



1 Section 2

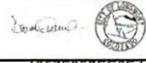
2 To the extent only that they conflict with this ordinance, the Council repeals any  
3 conflicting ordinances or parts of ordinances. The provisions of this ordinance are severable, and  
4 invalidity of any part shall not affect the validity or effectiveness of the rest of this ordinance.

5 Introduced this 13th day of February, 2024.

6 Passed and adopted this 27th day of February, 2024.

7  
8 DocuSigned by:  
9 *Joan Peck*  
10 61A52AA1F9B1452...  
11 \_\_\_\_\_  
12 MAYOR

13 ATTEST:

14 DocuSigned by:  
15   
16 4857F252EEBE4CC...  
17 \_\_\_\_\_  
18 CITY CLERK

19  
20 NOTICE: THE COUNCIL WILL HOLD A PUBLIC HEARING ON THIS ORDINANCE  
21 AT 7:00 P.M. ON THE 27TH DAY OF FEBRUARY, 2024, AT THE LONGMONT CITY  
22 COUNCIL MEETING.

23  
24  
25 APPROVED AS TO FORM:

26 DocuSigned by:  
27 *Jeff E. Izull*  
28 8EAE82947FB24AA...  
29 \_\_\_\_\_  
30 ASSISTANT CITY ATTORNEY

26  
27 2/12/2024  
28 \_\_\_\_\_  
29 DATE

30 DocuSigned by:  
31 *Katy Kubier*  
32 00802E82689D4DE...  
33 \_\_\_\_\_  
34 PROOFREAD

30  
31 2/12/2024  
32 \_\_\_\_\_  
33 DATE

1 APPROVED AS TO FORM AND SUBSTANCE:  
2

3  
4  
5  
6  
7

DocuSigned by:

*Alan Van Nimwegen*

2/12/2024

7B3ABE4F848D45A  
ORIGINATING DEPARTMENT

DATE

CA File: 24-002735

**LONGMONT PLANNING AREA  
COMPREHENSIVE DEVELOPMENT PLAN  
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (“Agreement”) is entered into by the City of Longmont, a Colorado home rule municipal corporation (“Longmont” or “City”), and Boulder County, a body politic and corporate of the State of Colorado (the “County”) (individually a “Party” and collectively, the “Parties”) as of the date of the latest signature below.

**RECITALS**

- A. The Parties are authorized by §§ 29-20-101 et seq., C.R.S., and encouraged by Colorado Constitution, article XIV, section 18(2), to enter into intergovernmental agreements to plan for and regulate land uses, in order to minimize the negative impacts on the surrounding areas and protect the environment, and to cooperate and contract with each other for the purposes of planning and regulating the development of land by means of a “comprehensive development plan;” and
- B. The Parties agree that an intergovernmental agreement providing a comprehensive development plan that recognizes the urbanization potential of certain lands in the County near Longmont and the rural character of adjacent lands in the County, along with restrictions on development or purchase of open space lands in those areas as defined in this Agreement, is in the best interests of the citizens of each of the Parties for the preservation of the character and potential of those areas; and
- C. The Parties agree that designating portions of Boulder County to remain in Boulder County’s jurisdiction and in a rural character as defined in this Agreement is in the economic and civic interests of their citizens and meets the goals of the Boulder County Comprehensive Plan and the Longmont Comprehensive Plan, known as Envision Longmont; and
- D. Consistent with municipal annexation, utility service, and land use laws of the State of Colorado, this Agreement is intended to (i) encourage the natural and well-ordered development of Longmont and the County; (ii) promote planned and orderly growth in the affected areas; and (iii) promote the economic viability of the Parties; and
- E. The Parties have each held duly noticed public hearings for consideration of this Agreement and the comprehensive development plan terms it contains for the subject lands as defined in the Agreement and depicted on the map attached as Exhibit A; and

- F. The Parties are authorized to perform the functions described in this Agreement by article 20 of title 29, part 1 of article 28 of title 30, part 1 of article 12 of title 31, and parts 2 and 3 of article 23 of title 31, C.R.S.; and
- G. The Parties desire to enter into this Agreement to plan for land uses in a mutually binding and enforceable comprehensive development plan.

## **DEFINITIONS**

**The City.** The area within the current municipal boundaries of the City of Longmont, as depicted on Exhibit A.

**Longmont Annexation Boundary or LAB.** The LAB, depicted on Exhibit A, is based on the Longmont Planning Area established, Envision Longmont. The County agrees not to purchase lands for open space preservation within the LAB, subject to the terms of this agreement.

**Potential Annexation Area or PAA.** The PAA includes those areas within the LAB, as depicted on Exhibit A, that are currently not in the City. Within the PAA, Longmont may annex parcels and the County agrees not to purchase lands for open space preservation, subject to the terms of this Agreement.

**Rural Preservation Area or RPA.** The lands outside the Longmont Annexation Boundary in unincorporated Boulder County, are considered the Rural Preservation Area (RPA). The City may not annex lands within the RPA. The City or the County may purchase lands for open space preservation, subject to the terms of this Agreement.

**Coordinated Planning Area or CPA.** The CPA, as depicted on Exhibit B is Longmont's urban growth area in Weld County that is subject to the City's Comprehensive Planning Intergovernmental Agreement with Weld County.

## **AGREEMENT**

### **1. Longmont Planning Area Comprehensive Development Plan**

This Agreement, including Exhibit A, is adopted to set forth the Longmont Planning Area ("LPA") Comprehensive Development Plan as that term is used in § 29-20-105(2)(a), C.R.S. The LPA constitutes the City, LAB, PAA and the RPA. The Agreement also governs the Parties' use of lands and procedures within the LPA.

### **2. Potential Annexation Area (PAA).**

- (a) The PAA is in the County's regulatory jurisdiction but may be annexed to Longmont in the future. With its approval and adoption of this Agreement, the Board of County

Commissioners for Boulder County determines that a community of interest exists between lands in the PAA and Longmont.

- (b) In Boulder County, Longmont agrees that it may annex only lands within the PAA and Longmont agrees that it will not annex lands outside the PAA.
- (c) The County agrees that it will not make any acquisitions for open space inside the PAA, LAB or CPA, except for lands subject to existing or prior approval for such acquisitions from Longmont.
- (d) Longmont agrees that the PAA cannot expand within Boulder County except by disconnection, which is the movement of property out of the municipal jurisdiction returning it to county jurisdiction.
- (e) Longmont will make prompt written referral to the County of any application for annexation or development of any parcel in the PAA and of any amendment to the Longmont Comprehensive Plan affecting such parcels. The County will submit responses to referrals as soon as feasible.
- (f) Changes to the PAA may be made by mutual agreement of the parties pursuant to Section 6.

### **3. Rural Preservation Area (RPA).**

- (a) Land outside the Longmont Annexation Boundary, as depicted on Exhibit A, is defined as the Rural Preservation Area (RPA).
- (b) The Parties agree that lands outside the Longmont Annexation Boundary will remain in the County's regulatory jurisdiction for the term of this Agreement, unless changed by mutual agreement of the parties.
- (c) Lands in the Rural Preservation Area within Boulder County may be acquired by either Party for open space preservation.
- (d) With its approval and adoption of this Agreement, Longmont determines that there is no community of interest between the RPA and Longmont during the term of this Agreement, and Longmont will not annex lands in the RPA.
- (e) Longmont certifies that it is not currently pursuing annexations within the RPA.

- (f) Changes to the RPA may be made by mutual agreement of the parties pursuant to Section 6.

#### **4. Special Provisions.**

- (a) The Parties intend this Agreement be the sole jointly adopted comprehensive development plan related to County conservation easement lands in the PAA. Longmont agrees that it will only annex lands in the PAA over which the County owns a conservation easement if:
  - (1) Permitted by the Conservation Easement and the owner of the property that is subject to a county-held Conservation Easement wishes to annex solely for providing utilities and services to the subject property; or
  - (2) The Conservation Easement includes terms for the release of the easement and the County agrees to release the conservation easement, unless the easement automatically terminates upon annexation by its terms.
- (b) The County will refer any discretionary development applications in the PAA, and any amendment to the Boulder County Comprehensive Plan affecting such parcels, to the City.
- (c) The County and the City agree to utilize an intergovernmental agreement, when such an agreement can be reached, in lieu of the County 1041 review process when such process would be applicable to City utility and infrastructure projects, such as the expansion of the Nelson-Flanders Water Treatment Facility.
- (d) The City and the County recognize that addressing housing affordability is a regional concern and agree to continue to participate in the Regional Housing Partnership and work collaboratively along with other jurisdictions to address this issue.
- (e) Annexation and subsequent redevelopment of the nonoperational sugar factory site, located in the PAA at the northwest corner of Ken Pratt Boulevard and 119<sup>th</sup> Street, is a priority for the City of Longmont and Boulder County. If remediation of the existing environmental hazards at the site must occur prior to annexation, the County agrees to use its best efforts to expedite any required approvals or permits, which may include grading and demolition permits.
- (f) County zoning of unincorporated areas within the PAA are in need of reconsideration given the changes that have occurred in the years since it was adopted. The County agrees to reevaluate and consider rezoning of these areas to ensure the zoning is consistent with existing development patterns and the goals of the City of Longmont and the Boulder County Comprehensive Plan.

- (g) The City agrees that County enclaves within the PAA should be brought into the City to ensure adequate facilities and services are provided and to ensure that any future development is consistent with the goals and policies of the City.

## **5. Implementation Procedures**

The Parties agree to take all necessary steps to adopt procedures, plans, policies, and ordinances or conduct other proceedings necessary to implement and enforce this Agreement. In doing so, each Party will give the other sufficient advance notice to enable the other Party to comment on the planned action if so desired.

## **6. Amendments**

This Agreement contains the entire agreement between the Parties. Any annexation, property acquisition, or land use or development that does not comply with this Agreement is prohibited without an amendment to the Agreement agreed to by the Parties. Amendment of the Agreement requires approval by resolution or ordinance and adoption by the governing body of both Parties after notice and hearing as required by law. No action inconsistent with this Agreement may be taken by any Party before this Agreement is amended as required in this Section.

## **7. Non-severability**

If any portion of this Agreement is held by a court in a final, non-appealable decision to be per se invalid or unenforceable as to any Party, the entire Agreement shall be terminated, the Parties understanding and intending that every portion of the Agreement is essential to and not severable from the remainder.

## **8. Beneficiaries**

The Parties, in their corporate and representative governmental capacities are the beneficiaries of this Agreement.

## **9. Enforcement**

Any one or more of the Parties may enforce this Agreement by any legal or equitable means, including specific performance, declaratory and injunctive relief. No other person or entity will have the right to enforce the provisions of this Agreement.

## **10. Indemnification**

Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this IGA. By agreeing to this provision, neither Party waives or intends to waive, as to any person not a

party to the IGA, the limitations on liability that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

### **11. Governing Law and Venue**

This Agreement will be governed by Colorado law, and venue for any dispute involving the Agreement will be exclusively in Boulder County.

### **12. Term and Effective Date**

This Agreement will become effective when signed by authorized representatives of the governing bodies of each of the Parties. Unless otherwise stated in this Agreement, the Agreement shall remain in effect for a period of 20 years from the effective date unless terminated earlier by written agreement of the Parties pursuant to terms of this Agreement or extended as provided below.

At 10 years after the current effective date, the effective date of the Agreement will automatically update to that date 10 years after the previous effective date. In order to avoid automatic extension, a Party must hold a duly noticed public hearing at least 90 days before the date 10 years after the current effective date and make such determination. The current effective date will then remain in place. Notices of the hearing and subsequent Party action must be provided to the other Party.

### **13. Party Representatives**

Referrals and notices required by this Agreement will be made to the following:

For Boulder County:

Director, Community Planning & Permitting Department  
PO Box 471  
Boulder, CO 80306

For Longmont:

Director of Planning and Development Services  
Development Services Center  
385 Kimbark St.  
Longmont, CO 80501

Changes of name or address for Party representatives will be made in writing, mailed as stated in this Section 13.

THIS AGREEMENT made and entered into as of the latest date set forth below.

CITY OF LONGMONT

DocuSigned by:  
By: Joan Peck  
61A53AA1F9B1453...  
Mayor

Attest:

DocuSigned by:  
[Signature]  
4657F252EE6E4GC...  
City Clerk

Approved as to form:

DocuSigned by:  
[Signature]  
6EAEB2947FB24AA...  
Assistant City Attorney

Approved as to form and substance:

DocuSigned by:  
[Signature]  
7B3ABE4F848D45A...  
Originating Department

BOULDER COUNTY  
BY ITS BOARD OF COUNTY COMMISSIONERS

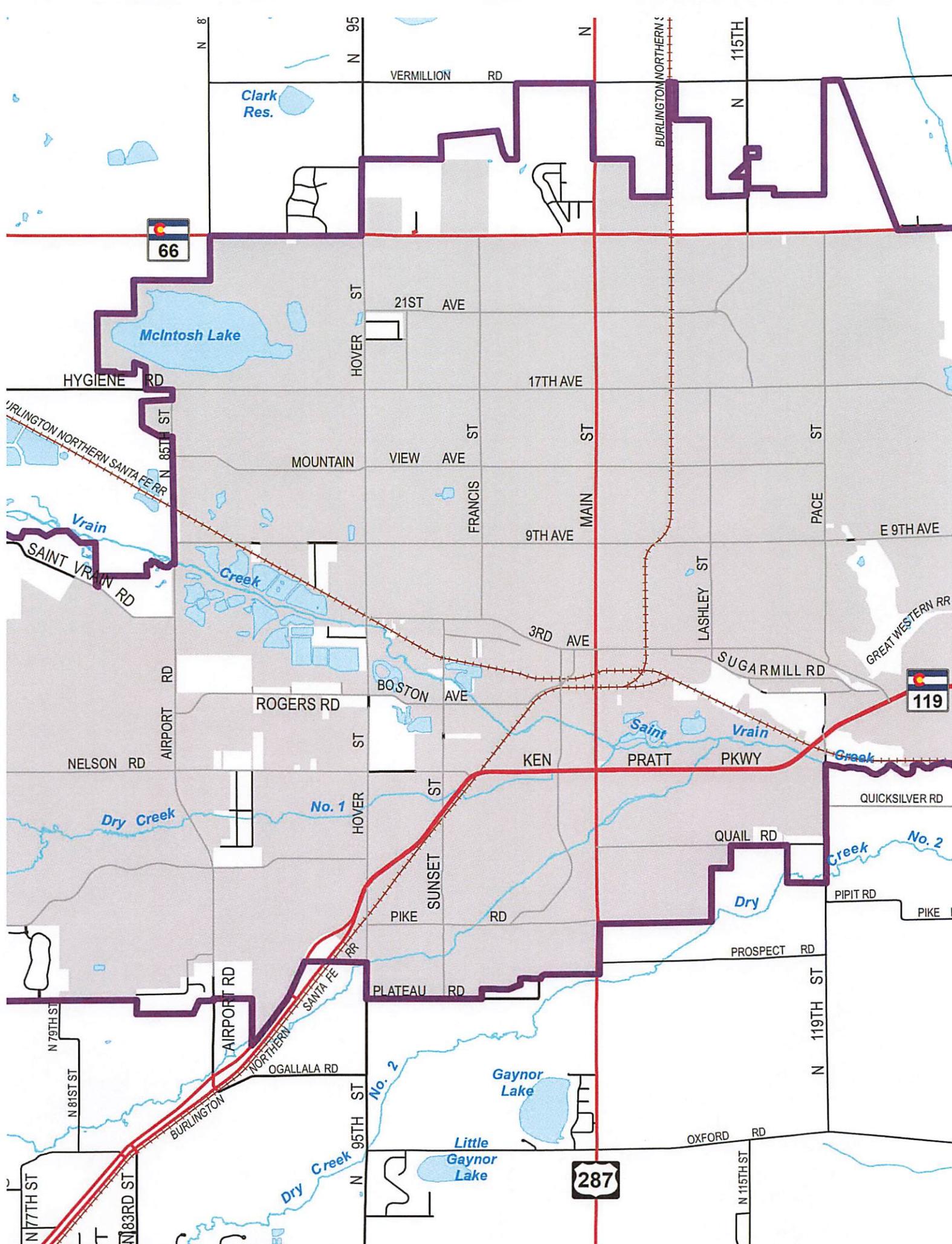
By: Ashley Stolzmann  
Chair  
April 22, 2024

Attest:

Matthew Ramos  
Clerk to the Board  
April 22, 2024

Approved as to form:

Ben Pearlman  
County Attorney  
April 22, 2024



66

119

287

Clark Res.

McIntosh Lake

HYGIENE RD

Vrain Creek

MOUNTAIN VIEW AVE

21ST AVE

17TH AVE

9TH AVE

3RD AVE

ROGERS RD

BOSTON AVE

KEN PRATT PKWY

NELSON RD

Dry Creek

No. 1

QUAIL RD

Creek No. 2

Gaynor Lake

Little Gaynor Lake

AIRPORT RD

PLATEAU RD

PROSPECT RD

OXFORD RD

VERMILLION RD

HOVER ST

VIEW AVE

FRANCIS ST

MAIN ST

LASHLEY ST

SUGARMILL RD

GREAT WESTERN RD

QUICKSILVER RD

PIPET RD

PIKE I

N 77TH ST

N 81ST ST

N 83RD ST

AIRPORT RD

N 85TH ST

N 95TH ST

N 95TH ST

N 119TH ST

N 115TH ST

N 8

N 95

N

BURLINGTON NORTHERN SANTA FE RR

N 115TH

BURLINGTON NORTHERN SANTA FE RR

BURLINGTON NORTHERN SANTA FE RR

