

INTERGOVERNMENTAL AGREEMENTS

Intergovernmental Agreements

- IGA by and among the City of Broomfield, the City of Lafayette, and the County of Boulder for the Southeast Boulder County Area Comprehensive Development Plan (1997)
- IGA between the City of Broomfield and the City of Thornton regarding the I-25 Corridor Comprehensive Development Plan Area, Joint Planning, and Service Provision in the area. (1998)
- IGA between the City of Thornton Regarding the I-25 Corridor Comprehensive Development Plan Area (1998)
- IGA between the City of Broomfield, the Town of Erie, and the County of Weld (1998)
- IGA between the City of Thornton Concerning Phase One of a Two Phase Alternative Analysis Highway Intersection Study for the Reconfiguration of the Intersection and Associated Highway Access Location at Interstate 25 and State Highway 7 (1998)
- IGA between the City of Broomfield and Boulder County for Open Space Bond Proportionate Share Payments, Disconnection of Boulder County-Owned Land, and Other Matters as they relate to the Proposed City and County of Broomfield Constitutional Amendment (2002)
- IGA Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan (1999)
(Northwest Parkway)
- IGA between the City of Broomfield and the City of Dacono Regarding Future Growth Areas (1999)

RESOLUTION NO. 10-97

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY
AND AMONG THE CITY OF BROOMFIELD, THE CITY OF LAFAYETTE, AND
THE COUNTY OF BOULDER FOR THE SOUTHEAST BOULDER COUNTY AREA
COMPREHENSIVE DEVELOPMENT PLAN

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOMFIELD,
COLORADO

Section 1. The mayor or mayor pro tem is authorized to sign and the city clerk to attest, in form approved by the city attorney, an intergovernmental agreement, which is attached hereto, by and among the City of Broomfield, the City of Lafayette, and the County of Boulder for the Southeast Boulder County Area Comprehensive Development Plan.

Section 2. This resolution is effective upon its approval by the City Council.

APPROVED on January 14, 1997.

CITY OF BROOMFIELD, COLORADO

William M. Beuns
Mayor

ATTEST:

Vicki Mares
City Clerk

APPROVED AS TO FORM:

Ray S. Howard
City Attorney

INTERGOVERNMENTAL AGREEMENT
- Southeast Boulder County Area
Comprehensive Development Plan

This Intergovernmental Agreement by, between and among the City of Broomfield, a Colorado home rule municipal corporation; City of Lafayette, a Colorado home rule municipal corporation (Lafayette); and the County of Boulder, a body politic and corporate of the State of Colorado (Boulder County); collectively the "Parties") is made to be effective on the 16th day of January, 1997.

WITNESSETH:

WHEREAS, §29-20-101 et seq., C.R.S. as amended, enables the Parties to enter into Intergovernmental Agreements to plan for and regulate land uses, in order to minimize the negative impacts on the surrounding areas and protect the environment, and specifically authorizes local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by means of a "comprehensive development plan"; and

WHEREAS, in order to ensure that the unique and individual characters of Broomfield and Lafayette, respectively, are preserved, the Parties believe that a comprehensive development plan which recognizes the annexed areas and development approved by each community, accompanied by binding commitments by the responsible jurisdictions for the preservation of the rural character of surrounding lands within the Plan Area, is in the best interest of the citizens of each of the Parties; and

WHEREAS, the prohibition of rezoning or other discretionary land use approvals by Boulder County and of annexation or development by Broomfield or Lafayette, of certain lands within the Plan Area, is intended to preclude increased development and urban sprawl which would obliterate the boundaries of Broomfield and Lafayette and would, if permitted in the unincorporated area, require the provision of urban services by Boulder County, in contravention of provisions of the Boulder County Comprehensive Plan; and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement in order to plan for and regulate the use of the lands within the Plan Area through joint adoption of a

mutually binding and enforceable comprehensive development plan;
and

WHEREAS, the Parties find that designating a portion of the Plan Area to remain as rural development for the purpose of preserving a community buffer serves the economic and civic interest of their citizens and meets the goals of the Boulder County Comprehensive Plan; and

WHEREAS, the Parties anticipate the location of a multi-modal roadway to serve the transportation needs of the citizens, hereinafter referred to as the "Northwest Parkway"; and

WHEREAS, with respect to the annexation provisions herein, the City of Broomfield and the City of Lafayette declare that the rural preservation designations and land use regulations contained in this Agreement affect the future development of each municipality. Consistent with the municipal annexation, utility service, and land use laws of the State of Colorado, this Agreement, including specifically the annexation and utility service portions hereof, is intended to encourage the natural and well-ordered future development of each Party; to promote planned and orderly growth in the affected areas; to distribute fairly and equitably the costs of government services among those persons who benefit therefrom; to extend the government, services, and facilities to the affected areas in a logical fashion; to simplify providing utility services to the affected areas; to simplify the governmental structure of the affected areas; to reduce and avoid, where possible, friction between the Parties; and to promote the economic viability of the Parties; and

WHEREAS, the functions described in this Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided in article 20 of title 29; part 1 of article 28 of title 30; part 1 of article 12 of title 31; and parts 2 and 3 of article 23 of title 31; C.R.S., as amended; and

WHEREAS, §29-1-201, et seq., C.R.S., as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the State of Colorado have encouraged such

cooperation and contracting through the adoption of Colorado Constitution, Article XIV, §18(2); and

WHEREAS, the Parties have each held hearings after proper public notice for the consideration of entering into this Agreement and the adoption of a comprehensive development plan for the subject lands, hereinafter referred to as the "Plan Area"), as shown on the map portion of the Development Limitations attached hereto as Exhibit A; and

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

1. SOUTHEAST BOULDER COUNTY AREA COMPREHENSIVE DEVELOPMENT PLAN.

This Agreement, including Development Limitations (both text and map portions) attached hereto as Exhibit A, is adopted by the Parties as the Southeast Boulder County Area Comprehensive Development Plan (the "Plan") governing the Plan Area.

2. CONTROLLING REGULATIONS.

Restrictions on use and development of lands within the Plan Area as provided in Exhibit A shall control and supersede local regulations of the Regulatory Party to the extent they conflict. For purposes of this Plan, the "Regulatory Party" is that Party having regulatory jurisdiction over the subject property at the time, or seeking to acquire such jurisdiction through annexation. A Party shall be deemed to be "seeking" annexation as of the date when an annexation petition is filed. No Party shall agree with any landowner or other person or entity interested in any parcel within the Plan Area to allow any use or development which does not comply with the Plan without first obtaining a Plan Amendment as set forth herein.

The Parties each agree to undertake all steps to adopt procedures, plans, policies, and ordinances or other regulations as may be necessary to implement and enforce the provisions of this Plan. Any Party adopting such procedures, plans, policies, ordinances or regulations shall give each of the other Parties sufficient advance notice of such action as will enable such Parties, if they so desire, to comment upon the planned actions of that Party.

To the extent this Plan is silent as to a particular land

use matter, existing local land use regulations of the Regulatory Party having jurisdiction over the property as amended from time to time shall control.

3. RURAL PRESERVATION AREA.

(a) Broomfield and Lafayette each agree that they will immediately disclose to the other any and all instances in which they are approached by landowners in the Rural Preservation Area seeking annexation. Further, Broomfield and Lafayette each commit that they are not currently pursuing any annexations within the Rural Preservation Area.

(b) The Map portion of Exhibit A shows certain lands within the Plan Area which are designated "Rural Preservation Area". These lands are intended to remain within the unincorporated area of the County, subject to the County's land use regulatory jurisdiction as limited in the text portion of Exhibit A. Broomfield and Lafayette each agree that neither of them will initiate nor approve an annexation of any portion of any of the lands shown as "Rural Preservation Area" on the Map portion of Exhibit A without first obtaining approval of a Plan Amendment as provided for herein. By authorizing the execution of this Agreement, the City Councils of Broomfield and Lafayette each respectively finds and declares that there is no community of interest between the any of the lands designated Rural Preservation Area on the Map portion of this Plan with either Broomfield or Lafayette, that none of these lands is urban nor is likely to urbanize within the term of this Plan, and that none of these lands is currently integrated with, nor for the term of this Plan will any of them be capable of being integrated with, either Broomfield or Lafayette

4. NORTHWEST PARKWAY.

It is anticipated, but not required, by the Parties that they will enter into a subsequent intergovernmental agreement governing the proposed location and development standards for a roadway referred to here as the "Northwest Parkway." The continued validity and enforceability of this Agreement is in no way affected by the execution of or failure to execute such an agreement in the future.

Boulder County does not currently regulate the site selection of arterial or collector highways, pursuant to §24-65.1-101 et seq., C.R.S., or otherwise. Boulder County commits,

however, that if it does adopt such regulations, that for purposes of such regulations, the acquisition of right-of-way for the Northwest Parkway or a successor roadway, a maximum of 300 feet in width, across the parcels shown on Exhibit A to contain potential right-of-way, and along an alignment reasonably approximate to that shown on Exhibit A, will be considered to comply with all comprehensive planning requirements for the location of such roadway under any such regulation.

While the design of the roadway is to be determined at a later date, the Parties agree to the following:

1. The Parties will support an access point at Highway 287. All Parties agree to support a request to the Colorado Department of Transportation for such access. Access may be at-grade, but would, in any case, be designed to minimize the impact on adjacent property.
2. The roadway will be designed as a multi-modal facility and provide quality buffering between communities.
3. When determining the location of the roadway corridor west of Highway 287, the Parties agree to take into account environmental and economic factors, as well as any other appropriate issues.

5. REFERRALS.

Any application or other proposal for annexation or development on any parcel within that portion of the Plan Area designated Rural Preservation Area or on the Archdiocese Parcel as set forth in Exhibit A shall be immediately referred in writing to all Parties, and no action shall be taken thereon by the referring Party until such Parties have had the opportunity to respond concerning the proposal's conformity to this Plan and other land use concerns, all such responses to be received within 20 days of date of referral.

6. AMENDMENTS.

This Plan contains the entire agreement between the Parties. Any proposed amendment of the Plan affecting the jurisdiction over lands or the development regulation of lands must be referred to the Parties by the Regulatory Party, or by any Party seeking to become the Regulatory Party through annexation. Amendment of the Plan shall take place only upon approval by resolution or ordinance adopted by the governing body of each of the Parties, after notice and hearing as may be required by law.

The Regulatory Party shall not approve nor permit any development or change of use of any parcel in the Plan Area by any means in a manner inconsistent with this Agreement until and unless the Plan has been amended so that the proposed development or use of such parcel is consistent with the Plan.

7. SEVERABILITY.

If any portion of this Plan is held by a court in a final, non-appealable decision to be per se invalid or unenforceable as to any Party, the entire Agreement and the Plan shall be terminated, it being the understanding and intent of the Parties that every portion of the Agreement and Plan is essential to and not severable from the remainder; except that, if the prohibition on annexation set forth in paragraph 3(b) is held invalid or unenforceable, the Agreement and Plan shall otherwise remain in full force and effect.

8. BENEFICIARIES.

The Parties, in their corporate and representative governmental capacities, are the only entities intended to be the beneficiaries of the Plan, and no other person or entity is so intended.

9. ENFORCEMENT.

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

10. DEFENSE OF CLAIMS/INDEMNIFICATION.

If any person allegedly aggrieved by any provision of the Plan and who is not a Party to the Plan should sue any Party concerning such Plan provision, Boulder County shall, and any other Party may, defend such claim upon receiving timely and appropriate notice of pendency of such claim. Defense costs shall be paid by the Party providing such defense.

In the event that any person not a Party to the Plan should obtain a final money judgment against any Party who is the Regulatory Party for the diminution in value of any regulated parcel resulting from regulations in the Plan or regulations adopted by such Party implementing the Plan, Boulder County shall, to the extent permitted by law, indemnify such Party for the amount of said judgment.

11. GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of Colorado and venue shall lie in the County of Boulder.

12. TERM AND EFFECTIVE DATE.

This Agreement shall become effective upon signature of an authorized representative of the governing bodies of the Parties. Except as provided herein, this Agreement shall remain in effect for a period of twenty (20) years from the effective date, unless terminated prior thereto by agreement of all the Parties or pursuant to the terms of section 7 above.

12. PARTY REPRESENTATIVES.

Referrals made under the terms of this Agreement shall be sent to the Parties' (and Parties') representatives as follows:

ENTITY:	REPRESENTATIVE:
County of Boulder	Director, Land Use Department
	P.O. Box 471
	Boulder, CO 80306
City of Broomfield	City Manager
	1 DesCombes Dr.
	Broomfield, CO 80020
City of Lafayette	City Administrator 1290
	S. Public Rd.
	Lafayette, CO 80026

Name and address changes for representatives shall be made in writing, mailed to the other representatives at the then current address.

THIS AGREEMENT made and entered into to be effective on the date as set forth above.

CITY OF BROOMFIELD

By: William M. Berens
William Berens, Mayor

1/31/97
Date

ATTEST:

APPROVED AS TO FORM:

Vicki May
City Clerk

Roy S. Howard⁸
Roy S. Howard, City Attorney

CITY OF LAFAYETTE

By: Carolyn Buchholz
Carolyn Buchholz, Mayor

2-5-97
Date

ATTEST:

APPROVED AS TO FORM:

Patricia C. Tisdale
City Clerk

Patricia C. Tisdale
Patricia C. Tisdale, City Attorney

COUNTY OF BOULDER

BY: BOARD OF COUNTY COMMISSIONERS

Ronald K. Stewart
Ronald K. Stewart, Chair

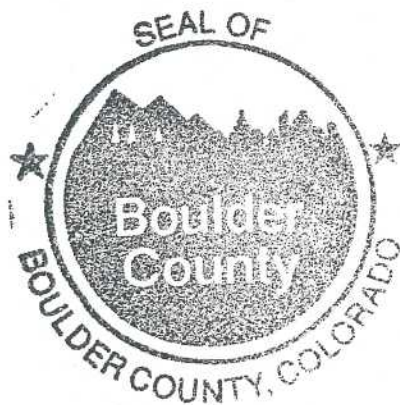
1-16-97
Date

ATTEST:

APPROVED AS TO FORM:

Susan Ashcraft
Clerk to the Board

H. Lawrence Hoyt
H. Lawrence Hoyt, County Attorney



SOUTHEAST BOULDER COUNTY AREA IGA
COMPREHENSIVE DEVELOPMENT PLAN

EXHIBIT A
(text portion)

1. INTRODUCTION:

This Comprehensive Development Plan (hereinafter "CDP") has been jointly developed and adopted by the Parties, and is entered into by Intergovernmental Agreement of said entities.

These Development Limitations are intended to provide specific land use and development restrictions governing the "Rural Preservation Area" parcels and the Archdiocese parcel located within the subject Plan Area, the boundaries of which are set forth on the attached Map.

2. DEFINITIONS:

DEVELOPMENT: Construction or establishment of structures, parking areas, and/or surfaced vehicular roadways (except expansion of existing roads and except construction of the "Northwest Parkway" or a successor thereto along the alignment shown on Exhibit A), or establishment of new land uses.

PLAN AREA: Lands included within the boundaries of the designated Plan Area as set forth on the Map, including right-of-way, setback areas, and parcels subject to the Plan's Development Limitations.

STRUCTURE: Any thing which is built or constructed, including but not limited to an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, but excluding fences, retaining walls not over 6 feet in height, and buried utility lines.

3. DEVELOPMENT LIMITATIONS ON RURAL PRESERVATION AREA PARCELS.

For parcels designated Rural Preservation Area on the Map, those existing uses of such parcels which conform to Boulder

County's regulations, or which are legally nonconforming, shall be permitted to continue, either as legal or legal nonconforming uses. No density increase beyond the limits currently permissible under the Boulder County Land Use Code shall be approved for any such parcel, nor shall any such parcel be annexed to any municipal Party, unless the same is approved through the Plan amendment procedure set forth in Section 5 of the Agreement above.

Pursuant to regulations in the Boulder County Land Use Code as it may exist from time to time, parcels within the Rural Preservation Area may be "sending parcels" for purposes of transferring development rights (TDRs). However, such parcels shall not serve as "receiving parcels" without amendment of this Agreement. TDR units shall not be "sent" from parcels designated in this Agreement as Rural Preservation Area to be located upon a receiving site within the adopted comprehensive plan area of a municipal Party without the consent of the interested Party or Parties.

Development on parcels for which "vested rights" for further development have been acquired through an estoppel against Boulder County precluding the prohibition of such development established by a final, non-appealable court judgment in a proceeding of which the other Parties have been given timely notice and the opportunity to join or intervene shall be permitted to the extent such development is in conformance with the rights so acquired and occurs within the vested period.

Establishment of uses and development in conformance with the zoning (including approved PUD plans) and other land use and development regulations applicable to the property on the effective date of this Plan shall be permitted, where such uses or development continue to be permitted under the provisions of the Boulder County Land Use Code at the time at which they are sought to be established. Permission for such development shall be processed through the normal procedures otherwise established by Boulder County.

Approval of an NUPUD with residential density no greater than 2 units per 35 acres by Boulder County upon such lands is permitted pursuant to the regulations generally

applicable therefor at the time of application submittal, and such approval is not for purposes of these Development Limitations an increase in density.

Any proposed use or development of any portion of the parcels designated Rural Preservation Area shall conform to the provisions of this Agreement, or, if nonconforming, shall require amendment of the Plan in the manner provided in the Agreement. Any proposed rezoning, subdivision, special use or other regulatory process, or amendment or modification of any existing zoning, PUD, special or conditional use, or subdivision plat, or issuance of a building permit, or proposed annexation, whether or not coupled with any such regulatory process, entered into for any lands designated Rural Preservation Area shall conform to the Plan, or with an approved amendment thereof, in order to be approved by the Regulatory Party.

4. SPECIFIC PARCEL PROVISION:

A parcel specifically noted on the attached Map is the property currently owned by the Archdiocese of Denver ("the Archdiocese Parcel"). This 320 acre parcel is currently subject to an annexation petition which has been filed by its owner with the City of Broomfield. Irrespective of whether the annexation is approved by the City, the County hereby agrees to purchase approximately 200 acres for open space purposes and the City agrees to acquire approximately 25.5 acres for Northwest Parkway right-of-way purposes, and acquire approximately 61.7 acres for open space purposes, totaling approximately 287.2 acres of this parcel as shown on the map attached and incorporated as Exhibit B, and will negotiate in good faith to that end. Upon acquisition of said parcel, said parcel shall be governed by the provisions of section 5 below.

The portions of this property purchased for open space purposes by the County shall not be annexed by either Broomfield or Lafayette. Should the annexation of the balance of the property to Broomfield occur prior to the purchase for open space purposes, any portion of the property which is purchased for open space purposes by the County but which had been annexed to Broomfield shall be deemed eligible and appropriate for disconnection upon

application for same.

5. OPEN SPACE PROVISIONS:

Any properties within the Plan Area designated as Rural Preservation Area which are acquired as "open space" shall be acquired in fee or by conservation easement (as defined in §38-30.5-102, C.R.S.) for open space purposes by any one or more of the Parties, to the extent funds are appropriated and made available for such purpose. The method by which such acquisition will take place, and the terms and conditions of purchase, together with the determination of whether fee title or a conservation easement will be acquired, shall be at the sole discretion of the acquiring Party(ies).

The area necessary for construction of the Northwest Parkway or a successor roadway may be obtained at the same time that any Rural Preservation Area property which is sought to be acquired for open space through which the proposed "Northwest Parkway" alignment runs as shown on Exhibit A is acquired; or any Party may acquire the area necessary for construction of the Northwest Parkway at any other time. Any Party seeking to obtain the proposed right-of-way shall commit to the acquiring Party to purchase upon the same terms and at the same time as the open space acquisition. For this purpose, at the time any Party(ies) contracts to purchase such Rural Preservation Area parcel for open space purposes, such Party(ies) shall provide to each other Party(ies) an option for purchase of the right-of-way.

Except as limited below, with respect to properties within the Plan Area which Boulder County owns in fee for open space purposes on the date of execution of this Agreement, Boulder County agrees to sell, at such time as the roadway's organization, control and financing have been established, such portion of said properties as is necessary for the right-of-way for the Northwest Parkway or a successor roadway along the alignment shown on Exhibit A, with a maximum right-of-way width of 300 feet. This commitment is wholly dependent upon Boulder County Board of County Commissioners' written statement of its satisfaction with the finally established alignment of said roadway upon or adjacent to its open space properties west of US 287. For

purposes of this limitation, Boulder County's satisfaction shall be conclusively presumed where the final alignment is established outside of its properties in Sections 22, 27 & 28, T1S, R69W, 6th PM, or where said alignment is located upon no portion of said properties other than the most northerly 50 feet of its properties, measured from the existing southerly right-of-way line of Dillon Road, in Section 22, T1S, R69W, 6th PM. When determining the location of the roadway's corridor west of Highway 287, the Parties agree to take into account environmental and economic factors, as well as any other appropriate issues. At the time of the decision-making for the roadway location, which considers the economic, environmental and other appropriate factors, Boulder County will consider the use of more than 50 feet for roadway purposes.

In addition, Boulder County hereby commits to offer to purchase within 6 months of the effective date of this Plan each of the Rural Preservation Area parcels at a price and upon terms determined by Boulder County to be comparable to its purchases of other open space properties in the area.

Upon acquisition of Rural Preservation parcels shown on Exhibit A, the acquiring Party shall provide to each of the other Parties an undivided interest in a conservation easement upon said lands, providing for restrictions on development and use in accordance with the terms of this Plan and the site-specific management plan.

Open space shall serve one or more of the following functions:

- (a) urban shaping between or around municipalities or community service areas and buffer zones between residential and non-residential development;
- (b) preservation of critical ecosystems, natural areas, scenic vistas and areas, fish and wildlife habitat, natural resources and landmarks, and cultural, historical and archeological areas,;
- (c) linkages and trails, access to public lakes, streams and other usable open space lands, stream corridors and scenic corridors along highways;
- (d) areas of environmental preservation, designated as areas of concern, generally in multiple ownership,

where several different preservation methods (including other governmental bodies' participation or private ownership) may need to be utilized;

- (e) conservation of natural resources, including but not limited to forest lands, range lands, agricultural land, aquifer recharge areas, and surface water;
- (f) preservation of land for outdoor recreation areas limited to passive recreational use, including but not limited to hiking, photography or nature studies, and, if specifically designated, bicycling, horseback riding, or fishing;
- (g) underground public facilities, public utility mains, lines; other public facilities may be located thereon where approved by the governing bodies of each of the Parties.

Once acquired, open space may be used only for the above purposes, and shall be used in accordance with a site-specific management plan approved by the governing body of the acquiring Party(ies) after consultation with the other Parties. Until acquisition, such parcels or portions of parcels shall be subject to the Development Limitations set forth in Section 3 of this Plan.

Residents of the Cities of Broomfield and Lafayette shall be entitled to use the open space properties acquired pursuant to this Agreement and other open space shown on Exhibit C to the same extent and upon the same terms and conditions as all Boulder County residents, irrespective of the county in which such city residents live.

6. COUNTY LINE BUFFER PROVISIONS:

[COUNTY LINE BUFFER AREA: Parcels in Section 1 and the northeast 1/4 of Section 12, Township 1 South, Range 69 West, 6th P.M., adjacent to the Adams County Line, and a parcel east of said county line in the City of Broomfield.] Strips of land each 600 feet wide on the east and west sides of the Boulder/Adams County line extending from Highway 7 south to the property currently owned by the Archdiocese, will be designated as community buffer areas. These lands and the adjacent properties are intended to be studied for their appropriate development configuration and use as open

space community buffers. The cities of Broomfield and Lafayette may mutually agree to adjust the boundaries of this 1200 foot wide community buffer area to accommodate development, so long as the total area of the community buffer is not reduced and remains equally divided between the Boulder and Adams County portions, the community buffer along the county line is continuous from State Highway 7 south, and the minimum east-west width of the community buffer is 200 feet at any point. No development shall be permitted within the open space community buffers once determined by the Cities, or as modified by their mutual agreement from time to time.

EXHIBIT A

SOUTHEAST BOULDER COUNTY INTERGOVERNMENT AGREEMENT

-  Northwest Parkway Alignment (approximate)
-  Archdiocese Property
-  Lafayette: Current City Limits
-  Broomfield: Current City Limits
-  Plan Area Boundary
-  Boulder County Open Space
-  Rural Preservation Area



0 2100 4200 Feet



Plan area is within sections 12, 13, 14, & 23 of
Township 1 South, Range 69 West

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Created November 12, 1996 by J. Korte

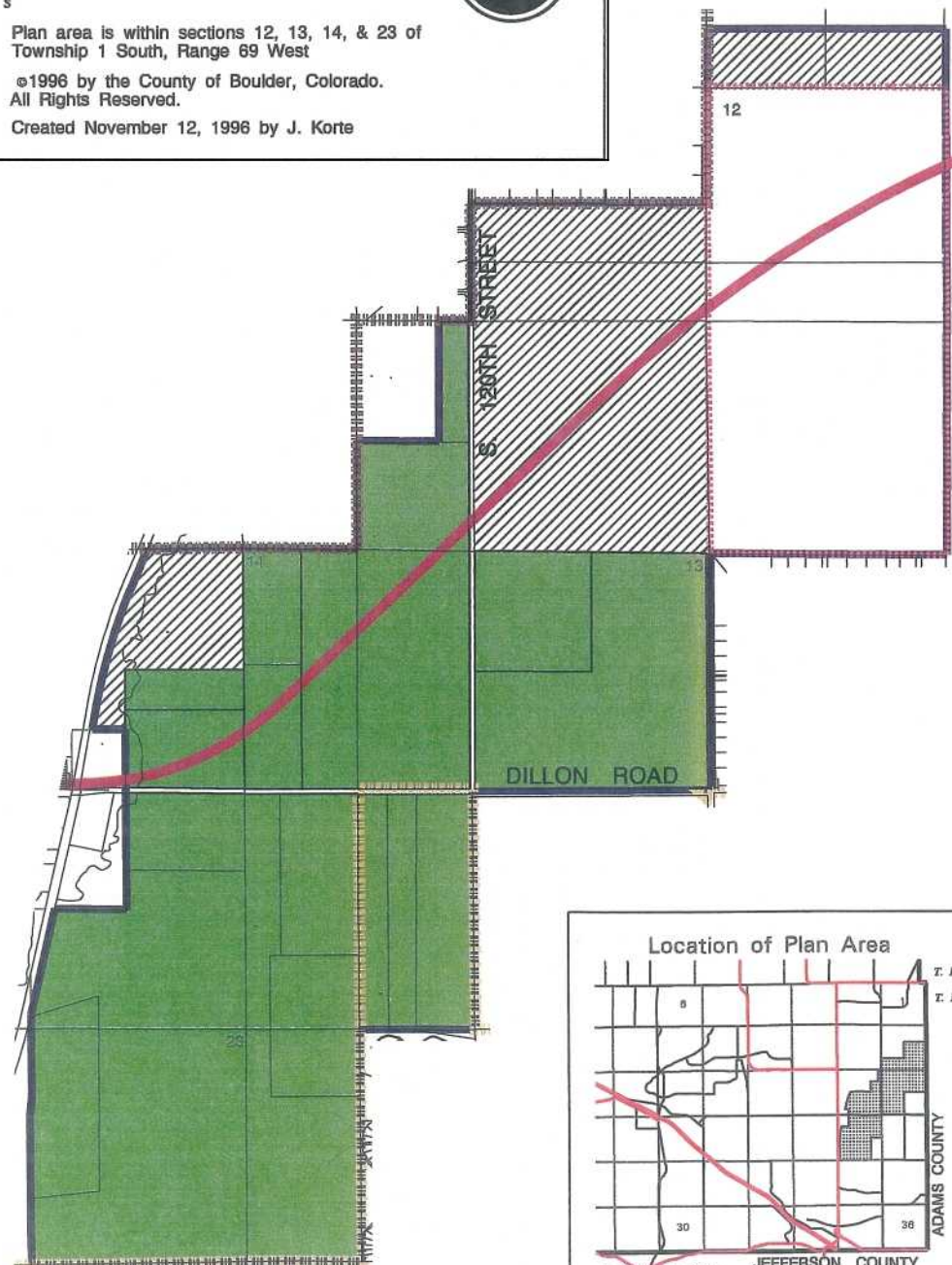




Exhibit B VICINITY MAP

DECEMBER 17, 1996

SOUTHEAST BOULDER COUNTY INTERGOVERNMENT AGREEMENT

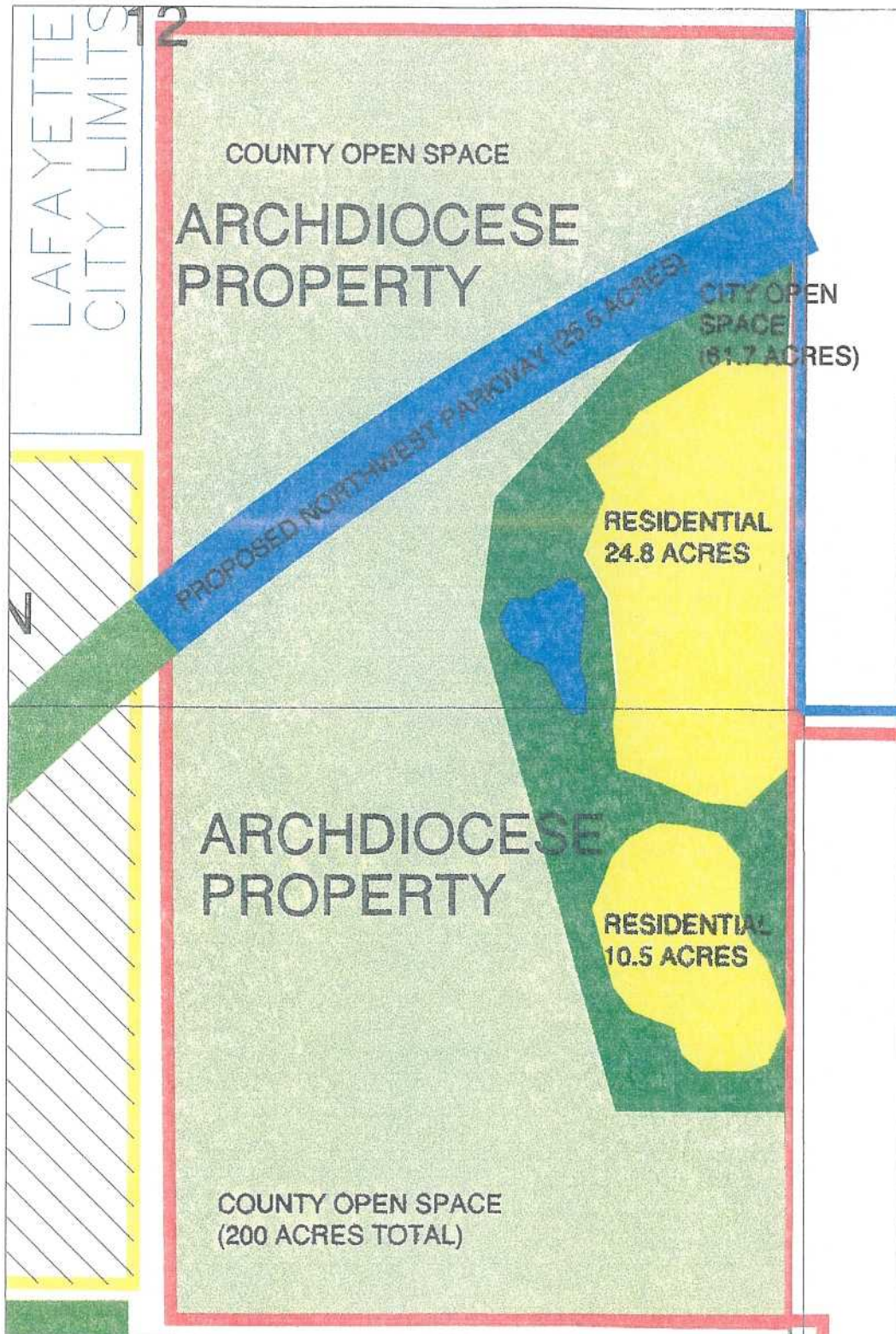
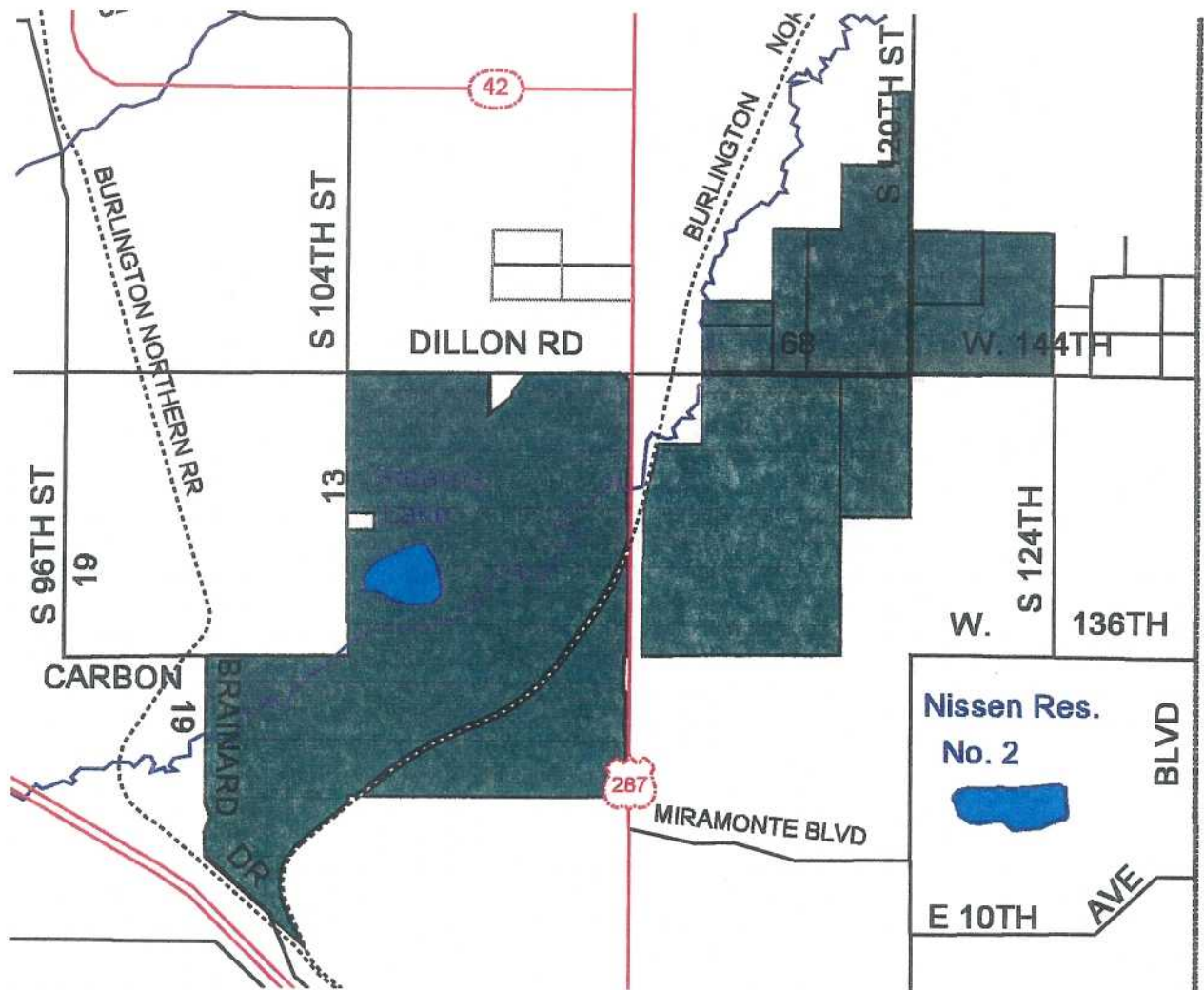


Exhibit C
for the
Southeast Boulder County
Comprehensive Development Plan
Intergovernmental Agreement,
adopted January 16, 1997.



County fee-owned open space



**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF BROOMFIELD AND
THE CITY OF THORNTON REGARDING
THE I-25 CORRIDOR COMPREHENSIVE DEVELOPMENT PLAN AREA,
JOINT PLANNING, AND SERVICE PROVISION IN THE AREA.**

THIS Intergovernmental Agreement (the "Agreement") is made and entered into this 28th day of July, 1998 by and between the City of Broomfield, a Colorado home rule municipality, hereafter referred to as "Broomfield", and the City of Thornton, a Colorado home rule municipality, hereafter referred to as "Thornton"; individually, a "City"; together, the "Cities".

WHEREAS, Broomfield and Thornton share common boundaries in the north Adams County and south Weld County area; and

WHEREAS, Broomfield and Thornton desire to have an agreement regarding boundaries and service provision in this area; and

WHEREAS, Section 29-20-105 C.R.S. specifically recognizes that cities may enter into intergovernmental agreements by having Comprehensive Development Plans (CDP) for defining annexation boundaries, land use planning and development, and such agreements are enforceable through specific performance and injunctive relief in district courts; and

WHEREAS, Cooperation and increased coordination between the two Cities as represented in this Agreement regarding annexation boundaries will enhance the ability of the Cities to achieve their respective and common goals; and

WHEREAS, the City Councils of Broomfield and Thornton find that:

A. Weld County Road 11 and 168th Avenue (also known as Weld County Road 2) form a natural boundary between the Cities and their northern growth areas located on either side of these roadways.

B. Each City has a commitment to planned and orderly growth; to regulating the location of activities and development which may result in increased demands for its services; to providing for the orderly development and extension of City services, facilities, and regulations; to avoiding unnecessary duplication of governmental services; to simplifying governmental structure where possible; to accomplishing quality development; to reducing and avoiding, where possible, friction between the Cities; to promoting the economic viability of their respective communities; and to raising revenue sufficient to meet the needs of their citizens.

C. Because of the proximity of the Cities interstate corridor growth areas, the nature and quality of development within each City will affect the nature and quality of development in the other and the revenues of each.

D. The people of the State of Colorado have authorized the Cities to exercise the powers and to cooperate and contract in the matters set out in this Memorandum through the Colorado Constitution, Article XIV, Section 18 (2) (a), Article XX, and Article XI, Section 7.

E. The General Assembly of the State of Colorado has authorized and encouraged the Cities to exercise their powers and to cooperate and contract in the matters set out in this Memorandum through the enactment of State statutes including, but not limited to: C.R.S. (1977 Repl. Vol.), as amended, Section 29-20-101, et seq., and particularly Section 29-20-105 and Section 29-20-106; Section 29-1-201, et seq., and particularly Section 29-1-201 and Section 29-1-203; Section 31-12-101, et seq.; Parts 2 and 3 of Article 23 of Title 31; Section 31-15-708; Section 31-15-710; and Part 4 of Article 35 of Title 31.

WHEREAS, in view of the foregoing findings of the City Councils of Broomfield and Thornton, it is appropriate that this Agreement be entered into. This Agreement is entered into pursuant to the authority granted by the General Assembly and the people of the State of Colorado, as described above, and the subject matter and agreements contained herein are logical and foreseeable results of the State's enactment of the foregoing statutes and Constitutional provisions.

In consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties as follows:

1. Geographic Area. The Comprehensive Development Plan Area referenced in this Agreement is Exhibit 1 and its boundaries are defined as follows:

- The east/west boundary is the centerline of Weld County Road 11 in Weld County;
- The south/north boundary is the centerline of 168th Avenue.

2. Development Plan.

Thornton and Broomfield will prepare and adopt a comprehensive development plan for the development of land and the provision of public services and facilities within the corridor growth area in Exhibit 1. The plan will be maintained and updated by both Cities, as needed. The comprehensive development plan shall include a land use plan, transportation and transit plans, a set of design guidelines and development standards, preliminary engineering for storm water detention, utilities and roadway improvements, and a system for assigning improvement costs to individual properties.

A. The plan will include provisions for the following within the subject area:

- (1) The location and size of, nature, phasing, and other limitations on the uses of land. Development Standards shall be proposed and adopted for the corridor growth area in Exhibit 1;
- (2) The location of interchanges, overpasses, and east-west arterial streets; and the design, construction, maintenance, and financing thereof;
- (3) The review and approval of building permits;
- (4) Fire and police services;

- (5) Mass transportation facilities and services and the reservation of rights-of-way for future mass transit construction.
- (6) A drainage master plan, including the planning, design, construction, maintenance, and financing of drainage improvements and facilities;
- (7) Development and maintenance of appropriate parks, recreation services, and open space;
- (8) The Cities shall jointly plan, finance and construct a realigned Washington Street from 160th to Weld County Road 6 to provide adequate access to the Area; and
- (9) Both cities agree to place and share costs for installation of monument signs on the north and south exit ramps of I-25 at 168th Avenue which will identify each community.

B. The Cities shall develop the plan by March 31, 1999. If the Cities' staff members cannot agree on a comprehensive development plan for the corridor growth area, the City Managers agree to negotiate the plan and its conditions described above. In the event the City Managers cannot agree on a comprehensive development plan, both Cities agree to jointly pay for an arbitrator who will make a final binding decision on the terms and conditions of the plan.

C. No development proposal inconsistent with the provisions of the adopted plan or adopted part thereof will be approved by either City without the prior written consent of the City Council of each City. Plans and specifications for any development proposal on land located in the subject area received by a party after the effective date of the intergovernmental agreement shall, no later than twenty (20) calendar days prior to the party taking action thereon, be forwarded to the other party for review and comment, provided, however, that the parties may mutually agree to a shorter or longer referral and review period.

3. Rights-of-Way. Within their respective jurisdictions in the subject area, each party shall provide the other utility easements and rights-of-way, without charge if previously granted to the providing party, which are required to make water and sewer service available within their respective jurisdictions, and rights-of-way for necessary storm drainage improvements.

4. Revenue Payments to Thornton.

A. Implementation. Broomfield may request Thornton to provide water service to the Comprehensive Development Plan Area in Exhibit A. If Thornton receives such request from Broomfield, Thornton will analyze its water system to determine if it may provide water service to the growth corridor area. The decision to provide water service is in the sole discretion of Thornton and the request for service may be denied with or without cause. If Thornton decides to provide its water system to serve the properties in Exhibit 1, each developer will pay all costs, expenses, and rates for the extension and provision of water service pursuant to Thornton's Utility

extension policies and ordinances. In exchange for this water service to sections 35 and 26 by Thornton, Broomfield agrees to share all tax revenues collected by Broomfield in those sections as described below.

- (1) Sales and Use Tax Revenues. Sales and use tax revenues collected by Broomfield within the corridor growth area, excluding auto use tax, shall be distributed between the Cities as follows: Broomfield shall retain one-third of the tax receipts from this tax and the remaining two-thirds of the tax receipts from this tax shall be distributed equally between the Cities. The portion of the sales tax of Broomfield earmarked for special purposes by a vote of the people, shall not be included in the calculation of revenue sharing.
- (2) Admissions Tax Revenues. All admissions tax revenues collected by Broomfield within the corridor growth area shall be distributed between the two Cities in the same manner as the sales and use tax revenues are distributed, except that the appropriate rates for admissions tax shall be substituted.
- (3) Accommodations Tax Revenues. All accommodations tax revenues collected by Broomfield within the corridor growth area shall be distributed between the two Cities in the same manner as the sales and use tax revenues are distributed, except that the appropriate rates for accommodations/lodging tax and/or hotel/motel occupancy tax shall be substituted.
- (4) Property Tax Revenues. All residential and commercial property tax revenue collected by Broomfield within the corridor area shall be distributed between the cities in the same manner as the sales and use tax revenues are distributed. All property tax to be divided will have been assessed only on non-agricultural property.
- (5) Termination of Water Services. In the event Broomfield fails to pay Thornton the revenues described above, then Thornton may disconnect water service to the properties in Exhibit 1 at its sole discretion.
- (6) Initial Distribution of Revenues. The cities will start the calculation for the distribution of all revenues stated above only after the issuance of the first certificate of occupancy by Broomfield.

B. Tax Distributions. All tax revenues subject to sharing pursuant to this Agreement shall be distributed as follows:

- (1) Quarterly statements showing total receipts of each applicable tax revenue subject to sharing generated within Broomfield shall be forwarded to Thornton's Finance Department within fifteen (15) business days of the close of the quarter. For the purposes of this Agreement, quarters are assumed to end on the following days: March 31, June 30, September 30, and December 31.

C. Audit. Thornton and its authorized agents may, upon thirty (30) days

advance written notice to the other, audit Broomfield's records of those taxes which are collected within the Comprehensive Development Plan area and which are to be shared pursuant to this Agreement.

D. Rights. Broomfield shall impair the rights of Thornton to share in the tax revenues as set forth in this Agreement if Thornton is providing water service to the Comprehensive Development Plan Area. The revenues subject to sharing under the terms of this Agreement shall not be affected in any way by other tax revenue sharing, abating, or rebating Agreements of any sort.

E. Interest. There shall be no interest accrual or payment obligation on tax revenues collected by Broomfield and subject to sharing with Thornton under the terms of this Agreement.

5. Parties to Exercise Good Faith. Broomfield and Thornton agree to devote their best efforts and to exercise good faith in implementing the provisions of this Agreement.

6. Intent of Agreement. This Agreement is intended to describe rights and responsibilities only as between the named parties hereto. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties hereto nor to require Broomfield or Thornton to annex any property or to provide any services to any land. This Agreement is not intended to limit in any way the powers or responsibilities of Adams or Weld Counties or of any other political subdivision of the State of Colorado not a party hereto.

7. Remedies for Default. Should any party fail to comply with the provisions of this Agreement, the other party, after providing written notification to the non-complying party and upon the failure of said party to achieve compliance within ninety (90) days after said notice, may at its option either terminate this Agreement or maintain an action in a court of competent jurisdiction for specific performance, injunctive, or other appropriate relief, excluding damages relief. In the event of such litigation, each party shall be responsible for its own costs, including attorney fees.

8. Effective Date. This Agreement shall become effective when executed by both Cities.

9. Termination. This Agreement shall remain in full force and effect for a period of ten (10) years beginning from the date of its execution. Thereafter, it shall be automatically renewed for successive five-year terms, unless, at least ninety (90) days prior to its scheduled expiration, either party shall notify the other party of its decision that the Agreement not be renewed. Such decision will be by formal action of the governing body requesting termination.

10. Amendment. This Agreement may be amended only by an instrument in writing signed by the Cities.

11. Effect of Invalidity. If any portion of any paragraph of this Agreement is held invalid or unenforceable by a court of competent jurisdiction as to either City or as to both Cities, such invalidity or unenforceability shall not affect the other paragraph(s) of this Agreement except that, if a requirement or limitation in such paragraph(s) is declared invalid as to one City any corresponding requirement or limitation shall be deemed invalid as to the other City.

IN WITNESS WHEREOF, the above parties hereto have caused this Agreement to be executed.

CITY OF THORNTON

By:

Margaret H. Carpenter
Margaret W. Carpenter, Mayor



Dorothy A. Vincent
City Clerk

APPROVED AS TO FORM:

Margaret Emerick
City Attorney

CITY OF BROOMFIELD

By: William M. Berens
William M. Berens, Mayor



Tricia Kegeress
City Clerk Deputy

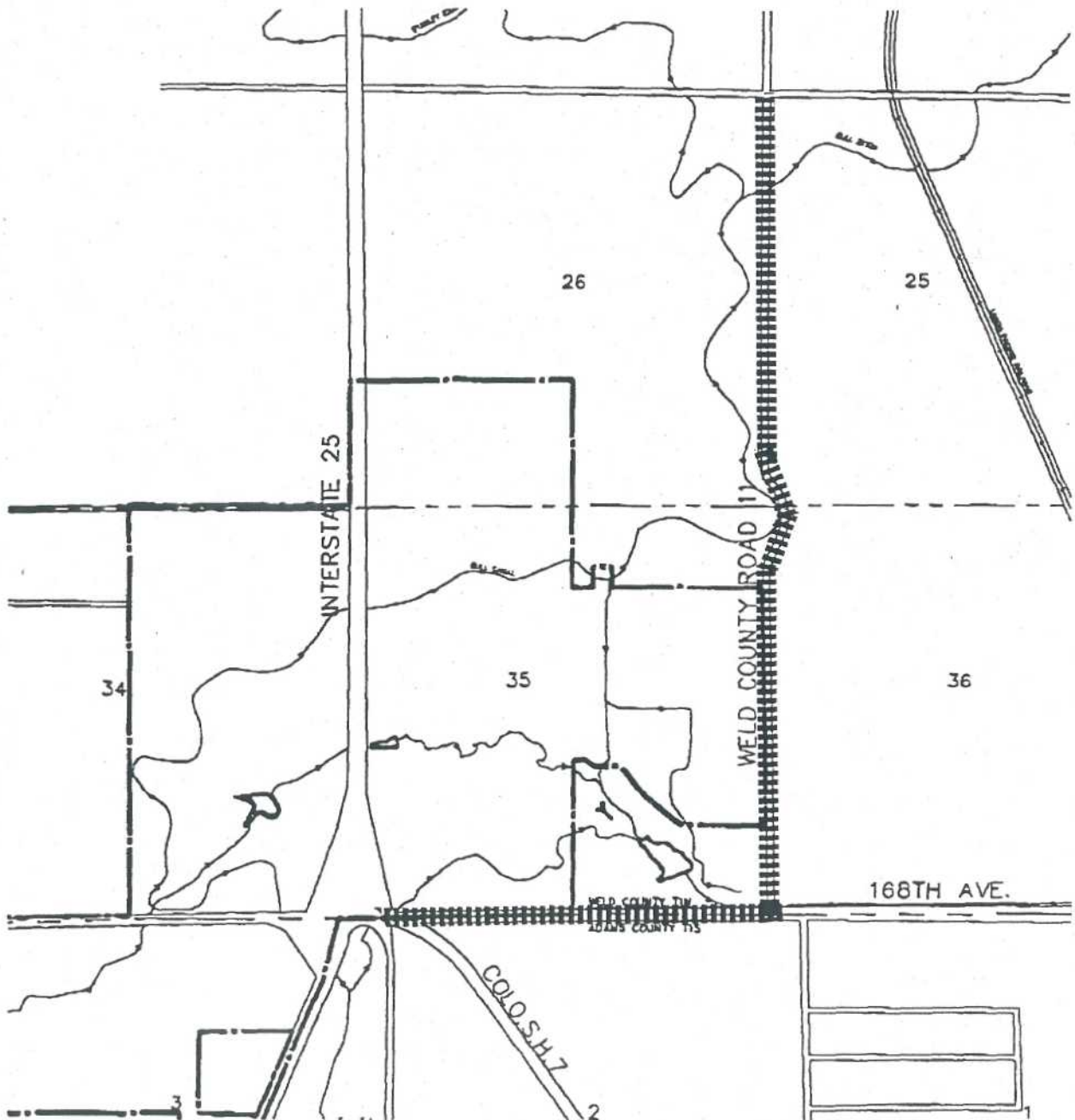
APPROVED AS TO FORM:

Ray L. Howard
City Attorney

Comprehensive Development Plan Area



Exhibit 1
MAY 6, 1998



Corridor Growth Area Boundary

Broomfield City Limits

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF BROOMFIELD AND
THE CITY OF THORNTON REGARDING
THE I-25 CORRIDOR COMPREHENSIVE DEVELOPMENT PLAN AREA**

THIS Intergovernmental Agreement (the "Agreement") is made and entered into this 28th day of July, 1998 by and between the City of Broomfield, a Colorado home rule municipality, hereafter referred to as "Broomfield", and the City of Thornton, a Colorado home rule municipality, hereafter referred to as "Thornton"; individually, a "City"; together, the "Cities".

WHEREAS, Broomfield and Thornton share common boundaries in the north Adams County and south Weld County area; and

WHEREAS, Broomfield and Thornton desire to have an agreement regarding boundaries and service provision in this area; and

WHEREAS, Section 29-20-105 C.R.S. specifically recognizes that cities may enter into intergovernmental agreements by having Comprehensive Development Plans (CDP) for defining annexation boundaries, land use planning and development, and such agreements are enforceable through specific performance and injunctive relief in district courts; and

WHEREAS, Cooperation and increased coordination between the two Cities as represented in this Agreement regarding annexation boundaries will enhance the ability of the Cities to achieve their respective and common goals; and

WHEREAS, the City Councils of Broomfield and Thornton find that:

A. Weld County Road 11 and 168th Avenue (also known as Weld County Road 2) form a natural boundary between the Cities and their northern growth areas located on either side of these roadways.

B. Each City has a commitment to planned and orderly growth; to regulating the location of activities and development which may result in increased demands for its services; to providing for the orderly development and extension of City services, facilities, and regulations; to avoiding unnecessary duplication of governmental services; to simplifying governmental structure where possible; to accomplishing quality development; to reducing and avoiding, where possible, friction between the Cities; to promoting the economic viability of their respective communities; and to raising revenue sufficient to meet the needs of their citizens.

C. Because of the proximity of the Cities interstate corridor growth areas, the nature and quality of development within each City will affect the nature and quality of development in the other and the revenues of each.

D. The people of the State of Colorado have authorized the Cities to exercise the powers and to cooperate and contract in the matters set out in this Memorandum through the Colorado Constitution, Article XIV, Section 18 (2) (a), Article XX, and Article XI, Section 7.

E. The General Assembly of the State of Colorado has authorized and encouraged the Cities to exercise their powers and to cooperate and contract in the matters set out in this Memorandum through the enactment of State statutes including, but not limited to: C.R.S. (1977

Repl. Vol.), as amended, Section 29-20-101, et seq., and particularly Section 29-20-105 and Section 29-20-106; Section 29-1-201, et seq., and particularly Section 29-1-201 and Section 29-1-203; Section 31-12-101, et seq.; Parts 2 and 3 of Article 23 of Title 31; Section 31-15-708; Section 31-15-710; and Part 4 of Article 35 of Title 31.

WHEREAS, in view of the foregoing findings of the City Councils of Broomfield and Thornton, it is appropriate that this Agreement be entered into. This Agreement is entered into pursuant to the authority granted by the General Assembly and the people of the State of Colorado, as described above, and the subject matter and agreements contained herein are logical and foreseeable results of the State's enactment of the foregoing statutes and Constitutional provisions.

In consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties as follows:

1. Geographic Area. The Comprehensive Development Plan Area referenced in this Agreement is Exhibit 1 and its boundaries are defined as follows:

- The east/west boundary is the centerline of Weld County Road 11 in Weld County;
- The south/north boundary is the centerline of 168th Avenue.

2. Annexation Boundaries. In order to achieve the purposes of this Agreement as described herein, the Cities agree as follows with respect to annexation by each within the Area (Exhibit 1):

- a. Broomfield agrees to refrain from exercising its annexation power and will not extend its boundaries east of Weld County Road 11 in Weld County or south of 168th Avenue in Adams County.
- b. Thornton agrees to refrain from exercising its annexation power and will not extend its boundaries west of Weld County Road 11 in Weld County.

3. Statutory Annexation Plan. Pursuant to Section 31-12-105 C.R.S., a municipality is to have a plan in place prior to annexation of properties within 3 miles of its boundaries. The Cities agree as follows with respect to revising such 105 plans:

- a. Broomfield agrees to amend its 105 plan to remove any properties east of Weld County Road 11 in Weld County or south of 168th Avenue in Adams County by July 31, 1998.
- b. Thornton agrees to amend its 105 plan to remove any properties west of Weld County Road 11 in Weld County by July 31, 1998.

4. Parties to Exercise Good Faith. Broomfield and Thornton agree to devote their best efforts and to exercise good faith in implementing the provisions of this Agreement.

5. Intent of Agreement. This Agreement is intended to describe rights and responsibilities only as between the named parties hereto. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties hereto nor to require Broomfield or Thornton to annex any property or to provide any services to any land. This Agreement is not intended to limit in any way the powers or responsibilities of Adams or Weld Counties or of any other political subdivision of the State of Colorado not a party hereto.

6. Remedies for Default. Should any party fail to comply with the provisions of this Agreement, the other party, after providing written notification to the non-complying party and upon the failure of said party to achieve compliance within ninety (90) days after said notice, may at its option either terminate this Agreement or maintain an action in a court of competent jurisdiction for specific performance, injunctive, or other appropriate relief, excluding damages relief. In the event of such litigation, each party shall be responsible for its own costs, including attorney fees.

7. Effective Date. This Agreement shall become effective when executed by both Cities.

8. Termination. This Agreement shall remain in full force and effect for a period of ten (10) years beginning from the date of its execution. Thereafter, it shall be automatically renewed for successive five-year terms, unless, at least ninety (90) days prior to its scheduled expiration, either party shall notify the other party of its decision that the Agreement not be renewed. Such decision will be by formal action of the governing body requesting termination.

9. Amendment. This Agreement may be amended only by an instrument in writing signed by the Cities.

10. Effect of Invalidity. If any portion of any paragraph of this Agreement is held invalid or unenforceable by a court of competent jurisdiction as to either City or as to both Cities, such invalidity or unenforceability shall not affect the other paragraph(s) of this Agreement except that, if a requirement or limitation in such paragraph(s) is declared invalid as to one City any corresponding requirement or limitation shall be deemed invalid as to the other City.

IN WITNESS WHEREOF, the above parties hereto have caused this Agreement to be executed.

CITY OF THORNTON

By:

Margaret W. Carpenter
Margaret W. Carpenter, Mayor



Dorey A. Vincent
City Clerk

APPROVED AS TO FORM:

Margaret Emerill
City Attorney

CITY OF BROOMFIELD

By: William M. Berens
William M. Berens, Mayor

ATTEST:



Tricia Kegness
City Clerk Deputy

APPROVED AS TO FORM:

Ray L. Howard
City Attorney

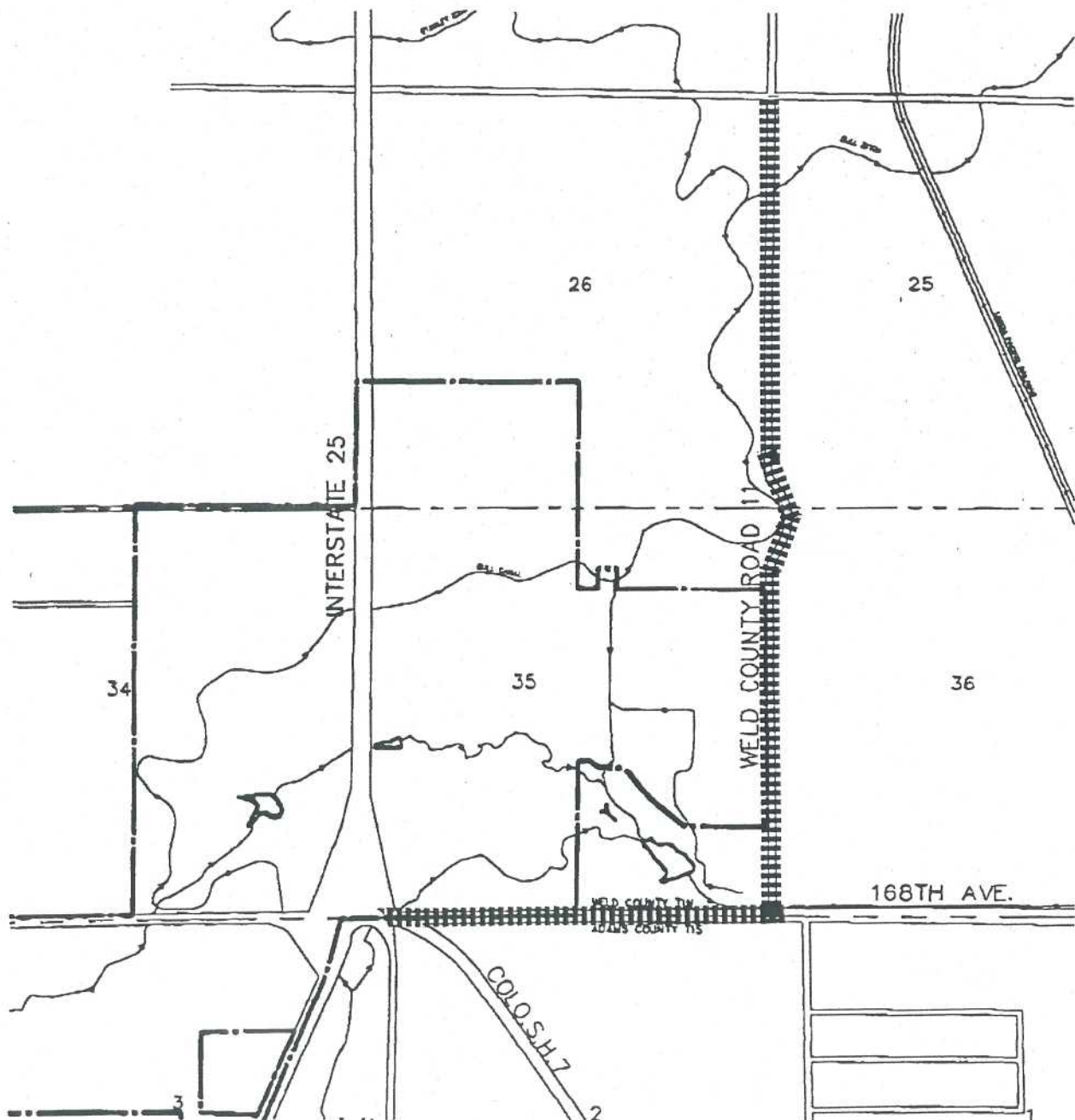
Comprehensive Development Plan Area



Exhibit 1

MAY 8, 1998

C.D. NO. 98 - 078



Corridor Growth Area Boundary

Broomfield City Limits

RESOLUTION NO. 128-98

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BROOMFIELD,
THE TOWN OF ERIE, AND THE COUNTY OF WELD

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOMFIELD,
COLORADO:

Section 1. The mayor or mayor pro tem is authorized to sign and the city clerk to attest, in form approved by the city attorney, an intergovernmental agreement, which is attached hereto, by and between the City of Broomfield, the Town of Erie, and the County of Weld for the purpose of developing a comprehensive development plan in Weld County north of Colorado Highway 7 and west of Interstate 25.

Section 2. This resolution is effective upon its approval by the City Council.

APPROVED on August 11, 1998.

CITY OF BROOMFIELD, COLORADO

William M. Bauer
Mayor

ATTEST:

Vicki Mauer
City Clerk

APPROVED AS TO FORM:

Roy A. Howard
City Attorney

AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE CITY OF BROOMFIELD, THE TOWN OF ERIE, AND THE COUNTY OF WELD FOR A COMPREHENSIVE DEVELOPMENT PLAN IN WELD COUNTY NORTH OF COLORADO HIGHWAY 7 AND WEST OF INTERSTATE 25

1.0 PARTIES. The parties to this Agreement are the City of Broomfield, a Colorado municipal corporation, (the City) and the Town of Erie, a Colorado municipal corporation, (the Town) and the County of Weld, a body corporate and politic of the State of Colorado, (the County).

2.0 RECITALS.

2.1 Article 20 of Title 29, C.R.S., the Local Government Land Use Control Act of 1974, as amended, (the Act) enables the parties to enter into an intergovernmental agreement for the purpose of planning or regulating the development of land including, but not limited to, the joint exercise of planning, zoning, subdivision, building, and related regulations.

2.2 The Act further provides that local governments may provide, through intergovernmental agreements, for the joint adoption by the governing bodies, after notice and hearing, of mutually binding and enforceable comprehensive development plans for areas within their jurisdictions.

2.3 The City and the Town share common boundaries in Weld County and desire an agreement for the annexation, land uses, and development of land north of Colorado Highway 7 and west of Interstate 25 in Weld County (the "Area").

2.4 The City and the Town approved a joint resolution on July 21, 1998, in which the City and the Town expressed their desire to enter into an intergovernmental agreement to include joint planning for the "Area", to plan for the annexation of lands within the "Area", to provide for open space in the "Area", and to provide for revenue sharing for land developed in the "Area".

3.0 THE AGREEMENT. In consideration of the mutual covenants and promises of the parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

3.1 Joint Planning. (a) The City and the Town agree to include the area depicted in Exhibit A in the City's sub-area planning project currently in progress by a consultant to the City, which is referred to by the City as the North Broomfield Sub-Area Plan (the Sub-Area Plan). The revised Sub-Area Plan shall include a comprehensive transportation study to support proposed land uses and utility studies to determine the most cost effective method to provide utility services to the area. The City and the Town agree to revise the scope of services and the schedule for the Sub-Area Plan for review by the Town board of trustees and the city council no later than August 15, 1998. The Town agrees to pay the cost for expanding the Sub-Area Plan to include the area not currently in the Sub-Area Plan as shown on Exhibit A. The City and the Town agree that the transportation study will include provisions for access to the proposed Northwest Parkway for land north of U.S. Highway 7. Additionally, the City and the Town agree to support the Northwest Parkway and the South 96th interchange improvements that enhance the Northwest Parkway access to U.S. Highway 36 through the Denver Regional Council of Governments and the Colorado Department of Transportation.

(b) The City and the Town agree to review and include those parts of the Sub-Area Plan applicable to their respective comprehensive planning areas in their master plans within ninety days from submission of the sub-area plan by the consultant to the City and the Town. If the utility study shows that it is feasible and cost effective for the Town to provide services to portions of the City or for the City to provide services to portions of the Town, then the City and the Town will consider additional intergovernmental agreements to determine the service areas, methods of providing service, and the cost for service.

3.2 Annexation. (a) The annexation boundary map enclosed as Exhibit A delineates the annexation limits for the City and the Town.

(b) The City agrees not to annex any land north or west of the Annexation Limit Line as depicted on Exhibit A. The Town agrees not to annex any land south or east of the Annexation Limit Line as depicted in Exhibit A.

(c) The City and the Town may annex land within their respective planning areas prior to completion of the Sub-Area Plan. If a final action for the annexation of land comes before either the board of trustees or city council, the annexing municipality shall zone any land annexed either as Broomfield PUD agricultural or Erie rural preservation. Upon adoption of the Sub-Area Plan by either the City or the Town, but not later than the submission of a development proposal for the land, the City and the Town agree to rezone such land to be consistent with the Sub-Area Plan.

3.3 Open Space. (a) The City and the Town agree to include an open space buffer and corridor between the municipalities on the Sub-Area Plan. The buffer shall be a minimum of 600 feet wide and centered on the Annexation Limit Line as depicted on Exhibit A. The buffer zone shall include present residential subdivisions in Weld County within the boundaries of the Sub-Area Plan as shown on Exhibit A. Land within the buffer zone may be annexed up to the Annexation Limit Line. Property annexed within the designated buffer zone shall be zoned to allow uses that existed on the date this agreement was fully executed.

(b) The City and the Town agree to acquire land within the buffer zone by dedication, purchase, conservation easement, or by such other conveyance as may be agreeable to either the City or the Town.

(c) The City and the Town agree to establish an I-25 Sub-Area Open Space Fund in their respective budgets for the sole purpose of acquiring and improving land included within the buffer zone as depicted on Exhibit A. Neither the City nor the Town shall be required to budget and appropriate more than \$100,000 in any fiscal year.

(d) Revenue for the I-25 Open Space Fund may be divided from any legal and available source of revenue for the city or Town. The Parties agree to appropriate ten (10%) percent of all sales tax collected from the area included within the joint planning area on Exhibit A.

3.4 Revenue Sharing. Sales tax and construction and building materials use tax revenues collected by the City within the revenue sharing area shown on Exhibit A shall be shared equally with the Town. Neither the automobile use tax nor any of the sales tax earmarked for special purposes by a vote of the City's registered electors will be shared by the City with the Town. All such earmarked funds collected by the City within the revenue sharing area, however, shall be deducted from the City's share of the total sales and building materials use tax collected within the revenue sharing area.

3.5 Weld County. The County agrees to allow only non-urban development within the unincorporated areas of the boundaries of the Sub-Area Plan. Any developer who seeks to develop unincorporated land for land use other than non-urban development shall be referred by the County to either the Town or the City, as appropriate, to apply for annexation and development consistent with the Sub-Area Plan.

3.6 Development Referrals. The parties agree that any party receiving an application for any development within the boundaries of the Sub-Area Plan shall refer such application to the other parties for review and comment. The parties that review and comment on an application shall do so in an expedited and timely manner.

3.7 Comprehensive Development Plan. The parties agree that this Agreement is intended to be a comprehensive development agreement adopted and implemented pursuant to section 29-20-105(2), C.R.S.

4.0 ASSIGNMENT. This Agreement shall not be assigned by any party without the prior written consent of the other parties.

5.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the mail of the United States Postal Service.

6.0 EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

7.0 DELAYS. Delays or failure to perform by any party of its obligations under this Agreement shall be excused if they are the result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

8.0 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.

9.0 ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take additional action necessary to carry out this Agreement.

10.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

11.0 DEFAULT. Time is of the essence. If any payment, condition, obligation, or duty is not made timely, tendered, or performed by either party, then this Agreement, at the option of the party who

is not in default, may be terminated by the non-defaulting party, in which case the non-defaulting party may recover such damages as may be proper. If the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance or damages or both.

12.0 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.

13.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado.

14.0 BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

15.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

16.0 NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

17.0 FINANCIAL OBLIGATIONS OF THE PARTIES. All financial obligations of the parties under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge a party's credit or faith, directly or indirectly, to the other parties.

18.0 RECORDING. This Agreement shall be recorded with the Weld County Clerk and Recorder.

19.0 NO PRESUMPTION. The parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the party causing the Agreement to be drafted.

20.0 SEVERABILITY. If any provision of this agreement as applied to either party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

21.0 EXECUTION REQUIRED. This Agreement shall bind the City and the Town upon their mutual execution of this Agreement, and the County shall be bound by this agreement upon its execution of this Agreement.

22.0 TERM. This Agreement shall become effective upon its execution by the parties for a period of thirty-five years from the date of its execution.

23.0 REMEDIES. The remedies available to the parties for enforcement of this Agreement are those provided for in section 29-20-105(2)(g), C.R.S. No party shall claim any remedy for damages arising from an alleged breach of this Agreement by any other party.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto in their respective names as of August 11, 1998.

CITY OF BROOMFIELD, COLORADO

William M. Berens

Mayor
One DesCombes Drive
Broomfield, Colorado 80020

ATTEST:

Vicki Man
City Clerk

APPROVED AS TO FORM:

Ray S. Howard
City Attorney

TOWN OF ERIE,



ATTEST:

Thomas K. Kerkert
Town Clerk

John Hagler
Mayor Pro Tem
645 Holbrook
P.O. Box 100
Erie, CO 80516

APPROVED AS TO FORM:

Mark R. Jensen
Town Attorney

BOARD OF COUNTY COMMISSIONERS OF WELD
COUNTY, COLORADO

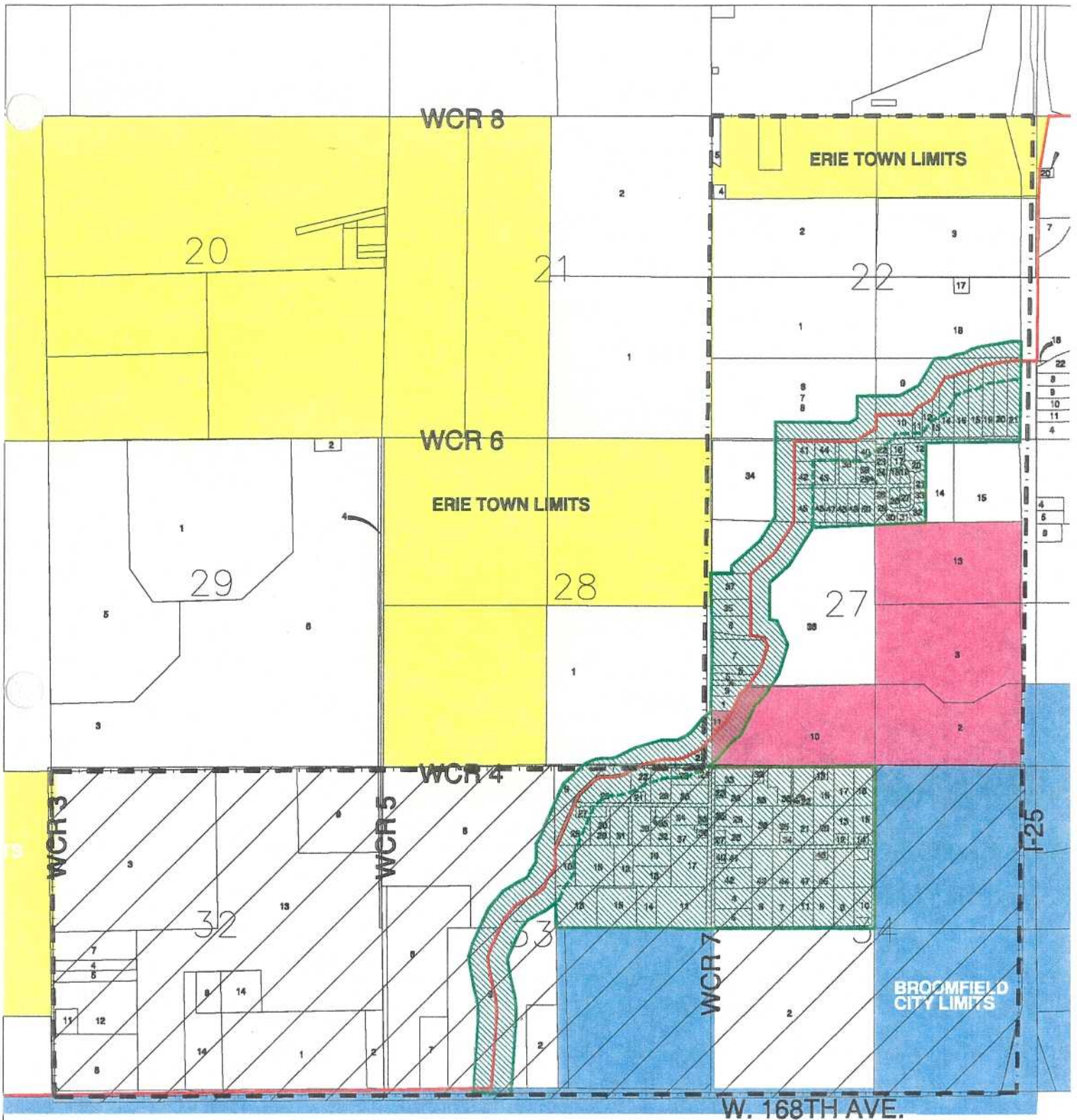
Chair
915 10th Street
Greeley, CO 80632

ATTEST:

Deputy Clerk to the Board

APPROVED AS TO FORM:

County Attorney



LEGEND:

- REVENUE SHARING AREA
- BROOMFIELD CITY LIMITS
- TOWN OF ERIE
- BUFFER ZONE

- ANNEXATION LIMIT LINE
- JOINT PLANNING BOUNDARY
- CURRENT NORTH BROOMFIELD SUB AREA PLAN



AUGUST 5, 1998



City of Broomfield, Colorado

CITY COUNCIL AGENDA MEMORANDUM

TO: Mayor and City Council	Meeting Date:	Memorandum #:
FROM: City Manager	August 11, 1998	319-98

Agenda Item #: 5 (f)	Action: X	Discussion:	Information:
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AGENDA TITLE:	Intergovernmental Agreement with the Town of Erie and the County of Weld
ACTION ITEMS:	Resolution 128-98

Report Prepared By: James C. Black, Director of Community Development

BACKGROUND

The City and the Town of Erie (Town) share common boundaries. The City and the Town approved a joint resolution on July 21, 1998, in which the City and the Town expressed their desire to enter into an intergovernmental agreement to include joint planning, the annexation of lands, the provision for open space, and revenue sharing for land developed. A vicinity map is included as Exhibit A of the intergovernmental agreement.

PROPOSAL

The proposed intergovernmental agreement between the two cities includes the following items:

1. **Joint Planning** - The City and the Town agree to include the area depicted in Exhibit A of the IGA. This Sub-Area Plan will include a transportation study and utility studies and will likely be done in conjunction with the on-going North Broomfield Sub-Area Plan.
2. **Annexation** - The annexation boundary map enclosed as Exhibit A delineates the annexation limits for the City and the Town.
3. **Open Space** - The City and the Town agree to include an open space buffer and corridor between the municipalities.
4. **Revenue Sharing** - Sales tax and use tax revenues collected by the City will be shared equally with the Town for the designated area shown on Exhibit A.
5. **Weld County** - The County agrees to allow only non-urban development within the unincorporated areas of the boundaries of the Sub-Area plan.

FINANCIAL CONSIDERATIONS

All financial obligations of the parties under this Agreement are subject to appropriation, budgeting, and availability of funds.

MASTER AND STRATEGIC PLAN IMPLEMENTATION

The proposed intergovernmental agreement with Erie regarding annexations meets the following concepts set forth in the Master Plan:

1. Land Use Planning Implications. The future form of Broomfield will be influenced and impacted by decisions and actions made by adjacent municipalities. Coordination with adjoining communities will be an important on-going step to insure that planning decisions are made in the best interests of the affected communities.
2. Building a Strong Employment Base. A second employment district, located around the I-25/Highway 7 interchange, is identified by the Master Plan.
3. Open Space. The community has asked that open space be preserved not only on the edge of the city as a buffer to adjacent communities, but also in large parcels of land within the city and in an interconnected greenway system that follows riparian corridors and natural features.
4. Policy 1.5 The City of Broomfield shall work with adjacent cities, counties, and other appropriate governmental agencies to address issues of mutual concerns, such as implementation of the "Green Edge" concept, adequate and timely provision of public schools, land use decisions on adjacent properties, and appropriate roadway improvements and freeway interchange locations.
5. Policy 9.6 It shall be the City of Broomfield's policy to plan for interchanges along I-25 at the following locations, 120th Avenue, 144th Avenue, E-470/Northwest Parkway, Highway 7.

RESOLUTION NO. 128-98

Resolution No. 128-98 contains the necessary action to authorize the mayor to sign an intergovernmental agreement with the Town of Erie and Weld County regarding annexations of mutual interest. Adoption of an intergovernmental agreement requires a two-thirds vote of the City Council. The Town of Erie will act on the agreement at its meeting of August 13, 1998.

RECOMMENDATION

Based on the above, it is recommended...

THAT Resolution No. 128-98 be adopted.

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE CITY OF BROOMFIELD AND THE CITY OF THORNTON CONCERNING PHASE ONE OF A TWO PHASE ALTERNATIVE ANALYSIS HIGHWAY INTERSECTION STUDY FOR THE RECONFIGURATION OF THE INTERSECTION AND ASSOCIATED HIGHWAY ACCESS LOCATIONS AT INTERSTATE HIGHWAY 25 AND STATE HIGHWAY 7

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the City of Broomfield, Colorado, a Colorado municipal corporation ("Broomfield"), and the City of Thornton, Colorado, a Colorado municipal corporation ("Thornton"). Broomfield and Thornton may be referred to individually and collectively herein as "Party" or "Parties" respectively.

RECITALS

WHEREAS, Broomfield and Thornton desire to cooperate in conducting a two-phase alternative analysis highway intersection study to establish a preferred roadway system access plan involving the reconfiguration of the intersection and associated highway access locations at State Highway 7, Interstate Highway 25, Frontage Road, 168th Avenue and Washington Street ("Highway Study"), located within either one or both of the Parties boundaries; and

WHEREAS, the Parties desire to agree upon the respective responsibilities of each Party with regard to this Phase I of the Highway Study; and

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution, as well as Sections 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the Parties wish to contract for professional consulting services as necessary to assist the Parties with the development of a Phase I for the Highway Study; and

WHEREAS, Broomfield is adequately staffed and suitably equipped to administer the professional consultant services contract and oversee performance of the work; and

WHEREAS, Thornton and Broomfield agree to share the costs associated with the professional consultant's services contract; and

WHEREAS, it is the determination of each Party that their respective interests would best be served by entering into this Agreement with respect to Phase I of the Highway Study.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the sufficiency of which is hereby acknowledged, Thornton and Broomfield agree as follows:

I. Contract for Professional Services

1. Broomfield shall develop a scope of services for a professional services contract to be included in a request for proposals for the Highway Study. Thornton's traffic engineer, or assigned staff, will review and must approve the scope of work developed by Broomfield prior to a Request for Proposal for Professional Services being send out for bid.
2. Once proposals are received, Broomfield and Thornton's traffic engineer, or assigned staff, will jointly review the proposals and approve a final selection before Broomfield contracts for the provision of professional services.
3. Broomfield shall be responsible for performing all necessary management associated with the professional services supplied for this Phase I of the Highway Study. Phase I of the Highway Study will consist of examining alternatives for the area within a ½ mile radius of the intersection of Highway 7 and Washington Street ("Phase 1 Highway Study") as described in Exhibit A of this agreement.

II. Shared Resources

1. To assist the consultant in Phase I of the Highway Study, the Parties will each assign staff to work cooperatively in the coordination and solicitation of comments from Weld and Adams Counties, CDOT region 4 and 6, affected private property owners, affected citizens and any other agency or individuals affected by the reconfiguration of the roadways as contemplated by the Phase 1 Highway Study.
2. Thornton agrees to pay Broomfield one-half of the cost of the contract for professional consulting services, not to exceed \$40,000. Thornton shall pay Broomfield periodically as consultant services are rendered within 30 days of a written request of payment from Broomfield.

III. General Provisions

Termination. The Parties hereto agree that this Agreement is contingent upon all funds designated for the work herein being made available from Broomfield and Thornton. Should either Party fail to provide the necessary funds as agreed to herein, the Agreement may be terminated upon notice. Any Party terminating its interests and obligations herein shall not be relieved of any financial obligation which existed prior to the effective date of such termination or which may occur as a result of such termination. Any Party desiring to terminate this Agreement shall provide written notice to the other Party 90 days prior to the termination. The rights contained herein shall not be construed to limit the Parties rights to enforcement of any of the terms herein.

Term of Agreement. The term of this Agreement shall be determined by the length of the agreed upon professional consultant services contract, or until terminated as indicated above.

Assignment. This Agreement shall not be assigned by any Party without the written consent of the other Party.

Notice. Any notice required or permitted by this Agreement shall be in writing, and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail, addressed to either, as required.

City of Broomfield
City Engineer
#1 DesCombes Drive
Box 1415
Broomfield, CO 80038

City of Thornton
Asst. Public Works Director
9500 Civic Center Drive
Thornton, CO 80229

Additional Documents or Action. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Integration and Amendment. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision shall be affected by such holding, all of the remaining provisions of this Agreement shall continue in full force and effect.

Default. It shall be considered a default of this Agreement if any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either Party. Upon default, this Agreement, at the option of the Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper.

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.

Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, heirs, and assigns; provided,

however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

Governmental Immunity. The Parties hereto understand and agree that each Party, its officers, and its employees, are relying on, and do not waive or intend to waive, by any provision of this agreement, the monetary limitations (currently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to Thornton, its officers, or its employees.

Severability. If any portion of this Agreement is held to be unconstitutional or invalid for any reason, such decision shall not affect the constitutionality or validity of the remaining portions of this ordinance. City Council hereby declares that it would have passed this resolution and each part hereof irrespective of the fact that any one part be declared unconstitutional or invalid.

Authority To Execute. All Parties hereby warrant that the signatures below are by individuals who have the full and lawful authority to execute this Agreement on behalf of their entity and each Party agrees to defend these signatures in the exercise and enforcement of this Agreement. Further, all parties represent and warrant that they have taken all actions that are necessary or required by internal procedures and bylaws, and applicable law, to properly authorize the undersigned signatory for the entity to lawfully execute this Agreement on behalf of the entity and to bind the entity to its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

CITY OF BROOMFIELD

William M. Berens
William Berens, Mayor


ATTEST:

Vicki Mardy
Vicki Mardy, City Clerk

APPROVED AS TO FORM:

Roy L. Howard
Roy Howard, City Attorney

CITY OF THORNTON


Jack Ethredge, City Manager


ATTEST:


Nancy Vincent, City Clerk

APPROVED AS TO FORM:

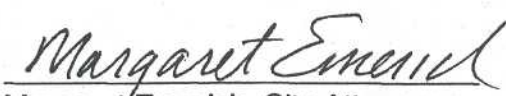
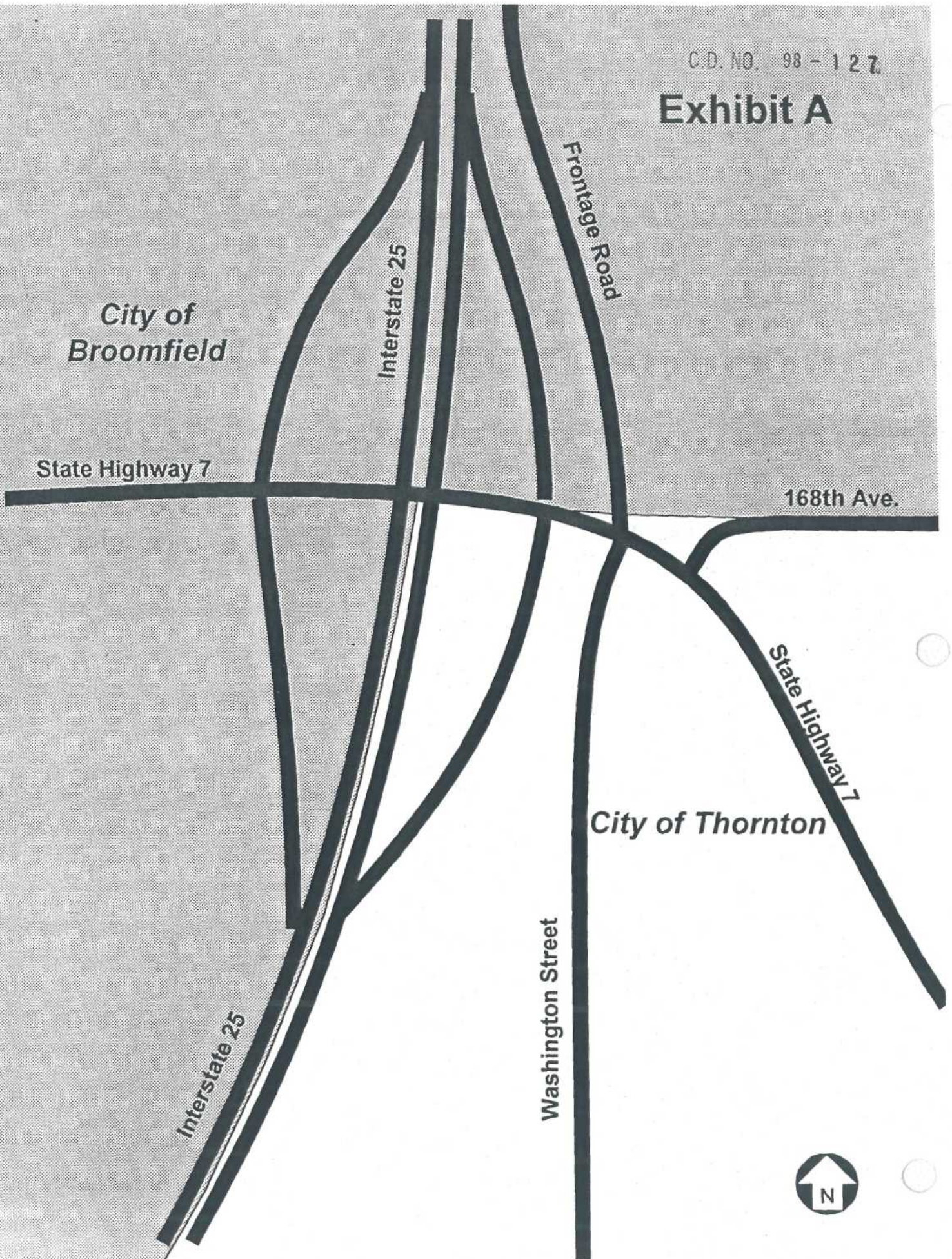

Margaret Emerich, City Attorney

Exhibit A



RESOLUTION

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON AND THE CITY OF BROOMFIELD TO CONDUCT AN ALTERNATIVE ANALYSIS HIGHWAY INTERSECTION STUDY FOR THE RECONFIGURATION OF THE INTERSECTION AND ASSOCIATED HIGHWAY ACCESS LOCATIONS AT I-25 AND STATE HIGHWAY 7.

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution, as well as Sections 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, Thornton and Broomfield (Parties) desire to cooperate in conducting an alternative analysis highway intersection study in order to establish a preferred roadway system access plan involving the reconfiguration of the intersection and associated highway access locations at State Highway 7, Interstate Highway 25, Frontage Road, 168th Avenue and Washington Street (Highway Study); and

WHEREAS, the Parties desire to agree upon the respective responsibilities of each Party; and

WHEREAS, the maximum contributions for the cost of the Highway Study shall be divided as follows:

Thornton	50%	\$40,000
Broomfield	50%	\$40,000

; and

WHEREAS, the Thornton City Council, pursuant to Section 4.18 of the Thornton City Charter, may by resolution enter into contracts with other governmental bodies; and

WHEREAS, this Agreement will be of use and benefit to the citizens of both Thornton and Broomfield.

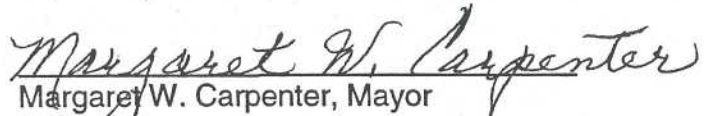
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:

1. That the Intergovernmental Agreement between the City of Thornton and the City of Broomfield, pertaining to the Highway Study and funding thereof, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

2. That the City Manager is hereby authorized to execute and the City Clerk to attest the attached Intergovernmental Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, this 24th day of August, 1998.

CITY OF THORNTON, COLORADO


Margaret W. Carpenter, Mayor

ATTEST:


Nancy A. Vincent, City Clerk

RESOLUTION NO. 193-98

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BROOMFIELD AND BOULDER COUNTY FOR OPEN
SPACE BOND PROPORTIONATE SHARE PAYMENTS, DISCONNECTION OF
BOULDER COUNTY-OWNED LAND, AND OTHER MATTERS AS THEY RELATE
TO THE PROPOSED CITY AND COUNTY OF BROOMFIELD CONSTITUTIONAL
AMENDMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOMFIELD,
COLORADO

Section 1. The mayor or mayor pro tem is authorized to sign and the city clerk to attest, in form approved by the city attorney, an intergovernmental agreement, which is attached hereto, by and between the City of Broomfield and Boulder County for open space proportionate share payments, disconnection of Boulder County-owned land, and other matters as they relate to the City and County of Broomfield proposed constitutional amendment.

Section 2. The city attorney is authorized to approve minor changes on behalf of the City of Broomfield to the intergovernmental agreement.

Section 3. This resolution is effective upon its approval by the City Council.

APPROVED on October 13, 1998.

CITY OF BROOMFIELD, COLORADO

William M. Berens
Mayor

ATTEST:

Ueki May
City Clerk

APPROVED AS TO FORM:

Ray S. Howard
City Attorney



City and County of Broomfield, Colorado

CITY COUNCIL AGENDA MEMORANDUM

TO: Mayor and City Council	Meeting Date: November 26, 2002	Memorandum #: 2002-499
FROM: City and County Manager		

Agenda Item #: 13(c)	Action:	Discussion:	Information: X
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AGENDA TITLE:	Boulder County Open Space Intergovernmental Agreement (IGA)
ACTION ITEM:	NA

Report Prepared By: George Di Ciero, City Manager

BACKGROUND

An IGA was negotiated with Boulder County in 1998 to address Broomfield's obligation to pay its proportionate share of outstanding revenue bonds issued by Boulder County for the purchase of open space and conservation easements in Boulder County property adjacent to Broomfield. Boulder County issued bonds to purchase the open space and had pledged open space, sales and use taxes to retire the bonds. It was determined between Boulder County and Broomfield, that Broomfield's share of the open space land acquisition costs and the related interest on the bonds was \$8,970,889. A copy of Council Resolution No. 193-98 and the IGA with Boulder County is Attachment 1 to this memorandum.

Broomfield's proportionate share of sales, use and property taxes collected in the former Boulder County portion of Broomfield was applied to the outstanding obligation. In addition, the agreement provided that Broomfield would pay Boulder County annual payments of \$250,000, commencing July 1, 2002, until Broomfield's financial obligation is retired.

Significant commercial and office development in the former Boulder County portion of Broomfield has substantially increased revenues accrued to Boulder County during 1994 through 2001. Broomfield has received a letter (Attachment 2) from Boulder County that reports that \$8,874,779 in revenues have been collected under the agreement, leaving a total financial obligation of only \$96,110 to be paid in 2002. This obligation is budgeted in the 2002 Open Space Bond Fund and the payment will complete Broomfield's obligation to Boulder County under the IGA.

In accordance with the IGA, Broomfield residents have access to all Boulder County open space properties upon the same terms and conditions as Boulder County residents.

**INTERGOVERNMENTAL AGREEMENT
CITY OF BROOMFIELD AND BOULDER COUNTY
CONCERNING THE PROPOSED CITY AND COUNTY OF BROOMFIELD**

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the City of Broomfield, a Colorado home rule municipal corporation ("Broomfield") and the County of Boulder, a body politic and corporate of the State of Colorado ("Boulder County"), individually a "Party" and collectively the "Parties."

WITNESSETH:

WHEREAS, Senate Concurrent Resolution 98-13 (hereinafter "SCR-13") has placed on the November 3, 1998 statewide general election ballot a question for the formation of a combined City and County of Broomfield; and

WHEREAS, if the question is approved by the state's voters, the City and County of Broomfield will become effective on November 15, 2001; and

WHEREAS, SCR 13, among other things, provides that the City and County of Broomfield may, by intergovernmental agreement, pay the City of Broomfield's proportionate share of outstanding revenue bonds of counties in which the City of Broomfield was situated; and

WHEREAS, in 1993, Boulder County adopted an Open Space Sales and Use Tax of 0.25% which applies to all of Boulder County, including Broomfield; and

WHEREAS, Boulder County currently has three revenue bond issues outstanding for open space, to-wit: (1) the 1994 Open Space Sales and Use Tax Revenue bonds issued in the original total principal amount of \$36,025,000; (2) the 1996 Open Space Capital Improvement Trust Fund Bonds issued in the original total principal amount of \$35,000,000; and (3) the 1998 Open Space Capital Improvement Trust Fund Bonds, issued in the original total principal amount of \$35,000,000 (collectively the "County's open space revenue bonds"); and

WHEREAS, Boulder County currently owns an 80 acre parcel in fee for open space purposes located within the corporate boundary of the City of Broomfield and the Parties desire to have said property disconnected, upon terms provided herein, from the City of Broomfield should the City and County of Broomfield proposal be adopted by the voters of the state; and

WHEREAS, Boulder County owns a 40 acre conservation easement for open space purposes located within the corporate boundary of the City of Broomfield and Broomfield desires to provide in this Agreement for recognition of its long-term preservation for said purposes by the City and County of Broomfield; and

WHEREAS, the Parties find that protecting open space lands preserves community buffers and the economic and civic interest of their citizens and meets the goals of the Boulder County Comprehensive Plan and the City of Broomfield Master Plan; and

WHEREAS, the functions described in this Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided in part 2 of article 1 of title 29, C.R.S., as amended; and

WHEREAS, the people of the State of Colorado have encouraged such cooperation and contracting between local governmental units of the state through the adoption of the Colorado Constitution, Article XIV, Section 18 (2); and

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and commitments made herein, the Parties agree as follows:

1. EFFECTIVE DATE. The effective date of this Agreement is October 15, 1998. The City Council of the City of Broomfield and the Board of Commissioners of Boulder County have, by appropriate motions and votes, approved this Agreement before said effective date.

2. CONTINGENCY. This Agreement and each provision hereof is contingent upon the approval by a majority of voters voting on the constitutional amendment referred to the November 3, 1998 statewide general election ballot by SCR 98-13. If said amendment is not adopted, this Agreement shall be null and void.

3. BOULDER COUNTY OPEN SPACE LANDS IN BROOMFIELD AREA. Lands acquired by Boulder County in the Broomfield area and funded by a portion of the County's open space revenue bonds are shown on Exhibit A and listed below.

Property	Number Of Acres	Acquisition Expenditures Through 1998	Anticipated Future Acquisition Expenditures	Anticipated Total Acquisition Expenditures
Archdiocese	200.00	\$ 1,200,000	\$ -	\$ 1,200,000
Broomfield North	80.13	\$ 581,903	\$ -	\$ 581,903
Butler	39.59	\$ 249,527	\$ -	\$ 249,527
Eberl	10.05	\$ 201,040	\$ -	\$ 201,040
Liley	210.37	\$ 983,028	\$ 461,858	\$ 1,444,886
Roberts, Simi	66.76	\$ 406,800	\$ -	\$ 406,800
Roberts, Ruth	374.00	\$ 1,905,877	\$ 1,266,724	\$ 3,172,601
Roberts, Ruth	36.94	\$ 738,800	\$ -	\$ 738,800
Thompson (1)	40.00	\$ 233,200	\$ -	\$ 233,200
Thompson (2)	140.01	\$ 979,060	\$ -	\$ 979,060
Thompson (3)	13.00	\$ 220,000	\$ -	\$ 220,000
Valley Investment	117.11	\$ 702,636	\$ -	\$ 702,636
Totals	1,327.96	\$ 8,401,871	\$ 1,728,582	\$ 10,130,453

4. BROOMFIELD'S PROPORTIONATE SHARE OF COUNTY'S OPEN SPACE ACQUISITION COSTS AND OPEN SPACE REVENUE BONDS. Taking into consideration that the above open space properties benefit Boulder County and the city of Lafayette as well as Broomfield and that Boulder County is and will be paying a portion of the interest on its open space bonds, the Parties agree that Broomfield's proportionate share of the above acquisition cost of Boulder County's open space lands in the Broomfield area and of the County's open space revenue bonds is \$7,475,741, plus Broomfield's share of bond interest, determined as follows:

Property	County's Acquisition Cost	Broomfield's Proportionate Share	Broomfield's Proportionate Dollar Share
Archdiocese	\$ 1,200,000	95%	\$ 1,140,000
Broomfield North	\$ 581,903	90%	\$ 523,713
Butler	\$ 249,527	35%	\$ 87,334
Eberl	\$ 201,040	40%	\$ 80,416
Liley	\$ 1,444,886	81%	\$ 1,170,358
Roberts, Simi	\$ 406,800	44%	\$ 178,992
Roberts, Ruth	\$ 3,172,601	90%	\$ 2,855,341
Roberts, Ruth	\$ 738,800	67%	\$ 494,996
Thompson (1)	\$ 233,200	36%	\$ 83,952
Thompson (2)	\$ 979,060	32%	\$ 313,299
Thompson (3)	\$ 220,000	38%	\$ 83,600
Valley Investment	\$ 702,636	66%	\$ 463,740
Totals	\$ 10,130,453	74%	\$ 7,475,741
PLUS BROOMFIELD'S SHARE OF BOND INTEREST COSTS: FACTOR			0.20
INTEREST AMOUNT			\$ 1,495,148
TOTAL AMOUNT			\$ 8,970,889

5. BROOMFIELD'S OBLIGATIONS.

5.1 Payment to Boulder County – Total Amount. In consideration of Boulder County's promises set forth hereinbelow, Broomfield agrees to pay to Boulder County Broomfield's proportionate share of the County's open space revenue bonds in the manner provided for in Section 5.2 below. The total amount Broomfield shall pay to Boulder County shall be determined by subtracting the amount of sales and use tax revenue and property tax revenue for open space Boulder County has collected from Broomfield taxpayers for the years 1994 through 2001 from Broomfield's proportionate share of \$8,970,889 as follows:

Agreed on Broomfield's proportionate share.....	\$ 8,970,889
Less sales and use tax revenue collected by Boulder County from Broomfield through 1997.....	\$ (1,883,749)
Less property tax revenue for open space collected by Boulder County from Broomfield through 1997.....	\$ (981,782)
Amount remaining to be paid by Broomfield at the end of 1997.....	\$ 6,105,358*
Less sales and use tax revenue collected by Boulder County from Broomfield for the years 1998 through 2001.....	\$**
Less property tax revenue for open space collected by Boulder County from Broomfield for the years 1998 through 2001.....	\$**
Amount remaining to be paid by Broomfield at the end of 2001.....	\$**
**These amounts will be determined in the same manner as the amounts above were determined.	

5.2 Schedule of Payments. Broomfield's remaining proportionate share of the County's open space bonds, as determined by the provisions of Section 5.1 above, shall be paid by Broomfield to Boulder County over time as follows: an amount of \$250,000 by July 1 beginning in the year 2002 and in each year thereafter until the total amount determined by the provisions of Section 5.1 has been paid in full. For example, if \$3,000,000 remains to be paid at the end of the year 2001, Broomfield would, beginning in the year 2002, make 12 annual payments of \$250,000 to Boulder County. In the event Broomfield, in its discretion, desires to pay more than \$250,000 in any one year or otherwise desires to pay the amount owing to Boulder County at an earlier date, Broomfield may do so.

5.3 Disconnection of Broomfield North Parcel. Within 60 days of a written request by Boulder County for disconnection of the "Broomfield North" open space property shown on Exhibit A and described as the E1/2 of the NE1/4 of Section 23, T1S, R69W of the 6th P.M., Boulder County, State of Colorado, Broomfield agrees to approve such disconnection conditioned only upon the grant of a conservation easement upon said property for open space purposes from Boulder County to Broomfield.

5.4 Obligations Apply to the City and County of Broomfield. Broomfield's obligations set forth in this Agreement shall survive its conversion from the City of Broomfield to the City and County of Broomfield, and the City and County of Broomfield shall perform all remaining obligations as successor to the City of Broomfield.

6. BOULDER COUNTY'S OBLIGATIONS.

6.1 County's Use of Funds Received from Broomfield. Boulder County shall deposit funds paid to the County by Broomfield pursuant to this Agreement in the County Open Space Sales and Use Tax Fund, and use of said monies shall be subject to all of the restrictions imposed pursuant to the original Open Space Sales and Use Tax resolution approved by voters in 1993, Board of County Commissioners' Resolution No. 93-174.

6.2 Conservation Easement and Use of County Open Space by City and County of Broomfield Citizens. In consideration of Broomfield's payments made pursuant to this Agreement and of the payments by Boulder County's Broomfield residents of the Boulder County Open Space Sales and Use Tax from January 1, 1994 through December 31, 2001, Boulder County agrees that:

6.2 (a) Conservation Easement. Prior to December 31, 1998, Boulder County shall convey to Broomfield, for the use and benefit of its citizens, a conservation easement for all Boulder County open space properties, currently acquired or to be acquired in the future, located south of 40.00 degrees North Latitude and east of State Highway 93. Said open space properties that have been acquired by Boulder County, as of the date of this Agreement, are shown on Exhibit B. The conservation easement shall remain revocable until such time as Broomfield has paid to Boulder County the entire sum provided for in Section 5.1 above and may be revoked by Boulder County only if Broomfield shall fail to make the annual payments to the County as provided for in Section 5.2 above. After Broomfield has paid the entire amount provided for in Sections 5.1 and 5.2 above, the conservation easement shall become a perpetual conservation easement for said open space properties. With respect to those open space properties which Boulder County owns in fee jointly with another entity, Boulder County shall in good faith endeavor to convey the conservation easement on such property jointly with the other joint owner. If Boulder County determines that, after such good faith effort, the other joint owner will not jointly convey a conservation easement, Boulder County shall nevertheless convey a conservation easement effective as to its interest in the property to Broomfield.

6.2 (b) Policies for Use of Open Space Properties. Broomfield shall have the right to recommend to the Boulder County Commissioners policies and plans for the use of the open space lands described in Section 6.2 (a) above and the Commissioners shall give serious consideration to such recommendations. Regarding policies and plans proposed by Boulder County, the County shall notify in writing and confer with Broomfield prior to adopting such policies and plans for the open space lands described in Section 6.2 (a). Boulder County and Broomfield agree that, when future trails or other recreational facilities are planned for these open space lands, the two entities shall consider joint funding of said facilities.

6.2 (c) Use of Open Space Properties by Broomfield Citizens.

With respect to all Boulder County open space properties, currently acquired or to be acquired in the future, Boulder County shall permit access to said properties to all City and County of Broomfield residents upon the same terms and conditions to which Boulder County residents are subject. This obligation shall terminate immediately if Broomfield has not made the payments required under Section 5.2 above.

6.3 Rights-Of-Way for Northwest Parkway. The Parties, along with the city of Lafayette, have previously entered into an Option to Purchase Agreement, dated December 17, 1996, which, among other things, provides for the acquisition by Broomfield, or by the city of Lafayette, or by both cities of rights-of-way for the Northwest Parkway through some of the County open space properties listed in Section 3 hereinabove. As long as Broomfield makes payments to Boulder County in accordance with the provisions of Section 5.2 above, Boulder County agrees that payment for such rights-of-way through such open space properties for which Broomfield is making financial contributions shall be reduced by the percentage of Broomfield's agreed on financial contribution. For example, if the cost of right-of-way through a certain open space property were to be \$10,000 and the percentage of Broomfield's agreed on financial contribution for said open space property is 50%, then the right-of-way acquisition cost shall be reduced by 50%, or by \$5,000. In the event Broomfield ceases to make the payments to Boulder County provided for in Section 5.2 above, then the right-of-way acquisition costs shall be as set forth in said Option Agreement less the funds contributed by Broomfield up to the point in time Broomfield ceased making such payments. For example, if Broomfield contributed only 30% of the cost of a certain open space property through which right-of-way for the Northwest Parkway is to be acquired, then the right-of-way acquisition cost would be reduced by 30% for right-of-way to be acquired and, if right-of-way had already been acquired based on an anticipated 50% financial contribution by Broomfield for the involved open space property, then an additional 20% of the right-of-way cost shall be paid to Boulder County.

6.4 Conveyance of Boulder County Owned Parcel to Broomfield.

Boulder County owns a small parcel of land located north of 120th Avenue and west of Sheridan Boulevard containing .28 of an acre, the location of said parcel being as shown on Exhibit C. Said parcel is not being used by Boulder County and Broomfield desires to have said parcel be a part of and owned by the City and County of Broomfield. Boulder County concurs with Broomfield's desire and shall convey said parcel to Broomfield by special warranty deed prior to December 31, 1998.

6.5 Petition for Disconnection of Broomfield North Parcel. Boulder County agrees to petition the City Council of the City of Broomfield for disconnection of the Broomfield North open space property, referred to in Section 5.3 above, on or before December 31, 1998.

6.6 No Opposition to Proposed City and County of Broomfield State Constitutional Amendment. In consideration of Broomfield's promise to pay its proportionate share of the County's open space revenue bonds, as set forth in Section 5 above, the Board of County Commissioners agrees to forebear from opposition to the proposed City and County of Broomfield constitutional amendment on the November 3, 1998 general election ballot, and therefore the Board will not adopt a resolution in opposition nor undertake other actions in opposition as may be permitted by the Colorado Campaign Reform Act, part 1 of article 45 of title 1, C.R.S., as amended.

7. PARTIES' AGREEMENT CONCERNING ANDERSON CONSERVATION EASEMENT. The Parties agree that the area of the conservation easement on the 39.3 acre property, located in the SE1/4 of Section 21, T1S, R69W of the 6th P.M., County of Boulder, State of Colorado, (recorded at Reception No. 01437957 in the real estate records of the Boulder County Clerk and Recorder) and shown on Exhibit D shall remain preserved for open space purposes in accordance with the limitations upon use set forth in the conservation easement for a term of 99 years from the date hereof, unless otherwise agreed upon, in writing, by both Broomfield and Boulder County.

8. FUTURE COOPERATION. There may be opportunities in the future for the parties to cooperate with one another regarding the acquisition of lands for open space purposes. When such opportunities benefit both parties and Broomfield uses its funds to acquire all or a portion of such lands for open space purposes, Broomfield's payment obligation to Boulder County may be reduced by an amount determined fair and appropriate by the Boulder County Commissioners. It is understood that any such decision shall be at the sole and exclusive discretion of the Boulder County Commissioners.

9. PARTIES AGREEMENT CONCERNING BROOMFIELD'S MASTER PLAN. The Parties agree that Broomfield shall have the right to include the open space properties enumerated in Section 6.2(a) above on Broomfield's Master Plan and to include such open space properties in the open space calculations for Broomfield's Master Plan. This right shall terminate if Broomfield does not make the open space tax payments to Boulder County as set forth in Section 5.2 above. After Broomfield has paid the full amount set forth in Section 5.1 above, Broomfield shall have the on-going right to include the said open space properties in Broomfield's Master Plan. In any event, Broomfield agrees not to annex any such open space properties without the approval of Boulder County.

10. OTHER AGREEMENT PROVISIONS.

10.1 Additional Documents or Action. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

10.2 Amendments. This Agreement contains the entire agreement between the Parties and there are no oral or collateral agreements or understandings. Any proposed amendments shall take place only upon each Party's approval by resolution adopted by the governing body of each Party, after notice and hearing as may be required by law.

10.3 Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party; provided, however, that the Parties agree that the City and County of Broomfield will be the assignee of the City of Broomfield.

10.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

10.5 City Not a Partner. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the City shall not be deemed a partner or joint venturer with Boulder County, and the City shall not be responsible for any debt or liability of Boulder County.

10.6 County Not a Partner. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, Boulder County shall not be deemed a partner or joint venturer with the City, and Boulder County shall not be responsible for any debt or liability of the City.

10.7 Enforcement. Either of the Parties may enforce this Agreement by any legal or equitable means, including specific performance, declaratory and injunctive relief. No other person or entity shall have any right to enforce the provisions of this Agreement.

10.8 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

10.9 Execution Required. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement.

10.10 Exhibits. All exhibits referred to in this Agreement are by reference incorporated herein and made an integral part hereof for all purposes.

10.11 Financial Obligations of the City. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement

shall be deemed to pledge the City's credit or faith, directly or indirectly, to the other Party.

10.12 Financial Obligations of the County. All financial obligations of Boulder County under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge Boulder County's credit or faith, directly or indirectly, to the other Party.

10.13 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue shall lie in the County of Boulder.

10.14 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

10.15 No Third Party Beneficiaries. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

10.16 Notices and Referrals. Any notice required or permitted by and any referrals regarding this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth immediately below, or at such other address as has been previously furnished in writing, by one Party to the other Party. Such notice shall be deemed to have been given when deposited in the mail of the United States Postal Service.

Entity	Representative
City of Broomfield	City Manager 1 DesCombes Drive Broomfield, CO 80020
Boulder County	Board of County Commissioners Post Office Box 471 Boulder, CO 80306

10.17 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.

10.18 Severability. If any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or

unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

10.19 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.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names.

CITY OF BROOMFIELD, A COLORADO HOME RULE MUNICIPAL CORPORATION

By: William M. Berens October 17, 1998
William M. Berens, Mayor Date

Attest:

Approved As To Form:

Vicki Man
City Clerk

Roy S. Howard
Roy S. Howard, City Attorney

COUNTY OF BOULDER – BY: BOARD OF COUNTY COMMISSIONERS

By: Ronald K. Stewart 10-20-98
Ronald K. Stewart, Chair Date

Attest:

Approved As To Form:

Ann M. Ashcroft
Clerk to the Board

H. Lawrence Hoyt
H. Lawrence Hoyt, County Attorney





This is a detailed plat map of a portion of Boulder County, Colorado. The map shows various land parcels, many of which are shaded with diagonal lines. Key features include:

- Geographic Labels:** "LAFAYETTE CITY LIMITS" is written in two locations. "BOULDER COUNTY" and "ADAMS COUNTY" are labeled on the right side. "MATTHEW OLSON" is labeled on the far right. "S. 100th St.", "S. 110th St.", and "S. 120th St." are labeled along the bottom edge.
- Parcel Identification:**
 - "LUDY CHARLES RUTAL 210.27 Acres" is a large shaded parcel in the upper right.
 - "THOMPSON (1) 40.00 Acres" and "THOMPSON (2) 40.01 Acres" are shaded parcels in the center.
 - "ROBERTS, RUTH 22.78 Acres" is a shaded parcel to the right of the Thompson parcels.
 - "BROOKFIELD NORTH 20.12 Acres" is a shaded parcel below the Roberts parcel.
 - "ROBERTS, RUTH 27.40 Acres" is a large shaded parcel in the lower left.
 - "ROBERTS, RUTH 22.04.00 Acres" is a shaded parcel in the center-left.
 - "VALLEY PROSTATEMENT 147.41 Acres" is a shaded parcel in the center-right.
 - "ARCHBISHOP OF DENVER 202.00 Acres" is a shaded parcel in the upper right, partially overlapping the Rutal parcel.
- Other Labels:**
 - "23" is a large number in the lower left area.
 - "24" is a large number in the lower right area.
 - "S. 100th St." and "S. 110th St." are labeled along the top edge.
 - "S. 120th St." is labeled along the bottom edge.
 - "S. 130th St." is labeled along the right edge.
 - "S. 140th St." is labeled along the bottom right edge.
 - "S. 150th St." is labeled along the right edge.
 - "S. 160th St." is labeled along the bottom right edge.
 - "S. 170th St." is labeled along the right edge.
 - "S. 180th St." is labeled along the bottom right edge.
 - "S. 190th St." is labeled along the right edge.
 - "S. 200th St." is labeled along the bottom right edge.
 - "S. 210th St." is labeled along the right edge.
 - "S. 220th St." is labeled along the bottom right edge.
 - "S. 230th St." is labeled along the right edge.
 - "S. 240th St." is labeled along the bottom right edge.
 - "S. 250th St." is labeled along the right edge.
 - "S. 260th St." is labeled along the bottom right edge.
 - "S. 270th St." is labeled along the right edge.
 - "S. 280th St." is labeled along the bottom right edge.
 - "S. 290th St." is labeled along the right edge.
 - "S. 300th St." is labeled along the bottom right edge.
 - "S. 310th St." is labeled along the right edge.
 - "S. 320th St." is labeled along the bottom right edge.
 - "S. 330th St." is labeled along the right edge.
 - "S. 340th St." is labeled along the bottom right edge.
 - "S. 350th St." is labeled along the right edge.
 - "S. 360th St." is labeled along the bottom right edge.
 - "S. 370th St." is labeled along the right edge.
 - "S. 380th St." is labeled along the bottom right edge.
 - "S. 390th St." is labeled along the right edge.
 - "S. 400th St." is labeled along the bottom right edge.
 - "S. 410th St." is labeled along the right edge.
 - "S. 420th St." is labeled along the bottom right edge.
 - "S. 430th St." is labeled along the right edge.
 - "S. 440th St." is labeled along the bottom right edge.
 - "S. 450th St." is labeled along the right edge.
 - "S. 460th St." is labeled along the bottom right edge.
 - "S. 470th St." is labeled along the right edge.
 - "S. 480th St." is labeled along the bottom right edge.
 - "S. 490th St." is labeled along the right edge.
 - "S. 500th St." is labeled along the bottom right edge.

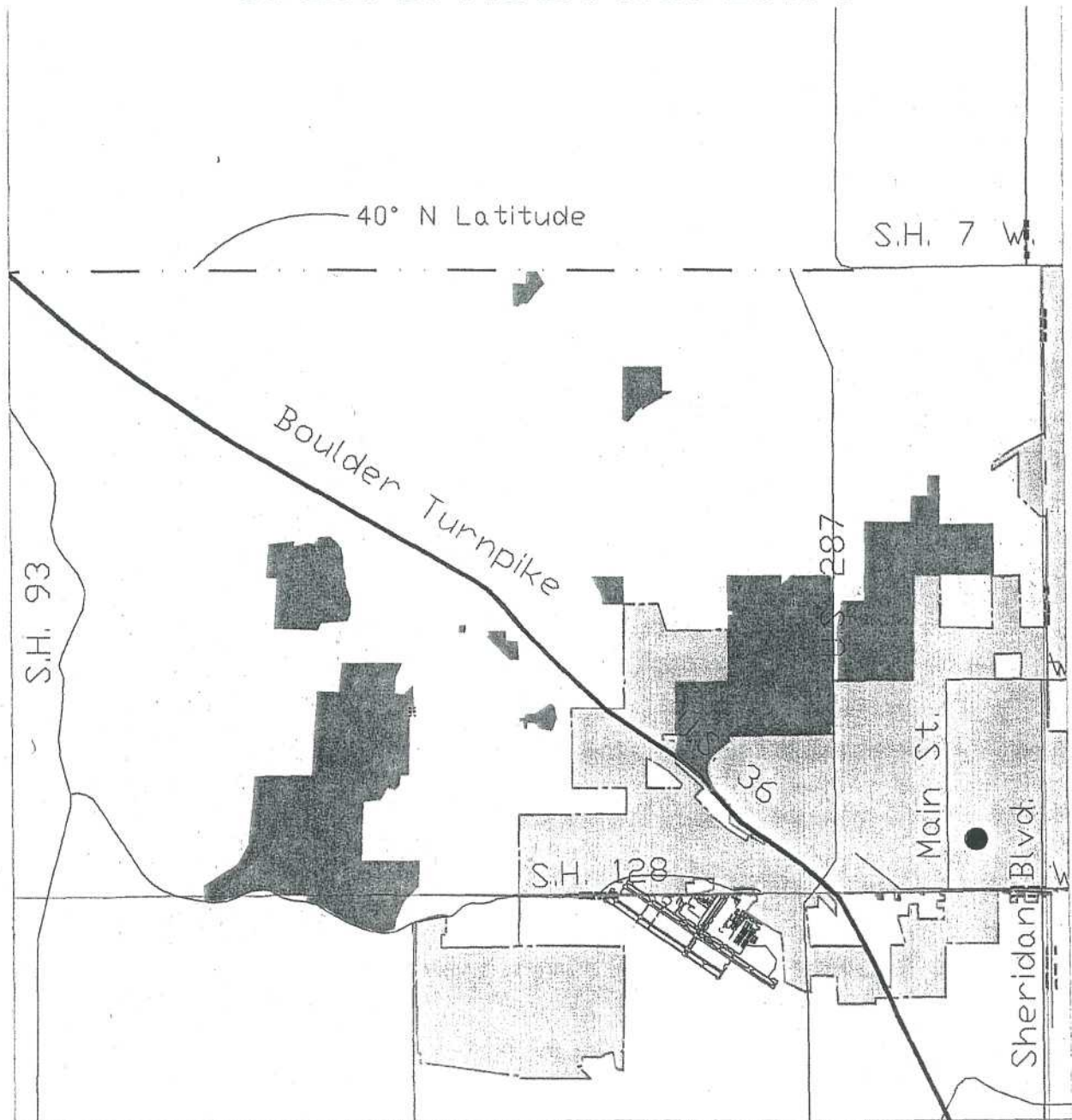
RM-NWPARC97.DWG



Exhibit B VICINITY MAP

SEPTEMBER 11, 1998

BOULDER COUNTY OPEN SPACE PROPERTY



 BOULDER COUNTY OPEN SPACE



Exhibit C
VICINITY MAP
SEPTEMBER 11, 1998

BOULDER COUNTY PARCEL

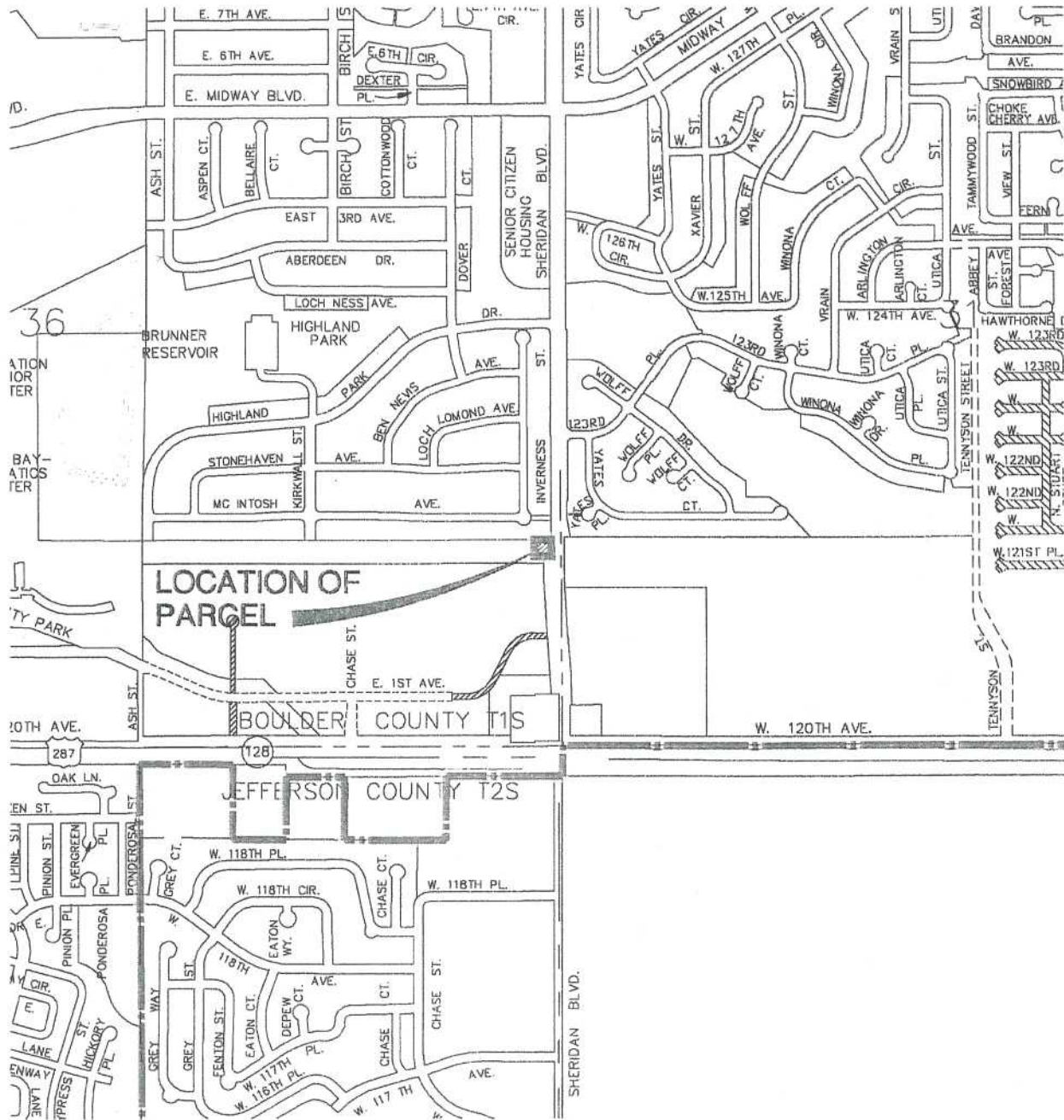
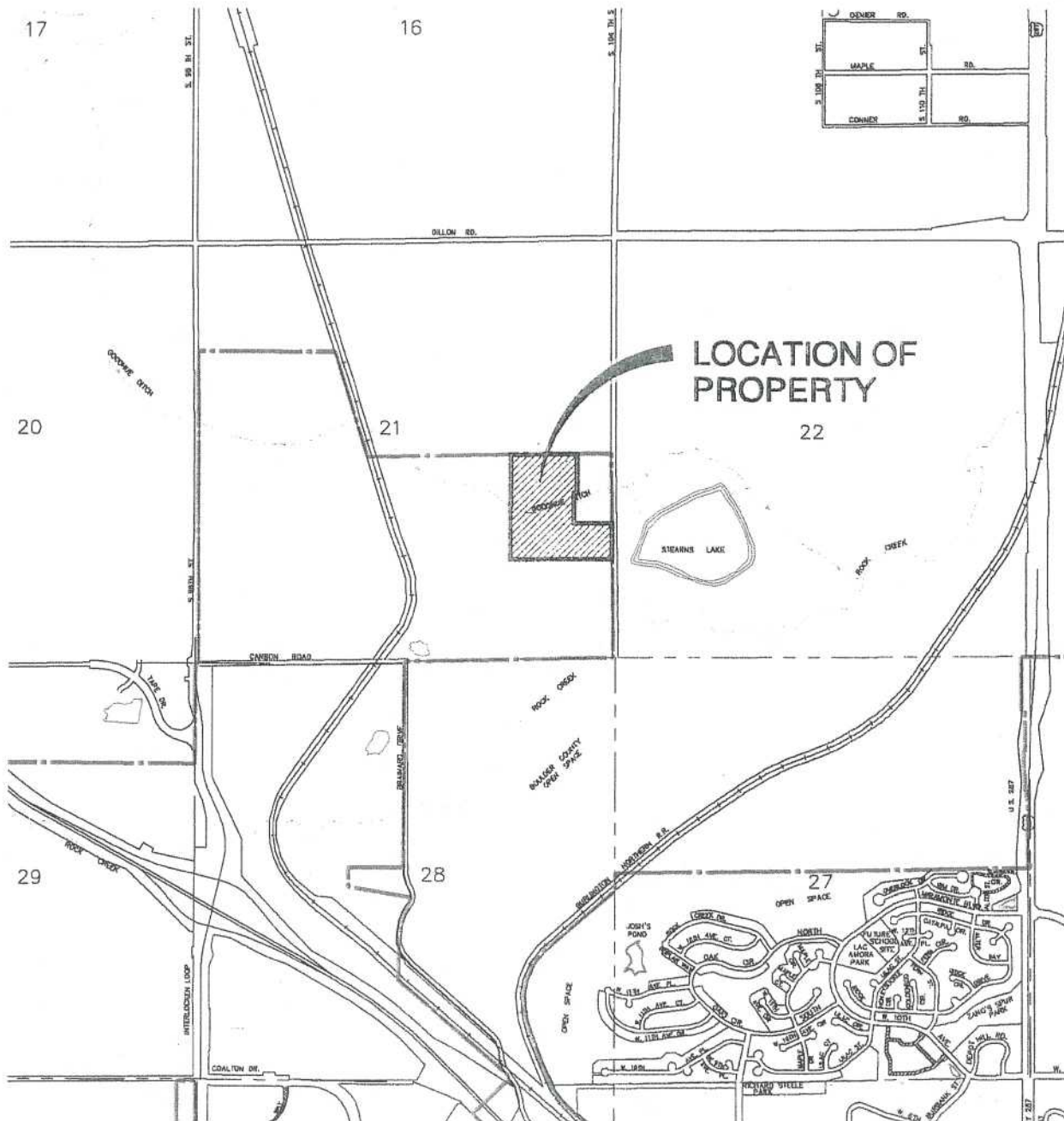




Exhibit D VICINITY MAP

SEPTEMBER 10, 1998

ANDERSON CONSERVATION EASEMENT





Administrative Services Department Financial Services Division

2020 13th Street • Boulder, Colorado 80302 • (303) 441-3505

City and County of Broomfield
Finance Manager
One Descombes Dr
Broomfield, CO 80020

10/28/02

Please find attached a worksheet detailing the amounts paid by the City of Broomfield toward the purchase of Open Space from 1994 through 2001. Per the Intergovernmental Agreement signed on 10/20/1998, it was agreed the Broomfield's share would be \$8,970,889. We have determined that the amount collected during this time frame was \$8,874,779, leaving a balance due of \$96,110. As shown, we have taken into account sales tax, building permit use tax, motor vehicle use tax, and property tax. Please review the data and feel free to call me at 303-441-4825 if you have any questions. Payment may be remitted to the following address:

Boulder County Financial Services
Attn: Ramona Farineau
PO Box 471
Boulder, CO 80306

Thank you,

Ramona Farineau
Accountant

Broomfield IGA - ITS SHARE OF COUNTY OPEN SPACE COSTS

Originally Prepared by: Virginia Aragon

Updated : Kathi Young

10/28/2002

BroomfieldIGA.xls

Year	Bldg permit use tax collected by Broomfield.	MV use tax collected by Clerk	Broomfield % of MV Use	Broomfield \$ for MV Use tax	Sales Tax collected by State	Broomfield % of sales tax	Broomfield \$ of Sales Tax	Open Space Budget in Gen Fund (prop. tax)	Broomfield % of Co. Valuation	Broomfield \$ related to Open Space prop. Tax	Total Broomfield Share	Per IGA 1994 thru 1997
	(1)	(1)	(2)	Calc	(3)	(4)	Calc		(5)	Calc		
1994	21,372	375,935	7.60%	28,571	5,191,200	8.29%	430,350	3,957,590	6.30%	249,328	729,622	
1995	55,045	426,290	7.60%	32,398	5,645,628	6.20%	350,029	3,957,590	6.40%	253,286	690,758	
1996	45,963	505,058	7.60%	38,384	6,014,790	5.52%	332,016	3,957,590	6.20%	245,371	661,734	
1997	98,525	536,760	7.60%	40,794	6,341,629	6.47%	410,303	3,957,590	6.20%	245,371	794,993	
Subtotal	220,905	1,844,043		140,147	23,193,247		1,522,699	15,830,360		993,355	2,877,107	2,865,531
1998	219,545	620,055	7.60%	47,124	7,036,169	7.29%	512,937	3,957,590	6.40%	253,286	1,032,892	
1999	314,819	740,305	7.60%	56,263	7,766,863	7.53%	584,845	3,957,590	6.70%	265,159	1,221,085	
2000	241,332	820,885	7.60%	62,387	8,107,361	13.46%	1,091,251	3,833,448	8.30%	318,176	1,713,146	
2001	167,936	801,574	7.60%	60,920	9,487,793	15.03%	1,426,015	3,833,448	9.80%	375,678	2,030,549	
Total	1,164,537	4,826,862		366,842	55,591,433		5,137,747	31,412,436		2,205,653	8,874,779	

Broomfield's share, per IGA	8,970,889	
Paid, 1994 through 1997, per IGA	(2,877,107)	6,093,782
Paid 1998, per this worksheet	(1,032,892)	5,060,891
Paid 1999, per this worksheet	(1,221,085)	3,839,805
Paid 2000, per this worksheet	(1,713,146)	2,126,659
Paid 2001, per this worksheet	(2,030,549)	96,110
Balance due from Broomfield	96,110	

Notes:

- (1) From Finance's Reports
- (2) From Co. Clerk's MV registration statistics. These were purged prior to 1997, but for 1997 & 1998 Broomfield's part of total Co. registrations was 7.6%
- (3) From Finance's Reports
- (4) From State Sales Tax Reports on file in Finance. The % shown is the % of State Sales Tax collected in Broomfield as compared to the total collected in the County.
The State did not provide statistics by city for the County Tax it collected prior to 2000, so it was assumed that the County's tax collections from Broomfield were the same as the States.
Percentages listed on finance file OPNSPTX2.xls
- (5) From the mill levy certification report (1993 for 1994 budget, etc.)

**INTERGOVERNMENTAL AGREEMENT
SOUTHEAST BOULDER COUNTY, SOUTH 96TH STREET, DILLON ROAD,
AND US 287 AREA COMPREHENSIVE DEVELOPMENT PLAN**

This Intergovernmental Agreement by, between and among the City of Broomfield, a Colorado home rule municipal corporation (Broomfield); the City of Lafayette, a Colorado home rule municipal corporation (Lafayette); the City of Louisville, a Colorado statutory city (Louisville); and the County of Boulder, a body politic and corporate of the State of Colorado (Boulder County); (collectively the "Parties") is made to be effective on the 18th day of February, 1999.

WITNESSETH:

WHEREAS, 29-20-101 et seq., C.R.S. as amended, enables the Parties to enter into Intergovernmental Agreements to plan for and regulate land uses, in order to minimize the negative impacts of development on the surrounding areas and protect the environment, and specifically authorizes local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by means of a "comprehensive development plan"; and

WHEREAS, in order to ensure that the unique and individual character of Broomfield, Lafayette, and Louisville, respectively, are preserved, the Parties believe that a comprehensive development plan which recognizes the annexed areas and development approved by each community, accompanied by binding commitments by the responsible jurisdictions for the preservation of the rural character of surrounding lands as identified within the Plan Area, is in the best interest of the citizens of each of the Parties; and

WHEREAS, the prohibition of rezoning or other discretionary land use approvals by Boulder County and of annexation or development by Broomfield, Lafayette or Louisville of certain lands within the Plan Area, is intended to preclude increased development and urban sprawl which would obliterate the boundaries of Broomfield, Lafayette, and Louisville and would, if permitted in the unincorporated area, require the provision of urban services by Boulder County, in contravention of provisions of the Boulder County Comprehensive Plan; and

WHEREAS, the parcels designated City Preservation do not currently have city utility services; and

WHEREAS, the Denver Regional Council of Governments, the transportation planning agency in which this Plan area is located, has adopted a Metro Vision 2020 plan calling for urban growth boundaries which serve to preserve individual communities through rural development and/or open space buffers separating such communities; and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement in order to plan for and regulate the use of the lands within the Plan Area through joint adoption of a mutually binding and enforceable comprehensive development plan; and

WHEREAS, the Parties find that designating a portion of the Plan Area to remain as rural development for the purpose of preserving a community buffer serves the economic and civic interest of their citizens and meets the goals of the Boulder County Comprehensive Plan; and

WHEREAS, the Parties anticipate the location of a multi-modal roadway to serve the transportation needs of the citizens, hereinafter referred to as the "Northwest Parkway"; and

WHEREAS, with respect to the rezoning and other land use regulatory actions required pursuant to this Agreement, the Parties find that the proposed Northwest Parkway is intended primarily to serve as a major throughway providing relief from congestion at its interchanges at U.S. 36, U.S. 287, and I-25; that, for the Parkway to serve this purpose, it is essential that further development in the Rock Creek valley be limited, so that traffic-generating uses in the valley do not use up the traffic carrying capacity of the Parkway and surrounding transportation infrastructure, and so that the need for additional or expanded local access points with the Parkway is limited into the future; and

WHEREAS, with respect to the annexation provisions herein, the Parties declare that the rural preservation designations and land use regulations contained in this Agreement affect the future development of each municipality. Consistent with the municipal annexation, utility service, and land use laws of the State of Colorado, this Agreement, including specifically the annexation and utility service portions hereof, is intended to encourage the natural and well-ordered future development of each Party; to promote planned and orderly growth in the affected areas; to distribute fairly and equitably the costs of government services among those persons who benefit therefrom; to extend the government, services, and facilities to the affected areas in a logical fashion; to simplify providing utility services to the affected areas; to simplify the governmental structure of the affected areas; to reduce and avoid, where possible, friction between the Parties; and to promote the economic viability of the Parties; and

WHEREAS, the functions described in this Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided in article 20 of title 29; part 1 of article 28 of title 30; part 1 of article 12 of title 31; and parts 2 and 3 of article 23 of title 31, C.R.S., as amended; and

WHEREAS, 29-1-201, et seq., C.R.S., as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, 18(2); and

WHEREAS, the Parties have each held hearings after proper public notice for the consideration of entering into this Agreement and the adoption of a comprehensive development plan for the subject lands, hereinafter referred to as the "Plan Area", as shown on the map portion of the Development Limitations attached hereto as Exhibit A;

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

1. SOUTHEAST BOULDER COUNTY AREA COMPREHENSIVE DEVELOPMENT PLAN. This Agreement, including Development Limitations (both text and map portions) attached hereto as Exhibit A, is adopted by the Parties as the Southeast Boulder County, South 96th Street, Dillon Road and U.S. 287 Area Comprehensive Development Plan (the "Plan") governing the Plan Area.

2. CONTROLLING REGULATIONS. Restrictions on use and development of lands within the Plan Area, as provided in Exhibit A, shall control and supersede local regulations of the Regulatory Party to the extent they conflict. For purposes of this Plan, the "Regulatory Party" is that Party having regulatory jurisdiction over the subject property at the time, or seeking to acquire jurisdiction through annexation. A Party shall be deemed to be "seeking" annexation as of the date when an annexation petition is filed. No Party shall agree with any landowner or other person or entity interested in any parcel within the Plan Area to allow any use or development which does not comply with the Plan without first obtaining a Plan Amendment as set forth herein.

2.1 The Parties each agree to undertake all steps to adopt procedures, plans, policies, and ordinances or other regulations as may be necessary to implement and enforce the provisions of this Plan. Any Party adopting such procedures, plans, policies, ordinances or regulations shall give each of the other Parties sufficient advance notice of such action as will enable such Parties, if they so desire, to comment upon the planned actions of that Party.

2.2 To the extent this Plan is silent as to a particular land use matter, existing local land use regulations of the Regulatory Party having jurisdiction over the property, as amended from time to time, shall control.

3. RURAL PRESERVATION AREA. Broomfield, Lafayette, and Louisville each agree that they will immediately disclose to the other any and all

instances in which they are approached by landowners in the Rural Preservation Area seeking annexation. Further, Broomfield, Lafayette, and Louisville each commit that they are not currently pursuing any annexations within the Rural Preservation Area.

3.1 The Map portion of Exhibit A shows certain lands within the Plan Area which are designated "Rural Preservation Area". These lands are intended to remain within the unincorporated area of Boulder County, subject to Boulder County's land use regulatory jurisdiction as limited in the text portion of Exhibit A. Broomfield, Lafayette, and Louisville each agree that it will not initiate or approve an annexation of any portion of any of the lands shown as "Rural Preservation Area" on the Map portion of Exhibit A without first obtaining approval of a Plan Amendment as provided for herein.

3.2 By authorizing the execution of this Agreement, the City Councils of Broomfield, Lafayette, and Louisville each respectively finds and declares that there is no community of interest between the lands designated "Rural Preservation Area" on the Map portion of this Plan with their respective jurisdictions, either Broomfield, Lafayette, or Louisville; that none of these lands is urban nor is likely to urbanize within the term of this Plan; and that none of these lands is currently integrated with, nor for the term of this Plan will any of them be capable of being integrated with their respective jurisdictions, either Broomfield, Lafayette, or Louisville.

4. TRANSPORTATION SYSTEM. The proposed Northwest Parkway is part of an overall roadway network whose components are part of an interdependent system.

4.1 **NORTHWEST PARKWAY.** Boulder County currently regulates the site selection of arterial or collector highways, pursuant to §24-65.1-101 et seq., C.R.S. Boulder County agrees that the acquisition of right-of-way for the Northwest Parkway as indicated on Exhibit A approximately 300 feet in width and the construction of the roadway, across the parcels shown on Exhibit A to contain potential right-of-way, and along an alignment reasonably conforming to that shown on Exhibit A shall be exempt from the guidelines and regulations adopted by Boulder County pursuant to §24-65.1-101 et seq., C.R.S. if the right-of-way does not encroach more than 50 feet into the Rock Creek Farm Open Space. Additional encroachment into the Rock Creek Farm Open Space may be allowed only at the discretion of Boulder County. Where necessary for on/off ramps at interchanges and for slope easements at interchanges and overpasses, the width may exceed 300 feet to the extent of such necessity.

While the final design of the roadway is to be determined at a later date, the Parties agree to the following:

4.1.1 The Parties agree that the use of any more than the northerly 50 feet of the Rock Creek Farm Open Space area shall in all circumstances require the express consent of Boulder County. For purposes of

this Agreement, the Rock Creek Farm Open Space consists of the open space properties owned by Boulder County in sections 22, 27 & 28, T1S, R69W, 6th PM. The construction of connector roads will be permitted as a part of the Parkway project. Intersections, interchanges, and overpasses on the Northwest Parkway shall be as indicated on Exhibit A. The foregoing provisions of this paragraph notwithstanding, the right-of-way for the Parkway shall be located sufficiently far south in the NW1/4 of Section 22, T1S, R69W, 6th PM, as shown on Exhibit A, so as to avoid the Kilker homestead building cluster.

4.1.2 The Parties will support an access point at U.S. 287. The parties agree to support a request to the Colorado Department of Transportation for such access. Preferred access will be through the construction of an Urban Interchange as shown on Exhibit A.

4.1.3 The Parties will support the roadway designed as a multi-modal facility within a right-of-way, approximately 300 feet in width, within an alignment that provides buffering between communities.

4.1.4 When determining the final location of the roadway corridor within the Plan Area as shown on Exhibit A, the Parties agree to take into account environmental and economic factors, as well as any other appropriate issues. In making this determination for the roadway corridor location west of U.S. 287 in the vicinity of Dillon Road, the Parties agree to also take into consideration the interests of the homeowners whose homes front on Dillon Road in this area.

4.1.5. As conceptually shown on Exhibit A, a continuous Dillon Road connection will be provided across the U.S. 287 corridor. The exact alignment will be determined at a later date. The Dillon Road alignment will avoid floodplain and riparian areas as much as possible and the location of the Dillon Road crossing of U.S. 287 will be subject to State approval. Furthermore, the conceptual design of the U.S. 287 interchange, at a reasonable cost, shall be subject to review by the city council of Lafayette, prior to the financing of the Parkway.

4.1.6 The Parties agree to cooperate and assist any of the other Parties in their efforts to acquire right-of-way for the Northwest Parkway within their jurisdictions, within the Plan Area. Such cooperation and assistance may include, but shall not require, any Party's use of the power of eminent domain, contribution of funds, or provision of land for such right-of-way.

4.1.7 The Parties will not object to the construction of the Northwest Parkway and the conceptual alignment for the roadway as shown on Exhibit A with a permitted variation of 50 feet from the center line. The Parties consent (1) to the creation of a public entity or entities pursuant to state statutes in effect as of the date of this agreement (including public highway authorities established pursuant to §43-4-501, et seq., C.R.S. and metropolitan districts established pursuant to §32-1-101, et seq., C.R.S.) to construct the Northwest Parkway, and to that entity's or entities' inclusion of Northwest Parkway right-of-way only within the boundaries of such entity or entities; (2) to the construction of the Northwest Parkway within the Parties' boundaries and within the corridor

shown in Exhibit A; and (3) to the exercise of the power of eminent domain by the entity or entities within the Parties' boundaries to acquire real property on which to construct the Northwest Parkway, which exercise shall (a) be in a manner so as to create no liability to the Parties or (b) be accompanied by an indemnification of the Parties by the entity or entities, to the extent permitted by law, for any loss or damage arising from the exercise of the power of eminent domain.

Notwithstanding anything in this subsection 4.1.7 to the contrary, where a public highway authority, in the exercise of eminent domain for right-of-way purposes, must condemn an additional portion of a parcel as an uneconomic remainder attendant, the Parties consent to such condemnation, and such parcel shall thereafter be used in accordance with the provisions of this Agreement and Plan, except that the Party in whose jurisdiction such parcel is located shall have an option to purchase such parcel for open space purposes at the price paid by the public highway authority, and the consent given to the extraterritorial condemnation by the authority is expressly conditioned upon the grant of such option by the authority to that Party.

4.1.8 Except for the consents set forth in subsection 4.1.7, the Parties expressly reserve and retain all rights, remedies, and authorities available under the Public Highway Authority law, C.R.S. §43-4-501 et seq. and the Special District Act, C.R.S. §32-1-101 et seq. Such rights specifically include, but are not limited to, the right to withhold consent to the authority's exercise of eminent domain outside its boundary but within the boundaries of the Parties, the right to refuse to allow the imposition of highway expansion fees or other impact fees by an authority within that Party's jurisdiction, and the right to withhold consent to the inclusion of any property other than Parkway right-of-way within the boundaries of the authority.

4.1.9 Design drawings for the construction of the Parkway shall be submitted to all Parties for review and comment regarding technical engineering issues such as drainage and grading.

4.2 AREA ROAD IMPROVEMENTS The four roadway improvements listed below are critical to the function of the overall transportation system. In order to assure the construction of these roadway improvements, the Parties agree to pursue funding through at least one or more of the following methods:

- I. Special improvement district
- II. Transportation Improvement Program funds through the Denver Regional Council of Governments
- III. Impact fees
- IV. State Transportation funds
- V. Northwest Parkway financing proceeds, tolls, or other revenues

4.2.1 South 96th Street. The Parties will support the construction of a four-lane extension of South 96th Street as conceptually shown on Exhibit A. The parties will support an application through the Denver Regional Council

of Governments (DRCOG) process for inclusion of this project on the Transportation Improvement Plan (TIP), with Louisville as the sponsoring agency.

4.2.2 West Midway Boulevard. The Parties will support extension of West Midway Boulevard to connect with Industrial Lane and an extension of Industrial Lane to connect with South 96th Street as shown on Exhibit A. The parties will support an application through the DRCOG process for inclusion of this project on the TIP, with Broomfield as the sponsoring agency.

4.2.3 South Boulder Road. The Parties will support extension of South Boulder Road from S. 120th St. eastward to Lowell Boulevard to provide access to a future Northwest Parkway interchange. The Parties will support an application through the DRCOG process for inclusion of this project on the TIP, with Lafayette as the sponsoring agency.

4.2.4 U.S. 36. The Parties will not oppose the interchange improvements at U.S. 36 and South 96th Street, including construction of directional ramps and transit facilities. Additionally, the Parties will not oppose interchange improvements at U.S. 36 and McCaslin Boulevard, consisting of construction of directional ramps and transit facilities within the right-of-way existing as of the date of this agreement and within 1,000 feet of the existing interchange.

4.3 ALLOCATION OF PARKWAY FINANCING PROCEEDS The parties agree, and the consents set forth in subsection 4.1.7 are expressly conditioned upon the requirements, that a minimum of \$22 million will be allocated from the Parkway financing proceeds for right-of-way acquisition, design engineering and the construction of South 96th Street pursuant to 4.2.1., of West Midway Boulevard pursuant to 4.2.2. and of a Dillon Road connection across the U.S. 287 corridor pursuant to 4.1.5. and that a minimum of \$10 million will be allocated from Parkway financing proceeds for open space and conservation easement acquisition. An illustrative allocation is as follows - actual totals for the Parkway financing proceeds may vary depending upon financing and Parkway design:

Total bond issue	\$255M
Open space and conservation easement allocation	\$ 10M*
Roads allocation	\$ 22M (see table below)

* To be provided equally to Broomfield and Louisville for perpetual conservation easement or fee title land purchases for five years after the Parkway financing proceeds are made available and after which, the parties will agree on the allocation of remaining funds. If Broomfield and Louisville expend funds for permanent conservation easements or fee title land purchases in advance of Parkway financing proceeds being available, Broomfield and Louisville are entitled to be reimbursed equally when such proceeds are available. To the extent these acquisitions are

totally funded by bond proceeds, title to the properties so acquired shall vest in the Public Highway Authority or other entity which issued the bonds, with an undivided interest in a conservation easement ensuring preservation of such properties as open space granted to or reserved by each of the Parties.

Road Priority for Minimum \$22M Listed Above**	
1	Dillon Road
2	South 96th Street
3	West Midway Boulevard

** Any remaining funds after projects are completed will be applied to implementation of the Northwest Parkway.

No Party which is a member of any public highway authority established to create the roadway referred to herein as the Northwest Parkway shall permit its representative(s) on the Board of Directors of said authority to authorize a bond issue to finance Northwest Parkway right-of-way acquisition or construction costs by the authority without inclusion of the \$10 million for perpetual conservation easements and fee title land acquisition or without inclusion of the \$22 million for road improvements as provided in this section. Further, the consents set forth under subsection 4.1.7 of this Agreement are expressly conditioned upon the requirements that the governing body(ies) of the entity(ies) created to construct the Northwest Parkway will include in and make available from the Northwest Parkway financing proceeds the \$10 million for perpetual conservation easement and fee title land acquisitions and the \$22 million for road improvements as provided in this section, and that such entity(ies) will exercise its powers and construct the Northwest Parkway in accordance with this Agreement. No consent set forth under subsection 4.1.7 shall benefit such entity(ies) until the governing body(ies) of the entity(ies) has executed a consent stating it agrees to be bound by these requirements, which consent shall be delivered to, run in favor of, and enforceable by the Parties hereto.

Conservation easements and lands purchased in fee shall be held for the purposes set forth in §5.4 of the Plan, to preclude additional development, except as specified in this agreement, on such lands in perpetuity as community buffers and to preclude additional traffic generation on the Parkway.

5. REFERRALS. Any application or other proposal for annexation or development on any parcel within that portion of the Plan Area designated Rural Preservation Area as set forth in Exhibit A, shall be immediately referred in writing to all Parties and no action shall be taken thereon by the referring Party until such Parties have had the opportunity to respond concerning the proposal's conformity to this Plan and other land use concerns. All such responses are to be received within 20 days of date of referral.

6. AMENDMENTS. This Plan contains the entire agreement

between the Parties. Any proposed amendment of the Plan affecting the jurisdiction over lands or the development regulation of lands must be referred to the Parties by the Regulatory Party, or by any Party seeking to become the Regulatory Party through annexation. Amendment of the Plan shall take place only upon approval by resolution or ordinance adopted by the governing body of each of the Parties, after notice and hearing as may be required by law. The Regulatory Party shall not approve nor permit any development or change of use of any parcel in the Plan Area by any means in a manner inconsistent with this Agreement until and unless the Plan has been amended so that the proposed development or use of such parcel is consistent with the Plan.

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

8. BENEFICIARIES. The Parties, in their corporate and representative governmental capacities, are the only entities intended to be the beneficiaries of the Plan, and no other person or entity is so intended.

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

10. DEFENSE OF CLAIMS/INDEMNIFICATION. If any person allegedly aggrieved by any provision of the Plan and who is not a Party to the Plan should sue any Party concerning such Plan provision, such Party shall, and any other Party may, defend such claim upon receiving timely and appropriate notice of pendency of such claim. Defense costs shall be paid by the Party providing such defense.

Notwithstanding the foregoing, if the claim concerns the designation of property as "Rural Preservation Area," Boulder County shall provide defense in such action. If the claim concerns the designation of property as "City Preservation," the responsible city Party shall provide such defense.

In the event that any person not a Party to the Plan should obtain a final money judgment against any Party who is not the Regulatory Party for the diminution in value of any regulated parcel resulting from regulations in the Plan, or regulations adopted by the Regulatory Party implementing the Plan, the Regulatory Party shall, to the extent permitted by law, indemnify such Party for the amount of said judgment.

11. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Colorado and venue shall lie in the County

of Boulder.

12. TERM AND EFFECTIVE DATE. This Agreement shall become effective upon signature of an authorized representative of the governing bodies of the Parties. Except as provided herein, this Agreement shall remain in effect for a period of thirty (30) years from the effective date, unless terminated prior thereto by agreement of all the Parties or pursuant to the terms of section 7 above.

13. PARTY REPRESENTATIVES. Referrals made under the terms of this Agreement shall be sent to the Parties' representatives as follows:

ENTITY:

County of Boulder

City of Broomfield

City of Lafayette

City of Louisville

REPRESENTATIVES:

Director, Land Use Department
P.O. Box 471
Boulder, CO 80306

City Manager
1 DesCombes Dr.
Broomfield, CO 80020

City Administrator
1290 S. Public Rd.
Lafayette, CO 80026

City Administrator
749 Main St.
Louisville, CO 80027

Name and address changes for representatives shall be made in writing, mailed to the other representatives at the then current address.

THIS AGREEMENT made and entered into to be effective on the date as set forth above.

CITY OF BROOMFIELD

By: William M. Berens
William Berens, Mayor

2/18/99
Date

ATTEST:

Vicki May
City Clerk

APPROVED AS TO FORM:

Roy S. Howard
Roy S. Howard, City Attorney

CITY OF LAFAYETTE

By: Carolyn McIntosh
Carolyn McIntosh, Mayor

2/18/99
Date

ATTEST:

Shirley A. Peterson
City Clerk

APPROVED AS TO FORM:

Patricia C. Tisdale
Patricia C. Tisdale, City Attorney

CITY OF LOUISVILLE

By: Tom Davidson
Thomas Davidson, Mayor

2-18-99
Date



[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
Samuel J. Light, City Attorney

COUNTY OF BOULDER
BY: BOARD OF COUNTY COMMISSIONERS

By: Ronald K Stewart
Ronald K. Stewart

2-18-99
Date

ATTEST:

APPROVED AS TO FORM:

Susan M. Ashcroft
Clerk to the Board

H. Lawrence Hoyt
H. Lawrence Hoyt, County Attorney

EXHIBIT A
(text portion)

**SOUTHEAST BOULDER COUNTY 96TH STREET, DILLON ROAD
AND U.S. 287 AREA IGA
COMPREHENSIVE DEVELOPMENT PLAN**

1. INTRODUCTION. This Comprehensive Development Plan (hereinafter "CDP") has been jointly developed and adopted by the Parties, and is entered into by Intergovernmental Agreement of said entities.

1.1 These Development Limitations are intended to provide specific land use and development restrictions governing the "Rural Preservation Area" parcels, the "City Preservation Area" parcels and the "City Open Space Area" parcels located within the Plan Area, the boundaries of which are set forth on the attached Map.

2. DEFINITIONS.

2.1 **DEVELOPMENT:** Construction or establishment of structures, parking areas, and/or surfaced vehicular roadways (except expansion of existing roads and except construction of the "Northwest Parkway" or a successor thereto along the alignment shown on Exhibit A), or establishment of new land uses.

2.2 **PLAN AREA:** Lands included within the boundaries of the designated Plan Area as set forth on the Map, including right-of-way, setback areas, and parcels subject to the Plan's Development Limitations.

2.3 **STRUCTURE:** Anything which is built or constructed, including but not limited to an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, but excluding fences, retaining walls not over 6 feet in height, and buried utility lines.

3. DEVELOPMENT LIMITATIONS ON RURAL PRESERVATION AREA PARCELS.

3.1 For parcels designated Rural Preservation Area on the Map, those existing uses of such parcels which conform to Boulder County's regulations, or which are legally nonconforming, shall be permitted to continue, either as legal or legal nonconforming uses. No density increase beyond the limits currently permissible under the Boulder County Land Use Code shall be approved for any such parcel, nor shall any such parcel be annexed to any municipal Party, unless the same is approved through the Plan amendment

procedure set forth in Section 6 of the Agreement above.

3.2 Pursuant to regulations in the Boulder County Land Use Code as it may exist from time to time, parcels within the Rural Preservation Area may be "sending parcels" for purposes of transferring development rights (TDRs). However, such parcels shall not serve as "receiving parcels" without amendment of this Agreement. TDR units shall not be "sent" from parcels designated in this Agreement as Rural Preservation Area to be located upon a receiving site within the adopted comprehensive plan area of a municipal Party without the consent of the interested Party or Parties.

3.3 Development on parcels for which "vested rights" for further development have been acquired through an estoppel against Boulder County precluding the prohibition of such development established by a final, non-appellable court judgment in a proceeding of which the other Parties have been given timely notice and the opportunity to join or intervene shall be permitted to the extent such development is in conformance with the rights so acquired and occurs within the vested period.

3.4 Establishment of uses and development in conformance with the zoning (including approved PUD plans) and other land use and development regulations applicable to the property on the effective date of this Plan shall be permitted, where such uses or development continue to be permitted under the provisions of the Boulder County Land Use Code at the time at which they are sought to be established. Permission for such development shall be processed through the normal procedures otherwise established by Boulder County.

3.5 Approval of an NUPUD with residential density no greater than 2 units per 35 acres by Boulder County upon such lands is permitted pursuant to the regulations generally applicable therefor at the time of application submittal, and such approval is not for purposes of these Development Limitations an increase in density.

3.6 Any proposed use or development of any portion of the parcels designated Rural Preservation Area shall conform to the provisions of this Agreement, or, if nonconforming, shall require amendment of the Plan in the manner provided in the Agreement. Any proposed rezoning, subdivision, special use or other regulatory process, or amendment or modification of any existing zoning, PUD, special or conditional use, or subdivision plat, or issuance of a building permit, or proposed annexation, whether or not coupled with any such regulatory process, entered into for any lands designated Rural Preservation Area shall conform to the Plan, or with an approved amendment thereof, in order to be approved by the Regulatory Party.

4. SPECIFIC PARCELS PROVISION. References to specific parcels in this agreement will be by the Boulder County Assessor's parcel number. The attached map shows parcel numbers, acres and the current owner.

4.1 Parcels numbered 157521000034 (40.00 acres), 157521000037 (38.53 acres), 157521002001 (39.24 acres), 157521001003

(30.04 acres), 157521001001 (4.29 acres), 157521001002 (2.50 acres) and 157521001004 (2.50 acres) on the attached map, totaling 157.1 acres, are designated City Preservation Area with future use to be limited to agriculture and low density residential development. Broomfield hereby agrees to acquire a perpetual conservation easement on the above parcels that will allow additional residential use with a density of no more than 1 unit per 13 acres and will negotiate in good faith to this end.

4.2 A parcel numbered 157521000024 (1.20 acres) on the attached map is designated City Preservation Area with future use to be limited to agriculture and low density residential development. Broomfield hereby agrees to acquire a perpetual conservation easement on the above parcel that will allow additional residential use with a density of no more than 1 unit and will negotiate in good faith to this end.

4.3 A parcel numbered 157521000019 Tract "C" (8.45 acres) on the attached map is designated City Preservation Area with future use to be limited to agriculture and low density residential development. Broomfield hereby agrees to acquire a perpetual conservation easement on the above parcel that will allow additional residential use with a density of no more than 1 unit and will negotiate in good faith to this end.

4.4 Parcels numbered 157521000020 (18.00 acres), 157521000003 (40.00 acres), 157521000022 (73.00 acres), 157521000001 (40.00 acres) on the attached map, totaling 171.00 acres, are designated City Preservation Area with future use to be limited to agriculture and low density residential development. Louisville hereby agrees to acquire a perpetual conservation easement on the above parcels that will allow additional residential use with a density of no more than 1 unit per 5 acres and will negotiate in good faith to this end.

4.5 A parcel numbered 157521000021 (59.00 acres) on the attached map is designated City Preservation Area with future use to be limited to agriculture and low density residential development. Broomfield hereby agrees to acquire a perpetual conservation easement on the above parcel that will allow additional residential use with a density of no more than 1 unit per 5 acres and will negotiate in good faith to this end.

4.6 A parcel numbered 157521000016 (1.00 acre) on the attached map is designated City Preservation Area with future use to be limited to agriculture and low density residential development. Broomfield hereby agrees to acquire a perpetual conservation easement on the above parcel that will allow residential use with a density of no more than 1 unit and will negotiate in good faith to this end.

4.7 A parcel numbered 157520000032 (33.70 acres) on the attached map is designated City Preservation Area with future use to be limited to agriculture and low density residential development. Louisville hereby agrees to allow residential use with a density of no more than 1 unit per 5 acres, on this parcel.

4.8 Fifty percent of a parcel numbered 157520000001 (23.15

acres) on the attached map is designated City Open Space Area with future use to be limited to open space uses. Louisville hereby agrees to allow only open space uses on this parcel.

4.9 Parcels numbered 157528000004 (13.80 acres), 157528000005 (28.91 acres), and 157528000016 (13.00 acres) on the attached map are designated City Preservation Area with future use to be limited to 10± acres for RTD transit center and park and ride facility and 46± acres for city open space and/or City Preservation Area. By agreement, Broomfield has an option to purchase the remaining acreage not needed for the transit center and park and ride facility and has allowed RTD residential use with a density of no more than one unit per five acres on 46± acres of this parcel if Broomfield does not purchase the 46± acres for open space by November 2002. Broomfield will use its best efforts to purchase all or part of remaining RTD property.

4.10 The parcel numbered 157528000003 (5.00 acres) on the attached map is designated City Preservation Area with future use to be limited to agriculture and low density residential. Broomfield hereby agrees to acquire a perpetual conservation easement on the above parcel which will limit the use to 1 residential unit.

4.11 Parcels numbered 157529000019 (2.48 acres) and 157529000010 (38.91 acres) on the attached map are designated City Preservation Area with future use to be limited to private open space. Broomfield hereby agrees to acquire a perpetual conservation easement on the above parcels that will allow private open space and will negotiate in good faith to this end.

4.12 A parcel numbered 15752000002 (51.71 acres) on the attached map is designated City Preservation Area with future use to be limited to agriculture, private open space (including a golf course use) and low density residential development. Broomfield hereby agrees to acquire a perpetual conservation easement on the above parcel that will allow additional residential use with a density of no more than 1 unit per 13 acres and will negotiate in good faith to this end.

4.13 A parcel numbered 157520000009 (78.30 acres) on the attached map is currently unincorporated Boulder County and is designated City Preservation Area; if and when annexed to the City of Louisville, future use shall be limited to agriculture and low density residential development. Louisville hereby agrees to allow residential use with a density of no more than 1 unit per 4 acres, on this parcel. Prior to annexation this parcel is designated Rural Preservation.

4.14 Parcels numbered 157515000006 (155.00+-acres), 157515000022 (3.0 acres) and 157515000023 (1.0 acres) on the attached map are designated City Preservation Area with future use to be limited to agriculture and low density residential development. Louisville hereby agrees to acquire perpetual conservation easements on the above parcels that will allow additional residential use with a density of no more than 1 unit per 5 acres and will negotiate in good faith to this end.

4.15 A parcel numbered 157521000018 (36.0 acres) on the attached map includes a portion designated as "A" (6.14 acres) titled Gateway City Open Space Area. Broomfield hereby agrees to acquire and allow only open space uses or entry feature uses on this parcel and will negotiate in good faith to this end.

4.16 Parcels numbered 157520000002, 157520000003, 157520000004, 157520000005, 157520000020, 157520000019 and 157520000007 (a total of approximately 78 acres) on the attached map are currently unincorporated Boulder County and are designated Rural Preservation Area. Future Use shall be limited to agriculture and low density residential development. Boulder County agrees to consider approval of residential use with a density of no more than 1 unit per 4.5 acres on these parcels, provided that a perpetual conservation easement limiting development to no more than 1 unit per 4.5 acres is secured as part of the approval of the new density.

4.17 A parcel numbered 157520000031 (80 acres) on the attached map is currently unincorporated Boulder County. If and when annexed to the City of Louisville, Louisville shall use its best efforts in good faith to require an undeveloped buffer along the northern side of said parcel. The parties agree that only Louisville can annex this property.

4.18 Louisville, Lafayette, and Boulder County agree to initiate a process to amend the existing Lafayette/Louisville Buffer Comprehensive Development Plan Intergovernmental Agreement between the cities of Lafayette and Louisville, to bring the Haight property (Parcel number 157515000012) into conformance with the map portion of Exhibit A.

5. RURAL PRESERVATION AREA.

5.1 Any properties within the Plan Area designated as Rural Preservation Area which are acquired as "open space" shall be acquired in fee or by perpetual conservation easement (as defined in §38-30.5-102, C.R.S.) for open space purposes by any one or more of the Parties, to the extent funds are appropriated and made available for such purpose. The method by which such acquisition will take place, and the terms and conditions of purchase, together with the determination of whether fee title or a perpetual conservation easement will be acquired, shall be at the sole discretion of the acquiring Party(ies).

5.2 The right-of-way necessary for construction of the Northwest Parkway or a successor roadway, as shown on Exhibit A, may be obtained at the same time that any Rural Preservation Area property which is sought to be acquired for open space (through which the proposed Northwest Parkway) alignment runs as shown on Exhibit A is acquired; or any Party may acquire the right-of-way necessary for construction of the Northwest Parkway at any other time. Any Party seeking to obtain the proposed right-of-way shall commit to the acquiring Party to purchase the right-of-way upon the same terms and at the same time as the open space acquisition. For this purpose, at the time any Party(ies) contracts to purchase such Rural Preservation Area parcel for open space purposes, such Party(ies) shall provide to each other Party(ies) an option

for purchase of the right-of-way.

5.3 Upon acquisition of any Rural Preservation parcels shown on Exhibit A, the acquiring Party shall provide to each of the other Parties an undivided interest in a perpetual conservation easement upon said lands, providing for restrictions on development and the use in accordance with the terms of this Plan and the site-specific management plan.

5.4 Open space shall serve one or more of the following functions:

- (a) urban shaping between or around municipalities or community service areas and buffer zones between residential and non-residential development;

- (b) preservation of critical ecosystems, natural areas, scenic vistas and area fish and wildlife habitat, natural resources and landmarks, and cultural, historical and archaeological areas;

- (c) linkages and trails, access to public lakes, streams and other usable open space lands, stream corridors and scenic corridors along highways;

- (d) areas of environmental preservation, designated as areas of concern, generally in multiple ownership, where several different preservation methods (including other governmental bodies' participation or private ownership) may need to be utilized;

- (e) conservation of natural resources, including but not limited to forest lands, range lands, agricultural land, aquifer recharge areas, and surface water;

- (f) preservation of land for outdoor recreation areas limited to passive recreational use, including but not limited to hiking, photography or nature studies, and if specifically designated, bicycling, horseback riding, or fishing;

- (g) underground public facilities, including public utility mains and lines; other public facilities may be located thereon where approved by the governing bodies of each of the Parties.

5.5 Once acquired, open space may be used only for the above purposes, and shall be used in accordance with a site-specific management plan approved by the governing body of the acquiring Party(ies) after consultation with the other Parties. Until acquisition, such parcels or portions of parcels shall be subject to the Development Limitations set forth in Section 3 of this Plan.

5.6 Residents of the Cities of Broomfield, Lafayette, and Louisville shall be entitled to use the open space properties acquired by Boulder County pursuant to (and subsequent to the execution of) this Agreement to the same extent and upon the same terms and conditions as all Boulder County residents, irrespective of the county in which such city residents live.

6. CITY PRESERVATION AREA.

6.1 Any properties within the Plan Area designated as City Preservation Area for which perpetual conservation easements are to be

acquired shall be acquired by any one or more of the Parties. The method by which such acquisition will take place, and the terms and conditions of purchase, together with the determination of whether fee title or a perpetual conservation easement will be acquired, shall be at the sole discretion of the acquiring Party(ies). Moreover, no Party shall have any responsibility regarding the acquisition or provision of right-of-way for the Northwest Parkway pursuant to this Agreement until such conservation easement acquisitions have been completed by the other Parties or such regulatory actions have been taken by the other parties to the extent permitted by law to ensure that development on the properties conforms to the use and densities set forth in Section 4 and its subsections above. Any Party is entitled to enforce this provision through an action for specific performance, which shall expressly be understood to include the right to specifically enforce the acquisition of such properties by any Party which is in default of this provision and/or to enforce the provisions of this Agreement upon regulatory actions of any Party and development applications for any parcel subject to this Agreement. It is also expressly understood that the lack of appropriation shall not be a defense to such an action for specific performance so long as Northwest Parkway proceeds have been received and appropriated in the then current and succeeding fiscal years for open space land acquisition and that, because this provision is of the essence to this Agreement, to the extent any Party has performed any action in pursuance of this Agreement, no other Party shall thereafter renege on its obligations pursuant to this intergovernmental agreement. Nothing herein shall be deemed to affect or hinder anticipated open space acquisitions by Louisville and Boulder County in Section 17, T1S, R69W, 6th P.M.

6.2 The right-of-way necessary for construction of the Northwest Parkway or a successor roadway, as shown on Exhibit A, may be acquired by any Party(ies) at the same time that any City Preservation Area (through which the proposed "Northwest Parkway" alignment runs as shown on Exhibit A) perpetual conservation easement or fee title is sought to be acquired or any Party(ies) may acquire the right-of-way necessary for construction of the Northwest Parkway at any other time. For this purpose, at the time any Party(ies) contracts to purchase such City Preservation Area perpetual conservation easement or fee title, such Party(ies) shall provide to each other Party(ies) notice of such actions and such Party(ies) shall cooperate with other Party(ies) that wish to purchase right-of-way.

6.3 Upon acquisition of any City Preservation Area parcels shown on Exhibit A, the acquiring Party shall provide to each of the other Parties an undivided interest in a perpetual conservation easement upon said lands, providing for restrictions on development and the use in accordance with the terms of this Plan.

6.4 Within any properties within the Plan Area designated as City Preservation Area a "clustering" concept shall be encouraged wherein allowed residential units shall be concentrated on smaller lots within one portion of the property to preserve larger contiguous areas of undeveloped land,



Boulder County Clerk, CO AG

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provided maximum gross densities are not exceeded.

6.5 Each Regulatory Party shall adopt such regulations and take such regulatory actions to the extent permitted by law as necessary to ensure that development on the properties conforms to the uses and densities set forth in section 4 and its subsections above. All regulatory actions required pursuant to this Agreement shall be taken by the relevant Party within 90 days of the effective date of this Agreement. No construction of the Parkway west of U.S. 287 and governed by the Plan shall take place until all Parties have taken all regulatory actions required pursuant to this Agreement.

6.6 Should a Party(ies) exercise its power of eminent domain to obtain property interests under this agreement, the Party(ies) shall in its appraisal, performed pursuant to section 38-1-121, C.R.S., or otherwise, value the property at the fair market value based upon the zoning prior to the time of taking the regulatory action.

6.7 The city Parties hereby grant their consent to the purchase or other acquisition, including through the exercise of eminent domain, by Boulder County of any City Preservation parcel or portion thereof for open space purposes.

6.8 If the acquisitions provided for in Section 4 of this Plan, or any of them, have not occurred by January 1, 2005 and there are not sufficient Parkway financing proceeds available then to complete the acquisitions, then the Parties shall meet and negotiate in good faith a plan for financing the balance of the acquisitions, which financing plan shall be adopted by the Parties on or before July 1, 2005.

6.9 Each of the cities in which City Preservation parcels are located agrees that it shall, prior to December 31, 1999, obtain an amendment to its "urban growth boundary" in the approved DRCOG Metro Vision 2020 Plan, placing such City Preservation parcels outside that city's urban growth boundary, and agrees that, based thereon, it will not extend urban utility services to said properties during the term of this Agreement and Plan; except that a city may extend such services to a cluster development authorized by subsection 6.4 and existing homes within the City Preservation Area; and except that no city Party shall be deemed in breach of this provision if required to provide any such services pursuant to a final, non-appealable court order or judgment. Any such amendment, however, shall not be required if said amendment would prevent any city Party from providing said parcels with water and sewer service at the density levels provided under Section 4 Specific Parcels Provision.

REVISSED FEBRUARY 11, 1990



**AN INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE CITY OF BROOMFIELD AND THE CITY OF DAcono
REGARDING FUTURE GROWTH AREAS**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 14th day of September, 1999, by and between The City of Broomfield, a Colorado Municipal Corporation, (Broomfield) and the City of Dacono, a Colorado Municipal Corporation (Dacono), collectively the "parties" or "municipalities".

WHEREAS, Broomfield and Dacono each find that:

1. Growth and development and demands for municipal services exist, and will continue to exist, within the vicinity of the municipalities.
2. Each municipality has a commitment to orderly growth and quality development; to promoting the economic viability and environmental integrity of their respective communities; to planning the location and timing of activities and development which may result in increased demands for its services; to providing for the efficient development and extension of municipal services, facilities, and regulation; and to avoiding unnecessary duplication of governmental services.
3. Cooperation and increased coordination between the municipalities as represented in this Agreement, in planning for the affected geographic area, will enhance the ability of the municipalities to achieve their respective and common goals.
4. The people of the state of Colorado have authorized the municipalities to exercise the powers and to cooperate and contract in the matters set forth in this Agreement through Colorado Constitution, Article XIV, Section 18(2)(a), and Article XX.
5. The General Assembly of the state of Colorado has authorized and encouraged the municipalities to exercise the powers and to cooperate and contract in matters set forth in this Agreement through the enactment of state statutes including, but not limited to: C.R.S. §29-20-101, et seq., C.R.S. §29-1-201, et seq., C.R.S. §31-12-101, et seq., and C.R.S. §§31-15-708 and -710; Parts 2 and 3 of Article 23, title 31 of the Colorado Revised Statutes; and Part 4 of Article 35, Title 31 of the Colorado Revised Statutes.
6. Specifically, the Local Government Land Use Control Enabling Act of 1974, as amended, C.R.S. §29-20-101, et seq., (the Act) enables the parties to enter into an intergovernmental agreement for the purpose of planning or regulating the development of land including, but not limited to, the joint exercise of planning, zoning, subdivision, building, and related regulations.

7. The Act further provides that local governments may provide through intergovernmental agreements for the joint adoption by the governing bodies, after notice and hearing, of mutually binding and enforceable comprehensive development plans for areas within their jurisdictions.
8. This Agreement is entered into pursuant to the authority granted by the General Assembly and the people of the state of Colorado, as described above, and the subject matter and agreements contained herein are logical and foreseeable results of the foregoing statutes and constitutional provisions.

WHEREAS, the municipalities desire to see the area develop in a coordinated, orderly, high-quality manner as defined by the respective parties; and

WHEREAS, in view of the foregoing findings, it is appropriate that this Agreement be executed by each of the parties hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties as follows:

1. **GEOGRAPHICAL CORRIDOR.** The "Corridor" referenced in this Agreement is the Weld County Road #8 corridor from Interstate 25 to Weld County Road #11.
2. **LAND USE.** The municipalities agree to use their best efforts using their respective adopted ordinances, plans and policies to see the Corridor develop in a coordinated, orderly, high-quality manner.
3. **RECREATION AND ENVIRONMENT PLANNING.** The municipalities agree to cooperate with each other and other affected agencies and individuals in the planning of recreational opportunities within the Corridor and in planning to maintain and enhance the environmental integrity of the Corridor.
4. **DEVELOPMENTAL REFERRAL.** Each municipality shall provide the other municipality with a copy of any annexation petition, initial zoning, rezoning, planned unit development, site development plan, variance, conditional use or special use, subdivision application, and injection well application affecting property located within 0.5 miles of the Corridor for review and comment at least 30 days prior to any formal action thereon by any municipal official, commission, agency, council or other body.
5. **ANNEXATION.** In order to achieve the purposes of the Agreement as described herein, the parties agree as follows with respect to annexation by each within the Corridor:

- (a) Broomfield agrees to refrain from exercising its annexation power north of Weld County Road #8 and east of Weld County Road #11;
 - (b) Dacono agrees to refrain from exercising its annexation power south of Weld County Road #8 and west of Weld County Road #11;
 - (c) Annexation by a party contrary to (a) or (b) above shall be permitted only upon mutual agreement of the municipalities.
6. **PARTIES TO EXERCISE GOOD FAITH.** Each municipality agrees to devote its best efforts and to exercise good faith in implementing the provisions of this Agreement.
7. **INTENT OF AGREEMENT.** This Agreement is intended to describe the rights and responsibilities only as between the named parties hereto. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties hereto, not to require either of the municipalities to annex any property, or to provide any services to any real property. This Agreement is not intended to limit in any way the powers or responsibilities of any other political subdivision of the State of Colorado not a party hereto.
8. **REMEDIES.** Should either party fail to comply with the provisions of this Agreement, the other party, after providing written notification to the non-complying party and upon the failure of said party to achieve compliance within ninety (90) days after said notice, may at its option, either terminate this Agreement in its entirety or file an action in district court pursuant to C.R.S. §29-20-105 (2)(g). In no event shall damages relief be available to any party for default of this Agreement. In the event of such litigation, each party shall be responsible for its own costs, including attorneys' fees.
9. **EFFECTIVE DATE.** This Agreement shall become effective when executed by all of the municipalities.
10. **TERMINATION.** This Agreement shall remain in full force and effect for a period of three years beginning from the date of its execution unless earlier terminated by mutual agreement of the parties. Thereafter, it shall be automatically renewed for successive one-year terms unless, at least ninety days prior to the expiration of a term, notice is given of a party's decision not to renew the Agreement. Such decision will be by formal action of the governing body requesting termination.
11. **AMENDMENT.** This Agreement may be amended only in writing by the parties hereto.

12. **EFFECT OF INVALIDITY.** If any portion of any paragraph of this Agreement is held invalid or unenforceable by a Court of competent jurisdiction as to any party, such invalidity or unenforceability shall not affect the other paragraphs of this Agreement except that, if a requirement or limitation in such paragraph is declared invalid as to one party, any corresponding requirement or limitation shall be deemed invalid as to the other party.

IN WITNESS WHEREOF, the above parties hereto have caused this Agreement to be executed.

CITY OF DACONO,
a Colorado Municipal Corporation

By: *Zinda D. Stepien*
Mayor

ATTEST:

Nancy Elliott
City Clerk



CITY OF BROOMFIELD,
a Colorado Municipal Corporation

By: *William Berens*
Mayor

ATTEST:

Vicki Man
City Clerk

APPROVED AS TO FORM:

Ray L. Howard
City Attorney