

COORDINATED COMPREHENSIVE DEVELOPMENT
INTERGOVERNMENTAL AGREEMENT
FOR THE MUNICIPAL AREA OF INFLUENCE OF THE GUNNISON AREA PLAN

THIS INTERGOVERNMENTAL AGREEMENT (“IGA” or “Agreement”) is entered into this 18 day of November, 2025, by and between the Board of County Commissioners of the County of Gunnison, Colorado, a statutory Colorado county (“County”), and the City of Gunnison, Colorado, a Colorado municipal corporation (“City”) (collectively, the “Parties”).

RECITALS:

WHEREAS, starting in July 2022, the City and County began a process to develop a comprehensive plan for targeted areas within the City’s three-mile boundary with a specific focus on the areas north and west of the City. The plan seeks to prioritize the preservation of natural resources and sensitive environmental features, cultural resources and agricultural lands in the Gunnison Valley by focusing growth and development into existing areas that can be effectively serviced by community infrastructure.

WHEREAS, both the City and the County have adopted comprehensive plans and strategic frameworks relating to development of real estate to advance housing projects, including the development of a comprehensive corridor plan, infrastructure development, and code requirements for specific areas, all intended to be described in the comprehensive development plan.

WHEREAS, a “Three Mile Plan” is required by Section 31-12-105, C.R.S, and is intended to address growth planning within a three-mile radius extending beyond current city limits. The Plan defines an “Urban Growth Boundary” (“UGB”) and future utility service area, where the City can reasonably expand in the future.

WHEREAS, the County has or will have adopted certain Special Area Regulations, which are intended to apply appropriate design and development standards within transitional areas adjacent to the City, while helping facilitate greater efficiency in the delivery of municipal services should the City ultimately annex parcels or provide water or wastewater facilities in these areas and also allow for extraterritorial service by the City.

WHEREAS, the comprehensive development plan is intended to address specific areas within the City of Gunnison’s three-mile boundary and fulfill the state requirement for the City to complete a three-mile plan.

WHEREAS, Section 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.

WHEREAS, pursuant to Title 29, Article 20, C.R.S., as amended, certain powers are designated to local governments, among them the authority to regulate the location of activities and developments which may result in significant changes in population density, the authority to provide for phased development of services and facilities and the authority to regulate the use of land on the basis of the impact thereof on the community or surrounding areas in a manner consistent with constitutional rights.

WHEREAS, pursuant to Title 29, Article 20, C.R.S., as amended, it is declared that in order to provide for planned and orderly development within Colorado and a balancing of the basic human needs of a changing population with legitimate environmental concerns, the policy of the State of Colorado is to clarify and provide broad authority to local governments to plan for and regulate the use of land within their respective jurisdictions.

WHEREAS, pursuant to Title 30, Article 28, C.R.S., as amended, broad land use authority is provided to counties and empowers them to plan and provide for the physical development of their unincorporated territory.

WHEREAS, pursuant to Section 31-12-121, C.R.S., the City has authority to require application or consent to annexation in connection with the provision of municipal services, when the property receiving such services is eligible for annexation.

WHEREAS, concentrating urban development in areas designated for such development affords greater efficiency in the delivery of services such as water and wastewater disposal systems, transportation, fire and police protection and other services, and also affords predictability to landowners and residents concerning where future services may be provided and urban development will be permitted.

WHEREAS, the Parties have previously entered into various comprehensive and other plans by intergovernmental agreements, and desire now to provide a comprehensive plan replacing such agreements.

WHEREAS, in order to ensure that the desired character of the planning area is achieved, the parties believe that a comprehensive development plan which recognizes areas potentially eligible for annexation and development approved by each party, accompanied by binding commitments by the responsible Party for the preservation of the rural character of surrounding lands as identified within the area of the plan, is in the best interest of the residents of each of the Parties.

WHEREAS, the provisions concerning annexation, pre-annexation, or development by the Parties of certain lands within the plan area are intended to preclude undesirable development and urban sprawl which would create a detrimental development pattern at the boundary of the City.

WHEREAS, 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, are 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 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.

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.

WHEREAS, it is the intent of the Parties through this Agreement to create a framework that will promote economic development, enhance community character and quality of design, and add value and opportunities to properties in areas adjacent to the City in the unincorporated County.

WHEREAS, the Parties have each held meetings regarding the adoption of a comprehensive development plan for the subject lands, hereinafter referred to as the Gunnison Area Plan.

WHEREAS, this IGA implements the Gunnison Area Plan as adopted by the Parties by Resolutions of both Parties.

TERMS OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is expressly acknowledged, the parties agree as follows:

1. This IGA supersedes and replaces in its entirety the Three Mile Plan/Urban Growth Boundary Intergovernmental Agreement dated July 3, 2001.
2. Condition Precedent. This IGA shall be of no force and effect until the City Council and the Board of County Commissioners approve this Agreement and incorporate it by reference into their respective regulations.
3. Term of Agreement. Upon approval, this IGA shall remain in effect unless or until terminated by either Party. Either Party shall have the right to terminate this Agreement at any time, with or without cause, upon one hundred eighty (180) days prior written notice to the other.

4. Purpose and Applicability. This Agreement, including Exhibits, is adopted by the Parties as a comprehensive development plan defining jurisdictional roles and responsibilities in areas of Gunnison County within proximity to the City of Gunnison, as further defined herein, generally referenced as the Municipal Area of Influence (“MAI”) as described in Exhibit A. Each entity agrees to establish development regulations within their respective jurisdictions in the MAI, as provided herein, in general accordance with the following shared purposes and principles:

A. PURPOSES

The Gunnison Area Plan is intended to ensure development in this area provides appropriate service levels and reflects the community’s goals related to land use, housing opportunities, community character, environmental sustainability, natural hazard mitigation, infrastructure access, access to employment centers and services, and multimodal connectivity. This Agreement shall be liberally construed to further the following purposes listed in Section 1-103 of the Gunnison County, Colorado *Land Use Resolution* (“LUR”) and in alignment with the City of Gunnison, Comprehensive Plan.

B. PRINCIPLES

1. Compact, Complete, and Connected Neighborhoods.
 - a. Promote compact development to preserve agricultural and natural lands and reduce infrastructure costs.
 - b. Encourage complete neighborhoods that integrate housing, jobs, parks, schools, civic spaces, and commercial services.
 - c. Prioritize walkable, bikeable, and transit-accessible street networks with short block lengths and connected grids with narrower streets that accommodate emergency services and enhance user safety.
1. Housing.
 - a. Enable for a diversity of housing types, densities, and development that assists in providing adequate housing for all people.
 - b. Support infill and redevelopment in existing developed areas to reduce sprawl.
 - c. Coordinate housing and transit planning to reduce vehicle miles traveled and improve access to opportunity.
2. Mixed Use and Neighborhood Commercial.
 - a. Permit neighborhood-serving commercial uses in residential areas to promote vitality and reduce vehicle trips.
 - b. Enable live-work development and mixed-use buildings.

- c. Eliminate unnecessary buffers or setbacks between compatible uses to maximize land efficiency and walkability.

3. Mobility and Transportation.

- a. New streets should be designed with pedestrians in mind to emphasize safe crossings, reduced vehicle speeds, and access for all modes of transportation.
- b. Enable pedestrian and cyclist infrastructure and trail connectivity.
- c. Coordinate transit service enhancements and last-mile connections across jurisdictional boundaries.
- d. Discourage frontage road development that displaces traffic into neighborhoods or fragments communities.
- e. Consider access management best practices to minimize conflict points and enhance safety for all users.

4. Placemaking and Public Realm.

- a. Enable pocket parks, plazas, and gathering places in new neighborhood planning.
- b. Establish gateways and corridors that reinforce community identity and create a sense of arrival.

5. **Definitions.** Terms that are not defined in this Agreement shall be defined consistent with *Definitions* of the Gunnison County Land Use Resolution or the City of Gunnison Municipal Code as applicable. Should either the Land Use Resolution or the Municipal Code conflict, the stricter regulation shall control.

6. **Municipal Area of Influence.** A Municipal Area of Influence (“MAI”) located within unincorporated Gunnison County, outside Gunnison city limits is hereby established, as represented in Exhibit A. The MAI outlines the area where the Parties anticipate future growth or land use influence over the next 20 years. The defined MAI will guide long-term planning, support intergovernmental coordination, and define areas where the municipality has a vested interest in land use decisions. Two categories exist within the MIA:

A. **Urban Growth Boundary (“UGB”).** This established boundary generally represents an area immediately adjacent to city limits that is currently eligible for annexation in accordance with the Municipal Annexation Act of 1965. As actual annexations occur over time, this boundary may be adjusted to include properties newly eligible for annexation. Any changes to the UGB shall be jointly reviewed and approved by the City and County.

The City shall establish future land use zoning in the UGB to provide clear expectations for development consistent with Section 4 of this Agreement and the City’s adopted Land Development Code. Subject to buildout of the distribution and

collection system, the City has the capacity and availability to serve public drinking water, sanitary wastewater, and electricity within the UGB.

The Parties agree that it is in the public's best interest to minimize the use of individual wells and on-site septic systems within urban and urbanizing areas due to concerns related to public health, environmental protection, long-term infrastructure efficiency, and source water protection. Individual on-site wastewater treatment systems present increased risks of groundwater contamination, inconsistent maintenance, and degraded water quality, particularly when located in higher-density settings. The City's centralized water and wastewater systems are subject to rigorous regulatory oversight, professional operation, and routine maintenance, ensuring a higher standard of public health protection.

Therefore, for new development, the Parties require connection to City water and wastewater infrastructure within the UGB to support efficient land use, protect surface and groundwater resources, reduce the risk of system failures, and allow for coordinated service delivery.

New development applications within the UGB requiring subdivision of land, water or wastewater infrastructure, or other public infrastructure shall be referred to the City for land use review and approval and shall be required to annex into the City prior to applying for a building permit. All other land use applications may be processed in accordance with City regulations in concurrence with an application for annexation. Annexation into the City is intended to provide for responsible management of growth, protection of public resources, and that all serviced properties contribute equitably to the cost of the infrastructure systems.

The Parties agree the County shall not object to annexations within the UGB and that the County has no review or approval authority regarding new development applications within the UGB. Nothing within this Agreement shall imply that the City or County are responsible for costs associated with new development applications, including but not limited to annexation, impact analysis, or infrastructure.

To the extent permitted by law, the City shall defend and hold harmless the County against claims arising from City land use review in the UGB.

1. Exemption.

This IGA shall not apply to the following activities in the UGB. The following activities shall be exempt from this IGA and shall be reviewed pursuant to the Gunnison County *Land Use Resolution* and other applicable regulations in effect at time of application submittal including but not limited to: International Building Code, International Wildland Urban Interface Code, and Gunnison County Standards and Specifications for New Construction of Roads and Bridges.

- a. Secondary residence, addition, non-habitable structure. Any parcel within the Urban Growth Boundary with a legally established single-

family residence may construct an addition, secondary residence, or non-habitable structure such as a storage shed or a garage.

b. Legally Established Conforming and Nonconforming Uses and Structures.

- i. Use may continue. Legally established conforming and nonconforming land uses and structures may continue, so long as they remain otherwise legal and comply with the standards of this Section.
- ii. Repairs and maintenance. Ordinary repairs and maintenance to permit continuation of a legal conforming or nonconforming use and/or structure shall be permitted.
- iii. Limited extension or expansion. A legal nonconforming use or structure shall not be extended or expanded except as allowed in LUR Section 1-108: B. 3. b: Expansion Shall Not Increase Nonconformance. This prohibition shall be construed to prevent the additional land uses or structures from being used in a nonconforming manner.
- iv. Expansion shall not increase nonconformance. A legal nonconforming use or structure shall only be extended, expanded or altered in a manner that does not expand, or that decreases, the nonconforming use or aspect.
- v. Force majeure. Replacement of a portion of or the entirety of a structure that was damaged and/or demolished due to circumstances beyond the control of the property owner, also known as an “act of God”, including but not limited to fire or flood.

B. North Urban Transition Area (“NUTA”). This established boundary represents an area within the MAI that is not currently eligible for annexation in accordance with the Municipal Annexation Act of 1965. As actual annexations occur over time, the UGB may expand into the NUTA. The County shall establish Special Area Regulations in the NUTA to provide clear expectations for development consist with Section 4 of this Agreement. Subject to buildout of the distribution and collection system, the City has the capacity and availability to serve public drinking water, sanitary wastewater, and electricity within the NUTA.

For the reasons provided in Section 6.A, the Parties require new development to connect to City water and wastewater infrastructure within the NUTA to support efficient land use, protect surface and groundwater resources, reduce the risk of system failures, and allow for coordinated service delivery.

New development applications within the NUTA requiring subdivision of land, water or wastewater infrastructure, or other public infrastructure shall first obtain a pre-

annexation agreement with the City to fulfill all City code requirements for utilities and public rights of way and shall be required to execute a pre-annexation agreement with the City prior to applying for a building permit with the County. The pre-annexation agreement is not annexation of the property and instead will serve as (1) a commitment by the City to serve the property in a specific capacity and (2) a commitment by the property owner to construct infrastructure consistent with City requirements, specific to the site conditions and consistent with established City standards and engineering analysis, and to not object to future annexation when legally eligible. The pre-annexation agreement shall be recorded and run with the land.

New single unit residential developments within the NUTA may not be required to connect to public water and wastewater infrastructure prior to receiving a building permit but may be subject to future connection upon future annexation. If an applicant proposes a use that is initially exempt from pre-annexation requirements and later proposes a second project as an addition to or expansion of the approved project, so that the projects considered together would have required a pre-annexation agreement, the then second and subsequent project shall be reviewed in accordance with the pre-annexation requirements and the cumulative impacts of the sequential projects shall be the basis for the pre-annexation agreement. No development may be approved under this exception if it is determined that the project is part of a larger development intent or scheme that would otherwise exceed the single unit threshold. The applicant may be required to disclose current and future development plans, and the County reserves the right to deny the exception if there is evidence of intent to segment a larger development into phases or separate applications to qualify for the exemption.

Except as expressly set forth above, the Parties agree the County shall not object to pre-annexations within the NUTA and that the City has no review or approval authority regarding new development applications within the NUTA, except as it relates to execution of the pre-annexation agreement for utilities and public rights of way. Nothing within this Agreement shall imply that the City or County are responsible for costs associated with new development applications, including but not limited to annexation, impact analysis, or infrastructure.

To the extent permitted by law, the City shall defend and hold harmless the County against claims arising from City land use review in the NUTA. To the extent permitted by law, the County shall defend and hold harmless the City for any claims arising from County land use review in the NUTA.

2. Exemption.

This IGA shall not apply to the following activities in the NUTA:

- a. Single-family residence. Development of an existing vacant lot with a single-family residence shall be reviewed pursuant to the LUR and

not subject to this IGA. City of Gunnison pre-annexation shall not be required.

- b. Secondary residence, addition, non-habitable structure. Any parcel within the NUTA with a legally established single-family residence as of the effective date of this IGA may construct an addition, secondary residence, duplex, accessory dwelling unit, or non-habitable structure such as a storage shed or a garage, without triggering the requirements of this IGA. City of Gunnison pre-annexation shall not be required.
- c. Legally established conforming and nonconforming uses and structures.
 - i. Use may continue. Legally established conforming and nonconforming land uses and structures may continue, so long as they remain otherwise legal and comply with the requirements of this Section.
 - ii. Repairs and maintenance. Ordinary repairs and maintenance to permit continuation of a legal conforming or nonconforming use and/or structure shall be permitted.
 - iii. Limited extension or expansion. A legal nonconforming use or structure shall not be extended or expanded except as allowed in LUR Section 1-108: B. 3. b: Expansion Shall Not Increase Nonconformance. This prohibition shall be construed to prevent the additional land uses or structures from being used in a nonconforming manner.
 - iv. Expansion shall not increase nonconformance. A legal nonconforming use or structure shall only be extended, expanded or altered in a manner that does not expand, or that decreases, the nonconforming use or aspect.
 - v. Force majeure. Replacement of a portion of or the entirety of a structure that was damaged and/or demolished due to circumstances beyond the control of the property owner, also known as an “act of God”, including but not limited to fire or flood.

- 7. Area of No Municipal Influence. The Parties agree that the City has no influence on locations outside of the City or the Municipal Area of Influence (MAI), unless otherwise stated herein or agreed upon by separate agreement. Within the Gunnison Area Plan, three categories exist outside the MAI, including the South Urban Transition Area, Rural Transition Area and the Rural Area. While all three categories are located within the statutorily defined “three-mile” area, the locations are either already served by other utility providers, City water and wastewater utilities are

impractical, or the areas are being preserved to maintain their rural character and use. The County maintains full authority, as applicable by law, for new development applications within the Area of No Municipal Influence.

8. Utility Service and Right-of-Way Exceptions within the MAI.

The City's Municipal Code shall provide a process by which the City may consider and approve exceptions to the above-mentioned requirements within the MAI, specifically where unique circumstances justify a departure from the purpose of this Agreement.

9. General Responsibilities of the Parties.

- A. The Parties will coordinate to update Exhibit A annually to adjust the UGB based upon properties qualifying for potential annexation into the City. Any changes to the UGB shall be approved by the City and County.
- B. The parties will collaborate to prepare a comprehensive three-mile plan update every 5-10 years.
- C. The City shall continue to progress planning of utilities and other public infrastructure within the MAI to meet the purposes and principles provided in Section 4.
- D. The City will update its utility and public right of way standards to ensure the agreed upon principles contained in Section 4 are supported.
- E. The City shall be solely responsible for regulating City utility services within the MAI, including but not limited to establishing policies and procedures for the application, engineering, construction, delivery and maintenance of City public utilities.
- F. The City shall endeavor to serve electric within the MAI in accordance with applicable state statutes.
- G. The City agrees that the Gunnison Area Plan supersedes conflicting provisions within the City of Gunnison Comprehensive Plan, and that City will remove such conflicts from its Comprehensive Plan.
- H. The City shall be responsible for generating pre-annexation agreements; terms associated with a pre-annexation agreement are unique to each circumstance and shall be negotiated between the developer and City to meet the provisions of Section 6.B.

- I. The Parties will review possible revisions to the Wastewater Treatment Facility Agreement dated July 3, 2001.
- J. Fees required by the City for annexation, pre-annexation, utility connections, permits, etc., shall be paid by an applicant to the City and will be set forth by annual resolution.

10. General Provisions.

- A. **Governing Law.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Colorado.
- B. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall operate as a waiver or limitation on the Parties' governmental immunity or the monetary damage limitations as set forth in Article 10 of Title 24, C.R.S.
- C. **Compliance with Laws.** Each party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- D. **Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall not be construed strictly for or against any Party.
- E. **Effect of Waiver.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be a waiver of any subsequent breach or violation hereof.
- F. **Amendment.** This Agreement may be modified only by agreement in writing, duly authorized and executed by the Parties.
- G. **Assignment.** Neither Party shall assign, delegate, subcontract, pledge, or encumber any right, duty, or interest, in whole or in part, in or to this Agreement without the consent of the other.
- H. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. Nothing expressed or implied in this Agreement is intended to or shall be construed to confer upon, or to give any person other than the Parties hereto, any right, remedy or claim under, or by reason of, this Agreement.
- I. **Further Assurances.** Each Party agrees, at its own cost, to do such further acts and things and to execute and deliver such additional agreements and

instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.

- J. Survival. Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, expressed and implied, shall survive the termination of this Agreement, and shall remain in effect and binding upon the Parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

- K. Entire Agreement; Integration. This Agreement supersedes all previous understandings, contracts or agreements between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties.

- L. Notice. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service if hand delivered or e-mailed to the Party to whom notice is to be given, or (ii) on the third day after mailing if mailed to the Party to whom notice is to be given, by first class mail, postage prepaid, and properly addressed to a Party at the addresses set forth in this paragraph, or such other address as a Party may subsequently provide by written notice.
 - If to the City: City Manager, with copy to City Attorney.
 - If to the County: County Manager, with copy to County Attorney.

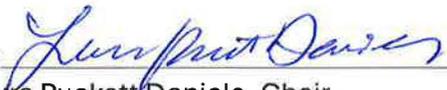
- M. Severability. Invalidation of any of the provisions of this Agreement, or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof, in any given circumstance, shall not affect the validity of the remainder of this Agreement unless such invalidity defeats the essential purpose of this Agreement.

- N. Execution. By signing below the Parties represent that: (a) the person executing this Agreement is authorized to execute and enter contracts on behalf of such Party; (b) the appropriate officials and representatives of the Parties have read and understand the Agreement; and (c) the Agreement has been duly approved by the governing body of the Parties at a meeting held in compliance with all applicable laws. A duplicate, a copy, and/or an electronic execution of this Agreement will have the same force and effect of an original signature.

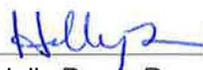
- O. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Board of County Commissioners of the
County of Gunnison

By: 
Laura Puckett Daniels, Chair

Attest:


Holly Perry, Deputy County Clerk



City of Gunnison, a Colorado
home-rule municipality

By: 
Diego Plata, Mayor

Attest:


Erica Boucher, City Clerk

Exhibits
A. Municipal Area of Influence Map

