

**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 §§ 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 (the “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. The term of the 2012 IGA has been extended several times and ends in November 2024. The IGA was further extended per agreement of both parties until June 30, 2025.
- 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 the Boulder County Comprehensive Plan and the Lyons Comprehensive Plan; and
- D. Lyons adopted the Lyons Thrive Comprehensive Plan in December 2023, stating: “Lyons is recognized and valued for its historic small-town character, scenic views, sensitive natural areas, and easy access to parks, open space, and trails. Protecting these assets, which make Lyons special, while also managing future growth, promoting economic vitality, and creating an inclusive community requires careful consideration of where and how development occurs. Lyons will grow intentionally to promote the efficient use of available land and infrastructure, enhance the quality of life and economic opportunity for current and future residents, and ensure future development respects the small-town character that the community values.”

“Ensuring that the scale and intensity of future development ‘fits’ Lyons’ small-town character is a priority for the community. The Town has a number of policies and regulatory tools in place to help guide the siting and intensity of future development,

including the Future Land Use Plan, IGAs with Boulder County, the blue line, limitations on growth within the floodplain, and the zoning code.”

- A. Consistent with municipal annexation, utility service, and land use laws of the State of Colorado, as well as with the Comprehensive Plans of both Parties, this Agreement is intended to
- (i) encourage the natural and well-ordered development of Lyons and the County;
 - (ii) promote planned and orderly growth in the affected areas and avoid urban sprawl by encouraging clustered development where appropriate and consistent with existing development; and
 - (iii) promote the importance to both Parties of protecting sensitive natural areas, maintaining view corridors, enforcing nuisance ordinances and ensuring that new development is compatible with the character of both Lyons and the adjoining County properties;
 - (iv) promote the economic viability of the Parties, including building a thriving, year-round economy in Lyons through encouraging development of new commercial, light industrial, mixed-use, workforce housing, and senior housing;
 - (v) emphasizes proactive planning for the future needs of the community while balancing the demands of environmental and economic sustainability with the community character, wildlife and ecological preservation, historic preservation and property owners’ rights
- 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 hearings 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.

DEFINITIONS

The Town. The area within the current municipal boundaries of the Town of Lyons, as depicted on Exhibit A.

Passive Recreation. Generally refers to non-motorized recreational activities with minimal impact on the natural environment. These activities are often focused on appreciating and understanding open space, with minimal need for developed facilities.

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.

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

AGREEMENT

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 in § 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.

2. Potential Annexation Area (PAA).

- (a) The PAA shown on Exhibit A is in 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.
- (b) 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.
- (c) 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.
- (d) 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, except for utility facilities, emergency access, passive recreation, and structures associated with those uses.

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.

- (e) When evaluating annexation and development applications, within their respective responsibilities, both Parties will consider the impact of proposed development on floodways, stormwater runoff, natural areas, wildlife habitat, steep slopes, and historically and archaeologically significant areas and will require the impact to be reasonably mitigated before approval.
- (f) New residential annexation and development or neighborhoods should be designed and sighted to protect significant natural areas, wildlife habitat and avoid locations or significant risk of natural hazards such as wildfire and stormwater run-off.
- (g) Lyons agrees that the PAA cannot expand within Boulder County.
- (h) Any property currently inside the Town that becomes disconnected will be treated as PAA.

3. Rural Preservation Area (RPA).

- (a) The RPA will remain in the County's regulatory jurisdiction for the term of this Agreement. RPA represents areas that are expected to remain rural for the duration of this Agreement, unless otherwise agreed by the Parties.
- (b) With 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.
- (c) Lyons affirms that it is not currently pursuing annexations within the RPA.

4. Lands outside the Lyons Planning Area (LPA).

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.

5. Special Provisions.

- (a) Lyons agrees that it will only annex lands in the PAA over which the County owns a conservation easement after the County releases the conservation easement or if the easement terminates upon annexation by its terms. The Parties intend this Agreement be the sole jointly adopted comprehensive development plan related to County conservation easement lands in the PAA.
- (b) The County will refer in writing to the Town any discretionary development applications within the LPA, any amendment to the Boulder County Comprehensive Plan affecting such parcels, or prior to any acquisition of property within the RPA for open space purposes, including conservation easements and transfer of density right sending sites. The Town of Lyons shall have 30 days to provide comment on said referrals.
- (c) The Town shall refer in writing to the County any application for annexation and any proposed amendments to the Lyons Comprehensive Plan.

6. Housing

Both parties recognize that addressing housing affordability is a regional concern. As such, both parties agree to identify and implement programs that assist the Town in meeting its affordable housing goals within the Lyons Planning Area.

- (a) The Parties agree to continue participating in the Boulder County Regional Housing Partnership and work collaboratively with other jurisdictions to address this issue. On December 18, 2017, the Town passed Resolution 2017-152, which adopted the Regional Housing Partnership's priorities and strategies for expanding the community's access to diverse housing.
- (b) The Town has opted into the State's Proposition 123. On February 3, 2025, the Town passed Resolution 2025-09, which adopted the following Proposition 123 qualifying strategies to encourage and support housing affordability:
 - i. Use of vacant publicly owned property for affordable housing development
 - ii. Subsidize/reduce local government fees
 - iii. Expedited development review for affordable housing up to 120% AMI
 - iv. ADU as a use by right in single-family zoning districts
 - v. Allow planned unit developments (PUDs) with integrated, affordable housing units
 - vi. Allow small square footage residential unit sizes
 - vii. Other novel, innovative, creative approaches, including property tax credits or rebates for ADUs rented to 80% or less AMI tenants, as approved in the 2025 Town of Lyons budget.

7. Implementation Procedures

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

Where the County seeks to amend zoning within the LPA, after referral as provided herein, the Lyons Planning and Community Development Commission and Board of Trustees shall direct staff to respond in writing to such change with suggested conditions or approval.

8. Partnerships

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:

- (a) Collaborate on identifying potential grants that support housing, transportation, stream quality, stormwater management, infrastructure, electrification, hazard mitigation, trails, and recreation.
- (b) 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 emissions reduction (Z-Trips / RTD / Lyons Flyer).
- (c) Collaborate on trails connecting the Town to Boulder County Open Space and other areas in the County.
- (d) Share geographic information system data, maps, and expertise;
- (e) Continue to collaborate on recycling and compost facilities
- (f) Enforce nuisance ordinances to improve the appearance of properties in the LPA.
- (g) Collaborate on Boulder County's Weed Management Plan, including:
 - a. The County shall provide notice to the Town prior to any changes to the Updated Weed Management Plan to allow the Town of Lyons the opportunity to provide feedback. The County shall not use herbicides within 100 ft of residential properties within the LPA. The County shall provide written notice to property owners within the LPA 10 days in advance of any spraying of herbicides.
- (h) Collaborate on potential economic development activities, including technical assistance.
- (i) Collaborate on wildfire mitigation efforts, including partnering on mitigation activities where feasible, identifying potential grants that support mitigation efforts, and collaboration on planning activities.

9. Amendments

This Agreement contains the entire agreement between the Parties and, with the exception of the CEMEX Area IGA, supersedes and replaces any other or prior agreements concerning the same subject matter, including the 2012 IGA. Any annexation, property acquisition, or land use or development that does not comply with this Agreement is prohibited without an amendment to the Agreement agreed to by the Parties.

Amendment of the Agreement requires approval by resolution or ordinance approved and adopted by the governing body of both Parties after notice and hearing as required by law. No action inconsistent with this Agreement may be taken by any Party before this Agreement is amended as required in this Section 9.

10. Non-severability

If any portion of this Agreement is held by a court in a final, non-appealable decision to be per se invalid or unenforceable as to any Party, the entire Agreement shall be terminated, the Parties understanding and intending that every portion of the Agreement is essential to and not severable from the remainder.

11. Beneficiaries

The Parties, in their corporate and representative governmental capacities are the beneficiaries of this Agreement.

12. Enforcement

Any one or more of the Parties may enforce this Agreement by any legal or equitable means, including specific performance, declaratory and injunctive relief. No other person or entity will have the right to enforce the provisions of this Agreement.

13. Indemnification

Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this IGA. By agreeing to this provision, neither Party waives or intends to waive, as to any person not a party to the IGA, the limitations on liability that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

14. Governing Law and Venue

This Agreement will be governed by Colorado law, and venue for any dispute involving the Agreement will be exclusively in Boulder County.

15. Term and Effective Date

This Agreement will become effective when signed by authorized representatives of the governing bodies of each of the Parties. Unless otherwise stated in this Agreement, the Agreement shall remain in effect for a period of 20 years from the effective date unless

terminated earlier by written agreement of the Parties pursuant to terms of this Agreement or extended as provided below.

At 10 years after the current effective date, the effective date of the Agreement will automatically update to that date 10 years after the previous effective date. In order to avoid automatic extension, a Party must hold a duly noticed public hearing at least 90 days before the date 10 years after the current effective date and make such determination. The current effective date will then remain in place. Notices of the hearing and subsequent Party action must be provided to the other Party.

16. Party Representatives

Referrals and notices required by this Agreement will be made to the following:

For Boulder County:

Director, Community Planning & Permitting Department
PO Box 471
Boulder, CO 80306

For Lyons:

Town of Lyons
Town Administrator
P.O. Box 49
432 Fifth Avenue
Lyons, Colorado 80540

Changes of name or address for Party representatives will be made in writing and mailed as stated in Section 16.

THIS AGREEMENT is made and entered into as of the latest date set forth below.

TOWN OF LYONS

By: _____
Mayor

Attest:

Approved as to form:

Town Clerk

Town Attorney

BOULDER COUNTY
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

Attest:

Approved as to form:

Clerk to the Board

County Attorney

DRAFT