

Littleton Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement, herein referred to as the "Agreement" or "IGA", 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 Littleton, a Colorado municipal corporation, hereinafter referred to as the "City".

RECITALS AND PURPOSE

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

WHEREAS, pursuant to Article 20, Title 29, 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

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

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 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

WHEREAS, the County and City have defined an area of mutual interest in which they desire to do joint planning, the boundaries of which are delineated on Exhibit A attached hereto and incorporated herein ("Chatfield Activity Area"); and

WHEREAS, it is in the best interests of the citizens of Jefferson County that the future growth in the Chatfield Activity 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 the City agree:

1. CHATFIELD ACTIVITY AREA COMPREHENSIVE DEVELOPMENT PLAN

1.1 That the Board of County Commissioners of the County and the City Council of the City shall adopt, after notice and hearing, a Comprehensive Development Plan for the Chatfield Activity Area (the "CDP"). The adoption of the CDP by the County and City does

not constitute a development plan or zoning, rezoning or platting of the property within the Chatfield Activity Area. The CDP shall be mutually enforceable and binding on the County and City for any property within Chatfield Activity Area which is rezoned by the County or zoned or rezoned by the City after the effective date of this Agreement.

1.2 That any rezoning, master plans, zoning plans, ordinances or regulations, subdivision regulations, development regulations or other land use regulations 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, ordinances or regulations apply to any property within the Chatfield Activity Area.

1.3 The County and City agree that they shall within one year of the effective date of this Agreement review the IGA and CDP and review whether the CDP should be revised or other property should be included in the CDP. The City and County agree to meet and make a good faith effort to adopt a comprehensive development plan for any area within unincorporated Jefferson County outside of the Chatfield Activity Area for which the City intends to annex for at least a period of 90 days, not including time necessary to comply with notice and hearing provisions of Article 20 of Title 29 Colorado Revised Statutes, prior to such annexation(s) except annexations as provided in paragraph 2.5 herein. If no

comprehensive development plan is adopted, the City agrees to comply with the South Jefferson County Community Plan (the "SJCCP") adopted by Jefferson County in all zoning and other land use decisions relating to properties annexed by Littleton in said South Jefferson County Community Plan Area unless there is a specific written finding of substantial changed conditions in the particular area since July 20, 1988. "Compliance with the SJCCP" shall not include granting exceptions, modifications or amendments to the Plan. Except by mutual agreement, neither Party shall modify or amend the SJCCP for any portion of the South Jefferson County Community Plan Area as described in the SJCCP which is south of Ken Caryl Avenue and east of the hogback.

1.4 If any property within the Chatfield Activity Area is annexed and zoned or rezoned after the effective date 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 and development plan permit approvals for such property ("Land Use Decisions"). To the extent provisions of any master plan adopted by the County or City conflict with the CDP for the Chatfield Activity Area the CDP shall control. The County and City shall study the need for adoption of uniform code regulations for the Chatfield Activity Area and, if appropriate, provide for adoption of uniform

regulations by separate agreement.

1.5 If the CDP is silent as to a particular land use matter, existing local land use regulations within the appropriate jurisdiction shall control.

1.6 That the limitations, restrictions, standards and all other provisions of the CDP shall continue to control within the Chatfield Activity Area, even if jurisdiction over that area is transferred from the County to the City or from the City to the County.

1.7 That the CDP may be rescinded only upon mutual agreement or amended only upon mutual agreement and adoption 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.

1.8 For all Land Use Decisions governed by the CDP as provided in paragraph 1.4 the party having jurisdiction shall within 3 working days after final acceptance of rezoning applications; preliminary, final or corrected plat submittals; and/or development plans or building permit applications for new construction only (excluding all permits for other activities including but not limited to remodelling, demolition, etc.) refer said applications and submittals to the other jurisdiction, either the County or the City, as appropriate.

1.8.1 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 as follows:
rezoning or preliminary plat within thirty (30) days; final
plat, corrected plat, or development plan within twenty-one
(21) days; and building permit applications within three (3)
working days.

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

1.8.3 The planning directors shall, within fifteen (15)
days [two (2) working days for building permit applications]
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 fifteen (15) day period [two (2)
working days for building permit applications].

1.8.4 No final public hearing shall be held or final
decision shall be made as to any matter under review
pursuant to section 1.8.2 until such time as the
recommendation required in Section 1.8.3 has been provided or
the time period set forth in Section 1.8.3 has lapsed.

1.9 If the County rezones or plats property within the Chatfield
Activity 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.

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

1.9.2 If the 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 the City agree otherwise. All such final inspections and issuances of Certificates of Occupancy shall be binding upon the City.

1.9.3 The County agrees that it will not establish a vested property right, as provided by Article 68 of Title 24 of the Colorado Revised Statutes, for any property within the Chatfield Activity Area for a duration of more than three years, nor shall the County authorize any extension beyond three years once a vested property right is established unless agreed by the County and City.

1.10 Any proposed subdivision improvement agreements or similar documents shall be referred to the other jurisdiction at least

five days prior to execution by the entity having jurisdiction.

2. ANNEXATION

2.1 To the extent permitted by Colorado Revised Statutes, the City shall annex all properties for which they receive a petition for annexation within the Chatfield Activity Area. The County shall not challenge annexations within the Chatfield Activity Area if the annexations are in conformance with the CDP and the terms of this Agreement. Moreover, in order to assure annexation of parcels within the Chatfield Activity Area, the County will not object to annexations of rights-of-way necessary to provide contiguity as required by Section 31-12-104(1)(a), Colorado Revised Statutes, as amended. The City shall annex all public or private rights of way, streets or alleys, all transportation rights of way or areas, all lakes, reservoirs, streams, or other natural or artificial waterways or public lands except county-owned Open Space which is within or abuts the boundaries of the area being annexed and the City shall not artificially delete a strip of property or divide property to avoid annexation of rights of way, public or private rights of way, streets or alleys, transportation rights of way or areas, lakes, reservoirs, streams, other natural or artificial waterways or public lands.

2.2 To the extent permitted by Colorado Revised Statutes, the City shall annex any unincorporated property that is an enclave within the Chatfield Activity Area as that term is defined in

Section 31-12-106, Colorado Revised Statutes, as amended.

2.3 Any annexation agreement or any other agreement between the City and any property owner within the Chatfield Activity Area shall conform with the CDP.

2.4 For any property annexed by the City within the Chatfield Activity 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 timely zoning referral to the County as required by Section 1.8 which includes the following: the Petition for Annexation, a map of the area to be annexed that described the boundaries of all municipalities within one mile of the area to be annexed, a copy of any annexation agreement in final form, and all information on the rezoning proposal to permit the County to evaluate conformance with the CDP.

2.5 The City may annex any property owned by the Corp of Engineers or the City and County of Denver west of Highway 121 and east of the Chatfield Activity Area without adopting a CDP for the area so long as the area is zoned for golf course or recreational purposes or continues existing uses.

2.6 The City agrees that all proposed annexations outside of an area in Jefferson County governed by a CDP mutually adopted by the City and the County or the area identified in paragraph 2.5 shall have not less than one sixth of the perimeter of the area proposed

to be annexed contiguous with the existing municipal boundary. The "perimeter of the area proposed to be annexed" shall include the measurement of the perimeter of all the land annexed including any platted street or alley, public or private right-of-way, public or private transportation right-of-way, or lake, reservoir, stream, or other natural or artificial waterway ("ROW") proposed to be annexed. The City agrees it will not annex a parcel of land comprised solely of ROW (whether as a single annexation or an annexation accomplished simultaneously with the annexation of other parcels).

3. DETACHMENT OF LOT 19

The City represents that if it annexes Lot 19, Block 6, Herrick-Dale Subdivision, in the County of Jefferson ("Lot 19"), its Council has full authority under state law and its charter to detach Lot 19 by ordinance within ninety (90) days after the effective date of the annexation ordinance as set forth in Section 31-12-113, C.R.S., as amended. The City agrees that it shall disconnect Lot 19 within ninety (90) days after the effective date of the annexation ordinance.

4. SERVICES

4.1 The County shall not be obligated to construct any road improvements within the Chatfield Activity Area.

4.2 To the extent permitted by law and if the City provides competent evidence at a public hearing that it can provide

adequate service within a reasonable time and a comparable basis, as well as evidence pertaining to the criteria set forth in Section 32-1-203, Colorado Revised Statutes, the City or County, as appropriate, shall not approve service plans for new special districts which cause unnecessary proliferation of special districts or duplication of services within the area covered by the CDP.

5. ENFORCEMENT

5.1 The parties shall have a right to an action for specific performance or injunctive relief. An action for damages shall not be a permissible remedy.

5.2 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.

5.3 This agreement is not intended to and shall not be construed so as to create any rights in any third party.

6. GENERAL PROVISIONS

6.1 Notices and Referrals

Notices or referrals shall be deemed to have been given when received by 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.

If to the County: Chairman, Board of County Commissioners
Jefferson County Courthouse
1700 Arapahoe Street
Golden, Colorado 80419-0001

Jefferson County Attorney
Jefferson County Courthouse
1700 Arapahoe Street
Golden, Colorado 80419-0001

If to the City: City Manager
City of Littleton
2255 West Berry Avenue
Littleton, Colorado 80165

6.2 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 1.1, 1.2, 1.4, 1.6 or 2.3 are found to be invalid, in which event the entire Agreement shall be void.

6.3 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.

6.4 Assignment

This Agreement shall not be assignable.

6.5 Binding Effect

This Agreement shall inure to the benefit of, and be binding upon, the parties.

6.6 Waiver of Breach

A waiver by any party to this Agreement of 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.

6.7 Effective Dates

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

6.8 Term

This Agreement shall remain in effect until 15 years after the annexation by the City of all property within the Chatfield Activity Area unless otherwise agreed in writing by the County and City.

6.9 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.

7. 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: *J.P. Stone*
Title: Chairman of the Board of County Commissioners

ATTEST:

APPROVED AS TO FORM:

By: *Dorothy A. Gordon*
Title: Clerk to the Board of
County Commissioners

By: *Wayne B. [Signature]*
Title: Assistant County
Attorney

DATE: *March 14, 1991*

CITY OF LITTLETON, A COLORADO MUNICIPAL CORPORATION

By: *Susan M. Robertson*
Title:

ATTEST:

APPROVED AS TO FORM:

By: *Jarvis K. [Signature]*
Title: City Clerk

By: *Larry B. [Signature]*
Title: City Attorney

DATE: *3-5-91*