



TOWN BOARD WORK SESSION MEETING
March 28, 2016 – 5:30 P.M. - Town Board Chambers
301 Walnut Street, Windsor, CO 80550

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

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

Members of the Public in attendance are asked to be recognized by the Mayor before participating in any discussions of the Town Board.

AGENDA

1. Review of I-25/SH 392 Corridor Activity Center (CAC) design standards, land uses and intergovernmental agreement (IGA) considerations
2. Future meetings agenda



MEMORANDUM

Date: March 28, 2016
To: Mayor and Town Board
From: Kelly Arnold, Town Manager
Ian D. McCargar, Town Attorney
Scott Ballstadt, AICP, Director of Planning
Subject: Review of I-25/SH 392 Corridor Activity Center (CAC) design standards, intergovernmental agreement (IGA) considerations, and pre-development agreements
Item #: Work Session - 1

Background/Discussion:

Since the March 7th, 2016 Town Board work session, staff continues to work with parties representing property owner interests (referred to in this memorandum as “property representatives”) on proposed CAC design standards, amended and restated intergovernmental agreement considerations, and pre-development agreements.

Amended and Restated IGA. Attached is a current draft of the proposed IGA amendment, previous versions of which have been shared with counsel for the City and the landowners. This version contains all of the language presented to the Town Board on March 7 (including the modifications to revenue-sharing), but also a new Section 6.3 which speaks to the need for Fort Collins to require the identification of a transit site as a condition of future annexations on the west side of the interchange. This language ties to the language in Article III, Section 5 the attached DownsMore pre-development agreement which relieves DownsMore of the requirement to identify a future transit facility site if Fort Collins does not commit to the language in Section 6.3. Our reasoning is simple: if Fort Collins is not prepared to require identification of a future transit site on the west side, the Town should not require it of landowners on the east side. This document will be ready for referral to Fort Collins by April 11.

Pre-development agreements. In order to be sure the landowners on the east side of the interchange are in alignment with our proposal to Fort Collins, we are requiring them to sign an agreement to memorialize what is expected. Attached are the current drafts. The DownsMore (Moreland/Tynan) group has suggested a number of revisions, the unresolved portions of which appear as redlines to Article II of the attached draft. We are working to resolve the language surrounding the extension of Westgate Drive. As to the Muth property, we have received a positive signal from his attorneys, and expect to finalize the agreement on single family detached product in the near-future. These documents should be signature-ready by April 11.

Design Standards.

At the March 7th, 2016 work session, staff presented draft CAC standards for the entire CAC area, and while many of the standards had consensus, it was also concluded that there were proposed standards requiring further study and discussion. Staff has since worked with property representatives on addressing the outstanding items to reach consensus on the majority of the standards. The outstanding items from the previous work session that currently have consensus are: buffer yard, parking lot (with one exception), outdoor display, and landscaping standards (with one exception); an alternative compliance section, the definition of compatibility, the definition of parking lot, and the building standards (with one exception).

Areas Requiring Further Discussion

There are three areas of differences that remain between staff recommendations and the requests of the property representatives, which include building orientation/parking lot location, the height of landscape berms, and parking modules.

Building Orientation & Parking Lot Location. Staff believes that buildings should be oriented toward the public street and the property representatives believe that buildings should be oriented toward a private drive. Staff contends that the orientation of the building is critical for the purpose of appearance along a major public roadway (i.e., Westgate Drive) and adjacent neighborhood, which is also consistent with the feedback received at the public open houses regarding the CAC Design Standards. The property owner representatives feel that the rear of the buildings should be adjacent to the public street (i.e., Westgate Drive) because the orientation toward I-25 is more important for visibility. Similar to building orientation, parking lot location can have a major impact on the appearance along roadways. As such, the majority of parking should be located behind buildings.

Parking Modules. The property representatives have proposed that parking areas consist of a maximum of 200 spaces (from the originally proposed 100 spaces). This was not an area of difference at the previous work session. Staff believes that the 200 parking space areas would be acceptable with appropriate screening, consisting of berms varying in five (5) to eight (8) feet in height.

Berm Height. Relative to the grade of I-25 and properties located south of State Highway 392, staff believes that a berms ranging in five (5) to eight (8) feet in height would partially screen parking areas. The property representatives have requested three (3) to five (5) feet berms because it is believed that any height over five (5) feet would produce complete screening. Included illustrations describe staff's position in further detail.

Ripley Design, Inc. has also submitted a separate memo and photos regarding these items and they have been included in this work session packet.

Areas of Agreement – Significant Revisions

1. **Buffer yards** – Concern was raised by the Town Board regarding the width of the proposed buffer between incompatible uses and that a larger buffer area should be incorporated into the standards. Several neighbors have indicated they would prefer an even wider buffer of 80 to 100 feet. Town staff and the property representatives have agreed to a minimum buffer width requirement of 40 feet with the option to reduce the amount of required landscaping with a greater buffer width and/or berm.
2. **Alternative Compliance** – At the March 7th work session, the property representatives recommended an “Alternative Compliance” option, which would offer flexibility within the CAC standards for allowing a creative or innovative design approach that meets or exceeds the intent of the standards, without the need for a waiver process. The I-25 Corridor Plan anticipated that alternative compliance would be enacted with commercial corridor plan standards. The alternative compliance option would also meet the intent of other relative plans, such as the Town’s Comprehensive Plan and Development Code.

Next Steps

Recommendation: If the Town Board agrees with the aforementioned recommendations, staff recommends that the draft design standards be included in the referral to Fort Collins on April 11.

Detailed Analysis of Key Differences

Building Orientation & Parking Lot Location

Proposed Standards:

1. Buildings shall be oriented with their primary entrances facing an adjacent public street.
2. Parking lots shall be screened to the maximum extent feasible by having the majority of such parking located behind buildings. Parking lots located between the front façade of the building and an adjacent public street shall be limited to no more than a single drive aisle with a single row of parking on each side.

Property Representatives Request:

Property representatives have proposed that buildings be allowed to be oriented with the primary entrances facing an adjacent public street **or** private street and would like to exclude dealer inventory areas from parking lot location requirements.

Staff Response:

Staff recommends that buildings are oriented with the primary entrances facing an adjacent **public** street only. Staff also recommends all parking areas, whether used for inventory or any other type of parking, be limited to no more than a single drive aisle between the public street and front entrance.

The primary issue with allowing building orientation to a private street is buildings could be oriented with the rear sides facing Westgate Drive, presenting a less desirable side to the public street, existing residences, and possible future development to the east. Similarly, allowing large amounts of parking between the building and public street, such as Westgate Drive, would present an undesirable image to the public realm.

Rationale:

Staff believes buildings should be oriented to public streets and that parking should be limited between the public street and front entrance due to the following issues:

1. Consistency with the Commercial Corridor Plan

The Commercial Corridor Plan seeks to minimize parking adjacent to Main Street and other arterials by minimizing parking between the street and building entrance. This is a standard staff has consistently enforced for development within the Commercial Corridor Plan, as seen in examples such as King Soopers, which has pad sites that front Main Street rather than parking, and Walgreens, which has a single drive aisle between the street and the building.



Fig. 1 Single drive aisle layout at Walgreens



Fig. 2 Parking layout at gives the building a presence on the street

2. Community Character

Buildings should be oriented towards the street to both screen parking lots from adjacent homes and to have a presence on Westgate Drive that contributes towards creating a positive community image. Similarly, parking lots should predominately be located behind the buildings to contribute to a positive community image along streets like Westgate Drive. As the Commercial Corridor Plan states, large blocks of uninterrupted parking detract from the appearance of a development.

3. Property values and future economic development opportunities

The I-25 Plan includes Design Principles that seek to maximize property values and community benefits and also continue steady economic development by creating a high quality built environment that's inviting to residents and investors. Positioning the buildings closer to Westgate Drive, with minimal parking between the entrance and street, is a design solution that can respect future development opportunities by not having a large parking area as the first image people see. Rather, a more positive impression can be created by having buildings that are oriented towards the street.

4. Community Feedback

Feedback received from the public open houses from adjacent residents stressed that buildings should be oriented toward the adjacent public roadway rather than the rear of buildings.

Berm Heights Adjacent to I-25

Proposed Standard:

Parking lots which face I-25 should be screened with landscaped berms that are five to eight feet in height. The berms shall meander within the eastern 20' of the 80' wide I-25 buffer. Berm height shall be measured from the finished grade of the adjacent parking lot.

Property Representatives Request:

Property representatives have requested berms heights of three (3) to five (5) feet.

Staff Response:

The primary concern with lower berm heights is that parking areas will be highly visible and detract from the desirability of the area. It is staff's analysis that berms of 8' in height would provide close to complete screening of parking areas, viewed perpendicular from I-25. Recognizing that complete screening is not a viable option for property representatives, staff has proposed a compromise of berms that range in height from five (5) to eight (8) feet.

Rationale:

Difference in grade. Elevations were taken along the western property boundary of the subject property, as well as the Interstate. While the far northwestern corner of the property lies at

approximately the same elevation of the interstate, the majority of the site ranges from two and one half feet (2½') to five feet (5') lower in elevation than the grade of the Interstate. The site also slopes down from east to west. It is staff's analysis that the differences in grade and sloping nature of the site require a minimum of five to eight foot (5' - 8') berms to provide adequate screening.

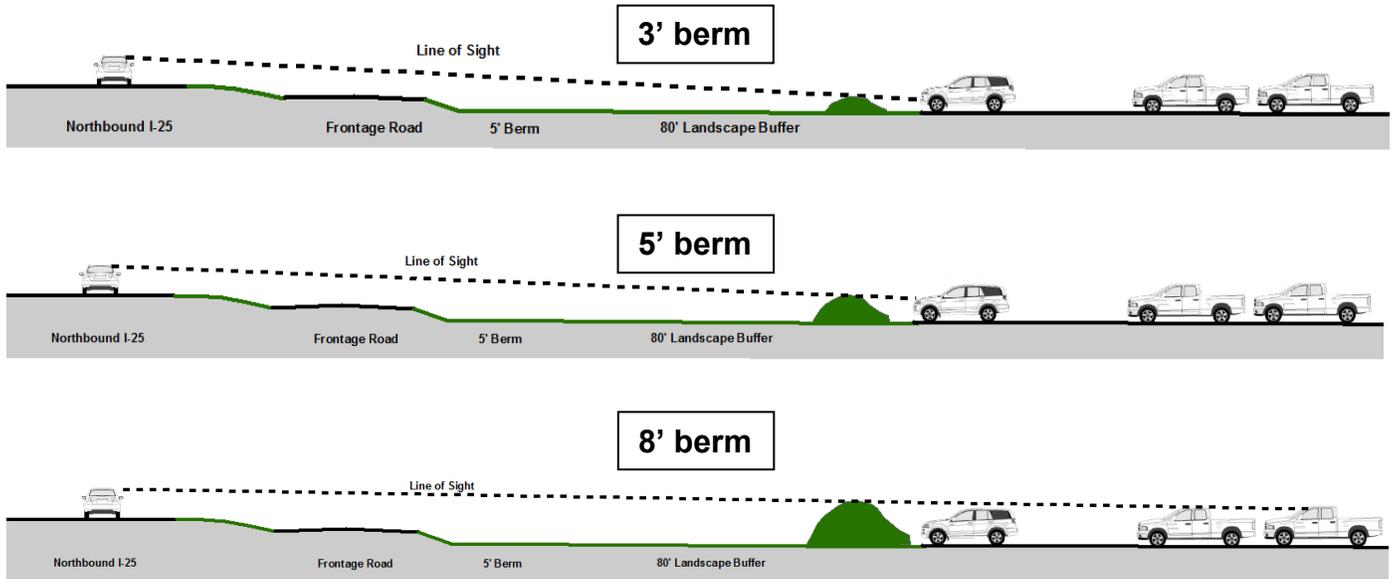


Fig. 5 Illustrations showing the line of sight with a 4' grade difference between I-25 & subject property utilizing 3' berms, 5' berms, and 8' berms.



Fig. 6 Image showing the grade difference between I-25 and the site

1. CAC Vision

The 2016 Windsor Comprehensive Plan outlines a vision for the SH 392/I-25 interchange. Part of that vision is promoting the corridor as an “uptown” style district with a character distinct from other interchanges on I-25. Specifically, Chapter 5d, Commercial & Industrial Areas Framework Plan, includes the following under Commercial Areas – I-25 Interchange:

“Through the existing IGA and Corridor Activity Center with the City of Fort Collins a specific set of uses are approved and outlined. The vision for the district is to minimize the presence of automotive-related and auto-oriented highway uses and develop a mixed-use center or node within Windsor that will function, in effect, as a contemporary “uptown” style district that complements the Town’s historic Downtown or other mixed-use neighborhoods like Water Valley.”

Expansive parking lots that are highly visible are not consistent with the vision outlined above. The visual impact of large parking lots could detract from the image of the area and hurt the opportunity for future development that is more in line with the vision for the area.

2. Consistency with I-25 Plan

The I-25 Corridor Plan, adopted by Windsor and other northern Colorado communities, outlines a vision for maintaining the character of the corridor. More specifically, under the Scenic Landscape Corridors Polices, the following goal is included:

Maintain and improve the scenic quality and landscape character of the Corridor and minimize negative visual impacts of development along I-25.

Staff believes parking lots needed to serve large establishments such as automobile dealerships would negatively impact the scenic quality of the corridor. Loveland has established very good examples at both the Centerra Motorplex and The Promenade Shops at Centerra of screening large parking areas with the use of berms and landscaping while still allowing views of buildings and signs.

3. IGA Intent

It is staff’s opinion that the IGA intentionally left off automobile oriented businesses such as car dealerships for a number of reasons, including the negative visual impact of such uses. As such, the enhanced standards proposed for the CAC should adequately address the negative impacts of automobile dealerships, including berms of an adequate height.



Fig 3. Berms at the Centerra Motorplex are approximately 13' in height



Fig. 4 Berms at the Centerra Motorplex

Parking Lot Modules

Proposed Standard:

Parking modules should be broken up into modules of no greater than 100 parking spaces, with the perimeter of each module landscaped with a ten foot (10') buffer.

Property Representatives Request:

Property representatives have requested the module be increased to 200 parking spaces.

Staff Response/Rationale:

The Commercial Corridor Plan currently requires modules of 200 spaces, so 100 spaces was presented has an enhanced standard to ensure additional landscaping for large parking lots. If the property representatives are willing to provide berms of five (5) to eight (8) feet in height, then staff believes less interior parking lot landscaping would need to be provided, so parking modules of 200 spaces might be appropriate.

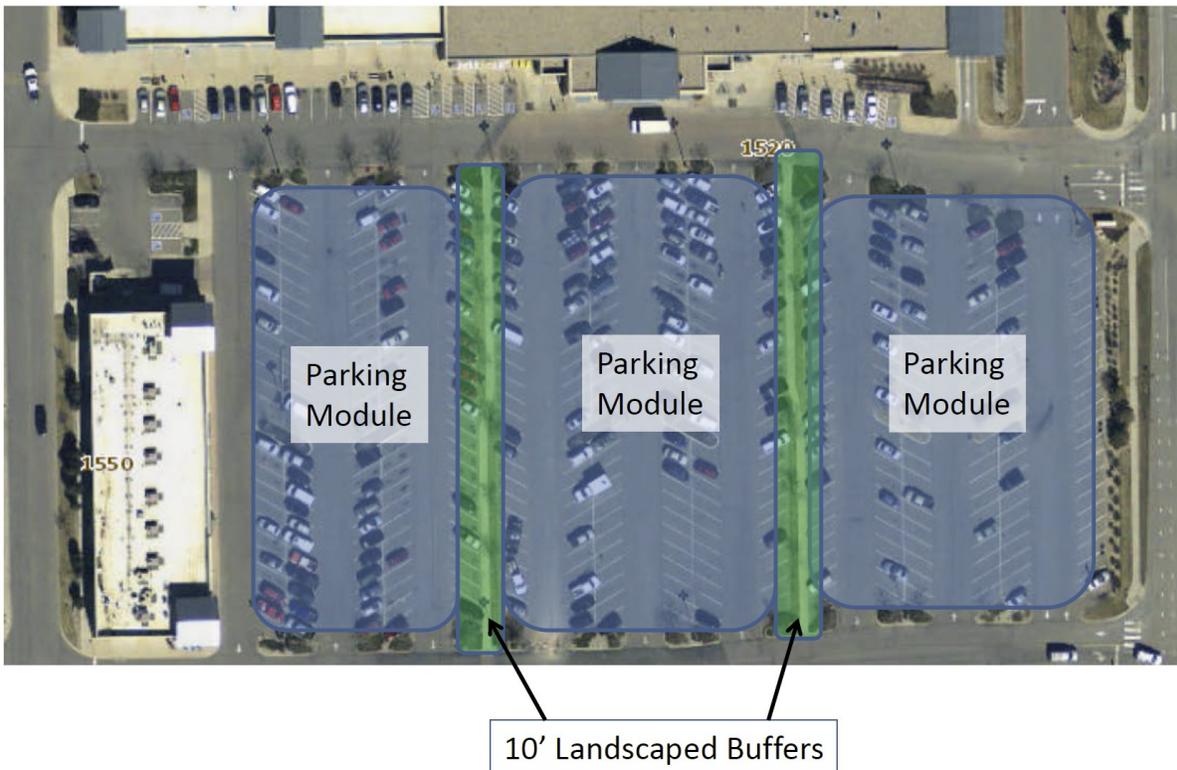


Fig. 7 Illustration showing parking modules at King Soopers

Enhanced CAC Design Standards

General Purpose:

The intent of these standards is to provide the tools for creating an improved quality of appearance and more integrated mix of land uses for the Windsor Corridor Activity Center (CAC). These standards apply to all development applications within the CAC other than single-family residential development and public parks or open space.

Site Design:

To the maximum extent feasible, larger sites containing multiple buildings and uses shall be composed of a series of urban-scale blocks of development defined and formed by public or private streets or drives that provide links to nearby streets along the perimeter of the site.

1. In addition to a network of streets and drives, blocks shall be connected by a system of parallel tree-lined sidewalks that adjoin the streets and drives combined with off-street connecting walkways so that there is a fully integrated and continuous pedestrian network.
2. To the maximum extent feasible, remote or independent pad sites, separated by their own parking lots and service drives, shall be minimized. Such buildings shall be directly connected to the pedestrian sidewalk network. All parking areas shall be oriented together to provide shared parking opportunities.

Landscaping:

Landscaping shall be incorporated around service areas, building entrances and throughout parking lots, vehicular and pedestrian circulation areas. All landscaping shall be in accordance with the Town of Windsor Tree and Landscape Standards, as amended or replaced. The intent of these standards is to supplement the Tree and Landscape Standards in the I-25 corridor and ensure a high quality appearance within the I-25 CAC gateway. To the extent that the Town's development standards address any of the following landscaping standards, the stricter of the two shall be applied.

1. Site landscaping shall be twenty percent (20%) or greater, excluding the 80 foot landscape buffer adjacent to I-25 and any required Buffer Yards.
2. Landscape designs shall strive to incorporate xeric principles.
3. Landscaping shall be located between all adjacent roadways and property lines (streetscape).
4. Berms and walls may also be incorporated as an element for screening.
5. I-25 Landscape Buffer. Landscaping shall be provided adjacent to Interstate 25 in accordance with the following:
 - A. An 80 foot wide landscape buffer shall be provided adjacent to the I-25 right-of-way

- B. Fences or screen walls are not allowed within the 80 foot setback. Retaining walls should be minimized to the greatest extent possible, and shall not exceed four feet (4') in height.
 - C. Parking lots, service areas and buildings shall be significantly buffered from I-25 primarily by the use of landscaped berms that meander within the easternmost twenty feet (20') of the 80 landscape buffer. The berms shall predominately be planted with unirrigated grasses with occasional bands of shrubs and trees. Gaps in sculpted landforms should be landscaped with canopy, evergreen and ornamental trees, as well as shrub massings to provide screening and visual interest.
 - D. The landscape buffer shall be dominated by the sculpted landforms, supported by irrigated and unirrigated grasses, tree groupings, and banks of ornamental grasses, shrubs, and perennials. Buffers shall provide a minimum of two (2) evergreen trees, two (2) shade trees, and four (4) shrubs per one-hundred (100) lineal feet of frontage.
 - E. Berm heights shall be designed to provide significant buffering of parking lots and service areas, to soften the visual impact of buildings, and to provide visual interest along I-25. Sculpted berms shall range in height from five to eight feet in height, measured from the finished grade of the adjacent parking lot or building. The berms shall create a naturalistic appearance raising, lowering, and/or overlapping, to create roughly equal proportions of 5-foot and 8-foot high berms.
6. Parking Lot Screening
- A. The perimeter of all parking areas shall be screened from public rights-of-way, public open space, and adjacent properties by at least one of the following methods for the entire perimeter length:
 - 1. A berm 3 feet high with a maximum slope of 3:1 in combination with evergreen and deciduous trees and shrubs.
 - 2. A hedge at least 3-feet high, consisting of a double row of shrubs planted 3-feet to 5-feet on center, depending on the species, in a triangular pattern.
 - 3. A decorative fence or wall made of masonry or other high quality material between 3 and 4-feet high in combination with landscaping.
 - B. In addition to the above screening, the following landscaping is required:
 - 1. Trees shall be provided at a ratio of two (2) evergreen trees, two (2) shade trees, and four (4) shrubs per one-hundred (100) lineal feet along a public street.
 - 2. Trees may be spaced irregularly in informal groupings or be uniformly spaced, as consistent with larger overall planting patterns and organization. Perimeter landscaping along a street may be located in and should be integrated with the streetscape in the street right-of-way.
7. Parking Lot Landscaping:
- 1. Parking areas shall be broken into modules not to exceed one hundred (100) spaces or 18,000 square feet. The perimeter of each module shall be landscaped with a ten foot (10') wide buffer landscaped with shrubs and trees, including one tree every forty feet (40'). In addition to landscape island

requirements, large surface parking lots shall be visually and functionally segmented into smaller sections by landscape areas or islands. Each section shall contain a maximum of one hundred (100) parking spaces.

2. Landscape medians and/or islands should strive to incorporate bio swales and/or raingardens throughout a site to manage runoff.

8. Buffer Yards

- A. Applicability. These standards apply to all development applications within the CAC other than single-family residential development and public parks or open space.
- B. Purpose. The purpose of this Section is to provide standards to separate proposed development from existing single-family residential uses, in order to eliminate or minimize potential nuisances such as dirt, litter, noise, glare of lights and unsightly buildings or parking areas.
- C. Buffer standards. Buffer yards shall be located on the outer perimeter of a lot or parcel adjacent to single-family uses and may be required along all property lines for buffering purposes and shall meet the standards as provided in this Section.
- D. Only those structures used for buffering and/or screening purposes shall be located within a buffer yard. The buffer yard shall not include any paved area, except for pedestrian sidewalks or paths or vehicular access drives which may intersect the buffer yard at a point which is perpendicular to the buffer yard and which shall be the minimum width necessary to provide vehicular or pedestrian access. Fencing and/or walls used for buffer yard purposes shall be solid, with at least seventy-five (75) percent opacity.
- E. Buffer yard widths are established in the chart below and specify deciduous or coniferous plants required per one hundred (100) linear feet along the affected property line, on an average basis.

		Plants per 100 linear feet along affected property line			
Buffer Width	Plant Multiplier	Shade Trees	Ornamental Trees	Evergreen Trees	Large Shrubs
40	1.00	4	4	3	25
50	.90	3.6	3.6	2.7	22.5
60	.80	3.2	3.2	2.4	20.0

- F. Credit for berm. The required plant units may be reduced by 50% if a landscaped berm is provided with a minimum height of 5 feet.

9. Other landscape areas. Landscape areas outside of the I-25 Landscape Buffer, Parking Lot Screening, Parking Lot Landscaping, and Buffer Yards shall consist of at least one (1) tree and five (5) shrubs for every 750 square feet of landscaped area.

Parking:

1. **Applicability.** These standards apply to all parking lots within the CAC associated with commercial, industrial, or multifamily development.
2. **Purpose.** The purpose of this Section is to provide standards to enhance the physical appearance of development within the CAC by ensuring parking lots are designed to maintain and enhance the quality of commercial development, manage storm water runoff, reduce heat island effects, and promote a pedestrian friendly and safe environment.
3. **Standards.** Parking lots shall be screened to the maximum extent feasible by having the majority of such parking located behind buildings. Parking lots located between the front façade of the building and the adjacent public street shall be limited to no more than a single drive aisle with a single row of parking on each side. When this layout does not provide enough parking, additional parking should be distributed between the back or sides of a building.
4. **Large parking lots** shall include walkways that are located in places that are logical and convenient for pedestrians.

Building Design and Orientation:

The purpose of this Section is to provide standards to enhance the physical appearance of development within the CAC. The intent is not to limit creativity or innovation in architectural design. Applicants that propose architecture that does not comply with the following standards are encouraged to seek alternative compliance.

Orientation:

Buildings shall be oriented with their primary entrances facing an adjacent public street. To the maximum extent feasible, buildings shall be oriented to maintain intermittent views to the west.

Form/Façade Treatment:

1. At least two (2) sides of a building shall feature operational customer entrances. Entrances shall be clearly defined by architectural elements.
2. Service areas, loading docks, outdoor storage and mechanical equipment shall be located to the sides and/or rear of the building. These areas shall be screened from all adjacent roadways and properties.
3. All roof-top equipment shall be fully screened from view of adjacent roadways and properties.
4. Ground floor facades that face streets or public walkways must be modulated with features such as windows, entrances, arcades, porches, pilasters, arbors, awnings, recessed or projecting display windows along no less than 75% of the façade.
5. No single wall plane that faces a public street or walkway shall exceed thirty feet (30').
6. Wall planes greater than 30 feet in length shall include building articulation or fenestration with a minimum of three feet in projection or depth.

7. Facades shall incorporate architectural elements to emphasize building entries and door and window openings.
8. Wall planes greater than 30 feet in length shall include a variety of building materials, not to exceed 75 percent of one material.
9. Facades greater than 100 feet in length shall provide a varying roofline.

Roof Form:

Buildings Less than 10,000 sq.ft.

Roofs on primary structures with a floor plate less than 10,000 sq.ft. shall be pitched with a minimum slope of at least 5:12 or provide the appearance of 5:12 pitch through the use of a modified mansard roof. At least one of the following elements shall be incorporated into the design for each 50 lineal feet of roof:

1. Projecting gables
2. Hips
3. Horizontal/vertical breaks

Three or more roof slope planes shall be incorporated into a design.

Buildings Larger than 10,000 sq.ft.

Roofs on structures with a floorplate of greater than 10,000 sq.ft. shall have no less than two of the following features:

1. Parapet walls featuring three-dimensional cornice treatment that at no point exceed one-third of the height of the supporting wall.
2. Overhanging eaves, extending no less than 3 feet past the supporting walls.
3. Sloping roofs not exceeding the average height of the supporting walls, with an average slope greater than or equal to 1 foot of vertical rise for every 1 foot of horizontal run.
4. Three or more roof slope planes.

Compatibility:

Compatibility shall mean the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. Some elements affecting *compatibility* include height, scale, mass and bulk of structures. Other characteristics include pedestrian or vehicular traffic, circulation, access and parking impacts. Other important characteristics that affect *compatibility* are landscaping, lighting, noise, odor and architecture. *Compatibility* does not mean "the same as." Rather, *compatibility* refers to the sensitivity of development proposals in maintaining the character of existing development.

Conditions may be imposed upon approval of a development project in or adjacent to an existing developed neighborhood to achieve compatibility in connection with (i) a complementary or new standard of architectural character for the neighborhood; (ii) buildings proportional in mass and scale of other structures abutting or in the near vicinity through articulation and subdividing of massing;

(iii) creating opportunities for privacy of abutting land uses; (iv) building materials and colors complementary to abutting uses; and (v) limitations on outdoor storage areas, mechanical equipment and deliveries.

Lighting:

In addition to compliance with Municipal Code §16-10-100, Site lighting, the following lighting standards shall apply:

- A. In no event shall lighting negatively affect public roadways adjacent to or in proximity of the site.
- B. Exterior building lighting and display lighting shall include fixtures with a dimming interface.
- C. Light poles within 100 feet of a residential use or residentially-zoned property shall not exceed 20 feet in height.
- D. Outdoor lighting shall be limited to a maximum of one thousand (1000) candela per square meter (nits).
- E. Outdoor lighting shall be L.E.D. (light emitting diode) "Dark Sky" compliant, per the International Dark Sky Association requirements for reducing light pollution and minimizing glare, sky glow, spill light and obtrusive light.
- F. Light bulbs shall be soft-white or warm-white hues.
- G. A photometric plan illustrating compliance shall be submitted.

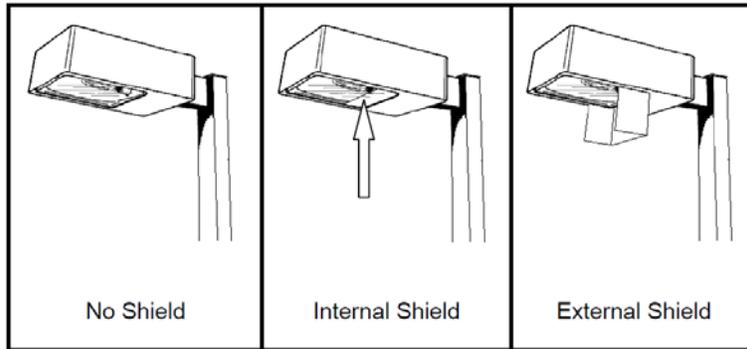
Lighting Time Limitations

Parking lot/outdoor display lot lighting shall include fixtures with a dimming interface. Lighting shall be reduced within one hour after closing so that the remaining illumination levels are sufficient for security purposes only. Any illumination used after 10:00 p.m. shall be reduced to levels sufficient for security purposes only.

Shielding

All light fixtures that are required to be fully shielded shall be installed in such a manner that the shielding satisfies the definition of a fully shielded fixture:

1. All light fixtures used in outdoor display lots shall be fully shielded and be aimed so that the direct illumination shall be confined to the property boundaries of the source.
2. All light fixtures used on open parking garages, including those mounted to the ceilings over the parking decks, shall be fully shielded.



Certification

Outdoor lighting shall be designed and certified by an engineer as conforming to all applicable restrictions of this Code before construction commences. Further, after installation is complete, the system shall be again certified by a registered engineer to verify that the installation is consistent with the certified design.

Noise:

The intent of the following standards is to promote measures that will minimize noise generated on the property and promote compatibility with surrounding land uses.

1. Loudspeakers prohibited. Phones, pagers and other silent methods of communication shall be utilized to communicate between employees, customers and others. Loudspeakers and similar methods of communications shall be prohibited.
2. Vehicle service required to take place in fully enclosed building. All servicing of vehicles shall take place within enclosed buildings and with overhead doors closed to minimize noise from tools, equipment or other sources.
3. With regard to the operation of motor vehicles, unreasonable noise shall include, but not be limited to:
 - a. The continuous or repeated sounding of any horn or signal device of a motor vehicle, except as a danger signal. For the purposes of these regulations, continuous shall mean continuing for an unnecessary or unreasonable period of time.
 - b. The operation of any motor vehicle in a manner which causes excessive noise as a result of an unlawful, defective or modified exhaust system, or as a result of unnecessary rapid acceleration, deceleration, revving the engine or tire squeal.

Outdoor Display:

Outdoor display of merchandise for sale or lease is not allowed unless specifically depicted on an approved site plan. Additionally, the following outdoor display standards shall apply to Automobile Dealership uses.

1. In addition to compliance with Municipal Code Chapter 16, outdoor display shall be consistent with the following:
 - a. Lighting, per the CAC design standards.
 - b. Outdoor display areas shall be located on-site and shall not be located in any setback, buffer area, drive aisles driveways, customer or employee parking, or interfere with any pedestrian walkways, or public right-of-way.
 - c. Vehicle Display Areas shall occur only in areas approved on the Site Plan and shall adhere to the following:
 - i. A maximum of five (5) Vehicle Display Areas shall be allowed in the CAC that front on I-25. A maximum of three (3) Vehicle Display areas that front Westgate Drive shall be allowed in the CAC.
 - ii. No more than three (3) vehicles shall be displayed at any one Vehicle Display Area.
 - iii. Vehicle Display Areas shall be no taller than four feet (4') in height measured from the adjacent grade and shall not be installed at the top of berm areas.
 - iv. The facade of Vehicle Display Area shall be masonry or other similar high quality material.
 - v. Vehicles shall be displayed parallel to the ground.
 - vi. Rotating displays are not allowed.
 - d. Outdoor display areas, including Vehicle Display Areas, shall include landscaping between the display area and property line with shrubs and perennials. The display area landscaping is a separate requirement from the required parking lot landscaping requirements, landscape buffer area requirements and public right-of-way landscaping requirements.
 - e. Use of balloons, inflatable devices, and any other similar attention getting devices is prohibited.

Definitions

Automobile Dealership	“Automobile Dealership” shall have the same meaning as defined in § 12-6-102 (13), C.R.S.
Parking Lots	All areas used for the parking of vehicles for customers, employees, and visitors, and fleet or business vehicles. In the case of Automobile Dealerships, all outdoor areas used for the staging, storing , or display of vehicle inventory for sale, lease, rental, service, or similar use shall be considered parking lots with the exception of Vehicle Display Areas as defined below
Vehicle Display Areas	An outdoor pad site, typically raised above grade, with physical design characteristics meant to showcase a limited number of vehicles in an attention getting manner that stands out from vehicle inventory areas within parking lots.

Alternative Compliance:

The decision maker may approve alternative compliance if it finds that the granting of the alternative compliance would not be detrimental to the public good, and that:

(1) the plan as submitted will promote the general purpose of the design standards for which the alternative compliance is requested equally well or better than would a plan which complies with the standard for which alternative compliance is requested; or

(2) the approval of alternative compliance would, without impairing the intent and purpose of the design standards, substantially alleviate an existing, defined and described problem of Town-wide concern or would result in a substantial benefit to the Town by reason of the fact that the proposed project would substantially address an important community need specifically and expressly defined and described in the Town's Comprehensive Plan or in an adopted policy, ordinance or resolution of the Town Board, and the strict application of such a standard would render the project practically infeasible; or

(3) by reason of exceptional physical conditions or other extraordinary and exceptional situations, unique to such property, including, but not limited to, physical conditions such as exceptional narrowness, shallowness or topography, the strict application of the design standard for which alternative compliance is sought would result in unusual and exceptional practical difficulties, or exceptional or undue hardship upon the owner of such property, provided that such difficulties or hardship are not caused by the act or omission of the applicant; or

(4) the plan as submitted will not diverge from the CAC design standards except in a nominal, inconsequential way when considered from the perspective of the entire development plan, and will continue to advance the purposes of the CAC design standards.



land planning ■ landscape architecture ■ urban design ■ entitlement

Change in parking lot modules

The following language comes from the Fort Collins Land Use Code. It works in that it creates well defined, attractive, segmented parking lots while still allowing efficient use of drives and parking areas. This is another opportunity to be consistent on the east and west side of the Interstate.

Lot Size/Scale. Large surface parking lots shall be visually and functionally segmented into several smaller lots according to the following standards:

(a)

Large parking lots shall be divided into smaller sections by landscape areas. Each section shall contain a maximum of two hundred (200) parking spaces.

Parking modules of 100 cars would have the effect of enlarging parking areas and making, them less efficient in being able to drive through and find spaces to park and also have a detrimental effect on plowing the lots in winter.

Height of berms

The height of berms is a critical issue for the auto dealerships and would be for most commercial developments locating in the CAC. Complete screening of the auto dealerships from I-25 is not acceptable. There is a big difference between screening and buffering. We understand the need to buffer the visual impact of auto dealerships along I-25 and desire to provide high quality, well-maintained appropriate landscape and berming to appropriately buffer the auto dealerships.

How to do that is the question. We believe that the proposed 3-5 foot high berming is sufficient and appropriate for the following reasons:

- 3-5 feet represents a 40-60% increase in berm height from what is currently proposed in the I-25 Design Standards.
- On the Fort Collins side, higher berming is not required and furthermore berming is specifically not allowed if it interferes with views to the mountains. If consistency on both side of the Interstate is desirable, than the standard should remain at 3-foot.
- The eye-level of drivers along I-25 is approximately 4.5 feet, so a 5-foot berm potentially completely screens the development depending on grade differentials.
- We propose that the berm height be measured from the development side of the berm at the western edge. In the case of the auto dealers the vehicles located at the edge of the inventory lots along I-25 would be partially to completely screened from the drivers view. How much of the larger dealership development that would be visible is difficult to determine without a grading plan. If the grade at the edge of the developed site is lower or higher than the grade at the edge of the Interstate than the height of berming should raise or lower depending on that differential.

Thinking outside of the box for over two decades.

- As landscaping and trees mature, the visibility of the overall developments will decrease. The effect of mature landscaping can be experienced at large commercial developments in Fort Collins, along Harmony Road and in other developments. The view of commercial developments along Harmony Road, for example are softened, but not completely screened. This achieves the dual objectives of creating attractive streetscapes as well as successful commercial developments.
- The berms at the Centerra Motorplex, although 13 feet high appear to go down to zero and don't always overlap. Therefore requiring berming 5-8 feet is effectively more screening than what exists at that development and therefore completely unacceptable.
- The Interstate is significantly elevated along the Centerra site requiring higher berms to achieve the same amount of screening. (see photos submitted)

Thinking outside of the box for over two decades.



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**AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
PERTAINING TO THE DEVELOPMENT OF THE
INTERSTATE 25/STATE HIGHWAY 392 INTERCHANGE**

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE INTERSTATE I25/STATE HIGHWAY 392 INTERCHANGE (“Amendment”) is entered into this _____ day of _____, 2016, 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;
- regulating the location and activities of development which may result in increased demand for services;
- providing for the orderly development and extension of urban services;
- simplifying governmental structure when possible;
- promoting the economic vitality of both municipalities;
- protecting the environment; and
- raising revenue sufficient to meet the needs of their citizens;

and

WHEREAS, on March 22, 2006 the City and Town entered into an intergovernmental agreement (the “2006 Agreement”) that, among other things, defined a Corridor Activity Center in the immediate vicinity of the Interchange (the “CAC”); and

WHEREAS, the 2006 Agreement also set 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

DISCUSSION DRAFT ONLY

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, the City and the Town worked diligently with each other, with CDOT, and with 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 were successful, and the construction of improvements to the Interchange were completed as intended; and

WHEREAS, on January 3, 2011, the City and the Town entered into that certain Intergovernmental Agreement Pertaining To The Development Of The Interstate I25/State Highway 392 Interchange (“Agreement”); and

WHEREAS, on November 27, 2012, the City and the Town entered into the First Amended Intergovernmental Agreement Pertaining to the Development of the Interstate 25/State Highway 392 Interchange (“First Amended Agreement”); and

WHEREAS, on May 9, 2013, the parties entered into that certain Intergovernmental Agreement Amending the First Amended Agreement with respect to revenue sharing within the CAC; and

WHEREAS, through these various agreements and amendments, the parties have established a comprehensive development plan for land within the CAC, providing for increased coordination of planning and managing development within the CAC, cost sharing for construction of Interchange improvements, revenue sharing, operation and maintenance of the various 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, during the years following approval of the Agreement and its various amendments, no development or redevelopment has occurred in the CAC; and

WHEREAS, the parties have undertaken a reevaluation of the Permitted Uses set forth in Exhibit B to the Agreement, and have determined that amendment and clarification of the Agreement is appropriate; and

DISCUSSION DRAFT ONLY

WHEREAS, the parties desire to amend and restate their understandings with respect to the Permitted Uses, applicable development standards and revenue-sharing within the CAC; 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 **Amended and Restated Agreement**, unless a different meaning clearly appears from the context, the following definitions shall apply:

1.1. “Agreement” means the Intergovernmental Agreement Pertaining to the Development of The Interstate I25/State Highway 392 Interchange, and its identified Exhibits.

1.2. “Automobile Dealership” shall have the same meaning as defined in § 12-6-102 (13), C.R.S. “Automobile Dealership” shall not include the sale or leasing of:

1.2.1 Any vessel used or capable of being used as a means of transportation of persons and property on the water;

1.2.2 “Recreational vehicles” as defined in § 12-6-102 (16.5), C.R.S.

1.2.3 “Snowmobiles”, as defined in § 33-14-101 (11), C.R.S

1.2.4 “Off-highway vehicles”, as defined in § 33-14.5-101 (3), C.R.S.

1.3. “City” means the City of Fort Collins, Colorado.

1.4. “Corridor Activity Center” or “CAC” means that joint planning area referred to and more fully described on Exhibit “A” to the Agreement; and as such description may be amended by the Section 2 of the Agreement.

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.

DISCUSSION DRAFT ONLY

- 1.7. “Effective Date” means the date that the last party signs this Amended and Restated Agreement, or ten days after the final approval by the governing board of the City or Town, whichever is earlier.
- 1.8. “Interchange” means the Interstate 25 and State Highway 392 interchange.
- 1.9. “Party” refers to the City, the Town or in the plural, both the City and the Town.
- 1.10. “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.
- 1.11. “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.
- 1.12. “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.
- 1.13. “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.
- 1.14. “Single-family Residence” means a place of abode containing one (1) unified dwelling space not physically connected with another dwelling space or place of abode.
- 1.15. “Town” means the Town of Windsor, Colorado.

SECTION 2. PERMITTED USES/PREFERRED USES; LIMITATIONS

2.1. Permitted uses. Land uses within the CAC shall be limited to those uses shown on **Exhibit A** attached hereto and incorporated herein by this reference. Neither party shall accept, entertain or allow any application for land use within the CAC which is not expressly included in the uses described in Exhibit A. All zoning ordinances or other legislation needed to implement this limitation shall be adopted by the Windsor Town Board no later than August 1, 2016.

2.2 Limitations on Certain Uses. Notwithstanding the foregoing reference to permitted uses, and in addition to any applicable land use limitations provided in the Town’s Municipal Code, the following specific limitations shall apply:

2.2.1 Limitations on Automobile Dealerships. The following limitations shall apply to all Automobile Dealerships, any portion of which is located in that portion of the CAC within the Town:

2.2.1.1 Automobile Dealerships shall be subject to the Enhanced CAC Design Standards referred to in Section 3.1 below. All zoning ordinances or other legislation

DISCUSSION DRAFT ONLY

needed to implement the Enhanced CAC Design Standards shall be adopted by the Windsor Town Board no later than August 1, 2016.

2.2.1.2 The total acreage allocated to Automobile Dealerships located in that portion of the CAC within the Town shall not exceed thirty-eight and twenty-seven one-hundredths (38.27) acres. All zoning ordinances or other legislation needed to implement this limitation shall be adopted by the Windsor Town Board no later than August 1, 2016.

2.2.2 Limitations on Single-family Residential. No Single-family Residential structure shall be located outside of the Single-family Residential Building Envelope depicted in the attached **Exhibit [##]**, incorporated herein by this reference as if set forth fully. In addition, the total number of building lots devoted to Single-family Residential structures in the CAC shall not exceed **[###]**. All zoning ordinances or other legislation needed to implement this limitation shall be adopted by the Windsor Town Board no later than August 1, 2016.

SECTION 3. DEVELOPMENT AND DESIGN STANDARDS

3.1. 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). In addition to these various land use plans, the parties specifically agree that all development and redevelopment within that portion of the CAC lying in the Town's corporate limits shall adhere to the Enhanced CAC Design Standards set forth in **Exhibit [B]** ("Enhanced CAC Design Standards"), incorporated herein by this reference as if set forth fully.

3.2. The parties intend that the Enhanced CAC Design Standards shall be applied to assure that land uses in the portion of the CAC lying within Windsor's corporate limits are undertaken in a manner that assures quality development, consistency and harmony within the CAC, and a cohesive atmosphere within a diverse spectrum of uses.

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 any use within the CAC which is not identified as permitted under Exhibit A.

b. The Town shall not approve any improvements within the CAC which are inconsistent with the Enhanced CAC Design Standards adopted by the Town in accordance with this Amended and Restated Agreement, except that the Enhanced CAC Design Standards may be modified by Town ordinance, adopted in accordance with the Town's Home Rule Charter, notice of which shall be

DISCUSSION DRAFT ONLY

presented to the City no less than thirty (30) days prior to ordinance introduction. Subject to this exception, the Parties reaffirm that the Enhanced CAC Design Standards shall apply to development within that portion of the CAC lying in Windsor's corporate limits. To the extent that the City has previously adopted design or development standards for application within the CAC, such standards shall apply unless modified by City ordinance, adopted in accordance with the City's Home Rule Charter, notice of which shall be presented to the Town no less than thirty (30) days prior to ordinance introduction.

c. 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.

d. 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.

e. The receiving Party shall review the materials and respond to the other Party with written comments within the aforementioned thirty (30) business days, or such additional time as the parties may agree. 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.

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

g. 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 Exhibit A, the Enhanced 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

DISCUSSION DRAFT ONLY

having jurisdiction over the Development or Redevelopment Proposal, unless the Parties agree to the contrary in a written amendment to this Agreement.

SECTION 4. REVENUE SHARING AND NEW DEVELOPMENT

4.1. Terms and Conditions. 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.

4.1.1 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.

4.1.2 Except as set forth in sub-sections 4.1.3 and 4.1.4 below, 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 by March 1 of the following calendar 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 by February 1 of each year. The Parties agree that these statements are being disclosed solely for tax-related purposes and are therefore to remain confidential.

4.1.3 **Automobile Dealerships in Windsor.** One-hundred percent (100%) of all Property and Sales Tax Increment generated within any property in which one or more Automobile Dealerships are located in the Town's corporate limits shall be retained by the Town.

4.1.4 **Single-family Residential in Windsor.** One-hundred percent (100%) of all Property and Sales Tax Increment generated within any property in which one or more Single-family Residences are located in the Town's corporate limits shall be retained by the Town.

4.1.5 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.

4.1.6 The share distribution shall begin on the Effective Date.

4.1.7 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.

4.1.8 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

DISCUSSION DRAFT ONLY

Increment revenue that is due to the other Party under this Section as if the exemption(s) had not been created.

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

4.2. 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.

4.3. Bonding. Nothing in this Agreement is intended to restrict either Party from being able to utilize its agreed 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 5. 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 dispute resolution provisions of **Section 7** 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 6. ANNEXATION

DISCUSSION DRAFT ONLY

6.1. 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.

6.2. 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.

6.3. Identification of Potential Future Transit Facility Site. The Parties acknowledge that the April 2, 2008, I-25/392 Interchange Improvement Plan (“2008 Improvement Plan”) was adopted by the parties as a vision for the future of the Interchange. The 2008 Improvement Plan contemplated a potential future Bus Rapid Transit terminal serving both sides of the Interchange. In conjunction with the expansion of Permitted Uses to include Automobile Dealerships on the east side of the Interchange, the Town is requiring the identification of a potential future transit site on the east side of the Interchange. In order to provide for a parallel potential future transit site on the west side of the Interchange, the City agrees that, as a condition of annexation of property in its portion of the CAC, it will require the annexing property owner(s) to identify a potential future transit site which generally aligns with the potential future transit site identified on the east side. Nothing herein shall obligate the City to require dedication or reservation of a potential future transit site; this Section shall only require the identification of such a site or sites for future planning purposes. Nothing herein shall require either party to acquire, by negotiation or eminent domain, any future transit site, nor require the establishment of a transit site at any time.

6.4. 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 7. MEDIATION/ARBITRATION

7.1. 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.

7.2. 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.

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

7.4. 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.

7.5. 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,

DISCUSSION DRAFT ONLY

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 an arbitrator 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 8. 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 and Property 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 or Property 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 or Property 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 9. FURTHER LEGISLATION

The Parties acknowledge the mutually-binding nature of this Amended and Restated Agreement. The Parties further agree that, in order to render the comprehensive development plan set forth herein enforceable as to third parties, the within terms shall be incorporated into the municipal codes of both the Town and the City. Therefore, the parties pledge to enact amendments their respective municipal codes in conformity to this Amendment on or before August 1, 2016. Failure of such measures shall not affect the mutually-binding character of this Amendment as between the parties.

SECTION 10. MISCELLANEOUS

10.1. Entire Agreement. This Amended and Restated Agreement is the entire and only agreement between the Parties regarding the delineation of permitted uses, development and design standards, and revenue disposition within the CAC boundaries. There are no promises, terms, conditions, or other obligations other than those contained in this Amended and Restated Agreement. This Amended and Restated Agreement may be further amended only in writing signed by the Parties.

10.2. Severability. Except as otherwise provided in this Amended and Restated Agreement, if any part, term, or provision of this Amended and Restated Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity

DISCUSSION DRAFT ONLY

of any other part, term, or provision of this Amended and Restated Agreement and the rights of the Parties will be construed as if that part, term, or provision was never part of this Amended and Restated Agreement.

10.3. Colorado Law. This Amended and Restated 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 Amended and Restated Agreement for actions arising out of or relating to it-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 Amended and Restated 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
 Windsor Town Hall
 301 Walnut Street
 Windsor, CO 80550

10.6. Good Faith. In the performance of this Amended and Restated 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 Amended and Restated Agreement.

DISCUSSION DRAFT ONLY

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

10.8. Assignment. Neither this Amended and Restated Agreement nor the City or Town’s 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 Amended and Restated 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 Amended and Restated Agreement, and all rights of action relating to such enforcement, are strictly reserved to the Parties and nothing in this Amended and Restated Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included in this Amended and Restated Agreement. It is the express intention of the Parties that no person or entity, other than the undersigned Parties, receiving services or benefits under this Amended and Restated Agreement shall be deemed any more than an incidental beneficiary only.

10.11. Recordation of Agreement. The City shall record a copy of this Amended and Restated 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 Amended and Restated Agreement.

CITY OF FORT COLLINS

Wade Troxel, Mayor

ATTEST:

[Seal]

Wanda Winkelmann, City Clerk

TOWN OF WINDSOR,

John S. Vazquez, Mayor

ATTEST:

[Seal]

Patti Garcia, Town Clerk

DRAFT

AGREEMENT IN ANTICIPATION OF DEVELOPMENT

THIS AGREEMENT IN ANTICIPATION OF DEVELOPMENT (“Agreement”) is entered into this ____ day of April, 2016, between THE TOWN OF WINDSOR, a Colorado home rule municipal corporation (“Town”), and DOWNSMORE LLC, a Colorado limited liability company (“DownsMore”). The parties to this Agreement may be referred to individually in the singular, and collectively in the plural as “Party” or “Parties”.

RECITALS

WHEREAS, DownsMore is the owner of certain 52.81-acre parcel of real property described on Exhibit A attached hereto and incorporated herein by this reference (“Property”); and

WHEREAS, DownsMore proposes to develop a portion of the Property, up to a maximum of 38.27 acres, for use as one or more automobile dealerships, primarily devoted to the sale and lease of new and used automobiles, automobile service, and the sale of related goods; and

WHEREAS, the Property is located in the Corridor Activity Center (“CAC”) created by that certain Intergovernmental Agreement Pertaining to the Development of the Interstate I-25/State Highway 392 Interchange between the City of Fort Collins (“City”) and the Town dated January 3, 2011, and as later amended by the First Amended Intergovernmental Agreement Pertaining to the Development of the I-25/State Highway 392 Interchange dated November 27, 2012 (“Amended IGA”); and

WHEREAS, the IGA incorporated a list of land uses permitted in the CAC (“Permitted Uses”), which did not expressly include the sale and lease of new and used automobiles, automobile service, and the sale of related goods; and

WHEREAS, both the IGA and the Amended IGA allowed the amendment of the Permitted Uses only with the written consent or agreement of both the City and the Town; and

WHEREAS, the City and the Town have discussed potential amendment of the Permitted Uses, and the Town is prepared to tender to the City a formal offer under which the IGA and Amended IGA may be further amended to allow the sale and lease of new and used automobiles, automobile service, and the sale of related goods; and

WHEREAS, in order for the Town to undertake further amendment of the IGA, Amended IGA and various provisions of the *Windsor Municipal Code* necessary to implement the said further amendments, the Town requires certain assurances from DownsMore; and

WHEREAS, in order to facilitate amendment of the IGA, the Amended IGA and the necessary provisions of the *Windsor Municipal Code*, DownsMore desires to give the Town certain assurances; and

WHEREAS, by the terms set forth herein, the Parties wish to set forth their understandings with respect to certain aspects of development of the Property.

NOW, THEREFORE, and in recognition of the foregoing Recitals, the Parties agree as follows:

ARTICLE I

MAXIMUM AREA FOR AUTOMOBILE DEALERSHIPS AND RELATED ACTIVITIES

Unless otherwise approved by the Town, DownsMore agrees that the maximum aggregate acreage devoted to the sale and lease of new and used automobiles, automobile service, and the sale of related goods shall be fixed at a maximum of thirty-eight and twenty-seven one-hundredths (38.27) acres in the CAC and shall be located on the Property. The remainder of the Property (a minimum of 14.54 acres along the eastern boundary of the Property) shall be devoted to uses that are existing Permitted Uses, but not for automobile dealerships. The portions of the Property to be devoted to automobile dealerships and exiting Permitted Uses are generally depicted on Exhibit B attached hereto and incorporated by this reference. Nothing in this Article I shall be construed to require DownsMore to develop the Property as one or more automobile dealerships, and nothing herein shall be deemed to prohibit development of the property for any Permitted Uses.

ARTICLE II

STREET IMPROVEMENTS

1. Country Farms Drive. The Town and DownsMore agree that Country Farms Drive shall be used solely for emergency response and evacuation purposes. Notwithstanding this limitation, the Town reserves the sole authority to manage the use of Country Farms Drive in accordance with its police powers.

2. Interim Southern Access.

2.1 Subject to the Colorado Department of Transportation (“CDOT”) approval of a relocation of the current access from the Property to the I-25 Frontage Road (“Frontage Road”) as generally shown on Exhibit C, attached hereto and incorporated herein by this reference, the need for a southern access to the Property required in conjunction with its site plan development and subdivision approval shall be satisfied with the connection to the Frontage Road shown on Exhibit C.

2.2 It is anticipated that the Frontage Road in the future will be discontinued and, in event that this occurs prior to the development of DownsMore’s real property abutting and immediately to the south of the Property (identified in the Larimer County Assessor’s records as Parcel No. 86220-00-004), DownsMore agrees that the permanent southern access requirements described in Section 3 below shall thereupon apply.

3. Permanent Southern Access.

3.1 At such time as the Frontage Road is discontinued or in conjunction with site plan development and subdivision approval for the Property, whichever occurs first, [Note:

The following language is Ian's Alternative Language from below as revised by Lucia.]Downsmore shall bear the full cost of a competent traffic impact study ("Traffic Study"), the purpose of which shall be to assist the parties in ascertaining the nature and extent of required roadway improvements necessary to address anticipated traffic impacts associated with Downsmore's plans for development of the Property. The recommendations of the Traffic Study will provide the parties with information needed to determine the roadway improvements which shall be designed and constructed by Downsmore at its sole expense (unless already constructed by others), which roadway improvements shall extend from the current terminus of Westgate Drive south to Larimer County Road 30 (the "Westgate Extension). ~~then~~ The Westgate Extension could potentially further extend east to Fairgrounds Avenue ("Westgate Extension") depending upon third party and Town contributions and the results of the Traffic Study. Consistent with its adopted land use and municipal code regulations, ~~The~~ Town shall have the right to review, comment and incorporate its comments into the final determination of roadway improvements to be constructed by Downsmore under this Article.

3.2 Downsmore shall be entitled to all reimbursements and/or credits permitted under the Town's land use or municipal code provisions in connection with any off-site and oversized street improvements it designs and constructs.

~~1. In conjunction with site plan development and subdivision approval for the Property, Downsmore shall bear the full cost of design and construction of a [street classification] from the current terminus of Westgate Drive south to Larimer County Road 30, then east to the intersection of Larimer County Road 30 and Fairgrounds Avenue ("Westgate Extension").~~

ALTERNATE LANGUAGE: ~~In conjunction with site plan development approval for the Property, Downsmore shall bear the full cost of a competent traffic impact study ("Traffic Study"), the purpose of which shall be to assist the parties in ascertaining the nature and extent of required roadway improvements necessary to address anticipated traffic impacts associated with Downsmore's plans for development of the Property. The recommendations of the Traffic Study will provide the parties with information needed to determine the roadway improvements which shall be designed and constructed by Downsmore at its sole expense, which roadway improvements shall extend from the current terminus of Westgate Drive south to Larimer County Road 30, then east to Fairgrounds Avenue ("Westgate Extension"). The Town shall have the right to review, comment and incorporate its comments into the final determination of roadway improvements to be constructed by Downsmore under this Article.~~

~~2. The Westgate Extension shall serve as a public street serving traffic traveling to, from and within the Property. Upon completion of the Westgate Extension, Country Farms Drive shall be used solely for emergency response and evacuation purposes.~~

~~3. Nothing herein shall prevent contribution or reimbursement by the Town or third parties who may derive a benefit from the Westgate Extension. It is understood, however, that~~

~~Downsmore shall bear the entire initial cost of design and construction of the Westgate Extension, subject to contribution or reimbursement from the Town or others.~~

ARTICLE III

FUTURE TRANSIT FACILITY

1. DownsMore has identified an area on the Property on which a potential, future transit facility (“Potential Future Transit Facility”) could be located, as depicted on Exhibit D attached hereto and incorporated herein by this reference. Upon mutual agreement of the Parties, the Potential Future Transit Facility may be relocated on the Property.
2. Nothing in this Article shall be deemed a dedication or reservation of any land area for the Potential Future Transit Facility, nor shall it preclude DownsMore from use of the property identified on Exhibit D. The purpose for identification of the Potential Future Transit Facility location is to assure that vertical development of the Property does not prevent or impair the establishment of a facility available to the public in which mass transit services may occur at such time as funding and land acquisition takes place.
3. Nothing in this Article shall be construed as a waiver by DownsMore of its right to reasonable compensation as provided by law, should the Town or any governmental entity acquire any portion of the Property for any public purpose in the future.
4. Nothing in this Article prevents the Town from deciding in the future that there will not be a Potential Future Transit Facility within the CAC, or that it will be located outside of the Property. Upon any such determination, the provisions of the Article III shall be null and void and of no further force or effect.
5. The provisions of this Article III are contingent upon the City providing, no later than August 1, 2016, written assurance to the Town in form satisfactory to the Town, that the City, upon annexation of property on the west side of the Interchange, will require substantially the same amount of property to be identified for a potential, future transit facility, as described in this Article III, on the west side of the Interstate I-25/State Highway 392 Interchange. In the event such assurance is not received by the Town by such date, the provisions of this Article shall thereupon be null and void and of no further force or effect.

ARTICLE IV

MISCELLANEOUS

1. This Agreement is contingent upon approval by the Town and City of an amendment of the IGA and Amended IGA to allow the sale and lease of new and used automobiles, automobile service, and the sale of related goods as uses by right in the CAC, subject to the restrictions set forth herein, and subject to the adoption by the Town of enhanced CAC design standards in substantially the form set forth on Exhibit E attached hereto and

incorporated herein by this reference, with such approvals to be given no later than August 1, 2016.

2. The terms of this Agreement shall be deemed a covenant running with the land. All future owners of the Property shall be bound by these terms.
3. The terms of this Agreement, to the extent they apply to future activity within the Property, shall be incorporated into any Site Plan Development Agreement negotiated in association with site planning of the Property.
4. There are no third party beneficiaries intended under this Agreement. This Agreement shall be enforceable only by the signatories hereto.
5. This Agreement contains the entire understanding of the parties with respect to its subject matter. There are no enforceable terms, promises, representations or undertakings between the parties, except as set forth herein, with respect to its subject matter.
6. In the event that either party initiates litigation to enforce or interpret the terms of this Agreement, each party shall bear its own costs of suit, including attorney fees.
7. This Agreement shall be construed in accordance with Colorado law. Venue for any disputes arising out of this Agreement shall exclusively lie in the state courts of Colorado, sitting in the County of Larimer.
8. All notices required to be issued in writing herein shall be mailed by United States Postal Service certified mail, return receipt requested, postage pre-paid and addressed as follows:

To the Town:
Town Manager
301 Walnut Street
Windsor, CO 80550

To DownsMore:
William D. Moreland
1655 E. Layton Drive
Englewood, CO 80113

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

THE TOWN OF WINDSOR, a Colorado home rule
municipal corporation

By: _____
Mayor

ATTEST:

Patti Garcia, Town Clerk

DOWNSMORE LLC, a Colorado
limited liability company

By: _____

Printed Name: _____

Title: _____

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Exhibit A

PARCEL 1:

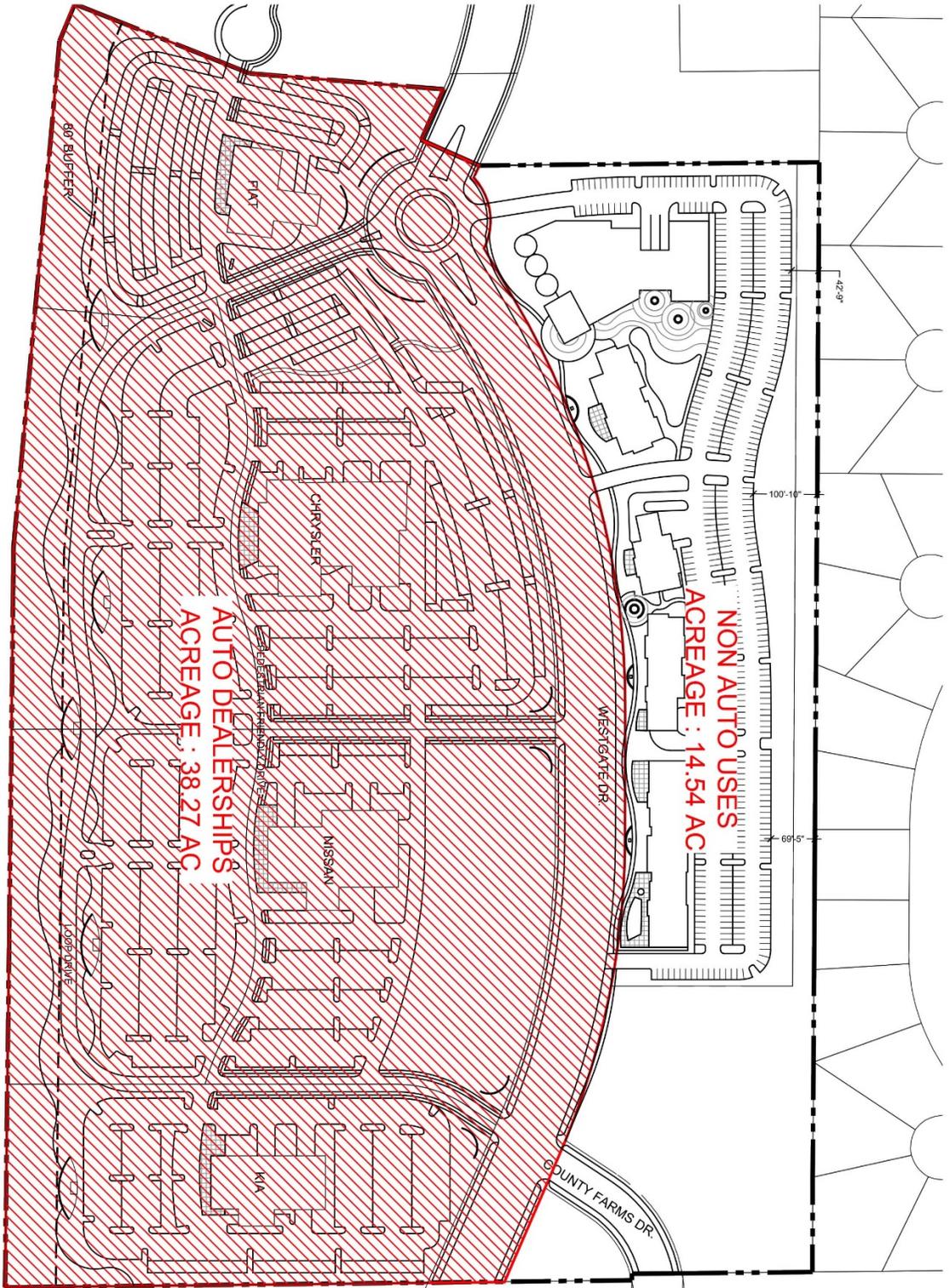
Lot 2, Westgate Commercial Center Subdivision Third Filing,
Town of Windsor,
County of Larimer, State of Colorado

PARCEL 2:

All that portion of the West ½ of the NE ¼ of Section 22, Township 6
North, Range 68 West of the 6th P.M., lying South of the South lines of the
properties described in Deeds recorded December 30, 1968 in Book 1400 at
Page 250 and recorded March 18, 1970 in Book 1429 at Page 28,
EXCEPT that portion conveyed to Department of Highways, State of
Colorado in Deed recorded December 6, 1963 in Book 1229 at Page 589,
County of Larimer, State of Colorado

DRAFT

Exhibit B



1-25

Exhibit C



Exhibit D



Exhibit E

[insert copy of Enhanced CAC Design Standards]

DRAFT

AGREEMENT IN ANTICIPATION OF DEVELOPMENT

THIS AGREEMENT IN ANTICIPATION OF DEVELOPMENT (“Agreement”) is entered into this ____ day of April, 2016, between THE TOWN OF WINDSOR, a Colorado home rule municipal corporation (“Town”), and WINDSOR INVESTMENTS, LLC, and JBT ASSOCIATES, LLC, each being Colorado limited liability companies (“Owner”). The parties to this Agreement may be referred to individually in the singular, and collectively in the plural as “Party” or “Parties”.

RECITALS

WHEREAS, Owner is the owner of certain real property, the legal description for which is [reproduce legal here or refer to an exhibit] (“Property”); and

WHEREAS, Owner proposes to develop a portion of the Property for residential use, including some component of single-family detached residences; and

WHEREAS, the Property is located in the Corridor Activity Center (“CAC”) created by that certain Intergovernmental Agreement Pertaining to the Development of the Interstate I-25/State Highway 392 Interchange between the City of Fort Collins (“City”) and the Town dated January 3, 2011, and as later amended by the First Amended Intergovernmental Agreement Pertaining to the Development of the I-25/State Highway 392 Interchange dated November 27, 2012 (“Amended IGA”); and

WHEREAS, the IGA incorporated a list of land uses permitted in the CAC (“Permitted Uses”), which the parties thereto agree did not intend single-family detached residential uses; and

WHEREAS, Owner disputes the Town’s and the City’s expression of intent with respect to the inclusion of single-family detached residential uses permitted in the CAC; and

WHEREAS, both the IGA and the Amended IGA allowed the amendment of the Permitted Uses only with the written consent or agreement of both the City and the Town; and

WHEREAS, the City and the Town have discussed potential amendment of the Permitted Uses, and the Town is prepared to tender to the City a formal offer under which the IGA and Amended IGA may be further amended to expressly allow single-family detached residential uses in the CAC; and

WHEREAS, in order for the Town to undertake further amendment of the IGA, Amended IGA and various provisions of the *Windsor Municipal Code* necessary to implement the said further amendments, the Town requires certain assurances from Owner; and

WHEREAS, although the Owner disagrees that an amendment of the IGA, the Amended IGA and various provision of the *Windsor Municipal Code* are necessary, Owner desires to give the Town certain assurances to facilitate Owner’s plans for the Property; and

WHEREAS, by the terms set forth herein, the Parties wish to set forth their understandings with respect to certain aspects of development of the Property.

NOW, THEREFORE, and in recognition of the foregoing Recitals, the Parties agree as follows:

ARTICLE I

MAXIMUM AREA FOR SINGLE-FAMILY RESIDENTIAL USES

1. Owner agrees that, with respect to the Property, the maximum aggregate acreage devoted to single-family detached residential uses shall be fixed at [maximum acreage in text] [(number of acres in Arabic numerals)] acres.

Consider adding a reference to a building envelope, if Owner is willing

2. The maximum aggregate acreage referred to in Section 1 of this Article shall include the total gross square footage of every lot or tract of land upon which single-family detached residential housing is or shall be constructed.
3. The limitations on single-family detached residential uses set forth above will be referred to the Windsor Town Board for incorporation into the *Windsor Municipal Code*, final adoption of which shall occur before August 1, 2016.

ARTICLE II

MISCELLANEOUS

1. The terms of this Agreement shall be deemed a covenant running with the land. All future owners of the Property shall be bound by these terms.
2. The terms of this Agreement, to the extent they apply to future activity within the Property, shall be incorporated into any Site Plan Development Agreement negotiated in association with site planning of the Property.
3. There are no third party beneficiaries intended under this Agreement. This Agreement shall be enforceable only by the signatories hereto.
4. This Agreement contains the entire understanding of the parties with respect to its subject matter. There are no enforceable terms, promises, representations or undertakings between the parties, except as set forth herein, with respect to its subject matter.
5. In the event that either party initiates litigation to enforce or interpret the terms of this Agreement, each party shall bear its own costs of suit, including attorney fees.

6. This Agreement shall be construed in accordance with Colorado law. Venue for any disputes arising out of this Agreement shall exclusively lie in the state courts of Colorado, sitting in the County of Larimer.
7. All notices required to be issued in writing herein shall be mailed by United States Postal Service certified mail, return receipt requested, postage pre-paid and addressed as follows:

To the Town:
Town Manager
301 Walnut Street
Windsor, CO 80550

To Owner:
[recipient info here]

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date first set forth above.

[signature blanks]

DRAFT



FUTURE TOWN BOARD MEETINGS

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

April 4, 2016 6:00 p.m.	Town Board Work Session I-25/392 CAC Design Standards and IGA – Public Comment
April 11, 2016 5:30 p.m./1 st floor conference room	Board/Manager/Attorney Monthly Meeting
April 11, 2016 7:00 p.m.	Town Board Meeting
April 18, 2016 7:00 p.m.	Town Board Special Meeting Swearing in of Mayor and Town Board Members for Districts 1, 3 & 5
April 25, 2016 6:00 p.m.	Town Board Work Session Hazardous Mitigation discussion
April 25, 2016 7:00 p.m.	Town Board Meeting
May 2, 2016 6:00 p.m.	Town Board Work Session
May 9, 2016 5:30 p.m./1 st floor conference room	Board/Manager/Attorney Monthly Meeting
May 9, 2016 7:00 p.m.	Town Board Meeting Kern Board Meeting
May 16, 2016 6:00 p.m.	Town Board Work Session Joint meeting with the Library, Fire and School Districts
May 23, 2016 6:00 p.m.	Town Board Work Session
May 23, 2016 7:00 p.m.	Town Board Meeting
May 30, 2016	Fifth Monday & Memorial Day
June 6, 2016 6:00 p.m.	Town Board Work Session
June 13, 2016 5:30 p.m./1 st floor conference room	Board/Manager/Attorney Monthly Meeting
June 13, 2016 7:00 p.m.	Town Board Meeting

June 20, 2016 Town Board Work Session
6:00 p.m.

June 27, 2016 Town Board Work Session
6:00 p.m.

June 27, 2016 Town Board Meeting
7:00 p.m.

Additional Events

May 11, 2016 Northern Colorado Leadership Summit at The Ranch
May 12-13, 2016 Strategic Planning
June 21-24, 2016 Colorado Municipal League Annual Conference

Future Work Session Topics

Water Rights Dedication Policy
Broadband discussion – session at CML Annual Conference