



City of Fort Lupton

SPECIAL MEETING

Friday, November 12, 2021

6:30 PM

130 South McKinley Avenue

Zo Stieber, Mayor

Shannon Rhoda, Ward 1

Chris Ceretto, Ward 2

Mike Sanchez, Ward 3

David Crespino, Ward 1

Tommy Holton, Ward 2

Bruce Fitzgerald, Ward 3

**You may join in person or join remotely by registering at:
<https://global.gotomeeting.com/join/147474069>**

Pledge of Allegiance

Call to Order - Roll Call

Action Memorandum

- a. AM 2021-188 Pursuant to Paragraph 11 of the Intergovernmental Agreement with the Town of Hudson the City Council of the City of Fort Lupton Shall Take Formal Action to Place the Proposed Termination of the IGA on the Agenda for Public Hearing on February 15, 2022 and Provide Notice of Non-Renewal

Adjourn

CITY OF FORT LUPTON CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespin, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2021-188

PURSUANT TO PARAGRAPH 11 OF THE IGA WITH THE TOWN OF HUDSON, THE CITY COUNCIL OF THE CITY OF FORT LUPTON SHALL TAKE FORMAL ACTION TO PLACE THE PROPOSED TERMINATION OF IGA ON THE AGENDA FOR PUBLIC HEARING ON FEBRUARY 15, 2022 AND PROVIDE NOTICE OF NON-RENEWAL.

I. **Agenda Date:** Council Meeting Special Meeting – November 12, 2021

II. **Attachments:** a. Intergovernmental agreement dated February 14, 2007.

III. **Summary Statement:**

Paragraph 11 of the current IGA states:

This Agreement shall remain in full force and effect for a period of five (5) 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 (1) year terms unless, at least ninety (90) days prior to the expiration of the 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.*

This action shall direct staff to send notice to the Town of Hudson of the City Council's decision not to renew the Agreement and will set the hearing date of February 15, 2022 for said proposed termination.

IV. **Submitted by:** _____
Andy Ausmus, City Attorney

V. **Finance Reviewed** _____
Finance Director

VI. **Approved for Presentation:** _____
City Administrator

VII. **Attorney Reviewed** _____ Approved _____ Pending Approval

VIII. **Certification of Council Approval:** _____ City Clerk _____ Date

IX. Detail of Issue/Request:

The Fort Lupton City Council has given staff the direction to bring forth this action to provide notice to the Town of Hudson of the City Council's decision not to renew the Agreement and to terminate the existing Intergovernmental Agreement with the Town of Hudson. The purpose of this action is to provide notice as required under the IGA and to set a date to terminate the existing agreement and work towards an updated agreement with the Town of Hudson.

X. Legal/Political Considerations:

The City Attorney has reviewed the IGA and items within this AM.

XI. Alternatives/Options:

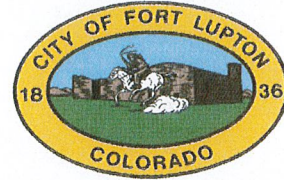
- 1. Move forward on termination of the IGA and set a public hearing*
- 2. Do not move forward on termination of IGA and continue with the IGA with the Town of Hudson that has been in place since 2007.*

XII. Financial Considerations:

Not Applicable.

XIII. Staff Recommendation:

Staff is not in favor of this termination however hopes to be able to continue to work on an updated Intergovernmental agreement with the Town of Hudson.



INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FORT LUPTON AND THE TOWN OF HUDSON REGARDING FUTURE GROWTH AREAS

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 14 day of February 2007, by and between THE CITY OF FORT LUPTON ("Fort Lupton") AND THE TOWN OF HUDSON ("Hudson").

WHEREAS, the Fort Lupton and Hudson find that:

- 1) Population in Weld County is increasing at a rapid rate and will continue to increase in the future.**
- 2) The parties recognize that managed growth is a key component in sustaining and promoting both the economy and the quality of life in the region.**
- 3) It is in the mutual best interests of the parties for urban growth and development to occur within their municipal boundaries; and, it is not in the best interest of either party to have urban development within unincorporated Weld County developments around the fringes of their respective urban growth boundaries.**
- 4) The parties are committed to continuing their constructive and mutually beneficial working relationship.**
- 5) Demand for municipal services associated with growth and development will expand within the vicinity of the municipalities.**
- 6) Both parties have 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 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.**
- 7) The parties desire to maintain the rural nature and environmental integrity of a certain geographical area between the municipalities, which is now**

characterized by agricultural, non-industrial, residential estate, and open space.

- 8) Cooperation and increased coordination between the municipalities as represented in this Agreement, in planning for the geographic area described in Exhibit A, will enhance the ability of the municipalities to achieve their respective and common goals.
- 9) The people of the State of Colorado have authorized the municipalities to exercise the powers and to cooperate and contract in the manner set out in the Agreement through Colorado Constitution, Article XIV, Section 18(2)(a), and Article XX.
- 10) The General Assembly of the State of Colorado has authorized and encouraged the municipalities to exercise the powers and to cooperate and contract in the matter set out in this Agreement through the enactment of State Statutes including, but not limited to: C.R.S., as amended, §29-20-101, et seq., and particularly §29-20-105; and §29-1-201, et seq., and §29-1-203; §31-12-101, et seq., Parts 2 and 23 of Article 23 of Title 31; §31-15-708; §31-15-710; and Part 4 of Article 35 of Title 31.

WHEREAS, in view of the foregoing, 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 AREA:** The geographic area between the municipalities referenced in this Agreement (the "Area") is illustrated in Exhibit A attached hereto. Weld County Roads 33, 41, 8 and 22, bound the Area.
- 2) **TRANSPORTATION PLANNING:** To facilitate transportation planning, the parties agree to work together to evaluate and amend their respective adopted comprehensive plans to include jointly designated transportation plans and standards for specified east-west transportation corridors. An example might include the future ROW acquisition and road expansion on WCR 16.
- 3) **LAND USE:** The municipalities agree to use their best efforts to maintain the character of the Area and the adjoining property that is now characterized by agriculture, non-industrial, residential, commercial, and open space land uses.
- 4) **RECREATION AND ENVIRONMENTAL PLANNING:** The municipalities agree to cooperate with each other and with other affected agencies and individuals in the planning of recreational opportunities within the Area and

in planning to maintain and enhance the environmental integrity of the Area. This planning shall focus on preserving the aesthetic values and environmental integrity of the Area and restricting incompatible land uses which would have a detrimental effect on the recreational and environmental potential of the Area.

- 5) **DEVELOPMENT REFERRAL:** Each municipality shall provide the other municipality with a copy of any annexation petition, initial zoning, planned unit development and subdivision application, affecting property located within the Area for review and comment at least 30 days prior to any formal action thereon by any municipal official, commission, agency, council or other body.
- 6) **ANNEXATION:** In order to achieve the stated purposes of this Agreement, the parties agree as follows:
 - a. Fort Lupton agrees to refrain from annexing land east of WCR 37 without the concurrence of Hudson;
 - b. Hudson agrees to refrain from annexing land west of WCR 37 without the concurrence of Fort Lupton;
- 7) **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.
- 8) **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 party 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.
- 9) **REMEDIES FOR DEFAULT:** Should any party fail to comply with the provisions of the Agreement, any 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 seek appropriate relief, including injunctive relief. In the event of such litigation, each party shall be responsible for its own costs, including attorney's fees.
- 10) **EFFECTIVE DATE:** This Agreement shall become effective when executed by the municipalities described herein.

11) **TERMINATION:** This Agreement shall remain in full force and effect for a period of five (5) 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 (1) year terms unless, at least ninety (90) 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.

12) **AMENDMENT:** This Agreement may be amended in writing by the parties hereto.

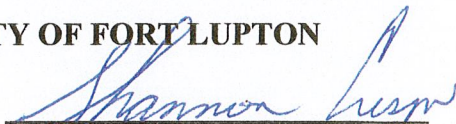
13) **EFFECT OF INVALIDITY:** If any portion of any paragraph of this Agreement is held invalid or unenforceable by a Court of competent jurisdiction as to any party, such invalidity or unenforceability shall not affect the other paragraphs of this Agreement except that, if a requirement or limitation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

14) 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.

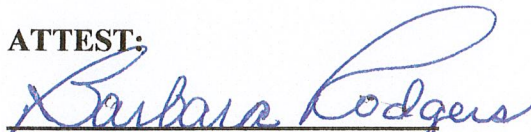
IN WITNESS WHEREOF, the above parties hereto have caused this Agreement to be executed.

CITY OF FORT LUPTON

By:


Shannon Crespin, Mayor

ATTEST:

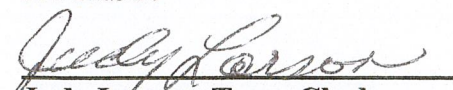

Barbara Rodgers, City Clerk

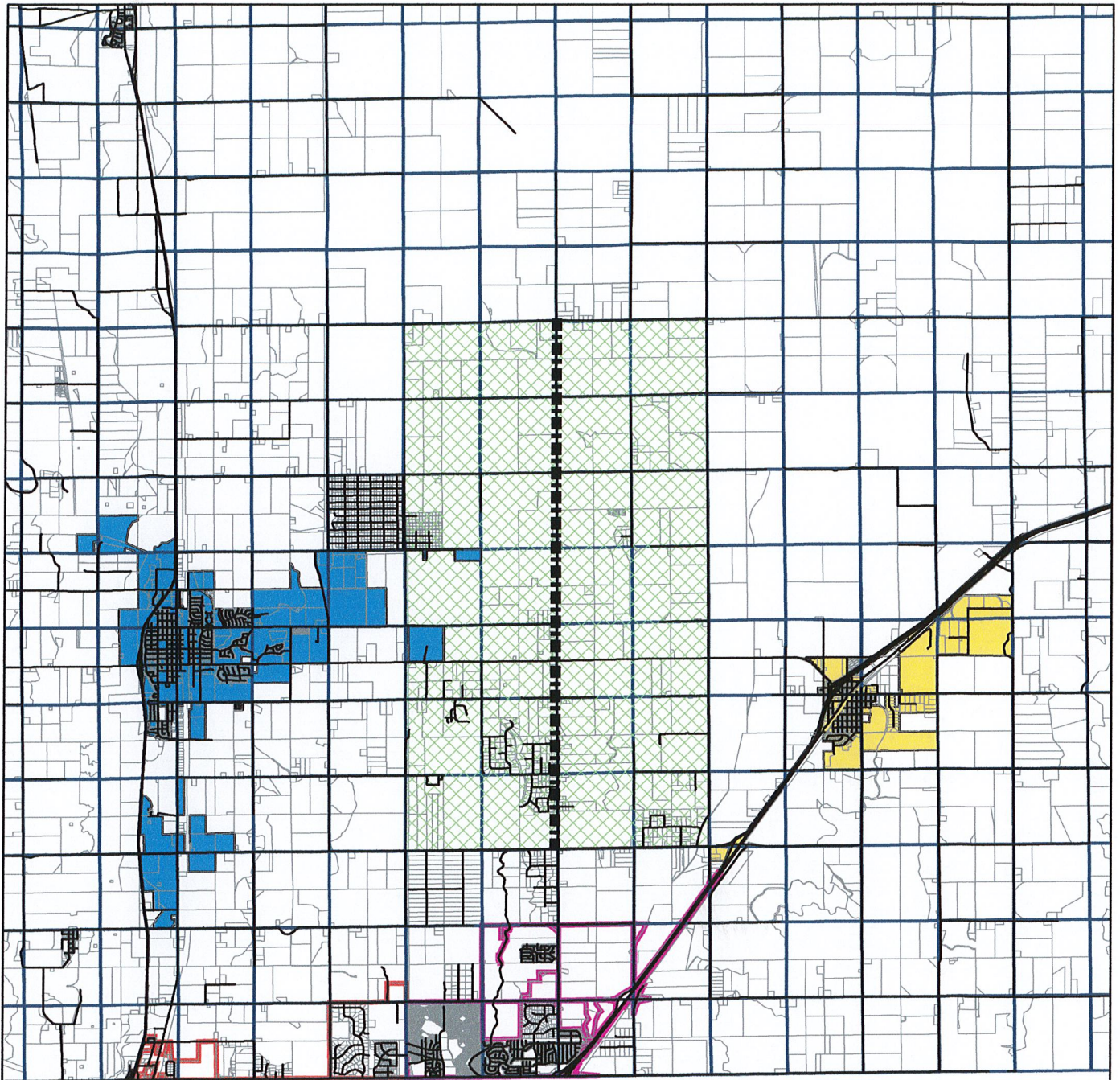
TOWN OF HUDSON

By:


Neal Pontius, Mayor

ATTEST:


Judy Larson, Town Clerk



Legend

- ■ ■ ■ Annexation Boundary
- IGA Geographical Boundary
- BRIGHTON
- FORT LUPTON
- HUDSON
- LOCHBUIE

IGA Between City of Fort Lupton and Town of Hudson

Exhibit A

0 3,650 7,300 14,600 21,900 29,200 Feet

