

SUCCESSOR
INTERGOVERNMENTAL AGREEMENT
TO
BOULDER VALLEY TDR
COMPREHENSIVE DEVELOPMENT PLAN
INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement, by and between the City of Boulder, a Colorado home rule municipal corporation ("Boulder"), and the County of Boulder, a body politic and corporate of the State of Colorado ("Boulder County") (collectively the "Parties"), made to be effective on the 22nd day of June, 2000.

WITNESSETH:

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 functions described in this 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; §31-12-101, et seq.; and parts 2 and 3 of article 23 of title 31, C.R.S., as amended; and

WHEREAS, Boulder and Boulder County have previously entered into a jointly adopted comprehensive plan for the entirety of the Boulder Valley (the "Boulder Valley Comprehensive Plan," hereinafter "BVCP"), which provides in general terms for the preservation of the rural character of those lands designated thereunder as "Area III;" and

WHEREAS, the Parties subsequently entered into the "Boulder Valley TDR Comprehensive Development Plan Intergovernmental Agreement" (hereinafter "TDR IGA"), providing for the relocation of residential development units into Areas I and II of the BVCP through the use of the County's non-urban planned unit development ("NUPUD") and transferrable development right ("TDR") programs; and

WHEREAS, said TDR IGA provides for its termination by mutual agreement of the Parties, and the Parties desire to terminate said TDR IGA through this Agreement, in order to accomplish further goals of the Parties and in order to continue the cooperation of the Parties in the acquisition and preservation of open space; and

WHEREAS, the Parties have each taken action to approve this Agreement in accordance with provisions of law.

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

1. BOULDER VALLEY TDR COMPREHENSIVE DEVELOPMENT PLAN IGA RESCISSION.

This Agreement is adopted by the Parties as the Successor Intergovernmental Agreement to the Boulder Valley TDR Comprehensive Development Plan Intergovernmental Agreement. This Agreement supersedes the TDR IGA, as amended, and said former Intergovernmental Agreement is hereby rescinded in its entirety as of the effective date hereof, as provided in Section 15 of the TDR IGA.

2. ACQUISITION OF CITY UTILITY PROPERTY AT 95TH AND LOOKOUT ROAD.

The City's Wastewater Utility Enterprise currently owns a 160 acre parcel currently used for agricultural purposes at the northeast corner of the intersection of 95th St. and Lookout Road, the SW¼ of Section 4, T1N, R69W, 6th PM, Boulder County, Colorado. On or before December 1, 2000, the City Wastewater Utility Enterprise shall sell said parcel to the City of Boulder Open Space Department to be held for open space purposes. In connection with said sale, the City Wastewater Utility Enterprise shall convey a perpetual conservation easement, using the County's standard open space conservation easement form, to the County without cost to the County.

3. CARIBOU RANCH ACQUISITION.

The City and the County are currently negotiating for the acquisition of conservation easements over the remainder of Caribou Ranch west of Nederland. The purchase price for this acquisition will be paid by the City, and the County will reimburse City for its negotiated share of the acquisition in five equal annual installments, subject to annual appropriation.

4. LOCATION OF TDR UNITS IN AREA III OF THE BVCP.

The County may permit the location of TDR units within Area III of the BVCP upon the referral of a request for review of proposals therefor from the County to the City and the City Council's approval of same. Such units must be sent only from lands designated as sending areas in the map attached to the Boulder Valley TDR IGA as amended. The City agrees that, should the City Council fail to act upon such request within 60 days of the date of such referral, its approval shall be conclusively presumed.

5. FORBEARANCE OF CITY OPEN SPACE ACQUISITION.

For the term of the this Agreement, City agrees that it shall forbear the acquisition of a fee or conservation easement interest in the parcels totaling 120 acres located in Section 32, T2N, R70W, 6th PM, Boulder County, Colorado, to the north and east of the platted subdivision lands, except where the Board of County Commissioners has given its consent to a proposed acquisition. The Board of County Commissioners may permit up to 60 transferred development

rights to be developed on such parcels.

6. CITY ASSURANCES - OPEN SPACE ACQUISITIONS.

The City assures the County of its continuing intention to negotiate for and acquire lands within Area III as well as the "Northern Tier" area, designated in the prior Boulder Valley TDR IGA as amended, and to thereby extinguish a substantial number of development units in the area.

7. AMENDMENTS.

This Agreement contains the entire agreement between the Parties. Any proposed amendment of the Agreement 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.

8. SEVERABILITY.

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

9. BENEFICIARIES.

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

10. ENFORCEMENT.

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

11. DEFENSE OF CLAIMS.

If any person allegedly aggrieved by any provision of the Agreement and who is not a Party to the Agreement should sue any Party concerning such provision, such Party shall, and the other Party may, defend such claim upon receiving timely and appropriate notice of pendency of such claim. Each Party shall be responsible for its own costs and for the payment of damages and attorneys fees awarded against it.

12. GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of Colorado, and venue shall lie in the County of Boulder.

13. TERM AND EFFECTIVE DATE.

This Agreement shall become effective upon the date set forth above after signature of an authorized representative of the governing bodies of each of the Parties. This Agreement shall remain in effect for a period of ten years, and terminate upon the expiry of that period, or sooner by mutual agreement of the Parties.

14. PARTY REPRESENTATIVES.

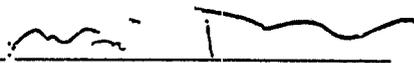
Referrals made under the terms of this Agreement shall be sent to the Parties' representatives as follows:

PARKS AND OPEN SPACE DIRECTOR OF BOULDER COUNTY
P.O. Box 471
Boulder, CO 80306-0471

BOULDER CITY MANAGER
P.O. Box 791
Boulder, CO 80306-0791

WHEREFORE, the Parties have entered into the foregoing Agreement to be effective on the date first above written.

CITY OF BOULDER

By 
Will Toor, Mayor

10/14/00
Date

ATTEST:

APPROVED AS TO FORM:

Deputy

City Clerk


Joseph N. de Raismes, III
City Attorney

COUNTY OF BOULDER

BY: BOARD OF COUNTY COMMISSIONERS

Ronald K. Stewart

Ronald K. Stewart, Chair

6-20-00

Date

ATTEST:

Carol A. Gardiner

Clerk to the Board

APPROVED AS TO FORM:

H. Lawrence Hoyt

H. Lawrence Hoyt
County Attorney

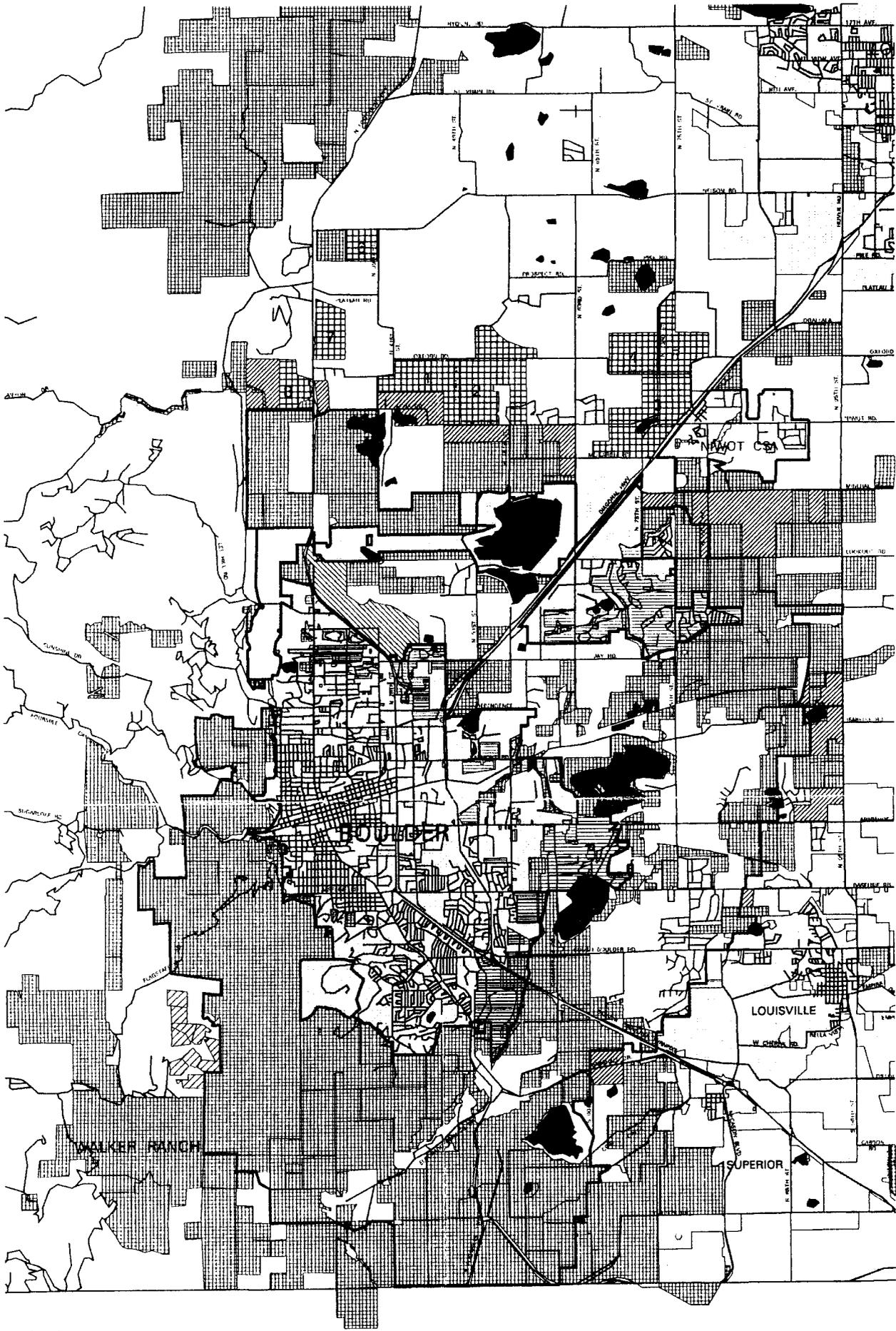


EXHIBIT A

Boulder Valley Comprehensive Plan TDR Plan Area

- | | |
|--|--|
|  Rural Preservation Area - Area III (S) |  Area I and other city limits |
|  Planning Reserve Area - Area III |  Area II |
|  Accelerated Open Space Acquisition outside Area III (S) |  Publicly Controlled Land |
|  Private land enclave Between Boulder Mountain Parks and USFS (S) | |
|  Northern Tier Lands outside BVCP (S) | (S) = Sending area |



SCALE 1:100000
April 5, 1995



Boulder County Land Use Dept.
GIS Division

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