any building elevation.

2. Roofs

A roof pitch is required for buildings containing less than twenty-five thousand (25,000) square feet and having three (3) stories or less. In cases where mechanical equipment must be mounted on the roof, a sloping mansard roof shall be allowed.

3. Building Height

The maximum building height shall be ninety (90) feet.

4. Sign Standards

All freestanding signs shall be ground signs and shall be limited to a maximum height of fourteen (14) feet along and perpendicular to I-25 and twelve (12) feet along and perpendicular to all other streets. Such ground signs shall be subject to all other requirements found in Article IX of Chapter 16 of this Code.

Sec. 17-13-420. Site plan process.

Submission of a site plan demonstrating compliance with the applicable design criteria, as established in this Division 3, shall be submitted and processed pursuant to the site plan review procedure set forth in Article VII of this Chapter and the requirements of the Intergovernmental Agreement Pertaining to the Development of the Interstate I25/State Highway 392 Interchange dated January 3, 2011, between the City of Fort Collins, Colorado, and Town of Windsor, Colorado, prior to the approval of any building, growth or development within any Corridor Activity Center.

Sec. 17-13-430. Review by Town.

The Town Manager is hereby authorized to retain the services of a consulting architect to examine the site plan and report to the Planning Department, Planning Commission and Town Board with respect to the site plan's compliance with the design criteria established in this Division 3.

Sec. 17-13-440. Design criteria controls other rules and regulations.

The requirements of this Division shall be in addition to all other building, growth and development rules and regulations set forth in this Code. Where those rules and regulations specifically conflict with the design criteria adopted hereunder, the design criteria adopted hereunder shall control.

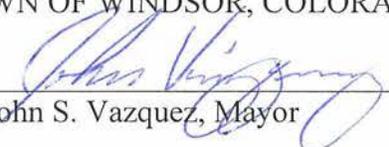
Section 3. Section 17-13-40 of the Windsor Municipal Code shall be repealed, amended and readopted to read as follows:

Sec. 17-13-40. Site plan process.

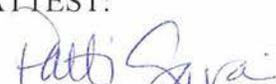
Submission of a site plan demonstrating compliance with the applicable design criteria, as established hereby, shall be submitted and processed pursuant to the site plan review procedure set forth in Article VII of this Chapter prior to the approval of any building, growth or development within any Commercial Corridor. Any site plan review fees established by Town Board resolution pursuant to this Article are hereby repealed.

Introduced, passed on first reading, and ordered published this 14th day of February, 2011.

TOWN OF WINDSOR, COLORADO

By 
John S. Vazquez, Mayor

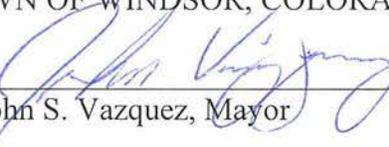
ATTEST:


Patti Garcia, Town Clerk



Introduced, passed on second reading, and ordered published this 14th day of March, 2011.

TOWN OF WINDSOR, COLORADO

By 
John S. Vazquez, Mayor

ATTEST:


Patti Garcia, Town Clerk



■ LILEY LAW OFFICES, LLC ■

October 8, 2015

Mayor Wade Troxell
and Members of the City Council
City Hall West
300 LaPorte Avenue
Fort Collins, CO 80521

Dear Mayor Troxell and Council Members:

After the September 22, 2015 work session, my clients, owners of four (4) separate automobile sales facilities in Fort Collins which represent the manufacturers of Chrysler, Dodge, Jeep, Ram, Nissan and Kia vehicles, were concerned that a significant amount of relevant information, developed over a long period at great cost, was not available to you at the work session. They want to ensure that you have an opportunity to review this material prior to your meeting with the Windsor Town Board.

Background

Before initiating the process and discussion about the possibility of constructing an automobile dealership complex southeast of the Interstate 25/Highway 392 interchange (the "Interchange"), our team searched the Windsor and Fort Collins' records regarding the Corridor Activity Center ("CAC") in an attempt to understand why automobile dealerships had been eliminated from the CAC uses, when such use was a permitted use in the underlying Windsor zoning for the property. We found no specific references to automobile dealerships at all, which doesn't mean that the use wasn't intentionally deleted and we have heard that may be the case. The more important question is why the use was eliminated and that question remains unanswered. A permitted land use cannot just be eliminated because it is not popular, so we question what it is about automobile dealerships that caused its exclusion from the CAC when it is a use-by-right in the underlying zoning.

This question was posed at the first joint meeting between the staffs of Windsor and Fort Collins. No one could give an answer except to explain that because Highway 392 is a gateway to both municipalities, there was a concern about lighting and being able to present the appropriate visual image which the upgraded CAC design standards required. It was agreed that Windsor and Fort Collins needed to be able to articulate what specific attributes about automobile dealerships made them inappropriate for this location.

Mayor Troxell and
City Council Members
October 8, 2015
Page 2

Also at the joint meeting, it was decided that a conceptual plan illustrating how an automobile dealership complex could meet the I-25 Corridor Design Standards and the upgraded CAC Design Standards would be key because it was unclear that automobile dealerships differed significantly from other CAC allowed uses in impacts other than, potentially, visual impacts.

Following the joint meeting, Ripley Design Inc. produced such a conceptual plan followed by a video fly-through presentation to further assess the proposed automobile dealership complex's ability to comply with the applicable standards.

The Fort Collins staff also requested an economic analysis which was completed in March 2015 and provided to staff from both Windsor and Fort Collins.

After this work was completed, Darin Atteberry talked to the Windsor Town Manager and thereafter requested that our clients submit a formal request to Windsor to amend the intergovernmental agreement between the two municipalities to add automobile dealerships to the CAC permitted use list.

My clients' formal request for an addition of this use to the CAC permitted uses was submitted to Windsor on May 12, 2015 containing background information on why the amendment was needed (including an explanation of the many years of efforts made by the automobile dealerships to find suitable sites in Fort Collins), the economic analysis and how the project could meet the I-25 Corridor Design Standards and the CAC design standards.

All of this information, including a live presentation of the video fly-through, was presented to the Windsor Town Board on July 7, 2015.

Thereafter, Windsor's Mayor sent a letter explaining Windsor's desire to continue the process and have a joint meeting with Fort Collins which led to your work session on September 22, 2015.

Documents Provided by City Staff

In follow up to the work session, City staff has provided you with the following documents. Please note that we have identified pertinent sections of the several of the documents. Also please note that none of these documents specifically reference automobile dealerships or, of more importance, why they were eliminated from the list of permissible CAC uses.

Mayor Troxell and
City Council Members
October 8, 2015
Page 3

- 2008 Joint Meeting Summary (see Fundamental Principle re Community Character on page 2)
- 2010 Joint Meeting Summary (see Key Element 1 on page 1)
- March 1, 2011 Agenda Item Summary (see page 6 of Annotated Issue List and Attachment 4, Planning and Zoning Board minutes)
- March 15, 2011 Agenda Item Summary
- Ordinance #118, Nov. 2012: FIRST AMENDED INTERGOVERNMENTAL AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE INTERSTATE 25/STATE HIGHWAY 392 INTERCHANGE
- Ordinance #62, May 2013: Amendment to first amendment
- 2013 IGA
- 2013 Administrative Agreement

Additional Documents

In addition to those documents being provided by City staff, we would like to submit the following documents for your consideration:

1. December 21, 2010 Agenda Item Summary re IGA (see highlighted language on page 2 of AIS, and pages 2 and 4, and Exhibit B to IGA).
2. Windsor Ordinance No. 2011-1402 re CAC uses and design standards, together with the Staff Memorandum and minutes of the Planning Commission and Town Board minutes.
3. Fort Collins City Council, March 1, 2011 Minutes (see pages 207-210).
4. Fort Collins City Council, March 22, 2011 Minutes (see pages 261-263).

Please note that the above-listed four documents are included simply because they are part of the CAC record. None contain specific references to automobile dealerships.

5. The Request for Addition to Corridor Activity Center Uses submitted to the Windsor Town Board on May 12, 2015 which was the basis for the letter from the Windsor Mayor to you and includes background, planning and economic analysis crucial to assessing the request.

6. BCC Research & Consulting Fiscal Impact Analysis dated March 4, 2015. This is the economic analysis requested by both Fort Collins' and Windsor's staffs.

7. Windsor Municipal Code provisions showing automobile dealerships are a use-by-right in the underlying Windsor zoning (Limited Industrial I-L District and General Commercial GC District).

8. Windsor Municipal Code (Sec. 17-13-410 through Sec. 17-13-470) and Fort Collins Land Use Code (Division 4.21) provisions for the CAC permitted uses which demonstrate that a wide variety of uses are allowed in the CAC area, including large retail establishments over 25,000 square feet in size (e.g. Cost Co) and medical centers, along with many other uses.

Note that questions were asked at the work session about the intended uses in the CAC and whether or not it was intended for small retail. While smaller retail is clearly allowed, it cannot be said that the CAC area was intended for small retail when “big boxes” are allowed along with large-scale medical facilities, among many others.

9. Windsor Municipal Code (Sec. 17-13-440) and Fort Collins Land Use Code (Se. 3-9-12) provisions for CAC design standards. It was unclear from the information available at the work session that not only are there I-25 Corridor Design Standards which need to be met, but upgraded CAC design standards for this gateway. This is the reason the conceptual site plan and video flyover were produced: to ensure the proposed use could meet these standards and why they are critical for City Council to review. In particular, please see illustration 5 of an “MCR-like medical” facility, allowed in the CAC, versus the proposed auto dealership use.

10. Graphic package prepared by Ripley Design, Inc. to illustrate compliance with the design standards, plus the following link to the video fly-through presentation:

https://drive.google.com/folderview?id=0B_P_rVdz6_cNS0ZaSXBxeUhXd3M&usp=sharing

Other Work Session Questions

- Impact to Natural Areas. At the work session, Council Member Ross Cunniff suggested that the site of the proposed automobile dealerships was adjacent to the natural area. The Fossil Creek Reservoir Natural Area is on the other side of I-25 and not impacted.

- Intent of Overlay Zoning. The CAC zoning was intended to be dynamic and subject to change. In the Windsor Planning Commission’s discussion of “other uses not shown in the property land use table,” the Director of Planning stated that “because this is a living document if at a certain time the staff and boards of each city feel that it needs to be updated it can.” It was reiterated in this discussion that “if a use that is not on the list would like to develop within this

Mayor Troxell and
City Council Members
October 8, 2015
Page 5

corridor they will have the option of appearing before the Windsor Town Board and the Fort Collins City Council to request approval of the development.” (See the 2.3.11 Windsor Planning Commission Minutes included in the additional documents referenced above)

▪ Dealerships Affected. There are currently seven (7) automobile dealership ownership groups that represent twenty (20) different automobile manufacturers at sixteen (16) separate locations in Fort Collins. The automobile dealerships requesting the addition of use in the CAC represent six (6) of the manufacturers (Chrysler, Dodge, Jeep, Ram, Nissan and Kia) and four separate facilities, or 25% of all automobile dealership locations, currently in Fort Collins.

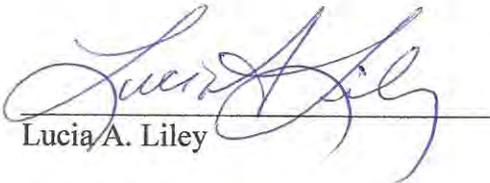
In conclusion, after an exhaustive multi-year search, the fact remains that relocation options for the automobile dealerships in Fort Collins do not exist. The automobile dealers desire to remain in the Fort Collins service area and to continue to provide needed services to this regional area. At stake are the \$25-30 million dollars worth of local dealerships and their affected jobs.

Thank you for your consideration of this crucial information.

Sincerely,

LILEY LAW OFFICES, LLC

By:


Lucia A. Liley

LAL/jpk

Pc: John R. Duval, Assistant City Attorney
Laurie Kadrich, Director, Planning, Development & Transportation
Tom Leeson, Interim Director, CDNS
Josh Birks, Economic Health Director



March 4, 2015

Mr. Mike Downey
Vice President
Fort Collins Dodge Chrysler Jeep Ram

Mr. David Swanson
CEO
Tynan's Nissan and Tynan's Kia

Via email

Re: Fort Collins Dodge Chrysler Jeep Ram and Tynan's Economic and Fiscal Impact Analysis

Mr. Downey and Mr. Swanson:

This letter documents the projected economic and fiscal impacts of the proposed relocation and development of Fort Collins Dodge Chrysler Jeep Ram (DCJR), Tynan's Nissan and Tynan's Kia (collectively Tynan's auto dealerships) on the Town of Windsor, Colorado (Town). The analysis also considers development of four adjacent commercial pad sites.

Our analysis is based on the most recent site development plans; the auto dealership's current and projected sales revenue data; Larimer County assessor data; conversations with local commercial real estate brokers; the Town's development fee schedule; and the Town's fiscal model.

Background

Fort Collins DCJR and Tynan's auto dealerships are considering a relocation and expansion of their respective facilities; a result of increased demand for their products and services. Fort Collins DCJR and Tynan's have identified a 53-acre commercially zoned land parcel within the Town of Windsor as a viable location for the auto dealerships, shown in Figure 1.¹ This land parcel is located to the southeast of the Interstate 25/State Highway 392 Interchange. The site

¹ The site is comprised of two individual land parcels. The northern parcel (# 86221-47-002) is 22.81 acres and the southern parcel (# 86220-00-003) is 30.00 acres.

was chosen due to its high visibility from major roadways; ease of access; traffic volume; and strategic location in Northern Colorado. Along with the construction of the auto dealership facilities, four commercial pad sites are included in the site plan (Figure 2).

Figure 1.
Map of Proposed
Development Site

Source:
BBC Research & Consulting; ArcGIS.



Corridor activity center. The 53-acre land parcel is located within the Corridor Activity Center (CAC), an area created through an intergovernmental agreement between the City of Fort Collins and the Town of Windsor.² Properties within the CAC are located in close proximity to the Interstate 25/State Highway 392 Interchange (Interchange) and subject to a special one-time fee to recover the infrastructure costs associated with the Interchange improvement.³ The special fee imposed on the “Benefitted Properties” results from the anticipated appreciation in value due to the construction of the Interchange, as well as to offset improvement costs

² Town of Windsor, Ordinance NO. 2012-1440.

³ The CAC special one-time fee is to be paid in quarterly installments over seven years.

associated with Benefitted Property development, as well as the subsequent increase in vehicular trips.

The type of development allowed on a property within the CAC is restricted to a set of permitted land uses. Currently, auto dealerships are not listed as a permitted use. As such, allowance of auto dealership development within the CAC would require an amendment to the intergovernmental agreement between the City of Fort Collins and the Town of Windsor.

Fiscal Impact Findings

The proposed auto dealership and commercial development would create an annual net surplus between \$105,000 (auto dealerships only) and \$290,000 (auto dealerships plus commercial space). Additionally, the development will generate between \$740,000 and \$1 million in one-time construction use tax and development fees for the Town, depending on the specific characteristics of the pad development.⁴ The development of the land parcel will also recover over \$347,000 in one-time special fee assessments associated with the CAC.⁵

Methodology

BBC's economic and fiscal impact analysis models municipal revenue and expenditure associated with the development and operation of the auto dealerships and adjacent commercial space. These revenue sources include sales tax, property tax, construction use tax, development fees (impact fees and building permit fees) and CAC special fees. For other municipal revenues and the expenditures component,⁶ BBC coordinated with the Town of Windsor to utilize their existing fiscal model to estimate Town operating expenditures associated with the auto dealerships and commercial space.

Development assumptions. The auto dealerships are expected to occupy approximately 30 acres, or 60 percent of the site. The Fort Collins DCJR auto dealership will occupy a 40,000 square foot facility, while Tynan's Nissan and Tynan's Kia will each require a 24,000 square foot facility. The total built square footage of the auto dealerships on the development site is expected to be 88,000 square feet.

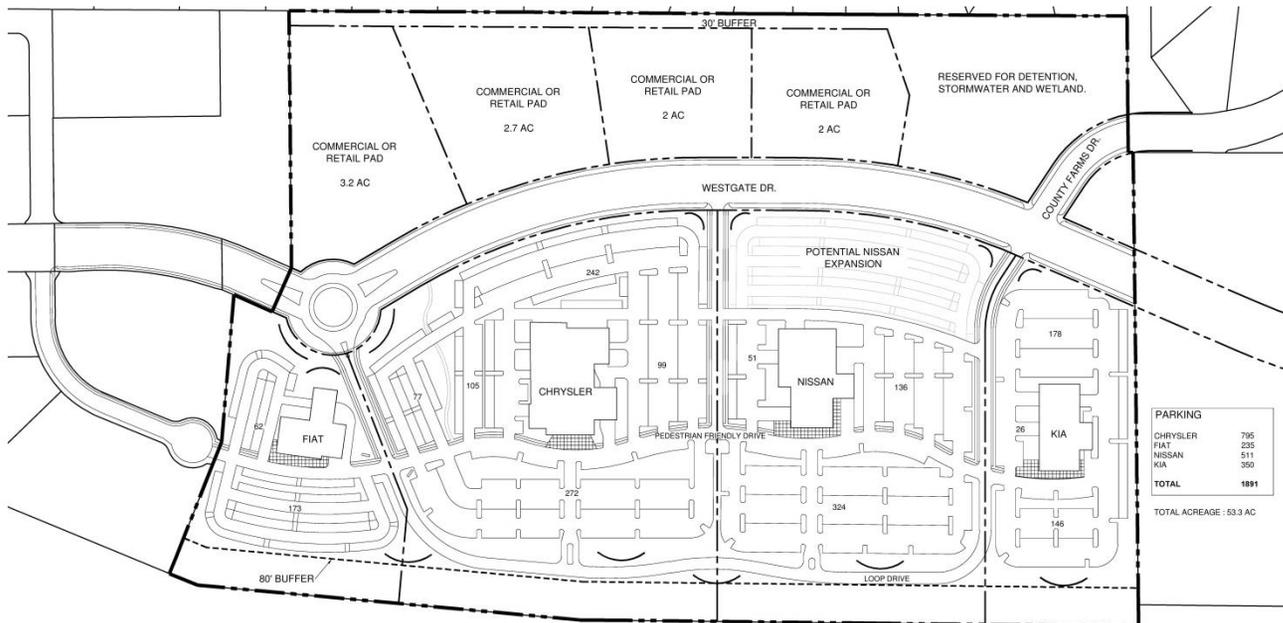
The current site plan designates 9.9 acres, across four pad sites, for retail and/or office space. Figure 2 presents the current site plan.

⁴ Development fees include building permit fees and impact fees. Impact fees are assessed on commercial development for sewer plant investment, water plant investment, storm drainage and road impacts.

⁵ The original CAC special fee assessment for both parcels totaled \$317,675 in 2012. Adjusted for inflation at 3.05%, specified in the Town of Windsor Ordinance, the total fee amounts to \$347,638 in 2015 dollars.

⁶ Other municipal revenues include charges for services, fines and forfeitures, licenses and permits, intergovernmental revenue and other miscellaneous tax revenues.

Figure 2.
Site Plan

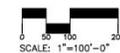


PARKING	
CHRYSLER	795
FIAT	235
NISSAN	511
KIA	350
TOTAL	1891

TOTAL ACREAGE: 53.3 AC

1:25

WESTGATE AUTO DEALERSHIPS
CONCEPT PLAN - 01/08/15



• land planning • landscape architecture •
• urban design • entitlement •
401 Westwood Avenue, Suite 100, Fort Collins, CO 80501
970.224.1462 • www.ripleydesign.com

Source: Ripley Design Inc.

BBC has created two scenarios for commercial pad development:

- *Commercial Scenario 1* includes construction of four retail structures, averaging 5,000 square feet each (20,000 square feet total).
- *Commercial Scenario 2* also assumes construction of four structures averaging 5,000 square feet each, but two retail structures (10,000 square feet total) and two office structures (10,000 square feet total).

The below analysis considers both of the commercial pad development scenarios.

Municipal Revenues

BBC's analysis focuses on impacts to the General Fund, Capital Improvement Fund and Community and Recreation Center Fund. Projections of one-time revenue are included for the Water Fund, Sewer Fund and Storm Drainage Fund.

The Town of Windsor imposes a 3.95 percent sales and use tax. This tax rate is broken into two components: 3 percent for the General Fund and Capital Improvement Fund and 0.95 percent dedicated to the Community and Recreation Center Fund. The 3 percent is split between the General Fund (60 percent) and the Capital Improvement Fund (40 percent). The General Fund is also supported by property tax revenues and building permit fees. Road impact fees go to the Capital Improvement Fund, while other capital expansion fees go towards specific enterprise funds (i.e. sewer plant investment fees go to the sewer fund).

Annual sales tax. In Colorado, sales tax imposed on motor vehicle purchases accrues to the municipality of the purchaser's residence, not the location of purchase. In 2011, the Town of Windsor enacted an ordinance that "imposed a sales tax exemption on motor vehicles purchased from dealerships located within the city limits [outside of the city limits was already exempted] if the buyer is a Town of Windsor resident."⁷ Consequently, sales tax is not collected by the Town on any motor vehicle purchases. However, automotive parts sales are taxed by the Town at the standard 3.95 percent.

Figure 3 on the following page presents the annual sales tax collected from the auto dealerships and new retail development. The sales tax revenues attributable to the auto dealerships only represent parts sales, for the reasons discussed above. BBC's calculation for the auto dealerships is based upon data and projections provided by Fort Collins DCJR and Tynan's. BBC estimates total annual sales tax revenues of almost \$160,000 from the auto dealerships.

In addition to the assumptions made regarding total square footage and use, retail sales per square foot is assumed to be \$250 for both commercial development scenarios. New commercial retail sales tax is almost \$200,000 under *Commercial Scenario 1* and around \$100,000 under *Commercial Scenario 2*.

⁷ Town of Windsor – Sales Tax FAQ, 2014.

Figure 3.
Annual Sales Tax Revenue

Sales Tax Source	Sq Ft	Retail Sales / Sq Ft	Total Sales Revenue	General Fund Tax Collected (1)	CIF Tax Collected (2)	Rec Center Fund Tax Collected (3)	Total Windsor Sales Tax Collected
Auto Dealerships (parts sales only)							
Fort Collins Dodge Chrysler Jeep Ram		<i>Independent Calculation</i>	\$2,517,756	\$45,320	\$30,213	\$23,919	\$99,451
Tynan's Nissan and Tynan's Kia		<i>Independent Calculation</i>	<u>\$1,487,617</u>	<u>\$26,777</u>	<u>\$17,851</u>	<u>\$14,132</u>	<u>\$58,761</u>
Total Auto Dealerships			\$4,005,373	\$72,097	\$48,064	\$38,051	\$158,212
Commercial Pad Development							
<i>Commercial Scenario 1</i>							
Retail	20,000	\$250	\$5,000,000	\$90,000	\$60,000	\$47,500	\$197,500
Office	-	-	-	-	-	-	-
Total	20,000		\$5,000,000	\$90,000	\$60,000	\$47,500	\$197,500
<i>Commercial Scenario 2</i>							
Retail	10,000	\$250	\$2,500,000	\$45,000	\$30,000	\$23,750	\$98,750
Office	10,000	N/A	N/A	N/A	N/A	N/A	N/A
Total	20,000		\$2,500,000	\$45,000	\$30,000	\$23,750	\$98,750
Total Sales Tax Revenues							
Auto Dealerships + Commercial Scenario 1			\$9,005,373	\$162,097	\$108,064	\$85,551	\$355,712
Auto Dealerships + Commercial Scenario 2			\$6,505,373	\$117,097	\$78,064	\$61,801	\$256,962

- Notes: (1) The General Fund receives 60% of the 3% sales tax rate.
(2) The Capital Improvement Fund (CIF) receives 40% of the 3% sales tax rate.
(3) The Community and Recreation Center Fund receives 100% of the 0.95% sales tax rate.

Source: Town of Windsor – Overview of Funds Structure; BBC Research & Consulting.

Construction material spending. For construction costs, BBC assumed market value costs of \$175 per square foot for auto dealership construction and \$250 per square foot for commercial retail/office construction. For all construction, cost related to materials is assumed to be 40 percent of the overall construction cost. Construction use tax within the Town is 3.95 percent.

Figure 4 below presents the development's impact on funds that are supported by construction use tax. Construction related to the auto dealerships is estimated to generate over \$120,000 in construction use tax. Commercial construction under both scenarios (constant construction cost per square foot) would generate \$40,000 in one-time construction use taxes. The Town would collect over \$160,000 in one-time construction use tax from the project.

Figure 4.
Construction Use Tax Revenue (One-Time)

Construction Description	Sq Ft	Cost / Sq Ft	% Material Cost	CIF Tax Collected (1)	Rec Center Fund Tax Collected (2)	Total Windsor Use Tax Collected
Auto Dealerships						
Fort Collins Dodge Chrysler Jeep Ram	40,000	\$175	40%	\$42,000	\$13,300	\$55,300
Tynan's Nissan and Tynan's Kia	48,000	\$175	40%	\$50,400	\$15,960	\$66,360
Total Auto Dealerships	88,000	\$175	40%	\$92,400	\$29,260	\$121,660
Commercial Pad Development						
<i>Commercial Scenario 1</i>						
Retail	20,000	\$250	40%	\$30,000	\$9,500	\$39,500
Office	-	-	-	-	-	-
Total	20,000			\$30,000	\$9,500	\$39,500
<i>Commercial Scenario 2</i>						
Retail	10,000	\$250	40%	\$15,000	\$4,750	\$19,750
Office	10,000	\$250	40%	\$15,000	\$4,750	\$19,750
Total	20,000			\$30,000	\$9,500	\$39,500
Total Construction Use Tax						
	<i>Total Building</i>					
Auto Dealerships + Commercial Scenario 1	108,000	-	-	\$122,400	\$38,760	\$161,160
Auto Dealerships + Commercial Scenario 2	108,000	-	-	\$122,400	\$38,760	\$161,160

Note: (1) The Capital Improvement Fund (CIF) receives 100% of the 3% use tax rate.

(2) The Community and Recreation Center Fund receives 100% of the 0.95% use tax rate.

Source: Town of Windsor—Overview of Funds Structure; BBC Research & Consulting.

Annual property tax. Real property taxes collected by the Town are based upon the assessed value of the property, which is 29 percent of the actual value for commercial properties. BBC projected future real property values by adding the material cost of the development (40 percent of construction costs) to the existing real property values reported by the Larimer County Assessor.⁸ The real property tax estimated for the auto dealerships is consistent with other recently built auto dealerships in the area. In addition to real property tax, the auto dealerships and commercial retailers will be taxed on personal property within their respective facilities, also assessed at 29 percent of actual value. Fort Collins DCJR and Tynan's provided BBC with

⁸ The 53 acre land parcel was recently purchased by the developer pursuing the auto dealership development. For the purposes of this analysis, BBC used the 2015 Larimer County Assessor reported data.

personal property estimates. For commercial retail and office, BBC gathered personal property data on properties throughout Larimer County that resemble the expected scenario development. The Town mill levy is 12.03, which is applied to both real and personal property.

Figure 5 below presents the assessed value and tax revenues for real and personal property under the different scenarios. The auto dealerships are estimated to generate over \$40,000 in annual property tax revenues, with pad development in either *Commercial Scenario 1* or *Commercial Scenario 2* contributing an additional \$8,000. Figure 6 compares existing property tax revenue (\$10,000) to the projected annual property tax amounts associated with the development. The project is expected to increase property tax by \$40,000 per year.

Figure 5.
Projected Annual Property Tax Revenue

Property Tax Description	Auto Dealerships	Auto Dealerships + Commercial Scenario 1	Auto Dealerships + Commercial Scenario 2
Assessed Value (1)			
Real Property	\$3,153,911	\$3,733,911	\$3,733,911
Personal Property	\$261,000	\$304,500	\$348,000
Annual Property Tax Collected			
Real Property	\$37,942	\$44,919	\$44,919
Personal Property	3,140	3,663	4,186
Total Annual Property Tax Collected	\$41,081	\$48,582	\$49,105

Note: (1) Commercial assessed value is 29% of actual value.

Source: BBC Research & Consulting.

Figure 6.
Annual Property Tax Revenue Comparison—Current and Projected

Property Tax Situation	Assessed Value (1)	Tax Revenue (General Fund)	Increase Over Current Tax Revenue
Current Conditions	\$833,920	\$10,032	-
Auto Dealerships + <i>Commercial Scenario 1</i>	\$4,038,411	\$48,582	\$38,550
Auto Dealerships + <i>Commercial Scenario 2</i>	\$4,081,911	\$49,105	\$39,073

Note: (1) Commercial assessed value is 29% of actual value.

Source: Larimer County Assessor; BBC Research & Consulting.

Other annual municipal revenues. BBC utilized the Town’s existing fiscal model to estimate other recurring municipal revenues associated with site development and operation, as well as municipal expenditures (see following page). These revenues include charges for services, fines and forfeitures, licenses and permits, intergovernmental revenue and other

miscellaneous tax revenues.⁹ The Town’s fiscal model derives the commercial component of these additional revenues on a per full-time employee basis. The Town’s model assumes each full-time employee will generate \$208.36 in other municipal revenues.¹⁰

The auto dealerships provided BBC with estimates for the number of full-time employees. For number of full-time employees under various commercial development scenarios, BBC used 400 square feet per employee for commercial retail and 250 square feet per employee for office space.¹¹ Figure 7 shows the anticipated number of full-time employees on the development under various situations and the corresponding annual municipal revenues generated, which are not captured elsewhere in the revenue model.

The Town is expected to collect an additional \$40,000 per year in General Fund revenues as a result of the auto dealerships operational activity.¹² The inclusion of commercial activity increases the amount to roughly \$55,000 per year under both commercial development scenarios.

**Figure 7.
Other Annual Municipal Revenues**

Development Scenario	Projected Number of Site FTE	Town of Windsor Municipal Revenues (1)
Auto Dealerships Only	204	\$42,505
Auto Dealerships + Commercial Scenario 1	254	\$52,923
Auto Dealerships + Commercial Scenario 2	269	\$56,049

Note:

It is assumed that all other annual municipal revenues support the Town of Windsor General Fund.

Source:

Town of Windsor Fiscal Model Output;
BBC Research & Consulting.

Capital expansion fees. The Town assesses capital expansion fees on new construction. Capital expansion fees are assessed for sewer plant investment, water plant investment, storm drainage and road impacts. These fees are an important revenue source for Town capital projects. Capital expansion fees assessed on the development will generate substantial revenue for the Town, estimated to be between \$830,000 and \$840,000 depending on the pad development use mix (retail vs. office). The auto dealerships are estimated to account for roughly three-quarters of capital expansion fee revenues (\$615,000). Figure 8 on the following page presents the revenue generated from each capital expansion fee.

⁹ Only revenues not captured elsewhere in the model are included. See footnote 10 (below) for additional details.

¹⁰ In the Town’s fiscal model, employees are used as a proxy for the scale of a commercial operation, production of certain municipal revenues and demand for municipal services. BBC excluded the following the following revenues from the annual municipal revenues calculation, so not to double count revenues: building permits; planning fees; SAFEbuilt collection fees; and traffic impact fees. These adjustments reduce the annual revenue per employee from \$246.85 (default amount in Town’s fiscal model) to \$208.36 .

¹¹ The square footage per employee values come from the Town of Windsor Fiscal Model default assumptions.

¹² Other annual municipal revenues are assumed to support the Town of Windsor General Fund.

Figure 8.
Capital Expansion Fees (One-Time)

Capital Expansion Fee Type	Assumption Detail	Cost per Structure or Sq Ft	# of Structures or Sq Ft	Total Fee
Sewer Plant Investment Fee				
Auto Dealership	Meter Size - 1.5"	\$16,808	3	\$50,424
Commercial Pad Development	Meter Size - 1"	\$7,128	4	\$28,512
Total			7	\$78,936
Water Plant Investment Fee				
Auto Dealership	Meter Size - 1.5"	\$30,801	3	\$92,403
Commercial Pad Development	Meter Size - 1"	\$13,062	4	\$52,248
Total			7	\$144,651
Storm Drainage Fee (1)				
Auto Dealership	30 Impervious Acres		1,306,800	\$228,180
Commercial Pad Development	9.9 Impervious Acres	95% x 0.1838 x sq ft	431,244	\$75,300
Total	39.9 Impervious Acres		1,738,044	\$303,480
Road Impact Fee <i>per 1,000 sq ft</i>				
Auto Dealership		\$2,760	88,000	\$242,880
<i>Commercial Scenario 1</i>				
General Retail		\$3,476	20,000	\$69,520
<i>Commercial Scenario 2</i>				
General Retail		\$3,476	10,000	\$34,760
Office General		\$2,840	10,000	\$28,400
Total Capital Expansion Fees				
Auto Dealerships				\$613,887
Auto Dealerships + Commercial Scenario 1				\$839,467
Auto Dealerships + Commercial Scenario 2				\$833,107

Note: (1) Storm drainage fee is based upon the following equation:

$$\text{New Growth Basin Impact Fee} = (\text{Impervious Rate Factor}) \times (\text{New Growth Basin Impact Fee Factor}) \times (\text{Area in sq ft})$$

$$\text{Commercial Impervious Rate Factor} = 0.95, \text{ New Growth Basin Impact Fee Factor} = \$0.1838 \text{ per sq ft.}$$

Source: Town of Windsor Development Fee Schedule 2015; BBC Research & Consulting.

Permit fees. Town building inspections are completed by a private contractor.¹³ BBC consulted the contractor to estimate building and electrical permit fees associated with the development. The Town receives 25 percent of the administered building, electrical and plan review fees. Figure 9 displays the estimated building, electrical and plan review fees, as well as the revenues that would accrue to the Town.¹⁴ Permit fees paid by the auto dealerships are estimated to total over \$7,500, with total development permit fees expected to generate \$11,000, conditional on specific pad development characteristics.

¹³ The Town of Windsor contracts with SAFEbuilt for building permits.

¹⁴ BBC removed building, electrical and planning fees from the Other Annual Revenues calculation to ensure no double counting of permit related revenues. SAFEbuilt collection fees were also removed from the Other Annual Revenues calculation.

**Figure 9.
Permit Fee Revenue (One-Time)**

Development Fee Type	Assumption Detail	General Fund Tax Collected
Building Permit Fees (1)		
Auto Dealership	<i>Independent Calculation</i>	\$13,022
Commercial Pad Development		\$6,543
Electrical Permit Fees (2)		
Auto Dealership	<i>Independent Calculation</i>	\$8,970
Commercial Pad Development		\$2,760
Plan Review Fees		
Auto Dealership	65% of Building Permit Fee	\$8,464
Commercial Pad Development		\$4,253
Total Permit Fees		
Auto Dealerships		\$30,456
Auto Dealerships + Commercial Scenario 1 / Scenario 2		\$44,012
Total Permit Fee Revenue Collected by Town (25% of Building, Electrical, Plan Review Fees)		
Auto Dealerships		\$7,614
Auto Dealerships + Commercial Scenario 1 / Scenario 2		\$11,003

Note: (1) Building permit fees are based upon the structure’s valuation. SAFEbuilt provided general estimates, which BBC then adjusted based on anticipated valuation.
 (2) Electrical permit fees are based upon the structure’s valuation and electrical requirements. SAFEbuilt provided general estimates, which BBC then adjusted based on anticipated valuation.

Source: BBC Research & Consulting.

CAC special fees. As discussed above, the land parcel under consideration for development is located in the Corridor Activity Center (CAC). Town of Windsor Ordinance No. 2012-1440 identifies CAC parcels and presents the total to be assessed on each. Figure 10 shows the original CAC fee total for each parcel, the current total amount owed (3.05 percent annual inflation applied—2012 original year) and the expected one-time payment due to the Town of Windsor; the CAC fee will be completely repaid in seven years.

**Figure 10.
CAC Special Fees (One-Time)**

Land Parcel	Original Fee Total Amount	2015 Fee Total Amount (1)	2015 Annual Payment Amount (2)
22.8 Acre Parcel (North)	\$189,847	\$207,753	\$29,679
30.0 Acre Parcel (South)	<u>\$127,828</u>	<u>\$139,885</u>	<u>\$19,984</u>
Total	\$317,675	\$347,638	\$49,663

Note: (1) Adjusted for inflation at an annual rate of 3.05% as stated in the Town of Windsor Ordinance, original year was 2012. Totals represent the net present value in 2015 dollars.
 (2) Assumes repayment of special fees over seven year period. Actual payments are in quarterly installments. Annual payment total is the net present value in 2015 dollars.

Source: Town of Windsor Ordinance NO. 2012-1440; BBC Research & Consulting.

Revenue Summary. Figure 11 presents a summary of annual municipal revenues under various development scenarios. Each scenario anticipates the auto dealership and commercial retail/office space development to contribute significantly to the Town of Windsor's General Fund, Capital Improvement Fund and Community and Recreation Center Fund. Under the most conservative development scenario (auto dealership development only), the Town of Windsor is estimated to collect over \$240,000 in annual taxes, excluding the CAC fee. With commercial retail/office space development, annual tax revenues are estimated to be between \$360,000 and \$455,000.

Figure 11.
Annual Revenue Summary

Development Scenario	Annual General Fund Tax Collected	Annual CIF Tax Collected	Annual Rec Center Fund Tax Collected	Annual Town of Windsor Tax Collected
Auto Dealerships Only	\$155,684	\$48,064	\$38,051	\$241,799
Auto Dealerships + <i>Commercial Scenario 1</i>	\$263,602	\$108,064	\$85,551	\$457,218
Auto Dealerships + <i>Commercial Scenario 2</i>	\$222,251	\$78,064	\$61,801	\$362,116

Source: BBC Research & Consulting.

In addition to annual municipal revenues, the development would lead to significant one-time payments to the Town. Figure 12 shows the contribution to various funds under the three development scenarios, ranging from \$740,000 to \$1 million. The CAC total fee amount is presented independently and would result in an additional \$350,000, paid over seven years.

Figure 12.
One-Time Fiscal Revenue Summary

Development Scenario	General Fund Tax Collected	CIF Tax Collected	Rec Center Fund Tax Collected	Enterprise Funds (1) Tax Collected	Town of Windsor Tax Collected
Auto Dealerships Only	\$7,614	\$335,280	\$29,260	\$371,007	\$743,161
Auto Dealerships + <i>Commercial Scenario 1</i>	\$11,003	\$122,400	\$38,760	\$839,467	\$1,011,630
Auto Dealerships + <i>Commercial Scenario 2</i>	\$11,003	\$122,400	\$38,760	\$833,107	\$1,005,270
CAC Fee (1)					
CAC Fee (Collected Over 7 Years)	-	-	-	-	\$347,638

Note: (1) Adjusted for inflation at an annual rate of 3.05% as stated in the Town of Windsor Ordinance, original year was 2012. Totals represent the net present value in 2015 dollars.

Source: BBC Research & Consulting.

Municipal Expenditures

BBC coordinated with the Town of Windsor to utilize the Town's existing fiscal model for estimating municipal expenditures. Town expenditures related to the development are forecasted on a full-time employee basis, meaning that the model distributes and estimates Town expenditures based upon the number of employees expected to work at the site.

The Town of Windsor fiscal model assumes \$658.58 of commercial related municipal expenditure per full-time employee. Figure 13 presents projected full-time employees and the estimated annual cost to the Town of Windsor under various scenarios.¹⁵

Municipal expenditure related only to the auto dealerships is estimated at around \$135,000 per year. The highest anticipated fiscal expenditure is roughly \$175,000 per year, which includes an additional 65 full-time employees, associated with commercial/office development.

Figure 13.
Annual Fiscal Expenditure Summary

Development Scenario	Projected Number of Site FTE	Town of Windsor Municipal Expenditures
Auto Dealerships Only	204	\$134,350
Auto Dealerships + Commercial Scenario 1	254	\$167,279
Auto Dealerships + Commercial Scenario 2	269	\$177,158

Source:

Town of Windsor Fiscal Model Output;
BBC Research & Consulting.

Summary of Fiscal Impact

BBC estimates that the auto dealerships and associated commercial retail/office space will produce net fiscal benefits to the Town of Windsor under all development scenarios considered for this analysis (Figure 14). The auto dealerships are expected to generate an annual net fiscal benefit of over \$105,000. Including the CAC fee, each development scenario is estimated to generate at least \$1.1 million in one-time tax and fee revenues for the Town of Windsor.

Figure 14.
Overall Fiscal Summary

Development Scenario	Annual Municipal Revenues	Annual Municipal Expenditures	Net Municipal Outcome	One-Time Tax Collected (1)
Auto Dealerships Only	\$241,799	\$134,350	\$107,449	\$1,090,799
Auto Dealerships + Commercial Scenario 1	\$457,218	\$167,279	\$289,938	\$1,359,268
Auto Dealerships + Commercial Scenario 2	\$362,116	\$177,158	\$184,958	\$1,352,908

Note: (1) CAC fee included in one-time taxes collected, however, this fee is expected to be paid over seven years.

Source: BBC Research & Consulting.

¹⁵ The Town of Windsor Fiscal Model also estimates the number of employees expected to reside within the Town (any existing Windsor residents working at the auto dealerships would be excluded), which is then used to calculate the Town's increased residential expenditure. BBC has not incorporated the residential expenditure component of the Town's model because the revenue model does not quantify residential revenues (property tax, sales tax, fines and fees, etc.). Additionally, given the close proximity of the auto dealerships' current locations and the proposed site, it is unlikely that the auto dealerships existing labor force would relocate to the Town of Windsor.

Other public benefits. In addition to the model's quantified fiscal revenue estimates, the development of the auto dealerships and commercial retail/office space will generate secondary benefits that will stimulate the local economy and lead to additional fiscal revenue sources. From data provided by Fort Collins DCJR, customers travel throughout the western United States for automotive purchases. With customers traveling from as far away as North Dakota, it is likely that a portion of customers to the auto dealerships will spend a night within the Town of Windsor, generating lodging and dining expenditures that result in taxable revenues. Even on a local customer scale, customers visiting the dealerships are likely to frequent nearby retail and dining (existing and/or future) while visiting the auto dealerships. Also, the employees working at the auto dealerships, retailers or offices will stimulate the local economy through regular meal purchases and retail shopping.

The Westgate Retail Center, located directly north of the proposed development, currently has roughly 8,000 square feet of vacancy (40 percent of the entire property). Due to the increased traffic volume associated with the auto dealerships, as well as the commercial space, it is likely that the center will become a more attractive business location. One commercial real estate broker stated that any non-competing development would be welcomed, as properties and businesses located off of the Interchange are in need of increased traffic and patronage. Each new business to the Town of Windsor represents additional tax revenue through sales, property tax and permitting fees.

Lastly, a Fiat auto dealership will likely be constructed on the site, which is not expected to impede the construction of commercial development. The 20,000 square foot Fiat auto dealership would increase the annual net fiscal benefit to about \$130,000 (auto dealerships only), an increase of \$25,000 per year. BBC also estimates the Fiat auto dealership would generate around \$165,000 in one-time tax and fee revenues.

We hope this analysis is useful in assessing the net fiscal consequences of the auto dealership and commercial retail/office space development. Please feel free to contact us with any questions.

Sincerely,



Adam D. Orens
Managing Director

Division 4.21 - General Commercial District (C-G)

(A) Purpose. The General Commercial District is intended to be a setting for development, redevelopment and infill of a wide range of community and regional retail uses, offices and personal and business services. Secondly, it can accommodate a wide range of other uses including creative forms of housing.

While some General Commercial District areas may continue to meet the need for auto-related and other auto-oriented uses, it is the City's intent that the General Commercial District emphasize safe and convenient personal mobility in many forms, with planning and design that accommodates pedestrians.

(B) Permitted Uses.

(1) The following uses are permitted in the C-G District, subject to basic development review, provided that such uses are located on lots that are part of an approved site-specific development plan:

(a) Accessory/Miscellaneous Uses:

1. Urban agriculture.

(b) Any use authorized pursuant to a site-specific development plan that was processed and approved either in compliance with the Zoning Code in effect on March 27, 1997, or in compliance with this Code (other than a final subdivision plat, or minor subdivision plat, approved pursuant to Section 29-643 or 29-644 of prior law, for any nonresidential development or any multi-family dwelling containing more than four [4] dwelling units), provided that such use shall be subject to all of the use and density requirements and conditions of said site-specific development plan.

(c) Any use which is not hereafter listed as a permitted use in this zone district but which was permitted for a specific parcel of property pursuant to the zone district regulations in effect for such parcel on March 27, 1997; and which physically existed upon such parcel on March 27, 1997; provided, however, that such existing use shall constitute a permitted use only on such parcel of property.

(2) The following uses are permitted in subdistricts of the C-G District, subject to Basic Development Review (BDR), Administrative (Type 1) Review or Planning and Zoning Board (Type 2) Review as specifically identified on the chart below:

Land Use	I-25/SH 392 (CAC)	General Commercial District (C-G)
A. RESIDENTIAL		
Extra occupancy rental houses with 5 or fewer tenants	Not permitted	BDR
Shelters for victims of domestic violence	Not permitted	BDR

Mixed-use dwellings	Type 1	Type 1
Any residential use consisting in whole or in part of multi-family dwellings that contain fifty (50) dwelling units or less, and seventy-five (75) bedrooms or less	Not permitted	Type 1
Any residential use consisting in whole or in part of multi-family dwellings that contain more than fifty (50) dwelling units, or more than seventy-five (75) bedrooms	Not permitted	Type 2
Group homes	Type 2	Type 1
Single-family attached dwellings	Not permitted	Type 1
Two-family dwellings	Not permitted	Type 1
Extra-occupancy rental houses with more than 5 tenants	Not permitted	Type 1
B. INSTITUTIONAL/CIVIC/PUBLIC		
Neighborhood parks (as defined by Parks Policy Plan)	Not permitted	BDR
Parks, recreation and other open lands	Not permitted	Type 1
Hospitals	Type 2	Type 2
Schools - private/vocational colleges	Type 2	Type 2
Minor public facilities	Not permitted	Type 1
Places of worship or assembly	Not permitted	Type 1
Transit facilities without repair or storage	Not	Type 1

	permitted	
Community facilities	Not permitted	Type 2
Major public facilities	Not permitted	Type 2
Bars and taverns	Not permitted	Type 1
Seasonal overflow shelters	Not permitted	BDR
Homeless shelters (excluding seasonal overflow shelters)	Not permitted	Type 2
C. COMMERCIAL/RETAIL		
Lodging	Type 1	Type 1
Retail establishments (under 25,000 sq. ft.)	Type 1	Type 1
Large retail establishments (25,000 sq. ft. +)	Type 1	Type 2
Offices and financial services	Type 1	Type 1
Personal/business services shops	Type 2	Type 1
Medical centers/clinics	Type 2	Type 1
Long-term care facilities	Type 2	Type 2
Health clubs	Type 2	Type 1
Small scale recreational events centers	Type 2	Type 1
Unlimited indoor recreation	Type 2	Type 2
Entertainment facilities/theaters	Type 2	Type 2

Standard restaurants	Type 2	Type 1
Drive-thru restaurants	Type 2	Type 2
Fast food restaurants	Type 2	Type 1
Grocery/supermarkets	Type 2	Type 2
Convenience stores with fuel sales	Type 2	Type 1
Bed and breakfast establishments	Not permitted	Type 1
Convenience retail stores without fuel sales	Not permitted	Type 1
Personal and business service shops	Not permitted	Type 1
Artisan and photography studios and galleries	Not permitted	Type 1
Vehicle minor repair, servicing and maintenance establishments	Not permitted	Type 1
Limited indoor recreation	Not permitted	Type 1
Retail stores with vehicle servicing	Not permitted	Type 1
Frozen food lockers	Not permitted	Type 1
Funeral homes	Not permitted	Type 1
Gasoline sales	Not permitted	Type 1

Open-air farmers markets	Not permitted	Type 1
Plant nurseries and greenhouses	Not permitted	Type 1
Plumbing, electrical and carpenter shops	Not permitted	Type 1
Clubs and lodges	Not permitted	Type 1
Veterinary facilities and small animal clinics	Not permitted	Type 1
Dog day-care facilities	Not permitted	Type 1
Print shops	Not permitted	Type 1
Food catering or small food product preparation	Not permitted	Type 1
Indoor kennels	Not permitted	Type 1
Drive-in restaurants	Not permitted	Type 2
Recreational uses	Not permitted	Type 2
Vehicle major repair, servicing and maintenance establishments	Not permitted	Type 2
Vehicle and boat sales and leasing establishments with outdoor storage	Not permitted	Type 2
Enclosed mini-storage	Not	Type 2

	permitted	
Retail and supply yard establishments with outdoor storage	Not permitted	Type 2
Parking lots and parking garages	Not permitted	Type 2
Child care centers	Not permitted	Type 2
I-25 activity centers	Not permitted	Type 2
Day shelters < 10,000 square feet and located within 1,320 feet of a Transfort Route	Not permitted	Type 2
Equipment rental establishments without outdoor storage	Not permitted	Type 1
Equipment, truck and trailer rental	Not permitted	Type 1
Exhibit hall	Not permitted	Type 2
Adult day/respice care centers	Not permitted	Type 2
Outdoor amphitheaters	Not permitted	Type 2
Medical marijuana centers	Not permitted	BDR
Microbrewery/distillery/winery	Not permitted	Type 1
Retail marijuana store	Not permitted	Type 1

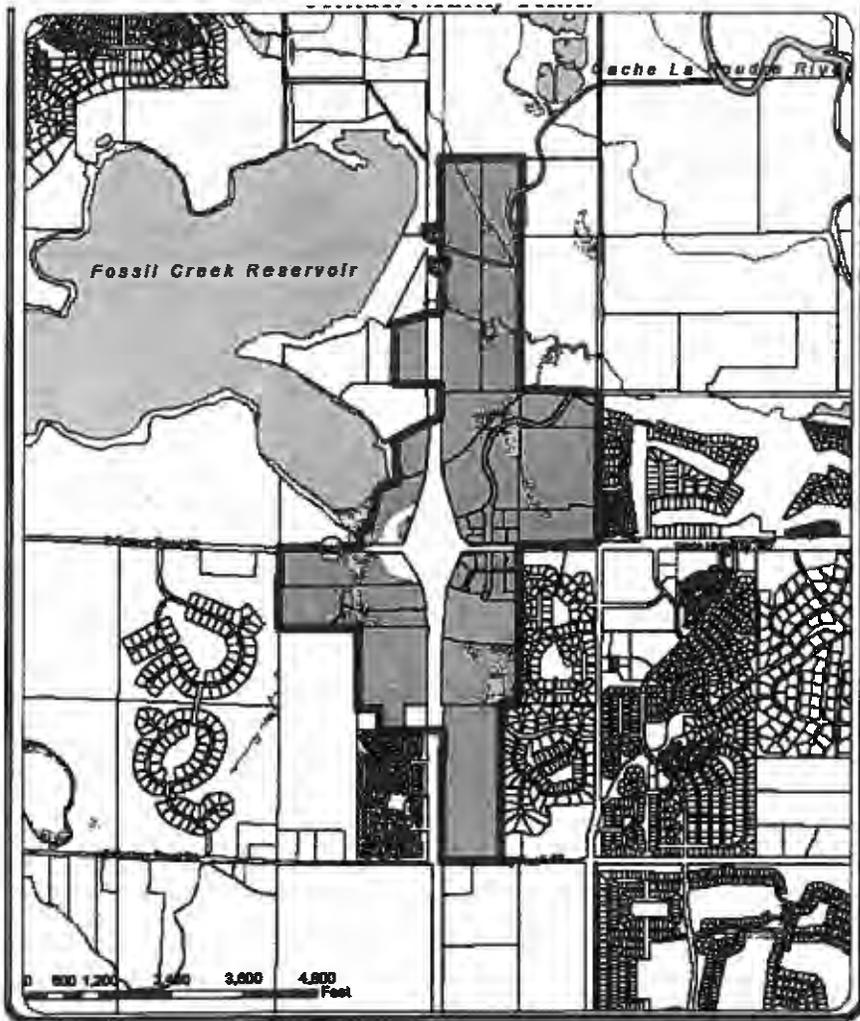
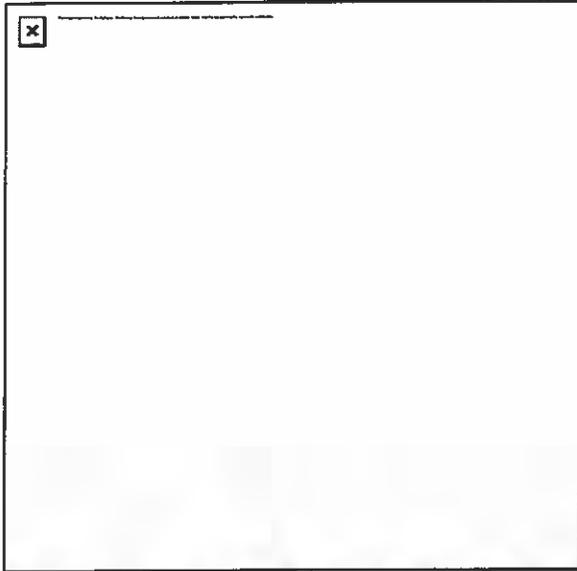
Music studios	Not permitted	Type 1
Food truck rally	Not Permitted	Type 1
D. INDUSTRIAL USES		
Workshops and small custom industry	Not permitted	Type 1
Composting facilities	Not permitted	Type 2
Small-scale and medium-scale solar energy systems	Type 1	Type 1
Light industrial—no outside storage	Not permitted	Type 2
E. ACCESSORY - MISC.		
Wireless telecommunication equipment (not freestanding monopoles)	Type 2	Type 1
Wireless telecommunication facilities	Not permitted	Type 1
Satellite dish antennas greater than 39" in diameter	Not permitted	Type 1
Accessory buildings	BDR	BDR
Accessory uses	BDR	BDR
Outdoor vendor	BDR	BDR

(C) **Prohibited Uses.** All uses that are not (1) expressly allowed as permitted uses in this Section or (2) determined to be permitted by the Director or the Planning and Zoning Board pursuant to Section 1.3.4 of this Code shall be prohibited.

(D) **Land Use Standards.** The maximum building height shall be four (4) stories.

- (E) Development Standards.
- (1) Prospect Road Streetscape Program.
 - (a) All development in this zone district that is located within the planning area for the Prospect Road Streetscape Program shall also comply with the Prospect Road Streetscape Program Standards contained in that document as adopted by the City, to the extent that such Standards apply to the property proposed to be developed.
 - (2) Site Design.
 - (a) Pedestrian-oriented outdoor spaces shall be placed next to activity areas that generate the users (such as street corners, shops, stores, offices, day care and dwellings). Because liveliness created by the presence of people is the main key to the attractiveness of such spaces, to the maximum extent feasible, the development shall link outdoor spaces to and make them visible from streets and sidewalks. Sculpture, kiosks or shelters are encouraged to be prominently placed in outdoor spaces.
 - (b) In multiple-building developments, outdoor spaces and landscaped areas shall be integral to an open space system in conjunction with streets and connections, and not merely residual areas left over after buildings and parking lots are sited.
- (F) Development Standards for the I-25 Corridor. Development located within one thousand three hundred twenty (1,320) feet (one-quarter [$\frac{1}{4}$] mile) of either side of the centerline of I-25 shall be subject to the requirements of Division 3.9.
- (G) Development Standards for the Transit-Oriented Development (TOD) Overlay Zone. Development located within the TOD Overlay Zone shall be subject to the requirements of Division 3.10.
- (H) Development standards for the I-25/State Highway 392 Corridor Activity Center. Development located within the I-25/State Highway 392 Corridor Activity Center (see Figure 20.5 below) shall be subject to the requirements contained in 3.9.12 of this Code.

Figure 20.5
I25 - State HWY 392 Interchange Corridor Activity Center



(Ord. No. 90, 1998, 5/19/98; Ord. No. 228, 1998 §§55—58, 12/15/98; Ord. No. 99, 1999 §26, 6/15/99; Ord. No. 165, 1999 §§44, 45, 11/16/99; Ord. No. 183, 2000 §36, 12/19/00; Ord. No. 204, 2001 §§1, 51, 52, 12/18/01; Ord. No. 087, 2002 §41, 6/4/02; Ord. No. 036, 2003 §1, 3/18/03; Ord. No. 090, 2003 §11, 6/17/03; Ord. No. 120, 2003 §§4, 5, 9/02/03; Ord. No. 173, 2003 §35, 12/16/03; Ord. No. 091, 2004 §42, 6/15/04; Ord. No. 198, 2004 §27, 12/21/04; Ord. No. 123, 2005 §§29, 30, 11/15/05; Ord. No. 104, 2006 §§38, 39, 7/18/06; Ord. No. 131, 2006 §5, 9/19/06; Ord. No. 192, 2006 §31, 12/19/06; Ord. No. 078, 2007 §3, 6/19/07; Ord. No. 081, 2007 §26, 7/17/07; Ord. No. 073, 2008 §24, 7/1/08; Ord. No. 066, 2009 §§34, 35, 7/7/09; Ord. No. 026, 2010 §9, 3/16/10; Ord. No. 068, 2010 §19, 7/6/10; Ord. No. 020, 2011 §§1, 8, 9, 3/15/11; Ord. 036, 2011 §§8, 9, 3/22/11; Ord. No. 010, 2012 §8, 2/21/12; Ord. No. 051, 2012 §17, 7/17/12; Ord. No. 057, 2012 §7, 7/17/12; Ord. No. 130, 2012 §16, 11/20/12; Ord. No. 143, 2012 §8, 1/15/13; Ord. No. 092, 2013 §24, 7/16/13; Ord. No. 096, 2013 §22, 7/16/13; Ord. No. 042, 2014 §9, 3/18/14; Ord. No. 086, 2014 §§75, 76, 7/1/14; Ord. No. 175, 2014 §15, 12/16/14; Ord. No. 065, 2015 § 11, 7/7/15; Ord. No. 110, 2015 §19, 9/15/15)

Division 3 - Interstate 25/State Highway 392 Corridor Activity Center

Sec. 17-13-410. - Corridor Activity Center defined.

For purposes of this Article, the "Corridor Activity Center" shall mean the Interstate 25/State Highway 392 Corridor Activity Center defined in the Intergovernmental Agreement Pertaining to the Development of the Interstate 25/State Highway 392 Interchange dated January 3, 2011, between the City of Fort Collins, Colorado, and Town of Windsor, Colorado, and as may, pursuant to said Intergovernmental Agreement, be amended in the future.

(Ord. 2011-1402 §2)

Sec. 17-13-420. - Corridor Activity Center; permitted uses.

Land uses within the Corridor Activity Center shall be limited to the following:

- (1) Adult day care centers.
- (2) Drive-thru restaurants.
- (3) Entertainment facilities/theaters.
- (4) Fast food restaurants.
- (5) Fuel sales convenience stores.
- (6) Grocery/supermarkets.
- (7) Health clubs.
- (8) Hospitals.
- (9) Lodging.
- (10) Long-term care facilities.
- (11) Medical center/clinics.
- (12) Mixed use residential.
- (13) Multi-family mixed use.
- (14) Offices/financial.
- (15) Personal/business service shops.
- (16) Retail establishments/big box.
- (17) Retail stores.
- (18) Schools - private/vocational colleges.
- (19) Small scale recreation/events centers.
- (20) Standard restaurants.
- (21) Telecommunication equipment, excluding freestanding towers.
- (22) Unlimited indoor recreation.

(Ord. 2011-1402 §2)

Sec. 17-13-430. - Corridor Activity Center; design standards, applicability.

The design standards for the Corridor Activity Center established pursuant to this Division shall apply to all building, growth and development within the Corridor Activity Center.

(Ord. 2011-1402 §2)

Sec. 17-13-440. - Design criteria.

The following criteria shall apply to all building, growth and development within the Corridor Activity Center:

- (1) **Minimum level of masonry.** On any first floor building elevation that is visible from a public right-of-way, masonry materials limited to natural stone, synthetic stone, brick and concrete masonry units that are textured or split face, solely or in combination, shall be applied to cover from grade to the top of the entry feature of such elevation, or if there is no entry feature on any particular elevation, to a height that would be equivalent to the top of the first floor. For first floor building elevations not visible from a public right-of-way and on all upper stories, other exterior finish materials, including but not limited to synthetic stucco (E.I.F.S.), architectural metals, clay units, terra cotta, prefabricated brick panels or wood, can be applied in whole or in combination with the masonry materials described above. For the purposes of this provision, architectural metals shall mean metal panel systems that are either coated or anodized; metal sheets with expressed seams; metal framing systems; or cut, stamped or cast ornamental metal panels, but not ribbed or corrugated metal panel systems. Standard concrete masonry units or tilt-up concrete with applied texturing are prohibited on any building elevation.
- (2) **Roofs.** A roof pitch is required for buildings containing less than twenty-five thousand (25,000) square feet and having three (3) stories or less. In cases where mechanical equipment must be mounted on the roof, a sloping mansard roof shall be allowed.
- (3) **Building height.** The maximum building height shall be ninety (90) feet.
- (4) **Sign standards.** All freestanding signs shall be ground signs and shall be limited to a maximum height of fourteen (14) feet along and perpendicular to I-25 and twelve (12) feet along and perpendicular to all other streets. Such ground signs shall be subject to all other requirements found in Chapter 16, Article IX of this Code.

(Ord. 2011-1402 §2)

Sec. 17-13-450. - Site plan process.

Submission of a site plan demonstrating compliance with the applicable design criteria, as established in this Division, shall be submitted and processed pursuant to the site plan review procedure set forth in Article VII of this Chapter and the requirements of the Intergovernmental Agreement Pertaining to the Development of the Interstate 25/State Highway 392 Interchange dated January 3, 2011, between the City of Fort Collins, Colorado, and Town of Windsor, Colorado, prior to the approval of any building, growth or development within any Corridor Activity Center.

(Ord. 2011-1402 §2)

Sec. 17-13-460. - Review by Town.

The Town Manager is hereby authorized to retain the services of a consulting architect to examine the site plan and report to the Planning Department, Planning Commission and Town Board with respect to the site plan's compliance with the design criteria established in this Division.

(Ord. 2011-1402 §2)

Sec. 17-13-470. - Design criteria controls other rules and regulations.

The requirements of this Division shall be in addition to all other building, growth and development rules and regulations set forth in this Code. Where those rules and regulations specifically conflict with the design criteria adopted hereunder, the design criteria adopted hereunder shall control.

(Ord. 2011-1402 §2)

ARTICLE XXI - Limited Industrial I-L District

Sec. 16-21-10. - Intent.

The Limited Industrial I-L District is intended to identify and preserve land suitable for limited industrial use and to provide for the orderly grouping of such uses in an appropriate setting. The intent of this District is to establish such regulatory controls as are deemed necessary to promote a harmonious relationship between limited industrial uses and the community at large.

(Prior code 16-341; Ord. 2006-1236 §1)

Sec. 16-21-20. - Use regulations.

- (a) All uses in this zone are conditioned upon the Town's approval of appropriate plans pursuant to the Site Plan Regulations of the Town as set forth elsewhere in this Code. In addition to the site plan requirement, proposed users shall submit evidence satisfactory to the Town that the proposed use will comply in all respects with the Performance Standards for Industrial Zones as set forth in this Chapter.
- (b) Uses by right. Subject to the requirements set forth in Subsection (a) above, the following uses shall be permitted in the Limited Industrial I-L District:
 - (1) Manufacture of electronic instruments.
 - (2) Preparation of food products.
 - (3) Pharmaceutical manufacturing.
 - (4) Research and scientific laboratories.
 - (5) Manufacturing, assembly, processing and fabrication plants.
 - (6) Transportation terminals.
 - (7) General warehousing.
 - (8) Enclosed storage facilities.
 - (9) Printing and publishing houses.
 - (10) Automobile body repair shops.
 - (11) Plumbing and heating contractors.
 - (12) Painting and decorating contractors.
 - (13) Electrical contractors.
 - (14) Glazing, insulation, carpentry and masonry contractors.
 - (15) Public utility offices and installations.
 - (16) Places of assembly (small).
 - (17) Places of assembly (large).
 - (18) Any use otherwise permitted in the General Commercial GC District.
 - (19) Other similar uses as defined in Section 16-2-20 of this Chapter.
- (c) Accessory uses. Assuming approval of designated uses by right as aforesaid, the following shall be permitted accessory uses in the Limited Industrial I-L District:

- (1) Office, power supply and other such uses normally auxiliary to the principal industrial use.
 - (2) Parking and service areas.
 - (3) Accessory signs as otherwise regulated by this Code or the laws of the State.
 - (4) Residential quarters for guards and caretakers.
 - (5) Accessory outdoor storage that is normally auxiliary to the principal industrial use of the property. The total square footage of accessory outdoor storage in the Limited Industrial I-L District shall not exceed sixty-five percent (65%) of the total square footage of the property. Any such storage located adjacent to a public or private street shall utilize screen walls, earth berms, landscaping, opaque fencing and/or a combination thereof to completely screen the storage, and no such storage shall be visible above or between said methods of screening. Chain-link fencing with slats shall not be considered adequate opaque fencing. Additionally, such outdoor storage areas may be surfaced with aggregates or recycled asphalt meeting CDOT Class 5 or 6 aggregate base course gradation, or any subsequent amendments thereto. Such surface materials shall require a plan for perpetual maintenance and dust abatement to be approved by the Engineering Department. However, all areas which are designed to be used for parking of vehicles and all interior drives connecting such parking areas shall be paved with asphalt or concrete. For the purposes of this Section, portions of the aggregate surface outdoor storage area may be utilized for parking of company-owned vehicles with a valid state license plate upon identification and Town approval of a site plan application. Such areas for parking of company-owned vehicles as identified on the approved site plan shall not be included in the calculation of outdoor storage for the site.
 - (6) Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right, conditioned upon the approval of such accessory use pursuant to the site plan requirements set forth herein.
 - (7) Mobile food vending as set forth in Section 16-10-110.
- (d) Conditional uses:
- (1) Oil and gas facilities pursuant to the conditional use regulations contained in Article VII of this Chapter pertaining thereto.
 - (2) Subject to the applicable requirements of Section 16-7-70 of this Chapter, open or surface mining operations for the development or extraction of solid materials, as defined in this Chapter.
- (e) Set forth below is a listing of addresses for parcels of land which shall be deemed exempt from the requirements and limitations set forth in Paragraph 16-21-20(c)(5) above. Such exemption shall be deemed to run with the land identified below:
- (1) 7250 Greenridge Road;
 - (2) 4477 Greenfield Drive;
 - (3) 780 Garden Drive; and
 - (4) 620 Technology Circle.

(Prior code 16-342; Ord. 2006-1232 §17; Ord. 2006-1236 §1; Ord. 2008-1321 §§D, F; Ord. 2010-1372 §3; Ord. 2011-1406 §20; Ord. 2012-1429 §§3, 4; Ord. 2014-1475)

(Ord. 2015-1503, §6)

Sec. 16-21-30. - Lot size.

Minimum lot area shall be the equivalent of two (2) times the total floor area of constructed improvements, but in no event shall such area be less than twenty thousand (20,000) square feet.

(Prior code 16-343; Ord. 2006-1236 §1)

Sec. 16-21-40. - Building location.

Except as otherwise specified in this Section, minimum setback shall be thirty (30) feet and minimum offset shall be twenty (20) feet. Should a Limited Industrial I-L Zoning District adjoin any residential zoning district or residential property, all of the following requirements shall be met for all such lots which adjoin any such residential zoning district or residential property:

- (1) Any property line abutting a residential zoning district or residential property shall maintain a minimum setback and offset distance of thirty (30) feet, with said thirty-foot setback or offset distance being used for a substantial landscape buffer that adequately protects the adjoining residential properties from any negative impacts associated with the limited industrial use;
- (2) The maximum height of any structure located within two hundred (200) feet of the respective residential zoning district boundary shall not exceed either the maximum height permitted for structures in the adjoining residential zoning district or, where applicable, the maximum height permitted for structures in any applicable Corridor Plan of the Town, whichever height is less;
- (3) Gravel surfaces shall be allowed, subject to all of the following conditions being met: a) no such surface shall be permitted to be used in lieu of the paving requirements for parking and circulation areas on the site or within the subdivision which are currently required by this Code; b) no such surface shall be permitted to be any closer than two hundred (200) feet from the nearest residential zoning district boundary; c) in accordance with all county health department regulations and approvals, all such surfaces will be required to be treated on an ongoing basis for dust control and abatement; and d) decorative rocks and stones that are fully contained within landscaping islands and that are permitted by the Town's landscaping requirements will not be defined as gravel surfaces;
- (4) With the exception of vehicles entering or exiting through open overhead doorways and the respective overhead doors being closed immediately following each such event of ingress and egress, all overhead doors which face the respective residential zoning district shall remain closed at all other times;
- (5) To allow for landscape buffers and tree lawns, all paved areas for parking lots, interior drives which connect parking lots and any paved storage areas shall be set back a minimum distance of thirty-five (35) feet from any property lines which abut state highways, and shall be set back a minimum of thirty (30) feet from all other property lines;
- (6) As part of the landscaping requirements of Section 16-21-70 of this Article, the applicant shall provide a detailed drawing of a landscaping buffer strip, which shall include all associated specifications, that will be planted along the entire length of any property line which adjoins any residential zoning district. Said landscaping buffer strip shall be approved by the Town as part of the site plan review process and shall also: a) be planted entirely within the property lines of the limited industrial zoning district lot; b) be required to be planted regardless of any fencing that may be installed on the lot; and c) be supplemental to, and not in lieu of, all other landscaping requirements associated with the limited industrial zoning district lot; and
- (7) Any such use located on any such limited industrial zoning district lot shall also be required to adhere to all of the industrial performance standards relative to glare and heat, vibration, light, smoke emissions, odor emissions and particle emissions as outlined in Section 16-10-60 of this Chapter.

(Prior code 16-344; Ord. 2006-1236 §1)

Sec. 16-21-50. - Off-street parking requirements.

Uses in the Limited Industrial I-L District shall comply in all respects with the off-street parking requirements as set forth in Section 16-10-30 of this Chapter.

(Prior code 16-345; Ord. 2006-1236 §1)

Sec. 16-21-60. - Off-street loading requirements.

Uses in the Limited Industrial I-L District shall comply in all respects with the off-street loading requirements as set forth in Section 16-10-40 of this Chapter.

(Prior code 16-346; Ord. 2006-1236 §1)

Sec. 16-21-70. - Landscaping requirements.

Appropriate landscaping shall be required in accordance with this Code and any regulations adopted by the Town. All landscaping plans shall be submitted as part of the site plan herein required and shall be subject to approval by the Town.

(Prior code 16-347; Ord. 2006-1236 §1)

ARTICLE XIX - General Commercial GC District

Sec. 16-19-10. - Use regulations.

- (a) Principal uses permitted by right. All uses by right as hereinafter set forth may be subject to approval of appropriate plans pursuant to the site plan regulations of the Town as are otherwise set forth in this Code.
- (1) Drive-in restaurants.
 - (2) Grocery stores and supermarkets.
 - (3) Gasoline service stations.
 - (4) Car washes.
 - (5) Commercial lodging.
 - (6) Restaurants and bars.
 - (7) Outdoor sales areas, such as garden shops.
 - (8) Automobile sales and service establishments, including used car lots.
 - (9) Lumber and building supply yards.
 - (10) Public, private, commercial and private group outdoor recreational facilities.
 - (11) Bowling alleys.
 - (12) Business and professional offices.
 - (13) Places of assembly (small).
 - (14) Places of assembly (large).
 - (15) Other similar uses as defined in Section 16-2-20 of this Chapter.
- (b) Permitted accessory uses:
- (1) Any accessory use permitted in the Central Business CB District.
 - (2) Mobile food vending as set forth in Section 16-10-110.
- (c) Conditional uses. The following uses shall be permitted in this District upon approval of a conditional use grant as provided in Article VII of this Chapter:
- (1) Outdoor theater.
 - (2) Nonaccessory signs.
 - (3) Oil and gas facilities pursuant to the conditional use regulations contained in Article VII of this Chapter pertaining thereto.
 - (4) Subject to the applicable requirements of Section 16-7-70 of this Chapter, open or surface mining operations for the development or extraction of solid materials, as defined in this Chapter.

(Prior code 16-301; Ord. 2005-1213 §1; Ord. 2006-1232 §15; Ord. 2006-1236 §1; Ord. 2008-1321 §§D, F; Ord. 2010-1372 §3; Ord. 2011-1406 §18)

(Ord. 2015-1503, §4)

Sec. 16-19-20. - Lot size.

Minimum lot area shall be twenty thousand (20,000) square feet.

(Prior code 16-302; Ord. 2006-1236 §1)

Sec. 16-19-30. - Building location.

Minimum setback shall be twenty-five (25) feet. Minimum offset shall be twenty (20) feet unless a lesser offset distance is approved by the Planning Commission. With the exception of approved common or directly adjoining walls in accordance with Paragraph 16-11-50(b)(1) of this Chapter, the minimum offset distance shall not be less than ten (10) feet.

(Prior code 16-303; Ord. 2005-1213 §2; Ord. 2006-1236 §1)

Sec. 16-19-40. - Off-street parking requirements.

See the provisions of Section 16-10-30.

(Prior code 16-304; Ord. 2006-1236 §1)

Sec. 16-19-50. - Off-street loading requirements.

See the provisions of Section 16-10-40.

(Prior code 16-305; Ord. 2006-1236 §1)



MEMORANDUM

Date: February 14, 2011
To: Mayor and Town Board
Via: Kelly Arnold, Town Manager
From: Joseph P. Plummer, AICP, Director of Planning
Re: Public hearing and Ordinance amending to Chapter 17 of the Windsor Municipal Code to adopt certain land uses and design standards for developments within the Corridor Activity Center at the intersection of the Interstate 25 and Colorado State Highway 392 – First Reading
Item #s: C.1. & C.2.

Background / Discussion:

During the past several years the Town has been working with the City of Fort Collins to facilitate the construction of a new overpass at the I-25/392 interchange. Since this intersection is both the western gateway into Windsor and the southeastern gateway into Fort Collins, our staff and the Fort Collins staff have been working in a cooperative effort to develop the enclosed table of land uses and list of design standards to ensure that both sides of the interstate will be developed in a cohesive and consistent manner with appropriate land uses and high-quality design standards that are agreeable to both jurisdictions.

The enclosed ordinance contains a list of the only land uses that will be allowed to be developed on either side of the interstate within the area defined as the Corridor Activity Center on the enclosed map. Likewise, and in addition to having to meet all of Windsor's normal corridor and site planning requirements, all future developments within the Corridor Activity Center will also be required to comply with the four additional design standards which are included in the enclosed ordinance.

Fiscal Impact: None

Recommendation: At the February 3, 2011 planning commission meeting, the Planning Commission voted to recommend approval of the land uses and design standards for the Corridor Activity Center that are shown in the enclosed ordinance, and staff concurs with this recommendation to approve the ordinance on first reading.

Attachments: Ordinance and Map of Corridor Activity Center.

Notice: Legal ad for February 3, 2011 planning commission public hearing and February 14, 2011 town board public hearing published in Windsor Beacon on Thursday, January 20, 2011.

pc: Rick Richter, City of Fort Collins
Pete Wray, City of Fort Collins
Ted Shepard, City of Fort Collins



TOWN BOARD REGULAR MEETING
February 14, 2010 - 7:00 P.M.
Town Board Chambers – 301 Walnut Street
Windsor, CO 80550

MINUTES

A. CALL TO ORDER

1. Roll Call

The following Town Board members were present:

Mayor John Vazquez
Kristie Melendez
Jon Slater
Don Thompson

Excused:

Mayor Pro-Tem Matthew O'Neill
Robert Bishop-Cotner
Mike Carrigan

Also present:

Town Manager	Kelly Arnold
Town Attorney	Ian McCargar
Director of Finance	Dean Moyer
Director of Planning	Joe Plummer
Town Clerk	Patti Garcia

Excused:

Director of Engineering	Dennis Wagner
Director of Parks & Recreation	Melissa Chew
Director of Public Works	Terry Walker
Chief of Police	John Michaels

2. Pledge of Allegiance

Town Board Member Melendez 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

Due to the lack of opportunity for a super majority vote with only four Town Board members present, Town Board Member Slater motioned to postpone Item C.4., second reading of Ordinance No. 2011-1401 to February 28, 2011; Town Board Member Melendez seconded the motion. Roll call on the vote resulted as follows:

Yeas – Melendez, Slater, Thompson, Vazquez
Nays – None. Motion carried.

Town Board Member Slater motioned to approve the agenda as amended; Town Board Member Thompson seconded the motion. Roll call on the vote resulted as follows:

Yeas – Melendez, Slater, Thompson, Vazquez
Nays – None. Motion carried.

4. Board Liaison Reports

- Town Board Member Bishop-Cotner – Historic Preservation Commission; Planning Commission Alternate - No report.
- Town Board Member Carrigan – Water & Sewer Board - No report.
- Mayor Pro-Tem O'Neill – Library Board; Planning Commission; North Front Range/MPO Alternate – No report.

- Town Board Member Melendez – Chamber of Commerce; Cache La Poudre Trail Board
Town Board Member Melendez reported the Chamber of Commerce met on February 2. Items discussed included the partnership between UNC/SBDC which will have students developing a business plan and focusing on ways to bring business to Windsor with a report back on April 27, the lodging tax ballot question will be postponed until April, 2012, and the Chamber Annual Dinner scheduled for June, 2011.

There was no report for the Cache La Poudre Trail Board.

- Town Board Member Slater – Tree Board; Windsor Housing Authority
Town Board Member Slater reported the Tree Board would be meeting next week. He also noted the Windsor Housing Authority reviewed the Colorado Municipal Retention Schedule and shredded documents that were no longer required to be kept.
- Town Board Member Thompson – Parks & Recreation Board, Great Western Trail Board
Town Board Member Thompson stated the Parks & Recreation Board met the first Tuesday of the month and toured recreational facilities in Loveland and Greeley in anticipation of the upcoming survey being conducted.

Mr. Thompson reported the Great Western Trail Board would be meeting on Tuesday at 7 a.m.

- Mayor Vazquez – North Front Range/MPO; Student Advisory Leadership Team (SALT)
Mayor Vazquez stated the MPO would be meeting the first Thursday of the month and that representatives from SALT would be present at the February 28 meeting.

5. Public Invited to be Heard

Mayor Vazquez opened the meeting for items of concern not on the agenda; hearing none, Mayor Vazquez moved on to the next agenda item.

B. CONSENT CALENDAR

1. Minutes of the January 24, 2011 Regular Town Board Meeting – P. Garcia
2. Liquor License Special Event Application – United Way of Weld County – P. Garcia
3. List of Bills – D. Moyer

Town Board Member Slater motioned to approve the Consent Calendar as presented; Town Board Member Thompson seconded the motion. Roll call on the vote resulted as follows:

Yeas – Melendez, Slater, Thompson, Vazquez

Nays – None. Motion carried.

C. BOARD ACTION

1. Public Hearing – Amendment to Chapter 17 of the Windsor Municipal Code to adopt certain land uses and design standards for developments within the Corridor Activity Center at the intersection of the Interstate 25 and Colorado State Highway 392 – J. Plummer

Town Board Member Slater motioned to open the public hearing; Town Board Member Thompson seconded the motion. Roll call on the vote resulted as follows:

Yeas – Melendez, Slater, Thompson, Vazquez

Nays – None. Motion carried.

Director of Planning Plummer reported on the intergovernmental agreement with Fort Collins which outlined land uses, boundaries of the Corridor Activity Center (CAC) and noted that any future developments within the CAC would be required to adhere to the four design standards which were included in the ordinance related to masonry levels, roofs, building height and sign standards.

Representatives from BASF, Parex USA, and Sto Corp. addressed the town board with their concerns related the prohibition of synthetic stucco and related materials that was included in the design criteria of the ordinance.

Bill Pellissier, Sto Corp., requested the allowed use of acrylic stucco and noted one of the main accomplishments of the product is that it keeps energy costs low. He also stated that restricting building materials would raise construction costs.

Jim Whitfield, Parex USA, noted prohibiting materials affects employees and plasterers in the area and would restrict the livelihoods of those that live in this area.

Mark Austin, BASF, noted several projects along I-25 currently in progress that are using the prohibited materials. He provided a list of 25 uses of stone/stucco along the I-25 corridor which employs many local citizens.

Mr. Plummer stated that synthetic stucco would be allowed but not on the exterior of a building facing a public right of way or at the first floor or entry level of the façade of a building; synthetic stucco could be used as an accent.

The Town Board discussed the issue noting industry standards, aesthetics for consistency standards along the corridor and the desire to not preclude an industry, but to have aesthetic standards for the gateway to the community.

Town Manager Arnold recommended the conversation be continued at a later date to provide time for staff to meet with those in the industry.

Town Attorney McCargar stated the ordinance could be approved on first reading and amendments could be made prior to second reading and after meeting with industry representatives along with discussing with Fort Collins.

Industry representatives noted they had not had conversations with Fort Collins yet.

Mayor Vazquez stated the criteria is not about excluding an industry but branding an appearance and image. He requested those in attendance to educate Windsor and Fort Collins on the industry.

Town Board Member Slater motioned to close the public hearing; Town Board Member Melendez seconded the motion. Roll call on the vote resulted as follows:

Yeas – Melendez, Slater, Thompson, Vazquez

Nays – None. Motion carried.

2. Ordinance amending Chapter 17 of the Windsor Municipal Code to adopt certain land uses and design standards for developments within the Corridor Activity Center at the intersection of the Interstate 25 and Colorado State Highway 392, First Reading – J. Plummer (Ordinance No. 2011-1402)

Town Board Member Slater motioned to approve Ordinance No. 2011-1402, Ordinance amending Chapter 17 of the Windsor Municipal Code to adopt certain land uses and design standards for developments within the Corridor Activity Center at the intersection of the Interstate 25 and Colorado State Highway 392 on First Reading; Town Board Member Thompson seconded the motion.

Director of Planning Plummer reported staff would meet with industry representatives and noted that the Planning Commission had reviewed the ordinance and recommended approval.

Roll call on the vote resulted as follows:

Yeas – Melendez, Slater, Thompson, Vazquez

Nays – None. Motion carried.

3. An Ordinance Amending the Windsor Municipal Code with Respect to the Assessment of Court Costs in Certain Cases Filed in the Windsor Municipal Court, First Reading – I. McCargar (Ordinance No. 2011-1403)

Town Board Member Slater motioned to approve Ordinance No. 2011-1403, An Ordinance Amending the Windsor Municipal Code with Respect to the Assessment of Court Costs in Certain Cases Filed in the Windsor Municipal Court on First Reading; Town Board Member Melendez seconded the motion.

Town Attorney McCargar reviewed the ordinance and noted that it provides that, upon conviction, anyone who appears or enters a plea due to a plea agreement or are found guilty at trial will pay court costs of \$20.

Roll call on the vote resulted as follows:

Yeas – Melendez, Slater, Thompson, Vazquez

Nays – None. Motion carried.

4. An Ordinance Creating and Establishing the Windsor Downtown Development Authority in the Town of Windsor, Colorado, Second Reading – I. McCargar (Ordinance No. 2011-1401)
(Super-majority vote required for adoption on second reading)
Postponed until February 28, 2011.

5. Resolution Approving An Intergovernmental Agreement Between The Town Of Windsor And The County Of Weld With Respect To The Sharing Of Costs For The County's Efforts At Increasing Distributions From The Department Of Local Affairs – I. McCargar (Resolution No. 2011-07)

Town Board Member Slater motioned to approve Resolution No. 2011-07; Town Board Member Thompson seconded the motion.

Town Attorney McCargar reviewed the resolution and intergovernmental agreement and explained the process which was outlined in the memorandum included in the town board packet. Weld County has requested that Windsor share in the cost of Bill Jerke's service of locating and reporting mineral extraction employees. Mr. McCargar stated it is a fair and reasonable way to us to contribute to the project.

Roll call on the vote resulted as follows:

Yeas – Melendez, Slater, Thompson, Vazquez

Nays – None. Motion carried.

6. Financial Report – D. Moyer

Director of Finance Moyer provided an overview of the financial report to the Town Board. Mr. Moyer noted sales tax was up over January 2010 and that the Town issued 18 single family permits and one commercial permit in January. He stated the most encouraging news was the increase in grocery sales tax receipts.

Mr. Moyer noted the 2011 budget calendar in the communications section of the packet.

7. Discussion of possible 2011 Customer Service Survey – K. Arnold

Town Manager Arnold reported on the Customer Service Survey information from National Research Center. He reviewed the email included in the town board packets which indicated an average response rate of 25-40%. Mr. Arnold stated the Web Survey would be done after the initial 1200 mailed surveys were completed.

After discussion, the Town Board directed staff to move forward with the survey as included in the 2011 budget.

Town Manager Arnold also stated the YMCA survey would be going that week to 3,000 households.

D. COMMUNICATIONS

1. Communications from the Town Attorney

No report.

2. Communications from Town Staff

No report.

4. Communications from the Town Manager

Town Manager Arnold stated there would be no meeting or work session on February 21. There is a joint meeting of the town, school and library boards on February 22 at the school district and the next work session scheduled for February 28 would begin at 5:30 p.m. in the first floor conference room.

Mr. Arnold also reported that information regarding the Lauren Project would be included on the Town's website. People working on the Lauren Project will be in the community on February 28 from 10-1 asking citizens if they have a CO detector.

5. Communications from Town Board Members – none

Mayor Vazquez inquired as to activity at Peakview Estates. He requested a timeline via email of what the residents can anticipate as he wants to be more involved and represent the citizens.

Town Board Member Melendez asked if the finance reports could include the same information that is provided to the Chamber of Commerce related to sales tax collections. Director of Finance Moyer indicated he would include the information in future packets.

E. EXECUTIVE SESSION

An Executive Session pursuant to C.R.S § 24-6-402 (4) (e) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators; large retail prospect – K. Arnold

Town Board Member Slater motioned to go into an Executive Session pursuant to C.R.S § 24-6-402 (4) (e) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators; large retail prospect; Town Board Member Thompson seconded the motion.

Roll call on the vote resulted as follows:

Yeas – Melendez, Slater, Thompson, Vazquez

Nays – None. Motion carried.

Upon returning to the regular meeting, Mayor John Vazquez advised that if any participants in the Executive Session believed the session contained any substantial discussion of any matters not included in the motion to convene the Executive Session, or believed any improper action occurred during the Session in violation of the Open Meeting Law, such concerns should now be stated. Hearing none, the regular meeting resumed.

F. ADJOURN

Town Board Member Slater motioned to adjourn; Town Board Member Thompson seconded the motion.

Roll call on the vote resulted as follows:

Yeas – Melendez, Slater, Thompson, Vazquez

Nays – None. Motion carried.

Patti Garcia

Patti Garcia, Town Clerk

Minutes

A. CALL TO ORDER

1. Chairman Gale Schick called the regular meeting of the Windsor Planning Commission to order on February 3, 2011 at 7:00 p.m.

2. Roll Call

The following Planning Commission members were present:

Gale Schick
Paul Ehrlich Jr.
Robert Frank
David Cox
Town Board Liaison Robert Bishop-Cotner

Also present: Director of Planning Joe Plummer

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

By comment consent there were not any amendments made to the agenda.

4. Public Invited to be Heard – there was no public comment.

B. CONSENT CALENDAR

1. Approval of the minutes of January 6, 2011

Mr. Ehrlich made a motion to approve the consent calendar as presented. Mr. Frank seconded the motion. Motion carried unanimously. Roll call on the vote resulted as follows:

**Yeas – Gale Schick, Paul Ehrlich, Robert Frank, David Cox
Nays – None. Motion carried.**

C. PLANNING COMMISSION ACTION

Chairman Schick closed the regular meeting and opened the public hearing.

1. **Public Hearing – Amendment to Chapter 17 of the Windsor Municipal Code to adopt certain land uses and design standards for developments within the Corridor Activity Center at the intersection of the Interstate 25 and Colorado State Highway 392 – J. Plummer**

Mr. Plummer stated that during the past several years the Town has been working with the City of Fort Collins to facilitate the construction of a new overpass at the I-25/392 interchange. Mr. Plummer continued, since this intersection is both the western gateway into Windsor and the southeastern gateway into Fort Collins, our staff and the Fort Collins staff have been working in a cooperative effort to develop the enclosed table of land uses and list of design standards to ensure that both sides of the interstate will be developed in a cohesive and consistent manner with appropriate land uses and high-quality design standards that are agreeable to both jurisdictions.

Mr. Plummer referred the commissioners to two documents for their consideration, one being the proposed Land Use Table and the other being the proposed gateway standards. Mr. Plummer explained that if a use other than what is listed on the Land Use Table wanted be developed in this corridor the applicant would present their plans before both the Windsor Town Board and the Fort Collins City Council for approval. Mr. Plummer also entered into the record the Corridor Activity Center (CAC), proposed gateway standards as follows:

a) Minimum Level of Masonry

Natural stone, synthetic stone, brick, and concrete masonry units that are textured or split face, solely or in combination, are required to be applied to cover from grade to the top of the entry feature, or to a height that would be equivalent to the top of the first floor if there is no entry feature on any particular elevation, any exterior building that is visible from a public right-of-way. Materials such as synthetic stucco (E.I.F.S.), smooth-face block or tilt-up concrete with applied texturing are prohibited.

b) Roofs

A roof pitch is required for buildings containing less than twenty-five thousand (25,000) square feet and having three (3) stories or less. In cases where mechanical equipment must be mounted on the roof, a sloping mansard roof shall be allowed.

c) Building Height

The maximum building height is six and one-half (6½) stories or ninety (90) feet, whichever is greater.

d) Sign Standards

All freestanding signs shall be ground signs and shall be limited to a maximum height of fourteen (14) feet along and perpendicular to I-25 and twelve (12) feet along and perpendicular to all other streets. Such ground signs shall be subject to all other requirements found in Article IX of Chapter 16 of the Municipal Code.

Mr. Plummer explained that all regular Town of Windsor design standards will be in place along with the above criteria.

Seeing that there were no requests from the public to be heard, Mr. Ehrlich motioned to close the public hearing; Frank seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gale Schick, Paul Ehrlich, Robert Frank, David Cox
Nays – None. Motion carried.

2. Recommendation to Town Board - Amendment to Chapter 17 of the Windsor Municipal Code to adopt certain land uses and design standards for developments within the Corridor Activity Center at the intersection of the Interstate 25 and Colorado State Highway 392 – J. Plummer

The Board and staff discussed other uses not shown on the proposed land use table. Mr. Plummer explained that this was a cooperative effort by both Fort Collins and Windsor and that because

this is a living document if at a certain time the staff and boards of each city feel that it needs to be updated it can be done at that time. Also, Mr. Plummer reiterated that if a use that is not on the list would like to develop within this corridor they will have the option of appearing before the Windsor Town Board and the Fort Collins City Council to request approval of the development.

The board asked for clarification about Windsor's GMA (growth management area). Mr. Plummer displayed a map and explained to the board where the GMA is located.

Based on staff's recommendation, Mr. Ehrlich made a motion to forward a recommendation of approval of the Land Use Table and Design Standards to Town Board as presented. Mr. Frank seconded the motion.

Yeas – Gale Schick, Paul Ehrlich, Robert Frank, David Cox

Nays – None. Motion carried.

D. COMMUNICATIONS

1. Communications from the Planning Commission

There were no communications from the Planning Commission.

2. Communications from the Town Board liaison

Mr. Bishop-Cotner informed the commission about Town Board approving the removal of the auto sales tax. Mr. Bishop-Cotner also advised the planning commission that Town Board will be meeting with the school board and library district to discuss some of the issues that have come to the Town Board's attention.

3. Communications from the staff

Mr. Plummer stated that Town Board ratified the seasonal sales/farmers market language and has advised staff to move forward. Mr. Plummer informed the board that they will see this item at their next meeting.

Mr. Plummer also stated that the proposed meeting notification area to notify surrounding property owners within 500 feet of proposed oil and gas and surface mining operations as well as the proposed requirement for a neighborhood meeting prior to the first public hearing being held were also ratified by Town Board, and that consideration of these new requirements are scheduled for March 3rd planning commission meeting.

Mr. Plummer further noted that staff is still working with the City of Greeley regarding the rezoning and master plan for the area next to Vestas. Mr. Plummer pointed out some of the concerns from the different departments regarding this rezoning and master plan.

Mr. Plummer also informed the board that in addition to the Town Board approving the adult business ordinance with the 1,500-foot buffer from public spaces, the Town Board also included in the ordinance that no adult business could locate within 1,500 feet of either side of Main Street.

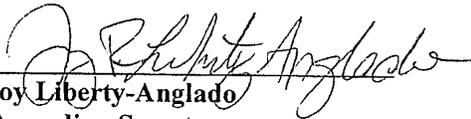
Finally, Mr. Plummer also reported that at the board's previous request staff had surveyed four operators in the oil and gas and open surface mining industries about what kind of impact the new 500-foot notification area would have on their operations, and that one of the four operators said that the new 500-foot notification area would be more costly to them, but that the other three operators said that a 500-foot notification area is the standard in other jurisdictions. Mr. Plummer also advised the members that all four operators stated that requiring a neighborhood meeting early on in the process is a good idea for both the operator and the neighboring property owners.

E. ADJOURN

Mr. Ehrlich moved to adjourn. Mr. Cox seconded the motion. The motion carried unanimously. The meeting was adjourned at 7:38 p.m.

CERTIFICATION

Approved by the Windsor Planning Commission on the 16th day of February, 2011.

Submitted By: 
Joy Liberty-Anglado
Recording Secretary

Existing Neighborhood

Mixed-use pad sites



Auto dealerships facing I-25

Birds Eye View

RIPLEY
DESIGN INC.

land planning
landscape architecture
urban design
entitlement

WESTGATE AUTO CENTER

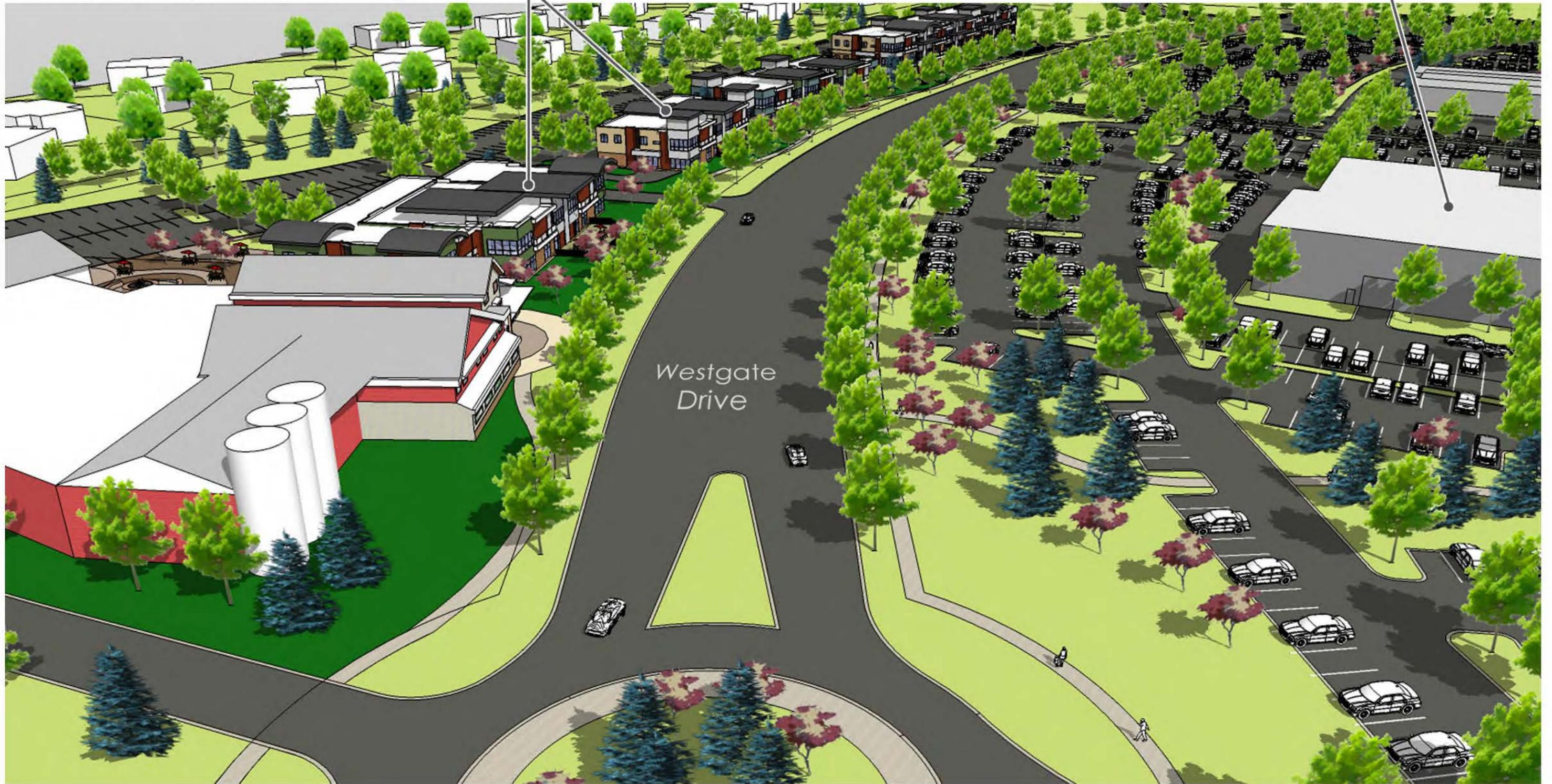
9/1/15

401 West Mountain Ave., Suite 100
Fort Collins, Colorado 80521
970.224.5828
www.ripleydesigninc.com



Mixed-use development east of Westgate Drive

Auto dealerships west of Westgate Drive



Westgate Drive

Mixed-Use View

RIPLEY
DESIGN INC.

land planning
landscape architecture
urban design
entitlement

WESTGATE AUTO CENTER

9/1/15

401 West Mountain Ave., Suite 100
Fort Collins, Colorado 80521
970.224.5828
www.ripleydesigninc.com

RIPLEY
DESIGN INC.



Pedestrian spine linking dealerships

80' landscape setback with 3' high berming along I-25

Southeast View

RIPLEY
DESIGN INC.

land planning
landscape architecture
urban design
entitlement

WESTGATE AUTO CENTER

9/1/15

401 West Mountain Ave., Suite 100
Fort Collins, Colorado 80521
970.224.5828
www.ripleydesigninc.com

RIPLEY
DESIGN INC.



Pedestrian walk links dealerships and provides multi-purpose spaces for entertainment and events

Pedestrian Spine View

RIPLEY
DESIGN INC.

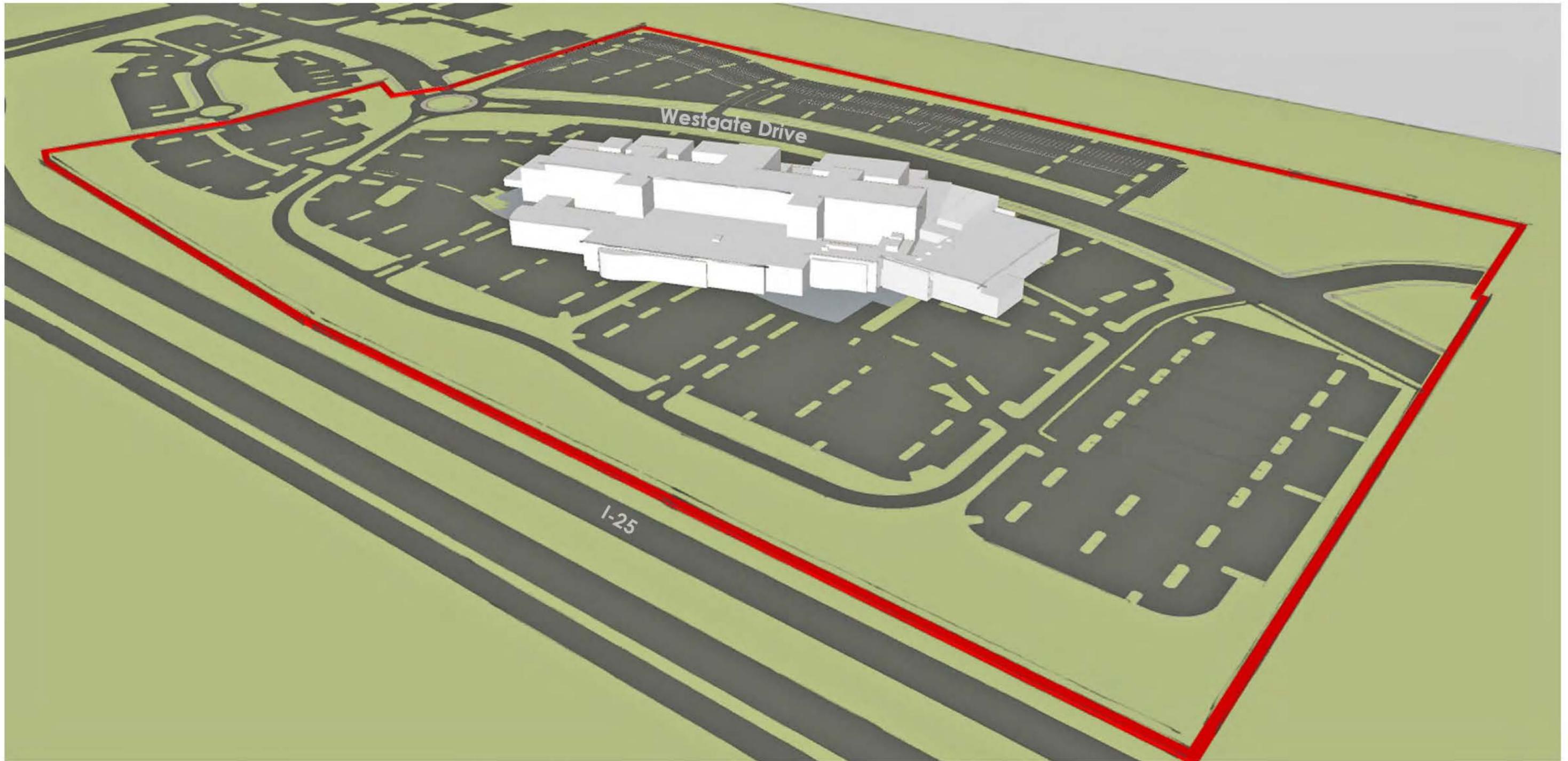
land planning
landscape architecture
urban design
entitlement

WESTGATE AUTO CENTER

9/1/15

401 West Mountain Ave., Suite 100
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RIPLEY
DESIGN INC.



For comparison, this is a view of a hospital similar in scale to the Medical Center of the Rockies with a comparable amount of parking. A hospital of this size and scale would require parking on the entire site, including the portion located east of Westgate Drive.