

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE COUNTY OF JEFFERSON AND
THE CITY OF WESTMINSTER:
NORTHEAST COMPREHENSIVE DEVELOPMENT PLAN

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1996

**INTERGOVERNMENTAL AGREEMENT
FOR THE
NORTHEAST JEFFERSON COUNTY/WESTMINSTER ENCLAVES AREA**

This Intergovernmental Agreement, herein referred to as the "Agreement," is made and entered into by and between the County of Jefferson, State of Colorado, a body politic and corporate, hereinafter referred to as the "County" and the City of Westminster, a Colorado municipal corporation, hereinafter referred to as the "City."

1. RECITALS AND PURPOSE

1.1. WHEREAS, Article 20 of Title 29 of the Colorado Revised Statutes, as amended, authorizes City and County governments to enter into intergovernmental agreements for the purpose of adopting mutually binding and enforceable comprehensive development plans; and

1.2. WHEREAS, pursuant to Article 20 of Title 29 of the Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has authorized and encouraged local governments to cooperate or contract with other units of government for the purpose of planning and regulating the development of land, including the joint exercise of planning, zoning, subdivision, building, and related regulations; and

1.3. WHEREAS, Part 2 of Article 1 of Title 29 of the Colorado Revised Statutes, as amended, authorizes and enables governments of the State of Colorado to enter into cooperative agreements or contracts; and

1.4. WHEREAS, Article XIV, Section 18(2) of the Constitution of the State of Colorado provides that nothing in the Constitution shall be construed to prohibit the State or any of its political subdivisions from cooperating or contracting with one another or with the government

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of the United States to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs, the imposition of taxes, or the incurring of debt; and

1.5. WHEREAS, the County and City have defined the Northeast Jefferson County/Westminster Enclaves Area (hereinafter referred to as the "Enclaves Area") as an area of mutual interest, the boundaries of which are delineated on Exhibit A attached hereto and incorporated herein; and

1.6. WHEREAS, it is the mutual goal of the County and City that the area set forth on Exhibit A be annexed into the City at such time as it is eligible for annexation and is in compliance with City goals; and

1.7. WHEREAS, it is in the best interests of the citizens of Jefferson County that the future growth in the Enclaves Area occur in an orderly manner according to a comprehensive development plan agreed upon by the County and City.

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises, covenants, and agreements contained herein, the County and City agree:

2. DEFINITIONS

The following terms shall be defined as set forth below:

2.1. Northeast Jefferson County/Westminster Enclaves Area.

The Northeast Jefferson County/Westminster Enclaves area is the area in which the Comprehensive Development Plan shall apply as more fully set forth in this Agreement. The boundary of the area is delineated on Exhibit A. It will be referred to herein as the "Enclaves Area." All of the area is located within unincorporated Jefferson County.

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2.2. Northeast Comprehensive Development Plan ("CDP").

The Comprehensive Development Plan for the Enclaves Area to be adopted by the County and City pursuant to Article 20, Title 29, C.R.S., which is attached hereto and incorporated herein as Exhibit B.

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3. EFFECT OF NORTHEAST COMPREHENSIVE DEVELOPMENT PLAN

3.1. The Board of County Commissioners of the County and the City Council of the City shall adopt the CDP after notice and hearing. The CDP shall be mutually enforceable and binding on the County and City for any property within the area set forth on Exhibit A which is zoned or rezoned after the effective date of this Agreement. The adoption of the CDP by the County and City does not constitute approval of a development plan or zoning, rezoning or platting of the property within the area set forth on Exhibit A.

3.1.1. Article 1 of the CDP contains a statement of intent and overall goals for public improvements and trails, open space, parks & recreation. The sections in this Article shall be referred to for general policy direction and for long range planning.

3.2. Any master plans or zoning plans adopted or amended by the County or City after the effective date of this Agreement shall be in conformance with the provisions of the CDP to the extent such plans apply to any property within the Enclaves Area and to the extent the subject matter of such plans is addressed by the provisions of the CDP. The provisions of the CDP shall supercede any provision of general ordinances or regulations, subdivision regulations, development regulations, or other land use regulations adopted or amended after the date hereof if there is a conflict.

3.3. If any property within the Enclaves Area is rezoned or annexed and zoned after the effective date and during the term of this Agreement, said zoning shall be in conformance with the CDP. Thereafter, the provisions of the CDP shall control all decisions by the appropriate governing body pertaining to zoning, rezoning, subdivision, platting, and building permit and development plan approvals for such property. To the extent provisions of any master plan adopted by the County or City conflict with the CDP for the Enclaves Area the CDP shall control.

3.4. If the CDP is silent as to a particular land use matter or land use procedure, existing, amended or new local land use regulations and procedures within the appropriate jurisdiction shall control.

3.5. Any review of the CDP by the City Planning Commission or the County Planning Commission shall be at the discretion of their individual governing bodies.

3.6. The limitations, restrictions, standards and all other provisions of the CDP shall continue to control within the Enclaves Area, even if jurisdiction over that area is transferred from the County to the City or from the City to the County for the duration of this Agreement.

3.7. The CDP may be rescinded or amended only upon mutual agreement, except as set forth in Paragraph 7.8., by the governing bodies of the County and City after notice and public hearing, in conformance with Section 29-20-105(2), C.R.S., as amended.

3.8. After final acceptance of rezoning applications; preliminary, final or corrected plat submittals; and/or acceptance of development plans by the Planning Department of the governmental entity having jurisdiction of the property subject to the provisions of the CDP as provided in Subsection 3.3 supra, said application and plans shall be referred, within five (5)

working days of receipt, to the other jurisdiction.

3.8.1. The entity to which an application is referred shall advise the referring body of its opinion as to the conformance of the application with the CDP consistent with the referral comment periods otherwise allowed by the existing regulations of the referring entity. In the case of development plans, the period shall be twenty-one (21) days unless otherwise specified by the existing regulations of the referring entity or unless the planning directors of the City and County agree to additional time. If the entity receiving the referral fails to respond within the designated referral comment period, then the referral entity may consider the other jurisdiction to have determined the document conforms to the CDP.

3.8.2. If the County and City disagree as to whether an application or submittal conforms with the CDP, the application shall be reviewed jointly by the planning directors of the County and City.

3.8.3. The planning directors shall, within twenty-one (21) days, attempt to resolve any conflicts between the County and City and shall provide their recommendation concerning the application's or submittal's conformance with the CDP to each governing body after said twenty-one (21) day period.

3.8.4. No final public hearing shall be held or final decision shall be made as to any matter under review pursuant to Section 3.8.2. until such time as the recommendation required in Section 3.8.3 has been provided or the time period set forth in Section 3.8.3. has lapsed.

3.9. If the County rezones or plats property within the Enclaves Area in conformance with the

CDP and the property is subsequently annexed to the City, the City shall adopt zoning for the property essentially the same as is in effect in the County, and the City shall accept and enforce the plat in the form approved and recorded by the County. The City may also, in its discretion, rezone the property in accordance with the CDP.

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3.9.1. The County shall assign and the City shall assume the County's rights under the Subdivision Improvements Agreement and, thereafter, the City shall enforce the provisions of the Subdivision Improvements Agreement.

3.9.2. At the option of the City, the City may require completion of all public improvements prior to finalization of annexation in lieu of assuming the County's rights and obligations under the Subdivision Improvements Agreement.

3.9.3. If a building permit has been issued, but a final inspection or Certificate of Occupancy, as appropriate, has not been issued, the County Building Department shall complete all inspection and the issuance of a Certificate of Occupancy, where appropriate, unless the County and City agree otherwise. All such final inspections and issuances of Certificates of Occupancy shall be binding upon the City.

4. ANNEXATION

4.1. The County shall not challenge annexations if the annexations are in conformance with the CDP and the Colorado Municipal Annexation Act of 1965. Annexation of county-owned open space shall not obligate the County to transfer ownership of or responsibility for such open space to the City, nor shall the City be obligated to assume ownership of or responsibility for such open space.

4.2. That any annexation agreement or any other agreement between the City and any

property owner within the Enclaves Area shall conform with the CDP.

4.3. For any property annexed by the City within the Enclaves Area, the County hereby waives the requirement of Section 31-12-108.5 of the Colorado Revised Statutes that the City file an annexation impact report with the County if the City provides a zoning referral to the County as required by Section 3.8 which includes the following: a map of the area to be annexed that describes the boundaries of all municipalities within one mile of the area to be annexed, and all information on the rezoning proposal to permit the County to evaluate conformance with the CDP. Within the time limit for filing an annexation impact report set forth in the Municipal Annexation Act of 1965, the City shall also provide a final draft of any annexation agreement.

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5. SERVICES

5.1. The County and City may enter into a separate agreement whereby either entity may provide law enforcement services, street maintenance services, or other services as appropriate within each others jurisdiction subject to the terms and conditions contained in said separate agreement, which agreement shall, at a minimum, contain specific provisions defining the level of services to be provided and the respective costs of such services. Any such agreement shall be approved by the City Council, the Jefferson County Sheriff, the Jefferson County Board of County Commissioners, as appropriate.

5.2. The City and County shall jointly study and consider revisions to their general circulation improvement requirements that would apply to the Enclaves Area, including alignment of intersections, turning radii for trucks, sidewalks, bikeways, and streetscape so that uniform regulations apply within this area.

6. ENFORCEMENT

6.1. The only parties to this Agreement who may enforce the Agreement in District Court are the governing bodies of the County and City; such is limited to specific performance or injunctive relief. Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Jefferson, State of Colorado.

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7. GENERAL PROVISIONS

7.1. Notices and Referrals

Notices or referrals pursuant to Section 3.8. above shall be deemed to have been sufficiently given for all purposes if sent by certified mail, 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 deemed to have been given when deposited for delivery by the United States Postal Service.

If to the County: Chairman, Board of County Commissioners
 Jefferson County Manager
 Courts and Administration Facility
 100 Jefferson County Parkway, Suite 5550
 Golden CO 80419-5550

If to the City: City Manager
 City of Westminster
 4800 W. 92nd Avenue
 Westminster CO 80030

7.2. Severability

If one or more provisions of this agreement shall be invalid, illegal or unenforceable in any respect, the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless any provisions within Sections 3 or 4 are found to be invalid, in which

event the entire Agreement shall be void.

7.3 . Instruments of Further Assurance

The County and City covenant that they will to the extent permitted by law do, execute, acknowledge and deliver or cause to be done, executed, acknowledged, and delivered such acts, instruments and transfers as may reasonably be required for the performance of their obligations hereunder. 11

7.4. Assignment

This Agreement shall not be assignable.

7.5. Binding Effect

This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives and successors.

7.6. Waiver of Breach

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

7.7. Effective Dates

After the public hearings, approval, and adoption of this Agreement and the CDP by both the County and City, this Agreement will become effective, mutually enforceable, and binding as to the County and City. This Agreement shall extend to any amendments to the CDP mutually agreed upon and adopted by the County and City, as provided herein.

7.8 . Term

This Agreement shall have a term of ten (10) years from the date on which it has been

approved by the County and City. It shall be automatically extended for an additional ten (10) year period unless the County or City notifies the other in writing no more than ninety (90) days after the expiration date of the initial ten (10) year term of its intent to terminate the Agreement or unless the County and City mutually agree to extension for an alternate designated time period. This agreement shall remain in effect during said ninety (90) day renewal period.

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7.9. 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.

8. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names and attested by their duly authorized officers, all on the respective dates indicated below.

COUNTY OF JEFFERSON, STATE OF COLORADO,
a body politic and corporate

By: [Signature]
Title: Chairman of the Board of County Commissioners

ATTEST:
By: [Signature]
Title: Clerk to the Board of
County Commissioners

APPROVED AS TO FORM:
By: [Signature]
Title: County Attorney
Assistant

DATE: 7/23/96

CITY OF WESTMINSTER, A COLORADO MUNICIPAL CORPORATION

By: Sam Dixon
Title: Mayor *Pro Tem*

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ATTEST:

By: Michele Kelley
Title: City Clerk

APPROVED AS TO FORM:

By: Merton R. McCallough
Title: City Attorney

DATE: _____

Approved by Westminster
City Council on 7-23-96