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## ARTICLE I

### Platteville Plan

#### Sec. 19-1-10. Introduction.

This Interim Coordinated Planning Agreement is made and entered into effective as of March 12, 1996, between the Board of County Commissioners of the County of Weld, State of Colorado, hereinafter called the "COUNTY," and the Town of Platteville, a Colorado Municipal corporation, hereinafter called the "TOWN."

#### Sec. 19-1-20. Recitals.

A. The COUNTY exercises governmental authority regulating land use, growth and development in its unincorporated areas, which areas include lands surrounding the TOWN; and

B. The TOWN exercises governmental authority over the same matters within its municipal boundaries, and annexations, and is able to provide municipal services and facilities for efficient and desirable urban development; and

C. In Title 29, Article 20, C.R.S., the General Assembly of the State has granted broad authority to local governments to plan for and regulate the development and use of land within their respective jurisdictions; and

D. In said Title 29, Article 20, C.R.S., the General Assembly has further authorized and encouraged local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by the joint and coordinated exercise of planning, zoning, subdivisions, building and related regulatory powers; and

E. Existing and anticipated pressures for growth and development in areas surrounding the TOWN indicate that the joint and coordinated exercise by the COUNTY and the TOWN of their respective planning, zoning, subdivision, building and related regulatory powers in such areas will best promote the objectives stated in this agreement.

#### Sec. 19-1-30. Purposes and objectives.

The purpose of this Agreement is to establish procedures and standards pursuant to which the parties will move toward greater coordination in the exercise of their land use and related regulatory powers within unincorporated areas surrounding the Town. The objectives of such efforts are to accomplish the type of development in such areas which best protects the health, safety, prosperity and general welfare of

the inhabitants thereof by reducing the waste of physical, financial and human resources which result from either excessive congestion or excessive scattering of population, and to achieve maximum efficiency and economy in the process of development.

**Sec. 19-1-40. Definitions.**

For the purposes of this Agreement, the following terms shall be defined as set forth herein:

*Development.* Any land use requiring regulatory approval by elected officials, except for amended plats, and down-zoning.

*Non-Urban Development.* Land uses which typically do not require municipal services, such as central water and sewer systems, road networks, park and recreation services, storm drainage and the like, and which are generally considered to be rural in nature, expressly including land used or capable of being used for agricultural production.

*Platteville Planning Area.* The area located outside of but within three (3) miles of the TOWN's municipal boundaries.

*Urban Development.* Development which is characterized by development density typical to urbanized areas and requires for its support services such as central water and sewer systems, road networks, park and recreation facilities and programs, storm drainage and other similar services which are typically furnished by municipalities. *Urban Development* does not include residential areas being planned for individual lots or parcels whose net acreage meets or exceeds two and one-half (2½) acres.

The *Urban Growth Area* is hereby established and shall consist of all lands in Sections 7, 18, 19 (except that portion of Section 19 west of the east bank of the South Platte River) and the N½ of Section 30 (except that portion of the N½ of Section 30 in the intermediate regional floodplain as shown on the Weld County Flood Hazard Overlay District Zoning maps, Panel 0802660860C), in Township 3 North, Range 66 West of the 6th P.M., and Sections 12, 13 and 24 (except that portion of Section 24 west of the east bank of the South Platte River), in Township 3 North, Range 67 West of the 6th P.M., all in Weld County, Colorado, excepting those lands located within the Town's municipal boundaries. (See Appendix 19-A)

**Sec. 19-1-50. Development of Plan.**

A. Promptly upon the execution of this Agreement, the parties will begin good faith negotiations to develop a comprehensive development plan authorized by Section 29-20-105, C.R.S., and herein called the "Plan." Such Plan will govern all land use decisions in the Platteville Planning Area and will contain *inter alia* (1) specific land use standards for the Urban Growth Area as defined in Section 19-1-40 above; (2) procedures for COUNTY coordination with the TOWN in its review and approval process for proposed Development in the Platteville Planning Area; and (3) procedures and guidelines relating to the annexation of lands within the Platteville Planning Area, all for the achievement of the purposes stated in Section 19-1-30 above.

B. It is anticipated that land use regulations applicable to the Urban Growth Area will include without limitation regulations addressing the phasing of development, zoning and subdivision regulations, environmental and landscaping controls, development impact fees, specifications for the design and construction of public improvements, and requirements regarding the extension of streets, storm drainage and TOWN water and sewer utility systems.

C. The parties intend to develop the Plan in sufficient time for its adoption by both of them not later than September 1, 1996. Concurrently with such adoption, the parties will amend their respective land use and other regulations in such particulars as will authorize and enable each of them to achieve the purposes, intent and effect of the Plan, and to administer and enforce the same within their respective jurisdictions.

**Sec. 19-1-60. Interim planning coordination.**

This Agreement is intended to be an interim Comprehensive Development Plan adopted and implemented pursuant to Section 29-20-105(2), C.R.S. Following the execution of this Agreement by both parties, COUNTY Development approvals in the Platteville Planning Area will be processed and determined in accordance with the following:

A. Referral. The COUNTY will refer all proposals for Development to the TOWN for its review and recommendation. Such referral will include at least a copy of the written Development proposal and preliminary COUNTY staff summary of the case. The COUNTY will allow not less than twenty-one (21) days for the TOWN to review the same and furnish its recommendations to COUNTY staff prior to formulation of the COUNTY staff recommendation. If the TOWN does not respond within such time, COUNTY staff may proceed with its recommendation, but any TOWN comments or recommendation received on or before the Thursday next preceding the meeting of the Board of County Commissioners or Planning Commission at which the matter will be considered will be transmitted to the Board or Commission. If the TOWN submits no comment or recommendation, the COUNTY may assume it has no objection to the proposal. If the TOWN submits recommendations, the COUNTY will either include within its written decision the reasons for any action taken contrary to the same or furnish such reasons to the TOWN by a separate writing.

B. Development outside Urban Growth Area. To the extent legally possible, the COUNTY will disapprove proposals for Urban Development in areas of the Platteville Planning Area outside the Urban Growth Area. In reviewing proposals for Non-Urban Development in such areas, the COUNTY will apply its Comprehensive Plan and zoning and subdivision ordinances. This Section shall not require disapproval of a recorded exemption solely because the smaller parcel is less than two and one-half (2½) acres in size.

C. Development in Urban Growth Area. The following shall apply to proposed Development in the Urban Growth Area:

1. Upon receipt of any proposal for Development of property then currently eligible for voluntary annexation to the TOWN, the COUNTY will, in writing, notify the proponent of the opportunity for annexation and notify the TOWN of the proposal.

2. An essential purpose of this Agreement is to ensure that Urban Development occur only within Town limits or in areas which will be annexed to the TOWN in the near future. Therefore, as a condition of approval of any rezoning, use by special review for commercial or industrial uses pursuant to Section 31.4.18 of the Weld County Zoning Ordinance #89 (renumbered as Section 23-3-40 of this Code), contained in Appendix 19-B, planned unit development, or subdivision, the COUNTY will require a binding annexation agreement between the applicant and the TOWN which requires the owners to annex the property to the TOWN upon the terms and conditions stated in the Agreement. No such agreement shall be required in the case of a recorded exemption or subdivision exemption or a use by special review for oil and gas wells.

3. The TOWN will extend its sanitary sewer service to property in the Urban Growth Area, subject to its rules and regulations, which include provisions requiring a written contract for extraterritorial service and the construction of new mains and other facilities necessary to serve the property with costs assessed in accordance with the TOWN'S rules and regulations. The TOWN agrees to give notice of any proposed change in said rules and regulations to the COUNTY twenty-one (21) days prior to adoption.

4. The TOWN provides municipal water service to property within its boundaries, subject to its rules and regulations, which contain provisions similar to those indicated above for sewer service. Water furnished by the TOWN is received from Central Weld County Water District ("Central Weld") under a Water Service Agreement dated April 14, 1994. All TOWN service is subject to the said contract which, *inter alia*, prohibits the TOWN from serving outside its boundaries or outside the boundaries of the Northern Colorado Water Conservancy District. Water service is currently available directly from Central Weld in portions of the Urban Growth Area, subject to Central Weld's rules and regulations. Contemporaneously with the development of the Plan, the TOWN will negotiate in good faith with Central Weld to explore ways in which the extension of water service outside TOWN boundaries, particularly in areas not presently included in Central Weld, can be coordinated so as to achieve the purposes stated in Section 19-1-30 above while still recognizing the rights and obligations of Central Weld and its constituents.

5. In recognition of the availability of public water and sewer service within the Urban Growth Area as indicated in Subparagraphs 3 and 4 above, the COUNTY will require public water and sewer service as a condition of approval of any subdivision, rezoning or planned unit development and will not approve such Development until the applicant obtains a written contract for the same with the TOWN, or water service from Central Weld if the TOWN cannot provide water. This Agreement shall be *prima facie* evidence of the availability of municipal water and sewer service within the meaning of Section 32-1-203(2.5)(a), C.R.S.

6. The COUNTY will not grant any waiver of current TOWN street standards for any Development without the consent of the TOWN.

7. To the extent legally possible, as determined by the COUNTY, the COUNTY will deny proposals for Non-Urban Development in the Urban Growth Area. Nothing in this Subsection shall restrict the COUNTY from approving, by means of a process such as recorded exemption or subdivision exemption, the isolated partition or division of ownership parcels located in the Urban Growth Area having existing residential improvements served by septic systems, regardless of the size of resulting lots. Nevertheless, the COUNTY will not permit such a concentration of such divisions in any particular area as will frustrate or materially hinder the evolution of genuine Urban Development, as defined in Section 19-1-40 of this Agreement, in the Urban Growth Area.

8. If any TOWN recommendation of disapproval of a Development proposal is based upon a conflict or incompatibility between proposed uses in the Development and anticipated TOWN zoning classification for the property, the COUNTY will not approve the same unless the applicant demonstrates: a) that no such conflict or incompatibility will reasonably occur; b) that suitable mitigation measures to be imposed by the COUNTY as conditions of approval will eliminate or adequately mitigate adverse consequences of incompatibility or conflict; or c) that the TOWN's anticipated zoning classification of the property is unreasonable because of existing or planned uses of adjacent property. The Town shall be given notice of and may appear and be heard at any hearing or other proceeding at which the COUNTY will consider such issues.

9. The parties anticipate that Subparagraphs 6 through 8 above will be addressed in more detail when the Plan is adopted.

D. Mutuality of impact consideration. In considering proposals for Development near or adjacent to the TOWN's boundaries, the party having jurisdiction, will consider the impacts of the Development upon property subject to the jurisdiction of the other party on the same basis as it would consider those impacts upon property subject to its jurisdiction in determining compatibility with existing and planned land uses in the vicinity of the proposal.

E. Referrals to County. The TOWN will refer proposals for Development which lie within five hundred (500) feet of any property in unincorporated Weld County to the COUNTY for its review and recommendation. Such referral will include at least a copy of the written Development proposal. The TOWN will allow not less than twenty-one (21) days for the COUNTY to review the same and furnish its recommendations to the TOWN. If the COUNTY submits no comment or recommendation, the TOWN may assume it has no objection to the proposal. If the COUNTY submits recommendations, the TOWN will either include within its written decision the reasons for any action taken contrary to the same or furnish such reasons to the COUNTY by a separate writing. Where the Development is proposed as part of an annexation, the provisions of this Section shall be deemed satisfied by compliance by the TOWN with the Notice and impact statement provisions of the most current version of the Municipal Annexation Act then in effect. If any COUNTY recommendation of disapproval of a Development proposal within five hundred (500) feet of any property in unincorporated Weld County is based upon a conflict or incompatibility between proposed uses in the Development and existing or anticipated zoning classification for the property, the TOWN will not approve the same unless the applicant demonstrates: a) that no such conflict or incompatibility will reasonably occur; b) that suitable mitigation measures to be imposed by the TOWN as conditions of approval will eliminate or adequately mitigate adverse consequences of incompatibility or conflict; or c) that the TOWN's anticipated zoning classification of the property is unreasonable because of existing or planned uses of adjacent property. The COUNTY shall be given notice of and may appear and be heard at any hearing or other proceeding at which the TOWN will consider such issues.

#### **Sec. 19-1-70. Annexation.**

A. The TOWN will give serious consideration to all petitions for annexation of lands within the Urban Growth Area and will not decline to annex such properties except for good cause. For the purposes of this Section, good cause includes without limitation the following: (1) the extension of one (1) or more municipal services to the area would place an unreasonable economic burden on the existing users of such services or upon the future residents or owners of property in the area itself; or (2) the area is not reasonably contiguous in fact to the Town's existing boundaries and its annexation would result in disconnected municipal satellites.

B. The Town will not annex properties located outside the Urban Growth Area unless such property is both eligible for annexation and is desired by the TOWN for municipal purposes.

C. To the extent legally possible, the TOWN will annex the full width of each COUNTY road right-of-way adjacent to newly annexed property unless such road serves primarily COUNTY properties rather than existing or newly annexed TOWN properties, in which case the TOWN will annex none of such COUNTY road right-of-way.

D. Notwithstanding any provision hereof to the contrary, the TOWN is not obligated to annex any property within a Development approved by the existing or anticipated zoning classification for

COUNTY after the execution of this Agreement by both parties which does not conform to the County Urban Growth Standards, unless a waiver or modification of such standards was granted by the COUNTY and approved by the TOWN.

E. Nothing in this Section shall be construed to limit the TOWN from annexing any land within the Urban Growth Area, regardless of whether such annexations are involuntary or result in disconnected municipal satellites.

F. In determining off-site improvements to be constructed by proponents of in-TOWN development, the TOWN will consider identifiable impacts on the COUNTY road system resulting from such Development on the same basis as in-TOWN impacts.

**Sec. 19-1-80. Development fees.**

As part of any plan, the parties will establish a schedule of development fees to be assessed both in those portions of the Platteville Planning Area which it is expected will be annexed to the Town, and those areas thereof which will remain within the COUNTY. The parties will avoid duplication of development fees to be assessed to property within the Urban Growth Area.

**Sec. 19-1-90. Implementation of agreement.**

Following the mutual execution of this Agreement, each party will promptly enact and implement such amendments to its existing land use or annexation regulations as may be necessary to give effect to the provisions of Sections 19-1-60 through 19-1-80 above. Each party shall have sole and exclusive discretion to determine such measures and any new ones enabling it to perform this Agreement. Each party's land use regulations as referred to herein are ordinances whose amendment requires certain formalities, including notice and public hearings. The mutual covenants in this Section and elsewhere to implement this Agreement promptly are given and received with mutual recognition and understanding of the legislative processes involved, and such covenants will be liberally construed in light thereof.

**Sec. 19-1-100. Miscellaneous provisions.**

A Severability. Should any one or more sections or paragraphs of this Agreement be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intention being that the various sections and paragraphs are severable.

B. Enforcement. Either party may seek specific performance or enforcement of this Agreement in a Court of competent jurisdiction, but neither party shall have any claim or remedy for damages arising from an alleged breach hereof against the other, nor shall this agreement confer on either part standing to contest a land use decision or action of the other except as a breach of this agreement. This Agreement is not intended to modify the standing the parties may possess independent of this agreement. This Agreement is between the TOWN and the COUNTY and no third party rights or beneficiaries exist or are created hereby.

C. Termination. This Agreement will continue in effect until the Plan is developed and implemented by both parties. Notwithstanding the foregoing, however, either party may terminate this Agreement by giving written notice thereof to the other.