



**CITY OF BOULDER  
CITY COUNCIL AGENDA ITEM**

**MEETING DATE: December 5, 2024**

**AGENDA TITLE**

Second reading and consideration of a motion to adopt Ordinance 8667 approving an Intergovernmental Agreement (IGA) concerning the management of the Coalton Trail on property co-owned by both the City of Boulder and Boulder County; and setting forth related details.

**PRESENTERS**

Nuria Rivera-Vandermyde, City Manager  
Teresa Taylor Tate, City Attorney  
Janet Michels, Senior Counsel  
Dan Burke, Director, Open Space and Mountain Parks  
Jeff Haley, Deputy Director, Visitor Experience and Infrastructure

**EXECUTIVE SUMMARY**

The Coalton Trail has been co-owned and co-managed by the City through its Open Space and Mountain Parks department (OSMP) and Boulder County through its Parks and Open Space department (BCPOS) since 1996. Each party owns some of the land through which the Coalton Trail passes and some of the land is jointly owned by the city and the county. In addition to the passive recreational benefits of the Coalton Trail, this open space land has significant natural resource value for agricultural production (primarily grazing) and for habitat for native plant and animal species. Since the Coalton Trail has been in place, the parties have shared in the expenses of maintaining the trail, most recently engaging in a project in collaboration with the Trust for Public Lands to redesign and rebuild the steepest section of the trail, resurfacing the trail with recycled asphalt, and installing better drainage to make the trail more sustainable. The city and county agree that it will be beneficial if the county becomes the jurisdiction with primary responsibility for management of the Coalton Trail during the term of the Intergovernmental agreement (IGA). This sole management responsibility ensures a consistent and efficient

approach to management and reduces confusion by the visitors about regulations, management practices and restrictions that might be enforced in the corridor.

### **STAFF RECOMMENDATION**

#### **Suggested Motion Language:**

Staff requests council consideration of this matter and action in the form of the following motion:

Motion to adopt Ordinance 8667 approving an Intergovernmental Agreement (IGA) concerning the management of the Coalton Trail on property co-owned by both the City of Boulder and Boulder County; and setting forth related details.

### **COMMUNITY SUSTAINABILITY ASSESSMENTS AND IMPACTS**

- Economic – This IGA will provide for an efficient use of funding and resources within the corridor.
- Environmental – The environmental benefits allow for continued management of ecosystems in the corridor and adjacent to the corridor in a shared manner by both parties on their respective land.
- Social – Providing an enjoyable and safe corridor for recreation and visitation that is primarily managed by BCPOS will provide for years of enjoyment by residents and visitors.

### **OTHER IMPACTS**

- **Fiscal** – This will result in some minimal cost savings to the department in the form of materials and labor for trail maintenance.
- **Staff time** – This initiative will reduce staff time in managing the trail corridor and will allow the completion of other priorities within an annual workplan.

### **RESPONSES TO QUESTIONS FROM COUNCIL AGENDA COMMITTEE**

None

### **BOARD AND COMMISSION FEEDBACK**

At the October 10, 2024, regular meeting of the Open Space Board of Trustees, the board unanimously approved a motion to recommend that Council approve an Intergovernmental Agreement (IGA) concerning the management of the Coalton Trail on property co-owned by both the City of Boulder Open Space and Mountain Parks Department and Boulder County Parks and Open Space in substantially the form of **Attachment B**.

### **PUBLIC FEEDBACK**

None

## **BACKGROUND**

During the term of this IGA, the county will have primary responsibility to manage the Coalton Trail Corridor, which is defined as the approximately 50-foot-wide fenced area centered on the Coalton Trail. The Coalton Trail Corridor will be managed pursuant to the county's open space policies and the Boulder County Rules & Regulations for Parks & Open Space, as amended, will be enforced by BCPOS rangers and Boulder County Sheriff's deputies.

In addition to regulatory enforcement, the county will also provide weed control, trail maintenance, enforcement of closures, and response as needed. Each party remains responsible for maintenance of the open space outside of the Coalton Trail Corridor that the party owns, unless there are other agreements that affect management responsibility. This responsibility includes maintaining and repairing fences adjacent to the corridor and placing signage that provides information on management and regulatory enforcement. If the County proposes to materially improve the way the Coalton Trail Corridor is managed, the city will be provided with the opportunity to provide comments about any proposed changes.

The county will be responsible for conducting and paying the costs of routine maintenance and minor repairs of the Coalton Trail and Coalton Trail Corridor (e.g., cleaning of culverts, removal of sediment and debris in ditches and on trail surfaces, smoothing out small irregularities in the trail surface, minor erosion of the trail and adjacent areas, and other similar preventative maintenance activities). If there are extraordinary costs of major repairs, replacement or maintenance activities above and beyond routine maintenance and minor repairs (e.g., resurfacing over one quarter of the overall trail length, trail replacement or significant redesign and reconstruction and other similar capital type projects), the city and the county will negotiate in good faith to share the costs.

The term of the IGA will be effective from the date it is fully executed by the parties until it is terminated. The IGA may be amended or modified only in writing signed by both the city and the county. Either party may terminate the IGA by providing 90 days' written notice to the other party.

## **ANALYSIS**

Converting the management between two different agencies to one as the primary agency has many benefits that will reduce costs and provide a consistent visitor experience. This primary management responsibility also allows the management agency efficient and responsive management of the land and trail corridor without having to obtain various approvals for decisions or management response to issues that arise. The city and the county agree that it will be beneficial if the county becomes the jurisdiction with primary responsibility for management of the Coalton Trail during the term of the IGA. This sole management responsibility ensures a consistent and efficient approach to management and reduces confusion by the visitors about regulations, management practices and restrictions that might be enforced in the corridor.

## **NEXT STEPS**

The proposed ordinance approving the IGA is set for second reading on December 5, 2024. Council has the authority to adopt or not adopt the ordinance at that time.

**ATTACHMENT**

**Attachment A:** Proposed Ordinance 8667

ORDINANCE 8667

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT CONCERNING THE MANAGEMENT OF THE COALTON TRAIL ON PROPERTY CO-OWNED BY BOTH THE CITY AND BOULDER COUNTY; AND SETTING FORTH RELATED DETAILS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOULDER,  
COLORADO:

Section 1. The City Council adopts and approves the intergovernmental agreement, attached as **Exhibit A** and incorporated into this ordinance by this reference entitled, “Intergovernmental Agreement Between Boulder County and the City of Boulder Re: Management of the Coalton Trail,” effective upon its execution by the last party.

Section 2. The city council authorizes the city manager to execute this agreement on behalf of the city.

Section 3. This ordinance is necessary to protect the public health, safety, and welfare of the residents of the city, and covers matters of local concern.

Section 4. The city council deems it appropriate that this ordinance be published by title only and orders that copies of this ordinance be made available in the office of the city clerk for public inspection and acquisition.

1 INTRODUCTION, READ ON FIRST READING, AND ORDERED PUBLISHED BY  
2 TITLE ONLY this 7<sup>th</sup> day of November 2024.

3  
4  
5 \_\_\_\_\_  
Aaron Brockett,  
Mayor

6 Attest:

7  
8 \_\_\_\_\_  
Elesha Johnson,  
City Clerk

9 READ ON SECOND READING, PASSED AND ADOPTED this 5<sup>th</sup> day of December  
10 2024.

11  
12  
13 \_\_\_\_\_  
Aaron Brockett,  
Mayor

14 Attest:

15  
16 \_\_\_\_\_  
Elesha Johnson,  
City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN BOULDER COUNTY  
AND THE CITY OF BOULDER RE: MANAGEMENT OF THE COALTON TRAIL**

THIS INTERGOVERNMENTAL AGREEMENT RELATED TO MANAGEMENT OF THE COALTON TRAIL (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the COUNTY OF BOULDER, a body corporate and politic of the State of Colorado (the “County”), and the CITY OF BOULDER, a Colorado home rule municipality (the "City"), each a “Party” and collectively referred to herein as the "Parties."

**RECITALS**

**WHEREAS**, Colorado Constitution Article XIV, Section 18(2)(a), C.R.S. §§ 29-1-201, *et seq.*, and C.R.S. §30-11-410, provide that political subdivisions of the State may contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating units;

**WHEREAS**, the County owns and/or manages more than 100,000 acres of open space lands and 120 miles of trails within Boulder County;

**WHEREAS**, the City owns and/or manages more than 45,000 acres of land as open space land and 155 miles of trails within Boulder County;

**WHEREAS**, part of the Parties’ respective missions is to provide the public with passive recreational opportunities that reflect sound resource management and community values;

**WHEREAS**, the Parties collectively own and/or manage all of the property through which the approximately 2.8 mile Coalton Trail passes, as depicted on Exhibit A, attached hereto and incorporated herein;

**WHEREAS**, the Parties agree that, for the benefit of long-term management of the Coalton Trail, and to avoid any unnecessary complexity from users of the Coalton Trail passing through several different ownerships with different management prescriptions, it will be most efficient and effective for the entire Coalton Trail corridor to be managed and enforced by the County; and

**WHEREAS**, the Parties are entering into this Agreement to establish the County’s and the City’s respective responsibilities with respect to management of the Coalton Trail.

**NOW, THEREFORE**, in consideration of the mutual covenants below, and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree to the following terms:

**TERMS AND CONDITIONS**

1. The Recitals set forth above are incorporated herein and made a part of this Agreement.
2. The Coalton Trail has been co-owned and co-managed by the Parties since 1996. Each Party owns some of the land through which the Coalton Trail passes and some of the land is jointly

owned by the Parties. In addition to the passive recreational benefits of the Coalton Trail, this open space land has significant natural resource value for agricultural production (primarily grazing) and for habitat for native plant and animal species. Since the Coalton Trail has been in place, the Parties have shared in the expenses of maintaining and the Coalton Trail, most recently engaging in a project in collaboration with the Trust for Public Lands to redesign and rebuild the steepest section of the trail, resurfacing the trail with recycled asphalt, and install better drainage to make the trail more sustainable. The Parties agree that it will be beneficial if the County becomes the Party with primary responsibility for management of the Coalton Trail during the term of this Agreement.

3. During the term of this Agreement, and irrespective of ownership of the underlying land and notwithstanding any other prior agreements between the Parties (including, but not limited to, the Boulder County and City of Boulder Jointly Owned Open Space Management Intergovernmental Agreement dated September 18, 2017), the County shall have primary responsibility to manage the Coalton Trail Corridor, which is defined as the approximately 50-foot wide fenced area centered on the Coalton Trail, as depicted on Exhibit A.

4. The Coalton Trail Corridor shall be managed pursuant to the County's open space policies and the Boulder County Rules & Regulations for Parks & Open Space, as amended, shall be enforced by Boulder County Parks & Open Space rangers and Boulder County Sheriff's deputies within the Coalton Trail Corridor.

5. In addition to regulatory enforcement, the County will also provide weed control, trail maintenance, enforcement of closures, etc. Each Party remains responsible for maintenance of the open space outside of the Coalton Trail Corridor the Party owns unless there are other agreements that affect management responsibility. This responsibility includes maintaining and repairing fences adjacent to the corridor and placing signage that provides information on management and regulatory enforcement. If the County proposes to materially amend the manner in which the Coalton Trail Corridor is managed, the City shall be provided the opportunity to provide comments about any proposed changes.

6. The County shall be responsible for conducting, and paying the costs of, routine maintenance and minor repairs of the Coalton Trail and Coalton Trail Corridor (e.g., cleaning of culverts, removal of sediment and debris in ditches and on trail surfaces, smoothing out small irregularities in the trail surface, minor erosion of the trail and adjacent areas, and other similar preventative maintenance activities). If there are extraordinary costs of major repairs, replacement or maintenance activities above and beyond routine maintenance and minor repairs (e.g., resurfacing over one quarter of the overall trail length, trail replacement or significant redesign and reconstruction and other similar capital type projects), the Parties agree to negotiate in good faith to share the costs.

7. The County shall be responsible for obtaining all permits required in order to perform maintenance or improvements to the Coalton Trail Corridor, including any local building, excavation, stormwater quality, and right of way permits, and any applicable state or federal permits.

8. The City shall retain the right to enter all portions of the Coalton Trail Corridor in order to inspect, maintain, and manage the Property concurrently with the County and in a manner consistent with the County's management.



9. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either Party by the other Party, shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the representative to whom it is addressed or in lieu of such personal services, upon receipt in the United States mail, first-class postage prepaid, addressed to the following:

City of Boulder:                    Director  
    Open Space & Mountain Parks  
    2520 55<sup>th</sup> Street  
    Boulder, CO 80301

With a copy to:                    Office of the City Attorney  
    P.O Box 791  
    Boulder, CO 80306

Boulder County:                    Director  
    Boulder County Parks and Open Space  
    5201 St. Vrain Road  
    Longmont, CO 80503

With a copy to:                    Office of the Boulder County Attorney  
    P.O. Box 471  
    Boulder, CO 80306

Either Party may change its address for the purpose of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph.

10. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

11. Neither of the Parties may assign this Agreement, or parts hereof, or its duties hereunder without the express written consent of the other Party.

12. The term of this Agreement shall be effective from the date it is fully executed by the Parties until it is not terminated. This Agreement may be amended or modified only in writing signed by both Parties. Either Party may terminate this Agreement by providing 90 days' written notice to the other Party.

13. This Agreement constitutes the entire agreement between the Parties relating to the Coalton Trail Corridor. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect as to the Coalton Trail Corridor.

14. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, with venue in Boulder County for any litigation related to this Agreement.

15. Each Party agrees to be responsible for its own negligent actions or omissions and those of its officers, agents, and employees in the performance or failure to perform any actions on the Property under this Agreement. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

16. Nothing herein shall be construed as a waiver of the rights and privileges of the City or the County under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

17. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**CITY OF BOULDER,  
a Colorado home rule municipality**

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

**COUNTY OF BOULDER:**

---

Therese Glowacki, Director  
Boulder County Parks & Open Space

Approved as to form:

---

Boulder County Attorney's Office

DRAFT

## EXHIBIT A

### Depiction of the Coalton Trail

