TOWN OF MEAD, COLORADO RESOLUTION NO. 31-R-2020

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF MEAD AND THE TOWN OF PLATTEVILLE PERTAINING TO THE ESTABLISHMENT OF PLANNING AND DEVELOPMENT AREAS

WHEREAS, the Town of Mead and the Town of Platteville, Colorado previously entered into that certain Boundary Agreement dated February 15, 2011, a copy of which was recorded on February 26, 2013 at Reception No. 3912783 (the "Prior Agreement"); and

WHEREAS, Sec. 13.2 of the Prior Agreement established a five-year term; and

WHEREAS, the Prior Agreement terminated on February 15, 2016; and

WHEREAS, the Town of Mead and Platteville desire to enter into a new intergovernmental agreement pertaining to the establishment of planning and development areas (the "2020 Agreement"); and

WHEREAS, a copy of the 2020 Agreement is substantially similar to the Prior Agreement and is attached to this Resolution as Exhibit 1 and is incorporated herein by reference; and

WHEREAS, units of local government are authorized by Article 14, Section 18 of the Colorado Constitution and C.R.S. §29-1-203 to enter into intergovernmental agreements; and

WHEREAS, the Local Government Land Use Enabling Act, C.R.S. § 29-20-105 authorizes units of local government to enter into agreements for the purpose of planning or regulating development of land; and

WHEREAS, increased coordination and cooperation between municipalities, including planning for and managing growth and development of land, recognition of appropriate growth patterns, communication of development policies and regulations, and consultation on provision of services will enhance the ability of the Town of Mead and the Town of Platteville to achieve their respective individual and common community goals; and

WHEREAS, the Board of Trustees desires to approve the 2020 Agreement and authorize the Mayor to execute the 2020 Agreement on behalf of the Town when in final form.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

- **Section 1.** The foregoing recitals and findings are incorporated herein as findings and conclusions of the Board of Trustees.
- **Section 2.** The Board of Trustees hereby: (a) approves the 2020 Agreement in substantially the same form as is attached hereto as **Exhibit 1**; (b) delegates authority to the Town Planning Director to finalize *Exhibit A*, *Exhibit B* and *Exhibit C* to the 2020 Agreement; (c)

authorizes the Town Attorney in cooperation with the Town Manager and Town Planning Director to make non-material changes to the 2020 Agreement that do not increase the Town's obligations; and (d) authorizes the Mayor to execute the 2020 Agreement on behalf of the Town once in final form.

- Section 3. Effective Date. This resolution shall be effective immediately upon adoption.
- **Section 4.** Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.
- **Section 5.** Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 9th DAY OF MARCH, 2020.

ATTEST:

Mary E. Strutt, MM

TOWN OF MEAD

Colleen G. Whitlow, Mayor

Exhibit 1

Intergovernmental Agreement by and between the Town of Mead and the Town of Platteville Pertaining to the Establishment of Planning and Development Areas

(attached)

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF MEAD, COLORADO AND THE TOWN OF PLATTEVILLE, COLORADO PERTAINING TO THE ESTABLISHMENT OF RESPECTIVE PLANNING AND DEVELOPMENT AREAS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this day of MARCH, 2020, by and between the Town of Mead ("Mead"), a municipal corporation in the State of Colorado, and the Town of Platteville ("Platteville"), a municipal corporation in the State of Colorado. Mead and Platteville, when referring to both, are also referred to herein as the "parties" or "municipalities." Either party hereto may also be referred to as a "municipality" or "Party."

WHEREAS, units of local government are authorized by Article 14, Section 18 of the Colorado Constitution and C.R.S. §29-1-203 to enter into intergovernmental agreements among themselves, and more specifically for the purpose of planning or regulating development of land by the Local Government Land Use Enabling Act, C.R.S. § 29-20-105; and

WHEREAS, Mead and Platteville have each adopted Comprehensive Plans; and

WHEREAS, certain unincorporated territory is located between Mead and Platteville; and

WHEREAS, Mead and Platteville recognize that unincorporated land generally lying in the area between their present municipal boundaries may be attractive for development activity, despite the development constraints of the St. Vrain River corridor and South Platte River corridor; and

WHEREAS, there exists the potential for development to occur that is either costly to serve given its low density or could potentially be served by a metropolitan or special district, either in Weld County (or the "County") or by an adjacent municipality, and such development would be fiscally detrimental to both Mead and Platteville; and

WHEREAS, there is potential for land use issues to occur that pertain to the need for open space to separate and distinguish the two municipalities from each other, adequate flood control and flood prevention, ecological and environmental impacts, appearance, and other related issues; and

WHEREAS, both municipalities have a commitment to accommodate and encourage planned growth and development using integrated planning and infrastructure development; and

WHEREAS, Mead and Platteville realize that growth and development activity will be accompanied by increased needs and demands for municipal services, including, but not limited to: providing for new streets and for maintenance of existing and new road infrastructure, government and police powers, provision of utilities, furnishing public safety and health services, providing and maintaining parks and recreational facilities and services, annexation, zoning, subdivision and site planning, building inspection, code enforcement services, and other necessary social services; and

WHEREAS, Mead and Platteville, and their respective citizens, wish to provide cost-effective government services and the efficient delivery of said services, and provide for the welfare and prosperity of the residents and property owners in said municipalities by mutual action and intergovernmental cooperation with respect thereto; and

WHEREAS, Mead and Platteville realize the benefit of intergovernmental cooperation and the need to provide for logical corporate boundaries and areas of municipal authority between their respective municipalities; and

WHEREAS, Mead and Platteville recognize the desirability of establishing jurisdictional boundaries between their respective municipalities in order to plan effectively and efficiently for the orderly growth and potential development between their municipalities, the provision of services, the conservation of available resources for all of their respective citizens, the promotion of economic viability of both municipalities, and of revenue generation sufficient to meet the needs of the citizens, as well as to avoid unnecessary duplication of governmental services, and to simplify governmental structure whenever possible; and

WHEREAS, it is the intent of both Parties that by entering into this Agreement, cooperation will be promoted between the municipalities as it may relate to exchanging information as each municipality considers land development proposals within their respective jurisdictional boundaries so as to ensure a coordinated response; and

WHEREAS, each municipality will collaborate on any revisions to their respective Comprehensive Plans and any 208 Wastewater Utility Service Area Plans, as they relate to the boundary as established by this Agreement; and

WHEREAS, increased coordination and cooperation between municipalities, including planning for and managing growth and development of land, recognition of appropriate growth patterns, communication of development policies and regulations, and consultation on provision of services will enhance the ability of the two municipalities to achieve their respective individual and common community goals; and

WHEREAS, Mead and Platteville have authorized the execution of this Agreement as an exercise of their intergovernmental cooperation authority under C.R.S. §29-20-105;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein and the recitals hereinabove set forth, the sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between Mead and Platteville as follows:

Section 1. Purpose and Scope

The purpose and scope of this Agreement are:

- 1) To direct any urban development that lies between Mead and Platteville into one of the two municipalities in a manner consistent with the adopted Comprehensive Plans of the Parties;
- To respect the Intergovernmental Agreement between Platteville and Weld County that in sum directs development over nine lots to the municipality and limits the creation and function of Metropolitan Districts and Special Districts as articulated in the Weld County Code;
- 3) To provide a mechanism for mutual review and comment on any development within 500 feet of the boundary shown on **Exhibit A** and referred to as the coordinated planning area;
- 4) To coordinate planning efforts between Mead and Platteville to ensure that development within either Party's defined annexation and utility service area will not unintentionally encroach into areas that are within the other municipality's utility service areas; and
- 5) To advise, consult, and involve the owners of private property affected by this Agreement in all planning activities.

Section 2. Boundary Lines

The line which will mark the boundaries of jurisdiction, for purposes of this Agreement, for and between Mead and Platteville is depicted on the map labeled Exhibit A, attached hereto and made a part hereof (Mead – Platteville IGA Boundary, hereafter "IGA Boundary"). This IGA Boundary defines land that each Party has the first right to annex. Mead has the first right to annex any land to the west of the boundary line shown in red on Exhibit A and Platteville has the first right to annex any land to the east of the red boundary line. The textual description of the IGA Boundary is as follows:

Commencing at the St. Vrain River as it touches Weld County Road 38 and traveling south along the river until it touches State Highway 66. The center line of the river shall be deemed the boundary line, irrespective of floodplain boundaries.

The Parties recognize that, notwithstanding public policy which favors development of land within a single jurisdiction, lands under contiguous ownership but physically divided by the St. Vrain River present unique geographical constraints to unified development within one jurisdiction and may support bifurcated development in the two respective jurisdictions in accordance with the IGA Boundary established herein. To the extent, however, that the owner(s) of such land(s) desire(s) to annex the entirety of the contiguous ownership into one jurisdiction, that jurisdiction on whose side of the IGA Boundary the majority of such land is situated shall have the first right to annex the entirety of the contiguous ownership, in accordance with the terms of this Agreement, and as an exception to the IGA Boundary. Nothing herein shall be deemed to compel either jurisdiction to annex land, or any portion of land, it deems not in its best interest to annex, nor shall anything herein be construed as discouraging the Parties from further discussing

Section 3. Annexation Policy Relative to IGA Boundary Line

Section 3.1 Intent and General Annexation Provisions. The provisions in this Agreement dealing with annexation shall follow the standards outlined in the Colorado Revised Statutes, §31-12-101 through §31-12-123, and each Party's annexation policies. This Agreement is intended to foster cooperation and coordination between the Parties in the orderly process of annexation requests by property owners.

Section 3.2 Annexation Policy. Except as otherwise provided herein, Mead agrees not to annex, solicit the annexation of, enter into any agreement to annex, commence proceedings to annex, nor entertain a petition to annex any territory which lies beyond the Mead side of the IGA Boundary depicted in Exhibit A and Platteville agrees not to annex, solicit the annexation of, enter into any agreement to annex, commence proceedings to annex, nor entertain a petition to annex any territory which lies beyond the Platteville side of the IGA Boundary depicted in Exhibit A.

Each Party further agrees that it shall not, in any manner, become directly or indirectly involved with the annexation of the aforesaid jurisdictional territory of the other municipality, or oppose the other municipality's annexation, except as otherwise provided herein.

In the event that either Party is contacted by any person in connection with any matter involving the annexation of land which lies within the aforesaid jurisdictional territory of the other municipality, the contracted municipality shall promptly refer such person to the other municipality for consideration thereof in accordance with this Agreement.

If either Party determines that it is not in its interest to annex land on its side of the IGA Boundary, then the Parties shall consult with each other in an effort to determine the most appropriate manner and means by which such land may be developed.

Section 4. Annexation Policy Relative to Roads and Rights-of Way

Notwithstanding any provision of this Agreement to the contrary, both municipalities acknowledge that should an annexation occur within either municipality relating to property abutting existing public roads or rights-of-way divided in some manner by the IGA Boundary, the annexation that occurs first in any given location will include the entire width of the road or right-of-way and the annexing municipality shall therefore have jurisdiction over the road segment or right-of-way in question. Annexations of property abutting proposed roads or rights-of-way or platted roads that do not yet exist shall also include the entire width of the right-of-way.

Section 5. 208 Wastewater Utility Service Boundaries

Both Parties have an established 208 Wastewater Utility Service Area Plan that has been recognized by the North Front Range Water Quality Association ("NFRWQA") as of December, 2010.

The Parties agree to cooperate in any amendment of the recognized 208 Wastewater Utility Service Area Plan boundaries in accordance with this Agreement, except as otherwise provided herein. The established 208 boundary line for Platteville is included on the map in **Exhibit B** since the 208 boundary is synonymous with Platteville's Urban Growth Area Boundary. Mead's adopted 208 Wastewater Service Area Boundary is shown on **Exhibit C**. If either Party shall file a petition with the NFRWQA or other agency or unit of government to implement the terms of this Agreement, the other Party shall cooperate.

Section 6. Minimum Development Standards

The Parties agree that at a minimum each will require, to the extent allowed by law, that all development within its jurisdictional boundaries comply with the applicable portions of its Municipal Code relating to street standards, stormwater drainage and detention, soil erosion and sedimentation control, stream and wetlands protection, floodplain regulations, and all other public improvements standards.

Section 7. Joint Impacts and Infrastructure Issues

The Parties agree to jointly consult with and plan future road improvements for arterial roads and rights-of-way that traverse or parallel both municipalities, insofar as they have the jurisdiction so to do. With regard to such planning and jurisdiction, the Parties agree to cause improvements to be accomplished according to uniform and consistent standards, to the extent practicable. To the extent permitted by law, the improvements to said roads shall be made by, and at the expense of, the developers (unless made by other units of government) and the municipalities shall cooperate with each other and with the developer to recapture road-related expenses on a proportional basis for any improvements benefitting properties outside the particular development, regardless of whose municipal boundaries the benefitted property may be in.

With regard to major and minor collectors, local streets and rights-of-way, as well as commercial development (for example, service drives and parking facility ingresses/egresses), the Parties agree that, where practical, the same will interconnect across municipal boundary lines, and that neither municipality will subsequently close or vacate a street connection without the consent of the other municipality. Any such interconnections shall be made in a uniform and consistent manner. The Parties agree that mutual issues of importance in effectuating this policy, such as but not limited to, access standards, signalization, and other related issues, including cost apportionment therefore, shall be included in, and determined by a separate written agreement approved by both Parties.

Unless otherwise agreed, if the Parties' standards differ, then the roadwork shall be improved and/or maintained to the stricter standard.

This Section 7 shall not be construed so as to prevent the Parties from joining in and executing an intergovernmental agreement that may be multi-jurisdictional with multiple municipalities, counties, and/or the State of Colorado relative to read planning and construction.

Mead and Platteville agree to cooperate with each other in the planning and construction of future utilities, including but not limited to water and sewer lines, which are reasonably necessary to serve future developments within their own borders in rights-of-way or in utility easements, provided that rights-of-way or easements are restored to the condition prior to construction or to a higher, more improved condition. The Parties agree to cooperate to resolve any conflict with regard to the location and installation methods of said utilities, whether public or private, or furnished by themselves or by other units of government. Neither Party shall charge the other Party for use of such rights-of-way or easements if such were previously granted to the providing Party without charge. The Parties further may agree by separate written agreement to share in utility infrastructure and service provision in order to assist development if they find it desirable to share or provide utilities beyond their corporate boundaries.

The Parties shall cooperate in planning and constructing linked bicycle/pedestrian trails between the municipalities and to connect with regional bicycle/pedestrian trail systems.

The Parties agree that should there be a dispute in regard to the interpretation of this Section 7, before any litigation is initiated, the Parties shall mediate or arbitrate any dispute by jointly selecting a firm that is independent of both municipalities that shall offer its opinion to resolve the issue. Mediation or arbitration arising from this provision shall be non-binding.

Section 8. Notice of Land Use Development and Comprehensive Plan Revisions

Section 8.1 Land Use Development pertaining to the Annexation Boundary Line. Each Party agrees to furnish the other with notice of all formal petitions and/or applications for any proceedings regarding the annexation, zoning, platting, subdividing, and/or development of any parcel of land located within 500 feet of the other Party's IGA Boundary established by this Agreement. Such notice shall be sent to the other Party at least 15 days prior to any public meeting or hearing on the matter so that it may comment on the proposal and appear as an interested party and be heard. Comments, consideration, and input may pertain to, but shall not be restricted to, site access, layout, stormwater management, building materials, landscaping, buffering, lighting, signage, setbacks, design criteria, and similar site-specific features.

Section 8.2 Revisions to the Comprehensive Plan. Each Party agrees to furnish the other with notice of any written proposal to amend its Comprehensive Plan that affects land abutting the IGA Boundary established in this Agreement. Such notice shall be sent to the other Party at least 15 days prior to any public meeting or hearing on the matter so that it may comment on the proposal and appear as an interested party and be heard.

Section 9. Statutory Rights Preserved

This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to or litigation over any proposed County zoning, or any other extraterritorial right granted to them by Colorado law.

Section 10. Divided Parcels

As contemplated in Section 2 hereof, the Parties acknowledge that there may now be, or in the future may be, lots, parcels, or tracts of land under single ownership that lie on both sides of the IGA Boundary. In the

event such property so divided is proposed for development, the Parties, consistent with the provisions of Section 2, agree to cooperate in the development of such property as may be required to provide appropriate municipal services for the benefit of the property owners and each municipality. Nothing that may be accomplished by such cooperation shall be construed as, or have the effect of, changing or abrogating the IGA Boundary. It is the intention of the Parties to avoid duplication of municipal services wherever possible.

Section 11. Special Provisions: Greenbelt

The Parties agree that they mutually desire to have a "greenbelt" (i.e., open space buffer) lying between their respective municipalities and, to the extent practicable and consistent with governing law, agree respectively to engage in good-faith efforts to realize such a greenbelt. The greenbelt may be either undeveloped land or parkland that is landscaped with trees and other vegetation. This area shall remain as permanent open space and parks. No improvement other than recreational facilities, roads, drainage facilities, utility service facilities, water facilities, and wastewater facilities may be constructed in such open space areas. Recreational amenities allowed within this greenbelt are limited to recreational buildings or structures that are less than 5,000 square feet. The following small-scale amenities are allowed: active or passive recreational areas or facilities for public use, open or covered (and which may include related recreational amenities such as snack bars and restroom facilities, instruction, equipment storage and maintenance facilities), including, but not limited to, fishing facilities, ball fields, and courts, play fields and playgrounds, trails, passive recreational and open space areas. Pedestrian/bicycle trails may be installed in such greenbelt.

The Parties specifically agree that the St. Vrain River is a natural greenbelt in this respect, and further agree that each shall give special consideration to protection of the St. Vrain River viewshed including, but not limited to. possible adoption of "greenbelt" policies or regulations pertaining to the areas along the top of the river bluff and on the downslope side of the river, such as deeper setbacks, fence, signage, and design controls, that prevent encroachments and improve the visual appearance of the river corridor. The exact width and nature of the greenbelt, and the share applicable to each municipality, shall be determined on a case-by-case basis at the time that any development proposal is reviewed and approved along the IGA Boundary by either municipality, or may be acquired or created by separate municipal action that may include the procurement of grants. Each Party agrees to cooperate with the other Party as necessary relative to any grant application or similar actions for the acquisition of open space.

Section 12. General Terms

Section 12.1 General. This Agreement is intended to describe rights and responsibilities only as between the named Parties hereto. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties hereto. Nothing contained in this Agreement shall be used or construed to affect, support, bind, or invalidate the boundary claims of either Party insofar as they shall affect any municipality or county not a party to this Agreement. Nothing contained in this Agreement shall be construed to require Mead or Platteville to annex any property or to provide any services to any land. Nothing contained in this Agreement shall be construed to require either Party to obtain other boundary agreements or similar intergovernmental agreements, or to plan for land uses for properties that have been designated to the other Party in this Agreement, and thus it is recognized that some unincorporated areas may remain undesignated by the described boundary agreements. Nothing contained in this Agreement shall be construed to entitle either Party, or any person, firm partnership, or corporation claiming protection under or by virtue of the existence of this Agreement, to a judgement for monetary damages against the other for violation of the terms of this Agreement.

Section 12.2 Costs. Each Party is responsible for the cost and expenses incurred in administering this Agreement.

Section 12.3 No Third Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

Section 12.4 Authority. The Parties acknowledge that each Party's obligations are subject to applicable law. Platteville and Mead cannot adopt any regulation that is in conflict with any applicable agency, state or federal law, rule or regulation that expressly preempts local authority, and shall not, without the written consent of the other, adopt any regulation that is in conflict with any applicable non-preempting agency, state or federal law, rule or regulation. Similarly, any action taken pursuant to this Agreement that pertains to any land within the incorporated areas of either municipality, or within the County for unincorporated areas, is subject to final approval by the governing body of that municipality.

Section 12.5 Cooperating Entities. The Parties will cooperate to encourage districts and other appropriate jurisdictions to become a party to this Agreement only upon mutual agreement of the Parties.

Section 13. Amendments and Term

Section 13.1 Amendment. This Agreement may only be amended in writing, signed by both Parties. It is mutually agreed that neither Mead nor Platteville shall either directly or indirectly seek any modification or rescission of this Agreement through court action, and that this Agreement shall remain in full force and effect until amended by a mutual written agreement approved by the respective corporate authorities of both Parties. The provisions of this Agreement may be enforced by either Party against the other in any court of competent jurisdiction by means of either injunction or specific performance.

Section 13.2 Term. This Agreement shall be valid and binding and in full force and effect in perpetuity from the date of execution by both Parties for a five (5) year term. It may be extended for successive five years periods through mutual written agreement by the Parties.

Section 14. Severability

If any provision of this Agreement shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, such invalidation shall not affect any other provisions of this Agreement which can be given effect without the invalid provision (except that if a requirement or limitation shall be deemed invalid as to one Party, it shall be deemed invalid as to the other Party also), and to this end the provisions of this Agreement are to be severable.

Section 15. Enforcement and Governing Law

The provisions of this Agreement may be enforced by either Party against the other in any court of competent jurisdiction by means of either injunction or specific performance. This Agreement shall be construed in accordance with the laws of the State of Colorado. Jurisdiction and venue shall be proper and exclusive in the District Court for Weld County, Colorado.

Section 16. Notices

Notices shall be provided to the respective Party by first-class mail, postage prepaid, as follows:

Town of Mead Attention: Town Manager P.O. Box 626 Mead, CO 80542-0626

Town of Platteville Attention: Town Manager 400 Grand Avenue Platteville, CO 80651

Section 17. Recording an Availability of Agreement

The Parties shall each record a certified copy of this Agreement with the Clerk & Recorder's Office for the county or counties in which the municipality is located, or with the given county or counties wherein any land affected by this Agreement is located. Each Party shall make available for public inspection copies of this Agreement in their respective offices as provided by statute.

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

TOWN OF PLATTEVILLE

Adrienne Sandoval Mayor, Town of Platteville

TOWN OF MEAD

Colleen G. Whitlow Mayor, Town of Mead Attest:

Town Clerk, Town of Platteville

SEAL

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Attest:

Town Clerk, Town of A

Mary E. Strutt, MI

Exhibit A

Town of Mead Future Land Use Plan

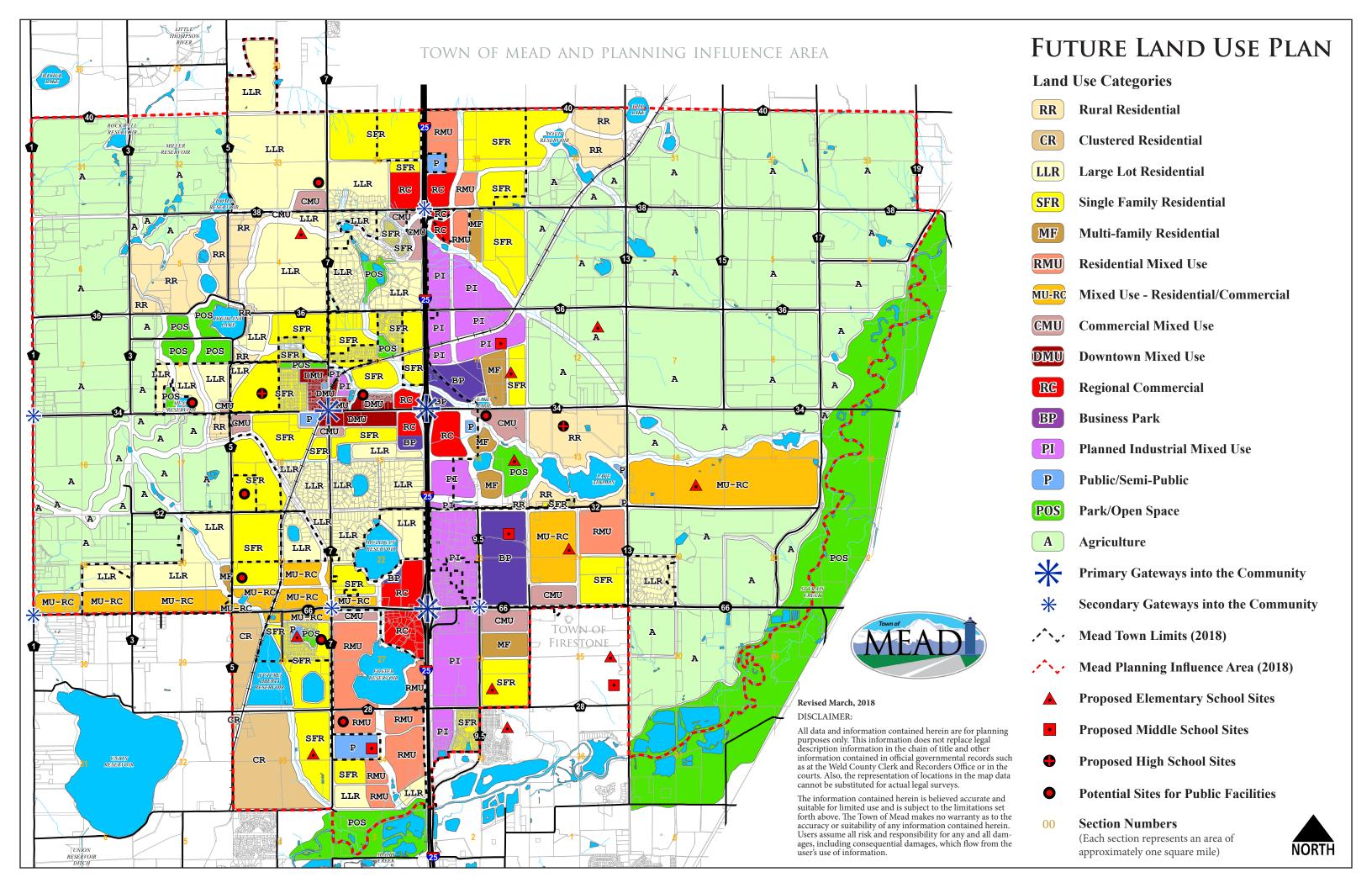
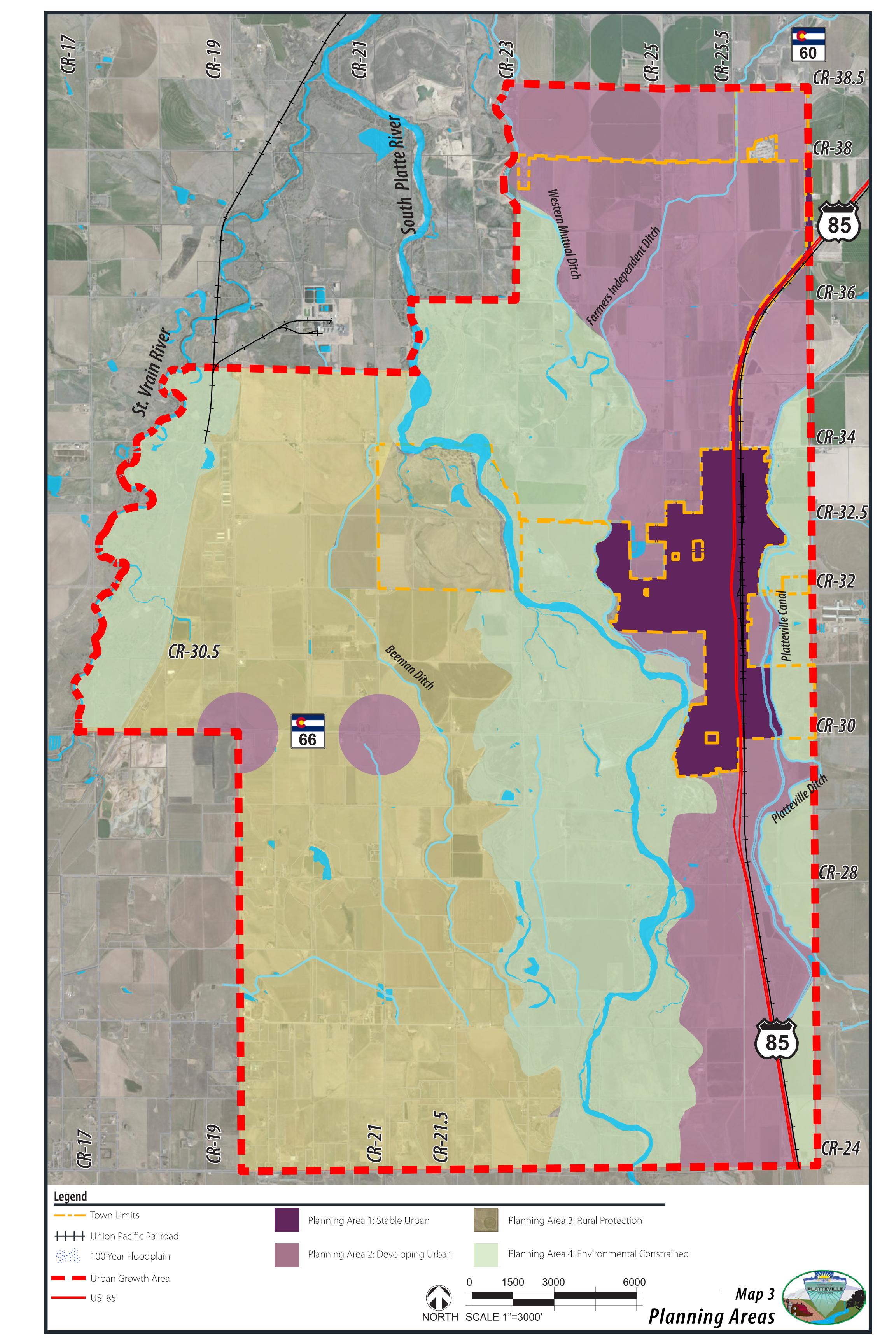


Exhibit B (B-1, B-2)

Exhibit B-1 Town of Platteville Planning Areas Exhibit B-2 Town of Platteville 208 Boundary

*Section 5 of this agreement states that the two boundaries outlined in the maps referenced above are synonymous. However, the two boundaries actually differ and, as a result, have been provided here.



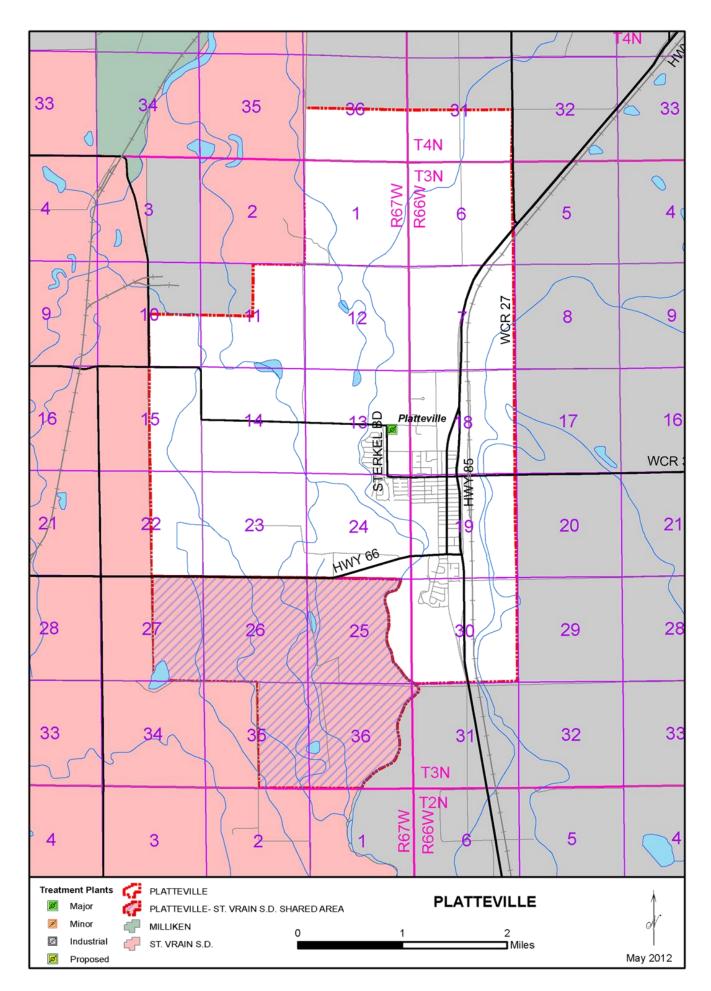


Exhibit C

Town of Mead 208 Boundary

