



TOWN BOARD WORK SESSION

April 13, 2020 - 4:00 PM

Zoom Meeting, Click on the link <https://windsorgov.zoom.us/j/967323879> OR by join by telephone at (888) 788-0099 or (877) 853-5247 - Webinar ID: 967 323 879

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. IGA with Town of Severance
2. RainDance Golf Cart Use Discussion
3. Parking Ordinance

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.



MEMORANDUM

Date: April 13, 2020
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From: Aaron Lopes, Commander
Re: Severance IGA
Item #: 1.

Background / Discussion:

Severance Police Department is in great need of training and staff development has asked for the Windsor Police Department to supplement their patrol staffing while their officers attends various training sessions over a to-be-determined period of time in the near future. Assistance will only be offered if available and after the Town's patrol needs are being met. Severance Interim Police Chief Russell Reed has already presented this to the Severance Town Board and it has been approved.

Financial Impact:

There is no cost to the Town of Windsor in this agreement. Via grant funds applied for by Severance, the Town will be reimbursed for officer salary and mileage by the State of Colorado.

Relationship to Strategic Plan:

Building relationships, partnerships, and cooperation with surrounding jurisdictions.

Recommendation:

This IGA has been composed in partnership with Assistant Town Attorney, Kim Emil and meets all general guidelines for similar agreements. I recommend approval and endorsement of this IGA.

ATTACHMENTS:

- ▢ Cover Memo
- ▢ Resolution
- ▢ Windsor-Severance IGA



MEMORANDUM

Date: March 17, 2020
To: Mayor Melendez and Members of the Town Board
From: Aaron Lopez, Commander, Windsor Police Department
Re: IGA with Town of Severance
Item #: 2020-xx

Background / Discussion

Severance Police Department is in great need of training and staff development has asked for the Windsor Police Department to supplement their patrol staffing while their officers attends various training sessions over a to-be-determined period of time in the near future. Assistance will only be offered if available and after the Town's patrol needs are being met. Severance Interim Police Chief Russell Reed has already presented this to the Severance Town Board and it has been approved.

Financial Impact

There is no cost to the Town of Windsor in this agreement. Via grant funds applied for by Severance, the Town will be reimbursed for officer salary and mileage by the State of Colorado.

Relationship to Strategic Plan

Building relationships, partnerships, and cooperation with surrounding jurisdictions.

Recommendation

This IGA has been composed in partnership with Assistant Town Attorney, Kim Emil and meets all general guidelines for similar agreements. I recommend approval and endorsement of this IGA.

Attachments

1. Resolution
2. Intergovernmental Agreement (IGA)

TOWN OF WINDSOR

RESOLUTION NO. 2020-[XX]

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF SEVERANCE REGARDING VICTIMS ASSISTANCE SERVICES

WHEREAS, the Town of Windsor (“Windsor”) is a Colorado home rule municipality; and the Town of Severance (“Severance”) is a Colorado statutory town, each with all powers and authority provided by Colorado law; and

WHEREAS, Windsor has a long history of cooperative relations with its municipal neighbors, including Severance; and

WHEREAS, pursuant to *Colorado Revised Statute (“CRS”) §29-1-203*, governments may cooperate or contract with one another to provide function, service or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, Severance is authorized by statute to establish and regulate a police department, to enforce laws and ordinances within its corporate boundaries, pursuant to *CRS 31-15-401*; and

WHEREAS, Severance has obtained a grant through the Colorado Peace Officer Standards and Training (“POST”) board to aid in providing effective law enforcement services; and

WHEREAS, Severance desires that Windsor supply this additional support for law enforcement on an as-needed and agreed upon basis; and

WHEREAS, Windsor, because of its proximity to Severance, is willing to render such additional service and law enforcement support on the terms and conditions set forth in the attached Intergovernmental Agreement for Law Enforcement Services, and incorporated herein by reference; and

WHEREAS, the Town Board finds it is in the best interests of Windsor to cooperate with and assist Severance in their law enforcement needs.

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

1. The Intergovernmental Agreement for Law Enforcement Services is attached and incorporated into this Resolution.
2. The Intergovernmental Agreement for Law Enforcement Services is approved.

3. The Mayor is authorized to sign the Intergovernmental Agreement for Law Enforcement Services.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 13th day of April, 2020.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk

**INTERGOVERNMENTAL AGREEMENT FOR
LAW ENFORCEMENT SERVICES**

This Intergovernmental Agreement "Agreement" is made this ____ day of _____, 2020, between the Town of Windsor, Colorado, (hereinafter "Windsor"), a Colorado home rule municipal corporation, on behalf of the Windsor Police Department, with a principal place of business located at 200 N. 11th Street, Windsor, CO 80550, and the Town of Severance, a Colorado statutory town with a principal place of business at 3rd S. Timber Ridge Parkway, Severance, Colorado, 80550, (hereinafter "Severance") on behalf of the Severance Police Department.

WHEREAS, pursuant to Colorado Revised Statute §29-1-203, governments may cooperate or contract with one another to provide function, service or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, Severance is authorized by statute to, among other things, regulate the police of the municipality and pass and enforce all necessary police ordinances, and to, among other things, regulate the streets, to prevent and suppress riots, routs, affrays, noises, disturbances, disorderly assemblies in any public or private place, and to prevent fighting and all disorderly conduct within the boundaries of Severance, pursuant to Section 31-15-401, C.R.S., and

WHEREAS, Severance desires that Windsor provide additional support for law enforcement on an as-needed and agreed upon basis; and

WHEREAS, Windsor, because of its proximity to Severance, is willing to render such additional service and law enforcement protection on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by and between the parties, the parties hereby agree as follows:

WINDSOR RESPONSIBILITIES:

- 1. Services to be provided by Windsor.** Subject to the financial and time limits the services to be provided by Windsor shall be as follows:
 - a. Patrol Services. Windsor will respond to emergencies and calls concerning all types of crimes or alleged crimes within Severance which are dispatched to the Windsor for response and require the immediate response by law enforcement personnel. Patrol services also include time incurred by Windsor police officers for appearances or testimony required by Severance for any Municipal Court proceeding. Windsor shall provide to Severance patrol services according to a regular schedule mutually established by both parties. However, Windsor retains ultimate authority to reassign, at any time, any Windsor personnel performing patrol service to law enforcement needs elsewhere throughout Windsor. Severance shall be responsible for payment for any Patrol Services thus rendered, pursuant to the terms of this Agreement.

- b. Exceptions to Service. Windsor shall not impound, contain, or transport animals-at-large, enforce animal-at-large ordinances of Severance, or collect trash dumped or deposited in violation of Severance Ordinances in the absence of a separate written agreement for such services.

2. Labor and Equipment. Windsor shall furnish and supply all labor, supervision, training, equipment, communications facilities for dispatch, and all supplies necessary for the provision of the additional level of law enforcement services to Severance as set forth in this Agreement. Severance shall not be liable for the direct payment of salaries, wages, or other compensation to Windsor personnel performing the services on behalf of the Windsor. Windsor shall provide the necessary workers' compensation coverage and unemployment compensation coverage for Windsor's employees who are designated to fulfill the terms of this Agreement. In addition, Windsor is responsible to pay the Federal and State Income Tax withholdings for all Windsor employees designated to fulfill the terms of this Agreement. The standards and procedures for performance of the terms of this Agreement, the discipline of Windsor's officers fulfilling the terms of this Agreement, and other matters incidental to the performance of the terms of this Agreement, shall at all times remain exclusively vested in Windsor, and not in Severance, its officers and agents. Generally, performance standards, procedures, and discipline for those officers performing the terms of this Agreement shall be consistent with the performance standards, procedures, and discipline required of Windsor police officers.

3. Availability of Police Representative. Upon request of the Severance Town Board ("Town Board"), a Windsor Police Representative shall appear before the Town Board on no more than one (1) occasion per month for purposes of administering this Agreement. Appearances by the Windsor Police Representative in excess of this one (1) appearance per month shall be assessed to Severance as hourly service at the agreed upon hourly rates.

4. Windsor Contact Person. The Windsor Police Representative shall act as the Windsor Contact Person for purposes of the administration of this Agreement. Until further notice is received, the Windsor Contact Person shall be Commander Aaron Lopez, Windsor Police Department, 200 N. 11th Street, Windsor, CO 80550, 970-674-6400. Any change in the Windsor Contact Person shall be effective upon ten (10) days advance written notice to the Severance Agreement Monitor. The Windsor Contact Person and the Severance Agreement Monitor shall work toward the common purpose of enhancing the effectiveness of law enforcement in the Town. It is understood that the Windsor Contact Person shall forward all concerns in relation to this Agreement to Severance. The Severance Agreement Monitor shall make all reasonable efforts to respond to such concerns and to take prompt action to address such concerns.

SEVERANCE RESPONSIBILITIES:

5. Severance Agreement Monitor. In order to administer this Agreement effectively, Severance shall designate an Agreement Monitor, Interim Chief Russell Severance Police Chief, 3 Timber Ridge Pkwy, Severance, CO 80550, (970) 685-9708. Any change in the Severance Agreement Monitor shall be effective upon ten (10) days advance written notice to the Windsor Contact Person. The Severance Agreement Monitor

and the Windsor Contact Person shall work toward the common purpose of enhancing the effectiveness of law enforcement services in Severance. The Severance Agreement Monitor shall forward all complaints or concerns from Severance in relation to this Agreement to the Windsor Contact Person. The Windsor Contact Person shall make all reasonable efforts to respond to complaints and/or concerns and to take prompt action to address the complaints and concerns.

TERMS OF CONTRACT:

6. Term. The term of this Agreement shall be for one year and shall commence upon February 1, 2020, (the “Effective Date”) and terminate on January 31, 2021, (the “Termination Date”).

7. Termination. Either Party to this Agreement may terminate its participation at any time upon thirty (30) days written notice to the other party. Severance shall be obligated to pay any and all outstanding invoices delivered to it for services performed by Windsor, regardless of whether notice of termination has been served.

8. Contract Amount. Except as otherwise provided in this Agreement, all Patrol Services rendered to Severance by Windsor pursuant to the terms of this Agreement shall be billed to Severance at the rate of \$50 per hour plus overtime expenses incurred by Windsor, if applicable. Severance, pursuant to a grant received from POST, shall submit the bill to the POST Small Agency Backfill program. POST will pay Windsor directly for all qualified services contemplated in the grant between POST and Severance, up to \$50/hour. Severance shall reimburse Windsor 100% of all additional costs not covered by the grant, incurred as a result of Windsor providing Patrol Services pursuant to this Agreement.

9. Court Appearances/Mandatory Appearances. Windsor shall be reimbursed by Severance for any required Court/Mandatory appearances by Windsor police officers. Each Municipal Court appearance by a Windsor police officer shall be billed at the minimum rate of two hours of police officer service time even if the appearance required less than two hours.

10. Billing Dates. Windsor shall provide a monthly itemized written billing statement to Severance.

11. Payment Dates. Severance hereby agrees to pay each statement within thirty (30) days following the month for which these services are billed. If payment from Severance is not received by the thirtieth (30th) day referenced above, Windsor may, in its discretion, terminate all service under this Agreement. Written notice of this immediate termination shall be provided by Windsor to Severance.

12. Appropriations. Pursuant to law, this Agreement is subject to adequate appropriation by Severance and Windsor in any given fiscal year. Should adequate funds not be appropriated in any fiscal year to maintain payments under the terms and conditions of this Agreement, the parties agree that the Agreement shall immediately terminate.

13. Amendments. This Agreement may only be amended or modified in writing and with the written consent of the Parties hereto.

14. Notices. Any notice provided for in this Agreement shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, postage prepaid, to the Severance Agreement Monitor or the Windsor Contact Person. Any notice so mailed and any notice served by personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification shall be used in all instances.

15. Responsibility for Legal Proceedings. Severance shall be responsible for defending itself, its officers, and employees in any civil action brought against Severance, its officers, and employees by any person claiming injury and damages as a result of the performance of this Agreement. Likewise, Windsor shall be responsible for defending itself, its officers, and employees in any civil action brought against Windsor, its officers, and employees by any person claiming injury and damages as a result of the performance of this Agreement. Neither party, its officers and employees, shall be deemed to assume any liability for intentional or negligent acts, errors or omissions of the other, or any officer or employee thereof, arising out of the performance of this Agreement.

16. Reservation of Immunity. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their town board members, directors, officers, employees and volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*; and further shall not be deemed as an assumption of any duty with respect to any non-party to this Agreement.

17. Binding. This Agreement shall be binding on the successors and assigns of each Party, except that no Party may assign any of its rights or obligations hereunder without the prior written consent of all other Parties.

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

19. Severability. In the event that any part, term or provision of this Agreement is found to be in violation or conflict with any federal or state law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with Colorado law. Venue shall lie solely in the County of Weld, Colorado.

21. Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same Agreement. Additionally, a copy of an executed original Agreement signed by a Party and transmitted by facsimile or electronic mail shall be deemed an original, and any Party is entitled to rely on the validity, authenticity, and authority of an original transmitted by facsimile or electronic mail.

22. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter of this transaction, whether oral or written. There are no representations or understandings of any kind not set forth herein.

The parties have executed this Agreement on the day and year first written above.

THE TOWN OF SEVERANCE, COLORADO

By: _____
Donald McLeod, Mayor

ATTEST:

By: _____
Michael Jenner, Town Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Greg Bell, Town Attorney

THE TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

By: _____
Krystal Eucker, Town Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Ian McCargar, Town Attorney



MEMORANDUM

Date: April 13, 2020
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From: Rick Klimek, Windsor Police Chief
Re: Approving Golf Cars within the RainDance community
Item #: 2.

CC:

Shane Hale

ATTACHMENTS:

- ▢ Petition
- ▢ Trail Map
- ▢ Proposed Resolution Approving



RainDance Community Association, Inc. and RainDance Metropolitan District ■ 1601 Pelican Lakes Pt #200 ■
Windsor CO 80550 ■ (970) 422-5080

February 19, 2020

Windsor Town Board
Town Hall Chambers
301 Walnut St.
Windsor, CO 80550

RE: Petition for Operations of Golf Cars within RainDance Community

To Whom It May Concern,

The RainDance Community Association, Inc. and RainDance Metropolitan District respectfully requests permission to authorize the residents of the RainDance community the privilege of operating Golf Cars in our outlined areas. (See attached map.)

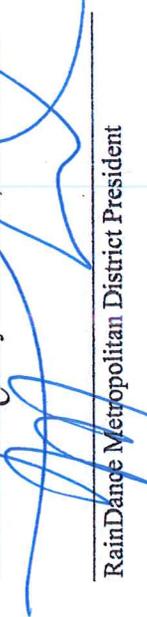
The Town of Windsor currently allows a Designation for the operation of Golf Cars within the RainDance Metropolitan District's sister community association, the Water Valley Master Association, and the goal is to connect both communities via the designation.

Windsor Police Chief, Rick Klimek, met with representatives of the RainDance Community Association, Inc. and RainDance Metropolitan District to summarize the requirements, rules and regulations as it pertains to the Model Traffic Code for Colorado. Chief Klimek advised that all golf cars transportation within the communities stated above need to adhere to Article VI, Chapter 8 (Sections 8-6-10 through 8-6-50) of the *Windsor Municipal Code*, as well as applicable Colorado Revised Statutes. RainDance Community Association, Inc. and RainDance Metropolitan District will allow for golf cars as defined in Article VI, Section 8-6-10 of the *Windsor Municipal Code* to comply with the rules and regulations for cars use at the future RainDance National Golf Club.

The RainDance Community Association, Inc. and RainDance Metropolitan District understands that the use of these vehicles is a privilege given to RainDance residents by the Windsor Town Board. The RainDance Community Association, Inc. and RainDance Metropolitan District will implement the requirements, rules and regulations as set forth by the Town of Windsor by internal enforcement within the RainDance Community as outlined by Article VI, Chapter 8 of the *Windsor Municipal Code*.

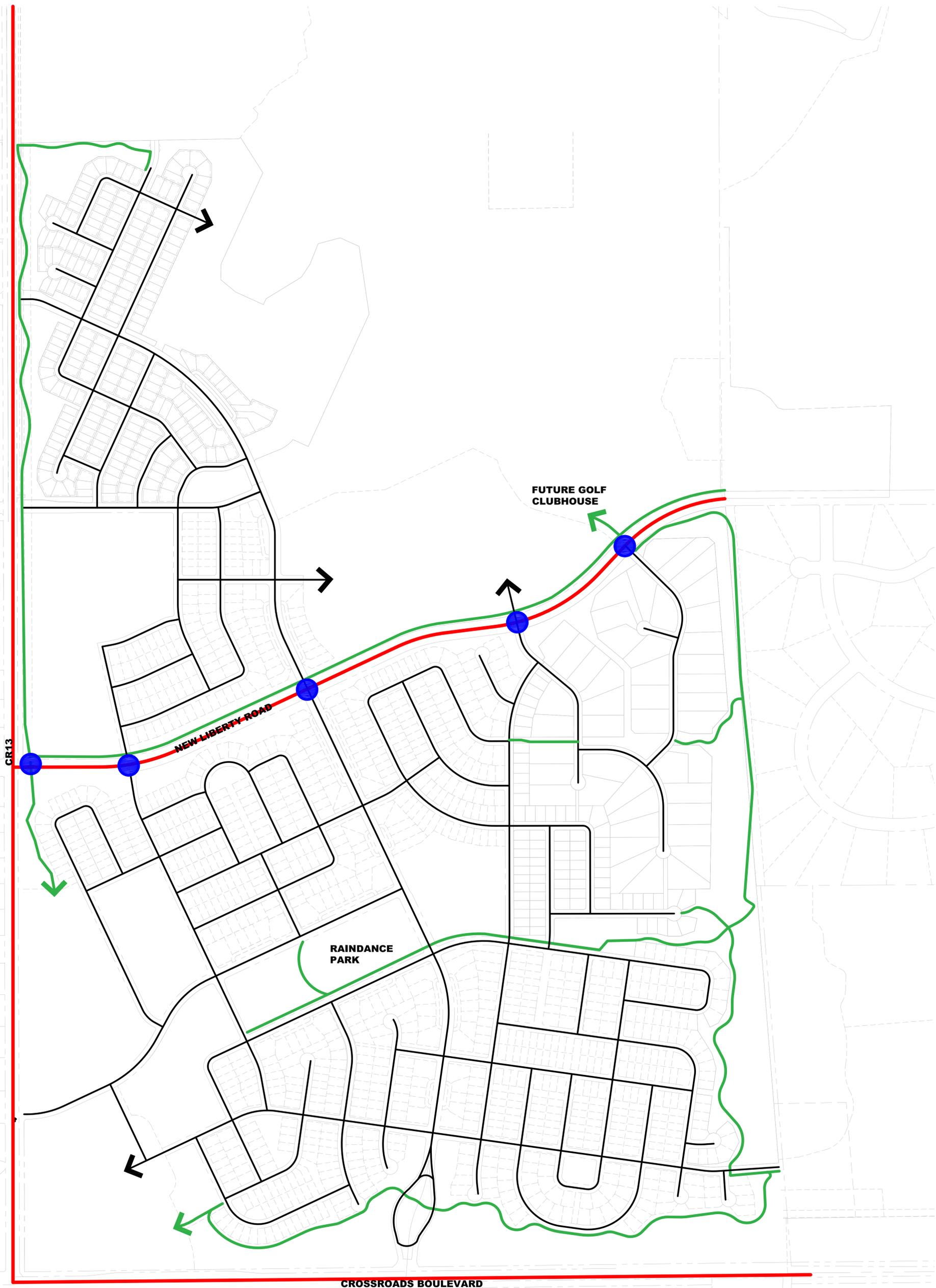
Sincerely,


RainDance Community Association, Inc. President


RainDance Metropolitan District President

RAINDANCE: COMMUNITY GOLF CART MAP

- Per State law, no golf cart can drive along roads marked 35 mph or faster.
- Carts must be operated as close to the right side of the road as possible.



LEGEND

- BLACK LINE INDICATES CITY STREET & CART PATH FRIENDLY ROAD.
- GREEN LINE INDICATES CART PATH FRIENDLY TRAIL.
- RED LINE INDICATES ROAD WHERE CARTS CANNOT DRIVE.

● BLUE CIRCLES INDICATE LOCATIONS WHERE CARTS MUST CROSS COLLECTOR ROADS.

(GOLF CART USAGE IS SUBJECT TO WINDSOR TOWN BOARD PERMIT REQUIREMENTS.)

TOWN OF WINDSOR

RESOLUTION NO. 2020 -

A RESOLUTION APPROVING A PERMIT PURSUANT TO CHAPTER 8, ARTICLE VI OF THE *WINDSOR MUNICIPAL CODE* FOR THE PURPOSE OF ALLOWING THE USE OF GOLF CARS ON PUBLIC ROADWAYS WITHIN THE NEIGHBORHOODS KNOWN AS “RAINDANCE”.

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

WHEREAS, in 2009, the Town Board adopted an amendment to the *Windsor Municipal Code*, later codified at Chapter 8, Article VI, with respect to the operation of golf cars on public roadways (“Golf Car Code”); and

WHEREAS, the Golf Car Code contains various requirements for Town Board review and approval of neighborhood requests for permission to operate golf cars on public roadways; and

WHEREAS, except as approved by the Town Board, the Golf Car Code makes it clear that operation of golf cars on public streets is prohibited; and

WHEREAS, permission for the operation of golf cars on public roadways has already been provided for areas within the Water Valley Master Association, in Water Valley North, Water Valley South, and Pelican Hills (Hilltop Estates), and South Hill (Frye Farm and Pelican Farms) through expansion and amendments to Resolution No. 2005-97 dated November 14, 2005, with respect to Neighborhood Electric Vehicles as then-defined under State law.

WHEREAS, the RainDance Community Association, Inc. (“Association”), jointly with the RainDance Metropolitan District has submitted a written request to the Town Board, seeking permission for the operation of golf cars on additional public roadways within a defined area, to include RainDance; and

WHEREAS, the Town’s Police Department has undertaken the necessary administrative reviews, and has made its recommendations to the Town Board in this regard; and

WHEREAS, the Town Board has undertaken the necessary legislative review, and has concluded that, subject to the limitations, conditions and restrictions set forth herein, the requested permit should be issued pursuant to the Golf Car Code; and

WHEREAS, the within Resolution is intended to promote the public health, safety and welfare.

NOW, THEREFORE, be it resolved by the Town Board for the Town of Windsor, Colorado, as follows:

1. The foregoing recitals are incorporated herein as if set forth fully.
2. Pursuant to Chapter 8, Article VI of the *Windsor Municipal Code*, the operation of golf cars* shall be lawful upon public roadways within the geographical area depicted upon the attached Exhibit A (“Permit Area”) for the areas inclusive within the RainDance Metropolitan District, and the RainDance Community Association, Inc.
3. The following conditions shall apply to the operation of golf cars within the Permit Area:
 - a. No golf car shall be operated by any person under the age of sixteen (16) years.
 - b. No golf car shall be operated by any person unless such person holds valid driving privileges pursuant to Title 42, C.R.S., or the equivalent under the law of any other jurisdiction within the United States.
 - c. No golf car shall be operated upon any sidewalk, pedestrian trail or recreational facility within the Town, whether or not such trail or recreational facility is operated under authority of the Town, unless the sidewalk, trail or recreational facility is posted as a designated golf car path. No golf cars shall be allowed on the Poudre River Trail.
 - d. Golf cars shall not be operated upon any roadway with a speed limit greater than 35 mph; and shall not be operated on any portion of 7th Street, Colorado Boulevard, Colorado State Highway 392 or Colorado State Highway 257. Golf cars shall only cross such roadways where golf car crossings are permitted, and posted as set forth in Section 4 below.
 - e. The operator of a golf car must obey all traffic and parking regulations otherwise applicable to motor vehicles.
 - f. No golf car shall be operated between sunset and sunrise or at any other time when, due to insufficient light or unfavorable atmospheric conditions, persons and vehicles on the highway are not clearly discernible at a distance of one thousand (1,000) feet ahead, unless such golf car is equipped and illuminated with head lamps, tail lamps, stop lamps and turn signals as required under Title 42, Article 4, Part 2, C.R.S.
 - g. Golf cars shall be operated as close to the right side of the roadway as practicable, exercising due care when approaching, overtaking or passing a

* As defined in Chapter 8, Article VI of the *Windsor Municipal Code*

standing vehicle or one proceeding in the same direction or when approaching, overtaking or passing a pedestrian or bicyclist.

4. In addition to the operation-specific conditions set forth above, the permissions granted under this Resolution shall be expressly conditioned upon the posting of signage within the Permit Area, the cost of which shall be borne solely by the Association, which signage shall comply with the following requirements:
 - a. At each roadway intersection through which vehicular traffic may exit the Permit Area, a sign having a reflective surface area of no less than twenty-four by twenty-four inches (“24 X 24”) shall face the exiting traffic lane, shall contain the universal symbol prohibiting golf cars, and shall either contain the phrase, “NO GOLF CARS BEYOND THIS POINT”, or shall separately contain such phrase elsewhere upon the same sign post; and
 - b. Within fifty feet of each roadway intersection, a sign having a reflective surface of not less than twenty-four by twenty-four inches (“24 X 24”) shall face approaching traffic, and shall contain a depiction of a golf car, and shall either contain the phrase, “GOLF CARS ON ROADWAY”, or shall separately contain such phrase elsewhere upon the same sign post.
 - c. At every crossing of any State Highway or roadway posted at a speed limited greater than 35 mph, a sign having a reflective surface of not less than twenty-four by twenty-four inches (“24 X 24”) shall face approaching traffic, and shall contain a depiction of a golf car, and shall either contain the phrase, “GOLF CARS CROSSING”, or shall separately contain such phrase elsewhere upon the same sign post.
 - d. Until such time as a crossing has been authorized by official Town Board action at any State Highway or roadway posted at a speed limited greater than 35 mph, signs, meeting the requirements stated above in “c”, shall be clearly posted stating “NO GOLF CARS CROSSING”, with a depiction of the universal symbol prohibiting golf cars, shall be posted at any area where a golf car may try to cross.
5. In addition to the foregoing requirements and limitations, the Association shall distribute a complete copy of the within Resolution by United States Mail, First Class postage pre-paid, to each of its members. The Association shall also distribute the attached Notification to any of its membership for which electronic mail addresses are maintained by the Association.
6. The Golf Car privileges granted herein are revocable if, in the sole discretion of the Windsor Town Board, the safety of the public cannot be assured.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 13th day of April, 2020.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk



MEMORANDUM

Date: April 13, 2020
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From: Rick Klimek, Chief of Police
Re: Parking Ordinance
Item #: 3.

Background / Discussion:

A citizen has requested extending the period of time that RVs and certain camping trailers can be parked on a public street. Currently the period of time is four non-consecutive twenty-four hour periods per month.

The request was for 48 hours or 72 hours.

Financial Impact:

None

Relationship to Strategic Plan:

A livable community.

ATTACHMENTS:

- PARKING POWERPOINT



Parking Ordinance

Sec. 8-2-10

The current ordinance states: Motor homes exceeding twenty-two (22) feet in overall length, boats, trailer coaches and trailers, when engaged in loading, unloading or related activities for a time period not exceeding twenty-four (24) hours, with a maximum of four (4) such twenty-four-hour periods in any calendar month.





A request to change the time period from a maximum of (4) twenty-four (24) hour periods to a maximum of four (4) forty-eight (48) periods in a calendar month has been suggested.





Current enforcement protocol

- Officers log any camper/RV/trailer which appears to have been parked and is not actively being used.
- Twenty-four hours later, officers respond and usually place a warning on the vehicle if it is still parked, unless the owner is a frequent violator, in which case a citation may be served.
- After the warning, officers return twenty four hours later and cite if the vehicle has not moved.
 - When a citation is issued, vehicles in most cases have occupied the street for 48-72 hours or longer,



- There far fewer request from citizens wishing to extend the amount of time they can legally park a camper opposed to complaints of campers being parking too long
- Most complaints that the WPD receives are regarding campers parked on Town of Windsor Streets longer than twenty-four hours.





- Changing from (24) twenty-four-hour period to (48) forty-eight-hour period would increase the number of complaints the department receives
- There is limited parking in many areas already that results in conflicts with neighbors.
- Newer neighborhoods have HOA restrictions in place



PROS to changing to a (48) forty-eight consecutive hour limit vs. (24) twenty-four hour:

1. Residents could park campers/trailers/ RV's on the street for a longer period of time without fear of an ordinance violation.



CONS to changing to a (48) forty-eight consecutive hour limit vs. (24) twenty-four hour:

1. Camper/RV's and trailers complaints are already one of the most frequent complaints our department receives. Increasing the time period may create additional conflicts
2. Many complaints regarding campers/RV's/trailers come from the community. Anonymous complaints can lead to parking issues lasting longer than the forty-eight hours.



Cons

3. The parking ordinance regarding trailers/campers/RV's is already one of the most confusing ordinances for citizens to understand.
4. Potential of increased congested parking in residential areas, especially cul-de-sacs.





Campers Currently Not in Violation





Campers Currently Not in Violation





Recommendation

We would recommend not making changes to allow more time for camp trailers/Rv's to be parked on the Town of Windsor streets.

- We currently work with residents when they make a request for an extended parking time.

Consider simplifying the ordinance to restrict all trailer parking on streets for extended periods of time.

- Street parking already causes conflict with neighbors





Questions?

