DRAFT AGENDA
TOWN OF LYONS
7:00 P.M., Monday, June 6, 2016
BOARD OF TRUSTEES MEETING
SHIRLEY F. JOHNSON COUNCIL CHAMBER
LYONS TOWN HALL, 432 5TH AVENUE, LYONS, COLORADO

I. Roll Call And Pledge Of Allegiance

II. A Reflective Moment Of Silence

III. Approval Of The Agenda

IV. Boulder County Sheriff's Report, Sgt. Nick Goldberger

V. Staff Reports

V.1. Financial Update - Reporton Expenditures Comaprison Q1 2015 Vs Q1 2016

V.1.a. 2015 Monthly Rollup Report

Documents: 2015 MONTHLY ROLLUP REPORT 12-31-15.PDF

V.1.b. 2016 Monthly Rollup Report

Documents: 2016 MONTHLY ROLLUP REPORT 5-31-16.PDF

V.1.c. Sales Tax Chart And Data Through March 2016

Documents: SALES TAX CHART AND DATA THRU MARCH 2016 SALES 5-31-16.PDF

V.2. Revised CDBG-DR R3 Priority List

Documents: CDBG 3 INFRASTRUCTURE LIST 5-20-16.PDF

V.3. Traffic Update

VI. Audience Business
Limited to 15 minutes - all comments limited to 4 minutes per person.

VII. Board And Commission Update (15 Min)

VII.1. Economic Development

VIII. Ordinances

VIII.1. Public Hearing - Ordinance 1,002, An Ordinance Amending Article 4 Of Chapter 11 Of The Lyons Municipal Code By Repealing And Reenacting Section 11-4-60 To Substitute The Name "LaVern M. Johnson Park" For The Park Formerly Known As Meadow Park

Documents: 1002-ORDINANCE ELIMINATING MEADOW PARK REF IN CODE 5 10 16.PDF

IX. Consent Agenda

IX.1. June 2016 Accounts Payable

Documents: BOT PAYABLES 060616.PDF

IX.2. May 27, 2016 Special BOT Meeting Minutes

Documents: MAY 27 2016 SPECIAL MEETING MINUTES.PDF

IX.3. May 16, 2016 Bot Meeting Minutes

Documents: MAY 16 2016 BOT MEETING MINUTES.PDF

IX.4. First Reading - Ordinance 1,000, An Ordinance Of The Board Of Trustees Of The Town Of Lyons Conditionally Rezoning Property Within The Town Of Lyons, Commonly Known As 304 2nd Avenue, From The (B) Business District To PUD-C (PUD-Residential, Conditionally Approving The Final PUD Plan And Approving The Development Agreement For The Subject Property.

Documents: 1000- ORDINANCE 1000 COVER SHEET.PDF

IX.4.a. Ordinance 1,000, An Ordinance Of The Board Of Trustees Of The Town Of Lyons Conditionally Rezoning Property Within The Town Of Lyons, Commonly Known As 304 2nd Avenue, From The (B) Business District To PUD-C (PUD - Residential, Conditionally Approving The Final PUD Plan And Approving The Development Agreement For The Subject Property

Documents: 1000 - VALLEY BANK (2ND PARK) REZONING AND FINAL PUD PLAN APPROVAL (1ST READING).PDF

IX.4.a.i. Ordinance 1,000 Attachment B

Documents: IX-4 ORDINANCE 1000 ATTACHMENT B.PDF

IX.4.a.ii. Ordinance 1,000 Attachment C

Documents: IX-4 ORDINANCE 1000 ATTACHMENT C.PDF

IX.4.a.iii. Ordinance 1,000 Site Development Plan

Documents: IX-4 2ND AND PARK - A01 - SITE DEVELOPMENT PLAN - 042516.PDF

IX.4.a.iv. Ordinance 1,000 Final PUD Plan

Documents: IX-4 ORD 1000 FINAL PUD PLAN.PDF

IX.4.a.v. Ordinance 1,000 Drainage Report

Documents: IX-4 2ND_AND_PARK_DRAINAGE_REPORT.PDF

IX.4.a.vi. Ordinance 1,000 Park Design Report

Documents: IX-4 2ND_AND_PARK_DESIGN_REPORT.PDF

X. General Business

X.1. Habitat For Humanity Overview - Informational

X.1.a. Executive Summary On Covenant

Documents: BOARD OF TRUSTEES EXECUTIVE SUMMARY ON COVENANT - REVISED MAY 2016.PDF

X.1.a.i. Habitat For Humanity Executive Summary Marketing And Selection

Documents: EXECUTIVE SUMMARY - HFHSVV MARKETING AND SELECTION OVERVIEW.PDF

X.1.a.i.1. Habitat For Humanity Preference Policy

Documents: HABITAT PREFERENCE POLICY.PDF

X.1.a.i.2. Habitat For Humanity Covenant - Clean

Documents: HABITAT FOR HUMANITY COVENANT - CLEAN.PDF

X.1.a.i.3. Habitat For Humanity Covenant - Suggested Revisions

Documents: HABITAT FOR HUMANITY COVENANT - SUGGESTED REVISIONS.PDF

X.1.a.i.4. Habitat For Humanity - Summary Of Possible Administrative Tasks

Documents: SUMMARY OF POSSIBLE ADMINISTRATIVE TASKS.PDF

X.2. Information/Discussion License Agreement For The Acquired Properties - Discussion

Documents: UPDATED MEMO FOR BOT AGENDA.PDF

X.2.a. DRAFT License Agreement For Newly Acquired Properties

Documents: DRAFT LICENSE AGREEMENT_FOR_NEWLYACQUIREDPROPERTIES.PDF

X.2.b. Draft Proposal Template For Use And Maintenance Of TOL Buy Out Properties

Documents: DRAFT PROPOSAL TEMPLATE.PDF

X.2.c. FEMA Hazard Mitigation Guide

Documents: HAZARD MITIGATION ASSISTANCE GUIDANCE_EXTRACTED.PDF

X.2.d. Deed Restrictions For Buyouts

Documents: DEEDRESTRICTIONSFORBUYOUTS.PDF

X.2.e. FEMA Model Deed Restriction

Documents: FEMA_MODEL_DEED_RESTRICTION.PDF

X.2.f. Acquired Lots Base Scoring

Documents: ACQUIREDLOTSBASESCORING.PDF

X.2.g. Scoring System For Acquired Lots Update

Documents: SCORINGSYSTEMFORACQUIREDLOTSUPDATE.PDF

X.3. Survey Of Citizens Regarding Options For Annexation Of Property In The Eastern Corridor For The Purpose Of Promoting Affordable Housing And Economic Development - Discussion/Direction To Staff

Documents: LYONS HOUSING SURVEY DRAFT05.25.16.PDF

X.4. Discussion Of Options For Obtaining An Affordable Housing Pre-Development Resource To Develop An RFP

Documents: X-4 COVER SHEET OPTIONS FOR OBTAINING AN AFFORDABLE HOUSING PRE-DEVELOPMENT RESOURCE TO DEVELOP AN RFP.PDF

XI. Items Removed From The Consent Agenda

XII. Trustee Reports

XIII. Summary Of Action Items

XIV. Executive Session

I. Executive session pursuant to Sections 24-6-402 (4)(f), (e), (a), and (b) to discuss a personnel matter regarding a specific employee who has not requested an open meeting; to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators; to discuss the possible purchase, acquisition, or lease of real property both within the Town of Lyons and in the Eastern Corridor; and to obtain advice as needed from the Town Attorney on any related legal issues; and specifically, to determine positions and develop strategy for negotiations and instruct negotiators concerning the possible acquisition of real property within the Town and in the Eastern Corridor, and to instruct negotiators concerning contracts and other matters that may be subject to negotiations.

XV. Adjournment

"The Town of Lyons will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. Persons needing accommodations or special assistance should contact the Town at hr@townoflyons.com as soon as possible, but no later than 72 hours before the scheduled event.

Report Criteria:
- Print Fund Titles
- Page and Total by Fund
- Total by Source
- Total by Department
- All Segments Tested for Total Breaks

Account Number	Account Title	2015-15 January Actual	2015-15 February Actual	2015-15 March Actual	2015-15 April Actual	2015-15 May Actual	2015-15 June Actual	2015-15 July Actual	2015-15 August Actual	2015-15 September Actual	2015-15 October Actual	2015-15 November Actual	2015-15 December Actual	2015-15 Total YTD Actual	2015-15 Prior year Budget
GENERAL FUND															
	Total TAXES:	21,776-	52,310	182,298	88,309	128,192	106,922	180,000	85,558	98,182	98,359	92,554	44,350	1,209,255	976,923
	Total FEES, LICENSES & PERMITS:	15,969	16,662	12,211	7,241	9,643	6,659	14,485	14,598	8,481	9,758	3,989	10,275	129,970	85,550
	Total INTERGOVERNMENTAL:	5,533	6,030	2,913	9,634	7,301	6,246	7,725	6,166	6,548	6,595	4,878	8,349	78,361	75,600
	Total FINES & FORFEITS:	9,748	9,760	10,910	12,400	10,888	12,615	12,670	12,660	11,150	8,625	11,671	7,805	130,901	175,000
	Total MISCELLANEOUS INCOME:	5,892	12,582	8,310	8,661	5,230	11,064	8,858	8,965	12,660	12,177	271	207,252	312,613	301,526
	Total Source: 18:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Library:	319	.00	.00	503	58	157	1,235	.00	.00	.00	.00	.00	2,272	500
	Total OTHER FINANCING SOURCES:	.00	.00	.00	1,429	217,397	24,445	.00	101,694	.00	.00	.00	33,275	378,240	.00
	Total Reimbursables:	.00	.00	.00	.00	.00	.00	.00	.00	11	.00	571	150	733	.00
	Total Revenue:	15,684	97,344	216,642	128,176	378,709	168,108	224,974	229,641	137,032	135,513	113,935	311,456	2,242,345	1,615,099
	Total ALLOCATED EXPENDITURES:	24,931	18,690	22,577	34,289	15,627	22,303	44,008	59,139	56,196	35,274	8,663	30,681	368,778	283,771
	Total ADMINISTRATION:	10,346	11,278	10,128	33,293	16,385	8,732	16,793	17,375	57,446	75,385	17,303	29,102	319,742	125,709
	Total LEGISLATIVE:	123	522	1,827	1,295	4,073	127	7,085	413	3,017	182	70	1,917	20,650	21,000
	Total JUDICIAL:	2,548	3,203	3,012	3,239	4,023	4,349	2,877	2,489	4,033	4,189	3,914	4,412	42,287	41,500
	Total PLANNING & ZONING:	423	4,347	8,085	7,688	15,586	16,939	5,525	6,021	9,482	9,468-	4,137	7,104	75,868	44,198
	Total HEALTH,WELFARE & COMMUNITY:	345	293	574	424	326	802	9,974	3,230	454	541	497	25,545	43,005	51,144
	Total ECONOMIC DEVELOPMENT:	3,590	6,465	5,887	17,619	13,842	6,345	9,335	12,604	9,585	10,937	20,478	14,068	130,754	212,370
	Total BUILDING INSPECTION:	.00	4,393	3,335	1,171	3,318	5,089	6,173	11,820	8,914	4,785	3,394	2,389	54,781	48,000
	Total GENERAL FUND POLICE:	27,590	36,527	37,702	36,527	46,677	36,527	36,527	36,527	53,999	36,616	36,709	52,155	474,083	473,375
	Total STREETS:	11,209	14,113	12,304	10,124	13,060	12,173	33,104	19,042	10,834	15,343	14,683	20,493	188,435	149,242
	Total VISITOR CENTER:	745	1,419	1,281	1,258	2,593	2,012	1,426	1,277	1,816	1,324	4,397	419	20,008	14,980
	Total Library:	4,311	6,780	4,071	5,205	6,059	4,180	4,022	9,368	4,782-	243	66	305	39,828	98,750
	Total OTHER FINANCING EXPENDITURES:	2,644-	10,280	14,870	24,762	6,298	14,591	33,698	30,507	17,574	20,354	2,106	112,701	272,258	48,215
	Total CONTINGENCY:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Expenditure:	83,518	118,310	125,653	176,894	147,866	134,169	210,547	209,811	228,567	195,704	116,418	301,290	2,050,477	1,612,254
	Net Total GENERAL FUND:	67,835-	20,966-	90,989	48,718-	230,843	33,939	14,427	19,830	91,535-	60,191-	2,483-	10,166	191,868	2,845

Account Number	Account Title	2015-15 January Actual	2015-15 February Actual	2015-15 March Actual	2015-15 April Actual	2015-15 May Actual	2015-15 June Actual	2015-15 July Actual	2015-15 August Actual	2015-15 September Actual	2015-15 October Actual	2015-15 November Actual	2015-15 December Actual	2015-15 Total YTD Actual	2015-15 Prior year Budget
ELECTRIC FUND															
	Total ELECTRIC REVENUES:	125,238	92,750	123,299	114,100	103,702	116,771	124,304	167,550	122,048	98,075	116,967	111,677	1,416,481	1,414,200
	Total Source: 16:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total BOND/LOAN PROCEEDS:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Source: 25:	.00	.00	.00	1,429	.00	.00	.00	.00	.00	.00	.00	.00	1,429	.00
	Total Reimbursables:	.00	.00	.00	.00	.00	.00	.00	.00	9,526	.00	.00	.00	9,526	.00
	Total Revenue:	125,238	92,750	123,299	115,528	103,702	116,771	124,304	167,550	131,574	98,075	116,967	111,677	1,427,436	1,414,200
	Total ALLOCATED EXPENSES:	166	183	183	316	150	643	.00	133	1,384	426	.00	68,271	71,856	68,105
	Total ADMINISTRATION:	4,781	7,143	6,616	7,464	8,613	7,743	6,724	7,140	5,739	11,215	5,929	7,903	86,011	76,450
	Total BILLING:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total MAINTENANCE:	6,787	73,690	94,277	102,380	83,642	82,980	80,702	96,674	110,451	93,130	81,601	195,942	1,102,939	1,073,850
	Total CAPITAL OUTLAY:	.00	3,399	.00	2,670	.00	5,646	.00	.00	.00	.00	.00	.00	.00	34,240
	Total DEBT SERVICE:	.00	.00	.00	.00	20,725	.00	.00	34,190	.00	95,725	.00	.00	56,746	149,115
	Total FIXED CHARGES:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	102,532	.00
	Total CONTINGENCY:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Expenditure:	11,734	84,415	101,076	112,830	113,130	97,012	87,426	138,137	117,574	200,497	87,530	272,116	1,420,084	1,401,760
	Net Total ELECTRIC FUND:	113,504	8,335	22,223	2,698	9,428-	19,759	36,879	29,413	14,000	102,422-	29,437	160,439-	7,352	12,440

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WATER FUND															
	Total WATER REVENUES:	69,095	53,720	79,855	70,436	72,319	71,947	91,367	139,683	102,805	78,379	59,577	48,033	937,216	1,010,500
	Total LOAN PROCEEDS:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Source: 25:	.00	.00	.00	1,429	.00	.00	.00	.00	.00	.00	.00	.00	1,429	.00
	Total Reimbursables:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Revenue:	69,095	53,720	79,855	71,865	72,319	71,947	91,367	139,683	102,805	78,379	59,577	48,033	938,645	1,010,500
	Total ALLOCATED EXPENSES(ORIG:	167	183	183	399	150	651	.00	133	196	427	.00	60,072	62,562	59,592
	Total ADMINISTRATION:	5,698	7,726	6,845	8,266	8,876	7,373	5,709	7,290	6,577	11,697	5,301	8,934	80,445	100,278
	Total TREATMENT:	5,859	6,744	5,685	6,107	8,052	9,219	14,575	20,997	16,466	15,200	10,602	7,689	127,195	156,650
	Total DISTRIBUTION:	15,997	14,245	14,717	14,329	23,004	18,740	10,976	28,677	16,107	16,733	10,826	15,882	201,279	335,800
	Total CAPITAL OUTLAY:	.00	3,100	.00	2,670	.00	22,583	.00	.00	.00	.00	1,812	660	2,100	26,440
	Total DEBT SERVICE:	152,841	.00	.00	.00	.00	.00	.00	156,941	.00	.00	.00	.00	82,868	309,782
	Total FIXED CHARGES:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	326,419	.00
	Total JOINT REVENUE BOND EXP (:	.00	.00	.00	.00	27,000	.00	.00	.00	.00	.00	.00	.00	27,000	.00
	Total CONTINGENCY:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Expenditure:	180,561	31,999	27,431	31,771	67,081	58,566	31,260	214,039	39,345	44,057	28,540	93,237	909,868	988,542
	Net Total WATER FUND:	111,466-	21,721	52,424	40,093	5,239	13,381	60,107	74,355-	63,459	34,322	31,037	45,204-	28,776	21,958

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SANITATION FUND															
	Total Source: 16:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total SANITATION REVENUE:	38,042	32,877	51,124	42,804	42,849	35,017	36,027	54,643	37,570	39,118	35,927	34,798	480,796	484,508
	Total LOAN PROCEEDS:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Source: 23:	528,000-	46,000	1,191,997	.00	67,000	102,000	.00	230,483	519,500	.00	.00	1,426,826	.00	.00
	Total Source: 25:	.00	.00	.00	1,429	.00	.00	.00	.00	.00	.00	.00	.00	1,429	.00
	Total Reimbursables:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Revenue:	489,958-	78,877	1,243,121	44,233	109,849	137,017	36,027	285,126	557,070	39,118	35,927	1,461,624	482,225	484,508
	Total ALLOCATED EXPENSES:	167	183	183	399	150	651	.00	134	197	427	.00	31,695	34,187	31,215
	Total ADMINISTRATION:	4,675	11,398	5,840	7,136	8,632	6,711	5,452	6,565	5,981	11,568	5,155	8,836	87,278	110,250
	Total TREATMENT:	25,567	14,208	29,695	13,072	25,829	37,985	22,413	31,553	18,258	15,938	24,921	58,856	318,293	247,210
	Total COLLECTION & TRANSMISSION:	3,297	3,908	4,368	2,926	4,342	3,625	6,885	5,603	5,682	6,429	3,756	4,344	55,613	79,100
	Total Department: 65:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total CAPITAL OUTLAY:	90	2,100	.00	2,670	.00	16,937	.00	.00	.00	.00	1,812	660	1,190	9,915
	Total DEBT SERVICE:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total FIXED CHARGES:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	146,655	.00
	Total JOINT REVENUE BOND EXP:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Department: 70:	46,000-	46,000	663,997	463,576	.00	102,000	.00	860	230,483	669,722	184,000	1,342,826	3,530,411	.00
	Total CONTINGENCY:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Expenditure:	12,204-	77,798	704,085	489,779	38,953	167,909	34,750	44,715	260,600	704,084	219,643	1,447,216	4,173,629	477,690
	Net Total SANITATION FUND:	477,754-	1,079	539,036	445,546-	70,897	30,893-	1,277	240,411	296,470	664,966-	183,716-	14,408	3,691,404-	6,818

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LIBRARY FUND															
	Total LIBRARY REVENUE:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total TRANSFERS IN:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total LIBRARY REVENUE:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Revenue:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total ALLOCATED EXPENSES:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total ADMINISTRATION:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total LIBRARY:	.00	.00	.00	12	.00	.00	.00	.00	12-	.00	.00	.00	.00	.00
	Total CAPITAL OUTLAY:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Expenditure:	.00	.00	.00	12	.00	.00	.00	.00	12-	.00	.00	.00	.00	.00
	Net Total LIBRARY FUND:	.00	.00	.00	12-	.00	.00	.00	.00	12	.00	.00	.00	.00	.00

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CONSERVATION TRUST FUND															
	Total CONSERVATION TRUST REVENUE:	21	18	4,880	21	22	5,786	27	31	31	35	5,026	4,669	20,566	19,200
	Total Revenue:	21	18	4,880	21	22	5,786	27	31	31	35	5,026	4,669	20,566	19,200
	Total ADULT SOFTBALL:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	7,670	7,670	.00
	Total ADMINISTRATION:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	15,000
	Total Expenditure:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	7,670	7,670	15,000
	Net Total CONSERVATION TRUST FUND:	21	18	4,880	21	22	5,786	27	31	31	35	5,026	3,001-	12,896	4,200

Account Number	Account Title	2015-15 January Actual	2015-15 February Actual	2015-15 March Actual	2015-15 April Actual	2015-15 May Actual	2015-15 June Actual	2015-15 July Actual	2015-15 August Actual	2015-15 September Actual	2015-15 October Actual	2015-15 November Actual	2015-15 December Actual	2015-15 Total YTD Actual	2015-15 Prior year Budget
PARKS & RECREATION FUND															
	Total TAXES:	5,594	.00	8,455	4,014	3,939	.00	.00	6,833	173	1,003	.00	725	30,735	18,500
	Total PARKS/RECREATION REVENUE:	10,359-	22,651	20,148	20,886	23,310	25,633	27,948	35,281	33,123	32,137	35,071	22,278	315,888	260,100
	Total PARK DIVISION REVENUE:	50	50	125	3,701	7,292	16,459	15,779	42,763	27,371	10,015-	40	15-	103,599	113,250
	Total RECREATION DIVISION REVENUE:	815	180	140	140	285	620	220	1,141	350	297	40	10	4,238	19,750
	Total CULTURAL REVENUE:	.00	.00	.00	100	.00	.00	.00	.00	.00	.00	.00	.00	100	3,600
	Total SPECIAL EVENT REVENUE:	.00	.00	11,000	3,000	14,720	37,967	6,524	252	337	10,990	1,341	6,027	92,158	121,750
	Total Reimbursables:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Revenue:	3,900-	22,881	39,868	31,841	49,545	80,678	50,471	86,270	61,352	34,411	36,492	29,025	546,717	536,950
	Total ALLOCATED EXPENSES:	.00	.00	.00	90	.00	295	24	.00	.00	.00	12	19,864	20,285	19,864
	Total ADMINISTRATION:	1,441	2,759	1,926	4,470	3,781	2,367	2,250	1,941	2,110	3,274	3,606	3,154	11,897	38,750
	Total PARKS DIRECTOR:	4,330	6,273	6,273	6,273	9,999	6,485	5,092	6,483	6,483	10,715	6,875	6,875	83,173	79,700
	Total SPECIAL EVENTS:	2,423-	1,400-	.00	12,665	23,023	24,165	31,281	4,580	.00	640	5,174	6,788	104,493	100,000
	Total CULTURE EXPENDITURES:	.00	20	.00	.00	.00	530	.00	.00	.00	.00	.00	.00	550	7,000
	Total PARKS DEPT:	9,293	13,754	13,410	13,992	33,349	27,974	12,617	21,117	24,115	29,454	19,771	19,052	242,914	260,650
	Total CAPITAL OUTLAY:	.00	1,200	.00	2,670	.00	.00	.00	.00	.00	.00	.00	.00	.00	4,015
	Total BASEBALL SOFTBALL REC EXP:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	750
	Total PRF RECR: YOUTH BASEBALL EXP:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total COMMUNITY ROOM:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total YOUTH SCHOLARSHIPS:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total PARKS & REC DESIGNATED EXPENSE:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total PARKS AND RECREATION FUND :	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total PARKS RECREATION PROGRAMMING:	.00	.00	.00	.00	.00	140	140-	.00	9	200	90	55	354	10,000
	Total PARKS MISC RECREATION EXPENSE:	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,326	.00	.00	1,326	.00
	Total PARKS AND RECREATION FUND REC :	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Department: 79:	35	35	.00	.00	.00	.00	.00	110	180-	.00	.00	.00	.00	2,500
	Total CONTINGENCY:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Expenditure:	12,677	22,641	21,609	40,160	70,150	61,955	51,125	34,231	32,537	45,610	35,528	55,789	464,993	523,229
	Net Total PARKS & RECREATION FUND:	16,576-	240	18,259	8,319-	20,605-	18,723	654-	52,039	28,815	11,198-	964	26,764-	81,725	13,721

Account Number	Account Title	2015-15 January Actual	2015-15 February Actual	2015-15 March Actual	2015-15 April Actual	2015-15 May Actual	2015-15 June Actual	2015-15 July Actual	2015-15 August Actual	2015-15 September Actual	2015-15 October Actual	2015-15 November Actual	2015-15 December Actual	2015-15 Total YTD Actual	2015-15 Prior year Budget
PROPERTY FUND															
	Total PROPERTY REVENUES:	.00	.00	.00	.00	.00	8,192	.00	.00	.00	.00	.00	8,192-	.00	8,273
	Total Revenue:	.00	.00	.00	.00	.00	8,192	.00	.00	.00	.00	.00	8,192-	.00	8,273
	Net Total PROPERTY FUND:	.00	.00	.00	.00	.00	8,192	.00	.00	.00	.00	.00	8,192-	.00	8,273

Account Number	Account Title	2015-15 January Actual	2015-15 February Actual	2015-15 March Actual	2015-15 April Actual	2015-15 May Actual	2015-15 June Actual	2015-15 July Actual	2015-15 August Actual	2015-15 September Actual	2015-15 October Actual	2015-15 November Actual	2015-15 December Actual	2015-15 Total YTD Actual	2015-15 Prior year Budget
GRANTS & OTHER															
	Total Source: 14:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total GRANT REVENUE:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total TRANSFERS IN:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total UNITED WAY GRANTS:	.00	.00	.00	.00	.00	13,076	.00	.00	.00	.00	.00	59,087-	46,012-	.00
	Total Source: 24:	319	.00	.00	.00	.00	10,000	.00	5,000	9,105	3,040	610	1,200	29,274	.00
	Total LIBRARY & OTHER:	62	.00	.00	.00	.00	156,388	.00	750	.00	144,123	.00	.00	301,324	.00
	Total FLOOD LONGMONT COMM FOUNDATION:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total LYONS COMMUNITY FOUNDATION:	.00	3,000	5,000	.00	14,826	.00	.00	.00	.00	.00	21,500	.00	44,326	.00
	Total FEDERAL FUNDING:	195,890	153,388	77,977	454,637	191,626	71,580	5,127	11,555	25,073	.00	834,920	1,584-	2,020,188	.00
	Total STATE FUNDING:	68,031	114,961	78,531	220,352	111,601	70,340	215,638	139,659	13,722	69,447	257,435	3,068,464	4,428,181	.00
	Total OTHER GOVT REVENUES:	.00	.00	5,750	.00	.00	.00	.00	.00	.00	.00	.00	15,000	20,750	.00
	Total FISCAL AGENT REVENUES:	.00	.00	.00	.00	.00	.00	.00	.00	2,285	.00	241	.00	2,526	.00
	Total CDPHE:	.00	.00	.00	.00	.00	.00	.00	1,080	.00	.00	.00	5,035	6,115	.00
	Total Reimbursables:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Revenue:	264,303	271,349	167,258	674,989	318,053	321,383	220,765	158,044	50,185	216,610	1,114,707	3,029,028	6,806,673	.00
	Total CDPHE:	.00	.00	.00	.00	.00	.00	1,350	270	4,315	.00	10,165	6,130	22,230	.00
	Total ALLOCATED EXPENSES:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total DOLA STAFFING GRANT 10-24-14:	19,840	43,101	43,291	40,515	67,339	36,377	38,445	49,795	53,585	83,284	52,824	49,675	585,669	.00
	Total ADMINISTRATION:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Department: 51:	803	441	7,624	1,661	.00	.00	.00	.00	.00	.00	.00	920	19,309	.00
	Total UNITED WAY GRANTS:	386	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	14,257	14,643	.00
	Total LIBRARY GRANTS:	960	1,580	5,885	1,085	1,456	2,230	960	2,123	6,139	52,135	153,622	158,352	389,663	.00
	Total LAHC:	.00	.00	.00	1,750	2,646-	300	.00	.00	1,999	150	1,580	.00	3,133	9,538
	Total LYBSA:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total STATE GRANTS:	.00	4,140	1,815	9,075	1,100	15,950	16,420	.00	.00	.00	.00	43,991	92,491	.00
	Total 2013 FLOOD:	15,324	149,820	161,424	74,115	276,653	156,495	98,920	116,182	391,651	369,330	292,032	1,324,709	3,482,934	.00
	Total OTHER GRANT EXPENDITURES:	.00	.00	5,750	.00	5,245	640	.00	321	974	1,324	684	7,366	22,305	.00
	Total Department: 63:	1,930	12,189	153-	1,423	9,770	4,959	4,594	5,684	1,440	1,525	4,159	5,885	53,405	.00
	Total Department: 65:	4,758	1,959	.00	.00	.00	.00	.00	.00	.00	.00	1,535	15,679	23,931	.00
	Total CAPITAL OUTLAY:	.00	.00	.00	625	43,161	2,233	.00	17,415	924	.00	.00	30,199-	34,159	.00
	Total Expenditure:	44,001	213,230	225,637	130,249	402,079	219,184	160,689	191,789	461,027	507,749	516,602	1,596,764	4,743,871	9,538
	Net Total GRANTS & OTHER:	220,302	58,119	58,378-	544,740	84,026-	102,200	60,076	33,746-	410,842-	291,139-	598,104	1,432,264	2,062,802	9,538-

Account Number	Account Title	2015-15 January Actual	2015-15 February Actual	2015-15 March Actual	2015-15 April Actual	2015-15 May Actual	2015-15 June Actual	2015-15 July Actual	2015-15 August Actual	2015-15 September Actual	2015-15 October Actual	2015-15 November Actual	2015-15 December Actual	2015-15 Total YTD Actual	2015-15 Prior year Budget
Project Fund															
	Total TAXES:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total LICENSES AND PERMITS:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total INTERGOVERNMENTAL:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total FINES & FORFEITS:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total MISCELLANEOUS INCOME:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total GRANTS & ECONOMIC DEVEL.:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Revenue:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total ALLOCATED EXPENDITURES:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total ADMINISTRATION:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total LEGISLATIVE:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total JUDICIAL:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total PLANNING & ZONING:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total HEALTH,WELFARE & COMMUNITY:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total ECONOMIC DEVELOPMENT:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total BUILDING INSPECTION:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total GENERAL FUND POLICE:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total STREETS:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total VISITOR CENTER:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total CAPITAL OUTLAY:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Expenditure:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Net Total Project Fund:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00

Account Number	Account Title	2015-15 January Actual	2015-15 February Actual	2015-15 March Actual	2015-15 April Actual	2015-15 May Actual	2015-15 June Actual	2015-15 July Actual	2015-15 August Actual	2015-15 September Actual	2015-15 October Actual	2015-15 November Actual	2015-15 December Actual	2015-15 Total YTD Actual	2015-15 Prior year Budget
Grants															
	Total Federal Grants-w match in "21":	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total CDBG-DR Rd1 Grant Reimburse:	.00	.00	55,250	.00	.00	.00	.00	.00	.00	163,730	98,323	687,768	1,005,071	.00
	Total CDBG-DR Rd2 Reimbursements:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	20,117	214,147	234,264	.00
	Total State Funds:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	20,117	214,147	234,264	.00
	Total HMGP Reimbursements:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	120,701	1,284,884	1,405,585	.00
	Total CDBG/ DEF Restriction:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Reimbursables:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Revenue:	.00	.00	55,250	.00	.00	.00	.00	.00	.00	163,730	259,258	2,400,946	2,879,184	.00
	Total CDBG-DR R1 Expenses - general:	400	800	.00	.00	400	.00	.00	.00	.00	.00	.00	.00	1,600	.00
	Total CDBG-DR R1 - Buyout:	10,485	720	3,555	2,205	225	495	2,655	2,242	900	3,060	166,070	582,162	774,774	.00
	Total CDBG-DR Rd 1 Housing Site $45K:	104,465-	106,040	450	.00	.00	.00	.00	.00	.00	.00	96,377-	90,799	3,553-	.00
	Total CDBG-DR Rd1 Facility Site $70k:	.00	.00	.00	.00	.00	.00	.00	.00	.00	16,650	.00	7,576	24,226	.00
	Total CDBG-DR R1 Strm Restore $2.5M:	.00	.00	.00	.00	810	.00	5,670	.00	1,383	116,853	143,150	481,953	749,819	.00
	Total CDBG-Dr R2 Infra/Collaborative:	1,440	765	7,985	1,665	180	270	2,655	1,620	90	.00	1,350	2,385-	15,635	.00
	Total CDBG-DR Rd2 Watershed:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	270	270	.00
	Total CDBG-Dr Econ Development:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total CDBG-DR R2 Plan & Resiliency:	.00	6,615	45	540	.00	.00	1,260	315	1,020	495	300	1,760	13,022	.00
	Total CDBG-DR R2 BCHA Housing Dev:	.00	660	2,189	.00	.00	.00	.00	.00	.00	.00	.00	439	3,287	.00
	Total CDBG / DEF Restriction:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total State:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total HMGP Property Acquisition:	360	3,178	3,960	2,565	4,330	4,095	11,880	8,145	2,700	5,940	4,365	1,890,494	2,094,579	.00
	Total HMGP Code Enforcement:	.00	90	.00	3,825	.00	.00	270	815	.00	.00	.00	.00	14,435	.00
	Total HMGP Elevations:	.00	630	450	270	180	1,170	585	.00	.00	.00	2,475	355	22,747	.00
	Total Federal Grants - Other:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total CDBG-DR R3 - Buyout:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Expenditure:	91,780-	119,497	18,634	11,070	6,125	6,030	24,975	13,137	6,093	142,998	221,334	3,053,422	3,710,842	.00
	Net Total Grants:	91,780	119,497-	36,616	11,070-	6,125-	6,030-	24,975-	13,137-	6,093-	20,732	37,924	652,476-	831,657-	.00

Account Number	Account Title	2015-15 January Actual	2015-15 February Actual	2015-15 March Actual	2015-15 April Actual	2015-15 May Actual	2015-15 June Actual	2015-15 July Actual	2015-15 August Actual	2015-15 September Actual	2015-15 October Actual	2015-15 November Actual	2015-15 December Actual	2015-15 Total YTD Actual	2015-15 Prior year Budget
Fund: 22															
Total Source: 14:		.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	8,721	8,721	.00
Total Source: 28:		.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
Total Revenue:		.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	8,721	8,721	.00
Total Department: 50:		.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	100	100	.00
Total Department: 52:		.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,830	2,830	.00
Total Expenditure:		.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,930	2,930	.00
Net Total Fund: 22:		.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	5,791	5,791	.00

Account Number	Account Title	2015-15 January Actual	2015-15 February Actual	2015-15 March Actual	2015-15 April Actual	2015-15 May Actual	2015-15 June Actual	2015-15 July Actual	2015-15 August Actual	2015-15 September Actual	2015-15 October Actual	2015-15 November Actual	2015-15 December Actual	2015-15 Total YTD Actual	2015-15 Prior year Budget
Cash Combined Fund															
	Total Department: 40:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Expenditure:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Net Total Cash Combined Fund:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Net Grand Totals:	248,023-	50,950-	706,049	73,885	186,816	165,056	147,162	220,486	105,681-	1,074,827-	516,293	566,552	2,131,852-	60,718

Report Criteria:
- Print Fund Titles
- Page and Total by Fund
- Total by Source
- Total by Department
- All Segments Tested for Total Breaks

Report Criteria:
Include Funds: 01,02,03,04,07,08,19,21
Print Fund Titles
Page and Total by Fund
Total by Source
Total by Department
All Segments Tested for Total Breaks

Account Number	Account Title	2016-16 January Actual	2016-16 February Actual	2016-16 March Actual	2016-16 April Actual	2016-16 May Actual	2016-16 June Actual	2016-16 July Actual	2016-16 August Actual	2016-16 September Actual	2016-16 October Actual	2016-16 November Actual	2016-16 December Actual	2016-16 Total YTD Actual	2016-16 Current year Budget
GENERAL FUND															
	Total TAXES:	60,483	54,384	239,263	10,806	16,122	.00	.00	.00	.00	.00	.00	.00	381,059	1,339,722
	Total FEES, LICENSES & PERMITS:	8,654	5,156	5,298	10,950	9,870	.00	.00	.00	.00	.00	.00	.00	39,928	86,800
	Total INTERGOVERNMENTAL:	5,512	5,519	5,773	.00	1,152	.00	.00	.00	.00	.00	.00	.00	17,956	73,650
	Total FINES & FORFEITS:	10,475	13,990	11,386	11,840	11,110	.00	.00	.00	.00	.00	.00	.00	58,801	130,000
	Total MISCELLANEOUS INCOME:	8,512	16,629	522	19,695	11,181	.00	.00	.00	.00	.00	.00	.00	56,540	312,510
	Total Source: 18:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Library:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total OTHER FINANCING SOURCES:	.00	78,492	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	78,492	.00
	Total Reimbursables:	.00	2,000	4-	2,325	.00	.00	.00	.00	.00	.00	.00	.00	4,321	.00
	Total Revenue:	93,636	176,170	262,239	55,617	49,435	.00	.00	.00	.00	.00	.00	.00	637,097	1,942,682
	Total ALLOCATED EXPENDITURES:	32,674	24,978	32,970	25,440	3,358	.00	.00	.00	.00	.00	.00	.00	119,419	319,125
	Total ADMINISTRATION:	11,097	13,959	50,432	31,378	7,721	.00	.00	.00	.00	.00	.00	.00	114,586	225,744
	Total LEGISLATIVE:	303	2,838	517	3,736	.00	.00	.00	.00	.00	.00	.00	.00	7,394	19,000
	Total JUDICIAL:	2,933	3,667	3,148	4,144	657	.00	.00	.00	.00	.00	.00	.00	14,549	41,500
	Total PLANNING & ZONING:	526	5,093	1,725	9,292	265	.00	.00	.00	.00	.00	.00	.00	16,901	44,198
	Total HEALTH,WELFARE & COMMUNITY:	1,242	218	23,425	1,052	.00	.00	.00	.00	.00	.00	.00	.00	25,938	70,195
	Total ECONOMIC DEVELOPMENT:	4,441	10,109	9,047	9,856	2,218	.00	.00	.00	.00	.00	.00	.00	35,670	184,870
	Total BUILDING INSPECTION:	3,388	4,517	3,828	3,676	.00	.00	.00	.00	.00	.00	.00	.00	15,410	48,000
	Total GENERAL FUND POLICE:	37,497	74,863	3,530	36,665	.00	.00	.00	.00	.00	.00	.00	.00	152,554	483,662
	Total STREETS:	6,122	10,873	20,157	10,758	1,354	.00	.00	.00	.00	.00	.00	.00	49,263	163,670
	Total VISITOR CENTER:	462	591	528	581	279	.00	.00	.00	.00	.00	.00	.00	2,441	6,030
	Total Library:	1,796	.00	481	361	.00	.00	.00	.00	.00	.00	.00	.00	2,639	.00
	Total OTHER FINANCING EXPENDITURES:	4,240	16,894	222,170	778	365	.00	.00	.00	.00	.00	.00	.00	244,447	33,000
	Total CONTINGENCY:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Expenditure:	106,721	168,598	371,958	137,717	16,215	.00	.00	.00	.00	.00	.00	.00	801,210	1,638,994
	Net Total GENERAL FUND:	13,085-	7,572	109,719-	82,100-	33,219	.00	.00	.00	.00	.00	.00	.00	164,113-	303,688

Account Number	Account Title	2016-16 January Actual	2016-16 February Actual	2016-16 March Actual	2016-16 April Actual	2016-16 May Actual	2016-16 June Actual	2016-16 July Actual	2016-16 August Actual	2016-16 September Actual	2016-16 October Actual	2016-16 November Actual	2016-16 December Actual	2016-16 Total YTD Actual	2016-16 Current year Budget

Account Number	Account Title	2016-16 January Actual	2016-16 February Actual	2016-16 March Actual	2016-16 April Actual	2016-16 May Actual	2016-16 June Actual	2016-16 July Actual	2016-16 August Actual	2016-16 September Actual	2016-16 October Actual	2016-16 November Actual	2016-16 December Actual	2016-16 Total YTD Actual	2016-16 Current year Budget
ELECTRIC FUND															
	Total ELECTRIC REVENUES:	130,353	147,407	113,051	138,784	75	.00	.00	.00	.00	.00	.00	.00	529,671	1,655,355
	Total Source: 16:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total BOND/LOAN PROCEEDS:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Source: 25:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Reimbursables:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Revenue:	130,353	147,407	113,051	138,784	75	.00	.00	.00	.00	.00	.00	.00	529,671	1,655,355
	Total ALLOCATED EXPENSES:	166	331	166	166	.00	.00	.00	.00	.00	.00	.00	.00	829	73,682
	Total ADMINISTRATION:	4,326	6,575	8,110	9,836	2,458	.00	.00	.00	.00	.00	.00	.00	31,306	101,216
	Total BILLING:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total MAINTENANCE:	91,687	87,828	86,687	12,754	4,973	.00	.00	.00	.00	.00	.00	.00	283,929	1,186,207
	Total CAPITAL OUTLAY:	.00	.00	2,399	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,399	107,475
	Total DEBT SERVICE:	150	.00	.00	18,944	.00	.00	.00	.00	.00	.00	.00	.00	19,094	152,228
	Total FIXED CHARGES:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total CONTINGENCY:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Expenditure:	96,329	94,734	97,362	41,700	7,431	.00	.00	.00	.00	.00	.00	.00	337,556	1,620,808
	Net Total ELECTRIC FUND:	34,024	52,673	15,690	97,084	7,356-	.00	.00	.00	.00	.00	.00	.00	192,114	34,548

Account Number	Account Title	2016-16 January Actual	2016-16 February Actual	2016-16 March Actual	2016-16 April Actual	2016-16 May Actual	2016-16 June Actual	2016-16 July Actual	2016-16 August Actual	2016-16 September Actual	2016-16 October Actual	2016-16 November Actual	2016-16 December Actual	2016-16 Total YTD Actual	2016-16 Current year Budget
WATER FUND															
	Total WATER REVENUES:	53,616	49,561	49,228	51,008	753	.00	.00	.00	.00	.00	.00	.00	204,166	1,028,000
	Total LOAN PROCEEDS:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Source: 25:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Reimbursables:	.00	.00	.00	.00	362	.00	.00	.00	.00	.00	.00	.00	362	.00
	Total Revenue:	53,616	49,561	49,228	51,008	1,115	.00	.00	.00	.00	.00	.00	.00	204,527	1,028,000
	Total ALLOCATED EXPENSES(ORIG:	334	165	167	167	.00	.00	.00	.00	.00	.00	.00	.00	833	64,552
	Total ADMINISTRATION:	6,775	6,944	7,127	9,713	2,958	.00	.00	.00	.00	.00	.00	.00	33,517	141,826
	Total TREATMENT:	9,689	9,104	10,655	5,692	.00	.00	.00	.00	.00	.00	.00	.00	35,140	159,783
	Total DISTRIBUTION:	10,607	10,633	21,242	16,442	2,874	.00	.00	.00	.00	.00	.00	.00	61,799	335,166
	Total CAPITAL OUTLAY:	.00	.00	2,100	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,100	7,175
	Total DEBT SERVICE:	.00	155,691	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	155,691	305,381
	Total FIXED CHARGES:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total JOINT REVENUE BOND EXP (:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total CONTINGENCY:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Expenditure:	27,406	182,536	41,291	32,014	5,832	.00	.00	.00	.00	.00	.00	.00	289,079	1,013,883
	Net Total WATER FUND:	26,210	132,975-	7,936	18,994	4,717-	.00	.00	.00	.00	.00	.00	.00	84,551-	14,117

Account Number	Account Title	2016-16 January Actual	2016-16 February Actual	2016-16 March Actual	2016-16 April Actual	2016-16 May Actual	2016-16 June Actual	2016-16 July Actual	2016-16 August Actual	2016-16 September Actual	2016-16 October Actual	2016-16 November Actual	2016-16 December Actual	2016-16 Total YTD Actual	2016-16 Current year Budget
SANITATION FUND															
	Total Source: 16:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total SANITATION REVENUE:	35,278	39,993	39,938	41,126	.00	.00	.00	.00	.00	.00	.00	.00	156,336	553,492
	Total LOAN PROCEEDS:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Source: 23:	.00	.00	.00	.00	375,583	.00	.00	.00	.00	.00	.00	.00	375,583	.00
	Total Source: 25:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Reimbursables:	.00	.00	500	.00	.00	.00	.00	.00	.00	.00	.00	.00	500	.00
	Total Revenue:	35,278	39,993	40,438	41,126	375,583	.00	.00	.00	.00	.00	.00	.00	532,419	553,492
	Total ALLOCATED EXPENSES:	334	165	167	167	.00	.00	.00	.00	.00	.00	.00	.00	833	33,584
	Total ADMINISTRATION:	4,421	5,961	7,599	9,384	2,667	.00	.00	.00	.00	.00	.00	.00	30,032	141,678
	Total TREATMENT:	14,284	19,449	41,798	26,261	71	.00	.00	.00	.00	.00	.00	.00	101,862	132,210
	Total COLLECTION & TRANSMISSION:	2,028	8,507	8,237	5,781	2,043	.00	.00	.00	.00	.00	.00	.00	26,596	79,382
	Total Department: 65:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total CAPITAL OUTLAY:	.00	843	1,100	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,943	4,400
	Total DEBT SERVICE:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total FIXED CHARGES:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total JOINT REVENUE BOND EXP:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Department: 70:	.00	.00	24,585	150,222	.00	.00	.00	.00	.00	.00	.00	.00	174,807	300,445
	Total CONTINGENCY:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Expenditure:	21,067	34,924	83,485	191,815	4,781	.00	.00	.00	.00	.00	.00	.00	336,073	691,699
	Net Total SANITATION FUND:	14,211	5,069	43,047-	150,689-	370,802	.00	.00	.00	.00	.00	.00	.00	196,346	138,207-

Account Number	Account Title	2016-16 January Actual	2016-16 February Actual	2016-16 March Actual	2016-16 April Actual	2016-16 May Actual	2016-16 June Actual	2016-16 July Actual	2016-16 August Actual	2016-16 September Actual	2016-16 October Actual	2016-16 November Actual	2016-16 December Actual	2016-16 Total YTD Actual	2016-16 Current year Budget
CONSERVATION TRUST FUND															
	Total CONSERVATION TRUST REVENUE:	72	77	4,687	.00	.00	.00	.00	.00	.00	.00	.00	.00	4,836	20,200
	Total Revenue:	72	77	4,687	.00	.00	.00	.00	.00	.00	.00	.00	.00	4,836	20,200
	Total ADULT SOFTBALL:	63,666	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	63,666	.00
	Total ADMINISTRATION:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	15,000
	Total Expenditure:	63,666	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	63,666	15,000
	Net Total CONSERVATION TRUST FUND:	63,594-	77	4,687	.00	.00	.00	.00	.00	.00	.00	.00	.00	58,830-	5,200

Account Number	Account Title	2016-16 January Actual	2016-16 February Actual	2016-16 March Actual	2016-16 April Actual	2016-16 May Actual	2016-16 June Actual	2016-16 July Actual	2016-16 August Actual	2016-16 September Actual	2016-16 October Actual	2016-16 November Actual	2016-16 December Actual	2016-16 Total YTD Actual	2016-16 Current year Budget
PARKS & RECREATION FUND															
	Total TAXES:	1,955	1,449	.00	281	3,389	.00	.00	.00	.00	.00	.00	.00	7,074	24,500
	Total PARKS/RECREATION REVENUE:	18,428	17,755	19,513	1,427	4,286	.00	.00	.00	.00	.00	.00	.00	61,409	292,600
	Total PARK DIVISION REVENUE:	.00	1,255	535	1,215	1,415	.00	.00	.00	.00	.00	.00	.00	4,420	124,500
	Total RECREATION DIVISION REVENUE:	1,615	863	190	486	194	.00	.00	.00	.00	.00	.00	.00	3,348	14,000
	Total CULTURAL REVENUE:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total SPECIAL EVENT REVENUE:	3,682	11,000	1,050	11,600	9,890	.00	.00	.00	.00	.00	.00	.00	37,222	103,500
	Total Reimbursables:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Revenue:	25,680	32,322	21,288	15,009	19,175	.00	.00	.00	.00	.00	.00	.00	113,473	559,100
	Total ALLOCATED EXPENSES:	130	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	130	21,120
	Total ADMINISTRATION:	1,500	4,382	8,714	3,308	660	.00	.00	.00	.00	.00	.00	.00	18,564	47,735
	Total PARKS DIRECTOR:	4,624	6,881	6,881	10,925	2,838	.00	.00	.00	.00	.00	.00	.00	32,149	84,114
	Total SPECIAL EVENTS:	.00	.00	8,269	.00	2,796	.00	.00	.00	.00	.00	.00	.00	11,065	94,000
	Total CULTURE EXPENDITURES:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,000
	Total PARKS DEPT:	13,172	16,050	14,162	27,694	5,756	.00	.00	.00	.00	.00	.00	.00	76,834	276,416
	Total CAPITAL OUTLAY:	.00	.00	700	.00	.00	.00	.00	.00	.00	.00	.00	.00	700	700
	Total BASEBALL SOFTBALL REC EXP:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total PRF RECR: YOUTH BASEBALL EXP:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total COMMUNITY ROOM:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total YOUTH SCHOLARSHIPS:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total PARKS & REC DESIGNATED EXPENSE:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total PARKS AND RECREATION FUND :	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total PARKS RECREATION PROGRAMMING:	381	29	297	.00	.00	.00	.00	.00	.00	.00	.00	.00	707	24,000
	Total PARKS MISC RECREATION EXPENSE:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total PARKS AND RECREATION FUND REC :	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Department: 79:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,000
	Total CONTINGENCY:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Expenditure:	19,807	27,343	39,024	41,927	12,050	.00	.00	.00	.00	.00	.00	.00	140,150	552,085
	Net Total PARKS & RECREATION FUND:	5,873	4,979	17,736-	26,919-	7,125	.00	.00	.00	.00	.00	.00	.00	26,677-	7,015

Account Number	Account Title	2016-16 January Actual	2016-16 February Actual	2016-16 March Actual	2016-16 April Actual	2016-16 May Actual	2016-16 June Actual	2016-16 July Actual	2016-16 August Actual	2016-16 September Actual	2016-16 October Actual	2016-16 November Actual	2016-16 December Actual	2016-16 Total YTD Actual	2016-16 Current year Budget
GRANTS & OTHER															
	Total Source: 14:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total GRANT REVENUE:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total TRANSFERS IN:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total UNITED WAY GRANTS:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Source: 24:	.00	.00	2,061	.00	.00	.00	.00	.00	.00	.00	.00	.00	2,061	.00
	Total LIBRARY & OTHER:	348,263	.00	.00	280,608	.00	.00	.00	.00	.00	.00	.00	.00	628,871	.00
	Total FLOOD LONGMONT COMM FOUNDATION:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total LYONS COMMUNITY FOUNDATION:	5,000	.00	14,460	.00	.00	.00	.00	.00	.00	.00	.00	.00	19,460	.00
	Total FEDERAL FUNDING:	25,073	400,050	322,929	.00	.00	.00	.00	.00	.00	.00	.00	.00	748,052	.00
	Total STATE FUNDING:	103,561	418,513	268,958	72,537	.00	.00	.00	.00	.00	.00	.00	.00	863,569	.00
	Total OTHER GOVT REVENUES:	6,000	.00	4,819	.00	.00	.00	.00	.00	.00	.00	.00	.00	10,819	.00
	Total FISCAL AGENT REVENUES:	110	.00	2,840	545	.00	.00	.00	.00	.00	.00	.00	.00	3,495	.00
	Total CDPHE:	.00	.00	.00	.00	22,685	.00	.00	.00	.00	.00	.00	.00	22,685	.00
	Total Reimbursables:	.00	.00	.00	.00	160	.00	.00	.00	.00	.00	.00	.00	160	.00
	Total Revenue:	488,007	818,562	616,066	353,690	22,845	.00	.00	.00	.00	.00	.00	.00	2,299,171	.00
	Total CDPHE:	.00	11,795	6,688	.00	5,887	.00	.00	.00	.00	.00	.00	.00	24,371	.00
	Total ALLOCATED EXPENSES:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total DOLA STAFFING GRANT 10-24-14:	37,328	50,071	52,195	74,336	17,240	.00	.00	.00	.00	.00	.00	.00	231,170	.00
	Total ADMINISTRATION:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Department: 51:	.00	.00	.00	.00	17,232	.00	.00	.00	.00	.00	.00	.00	17,232	.00
	Total UNITED WAY GRANTS:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total LIBRARY GRANTS:	80,567	26,679	1,160	11,015	507	.00	.00	.00	.00	.00	.00	.00	119,929	.00
	Total LAHC:	.00	.00	439	250	250	.00	.00	.00	.00	.00	.00	.00	939	9,538
	Total LYBSA:	.00	.00	.00	125	.00	.00	.00	.00	.00	.00	.00	.00	125	.00
	Total STATE GRANTS:	.00	.00	14,784	.00	.00	.00	.00	.00	.00	.00	.00	.00	14,784	.00
	Total 2013 FLOOD:	1,328,404	970,696	573,079	24,914	4,574	.00	.00	.00	.00	.00	.00	.00	2,901,667	.00
	Total OTHER GRANT EXPENDITURES:	456	1,132	1,664	2,475	832	.00	.00	.00	.00	.00	.00	.00	6,559	.00
	Total Department: 63:	506	717	1,096	.00	5,000	.00	.00	.00	.00	.00	.00	.00	7,319	.00
	Total Department: 65:	.00	.00	330	.00	.00	.00	.00	.00	.00	.00	.00	.00	330	.00
	Total CAPITAL OUTLAY:	.00	.00	1,260	3,634	.00	.00	.00	.00	.00	.00	.00	.00	4,894	.00
	Total Expenditure:	1,447,262	1,061,090	652,695	116,749	51,522	.00	.00	.00	.00	.00	.00	.00	3,329,317	9,538
	Net Total GRANTS & OTHER:	959,254-	242,528-	36,628-	236,941	28,677-	.00	.00	.00	.00	.00	.00	.00	1,030,146-	9,538-

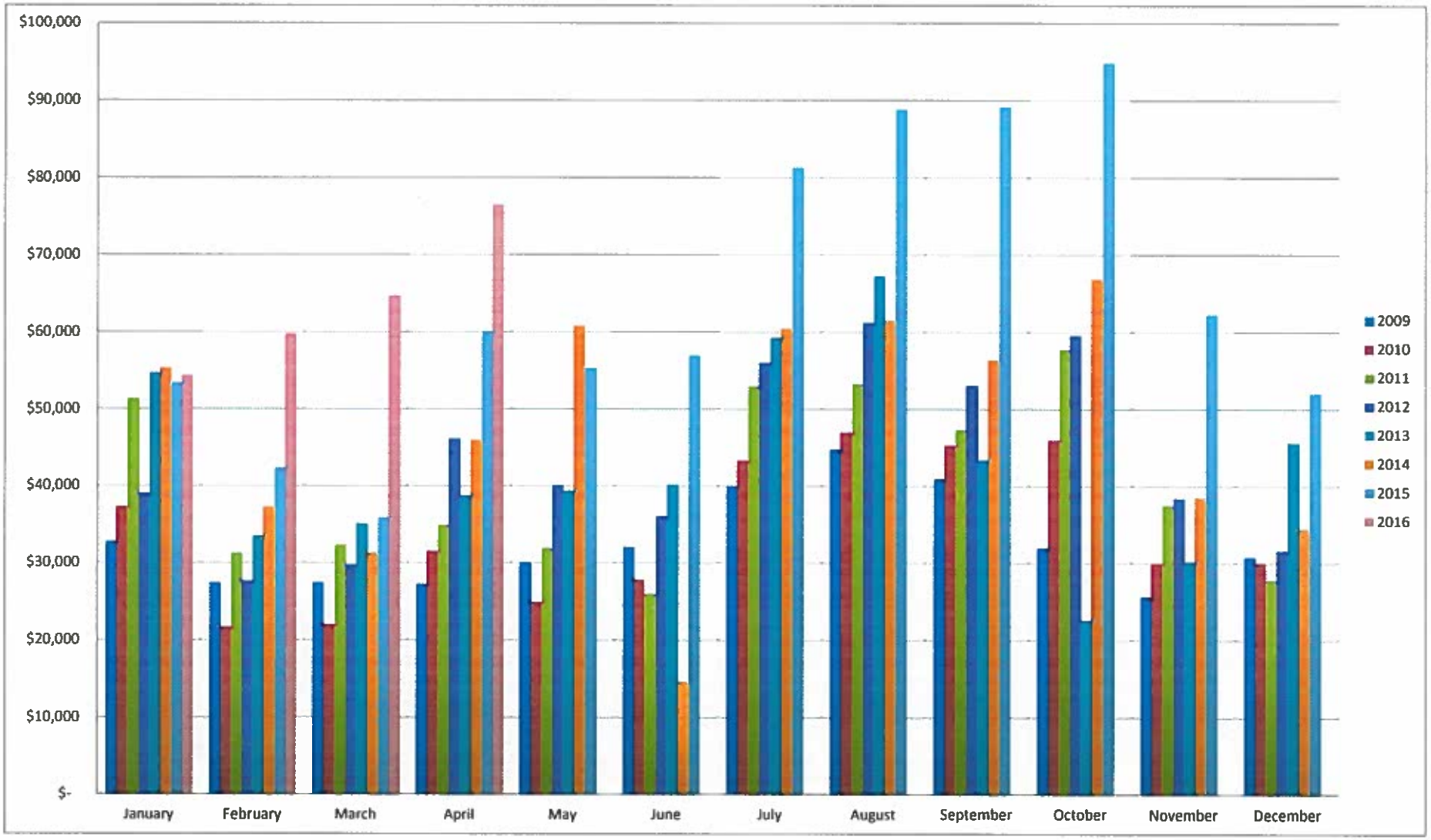
Account Number	Account Title	2016-16 January Actual	2016-16 February Actual	2016-16 March Actual	2016-16 April Actual	2016-16 May Actual	2016-16 June Actual	2016-16 July Actual	2016-16 August Actual	2016-16 September Actual	2016-16 October Actual	2016-16 November Actual	2016-16 December Actual	2016-16 Total YTD Actual	2016-16 Current year Budget
Grants															
	Total Federal Grants-w match in "21":	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total CDBG-DR Rd1 Grant Reimburse:	.00	412,897	1,141,710	6,766	.00	.00	.00	.00	.00	.00	.00	.00	1,561,373	.00
	Total CDBG-DR Rd2 Reimbursements:	151,443	.00	26,834	.00	.00	.00	.00	.00	.00	.00	.00	.00	178,277	.00
	Total State Funds:	151,443	.00	26,834	.00	.00	.00	.00	.00	.00	.00	.00	.00	178,276	.00
	Total HMGP Reimbursements:	908,657	.00	161,002	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,069,659	.00
	Total CDBG/ DEF Restriction:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Reimbursables:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total Revenue:	1,211,543	412,897	1,356,379	6,766	.00	.00	.00	.00	.00	.00	.00	.00	2,987,585	.00
	Total CDBG-DR R1 Expenses - general:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total CDBG-DR R1 - Buyout:	1,386	956,535	352	.00	.00	.00	.00	.00	.00	.00	.00	.00	958,273	.00
	Total CDBG-DR Rd 1 Housing Site $45K:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total CDBG-DR Rd1 Facility Site $70k:	.00	.00	5,291	.00	.00	.00	.00	.00	.00	.00	.00	.00	5,291	.00
	Total CDBG-DR R1 Strm Restore $2.5M:	309,884	125,360	140,516	.00	.00	.00	.00	.00	.00	.00	.00	.00	575,760	.00
	Total CDBG-Dr R2 Infra/Collaborative:	.00	13,667	3,244	.00	4,296	.00	.00	.00	.00	.00	.00	.00	21,207	.00
	Total CDBG-DR Rd2 Watershed:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total CDBG-Dr Econ Development:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total CDBG-DR R2 Plan & Resiliency:	6,015	6,329	8,332	10,844	3,547	.00	.00	.00	.00	.00	.00	.00	35,067	.00
	Total CDBG-DR R2 BCHA Housing Dev:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total CDBG / DEF Restriction:	.00	900	9,466	.00	.00	.00	.00	.00	.00	.00	.00	.00	10,366	.00
	Total State:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total HMGP Property Acquisition:	1,142,116	871,922	9,489	3,960	10,544	.00	.00	.00	.00	.00	.00	.00	2,038,031	.00
	Total HMGP Code Enforcement:	4,718-	20-	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	4,738-	.00
	Total HMGP Elevations:	8,226-	45	540	135	.00	.00	.00	.00	.00	.00	.00	.00	7,506-	.00
	Total Federal Grants - Other:	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
	Total CDBG-DR R3 - Buyout:	.00	.00	.00	.00	135	.00	.00	.00	.00	.00	.00	.00	135	.00
	Total Expenditure:	1,446,458	1,974,739	177,230	14,939	18,522	.00	.00	.00	.00	.00	.00	.00	3,631,887	.00
	Net Total Grants:	234,915-	1,561,842-	1,179,149	8,173-	18,522-	.00	.00	.00	.00	.00	.00	.00	644,302-	.00
	Net Grand Totals:	1,190,530-	1,866,975-	1,000,332	85,138	351,875	.00	.00	.00	.00	.00	.00	.00	1,620,159-	216,823

Account Number	Account Title	2016-16 January Actual	2016-16 February Actual	2016-16 March Actual	2016-16 April Actual	2016-16 May Actual	2016-16 June Actual	2016-16 July Actual	2016-16 August Actual	2016-16 September Actual	2016-16 October Actual	2016-16 November Actual	2016-16 December Actual	2016-16 Total YTD Actual	2016-16 Current year Budget

Report Criteria:
- Include Funds: 01,02,03,04,07,08,19,21
- Print Fund Titles
- Page and Total by Fund
- Total by Source
- Total by Department
- All Segments Tested for Total Breaks

SALES TAX COMPARISON TC 5/21/16

Sales Month	Collection Month	2009	2010	2011	2012	2013	2014	2015	2016
December	January	$ 32,847	$ 37,304	$ 51,402	$ 39,030	$ 54,734	$ 55,385	$ 53,503	$ 54,424
January	February	$ 27,415	$ 21,740	$ 31,377	$ 27,718	$ 33,509	$ 37,322	$ 42,397	$ 59,815
February	March	$ 27,491	$ 22,069	$ 32,365	$ 29,751	$ 35,137	$ 31,335	$ 35,964	$ 64,727
March	April	$ 27,224	$ 31,604	$ 34,980	$ 46,181	$ 38,824	$ 45,979	$ 60,180	$ 76,549
April	May	$ 30,131	$ 24,910	$ 31,975	$ 40,097	$ 39,454	$ 60,852	$ 55,348	$ -
May	June	$ 32,100	$ 27,831	$ 26,081	$ 36,155	$ 40,170	$ 14,663	$ 56,997	$ -
June	July	$ 40,044	$ 43,343	$ 53,047	$ 56,124	$ 59,266	$ 60,533	$ 81,305	$ -
July	August	$ 44,832	$ 46,976	$ 53,309	$ 61,281	$ 67,279	$ 61,540	$ 88,911	$ -
August	September	$ 40,980	$ 45,350	$ 47,385	$ 53,165	$ 43,417	$ 56,464	$ 89,194	$ -
September	October	$ 31,995	$ 46,009	$ 57,796	$ 59,619	$ 22,655	$ 66,953	$ 94,849	$ -
October	November	$ 25,728	$ 29,992	$ 37,619	$ 38,435	$ 30,237	$ 38,583	$ 62,310	$ -
November	December	$ 30,832	$ 30,014 †	$ 27,887	$ 31,727	$ 45,699	$ 34,584	$ 52,124	$ -
		$ 391,617	$ 407,143	$485,223	$519,284	$ 510,381	$ 564,192	$ 773,083	$ 255,515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CDBG-DR Round 2 Infrastructure Grants (County Collaborative) 5/20/16

One buyout (341 Park – Stacy property) was funded through Round 1 CDBG-DR, but the amount is still included in the Town's Round 2 acquisition amount stated below. Round 2 funds will become available in 2 to 3 months upon completion of the Environmental Analysis. The Lyons share of funds for Round 2 is estimated to be $ 4,927,592 and is divided into two obligations to minimize completion time restrictions. The total of the following list of projects is within the estimated budget for Round 2 (with $7,082 remaining).

Round 2 – Obligation 1 (Completion deadline 11/30/17)

1.	Buyouts (2 Properties & Mobile Home Park)	$2,123,800
2.	Waste Water Treatment Plant	788,189
3.	PA Local Match (Debris Removal)	22,140
4.	URA Consultants (Buyout Rentals)	88,000
5.	Colo.Parks & Wildlife/LWWCF Match Trail Extension	350,000

Round 2 – Obligation 2 (Completion deadline TBD)

1.	EDA Grant Match (CEC Sewer/Water)	768,359
2.	PA Local Match (McConnell Bridge)	669,000
3.	HMGP Match Elevation (2 Properties)	33,800

CDBG-DR Round 3 Infrastructure Grants (County Collaborative)

RFQ (Request for Quotes) for consulting firm to complete the required Unmet Needs Assessment to be posted 4/15/16. Once completed and submitted to the State, State will proceed with updating the Action Plan with HUD (which is anticipated to be submitted to HUD in early summer). The tentative date for Round 3 funds to be available is in the fall, and the total amount available for Lyons is estimated to be $ 2,500,000. The following top ten projects can be completed within this budget. If the buyout does not occur, items eleven and twelve can be included in this round. The remaining projects will continue to be unmet needs and total approximately $4 million (not including park development of buyout properties).

1.	FEMA PA Match (2nd Avenue Bridge)	$ 80,000
2.	Replace Damaged Pavement	290,000
3.	Storm Drainage, Curb & Gutter in Flood Damaged Areas	120,000
4.	Storm Drainage, Curb & Gutter of Damaged Roads	600,000
5.	Relocation of Waterline (Apple Valley) Design	300,000
6.	Apple Valley Waterline Permitting & Agreements	200,000
7.	Utility Base Rate Reimbursement	75,000
8.	Electric Meter Upgrade	300,000
9.	Black Bear Hole Restroom	90,000
10.	Buyouts (1 Potential Property)	375,000
11.	Replacement Pumps and Motors at Water Pump Station	250,000

12. Waste Water Treatment Plant Addendum	95,000
13. Tree Replacement	75,000
14. Restoration of Buyout Properties	200,000
15. Apple Valley Waterline Construction	1,000,000
16. Lyons Valley River Park Recovery/Fuse Plug	275,000
17. Bohn Park Pump House & Filter	195,000
18. Park Development of Buyout Properties	TBD
19. DRCOG Match (Main Street)	400,000
20. Skate Park Relocation	350,000
21. Sidewalks in Flood Damaged Areas	335,000
22. DRCOG Match (Broadway)	330,000

TOWN OF LYONS, COLORADO
ORDINANCE NO. 1002

AN ORDINANCE AMENDING ARTICLE 4 OF CHAPTER 11 OF THE LYONS MUNICIPAL CODE BY REPEALING AND REENACTING SECTION 11-4-60 TO SUBSTITUTE THE NAME "LAVERN M. JOHNSON PARK" FOR THE PARK FORMERLY KNOWN AS MEADOW PARK

WHEREAS, pursuant to Sections 31-25-301 and 31-25-303, C.R.S., the Lyons Board of Trustees ("Board") has the authority to maintain public parks and to improve and govern such parks; and

WHEREAS, pursuant to Resolution 2016-44, the Board changed the name of Meadow Park to LaVern M. Johnson Park ("Park") effective May 2, 2016 in recognition of LaVern M. Johnson's lengthy and dedicated service to the Town; and

WHEREAS, in Resolution 2016-44, the Board directed staff to present for its consideration an ordinance to revise as appropriate all references to Meadow Park in the Lyons Municipal Code ("Code"), including but not limited to Section 11-4-60 of the Code; and

WHEREAS, Sections 4-4-90 and 4-5-80 of the Code reference Meadow Park, but only for purposes of dedicating certain tax revenues adopted in 1986 to purchase such Park; and

WHEREAS, the Board finds that it is not appropriate to change the reference to Meadow Park in Sections 4-4-90 and 4-5-80 so that the Code accurately reflects the use for which those tax revenues were originally dedicated; and

WHEREAS, the Board finds that it is appropriate to repeal and reenact Section 11-4-60 of the Code to recognize the change in name of the Park because this section regulates present-day activity in the Park.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, BOULDER COUNTY, COLORADO:

Section 1. Section 11-4-60 of the Lyons Municipal Code is hereby repealed and reenacted to read in its entirety as follows:

> **Sec. 11-4-60. Limitation of parking in LaVern M. Johnson Park.**
> It shall be unlawful to park any motor vehicle, including motorcycles, in LaVern M. Johnson Park from 12:00 noon on Friday until 5:00 a.m. on Monday, except in parking areas designated from time to time by the Board of Trustees.

Section 2. **Codification Amendments**. The codifier of the Town's Municipal Code, Municode, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Lyons Municipal Code.

Section 3. **Repeal**. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

Section 4. Severability. If any provision of this Ordinance should be found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this Ordinance that can be given effect without the invalid portion, provided that such remaining portions or applications of this Ordinance are not determined by the court to be inoperable. The Board of Trustees declares that it would have adopted this Ordinance and each section, subsection, sentence, clause,

phrase, or portion thereof, despite the fact that any one or more section, subsection, sentence, clause, phrase, or portion would be declared invalid or unconstitutional.

Section 5. Effective Date. This Ordinance shall become effective thirty days after publication following final passage.

INTRODUCED AND PASSED ON FIRST READING THIS 16th DAY OF MAY, 2016.

ADOPTED, APPROVED AND ORDERED PUBLISHED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS MEETING HELD ON THE _____ DAY OF _____, 2016.

TOWN OF LYONS, COLORADO

_____
Connie Sullivan, Mayor

ATTEST:

_____
Debra K. Anthony, MMC - Town Clerk

Town of Lyons
A/P Summary Bi-Monthly
6/06/16

Date & Check #	Handchecks	Description	Amount	
05/18/16 91604011	Colorado Dept. of Revenu	Sales tax April/2016	$	5,651.00
05/18/16 94392	Airbound	Deposit for Lyons Outdoor Games	$	1,650.00
05/25/16 94393	Krische Construction	FEMA	$	311,723.99
05/25/16 94398	John Deere Financial	Late invoice payment	$	95.98
05/25/16 94400	Honeywell Internation, Inc	WWTP Jan/2016	$	246,548.00
05/25/16 94401	DeFalco Construction Co	Hwy 36 Streetscape - CDOT		$352,704.84
05/25/16 94402	Ricker Cunnigham	LLPA Master Plan - CO Heritage Pl		$26,132.99
05/25/16 94403	Honeywell Internation, Inc	WWTP Feb/2016		$11,000.00
05/25/16 94404	DeFalco Construction Co	Confluence Improvements - FEMA		$151,302.58
05/26/16 94405	John Deere Financial	Short payment		$32.01
05/26/16 94406	Rock Solid Landscapes, In	Bohn park berm project		$18,189.49
05/27/16 94407	Lyons Redstone Museum	May/June museum operation expen		$4,000.00
05/27/16 94408	Boulder County Finance	Building permit taxes for Jan- Apr/2		$4,031.84

Total Handchecks..... **$567,393.75**

Payroll 5/20/16 .... **$38,696.59**

Unpaid Invoices - Vendor		Amount	Grant Funds	Grant Name
American Fence Company,	$	75.00	$75.00	FEMA
American Funds Service C	$	1,989.08		
Avid4 Adventure, Inc.:	$	1,693.75		
Badker, Larry:	$	100.00		
Boulder County Finance:	$	40,793.04		
Brekke Storage:	$	115.00	$115.00	FEMA
Bryan Constuction, Inc.:	$	11,784.00	$6,352.09	DOLA
CIRSA:	$	6,403.00		
Colorado Analytical Lab:	$	283.50		
Colorado Department of R	$	1,960.00		
Colorado Health Medical	$	54.00		
Colorado Materials:	$	443.60		
E-470 Public Hwy Authorit	$	10.65		
Federal Payroll Taxes	$	14,559.11		
Gadbaw, Beth:	$	400.00		
Haddad, Abraham:	$	200.00		
Halden Wofford & the Hi B	$	500.00		
Hamilton Associates:	$	1,500.52		
Hill Petroleum:	$	477.62		
ICON Engineering, Inc.:	$	7,455.00	$7,455.00	CDBG
Innovative Computer:	$	605.00		
JLB Companies, Inc:	$	11,028.66	$11,028.66	CDOT/CDPHE/CDBG/HMGP
Kristin Nordeck Brown, PC:	$	1,000.00		
Lewan & Associates:	$	808.14		
Liberty Waste Manageme	$	210.00		

Town of Lyons
A/P Summary Bi-Monthly
6/06/16

Loris and Associates:	$	893.75		
Louzan & Stillman, LLC:	$	6,666.00		
Lyons Automotive:	$	833.52		
Lyons Outdoor Games:	$	5,400.00		
Lyons Recorder:	$	225.20		
M E A N:	$	74,676.33		
McDonald Farms Enterpris	$	1,680.00		
Mountain View Welding, L	$	1,233.96		
MUNICODE:	$	791.00		
N Line Electric, LLC:	$	4,888.24		
Quill:	$	444.92		
Ramey Environmental Co	$	1,750.61		
RG and Associates, LLC:	$	4,698.75	$4,698.75	CDPHE
U.S. Postmaster:	$	500.00		
Uline:	$	426.96		
USA Blue Book:	$	420.17		
Welborn, Sullivan, Meck:	$	225.00		
Workwell Occupational:	$	261.00		
Unpaid Invoices as of 6/06/16		**$210,464.08**	**$29,724.50**	**Grant Expenditures**

Total (hand checks, unpaid invoices & payroll)	**$816,554.42**

DRAFT AGENDA

TOWN OF LYONS

FRIDAY, MAY 27, 2016 AT 4:00 PM

SPECIAL MEETING

SHIRLEY F. JOHNSON COUNCIL CHAMBER

LYONS TOWN HALL, 432 5TH AVENUE, LYONS, COLORADO

I. Roll Call

Roll Call. Present: Mayor Connie Sullivan, Trustee Mike Karavas, Trustee Juli Waugh, Trustee Barney Dreistadt.
Absent: Mayor Pro Tem Dan Greenberg, Trustee Jim Kerr, Trustee Wendy Miller.
Motion: , **Action:** Adjourn, **Moved by** Trustee Mike Karavas, **Seconded by** Trustee Barney Dreistadt.
Motion passed unanimously.

II. Lyons Local Liquor Authority

Town Administrator Simonsen reported the applicant is Higher Ground Ministries submitted three Special Events Permits on May 11, 2016 for the following sites, S20 at 429 #A Main Street, Pilates Studio 440 Main St, Red Fox Northern America 424 Main Street, the sites were posted on May 18, 2016. Event Manager Jake Fink /Lyons Film Festivals will play the films at the three locations, this will be the same weekend of Lyons Outdoor Games.
The beer has been donated by Oskar Blues for the event, which means the applicant must give the beer away. The Event Manager Jay Fink has stated they have decided one beer per person is the maximum dispersal. Because each visitor will only get one beer, and the licensed premises are located wholly within the businesses they have asked that the security requirements be waived for these Special Events Permits. The town has not received any comments for or against any of the three Special Events Permits. Town Administrator Simonsen reported Jake Fink is present to answer any questions the BOT may have.

Jake Fink – Lyons Film Festivals reported over the 3 days of the film festival anywhere from 5 – 55 films will be shown. Mr. Fink stated there will be film makers coming from Hollywood, we want them to relax, have a beer and want to come back. Mr. Fink stated he is proud of the event, there will be art vendors, musicians and Craig Ferguson is helping with the events. Mr. Fink stated $1,000 dollars worth of tickets have been sold, we are hoping to double that amount. Mr. Fink stated this could be a signature event for the town.
BOT discussion concerning the event.

1. Special Events Permit for Higher Ground Ministries International, INC at S20, 429 Main Street, Suite A, Lyons, CO on June 4, 2016
Motion: Trustee Dreistadt moved to approve the Special Events Permit for Higher Ground Ministries International, INC at S20, 429 Main Street, Suite A, Lyons, CO on June 4, 2016
Action: Approve, **Moved by** Trustee Barney Dreistadt, **Seconded by** Trustee Juli Waugh.
Motion passed unanimously.

2. Special Events Permit for Higher Ground Ministries International, INC at Red Fox North America, 424 Main Street, Lyons, CO on June 4, 2016
3. **Motion:** Trustee Waugh moved to approve Special Events Permit for Higher Ground Ministries International, INC at Red Fox North America, 424 Main Street, Lyons, CO on June 4, 2016
Action: Approve, **Moved by** Trustee Juli Waugh, **Seconded by** Trustee Mike Karavas.
Motion passed unanimously.

3. Special Events Permit for Higher Ground Ministries International, INC at Pilates Studio, 440 Main Street, Suite A, Lyons, CO on June 4, 2016
Motion: Trustee Karavas moved to approve Special Events Permit for Higher Ground Ministries International, INC at Pilates Studio, 440 Main Street, Suite A, Lyons, CO on June 4, 2016
Action: Approve, Moved by Trustee Mike Karavas, Seconded by Trustee Barney Dreistadt.
Motion passed unanimously.

III. Any other matters of concern

Motion: Trustee Dreistadt moved to close as the Lyons Liquor Authority and reopen as the BOT
Action: Approve, **Moved by** Trustee Barney Dreistadt, **Seconded by** Trustee Juli Waugh.
Motion passed unanimously.

Motion: Trustee Karavas moved to adjourn at 4:21 pm.
Action: Adjourn, **Moved by** Trustee Mike Karavas, **Seconded by** Trustee Juli Waugh.

IV. Adjournment Motion passed unanimously.

"The Town of Lyons will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. Persons needing accommodations or special assistance should contact the Town at hr@townoflyons.com as soon as possible, but no later than 72 hours before the scheduled event."

Respectfully submitted by;

_____ _____

Deb Anthony, MMC – Town Clerk Mayor Connie Sullivan

Housing Workshop 5:30 pm – 6:45 pm

MNUTES
TOWN OF LYONS

7:00 P.M., MONDAY, MAY 16, 2016

BOARD OF TRUSTEES MEETING
SHIRLEY F. JOHNSON COUNCIL CHAMBER
LYONS TOWN HALL, 432 5TH AVENUE, LYONS, COLORADO

I. Roll Call and Pledge of Allegiance
Roll Call. Present: Mayor Connie Sullivan, Mayor Pro Tem Dan Greenberg, Trustee Mike Karavas, Trustee Juli Waugh, Trustee Barney Dreistadt, Trustee Wendy Miller, Trustee Jim Kerr.

II. A Reflective Moment of Silence

III. Approve Agenda
Motion: Trustee Karavas moved to approve the Agenda.
Action: Approve, **Moved by** Trustee Mike Karavas, **Seconded by** Trustee Jim Kerr.
Motion passed unanimously.

IV. Boulder County Sheriff Report, Sgt Nick Goldberger
Sgt Goldberger reported on the following
- ✓ Wild life issues – a bear east of town was hit by a vehicle and killed in the area of Hwy 66/36, the elk are also out on Hwy 36, please take it slow
- ✓ Vehicle accident at the curve by Diamond Shamrock
- ✓ Drug Take Back and Lyons Clean Up Days this weekend
- ✓ Traffic lights at McConnell/Stone Canyon will be on yellow flashing for a few weeks when they are first turned on to get motorist accustomed to a traffic light being there
- ✓ The Sheriff's Dept has upped the number of staff to cover Lyons Outdoor Games the weekend of June 3rd and 4th
- ✓ Sgt Goldberger announced that he made Commander and will be leaving the position at Lyons in mid August. Clay Leek and Bill Crist have applied for the Lyons position, interviews for the position will take place May 26, 2016

V. Staff Reports (15 min)
Town Administrator Simonsen reported on the following;
- ✓ Wet weather is slowing the progress at Johnson Park, camp hosts are here for the summer
- ✓ Staff will be meeting with the State monthly in person to discuss recovery and cash flow.
- ✓ Process of the Uniform Relocation Act and Requirements, in some cases residents' can receive up to 42 months assistance due to a buyout or the flood, the town needs to make sure the amount the town is liable for is set aside through CDBG funds.
- ✓ 2015 Annual Audit by Poysti and Adams
- ✓ Town Hall Meeting set for May 25, 2016 at Rogers Hall from 7 pm – 9 pm
- ✓ Staff has met to discuss an action strategy concerning enforcement of ADU's, making units safe for renters, putting together a scope that would bring in the Boards and Commissions to help with this
- ✓ Joint Meeting between the BOT and PCDC on June 20, 2016
- ✓ New employees hired, Utility Billing Clerk, HR Generalist, Seasonal Parks Person, Camp Hosts and Seasonal PW Person.
- ✓ LLPA tomorrow night at the Lyons Fire Station concerning the South St Vrain Area, the meeting will start at 4:30 pm
- ✓ Bohn Park Final Design updates are on the Town Web Site

VI. Audience Business - No one wished to speak during Audience Business

VII. Board and Commission Update (15 min)
1. Lyons Regional Library District

Kathleen Crane, President, Andrew Biel, Secretary and Kathryn Weadley, Librarian reported the following on the Lyons Regional Library District; The Lyons Library District is looking forward to a close collaboration with the newly seated mayor and BOT. Thanks for letting us give you a brief update on our new library building and process. At this time, we are asking for approval of staff time to consider amendment to our current IGA (attached) per the changes discussed below.

Background:

The Lyons Library District received mill levy funding in a November, 2014, referendum. In December, 2014, the library district entered into an Intergovernmental Agreement (IGA) with the town to rent the depot library and surrounding property for 50 years with the intention of temporarily occupying the Depot Library when restoration was complete. The ultimate goal was to build a new library building on the same site. The district began operating independently from the town in July, 2015 and hired F&D International as our owner's representative to begin planning for a new building. The District staff and board soon realized that temporarily moving into the Depot, while simultaneously planning for the new building, would adversely affect our ability to provide services to our patrons; hence our decision not to move from our temporary Main St. location. Also F&D advised that the buildable area in the existing IGA was overly constrained with site issues such as size, drainage, and preserving the historic character of the depot as required by the Colorado State Historic Fund who gave grant money to the Depot restoration.

Where we are today:

F&D International has recently completed a survey and re-plat of the entire municipal campus area, including title search and vacation of railroad easements through the Depot site. The Library Building Committee has completed a community survey and has been undergoing an intensive preliminary design process. We are ready for public comment and are hosting a design workshop on May 23 at Oskar Blues and hope you will all be able to attend.

The Library District would like to amend the IGA to be able to build on some portion of the current skate park, recycle, and/or RTD lot area adjacent to the Depot site and are asking for the BOT's cooperation on this idea. We would also like to address any concerns you have about the IGA amendment.

Next steps:

The Library District will form a small IGA committee to work with Town staff to draft legal language for the IGA amendment and request BOT action. The Library District will seek funding for the building project, most likely through a USDA loan. This will most likely require a November ballot item to split the District's mill levy revenues between building debt service and operations. We do not intend to ask for an increase in the mill levy.

Kathryn Weadley, Librarian also reported n the Open House the LRLD will be hosting on May 23, 2016 at Oskar Blues from 11 am to 7 pm. Ms. Weadley reported the number of patrons is up 40%, books being checked out are up and Aspen Cat is up 68% from January - April of this year compared to 2015. Ms. Weadley also reported the Main Street access is the key to the library, it is good for economic development and it is close to the Grade School. Mr. Biel reported Mr. Todd has completed the research concerning the title commitment for the property the Lyons Depot is on and will be clearing that title soon.

BOT discussion concerning the IGA with the town, possibility of building a new library on the RTD lot/Skate Park, moving the recycle bins to allow more room for the new library. Town Attorney Guckenberger stated in order to rewrite the IGA she would need direction from the BOT, the original IGA, RTD Agreement and Boulder County Recycle Agreement.

The BOT directed Staff to work with the LRLD on updating the IGA.

2. UEB – Electric Utility Review

UEB Chair Aaron Caplan reported the Utility and Engineering Board would like to present its summary of work for 2015 and its priorities for 2016 as requested in the Lyons Municipal Code section 2-8-60. We would ask the Board of Trustees if there are some additional priorities they would like added, some priorities that should be removed and to to prioritize the list for 2016. This will help give us guidance on what is most important at this time. We have also included a summary first quarter financial review of the three utilities, electric, water and wastewater. The final topic is to find clarity on what is required in restricted funds. I have been working with staff to collect the various ordinances and resolutions that discuss this. The 2004 resolution included in this packet appears to be the basic starting point. We then have requirements for various bonds and notes which require certain amounts be restricted and are listed below. These appear to be what the general 2004 resolution wanted to cover and so an individual bond or note requirement would be considered a sub restriction within the account set up for rate stabilization, not in addition to that account. You might also note that the rate stabilization resolution does not use 3 months operating expenses as the reserve amount. That is what the individual note for the water and wastewater fund requires and so I believe that has been used as the general requirement but is not actually in an ordinance or resolution for the electric fund.

Restricted funds for Electric Fund: Rate Stabilization Resolution 2004-23– 10% (min)-20%(max) of annual revenues 2003 Bond – Reserve acct equal to principal and interest of that year's payment 2006 Electric Note – the same amount every year...$34,190

Restricted funds for Water/Sanitation Fund: Rate Stabilization Resolution 2004-23 – 10% (min)-20%(max) of annual revenues, 2003 Water Note – 3 months of operating and maintenance. (per auditors)s not actually in an ordinance or resolution for the electric fund.
Mr. Caplan gave a brief summary of 2015:
Calculated 2016 budget for the utility funds.
Reviewed the Request for Proposals (RFPs) and the Proposals themselves for

- ✓ Water and Wastewater, Rate and Capital Improvement Project Studies
- ✓ Storm Drainage Master Plan

Worked on the Lyons Recovery Action Plan (LRAP), Infrastructure Section 1.1.1 - Update the Long Range Water Plan, the Master Wastewater Plan and the Storm Drainage Master Plan to reflect the Town's existing conditions and expanded planning area. Develop a master plan for the electric utility.

- ✓ The Water, Wastewater and Storm Drainage are all under study by independent companies paid for by grant funding.
- ✓ The Electric Utility first needed some analysis. We determined that it would be complicated and costly to try and break the contract with our current electric provider, MEAN, which would allow the town to either sell the utility or find another provider. Based on a rate comparison with other electric providers and the lack of places to find savings we don't see much gain in pursuing this option. We also felt the town's electric service has been pretty reliable.
  Proposals for a Study of our Electric Rates and Capital Improvement Projects were then put out for bids. The 2 bids received came in way over budget. Staff is working on new RFP's for this.
- ✓ Reviewed Lyons Environmental Sustainability Action Plan, (LESAP). Planned and Budgeted to upgrade Lyons electric metering system.
- ✓ Had a meeting with Longmont Water to discuss water rights. This included our options for sources of water rights other than Colorado Big Thompson water, and cash in lieu of water rights policy.

3. UEB – 2016 Goals

Mr. Caplan, UEB Chair, reported the UEB 2016 Priorities:
Supply the trustees with a quarterly review of utility funds with regards to 3 months operating expenses, and an annual budget for the utilities.
Develop a wastewater pretreatment ordinance for Lyons Municipal Code (LMC) Monitor the electric utility meter upgrade.
Finish Work on LRAP Infrastructure 1.1.1. Once the studies being done are in we will review and aggregate data for the various master plans.
Reassess tap or connection fee policy based on results from the studies and incorporate affordable housing considerations.
Begin work on LRAP INF 2.2.1 - (Develop and implement a capital improvement and maintenance plan for Lyons' transportation system that considers emergency and normal operating conditions, future land use, collector connections, street master plans, street connections and multi-modal transportation.)
Review and suggest updates for the LMC utility sections.
Update and revise the Lyons Design and Construction Manual (DCM) or Manual of Design Criteria and Standard Specifications for Construction of Public Improvements of the Town.
UEB and BOT discussion concerning MEAN's rates, renewable energy practices, MEAN does not get their budget out in time for the town to budget – direction from MEAN is given in November of every year but they don't get the solid numbers until January of every year, working to start the process earlier this year, to have oriented workshops, to be prepared for the 2017 budget and to be prepared to increase/decrease the rates, stating the process but end on time with the correct numbers, rate stabilization funds, how much reserve is needed for the funds, reviewing the funds every 6 months, updating the utility codes, LRAP infrastructure, finish work on Action Plan, upgrading the electric meters, respond to peak demand, follow through with the water treatment plant.
Discussion concerning pretreatment at establishments with grease traps. Mayor Sullivan stated the BOT needs more information and education on this. Mayor Sullivan asked the UEB to get on one of the meetings later in the summer to bring the BOT more information concerning pretreatment.

Motion: Trustee Waugh moved to close as the BOT and reopen as the Lyons Liquor Authority
Action: Approve, **Moved by** Trustee Juli Waugh, **Seconded by** Trustee Jim Kerr.
Motion passed unanimously.

VIII. Lyons Liquor Authority Consent Agenda

1. Special Events Permit - Burning Can Beer Festival-Can'd Aid-June 4, 2016

After staff presentation the BOT agreed to approve the Special Events Permit - Burning Can Beer Festival-Can'd Aid for June 4, 2016.

Motion: Mayor Pro Tem Greenberg moved to approve the Special Events Permit.

Action: Approve, **Moved by** Mayor Pro Tem Dan Greenberg, **Seconded by** Trustee Juli Waugh.

Motion passed unanimously.

IX. Lyons Liquor Authority Public Hearing

1. Mojo Taqueria Restaurant– New Hotel/Restaurant Liquor License

Mayor Sullivan called to order a public hearing of the Lyons Liquor Authority at 8:00 pm, the Authority shall consider the applicant of the Mojo Taqueria. Mayor Sullivan stated the application submitted to the Town Clerk's Office with all supporting documents are hereby made part of the record, any other documents presented to the Authority during this hearing shall also be made part of the record. Mayor Sullivan asked Deputy Town Clerk Watson if notice was properly posed and published for this matter. Deputy Town Clerk Watson reported the property was noticed and notice was put in the Lyons Recorder. Deputy Town Clerk Watson asked the BOT to establish the boundaries of the "neighborhood", the neighborhood is the entire Town (as has been the practice in the past). Mayor Pro Tem Sullivan moved that the entire corporate limits of the Town of Lyons be considered as the neighborhood for purposes of this Liquor License Application and the Public Hearing. Mayor Sullivan asked the applicant if he would like to speak.

Ty Hammes, Lyons stated he is the applicant and will be opening a Mexican style restaurant and will be selling beer and alcohol in the early afternoon into evening. Mr. Hammes described an outside seating area that will be in place. Mayor Pro Tem Greenberg asked if the applicant made an attempt to get any signatures from residents who lived closer to the restaurant. Mr. Hammes stated he did not since the restaurant is on the main thoroughfare and is more of a Main St business. Mayor Pro Tem Greenberg asked what if the BOT had not defined the neighborhood as the whole town, can you explain why you did not get signatures from residents who live closer to your business. Mayor Pro Tem Greenberg stated I am curious why it did not occur to you to get signatures from those closer to your business. Mr. Hammes stated the building is already an existing restaurant business; this is not bringing a new business to town. Trustee Dreistadt asked if there would be music. Mr. Hammes stated sometimes on Sunday nights but that the music would be on the inside. Mayor Sullivan asked Deputy Town Clerk Watson why the background information on the application was blank. Deputy Town Clerk Watson reported that information goes to CBI and the town will only get that information back if there is an issue. Town Attorney Guckenberger stated it has been a long time since the Liquor Licensing process has been updated and that it might be something the town would want to consider doing.

Mayor Sullivan closed the Public Hearing at 8:15 pm

Motion: Mayor Pro Tem Greenberg moved to approve the liquor license application for Mojo Taqueria, specifically finding that the establishment meets the reasonable needs of the neighborhood and the desires of the adult residents of the neighborhood. Mayor Pro Tem Greenberg noted for the record that two of the signatures on the Neighborhood List did not live in the town limits of the Town of Lyons.

Action: Approve, **Moved by** Trustee Barney Dreistadt, **Seconded by** Trustee Mike Karavas.

Motion passed unanimously.

Motion: Trustee Karavas moved to close as the Lyons Liquor Licensing Authority

Action: Approve, **Moved by** Trustee Mike Karavas, **Seconded by** Trustee Juli Waugh.

Motion passed unanimously.

X. Consent Agenda

1. May 2, 2016 BOT Meeting Minutes
2. May Accounts Payable
3. Resolution 2016 - 48, a Resolution Modifying the Agenda, Order and Manner of Business of Meeting of the Town of Lyons Board of Trustees and Repealing Resolution No 2010-42
4. FIRST READING - Ordinance 1,000, an Ordinance of the Board of Trustees of the Town of Lyons Conditionally Rezoning Property Within the Town of Lyons, Commonly Known as 304 2nd Avenue, from the (B)Business District to

PUD-C (PUD-Residential, Conditionally Approving the Final PUD Plan and Approving the Development Agreement for the Subject Property.
5. FIRST READING - Ordinance 1,001, an Ordinance of the Board of Trustees of the Town of Lyons Conditionally Vacating Certain Right of Way Consisting of a Portion of the Alley as Dedicated n the Putnam Plan of the Town of Lyons Recorded at Book 2, Page 77 and Book 4, Page 48 of the Boulder County Real Property Records
6. Resolution 2016 -49, a Resolution Designating a Town of Lyons Alternate Representative to the Municipal Energy Agency of Nebraska Management Committee/Alternate Director to Mean Board of Directors, Authorizing the Alternate to Vote on the Town's Behalf, and Generally Authorizing the Alternate to Vote Whenever the Primary Representative is Absent
7. FIRST READING Ordinance 1,002, an Ordinance Amending Article 4 of Chapter 11 of the Lyons Municipal Code by Repealing and Reenacting Section 11-4-60 to Substitute the Name "LaVern M. Johnson Park" for the Park Formerly Known as Meadow Park
Motion: Mayor Pro Tem Greenberg moved to pull item 4 and approve the rest of the items on the Consent Agenda
Action: Approve, **Moved by** Mayor Pro Tem Dan Greenberg, **Seconded by** Trustee Barney Dreistadt. Mayor Pro Tem Dan Greenberg pulls item 4. Motion passed unanimously.

XI. General Business

1. Prioritize Rd 3 CDBG-DR Infrastructure Grant Projects
Rosi Dennett, reported at the BOT workshop on May 2, 2016, staff presented an update on the infrastructure projects included in Round 2 Community Development Block Grant – Disaster Recovery (CDBG-DR) and the list of projects that need to be prioritized for the upcoming Round 3 CDBG-DR. The BOT requested that the prioritization be discussed as a general business item at the next BOT meeting. Attached is the list of Round 3 projects in the order of preference by Town Staff as discussed in the workshop. Also attached is a brief explanation of each project.
The tentative date for Round 3 funds to be available is in the fall, and prioritization is necessary at this time to enable Staff to prepare grant applications for each project to start the County Collaborative review process. The total amount available for Lyons in Round 3 is estimated to be $2,500,000. The top ten projects listed on the attached list can be completed within this budget, leaving the remaining projects in need of a funding source. In addition, one of the buyouts is Round 2 is considering withdrawing from the buyout program which would make approximately $400,000 available for a project or projects to move up from Round 3. Staff is asking for direction on the prioritization of infrastructure projects for Round 3 CDBG-DR on the projects listed below:
1. Matching funds for all FEMA PA projects applied to 2nd Avenue Bridge replacement project.
2. Seven property owners still on buyout list (346 Park-Arp, 401 2nd-Yoder, 194 2nd-James/Tarbet, 115 Park-Kier, 337 Park-Miller, 338 4th-Hubbard, and 423 Evans-Kanizay) but only one has recently expressed continued interest in buyout (346 Park-Arp). All seven homes have either been repaired or are in the process of being elevated and reconstructed. A deadline date for property owner decision needs to be determined as soon as possible to enable the Town to finalize the budget for Round 3 CDBG.
3. Replace pavement damaged by heavy flood recovery construction traffic. (Evans, 2nd, 3rd, 4th McConnell, etc.)
4. Design work for relocation of the waterline in Apple Valley.
5. Permitting and agreements for relocation of waterline in Apple Valley.
6. Matching funds for Colorado Parks & Wildlife/LWWCF grant for trail extension from McConnell to Hwy 36/66 junction.
7. Improvements (storm drainage, curb & gutter) required to bring streets up to code because of damage sustained from heavy flood recovery construction traffic.
8. Add storm drainage, curb & gutter to areas damaged by flood (Evans St.)
9. Utility base rate reimbursement for buyout households for period between flood and buyout closings.
10. Restoration of damaged buyout properties outside of the demolition footprint (approximately 10 acres at $20,000 per acre).
11. Electric Meter Upgrade
12. Black Bear Hole Restroom
13. Apple Valley Waterline Construction
14. Lyons Valley River Park Recovery/Fuse Plug
15. Replacement Pumps and Motors at Water Pump Station
16. Bohn Park Pump House & Filter
17. Tree Replacement
18. Waste Water Treatment Plant Addendum
19. Park Development of Buyout Properties

20. DRCOG Match (Main Street)
21. Skate Park Relocation
22. Sidewalks in Flood Damaged Areas
23. DRCOG Match (Broadway)

BOT discussion surrounding the Round 3 CDBG-DR projects. The tentative date for Round 3 funds to be available is in the fall, and the total amount available for Lyons is estimated to be $ 2,500,000. The following top ten projects can be completed within this budget. If the buyout does not occur, items eleven and twelve can be included in this round. The remaining projects will continue to be unmet needs and total approximately $4 million (not including park development of buyout properties).
After discussion the BOT prioritized the list as follows:

1.	FEMA PA Match (2nd Avenue Bridge)	$ 80,000
2.	Replace Damaged Pavement	290,000
3.	Storm Drainage, Curb & Gutter in Flood Damaged Areas	120,000
4.	Storm Drainage, Curb & Gutter of Damaged Roads	600,000
5.	Relocation of Waterline (Apple Valley) Design	300,000
6.	Apple Valley Waterline Permitting & Agreements	200,000
7.	Utility Base Rate Reimbursement	75,000
8.	Electric Meter Upgrade	300,000
9.	Black Bear Hole Restroom	90,000
10.	Buyouts (1 Potential Property)	375,000
11.	Replacement Pumps and Motors at Water Pump Station	250,000
12.	Waste Water Treatment Plant Addendum	95,000
13.	Tree Replacement	75,000
14.	Restoration of Buyout Properties	200,000
15.	Apple Valley Waterline Construction	1,000,000
16.	Lyons Valley River Park Recovery/Fuse Plug	275,000
17.	Bohn Park Pump House & Filter	195,000
18.	Park Development of Buyout Properties	TBD
19.	DRCOG Match (Main Street)	400,000
20.	Skate Park Relocation	350,000
21.	Sidewalks in Flood Damaged Areas	335,000
22.	DRCOG Match (Broadway)	330,000

Motion: Mayor Pro Tem Greenberg moved to take a 5 minute break at 9:15 pm.
Action: Enter Recess, **Moved by** Mayor Pro Tem Dan Greenberg, **Seconded by** Trustee Wendy Miller.
Motion passed unanimously.
BOT Meeting Resumed at 9:21 pm

2. Discussion concerning BOT compensation and election terms
Mayor Sullivan stated she felt it was important for the BOT to evaluate the BOT's compensation early in this term that she did not feel it was appropriate to discuss at the end of the BOT's last term, if the BOT chooses to change the compensation it would start with the 2018 BOT term. Mayor Sullivan stated she also wants the BOT to discuss staggered terms.
BOT discussion included the possibility of a more diverse BOT if the compensation covered child care, looking at the possibility of covering child care in addition to the compensation for those with young children for those who would be eligible under FLSA, waiting for another year to discuss to see if the town is back to a more normal schedule – the BOT schedule has not been normal since the 2013 flood, terms still being for 2 years but having them staggered so there would be an election every year, competitive elections, the value of elections, should not be limited to those who can afford day care for their children, democratic process, at the end of the day it is a volunteer job, should not be limited to those who can afford day care if needed.
After discussion the BOT directed Staff to look at a flexible spending account, what the qualifiers would be to have the Town supplement day care for the meetings and gather data on compensation for Mayor and Trustees.

3. Discussion concerning Building Permit Fees

Mayor Pro Tem Greenberg stated he asked Staff for an update on the town waving its building permit fees for those in the flood areas. Mayor Sullivan stated it is the intent to still honor those fees for permits to repair flood damage but the town also needs to emerge from the flood, we need a clear defined path to follow. Mayor Sullivan asked when recovery ends.

After BOT discussion the BOT directed Staff to complete a spread sheet with all of the flood permits and a breakdown of the flood permits with the total cost of the permit and the amount the town has waived per flood permit and to come back to the BOT with the numbers.

XII. Items Removed from Consent Agenda

4. FIRST READING - Ordinance 1,000, an Ordinance of the Board of Trustees of the Town of Lyons Conditionally Rezoning Property Within the Town of Lyons, Commonly Known as 304 2nd Avenue, from the (B)Business District to PUD-C (PUD-Residential, Conditionally Approving the Final PUD Plan and Approving the Development Agreement for the Subject Property

Mayor Pro Tem Greenberg stated he pulled this item because it is not always clear what the path to the Public Hearing is, although the planner's cover sheet did address a lot of the big picture. Mayor Pro Tem Greenberg asked when the final plat comes to the BOT will both the rezones be mapped out for the BOT.

BOT discussion included what happens if changes between first and second reading occur, Habitat – Dave Emerson will be presenting at the June 20, 2016 BOT meeting, process, possible adjustments in the timeline to acquire additional information, allowing enough time between deadlines to allow for Staff to have time to respond, when do deed restrictions come into play, if changes are made between first and second reading could they please be in red so the changes/additions can be easily found, (Town Attorney Guckenberger suggested using a planning document like a legislative version or bullet points so the BOT can readily see the changes between first and second readings). During the BOT discussion it was discovered that the actual ordinance was missing from the packet, although the cover sheet and all the backup documentation was there. After discussion the BOT agreed since Ordinance 1000 was not included in the packet that Ordinance 1000 should be continued to the June 3, 2016 BOT meeting.

Motion: Mayor Pro Tem Greenberg moved to continue the first reading on Ordinance 1000 to the June 6, 2016 BOT Meeting.

Action: Approve, **Moved by** Mayor Pro Tem Dan Greenberg, **Seconded by** Trustee Wendy Miller.

Motion passed unanimously.

XIII. Trustee Reports – due to the time the Mayor Sullivan asked that the Trustees email their reports so the BOT could move on to the Executive Session

XIV. Executive Session – 10:40 pm

Motion: Mayor Pro Tem Greenberg moved to approve an executive session being conducted pursuant to C.R.S. Sections 24-6-402(4)(a) and (e) for the purpose of discussing the purchase, option to purchase, acquisition, or lease of real property interests in the Eastern Corridor using disaster recovery funds and for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators regarding real property interests in the Eastern Corridor.

Action: Approve, **Moved by** Mayor Pro Tem Dan Greenberg, **Seconded by** Trustee Barney Dreistadt.

Motion passed unanimously.

XV. Adjournment – 12:40 am

"The Town of Lyons will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. Persons needing accommodations or special assistance should contact the Town at hr@townoflyons.com as soon as possible, but no later than 72 hours before the scheduled event."

Respectfully submitted by;

_____ _____

Deb Anthony, MMC – Town Clerk Mayor Connie Sullivan

Town of Lyons, Colorado
Board of Trustees
BOT Agenda Cover Sheet
Agenda Item No: IX -4
Meeting Date: <u>June 6, 2016</u>

TO: **Mayor Sullivan and Members of Board of Trustees**

FROM: **Marcus McAskin and Rosi Dennett**

DATE: **June 6, 2016**

ITEM: **Ordinance No. 1000: Ordinance Rezoning 304 2ND Avenue from the Business (B) Zone District to PUD-C and PUD-R, Conditionally Approving the Final PUD Plan, and Approving the Development Agreement for the Subject Property**

__X__ ORDINANCE
_____ MOTION / RESOLUTION
_____ INFORMATION

I. **<u>REQUEST OR ISSUE:</u>** Ordinance No. 1000 ("Ordinance"): (1) approves the rezoning of certain property commonly referred to as 304 2nd Avenue and as more particularly described in <u>Exhibit A</u> of the Ordinance (the "Subject Property") from the Business (B) Zone District to the PUD-C (PUD-Commercial) and PUD-R (PUD-Residential) Zone Districts as more particularly shown in the Final PUD Plan; (2) conditionally approves the Final PUD Plan; and (3) approves the Development Agreement for the Subject Property by and between the Town of Lyons and the property owner of record, Downtown Lyons Development, LLC, a Colorado limited liability company ("Owner").

The Subject Property was originally developed and occupied by Valley Bank.

The Owner is also currently processing the 2nd & Park Subdivision and Planned Unit Development Final Plat (the "Final Plat"). The Final Plat proposes subdividing the Subject Property into seven (7) new lots as follows:

- Lot 1 encompasses the northern portion of the Subject Property including the existing office building. The Owner is proposing that Lot 1 be rezoned from Business (B) to PUD-C.
- Lots 2 – 7 encompasses the remaining southern 51' of the Subject Property (fronting the Park Street ROW). The Owner is proposing that Lots 2 – 7 be rezoned from Business (B) to PUD-R.

Habitat for Humanity of the St. Vrain Valley, Inc., a Colorado nonprofit corporation ("Habitat") is currently under contract to acquire Lots 2 – 7 from the Owner following the date on which the Final Plat is recorded. At the present time, Town Staff is informed that

Habitat intends on commencing horizontal improvements on Lots 2 – 7 following the date on which the Final Plat is recorded with the intent of completing foundations and related improvements to Lots 2 – 7 during the balance of 2016.

Maps highlighting the existing and proposed zoning of the Subject Property are attached to this Agenda Cover Sheet as **ATTACHMENT A** and are incorporated by reference.

II. **RECOMMENDED ACTION / NEXT STEP:** Approve Ordinance No. 1000 on first reading and schedule a public hearing and second reading of the Ordinance on a time and date certain.

Currently, it is anticipated that second reading of the Ordinance will occur on Monday, July 5, 2016.

III. **FISCAL IMPACTS:** No major fiscal impact. The Owner's summary of the project-specific fiscal impacts is summarized in the "Project Summary and Written Statement," a copy of which is attached hereto as **ATTACHMENT B** and incorporated by reference.

IV. **BACKGROUND INFORMATION:** On November 23, 2015, the PCDC reviewed and approved the PUD Final Plan with conditions. The list of conditions is attached to the Ordinance as Attachment B. Staff has been working with the applicant and his representatives to complete the required submittal requirements, and Staff determined that the recently-submitted final plan documents are sufficient to proceed to the first reading of the Ordinance. The items listed in the referral response from the Town Engineer, attached hereto as **ATTACHMENT C**, will be addressed prior to the second reading. **ATTACHMENTS D – G**, attached hereto, include Site Development Plan, Drainage Report and Design Report.

It was determined to process both the Final PUD Plan and Final Plat proposals concurrently, so that the required public hearings can be combined into one public hearing. Therefore, the second reading of the Ordinance for Final PUD Plan and the Resolution for Final Plat will be considered by the BOT at the same meeting (tentatively scheduled for June 20, 2016). The Resolution for the Final Plat does not require two readings and is not under consideration at this May 16, 2016 meeting.

The terms of the permanent affordability covenant (or deed restriction) associated with the residential portion of the Final PUD Plan will be included in the development agreement to be considered at the second reading of the Ordinance. Habitat for Humanity of the St.Vrain Valley will present the specifics of how the program is implemented to the BOT at the next BOT meeting on June 6, 2016.

V. **LEGAL ISSUES:** N/A.

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A

VII. **SUMMARY AND ALTERNATIVES:** The Board of Trustees has the following options:

(1) Adopt Ordinance No. 1000 on first reading, as may or may not be amended;

(2) Direct Town Staff to make revisions to the Ordinance and schedule consideration of the Ordinance on a future Board of Trustees meeting agenda for first reading; or

(3) Reject or deny the Ordinance.

PROPOSED MOTION: "I MOVE TO APPROVE ORDINANCE NO. 1000, AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO, REZONING PROPERTY WITHIN THE TOWN OF LYONS, COMMONLY KNOWN AS 304 2ND AVENUE, FROM THE (B) BUSINESS ZONE DISTRICT TO THE PUD-C (PUD-COMMERCIAL) AND PUD-R (PUD-RESIDENTIAL) ZONE DISTRICTS, CONDITIONALLY APPROVING THE FINAL PUD PLAN, AND APPROVING THE DEVELOPMENT AGREEMENT FOR THE SUBJECT PROPERTY ON FIRST READING, AND FURTHER MOVE TO SCHEDULE SECOND READING AND PUBLIC HEARING ON THIS ORDINANCE FOR MONDAY, JULY 5, 2016 AT 7:00 PM AT TOWN HALL."

ATTACHMENTS:

ATTACHMENT A: Existing and Proposed Zoning Maps

ATTACHMENT B: Project Summary and Written Statement

ATTACHMENT C: Town Engineer Review Comments May 11, 2016

ATTACHMENT D: A00 Final PUD Development Plan Cover Sheet April 25, 2016

ATTACHMENT E: A01 Site Development Plan April 25, 2016

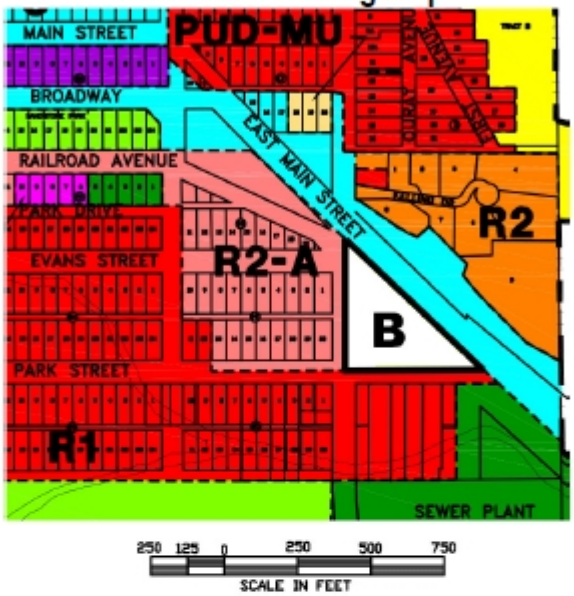
ATTACHMENT F: Drainage Report January 13, 2016

ATTACHMENT G: Design Report January 13, 2016

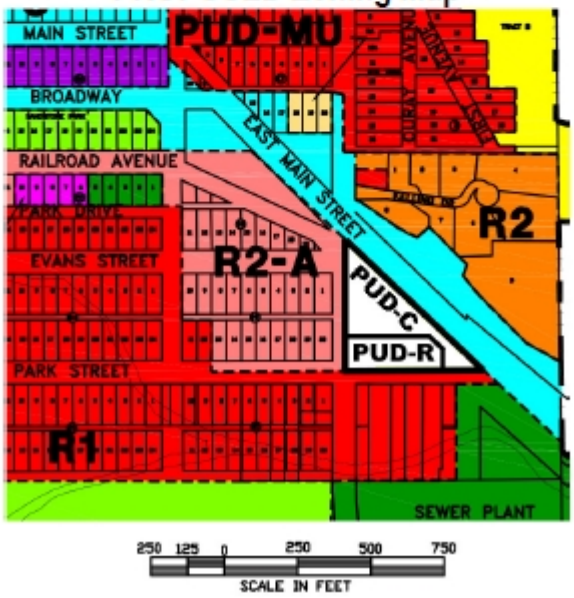
ATTACHMENT A

PROPOSED
2nd & Park Subdivision and PUD
304 2nd Avenue, Lyons CO

EXISTING Zoning Map



PROPOSED Zoning Map



TOWN OF LYONS, COLORADO
ORDINANCE NO. 1000

AN ORDINANCE REZONING PROPERTY WITHIN THE TOWN OF LYONS, COMMONLY KNOWN AS 304 2ND AVENUE, FROM THE (B) BUSINESS ZONE DISTRICT TO THE PUD-C (PUD-COMMERCIAL) AND PUD-R (PUD-RESIDENTIAL) ZONE DISTRICTS, CONDITIONALLY APPROVING THE FINAL PUD PLAN, AND APPROVING THE DEVELOPMENT AGREEMENT FOR THE SUBJECT PROPERTY

WHEREAS, pursuant to C.R.S. § 31-23-301, the Town of Lyons possesses the authority to zone, rezone, change, supplement, and revise the zoning classifications or designation of property and to regulate land uses within the Town of Lyons; and

WHEREAS, JM Associates, Inc. ("Applicant") on behalf of Downtown Lyons Development, LLC, a Colorado limited liability company ("Owner") has applied for the rezoning of certain property from the B-Business Zone District to the PUD-C (PUD-Commercial) and the PUD-R (PUD-Residential) Zone Districts, as more specifically shown and set forth in the Final PUD Plan; and

WHEREAS, the property is generally described as 304 2ND Avenue, in the Town of Lyons (the "Subject Property"); and

WHEREAS, the Subject Property consists of 0.686 acres, more or less, and is described in **Exhibit A** attached hereto and incorporated herein by reference; and

WHEREAS, the Applicant has also submitted a Final PUD Plan and Planned Unit Development Agreement (the "Development Agreement") for approval by the Town; and

WHEREAS, the Applicant and Owner are also currently processing the 2ND & Park Subdivision and Planned Unit Development Final Plat (the "Final Plat") for the Subject Property; and

WHEREAS, in accordance with Section 16-4-80(a) of the Lyons Municipal Code, the Final PUD Plan has been reviewed by the PCDC at a public hearing and has been approved, subject to the conditions set forth in **Exhibit B** attached hereto and incorporated herein by reference; and

WHEREAS, as required by law, duly noticed public hearings were held before the Town of Lyons Planning and Community Development Commission, which heard testimony and considered other evidence before making certain findings of fact, concluding that the rezoning application and the Final PUD Plan met and satisfied all of

the applicable criteria set forth in Lyons Municipal Code, and recommending that the Board of Trustees approve both the rezoning application and the Final PUD Plan; and

WHEREAS, also as required by law, the Board of Trustees conducted a duly noticed public hearing, considered the evidence presented, adopted the Planning and Community Development Commission's findings of fact and approved both the application for rezoning to the PUD-C and PUD-R zone districts and the Final PUD Plan, subject to certain conditions recommended by staff and adopted by the Board.

WHEREAS, the administrative record for this case includes, but is not limited to, the Lyons Municipal Code, the Lyons Comprehensive Plan, the Lyons Disaster Recovery Program and all other applicable ordinances, resolutions and regulations together with all Town of Lyons land use application processing policies that relate to the subject matter of the public hearing, the land use application and accompanying maps, reports, studies and all other submittals of the Applicant or Owner, any evidence or correspondence submitted by members of the public at the public hearing, and the staff files and reports of the Town Planner pertaining to the application; and

WHEREAS, pursuant to Article 23 of Title 31, C.R.S., as amended, the Board of Trustees has determined that the proposed rezoning of the Subject Property, subject to any conditions set forth herein, furthers the public health, safety, convenience and general welfare of the community; generally conforms with the Town's Comprehensive Plan, as amended and updated; is compatible with surrounding uses; and otherwise meets the applicable criteria set forth in Chapter 16 of the Lyons Municipal Code; and

WHEREAS, the Town and the Owner have negotiated the terms of the Development Agreement, a copy of which is on file with the Town Clerk's Office, 432 5th Avenue, Lyons, CO 80540, and which Development Agreement has been executed by an authorized signatory of the Owner; and

WHEREAS, the Board of Trustees finds that it is in the best interests of the Town to approve the Development Agreement; and

WHEREAS, approval of this Ordinance on first reading is intended only to confirm that the Board of Trustees desires to comply with state law and the Lyons Municipal Code by setting a public hearing in order to provide the Owner and the public an opportunity to present testimony and evidence regarding the rezoning application and Final PUD Plan. Approval of this Ordinance on first reading does not constitute a representation that the Board of Trustees, or any member of the Town Board, supports, approves, rejects, or denies the proposed rezoning, Final PUD Plan, or the Development Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, BOULDER COUNTY, COLORADO:

Section 1. Recitals Incorporated. The recitals set forth above are hereby incorporated by reference and are adopted as findings and determinations of the Board of Trustees.

Section 2. Rezoning of Property Approved. The Board of Trustees hereby grants and approves rezoning of the Subject Property from the B-Business Zone District to the PUD-C (PUD-Commercial) and PUD-R (PUD-Residential) Zone Districts, subject to and in accordance with the terms and conditions of the Final PUD Plan and the Development Agreement. The Board specifically finding that the rezoning is supported by the Town of Lyons Comprehensive Plan.

Section 3. Amendment of Zoning Map. Following the effective date of this Ordinance, the Town Administrator, Town Planner, and other appropriate staff are authorized and instructed to revise the official zoning map for the Town of Lyons in accordance with Section 16-15-60 of the Municipal Code so that the zoning designation described in this Ordinance is illustrated in graphic form. Failure to amend the official zoning map in accordance with this Ordinance shall not, however, have the effect of limiting, preventing or precluding the effect or effective date of this Ordinance.

Section 4. Final PUD Plan Conditionally Approved. The Final PUD Plan for the Subject Property is hereby conditionally approved, based on a determination that all applicable standards for approval of the Final PUD Plan have been met. Approval of the Final PUD Plan shall be and is subject to the following conditions of approval:

(1) The conditions set forth in Exhibit B, as recommended to the Board of Trustees by the PCDC, which are hereby specifically adopted by the Board of Trustees;

(2) The Applicant and Owner shall resolve and correct any technical issues as directed by Town staff prior to recordation of the Final PUD Plan mylar; and

(3) The Applicant and Owner shall pay any and all remaining fees and costs incurred by the Town and its consultants in review and processing of the rezoning and Final PUD Plan application in full prior to recordation of the Final PUD Plan mylar.

Section 5. The Town shall be authorized to make any changes to the mylar form of the approved Final PUD Plan as may be needed to conform the Final PUD Plan to the form and content requirements of the Lyons Municipal Code in effect at the time the Final PUD Plan is submitted for signature(s) and to make such other changes that are expressly authorized or required pursuant to this Ordinance.

Section 6. Development Agreement Approved. The Board of Trustees hereby approves the Development Agreement between the Town and Downtown Lyons

Development, LLC, a copy of which is on file with the Town Clerk's office, and authorizes the Mayor to execute the Development Agreement on behalf of the Town.

Section 7. Direction to Town Staff. The Board of Trustees hereby directs Town Staff to complete all necessary procedures necessary for the effectiveness of the Development Agreement including: (1) recording a fully executed copy of the Development Agreement in the real property records of Boulder County, Colorado following the effective date of this Ordinance; and (2) filing the Development Agreement of record with the Town Clerk of the Town of Lyons, Colorado.

Section 8. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 9. Effective Date. Except as otherwise expressly provided herein, the provisions of this Ordinance shall become effective thirty (30) days after publication following final passage in accordance with Section 2-2-160 of the Lyons Municipal Code.

INTRODUCED AND PASSED ON FIRST READING THIS 6th DAY OF JUNE, 2016.

INTRODUCED, PASSED, ADOPTED AND ORDERED PUBLISHED THIS 20TH DAY OF JUNE, 2016.

TOWN OF LYONS, COLORADO

_____
Connie Sullivan, Mayor

ATTEST:

_____
Debra K. Anthony, Town Clerk

Exhibit A
Legal Description of Subject Property

ALL THAT PORTION OF LOTS 6 THROUGH 14, INCLUSIVE, BLOCK 10, PUTNAM PLAT OF THE TOWN OF LYONS, WHICH LIES SOUTHERLY OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 10,
PUTNAM PLAT OF THE TOWN OF LYONS;
THENCE EAST 308.90 FEET ALONG THE SOUTH LINE OF SAID BLOCK 10;
THENCE NORTH 41 DEGREES 27 MINUTES 50 SECONDS WEST, A DISTANCE OF 310.08 FEET;
THENCE NORTH 43 DEGREES 17 MINUTES 10 SECONDS WEST, A DISTANCE OF 38.30 FEET;
THENCE NORTH 45 DEGREES 23 MINUTES 50 SECONDS WEST, A DISTANCE OF 37.73 FEET;
THENCE NORTH 48 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 20.17 FEET, TO THE NORTH LINE OF SAID BLOCK 10;
THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 10, A DISTANCE OF 35.25 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 10;
THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 10, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT TRACT OF LAND CONVEYED BY PAUL A. MORRIS AND BARBARA J. MORRIS TO THE STATE DEPARTMENT OF HIGHWAYS IN DEED RECORDED APRIL 11, 1972, ON FILM 767 AS RECEPTION NO. 014209.

COUNTY OF BOULDER, STATE OF COLORADO

Also known as 304 2ND AVENUE, Town of Lyons, Colorado.

Exhibit B

Final PUD Plan – Conditions of Approval (as recommended by PCDC following PCDC's consideration at the November 23, 2015 meeting)

1. An administratively approved change in use on Lot 1 shall be restricted to the permitted listed uses in the C-Commercial district. A change in use on Lot 1 to any of the listed C-Commercial conditional uses shall be subject to additional Conditional Use Review or Use by Special Review by the PCDC and BOT. The addition of a second story to the commercial building on Lot 1 for any use, including residential use, shall be subject to PCDC Development Plan review and approval.
2. Adequate hard surface walkways shall be provided to connect the duplex buildings with the parking to the north.
3. All new exterior site lighting shall be downcast cut-off fixtures.
4. All new exterior electric services shall be underground.
5. The storm water detention pond shall be protected with a drainage easement granted to the Town for that purpose.
6. Allow all permitted C-Commercial district uses.
7. Mixed Use is allowed on Lot 1 with Conditional Use Review or Use by Special Review. Mixed use building (a building with less than 50% of the total gross floor area of the building consisting of residential uses, all of which residential uses are located on upper floors, where combined with a permitted nonresidential use on the ground level).
8. In addition to the uses allowed by conditional review in the C zone district, the following uses allowed by-right in the C zone district shall also be allowed only upon Conditional Use review or Use by Special review in the proposed PUD-C zone district:
    a. Entertainment facility
    b. Marijuana retailing center
    c. Food or beverage establishment which serves alcohol
9. Lots 2-7 shall be restricted to affordable housing through an instrument approved by the Town.
10. Enhanced Grading and landscaping shall be provided for Lots 2-7 to minimize visual impacts.
11. Building Permits for Lots 2 through 7 shall only be issued to Habitat for Humanity. *Footing and Foundation permits may be issued to the property owner.*
12. Building Permits for Lots 2 through 7 shall only be issued if the approved affordability deed restriction and parking easement has been recorded and the approved project infrastructure is *substantially complete.*
13. Rezoning for Lots 2 through 7 shall only take effect upon issuance of a building permit pursuant to conditions number 11 and 12 noted above.

ATTACHMENT B to Agenda Cover Sheet

PROPOSED
2nd & Park Subdivision and PUD
304 2nd Avenue, Lyons CO

Project Summary and Written Statement

1. Background

The Property located at 304 2nd Avenue is currently zoned B (Business) and was originally developed and occupied by Valley Bank. It was recently purchased by Downtown Lyons Development LLC (Craig Ferguson) and currently provides principal offices for two Lyons based businesses, Colorado Advanced Restoration Experts LLC and Redrock Construction LLC. The property comprises: a 29,890 sf (0.686 acre) triangular shaped lot; a single one story 2500 sf building with an attached and covered 3 bay drive-up customer service area; paved parking with 30 spaces; landscaping including 11 mature trees; two curb cuts on the 2nd Avenue frontage and one curb cut on Park Street which provide access to the drive-up lanes and parking lot; sidewalks in the right-of-way along the 2nd Avenue and Park Street frontages; sidewalks internal to the Site for pedestrian circulation; and, access to irrigation water as a shareholder in the Lyons Ditch which parallels the 2nd Avenue property line. The southern portion of the existing parking lot is in the 100 year flood plain. The Site is currently served by Town of Lyons water, sewer and electric service as well as natural gas and cable utilities. The southern curb of the existing parking lot currently extends approximately 10' into the Park Street ROW. This encroachment will be eliminated as part of the proposed development.

2. Proposed Use and Development

a. The Project proposes subdivision of the existing single lot into 7 smaller lots as follows: Lot 1 (approx 20,283 sf) would encompass the existing building and the northern portion of the Property with a narrow extension along the diagonal lot line to include the southeast triangular corner of the Property; and, Lots 2 through 7 would encompass the remaining southern 51' of the existing Property.

b. Lot 1 would be rezoned from B (Business) to PUD-C (PUD Commercial). The PUD-C district would incorporate the uses allowed in the C (Commercial) zone district with the following modifications: "Mixed-use building (a building with less than fifty percent (50%) of the total gross floor area of the building consisting of residential uses, all of which residential uses are located on upper floors, where combined with a permitted nonresidential use on the ground level)" would be included as an allowed use. Any conditional uses permitted in the C (Commercial) zone district would require a Special Use Review prior to allowance in the PUD-C zone district. At a minimum, the PUD-C would allow for: future addition of a second floor to the existing building which could include office space or optionally, up to 4 additional dwelling units; and, reduction of the required setback between the existing (or future expanded) building and: the adjacent existing R2-A zone district to the west; the proposed PUD-R zone district to the south; and, existing R-2 zone district across Highway 36. Addition of a second story to the existing building would require development review approval by the Town of Lyons Planning and Community Development Commission.

c. Lots 2 through 7 would be rezoned from B (Business) to PUD-R (PUD Residential). These lots would be developed by Habitat for Humanity as permanently affordable single family homes targeted to serve Lyons residents who were displaced by the 2013 Flood. At a minimum the PUD-R would allow: 6 homes to be grouped in pairs, each pair having an interior zero lot line; reduced corner side yard setback on Lot 2 (2nd Avenue); reduced front yard setbacks on Lots 2 through 7 (Park Street); reduced minimum average lot size (approximately 1,601 sf) for Lots 2 through 7 (as allowed for affordable housing under Section 16-4-200 of the Town of Lyons Municipal Code). Each home would have a covered entry facing Park Street with fenced private space located in the rear and non-zero side yards.

d. Lot 1 will have exclusive use of 14 dedicated off street parking spaces: 7 spaces north of the building (in the area where the drive-up bays and cover will be demolished); 6 spaces southeast of the building; and, 1 HC space southwest of the building. Lots 2 through 7 will have exclusive use of 12 off street parking spaces located on the south side Lot 1 and accessed from 2nd Avenue via an east/west driveway shared with Lot 1. In addition, all the Lots will participate in a shared parking easement on 3 visitor parking spaces with the minimum conditions that Lot 1 will maintain the residential parking spaces and will have use of visitor spaces during daily business hours Monday through Friday. This parking arrangement provides the following significant advantages: continuation of Park Street frontage character without front driveways and garage doors; efficient use of paving through shared use of parking between uses with differing duty cycles; preservation of existing Park Street ROW landscaping and improvements; and, maximizing Park Street on-street parking.

e. A new public sewer main is proposed to extend east from the existing main in 2nd Avenue in the new driveway south of the existing building on Lot 1 and will include new service connections for the residences and interception of the existing sewer service to the commercial building. A new water service from the main in 2nd avenue will be installed to serve the existing building on Lot 1. The existing water service to the existing building on Lot 1 will be intercepted and re-routed to serve the proposed residence on Lot 2. New water services for Lots 3 through 7 will be installed from the existing main in Park Street. To minimize work disturbance to Park Street, these 5 new services will be combined in 2 street cuts in Park Street (2 service lines in one, 3 in the other). A new gas main extends east from the existing main in 2nd Avenue to serve the new residences. The existing gas service to the commercial building is adequate. Proposed new underground electrical service extends from an existing overhead pole at the southeast corner of the site to a new ground mount transformer which feeds the 6 residences from the rear of the lots. The existing electrical service to the commercial building is adequate. Communications utilities already serve the Site and will be distributed in coordination with the providers to the rear of the residential lots.

f. The proposed improvements will require the removal of (4) mature trees from the site or adjacent ROW. At a minimum, new landscape improvements will include the new planting of: (4) trees in the Park Street ROW; (2) trees in the 2nd Street ROW; and, (3) trees elsewhere on the interior of Lot 1.

g. Portions of proposed Lots 3, 4, 5, 6 and 7 lie within the 100 year flood plain as defined by FEMA. The first floor of these residences will be elevated a minimum of 2' above the local base flood elevation (BFE). The proposed residences have no basements. A flood plain development permit will be required for development and construction on this area of the Site.

h. Construction of the Project will commence immediately upon final approval of this Subdivision and PUD and development infrastructure design drawings by the Town of Lyons. We anticipate completion of proposed ground and utility work on the Site no later than 4 months following such final approvals. Subject to availability and demand of qualified buyers, construction of proposed residences on Lots 2 through 7 will commence at that time. Completion of demolition and remodel of improvements on Lot 1 is subject to "Alternate Phasing" noted on Drawing 01/ A01.

3. Written Statement

a. Need for the Proposed PUD:
The PUD-R is required in order to accomplish the development of affordable residences as an extension of an existing residential neighborhood proximate to downtown Lyons. The PUD allows an increase in density (i.e. decrease in minimum lot size) which is not available in the standard residential zone districts.

The PUD-C allows mixed commercial/residential use and variance in required setbacks to allow greater flexibility in future beneficial redevelopment of the Site. These are not allowed in the existing B zone district.

b. Impacts on adjacent properties:
The Project is bounded by existing full width R.O.W. on its entire perimeter which limits any negative impacts to neighboring properties.

The Project provides required off-street parking leaving existing on-street parking available as overflow.

The Park Street frontage reflects and reinforces the scale and character of the adjacent residential neighborhood.

c. Impact on area accesses and traffic patterns:
No new curb cut accesses area proposed and one existing curb cut on Park Street is being abandoned.

Park Street and 2nd Avenue are lightly traveled and in good condition. The additional daily trips attributable to (6) residences should be accommodated without negative impact.

d. Availability of utilities:
See Item 2.e. above

e. Impacts on public facilities and services:
The Project includes (2) designated fire lanes (See Dwg 01-A01) on the north side of Park Street to accommodate emergency vehicle access to the (6) new residences and adjacent properties.

f. Fiscal Impacts:

The PUD-R will result in the following positive fiscal impacts on the Town of Lyons:

i. 6 residential properties will be added as paying consumers of Town of Lyons municipal electric, water and sewer services
ii. Potential increase in the property tax base
iii. Expansion in consumers of Lyons based retail and services

The PUD-C will result in the following positive fiscal impacts on the Town of Lyons:

i. Availability of a "mixed use" zoning will provide for expansion of additional in-fill housing proximate to downtown with similar benefits to those listed above.
ii. Potential increase in the property tax base

g. Environmental impact:

The proposed improvements will require the removal of (4) mature trees from the site or adjacent ROW. At a minimum, new landscape improvements will include the new planting of: (4) trees in the Park Street ROW; (2) trees in the 2nd Street ROW; and, (3) trees elsewhere on the interior of Lot 1.

The Project will result in cleanup and re-establishment of flow in the Lyons Ditch in the 2nd Street R.O.W.

h. Relationship to Comprehensive Plan:

The Project aligns with and supports the following strategies and goals of the Town of Lyons Comprehensive Plan:

Land Use and Growth Strategy 1.1.3: Ensure that new development is compatible with the neighborhood in which it is located by evaluating projects with respect to magnitude, scale and diversity of product type so that no single project or combination of projects overtakes the character of the community. Also consider buffers and transitions between land uses; street and trail connections and building height, location and appearance.

Land Use and Growth Strategy 1.3.2: Review and update annexation, zoning and subdivision regulations and fees to streamline the process and facilitate high quality residential and business development and support infill and redevelopment strategies that are consistent with the goals of this plan.

Housing Objective 1.1: Promote safe, stable, diverse neighborhoods throughout Lyons that provide a range of housing options and link residents to destinations to learn, work, shop and recreate.

Housing Strategy 1.1.2: Encourage denser housing (more homes per acre) near the center of Town to promote walking, help strengthen downtown and provide more housing options.

Housing Objective 1.2: Increase opportunities for affordable housing.

Housing Strategy 1.2.1: Investigate ways to make construction more affordable for owner builders.

Housing Strategy 1.2.2: Work with nonprofit partners such as Boulder County Housing and Human Services, Colorado Division of Housing, Habitat for Humanity, interested landowners and developers to explore opportunities to integrate affordable housing units into proposed development and redevelopment projects, including commercial and market-rate housing projects.

i. Public Benefits:

The addition of 6 units of privately developed affordable housing in Lyons.

The southern curb of the existing parking lot currently extends approximately 10' into the Park Street ROW. This encroachment will be eliminated as part of the proposed development.

See also Item f. (Fiscal Impacts) above.

j. Project Name:

"2nd and Park PUD and Subdivision"

k. Legal Description of land within the PUD Districts:

See LEGAL DESCRIPTIONS on Drawing Sheet A00 of this submittal

l. Total acreage of the Project:
See PROJECT STATISTICS table on Drawing Sheet A00 of this submittal

m. Preservation of functional open space:
The Project proposes shared access to parking provided at the rear of the residences on Lots 2-7 which maximizes usable open space on the Park Street face of the homes. The rear yards of the residences are also free of parking pads and driveways. A public utility easement overlays the southeastern corner of Lot 1 which comprises the turf lined drainage channel and water quality pond.

n. Architectural Intent:
See conceptual renderings (attached) of the residences proposed for Lots 2-7. The near term size and exterior character of the existing building on Lot 1 will remain as-is excepting the eventual demolition of the existing drivethrough service area.

o. Intended use of buildings and sizes:
See PROJECT STATISTICS table on drawing Sheet A00 of this submittal

p. PUD connection to surrounding properties and uses:
The Project utilizes existing and replaced pedestrian sidewalks in the abutting R.O.W. of Park Street and 2nd Avenue for connection to the existing neighborhood.

ATTACHMENT C

May 11, 2016

2nd and Park PUD

Review Comments on Concept Plan

Prepared by: Jim Blankenship, P.E.
Town Engineer

Reference is made to 2nd and Park Subdivision and PUD, 304 2nd Avenue, Lyons, Colorado, prepared by JM Associates, Boulder, Colorado, dated 4/25/2016.

Town Engineering has completed an initial review of the documents submitted. This review has resulted in questions and comments that will require amendments and changes to the documents. The information as amended may result in additional comments on subsequent submittals.

Reviewed items:

1. 2nd and Park Subdivision and PUD, Final Development Plan, prepared by JM Associates, dated 4/25/2016
2. Proposed 2nd and Park Subdivision and PUD, 304 2nd Avenue, Lyons, CO, Project Summary and Written Statement, dated 4/25/2016
3. Utility layout, Sewer Main, Grading Plan and General Details, 2nd and Park Subdivision PUD, prepared by Cornerstone Engineering, Inc, dated 1/14/2016
4. Final Plat, 2nd and Park Subdivision and Planned Unit Development, prepared by PLS Group, dated 12/17/2015
5. Alley Vacation Legal Description
6. Design Report for 2nd and Park Subdivision and PUD, 304 2nd Avenue, Lyons, CO, prepared by Cornerstone Engineering Inc, dated January 13, 2016
7. Drainage Report for 2nd and Park Subdivision and PUD, 304 2nd Avenue, Lyons, CO, prepared by Cornerstone Engineering, Inc, dated January 13, 2016

<u>PUD and Development Plan</u>

Cover Sheet

Amend paragraph "Flood". Add a sentence that states "The flood plain permit review and approval process may result in amendments or changes to the information depicted in these plans".

Fire and Emergency Service Access

Add statements to this paragraph regarding fire department access and coordination including the designated fire lane on Park Street and the amendments to the site access from 2nd Avenue. Note if the fire department is requiring use of the access drive between the remaining building and homes or north of the remaining building.

Lyons Ditch

Add to the paragraph regarding the Lyons Ditch. Include the following statement: "The Lyons Ditch has historically overtopped and flooded the parking lot of the Valley Bank site, where the proposed homes will be located. This project will address that overflow to protect the homes and other private property from damage resulting this common occurrence".

2nd Avenue

Of note is that the Town is currently designing the replacement of the 2nd Avenue Bridge including improvements to streets, walks and storm drains at 2nd and Park next to this site. These improvements are not expected to impact this site in any manner, however construction may need to be coordinated between the two projects.

Sheet A01

Concern over phasing of the north parking lot. This parking lot is shown as draining to pond mitigation facilities in the southeast corner of the project. If this is phased in this manner, then the drainage plan as presented is not adhered to and the site continues to drain runoff to the street in an un-mitigated manner, inconsistent with the goals of improvements made with re-development. See comment under Grading Plan below as well regarding this area and drainage connection to the pond. Additionally, how is the three year period for re-construction guaranteed? Will the applicant provide a bond or letter of credit to confirm this work will be done? This phasing places some un-necessary burdens on Town Staff such as management of the PUD when there are no other triggers than the 3-year period and then enforcement of this clause when/if the time comes to do so. If there is no means to guarantee this work, it places Town in an awkward position of having to enforce this clause on this applicant or potentially another project owner down the road.

Concern over apparent 0' setback from end of parking lot to property line. Drainage conveyance must be on-site and plan will need to be amended, if this 0' setback is permitted.

In note 34, remove the word "Potential". There is on street parking available except at the proposed fire lane segment as noted.

Is there parking on 2nd Avenue? If so, indicate on the plan similar to as shown on Park and if not, note as such and see comment on signs below, no parking signs may be necessary.

Add a note on this plan that all public improvements shall be in accordance with the Town of Lyons Manual for the Design and Construction of Public Improvements and the Town of Lyons Municipal Code. This affect those items listed in the key notes such as 9, 10 and portions of the private improvements that are located in the public right of way and/or affect public infrastructure.

Indicate locations of signage that is proposed or will remain including no parking for fire lane, street signs and stop signs and others that may be necessary to support the design plan, access points and parking areas.

Curb heads at north end of islands in parking behind new homes may need to be pulled south a couple of feet to accommodate the sewer main and easement. This will be reviewed in detail during the review of public improvement plans.

Final elevations of buildings are subject to review through the flood plain development permit process, which requires substantially more information than provided on the PUD. Suggest removing note

regarding the elevation listed and/or if keeping the note, add the above statement and list the elevations as conceptual.

Final Plat

A full and complete subdivision submittal in accordance with the Lyons Municipal Code will be required. Dedication of easements for public infrastructure is expected. Plat map must meet statutory requirements. Provide closure calculations on the boundary of the property.

Provide easements along the front and side yards for gas, electric, phone, cable TV, or other dry utility providers. Provide these easements along front, side and other lot lines as needed for provisions for service and future relocations of existing facilities or future underground of existing electric. Should electric be underground in the future, pad mounted transformers would be needed and will require space in on-site easements.

Update names on parcels of surround lots as these ownerships have changed.

Conform all borders meet Boulder County recording requirements and that any proposed shading can be accepted on a recorded plat at the county and will be visible with reproduction. Make changes as needed to confirm this.

A subdivision improvement agreement will be required to be filed with the plat. This will include the agreement and attachments necessary to complete this process with the Board of Trustees. An opinion of costs signed and stamped by the project engineer is required to support a letter of credit or other security for the construction and acceptance of public improvements.

Utility Layout, Sewer Main Design, Grading Plan, General Details

Utility Plan

Water services must run perpendicular from the main to the right of way and may not cross another lot. Amendments are needed for the services for Lots 3, 6 and 7.

Define "Pencel" as noted on the electric feed to the lots. Electric service from Pole to site must be within easement on site. Updated and make sure there is an easement to support this install.

Sewer service for Lot 6 will need to come from outside the manhole, downstream. Typically the Town does not allow connections of services to the manholes, however for Lot 7, it appears this will be the best option in this case only due to depths of the systems. Make sure there is clearance from the lot 6/7 corner to this service for Lot 7 for future maintenance of the line (open cut repair) without having to cross the property corner into Lot 6 and private property.

Provide a dimension line from the center of the 8" pipe to the gutter pan of the islands south of the main.

Proposed service for the existing building is shown as ¾". There is mention of adding a second story in the PUD elsewhere. Is the ¾" sufficient? Could not find any calculations on this in the plans or reports. The plan shows the curb stop for the water service located in the middle of the Lyons Ditch and this is not acceptable. The routing of this line crosses the historically problematic Lyons Ditch alignment and consideration must be made of the underground transmission of groundwater from this ditch into the new trench leading to the building and mitigation of this potential issues. It may be better to place the proposed meter and curb stop between the curb and the sidewalk to minimize issues with reading the

meter on the other side of the ditch. Note the callout for the meter does not point to what appears to be the meter pit location symbol.

Is there a need for fire sprinkler systems? If so, this could be paired with the water service routing. Could not find a discussion in this regard in the submittal.

There is some sort of circular symbol shown on service lines for lots 6 and 7 and other locations on the plans, but not called out in the legend. Make sure that all items shown on this plan for utility related work are identified in the legend. Also, remove any items not related to utility plans or things typically shown on the utility plans, such as drainage flow arrows and other non-pertinent data. *This comment about symbols and the legend is typical for all sheets but not repeated.*

The Town acceptance stamp will be provided separately and replaces the stamp saying "approved" in the top right of this sheet. *This comment applies to all sheets in this set and is not repeated.*

Sewer Main Design

See comments about service lines for Lot 6 and 7 above and update accordingly. Update profile too.

The proposed terminal manhole is very shallow and does not appear the standard manhole detail will work for this location. Provide the detail for this terminal manhole that will work for the shallow manhole.

Cannot read the note in the profile, looks like it lists a minimum cover of 4', but the terminal manhole is only 3.4' deep, which would not allow this minimum to be in effect.

The existing main in 2nd Avenue is 10".

Callouts for service line lengths cover up the services themselves, please correct this.

Not seeing the existing service for the existing building that is called out to be re-connected, please include.

On plan notes, include that patch limits are approximate as shown, subject to final excavation depths and disturbance in the streets.

Grading Plan

Grading for site drainage shall remain on site. Revise swale along northeast side to reflect this. Parking appears to extend to property line, which means that drainage will be directed into the parking lot and/or storm drain added, provided the parking extending to the property line is acceptable.

Final building elevations and grading in flood plain subject to flood plain permit review process.

Steps to buildings are in the public right of way and will require a license. This license may require the removal of such steps in the future if the road expands of the right of way is needed for other public purposes. All steps within the right of way must meet code requirements and include handrail and will be private improvements.

Detail review of grading and drainage report will be completed with the flood plain development permit.

Drainage Report

A detailed review of the grading and drainage report will be completed with the flood plain development permit. Amendments to the plans as presented at this time may be necessary through this process, however they should not have an impact on the concept of the PUD as presented.

Existing site does not have an approved drainage study for the improvements as they exist. While comparing proposed runoff to existing runoff, it's important to note this fact and to compare the runoff to bare historic ground. Downstream drainage facilities are limited and were not installed to address developed properties. The applicant must include the historic runoff calculations from bare ground and make comparison to those for this site and conclude that the additional runoff will not impact downstream properties as it discharges from this site and into the available drainage systems. Note that the outfall to the St Vrain Creek is adjacent to this site and the Town is currently installing storm systems to capture upstream runoff from the adjacent Town property and upstream tributary 2nd Avenue Basin.

Design Report

Not reviewed at this time due to time constraints of scheduled hearing. Comments, if any, will be issued separately.

There are no plan markups offered. This letter is the extent of the review at this time.

-END OF MEMORANDUM-

PLAN NOTES

1. FLOOR ELEVATIONS OF RESIDENCES ON LOTS 2 THROUGH 7 ARE BASED ON 3'-0 ABOVE BASE FLOOD ELEVATION

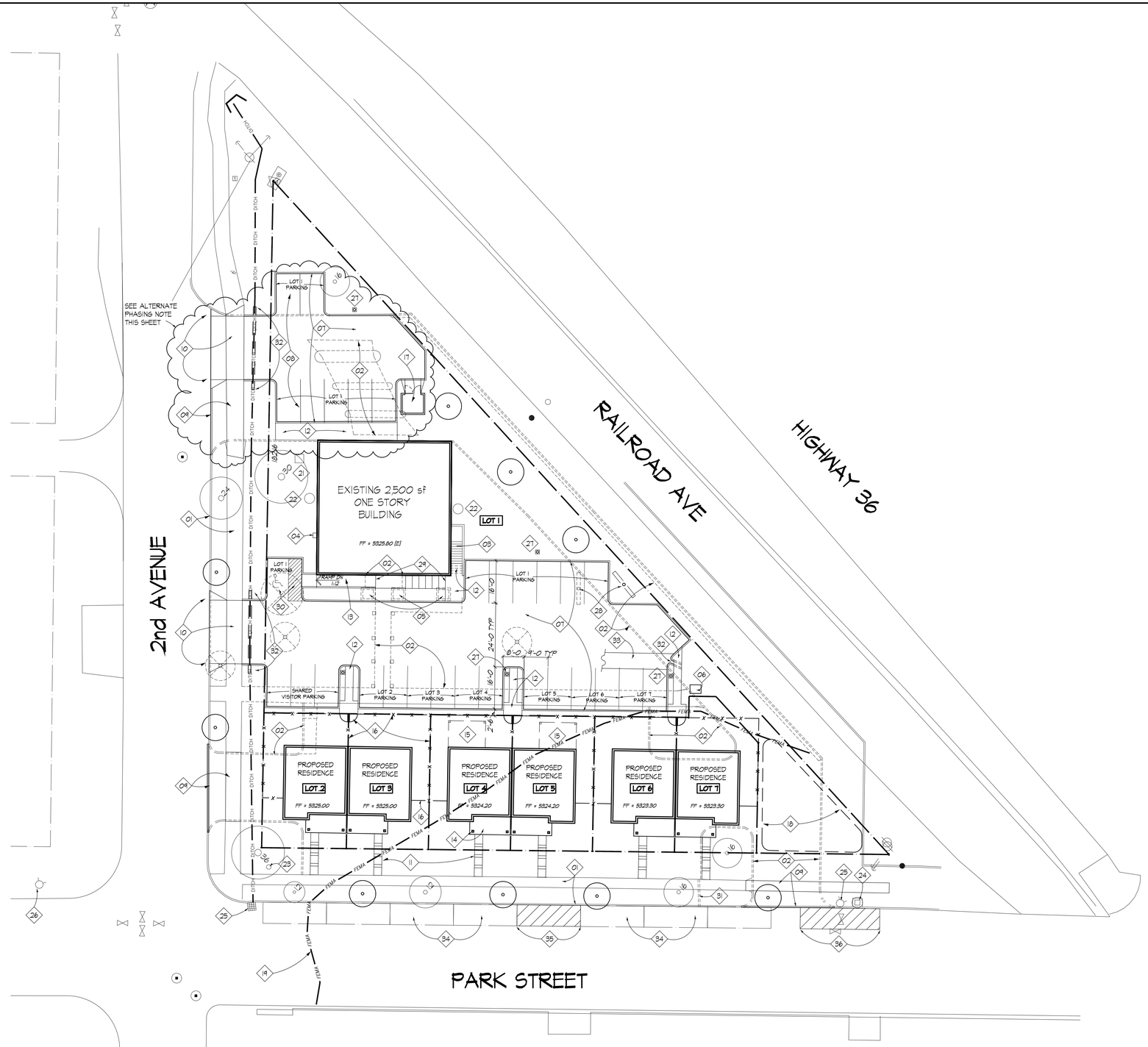
KEY NOTES

01 EXISTING IMPROVEMENTS TO REMAIN - TYP
02 EXISTING IMPROVEMENTS TO BE REMOVED
03 EXISTING EXTERIOR STAIR TO BASEMENT
04 EXISTING GAS METER
05 EXISTING PLANTERS TO BE REMOVED
06 PROPOSED NEW TRANSFORMER LOCATION
07 PAVED PARKING WITH 6" CONC CURB AND PAN - TYP
08 TYPICAL PARKING SPACE IS 9'-0W x 16'-0L W/ 2'-0 CURB OVERHANG AND DRIVE AISLES ARE 24'-0W - TYP.
09 CONC CURB AND SIDEWALK TO MATCH EXISTING WHERE EXISTING CURBCUT IS REMOVED
10 24'-0W FLARED CONCRETE PAN AND ATTACHED SIDEWALK.
11 CONCRETE SIDEWALK AND STEPS - TYP
12 7'-0W CONCRETE SIDEWALK. REMODEL (E) STEPS TO BASEMENT AS NECESSARY TO MATCH NEW SIDEWALK ELEVATION.
13 4'-6W CONCRETE HC RAMP W/ 6"W x 6"H CONC CURB AND HANDRAILS BOTH SIDES
14 COVERED ENTRY PORCH WITH COLUMNS - TYP
15 OUTLINE OF OPTIONAL 4th BEDROOM EXTENSION ON SECOND FLOOR AVAILABLE ON LOTS 4 & 5 ONLY.
16 6'H PRIVACY FENCING AND GATE - TYP
17 9'-0W x 8'-0D x 6'-0H TRASH ENCLOSURE WITH CONC PAD AND CURB RAMP
18 TURF LINED SEDIMENTATION POND (WATER QUALITY ONLY)
19 100 YR FLOOD PLAIN BOUNDARY
20 NEW STACKED SANDSTONE PLANTER TO MATCH EXISTING
21 EXISTING TRANSFORMER
22 EXISTING A/C CONDENSING UNIT
23 EXISTING WATER METER
24 EXISTING STORM SEWER MANHOLE
25 EXISTING GRATE INLET
26 EXISTING FIRE HYDRANT
27 POLE MOUNTED CUTOFF LIGHT FIXTURE (12'-0H)
28 RELOCATE EXISTING POLE MOUNT ILLUMINATED SIGN TO THIS LOCATION
29 5'-0W CONCRETE SIDEWALK WITH (7) 6" RISERS @ 2'-6" OC
30 8'-0x16'-0 ACCESSIBLE PARKING SPACE W/ 5'-0W ACCESS AISLE
31 REMOVE EXISTING SIDEWALK CHASE AND PATCH EXISTING WALK
32 SIDEWALK CHASE
33 CONC DRAIN PAN - SEE GRADING AND DRAINAGE PLAN
34 POTENTIAL ON STREET PARALLEL PARKING SPACE WITH MIN 8'W x 24'L SPACES SHOWN - NO STRIPING PROPOSED
35 8'W x 25'L DESIGNATED FIRE LANE WITH RED CURB PAINT, HATCHED NO PARKING AREA AND "NO PARKING" SIGNAGE. CENTER FIRE LANE ON LOT 5 FRONTAGE
36 8'W x 30'L DESIGNATED FIRE LANE WITH RED CURB PAINT, HATCHED NO PARKING AREA AND "NO PARKING" SIGNAGE. CENTER FIRE LANE ON (E) FIRE HYDRANT.

NEW TREE
EXISTING TREE TO REMAIN W/ CALIPER
EXISTING TREE TO BE REMOVED

ALTERNATE PHASING

AT THE OPTION OF LOT 1 OWNER, THE PROPOSED DEMOLITION AND IMPROVEMENTS SHOWN WITHIN THE CLOUDED AREA MAY BE DEFERRED UNTIL THE ADDITION OF A SECOND FLOOR TO THE EXISTING BUILDING, SUCH DEFERRAL NOT TO EXCEED 3 YEARS FROM THE APPROVAL DATE OF THIS DEVELOPMENT PLAN.



01 SITE DEVELOPMENT PLAN
A01 1" = 40.0'
0 10' 20' 30' 40'
TRUE NORTH

JM Associates, Inc.
Architecture / Planning
PO Box 18390
Boulder, Colorado 80308
(303) 449-1887

2nd & Park Subdivision and PUD
304 2nd Avenue
Lyons, Colorado

A01

04/25/16	FINAL PUD PLAN
-	-
-	-

2nd & Park Subdivision and PUD

304 2nd Avenue

Lyons, Colorado

FINAL PUD DEVELOPMENT PLAN

PROJECT AREA
0.686 Acres (Property), 2.340 Acres (estimated area of existing B district to be rezoned to PUD-C and PUD-R)

PROJECT CONTACT INFO

Owner:	Lyons Downtown Properties LLC	[Craig Ferguson] PO Box 769	Lyons, CO 80540	(303) 823-9633
Planner:	JM Associates Inc.	[Jerry Moore] PO Box 18390	Boulder, CO 80308	(303) 449-1887
Surveyor:	PLS Group	[Bryan Short] 6843 N. Franklin Ave	Longmont, CO 80538	(970) 669-2100
Civil:	Cornerstone Engineering	[Mike Todd] 1692 Big Thompson Ave	Estes Park, CO 80517	(970) 586-2458

PROJECT INTENT
The Property located at 304 2nd Avenue is currently zoned B (Business) and was originally developed and occupied by Valley Bank. It was recently purchased by Downtown Lyons Development LLC (Craig Ferguson) and currently provides principal offices for two Lyons based businesses, Colorado Advanced Restoration Experts LLC and Redrock Construction LLC. The property comprises: a 29,890 sf (0.686 acre) triangular shaped lot; a single one story 2500 sf building with an attached and covered 3 bay drive-up customer service area; paved parking with 30 spaces; landscaping including 11 mature trees; two curb cuts on the 2nd Avenue frontage and one curb cut on Park Street which provide access to the drive-up lanes and parking lot; sidewalks in the right-of-way along the 2nd Avenue and Park Street frontages; sidewalks internal to the Site for pedestrian circulation; and, access to irrigation water as a shareholder in the Lyons Ditch which parallels the 2nd Avenue property line. The southern portion of the existing parking lot is in the 100 year flood plain. The Site is currently served by Town of Lyons water, sewer and electric service as well as natural gas and communication utilities. The southern curb of the existing parking lot currently extends approximately 10' into the Park Street R.O.W. This encroachment will be eliminated as part of the proposed development.

SUBDIVISION
The Project proposes subdivision of the existing single lot into 7 smaller lots as follows: Lot 1 would encompass the existing building and the northern portion with a narrow extension along the diagonal lot line to include the southeast triangular corner of the Property; and, Lots 2 through 7 would encompass the remaining southern 51' of the existing Property.

PUD (with rezoning)
Lot 1 would be rezoned from B (Business) to PUD-C (PUD Commercial). The PUD-C zone district would comprise the area legally described as the PUD DISTRICT elsewhere on this sheet excepting the PUD-R zone district described in the following paragraph. The PUD-C district would incorporate the uses allowed in the C (Commercial) zone district with the following modification: "Mixed-use building (a building with less than fifty percent (50%) of the total gross floor area of the building consisting of residential uses, all of which residential uses are located on upper floors, where combined with a permitted nonresidential use on the ground level)", "Entertainment facility", "Marijuana retailing center", and "Food or beverage establishment which serves alcohol" would be included as Conditional Uses or Uses by Special Review. The current use on Lot 1 is "Professional Office". An administratively approved change in use on Lot 1 shall be restricted to the permitted listed uses in the C (Commercial) district. A change in use on Lot 1 to any of the listed C (Commercial) Conditional uses shall be subject to additional Conditional Use Review or Use by Special Review by the PCDC and BOT. At a minimum, the PUD-C would allow for: future addition of a second floor to the existing building; and, reduction of the required setbacks between the existing (or future expanded) building and the adjacent existing R2-A zone district and proposed PUD-R zone district (see PROJECT STATISTICS below). Addition of a second story to the existing building on Lot 1 for any use, including residential use, shall be subject to PCDC Development Plan review and approval.

Lots 2 through 7 would be rezoned from B (Business) to PUD-R (PUD Residential). The PUD-R zone district would additionally comprise the combined frontage of Lots 2 through 7 on 2nd Avenue and Park Streets as extended to the intersecting centerlines of these rights of way. Lots 2-7 would be developed by Habitat for Humanity as permanently affordable single family homes targeted to serve Lyons residents who were displaced by the 2013 Flood. At a minimum the PUD-R zone district would allow: 6 homes to be grouped in pairs, each pair having an interior zero lot line; reduced corner side yard setback on Lot 2 (2nd Avenue); reduced front yard setbacks on Lots 2 through 7 (Park Street); reduced interior rear yard setbacks; and, reduced minimum average lot size for Lots 2 through 7 as allowed for affordable housing under Section 16-4-200 of the Town of Lyons Municipal Code. See PROJECT STATISTICS below for a tabular summary of bulk and density requirements for the Project. Each home would have a covered entry facing Park Street with fenced private space located in the rear and non-zero side yards.

Rezoning for Lots 2 through 7 shall only take effect upon issuance of a building permit to "Habitat for Humanity" and such permits shall only be issued if an approved affordability deed restriction and parking easement has been recorded and the approved project infrastructure is in place.

PARKING
Lot 1 will include 14 dedicated off street parking spaces: 7 spaces accessed from a curb cut and drive aisle north of the existing building extending from 2nd Avenue; and 7 spaces (including 1 van accessible space) accessed from a curb cut and drive aisle south of the existing building extending from 2nd Avenue.

Each of Lots 2 through 7 will have 2 exclusively assigned spaces on Lot 1 dedicated by a private parking easement and accessed via a private driveway and sidewalk easement (see EASEMENTS below).

Lots 1 and 2 through 7 will share the use of 3 designated visitor parking spaces located in the southwest corner of Lot 1 via a shared parking easement (see EASEMENTS below).

All standard offstreet parking spaces are 9-0' wide x 16'-0 long (curb-to-curb). Accessible parking space is 8'-0 wide x 16'-0 long with adjacent 5'-0 wide x 16'-0 long access aisle. All parking spaces include a 2'-0 min front curb overhang allowance and are served by 24'-0 wide drive aisles. All parking and drive aisles are hard paved. Lot 1 is responsible for maintenance of all off-street parking and driveways.

LANDSCAPE
The proposed improvements will require the removal of (4) mature trees from the site or adjacent ROW. At a minimum, new landscape improvements will include the new planting of: (4) trees in the Park Street ROW; (2) trees in the 2nd Street ROW; and, (3) trees elsewhere on the interior of Lot 1. On all lots, areas of disturbed soil will be replaced with irrigated turf unless otherwise noted on Drawing 01/A01. Where existing curb cuts are removed or remodeled, new curb & gutter, public sidewalks, backfill, turf landscaping and irrigation will be installed. Privacy fencing enclosing residential yards will be 6' high cedar picket fencing. Maintenance of existing or installation of new landscaping in the R.O.W. of Park Street and 2nd Avenue will be the responsibility of abutting property owners and sleeves will be installed beneath new sidewalks to accommodate extension of irrigation to these areas. Any additional landscaping proposed on Lots 2 through 7 will be included in building permit submittals associated with construction of residences on these properties.

FLOOD
Portions of proposed Lots 2, 3, 4, 5, 6 and 7 lie within the 100 year flood plain as defined by FEMA. The first floor of these residences will be elevated a minimum of 2' above the local base flood elevation (BFE). The proposed residences have no basements. All development in the flood plain must be in accordance with the Lyons Municipal Code, including minimum flood protection elevations for new construction which are noted on Drawing 01/A01. A flood plain permit will be required for development and construction on this Site.

PROJECT STATISTICS

	Proposed	Ftprint	Bldg		2nd	Park		Railroad	Side	Rear	Min req	Prov		
	sf	sf	sf	ft	ft	Bldg	Cclumns	ft	ft	ft				
PUD-C														
Lot 1	20,283	3,000	6,000	35	16	N/A	N/A	10	30	N/A	12.00	14.00	4	6
Shared parking												1.50		
PUD-C Subtot	***20,283***	***3,000***	***6,000***			9					***12.00***	***15.50***		
PUD-R														
Lot 2	1,632	800	1,400	30	7	10	6	N/A	0	11	2.25	2.00	1	3
Lot 3	1,581	800	1,400	30	N/A	10	6	N/A	6 / 0	11	2.25	2.00	1	3
Lot 4	1,581	950	1,550	30	N/A	10	6	N/A	6 / 0	1	2.25	2.00	1	4
Lot 5	1,581	950	1,550	30	N/A	10	6	N/A	6 / 0	1	2.25	2.00	1	4
Lot 6	1,581	800	1,400	30	N/A	10	6	N/A	6 / 0	11	2.25	2.00	1	3
Lot 7	1,651	800	1,400	30	N/A	10	6	N/A	6 / 0	6 / 11	2.25	2.00	1	3
Shared Parking												1.50		
PUD-R Subtot	***9,607***	***5,100***	***8,700***								***13.50***	***13.50***	***10***	***26***
Ave Lot size	*1,601*													
PROJECT Tot	***29,890***	***8,100***	***14,700***								***25.50***	***29.00***	***10***	***26***

UTILITIES
See Sheet C1

GRADING AND DRAINAGE
See Sheet C2

FIRE AND EMERGENCY SERVICE ACCESS
The Property is currently served by two fire hydrants: one located on Park Street near the southeast corner of the Property and the other located on the northwest corner at the intersection of Park Street and 2nd Avenue. Additionally the property is bounded on three sides by public R.O.W. (Park Street, 2nd Avenue, Railroad Avenue).

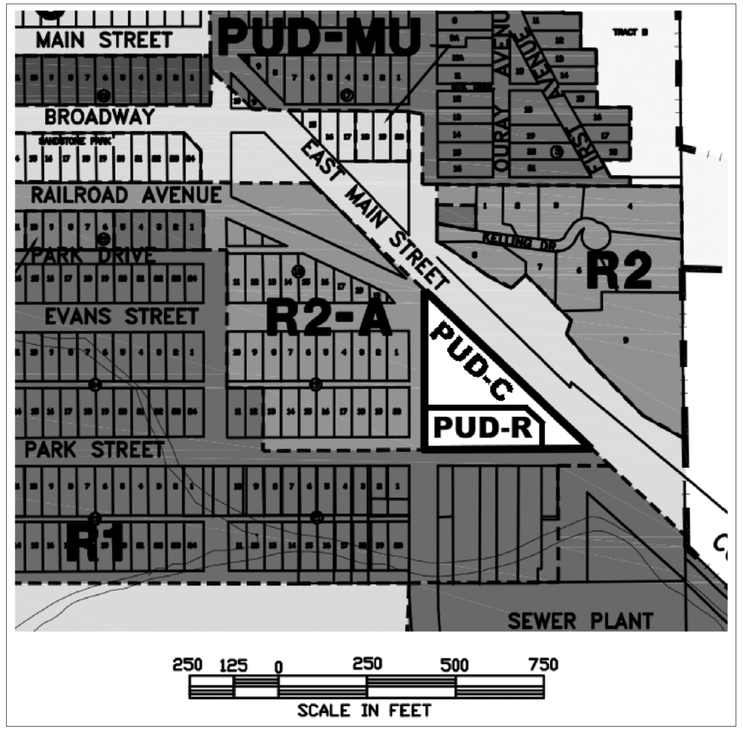
EASEMENTS
Lot 1 shall be encumbered by the Following easements (see also FinalPlat - Sheet P1):

A Public Utility Easement containing the proposed sanitary sewer main and services, gas main, electric and gas utility main, communications services, sedimentation pond and storm sewer inlet overlays the southern 33'-6 of Lot 1and includes the 8' wide strip of Lot 1 along it's northeast diagonal property line and the connecting southeast triangular corner of the Lot. For the benefit of parking and pedestrian access to Lots 2 through 7, a Shared Driveway and Sidewalk Easement overlays the 24' wide driveway south of the existing building on Lot 1 and includes the 8' wide peninsular walkways that terminate at the residential lot rear property line. For the benefit of providing parking for each individual residential lot, private parking easements P2 through P7 each overlay 2 parking spaces which are assigned to the respective numbered lot for dedicated private parking. For the benefit of providing share visitor parking for Lot 1 and Lots 2 through 7, a Shared Parking Easement overlays the 3 parking spaces in the southwest corner of Lot 1. These spaces would be available exclusively to Lot 1 during business hours Mon – Fri , 8am to 5pm and available exclusively for shared use by Lots 2 through 7 at all other times.

LYONS DITCH
Lot 1 includes 5 shares of the Lyons Ditch which runs north/south in the 2nd Avenue R.O.W. just outside the western property line of the Site. No changes will be made to these facilities without prior approval of the Lyons Ditch Company.

PROJECT PHASING
Construction of the Project will commence immediately upon final approval of this Subdivision and PUD and development infrastructure design drawings by the Town of Lyons. We anticipate completion of proposed ground and utility work on the Site no later than 4 months following such final approvals. Subject to availability and demand of qualified buyers, construction of proposed residences on Lots 2 through 7 will commence at that time. Completion of demolition and remodel of improvements on Lot 1 is subject to "Alternate Phasing" noted on Drawing 01/ A01.

DEVELOPMENT AGREEMENT
Approval of the Subdivision and PUD is conditioned upon execution of a Development Agreement between the Property Owner and the Town of Lyons that may include additional performance criteria, constraints, intentions and agreements between the parties which are not fully reflected in other documents.



Vicinity Map

TRUE NORTH

SHEET INDEX

A00 Cover Sheet
A01 Site Development Plan
C1 Utilities Plan
C2 Sewer Main
C3 Grading
C4 Site Improvements
C5 Detail Sheet
C6 Erosion Control Plan
P1 Final Plat
S1 Survey

LEGAL DESCRIPTION OF PROPERTY

ALL THAT PORTION OF LOTS 6 THROUGH 14, INCLUSIVE, BLOCK 10, PUTNAM PLAT OF THE TOWN OF LYONS, WHICH LIES SOUTHERLY OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 10, PUTNAM PLAT OF THE TOWN OF LYONS;
THENCE EAST 308.90 FEET ALONG THE SOUTH LINE OF SAID BLOCK 10;
THENCE NORTH 41 DEGREES 27 MINUTES 50 SECONDS WEST, A DISTANCE OF 310.08 FEET;
THENCE NORTH 43 DEGREES 17 MINUTES 10 SECONDS WEST, A DISTANCE OF 38.30 FEET;
THENCE NORTH 45 DEGREES 23 MINUTES 50 SECONDS WEST, A DISTANCE OF 37.73 FEET;
THENCE NORTH 48 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 20.17 FEET,
TO THE NORTH LINE OF SAID BLOCK 10;
THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 10, A DISTANCE OF 35.25 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 10;
THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 10, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING;
EXCEPT THAT TRACT OF LAND CONVEYED BY PAUL A. MORRIS AND BARBARA J. MORRIS TO THE STATE DEPARTMENT OF HIGHWAYS IN DEED RECORDED APRIL 11, 1972, ON FILM 767 AS RECEPTION NO. 014209. COUNTY OF BOULDER, STATE OF COLORADO
NOTE FOR INFORMATIONAL PURPOSES ONLY:
THE ABOVE LEGAL DESCRIPTION ENCOMPASSES THE PLATTED ALLEY DIVIDING SUBJECT LOTS, WHICH ALLEY WAS VACATED PURSUANT TO UNRECORDED BOARD OF TRUSTEES MEETING.

LEGAL DESCRIPTION OF AREA WITHIN PLANNED UNIT DEVELOPMENT (PUD) DISTRICTS

ALL THAT PORTION OF LOTS 6 THROUGH 14, INCLUSIVE, BLOCK 10, PUTNAM PLAT OF THE TOWN OF LYONS, LYING SOUTHWESTERLY OF EAST MAIN STREET, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO, AND THE EAST 1/2 OF 2ND AVENUE LYING SOUTHWESTERLY OF EAST MAIN STREET AND LYING NORTH OF THE CENTERLINE OF PARK STREET, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO, AND THE NORTH 1/2 OF PARK STREET LYING SOUTHWESTERLY OF EAST MAIN STREET AND LYING EAST OF THE CENTERLINE OF 2ND AVENUE, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO.

TOWN OF LYONS APPROVAL CERTIFICATE:

The Town of Lyons, Colorado, by motion of its Town Board of Trustees and following a recommendation of the Lyons Planning Commission did on the _____ day of _____, 20____, adopt and approve the within plat and accept the dedications hereon made.

ATTEST:

_____
Mayor or Mayor Pro Tem

_____
Town Clerk (Town Seal)

PLANNED UNIT DEVELOPMENT CERTIFICATE:

The undersigned Town Clerk for the Town of Lyons certifies that an application for the zoning or rezoning of the property described in this plat to a Planned Unit Development was approved by Ordinance No. _____ of the Town of Lyons, passed and adopted on final reading on the _____ day of _____, 20____.

_____
Town Clerk (Town Seal)

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT we, _____ and _____, being the owner(s) of the land described above have, caused the land to be laid out and platted under the name of _____, and do hereby dedicate and grant to the public forever and in fee simple all streets, alleys, roadways, thoroughfares, fire lanes, utility and drainage easements, park land and open space as indicated or illustrated on this plat in compliance with the Town of Lyons Subdivision Regulations, and the landowners shall bear all expense involved in planning, design and construction of all public improvements except to the extent expressly stated in any Town-approved and recorded subdivision improvements agreement. Dedication shall be final upon adoption of a resolution by the Board of Trustees accepting the property dedicated by this plat. Except as otherwise stated on this plat, there shall be no limitation or restriction upon the purpose or public use of property dedicated by this plat

In Witness Whereof, we do hereunto set our hands and seals this _____ day of _____, 20____.

_____
Manager, Lyons Downtown Properties LLC

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____.

Witness my hand and official seal.
My commission expires: _____

_____
Notary Public

LIENHOLDER SUBORDINATION CERTIFICATE:

The undersigned holders of mortgage interests and liens against the property offered for dedication and transfer to the public and Town of Lyons consents and approves of such dedication and transfer and subordinates and releases its interests to such dedicated and transferred property.

In Witness Whereof, we do hereunto set our hands and seals this ____ day of _____, 20____.

_____
Mortgagee/Lienholder:

)STATE OF COLORADO
)ss.
)COUNTY OF BOULDER

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____.

Witness my hand and official seal.
My commission expires: _____

_____
Notary Public

SURVEYOR'S CERTIFICATE:

I, _____, do hereby certify that the boundary survey and plat of 304 2nd Avenue, Lyons, Colorado was made under my supervision and the accompanying Zoning Amendment Map accurately represents said survey.

_____ (Land Surveyor's Seal]
Registered Land Surveyor

CLERK AND RECORDER CERTIFICATE:
)STATE OF COLORADO
)ss.
)COUNTY OF BOULDER

I hereby certify that this instrument was filed in my office at _____ o'clock, _____.M., this _____day _____, 2015 and is duly recorded in Plan File _____.

_____
County Clerk or Deputy County Clerk

JM Associates, Inc.
Architecture / Planning
PO Box 18390
Boulder, Colorado 80308
(303) 449-1887

2nd & Park Subdivision and PUD
304 2nd Avenue
Lyons, Colorado

A00

04/25/16	FINAL PUD PLAN
-	-
-	-

DRAINAGE REPORT

FOR

2nd & PARK SUBDIVISION AND PUD

304 2nd Avenue
Lyons, Colorado

PREPARED BY:

CORNERSTONE
ENGINEERING & SURVEYING, INC.

1692 Big Thompson, Suite 200
Estes Park, CO 80517
970-586-2458

January 13, 2016

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TECHNICAL APPENDICES

Appendix A - Hydrologic Analysis

Appendix B – Water Quality Control Volume

Appendix C – Soils information

Appendix D – Drainage Channel Analysis

I hereby certify that this drainage report for the Drainage Design of the 2nd and Park Subdivision & PUD, 304 2nd Avenue, Lyons, Colorado was prepared by me or under my direct supervision for the owners thereof and meet or exceed the criteria in the Town of Lyons Construction Design Manual for Stormwater Design Standards.

31759

1/13/16

Michael Todd, P.E.

State of Colorado No.31759

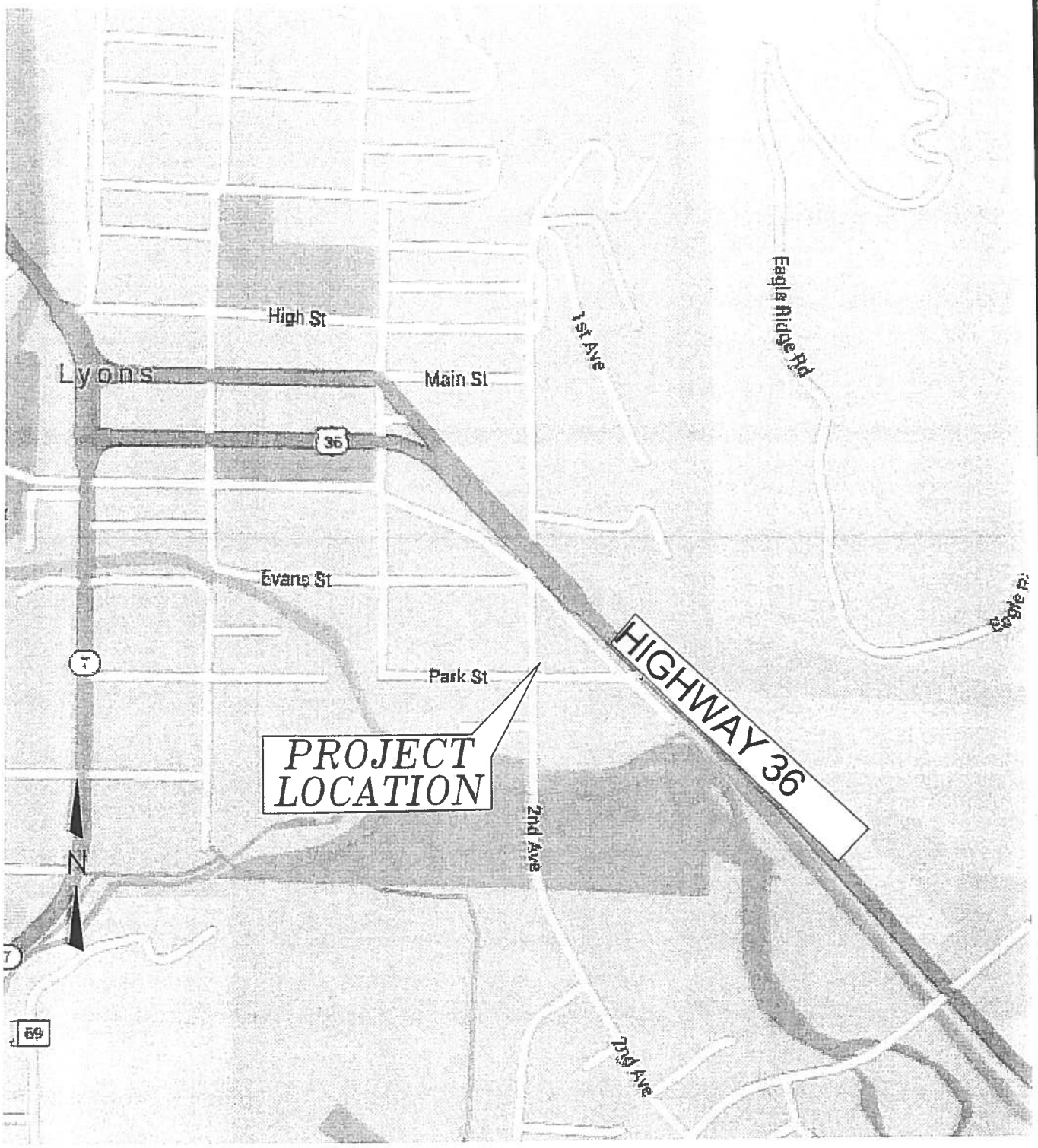


FIGURE 1

JOB No: 284.013

MAP TAKEN FROM GOOGLE MAPS MAP

VICINITY MAP

SCALE 1"=500'

2nd & PARK SUBDIVISION
AND PUD
VICINITY MAP
LYONS, COLORADO

BY: MST DATE: 10/8/15

FILE: M:\CES_Jobs\207_001_2ND & PARK\TIA\TRAFFIC.dwg

CORNERSTONE
ENGINEERING & SURVEYING, INC.
1692 BIG THOMPSON AVE, SUITE 200, ESTES PARK, CO 80517
PH: (970) 586-2458 FAX: (970) 586-2459

1.0 SCOPE

This report is a drainage analysis of stormwater runoff for 2nd & Park Subdivision and PUD, 304 2nd Avenue in Lyons Colorado. Included herein is a drainage analysis providing the following details:

1. Identification of project site drainage patterns in the basin for the historic and developed conditions.
2. Peak runoff rates for the historic 2 year and 100 year frequency storms.
3. Determination of Best Management Practice for stormwater quality.

2.0 PROJECT DESCRIPTION

The Project is located at the Northeast corner of 2nd and Park Avenue in Lyons Colorado, in the SE ¼ Section 18, T3N, R70W of the 6th P.M., Boulder County, Colorado.

The property address is 304 2nd Avenue and is currently Zoned B (Business) and was originally developed and occupied by Valley Bank and currently provides principal offices for two Lyons based businesses. The property comprises: a 29,890 sf (0.686 acre) triangular shaped lot; a single one story 2500 sf building with an attached and covered 3 bay drive-up customer service area; paved parking with 30 spaces; landscaping including 11 mature trees; two curb cuts on the 2nd Avenue frontage and one curb cut on Park Street which provide access to the drive-up lanes and parking lot; sidewalks in the right-of-way along the 2nd Avenue and Park Street frontages; sidewalks internal to the Site for pedestrian circulation. The southern portion of the existing parking lot is located within the 100 year flood plain. The southern curb of the existing parking lot currently extends approximately 10' into the Park Street ROW. This encroachment will be eliminated as part of the proposed development.

The Project proposes subdivision of the existing single lot into 7 smaller lots as follows: Lot 1 (approx. 20,283 sf) would encompass the existing building and the northern portion of the existing lot to the southern curb line of the parking area. Lot would also include approximately 1,480 sf in the southeast corner of the property for the stormwater water quality pond. Lots 2 through 7 (approx. 9,607 sf combined) would encompass the southern portion of the existing lot.

Lot 1 is proposed to be rezoned from B (Business) to PUD-C (PUD Commercial). Lots 2 through 7 would be rezoned from B (Business) to PUD-R (PUD Residential). These lots would be developed by Habitat for Humanity as permanently affordable single family homes targeted to serve Lyons residents who were displaced by the 2013 Flood. Each home would have a covered entry facing Park Street with fenced private space located in the rear and non-zero side yards.

The property is abutted to the west by R2-A zone district with residential development. Abutted to the south by proposed PUD-R zone district with resident development and existing R-2 zone district across Highway 36 with commercial development.

Lot 1 will include 29 off street parking spaces: 7 spaces north of the building (in the area where the drive-up bays and cover will be demolished); 6 spaces southeast of the building, 1 HC space southwest of the building and 15 spaces along the southern edged of the south parking area.

The proposed improvements will require the removal of (4) mature trees from the site or adjacent ROW. At a minimum, new landscape improvements will include the new planting of: (4) trees in the Park Street ROW; (2) trees in the 2nd Avenue ROW; and, (3) trees elsewhere on the interior of Lot 1.

	Existing Impervious Area	**Proposed Impervious Area**
Roadway, Parking, Sidewalks	17,042 sq. ft.	11,095 sq. ft.
Structures	5,274 sq. ft.	7,077 sq. ft.
Total Impervious	19,616 sq. ft.	18,172 sq. ft.

3.0 BASIN DESCRIPTION

Currently no offsite stormwater enters the site except for a small portion along Railroad Avenue on the easterly edge of the property. The Town of Lyons is in the process of reconstructing Railroad Avenue with curb and gutter. The proposed reconstruction of Railroad Avenue will prevent the current offsite stormwater from entering the property. For the purpose of this report no offsite stormwater is assumed to enter the property. The Lyons Ditch parallels the west side of the property, but does not enter the property.

The total basin contributing surface drainage to the proposed 2nd & Park Subdivision is approximately 0.686 acres. Stormwater flows are divided into a North Basin and South Basin.

The North Basin consist of approximately 4,973 sq. ft. and is located in the area north and west of the existing building. Stormwater from the grass area west of the existing building and at the far northern portion of the property primarily flow into the Lyons Ditch. Stormwater from the driveway flow west to 2nd Avenue through the existing driveway curb cut.

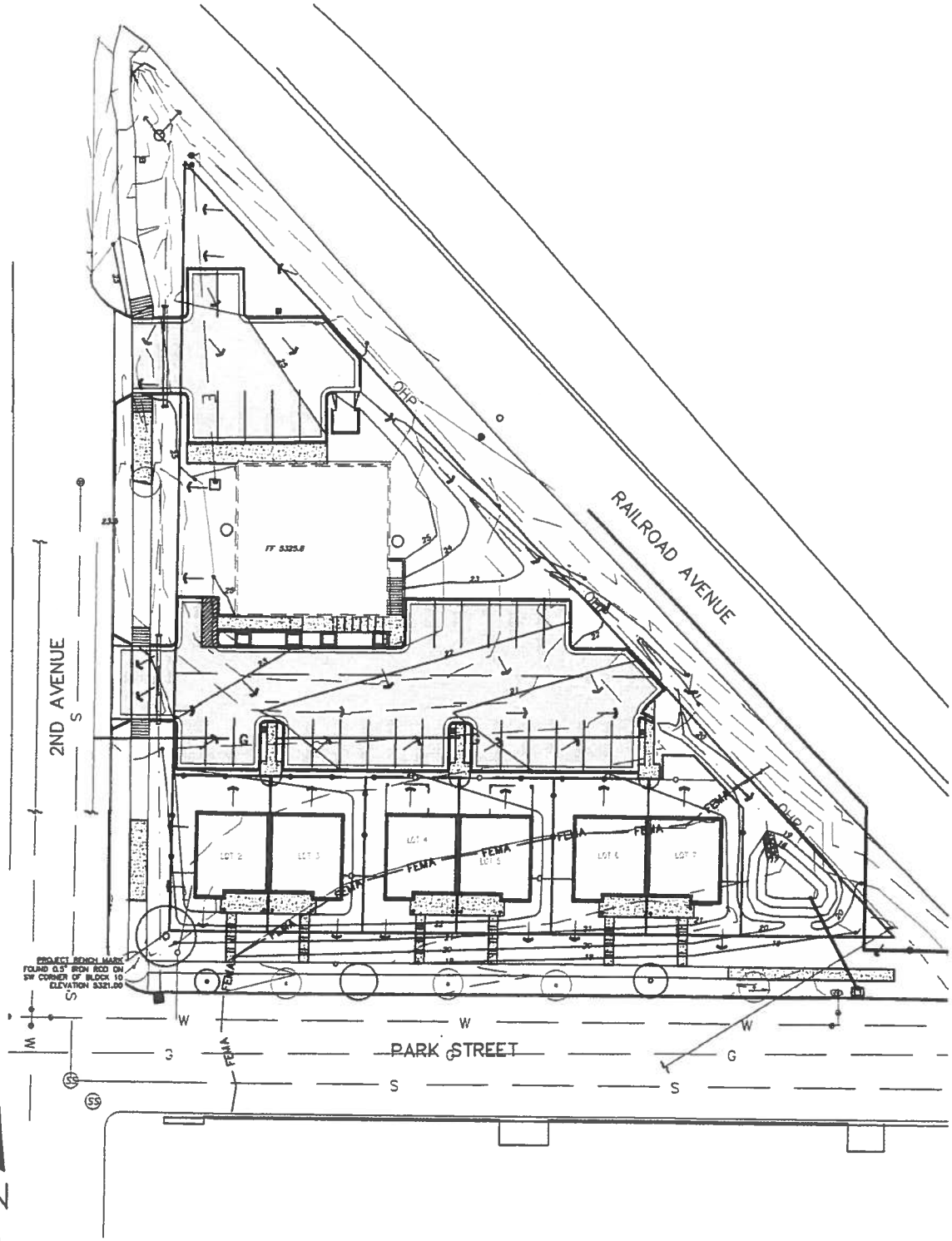
NORTH BASIN	Existing Impervious Area	Proposed Impervious Area
Roadway, Parking, Sidewalks	3,280 sq. ft.	2,837 sq. ft.
Structures	0 sq. ft.	0 sq. ft.
Total Impervious	3,280 sq. ft.	2,837 sq. ft.

The South Basin consist of approximately 24,916 sq. ft. and is located south and east of the existing building (existing building is included in the south basin). Flows from the south basin flow primarily to the south exiting the property at the two driveway entrances and a curb chase located along the south edge of the existing parking area.

SOUTH BASIN	Existing Impervious Area	Proposed Impervious Area
Roadway, Parking, Sidewalks	13,762 sq. ft.	8,258 sq. ft.
Structures	2,574 sq. ft.	7,077 sq. ft.
Total Impervious	16,336 sq. ft.	15,335 sq. ft.

Soils Information

Boulder County Soils Report information was mapped by the **Natural Resources Conservation Service (NRCS).** Soil classification shows the proposed developed area to be primarily Colluvial Land (Cu) with the remaining being Niwot Soils (Nh). The proposed development area soils consist of gravely sandy loam. The gravely sandy loam of the Colluvial Land (Cu) is classified as a Group A. With Niwot Soils (Nh) classified as a Group B. With the primary soil being a soil Group A, a soil group A was used for the drainage calculations.



N

0 25 50

SCALE 1" = 50'

JOB No: 807.001

2nd & PARK SUB. DEVELOPMENT

BY: MST DATE:10/07/15

FILE: G:\

CORNERSTONE
ENGINEERING & SURVEYING, INC.
1692 BIG THOMPSON AVE, SUITE 200, ESTES PARK, CO 80517
PH. (970) 586-2458 FAX: (970) 586-2459

Overall Basin Area

The overall basin/ development area that collects drainage consist of approximately 0.686 acres. The calculated flows rates for the overall basin are:

Total Basin 0.686 Acres	2 Year Event	100 Year Event
Existing	0.61 cfs	3.06 cfs
Proposed	0.53 cfs	2.82 cfs

Approximate Maximum Slope = 6%; Time of Concentration = 8 minutes.

Flows from the site continue down the 2nd Avenue to storm drains or curb line flows to the Saint Vrain River. Stormwater from the site does not cross any other property prior to dispersing into Saint Vrain River.

On-site Stormwater Flow

Approximately 0.686 acres contribute to the on-site stormwater flow leaving the proposed developed.

- The proposed development is bordered on all three sides with public streets with no off site flow entering the site. The proposed development will produce a combined projected decrease on-site stormwater flow of approximately .08 cfs for the 2 year event, and 0.24 cfs for the 100 year event.

4.0 DESIGN METHODS AND ASSUMPTIONS

4.1 Criteria for Hydrologic Analysis

The method of analysis used for determining peak runoff rates was the Rational Method as follows:

Q=C I A where: Q = peak runoff rate in cubic feet per second

C = combined runoff coefficient

I = storm intensity in inches per hour

Intensity was determined for Area III in L.C.SWDS

A = area in acres

Time of concentration for overland flow was calculated using the following equation: $T = \frac{0.395(1.1 - C_5)L^{1/2}}{S^{1/3}}$ where:

C_5 = the 5-year runoff coefficient

L = length of flow in feet

S = slope in percent

T = Time of concentration in minute

The method of analysis used for determining gravity open channel flow rates was the Manning Equation as follows:

$$V=1.49/n(A/P)^{.6667}\ S^{.5}$$

and $Q=VA$ where:

Q= peak runoff rate in cubic feet per second (CFS)

V= velocity (fps)

n= manning number

n= .024 corrugated pipe

n= .013 concrete pipe

A= area (sf)

P= wetted perimeter (ft)

S= slope (ft/ft)

Equation used in calculating orifice flows:

$V^2=2gh$ where:

V= velocity (fps)

g= acceleration due to gravity (fps^2)

h= vertical head (FT)

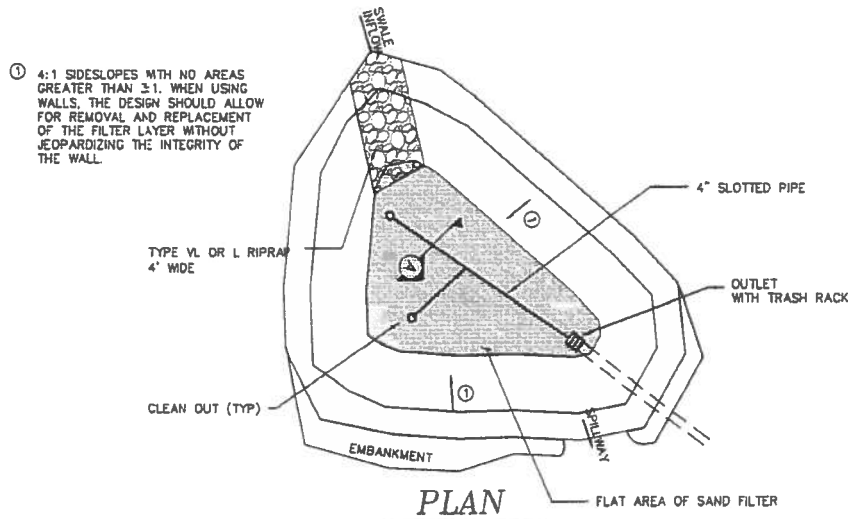
4.2 Drainage Plan Development

Due to the small project area, the proposed developable area was evaluated as a single basin. The basin was used as basic units for the Rational Method calculation for peak runoff. The southeast corner of the basins served as design points of interest for the 2-yr, 100-yr flows and calculation of water quality control structures. The results of the hydrologic analysis appear in **Appendix A**.

4.2.1 Detention Basin Design

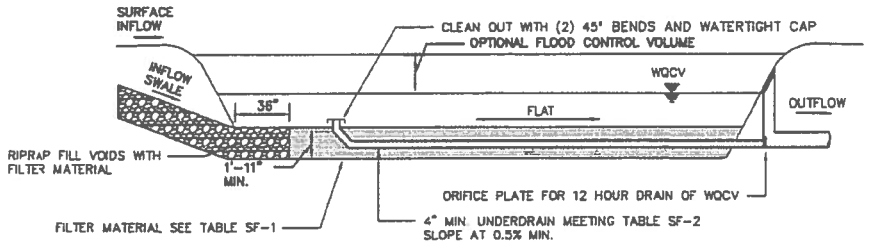
The proposed 2nd Avenue & Park Subdivision and PUD is projected to have a decrease flow of 0.08 cfs for the 2 year event and 0.24 cfs for the 100 year event.

No additional property owners or development will be impacted with the proposed development prior to the flows entering Saint Vrain River.



PLAN

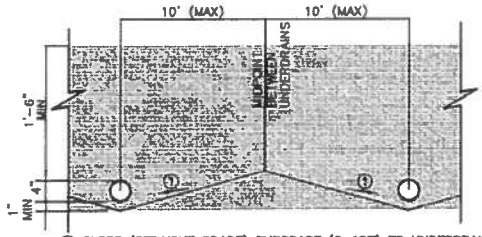
NOT TO SCALE



PROFILE

NOT TO SCALE

NOTE: THIS DETAIL SHOWS A PARTIAL INFILTRATION SECTION. FOR FULL INFILTRATION ELIMINATE UNDERDRAIN AND PROVIDE 1'-6" OF FILTER MATERIAL. FOR NO INFILTRATION PROVIDE IMPERMEABLE MEMBRANE SECURED TO CAST-IN-PLACE CONCRETE WALL. SEE DETAILS SF-2 AND SF-3.



① SLOPE (STRAIGHT GRADE) SUBGRADE (2-10%) TO UNDERDRAIN TO REDUCE SATURATED SOIL CONDITIONS BETWEEN STORM EVENTS (OPTIONAL)

SECTION A

NOT TO SCALE

JOB No: 807.001

2nd & PARK SUB. SAND FILTER PLAN, PROFILE AND SECTION

BY: MST DATE:10/07/15

FILE: G:\

CORNERSTONE
ENGINEERING & SURVEYING, INC.
1692 BIG THOMPSON AVE, SUITE 200, ESTES PARK, CO 80517
PH: (970) 586-2458 FAX: (970) 586-2459

With no anticipated increase in the physical conditions below the proposed development no detention is recommended.

4.2.2 Hydraulic Structures

With the impervious area being reduced for the proposed development hence reducing the peak flows during the 2 year and 100 year event, no hydraulic evaluation was done for curb line flow, inlet, storm drains or the Lyons Ditch.

The Lyons ditch currently enters a 12″ cmp under the proposed southern parking lot entrance and remains underground until after it crosses Park Street. With no proposed increase in the stormwater flows, extension of the 12″ cmp culvert across the driveway is proposed.

A new drainage channel is proposed to convey stormwater from the parking area on the north side of the existing office building to the water quality pond. The channel is proposed to be a 1 foot wide at the bottom with 3 to 1 side slopes and a minimum slope of 2%. Based on open channel flow calculations the proposed channel will adequately convey the stormwater flows up through the 100 year event.

4.2.3 Water Quality

Existing Drainage from site currently is divided into two separate basins. The North Basin stormwater exits the site via sheet flow from the lawn area, west of the existing building and at the far north end of the property, into the Lyons Ditch, and the existing driveway entrance to 2nd Avenue. The proposed development will reduce the impervious area in the north basin by approximately 440 square feet or (~9%).

The proposed grading will direct the water east across the parking area. A new drainage channel is proposed to convey the stormwater from the north parking area south to the proposed water quality pond.

The South Basin area currently leaves the property via the south driveway entrance to 2nd Avenue, the driveway entrance to Park Street and a curb chase to Park Street. The impervious area will be reduced with the propose development providing additional grass buffer area along Park Street. The proposed drainage and grading is to direct the stormwater from the north half of the residential lots, driveway parking,

sidewalk area and existing building to a sand filter basin at the south east corner of the property. The sand filter basins have been sized to collect stormwater from the average runoff producing storm event for the entire property. The sand filter basin was calculated at 560 cubic feet with a 12 hour release time. Sediment filtration is to be achieved through ground infiltration. The sand filter basin is to have Type VL riprap weirs for stormwater overflow when the basin volume is exceeded.

4.2.4 Construction Erosion Control

A) BMP's for Stormwater Pollution Prevention

1) Structural Practices

- A silt fence is to be placed along the south and west (downhill) sides of the property where there is disturbed soil.
- Erosion Logs or straw bales are to be set intercepting the proposed flow lines at entrance to stormwater inlets.
- Erosion mat is to be installed in the shallow channels with grass seed immediately following construction.

2) Non-Structural Practices

- All slopes are to be returned to their pre-construction grade.
- Disturbed slopes that exceed 30% are to have soil erosion mats installed.
- All areas of disturbance are to be graded so water shall be dispersed into sheet flow and directed off the area of disturbance into existing native vegetation buffer areas.
- Within two weeks of the frost being out of the ground, all disturbed areas are to be seeded and mulched with native seed. Seeding and mulching is to be as specified in the construction plans on specifications.

B) Final Stabilization and Long Term Stormwater Management

- Stabilization will not be considered final until all surfaced areas have received their final surface; uniform vegetative cover has been established with a density of at least 70% of

pre-disturbance levels or equivalent permanent, physical erosion reduction materials has been employed. Additional erosion control measures may be required upon site inspection for specific operations as conditions warrant.

C) Other Controls

- Off-site tracking of material shall be controlled to minimize the tracking. Streets shall be cleaned when earth materials are tracked, spilled or washed onto the streets as directed by the project engineer. When cleaning streets, they shall not be washed until they have been scraped and swept and inlet protection has been properly installed.

D) Inspection and Maintenance

A Colorado stormwater discharge permit for construction shall be required by the general contractor prior to starting and site disturbance.

- For BMP's to function effectively the project site is to be inspected every 14 days and after any significant storm event that causes erosion, sediment transport or vehicular tracking.
- Specific areas to be inspected are all structural sediment control devices, areas of point source flows onto or off of the sites and the stream banks in areas of excavation.
- General overview of the entire site should be made every 14 days.
- Any deficiencies observed during inspections are to be corrected with in five (5) calendar days of observance or prior to any storm event that would cause pollutants to degrade waters of the United States.
- If drainage, erosion or sediment problems become apparent during construction, such as when off-site sedimentation occurs, the BMP's shall be re-evaluated and reimplemented in an effective manner.
- Following each inspection, inspection reports are to be fully executed and placed in a folder.

5.0 CONCLUSIONS

The proposed 2nd & Park Subdivision and PUD is projected to have a combined decrease stormwater discharge rates by the amounts, 0.08 cfs, and 0.24 cfs for the 2-year and 100-year storm events. Impervious area within the developed basin will decrease from the existing use 1,444 ft^2 (~7%). The developed area of the North Basins will be directed to the southeast corner of the norther parking area and channel to the water quality pond at the property's southeast corner.

The South Basin will be directed to the southeast corner of the property to be collected in the water quality basin. Flows leaving the water will discharge to Park Street and be conveyed to 2nd Avenue then to the Saint Vrain River via storm drain and/or curb and gutter. Sediment control and water quality is to be obtained from filtration through the sand filter basins located in the southeast corner of the property. Based on no projected increased flow and the stormwater being contained to the existing storm drainage system below the proposed development, no stormwater detention is recommended.

APPENDIX A

HYDROLOGIC ANALYSIS

Depth-Duration-Frequency and Intensity-Duration-Frequency Tables for Colorado Hydrologic Zones 1 through 4

Blue cells are inputs.

Project: 2nd & Park Subdivision, Lyons Colorado

Where is the Watershed Located?

- ○ Located within UDFCD Boundary
- ◉ Located outside of UDFCD Boundary

Hydrologic Zone (1, 2, 3, or 4) =	1	(see map)
Elevation at Center of Watershed =	5,333	ft
Watershed Area (Optional) =	N/A	sq. mi.

(Optional) Select a location within the UDFCD boundary:

1. Rainfall Depth-Duration-Frequency Table

If within the UDFCD Boundary, Enter the 1-hour and 6-hour rainfall depths from the USDCM Volume 1.
Otherwise, Enter the 6-hour and 24-hour rainfall depths from the NOAA Atlas 2 Volume III.

Return Period	Rainfall Depth in Inches at Time Duration								
	5-min	*10-min*	*15-min*	*30-min*	*1-hr*	*2-hr*	*3-hr*	*6-hr*	*24-hr*
2-yr	0.23	0.36	0.46	0.53	0.80	0.95	1.06	1.23	1.83
5-yr	0.37	0.59	0.75	0.86	1.31	1.42	1.49	1.61	2.36
10-yr	0.47	0.74	0.94	1.08	1.65	1.78	1.87	2.02	2.87
25-yr	0.59	0.93	1.18	1.36	2.07	2.28	2.44	2.69	3.68
50-yr	0.70	1.11	1.40	1.62	2.47	2.76	2.98	3.32	4.39
100-yr	0.80	1.28	1.61	1.87	2.85	3.25	3.55	4.02	5.16
500-yr	1.03	1.65	2.07	2.40	3.66	4.11	4.45	4.99	6.37

Note: Refer to Figures 4-1 through 4-12 of USDCM Volume 1 for 1-hr and 6-hr rainfall depths.
Refer to NOAA Atlas 2 Volume III isopluvial maps for 6-hr and 24-hr rainfall depths.
Rainfall depths for durations less than 1-hr are calculated using Equation 4-4 in USDCM Volume 1.

2. Rainfall Intensity-Duration-Frequency Table

Return Period	Rainfall Intensity in Inches Per Hour at Time Duration								
	5-min	*10-min*	*15-min*	*30-min*	*1-hr*	*2-hr*	*3-hr*	*6-hr*	*24-hr*
2-yr	2.73	2.18	1.83	1.26	0.80	0.50	0.37	0.22	0.08
5-yr	4.46	3.55	2.98	2.06	1.31	0.82	0.61	0.36	0.12
10-yr	5.59	4.46	3.74	2.59	1.65	1.02	0.76	0.45	0.15
25-yr	7.03	5.61	4.70	3.25	2.07	1.29	0.96	0.57	0.19
50-yr	8.38	6.68	5.61	3.88	2.47	1.53	1.14	0.67	0.23
100-yr	9.65	7.70	6.46	4.46	2.85	1.77	1.31	0.78	0.27
500-yr	12.40	9.89	8.30	5.74	3.66	2.27	1.69	1.00	0.34

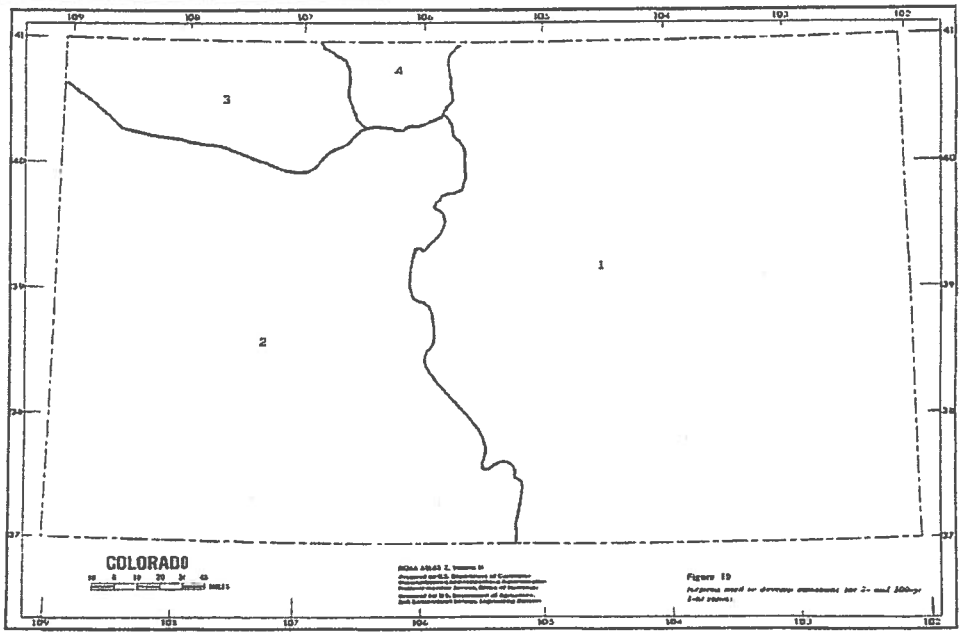
Note: Intensity approximated using 1-hr rainfall depths and Equation 4-3 in USDCM Volume 1.

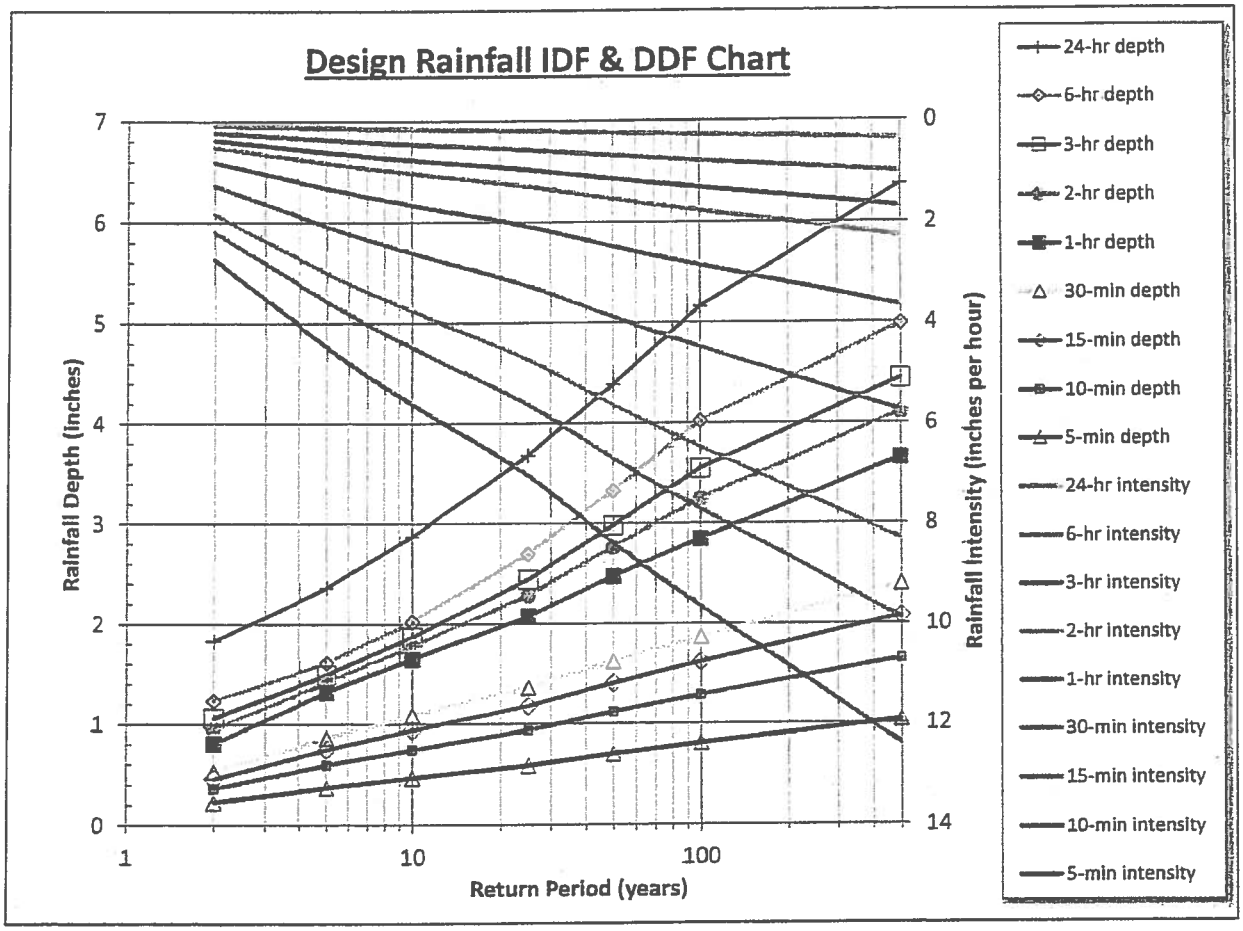
1.04

2yr - 1h = 0.80 inches

100yr - 1h = 2.85 inches

Depth-Duration-Frequency and Intensity-Duration-Frequency Tables for Colorado Hydrologic Zones 1 through 4





NOAA Atlas 14, Volume 8, Version 2
Location name: Lyons, Colorado, US*
Latitude: 40.2217°, Longitude: -105.2650°
Elevation: 5333 ft*
* source: Google Maps

POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffery Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

PF_tabular | PF_graphical | Maps_&_aerials

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)[1]

Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.216 (0.173-0.273)	0.262 (0.210-0.331)	0.357 (0.284-0.452)	0.453 (0.358-0.576)	0.612 (0.478-0.844)	0.756 (0.569-1.05)	0.917 (0.663-1.30)	1.10 (0.758-1.60)	1.37 (0.902-2.05)	1.60 (1.01-2.39)
10-min	0.317 (0.253-0.399)	0.384 (0.307-0.485)	0.522 (0.416-0.661)	0.663 (0.525-0.844)	0.896 (0.700-1.24)	1.11 (0.833-1.53)	1.34 (0.971-1.91)	1.61 (1.11-2.35)	2.01 (1.32-3.01)	2.34 (1.48-3.51)
15-min	0.386 (0.309-0.487)	0.468 (0.375-0.591)	0.637 (0.507-0.807)	0.809 (0.640-1.03)	1.09 (0.854-1.51)	1.35 (1.02-1.87)	1.64 (1.18-2.33)	1.97 (1.35-2.87)	2.45 (1.61-3.67)	2.85 (1.80-4.28)
30-min	0.515 (0.412-0.649)	0.624 (0.499-0.788)	0.848 (0.676-1.07)	1.08 (0.852-1.37)	1.46 (1.14-2.01)	1.80 (1.35-2.49)	2.18 (1.58-3.10)	2.62 (1.80-3.82)	3.27 (2.15-4.90)	3.81 (2.41-5.71)
60-min	0.640 (0.513-0.807)	0.772 (0.617-0.974)	1.05 (0.833-1.32)	1.33 (1.05-1.69)	1.80 (1.41-2.49)	2.23 (1.68-3.09)	2.71 (1.96-3.85)	3.26 (2.25-4.76)	4.08 (2.68-6.11)	4.76 (3.01-7.13)
2-hr	0.766 (0.617-0.958)	0.920 (0.740-1.15)	1.24 (0.997-1.56)	1.58 (1.26-1.99)	2.14 (1.69-2.94)	2.66 (2.02-3.66)	3.24 (2.36-4.57)	3.90 (2.71-5.66)	4.89 (3.25-7.27)	5.71 (3.65-8.50)
3-hr	0.851 (0.689-1.06)	1.01 (0.820-1.26)	1.36 (1.10-1.70)	1.73 (1.38-2.17)	2.34 (1.85-3.19)	2.90 (2.21-3.97)	3.53 (2.59-4.96)	4.25 (2.98-6.14)	5.33 (3.57-7.90)	6.24 (4.01-9.23)
6-hr	1.04 (0.849-1.29)	1.23 (0.996-1.51)	1.61 (1.30-2.00)	2.02 (1.62-2.51)	2.69 (2.15-3.65)	3.32 (2.55-4.51)	4.02 (2.98-5.60)	4.83 (3.41-6.91)	6.03 (4.07-8.86)	7.03 (4.58-10.3)
12-hr	1.30 (1.06-1.59)	1.51 (1.23-1.85)	1.94 (1.58-2.39)	2.39 (1.93-2.95)	3.12 (2.50-4.17)	3.79 (2.93-5.08)	4.54 (3.38-6.25)	5.38 (3.84-7.63)	6.64 (4.53-9.66)	7.69 (5.06-11.2)
24-hr	1.55 (1.28-1.88)	1.83 (1.51-2.23)	2.36 (1.94-2.88)	2.87 (2.35-3.53)	3.68 (2.95-4.82)	4.39 (3.41-5.80)	5.16 (3.87-7.01)	6.03 (4.32-8.42)	7.28 (5.00-10.5)	8.31 (5.52-12.0)
2-day	1.76 (1.46-2.13)	2.13 (1.77-2.58)	2.80 (2.31-3.39)	3.40 (2.79-4.14)	4.30 (3.45-5.53)	5.06 (3.94-6.58)	5.86 (4.41-7.83)	6.73 (4.86-9.27)	7.97 (5.52-11.3)	8.96 (6.02-12.8)
3-day	1.92 (1.60-2.31)	2.30 (1.91-2.76)	2.97 (2.46-3.58)	3.58 (2.95-4.33)	4.50 (3.63-5.75)	5.27 (4.14-6.83)	6.10 (4.62-8.12)	7.00 (5.08-9.60)	8.28 (5.78-11.7)	9.31 (6.30-13.3)
4-day	2.05 (1.72-2.46)	2.43 (2.03-2.91)	3.10 (2.58-3.72)	3.71 (3.07-4.48)	4.64 (3.75-5.92)	5.43 (4.27-7.00)	6.27 (4.77-8.32)	7.19 (5.24-9.83)	8.50 (5.96-12.0)	9.56 (6.50-13.6)
7-day	2.36 (1.98-2.80)	2.77 (2.33-3.30)	3.50 (2.93-4.18)	4.16 (3.46-4.99)	5.13 (4.17-6.47)	5.94 (4.70-7.59)	6.80 (5.20-8.94)	7.72 (5.67-10.5)	9.02 (6.37-12.6)	10.1 (6.90-14.2)
10-day	2.62 (2.21-3.10)	3.08 (2.59-3.64)	3.86 (3.24-4.58)	4.54 (3.79-5.43)	5.55 (4.51-6.93)	6.37 (5.05-8.07)	7.22 (5.54-9.42)	8.13 (5.99-10.9)	9.40 (6.67-13.0)	10.4 (7.18-14.6)
20-day	3.41 (2.90-4.01)	3.92 (3.32-4.60)	4.77 (4.03-5.62)	5.50 (4.62-6.51)	6.54 (5.34-8.06)	7.37 (5.89-9.23)	8.23 (6.37-10.6)	9.13 (6.79-12.1)	10.4 (7.42-14.2)	11.3 (7.90-15.8)
30-day	4.06 (3.46-4.75)	4.63 (3.94-5.41)	5.57 (4.73-6.54)	6.37 (5.38-7.51)	7.48 (6.13-9.15)	8.36 (6.70-10.4)	9.25 (7.18-11.8)	10.2 (7.59-13.4)	11.4 (8.21-15.5)	12.3 (8.68-17.1)
45-day	4.86 (4.17-5.65)	5.56 (4.76-6.47)	6.70 (5.71-7.82)	7.63 (6.48-8.96)	8.91 (7.32-10.8)	9.89 (7.95-12.2)	10.9 (8.46-13.8)	11.8 (8.87-15.5)	13.1 (9.48-17.7)	14.1 (9.95-19.4)
60-day	5.53 (4.75-6.41)	6.38 (5.48-7.40)	7.75 (6.63-9.01)	8.84 (7.53-10.3)	10.3 (8.47-12.4)	11.4 (9.19-14.0)	12.5 (9.74-15.7)	13.5 (10.2-17.6)	14.8 (10.8-20.0)	15.8 (11.2-21.8)

[1] Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

Please refer to NOAA Atlas 14 document for more information.

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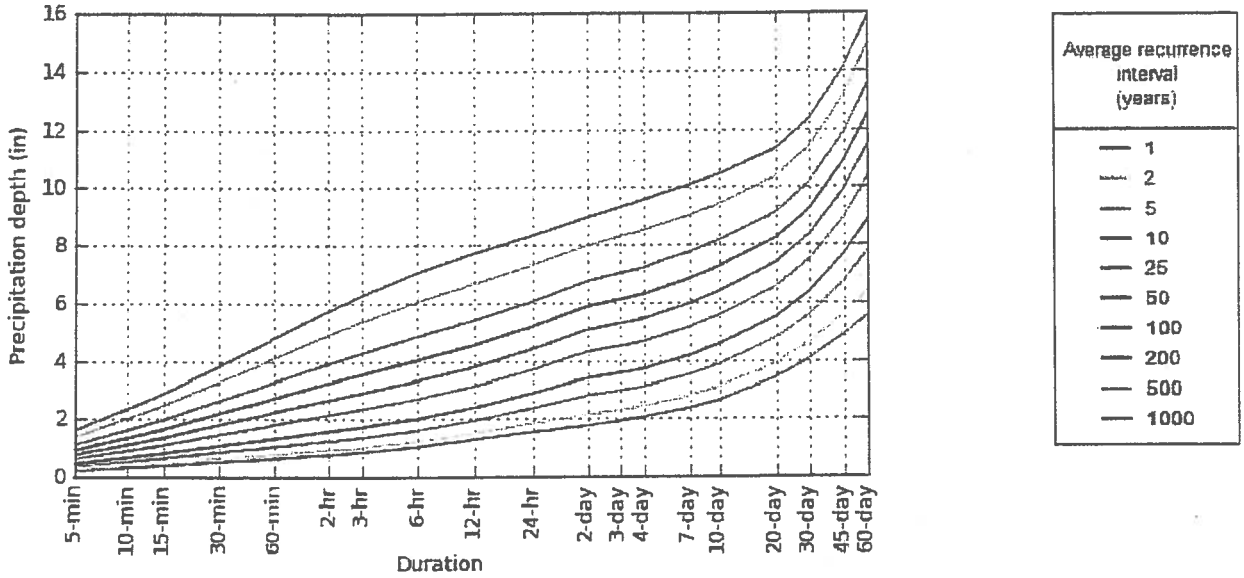
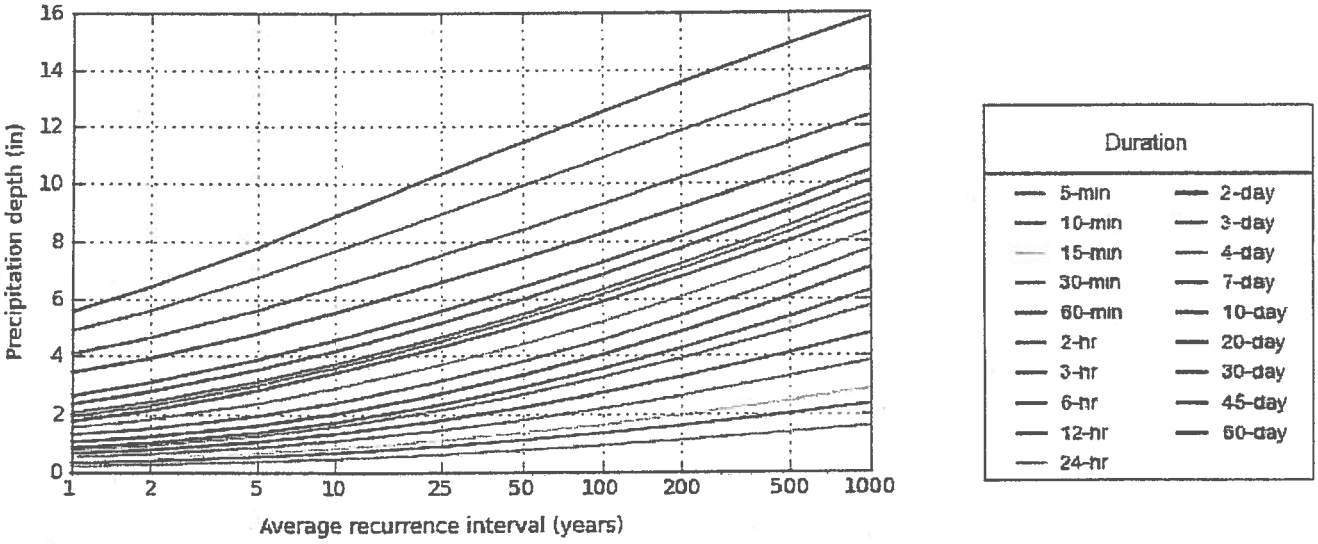
PF graphical

PDS-based depth-duration-frequency (DDF) curves
Latitude: 40.2217°, Longitude: -105.2650°





NOAA Atlas 14, Volume 8, Version 2

Created (GMT): Tue Sep 29 20:58:11 2015

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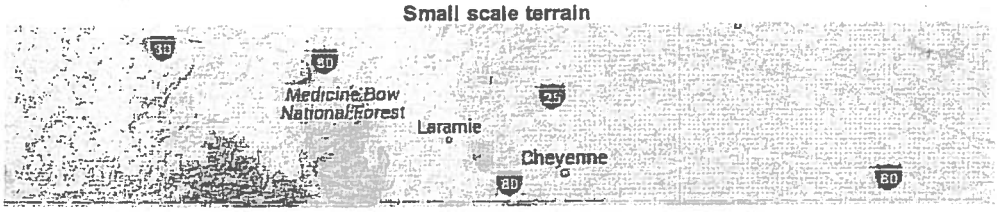
Maps & aerials

Small scale terrain



2yr - Existing

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: 2nd and Park Subdivision
Catchment ID: Full Basin Existing

I. Catchment Hydrologic Data

Catchment ID = Existing
Area = 0.69 Acres
Percent Imperviousness = 66.00 %
NRCS Soil Type = A A, B, C, or D

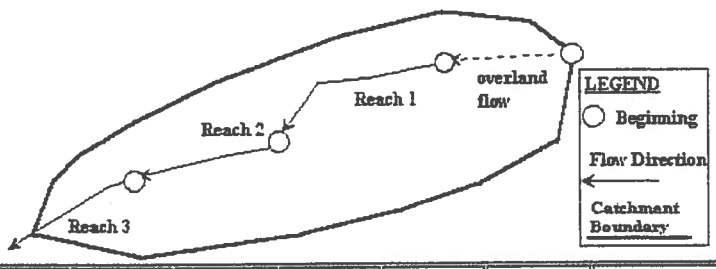
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr =	2	years	(input return period for design storm)
C1 =	28.50		(input the value of C1)
C2=	10.00		(input the value of C2)
C3=	0.786		(input the value of C3)
P1=	0.80	inches	(input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficien:, C = 0.38
Overide Runoff Coefficien:, C = (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.42
Overide 5-yr. Runoff Coefficien:, C = (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.0620	140	0.42	N/A	0.29	8.01
1						
2						
3						
4						
5						
	Sum	140				

Computed Tc =	8.01
Regional Tc =	10.78
User-Entered Tc =	8.01

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I =	2.35	inch/hr	Peak Flowrate, Qp =	0.61	cfs
Rainfall Intensity at Regional Tc, I =	2.10	inch/hr	Peak Flowrate, Qp =	0.55	cfs
Rainfall Intensity at User-Defined Tc, I =	2.35	inch/hr	Peak Flowrate, Qp =	0.61	cfs

100 yr Existing

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: 2nd and Park Subdivision
Catchment ID: Full Basin Existing

I. Catchment Hydrologic Data

Catchment ID = Undeveloped
Area = 0.69 Acres
Percent Imperviousness = 66.00 %
NRCS Soil Type = A A, B, C, or D

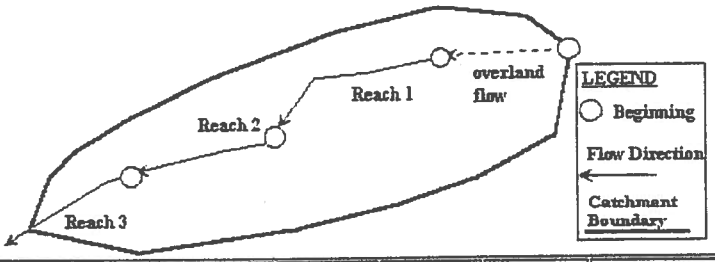
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr =	100	years	(input return period for design storm)
C1 =	28.50		(input the value of C1)
C2=	10.00		(input the value of C2)
C3=	0.786		(input the value of C3)
P1=	2.85	inches	(input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.53
Overide Runoff Coefficient, C = (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.42
Overide 5-yr. Runoff Coefficient, C = (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.0620	140	0.42	N/A	0.29	8.01
1						
2						
3						
4						
5						
	Sum	140				

Computed Tc =	8.01
Regional Tc =	10.78
User-Entered Tc =	8.01

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I =	8.37	inch/hr	Peak Flowrate, Qp =	3.06	cfs
Rainfall Intensity at Regional Tc, I =	7.48	inch/hr	Peak Flowrate, Qp =	2.74	cfs
Rainfall Intensity at User-Defined Tc, I =	8.37	inch/hr	Peak Flowrate, Qp =	3.06	cfs

2yr Proposed

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: 2nd and Park Subdivision
Catchment ID: Full Basin Proposed

I. Catchment Hydrologic Data

Catchment ID = Proposed
Area = 0.69 Acres
Percent Imperviousness = 61.00 %
NRCS Soil Type = A A, B, C, or D

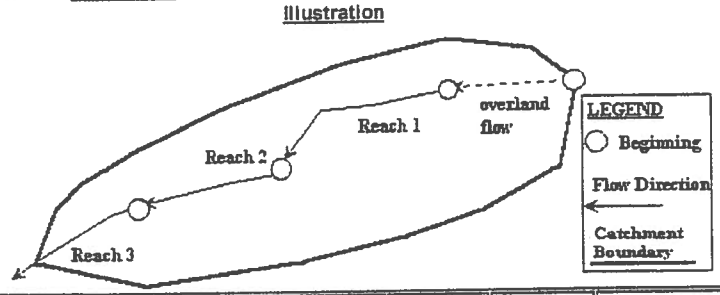
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr = 2 years (input return period for design storm)
C1 = 28.50 (input the value of C1)
C2= 10.00 (input the value of C2)
C3= 0.786 (input the value of C3)
P1= 0.80 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.33
Overide Runoff Coefficient, C = (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.38
Overide 5-yr. Runoff Coefficient, C = (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations.

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.0620	140	0.38	N/A	0.28	8.48
1						
2						
3						
4						
5						
	Sum	140				

Computed Tc = 8.48
Regional Tc = 10.78
User-Entered Tc = 8.48

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I = 2.30 inch/hr — Peak Flowrate, Qp = 0.53 cfs
Rainfall Intensity at Regional Tc, I = 2.10 inch/hr — Peak Flowrate, Qp = 0.48 cfs
Rainfall Intensity at User-Defined Tc, I = 2.30 inch/hr — Peak Flowrate, Qp = 0.53 cfs

Decreased = 0.08 cfs.

100yr Proposed

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: 2nd and Park Subdivision
Catchment ID: Full Basin Proposed

I. Catchment Hydrologic Data

Catchment ID = Proposed
Area = 0.69 Acres
Percent Imperviousness = 61.00 %
NRCS Soil Type = A A, B, C, or D

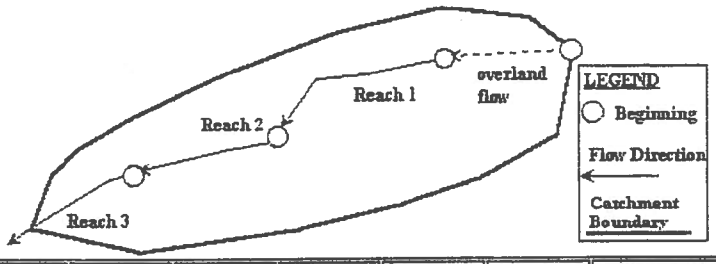
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period Tr = 100 years (input return period for design storm)
C1 = 28.50 (input the value of C1)
C2= 10.00 (input the value of C2)
C3= 0.786 (input the value of C3)
P1= 2.85 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.50
Overide Runoff Coefficient, C = (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.38
Overide 5-yr. Runoff Coefficient, C = (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.0620	140	0.38	N/A	0.28	8.48
1						
2						
3						
4						
5						
	Sum	140				

Computed Tc = 8.48
Regional Tc = 10.78
User-Entered Tc = 8.48

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I = 8.20 inch/hr — Peak Flowrate, Qp = 2.82 cfs
Rainfall Intensity at Regional Tc, I = 7.48 inch/hr — Peak Flowrate, Qp = 2.57 cfs
Rainfall Intensity at User-Defined Tc, I = 8.20 inch/hr — Peak Flowrate, Qp = 2.82 cfs

Decrease 0.24 cfs

FLOOD INSURANCE STUDY

VOLUME 4 OF 4

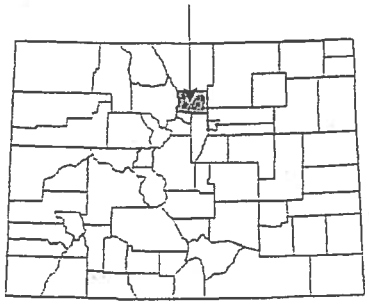
BOULDER COUNTY, COLORADO

AND INCORPORATED AREAS

Community Name	*Community Number*
BOULDER, CITY OF	080024
BOULDER COUNTY (UNINCORPORATED AREAS)	080023
ERIE, TOWN OF	080181
JAMESTOWN, TOWN OF	080216
LAFAYETTE, CITY OF	080026
LONGMONT, CITY OF	080027
LOUSIVILLE, CITY OF	085076
LYONS, TOWN OF	080029
NEDERLAND, TOWN OF	080255
SUPERIOR, TOWN OF	080203
*WARD, TOWN OF	080292

* No Special Flood Hazard Areas Identified

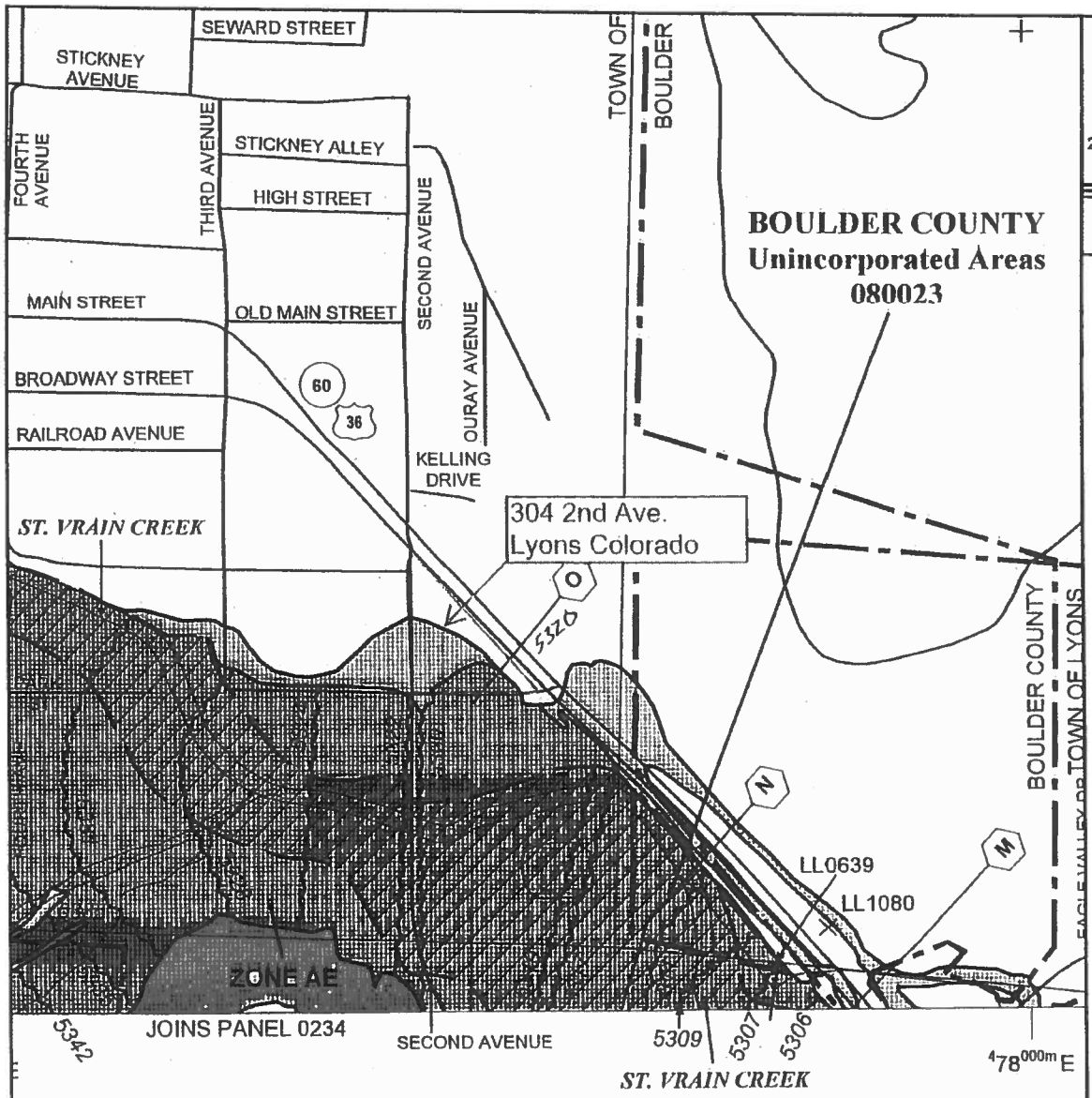
Boulder County



Revised: December 18, 2012

Federal Emergency Management Agency

FLOOD INSURANCE STUDY NUMBER
08013CV004B



SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 3 NORTH, RANGE 70 WEST.

MAP SCALE 1" = 500'

250 0 500 1000 FEET

METER

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0232J

FIRM

FLOOD INSURANCE RATE MAP

BOULDER COUNTY, COLORADO

AND INCORPORATED AREAS

PANEL 232 OF 615

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
BOULDER COUNTY	080023	0232	J
LYONS, TOWN OF	080028	0232	J

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

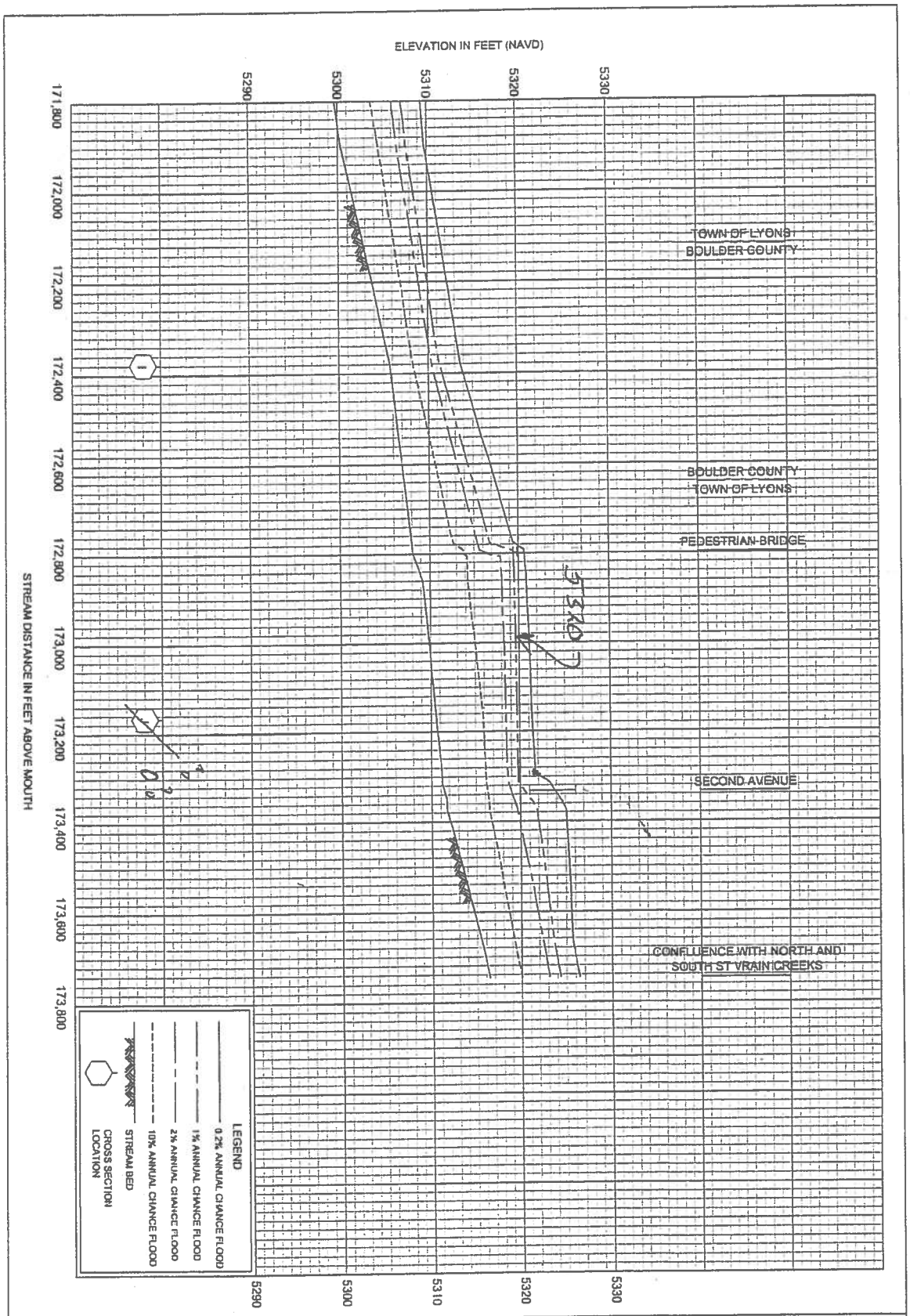
MAP NUMBER
08013C0232J

MAP REVISED
DECEMBER 18, 2012

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

0234 J



297P	FEDERAL EMERGENCY MANAGEMENT AGENCY BOULDER COUNTY, CO AND INCORPORATED AREAS	FLOOD PROFILES ST. VRAIN CREEK (VICINITY OF LYONS)

APPENDIX B

WATER QUALITY CONTROL VOLUME

Design Procedure Form: Sand Filter (SF)

Designer:	Mike Todd
Company:	Cornerstone Engineering & Surveying, inc
Date:	October 6, 2015
Project:	2nd and Park Subdivision
Location:	2nd and Park Street, Lyons, Colorado

1. Basin Storage Volume	
A) Effective Imperviousness of Tributary Area, I_a (100% if all paved and roofed areas upstream of sand filter)	I_a = 61.0 %
B) Tributary Area's Imperviousness Ratio ($i = I_a/100$)	i = 0.610
C) Water Quality Capture Volume (WQCV) Based on 12-hour Drain Time $WQCV = 0.9 * (0.91 * i^3 - 1.19 * i^2 + 0.78 * i)$	WQCV = 0.22 watershed inches
D) Contributing Watershed Area (including sand filter area)	Area = 29,889 sq ft
E) Water Quality Capture Volume (WQCV) Design Volume $V_{WQCV} = WQCV / 12 * Area$	V_{WQCV} = 537 cu ft
F) For Watersheds Outside of the Denver Region, Depth of Average Runoff Producing Storm	d_6 = 0.43 in
G) For Watersheds Outside of the Denver Region, Water Quality Capture Volume (WQCV) Design Volume	$V_{WQCV\ OTHER}$ = 537 cu ft
H) User Input of Water Quality Capture Volume (WQCV) Design Volume (Only if a different WQCV Design Volume is desired)	$V_{WQCV\ USER}$ = _____ cu ft
2. Basin Geometry	
A) WQCV Depth	D_{WQCV} = 1.5 ft
B) Sand Filter Side Slopes (Horizontal distance per unit vertical, 4:1 or flatter preferred). Use "0" if sand filter has vertical walls.	Z = 4.00 ft / ft
C) Mimimum Filter Area (Flat Surface Area)	A_{Min} = 119 sq ft
D) Actual Filter Area	A_{Actual} = 160 sq ft
E) Volume Provided	V_T = 560 cu ft
3. Filter Material	Choose One ◉18" CDOT Class C Filter Material ○Other (Explain):
4. Underdrain System	
A) Are underdrains provided?	Choose One ◉YES ○NO
B) Underdrain system orifice diameter for 12 hour drain time	
i) Distance From Lowest Elevation of the Storage Volume to the Center of the Orifice	y = 18.0 ft
ii) Volume to Drain in 12 Hours	Vol_{12} = 537 cu ft
iii) Orifice Diameter, 3/8" Minimum	D_O = 5 / 16 in MINIMUM DIAMETER = 3/8-Inch

Design Procedure Form: Sand Filter (SF)

Designer:	Mike Todd
Company:	Cornerstone Engineering & Surveying, Inc
Date:	October 6, 2015
Project:	2nd and Park Subdivision
Location:	2nd and Park Street, Iyons, Colorado

5. Impermeable Geomembrane Liner and Geotextile Separator Fabric A) Is an impermeable liner provided due to proximity of structures or groundwater contamination?	Choose One ○ YES ◉ NO
6-7. Inlet / Outlet Works A) Describe the type of energy dissipation at inlet points and means of conveying flows in excess of the WQCV through the outlet	Type VL Riprap at the inlet and outlet

Notes:

APPENDIX D

SOILS INFORMATION

76.8%

Boulder County Area, Colorado

Cu—Colluvial land

Map Unit Setting

National map unit symbol: jprk
Elevation: 7,500 to 9,000 feet
Mean annual precipitation: 6 to 10 inches
Mean annual air temperature: 39 to 43 degrees F
Frost-free period: 80 to 100 days
Farmland classification: Not prime farmland

Map Unit Composition

Colluvial land: 80 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Colluvial Land

Setting

Landform: Valleys
Landform position (three-dimensional): Side slope, base slope
Down-slope shape: Concave
Across-slope shape: Linear
Parent material: Colluvium

Typical profile

H1 - 0 to 3 inches: gravelly sandy loam
H2 - 3 to 60 inches: gravelly sand, very gravelly sand, gravelly loamy sand
H2 - 3 to 60 inches:
H2 - 3 to 60 inches:

Properties and qualities

Slope: 9 to 25 percent
Depth to restrictive feature: 2 to 60 inches to lithic bedrock
Natural drainage class: Excessively drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 6.00 in/hr)
Calcium carbonate, maximum in profile: 10 percent
Available water storage in profile: Very low (about 0.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s

Hydrologic Soil Group: A

Data Source Information

Soil Survey Area: Boulder County Area, Colorado
Survey Area Data: Version 11, Sep 22, 2014

23.2%

Boulder County Area, Colorado

Nh—Niwot soils

Map Unit Setting

National map unit symbol: jps8
Elevation: 4,900 to 5,500 feet
Mean annual precipitation: 12 to 18 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 140 to 155 days
Farmland classification: Not prime farmland

Map Unit Composition

Niwot and similar soils: 85 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Niwot

Setting

Landform: Terraces, flood plains
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Loamy over sandy and gravelly alluvium

Typical profile

H1 - 0 to 14 inches: loam
H2 - 14 to 60 inches: gravelly sand

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Poorly drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 6.00 in/hr)
Depth to water table: About 18 to 36 inches
Frequency of flooding: Occasional
Frequency of ponding: None
Available water storage in profile: Low (about 4.4 inches)

Interpretive groups

Land capability classification (irrigated): 4w
Land capability classification (nonirrigated): 5w
Hydrologic Soil Group: B

Ecological site: Wet Meadow (R067XB038CO)

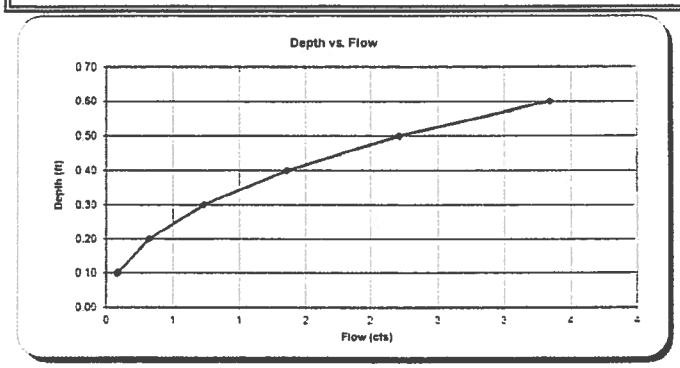
Data Source Information

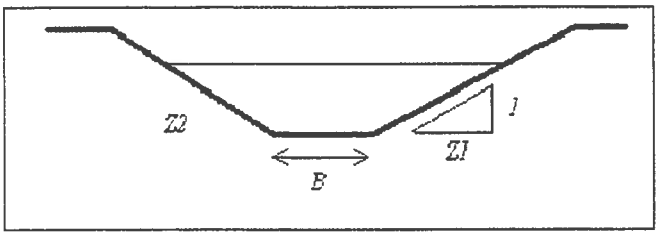
Soil Survey Area: Boulder County Area, Colorado
Survey Area Data: Version 11, Sep 22, 2014

APPENDIX D

DRAINAGE CHANNEL ANALYSIS

RATING CURVE FOR TRAPEZOIDAL CHANNEL





Bottom Width	B =	0.50	feet
Left Side Slope	Z1 =	2.00	ft/ft
Right Side Slope	Z2 =	2.00	ft/ft
Manning's n or SCS Retardance Curve	n =	0.030	
Longitudinal Slope	S =	0.0200	ft/ft

Flow Depth Y (ft)	Manning's Roughness n	Flow Area A (sq ft)	Wetted Perimeter P (ft)	Hydraulic Radius R (ft)	Flow Velocity V (fps)	Flow rate Q (cfs)	Froude Number Fr
0.10	0.0300	0.07	0.95	0.07	1.2	0.1	0.78
0.20	0.0300	0.18	1.39	0.13	1.8	0.3	0.85
0.30	0.0300	0.33	1.84	0.18	2.2	0.7	0.89
0.40	0.0300	0.52	2.29	0.23	2.6	1.4	0.92
0.50	0.0300	0.75	2.74	0.27	3.0	2.2	0.95
0.60	0.0300	1.02	3.18	0.32	3.3	3.3	0.97
	0.0300	0.00	0.50	0.00	0.0	0.0	0.00
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	0.0300	0.00	0.50	0.00	0.0	0.0	0.00
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	0.0300	0.00	0.50	0.00	0.0	0.0	0.00
	0.0300	0.00	0.50	0.00	0.0	0.0	0.00
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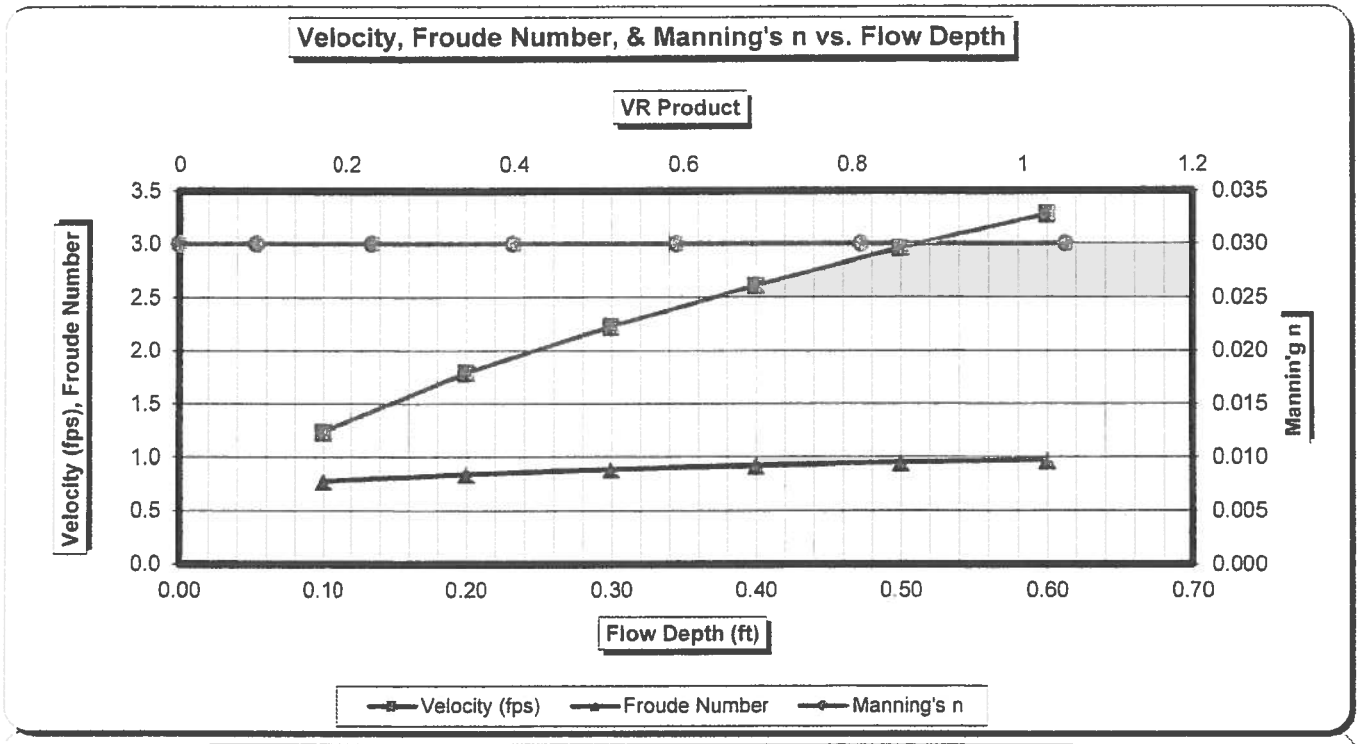
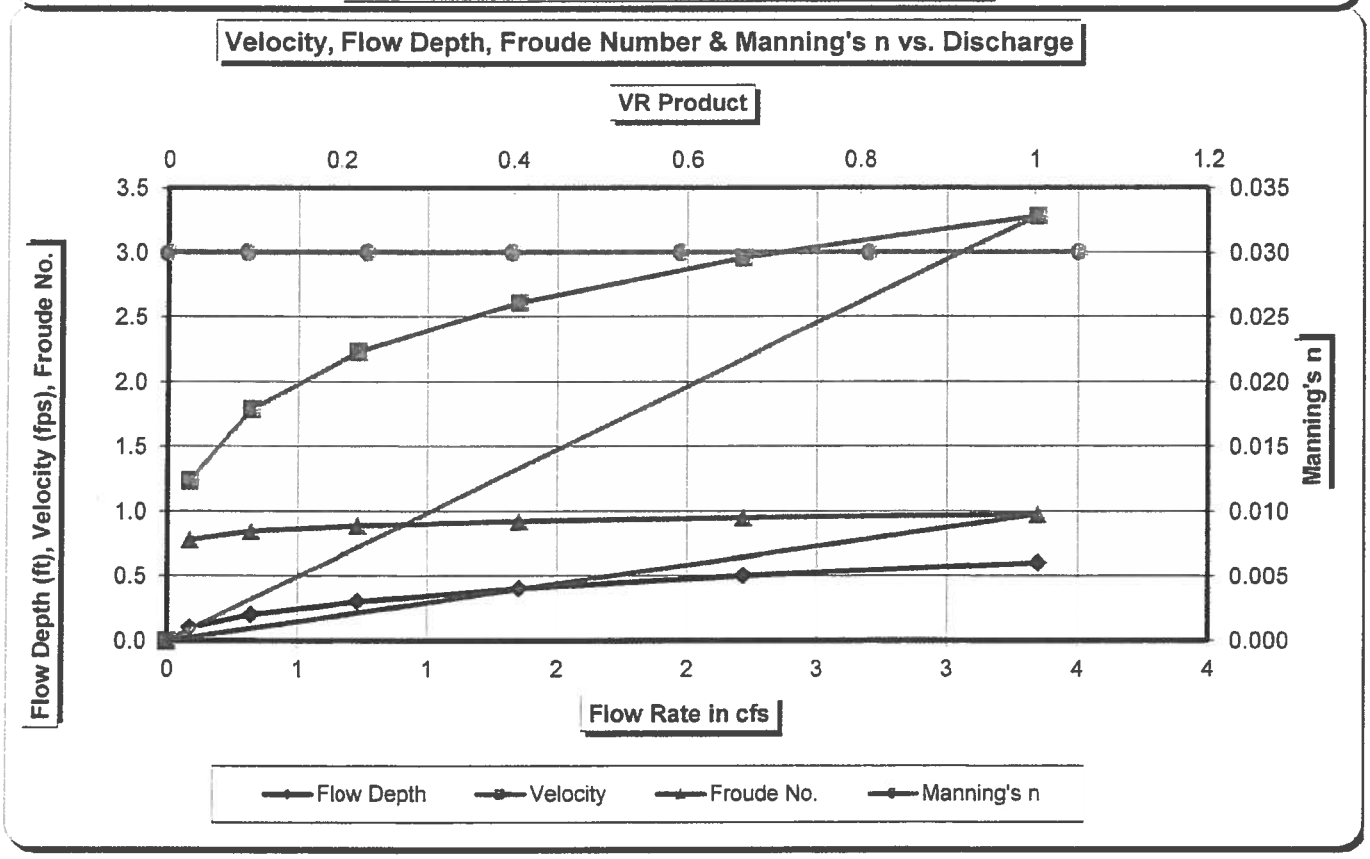
RATING CURVE FOR TRAPEZOIDAL CHANNEL





DESIGN REPORT

FOR

2nd & PARK SUBDIVISION AND PUD

304 2nd Avenue
Lyons, Colorado

PREPARED BY:

CORNERSTONE
ENGINEERING & SURVEYING, INC.

1692 Big Thompson, Suite 200
Estes Park, CO 80517
970-586-2458

JANUARY 13, 2016

1.0 SCOPE

This report is a design report for site development for the proposed 2nd & Park Subdivision and PUD, 304 2nd Avenue in Lyons, Colorado. Included herein:

1. Street Report.
2. Water Distribution System Report.
3. Sewer Collection System Report.
4. Request for Design Waivers.

2.0 PROJECT DESCRIPTION

The Project is located at the Northeast corner of 2nd and Park Avenue in Lyons Colorado, in the SE ¼ Section 18, T3N, R70W of the 6th P.M., Boulder County, Colorado.

The property address is 304 2nd Avenue and is currently Zoned B (Business) and was originally developed and occupied by Valley Bank and currently provides principal offices for two Lyons based businesses. The property comprises: a 29,890 sf (0.686 acre) triangular shaped lot; a single one story 2500 sf building with an attached and covered 3 bay drive-up customer service area; paved parking with 30 spaces; landscaping including 11 mature trees; two curb cuts on the 2nd Avenue frontage and one curb cut on Park Street which provides access to the drive-up lanes and parking lot; sidewalks in the right-of-way along the 2nd Avenue and Park Street frontages; sidewalks internal to the Site for pedestrian circulation. The southern portion of the existing parking lot is located within the 100 year flood plain. The southern curb of the existing parking lot currently extends approximately 10' into the Park Street right-of-way. This encroachment will be eliminated as part of the proposed development.

3.0 STREET REPORT

The proposed development is abutted to the west by 2nd Avenue, the south by Park Street and the east by Railroad Avenue. All vehicle access on and off the property will be onto 2nd Avenue.

2nd Avenue is a north south collector street providing access from US Highway 36 at the north end to Stone Canyon Drive at the south end.

2nd Avenue consists of one lane in each direction and is stop signed controlled at each end. 2nd Avenue provides semi direct access from the north to the Lyons Middle and High school, picking up local residential streets along the way.

Park Street is an east west local street off US Highway 36 at the east end to a dead end at the St. Vrain river at the west end. Park Street consists of one lane in each direction and is stop signed controlled at each end. Park Street provides to primarily residential area.

No new streets are proposed as part of the development plan. Currently 2 street cuts exist from the property onto 2nd Avenue with one street cut onto Park Street. The street access onto Park Street will be abandoned with the two accesses onto 2nd Avenue. The street access from the north parking lot will be narrowed from approximately 46 foot width to 24 foot width. The street access from the southern parking area is to be moved approximately 60 feet north of the current access moving further from the 2nd and Park Street intersection.

A geotechnical design with pavement design was prepared by Landmark Engineering, Inc. and has been submitted under separate cover with the development packet.

4.0 WATER DISTRIBUTION SYSTEM REPORT

Existing Water mains are located in 2nd Avenue and in Park Street adjacent to the proposed subdivision. No new water mains are proposed for the development. A water service exist from the water main in Park Street to the existing office building. The development proposes to install a new ¾" service from the existing main in 2nd Avenue to the existing office building. The new six residential units are proposed to be fed with service lines from the water main located in Park Street. The water service that currently serves the office building would be used for Lot 2. Lots 3 through 7 would have new water services installed from the main located in Park Street. We are proposing to limit the number of street cuts in Park Street for the new service lines. By having only two street cuts the proposed service for Lot 2 would be connected in front of Lot 3 requiring it to be laid parallel to the property line for approximately 20 feet.

The calculated water consumption requirement for 6 new residential units at 400 gallons per day per unit is 2400 gallons per day (15 gallons per minute per unit requires a peak demand of 90 gallons per minute consumption).

Two fire hydrants are currently located within 250 feet of the furthest point of all existing and propose structures. One fire hydrant is located at the southeast property corner. The second fire hydrant is located across 2nd Avenue from the southwest property corner. The fire flow requirements for the existing commercial structure is 3500 gallons per minute with a fire flow requirement for the residential units of 1500 gallons per minute.

5.0 WASTEWATER COLLECTION SYSTEM REPORT

A new sewer main running east/west is proposed to be located in the south parking area. The new sewer main will connect to the existing sewer main located in 2nd Avenue with a new manhole. The east end of the new sewer main will terminate at the east side of the parking area. The office building and each residential unit will connect to the new sewer main with its own service line. The new main is proposed to be 168 lf of 8" SDR 35 with a 0.40% slope.

The anticipated loading on the sewer main:

- 3.5 persons per unit x 100 gallons per person per day x 6 units = 2100 gpd
- Commercial 300 gallons per day/ 1000 BLD sf x 2500 sf building = 750 gpd
- Total combined loading is 2850 gpd.
- Assuming total loading over 2 hour period = 24 gallons per minute

Sewer main capacity of 8" diameter pipe at 0.4% slope flowing 75% full is 40 gallons per minute with a flow velocity of 0.32 feet per second.

REQUEST FOR DESIGN VARIANCE

1) In order to minimize the number of street cuts in Park Street for water service connection, we here by request a variance to run the water service parallel to the south property line for the service to Lot 2. This will require installing approximately 20 linear feet parallel with the property line as opposed to running perpendicular to the property line.

2) Based on the traffic analysis submitted with the preliminary design showing no estimated increase in traffic flows from the historic use, we here request no additional traffic analysis be required.

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Instrument to Ensure Affordable Homeownership in Perpetuity
Executive Summary
5/9/16

This report is designed to give an executive summary of Habitat for Humanity of the St Vrain Valley's work to draft and propose an instrument that would ensure long term affordability of homeownership units at the Valley Bank Property as well as other replacement housing projects that may come forward afterward within the Town of Lyons.

Work to Date: Thus far we have worked with our counterparts at Flatirons Habitat for Humanity, a consultant at Burlington Associates who has helped us think through various instruments and with the City of Boulder. Very early on we recognized that there was a very large and well established instrument in place that ensure affordability in perpetuity within a homeownership model. This is the instrument that the City of Boulder uses called the Limitations on Resale Price and Buyer Income and an original and revised version of this document is attached. Over 800 properties within the City of Boulder are under The City of Boulder's affordable homeownership program. While we analyzed options we also remained mindful that neither Habitat for Humanity nor the Town of Lyons have an appetite for programs that require routine administrative maintenance as neither of us have a revenue source to support that. Therefore, it is Habitat's goal to provide an instrument that speaks very clearly and forces compliance with as little oversight as possible while giving the Town of Lyons as much ability to react to future events as they deem necessary. I believe it would also be wise for us to consider that additional scrutiny on this first instrument may pay dividends if other projects come forward as it can be simply replicated.

Advantages of adopting an instrument that mirrors substantially the City of Boulder's program:

1. With over 800 properties within this program, local and institutional lenders are very familiar with this product and feel comfortable lending to someone with this Covenant running with the land. If an instrument is adopted that is materially different from other mainstream instruments, there is a risk that lenders will view it as uncertain and be hesitant to lend especially since there would be so few units under a materially different covenant. While the initial buyer will be underwritten by Habitat for Humanity this is a future consideration.

2. Similar to item 1, by maintaining something similar to the Boulder model we ensure that there is local expertise that can be consulted with in launching and administering this in the future.

3. Two other strategies to ensure affordability are a Community Land Trust or a Ground lease. In these two strategies the homeowner only legally owns the improvement and not the land. These are two very effective ways of ensuring affordability restrictions remain in force. However, in these cases it would require some entity to own the land which would require more administration, oversight, and some

expenses to insure the land against liability. As a result, these strategies are not being recommended and are not how the property is being proposed for development.

After studying the program it seems clear that the Town of Lyons may want to have a say in certain aspects of this agreement. I have listed some for consideration as a summary although reading through the revised document may reveal others:

1.) Rights to improve: While a homeowner is allowed to do any capital improvement that the Town allows for their own personal enjoyment, the covenant speaks to what is allowable for the purpose of a possible Resale Price Formula. In the City of Boulder the City Manager publishes a list of "Eligible Capital Improvements". This represents a list of improvements that an owner can invest in and the amount of that investment will be calculated into the process that the owner can sell their house for when they sell. If an improvement is not eligible it cannot be added to the ReSale Price and recouped. It is important to note that the Resale Price Formula accounts for some level of appreciation by using the appreciation in the Consumer Price Index not to exceed 3.5% or go below 1% so there is an appreciation factor. Perhaps more importantly, the characteristics of the development seem to be such that significant capital improvements are not possible. For example, this plan does not easily allow for more additions on the property to any of the buildings. If the Town does want to provide for eligible improvements then it would require some sort of administration to identify periodically what those eligible improvements would be and answer any questions from existing homeowners. The option being initially proposed is to indicate that the Town can add a list of eligible improvements from time to time, but at the time of this writing there are none.
2.) Transfer Rights: The existing Covenant lists 6 ways that a homeowner may transfer title to another individual without going through the Resale process. I would ask that the Town review this list to see if this is something they want to revise.
3.) Good Faith Marketing and Selection Process: The Covenant indicates that a seller has to adhere to "a selection model that will satisfy the requirements for fair marketing and selection". Appendix A contains the City of Boulder's Selection Model as an example. As I read through it there seems to be room to simply adjust this to reflect the Town's Initial Preference Policy with possibly a revision to eliminate Flood Impacted given the likelihood of an individual falling into that category becoming less likely over time.
4.) Areas that may warrant further exploration:
    a. Domestic Partner: The language currently speaks to domestic partners being "registered". Need to understand better how to do this for purposes of ownership while keeping it simple to administer
    b. Asset Limits: There are asset limits that come into play. At the point of sale these will need to be defined.
    c. Foreclosure: In the event of foreclosure the City of Boulder's covenant has, in essence, an extinguishment clause (Section 9, 2nd Paragraph) should the City or Habitat not exercise its right to purchase. This would then allow the lender to sell the property to a non-qualified buyer. The City would recoup an amount above the Resale Price Limit, but the property would then be market rate. The best scenario in terms of keeping the lot affordable is either Habitat or the Town purchase the property and then sells it to a qualified buyer through a lender. This would allow for the Town or Habitat to be paid back with some transaction and administrative costs, but most

importantly keep the property as affordable. Eliminating this extinguishment language may be a material enough difference that lenders do not lend on the property.

Other example documents of the program:

Additional Deed of Trust and Note: The City of Boulder provides an additional instrument in the form of a $10 Deed of Trust that goes along with the Covenant. They have found that this simply gives the City one more instrument to exercise their rights in the event of a foreclosure with an institutional lender. We have not fully reviewed or drafted changes to this document.

Memorandum of Acceptance of Covenant: They also provide a document called "Memorandum of Acceptance of Covenant". This is a one page simple language form that an Owner or New Buyer would sign along with the Covenant. It is designed to be easier to absorb than the full Covenant. The City of Boulder still encourages consultation with an attorney as they review the Covenant, but this form alerts the potential Buyer to the main restrictions they will see in the Covenant. We have not fully reviewed or drafted changes to this document.

Homeownership Capital Improvement/Capital Update Credit and Maintenance Policy: As alluded to the City of Boulder provides a list of improvements that a homeowner can get approved and that improvement will then be counted in their ReSale Price should they choose to sell.

Finally, it should be noted that this report represents the opinion of the Executive Director of Habitat for Humanity and his work on this matter. The changes and edits within this document have not be subjected to a legal review which would be prudent before anything is finalized.

Appendix A
City of Boulder's current Selection Process

- Homes have a required 30-day marketing period (Our draft suggest 60 days). At the end of the marketing period, a selection process is conducted. During the 30-day marketing period, prospective buyers view the home. Interested households submit a Selection Process Entry Form. If more than one household has submitted a form, a fair selection process is conducted and households are grouped into the following tiers:
    - #1 - live + work + certified with the program for one year or more (we would not have people certified prior to a sale, this would suggest maintaining a list of qualified buyers which is an unnecessary burden)
      #2 - live + work
      #3 - work + certified with the program for one year or more
      #4 - work only
      #5 - live + certified with the program for one year or more
      #6 - live only
      #7 - does not live or work in the City of Boulder + certified with the program for one year or more
      #8 - does not live or work in the City of Boulder + certified for the program for less than one year
- The household in the highest tier will have the first opportunity to make an offer on the home. If they pass, the opportunity falls to the person in the next highest tier, and so on. If there is more than one household in a particular tier, a lottery will take place among those in the tier. At the end of the selection, everyone who entered will be ordered based on their tier and any lottery within a tier.
- If a home does not go under contract at the end of the 30-day open marketing period and fair selection process, the home is considered "Available." At this point, a program certified buyer could immediately offer a contract, regardless of their preference ranking.

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Habitat For Humanity of the St Vrain Valley's (HFHSVV) Priority Selection for the 304 2nd Avenue property in Lyons, Colorado

This Section describes the targeting that shall be applied in the selection of residents under the 304 2nd Ave. property, otherwise known as the 2nd and Park Development. All priority selection must comply with non-discrimination, equal opportunity, and Fair Housing requirements, and the Development's Affirmative Fair Marketing Plan must demonstrate what efforts will be taken to prevent a disparate impact or discriminatory effect on protected classes.

Applicants with priority are selected via a selection process carried out by HFHSVV and receive an opportunity for an available unit earlier than those who do not have priority. Preferences affect only the order of applicants who are ultimately deemed eligible as a result of HFHSVV's selection process. They do not make anyone eligible who was not otherwise eligible, and they do not change HFHSVV's right to apply or modify the Homeowner selection criteria found elsewhere in this plan.

HFHSVV shall inform applicants about available priority selection, and provide an opportunity for applicants to show that they qualify for available priority selection.

Promotion of and Methodology for Selection:

HFHSVV, as a regulated lender, conducts its Homeowner Selection process as follows. This is a high level summary of the process:

- HFHSVV opens its selection process and make applications available at the office for a specified period of time.
- An orientation is conducted where information is presented to prospective homeowners where applications are additionally available. If an individual is unable to attend the orientation they can arrange to meet with HFHSVV staff to review the information covered in the orientation.
- An application then must be completed and returned by a certain date to be considered.
- Background check, credit check, in home visit (if applicable) and interview (if applicable) are conducted
- Applicant(s) is alerted to their status as selected or not selected based on qualifications and availability
- HFHSVV selects up to an amount of applicants equal to the number of homes it is projected to build. In the case of the project in question this is six applicants. We do not maintain a "waiting list" for applicants who qualify, but for whom we do not project having a home to build

For this Project HFHSVV will conduct the Selection Process as follows:

- Selection Process Step 1:
    - Announce the application period open and have applications available at the office.
    - Hold an orientation meeting in Lyons, CO starting the selection process for the project. Promote this orientation as a required first step for any individual interested in consideration.
    - Promotion: It is our intention to announce and promote this selection through the following at a minimum:
        - Announcement in the Lyons Recorder and any other local papers

        - Announcement through Long Term Recovery Group and Lyons Emergency Assistance Fund directly to those impacted by the Disaster
        - Announcement to those who've identified themselves to HFHSVV as interested in this project
        - Promotion through normal channels for all other HFHSVV selection process
    - Restrictions: During this Selection Process only those who meet the requirements of Primary Priority will be eligible. As a regulated Lender we cannot deny anyone the opportunity to apply. As a result, all are able to apply, but only those meeting the Primary Priority shall be considered for selection
    - If 6 applicants complete the application, are deemed qualified and meet the requirements of Primary Priority then this will constitute the entire selection process. If fewer than 6 are selected, move to Selection Process Step 2
- Selection Process Step 2:
    - Same as Selection Process Step 1 except individuals who satisfy Primary, Secondary, or Tertiary priority can be selected. Priority selection policy will still apply in the order described above. Again, any individual can apply, but only applicants who satisfy one of those three preferences will be selected.
    - Between Selection Process 1 and 2, if 6 applicants are selected then this will constitute the entire selection process. If fewer than 6 in total are selected, move to Selection Process 3
- Selection Process Step 3:
    - Same as selection process 2 except individuals who do not satisfy Primary, Secondary, or Tertiary priority are able to be selected. The Priority Selection Policy will still apply in the order described above.

To apply for a Habitat home one must:

- Attend an orientation and follow-up meeting (**orientation attendance is a required part of the application process**)
- Turn in all paperwork, including financial document, on time
- Be available for an interview by the selection committee

* Applicants must be U.S. Citizens or Legal Permanent Residents

Applicant(s) must demonstrate a Housing Need (for example):

- Inadequate Housing
- Unsafe Neighborhood
- Housing is Temporary or Transitional

Applicant(s) must demonstrate a Willingness to Partner (for Example):

- Attend an orientation
- Turn in all paperwork on time
- Attend classes once selected
- Complete all “sweat equity” hours before moving into your home

Applicant(s) must demonstrate an ability to pay:

- Meet income guidelines
- be able to save $500-$1,000 for closing costs
- Have a debt to income ratio (that includes the Habitat Mortgage) at 41% or lower

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Habitat For Humanity of the St Vrain Valley's (HFHSVV) Preferences for the 304 2nd Avenue property in Lyons, Colorado

This Section describes the preferences that shall be applied in the selection of residents under the 304 2nd Ave. property, otherwise known as the Valley Bank housing development. All preferences must comply with non-discrimination, equal opportunity, and Fair Housing requirements, and the Development's Affirmative Fair Marketing Plan must demonstrate what efforts will be taken to prevent a disparate impact or discriminatory effect on protected classes.

Applicants with preferences are selected via a selection process carried out by HFHSVV and receive an opportunity for an available unit earlier than those who do not have a preference. Preferences affect only the order of applicants who are ultimately deemed eligible as a result of HFHSVV's selection process. They do not make anyone eligible who was not otherwise eligible, and they do not change HFHSVV's right to apply or modify the Homeowner selection criteria found elsewhere in this plan.

HFHSVV shall inform applicants about available preferences, and provide an opportunity for applicants to show that they qualify for available preferences.

In applying such preference(s), HFHSVV shall use the following priority categories in descending order and shall document the sources of information obtained to verify qualification for preferences:

1. Primary Preference(s). Preference for applicants displaced as a result of the flood disaster of September, 2013, and who maintained their primary residence in the Lyons Area at the time of the flood, where Lyons Area is defined as the 80540 zip code.
    a. Pursuant to the Disaster Relief Appropriations Act, 2013 (CDBG-DR), applicants who were displaced as a result of the Presidentially-declared disaster of September, 2013 shall be granted a preference for the Project.
2. Secondary Preference(s). Preference for applicants displaced as a result of the flood disaster of September, 2013.
    a. Pursuant to the Disaster Relief Appropriations Act, 2013 (CDBG-DR), applicants who were displaced as a result of the Presidentially-declared disaster of September, 2013 shall be granted a preference for the Project.
3. Tertiary preferences. These preferences are subordinate to the required preferences set forth above. Each of the preferences listed in subparagraphs (1) and (8) below shall have equal weight in determining the order of an applicant's placement as a result of HFHSVV's Selection Process
    a. Preference for local residents, students and employees. HFHSVV shall apply Local Preferences in determining the order of an applicant for selection. The following shall be eligible for the preference for local residents and employees.
        1) Current residents: A household in which one or more members is living within the Lyons Area at the time of application. Documentation of residency should be provided, such as rent receipts, utility bills, street listing or voter registration listing, or
        2) Municipal and School District Employees: Employees, and individuals with offers of employment, with the Town of Lyons and the St. Vrain School District, including without limitation teachers, maintenance staff, administrative personnel, firefighters, police officers, librarians or town hall employees, or

3) Owners and employees of Local Businesses: Owners and employees of businesses located in the Lyons Area, and individuals with offers of employment from businesses located in the Lyons Area, or

4) Owners and employees of remote businesses who work from home in the Lyons Area.

5) Individuals who are self-employed in Lyons Area.

6) Individuals who are over the age of 62, or disabled, who are seeking to move to Lyons to be in proximity of immediate family who already reside in the Lyons Area.

7) Households with children attending school within the Town of Lyons.

8) Households with individuals who are enrolled in training within the Lyons Area.

DRAFT

WHEN RECORDED MAIL TO:
Town Administrator
Town of Lyons,
PO Box 49
Lyons, CO 80540

SPACE ABOVE FOR RECORDER'S USE

LIMITATIONS ON

RESALE PRICE

AND

BUYER INCOME

Compliance with the provisions of this Covenant shall be deemed to be a requirement of title.

PERMANENTLY AFFORDABLE HOUSING COVENANT

This Permanently Affordable Housing Covenant ("Covenant") is entered into as of the _____ day of _____ , 2015, by and between **«BuyerName»** ("Grantor"), and the Town of Lyons, Colorado, a Colorado home rule Town ("Town" or "Grantee").

This Covenant applies to the real property commonly known as **«Address»**, which is more fully described as, **«LegalDescription»**, and incorporated by this reference herein ("Property").

RECITALS

WHEREAS, the Town has provided funds and/or development incentives to develop this Property; and

WHEREAS, the Grantor has benefited from these funds and/or development incentives; and

WHEREAS, the intent of the Town in providing these funds and/or development incentives is to preserve the affordability of the Property for persons with incomes below 60% of Area Median Income; and

WHEREAS, subsequent purchasers will benefit from the limitation on the purchase price which this Covenant requires; and

WHEREAS, the intent of the Grantor is to preserve through this Covenant the affordability of the Property for persons with incomes at or below 60% of Area Median Income, and to assign to the Town the right to enforce compliance with this Covenant.

NOW THEREFORE, in consideration of the benefits received by the parties, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. <u>Definitions</u>

The following terms shall have the following meanings herein:

A. "Area Median Income" means the Area Median Income reported annually for single persons and households of various sizes by the United States Department of Housing and Urban Development, or by any successor United States Government department, agency, or instrumentality, for the metropolitan statistical area which includes the Town of Lyons, Colorado.

B. "CPI-U" means the most recent United States Department of Labor (Bureau of Labor Statistics) Consumer Price Index for All Urban Consumers for the consolidated metropolitan statistical area which includes the Town of Lyons. In the event that the CPI-U is substantially changed, re-named, or abandoned by the United States Government, then in its place shall be substituted the index established by the United States Government that most closely resembles the CPI-U.

C. "Domestic partner" means a person who has been duly registered with the Lyons Town Clerk or other designated Town of Lyons official as a domestic partner of the Owner pursuant to the provisions of the Lyons Revised Code. (should we reference a County designation here?)

D. "Eligible Buyer" means a person who is income certified by the Town or its agent and qualified as described in paragraph 3.A. hereof.

E. "First Deed of Trust" means a deed of trust or mortgage which is recorded senior to any other deeds of trust or liens against the Property to secure a loan made by an Institutional Lender used to purchase the Property by an Eligible Buyer. The "First Deed of Trust" does not include any subsequent deeds of trust for refinancing or increasing the debt encumbrance on the property, or any deed of trust made by a person who is not an Eligible Buyer.

F. "HUD" means the United States Department of Housing and Urban Development.

G. "HUD Low Income Limit" means the maximum gross household income which allows a household to be considered "low income" for the purposes of HUD financial assistance. These limits are reported annually by HUD and reflect the low income limit for a particular area.

H. "Income" means the definition of income under Section 8 of the United States Housing Act of 1937, codified at 42 U.S.C.S. § 1437a(b)(1990), as further determined by the United States Secretary of Agriculture in 24 CFR § 813.106 (1997). In the event that Section 8 is repealed or the definition of income under Section 8 is substantially modified, then "income" shall mean the anticipated total income for the next twelve month period received from all sources by each member of the household, excluding, however, temporary or non-recurring income (including gifts), income from the employment of children under age 18, payments for the care of foster children or foster adults, and amounts received specifically for the reimbursement of medical expenses for a member of the household.

I. "Institutional Lender" means any bank, savings and loan association, or any other institutional lender which is licensed to engage in the business of providing purchase money mortgage financing for residential real property.

J. "Owner" means the Grantor and any subsequent buyer, devisee, transferee, grantee, owner or holder of title of the Property or any portion of the Property.

K. "Primary Residence" means the residence which the Owner occupies for a minimum of ten (10) full months out of every calendar year.

L. "Real Property" means land and improvements or common interest ownership and improvements.

M. "Transfer" means any sale, assignment or transfer, voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest (except for a lease allowed by Paragraph 13 hereof), or any interest evidenced by a land contract by which possession of the Property is transferred and Owner retains title.

2. Requirement of Title

Compliance with the provisions of this Covenant shall be deemed to be a requirement of title. This property may not be transferred to anyone other than an Eligible Buyer. Eligible Buyers must have a current and valid income certification from the Town or its agent in order to be eligible to purchase the Property.

3. Eligible Buyers

A. The Town or its agent shall solicit a list of buyers who are income certified to buy the Property upon notification from an Owner of their intent to sell. With the exceptions listed below, title to the Property may only be transferred to a person who has been certified by the Town, meets the Town's asset limits, and has been qualified by an Institutional Lender for a mortgage to be used to buy the Property. In order to qualify, a buyer's projected income may be **not more than 60% of the Area Median Income for the** Lyons- Primary Metropolitan Statistical Area, adjusted to reflect the family size of the buyer or buyers. If the Property is sold jointly to more than one buyer in the same transaction, or if the Property is sold to a buyer who is married or who has a domestic partner, or if the Property is sold to one or more buyers who have the custody of children under the age of eighteen, then (a) the buyer or buyers shall be considered to be a household for the purposes of this Covenant; (b) the income of all persons in the household (which will include each buyer of the Property, the spouse or domestic partner of the buyer, and all buyer's children who are age eighteen or older) shall be used in determining the buyer's(') income; and (c) the Area Median Income shall be adjusted to reflect the household's size.

B. The following transfers are exceptions to the above requirement, provided that the new Owners, other than an estate, shall use the Property as his or her principal residence:

i. A transfer resulting from the death of an Owner where the transfer is to the spouse or domestic partner who is also an Owner.

ii. A transfer to the Owner's estate following his or her death for the purpose of administering the estate and distributing the assets thereof during a limited period of time.

iii. A transfer resulting from the death of an Owner when the transfer is to one or more children of the deceased Owner.

iv. A transfer by an Owner where the spouse or domestic partner of the Owner becomes the co-owner of the Property.

v. A transfer resulting from a decree of dissolution of the marriage or legal separation or from a property settlement agreement incidental to such a decree by which a spouse who is an Owner becomes the sole Owner of the Property.

vi. A transfer directly resulting from a termination of a registered domestic partnership by which a domestic partner who is an Owner becomes the sole Owner of the Property.

4. Good Faith Marketing and Selection Process

The Owner shall engage in a good faith marketing effort such that members of the public have a fair chance to become informed of the availability of the Property. The Town shall be notified in writing of the Owner's interest in transferring the title to the Property ("Intent to Sell Notice") at least ninety (90) days before any transfer is effected as well as be provided with a written good faith marketing plan which shall include without limitation the date the marketing period begins and the distinct elements of the good faith marketing effort. . The Property shall be marketed for a minimum of sixty (60) days. Proposed contracts-to-purchase may be submitted during the marketing period. However, no contract-to-purchase can be executed until the mandatory sixty (60) day marketing period has expired. When a proposed contract-to-purchase is received by the Owner, a copy of the contract shall be submitted to the Town or its agent within two (2) business days. The Town or its agent will certify those persons who have applied to it or have a proposed contract-to-purchase who have been determined by the Town or its agent to be eligible in income, and who have reviewed the provisions of this Covenant and expressed their willingness to accept them. The Owner shall maintain a marketing log that shows the advertisements and other information that was submitted to the public about the Property and keep a list of prospective buyers who have expressed an interest in the Property. Upon the expiration of the marketing period, if only one contract was received, the Owner may select that offer but only if the prospective buyer has been income certified by the Town or its agent. If more than one contract has been received, the Owner shall utilize a fair selection process, which may require specific preferences, approved by the Town or its agent.

Upon request, the Town of Lyons or its agent will provide a selection process model which, if followed, will satisfy the requirement for fair marketing and selection.

5. Resale Price Limit

A. The Grantor purchased the Property for **«CovenantAmount»**.

B. (1) The Property may not be transferred for more than an amount calculated in accordance with this Paragraph 5B, as follows:

(i) Start with the contracted purchase price approved by the Town or its agent which the Grantor or subsequent Owner paid for the Property,

(ii) Each year multiply the original purchase price by the percentage change in the most recent CPI-U or in the most recent Area Median Income whichever is less--up to a maximum increase for any given year of 3.5 percent or a minimum increase for any given year of 1.0 percent,

(iii) Each year add the product of the multiplication described in (ii) to the original purchase price,

(iv) Add the cost of Eligible Capital Improvements that have been approved by the Town or its agent up to the time of transfer. At the time of this covenant there are no identified Eligible Capital Improvements. The Town may elect to add Eligible Capital Improvements in the future. In the event that an Eligible Capital Improvement List is populated, the Owner must submit to the Town or its agent in advance a request for approval of any proposed Capital Improvement, in order for that improvement to be eligible

(v) Deduct the amount of any Excessive Damage Assessment, as described in Paragraph 5(B)(3),and

(vi) Add the amount of the sale commission paid by the Owner, provided that this amount may not exceed 2.5%.

(vii) But the amount set forth in Paragraph (a) above shall be a floor amount, and the Owner shall not be required to sell below such amount, unless the unit appraises for less.

(viii) Finally a transfer fee will be taken out of proceeds of sale which will be paid to the Town of Lyons to pay for the administration of this affordable housing program,. This Transfer Fee will be **$2,000** as of **x/x/x** and will increase each year by multiplying the original transfer fee as of **x/x/x** by the percentage change in the most recent CPI-U or in the most recent Area Median Income whichever is less--up to a maximum increase for any given year of 3.5 percent or a minimum increase for any given year of 1.0 percent. The Town, at its sole discretion can waive or alter this fee downward if they believe it is an impediment to the successful completion of a sale of the property. (this added fee was suggested by the City of Boulder and is something they are considering so that they will have a revenue stream to help cover the cost of their administration during sales).

(2) Nothing in this Covenant shall prohibit an Owner from making an improvement to the Property which does not qualify as an Eligible Capital Improvement. However, only Eligible Capital Improvements may be included in the calculation of the Resale Price Limit, as set forth herein.

(3) Shortly before the Resale Price Limit is determined, the Town or its agent shall have the right to inspect the Property to determine whether the Owner has complied fully with the maintenance obligations set forth in Paragraph 11 hereof and to confirm that the Eligible Capital Improvements have been completed in a workmanlike manner and the reasonable value thereof. If, after such an inspection, the Town or its agent determines in its judgment that the Owner has not fully complied with this obligation, the Town or its agent shall determine in its judgment the cost to complete such repairs, replacements, and other work necessary to restore the Property to a good, safe and habitable condition in all respects, and to bring it into full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Property. This amount shall be called the Excessive Damage Assessment, and it shall be included in the calculation of the Resale Price Limit.

(4) If the Owner reasonably disputes the Town's determination of the amount of an Eligible Capital Improvement or of an Excessive Damage Assessment, the Owner may request that the dispute be arbitrated. The Owner shall choose the arbitrator from a list provided by the Town, and the arbitration shall be conducted in accordance with the applicable rules of the American Arbitration Association, or of any similar successor organization. The decision of the arbitrator shall be final and binding upon the parties. The Owner shall pay for all costs of the arbitration, whatever the arbitrator's decision may be.

C. Nothing in this Covenant represents or guarantees that the Property will be re-sold at an amount equal to the Resale Price Limit. Depending upon conditions affecting the real estate market, the Property may be re-sold for less than the Resale Price Limit.

6. Town's Purchase Right.

In order to preserve the affordability of the Property for persons with incomes below 60% of Area Median Income, upon receipt of an Intent to Sell Notice from the Owner, the Town shall have the right to purchase the Property ("Purchase Right") at the Resale Price Limit as calculated in Paragraph 5, but not including any sales commission mentioned in Paragraph 5.A.(1)(vi).

If the Town elects to purchase the Property, it shall exercise the Purchase Right by notifying the Owner, in writing, of such election ("Notice of Exercise of Right") within sixty

(60) days of the receipt of the Intent to Sell Notice, or the Purchase Right shall expire. Having given such notice, the Town may either proceed to exercise the Purchase Right directly by purchasing the Property, or may assign the Purchase Right to an eligible buyer. In either case, the Town or its assignee shall enter into a contract to purchase the property within seven (7) days of exercising the Purchase Right. The purchase (by the Town or the Town's assignee) must be completed within ninety (90) days of the Town's Notice of Exercise of Right, or the Owner may sell the Property as provided in Paragraph 4 above. The time permitted for the completion of the purchase may be extended by mutual written agreement of the Owner and the Town.

If the Town assigns its Purchase Right to an eligible buyer, the Resale Price Limit shall include the Transfer fee described in section 5.b.viiias necessary to cover the administrative costs of assigning its Purchase Right and the Town shall be entitled to these additional sales proceeds in order to cover the administrative costs associated with assigning its Purchase Right.

If the Purchase Right has expired or if the Town, or its assignee, has failed to complete the purchase within the period allowed above, the Owner may sell the Property according to Paragraph 4 for no more than the Resale Price Limit as calculated according to Paragraph 5.

7. Complete Consideration Stated on Deed

The complete consideration for any transfer of the Property shall be stated on the deed transferring title, including, but not limited to, the complete purchase price, loan origination fees and commissions, but excluding appraisal fees and title insurance premiums.

8. s Right to Acquire Owner's Interest

Substituting the Habitat Specific language given to me by The City of Boulder. They did not have a copy of one in the time I needed it.This part is section A:

> A: In order to preserve the affordability of the Property for persons of low income, upon receipt of an Intent to Sell Notice from the Owner, or actual notice that the Owner is attempting to sell the Property, the Town and Habitat for Humanity of the St Vrain Valley ("HFHSVV") shall each have the right to purchase the Property ("Purchase Right") at the Resale Price Limit as calculated in Section 7, but not including any sales commission mentioned in Section 7.A(1)(vi).
>
> If the Town or the HFHSVV elects to purchase the Property, it shall exercise the Purchase Right by notifying the Owner and the other party (Town or HFHSVV), in writing, of such election ("Notice of Exercise of Right") within sixty (60) days of the receipt of the Intent to Sell Notice, or the Purchase Right shall expire. Having given such notice, the Town or the HFHSVV may either proceed to exercise the Purchase Right directly by purchasing the Property, or may assign the Purchase Right to an eligible buyer. In either case, the Town or its assignee, or HFHSVV or its assignee shall enter into a contract to purchase the property within seven (7) days of exercising the Purchase Right. The purchase (by the Town or the Town's assignee, or HFHSVV or its assignee) must be completed within ninety (90) days of the Notice of Exercise of Right, or the Owner may sell the Property as provided in Section 4 above. The time permitted for the completion of the purchase may be extended by mutual written agreement of the Owner and the Town or HFHSVV, whichever has exercised its Purchase Right.
>
> If both the Town and HFHSVV submit a Notice of Exercise of Right, HFHSVV shall be given priority and HFHSVV shall have the first opportunity to purchase the Property. If HFHSVV does not enter into a contract to purchase the Property within seven (7) days of its Notice of Exercise of Right, the Town shall have an additional seven (7) days, for a total of 14 days from HFHSVV's Notice of Exercise of Right, in which to exercise its right to purchase by entering into a contract to purchase the Property. The purchase by the Town or the Town's assignee must be completed within ninety (90) days from the Town's Notice of Exercise of Right.
>
> If the Town assigns its Purchase Right to an eligible buyer, the Resale Price Limit shall be increased by the amount set annually by the Town manager as necessary to cover the administrative costs of assigning its Purchase Right and the Town shall be entitled to these

additional sales proceeds in order to cover the administrative costs associated with assigning its Purchase Right.

If the Purchase Right has expired or if the Town (or its assignee) or HFHSVV (or its assignee), has failed to complete the purchase within the period allowed above, the Owner may sell the Property according to Section 4 for no more than the Resale Price Limit as calculated according to Section 7.

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B: The Owner agrees that he or she will give immediate notice to the Town upon the first to occur of: (i) the date any notice of foreclosure is provided to the Owner or any foreclosure is commenced against the Property under the First Deed of Trust, or (ii) the date when Owner becomes twenty-one (21) days late in making a payment on any indebtedness encumbering the Property required to avoid foreclosure of the First Deed of Trust.

C: At any time within sixty (60) days after receipt of any notice described in Paragraph 8A above, the Town may (but shall not be obligated to) proceed to make any payment required in order to avoid foreclosure or to redeem the Property after a foreclosure. Upon making any such payment, the Town shall succeed to all rights of the Owner to the Property and shall assume all of the Owner's rights and obligations under the First Deed of Trust, subject to the terms of this Covenant. In such event the Owner shall forthwith quit the Property and relinquish possession thereof to the Town.

C. The Owner may redeem his or her interest in the Property by payment to the Town of all sums paid by the Town in connection with the first deed of trust and all other sums reasonably expended by the Town in relation to the Property, plus eighteen percent (18%) simple interest from each date of expenditure. This redemption may only occur within one of the following time periods from the date when the Town made the first of any payments due pursuant to Paragraph 8A, whichever period is longer: twelve (12) months; or the period of time allowed by Section 38-38-302 C.R.S., or any successor statute, for redemption by the foreclosed-upon Owner of real property that has been sold pursuant to the foreclosure of a deed of trust or mortgage. As of the date of such redemption, the Owner shall re-assume all of his or her rights and obligations under the first deed of trust. At the end of such twelve (12) month period, if the Owner's interest has not been so redeemed, all right, title and interest of the Owner in the Property shall be extinguished, and the Owner shall execute a quit claim deed to the Town to evidence transfer of title to the Town. If the Owner fails or refuses to execute such a deed after being sent a written request therefor by the Town, the Town may execute it on behalf of the Owner as the Owner's attorney-in-fact. But prior to executing such a deed, the Town shall pay to the Owner the downpayment made by the Owner plus any reduction made by the Owner in the principal amount of the loan, plus the cost of any Eligible Capital Improvement, minus the Town's costs to the date of execution of the deed

9. <u>Partial Subordination of Covenant to First Deed of Trust and Covenant as Deed of Trust</u>

With the exception of the Town or HFHSVVs rights under Paragraph 8, the provisions of this Covenant shall be subordinate only to the lien of a First Deed of Trust to secure a loan to purchase the Property made by the Institutional Lender of the First Deed of Trust. This Covenant shall not impair the rights of such Institutional Lender, or such lender's assignee or successor in interest, to exercise its remedies under the First Deed of Trust in the event of default by Owner; these remedies include the right to foreclose or exercise a power of sale or to accept a deed or assignment in lieu of foreclosure. However, the above notwithstanding, the Institutional Lender, its assignee, or successor in interest may not exercise any remedies under the First Deed of Trust because the Town or HFHSVV has exercised any of its rights under Paragraph 8. In the event that the Town or HFHSVV has not assumed the Owner's interests pursuant to Paragraph 8 and a foreclosure is initiated by the beneficiary of the First Deed of Trust, the Town or HFHSVV's rights in the foreclosure - including without limitation the right of redemption under Section 38-38-303 C.R.S. or any successor statute - shall be the same as if it were the beneficiary of a second deed of trust. The amount of the debt secured by such a second deed of trust shall be considered to be the difference between the

Resale Price Limit in effect immediately before the notice of election and demand for sale was filed with the public trustee and the fair market value of the Property as of that same time. The fair market value of the Property may be determined by an appraiser selected by the Town or HFHSVV who is a Member of the Appraisal Institute ("M.A.I.") or a person with equivalent expertise.

After such foreclosure, sale or acceptance of deed in lieu of foreclosure, this Covenant shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, that if and when the Property is sold through foreclosure, the Owner shall nevertheless remit to the Town or HFHSVV that portion of the net proceeds of the foreclosure sale, after payment of all obligations to the holder of the First Deed of Trust and foreclosure costs, which exceeds the Resale Price Limit that would have applied to the sale of the Property if the Covenant had continued in effect. This covenant shall automatically and permanently terminate upon foreclosure, acceptance of a deed-in-lieu of foreclosure by the mortgagee, or assignment of an Institutional Lender- insured mortgage to HUD.

10. Re-Financing of the First Deed of Trust

The Owner may only re-finance the First Deed of Trust only so long as the total amount of such debt recorded against the property, including the re-financing of the First Deed of Trust, does not exceed ninety-three percent (93%) of the Resale Price Limit in effect at the time of the re-financing of the Property. Such re-financing must be with an Institutional Lender.

11. Maintenance of Property

The Owner shall maintain the Property in good, safe, and habitable condition in all respects, except for normal wear and tear, and in full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Property. The Owner shall suffer no mechanics' liens to be recorded against the Property.

12. Use of Property as Owner's Primary Residence

The Owner shall use the Property as his or her primary residence. At or before the time when title is transferred to the Property, each new Owner shall certify to the Town or its agent in writing his or her intent to occupy the Property as his or her primary residence. Upon written request of the Town or its agent, the Owner shall provide the Town with such information as the Town or its agent may reasonably request to satisfy itself that the Property is being used as the Owner's primary residence.

13. Rental Conditions

A. The Owner may not rent or lease the entirety of the Property during the first five year period after taking title thereto. The Owner may rent or lease the entirety of the Property for no more than a period or periods of time aggregating one year out of every seven year period. (The five year period mentioned in the first sentence of this paragraph shall be considered to be part of the first seven year period.) At all other times, the only part of the Property which the Owner may rent or lease is a bedroom, subject to all requirements of Town ordinances concerning the renting of residential property.

B. The provisions of Paragraph 13A notwithstanding, if the Owner has notified the Town or its agent of his or her interest in selling the Property as required by Paragraph 4, and if title to the Property has not been transferred within one hundred twenty (120) days after the Owner started to make bona fide efforts to sell the Property, then the Owner may rent or lease the entirety of the Property for eighteen (18) months or until the time when the Property is transferred to the subsequent Owner, whichever occurs first. The period, if any,

during which the Owner leases or rents the Property shall not be considered part of any seven-year period mentioned in Paragraph 13A.

C. Any lease or rental agreement shall be in writing. Before the date when it becomes effective, a copy of the lease or rental agreement shall be provided to the Town or its agent, along with those documents which the Town or its agent finds to be reasonably necessary in order to determine compliance with this paragraph.

D. The provisions of this paragraph shall apply to all agreements under which any person (other than the Owner, his or her spouse, his or her domestic partner and dependent children or parents) occupies any part of the Property for any valuable consideration, whether that agreement is called a lease, rental agreement, or something else.

14. Enforcement of This Covenant

The Grantor and each Owner hereby grants and assigns the Town or its agent the right to review and enforce compliance with this Covenant. Compliance may be enforced by the Town or its agent by any lawful means, including without limitation specific performance and damages to reimburse the Town for its enforcement costs and to require the Owner to repay with reasonable interest any assistance received in connection with the home purchase and prohibit the Owner from retaining sales or rental proceeds, but such enforcement shall not include:

a. acceleration of the mortgage;

b. voiding a conveyance by the Owner;

c. terminating the Owner's interest in the property; or

d. subjecting the Owner to contractual liability other than that set forth above.

Venue for a suit enforcing compliance shall be proper in Boulder County, Colorado, and service may be made or notice given by posting such service or notice in a conspicuous place on the Property. As part of any enforcement action on the part of the Town, the Owner shall pay all court costs and reasonable attorney's fees incurred by the Town in connection with these claims, actions, liabilities or judgments, including an amount to pay for the time, if any, of the Town Attorney's office spent on such claims at the rates generally charged for similar services by private practitioners within the Town of Lyons.

15. Miscellaneous

A. This Covenant shall run with the land. It shall bind perpetually, and the benefit hereof shall inure perpetually to the Owner, his or her heirs, legal representatives, executors, successors in interest and assignees, and to the Town, its successors, designees, or assignees.

B. The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.

C. Any buyer or transferee of the Property or of any portion of or interest in the Property, by acceptance of a deed therefor, or by the signing of a contract or agreement to purchase the same, shall, by acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein.

D. Notices to the Town shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by the Town by like notice:

Town of Lyons, Colorado
P.O. Box 49
Lyons, CO 80540
Attn: Town Administrator

Notices to the Owner may be given in like manner addressed to the Property.

F. If any provision of this Covenant shall be held by a court of proper jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall survive and their validity, legality or unenforceability shall not in any way be affected or impaired thereby.

G. The captions of the paragraphs in this covenant are for convenience only and shall not be used to interpret the meaning of any provision hereof.

H. The conditions of this Covenant shall be interpreted so as to avoid speculation on the Property and to insure to the greatest extent possible that its purchase price and mortgage payments remain affordable in perpetuity to persons and families -with incomes below 60% of Area Median Income.

I. This Covenant is prior and superior to the Owner's right of a homestead exemption under Article XVIII, Section I of the Colorado Constitution and under Part 2, Article 41, Title 38 of the Colorado Revised Statutes or any successor statutes. The Owner waives his or her homestead rights to the full extent that they conflict with or impair the Town's rights and remedies under this Covenant.

J. The Town Administrator shall have the right to modify this covenant to deal with exigent circumstances.

IN WITNESS WHEREOF, Grantor has executed this Covenant as of the date first stated above.

GRANTOR

_____
«BuyerName»

_____
«BuyerName»

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by **«BuyerName»**, as Grantor.

Witness my hand and official seal.

My commission expires:

_____
Notary Public

(seal)

WHEN RECORDED MAIL TO:
Homeownership Program CoordinatorTown Administrator
CityTown of Lyonsof Boulder, Division of Housing
PO Box 79149
BoulderLyons, CO 8030680540

SPACE ABOVE FOR RECORDER'S USE

LIMITATIONS ON

RESALE PRICE

AND

BUYER INCOME

Compliance with the provisions of this Covenant shall be deemed to be a requirement of title.

PERMANENTLY AFFORDABLE HOUSING COVENANT

This Permanently Affordable Housing Covenant ("Covenant") is entered into as of the _____ day of _____ , 2015, by and between **«BuyerName»** ("Grantor"), and the CityTown of BoulderLyons, Colorado, a Colorado home rule cityTown ("CityTown" or "Grantee").

This Covenant applies to the real property commonly known as **«Address»**, which is more fully described as, **«LegalDescription»**, and incorporated by this reference herein ("Property").

RECITALS

WHEREAS, the CityTown has provided funds and/or development incentives to develop this Property; and

WHEREAS, the Grantor has benefited from these funds and/or development incentives; and

WHEREAS, the intent of the CityTown in providing these funds and/or development incentives is to preserve the affordability of the Property for persons of low or moderate incomewith incomes at or below 60% of Area Median Income; and

WHEREAS, subsequent purchasers will benefit from the limitation on the purchase price which this Covenant requires; and

WHEREAS, the intent of the Grantor is to preserve through this Covenant the affordability of the Property for persons of low or moderate incomewith incomes below 60% of Area Median Income, and to assign to the CityTown the right to enforce compliance with this Covenant.

NOW THEREFORE, in consideration of the benefits received by the parties, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

The following terms shall have the following meanings herein:

A. "Area Median Income" means the Area Median Income reported annually for single persons and households of various sizes by the United States Department of Housing and Urban Development, or by any successor United States Government department, agency, or instrumentality, for the metropolitan statistical area which includes the CityTown of BoulderLyons, Colorado.

B. "CPI-U" means the most recent United States Department of Labor (Bureau of Labor Statistics) Consumer Price Index for All Urban Consumers for the consolidated metropolitan statistical area which includes the CityTown of BoulderLyons. In the event that the CPI-U is substantially changed, re-named, or abandoned by the United States Government, then in its place shall be substituted the index established by the United States Government that most closely resembles the CPI-U.

C. "Domestic partner" means a person who has been duly registered with the BoulderLyons CityTown Clerk or other designated CityTown of BoulderLyons official as a domestic partner of the Owner pursuant to the provisions of the BoulderLyons Revised Code. (should we reference a County designation here?)

D. "Eligible Buyer" means a person who is income certified by the CityTown or its agent and qualified as described in paragraph 3.A. hereof.

E. "First Deed of Trust" means a deed of trust or mortgage which is recorded senior to any other deeds of trust or liens against the Property to secure a loan made by an Institutional Lender used to purchase the Property by an Eligible Buyer. The "First Deed of Trust" does not include any subsequent deeds of trust for refinancing or increasing the debt encumbrance on the property, or any deed of trust made by a person who is not an Eligible Buyer.

F. "HUD" means the United States Department of Housing and Urban Development.

G. "HUD Low Income Limit" means the maximum gross household income which allows a household to be considered "low income" for the purposes of HUD financial assistance. These limits are reported annually by HUD and reflect the low income limit for a particular area.

H. "Income" means the definition of income under Section 8 of the United States Housing Act of 1937, codified at 42 U.S.C.S. § 1437a(b)(1990), as further determined by the United States Secretary of Agriculture in 24 CFR § 813.106 (1997). In the event that Section 8 is repealed or the definition of income under Section 8 is substantially modified, then "income" shall mean the anticipated total income for the next twelve month period received from all sources by each member of the household, excluding, however, temporary or non-recurring income (including gifts), income from the employment of children under age 18,

payments for the care of foster children or foster adults, and amounts received specifically for the reimbursement of medical expenses for a member of the household.

I. "Institutional Lender" means any bank, savings and loan association, or any other institutional lender which is licensed to engage in the business of providing purchase money mortgage financing for residential real property.

J. "Owner" means the Grantor and any subsequent buyer, devisee, transferee, grantee, owner or holder of title of the Property or any portion of the Property.

K. "Primary Residence" means the residence which the Owner occupies for a minimum of ten (10) full months out of every calendar year.

L. "Real Property" means land and improvements or common interest ownership and improvements.

M. "Transfer" means any sale, assignment or transfer, voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest (except for a lease allowed by Paragraph 13 hereof), or any interest evidenced by a land contract by which possession of the Property is transferred and Owner retains title.

2. Requirement of Title

Compliance with the provisions of this Covenant shall be deemed to be a requirement of title. This property may not be transferred to anyone other than an Eligible Buyer. Eligible Buyers must have a current and valid income certification from the CityTown or its agent in order to be eligible to purchase the Property.

3. Eligible Buyers

A. The CityTown or its agent shall solicit maintain a list of buyers who are income certified to buy the Property upon notification from an Owner of their intent to sell. With the exceptions listed below, title to the Property may only be transferred to a person who has been certified by the CityTown, meets the CityTown's asset limits, and has been qualified by an Institutional Lender for a mortgage to be used to buy the Property. In order to qualify, a buyer's projected income may be not more than 60% **«AMICategory»** percentage points more than the HUD Low Income Limit for the Boulder**of the Area Median Income for the** Lyons-Longmont Primary Metropolitan Statistical Area, adjusted to reflect the family size of the buyer or buyers. If the Property is sold jointly to more than one buyer in the same transaction, or if the Property is sold to a buyer who is married or who has a domestic partner, or if the Property is sold to one or more buyers who have the custody of children under the age of eighteen, then (a) the buyer or buyers shall be considered to be a household for the purposes of this Covenant; (b) the income of all persons in the household (which will include each buyer of the Property, the spouse or domestic partner of the buyer, and all buyer's children who are age eighteen or older) shall be used in determining the buyer's(') income; and (c) the Area Median Income shall be adjusted to reflect the household's size.

B. The following transfers are exceptions to the above requirement, provided that the new Owners, other than an estate, shall use the Property as his or her principal residence:

i. A transfer resulting from the death of an Owner where the transfer is to the spouse or domestic partner who is also an Owner.

ii. A transfer to the Owner's estate following his or her death for the purpose of administering the estate and distributing the assets thereof during a limited period of time.

iii. A transfer resulting from the death of an Owner when the transfer is to one or more children of the deceased Owner.

iv. A transfer by an Owner where the spouse or domestic partner of the Owner becomes the co-owner of the Property.

v. A transfer resulting from a decree of dissolution of the marriage or legal separation or from a property settlement agreement incidental to such a decree by which a spouse who is an Owner becomes the sole Owner of the Property.

vi. A transfer directly resulting from a termination of a registered domestic partnership by which a domestic partner who is an Owner becomes the sole Owner of the Property.

4. Good Faith Marketing and Selection Process

The Owner shall engage in a good faith marketing effort such that members of the public have a fair chance to become informed of the availability of the Property. The CityTown shall be notified in writing of the Owner's interest in transferring the title to the Property ("Intent to Sell Notice") at least forty-five (45)ninety (90) days before any transfer is effected as well as be provided with a written good faith marketing plan which shall include without limitation the date the marketing period begins and the distinct elements of the good faith marketing effort. Upon receipt of such notice, the City shall notify the Owner of those persons who have been income certified by the City to buy the Property. The Property shall be marketed for a minimum of sixtythirty (3060) days. Proposed contracts-to-purchase may be submitted during the marketing period. However, no contract-to-purchase can be executed until the mandatory thirty (3060) day marketing period has expired. When a proposed contract-to-purchase is received by the Owner, a copy of the contract shall be submitted to the CityTown or its agent within two (2) business days. The CityTown or its agent will certify those persons who have applied to it or have a proposed contract-to-purchase who have been determined by the CityTown or its agent to be eligible in income, and who have reviewed the provisions of this Covenant and expressed their willingness to accept them. The Owner shall maintain a marketing log that shows the advertisements and other information that was submitted to the public about the Property and keep a list of prospective buyers who have expressed an interest in the Property. Upon the

expiration of the marketing period, if only one contract was received, the Owner may select that offer but only if the prospective buyer has been income certified by the CityTown or its agent. If more than one contract has been received, the Owner shall utilize a fair selection process, which may require specific preferences, approved by the CityTown manageror its agent.

Upon request, the CityTown of BoulderLyons or its agent will provide a selection process model which, if followed, will satisfy the requirement for fair marketing and selection. (NOTE: when you look at the selection process for Boulder, we could use what we are referring to as our preference policy. Since flood survivors are unlikely to be around when a second sale is made, we should tweak it just a bit to favor those living in Lyons at the time, etc.)

5. Resale Price Limit

A. The Grantor purchased the Property for **«CovenantAmount»**.

B. (1) The Property may not be transferred for more than an amount calculated in accordance with this Paragraph 5B, as follows:

(i) Start with the contracted purchase price approved by the CityTown or its agent which the Grantor or subsequent Owner paid for the Property,

(ii) Each year multiply the original purchase price by the percentage change in the most recent CPI-U or in the most recent Area Median Income whichever is less--up to a maximum increase for any given year of 3.5 percent or a minimum increase for any given year of 1.0 percent,

(iii) Each year add the product of the multiplication described in (ii) to the original purchase price,

(iv) Add the cost of Eligible Capital Improvements that have been approved by the CityTown or its agent up to the time of transfer. At the time of this covenant there are no identified Eligible Capital Improvements. The Town may elect to add Eligible Capital Improvements in the future. are only those improvements approved by the City manager in accordance with the City of Boulder Homeownership Capital Improvements Policy, published on an annual basis by the City manager. In the event that an Eligible Capital Improvement List is populated, Moreover, to qualify for an Eligible Capital Improvement the Owner must submit to the CityTown or its agent in advance a request for approval of any proposed Capital Improvement, as outlined in the City of Boulder Homeownership Capital Improvements Policy, and obtain that approval,in order for that improvement to be eligible

(v) Deduct the amount of any Excessive Damage Assessment, as described in Paragraph 5(B)(3),and

(vi) Add the amount of the sale commission paid by the Owner, provided that this amount may not exceed 2.5%.the maximum allowable sales commission published by the City manager on an annual basis.

(vii) But the amount set forth in Paragraph (a) above shall be a floor amount, and the Owner shall not be required to sell below such amount, unless the unit appraises for less.

(viii) Finally a transfer fee will be taken out of proceeds of sale which will be paid to the Town of Lyons to pay for the administration of this affordable housing program, This Transfer Fee will be **$2,000** as of **x/x/x** and will increase each year by multiplying the original transfer fee as of **x/x/x** by the percentage change in the most recent CPI-U or in the most recent Area Median Income whichever is less--up to a maximum increase for any given year of 3.5 percent or a minimum increase for any given year of 1.0 percent. The Town, at its sole discretion can waive or alter this fee downward if they believe it is an impediment to the successful completion of a sale of the property. (this added fee was suggested by the City of Boulder and is something they are considering so that they will have a revenue stream to help cover the cost of their administration during sales).

(2) Nothing in this Covenant shall prohibit an Owner from making an improvement to the Property which does not qualify as an Eligible Capital Improvement. However, only Eligible Capital Improvements may be included in the calculation of the Resale Price Limit, as set forth herein.

(3) Shortly before the Resale Price Limit is determined, the CityTown or its agent shall have the right to inspect the Property to determine whether the Owner has complied fully with the maintenance obligations set forth in Paragraph 11 hereof and to confirm that the Eligible Capital Improvements have been completed in a workmanlike manner and the reasonable value thereof. If, after such an inspection, the CityTown or its agent determines in its judgment that the Owner has not fully complied with this obligation, the CityTown or its agent shall determine in its judgment the cost to complete such repairs, replacements, and other work necessary to restore the Property to a good, safe and habitable condition in all respects, and to bring it into full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Property. This amount shall be called the Excessive Damage Assessment, and it shall be included in the calculation of the Resale Price Limit.

(4) If the Owner reasonably disputes the CityTown's determination of the amount of an Eligible Capital Improvement or of an Excessive Damage Assessment, the Owner may request that the dispute be arbitrated. The Owner shall choose the arbitrator from a list provided by the CityTown, and the arbitration shall be conducted in accordance with the applicable rules of the American Arbitration Association, or of any similar successor

organization. The decision of the arbitrator shall be final and binding upon the parties. The Owner shall pay for all costs of the arbitration, whatever the arbitrator's decision may be.

C. Nothing in this Covenant represents or guarantees that the Property will be re-sold at an amount equal to the Resale Price Limit. Depending upon conditions affecting the real estate market, the Property may be re-sold for less than the Resale Price Limit.

6. CityTown's Purchase Right.

In order to preserve the affordability of the Property for persons of low or moderate incomewith incomes below 60% of Area Median Income, upon receipt of an Intent to Sell Notice from the Owner, the CityTown shall have the right to purchase the Property ("Purchase Right") at the Resale Price Limit as calculated in Paragraph 5, but not including any sales commission mentioned in Paragraph 5.A.(1)(vi).

If the CityTown elects to purchase the Property, it shall exercise the Purchase Right by notifying the Owner, in writing, of such election ("Notice of Exercise of Right") within sixty thirty (3060) days of the receipt of the Intent to Sell Notice, or the Purchase Right shall expire. Having given such notice, the CityTown may either proceed to exercise the Purchase Right directly by purchasing the Property, or may assign the Purchase Right to an eligible buyer. In either case, the CityTown or its assignee shall enter into a contract to purchase the property within seven (7) days of exercising the Purchase Right. The purchase (by the CityTown or the CityTown's assignee) must be completed within forty-fiveninety (4590) days of the CityTown's Notice of Exercise of Right, or the Owner may sell the Property as provided in Paragraph 4 above. The time permitted for the completion of the purchase may be extended by mutual written agreement of the Owner and the CityTown.

If the CityTown assigns its Purchase Right to an eligible buyer, the Resale Price Limit shall include the be increased by the amount Transfer fee described in section 5.b.viiiset annually by the City manager as necessary to cover the administrative costs of assigning its Purchase Right and the CityTown shall be entitled to these additional sales proceeds in order to cover the administrative costs associated with assigning its Purchase Right.

If the Purchase Right has expired or if the CityTown, or its assignee, has failed to complete the purchase within the 45-day period allowed above, the Owner may sell the Property according to Paragraph 4 for no more than the Resale Price Limit as calculated according to Paragraph 5.

7. Complete Consideration Stated on Deed

The complete consideration for any transfer of the Property shall be stated on the deed transferring title, including, but not limited to, the complete purchase price, loan origination fees and commissions, but excluding appraisal fees and title insurance premiums.

8. City's Right to Acquire Owner's Interest

Substituting the Habitat Specific language given to me by The City of Boulder. They did not have a copy of one in the time I needed it. This part is section A:

> A: In order to preserve the affordability of the Property for persons of low income, upon receipt of an Intent to Sell Notice from the Owner, or actual notice that the Owner is attempting to sell the Property, the Town and Habitat for Humanity of the St Vrain Valley ("HFHSVV") shall each have the right to purchase the Property ("Purchase Right") at the Resale Price Limit as calculated in Section 7, but not including any sales commission mentioned in Section 7.A(1)(vi).
>
> If the Town or the HFHSVV elects to purchase the Property, it shall exercise the Purchase Right by notifying the Owner and the other party (Town or HFHSVV), in writing, of such election ("Notice of Exercise of Right") within sixty (60) days of the receipt of the Intent to Sell Notice, or the Purchase Right shall expire. Having given such notice, the Town or the HFHSVV may either proceed to exercise the Purchase Right directly by purchasing the Property, or may assign the Purchase Right to an eligible buyer. In either case, the Town or its assignee, or HFHSVV or its assignee shall enter into a contract to purchase the property within seven (7) days of exercising the Purchase Right. The purchase (by the Town or the Town's assignee, or HFHSVV or its assignee) must be completed within ninety (90) days of the Notice of Exercise of Right, or the Owner may sell the Property as provided in Section 4 above. The time permitted for the completion of the purchase may be extended by mutual written agreement of the Owner and the Town or HFHSVV, whichever has exercised its Purchase Right.
>
> If both the Town and HFHSVV submit a Notice of Exercise of Right, HFHSVV shall be given priority and HFHSVV shall have the first opportunity to purchase the Property. If HFHSVV does not enter into a contract to purchase the Property within seven (7) days of its Notice of Exercise of Right, the Town shall have an additional seven (7) days, for a total of 14 days from HFHSVV's Notice of Exercise of Right, in which to exercise its right to purchase by entering into a contract to purchase the Property. The purchase by the Town or the Town's assignee must be completed within ninety (90) days from the Town's Notice of Exercise of Right.
>
> If the Town assigns its Purchase Right to an eligible buyer, the Resale Price Limit shall include the the transfer fee described in section 5.b.viii as necessary to cover the administrative costs of assigning its Purchase Right and the Town shall be entitled to these additional sales proceeds in order to cover the administrative costs associated with assigning its Purchase Right.
>
> If the Purchase Right has expired or if the Town (or its assignee) or HFHSVV (or its assignee), has failed to complete the purchase within the period allowed above, the Owner may sell the Property according to Section 4 for no more than the Resale Price Limit as calculated according to Section 7.

A.

B: The Owner agrees that he or she will give immediate notice to the CityTown upon the first to occur of: (i) the date any notice of foreclosure is provided to the Owner or any foreclosure is

commenced against the Property under the First Deed of Trust, or (ii) the date when Owner becomes twenty-one (21) days late in making a payment on any indebtedness encumbering the Property required to avoid foreclosure of the First Deed of Trust.

B. C: At any time within sixty (60) days after receipt of any notice described in Paragraph 8A above, the CityTown may (but shall not be obligated to) proceed to make any payment required in order to avoid foreclosure or to redeem the Property after a foreclosure. Upon making any such payment, the CityTown shall succeed to all rights of the Owner to the Property and shall assume all of the Owner's rights and obligations under the First Deed of Trust, subject to the terms of this Covenant. In such event the Owner shall forthwith quit the Property and relinquish possession thereof to the CityTown.

C. The Owner may redeem his or her interest in the Property by payment to the CityTown of all sums paid by the CityTown in connection with the first deed of trust and all other sums reasonably expended by the CityTown in relation to the Property, plus eighteen percent (18%) simple interest from each date of expenditure. This redemption may only occur within one of the following time periods from the date when the CityTown made the first of any payments due pursuant to Paragraph 8A, whichever period is longer: twelve (12) months; or the period of time allowed by Section 38-38-302 C.R.S., or any successor statute, for redemption by the foreclosed-upon Owner of real property that has been sold pursuant to the foreclosure of a deed of trust or mortgage. As of the date of such redemption, the Owner shall re-assume all of his or her rights and obligations under the first deed of trust. At the end of such twelve (12) month period, if the Owner's interest has not been so redeemed, all right, title and interest of the Owner in the Property shall be extinguished, and the Owner shall execute a quit claim deed to the CityTown to evidence transfer of title to the CityTown. If the Owner fails or refuses to execute such a deed after being sent a written request therefor by the CityTown, the CityTown may execute it on behalf of the Owner as the Owner's attorney-in-fact. But prior to executing such a deed, the CityTown shall pay to the Owner the downpaymentdown payment made by the Owner plus any reduction made by the Owner in the principal amount of the loan, plus the cost of any Eligible Capital Improvement, minus the CityTown's costs to the date of execution of the deed.

9. <u>Partial Subordination of Covenant to First Deed of Trust and Covenant as Deed of Trust</u>

With the exception of the CityTown or HFHSVV's rights under Paragraph 8, the provisions of this Covenant shall be subordinate only to the lien of a First Deed of Trust to secure a loan to purchase the Property made by the Institutional Lender of the First Deed of Trust. This Covenant shall not impair the rights of such Institutional Lender, or such lender's assignee or successor in interest, to exercise its remedies under the First Deed of Trust in the event of default by Owner; these remedies include the right to foreclose or exercise a power of sale or to accept a deed or assignment in lieu of foreclosure. However, the above notwithstanding, the Institutional Lender, its assignee, or successor in interest may not exercise

any remedies under the First Deed of Trust because the CityTown or HFHSVV has exercised any of its rights under Paragraph 8. In the event that the CityTown or HFHSVV has not assumed the Owner's interests pursuant to Paragraph 8 and a foreclosure is initiated by the beneficiary of the First Deed of Trust, the CityTown or HFHSVV's rights in the foreclosure - including without limitation the right of redemption under Section 38-38-303 C.R.S. or any successor statute - shall be the same as if it were the beneficiary of a second deed of trust. The amount of the debt secured by such a second deed of trust shall be considered to be the difference between the Resale Price Limit in effect immediately before the notice of election and demand for sale was filed with the public trustee and the fair market value of the Property as of that same time. The fair market value of the Property may be determined by an appraiser selected by the CityTown or HFHSVV who is a Member of the Appraisal Institute ("M.A.I.") or a person with equivalent expertise.

After such foreclosure, sale or acceptance of deed in lieu of foreclosure, this Covenant shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, that if and when the Property is sold through foreclosure, the Owner shall nevertheless remit to the CityTown or HFHSVV that portion of the net proceeds of the foreclosure sale, after payment of all obligations to the holder of the First Deed of Trust and foreclosure costs, which exceeds the Resale Price Limit that would have applied to the sale of the Property if the Covenant had continued in effect. This covenant shall automatically and permanently terminate upon foreclosure, acceptance of a deed-in-lieu of foreclosure by the mortgagee, or assignment of an Institutional Lender- insured mortgage to HUD.

10. Re-Financing of the First Deed of Trust

The Owner may only re-finance the First Deed of Trust only so long as the total amount of such debt recorded against the property, including the re-financing of the First Deed of Trust, does not exceed ninety-three percent (93%) of the Resale Price Limit in effect at the time of the re-financing of the Property. Such re-financing must be with an Institutional Lender.

11. Maintenance of Property

The Owner shall maintain the Property in good, safe, and habitable condition in all respects, except for normal wear and tear, and in full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Property. The Owner shall suffer no mechanics' liens to be recorded against the Property.

12. Use of Property as Owner's Primary Residence

The Owner shall use the Property as his or her primary residence. At or before the time when title is transferred to the Property, each new Owner shall certify to the CityTown

or its agent in writing his or her intent to occupy the Property as his or her primary residence. Upon written request of the CityTown or its agent, the Owner shall provide the CityTown with such information as the CityTown or its agent may reasonably request to satisfy itself that the Property is being used as the Owner's primary residence.

13. Rental Conditions

A. The Owner may not rent or lease the entirety of the Property during the first five year period after taking title thereto. The Owner may rent or lease the entirety of the Property for no more than a period or periods of time aggregating one year out of every seven year period. (The five year period mentioned in the first sentence of this paragraph shall be considered to be part of the first seven year period.) At all other times, the only part of the Property which the Owner may rent or lease is a bedroom, subject to all requirements of CityTown ordinances concerning the renting of residential property.

B. The provisions of Paragraph 13A notwithstanding, if the Owner has notified the CityTown or its agent of his or her interest in selling the Property as required by Paragraph 4, and if title to the Property has not been transferred within one hundred twenty (120) days after the Owner started to make bona fide efforts to sell the Property, then the Owner may rent or lease the entirety of the Property for eighteen (18) months or until the time when the Property is transferred to the subsequent Owner, whichever occurs first. The period, if any, during which the Owner leases or rents the Property shall not be considered part of any seven-year period mentioned in Paragraph 13A.

C. Any lease or rental agreement shall be in writing. Before the date when it becomes effective, a copy of the lease or rental agreement shall be provided to the CityTown or its agent, along with those documents which the CityTown or its agent finds to be reasonably necessary in order to determine compliance with this paragraph.

D. The provisions of this paragraph shall apply to all agreements under which any person (other than the Owner, his or her spouse, his or her domestic partner and dependent children or parents) occupies any part of the Property for any valuable consideration, whether that agreement is called a lease, rental agreement, or something else.

14. Enforcement of This Covenant

The Grantor and each Owner hereby grants and assigns the CityTown or its agent the right to review and enforce compliance with this Covenant. Compliance may be enforced by the CityTown or its agent by any lawful means, including without limitation specific performance and damages to reimburse the CityTown for its enforcement costs and to require the Owner to repay with reasonable interest any assistance received in connection with the home purchase and prohibit the Owner from retaining sales or rental proceeds, but such enforcement shall not include:

a. acceleration of the mortgage;

b. voiding a conveyance by the Owner;

c. terminating the Owner's interest in the property; or

d. subjecting the Owner to contractual liability other than that set forth above.

Venue for a suit enforcing compliance shall be proper in BoulderBoulder County, Colorado, and service may be made or notice given by posting such service or notice in a conspicuous place on the Property. As part of any enforcement action on the part of the CityTown, the Owner shall pay all court costs and reasonable attorney's fees incurred by the CityTown in connection with these claims, actions, liabilities or judgments, including an amount to pay for the time, if any, of the CityTown Attorney's office spent on such claims at the rates generally charged for similar services by private practitioners within the CityTown of BoulderLyons.

15. Miscellaneous

A. This Covenant shall run with the land. It shall bind perpetually, and the benefit hereof shall inure perpetually to the Owner, his or her heirs, legal representatives, executors, successors in interest and assignees, and to the CityTown, its successors, designees, or assignees.

B. The Property may not be used by any other development to satisfy the requirements of Chapter 9-13 B.R.C, 1981 or any other off-site permanently affordable housing obligations. (this refers to a Town Code and is not necessary).

C. The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.

D. Any buyer or transferee of the Property or of any portion of or interest in the Property, by acceptance of a deed therefor, or by the signing of a contract or agreement to purchase the same, shall, by acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein.

E. Notices to the CityTown shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by the CityTown by like notice:

CityTown of BoulderLyons, Colorado
P.O. Box 79149
BoulderLyons, CO 8030680540
Attn: CityTown ManagerAdministrator

with a copy to:
Director of the Division of Housing
CityTown of Boulder
P.O. Box 791
Boulder, CO 80306

Notices to the Owner may be given in like manner addressed to the Property.

F. If any provision of this Covenant shall be held by a court of proper jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall survive and their validity, legality or unenforceability shall not in any way be affected or impaired thereby.

G. The captions of the paragraphs in this covenant are for convenience only and shall not be used to interpret the meaning of any provision hereof.

H. The conditions of this Covenant shall be interpreted so as to avoid speculation on the Property and to insure to the greatest extent possible that its purchase price and mortgage payments remain affordable in perpetuity to persons and families of l-ow or moderate incomewith incomes below 60% of Area Median Income.

I. This Covenant is prior and superior to the Owner's right of a homestead exemption under Article XVIII, Section I of the Colorado Constitution and under Part 2, Article 41, Title 38 of the Colorado Revised Statutes or any successor statutes. The Owner waives his or her homestead rights to the full extent that they conflict with or impair the CityTown's rights and remedies under this Covenant.

J. The CityTown manager Administrator shall have the right to modify this covenant to deal with exigent circumstances.

IN WITNESS WHEREOF, Grantor has executed this Covenant as of the date first stated above.

GRANTOR

_____
«BuyerName»

_____
«BuyerName»

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by **«BuyerName»**, as Grantor.

Witness my hand and official seal.

My commission expires:

_____
Notary Public

(seal)

Summary of Administrative Activities*

Item #	Recurring (R) or Event Based (E)	What	When Oversight is Triggered	Differences (if any) between City of Boulder and drafted language/terms	Level of Administrative Cost (soft/hard)
1	R or E	Maintenance of property	Language stipulates that property be maintained in good, safe and habitable conditions in accordance with all Town of Lyons' laws and ordinanances so we believe the current process for code violations could be leveraged. There is an additional statement that stipulates that the property be maintained free of any mechanics liens.	None	None if 1.) current code and its process for enforcement is used and 2.) Town does not wish to add an oversight piece to the mechanics lien language. Town could choose to investigate only if brought to it's attention that there is a problem.
2	R or E	Maintained as Principal Residence	Language stipulates that property be used as the owner's Primary Residence and that, upon written request, the owner would be required to submit paperwork that demonstrates this. There is another area of the instrument that allows for an owner to rent out the house for a 9 month period every 7 years. In both cases, the Town or its agent could choose to simply administer this as they have cause to believe there is a violation. Conversely they could choose to ask for documentation annually.	No material changes proposed	Event based. Diffecult to project. Would suggest that monitoring is not recurring, but is in response to evidence that suggests there is a violation so I believe this could be minimal.
3	E	Sale of Property - non foreclosure	Eligible Buyers would be solicited via a marketing process (approved by the town) over a period of time (60 days) and the town has to be given at least a 90 day notice before a transfer is completed. The buyer also has to utilize a marketing process that is approved by the Town.	Boulder language speaks to the maintenance of a "list of eligible buyers". However, with a program that includes over 800 properties the number of sales is such that mainenance of a list makes sense. In consultation with the City fo Boulder we changed the language to remove that, but speak to the same restrictions. The preference policy - adopted by Habitat for the vetting of the first families to live in the homes could be adjusted slightly for the second owner	A fee for the administration of this is incorporated into the draft covenant language. This is something the City of Boulder is looking to add themselves so that they can cover their adminstrative costs upon sale. At the time of sale the town could hire someone to shepard this process and pay for it with the fee.
4	E	Sale of Property - foreclosure	A decision by the Town Trustees would need to be made whether to intervene to retain the property. That could be by assuming payments and getting paid back (with interest) by the homeowner or by taking advantage of the Town's or Habitat's right to purchase.	Non incorporated at this point	Depending on the action taken by the Town in the event of a foreclosure, a fee for the administration could also be collected. We would need to see if this addition would adversly impact a traditional lender's willingness to lend on that land with that restriction. If a fee is incorporated this could cover some cost for this work. Level of administration and coordination is probably highest here.
5	R or E	Improvements in Property that increase value in ReSale	Annually if the town wants to add a list. The original language speaks to the City Manager creating that list annually. Also, once there is a list, homeowners would need to work with the town to approve the improvement as eligible and document it's value.	Language changed to indicate that the Town can add a list of elgibible improvements in the future at it's discretion.	With no list - none. Once a list is created, ongoing with any sales and ongoing if someone decides to apply for an aligible improvement.
6	None as written	Allowable Sales Commission	Original language put a cap on the amount of sales commission that owner could pay that was adjusted each year by the City Manager. Proposed language puts a hard cap of 2.5%.	Hard cap and stagnant % of 2.5% rather than a number that has to be revised each year	No administrative is required to publish a rate. This should be enforced as part of the sales process which falls under the 3rd item

7	E	Asset Limits	When a Buyer needs to be qualified. Don't believe this needs to be done routinely when there is no sales activity	None - spoken to generally	During Sale
8	R or E	Domestic Partner	Should only be at sale or change in status	None as such	Unsure

*All statements herein are of the non legal opinion of Habitat for Humanity St Vrain Staff.

Updated Memo for BOT Agenda

RE: License Agreements for the Use/Maintenance of Buy-out Properties - For Board Discussion and Direction to Staff

Town Staff has been developing a process for entering into License Agreements with residents for the use and maintenance of particular buy-out properties. The process began by developing a Scoring System to identify buy-out properties which may be appropriate for licensing to residents (see spreadsheet). While all of the properties will be planned for through the CDBG-DR Grant for a Flood Recovery Land Use & Management Plan for Acquired Properties, there are some vacant parcels which may be significantly more appropriate for resident-use rather than publicly-accessible open space/parks. Additionally, a strong interest has been displayed by neighboring property-owners to have some use of these properties or even just to know what will happen on some of the vacant lots in question. Town Staff would like the Board of Trustees to review the Scoring System, which was designed with input from residents, as well as the corresponding map - which shows the properties that have been identified as appropriate for licensing and those that the Town has a clear interest in retaining at this time.

Town Staff would also like the Board of Trustees to review and discuss the Revocable License Agreement (DRAFT). The primary purpose for using a license agreement versus a lease agreement is that a license agreement does not convey an interest in the property to the licensee and the license agreement can be revoked by the Town should an alternative use of the property be identified in the future. Town Staff would also like a discussion to be had regarding how potential licensees are determined to be eligible for using and maintaining the vacant properties. Town Staff would like the Board of Trustees to consider making the License Agreements available for neighboring property-owners only in order to better ensure that the properties will be properly maintained.

Lastly, Town Staff would like the Board of Trustees to review and discuss the proposed Proposal Template which neighboring property-owners would use to express how they intend to use and maintain the properties. Those proposals could then be sent to FEMA and/or HUD as part of the process for seeking their approval of any and all License Agreements with residents.

At the Board of Trustees meeting, Town Staff will provide additional background information on each step of the process that has been taken and those next steps that are being proposed. While no decisions regarding this process will be made at the June 6, 2016 Board of Trustees meeting, it is intended that through the Board of Trustees' discussions future decision points will be identified. Town Staff would like the Board of Trustees to review all of the packet information, in addition to the information provided during the meeting, and provide critical feedback and direction for moving forward.

REVOCABLE LICENSE AGREEMENT

AN AGREEMENT BY AND BETWEEN THE TOWN OF LYONS AND _____ FOR THE GRANT OF A REVOCABLE ENCROACHMENT LICENSE TO MAINTAIN AND OCCUPY TOWN-OWNED PROPERTY

1.0 PARTIES. The parties to this Agreement are the TOWN OF LYONS, COLORADO, a Colorado statutory municipal corporation (the "TOWN") and **_____, the owner of _____ located at _____, Lyons, Colorado** (hereinafter referred to as "LICENSEE"). This Agreement is effective upon execution of the LICENSEE and following execution by the Mayor or Mayor Pro Tem on the date indicated below.

2.0 RECITALS AND PURPOSE.

2.1 The TOWN is the owner of certain property known as _____, located in the Town of Lyons, Boulder County, Colorado, having acquired the property, which was substantially damaged in the flood of September 2013, through a federally funded buyout program after the previous owner of the property elected to accept a buyout rather than attempting to redevelop the property (the "Licensed Premises"). Title to the Licensed Premises passed to the Town following the buyout, and the Town is now generally precluded from building any improvements or otherwise developing the Licensed Premises for anything other than passive recreational uses. The Licensed Premises is more particularly described/depicted/identified on the attached Exhibit A.

2.2 The LICENSEE is the owner of property commonly known and addressed as _____ ("Licensee's Property") and maintains an existing private residential structure on the Licensee's Property. The Licensee desires to use and occupy the adjacent Licensed Premises for passive uses that are customarily incidental to the primary residential use of the Licensee's Property.

2.3 The TOWN believes that the passive use by the Licensee of the Licensed Premises for uses that are consistent and compatible with the primary residential use, subject to the limitations stated herein, would be in the best interests of the community, would not impair vehicle or pedestrian access to Town-owned park land in the area, and would not affect the integrity of existing utilities located on or under the Licensed Premises.

2.4 The TOWN is willing to grant a revocable license to the Licensee under the terms and conditions as specified herein, provided that noting in this Agreement shall authorize any use the Town would not be permitted to maintain on the Licensed Premises.

3.0 TERMS AND CONDITIONS.

3.1 The TOWN hereby grants to the LICENSEE a revocable license for the use and occupation of the entirety of the Licensed Premises, as follows:

The LICENSEE acknowledges and agrees that in addition to the restrictions on the use of the Licensed Premises set forth herein, the LICENSEE'S use and occupancy of the Licensed Premises is subject to the terms and conditions of the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Assistance Guidance Addendum and/or the HMGP Use Restrictions, as applicable, both of which are attached hereto as Exhibit A and incorporated into this Agreement as if fully set forth herein.

Except as noted herein, no other encroachment, structure, improvement, fence, wall or any other real or personal property shall be erected, installed, constructed, stored, kept, or maintained in any way or fashion on the Licensed Premises, including but not limited to motor vehicles, boats, recreational vehicles and equipment, storage sheds, carports, playground equipment, trash containers, or mechanical or other equipment without Town approval.

3.2 The uses specified in ¶ 3.1 above may continue from the date of this Agreement to the time that this Agreement is terminated. The TOWN may terminate and revoke this Agreement at any time without reason or cause by giving written notice to the LICENSEE one hundred eighty (180) days in advance of the effective date of termination and specifying the date of termination therein. The TOWN may also terminate and revoke this Agreement at any time in the case of a declaration by the Town Board of Trustees that an emergency or other public need exists by giving written notice to the LICENSEE ten (10) days in advance of the effective date of termination. In the event this Agreement is revoked by the Town either because of an emergency or other public need or for any reason, the Town shall reserve all available remedies for taking possession of the Licensed Premises. The Licensee acknowledges and agrees that its status as a licensee shall terminate upon the passage of the period of time indicated in this Section following the written notice described in this Section.

3.3 Notwithstanding the provisions of Section 3.2, the License approved by this Agreement is personal to the Licensee, shall not run with the land, and shall terminate immediately upon the sale or transfer of the Licensee's Property. Nothing in this provision shall prohibit the Town from negotiating or entering into a similar agreement with a future owner of the Licensee's Property.

3.4 LICENSEE expressly agrees to, and shall, indemnify and hold harmless the TOWN

and any of its officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and attorneys' fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by LICENSEE or any of its employees, agents, partners, or lessees, in encroaching upon the Licensed Premises.

3.5 LICENSEE agrees that it will never institute any action or suit at law or in equity against the TOWN or any of its officers or employees, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, or compensation for or on account of any damages, loss, or injury either to person or property, or both, known or unknown, past, present or future, arising as a result of or from the revocable license granted to LICENSEE by this Agreement.

3.5 LICENSEE agrees to maintain all buildings and other improvements on the Licensee's Property, and to maintain the Licensed Premises at the cost and expense of the Licensee and at no cost or expense to the Town.

3.6 LICENSEE agrees that the TOWN is not assuming and will not assume any liability, responsibility, or costs for any damage, maintenance or repair of the property maintained by Licensee under this license agreement, regardless of whether the damage, maintenance or repair is the result of any action of the Town and/or its employees.

3.7 LICENSEE agrees to repair and reconstruct any damage to the Licensed Premises upon termination of this Agreement and Licensee shall return the Licensed Premises to its original condition at the cost and expense of Licensee and at no cost or expense to the Town except where permanent changes to the property were approved by the Town and FEMA.

3.8 LICENSEE is advised and encouraged to take such steps as may be necessary to modify Licensee's commercial, property, or other form(s) of liability insurance for Licensee's Property to extend and provide coverage for damage or injury occurring on the Licensed Premises. However, the Licensee's failure to take such steps to insure the premises shall not waive, affect, or impair any obligation of Licensee to indemnify or hold the Town harmless in accordance with this Agreement.

3.9 Licensee shall be deemed to have intentionally and irrevocably abandoned and relinquished rights to use and occupy the Licensed Premises in the event that Licensee conveys all the Licensee's interest in the Licensee's Property. The Town shall be entitled to rely upon the public records of ownership maintained by the

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office of either the Boulder County Clerk and Recorder or the Boulder County Assessor in rendering a determination that the Licensee has abandoned and relinquished Licensee's rights and interest as provided by this paragraph. In such event, the Town may remove any improvements Licensee has placed on the Licensed Premises without notice to the Licensee.

4.0 ASSIGNMENT. This Agreement shall not be assigned by LICENSEE without the prior written consent of the TOWN which may withhold its consent for any reason; provided that the Town encourages Licensee to inform any purchaser of the Licensee's property of the existence of this Agreement and the Town will promptly consider any request by Licensee for assignment of this Agreement to such subsequent purchaser.

5.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as have been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

6.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

7.0 GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Colorado and venue for any action arising under this Agreement shall be in the appropriate court for Boulder County, Colorado.

8.0 WAIVER OF BREACH. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

9.0 BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

10.0 NO WAIVER OF IMMUNITY. The parties understand and agree that the TOWN is relying on and does not waive or intend to waive by any provisions of this Agreement, any immunity provided by, or the monetary limitations of liability provided by, the Colorado

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Government Immunity Act, C.R.S. §§ 24-10-101, et seq. as from time to time amended, or any other immunity that may be otherwise available to Town, its officers, agents or employees.

11.0 UNDERLYING INTENT AND SCOPE. It is the intent of this Agreement that the TOWN shall incur no cost or expense attributable to or arising from the construction, maintenance, or operation of the encroachments or improvements permitted by this Agreement and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the encroachments shall be borne by the LICENSEE. This Agreement does not confer upon the LICENSEE any other right, permit, license, approval, or consent other than that expressly provided for herein and this Agreement shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance. This Agreement is intended to provide terms and conditions under which the TOWN shall permit occupancy and use of the Town Property and to expressly provide that such occupancy may be terminated at the TOWN's discretion in accordance with this Agreement. This Agreement does not, and shall not be interpreted to, grant any property right to the LICENSEE for continuing occupancy of the Town Property. Any right granted hereunder shall be deemed a revocable license and contractual right only.

DATED THIS_____DAY OF _____, 2016.

TOWN OF LYONS

_____

, Mayor

ATTEST:

_____

Debra Anthony, MMC - Town Clerk

LICENSEE:

_____

Print Name: _____

Address:_____

_____

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STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, personally by _____.

_____
Notary Public

(SEAL)

Commission expires: _____.

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TOWN OF LYONS, COLORADO
RESOLUTION NO. 2002-32

A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN THE TOWN OF LYONS AND Calista Morrill FOR THE MAINTENANCE AND OCCUPATION OF A BULDING ON TOWN OWNED PROPERTY

WHEREAS, the Town of Lyons has the authority to enter into contracts for the use of municipal property; and

WHEREAS, the Town desires to enter into a license agreement to permit the occupation of Town-owned property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, THAT:

Section 1. The License Agreement, in the form attached to this Resolution is hereby approved.

Section 2. The Mayor is hereby authorized to execute the License Agreement and the Town Clerk authorized to attest such execution.

ADOPTED THIS ____DAY OF _____, 2002.

TOWN OF LYONS, COLORADO

By:_____
Julie Van Domelen, Mayor

ATTEST:

_____
Deb Anthony, MMC - Town Clerk

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PROPOSAL FOR THE USE & MAINTENANCE OF TOWN OF LYONS BUY-OUT PROPERTIES

NAME:

HOME ADDRESS:

PROPERTY ADDRESS:

***PARCEL NUMBER:**

***TOTAL ACRES:**

PERCENTAGE OF USE: DO YOU INTEND TO LICENSE & MAINTAIN THE WHOLE LOT (100%)?____ HALF OF THE LOT(50%)?___ OR LESS(__%)?____

PROPOSED USE: (WHAT TYPES OF ACTIVITIES WILL THE LOT BE USED FOR? WILL THE PROPOSED USE REQUIRE ANY TYPE OF STRUCTURE OR VEHICLE?)

PROPOSED IMPROVEMENTS: (DO YOU INTEND TO ALTER THE LOT IN ANYWAY? IF SO, WHAT CHANGES ARE YOU PROPOSING?)

PROPOSED MAINTENANCE PLAN: (HOW DO YOU INTEND TO MAINTAIN THE PROPERTY?)

***PROPERTY INFORMATION CAN BE FOUND ON THE BOULDER COUNTY PROPERTY SEARCH WEBSITE -** HTTP://MAPS.BOULDERCOUNTY.ORG/BOCO/PROPERTYVIEWER

SYMBOLS LEGEND:

- Existing Tree
- Proposed Tree
- Split Rail Fence

Suggestions for Additional Symbols?

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CROSS STREET

SIDE STREET

Hazard Mitigation Assistance Guidance Addendum

Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, and Flood Mitigation Assistance Program

February 27, 2015

FEMA

Federal Emergency Management Agency
Department of Homeland Security
500 C Street, S.W.
Washington, DC 20472

gas, or other mineral encumbrances that may allow hydraulic fracturing/HDD to occur. Subrecipients cannot enter into leases or other encumbrances that permit oil, gas, or other mineral extraction by hydraulic fracturing/HDD. Owners, or holders of previously acquired HMA properties, generally cannot encumber the property with or transfer underground oil, gas, or other mineral rights that may allow hydraulic fracturing/HDD to occur on or under that property.

Consistent with applicable statutes and regulations, properties for which funds have not been approved and obligated are subject to these restrictions. These limits are not applicable for those properties in approved projects that have already reached the point of obligation. However, for approved projects, any future actions, such as a subsurface lease renewal or creation of a new encumbrance involving hydraulic fracturing/HDD on or under the surface of a property, would be subject to FEMA approval. HDD generally is not an allowable use.

A.2.2 Open Space Restrictions

To be eligible, a project must result in property acquisition and structure demolition or relocation, and the acquisition and demolition or relocation must meet all of the requirements of 44 CFR Part 80 and adhere to the following guidance on open space restrictions governing the use of award funds and the use of acquired real property.

The subrecipient will dedicate and maintain the property in perpetuity for uses that are compatible with open space, recreational, or wetlands management practices and that are consistent with conservation of natural floodplain functions by recording deed restrictions consistent with the FEMA Model Deed Restriction (see Addendum Part A.6.4 for information on the FEMA Model Deed Restriction). Hydraulic fracturing/HDD is a practice with currently unresolved environmental impacts and unknown open space compatibility; therefore, it is generally not an allowable use.

No new structures will be built on the property, except:

- Public buildings that are open on all sides and functionally related to a designated open space or recreational use
- Public restrooms
- Structures that are compatible with open space, recreational, or wetlands management use and applicable floodplain management policies and practices, and for which compatibility is confirmed in writing by the FEMA Regional Administrator before construction of the structures begins
- Structures described in the three bullets above that will be elevated or floodproofed to the Base Flood Elevation (BFE) plus 1 foot of freeboard and that meet the applicable requirements of the National Flood Insurance Program (NFIP) floodplain management regulations at 44 CFR Section 60.3

- The subrecipient must record the deed at the same time as and along with the programmatic deed restrictions
- The deed transferring title to the property and the programmatic deed restrictions will be recorded according to State law and within 14 days after the settlement
- All property transfers must be consistent with 44 CFR Part 80 and this guidance

A.4.2 Statement of Voluntary Participation

The Statement of Voluntary Participation formally documents the Notice of Voluntary Interest and information related to the purchase offer. The Statement of Voluntary Participation is available on the FEMA website at https://www.fema.gov/media-library/assests/documents/13708. The subrecipient must provide FEMA with a signed copy of the Statement of Voluntary Participation for each property post-award. For more information on voluntary interest documentation, see Addendum Part A.6.5.1. For more information on the purchase offer, see Addendum Part A.6.9.

Participation is not voluntary for tenants of properties to be acquired; for information about considerations for tenants, see Addendum Part A.6.10.

A.4.3 Final Mitigation Offer

The final Mitigation Offer to a property owner is based on the value assigned to a property ("purchase offer") and applicable additions and deductions. Deductions to the purchase offer may include Duplication of Benefits (DOB) deductions, and additions may include any supplemental housing or insurance incentive payments. The subrecipient must ensure that all property owners are treated fairly and are offered an equitable package of benefits. The subrecipient (using a Statement of Voluntary Participation) shall inform each property owner in writing of the market value (pre-event or current) of the property and the method used to determine the final Mitigation Offer.

If several entities or programs are acquiring property in the same area, property owners may find it confusing if different offers are made to area owners at different times. To avoid any negotiation difficulties or confusion, the subrecipient should coordinate the release of property valuation information and purchase offers to property owners for the various programs. The subrecipient may wish to set a time limit with the property owner for the validity of a purchase offer. The subrecipient must provide an appeal or reconsideration process for property owners who dispute the amount of the purchase offer property valuation.

A.4.4 Open Space Land Use Requirements

Subrecipients must apply deed-restriction language to all acquired properties to ensure that the property is maintained in perpetuity as open space consistent with natural floodplain functions, as agreed to by accepting FEMA mitigation award funding. Deed-restriction language is applied

to acquired properties by recording the open space and deed restrictions. Modifications to the language in the FEMA Model Deed Restriction can be made only with prior approval from the FEMA Office of Chief Counsel through the appropriate FEMA Regional Office. The FEMA Model Deed Restriction is available on the FEMA website at https://www.fema.gov/media-library/assets/documents/28496?id-6327.

Allowable land uses for open space generally include parks for outdoor recreational activities, wetlands management, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow for evacuation), unpaved surfaces, and other uses that FEMA determines are compatible with the award and deed restrictions. See Addendum Part A.6.1 for a more detailed list of allowed uses. FEMA makes a determination of the open space compatibility of access to a subsurface resource on a case-by-case basis.

Land uses that are not allowable include:

- Hydraulic fracturing/HDD
- Walled buildings
- Flood control structures, such as levees, dikes, or floodwalls
- Paved surfaces
- Bridges
- Cemeteries
- Actions that pose health, safety, or environmental risk in the floodplain
- Above- or below-ground pumping stations or storage tanks
- Placement of fill materials
- Other uses that obstruct the natural and beneficial use of the floodplain

See Addendum Part A.6.2 for a more detailed list of land uses that are generally not allowed.

A.4.4.1 Competing Federal Interests

In rare circumstances, when the Administrator has determined that competing Federal interests are unavoidable and has analyzed floodplain impacts for compliance with 44 CFR Section 60.3 or higher standards, the Administrator may find that only U.S. Army Corps of Engineers (USACE) projects recognized by FEMA in 2000 and improvements to pre-existing Federal-aid transportation systems are allowable uses. A pre-existing Federal aid transportation system includes roads and bridges that are eligible for Federal aid under 23 U.S.C., including National Highway System component projects, Surface Transportation Program projects, and Highway Safety Improvement Program projects. These projects may be subject to additional EHP review.

A.4.5 Subsequent Transfer of a Property Interest

Post-Federal award, the subrecipient may transfer a property interest only with the prior approval of the appropriate FEMA Regional Administrator and only to certain entities in accordance with 44 CFR Section 80.19(b) and this guidance.

After acquiring the property interest, the subrecipient, including successors in interest, may convey any interest in the property only if the appropriate FEMA Regional Administrator, through the Recipient, gives prior written approval of the transferee. The transferee must be another public entity or a qualified conservation organization. Property transfer to private citizens and corporations will not be approved. A qualified conservation organization is an organization whose purpose has been conservation for at least 2 years before the opening of the application period that resulted in the transfer of the property interest to the subrecipient, pursuant to Section 170(h)(3) and (4) of the Internal Revenue Code of 1954, as amended, and the applicable implementing regulations. The transferee must document its status as a qualified conservation organization where applicable.

Any request to convey an interest in the property must include a signed statement that contains documentation of the following:

- The proposed transferee acknowledges and agrees to be bound by the terms of the original mitigation award/subaward conveyance according to 44 CFR Part 80 and this guidance.
- The statement references and incorporates the original deed restrictions providing notice of the conditions in this section.
- The statement incorporates a provision for the property interest to revert to the subrecipient or Recipient in the event the transferee ceases to exist or loses its eligible status as defined under this section. See 44 CFR Section 80.19 for more information.

The subrecipient may convey an easement or lease to a private individual or entity for purposes that are compatible with the uses described in 44 CFR Section 80.19 and this guidance with prior approval of the appropriate FEMA Regional Administrator and as long as the conveyance does not include authority to control and enforce the terms and conditions identified above. The FEMA Regional Administrator may choose to consult with the FEMA Office of Chief Counsel in reviewing documents proposed to convey an interest in the property. Any lease or easement must be for uses that are compatible with open space purposes and is clearly subject to the land use and other restrictions of the property by reference and/or incorporation of the recorded deed restriction language.

A.6 Supplemental Guidance

Allowable land uses for properties acquired for open space under all HMA programs for projects within CBRS units are identified in Addendum Part A.6.1.1. FEMA may prohibit additional post-acquisition uses that it determines, in consultation with the U.S. Fish and Wildlife Service, are inconsistent with the purposes of the CBRA.

After settlement, no Federal disaster assistance for any purpose from any Federal source and no flood insurance payments may be made with respect to the property, and no person or entity shall seek such amounts.

The subrecipient must obtain the approval of the Recipient and the FEMA Regional Administrator before conveying ownership (fee title) of the property to another public agency or qualified conservation organization. All development rights in the form of a conservation easement on the property must be conveyed to the conservation organization or retained by the subrecipient or other public entity.

By accepting award funds, the subrecipient accepts responsibility for monitoring and enforcing the deed restriction and/or easement language.

The open space restrictions described above and included in 44 CFR Section 80.19 apply to all FEMA-funded property acquisitions for the purpose of open space, regardless of when the application period opened, when the Presidential major disaster was declared, or when the property was acquired.

For more information on managing open space after a property acquisition and structure demolition or relocation project, see Addendum Part A.5.2. For the FEMA Model Deed Restriction see Addendum Part A.6.4.

A.6.1 Allowable Uses of Open Space

The list below is a guide to open space use that addresses typical situations, but the subrecipient and Recipient should review every situation for adherence to the relevant regulations, open space intent, and floodplain management principles. The local floodplain administrator should review all proposed uses of acquired floodplain land. The Recipient and subrecipient, in coordination with the appropriate FEMA Regional Office, shall determine whether a proposed use is allowable and consistent with the deed restrictions, grant agreement, this guidance, and floodplain management requirements.

The generally allowable land uses of acquired open space are:

- Vegetative site stabilization, natural dune restoration, agricultural cultivation, and grazing
- Public picnic shelters, pavilions, and gazebos with associated foundations, provided the structures do not have walls

- Public restrooms
- Small-scale recreational courts, ball fields, golf courses, and bike and walking paths
- Campgrounds if adequate warning will be provided to allow for evacuation
- Installation of signs when designed not to trap debris
- Unimproved, unpaved parking areas consistent with open space uses
- Unpaved access roads, driveways, and camping pads limited to those necessary to serve the acceptable uses on acquired property (existing paved roads can be reused for these purposes)
- Small boat ramps, docks, and piers to serve a public recreational use
- Drainage facilities intended to service onsite needs
- Construction activities, excavation, and other localized flood control structures necessary to create areas for water detention/retention, including wetlands restoration or restoration of natural floodplain floodwater storage functions
- Sewer, water, and power to serve the allowable uses and sewer, water, and power line crossings where there is no floodwater obstruction created and there are no other readily available locations for these systems
- Simple structures used exclusively for agricultural purposes in connection with the production, harvesting, storage, drying, or raising of certain agricultural commodities, including livestock, such as a pole-frame building (any such structure cannot be constructed so as to make it eligible for NFIP insurance), and steel grain bins and steel-frame corn cribs
- Reuse of existing paved surfaces for recreational uses on the acquired property consistent with allowable uses is generally acceptable, but paved surfaces beyond those directly required for such uses should be removed. Communities shall use unpaved surfaces allowing for natural floodplain functions, where feasible, for allowable uses such as trails. Examples of unpaved surfaces are grass, hard-packed earth, and graded gravel.
- Communities may creatively salvage pre-existing structures on the acquired property. In some cases the complete demolition of a structure is not necessary and converting a closed-in structure with walls, such as a house, into an open picnic pavilion with a concrete slab floor and posts supporting the roof is possible.

A.6.2 Non-allowable Land Uses of Open Space

The land uses of acquired open space that are not generally allowed are:

- Hydraulic fracturing/HDD
- Construction of flood damage reduction levees, dikes, berms, or floodwalls
- Walled buildings or manufactured homes, except public restrooms (reuse of pre-existing structures is not allowed unless all walls are removed)
- Fences and all other obstructions in the floodway; fences outside the floodway must be designed to minimize trapping debris
- Storage of inventory supporting a commercial operation or governmental facility, including wheeled vehicles or movable equipment
- Cemeteries, landfills, storage of any hazardous or toxic materials, or other uses that are considered environmentally contaminating, dangerous, or a safety hazard
- Pumping and switching stations
- Above- or below-ground storage tanks
- Paved roads, highways, bridges, and paved parking areas that include asphalt, concrete, oil-treated soil, or other material that inhibits floodplain functions
- Placement of fill except where necessary to avoid affecting onsite archeological resources
- Installation of septic systems or reuse of pre-existing septic systems except to service a permissible restroom

A.6.4 Deed Restriction Language

The subapplication must include a sample of the deed restriction (not including property-specific details) that the subapplicant intends to record with each property deed. The sample must be consistent with the FEMA Model Deed Restriction, which is available on the FEMA website at http://www.fema.gov/media-library/assets/documents/28496.

If the subapplicant makes any changes to the language in the Model Deed Restriction, the subapplicant must seek approval from the FEMA Office of Chief Counsel, through the FEMA Regional Office, for the changes. Changes may be made to comply with local requirements, but changes to substantive, programmatic provisions will not be approved.

The subapplicant must follow the procedure described in the previous two paragraphs for acquisitions for open space in CBRS units. The subapplication must include a sample of the deed restriction for review and approval by the FEMA Office of Chief Counsel, through the Regional Office, to ensure compliance with all deed restriction requirements specific to these areas.

A.6.6.3 Other Federal Agencies

The Applicant and subapplicant must demonstrate in the application and subapplication, respectively, that they have consulted with other Federal agencies, as appropriate, regarding other program requirements and/or activities and have identified the relationship between the requirements and activities to FEMA mitigation grant activities and funding. Other Federal agency requirements may apply to mitigation grant activities if other agency funds are used for activities related to the project in the community or for matching the mitigation grant funding, such as Community Development Block Grant funds.

Other Federal agency funds may be used to contribute to the non-Federal share of a FEMA-funded mitigation project if the requirements of both programs apply to the project. The Applicant is responsible for coordinating with the programs that are available in the State. The coordination should include local program representatives and approaches and schedules. The objective should be to make the process as simple and consistent as possible for subapplicants and property owners.

SAMPLE - HMGP USE RESTRICTION

Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between [redacted], participating in the federally-assisted acquisition project ("the Grantor") and the Town of Lyons, Colorado ("the Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, The State of Colorado has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated [date] with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in Lyons, County of Boulder, Colorado, and the Town participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

Whereas, the Town of Lyons, acting by and through the Town's Board of Trustees, has applied for and been awarded federal funds pursuant to an agreement with the State of Colorado dated October 29, 2015 ***("State-Local Agreement")***, and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State- local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years in April, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the

report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA-mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature Wayne C. Elston

Date 1-6-16

Grantor's Name: Wayne C. Elston

Grantor's Signature Susan May Elston

Date 1-6-16

Grantor's Name: Susan May Elston

SAMPLE - CDBG USE RESTRICTION

Use Covenant

In reference to the property ("Property") conveyed by the Deed between [redacted] participating in the federally-assisted acquisition project (the "Grantor"), and the Town of Lyons, Colorado, (the "Grantee" or the "Town"), its successors and assigns:

Recitals

A. CDBG-DR funds have been allocated by the United States Department of Housing and Urban Development to the State of Colorado. The State has, in turn, allocated a portion of funds to the Town for acquisition of real property and flood buyouts (the "Buyout Program").

B. The Buyout Program provides a process for the Town to acquire interests in property, including the purchase of property in the floodplain, to demolish and remove any structures on such property, and to maintain the use of the Property as open space in perpetuity.

C. The Property is located in the Town of Lyons, Colorado.

D. The Grantee is required to restrict the use of the land in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices pursuant to 78 Fed. Reg. 14,329 (March 5, 2013)) (the "Program Requirements").

Agreement

Pursuant to the Program Requirements, the following restrictions shall apply to the Property described in the attached deed and acquired by the Grantee:

1. Compatible uses. The Property shall be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices.

2. Structures. No new structures or improvements shall be erected on the Property other than:

   a. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

   b. A public rest room;

   c. A flood control structure; or

   d. A structure that the local floodplain manager approves in writing before the commencement of the construction of the structure.

[Signature Page to Follow]

FEMA Model Deed Restriction

Exhibit A is FEMA's Model Deed Restrictions that support 44 C.F.R. Part 80 requirements. Applications requesting mitigation assistance to acquire properties for open space purposes must include a copy of the deed restriction language proposed to meet these requirements.

The deed conveying the property to the locality must reference and incorporate Exhibit A (or equivalent name). Any variation from the model deed restriction can only be made with prior approval from FEMA's Office of Chief Counsel. Such requests should be made to the FEMA Regional Administrator through the relevant State or Tribal Office. Exhibit A shall be attached to the deed when recorded.

Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between [property owner] participating in the federally-assisted acquisition project ("the Grantor") and [the local government], ("the Grantee"), its successors and assigns:

SELECT THE APPROPRIATE MITIGATION GRANT PROGRAM AND DELETE ALL OTHERS:

WHEREAS, the Flood Mitigation Assistance Program, as authorized in the National Flood Insurance Reform Act of 1994,Sections 1366 and 1367, (42 USC §§ 4104c, 4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Flood Insurance Program;

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of pre-disaster mitigation grants under § 5133, Pre-Disaster Mitigation, to assist States and local governments in implementing cost-effective hazard mitigation measures to reduce injuries, loss of life, and damage and destruction of property;

WHEREAS, the Repetitive Flood Claims program, as authorized by Section 1323 of the National Flood Insurance Act of 1968 (42 USC §§ 4030), as amended by the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, identifies the use of RFC funds for reducing flood damages to individual properties for which one or more claim payments for losses have been made under flood insurance coverage and that will result in the greatest savings to the National Flood Insurance Fund in the shortest period of time;

WHEREAS, the Severe Repetitive Loss Pilot Program, as authorized under Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 USC 4011 et seq., as amended by the National Flood Insurance Reform Act of 1994; Public Law 103-325, and the Bunning-Bereuter-

Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, identifies the use of SRL funds for uses that reduce flood damages to properties insured under the National Flood Insurance Program;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, [state or tribe] has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated [date] with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in [Village/City/County], and [Village/City/County] participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

Whereas, the [local government], acting by and through the [local government] Board, has applied for and been awarded federal funds pursuant to an agreement with [State] dated [date] ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the [select mitigation grant program] program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on [date], the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

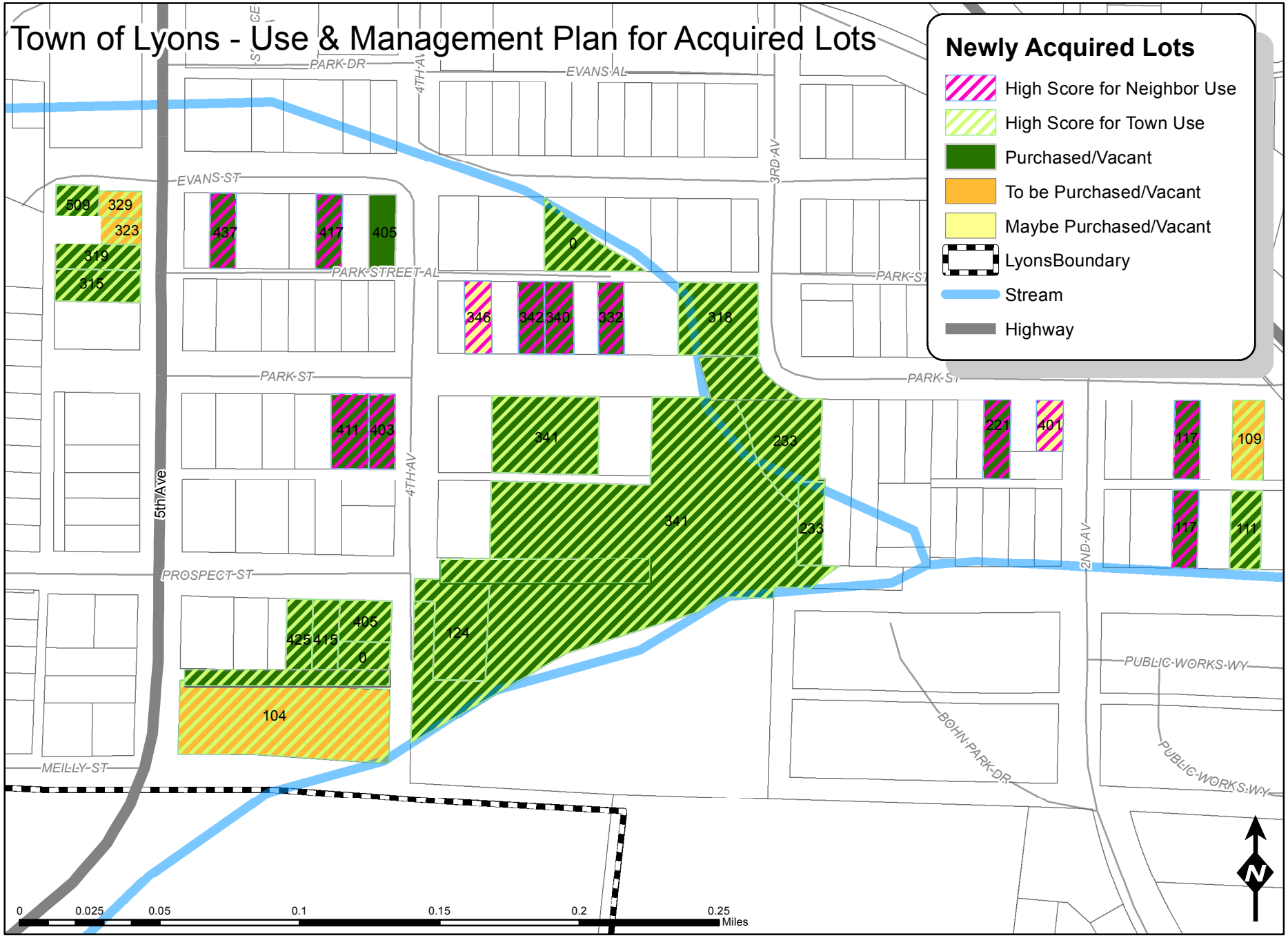
Grantee's Name _____

Grantee's Title _____

Last Updated:

07/27/2012 - 15:23

Town of Lyons - Use & Management Plan for Acquired Lots



					Criteria							
Addresses	Contiguous to Public Land/Park Land/River Front	Group of 4 or more	Needed for Infrastructure/Flood-Mitigation	Group of 3	Significant Acreage (+.5AC)	Connectivity	Significant Acreage (.25-.5AC)	Corner Lot	Group of 2	Hwy Frontage	Impact on Neighboring Property/N-hood Character	**Total**
124 4th	9	8	0	0	0	5	4	3	2	0	0	**31**
332 Park	0	0	0	0	0	5	0	0	0	0	-4	**1**
340 Park	0	0	0	7	0	5	0	0	0	0	-4	**8**
342 Park	0	0	0	0	0	5	0	0	2	0	-4	**3**
111 Park	9	0	10	0	0	5	0	0	2	0	0	**26**
318 3rd	9	0	0	7	0	5	4	3	0	0	0	**28**
117 Park	9	0	0	0	0	5	0	0	0	0	-4	**10**
233 Park	9	0	0	7	6	5	0	3	0	0	0	**30**
405 Prospect	9	8	0	7	0	5	0	3	0	0	0	**32**
405 Evans	9	0	0	0	0	5	0	3	0	0	-4	**13**
417 Evans	9	0	0	0	0	0	0	0	0	0	-4	**5**
437 Evans	9	0	0	0	0	0	0	0	0	0	-4	**5**
415 Prospect	9	8	0	0	0	5	0	0	0	0	0	**22**
411 Park	0	0	0	0	0	0	0	3	2	0	-4	**1**
319 5th	9	8	0	0	0	5	0	0	0	1	-4	**19**
315 5th	9	8	0	0	0	5	0	0	0	1	0	**23**
329 5th	9	8	0	0	0	5	0	3	0	1	0	**26**
509 Evans	9	8	0	0	0	5	0	0	0	0	-4	**18**
0 4th (Eisler)	9	0	10	7	0	5	4	0	0	0	-4	**31**
425 Prospect	9	0	0	7	0	5	0	0	0	0	-4	**17**
0 4th (Schilling)	9	8	0	0	0	5	0	3	0	0	0	**25**
221 Park	0	0	0	0	0	0	0	0	0	0	-4	**-4**
403 Park	0	0	0	0	0	0	0	3	2	0	0	**5**
341 Park	9	0	10	7	6	5	0	0	0	0	-4	**33**
104 5th	9	8	0	0	6	5	0	3	0	1	0	**32**
323 5th	9	8	0	0	0	5	0	0	0	1	-4	**19**
346 Park	0	0	0	0	0	0	0	0	0	0	-4	**-4**

401 2nd	0	0	0	0	0	0	0	3	0	0	-4	**-1**

***High Scores = Town's interest in maintaining the lots**

****Low Scores = Town's interest in licensing use of the lots to neighbors**

Point Assignments	
Contiguous to Public Land/Park Land/River Front	9
Group of 4 or more	8
Needed for Infrastructure/Flood-Mitigation	10
Group of 3	7
Significant Acreage (+.5AC)	6
Connectivity	5
Significant Acreage (.25-.5AC)	4
Corner Lot	3
Grouped with 1	2
Hwy Frontage	1
Impact on Neighboring Property/N-hood Character	-4

Town of Lyons Survey to Provide Guidance on Affordable Housing

The Town of Lyons is committed to diversifying its housing stock and restoring the affordable housing lost in the 2013 flood. Affordable housing has been identified as a priority in the 2010 Comprehensive Plan and also in the Lyons Recovery Action Plan. "Affordable housing" refers to housing options that people earning less than 60% of the area median income for Boulder County can afford.

This survey is intended to inform the Board of Trustees regarding citizens' priorities and values toward affordable housing.

Please complete this survey if you are a Town of Lyons resident who is 18 years or older. All of your responses to this survey are anonymous and will be reported in summary format. The survey should take about 5 minutes.

Thanks very much for your time.

1. Are you 18 years of age and a resident of Lyons?

❍ Yes

❍ No

2. In your opinion, how important is it for affordable housing to be available in Lyons?

❍ Not at all important ❍ Somewhat important ❍ Very important ❍ Essential ❍ Unsure

3. Please rate how important you feel it is to provide diverse housing options in order to achieve the following objectives. (Same scale as above for each response.)

a. Create opportunities for people who lost homes in the flood to return to Lyons.
b. Maintain/increase diversity within the Lyons population.
c. Retain and/or grow the population of Lyons.
d. Offer housing options for employees of local schools, fire, municipal government and local businesses to live in the community.
e. Recover and increase the property and sales tax base
f. Maintain town utility revenues.
g. Encourage artists and musicians to live in Lyons.
h. Increase options for seniors to live affordably in Lyons.
Other (Please Specify_____)

4. Should the Town purchase and annex property in the Eastern Corridor for the purpose of promoting diverse housing and economic development? (Town owned property does not require a vote for annexation regardless of size.)

❍ **Yes**

❍ **No**

5. Please indicate how frequently you get information from each of these sources, if at all, about important Town of Lyons issues, including affordable housing.

Source	*Frequent source*	*Infrequent source*	*Not at all*
Town website (www.townoflyons.com)	1	2	3
Email notices sent from the Town	1	2	3
Newsletter or flyer mailed with utility bill	1	2	3
Facebook or other social media	1	2	3
Local newspapers	1	2	3
Word-of-mouth (e.g., friends or neighbors)	1	2	3
Town staff or Board of Trustee members	1	2	3
Other (Please Specify_____)			

6. Do you have any other questions, comments or suggestions for the Town regarding affordable housing in Lyons?

_____

_____

_____

National Research Center, Inc.

Agenda Item No: X- 4
Meeting Date: June 2, 2016

Subject: Discussion of Options for Obtaining an Affordable Housing Pre-Development Resource to Develop an RFP

Presenter: Town Administrator Victoria Simonsen

Background:

Options for obtaining an affordable housing pre-development resource to develop an RFP

1. Town can hire a housing planner to replace Cody Humphrey. Staff would ask DOLA to extend grant-funded position, as it's been difficult to fill temporary positions. Recommend posting job position on APA website.

2. Kathy Fedler, CDBG and AH Programs Coordinator at City of Longmont has been trying to locate someone, but hasn't found anyone yet. It is a possibility that someone in the affordable housing business may want to bid on the development project as opposed to working for the town on a temporary basis.

3. The Town can hire Rosi Dennett to oversee the project as she has project management and grant management experience in Lyons and has established good working relationships with County and Longmont Housing Authorities and Habitat.