



**Coordinated Planning Agreement  
Between The Town Of Firestone and The City Of Longmont**

This agreement ("Agreement") is made and entered into this 14<sup>th</sup> day of June, 2011 by and between the Town of Firestone ("Firestone"), a municipal corporation in the State of Colorado, and the City of Longmont ("Longmont"), a municipal corporation in the State of Colorado. Firestone and Longmont, when referring to both, are also referred to herein as the "Parties" or "Municipalities." Either Party hereto may also be referred to separately as a "Municipality" or "Party."

**1.0 Recitals**

- 1.1 Whereas, units of local government are authorized by Article 14, Section 18 of the Colorado Constitution and C.R.S. 29-1-203 to enter into intergovernmental agreements among themselves, and more specifically for the purpose of planning or regulating development of land by the Local Government Land Use Enabling Act, C.R.S. 29-20-105; and
- 1.2 Whereas, the corporate authorities of Firestone and Longmont have each adopted comprehensive/master plans; and
- 1.3 Whereas, the incorporated boundaries of Firestone and Longmont are contiguous in several locations; and
- 1.4 Whereas, in other locations, certain unincorporated property lies between Firestone and Longmont; and
- 1.5 Whereas, Firestone and Longmont state their intentions to cooperate in responsible land use and growth management to address increased needs and demands for municipal services; and
- 1.6 Whereas, Firestone and Longmont recognize the benefit of intergovernmental cooperation and the need to provide for logical corporate boundaries and areas of municipal authority between their respective municipalities; and
- 1.7 Whereas, Firestone and Longmont recognize the desirability of establishing methods of cooperation between their respective municipalities in order to plan effectively and efficiently for the orderly growth and potential development between their municipalities; and
- 1.8 Whereas, it is the intent of both Parties that by entering into this Agreement, cooperation will be promoted between the municipalities as it may relate to exchanging information regarding land use and development activities within their respective jurisdictional limits or revisions to their respective comprehensive/master plans;

Now therefore, in consideration of the recitals herein it is hereby mutually agreed by and between Firestone and Longmont as follows:

## **2.0 Union - St. Vrain Planning Area**

The area of interest where Firestone and Longmont have contiguous boundaries and unincorporated areas between the municipalities falls generally between Union Reservoir and the St. Vrain River in Weld County, Colorado. This mutual planning area shall herein be referred to as the "Union – St. Vrain Planning Area" or "Area". The Union – St. Vrain Planning Area falls entirely or partially within each municipality's comprehensive/master planning areas and is depicted on the map labeled Exhibit A.

The scope of this Agreement is limited to the Union – St. Vrain Planning Area as depicted on the map labeled Exhibit A.

## **3.0 Annexation Policy Relative to the Union - St. Vrain Planning Area**

If either Party undertakes annexation in the Union – St. Vrain Planning Area, a notice shall be sent to the other Municipality within 15 days of receipt of a substantially complete annexation petition which conforms to Colorado State Statutes relative to annexation. This requirement may be satisfied by sending to the other Municipality a copy of the petition, as received. Notice shall also be provided to the other Municipality as required by C.R.S. 31-12-108 (2) regarding setting a public hearing for the annexation's conformance to statutory requirements. The respective Parties may comment on each other's annexation plans and activities according to the public hearing process for annexations. The comments of the respective Municipalities may be to support, oppose or to make comments regarding development plans with regard to the specifics of the property and what services may need to be provided. The comments from the Party receiving notice of annexation shall be made part of the record of the annexation hearing. The comments by either Party shall be given serious consideration, but are not binding. In addition, failure to comply with the notice requirements of this section of the Agreement shall not be grounds to invalidate any annexation process of either Party, nor shall this Agreement confer any rights of review not provided for by C.R.S. 31-12-101 et seq.

## **4.0 Annexation Policy & Cooperative Matters Relative to Roads**

Should an annexation be proposed to either Municipality, the matter of annexing rights-of-way shall be an area where the Parties shall cooperate to strive for a logical and rational plan for right-of-way management and maintenance. This provision is not intended to limit either Party's authority to annex rights-of-way for annexation contiguity purposes or for compliance with C.R.S. 31-12-105 (1)(f), or to otherwise annex right-of-way in accordance with C.R.S. 31-12-101 et seq.

4.1 Longmont supports the addition of Firestone to the parties of an intergovernmental agreement with regard to access management along SH 119 from Weld County Road 1 (County Line Road) to Weld County Road 5.5.

4.2 Longmont and Firestone shall participate in an update of the June 2007 transportation analysis titled "Weld County/Longmont/Mead Subarea Analysis." The goal of the update shall be to better assess primary roadway capacity needs based on current land planning information.

4.3 Firestone acknowledges that Longmont has plans and permits allowing for the expansion of Union Reservoir that includes the relocation of Weld County Road 26 as a component of the expansion. Firestone and Longmont agree to cooperate on a road alignment and design necessary to accommodate the reservoir expansion and other

land uses adjacent to the roadway alignment.

4.4 Longmont and Firestone agree to cooperate to establish coordinated maintenance standards and responsibilities for Road 26 between County Line Road and Weld County Road 5.

4.5 Longmont and Firestone shall establish joint development standards, funding requirements and final design of Fairview Street from SH 119 to its intersection with Weld County Road 26. The Parties agree that Fairview Street shall be a Longmont street and will cooperate in securing the necessary right-of-way and having it annexed by Longmont; however, nothing in this Agreement requires the use of eminent domain by either Party or that either Party acquire right-of-way in the other Party's jurisdiction. Longmont agrees that Firestone shall be granted reasonable public street accesses on Fairview Street, with intersections spaced in accordance with the then current City of Longmont standards and specifications, and Longmont agrees this commitment by it shall survive any termination or expiration of this Agreement.

4.6 Firestone agrees to de-annex the portion of Weld County Road 26 from its current westernmost limit near Union Reservoir to the east edge of the Great Western Railroad right-of-way near the intersection with Weld County Road 5, as generally shown on Exhibit B. Subsequent to that action by Firestone, Longmont agrees to promptly annex the same. Longmont agrees that Firestone shall be granted reasonable public street accesses to such portion of Weld County Road 26, with intersections spaced in accordance with the then current City of Longmont standards and specifications, and Longmont agrees this commitment by it shall survive any termination or expiration of this Agreement.

4.7 The Parties may amend this Agreement or enter into further intergovernmental agreements, if necessary to implement road annexation, road improvement, or road maintenance objectives shared between the Parties.

#### **5.0 Sewer Service Boundaries**

The Parties intend to cooperate with respect to Section 208 Water Quality Plan sewer service boundaries in accordance with this Agreement.

#### **6.0 Minimum Development Standards**

The Parties agree that at a minimum they will require, to the extent allowed by law, that development within their jurisdictional boundaries comply with the applicable portions of their respective municipal codes relating to storm water drainage and detention, soil erosion and sedimentation control, stream and wetlands protection, floodplain regulations, and other public improvement standards such as those dealing with landscaping and parks. The foregoing shall not be construed to prohibit the processing of requests for variances, waivers or modifications to such codes, consistent with the applicable standards and procedures. Where necessary, both parties agree to cooperate to reconcile applicable standards and best management practices for Federal NPDES and other related requirements where conditions may warrant in, along or near the Union – St. Vrain Planning Area.

#### **7.0 Joint Impacts and Infrastructure Matters**

The Parties will jointly plan future road improvements for arterial roads and rights-of-way

that traverse or parallel both municipalities, insofar as they have the jurisdiction so to do so. The Parties intend to cooperate in planning and constructing linked bicycle/pedestrian trails between the municipalities and to connect with regional bicycle/pedestrian trail systems. Where appropriate, the parties may jointly undertake grant applications or improvements for bicycle/pedestrian trails or related projects.

Firestone and Longmont agree to cooperate with each other to the extent possible (and with respective special districts) in planning for construction for future utilities, including but not limited to water and sewer lines, which are reasonably necessary to serve future development within their own borders and which are to be located in public rights-of-way or utility easements. Language in this section does not obligate either Party to construct specific capital or public improvements, to appropriate funds, or to acquire or dedicate rights-of-way or easements.

#### **8.0 Notice of Development Proposals and Comprehensive/Master Plan Revisions**

The Parties agree to furnish to each other notice of all formal petitions and/or applications for and proceedings regarding the annexing, zoning, or subdividing of any parcel of land located within the Union - St. Vrain Planning Area established by this Agreement. Failure to furnish notice under this section shall not be grounds to invalidate any annexation, zoning, or subdivision process of either Party.

#### **9.0 Statutory Rights Preserved**

This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to any proposed annexation, zoning, or subdivision or to limit or adversely affect any other extraterritorial right granted to them by Colorado law.

#### **10.0 Effect on Other Parties or Boundary Agreements**

This Agreement is intended to describe rights and responsibilities only between the Parties. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties hereto. Nothing contained in this Agreement shall be used or construed to affect, support, bind, or invalidate the boundary claims of either Party insofar as they shall affect any municipality not a party to this Agreement. Nothing contained in this Agreement shall be construed to require Firestone or Longmont to annex any property or to provide any services to any land. Nothing contained in this Agreement shall be construed to entitle any Party, or any person, firm, partnership, or corporation claiming protection under or by virtue of the existence of this Agreement, to a judgment for monetary damages against either Party for violation of the terms of this Agreement. Each Party expressly waives any right to claim against the other Party any damages for any breach or violation of this Agreement.

#### **11.0 Agreement Amendments and Enforcement**

This Agreement may be amended only by a mutual written agreement approved by the respective corporate authorities of both Parties. The provisions of this Agreement may be enforced by either Party against the other in any court of competent jurisdiction by means of either injunction or specific performance.

#### **12.0 Severability**

If any provision of this Agreement shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, such

invalidation shall not affect any other provision of this Agreement which can be given effect without the invalid provision (except that if a requirement or limitation in such provision is declared invalid as to one Party, any corresponding requirement or limitation shall be deemed invalid as to the other Party), and to this end, the provision of this Agreement are to be severable.

### 13.0 Term of Agreement

This Agreement shall be valid and binding and in full force and effect from the date of execution by both Parties for a five (5) year term. It may be extended for successive five-year periods through mutual written agreement approved by the respective corporate authorities of both Parties.

### 14.0 Governing Law; Legal Challenges

This Agreement shall be construed in accordance with the laws of the State of Colorado. Each Party shall be responsible for defending itself, its officers, and its employees in any suit brought against it by any person not party hereto claiming injury as a result of this Agreement or its performance. The Parties may cooperate in the defense of any such suit that is brought against both Parties.

### 15.0 Notices

Notices shall be provided to the respective Party by first-class mail, postage prepaid as follows:

Town of Firestone  
Attn: Town Manager  
P.O. Box 100  
151 Grant Avenue  
Firestone, CO 80520


City of Longmont  
Attn: City Manager  
Civic Center Complex  
350 Kimbark St  
Longmont, CO 80501

### 16.0 Recording and Availability of Agreement

After mutual execution of this Agreement, Firestone shall record a certified copy of this Agreement with the Weld County Clerk & Recorder's Office. Longmont shall record a certified copy of this Agreement with the Boulder County Clerk and Recorder's Office. Each Party shall make available for public inspection, copies of this Agreement in their respective offices as provided by statute.

**IN WITNESS WHEREOF**, the above Parties hereto have caused this Agreement to be executed the day and year first above written.

City of Longmont




Bryan Baum, Mayor

Valeria L. Skitt

Attest: Valeria L. Skitt  
City Clerk, City of Longmont



Town of Firestone



Chad Auer, Mayor

Judy L. Hegwood

Attest: Judy Hegwood  
Town Clerk, Town of Firestone



This map illustrates the Union-St. Vrain Planning Area, which encompasses the City of Longmont and the Town of Firestone. The map is divided into several planning areas and water conservation regions (WCR). The Union-St. Vrain Planning Area is shown with a diagonal hatched pattern. The Firestone Planning Area is indicated by a dashed line, and the Longmont Planning Area is shown with a dotted line. The City of Longmont's municipal limits are marked with a solid line, and the Town of Firestone's municipal limits are marked with a solid line. The map also shows various water conservation regions (WCR) such as WCR 20, WCR 20.5, WCR 20.6, WCR 20.7, WCR 20.8, WCR 20.9, WCR 21, WCR 21.5, WCR 21.6, WCR 21.7, WCR 21.8, WCR 21.9, WCR 22, WCR 22.5, WCR 22.6, WCR 22.7, WCR 22.8, WCR 22.9, WCR 23, WCR 23.5, WCR 23.6, WCR 23.7, WCR 23.8, WCR 23.9, WCR 24, WCR 24.5, WCR 24.6, WCR 24.7, WCR 24.8, WCR 24.9, WCR 25, WCR 25.5, WCR 25.6, WCR 25.7, WCR 25.8, WCR 25.9, WCR 26, WCR 26.5, WCR 26.6, WCR 26.7, WCR 26.8, WCR 26.9, WCR 27, WCR 27.5, WCR 27.6, WCR 27.7, WCR 27.8, WCR 27.9, WCR 28, WCR 28.5, WCR 28.6, WCR 28.7, WCR 28.8, WCR 28.9, WCR 29, WCR 29.5, WCR 29.6, WCR 29.7, WCR 29.8, WCR 29.9, WCR 30, WCR 30.5, WCR 30.6, WCR 30.7, WCR 30.8, WCR 30.9, WCR 31, WCR 31.5, WCR 31.6, WCR 31.7, WCR 31.8, WCR 31.9, WCR 32, WCR 32.5, WCR 32.6, WCR 32.7, WCR 32.8, WCR 32.9, WCR 33, WCR 33.5, WCR 33.6, WCR 33.7, WCR 33.8, WCR 33.9, WCR 34, WCR 34.5, WCR 34.6, WCR 34.7, WCR 34.8, WCR 34.9, WCR 35, WCR 35.5, WCR 35.6, WCR 35.7, WCR 35.8, WCR 35.9, WCR 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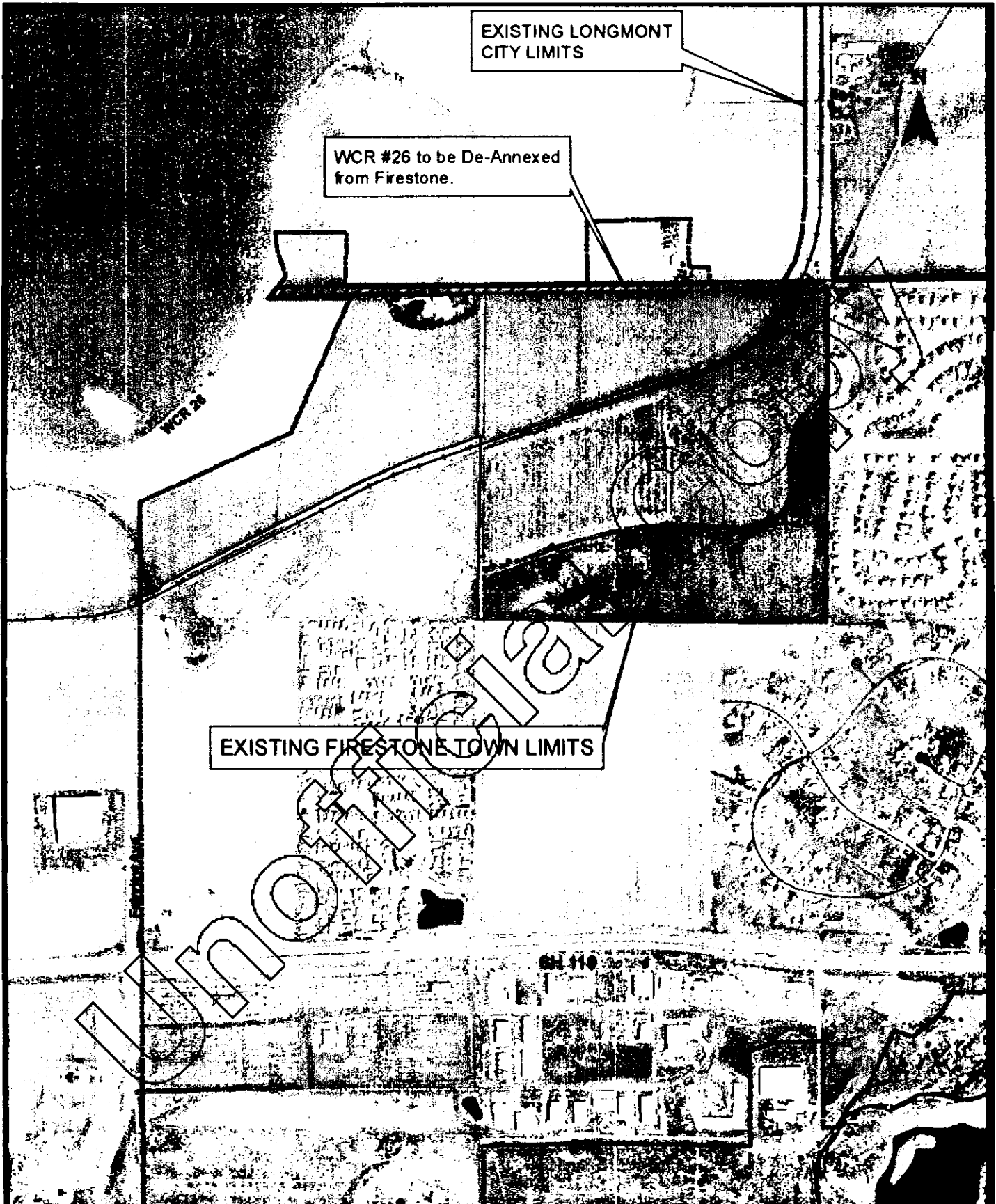


EXHIBIT B  
Firestone Longmont IGA, 2011