



LOVELAND PLANNING COMMISSION MEETING AGENDA

**Monday, July 08, 2013
500 E. 3rd Street – Council Chambers
Loveland, CO 80537**

THE CITY OF LOVELAND DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY, RACE, CREED, COLOR, GENDER, SEXUAL ORIENTATION, RELIGION, AGE, NATIONAL ORIGIN OR ANCESTRY IN THE PROVISION OF SERVICES. FOR DISABLED PERSONS NEEDING REASONABLE ACCOMODATIONS TO ATTEND OR PARTICIPATE IN A CITY SERVICE OR PROGRAM, CALL 962-2523 OR TDD 962-2620 AS FAR IN ADVANCE AS POSSIBLE.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. REPORTS:

a. Citizen Reports

This is time for citizens to address the Commission on matters not on the published agenda.

b. Staff Matters

c. Committee Reports

d. Commission Comments

IV. APPROVAL OF MINUTES

Review and approval of the 6/24/2013 Meeting minutes

V. REGULAR AGENDA:

1. Intergovernmental Agreement with Johnstown & GMA Boundary Amendment

This is a public hearing to consider two separate but related items that are part of a larger strategy of cooperation with the Town of Johnstown in the handling of annexation and planning matters in the area where the two communities are adjacent.

First, an Intergovernmental Agreement (IGA) between the City of Loveland and Town of Johnstown. This IGA establishes a process for cooperation between the two municipalities when processing annexations in an area generally described as being bounded by I-25 on the east, Larimer County Road 7 on the west and State Highway 60 on the south, extending north for approximately one and one half miles and defined in the IGA as the Overlap Area.

Second, an amendment to Loveland's Growth Management Area boundaries so as to remove certain properties located on the west and east sides of I-25, north of State Highway 402, and primarily south of the Big Thompson River. This amendment is being proposed as a clean-up of the GMA boundaries as it is unlikely that Loveland would be able to annex or serve any of the property being removed from the GMA.

VI. ADJOURNMENT

**CITY OF LOVELAND
PLANNING COMMISSION MINUTES
June 24, 2013**

A meeting of the City of Loveland Planning Commission was held in the City Council Chambers on June 24, 2013 at 6:30 p.m. Members present: Vice-Chair Middleton, Commissioners, Dowding, Crescibene, Ray and Prior. City Staff present: Principal Planner, Kerri Burchett. Members absent: Chairman Meyers, Commissioners Molloy, Krenning and Massaro. City Staff absent: Current Planning Manager, Bob Paulsen; Deputy City Attorney, Judy Schmidt, Planning Commission Secretary, Kimber Kreutzer.

These minutes are a general summary of the meeting. For more detailed information, audio and videotapes of the meeting are available for review in the Community Services office.

CITIZEN REPORTS

There were no citizen reports.

STAFF MATTERS

There were no staff matters to discuss.

COMMITTEE REPORTS

There were no committee reports.

COMMISSIONER COMMENTS

There were no comments.

APPROVAL OF THE MINUTES

Vice-Chair Middleton asked that the record show that there were 5 Commissioners present; sufficient for a quorum. **Vice-Chair Middleton** asked if any corrections were needed in the 06/10/13 meeting minutes. **Commissioner Dowding** stated her name was misspelled on page 5. The correction was noted and **Vice-Chair Middleton** asked for a motion to approve the minutes from the 06/10/13 Planning Commission meeting. **Commissioner Dowding** moved to approve the minutes. Upon a second by **Commissioner Ray**, the meeting minutes were approved unanimously.

REGULAR AGENDA

1. There were no items on the regular agenda.

ADJOURNMENT

Vice-Chair Middleton asked for a motion to adjourn. **Commissioner Ray** made a motion to adjourn. Upon a second by **Commissioner Crescibene**, the motion was unanimously adopted and the meeting was adjourned.

Approved by:

Rich Middleton, Planning Commission Vice-Chairman

Kimber Kreutzer, Planning Commission Secretary



Development Services Current Planning

500 East Third Street, Suite 310 • Loveland, CO 80537
(970) 962-2523 • Fax (970) 962-2945 • TDD (970) 962-2620
www.cityofloveland.org

Planning Commission Staff Report

July 8, 2013

Agenda #: Regular Agenda - ?

Title: Intergovernmental Agreement with the Town of Johnstown and

Comprehensive Plan Future Land Use Plan Growth Management Area Boundary Amendment

Applicant: City of Loveland

Request: Consideration of Resolutions concerning an Intergovernmental Agreement and a City of Loveland Future Land Use Plan Amendment

Location: Generally the southeast quadrant of Loveland's Growth Management Area, north from State Highway 60 up to the Big Thompson River on both sides of I-25.

Staff Planner: Karl Barton

Staff Recommendation: Subject to additional evidence presented at the public hearing, City staff recommends the following motion:

Recommended Motions: Move to make the findings listed in Section VII of this Planning Commission staff report dated July 8, 2013 and, based on those findings, adopt A MOTION RECOMMENDING THAT CITY COUNCIL ADOPT THE PROPOSED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LOVELAND AND TOWN OF JOHNSTOWN and
A MOTION RECOMMENDING THAT CITY COUNCIL AMEND THE CITY OF LOVELAND "2005 COMPREHENSIVE PLAN" BY THE AMENDMENT OF SECTION 4.7 – FUTURE LAND USE PLAN MAP AS NEEDED FOR THE ANTICIPATED INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF JOHNSTOWN AND AS PROPOSED TO "CLEAN UP" LOVELAND'S GMA BOUNDARIES

Summary of Analysis

This is a public hearing to consider two separate but related items that are part of a larger strategy of cooperation with the Town of Johnstown in the handling of annexation and planning matters in the area where the two communities are adjacent.

First, an Intergovernmental Agreement (IGA) between the City of Loveland and Town of Johnstown. This IGA establishes a process for cooperation between the two municipalities when processing annexations in an area (referred to as the Overlap Area) generally being bounded by I-25 on the east, Larimer County Road 7 on the west and State Highway 60 on the south, extending north for approximately one and one half miles and defined in the IGA as the Overlap Area. Please see Figure 1 for a depiction.

Second, an amendment to Loveland's Growth Management Area boundaries so as to remove certain properties located on the west and east sides of I-25, north of State Highway 402 and primarily south of the Big Thompson River. This amendment is being proposed as a clean-up of the GMA boundaries as it is unlikely that Loveland would be able to annex or serve any of the property being removed from the GMA. Please see Figures 2 and 3 for a depiction.

Figure 1
Depiction of Overlap Area

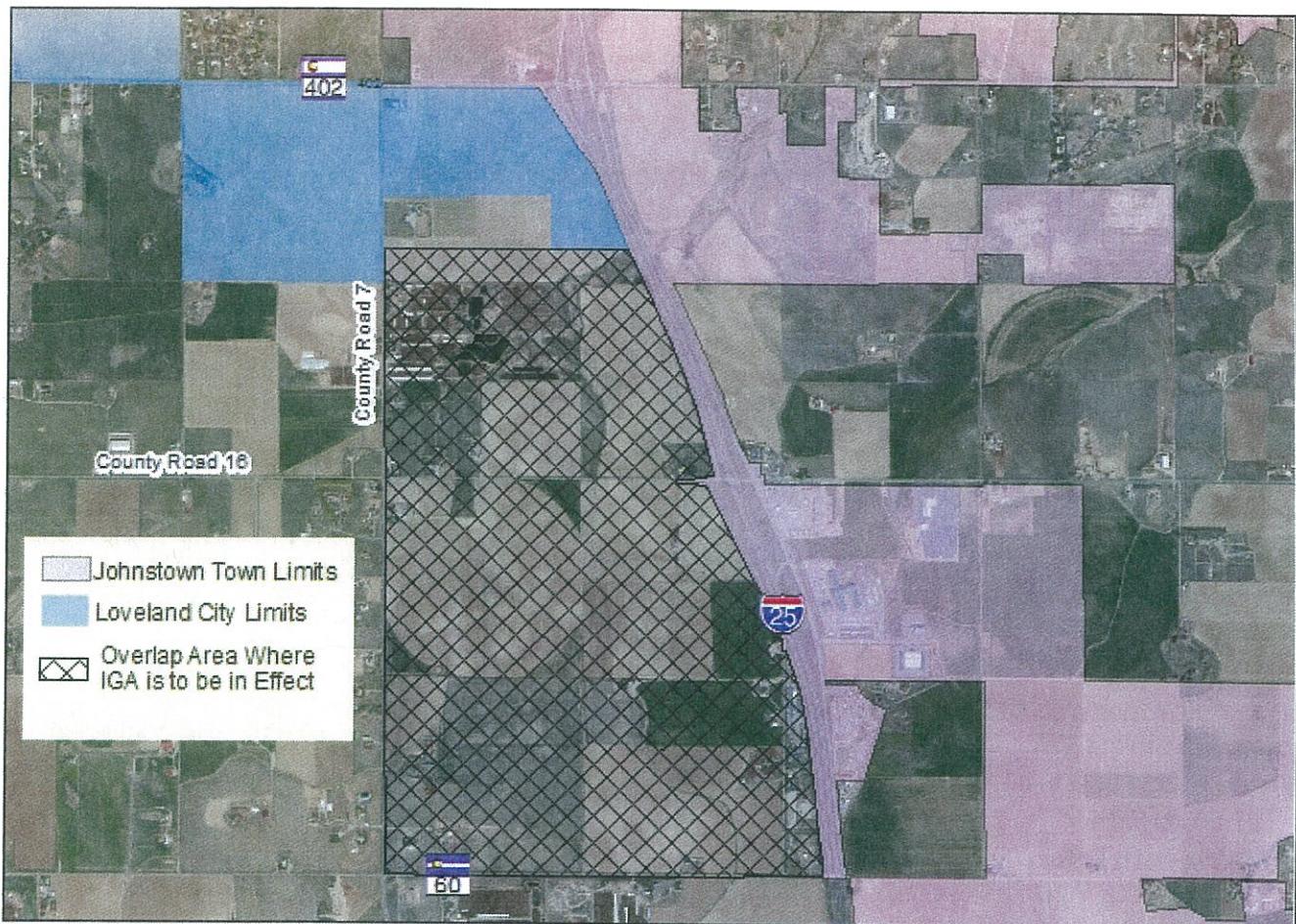


Figure 2

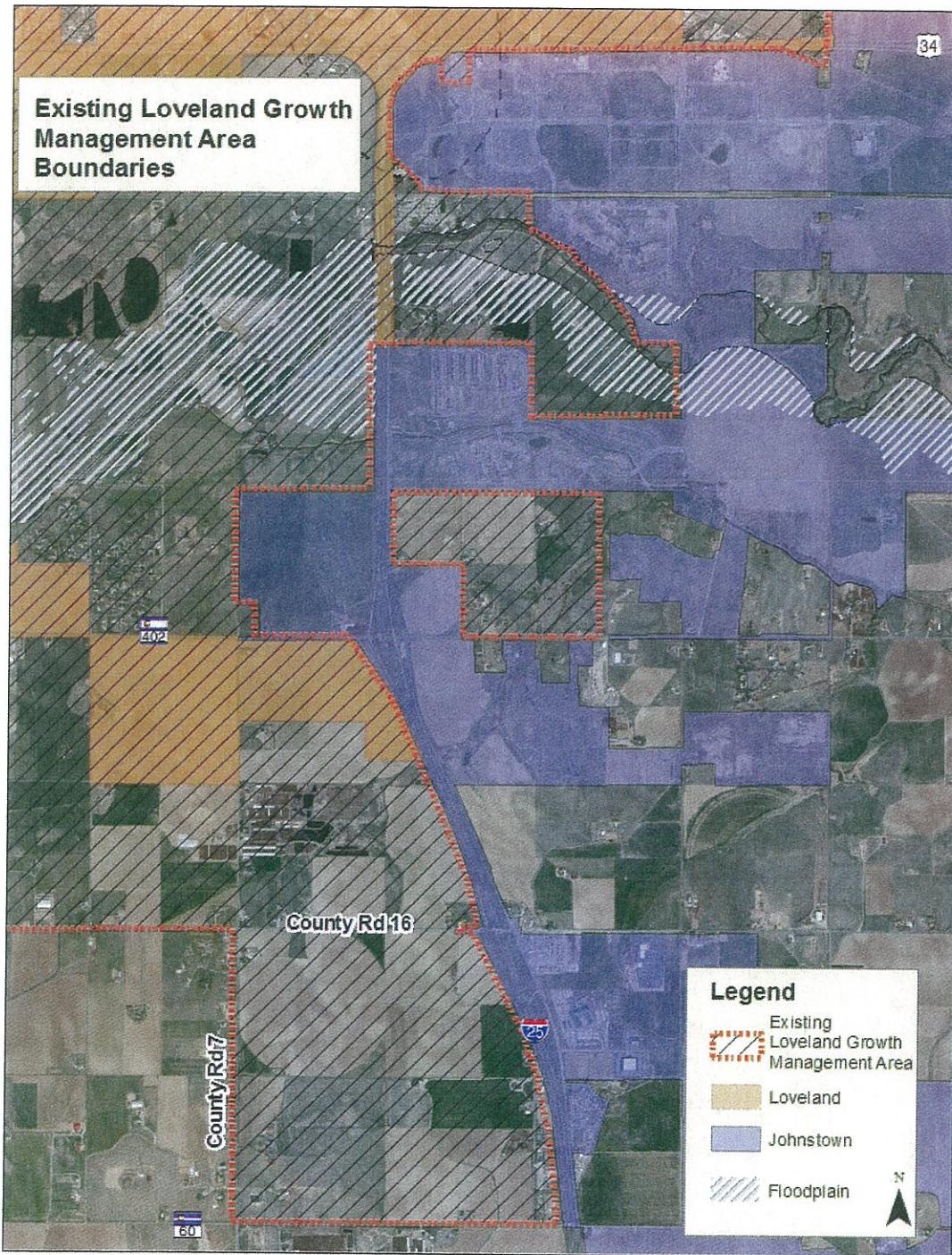
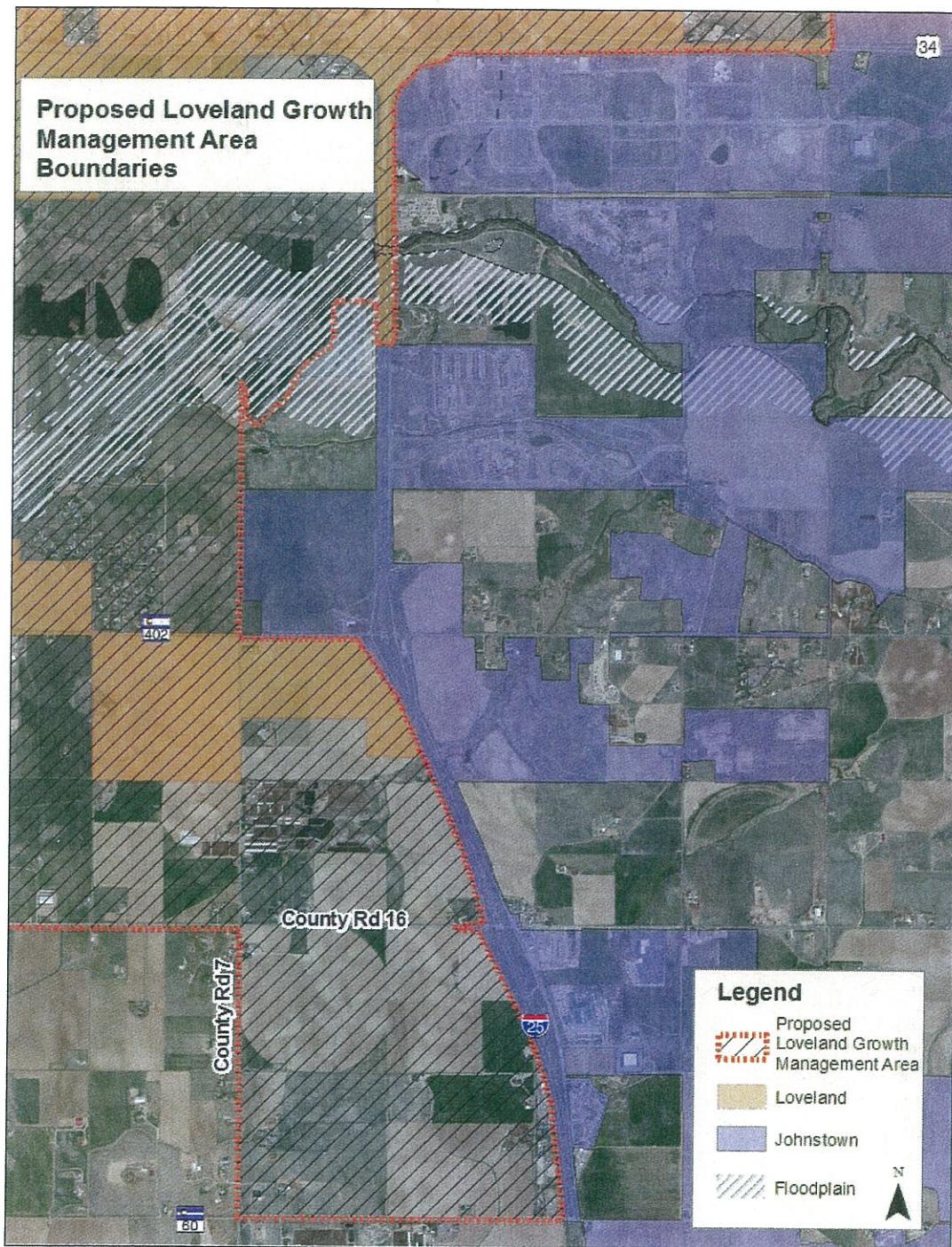


Figure 3



I. SUMMARY

As the Northern Colorado region has grown and municipalities have annexed property to accommodate development and generate tax revenue to support it, there have been a few conflicts amongst adjacent municipalities. However, when communities are able to work together when planning for growth, there can be multiple benefits that accrue to their citizens and the region. These benefits can include harmonious land use patterns, and more efficient service and utility provision.

The Intergovernmental Agreement included here seeks to realize these benefits by creating a process of cooperation between the City of Loveland and Town of Johnstown for the processing annexation and zoning applications in what is defined in the Agreement as the Overlap Area. The Overlap Area is depicted in Figure 1 and is where the GMAs of the two communities will overlap after the proposed GMA boundary amendments.

The IGA requires meetings designed to facilitate discussion between the two communities and make a determination as to which municipality it makes the most sense for a particular property to annex into. The cooperation process begins when a landowner approaches either Loveland or Johnstown with a serious inquiry regarding annexation or an annexation petition is submitted. The decision to pursue annexation rests solely with the property owner. The IGA also contains some language that has the two communities agreeing to cooperate on other planning efforts in the Overlap Area.

The changes to Loveland's Growth Management Area are being proposed as a complementary project to the IGA. The changes to the amendments are shown by Figure 2, which has the current GMA boundaries and Figure 3 which shows the boundaries as proposed by this amendment. These changes are essentially a "clean up" amendment as the property being removed from Loveland's GMA could in the most likely scenarios not be annexed by Loveland due to previous annexations by Johnstown. Furthermore, it would be very difficult for Loveland to provide services to these properties. Also, some the property is in the floodplain of the Big Thompson River and therefore has limited development potential. Johnstown is proposing an amendment to its GMA boundary based on similar principles about which municipality it makes the most sense for a property to annex into.

Both the IGA and the GMA boundary amendments have been developed through over a year's worth of collaboration between staff and managers from Loveland and Johnstown. At this time, the IGA has been reviewed by Johnstown staff and agreement is in place on the version that is presented here. Johnstown must go through an approval process similar to Loveland's.

II. ATTACHMENTS

1. Draft Intergovernmental Agreement between the City of Loveland and Town of Johnstown
2. City of Loveland Future Land Use Map
3. City of Loveland Future Land Use Plan showing proposed amendment

Attachment 2 is the complete, current Loveland Future Land Use Plan while **Attachment 3** is the complete Future Land Use Plan with the proposed amendment included.

III. SUBSTANCE OF INTERGOVERNMENTAL AGREEMENT AND GROWTH MANAGEMENT AREA BOUNDARY AMENDMENT

Intergovernmental Agreement

The Intergovernmental Agreement establishes a process for Loveland and Johnstown to cooperate when processing annexations in the Overlap Area. **Attachment 1** is the full text of the IGA, below is a summary that contains the main points.

The Overlap Area is shown in Figure 1 and consists of those properties that will be within both the GMAs of Loveland and Johnstown after the GMA amendment proposed here and the planned Johnstown GMA amendment are approved.

The IGA is implemented when either municipality either receives a substantive inquiry regarding annexation or an annexation petition from a property owner in the Overlap Area. Per the IGA, the receiving municipality has a duty to contact the other municipality within 7 days ("Initiating Notice") to set up a meeting between the two municipalities to occur within thirty (30) days. At this meeting staff would discuss which municipality it makes the most sense for the property to be annexed into and any other agreements that may be appropriate in regards to the annexation. Within sixty (60) days of the Initiating Notice, a Three Way Meeting is to be held between the two municipalities and the property owner / Applicant. At this meeting the three parties discuss the results of the meeting between the two municipalities and how they relate to the Applicant's Plans as well as any other relevant issues.

Whichever municipality processes the annexation application shall provide notice of the public hearing to consider the application to the other municipality and shall provide opportunity for written comment.

No rights regarding annexation or land use planning, as provided by the state of Colorado, are given up by either municipality under this IGA. The municipality receiving and processing an application for annexation and zoning has the sole discretion as to whether or not to approve the application. Nor are property owners' rights impacted. The decision to apply for annexation and zoning rests solely with the property owner.

The IGA also contains agreements that Loveland and Johnstown will work together with Larimer County to establish a Growth Management Area Overlay Zoning District on properties in the Overlap Area or other areas that are within Loveland's Growth Management Area but not currently covered by said zoning district.

There are also statements that the two communities will cooperate on other planning efforts in the Overlap Area on issues such as land use plan amendments, zoning code amendments, and transportation and infrastructure.

Growth Management Area Boundary Amendment

The amendments proposed to Loveland's Growth Management Area consist of removing property from Loveland's GMA that Loveland cannot annex due to lack of contiguity to Loveland city limits or that Loveland would be highly unlikely to annex due to previous annexations by Johnstown locations unlikely to be accessed for annexation or floodplain location. In this way, this proposed amendment is functionally a "clean-up" of Loveland's GMA boundaries in preparation for cooperating with Johnstown and implementing the IGA.

See Figure 2 for a depiction of Loveland's existing Growth Management Area Boundaries and Figure 3 for a depiction of the GMA boundaries as proposed by this amendment.

Johnstown has agreed, at the staff level, to process an amendment to their Growth Management Area boundaries to remove the Ehrlich property, which has already been annexed by Loveland, and a parcel that, due to its location, is mostly likely to annex into Loveland if it ever goes through the annexation process. Johnstown's current GMA boundary is depicted in Figure 4 while the proposed amendment is depicted in Figure 5. It is intended that the Resolution that Loveland's City Council will use to approve the amendment will contain language that makes the approval contingent on Johnstown approving theirs within a certain date.

Figure 4

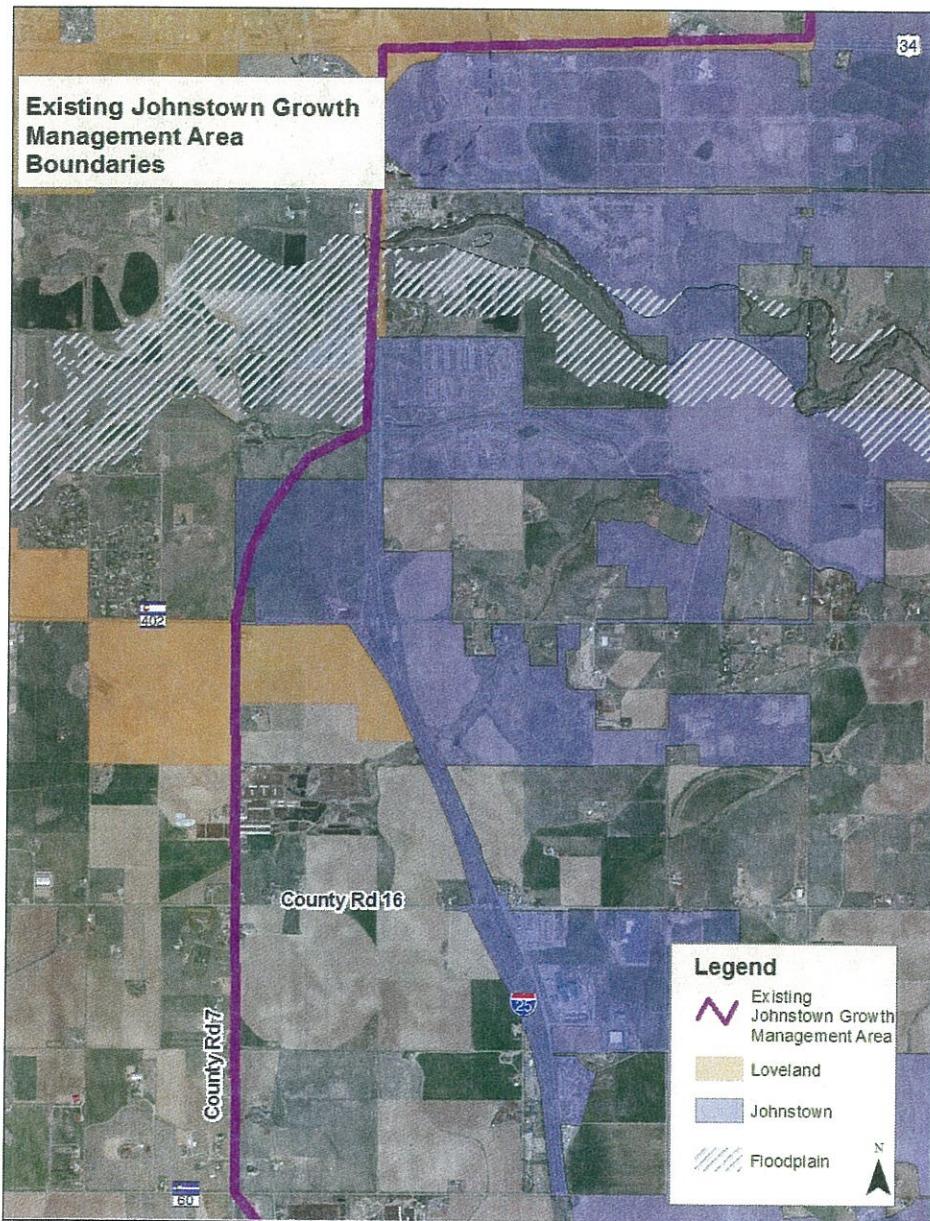
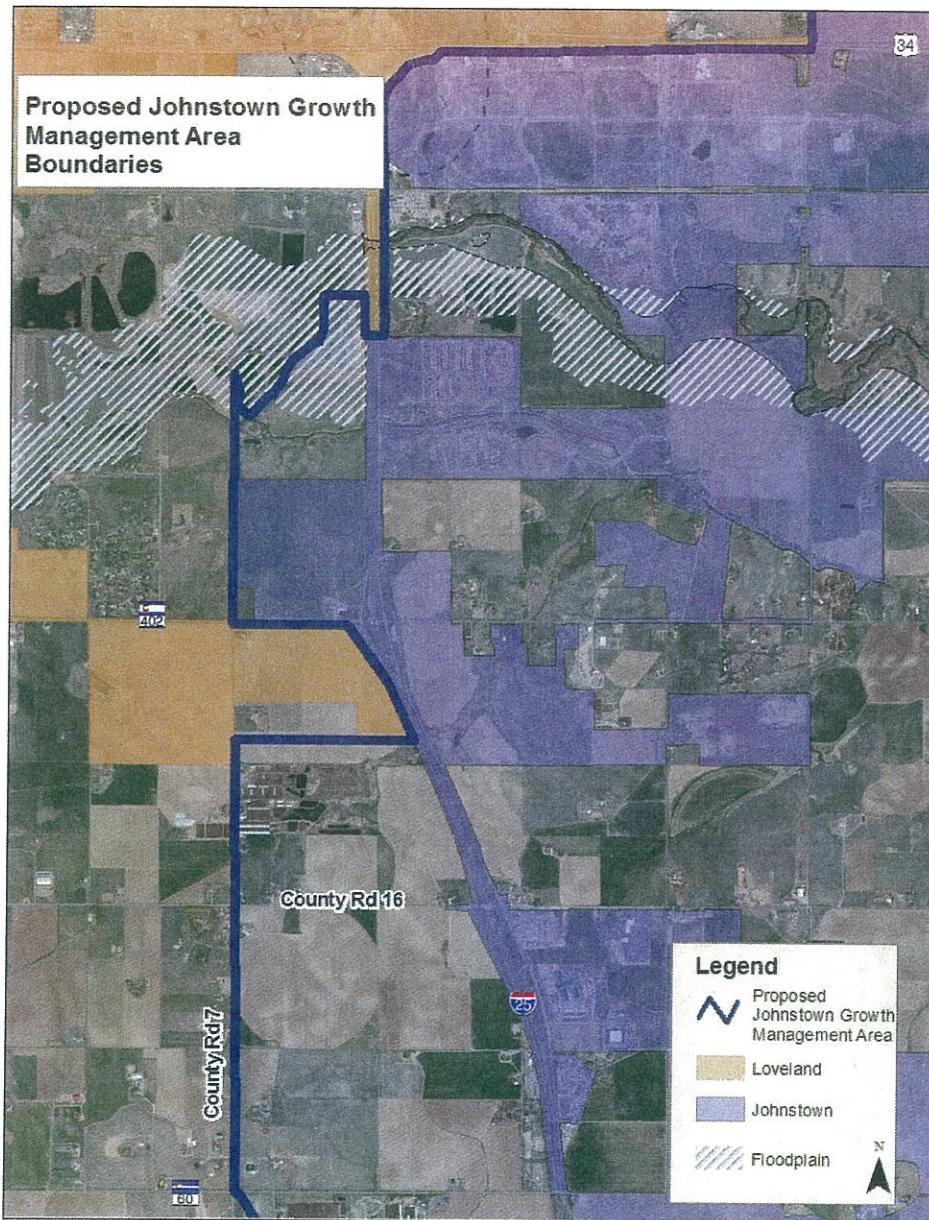


Figure 5



IV. KEY ISSUES

City staff believes that all key issues have been addressed in the amendment proposal.

V. BACKGROUND

The Intergovernmental Agreement is part of a larger suite of planning projects focused on the southeastern quadrant of Loveland's Growth Management Area and the State Highway 402 corridor. Here, Loveland and Johnstown are cooperating to address growth management issues, specifically in the area where the GMAs of the two communities

overlap (Overlap Area as defined in the IGA), but also generally where the two communities are adjacent. The first part of this suite was before you earlier this year in the form of an amendment to the Future Land Use Plan that more closely aligned Loveland's Land Use Plan with that of Johnstown. This IGA and GMA boundary amendment are the next phase.

Following this, we will be working with Johnstown and Larimer County to explore the possibility of extending the Larimer County Loveland Growth Management Area Overlay Zoning District onto properties in this area and along the 402 corridor. This zoning district sits on properties under Larimer County jurisdiction and is the mechanism by which the IGA between Loveland and Larimer County is implemented. When properties with this zoning designation approach Larimer County with a land use application that requires discretionary action on the part of the County, they are referred to Loveland to explore if annexation is possible. Previously, Larimer County has not been willing to entertain extending the Overlay Zoning District in part because the Loveland and Johnstown GMAs overlapped. With this conflict resolved through the IGA it is hopeful, though not guaranteed, that Larimer County will look more favorably on extending the Zoning District.

The final piece of this larger planning effort will for the two municipalities to collaborate in the development of a corridor plan for State Highway 402. It is essential that the question regarding the extension of the Overlay Zoning District is resolved prior to the corridor planning effort.

VI. STAFF, APPLICANT, AND NEIGHBORHOOD INTERACTION

- 1. Notification:** All owners of property within the area of the proposed land use amendment were notified by letter sent on June 24, 2013 of this public hearing and a notice was published in the Reporter Herald on June 22, 2012.
- 2. Neighborhood Outreach:** A public open house was held on June 20 with property owners to present the proposed land use amendment. The open house was held at the RV America store and property owners within the Overlap Area as well as those that were affected by the amendment to the GMA boundaries were invited. At the open house City of Loveland staff were available to present the content of the IGA and GMA boundary amendment and answer questions. The open house was attended by approximately 5 property owners. Additionally, staff has reached out to property owners, via phone and email, to see if they have any questions regarding the IGA and invite them to this Planning Commission hearing.

This open house was not required by Chapter 6.0 - Amendment Process of the Comprehensive Plan. City staff felt it was necessary to adequately informing property owners of the IGA and GMA boundary amendment and getting their feedback.

VII. FINDINGS AND ANALYSIS FOR GROWTH MANAGEMENT AREA BOUNDARY AMENDMENT

This section contains information as the basis for making the findings required under Chapter 6 of the 2005 Comprehensive Plan to approve the proposed amendment to the Growth Management Area boundaries.

1. Does the amendment request implement, or further, one or more of the philosophies, goals, policies, and strategies of the 2005 Comprehensive Plan? The following Goals and Objectives relate specifically to the proposed amendment:

- a. *Growth Management 2: Continually monitor, and revise as necessary, the Growth Management Plan to ensure that it is accomplishing the community's vision through managed growth while giving particular attention to the future community character, open space, financial, and natural resources aspects of the community.*

The amendment being proposed is a revision to Loveland's Future Land Use Plan that has resulted from the process of monitoring the land use plan and the City's growth. Therefore, it fulfills this philosophy by addressing and accommodating anticipated change while accomplishing the community vision.

- b. *Growth Management 3: Provide appropriate areas within the GMA with a full range of urban level services within a 20 year time frame by meeting the goals and objectives of Loveland's Growth Management Plan and associated Comprehensive Master Plan philosophies (policies) and principles.*

This amendment proposes to remove areas from Loveland's Growth management Area. However, due to circumstances such as previous annexations, likely access points, and the floodplain of the Big Thompson River these properties would not be likely to annex into Loveland and it is unlikely that Loveland could provide the necessary services. However, in the overall scope of Loveland's Growth Management Area the properties proposed for removal are not a significant portion and there remains within Loveland's GMA sufficient land for growth in the 20 year timeframe.

- c. *Growth Management 5: Engage in joint strategic planning efforts as appropriate, in identified Cooperative Planning Areas (CPA) with residents, landowners, adjoining municipalities and Larimer County.*

Although the area of this proposed amendment is not located within a CPA, planners and other officials from the City of Loveland and the Town of Johnstown have been engaged for over a year in a collaboration process to create the IGA and agree to GMA boundary modifications. An open house was conducted for the owners of property within the Overlap Area and for those property owners affected by the proposed amendment to Loveland's GMA boundary. Later steps in the strategy will involve collaboration with Larimer County and broader public outreach.

- d. *Growth Management 9: Support Larimer County Government in its effort to apply a Growth Management Area (GMA) Overlay Zoning District and supplementary regulations to the Loveland GMA.*

Larimer County has not been willing to examine expanding the area covered by the Loveland GMA Overlay Zoning District as long as Loveland and Johnstown have not reached agreement about how to handle the overlap of their respective GMAs. The IGA and the amendment to the GMA boundaries represent the achievement of the required agreement between Loveland and Johnstown to allow them to approach Larimer County about extending the Overlay Zoning District.

- e. *Intergovernmental Agreement 2: Maintain and enhance areas of urban development in a thoughtful and deliberate way through cooperation in land use and transportation planning, implementation of growth management policies, and the identification and preservation of open lands and natural areas.*

The IGA and GMA boundary amendment proposed amendment is a step in a larger strategy to promote a cooperative planning effort between the City of Loveland and the Town of Johnstown regarding land use planning, annexation, and growth management. This strategy will result in a more thoughtful, efficient and deliberate urban growth pattern.

f. Intergovernmental Agreement 3: Concentrate urban development in areas designated for such development.

By promoting a cooperative planning effort with the Town of Johnstown, the IGA and GMA amendment will help to concentrate anticipated urban development in an appropriate area.

2. Will the amendment request interfere with the existing, emerging, proposed or future land use patterns and / or densities / intensities of the surrounding neighborhood as depicted on the Land Use Plan Map and as contained within the 2005 Comprehensive Plan.

The amendment request will not interfere with the existing, emerging, proposed or future land use patterns. While this amendment does propose removing property from Loveland's Growth Management Area, the properties will still be within the GMA of Johnstown and are therefore likely to develop in a manner that is consistent with the existing and proposed land use pattern as the future land use plans of Loveland and Johnstown are closely aligned in this area. Furthermore, the IGA creates a forum for the two communities to cooperate in the making of planning decisions. Actual development consistent with future land use plans will not occur until land owners in this area decide to annex into either the City of Loveland or the Town of Johnstown and there is a market for such development.

3. Will the amendment request interfere with, prevent, or implement the provision of any of the area's existing, planned, or previously committed services or proposals for community facilities, or other specific public or private actions contemplated within the 2005 Comprehensive Plan?

This amendment will not interfere with the provision of any services or community facilities. The GMA amendment and IGA will promote efficiency in planning for urban infrastructure necessary to provide services to this area in the future.

4. Will the amendment request interfere with, prevent, or implement the provision of any of the area's existing or planned transportation system services as contemplated by the 2030 Transportation Plan?

The amendment would allow development consistent with the 2035 Transportation Plan.

Intergovernmental Agreement for Growth Management
by and between
The City of Loveland and Town of Johnstown

This Intergovernmental Agreement for Growth Management ("Agreement") is entered into as of the ____ day of _____, 2013, by and between the City of Loveland, Colorado, a home rule municipality ("Loveland") and the Town of Johnson, Colorado, a home rule municipality ("Johnstown").

RECITALS

WHEREAS, the management of growth is important to ensure that the benefits are realized and the negative consequences are minimized;

WHEREAS, changes that accompany growth and development in one community necessarily have impacts on adjacent communities;

WHEREAS, when nearby (adjacent) communities cooperate in the planning of urban growth there are benefits in the more efficient provision of public services to both communities for harmonizing land use arrangements;

WHEREAS, the geographical area covered by this Agreement is likely to face growth and development pressure due to its location in proximity to a major transportation corridor and planned future development by both Johnstown and Loveland;

WHEREAS, the geographical area covered by this Agreement is located within the growth management areas of both Loveland and Johnstown;

WHEREAS, growth management areas allow municipalities, landowners, community residents and developers to prepare for growth by signaling that a municipality is willing and preparing to extend urban level services;

WHEREAS, future land use plans benefit municipalities, landowners, community residents and developers by providing a framework for decision making related to future growth and development;

WHEREAS, future land use plans benefit landowners by providing options for the long-term use of their property and it is the goal of this agreement to provide land owners with options regarding into which municipality they will annex;

WHEREAS, cooperation between municipalities in the planning of utilities and infrastructure can create efficiencies and reduce costs;

WHEREAS, the goals of this intergovernmental agreement are to:

- Implement the Comprehensive Plans and Future Land Use Plans of the City of Loveland and Town of Johnstown;
- Establish effective means of joint planning and management of urbanization within the Overlap Area of the Growth Management Areas of the City of Loveland and Town of Johnstown (as hereinafter defined);

- Establish procedures for the processing of development applications for annexation and zoning in the Overlap Area including rules for the referral of applications between municipalities and the facilitation of meeting between municipalities and landowners / applicants;
- Provide a mechanism for cooperation and coordination between the Loveland and Johnstown in the arenas of land use and infrastructure planning;
- Establish programs designed to provide benefit to both Loveland and Johnstown when property is annexed into either municipality; and
- Prevent annexation conflicts between Loveland and Johnstown;

WHEREAS, pursuant to state law, local jurisdictions are authorized to: regulate the location of activities and developments; phase development of services and facilities; regulate development on the basis of its impact on the community or surrounding areas; plan for and regulate the use of land so as to provide for planned and orderly use of land and protection of the environment; and to cooperate or contract with other units of government for the purpose of planning and regulating the development of land including but not limited to, the joint exercise of planning, zoning, subdivision, building; and related regulations and annexations of property, all in a manner consistent with constitutional rights and statutory procedures;

WHEREAS, planning and regulation of land use within the northern Colorado region is the responsibility of local jurisdictions; and

WHEREAS, any provisions in this Agreement may be implemented only to the extent legally permitted by Colorado law.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and obligations set forth herein, the parties agree as follows:

1.0 Definitions

As used herein, the following words, terms, and phrases shall be given the following meanings:

Annexation: Annexation means the incorporation of a land area into an existing municipality with a resulting change in the boundaries of that municipality.

Overlap Area: The area where the Loveland and Johnstown GMAs overlap, which is depicted on **Map 1** attached hereto and incorporated herein by reference, and which is bounded on the east by the I-25 right of way, on the south by the Colorado Highway 60 right of way, on the west by the Larimer County Road 7 right of way, and on the north by the north line of the parcel described as Bounded on the east by the right-of-way of I-25, on the south by the right-of-way of Colorado State Highway 60, on the west by the right-of-way of Larimer County Road 7 and having its north boundary as the north lot line of the parcel described as:

PAR LOC NW 27-5-68; COM AT W 1/4 COR SEC 27-5-68; TH S 89 51' 50" E 30 FT TPOB; N 00 02' 18" W 442.45 FT; TH N 89 40' 58" E 3243.65 FT; S 23 41' 05" E 511.7 FT; TH N 89 51' 50" W 852.47 FT; TH N 89 51' 50" W 2596.39 FT TPOB (PER 98004450)

as such parcel exists on the date of this Agreement.

Community Influence Area: Areas of unincorporated Larimer County near Loveland and Johnstown beyond their respective GMAs for which Loveland and/or Johnstown have an interest in future development proposals due to the potential impact upon the respective municipalities as the result of development.

Growth Management Area or GMA: Area adjacent to Johnstown and Loveland the boundaries of which are depicted on **Maps 2 and 3**, respectively, attached hereto and incorporated by reference, into which urban development and annexation shall be directed and within which urban level services to support urban development will be needed.

Larimer County Growth Management Area Overlay Zoning District: The overlay zoning district applied by Larimer County to municipal GMAs to implement the standards and requirements of intergovernmental agreements (Larimer County Land Use Code Chapter 4.2.1), as it may be amended from time to time.

Loveland Comprehensive Plan: The City of Loveland 2005 Comprehensive Plan and the City of Loveland 2005 Comprehensive Plan - 2011 Implementation Plan, as both Plans may be amended from time to time, including all elements, functional (departmental) components, and area plans, as adopted and as they may be amended from time to time by the City of Loveland, Colorado, pursuant to Title 31, Article 23 of the Colorado Revised Statutes and pursuant to the City's Charter and Code, all of which provide authority for the City to make and adopt a long-range master plan for the physical development of the City, including any areas outside its boundaries.

Johnstown Comprehensive Plan

Utilities and Infrastructure: Public facilities required for the development of property at an urban level, including, but not limited to, roads, streets, sidewalks, bike lanes, water, sewer, and stormwater drainage facilities, and open space networks.

2.0 Delineation of Overlap Area where the IGA applies (Map)

This Agreement addresses and shall be applied to the Overlap Area, the boundaries of which are depicted on **Map 1** attached hereto and incorporated herein by this reference. The Overlap Area reflects a portion of the land included in both the Loveland GMA and the Johnstown GMA as of the date of this Agreement.

3.0 Amendments to City of Loveland and Johnstown Comprehensive Plans

Loveland and Johnstown may amend land use designations in their respective Comprehensive Plans at their sole discretion

4.0 Amendments to Growth Management Area Boundaries

Loveland and Johnstown shall provide notice to and meet with the other municipality to discuss any proposal to extend their Growth Management Area into an area within the Growth Management Area of the other municipality.

Nothing in this Agreement shall prevent either municipality from modifying their Growth Management Area boundaries as they see fit.

5.0 Relationship between Intergovernmental Agreement and Other Plans

5.1. Loveland Comprehensive Plan and Future Land Use Plan

The Loveland Comprehensive Plan and Future Land Use Plan will be the plan that guides land use decisions for any property annexed into the City of Loveland

5.2 Johnstown Comprehensive Plan and Future land Use Plan

The Johnstown Comprehensive Plan and Future Land Use Plan will be the plan that guides land use decisions for any property annexed into the Town of Johnstown

5.3 Larimer County Master Plan

The Larimer County Master Plan and Larimer County Land Use Code will continue to guide land use decisions for properties in unincorporated Larimer County.

5.4 Relationship to Other Plans

This Agreement is intended to further the goals of Loveland and Johnstown Comprehensive Plans and is not intended to conflict with any other plans.

6.0 Growth Management Area Overlay Zoning District

The municipalities agree to work with Larimer County to establish a Growth Management Overlay Zoning District on the properties located within the Overlap Area

7.0 Process for Annexations within Overlap Area

7.1 Process Initiation

The process set forth in this Section 7 shall be initiated by each municipality giving notice to the other municipality within seven (7) days after receipt of an inquiry regarding annexation of property within the Overlap Area that appears likely to proceed to a petition for annexation. If no such inquiry is received prior to receipt of a petition, each municipality shall initiate this process by notice to the other municipality within seven (7) days after receipt of an annexation petition for annexation of property within the Overlap Area. Notice initiating the process set forth in this Section 7 shall be given in writing and shall include such information, including but not limited to a copy of the petition for annexation, as the notifying municipality may have regarding the potential annexation (the "Initiating Notice").

7.2 Meetings between Municipalities

Loveland and Johnstown shall meet to discuss such an annexation proposal in an effort to agree upon which municipality it would make the most sense for the property to annex into considering factors including but not limited to previous annexations, access, and land owner plans. The meeting shall be initiated by staff of the municipality receiving the inquiry or petition for annexation. At least one meeting shall include the Loveland Director of Development Services or his designee and Johnstown _____. This meeting shall occur no later than thirty (30) days from the date of the Initiating Notice.

7.3 Three-Way Meetings

Loveland and Johnstown shall provide an opportunity to the applicant / property owner who made the inquiry or filed the petition ("Applicant") to meet and discuss the annexation and development proposal with the two municipalities jointly. If, notwithstanding reasonable efforts by the municipalities to facilitate and schedule such a meeting, the Applicant does not participate in the meeting with Loveland and Johnstown within sixty (60) days after the Initiating Notice, the municipalities may proceed to implement their agreement as to which municipality should annex the property within the Overlap Area in question.

7.4 Further Annexation Proceedings and Opportunity for Municipality Comment

Loveland and Johnstown shall complete the process set forth in this Section 7, including the meetings contemplated in Sections 7.2 and 7.3 above, with respect to a petition seeking annexation of property within the Overlap Area prior to scheduling for consideration by their respective governing bodies a resolution determining substantial compliance of an annexation petition as required by C.R.S. §31-12-107(1)(f) and setting the date, time and place of a public hearing on the proposed annexation as required by C.R.S. §31-12-108(1), under the Colorado Municipal Annexation Act (C.R.S. §31-12-101 et. seq) (the "Act"). Prior to holding any public hearings regarding a petition for annexation of property in the Overlap Area and after completing the notification and meeting processes set forth in this Section 7, the municipality in receipt of a petition for annexation of property in the Overlap Area shall provide the other municipality with written notice of the date, time and place of the public hearing on the proposed annexation and the other municipality shall have an opportunity provide written comments on the petition prior to the scheduled public hearing.

7.5 Annexation Agreements

The municipality annexing property in the Overlap Area shall, in good faith, consider placing any applicable conditions generated through the municipality comment process detailed in Section 7.4 into any annexation agreements adopted.

7.6 Final Approval Authority

The municipality receiving an annexation and zoning application has the final authority on whether or not to approve the application and annex the property. Nothing in this

Agreement shall prohibit a municipality from annexing property at its discretion in accordance with State law.

8.0 Rights and Responsibilities of Municipalities and Property Owners

8.1 Decision to Pursue Annexation

The decision to apply for annexation and zoning shall rest solely with the property owner.

8.2 Ultimate Approval Authority for Annexation and Development Applications

The municipality receiving and processing an application for annexation and zoning has the sole discretion as to whether or not to approve the application.

8.3 Amendment of IGA

Either party may request amendment of this Agreement. No amendment of this Agreement shall be effective unless such amendment is set forth in writing, approved by the Loveland City Council and Johnstown Town Council and signed by the authorized representative of both municipalities.

9.0 Collaborative Planning Efforts

In order to achieve both the goals and purposes of this Agreement, as well as the region's broader planning goals, Loveland and Johnstown agree to participate in cooperative and regional planning efforts with other agencies in the region.

9.1 Further Planning Efforts in the Overlap Area and SH 402 Corridor

Within the Overlap Area, the municipalities agree to cooperate with each other on any planning efforts, including but not limited to, future land use plan amendments, zoning code amendments specific to the Overlap Area, transportation planning, and design guidelines.

The municipalities agree to cooperate with each other in planning efforts in the State Highway 402 Corridor.

9.2 Infrastructure

The municipalities agree to cooperate with each other and all other infrastructure providers in the planning of infrastructure in the Overlap Area with the goal of avoiding unnecessary duplication and providing services to current and future residents and businesses with the greatest level of efficiency, service efficacy, and cost savings possible.

9.3 Preserve Development Opportunities

The municipalities agree to cooperate in the consideration of ways to preserve development opportunities in the Overlap Area in accordance with their respective Comprehensive Plans.

10.0 Implementation of Agreement

10.1 Amendment of Codes and Plans

Each municipality shall initiate amendments to their respective plans, policies, procedures, and codes necessary to implement the terms and provisions of this Agreement within three hundred and sixty – five (365) days of the adoption of the Agreement.

10.2 Inform and Train Employees

The parties will notify newly elected officials, new managers, and key staff of the existence of this Agreement and conduct any necessary training to ensure it is implemented

11.0 Term and Termination

11.1 Term

This Agreement shall remain in force and effect for a period of ten (10) years from the date of its execution, subject to any earlier termination as may result from the provisions of Section 11.2 below. At the end of ten (10) years from the date of its execution, and on each five-year anniversary thereafter, the term of the Agreement shall be automatically extended for five years beyond its then stated expiration date, unless at least three hundred and sixty-five days (365) days prior to any five year anniversary, either party notifies the other in writing of its intention that the Agreement shall not be extended beyond its then stated expiration date.

11.2 Termination

Either party may terminate this Agreement for any reason and at any time upon three hundred and sixty-five (365) days written notice to other party. Prior to exercising any termination permitted by this Agreement, the governing body of the party seeking termination shall meet, in good faith, with governing body of non-terminating party in an attempt to resolve or explain the reasons for termination.

12.0 General Provisions

12.1 Amendment of Agreement

Either party may request an amendment of this Agreement at any time. Such request shall be in writing to the other party, and shall be considered without unreasonable delay and within no more than sixty (60) days of receipt.

12.2 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, return receipt requested, postage and fees prepaid, addressed to the party to whom such notice is to be given at the addresses set forth below or at such other address as has been previously furnished in writing to the other party. Such notice shall be deemed given three (3) days after so deposited in the United States mail.

If to Loveland:

City Manager
City of Loveland
500 E. Third Street, Suite 330
Loveland, Colorado 80537

With a copy to:

City Attorney
City of Loveland
500 E. Third Street, Suite 300
Loveland, Colorado 80537

If to Johnstown:

With a copy to:

12.3 Application and Interpretation of Other Provisions

Whenever a provision of Loveland's Zoning Code or the Johnstown's Land Use Code are inconsistent with a specific provision of this Agreement, the party with the inconsistent code shall evaluate its regulations and initiate the process to amend its codes to be consistent with this Agreement and/or negotiate in good faith with the other party to amend this Agreement to be consistent with the applicable code and/or any amendment to the code. However, the decision of Loveland or Johnstown to so amend its code or to agree to amend this Agreement shall remain subject to the sole discretion of Loveland's and Johnstown's respective councils.

12.4 Exhibits or Maps

Exhibits and maps referred to in this Agreement are incorporated herein for all purposes.

12.5 Captions

The captions of the paragraphs are set forth herein only for the convenience of reference by the parties and are not intended in any way to define, limit or proscribe the scope or intent of this Agreement.

12.6 Additional Documents or Action

The parties may execute any additional documents or take any additional action reasonably necessary to carry out this Agreement.

12.7 Waiver of Breach

A waiver by any party to this Agreement of the breach of any term or provision of the Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party.

12.8 No Third Party Beneficiaries

Any enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Loveland and Johnstown, and nothing contained in this Agreement shall give to or allow any such claim or right of action by any other third person. It is the express intention of the parties that there shall be no third party beneficiaries of this Agreement and any person or entity other than Loveland and Johnstown receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

12.9 Governing Law and Venue

This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. In addition, the parties hereto acknowledge that there are legal constraints imposed upon Loveland and Johnstown by the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, and imposed upon the Loveland and Johnstown by their respective charters and municipal codes; and that, subject to such constraints, the parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provisions of this Agreement to the contrary, in no event shall the parties hereto exercise any power or take any action which shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. Venue for any judicial proceeding concerning this Agreement shall only be in the District Court for Larimer County, Colorado.

13.0 Maps and Exhibits

Map 1 Overlap Area map

Map 2 Johnstown Land Use Plan (showing growth management area)

Map 3 Loveland Land Use Plan (showing growth management area)

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

CITY OF LOVELAND, COLORADO

By: _____

William D. Cahill, City Manager

ATTEST:

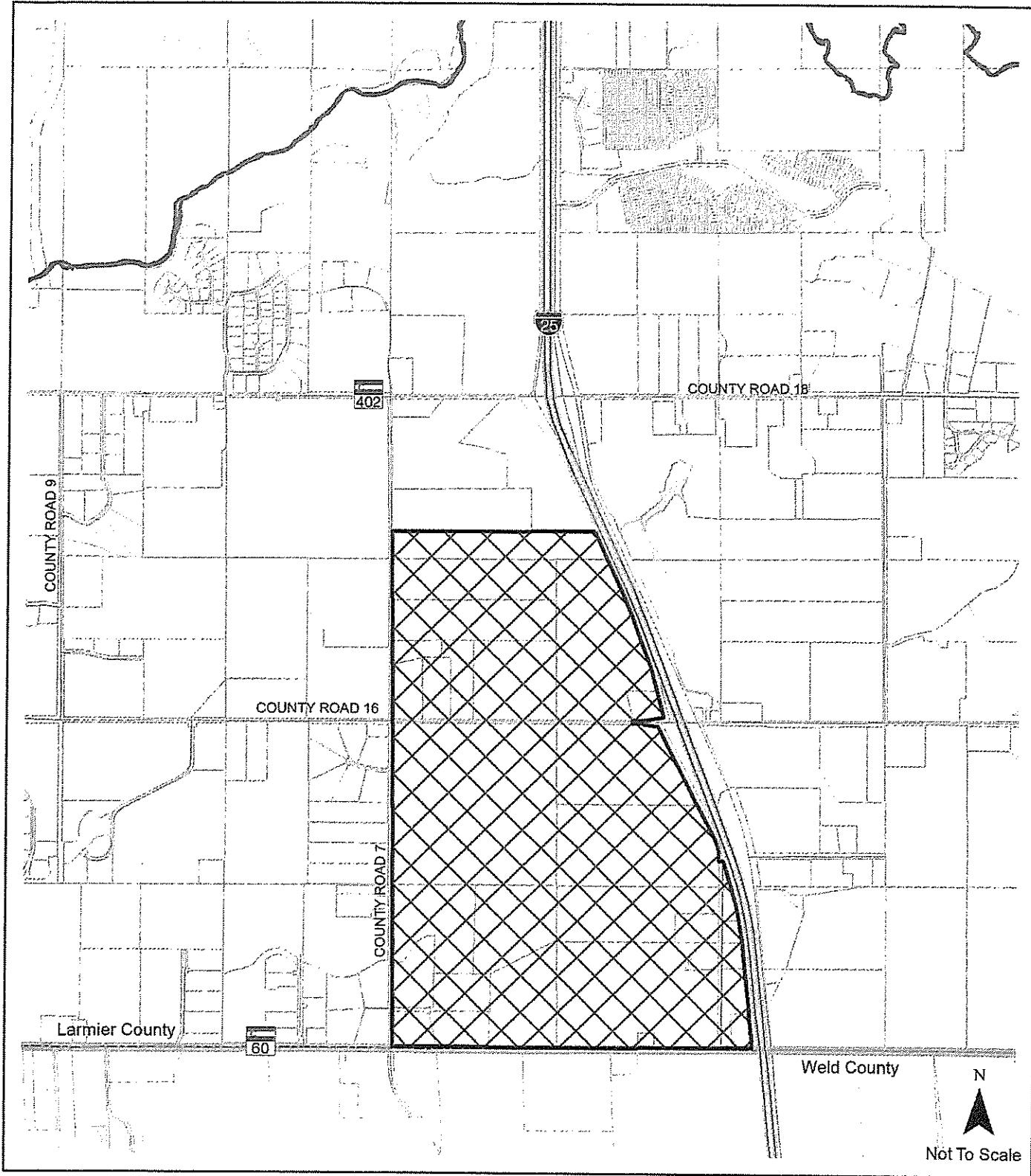
City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

INSERT SIGNATURE PAGE FOR TOWN OF JOHNSTOWN





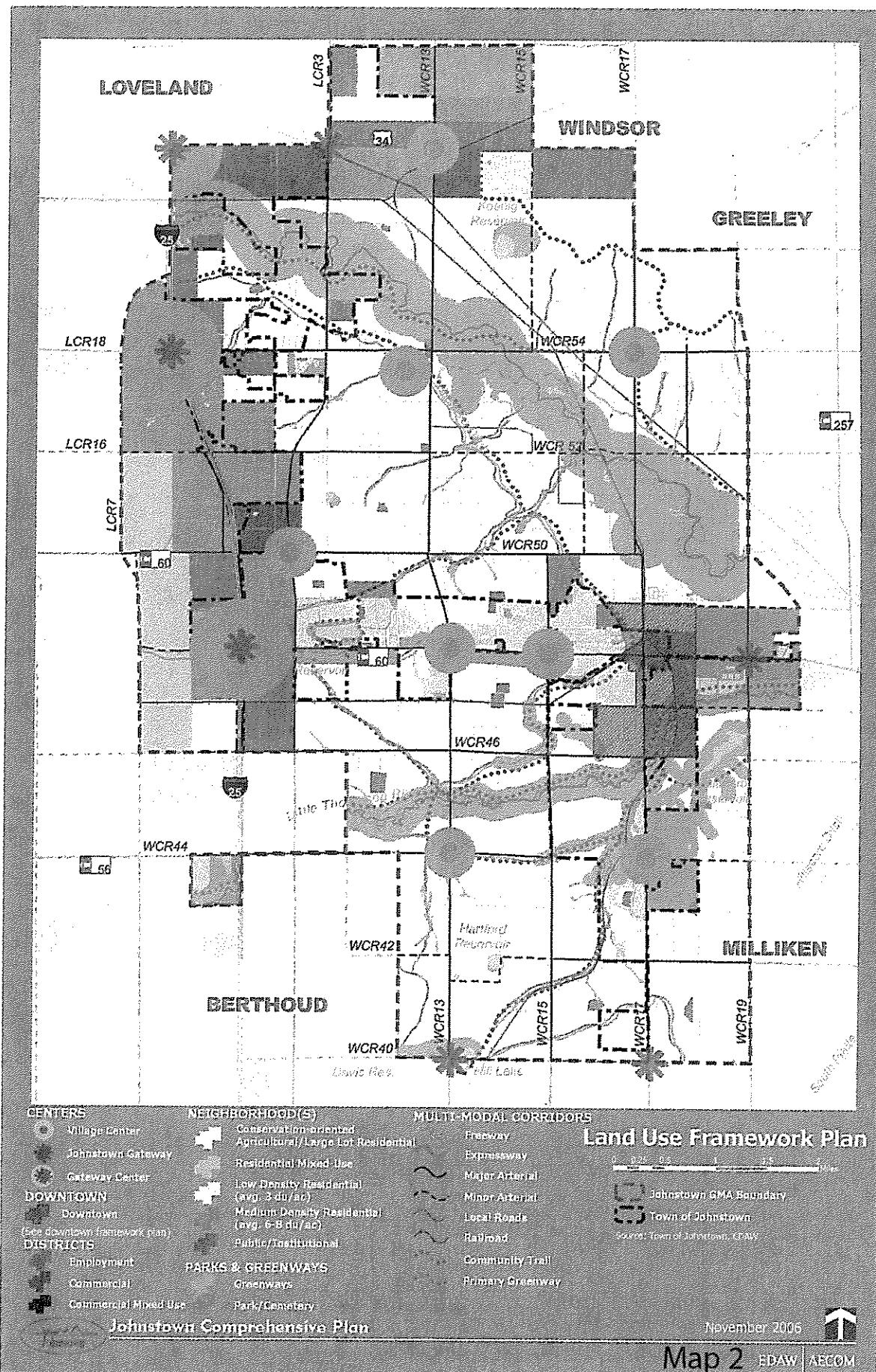
Overlap Area

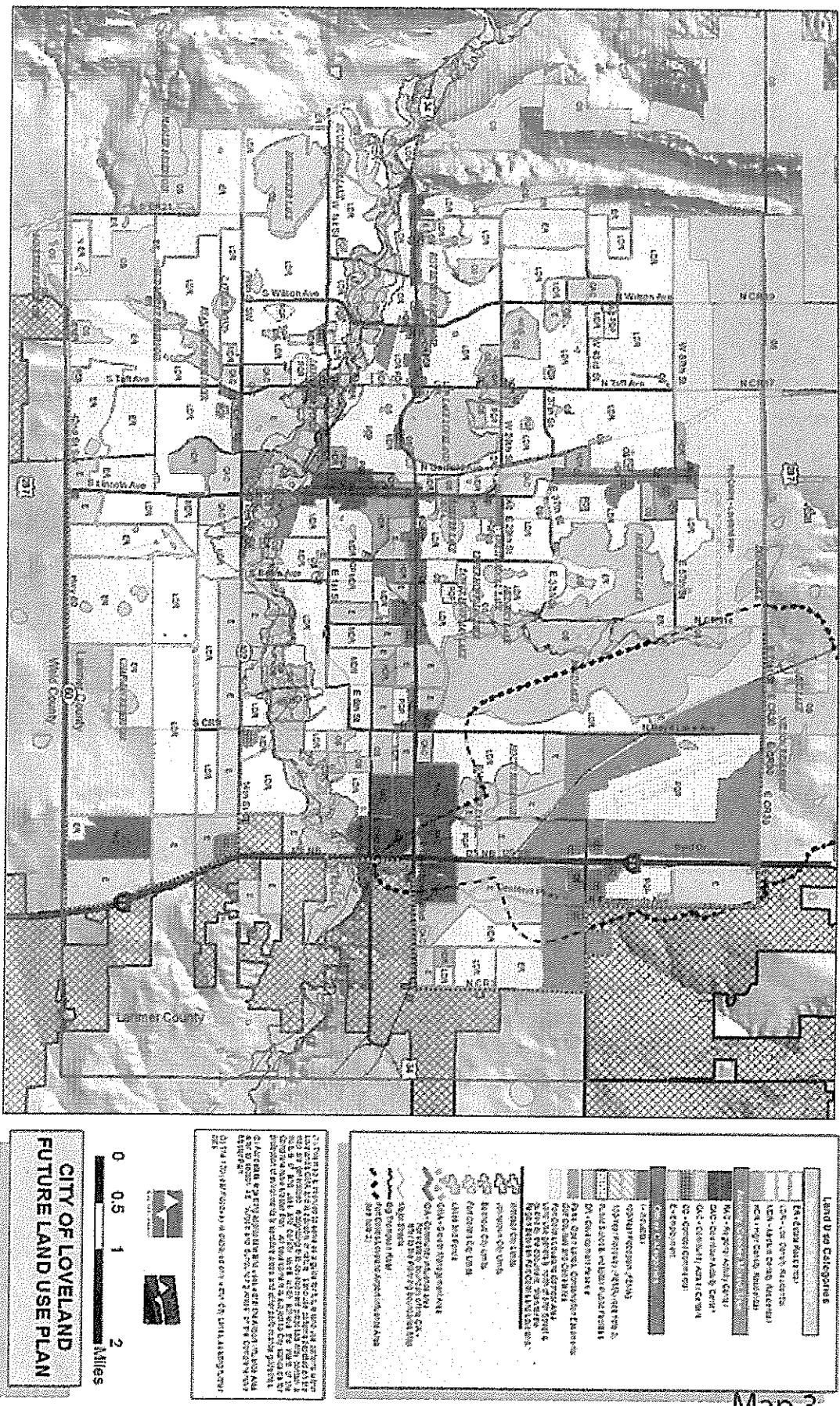
MAP 1

Legend

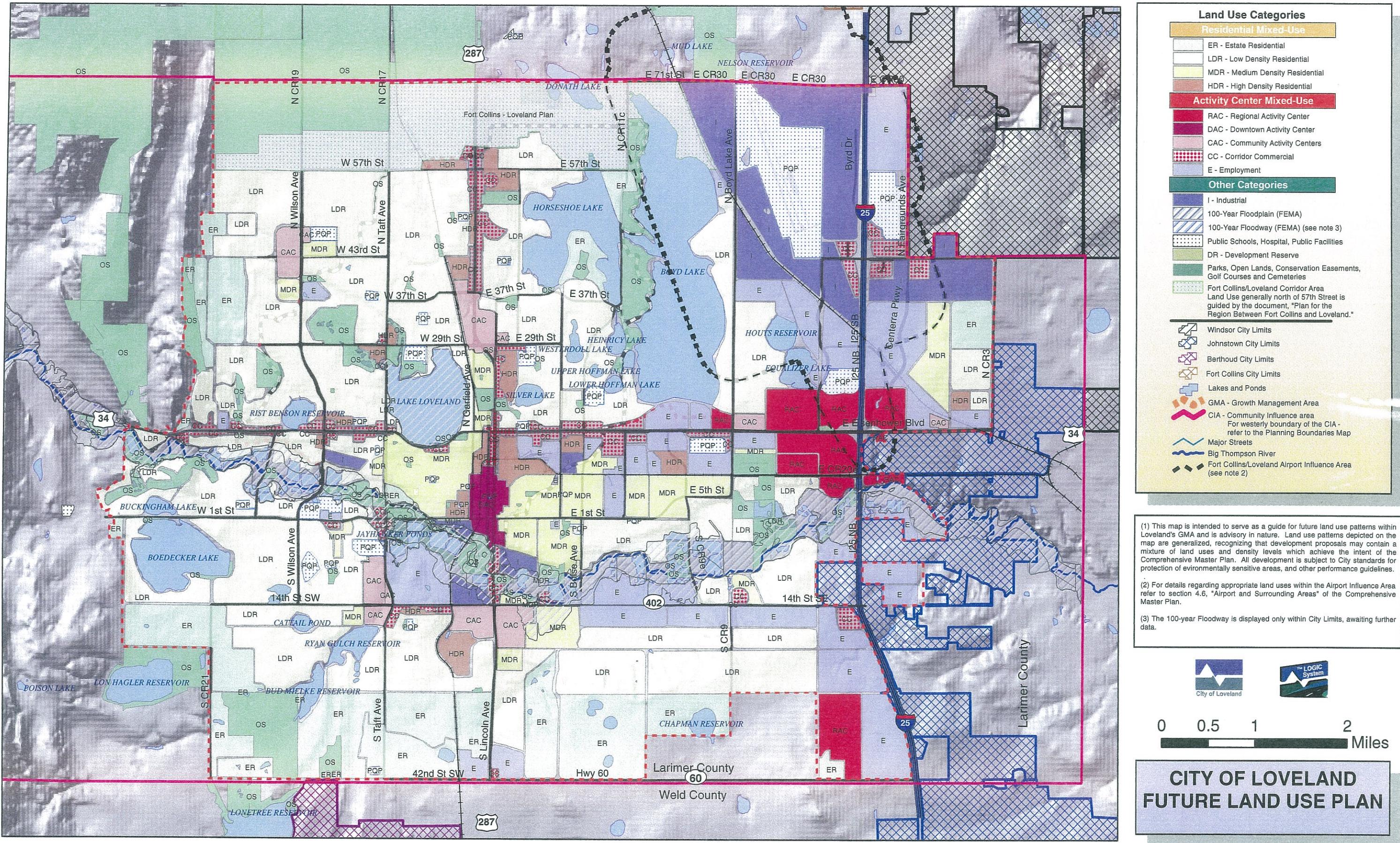
	Overlap Area		Big Thompson River
	Parcels		Lakes and Ponds
	County Boundary		

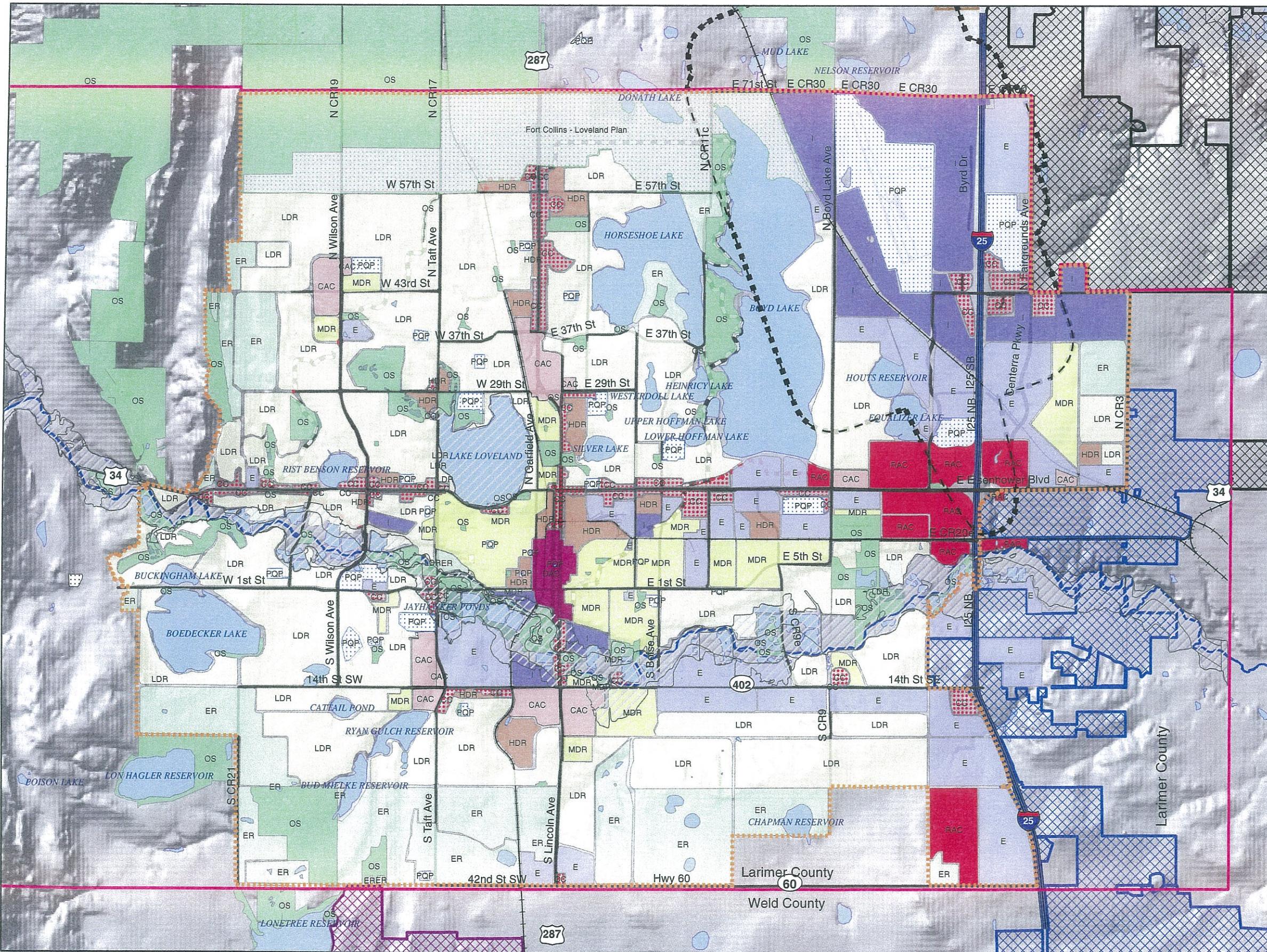
Attachment 1





Map 3





Land Use Categories

Residential Mixed-Use	
ER - Estate Residential	
LDR - Low Density Residential	
MDR - Medium Density Residential	
HDR - High Density Residential	
Activity Center Mixed-Use	
RAC - Regional Activity Center	
DAC - Downtown Activity Center	
CAC - Community Activity Centers	
CC - Corridor Commercial	
E - Employment	
Other Categories	
I - Industrial	
100-Year Floodplain (FEMA)	
100-Year Floodway (FEMA) (see note 3)	
Public Schools, Hospital, Public Facilities	
DR - Development Reserve	
Parks, Open Lands, Conservation Easements, Golf Courses and Cemeteries	
Fort Collins/Loveland Corridor Area	
Land Use generally north of 57th Street is guided by the document, "Plan for the Region Between Fort Collins and Loveland."	
Windsor City Limits	
Johnstown City Limits	
Berthoud City Limits	
Fort Collins City Limits	
Lakes and Ponds	
GMA - Growth Management Area	
CIA - Community Influence area	
For westerly boundary of the CIA - refer to the Planning Boundaries Map	
Major Streets	
Big Thompson River	
Fort Collins/Loveland Airport Influence Area (see note 2)	

(1) This map is intended to serve as a guide for future land use patterns within Loveland's GMA and is advisory in nature. Land use patterns depicted on the map are generalized, recognizing that development proposals may contain a mixture of land uses and density levels which achieve the intent of the Comprehensive Master Plan. All development is subject to City standards for protection of environmentally sensitive areas, and other performance guidelines.

(2) For details regarding appropriate land uses within the Airport Influence Area refer to section 4.6, "Airport and Surrounding Areas" of the Comprehensive Master Plan.

(3) The 100-year Floodway is displayed only within City Limits, awaiting further data.



0 0.5 1 2 Miles

**CITY OF LOVELAND
FUTURE LAND USE PLAN**