

LYONS PLANNING AREA

COMPREHENSIVE DEVELOPMENT PLAN

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is entered into by the Town of Lyons, a Colorado statutory municipal corporation (“Lyons” or the Town”), and Boulder County, a body politic and corporate of the State of Colorado (the “County”) (individually a “Party” and collectively, the “Parties”) as of the date of the latest signature below.

RECITALS

- A. The Parties are authorized by SS 29-20-101 et seq., C.R.S., and encouraged by Colorado Constitution, article XIV, section 18(2), to enter into intergovernmental agreements to plan for and regulate land uses, in order to minimize the negative impacts on the surrounding areas and protect the environment, and to cooperate and contract with each other for the purposes of planning and regulating the development of land by means of a “comprehensive development plan;” and
- B. In December 2002, the parties entered into a Comprehensive Development Plan Intergovernmental Agreement (“Original IGA”) for a period of ten years which, among other things, defined the Lyons Planning Area as the area the Town may annex and develop. The Original IGA was amended in 2005 and again in 2011. The parties entered into a new Comprehensive Development Plan Intergovernmental Agreement (the “2012 IGA) in 2012, which replaced the Original IGA. That term of the 2012 IGA has been extended several times and ends in November 2024.
- C. The Parties agree that designating portions of Boulder County to remain in Boulder County’s jurisdiction and in a rural character as defined in this Agreement is in the economic and civic interests of their residents and meets the goals of Boulder County Comprehensive Plan and Lyons Comprehensive Plan, and
- D. **The Parties agree that it is in the best interest of the residents of both communities to enter into a new IGA in order to preserve Lyons’ unique and individual character through the orderly development within the newly defined Lyons Planning Area (“LPA”). The LPA contains a Primary Planning Area (“PPA”) / Potential Annexation Area (“PAA”) where annexation and development may occur in accordance with the provisions of**

this IGA. It also includes areas designated as Rural Preservation Area (RPA) where the Parties' intent is to preserve the rural quality of the land;

- E. The Parties have previously entered into the CEMEX Area Comprehensive Development Plan Intergovernmental Agreement ("CEMEX Area IGA"), a complementary IGA that addresses development and preservation issues for the portions of the Lyons Comprehensive Plan as adopted in 2023 ("LCP") area not contained within this IGA. For the purposes of this IGA, LPA refers to all portions of the overall Lyons Planning Area that are not separately addressed in the CEMEX Area IGA. This IGA and the CEMEX Area IGA together represent a shared vision of appropriate development for the areas covered by the IGAs for their respective durations; and
- F. The Parties have each held duly noticed public hearing for consideration of this Agreement and the comprehensive development plan terms it contains for the subject lands as defined in the Agreement and depicted on the map attached as Exhibit A; and
- G. The Parties are authorized to perform the functions described in this Agreement by 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.; and
- H. The Parties desire to enter into this Agreement to plan for land uses in a mutually binding and enforceable comprehensive development plan.

1. PURPOSE AND INTENT

- 1.1. Implementing Comprehensive Plans. This IGA is designed to implement the goals and policies set forth in the Parties' respective comprehensive plans.
 - 1.1.1. The LCP emphasizes that in order for Lyons to become economically sustainable, it must transition from a residential development-based economy to a commercial-based, localized economy. To this end, Lyons will strive to preserve and expand employment opportunities, reduce retail leakage, attract visitors, and encourage new commercial, light-industrial and mixed-use development in the PPA while concentrating any significant additional housing within its current Town limits or within mixed-use areas with commercial being the predominant land use in these areas.
 - 1.1.2. The LCP adopts as one of its guiding principles articulation the Town's interest in expanding the development potential in the area by proactively engaging with private and government stakeholders to make collaborative land use decisions.
 - 1.1.3. The LCP emphasizes proactively planning for the future and balancing the demands of environmental and economic sustainability with community character, historical preservation and property owners' rights.

1.1.4. The Boulder County Comprehensive Plan, as amended from time to time, (the “BCCP”) seeks to protect agricultural lands, channel growth to municipal planning areas and consider environmental and natural resources in land use decisions.

1.2 Recognizing Future Urban Development is Appropriate in the LPA. This IGA intends to direct future urban development within the PPA to: avoid sprawl, ensure the provision of adequate urban services, maximize the utility of funds invested in public facilities and services, distribute fairly and equitably the costs of government services among those persons who benefit therefrom, extend government services and facilities in an efficient logical fashion, simplify the governmental structure of the affected areas, and reduce and avoid, where possible, conflict between Parties.

1.3 Maintaining Community Buffer. This IGA is intended to keep the RPA and the land outside the LPA rural in character to rural in character to preserve a community buffer.

1.4 Protecting View Corridors and Allowing Only Compatible Development in the LPA. This IGA acknowledges the importance to both Parties of protecting sensitive natural area, maintaining view corridors, enforcing nuisance ordinances and ensuring that the new development is compatible with the character of both Lyons and adjoining County properties.

1.5 Fostering Intergovernmental Cooperation. This IGA encourages the Parties to collaborate to achieve common goals, including becoming more socially, economically and environmentally sustainable and supporting the public and private provision of cultural, educational, social and healthcare services in the LPA.

1.6 Encouraging Transparent and Timely Decisions. This IGA is intended to encourage transparent, open communication between the Parties and to ensure that decisions pertaining to this IGA are made in a timely and efficient manner.

2.0 LYONS COMPREHENSIVE DEVELOPMENT PLAN (IGA). (DEFINITIONS)

2.1 IGA Plan Defined. This IGA, including the Map attached hereto as Exhibit A, shall be known as the IGA Plan (as distinguished from the Lyons Comprehensive Plan, LCP). The IGA Plan shall govern and control the LPA.

2.2 Lyons Planning Area or LPA. The area shown on Exhibit A, which constitutes the Town,

the Potential Annexation Area-Primary Planning Area (the “PAA” and “PPA”, respectively) and Rural Preservation Area (“RPA”). The Map indicates **six** portions of the PAA-PPA that are designated as “No Development Areas.”

- 2.3. **The Town.** The area within the current municipal boundaries of the Town of Lyons, as depicted on Exhibit A.
- 2.4 **Lyons Planning Area or LPA.** The area shown on Exhibit A, which constitutes the Town, the PAA and the RPA.
- 2.5 **Potential Annexation Area or PAA.** The lands surrounding the Town, depicted on Exhibit A, within which the Town may annex parcels and within which the County agrees not to purchase lands for open space preservation, subject to the terms of this Agreement.
- 2.6 **Areas designated “No Development Area”** on Exhibit A have been determined to be inappropriate for development. Therefore, structures and/or development are prohibited in these areas.

DISCUSSION: Should there be any mandated uses, as currently in the draft (mid p 3).

- 2.7 **Rural Preservation Area or RPA.** The lands outside the PPA in unincorporated Boulder County, depicted on Exhibit A, where Lyons may not annex parcels and where the Town or the County may purchase lands for open space preservation, subject to the terms of this Agreement.

DISCUSSION: The DENSITIES seem to be a large area of controversy (mid p 3). OUT, IN, OR MODIFY

3.0 ANNEXATION AND DEVELOPMENT OF PROPERTY. (AGREEMENT)

3.1 Lyons Planning Area (LPA) Comprehensive Development Plan

This Agreement, including Exhibit A, is adopted to set forth the Lyons Planning Area (“LPA”) Comprehensive Development Plan as that term is used **S 29-20-105(2)(a)**, C.R.S. The LPA constitutes the Town, the PAA, and the RPA. The Agreement governs the Parties’ use of lands and procedures within the LPA. **The Town may annex into its corporate boundaries any and all property located within the PPS, including the No Development Areas, in accordance with state and local laws governing annexation. The town agrees that it will only annex parcels in their entirety, not portions of a parcel, into the Town, unless mutually agreed to by the Parties. By**

executing this IGA, the County finds and declares that a community of interest exists between the Town and all property located within the PPA. The County will cooperate with Town efforts to annex land in the PPA.

3.2 Potential Annexation Area (PAA).

3.2.1 The PAA Shown on Exhibit A is the County's regulatory jurisdiction but may be annexed to Lyons in the future. With its approval and adoption of this Agreement, the Board of County Commissioners for Boulder County determines that a community of interest exists between lands in the PAA and Lyons.

3.2.2 Lyons agrees that it may annex only lands within the PAA, as depicted on Exhibit A.

Lyons agrees that it will not annex lands outside the PAA.

3.2.3 The County agrees that it will not make any open space acquisitions inside the PAA, except for lands subject to existing or prior approval for such acquisitions from Lyons.

3.2.4 Areas designated "No Development Area" on Exhibit A have been determined in appropriate for development. Therefore, structures and/or development are prohibited in these area.

DISCUSSION: Some exceptions were made in the Draft p.3

3.2.5. When parcels are annexed which contain NO Development Areas, the Town, prior to final plat recordation or other final approval for any development on those parcels, must ensure that the property owners grant to the County and to the Town a Conservation Easement pursuant to Article 30.5 of Title 38 of the Colorado Revised Statutes, in a form acceptable to both the County and the Town, which prohibits structures and development in the No Development Area of the properties as provided above.

3.2.6 Lyons agrees that the PAA cannot expand within Boulder County.

3.2.7 Any property currently inside the Town that becomes disconnected will be treated as PAA.

3.3 Rural Preservation Area (RPA).

3.3.1 The RPA will remain in the County's regulatory jurisdiction for the term of this Agreement.

3.3.2 Within its approval and adoption of this Agreement, Lyons determines that there is no

community of interest between the RPA and Lyons during the term of this Agreement, and Lyons will not annex lands in the RPA.

3.3.3 Lyons affirms that it is not currently pursuing annexations with the RPA.

3.4 Land outside the Lyons Planning Area (LPA)

3.4.1 Excepting the area covered by the CEMEX Area IGA, which is addressed in a separate IGA, the Parties agree that lands outside the LPA will remain in the County's regulatory jurisdiction. Lands outside the LPA may be acquired by either Party for open space preservation.

3.5 Developing Areas with Constraints.

3.5.1 When evaluating development applications within their respective areas of responsibility, both Parties will consider the impact of proposed development on the floodway, natural areas, wildlife habitat, steep slopes, and historically-and archaeologically-significant areas, and will require impacts to be reasonably mitigated.

3.6 Promote Quality Design and Development.

3.6.1 The Town will promote quality architecture and landscaping that is done in an environmentally sensitive manner.

3.7 Special Provisions.

3.7.1 Discuss draft 5(a)

3.7.2 The County will refer in writing any discretionary development applications within one mile of Town limits, and any amendment to the Boulder County Comprehensive Plan affecting such parcels, to the Town. Said referrals will be sent according to the timing set forth in the Boulder County Land Use Code.

3.7.3 The Town shall refer in writing to the County any application for annexation and any proposed amendments to the Lyons Comprehensive Plan.

3.7.4 THE BIG DISCUSSION draft section 5. (d)

Special conditions for annexation of each property

Begins bottom of page 4- bottom page 6.

3.8 Regional Housing Partnership

3.8.1. The parties recognize that addressing housing affordability is a regional concern and agree to continue to participate in the Regional Housing Partnership and work collaboratively along with other jurisdictions to address this issue.

3.9 Implementation Procedures

3.9.1 The Parties agree to take all necessary steps to adopt procedures, plans, policies, and ordinances or conduct other proceedings necessary to implement and enforce this Agreement. In doing so, each Party will give the other sufficient advanced notice to enable the other Party to comment on the planned action if so desired.

4.0 Partnerships.

4.1 The Parties recognize and acknowledge the need for intergovernmental cooperation on important local and regional land use matters and to achieve common goals. In accordance with the LCP, the Town and the County agree to cooperate in good faith to:

4.1.1 Identify and implement programs that assist the Town in meeting its affordable housing goals within the Lyons Planning Area.

4.1.2 Collaborate on identifying potential grants that support housing, transportation, stream quality, stormwater management, infrastructure, electrification, hazard mitigation, trails, and recreation.

4.1.3 Work with the Regional Transportation District, Denver Regional Council of Governments, and Colorado Department of Transportation to improve Lyons multimodal transportation systems, transportation safety, electric opportunities, and reduction of emissions (Z-Trips / RTD / Lyons Flyer).

4.1.4 Collaborate on trails connecting the Town to Boulder County Open Space and other areas in the County.

4.1.5 Share geographic information system data, maps and expertise;

4.1.6 Continue to collaborate on recycling and compost facilities.

4.1.7 Enforce nuisance ordinances to improve the appearance of properties in the LPA.

Continue adding the remainder of page 7 – 9 of the DRAFT document to finish.