

Intergovernmental Agreement

For Growth Management

**City of Loveland, Colorado
and
Larimer County, Colorado**

**Approved
January 12, 2004**

**Intergovernmental Agreement
for Growth Management
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INTERGOVERNMENTAL AGREEMENT For Growth Management

This Agreement ("Agreement" or "IGA"), executed this 12th day of January, 2004, by and between LARIMER COUNTY, COLORADO, a body politic organized under and existing by virtue of the laws of the State of Colorado, hereinafter referred to as the "County" or "Larimer County" and the CITY OF LOVELAND, COLORADO, a Colorado home rule municipality, hereinafter referred to as the "City" or "Loveland." The County and the City are collectively referred to as the "Parties."

WHEREAS, the Parties have determined that it is in their mutual best interests to preserve the unique identities of communities in the northern Colorado region; and

WHEREAS, maintaining and enhancing areas of urban development in a thoughtful and deliberate way involves cooperation in land use and transportation planning, implementation of growth management policies, and the identification and preservation of open lands and natural areas; and

WHEREAS, concentrating urban development in areas designated for such development affords greater efficiency in the delivery of such services as electrical power, water, storm water, sanitary sewage disposal systems, transportation, fire and police protection and other services, and also affords a measure of predictability to landowners and residents concerning where services will, in the future, be provided and urban development will be permitted; and

WHEREAS, communication among local jurisdictions, special districts, property owners and other interested Parties is essential to accomplishing these ends; and

WHEREAS, the purposes of this Intergovernmental Agreement are to:

- Implement the Larimer County Master Plan and Loveland Comprehensive Plan;
- Establish effective means of joint planning and management of urbanization within the unincorporated portion of Larimer County in the vicinity of the City of Loveland;
- Establish rules for referral of development applications for consideration of annexation, for comment, and to determine development applications that will be subject to supplementary regulations adopted for the Loveland GMA Overlay Zone District;
- Assure that urban development occurs only as urban level facilities and services are able to be provided to such development;
- Assure land eligible for annexation to the City of Loveland is annexed to the City prior to development;
- Assure urban development that occurs in the unincorporated portion of Larimer County in the vicinity of the City of Loveland is annexed to the City as soon as possible;
- Provide an effective means for the appropriate maintenance of public improvements intended to serve urban development;
- Discourage annexation conflicts between Loveland and other municipalities; and
- Prevent development within the jurisdiction of one party from negatively impacting infrastructure in the other Party's jurisdiction, and provide for mitigation of such impacts when they occur; and

WHEREAS, pursuant to State law, local jurisdictions are authorized to: regulate the location of activities and developments; phase development of services and facilities; regulate development on the basis of its impact on the community or surrounding areas; plan for and regulate the use of land so as to provide for planned and orderly use of land and protection of the environment; and to cooperate or contract with other units of government for the purpose of planning and regulating the development of land, including but not limited to, the joint exercise of planning, zoning, subdivision, building; and related regulations and annexation of property, all in a manner consistent with constitutional rights and statutory procedures; and

WHEREAS, planning and regulation of land use within the northern Colorado region is the responsibility of individual local jurisdictions; and

WHEREAS, any provisions in this Intergovernmental Agreement may be implemented only to the extent legally permitted by State Law.

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

1.0 Definitions

As used in the IGA, the following words and terms shall have the meanings set forth:

Annexation. Annexation means the incorporation of a land area into an existing municipality with a resulting change in the boundaries of that municipality.

Adequate Community Facilities (ACF). Standards for community facilities established to maintain a level of service, such as a level of service C or D for roads.

Adequate Public Facilities (APF). Standards for public facilities as established in the County Land Use Code.

Capital Expansion Fee (CEF). Fees charged to development and collected by the Parties to the agreement to fund the expansion of public capital facilities.

Growth Management Area (GMA). (As defined in Section 2.1 of this Agreement)

Cooperative Planning Area (CPA). (As defined in Section 2.2 of this Agreement)

Community Influence Area (CIA). (As defined in Section 2.3 of this Agreement.)

Growth Management Area Overlay Zone District. The overlay zoning district applied by Larimer County to municipal GMAs to implement the standards and requirements of Intergovernmental Agreements (Larimer County Land Use Code Chapter 4.2.1).

Larimer County Land Use Code. The code of regulations as adopted and amended by the Larimer County Board of County Commissioners pursuant to the authority of Title 30, Article 28 of the Colorado Revised Statutes to implement the Larimer County Master Plan, as amended, and the land use regulatory authority of Larimer County, Colorado.

Larimer County Master Plan. The official policy document, and all elements, functional components or sub-area components as adopted and as it may be amended by Larimer County, Colorado, pursuant to the authority of Title 30, Article 28 of the Colorado Revised Statutes that establishes the long-range framework for decision making for the unincorporated area of the County.

Loveland Comprehensive Plan. The City of Loveland 1994 Comprehensive Master Plan and all elements, functional components or sub-area components as adopted and as it may be amended by the City of Loveland, Colorado, pursuant to Title 31, Article 23 of the Colorado Revised Statutes and pursuant to the City's Charter and Code, all which provide

authority of the City to make and adopt a long-range master plan for the physical development of the City, including any areas outside its boundaries.

2.0 Description of Areas Addressed in Intergovernmental Agreement

The Intergovernmental Agreement addresses the Cooperative Planning Area (CPA), Community Influence Area (CIA), and the Growth Management Area (GMA). The sections below describe the application of this Agreement to these areas.

2.1 Growth Management Area (GMA)

The Growth Management Area is that area into which urban development and annexation shall be directed and within which urban level services to support urban development will be needed. Urban level services for the GMA are anticipated to be provided by the City of Loveland, the private sector, or a special district. The GMA includes land that is expected by the Parties to be annexed and developed within a timeframe as anticipated by the Loveland Comprehensive Plan. The Growth Management Area is that area of the County included in the Growth Management Overlay Zone District and subject to an intergovernmental agreement between the County and the applicable city or town.

2.2 Cooperative Planning Area (CPA)

The Cooperative Planning Area is that geographical area beyond the GMA where the Parties do not consider urban development as currently appropriate or desired, but where development may likely present impacts upon present and future growth patterns within the GMA, the City of Loveland, and Larimer County. Lands within the CPA may eventually be annexed into the City of Loveland and urban level services may be necessary beyond the timeframe anticipated for the GMA by the Loveland Comprehensive Plan. It is intended that these areas will be jointly planned by Larimer County and the City of Loveland. Until joint plans are agreed upon, only the development referral provisions in Section 5 of this Agreement apply in these areas.

2.3 Community Influence Area (CIA)

The Community Influence Area is that area beyond the GMA for which the City of Loveland has an interest in future development proposals due to the potential impact upon the City as the result of development. The CIA may overlap the GMA and CPA boundaries of other municipalities. Development applications within the CIA will be referred to the City of Loveland by Larimer County for comment during the County's development review process as provided for under the terms of this Agreement.

2.4 Area Boundaries

2.4.1 Geographical boundaries of the GMA, CPA and CIA shall be as shown on Exhibit 1 to this Agreement, unless modified pursuant to Sections 2.4.2, 2.4.3, or 2.5 of this Agreement. Areas labeled "area excluded from GMA" by Exhibit 1 shall not be subject to the terms of this Agreement applicable to areas within the GMA. The County agrees that it will not enter into an intergovernmental agreement to include the areas labeled "area excluded from GMA" within the GMA of another municipality,

unless Loveland and that other municipality have mutually agreed to the inclusion of these areas in a GMA boundary.

- 2.4.2 The Parties acknowledge that in order to implement the terms of this Agreement, the County must adopt and apply the County's GMA Overlay Zoning District pursuant to Section 4.2 of the Larimer County Land Use Code. The County has previously adopted a part of the GMA area shown on Exhibit 1 as an overlay zoning district pursuant the Intergovernmental Agreement between the City and County dated August 2, 1989. The County agrees that it shall propose for adoption as an overlay zone district that area of the GMA shown on Exhibit 1, which differs from the current GMA Overlay Zone District boundary. The final decision regarding the GMA Overlay Zone District boundary shall be within the sole discretion of the County.
- 2.4.3 In the event the GMA Overlay Zone District boundary as finally adopted by the County differs from that shown on Exhibit 1, the parties agree that an amendment to this Agreement shall be prepared and executed by both parties showing the GMA, CPA and CIA area boundaries as revised, with the GMA boundary matching the County GMA Overlay Zone District boundary. All references in this Agreement to the GMA are intended to refer to the area adopted and applied by Larimer County as the GMA Overlay Zone District.
- 2.4.4 The parties acknowledge that the County has not adopted the CPA Overlay Zone District and does not intend to adopt a CIA Overlay Zone District.

2.5 Procedure for Modification of Area Boundaries

Boundaries of the GMA, CPA, and CIA as shown in Exhibit 1 may be amended, modified, and revised in the same manner as an amendment of this Agreement; and as a zoning or rezoning of the GMA Overlay Zone District; provided, however, that the annexation by the City of Loveland of any property within the GMA, CPA, or CIA shall result in the exclusion of such annexed property from the area's boundaries without need for formal amendment of Exhibit 1. The City of Loveland shall, at least annually develop and issue to the Parties a revised Exhibit 1 in order to update and illustrate the modification of the GMA, CPA, or CIA as the result of the amendment, modification, or revision of the area(s) as mutually agreed to by the Parties as an amendment to this Agreement, and as an amendment to the GMA Overlay Zone District, or as the result of annexation(s) by the City. The County will undertake to implement any agreed upon amendments to the GMA boundary as an overlay zoning district in accordance with the procedures, standards, and requirements for amendments to zoning district boundaries as provided in the Larimer County Land Use Code. Decisions regarding adoption of changes to the GMA boundary as an overlay zoning district shall be subject to the sole discretion of the County. Loveland shall provide the County Planning Department a copy of the annexation plat for all annexations within thirty (30) days of the approval of the annexation.

2.6 Planning Boundaries in Loveland Comprehensive Plan

The County acknowledges that the City may adopt and amend planning boundaries in its Comprehensive Plan, as it deems necessary. Such planning boundaries may be used by the City to evaluate the appropriateness of areas for future annexation and land uses within these areas. Such Planning boundaries shall be identified by names other than GMA, CPA

or CIA in the Loveland Comprehensive Plan. The City acknowledges that the County has no obligations under this IGA with respect to these planning boundaries.

3.0 Development, Annexation, Coordination of ACFs/APFs/CEFs and Maintenance of Subdivision Roads within the GMA

3.1 Authority to Approve Development

Within the GMA, Larimer County shall maintain and exercise the right to approve development subject to the Larimer County Land Use Code and supplementary regulations.

3.2 Applicable Master Plan

The Loveland Comprehensive Plan shall be the generally applicable advisory master plan for the GMA and shall be considered as the supporting basis for the supplementary regulations applicable within the Loveland GMA Overlay Zone District. The Loveland Comprehensive Plan shall include all Loveland-adopted elements of the plan. The County need not apply the plans, map, text or policies of the Loveland Comprehensive Plan, unless such plans or policies are included in the supplementary regulations adopted by the County for the Loveland GMA Overlay Zone District pursuant to this Agreement. It is recognized, however, that plans or policies of the Loveland Comprehensive Plan may be used by the City in its comments and recommendations to the County regarding development proposals referred to the City pursuant to subsection 3.5 of this Agreement. The Parties acknowledge that the following requirements and policies are applicable to the GMA:

- 3.2.1 Loveland shall prepare and consider amendments to the Loveland Comprehensive Plan, if necessary, to ensure that such plan will be specific enough to give guidance, through maps and text, to the County, property owners and developers as to what types, densities and intensities of land use are acceptable on any given parcel of land in the GMA.
- 3.2.2 Loveland acknowledges that any amendment to its Comprehensive Plan applicable to the GMA shall have no effect within the GMA Overlay Zone District without an amendment, if such is needed, to this Intergovernmental Agreement and/or to the GMA Overlay Zone District, and any supplementary regulations.
- 3.2.3 The County will encourage the location of urban development in the GMA or other areas specifically designated for urban development in accordance with the Larimer County Master Plan.
- 3.2.4 In cases where development is proposed in the GMA Overlay Zone District, regardless of whether the site is eligible for annexation or not, and the public utilities necessary to support the development are not available for any reason, then the County may consider and approve uses and densities consistent with existing County zoning, County development standards, and the development design standards in the Supplementary Regulations. The City shall annex such developed property at the time it becomes eligible for annexation as provided for under Sec. 3.3.1 of this Agreement.

- 3.2.5 Loveland will strive to enter into intergovernmental agreements with all applicable special districts, which shall require the special districts to plan their facilities according to Loveland's adopted Comprehensive Plan.
- 3.2.6 The County shall not establish or approve any new improvement district or other form of special district within the GMA without consulting the City of Loveland.
- 3.2.7 Nothing in this Intergovernmental Agreement shall be construed or applied to limit the County's legislative authority or discretion in adopting or amending its land use regulations.
- 3.2.8 Nothing in this Intergovernmental Agreement shall be construed or applied to limit the City's legislative authority or discretion in adopting or amending its land use regulations.

3.3 Annexations within the GMA

- 3.3.1 It is the Parties' intent that Loveland will annex all property within the GMA that is eligible for annexation. The phrase "eligible for annexation" shall mean any land that is eligible for annexation pursuant to the Municipal Annexation Act of the State of Colorado, C.R.S. 31-12-101 through 123. It is Loveland's policy to annex as expeditiously as possible all lands eligible for annexation in the GMA at such time that an annexation petition conforming to the requirements of state law is filed, all required fees and additional or supplemental information is received from the property owner(s); and the property owner(s) and the City of Loveland reach a mutual agreement on the reasonable conditions and terms of the annexation. For properties subject to signed annexation agreements with a power of attorney in favor of the City, the City shall be the applicant and shall prepare and file the annexation petition. The City represents that it fully intends to annex all lands in the Growth Management Area at such time as they become eligible for annexation. Decisions regarding annexations shall, however, be subject to the sole discretion of the City Council. In addition, the Parties agree that the policies in this section shall guide annexation of property within the GMA. When any proposed annexation is located wholly within the GMA, the County agrees to waive the requirement for an Annexation Impact Report pursuant to C.R.S. 31-12-108.5. This provision shall not change the requirements for notice to the County contained elsewhere in the Municipal Annexation Act.
- 3.3.2 When undertaking any annexation of land within the GMA, Loveland shall annex the entire width of public roadways located within and immediately adjacent to such lands. It is the intent of this Intergovernmental Agreement that all public roadways immediately adjacent to the corporate limits of the City of Loveland shall be located within the City of Loveland.
- 3.3.3 Larimer County shall not accept applications for any of the following development applications for property within the GMA Overlay Zone District which has any contiguity to the boundary of the City unless the owner(s) of the property described in the application has first sought a decision concerning annexation from Loveland and Loveland has issued to Larimer County a written denial of the request for annexation:

- a. Rezoning;
- b. Special Review (excluding gravel extraction); and
- c. Planned Land Division.

For the purposes of this provision, the applicant is not required to submit an annexation request under the provisions of this Agreement when (1) the Director of Community Services for the City of Loveland, or the Director's designee, has determined that an annexation request is not required based upon the Director's consideration of (a) the nature of the proposed use, and (b) the compatibility of the proposed use with surrounding properties; and (2) the Board of County Commissioners determines that an application may be accepted by the County under Sec. 4.2.1. D.2 of the County Land Use Code. In such cases, the Director of Community Services shall provide the County with a written statement that the City does not require the applicant to submit an annexation petition for the property. Such written statement shall include the reasons why such petition is not required.

For the purposes of this provision, "any contiguity" shall mean that the parcel shares any portion of its boundary with that of the Loveland municipal boundary. This shall include cases where the corner of a parcel is contiguous with the corner of the City's boundary, and cases where the parcel is separated from the City's boundary by a public or private right-of-way (street, alley or other), dedicated public or dedicated private open lands, or a lake, reservoir, stream or other natural or artificial waterway (Figure 1).

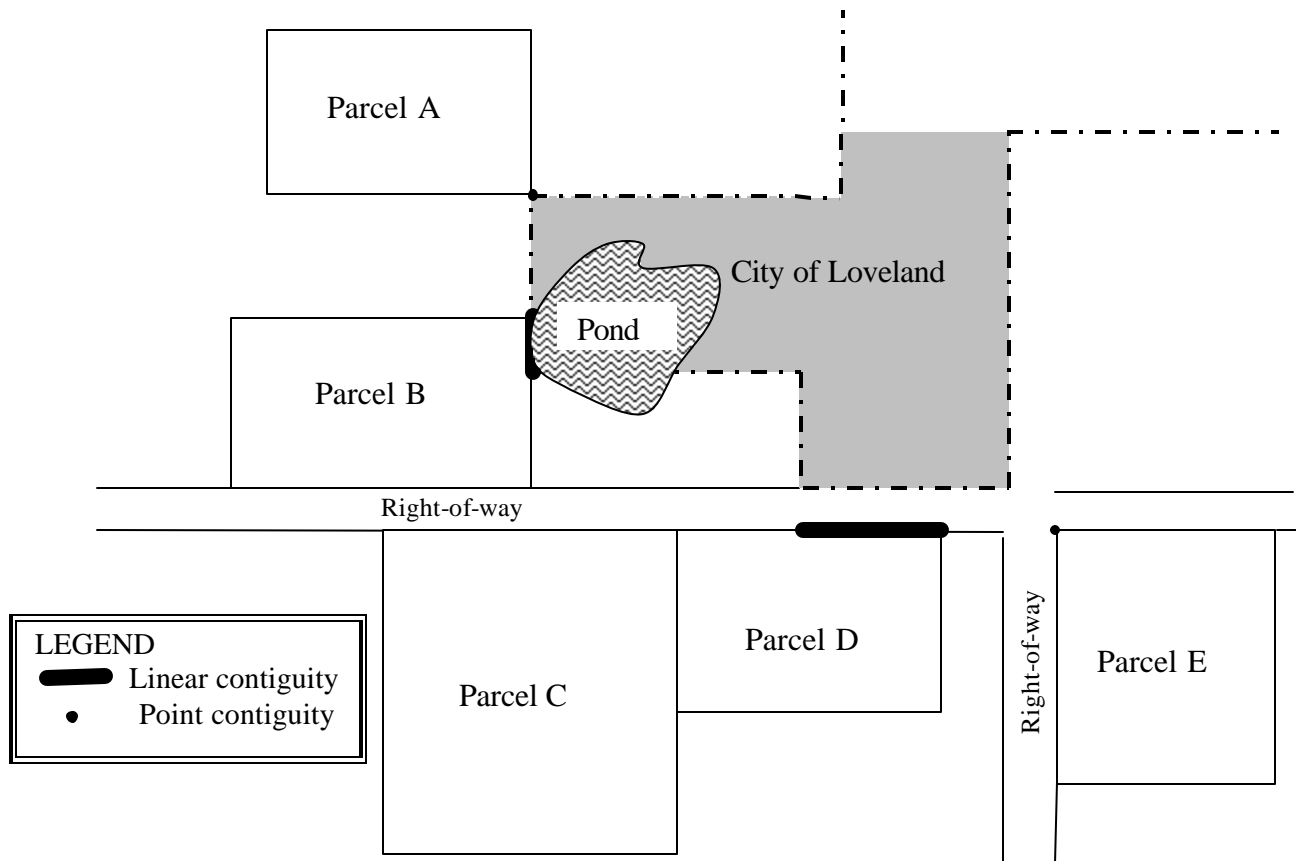


Figure 1: Parcels with and without Contiguity

Figure 1 illustrates examples of parcels with and without "any contiguity" with the City for the purposes of this Agreement. (Note: "Any contiguity" in such instances does not need to be 1/6th contiguity as defined in Colorado Revised Statutes.)

- **Parcel A** has contiguity at a point.
- **Parcel B** has contiguity along a portion of its perimeter, even though separated by a body of water.
- **Parcel C** does not have contiguity
- **Parcel D** has contiguity because existing right-of-way does not affect contiguity.
- **Parcel E** has contiguity at a point because existing right-of-way does not affect contiguity.

3.3.4 In the case of lands within the GMA that are not eligible for annexation and for which the owner(s) have submitted an application identified in 3.3.3 above, or an application for a Site Plan or Minor Land Division, the County will require a binding annexation agreement as a condition of approval. The Loveland City Attorney and the Larimer County Attorney shall approve the standard form of the annexation agreement.

3.3.5 The City shall promptly forward to the County minutes from the meeting of the City Council regarding the denial of any annexation petition in the GMA. If the City denies an annexation petition, the County shall process the development proposal according to the requirements of the GMA Overlay Zone District, and will require a binding annexation agreement as a condition of approval.

3.3.6 The City will not annex into a Growth Management Area, Cooperative Planning Area, or other comparable planning area of another municipality if such area is officially recognized in an intergovernmental agreement with Larimer County, unless: (i) Loveland has an intergovernmental agreement with that municipality that provides for Loveland to annex into the Cooperative Planning Area; or (ii) the land to be annexed by Loveland has been disconnected from another municipality. Larimer County shall use reasonable efforts to involve Loveland in the development of any intergovernmental agreements with other municipalities, which affect growth management and growth boundaries and Cooperative Planning Areas. Larimer County shall not enter into an intergovernmental agreement with another municipality to officially recognize a Growth Management Area or Cooperative Planning Area or other comparable planning area of another municipality where such area encroaches into the Loveland GMA as depicted by Exhibit 1 of this Agreement. Loveland will use reasonable efforts to reach intergovernmental agreements with other municipalities to such effect in order to manage conflicts concerning appropriate growth areas and municipal boundaries.

3.3.7 To the extent permitted by law, the City will not annex property north of County Road 30 unless the County either requires the landowner to petition for annexation or requests that the City consider annexation. The foregoing limitations on annexation shall not apply to the annexation of publicly owned open space, trails or parklands.

3.3.8 In recognition that requests for Special Review for gravel extraction on sites eligible for annexation will be processed and considered by the County (per Sec. 3.3.3.b), the City agrees to annex said sites immediately following approval of the Special Review for gravel extraction by the County, or as soon as such sites become eligible for annexation according to state statutes. Decisions to annex said sites shall be within the sole discretion of the City Council,

3.4 Regulation of Development within the GMA

3.4.1 Supplementary Regulations

The Parties shall cooperate in drafting and proposing for adoption supplementary regulations to be applied by the County in review of development applications within the GMA Overlay Zone District. Supplementary regulations, and any amendments thereto, shall generally conform to the City's Land Use Plan for the GMA in its Comprehensive Plan and shall include development standards that conform more closely to the City's development standards. Such standards shall be developed by mutual agreement of the Parties. Larimer County will require rezoning, Special Reviews, Site Plans, and Planned Land Divisions, to meet or satisfy the more stringent of standards in the Larimer County Land Use Code or the supplementary regulations for the Loveland GMA Overlay Zone District.

3.4.2 The following procedure shall apply to proposed text amendments or revisions to the map of land use types, intensities or densities initiated by the City to the supplementary regulations referenced by the GMA Overlay Zone District for the Loveland GMA:

- a. The County shall receive written notice at least 30 days in advance of any proposed text amendment or revision to the map depicting land use type, density and intensity of land uses ("the map") in the supplementary regulations.
- b. The proposed text or map amendment shall be forwarded to the County after approval by the City.
- c. The County will initiate the amendment of the supplementary regulations to include the amended text or map within thirty (30) days of receiving the proposed amendment from the City.
- d. If the amended text or map is adopted by the County as an amendment to the supplementary regulations, the new map shall be used as the guide for land uses within the GMA Overlay Zone District and the amended standards shall be applied to proposed development as provided for by this Agreement.

3.5 Referral of Development Applications within the GMA

3.5.1 The County shall refer the following proposed development applications within the GMA to the City for review and comment:

- a. Rezoning;
- b. Special Review (including gravel extraction); and
- c. Planned Land Division.

For these applications, the City shall provide its comments to the County in writing within the time required for County referrals established by State Law. The County shall make the final determination of whether the proposed development complies

with the applicable supplementary regulations. If the City provides no comments to the County, the County may assume that the proposed development complies with all applicable standards.

- 3.5.2 The County will refer the following proposed development applications within the GMA to the City for review and comment:
- a. Requests for modifications to or appeals of the Loveland GMA supplementary regulations filed with the Board of County Commissioners; and
 - b. Rural Land Plans.
- 3.5.3 Rural Land Plans in the GMA may be permitted by the County subject to review by the City as provided for in paragraph 3.5.2 and the application of any conditions necessary to prevent such development from becoming an impediment to future planned urban development in the surrounding area of the GMA. Such conditions may include, but are not limited to, preservation of necessary right-of-way for road or utility extensions necessary to serve future urban development in the area.
- 3.5.4 While the City may issue comments and recommendations to the County in accordance with this section, the final authority and discretion regarding approval, disapproval, or approval with conditions rests with the appropriate or designated decision-making body of Larimer County. The County will encourage compliance with recommendations and comments of the City; however, the County is only obligated to require compliance with development standards in the County Land Use Code and supplementary regulations for the Loveland GMA Overlay Zone District. If Loveland recommends against approval or conditional approval of an application and the County subsequently grants approval or elects not to impose a recommended condition, the County shall promptly provide to Loveland the minutes from the meeting at which the decision was made. Additionally, any decision regarding interpretation of the Larimer County Land Use Code, including Supplementary Regulations, shall be made by the County.
- 3.5.5 Loveland shall provide the County with an opportunity to review and comment upon any proposed developments in the City that are expected to (a.) necessitate physical modification to a County road or intersection; (b.) generate traffic that will require an intermediate level of traffic study per the Larimer County Urban Area Street Standards; or (c.) cause roads within the County jurisdiction to drop to lower level of service standards. Any proposed development in the City that will contribute storm water run off above historic rates or alter a point of discharge to downstream property in Larimer County shall also be referred to the County for comment. For purposes of this paragraph, "development" means application for rezoning, major or minor subdivision, and Planned Unit Development. The County has at least twenty-one (21) days from the date of mailing or hand delivery to the County to return comments and recommendations to the City before any final decision is made on such application. Additionally, the City shall honor specific requests by the County to review and comment on specific development proposals. While the County may issue comments and recommendations to the City in accordance with this section, the final authority

and discretion regarding approval, disapproval, or approval with conditions rests with the appropriate or designated decision-making body of the City.

3.6 Coordination of Adequate Community Facilities and Adequate Public Facility Standards, Capital Expansion Fees within the GMA, and Trails

- 3.6.1 **Street CEFs:** To the extent they may legally do so, the Parties agree to consider a coordinated street CEF program for the Loveland GMA, subject to the necessary study and analysis to create such a program, and provided that both Parties agree to such a program.
- 3.6.2 **Street ACFs and APFs:** To the extent they may legally do so, the Parties agree to condition development approvals within their jurisdiction to require mitigation of impacts to roads outside their jurisdiction in accordance with level of service standards in the Larimer County Urban Area Street Standards.
- 3.6.3 **Parks:** The County collects both community and regional park CEFs. Community park CEFs are collected by the County from new development according to a schedule in the Larimer County Land Use Code (Section 9.3.8). The Parties agree that such community park CEFs collected from new development, as may be amended from time to time, within the Loveland GMA Overlay Zone District, shall be transmitted to the City for expenditure on its community park acquisition program.
- 3.6.4 **Parks, Open Space and Trail Coordination:** The Parties agree to cooperate in the coordination of trail connections, and establishing open space, parks and trail segments; the development of compatible design standards; and the exchange information about opportunities for securing trail right-of-way easements and open space adjacencies.
- 3.6.5 **Drainage:** The Parties acknowledge that a coordinated storm drainage CEF program within the Loveland GMA Overlay Zone is desirable and may be entered into subsequent to this Agreement. Such a coordinated storm drainage CEF program is contingent on completion of master plans for drainage basins within Loveland and the County and mutual agreement to a coordinated CEF program by the Parties to this Agreement.
- 3.6.6 **Reimbursement Agreements:** The Parties will consider mutual reimbursement agreements, to the extent they may legally do so, whereby developers within one jurisdiction (City or County) are reimbursed for improvements that benefit developments outside that jurisdiction.

3.7 Maintenance of Subdivision Roads within the GMA

The Parties acknowledge that the County does not maintain certain subdivision roads pursuant to a policy adopted by the Board of County Commissioners at an open meeting on February 2, 1994. As a condition of development approval, the County requires the creation of a homeowners association (HOA) with the necessary financial mechanism to ensure the proper maintenance of subdivision roads.

During the County's subdivision plat review process for proposed development in the GMA, the City shall provide a maintenance plan and schedule prior to the public hearing before the County Planning Commission, for consideration by the County and the applicant. As a condition of Final Plat approval, the County shall require the HOA to enter into an agreement with the City for the City to inspect subdivision roads annually to ensure that roads are maintained in a standard of condition established in the maintenance plan and schedule. The City agrees to execute such inspection agreement. The City also agrees to provide a copy of the annual inspection reports to the HOA and County. The inspection agreement shall include provisions for reimbursement of the City's cost of providing annual inspection services to the HOA. The inspection agreement may also include requirements for a bond or letter of credit to ensure payment of the required road inspections. If an HOA does not pay the City the agreed upon fees for road inspections for any reason, then the City is not obligated to continue inspection of roads within the subdivision.

As a condition of Final Plat approval, the County shall also require the HOA to perform the necessary road maintenance in accordance with the maintenance plan and schedule. Upon annexation, the expense of and responsibility for road maintenance and inspection may continue to be that of the HOA, or the City may accept the expense and responsibility for road maintenance, provided that roads have been built to Larimer County Urban Area Street Standards and maintained in good condition in accordance with the maintenance plan and schedule.

4.0 Annexation of Enclaves

It is Loveland's policy to annex all enclaves (meeting the definition of an enclave eligible for involuntary annexation in C.R.S. § 31-12-106) as expeditiously as possible. In the case of an enclave, Loveland will consider annexation at such time that an annexation petition conforming to the requirements of state law, and all required fees and additional or supplemental information is received from the property owner(s) and, where deemed appropriate by the City, the property owner(s) and the City of Loveland reach a mutual agreement on reasonable conditions and terms of the annexation. If such an annexation petition is not received, the City shall commence the process for the involuntary annexation of such enclave after the enclave is eligible for involuntary annexation in accordance with state law C.R.S. § 31-12-106. Notwithstanding the foregoing, any decision to annex an enclave shall be within the sole discretion of the Loveland City Council. Subject to adequate funding being budgeted and appropriated, the County agrees to reimburse the City for one half (1/2) of all costs associated with the preparation of annexation maps and necessary title documentation to annex existing enclaves.

5.0 Development Within the CPA

5.1 Applicable Plan(s)

Until a sub-area plan is jointly adopted by the Parties for a CPA, the Larimer County Master Plan shall be the applicable advisory master plan for the CPA as described by C.R.S. §§ 30-28-106 and 30-28-108. The Parties will initiate the process to prepare and amend their respective Master or Comprehensive Plans to include any sub-area plan mutually agreed to by the Parties for a CPA, and to encourage development in a CPA in accordance with such sub-area plan, as it may be adopted by the Parties to the Agreement.

5.2 Referral of Development Applications in the CPA

The County will refer the following proposed development applications within the CPA to the City for review and comment and the City shall provide its comments to the County in writing within the time required for County referrals established by State Law:

- a. Rezoning;
- b. Special Review (including gravel extraction);
- c. Conservation Development;
- d. Subdivision Plat;
- e. Special Exceptions; and
- f. Rural Land Use Plans

5.2.1 While Loveland may submit comments and recommendations to the County in accordance with this Section 5.2, the final authority and discretion regarding approval, denial, or approval with conditions rests with the appropriate or designated decision-making body of Larimer County. If Loveland recommends against approval or conditional approval of an application and the County subsequently grants approval or elects not to impose a recommended condition, the County shall promptly provide to Loveland the minutes from the meeting at which the decision was made.

5.2.2 The Parties shall cooperate in the process of reviewing development proposals to clearly identify the impacts of the proposed development on infrastructure within the City of Loveland and in Larimer County, and particularly, on existing road and storm drainage systems.

5.2.3 The County shall not establish or approve any new improvement district or other form of special district within the CPA without consulting the City of Loveland.

6.0 Development Within the CIA

6.1 Referral of Development Applications in the CIA

The County shall refer the following development applications within the CIA to the City for review and comment and the City shall provide its comments to the County in writing within the time required for County referrals established by State Law:

- a. Rezoning;
- b. Special Review (including gravel extraction);
- c. Conservation Development;
- d. Special Exceptions; and
- e. Subdivision Plat.

6.1.1 While Loveland may submit comments and recommendations to the County in accordance with this Section 6.1, the final authority and discretion regarding approval, denial, or approval with conditions rests with the appropriate or designated decision-making body of Larimer County. If Loveland recommends against approval or conditional approval of an application and the County subsequently grants approval or elects not to impose a recommended condition(s), the County shall

promptly provide to Loveland the minutes from the meeting at which the decision was made.

- 6.1.2 The Parties shall cooperate in the process of reviewing development proposals to clearly identify the impacts of the proposed development on infrastructure in the City of Loveland and in Larimer County, and particularly, on existing road and storm drainage systems.

7.0 Implementation of Intergovernmental Agreement

7.1 Amendment of Codes

Each party shall initiate amendments to their respective plans, policies, procedures and codes necessary to implement the terms and provisions of this Agreement.

7.2 Inform and Train

The Parties will (a) notify newly-elected officials, new managers, and key staff of the existence of this Intergovernmental Agreement; and (b) on an as-needed basis, conduct training sessions on the procedures which are necessary to implement this Intergovernmental Agreement.

In the interest of achieving the broader intent and purposes of this Agreement, the Parties will participate in the collaborative planning efforts among local jurisdictions.

8.0 Enforcement

The laws of the State of Colorado shall govern this Agreement. The venue for any action for the enforcement of this Agreement shall be in the appropriate court for Larimer County, Colorado. Any judgment shall be limited to specific performance and/or injunctive relief and neither party shall have any claim or remedy for monetary damages arising from an alleged breach of this Intergovernmental Agreement against the other party, nor shall this Intergovernmental Agreement confer upon either Party standing to contest a land use decision or action of the other except as a breach of this Intergovernmental Agreement. Notwithstanding the foregoing, the prevailing party in any judicial action to enforce this Intergovernmental Agreement shall be entitled to reasonable attorneys' fees and cost. This Intergovernmental Agreement is not intended to modify or eliminate the standing the Parties may possess independent of this Intergovernmental Agreement.

9.0 Termination

Either party may terminate this Intergovernmental Agreement upon three hundred sixty-five (365) days written notice to other party. Prior to exercising any termination permitted by this Intergovernmental Agreement, the governing body of party seeking termination shall meet, in good faith, with governing body of non-terminating party in attempt to resolve or explain the reasons for termination.

10.0 Term of Intergovernmental Agreement

This Agreement shall remain in force and effect for a period of ten (10) years from the date of its execution, subject to any earlier termination as may result from the provisions of Sections 8.0 or 9.0 above. At the end of five years from the date of its execution, and on each five year anniversary thereafter, the term of the Agreement shall be automatically extended for five years beyond its then stated expiration date, unless at least three hundred and sixty-five days (365) days prior to any five year anniversary, either party notifies the other in writing of its intention that the Agreement shall not be extended beyond its then stated expiration date.

11.0 General Provisions

11.1 Amendment of Agreement

Either party may request an amendment of the Intergovernmental Agreement at any time. Such request shall be in writing to the other party, and shall be considered without unreasonable delay and within no more than sixty (60) days of receipt.

11.2 Notice

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail, return receipt requested, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other party or Parties. Such notice shall be given when deposited in the United States mail.

FOR CITY OF LOVELAND, COLORADO
City Manager
City of Loveland
500 E. Third Street
Loveland, Colorado 80537

FOR LARIMER COUNTY, COLORADO
County Manager
200 W. Oak Street
PO Box 1190
Ft. Collins, CO 80522-1190

11.3 Application and Interpretation of Other Provisions

Whenever a provision of the Loveland Zoning Code or the Larimer County Land Use Code are inconsistent with a specific provision of this Agreement, the party with the inconsistent code shall evaluate its regulations and initiate the process to amend its codes to be consistent with this Agreement, and/or negotiate in good faith with the other party to amend this Agreement to be consistent with the applicable code and/or any amendment to the code.

11.4 Exhibits

Exhibits referred to in this Agreement are incorporated herein for all purposes.

11.5 Paragraph Captions

The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

11.6 Additional Documents or Action

The Parties may execute any additional documents or take any additional action reasonably necessary to carry out this Agreement.

11.7 Severability

If any provision of this Agreement is held invalid or unenforceable for any reason, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

11.8 Waiver of Breach

A waiver of any party to this Agreement of the breach of any term or provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

11.9 No Third Party Beneficiaries

Any enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the County, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the Parties that any person other than the City and the County receiving services or benefits under this Agreement, shall be deemed to be an individual beneficiary only.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this day and first above written.

CITY OF LOVELAND

Attest: By _____
Mayor

City Clerk Date

APPROVED AS TO LEGAL FORM: APPROVED AS TO CONTENT:

City Attorney City Manager

THE COUNTY OF LARIMER, COLORADO

ATTEST:

By _____
Chair, Board of Commissioners

Secretary

Date

APPROVED AS TO LEGAL FORM:

APPROVED AS TO CONTENT:

County Attorney

County Manager

