

INTERGOVERNMENTAL AGREEMENT
(Regarding Cooperation on Managing Urban Development)

THIS AGREEMENT is made and entered into this 24th day of June, 2008, *nunc pro tunc* October 17, 2006, 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," and THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, hereinafter referred to as the "City".

RECITALS

WHEREAS, continued growth in the Fort Collins area suggests that coordination between the county and City can result in better management of development; 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 space and natural areas; and

WHEREAS, concentrating urban development in areas designated for such development affords greater efficiency in the delivery of such services as water, storm water, and 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 future services will be provided and urban development will be permitted; and

WHEREAS, pursuant to Title 29, Article 20, Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has found and declared that in order to provide for planned and orderly development within Colorado and a balancing of the basic human needs of a changing population with legitimate environmental concerns, the policy of the State of Colorado is to clarify and provide broad authority to local governments to plan for and regulate the use of land within their respective jurisdictions; and

WHEREAS, pursuant to Title 29, Article 20, Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has designated certain powers to local governments, among them the power to regulate the location of activities and developments which may result in significant changes in population density, the power to provide for phased development of services and facilities, the power to regulate the use of land on the basis of the impact thereof on the community or surrounding areas, and the power to otherwise plan for and regulate the use of land so as to provide planned and orderly use of land and protection of the environment in a manner consistent with constitutional rights; and

WHEREAS, pursuant to said Title 29, Article 20, 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 but not limited to the joint exercise of planning, zoning, subdivision, building, and related regulations; and

WHEREAS, it is in the best interests of the citizens of Larimer County and the City of Fort Collins for the County and the City to enter into an intergovernmental agreement for the purposes of implementing their respective master plans, establishing effective means of joint planning and management of urbanization within their jurisdictions, assuring that urban development occurs only as urban level facilities and services are able to be provided, assuring that urban development that occurs in the unincorporated portion of Larimer County in the vicinity of the City of Fort Collins is annexed to the City as soon as possible, providing effective means for the appropriate maintenance of public improvements intended to serve urban development, and assuring that urban development in the vicinity of the City of Fort Collins does not negatively impact road and storm drainage systems in unincorporated Larimer County, or appropriately mitigates those negative impacts; and

WHEREAS, the agreements and understandings set forth below will promote increased coordination between the City and County and result in better management and control of urban level development in the Fort Collins area.

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

1. Growth Management Area Established. The parties agree that the Fort Collins Growth Management Area (GMA) is contained within the boundaries identified in Exhibit "1" attached hereto. The parties acknowledge that the County has adopted the GMA as an overlay zoning district pursuant to Section 4.2 of the Larimer County Land Use Code. The GMA, and the areas inside the city limits of the City represent the areas that the County and City agree are appropriate for urban development with urban levels of public services and facilities. Except for areas that are contained within the incorporated limits of the City itself, areas outside the GMA are not appropriate for urban development and will not be provided public services and facilities at urban levels.
2. Final Authority. The City agrees that after review of development proposals by the Larimer County Planning Commission and the recommendation for approval, approval with conditions, or disapproval is forwarded to the Larimer County Board of County Commissioners, the final authority regarding approval or disapproval of development proposals shall rest with the Board of County Commissioners.
3. Comprehensive Plans for the GMA. The County agrees to use the City's Comprehensive Plan as a guideline for development inside the GMA. The City's Comprehensive Plan includes any plans for land use, parks, transportation, drainage, natural resources or other elements deemed necessary by the City to act as a guideline for development inside the GMA. The City agrees to make its Comprehensive Plan specific enough to give clear guidance through maps and text to the County and property owners and developers as to the types, densities and intensities of land use acceptable to the City on any given parcel of land in the GMA.

The City shall forward to the County for recommendations any proposed revisions to the City's Comprehensive Plan for areas within the GMA at least thirty-five (35) days prior to final action by the City. The City shall notify the County of any revisions it ultimately adopts within ten (10) days of adoption.

4. Development Regulations. The City acknowledges that the County has adopted certain land use regulations to implement the prior Intergovernmental Agreement for the GMA entered into between the parties on May 5, 1998. These regulations are contained in the Larimer County Land Use Code at Section 4.2.1 (Growth Management Area Overlay Zone District), Section 8.9.11 (Large Retail Establishments), and the Technical Supplement (Larimer County Development Standards for the Fossil Creek Reservoir Area in the Fort Collins GMA and Definitions) (hereinafter "the GMA regulations"). The City acknowledges and agrees that the County through exercise of its legislative authority and discretion may amend these GMA regulations from time to time.

Notwithstanding the foregoing, the County acknowledges that its adoption of the above referenced GMA regulations in their current form was a substantial inducement and consideration for the City's entering into this Agreement and the prior May 5, 1998 Intergovernmental Agreement. The County agrees, therefore, that it shall not legislatively amend or fail to follow the GMA regulations and any subsequently adopted agreed upon GMA regulations until it has first referred such proposed amendment or action to the City for its recommendation. The City shall provide its written recommendation to the County within ninety (90) days of receipt of the referral for legislative amendments and within thirty (30) days of receipt of the referral for other actions, unless the parties mutually agree upon a longer or shorter time period. In determining whether or not to adopt the proposed amendment or action, the Board of County Commissioners shall give great weight to the recommendation of the City and the extent to which the proposed amendment or action promotes or impairs the purposes of this Agreement, and the various components (elements) of the City's Comprehensive Plan.

In the event the County legislatively amends or fails to follow the current or subsequently adopted agreed upon GMA regulations without the City's approval, the City Council may elect to exercise any or all of the following remedies:

A. Terminate this Intergovernmental Agreement upon giving sixty (60) days advance notice to the County.

B. Refuse to annex any lands or specific parcels of land into the City.

C. Cease to maintain any public infrastructure improvements which the City has theretofore agreed to maintain under Section 9 of this Agreement.

D. Cease to enforce or attempt to enforce reimbursement agreements for the benefit of the County.

E. Cease to collect (and remit to the County) funds as may be levied by the City for county-wide/regional improvements, including, without limitation, regional impact fees.

These remedies shall not apply to those occasions when the County modifies such GMA regulations under the provisions and criteria for "Modification of Standards" as contained in the Land Use Code.

5. Applications for Development Within the GMA Zoning District.

A. Except as provided in Section 6(B) of this Agreement, the County agrees it will not accept any development application, as defined in Section 4.2.1(B) of the Larimer County Land Use Code, for property which has any contiguity to the City limits and, thus, can be made eligible for voluntary annexation to the City whether through a series of annexations or otherwise. The owner of such property shall instead be required, prior to development, to seek annexation to the City. The County also will not accept a development application for any property in the GMA which was part of a parcel eligible for annexation as of December 18, 2000, but which is no longer eligible because of subsequent land divisions resulting in a break in contiguity, except land divisions created by court order from probate, dissolution of marriage or eminent domain proceedings.

B. The County may accept development applications for lands located within any area that is part of a "receiving area" established through an adopted subarea plan for any Larimer County Transferable Density Units Program. At such time as the County requires a landowner in a receiving area to request annexation to the City, the City will process the annexation petition such that the annexation, if approved by the City, will be completed within thirty-five (35) days following the County's approval of the final plat.

C. If the City denies an annexation petition required to be submitted to it pursuant to Section 6(A), the County may accept the application and process and rule on it in accordance with the Larimer County Land Use Code, unless the City has denied the annexation petition because it contained conditions deemed by the City to be unacceptable, in which case the County will not accept the application. If a property owner whose annexation petition was denied by the City because of unacceptable conditions contained in the annexation petition contends that the resulting inability to develop his or her property in either the City or the County constitutes an unlawful taking, the City and County shall make available to such property owner the takings determination process contained in the City's Land Use Code, which process shall be administered by the City but shall be modified to include both the County Manager and City Manager (or their designees) as the decision makers. If a review of the property owner's claim under the takings determination process results in a determination by either the City Manager or the County Manager that denial of the annexation petition, coupled with the inability to develop the property under the County's jurisdiction, would constitute an unlawful taking of the property owner's property, the County shall thereafter accept the application and process and rule on it in accordance with the Larimer County land use regulations.

D. The County and City agree that appeals, interpretations and variances from zoning provisions of the GMA District which are applied at the building permit stage shall be forwarded to the Larimer County Board of Adjustment as provided for in the Larimer County Land Use Code.

E. The County agrees that it shall refer to the City for review and comment all development applications, as defined in Section 6(A), for properties located within the GMA. The City shall advise the County whether or not the proposed development complies with the City's Comprehensive Plan and the GMA regulations in the Larimer County Land Use Code. The City shall provide its comments to the County in writing within the time required for county referrals established by State Law. Except to the extent that the City notifies the County through its written comments that the development does not comply with the standards, the County may assume that the proposed development complies with all applicable standards and the County shall have no responsibility to further review the proposed development for compliance with the standards.

6. Development Outside of the GMA. The County agrees to use the Larimer County Master Plan as a guideline for development outside the GMA. The County shall forward subsequent revisions to the Master Plan to the City for recommendations at least thirty-five (35) days prior to final action by the County. The County shall notify the City of any such revisions that it ultimately adopts within ten (10) days of adoption.

7. Annexations.

A. It is the City's intent to annex properties within the GMA as expeditiously as possible consistent with the terms of this Agreement. Except as provided in Section 8(B), the City agrees to consider the annexation of any parcel or parcels of land located within the GMA which are eligible for voluntary annexation pursuant to the provisions of Title 31, Article 12 Colorado Revised Statutes.

B. To the extent permitted by law, and except for properties located within the GMA boundary lying south of County Road 32, the City agrees it will not annex property south of County Road 32 (also known as the "Fort Collins/Loveland Corridor") or any property within the portion of the Fossil Creek Reservoir Area Plan which is located east of County Road 11 (Timberline Road) and South of County Road 36 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.

C. The City agrees to annex all County Road rights-of-way, easements, etc., adjacent to a voluntary annexation in accordance with Title 31, Article 12 Colorado Revised Statutes; provided, however, that the City may decline to annex such County roads and rights-of-way if annexation of such roads and rights-of-way would impede future annexations anticipated by the City to be accomplished by the use of a "flagpole" configuration or if such County road is primarily used by County development. In the event the City declines to annex any such roads or rights-of-way, it shall provide a written explanation in the annexation impact reports provided to the County outlining the City's reasons for not annexing such roads or rights-of-way.

D. The City agrees to pursue involuntary annexation of any parcel that becomes eligible for involuntary annexation.

E. The City agrees to pursue annexation of any parcel whose owner has signed an annexation agreement.

F. The County agrees that the City, in its sole discretion, (except as provided in Section 8(B) of this agreement) may annex outside the Fort Collins GMA. The City agrees that proposed annexations outside the GMA will be sent by certified mail to the Board of County Commissioners for review and comment at least thirty-five (35) days prior to the scheduled public hearing on the annexation before the City Council.

G. The County agrees to require a binding agreement for future annexation in the form attached as Exhibit 2 as a condition of approval of any development application requiring approval by the Larimer County Board of Commissioners, which is located within the GMA but is not, at the time of development approval, eligible for voluntary annexation to the City.

8. Improvements to and Maintenance of Public Facilities. The County agrees to require development proposals within the GMA to make improvements to County roads consistent with the Larimer County Urban Road Standards for the GMA which, to the extent reasonably feasible (as this term is defined in the Fort Collins Land Use Code), will be consistent with the multi-modal and level of service standards for road improvements required by the City inside the City limits. The City agrees to provide routine maintenance and inspection of such public infrastructure improvements (whether on or off the development site) which, but for the design requirements established in the Larimer County Land Use Code for large retail establishments and for the Fossil Creek Area, would not otherwise have been required by Larimer County Urban Standards. (Examples of such improvements may include transit facilities, bicycle lanes, or parkway/median landscaping.)

The City agrees to apply its Off-Site Street Improvements Policy to any development within the City limits which has an identifiable impact on the County road system which may require the developer to make certain improvements to County roads outside the City limits. If improvements are to be made to County roads outside the City limits, the City agrees to send plans of said improvements to the Larimer County Planning Department and Larimer County Public Works Department for review and comment. The City also agrees to provide routine maintenance and inspection of all such public infrastructure improvements (whether on or off the development site) which, but for the design requirements established in the Larimer County Land Use Code for large retail establishments and for the Fossil Creek Area, would not have been required by Larimer County Urban Standards. (Examples of such improvements may include transit facilities, bicycle lanes, or parkway/median landscaping.)

9. Collection of a Park Fee for the GMA Zoning District. The County shall collect a community and neighborhood park fee-in-lieu-of-land dedication from all residential development located within the GMA at the time of issuance of applicable building permits. The County shall remit this fee to the City to be used to benefit residents of the area where it is collected.

10. Collection of a Drainage Basin Fee for the GMA Zoning District. Pursuant to Title 30, Article 28, Section 133 (11), Colorado Revised Statutes and Section 9.2.4 (Imposition of Drainage/Storm Water Facility Fees, of the Larimer County Land Use Code), the County shall collect a drainage fee at the time of issuance of applicable building permits for improvements on lands located within the GMA in the same amount as the basin fee collected by the City of Fort Collins within the City limits. Such fee shall be used for Drainage Capital Improvements within the basin from which the fee was collected. Drainage improvements shall be consistent with the current Drainage Basin Master Plans and project scheduling shall be mutually agreed upon by the City and County. The drainage fee shall be reviewed annually by the County and any needed modifications shall be made to Section 9.2.4 of the Larimer County Land Use Code.

11. Amendments to the GMA Boundary. The City and County agree that any amendments to the GMA Boundary shall be mutually agreed upon in writing by the parties. The County shall implement such amendments in accordance with the procedures and requirements for amendments to zoning district boundaries outlined in the Larimer County Land Use Code.

12. Enforcement. Both the City and County intend that this Agreement be binding upon them. Either party hereto shall be permitted to specifically enforce any provision of this agreement in a Court of competent jurisdiction.

13. Term. This Agreement shall remain in force and effect for a period of ten years from the date of its execution. Thereafter, it shall be automatically renewed for successive five year terms unless, at least six (6) months prior to its scheduled expiration, either party notifies the other party, in writing, of its decision that the Agreement not be renewed.

14. Severability. In the event either party is prevented by court order from performing or enforcing any provision of this agreement, or enforcing any regulations, both parties shall have the option of terminating this agreement upon mutual consent.

15. Prior Agreements.

A. This Agreement supersedes all prior Intergovernmental Agreements entitled "Regarding Cooperation on Managing Urban Development" between the parties to this Agreement.

B. The Intergovernmental Agreement dated August 31, 1999, entitled "Regarding Development in the Fort Collins Cooperative Planning Area Adjacent to Fossil Creek Reservoir" is hereby terminated.

LARIMER COUNTY, COLORADO

By: 
Chair, Board of County Commissioners

ATTEST:

Dee M. Cookman



APPROVED AS TO FORM:

March 3-7-08
Assistant County Attorney

THE CITY OF FORT COLLINS, COLORADO

By:

Wayne D. Huber
Mayor



ATTEST:

Kendra H. Hajicek
City Clerk

APPROVED AS TO FORM:

Paul Eder
Deputy City Attorney

EXHIBIT "2"

ANNEXATION AGREEMENT

TO THE CITY OF FORT COLLINS, COLORADO:

The undersigned owner (hereinafter referred to as "OWNER") of the property, more particularly described on Attachment "A", attached hereto, has filed an application with Larimer County under the terms of the INTERGOVERNMENTAL AGREEMENT FOR THE FORT COLLINS GROWTH MANAGEMENT AREA between Larimer County and the City of Fort Collins (hereinafter referred to as "CITY"). It is expressly understood and agreed by the undersigned OWNER that, if granted, the development approval shall be in consideration of and upon the following terms and conditions, to-wit:

1. If the property shall ever be included within the boundaries of a territory which is sought to be annexed to the CITY itself, then and in that event, the undersigned OWNER specifically agrees to consent to and join in the annexation of such territory by the CITY; and that the undersigned OWNER will comply with all of the legal requirements and conditions pertaining to the annexation of territory to the CITY. It is understood by the undersigned OWNER that the primary consideration for granting of development approval according to the terms of the INTERGOVERNMENTAL AGREEMENT FOR THE FORT COLLINS GROWTH MANAGEMENT AREA is the undersigned OWNER'S covenant and the promise to consent to the annexation of said territory to the CITY, comply with all requirements and conditions as aforesaid and sign all petitions and maps pertaining thereto. Furthermore, the undersigned does hereby empower and irrevocably authorize and appoint the City Clerk of the City of Fort Collins, Colorado, as lawful attorney-in-fact, on behalf of the undersigned, to sign any such annexation petitions and maps thereby binding the undersigned, to all of the terms and provisions of said petitions and maps for all intents and purposes as if the undersigned had signed said petitions and maps. This power of attorney shall not be affected by the disability of the principal. This appointment shall not preclude the City from undertaking any other available action, which may be necessary to enforce the provisions of this Agreement. Notwithstanding the limitation set forth in Section 31-12-107(8) C.R.S. 1973, OWNER hereby waives the five (5) year limitation of such power of attorney as contained therein and agrees that this power of attorney shall be valid for a term of 20 years from the date of this Agreement, unless a court of competent jurisdiction determines that the provisions of Section 31-12-107(8) C.R.S. 1973 cannot be waived or modified by the OWNER, in which event this power of attorney shall be valid for a term of five (5) years from the date of this Agreement.

2. That all terms and conditions herein set forth shall extend to and be binding upon the heirs, assigns or successors in interest of the undersigned OWNER and be considered as a covenant running with the land described in Attachment "A". Further, it is agreed that, in accepting title to the property described in Attachment "A", or any part thereof, any grantee, heir, assignee or successor in interest to the undersigned OWNER expressly agrees to be bound by the terms hereof, including, but not limited to, the appointment of the City Clerk as attorney-in-fact for the purposes set forth in Paragraph (1) above.

3. That this agreement shall be recorded pursuant to the provisions of Colorado Statutes; and that the CITY may undertake any action legally available to enforce the provisions hereof. In the event the CITY is required to undertake any action to enforce the terms hereof, the undersigned OWNER and his heirs, successors and assigns agree that the CITY may recover from the owner of said property its reasonable expenses, including attorney fees, incurred with respect to such action.

4. That, if any section, sections or provisions of this agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other sections or provisions of this agreement if they can be given effect without the invalid section, sections or provisions.

5. That the following grammatical rules shall apply to this agreement: any gender includes the other genders; the singular number includes the plural and vice versa; words used in the present tense include the past and future tenses and vice versa, unless manifestly inapplicable; and the words shall be constructed according to context and approved usage of language.

IN WITNESS WHEREOF the applicant has hereunto set his hand and seal this ____ day of _____, 20__.

OWNER

OWNER

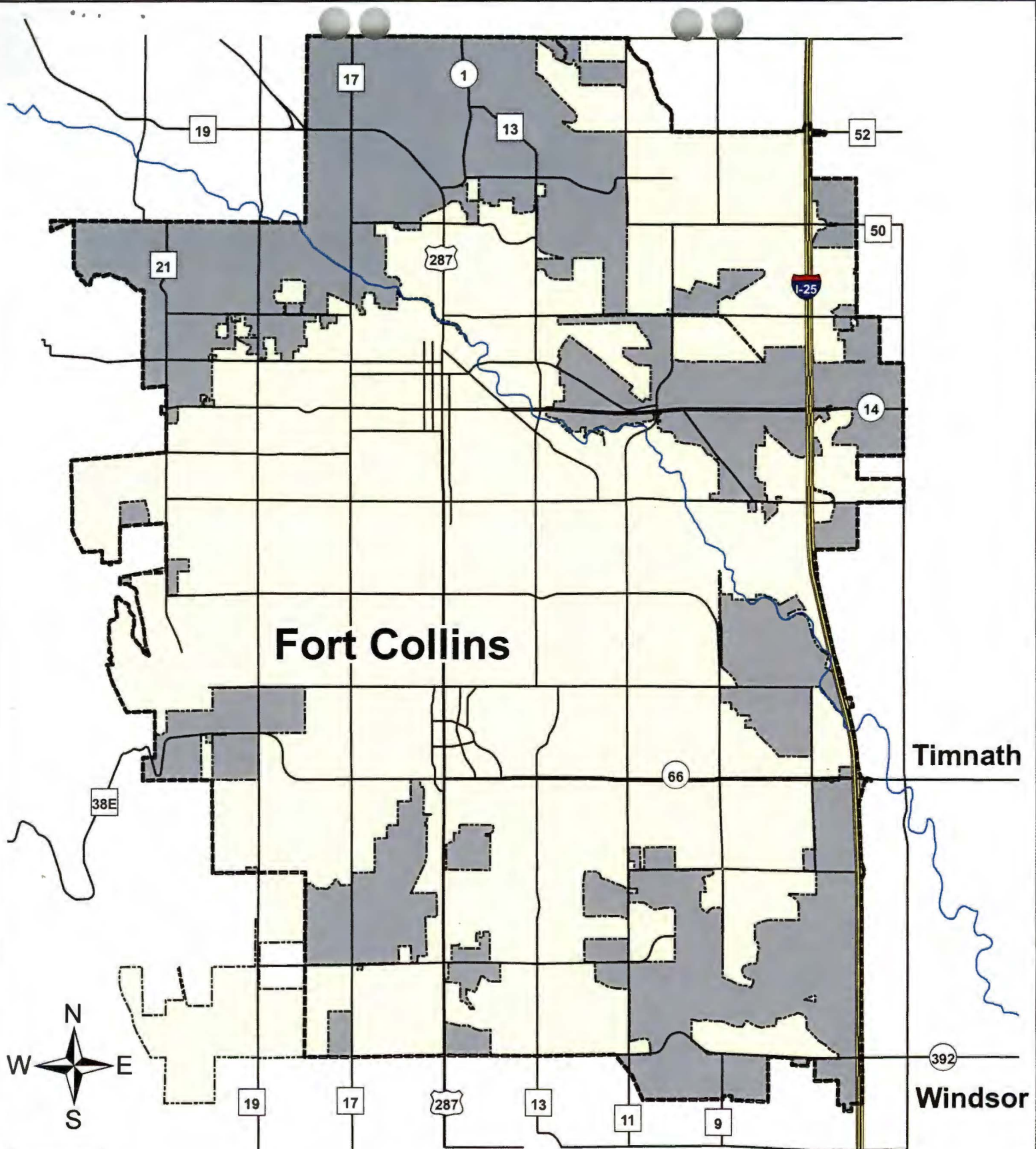
STATE OF COLORADO)
)ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20__, by .
_____.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public



Legend

- Growth Management Boundary
- Growth Management Area
- City Limits
- Poudre River

Updated: October 2, 2008

Fort Collins Growth Management Area (GMA)



**AMENDMENT NUMBER ONE TO INTERGOVERNMENTAL AGREEMENT
(Regarding Cooperation on Annexation, Growth Management and Related Issues)**

THIS AMENDMENT NUMBER ONE TO INTERGOVERNMENTAL AGREEMENT (“Amendment”) is made and entered into this 16 day of Jan, 2017 by and between LARIMER COUNTY, COLORADO, a body politic organized under and existing by virtue of the laws of the State of Colorado (“County”) and THE CITY OF FORT COLLINS, COLORADO, a Colorado home rule municipal corporation (“City”).

RECITALS

WHEREAS, pursuant to Resolution 2006-107, the City entered into that certain Intergovernmental Agreement regarding Cooperation on Managing Urban Development dated June 24, 2008 (the “Fort Collins-County IGA”) with Larimer County, Colorado (the “County”); and

WHEREAS, among other matters, the Fort Collins-County IGA establishes the boundaries of the Fort Collins Growth Management Area (“Fort Collins GMA”), representing areas that the County and City agree are appropriate for urban development with urban levels of public services and facilities; and

WHEREAS, the County has adopted the Fort Collins GMA as an overlay zoning district pursuant to Section 4.2 of the Larimer County Land Use Code to address standards for urban development with urban levels of public services and facilities for such areas; and

WHEREAS, pursuant to Paragraph 11 of the Fort Collins-County IGA, the City and County have agreed that any amendments to the Fort Collins GMA shall be mutually agreed upon in writing by the parties and that the County shall implement such amendments pursuant to the procedures and requirements for amendments to zoning district boundaries set forth in the Larimer County Land Use Code; and

WHEREAS, the City and the Town of Timnath, Colorado (“Town”) are parties to that certain Seventh Amendment to Intergovernmental Agreement (Regarding Cooperation on Annexation, Growth Management and Related Issues) dated October 28, 2014 (the “Fort Collins-Timnath IGA”); and

WHEREAS, among other matters, the Fort Collins –Timnath IGA, calls for adjustment of the Fort Collins GMA as set forth therein, effective upon approval of the County; and

WHEREAS, the City and the County wish to adjust the Fort Collins GMA boundaries as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That Section 1 of the Fort Collins-County IGA is hereby amended by deleting Exhibit "1" attached thereto, setting forth the boundaries of the Fort Collins GMA, in its entirety and substituting Exhibit 1 attached to this Amendment in lieu thereof.
2. That as of the date of this Amendment, the City and County agree that the boundaries of the Fort Collins GMA shall be as set forth on Exhibit 1 attached to this Amendment and the County shall implement such amendment of the Fort Collins GMA pursuant to the procedures and requirements for amendments to zoning district boundaries set forth in the Larimer County Land Use Code.
3. That Exhibit "2" is attached hereto for the purpose of illustrating the modifications of the Fort Collins GMA as agreed upon with Timnath in the Fort-Collins-Timnath IGA.
4. That except as expressly modified by this Amendment, the Fort Collins-County IGA shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the day and year first written above.

CITY OF FORT COLLINS, COLORADO



By: 
Mayor

ATTEST:


City Clerk

Approved as to form:


Sr. Assistant City Attorney

LARIMER COUNTY, COLORADO

By: [Signature]
Chair, Board of County Commissioners



ATTEST:

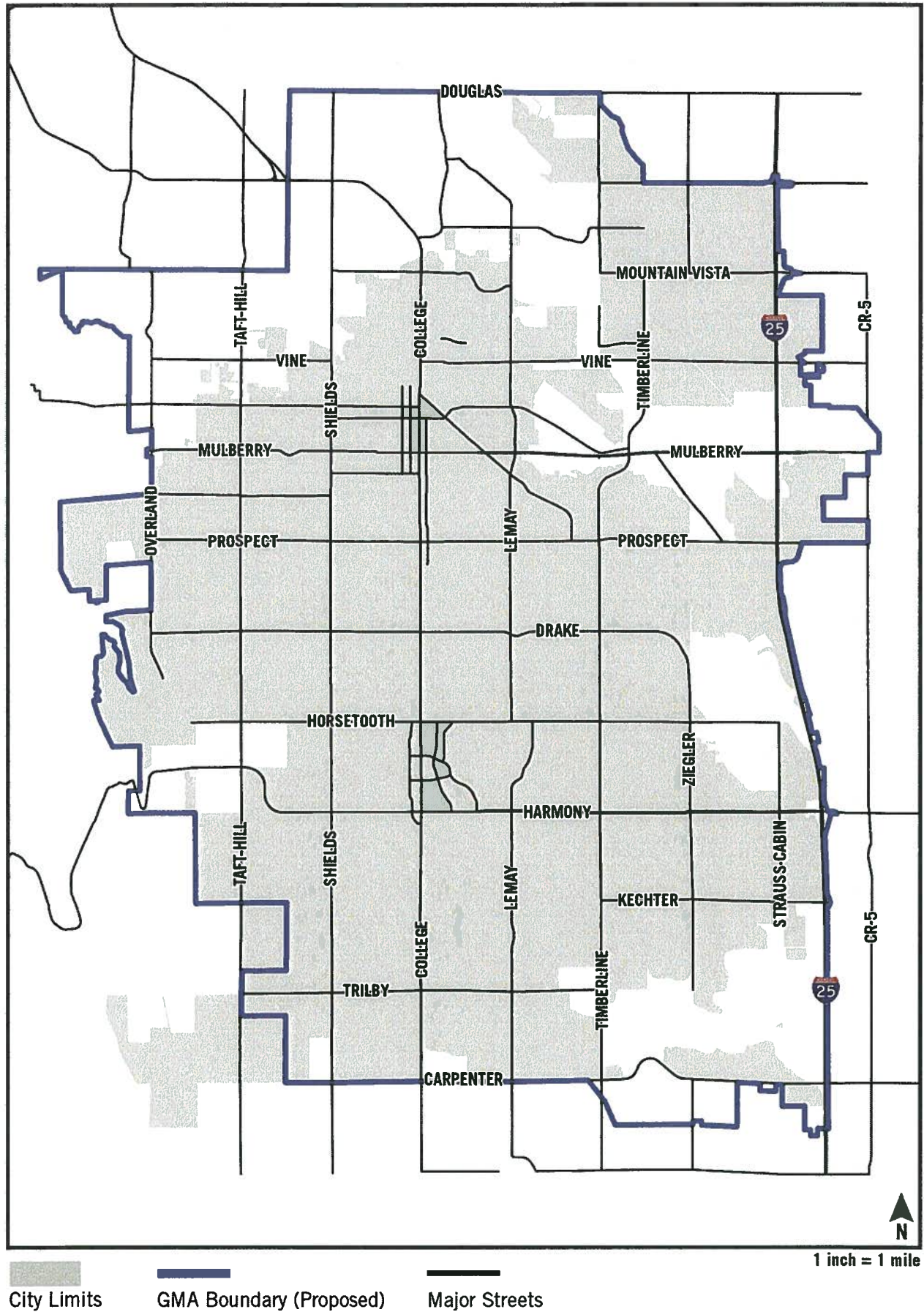
[Signature]

Approved as to form:

[Signature] 12 20 16
County Attorney

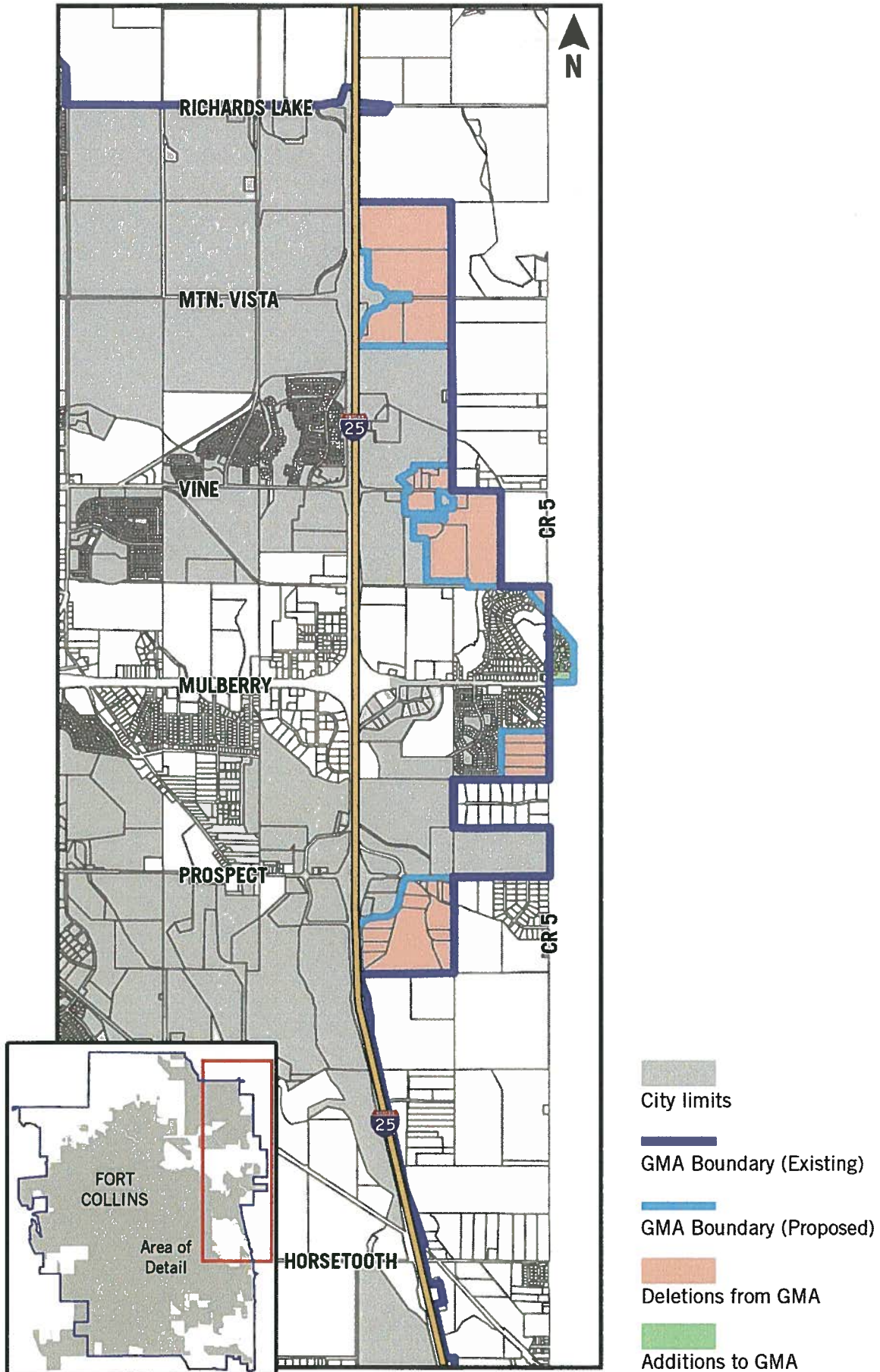
Amended Fort Collins Growth Management Area

December, 2016



Fort Collins Growth Management Area - Changes

December, 2016



RECEPTION #20200011096, 2/19/2020 10:40:40 AM, 1 of 6,
Angela Myers, Clerk & Recorder, Larimer County, CO

**AMENDMENT NUMBER TWO TO INTERGOVERNMENTAL AGREEMENT
(Regarding Cooperation on Annexation, Growth Management and Related Issues)**

THIS AMENDMENT NUMBER TWO TO INTERGOVERNMENTAL AGREEMENT ("Amendment Number Two") is made and entered into this 4th day of February, ~~2019~~ 2020 by and between LARIMER COUNTY, COLORADO, a body politic organized under and existing by virtue of the laws of the State of Colorado ("County") and THE CITY OF FORT COLLINS, COLORADO, a Colorado home rule municipal corporation ("City").

RECITALS

WHEREAS, pursuant to Resolution 2006-107, the City entered into that certain Intergovernmental Agreement regarding Cooperation on Managing Urban Development dated June 24, 2008, (the "Fort Collins-County IGA") with Larimer County, Colorado (the "County"); and

WHEREAS, Amendment Number One to the Fort Collins-County IGA dated January 16, 2017, ("Amendment Number One") was adopted to adjust the Fort Collins Growth Management Area; and

WHEREAS, the County and City desire to further amend the Fort Collins-County IGA to eliminate references to the Transfer of Density Units Program and to correct certain references to the Larimer County Land Use Code and references internal to the Fort Collins-County IGA as set forth in this Amendment Number Two.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That Section 4 of the Fort Collins-County IGA is hereby replaced in its entirety by the following:

4. Development Regulations. The City acknowledges that the County has adopted certain land use regulations to implement the prior Intergovernmental Agreement for the GMA entered into between the parties on May 5, 1998. These regulations are contained in the Larimer County Land Use Code at Section 4.2.1 (Growth Management Area Overlay Zone District) and Section 8.18 (Large Retail Development). The City acknowledges and agrees that the County through exercise of its legislative authority and discretion may amend these GMA regulations from time to time.

Notwithstanding the foregoing, the County acknowledges that its adoption of the above referenced GMA regulations in their current form was a substantial inducement and consideration for the City's entering into this Agreement and the prior May 5, 1998, Intergovernmental Agreement. The County agrees, therefore, that it shall not legislatively amend or fail to follow the GMA regulations and any subsequently adopted agreed upon GMA regulations until it has first referred such proposed amendment or action to the City for its

RECEPTION #20200011096, 2/19/2020 10:40:40 AM, 2 of 6,
Angela Myers, Clerk & Recorder, Larimer County, CO

recommendation. The City shall provide its written recommendation to the County within ninety (90) days of receipt of the referral for legislative amendments and within thirty (30) days of receipt of the referral for other actions, unless the parties mutually agree upon a longer or shorter time period. In determining whether or not to adopt the proposed amendment or action, the Board of County Commissioners shall give great weight to the recommendation of the City and the extent to which the proposed amendment or action promotes or impairs the purposes of this Agreement, and the various components (elements) of the City's Comprehensive Plan.

In the event the County legislatively amends or fails to follow the current or subsequently adopted agreed upon GMA regulations without the City's approval, the City Council may elect to exercise any or all of the following remedies:

- A. Terminate this Intergovernmental Agreement upon giving sixty (60) days advance notice to the County.
- B. Refuse to annex any lands or specific parcels of land into the City.
- C. Cease to maintain any public infrastructure improvements which the City has theretofore agreed to maintain under Section 8 of this Agreement.
- D. Cease to enforce or attempt to enforce reimbursement agreements for the benefit of the County.
- E. Cease to collect (and remit to the County) funds as may be levied by the City for county-wide/regional improvements, including, without limitation, regional impact fees.

These remedies shall not apply to those occasions when the County modifies such GMA regulations under the provisions and criteria for "Modification of Standards" as contained in the Land Use Code.

2. That Section 5 shall be replaced in its entirety by the following:

5. Applications for Development Within the GMA Zoning District.

A. The County agrees it will not accept any development application, as defined in Section 4.2.1.D. of the Larimer County Land Use Code, for property which has any contiguity to the City limits and, thus, can be made eligible for voluntary annexation to the City whether through a series of annexations or otherwise. The owner of such property shall instead be required, prior to development, to seek annexation to the City. The County also will not accept a development application for any property in the GMA which was part of a parcel eligible for annexation as of December 18, 2000, but which is no longer eligible because of subsequent land divisions resulting in a break in contiguity, except land divisions created by court order from probate, dissolution of marriage or eminent domain proceedings.

RECEPTION #20200011096, 2/19/2020 10:40:40 AM, 3 of 6,
Angela Myers, Clerk & Recorder, Larimer County, CO

B. If the City denies an annexation petition required to be submitted to it pursuant to above Subsection 5.A., the County may accept the application and process and rule on it in accordance with the Larimer County Land Use Code, unless the City has denied the annexation petition because it contained conditions deemed by the City to be unacceptable, in which case the County will not accept the application. If a property owner whose annexation petition was denied by the City because of unacceptable conditions contained in the annexation petition contends that the resulting inability to develop his or her property in either the City or the County constitutes an unlawful taking, the City and County shall make available to such property owner the takings determination process contained in the City's Land Use Code, which process shall be administered by the City but shall be modified to include both the County Manager and City Manager (or their designees) as the decision makers. If a review of the property owner's claim under the takings determination process results in a determination by either the City Manager or the County Manager that denial of the annexation petition, coupled with the inability to develop the property under the County's jurisdiction, would constitute an unlawful taking of the property owner's property, the County shall thereafter accept the application and process and rule on it in accordance with the Larimer County land use regulations.

C. The County and City agree that appeals, interpretations and variances from zoning provisions of the GMA District which are applied at the building permit stage shall be forwarded to the Larimer County Board of Adjustment as provided for in the Larimer County Land Use Code.

D. The County agrees that it shall refer to the City for review and comment all development applications, as defined in above Subsection 5.A., for properties located within the GMA. The City shall advise the County whether or not the proposed development complies with the City's Comprehensive Plan and the GMA regulations in the Larimer County Land Use Code. The City shall provide its comments to the County in writing within the time required for county referrals established by State Law. Except to the extent that the City notifies the County through its written comments that the development does not comply with the standards, the County may assume that the proposed development complies with all applicable standards and the County shall have no responsibility to further review the proposed development for compliance with the standards.

3. That Section 7 shall be replaced in its entirety by the following:

7. Annexations.

A. It is the City's intent to annex properties within the GMA as expeditiously as possible consistent with the terms of this Agreement. Except as provided in below Subsection 7.B., the City agrees to consider the annexation of any parcel or parcels of land located within the GMA which are eligible for voluntary annexation pursuant to the provisions of Title 31, Article 12 Colorado Revised Statutes.

B. To the extent permitted by law, and except for properties located within the GMA boundary lying south of County Road 32, the City agrees it will not

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Angela Myers, Clerk & Recorder, Larimer County, CO

annex property south of County Road 32 (also known as the "Fort Collins/Loveland Corridor") 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.

C. The City agrees to annex all County Road rights-of-way, easements, etc., adjacent to a voluntary annexation in accordance with Title 31, Article 12 Colorado Revised Statutes; provided, however, that the City may decline to annex such County roads and rights-of-way if annexation of such roads and rights-of-way would impede future annexations anticipated by the City to be accomplished by the use of a "flagpole" configuration or if such County road is primarily used by County development. In the event the City declines to annex any such roads or rights-of-way, it shall provide a written explanation in the annexation impact reports provided to the County outlining the City's reasons for not annexing such roads or rights-of-way.

D. The City agrees to pursue involuntary annexation of any parcel that becomes eligible for involuntary annexation.

E. The City agrees to pursue annexation of any parcel whose owner has signed an annexation agreement.

F. The County agrees that the City, in its sole discretion, (except as provided in above Subsection 7.B. of this Agreement) may annex outside the Fort Collins GMA. The City agrees that proposed annexations outside the GMA will be sent by certified mail to the Board of County Commissioners for review and comment at least thirty-five (35) days prior to the scheduled public hearing on the annexation before the City Council.

G. The County agrees to require a binding agreement for future annexation in the form attached as Exhibit 2 as a condition of approval of any development application requiring approval by the Larimer County Board of Commissioners, which is located within the GMA but is not, at the time of development approval, eligible for voluntary annexation to the City.

4. That Section 8 shall be replaced in its entirety by the following:

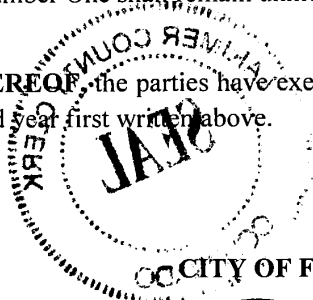
8. Improvements to and Maintenance of Public Facilities. The County agrees to require development proposals within the GMA to make improvements to County roads consistent with the Larimer County Urban Road Standards for the GMA which, to the extent reasonably feasible (as this term is defined in the Fort Collins Land Use Code), will be consistent with the multi modal and level of service standards for road improvements required by the City inside the City limits. The City agrees to provide routine maintenance and inspection of such public infrastructure improvements (whether on or off the development site) which, but for the design requirements established in Larimer County Land Use Code Section 8.18 for large retail development, would not otherwise have been required by Larimer County Urban Standards. (Examples of such improvements may include transit facilities, bicycle lanes, or parkway/median landscaping.)

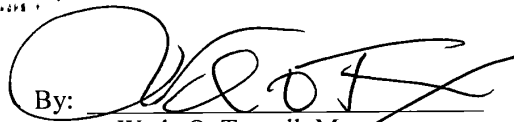
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Angela Myers, Clerk & Recorder, Larimer County, CO

The City agrees to apply its Off-Site Street Improvements Policy to any development within the City limits which has an identifiable impact on the County road system which may require the developer to make certain improvements to County roads outside the City limits. If improvements are to be made to County roads outside the City limits, the City agrees to send plans of said improvements to the Larimer County Planning Department and Larimer County Public Works Department for review and comment. The City also agrees to provide routine maintenance and inspection of all such public infrastructure improvements (whether on or off the development site) which, but for the design requirements established in Larimer County Land Use Code Section 8.18 for large retail development, would not have been required by Larimer County Urban Standards. (Examples of such improvements may include transit facilities, bicycle lanes, or parkway/median landscaping.)

5. That except as expressly modified by this Amendment Number Two, the Fort Collins-County IGA and Amendment Number One shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF the parties have executed this Amendment Number Two to be effective as of the day and year first written above.



By: 
Wade O. Troxell, Mayor

ATTEST:


City Clerk



Approved as to form:


Assistant City Attorney

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Angela Myers, Clerk & Recorder, Larimer County, CO

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LARIMER COUNTY, COLORADO

By: Steve Johnson
Chair, Board of County Commissioners

ATTEST:

Elizabeth Heister

Approved as to form:

Angela Myers
County Attorney

