



[The Town of Nederland]

Agenda

[Planning Commission]

Wednesday, May 22, 2019 @ 7:00 PM

Nederland Community Center

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**TOWN OF NEDERLAND
PLANNING COMMISSION
REGULAR BUSINESS MEETING**

NEDERLAND COMMUNITY CENTER
750 Hwy 72 Nederland, CO 80466

May 22, 2019 - 7:00 P.M.

REVISED AGENDA

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- A. CALL TO ORDER
 - B. ROLL CALL
 - C. APPROVAL OF MINUTES FROM April 24, 2019
 - D. PUBLIC COMMENT
 - E. INFORMATION ITEMS
 - 1. Community Development-Planning and Zoning Department Staff report
 - F. ACTION ITEMS
 - 1. Review revisions to Boulder County-Town of Nederland Intergovernmental Agreement (IGA) to make recommendations to the Board of Trustees
 - 2. Review the Nederland Farmers Market proposal for sign location upon Highway 119
 - G. DISCUSSION ITEMS
 - H. OTHER BUSINESS
 - I. ADJOURNMENT

DRAFT Minutes --- Not Yet Approved by the Planning Commission



TOWN OF NEDERLAND PLANNING COMMISSION REGULAR BUSINESS MEETING

NEDERLAND COMMUNITY CENTER
750 Hwy 72 Nederland, CO 80466

April 24, 2019 - 7:00 P.M.

MINUTES

A. CALL TO ORDER

Chair Cornell called the meeting to order at 7:03 pm.

B. ROLL CALL

Present: Chair Roger Cornell, Vice Chair Steven Williams. Commissioners: Stephanie Herring, Linda Glasser, and Jim Reis. Commissioner Perret arrived at 7:05pm after Roll Call and Approval of Minutes. Commissioner Lindsey Danforth arrived at 7:10pm.

Absent: Trustee Rawsthorne. Commissioner Ralph Hunt.

Also Present: Town Administrator Karen Gerrity; Deputy Zoning Administrator/Clerk to Planning Commission Cynthia Bakke; Town Attorney Jennifer Madsen.

C. APPROVAL OF MINUTES FROM March 27, 2019

Vice Chair Williams motioned to approve the minutes as written, seconded by Commissioner Glasser with (5) in favor.

D. PUBLIC COMMENT

There was no public comment on non-agenda items.

E. INFORMATION ITEMS

1. Community Development-Planning and Zoning Department Staff Report

Gerrity said the Boulder County Planning Commission will be reviewing the Big Springs Emergency Egress application on May 30 at 11am. She will verify the location, but believes this will be at the Boulder County Courthouse. Gerrity said letters of support would be beneficial if residents feel this is important for the community. Please send any communication to Gerrity whom will forward them to Boulder County Land Use. She said the Town is asking for approval and a duration of 5 years to give time for funding the project, which is the next phase if the project is approved.

Gerrity gave an update on the grant for road improvements on 1st Street, Jefferson Street, and the Visitors' Center parking lot. She clarified federal funds cannot be used for roads, thus those aspects were removed from the project. She said the Town has requested not doing a cash match, but is also partnering with the DDA to increase their project contribution. The grant application has gone through first 3 phases, with one phase remaining.

F. ACTION ITEMS

1. Consideration and Public Hearing of Ordinance XXX for Zoning Amendment (Rezoning) of Wild Bear Nature Center parcel at Tract 6a (address TBD) from Public (P) zone to General Commercial (GC) per Sec. 16-255(3) – zoning error

Bakke said Parcel 6A was traded to Wild Bear Nature Center by Boulder County as the other parcel previously slated for development (outside of the Town’s boundaries) was rendered unbuildable due to mining subsidence. The land swap with Boulder County took over a year until completion.

Boulder County and Wild Bear had previously applied for a minor subdivision once the land swap was completed. As noted within the AIM introducing the item, Wild Bear is a private, non-profit organization which conflicts with the requirement for public ownership in the Public (P) zone. Additionally, the Public zone prohibits most of the type of uses already undertaken by Wild Bear Nature Center. For this reason, Town staff indicated the need for a rezone after the minor subdivision application. Bakke said there were no issues noted by Town staff departments for the rezoning classification, nor any letters submitted in opposition to the rezoning application.

Applicant Jill Dreves showed the tentative site development plan. She said Wild Bear purchased the former parcel of land for \$100,000. She noted the conservation easement restricts the maximum building size and usage of the property for an environmental education center only. The C.E. agreement also gives first right of refusal to the Grantee (Boulder County) in case of proposed property sale. Dreves said the future building will be funded via their various revenue streams from educational programs, rentals, retail sales, as well as donations. The ability to operate at this site will increase the educational offerings when no longer limited in the present commercial space.

Chair Cornell opened the Public Hearing portion of the meeting.

Public Comment:

Michael Reichert, of Nederland, spoke as a resident and an employee of Wild Bear Nature Center. He said was originally hired part-time last summer, but now works full-time due to staffing changes in the interim. Reichert said he has fond memories of his time at summer camp and is excited for the future nature center which will be a boon for local residents, the region, and global visitors to the area. He thinks the center will provide marvelous opportunities to explore the local environment.

Chair Cornell closed the Public Hearing portion of the meeting.

Commissioners discussed the application which met with their overall support. Chair Cornell asked what would happen to the zoning classification in the event of a future property sale. He was concerned about the possible uses within the General Commercial (GC) zoning district, if approved for rezone. Dreves said the Conservation Easement has specific restrictions regarding the use of the property and gives Boulder County the first right of refusal in the event of a property sale. Cornell further asked if the Commission would be reviewing the building plans. Dreves welcomed input from anyone whom desires to be part of the planning process which may include a public work session.

Cornell asked if Planning Commission would look at plans at the building phase. Bakke said no unless a particular use requires special review use (SRU) approval, but not for anything that is a use-by-right within the General Commercial (GC) district or the building permit submission phase.

Chair Cornell said the proposed rezoning request aligns with NMC Sec 16-255(3) as “necessary in order to provide land for a community-related use which was not anticipated at the time of the

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adoption of the Comprehensive Plan, and such rezoning will be consistent with the policies and goals of the Comprehensive Plan”.

Vice Chair Williams asked about the development timeline. Dreves said the planning phase budget was determined, and the feasibility study just completed. She said Wild Bear will be working on fundraising efforts, but already has an investor donating \$10,000. Reis asked when they are expecting to commence groundbreaking. Dreves said this will depend upon the support they receive, although the working timeline is approximately 2-3 years. Reis further asked if there are concerns about losing the random foot traffic the current location provides. Dreves said the nature center will drive destination-oriented tourism to Nederland, and thus she anticipates seeing an increase in overall visitation and educational programming. She said the old site may include informational kiosk which could also be available at the Visitors’ Center, along with highway signage.

Commissioner Herring added that the Conservation Easement ensures the right of first refusal to Boulder County in the case of a future property sale.

Commissioner Perret motioned to approve the rezoning request based upon the application meeting requirements of NMC Sec. 16-255(3) to change Tract 6A from the nonconforming Public (P) zoning to the General Commercial (GC) zoning district, seconded by Commissioner Herring with (7) in favor.

G. DISCUSSION ITEMS

1. Planner Training – Planning Essentials, Department of Local Affairs (DOLA) “What is Planning and Why Should a Community Plan?” and “Putting the Planning back into the Planning Commission”

Gerrity said the slides in the Planning Essentials presentation is fairly general, but outlines the responsibilities of the Planning Commission.

Attorney Madsen discussed procedure for Board or Commission members with acknowledged conflicts of interest which includes disclosure of the conflict and recusal (i.e. refraining from voting upon the matter). In some communities a Board or Commission member would be asked to leave the hearing room to eliminate any non-verbal communication. This is easier to enforce if included within the meeting Rules of Procedure. Madsen said if someone has a “strong feeling” about something, this could contribute to the “appearance of impropriety”. Any judicial review would seek to answer whether the board and/or Commission members to be unbiased, thus it wouldn’t be deemed a fair hearing if a member is pre-decided upon an issue.

Reis inquired whether expressing an opinion upon social media [e.g. on local Facebook site(s)] constitutes a conflict of interest. Attorney Madsen mentioned the difference between a legislative matter which can be discussed versus a quasi-judicial matter which cannot be discussed prior to the public hearing. Gerrity noted that Facebook topic threads that have response by 2 or more members of the same board and/or commission would break Sunshine Laws if not previously noticed as an official meeting. She said it may be good to note someone is speaking in a capacity as a private-citizen, although she noted Trustees are paying attention to adhere to Sunshine Laws in terms of comments.

Bakke went over the remaining handouts regarding DOLA’s “What is Planning and Why Should a Community Plan?” noting the relevance of community planning for multiple reasons. The Michigan State University (MSU) Extension handout “Putting the Planning back into the Planning

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Commission” discusses strategic action plans in the interim of Comprehensive or Master Planning updates, along with establishing an annual work plan to check in on progress toward desired goals. She said the Commission hasn’t established a work plan since 2016, and has continued to try to tackle the goals which aligned with the Board of Trustees goals including regulations for accessory dwelling units (ADUs) and short-term rental (STR). Being as the Board is closer to voting upon these forthcoming ordinances, it may be a good time to delineate new goals within a work plan.

Vice Chair Williams said the annual Planner Refresher training in Golden which he and Commissioner Reis attended in 2018 was very beneficial. Gerrity said Town staff will notify the Commission about the 2019 training opportunities. Chair Cornell said he recently looked at the 2015/2016 work plan document which he would like to discuss further with Town staff and Vice Chair Williams.

Gerrity asked about anticipated attendance for the Commission meeting on May 22. Commissioners Danforth and Herring foresee scheduling conflicts, and Chair Cornell was not sure if he would be available. It was discussed whether or not to cancel the meeting pre-emptively. There are currently no applications in the queue for this meeting which would allow the Commission the ability to discuss topics or concerns of interest.

H. OTHER BUSINESS

There was no Other Business.

I. ADJOURNMENT

Motion to adjourn was made by Commissioner Perret, seconded by Commissioner Herring, with all in favor (7). The meeting was adjourned at 7:59 pm.

Approved by the Planning Commission,

Roger Cornell, Chairman, Planning Commission

ATTEST:

Cynthia Bakke, Deputy Zoning Administrator/Clerk
to Planning Commission



AGENDA INFORMATION MEMORANDUM NEDERLAND BOARD OF TRUSTEES

Meeting Date: May 21, 2019

Prepared By: Karen Gerrity, Town Administrator

Consent Information Action Discussion

STAFF REPORT FROM TOWN ADMINISTRATOR

STAFF ACCOLADES

This month we recognize Melinda LaJudice, the Administrative Assistant at Town Hall. She has taken on the extra duty of purging the Eco Pass database of pass holders who no longer live in the district. This is a thankless job and she has to deal with very unhappy people. Together Melinda and Finance Support Specialist Christy Ruehman sent out 637 suspension notices, suspended 399 riders and deactivated 187 riders. Melinda handles these tricky situations with a positive attitude.

PHASE 1 ENVIRONMENTAL SITE ASSESSMENT

DS Environmental Consulting, Inc. provided the town of Nederland with a Phase I Environmental Site Assessment (ESA) report for the 750 W 5th Street site. The Property visit, interviews and historical database search were conducted in conjunction by Quantum Water and Environment and DS Environmental Consulting, Inc.

This Phase I ESA has revealed no evidence of Controlled Recognized Environmental Conditions (RECs) in connection with the Property, and this Phase I ESA has revealed no evidence of Historical RECs in connection with the Property. However, staining observed across the concrete slab for the former building indicates that petroleum product and potentially other chemical releases have occurred, which may have traveled through the floor drains and breaches/cracks in the concrete pad and contaminated soil or groundwater. These indications of past releases are considered a REC to the Property.

Upon consideration of the evidence for a release of petroleum products observed during the site inspection and noted by the User, a Vapor Encroachment Condition (VEC) cannot be ruled out for the Property. DS recommends conducting a Phase II ESA to assess whether releases of petroleum products and/or other chemicals used within the former building at the site have impacted the soil or groundwater.

COUNTY-WIDE HAZARD MITIGATION PLAN UPDATE

Boulder County Municipalities are collaborating on an update to the Hazard Mitigation Plan. Town Administrator Karen Gerrity is participating in the process which will result in an inclusive revision process focused on the mitigation goals of our communities. A revised plan will help enable us to protect our critical facilities, reduce liability exposure, minimize the impact and disruption caused by hazards and reduce the costs of disaster response and recovery.

The Natural Hazards Department of the University of Colorado staff will facilitate an “Asset Mapping” of the Peak to Peak Mountain Region. This will take place on June 26 at 1pm at the Nederland Fire Protection District administration building. We'll map out and have future reference to the items, personnel and the services available to those of us in the Peak to Peak region during and after a disaster.

BIG SPRINGS EGRESS

The Boulder County Public Hearing for the Nederland Big Springs Egress land use application is being held on Thursday, May 30 at 1pm on the third floor of the County Courthouse located at 1325 Pearl Street.

U.S. FOREST SERVICE LAW ENFORCEMENT OFFICER

Andrew Young is the new U.S. Forest Service Law Enforcement Officer stationed in Boulder, replacing longtime officer Paul Krisanits who retired in May 2018. Andrew comes to the Arapaho and Roosevelt National Forest from the Nez-Perce Clearwater National Forest in Idaho where he has been working in the range program and has also had the opportunity to work with many other programs including recreation, timber, and special uses in addition to Forest Service law enforcement. Andrew is currently in Federal Law Enforcement Training Center training. Then he's on to 12 weeks of field training. He is expected to be back on the district by August.

BUILDING AND PLANNING

Community Development P&B Report (text) from mid-April to mid-May 2019
A total of 8 building permits were issued to include: 4 miscellaneous residential permits for minor improvements, 1 basement finishes, 2 residential additions and 1 new single family dwelling.

The Deputy Zoning Administrator (DZA) processed 5 Excavation/ROW permits and 1 banner permits during this time, 3 addressing requests. The DZA put the long and short term rental advisory committee work session packet together and took notes for a reconvening of this committee on 4.24.2019 preceding the Planning Commission meeting.

On a personal note, the DZA took time off to attend a hempcrete building workshop in Lindale, Texas. Hempcrete is made from the crushed stalk of the hemp plant

which is mixed with hydraulic and hydrated lime and water. This material is in-filled into double-studded framed walls for a non-toxic replacement of the insulation and drywall. With a lime plaster replacing the internal and exterior wall paint. Given the structure that she worked upon was on a concrete slab, wood-framed, and roofed already, it utilized a standard building model which can appeal to builders, with additional appealing benefits of hempcrete, esp. the fireproof qualities among others:

- Environmentally more friendly with less use of petrochemicals.
- Low maintenance.
- Exceptionally quiet from exterior and interior noise.
- Potential carbon neutral construction.
- Aesthetically pleasing with other materials (stone, wood, tile).
- Plaster invented in B.C. creates a waterproof, breathable shell.
- Thermal mass assists temperature control in low and high temperatures.
- Insect and rat resistant.
- Fireproof and earthquake resistant.
- Scalable cost - on par with or less per square foot than a wood frame house.

SafeBuilt's April activity report is attached.



AGENDA INFORMATION MEMORANDUM PLANNING COMMISSION

Meeting Date: May 22, 2019

Prepared By: Karen Gerrity, Town Administrator

Dept: Admin

Consent Information Action Discussion

AGENDA ITEM:

Review of Boulder County response to proposed DRAFT language from the Town regarding a Comprehensive Development IGA.

SUMMARY:

There exists a Comprehensive Development Plan Intergovernmental Agreement (IGA) between Boulder County and the Town of Nederland which went into effect in March, 2002 with a 20 year term.

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 Nederland Board of Trustees (BOT) and Boulder County Commissioners, and a vote of the town electorate.

Town staff, Boulder County Land Use staff, the Boulder County Commissioners, and the BOT have spent the past 18 months discussing the DRAFT IGA and proposed map. Based on these conversations a DRAFT version of the proposed IGA and Map was created.

The draft IGA includes changes to streamline the annexation procedure, and to ensure timely responses to referrals and establishment of clear procedures for processing amendments.

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. Annexation would need to be initiated by the property owner.

The draft reflects an expiration date of 2032, 10 years from the current 2022 expiration date.

At the March 5, 2019 board meeting, the BOT agreed to send to the County a proposal that included deletion of parcel-specific language for 3 (a) Eldora Road

Parcel Southeast and adding two parcels to the Primary Planning Area as requested by the property owners.

The BOT received an email response from County staff that included updated IGA drafts, a summary providing background and explanation for the proposed terms for parcel 3 (a) and updated maps including PPAs 6 & & as requested by property owners.

These documents are included as attachments to this memo.

The BOT reviewed the DRAFT IGA and Map at their May 7, 2019 meeting. They asked staff to send these documents to the planning commission for review and recommendations. The only change they asked staff to make to the document is to remove the language in PPA#2 regarding “increased densification”. The BOT also gave direction to the planning commission to organize a community outreach to the residents of PPA#2.

QUESTION BEFORE THE COMMISSION:

Does the planning commission have any recommendations to share with the Board of Trustees regarding the DRAFT IGA and Map?

ATTACHMENTS:

- DRAFT IGA including Town and County revisions redlined
- Clean Version of DRAFT IGA and Map
- County Summary to provide background and explanation
- Updated Maps
- Community Feedback From May 7, 2019 BOT Meeting

**NEDERLAND AREA 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 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 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 NPA 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 factors, natural resources, and natural hazards 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. The Parties through this IGA intend 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, limit impacts on wildlife, minimize risks related to wildfire and natural hazards, 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 and County will seek ways to implement its land use and development regulations in a manner that reflects the community values of diverse housing choice and affordability.

1.2.2 Wildlife. Primary Planning Areas 3, 4 and 5 (see Section 1.2.4) are located within a Wildlife Migration Corridor that is designated in the Environmental Resources Element of the BCCP. As such, the cumulative impacts of development on wildlife movement in this area is of high importance. Therefore, within one year of the effective date of this IGA, a third-party independent study will be conducted that identifies the current, known migration patterns of the elk herd active in this area and makes recommendations for implementing development in a manner that minimizes the impact to wildlife that utilize the migration corridor. Any development in PPAs 3, 4, 5 must be compatible with the recommendations included in the report of study findings. The study should also consider potential trail development on adjacent lands in its recommendations and seek input from Colorado Parks and Wildlife and the U.S. Forest Service.

1.2.3 Natural Hazards. Upon annexation and review of any development proposals the Town will consider and seek to limit and mitigate risks related to natural hazards, with a particular emphasis on minimizing risk related to wildfire given the community's location and proximity to heavily forested land.

1.2.4 Parcel-Specific Provisions. The language within this Section 1.2.4 reflects the Parties' understanding that it is appropriate to consider annexation of 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. The Town has a limited capacity for providing infrastructural support to annexations and it is critical that developments pay their own way regarding water, sewer, road improvements, and other services. Recognizing the Town's long-held interest in maintaining its unique character, and that additional development would have impacts on wildlife, transportation, and the environment, this IGA allows for very limited expansion and additional intensity of use of areas eligible for annexation, identified as Primary Planning Area in Exhibit B. The Parties' intent is to generally restrict additional residential density beyond that which is currently allowed under county jurisdiction, with the exception of Area 3(a).

1.2.4.1 Area 1. Lots 1 through 5 of Caribou Ranch-Sherwood Gulch may be annexed subject to the deed restrictions recorded on May 29, 2013 in the real property records of the Boulder County Clerk and Recorder at Reception Nos. 3315352, 3315353, 3315354, 3315355, 3315356 respectively.

1.2.4.2 Area 2. Area 2 is composed primarily of developed parcels in County-approved subdivisions. It contains single-family development in forested areas with some steep slopes. The area is very susceptible to wildfire and has limited access. The Town has indicated it has capacity in its water and sewer systems to serve some of the existing development if properties in Area 2 were annexed. Providing services may benefit water quality and protect wildfire. The County and Town agree that Area 2 is eligible for the Town to annex.

1.2.4.3 Area 3(a) (“Eldora Road Parcel Southeast”). The parcel contains a number of development constraints that must be addressed at the time of annexation. Consistent with previous development proposals, this parcel shall only be annexed for the purpose of multi-unit housing to address the community’s need for more diverse and affordable housing options. As a result, annexing this parcel 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) Prior to annexation, the property owner must agree to deed restrict at least 50 percent of the total number of units to be permanently affordable, with those units serving a variety of income levels, consistent with the goals outlined in the Regional Housing Strategy “Expanding Access to Diverse Housing for our Community” completed in December, 2017.

In addition, special consideration will be given to areas of the property with high landslide susceptibility based on County mapping, and any proposed development must be referred to the Colorado Geological Survey, and must be compatible with the recommendations resulting from the wildlife study referenced in 1.2.2. Prior to any development on the parcel, the following plans for the site must be established with input from the County: wildfire mitigation, safe routes to school, access location and improvements to address issues such as visibility and sight lines, and a plan for how impacts to elk migration will be minimized.

1.2.4.4 Area 3(b) (“Eldora Road Parcel, Northeast”). The Town has capacity in its water and sewer systems to serve existing development if the “Eldora Road Parcel, Northeast” was annexed. Providing services would benefit water quality. Therefore, the County and Town agree that the parcel is eligible for the Town to annex. Any additional development on the property should be designed with a goal to add to the community’s diversity of housing types.

1.2.4.5 Area 3(c) (“Water Utility Parcel”). The County and Town agree that the parcel is eligible for the Town to annex.

1.2.4.6 Area 3(d) (the “Nederland High School Parcel”). The Nederland High School Parcel is eligible for the Town to annex.

1.2.4.7 Areas 4 & 5. The County requests that any development in these areas be completed in a manner that is sensitive to natural resources and habitat, and does not conflict with the County’s trail network. In recognition of potential cumulative impacts on elk migration in the Nederland area, any development on these parcels must be compatible with the recommendations resulting from the wildlife study referenced in 1.2.2.

1.2.4.8 Areas 6 & 7. The Town has capacity in its water and sewer systems to serve existing development if these parcels were annexed. Providing services would benefit water quality. Therefore, the County and Town agree that the parcels are

eligible for the Town to annex. Any additional development on the properties should be designed with a goal to add to the community's diversity of housing types.

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 Maps attached hereto as Exhibits A and B, 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. Exhibit A and B identify, designate and define 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.

3.1.2 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.

3.1.3 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.

3.1.4 The Town agrees that in establishing the boundaries of any area proposed to be annexed, any portion of a platted street that is within, or directly adjacent to, the area to be annexed, the entire width of said street or alley shall be included within, or directly adjacent to, the area annexed.

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 Exhibits A and B 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 development right sending sites without the approval of the Town.

6.0 COMMUNITY BUFFER. The County agrees not to process any zoning map amendments other than a change to Mountain Institutional that would allow more intensive zoning designation 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.

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

10.1.7 Implementing the Boulder County Sustainable Energy Plan.

10.1.8 Implementing the Boulder County Regional Affordable Housing Strategic Plan.

10.1.9 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.

10.1.10 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.

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

10.1.12 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:

APPROVED AS TO FORM:

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

By: _____
Elise Jones, Chair

Date: _____, 2019

ATTEST:

APPROVED AS TO FORM:

DRAFT

**NEDERLAND AREA 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 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 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 NPA 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 factors, natural resources, and natural hazards 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. The Parties through this IGA intend 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, limit impacts on wildlife, minimize risks related to wildfire and natural hazards, 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 and County will seek ways to implement its land use and development regulations in a manner that reflects the community values of diverse housing choice and affordability.

1.2.2 Wildlife. Primary Planning Areas 3, 4 and 5 (see Section 1.2.4) are located within a Wildlife Migration Corridor that is designated in the Environmental Resources Element of the BCCP. As such, the cumulative impacts of development on wildlife movement in this area is of high importance. Therefore, within one year of the effective date of this IGA, a third-party independent study will be conducted that identifies the current, known migration patterns of the elk herd active in this area and makes recommendations for implementing development in a manner that minimizes the impact to wildlife that utilize the migration corridor. Any development in PPAs 3, 4, 5 must be compatible with the recommendations included in the report of study findings. The study should also consider potential trail development on adjacent lands in its recommendations and seek input from Colorado Parks and Wildlife and the U.S. Forest Service.

1.2.3 Natural Hazards. Upon annexation and review of any development proposals the Town will consider and seek to limit and mitigate risks related to natural hazards, with a particular emphasis on minimizing risk related to wildfire given the community's location and proximity to heavily forested land.

1.2.4 Parcel-Specific Provisions. The language within this Section 1.2.4 reflects the Parties' understanding that it is appropriate to consider annexation of 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. The Town has a limited capacity for providing infrastructural support to annexations and it is critical that developments pay their own way regarding water, sewer, road improvements, and other services. Recognizing the Town's long-held interest in maintaining its unique character, and that additional development would have impacts on wildlife, transportation, and the environment, this IGA allows for very limited expansion and additional intensity of use of areas eligible for annexation, identified as Primary Planning Area in Exhibit B. The Parties' intent is to generally restrict additional residential density beyond that which is currently allowed under county jurisdiction, with the exception of Area 3(a).

1.2.4.1 Area 1. Lots 1 through 5 of Caribou Ranch-Sherwood Gulch may be annexed subject to the deed restrictions recorded on May 29, 2013 in the real property records of the Boulder County Clerk and Recorder at Reception Nos. 3315352, 3315353, 3315354, 3315355, 3315356 respectively.

1.2.4.2 Area 2. Area 2 is composed primarily of developed parcels in County-approved subdivisions. It contains single-family development in forested areas with some steep slopes. The area is very susceptible to wildfire and has limited access. The Town has indicated it has capacity in its water and sewer systems to serve some of the existing development if properties in Area 2 were annexed. Providing services may benefit water quality and protect wildfire. The County and Town agree that Area 2 is eligible for the Town to annex.

1.2.4.3 Area 3(a) (“Eldora Road Parcel Southeast”). The parcel contains a number of development constraints that must be addressed at the time of annexation. Consistent with previous development proposals, this parcel shall only be annexed for the purpose of multi-unit housing to address the community’s need for more diverse and affordable housing options. As a result, annexing this parcel 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) Prior to annexation, the property owner must agree to deed restrict at least 50 percent of the total number of units to be permanently affordable, with those units serving a variety of income levels, consistent with the goals outlined in the Regional Housing Strategy “Expanding Access to Diverse Housing for our Community” completed in December, 2017.

In addition, special consideration will be given to areas of the property with high landslide susceptibility based on County mapping, and any proposed development must be referred to the Colorado Geological Survey, and must be compatible with the recommendations resulting from the wildlife study referenced in 1.2.2. Prior to any development on the parcel, the following plans for the site must be established with input from the County: wildfire mitigation, safe routes to school, access location and improvements to address issues such as visibility and sight lines, and a plan for how impacts to elk migration will be minimized.

1.2.4.4 Area 3(b) (“Eldora Road Parcel, Northeast”). The Town has capacity in its water and sewer systems to serve existing development if the “Eldora Road Parcel, Northeast” was annexed. Providing services would benefit water quality. Therefore, the County and Town agree that the parcel is eligible for the Town to annex. Any additional development on the property should be designed with a goal to add to the community’s diversity of housing types.

1.2.4.5 Area 3(c) (“Water Utility Parcel”). The County and Town agree that the parcel is eligible for the Town to annex.

1.2.4.6 Area 3(d) (the “Nederland High School Parcel”). The Nederland High School Parcel is eligible for the Town to annex.

1.2.4.7 Areas 4 & 5. The County requests that any development in these areas be completed in a manner that is sensitive to natural resources and habitat, and does not conflict with the County’s trail network. In recognition of potential cumulative impacts on elk migration in the Nederland area, any development on these parcels must be compatible with the recommendations resulting from the wildlife study referenced in 1.2.2.

1.2.4.8 Areas 6 & 7. The Town has capacity in its water and sewer systems to serve existing development if these parcels were annexed. Providing services would benefit water quality. Therefore, the County and Town agree that the parcels are eligible for

the Town to annex. Any additional development on the properties should be designed with a goal to add to the community's diversity of housing types.

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 Maps attached hereto as Exhibits A and B, 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. Exhibit A and B identify, designate and define 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.

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3.1.4 The Town agrees that in establishing the boundaries of any area proposed to be annexed, any portion of a platted street that is within, or directly adjacent to, the area to be annexed, the entire width of said street or alley shall be included within, or directly adjacent to, the area annexed.

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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.

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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:

APPROVED AS TO FORM:

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

By: _____
Elise Jones, Chair

Date: _____, 2019

ATTEST:

APPROVED AS TO FORM:

DRAFT



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

Summary of Proposed IGA Terms for Parcel 3a

April 5, 2019

Boulder County recognizes that members of the Nederland Board of Trustees have concerns with the county’s proposed IGA terms for parcel 3a (“Eldora Road Parcel Southeast”). This summary provides the rationale and context for the proposed terms.

Background:

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”).¹ This is the same parcel that is named the Eldora Road Parcel Southeast in the proposed IGA.

The development proposed at the time of the annexation petition was for 45-60 units of multi-family residential (affordable, senior, other) contained in three clusters of buildings, a community trail linking Town to the Nederland high school, and other amenities.

The annexation referral prompted the county to open Docket IGA-14-0001 to process the IGA amendment required for the annexation to proceed. The Boulder County Planning Commission recommended denial in a hearing on December 16, 2014 citing inconsistency with the 2013 Town of Nederland Comprehensive Plan. The Town’s Comprehensive Plan and IGA did not plan this area for future development, and did not plan for any expansion of the town boundary. At a hearing on March 5, 2015 the Board of County Commissioners (BOCC) put the docket on hold until such time as more information is available to address the concerns raised in the hearing.

Staff from the county’s Parks and Open Space Department did not support the proposal due to its potential effects on the elk migration corridor. Colorado Parks and Wildlife shared those concerns. There was a mix of support and opposition from members of the Nederland community.² Those opposing annexation and development cited inconsistencies with the existing Boulder County/Town of Nederland IGA and the Nederland Comprehensive Plan, as well as concerns with the distance from downtown Nederland, increased traffic, wildlife impact, site disturbance, and aesthetic impacts. BOCC expressed specific concerns with the proposed development and suggested looking at the issues more comprehensively, including looking at the IGA more broadly. BOCC’s primary concerns included:

- Conflict with a critical wildlife migration corridor
- Site use:
 - Density and location of development, and the extent to which it would address the community’s need for affordable and senior housing
- Transportation:
 - Access to transit

¹ Referred by Town of Nederland Board of Trustees in Resolution 2014-14.

² The Town Board of Trustees did not take formal action on the initial annexation petition other than to accept it and then refer it to the County under the terms of the IGA. Their resolution formally referring it stated that the referral did not constitute an approval.

- Safety / traffic volume
- Proximity to amenities in town
- Wildfire hazard

BOCC did not decide on the matter. Rather, they directed staff to follow up and gather more information, having noted that changes to the proposal would be needed, or additional information provided to arrive at a plan that addressed BOCC’s concerns and would be deemed acceptable.

Proposed Terms for Parcel 3a:

In negotiating the terms of the proposed IGA county staff has prioritized the first two concerns listed: wildlife migration corridors and site use.

The topic of the wildlife migration corridor relates to the intensity of development in Nederland more broadly. Therefore, the proposed IGA (Section 1.2.2) includes language requiring a third-party independent study on the known migration patterns of the elk herd active in the area, impacts of development on wildlife that use the migration corridor in the area, and potential trail development on adjacent lands near the area of Primary Planning Areas (PPAs) 3, 4, and 5. The proposed language then requires that development in those areas be compatible with the recommendations included in the report of study findings.

Regarding site use, county staff believes that if the site is to be developed at a much higher density than currently envisioned in both the IGA and Nederland Comprehensive Plan that compromise should only occur if the new development provides a significant benefit to the community, and if impacts are minimized and mitigated. Therefore, staff proposes that the number and location of units on the parcel be guided by the recommendations of the wildlife study, and that half of the total units developed on the property be permanently deed-restricted as affordable, in keeping with the goals of the regional housing plan (“[Expanding Access to Diverse Housing for Our Community](#)”) to which Nederland is a signatory. Affordable housing at the scale referenced in the IGA is consistent with the previous development proposals for the property, and the county is not proposing any limit to the level of affordability (i.e., percentage of Area Median Income, or “AMI”) the deed restricted units would serve.³ In tying the language to the regional housing plan and not a specific level of affordability it would be at Nederland’s discretion to set any specific affordability requirements at the time of annexation.

If the land is not used to develop multi-unit housing it could also be developed consistent with what is currently allowed on the property while it is in county jurisdiction: a single-family home.

³ As stated on page 20 of the regional housing plan: “This regional housing plan recommends that the 12% goal be comprised of about 30% ownership housing and about 70% rental housing. This approach responds to recent needs assessments demonstrating significantly greater need for rental housing as well as evaluation of existing organizational and funding capacity to preserve and build affordable homes. The following guidelines are recommended: Homes acquired or built for ownership will serve households with incomes from about 150% AMI. Homes acquired and built for rent will serve households with incomes from 0 to 80% AMI. About 200 homes will designated as Permanent Supportive Housing and will be included within the rental housing goal. The anticipated income ranges may be updated as local market conditions and housing policies evolve. Some jurisdictions have already adopted specific local housing goals. Jurisdictions that have not adopted specific goals are encouraged to do so.”

Similarity to other IGAs

Boulder County does not see any legal issue with including parcel-specific language within an IGA. Boulder County has used parcel specific language in a number of IGAs, including some with the Town of Nederland.⁴

In the Lyons Planning Area IGA, Boulder County designated certain areas within the Primary Planning Area to be “No Development Areas.” As a result, upon annexation, the IGA required those parcels with the No Development Area to execute a Conservation Easement prohibiting structures or development in the preserved area. Further, this IGA called out two specific parcels, and then-owners of those parcels, and stated those two parcels may not be developed for residential uses. Please reference section 3.1 of the Lyons Planning Area IGA to see the specific language.

In the 9557 Paradise Lane Amendment to Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan IGA, specific parcels have very detailed conditions of annexation. For example, on one parcel contemplated to be annexed to the City of Louisville, the IGA restricts the aggregate residential density to a maximum of 6 clustered units. On another parcel, no residential units are permitted at all. On yet two different parcels, all future use is limited to right-of-way uses, agriculture, and open space.








Boulder County and the Town of Nederland have even worked together in the past to not only have parcel specific language in an IGA, but also parcel specific language that required the development of affordable housing. In the first executed IGA for Boulder County and the Town of Nederland for the Mud Lake Property, a lot of parcel specific language was included. In particular, the Town of Nederland agreed to convert the Boulder Valley School District bus barn into the new Town Fire Station, and in exchange use the current fire station for 12 units of Boulder County affordable housing and 2 Habitat for Humanity residences. In addition, on a parcel called the South Mud Lake Industrial Parcel, 18 acres of the parcel was limited to having no more than 18 residential units upon annexation. Although the portion of the IGA requiring the current fire station to be converted to 12 units of affordable housing was later amended out of the agreement, both the Town of Nederland and Boulder County have historically understood the importance of providing affordable units and incorporating that united goal in IGAs.

Those are just three examples of parcel specific language in IGAs that Boulder County is a party to, however, there are many other examples. We would be happy to provide additional examples if you would like.

⁴ The following website provides access specific IGA documents: <https://www.bouldercounty.org/property-and-land/land-use/planning/intergovernmental-agreements-iga/>



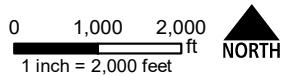
Legend

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

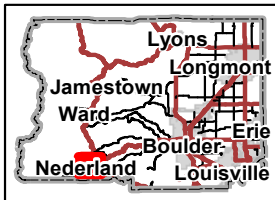
**PPA numbers designate areas for parcel specific provisions*

**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.*

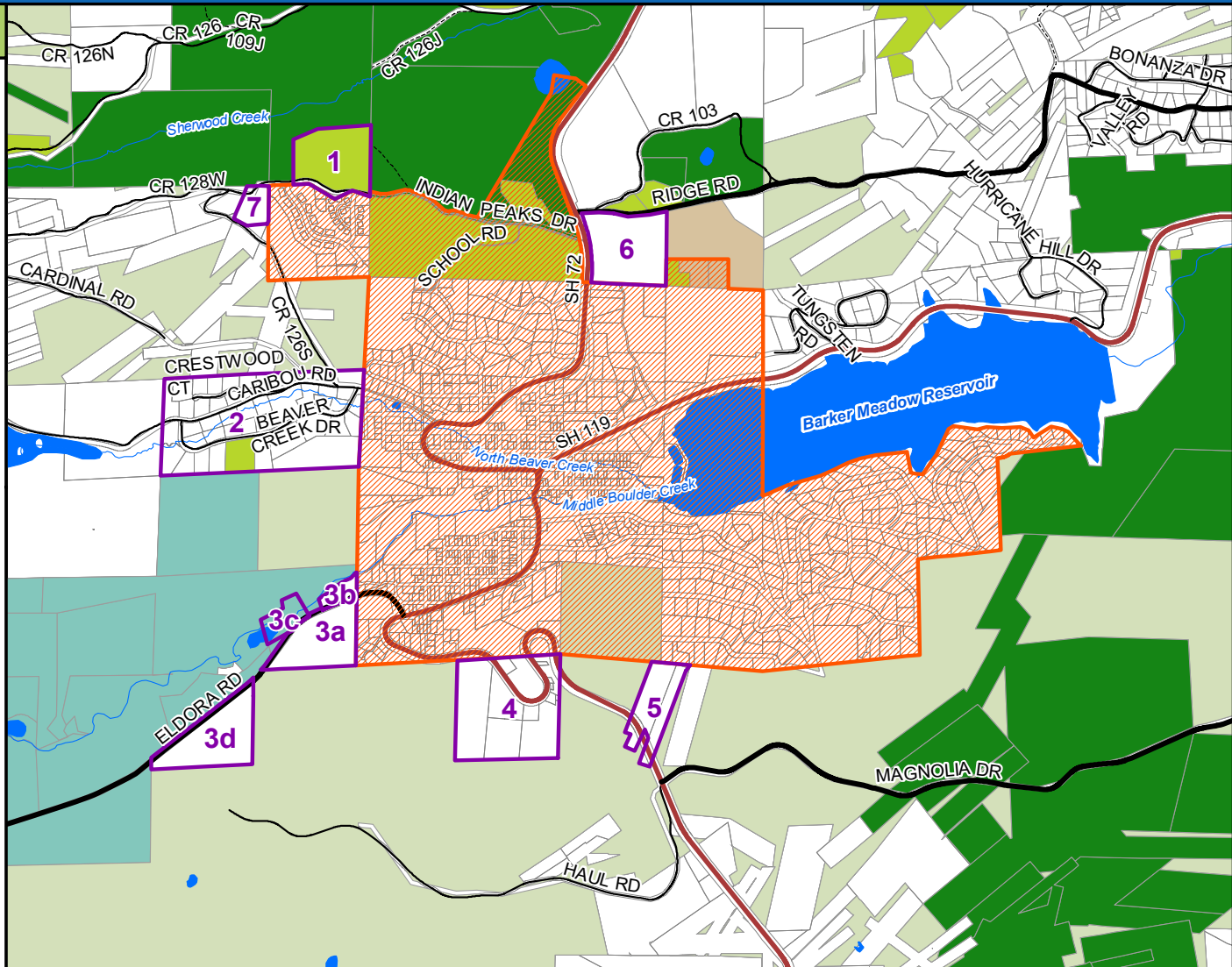
Adopted: __/__/2019



Area of Detail



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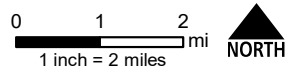
Legend

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

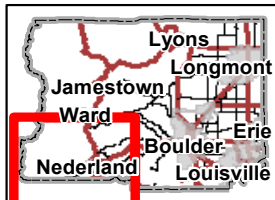
NPA Boundary Description
 All lands in Boulder County that are also within T1S-R74W; T1S-R73W; and the western 5/6th of T1S-R72W.

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

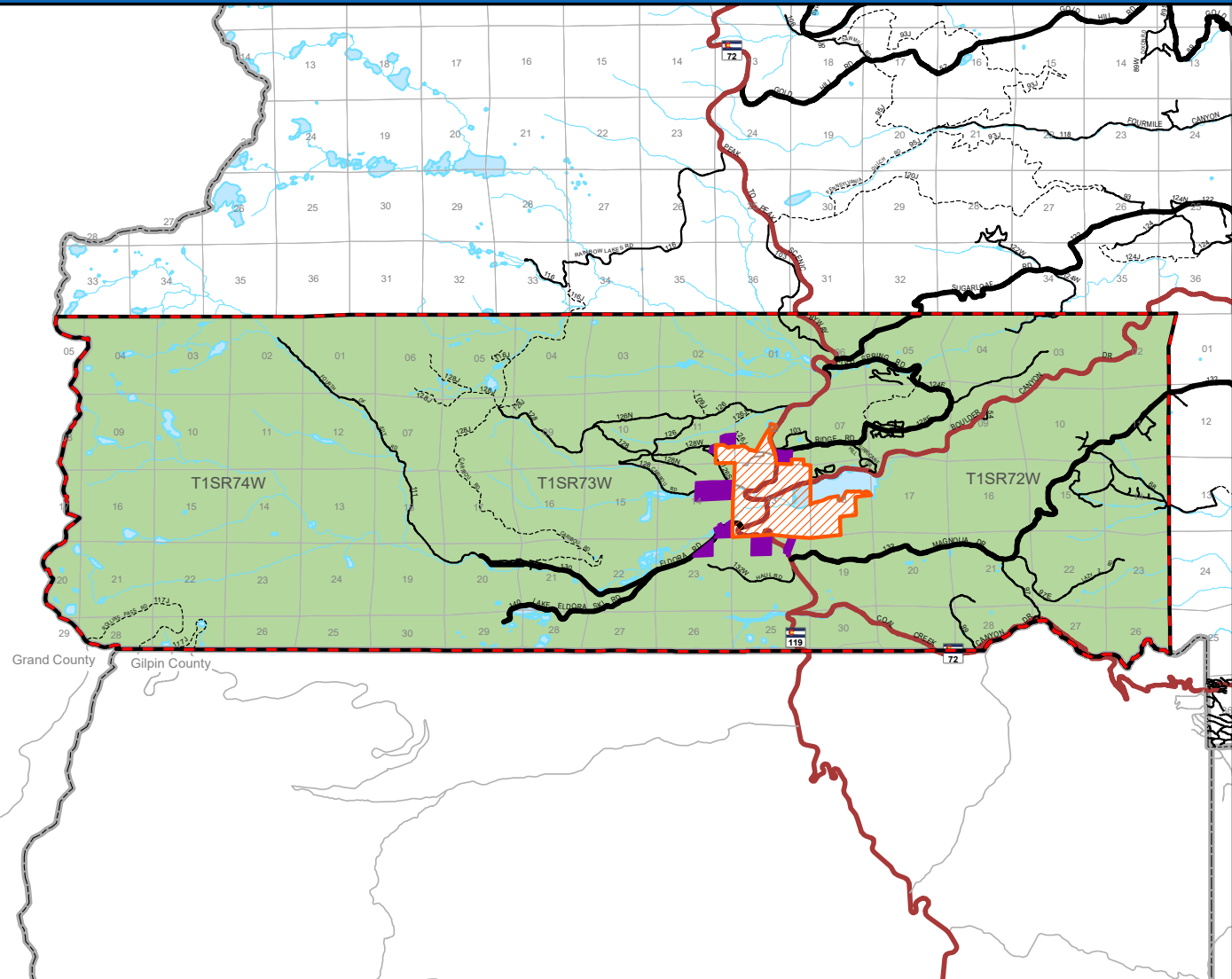
Adopted: __/__/2019



Area of Detail



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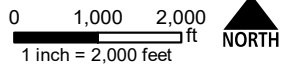


Legend

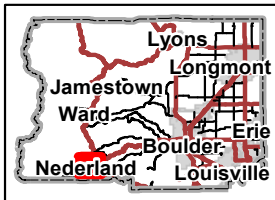
- Primary Planning Area (PPA)
- Town of Nederland
- Rare Plant Areas
- Significant Natural Communities
- Riparian Areas
- Wetlands
- Critical Wildlife Habitats
- Wildlife Migration Corridors
- County Open Space
- County Conservation Easement
- Other Open Space
- USFS Land
- Private Conservation Easements

*PPA numbers designate areas for parcel specific provisions

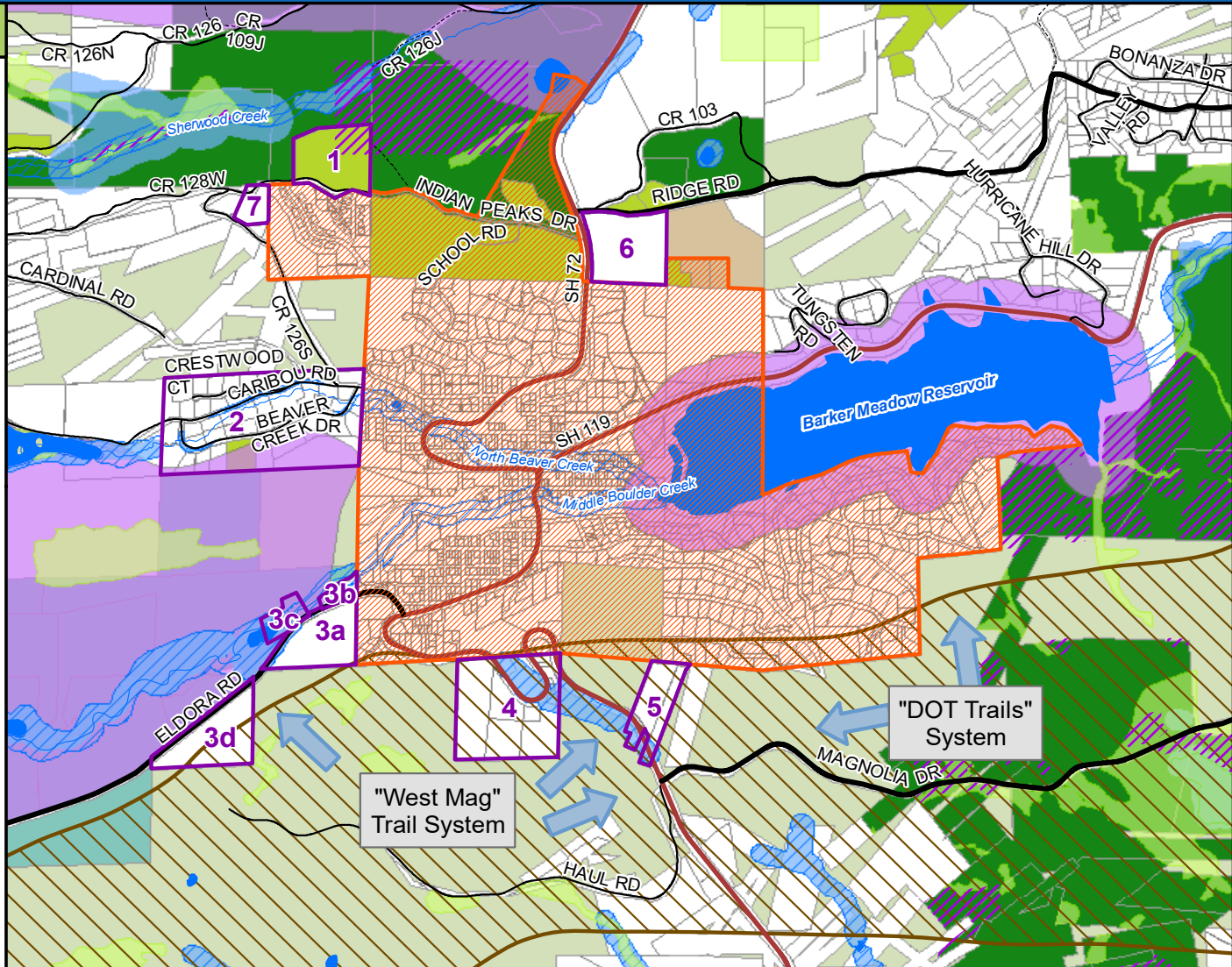
Adopted: __/__/2019



Area of Detail



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



From: [Hope Jordan](#)
To: ["Hope Jordan"](#)
Subject: FW: Comments on IGA
Date: Monday, May 06, 2019 10:09:35 AM

-----Original Message-----

From: Karen Gerrity [<mailto:kareng@nederlandco.org>]
Sent: Monday, May 06, 2019 10:04 AM
To: 'Roger Cornell'; 'Steve Williams'
Cc: Hope Jordan
Subject: RE: Comments on IGA

From: Roger Cornell
Sent: Monday, May 06, 2019 10:00 AM
To: Karen Gerrity; Steve Williams
Subject: Comments on IGA

> To: Nederland Board of Trustees
> From: Roger Cornell, Planning Commission Chair and Steve Williams, Planning Commission Vice-Chair
>
> We would like to comment on the Boulder County IGA and have two issues to discuss,
> The 1st issue concerns the Beaver Creek parcel labeled zone #2 in the IGA, there are about 40
parcels in this area and after asking several property owners and asking the question at the community
forum there seems to be no clear answer to who and why this parcel is being considered
> for annexation. If you consider the platted lots and the the way Beaver Creek flows through the valley
there would be very limited areas for any further development. Because so many properties are involved
we would hope that the BOT has heard from a large group of residence who would
> want to be included in the IGA. We suggest that the property owners conduct a "Neighborhood
Meeting" to determine input for a path forward. We feel that in all areas designated on the IGA
planning map that there should be a written application from the property owners requesting that
properties be placed in the planning area. This is most important in zone #2 where there are so many
properties.
>
> Our 2nd issue is to formally ask that the final draft of the IGA be sent to the Planning Commission for
our review and comments. At this point the PC has only reviewed the preliminary plan and have not be
able to review the latest plan and the changes.
> At the community meeting with Boulder County it was very clearly stated that both County and
Nederland Planning Commissions would review and comment on the final draft of the IGA.
> We request that you would take this action for the PC to have a final review of the IGA.
>
>
>
>
>

cynthiab@nederlandco.org

From: Hope Jordan <TownClerk@nederlandco.org>
Sent: Tuesday, May 7, 2019 4:14 PM
To: 'Hope Jordan'
Subject: FW: [BOT] No on Beaver Creek Annex
Attachments: Untitled attachment 00417.txt

From: BOT [mailto:bot-bounces@nederlandco.org] **On Behalf Of** Aaron Dressel
Sent: Tuesday, May 07, 2019 3:18 PM
To: bot@nederlandco.org; kareng@nederlandco.org
Subject: [BOT] No on Beaver Creek Annex

My name is Aaron Dressel and I am the owner of *** Beaver Creek dr. I do not wished to be annexed to the Town of Nederland and wish to stay under Boulder County. Thank you

Take care,

Aaron M. Dressel

Cell: (985) 981-1355

cynthiab@nederlandco.org

From: Hope Jordan <TownClerk@nederlandco.org>
Sent: Monday, May 6, 2019 10:09 AM
To: 'Hope Jordan'
Subject: FW: Comments on IGA

-----Original Message-----

From: Karen Gerrity [mailto:kareng@nederlandco.org]
Sent: Monday, May 06, 2019 10:04 AM
To: 'Roger Cornell'; 'Steve Williams'
Cc: Hope Jordan
Subject: RE: Comments on IGA

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Sent: Monday, May 06, 2019 10:00 AM
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>
>
>
>

>

cynthiab@nederlandco.org

From: Hope Jordan <TownClerk@nederlandco.org>
Sent: Monday, May 6, 2019 4:27 PM
To: 'Hope Jordan'
Subject: FW: public comment for the record regarding IGA discussion

From: Hope Jordan [mailto:TownClerk@nederlandco.org]
Sent: Monday, May 06, 2019 4:23 PM
To: 'Hope Jordan'
Subject: FW: public comment for the record regarding IGA discussion

On Fri, Mar 1, 2019 at 1:58 PM Karen Gerrity <kareng@nederlandco.org> wrote:

Good Afternoon. Please see this message from May Jarril. I've also attached a copy.

For the Record

To: Nederland Board of Trustees, cc to county

Re: Docket IGA-14-0001

Proposed revision and extention to the Nederland Area Boulder County Comprehensive Development Plan IGA

From: Mary Jarril

March 1st, 2019

Comments

I attended the meeting February 12th with Boulder County and Town officials, staff, and the public, to learn more and participate in discussion about the proposed update to the Comprehensive Development Plan IGA. My thanks to all of you who presented this!

Here are the facts, as I know them;

1. Development in Nederland should adhere to its Comprehensive Plan
2. Our latest plan does not list annexation as a goal
3. Many people still think a vote is required on any annexation proposal

4. There seems to be no apparent desire to rush this except on the part of a few individuals

a. One of those areas, 3a, has been extensively discussed in public meetings before the town and there is broad public support. If the plan is moved forward, Boulder County should be left out of regulating this property. Other parcels should only be considered after a thorough public review garners enough widespread and overwhelming support to justify violating our Comprehensive Plan, something which sets a bad precedent.

For these reasons, I believe the annexations and the IGA which goes with them are premature. Unless the matter is brought before the people, it should not be approved in any form.

Recommendation:

1. Preferred: Allow IGA to expire

2. Less Preferred: Move forward with parcel 3a only, and delete Boulder County regulation provisions on this property. Pass only with voter approval.

Thank you,

Karen Gerrity

Nederland Town Administrator

303-258-3266 ext 1010

kareng@nederlandco.org

From: [Hope Jordan](#)
To: "[Hope Jordan](#)"
Subject: FW: public comment for the record regarding IGA discussion
Date: Monday, May 06, 2019 4:26:51 PM

From: Hope Jordan [mailto:TownClerk@nederlandco.org]
Sent: Monday, May 06, 2019 4:23 PM
To: 'Hope Jordan'
Subject: FW: public comment for the record regarding IGA discussion

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For the Record

To: Nederland Board of Trustees, cc to county

Re: Docket IGA-14-0001

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Thank you,

Karen Gerrity

Nederland Town Administrator
303-258-3266 ext 1010
kareng@nederlandco.org

From: [BOT](#) on behalf of [Karen Gerrity](#)
To: bot@nederlandco.org
Subject: [BOT] IGA comment -James Rawsthorne
Date: Tuesday, May 07, 2019 10:31:51 AM

FYI

From: James Rawsthorne
Re: IGA agreement comment

I am opposed to the current IGA agreement with Boulder County because it is a contract for the expedited annexation of properties without the approval of the voters of Nederland. In my opinion, the agreement holds no value for the Citizens of Nederland, the sole goal of the agreement seems to be providing the Nederland Board of Trustees an avenue for approving annexations without having vetted them with either our planning commission or the voters. The Evans parcel has previously been recommended against annexation by the Nederland Planning & Zoning commission, and has previously been denied development permits by Boulder County. We can ill afford to go down the road of annexing properties without both the approval of the voters of Nederland, nor without the proper analysis of whether our current infrastructure can handle these potential developments. More than 9 out of 10 Nederland residents I have spoken with insist that annexations be approved by the voters, rather than just by the Board of Trustees.

It is insufficient to say that Nederland residents can petition for a referendum. If our intent is to respect the will of our citizens, we will not put such obstacles in front of them. I would suggest that the IGA be modified to explicitly state that all annexations be approved by the Nederland Planning Commission, in addition to approval by referendum by the voters of Nederland. Small annexations can be bundled in a referendum to minimize costs. Larger annexations costs must be carried by the applicants, along with projected loads to infrastructure being identified and a plan for infrastructure improvement necessary to accommodate the desired annexation.

In my opinion, the current IGA agreement serves no purpose other than speeding up the process of annexation and empowering the Board of Trustees to annex without the approval of the voters. Proper vetting and analysis of the potential annexations will most likely take several years. We are engaging high risk as a community by going down this road.

Sincerely,
James Rawsthorne

BOT mailing list
BOT@nederlandco.org
http://nederlandco.org/mailman/listinfo/bot_nederlandco.org



AGENDA INFORMATION MEMORANDUM NEDERLAND PLANNING COMMISSION

Meeting Date: May 22, 2019
Prepared By: Cynthia Bakke
Dept: Planning and Zoning
Information _____ Action X Discussion _____

AGENDA ITEM:

Review the Nederland Farmers Market (NFM) proposal for sign location upon Highway 119

SUMMARY:

The Nederland Farmers Market would like to install a sign on Highway 119, facing traffic going both directions, at the corner of the E. St., to direct market traffic. The attachment shows a mock-up of the possible sign design and a few locations for possible sign placement. The NFM has CDOT approval to install a regulation sign as a non-profit entity. As instructed by Town Hall, NFM are hoping that the advisory board reviews by the Planning Commission, PROSAB, DDA, and SAB approve our design and location. Upon the various board motions and recommendations of approval, the NFM will present to the BOT to pass a resolution allowing us to install the sign. The NFM requests that a motion be passed for this signage by each board at their next regularly scheduled meeting. Please let us know when this item is scheduled on your agenda, and if needed we can send a representative from the market to present the sign request.

Please be sure any recommendation includes:

- Sign approval
- Sign location
- Recommended sign color
- Recommended sign verbiage/content

ATTACHMENTS:

1. Nederland Farmers Market sign proposal

Sign Design:

This sign would have the arrow reversed on the other side, and the "This Sunday" piece would either be removable or able to cover over for non-market weeks. We could do the sign with and without the colorful logo on top. The background color could be brown, blue, or white.



Sign Location:

Option A



Option B



Option C

