

CU South Annexation Agreement
Summary of Key Changes
September 2, 2021

Context

The Boulder City Council approved an annexation agreement for the CU Boulder South property on First Reading Aug. 10, 2021. Additional amendments to the agreement have been made in response to input from the city’s Planning Board, Boulder County staff and community members. This document briefly details those key changes. Next steps in the review process include:

- Sept. 14, 2021 at 6 p.m.: City Council Second Reading of the annexation ordinance and public hearing. Community members are encouraged to provide public testimony during this meeting.
- Sept. 21, 2021 at 6 p.m.: City Council deliberation and possible decision on the annexation.

Section I: Definitions

- Combined the general and use definitions into one list.
- Added cooperative housing definition.
- Added a sentence to the “Governmental Facilities” definition, underlined below.

“Governmental Facilities” means a (i) municipal, county, state, or federal structure, building, or use operated and maintained for the benefit or convenience of the occupants, employees, and customers of, or visitors to, the property, or (ii) joint research institute or endeavor between or among the University and federal departments or agencies in support of the University’s educational mission; but does not include academic buildings. Governmental Facilities will be compatible with walkable 15-minute neighborhoods. Examples of Government Facilities include research facilities used jointly with the National Institute of Standards and Technology, fire station, and a postal annex; but do not include airports.”

Section II: Regulatory Requirements Upon Transfer to a Subsequent Owner

- Paragraph 4: Added language clarifying that the intent, if transferred, is not for an “isolated enclave of single-family detached homes.”
- Paragraph 5: Added a list of uses that would be allowed if the property (or portion thereof) is transferred to any owner other than a university affiliate. The intent of these uses is to encourage a 15-minute residential neighborhood. The subsequent owner(s) would be subject to other limitations of the agreement, as well as the city’s regulatory

requirements, costs and review processes. Several uses will be required to undergo the city's Use Review process (indicated with a "U" below), while the others will be allowed by right.

Residential Uses, including:

- Efficiency Living Unit
- Dwelling Unit, Attached (U)
- Dwelling Unit, Detached
- Duplex
- Townhouse

Non-residential Uses that are intended to serve residents of the Property:

- Art or Craft Studio Space (U)
- Restaurants, Brewpubs and Taverns (U)
- Daycare Center
- Personal Service Uses
- Retail Sales, including: Accessory Sales, Convenience Retail Sales, Retail Sales
- Other uses, if, as part of a Use Review, the City, in its sole discretion, finds the proposed use consistent with the goal of establishing a development that is primarily residential in nature and furthers the implementation of a 15-minute walkable neighborhood (U)"

Section III: General Standards

- Paragraph 12.c: Clarified that the city will purchase open space on the property within one year following the "de-annexation period" (i.e., 3 – 5 years after the annexation).
- Collaboration on Open Space Land
 - Paragraph 14.a: The city and university will conduct an independent, third-party study of the existing light and noise conditions on the property prior to construction of any recreation facilities. The study will inform decisions on development to encourage the city and university to consider technological, operational, and locational options to mitigate light and noise impacts. The agreement will include a requirement that if the current conditions of noise and light degrade due to development by the university, the city and university will collaborate to mitigate impacts at the university's expense.

All lighted recreation facilities (including fields) or event facilities will be setback back at least 250 feet from the state natural area (i.e., adjacent city open space) or any existing dwelling units on adjacent properties.

- Paragraph 14.b: The university will hold no more than 20 nighttime events each year at parks and recreation facilities that require pole lighting.
- Paragraph 14.c: Plants and shrubs will be planted along the property boundary if any unlighted recreation facilities are constructed within 50 feet of the border between the Development Zone and Open Space Zone.
- Paragraph 15.a: The university will only construct parks and recreation facilities and not be permitted to connect to city utilities during the “De-annexation Period” (i.e., 3 – 5 years after annexation).
- Paragraph 15.d: If requested by the city, the university (or any owner) will construct fencing between its recreation facilities and adjacent city Open Space. Design goals for fencing were added to the agreement, including protection of sensitive habitat; prevention of social trails and access to active restoration sites; delineate property boundaries where different regulations may apply; wildlife passage; and limit cost to the extent possible.
- Paragraph 16.c, 16.d: Future university master planning will look for opportunities to minimize and mitigate light and noise impacts from future development.

Section IV: Zones of Consideration

- Paragraph 20.h: The university will consider the city’s preferred planting list.
- Paragraph 21.h: The university will prioritize consideration of shared facilities, like a running track and dog park, when developing a master plan for the property.
- Paragraph 22.a: The city and university are each required to mitigate the impacts of development to receive federal permits (e.g., flood mitigation, university development). Both parties will pursue joint mitigation work in the Open Space Zone. The city will own the Open Space Zone and perform all mitigation work, while the university will pay the city for the actual cost of mitigation, if needed.

Section V: Transportation

- Paragraph 24.d: Language added specifying that the university will employ physical and technological measures, for example RFID-activated gates, to prevent us of the roadways on the property to be used as a roadway bypass between State Highway 93 and Foothills Parkway.
- Paragraph 25: Phasing language added that development will be phased from north to south. Later development phases on the southern portion of the property may include a new access point from State Highway 93. A complementary phasing line was added to Exhibit C.
- Paragraph 26.d: Trips via public transit will not count towards the trip cap limits.
- Paragraph 27: The university will consider real-time vehicle traffic monitoring in lieu traditional traffic counts.
- Paragraph 28: The agreement allows 12 special event days per year that may exceed the trip cap limits. A special event definition was added as: any university or community related outdoor gathering on the Remaining Land Interest of at least 25 individuals assembled with a common purpose for a period of one hour or longer.
- Paragraph 35.a: Added language to state that Vision Zero Action Plan, 2019-21 will inform future design and construction of State Highway 93 access.
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- Paragraph 35.d, 35.e: The university will pay a transportation fee to the city, assessed at the time of development, for each residential unit and each square foot of non-residential space. The fee amount, shown below, would result in approximately \$3M if the property were completely built out. The city and university will jointly agree on allocating 50% of the fee to specific projects that benefit the CU South property. The remaining 50% will be allocated to network-wide impacts.

Section VII: Right of First Offer

- Paragraph 43.h: The amended agreement includes a Right of Second Refusal that provides the city with a second option to purchase within two years of declining an offer. This option is valid if an offer is made that is less than 90% of the offer the city previously declined.

Section VIII: Miscellaneous Provisions

- Paragraph 58: New language to address the parties' responsibilities in the event that annexation is challenged by referendum, initiative or judicially.