



Land Use

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303.441.3930 • Fax: 303.441.4856
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.org

Boulder County Board of County Commissioners

Tuesday, April 12, 2011 — 9:30 AM

Hearing Room, Third Floor, Boulder County
Courthouse

PUBLIC HEARING

STAFF PLANNER: Dale Case, AICP, Director

STAFF RECOMMENDATION RE: Proposed Second Amendment to Lyons Planning Area Comprehensive Development Plan Intergovernmental Agreement

SUMMARY: The Town of Lyons has requested that the Board of County Commissioners agree to amend the Lyons Planning Area Comprehensive Development Plan Intergovernmental Agreement (“IGA”) to add three properties (four total parcels) to the Lyons Planning Area (“LPA”), thereby making those parcels eligible for future annexation and development within the Town limits. The attached, proposed Second Amendment to the IGA would accomplish this purpose, as well as lay the groundwork for immediate discussions between the parties regarding a substantial extension of the IGA, with appropriate amendments, to which the parties aim to agree by the end of this June. Staff recommends approval of the proposed Second IGA Amendment.

DISCUSSION: Colorado Revised Statutes Sections 29-20-101 *et seq.* authorize the Town and County to enter into intergovernmental agreements (so-called “comprehensive development plans”) to plan for and regulate land uses in order to minimize the negative impacts on surrounding areas and protect the environment. The Town and County first entered into a comprehensive development plan (the IGA) for this purpose on December 30, 2002. The principal purpose of the IGA was to define a logical Town planning area (the LPA, as shown on Exhibit A to the IGA), within which urbanization under the Town’s jurisdiction was considered appropriate, thereby preserving unincorporated areas outside of the LPA for rural uses consistent with the County’s Comprehensive Plan and Land Use Code. Under the IGA the County agreed not to purchase open space within the LPA, and the Town agreed not to annex lands outside of the LPA, without mutual consent. Expansion of the LPA can occur under the IGA, subject to agreement of the parties and as further delineated in the IGA. The parties have amended the IGA once since its adoption, to add a portion of the Stone Mountain Lodge property to the LPA, effective February 7, 2005.

By letter dated October 14, 2009, the Town Mayor requested that three additional properties, which contain existing development and front on the Town's eastern corridor along U.S. Highway 66 (Ute Highway), be included within the LPA. These properties are shown on the map attached as Exhibit A to the proposed Second Amendment, and are as follows:

1. The Longmont Water Treatment Plant property, at 4651 Ute Highway, which is a seven-acre parcel on the north side of the highway where the City of Longmont's now-decommissioned water treatment plant is located: this parcel is adjacent to the LPA and contains the same existing use as the City of Longmont's parcel to the south of the highway which is already in the LPA;
2. The "Gwynne's Greenhouse" property, which consists of two parcels located at the intersection of the highway and U.S. 36, at 4497 Ute Highway and 4602 Highland Drive: this parcel was commercially developed at the time the IGA was signed, and is adjacent to the Longmont Water Treatment Plant property as well as to other properties already within the LPA; and
3. The majority of the 18-acre parcel owned by David and Kris Hawkins, which is located at 113 Stone Canyon Road, and apparently was omitted from the LPA due to a mapping problem that divided the property and included only a small portion of the Hawkins property west of Nolan Road within the LPA, thus making it impossible to annex the whole of the Hawkins Property as LPA-designated land: this parcel is developed with a single-family residence.

In making its request to include these properties within the LPA, the Town notes, and staff agrees, that the properties should or could have been included within the original LPA; they are all bordered by or are adjacent to existing LPA lands; and they are all existing developed parcels to which the Town can efficiently extend services. They thus are appropriate for future urban development, as opposed to rural preservation in County jurisdiction outside of the LPA. With regard to the Hawkins property, the Town staff has agreed to designate a "no build" area on part of the property east of Nolan Drive proposed to be included within the LPA, in order to protect the Indian Mountain Natural Landmark area, with its associated buffer. This no-build area will survive annexation under the IGA, and will be enforced through a conservation easement to be granted to the County and the Town upon approval of any final development plan for the parcel.

Because the IGA is due to expire on December 30, 2012, and in consideration of a County agreement to include the subject three properties within the LPA, the Town staff has agreed to engage in substantial discussions with the County regarding renewal of the IGA, subject to appropriate amendments. The proposed Second Amendment lists (though does not limit) the pertinent issues the parties believe should be covered in these discussions, including: (1) addressing the County's concerns with the possible future expansion of the Town, as mapped on the Town's 2010 adopted Comprehensive Plan, beyond the current eastern limits of the LPA as designated in the Second Amendment; (2) establishing a mutually acceptable level of development for any new properties to be included within the LPA, with a view toward ensuring that new development is not over-intensive, and is of an appropriate nature and scale to harmonize with surrounding rural, unincorporated County lands; (3) considering the Town's waiver of its right under the third paragraph of Section 14 of the SuperIGA, to give written notice (at any time until 90 days prior to the tenth anniversary of the effective date of the SuperIGA) to withdraw as a Party from the SuperIGA effective on that anniversary date; (4) exploring the formation of a St. Vrain River Corridor Task Force; (5) committing to

conduct a trail and highway assessment within an area of mutual interest to be determined; and (6) discussing potential use of County property as a site for relocation of the Town's wastewater treatment plant. The Second Amendment commits the parties to make all reasonable efforts to use these discussions as a basis for adopting an extended or renewed IGA by the end of June of this year.

RECOMMENDATION: Staff believes that the proposed Second Amendment is consistent with, and furthers the purposes of, the original IGA. Staff recommends that the Board of County Commissioners approve the proposed Second Amendment, with its Exhibits A and B, in the form attached to this recommendation, subject to the Town's approval of the Second Amendment in the same form. Any changes to the proposal which the Town makes at its public hearing, will need to be approved by the Board before any final Second Amendment is effective.

ATTACHMENTS:

- Proposed Second Amendment to IGA
- BOCC Public Hearing Notice
- Various Correspondence between Town and County Staff on Proposed Second Amendment
- Original IGA (12/30/2002)
- First Amendment to IGA (2/7/2005)
- Town's 2010 Comprehensive Plan "Planning Area Map"

*PROPOSED AGREEMENT FOR BOULDER COUNTY BOARD OF COUNTY
COMMISSIONERS' PUBLIC HEARING – TUESDAY, APRIL 12, 2011, 9:30 A.M.*

**SECOND AMENDMENT TO LYONS PLANNING AREA
COMPREHENSIVE DEVELOPMENT PLAN
INTERGOVERNMENTAL AGREEMENT**

THIS SECOND AMENDMENT TO LYONS PLANNING AREA COMPREHENSIVE DEVELOPMENT PLAN INTERGOVERNMENTAL AGREEMENT (the "Second Amendment") by and between the Town of Lyons, a Colorado statutory municipal corporation ("Town," "Lyons," or "Town of Lyons"), and the County of Boulder, a body politic and corporate of the State of Colorado ("County" or "Boulder County"), is made to be effective on the Effective Date as defined on the signature page of this Second Amendment. The Town and the County are collectively referred to in this Second Amendment as the "Parties."

WITNESSETH

WHEREAS, § 29-20-101 *et seq.*, C.R.S. as amended, authorizes the Parties 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 specifically authorizes local (i.e., town and county) governments 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

WHEREAS, in order to ensure that the unique and individual character of Lyons and of the rural area within Boulder County outside the Lyons Planning Area (the "LPA") are preserved, the Parties entered into the Lyons Planning Area Comprehensive Development Plan Intergovernmental Agreement (the "Original Agreement") effective December 30, 2002, adopting a comprehensive development plan which, *inter alia*, recognizes that delineating the area of potential urbanization within the LPA which would not be interrupted by Boulder County open space, accompanied by a commitment by Lyons for the preservation of the rural character of lands surrounding the LPA within Boulder County, is in the best interest of the citizens of each of the Parties; and

WHEREAS, effective February 7, 2005, the Parties entered into a First Amendment to the Original Agreement (the "First Amendment"), to include a designated portion of the Stone Mountain Lodge property (that portion below the 5,600-foot elevation line) into the LPA; and

WHEREAS, by letter dated October 14, 2009, addressed to the Boulder County Planning Commission and copied to the County's Board of County Commissioners, the Mayor of the Town of Lyons has requested that three additional properties, which contain existing development and front on the Town of Lyons' eastern corridor along Ute Highway (also known as U.S. Highway 66 (the "Highway")), be included within the LPA under the Original Agreement (the "Proposed LPA Inclusion Properties" or "Properties"); and

WHEREAS, the first Proposed LPA Inclusion Property is 4651 Ute Highway (the "Longmont Water Treatment Plant Property"), a seven-acre parcel on the north side of the Highway which, along with the 3-acre parcel to the south of the Highway (at 4652 Ute Highway), constitutes the site of the City of Longmont's now-decommissioned water treatment plant; and

WHEREAS, the Longmont Water Treatment Plant Parcel is adjacent to the LPA and contains the same existing use as the City of Longmont's parcel to the south of the Highway, which is already in the LPA; and

WHEREAS, the City of Longmont has requested an amendment to the Original Agreement to include the Longmont Water Treatment Plant Parcel within the LPA, pursuant to a letter addressed to the Boulder County Land Use Department dated December 23, 2009; and

WHEREAS, the second Proposed LPA Inclusion Property (consisting of two parcels) is located at the intersection of the Highway and U.S. 36, at 4497 Ute Highway and 4602 Highland Drive, and contains the existing commercial development known as Gwynne's Greenhouse (the "Gwynne's Greenhouse Property"); and

WHEREAS, the Gwynne's Greenhouse Property is situated at the "gateway entrance" to the Town of Lyons, contains existing commercial development which was present at the time the Original Agreement was signed, and is adjacent to the Longmont Water Treatment Plant Parcel as well as to other properties already within the LPA; and

WHEREAS, the owners of the Gwynne's Greenhouse Property have requested an amendment to the Original Agreement to include this Property within the LPA, pursuant to an e-mail addressed to the Boulder County Planning Commission and the Town of Lyons dated November 3, 2010; and

WHEREAS, the third Proposed LPA Inclusion Property is the majority of the 18-acre parcel owned by David and Kris Hawkins, which contains an existing residence and is located at 113 Stone Canyon Road (the "Hawkins Property"); and;

WHEREAS, the Original Agreement included a small portion of the Hawkins Property, which is located west of Nolan Road, in the LPA, but the larger portion of the Hawkins Property to the east of Nolan Road was left out of the LPA, hence splitting the Hawkins Property and making it impossible to annex the whole of the Hawkins Property as LPA-designated land; and

WHEREAS, David and Kris Hawkins have requested an amendment to the Original Agreement to include the entirety of the Hawkins Property within the LPA, pursuant to a letter addressed to the Boulder County Planning Commission and the Town of Lyons dated October 20, 2009; and

WHEREAS, in making the request for an Original Agreement amendment for the Proposed LPA Inclusion Properties, the Town of Lyons has emphasized that the Properties should have been included within the LPA under the Original Agreement; they are all bordered by or adjacent to existing LPA lands; they are key Highway frontage properties in the context of Lyons' planning efforts for orderly commercial development along the eastern corridor, and are in relatively close proximity to the Town; they were existing developed properties at the time of the Original Agreement, for municipal service uses (the Longmont Water Treatment Plant Property), for commercial use (the Gwynne's Greenhouse Property), and for residential use on a parcel only part of which was originally included in the LPA (the Hawkins Property); and, finally, the Town can efficiently extend services to the Proposed LPA Inclusion Properties and believes that extension of services will contribute to protection of the St. Vrain watershed area; and

WHEREAS, amending the Original Agreement to accommodate the Proposed LPA Inclusion Properties is consistent with the Town of Lyons' planning efforts for appropriate, context-sensitive, commercial development along the eastern corridor, as set forth in Lyons' adopted Comprehensive Plan; and

WHEREAS, the Parties have determined that amending the Original Agreement to accommodate the Proposed LPA Inclusion Properties complies with the discretionary LPA expansion criteria set forth in Section 2.3 of the Original Agreement, in particular Section 2.3.2, which authorizes expansions due to changes in the rural character of the land and where property outside the LPA would be better served by the urban structure and urban services of the Town; and

WHEREAS, in making the foregoing finding, the Parties note that the Longmont Water Treatment Plant Property and Gwynne's Greenhouse Property were not occupied by rural uses at the time of the Original Agreement, and that the Original Agreement mapped the Hawkins Property partly within the LPA, and therefore the Parties conclude that the intent of Section 2.3.2, which was to assure that rural lands at the time of the Original Agreement remain rural (unless otherwise subject to LPA inclusion under the Agreement), is met here; and

WHEREAS, the Parties also have the inherent authority under the Original Agreement to add parcels to the LPA which reasonably should or could have been mapped under that designation in the Original Agreement; and

WHEREAS, once in the LPA, the Proposed LPA Inclusion Properties, except as expressly provided herein, will be subject to all applicable provisions of the Original Agreement, including but not limited to the provisions related to Annexation and Development, and the General Advisory Planning Policies for the LPA, thus ensuring that any future development within the Town of Lyons is consistent with the Original Agreement; and

WHEREAS, the Parties here wish not only to approve the request for the Proposed LPA Inclusion Properties on the basis articulated above, but to lay the groundwork for substantial and cooperative, forthcoming discussions concerning extending or renewing

the Original Agreement beyond its current expiration date of December 30, 2012, and consideration of the Town of Lyons' long-term commitment to the Boulder County Countywide Coordinated Comprehensive Development Plan Intergovernmental Agreement (commonly referred to as the "Super IGA"), as further set forth in this Second Amendment; and

WHEREAS, the Parties believe that the County's agreement to accept the Proposed LPA Inclusion Properties, coupled with the Town of Lyons' agreement to establish the basis for substantial and cooperative, forthcoming discussions regarding extending or renewing the Original Agreement, with appropriate amendments, allow the Parties to respond to changing circumstances and needs, while still preserving the essential integrity of the LPA, and of the area outside of the LPA which is to remain rural under the County's jurisdiction; and

WHEREAS, the Town of Lyons Board of Trustees held a duly noticed public hearing on _____, 2011, to consider this Second Amendment to the Original Agreement, and, based on that hearing and for the reasons articulated above, has approved the Second Amendment as set forth herein; and

WHEREAS, the County's Board of County Commissioners held a duly noticed public hearing on April 12, 2011, to consider this Second Amendment to the Original Agreement, and, based on that hearing and for the reasons articulated above, has also approved the Second Amendment as set forth herein.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made, the Parties agree as follows:

1.0 PROPOSED LPA INCLUSION PROPERTIES

The Longmont Water Treatment Plant Property (4651 Ute Highway), the Gwynne's Greenhouse Property (4497 Ute Highway and 4602 Highland Drive), and the portion of the Hawkins Property (113 Stone Canyon Road) east of Nolan Road (which is not now in the LPA), shall all be included within the LPA under the Original Agreement and this Second Amendment. The Proposed LPA Inclusion Properties are depicted on the map which is attached to and incorporated into this Second Amendment as Exhibit A. No other inclusions of property within the LPA, nor any changes in the overall boundary of the Original Agreement, are made by this Second Amendment.

2.0 LIMITS ON DEVELOPMENT ON HAWKINS PROPERTY

Due to the Hawkins Property containing a portion of the Indian Mountain Natural Landmark Area as designated for preservation on the Boulder County Comprehensive Plan, including the landmark's surrounding 250-foot buffer area, any future structures or development on the Hawkins property east of Nolan Road shall occur only outside the contiguous area labeled "Hatched No Development Zone" as depicted on the map which is attached to and incorporated into this Second Amendment as Exhibit B. This no-development limitation shall affect this portion of the Hawkins Property whether in the LPA or annexed to the Town under the Original Agreement. Prior to final plat

recordation or other final approval for any development on the Hawkins Property, the owner of the Property shall grant to the County and to the Town of Lyons 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 any structures or development on this preserved area of the Hawkins property.

3.0 AMENDED MAPS.

The map for the Original Agreement is amended by the maps attached to and incorporated into this Second Amendment as Exhibits A and B.

4.0 DISCUSSION OF EXTENSION OF TERM OF ORIGINAL AGREEMENT AND RELATED ISSUES.

The Parties acknowledge that the County has requested that the Town agree to a 15-year extension of the term of the Original Agreement (from December 30, 2012 to December 31, 2027) as part of this Second Amendment, but that the Town has expressed reluctance to make this commitment at this time, due to it having a new Board of Trustees, a new Town Administrator, and a newly adopted comprehensive plan. Therefore, the County accepts the Town's offer and commitment to engage in substantial and cooperative discussions with the County, beginning during the first quarter of the 2011 calendar year, regarding the extension or renewal of the Original Agreement, including appropriate amendments to update the Original Agreement.

Such discussions, without limitation, will focus on the following topics: (1) addressing the County's concerns with the possible future expansion of the Town, as mapped on the Town's 2010 adopted Comprehensive Plan, beyond the current eastern limits of the LPA as designated in this Second Amendment; (2) establishing a mutually acceptable level of development for any new properties to be included within the LPA, with a view toward ensuring that new development is not over-intensive, and is of an appropriate nature and scale to harmonize with surrounding rural, unincorporated County lands; (3) considering the Town's waiver of its right under the third paragraph of Section 14 of the SuperIGA, to give written notice (at any time until 90 days prior to the tenth anniversary of the effective date of the SuperIGA) to withdraw as a Party from the SuperIGA effective on that anniversary date; (4) exploring the formation of a St. Vrain River Corridor Task Force; (5) committing to conduct a trail and highway assessment within an area of mutual interest to be determined; and (6) discussing potential use of County property as a site for relocation of the Town's waste water treatment plant. The Parties further agree that they shall make all reasonable efforts to use these discussions as a basis for adopting an extended or renewed Original IGA by the end of the second quarter of calendar year 2011.

5.0 ORIGINAL AGREEMENT AS AMENDED.

The Original Agreement shall continue in full force and effect in accordance with its terms, except as is expressly amended by the terms of the First Amendment and this Second Amendment.

7.0 COUNTERPART.

This Second Amendment may be executed in any number of counterparts, which together shall constitute the agreement of the Parties.

THIS SECOND AMENDMENT TO THE ORIGINAL AGREEMENT is made and entered into to be effective on the later of the dates of approval by the Town of Lyons or Boulder County (the "Effective Date").

TOWN OF LYONS:

BOARD OF TRUSTEES

By: _____
Mayor or Mayor Pro Tem

Date: _____, 2011

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

COUNTY OF BOULDER:

BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

Date: _____, 2011

ATTEST:

APPROVED AS TO FORM:

Clerk to Board

County Attorney

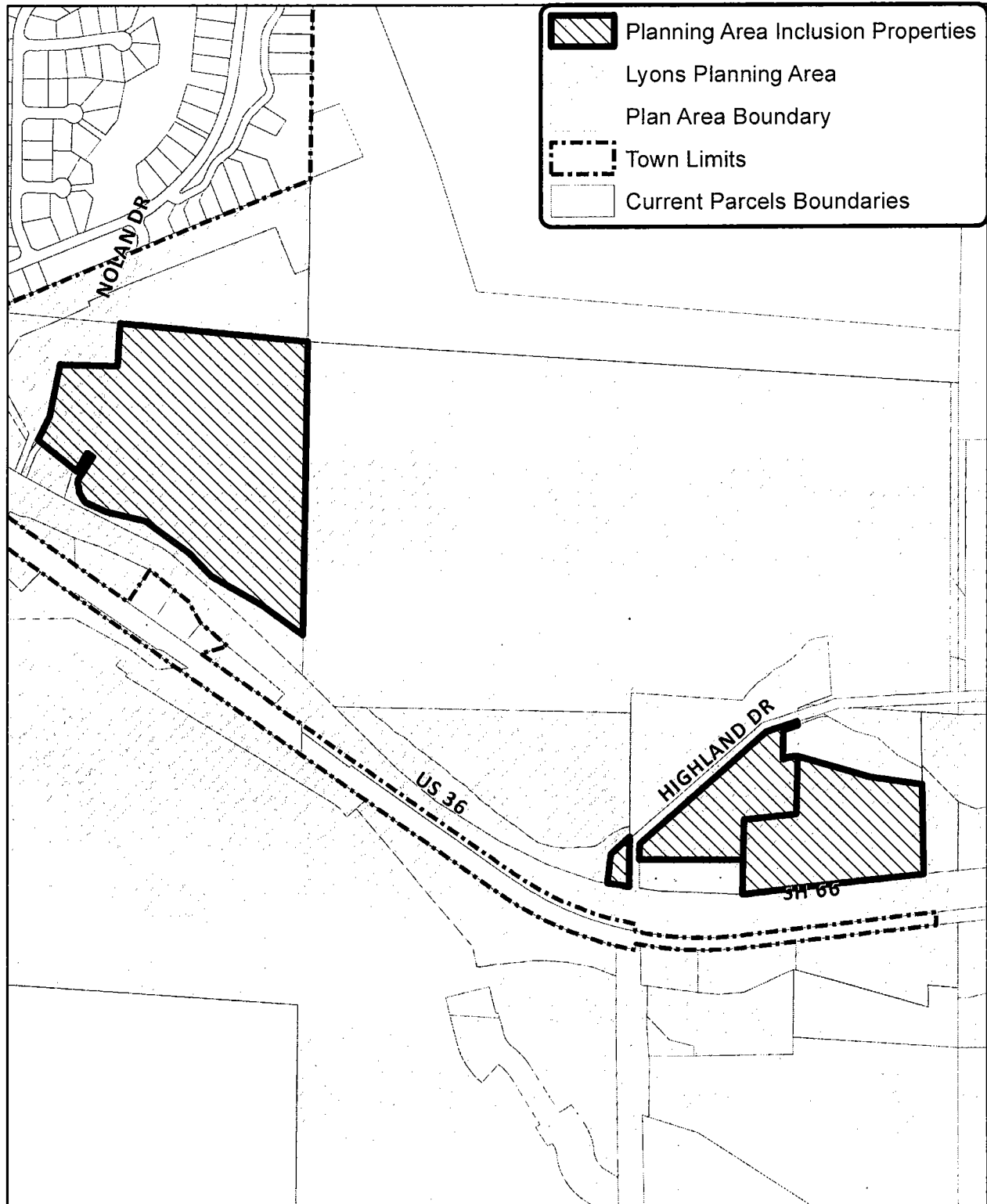


Exhibit A

Areas Added to Lyons Planning Area

4/5/2011
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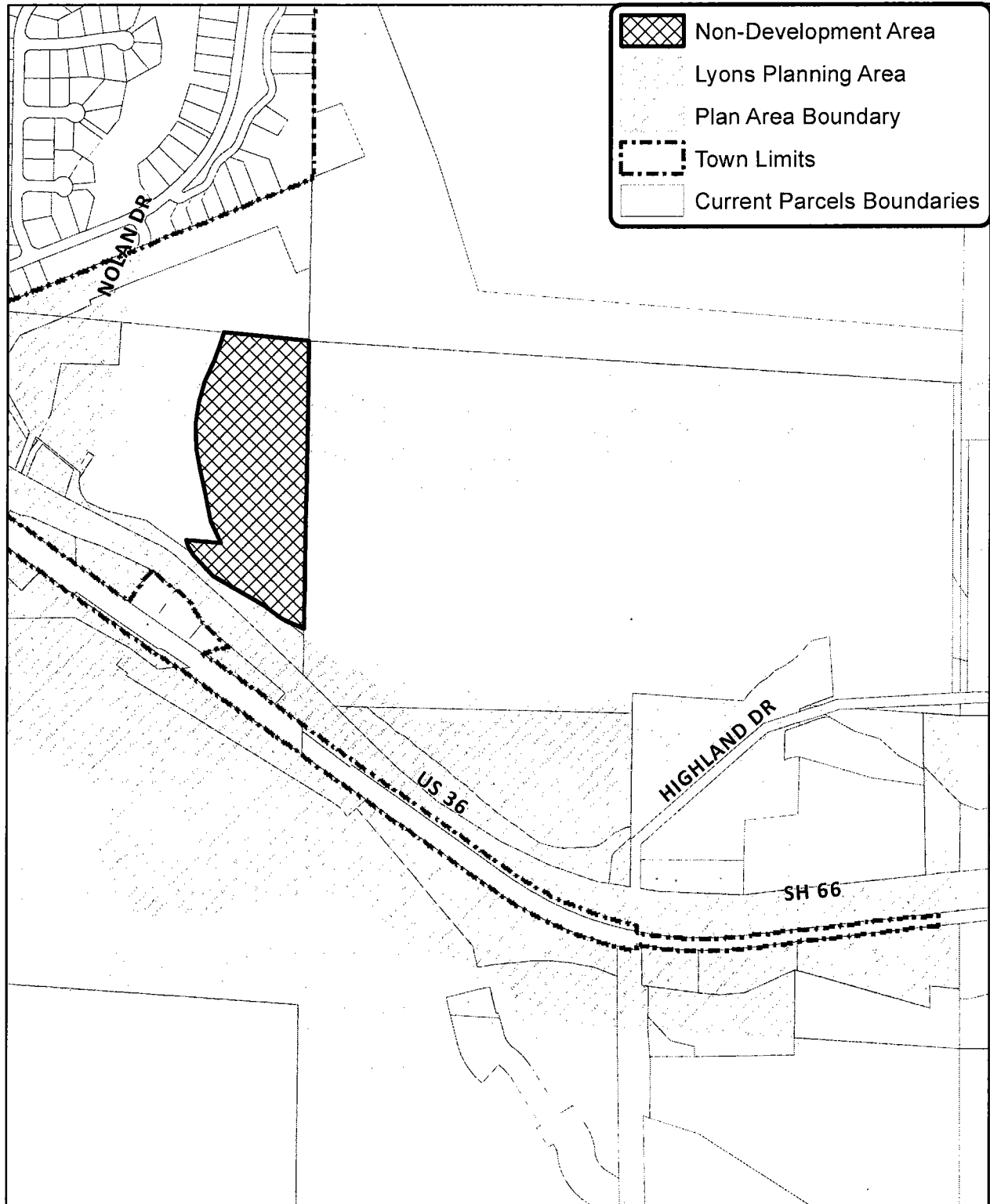


Exhibit B

Non-Development Area

4/5/2011
V:\prj\2011\GIS-11-0021



Land Use

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Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.org

NOTICE OF PUBLIC HEARING **COUNTY OF BOULDER, COLORADO** **BOARD OF COUNTY COMMISSIONERS**

DATE: April 12, 2011
TIME: 9:30 a.m.
PLACE: Commissioners Hearing Room, Third Floor, Middle Building,
Courthouse Square, 1325 Pearl St., Boulder, Colorado

Notice is hereby given that a Public Hearing will be held by the Board of County Commissioners, County of Boulder, at the time and place specified above. All persons in any manner interested in the following item are requested to attend such hearing and aid the Commissioners in their consideration of this matter.

SECOND AMENDMENT TO LYONS AREA COMPREHENSIVE DEVELOPMENT PLAN IGA

Public Hearing to discuss the proposed amendment to the intergovernmental agreement with the Town of Lyons which, pursuant to Section 29-20-105, C.R.S., as amended, adopts an enforceable comprehensive development plan for properties in the unincorporated area surrounding the Town of Lyons, all located in the north half of S20 T3N, R70W. **For properties within the unincorporated area of the County but designated by the IGA as amended to be part of the LPA for purposes of the IGA as amended, the current County zone district designation and land use regulations, and conservation easements if any, would be required to continue to apply to your property, except where such parcel is annexed to the Town of Lyons. This agreement survives the annexation of parcels to the Town and the parcel-specific limitations on development continue to apply. Properties located outside the identified LPA as agreed to in the IGA as amended are treated as "rural preservation area" as denoted in the Boulder County Countywide Coordinated Comprehensive Development Plan IGA (the "SuperIGA), to which both the County and the Town of Lyons are parties, which designation requires additional approval by the Board of County Commissioners for any annexation of any such parcel to the Town of Lyons.**

For these purposes, such plan contains master plans and zoning, permit and other land use standards which will operate in lieu of and supersede to the extent of conflict with existing regulations or ordinances of the local governments.

Information regarding this matter, including the text and map of the proposed comprehensive development plan, showing the parcels included within the plan's area together with the applicable restrictions on development and annexation, is available for public examination at the Boulder County Land Use Dept., 13th and Spruce, Boulder, CO 80302 (303-441-3930). Parking validation in City of Boulder CAGID lots is available for BOCC hearing participants. See staff at lobby desk.

If you need special services provided for under the Americans with Disabilities Act, contact Julia Yager, ADA Coordinator in the County Human Resources Office at 441-3508, at least 48 hours before the scheduled event.

*

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Publish on March 29, 2011: Daily Times-Call

GATEWAY TO THE ROCKIES™

The Town of Lyons

P.O. BOX 49 • LYONS, COLORADO 80540 • PHONE: 303-823-6622 • FAX: 303-823-8257

October 14, 2009

Boulder County Planning Commission
P.O. Box 471
Boulder, Colorado 80306

Dear Boulder County Planning Commission:

The Town of Lyons has a long history of partnership with Boulder County in planning and regulating land uses within our areas of mutual interest, including preserving open space and the rural character of the land surrounding Lyons. The existing Town of Lyons-Boulder County Intergovernmental Agreement (IGA) was approved on December 30, 2002 and expires December 30, 2012, and was intended to provide for orderly protection and development of land within and bordering the Lyons Planning Area (LPA). The IGA allows for amendments, including adjustments to the boundaries of the LPA. By this letter, Lyons respectfully requests that the County agree to an amendment to the IGA to incorporate three properties along the eastern corridor into the LPA.

The integration of these properties into the LPA would correct past discrepancies in defining the LPA and would promote orderly commercial development of the properties. Lyons' proposed IGA amendment would also facilitate the provision of efficient public services (including wastewater treatment) to the eastern area of the LPA to better protect the St. Vrain watershed area. In addition, the amendment would allow Lyons to exert some level of influence over the development standards and overall aesthetics of the highway frontage properties at what is clearly our most visible gateway. It is important to note that the properties targeted for inclusion in the LPA are already developed (*i.e.*, not currently rural or agricultural) and meet the conditions for consideration of an IGA amendment. It is the intent of the Town of Lyons to facilitate the development to the greatest extent practicable in a manner which:

1. Complies with the long term strategies of the IGA and the Lyons and Boulder County Comprehensive plans;
2. Has a net positive environmental impact;
3. Minimizes or eliminates any decrease in the net acreage of lands exhibiting rural character;
4. Connects County and Town high-priority trails;
5. Provides enhanced aesthetics, environmental protection, and sustainable river corridor development with specific attention to pathways, recreation possibilities and tourist attractions;
6. Provides needed commercial services for the region in a manner that benefits the Town of Lyons' downtown and related commercial districts both commercially and aesthetically;

7. Provides for a diversified commercial and light industrial base for Lyons not available in our downtown commercial core;
8. Fulfills the highest priority recommendation of the Lyons Economic Development Committee and contributes to the Town's long-term economic sustainability; and
9. Would provide continuity and cohesiveness to the Lyons Planning Area as illustrated in the attachment entitled Map 5.

Lyons requests inclusion of the following three properties into the LPA as an amendment to the IGA:

Property # 1: 4651 Ute Highway: City of Longmont decommissioned water treatment plant (northern property- see map at Attachment 1).

The opportunity presented by the City of Longmont's intended sale of properties, including two former water treatment plants located in the "Eastern Corridor" (see map at Attachment 2) represents a viable and critical opportunity for Lyons to create a commercial development that provides much-needed services to the residents of Lyons and the region. Realizing this opportunity is the highest priority in our Town's efforts to achieve economic and environmental sustainability. Consistent with the property's appraisal report, Lyons envisions a plan to develop an economically and environmentally sustainable commercial district on the two sites that can only reach the highest and best use (with respect to both economic and sustainability considerations) if the land is annexed into Lyons and if Lyons enters into a formal agreement with the developing entities (*i.e.*, a master development agreement or public/private partnership) to ensure that the basic tenets of both sustainability and Lyons and County comprehensive and economic development plans are met. At present the former water treatment facilities are divided into (a) a 7-acre site on the north side of Highway 66, and (b) a 3-acre site on the south side of the highway. The south site is within the LPA, but the north site is not. Longmont is attempting to sell these properties as a single package. Lyons believes that the bifurcation of the properties across the LPA line will inhibit the sale and redevelopment of these areas. Moreover, the northern property has highway frontage and is bordered east and west by existing commercial properties already within the LPA.

Timing is critical with respect to this opportunity as Longmont has decided the best use of the properties is to sell them for commercial development, which would best be achieved by inclusion within the LPA and provision of public services now lacking to those properties.

Property #2: 4497 Ute Highway and 4602 Highland Drive, Gwynne's Greenhouse.

This property was left out of the LPA even though it is an existing commercial use along the highway frontage bordered on both sides by properties within the LPA (See map at attachment 3). The owners have expressed interest in annexation into Lyons, including provision of public services. The greenhouse lies at the intersection of 36/66 and represents Lyons' "front door." Inclusion within the LPA and eventual annexation would allow for consolidation of Lyons' existing commercial base, as well as the application of signage, monumentation and development standards consistent with Lyons' Comprehensive Plan and land use codes to provide for a more orderly development of a highly visible property.

Property #3: 113 Stone Canyon Road: the Hawkins residence

This 18-acre property had been split by the 2002 IGA. Nolan Drive was used as the dividing line on the IGA map, with the majority of the land on the east side of the road. As a result, the current IGA prohibits the annexation of the Hawkins property into Lyons, which severely limits the utility of the property. Quick action on this request would facilitate the development of the Eastern Corridor, which is critical to meeting Lyons' immediate economic development challenges.

Town staff and officials have spent considerable time working on this proposal with our citizenry, represented by the recently formed Economic Development Council, the Planning and Community Development Commission, Longmont staff and officials, and the commercial development community. Our proposal is consistent with the initial draft of the 2009 Lyons Comprehensive Plan Update. We understand that the County is concerned that allowing amendments to a municipal planning area may set unwanted precedents for other communities. However, this proposal to expand the LPA should be palatable to the County and should not set any negative precedent because the land in question is 1) already developed, and 2) meets the "sufficient grounds" requirements of the IGA (para. 2.3 and 2.3.1) needed to consider planning area expansion. It is therefore our sincere hope that County staff and officials will recognize the mutual benefits to be gained from this proposal, and will rule favorably on this request.

We respectfully request your cooperation in amending the current IGA. We are prepared to make a formal presentation to the County Planning Commission, or a Board of County Commissioners' meeting if deemed appropriate by the County. Thank you very much for your consideration of this matter, and we look forward to hearing from you.

Regards,

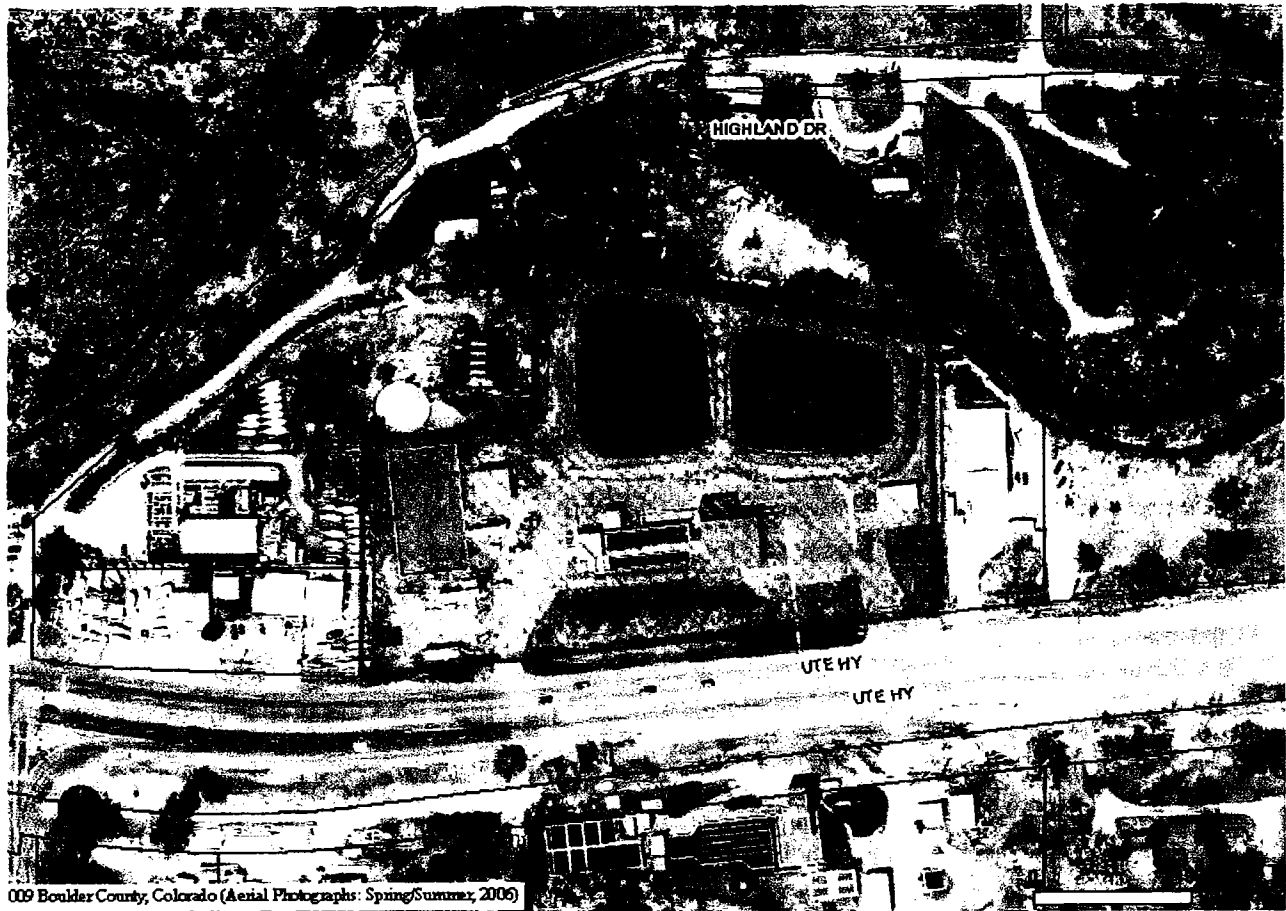


Julie Van Domelen, Mayor

cc: Board of Commissioners, Boulder County

Enclosures:

1. Map 1 – 4651 Ute Highway, City of Longmont Water Treatment Plant (north)
2. Map 2 – TOL Eastern Corridor
3. Map 3 and 3a - 4497 Ute Highway and 4602 Highland Drive, Gwynne's Greenhouse Property
4. Map 4 – 113 Stone Canyon Road, Hawkins residence



Map 1
4651 Ute Highway



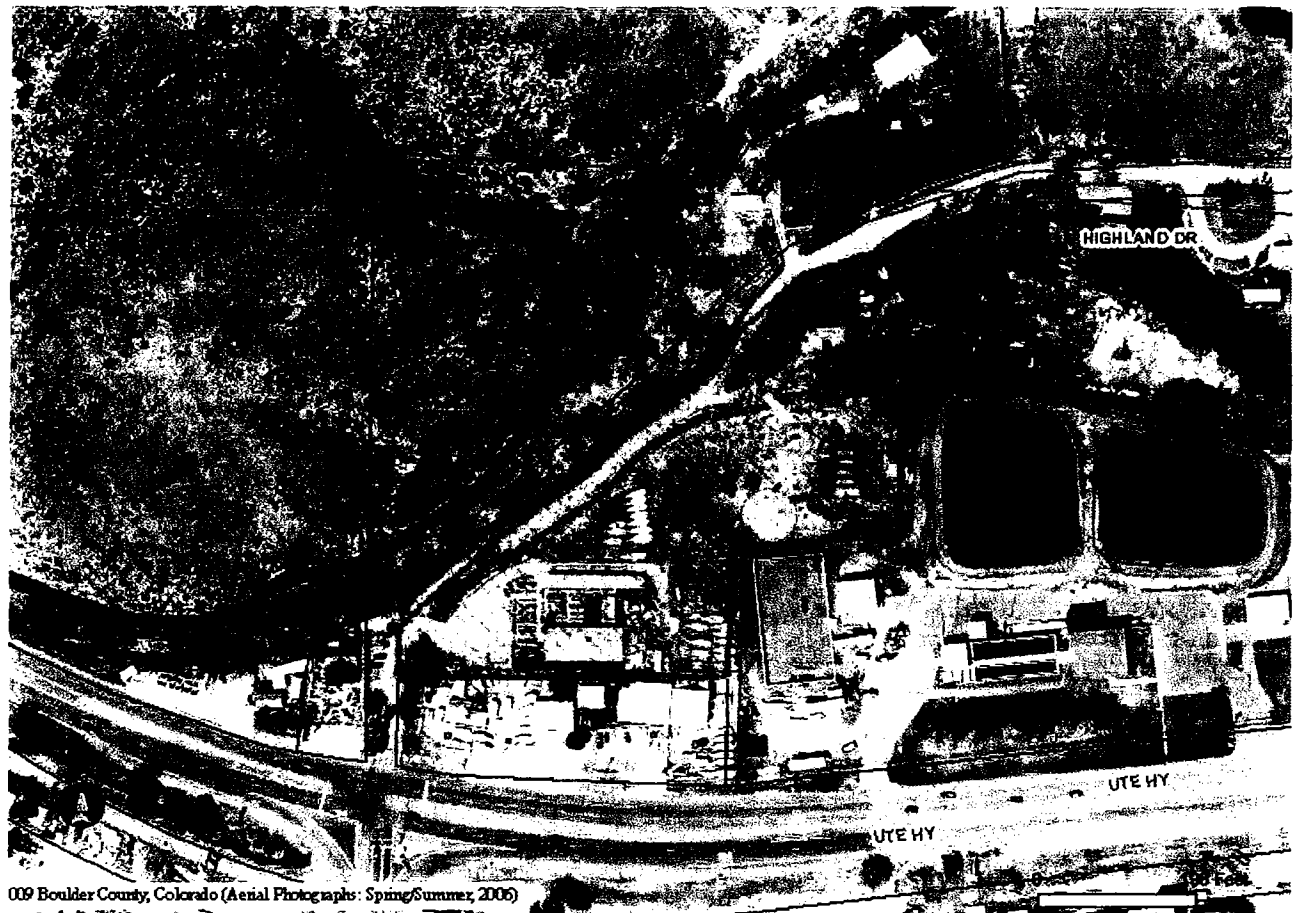
Map 2
TOL Eastern Corridor

Existing LPA

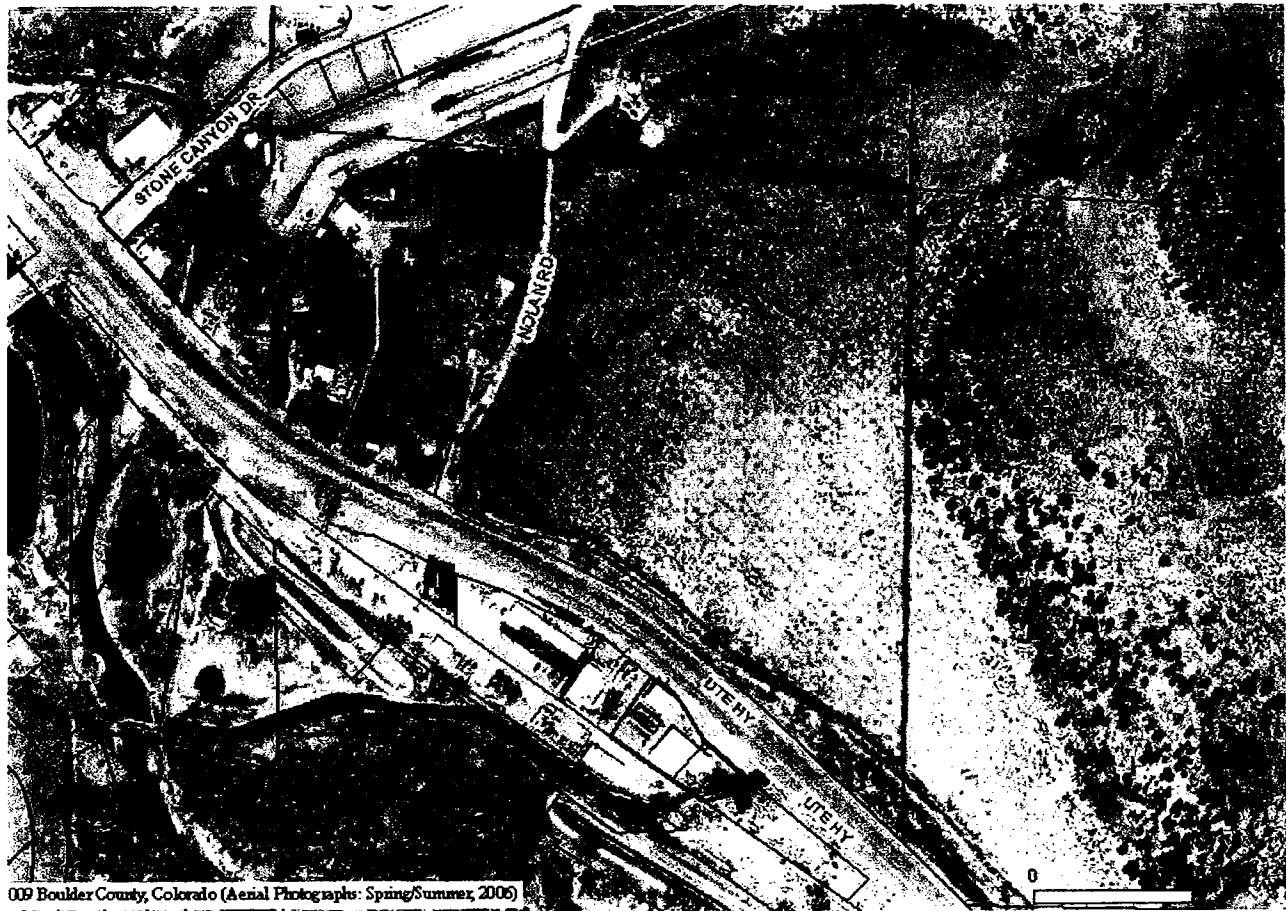
Amended LPA



Map 3
4497 Ute Highway

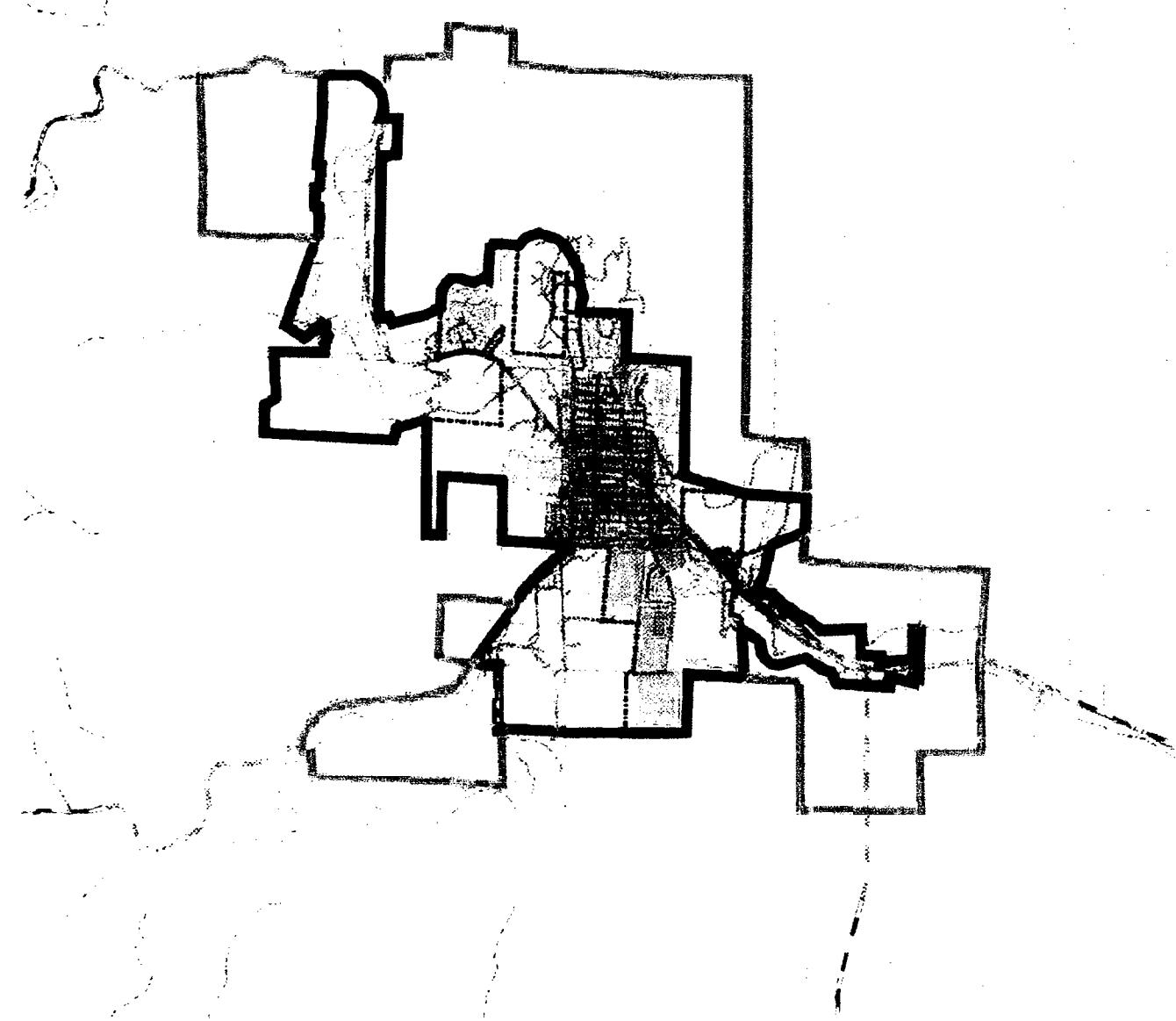


Map 3a
4602 Highland Drive



009 Boulder County, Colorado (Aerial Photographs: Spring/Summer, 2006)

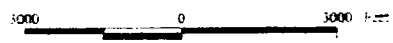
Map 4
113 Stone Canyon Road



24-1210

IGA Boundary Definitions

- City Limits
- Lyons Planning Area (LPA)
- Planning Boundary



Lyons, Colorado

Land Use Categories

- | | |
|------------------|----------------------------|
| Residential | Public Institutional |
| Office/Business | High Density |
| Light Industrial | Medium Density Residential |
| Heavy Industrial | Other |
| Commercial | |
| Unimproved Land | |
| Water | |
| Transportation | |

PLANNING AREAS

Lyons/Boulder County IGA

(as per Lyons BOT Res.2002.48)

October 20, 2009

To: Boulder County Planning Commission and The Town of Lyons (TOL),

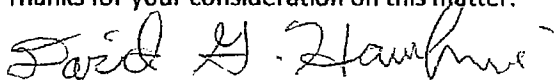
This is a formal request for the TOL to amend the 2002 IGA with Boulder County (BC) so that all of our property is in the TOL planning area.

History:

My wife and I moved into our house in 1978 as renters and purchased the property in 1994. Three years ago, when our youngest child was a senior at the high school, we attempted to sell our property and learned of the 2002 Inter Governmental Agreement between the Town Of Lyons and Boulder County. Because Nolan Drive was used as the dividing line on the IGA map, the majority of our 18 acres, which is on the east side of the road, cannot be annexed into Lyons and has devalued our property.

Keep in mind that we were never notified back in 2002 that the IGA directly affected us, or we would have taken action at the time.

Thanks for your consideration on this matter.

A handwritten signature in black ink that reads "David A. Hawkins". The signature is written in a cursive, flowing style.

David and Kris Hawkins
113 Stone Canyon Road
Lyons, CO 80540

OFFICE OF THE MAYOR & CITY COUNCIL



December 23, 2009

Boulder County Land Use Department
Attn: Meredith Lanning
P.O. Box 471
Boulder, CO 80306

Re: Town of Lyons Amendment to the Intergovernmental Agreement with Boulder County
Requesting the inclusion of the City of Longmont North Water Treatment Plant, 4651 Ute Highway,
Lyons, Colorado 80540.

Dear Boulder County Planning Commission:

The City of Longmont owns two decommissioned water treatment plants located at 4651 and 4652 Ute Highway, Lyons, Colorado 80540. These two plants were decommissioned after the City began operation of its new Nelson-Flanders Water Treatment Plant located on North 53 Street, Longmont, CO. The City subsequently initiated a study of the two decommissioned water treatment plants to determine what action the City should take on these properties with the conclusion that the sale of these plants should be pursued.

The decommissioned North Water Treatment Plant currently is adjacent to but outside the Town of Lyons Planning Area (LPA). The South Water Treatment Plant is inside the LPA. The City of Longmont has cooperatively worked with the Town of Lyons to find a beneficial solution on the sale of the North Water Treatment Plant. The City believes that the inclusion of the North Water Treatment Plant into the LPA would benefit both the Town of Lyons and City of Longmont and Boulder County. Inclusion of the North Water Treatment Plant into the Lyons Planning Area would allow the Town of Lyons to annex the North Water Treatment Plant Property and open up opportunities for the future use of this site. There is little incentive to improve the North Water Treatment Plant site if it remains outside the LPA.

Based on the benefits of including the North Water Treatment Plant Property in the LPA, the City of Longmont supports the Town of Lyons Amendment to the Intergovernmental Agreement with Boulder County to include the City of Longmont North Water Treatment Plant in the Town of Lyons Planning Area.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Baum".

Bryan Baum, Mayor
City of Longmont

cc: Gordon Pedrow, City Manager
Dale Rademacher, Director of Public Works & Natural Resources
Brad Power, Director of Economic Development

WELCOME TO THE ROCKIES

RECEIVED
COUNTY COMMISSIONERS' OFFICE

JUN 23 2010

REC'D BY _____

TIME _____

The Town of Lyons

P.O. BOX 49 • LYONS, COLORADO 80540 • PHONE: 303-823-6622 • FAX: 303-823-8257

June 18, 2010

Board of County Commissioners
Boulder County Courthouse
13th & Pearl Streets
P.O. Box 471
Boulder, CO 80306

Dear Commissioners:

As the new Town Administrator for the Town of Lyons, I have had the privilege to work with Commissioner Pearlman and Michelle Krezek over the past few months. And, although I have not had the pleasure of working with Commissioners Domenico or Toor, I know that Mayor VanDomelen has built a strong, positive relationship with all the Commissioners and the county staff.

In this spirit of cooperation and respect, I am asking you to respond positively to our request for an amendment to our IGA with the County.

In October of 2009, the Town of Lyons submitted a request to the Boulder County Planning Commission asking for an amendment to our current IGA with Boulder County. Although several meetings with staff have been held, there has not been a formal response. I have included a copy of the original letter for your reference. The call for an amendment meets both the spirit and the letter of the existing IGA. There is a current interest in the noted properties, and immediate inclusion into the Lyons Planning Area (LPA) would expedite redevelopment and sale, particularly in the case of the decommissioned water treatment plant. The City of Longmont supports this pursuit.

Recently, Mayor VanDomelen, Planning Board Chair Jeff Cornell, Town Planner Danna Ortiz and I met with Boulder County staff and Commissioner Pearlman to review our appeal for an amendment to the current IGA. From that discussion, it appears that those present were in agreement that these properties are eligible (and non-controversial) to the inclusion in the LPA.

Boulder County staff did express a desire to include language about specific designations or restrictions on some of the property in question (e.g. the exception of the hillside preservation desired on the upper slopes of the Hawkins property). We also heard and understand the County's concern over the higher densities that were presented in the new comprehensive plan and are willing to discuss the revised Lyons Planning area map that was included. All in all, we found that Boulder County and the Town of Lyons intent were aligned, and that these issues could be easily worked out at the staff level.

Boulder County Commissioners
June 18, 2010
Page 2

We understand Boulder County's desire to renew the IGA, but do not agree that a request to make an out-of-cycle renewal of the IGA a condition of any expansion, and find that with a new Board of Trustees, a new Town Administrator and a newly adopted comprehensive plan, the local decision makers need the opportunity to familiarize themselves with the IGA and its implications. We are, however, willing to declare our intent to negotiate a revised IGA ahead of its current expiration in December 2012.

Lyons sees the renewal as critical to our future land use relations with the County. As part of the renewal process, Lyons will evaluate the experience with the present IGA and propose a more expanded agenda of cooperation to be covered in the next IGA. This includes, but is not limited to: cooperative planning of the St. Vrain River Corridor, a possible bike trail extension to Longmont, historic preservation, consultation on the future of the Cemex property, and cooperation in longer-term wastewater treatment options to name a few.

I look forward to hearing from you on this vital issue. Your commitment to Boulder County and its future is greatly appreciated!

Sincerely,

A handwritten signature in cursive script, appearing to read "Victoria Simonsen".

Victoria Simonsen
Town Administrator

Enc: Letter dated October 14, 2009

Cc: Mayor VanDomelen and Lyons Board of Trustees
Lyons Planning and Community Development Commission



Land Use

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303.441.3930 • Fax: 303.441.4856
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.org

July 1, 2010

Julie VanDomelen, Mayor
Victoria Simonsen, Town Administrator
Town of Lyons
P.O. Box 49
Lyons, CO 80540

RE: Proposed Second Amendment to Lyons/Boulder County Comprehensive Development Plan IGA

Dear Mayor VanDomelen and Administrator Simonsen:

I would first like to extend the County's thanks to Mayor VanDomelen, for meeting with the County on May 27 regarding the proposed second amendment to the 2002 County/Lyons IGA, and to Administrator Simonsen for your follow-up letter to the Board of County Commissioners dated June 18. We have appreciated these opportunities to learn of the Town's concerns, and understand the Town's strong desire to have the three properties under discussion included within the IGA's Lyons Planning Area (LPA).

This letter and attached draft IGA language are in response to the discussions at the meeting and the subsequent letter from Ms. Simonsen dated June 18. We agree that the requests from the Town do further the Town's immediate needs, involve parcels that are already developed at levels greater than rural intensity and are consistent with the recently adopted Lyons Comprehensive Plan. To help facilitate and focus our ongoing work on this amendment, County staff has prepared a proposed draft of the IGA second amendment, which I attach here for your review. The draft lays a careful basis for inclusion of the three properties in the LPA under the provisions of the 2002 IGA

The items included in the proposed IGA amendments:

1. Inclusion of additional parcels within the Lyons Planning Area (LPA);
 - a. the Water Treatment Plant Property (4651 Ute Highway),
 - b. the Gwynne's Greenhouse Property (4497 Ute Highway and 4602 Highland Drive), and
 - c. the addition of the eastern portion of the Hawkins Property (113 Stone Canyon Road) within Lyons Planning Area. Any annexation which would occur would include the full ROW width of the road located within the parcel. The County agrees to inclusion of this area within the LPA with a no-build area on the Hawkins parcel east of Nolan Road, to protect the sensitive lands and resources located there.
2. Agreement the County can purchase the Ramey Property, located within the Lyons Planning Area under the existing IGA, as Open Space.

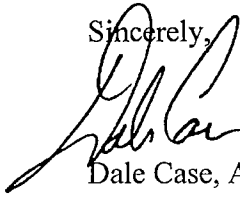
3. Commitment from the County and Town to begin discussion prior to the end of 2010 on extending the term and provisions of the current IGA, as well as continuation of the SuperIGA. These discussions will include the term of any subsequent IGA as well as discussion and agreement on the type, intensity and location of uses that might occur on parcels identified as part of the Town's planning area in the recently adopted Lyons Comprehensive Plan, which are currently unincorporated, and outside the town's influence area under the 2002 IGA. It is expected that these discussions will result in an agreement by the middle of 2011 which would extend the term of the 2002 IGA, as well as create jointly-acceptable limitations on development in the areas southeast of the 2002 IGA as amended, ensuring that additional parcels to be located within a newly extended IGA will remain in character with the surrounding unincorporated area of the County.

We are also looking forward to discussing and working on the agenda of issues raised in your June 18 letter including: cooperation on the St. Vrain River Corridor, a possible bike trail extension to Longmont, historic preservation, consultation on the future of the Cemex property, and cooperation in longer-term wastewater treatment options.

The County looks forward to hearing the Town's reactions to the attached draft, and to holding continued discussions with you in order to finalize the proposed amendment.

Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,



Dale Case, AICP

Director

Boulder County Land Use Department

cc: Board of County Commissioners
Michelle Krezek, Intergovernmental Relations Director
Pete Fogg, Long Range Planning Manager
William Davidson, Long Range Planner
H. Lawrence Hoyt, County Attorney
David Hughes, Deputy County Attorney
Barbara Andrews, Assistant County Attorney
Ben Doyle, Assistant County Attorney

FIRST DRAFT FOR TOWN OF LYONS REVIEW – 6/30/10

**SECOND AMENDMENT TO LYONS PLANNING AREA
COMPREHENSIVE DEVELOPMENT PLAN
INTERGOVERNMENTAL AGREEMENT**

**THIS SECOND AMENDMENT TO LYONS PLANNING AREA
COMPREHENSIVE DEVELOPMENT PLAN INTERGOVERNMENTAL
AGREEMENT** (the “Second Amendment”) by and between the Town of Lyons, a Colorado statutory municipal corporation (“Town,” “Lyons,” or “Town of Lyons”), and the County of Boulder, a body politic and corporate of the State of Colorado (“County” or “Boulder County”) is made to be effective on the Effective Date as defined on the signature page of this Second Amendment. The Town and the County are collectively referred to in this Second Amendment as the “Parties.”

WITNESSETH

WHEREAS, § 29-20-101 *et seq.*, C.R.S. as amended, authorizes the Parties 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 specifically authorizes local (i.e., town and county) governments 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

WHEREAS, in order to ensure that the unique and individual character of Lyons and of the rural area within Boulder County outside the Lyons Planning Area (the “LPA”) are preserved, the Parties entered into the Lyons Planning Area Comprehensive Development Plan Intergovernmental Agreement (the “Original Agreement”) effective December 30, 2002, adopting a comprehensive development plan which, *inter alia*, recognizes that delineating the area of potential urbanization within the LPA which would not be interrupted by Boulder County open space, accompanied by a commitment by Lyons for the preservation of the rural character of lands surrounding the LPA within Boulder County, is in the best interest of the citizens of each of the Parties; and

WHEREAS, effective February 7, 2005, the Parties entered into a First Amendment to the Original Agreement (the “First Amendment”), to include a designated portion of the Stone Mountain Lodge property (that portion below the 5,600-foot elevation line) into the LPA; and

WHEREAS, by letter dated October 14, 2009 addressed to the Boulder County Planning Commission and copied to the County’s Board of County Commissioners, the Mayor of the Town of Lyons has requested that three additional properties, which contain existing development and front on the Town of Lyons’ eastern corridor along Ute Highway (also known as U.S. Highway 66 (the “Highway”)), be included within the LPA under the Original Agreement (the “Proposed LPA Inclusion Properties” or “Properties”); and

WHEREAS, the first Proposed LPA Inclusion Property is 4651 Ute Highway (the “Longmont Water Treatment Plant Property”), a seven-acre parcel on the north side of the Highway which, along with the 3-acre parcel to the south of the Highway (at 4652 Ute Highway), constitutes the site of the City of Longmont’s now-decommissioned water treatment plant; and

WHEREAS, the Longmont Water Treatment Plant Parcel is adjacent to the LPA and contains the same existing use as the City of Longmont’s parcel to the south of the Highway, which is already in the LPA; and

WHEREAS, the City of Longmont has requested an amendment to the Original Agreement to include the Longmont Water Treatment Plant Parcel within the LPA, pursuant to a letter addressed to the Boulder County Land Use Department dated December 23, 2009; and

WHEREAS, the second Proposed LPA Inclusion Property (consisting of two parcels) is located at the intersection of the Highway and U.S. 36, at 4497 Ute Highway and 4602 Highland Drive, and contains the existing commercial development known as Gwynne’s Greenhouse (the “Gwynne’s Greenhouse Property”); and

WHEREAS, the Gwynne’s Greenhouse Property is situated at the “gateway entrance” to the Town of Lyons, contains existing commercial development which was present at the time the Original Agreement was signed, and is adjacent to the Longmont Water Treatment Plant Parcel as well as to other properties already within the LPA; and

WHEREAS, the owners of the Gwynne’s Greenhouse Property have requested an amendment to the Original Agreement to include this Property within the LPA, pursuant to _____ *[if there is a formal owner request for this inclusion to the LPA, please identify/reference it]*; and

WHEREAS, the third Proposed LPA Inclusion Property is the majority of the 18-acre parcel owned by David and Kris Hawkins, which contains an existing residence and is located at 113 Stone Canyon Drive (the “Hawkins Property”); and

WHEREAS, the Original Agreement included a small portion of the Hawkins Property, which is located west of Nolan Road, in the LPA, but the larger portion of the Hawkins Property to the east of Nolan Road was left out of the LPA, hence splitting the Hawkins Property and making it impossible to annex the whole of the Nolan Property as LPA-designated land; and

WHEREAS, David and Kris Hawkins have requested an amendment to the Original Agreement to include the entirety of the Hawkins Property within the LPA, pursuant to a letter addressed to the Boulder County Planning Commission and the Town of Lyons dated October 20, 2009; and

WHEREAS, in making the request for an Original Agreement amendment for the Proposed LPA Inclusion Properties, the Town of Lyons has emphasized that the Properties should have been included within the LPA under the Original Agreement; they are all bordered by or adjacent to existing LPA lands; they are key Highway frontage properties in the context of Lyons' planning efforts for orderly commercial development along the eastern corridor, and are in relatively close proximity to the Town; they were existing developed properties at the time of the Original Agreement, for municipal service uses (the Longmont Water Treatment Plant Property), for commercial use (the Gwynne's Greenhouse Property), and for residential use on a parcel only part of which was originally included in the LPA (the Hawkins Property); and, finally, the Town can efficiently extend services to the Proposed LPA Inclusion Properties and believes that extension of services will contribute to protection of the St. Vrain watershed area; and

WHEREAS, amending the Original Agreement to accommodate the Proposed LPA Inclusion Properties is consistent with the Town of Lyons' planning efforts for appropriate, context-sensitive, commercial development along the eastern corridor, as set forth in Lyons' adopted Comprehensive Plan; and

WHEREAS, the Parties have determined that amending the Original Agreement to accommodate the Proposed LPA Inclusion Properties complies with the discretionary LPA expansion criteria set forth in Section 2.3 of the Original Agreement, in particular Section 2.3.2, which authorizes expansions due to changes in the rural character of the land and where property outside the LPA would be better served by the urban structure and urban services of the Town; and

WHEREAS, in making the foregoing finding, the Parties note that the Longmont Water Treatment Plant Property and Gwynne's Greenhouse Property were not occupied by rural uses at the time of the Original Agreement, and that the Original Agreement mapped the Hawkins Property partly within the LPA, and therefore the Parties conclude that the intent of Section 2.3.2, which was to assure that rural lands at the time of the Original Agreement remain rural (unless otherwise subject to LPA inclusion under the Agreement), is met here; and

WHEREAS, the Parties also have the inherent authority under the Original Agreement to add parcels to the LPA which reasonably should or could have been mapped under that designation in the Original Agreement; and

WHEREAS, once in the LPA, the Proposed LPA Inclusion Properties, except as expressly provided herein, will be subject to all applicable provisions of the Original Agreement, including but not limited to the provisions related to Annexation and Development, and the General Advisory Planning Policies for the LPA, thus ensuring that any future development within the Town of Lyons is consistent with the Original Agreement; and

WHEREAS, the Parties here wish not only to approve the request for the Proposed LPA Inclusion Properties on the basis articulated above, but to lay the groundwork for substantial and cooperative, forthcoming discussions concerning extending or renewing the Original Agreement beyond its current expiration date of December 30, 2012, and

providing for the Town of Lyons' long-term commitment to the Boulder County Countywide Coordinated Comprehensive Development Plan Intergovernmental Agreement (commonly referred to as the "SuperIGA"), as further set forth in this Second Amendment; and

WHEREAS, pursuant to Section 4.2(c) of the Original Agreement, the Parties further wish to provide for the Town of Lyons' agreement to the County's plans to purchase an 11-acre parcel within the LPA and along the Highway, known as the Ramey property *[note: provide address or other property identification]* ("Ramey Property"), for County open space; and

WHEREAS, the Parties believe that the County's agreement to accept the Proposed LPA Inclusion Properties, coupled with the Town of Lyons' agreement to allow the County to purchase the Ramey Property for County open space, as well as to establish the basis for substantial and cooperative, forthcoming discussions regarding extending or renewing the Original Agreement, with appropriate amendments, and regarding the Town waiving its right to withdraw from the SuperIGA, together comprise a desirable balance of the Parties' respective goals under the Original Agreement, allowing the Parties to respond to changing circumstances and needs, while still preserving the essential integrity of the LPA, and of the area outside of the LPA which is to remain rural under the County's jurisdiction; and

WHEREAS, the Town of Lyons held a duly noticed public hearing on _____, 2010, to consider this Second Amendment to the Original Agreement, and, based on that hearing and for the reasons articulated above, has approved the Second Amendment as set forth herein; and

WHEREAS, the County's Board of County Commissioners held a duly noticed public hearing on _____, 2010, to consider this Second Amendment to the Original Agreement, and, based on that hearing and for the reasons articulated above, has also approved the Second Amendment as set forth herein.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made, the Parties agree as follows:

1.0 PROPOSED LPA INCLUSION PROPERTIES

The Longmont Water Treatment Plant Property (4651 Ute Highway), the Gwynne's Greenhouse Property (4497 Ute Highway and 4602 Highland Drive), and the portion of the Hawkins Property (113 Stone Canyon Road) east of Nolan Road (which is not now in the LPA), shall all be included within the LPA under the Original Agreement and this Second Amendment. This amended map designation is depicted on the amended Original Agreement map which is attached to and incorporated into this Second Amendment as Exhibit A. *[Note: this map will need to be developed/reviewed/attached.]* No other inclusions of property within the LPA, nor any changes in the overall boundary of the Original Agreement, are made by this Second Amendment.

2.0 LIMITS ON DEVELOPMENT ON HAWKINS PROPERTY

Due to the Hawkins Property containing a portion of the Indian Mountain Natural Landmark Area as designated for preservation on the Boulder County Comprehensive Plan, including the landmark's surrounding 250-foot buffer area, no structures or development shall occur on the portion of the Hawkins Property lying east of Nolan Road. This no-development limitation shall affect the Hawkins Property whether in the LPA or annexed to the Town under the Original Agreement. Prior to any annexation of the Hawkins Property to the Town of Lyons, the owner of the Property shall grant to the County and to the Town of Lyons 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 any structures or development on this preserved area of the Hawkins Property.

3.0 AMENDED MAP.

The map for the Original Agreement is amended and superseded by the map attached to and incorporated into this Second Amendment as Exhibit A. *[Note again: this map will need to be developed/reviewed/attached.]* After adoption of this Second Amendment, Exhibit A hereto shall be used and referred to as the official map of the Original Agreement, unless and until further amended as provided in Section 9.0 ("Amendments") of the Original Agreement.

4.0 TOWN OF LYONS CONSENT FOR COUNTY TO PURCHASE RAMEY PROPERTY FOR OPEN SPACE

Pursuant to Section 4.2(c) of the Original Agreement, the Parties agree that the Ramey Property, as identified in the recitals to this Second Amendment, above, may be purchased by the County for open space.

5.0 DISCUSSION OF EXTENSION OF TERM OF ORIGINAL AGREEMENT AND RELATED ISSUES.

The Parties acknowledge that the County has requested that the Town agree to a 15-year extension of the term of the Original Agreement (from December 30, 2012 to December 31, 2027) as part of this Second Amendment, but that the Town has expressed reluctance to make this commitment at this time, due to it having a new Board of Trustees, a new Town Administrator, and a newly adopted comprehensive plan. Therefore, the County accepts the Town's offer and commitment to engage in substantial and cooperative discussions with the County, prior to the end of the 2010 calendar year, regarding the extension or renewal of the Original Agreement, including appropriate amendments to update the Original Agreement. Such discussions, without limitation, will focus on establishing a mutually acceptable level of development for any new properties to be included within the LPA, with a view toward ensuring that new development is not over-intensive, and is of an appropriate nature and scale to harmonize with surrounding rural, unincorporated County lands. The discussions shall also include the subject of the

Town's waiver of its right under the third paragraph of Section 14 of the SuperIGA, to give written notice (at any time until 90 days prior to the tenth anniversary of the effective date of the SuperIGA) to withdraw as a Party from the SuperIGA effective on that anniversary date. The Parties further agree that they shall make all reasonable efforts to use these discussions as a basis for adopting an extended or renewed Original IGA by the middle of calendar year 2011.

6.0 ORIGINAL AGREEMENT AS AMENDED.

The Original Agreement shall continue in full force and effect in accordance with its terms, except as is expressly amended by the terms of the First Amendment and this Second Amendment.

7.0 COUNTERPART.

This Second Amendment may be executed in any number of counterparts, which together shall constitute the agreement of the Parties.

THIS SECOND AMENDMENT TO THE ORIGINAL AGREEMENT is made and entered into to be effective on the later of the dates of approval by the Town of Lyons or Boulder County (the "Effective Date").

TOWN OF LYONS:

BOARD OF TRUSTEES

By: _____
Mayor or Mayor Pro Tem

Date: _____, 2010

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

COUNTY OF BOULDER:

BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

Date: _____, 2010

ATTEST:

APPROVED AS TO FORM:

Clerk to the Board

County Attorney



Land Use

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303.441.3930 • Fax: 303.441.4856
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.org

August 16, 2010

Julie Van Domelen, Mayor
Victoria Simonsen, Town Administrator
The Town of Lyons
P.O. Box 49
Lyons, CO 80540

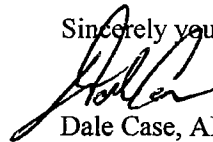
RE: Revised (Second) Review Draft of Proposed Second Amendment to Lyons/Boulder County Comprehensive Development Plan IGA

Dear Mayor Van Domelen and Administrator Simonsen:

County staff has revised the first (June 30) review draft of this IGA amendment, following a meeting in July between Commissioner Pearlman and Town planning officials. This revised (second) review draft is attached for the Town's consideration. The principal changes from the June 30 draft are recognition of some ability for the portion of the Hawkins parcel east of Nolan Drive to develop so long as the Indian Mountain Landmark area is not affected, and expansion of the list of topics for future discussion under the IGA to include the extent of the potential municipal development area shown to the east of the Town on the Town's recently adopted Comprehensive Plan. Please also note that we need information from the Town regarding the owner's request to include the Gwynne's Greenhouse Property in the LPA, as stated in the Second Amendment's tenth recital.

If this draft is acceptable to the Town, we will forward a final proposed amendment to you, with the revised map (Exhibit A) attached, so that the Town can hold its public hearing to adopt the document. Once the Town does so, the County Commissioners can hold their hearing. If the Town would like changes to be made to the current revised draft, it would be helpful if you would make changes on the attached document and forward them to me. Also, please feel free to contact me or Commissioner Pearlman if you have any questions or concerns.

Sincerely yours,



Dale Case, AICP
Land Use Director

Attachments: (PROPOSED SECOND DRAFT of Second Amendment to Lyons Planning Area Comprehensive Development Plan Intergovernmental Agreement)
Illustrative map showing Hawkins' parcel w/elevation line and Natural Landmark boundary.

cc: Board of County Commissioners
Michelle Krezek, Intergovernmental Relations Director
Pete Fogg, Long Range Planning Manager
William Davidson, Long Range Planner
H. Lawrence Hoyt, County Attorney
David Hughes, Deputy County Attorney
Barbara Andrews, Assistant County Attorney
Ben Doyle, Assistant County Attorney

**SECOND AMENDMENT TO LYONS PLANNING AREA
COMPREHENSIVE DEVELOPMENT PLAN
INTERGOVERNMENTAL AGREEMENT**

**THIS SECOND AMENDMENT TO LYONS PLANNING AREA
COMPREHENSIVE DEVELOPMENT PLAN INTERGOVERNMENTAL
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WITNESSETH

WHEREAS, § 29-20-101 *et seq.*, C.R.S. as amended, authorizes the Parties 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 specifically authorizes local (i.e., town and county) governments 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

WHEREAS, in order to ensure that the unique and individual character of Lyons and of the rural area within Boulder County outside the Lyons Planning Area (the “LPA”) are preserved, the Parties entered into the Lyons Planning Area Comprehensive Development Plan Intergovernmental Agreement (the “Original Agreement”) effective December 30, 2002, adopting a comprehensive development plan which, *inter alia*, recognizes that delineating the area of potential urbanization within the LPA which would not be interrupted by Boulder County open space, accompanied by a commitment by Lyons for the preservation of the rural character of lands surrounding the LPA within Boulder County, is in the best interest of the citizens of each of the Parties; and

WHEREAS, effective February 7, 2005, the Parties entered into a First Amendment to the Original Agreement (the “First Amendment”), to include a designated portion of the Stone Mountain Lodge property (that portion below the 5,600-foot elevation line) into the LPA; and

WHEREAS, by letter dated October 14, 2009 addressed to the Boulder County Planning Commission and copied to the County’s Board of County Commissioners, the Mayor of the Town of Lyons has requested that three additional properties, which contain existing development and front on the Town of Lyons’ eastern corridor along Ute Highway (also known as U.S. Highway 66 (the “Highway”)), be included within the LPA under the Original Agreement (the “Proposed LPA Inclusion Properties” or “Properties”); and

WHEREAS, the first Proposed LPA Inclusion Property is 4651 Ute Highway (the “Longmont Water Treatment Plant Property”), a seven-acre parcel on the north side of the Highway which, along with the 3-acre parcel to the south of the Highway (at 4652 Ute Highway), constitutes the site of the City of Longmont’s now-decommissioned water treatment plant; and

WHEREAS, the Longmont Water Treatment Plant Parcel is adjacent to the LPA and contains the same existing use as the City of Longmont’s parcel to the south of the Highway, which is already in the LPA; and

WHEREAS, the City of Longmont has requested an amendment to the Original Agreement to include the Longmont Water Treatment Plant Parcel within the LPA, pursuant to a letter addressed to the Boulder County Land Use Department dated December 23, 2009; and

WHEREAS, the second Proposed LPA Inclusion Property (consisting of two parcels) is located at the intersection of the Highway and U.S. 36, at 4497 Ute Highway and 4602 Highland Drive, and contains the existing commercial development known as Gwynne’s Greenhouse (the “Gwynne’s Greenhouse Property”); and

WHEREAS, the Gwynne’s Greenhouse Property is situated at the “gateway entrance” to the Town of Lyons, contains existing commercial development which was present at the time the Original Agreement was signed, and is adjacent to the Longmont Water Treatment Plant Parcel as well as to other properties already within the LPA; and

WHEREAS, the owners of the Gwynne’s Greenhouse Property have requested an amendment to the Original Agreement to include this Property within the LPA, pursuant to _____ *[NOTE TO TOWN: if there is a formal owner request for this inclusion to the LPA, please identify/reference it];* and

WHEREAS, the third Proposed LPA Inclusion Property is the majority of the 18-acre parcel owned by David and Kris Hawkins, which contains an existing residence and is located at 113 Stone Canyon Drive (the “Hawkins Property”); and

WHEREAS, the Original Agreement included a small portion of the Hawkins Property, which is located west of Nolan Road, in the LPA, but the larger portion of the Hawkins Property to the east of Nolan Road was left out of the LPA, hence splitting the Hawkins Property and making it impossible to annex the whole of the Nolan Property as LPA-designated land; and

WHEREAS, David and Kris Hawkins have requested an amendment to the Original Agreement to include the entirety of the Hawkins Property within the LPA, pursuant to a letter addressed to the Boulder County Planning Commission and the Town of Lyons dated October 20, 2009; and

WHEREAS, in making the request for an Original Agreement amendment for the Proposed LPA Inclusion Properties, the Town of Lyons has emphasized that the Properties should have been included within the LPA under the Original Agreement; they are all bordered by or adjacent to existing LPA lands; they are key Highway frontage properties in the context of Lyons' planning efforts for orderly commercial development along the eastern corridor, and are in relatively close proximity to the Town; they were existing developed properties at the time of the Original Agreement, for municipal service uses (the Longmont Water Treatment Plant Property), for commercial use (the Gwynne's Greenhouse Property), and for residential use on a parcel only part of which was originally included in the LPA (the Hawkins Property); and, finally, the Town can efficiently extend services to the Proposed LPA Inclusion Properties and believes that extension of services will contribute to protection of the St. Vrain watershed area; and

WHEREAS, amending the Original Agreement to accommodate the Proposed LPA Inclusion Properties is consistent with the Town of Lyons' planning efforts for appropriate, context-sensitive, commercial development along the eastern corridor, as set forth in Lyons' adopted Comprehensive Plan; and

WHEREAS, the Parties have determined that amending the Original Agreement to accommodate the Proposed LPA Inclusion Properties complies with the discretionary LPA expansion criteria set forth in Section 2.3 of the Original Agreement, in particular Section 2.3.2, which authorizes expansions due to changes in the rural character of the land and where property outside the LPA would be better served by the urban structure and urban services of the Town; and

WHEREAS, in making the foregoing finding, the Parties note that the Longmont Water Treatment Plant Property and Gwynne's Greenhouse Property were not occupied by rural uses at the time of the Original Agreement, and that the Original Agreement mapped the Hawkins Property partly within the LPA, and therefore the Parties conclude that the intent of Section 2.3.2, which was to assure that rural lands at the time of the Original Agreement remain rural (unless otherwise subject to LPA inclusion under the Agreement), is met here; and

WHEREAS, the Parties also have the inherent authority under the Original Agreement to add parcels to the LPA which reasonably should or could have been mapped under that designation in the Original Agreement; and

WHEREAS, once in the LPA, the Proposed LPA Inclusion Properties, except as expressly provided herein, will be subject to all applicable provisions of the Original Agreement, including but not limited to the provisions related to Annexation and Development, and the General Advisory Planning Policies for the LPA, thus ensuring that any future development within the Town of Lyons is consistent with the Original Agreement; and

WHEREAS, the Parties here wish not only to approve the request for the Proposed LPA Inclusion Properties on the basis articulated above, but to lay the groundwork for substantial and cooperative, forthcoming discussions concerning extending or renewing the Original Agreement beyond its current expiration date of December 30, 2012, and

providing for the Town of Lyons' long-term commitment to the Boulder County Countywide Coordinated Comprehensive Development Plan Intergovernmental Agreement (commonly referred to as the "SuperIGA"), as further set forth in this Second Amendment; and

WHEREAS, pursuant to Section 4.2(c) of the Original Agreement, the Parties further wish to provide for the Town's ~~of Lyons'~~ agreement to the County's ~~plansability~~ to purchase an approximately 11-acre parcel within the LPA and along the Highway, known as the Ramey property ("Ramey Property"), for County open space, in response to the owner approaching the County regarding possible acquisition of this land; and

WHEREAS, the Parties believe that the County's agreement to accept the Proposed LPA Inclusion Properties, coupled with the Town of Lyons' agreement to allow the County to purchase the Ramey Property for County open space, as well as to establish the basis for substantial and cooperative, forthcoming discussions regarding extending or renewing the Original Agreement, with appropriate amendments, and regarding the Town waiving its right to withdraw from the SuperIGA, together comprise a desirable balance of the Parties' respective goals under the Original Agreement, allowing the Parties to respond to changing circumstances and needs, while still preserving the essential integrity of the LPA, and of the area outside of the LPA which is to remain rural under the County's jurisdiction; and

WHEREAS, the Town of Lyons held a duly noticed public hearing on _____, 2010, to consider this Second Amendment to the Original Agreement, and, based on that hearing and for the reasons articulated above, has approved the Second Amendment as set forth herein; and

WHEREAS, the County's Board of County Commissioners held a duly noticed public hearing on _____, 2010, to consider this Second Amendment to the Original Agreement, and, based on that hearing and for the reasons articulated above, has also approved the Second Amendment as set forth herein.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made, the Parties agree as follows:

1.0 PROPOSED LPA INCLUSION PROPERTIES

The Longmont Water Treatment Plant Property (4651 Ute Highway), the Gwynne's Greenhouse Property (4497 Ute Highway and 4602 Highland Drive), and the portion of the Hawkins Property (113 Stone Canyon Road) east of Nolan Road (which is not now in the LPA), shall all be included within the LPA under the Original Agreement and this Second Amendment. This amended map designation is depicted on the amended Original Agreement map which is attached to and incorporated into this Second Amendment as Exhibit A. *[Note: this map will need to be developed/reviewed/attached.]* No other inclusions of property within the LPA, nor any changes in the overall boundary of the Original Agreement, are made by this Second Amendment.

2.0 LIMITS ON DEVELOPMENT ON HAWKINS PROPERTY

Due to the Hawkins Property containing a portion of the Indian Mountain Natural Landmark Area as designated for preservation on the Boulder County Comprehensive Plan, including the landmark's surrounding 250-foot buffer area, ~~no any future~~ structures or development ~~on shall occur on the portion of the Hawkins Property lying east of Nolan Road shall occur only below the 5,360-foot elevation line.~~ **[NOTE TO TOWN: please see the attached map illustrating the relationship of this elevation line to the landmark and its buffer.]** This no-development limitation shall affect this portion of the Hawkins Property whether in the LPA or annexed to the Town under the Original Agreement. Prior to any annexation of the Hawkins Property to the Town of Lyons, the owner of the Property shall grant to the County and to the Town of Lyons 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 any structures or development on this preserved area of the Hawkins Property.

3.0 AMENDED MAP.

The map for the Original Agreement is amended and superseded by the map attached to and incorporated into this Second Amendment as Exhibit A. ***[Note again: this map will need to be developed/reviewed/attached.]*** After adoption of this Second Amendment, Exhibit A hereto shall be used and referred to as the official map of the Original Agreement, unless and until further amended as provided in Section 9.0 ("Amendments") of the Original Agreement.

4.0 TOWN OF LYONS CONSENT FOR COUNTY TO PURCHASE RAMEY PROPERTY FOR OPEN SPACE

Pursuant to Section 4.2(c) of the Original Agreement, the Parties agree that the Ramey Property (an unaddressed, approximately 11-acre parcel located along the Highway and described as a Pt N of Ditch in SW1/4 NE1/4 Sec. 20, T3N, R70W, and assigned Boulder County Parcel Number 120320100003), as identified in the recitals to this Second Amendment, above, may be purchased by the County for open space.

5.0 DISCUSSION OF EXTENSION OF TERM OF ORIGINAL AGREEMENT AND RELATED ISSUES.

The Parties acknowledge that the County has requested that the Town agree to a 15-year extension of the term of the Original Agreement (from December 30, 2012 to December 31, 2027) as part of this Second Amendment, but that the Town has expressed reluctance to make this commitment at this time, due to it having a new Board of Trustees, a new Town Administrator, and a newly adopted comprehensive plan. Therefore, the County accepts the Town's offer and commitment to engage in substantial and cooperative discussions with the County, beginning prior to the end of the 2010 calendar year, regarding the extension or renewal of the Original Agreement, including appropriate amendments to update the Original Agreement. Such discussions, without limitation,

will focus on the following topics: (1) addressing the County's concerns with the possible future expansion of the Town, as mapped on the Town's 2010 adopted Comprehensive Plan, beyond the current eastern limits of the LPA as designated in this Second Amendment; (2) establishing a mutually acceptable level of development for any new properties to be included within the LPA, with a view toward ensuring that new development is not over-intensive, and is of an appropriate nature and scale to harmonize with surrounding rural, unincorporated County lands; and (3) considering. The discussions shall also include the subject of the Town's waiver of its right under the third paragraph of Section 14 of the SuperIGA, to give written notice (at any time until 90 days prior to the tenth anniversary of the effective date of the SuperIGA) to withdraw as a Party from the SuperIGA effective on that anniversary date. The Parties further agree that they shall make all reasonable efforts to use these discussions as a basis for adopting an extended or renewed Original IGA by the middle of calendar year 2011.

6.0 ORIGINAL AGREEMENT AS AMENDED.

The Original Agreement shall continue in full force and effect in accordance with its terms, except as is expressly amended by the terms of the First Amendment and this Second Amendment.

7.0 COUNTERPART.

This Second Amendment may be executed in any number of counterparts, which together shall constitute the agreement of the Parties.

THIS SECOND AMENDMENT TO THE ORIGINAL AGREEMENT is made and entered into to be effective on the later of the dates of approval by the Town of Lyons or Boulder County (the "Effective Date").

TOWN OF LYONS:

BOARD OF TRUSTEES

By: _____
Mayor or Mayor Pro Tem

Date: _____, 2010

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

COUNTY OF BOULDER: BOARD OF COUNTY COMMISSIONERS

By: _____

Date: _____, 2010

Chair

ATTEST:

APPROVED AS TO FORM:

Clerk to the Board




County Attorney

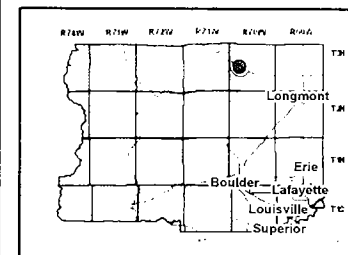
From: Case, Dale
Sent: Monday, August 16, 2010 11:56 AM
To: 'Victoria Simonsen'
Cc: Krezek, Michelle; Pearlman, Ben; Hoyt, Larry; Andrews, Barbara; Doyle, Ben; Domenico, Cindy; Toor, Will; Fogg, Peter; Davidson, William; Hughes, David
Subject: RE: proposed second amendment
Attachments: lyons_iga_2nd_amend_draft.PDF; hawkinsparcellyonsiga.pdf

Please see attached letter and draft IGA. If you have any questions please don't hesitate to call or e-mail. Or if you feel it would help to meet at the staff level to discuss we can do so. Thanks again.

Dale Case, AICP
720.564.2604

Legend

-  Hawkins Parcel
-  USGS 5,360 Elevation
-  250' buffer Indian Mountain Natural Landmark



This map is for illustrative purposes only. Boulder County Land Use Department makes no warranties regarding the accuracy, completeness, reliability, or suitability of these data. Boulder County Land Use Department disclaims any liability associated with the use or misuse of these data. In accessing and/or relying on these data, the user fully assumes any and all risk associated with this information.

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From: Nelson, Kathy G.
Sent: Tuesday, September 14, 2010 1:58 PM
To: 'vsimonsen@townoflyons.com'
Cc: Case, Dale; Andrews, Barbara; Doyle, Ben
Subject: Lyons IGA - Second Amendment
Attachments: BOULDER_COUNTY-#160721-v5-Lyons_IGA_Second_Amendment_-_Proposed_First_Review_Draft_for_Town_-_6_30_10.DOC

On behalf of Dale Case, Boulder County Land Use Director, please find the document referenced above attached.

Kathy G. "Kat" Nelson
Senior Legal Assistant
Boulder County Attorney's Office
303-441-1765
kgnelson@bouldercounty.org

SECOND DRAFT FOR TOWN OF LYONS REVIEW – 8/9/10

**SECOND AMENDMENT TO LYONS PLANNING AREA
COMPREHENSIVE DEVELOPMENT PLAN
INTERGOVERNMENTAL AGREEMENT**

**THIS SECOND AMENDMENT TO LYONS PLANNING AREA
COMPREHENSIVE DEVELOPMENT PLAN INTERGOVERNMENTAL
AGREEMENT** (the “Second Amendment”) by and between the Town of Lyons, a Colorado statutory municipal corporation (“Town,” “Lyons,” or “Town of Lyons”), and the County of Boulder, a body politic and corporate of the State of Colorado (“County” or “Boulder County”) is made to be effective on the Effective Date as defined on the signature page of this Second Amendment. The Town and the County are collectively referred to in this Second Amendment as the “Parties.”

WITNESSETH

WHEREAS, § 29-20-101 *et seq.*, C.R.S. as amended, authorizes the Parties 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 specifically authorizes local (i.e., town and county) governments 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

WHEREAS, in order to ensure that the unique and individual character of Lyons and of the rural area within Boulder County outside the Lyons Planning Area (the “LPA”) are preserved, the Parties entered into the Lyons Planning Area Comprehensive Development Plan Intergovernmental Agreement (the “Original Agreement”) effective December 30, 2002, adopting a comprehensive development plan which, *inter alia*, recognizes that delineating the area of potential urbanization within the LPA which would not be interrupted by Boulder County open space, accompanied by a commitment by Lyons for the preservation of the rural character of lands surrounding the LPA within Boulder County, is in the best interest of the citizens of each of the Parties; and

WHEREAS, effective February 7, 2005, the Parties entered into a First Amendment to the Original Agreement (the “First Amendment”), to include a designated portion of the Stone Mountain Lodge property (that portion below the 5,600-foot elevation line) into the LPA; and

WHEREAS, by letter dated October 14, 2009 addressed to the Boulder County Planning Commission and copied to the County’s Board of County Commissioners, the Mayor of the Town of Lyons has requested that three additional properties, which contain existing development and front on the Town of Lyons’ eastern corridor along Ute Highway (also known as U.S. Highway 66 (the “Highway”)), be included within the LPA under the Original Agreement (the “Proposed LPA Inclusion Properties” or “Properties”); and

WHEREAS, the first Proposed LPA Inclusion Property is 4651 Ute Highway (the “Longmont Water Treatment Plant Property”), a seven-acre parcel on the north side of the Highway which, along with the 3-acre parcel to the south of the Highway (at 4652 Ute Highway), constitutes the site of the City of Longmont’s now-decommissioned water treatment plant; and

WHEREAS, the Longmont Water Treatment Plant Parcel is adjacent to the LPA and contains the same existing use as the City of Longmont’s parcel to the south of the Highway, which is already in the LPA; and

WHEREAS, the City of Longmont has requested an amendment to the Original Agreement to include the Longmont Water Treatment Plant Parcel within the LPA, pursuant to a letter addressed to the Boulder County Land Use Department dated December 23, 2009; and

WHEREAS, the second Proposed LPA Inclusion Property (consisting of two parcels) is located at the intersection of the Highway and U.S. 36, at 4497 Ute Highway and 4602 Highland Drive, and contains the existing commercial development known as Gwynne’s Greenhouse (the “Gwynne’s Greenhouse Property”); and

WHEREAS, the Gwynne’s Greenhouse Property is situated at the “gateway entrance” to the Town of Lyons, contains existing commercial development which was present at the time the Original Agreement was signed, and is adjacent to the Longmont Water Treatment Plant Parcel as well as to other properties already within the LPA; and

WHEREAS, the owners of the Gwynne’s Greenhouse Property have requested an amendment to the Original Agreement to include this Property within the LPA, pursuant to _____ *[NOTE TO TOWN: if there is a formal owner request for this inclusion to the LPA, please identify/reference it];* and

WHEREAS, the third Proposed LPA Inclusion Property is the majority of the 18-acre parcel owned by David and Kris Hawkins, which contains an existing residence and is located at 113 Stone Canyon Drive (the “Hawkins Property”); and

WHEREAS, the Original Agreement included a small portion of the Hawkins Property, which is located west of Nolan Road, in the LPA, but the larger portion of the Hawkins Property to the east of Nolan Road was left out of the LPA, hence splitting the Hawkins Property and making it impossible to annex the whole of the Nolan Property as LPA-designated land; and

WHEREAS, David and Kris Hawkins have requested an amendment to the Original Agreement to include the entirety of the Hawkins Property within the LPA, pursuant to a letter addressed to the Boulder County Planning Commission and the Town of Lyons dated October 20, 2009; and

WHEREAS, in making the request for an Original Agreement amendment for the Proposed LPA Inclusion Properties, the Town of Lyons has emphasized that the Properties should have been included within the LPA under the Original Agreement; they are all bordered by or adjacent to existing LPA lands; they are key Highway frontage properties in the context of Lyons' planning efforts for orderly commercial development along the eastern corridor, and are in relatively close proximity to the Town; they were existing developed properties at the time of the Original Agreement, for municipal service uses (the Longmont Water Treatment Plant Property), for commercial use (the Gwynne's Greenhouse Property), and for residential use on a parcel only part of which was originally included in the LPA (the Hawkins Property); and, finally, the Town can efficiently extend services to the Proposed LPA Inclusion Properties and believes that extension of services will contribute to protection of the St. Vrain watershed area; and

WHEREAS, amending the Original Agreement to accommodate the Proposed LPA Inclusion Properties is consistent with the Town of Lyons' planning efforts for appropriate, context-sensitive, commercial development along the eastern corridor, as set forth in Lyons' adopted Comprehensive Plan; and

WHEREAS, the Parties have determined that amending the Original Agreement to accommodate the Proposed LPA Inclusion Properties complies with the discretionary LPA expansion criteria set forth in Section 2.3 of the Original Agreement, in particular Section 2.3.2, which authorizes expansions due to changes in the rural character of the land and where property outside the LPA would be better served by the urban structure and urban services of the Town; and

WHEREAS, in making the foregoing finding, the Parties note that the Longmont Water Treatment Plant Property and Gwynne's Greenhouse Property were not occupied by rural uses at the time of the Original Agreement, and that the Original Agreement mapped the Hawkins Property partly within the LPA, and therefore the Parties conclude that the intent of Section 2.3.2, which was to assure that rural lands at the time of the Original Agreement remain rural (unless otherwise subject to LPA inclusion under the Agreement), is met here; and

WHEREAS, the Parties also have the inherent authority under the Original Agreement to add parcels to the LPA which reasonably should or could have been mapped under that designation in the Original Agreement; and

WHEREAS, once in the LPA, the Proposed LPA Inclusion Properties, except as expressly provided herein, will be subject to all applicable provisions of the Original Agreement, including but not limited to the provisions related to Annexation and Development, and the General Advisory Planning Policies for the LPA, thus ensuring that any future development within the Town of Lyons is consistent with the Original Agreement; and

WHEREAS, the Parties here wish not only to approve the request for the Proposed LPA Inclusion Properties on the basis articulated above, but to lay the groundwork for substantial and cooperative, forthcoming discussions concerning extending or renewing the Original Agreement beyond its current expiration date of December 30, 2012, and

providing for the Town of Lyons' long-term commitment to the Boulder County Countywide Coordinated Comprehensive Development Plan Intergovernmental Agreement (commonly referred to as the "SuperIGA"), as further set forth in this Second Amendment; and

WHEREAS, pursuant to Section 4.2(c) of the Original Agreement, the Parties further wish to provide for the Town's agreement to the County's ability to purchase an approximately 11-acre parcel within the LPA and along the Highway, known as the Ramey property ("Ramey Property"), for County open space, in response to the owner approaching the County regarding possible acquisition of this land; and

WHEREAS, the Parties believe that the County's agreement to accept the Proposed LPA Inclusion Properties, coupled with the Town of Lyons' agreement to allow the County to purchase the Ramey Property for County open space, as well as to establish the basis for substantial and cooperative, forthcoming discussions regarding extending or renewing the Original Agreement, with appropriate amendments, and regarding the Town waiving its right to withdraw from the SuperIGA, together comprise a desirable balance of the Parties' respective goals under the Original Agreement, allowing the Parties to respond to changing circumstances and needs, while still preserving the essential integrity of the LPA, and of the area outside of the LPA which is to remain rural under the County's jurisdiction; and

WHEREAS, the Town of Lyons held a duly noticed public hearing on _____, 2010, to consider this Second Amendment to the Original Agreement, and, based on that hearing and for the reasons articulated above, has approved the Second Amendment as set forth herein; and

WHEREAS, the County's Board of County Commissioners held a duly noticed public hearing on _____, 2010, to consider this Second Amendment to the Original Agreement, and, based on that hearing and for the reasons articulated above, has also approved the Second Amendment as set forth herein.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made, the Parties agree as follows:

1.0 PROPOSED LPA INCLUSION PROPERTIES

The Longmont Water Treatment Plant Property (4651 Ute Highway), the Gwynne's Greenhouse Property (4497 Ute Highway and 4602 Highland Drive), and the portion of the Hawkins Property (113 Stone Canyon Road) east of Nolan Road (which is not now in the LPA), shall all be included within the LPA under the Original Agreement and this Second Amendment. This amended map designation is depicted on the amended Original Agreement map which is attached to and incorporated into this Second Amendment as Exhibit A. *[Note: this map will need to be developed/reviewed/attached.]* No other inclusions of property within the LPA, nor any changes in the overall boundary of the Original Agreement, are made by this Second Amendment.

2.0 LIMITS ON DEVELOPMENT ON HAWKINS PROPERTY

Due to the Hawkins Property containing a portion of the Indian Mountain Natural Landmark Area as designated for preservation on the Boulder County Comprehensive Plan, including the landmark's surrounding 250-foot buffer area, any future structures or development on the Hawkins Property east of Nolan Road shall occur only below the 5,360-foot elevation line. **[NOTE TO TOWN: *please see the attached map illustrating the relationship of this elevation line to the landmark and its buffer.*]** This no-development limitation shall affect this portion of the Hawkins Property whether in the LPA or annexed to the Town under the Original Agreement. Prior to any annexation of the Hawkins Property to the Town of Lyons, the owner of the Property shall grant to the County and to the Town of Lyons 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 any structures or development on this preserved area of the Hawkins Property.

3.0 AMENDED MAP.

The map for the Original Agreement is amended and superseded by the map attached to and incorporated into this Second Amendment as Exhibit A. **[Note again: *this map will need to be developed/reviewed/attached.*]** After adoption of this Second Amendment, Exhibit A hereto shall be used and referred to as the official map of the Original Agreement, unless and until further amended as provided in Section 9.0 ("Amendments") of the Original Agreement.

4.0 TOWN OF LYONS CONSENT FOR COUNTY TO PURCHASE RAMEY PROPERTY FOR OPEN SPACE

Pursuant to Section 4.2(c) of the Original Agreement, the Parties agree that the Ramey Property (an unaddressed, approximately 11-acre parcel located along the Highway and described as a Pt N of Ditch in SW1/4 NE1/4 Sec. 20, T3N, R70W, and assigned Boulder County Parcel Number 120320100003), may be purchased by the County for open space.

5.0 DISCUSSION OF EXTENSION OF TERM OF ORIGINAL AGREEMENT AND RELATED ISSUES.

The Parties acknowledge that the County has requested that the Town agree to a 15-year extension of the term of the Original Agreement (from December 30, 2012 to December 31, 2027) as part of this Second Amendment, but that the Town has expressed reluctance to make this commitment at this time, due to it having a new Board of Trustees, a new Town Administrator, and a newly adopted comprehensive plan. Therefore, the County accepts the Town's offer and commitment to engage in substantial and cooperative discussions with the County, beginning prior to the end of the 2010 calendar year, regarding the extension or renewal of the Original Agreement, including appropriate amendments to update the Original Agreement. Such discussions, without limitation,

will focus on the following topics: (1) addressing the County's concerns with the possible future expansion of the Town, as mapped on the Town's 2010 adopted Comprehensive Plan, beyond the current eastern limits of the LPA as designated in this Second Amendment; (2) establishing a mutually acceptable level of development for any new properties to be included within the LPA, with a view toward ensuring that new development is not over-intensive, and is of an appropriate nature and scale to harmonize with surrounding rural, unincorporated County lands; and (3) considering the Town's waiver of its right under the third paragraph of Section 14 of the SuperIGA, to give written notice (at any time until 90 days prior to the tenth anniversary of the effective date of the SuperIGA) to withdraw as a Party from the SuperIGA effective on that anniversary date. The Parties further agree that they shall make all reasonable efforts to use these discussions as a basis for adopting an extended or renewed Original IGA by the middle of calendar year 2011.

6.0 ORIGINAL AGREEMENT AS AMENDED.

The Original Agreement shall continue in full force and effect in accordance with its terms, except as is expressly amended by the terms of the First Amendment and this Second Amendment.

7.0 COUNTERPART.

This Second Amendment may be executed in any number of counterparts, which together shall constitute the agreement of the Parties.

THIS SECOND AMENDMENT TO THE ORIGINAL AGREEMENT is made and entered into to be effective on the later of the dates of approval by the Town of Lyons or Boulder County (the "Effective Date").

TOWN OF LYONS:

BOARD OF TRUSTEES

By: _____
Mayor or Mayor Pro Tem

Date: _____, 2010

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

COUNTY OF BOULDER: **BOARD OF COUNTY COMMISSIONERS**

By: _____

Date: _____, 2010

Chair

ATTEST:

APPROVED AS TO FORM:

Clerk to the Board

County Attorney

March 11, 2011

Ms. Cynthia Domenico
Mr. Ben Pearlman
Mr. Will Toor
Boulder County Commissioners
Boulder County
P.O. Box 471
Boulder, CO 80306

Dear Commissioners:

On behalf of the Lyons Town Board of Trustees, I would like to take this opportunity to thank you and land use staff for your efforts in attempting to arrive at consensus regarding the current IGA and the amendment that was presented to the Commissioners in October 2009. It is our understanding that the technical aspects of this request have been resolved with the final version attached.

The Board has met and made the decision to request being placed on the Commissioner's agenda as soon as possible to either approve or deny the inclusion of the three parcels into Lyons Planning Area (LPA). We would appreciate confirmation of a time and date within the next few weeks that we can anticipate being on your agenda.

The Board wishes to express their intent to negotiate a renewed Intergovernmental Agreement with Boulder County. While the amendment letter specifies a timeline for negotiations for a renewal, the Town of Lyons would like to go further and present a proposal to Boulder County by June 30, 2011. It is our hope that this alleviates any concerns that Boulder County may have regarding the long-term intention to stay within the IGA framework.

This allows Lyons to move expeditiously on requests from landowners to be included in the planning area since they have been waiting for over a year for a response. In addition, the Town has been approached by several interested parties regarding investments in the eastern corridor. Any further delays may jeopardize this momentum.

Sincerely,

Julie Van Domelen
Mayor

Cc: Lyons Board of Trustees
Dale Case, Boulder Co. Land Use
Gordon Pedrow, City of Longmont
Gwynne Owen
David Hawkins

DOUBLE GATEWAY
TO THE ROCKIES

303.823.6622

303.823.8257

SIXTH DRAFT FOR TOWN OF LYONS
REVIEW 2/11/11

SECOND AMENDMENT TO LYONS PLANNING AREA
COMPREHENSIVE DEVELOPMENT PLAN
INTERGOVERNMENTAL AGREEMENT

THIS SECOND AMENDMENT TO LYONS PLANNING AREA COMPREHENSIVE DEVELOPMENT PLAN INTERGOVERNMENTAL AGREEMENT (the "Second Amendment") by and between the Town of Lyons, a Colorado statutory municipal corporation ("Town," "Lyons," or "Town of Lyons"), and the County of Boulder, a body politic and corporate of the State of Colorado ("County" or "Boulder County") is made to be effective on the Effective Date as defined on the signature page of this Second Amendment. The Town and the County are collectively referred to in this Second Amendment as the "Parties."

WITNESSETH

WHEREAS, § 29-20-101 *et seq.*, C.R.S. as amended, authorizes the Parties 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 specifically authorizes local (i.e., town and county) governments 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

WHEREAS, in order to ensure that the unique and individual character of Lyons and of the real area within Boulder County outside the Lyons Planning Area (the "LPA") are preserved, the Parties entered into the Lyons Planning Area Comprehensive Development Plan Intergovernmental Agreement (the "Original Agreement") effective December 30, 2002, adopting a comprehensive development plan which, *inter alia*, recognizes that delineating the area of potential urbanization within the LPA which would not be interrupted by Boulder County open space, accompanied by a commitment by Lyons for the preservation of the rural character of lands surrounding the LPA within Boulder County, is in the best interest of the citizens of each of the Parties; and

WHEREAS, effective February 7, 2005, the Parties entered into a First Amendment to the Original Agreement (the "First Amendment"), to include a designated portion of the Stone Mountain Lodge property (that portion below the 5,600-foot elevation line) into the LPA; and

WHEREAS, by letter dated October 14, 2009, addressed to the Boulder County Planning Commission and copied to the County's Board of County Commissioners, the Mayor of the Town of Lyons has requested that three additional properties, which contain existing development and front on the Town of Lyons' eastern corridor along Ute Highway (also known as U.S. Highway 66 (the "Highway")), be included within the LPA under the Original Agreement (the "Proposed LPA Inclusion Properties" or "Properties"); and

WHEREAS, the first Proposed LPA Inclusion Property is 4651 Ute Highway (the "Longmont Water Treatment Plant Property"), a seven-acre parcel on the north side of the Highway which, along with the 3-acre parcel to the south of the Highway (at 4652 Ute Highway), constitutes the site of the City of Longmont's now-decommissioned water treatment plant; and

WHEREAS, the Longmont Water Treatment Plant Parcel is adjacent to the LPA and contains the same existing use as the City of Longmont's parcel to the south of the Highway, which is already in the LPA; and

WHEREAS, the City of Longmont has requested an amendment to the Original Agreement to include the Longmont Water Treatment Plant Parcel within the LPA, pursuant to a letter addressed to the Boulder County Land Use Department dated December 23, 2009; and

WHEREAS, the second Proposed LPA Inclusion Property (consisting of two parcels) is located at the intersection of the Highway and U.S. 36, at 4497 Ute Highway and 4602 Highland Drive, and contains the existing commercial development known as Gwynne's Greenhouse (the "Gwynne's Greenhouse Property"); and

WHEREAS, the Gwynne's Greenhouse Property is situated at the "gateway entrance" to the Town of Lyons, contains existing commercial development which was present at the time the Original Agreement was signed, and is adjacent to the Longmont Water Treatment Plant Parcel as well as to other properties already within the LPA; and

WHEREAS, the owners of the Gwynne's Greenhouse Property have requested an amendment to the Original Agreement to include this Property within the LPA, pursuant to an email addressed to Boulder County Planning Commission and Town of Lyons dated November 3, 2010; and

WHEREAS, the third Proposed LPA Inclusion Property is the majority of the 18-acre parcel owned by David and Kris Hawkins, which contains an existing residence and is located at 113 Stone Canyon Road (the "Hawkins Property"); and;

WHEREAS, the Original Agreement included a small portion of the Hawkins Property, which is located west of Nolan Road, in the LPA, but the larger portion of the Hawkins Property to the east of Nolan Road was left out of the LPA, hence splitting the Hawkins Property and making it impossible to annex the whole of the Nolan Property as LPA-designated land; and

WHEREAS, David and Kris Hawkins have requested an amendment to the Original Agreement to include the entirety of the Hawkins Property within the LPA, pursuant to a letter addressed to the Boulder County Planning Commission and the Town of Lyons dated October 20, 2009; and

WHEREAS, in making the request for an Original Agreement amendment for the Proposed LPA Inclusion Properties, the Town of Lyons has emphasized that the Properties should have been included within the LPA under the Original Agreement; they are all bordered by or adjacent to existing LPA lands; they are key Highway frontage properties in the context of Lyons' planning efforts for orderly commercial development along the eastern corridor, and are in relatively close proximity to the Town; they were existing developed properties at the time of the Original Agreement, for municipal service uses (the Longmont Water Treatment Plant Property), for commercial use (the Gwynne's Greenhouse Property), and for residential use on a parcel only part of which was originally included in the LPA (the Hawkins Property); and, finally, the Town can efficiently extend services to the Proposed LPA Inclusion Properties and believes that extension of services will contribute to protection of the St. Vrain watershed area; and

WHEREAS, amending the Original Agreement to accommodate the Proposed LPA Inclusion Properties is consistent with the Town of Lyons' planning efforts for appropriate, context-sensitive, commercial development along the eastern corridor, as set forth in Lyons' adopted Comprehensive Plan; and

WHEREAS, the Parties have determined that amending the Original Agreement to accommodate the Proposed LPA Inclusion Properties complies with the discretionary LPA expansion criteria set forth in Section 2.3 of the Original Agreement, in particular Section 2.3.2, which authorizes expansions due to changes in the rural character of the land and where property outside the LPA would be better served by the urban structure and urban services of the Town; and

WHEREAS, in making the foregoing finding, the Parties note that the Longmont Water Treatment Plant Property and Gwynne's Greenhouse Property were not occupied by rural uses at the time of the Original Agreement, and that the Original Agreement mapped the Hawkins Property partly within the LPA, and therefore the Parties conclude that the intent of Section 2.3.2, which was to assure that rural lands at the time of the Original Agreement remain rural (unless otherwise subject to LPA inclusion under the Agreement), is met here; and

WHEREAS, the Parties also have the inherent authority under the Original Agreement to add parcels to the LPA which reasonably should or could have been mapped under that designation in the Original Agreement; and

WHEREAS, once in the LPA, the Proposed LPA Inclusion Properties, except as expressly provided herein, will be subject to all applicable provisions of the Original Agreement, including but not limited to the provisions related to Annexation and Development, and the General Advisory Planning Policies for the LPA, thus ensuring that any future development within the Town of Lyons is consistent with the Original Agreement; and

WHEREAS, the Parties here wish not only to approve the request for the Proposed LPA Inclusion Properties on the basis articulated above, but to lay the groundwork for substantial and cooperative, forthcoming discussions concerning extending or renewing

the Original Agreement beyond its current expiration date of December 30, 2012, and - consideration of the Town of Lyons' long-term commitment to the Boulder County Countywide Coordinated Comprehensive Development Plan Intergovernmental Agreement (commonly referred to as the "Super IGA"), as further set forth in this Second Amendment; and

~~WHEREAS, pursuant to Section 4.2(c) of the Original Agreement, the Parties further wish to provide for the Town's agreement to the County's ability to purchase an approximately 11 acre parcel within the LPA and along the Highway, known as the Ramey property ("Ramey Property"), for County open space, in response to the owner approaching the County regarding possible acquisition of this land; and~~

~~WHEREAS, the Parties believe that the County's agreement to accept the Proposed LPA Inclusion Properties, coupled with the Town of Lyons' agreement to allow the County to purchase the Ramey Property for County open space, as well as to establish the basis for substantial and cooperative, forthcoming discussions regarding extending or renewing the Original Agreement, with appropriate amendments; and regarding the Town waiving its right to withdraw from the Super IGA, together comprise a desirable balance of the Parties' respective goals under the Original Agreement, allowing the Parties to respond to changing circumstances and needs, while still preserving the essential integrity of the LPA, and of the area outside of the LPA which is to remain rural under the County's jurisdiction; and~~

WHEREAS, the Town of Lyons Board of Trustees held a duly noticed public hearing on _____, 2011, to consider this Second Amendment to the Original Agreement, and, based on that hearing and for the reasons articulated above, has approved the Second Amendment as set forth herein; and

WHEREAS, the County's Board of County Commissioners held a duly noticed public hearing on _____, 2011, to consider this Second Amendment to the Original Agreement, and, based on that hearing and for the reasons articulated above, has also approved the Second Amendment as set forth herein.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made, the Parties agree as follows:

1.0 PROPOSED LPA INCLUSION PROPERTIES

The Longmont Water Treatment Plant Property (4651 Ute Highway), the Gwynne's Greenhouse Property (4497 Ute Highway and 4602 Highland Drive), and the portion of the Hawkins Property (113 Stone Canyon Road) east of Nolan Road (which is not now in the LPA), shall all be included within the LPA under the Original Agreement and this Second Amendment. The Proposed LPA Inclusion Properties are depicted on the map which is attached to and incorporated into this Second Amendment as Exhibit A. No other inclusions of property within the LPA, nor any changes in the overall boundary of the Original Agreement, are made by this Second Amendment.

2.0 LIMITS ON DEVELOPMENT ON HAWKINS PROPERTY

Due to the Hawkins Property containing a portion of the Indian Mountain Natural Landmark Area as designated for preservation on the Boulder County Comprehensive Plan, including the landmark's surrounding 250 foot buffer area, any future structures or development on the Hawkins property east of Nolan Road shall occur only outside the contiguous area labeled as "Hatched No Development Area" on the attached Exhibit B. This no-development limitation shall affect this portion of the Hawkins Property whether in the LPA or annexed to the Town under the Original Agreement. Prior to final plat recordation or other final approval for any development on the Hawkins Property, the owner of the Property shall grant to the County and to the Town of Lyons 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 any structures on this preserved area of the Hawkins property.

3.0 AMENDED MAPS.

The map for the Original Agreement is amended and superceded ~~supplemented~~ by the maps attached to/ and incorporated into this Second Amendment as Exhibits A and B.

~~4.0 TOWN OF LYONS CONSENT FOR COUNTY TO PURCHASE RAMEY PROPERTY FOR OPEN SPACE~~

~~Pursuant to Section 4.2(c) of the Original Agreement, the Parties agree that the Ramey Property (an unaddressed, approximately 11 acre parcel located along the Highway and assigned Boulder County Parcel Number 120320100003) may be purchased by the County for open space.~~

5.0 DISCUSSION OF EXTENSION OF TERM OF ORIGINAL AGREEMENT AND RELATED ISSUES.

The Parties acknowledge that the County has requested that the Town agree to a 15-year extension of the term of the Original Agreement (from December 30, 2012 to December 31, 2027) as part of this Second Amendment, but that the Town has expressed reluctance to make this commitment at this time, due to it having a new Board of Trustees, a new Town Administrator, and a newly adopted comprehensive plan. Therefore, the County accepts the Town's offer and commitment to engage in substantial and cooperative discussions with the County, beginning during the first quarter of the 2011 calendar year, regarding the extension or renewal of the Original Agreement, including appropriate amendments to update the Original Agreement.

Such discussions, without limitation, will focus on the following topics: (1) addressing the County's concerns with the possible future expansion of the Town, as mapped on the Town's 2010 adopted Comprehensive Plan, beyond the current eastern limits of the LPA as designated in this Second Amendment; (2) establishing a mutually acceptable level of development for any new properties to be included within the LPA, with a view toward ensuring that new development is not over-intensive, and is of an appropriate nature and scale to harmonize with surrounding rural, unincorporated County lands; (3) considering the Town's waiver of its right under the third paragraph of Section 14 of the SuperIGA, to

give written notice (at any time until 90 days prior to the tenth anniversary of the effective date of the SuperIGA) to withdraw as a Party from the SuperIGA effective on that anniversary date; (4) exploring the formation of a St. Vrain River Corridor Task Force, (5) committing to conduct a trail and highway assessment within an area of mutual interest to be determined; and (5) discussing potential use of County property as a site for relocation of the Town's waste water treatment plant. The Parties further agree that they shall make all reasonable efforts to use these discussions as a basis for adopting an extended or renewed Original IGA by the end of the second quarter of calendar year 2011.

6.0 ORIGINAL AGREEMENT AS AMENDED.

The Original Agreement shall continue in full force and effect in accordance with its terms, except as is expressly amended by the terms of the First Amendment and this Second Amendment.

7.0 COUNTERPART.

This Second Amendment may be executed in any number of counterparts, which together shall constitute the agreement of the Parties.

THIS SECOND AMENDMENT TO THE ORIGINAL AGREEMENT is made and entered into to be effective on the later of the dates of approval by the Town of Lyons or Boulder County (the "Effective Date").

TOWN OF LYONS:

BOARD OF TRUSTEES

By: _____
Mayor or Mayor Pro Tem

Date: _____, 2011

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

COUNTY OF BOULDER:

BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

Date: _____, 2011

ATTEST:

APPROVED AS TO FORM:

Clerk to Board

County Attorney



Office of the County Attorney

Post Office Box 471 • Boulder, Colorado 80306
Phone: (303) 441-3190 • Fax: (303) 441-4794 • E-Mail: ca@co.boulder.co.us

MEMORANDUM

To: Carolyn Dulchinos, Commissioner's Office

From: Allison Taylor

Re: Lyons Planning Area CDP IGA and Comprehensive Development Plan IGA (City and County of Boulder)

Date: March 11, 2003

Please find enclosed the original IGA's for the **Lyons Planning Area CDP**, dated December 30, 2002; and the **Comprehensive Development Plan IGA** (City and County of Boulder), dated July 15, 2002.

Copies of the IGA's have been distributed to the following parties for their use:

Barbara Andrews, County Attorney's Office
Graham Billingsley, Land Use
H. Hoyt, County Attorney
Robert Lamb, Finance Services Division
Conrad Lattes, County Attorney's Office (IGA Binders)
Ben Pearlman, Parks & Open Space Department
Mike Ryder, Commissioner's Office
Ron Stewart, Parks and Open Space

Thank you.

**LYONS PLANNING AREA
COMPREHENSIVE DEVELOPMENT PLAN
INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT ("Intergovernmental Agreement") by and between the Town of Lyons, a Colorado statutory municipal corporation ("Lyons" or "Town of Lyons"), and the County of Boulder, a body politic and corporate of the State of Colorado ("County" or "Boulder County") is made to be effective on the Effective Date as defined on the signature page of this Intergovernmental Agreement. The Town and the County are collectively referred to in this Intergovernmental Agreement as the "Parties."

WITNESSETH

WHEREAS, § 29-20-101 *et seq.*, C.R.S. as amended, authorizes the Parties 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 specifically authorizes local (i.e., town and county) governments 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

WHEREAS, in order to ensure that the unique and individual character of Lyons and of the rural area within Boulder County outside the Lyons Planning Area (hereinafter the "LPA") are preserved, the Parties believe that a comprehensive development plan which recognizes the area of potential urbanization within the LPA which would not be interrupted by Boulder County open space, accompanied by a commitment by Lyons for the preservation of the rural character of lands surrounding the LPA within Boulder County, is in the best interest of the citizens of each of the Parties; and

WHEREAS, the Parties acknowledge that this Intergovernmental Agreement may control or limit the County's authority over some properties within the County's jurisdiction but that such control or limitation is justified due to the fact that such properties are currently served by Town-owned municipal utilities, are bound by service agreements between the property owners and the Town, and/or such properties are located within areas specially affecting the Town's interests, including but not limited to entry corridors and areas of special impact upon Town resources; and

WHEREAS, the Parties find that the acquisition of open space by Boulder County within the LPA does not serve the public interest in that Lyons's plan for infrastructure and other services to the LPA should occur without unanticipated interruptions brought by open space purchases within the LPA; and

WHEREAS, the Parties find that providing for the area outside the LPA within Boulder County to remain as rural in character through the term of this Intergovernmental Agreement for the purpose of preserving a community buffer serves the economic and



civic interest of their citizens and meets the goals of the Boulder County Comprehensive Plan; and

WHEREAS, consistent with the municipal annexation, utility services, and land use laws of the State of Colorado, this Intergovernmental Agreement including, specifically, the annexation and open space portions hereof, is 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; and

WHEREAS, the functions described in this Intergovernmental 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; and

WHEREAS, § 29-1-201, *et seq.*, C.R.S., as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, § 18(2); and

WHEREAS, the Parties have each held hearings after proper public notice for the consideration of entering into this Intergovernmental Agreement and the adoption of a comprehensive development plan for the subject lands, hereinafter referred to as the "Lyons Planning Area," as shown on the map attached as Exhibit A; and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement in order to plan for the use of the lands within the Lyons Planning Area through joint adoption of a mutually binding and enforceable comprehensive development plan.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

1.0 LYONS PLANNING AREA (LPA) COMPREHENSIVE DEVELOPMENT PLAN.

- 1.1. This Intergovernmental Agreement, including the Map attached to this Intergovernmental Agreement as Exhibit A, is hereby adopted by the Parties as the Lyons Planning Area (LPA) Comprehensive Development Plan (the "Plan"). The Plan shall govern and control the Lyons Planning Area which is defined as the unincorporated area of Boulder County as shown on Exhibit A, or as subsequently amended in accordance with this Intergovernmental Agreement.



- 1.2. The Map identifies, designates, and defines an area to be known as the Lyons Planning Area. For purposes of this Intergovernmental Agreement, reference to this area shall have the meaning provided by the Map.

2.0 EXPANSION OF THE LPA.

- 2.1 During the term of this Intergovernmental Agreement, the Town of Lyons shall expand the LPA within Boulder County only pursuant to mutual agreement of the Parties and the amendment of Exhibit A in accordance with this Intergovernmental Agreement. Any expansion of the LPA shall include only properties for which 1/6th of the property's perimeter or outer boundary is contiguous with the then-existing LPA boundary. An expansion shall not be accomplished by the use of a "flagpole" to gain the contiguity necessary to expand the LPA. An expansion of the LPA shall not create or result in an "enclave" (a parcel of land located outside of the LPA but surrounded by property within the LPA).
- 2.2 The following circumstances or events *shall* constitute sufficient grounds for an expansion of the LPA by the Town Board of Trustees and the Board of County Commissioners pursuant to section 2.2:
 - 2.2.1 Expansion(s) necessary to implement any intergovernmental agreement between the Town and Boulder County that provides for a program of transferable development rights (TDR). Expansion shall be authorized to create receiving sites and/or sending sites in accordance with any intergovernmental agreement.
 - 2.2.2 Expansion(s) necessary to include or annex property owned by the Town of Lyons and which is actively used by the Town for the provision or delivery of municipal services including but not limited to park or public recreational areas, water and wastewater treatment facilities, water diversion structures, and water storage tanks.
- 2.3 The following circumstances or events *may* form the basis of eligibility and justify a request for the consideration by the Parties of an expansion of the LPA by the Parties pursuant to section 2.2:
 - 2.3.1 Expansion(s) necessary to accommodate inclusion into the Town of Lyons a "major industrial or commercial development" where the parties determine that land inside the LPA does not meet the needs of such development. A "major industrial or commercial development" shall include a non-residential development that is projected to provide permanent or regular employment opportunities for 50 or more persons and/or potential or estimated tax or other revenue to the Town greater than or equal to any existing industrial or commercial enterprise within the Town of



Lyons. A "major industrial or commercial development" must demonstrate that factors other than land price preclude locating the development within the LPA, such as but not limited to lack of adequate sized sites, truck access, or utilities.

- 2.3.2 Expansion(s) due to changes in the rural character of the land (e.g., conversion of agricultural or other rural lands to residential subdivisions) where the property outside the LPA would be better served by the urban structure and urban services of the Town of Lyons and/or the property outside of the LPA utilizes services of the Town of Lyons.
- 2.3.3 Expansion(s) necessary to permit the annexation of enclaves of more than one home site per five (5) acres where the provision of municipal infrastructure and services from the Town of Lyons would be more beneficial to property owners. For purposes of this subparagraph, an "enclave" is a an unincorporated parcel of land that is completely surrounded by property within the corporate limits of the Town of Lyons.

3.0 ANNEXATION AND DEVELOPMENT OF PROPERTY.

3.1 Land Within the LPA.

- 3.1.1 The Town of Lyons may annex into its corporate boundaries any and all property located within the LPA in accordance with state and local laws governing the exercise of the power of annexation. By authorizing the execution of this Intergovernmental Agreement, Boulder County finds and declares that a community of interest exists between all property located within the area designated as the LPA and the Town of Lyons.
- 3.1.2 Boulder County represents that it has not designated within the LPA as of the Effective Date of this Intergovernmental Agreement any open space by an adopted Boulder County land use plan and Boulder County shall not actively pursue open space acquisitions within the LPA. Boulder County shall not identify areas within the LPA as subject to open space acquisition without the mutual consent of the Town of Lyons.
- 3.1.3 Any property which is disconnected from the Town of Lyons after the effective date of this Intergovernmental Agreement (whether currently located within the municipal limits of the Town of Lyons or later annexed into the Town of Lyons after the effective date of this Intergovernmental Agreement) shall continue to be within the LPA for purposes of this Intergovernmental Agreement unless excluded

from the LPA by the Parties' amendment of this Intergovernmental Agreement.

3.1.4 Land within the LPA and under the regulatory jurisdiction of Boulder County (not annexed into the Town of Lyons) shall not be approved for development by Boulder County unless and until the application for such development is submitted to the Town and such application receives approval or conditional approval of the application for development from the Board of Trustees prior to approval by Boulder County. For purposes of this paragraph, "application for development" means and includes any proposal by a person or entity to rezone or subdivide property located in whole or in part within the LPA.

3.2 Land Outside of the LPA.

3.2.1 The area outside the LPA is intended to remain in Boulder County's regulatory jurisdiction for the term of this Intergovernmental Agreement, unless otherwise provided by an amendment of this Intergovernmental Agreement.

3.2.2 The Town of Lyons may annex lands outside of the LPA into the Town's corporate limits only pursuant to mutual agreement of the Parties. By authorizing the execution of this Intergovernmental Agreement, the Town's Board of Trustees finds and determines that there is no community of interest between areas located outside of the LPA and the Town of Lyons. The Town of Lyons shall promptly notify Boulder County of any and all instances in which they receive an application for annexation of land outside the LPA within Boulder County.

4.0 OPEN SPACE.

4.1 Any of the lands located outside the LPA may be acquired as open space by either of the Parties or at the direction of the Town or County. For purposes of this Intergovernmental Agreement, "open space" shall mean property owned and controlled by the Town of Lyons, Boulder County, a quasi-governmental authority created by mutual agreement of the Town and County, or a non-profit corporation whose primary purpose is the ownership, control, and management of undeveloped property for land conservation and the reservation of land from development. "Open space" may include lands used or devoted to non-intensive recreational activities such as but not limited to hiking, bicycling, equestrian activities, and wildlife viewing. With the mutual agreement of the parties, "open space" may include: (a) public parkland (sod, landscaping, improved bike trails, playing fields, and related gravel or modestly-improved parking facilities); and/or (b) the construction of single story structures not greater



than 400 square feet in floor area designed to provide temporary protection from the weather for visitors to the open space. "Open space" shall not include lands used for or devoted to motorized recreational vehicles.

- 4.2 Boulder County agrees that for the term of this Intergovernmental Agreement it will not purchase or otherwise acquire any of the lands within the LPA for open space purposes, excepting only: (a) those lands which are designated as "open space" on the Town of Lyons Comprehensive Plan or otherwise changed to open space pursuant to an amendment of the Town of Lyons Comprehensive Plan; and (b) those lands which are on the Effective Date of this Intergovernmental Agreement under contract or for which a letter of intent has been sent to the owner and which have been referred to the Town of Lyons; and (c) those lands designated by mutual agreement of the Town's Board of Trustees and the Boulder County Commissioners as appropriate for purchase or acquisition for open space. Nothing in this section is intended to affect the continued ownership and maintenance of open space lands within the LPA which are owned by Boulder County, are currently under a contract for purchase by Boulder County, or for which a letter of intent has been sent to the owner and which have been referred to the Town for comment.

5.0 TOWN OF LYONS UTILITIES.

- 5.1 It will be necessary for the Town to seek additional water supplies, water storage, and water and sewer transportation and treatment facilities, both within and without the Lyons Planning Area. The areas designated in the Map portion of Exhibit A as the LPA shall be deemed to be the Town's "Service Area" for all purposes, including, but not limited to, Boulder County's Regulations of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code. To the extent such supplies and facilities are necessary to serve development within the LPA which is consistent with the provisions of this Intergovernmental Agreement, the County agrees to use its best efforts in good faith to take action under any permitting requirements without undue delay, recognizing applications for such permits as being in conformance with this Comprehensive Development Plan and Intergovernmental Agreement.
- 5.2 To this end, the County agrees that the Town, in applying for such permits under the provisions of the Regulation of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code, shall not be required to demonstrate compliance with the following provisions of said Regulation, where the proposed utility development will serve only lands within the LPA: Section 8-511(B)(3), (10), and (13), (C)(1) and (C)(2)(a), (D) and (E). The County through the Board of County Commissioners finds, pursuant to Section 8-504 of the Boulder County Land Use Code, that this intergovernmental agreement shall serve in lieu of review of



permit applications under those regulations of Article 8, Section 5 of the County Land Use Code which are limited herein, to the extent of such limitations.

6.0 IMPLEMENTATION PROCEDURES.

- 6.1 A plan amendment, agreed to by both the Town and County, must occur in order to annex, allow any use or development, or acquire for open space any parcel within the Lyons Planning Area where such annexation, use or development, or acquisition does not comply with the Plan.
- 6.2 The Parties each agree to undertake all steps to adopt procedures, plans, policies, and ordinances or other regulations as may be necessary to implement and enforce the provisions of this Plan. The Parties agree that in adopting such procedures, plans, policies, ordinances or regulations, each will give the other Party sufficient advance notice of such action as will enable such Party, if it so desires, to comment upon the planned actions of that Party. Sufficient advance notice shall generally mean notice delivered to the other party fifteen (15) days before the date of any public hearing or, where no public hearing will be conducted, before any deadline for the submission of public comment.

7.0 REFERRALS.

- 7.1 The Town shall refer in writing to the County:
 - 7.1.1. Any application for annexation;
 - 7.1.2. Any proposed amendment to the Town of Lyons Comprehensive Plan;
 - 7.1.3. Any proposed acquisition of land for open space within the LPA initiated by the Town or by any other person or entity at the direction or request of the Town.
- 7.2 The County shall refer in writing to the Town:
 - 7.2.1. Any application for zoning, rezoning, subdivision, PUD, replat, special use, limited impact special use, vacation, or development (including site plan reviews) for any lot, tract, easement, rights-of-way or parcel within the LPA;
 - 7.2.2. Any proposed amendment to the Boulder County Comprehensive Plan affecting any lot, tract, or parcel within the LPA;
 - 7.2.3. Any proposed acquisition of land for open space within the LPA initiated by the County or by any other person or entity at the direction or request of the County.



- 7.3 For any application or proposal required by section 7.1 or 7.2 to be referred, no action shall be taken on such application or proposal by the referring Party until the receiving Party has been provided a reasonable opportunity to respond concerning the proposal's conformity to this Plan and any other land use concerns, provided those comments are made within existing state and local regulations regarding the processing of the application. For purposes of this section, a "reasonable opportunity to respond" shall mean:
- 7.3.1. For any application for annexation of ten acres or less, at least fourteen (14) days from the date of receipt of the referral or such lesser time as may be required by applicable state statute.
 - 7.3.2. For any application for annexation of more than ten acres, at least thirty (30) days from the date of receipt of the referral or such lesser time as may be required by applicable state statute.
 - 7.3.3. For any proposal for amendment of a comprehensive plan or land use plan, at least thirty (30) days from the date of the referral.
 - 7.3.4. For any proposal for acquisition of open space, at least thirty (30) days from the date of the referral.
 - 7.3.5. For site plan reviews, eighteen (18) days from the date of the referral.
 - 7.3.6. For limited impact special uses, exemption plats, subdivision and vacations, fifteen (15) days from the date of the referral.
 - 7.3.7. For all other dockets, thirty-five (35) days from the date of the referral.
- 7.4 Failure to timely respond within the time allotted for comment by section 7.3 shall entitle the referring party to assume that the receiving party has no comment concerning the application or proposal.
- 7.5 For any application or proposal required to be referred by section 7.1 or 7.2, the referring party shall use its best efforts to keep the other party apprised of the status of each application or proposal, including but not limited to, mailing to the other party notices of public hearings and meetings, staff reports, public memoranda concerning the status of the application or proposal, and notification of other activities and events associated with the processing of the application or proposal. Upon any final decision concerning the application or proposal, the referring party shall notify the other party in writing of the final decision including a general summary of any terms, conditions, or other details of the decision.

8.0 GENERAL ADVISORY PLANNING POLICIES FOR THE LPA.

- 8.1 The Parties understand and agree that the Town of Lyons will likely, over time, extend its municipal boundaries to incorporate properties within the LPA into the Town of Lyons. As a result, the County's future land use planning and approval of development of properties within the LPA will affect the Town's ability to ensure that the use and development of these properties is undertaken in a manner that is compatible with the Town's policies, goals, and objectives.
- 8.2 In order to best protect and enhance the Town's ability to coordinate its future growth into the LPA, the Parties hereby adopt the following *advisory* goals and objectives to assist in the future planning and approval of land development for properties located within the LPA and outside of the Town of Lyons' municipal boundaries. The Parties intend by these policies to generally identify goals and objectives are intended to guide the Parties' development of policies which shall be reflected, only as deemed appropriate by the governing jurisdiction, in ordinances and resolutions affecting land use decision-making. As of the Effective Date of this Intergovernmental Agreement, the Parties each generally concur with the following policies; however, the subsequent adoption of ordinances or resolutions that may conflict with or fail to conform to these policies shall not necessitate an amendment of this Intergovernmental Agreement.
- 8.2.1 Boulder County supports the Town of Lyons Comprehensive Plan (adopted 1998) and the Town of Lyons Parks Opens Space and Trails Plan (adopted 1999) with regard to these plans goals, objectives, and policies for development within the LPA.
- 8.2.2 To the extent possible, the future subdivision of land within the unincorporated areas of the County neighboring the LPA should be restricted to the creation of lots of a minimum of 35 acres in size in order to limit the impacts of development upon the municipal services of the Town of Lyons.
- 8.2.3 To the extent possible, zoning classifications of property land within the unincorporated areas of the County neighboring the LPA should limit the density of land development to one (1) unit or use for each 35 acres of land and/or authorize the clustering of units together with the preservation of land from development at a total density of not more than two (2) units for each 35 acres of land or, where applicable, not more than three (3) units for each 35 acres of land pursuant to Article 6-700 H (h) (4) of the Boulder County Land Use Code.
- 8.2.4 To the extent possible during future land use development approval processes, visual and environmental impacts of existing platted

development should be mitigated, particularly along Eagle Ridge and Steamboat Mountain. Mitigation should include, but not be limited to measures designed to protect against ridgeline and hillside visual intrusions. Intrusions.

- 8.2.5 The protection of the following areas from development through the use of programs such as transferable development rights (TDR), open space acquisition, and conservation easements should be considered a priority:
- (A) Steamboat Mountain.
 - (B) The former Ideal Cement Plant Site (critical riparian area) immediately east of the Town of Lyons.
- 8.2.6 A significantly-sized open space buffer should be established between the LPA and the City of Longmont.
- 8.2.7 The Parties should readily share geographic information system data and maps for the purpose of identifying natural features for protection and preservation, such as floodplain areas, ridgelines, steep slopes, important wildlife habitat and riparian areas, and prominent view corridors.
- 8.2.8 The protection of the aesthetic values and mitigation of the adverse impacts associated with development of properties along the entry corridors to the Town of Lyons (State Highways 36, 66, and 7, and, importantly, the intersection of State Highway 36 & 66) is a priority for the future development of the Town of Lyons. "Strip commercial" development must be avoided along these entry corridors. These properties should be designated for low intensity residential or agricultural uses and developed for commercial or industrial uses only in accordance with uniform design standards approved by the Parties to control and minimize the visual impact of future and existing uses, including but not limited to standards governing setbacks, landscaping, signage, parking location and buffering, and architectural styles.
- 8.2.9 Protect existing commercial and industrial businesses within the Town of Lyons by considering the impacts upon existing businesses caused by planned commercial and industrial uses within the LPA and outside of the Town of Lyons.
- 8.2.10 Recreational trails and bicycle, pedestrian, and equestrian connections along the following routes should be encouraged and pursued through acquisition, grants, gifts, dedication, and other means:

- (A) St. Vrain River east of the Town of Lyons connecting to the City of Longmont and Boulder Reservoir.
 - (B) Both the North St. Vrain and the South St. Vrain west of the Town of Lyons linking Boulder County Open Space areas (including specifically the Hall Ranch, Heil Ranch, Rabbit Mountain, and Antelope Trail Head).
- 8.2.11 Preserve areas outside of the Longmont Planning Area (as described in the intergovernmental agreement between Boulder County and the City of Longmont) in a rural character and for the purpose of preserving an open space buffer between the Town of Lyons and the City of Longmont.
 - 8.2.12 Preserve the James and Toteve Open Space and Dowe Flats conservation easements.
 - 8.2.13 The Parties should jointly cooperate in identifying and assessing transportation issues affecting the Parties for State Highway 36 and 66 and, to the extent possible, work with the Colorado Department of Transportation in developing a plan to address such issues.
 - 8.2.14 Programs to improve bus service between the Town of Lyons, its neighboring communities, and Boulder County destinations (such as the Cities of Boulder and Longmont and other employment centers) should be jointly pursued by the Parties.
 - 8.2.15 Programs to enhance opportunities for senior housing and affordable housing within the Town of Lyons and the LPA should be jointly pursued by the Parties.
 - 8.2.16 The Parties may, individually or jointly, prepare land use regulations consistent with this Intergovernmental Agreement and with the parties' master or comprehensive plans for the regulation of property outside of the Town of Lyons but within the LPA.
 - 8.2.17 Where appropriate and feasible, Boulder County and Town of Lyons shall work together to resolve or address any issues of mutual interest or concern as proposed by either party.

9.0 AMENDMENTS.

This Plan contains the entire agreement between the Parties. Any proposed amendment of the Plan affecting the jurisdiction over lands or the development regulation of lands must be referred to the other Party by the Regulatory Party. The "Regulatory Party" shall mean the Party having final land use or annexation approval jurisdiction, as the context requires. Amendment of the Plan shall take



place only upon approval by resolution or ordinance adopted by the governing body of each of the Parties, after notice and hearing as may be required by law. The Regulatory Party shall not approve nor permit any development or change of use of any parcel in the Lyons Planning Area by any means in a manner inconsistent with this Intergovernmental Agreement until and unless the Plan has been amended so that the proposed development or use of such parcel is consistent with the Plan.

10.0 NON-SEVERABILITY.

If any portion of this Intergovernmental 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 Intergovernmental Agreement shall be terminated, it being the understanding and intent of the Parties that every portion of the Intergovernmental Agreement is essential to and not severable from the remainder.

11.0 BENEFICIARIES.

The Parties, in their corporate and representative governmental capacities, are the only entities intended to be the beneficiaries of the Intergovernmental Agreement, and no other person or entity is so intended.

12.0 ENFORCEMENT.

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

13.0 DEFENSE OF CLAIMS/INDEMNIFICATION.

If any person allegedly aggrieved by an provision of the Intergovernmental Agreement and is who not a Party to the Intergovernmental Agreement should bring any claim against any Party concerning such Intergovernmental Agreement provision, Boulder County shall, and any other Party may, defend such claim upon receiving timely and appropriate notice of pendency of such claim. Defense costs shall be paid by the Party providing such defense.

In the event that any person not a Party to the Intergovernmental Agreement should obtain a final money judgment against any Party who is the Regulatory Party for the diminution in value of any regulated parcel resulting from regulations in the Intergovernmental Agreement or regulations adopted by such Party implementing the Intergovernmental Agreement, Boulder County shall, to the extent permitted by law, indemnify such Party for the amount of said judgment.



14.0 GOVERNING LAW AND VENUE.

This Intergovernmental Agreement shall be governed by the laws of the State of Colorado and venue shall lie in the appropriate court(s) for Boulder County, Colorado.

15.0 TERM.

This Agreement shall remain in effect for a period of ten (10) years from the effective date, unless otherwise terminated earlier by agreement of all the Parties.

16.0 PARTY REPRESENTATIVES.

Referrals made under the terms of this Agreement shall be sent to the Parties' representatives as follows:

<u>Entity:</u>	<u>Representative:</u>
County of Boulder	Director, Land Use Department P.O. Box 471 Boulder, Colorado 80306
Town of Lyons	Town Administrator P.O. Box 49 432 Fifth Avenue Lyons, Colorado 80540

Name and address changes for representatives shall be made in writing and mailed to the other representatives at the then current address.

16.0 **COUNTERPART.** This Intergovernmental Agreement may be executed in any number of counterparts which together shall constitute the agreement of the Parties.

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Page: 14 of 15
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THIS AGREEMENT is made and entered into to be effective on the later of the dates of approval by the Town of Lyons or Boulder County (the "Effective Date").

TOWN OF LYONS

Board of Trustees

By: Dick Linsch
Mayor or Mayor Pro Tem

Date: December 19, 2002

ATTEST:

Debra K Anthony
Town Clerk

APPROVED AS TO FORM:

Pontia
Town Attorney

COUNTY OF BOULDER

Board of County Commissioners

Jana L. Mendez
Chairperson

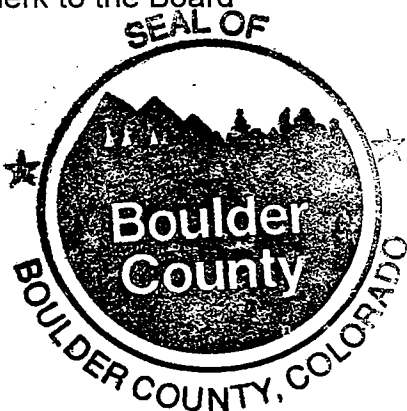
Date: 12/30/2002, 2002

ATTEST:

Susan M. Ashurst
Clerk to the Board

APPROVED AS TO FORM:

H. Lawrence Byt
County Attorney





2395078

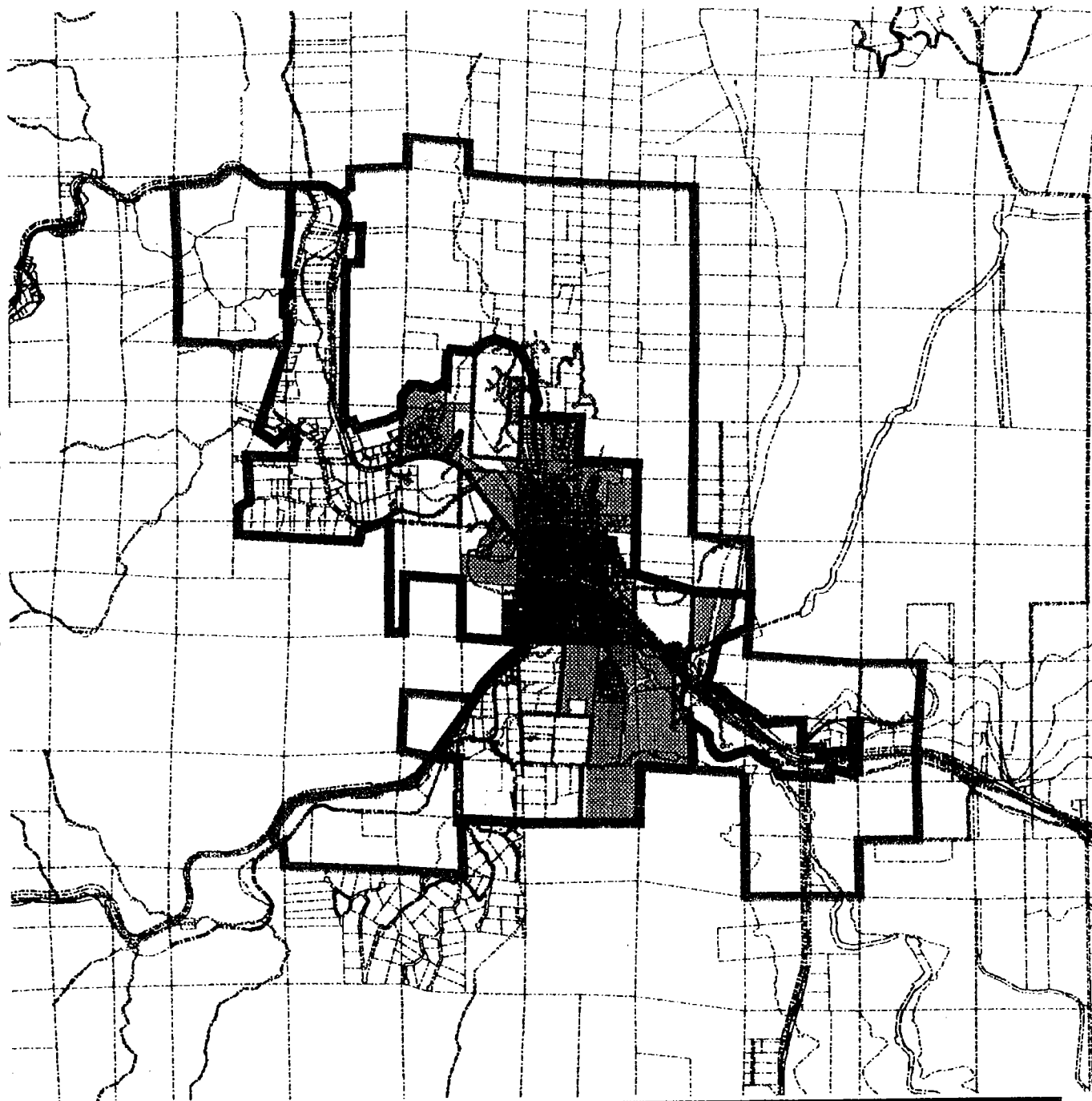
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Boulder County Clerk, CO AG

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June 2002

IGA Boundary Definitions

- City Limits
- Lyons Planning Area (LPA)
- Planning Boundary

Land Use Categories

- | | |
|------------------|---------------------------------------|
| River / Drainage | Medium / Institutional |
| Strategic Area | Site Use Area |
| Light Industry | Boulder County Residential Open Space |
| Town Residential | Transportation Area |
| Commercial | |

3000 0 3000 Feet



Lyons, Colorado

PLANNING AREAS

Lyons/Boulder County IGA
(as per Lyons BOT Res.2002.48)



OFFICE OF THE COUNTY ATTORNEY

H. Lawrence Hoyt, County Attorney

P.O. Box 471, Boulder, CO 80306-0471

Phone: 303-441-3190

FAX: 303-441-4794

e-mail: lhoyt@co.boulder.co.us

Date: March 22, 2005
From: Allison Taylor, Legal Assistant *at*
To: Carolyn Dulchinos, Commissioners' Office
Subject: First Amendment to Lyons Planning Area CDP IGA

Enclosed for your records and safekeeping is the original *First Amendment to Lyons Planning Area CDP IGA*, effective February 7, 2005 and recorded March 7, 2005 under Reception No. 2670077. Also enclosed is the original Lyons Resolution, 2005-04, approving the amendment.

Please call me if you have any questions.

IGA Distribution

Barbara Andrews, County Attorney's Office

Graham Billingsley, Land Use

Dale Case, Land Use (pdf file)

Robert Lamb, Finance Services Division

Conrad Lattes, County Attorney's Office (IGA Binders)

Tina Nielsen, Parks & Open Space Department

Mike Ryder, Commissioner's Office

cc: Jan Burns, Parks & Open Space Dept.
Larry Hoyt, County Attorney
David Hughes, Deputy County Attorney

Ben Pearlman
Chair

BOARD OF COUNTY COMMISSIONERS

Thomas A. Mayer
Vice-Chair

Will Toor
Commissioner

**FIRST AMENDMENT TO
LYONS PLANNING AREA
COMPREHENSIVE DEVELOPMENT PLAN
INTERGOVERNMENTAL AGREEMENT**

**THIS FIRST AMENDMENT TO LYONS PLANNING AREA
COMPREHENSIVE DEVELOPMENT PLAN INTERGOVERNMENTAL
AGREEMENT** ("First Amendment") by and between the Town of Lyons, a Colorado statutory municipal corporation ("Lyons" or "Town of Lyons"), and the County of Boulder, a body politic and corporate of the State of Colorado ("County" or "Boulder County") is made to be effective on the Effective Date as defined on the signature page of this First Amendment. The Town and the County are collectively referred to in this First Amendment as the "Parties."

WITNESSETH

WHEREAS, § 29-20-101 *et seq.*, C.R.S. as amended, authorizes the Parties 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 specifically authorizes local (i.e., town and county) governments 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

WHEREAS, in order to ensure that the unique and individual character of Lyons and of the rural area within Boulder County outside the Lyons Planning Area (hereinafter the "LPA") are preserved, the Parties entered into the Lyons Planning Area Comprehensive Development Plan Intergovernmental Agreement (hereinafter the "Original Agreement") effective December 10, 2002, adopting a comprehensive development plan which, *inter alia*, recognizes the area of potential urbanization within the LPA which would not be interrupted by Boulder County open space, accompanied by a commitment by Lyons for the preservation of the rural character of lands surrounding the LPA within Boulder County, is in the best interest of the citizens of each of the Parties; and

WHEREAS, at the hearing of the Board of County Commissioners held on December 10, 2002, to consider adoption of the Original Agreement, representatives of the Town and the owners of the Stone Mountain Lodge property (hereinafter the "Property") suggested that the Property should be considered for inclusion in the designated Lyons Planning Area in the Original Agreement; and

WHEREAS, the Parties desire to accommodate this requests as set forth in this First Amendment; and

WHEREAS, the Board of County Commissioners of the County held a noticed public hearing on December 9, 2004, and continued on January 4, 2005, to consider the amendment of the Original Agreement in order to permit the Property to be annexed, at the discretion of the Town, and to be developed in accordance with the Town's regulations, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made, the Parties agree as follows:

1.0 STONE MOUNTAIN LODGE PROPERTY.

The portion of the Stone Mountain Lodge property, as described on Exhibit B, attached and incorporated by reference, which lies below the 5,600 elevation line as depicted on the United States Geological Survey Map of the area, shall be included in the designated Lyons Planning Area as shown on the Map Exhibit A attached and incorporated by reference. The remainder of the Property shall be within the Plan Area boundary of the Original Agreement, but not within the designated Lyons Planning Area. Boulder County shall continue to recognize the entirety of the property, both within and without the Lyons Planning Area, as one parcel, so that the principal use of such parcel, as is currently permitted as legally nonconforming in the unincorporated County, or as may be permitted by the Town of Lyons upon annexation and development in accordance with this First Amendment, shall be located solely upon the portion of the property designated within the Lyons Planning Area. If the area within the Lyons Planning Area should be annexed into the Town of Lyons during the term of this First Amendment, the Town may treat the area within the Lyons Planning Area as the entirety of the parcel for purposes of determining compliance with minimum lot size, setbacks, height limitations, and other zoning and land use regulations. The Town of Lyons shall not annex the Property, or any portion of the Property, through a "flagpole" annexation, but rather annexation may only occur on a parcel-by-parcel basis, i.e. through 1/6th contiguity with the then-existing Town limits on an adjacent parcel of private property.

All of the provisions of this First Amendment shall survive any annexation and remain applicable to the Property.

2.0 AMENDED MAP.

The Map for the Original Agreement is amended and superseded by the Map attached as Exhibit A. The amended map, after adoption of this First Amendment Intergovernmental Agreement, shall be the official map of the Original Agreement and used unless and until further amended as provided in Section 9.0 of the Original Agreement.

3.0 ORIGINAL AGREEMENT AS AMENDED.

The Original Agreement shall continue in full force and effect in accordance with its terms, except as is expressly amended by the terms of this First Amendment.

6.0 COUNTERPART.

This Intergovernmental Agreement may be executed in any number of counterparts, which together shall constitute the agreement of the Parties.



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Page: 3 of 5
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Boulder County Clerk, CO AMEND AGREE R 0.00

THIS AGREEMENT is made and entered into to be effective on the later of the dates of approval by the Town of Lyons or Boulder County (the "Effective Date").

TOWN OF LYONS:
BOARD OF TRUSTEES

By: [Signature]
Mayor or Mayor Pro Tem

Date: February 7, 2005

ATTEST:

Debra K. Babler, cmc
Town Clerk

APPROVED AS TO FORM:

[Signature]
Town Attorney

COUNTY OF BOULDER:
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Chair

Date: January 6th, 2005

ATTEST:

[Signature]
Deputy Clerk to the Board

APPROVED AS TO FORM:

[Signature]
County Attorney

EXHIBIT A

Docket IGA-04-003 Lyons Planning Area IGA Amendment Stone Mountain Lodge Parcel


Legend

USGS 40' Elevation
Contours as depicted
Boulder County GIS

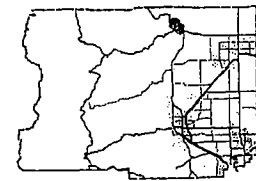
— 5,600 elevation

- - - 40' minor contours

— 200' major contours

 Area added to
Lyons Planning Area

Map Location



January 4, 2005



This map is for illustrative purposes only, and is not suitable for parcel-specific decision making. The areas depicted here are approximate. More site-specific studies may be required to draw accurate conclusions.

Copyright 2004 by the County of Boulder, Colorado. All rights reserved. No part of this map may be copied, reproduced, or transmitted in any form or by any means whether graphic, electronic, or mechanical, including photocopying, recording, or by an information storage and retrieval system, without written permission from the County of Boulder, Colorado.

0 550 1,100 2,200 Feet

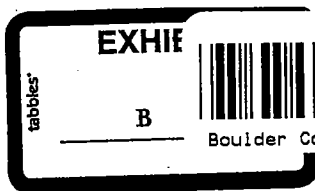
Shaded area of parcel remains outside LPA
and still within the planning area boundary

parcel 120112000001

5,600

5,600

Hatched Area added
to Lyons Planning Area
(LPA)



2670077

Page: 5 of 5
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A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 71 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 12 FROM WHENCE THE EAST QUARTER CORNER OF SAID SECTION BEARS SOUTH 4 DEGREES 04 MINUTES 44 SECONDS WEST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE SOUTH 4 DEGREES 04 MINUTES 44 SECONDS WEST, 1489.63 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 09 MINUTES 39 SECONDS WEST 1325.47 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 3 DEGREES 17 MINUTES 04 SECONDS EAST, 113.78 FEET ALONG SAID WEST LINE TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 36, SAID POINT BEING EASTERLY AND AT A RIGHT ANGLE FROM ENGINEERS CENTERLINE STATION 114 + 33.96; THENCE 178.63 FEET, MORE OR LESS, ALONG THE ARC OF A CURVE TO THE LEFT ALSO AT RIGHT ANGLES AND 50.00 FEET EASTERLY FROM THE CENTERLINE OF SAID HIGHWAY NO. 36 (SAID CENTERLINE BEING DEFINED BY A SPIRAL CURVE HAVING A DELTA EQUAL TO 9 DEGREES 22 MINUTES 30 SECONDS, RATE OF CHANGE EQUAL TO 3 DEGREES 07 MINUTES 27 SECONDS, AND TOTAL LENGTH OF 250 FEET) SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 14 DEGREES 53 MINUTES 25 SECONDS EAST, 178.53 FEET; THENCE CONTINUING ALONG THE EASTERLY RIGHT OF WAY OF SAID HIGHWAY, 673.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 13 DEGREES 44 MINUTES 13 SECONDS EAST 654.08 FEET; THENCE LEAVING SAID RIGHT OF WAY NORTH 64 DEGREES 28 MINUTES 06 SECONDS EAST 237.39 FEET; THENCE NORTH 3 DEGREES 17 MINUTES 04 SECONDS EAST 450.41 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 12; THENCE ALONG SAID NORTH LINE SOUTH 88 DEGREES 39 MINUTES 49 SECONDS EAST, 1294.01 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A TRIANGULAR SHAPED PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 71 WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING NORTH AND EAST OF THE EASTERLY RIGHT OF WAY LINE OF COLORADO HIGHWAY 36 AND WEST OF THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 FROM WHENCE THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER BEARS NORTH 3 DEGREES 17 MINUTES 04 SECONDS EAST, 477.48 FEET AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE SOUTH 3 DEGREES 17 MINUTES 04 SECONDS EAST, 360.12 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF COLORADO HIGHWAY 36; THENCE 317.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT AND ALONG SAID EASTERLY RIGHT OF WAY LINE, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 26 DEGREES 15 MINUTES 03 SECONDS WEST, 315.55 FEET THENCE NORTH 64 DEGREES 28 MINUTES 06 SECONDS EAST, 177.54 FEET TO THE POINT OF BEGINNING,

COUNTY OF BOULDER, STATE OF COLORADO.

TO: [illegible]
FROM: [illegible]
SUBJECT: [illegible]
[The following text is extremely faint and largely illegible, appearing to be a multi-paragraph letter or report.]

[The following text is also extremely faint and largely illegible, continuing the letter or report.]

RETURN TO:
BOULDER COUNTY ATTORNEY
INTER OFFICE MAIL



2010 Lyons Planning Area Map

Legend

- Town Boundary
- Lyons Planning Area (Future)

Land Use

- Agriculture
- Park
- Boulder County Open Space
- Municipal Facilities
- Estate Residential
- Low Density Residential
- Medium Density Residential
- Commercial
- Employment Area
- Commercial Entertainment
- Light Industrial
- General Industrial

Note: Land uses are defined in Appendix A

Source: Town of Lyons, Boulder County

0 1,000 2,000 4,000 Feet

PLACEMATTERS



N



Hall Ranch

Heil Ranch