



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

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

**WITNESSETH**

**WHEREAS**, § 29-20-101 *et seq.*, C.R.S. as amended, authorizes the Parties to enter into intergovernmental agreements to plan for and regulate land uses in order to minimize the negative impacts on the surrounding areas and protect the environment, and specifically authorizes local (i.e., town and county) governments to cooperate and contract with each other for the purposes of planning and regulating the development of land by means of a "comprehensive development plan;" and

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

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

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

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

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

**WHEREAS**, consistent with the municipal annexation, utility services, and land use laws of the State of Colorado, this Intergovernmental Agreement including, specifically, the annexation and open space portions hereof, is intended to encourage the natural and well-ordered future development of each Party; to promote planned and orderly growth in the affected areas; to distribute fairly and equitably the costs of government services among those persons who benefit therefrom, to extend government services and facilities to the affected areas in a logical fashion; to simplify providing utility services to the affected areas, to simplify the governmental structure of the affected areas, to reduce and avoid, where possible, friction between the Parties and to promote the economic viability of the Parties; and

**WHEREAS**, the functions described in this Intergovernmental Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided in Article 20 of Title 29; Part 1 of Article 28 of Title 30; Part 1 of Article 12 of Title 31; and Parts 2 and 3 of Article 23 of Title 31, C.R.S., as amended; and

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

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

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

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

**1.0 LYONS PLANNING AREA (LPA) COMPREHENSIVE DEVELOPMENT PLAN.**

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



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

**2.0 EXPANSION OF THE LPA.**

2.1 During the term of this Intergovernmental Agreement, the Town of Lyons shall expand the LPA within Boulder County only pursuant to mutual agreement of the Parties and the amendment of Exhibit A in accordance with this Intergovernmental Agreement. Any expansion of the LPA shall include only properties for which 1/6<sup>th</sup> of the property's perimeter or outer boundary is contiguous with the then-existing LPA boundary. An expansion shall not be accomplished by the use of a "flagpole" to gain the contiguity necessary to expand the LPA. An expansion of the LPA shall not create or result in an "enclave" (a parcel of land located outside of the LPA but surrounded by property within the LPA).

2.2 The following circumstances or events *shall* constitute sufficient grounds for an expansion of the LPA by the Town Board of Trustees and the Board of County Commissioners pursuant to section 2.2:

2.2.1 Expansion(s) necessary to implement any intergovernmental agreement between the Town and Boulder County that provides for a program of transferable development rights (TDR). Expansion shall be authorized to create receiving sites and/or sending sites in accordance with any intergovernmental agreement.

2.2.2 Expansion(s) necessary to include or annex property owned by the Town of Lyons and which is actively used by the Town for the provision or delivery of municipal services including but not limited to park or public recreational areas, water and wastewater treatment facilities, water diversion structures, and water storage tanks.

2.3 The following circumstances or events *may* form the basis of eligibility and justify a request for the consideration by the Parties of an expansion of the LPA by the Parties pursuant to section 2.2:

2.3.1 Expansion(s) necessary to accommodate inclusion into the Town of Lyons a "major industrial or commercial development" where the parties determine that land inside the LPA does not meet the needs of such development. A "major industrial or commercial development" shall include a non-residential development that is projected to provide permanent or regular employment opportunities for 50 or more persons and/or potential or estimated tax or other revenue to the Town greater than or equal to any existing industrial or commercial enterprise within the Town of



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

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

**3.0 ANNEXATION AND DEVELOPMENT OF PROPERTY.**

**3.1 Land Within the LPA.**

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



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

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

3.2 Land Outside of the LPA.

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

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

4.0 **OPEN SPACE.**

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



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

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

**5.0 TOWN OF LYONS UTILITIES.**

- 5.1 It will be necessary for the Town to seek additional water supplies, water storage, and water and sewer transportation and treatment facilities, both within and without the Lyons Planning Area. The areas designated in the Map portion of Exhibit A as the LPA shall be deemed to be the Town's "Service Area" for all purposes, including, but not limited to, Boulder County's Regulations of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code. To the extent such supplies and facilities are necessary to serve development within the LPA which is consistent with the provisions of this Intergovernmental Agreement, the County agrees to use its best efforts in good faith to take action under any permitting requirements without undue delay, recognizing applications for such permits as being in conformance with this Comprehensive Development Plan and Intergovernmental Agreement.

- 5.2 To this end, the County agrees that the Town, in applying for such permits under the provisions of the Regulation of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code, shall not be required to demonstrate compliance with the following provisions of said Regulation, where the proposed utility development will serve only lands within the LPA: Section 8-511(B)(3), (10), and (13), (C)(1) and (C)(2)(a), (D) and (E). The County through the Board of County Commissioners finds, pursuant to Section 8-504 of the Boulder County Land Use Code, that this intergovernmental agreement shall serve in lieu of review of



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

**6.0 IMPLEMENTATION PROCEDURES.**

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

**7.0 REFERRALS.**

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



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



## 8.0 GENERAL ADVISORY PLANNING POLICIES FOR THE LPA.

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



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

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



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

## 9.0 AMENDMENTS.

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



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

**10.0 NON-SEVERABILITY.**

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

**11.0 BENEFICIARIES.**

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

**12.0 ENFORCEMENT.**

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

**13.0 DEFENSE OF CLAIMS/INDEMNIFICATION.**

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

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



**14.0 GOVERNING LAW AND VENUE.**

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

**15.0 TERM.**

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

**16.0 PARTY REPRESENTATIVES.**

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

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

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

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

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

**TOWN OF LYONS**  
Board of Trustees

By: Dick Henshaw  
Mayor or Mayor Pro Tem

Date: December 19, 2002

ATTEST:  
Debra K Anthony  
Town Clerk

APPROVED AS TO FORM:  
Pontti  
Town Attorney

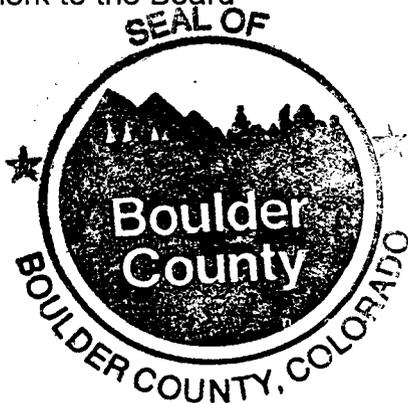
**COUNTY OF BOULDER**  
Board of County Commissioners

Jana L. Mendez  
Chairperson

Date: 12/30/2002, 2002

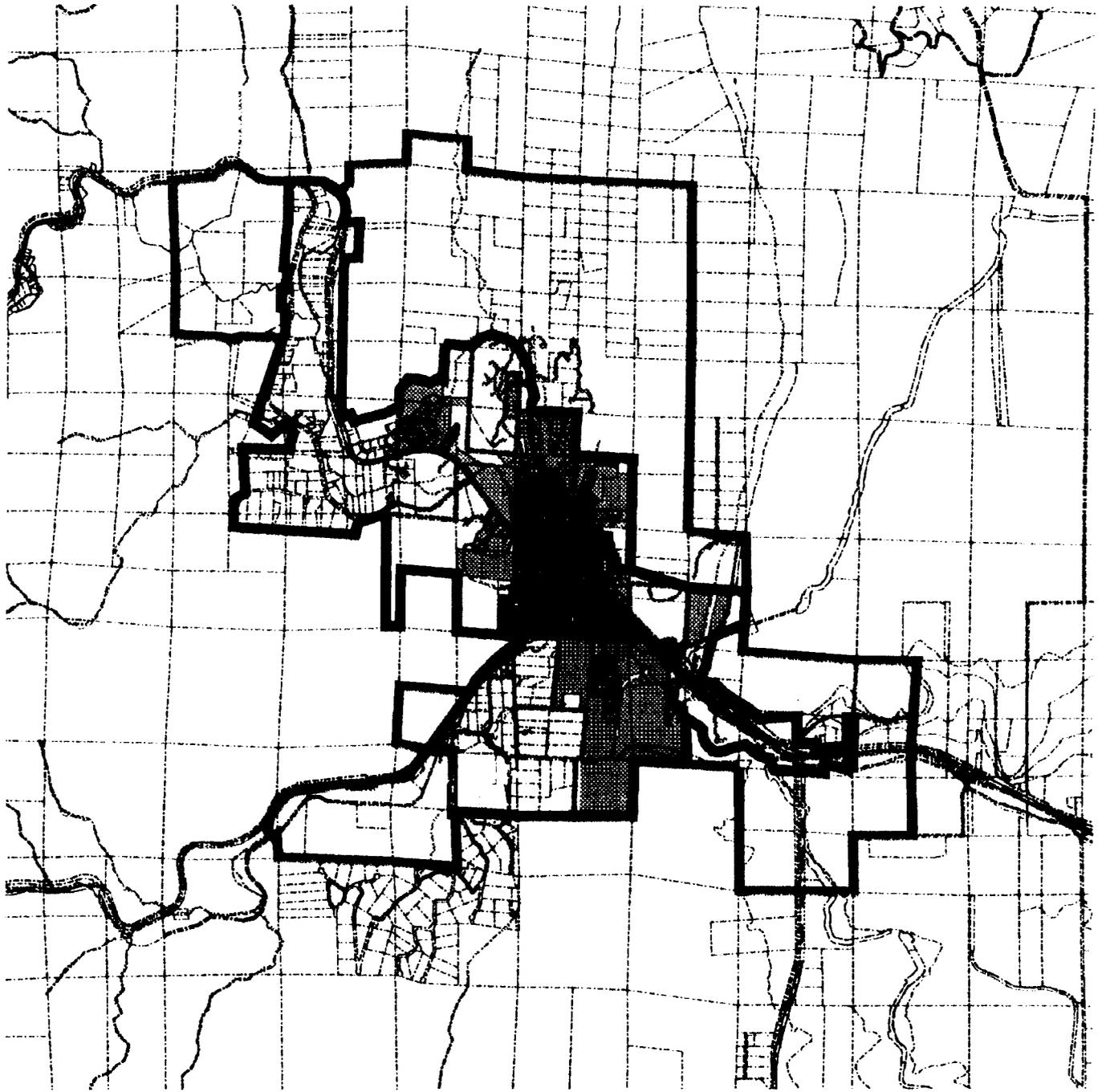
ATTEST:  
Diana M. Ashurst  
Clerk to the Board

APPROVED AS TO FORM:  
H. Lawrence  
County Attorney





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Jan 2002

### IGA Boundary Definitions

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

### Land Use Categories

- |  |                       |  |                                    |
|--|-----------------------|--|------------------------------------|
|  | High Density          |  | Public Institutional               |
|  | Medium Density        |  | Site Use Area                      |
|  | Light Industry        |  | Boulder County National Open Space |
|  | Open Space            |  | Planning Area                      |
|  | Commercial            |  |                                    |
|  | Community Development |  |                                    |
|  | Multiple Public Lands |  |                                    |

3000 0 3000 Feet



## Lyons, Colorado

### PLANNING AREAS

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