



# TOWN OF NEDERLAND PLANNING COMMISSION REGULAR BUSINESS MEETING

NEDERLAND COMMUNITY CENTER  
750 Hwy 72 Nederland, CO 80466

March 28, 2018 - 7:00 P.M.

## AGENDA

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### A. CALL TO ORDER

### B. ROLL CALL

### C. APPROVAL OF MINUTES FROM February 28, 2018

### D. PUBLIC COMMENT

### E. INFORMATION ITEMS

1. Public Forum about Affordable Housing on May 10

### F. ACTION ITEMS

1. Consideration and Public Hearing of Ordinance XXX amending Chapter 16 of the Nederland Municipal Code to eliminate barriers to Mixed Use development in the Commercial Zoning districts which includes the General Commercial (GC) district, Central Business District (CBD), and Neighborhood Commercial (NC) district.
2. Consideration and Public Hearing of Ordinance XXX amending Chapter 16 of the Nederland Municipal Code to permit and regulate Accessory Dwelling Units (ADUs).

### G. DISCUSSION ITEMS

1. Review of DRAFT Boulder County Comprehensive Development Plan IGA
2. Zoning Amendment (Rezoning) of Town parcel at 750 W 5<sup>th</sup> Street (former Town Shop) from Public (P) zone to Neighborhood Commercial (NC) per Sec. 16-255(1) – zoning error

### H. OTHER BUSINESS

### I. ADJOURNMENT



## AGENDA INFORMATION MEMORANDUM PLANNING COMMISSION

Meeting Date: March 28, 2018

Prepared By: Karen Gerrity, Town Administrator

Dept: Admin

Consent  Information  Action  Discussion

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### AGENDA ITEM:

Boulder County Land Use IGA Update

### SUMMARY:

The Town Administrator will present the most current version of a proposed Boulder County Land Use IGA and Map along with a summary of key discussion points prepared by Boulder County Land Use Staff. The Board of Trustees is looking for feedback from the Planning Commission. The Map proposed by the Town is attached along with the Town's Goals for the IGA.

Boulder County staff proposed the following schedule for the approval process:

- Boulder County staff sends Nederland updated draft. Nederland will reply with any adjustments as needed, to be addressed by staff.
- Nederland will circulate IGA to the public for comment through the town's municipal process then hold a Town Board of Trustees public hearing, with recommendation for decision.
  - Updated IGA draft will undergo internal referral process (cross-departmental review of full updated draft) in parallel with the Nederland public process.
  - Changes may be requested either from the Nederland public meeting or from Boulder County's internal referral process.
- Boulder County staff will circulate the latest version of the IGA, with staff report, for public comment (2 weeks) prior to a BOCC public hearing with a recommendation for decision.
- This process would proceed until both bodies decide on the same final version.

### Attachments:

- A. AIM IGA Goals from Town's perspective
- B. Potential Primary Planning Areas Proposed by Town
- C. DRAFT Nederland Comprehensive Development Plan IGA
- D. Map of the proposed Nederland PPA-Boulder County Edits
- E. Nederland Planning Area IGA Map including Rural Preservation Area
- F. Summary of Key Discussion Points for IGA Amendment From Boulder County
- G. PROSAB DRAFT Minutes from March 15, 2018
- H. Letters of opposition submitted re: Evans Annexation in consideration of IGA update



## AGENDA INFORMATION MEMORANDUM NEDERLAND BOARD OF TRUSTEES

Meeting Date: January 16, 2018  
Prepared By: Karen Gerrity on behalf of the BOT  
Dept: Town Administrator  
Consent  Information  Action  Discussion

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### AGENDA ITEM:

Goals for Pursuing Revisions to Boulder County Comprehensive Development Plan IGA

### SUMMARY:

The Board of Trustees discussed the need to establish goals when considering a revision to the Comprehensive Development Plan Intergovernmental Agreement between Nederland and Boulder County.

### HISTORY AND PREVIOUS BOARD ACTION:

**At the December 19, 2017 BOT meeting, four main goals were considered as follows:**

1. Reduction of Emissions, Wildfire Prevention and Preservation of the Rural Mountain Character
2. Clarification of the rules for Annexation and Autonomy for the Town regarding Zoning and Building Projects, especially within our own town limits
3. Increased opportunities for people living on the town limits borders to be involved in the Town's policy-making (voting, sitting on boards and commissions, running for public office, etc.)
4. Improved standards for intelligent developments and densification

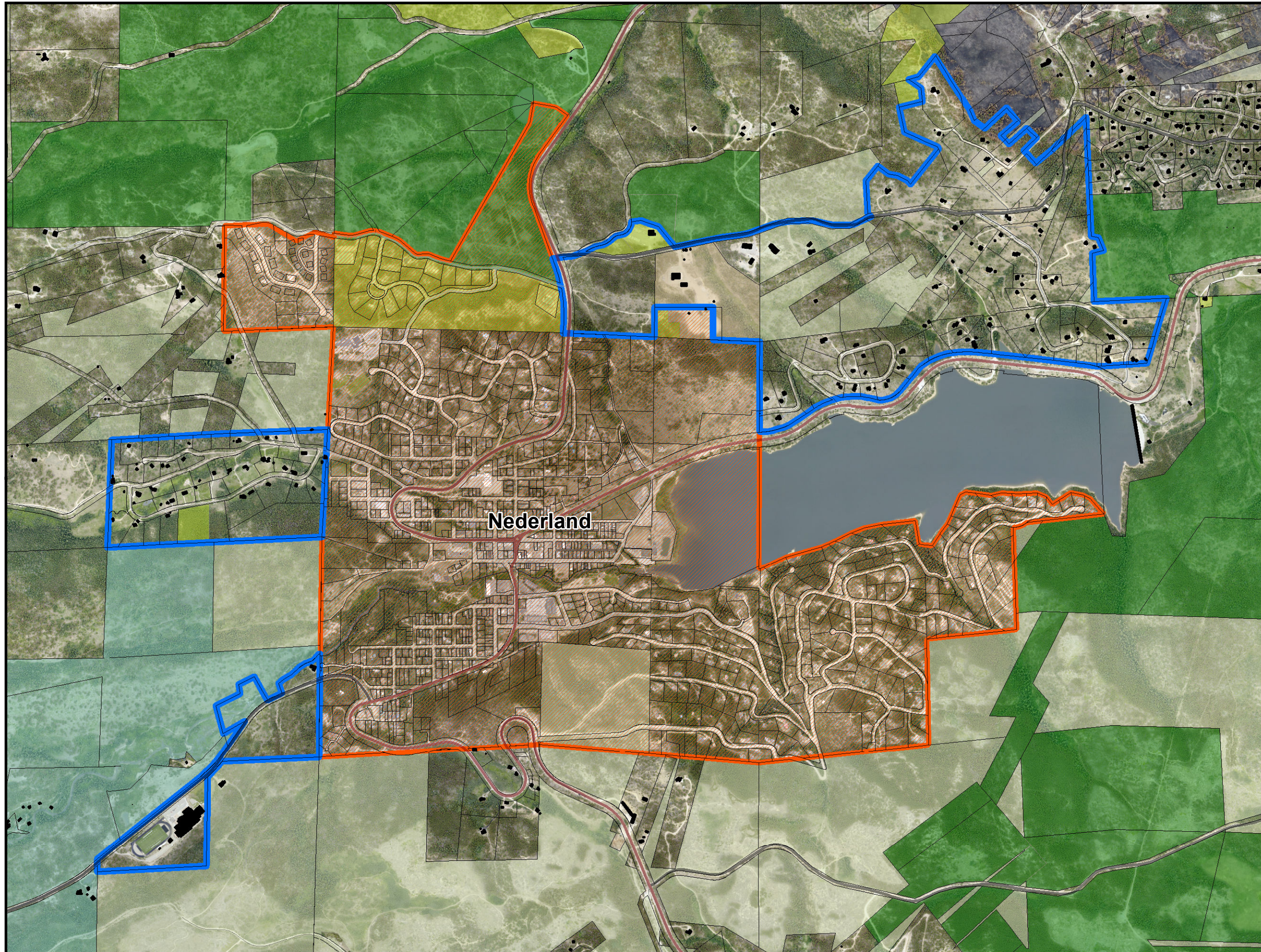
### A more detailed list of goals, objectives and outcomes are below:

1. The Town desires rural preservation in the RPA
2. The Town wishes to define a PPA for appropriate extension of Town borders and utilities access
3. The Town desires autonomy over the process, including the timeliness, for annexation of parcels in the PPA and in all zoning and building code related decisions within its border, including areas of the PPA that are annexed into the Town
4. The Town does not desire to develop undisturbed parcels in the PPA unless Town utilities already exist in the immediate vicinity
5. The Town prefers in-fill development to development in the PPA
6. The Town desires to maintain existing low-density zoning in the PPA
7. The Town desires to extend utilities in the PPA where feasible to increase utilization of Town utilities and to reduce septic use










8. The Town desires additional property tax revenue from parcels in the PPA since these residents impact Town resources
9. The Town wishes to extend voting rights and participation in Town government to residents in the PPA
10. The Town desires reduction of heat-trapping emissions that are known to increase the risk of forest fires and flooding
11. The Town wishes to reduce wildfire risks and community costs from forest fires
12. The Town desires affordable housing for its residents and local workforce
13. The Town desires improved standards for intelligent development and densification
14. The Town may choose not to renew that IGA at this time
15. The Town desires the shortest possible duration for the IGA so that it is not inhibited in the future from making annexation decisions that could address future housing, utility, fire risk, tax base, or other issues.
16. The Town desires to be its own autonomous Housing Authority

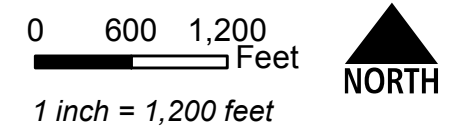
**QUESTION BEFORE THE BOARD:**

Would you like to continue the conversation?

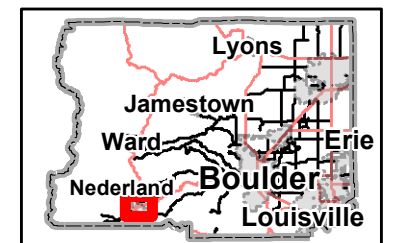


### Legend

-  Potential Primary Planning Area
-  Town of Nederland
-  Structure
-  Assessor Parcel
-  County Open Space
-  County Conservation Easement
-  Other Open Space
-  USFS Land
-  Private Conservation Easements



Area of Detail Date: 11/28/2017



The user agrees to all Terms of Use set forth by Boulder County. For Terms of Use, please visit: [www.bouldercounty.org/mapdisclaimer](http://www.bouldercounty.org/mapdisclaimer)

## **COMPREHENSIVE DEVELOPMENT PLAN INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement ("IGA") by and between the Town of Nederland, a Colorado statutory municipal corporation ("Nederland" or the "Town"), and the County of Boulder, a body politic and corporate of the State of Colorado ("Boulder County" or the "County") (collectively, the "Parties") is made to be effective on the Effective Date as defined on the signature page of this IGA.

### **RECITALS**

**A.** Sections 29-20-101 through 29-29-109, C.R.S. as amended ("LUCEA") 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 to protect the environment. LUCEA specifically authorizes local 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."

**B.** Sections 29-1-201 through 29-1-207, 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).

**C.** The functions described in this IGA are lawfully authorized to 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.

**D.** On March 7, 2002, the Parties entered into a Comprehensive Development Plan Intergovernmental Agreement (the "Original IGA") for a period of 20 years. The Original IGA was amended in 2009 for the Town to annex the 6.68 acre Town Maintenance Shop Parcel.

**E.** The term of the Original IGA as amended ends in March 2022, and the Parties believe it is in the best interests of the citizens of the Town and the County to enter into a new intergovernmental agreement with the goal of continuing the spirit of collaboration that was established by the Original IGA and demonstrated through the Parties' course of dealing throughout the current term of the Original IGA.

**F.** In October 2003, the Parties entered into the Boulder County Countywide Coordinated Comprehensive Development Plan Intergovernmental Agreement (the "Super IGA") which is designed to coordinate all of Boulder County's comprehensive development plan IGAs, to recognize and protect each municipality's planning area, and to preserve the rural character of the land outside of each community's respective planning areas.

**G.** The Parties believe that it is in the best interest of the residents of both communities to enter into a new IGA in order to preserve Nederland's unique and individual character through the orderly development within a newly defined Nederland Planning Area (the "NPA"). The NPA contains a Primary Planning Area ("PPA") where annexation and

development may occur in accordance with the provisions of this IGA. The areas of the map not designated as PPA are designated as Rural Preservation Area (“RPA”) where the Parties’ intent is to preserve the rural quality of the land.

**H.** The Parties have each held hearings after proper public notice for the consideration of entering into this IGA and the adoption of a comprehensive development plan for the subject lands.

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

**1.0 PURPOSE AND INTENT.** This IGA is intended to protect and enhance the Town's ability to coordinate its future growth into the PPA, and specifically for the following purposes:

1.1 Implementing Comprehensive Plans. This IGA is designed to implement the goals and policies set forth in the Parties’ respective comprehensive plans.

1.1.1. The Nederland Comprehensive Plan (referred to herein as the NCP) emphasizes the Town’s commitment to quality of life, sustainability and preservation of small town character, while addressing the need for quality, affordable housing, a diversified, sustainable local economy, and a compact, walkable land use pattern.

1.1.2. The NCP emphasizes proactively planning for the future and balancing the demands of environmental and economic sustainability with community character, historical preservation and property owners’ rights.

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

1.1.4 BCCP policy CW 1.07 states that “[t]o accomplish a cooperative and coordinated land use planning effort among the region’s municipalities, it is herein the policy of Boulder County to enter into intergovernmental contracts with the municipalities for the purpose of implementing the land use proposals and policies of the jointly adopted municipal comprehensive plans.”

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

1.2.1 Affordable Housing. The Town commits to seek ways to implement its land use and development regulations in a manner that reflects the community values of diverse housing choice and affordability. To do so, the Town will evaluate whether existing regulations include unnecessary barriers to creation and preservation of affordable

housing. The Town also agrees to evaluate the merits of codifying a predictable, non-discretionary entitlement process for developments that will add to the Town's affordable housing stock. Such a process could involve staff level approvals, fee reductions and waivers, density bonuses, design flexibility, or other innovations.

### 1.2.2 Parcel Specific Provisions.

1.2.2.1 Areas 1 & 3. Areas 1 and 3 are composed primarily of developed parcels in County-approved subdivisions. They contain single-family development in forested areas with some steep slopes. The areas are very susceptible to wildfire and have limited access. Therefore, the areas are not suitable for increased levels of development or density. The Town has indicated it has capacity in its water and sewer systems to serve some of the existing development if properties in Areas 1 and 3 were annexed. Service provision would benefit water quality. Therefore, the County and Town agree that the areas are eligible for the Town to annex provided that, at annexation, a conservation easement, a deed restriction, or other similar mechanism is provided in a form acceptable to the Town and County that allows no more density than currently permitted under the County Land Use Code for the areas, with the following exception:

(a) Nederland may allow for accessory dwellings on existing parcels that are not yet subject to a conservation easement. For parcels already subject to a conservation easement, accessory dwellings may require a separate review and approval process by the County that may require payment to the County for a loss in a value to the conservation easement, if approval is granted.

1.2.2.2 Area 2. Properties in this area are subject to Boulder County deed restrictions that only allow annex for utility-related purposes. Increases in density are not allowed.

1.2.2.3 Area 4(a) (the "Evans Parcel"). The Evans Parcel contains a number of development constraints that must be addressed at the time of annexation. Previous development proposals for the site have recognized the need for affordable housing in the Town. Because the provision of affordable housing is a key benefit to the region, including this parcel in any annexation is contingent upon the following limits, which restrictions shall be implemented at the time of annexation through a mechanism acceptable to both the Town and County: (a) Residential development on the parcel may not exceed 50 units; (b) No development will occur on the steeper-sloping areas, as shown on the Map<sup>[NW1]</sup>; (c) Prior to any development on the parcel, the following plans for the site must be established with input and approval from the County: wildfire mitigation, safe routes to school, access location and improvements, and a plan for how impacts to elk migration will be minimized. In addition, prior to annexation, the property owner must agree to restrict at least 50% of the total number of units to be affordable, as evidenced by a separate restrictive covenant, deed restriction, or



similar mechanism to be recorded at the time of annexation, in a form acceptable to the Town and County.

1.2.2.4 Area 4(b) (“Eldora Road Parcel, Northeast”). The Town has indicated it has capacity in its water and sewer systems to serve existing development if the “Eldora Road Parcel, Northeast” was annexed. Service provision would benefit water quality. Therefore, the County and Town agree that the parcel is eligible for the Town to annex provided that, at annexation, a conservation easement, a deed restriction, or other similar mechanism is provided in a form acceptable to the Town and County that allows no more density than currently permitted under the County Land Use Code for the area.

1.2.2.5 Area 4(c) (“Water Utility Parcel”). The County and Town agree that the parcel is eligible for the Town to annex provided that, at annexation, a conservation easement, a deed restriction, or other similar mechanism is provided in a form acceptable to the Town and County that allows no more density than currently permitted under the County Land Use Code for the area.

1.2.2.6 Area 4(d) (the “Nederland High School Parcel”). The Nederland High School Parcel is eligible for the Town to annex, provided that any additional development on or redevelopment of the parcel is subject to approval by the Town and County.

1.2.2.7 Areas 5 & 6. Any new development approved by Nederland will be limited to that which would currently be allowed under the Boulder County Land Use Code for that area. Any development will be completed in a manner that is sensitive to natural resources and habitat, and does not conflict with the County’s trail network in the area. In recognition of potential cumulative impacts on elk migration in the Nederland area, a plan for how impacts to elk migration will be minimized must be established with input and approval from the County.

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

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

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

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

## **2.0 NEDERLAND COMPREHENSIVE DEVELOPMENT PLAN (IGA Plan).**

2.1 IGA Plan Defined. This IGA, including the Map attached hereto as Exhibit A, is hereby adopted by the Parties as the Nederland Comprehensive Development Plan, and shall be known herein as the IGA Plan, as distinguished from the NCP. The IGA Plan shall govern and control the NPA, which is defined as the unincorporated area of Boulder County as shown on Exhibit A, or as subsequently amended in accordance with this IGA. With the exception of the Super IGA, this IGA Plan replaces and supersedes any and all previous agreements between the Parties concerning the NPA.

2.2 Nederland Planning Area Designations. The Map identifies, designates and defines the land to be known as the NPA, which consists of the Primary Planning Area (the "PPA") and the Rural Preservation Area (the "RPA").

2.2.1 The PPA is the land that is planned for the expansion of the Town limits and which the Parties recognize is appropriate and intended for development.

2.2.3 The RPA represents areas that are expected to remain rural for the duration of this IGA, unless the Parties agree to an amendment of this IGA pursuant to section 11, below.

## **3.0 ANNEXATION AND DEVELOPMENT OF PROPERTY.**

### **3.1 Land within the Primary Planning Area.**

3.1.1 The Town may annex into its corporate boundaries any and all property located within the PPA, in accordance with state and local laws governing annexation. The Town agrees that it will only annex parcels in their entirety, not portions of a parcel, into the Town, unless mutually agreed to by the Parties. By executing this IGA, the County finds and declares that a community of interest exists between the Town and all property located within the PPA. The County will make reasonable efforts to cooperate with Town efforts to annex land in the PPA.

3.1.3 Any property that is disconnected from the Town after the Effective Date of this IGA (whether currently located within the municipal limits of the Town or later annexed into the Town after the Effective Date of this IGA) shall continue to be within the PPA for purposes of this IGA unless it is specifically excluded by a duly executed amendment to this IGA.

3.1.4 The Town and the County acknowledge and agree that the property within the RPA is intended to remain in the County's regulatory jurisdiction and shall not be annexed or developed by the Town during the term of this IGA, unless mutually agreed to by the Parties.

3.1.5 The Town agrees that if it annexes any part of a County road it will annex the entirety of that road.

### **3.2 Land Outside of the NPA.**

3.2.1 The area outside the NPA is intended to remain in the County's regulatory jurisdiction for the term of this IGA, unless otherwise provided herein or by a duly executed amendment to this IGA.

3.2.2 The Town may annex lands outside of the PPA and expand the NPA only in accordance with Section 4 of this IGA.

3.3 Developing Areas with Constraints. When evaluating development applications within their respective areas of responsibility, both Parties will consider the impact of proposed development on the floodplain, natural areas, wildlife habitat, steep slopes, watershed and historically-and archaeologically-significant areas, and will require impacts to be reasonably minimized and mitigated.

### **4.0 EXPANSION OF THE NPA**

4.1 Mutual Agreement. During the term of this IGA, expansion of the PPA, RPA, or NPA may only occur with the mutual agreement of the Parties and the corresponding amendment of Exhibit A in accordance with this IGA.

4.2 Nederland Planning Process. Any request for expansion of the PPA, RPA, or NPA must be consistent with the BCCP and the NCP and the Nederland Public Process.

**5.0 OPEN SPACE.** Acquisitions within the PPA. The County agrees that for the term of this IGA it will not purchase or otherwise acquire any land within the PPA for open space purposes, including conservation easements and transfer of density right sending sites without the approval of the Town.

**6.0 COMMUNITY BUFFER.** The County agrees not to allow more intensive zoning classifications for lands remaining in the County's regulatory jurisdiction within the PPA and RPA, unless mutually agreed to by the Parties.

### **7.0 TOWN OF NEDERLAND UTILITIES.**

7.1 Nederland Service Area. It may be necessary for the Town to seek additional water supplies, water storage, and water and wastewater treatment and delivery facilities, both within and outside the NPA. The areas designated in the Map portion of Exhibit A as the NPA shall constitute the Town's "Service Area" for all purposes, including but not limited to the County's Regulations of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code.

### **8.0 IMPLEMENTATION PROCEDURES.**

8.1 Plan Amendment Required. A Plan amendment, agreed to by both the Town and the County, must occur in order to annex or to allow any use or development , or acquire for open space any parcel within the PPA where such annexation, use or development, or acquisition does not comply with the IGA Plan. The provisions of Section 11.0 of this IGA shall apply to any such Plan amendment.

8.2 Notice Required. The Parties each agree to undertake all steps necessary 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 notice of such action as will enable such Party, if it so desires, to comment upon the planned actions of that Party. Sufficient notice shall generally mean notice delivered to the other Party at least 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.

8.3 County Zoning Changes within the NPA. Where the County seeks to approve changes to the zoning of properties within the NPA after referral as provided herein, the Board of Trustees shall respond by resolution, approving or disapproving such change or suggesting conditions of approval.

## **9.0 REFERRALS.**

9.1 Nederland Referrals to Boulder County. The Town shall refer in writing to the County:

9.1.1 Any application for annexation; and

9.1.2 Any proposed amendment to the NCP affecting any lot, tract, or parcel within the NPA.

9.2 Boulder County Referrals to Nederland. The County shall treat the Town as a formal referral agency and shall refer in writing to the Town:

9.2.1 Any application for zoning, rezoning, subdivision, PUD, replat, special use, limited impact special use, vacation, transfer of development rights, conservation easement or development (including site plan reviews) for any lot, tract, easement, rights-of-way or parcel within the NPA; and

9.2.2 Any proposed map amendment to the BCCP affecting any lot, tract, or parcel within the NPA; and

9.2.3 In addition to referring the foregoing applications and proposals to the Town, the County agrees to advise any applicant owning land in the PPA during the pre-application process (i.e., prior to formal application submittal) for any of the categories of development listed in Section 9.2.1 of the possibility of annexation into the Town, to encourage any such applicant to contact the Town concerning possible annexation, and to provide such applicants with the Town's appropriate contact information.

9.3 Referral Period and Waiver of Period for Response to Referrals. The standard period for referrals shall be 30 days. Either Party may, for any given referral, elect to waive or reduce the

period of time it requires to submit a response, and such election shall be made by written letter or electronic mail.

9.4 Failure to respond to referrals. Failure by either Party to respond to a referral shall entitle the referring Party to assume that the receiving Party has no comment concerning the application or proposal.

9.5 Communication with referral party. For any application or proposal required to be referred by Section 9.1 or 9.2, 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, non-confidential 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.

## **10.0 PARTNERSHIPS.**

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

10.1.1 Collaborating to design, fund and construct regional trails that connect Nederland to Boulder County open space and other municipalities;

10.1.2 Working with the Colorado Department of Transportation, the Regional Transportation District and the Denver Regional Council of Governments to improve Nederland's multimodal transportation system, including continuing to explore ways to improve bus service between the Town, its neighboring communities, and Boulder County destinations and to reduce emissions;

10.1.3 Continuing to freely share geographic information system data, maps and expertise;

10.1.4 Identifying and implementing programs to enhance opportunities for senior housing and affordable housing within the Town and the NPA; and

10.1.5 Cooperating in the identification of sites to provide more efficient governmental services, including, without limitation, sustainable waste management activities, and solar or other forms renewable energy generation facilities.

10.1.7 Enforcing nuisance ordinances to improve the appearance of properties in the NPA.

10.1.8 Implementing the Boulder County Sustainable Energy Plan.

10.8.9 Implementing the Boulder County Regional Affordable Housing Strategic Plan.

10.1.10 Cooperating on joint ventures to finance and provide for cultural and recreational opportunities for Town residents and people living in the NPA and surrounding neighborhoods.

10.1.11 Collaborating to construct a cost effective, highly diverse, and resilient wastewater treatment system to serve the NPA that is both environmentally beneficial and aesthetically pleasing.

10.1.12 Cooperating on the provision of water and sewer services to properties in the RPA by the Town.

10.1.13 Cooperating to preserve historic and cultural resources within the NPA.

## **11.0 AMENDMENTS.**

11.1 Entire Agreement. This IGA, together with the Super IGA, contains the entire agreement between the Parties and, with the exception of the Super IGA, supersedes any other or prior agreements concerning the same subject matter.

11.2 Changes to IGA. Any proposed amendment to the IGA 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 IGA shall take place only upon approval by resolution or ordinance adopted by the governing body of both 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 within the NPA by any means in a manner inconsistent with this IGA until and unless the IGA has been amended so that the proposed development or use of such parcel is consistent with the IGA.

11.3 Timely Decisions on Amendments to IGA. The Parties agree that within thirty (30) days after receipt by one Party of an amendment proposed by the other Party, the Parties will agree on and establish a schedule for processing and taking final action upon the amendment proposal.

**12.0 NON-SEVERABILITY.** If any portion of this IGA is held by a court of competent jurisdiction in a final, non-appealable decision to be *per se* invalid or unenforceable as to any Party, the entire IGA shall be terminated, it being the understanding and intent of the Parties that every portion of the IGA is essential to and not severable from the remainder.

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

**14.0 ENFORCEMENT.** Either or both of the Parties may enforce this IGA by any legal or equitable means including specific performance, declaratory relief, and injunctive relief. No other person or entity shall have any right to enforce the provisions of this IGA. The Parties

agree to discuss and attempt to resolve any dispute in the interpretation or application of this IGA, including but not limited to any dispute regarding a request to terminate this IGA, but if they are unable to do so, either Party may request that the matter be presented to a mediator selected and paid for jointly by the Parties.

**15.0 DEFENSE OF CLAIMS/INDEMNIFICATION** If any person allegedly aggrieved by a provision of this IGA who is not a party to the IGA asserts or attempts to assert any claim against any Party concerning such IGA provision, Boulder County shall, and the Town may, defend such claim upon receiving timely and appropriate notice of the 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 IGA should obtain a final money judgment against the Town for the diminution in value of any regulated parcel resulting from regulations in the IGA or regulations adopted by the Town implementing the IGA, the County shall, to the extent permitted by law, indemnify the Town for the amount of said judgment.

**16.0 GOVERNING LAW AND VENUE** This IGA shall be governed by the laws of the State of Colorado and venue shall lie in the appropriate court(s) for Boulder County, Colorado.

**17.0 TERM AND TERMINATION** This IGA shall remain in effect until [date], 2032, unless otherwise terminated earlier by mutual agreement of the Parties.

**18.0 PARTY REPRESENTATIVES** Referrals made under the terms of this IGA shall be sent to the Parties' representatives as follows:

**County of Boulder**

Director, Land Use Department  
P.O. Box 471  
Boulder, Colorado 80306

With a copy to:  
Boulder County Attorney's Office  
PO Box 471  
Boulder, Colorado 80306

**Town of Nederland**

Karen Gerrity, Town Administrator  
P.O. Box 396  
45 W. First Street  
Nederland, Colorado 80466

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

**19.0 COUNTERPART.** This IGA may be executed in any number of counterparts which together shall constitute the agreement of the Parties.

**20.0 EFFECTIVE DATE.** The effective date of this IGA shall be the date on which both Parties have approved and executed the IGA by signing where indicated below.

**TOWN OF NEDERLAND:  
Board of Trustees**

By: \_\_\_\_\_ Mayor  
Kristopher Larsen, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
[KMP2]

APPROVED AS TO FORM:

\_\_\_\_\_

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

By: \_\_\_\_\_  
Deb Gardner, Chair

Date: \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_





# Boulder County Land Use Department

2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org/lu

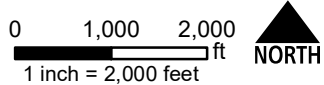
# NEDERLAND PRIMARY PLANNING AREA

## Legend

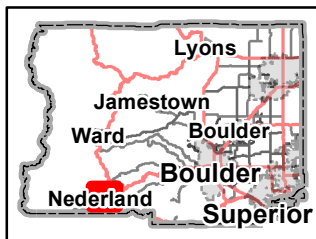
- Primary Planning Area (PPA)
- Town of Nederland
- Public Lands
  - County Open Space
  - County Conservation Easement
  - Other Open Space
  - USFS Land
  - Private Conservation Easements

\*PPA numbers designate areas for parcel specific provisions

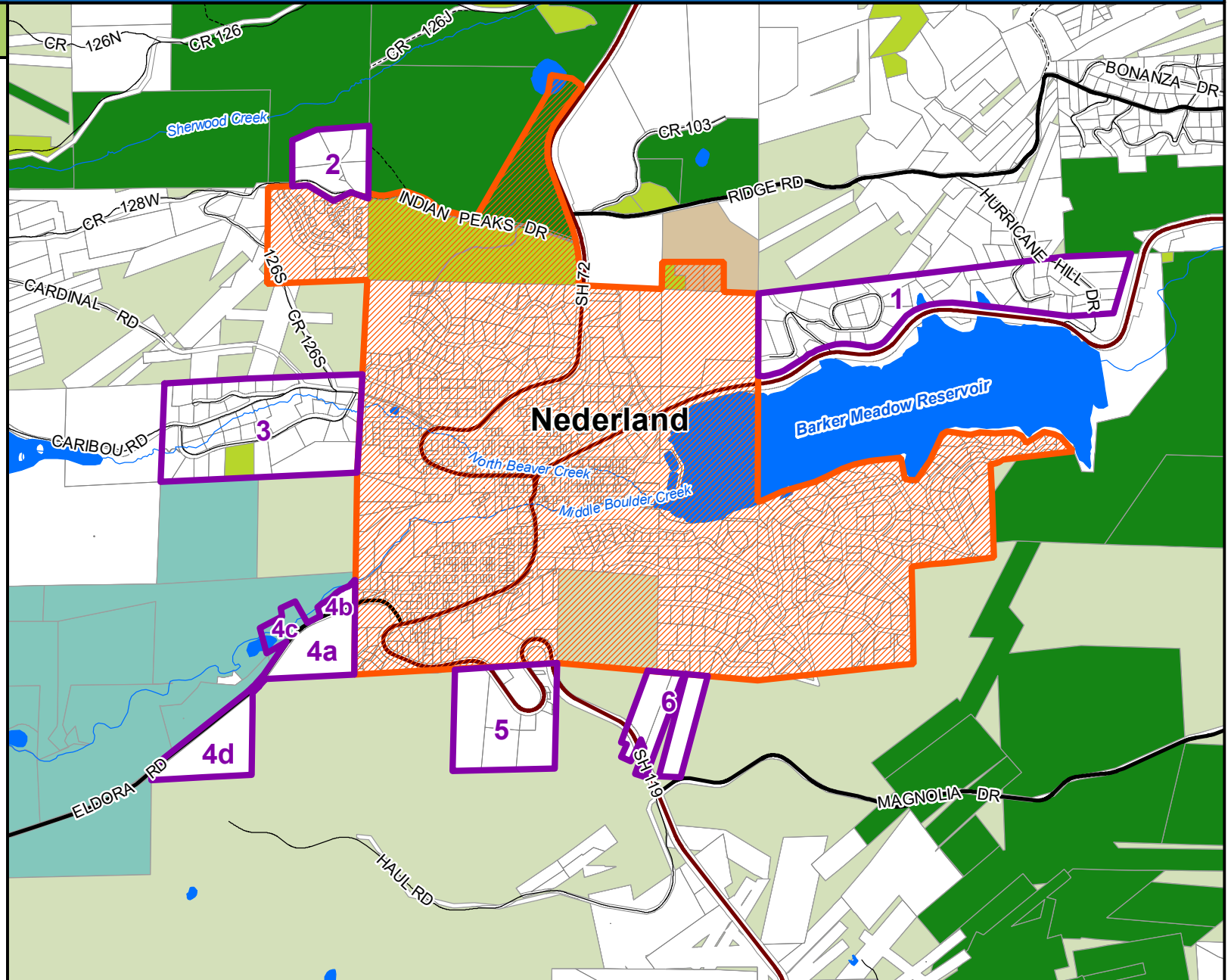
\*The intent of this map is to show the Nederland Primary Planning Area in more detail. It is a subset of the Nederland Planning Area IGA Map.



Area of Detail Date: 2/9/2018







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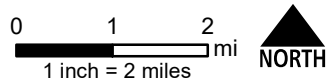
## Legend

-  Nederland Planning Area (NPA)
-  Primary Planning Area (PPA)
-  Rural Preservation Area (RPA)
-  Town of Nederland

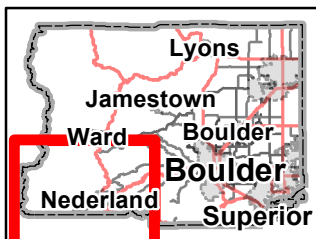
### NPA Boundary Description

All lands in Boulder County that are also within T1S-R74W; T1S-R73W; and the western 5/6th of T1S-R72W.

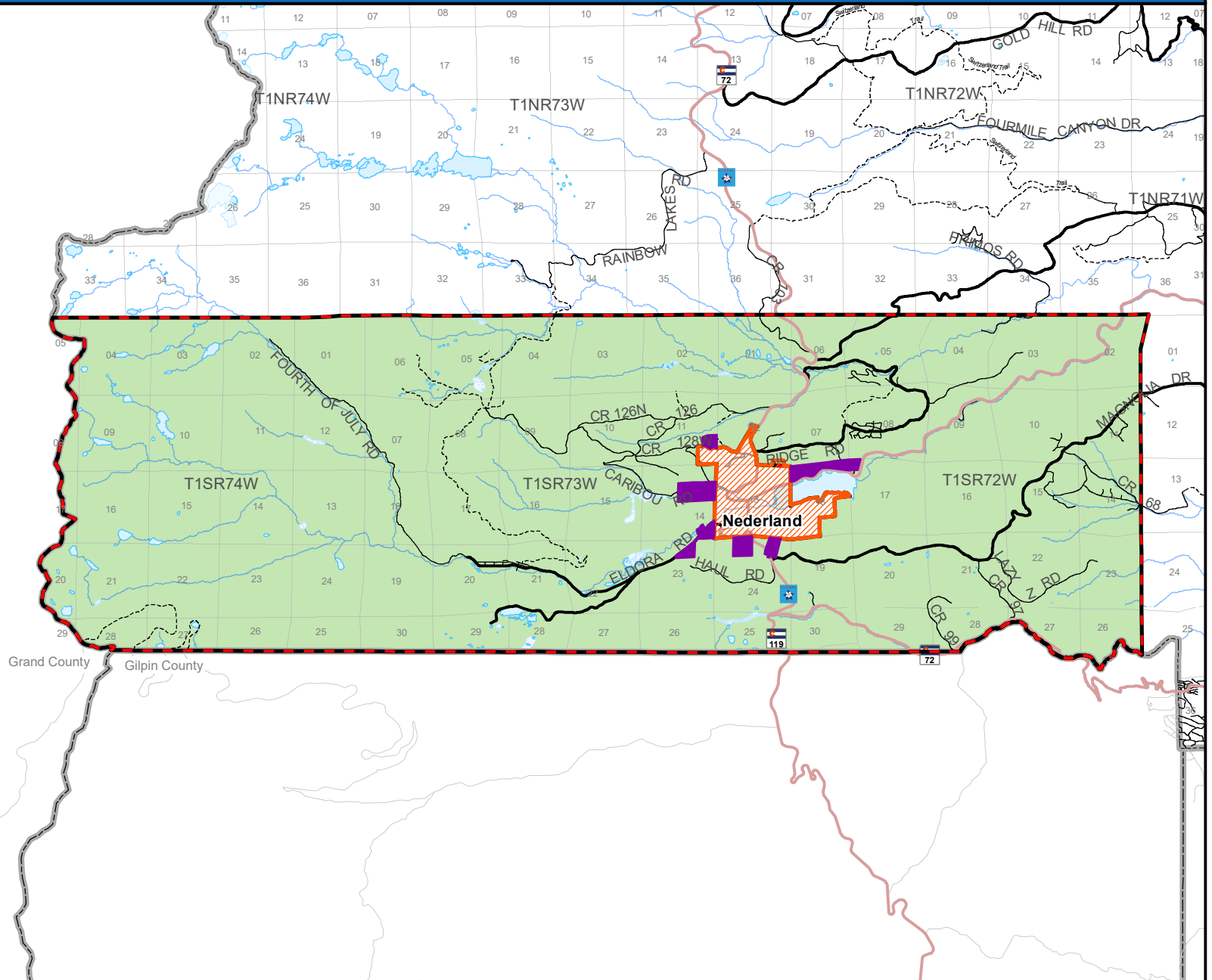
*\*See the Nederland Primary Planning Area Map for PPA details*



Area of Detail Date: 2/9/2018



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# **Background and Summary of Key Discussion Points for Amendment to Nederland Comprehensive Development Plan Intergovernmental Agreement**

*-DRAFT-*

*Prepared by Boulder County Land Use Staff, February 9, 2018*

## **Introduction**

This document provides an overview of the process to date for updating the Comprehensive Development Plan Intergovernmental Agreement (IGA) between Boulder County and the Town of Nederland, as well as a summary of changes reflected in staff proposed draft IGA language. Concepts and specific details of the IGA update are subject to change based on input from the public process, as well as internal referral to other county departments.

## **Background**

The current IGA does not allow for annexation without an amendment to the IGA. In 2014 the Town of Nederland referred an annexation petition to Boulder County for review and action pertaining to annexation of the “Evans property” (also referred to as “Aspen Trails” and more recently the “Bobcat Ridge Development”).<sup>1</sup> This prompted the county to open Docket IGA-14-0001 to process the IGA amendment required for annexation to proceed. The Boulder County Planning Commission recommended denial in a hearing on December 16, 2014. At a hearing on March 5, 2015 the Board of County Commissioners (BOCC) put the docket on hold, expressing a number of concerns that needed to be addressed. Concerns related both to the proposed development at the site, as well as ensuring the Town’s interest in expansion and development.

During 2016 and 2017 Boulder County staff held discussions with Town of Nederland representatives and the Bobcat Ridge developer to review BOCC’s concerns and discuss a path forward. It was determined that a comprehensive review of the town’s potential expansion opportunities was warranted as opposed to looking at the proposed Bobcat Ridge Development in isolation. Discussion between town representatives and county staff resulted in development of the February, 2018 draft amended IGA. This document summarizes key discussion points leading to the development of the February 2018 draft.

## **Summary of Key Discussion Points**

Discussion leading to the draft amended IGA reflect Town of Nederland’s goals identified for the IGA update,<sup>2</sup> Boulder County staff’s efforts to address BOCC’s previously expressed concerns related to Docket IGA-14-0001, and current land use planning priorities.

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<sup>1</sup> Referred by Town of Nederland Board of Trustees Resolution 2014-14.

<sup>2</sup> At the December 19, 2017 Town of Nederland Board of Trustees meeting four main goals were considered for the IGA update: 1) reduction of emissions, wildfire prevention and preservation of the rural mountain character; 2) clarification of the rules for annexation and autonomy for the Town regarding zoning and building projects, especially within town limits; 3) increased opportunities for people living on the town limits borders to be involved in the town’s policy making; 4) improved standards for intelligent developments and densification. Additional goals and objectives are noted in the town’s [staff packet for the January 18, 2018 Board of Trustees meeting](#).

### ***Municipal Influence Area / Primary Planning Area***

The Town of Nederland expressed an interest in annexing developed parcels adjacent to the current municipal boundary. The town's water and sewer infrastructure has the capacity to accommodate additional service area, and connection to the town's services would benefit water quality. Recognizing the town's long-held interest in maintaining its unique character, and that additional development would have impacts on wildlife (e.g., elk migration), transportation and the environment, the draft IGA reflects limited expansion of the area eligible for annexation. The draft includes parcel-specific language for the properties that would become eligible for annexation, restricting additional residential density beyond that which is currently allowed under county jurisdiction, with the exception of the Bobcat Ridge property.

### ***Affordable Housing***

The draft includes language highlighting the importance of developing additional affordable housing in the town. It also recognizes the cooperative relationship between the town and the Boulder County Housing Authority, and the Regional Affordable Housing Strategic Plan. In the case of the Bobcat Ridge property the draft includes language specifying an affordability requirement for 50% of new residential units developed on the property.

### ***Road Annexation***

Annexations need to include the entire Right of Way of the county road, and Nederland will take responsibility for the maintenance, repair and replacement of the roads. In the case of the Bobcat Ridge property this affects CR130 (adjacent to Bobcat Ridge/Nederland High School) and Ridge Road.

### ***Term***

The current IGA went into effect in March, 2002 with a 20 year term. The draft reflects an expiration date of 2032, 10 years from the current 2022 expiration date.

### ***Amendment Procedures and Referral Timing***

The draft IGA includes changes to streamline amendment procedures, and to ensure timely responses to referrals and establishment of clear procedures for processing amendments. The current IGA requires a five-step process for amending the IGA to approve annexations, with recommendations from both the town and county planning commissions, approval by the Board of Trustees and BOCC, and a vote of the town electorate. In contrast, the draft IGA includes a Primary Planning Area within which annexation can occur with no amendment to the IGA or decision role for the county, and no vote of the town electorate. The draft IGA includes a 30 day referral period.



**PROSAB Meeting Minutes**  
**March 15<sup>th</sup>, 2018**  
**Community Center**



**A. Call to order**

Meeting convened at: 7:05pm

**B. Attendance**

Committee members present: Dallas, Kristen, Kris, Stefani, Josh, Ken

Other attendees: Chris P. (Town of Nederland Public Works Manager), Melody Baumhover (Sustainability Advisory Board)

Committee members absent: Marc Weber

**C. Public Comment**

None

**D. Agenda**

NPP review of new Boulder County IGA ([link](#))

Discussion was around the Ned/BC IGA. Dallas noted that the specific details of the IGA are still under discussion, so comments should be focused on big picture comments on going forward with an IGA.

Some points made regarding the IGA.

\* the IGA defines a new primary planning area, which defines areas which could be annexed into the Town of Ned. However, annexation requires property owners to request annexation. Primary reasons people would be expected to request annexation would be for voting rights, ability to serve on Town Boards, or in some cases for public services (water/sewer). Dallas noted that the current IGA with Boulder County expires in 2022, and after that Ned reverts to CO state law where annexation does not require county input at all.

\* Comments from PROSAB Members

\* Josh noted that the specified goals stated by Nederland to increase density in existing Town are not in agreement with the proposed IGA which is intended to grow Town with the Evans parcel. He also noted the impact on wildlife specifically in the Evans parcel area, which has a documented and studied history as an elk migration path. He noted that his comments are in line with the several letters PROSAB received via e-mail with respect to wildlife impacts and traffic congestion. Josh was clear to disclose that he lives very near the Evans parcel.

\* Kris expressed long-term concerns with urban sprawl in Nederland. Based on the existing policy discussion with the BOT to promote affordable housing above all else he is concerned that any increase in the primary planning area will be taking the first steps to ultimately increase developments surrounding Nederland. Specifically, since Town of Nederland could allow multi-family developments in parcels much smaller than BC would. He noted that as long as we keep building and growing people will fill the space and that we should keep the City of Boulder in mind where preservation of rural and open space takes the highest priority.

\* Josh asked why would Town not want the IGA? Discussion from group was that possible answers would be 1) with no BC IGA Nederland can easily control its annexation to any adjacent properties with no oversight from BC (purely CO state law). 2) Costs to maintain roads of annexed area may not be desirable, or 3) there could be question if Town could provide needed services to those seeking annexation.

\* Dallas noted that the IGA and associated details that the BOT works out with BC would come back to PROSAB for further comment as part of the Ned Planning Process.

**POST MEETING NOTES: This section regarding specific names of public comment received was not explicitly discussed, however this comments are recorded here for historical record.**

**The following people e-mailed PROSAB specifically regarding the Evans Parcel proposed development.**

- \* **Ray Howe, 3/6/18 – opposed for reasons of wildlife impact and traffic congestion**
- \* **Robert Goolsby, 3/7/18 – opposed for reasons of wildlife impact and traffic congestion**
- \* **Payson Sheets, 3/12/18 – opposed for reasons of wildlife and traffic impacts**
- \* **David Hallock, 3/12/18 – opposed for reasons of wildlife, provided reference to elk migration study data**

Barker Meadows Park implementation: 2018 GOCO LPOR grant planning ([link](#), [link](#), [link](#))

- a. SAB Greenhouse proposal ([link](#))

Discussion with Chris P. from Ned PW – The existing retaining pond footprint is required to stay. If/when the biosolids project happens it would go on the north end of the pond and the pond volume is required to stay as is as a backup emergency spill location. Therefore none of that space can be allocated to Barker Meadows Park.

Greenhouse (10x20), SAB currently has grant and design ready.

\* Approved installation of 10x20 greenhouse at existing ballfield area. Agreed that the 10x20 greenhouse should most likely be placed at the most north and west corner of the existing ballfield. Proximity to road should be determined based on consideration of sidewalk or paths needed in addition to required road and property line setbacks.

\* Before any construction, SAB is required to approve final exact location with PROSAB. A scaled site plan drawing showing distance from road and property lines is required. Expected to review at April meeting. Proximity (or not) to other planned building structures should be defined to ensure that future pavilion or restroom locations are not prohibited where desired.

\* Concern was raised that the design has not been stamped by an engineer. PROSAB requested that SAB revisit need for engineer approved design (wind and snow loads) for a structure on public land (even though it would not be required for a residential build). Ultimately, the decision to proceed is with Ned Town Administrator and Ned Building Dept. The idea to leverage Town matching funds for the greenhouse grant to hire an engineer review was discussed. Melody plans to send plans to Chris P. to then have JVA provide a quote on reviewing the structure.

\* A future second greenhouse of 25x50 is desired, however space allocation for this greenhouse is not approved at this time and will be a future discussion during park design.

Other Barker Park Discussion

- \* note that we should confirm that pull in parking row is specified at Fishermans lot since we removed it from ballfield area.
- \* Dallas will seek input from Nedfest
- \* Stefanie will focus on the ballfield building area layout
- \* Ken will research needs for the ballfield area
- \* Josh will focus on Fishermans lot area – whether any changes needed from existing concept drawing and what primary costs would be
- \* Kris will work with Paul Turnbull (if he agrees to support in-kind) on the dimensional site plan of the area. Dallas will make the initial contact with Paul since he has an existing relationship.

**E. Other Items**

- **Next meeting** – discussion item on DDA wanting power at ballfield for festival users (that they would then charge for electricity), intent to get rid of generators.
- **Next meeting** – Chris P. brief on Chipeta grant that was just won/awarded to Ned PW!

**F. Approve Minutes**

Approve minutes ([link](#))

February minutes were approved.

**G. Adjourned**

at 9:00pm

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Kris Hess, PROSAB Secretary

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Dallas Masters, PROSAB Chair