

LAFAYETTE/LOUISVILLE BUFFER
COMPREHENSIVE DEVELOPMENT PLAN
INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement by, between and among the City of Lafayette, a Colorado home rule municipal corporation (Lafayette); the City of Louisville, a Colorado statutory city (Louisville); and the County of Boulder, a body politic and corporate of the State of Colorado (Boulder County); (collectively the "Parties") is made to be effective on the 9th day of July, 1996. ¢

WITNESSETH:

WHEREAS, §29-20-101 et seq., C.R.S. as amended, enables 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 governments to cooperate and contract with each other for the purpose 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 characters of Lafayette and Louisville, respectively, are preserved, the Parties believe that a comprehensive development plan which recognizes the annexed areas and development approved by each community, accompanied by binding commitments by the responsible jurisdictions for the preservation of the rural character of surrounding lands within the Plan Area, is in the best interest of the citizens of each of the Parties; and

WHEREAS, the limitation of rezoning or other discretionary land use approvals by Boulder County and of annexation or development by Lafayette or Louisville, of certain lands within the Plan Area, is intended to preclude increased development and urban sprawl which would obliterate the boundaries of Lafayette and Louisville and would, if permitted in the unincorporated area, require the provision of urban services by Boulder County, in contravention of provisions of the Boulder County Comprehensive Plan; and

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

WHEREAS, the Parties find that designating a portion of the Plan Area to remain as rural in character for the purpose of preserving a community buffer serves the economic and civic interest of their citizens and meets the goals of the Boulder County Comprehensive Plan; and

WHEREAS, with respect to the annexation provisions herein, the City of Lafayette and the City of Louisville declare that the rural preservation designations and land use regulations contained in this Agreement affect the future development of each municipality. Consistent with the municipal annexation, utility service, and land use laws of the State of Colorado, this Agreement, including specifically the annexation and utility service 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 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 Agreement and the adoption of a comprehensive development plan for the subject lands, hereinafter referred to as the "Plan Area", as shown on the map portion of the Development Regulations ("Regulations") attached hereto as Exhibit A.

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

1. LAFAYETTE/LOUISVILLE BUFFER AREA COMPREHENSIVE DEVELOPMENT PLAN.

This Agreement, including Regulations (both text and Map portions) attached hereto as Exhibit A, is adopted by the Parties as the Lafayette/Louisville Buffer Area Comprehensive Development Plan (the "Plan") governing the Plan Area.

2. CONTROLLING REGULATIONS.

Restrictions on use and development of lands within the Plan

Area as provided in Exhibit A shall control and supersede local regulations of the Regulatory Party to the extent they conflict. For purposes of this Plan, the "Regulatory Party" is that Party having regulatory jurisdiction over the subject property at the time, or seeking to acquire such jurisdiction through annexation. A Party shall be deemed to be "seeking" annexation as of the date when an annexation petition is filed. No Party shall agree with any landowner or other person or entity interested in any parcel within the Plan Area to allow any use or development which does not comply with the Plan without first obtaining a Plan Amendment as set forth herein.

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. Any Party adopting such procedures, plans, policies, ordinances or regulations shall give each of the other Parties sufficient advance notice of such action as will enable such Parties, if they so desire, to comment upon the planned actions of that Party.

To the extent this Plan is silent as to a particular land use matter, existing local land use regulations as amended from time to time of the Regulatory Party having jurisdiction over the property shall control.

3. ANNEXATION PROVISIONS.

(a) Louisville and Lafayette each agree that they will immediately disclose to the other any and all instances in which they are approached by landowners in the Rural Preservation Area seeking annexation. Further, Louisville and Lafayette both commit that they are not currently pursuing any annexations within the Rural Preservation Area.

(b) Lafayette Influence Area: The Map portion of this Plan identifies areas currently located within unincorporated Boulder County which may in the future be annexed to the City of Lafayette. Nothing in this section or the Plan is intended to require the City of Lafayette to annex such area. However, the City of Lafayette and the City of Louisville agree that, if such area is to be annexed to or is to be provided water or sewer service by either municipality in the future, such area will be annexed to and will be so served by the City of Lafayette, not by the City of Louisville. By authorizing the execution of this Agreement, the City Council of Louisville finds and declares that the community of interest in the area so designated on the Map portion of this Plan is with the City of Lafayette rather than the City of Louisville.

(c) Louisville Influence Area: The Map portion of this Plan identifies areas currently located within unincorporated Boulder County which may in the future be annexed to the City of Louisville. Nothing in this section or the Plan is intended to require the City of Louisville to annex such area. However, the City of Louisville and the City of Lafayette agree that, if such area is to be annexed to or is to be provided water or sewer

service by either municipality in the future, such area will be annexed to and will be so served by the City of Louisville, not by the City of Lafayette. By authorizing the execution of this Agreement, the City Council of the City of Lafayette finds and declares that the community of interest in the area so designated on the Map portion of this Plan is with the City of Louisville rather than the City of Lafayette.

(d) Any property located within the current municipal limits of Louisville or Lafayette, and any property which hereafter annexes to either municipality in accordance with the provisions of this Agreement, which subsequently is disconnected from the municipality, shall thereafter, for purposes of this Agreement, be considered to be located within that municipality's influence area.

(e) The parcel identified as number "12" on the Map is a single parcel, but is split by a boundary which separates that portion included within the Lafayette Influence Area (approximately 35 acres) and that portion included within the Louisville Influence Area (approximately 30 acres). Since it is presumed that the owner of said parcel will seek annexation of one or both portions during the term of this Plan in accordance with the provisions of this paragraph, the Parties each commit that they will not object to such annexation on the basis that the annexation portion is less than the entire legal parcel in the owner's ownership.

4. OPEN SPACE.

Any of the parcels designated Rural Preservation Area on the Plan may be acquired as open space by the Parties. In the event that the Parties agree that any such parcel should be acquired, Boulder County shall pay one-half of the costs of such acquisition, with Lafayette and Louisville paying equal shares of the remainder of the acquisition cost. Nothing herein shall be construed to prevent any Party, or combination of Parties, from proceeding to acquire any of the designated parcels in the absence of the agreement of all Parties. A strip along the east boundary line of Parcel #1 is designated as a buffer area, and may be acquired pursuant to the provisions of this paragraph. In establishing this buffer area, Louisville shall use its best efforts in good faith to ensure that all development approvals require that this area remain a setback area, free of development, except as provided below in this paragraph. This area is intended to be 150 feet on the west side of the parcel's east boundary line, although the setback line defining the buffer area may be varied so that it is not a straight line, so long as the area so preserved is roughly equivalent to that which would be included in the area bounded by a straight line.

5. REFERRALS.

Any application or other proposal for annexation or development on any parcel within that portion of the Plan Area designated Rural Preservation Area shall be immediately referred

in writing to all Parties, and no action shall be taken thereon by the referring Party until such Parties have had the opportunity to respond concerning the proposal's conformity to this Plan and other land use concerns, all such responses to be received within 20 days of date of referral.

6. 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 Parties by the Regulatory Party. 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 Plan Area by any means in a manner inconsistent with this Agreement until and unless the Plan has been amended so that the proposed development or use of such parcel is consistent with the Plan.

7. NON-SEVERABILITY.

If any portion of this Plan is held by a court in a final, non-appealable decision to be per se 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.

8. 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.

9. 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.

10. DEFENSE OF CLAIMS/INDEMNIFICATION.

If any person allegedly aggrieved by any provision of the Plan and who is not a Party to the Plan should sue any Party concerning such Plan 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 Plan 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 Plan or regulations adopted by such Party implementing the Plan, Boulder County

shall, to the extent permitted by law, indemnify such Party for the amount of said judgment.

11. 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.

12. TERM AND EFFECTIVE DATE.

This Agreement shall become effective upon signature of an authorized representative of the governing bodies of the Parties. Except as provided herein, this Agreement shall remain in effect for a period of twenty (20) years from the effective date, unless terminated prior thereto by agreement of all the Parties or pursuant to the terms of section 7 above.

12. PARTY REPRESENTATIVES.

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

ENTITY:	REPRESENTATIVE:
County of Boulder	Director, Land Use Department P.O. Box 471 Boulder, CO 80306
City of Lafayette	City Administrator 1290 S. Public Rd. Lafayette, CO 80026
City of Louisville	City Administrator 749 Main St. Louisville, CO 80027

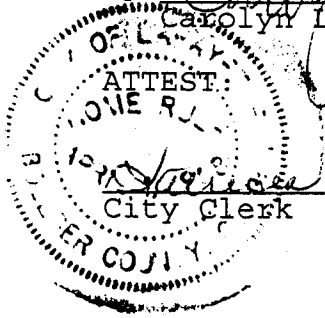
Name and address changes for representatives shall be made in writing, mailed to the other representatives at the then current address.

THIS AGREEMENT made and entered into to be effective on the date as set forth above.

CITY OF LAFAYETTE

By: *Carolyn L. Buchholz*
Carolyn L. Buchholz, Mayor

8-6-96
Date



ATTEST:
Patricia C. Tisdale
City Clerk

APPROVED AS TO FORM:

Patricia C. Tisdale
Patricia C. Tisdale, City Attorney

CITY OF LOUISVILLE

By: Tom Davidson
Tom Davidson, Mayor

7/15/96
Date

ATTEST:

APPROVED AS TO FORM:

[Signature]
City Clerk

Susan F. Griffiths
Susan Griffiths, City Attorney

COUNTY OF BOULDER

BY: BOARD OF COUNTY COMMISSIONERS

Ronald K Stewart
Ronald K. Stewart, Chair

7-9-96
Date

ATTEST:

APPROVED AS TO FORM:

Juan M. Ashcraft
Clerk to the Board

[Signature]
H. Lawrence Hoyt, County Attorney

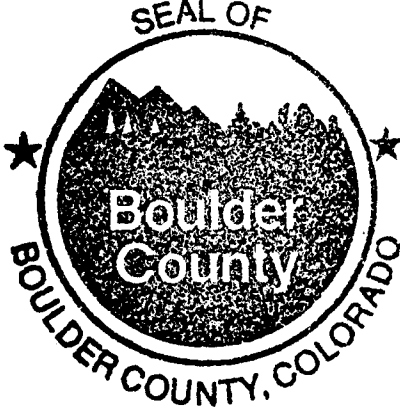


Exhibit A
(attached to Lafayette/Louisville Buffer Area IGA)

COMPREHENSIVE DEVELOPMENT PLAN REGULATIONS
(text portion)

1. INTRODUCTION:

This Comprehensive Development Plan (hereinafter "CDP") has been jointly developed and adopted by the Parties, and is entered into by Intergovernmental Agreement of said entities.

These Regulations are intended to provide specific land use and development restrictions governing the Parties' actions concerning parcels located within the subject Plan Area, the boundaries of which are set forth on the attached Map.

2. DEFINITIONS:

DEVELOPMENT: Construction or establishment of structures, parking areas, and/or surfaced vehicular roadways (except expansion of existing roads and except establishment of new roads where approved by all Parties), or establishment of new land uses.

PLAN AREA: Lands included within the boundaries of the designated Plan Area as set forth on the Map, including right-of-way, setback areas, and parcels subject to the Plan's development regulations.

STRUCTURE: Any thing which is built or constructed, including but not limited to an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, but excluding fences, retaining walls not over 6 feet in height, and buried utility lines.

3. REGULATION OF USE AND DEVELOPMENT OF RURAL PRESERVATION PARCELS.

For parcels designated Rural Preservation on the Map, those existing uses of such parcels which conform to Boulder County's regulations, or which are legally nonconforming, shall be permitted to continue, either as legal or legal nonconforming uses. No density increase beyond the limits currently permissible under the Boulder County Land Use Code shall be approved for any such parcel, nor shall any such parcel be annexed to any municipal Party, unless the same is approved through the Plan amendment procedure set forth in Section 6 of the Agreement above.

Development on parcels for which "vested rights" for further development have been acquired through an estoppel against Boulder County precluding the prohibition of such development established by a final, non-appealable court judgment in a proceeding of which the other Parties have been given timely notice and the opportunity to join or intervene shall be permitted to the extent such development is in conformance with the rights so acquired and occurs within the vested period.

Establishment of uses and development in conformance with the zoning (including approved PUD plans) and other land use and development regulations applicable to the property on the effective date of this Plan shall be permitted, where such uses or development continue to be permitted under the provisions of the Boulder County Land Use Code at the time at which they are sought to be established. Permission for such development shall be processed through the normal procedures otherwise established by Boulder County.

Approval of an NUPUD with residential density no greater than 2 units per 35 acres by Boulder County upon such lands is permitted pursuant to the regulations generally applicable therefor at the time of application submittal, and such approval is not for purposes of these regulations an increase in density.

Any proposed rezoning, subdivision, special use or other regulatory process, or amendment or modification of any existing zoning, PUD, special or conditional use, or subdivision plat, or issuance of a building permit, or proposed annexation, whether or not coupled with any such regulatory process, entered into for any lands designated Rural Preservation Area shall conform to the Plan, or with an approved amendment thereof, in order to be approved by the Regulatory Party.

